SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 386.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

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1 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS; The St. Louis Merchants Bridge Terminal Railway Company; The Wiggins Ferry Company; The St. Louis Bridge Company; The St. Louis Merchants Bridge Company; The Missouri, Kansas & Texas Railway Company; The St. Louis & San Francisco Railway Company; The Chicago & Alton Railway Company; The Baltimore & Ohio Southwestern Railroad Company; The Illinois Central Railroad Company; The St. Louis, Iron Mountain & Southern Railway Company; The Chicago, Burlington & Quincy Railway Company; The St. Louis, Vandalia & Terre Haute Railroad Company; The Wabash Railroad Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Louisville & Nashville Railroad Company; The Southern Railway Company; The Chicago, Rock Island & Pacific Railway Company; The Missouri Pacific Railway Company; The Central Trust Company of New York; A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clarke, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher, and S. D. Webster, defendants.

Pleadings, orders, etc.

2 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the division and district aforesaid.

Be it remembered, that heretofore, to wit, on the 21st day of May, A. D. 1909, the following, among other, proceedings were had in

the case wherein United States of America is complainant and Terminal Railroad Association of St. Louis et al. are defendants, cause No. 5250, to wit:

(Order certifying cause to U. S. Supreme Court.)

In the Circuit Court of the United States for the Eastern Division of the Eastern District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants. | No. 5250.

This to certify that on the 1st day of April, 1909, the above-mentioned cause, which, by a certificate duly filed with the clerk of said court pursuant to the provisions of the act of Congress of February 11, 1903, had been assigned for a hearing before the circuit judges of the Eighth Judicial Circuit, came on for a final hearing on the merits before them and that after submission and full consideration thereof they find themselves equally divided in opinion:

3 Two thereof being in favor of granting some relief to complainant and two thereof being in favor of dismissing the bill.

Wherefore, pursuant to the provisions of the said act of Congress, the above-mentioned cause is hereby certified to the Supreme Court of the United States for review, and the clerk of the Circuit Court of the United States for the Eastern Division of the Eastern District of Missouri will, with all convenient speed, certify and transmit to the Supreme Court of the United States a full, true, and complete transcript of the record and proceedings with all things concerning the same in this cause.

In witness whereof the said judges before whom said cause was heard have hereunto set their hands this the 21st day of May, A. D. 1909.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
Circuit Judges.

Received, filed, and entered May 24, 1909.

JAMES R. GRAY, *Clerk.*

(Order to use printed record in transcript.)

In the Circuit Court of the United States for the Eastern Division of the Eastern District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants. | No. 5250.

Whereas in the above-entitled cause a certificate of division
4 has been filed directing the transfer of said cause to the Supreme Court of the United States for review as upon an appeal and further directing that a full, true, and complete transcript of the record and proceedings, with all things concerning the same, be certified and transmitted to the Supreme Court.

And whereas the pleadings, proceedings, testimony, and exhibits herein have been printed and such printed record has been considered by the court as the record in this cause, now, therefore, if the parties hereto, by a written stipulation filed with the clerk, shall waive a comparison of such printed record with the originals of the matter contained therein, then and in that event, for preparing and certifying the transcript consisting of the printed volumes containing the record and proceedings herein, the clerk of this court shall not charge or receive any fee therefor, except his fee for preparing and adding any additional matter that may not be contained in the printed volumes and the fee for the necessary certificate or certificates to properly identify and authenticate said printed volumes as the transcript of the record in this cause.

May 21, 1909.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
Circuit Judges.

Received, filed, and entered May 24, 1909.

JAMES R. GRAY, *Clerk.*

And afterwards, to wit, on the 16th day of June, A. D. 1909, there was filed in said cause a stipulation as to transcript, which is in words and figures as follows, to wit:

(Stipulation as to transcript.)

5 In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.
TERMINAL RAILROAD ASSOCIATION ET AL., DEFENDANTS. } No. 5250.

Stipulation.

It appearing from an order made herein on May 21st, 1909, that the court directed the clerk not to charge or receive any fee for preparing and certifying the transcript of the record and proceedings in this cause, except his fees for preparing any additional matter that may not be contained in the printed volumes constituting the record upon which the cause was submitted, provided the parties hereto by a written stipulation filed with the clerk shall waive a comparison of such printed record with the originals of the matter contained therein:

Now, therefore, the said parties by their solicitors hereby expressly waive comparison by the clerk of the printed volumes of the record and proceedings in this cause with the originals of the matter therein contained, and it is further stipulated and agreed by and between the parties hereto that the clerk shall embrace in said transcript, in addition to the said printed volumes, only the following, to-wit: The bill of complaint, the answers, the replications, order of dismissal as to defendant Central Trust Company of New York, and the orders of May 21st, 1909, and any other exhibits not embraced in printed volumes.

EDWARD C. CROW,
CHESTER H. KRUM,
Solicitors for Complainant.
M. F. WATTS,
Solicitor for Defendants.

6 Which said bill of complaint and other papers referred to in said stipulation and not embraced in said printed volumes are respectively in words and figures following, to wit:

(Bill of complaint.)

7 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS; The St. Louis Merchants Bridge Terminal Railway Company; The Wiggins Ferry Company; The St. Louis Bridge Company; The St. Louis Merchants Bridge Company; The Missouri, Kansas & Texas Railway Company; The St. Louis & San Francisco Railway Company; The Chicago & Alton Railway Company; The Baltimore & Ohio Southwestern Railroad Company; The Illinois Central Railroad Company; The St. Louis, Iron Mountain & Southern Railway Company; The Chicago, Burlington & Quincy Railway Company; The St. Louis, Vandalia & Terre Haute Railroad Company; The Wabash Railroad Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Louisville & Nashville Railroad Company; The Southern Railway Company; The Chicago, Rock Island & Pacific Railway Company; The Missouri Pacific Railway Company; The Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clarke; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

8 PETITION.

To the judges of the Circuit Court of the United States for the Eastern Judicial District of Missouri:

Now comes the United States of America, by David P. Dyer, the United States attorney for the Eastern District of Missouri, acting

under direction of the Attorney General of the United States, and brings this its proceeding, by way of petition against the Terminal Railroad Association of St. Louis, a corporation organized and existing under the laws of the State of Missouri; the St. Louis Merchants Bridge Terminal Railway Company, a corporation organized and existing under the laws of the State of Missouri; the Wiggins Ferry Company, a corporation organized and existing under the laws of the State of Illinois; the St. Louis Bridge Company, a corporation organized and existing under the laws of the State of Missouri; the St. Louis Merchants Bridge Company, a corporation organized and existing under the laws of the State of Illinois; the Missouri, Kansas & Texas Railway Company, a corporation organized and existing under the laws of the State of Kansas; the Chicago & Alton Railway Company, a corporation organized and existing under the laws of the State of Illinois; the St. Louis & San Francisco Railway Company, a corporation organized and existing under the laws of the State of Missouri; the Baltimore & Ohio Southwestern Railway Company, a corporation organized and existing under the laws of the States of Ohio, Indiana, and Illinois; the Illinois Central Railroad Company, a corporation organized and existing under the laws of the State of Illinois; the St. Louis, Iron Mountain & Southern Railway Company, a corporation organized and existing under the laws of the State of Missouri; the Chicago, Burlington & Quincy Railway Company, a corporation organized and existing under the laws of the State of Iowa; the St. Louis, Vandalia and Terre Haute Railroad Company, a corporation organized and existing under the laws of the State of Indiana; the Wabash Railroad Company, a corporation which is a consolidation of the Toledo Western Railroad Company, a corporation of Ohio, the Detroit & State Line Wabash Railroad Company, of Michigan, the Wabash Eastern Railway Company of Illinois, the Wabash Western Railway Company of Missouri; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, a corporation organized and existing under the laws of the State of Indiana; the Louisville & Nashville Railroad Company, a corporation organized and existing under the laws of the State of Kentucky; the Southern Railway Company, a corporation organized and existing under the laws of the State of Ohio; the Chicago, Rock Island & Pacific Railway Company, a corporation organized and existing under the laws of the States of Iowa and Illinois; the Missouri Pacific Railway Company, a corporation organized and existing under the laws of the State of Missouri; the Central Trust Company of New York, a corporation organized and existing under the laws of the State of New Jersey, and A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clarke, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher,

and S. D. Webster, and on information and belief complains and says:

The defendants and each of them (with the exception of the defendant, the Central Trust Company of New York, and the several individuals above named) at the times hereinafter mentioned were, and now are, common carriers employed in the transportation of freight and passengers among the several States of the United States, and between such States and foreign nations, and as such carriers so employed, were and are engaged in trade and commerce among the several States and with foreign nations.

That the St. Louis Merchants Bridge and the St. Louis Bridge (owned by the respective companies above named) are now and have been since 1889, the only two bridges across the Mississippi River, between the States of Illinois and Missouri, at St. Louis; that one of said bridges was erected by the Illinois and St. Louis Bridge Company, and is now owned by the St. Louis Bridge Company, and was opened for business in the year 1874, and that this bridge is known as, and hereafter will be designated herein as the "Eads Bridge;" that it has its western approach at the foot of Washington Avenue, in the city of St. Louis, Missouri, its eastern terminus in East St. Louis, Illinois; that it has a double track, standard gauge railroad on its lower or first part, and immediately over the said railroad tracks is a wagon way, sidewalk for pedestrians, and a double track electric street railway line. The wagon way, pedestrian walks and street railway at said western approach
11 are reached by the street surface of Washington Avenue, the railroad tracks on the bridge are reached from the west by a tunnel, extending under the surface of Washington Avenue, and the business district of the city of St. Louis, Missouri.

That the St. Louis Merchants Bridge, hereinafter designated as the "Merchants Bridge," has its western approach at the foot of Hall Street, in the city of St. Louis, Missouri, and has its eastern terminus in the village of Venice, in the State of Illinois; that said bridge was erected and opened for business on the first day of June, 1890.

II.

The defendants, the Terminal Railroad Association of St. Louis, and the Merchants Bridge Terminal Railway Company on and prior to August 17, 1893, owned and controlled and operated two separate, parallel, independent and competing lines of railroad (hereinafter more particularly described) running east and west in the States of Missouri and Illinois, and across the Mississippi River, by means of two bridges, the Eads Bridge and the Merchants Bridge, theretofore constructed over said river (opposite the city of St. Louis, Missouri) and into the States of Missouri and Illinois.

III.

The defendants, the Terminal Railroad Association of St. Louis, the Merchants Bridge Terminal Railway Company, and the Wiggins Ferry Company, at all of the times hereinafter stated, and at the present time control and operate all of the lines of railway, and particularly control all of the lines of railway and means of
12 transportation for passengers and freight among the several States of the United States and foreign nations, at St. Louis, Missouri, East St. Louis, East Carondelet, Madison and Granite City, Illinois.

IV.

That on July 3, 1889, the Terminal Railroad Association of St. Louis was organized under the laws of the State of Missouri, with a capital stock of seven millions of dollars, which was owned by the following-named railroad companies, to wit: The Wabash Railroad Company, the Missouri Pacific Railway Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railway Company, the Ohio & Mississippi Railroad Company, and the St. Louis, Iron Mountain & Southern Railway Company.

That, subsequently, the capital stock of said Terminal Railroad Association was increased to fifty millions of dollars, and that 28,820 shares of stock, at one hundred dollars par value each, have been issued and are now outstanding.

That by the terms, arrangements, and contracts made subsequent to the 17th day of August, 1893, other railroad companies purchased shares of stock in the Terminal Railroad Association of St. Louis, and at this time the capital stock of the said Terminal Railroad Association is owned and held by the following-named corporations and persons, to wit:

	Shares.
Missouri, Kansas & Texas Railway Company	2,056
Chicago & Alton Railway Company	2,056
St. Louis & San Francisco Railway Company	2,056
13 Baltimore & Ohio Southwestern Railway Company	2,056
Illinois Central Railroad Company	2,056
St. Louis, Iron Mountain & Southern Railway Co.	2,056
Chicago, Burlington & Quincy Railway Company	2,056
St. Louis, Vandalia & Terre Haute Railroad Company	2,056
Wabash Railroad Company	2,056
Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.	2,056
Louisville & Nashville Railroad Company	2,056
Southern Railway Company	2,056
Chicago, Rock Island & Pacific Railway Company	2,056
Missouri Pacific Railway Company	2,056
Mr. A. A. Allen, for M., K. & T. Ry. Co.	2
Mr. S. M. Felton, for C. & A. Ry. Co.	2
Mr. A. J. Davidson, for St. L. & S. F. Ry. Co.	2
Mr. W. M. Green, for B. & O. S. W. R. R. Co.	2
Mr. J. T. Harahan, for Ill. Cent. Ry. Co.	2
Mr. C. S. Clarke, for St. L., I. M. & S. Ry. Co.	2
Mr. H. Miller, for C., B. & Q. R. R. Co.	2
Mr. Benjamin McKean, for St. L., V. & T. H. R. R. Co.	2

	Shares.
Mr. Joseph Ramsey, for Wabash R. R. Co	2
Mr. George E. Evans, for L. & N. R. R. Co	2
Mr. C. E. Schaff, for C., C., C. & St. L. Ry. Co	2
Mr. T. C. Powell, for Southern Ry. Co	2
Mr. J. F. Stevens, for C., R. I. & P. Ry. Co	2
Mr. A. G. Cochran, for Missouri Pacific Ry. Co	2
Mr. W. S. McChesney, for T. R. R. Assn. of St. Louis	2
Mr. Julius Walsh, for T. R. R. Assn. of St Louis	2
Mr. V. W. Fisher, inspector of election	2
Mr. S. D. Webster, inspector of election	2
	28,820

That the persons above named as holding two shares of stock each hold the same as representatives of the respective railroads of which they are officers, agents, and representatives, and that each of the said fourteen railroad companies owning the capital stock of the Terminal Railroad Association is represented by a director in the board of directors of the Terminal Railroad Association.

That W. S. McChesney, Julius S. Walsh, V. W. Fisher, and S. D. Webster each hold two shares of stock in trust for the Terminal Railroad Association of St. Louis, and that the said McChesney and Walsh are officials of the Terminal Railroad Association, and said Fisher and Webster inspectors of election.

That the said fourteen lines of railroad above named constitute the principal trunk lines of railroad entering the city of St. Louis, Missouri, and the city of East St. Louis, Illinois, from either side of the Mississippi River, and from all portions of the continent, and control and conduct the interstate commerce of the States of the United States, which centers upon and is required to be conducted across the said river at the city of St. Louis.

That the Terminal Railroad Association was created by the consolidation of and succeeded to the rights, privileges, franchises, and property of the Union Railway & Transit Company and the Terminal Railroad of St. Louis; that there was issued to the shareholders of the Union Railway & Transit Company and the Terminal Railroad of St. Louis, for each share that they owned in the primary companies, one share of the capital stock of the Terminal Railroad Association of St. Louis, Missouri.

That, at the time the said consolidation occurred, each of the said primary companies, to wit, the Union Railway & Transit Company and the Terminal Railroad Company of St. Louis, each owned a complete railroad with equipments thereto, and that said roads were so connected at to form one continuous line of railroad, running in the same general direction, through and into the States of Missouri and Illinois, and across the Mississippi River on the Eads Bridge.

That by this consolidation aforesaid, there was brought under the control of the Terminal Railroad Association of St. Louis, the properties of the St. Louis Bridge Company (Eads Bridge), the Tunnel Railroad Company of St. Louis, the Union Railway & Transit Company, the Terminal Railroad of St. Louis, Missouri, and the Terminal Railroad of East St. Louis, Illinois, all of which were engaged in trade or commerce among the several

States, and between said States and foreign countries, and of all of which said properties belonging to the said last above-named railroad and bridge companies, the said Terminal Railroad Association took possession, and which it began to operate, and still continues to operate, in the carrying on of interstate trade and commerce.

That the said railroad companies last enumerated were so consolidated under the name of the Terminal Railroad Association of St. Louis; that their lines of railroad so consolidated were owned and operated in the States of Illinois and Missouri, and were connected with all the main lines of railway entering the cities of St. Louis, Missouri; East St. Louis, Madison, Granite City, and East Carondelet, Illinois.

That on the 3rd day of July, 1889, and prior thereto, and at all times thereafter and now, the Terminal Railroad Association of St. Louis, Missouri, had tracks and lines of railroad, and operated the same as follows: Beginning at the west end of the Eads Bridge, in St. Louis, Missouri; thence running southwesterly with a double track, standard gauge railroad, through the tunnel controlled by said corporation, to Spruce Street and Eighth Street; thence westwardly to the Union Station, at Eighteenth and Twenty-first, Clark Avenue and Market Street, in said city, to a point where connections were then, and are now, made with the tracks, lines, and termini of the lines of railroad entering St. Louis, Missouri, from the north, from the south, from the west, and from the southwest; also, from the place of beginning at the west end of the Eads Bridge;
17 thence eastwardly and across the Mississippi River, over and upon said bridge with a double track, standard gauge railroad into the city of East St. Louis, and into East Carondelet, and into the State of Illinois, where the tracks of said Terminal Railroad Association then, and theretofore, and now, connect with the tracks of the lines of railway and termini of the main lines of railways, extending from East St. Louis, Illinois, northwardly to the Great Lakes, and eastwardly to the towns, cities, and ports situated on the Atlantic seacoast; that in addition to the main lines of track of said Terminal Railroad Association on said date, theretofore and now, said Terminal Railroad Association operated and operates and controlled and controls, switches, tracks, spurs and branches, crossovers and depots, running to and from various public and private warehouses, depots, storage houses, factories, and business establishments in the cities of St. Louis, Missouri; East St. Louis, East Carondelet, Madison, and Granite City, Illinois, and which said sidetracks, spurs and switches were then, and theretofore had been, and now are, so connected with the lines of track of the said Terminal Railroad Association as to enable said association, as a common carrier of interstate trade and commerce for hire, to haul, carry, transfer, and switch the products so manufactured and stored, or shipped, or to be shipped, into and from said warehouses, factories, and business establishments, depots, and other places, to and upon the tracks and lines of road and termini of the various railroads entering the

cities of St. Louis, Missouri; East St. Louis, Madison, East Carondelet, Granite City, and Madison, Illinois; and so as to enable
18 said Terminal Railroad Association as a common carrier employed in interstate trade and commerce to haul, switch, and convey to and from the factories, warehouses, depots, and other places in said cities, all freight and articles of trade and commerce coming into or going out of said cities, upon all of the tracks and lines of road and termini of the various railroads entering St. Louis, Missouri; East St. Louis, Madison, Granite City, and East Carondelet, Illinois.

V.

That the St. Louis Merchants Bridge Terminal Railway Company was organized in August, 1887, under the laws of the State of Missouri, and its charter amended in 1893, and that it was created for the purpose of and did build and construct a standard gauge railroad from the Illinois shore, over the Merchants Bridge, to the Union Station in St. Louis, Missouri, and owned and operated said road on the 17th day of August, 1893.

That the Madison, Illinois and St. Louis Railroad Company was organized under the laws of the State of Illinois for the purpose of building and operating, and did build and operate, a railroad from the east end of the Merchants Bridge to Granite City, Illinois, a distance of four and one-half miles, and that said road was organized for the purpose of being operated and controlled by the St. Louis Merchants Bridge Terminal Railroad Company, and that on the 17th day of August, 1893, said Madison, Illinois & St. Louis Railway was controlled and operated by the said St. Louis Merchants Bridge Terminal Railway Company.

19 That the St. Louis Terminal Railway Company was organized under the laws of the State of Missouri to construct and operate a railroad from a point upon the line of the St. Louis Merchants Bridge Terminal Railway Company, near the western approach of said Merchants Bridge, in the State of Missouri, north and westerly through the city and county of St. Louis, Missouri; that said St. Louis Terminal Railway Company built about twenty miles of road in the said city and county of St. Louis, and leased the same to the said St. Louis Merchants Bridge Terminal Railway Company, which said latter corporation controlled and operated the said St. Louis Terminal Railway Company on the 17th day of August, 1893, and prior thereto.

That the East St. Louis Terminal Railway Company was organized under the laws of the State of Illinois in 1887 to build and did build and operate a railroad from the eastern end of the Merchants Bridge for connection with other lines of railroad in the State of Illinois, and said East St. Louis Terminal Railway Company on the 17th day of August, 1893, was and had been theretofore controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

That the St. Louis Transfer Railway Company was a corporation organized under the laws of the State of Missouri, and built and operated a railway from Grand Avenue to Arsenal Street in the city of St. Louis, Missouri, having a main and side tracks of about forty miles; that said corporation was on the 17th day of August, 1893, and prior thereto had been controlled and operated by the Wiggins Ferry Company.

20 That the Illinois Transfer Railway Company was, and is a corporation organized under the laws of the State of Illinois, for the purpose of making connection with the Merchants Bridge and the tracks of the Merchants Bridge Terminal Railway Company in the State of Illinois.

That the Granite City and Madison Belt Railway Company was and is likewise a railway corporation, organized under the laws of the State of Illinois, for the purpose of making connection with the Merchants Bridge and the various lines of railway entering into Granite City, Madison, and East St. Louis, Illinois, and that both of said railways were on the 17th day of August, 1893, and prior thereto had been controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

That the St. Louis Belt & *and* Terminal Railway Company was a railroad corporation organized to build a railroad in the State of Missouri, and that it did build and construct lines of railway in the city and county of St. Louis, Missouri; that said lines of railway on the 17th day August, 1893, and prior thereto had been and were controlled and operated by the St. Louis Merchants Terminal Railway Company.

That the stock of the Merchants Bridge had been from a time previous to the building of said bridge, and was on the 17th day of August, 1893, owned by the St. Louis Merchants Bridge Terminal Railway Company.

That in 1889 the St. Louis Merchants Bridge Company made a lease of its bridge for forty years to the St. Louis Merchants Bridge Terminal Railway Company, but afterwards this lease was

21 cancelled and a similar lease for forty years made to the Madison, Illinois & St. Louis Railroad Company, which corporation is controlled by the St. Louis Merchants Bridge Terminal Railway Company.

That on the 17th day of August, 1893, and prior thereto, and at the time of the commission of the acts hereinafter complained of, the St. Louis Merchants Bridge Terminal Railway Company was the owner of and operated a standard gauge railroad, located in part as follows:

Beginning at the Union Station, in the city of St. Louis, Missouri; thence running easterly with a double track standard gauge railroad across and over Eighth, Seventh, and Sixth Streets and Broadway through and across Plum and Poplar Streets; and thence by an elevated road and track to the wharf on the west bank of the Mississippi River; and thence on said elevated railway and track north-

easterly along said wharf through and across First Street; and thence in a northerly and easterly direction to Hall Street; and thence easterly across the Mississippi River over and upon the Merchants Bridge into the State of Illinois to the village of Venice and to the city of East St. Louis, Madison, and Granite City, in the State of Illinois, at which point in Illinois its line of road then connected and now connects with the Illinois Transfer Railroad Company, East St. Louis Connecting Railway Company, East St. Louis Belt Railway Company, East St. Louis and Carondelet Railway Company, and all the main lines of railway leading from East St. Louis, Illinois, Granite City, Illinois, and Madison, Illinois, and other points in said State opposite St. Louis, Missouri, to the
22 towns and cities and ports on the Great Lakes and the Atlantic coast; also beginning at the west end of the Merchants Bridge in St. Louis, Missouri; thence westerly and southerly, the tracks of the said Merchants Bridge Terminal Railway Company extend with a standard gauge road through the city of St. Louis, Missouri, for a distance of 25 miles, intersecting and connecting with the tracks and termini of all the lines of railroad extending from St. Louis, Missouri, westward, northwestward, and southwestward to the Pacific coast, and the Rio Grande River and the Republic of Mexico on the south; that in addition to the above named railroad properties the said Merchants Bridge Terminal Railroad Company, on the 17th day of August, 1893, and prior thereto, owned and controlled and operated the sidetracks, branches, and spurs extending to freight depots, private and public warehouses, manufacturing establishments, and other places, where articles of trade and commerce were stored, or to be stored and manufactured, and which said branches and sidetracks, switches, and spurs were all properly connected with the main lines of road and tracks of the said company so as to enable it as a common carrier of interstate trade (among the several States and foreign countries) for hire to carry and haul, transfer and convey all goods and articles of trade and commerce of all kinds to and from said freight depots and warehouses, factories, storehouses, and other places upon its own tracks and termini in Missouri and Illinois, and to places on the tracks and termini of all roads entering the cities of St. Louis, Missouri, and East St. Louis, Venice, Madison, and Granite City, Illinois.

23 VI.

That the Wiggins Ferry Company is an Illinois corporation, organized by special act of the General Assembly of the State of Illinois in 1853; that it had constructed, and on the 17th day of August, 1893, and prior thereto, and at the time of the commission of the acts hereinafter complained of, owned and operated steam ferryboats and transfer boats on and across the Mississippi River between the city of St. Louis, Missouri, and the city of East St. Louis, Illinois; that these transfer and ferry boats were so constructed as to transfer

trains of cars across the Mississippi River between the cities of Illinois and Missouri aforesaid; that said boats were used for said purpose; that said Wiggins Ferry Company did, on the 17th day of August, 1893, and theretofore, operate, and has since said time operated, the East St. Louis Connecting Railroad in Illinois, which connected with various railroad lines entering East St. Louis, Illinois, East Carondelet, Madison, and Venice, Illinois, with its ferry privileges; and it also operates and controls a railroad in St. Louis, Missouri, and, by means of the two railroads and its ferryboats, cars to the number of 1,200 daily are now and have been transferred, and were on the 17th day of August, 1893, transferred, from the railroads entering East St. Louis, Illinois, and other points in Illinois from the east to railroads entering St. Louis from the west and to the Union Station, and vice versa.

That the lines of railroad auxiliary to the Wiggins Ferry Company and controlled by it are as follows, to wit: The East St. Louis Connecting Railway, a corporation organized under the laws of
24 the State of Illinois, and operating a line of railroad in East St. Louis, connecting with the ferry and transfer boats of said Wiggins Ferry Company; the St. Louis Transfer Railway Company, a corporation organized under the laws of the State of Missouri, and operating (under the control of the Wiggins Ferry Company) 12.83 miles of main track and about 30 miles of sidetrack in the city of St. Louis, Missouri.

That in so operating said railroads and steam ferry and transfer boats the said Wiggins Ferry Company was, on the 17th day of August, 1893, and had been prior thereto, and has been at all of the times since, a common carrier, engaged in interstate commerce among the several States of the United States and with foreign countries.

VII.

That in 1881 the defendant, the Missouri Pacific Railway Company, and the Wabash, St. Louis & Pacific Railway Company (now the Wabash Railroad) and other corporations and persons whose names are unknown to the complainant entered into a combination to consolidate, under the control of the Missouri Pacific and the Wabash, St. Louis & Pacific Railway Company, the properties of the St. Louis Bridge Company, the Union Railway & Transit Company, the Tunnel Railroad Company of St. Louis, the Terminal Railroad of East St. Louis, comprising and including the Eads Bridge and all of the railroads used in connection therewith, with the intention thereby to place restraint upon all competitive interstate or foreign trade or commerce carried on by said above named railroad corporations and all other railroad corporations at St. Louis, Missouri,
25 and East St. Louis, Illinois, and other points in Illinois opposite the city of St. Louis, Missouri, and intending by said combination to monopolize the interstate commerce and trade and to suppress competition therein between the railway systems; and to that

end the Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company entered into an agreement with the St. Louis Bridge Company and the Tunnel Railroad Company by which there was leased all of the property of the bridge and tunnel companies, including that held under the lease or contract to the said Wabash, St. Louis & Pacific Railway Company and the Missouri Pacific Railway Company.

That in pursuance of said lease the said Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company took possession of all the property of the St. Louis Bridge Company and Tunnel Railroad Company and began and continued to operate said Eads Bridge, Tunnel Railroad Company, and the Terminal Railroad Company of East St. Louis, and the Union Railway & Transit Company.

That by means of the control of said property last above mentioned by said lessees the said Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company were enabled to arbitrarily fix and maintain whatsoever price they wished for transportation of passengers and freight between the States of Illinois and Missouri, and over the Eads Bridge, and between said States and the several States of the United States and foreign countries;

26 that by reason of said control of the aforesaid instrumentalities of interstate commerce by said two railroad corporations there were exacted and charged unreasonable and extortionate bridge tolls and charges for transporting passengers and freight among the several States and from foreign countries and the public was subjected to ruinous and unnecessary delays in carrying on said interstate trade and commerce.

That in order to secure competition and obtain relief from the existing conditions and to enable the trade and commerce in passengers and freight between Missouri and Illinois and between said States and other States and foreign countries to be carried on at reasonable rates and without unnecessary delay, and to rid themselves of the pernicious effects of monopoly, certain citizens of the city of St. Louis, Missouri, applied to Congress for authority to erect a competing railway bridge across the Mississippi River at St. Louis, Missouri; that on February 3, 1887, the Congress of the United States granted a charter for that purpose, and in order to maintain and keep said bridge an independent and competitive instrument of interstate commerce the citizens of St. Louis, Missouri, asked Congress to insert in the said charter of the Merchants Bridge the following section, which was so inserted, to wit:

"SECTION 11. That whereas a principal reason for giving authority to build a bridge herein contemplated is to secure reasonable rates and tolls for corporations and individuals for passing over the same, the St. Louis Merchants Bridge Company, or its successors or assigns, shall not agree or consent to the consolidation of this bridge with any other bridge across the Mississippi River or to the

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27 pooling of the earnings of this bridge company with the earnings of any other bridge company on said river. Nor shall any person who is or may be a stockholder or director or manager of any other bridge over said river be a stockholder or director or manager of the bridge herein provided for; provided, that if this provision of this act shall at any time be violated in any of these particulars, such violation shall, without legal proceedings, at once forfeit the privilege hereby granted and such bridge shall become the property of the United States, and the Secretary of War shall take possession of the same in the name and for the use of the United States."

That by the terms of said section 11 no person who was a stockholder, director, or manager in any other bridge over the Mississippi River could be a stockholder or manager or director of said Merchants Bridge; that afterwards, to wit, on September 1, 1888, some person or persons, corporation or corporations, whose names are unknown to the complainant, intending and contriving to defeat the object for which said bridge was built, and intending and designing to remove the legal obstacles to the consolidation of said Merchants Bridge with the Eads Bridge, and with the design of depriving the citizens of Missouri and Illinois and the several other States of the United States of the benefits of competition in interstate trade or commerce, and with the purpose of placing the control of the Merchants Bridge and the railroads in Illinois and Missouri used in connection therewith under the control of the same persons and corporations as the Eads Bridge and the railroad corporations used in connection therewith, so as to maintain a monopoly and destroy compe-
28 tition in the business of transporting passengers and freight between the States of Missouri and Illinois, and the several other States and foreign countries, did procure the said act of February 3, 1887, to be amended by striking out the word "stockholder" in said section 11 wherever the same occurred therein, and that said amendment was so procured for the purpose of, and with the design of, having the said owners of the Eads Bridge and the railroads used in connection therewith purchase and acquire the control of the Merchants Bridge and the railroads used in connection therewith.

VIII.

In pursuance of the combination so formed as aforesaid to control and restrain interstate trade and commerce in the States of Missouri and Illinois, and said other States and foreign countries, on October 3, 1889, an agreement was entered into between the Terminal Railroad Association, the St. Louis Bridge Company, the Tunnel Railroad Company, the Missouri Pacific Railway Company, the Wabash Railroad Company, in which the lease of July 1, 1881, above mentioned, was cancelled and a new agreement entered into by which the Terminal Railroad Association succeeded as lessee to the entire prop-

erty of the Eads Bridge and Tunnel Railroad, cars, engines, stations, etc., owned and controlled by the corporations hereinbefore named as parties to the agreement of July 1, 1881.

That afterwards, to wit, on the 17th day of August, 1893, the defendants, the Missouri Pacific Railway Company, the Louis-
29 ville & Nashville Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Ohio & Mississippi Railway Company, the Wabash Railroad Company, the St. Louis Bridge Company, the Tunnel Railroad Company of St. Louis, the Terminal Railroad Company of St. Louis, the Union Railway & Transit Company, the Terminal Railroad of East St. Louis, the St. Louis Merchants Bridge Terminal Railway Company, the St. Louis Merchants Bridge Company, the East St. Louis & Carondelet Railway Company, the Illinois Transfer Railway Company, the Granite City & Madison Belt Railroad Company, the St. Louis Belt & Terminal Railroad Company, the St. Louis Terminal Railway Company, and the officers and directors of each, contriving and intending unlawfully and unreasonably to restrain the trade and commerce among the several States, and between said States and foreign countries, as carried on by the above-named corporations, and contriving and intending unlawfully to monopolize said trade or commerce, and contriving and intending unlawfully and unreasonably to restrain and prevent competition among said railroads and bridges and contriving and intending to prevent and unreasonably restrain competition and interstate commerce at St. Louis, Missouri, and at East St. Louis, Illinois, between all railway systems and all bridges and ferries entering East St. Louis, Granite City, Madison, and East Carondelet, Illinois, and the city of St. Louis, Missouri, from all directions, and contriving and intending unlawfully to deprive the public of the facilities and advantages produced by free and open competition between railroad systems, bridges, ferry and ferry transfer com-
30 panies, and other instruments of interstate commerce, did then and there enter into an unlawful combination and conspiracy to effect a consolidation and control of the properties of the St. Louis Bridge Company, the Tunnel Railroad Company of St. Louis, the Union Railway & Transit Company, the Terminal Railroad of St. Louis, the St. Louis Merchants Bridge Terminal Railway Company, the St. Louis Merchants Bridge, the East St. Louis & Carondelet Railway Company, the Illinois Transfer Railway Company, the Granite City & Madison Belt Railroad Company, the St. Louis Belt & Terminal Railroad Company, the Missouri Pacific Railway Company, the Louisville & Nashville Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company, St. Louis, Iron Mountain & Southern Railway Company, Ohio & Mississippi River Railway Company, and the Wabash Railroad Company, under the control of the Terminal Railroad Association of St. Louis, Missouri, and solely as an instrumentality to effect the purpose to unlawfully and unreasonably restrain the interstate trade and commerce as

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aforesaid, did proceed to consolidate the last above-named competing railroads and bridges in the following manner, to wit:

That on the 17th day of August, 1893, the St. Louis Merchants Bridge Terminal Company, hereinafter referred to as the Merchants Company, and the Terminal Railroad Association of St. Louis, hereinafter referred to as the Terminal Association, made and entered into an agreement wherein it was recited that the Merchants Company owned and operated a railroad in the city of St. Louis,
81 Missouri; that said Terminal Association owned and operated a railroad in St. Louis connected with the railroad of said Merchants Company, and that as said Terminal Association desired to aid said Merchants Company in the completion and construction of its railroad and the payment of its liabilities incurred in said construction, it was therefore agreed between said corporations:

1. That said Merchants Company agreed to grant to said Terminal Association the right to the perpetual use of all tracks, side tracks, switches, turn-outs and turn-tables, yards, depots, and all other terminal facilities then owned or that might thereafter be owned, possessed, controlled, or acquired by said Merchants Company in the city of St. Louis, Missouri; that said Terminal Association accepted the said grant of right of perpetual use of said terminal facilities and in payment and compensation therefor guaranteed the payment of all liabilities of said Merchants Company, and further agreed to endorse on or before September 1, 1893, its guarantee of payment of $3,500,000 of 5 per cent first mortgage bonds of said Merchants Company, and in consideration of the agreements hereinbefore set out said Terminal Association subscribed for 4,384 shares of the capital stock of said Merchants Company, and the said Merchants Company sold and transferred to said Terminal Association said number of shares of its capital stock, full paid and nonassessable; that said contract above set out was duly executed by the officers of the respective railroad companies authorized to act in their behalf and properly acknowledged.

82 That on said date there was also an agreement executed between said Terminal Association and the Merchants Bridge Company and the St. Louis Terminal Railway Company by which the Terminal Association became the assignee of a contract theretofore made between said St. Louis Terminal Railway Company and the Merchants Company, and by means whereof said Terminal Association came into control of the said St. Louis Terminal Railway Company and its property, and has continued to control and does now control and operate the same.

That in the year 1893 there was in force and effect an agreement and pooling arrangement between the Wiggins Ferry Company and the St. Louis Terminal Railroad Association and the St. Louis Merchants Bridge Terminal Railway Company establishing rates for passengers and freight carried by them between the States of Illinois and Missouri, and between said States and other States and foreign countries; that this agreement, or a similar one, was in effect in the years

1894 and 1895, 1896 and 1897, and thereafter continued in force between the Terminal Association and the Wiggins Ferry Company.

That afterwards, in pursuance of the unlawful combination and conspiracy aforesaid to control and unlawfully restrain the interstate commerce between the States of Missouri and Illinois and between said several States and foreign countries, and solely as an instrumentality to effect the purpose thereof, the Missouri Pacific Railway Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Ohio & Mississippi River Railway Company, and the St.
33 Louis, Iron Mountain & Southern Railway Company, through their control of the Terminal Association, proceeded to unlawfully and illegally acquire the absolute ownership and control of the St. Louis Merchants Bridge Terminal Railway Company and the bridge and railway corporations controlled by the St. Louis Merchants Bridge Terminal Railway Company in the following manner, to wit:

That on or about the 1st day of May, 1897, the St. Louis Merchants Bridge Terminal Railway Company sold to said Terminal Association 13,416 additional shares of stock of the St. Louis Merchants Bridge Terminal Railway Company, and that this gave said company control of the majority of the said St. Louis Merchants Bridge Terminal Railway Company stock, and that from said date said Terminal Association owned and now owns and controls and operates the St. Louis Merchants Bridge Terminal Railway Company and fixes rates to be charged for the transportation of passengers and freight over the lines of the St. Louis Merchants Bridge Terminal Railway Company, and all lines and instruments of interstate commerce, so as aforesaid controlled by said St. Louis Merchants Bridge Terminal Railway Company; and that said Terminal Association, in purchasing a majority of the shares of the stock of the St. Louis Merchants Bridge Terminal Railway Company, acquired the ownership and control of the St. Louis Merchants Bridge, and that said Terminal Association now owns and controls and operates the St. Louis Merchants Bridge Company and the Eads Bridge, and without competition fixes unreasonable rates and tolls to be
34 charged upon both of said bridges alike, thereby operating the same as a single instrument of interstate commerce, and therein enjoying and maintaining a monopoly, and thereby depriving the people of the benefits of competition between instruments of such commerce.

That after the 17th day of August, 1893, the Missouri, Kansas & Texas Railway Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railway Company, the Illinois Central Railway Company, the Southern Railway Company, the Chicago, Burlington & Quincy Railroad Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Chicago, Rock Island & Pacific Railway Company became stockholders in the Terminal Association, and

each is now the owner of the several amounts of the capital stock of said Terminal Association, as hereinbefore set forth.

That said fourteen railroad companies above named, as the owners of the capital stock of the Terminal Association, were on the 15th day of July, 1902, operating under one control and management the St. Louis Terminal Railroad Association and the lines of railway it controls, the St. Louis Merchants Bridge Terminal Railway Company and the lines of railway it owns and controls, and the Eads Bridge and Merchants Bridge, and that said fourteen railroads fixed the charges and tolls to be paid by the public upon said railroads and bridges, and that a common, uniform, and unreasonable price was charged as toll for transporting passengers and freight upon each of said bridges, and that a common, uniform, and unreasonable price for the same service was charged for transporting passengers and freight over the respective lines of railway of the St. Louis Merchants Bridge Terminal Railway Company, and the Terminal Railroad Association of St. Louis, and that there was no competition whatever between said railroads or said bridges, or the companies operating the same, and that the same condition exists now, and the said Terminal Association and St. Louis Merchants Bridge Terminal Railway Company and the Eads and Merchants Bridges are controlled and unreasonable charges fixed as aforesaid, through the means and instrumentality of the said St. Louis Terminal Railroad Association, and which said last named corporation is in truth and in fact but a holding company for said fourteen railroad companies.

That by reason of the control of said instruments of interstate commerce, as aforesaid, all competition in the transportation of freight and passengers between the States of Illinois and Missouri and the several States of the United States and foreign countries has become and now is stifled and destroyed, and that unreasonable charges are established and fixed and collected by the said Terminal Railroad Association of St. Louis for the transportation of passengers and freight between said States of Illinois and Missouri and the several States of the United States and foreign countries, and that the profit and benefit thereof inures to the said fourteen railroad companies owning the capital stock of said Terminal Association.

IX.

That in the year 1902 an arrangement, agreement, or contract, the exact terms of which are unknown to the complainant, was entered into between the Terminal Association and the Wiggins Ferry Company, whereby the former company obtained control of the latter company, together with all of its property, consisting of boats, cars, and railroad tracks in the States of Missouri and Illinois, and that by reason of said arrangement, contract, or agreement 9,500 shares of the total issue of 10,000 shares of the capital stock of the Wiggins

Ferry Company have been deposited with the Mercantile Trust Company of New York City, as trustee, to be held and voted by it for the fourteen railroad companies owning the capital stock of the Terminal Association; that the Terminal Association had pledged as security for an issue of fifty million dollars of bonds, made by said association, said 9,500 shares of the capital stock of the Wiggins Ferry Company.

That from the year 1902, and at this time, said Terminal Association controls the Wiggins Ferry Company and all of its railroads and boats, and fixes the rate and toll to be charged for passengers and freight upon the railroads and boats of the said Wiggins Ferry Company.

That by reason of the control of the Wiggins Ferry Company by the Terminal Railroad Association of St. Louis all competition between said companies in interstate business of transporting passengers and freight between the States of Illinois and Missouri,
37 and the several other States of the United States and foreign countries has become and is now stifled and destroyed.

X.

Wherefore complainant says, by reason of the foregoing facts, the fourteen above-named railroad companies which own and control the capital stock of the Terminal Association, acting through said Terminal Association, controls and owns and operates the Eads and Merchants Bridges, crossing the Mississippi River at St. Louis, Missouri; the Wiggins Ferry Company, with its ferryboats and railroad tracks on either side of the Mississippi River, the Terminal Railway Company of St. Louis, the Terminal Railroad Association of St. Louis, the St. Louis Merchants Bridge Terminal Railway Company, as well as all of the issued and outstanding stock of the Terminal Railroad Company of East St. Louis, Illinois, and all of the issued and outstanding capital stock of the Union Railway & Transit Company of Illinois, and all of the authorized and issued stock of the East St. Louis Belt Railway Company, and also owns and operates and controls the East St. Louis & Carondelet Railroad Company, the Granite City and Madison Belt Railroad Company, the Tunnel Railroad Company of St. Louis, the Madison, Illinois & St. Louis Railway, the St. Louis Transfer Railway Company, the Wiggins Car Transfer Company, the East St. Louis Terminal Railroad Company, the East St. Louis Connecting Railway Company, the Illinois Transfer Railway Company, and the St. Louis Belt & Terminal Railway Company, comprising in all about one hundred and fifty miles of railroad.

38 That by reason of the facts hereinbefore set out, said fourteen railroad companies above named, through their agent and representative (the Terminal Railroad Association of St. Louis), all use the property of said Terminal Railroad Association for inter-

state business between Illinois and Missouri, and compel all other railroad companies which are not owners of stock in said Terminal Association to use the said property of the Terminal Association for interstates commerce business between Illinois and Missouri and between said two States and the other States of the United States and foreign countries, and that said fourteen railroads, acting through the Terminal Association as aforesaid, jointly and arbitrarily fix unreasonable charges and tolls to be paid for freight and passengers to be hauled and transferred in the interstate business between Illinois and Missouri and between said States and the several States of the United States and foreign countries, and by means of said joint control by the said fourteen railroad companies all competition is stifled and destroyed.

That unless the complainant prevents the continued existence and carrying out of the combination and conspiracy to unreasonably and unlawfully restrain commerce among the several States and foreign countries, as aforesaid, the monopoly of the interstate and foreign commerce as carried on as aforesaid by said defendants between the said States of Missouri and Illinois and said several States of the United States and of foreign countries, will be perpetuated and the public greatly injured and damaged, and the act of Congress of July 2, 1890, to protect trade and commerce, will be circumvented
39 and set at naught, and the public be left at the mercy of a monopoly thus created through the combination of the fourteen railroad corporations jointly owning and operating the Terminal Railroad Association of St. Louis.

That the properties hereinbefore enumerated as instruments of interstate commerce are so operated by the said Terminal Railroad Association of St. Louis (owned and controlled as aforesaid by the said fourteen railroad companies owning and controlling the stock of said Terminal Association), as to constitute a monopoly in their employment and conduct as aforesaid of all interstate commerce between the States of Illinois and Missouri and the various States of the United States and foreign countries, and so as to exclude from participation therein in all interstate commerce on the part of carriers of freight and passengers, all others than those named herein as parties to the unlawful combination and conspiracy hereinbefore set forth.

PRAYER.

In consideration whereof and inasmuch as adequate relief in the premises can only be obtained in this court, the United States of America prays your honors to order, adjudge, and decree that the combination and conspiracy hereinbefore described is unlawful, and that all acts done, or to be done, in carrying it out are in derogation of the common rights of the people of the United States and in violation of the act of Congres of July 2, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopoly," and

that the defendants, and each of them, and every one of them, and their officers, directors, stockholders, agents, and servants, and
40 each of them, be perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the same in the future; that all agreements made between the said defendants looking to the operation of the St. Louis Bridge, known herein as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or noncompeting interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and terminals connecting therewith, be declared void, and the defendants, parties to such agreements, be enjoined and forbidden from the further carrying out of such agreements or the operation of such bridges, railroad tracks, and terminals in such common or noncompetitive interest; that the said defendants, and each of them, their agents, servants, and representatives, be enjoined and forbidden from operating, controlling, and maintaining the properties herebefore described as a common instrument or agency of interstate commerce, under the common control of the fourteen railroad companies owning the capital stock of the Terminal Railroad Association; and in addition, that the several defendants be respectively enjoined as follows:

1st. That the said fourteen railroad companies, the Missouri, Kansas & Texas Railway Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railway Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway
41 Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, their stockholders, officers, directors, executive committees, agents, and servants, each and every one of them, be perpetually enjoined from voting or in any manner acting as owner of any of the shares of the capital stock of the Terminal Railroad Association of St. Louis, or of the Wiggins Ferry Company, or of the Merchants Bridge Terminal Railway Company.

2d. That the defendant, the Terminal Railroad Association of St. Louis, its stockholders, directors, officers, agents, and servants, and each and every one of them, be perpetually enjoined from in any manner recognizing or accepting the said fourteen railroad companies, to wit, the Missouri, Kansas & Texas Railway Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railway Company, the Illinois Central Railway Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland,

Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, as the owners or holders of any
42 share or shares of its capital stock, and from permitting said companies to vote such stock, whether by proxy or otherwise, and from paying any dividends upon such stock to said companies or their assigns (except as ordered by this court) and from recognizing as valid any transfer or mortgage, pledge, or assignment by such company of such stock unless authorized by this court.

3d. That the defendant, the Terminal Railroad Association of St. Louis, and the owners of its capital stock, to wit, the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; and the Missouri Pacific Railway Company, their stockholders, officers, directors, agents, or servants, and each and every one of them, be perpetually enjoined from in any manner voting, controlling, or acting as the owner of any of the shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, or the shares of the capital stock of the St. Louis Merchants Bridge, or the Wiggins Ferry Company, or the Madison, Illinois & St. Louis Railway Company, or the
43 St. Louis Transfer Railway Company, or the Wiggins Car Transfer Company, or the St. Louis Terminal Railway Company, or the Granite City & Madison Belt Railway Company, or the East St. Louis Connecting Railway Company.

4th. That the St. Louis Merchants Bridge Terminal Railway Company and the St. Louis Merchants Bridge; the Wiggins Ferry Company; the Madison, Illinois & St. Louis Railway Company; the Wiggins Car Transfer Company; the St. Louis Transfer Railway Company; the St. Louis Terminal Railway Company; the Granite City & Madison Belt Railway Company; the East St. Louis Belt and Terminal Railway Company; the East St. Louis & Carondelet Railway Company; the Terminal Railroad Company of St. Louis; the East St. Louis Terminal Railroad Company; the East St. Louis Connecting Railway Company; and the Illinois Transfer Railway Company, their stockholders, officers, directors, agents, and servants, and each and every one of them, be perpetually enjoined from in any manner recognizing or accepting the Terminal Railroad Association of St. Louis, or the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Fran-

cisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company;
44 the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; and the Missouri Pacific Railway Company, as the owners or holders of any of the shares of their respective capital stocks, and from permitting said Terminal Railroad Association of St. Louis, or any of said railroad companies, to wit, the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company, the Missouri Pacific Railway company, their directors, stockholders, officers, agents, or servants, from voting such stock, in either of said companies, whether by proxy or otherwise, and from paying any dividends upon the stock of the St. Louis Merchants Bridge Terminal Railway Company; St. Louis Merchants Bridge; Wiggins Ferry Company; Madison, Illinois & St. Louis Railway Company; St. Louis Transfer Railway Company; Wiggins Car Transfer Company; St. Louis Terminal Railway Company; Granite City & Madison Belt Railway Company,
45 or the East St. Louis Belt Railway Company, to said Terminal Railroad Association, or to its assigns, or to either one of said fourteen railroad companies, to wit, the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; and the Missouri Pacific Railway Company, unless authorized by this court, and from recognizing as valid any transfer, mortgage, pledge, or assignment by said Terminal Railroad Association of St. Louis, or the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio South-

western Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; and the Missouri Pacific Railway Company, or the stock of said St. Louis Merchants Bridge Terminal Railway Com-
46 pany; the St. Louis Merchants Bridge; the Wiggins Ferry Company; the Madison, Illinois & St. Louis Railway Company; St. Louis Transfer Railway Company; the Wiggins Car Transfer Company; the St. Louis Terminal Railway Company; the Granite City & Madison Belt Railway Company; or the East St. Louis Belt Railway Company, unless authorized by this court.

5th. That the individuals above named, and each of them, and each and every person combining or conspiring with them, as hereinbefore charged, and their trustees, agents, and assigns, present or future, and each and every one of them be perpetually enjoined from doing any and every act or thing hereinbefore complained of, or in furtherance of the combination or conspiracy described herein, or intended or tending to place the capital stock of the Terminal Railroad Association of St. Louis, in any of the corporations controlled by it, or the St. Louis Merchants Bridge Terminal Railway Company, or any of the corporations controlled by it, or the stock of either the Merchants or the Eads Bridge, or the said two bridges or the competing railway systems operated by the St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, or the competitive interstate or foreign trade or commerce carried on by them under the control legally or practically of the defendant, the Terminal Railroad Association of St. Louis, or either or all of the said fourteen railroad companies above named, who now own the capital stock of the Terminal Railroad Association, or of any person or persons, association or asso-
47 ciations, corporation or corporations, acting for or in lieu of said Terminal Railroad Association of St. Louis, or the said fourteen railroad companies above named, owning and controlling the stock thereof, in carrying out the unlawful combination or conspiracy hereinbefore complained of in this petition.

The United States prays for such other and further relief as the nature of the case may require and the court may deem proper in the premises, to the end, therefore, that the United States of America may obtain the relief to which it is justly entitled in the premises, may it please your honors to grant to it writs of subpœna directed to the said defendants, the Terminal Railroad Association of St. Louis, the St. Louis Merchants Bridge Terminal Railway Company, the Wiggins Ferry Company, the St. Louis Bridge Company, the St.

Louis Merchants Bridge Company, the Missouri, Kansas & Texas Railway Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railway Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, together with all the directors of the Terminal Railroad Association of St. Louis,
48 to wit, A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clarke, H. Miller, Benjamin McKean, Joseph Ramsey, jr., C. E. Schaff, George E. Evans, T. C. Powell, J. F. Stevens, A. G. Cochran, and W. S. McChesney, and to each and every one of them, commanding them, and each of them, to appear herein and answer (but not under oath) the allegations contained in the foregoing petition, and abide by and perform such order or decree as the court may make in the premises, and that, pending the final hearing of this case, a temporary restraining order may issue enjoining the defendants and their associates, and each of them, and their stockholders, directors, officers, agents and servants, as hereinbefore prayed.

DAVID P. DYER,
United States Attorney for Eastern District of Missouri.
WILLIAM H. MOODY,
Attorney General of United States.

STATE OF MISSOURI,
City of St. Louis, ss:

David P. Dyer, attorney of the United States for the Eastern District of Missouri, being duly sworn, upon his oath states that the matters and things set forth in the foregoing petition are true, to the best of his information and belief.

DAVID P. DYER.

Subscribed and sworn to before me this 25th day of November, 1905.

[SEAL.] JAMES R. GRAY,
Clerk of the United States Circuit Court,
Eastern Division Eastern Judicial District of Missouri.
By N. MCDONALD, *Deputy.*

49 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri.

No. 5250.

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants.

Joint and several answer of the Terminal Railroad Association of St. Louis and others to the bill of complaint of the United States of America.

50 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri.

No. 5250.

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants.

Joint and several answer of Terminal Railroad Association of St. Louis; St. Louis Merchants Bridge Terminal Railway Company; Wiggins Ferry Company; St. Louis Bridge Company; St. Louis Merchants Bridge Company; Missouri, Kansas and Texas Railway Company; St. Louis and San Francisco Railroad Company; The Chicago and Alton Railway Company; Baltimore and
51 Ohio Southwestern Railroad Company; Illinois Central Railroad Company; St. Louis, Iron Mountain and Southern Railway Company; Chicago, Burlington and Quincy Railway Company; Vandalia Railroad Company; Wabash Railroad Company; Cleveland, Cincinnati, Chicago and St. Louis Railway Company; Louisville and Nashville Railroad Company; Southern Railway Company; The Chicago, Rock Island and Pacific Railway Company; The Missouri Pacific Railway Company; A. A. Allen, S. M. Felton, A. J. Davidson, J. T. Harahan, C. S. Clarke, C. E. Schaff, T. C. Powell, A. G. Cochran, and W. S. McChesney, jr., to the petition of the United States of America.

The defendants, Terminal Railroad Association of St. Louis; St. Louis Merchants Bridge Terminal Railway Company; Wiggins

Ferry Company; St. Louis Bridge Company; St. Louis Merchants Bridge Company; Missouri, Kansas & Texas Railway Company; St. Louis & San Francisco Railroad Company; The Chicago & Alton Railway Company; Baltimore & Ohio Southwestern Railroad Company; Illinois Central Railroad Company; St. Louis, Iron Mountain & Southern Railway Company; Chicago, Burlington & Quincy Railway Company; Vandalia Railroad Company; Wabash Railroad Company; Cleveland, Cincinnati, Chicago & St. Louis Railway Company; Louisville & Nashville Railroad Company; Southern Railway
52 Company; The Chicago, Rock Island & Pacific Railway Company; The Missouri Pacific Railway Company; A. A. Allen, S. M. Felton, A. J. Davidson, J. T. Harahan, C. S. Clarke, C. E. Schaff, T. C. Powell, A. G. Cochran, and W. S. McChesney, jr., now and at all times saving to themselves all manner of benefit and advantage of exception which can and may be had or taken to the many errors, uncertainties, and other imperfections in the petition contained, for joint and several answer thereto, and to so much and to such part thereof as advised is material or necessary to make answer unto, answering, say:

I.

1. With respect to the averments of the first subdivision of the petition, admit and aver that Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; St. Louis & San Francisco Railroad Company (sued herein as St. Louis & San Francisco Railway Company); Baltimore & Ohio Southwestern Railroad Company (a corporation existing under the laws of Ohio and Indiana and sued herein as the Baltimore & Ohio Southwestern Railway Company, a corporation organized and existing under the laws of Ohio, Indiana, and Illinois); Illinois Central Railroad Company; St. Louis, Iron Mountain & Southern Railway Company; Chicago, Burlington & Quincy Railway Company; Vandalia Railroad Company (sued herein as St. Louis, Vandalia & Terre Haute Railway Company); Wabash Railroad Company; Cleveland, Cin-
53 cinnati, Chicago & St. Louis Railway Company; Louisville & Nashville Railroad Company; Southern Railway Company (a corporation existing under the laws of Virginia, erroneously stated in the petition to be a corporation organized and existing under the laws of Ohio); the Chicago, Rock Island & Pacific Railway Company; and the Missouri Pacific Railway Company (which are hereinafter referred to as Proprietary Companies), were, at the times mentioned in the petition, and now are, common carriers employed in the transportation of freight and passengers among the several States of the United States and between such States, and as such carriers so employed were and are engaged in trade and commerce among the several States and foreign nations.

2. Deny the Terminal Railroad Association of St. Louis (herein referred to as Terminal Association), the St. Louis Merchants Bridge Terminal Railway Company (hereinafter referred to as Merchants Company), the Wiggins Ferry Company, St. Louis Bridge Company, and the St. Louis Merchants Bridge Company, or any of them, were or now are common carriers engaged in commerce among the several States or with foreign nations, except for the purpose of furnishing terminal facilities for common carriers, and only to the extent and in the manner hereinafter expressly and fully stated.

3. Admit the bridges referred to in the petition respectively as the Eads Bridge and the Merchants Bridge are owned respectively by the St. Louis Bridge Company and the St. Louis Merchants
54 Bridge Company, and are now, and have been since 1889, the only two bridges across the Mississippi River between the States of Illinois and Missouri at St. Louis; the Eads Bridge was erected by the Illinois & St. Louis Bridge Company, is now owned by the St. Louis Bridge Company, and was opened for business in the year 1874; its termini are as in the petition stated; on it are constructed railroad tracks, a wagon way, sidewalks for pedestrians, and an electric street railway line; the wagon way, sidewalks, and electric street railway line, at the western approach of the bridge, are reached by the street surface of Washington Avenue in St. Louis, and the railroad tracks on the bridge are reached from the west by a tunnel extending under the surface of Washington Avenue and the business district of the streets of St. Louis; the Merchants Bridge has its western approach at the foot of Ferry Street (not Hall, as in the petition stated), in St. Louis, Missouri, and its eastern terminus in the village of Venice, in Illinois, and the bridge was erected and opened for business on or about the first day of June, 1890.

II.

4. With respect to the averments of the second subdivision of the petition, deny the Terminal Association and the Merchants Company, on or prior to August 17, 1893, or at any time subsequent to said date, either owned, controlled, or operated parallel and competing lines of railroad in the States of Missouri and Illinois and across the Mississippi River by means of said bridges, or in any manner, into the States of Missouri and Illinois or elsewhere.

55

III.

5. With respect to the averments of the third subdivision of the petition, deny the Terminal Association, the Merchants Company, and the Wiggins Ferry Company have, at any time, or do now, control and operate all of the lines of railway or means of transportation for passengers and freight among the several States of the United States and foreign nations at any of the places in the petition mentioned, or elsewhere.

IV.

6. With respect to the averments of the fourth subdivision of the petition, admit and aver the Terminal Association was organized under the laws of the State of Missouri in July, 1889, but deny that its capital stock was then owned as in the petition stated; but aver the time and purpose of organization and the amount and ownership of its capital stock are as hereinafter fully stated.

7. Admit and aver the capital stock of the Terminal Association was increased to $50,000,000.00, and its issued and outstanding stock are now held and owned by the respective companies (herein designated Proprietary Companies) and parties in the manner and in the amounts in the petition stated save that H. C. Nutt is the holder of two shares in lieu of H. Miller; Henry Miller is the holder of two shares in lieu of Joseph Ramsey, and H. V. Mudge is the holder of two shares in lieu of J. F. Stevens.

8. Admit each of the Proprietary Companies is represented
56 by a director in the board of directors of the Terminal Association, and the defendants McChesney and Walsh are officials of that company, and defendants Fisher and Webster are, from time to time, as elections are held, inspectors of its elections.

9. Admit and aver the fourteen Proprietary Companies constitute the principal trunk lines of railroad entering the city of St. Louis, Missouri, and the city of East St. Louis, Illinois, on either side of the Mississippi River, from all portions of the continent, and conduct the greater portion of interstate commerce of the States of the United States which centers upon and is required to be conducted across the Mississippi River at the city of St. Louis.

10. Admit and aver the Terminal Association was created by the consolidation of the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis (the manner and details of which consolidation are hereinafter more fully set forth), and succeeded to the rights, privileges, franchises, and property of these companies, and by the terms of such consolidation there was issued for each share, respectively, in such constituent companies owned one share of the capital stock of the Terminal Association, and aver the purpose of such consolidation and issue of stock are as hereinafter more fully set forth.

11. Deny at the time this consolidation was effected either of the constituent or primary companies owned a complete railroad,
57 with equipments thereto, or that any railroads or tracks owned or operated by either of them were connected so as to form one continuous line of railroad running in the same general direction and into the States of Illinois and Missouri, across the Mississippi River over the Eads Bridge or elsewhere, but aver the fact to be that at the time of such consolidation neither of said constituent or primary companies owned any line of railroad over or upon said bridge or in the State of Illinois, or operated any line of railroad at any

point; the status and condition of the properties of the said constituent companies, and the character and extent thereof and manner of operation were at the time of the consolidation as hereinafter fully stated.

12. Deny by the consolidation of the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis there was brought under the control of the Terminal Association any property of the St. Louis Bridge Company, of the Tunnel Railroad of St. Louis, or of the Terminal Railroad Company of East St. Louis; deny that at the time of such consolidation any of the said companies were engaged in trade or commerce in any manner or form among the several States or between such States and foreign countries; on the contrary, aver the fact to be that by the consolidation the Terminal Association became the owner of the properties of the constituent companies, the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis, but of no other property; but aver the Terminal Association secured and now has control of and operates the properties of the companies to the
58 extent in the manner, and for the purposes hereinafter full stated.

13. Deny any of the companies named in the petition were, at or about the time in the petition referred to, or at any time, consolidated under the name of the Terminal Association, except the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis, and deny any line of railway of either of said constituent companies was operated in the State of Illinois or elsewhere than in the State of Missouri, at the time of, or prior to, such consolidation, or was connected with any lines of railway entering East St. Louis, Madison, Granite City, or East Carondelet, Illinois; but aver the conditions, connections, and operations of the properties of the constituent companies were at the time of the consolidation as hereinafter fully stated.

14. Deny on the 3d day of July, 1889, or at any time prior thereto, the Terminal Association had tracks and lines of railroad or operated the same in the manner or at the place, or substantially in the manner or at the place, in the petition stated; but aver that on the 3d day of July, 1889, and prior thereto, the Terminal Association had no corporate life or existence; it became an incorporated company under an agreement of consolidation between the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis, dated July 26, 1889, upon the filing of such agreement in the office of the secretary of state of Missouri on July 30, 1889,
59 to which agreement reference is hereinafter fully made; at the time of such consolidation the two constituent companies so consolidated and forming the Terminal Association did not own or operate any railroad tracks or lines of railroad in the State of Illinois, but the only properties then owned by the two constituent companies were certain railroad tracks connecting with the tracks of the tunnel at or near Clark Avenue and Eighth Street, in the city of St. Louis,

and with each other, and extending westward to a point or points at or near Eighteenth Street in said city, and the freight yards and sidetracks adjacent and appurtenant thereto, all of which were at the time of the consolidation leased to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, as hereinafter fully stated.

15. Aver at the time of such consolidation the Union Station at Eighteenth, Twenty-first, Clark Avenue, and Market Streets, in the city of St. Louis, was not constructed, and said station was not constructed until five years thereafter; the time and purpose of such construction are as hereinafter fully stated; at the time of such consolidation the Missouri Pacific Railway and the Wabash, St. Louis & Pacific Railway Companies were lessees of the properties of the St. Louis Bridge Company and of the Tunnel Railroad of St. Louis, and sublessees of the properties of the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis, and as such lessees, operated the properties of the lessors, which properties then consisted of the Eads Bridge, the tunnel, the tracks of the Union Railway & Transit Company of St. Louis
60 and Terminal Railroad of St. Louis, extending from Eighth and Clark Avenue westward to about Eighteenth Street, in the city of St. Louis, the relation and connection of which properties and the maner of operation by the lessees at the time of the formation of the Terminal Association were as hereinafter fully stated.

16. Deny the Terminal Association operates tracks or lines of railroad of, or substantially of, the location, character, or extent, or at the points, or that any tracks or lines of railroad operated by it connect at the points and in the manner in the petition stated; but aver the lines of railway controlled, owned, and operated by the Terminal Association, the connections and termini thereof, and the manner and purpose of operation are as hereinafter fully stated.

17. Deny the Terminal Association now operates or controls, or at any time heretofore operated or controlled, any switches, tracks, spurs, branches, crossovers, or depots connecting with public or private warehouses, depots, storage houses, factories, or business establishments in the cities of East Carondelet, Madison, or Granite City, Illinois; but admit and aver the Terminal Association does operate and control, and has for many years operated and controlled switches, tracks, spurs, crossovers connecting with various public and private warehouses, depots, storage houses, factories, and business establishments in the cities of St. Louis and East St. Louis, and now owns and operates, and for a number of years has controlled and operated, freight depots and extensive terminals in the cities of St. Louis
61 and East St. Louis; the character, nature, and extent of which terminals and the business conducted by means thereof and the uses to which the same are subjected, as well as the purposes for which the same are constructed and operated, are as hereinafter fully set forth.

18. Deny any terminal facilities and railway properties operated and controlled by the Terminal Association are so connected with its lines of track as to enable it to handle over tracks owned or controlled by it any traffic into or out of the cities of Madison, East Carondelet, or Granite City; but aver the Terminal Association now reaches, and for some years prior hereto has reached, all of the cities and towns adjacent to East St. Louis enumerated in the petition, and many of the establishments, industries, and manufacturing plants therein located, and is now able, and for some years past has been able, through trackage contracts, leases, stock ownership, and control, to provide methods and facilities whereby traffic, reaching any point in the city of St. Louis on any line of railway, may be transported to a connection with any of the railway lines entering the cities of Madison, Granite City, Venice, East St. Louis, and East Carondelet, in the State of Illinois; the facilities, trackage contracts, leases, and stock ownership through which such traffic is handled are as hereinafter fully set forth.

19. Except as herein admitted, deny each and every allegation in the fourth subdivision of the petition.

62 V.

20. With respect to the averments of the fifth subdivision of the petition, admit the Merchants Company was organized in August, 1887, under the laws of the State of Missouri, and its charter amended in 1893, but deny it was created for the purpose of building, or did build, or construct a railroad of any character from the Illinois shore over the Merchants Bridge to the Union Station in St. Louis, Missouri, or owned or operated such a railroad on the 17th day of August, 1893, or at any time; but aver the purposes of the incorporation of the Merchants Company are fully set forth in its articles of association, to which reference now is and will hereafter be more fully made, and the railroad constructed, and at any time owned and operated by it, is as hereinafter fully described.

21. Admit the Madison, Illinois & St. Louis Railway Company was organized under the laws of the State of Illinois for the purpose of building, and did build, a railroad from the east end of the Merchants Bridge to Granite City, Illinois, a distance of about four and one-half miles, and its road was built for the purpose of being operated by the Merchants Company, and on the 17th day of August, 1893, it was and is now operated and controlled by that company through the ownership of all of the stock of the Madison, Illinois & St. Louis Railway Company.

22. Aver and admit the St. Louis Terminal Railway Company was organized under the laws of the State of Missouri for the purpose of constructing and operating a railroad from a point
63 upon the line of the Merchants Company near the western approach of the Merchants Bridge in the State of Missouri, north and westwardly through the city and county of St. Louis,

Missouri; but aver the purposes for which said St. Louis Terminal Railway Company was organized are fully set forth in its articles of association, to which reference is now made, and will hereinafter be fully made; a portion of the line of railway of St. Louis Terminal Railway Company was built, but not to the extent or within the time in the petition stated; the time within which the road was built and the extent thereof are as hereinafter fully stated.

23. Deny the railway of the St. Louis Terminal Railway Company was ever at any time leased to or operated or controlled by the Merchants Company.

24. Deny any such company as the East St. Louis Terminal Railway Company ever existed, or any railroad of the character or extent alleged in the petition to have been built by the East St. Louis Terminal Railway Company and operated and controlled by the Merchants Company, was ever built or operated.

25. Aver and admit the St. Louis Transfer Railway Company was organized under the laws of the State of Missouri, and built and operated a railway from Grand Avenue to Arsenal Street in the city of St. Louis, Missouri, but deny that on the 17th day of August, 1893, or prior thereto, the St. Louis Transfer Railway Com-
64 pany was operated by the Wiggins Ferry Company; deny the main and side tracks of the St. Louis Transfer Railway Company have an aggregate length of forty miles, but, on the contrary, aver the length of the road of the St. Louis Transfer Railway Company does not exceed six miles; and the ownership by the Wiggins Ferry Company of the stock, and the manner of operation of the St. Louis Transfer Railway Company, are as hereinafter stated.

26. Aver and admit the Illinois Transfer Railway Company and the Granite City and Madison Belt Line Railway Company are corporations organized under the laws of the State of Illinois; deny either of said companies was organized for the purposes in the petition stated, or that either of said railways were, on the 17th day of August, 1893, or at any time, controlled or operated by the Merchants Company; on the contrary, aver the Illinois Transfer Railway Company was not incorporated until October, 1899, and the Granite City and Madison Belt Line Railway Company was not incorporated until December, 1892, on which said respective dates said companies were respectively incorporated; the purpose of the incorporation of said respective companies are as stated in their respective articles of incorporation, to which reference is hereby made, and will hereinafter be fully made; and the control and operation of the tracks of said two last-named companies are as hereinafter fully stated.

27. Deny the St. Louis Belt & Terminal Railway Company
65 was a railroad corporation organized or had built or constructed any line of railway in the city or county of St. Louis, or elsewhere, at or prior to August 17, 1893, or at any time was controlled or operated by the Merchants Company; on the contrary, aver the St. Louis Belt & Terminal Railway Company was not organized until March 11, 1902, and its line of railway is now in the course of

construction and not yet completed; the ownership and control of the St. Louis Belt & Terminal Railway Company are as hereinafter stated.

28. Admit the capital stock of the St. Louis Merchants Bridge Company, previous to the 17th day of August, 1893, was owned by the Merchants Company, and aver the stock of the St. Louis Merchants Bridge Company is still so owned.

29. Admit in 1889 the St. Louis Merchants Bridge Company made a lease of its bridge for forty years to the Merchants Company; afterwards this lease was cancelled and a lease made to the Madison, Illinois & St. Louis Railway Company, the stock of which company is owned by the Merchants Company; the lease of the Merchants Bridge to the Madison, Illinois & St. Louis Railway Company is substantially similar to the cancelled lease of the bridge to the Merchants Company.

30. Deny on the 17th day of August, 1893, or at any time, the Merchants Company was the owner of or operated a railroad of any char-
acter located or connecting with other railways, as in the pe-
66 tition stated; or the termini thereof are, or were, as in the petition stated; on the contrary, aver that on the 17th day of August, 1893, and prior thereto, the line of railway owned by the Merchants Company was as follows: Beginning at Eighth and Gratiot Streets in the city of St. Louis, thence eastwardly across and over Seventh, Sixth, Broadway, Fourth, Third, Second, and First Streets, to the levee or wharf, thence northwardly to Ferry Street, to a connection with the western approach of the Merchants Bridge; and subsequently the line was extended to Carrie Avenue.

31. Aver the Merchants Company has at no time owned, operated, or controlled any railway tracks in the city of St. Louis other than as just stated; deny any portion of the tracks of the Merchants Company connected with all lines of railroad extending from St. Louis as alleged; but aver the connections are as hereinafter stated.

32. Deny on the 17th day of August, 1893, or at any time prior thereto, the Merchants Company owned, controlled, or operated the terminal facilities of, or substantially of, the character or to the extent or having the connections with other railroad lines or reaching the States as in the petition alleged; but aver the tracks and terminal facilities of the Merchants Company at any time owned or controlled in the city of St. Louis or elsewhere are as hereinafter fully stated.

33. Except as hereinabove and hereinafter stated, deny each and every other allegation in the fifth subdivision of the petition.

67

VI.

34. With respect to the averments of the sixth subdivision of the petition; admit and aver the Wiggins Ferry Company is an Illinois corporation organized by special act of the general assembly of the State of Illinois in 1853, and on August 17, 1893, and prior thereto

and at the times in the petition stated, owned and operated steam ferryboats and transfer boats on and across the Mississippi River between the city of St. Louis, Missouri, and the city of East St. Louis, Illinois, which boats were so constructed as to transfer trains of cars across the Mississippi River between the said States of Missouri and Illinois and were used for the purposes in the petition stated; the East St. Louis Connecting Railway is a corporation organized under the laws of the State of Illinois and operates a line of railroad in East St. Louis connecting with the transfer boats of the Wiggins Ferry Company; the St. Louis Transfer Railway Company is a corporation organized under the laws of the State of Missouri and operates railway tracks in the city of St. Louis, Missouri; and, except as just stated, deny each and every allegation in the sixth subdivision of the petition; but aver the East St. Louis Connecting Railway and the St. Louis Transfer Railway Company are separately operated, each having its own board of directors and servants and employes; the Wiggins Ferry Company is the owner of all of the capital stock of the East St. Louis Connecting Railway and the St. Louis Transfer Railway Companies; the tracks of the East St. Louis Connecting Railway connect with many of the rail-
68 road lines entering East St. Louis, but do not connect with the railway lines entering Madison or Venice; the tracks of the St. Louis Transfer Railway Company connect with the ferry inclines of the Wiggins Ferry Company in St. Louis, and the tracks of the East St. Louis Connecting Railway Company connect with the ferry inclines of the Wiggins Ferry Company in East St. Louis; the Wiggins Ferry Company, the East St. Louis Connecting Railway Company, and the St. Louis Transfer Railway Company are operated in connection, and through facilities owned and operated by these three companies, a great number of cars are and were at the times in the petition stated, daily transferred between railroads entering East St. Louis and railroads entering St. Louis.

VII.

35. With respect to the averments in the seventh subdivision of the petition, admit and aver the Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company in 1881 entered into an agreement with the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, by which all of the properties of the bridge and tunnel companies, including the properties of the Union Railway and Transit Company of St. Louis, and the Terminal Railroad of St. Louis, which had been theretofore leased to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, were leased to the Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company, and in pursuance of such lease, the Missouri Pacific Railway Company and the Wabash
69 & St. Louis Railway Company took possession of and operated the properties of the St. Louis Bridge Company and the

Tunnel Railroad of St. Louis, the Terminal Railroad of St. Louis and the Union Railway & Transit Company of St. Louis, but deny the purpose, effect, or object of such leases was to place any restraint upon any interstate or foreign trade or commerce of any character or in any manner, or to monopolize interstate commerce or trade, or to suppress competition therein between any railway systems, or by means of said lease, or of any agreement, combination, or understanding, the Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company, or either of them, were enabled to arbitrarily or in any manner fix and maintain whatsoever prices they wished for the transportation of freight and passengers between the States of Illinois and Missouri, or over the Eads Bridge, or between said States and the several States of the United States or foreign countries; or by reason of the control of the facilities secured to said railway companies, by vitrue of said leases, or in any other manner, there were charged unreasonable or exorbitant bridge tolls or charges for transporting passengers or freight among any of the States of the United States or from any foreign country, or the public was in any manner or to any extent subjected thereby to numerous and unnecessary delays, or any delays in carrying on interstate trade and commerce.

36. Admit on February 3, 1887, the Congress of the United States granted a charter to the St. Louis Merchants Bridge Company, and to its successors and assigns, to build a bridge across the Mississippi River at the city of St. Louis; admit the said act of Congress contained section 11, as set forth in the petition, and afterwards, on September 10, 1888, the Congress of the United States amended said section 11 in the manner and form in the petition stated; but deny that in so amending said act the Congress of the United States acted improperly or was unmindful of the public welfare.

37. Except as above and hereinafter stated, deny each and every allegation in the seventh subdivision of the petition, and with respect to the matters and things set forth in said subdivision aver the facts to be as hereinafter fully stated.

VIII.

38. With respect to the averments of the eighth subdivision of the petition and in the first paragraph thereof, admit on October 1, 1889, an agreement was entered into between the Terminal Association, the St. Louis Bridge Company, the Tunnel Railroad of St. Louis, the Missouri Pacific Railway Company, and the Wabash Railroad Company (successor of the Wabash, St. Louis & Pacific Railway Company), whereby the lease referred to in the seventh subdivision of the petition was cancelled, and an agreement was entered into by which the Terminal Association became lessee of the properties of the St. Louis Bridge Company and of the Tunnel Railroad of St.

Louis; deny said agreement was entered into in pursuance of any combination to control or restrain interstate trade or commerce
71 at any place or in any manner or form, but aver the purpose of such agreement was to promote such trade and commerce, and the effect was to prevent monopoly thereof, and the agreement is as hereinafter stated; deny that on the 17th day of August, 1893, or at any time, any of the companies in the petition, or any of the officers or directors of any of such companies, so charged, formed, or entered into any combination, agreement, or understanding of any character for the purpose in any manner or to any extent to restrain trade or commerce among the several States, or any of them, or between said States and any of them and any foreign countries, or to monopolize in any manner or to any extent any trade or commerce, or prevent competition with respect thereto, or to deprive the public in any manner or to any extent of any facilities or advantage with respect to any trade or commerce of any character.

39. Deny any of the companies named in the petition, or any of the officers or directors of such companies so charged, have at any time entered into any combination, agreement, understanding, or conspiracy to effect a consolidation or control of any of the properties of any of the companies in the petition named for the purpose of unlawfully or unreasonably or in any manner restraining interstate trade or commerce, or for any unlawful purpose whatsoever.

40. Admit on the 17th day of August, 1893, the Merchants Company and the Terminal Association entered into an agreement containing substantially the conditions and terms in the petition
72 set forth; and aver that on said date there was also an agreement entered into between the Terminal Association and the Merchants Company whereby the Terminal Association became the assignee of the contract which had theretofore been made between the St. Louis Terminal Railway Company and the Merchants Company, and the Terminal Association thus came into control of the St. Louis Terminal Railway Company and its property, and has continued to control, and does now control, and operate the same, but avers these agreements are as hereinafter stated.

41. Deny in the year 1893 there was, or at any time there has been, or is now in force or effect, any agreement and pooling arrangement between the *the* Wiggins Ferry Company, the Terminal Association, and the Merchants Company, establishing rates for passengers and freight carried by them or either of them between the States of Illinois and Missouri, or between said States and any other States or foreign countries, or any such agreement does now, or at any time ever has existed between any of the said companies.

42. Deny any combination, conspiracy, understanding or agreement of any kind or character has ever at any time been entered into between any of the companies in the petition named with respect to any of the terminal properties therein described, the purpose and object of which was in any manner to control or restrain interstate commerce between the States of Missouri and Illinois, or between any States of the United States or any foreign countries.

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73 43. Deny on the 1st day of May, 1897, or at any time, the Merchants Company sold to the Terminal Association any shares of stock of the Merchants Company other than the shares of stock specifically mentioned in the agreement of August 17, 1893, just referred to; aver the Terminal Association did, in the year 1893, purchase such additional shares of stock of the Merchants Company as to give the Terminal Association a majority of the stock of that company, but deny the Terminal Association owns or operates the Merchants Company, fixes the rates to be charged for the transportation of passengers and freight over the lines of that company, or any properties controlled by that company, or fixes unreasonable rates or toll to be charged upon both or either of said bridges, or operates the same as a single instrument of interstate commerce, or in any manner enjoys and maintains a monopoly of any interstate commerce or trade, or deprives the people of benefit of competition between instruments of such commerce; on the contrary, aver that the relations between these two companies are as hereinafter set forth, and of necessity promote competition in and prevent a monopoly of interstate commerce.

44. Admit subsequent to the 17th day of August, 1893, the Missouri, Kansas and Texas Railway Company, Chicago & Alton Railway Company, St. Louis & San Francisco Railroad Company, Illinois Central Railroad Company, Southern Railway Company, Chicago, Burlington & Quincy Railway Company, St. Louis, Vandalia & Terre Haute Railroad Company (now Vandalia Railroad 74 Company) and the Chicago, Rock Island & Pacific Railway Company became stockholders in the Terminal Association, and each of said companies is now the owner of the amount of the capital stock of the Terminal Association as in the petition set forth; aver the Baltimore & Ohio Southwestern Railroad Company is likewise an owner of the amount of capital stock stated in the petition to be owned by it, but said railway company is such owner by virtue of being the successor of the Ohio & Mississippi Railway Company, which became an owner of stock of the Terminal Association in 1889.

45. Deny the proprietary companies operate under one control or management, or at any time have operated under one control or management, the Terminal Association and the Merchants Company, or the railways owned or controlled by either of these companies, or fix their charges and tolls, or that an unreasonable price was, or is, charged as toll for transporting passengers or freight upon or over either of said bridges, or that an unreasonable price was, or is, charged for transporting passengers or freight over the respective lines of railway of the Terminal Association and the Merchants Company; deny that unreasonable charges are made by either the Merchants Company or the Terminal Association for any service of any character, or that the Terminal Association is, in truth or in fact, a holding company for the proprietary companies; but aver the facts to be, with reference to all of the matters and

things set forth in the eighth subdivision of the petition, the Terminal Association is an active operating terminal company, own-
75 ing railway tracks and motive power, and, under an agreement between it and the proprietary companies, regulates its own charges and tolls in such manner that the revenue derived therefrom shall be sufficient only to meet its fixed charges and operating expenses; by reason of the fact that the system of the Merchants Company, though separate and distinct, complements the system of the Terminal Association, trackage arrangements are necessary to be made, and have been made, between these companies whereby practically all interstate traffic passing over the system of the Merchants Company passes likewise over the system of the Terminal Association, and for the use of the facilities of the two systems a single charge is made; the result of this arrangement is efficiency in service, economy in operation, and reduction in rates; with respect to all these matters and things, the facts are as hereinafter fully stated.

46. Deny competition in the transportation of freight and passengers between the States of Illinois and Missouri and the several States or any States of the United States and any foreign country, has become and is now, or ever was, in any manner stifled, destroyed, or restrained by reason of any act or thing in the petition complained of, or otherwise; deny unreasonable charges are now, or at any time ever have been, established, taxed, or collected for the transportation of passengers or freight between the States of Illinois and Missouri and any States of the United States or any foreign countries, by reason of any matters or things in the petition stated, or otherwise, on the contrary, aver by reason of those facts and things in
76 the petition set forth, which are herein admitted to be true, competition in the transportation of passengers and freight between the States of Illinois and Missouri and the several States of the United States and foreign countries is promoted and encouraged.

47. Deny, except as hereinabove and hereinafter stated, each and every allegation in the eighth subdivision of the petition.

IX.

48. With respect to the averments of the ninth subdivision of the petition, deny in the year 1902, or at any time, any arrangement, agreement, or contract was entered into between the Terminal Association and the Wiggins Ferry Company, whereby the Terminal Association obtained control of the Wiggins Ferry Company, or any of its property of any character whatsoever; deny by reason of any arrangement, agreement, or contract at any time entered into between these companies, any shares of the capital stock of the Wiggins Ferry Company have been deposited with the Mercantile Trust Company of New York as trustee, or with any other company or person as trustee, for any purpose whatsoever; deny the Terminal Association has pledged as security for any issue of any bonds made by it any of the stock of the Wiggins Ferry Company; deny since the year 1902, or at

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this time, the Terminal Association controls the Wiggins Ferry Company or any of its property, or fixes any of the rates or tolls to be charged by that company for any purpose; but aver all the
77 capital stock of the Wiggins Ferry Company is pledged and deposited with a trustee to secure the payment of bonds issued by the Terminal Association, the circumstances, nature, and character of which pledge are as hereinafter fully set forth.

49. Deny by reason of any matter or thing in the petition complained of, competition with respect to interstate commerce or trade is in any manner or to any extent stifled, destroyed, restrained, or monopolized.

50. Deny the motives, intentions, purposes, or objects of any of the defendants, in respect to any of the matters or things in the petition complained of, are as stated in the petition, but were and are as herein stated.

X.

And for further full and complete answer to the petition say;

51. The organization of the terminal, bridge, and ferry companies named in the petition, the purposes of such organization, the properties at any time owned or controlled by any of them, the relations of these properties to each other and the agreements with respect to the use thereof, the growth and development of terminal facilities in the cities of St. Louis and East St. Louis and the uses to which they are put, as well as the terms and conditions upon, and the purposes for which the same are operated and controlled, and the effect thereof, are as follows:

78 52. With respect to the Eads Bridge and the tracks connecting therewith upon each side of the Mississippi River: Prior to the year 1874 there were few industries located in or in the neighborhood of St. Louis or East St. Louis which had railway connections, and the freight and passenger traffic between the various lines then entering the city of St. Louis and the city of East St. Louis, and between such railway lines and industries located in these cities, was handled by means of wagons and ferries. For the purpose of facilitating public convenience and safety in the handling of freight and passenger traffic between and in these cities there was constructed, in 1874, the railway bridge herein referred to as the Eads Bridge across the Mississippi River between these cities, and terminal facilities were constructed connecting with the bridge. The construction of this bridge and of these terminals came about in the following manner:

53. On February 5, 1864, the St. Louis & Illinois Bridge Company was incorporated by special act of the Legislature of the State of Missouri, entitled "An act to incorporate the St. Louis & Illinois Bridge Company," and authorized to construct a bridge over the Mississippi River at St. Louis. This act was amended February 26, 1865, by an act entitled "An act to amend an act entitled 'An act to incorporate the St. Louis & Illinois Bridge Company,' approved

February 5, 1864." February 16, 1865, the Legislature of the State of Illinois, by special act entitled "An act to empower the persons mentioned in an act passed by the General Assembly of the State of
79 Missouri, entitled 'An act to incorporate the St. Louis & Illinois Bridge Company,' approved February 5, 1864, to form a corporation and build a bridge across the Mississippi River at St. Louis," authorized the construction of this bridge over that portion of the river within the jurisdiction of the State of Illinois, and on July 25, 1866, was approved an act of the Congress of the United States empowering the St. Louis & Illinois Bridge Company to erect a bridge at St. Louis.

54. February 21, 1867, by special act of the Legislature of the State of Illinois, entitled "An act to incorporate the Illinois & St. Louis Bridge Company," the Illinois & St. Louis Bridge Company was incorporated, with power to construct a bridge over the Mississippi River at St. Louis, and authorized to consolidate with any bridge company incorporated under the laws of Missouri having like power.

55. March 19, 1868, the Missouri Legislature passed a special act entitled "An act to authorize the consolidation of the St. Louis & Illinois Bridge Company with the Illinois & St. Louis Bridge Company," authorizing the consolidation of the St. Louis & Illinois Bridge Company and the Illinois & St. Louis Bridge Company, and on July 9, 1868, these corporations were consolidated under the name of Illinois & St. Louis Bridge Company. By an act approved July 20, 1868, Congress recognized the consolidation and granted the consolidated company authority to construct a bridge, as authorized by the act of Congress of July 25, 1866.

80 56. The Illinois & St. Louis Bridge Company (the consolidated company) began the construction of the Eads Bridge and completed the same on July 1, 1874; pending the construction of this bridge a mortgage was executed by the Bridge Company under date of March 15, 1870, securing $4,000,000.00 of bonds; a second mortgage was executed May 15, 1871, securing $2,000,000.00 of bonds, and a third mortgage March 2, 1874, securing $3,000,000.00 of bonds. All of these bonds were issued and the proceeds used in the construction of the bridge. November 8, 1872, and while work on the Eads Bridge was in progress, the St. Louis Tunnel Railroad Company was incorporated under the laws of Missouri for the purpose of constructing a railroad from the terminus of the bridge near Third Street, in the city of St. Louis, to a point between Poplar and Cerre Streets, and between Eighth and Tayon Avenue (now Eighteenth Street) so as to make connection with the track of the Missouri Pacific Railway Company and the track of any other railroad company and provide necessary sidetracks in the city of St. Louis. Shortly after the incorporation of this company work was begun upon its railway, commonly known and herein referred to as the tunnel, and on November 29, 1872, the city of St. Louis, by ordinance No. 8101, transferred to and vested in the St. Louis Tunnel Railroad Company the rights and privileges with respect to the building of

the tunnel, which it had theretofore conferred upon the consolidated bridge company. This tunnel was completed on July 4, 1874, concurrent with the completion of the bridge. Pending the construction of the tunnel, the Tunnel Company executed its mortgage
81 under date of January 1, 1873, securing 250,000 pounds sterling bonds, which were issued and the proceeds used in the construction of the tunnel.

57. Default was made in payment of the interest on the bonds secured by these mortgages of the Bridge and Tunnel Companies, receivers were appointed and the mortgages foreclosed by proceedings in the Circuit Court of the United States in and for the Eastern District of Missouri, and a decree was entered April 24, 1878, ordering the sale of the properties of the Bridge and Tunnel Companies.

58. For the purpose of purchasing the bridge and tunnel properties at the sale to be made under this decree the St. Louis Bridge Company was incorporated under the laws of the State of Missouri, December 18, 1878, and the Tunnel Railroad of St. Louis was incorporated under the laws of the same State on the same day. Shortly thereafter the St. Louis Bridge Company became the purchaser under this foreclosure proceeding and now is the owner of the Eads Bridge, and the Tunnel Railroad of St. Louis became the purchaser under the same foreclosure proceeding and now is the owner of the tunnel. The St. Louis Bridge Company has an outstanding capital stock of $7,990,000, of which $2,490,000 are first preferred, $3,000,000 second preferred, and $2,500,000 common; it has also issued $5,000,000 of bonds, secured by mortgages to J. C. Rogers and E. C. Tracy, trustees, dated April 1 1879. The Tunnel Railroad of St. Louis has an outstanding capital stock of $1,250,000; the proceeds of
82 the bridge company stock and bonds and of the tunnel company stock were used in payment for the bridge and tunnel properties, and these bonds and stocks are now principally held and owned in Europe.

59. While the Eads Bridge and the tunnel were in course of construction it was the intention and purpose of the Bridge and Tunnel Companies that the bridge and tunnel would be used by all railroad companies desiring such use, with their own motive power, and that such railway companies would furnish their own respective terminal facilities in the way of switches, sidetracks, freight houses, and passenger depots, for the handling of freight and passenger traffic, which would be separately and independently transported through the tunnel and over the bridge by the various railroad companies; for this reason up to within a short time before the completion of the bridge and tunnel no provision had been made for the acquisition of locomotives, acquisition of land for or construction of sidetracks, warehouses, passenger stations or terminals of any character, or for the operation, by the Bridge and Tunnel Companies, of trains of any character through the tunnel or over the bridge. The Bridge and Tunnel Companies, however, discovering within a few months before the completion of their respective properties, that

none of the railroads then entering the city of St. Louis or East St. Louis had made, or intended to make, any provision for making any connection with the bridge or tunnel in either city, found it necessary to cause to be constructed terminal tracks in each
83 city connecting, in the city of East St. Louis, with the eastern approach of the bridge, and, in the city of St. Louis, with the tunnel, and also to make provision for transferring, through the tunnel and over the bridge, such cars as might be tendered for that purpose by such railway companies as might connect with the terminals and tracks so to be constructed; and to this end the Bridge and Tunnel Companies caused to be incorporated under the laws of the State of Missouri, the Union Railway & Transit Company of St. Louis, on April 13, 1874, and, under the laws of the State of Illinois, the Union Railway & Transit Company of Illinois, on April 14, 1874. The articles of incorporation of the Missouri company declared the purpose of its incorporation was to construct tracks from the western end of the tunnel for railway connection between the bridge and tunnel and any railroads then and thereafter to be constructed in the city of St. Louis, and approaching the tunnel; to provide switches, sidetracks and other necessary appurtenances, and to operate trains through the tunnel and over the bridge; while the articles of association of the Illinois company declared the object of its incorporation to be the construction of tracks and yards in the city of East St. Louis, Illinois, to connect the railroads then entering, or that might thereafter enter, East St. Louis, with the east approach of the bridge, and for the operation of the railroad tracks over the bridge and through the tunnel. In pursuance of this purpose the Union Railway & Transit Company of St. Louis acquired a small tract of land near the western end of the tunnel, and extending westwardly a short distance, on which were constructed railway tracks, switches and sidetracks connecting with the tunnel,
84 and the Union Railway & Transit Company of Illinois acquired a small tract of land in East St. Louis, near the bridge approach, on which railway tracks and switches were constructed. Neither of the transit companies had any passenger stations, either in the city of St. Louis or East St. Louis, or undertook to transport, as common carriers, passengers or freight; the business conducted by the transit companies consisted solely of transporting, with their locomotives, the cars, and trains of cars, which were received by them from the various railway companies connecting with them in the cities of St. Louis and East St. Louis.

60. As the bridge and tunnel properties had been constructed simply for the purpose of furnishing railway tracks for the operation thereover, by the railway companies, of their freight and passenger trains, no provision was made by either the Bridge or Tunnel Company for the accommodation or handling of passenger traffic, and on April 10th, 1874, there was incorporatied under the laws of Missouri the Union Depot Company of St. Louis for the purpose of constructing and maintaining union stations for passengers and freight in the

city of St. Louis, and constructing and maintaining railway tracks to connect such freight and passenger stations with the terminals, and such railroads as might desire such connections. This company was formed in pursuance of an agreement theretofore entered into between the Atlantic & Pacific Railroad Company, Terre Haute & Indianapolis Railroad Company, Indianapolis & St. Louis
85 Railroad Company, St. Louis & Southeastern Railway Company, the Ohio & Mississippi Railway Company, and certain individuals who were willing to furnish the necessary capital for the purchase of the ground and construction of the Union Depot in the city of St. Louis, from and to which passenger trains of all railroad companies terminating in St. Louis, or entering the city over the bridge and tunnel tracks, might run, and for the rental of the depot, so to be constructed, to all the railway lines in common, and the operation and management of the depot by such railway lines, with the right on the part of the lessees to purchase the depot properties at any time after fifteen years. In pursuance of this agreement, and of the articles of association of the Union Depot Company, a Union passenger station was constructed, and tracks connecting it with the tracks of the Union Railway & Transit Company of St. Louis (the tracks of which connected with the tunnel as stated) were laid, and thereafter the Union Station, so built between Eleventh and Twelfth Streets, on Poplar Street, was operated by the railroad companies entering the cities of St. Louis and East St. Louis, until 1894. This station was opened in 1875.

61. The Union Depot Company of St. Louis was incorporated in pursuance of an act of the legislature of the State of Missouri, which provided for the formation of companies in order to facilitate the public convenience and safety in the transmission of goods and passengers in large cities from one railroad to another, and to prevent the unnecessary expense, inconvenience and loss attending the
86 accumulation of a number of stations. The act further provided that any railroad company or companies might incorporate such company and become stockholders thereof.

62. In 1875, the bridge and tunnel having been completed, and the terminals established in connection therewith by the Union Railway & Transit Company of St. Louis and the Union Railway & Transit Company of Illinois, as hereinbefore stated, the Union Railway & Transit Company of St. Louis undertook to provide, and did provide, locomotives and train crews for the handling of freight and passenger trains over the bridge and through the tunnel, and delivering the same to and for the various railway lines in St. Louis and East St. Louis; and when the Union Station was completed, in 1875, the Union Railway & Transit Company also, for the railway companies terminating in the city of East St. Louis, brought their passenger trains into St. Louis and into and out of the Union Station in St. Louis, through the tunnel and over the bridge. This method of operating the bridge and tunnel, and the terminals connected therewith, continued until 1879, when, on the first day of January, of that

year, the Union Railway & Transit Company of St. Louis and the Union Railway & Transit Company of Illinois leased all their properties, including their locomotives, to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, at an annual rental, with the right, upon the part of the lessees, to purchase the properties.

87 63. The terminal facilities provided, as stated, by the Union Railway & Transit Company of St. Louis, in the city of St. Louis, and by the Union Railway & Transit Company of Illinois, in the city of East St. Louis, proving inadequate for the demands of traffic, there was incorporated, under the laws of the State of Missouri, on February 25, 1880, the Terminal Railroad of St. Louis, for the purpose of constructing railroad tracks in the city of St. Louis connecting the tracks of the Union Railway & Transit Company of St. Louis, the Union Depot Company of St. Louis, the Tunnel Railroad of St. Louis, and all railroads entering, or to enter, the city of St. Louis, so as to provide the most ample and convenient connections, accommodations, and terminal facilities in St. Louis for all railroads then, or therafter, to enter St. Louis, and all parties doing business with such railroads. This company acquired small tracts of land between Twelfth and Eighteenth Streets, and, on the land so acquired, tracks were laid and connections made with the Union Depot, Union Railway & Transit Company and the various railway lines connecting with those companies. On February 23, 1880, there was incorporated, under the laws of the State of Illinois, the Terminal Railroad of East St. Louis (referred to herein at times as Terminal Railroad of Illinois), for the purpose of connecting, in that city, the bridge approach and the tracks of the Union Railway & Transit Company of Illinois with the tracks of other railroads entering, or that might thereafter enter, the city of East St. Louis, the general object and purpose being to provide

88 ample and convenient connections, accommodations, and terminal facilities in and near the city of East St. Louis for all railroads then or thereafter entering that city; this company acquired lands in East St. Louis adjacent to the lands of the Union Railway and Transit Company of Illinois.

64. On March 3, 1880, the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis, owning no motive power, but simply small parcels of land on which tracks had been constructed, leased their properties to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis at an annual rental based upon the cost of the properties and with the right on the part of the lessees to purchase the properties.

65. By virtue of the control of the properties of the two Union Railway & Transit Companies and of the two Terminal Railroads acquired through these leases the St. Louis Bridge Company and the Tunnel Railroad of St. Louis assumed the operation, through the tunnel and over the bridge, of the cars and trains of the various railroad companies entering the cities of St. Louis and East St. Louis and connecting with the leased and operated terminals. This

method of handling trains and cars of the various railroad companies principal of the $5,000,000 of bonds of the St. Louis Bridge Company, and Tunnel Railroad of St. Louis jointly leased their properties and assigned their leases of the properties of the two Union Railway and Transit Companies and of the two Terminal Railroads to the Wabash, St. Louis & Pacific Railway Company and the Mis-
89 souri Pacific Railway Company for and during the term of the corporate existences of the lessor companies, and of each of them, and of any and all renewals and extensions of such corporate existences; the lessees agreed to pay by way of rental the interest and principal of the $5,000,000 of bonds of the St. Louis Bridge Company, dividends at the rate of $5.00 per share for three years, and thereafter at the rate of $6.00 per share, on $2,490,000 of the first preferred capital stock of the Bridge Company, dividends at the rate of $3.00 per share yearly on $3,000,000 on the second preferred capital stock of the Bridge Company, dividends at the rate of $6.00 per share annually on $1,250,000 of the capital stock of the Tunnel Railroad of St. Louis, and all taxes and assessments upon the properties leased. By this lease the Wabash, St. Louis & Pacific and Missouri Pacific Railway Companies secured control of the bridge and tunnel and of the grounds and tracks of the two Union Railway & Transit Companies and the two Terminal Railroads, and operated these properties thereafter until 1889. During this period the bridge and tunnel and terminal properties were operated by the Wabash, St. Louis & Pacific and Missouri Pacific Railway Companies separately from their other properties. The operation of the bridge and tunnel and terminal properties consisted in the switching of trains and cars through the tunnel and over the bridge for all railway companies in the cities of St. Louis and East St. Louis connecting with terminals on either side of the river and desiring such service. The operation of the bridge and tunnel properties by these railway com-
90 panies, as lessees, was not a source of revenue or profit, as the charges were at all times so regulated as to produce only revenue sufficient to pay the fixed charges, payment of which had been assumed under the leases, and the cost of operation. In 1889 Mr. Jay Gould, who was then in control through stock ownership of the Missouri Pacific Railway Company and of the Wabash Railroad Company (the successor of the Wabash, St. Louis & Pacific Railway Company), both of which companies had termini in the city of St. Louis, and were largely interested in the development and growth of the city, entered into an agreement, under date of October 1, 1889, with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Wabash Railroad Company, Ohio & Mississippi Railway Company (now the Baltimore & Ohio Southwestern Railroad Company), St. Louis, Iron Mountain & Southern Railway Company, Louisville & Nashville Railroad Company, and the Missouri Pacific Railway Company for the purpose of securing an efficient and economical system of handling freight and passenger traffic at St. Louis and East St. Louis, and enlarging and perfecting the system

for handling such traffic. By the terms of this agreement Mr. Gould, who had by individual purchase personally acquired the capital stock of the two Union Railway & Transit Companies, the two Terminal Railroads, and the Union Depot Company, agreed with the railroad companies just named, parties to the agreement, to cause the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis to be consolidated as the Terminal Railroad Association of St. Louis (herein referred to as Terminal Association),
91 and to cause to be conveyed to this consolidated company the property of the Union Depot Company and the capital stock of the Union Railway & Transit Company of Illinois and the Terminal Railroad of Illinois, and to further cause a portion of the capital stock of the Terminal Railroad Association of St. Louis to be issued, in equal parts, to the six railway companies named, the remainder of the stock to be retained and to be issued to such other railroad companies as might thereafter desire to become parties to the agreement. The agreement further provided that Mr. Gould would cause to be transferred to the Terminal Association the leasehold interests of the Missouri Pacific Railway Company and Wabash Railroad Company in the bridge and tunnel above described. It was also provided that the Terminal Association should issue its bonds to the extent of $7,000,000, of which $5,000,000 should be used in payment for the purchase of the properties to be conveyed to and vested in the Terminal Association, and the remaining $2,000,000.00 should be used to purchase additional real estate and construct additional passenger and freight terminal facilities in St. Louis and East St. Louis. The railroad companies, parties to this agreement, were by a concurrent agreement granted the right in perpetuity of joint use with each other, and such other companies as might from time to time be admitted as proprietary lines of the Terminal Association, of all its properties, the use so granted to be appurtenant to each railroad company. The railroad companies, parties to this agreement, on their part accepted in perpetuity the joint use of the property of the Terminal Association, and agreed that the
92 charges for the use so granted should be sufficient to pay the fixed charges provided for in the leases of the bridge and tunnel properties, the interest on the bonds given for the purchase price of the terminal properties, interest on such future sums as might be expended in the acquisition of additional properties, and to pay taxes and operating expenses. The agreement also provided for the subsequent admission, at any time thereafter, of any other railroad company desiring such admission. The fixed charges on the bridge and tunnel properties thus assumed by the Terminal Association were and are interest at seven per centum on $5,000,000 of bridge bonds, annual dividends of $6.00 per share on $2,490,000 of first preferred bridge stock, $3.00 per share on $3,000,000 of second preferred bridge stock, $6.00 per share on $1,250,000 of tunnel stock, and all taxes on these properties.

66. In pursuance of these agreements the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis were consolidated on July 30, 1889, as the Terminal Railroad Association of St. Louis (herein referred to as Terminal Association). The lease of the bridge and tunnel properties was assigned (with the consent of the Bridge Company and Tunnel Railroad) by the Missouri Pacific and Wabash Railroad Companies to the Terminal Association, and in this way the Terminal Association, in 1889, became the owner of the properties of the Union Railway & Transit Company of St. Louis, the Union Depot Company, the Terminal Railroad of St. Louis, the owner of the stock of the Union Railway &
93 Transit Company of Illinois, and the Terminal Railroad of Illinois, and the lessee of the Eads Bridge and the tunnel, and thereafter operated and does now operate the same in pursuance of the agreement just mentioned. The object and purpose of this agreement were to provide terminal facilities in the cities of St. Louis and East St. Louis, and for the switching of cars and trains between the cities, such use and service to be open not only to the six railway companies parties to the agreement, but also, and upon like terms and conditions, to any and all other railroad companies desiring such use and service; the operation of the properties to be without profit to the stockholders of the Terminal Association, but for the purpose of furnishing convenient and ample facilities for the railway lines entering the cities of St. Louis and East St. Louis; and, in conformity with this object and purpose, the properties of the Terminal Association have been, since the formation of the Association in 1889, so operated, and have at all times been and now are open to the use of all railway lines not members of the Terminal Association upon the same terms and conditions accorded the proprietary companies. No dividends have been declared or paid on any of the stock of the Terminal Association, and its charges have at all times been so regulated as to produce revenue sufficient only to meet its fixed charges and operating expenses and make necessary alterations, improvements, and repairs.

67. The properties, the control of which the Terminal Association acquired in 1889, consist of the bridge and tunnel, a small
94 tract of land in the city of East St. Louis, near the east approach of the bridge, and a right of way some hundred feet in width extending from Eighth and Poplar Streets, in the city of St. Louis, westward to about Twentieth Street, and, adjoining this right of way, various parcels of land on which are located switches and sidetracks. With these terminals at that time were connected, in St. Louis, the tracks of railways entering the city from the south and southwest, while the terminals in East St. Louis were connected with some of the railways entering the city, so that, by virtue of this control of the properties named, the Terminal Association in 1889 was able to switch, for all railways connecting, trains and cars between Twentieth Street, in the city of St. Louis, and a point near the Relay Station, in the city of East St. Louis. Under

date October 1, 1889, the Terminal Association executed its mortgage to the Central Trust Company of New York, trustee, securing $7,000,000 of four and one-half per cent bonds, payable October 1, 1939; and, under date August 1, 1893, to the same trustee, a second mortgage securing $5,000,000 of five per cent bonds, payable August 1, 1943. All of the first-mortgage bonds were issued and are now outstanding; $3,500,000 of the second-mortgage bonds were exchanged for bonds issued by the Terminal Association under a consolidated mortgage dated November 10, 1894, to the Central Trust Company of New York, trustee, securing $12,000,000 of five per cent bonds; of the authorized issue of $12,000,000 of these consolidated bonds, $5,000,000 have been issued and are now outstanding, $3,500,000 taking the place of a like amount of second-mortgage bonds. The
95 proceeds of these bond issues were used in part for the purchase of the properties acquired from Mr. Gould in the manner and at the time hereinbefore stated, and the remainder in the acquisition of properties, the construction of terminal tracks and facilities thereon, and in the construction of the new Union passenger station in the city of St. Louis, fronting on Market Street, between Eighteenth and Twentieth Streets, the construction of which was completed in 1894. This passenger station is now, and since its completion has been, used by every railway line entering the city of St. Louis for receiving and discharging their passengers in the city of St. Louis. For such use of this station all railway lines are charged, without discrimination or preference, like compensation, and without regard to membership in the Terminal Association, on a wheelage basis. Through such use of this station a passenger reaching the city of St. Louis on any railway line, and desiring to leave the city on any other railway line, effects the change for himself and baggage without leaving the station, and in this manner passenger traffic is promoted and encouraged.

XI.

68. The St. Louis Merchants Bridge Company was incorporated under the laws of the State of Illinois on April 4th, 1886, for the purpose of constructing a bridge over the Mississippi River at St. Louis, and on February 3, 1887, the Congress of the United States authorized this company and any incorporated railroad companies associated with it to build a bridge across the Mississippi River at some suitable point between the Eads Bridge and the mouth
96 of the Missouri River. This act of Congress provided that all railroad companies desiring to use this bridge should have equal rights and privileges for the passage of railway trains upon the payment of reasonable compensation, and in the event of disagreement as to the compensation and terms of use the matter should be determined by the Secretary of War. The bridge was completed and opened for operation in May of 1890 and is the structure referred to in the petition as the Merchants Bridge.

69. The St. Louis Merchants Bridge Terminal Railway Company (herein referred to as Merchants Company) was incorporated August 17, 1887, under the laws of Missouri, for the purpose of operating a railroad within the corporate limits of the city of St. Louis, from Eighth and Gratiot Streets to the western approach of the Merchants Bridge, and, by ordinance of the city of St. Louis, approved in 1887, was authorized to construct its railway tracks over the route designated, and to receive from and deliver to any railroad company connecting with it all cars tendered, and to permit all railroads connecting with it to operate their trains, locomotives, engines, and cars over its tracks, upon such terms and conditions as might be agreed upon; this ordinance also provided for arbitration in the event the parties could not agree, and, in default of arbitration, the railroad commissioners of the State of Missouri should determine the matter in controversy.

70. The tracks authorized by this ordinance were con-
97 structed, and, on February 1, 1889, the Merchants Company leased the Merchants Bridge, which was then under course of construction. This lease provided that all railroad companies desiring the use of the property should be entitled to the equal rights and privileges relative to the passage of trains thereon as were enjoyed by the lessee. As payment for rental, the lessee agreed to pay interest on $2,000,000.00 of the bonds of the Bridge Company, taxes on the bridge property, and three-fourths of the net income accruing from the operation and use of the bridge. On March 4, 1889, there was incorporated under the laws of the State of Illinois the Electric City & Illinois Railway Company, for the purpose of constructing a railway from the east approach of the Merchants Bridge, through Madison County, Illinois, to the city of East St. Louis. The name of this company was changed to Madison, Illinois & St. Louis Railway Company. This company constructed a line from the east approach of the Merchants Bridge to Granite City, Illinois, but never constructed a line into the city of East St. Louis. This company was incorporated in the interest of the Merchants Company, and all of its stock is owned by that company. In 1893 the lease of the Merchants Bridge to the Merchants Company was cancelled and the bridge was leased to the Madison, Illinois & St. Louis Railway Company. Through this lease of the Merchants Bridge, and its ownership of the stock of the Madison, Illinois & St. Louis Railway Company, the Merchants Company switches cars and trains of cars from Seventh and Gratiot Streets, in the city of St. Louis, to the levee or wharf, thence northwardly to Ferry Street, in the city of St. Louis,
98 and over the Merchants Bridge to Granite City, Illinois.

71. In order to secure funds for the erection of the Merchants Bridge and constructing the tracks of the Merchants Company and of the Madison, Illinois & St. Louis Railway, bonds were issued as follows: $3,500,000 of bonds of the St. Louis Merchants Bridge Terminal Railway Company, secured by mortgage dated October 1, 1890, to the St. Louis Trust Company, bearing five per

cent interest, payable semiannually; $2,000,000 of bonds of the St. Louis Merchants Bridge Company, secured by mortgage dated February 1, 1890, to Farmers Loan & Trust Company of New York, bearing six per cent interest, payable semiannually; and $500,000.00 of bonds of the Madison, Illinois & St. Louis Railway Company, secured by mortgage dated October 1, 1891, to the St. Louis Trust Company, bearing six per cent interest, payable annually.

72. The operation of the Merchants Bridge, the Merchants Company, and the Madison, Illinois & St. Louis Railway Company proved unprofitable, and in 1893 the Merchants Company was insolvent, having a large floating indebtedness, and was unable to meet its obligations at maturity or pay interest maturing upon its own bonded indebtedness, that of the Madison, Illinois & St. Louis Railway Company, or upon the bonded indebtedness of the Merchants Bridge. The facilities so owned and controlled by the Merchants Company were separate and distinct from the system of termi-
99 nals owned and controlled by the Terminal Association. The tracks controlled and operated by the Merchants Company were at right angles with the tracks operated by the Terminal Association—the tracks of the Merchants Company beginning at Eighth and Gratiot Streets, in the city of St. Louis, and running to the river front northwardly and diverging to Hall Street about four miles to Ferry Street, there crossing the Merchants Bridge and continuing northwardly to Granite City in Illinois; while the tracks operated by the Terminal Association began at Twentieth Street and Clark Avenue, in the city of St. Louis, and extended eastwardly, through the tunnel and over the Eads Bridge, to a point near the Relay Station, in the city of East St. Louis, Illinois. There was no industry located at any point on the tracks of either company which was reached by the tracks of the other. The Merchants Company had no passenger station in the city of St. Louis, and did not connect in any manner with the Union Station or with any of the railway lines entering the city of St. Louis from the south or west, or with any of the railway lines entering the city of East St. Louis from the south or east.

73. In 1893 several of the railway lines entering, or about to enter, the city of St. Louis from the north, were desirous of reaching the new Union passenger station of the Terminal Association, which was in course of construction, while some of the railway companies entering the city of East St. Louis could more advantageously reach the Union Station, in the city of St. Louis, if connections could be formed between the tracks of the Terminal Associa-
100 tion and the Merchants Company, in such a way that trains and cars could, by continuous movement, pass between the cities of St. Louis and East St. Louis over the tracks of these two systems. Much of the freight traffic coming into the cities of St. Louis and East St. Louis was through traffic, destined to cross the Mississippi River at St. Louis. The facilities of the Terminal Association had become inadequate for the proper handling of the in-

creased traffic, and it was manifest it would be greatly to the interest of all the railroads then entering the city of St. Louis or the cities of East St. Louis, Madison, Granite City, Venice and East Carondelet, as well as of the public, if some arrangement could be effected whereby the two systems of terminals could be so connected and operated that freight traffic, through or local, between and in the cities of St. Louis and East St. Louis, or destined to cross the Mississippi River, or destined from one railway to another, or to any industry located on the tracks of either of the terminal systems, or the tracks of any one of the railway companies, could be moved without change of motive power, and with a single charge for the service so performed, so that all industries in the cities of St. Louis and East St. Louis, and located on the tracks of either system, could have equally efficient switching service, and without discrimination, preference, or advantage with respect to such service or the charges therefor. To this end and for this purpose, and to prevent the disintegration of the properties operated by the Merchants Company, and to secure the use in common without discrimination for all railway lines of these properties, an agreement was en-
101 tered into on the 13th day of August, 1893, between the Merchants Company and the Terminal Association, whereby the Terminal Association agreed to guarantee payment of the $3,500,000.00 of bonds of the Merchants Company, and to purchase from the Merchants Company 4,384 shares of its stock, and advance to the Merchants Company a sufficient amount to enable it to meet its current and pressing obligations. At the same time that this agreement was entered into the Terminal Association acquired other shares of the stock of the Merchants Company, so that the aggregate of the shares of stock thus acquired by it constitutes a majority of the stock of the Merchants Company. On its part the Merchants Company granted to the Terminal Association the right to operate its trains over all the terminal properties owned or controlled by the Merchants Company. The Terminal Association agreed to construct a line of railway connecting the Union passenger station with the Merchants Company, so that passenger trains might pass over the Merchants Bridge and into and out of the Union Station, and freight trains and cars passing over the Merchants Bridge and Merchants Company system might connect with the tracks of the Terminal Association.

74. This agreement of August 13, 1893, between the Merchants Company and the Terminal Association was recorded in the office of the secretary of state of Missouri at the time of its execution, and has continually been a matter of public record and general knowledge. In 1908 the State of Missouri, at the relation of
102 the attorney general, filed an information in the Supreme Court of the State of Missouri alleging the illegality of this agreement, and of the ownership by the Terminal Association of the stock of the Merchants Company; upon the hearing of this proceeding the Supreme Court of Missouri held that the acquisition and

ownership by the Terminal Association of the stock of the Merchants Company was authorized by the laws of the State of Missouri, and was in harmony with the statutes of the State of Missouri, which made special provision for such ownership of stock and control and operation by one terminal company of the tracks and facilities of other terminal companies.

XII.

75. The Wiggins Ferry Company is a corporation organized in 1853 under special act of the Legislature of the State of Illinois, entitled "An act to incorporate the Wiggins Ferry Company," for the purpose of operating ferries across the Mississippi River at St. Louis. It is the owner of large tracts of land in the city of East St. Louis available for terminal uses, and is the owner of all the capital stock of the East St. Louis Connecting Railway Company, a corporation organized under the laws of the State of Illinois, in 1878, and which owns railway tracks along the river front in East St. Louis connecting with some of the railways entering that city. The Wiggins Ferry Company also owns all the stock of the St. Louis Transfer Railway Company, a corporation organized under the laws of the State of Missouri in 1884, and which owns railway tracks about six miles in length, between Arsenal Street on
103 the south, and Calvary Avenue on the north. The tracks of the St. Louis Transfer Railway Company and of the East St. Louis Connecting Railway Company connect with the inclines of the Wiggins Ferry Company. The Wiggins Ferry Company owns almost the entire river front north of the Eads Bridge opposite the city of St. Louis and operates a number of ferry boats for transportation across the river of wagon traffic and freight cars. The lands of the Wiggins Ferry Company in East St. Louis are very extensive and are so located as to be readily utilized for terminal facilties used in connection with the properties owned and operated by the Terminal Association in the cities of St. Louis and East St. Louis.

76. In 1902 the Chicago, Rock Island & Pacific Railway Company, Missouri Pacific Railway Company, Louisville & Nashville Railway Company, St. Louis, Iron Mountain & Southern Railway Company, Wabash Railroad Company, Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Baltimore & Ohio Southwestern Railroad Company, St. Louis & San Francisco Railway Company, then proprietary companies of the Terminal Association, and Pennsylvania Company (controlling the St. Louis, Vandalia & Terre Haute Railway Company, now Vandalia Railroad Company), with the object and purpose of causing the terminals of the Wiggins Ferry Company to be opened to the joint and equal use, upon like terms and conditions with themselves, of all railway lines then entering, or that thereafter might enter, St. Louis or East St. Louis, and which might desire such use, either for intrastate or interstate traffic,

104 purchased the capital stock of the Wiggins Ferry Company; and negotiations were opened with the Southern Railway Company, Missouri, Kansas & Texas Railway Company, Chicago & Alton Railway Company, Illinois Central Railroad Company, and Chicago, Burlington & Quincy Railway Company with a view of uniting all railway companies entering St. Louis or East St. Louis in the ownership and control in common of all of the stock of the Wiggins Ferry Company, and for the admission of all nonproprietary lines into membership in the Terminal Association on the same terms and conditions upon which all the other lines had theretofore been admitted. These negotiations resulted in the execution of agreements whereby the title to all the stock of the Wiggins Ferry Company was vested in the proprietary companies—other than the Vandalia Railroad Company—and in the Pennsylvania Company, as equal owners, and all the railway companies named, not then members of the Terminal Association, were admitted into membership upon the same terms and conditions as the other railway companies had heretofore been admitted, and were accorded, in common with such companies, equal joint use and benefit of all the terminals of the Terminal Association. At the time this agreement was entered into, the Terminal Association was contemplating the acquisition of a large amount of land in the city of St. Louis, making additions to and changes in its terminal facilities in St. Louis and the building of a belt line in the county of St. Louis for the purpose of connecting its facilities with the various railway lines entering St. Louis, to the end that traffic between such lines,
105 as well as through traffic crossing the river at St. Louis, might be handled more expeditiously and thus avoid the delays incident to passing through the city. For this purpose the Terminal Association contemplated the issue of a large amount of bonds, to be secured by a general mortgage. The properties then owned by it being all incumbered and the properties to be acquired being not of sufficient value in themselves to form satisfactory security for the contemplated loan, it was necessary that such loan should be guaranteed, as to payment of interest thereon, by all the proprietary companies, and the payment of the principal by the pledge of all the stock of the Wiggins Ferry Company in such manner that the general mortgage would constitute a first lien upon such stock; and accordingly this general mortgage was issued, under date of December 16, 1902, and $18,000,000 of bonds have been issued thereunder and are now outstanding. The main security for these bonds is the agreement of each of the proprietary lines to use, in perpetuity, the facilities owned and controlled by the Terminal Association, and the pledge of the Wiggins Ferry Stock. The Terminal Association is under obligation to the proprietary lines to provide, from time to time, such additional terminal facilities as may be requisite for handling the traffic of these lines in the cities of St. Louis and East St. Louis. To enable the Terminal Association to carry out this obligation, and provide these facilities, the general mortgage just

referred to provides for an issue thereunder of an aggregate amount of $14,000,000 of bonds, these bonds to be issued to the extent
106 of $1,000,000 annually, beginning with the year 1906. It is the purpose of the Terminal Association to so issue these bonds and, with the proceeds thereof, increase its terminal facilities and rearrange track connections and crossovers between all of the terminal properties, to the end that, so far as possible, such terminals may be operated as an entirety, traffic moved between all points for a single charge and without change of motive power, and all railway lines served equally and without discrimination with respect to promptness of service, charges and extent of facilities afforded. To this end, agreements were entered into between the nonproprietary railway companies named and the Terminal Association, which provided, among other things, that in consideration of the use granted thereby to the railway companies of all of the terminal properties of the Terminal Association, the railway companies accepted such use and agreed forever to employ these facilities for all railroad traffic controlled by them crossing the river at the city of St. Louis, and guaranteed, each to the extent of its interest in the Terminal Association, payment of interest on the bonds which the Terminal Association had theretofore issued and which it was then about to issue. These agreements further provided that the tolls or charges of the Terminal Association derived from the operation of its terminals should be so regulated as to meet the fixed charges, taxes, maintenance and operation of its facilities, to the end that the properties of the Terminal Association might be operated at cost, and in the event of a deficit at any time in the revenue sufficient to meet such charges, each proprietary company would advance one-four-
107 teenth of such deficit. As further security for the bonds of the Terminal Association, and as a guarantee of their agreement to make use of the properties of that company, the railway companies, owners of all the stock of the Wiggins Ferry Company, pledged that stock with the trustee in the general mortgage of the Terminal Association, and all of the stock of the Wiggins Ferry Company is now so pledged.

XIII.

77. The necessity for the joint ownership and control of common terminals in all large cities, for the joint and common use of all railway lines entering such cities, has been recognized, and the development of such systems of terminals, fostered and encouraged by legislation in many States. The Congress of the United States has likewise recognized such necessity and has enacted laws, applicable to the District of Columbia, whereby the railway lines entering the city of Washington and engaged in interstate trade and commerce, are authorized to unite in the ownership, management, and control of terminals in Washington City, for the joint use of all railway lines entering that city. In no other way can the through and local

traffic in large cities be expeditiously or economically handled, or the imposing of unnecessary charges upon such traffic be avoided.

78. The Terminal Association and the Merchants Company are each incorporated, as hereinbefore fully stated, under the laws of the State of Missouri, for the specific purpose of providing terminal facilities for railroad companies. For the incorpora-
108 tion and conduct of the business of such companies, the State of Missouri has by legislative enactment made special provision, giving to such companies power to build, maintain and operate terminal railroads and terminal facilities for the use of all railroad companies, to own and operate ferries and bridges, to construct tunnels, and to hold the stock and bonds of any company operated in connection with or forming a part of such terminal facilities.

79. As shown by the articles of association of the constituent companies forming the Terminal Association, and of the terminal companies whose stock the Terminal Association acquired at the time of the consolidation, and of the Union Depot Company, as hereinbefore fully stated, the purpose and object of the organization of these companies were to meet these well recognized requirements of railway traffic. In pursuance of this purpose and object, and to increase terminal facilities from time to time, as the demands of railway traffic have required, the Terminal Association has caused to be incorporated, and has acquired control of other terminal companies. Among the companies so incorporated are the East St. Louis Belt Railroad Company, which was incorporated under the laws of the State of Illinois in 1898, and which has constructed tracks connecting the tracks of the Madison, Illinois & St. Louis Railway Company with the tracks of the East St. Louis & Carondelet Railroad Company; the Illinois Transfer Railroad Company, incorporated under the laws of the State of Illinois in 1889, which has constructed a connec-
109 tion between the tracks of the East St. Louis Belt Railroad Company on the north with the tracks of the Illinois Central Railroad Company on the south. In 1893 the Terminal Association acquired the stock of the St. Louis Terminal Railway Company and has since then caused the tracks of that company to be built from a connection with the tracks of the Merchants Company in North St. Louis to a connection with the Wabash Railroad Company in the county of St. Louis; in 1902 the Terminal Association acquired the stock of the St. Louis Belt & Terminal Railway Company incorporated under the laws of the State of Missouri, and is now causing to be constructed the tracks of that company, forming a connection between the St. Louis Terminal Railway Company and the St. Louis & San Francisco Railroad Company on the south and the Chicago, Burlington & Quincy Railway Company on the north, and with all intermediate railway companies; in 1900 the Terminal Association acquired the capital stock of the Granite City & Madison Belt Line Railroad Company, a company incorporated under the laws of the State of Illinois, for the purpose of constructing a belt line around Granite City; about seven-tenths of a mile of track has been built by

this company; in 1903 the Terminal Association acquired all the stock of the East St. Louis & Carondelet Railway Company, which owns tracks connecting with the East St. Louis Belt Railroad Company and extending southwardly to East Carondelet; in 1903 the Terminal Association acquired all the capital stock of the Interstate Car Transfer Company, a corporation organized in 1896 under the laws of the State of Missouri, and which operates a ferry transfer
110 between an incline of the Chicago, Burlington & Quincy Railroad Company in the northern part of the city of St. Louis, and inclines of the Southern Railway Company.

XIV.

80. The capital required for the construction and acquisition of the bridges, tunnel, and the various terminal properties, operated and controlled as hereinbefore stated, has been largely secured, from time to time, by the issuing of bonds, and there are now outstanding a number of bond issues, secured by mortgages, affecting these terminal properties, as follows:

81. Mortgage of the St. Louis Bridge Company of April 1, 1879, to J. C. Rogers and C. E. Tracy, trustees, securing $5,000,000 of bonds maturing April 1, 1929, all issued and outstanding; first mortgage of the Terminal Railroad Association of St. Louis, dated October 1, 1889, to Central Trust Company of New York, trustee (which has been succeeded as trustee by Standard Trust Company of New York, trustee), securing $7,000,000 of bonds payable October 1, 1939, all issued and outstanding; first consolidated mortgage, dated November 10, 1894, to Central Trust Company of New York, trustee, securing $12,000,000 of bonds payable August 1, 1944, of which $5,000,000 are issued and outstanding; general mortgage, dated December 16, 1902, to Central Trust Company of New York, and William Taussig, trustees, securing $50,000,000 of bonds maturing January 1, 1953, of which $18,000,000 are issued and outstanding.

111 82. Mortgage of the St. Louis Merchants Bridge Terminal Railway Company, dated October 1, 1890, to the St. Louis Trust Company, trustee, securing $3,500,000.00 of bonds, payable October 1, 1930, all issued and outstanding and guaranteed, as to payment of principal and interest, by the Terminal Association; mortgage of the St. Louis Merchants Bridge Company, dated February 1, 1889, to the Farmers' Loan & Trust Company of New York, trustee, securing $2,000,000.00 of bonds, payable February 1, 1929, all of which are issued and outstanding and payment of interest thereon, guaranteed by the Terminal Association; mortgage of the Madison, Illinois & St. Louis Railway Company, dated October 1, 1891, securing $500,000.00 of bonds, payable October 1, 1911, all issued and outstanding and pledged as security for notes of the Merchants Company, held by the Terminal Association.

83. Mortgage of St. Louis Terminal Railway Company to the St. Louis Trust Company, trustee, dated January 2, 1893, securing

$1,500,000 of bonds, maturing January 2, 1943, all issued and outstanding.

84. As security for loans, all the stock of the Union Railway & Transit Company of Illinois, Terminal Railroad of East St. Louis (Illinois), East St. Louis Belt Railroad Company, St. Louis Terminal Railroad Company, Illinois Transfer Railroad Company, Granite City, Madison & Belt Line Railroad Company, St. Louis Belt & Terminal Railway Company and East St. Louis & Carondelet Railway Company, and 17,800 shares of the capital stock of
112 the St. Louis Merchants Bridge Terminal Railway Company have been pledged, under the various above-mentioned mortgages of the Terminal Railroad Association of St. Louis, and the entire issue of the capital stock of the Wiggins Ferry Company, 10,000 shares, is also pledged to the Central Trust Company of New York, trustee, by the proprietary lines, other than the Vandalia Railroad Company, and Pennsylvania Company, to secure the bonds of the Terminal Association, and as a guaranty of the contract, upon the part of the proprietary lines, to make use of the properties of the Terminal Association.

XV.

85. While the properties of the Terminal Association and its subsidiary companies, of the Merchants Company and its subsidiary companies, and of the Wiggins Ferry Company and its subsidiary companies are now and have at all times been separately operated, no one of the systems is complete or adequate in itself, and for the purpose of making a more complete and perfect system of terminals, and especially for the more rapid and safe handling of trains, various track connections have from time to time, since 1893, been made between the tracks of these different companies, and agreements have been entered into between them whereby in some instances the tracks of one company may be operated for all traffic passing in one direction, while the tracks of the other company may be used for traffic passing in the opposite direction, thus facilitating the handling of trains and the avoidance of accidents and delays. The op-
113 eration of passenger trains through the tunnel is at certain times of the year attended with much complaint and some discomfort. If all the passenger trains of all the various railway lines crossing the river were required to pass over the Eads Bridge and through the tunnel, this passenger traffic, together with the large volume of freight traffic which must of necessity take this channel, would produce congestion and materially interfere with and restrain the traffic across the river. To avoid this physical discomfort to passengers and the congestion of and delays to traffic, arrangements have been made between the Merchants Company and the Terminal Association for the operation over the Merchants Bridge of a considerable portion of the freight and passenger traffic which, in the absence of such arrangement, would pass over the Eads Bridge. These arrangements have been made possible only by reason of the

control which the Terminal Association exercises by virtue of its ownership of the majority of the stock of the Merchants Company in the conduct of the business of that company. Under like agreements between these companies each is permitted the use of the facilities of the other, and such use of the facilities of each company by the other must, of necessity, be under one control and management. The effect of these arrangements and this method of operation not only largely increase the facilities of each company, but reduce the cost of operation, and, by reason of the economy so resulting from such operation, there has been a continued and steady decrease in all freight charges on interstate traffic; so that the tolls and charges for such traffic today across the river have been reduced from forty to sixty per cent.

114 86. In addition to the fourteen proprietary lines now using, and being required to use in perpetuity, under the contract hereinbefore mentioned, the facilities owned or controlled by the Terminal Association, there are other railway lines entering the cities of St. Louis and East St. Louis which are engaged in interstate commerce. Between these lines and the proprietary lines there is an interchange of a large volume of traffic, a portion of which is interstate. Few of these railway lines connect directly with each other. All of the railway lines not members of the Terminal Association have been and now are granted the same use of all the facilities of the Terminal Association on the same terms and conditions that such use is granted to the proprietary lines; no distinction is made between a proprietary line and a nonproprietary line in the handling of traffic with respect to charges or services. All lines are upon an exact equality with respect to the use of all terminals. The purpose of so handling freight and passenger traffic is to bring about economy in operation and expeditious interchange between all railway lines entering St. Louis and East St. Louis. The effect of this method of operation is to prevent any one line from securing an advantage or monopoly in the handling of freight or passenger traffic. No one of the terminal companies has any freight cars of its own or handles freight traffic on its own account. They receive freight only for some line with which they connect and simply serve as a conduit through which the traffic of the various lines may pass in interchange.

115 The Terminal Association is the only one of the terminal companies which has a passenger station in the city of St. Louis. In the passenger station of the Terminal Association every railway line entering the city of St. Louis receives and discharges its passengers; and for such use of this station all railway lines, without regard to membership in the Terminal Association and without discrimination or preference, are charged like compensation upon a wheelage basis. Freight depots are maintained by each of the terminal companies where freight consigned to or from each railway line is received and delivered. Through the method of operation prevailing, freight destined for any line of railway may be received and delivered at any station of any one of the terminal companies,

each terminal company acting as the agent of and serving equally all railway lines. Traffic between all large cities of the United States and the city of St. Louis is competitive. The method in which the terminals of St. Louis and East St. Louis are conducted, as herein stated, prevents any one railway line from obtaining any advantage over any other, with respect to facilities for the handling of its freight or passenger traffic in the city of St. Louis. The smaller railway lines have the same facilities that stronger competitors might alone secure, and thus competition between all railway lines is encouraged, trade promoted, and a monopoly avoided.

87. The method of operation of the terminal companies was never intended to result in profit to the owners, and there has never been at any time any profit in the operation. No dividends have ever been declared or paid on any of the stocks of any of the terminal
116 companies or of their subsidiary companies. Now, and at all times tolls and charges are, and have been, so fixed as to cover only fixed charges, expenses of operation and maintenance, alterations, betterments, and repairs.

88. None of the acts or matters complained of in the petition, which are herein admitted to be true, and none of the acts herein averred to have been done, has been in pursuance of any combination, conspiracy, contract, or agreement to restrain or monopolize in any manner, or to any extent, interstate trade or commerce. On the contrary, all of the acts complained of in the petition which are herein admitted to be true, and all of the acts averred in this answer to have been done, have been in pursuance of the object and purpose to create and develop in the cities of St. Louis and East St. Louis, and adjoining villages, a complete system of railway terminals, to be operated economically and without profit, for the joint and equal use, upon like terms and conditions, of all railway lines at any time entering either of the two cities, and thus foster and promote interstate commerce. In the carrying out of this purpose the effect has been, and must of necessity be, to avoid the creation of a monopoly in such commerce by any one railway company, or any number of railways companies.

89. The bonds of the terminal companies and the stocks of the St. Louis Bridge Company and Tunnel Railroad of St. Louis are held by many owners throughout the United States and Europe. The proceeds of these bonds have been used in the acquisition
117 and development of the terminal properties mentioned in the petition. The main security for these bonds is the obligation of the proprietary lines to forever use these terminals for all traffic crossing the river at St. Louis, pay for this use such tolls and charges as will enable the Terminal Association to meet its operating expenses and interest on these bonds, and make good any deficit in revenue required to be made good for this purpose. This obligation of the proprietary lines has made possible the issue of these bonds and at a lower rate of interest than could have been otherwise secured, and has thus lessened the rates the Terminal Associa-

tion charges for the use afforded and the service rendered, and diminished the traffic charge to the public. A large percentage of all charges made by the Terminal Association is paid and absorbed by the proprietary lines, and as there is no discrimination between the charges to the proprietary lines and outside companies, it is to the interest of the proprietary lines, through their control of the Terminal Association, to make these charges at all times as low as possible.

90. When the Terminal Association was formed, the Eads Bridge and the tunnel were under lease to two railway companies, and all the terminals in the city of St. Louis and East St. Louis, connecting with the bridge and tunnel, were owned by a single individual who controlled the corporate action of the lessees of the bridge and tunnel. With the organization of the Terminal Association the control of these facilities passed to it, and, by the admission from time to
118 time of the various proprietary lines, to-day all of the main lines of railway in the United States have joint control and use of these facilities, which would otherwise be under the control of one individual or interest.

91. For the interchange between the various railway lines and continuous movement of interstate traffic in St. Louis and East St. Louis there must of necessity be maintained a system of tracks connecting the different railways. Some of these railways have their termini in East St. Louis and others in St. Louis. The maintenance of this essential adjunct of railway commerce makes the cooperation of all railway lines indispensable. Of necessity the connecting links must be operated for the use and benefit of all. The practical operation of such a system requires a continuous movement; such continuous movement can only be effected under a single control and direction. The entrance by railway lines into the cities of St. Louis and East St. Louis has been effected with a view to the use of the terminals as now constituted and operated, and the operation of these terminals as an entirety is essential to the proper and expeditious interchange of traffic between the various railway lines. In this manner each line has a direct connection with the others, and traffic from one to the others necessarily passes in many instances over the tracks of each one of the terminal companies. Tracks have been laid and track connections made with the special view of facilitating this interchange of traffic. Many manufacturing and indus-
trial plants have been located and established upon the tracks
119 of the several terminal companies, and large amounts of money expended in the construction thereof since 1893 because of the great advantage afforded shippers by reason of the railway facilities furnished for switching to and from such establishments over all of the terminal systems for a single charge. Every industry or shipper located on any line of either terminal company is thus enabled to receive from and ship to any point on any line of railway in the United States freight subject only to a single switching charge, and at the same time is given the benefit of competitive rates between all

railway lines out of St. Louis or East St. Louis and the cities adjacent both on shipments coming to and going from said respective points.

92. While all the stock of the Wiggins Ferry Company is owned, in equal proportions, by the Pennsylvania Company and the fourteen proprietary lines (other than the Vandalia Railroad Company), the owners of this stock, who are, with the exception of the Pennsylvania Company, likewise owners of all the stock of the Terminal Association, have pledged the stock with the trustees in the general mortgage of the Terminal Association to secure its issue of $50,000,000 of bonds as a guaranty of their contract to forever make use of the terminal facilities of the Terminal Association, and to pay for this use such charges as will enable that company to meet its operating expenses and interest on these bonds. Out of the proceeds of these bonds the Terminal Association has reimbursed the owners the amount expended in the purchase of the Wiggins Ferry stock
120 and the Terminal Association is, in consideration of this reimbursement, granted, until the maturity of its general mortgage, the right to operate and receive the revenue therefrom all the properties of the Wiggins Ferry Company. The ownership of the stock of the Wiggins Ferry Company by each of the proprietary lines is incident to its membership in the Terminal Association. If any one of the proprietary lines abandons the use of the properties of the Terminal Association, or defaults in its guaranty of the obligations of that company, its interest in the Wiggins Ferry Company passes to the other proprietary lines; so that at all times, and until the maturity of the general mortgage bonds of the Terminal Association, all the properties of the Wiggins Ferry Company are open to the use of all the proprietary lines, thus making it impossible for any one railway company to secure the use of these properties to the exclusion of other companies.

93. At the time the Eads Bridge was completed in 1874, every railroad terminating on the east bank of the Mississippi River opposite St. Louis was owned by a company incorporated for the purpose of constructing and operating a railroad terminating on said east bank of the river, and every railroad entering St. Louis from the west was owned by a company incorporated for the purpose of constructing and operating a railroad terminating in the city of St. Louis. Prior to the opening of the Eads Bridge for traffic, no interchange of freight or passengers between the railroads thus terminating on opposite sides of the river could be made except by the use of teams and wagons transported on ferry boats across the river,
121 and no freight or passengers coming from the east over the railroads terminating on the east bank of the river and destined for the city of St. Louis could reach that city except by means of teams and wagons transported across the river on ferry boats. Every line of railroad on either side of the river had comparatively a short mileage, and the companies owning them were each and all without financial ability to defray the great cost of connecting their

roads by means of a bridge across the river. The delays in handling freight and passengers, necessarily incident to the use of teams, wagons, and ferry boats were frequent and costly, and served in a great measure to retard the growth and development of the city of St. Louis, and to keep at a low ebb the traffic between the States lying east and west of the river that would otherwise naturally have passed through the St. Louis gateway.

94. The construction of the Eads Bridge alone could not and did not in the slightest degree relieve the situation. The west bank of the river is high, the east bank very low. The termini of all the western roads were some distance from the river; the height of the bridge made necessary a long and expensive approach on the east bank if connections were to be made with the railroads terminating on the east bank of the river. The scheme of a railroad through a tunnel was adopted to connect the western railroads with the bridge. But when all this had been done, terminal yards on either side of the river were absolutely essential to make possible the interchange of cars between the railroads, and there were needed freight sta-
122 tions in St. Louis for the handling of freight coming to that city from the east over the railroads terminating on the east bank of the river, or intended for shipment over those roads, and a passenger station in St. Louis for the accommodation of passengers that had been or were to be handled by the last mentioned railroads. The financial resources of the company which constructed the Eads Bridge were wholly exhausted in the building of the bridge; those of the tunnel company in constructing the tunnel and its railroad, and additional capital had to be obtained to do the other things which have been mentioned as necessary to make the bridge and tunnel available for use in the handling of freight and passengers. The formation of the several terminal companies, before mentioned in this answer as having been incorporated in connection with the Eads Bridge, and the existence of numerous separate and diverse interests was the inevitable result. The use of the Eads Bridge did not have the effect of driving the ferry companies out of business; on the contrary, as the years passed more railroads came to the east bank of the river opposite St. Louis, more came into St. Louis from the west, and those already in St. Louis were greatly extended through the south, southwest, west, and northwest. St. Louis traffic proper and traffic passing through the St. Louis gateway increased, and the ferry companies, as well as the terminal railroad companies, were compelled to expend large sums in increasing their facilities.

95. The organization and operations of the Terminal Association made it possible to increase greatly the facilities for handling
123 both freight and passengers. Large additions were made to the terminals and business tracks on both sides of the river. Numerous industrial establishments were erected and operated on these tracks, and access to all these establishments was given on equal terms to all of the railroads on either side of the river. The bringing together of all the disjointed and diverse interests under the single

management of the Terminal Association resulted in the better handling of traffic, both freight and passenger, and, instead of restraining traffic, did much to stimulate it and to facilitate the expeditious handling of it at a low charge.

96. The builders of the Merchants Bridge were confronted with difficulties of exactly the same character as those which confronted the builders of the Eads Bridge. The bridge alone was useless. The incorporation of companies to construct and operate connecting railroads on either side of the river was absolutely essential. The financial resources of both bridge and connecting railroad companies became wholly exhausted. The bridge and its connecting railroads reached and accommodated territory and industrial establishments on both sides of the river which were not reached by the tracks of the Terminal Association, and a number of the railroads terminating on the east bank of the river could not reach the territory of the Merchants Bridge and its connecting railroads except over the tracks of the Terminal Association. The contract between the Merchants Company and the Terminal Association opened all the territory and industrial establishments reached exclusively by the Merchants
124 Bridge and its connecting railroads to all the railroads on both sides of the river on equal terms and gave all those industrial establishments unrestricted access to each and all of the railroads on either side of the river and reduced the charges for handling freight to and from those establishments.

97. The acts and doings of the said railroad companies forming the Terminal Association, as fully set forth and explained in this answer, have been and are in all respects lawful, and have not and do not tend in any way whatsoever to the restraint of trade or commerce among the several States or with foreign nations, and have not and do not monopolize, nor constitute an attempt to monopolize, any part of the trade or commerce among the several States or with foreign nations; on the contrary, each and all of the things done by the said railroad companies, as in this answer set forth, have been done for the sole purpose of furnishing those railroad companies with equal facilities for handling expeditiously, and at the least possible charge, all traffic, both freight and passenger, in which the city of St. Louis alone is concerned, and also all traffic passing through the St. Louis gateway, and the sole result of all the things done as aforesaid, has been to enable all of the railroad companies whose railroads terminated on the east bank of the Mississippi River and in St. Louis, to interchange business across the river with greater promptness and economy, and to deliver and receive passengers at a union station in St. Louis, and to deliver and receive freight at numerous points and industrial establishments in St. Louis and on the east bank of the river, which otherwise they could not do.

125 98. The railroad companies in thus providing terminal facilities to be used by all on equal terms, have in no wise stifled competition as between themselves in the handling of either passengers or freight, but have simply made it possible for each rail-

road company to compete without restriction for both freight and passengers in an enlarged territory, made common to all on equal terms, so far as terminal facilities and charges for the use thereof are concerned; and every passenger and shipper or consignee of freight is given equal access to all of the railroads, and the opportunity to freely make selection of the railroad he will use.

99. Transcontinental traffic passes through various gateways, of which the city of St. Louis is one. Other such gateways are Kansas City, Omaha, Chicago, Minneapolis and St. Paul, Duluth, Memphis and New Orleans. At these gateways, connections are made between eastern and western lines of railway, forming through lines. The transcontinental traffic handled by these through lines is competitive. The facilities afforded by the Terminal Association, and operated with the other terminal properties referred to in the petition, and in the manner herein fully set forth, enables the through lines using the city of St. Louis as their gateway, to compete with other through lines using other gateways. The necessity of the use, in common, by railway lines converging at a river point of bridges at such points has been repeatedly recognized in acts of Congress authorizing the construction and operation of bridges by any number of rail-
126 way companies in common, as the Eads Bridge and Merchants Bridge at St. Louis are operated in the manner stated herein. This use in common of the river crossings at St. Louis, and terminal facilities connected therewith, creates a competitive gateway for a number of lines of railway, and thus inures directly to the benefit of all shippers, in that it increases the number of competing railway lines.

100. The individual defendants named in the petition as holding each two shares of stock in the Terminal Association became such holders for the purposes only, and at the times, as follows: A. A. Allen, representing Missouri, Kansas & Texas Railway Company, March 24, 1903; S. M. Felton, representing Chicago & Alton Railway Company, March 24, 1903; A. J. Davidson, representing St. Louis & San Francisco Railroad Company, April 27, 1904; W. M. Greene, representing Baltimore & Ohio Southwestern Railroad Company, May 14, 1903; T. J. Harahan, representing Illinois Central Railroad Company, March 24, 1903; C. S. Clarke, representing St. Louis, Iron Mountain & Southern Railway Company, January 4, 1905; Benjamin McKeen, representing Vandalia Railroad Company, December 10, 1903; George E. Evans, representing Louisville & Nashville Railroad Company, January 4, 1905; C. E. Schaff, representing Cleveland, Cincinnati, Chicago & St. Louis Railway Company, May 4, 1903; T. C. Powell, representing Southern Railway Company, April 26, 1905; A. G. Cochran, representing Missouri Pacific Railway Company, June 22, 1904; the defendants W. S. McChesney, jr., and Julius S. Walsh became the holders each of
127 two shares of stock in the Terminal Association, respectively, March, 1903, and June, 1894, to qualify them as officials of the Terminal Association, and defendants V. W. Fisher and S. D. Webster are holders each of two shares of stock in the Terminal

Association to qualify them as inspectors of its elections; H. C. Nutt, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Chicago, Burlington & Quincy Railroad Company; Henry Miller, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Wabash Railroad Company, and H. V. Mudge, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Chicago, Rock Island & Pacific Railway Company. The individuals named have no interest in any of the defendant companies named other than as just stated.

101. Deny all and all manner of unlawful combination and confederacy in the petition charged, without this: That there is any other matter, cause, or thing in the petition contained, material or necessary to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of defendants.

102. All of which matters and things defendants are ready and willing to aver, maintain, and prove, as this honorable court
128 shall direct; and pray to be hence dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

Terminal Railroad Association of St. Louis, by M. F. Watts, general counsel; St. Louis Merchants Bridge Terminal Railway Company, by M. F. Watts, its solicitor; Wiggins Ferry Company, by M. F. Watts, its solicitor; St. Louis Bridge Company, by J. Clarence Taussig, its solicitor; St. Louis Merchants Bridge Company, by M. F. Watts, its solicitor; Missouri, Kansas and Texas Railway Company, by Geo. P. B. Jackson, its solicitor; St. Louis and San Francisco Railroad Company, by L. F. Parker, gen-
129 eral solicitor; The Chicago and Alton Railway Company, by F. S. Winston, general solicitor; Baltimore and Ohio Southwestern Railroad Company, by Edward Barton, general attorney; Illinois Central Railroad Company, by J. M. Dickinson; St. Louis, Iron Mountain and Southern Railway Company, by Martin L. Clardy, its general attorney; Chicago, Burlington and Quincy Railway Company, by J. W. Blythe, gen. counsel; Vandalia Railroad Company, by John S. Williams, general counsel; Wabash Railroad Company, by Wells H. Blodgett,
130 general counsel; Cleveland, Cincinnati, Chicago and St. Louis Railway Company, by L. J. Hockney, general attorney; Louisville and Nashville Railroad Company, by Henry L. Stone; Southern Railway Company, by Alex P. Humphrey; The Chicago, Rock Island and Pacific Railway Company, by

R. A. Jackson & W. F. Evans; The Missouri Pacific Railway Company, by Martin L. Clardy, its general attorney; A. A. Allen, by Geo. P. B. Jackson, his solicitor; S. M. Felton, by F. S. Winston, his solicitor; A. J. Davidson, by L. F. Parker, his so-
131 licitor; J. T. Harahan, by J. M. Dickinson; C. S. Clarke, by Martin L. Clardy; C. E. Schaff, by L. J. Hackney; T. C. Powell, by Alex P. Humphrey; A. G. Cochran, by Martin L. Cardy; W. S. McChesney, jr., by M. F. Watts, his atty.

M. F. WATTS,
Solicitor for all Above-named Defendants.

132 (Joint answer of defendants S. D. Webster, V. W. Fisher, and Julius S. Walsh.)

No. 5250.

In the Circuit Court of the United States in and for the Eastern Division of the Eastern District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants.

Come now the defendants, S. D. Webster, V. W. Fisher, and Julius S. Walsh, and by consent of complainant adopt as and for their joint and several answer, the joint and several answer heretofore, to wit, on February 5th, 1906, filed in this cause by the Terminal Railroad Association of St. Louis and others.

M. F. WATTS,
Solicitor for Defendants S. D. Webster, V. W. Fisher, and Julius S. Walsh.

Agreed to.

DAVID P. DYER, *U. S. Atty.*

(Replication to answer of certain defendants.)

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants.
No. 5250.

133 The replication of complainant to the answer of certain defendants.

This repliant saving and reserving to itself all and all manner of advantage and exception, which may be had and taken to the mani-

fold errors, uncertainties and insufficiencies of the answer of such of the defendants as have heretofore answered herein, for replication thereunto says, that it does and will aver, maintain, and prove its said petition to be true, certain, and sufficient in the law to be answered unto by the said defendants, and that the answer of the said defendants is very uncertain, evasive, and insufficient in law to be replied unto by this repliant, without that with any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true; all which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by its said petition it has already prayed.

DAVID P. DYER,
Attorney for U. S. States, Eastern District of Missouri.

(Order of dismissal as to certain defendants of date, April 6th, 1909.)

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, PLAINTIFF,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al., defendants.
} In Equity. No. 5250.

134 Now at this day comes the plaintiff and voluntarily dismisses as to the Central Trust Company of New York, W. M. Green, Benjamin McKean, George E. Evans, J. Ramsey, and J. N. Stevens, named as defendants in the original petition herein.

DAVID P, DYER,
United States Attorney.
CHESTER H. KRUM,
EDWARD C. CROW,
CHARLES NAGEL,
Special Assts. to Attorney General.

135 Exhibits not bound in volumes and inserted here under stipulation.

COMPLAINANT'S EXHIBIT No. 175.

Record of proceedings, regular meeting of the St. Louis Association of General Passenger and Ticket Agents, held in Room 1317, Missouri Trust Building, St. Louis, Mo., March 24, 1905.

Meeting called to order with Mr. A. Hilton, president, in the chair. The following lines were represented:

B. & O. S. W., by O. P. McCarty, F. D. Gildersleeve; Big Four, by C. L. Hilleary, G. W. Ingels; Burlington, by W. A. Lalor; C. &

A., by D. Bowes; C. & E. I., by A. Hilton; C., P. & St. L., by E. A. Williams; Frisco System, by A. Hilton; Illinois Central, by J. R. Garrison; Henderson Route, by W. C. Lindsay, Jno. Gallagher; L. & N., by J. E. Davenport; Missouri Pacific, by W. H. Bissland; M., K. & T., by George Morton; Rock Island, by F. C. Francis; St. L., I. M. & S., by W. H. Bissland; Southern, by Geo. B. Allen, W. H. Tamms; Terminal Assn., by V. W. Fisher; T., St. L. & W., by R. J. McKay; Vandalia, by J. H. Chesbrough, J. C. Millspough; Wabash, by H. V. P. Taylor.

J. E. Hannegan, chairman Southwestern Excursion Bureau, and J. H. Norton, validating agent St. Louis lines, were also present.

136 I. Facilities for depot passenger agents at Union Station.

Resolution: Adopted; that a committee, Messrs. D. Bowes and F. D. Gildersleeve, be appointed to see the St. Louis Terminal Association authorities with a view of working out an improved condition of affairs and to report at the next regular meeting or any special meeting held in the meantime.

II. Insertion in St. Louis rate sheet, rates to local points on the Henderson Route.

Resolution: Adopted; that the question in controversy between the Henderson Route and Southern Ry. be left to the compiler of the St. Louis rate sheet as arbitrator.

III. Elimination of superfluous routings eastbound in the St. Louis rate sheet.

Resolution: Adopted; that a committee consisting of the Wabash, Vandalia and T., St. L. & W. Rys. representatives be appointed to act with the compiler to eliminate superfluous eastbound routings in the St. Louis rate sheet. Any appeal from the committee to be referred to the general association.

IV. Continuance of St. Louis Validating Agency.

Resolution: Offered; that the St. Louis Validating Agency be continued until December 31, 1905, the expenses to be provided for in the same manner as provided for the maintenance of the office during the months of January, February, and March, 1905.

(The votes of the Rock Island, Vandalia Line and Clover Leaf withheld. Vote of Big Four subject to approval. The votes of the Rock Island and Clover Leaf have since been cast in the negative.)

Resolution: Adopted; that the chairman of this association be authorized and requested to conduct and conclude arrangements with the various passenger associations which will enable the validating agent to act as joint agent for all association meetings which may be

held in St. Louis during the current year, accepting from the different associations whatever they are willing to contribute toward the expenses of the validating agency.

(Vote of Rock Island withheld. Vote of the Henderson Route subject to approval. The vote of the Rock Island has since been cast in the negative.)

137 V. Securing larger meeting room for this association.

Resolution: Adopted; that the executive committee of this association, with the chairman and secretary, be authorized to provide quarters in case it is found necessary to move.

VI. Rates into St. Louis for Forepaugh-Sells Show, May 1–6.

Resolution: Adopted; that the application for reduced rates be declined.

A. HILTON, *President.*
GEORGE MORTON, *Secretary.*

138 COMPLAINANT'S EXHIBIT No. 174.

Record of proceedings, regular meeting of the St. Louis Association of General Passenger and Ticket Agents, held in room 1317, Missouri Trust Building, St. Louis, January 20, 1905.

Meeting called to order at 10.30 a. m., with Mr. A. Hilton, president, in the chair. The following lines represented:

B. & O. S. W., by O. P. McCarty, F. D. Gildersleeve; Burlington Route, by J. D. McNamara; Chicago & Alton, by D. Bowes; C. & E. I., by A. Hilton; C., P. & St. L., by A. L. Jefferis; Frisco System, by A. Hilton; Illinois Central, by J. R. Garrison; Louisville & Nashville, by C. L. Stone, J. E. Davenport; Missouri Pacific, by W. H. Bissland; Mobile & Ohio, by J. M. Beall; M., K. & T., by George Morton; Rock Island, W. J. Leahy; St. L., I. M. & S., by W. H. Bissland; St. L. S.-W., by E. W. LaBeaume; Southern, by Geo. B. Allen; T., St. L. & W., by R. J. McKay; Vandalia, by J. M. Chesbrough; Wabash, by H. V. P. Taylor.

J. H. Norton, joint validating agent, and J. E. Hannegan, chairman Southwestern Excursion Bureau, were also present.

139 I. Report of joint validating agency.

A detailed report from J. H. Norton, joint validating agent, showing the work accomplished by the agency, was submitted by the executive committee; also a report showing the receipts and expenditures of the validating agency as certified by the auditing committee.

Resolution: Adopted; that the reports of the executive committee be accepted as rendered.

Resolution: Adopted; that the statement be accepted and the division of the original $5,000.00 be adjusted on basis agreed upon; that is, on the number of tickets actually handled for the different lines.

Resolution: Adopted; that the report be printed, each member of the association to be furnished the number of copies as desired, copies to be furnished also the chairmen of the various territorial passenger associations, and copies also furnished to the general passenger agent of any line upon request.

II. Continuance of the validating agency.

Resolution: Adopted; that the joint validating agency be continued until March 31, 1905, under the direction of the executive committee. That in order to carry on the work this association provide a working fund of $2,500.00 to take care of working expenses; that the joint validating agent be authorized to render statements against each company for its proportion of the fund on basis set forth as follows:

The percentage of the expense accruing to each line shall be based on the ticket sales of St. Louis Union Station for the months of October, November, and December, 1904, the basis to determine the percentage being the number of tickets sold and the revenue accruing to each line. For example, if a road's proportion of number of tickets sold be four per cent, and its proportion of revenue be six per cent, the percentage chargeable to that road would be one-half the total, or five per cent.

III. Permanent validating agency.

The question of establishing the permanent validating agency was considered, but action was deferred until a later date.

IV. Revision and rearrangement of the St. Louis rate sheet.

In compliance with provision of a resolution adopted at the meeting December 16th, the secretary presented figures showing the cost of revision and rearrangement of the St. Louis rate sheet.

Resolution: Adopted; that the compiler be authorized to arrange for the readjustment of the St. Louis rate sheet in accordance with previous legislation, the work of printing to be awarded to the lowest bidder.

140 V. Question of right of individual lines to issue supplement to the St. Louis rate sheet.

This question arose from the fact that a member had issued a circular quoting rates, designating the circular as a supplement to the St. Louis rate sheet. It was decided that such action was not proper and that only the compiler is authorized to issue supplements to the St. Louis rate sheet.

VI. Question of issuing supplements to St. Louis rate sheet.

The rules governing the issuance of the St. Louis rate sheet provide that supplements may not be issued except by unanimous consent of its members. After discussion which developed that it was the opinion of some lines that this worked a hardship, the following resolution was adopted:

Resolution: Adopted; that supplements shall be issued to the St. Louis rate sheet at the request of any individual line not oftener than every thirty days between the publication of the sheet, changes in rates to be subject to the rules governing the issuance of the St. Louis rate sheet.

VII. Question of working fund.

This question was presented for consideration through a misunderstanding of a member. On motion, it was cancelled.

VIII. World's Fair statistics.

It developed that all lines had not had sufficient time to supply the figures, and it was understood that report would be made at the next regular meeting.

IX. Appointment of an auditing committee.

Resolution: Adopted; that an auditing committee of one be appointed to certify the accounts of this association, and that the auditor of the Wabash Ry. be appointed to serve until December 31, 1905.

X. Withdrawal of steamship agencies from ticket brokers.

Resolution: Adopted; that further action on this subject be held in abeyance until the next regular meeting of this association.

On motion, meeting adjourned.

A. HILTON, *President.*
GEORGE MORTON, *Secretary.*

141 [From the Merchants' Exchange of St. Louis.]

(This is offered as Complainants' Exhibit 28, page 3104 of exhibits.)

Business of the St. Louis bridges, and the ferries, for 1905, and comparison with previous years.

AMOUNT OF FREIGHT IN TONS TRANSFERRED ACROSS THE RIVER AT ST. LOUIS DURING 1905.

FROM ST. LOUIS TO EAST ST. LOUIS, VENICE, MADISON, AND CARONDELET.

By—	Cars.	Tons.	Total tons.
The Eads Bridge	119,111	1,818,142	2,418,142
" " by wagon (estimated)		600,000	
The Merchants' Bridge	70,932		1,306,834
The Wiggins Ferry	56,316	1,238,930	1,776,026
" " by wagon		537,096	
The Ivory Ferry	24,017		573,403
The Interstate Car Transfer	16,611		363,253
The Madison Country Ferry			65,000
The Waterloo & Carondelet Turnpike & Ferry Co			6,166
Total tons west to east during 1905			6,508,984
" " " " 1904			5,526,745
" " " " 1903			5,368,462
" " " " 1902			5,630,756
" " " " 1901			5,377,208
" " " " 1900			5,425,044
" " " " 1899			4,814,136
" " " " 1898			4,159,809
" " " " 1897			3,643,187
" " " " 1896			2,984,450
" " " " 1895			2,825,077

FROM EAST ST. LOUIS, CARONDELET, MADISON, AND VENICE TO ST. LOUIS.

By—	Cars.	Tons.	Total tons.
The Eads Bridge	158,613	3,506,126	4,306,126
" " by wagon (estimated)		800,000	
The Merchants' Bridge	67,400		1,446,725
The Wiggins Ferry	81,071	1,986,239	2,616,603
" " by wagon		630,364	
The Ivory Ferry	36,843		992,020
The Interstate Car Transfer	5,979		202,416
The Madison Country Ferry			57,504
The St. Clair Ferry Co			20,000
The Waterloo & Carondelet Turnpike & Ferry Co			12,409
Total tons east to west during 1905			9,653,803
" " " " 1904			9,541,764
" " " " 1903			9,538,006
" " " " 1902			8,943,120
" " " " 1901			7,983,560
" " " " 1900			6,415,096
" " " " 1899			6,659,621
" " " " 1898			5,984,553
" " " " 1897			5,446,074
" " " " 1896			5,096,966
" " " " 1895			5,637,882
Total both ways, 1905			16,162,776
" " 1904			15,068,509
" " 1903			14,906,468
" " 1902			14,572,244
" " 1901			12,310,768
" " 1900			11,840,140
" " 1899			11,473,757
" " 1898			10,144,362
" " 1897			9,089,261
" " 1896			8,081,416
" " 1895			8,462,959

142 *Statement showing amount of freight, in tons, received at St. Louis by each railroad and river for three years.*

Route.	1905	1904	1903
Chicago & Alton R. R. (Mo. Div.)	256,594	267,902	252,401
Missouri Pacific R. R.	1,848,453	1,822,470	1,833,499
St. Louis & San Francisco R. R.	1,177,744	803,868	648,735
Wabash Railway (west)	583,095	767,585	717,956
Chicago, Rock Island & Pacific R. R.	239,791	249,699	215,913
Missouri, Kansas & Texas R. R.	434,581	420,133	395,910
St. Louis-Southwestern Ry.	543,842	220,178	126,471
St. Louis, Iron Mountain & Southern R. R.	2,681,033	2,341,864	2,307,955
Illinois Central R. R.	1,818,084	1,867,312	1,885,388
Louisville & Nashville R. R.	1,000,051	1,394,573	1,252,772
Mobile & Ohio R. R.	2,219,639	1,796,127	1,531,489
Southern R. R.	1,154,760	2,136,643	1,292,944
Baltimore & Ohio Southwestern R. R.	1,088,906	1,022,474	1,135,325
Chicago, Alton & St. Louis R. R. (main line)	411,402	499,890	589,116
Cleveland, Cincinnati, Chicago & St. Louis R. R.	622,718	608,617	676,182
Vandalia R. R.	1,106,702	1,049,203	999,403
Wabash Railroad (east)	1,055,722	993,028	992,019
Toledo, St. Louis & Western R. R.	661,855	432,745	479,956
Chicago, Peoria & St. Louis R. R.	534,359	1,026,408	1,111,658
Chicago, Burlington & Quincy R. R. (east)	538,056	451,131	392,313
Chicago, Burlington & Quincy R. R. (west)	1,195,155	1,261,452	1,186,972
Chicago & Eastern Illinois R. R.	226,811	33,500	
St. Louis, Troy & Eastern R. R.	935,372	1,085,068	1,013,514
Litchfield & Madison R. R.	510,425		
Belleville & Southern R. R.	38,641	37,003	27,117
St. Louis & Belleville Electric Ry.	370,000	359,586	274,448
St. Louis & O'Fallon Ry.	541,591	371,332	240,930
East St. Louis & Suburban Ry. Co.	120,220		
Upper Mississippi River	31,190	25,405	32,705
Lower Mississippi River	107,520	132,585	160,085
Illinois River	8,725	9,430	12,035
Missouri River	3,580	2,685	1,415
Ohio River	125,755	102,400	111,435
Cumberland and Tennessee Rivers	11,870	18,920	18,085
Upper Mississippi River by rafts	1,210	3,945	4,700
Total in tons	24,205,540	23,615,241	21,920,813
Total by rail	23,915,690	23,319,871	21,580,403
Total by river	289,850	295,370	340,410

143 *Statement showing the amount of freight, in tons, shipped from St. Louis by each railroad and river for three years.*

Route.	1905	1904	1903
Chicago & Alton R. R. (Mo. Div.)	296,163	235,258	236,622
Missouri Pacific R. R.	1,359,096	1,345,172	1,174,858
St. Louis & San Francisco R. R.	1,200,619	1,329,301	1,325,513
Wabash Railway (west)	301,126	274,411	477,283
Chicago, Rock Island & Pacific R. R.	300,151	149,430	122,661
Missouri, Kansas & Texas R. R.	330,080	264,259	302,972
St. Louis Southwestern Ry.	151,115	104,047	72,120
St. Louis, Iron Mountain & Southern R. R.	2,160,998	1,537,902	1,805,448
Illinois Central R. R.	1,080,530	841,383	876,000
Louisville & Nashville R. R.	480,074	736,964	528,960
Mobile & Ohio R. R.	1,228,563	1,154,936	992,250
Southern R. R.	957,957	1,182,236	628,080
Baltimore & Ohio Southwestern R. R.	316,031	290,089	275,168
Chicago, Alton & St. Louis R. R. (main line)	461,626	402,602	396,426
Cleveland, Cincinnati, Chicago & St. Louis R. R.	454,429	375,306	321,044
Vandalia R. R.	567,464	498,145	434,973
Wabash Railway (east)	1,050,407	878,270	792,884
Toledo, St. Louis & Western R. R.	571,967	585,699	380,162
Chicago, Peoria & St. Louis R. R.	466,807	473,146	492,754
Chicago, Burlington & Quincy R. R. (east)	456,033	410,859	496,765
Chicago, Burlington & Quincy R. R. (west)	751,471	662,902	627,585
Chicago & Eastern Illinois R. R.	126,417	30,727	
Litchfield & Madison R. R.	64,851		
Upper Mississippi River	25,730	21,775	44,553
Lower Mississippi River	95,295	46,320	146,408
Illinois River	6,225	5,605	8,828
Missouri River	4,705	2,620	2,345
Ohio, Cumberland, and Tennessee Rivers	8,620	6,245	9,664
Total in tons	15,306,543	13,813,759	13,183,283
Total by rail	15,225,973	13,731,194	12,971,176
Total by river	80,575	82,565	212,207

Statement showing the amount of freight, etc.—Continued.

144 LOCAL AND THROUGH TONNAGE.

	1904		1905	
	Tons.	Per cent.	Tons.	Per cent.
Total tons freight received, local	16,176,993	68.51	16,574,015	68.47
Total tons freight received, through	7,438,248	31.49	7,631,525	31.53
Tons freight received by rail, local	15,881,623	68.10	16,284,165	68.09
Tons freight received by rail, through	7,438,248	31.90	7,631,525	31.91
Tons freight received by rail, local	9,468,220	57.63	9,808,211	58.00
Tons freight, excluding coal, received by rail, through	6,958,919	42.37	7,145,284	42.00

AMOUNT OF COAL RECEIVED IN ST. LOUIS.

Route.	1905	1904	1903	1902
	Tons.	Tons.	Tons.	Tons.
Baltimore & Ohio S. W. R. R.	606,641	615,516	679,411	682,275
Chicago, Alton & St. L. "		1,732	47,993	23,542
C., C., C. & St. Louis "	166,165	187,240	216,930	160,638
Vandalia "	655,154	626,151	530,035	509,619
Illinois Central "	881,874	982,959	985,811	1,061,585
Wabash "	321,227	184,800	138,073	138,198
Louisville & Nashville "	495,952	670,538	798,107	504,745
Southern "	780,994	1,114,243	822,234	646,906
Mobile & Ohio "	140,606	173,205	209,340	335,384
Toledo, St. L. & Western "	59,942	57,941	50,974	49,014
Chicago, Peoria & St. L. "		293,375	389,393	412,218
St. Louis & O'Fallon "	541,591	371,332	240,980	66,264
St. L., I. M. & So. " (Ill. Div.)	209,195	40,783	6,217	3,480
St. L., Belleville & So. "	38,641	37,003	27,117	39,787
St. L., Troy & Eastern "	922,204	1,075,348	1,010,094	755,340
St. L. & Bellev. Electric "	370,006	359,586	274,445	169,209
Chicago & Eastern Ills. "	122,657			
Litchfield & Madison "	460,126			
East St. L. & Suburban "	120,220			
From Ohio River	125,755	101,200	107,680	58,500
Total tons	7,027,950	6,903,932	6,534,735	5,706,794

RECEIPTS OF ANTHRACITE COAL INCLUDED IN ABOVE RECEIPTS.

1901	139,050 tons.	1896	218,955 tons.	1901	200,797 tons.
1902	187,327 "	1897	172,933 "	1902	60,944 "
1903	173,653 "	1898	226,606 "	1903	165,920 "
1904	186,494 "	1899	202,118 "	1904	155,097 "
1905	207,784 "	1900	180,550 "	1905	158,843 "

Receipts of anthracite coal in 1899: 261,471 tons local; 20,647 tons through.
" " " 1900: 159,208 " " 21,342 " "
" " " 1901: 193,673 " " 7,124 " "
" " " 1902: 58,349 " " 2,505 " "
" " " 1903: 153,765 " " 13,155 " "
" " " 1904: 148,095 " " 7,002 " "
" " " 1905: 154,442 " " 4,401 " "

Receipts of coke, 1900, 158,858 tons.
" " 1901, 212,008 "
" " 1902, 163,600 "

Receipts of coke, 1903, 205,485 tons.
" " 1904, 171,162 "
" " 1905, 222,305 "

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY CO.

No. 37. SUBURBAN TIME TABLE. No. 37.

Stations—Trains westbound.	1 Ex. Sun.	31 Sun. only.	3 Ex. Sun.	33 Sun. only.	5 Ex. Sun.	7 Daily.	9 Ex. Sun.	11 Daily.	13 Ex. Sun.	15 Daily.	27 Sat. only.	$17 Ex. Sat. and Sun.	19 Daily.	21 Daily.	23 Ex. Sun.	25 Wed., Sat., Sun. only.
	a. m.	a. m.	a. m.	a. m.	a. m.	a. m.	a. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.
Granite City Station.....Lv..	5 20	6 00	7 00	8 00	8 20	9 50	11 15	1 12	3 00	4 36	4 45	5 47	6 00	7 15	9 20	11 50
Car Works.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4 49	.....	6 04	*7 18	.....	.....
Madison.....	5 24	6 05	7 05	8 05	8 25	9 55	11 20	1 17	3 05	4 40	4 51	.....	6 05	7 20	9 24	11 55
Bremen Ave.....	5 32	6 13	7 11	8 13	8 33	10 03	11 28	1 25	3 13	4 49	4 59	6 01	6 12	7 29	9 32	12 03
North Market St.....	5 36	6 17	7 15	8 17	8 37	10 07	11 32	1 29	3 17	4 53	5 04	6 05	6 16	7 33	9 36	12 07
Cass Ave.....	5 38	6 20	7 17	8 20	8 40	10 09	11 34	1 32	3 20	4 57	5 06	6 08	6 18	7 36	*9 38	*12 10
Biddle St.....	.....	.....	*7 19	*8 22	*8 42	*10 11	*11 36	.....	*3 23	.....	.....	.....	.....	.....	.....	.....
Washington Ave.....	5 42	6 24	7 22	8 24	8 45	10 15	11 40	1 37	3 25	5 00	5 11	6 12	6 23	7 41	9 43	12 14
Eighth and Gratiot Sts.....	5 46	6 30	7 27	8 30	8 50	10 20	11 45	1 42	3 30	5 06	5 15	6 17	6 28	7 46	9 50	12 18
Union Station.....Ar..	5 53	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	12 24 a. m.

Stations—Trains eastbound.	32 Ex. Sun.	30 Sun. only.	4 Ex. Sun.	6 Ex. Sun.	32 Sun. only.	8 Ex. Sun.	10 Daily.	12 Ex. Sun.	14 Daily.	16 Daily.	18 Ex. Sun.	20 Daily.	22 Daily.	24 Ex. Sun.	26 Wed. Sat. Sun. only
	a. m.	a. m.	a. m.	a. m.	a. m.	a. m.	a. m.	a. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.	p. m.
Union Station.....Lv..	4 00	5 20	6 03	6 10	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Eighth and Gratiot Sts.....	*4 04	*5 24	.....	6 15	7 05	7 37	9 10	10 30	12 08	2 00	3 40	5 10	6 30	8 20	11 15
Washington Ave.....	4 09	5 30	.....	6 21	7 10	7 41	9 15	10 35	12 12	2 05	3 45	5 15	6 35	8 25	11 20
Biddle St.....	.....	*5 32	.....	.....	*7 12	*7 43	*9 17	*10 37	*12 14	*2 07	*3 47	.....	.....	.....	.....
Cass Ave.....	*4 13	*5 34	.....	6 25	*7 15	*7 46	*9 20	*10 39	*12 17	*2 09	*3 49	5 20	*6 40	*8 30	*11 24
North Market St.....	4 17	5 37	6 21	.....	7 18	7 49	9 22	10 42	12 19	2 13	3 53	5 22	6 43	8 32	11 27
Bremen Ave.....	4 22	5 41	6 26	.....	7 22	7 53	9 26	10 46	12 23	2 17	3 57	5 26	6 47	8 36	11 31
Madison.....	4 30	5 48	6 35	6 41	7 30	8 01	9 35	10 54	12 29	2 25	4 05	5 34	6 55	8 44	11 39
Car Works.....	.....	.....	6 38	6 44	*7 32	*8 03	.....	.....	.....	.....	.....	.....	.....	.....	.....
Granite City Station.....Ar..	4 35	5 53	6 43	6 48	7 35	8 06	9 40	11 00	12 35	2 30	4 10	5 40	7 00	8 50	11 45

Effective July 15, 1906.
Changes made in trains marked thus, *.
* Indicates stop on signal. Trains do not stop where no time is shown.
No. 15 does not stop at Madison Saturday.
No. 19 stops Car Works, except Sat. and Sun.
Management reserves right to vary from time schedules at pleasure.
Suburban rates: Single trip, 15 cts.; round trip, 25 cts.; ten-ride ticket, $1.00.

V. W. FISHER, *G. P. & T. A.*
J. J. CORKERY, *Superintendent.*
I. L. BURLINGAME, *Gen. Superintendent.*

THIS PAGE IS BOUND VERTICAL IN BOOK

146 EXHIBIT BUENTE.

[Form 1145.]

Union Freight Depot. Freight bill.

St. Louis, Mo., J. C., 8/3, 1906. Pro. No. 16886.

Consigned to Buente Bros., at Yard.

To ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY CO., Dr.

Railroad from—	Rebilling reference.		Eastern pro.	Original car.	Present car.	
	Number.	Date.			Initial.	Number.
					8638	M. & O.

Station from—	Waybill reference—		Original point of shipment.	Via fast freight line.	Consignor.
	Number.	Date.			
St. Louis, Mo.					H. B. Shoe Co.

Articles and marks.	Weight.	Rate.	Freight.	Transfer.		Total.
5 cases boots & shoes.	250			Trfr.	9—	[Copy mutilated.]

Received payment.

A. S. JOHNSON, *Freight Agent*,
Per J. R. K., 8/3.

In case of loss, damage, or overcharge on the property represented by this bill, please present claim within twenty-four hours after delivery (accompanied by bill of lading and papers supporting claim) at office of the railway company or line over which transported and it will be promptly attended to.

8231—11——6

147 EXHIBIT No. 24 TO TESTIMONY OF S. D. WEBSTER.

Statement of joint earnings, August, 1892.

	No. of cars.	Gross earnings.	Deductions allowed.	Net earnings.	Average per car.	Proportions allotted.	Excess earnings.	Deficit earnings.	Excess cars.	Deficit cars.	Percentages.	
											Earnings.	Cars.
St. L. Br.	20,368	$99,405.75	$5,210.62	$94,195.13	$4.63	$92,802.54	$1,392.59	.....	207	.....	57.24	58.10
W. Ferry	7,921	45,295.21	6,093.64	39,201.57	4.95	38,621.62	579.95	.....	128	.....	23.87	21.32
Amt.	28,289	144,700.96	11,304.26	133,396.70	4.72	131,424.16	1,972.54	.....	435	.....	81.21	77.92
Merch. Br.	8,014	33,512.20	2,928.70	30,583.50	3.85	32,856.04	.....	$1,972.54	.....	435	18.79	22.08
Total	36,303	178,513.16	14,232.96	164,280.20	4.53	164,280.20	1,972.54	1,972.54	435	435	100	100

148 EXHIBIT No. 25 TO TESTIMONY OF S. D. WEBSTER.

Statement of joint earnings, March, 1892.

Company.	Number of cars.	Gross earnings.	Deductions allowed.	Net earnings.	Average per car.	Proportions allotted.	Excess earnings.	Deficit earnings.	Excess cars.	Deficit cars.	Percentages.	
											Earnings.	Cars.
St. L. Bridge	19,850	$86,590.61	$6,290.53	$92,300.08	$4.65	$86,400.21	$5,899.87	.....	1,302	.....	59.92	58.35
Merch. Br	6,497	25,191.54	1,154.00	24,037.54	3.70	32,344.45	.....	$8,306.91	.....	1,833	15.61	19.10
Wig Ferry	7,671	42,241.63	4,558.07	37,683.56	4.91	35,276.52	2,407.04	.....	531	.....	24.47	22.55
Total	34,018	166,023.78	12,002.60	154,021.18	4.53	154,021.18	8,306.91	8,306.91	1,833	1,833	100.00	100.00

S. D. WEBSTER.

COMPLAINANT'S EXHIBIT No. 210.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Receipts and expenditures from January 1st, 1898, to June 30th, 1906.

	Year ended Dec. 31st, 1898.	Year ended Dec. 31st, 1899.	Year ended Dec. 31st, 1900.	Year ended Dec. 31st, 1901.	Year ended Dec. 31st, 1902.	18 months ended June 30th, 1904.	Year ended June 30th, 1905.	Year ended June 30th, 1906.
Gross receipts:								
Earnings, all sources: Freight, passenger, mail, express, upper roadway, and rental tracks and ground	$2,019,092.33	$2,140,832.33	$2,148,302.09	$2,408,444.79	$2,634,247.35	$4,090,943.80	$2,933,831.22	$2,852,584.63
Union Station rental	327,007.48	327,007.48	327,007.48	327,007.48	327,007.48	767,132.25	543,890.62	549,700.40
Wiggins Ferry earnings						280,000.00	445,000.00	351,226.24
Total	2,346,099.81	2,467,839.81	2,475,309.57	2,735,452.27	2,961,254.83	5,138,076.11	3,922,721.84	3,753,510.27
Expenditures:								
Operating expenses	638,084.70	665,063.94	689,682.52	757,064.57	972,916.68	2,055,767.70	1,396,064.56	1,200,774.14
Taxes	96,201.51	93,879.53	108,085.46	138,431.87	148,075.12	256,802.27	195,637.42	193,144.16
Interest on bonds and loans and rentals	1,331,705.42	1,327,386.20	1,334,803.53	1,338,347.15	1,389,507.70	3,336,406.00	2,202,332.74	2,303,396.79
Improvements	43,670.98	100,956.62	96,924.34	64,295.27	73,410.83	355,333.72	10,773.00	1,413.40
Sinking fund								99,162.98
Total	2,109,669.61	2,187,286.29	2,229,496.15	2,298,138.86	2,583,910.33	6,004,309.69	3,704,807.72	3,754,991.47
Surplus	236,430.20	280,553.52	245,813.42	437,313.41	367,344.50		217,914.12	28,618.80
Deficit						866,233.58		
Real estate and construction, expenditures for	166,398.43	403,336.59	192,152.36	431,094.81	1,254,434.76	9,896,003.53	1,107,755.20	300,000.99

150 COMPLAINANT'S EXHIBIT No. 205.

The Missouri Pacific Railway Company and others, railroad companies, and Central Trust Company of New York and William Taussig, trustees.

Trust agreement.

151 An agreement made the sixteenth day of December, in the year one thousand nine hundred and two, between the Missouri Pacific Railway Company; St. Louis, Iron Mountain and Southern Railway Company; Wabash Railroad Company; Pennsylvania Company; Baltimore & Ohio Southwestern Railroad Company; Cleveland, Cincinnati, Chicago and St. Louis Railway Company; Louisville and Nashville Railroad Company; St. Louis and San Francisco Railroad Company; the Chicago, Rock Island and Pacific Railway Company; Southern Railway Company; Illinois Central Railroad Company; the Chicago and Alton Railway Company; Chicago, Burlington and Quincy Railway Company; and Missouri, Kansas and Texas Railway Company, hereinafter termed collectively, for convenience, the railroad companies, of the first part; and Central Trust Company of New York and William Taussig, as trustees, under the general mortgage of Terminal Railroad Association of St. Louis, hereinafter described, of the second part, hereinafter termed the trustees:

Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the secretary of state of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

152 By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and the Missouri Pacific Railway Company; St. Louis, Iron Mountain and Southern Railway Company; Wabash Railroad Company; Ohio and Mississippi Railway Company; Cleveland, Cincinnati, Chicago and St. Louis Railway Company; and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal

properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to, and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes, and assessments, the expenses of maintaining the corporate organization of the Terminal Association, and interest and dividends on such bonds or prefered stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any
153 one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, the St. Louis, Vandalia and Terre Haute Railroad Company, the Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company, have severally become parties to said agreement. The railroad companies, parties to said agreement, to wit, the Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, the St. Louis, Vandalia and Terre Haute Railroad Company (hereinafter called the Vandalia Company), Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and

Nashville Railroad Company, St. Louis and San Francisco Railroad Company, the Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Alton Company, the Burlington Company, and the Kansas Company are hereinafter termed, collectively, Proprietary Com-
154 panies. The obligations of the Vandalia Company under said agreement have been duly guaranteed by the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and by Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and of said the Pittsburg, Cincinnati and St. Louis Railway Company, of the line of railroad of the Vandalia Company; the obligations of the Alton Company thereunder have been duly guaranteed by the Chicago and Alton Railroad Company, and the obligations of the Burlington Company thereunder have been duly guaranteed by Chicago, Burlington and Quincy Railroad Company. The Pennsylvania Company now owns a majority of the capital stock of the Vandalia Company.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding its existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds and hereinafter called the general mortgage bonds, to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent per annum, payable semiannually on the first days of anuary and July in each year, and to be payable, both as to principal and interest, at the office or agency of the Terminal Association in the city of New York, N. Y., in gold coin of the United States, of or equal to the present standard of
155 weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law of the United States, or of any State, county, or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, the trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchises at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital stock of the Terminal Association, in equal shares, and said action on the part of the Terminal Association has been taken at the

instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof.

The Terminal Association has entered into an agreement to sell the general mortgage bonds, or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, by an agreement with the Terminal Association and the trustees, bearing date the sixteenth day of December, 1902, hereinafter called the guaranty agreement, have agreed, among other things:

(a) That such rates of toll or charges for the use by the Proprietary Companies of the properties of the Terminal Association, granted under the agrement of October 1, 1889, hereinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are therein and hereinafter termed the fixed charges of the Terminal Association, to wit:

156 1. All rentals on any properties leased by the Terminal Association.

2. Interest on all bonds of the Terminal Association from time to time outstanding, theretofore issued or authorized.

3. Interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of installments of the sinking fund created under the general mortgage of the Terminal Association.

4. All taxes and assessments, premiums of insurance, payments, charges, and expenses of every nature incurred in the maintenance, operation, repair, and renewal of the system and properties of the Terminal Association, and every part thereof.

5. Whatever expenses may be legitimately incured in maintaining the corporate organization of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order fully to accomplish the objects desired in the organization of the terminal system of the Terminal Association.

(b) That the proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association, and limiting the amount of the tolls to be levied on traffic, be waived.

157 (c) That the Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1, 1889, for all passenger and freight traffic within their control through, to, and from St. Louis and destined to cross the Mississippi River at St. Louis.

(d) That the Proprietary Companies will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and that such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually to meet and discharge the fixed charges of the Terminal Association as defined as aforesaid in the guaranty agreement.

(e) That to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses, and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as installments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined as aforesaid in the guaranty agreement, the Proprietary Companies, each to the extent of one-fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time issued under the general mortgage, according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the installments of the sinking fund under the general mortgage.

158 The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and said the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the railroad of the Vandalia Company, joined in the guaranty agreement, and guaranteed the faithful and punctual performance by the Vandalia Company of the covenants thereof. The Burlington Company is the lessee of the railroad of Chicago, Burlington and Quincy Railroad Company, and the Alton Company is lessee of the railroad of the Chicago and Alton Railroad Company; said lessor companies joined in the guaranty agreement and respectively guaranteed the faithful and punctual performance by their respective lessees of the covenants thereof.

The railroad companies desire further to secure the general mortgage bonds of the Terminal Association by the assignment and transfer of the stocks hereinafter in the granting clause hereof specified.

For a valuable consideration it is therefore agreed as follows:

First. The railroad companies bargain, sell, assign, set over, transfer and deliver to the trustees nine thousand five hundred shares of one hundred dollars each, full paid and nonassessable, of the capital stock of Wiggins Ferry Company, and all additional shares of the stock of said Ferry Company which may be acquired by or for or on behalf of the railroad companies, or any of them, or in their interest, or be held in trust for them or for their benefit, or in trust for or for the benefit of any of them.

To have and to hold unto the trustees, their successors in the trust and their assigns, forever, on the trusts and for the uses and purposes, and subject to all the terms, provisions, and stipulations
159 in the general mortgage and in the general mortgage bonds contained, and for the uses and purposes, and upon and subject to all the terms, conditions, provisos, and agreements in the general mortgage expressed and declared, as additional security for the general mortgage bonds from time to time issued under the general mortgage of the Terminal Association, and outstanding.

Second. If the said sums of money in the general mortgage bonds mentioned, as well the principal as the interest thereof, shall be well and truly paid at the times and in the manner therein and in the general mortgage expressed, according to the tenor and effect thereof, then, and in such case, the estate, right, title, and interest of the trustees, their successors in the trust and their assigns shall cease determine and become void and upon proof being given to the reasonable satisfaction of the trustees that all the general mortgage bonds at any time issued and all accrued interest thereon have been paid off and satisfied, and upon payment of all costs, charges, and expenses incurred by the trustees in relation thereto, the trustees shall reassign or cause to be reassigned, transferred, and delivered to the railroad companies, or on their order, the stocks hereby assigned and transferred, and shall cancel and satisfy this agreement.

Third. The railroad companies, each for itself, expressly waive and release all right to have the stocks embraced in this agreement and hereby assigned and transferred, marshalled in any foreclosure of the general mortgage or other enforcement thereof; and the trustees in the general mortgage or any court in which the foreclosure of the general mortgage or the administration of the trusts by the general mortgage created is sought shall have the right to sell the stocks hereby assigned and transferred as part of the mortgaged premises therein embraced, and to determine whether such sale shall be made of the mortgaged premises as a whole, in a single lot or parcel, or in more than one parcel.

160 Fourth. The railroad companies will not, nor will any of them, at any time insist upon, or plead, or in any manner whatever claim or take the benefit or advantage of any stay or extension law wherever enacted, now or at any time hereafter in force, which may effect the terms, covenants, and performance of this agreement or of the general mortgage, nor will the railroad companies, nor will any of them, claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the trust estate embraced in the general mortgage including the stocks hereby assigned and transferred, prior to any disposition thereof to be made pursuant to any provision of the general mortgage or herein contained or to the decree of any court of competent jurisdiction; nor will the railroad companies, nor will any of them, after such disposition claim or exercise any right under any law or statute wherever enacted and now or at any time in

force to redeem the trust estate embraced in the general mortgage, including the stocks hereby assigned and transferred, or any part thereof, and the railroad companies expressly waive any benefit and advantage under any such law or laws, and covenant that they will not hinder, delay, or impede the execution of any power in the general mortgage or herein or hereby granted and delegated to the trustees, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Fifth. This agreement shall extend to the successors of the respective parties of the first part and to the successors in the trust under the general mortgage of the parties of the second part.

In witness whereof each of the parties of the first part has caused its corporate seal to be hereunto affixed and this agreement to be signed by its president or a vice president and its secretary or an assistant secretary, and Central Trust Company of New York has caused its corporate seal to be hereunto affixed and this agree-
161 ment to be signed by one of its vice presidents and by its secretary or an assistant secretary, and the said William Taussig has hereunto subscribed his name and affixed his seal, the day and year first above written.

The Missouri Pacific Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

St. Louis, Iron Mountain and Southern Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

Wabash Railroad Company, by ——— ———, President. Attest: ——— ———, Secretary.

Pennsylvania Company, by ——— ———, Vice President. Attest: ——— ———, Secretary.

162 Baltimore and Ohio Southwestern Railroad Company, by ——— ———, President. Attest: ——— ———, Secretary.

Cleveland, Cincinnati, Chicago and St. Louis Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

Louisville and Nashville Railroad Company, by ——— ———, President. Attest: ——— ———, Secretary.

St. Louis and San Francisco Railroad Company, by ——— ———, President. Attest: ——— ———, Secretary.

163 The Chicago, Rock Island and Pacific Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

Southern Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

Illinois Central Railroad Company, by ——— ———, President. Attest: ——— ———, Secretary.

The Chicago and Alton Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

164 Chicago, Burlington and Quincy Railway Company, by ——— ———, President. Attest: ——— ———, Secretary.

Missouri, Kansas and Texas Railway Company, by ——— ———, Vice President. Attest: ——— ———, Secretary.

Central Trust Company of New York, by ——— ———, Vice President. Attest: ——— ———, Secretary.

165 STATE OF NEW YORK,
County of New York, ss:

On this day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the town of Lakewood, in the State of New Jersey; that he is the president of the Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

———— ————,
Notary Public, New York County, New York.

STATE OF NEW YORK,
County of New York, ss:

On this day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said
166 instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

———— ————,
Notary Public, New York County, New York.

STATE OF MISSOURI,
City of St. Louis, ss:

On this day of January, in the year 1903, before me personally came Joseph Ramsay, jr., to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of St. Louis, in the State of Missouri; that he is the president of Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Ramsay, jr., acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____,
Notary Public, City of St. Louis, Missouri.

167 COMMONWEALTH OF PENNSYLVANIA,
County of Allegheny, ss:

On this day of January, in the year 1903, before me personally came James McCrea, to me personaly known, who, being by me duly sworn, did depose and say that he resides in the city of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice president of Pennsylvania Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors; and that he signed his name thereto by like order; and said James McCrea acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____,
Notary Public, County of Allegheny, Pennsylvania.

STATE OF MARYLAND, *County of Baltimore, ss:*

On this day of January, in the year 1903, before me personally came L. F. Loree, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and

168 sealed in behalf of said corporation by order of its board of directors; and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

Notary Public, County of Baltimore, Maryland.

STATE OF OHIO, *County of Hamilton, ss:*

On this day of January, in the year 1903, before me personally came Melville E. Ingalls, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of Cincinnati, in the State of Ohio; that he is the president of Cleveland, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors; and that he signed his name thereto by like order; and said Melville E. Ingalls acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

Notary Public, County of Hamilton, Ohio.

169 STATE OF KENTUCKY,
County of Jefferson, ss:

On this day of January, in the year 1903, before me personally came Milton H. Smith, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of Louisville, in the State of Kentucky; that he is the president of Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Milton H. Smith acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 19 .

Notary Public, County of Jefferson, Kentucky.

STATE OF MISSOURI,
City of St. Louis, ss:

On this day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of St. Louis, in the State of Missouri; that he is the president of St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and
170 sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____,
Notary Public, City of St. Louis, Missouri.

STATE OF NEW YORK,
County of New York, ss:

On this day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of New York, in the State of New York; that he is the president of the Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument in such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____,
Notary Public, New York County, New York.

171 STATE OF NEW YORK,
County of New York, ss:

On this day of January, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of

said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, New York County, New York.

STATE OF NEW YORK,
County of New York, ss:

On this day of January, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the town of Garrison, in the State of New York; that he is the president of Illinois Central Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is
172 such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, New York County, New York.

STATE OF ILLINOIS,
County of Cook, ss:

On this day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of Chicago, in the State of Illinois; that he is the president of the Chicago and Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, Cook County, Illinois.

173 STATE OF ILLINOIS, *County of Cook, ss:*

On this day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors; and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, Cook County, Illinois.

STATE OF NEW YORK, *County of New York, ss:*

On this day of January, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the city of New York, in the State of New York; that he is the vice president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed
174 and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Charles G. Hedge acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, New York County, New York.

STATE OF NEW YORK, *County of New York, ss:*

On this day of January, in the year 1903, before me personally came James N. Wallace, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, in the city of New York, in the State of New York; that he is the fourth vice president of Central Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by

order of its board of trustees, and that he signed his name thereto by like order; and said James N. Wallace acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____ _____,

Notary Public, New York County, New York.

175 STATE OF MISSOURI,
City of St. Louis, ss:

On this day of January, in the year 1903, before me personally appeared William Taussig, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the considerations and purposes therein mentioned and set forth.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first hereinabove written.

My commission expires the day of , 190 .

_____ _____,

Notary Public, City of St. Louis, Missouri.

STATE OF ,
County of , ss:

On this day of January, in the year 1903, before me personally came , to me personally known, who, being by me duly sworn, did depose and say that he resides in the of , in the State of ; that he is the president of Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said acknowledged said instrument to be the free act and deed of said corporation.

176 In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 19 .

_____ _____,

Notary Public, County of .

STATE OF ,
City of , ss:

On this day of January, in the year 1903, before me personally came , to me personally known, who, being by me duly sworn, did depose and say that he resides in the of , in the State of ; that he is the president of Company, one

of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the day of , 190 .

_____,

Notary Public, County of .

177 No. 5250.

THE UNITED STATES OF AMERICA

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS AND OTHERS.

Transcript from U. S. Circuit Court, Eastern Division, Eastern Judicial District of Missouri.

178 ORIGINAL CITATION.

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

United States of America to the Terminal Railroad Association of St. Louis, the St. Louis Merchants Bridge Terminal Railway Co., the Wiggins Ferry Company, the St. Louis Bridge Company, the St. Louis Merchants Bridge Company, the Missouri, Kansas & Texas Railway Company, the St. Louis & San Francisco Railway Company, the Chicago & Alton Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Ry. Co., the Missouri Pacific Railway Company, the Central Trust Company of New York, A. A. Allen, S. M. Fulton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clark, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans,

C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher, and S. D. Webster, greeting:

You are hereby cited and admonished to be and appear in the Supreme Court of the United States, at Washington, in the District of Columbia, thirty (30) days from and after the day this citation bears date, pursuant to an appeal filed in the clerk's office of the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the United States of America is appellant and you are appellees, to show cause,
179 if any there be, why the order and decree rendered against the said appellant, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness the honorable Willis Van Devanter, judge of the Circuit Court of the United States for the Eastern District of Missouri, this 2nd day of August, in the year of our Lord one thousand nine hundred and ten.

WILLIS VAN DEVANTER,
Circuit Judge.

Service of the above citation on behalf of all the appellees acknowledged this 23d day of August, 1910, at St. Louis, Missouri.

M. F. WATTS,
H. S. PRIEST, and
F. W. LEHMANN,
Attorneys for Appellees.

180 (Indorsed:) No. 5250. United States Circuit Court, Eastern Division of the Eastern Judicial District of Missouri. The United States vs. Terminal Railroad Association of St. Louis et al. Citation. Filed, 3rd day of August, 1910. James R. Gray, clerk.

181 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the division and district aforesaid.

Be it remembered that heretofore, to wit, on the 22nd day of August, A. D. 1910, there was filed in the office of the clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, in a cause pending therein, entitled United States of America, complainant, *vs.* The Terminal Railroad Association of St. Louis et al., defendants, in

equity, No. 5250, a præcipe for transcript, which is in words and figures as follows, to wit:

(Præcipe for transcript.)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis & San Francisco Railway Co.; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S.
182 Clark, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher, and S. D. Webster, defendants. } No. 5250.

Præcipe for transcript.

The clerk of said court, instead of preparing a full transcript of the record and proceedings for use in the United States Supreme Court in the above-entitled cause, as directed by the order entered

therein granting an appeal, will please copy and certify the following only, to wit:

1. Mandate of Supreme Court remanding cause.
2. Application for reargument.
3. Order denying reargument and dismissing bill.
4. Assignment of errors.
5. Petition for appeal.
6. Order allowing appeal.

CHAS. A. HOUTS,
United States Attorney.

The mandate, application for reargument, order denying reargument and dismissing bill, assignment of errors, petition for appeal, and order allowing appeal are respectively in words and figures as follows, to wit:

(*Mandate of Supreme Court remanding cause.*)

183 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the honorable the judges of the Circuit Court of the United States for the [SEAL.] *Eastern District of Missouri, greeting:*

Whereas lately in the Circuit Court of the United States for the Eastern District of Missouri before you or some of you, in a cause between The United States of America, complainant, and Terminal Railroad Association of St. Louis et al., defendant, No. 5250, wherein the judges of the said Circuit Court were divided in opinion, as by the inspection of the transcript of the record of the said Circuit Court, which was brought into the Supreme Court of the United States agreeably to the act of Congress in such case made and provided, fully at large appears;

And whereas in the present term of October, in the year of our Lord one thousand nine hundred and nine, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and on a motion to dismiss which was submitted by counsel for the United States:

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that said certificate be, and the same is hereby, dismissed.

And it is further ordered that this cause be, and the same is hereby, remanded to the said Circuit Court with directions to proceed therein in conformity with law.

JANUARY 31, 1910.

You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the decree of this court

as according to right and justice, and the laws of the United States, ought to be had, the said certificate notwithstanding.

184 Witness the honorable Melville W. Fuller, Chief Justice of the United States, the 19th day of March, in the year of our Lord one thousand nine hundred and ten.

JAMES H. MCKENNEY,
Clerk of the Supreme Court of the United States.

(Endorsed:) Filed May 5, 1910. James R. Gray, clerk.

185 (*Application for reargument.*)

United States Circuit Court for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL. } No. 5250.

Now comes the United States of America by Charles A. Houts, United States attorney for the Eastern District of Missouri, and shows to the court that on the 31st day of January, 1910, the above entitled cause, being then pending in the Supreme Court of the United States upon a certificate from this court, that the judges of this court were divided in opinion, and a motion to dismiss said cause having been filed in the Supreme Court of the United States by the complainant, United States of America, the Supreme Court by its order of record duly entered in said cause, did dismiss said certificate and remand said cause to this court, with directions to proceed therein in conformity with law; that said mandate of the Supreme Court was duly filed in said cause on the 5th day of May, 1910.

The complainant in said cause further shows that in the opinion of its counsel a reargument of said cause would promote and aid in the proper disposal thereof by this court, and to that end complainant asks that said cause be reset for reargument at such convenient time as the court may direct, and that notice of the time and place of such resetting and reargument be given by the clerk of this court to the parties to this cause.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri, for Complainant.

(Endorsed:) Filed Jun. 6, 1910. James R. Gray, clerk.

186 (*Order denying reargument and dismissing bill.*)

United States Circuit Court of the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL. } No. 5250.

Before Sanborn, Van Devanter, Hook, and Adams, circuit judges.

Whereas upon full argument and careful consideration of this case two of the judges of this court were of the opinion that the complainant should prevail and two of the judges of this court were of the opinion that the defendants should prevail, and each of them is of the same opinion still, and the Supreme Court of the United States has dismissed the certificate of this division of opinion and has remanded this case to this court with direction to proceed in conformity with the laws of the United States;

Whereas honorable Charles A. Houts, United States attorney for the Eastern District of Missouri, has made a motion on behalf of the complainant that this court listen to a reargument of this case, and the judges are unanimously of the opinion that further argument thereof would be futile;

And whereas the complainant cannot prevail because only two of the judges are of the opinion that it is entitled to any relief, while two are of the opinion that it is entitled to no relief;

It is hereby ordered that the motion for a reargument of this case be, and the same is hereby, denied and that the bill of the complainant be, and it is hereby, dismissed.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
Circuit Judges.

ST. PAUL, MINNESOTA, June 4, 1910.

(Endorsed:) Filed June 6, 1910. James R Gray, clerk.

187 (*Assignment of errors.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago, & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

Assignment of errors.

Complainant, United States of America, by Charles A. Houts, United States attorney for the Eastern District of Missouri, acting in pursuance of the express instructions of the Attorney General in that behalf given, files the following several assignments of error upon which it will rely upon its appeal from the final judgment and decision made herein by this honorable court on the 4th day of June,

A. D. 1910, saying that in the record of proceedings herein and in said final judgment there is manifest error, and for error the
188 complainant assigns, on the appeal, the following:

I.

The complainant assigns as error the action of the Circuit Court in making and entering in this cause its order of June 4th, A. D. 1910, and adjudging and decreeing the dismissal out of court of complainant's bill of complaint herein.

II.

The complainant assigns as error the failure and refusal of the Circuit Court by its decree herein to adjudge and decree the complainant the relief prayed for in its bill of complaint.

III.

The complainant assigns as error the failure and refusal of the Circuit Court under the evidence in this cause to adjudge and decree that the defendants had entered into, prior to the institution of this cause, and at the time of the institution thereof were engaged in carrying out a combination and conspiracy in restraint of trade and commerce among the several States as described in the complaint herein, contrary to and in violation of the act of Congress of July 2nd, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopoly."

IV.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree that the several defendants (other than the Terminal Railroad Association of St. Louis, St. Louis Merchants Bridge Terminal Railway Company, Wiggins Ferry Company, and the St. Louis Bridge Company) owned and controlled the entire capital stock of the defendant Terminal Railroad Association of St. Louis, and that such ownership and control constitute a combination in restraint of trade and commerce among the several States and between said States and foreign countries contrary to the act of July 2nd, 1890, entitled "An act to protect trade and commerce against unlawful restraints and monopoly."

189 V.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree null and void the several agreements between the defendants herein, described in complainant's bill

of complaint, whereby the defendant, the Terminal Railroad Association of St. Louis, acquired the ownership and control of the St. Louis Bridge (designated in the complaint as the "Eads Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith; and also the St. Louis Merchants Bridge (designated in the complaint as the "Merchants Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith. And also the failure and refusal of the Circuit Court to enjoin the further carrying out of such agreements and the operation of such bridges, railroad tracks, and terminals upon a noncompetitive basis with each other.

VI.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and declare null and void the several agreements between the defendants herein described in the complainant's bill of complaint looking to the operation of the St. Louis Bridge, known as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or noncompeting interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and terminals connecting therewith, and to enjoin and forbid the defendants, parties to such agreements, from the further carrying out of such agreements or the operation of such bridges, railroad tracks, and terminals in such common or noncompetitive interest, and to enjoin and forbid the defendants and each of them, their agents, servants, and employes, from operating, controlling, and maintaining the properties hereinbefore described as a common instrument or agency of interstate commerce under the common control of the fourteen railroad companies owning the capital stock of the Terminal Railroad Association.

VII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defendants, the Missouri, Kansas &
190 Texas Railroad Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Com-

pany, their stockholders, officers, directors, executive committees, agents, and servants, from voting or in any way acting as the owner of any of the shares of the capital stock of the Terminal Railroad Association of St. Louis, of the Wiggins Ferry Company, and of the St. Louis Merchants Bridge Terminal Railway Company; and to enjoin the Terminal Railroad Association of St. Louis, its stockholders, officers, agents, and servants, from in any manner recognizing or accepting the defendants hereinbefore in this assigment specified, as the owners or holders of any share or shares of its capital stock, and from allowing such specified defendants to vote such stock, and from paying any dividends upon such stock to said defendants.

VIII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defendant, the Terminal Railroad Association of St. Louis, and the said named railroad companies who own its capital stock as set out in the bill of complaint, their stockholders, officers, directors, agents, and servants, from voting, controlling, or acting as the owner or owners of any of the shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, the shares of the capital stock of the St. Louis Merchants Bridge
191 Company, the shares of the capital stock of the Wiggins Ferry Company, the shares of capital stock of the Madison, Illinois & St. Louis Railway Company, the shares of capital stock of the St. Louis Transfer Railway Company, the shares of capital stock of the Wiggins Car Transfer Company, the shares of capital stock of the St. Louis Terminal Railway Company, the shares of capital stock of the Granite City & Madison Belt Railway Company, and the shares of capital stock of the East St. Louis Connecting Railway Company, and to enjoin said last named companies from recognizing or accepting the said Terminal Railroad Association of St. Louis, and the fourteen defendant railroad companies described in the bill of complaint as the owners of the capital stock of the Terminal Railroad Association of St. Louis, as the owners or holders of any of the shares of their respective capital stocks.

In order that the foregoing assignments of error may be and appear of record, the complainant presents the same to the court and respectfully prays that such disposition be made thereof as is in accordance with law and the statutes of the United States in such case made and provided.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri.

_____ _____,

_____ _____,
Solicitors for Complainant, the United States of America.

(Endorsed:) Filed Aug. 1, 1910. James R. Gray, clerk.

192 (*Petition for appeal.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS; the St. Louis Merchants Bridge Terminal Railway Co.; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

Petition for appeal.

The above-named complainant considering itself aggrieved by the final decision of this cause, made on the 4th day of June, A. D. 1910, and entered and filed on the 6th day of June, 1910, by which said final decree the dismissal out of court of complainant's bill of complaint was adjudged and decreed, hereby appeals to the Supreme Court of the United States from said decree, and it prays that
193 its appeal may be allowed and that a transcript, duly authenticated, of the record of proceedings in the above-entitled cause upon which said decree was made and entered, together with

the accompanying assignment of errors, may be transmitted with this appeal to the Supreme Court of the United States.

Dated St. Louis, Missouri, July 1st, 1910.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri.

———— ————,
———— ————,
Solicitors for Complainant, the United States of America.

(Endorsed:) Filed Aug. 1, 1910. James R. Gray, clerk.

194 (*Order allowing appeal.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

The United States of America, complainant herein, having prayed for the allowance of appeal in the above-entitled cause to the Su-

preme Court of the United States from the decree made therein on the 4th day of June, 1910, and filed and entered therein on the 6th day of June, 1910, and from each and every part thereof, and having presented and filed its assignment of errors:

195 It is ordered that the said appeal be, and the same is now hereby, allowed as prayed, and the clerk of this court is hereby directed to transmit a duly authenticated transcript of the record, papers, and proceedings in said cause to the Supreme Court of the United States at the earliest practical date, using for that purpose the printed copies of those parts of the record used at the hearing, and such other printed parts of the same as may be furnished by counsel and found by him to be correct.

Dated this 2nd day of August, 1910.

WILLIS VAN DEVANTER,
Circuit Judge.

(Endorsed:) Filed Aug. 3, 1910. James R. Gray, clerk.

196 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

I, James R. Gray, clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, do hereby certify that the foregoing is a full transcript (save as restricted by the praecipe of complainant appellant) of the record, papers, and proceedings in the case wherein United States of America is complainant and the Terminal Railroad Association of St. Louis et al., are defendants, in equity cause No. 5250, as fully as the same remain on file and of record in said case in my office, and that the original citation is hereto attached and herewith returned.

In witness whereof I hereunto set my hand and affix the seal of said court at office in the city of St. Louis, in said division of said district, this 25th day of August, A. D. 1910.

[SEAL.]

JAMES R. GRAY,
Clerk of said Court.

(Indorsed:) 5250. The United States vs. Terminal Railroad Association of St. Louis et al. Transcript.

(Indorsement on cover:) File No. 22307. E. Missouri. C. C. U. S. Term No. 386. The United States of America, appellant, vs. The Terminal Railroad Association of St. Louis et al. Filed August 30th, 1910. File No. 22307.

O

IN THE

Circuit Court of the United States of America.

For the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA,
Complainant,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL.,
Defendants.
} No. 5,250.

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Plaintiff's, Fraser, No. 155, offered in evidence..... 927
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Plaintiff's, Fraser, No. 457, offered in evidence..... 1114
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Plaintiff's, Fraser, No. 585, offered in evidence..... 1272
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IN THE

Circuit Court of the United States of America

For the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA,
Complainant,

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL.,
Respondents.

No. 5,250.

RECORD OF PROCEEDINGS
before Roderick R. Rombauer, Esq., Special Commissioner.

The following is a copy of the order entered in the case:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

United States of America,
Complainant,

vs.

Terminal Railroad Association of St. Louis, et al.,
Defendants.

No. 5250.

Now at this day come Messrs. Chester H. Krum, Edward

C. Crow, and Charles Nagel and enter their appearance as solicitors for the complainant herein; and on motion of said complainant it is ordered that this cause be and the same is hereby dismissed as to defendants Central Trust Company of New York, W. M. Green, Benjamin McKean, George E. Evans, J. Ramsey and J. N. Stevens; and further on motion of said complainant pursuant to stipulation this day filed herein it is

Ordered, that Roderick E. Rombauer be and he is hereby appointed Special Commissioner to take and return to this Court the evidence in this cause.

April 6th, 1906.

G. A. Finkelnburg,
Judge.

The following is a copy of the notice to parties issued by the Special Commissioner:

St. Louis, Mo., May 31, 1906.

The United States of America,
Complainant,
vs.
Terminal Railroad Association of St. Louis, et al.,
Defendants.
No. 5250.

Circuit Court U. S., E. D. of E. J. D. of Missouri.

To Counsel for Defendants in the above entitled cause:

I have been advised by counsel for complainant that they intend to proceed with the taking of testimony before me in this case in Room 314, U. S. Custom House, on Monday, June 4th, 1906, at the hour of ten o'clock, a. m., when and where you are requested to attend.

Roderick E. Rombauer,
Commissioner.

St. Louis, June 4, 1906.

Be it Remembered that in the above entitled cause the following proceedings were had:

On Monday, June 4, 1906, the parties met in Room 314, Federal Building, in the City of St. Louis, Missouri, at ten o'clock a. m.

Appearances: There appeared on behalf of the complainant, Messrs. D. P. Dyer, Edward C. Crow, Chester H. Krum and Charles Nagel.

There appeared on behalf of the defendants, Messrs. Henry S. Priest and Frederick W. Lehmann.

Mr. Priest: I had supposed until yesterday afternoon that Mr. M. F. Watts, who is the regular counsel of the Terminal Railroad Association, would be present this morning to participate in the taking of this testimony, but I have been informed by his partner, Judge McKeighan, that several days ago Mr. Watts had departed on an urgent personal errand to Paris, France, where he would remain for a day or two only, and then return to St. Louis, arriving here between the 15th and 20th of June.

Mr. Watts is thoroughly familiar with the details and facts incident to this controversy, and I do not feel sufficiently advised to be able to properly conduct the cross-examination of witnesses in his absence. Mr. Lehmann, of course, is in the same position.

The Commissioner: Let me make this suggestion to all of you: As a matter of course, so far as I am concerned, under this order of court, I have merely the power to hear such proof as the parties may offer. I have not any power to rule upon the admissibility of the testimony offered—unless it is so palpably irrelevant that it so appears upon first sight. Under these circumstances, and as the testi-

mony is to be written out in full, so far as this examination in chief is concerned, why not let it proceed, and lay the cross-examination over, unless objections are raised on the part of the complainant, until Mr. Watts' return. What is your objection to that?

Mr. Priest: There is only this objection: it will be perfectly obvious to your Honor upon reflection; that I shall not be able to judge when the facts are fully developed and when they are partially developed.

The Commissioner: That can all appear by cross-examination after Mr. Watts' return; it can all be seen when he commences to cross-examine the witnesses. As I understand it the testimony is all to be written out immediately after being taken.

Mr. Priest: That is rather an unsatisfactory way to proceed, as it inconveniences the witnesses very greatly, and it puts their testimony into the record in a disconnected form.

Mr. Crow: I have some formal proof here which we could put in, but I do not know that it would hasten the matter any. Do I understand Judge Priest to say that Mr. Watts is away on personal business?

Mr. Priest: I made the announcement as it was made to me.

Mr. Crow: After consultation with my associates, they say that Mr. Watts went away on purely personal business and before he received this notice issued by the Commissioner.

The Commissioner: What time did Mr. Watts leave?

Mr. Priest: I cannot tell you the date, but it was before your notice was served. He is in Paris now, or on the ocean. I do not want to go on in this case in the absence of Mr. Watts, the senior counsel in the case, and the regular counsel for the Terminal Association.

Mr. Crow: We will consent to the adjournment, on

the condition that there will be no further application made for a continuance after the 15th of June.

Mr. Priest: Judge McKeighan said Mr. Watts would be a day or two in Paris, and then return immediately; and barring accidents in travel would be here between the 15th and 20th of June.

There is no disposition on the part of the defendants to delay the taking of the testimony in this case. I do not want counsel or the Commissioner to be under that impression.

Mr. Crow: With the understanding that there will be no further application for continuance, on account of the absence of Mr. Watts, we will consent to la the hearing over until the 20th of June.

Mr. Priest: I make the engagement as far as I can.

On account of the absence of Mr. Watts, who is expected to return to St. Louis from Paris, France, between the 15th and 20th of June, the further hearing of this case is postponed until Wednesday, June 20, 1906, at ten o'clock a. m., then to be proceeded with whether Mr. Watts has returned or not.

R. E. Rombauer,
Special Commissioner.

St. Louis, June 20, 1906.

On Wednesday, June 20, 1906, the parties met at Room 314 Federal Building:

Present, Messrs. D. P. Dyer, E. C. Crow, Chester Krum and Chas. Nagel, in behalf of the Complainant.

Mr. Frederick W. Lehmann in behalf of the defendants.

The Commissioner: The stenographer will read from her notes the minutes of the last meeting, to which counsel may make such objections as they see fit.

The stenographer thereupon read the minutes of the preceding meeting.

The Commissioner: The stenographer will write out in full the minutes of the preceding meeting, which counsel have just heard read and offer no objection to; and hereafter the minutes of each day's meeting will be written out in full, the original for the use of the Commissioner and to be filed in court, and two carbons, one for the complainant and one for the defendants.

The following is a copy of an order entered in the case:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

The United States of America, *Complainant,* vs. Terminal Railroad Association of St. Louis, et al., *Defendants,*	No. 5250.

Now at this day come the parties hereto by their respective solicitors, and on motion of the Complainant, the defendants not objecting thereto, it is

Ordered that R. E. Rombauer, Esq., heretofore appointed Special Commissioner herein by consent of parties, be and he is hereby authorized:

First: To fix the time and place of taking testimony in this cause before him as such Commissioner, when the parties by their attorneys cannot agree upon the same;

Second: To compel the attendance of witnesses and the production of books and papers by either party.

June 18th, 1906.

(Signed) G. A. Finkelnburg,
Judge.

The Commissioner: Gentlemen, I desire to make this suggestion to you: heretofore the witnesses have been summoned by the Complainant in this case, and the Commissioner has not been advised either of their number or of the facts to which they are expected to testify; in consequence of which a large number of witnesses are continually in attendance here, whose testimony, I assume, could not under any circumstances be reached on the day for which they are summoned. Now you are perfectly well aware that that subjects the witnesses to great inconvenience in the premises, and it subjects the parties to considerable additional cost, which it is my care, as far as possible, to avoid; and, therefore, I will make an order that a list of the witnesses shall be furnished to the Commissioner, and the probable time that will be consumed in their examination, so that all these witnesses may not be in attendance here from day to day. Some of the witnesses have spoken to me concerning this matter; they are men of business, and in attending here from day to day when their testimony cannot be taken, are subjected to a great deal of inconvenience. Unless you gentlemen have some suggestion to make in the premises, I shall make that order, that a list of the witnesses be furnished to the Commissioner, so that we may know which ones will be needed here.

Mr. Crow: I do not think your statement is quite full enough to be exactly fair to counsel, for the reason that we could summon the witnesses on no other day than the one when the hearing was set. If we had not had our witnesses here we would be subject to criticism.

The Commissioner: You gentlemen must have been perfectly aware that it would be utterly impossible to get through with all these witnesses in one day.

Mr. Crow: Not at all, so far as I am concerned.

The Commissioner: At all events, counsel, of course,

are in a position to state in what order they intend to examine the witnesses, are you not?

Mr. Crow: We have no objection—at least I have none—to your making that order; but I simply wish to say that in all hearings of this character that I have had anything to do with, counsel have looked after the interests of the witnesses, and after they got started were able to tell how they would need them; but in this case we have not yet got started, and cannot tell in what order we shall proceed.

The Commissioner: But you know the practice is to furnish a list of the witnesses, and the Commissioner has not been furnished with that list.

Mr. Crow: I did not know any such practice existed. The practice has been to issue subpoenas out of the clerk's office. But we will be very glad to furnish you with the list.

The Commissioner: Well, gentlemen, are you ready to proceed?

Mr. Crow: We adjourned with the understanding that there would be no further adjournment on account of the absence of Mr. Watts. Mr. Watts has not returned. Now Mr. Lehmann says Judge Priest is sick.

We say that if counsel will agree to proceed on Monday without further delay, we will agree to have the matter laid over until that time.

We can go on with Mr. Pitzman to-day.

The Commissioner: Mr. Lehmann, what have you to say to that?

Mr. Lehmann: I am here to do the best I can. Mr. Watts has not returned. I have no desire for any delay.

So far as the map of Mr. Pitzman is concerned, my suggestion was, that I thought we ought to be able to agree and have one map here which would explain itself.

Mr. Crow: Let us determine the other question first. If just Mr. Pitzman is to wait it is a different proposition.

If we agree to lay it over until next Monday will you be ready to proceed at that time?

Mr. Lehmann: I do not like to make a suggestion about Mr. Watts' return.

Mr. Crow: I am leaving him out of the question, whether he returns or not.

Mr. Lehmann: I will have to submit myself to the orders of the Commissioner. I have stated the situation.

The Commissioner: Of course the complainant has a right to proceed, under the last order made in this case, if they wish so to do. I desire to state, in that connection, that I can very well see the propriety of the suggestion of Mr. Lehmann in this matter, that if the two engineers, the engineer of the Terminal Association and Mr. Pitzman, who has made a survey, as I understand it, for the complainant in this case, can agree as to that map, it will do away with a great deal of testimony in regard to the map. Therefore, it is advisable to determine whether or not those gentlemen can agree. They should be able to fully ascertain that before Monday next.

Mr. Lehmann: My idea was to do that this morning. I cannot imagine why they should not agree.

The Commissioner: They ought either be able to agree, or make up their minds to disagree, before Monday next.

Mr. Crow: As Mr. Lehmann suggests, that will save a great deal of time.

Mr. Pitzman: It is a large map, compiled from different surveys, and the engineer of the Terminal Association is perfectly familiar with every detail. If he tells me his objections, and I know what they are, I can then examine those special points and verify the statements.

Mr. Nagel: I understand, Mr. Lehmann, that the objections are quite numerous?

Mr. Lehmann: Yes, that there are a number of omissions.

Mr. Nagel: It seems to me the engineers of the two parties ought to be able to come to an agreement. They should be able to do it in a week, and save time and expense.

The Commissioner: I think they ought to be able to do it before next Monday.

Mr. Crow: All that is necessary is to look at the records here and in Illinois.

The Commissioner: If I am correctly informed, and as I understand it, your objections made to the plat of Mr. Pitzman, it is not the actual physical situation, but the designation of the various tracks?

Mr. Lehmann: I cannot imagine anything else.

The Commissioner: Of course, the actual physical situation, an engineer as capable as Mr. Pitzman would be able to determine after going over the ground.

Mr. Lehmann: I think there should be a map used here in the testimony that all can agree to. There is nothing so unsatisfactory as to use a plat and have a dozen different depositions.

The Commissioner: The counsel agree that the further hearing of this case may be postponed for one week, from this date, in order to enable the engineer of the Terminal Railroad Association and the engineer who prepared the map for the complainant in this case, to ascertain whether they can agree upon a map which can be offered in evidence as a joint map, on the part of the complainant and on the part of the defendants, and if they can agree to present such a map, and if they cannot agree, the case then to proceed without any further delay.

Are you gentlemen in a position to say how many of this large number of witnesses I see present, you will require at the next meeting?

Mr. Crow: No, sir, I am not. The parties on the other side, after we examine them, may say "That is all right,"

and so we can finish with them in a very short time. Some of these gentlemen are needed for only one or two facts.

Mr. Nagel: I get the impression that it will take us at least a day to agree on that map.

The Commissioner: That is the reason I make this suggestion, so as to avoid holding all these witnesses here unnecessarily.

Mr. Crow: If they furnish us with their telephone numbers, I will telephone them on the afternoon of that day which ones I will want to have come here.

The Commissioner: Let that be understood, that the witnesses will be discharged, to report here next Wednesday at ten o'clock, with the understanding that counsel for the complainant may by telephone messages to them select such as counsel think they may need, and the others need not attend.

Thereupon the further hearing of testimony is adjourned unto Wednesday, June 27, 1906, at ten o'clock a. m.

St. Louis, June 27th, 1906.

Met pursuant to adjournment as above, in the Court of Appeals Room in the Federal Building, in the City of St. Louis, Mo., on Wednesday, June 27th, 1906, at ten o'clock, a. m., when the following proceedings were had:

Present: Hon. R. E. Rombauer, Special Commissioner. Messrs. M. F. Watts, Henry S. Priest and Frederick W. Lehmann appeared in behalf of the defendants. And Messrs. E. C. Crow, Chester Krum, and Charles Nagel appeared in behalf of the complainant.

Counsel for complainant offer in evidence Articles of Association of the Union Railway and Transit Company of St. Louis, filed April 13, 1874.

The paper referred to is marked "Complainant's Exhibit 1."

Counsel for complainant offer in evidence Articles of Association of the St. Louis Bridge Company, filed December 18, 1878.

The paper referred to is marked "Complainant's Exhibit 2."

Counsel for complainant offer in evidence Articles of Association of the Tunnel Railroad of St. Louis, filed December 18, 1878.

The paper referred to is marked "Complainant's Exhibit 3."

Counsel for complainant offer in evidence Articles of Association of the Terminal Railroad of St. Louis, filed February 25, 1880, organized under the laws of the State of Missouri, certified to by the Secretary of State as an official copy.

The paper referred to is marked "Complainant's Exhibit 4."

Counsel for complainant offer in evidence Articles of Consolidation of the Terminal Railroad of St. Louis and the Union Railway and Transit Company of St. Louis under the name of the Terminal Railroad Association of St. Louis, filed July 30, 1889.

The paper referred to is marked "Complainant's Exhibit 5."

Counsel for complainant offer in evidence Articles of Incorporation of the St. Louis Merchants' Bridge Company, organized under the laws of the State of Illinois, issued on May 11, 1886.

The paper referred to is marked "Complainant's Exhibit 6."

Counsel for complainant offer in evidence Articles of Association of the East St. Louis Terminal Railway Company, filed August 16, 1887, organized under the laws of the State of Illinois.

The paper referred to is marked "Complainant's Exhibit 7."

Counsel for complainant offer in evidence Articles of Association of the St. Louis Merchants' Bridge Terminal Railway Company, filed August 18, 1887, organized under the laws of the State of Missouri.

The paper referred to is marked "Complainant's Exhibit 8."

Counsel for complainant offer in evidence duly certified copy of the Agreement between the St. Louis Merchants' Bridge Terminal Railway Company, the Terminal Railroad Association of St. Louis, and the St. Louis Terminal Railway Company, filed January 17, 1894.

The paper referred to is marked "Complainant's Exhibit 10."

Counsel for complainant offer in evidence Articles of Association of the Union Railway and Transit Company of St. Louis, filed April 13, 1874, and Resolution accepting the provisions of Article 2, Chapter 21, Revised Statutes of 1879, filed July 25, 1889, organized under the laws of the State of Missouri.

The paper referred to is marked "Complainant's Exhibit 11."

Counsel for complainant offer in evidence Aritcles of Consolidation of the Union Railway & Transit Company and the Terminal Railway Company of St. Louis, under the name of the Terminal Railroad Association of St. Louis; filed July 30, 1889.

The paper referred to is marked "Complainant's Exhibit 12."

Counsel for complainant offer in evidence Articles of Association of the St. Louis Terminal Railway Company, filed November 9, 1882, organized under the laws of the State of Missouri.

The paper referred to is marked "Complainant's Exhibit 13."

Counsel for complainant offer in evidence Amendment to Articles of Association of the St. Louis Merchants' Bridge Terminal Railway Company, filed July 14, 1893, organized under the laws of the State of Missouri.

The paper referred to is marked "Complainant's Exhibit 14."

Counsel for complainant offer in evidence certified copy of the agreement between the St. Louis Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, filed November 7, 1893.

The paper referred to is marked "Complainant's Exhibit 15."

Counsel for complainant offer in evidence certified copy of the lease of the St. Louis Terminal Railway Company to the St. Louis Merchants' Bridge Terminal Railway Company, filed July 14, 1893.

The paper referred to is marked "Complainant's Exhibit 16."

Counsel for complainant offer in evidence Articles of Association of the St. Louis Belt & Terminal Railway Company, filed March 14, 1902, organized under the laws of the State of Missouri.

The paper referred to is marked "Complainant's Exhibit 17."

Counsel for complainant offer in evidence Articles of Association of the Terminal Realty Company, filed November 13, 1902.

The paper referred to is marked "Complainant's Exhibit 18."

Mr. Priest: That is a paper to which there is no reference made in the bill, and no averment made in respect of it as the Commissioner will see. It appears to be Articles of Association of the Terminal Realty Company, signed by

Julius Walsh, Julius Walsh, Jr., and Felix E. Anderson. I do not see the relevancy of it.

The Commissioner: As a matter of course, all I can do is to note your objection to the admission of this paper.

Mr. Priest: We will not note any objection except that it is irrelevant.

Counsel for complainant offer in evidence certified copy of the Articles of Incorporation of the East St. Louis Connecting Railway Company, filed January 4, 1878.

The paper referred to is marked "Complainant's Exhibit 19."

Counsel for complainant offers in evidence certified copy Articles of Incorporation or Association of the St. Louis Transfer Railway Company, with the affidavits of the directors annexed, filed June 25, 1884; and a statement of increase of capital stock of the same company from $200,000 to $350,000, filed December 16, 1885.

The papers referred to are marked "Complainant's Exhibits 20 and 20a."

Counsel for complainant offers in evidence Articles of Incorporation of the Granite City and Madison Belt Line Railroad Company, filed December 27, 1892.

The paper referred to is marked "Complainant's Exhibit 21."

Counsel for complainant offer in evidence Articles of Incorporation of the Illinois Transfer Railroad Company, filed October 27, 1899, organized under the laws of the State of Illinois.

The paper referred to is marked "Complainant's Exhibit 22."

Counsel for complainant offer in evidence certified copy of the Act of Incorporation of the Wiggins Ferry Company, approved February 11, 1853.

The paper referred to is marked "Complainant's Exhibit 23."

JULIUS PITZMAN, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW.

Q. Mr. Pitzman, please state your name, age, residence and occupation? A. Julius Pitzman; I am a citizen of St. Louis; I am a civil engineer.

Q. How long have you been a civil engineer? A. I have lived in the city of St. Louis since 1854, and have been in the surveying business about forty-eight years.

Q. What official positions in the civil engineering line have you occupied? A. I was County Surveyor of St. Louis County until the city and county were separated; and since that time, I have been the City Surveyor of St. Louis; I have done a very large amount of engineering work in the City of St. Louis, in St. Louis County, and in Madison and St. Clair Counties, being the two counties of Illinois opposite the City of St. Louis. I have made surveys of the harbor of St. Louis.

Q. You have a map on the table here (indicating). Will you please state to the Commissioner from what source you compiled that, and what it represents? A. This map represents, or is compiled from surveys made by myself from time to time, in part, and in part from maps as they appear on the public records in Illinois and in St. Louis; and in part it is taken from surveys made by Major Casey, the United States Engineer in charge of the river improvements at St. Louis; and part of the information is obtained from the chief engineer of the Terminal Railroad Association. The names of the railroads, so far as I have been able to ascertain them, are correctly shown on the map.

I have shown in separate colors all the railroads operated by the Terminal Railroad Association; but I have not divided them into the lines owned by the different railroads and

railways forming the Terminal Railroad Association of St. Louis.

Q. You have not yet stated definitely just what this map on the table here purports to represent? A. I thought I had. On this map I have shown all the railroads, the alignment of all railroads coming to St. Louis, and their connection with the railroad operated by the Terminal Railroad Association. I have also shown on the map the Eads Bridge, and the Merchants' Bridge, and the ferry lines operated across the river.

Q. And the physical location of these properties? A. Yes, sir.

The Commissioner: Mr. Pitzman intends to say, so far as the territory covered by the map indicated.

A. Yes, sir.

Mr. Priest: You used the words "all lines operated by the St. Louis Terminal Railroad Association": you mean all roads over which it may run its engines? A. Yes, sir.

I have compared the map I have prepared with the records in the office of the chief engineer of the Terminal Railroad Association of St. Louis, and find that it corresponds, practically, with his records. We simply added the method of operation. From some information filed in his office, and from the operating department, I received information at which point the Terminal Railroad Association makes connection with the railroads terminating at St. Louis, and have so entered a tabulated statement where the passenger connections are made, and where the freight deliveries are made. All that information was obtained altogether from the Terminal Railroad Association, because it is not a physical condition, and could not be ascertained by survey.

Mr. Priest: That information has been freely given you?

A. Yes, sir.

Mr. Crow: Q. Does this map indicate where the main lines of all railroads entering St. Louis come in?

A. Yes, sir, it shows the connection with all the lines.

Mr. Priest: We suggest that Mr. Pitzman prepare, for the use of the parties to this controversy, after conference with the chief engineer of the Terminal Railroad Association, and the operating department of the Terminal Railroad Association, a map which will show in different colors the lines constituting the Terminal Association, as they originally existed, and as they were extended from time to time, by the acquisition, leasing or consolidation of other lines; that the Wiggins Ferry system be shown upon the same map in like manner; that the St. Louis Merchants' Bridge and Terminal Railway System be shown upon the map in like manner; a different color being given to each of the constituent companies. That the map also show the date of organization of the different companies referred to in the bill and the answer.

We suggest also that the map show in different colors the freight and passenger stations of the St. Louis Terminal Association, the Merchants' Bridge and Terminal Railway Company, and the Wiggins Ferry Company. Also the connection of all lines entering the cities of St. Louis and East St. Louis. And that this map shall be accompanied by a key fully explaining what it shows.

Q. Will such a map as that be practical for you to make? A. Yes, sir.

Thereupon, by consent of counsel, I adjourn the further hearing of testimony herein to Friday, July 6th, 1906, at ten o'clock, a. m., in order that Mr. Pitzman may have an opportunity to prepare the map above described.

St. Louis July 6th, 1906.

Met pursuant to adjournment as above on Friday, July

6th, 1906, at the Federal Building in the City of St. Louis, Mo.

Present: R. E. Rombauer, Special Commissioner. Messrs. E. C. Crow, Chester Krum, and Charles Nagel in behalf of the complainant; Messrs. M. F. Watts, Henry S. Priest, and Frederick W. Lehmann in behalf of the defendant.

The following proceedings were had:

Mr. Watts: I should like to see the Articles of Association of the East St. Louis Railroad Company, which were offered in evidence at the previous session, and marked "Complainant's Exhibit 7." That is a company that I never heard of before, and one with which we have no connection in any form.

Mr. Crow: Here they are (handing paper to Counsel). Wasn't it succeeded by the Electric Company proposed to run south from the Merchants' Bridge?

Mr. Watts: I never heard of it before.

Mr. Crow: I think they cover the same route.

Mr. Watts: We object to the introduction of the paper which has been marked "Complainant's Exhibit 7," as irrelevant.

Mr. Watts: In response to the request of Counsel of complainant to produce certain documents, I now produce the following, in the order named:

1st. The lease of the St. Louis Merchants' Bridge Company to the St. Louis Merchants' Bridge Terminal Railroad Company; the date in the notice being July, ..., 1889; the actual date is February 1, 1889.

2nd. The lease of the St. Louis Merchants' Bridge Company to the Madison, Illinois & St. Louis Railroad Company; the date in the notice being ...., 1890; the actual date is August 1, 1893.

3rd. The contract between the Atlantic & Pacific Rail-

road Company and the Terre Haute & Indianapolis Railroad Company, and others; the date in the notice is March ...., 1873; the paper is dated 1874, but no day or month given.

4th. The agreement between the Terminal Railroad of East St. Louis, and the Terminal Railroad of St. Louis, and the St. Louis Bridge Company, and the Tunnel Railroad of St. Louis, made on March 3, 1880.

5th. The agreement between the Union Railway & Transit Company of St. Louis, and the Union Railway & Transit Company of Illinois, and the St. Louis Bridge Company, and the Tunnel Railroad Company, made on January 1, 1879.

6th. Copy of lease and agreement between the St. Louis Bridge Company, and the Tunnel Railroad of St. Louis, and the Wabash, St. Louis & Pacific Railway Company, and the Missouri Pacific Railway Company, dated July 1, 1881.

7th. The agreement made October 1, 1889, between Mr. Jay Gould on the one part, and the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Wabash Railroad Company, the Ohio & Mississippi Railway Company, the St. Louis, Iron Mountain & Southern Railway Company, the Louisville & Nashville Railroad Campany, and the Missouri Pacific Railway Company, for the consolidation of the Union Railway & Transit Company and the Terminal Railroad Company of St. Louis, as the Terminal Railroad Association of St. Louis.

I furnish this in printed form, and attach to it two exhibits, also printed, referred to in the agreement but not called for by the notice.

8th. Assignment of the Bridge and Tunnel properties by the Missouri Pacific and Wabash Railroad Companies to the Terminal Railroad Association; the date in the notice being ...., 1889; the actual date is October 1, 1889.

Mr. Watts: Now with reference to the 9th, 10th and 11th paragraphs of the notice, General Crow has stated to me that he will give me a little more definite notice in respect to these, and when that notice is given the information will be furnished.

12th. Contract between the Terminal Railroad Association of St. Louis and the Wiggins' Ferry Company, dated the ..... day of ....., 1892.

We know of no such agreement, and on examination of the records find none.

13th. Tally-sheets of the Terminal Railroad Association for the years 1901, 1902, 1903, 1904, 1905 and 1906.

Those are being prepared now for General Crow.

14th. Guarantee between the Missouri, Kansas & Texas Railway Company and thirteen other railroad companies, and the Central Trust Company of New York, William Taussig, Trustee, and the Terminal Railroad Association of St. Louis.

I produce them in printed form.

That covers the fourteen documents called for.

The Commissioner: Before we proceed any further, there is one paper called for which Mr. Watts says he cannot find.

Mr. Watts: There is no such paper.

The Commissioner: Is it conceded that there is no such paper?

Mr. Crow: I cannot say anything about it. If he hasn't it, he can't produce it. If there is anything further about it, we will call your attention to it.

DIRECT EXAMINATION OF JULIUS PITZMAN, CONTINUED, BY MR. E. C. CROW.

Q. I will get you to state if you have made the map which was suggested by counsel at the last hearing? A. I have.

Q. What is that map? A. It is a map showing the railroads controlled by the Terminal Railroad Association of St. Louis, the St. Louis Merchants' Bridge Railroad Company, and the Wiggins Ferry Company; and I have shown on said map all railroads entering St. Louis and East St. Louis, and their connections with the above mentioned three companies; I have also shown the places of interchange of cars, and the depots for the receipt and delivery of freight and passengers.

Q. Does it show anything else besides the things you have mentioned? A. The map shows also the location of the main portion of the City of St. Louis, East St. Louis, Granite City, Madison, Venice, East Carondelet, and Carondelet.

Q. Does it show anything else? A. It shows the bridges crossing the Mississippi River near St. Louis; the so-called Eads Bridge, and the Merchants' Bridge, and also the places where the different ferries cross the river.

Q. Does it show all the ferries? A. Yes, sir; it shows all the ferries.

Q. Does it show any streets and alleys? A. It shows streets, but it is not a complete map of all the streets. It shows the streets in the vicinity of the railroad tracks.

Q. Are any depots shown? A. The map shows the Union Station and Relay Depot; and other depots are indicated by numbers and letters. The map is on too small a scale to show those connections and depots.

Q. You have marked on the map where they are? A. Yes, sir; practically where they are.

I think I had better state this: There is nothing on the ground to show where the different companies, of which this St. Louis Terminal Association is composed, begin and end. But these different roads, as marked in different colors on the map, I obtained from information received from the chief engineer of the St. Louis Terminal

Railroad Association. It is entirely taken from the records in said office.

Q. Will you state whether or not you have examined the records and files sufficiently to be able to say whether or not this map is accurate, as a description of the properties as they exist to-day? A. The map is accurate, but I cannot tell how far the right of way, for instance, of any of these associations which form a part of the St. Louis Terminal Railroad Association extends, and what right of way they own, or from what square to what square. But as this is taken from the records of the St. Louis Terminal Railroad Association, and from information received from the engineer, I am satisfied it is correct. From my general knowledge, I may say that little discrepancies may turn up, but I think, as a matter of fact, it is substantially correct.

Q. Are you able to state whether or not the physical locations of the tracks, depots, bridges and ferries are correct? A. Yes, sir; those are correct.

Q. Are you sufficiently acquainted with the details of that map to take it and describe the various properties that are located thereon? A. Yes, sir; but the map explains itself.

Q. Yes, but we cannot get that into the record. Please take the exhibits you have, and any other memoranda, and the map, and identify these properties, as we started the record the other day, with Exhibit No. 1. A. All the railroads leading to St. Louis and East St. Louis are marked by double blue lines, with dashes between them.

Q. That is, all the main lines of railroads? A. Yes, sir; to both St. Louis and East St. Louis.

The lines operated by the Terminal Railroad Association of St. Louis are represented as follows:

The Terminal Railroad Association of St. Louis, chartered July 30, 1889, is designated on the map by double lines with purple dashes between; it is in the City of St.

Louis, and extends from 21st Street to Grand Avenue, and from about Ninth Street to Eighteenth Street. Another branch starts at the Union Railway & Transit Company, near Eleventh Street, and runs southwestwardly to Ninth and Cerre Streets, connecting there with the Merchants' Bridge Terminal Railway Association.

The Terminal Railroad of St. Louis, chartered February 25, 1880, is shown on this map by double lines, colored brown between, extending from Twenty-first to Eighteenth Street, and connects the tracks of the Union Railway & Transit Company and Terminal Railroad Association of St. Louis. Total length two and one-quarter miles.

The Union Railway & Transit Company of St. Louis was chartered April 13, 1874; it is colored yellow on the map; it extends from the eastern end of the Terminal Railroad of St. Louis at Eighteenth Street, eastwardly to the junction with the Terminal Railroad of St. Louis, at Ninth and Poplar Streets. Its length is about five-eighths of a mile.

The Tunnel Railroad Company of St. Louis, chartered December 18, 1878, is shown on this map by solid green lines, beginning at Ninth and Poplar Streets, and entering a tunnel at Eighth and Spruce Streets, passing under Eighth Street to Washington Avenue, and east along Washington Avenue to the west entrance of the Eads Bridge, near Third Street; being about one mile long.

The St. Louis Bridge Company, chartered December 18, 1878, is represented on the above map by a heavy red line, and extends from Third Street in the City of St. Louis, across the Mississippi River to the Cahokia Creek in East St. Louis, connecting now with the Union Railway & Transit Company of Illinois; it is about one and one-eighth miles in length.

The Union Railway & Transit Company of Illinois, chartered April 14, 1874, is designated on the map by heavy

green lines, with dashes; it connects with the St. Louis Bridge at the Cahokia Creek, and extends to the present junction with the Terminal Railroad at East St. Louis (passing the Relay Depot in East St. Louis), near the point of intersection with the Cleveland, Cincinnati, Chicago & St. Louis Railroad; it is about seven-eighths of a mile in length.

The Terminal Railroad of East St. Louis, chartered April 19, 1873, is designated on the map by double lines with yellow and green dashes, the physical construction being in the form of a letter Y, and connecting at present with the tracks of the East St. Louis & Carondelet Railway, and the Cleveland, Cincinnati, Chicago & St. Louis Railroad, and also connecting with the Union Railway & Transit Company, near the Relay Depot in East St. Louis; it is about three-fourths of a mile in length.

The East St. Louis Belt Railroad Company, chartered June 15, 1898, is represented on this map by double lines with yellow dots and dashes, and begins near St. Clair Avenue, at the stem of the Y of the Terminal Railroad of East St. Louis, thence runs northwestwardly to the northern line of the St. Louis Stock Yards, and crosses the Stock Yards track near point "28," also the Troy & Eastern Railroad; thence running northwardly to a point marked "35" (the South Venice Junction), and connects there with the Madison, Illinois & St. Louis Railroad, the St. Louis, Troy & Eastern Railroad, the Chicago, Peoria & St. Louis Railroad, and the crossing of the Toledo, St. Louis & Southwestern Railroad.

Another branch of the East St. Louis Belt Railroad extends from a point on the Madison & East St. Louis Railroad northwardly of the point marked "35" on the map, and runs southwestwardly to the point marked "36" on the map (being a point on The Wabash Railroad in the northern line of the town of Brooklyn).

Another portion of the East St. Louis Belt Railroad starts near point "35" and runs southeastwardly to the point designated "29" on the map (which is the North Stock Yards connection at the St. Louis National Stock Yards). The total length is about three and five-eighths miles.

The Illinois Transfer Railroad Company was chartered October 27, 1899, and is indicated on the map by a broad purple line. It starts at a point in the East St. Louis Belt Railroad, about 1200 feet southeast of the point marked "35" (South Venice Junction), thence running southeastwardly, crossing the St. Louis, Vandalia & Terre Haute Railroad, and the Baltimore, Ohio & Southwestern Railroad, near the point marked "34" (a place called "The Willows"); thence running eastwardly and southwardly, crossing the Louisville & Nashville Railroad at the point marked "33" (the L. & N. Junction); thence southwardly to State Street in East St. Louis, at the point marked "32" (21st and State Streets); at which point it connects with the St. Louis & Belleville Electric Railroad (which is now used as a coal road); thence southwestwardly along 21st Street in East St. Louis, crossing the Southern Railroad at the point marked "31" (Southern Railroad crossing); thence southwestwardly to a connection with the Illinois Central Railroad at the point marked "30" (Valley Junction). Connecting also at the Illinois Central Railroad with the Valley Road, which belongs to and is generally known as the St. Louis, Iron Mountain & Southern Railroad in Illinois. Said Illinois Transfer Railroad Company also has a spur track connecting it with the Louisville & Nashville Railroad at the point marked "33" (L. & N. Junction). Total length is about five and three-fourths miles.

The East St. Louis & Carondelet Railway was chartered May 9, 1874, and is designated on the map by double lines with red dashes between. It starts at the St. Louis

National Stock Yards on St. Clair Avenue, in East St. Louis, and runs southwestwardly, passing near the Relay Depot, passing Cahokia Creek, the Baltimore, Ohio & Southwestern Railroad, the St. Louis, Vandalia & Terre Haute Railroad, the Louisville & Nashville Railroad, the Southern Railroad, the Chicago & St. Louis Railroad, the Mobile & Ohio Railroad, the East St. Louis Connecting Railway, and the Venice & Carondelet Railroad, leaving the city limits of East St. Louis near the point designated on the map as "No. 9" (dike connection of the Southern Railroad); thence continuing in a southwestwardly direction to the Mississippi River, near East Carondelet, at which point there are two inclines which are used to connect with car transfers, connecting with the St. Louis, Iron Mountain & Southern Railroad on the west side of the river. Its length is about eight and five-eighths miles.

Q. What ferries are those, do you know? A. I don't know by what company that ferry is operated.

A branch of the East St. Louis & Carondelet Railway departs from the main line, running through the village of Prairie du Pont, and terminates at the rock quarries at Falling Springs. It measures about two and five-eighths miles.

The St. Louis Merchants' Bridge Terminal Railway Company, chartered August 18, 1887, is shown by double lines with yellow dashes, and commences near the corner of Ninth and Cerre Streets, St. Louis, Mo., at a point where it connects with the tracks of the Terminal Railroad Association of St. Louis, running thence eastwardly between Cerre and Gratiot Streets, and across Plum Street, near Main Street, to the levee; thence along an elevated track along the levee, parallel with the river, passing beneath the approach to the Eads Bridge, to a point marked "I" (the public delivery track of the St. Louis Merchants' Bridge Terminal Railway in St. Louis on Main and Carr Streets).

Thence the track runs northwestwardly along First Street to Clinton Street, nearly parallel with the river; thence northwardly to North Market Street and Hall Street, crossing the St. Louis Transfer track near said point; thence northwestwardly along Hall Street to the point marked "R" on the map (Angelica Street), connecting at that point with the south approach of the west end of the St. Louis Merchants' Bridge; thence running northwestwardly to Broadway and Bircher Road, near Bellefontaine Cemetery. Being in all about 30,000 feet, or about five and one-half miles.

Said St. Louis Merchants' Bridge Terminal Railway Company connects with the northwestern approach of the Merchants' Bridge, near point "40" on the map (near Grand Avenue), and also connects with the Wabash Railroad at the point marked "S" on the map (Grand and McKissock Avenues). It also has a branch starting near point "Q," and running northeastwardly to connect with the Chicago, Burlington & Quincy Railroad. And another branch starting at North Market and Hall Streets, thence running southwestwardly to Clinton and Second Streets; thence southeastwardly along Second Street and along Collins Street, to Biddle Street. The northern terminus, near point "41," connects with the St. Louis Terminal Railway Company, the property of the Terminal Railroad Association of St. Louis, extending into St. Louis County. The total length is about seven and one-quarter miles.

The St. Louis Merchants' Bridge Company, chartered May 11, 1886, is represented on the map by double lines marked with green dashes and dots. It has two approaches on the west: one starting at the point designated "R" (Hall and Angelica Streets), which is the connection with the St. Louis Merchants' Bridge Terminal Railway; the other being near point "40" (near Grand Avenue), and connecting also with the St. Louis Merchants' Bridge Terminal Rail-

way Company. These two approaches join the bridge proper at the foot of Ferry Street; from which point the bridge structure proper starts, extending as a railroad bridge only over the Mississippi River, to a point about three hundred feet east of the east bank of the Mississippi River; from said point the road runs eastwardly on an embankment, extending to the west end of a Y of the Madison, Illinois & St. Louis Railway, being a point near the limits between Madison and Venice. The length is about two miles.

The Madison, Illinois & St. Louis Railway Company, being successor by change of name to the Electric City & Illinois Railway, was chartered September 29, 1891, and is designated on the map by double lines with red and brown dashes, beginning at the east end of the St. Louis Merchants' Bridge track, thence running southeastwardly to point "35" (South Venice Junction), where it connects with the East St. Louis Belt Railroad, the property of the Terminal Railroad Association of St. Louis. The other branch, starting also at the east end of the St. Louis Merchants' Bridge track, running northwardly and northeastwardly, crossing the Wabash Railroad, the Cleveland, Cincinnati, Chicago & St. Louis Railroad, the Chicago & Alton Railroad, and the Chicago Peoria & St. Louis Railroad, which said crossing is near point "38" (being a point within the city limits of Granite City, Illinois).

Another branch of the same road starts at the point where the Madison, Illinois & St. Louis Railroad crosses Edwardsville Avenue, near the boundary line between Madison & Venice, Illinois; thence running eastwardly to point "37," where it connects with the Toledo, St. Louis & Western Railroad, and the Chicago, Peoria & St. Louis Railroad. Total length about four and a half miles.

At this point recess was taken until 2:30 p. m.

After recess the following proceedings were had.

A. (Continued) The Wiggins Ferry Company was chartered February 11, 1853. The route of the ferry boats across the river is shown by double lines with red and purple dashes. The northernmost line, marked "Wiggins Car Ferry," starts at the incline at the foot of Mound Street in the City of St. Louis and crosses over to an incline, and connects with the East St. Louis Connecting Railway, and with the Chicago, Peoria & St. Louis Railroad, at a point north of Winter Avenue in East St. Louis.

The next route, marked on the map "Wiggins Wagon Ferry," starts north of Carr Street in St. Louis, Mo., and lands north of Wiggins Avenue on the Illinois side.

Both of the above ferry routes are north of the Eads Bridge.

The third route is marked on the map "Wiggins Wagon Ferry," and starts from the levee in St. Louis, Mo., near Spruce Street, runs northeastwardy, and lands on the Illinois side at Bogy Avenue, below the Eads Bridge.

The fourth route is marked on the map "Wiggins Car Ferry," and starts on the levee at St. Louis, at Miller Street, and runs northeastwardly, connecting with an incline from the East St. Louis Connecting Railway, about twelve hundred feet south of Trendley Avenue in East St. Louis, and north of Cahokia Creek.

Those are all ferries of the Wiggins Ferry Company.

The East St. Louis Connecting Railway Company, chartered January 4, 1878, is shown on the map by double black lines marked with red and yellow dashes, and extends from a point near St. Clair Avenue in East St. Louis, and running southwardly, thence westwardly, and thence southwardly, to Trendley Avenue in East St. Louis, there having two branches; one branch running in a southeasterly direction, connecting with the Illinois Central Railroad at Cahokia Creek; the other branch running southwardly to a point near the mouth of Cahokia Creek; another branch

extending eastwardly across the East St. Louis & Carondelet Railway, and across the Illinois Central Railroad, thence northwardly to the intersection with the Venice & Carondelet Railroad. Another branch begins at a point near Winter Avenue, in East St. Louis, thence runs northwardly and northwestwardly, following the general course of the high bank of the Mississippi River, to the intersection with the Stock Yards switch track, just west of the point marked "36" (being near the corporate limits of the town of Brooklyn, Ill.)

A track commencing at a point where the above described line crosses the Venice & Carondelet Railroad (near point "22") runs northwardly across St. Clair Avenue, the Stock Yards switch, the Venice & Carondelet Railroad, the East St. Louis Belt Road, to a point about 1500 feet northeast of point marked "No. 35," and is used jointly by the East St. Louis Connecting Railway and the St. Louis, Troy & Eastern Railroad. The length of the East St. Louis Connecting Railway is about five and one-half miles. The length of the track used jointly with the St. Louis, Troy and Eastern Railroad is about one and five-eighths miles.

The St. Louis Transfer & Railway Company was chartered June 25, 1884, and is indicated on the map by double black lines with green and red dashes. It begins at the Wabash Railroad, north of Grand Avenue, in the City of St. Louis, and runs southeastwardly to Bremen Avenue and Hall Street; thence southwardly along Hall Street to North Market Street; thence southeastwardly to the levee; thence following the levee on the surface, to a point near Mullanphy Street; thence crossing the Chicago, Burlington & Quincy Railroad, to a point in Florida Avenue and Lewis Street; thence along Lewis Street, and crossing again the Chicago, Burlington & Quincy Railroad, to the levee; thence southwardly along the levee, passing beneath the

Eads Bridge to Louisa Street, thence southwestwardly connecting with the St. Louis, Iron Mountain & Southern Railroad at Arsenal Street, a distance of about 32,000 feet, or six miles, in all.

The Granite City & Madison Belt Line Railroad Company was chartered December 27, 1892, and is designated on the map by double black lines with red dashes and dots. It begins on 16th and Madison Streets, in Granite City, and runs westwardly along 16th Street to C Street; thence northwestwardly to Niedringhaus Avenue; thence northeastwardly, and parallel with the Wabash Railroad, to about Twentieth Street: Its length is about three-fourths of a mile.

The remainder of the line, designated by red dashes and dots, simply represents the right of way owned by the Granite City Belt Railroad, which right of way surrounds Granite City. The Granite City & Madison Belt Line Railroad also has right of way connection, east of Granite City, with the Toledo, St. Louis & Western Railroad; and a right of way connection on the west side of the Wabash Railroad and the Chicago & Alton Railroad, to the Mississippi River, which line is designated on the map as a "right of way of the Granite City & Madison Belt Line Railroad."

The St. Louis Terminal Railway Company was chartered November 9, 1892, and is designated on the map by double lines with brown dashes. It begins at the station marked "41" (Bulwer & Carrie Avenues), at the intersection with the St. Louis Merchants' Bridge Terminal Railway, being designated "No. 41" on the map; thence runs northwestwardly along Bulwer Avenue; thence northeastwardly, crossing the Wabash Railroad, to the St. Louis Car Company's plant.

The main line of the St. Louis Terminal Railway commences at the same point, at Carrie Avenue and Bulwer Avenue, running thence northwestwardly to Broadway;

thence southwestwardly along a line nearly parallel with the Southeastern boundary line of Bellefontaine Cemetery, to Florissant Avenue; thence westwardly to a point of connection with the St. Louis Belt & Terminal Railroad near Easton Avenue, and extending from the point of connection with the St. Louis Belt & Terminal Railroad southwestwardly to a point on the Wabash Railroad, near Page Avenue, in St. Louis, Missouri. The total length is about six and three-fourths miles.

The route of the last described line is represented on the "Skeleton Railroad Map of St. Louis & Vicinity," entered in reduced scale on the northernmost portion of the large map.

The St. Louis Belt & Terminal Railway Company, chartered March 14, 1902, is designated by double black lines with brown and green dashes, on the skeleton map before mentioned. It begins at a point where it connects with the western terminus of the St. Louis Terminal Railway Company, near Easton Avenue, east of the Wabash Railroad, in the County of St. Louis; thence running in a westwardly direction, crossing the Wabash Railroad about one thousand feet north of Page Avenue; thence westwardly about three and one-fourth miles; thence southeastwardly about two and a half miles, to a point where it connects with the Rock Island Railroad just west of Clayton in St. Louis County. The total length is about five and three-fourths miles.

It also has a right of way, partly graded, extending from the last mentioned point in a southeastwardly direction about three and a half miles, to a connection with the St. Louis and San Francisco Railroad and the Missouri Pacific Railroad. It also has a right of way, partly graded, extending from a curve in the railroad about three and one quarter miles west of the Wabash Railroad, and running northeastwardly about four miles; thence eastwardly about

five miles, through St. Louis County, connecting with the St. Louis, Keokuk & Northwestern Railroad. Its right of way crosses the Wabash Railroad east of Ferguson Station.

DAVID R. FRANCIS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant testified as follows, to-wit:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Please state your name? A. David R. Francis.

Q. Do you remember when the agitation was first begun for the erection of the Merchants' Bridge? A. Very well.

Q. About what year was that, Governor? A. I think it began in 1884. I was partially responsible for it, if not directly so.

Q. Were you then Mayor of the City of St. Louis? A. I was at that time the President of the Merchants' Exchange.

Q. What was the cause of that agitation? A. The reason was the increased facilities for railroads entering St. Louis.

Q. What effect on the commerce of the city had the existing facilities at that time? A. Well, I thought they were inadequate, and that additional facilities should be provided. I thought additional terminal facilities would encourage the building of new railroads into the town.

Q. Was there any complaint at that time of the charges for transfer across the river? A. Well, I don't remember there was any more then than there had been previously and subsequently and has been all the time.

Q. Well, was there any complaint at that time? A. There was, yes, complaint in this way: that the feeling was that it should be made as inexpensive as possible for all railroads to come into the city, and that the transfer across the river should be made as low as possible.

Q. And the ground assumed by you and the other gentlemen was, that the expense at that time was too great and ought to be reduced? A. Well, that is what we thought, yes. Expenses were too great, and they should be reduced.

Q. Governor, who were associated with you in attempting to build this bridge, at the outset? A. If you will permit me, I would like to give you a little history of the thing at the inception of the enterprise.

Q. I shall be glad to have you do so. A. The matter was first agitated, if I remember aright, in the Transportation Committee of the Merchants' Exchange. I was President of the Exchange at the time. The next year I was made the chairman of the Transportation Committee of the Exchange, my term as President having expired. I continued to advocate the construction of another bridge across the river at St. Louis. I went to Washington with, I think, C. C. Rainwater and E. O. Stanard, and procured from Congress a franchise to bridge the Mississippi river at this point.

Q. Did you meet with any opposition in securing this franchise? A. No opposition that I recall, except there was one member of Congress from Chicago who opposed it. He was the only one. That man I knew personally, and know to-day. He was William E. Mason, who was afterwards United States Senator, and served six years in that position. At the time, however, that we applied for this franchise, Mason was a member of the House. There was no local opposition, that I was aware of; if so, it did not show itself.

The franchise was granted, and the Committee returned to St. Louis, made its report to the Merchants' Exchange, and said to the Merchants' Exchange, This franchise has been granted by the Federal Government; it belongs to you; we don't wish it; we have no interest in it; you take it and build the bridge.

Q. To whom was the grant made? It was made to a corporation, wasn't it? A. I think it was made to a corporation. There may have been other men who went along with Stanard, Rainwater and myself, but I do not recall them. Mr. Cobb was very active in the matter, but I think he was a member of Congress at the time.

Mr. Lehmann. Q. Seth W. Cobb, you mean?

A. Yes, Seth W. Cobb. I am not sure whether he was a member at that time, or was elected later.

The Merchants' Exchange replied that it had no means to build a bridge; that its charter did not authorize it to construct or operate a bridge; and that it was incumbent upon us to organize a company to build the bridge.

Mr. Crow: Q. What year was that, Governor? A. 1885, or 1886, I forget which.

In the meantime, I became Mayor of St. Louis in 1885. We organized a company. I think the company was chartered in Illinois, although it may have been chartered in Missouri. We applied to the Municipal Assembly of the City of St. Louis for a franchise to operate a railroad, a terminal road, on the streets of the city. I have forgotten whether I was one of the grantees in that franchise, but my advocacy of it was open and well known, and was very active.

Q. The franchise was granted to a company or a corporation? A. The franchise was granted to a company. We then proceeded to secure the money to build the bridge. We asked the public to subscribe to the company. I don't remember how many subscribers there were, but I am quite sure that every one who desired to become a subscriber was given the privilege. We proceeded with the work. After having expended all of the monies subscribed by the local people, and paid in, we found ourselves out of funds—

Q. Now, what kind of a bridge was it you started to

build? A. Just the bridge that is there now, a railroad bridge.

Q. A railroad bridge? A. Yes, sir. We never started to build any other kind of a bridge that I recall. There may have been some talk about another bridge, but there were never any plans drawn for another bridge, and certainly no specifications made for it. There may have been tentative plans drawn and submitted for another bridge.

Mr. Priest: Q. The bridge you refer to is what is now commonly known as the Merchants' Bridge?

A. Yes, sir, the Merchants' Bridge. When that money was exhausted, I was advised—I was in the Board of Directors, and I think on the Executive Committee during this time—

Mr. Crow: Q. Of the bridge corporation? A. Yes, sir, of the bridge corporation.

Q. That is the St. Louis Merchants' Bridge Company? A. Yes, sir, the Merchants' Bridge Company. I did not remain in that corporation very long, because when the Merchants' Bridge Terminal Railroad Company was organized it leased the Merchants' Bridge, and I, being a director in the Merchants' Bridge Terminal Railroad Company, ceased to be a director in the Merchant's Bridge Company. But long before the bridge was completed we were out of money, and I went East with Major Rainwater to endeavor to secure money. We were unable to do so. Returning to St. Louis, we called our stockholders, our subscribers, together; and said they must put up additional money for the enterprise, or else it would stop. I have forgotten the amount of that loan, but I think it was $800,000. The old subscribers, mainly, put that up.

That money was very soon exhausted, and I was called upon to go to New York again. I went, and failed again to get money. Upon that occasion, or the previous one, I cannot recall which, we borrowed a large amount of money

from the National Bank of Commerce in this city. The loan was secured by bonds on the bridge and on the Terminal Railway.

A third time we were called upon to raise money, because we didn't have sufficient to complete the bridge, and the approaches, to make them operative. I think I then myself suggested a collateral trust—about the first one I had ever heard of. We put all the securities we could in trust to the St. Louis Trust Company, and it issued notes, which our people took, and which we sold to the banks and to anybody else who would take them.

In the mean time, I had been elected Governor. I went to Jefferson City to live in January, 1889. The bridge proper was completed and dedicated sometime in 1890.

Q. It was opened in June, 1890? A. Yes, June, 1890. I remember coming from Jefferson City to participate in the opening of the bridge. Governor Fifer was Governor of Illinois, and I was Governor of Missouri. That was in 1890.

The bridge continued to operate as best it could until the panic of 1893.

Q. In the meantime, you had built some railroad tracks? A. Oh yes, we had built a good many railroad tracks in the meantime, and we had built the trestle on the levee, too.

Q. That is what is called the elevated? A. Yes, sir, that is what is called the elevated, on the levee.

Q. Just describe what tracks you had built? A. I cannot recall those. I haven't any idea of it. In fact, I was living in Jefferson City, and was not cognizant of the physical condition of the property, and not familiar with the construction work as it proceeded.

Q. Who was in charge of that, Mr. Rainwater? A. Yes, Major Rainwater was in charge of that.

Q. The elevated, constructed along the levee, had been built in 1893? A. I don't know whether it had been com-

pleted in 1893 or not. I don't remember. It had certainly been begun.

Mr. Priest: I think it is a fact it had not been completed.

A. It did not connect with the Union Station; I know that; but whether the track itself had been completed, I don't know.

Mr. Crow: Q. At that time, in 1893, the tracks of the Merchants' Bridge Terminal Railroad connected with the tracks of the Terminal Railroad Association of St. Louis, didn't they? A. I think not.

Q. You think not? A. Yes, sir, I think not. I think they refused to connect with us, is my recollection; although, as I say, I was living in Jefferson City, and not acquainted with the road, and wholly unacquainted with its physical condition. My recollection is that it did not connect with the tracks of the Terminal Railroad Association.

Q. Were the trains running over the Merchants' Bridge running into the Union Station at that time? A. When we sold the property?

Q. In 1893? A. Oh, no, indeed not.

Q. Was there any provision, Governor, in the Act of Congress authorizing the charter, that prohibited the consolidation of the Merchants' Bridge with the Eads or any other bridge over the Mississippi River? A. I think there was. I have been intending, since I was subpoenaed here, to look that up, but I did not know that I was to be examined to-day. It is my recollection there was some such provision in the original grant by Congress.

Q. Yes, there was a specific provision.

Mr. Priest: That will speak for itself.

Mr. Crow: I am asking about the facts. I am not offering the Act.

Q. (Counsel here reads from Act). Do you know your reason for having that inserted in the charter? A. Why,

the reason was to prevent the bridge from being purchased by the same people who owned the other bridge.

Q. And thus prevent another monopoly of the ingress and egress across the river? A. The object was to prevent the purchase of the property by the same people who owned the other bridge.

Q. What was the reason for not wanting the people who owned the Eads Bridge to obtain control of it? A. The object of the people who built this bridge was to maintain it as an independent structure across the river.

Q. Competitively with the other bridge? A. I don't know what you mean by "competitively." It was to provide independent transportation facilities across the river at this point. Competition was what we merchants desired all the time, of course. We would like to have these transfers made, if possible, without any cost at all.

Q. And that was the real reason back of the insertion of that clause? Do you know at what time that Act of Congress was amended so as to permit the acquisition of stock in the Merchants' Bridge Company by any other stockholder or corporation owning stock in the Eads Bridge? A. I do not. I did not know for a long time after it was done that it had been done.

Q. When did you first acquire that knowledge? A. I don't know when I first acquired that knowledge. I have been trying to recall it lately, in thinking the matter over. Major Rainwater is dead, and has been for five years—I don't remember exactly how long he has been dead, but four years at least; and I haven't talked with anybody about it.

Q. Do you know from whom you acquired that information? A. No, sir, I cannot recall, unless it was from him.

Q. That was an important fact in connection with that bridge property, wasn't it? A. Well, I suppose it was. I don't know.

Q. You were actively connected with the property up

to 1890, weren't you? A. No, sir, not after 1889. I went to Jefferson City to live in 1889, and from that time on I did not have any connection with the property except to be called in when any money was wanted.

Q. In that way, you were actively in touch with the property until the bridge was opened? A. I was actively connected with its financial needs.

Q. You were actively in touch with the property, weren't you? A. You will have to define what that means yourself.

Q. You have just stated yourself, Governor. I mean in the way of financing it. A. Yes, exactly. But men who furnish the money for those enterprises very often do not have anything to do with their operation. They are simply called upon to provide the money. They may familiarize themselves, if they desire or require, with the operation of the property; but I was Governor of the State, and I didn't have time to look after the operation of this bridge and terminal, and I was only called upon when money was short.

Q. Did you learn, when you did ascertain the fact, that it had been amended so as to permit its acquisition by them that the amendment had been made before the Merchants' Bridge was completed? A. No, sir; I didn't know when it was made. I was told it had been made, but I don't recall it.

Q. Do you now know it to be a fact that the charter was amended so as to eliminate the clause prohibiting the acquisition of it by the owners of another bridge, prior to the time the Merchants' Bridge itself was completed? A. No sir, I don't know that, but I take it for granted it must have been done prior to that time. I only know that it has been amended, by hearsay. I have never looked at the amendment, and have never looked at it since.

Q. Why do you say you take it for granted that it was

made before the completion of the Merchants' Bridge? A. I didn't say that. I thought you said before it was purchased by other parties.

Q. No; I said before the Merchants' Bridge was completed. A. I say that, because it was amended before these owners disposed of the property, and they disposed of the property before all of the approaches to the bridge had been completed.

Q. Had not the bridge been used prior to its sale? A. Oh, yes, the bridge had been used.

Q. When you speak of the approaches not all being completed, the Merchants' Bridge has on its west side an approach running northwest and another southwest, toward the city? A. Yes sir; but I think that northwest approach was built after the bridge was sold.

Q. And that was built, really, to permit connection with the St. Louis Terminal Railway, which was a line projected out into the county? A. That connection was not made, according to my recollection, before the property was sold. Of course, that was the object in building that approach.

Q. That is what I say. A. That was one object in building it. The bridge, in order to be operative, wanted to have approaches from all directions, on both sides of the river.

Q. Certainly, so as to make it as accessible as possible, from every direction? A. Yes, certainly.

Q. Were you a stockholder in the Merchants' Bridge at the time of the panic of 1893? A. Not the Merchants' Bridge. I think all the stock of the Merchants' Bridge was owned by the Merchants' Terminal Railway.

Q. And it was owned by the Merchants' Terminal Railway from the time prior to the commencement of the Merchants' Bridge, wasn't it? In other words, the Merchants' Terminal Railway Company organized the St. Louis Mer-

chants' Bridge Company, and always held the capital stock? A. No, sir, the Merchants' Bridge Company was organized before the Merchants' Bridge Terminal Railway Company. But before any stock of the Merchants' Bridge Company was issued the Merchants' Bridge Terminal Railway Company was organized, and I think acquired all the stock of the Merchants' Bridge Company.

Q. Were you a stockholder in the St. Louis Merchants' Bridge Terminal Railway Company before the panic of 1893? A. I was.

Q. How much stock did you hold, if you recollect, in a general way? A. No sir, I do not recall. I think I held between fifteen hundred and two thousand shares. $100 a share was the face value.

Q. It was full paid, wasn't it? A. Yes, full paid.

Q. So far as you were concerned? A. Yes, sir, full paid. There was no liability on it.

Q. Governor, the St. Louis Merchants' Bridge Company, you said awhile ago, you were not a Director in that for a very long time? A. I said that was my recollection. Of course, if you want me to answer definitely, you will have to give me time to look over the records.

Q. But you were a director in the St. Louis Merchants' Bridge Terminal Railway Company? A. I was.

Q. And when did you retire from that directorship? A. That is a question we have never settled.

Q. What do you mean by that? A. I thought I retired from that directorate in 1893.

Q. At the time of the sale of the stock? A. Very soon after the sale of the stock. In looking over some records lately, I found I did not retire then but continued, although as a nominal director, for quite awhile. I held stock in it, and hold stock in it now. I never had any dividends out of it, though.

Q. In 1893, at the time the panic came on, the St. Louis

Merchants' Bridge Terminal Railway Company owned the St. Louis Merchants' Bridge?

A. Yes sir, it owned the stock in the bridge. The bonds were outstanding, though, and we could not pay the interest on them.

Q. It owned the Merchants' Bridge legally, didn't it? A. It owned the stock in the Merchants' Bridge Company.

Q. That was all that represented the bridge, except the mortgage on it, and that was made by the bridge company? A. Yes, sir.

Q. And you were a director then in the St. Louis Merchants' Bridge Company? A. I was.

Q. And had been a director since its organization? A. I think so, but I am not positive. I may have remained awhile in the Merchants' Bridge Company before entering the Merchants' Bridge Terminal Railway Company.

Q. But very soon after you became a director? A. Yes, sir.

Q. Then the St. Louis Merchants' Bridge Terminal Railway Company, being the owner of all the stock of the Merchants' Bridge Company, was, of course, interested from 1887, when you began the bridge, on up to the time you retired; and you, naturally, would have been interested in that amendment of the Act of Congress, which enabled the bridge to be taken out of its control and placed in the hands of the other bridge company? A. I suppose I am interested in all legislation that affected the property.

Q. Was that question never up at a directors' meeting of the Merchants' Bridge Terminal Railway Company? A. Not at any meeting I ever attended—I do not say it wasn't up; but the amendment had been passed a long time before I knew of it.

Q. Do you know who were members with you on the Board of Directors of the Merchants' Bridge Terminal Railway Company? A. I cannot recall them all. I re-

member very distinctly some of them. Do you wish me to give their names?

Q. Yes. A. C. C. Rainwater was President. Charles D. McLure was a member.

Q. Where is he now? A. He is in St. Louis here, somewhere, I think—but I do not know. John T. Davis was a member.

Q. Where is he? A. He is dead. L. M. Rumsey was a member.

Q. He is dead, too, isn't he? A. Yes. A. B. Ewing was a member of either the Railway Company or the Bridge Company, I cannot recall which.

Q. Is he still living? A. Yes, he is living. John D. Perry was a member.

Q. He was your father-in-law? A. Yes, he was my father-in-law.

Q. He is dead, too? A. Yes sir, ten or eleven years. He died in 1895. John Whittaker was a member.

Q. Is he living? A. He is living.

Q. Where does he live, in St. Louis? A. I haven't seen him for two or three years; I don't know where he lives.

Mr. Nagel: He lives somewhere in the State of New York.

A. Somewhere in New York, the Genesee Valley, I think. William H. Thompson was a member.

Q. The late President of the Bank of Commerce? A. Yes, sir.

Q. He is dead? A. Yes, sir, he is dead. I could give you those very easily, if I had known you wished them. I guess you could find them in the records.

Q. It is pretty hard to go back so far. A. Yes, and so many people have died in the meantime. You see that company was organized in 1885, I think, twenty-one years ago. I was Mayor of the town then, and I can hardly realize that.

Q. Did you discover this amendment that had been made to the Act of Congress, during your term as Governor, or afterwards? A. Afterwards.

Q. Do you recall any of the circumstances under which you made that discovery, or the reasons that led up to it? A. Yes, sir, I can, I think: In 1893, in the midst of the panic, Major Rainwater sent for me, and said, "We cannot pay our interest on the bonds; what are we to do?" I said, "We cannot borrow any money to pay that interest, of that I am quite sure"—If you had been in business here, General, at that time, you would remember very well that you couldn't borrow money for anything. I said, "I will make the effort." So I went to three or four banks to borrow money to pay that interest with, and I couldn't get the money. Major Rainwater had made the effort himself before. I then said to him, "I will call upon the bond-holders, so far as I am acquainted with them, and ask them to sign an agreement to hold up their coupons;" their August coupons and their October coupons for 1893. The interest on the Bridge bonds was payable in August, if I remember aright; and the interest on the Merchants' Bridge Terminal Railway Company bonds was payable in October. They were payable semi-annually, you know, February and August, and April and October. We agreed that that was the thing to be done, if it could be done. I drew up such an agreement, signed it myself, and procured the signatures of most of the large bond-holders.

I remember going into a bank at that time and asking a bank cashier if he knew where any of those bonds were. He said, "I don't know; why do you want to know?" I said, "We cannot pay the interest on them, and I want to ask the holders to sign an agreement to hold up their coupons." I had not been out of that bank forty-eight hours before a broker came to me and insisted upon my buying some Bridge bonds at 75, and some Terminal bonds at 60, and

I found that they belonged to that bank cashier, who had taken advantage of my confidential inquiry of him to force me to buy the bonds. There were only ten of them altogether. I remember that distinctly, because when those bonds advanced to above par that same bank cashier came to me and said he thought I ought to give him those bonds back at the price I bought them at. I said, "You don't mean that?" He said, "I do." I said, "I won't do it." He is not a bank cashier now, and was not a year after that time. That hasn't anything to do with this story; except that it recalls the situation to me very vividly.

Q. That was in 1893? A. Yes, that was in 1893.

A few days after that Major Rainwater said to me, "I think we can sell that property, and if we do not sell it, it will go under the hammer,"—

Q. (Interrupting) Excuse me for interrupting, but were most of those bonds owned by St. Louis people? A. I don't know about "most of them"—Well I should say most of them were, yes. A great many of those bonds belonged to the company. They had not been sold, but they were deposited with the banks of the town to secure loans.

Q. They were up as collateral, but were really the property of the company? A. Yes, sir, and some of them were in the collateral trust held by the St. Louis Trust Company.

Q. Would you say most of them were in the collateral trust, or deposited as collateral for loans to the company? A. That is my recollection, but I would not say that positively, without looking into it. But I think we had more bonds deposited in the collateral trust, or as collateral, than with individuals.

Q. Then a comparatively small number of the Bridge bonds were owned by parties outside of the City of St. Louis? A. I would not say "comparatively small amount," but less than a majority.

Q. Less than a majority were owned outside? A. Yes, sir, outside St. Louis.

Q. Did you succeed in getting an agreement from these bond-holders to follow your suggestion and await the August and October coupons? A. I did, with all I could find. But the aggregate of the bonds, not by any means.

Q. What arrangement was made with those you did not find? A. There was not any arrangement made with those.

Q. Were they paid when the coupons became due? A. Yes, sir, they were paid. But I have forgotten whether they were paid by us, or paid by the parties to whom we sold them. I have forgotten when that sale was made, in 1893; if it was made before August 1st, possibly we got the money to pay the August coupons. It was certainly made before October 1st. It may have been that we borrowed money—I know we did have some money borrowed. I was individually an endorser on $75,000 or $100,000 of the Merchants' Bridge Terminal Railway paper.

The August interest on the coupons not held up must have been paid by us, and we probably borrowed the money on our individual endorsement, or on our assurance to the banks that we had sold the property, and the money would be obtained in a few days.

Q. Major Rainwater came to you in the summer of 1893, and stated you could sell the property? A. Yes, sir, that he thought we could sell the property.

Q. What did you say to him? A. I said "I don't want to sell the property, so far as I am concerned." Two years before that—four years before that—a proposition had been made to buy the property.

Q. That would be in 1889? A. Yes sir, in 1889.

Q. Who had made it? A. Well, that was always a question as to who made it.

Q. To whom was it made, your board of directors? A.

No sir, it was made to Major Rainwater individually, and Major Rainwater saw me about it, and I said that under no circumstances would we do it. I don't know who made the proposition—well, I do know who made the proposition too; the proposition was made by a man named George Morrison.

Q. Who was he? A. He was engineer of the bridge.

Q. Of your Merchants' Bridge? A. Yes sir, he was engineer of the bridge.

Q. He did not disclose whom he represented? A. Yes, sir, he said he represented Lee Higginson & Co. of Boston.

Q. Boston brokers? A. Brokers or bankers, very large financial men there. I never thought he represented Lee Higginson & Co. Well, yes, I thought he represented them, but I thought they were buying it for the Burlington Railroad.

Q. At that time the bridge was not completed? A. No sir, hardly begun. We were confident then we would have the money to build it ourselves.

Q. Had the Burlington Railroad reached St. Louis then from the north? A. Oh yes, the Burlington had reached St. Louis long before that. They had bought the Keokuk & Northwestern Railroad.

Q. Before 1889? A. Oh yes, long before 1889.

Q. Did you discover at that time, when Morrison made this offer, that the charter had been changed so as to permit its sale to a competitive bridge? A. Well, I don't think it had been changed then.

Q. It had not been changed? A. I think not.

Q. Do you know when it was changed? A. No, sir, I do not, indeed. I have been intending to look it up ever since I got this subpoena, but I have been very busy. Can you tell me?

Q. I have it here. I think it had been changed before the bridge was completed. A. Major Rainwater told me it

had been completed, when he told me about the sale in 1893.

Q. The charter was granted in 1887, and Section 11 thereof is as follows: (Counsel here reads) That is February 3, 1887. The amendment was made on September 1, 1888. And this was the amendment. (Counsel here reads.) A. I had not any idea it was made so early as that. I was out through the State campaigning for governor that year. It was the hottest summer I ever experienced in my life. I remember that very distinctly. Then that must have been required before we sold the bonds. I won't say that is a fact, but I can't remember why it should have been done at that date unless the people to whom we endeavored to sell the bonds required that.

Q. I believe you said that most of the people who bought the bonds were St. Louis people? A. Yes sir, that is so. But we never sold all of them.

Q. They wouldn't object to that being in there, if they wanted to protect themselves? A. Yes, sir, to restrict the purchase. In 1893, when Major Rainwater said to me he thought he could sell the property, I said that I would rather not do it. He said, "Where are we going to get the money?" He said, "I don't know where we will get it." He said, "We will go to foreclosure if we don't sell it." He said, "Furthermore, these banks where we have large loans are getting uneasy about this situation, and if this Bridge and Terminal Railway goes into the hands of a receiver, as it will, there will be a run on two or three banks in this town." The situation was very critical, indeed. I remember it as distinctly as if it were yesterday or last week. He said, "Regardless of our being able to carry this through eventually, a receivership at this time would be very disastrous to the business of this town, to its commercial interests." Banks were failing every day in Kansas City and in Chicago. We didn't have a bank fail here, but there was a great deal of uneasiness. I went to New York

myself, and spent a week there twice, to get money to prevent two financial institutions in this town from closing their doors; so I am somewhat familiar with the strain which was upon these financial institutions. Major Rainwater said, "These three or four financial institutions to which we owe this money, are very anxious, and the public are solicitous. We cannot afford a receivership, and we cannot afford to be caught on this interest."

Q. The public did not know they had a lot of their money invested in these bonds? A. Sure they did.

Q. Why did they know it? A. It was general talk around the town that three or four of the banks, with which three or four of us were connected, had advanced money.

Q. What banks were they? A. The Mississippi Valley Trust Company; the National Bank of Commerce, of which Rainwater was a director, had advanced money; the Laclede National Bank, of which I was a director and vice-president, had advanced money; in addition to that we had money from the St. Louis Trust Company. There were all sorts of rumors about the amount of money these banks had advanced to the Merchants' Bridge & Terminal Railway Company. And, just as is the case always, such rumors are magnified as they go from mouth to mouth. I would have been very much alarmed to have a receivership.

Q. As a matter of fact, the banks had not advanced enough to affect their solvency, had they? A. No, sir, not enough to affect their solvency, any one of them. But no bank has enough money to withstand a loss of confidence on the part of the public. And times have not changed in that respect to-day. If the public had lost confidence in the ability of the banks to pay, or believed that any bank had incurred a large loss, all the depositors would have wanted their money at once, and the result would have been a panic in St. Louis.

Q. Did the banks in St. Louis advertise the fact that

they had advanced this money, when they did it? A. You don't mean that as a serious question, General?

Q. I don't mean advertise it in the newspapers, but by announcing the fact: I mean it seriously in that way. A. Of course not. They had made every effort, as banks always do, to conceal their business. Their business is secret. There is no bank that I owe any money to to-day that is at liberty to tell anybody that I owe it money. But you can't keep those things secret, and whether they are true or not, such rumors are often circulated. But those rumors were true at that time as to the amount of monies owed to those banks by the Merchants Bridge, or the Merchants' Bridge Terminal Railway Company.

Q. Major Rainwater told you, did he, that he could sell that property, along in the summer of 1893? A. He said he thought he could sell it.

Q. And you told him you were opposed to it? A. Yes sir, I told him I would rather he did not sell it until I could confer with him, and confer with some of the other owners, and we had concluded to sell.

Q. At that time, you had retired from the governor's office? A. Yes, sir.

Q. You were then living in St. Louis, and in business here? A. Yes, sir.

Q. And connected closely with the financial world in the city here? A. Yes, sir.

Q. And had you discovered, independent of what Major Rainwater told you, that any difficulty with the bridge was liable to embarrass these banks? A. I don't know whether I want to answer that question or not. I don't know whether that is pertinent to this. I was at that time a director in two financial institutions in St. Louis, and of course, was very familiar with their business. Please read me that question.

Q. (The previous question was read to the witness).

Mr. Priest: A great many questions have been asked this witness, to which we might very properly have objected, because they are totally irrelevant to any issues in this case; but the purpose of this defense is not to withhold anything that the learned attorneys for the Government may think they are justified in bringing out from any witness in this case, because this defendant is now subject to censure and criticism, and we want all the light that the Government feels it can conscientiously introduce in the case. I think the objection of the witness to the question is well taken. He has already stated, of course, the financial conditions at that time; and has stated that large loans had been procured by this institution from the banks in St. Louis, and that money was not readily obtained.

The Witness: Go ahead, I have no objection to answering that question. Read it to me again.

Q. (The previous question read): "Had you discovered independent of what Major Rainwater told you, that any difficulty with the bridge was liable to embarrass these banks? A. I had.

Q. Then the opposition that you had to the sale of the bridge was not withdrawn by reason of the fact that Major Rainwater told you that a receivership for the bridge and the Terminal Company might embarrass the banks here? A. Not wholly, but in great part—yes. In great part it was. Let me explain a little, in connection with that: when I expressed my personal objection to the sale, when it was proposed by Major Rainwater, I stated at the same time that if a majority of the parties in interest desired to make the sale, I would not stand in the way.

Q. Was it disclosed to you at that time who would be the purchaser? A. I cannot say that it was.

Q. Didn't you inquire to ascertain who was going to purchase that bridge property? A. Oh, the nominal purchaser; oh yes, I knew who the nominal purchaser was.

Q. Who was that? A. Mr. E. R. Bacon.

Q. Who was he? A. At that time he was president of the Baltimore & Ohio Southwestern. I think his name is E. R. Bacon.

Q. Did you know at that time that he was the real purchaser? A. No, sir; I cannot say that I did. He told some one—I have forgotten whether I learned this from him directly or not—that he would have to go to London in order to make a final answer about some feature of the negotiation; and, consequently, my impression was that one of his principals, if not all of them, or the only one, was in London.

Q. Did you know any financial man in London who was connected with St. Louis railway interests at that time? A. No, sir—oh yes, I knew the house of J. S. Morgan & Co. in London, had interests in the terminals of St. Louis, owning the bonds, and had sold some of the bonds.

Q. When did you learn who the real purchaser was? A. I don't know that I know yet who the real purchaser was, unless it was Mr. Morgan, of the house of J. P. Morgan & Co.

Q. Do you remember a contract which was made in 1893 between the Merchants' Bridge Company and the Terminal Railroad Association of St. Louis? A. I remember there was such a contract made.

Q. Do you remember what was the occasion of the making of that contract? A. Well, I cannot say that I do remember what the occasion was. I should say the making of the contract was the result of the sale of the property.

Q. Yes, that is the point. A. Because the Terminal Railway Company—whatever it was called then—would never make any contract with us before the sale.

Q. The St. Louis Terminal Railroad Association, you learned through that contract, was the real purchaser of this St. Louis Merchants' Bridge Terminal Railway Company,

and thereby also became the purchaser of the St. Louis Merchants' Bridge? A. I cannot say I did. I supposed, however, that if it had not purchased it, it was in very close touch with the people who did.

Q. At the time when the sale was made? A. We left our securities, General—if you will permit me—at the St. Louis Trust Company. And we paid the money at the St. Louis Trust Company. I have forgotten whether I knew any more about the real purchaser than that, at the time.

Q. Who made the sale? The board of directors? A. The board of directors confirmed the sale—Oh, well, each stockholder did his share of selling, and each bondholder had a share.

Q. I understand. But the board of directors had to pass upon it before it got to the stockholders? A. They had to recommend it. I don't know that they had to, but they did recommend it.

Q. It was submitted to them before it got to the stockholders, wasn't it? A. I don't think there was any vote of the stockholders ever taken on it. There may have been, but I am not sure of that.

Q. Did the board of directors control a majority of the stock? A. I don't know whether they did or not. Not as individuals; not as individuals. There was a considerable amount of full paid stock in the treasury of the company. Now, whether the directors had a right to vote that, and did vote it, I do not recall. But there was never any difference, anyway. I don't remember that there was ever a dissenting vote on any proposition that was ever submitted to the stockholders.

Q. Didn't the terms of that contract of the 17th of August, 1893, provide that whereas the Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, each owned and operated railroads

in the city of St. Louis; and that whereas the Terminal Railroad Association desired to aid the Merchants' Company, in the completion and construction of its railroad, and the payment of its liabilities incurred in said construction, it is therefore agreed between said companies that the Merchants' Company agree to grant to said Terminal Association the right to the perpetual use of all tracks, sidetracks, switches, turn-outs, turn-tables, yards, depots, and all other terminal facilities then owned or that might thereafter be owned, possessed, controlled or acquired by said Merchants' Company in the City of St. Louis; and that the said Terminal Association accepted the said grant of right of perpetual use of said terminal facilities; and in payment and compensation therefor guaranteed the payment of all liabilities of said Merchants' Company, and further agreed to endorse, on or before September 1, 1893, its guarantee of payment of $3,500,000 of five per cent first mortgage bonds, of said Merchants' Company; and in consideration of the agreements hereinbefore set out said Terminal Association subscribed for 4384 shares of the capital stock of said Merchants' Company? A. Yes, sir.

Q. Then, at that time you must have known that the Terminal Association was buying the capital stock of the St. Louis Merchants' Bridge Terminal Railway Company? A. If it so states in that contract, I must have—yes. But you asked me if I knew who was making the purchase at the time. If you will ask me whether I did not believe that the same interest that was buying the Merchants' Company's securities controlled the St. Louis Terminal Association, I will say I did believe it.

Q. I am speaking of the corporation. A. Did the corporation, as a corporation? I don't know except what I know to-day. I probably read that contract at the time.

Q. Well, that is a matter of record. A. I wish to say that I did not read all the contracts, by any manner of

means, and did not read all that I signed, and for this reason; I had a lawyer at that time, who had been my lawyer for twenty-five years, and in whom I had perfect confidence, and when he told me to put my signature to a contract, I did it. He is dead, too. That was John H. Overall.

Q. As a director in this company, you were representing other people besides yourself? A. That is true, but as a director I did not sign. The president signs, you know.

Q. However it be, you now know, don't you, that the Terminal Railroad Association of St. Louis, in 1893, did acquire a portion of the capital stock of the St. Louis Merchants' Bridge Company? A. Yes, sir; and I must have known it then, since you have read it to me; but if you had asked me before I would say, I didn't believe it; I certainly did not recall it. I have signed a good many contracts since 1893.

Q. I suppose so. When did you acquire the knowledge, if you ever did acquire it, that a majority of the capital stock of the Merchants' Bridge Terminal Railway Company had been transferred to the Terminal Railroad Association of St. Louis? A. I don't know it now.

Q. You don't know it now? A. No, sir.

Q. Then you say you never have had that knowledge? A. I say I don't know. I don't know in whose name, or who controls a majority of the stock of the Merchants' Bridge Terminal Railway Company. I don't know it today. But, as I said before, I believed then, and I believe now, that the same interests that control the Terminal Railroad Association of St. Louis controlled a majority of the other.

Q. You haven't told us yet how in this transaction of 1893 Major Rainwater came to tell you that the Bridge could be sold to this Bridge Company, or the Terminal Railroad Association of St. Louis? A. I didn't say he said that

the bridge could be sold to the Terminal Association, or the Eads Bridge. He told me that the property could be sold.

Q. It could be sold under the original grant, couldn't it? A. It could have been sold at any time, if we could find a purchaser. When he said to me in 1893 it could be sold, he meant he thought he could find a purchaser. You are speaking of ability to sell in two senses. The franchise as originally granted did not prohibit the sale of the property.

Q. Certainly not. It only prohibited the sale to certain named persons? A. Certainly.

Q. To-wit, stockholders of a competitive bridge? A. Yes, sir.

Q. I asked you when you first learned that the Act had been amended so as to permit the sale of it to the stockholders of a competitive bridge, or any other bridge? A. I told you I didn't know. I didn't have any idea, until I read it here, it was in 1888.

Q. I understood you differently. I understood you to say in 1893, when Major Rainwater approached you about the sale of the property? A. He told me then, but I don't say he did not tell me before.

Q. Did he tell you in 1893 that that charter had been amended? A. He certainly told me then. I wouldn't say he didn't tell me before. I say, however, and I desire to repeat it, that it had been amended a long time before I knew it, but how long before I don't know.

Q. It had been amended in 1888; what was the occasion, then, of his telling you that the charter had been amended? A. I don't remember what the occasion was, unless it was a natural statement to make, in connection with our talk about the sale of the property.

Q. But if it was not going to be sold to another bridge, or to stockholders of another bridge company, it was immaterial whether the charter had been amended or not, be-

cause it could be sold under the original grant. A. That is true, if we could find a purchaser; but I knew sufficient of the situation in 1893 to know—

Q. (Interrupting) That nobody else but the people controlling the Terminal Association would buy it? A. That nobody else except those would be able to buy it.

Q. The same identical interests? A. I won't say that. Now, I am in the business myself, and have been for twenty years. At that time, and to-day, I might buy a property that I propose to handle in connection with other property, if the owners of the other property told me to do so. I am building a railroad to-day under the same conditions. The other people have no interest in the road, but they simply say, "Build the road," and if they had not said it I wouldn't build it. I did not know in 1893 whether the people buying this property were the people who owned the Terminal Association or not, but I did know, as well as I could know anything of which I did not have actual positive knowledge, that it was either the same combination, or an interest in harmony with that interest.

Q. Mr. Cobb, of your board of directors, was in Congress at the time this change was made, in 1888, wasn't he? A. I think he was.

Q. Where is Mr. Cobb now? A. He is living in this town when he is at home. I do not know where he is during the summer.

Q. Do you know whether he is home now? A. He is not in town now. I say he is not, because I have not seen him. He is in my office nearly every day when he is in town. But I have not been in town myself since last Saturday. He told me where he was going, but I have forgotten.

Q. Then your explanation of the occasion for your learning that this bill had been amended so as to permit this sale to another bridge company, or the owners of stock in an-

other bridge company, was the conversation you had with Major Rainwater about the sale of it, and your knowledge of the fact that practically nobody else could become a purchaser except a rival interest, or those closely allied to it? A. No, sir. And I want to say what I do say myself. I don't want you to go on with three or four sentences, and have me say yes or no.

Q. I only want to get the matter perfectly straight in the record. A. I am perfectly willing to repeat again, or to answer any question you will ask me.

Q. You say No then, to that question? A. No, sir, I do not say no to that. I do not say anything to that. I say that I will not answer yes or no to that, because there are three or four sentences there, a little complicated, and I do not propose to have you put into my mouth something I may have said, and may not.

Q. Let the stenographer read the question. I do not want to, and have no intention, of putting to you a question that you cannot answer.

(The previous question read.) A. That is not my explanation as the only one. I cannot answer that question definitely yes or no. I will say that the talk of the sale was an occasion for Major Rainwater telling me of the amendment of this bill. But I do not say, nor have I said, that it was the first time he had told me that the bill had been amended.

Q. Did you, at the time you first learned of the amendment of this bill, enter a protest against it? A. No, sir; I did not. I don't know when I first learned of it, either.

Q. You never made any objection to it? A. No sir, I never made any objection to it—you mean to the amendment of the bill?

Q. Yes, sir. A. No sir, I made no objection to it.

Q. Do you know whether or not you ever talked to Mr. Cobb about it while he was in Congress? A. No, sir, I

don't remember that. Will you permit me to state here, and I would like to put it into this statement, that when the bill was passed I was not only cognizant of the conditions under which the franchise was granted, but I advocated that condition being made in the granting of the franchise. But four or five years had elapsed. The situation was different. The circumstances had changed. The people who had their money in that bridge were greatly disappointed because the merchants of the town did not patronize it; and when I was told that the bill had been amended so as to enable the owners of the property to sell it to any one who might buy it, I offered no objection to it; and, on the contrary, I was pleased to learn it had been done.

Q. When the bridge was sold to the Merchants' Bridge Terminal Railway Company, what was the price paid for it? A. The bridge was never sold.

Q. You sold the Merchants' Bridge Terminal Railway Company, and that carried the bridge with it, didn't it? A. Yes, that carried the bridge with it.

Q. What was the price paid? A. My recollection is that the bonds of the Merchants' Bridge Terminal Railway Company were bought at ninety cents on the dollar. I don't remember what the stock was sold at. I cannot recall what price there was for the stock. The purchasers did not take all of the stock. They only took half of the holdings of each stockholder.

Q. At that time? A. At that time or since.

Q. They have not acquired it since? A. No sir, I have my half still on hand, and I would like to sell it for five dollars a share.

Q. You don't know that the other people have theirs? A. I have never heard of any trade in it, and I am in the business all the time. It never has been quoted since.

Q. You are talking about the bridge or the railroad? A. I am talking about the Merchants' Bridge Terminal

Railway. There has never been a share of bridge stock proper put on the market.

Q. As a matter of fact, the Merchants' Bridge Terminal Railway Company of St. Louis has been for years an owner of a majority of that stock; you know it, as a fact? A. I know it since you have been reading it here to-day.

Q. Didn't you know it before? A. I have answered that four or five times.

Q. I haven't asked you that before. A. I do not know to-day who owns a majority of the stock of the Merchants' Bridge Terminal Railway Company. I believe it has been owned—but my belief has nothing to do with this—but I have no objection to stating—I believe it is owned either by the Terminal Railroad Association, or by the same interests that own the Terminal Railroad Association. But the stock in the Merchants' Bridge Terminal Railway Company which the purchasers in 1893 did not take, has not been bought since. I sold only fifty per cent of my stock. I have fifty per cent of my stock still on hand. It never paid a dividend, not a cent of dividend, and I would be very glad to sell it to-day for five dollars a share.

Q. The stockholders all got an equal amount of bonds with the stock, didn't they? A. I suppose they did—I should say they could have done so.

Q. That was the arrangement, wasn't it? A. Yes, but I want to qualify that, General, in order to explain: There were different issues of stocks and bonds. There were sales of collateral trust notes. And every subscriber to one issue of bonds got the same amount of stock. There may have been a subsequent issue of bonds with which there was a different issue of stock. There might have been a subscriber to one issue, and not to the other. Likewise, there was stock with collateral notes.

Q. You got a dollar's worth of bonds, on the face, with every dollar's worth of stock you took, didn't you? A. I

don't recall whether I did or not. I have said fifty times, but I would like to say it again, that I never made any money out of the project.

Q. You have not said that fifty times here. A. I have said it fifty times in public.

Q. How much did you lose? A. I don't know.

Mr. Priest: That is objected to, as totally irrelevant.

A. I have no objection to answering that. In order to make that enterprise operative—I would like to have these gentlemen hear this—it is a little personal history, and nothing to do with the testimony, and yet I would like to have it taken down. I say, in order to make that enterprises successful, and make the bridge and terminals operative, I found that a great deal of property had to be bought, houses had to be erected, switches had to be built, in order to get business enough to pay the interest on the Merchants' Bridge Terminal Railway Company bonds, and on the Merchants' Bridge Company bonds. Consequently, I was instrumental in forming a number of auxiliary companies, to buy real estate, put up buildings, and build other branch roads. I had to do a good deal of that, without the assistance of the people who were subscribers to the enterprise. And I want to say, that taken altogether, I never made a cent out of the enterprise. Taking together what I lost on these outside enterprises, on the real estate that had to be bought, there never was any money made by me.

Mr. Priest: I want to state my ground of objection. I cannot see what possible relevancy the profit or loss of this witness can have with respect to the issues in this case.

The Witness: I am very glad to have it brought out, if it is the impression that I have made a great deal of money out of the Merchants' Bridge enterprise. I want the public to know.

Mr. Crow: Q. Governor, do you know what lines of road were built by the Merchants' Bridge Terminal Railway

Company in the State of Illinois, in connection with the bridge? A. No, I do not, General. I have forgotten whether there were one or two roads built over there as approaches.

Q. You were not familiar with those physical facts? A. No sir, I am not. I am familiar with the physical formation of the ground over there, if that is what you mean, but I don't know how many roads were built.

Q. That is what I mean. I don't suppose you would know. Your engineer probably would know that.

Q. Do you know whether they built a belt line down to East St. Louis from the end of the bridge? A. I don't know. My impression is they did not. At the same time, I will not say they did not. We had that in contemplation, but my impression is it had not been built when the property changed hands.

Q. Governor, I will get you to examine this printed paper; what does that purport to be? A. (After examining paper handed him.) It purports to be a circular issued by Francis, Brother & Co., March 15, 1906, relating to the general mortgage refunding four per cent sinking bonds of the Terminal Railroad Association of St. Louis.

Q. What is the aggregate of the bonds? A. The aggregate of the bonds here offered is $250,000, apparently. I never saw this circular before, although it was issued by my house.

Q. Examine it a little before you testify, because I want to ask you some questions about it.

The witness here examines the circular referred to.

Q. Can you tell how much the total issue of those bonds of the Terminal Railroad Association is, of which the $250,000 is a part? A. This circular states this is an issue of $50,000,000. Outstanding $18,000,000. Reserved to retire underlying liens, $17,500,000. The remainder, $14,500,000, of the authorized $50,000,000, is reserved for

issue after January 1, 1906. It ought not to exceed $1,000,000 in any one year, and said issues are for betterments and improvements and the acquisition of additional properties.

Q. Do you know how much of that authorized issue of $50,000,000 has been issued, or can you tell from that circular? A. Yes, sir; it says $18,000,000 have been issued.

Q. What is the date of that circular? A. This circular is March 15, 1906.

Q. And is the $250,000 a part of the $1,000,000 that should be issued in 1906, according to the terms of that circular? A. I should say it is.

Q. You have no knowledge except what is shown in that circular? A. Oh, it either must be a part of that, or a part of the outstanding $18,000,000.

Q. I call your attention to what purports to be a letter to J. P. Morgan & Co., from Julius S. Walsh. A. I never read it.

Q. Will you look at it and see what property it describes there?

Mr. Priest: I would like to inquire from the gentlemen, for I do not know, so far as I am familiar with the rules of evidence, on what ground they can put that circular in evidence, or interrogate this witness in respect to it.

The Witness: I suppose they are asking me as an expert.

Mr. Krum: The inquiry was not addressed to you, but to us. We say it is an entirely relevant inquiry.

The Commissioner: You know how I am situated.

Mr. Priest: We hardly thought the gentlemen would offer anything which they know is totally inadmissible according to the rules of evidence.

Mr. Crow: We think this is admissible.

The Witness: I have looked at it, but not closely, as it is too long.

Mr. Crow: Q. In this circular here, the part of it signed by your house, Francis, Brother & Co., you state that the Terminal Railroad Association owns and controls the entire terminal facilities in the City of St. Louis; have you any knowledge of that, personally? A. No, sir. That was written by Mr. Smith, our bond man, I suppose.

Q. Do you know who your house represented in that matter of advertising those bonds? A. Yes, sir; we represented ourselves.

Q. You had some principal behind you? A. Not a bit of it. We bought the bonds, and have got them for sale; got them now and have a loss on them.

Q. That is how you came to advertise them? A. Yes, sir.

Q. That statement, then, is your own statement concerning your own property? A. That is what that is.

Q. It must be correct, then, so far as you know? A. So far as I know, it is correct. But if you want to ascertain how the house got that information, I will either have to ask you to give me time, or send the bond man up who wrote that circular.

Q. I don't care particularly how you got the information, but what I am interested in is the accuracy of the information in the circular; if you are willing to vouch for the accuracy of it, I will interrogate you about it. A. What part of the statement?

Q. That part of it signed by your house. A. "The Terminal Railroad Association owns and controls the entire terminal facilities in the City of St. Louis, as well as valuable, etc., etc." (Witness reads from circular.)

Q. Is that information accurate and correct? A. I should say, on general principles, it is, because my firm name is signed to it; but I cannot personally vouch for it, because I did not write it. But I will send you the man

who did write it, and let him tell you where he got the information.

Mr. Priest: I think, your Honor, this is so manifestly incompetent that your Honor will be justified in excluding it.

The Commissioner: As a matter of course, gentlemen, I am perfectly willing to hear a discussion of this subject, but I desire to say this: when I was appointed Special Commissioner in this case, I had a talk with the Circuit Judge, and I wanted to have my powers in ruling defined in some way, but I could not get a definition, except the mere statement that my powers were, to hear whatever testimony was offered in the case. Judge Adams, however, volunteered the statement that if anything was so irrelevant that it appeared upon the first breath that it was irrelevant, I could strike it out. But that was a mere suggestion on the part of Judge Adams. So far as the judge who is at present in charge of this case, I could not get any definite directions from him at all.

Mr. Priest: I want the order modified so that your Honor may, at least, pass—I do not want to narrow the lines, but I do want all this sort of trash excluded, because it is irrelevant in the case.

Mr. Crow: That is your opinion, that it is trash. We don't think it is trash.

Mr. Priest: If you can show me any authority that will justify you in introducing such testimony—

Mr. Crow: It should not be necessary to show an experienced lawyer, and it is not necessary to show you.

Mr. Crow: Q. I see on this page, where your firm's name appears, this language is used: "These companies have entered into an agreement, etc., on freight traffic": You have no other knowledge on that question than what is contained in that circular? A. No, sir, none whatever.

Q. Can you tell me any way by which I could ascertain

where this information was acquired by your firm? A. No, sir, I can give you the name of the man who wrote the circular.

Mr. Watts: The defendant will furnish that contract if the Government desires it.

Mr. Priest: The answer sets out the contract, and just in that language.

Mr. Lehmann: It is not necessary to beat about the bush to get it.

Mr. Crow: It is not necessary to make those remarks. We do not criticize the way you conduct your case, and we would rather you did not criticise the way we conduct our side.

Q. Will you look at that letter of Mr. Walsh, and tell me if you know where the original of that can be obtained? A. I have no knowledge where the original can be obtained. I may have read this, but I don't recall it. This letter, however, or the authenticity of this letter, is not questioned, or we would not put it in our circular.

Q. I apprehend that. A. I make that statement on general principles. These statements here (indicating circular) are what are generally accepted on the street as facts. If you ask me where we got the information, I cannot tell you, but I will send the man up who wrote the letter, or I will find out and tell you, if I can.

Mr. Priest: I want to cross-examine you at some length—

A. (Interrupting): It is a quarter to six, Judge Priest.

Mr. Priest: Q. You are arranging to leave the city? A. Yes; I am going to leave the city next Wednesday evening, and shall be gone two or three, or possibly five weeks, unless I am called back sooner.

Mr. Priest: I don't want to interrupt Governor Francis' vacation, but wish to reserve the right to cross-examine him later.

The Commissioner: The testimony will be written out before Tuesday, and you can cross-examine him before Wednesday night.

The Witness: I will be extremely busy between now and Wednesday night. I don't see how I can do that.

Mr. Priest: I will ask the privilege of cross-examining this witness when he returns.

The Commissioner: Very well.

At this point, I adjourn the further hearing of testimony in this case until Tuesday, July 10th, at ten o'clock a. m.

St. Louis, July 10th, 1906.

Met pursuant to adjournment as above on Tuesday, July 10, 1906, at ten o'clock, a. m.

Present: R. E. Rombauer, Esq., Special Commissioner. Messrs. D. P. Dyer, E. C. Crow, Chester Krum and Charles Nagel in behalf of the complainant; and Messrs. M. F. Watts, H. S. Priest and F. W. Lehmann in behalf of the defendant.

The following proceedings were had.

DIRECT EXAMINATION OF JULIUS PITZMAN, CONTINUED BY MR. E. C. CROW:

Q. Mr. Pitzman, you may explain, if you will, the additions you have made to this map we have heretofore referred to, so as to keep it in consecutive order? A. I have indicated on the map, by red dots, the Interstate Car & Transfer Company Line, which starts at the incline of the Chicago, Burlington & Quincy Railroad.

Q. Indicate the point at which it starts, where the Chicago, Burlington & Quincy Railroad is located there? A. About 2500 feet north of Grand Avenue in the City of St. Louis. Then the transfer boat runs southeastwardly

along the center of the Mississippi River; thence southwardly, following nearly the channel of the Mississippi River, to a point opposite Carroll Street, in the City of St. Louis, connecting at that point with the incline located between Carroll & Lesperance Street in the City of St. Louis, and also connecting with an incline at the dike yard of the Southern Railroad, in St. Clair County, Illinois.

Q. With what railroad does the incline at Carroll & Lesperance Street connect? A. With the St. Louis Transfer Railway Company, and with the Missouri Pacific Railroad. There is also an incline built upon the land in Madison County, Illinois, and on the land of the East St. Louis, Madison & Granite City Railroad, being a part of the Southern Railroad system; and the Interstate Transfer Company transfers cars across to that point, which is in the State of Illinois, in the eastern continuation of Grand Avenue and Prairie Avenue.

I have also indicated upon the above map, so far as I have been able to ascertain it, the ownership of the land on the east side of the river, extending from a point about 4,000 feet north of the Merchants' Bridge, southwardly, to a point about opposite to or in the southern continuation of Carroll Street. The boundaries of the land owned by said Railroad Company are indicated on the said map, and the names of the respective companies are entered.

The northern portion is owned by the East St. Louis, Madison & Granite City Railroad, being a part of the Southern Railroad system. The next tract of land, extending north of the Merchants' Bridge, is owned by the Madison Ferry Company. The next tract of land is owned by the Venice Elevator Company; which I understand is also owned by the Madison Ferry Company. There is another tract of land in the name of the Madison Ferry Company, extending to a point opposite Dock Street in the City of St. Louis. Then a tract of land, about twelve

hundred feet front, is owned by the Wiggins Ferry Company. The next piece of land is owned by Haarstick & Orthwein, and contains about 2400 feet front. And from the Haarstick property southwardly to a point south of the Cahokia Creek, near the point marked "A," I am informed is owned by the Wiggins Ferry Company.

Q. What is the distance there? A. The frontage being about two and a half miles for the last three pieces.

The Wiggins Ferry Company land on this map is colored and bordered green.

The next piece of land, extending from a point opposite Chouteau Avenue to a point opposite Carroll Street, is owned by the dike yard of the Southern Railroad. And below that, a narrow strip of land, with a frontage of about two hundred feet on the river, is owned by the Illinois Central Railroad.

On the above map I have colored the lands owned by the different trunk railroads on what is generally known as "Bloody Island;" the land owned by the Chicago, Peoria & St. Louis Railroad is colored blue; the land owned by the Toledo, St. Louis & Western Railroad is colored red; the land owned by the Wabash Railroad is colored brown. The next tract of land, owned by the Wiggins Ferry Company, is within its borders edged green; the land of the Chicago, Burlington & Quincy Railroad is colored red; the land owned by the Chicago & Alton Railroad is colored brown; the land owned by the Baltimore, Ohio & Southwestern Railroad is colored blue; the land owned by the Chicago, Burlington & Quincy Railroad and the Baltimore Company, owned by the Wiggins Ferry Company, is colored green. The land between Missouri Avenue and Mullikin Avenue is also colored green. The land of the St. Louis, Vandalia & Terre Haute Railroad is colored brown. The land owned by the St. Louis Bridge Company is colored red. The land south of Bogy Street, owned by

the Cleveland, Cincinnati, Chicago & St. Louis Railroad, is colored red. The land owned by the Illinois Central Railroad is colored blue. The land owned by the Mobile & Ohio Railroad is colored brown. The next piece of land is owned by the Wiggins Ferry Company, and is used for a switch yard. Below that is the dike yard of the Southern Railroad.

Q. Between the land owned by the Trunk Line roads, in East St. Louis, last above indicated by you, and the river front, what land lies, if any, and who owns it? A. It is owned by the Wiggins Ferry Company, as I understand.

Q. What, if anything, is on that land, adjacent to the river front, in East St. Louis? A. The East St. Louis Connecting Railway runs along north and south on that piece of land, and it connects with manufactories and mills on both sides of it.

Q. There are various tracks besides those of the main lines on it? A. Yes, sir, several tracks.

Q. What else does that East St. Louis Connecting Railway connect with, as it passes along and over that strip of two and a half miles? A. I have not examined carefully, but I think it connects with all the trunk railroads.

Q. What is the use to which this Interstate Transfer Company is put, what business does it carry on?

Mr. Priest: I take it Mr. Pitzman will know that only from hearsay.

Mr. Crow: I thought perhaps he knew, and that is why I asked him.

A. It is used for the transfer of freight by cars.

Q. Is that all on this map that you wish to indicate now? A. Yes, sir.

Q. Then take the small map, which you have prepared; what is that map? A. This is entitled, "A Map Showing

the Railroad Connections Between Alton, St. Louis and East St. Louis."

Q. Does it show anything else besides railroad connections? A. It shows the Missouri River and the Mississippi River. It shows the St. Louis, Keokuk & Northwestern Railroad where it connects with the Central Belt Railroad of St. Louis. It shows where the St. Louis, Keokuk & Northwestern Railroad crosses the Missouri and the Mississippi Rivers, and where bridges have been erected. It also shows, on the Illinois side, the Cleveland, Cincinnati, Chicago & St. Louis Railroad, the Chicago & Alton Railroad, the Chicago, Peoria & St. Louis Railroad, connecting with the Terminal system of East St. Louis at Granite City, and connecting with the bridge at Alton.

Q. Does it show any other bridge besides the bridge over the Missouri River? A. It shows the bridge over the Mississippi River at Alton.

Q. Does it show any other railroads than those you have mentioned? A. No sir, those are the principal lines. It shows between the Missouri River and the Mississippi River the connection of the Cleveland, St. Louis & Kansas City Railroad, and the Cleveland, Kansas City & Northwestern Railroad, with the St. Louis, Keokuk & Northwestern Railroad.

Q. At what point on that map, if any, does it disclose that any of the lines of railroad thereon indicated, touch any of the lines controlled, owned or operated by the St. Louis Terminal Association, if you know? A. It only shows the connection of the St. Louis, Keokuk & Northwestern Railroad with the St. Louis Belt Railroad near the city limits of St. Louis.

Q. Is that in the City of St. Louis or St. Louis County? A. That is in St. Louis County.

Q. Is that all you care to say about that map? A. Yes, sir.

CROSS-EXAMINATION, BY MR. M. F. WATTS.

Q. I will ask you a question or two with reference to the map. At what point does the St. Louis, Keokuk and Northwestern Railroad connect with the St. Louis Belt Railroad in the County of St. Louis? A. It connects with the Central Belt Railroad, as I understand.

Q. What is the Central Belt Railroad, if you know? A. It is a line built from the St. Louis, Keokuk & Northwestern Railroad, southwardly, just prior to the opening of the Exposition.

Q. Have you ever seen this connection between the St. Louis, Keokuk & Northwestern Railroad and the Central Belt Railroad? A. I have seen part of the grading.

Q. Are there any tracks on that grade? A. I do not think there are any tracks now on it.

Q. So there is no connection at this date, is there? A. No, sir; it is merely a right-of-way.

Q. It is the right-of-way of the Central Belt Railroad, connecting with the St. Louis, Keokuk & Northwestern Railroad? A. Yes, sir.

JOHN SCULLIN, a witness of lawful age, being duly produced, sworn and examined, in behalf of the complainant testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name and residence? A. John Scullin; 5218 South Broadway, St. Louis.

Q. How long have you resided in St. Louis? A. A little over thirty years.

Q. During that period of time you have been engaged in various occupations, have you? A. Yes, sir.

Q. Principally street car and railroad business, however? A. Yes, sir.

Q. What kind of railways have you been connected

with? A. I had been connected with steam railroads, actively engaged, for twenty years prior to coming to St. Louis.

Q. I mean, here in St. Louis? A. Street railroads, up to the time I sold out, for twenty-four or twenty-five years.

Q. And with what steam railroads, if any, have you been connected since you have been in business in St. Louis? A. Well, I have been connected with the Colorado Road, and with a road in Texas.

Q. Haven't you been connected with the Wiggins Ferry Company? A. Yes, sir, the Wiggins Ferry Company, the East St. Louis Connecting Railway Company, and the Transfer Railroad on this side of the river.

Q. When did you become connected with that property, Mr. Scullin? A. I think in 1885 or 1886.

Q. What official relation to the corporation, if any, did you occupy? A. I was President of the company.

Q. President of the Wiggins Ferry Company? A. Yes, sir.

Q. At the time you became President of the Wiggins Ferry Company, what property did it own, operate or control? A. It operated the ferries, and operated the East St. Louis Connecting Railway, and operated portions of the Transfer Railways on this side of the river.

Q. Please describe the location and extent of these properties? A. The East St. Louis Connecting Railway extended from the lower part of East St. Louis up as far as Venice, and had switches connecting with the various railroads, and with the stock yards in East St. Louis, and connecting with the various industries up and down the river.

Q. What railways, if any, did it connect with? A. It connected with the Alton, with the Burlington, with the Vandalia, with the L. & N.—in fact, with all the railroads coming into East St. Louis.

Q. All of the railways that come into East St. Louis

from the East, terminate there, do they not? A. Yes, sir.

Q. What was the length of this East St. Louis Connecting Railway, do you remember? A. I think we had possibly twenty-five or thirty miles all told of tracks and switches.

Q. Were those tracks and switches immediately adjacent to the river bank? A. Yes, sir, up and down the river.

Q. Do you know, Mr. Scullin, who owned the land over which these tracks extended? A. Yes, sir.

Q. Who? A. The Wiggins Ferry Company.

Q. How much in extent did the Wiggins Ferry Company own up and down this river front? A. They owned the river front, extending from the lower part of the town, from—I cannot describe it, I have forgotten the name—pretty near down to what was known as the "Pittsburg Dike," up to Venice, less a strip of two thousand feet, opposite Brooklyn, that other people owned.

Q. This property was located between the river front and the termini of the Eastern roads entering East St. Louis from the East? A. Yes, sir.

Q. And the tracks of the East St. Louis Connecting Railway were upon this property, and connecting with the termini of these various Eastern roads? A. Yes, sir.

Q. What was the location of your East St. Louis Connecting Railroad, with reference to the Eads Bridge? A. We did not have any direct connection with the Eads Bridge, only via the Stock Yards we had a connection with the Bridge.

Q. In what way did you connect? Over what tracks? A. I don't remember. The details of that, I cannot tell you.

Q. How much in acres—how many acres, did the Wiggins Ferry Company own on this river front? A. I cannot tell you.

Q. Could you approximate it? A. No, sir.

Q. Several hundred acres, was it? A. Well, no, take all the property, scattered all around, you know, they owned property scattered all around, and they sold it off absolutely. I couldn't even approximate it.

Q. As compared with the river front of East St. Louis, so far as it was built up at that time, what was the extent of the property owned by the Wiggins Ferry Company? A. They owned all of the river front—that is to say, all east of Front Street; that is, between the river and Front Street, they owned absolutely all of that, less one elevator, I think.

Q. You don't quite apprehend my question; I guess I did not make myself exactly clear. Compared with the extent and south of the built up portion of East St. Louis at that time, what was the extent of the land on the river front owned by the Wiggins Ferry Company? A. I could not even tell you that. I could not approximate it. They owned considerable land. Most of it was accretions above East St. Louis, between East St. Louis and Venice. They had sold or disposed of the greater portion of their land on what was known as "The Island." They owned some pieces, but I could not tell you how much.

Q. The property they owned, however, was practically co-extensive with the City of East St. Louis, up and down the river front? A. Yes, sir.

Q. We understand, of course, what the "Island" is, but I want to get it into the record: Will you please explain what was called "Bloody Island," and how the termini of the Eastern roads are located? A. Yes, sir, they are all on the Island.

Q. What forms that Island? A. Cahokia Creek runs on one side, and the Mississippi River on the other.

Q. And is the City of East St. Louis principally built on that Island? A. No, sir, the principal part of the city is north of Cahokia Creek.

Q. But is not the Island practically covered with the city and with the railroad yards? A. No, sir. The Island proper is occupied principally with railroads and railroad yards.

Q. Then the City, principally, lies adjacent to that? A. Yes, sir, on the south side of Cahokia Creek.

Q. It is divided from it by the Creek? A. Yes, sir.

Q. I believe you stated that these Eastern Lines have their termini on the Island? A. Yes, sir.

Q. How many ferries were controlled by the Wiggins Ferry Company? A. We ran five boats at two landings on the east side of the river, and two on this side of the river; we ran five passenger ferry boats; and then we had transfer boats, two or three car transfer boats.

Q. Then how many boats were you operating altogether? A. Oh, I think we had seven or eight boats, of all kinds.

Q. Partly engaged in passenger business and partly in transferring railroad cars? A. Yes, sir.

Q. Loaded and unloaded? A. Yes, sir.

Q. What was the extent of the property controlled on this side of the river by the Wiggins Ferry Company? A. It owned what was known as The Transfer Railway, extending from the Arsenal on the south—

Q. (interrupting) Arsenal Street? A. No, sir, the Arsenal. That is down there near the Busch Place. From there up to the northern part of the city—I don't remember just the street—but up to the Waterworks, about.

Q. With reference to the Merchants' Bridge, above or below the Merchants' Bridge? A. Above, north of it.

Q. The line extended north of where the present Merchants' Bridge is? A. Yes, sir.

Q. What was the extent of that Line? A. I suppose we had, with switches and all, possibly ten or twelve miles.

Q. Did that extend through the business section of the city? A. It followed the meanderings of the river.

Q. And along the wharves? A. Yes, along the wharves.

Q. Touching various industries and plants? A. Yes, sir.

Q. Did it connect with any railroads? A. Yes, sir.

Q. What roads? A. We had connection with the Iron Mountain, the Missouri Pacific, the Burlington and the Wabash.

Q. Those are all lines that terminated on the west bank of the Mississippi River in the City of St. Louis? A. Yes, sir.

Mr. Priest: I don't suppose either Mr. Crow or Mr. Scullin wish to make that answer—that the terminus of those lines is on the west banks of the Mississippi River. Of course they have branches, but the terminus of the roads is not there.

Mr. Crow: I mean they stop at the City of St. Louis, Missouri.

Q. These roads you have mentioned, Mr. Scullin, as being connected with, on the west bank of the Mississippi River, are roads that stop at the city of St. Louis? A. Yes, sir.

Q. Except the Wabash Railroad; that goes across the river, does it not? A. Yes, sir.

Q. What roads, if any, did the Wiggins Ferry Company own and use in connection with its property on this side of the river? A. We owned considerable. I could not tell you from memory.

Q. Where was it located, in a general way? A. We had several pieces all along the line, some in fee and others by lease from the city; a good deal of wharf. Then we owned some up near the Stock Yards, several pieces.

Q. Principally up and down the river? A. Yes, sir.

Q. Did they own any back in the city, away from the river, used for their business purposes? A. No, sir, not that I know of.

Q. Please state the general nature of the business car-

ried on by the Wiggins Ferry Company at that time? A. The transfer of cars, loaded and empty; coal; all different kinds of freight; wagon traffic; and passengers.

Q. To and from where? A. To and from East St. Louis and St. Louis.

Q. East St. Louis, Illinois? A. Yes, sir, East St. Louis, Illinois.

Q. And St. Louis, Missouri? A. Yes, sir, St. Louis, Missouri.

Q. At that time what other companies, if any, were engaged in transferring passengers and freight by any method across the Mississippi River between the States of Illinois and Missouri at East St. Louis, Illinois and at St. Louis, Missouri? A. Well, there was part of the time the Venice Transfer boat, plying between—not Venice, but it connected with the Pittsburg Dike. I don't remember just the name of that transfer that ran there for several years.

Q. Where was that located, north of the Eads Bridge? A. No, sir, south of the Eads Bridge. Then there was the Illinois & St. Louis—I don't know what they called that line.

Q. A ferry boat line? A. Yes, a ferry boat line.

Q. How many boats did they run? A. I think they ran two.

Q. Any other corporations? A. Then there was what was called the Inter-State Sand & Transfer Company. They transferred cars across the river.

Mr. Priest: That is now called the Inter-State Car Transfer Company?

Mr. Crow: Q. The same corporation? A. Yes, sir.

Q. How many boats did they run? A. I cannot tell you. They had several.

Q. Was there any other ferry line? A. There was a ferry line from North Market Street up to Venice, called the Venice Transfer Company—I think they called it.

Q. How many boats did they have, do you know? A. I think they had two.

Q. That completes the ferries, practically? A. Yes, sir, that completes the ferries.

Q. Was there any other means of transportation across the river at that time? A. Only via the bridges.

Q. In 1885 there was only one bridge, wasn't there? A. Up to whatever time the Merchants' Bridge was built there was only one bridge.

Q. It was completed in 1890? A. Up to that time there was only one bridge.

Q. Mr. Scullin, at the time in 1885 when you began your operation of the Wiggins Ferry Company, and as you carried on the business you have described, it is or not a fact that the Eads Bridge carried foot passengers, wagons loaded and unloaded, and cars loaded and unloaded, across the Mississippi River, between the States of Illinois and Missouri? A. Yes, sir.

Q. And they transferred in the same capacity you did, except they used the bridge and you used the ferries? A. Yes, sir.

Q. And was the business they carried on received from these connecting carriers on either side of the river, the same as yours was? A. I suppose so.

Q. Mr. Scullin, do you remember when the St. Louis Merchants' bridge was erected? A. Yes, sir.

Q. Do you remember the time of the year it was completed? A. No, sir, I could not tell you.

Q. It was opened the 1st of June, 1890?

Mr. Priest: My recollection is, Governor Francis said the bridge was completed in 1890, but the dedicatory ceremonies were had upon the completion of the bridge, and not upon the opening. That is my recollection.

Mr. Crow: Well, it was completed some time in 1890, or the early nineties, to the best of your recollection.

A. Yes. I have not any definite recollection of it.

Q. When that bridge was built, do you know the reason for its erection? A. I cannot say that I do.

Q. You are not familiar with the conditions that led up to its being erected? A. No, sir.

Q. You don't know, then, whether or not there was complaint about the charges for this transfer service between these two States at that time? A. There may have been, but whether that was the motive that induced them to build the bridge, I don't know. I was not interested in it at all, and I did not know about it.

Q. When the bridge was built and finally opened for business, it was to carry on the same kind and character of business that the Wiggins Ferry Company and the old Eads Bridge had been carrying on for years? A. Yes, sir, I suppose so.

Q. And it did carry on that kind of business, did it not? A. I think so.

Q. And was in competition with the Wiggins Ferry Company and the Eads Bridge? A. Yes, sir.

Q. For the Inter-State transfer between Illinois and Missouri? A. Yes, sir.

Q. Mr. Scullin, I will get you to state, if you know, whether or not the opening of the Merchants' Bridge for business affected the rates and charges for transfer across the Mississippi River by the Wiggins Ferry Company and the Eads Bridge? A. Yes, sir, I think it did.

Q. In what way? A. It reduced them some.

Q. Do you remember about what year it was that reduction became operative? A. No, sir, I don't remember the year, but I remember there was a sharp competition for business. I don't know that it affected the rates so much as the getting of the business.

Q. How long did that competition last? A. It lasted some time.

Q. Mr. Scullin, in 1885, when you began this transfer business through the Wiggins Ferry Company, and on up through the succeeding years, will you please state whether or not, if you know, goods shipped from the East and destined to St. Louis, were billed to St. Louis, Missouri? A. I could not answer that; I don't know.

Q. Will you please state from whom you received the goods and merchandise that your Company transported across the river? A. Well, we received them from—I don't know that I understand your question.

Q. I expect you don't understand my question; maybe I did not make myself clear. A. Other than carload, we would have no knowledge of that. That would be from the Transfer Company.

Q. Your deliveries, then, were in carload lots? A. Yes, or in different wagons, which would pay their toll crossing over on the boats, so we would have no knowledge of that.

Q. In carload lots, from whom would you receive those goods? A. We received them from the railroad companies, and from different people; the railroads sometimes. But our principal business was coal, iron and that kind of stuff, that went on down to the levees. We handled but very little merchandise; there was no time, hardly, that we handled much merchandise.

Q. That coal and iron came from where? A. From different parts of the country; Illinois, and the East.

Q. And it was delivered in carload lots on the levee? A. Yes, sir.

Q. To your line? A. Yes, sir, to our line.

Q. In Illinois? A. Yes. It would be sent over on our connection at East St. Louis, and we would deliver it on this side.

Q. And you would deliver it to what places on the west side? A. To some railroad, if it was consigned to them.

There were certain unloading yards, wagon yards, that we had on the lines of the railroads.

Q. The business that went eastward over your line from the city of St. Louis: Describe how that was handled? From whom you received it and to whom you delivered it? Suppose it was goods destined to points in Illinois, or any places beyond? A. The railroad on the west side of the river would deliver it to us, and we would deliver it to the railroad to whom it was consigned on the other side of the river.

Q. Was there or not a bill of lading issued by your corporation for these goods? A. Yes, sir.

Q. And these bills of lading were issued to whoever shipped the goods? A. Yes, sir.

Q. Mr. Scullin, are you acquainted with the physical location of the properties known as The Terminal Railroad Association of St. Louis—just in a general way, and not in detail? A. In a general way, yes; but not in detail.

Q. What is the general character of the business carried on by that corporation? A. It is the handling of cars between different railroads, all the railroads, east and west, connecting across the river, and on this side; switching.

Q. To and from points in Missouri and Illinois? A. Yes, sir.

Q. East St. Louis, Illinois and St. Louis, Missouri? A. Yes, sir.

Q. What character of business do they do, passenger or freight, or both combined? A. Why, they do both.

Q. Can you tell whether or not the Terminal Railroad Association owns any freight and passenger cars? A. I could not tell you; I do not know.

Q. Have you seen trains of passenger cars marked "Terminal Railroad Association" moving across the river over their line? A. Yes, sir, I have seen them, but whether they owned them or not I don't know.

Q. Carrying passengers, were they? A. Yes, sir.

Q. Have you seen locomotives with the words "Terminal Railroad Association" on the sides of them? A. Yes, sir.

Q. Operating between these two States? A. Yes, sir.

Q. You stated awhile ago, I believe, that after the Merchants' Bridge was opened, these freight rates were reduced some, and that there was sharp competition for the carrying business between the States of Illinois and Missouri, and the transfer business? A. Yes, sir.

Q. Did I ask, or did you state, how long that competition continued? A. It continued up until I got out of the Wiggins Ferry Company.

Q. I will ask you if there was at any time, between 1890 and 1895, any arrangement or agreement between the Wiggins Ferry Company, the Terminal Railroad Association of St. Louis and the St. Louis Merchants' Bridge Terminal Railway Company, with reference to pooling or a division of the earnings of the three corporations, on a tonnage basis? A. Yes, sir, I think there was a tacit understanding of that kind, but they never lived up to it.

Q. Wasn't there a form of agreement of that kind entered into, the terms and conditions of which were agreed upon? A. Defined? Maybe there was, but I cannot really remember that.

Q. Let me see if I cannot refresh your memory about that: It has been a long time ago and a man who does as much business as you do is liable to forget some of these details. Did you know in 1893, one W. S. Hodges? A. Yes, sir.

Q. Who was he and what was his occupation? A. He was at one time our General Freight Agent.

Q. Was he at that time? A. I cannot say; I imagine he was.

Q. Did you know one Mr. John J. Baulch? A. Yes, sir.

Q. What position did he occupy and with what com-

pany? A. He was with the Terminal Association, and he was also in our employment, but I don't remember in what year.

Q. In 1892 and 1893? A. If Mr. Hodges was in our employment, Mr. Baulch succeeded him.

Q. They both occupied the same position in your company, but at different times? A. Yes, sir.

Q. Is it a fact that when Mr. Hodges was with you in that capacity, Mr. Baulch was with one of the other companies? A. Yes, sir.

Q. Do you know with which one? A. I think the Terminal Association.

Q. Do you know who represented the Merchants' Bridge Terminal Railway Company in the capacity of freight agent or traffic manager at that time? A. I don't remember. Possibly Henry W. Gays. He was their general manager.

Q. That is correct. Do you remember, Mr. Scullin, that in 1892, on certain classes of freight, the rate was considerably cut by the Merchants' Bridge Terminal Railway Company, and that you complained of that to Mr. Rainwater, who was then the president, I believe, or one of the chief executive officers of the Merchants' Bridge Terminal Railway Company, and that complaint was followed by a meeting between the representatives of the three companies? A. Yes, sir.

Q. Do you know where that meeting took place? A. No, indeed, I could not tell you. At some one of the offices.

Q. To refresh your memory, did not the first meeting occur down near Lafayette Park, in the neighborhood where Major Rainwater resided? A. No, sir.

Q. You don't remember that? A. No, sir, we never did meet at any such place, that I know.

Q. That is, you did not meet. A. I did not meet.

Q. You don't know but that the agents may have met there? A. Oh, I beg your pardon; I could not tell you where they met.

Q. You are correct about that. You were not at that meeting. A. No, sir.

Q. There was a later meeting, however, a few weeks or days afterwards, which you attended I believe, at the office of your Company, or the Terminal Company, in the city of St. Louis? A. Yes, sir, I think so.

Q. And that was attended by the presidents, I believe, of the three corporations? A. Yes, sir.

Q. The St. Louis Merchants' Bridge Terminal Railway Company, the Terminal Railroad Association of St. Louis and the Wiggins Ferry Company? A. Yes, sir.

Q. Was there any arrangements or conditions that were entered into there, as to the division of the earnings of the several companies, on a tonnage basis? A. I think there was, yes, sir.

Q. Were any of those conditions put into writing? Any memorandum made of them? I don't mean a signed instrument, but a memorandum of the conditions? A. There may have been, but I don't remember. There was an understanding, on a tonnage basis, between the three companies agreed upon.

Q. And that understanding and agreement covered the charges that were to be fixed and maintained for the transfer of passengers and freight between Illinois and Missouri, at St. Louis in Missouri and East St. Louis in Illinois? A. Yes, sir.

Q. How long did that agreement continue? A. To my recollection, a very short time. They never lived up to it.

Q. Which corporation was it that did not—all of you? A. All of us, I guess. I am not making any excuses. I don't think they carried it out in good faith. It was a kind

of a so-called "gentlemen's agreement," and they agreed to disagree directly after they made it.

Q. Is it a fact that by this agreement the rates that had been cut by the St. Louis Merchants' Bridge Terminal Railway Company were restored to what they had been prior to that time? A. No, sir. My recollection is that the rates they had made were sustained, but they agreed not to sin any more.

Q. After the year 1895, was there any other or further agreement or understanding as to the maintenance of rates between those companies? A. No, sir, I think that was lost. That is my recollection. There was never any compact any more to sustain rates, that I know of.

Q. Is it or is it not a fact, that from the year 1895 on up to the present time, with the exception of the year 1902 I believe, or a portion of that year, that the rates for hauling passengers and freight across the Mississippi River, either by ferry or bridge, for carload lots or less than carload lots, has been the same on the Merchants' Bridge Terminal Railway, the Terminal Railroad Association of St. Louis, and the Wiggins Ferry Company? A. No, sir, I think not.

Q. Have they been practically the same? A. On certain commodities, yes; on others no.

Q. What commodities? A. Well, for instance, coal.

Q. Coal forms what porportion of the volume of business that passes between these two States, over these several lines? A. That I cannot tell you, but it was a very large percentage of our tonnage.

Q. Of the Wiggins Ferry Company? A. Yes, sir.

Q. More than a majority of your tonnage? A. Oh, yes.

Q. Was the rate for coal the same on all three? A. That agreement did not last long, and after that there was no standard.

Q. These three corporations were all doing an inter-state

business, and all filed tariffs with the Inter-State Commerce Commission, did they not? A. Yes, sir.

Q. And if those tariffs were filed, were they lived up to? A. Yes, sir.

Q. And if the tariffs should disclose that the rates were the same, I presume that would be correct? A. I assume they were lived up to.

Q. You were in control of the Wiggins Ferry Company? A. I was the president, but I was not actually in control of the work of managing.

Q. You were not in touch with the actual handling of the traffic? A. No, sir, I was not.

Q. What man or men did have actual control of that actual handling? A. George L. Sands.

Q. Where is he? A. In St. Louis.

Q. In what business is he now? A. He is vice-president of a railroad in Arkansas.

Q. How long was he with your company? A. During all of the last fourteen or fifteen years.

Q. And during the year 1895? A. I don't remember when Mr. Sands first came with me, but I think he was there about fourteen years.

Q. And he was traffic manager during all those years? A. Yes, sir.

Mr. Priest: Q. General Manager, wasn't he?

A. Yes, sir.

Mr. Crow: Q. As general manager did he have charge of the traffic?

A. Oh, yes; of everything.

Q. That is what I am trying to get at, the man or men in your employ who could give that information. Is Mr. Sands still connected with you in business? A. Yes, sir.

Q. Where could he be found? A. In my office in St. Louis.

Q. When did you sever your connection, if you ever

severed it, with the Wiggins Ferry Company, as an officer? A. About six months after its sale. I don't remember now when it took place; when I sold out to the Rock Island Railroad.

Q. When was that sale, 1902 or 1903? A. I don't remember.

Mr. Priest: In 1902.

A. Well, in about six months after that.

Mr. Crow: Q. Up to that time had you general knowledge of the general volume of business, in the way of the number of cars handled by your company? A. No, sir.

Q. Do you know in a general way how many boats your Company operated at that time? A. Yes, sir.

Q. How many? A. We operated three passenger boats every day; two below the bridge and one above the bridge. Those were passenger boats. Our car transfers were operated as the volume of business demanded.

Q. How many car transfer boats did you have? A. We had two car transfer boats besides barges and a tug.

Q. How many locomotives did you have? A. That I could not tell you.

Q. You had several? A. Oh, yes, several.

Q. Did you have any freight cars? A. No, sir, not any freight cars.

Q. Had you any passenger cars? A. No, sir.

Q. Did you have any kind of cars? A. Yes, sir, we had a few dump cars.

Q. What do you mean by that? A. Dump cars, for hauling dirt.

Q. Cars for dumping dirt along the track? A. Yes, sir.

Q. That was the extent of your equipment? A. Yes, sir.

Q. Did you operate any other track on this side of the river other than the St. Louis Transfer track? A. No, sir.

Q. Do you know who bought the Wiggins Ferry Com-

pany in 1902? A. I supposed it was the Rock Island Railroad Company. The part I had to do with it, I sold my stock and recommended to all the other stockholders that they turn their stock over to the Rock Island Railroad Company.

Q. What was the fair market value of your stock at the time or shortly before this sale came up? A. Oh, anything from two hundred dollars to two hundred and twenty dollars a share.

Mr. Priest: The last sold at two hundred and thirty-five dollars a share.

A. Five shares.

Q. That was the extreme? A. Yes, sir, five shares sold for two hundred and thirty-five dollars a share.

Mr. Crow: Q. What price did you get for the stock you sold?

A. Five hundred dollars a share.

Q. Have you any knowledge as to what price the majority of that stock brought when it was sold? A. No, sir. It varied toward the last, when they bid it up high.

Q. That was only for a few shares, that a large price was paid? A. Yes, but it was considerable. I have no way of knowing.

Q. How many shares of the capital stock of that corporation were there at that time? A. Ten thousand shares.

Q. It is true, is it not, that at the time of the transfer of the majority of the shares of this stock, to whomsoever they were transferred, that prices were paid above the actual earning or market value of the stock? A. Oh, yes.

Q. Do you know the reason for that? A. I have an opinion; I do not know.

Q. As a practical railroad and business man, you know the reason they paid you more than the market value of that stock, do you not? A. Well, the Rock Island people wanted it for terminals of their great system of railroad.

They paid more than I thought it was worth, or I would not have sold it. I thought the price was a good price. We did not have the earning capacity to warrant a payment of five hundred dollars; but to a large railroad system that could use it, that would induce them to do it, and that was the ground that induced them to pay the five hundred dollars a share for it.

Q. And who were their competitors in an attempt to get control of those shares of stock? A. They employed Mr. Wade, of the Mercantile Trust Company to represent them, and the Mississippi Valley, represented by Mr. Jones, was the competitor in buying up those shares of stock. Who he represented, I don't know.

Q. You don't know what company or corporation he represented? A. No, sir, I do not know.

Q. Do you know who controls the Wiggins Ferry Company at this time? A. No, sir, I do not.

Q. Is it not the Terminal Railroad Association of St. Louis?

Mr. Priest: That is not what the answer states.

Mr. Crow: What is the answer?

Mr. Priest: The answer says, "the railroads of St. Louis."

Mr. Crow: Q. Do you know whether or not a majority of the ten thousand shares of stock of the Wiggins Ferry Company brought as much as five hundred dollars a share at the time of this sale? A. Oh, yes, it brought more—well, I beg your pardon, but I don't know that I have a right to say. I don't know. I know what I got, and I know what the rumors were. I have no right to say whether they did or not.

Q. Your knowledge on that is what you understood? A. Yes, sir, and what I got for my own stock.

Q. And is not your personal knowledge, except as to

what you got for your own stock? A. Oh, no. That is all; just what I got for my own stock.

CROSS-EXAMINATION, BY MR. H. S. PRIEST.

Mr. Scullin, with respect to the East St. Louis Connecting Railway, at the time you were connected with the Wiggins Ferry Company, as president, it had no track connection with any of the lines of railways of the Terminal Railroad Association, had it? A. I cannot answer that. I don't know.

Q. You don't recall any? A. I don't recall that they had.

Q. You said, I believe, in your examination in chief, in answer to Mr. Crow, that there was a connection through the stock yards? A. Yes, sir, we had a connection; but I don't know; it may have been over some other road. I cannot tell you just whether we owned that connection or not.

Q. The chief work of the Wiggins Ferry Company and the East St. Louis Connecting Railway, and the St. Louis Transfer Railway Company, was that of serving other common carriers? A. Yes, sir.

Q. That is, those common carriers that terminated in East St. Louis, with business in St. Louis? A. Yes, sir.

Q. Both on the incoming and outgoing business? A. Yes, sir.

Q. In carload lots? A. Yes, sir.

Q. Neither the East St. Louis Connecting Railway or the St. Louis Transfer Company, operated any trains of its own cars? A. No, sir.

Q. They simply provided the motive power for the cars that were furnished by the railroad lines with which they connected? A. Yes, sir.

Q. In other words, the business of those two companies was simply a switching business? A. Yes, sir, absolutely.

Q. Trains did not run upon any time schedule? A. No, sir; it was absolutely nothing but a switching business.

Q. Mr. Scullin, you have been intimately connected with railroads and the operation of railroads, for a great many years, have you not? A. Yes, sir.

Q. I want you to tell me whether or not, where two independent railroads connect, and cars are delivered by one to the other, it is not the usual custom and the general practice, to have a delivery track? A. Yes, sir.

Q. For the exchange of cars going from one to the other? A. Yes, sir.

Q. And the cars to be delivered by either to the other are placed upon the delivery track? A. Yes, sir.

Q. And there they await the convenience of the company to whom it is to be delivered to receive it? A. Yes, sir.

Q. And then it is received only after the car has been inspected and found to be in such condition as would warrant the company for which it is intended to receive it? A. Yes, sir, in good order, or if not it is turned back.

Q. Then the course would have been, if these switching lines were operated as it is usual to operate railroads, for the St. Louis Transfer Railway Company to deliver—assuming it had a point of connection with the Terminal Railroad Association lines—to deliver it upon a track called "a delivery track?" A. Yes, sir.

Q. And after the Company which it was expected would receive the car, had been notified that the car was there, delivered, for it, it would then await the convenience of that road to send inspectors to inspect the car; and then after it was inspected and found in good order to receive it and deliver it to the point of destination, or points of destination, on its line? A. Yes, sir.

Q. So if you would start with a car, and follow that usual custom and manner from, we will say, Granite City, on the east side of the Mississippi river, to a half dozen con-

necting carriers, how long would it take that car to come from Granite City to, we will say, a connection with the East St. Louis Transfer track in St. Louis? A. Well, that would be very difficult to answer that question. God knows when it would get there. It might get away. Perhaps they might have to send a tracer after it to hunt it up.

Q. These lines you see marked here upon this map (indicating Pitzman map) of East St. Louis and Venice and St. Louis and Granite City, are simply switch lines? A. Yes, sir.

Q. They are all what is commonly known as terminal or switching lines? A. Yes, sir.

Q. They do no general railroad business? A. No, sir.

Q. In the sense of offering cars for service, and handling trains? A. No, sir.

Q. It is simply a switching service? A. Yes, sir.

Q. In other words, they are common carriers of the railroads centering in East St. Louis and St. Louis? A. Yes, sir.

Q. These roads all being under one management, can in your judgment be much more conveniently and economically, as far as the service to the public is concerned, conducted, than if they were disconnected into a dozen different lines? A. That is absolutely correct.

Q. This switching company receiving a car—to use the illustration I have heretofore used—at Granite City, would take it over one or other of the bridges that would be the most convenient? A. Yes, sir.

Q. And deliver it direct to the point of destination in St. Louis, wherever that point of destination might be, whether the Merchants' Terminal Railway or the Terminal Railroad tracks, or on the St. Louis Transfer Railway tracks? A. Yes, sir.

Q. With one movement? A. Yes, sir, it would go right

through. That is one great advantage of controlling the whole property.

Q. Now I believe you said, Mr. Scullin, that you had seen passenger cars with "St. Louis Terminal Association" marked on them: You did not know whether they were owned by the Terminal Association or not? A. No, sir, I did not know.

Q. That is true, and to refresh your memory, only with respect to an accommodation train that serves the workmen in the car factories in Madison, is it not, that that is run morning and evening? A. Yes, sir, and I would like to say that is the only place I have ever seen the cars marked, standing on the side track over there.

Q. You never saw them in use? A. I never saw them in motion, or in use; I never happened to.

Q. Don't you understand, as a matter of fact, that that train is run only to accommodate the workmen who go over there early and return late? A. I don't know that. All I know is that I saw some cars standing on the side track over there with those letters on them.

Q. You never saw the train in motion? A. No, sir, I never saw them in motion.

Q. You have told us, Mr. Scullin, that the Wiggins Ferry Company owned a large amount of property on the river bank in East St. Louis? A. Yes, on what is known as the levee.

Q. That property is useful only for terminal property, is it not? Railroad property, and is very useful for that purpose? A. Yes, sir.

Q. It has not been developed yet to its capacity? A. No, sir.

Q. Terminal property of that character is very scarce in East St. Louis and in St. Louis? A. Yes, sir.

Q. Commercially you speak of East St. Louis and St. Louis as one town? A. Yes, sir.

Q. They happen to be divided by the Mississippi River, one being in the State of Illinois and the other in the State of Missouri? A. Yes, sir.

Q. But for all commercial purposes they are one common center? A. Yes, sir.

Q. There is no great amount of traffic between East St. Louis and St. Louis, that is, originating in St. Louis and going only to East St. Louis; or, originating in East St. Louis and going only to St. Louis? A. It is comparatively small.

Q. It is trifling and insignificant? A. Oh, yes.

Q. The great bulk of business done between St. Louis and East St. Louis is that brought from abroad, and which goes through one or other of those cities? A. Yes, sir.

Q. How wide is the river here between St. Louis and East St. Louis? A. I could not tell you.

Q. Approximately three-fourths of a mile, or a mile? A. Oh, no.

Mr. Crow: It is about twenty-five hundred feet.

A. I should suppose it is about that.

Mr. Priest: Q. Mr. Scullin, what is the general character of the west side of the bank of the Mississippi River? It is high, is it not, and inaccessible except at certain points, for railroad tracks? A. On this side that is true.

Q. The chief avenue is either around the city, as indicated by the Belt Line here (indicating Pitzman map) which has been projected, or up the Mill Creek Valley by the Union Station? A. Yes, sir.

Q. Either the southern point of Carondelet, or the Mill Creek Valley, or far north? A. Yes, sir.

Q. Coming to the west side of the river, and concerning the St. Louis Transfer Railway Company, it had no direct connection with any of the Terminal Railroad Association's tracks, had it? A. No, sir.

Q. As a matter of fact, it ran underneath the approaches to the bridge? A. Yes, sir.

Q. And there was no physical connection? A. No, sir.

Q. And looking at this map (indicating) there was no point of contact in common on the west side of the river? A. I think we had a bridge junction, or something. We had somewhere, so we could make deliveries, over some track, but I don't remember where. We had some way of making connection, on this side of the river.

Q. I am speaking of this side of the river? A. We connected with the Iron Mountain Railroad.

Q. But through the Terminal Railroad Association you had no connection? A. No, sir.

Q. And you reached no common points? A. No, sir.

Q. Isn't that also true of the system known as the Merchants' Bridge Terminal System, according to your recollection, that there were no points in common between that system and the Terminal Railroad Association? A. No, sir, no connection.

Q. They reached different parts of the city, the one running north directly east and west, and the other running northwardly along the river? A. I think we had a connection with the Merchants' Terminal.

Q. I am not asking you about the transfer; but about the Terminal Association simply as the Terminal, and the Merchants' Bridge simply as the Merchants' Bridge? A. That is right; as had none.

Q. With all those lines put together, under one management and control, would that in your judgment, be in the interest of economy and the public service? A. It certainly would.

Q. And you speak of that from long experience as a railroad man, and being familiar with traffic conditions? A. Yes, sir.

Q. Has not the growth of commerce and business in the

city of St. Louis in the past ten years made such a union as that almost imperative? A. Yes, sir, I think so.

Q. Mr. Scullin, the passenger traffic—I mean now persons traveling from St. Louis to East St. Louis, goes almost entirely upon the surface of the Eads Bridge, does it not? A. Yes, sir.

Q. Very little of that is carried by ferries or railroad trains—between those two cities alone, I mean? A. That is correct.

Q. Of course, there is a large volume of passenger travel across the Mississippi River between St. Louis and East St. Louis, that is destined to points beyond those two cities? A. Yes, sir.

REDIRECT EXAMINATION, BY MR. E. C. CROW.

Q. Your company, I believe you said, filed tariffs with the Inter-State Commerce Commission, giving the rates per hundred pounds on freight, etc., between the cities of Illinois and Missouri? A. Yes, sir.

Q. Over the lines of railroad and ferries? A. Yes, sir.

Q. And the lines of railroads that you used, the St. Louis Transfer Co. on the west side, the East St. Louis Connecting Railroad on the east side, and the connections therewith, were used in connection with the ferry boats, as one continuous line? A. Yes, sir.

Q. Over which you transported goods, and for which you made a common charge? A. Yes, sir.

Q. That was fixed by the tariff you filed with the Inter-State Commerce Commission? A. Yes, sir.

Q. You stated, as I understand you, Mr. Scullin, that the local traffic here was slight, between St. Louis and East St. Louis? A. That is, passenger traffic. On the Wiggins Ferry Company.

Q. But there is a large passenger traffic, is there not? A. Quite large.

Q. And before the electric road was put upon the bridge, did not your ferries carry a great many people? A. No, sir, they never carried very many. They carried people whose employment brought them down on the levee. That was about all.

Q. There was a considerable amount of that in the old days? A. Yes, sir, quite a lot, night and morning; we carried quite a bunch of passengers; but slight in comparison with the entire volume.

Q. Your service was superseded by the electric cars, because they were more speedy? A. I don't think the electric cars interfered with us very much.

Q. It is true, is it not, that there is quite a commerce that is carried on by wagons over and across your ferries and other ferries, at St. Louis and East St. Louis? A. Yes, sir.

Q. That is largely local, is it not? A. It is in consequence of all the railroads terminating on the other side of the river. It makes the total large. There are a great many wagons, and transfer teams, and private people, transporting goods over the river.

Q. And that volume is and has been constantly increasing? A. Yes, sir, enormously.

Q. Is it not true that the three corporations, the Wiggins Ferry Company, the Merchants' Bridge Terminal Railway, and the Terminal Railroad Association of St. Louis, together with their subsidiary corporations and the lines leased, operated or controlled by them, have practically all of the facilities for handling the commerce between the States of Illinois and Missouri, at St. Louis, Missouri and East St. Louis, Illinois? A. Yes, sir.

Q. And, of course, by virtue of the control of these facilities, they control that business? A. Yes, sir.

Q. You stated, in answer to a question of Judge Priest's, as I remember, that all of the lines marked on that map (in-

dicating Pitzman map) on either side of the river, in connection with these corporations, were practically switch lines? A. Yes, sir.

Q. Is that true of the Belt Line Railway, that runs around East St. Louis? A. That is a switching road, too.

Q. That is a switching road? A. Yes, sir.

Q. They all file their tariffs with the Inter-State Commerce Commission, do they not? A. I suppose they do.

Q. And the reason they do that is, that they transport commerce between these two States? A. Yes, sir.

Q. The East Line roads, that terminate on the east bank of the Mississippi River, and the western lines, that stop at St. Louis, Missouri, neither of them convey passengers or freight across the river, do they, so far as you know? A. Not that I know of.

Q. And they never have? A. No, sir—I beg your pardon, I do not think I understood your question. Please repeat it.

Q. The roads that terminate on the east side of the river, and the roads that stop at St. Louis, none of them transport passengers and freight across the river—themselves? A. No, sir, only through the medium of the transfer companies.

Q. And if a car comes, say from Denver, destined, via St. Louis, for Indianapolis or Chicago, when it arrives at St. Louis it leaves the rails of the western carrier, and passes over the lines of the Terminal Railroad Association? A. Yes, sir.

Q. Or some connecting carrier? A. Yes, sir.

Q. To the railroad east? A. Yes, sir.

RECROSS-EXAMINATION, BY MR. PRIEST.

Q. I omitted to ask you about the form of bill of lading issued by the Wiggins Ferry Company while you were with

it: You said it issued a bill of lading. Wasn't it commonly called a dray ticket? A. Yes, a dray ticket.

Q. And it was not a bill of lading? A. No, sir. Dray ticket would be the proper name and not bill of lading.

Q. That simply indicated the character of the goods received, and the carrier to whom you were to deliver it? A. Yes, sir.

Q. And it did not assume to carry it through to its ultimate destination? A. No, sir.

Q. You did not issue a bill of lading, but what is commonly called and is known as a dray ticket? A. Yes, sir, that is what it was, a dray ticket.

At this point by consent, recess was taken until half-past two o'clock.

After recess, at 2:30 o'clock, p. m., the following proceedings were had:

S. D. WEBSTER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. S. D. Webster.

Q. What is your occupation, Mr. Webster? A. Railroad freight claim agent.

Q. What railroad are you with? A. The Terminal Railroad Association of St. Louis.

Q. How long have you been with that Association? A. Since 1889.

Q. When was that? A. In 1889.

Q. Have you occupied that same position all the time? A. Yes, sir.

Q. What are your duties; just state in substance what your duties are? A. My duties are the adjustment of

claims for over-charge, loss and damage of freight, which are presented against the company.

Q. Is that all of the duties that you perform? A. Yes, sir.

Q. Is that all that you ever have performed? A. No, sir.

Q. What other duties in connection with this Association have you performed? A. I have been secretary to the president for a part of that period.

Q. What were your duties, in a general way, as secretary? A. My duties were the same as any other secretary of officials—to attend to his official correspondence.

Q. Anything else than that? A. No, sir; not that I recall.

Q. Now, Mr. Webster, in 1892 you were connected with this Terminal Association? A. In the same capacity; yes, sir.

Q. Did you know Mr. W. S. Hodges, who was then with the Wiggins Ferry Company, as general freight agent? A. W. S. Hodges—I think those were his initials. Yes, sir; I knew a Mr. Hodges.

Q. Do you know where he now is? A. I do not know.

Q. Were you pretty well acquainted with him? A. I was acquainted with him officially, in a business way.

Q. That is what I mean. You met him every day for several years, did you not, or nearly every day? A. Yes, sir. I had known him before. He was general freight agent of the Wiggins Ferry Company, I think, and before that he was agent for some railroad, to the best of my recollection.

Q. You know Mr. H. W. Gays, do you? A. Yes, sir.

Q. What road was he with? A. He was with the Indianapolis & St. Louis, and afterwards with the Merchants' Bridge, and with the Wiggins Ferry later.

Q. Was he with the Bridge or the Terminal Company? A. With the Merchants' Bridge Terminal Railway.

Q. In what capacity? A. I think he was general freight agent or manager, or something of that sort.

Q. Did you know, and do you know, Mr. John J. Baulch? A. Quite well, sir.

Q. What company was he with, if any, in 1901 and 1902? A. I am not sure. I think he was agent of the Terminal Railway—general freight agent.

Q. Was he ever with the Wiggins Company? A. He was.

Q. Subsequent to that? A. After Mr. Hodges' time, I think he was general freight agent of the Wiggins Company.

Q. Where is he now? A. He is with the Manufacturers' or Merchants' Railway—I don't know which it is.

Q. With the Busch Railway? A. The Anheuser-Busch Railway.

Q. You knew Mr. Taussig, didn't you? A. William Taussig? Yes, sir.

Q. And you knew Mr. John Scullin? A. Yes, sir.

Q. And, in his lifetime you knew Mr. C. C. Rainwater? A. Yes, sir.

Q. Do you know, of your own knowledge, as to whether or not these three gentlemen, in 1891 or 1892, had a meeting with a view to adjusting and fixing freight rates between the three companies that they represented? A. I cannot say that I do.

Q. You have no personal knowledge on that subject? A. I do not remember.

Q. Have you any knowledge as to the condition of freight rates in 1891 and 1892, as to whether or not they were uniform for the haul from East St. Louis, Illinois, to St. Louis, Missouri, for the Merchants' Bridge Terminal Railway Company, the Wiggins Ferry Company, and the

Terminal Railroad Association of St. Louis? A. I cannot answer as to that specific period. But, as a rule, since 1877, the rates have been the same by all means of transfer across the river.

Q. Have you been connected with this transfer business —this business between these two states, since 1877? A. Yes, sir.

Q. Do you remember the traffic arrangement that was made in 1892 for the maintenance of rates between these three corporations, in which you were named as what is called a "Commissioner of the pool," tonnage pool? A. I don't remember any date.

Q. Well, that was about the time. We need not be specific about the date. A. In 1877, when the St. Louis Bridge was in the hands of the court in bankruptcy, there was an agreement entered into, subject to the approval of the Judge of the Circuit Court for the Eastern District of Missouri, which provided for a pooling of the net cash earnings—net cash receipts, of these companies.

Q. What companies? A. The Wiggins Ferry Company and the Bridge Company's receivers. As no question was ever raised about it, I supposed that the Court approved it, and that the arrangement was continued during the time of the receivership with the sanction of the Court.

Mr. Watts: Q. You have referred to bankruptcy proceedings. I will ask if you do not mean receivership?

A. Receivership, yes, sir.

Mr. Crow: Q. Is that the only pooling arrangement that you have any recollection of? A. I was auditor, or commissioner, subsequent to that, while under the new arrangement. I don't know when it was made.

Q. What do you call the new arrangement? A. When the Bridge Company took its own property, and was reorganized, there was another arrangement somewhat similar to the first one.

Q. That was between the Wiggins Ferry Company and the old Bridge Company? A. The old Bridge Company, —yes, sir.

Q. Are those the only pooling arrangements that you know anything about, in connection with this interstate transfer? A. No, I cannot say that, because there was another one made with the Madison County Ferry Company.

Q. When was that made? A. I cannot give you any dates. I do not remember.

Q. Well, the Madison County Ferry Company was simply taken into the arrangement between the Bridge Company and the Wiggins Ferry Company, was it? A. Yes, sir. I think ultimately the Madison County Ferry was bought out by the Wiggins Ferry Company.

Q. Are there any other pooling arrangements of that kind? A. The general arrangement was continued, more or less—I do not know up to what date.

Q. To refresh your mind a little, I will ask you if you did not act as Commissioner of a pool that was made in November, 1891, known as a "tonnage pool," between the Merchants' Terminal Railway Company, the St. Louis Terminal Railroad Association, and the Wiggins Ferry Company? A. I think probably I did. I don't know when the arrangement terminated, and so I cannot say. But I think it continued sometime after 1890, probably four or five years.

Q. It ran on for several years, didn't it? A. Yes, sir.

Q. That arrangement was the result of a memorandum agreement made between the presidents of those three companies, wasn't it? A. I am not able to say.

Q. Well, do you know whether or not the presidents of the three companies, Mr. Scullin, Mr. Taussig, and Mr. Rainwater, did have a meeting, and arrange—. A. (Inter-

rupting) If I answer at all, it would be to say that I presume they did.

Q. Do you know of your own personal knowledge? I simply ask of your personal knowledge.

Mr. Priest: What does the witness say?

Mr. Crow: He says he has no personal knowledge. I said that I did not care for what he had heard.

Q. Do you know as to whether or not after the Merchants' Terminal Railway Company was opened in 1890, the rates for the transfer of coal across the river, and other commodities, were cut by the Merchants' Terminal Railway Company? A. I do not.

Q. You don't have any recollection of that? A. No, sir.

Q. Well, to be specific, I will ask you if you know whether or not they reduced the tariff on coal, flour, rice, sugar, canned goods, and the heavier grocery supplies from one-half a cent to a cent on the hundred pounds, after the opening of the bridge, in 1890? A. I cannot say that I recall.

Q. What is that? A. I cannot recall whether they did or not. I know that they made some difference between the rates that existed in their published tariff, but I do not know what their tariff called for.

Q. The rates in what? A. In their published tariffs, and those that the other companies published. But I do not know what they were, specifically.

Q. You are familiar with the tariff sheets filed by those companies here with the Interstate Commerce Commission, aren't you? A. Yes, sir.

Q. I hand you certified copies of tariff sheets of the Merchants' Bridge Terminal Railway Company, of the years 1890, 1891, 1892 and 1893, certified to by the Secretary of the Interstate Commerce Commission, giving freight rates on coal, heavy groceries and other commodities, be-

tween St. Louis, Missouri, and East St. Louis, Illinois, and vice versa.

The Commissioner: If you are going to offer this in evidence, it should be described by some exhibit number.

Mr. Crow: I can keep it a little more connected by not offering it now.

The Commissioner: But while you are talking about it, you should show to what exhibit you refer.

The Witness: It could be called "Schedule of Rates Nos. 1 to 29, both inclusive."

The Commissioner: Let it be designated in that way.

Mr. Crow: Q. Now, Mr. Webster, please turn there to the first sheet that has the tariff on coal. What is the date of that? A. (Reading from paper). July 10, 1890.

Q. What does that purport to be—a tariff from where to where? A. (Reading) It says, "Pending the completion of the Terminal tracks of St. Louis, and the issuing of regular freight tariffs, the agents of the St. Louis Merchants' Bridge Terminal Railway will be governed by the following special on the commodity named, in car lots only, from east side railroad tracks to west side railroad tracks, or St. Louis. Article, Coal. Rate, one and one-half cents per hundred pounds, with minimum of $4.50 per car. Signed, H. W. Gays, General Manager."

Q. That is the Merchants' Bridge Terminal Railway Company, is it? A. Yes, sir.

Mr. Priest: Q. You had no part in making this schedule? A. None whatever.

Mr. Priest: Q. It is not a part of your work at all? A. Not at all. I am only saying what it purports to be.

Mr. Crow: He is a railroad man, and is familiar with them.

Q. Who fixes these rates of this kind? What official?

A. The General Freight Agent, or the manager of the company that issues the notice of the rate.

Q. I hand you now Schedule of Rates, Nos. 1 to 5 inclusive, of the Interstate Commerce Commission, being tariff sheets of the Terminal Railroad Association of St. Louis, and ask you to look at the one marked "Freight Tariff No. 15," and state, if you can from that, what the rate of coal was from St. Louis to East St. Louis at that time?

Mr. Priest: Q. Did you have any part in the preparation of that tariff sheet, or the paper which is in your hand? A. I possibly did, but I cannot say that I did.

Mr. Priest: Q. All that you recall about it is what appears on the face of the paper? A. Yes, sir. My name is not connected with it; but, connected as I was with the Terminal Railroad Association, I was very frequently consulted as to what the rate should be.

Mr. Priest: All those things that are properly certified by the Interstate Commerce Commission as schedules on file, we will admit without further identification.

Mr. Crow: I do not want to put them into the record at this time. I have a lot of others, and I want to put them all in at once.

Q. Do you know who was freight agent in 1891? A. There was no General Freight Agent at that time. Mr. Baulch was commercial agent.

Q. Who made the rates at that time? A. Mr. Baulch representing the Terminal Association, in connection with Mr. Taussig.

Q. Do you know what the rate on coal was at that time? A. Yes, sir.

Q. What was it? A. A cent and a half a hundred pounds, minimum 30,000 pounds.

Q. A cent and a half per hundred pounds? A. Yes; that is, thirty cents a ton.

Q. That is for a haul from where to where? A. That tariff will designate where it is from, I think.

Q. Yes, it does. A. (Reading from schedule): It says, "From railroads named above (that is, all the lines on the east side of the river) to Carondelet, and all industrial and intermediate points on the St. Louis, Iron Mountain & Southern to Oak Hill and Carondelet Railroads, to Cheltenham and all industrial and intermediate points on the Missouri Pacific and the St. Louis & San Francisco Railways, and all points on the Wabash Railroad (Union Depot line) east of Forest Park."

Mr. Priest: Q. These were all within the switching limits? A. These were within the agreed switching limits, on which the Terminal Railroad paid for the switching to the roads on which switching was necessary. And the rates paid those railroads for switching came out of the thirty cents per ton.

Mr. Crow: Q. That was true at that time, was it? A. It has been true up to within a few months past, continuously.

Q. It is not true now? A. I believe not.

Q. That was of date, 1891, about September 28th, wasn't it? A. That was September 28th.

Q. Now I hand you this St. Louis Merchants' Bridge Terminal sheet, as part of the exhibit heretofore designated by you as Schedule 1 to 29, being the 29th schedule—and ask you if you can state what the date of that is, and what the rate of coal there is. A. That is in effect November 4th, and the other was September 28th.

Q. Yes? A. This was a new tariff in effect at that time.

Q. It is a Merchants' Bridge Terminal Railway tariff? A. This made the rate on coal; Illinois coal, one and a half cent; Indiana coal, one and one-fourth cent.

Mr. Priest: Q. Now you make that statement from— A. (Interrupting): That is what the tariff says. I am stating what it says.

Mr. Crow: Q. What was the date of that? A. November 4th, 1891.

Q. And what is the one and one-fourth cent? A. One and a half cent; but the terms are different from the other tariff.

Q. Wherein is the difference? A. The other tariff provides—

Mr. Priest: Q. (Interrupting) What other tariff do you refer to? A. The tariff of the Terminal Railroad Association, dated No. 15, of September 28th, 1891.

Q. You mean it is a different service? A. Yes, sir, a different service.

Q. What is the difference in the service? A. The Terminal Railroad service at one and a half cent, thirty cents a ton, with a minimum of $4.50, provided for a delivery on the roads of other railroads, within certain limits, for which the Terminal Railroad, out of its one and a half cents per hundred pounds, would have to pay the switching. This tariff provides for one and a quarter cents—

Mr. Priest: Q. (Interrupting) Which tariff? A. The tariff of the Merchants' Bridge provides a cent and a quarter on Indiana coal and Illinois coal handled between the following railways terminating on the east side, and the following railways terminating on the west side—and those are the five roads that were then on the west side which it had connection with. But it says here, the foregoing rates apply to the connecting tracks of the railways named. The company will not absorb or pay any portion of the switching charges beyond. So practically this tariff was a quarter of a cent higher than that tariff, because most of that coal was carried at half a cent per hundred pounds.

Q. How do you figure that it was a quarter of a cent higher? A. Out of the cent and a half the Terminal Railroad paid half a cent out for switching, so that the Terminal Company got one cent per hundred pounds. On this

tariff they make a cent and a quarter delivered to the railroad, and leave the other man to pay the switching; and therefore they have this quarter of a cent more net per hundred pounds than the Terminal.

Q. That only applies to points off those four or five railroads. To points on those four railroads the service rendered for a cent and a quarter was the same as the service rendered by the other company? A. For a cent and a half, —yes, sir.

Q. And the only reason that the service was different in the case of the Merchants' Terminal was that at that time they did not extend to as many roads' points of connection as the Terminal Railroad Association did? A. No, sir, that is not correct. They say they will not pay the switching to roads that they do connect with.

Q. You said awhile ago that they did pay? A. I said the Terminal paid. This tariff (referring to Merchants' Bridge tariff) says they will not pay.

Q. That says points beyond. A. It says they will pay to the connection—to and from the connecting track of the railways named.

Q. Now did the Terminal Railroad Association pay for switching charges beyond the Wabash tracks with which it then connected? A. "From railroads named above to Carondelet"—that means, coming down the Iron Mountain— "and all industrial and intermediate points"—that means from Twelfth street clear through to Carondelet; to Cheltenham, which is twelve miles out on the Missouri Pacific and San Francisco, and all industrial and intermediate points on the Union Depot line east of Forest Park.

Q. Then you want to be understood as saying that there was no competition there that would interfere with the Terminal Railroad Association in that kind of service, at that time, if those were the charges, assuming that they were? A. I don't see how there could be any competition.

They did not connect with the railroads that the Terminal connected with.

Q. That was in 1891, wasn't it? A. Yes, sir.

Q. We will assume, for the purpose of the testimony, that that is correct. I don't suppose there will be any controversy about that.

Now, if that be true, then there would be no reason for any complaint by reason of that kind of competition on the part of either the Terminal Railroad Association, or the Wiggins Ferry Company? Is that right? A. I am not prepared to say.

Q. I say "that kind of competition." Just take those two services. A. I should say that the Terminal Railroad Association was delivering this coal for less money than the other fellow was.

Q. There would be no complaint, then, to make? A. It would certainly seem so.

Q. I hand you a letter which I believe is addressed to you. It is a copy of a letter purporting to be from Mr. Joseph Ramsey, Jr., to Mr. S. D. Webster, dated June 22, 1893, concerning railway matters in St. Louis. Examine it, and see if it is a copy of letter sent to you at the time named. (Handing witness letter). Do you recognize that as a letter which you received? A. (After examining letter referred to). I do not recall it definitely.

Mr. Priest: This does not purport to be an original. It purports to be a copy.

Mr. Crow: Q. Maybe I can refresh your memory. Do you remember that on the 4th day of November, 1891, there became operative an agreement between the St. Louis Merchants' Bridge Terminal Railway Company, the Terminal Railroad Association of St. Louis, and the Wiggins Ferry Company, under the terms and conditions of which you became the commissioner to determine and adjust the tonnage, and apportion the amount of the joint earnings to

each of the three companies named, on a designated basis that had theretofore been agreed upon as the proportionate share each should receive from the total earnings? A. I do not remember as to the date. I know there was some arrangement by which reports were made to me and upon which I passed, in the manner you indicate.

Q. That was prior to the date of that letter, 1893—because that letter seems to have been the year of the flood, wasn't it? A. Yes, sir.

Q. You remember that that was the year of the flood, don't you? A. No, sir; I don't remember. This refers to a flood in 1892.

Q. Maybe it was 1892? A. And the date is June 22, 1893.

Q. Was the flood the year before, 1892? A. There is always a flood in May or June, known as the June flood, or June rise. I cannot say from my memory. I should say from reading this that there had been a flood in May and June, 1892. It would have to depend entirely on this. Without this I could not have said a thing about it.

Q. Would you recognize the terms of the arrangement, if you should see a copy of it? A. I possibly would. My recollection as to the terms is that they were changed from time to time, by agreement.

Q. I will hand you what purports to be a Memorandum of Agreement between the Terminal Railroad Association of St. Louis, the Wiggins Ferry Company, and the Merchants' Bridge Terminal Railway Company, unsigned, made in 1891.

Mr. Priest: It is not claimed that this memorandum which you handed the witness was made by the witness, is it?

Mr. Crow: Oh no.

Mr. Priest: Or that it is the original memorandum?

Mr. Crow: I asked him awhile ago if he would know

those conditions if he saw them. I am not going to try to get him to say that he made them, because he did not make them. I thought perhaps he had seen those conditions.

Mr. Priest: I think you have mis-described this paper. You said "Merchants' Bridge Terminal Railway Company" was a party to it. That is not mentioned.

Mr. Crow: We have another, of a later date, with them all in it.

Mr. Priest: I only want to get this accurate.

Mr. Crow: Q. Look at this, Mr. Webster (handing witness paper referred to), and see if you ever saw the original or a copy of these conditions—the memorandum of agreement? A. I am not prepared to say whether I ever saw such an agreement or not. I would have to see the agreement to make sure. This is a mere memorandum, without head or tail, and merely purports to recite certain parts of the agreement.

Q. It purports to be a memorandum of an agreement, which was unsigned, and never was signed? A. It says here the memorandum was signed by the Terminal Railroad Association by W. T., President, and the Wiggins Ferry Company by J. S., President, August 4, 1894. And there is a memorandum following not signed, at all.

Q. The memorandum that follows shows that it never was signed, don't it?

Mr. Priest: The paper seems to be contradictory, then.

Mr. Crow: Yes, it is contradictory. They intended to sign it, but they never did.

Mr. Priest: He says it was signed.

Mr. Crow: This is only a copy of the original agreement, made at Union Station.

Mr. Priest: This says it was signed.

Mr. Crow: They put that on there themselves. We will not dispute it.

Q. You don't recollect seeing it? A. No, sir.

Q. You could not identify it, under these circumstances? A. No, sir.

Q. But there was an agreement along those lines? A. Yes, I suppose there was. I don't remember what the agreements were from time to time. As I stated before, there was some arrangement, and the tonnage was reported to me.

Q. And after the tonnage was reported to you, what were your duties? A. I compiled it, and furnished statements.

Q. To whom did you furnish these statements? A. I do not remember the individuals.

Q. Oh, no; I don't mean individuals. A. To the proper officials of the various parties?

Q. At this time, beginning in 1891, that referred to what company, the Wiggins Ferry Company? A. I should say the Terminal Railroad Association, and the Wiggins Ferry Company.

Q. Anybody else? A. I do not recall it at this moment. I don't know when the arrangement was made with the Merchants' Bridge Terminal Railway. There was such an arrangement.

Q. When it was made, the same statement was furnished them? A. The same practice would apply.

Q. What did this statement contain? A. To the best of my recollection, the number of cars, the earnings from the cars—

Q. (Interrupting): The gross earnings? A. The gross earnings. And the percentages.

Q. What do you mean by "percentages"? A. If one company had earned, say $75,000, and another $25,000, out of the $100,000 one would have earned 25 per cent and the other 75 per cent.

Q. All the net earnings would have been divided on that

basis? A. No net earnings about it. Those were gross earnings. The pool I spoke of in 1877, which was approved by the United States Court, was a pool of net receipts, after paying all expenses.

Q. This pool was a tonnage pool, wasn't it? A. Yes, sir.

Q. Tell us how the division was made on the tonnage pool? A. It is not proper to say it was a tonnage pool. It was a pool of earnings, gross earnings—but the tonnage was reported.

Q. Isn't it what is commonly known as a tonnage pool? A. No, sir.

Q. It is not? A. Not to the best of my belief.

Q. Tell us how it was operated, and how each company got its proportionate share? A. As I said, there was a statement made showing the number of cars.

Q. In the first place, didn't you have a basis to go on, as to what per cent each company should receive? A. That goes as to a division. You don't have to have any statement as to what each is to receive, when it is only reporting what traffic it handles. The two are not the same.

Q. Well, go ahead with your explanation. A. There was a report sent to me by the different companies daily of their business, showing the number of cars and the earnings from the traffic. That was tabulated at the end of the month for each company, showing the total number of cars for that month, the earnings for that month, and the joint earnings. Then a percentage statement was made, showing what percentage each had earned of that business. It varied, of course—it would not run evenly—that is, to the best of my recollection. Then by one of the agreements you understand there were several arrangements, not made by me, and I cannot be clear as to all of them—by one, at least, of them it was arranged that when the statement was made there was to be an adjustment by which the company receiving an excess, doing business in excess of a

certain percentage, a certain amount, was to pay to the other company that excess. That was changed from time to time as the earnings fluctuated, so there is nothing definite. It is practically an agreement to maintain rates. That is all it amounted to.

Q. And that is all that it was, in practical effect? A. Yes, and it was a very desirable thing to have.

Q. And that is the arrangement that you acted as commissioner for? A. Yes, sir.

Q. I believe that is the title that you had, in railroad parlance? A. Yes, sir.

Q. I hand you a paper and ask you to examine it (handing witness copy of statement).

Mr. Priest: These appear to be copies and not originals.

Mr. Crow: No, I have not the originals in my possession. These are copies that came through the office of the Interstate Commerce Commission. I am simply using these here because he did this business himself, and made these reports, and I want to refresh his mind about them.

Mr. Priest: Please describe the paper so that the witness can identify it, and set at rest all controversy regarding the identity of it.

Mr. Crow: They are copies from the office of the Interstate Commerce Commission.

Mr. Priest: If you had it certified by the Interstate Commerce Commission, there would be no question. A comparison with the records will show their accuracy.

Mr. Crow: Q. Is that the form of statement that you would make when you were acting for the Company? A. As near as I can recall it is. Whether I made the statement or not, I do not know.

Q. I was not asking you that. I was asking whether that was the form of the statement? A. It is.

Q. Now here are two more statements, that I want to call your attention to.

Mr. Priest: I see they have here in the right-hand corner of all these papers, in red ink "W. A. D. E. H. B. 17-1/2."

Mr. Crow: They are marks of the Interstate Commerce Commission. They are not my marks.

The Commissioner: I want to call your attention to the fact that the witness' testimony is absolutely unintelligible, because the Court does not know what paper he holds in his hand when he testifies. You say "this," but there is nothing to show what "this" refers to.

Mr. Priest: I have been trying to insist upon that. The papers are not offered in evidence. If they were offered in evidence, it would be all right.

Mr. Crow: I hand you two papers, marked "Exhibits E & G," being in type-writing, with numbers in the right-hand corner of Exhibit G, 19, and the right-hand corner of Exhibit E, 17-1/2, in red ink; and ask you to look at the letter again that I called your attention to awhile ago, directed to S. D. Webster, of June 22nd, 1893, and signed by Joseph Ramsay, Jr., and tell me whether or not you now have any recollection of that transaction, and if so, what it related to?

Mr. Priest: Of course, it is perfectly obvious that these papers are not in evidence, and cannot be put in evidence for any purpose whatever. They cannot be offered to the witness for the purpose of refreshing his memory. They do not fall within the classification of those papers which are entitled to be submitted to the witness to refresh his memory. They are not originals, and do not purport to be originals. They do not purport to be certified copies. It does not appear from what source they came. But we are not objecting to them. As I said to the gentlemen just now, if you get papers from the Interstate Commerce Commission, duly certified, we are willing to accept them, and

let them go in evidence. But I submit there ought to be some way of getting these things in right.

The Witness: I have no recollection of it, apart from what would be suggested by the copy of the letter itself. As a transaction, I recall nothing of it whatever.

Mr. Crow: Q. I will ask you if you have any recollection of having made any report, such as Exhibits E and G, marked as indicated in the last question? A. Assuming that letter to have been written to me, I would say that I have no more recollection of it than I have what I paid for my dinner on the 15th of May, 1892.

Q. Have you possession of these records of this class? A. I am not able to say. I had some, but I think they were destroyed. There was no occasion for retaining them.

Q. I hand you now a paper marked "Statement of Joint Earnings, August, 1892," in writing, pen and ink, words and figures, and ask you if you ever saw that?

Mr. Priest: Is that the way you are going to identify it?

Mr. Crow: That is all the identification there is to it. Look at it, and see.

Mr. Priest: I understand you offer that paper in evidence?

Mr. Crow: No, sir. I am showing it to him, and asking him if he ever saw it.

Mr. Priest: Let us get something in evidence.

Mr. Crow: We are getting something in.

The Witness: My name is not signed to it, but it appears to be in my handwriting.

Q. What is it? What does it purport to be? A. Statement of joint earnings, August, 1892.

Q. Joint earnings of what? A. It does not say what.

Q. Do you know what? A. I do, from the general details.

Q. What is it? A. Earnings of the St. Louis Bridge,

the Wiggins Ferry, the amount of them together, of the Merchants' Bridge, and the total.

Q. Why did you make that, and what was the object of it? A. Probably in accordance with what I have testified to, that it was made part of my business at that time to make up such statements from the daily reports sent me.

Q. For what purpose? A. To be furnished the companies in interest.

Q. In accordance with the agreement for the maintenance of rates and division on the basis agreed on? A. Presumably.

Mr. Crow: Now, I offer that sheet in evidence, and mark it "Complainant's Exhibit No. 24."

The paper referred to is so marked.

Mr. Crow: Q. I hand you another statement. What is that, Mr. Webster? A. It is a similar statement for March, 1892. "Statement of joint earnings, March, 1892."

Q. Is that signed by anybody? A. That was signed by myself.

Q. And it was made for the same purpose as the other one? A. Without question, to my mind.

Q. And under the same arrangements? A. Yes, sir.

Mr. Crow: We offer that paper in evidence, and ask that it be marked "Complainant's Exhibit No. 25."

The paper referred to is so marked.

Q. How long did this arrangement continue? A. I am not able to say, as I stated before. There were several different arrangements, and they were finally terminated. I don't know when—so far as I am concerned, they may be continued yet—but I have some doubts about it.

Q. Do you know about what year you ceased to be commissioner to adjust matters for the company, under this arrangement? A. I cannot tell—no, sir.

Q. Can't you approximate it? A. No, sir. It ran along for so long that it got to be second nature, and after

it was dropped, it was dropped. I should think, though, quite a while before 1900.

Q. Before 1900. Now, do you know whether or not there was any arrangement from the year 1900 on? A. I do not.

Q. Do you know, in a general way, what the freight rates were as to whether they were the same? A. So far as the published rates are concerned, they have been practically the same from—well, you might say, since the pool approved by the United States Circuit Court.

Q. Don't you know that for awhile there after the Merchants' Bridge was opened, that there was a cut in the rates? A. I think their published rates were about the same, but they made some special rates which were not published. I think that is the way the thing stood.

Q. Well, of course, the tariff sheets on file with the Interstate Commerce Commission show very clearly what those rates were, and I would not ask you to tax your memory all those years about that. A. I could not do it. Could not begin to.

Q. From 1900, about that time, on, you don't know anything about whether there has been any agreement or understanding? You have not had anything to do with the tariff business at all? A. I know that in substance the tariffs have been the same. And, as I stated before, I think it is very desirable they should be.

Q. Now, after 1893, weren't the tracks of the Merchants' Bridge Terminal Railway Company connected up with the Terminal Railroad Association tracks—or do you have any knowledge about those things? A. I would have to ascertain. I know that after the elevated road, as they call it—the L, the high line—was built—

Q. (Interrupting): Down on the levee? A. Yes. They connected it by an approach above over the Missouri Pacific and St. Louis & San Francisco roads.

Q. That is out of your department, however, isn't it? A. It is out of my depar'ment. It was in furtherance of a very desirable extension of the business, however.

JOHN J. BAULCH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. John J. Baulch; residence, No. 3900 Cleveland Avenue, St. Louis, Mo.; Superintendent of the Manufacturers' Railway.

Q. How long have you been in the railroad business, Mr. Baulch? A. Since 1872.

Q. Thirty-four years? A. Yes, sir.

Q. How much of that time has been spent in the city of Louis? A. Since I came to St. Louis, in 1873.

Q. Did you go into the employ of a railroad company then? A. The old Kansas City & Northern road.

Q. In what capacity? A. Ticket agent at Biddle street.

Q. What road were you next employed with, and when? A. I went from there to the Cairo & St. Louis Railroad at Murphysboro, for a year and a half, with Mr. Hinckley, who had been Assistant Superintendent of the old Kansas City & Northern road.

Q. What road did you go with from there? A. To the Union Depot.

Q. St. Louis? A. St. Louis.

Q. In what capacity? A. As cashier of the Kansas City & Northern Railroad, who ran a station at that time in that depot.

Q. And how long did you stay there? A. From January 4, 1877, to January 4, 1894.

Q. 1894? A. Yes; seventeen years.

Q. With the Terminal Railroad Association? A. It was not known as that then. It was known as the St. Louis Bridge Company. I was with them all through the different changes, and do not carry the different changes of name in my mind.

Q. Were you ever with the Wiggins Ferry? A. From 1894 to somewhere about 1903, I think.

Q. The time of the sale, in 1902? A. Well, I had left the Wiggins Ferry and gone to the Interstate in the interim, and then back to the Wiggins again from the Interstate.

Q. What various positions did you occupy with what is now called the Terminal Railroad Association? A. I was cashier, and chief clerk, and assistant agent, and agent, and commercial agent.

Q. As commercial agent, what were your duties? A. To solicit traffic, and look after the movement of it.

Q. Did you have anything to do with the fixing of tariffs? A. I published the tariffs.

Q. In what capacity were you with the Wiggins Ferry Company? A. General Freight Agent.

Q. Same capacity that you had been with the Terminal? A. Practically; different title.

Q. Do you remember the opening of the St. Louis bridge for business? A. Yes, sir.

Q. Do you remember about what year it was in? A. No, I do not, really.

Q. Do you have any recollection as to whether or not the opening of that bridge and Terminal Railway, witnessed a cutting of the rate for freight business between East St. Louis, Illinois, and St. Louis, Missouri? A. As I remember, their tariffs were published about along the same line as those that were already established by both the Wiggins Ferry Company and the Eads Bridge.

Q. Did they maintain those terms? A. As far as I know, they did.

Q. They did. I will ask you if you have any recollection, in 1891, of attending a meeting down near Jefferson and Park Avenues, in this city, at which meeting there was Mr. John Scullin, President of the Wiggins Ferry Company; Mr. Taussig, President of the Terminal Railroad Association; and Mr. Rainwater, President of the Merchants' Terminal Bridge Railway; Mr. W. S. Hodges, General Freight Agent of the Wiggins Ferry Company; Mr. H. W. Gays, who occupied a similar position to Mr. Hodges with the Merchants' Bridge Terminal Railway; and yourself, occupying the position of General Freight Agent of the Terminal Railroad Association of St. Louis? A. I have a dim recollection that we had a meeting down there, but that is all.

Q. Do you know what the object of it was? A. As far as I can recall, the object of that meeting was to maintain the rates across the river at this point.

Q. At a uniform charge from all three companies? A. It was figured that the rates as quoted were only fairly remunerative to the companies, and it would be to the interest of all concerned to maintain them.

Q. There had been some complaint on the part of Mr. Scullin's line, hadn't there? A. Well, I guess there was a complaint from each one of them against the other, all the time, practically.

Q. Were there any subsequent meetings held to carry out the arrangements that were made there that night? A. I do not recall.

Q. Do you recollect a meeting that was held along in October, 1891, at the old Union Station, at which these three presidents were present, and you three general freight agents were outside, and you waited for them until they got through? A. No, I don't remember that particular case.

Q. Do you remember an unsigned memorandum of an agreement that was made on that occasion, with reference to the transfer of freight and the division of the business? A. No, sir.

Q. You don't have any recollection of that? A. I have no recollection of anything of that kind.

Q. You would not say that it was not made? A. It don't sound as though it was a logical proposition. That is all. I don't think it was ever made. It may have been.

Q. Well, how were these arrangements carried out, if there was no agreement made? A. I don't know. If there were any such arrangements, they were not left to the traffic officers.

Q. Was there an arrangement for the maintenance of rates, up to the time that you left the Terminal Railroad Association? A. There was an understanding, at any rate. I don't know that there was any arrangement. My instructions from my president were to maintain the rates.

Q. When was it you left? A. In 1894, and went to the Wiggins Ferry Company.

Q. After you went to the Wiggins Ferry Company, was there any understanding there as to the maintenance of rates? A. My instruction from Mr. Sands, who was in charge there, was that the rates were to be maintained.

Q. That is, that the rates were to be the same as the Merchants' Terminal Railway and the Terminal Association? A. There was a basis for all those charges, and they were considered fair and reasonable, and fairly remunerative to the companies who handled the business.

Q. But they were to be the same charges from all three of the companies—that was the arrangement, wasn't it? A. That is what the published tariffs showed.

Q. I am asking you about your understanding? A. My instructions were not to deviate from the rates in the pub-

lished tariffs. And the published tariffs read, I believe, just the same as the Merchants' and Eads Bridge tariff.

Q. They were all alike? A. They were all alike?

Q. How long did you stay with the Wiggins Ferry Company? A. Eight or nine years.

Q. That would be 1901 or 1902? A. Somewhere along there.

Q. And that was operative then? A. Yes, sir.

Q. Do you know when the Wiggins Ferry Company sold out? A. About three years ago. I think it has been about three years ago, now.

Q. 1903, was it? A. 1903 or 1902.

Mr. Lehmann: 1902. A. Time flies so. It was four years ago, then.

Q. Then you went to the Manufacturers' Railway? A. Yes, I went to the Manufacturers' Railway from the Wiggins.

Q. Are you acquainted with the general character of the business, and the manner in which it is carried on, between St. Louis and East St. Louis, as to transferring freight and passengers? A. Yes, sir.

Q. And have been for many years? A. Yes, sir. The practical handling of the business? Yes, sir.

Q. Do you know whether or not the Merchants' Bridge Terminal Railway Company publish a time-card? A. A freight time-card?

Q. No, sir; any kind of time-card? A. I do not know —no, sir.

Q. Do you know whether they run passenger trains in and out of Union Station? A. The Merchants' Bridge Terminal Railway Company?

Q. Yes. A. Oh, yes, I know they do, because I have entered Union Station by way of the Merchants' Bridge.

Q. You understand I mean Merchants' Bridge Terminal Railway trains, not the trains of other roads? A. I don't

know anything about that. I thought you meant trains of other railroads.

Q. No. A. I don't know anything about their passenger traffic.

Q. Have you ever been over to Brooklyn or Venice? A. Not on their trains.

Q. Not on their trains? A. No, sir.

Q. Do you know anything about the price for hauling coal from East St. Louis, Illinois, to St. Louis, Mo., being cut in 1901—being reduced, while you were with the Wiggins Ferry Company? A. There was a circular printed, but not issued, making the rate one cent a hundred pounds to the tracks of the Wiggins Ferry Company at St. Louis.

Q. From East St. Louis? A. From East St. Louis—yes, sir.

Q. Why was it not issued? A. I am unable to tell you that. Mr. Sands instructed me not to issue the circular, and it was not put out.

Q. Do you know whether or not the Terminal Railroad Association has run passenger trains of its own across to East St. Louis and other points in Illinois? A. There was a train run for a time, and I believe that the Bridge Company controlled it, between the Union Depot and the National Stock Yards.

Q. For carrying passengers? A. Yes, sir.

Q. Where did it run to, from the Union Station to the National Stock Yards? A. From the old Union Depot, at Twelfth street, to the National Stock Yards.

Q. About how far was that? A. About four miles, I should judge.

Q. Was it a daily train? A. I believe that it was.

Q. Open to anybody to ride on that paid the fare? A. Yes, sir.

Q. Tickets for it sold at the old Union Station? A. I think so.

Q. You were in the employ of that company for a long time? A. Yes; but I had nothing to do with the passenger business.

Q. Mr. Baulch, what is the largest item that comes in from the East in the way of shipments, in tons, to St. Louis? A. Coal.

Q. Does that come from distances close by, or far? A. The majority of it is Illinois coal.

Q. Well, within a radius of how many miles, should you say most of it comes? A. Forty-five, I should judge.

Q. Forty-five to one hundred? A. Forty-five to one hundred. There is not much of that extreme southern coal gets here. There are some shipments, but not very much of it.

Q. Do you know anything about the transfer charges for passengers on trains across the bridges? A. Absolutely nothing.

Q. Don't know anything about that? A. No, sir.

Q. Were you at more than one of these meetings where arrangements were made for the maintenance of rates? A. I presume I was.

Q. Do you recall any of them now? A. No, I do not. The general idea was that, as far as possible with the tonnage that was being handled across the river at this point, the rates ought to be maintained, and the business handled through the channel that would offer the least resistance.

CROSS-EXAMINATION, BY MR. H. S. PRIEST.

Q. That is, through the most economical and direct channels? A. The least resistance, both physically and financially.

Q. The published rates were observed? A. Yes, sir.

Q. Did I understand you to say that the St. Louis Terminal Railroad Association ran a passenger train between the Union Depot in St. Louis and the National Stock

Yards? A. I don't remember whether it was the Terminal Railroad Association. The old St. Louis Bridge Company ran for awhile what we knew as the "beef canning" train, and that took people from the old Union Depot to the National Stock Yards, and took them back again.

Q. That was simply for the employees? A. That was simply to serve the employees of that industry.

Q. At the stock yards? A. At the stock yards.

Q. And that train was abandoned years ago? A. I don't know. I know that I have seen it going back and forth, in connection with my other duties, but don't know anything about where it was run, or how long it was, or when it was taken off.

Q. The Wiggins Ferry Company did not own passenger cars, did it? A. Oh, no. They had a few old dump cars for their use, but no cars of their own.

Q. For construction purposes? A. Yes, sir, for construction purposes.

Q. And they owned no freight or passenger cars? A. No, sir.

Q. And the same applies to the St. Louis Terminal Association? A. The St. Louis Terminal Association and the Bridge Company owned only such cars as they needed in their construction work about the place.

Q. And the same is true, so far as you know, of the Merchants' Terminal Railway? A. Yes, sir.

Q. All three of these companies were simply operating as switching or transfer companies from one line to another; they were not operated as railroads are generally operated, they only served as drays for other railroads entering from East St. Louis to St. Louis? A. That is all.

Q. And all of those tracks of which you have any knowledge, belonging to either of these three systems, were used not for running an independent train, but for connecting

traffic between East St. Louis and St. Louis with their destination? A. Yes, sir.

Q. Your company did not issue any regular bill of lading, did it? Only issued what is called dray tickets? A. There were never any regular bills of lading issued by either of the three companies, the Merchants' Bridge Terminal Railway Company, the Wiggins Ferry Company, or the Terminal Railroad Association.

Q. Simply dray tickets? A. Simply dray tickets, that they exchanged for a bill of lading at the railroad company's office.

Q. When the freight reached the railroad company's office, then a regular bill of lading was issued? A. Yes, sir.

Q. Mr. Baulch, you have had many years' experience as a traffic and railroad man. Now with respect to independent railroads, having connection, the method of delivering freight from one to the other is to have a delivering track and a receiving track at the point of junction; and the one delivering has to put the car up on the delivering track, to be inspected by the receiving company, and, if found in good condition, accepted. That is true, isn't it? A. That is the method; yes, sir.

Q. So that, assuming the Merchants' Bridge line is independent of the St. Louis Terminal Railroad Association, at the point where they have physical connection, following the usual railroad practice, that is the practice that maintains with respect to an independent railroad, the Merchants' Bridge Company would place upon a delivering track a car which it would want to be delivered by the Terminal Railroad Association, and would await the inspection by the Terminal Railroad Association, and if the car passed inspection by the Terminal Railroad Association, it would be accepted by that company; is that correct? A. That would be the practice.

Q. So that if you wanted to deliver down here at a given

point (indicating) on the line of the St. Louis Transfer Company, a car that was received by the Merchants' Terminal Railway, that would pass from the Merchants' Terminal Railway to the St. Louis Terminal Association, and thence for delivery to the Transfer Company, and thence from the Transfer Company to the Iron Mountain Company; it would go through those four inspections, wouldn't it? A. Yes; each company would inspect the car upon receipt, and it would then be turned over and taken in charge by their engine, and taken as far as their road went, and put on a siding for the inspection by the next company, and they, in turn, would take it from them and move it on to its destination.

Q. Now, if those companies were all one line, there would be no inspection except at the point where the car was received, and carried on through by the one train to the point of destination? A. If there was only one management, or there was an arrangement by which it was carried through to destination, there would be only one inspection before the point of destination.

Q. That could be more expeditiously done, and more economically done, than under independent management? A. Very much more so—yes.

Q. Now would you express the opinion that if all of these lines were simply doing a switching business, or a terminal business, for the railroads that enter St. Louis or East St. Louis, that it would be in the interest of economy and dispatch, and for the good of commerce, that these several lines should be under one management? A. It has always been proven so. Because the location here in St. Louis is of such character that each company has a particular territory to serve; and the Merchants' Bridge taking business that ought to go through the Wiggins Ferry Company, or the Eads Bridge taking business that ought to go

to the Merchants' Bridge, or vice versa, would simply make more or less friction, loss and delay.

Q. So that instead of this assumed unity under one management of these railroads being an obstruction to commerce, it is a help to commerce in St. Louis? A. If it is handled practically, it would certainly be a help to commerce.

Q. You don't regard the business in East St. Louis as foreign to that of St. Louis, do you? A. What is that?

Q. You don't regard the business in East St. Louis, as foreign to that of St. Louis, commercially, do you? A. Oh, no sir.

Q. You treat East St. Louis, in a commercial sense, and in the sense of a traffic manager, as forming a part of St. Louis, don't you—one point? A. Yes, sir.

Q. So that whatever system of terminals is established in East St. Louis ought to be extended to St. Louis, and whatever exists in St. Louis ought to be extended to East St. Louis? A. One could not exist without the other.

Q. Do you know, Mr. Baulch, that within the past six or eight years the commerce of St. Louis has increased very rapidly? A. I don't know just what it has done in the last six or eight years. I know there has been a very great increase. There has been a gradual increase year by year.

Q. And an increase upon the maxim of each year previous? A. Of each year previous. I think since 1893 the business has gradually increased.

Q. And the commercial conditions have changed in the past ten or twelve years? A. I think so.

Q. Now assuming that all of the railroads that are competing for the commerce of St. Louis or East St. Louis, have a joint interest in both East St. Louis, St. Louis, and the adjacent territory; that gives to each one of those roads an opportunity to compete for the business originating at or destined to any point along the lines of the terminals,

does it not? A. It gives each railroad the same opportunity that its competitor has to handle business to or from any point on the terminal tracks of St. Louis.

REDIRECT EXAMINATION, BY MR. E. C. CROW.

Q. Mr. Baulch, did I understand you to say, in answer to a question of opposing counsel, that from the railroad standpoint St. Louis and East St. Louis were identical? A. Commercially, I should say they were identical; that business intended for St. Louis, when it reaches East St. Louis, is practically within the territory, when it is handled into the yards of the railroads terminating in East St. Louis.

Q. Then the logic of that would be that goods ought to be delivered, from a railroad standpoint, in St. Louis as cheaply as in East St. Louis? A. Mr. Crow, there is just as much reason for a charge across the Mississippi River, between East St. Louis and St. Louis, as there is between any other points between New York and East St. Louis.

Q. Why is that so? A. Why?

Q. Yes. A. Well, the physical position of St. Louis is on the west side of the Mississippi River. The railroads do not have their depots on this side of the river, and cannot have them. And they are established on the other side. And, while the physical condition is that the railroads terminate in East St. Louis, they have by means of various transfer lines an opportunity to get their business to this side of the river, or by ferry and wagon, if they choose. And it is as much a part of the railroads between New York and St. Louis—this Terminal Railroad is, or the transfer lines are—as is the division between Indianapolis and East St. Louis on the Vandalia line of the Pennsylvania system, running into East St. Louis.

Q. Then you say there ought to be this charge because they cannot get into St. Louis. Why can't they get into St. Louis? A. I don't know why they can't, unless it is be-

cause they are not wanted in St. Louis. The Pennsylvania line built a million dollar terminal here that has never been used. Perhaps they can tell something about it. I don't know why, and I have handled a great deal of business into St. Louis.

Q. There is no physical reason why they cannot get in? There is nothing about the Mississippi River to prevent putting a bridge over it? A. Oh, no.

Q. Isn't this the reason that they are not in here, because they have got a combination to control the ingress and egress to and from the city from the East? A. I don't think so.

Q. You don't think so? A. No, I don't think so.

Q. How do the railroads get into New York City? A. They get into New York City—the New York Central goes in on its own tracks into New York, and that is the only railroad that does. All the rest of the traffic into New York City—and with that goes what comes by the New York Central, by the way—has a terminal charge of three cents per hundred pounds on it, and this is deducted before the rate is pro-rated. Every pound of freight that goes in and out New York City has a three-cent per hundred pounds embargo on it, which is absorbed out of the rate before the divisions are made.

Q. Now the charge that is made here is simply an arbitrary charge, isn't it? A. I don't know whether you would call it an arbitrary charge or not.

Q. It is not based on the cost of the service, is it? A. I don't know about that.

Q. For instance, in the hauling of coal, it is simply arbitrary, isn't it? A. I don't think so. If you had to build a bridge, and a tunnel, or build a bridge across the river, you would expect to be remunerated for the service you render.

Q. Do you say it is based on the service rendered? A. I should think so.

Q. If that is true, why is it that at one time they fix it at fifteen cents, and at another time raise it to thirty cents? A. I did not know it was ever fixed at fifteen cents.

Q. Don't you know that? A. I don't think it was. Was it?

Q. When you were with the Terminal. A. At fifteen cents a ton?

Q. Yes. A. I do not remember it. Your saying that it was fifteen cents a ton brings to mind something of that kind, but I don't remember that it was ever hauled at that price. It may have been.

Q. Well, they did not haul it at a loss if they hauled it at fifteen cents, did they? A. I don't know that the Terminal ever made a dollar.

Q. Well, they did not haul it at a loss, did they? A. They must have done so. I should think so.

Q. Don't you know, as a matter of fact, that the Terminal Railroad Association compels the people to pay the cost originally of all the Terminal properties, and all the operating expenses of the fourteen contributing lines—and yet you say that they don't make any money? A. I don't so understand it.

Q. You don't so understand it? A. No, sir.

Q. You know that they are bonded for a sufficient amount of money to pay for these terminals, don't you? A. I have seen the circular that pretended to offer the bonds for sale, but I don't know anything about it.

Q. But, as a matter of common knowledge, you know it? A. I know that they are bonded. But I don't know it is a matter of common knowledge.

Q. You say that they did not make anything? A. As a matter of experience, I know that they did not make it while I was there.

Q. What makes you say that? Did you examine the books? A. I did not.

Q. Then what makes you say that? A. Well, because the Bridge Company went into the hands of a receiver twice while I was connected with it.

Q. When was that? A. Twice.

Q. It was a long time ago, when they sold it? A. I don't know.

Q. They never went into the hands of a receiver the second time, did they? A. I don't know. I thought they did. Oh, no, it was the Wabash & Pacific Railroad.

Q. Do you have any recollection of being appointed on a Committee with H. W. Gays, and W. S. Hodges, to make up an agreement, in 1891, for the fixing and maintenance of rates between the three companies, the Merchants' Bridge Terminal Railway Company, the Terminal Railroad Association of St. Louis, and the Wiggins Ferry Company? A. I may have.

Q. Well, you were, weren't you, as a matter of fact? A. I don't remember just exactly. I may have been, and probably was.

Q. You were on that committee, and got up that sort of agreement, didn't you? A. I never made any agreement.

Q. Didn't you make up an agreement, and submit it to the presidents of the companies, you three men? A. We may have done so.

Q. Well, did you, or did you not? A. I don't recollect. I have not had my memory jogged on that for a long time, and it would be in the order of business, if we were instructed to do so, to do it.

Q. Suppose you think that over, and let me know to-morrow, will you? Perhaps if you cannot think of it, I will jog your memory.

Mr. Crow: I want to examine Mr. Baulch some more to-morrow.

Mr. Priest: Why don't you finish now?

Mr. Crow: I will telephone him when I am ready for him again.

Mr. Priest: You have to conclude with one witness before you can bring another one on.

Mr. Crow: I do not suppose I can reach any more of my witnesses by telephone to-night.

The Commissioner: But there is no reason why you cannot finish with him the first thing in the morning, is there?

Mr. Crow: I don't know. There may be. I will let you know in the morning. I rather think that I can conclude with him right away. That is my opinion, but I do not want to make any agreement to that effect. Something might intervene.

At this point the further hearing of testimony is adjourned until Wednesday, July 11th, at ten o'clock, a. m.

R. E. Rombauer, Special Commissioner.

St. Louis, July 11, 1906.

Met pursuant to adjournment as above, on Wednesday, July 11, 1906, at ten o'clock, a. m., in the U. S. Court of Appeals Room, in the Federal Building, St. Louis, Missouri:

Present: Mr. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Charles Nagel and Chester Krum in behalf of the Government; and Messrs. M. F. Watts, H. S. Priest and F. W. Lehmann, in behalf of the defendant.

The following proceedings were had:

BRECKINRIDGE JONES, a witness of lawful age, being duly produced, sworn and examined in behalf of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Jones, do you remember the year in which the Rock Island Railway bought an interest in the Wiggins Ferry Company? A. Well, really, I cannot say just what year it was, General. I remember the transaction very well.

Q. It was three or four years ago?

Mr. Priest: It was in 1902.

A. I think that was about the time. I would not be sure whether it was 1902 or 1903, but it was three or four years ago.

Q. Did you represent anybody in that transaction? A. The Mississippi Valley Trust Company did.

Q. Through you? You represented the Mississippi Valley Trust Company? A. I was an officer of the Trust Company. I had no personal interest in it.

Q. What roads in interest did the Mississippi Valley Trust Company represent? A. We represented at the start of the matter, the Missouri Pacific and the Wabash Railroads.

Q. The Missouri Pacific and the Wabash? A. Yes, sir, and I think possibly the Iron Mountain Railroad.

Q. That is a part of the Missouri Pacific. A. I have forgotten whether the two or three of them signed—but it was the Gould interests.

Q. Subsequently did you represent other interests? A. Yes, sir, we represented them at the start; action had been taken very quickly, before others could be consulted, and later the number of them was seven.

Q. You mean the number of roads? A. Yes, sir, the number of roads.

Q. That you represented? A. That we represented.

Q. Do you know what seven they were? A. I have, of course, all that memorandum at my office, and I have not refreshed myself on that.

Q. Maybe you had better telephone down and get that? A. I don't think there is any question about what those seven roads were.

Q. If you know, just state it; it is a matter of refreshing your own memory. A. I can state it, I think, with reasonable accuracy. There was the St. Louis & San Francisco Railroad Company; the Louisville & Nashville Railroad Company; the Pennsylvania, or Vandalia Railroad; the Wabash; the Missouri Pacific; the Big Four, and the Baltimore, Ohio & Southwestern Railroad.

Q. You stated, I believe, that it was necessary to act quickly in the matter when it originated. Do you know the reason for that? A. The reason was, as I understood it—I got home one day, I think it was on a Friday, from New York; in the office they told me there had been a negotiation on about the sale of Wiggins Ferry Company, and the next day, or that afternoon and the next day, we had some conference with Mr. Church and Mr. Scanlan, as representing various stockholders of the Wiggins Ferry Company, and we presented the matter to our connections—at least to the Gould interests—to know if they would like to buy that stock. They authorized us to proceed. And then it was a question who would get control, and who would get the stock. The Mercantile Trust Company was in the market purchasing it under one arrangement, and we were in the market purchasing it under another. It was for a few days a very spirited contest, and it was that I called for quick action in the matter.

Q. With whom did you communicate, representing the Gould interests—what man? A. My communications personally were through Mr. Walsh. Mr. Walsh was President of the Mississippi Valley Trust Company at the time, and I was the Vice-President. I think personally I did not communicate with them at all, but Mr. Walsh communicated with them, through Mr. Ramsay.

Q. Mr. Joseph Ramsay, Jr.? A. Yes, he was President of the Wabash Railroad at that time.

Q. None of the Missouri Pacific officials were communicated with? A. Whether that very day or not, I don't know; but I know in this matter of the Wiggins Ferry Company, Mr. Ramsay and Mr. Harding of the Missouri Pacific Railroad were the two I came into contact with. But originally Mr. Walsh brought the matter to their attention. I knew nothing about that, except in that way.

Q. As I understand you, the reason for this move on the part of what you term the "Gould interests," was because they learned that some one else was about to or was attempting to acquire control of the Wiggins Ferry property? A. When we found that they were in the market—we are in business, and we looked up a client to see whether we could not sell it to some one.

Q. When you speak of "they" you mean the Mercantile Trust Company? A. Yes, sir; they were in the market buying stock and we felt we had some clients whose interests were in it and we brought it to their attention and they authorized us to proceed.

Q. You knew whom the Mercantile Trust Company was representing, did you? A. Oh, yes, I think so. The Rock Island Railroad.

Q. The Rock Island Railroad Company? A. I don't know whether I knew it absolutely, at the start, or whether it was an inference, because those things all happened very quickly at the time, and neither side was giving out any more facts or information than they had to give out.

Q. Who finally acquired a majority of the stock? A. We delivered, I think, something over fifty-seven hundred shares out of the ten thousand shares.

Q. You delivered it over to whom? A. The parties we represented at the time.

Q. Do you know to whom they were delivered? A. Do you mean to what individual?

Q. Yes. A. Well, I do not.

Q. Have you any data or memoranda which would disclose that, from your books or records? A. Yes, I could look up the memoranda and find out to whom we delivered the stock and how.

Q. Will you do that, please. A. Yes. I can state, in a general way. If I could get through here I would prefer it, as I am trying to get out of town, to go abroad, in a day or two. When it was finally delivered, Mr. Watts represented the parties in interest; but I could look up the receipts in our office and see to whom it was delivered, and give you that.

Q. When it was finally delivered, was it made to the representatives of the seven railroads, or the representative of the Terminal Railroad Association? A. It was the seven roads. I don't think the Terminal Railroad Association, as a corporation, we had any dealings with in the matter. It was the seven roads that purchased the property from us, and we were represented in the closing up of the matter by Judge Priest, and I think Mr. Watts—the seven roads, all instructed us to follow Mr. Watts' instructions in the closing up of the deal. But our instructions came entirely and absolutely from the roads that were our clients, and not from the Terminal Railroad Association at all.

Q. Then the delivery was finally made by your corporation, the Mississippi Valley Trust Company, to Mr. Watts, representing the seven railroads? A. Now whether the stock was delivered to Mr. Watts, I would have to look up the memorandum to say. I know the seven railroads either wired or wrote us that in the closing up of the transaction to follow Mr. Watts' instructions in the matter, so we would not have to deal with seven people.

Q. You received instructions, then, from representatives of the seven railroads, directing you to close the matter with Mr. Watts, and to recognize him as their representative? A. Yes, sir, that is my recollection.

Q. Could you furnish the Commissioner with the names of the representatives of these corporations who gave these instructions to you? I suppose your records will disclose those names? A. We have the telegrams, or the letters.

Q. I do not care for the telegrams or letters, but merely for the names? A. They were mainly the chief officers; of course we received instructions only from those whom we recognized as authorized to give them.

Q. Be kind enough to send those up to us here, when you go back to your office? A. Very well.

Q. Do you know whether or not the Rock Island interests that were represented by the Mercantile Trust Company, subsequently had a conference or meeting with the representatives of your clients on this subject? A. Well, I have no personal knowledge of it.

Q. Did you and Mr. Festus J. Wade, representing the Mercantile Trust Company, have a conference on the question? A. I think not, with reference to any settlement of this kind. We might have had a number of talks incidentally during the pendency of the Wiggins Ferry Company matter. I don't think Mr. Wade and I had any conference at all on this subject.

Q. Your connection with this matter was closed when the stock was purchased and delivered? A. Yes, sir.

Q. And you have no further knowledge of any subsequent arrangement that may have been made with the Rock Island Railroad? A. None.

Q. Do you know what would be about the average cost of the shares that were purchased by you, just an estimate of it? A. About, approximately, six hundred and forty or six hundred and fifty dollars.

Q. Per share? A. Yes, I think that was it. I have it all figured out in my office; but that is my recollection; it was something like that.

Q. That is all. A. You would like me to furnish you the names of the parties who gave us those instructions?

Q. Yes, the names of the gentlemen representing the various corporations, and particularly the Gould interests, with whom you or Mr. Walsh communicated first, if you can do that. The Missouri Pacific, Iron Mountain and the Wabash were the first people communicated with? A. Well, that was done through Joseph Ramsay, Jr., the then President of the Wabash Railroad, and Mr. Russell Harding, who was then the Vice-President of the Missouri Pacific Railroad. There are some of those names I can remember: The Pennsylvania, or Vandalia Railroad, the instructions came through Mr. James McCrea, who is the Fourth Vice-President, or some such position, and lives in Pittsburgh, Pennsylvania. The Louisville & Nashville Railroad, the instructions came through Mr. Milton H. Smith.

Q. Where does he live? A. Louisville, Kentucky. The Baltimore, Ohio & Southwestern Railroad, the instructions came from Mr. L. F. Loree.

Q. Where does he live? A. Baltimore, Maryland, I believe. He was there at that time. The Cleveland, Cincinnati, Chicago & St. Louis Railroad, the instructions came from Mr. M. E. Ingalls, the President.

Q. He lives in Cincinnati? A. Yes. The St. Louis & San Francisco Railroad I think it came from Mr. B. F. Yoakum. I have not a clear recollection of that. I think the telegram was signed by him.

Q. Where does he reside now? Here or in New York? A. In New York. The Missouri Pacific and the Iron Mountain Railroads, I think the instructions came from the two gentlemen I have previously named.

Q. The Missouri Pacific, Iron Mountain and the Wabash Railroads? A. Yes, sir.

Q. From Russell Harding and Joseph Ramsay, Jr.? A. Yes. I believe that covers the seven roads.

Q. You don't remember who first informed you that the deal was on between the Rock Island and the Wiggins Ferry Company, do you? A. Well, I do happen to remember: When I came into the office that day, arriving on the midday train from New York, our Mr. Lyle, Assistant Secretary in the office, met me and said: "There is a deal on with the Wiggins Ferry Company." That is the first I knew of it. Later in the day Mr. Walsh and I had a talk about it, and with Mr. Church, who was an old friend of Mr. Walsh's and a large stockholder in the Wiggins Ferry Company. Our negotiations in the matter, so far as seeing what stock we could purchase, in the meantime, were with Mr. Church and Mr. Scanlon. The next day we received a telegram—Mr. Ramsay was in New York at the time, and we received a telegram from him that there was being made an attempt to buy the stock of the Wiggins Ferry Company.

Our sole relations with it originally were with those three roads, and finally those seven roads came in. We purchased the stock and turned it over to them, and that ended our relations with it. We had nothing to do with anybody else in the matter, except with the people who were our customers, and from whom we received our instructions.

No cross-examination.

GEORGE L. SANDS, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please give your name and residence and occupation?

A. George L. Sands, 5078 Cabanne Avenue, St. Louis, Missouri; railroading.

Q. What railroads here in St. Louis have you been connected with? A. With the St. Louis Transfer Railway Company.

Q. That is a part of the Wiggins Ferry Company? A. Yes, sir, it was.

Q. What other railroads have you been connected with? A. Not any others in St. Louis.

Q. Elsewhere? A. The St. Louis & North Arkansas Railroad, of Arkansas.

Q. That is recently? A. Yes, sir.

Q. Before your connection with the Wiggins Ferry Company with what railroads, if any, were you connected? A. I was with a Texas road, the San Antonio & Aransas Pass Railroad; and with the Atchison, Topeka & Santa Fe, immediately prior to coming here.

Q. In what capacity? A. General Superintendent.

Q. How long were you in railroad service before you came to St. Louis? A. Probably thirty years.

Q. And how long have you been here with Mr. Scullin in the Wiggins Ferry Company? A. Since December, 1892.

Q. And what position have you occupied with the Wiggins Ferry Company since that time? A. General Manager and Vice-President.

Q. What were your duties as General Manager and Vice-President? A. General charge of the operating of the property.

Q. Did that include the control and management of the Traffic Department? A. In a general way, yes, but not in detail though.

Q. Did you have a man under you that did look after the details of the traffic business? A. Yes, sir.

Q. Who was he? A. He was John J. Baulsch.

Q. B-a-u-l-s-c-h? A. Yes, sir.

Q. When did he leave your employ? A. I am unable to say, exactly when.

Q. Was it before the sale of the Wiggins Ferry Company? A. Yes, sir.

Q. Do you remember the sale of the Wiggins Ferry Company?

Mr. Priest: You mean the sale of the physical property.

Mr. Crow: I mean the sale of the stock.

Mr. Watts: It was in 1902.

Mr. Crow: Mr. Watts says the sale was in 1902.

A. I could not say positively.

Q. Was it before that, then? A. Yes, sir.

Q. Who fixed the freight rates for transferring goods and traffic from East St. Louis, Illinois, and points in Illinois, over the lines of the Wiggins Ferry Company, to St. Louis, Missouri? A. They were virtually fixed by the Terminal Association, and we simply met them.

Q. You simply met them? A. Simply met the rates that were made by the Terminal Association.

Q. Did you always meet their rate? A. We always tried to.

Q. Did you, as the representative of the Wiggins Ferry Company, have a conference with representatives of the Terminal Association, about those rates? A. Have conflicts?

Q. Conferences? A. Oh, I don't know that we had any special conflict.

Q. You did not understand me. A. I don't hear very well.

Q. I say, did you have any conferences with the representatives of the Terminal Railroad Association about these rates? A. I don't recall more than one conference, in my service with the Wiggins Ferry Company, and that was just after I came there.

Q. Did some one representing you have conferences with them? A. I think Mr. Baulsch at various times had meetings with them.

Q. Or with their representatives? A. Or with their representatives, yes.

Q. The object of those meetings was to fix the rates, was it? A. I don't know that that was it. I would not say that they met to fix the rates. I think it was a meeting to object, possibly, to some rates that they had put in, the position being that the Terminal Railroad, with their auxiliary lines, virtually controlled the larger portion of the tunnels here, and when they made rates they could maintain them; and our purpose was, to make the same rates, so as to get a fair share of the business that properly belonged to us, owing to our location. That was the situation.

Q. Well, you know that the result of these conferences was the fixing of the rates, don't you for the same service? A. I don't know that they ever agreed—that there was ever a virtual agreement, as to certain rates between the two companies, that we will put in this and you will put in that. But if we undertook to change our rates we gave them notice, gave notice to the Terminal Railroad Association that we proposed to change our tariff to so and so on such a date. And my impression is, that that was their custom with us.

Q. Whatever conferences Mr. Baulsch, representing the Wiggins Ferry Company, had with the Terminal Railroad Association, was with your knowledge and approval? A. Yes, yes.

Q. And under your directions, was it not? A. I expect that is right. I don't think he would take action of that kind without my approval, or possibly without my suggestion.

Q. Take the article of coal: That was about the biggest

traffic that the Wiggins Ferry Company had, was it not? A. I think so, sir.

Q. It constituted a majority of the volume of the business transacted by the Wiggins Ferry Company? A. I think so.

Q. From the East to the West? A. I think possibly forty or fifty per cent of it.

Q. Do you remember any changes in the last three or four years of your service with the Wiggins Ferry Company in that coal rate? A. Yes, sir.

Q. When was the change made to fifteen cents a ton? A. I cannot tell you the date.

Q. It was prior to the time you severed your connection with the Wiggins Ferry Company? A. I think it was fully a year before I left the service, or before the transfer of the Wiggins Ferry Company to other interests.

Q. What was the occasion of that change being made? A. The established tariff rates of the Terminal Railroad Association, particularly on grain, were not in my opinion being lived up to.

Q. On grain? A. Yes, on grain.

Q. What class of grain? A. Wheat and corn.

Q. What made you think that? A. Well, that was the information coming to me from different sources that I thought were reliable. Possibly some of our customers, who had always been doing business with us, and it was most natural for them to do business with us, we being the line of least opposition, suddenly left us and went to the other man; when the published rates of the companies were the same.

Q. Then you asked for an explanation? A. I imagined some concessions were being offered.

Q. And you investigated? A. I don't know that it got that far. Those are matters it is pretty hard for an in-

dividual to get the truth of, except as you might say, circumstantially. I could not prove it.

Q. In what year was that? A. I could not tell you that.

Q. When did you leave the Wiggins Ferry Company? A. I left the Wiggins Ferry Company—perhaps Mr. Watts can tell me?

Mr. Watts: 1903.

A. February, 1903, I think it was.

Mr. Crow: Q. How long before you left the Wiggins Ferry Company was this? A. As I say, I think it was during the last year I was with the Wiggins Company.

Q. Can you give me the names of some of your customers that you thought quit you without cause, except that you thought they were getting a better rate? A. No, sir.

Q. You are familiar with all your heavy shippers, aren't you? A. I could not tell them from memory now, even.

Q. You could not? A. No, sir.

Q. They were grain people here in St. Louis, were they? A. They had representatives here. Whether the firm was located here or whether they simply had their representatives here, I could not say.

Q. Do you know the names of their representatives? A. I would not undertake to name them.

Q. Have you any memorandum or record in the books of the Wiggins Ferry Company that would show that? A. No, sir, I don't think so; because everything that passed on that subject was simply in a conversational way and it was the result that convinced me, rather than anything that was said or written.

Q. Who was your conversation with, representatives of the grain people, or representatives of the Terminal Association? A. I may have protested to the representatives of the Terminal Association, in a verbal way, I don't think I ever wrote them, telling them I did not believe that they were living up to their tariff.

Q. The result was, that you did what? A. We reduced our coal rate; I think we cut the rate in two, if I am not mistaken. Maybe we were getting only twenty cents, but my impression is we were getting thirty cents, and we reduced the tariff to fifteen cents.

Q. Did the Terminal Railroad Association meet that cut? A. I cannot say as to that—excuse me a moment. Possibly I ought to make an explanation in there: The thirty cents rate, as I recall, covered deliveries to lines on the Terminal, and the Terminal tracks; and to some roads that we connected with direct. The fifteen cents rate simply covered delivery to the end of our rail, and to industries on our tracks. Now the Terminal Railroad Association, when we made that rate of fifteen cents on our tracks, that put the customers on our tracks in a great deal better shape than they were on the Terminal tracks, under the thirty cents rate. And my impression is that the Terminal Association had a rate which virtually made the industries on the Terminal tracks pay the same as they were paying, which was either thirty cents or twenty cents—whichever it was.

Q. When was the rate restored? A. The rate was restored after it became evident that other interests had control of the Wiggins Ferry Company.

Q. Other interests? A. Other interests than I had been previously employed by. That is, it had gone out of the control of the old Wiggins Ferry Company.

Q. It was after the sale of the stock in 1903? A. I don't think the sale was completed, but I think it was far enough advanced so that the old stockholders realized that the property was passing out from under their control.

Q. Was that restoration of the rate made by you? A. Yes, sir.

Q. And from whom did you receive the order to restore it? A. I did not receive any positive orders.

Q. What made you restore it? A. The suggestion being that it was better for all interests to work in harmony; but from whom that suggestion came I could not say now.

Q. Who was your immediate superior, from whom you received orders? A. There was no nominal change in that. After this transfer, after this sale was made, or being prosecuted, I was virtually left to myself, acting under my own ideas and suggestions.

Q. You did not suggest it to yourself, did you? A. I did not suggest it, no, sir.

Q. Who did suggest it? A. I cannot tell you from whom it came.

Q. You did not recognize any suggestions, however, from anybody except your superior officers in the Wiggins Ferry Company, did you? A. I recognized this, that the property was likely to go out from under the control of the Wiggins Ferry Company. I was not likely to stay with it. That it was foolish for me to work against the wishes of what I imagined were the people likely to come into control. The suggestion was made to me by some interest, some one I thought knew what they were talking about, or knew more of the transaction than I did, that the roads be in harmony—and I acted accordingly.

Q. You would not have done that unless it came from some one in authority, would you? A. Yes, sir, I would, if I had felt that it was some one who knew the general condition of affairs. I don't think I would have undertaken, realizing that I was to remain in the service so short a time, to work in any direction that was going to create friction.

Q. How did you know you were to retire from the service? Were you notified? A. I could "feel it in my bones," as the saying is.

Q. Did Mr. Scullin tell you that? A. No, sir.

Q. Was it Mr. Scullin who suggested to you to restore that rate? A. No, sir.

Q. Was it some representative of the Terminal Association? A. I don't think so.

Q. Was it the suggestion of some one of the roads interested in the Terminal Association? A. No, sir, I think not.

Q. To the best of your recollection, then, you simply restored the rate because somebody suggested it to you. You left there, then, in the February following? A. February, 1903, I think it was.

Q. And you have not had any connection with the Wiggins Ferry Company since that time? A. None whatever.

Q. Do you know whether the coal rate was cut any previous to this time, in 1903, during your service there? A. The coal rate?

Q. Yes, prior to this cut, at any time since you were in the service? A. My impression is that we originally had a thirty cents rate, and then it was brought down to twenty cents for some reason. I won't be at all positive on that, though.

Q. You expected your traffic man to look after the details of that? A. Yes, sir, but I was supposed to, and I thought I did know what was accomplished and what the general results were, as to rates.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

The only railroads operated by the Wiggins Ferry Company were the East St. Louis Connecting Railway on the east side of the Mississippi River, and the St. Louis Transfer Railway Company on the west side of the Mississippi River, are they not? A. Yes, sir.

Q. Those two roads had no direct connection with any of the tracks of the St. Louis Terminal Association, had they? A. No, sir.

Q. Generally, the East St. Louis Connecting Railway and the St. Louis Transfer Railway, ran north and south close to the Levee, on either side of the River? A. Yes, sir.

Q. And the general trend of the Terminal Association's tracks are east and west, at right angles to the tracks of the two former companies? A. Yes, sir. I am assuming that the "Terminal Association" does not cover the property they are controlling now.

Q. No, just the Terminal Association as it existed at that time? A. Yes, sir.

Q. The business handled by the Wiggins Ferry Company was such as came into St. Louis and East St. Louis from abroad, and passing through in one direction or the other, these two cities. A. Not entirely.

Q. I say, the bulk of the business? A. Well, no, not even that. I think possibly sixty per cent of the business was local industrial business, going to the tracks of the Wiggins Ferry Company or connecting tracks in the city, for city delivery.

Q. For city delivery? A. Yes.

Q. You mean business that came from the outside. Now your coal business, there did not any of that coal business originate in East St. Louis? A. No, sir; but it was delivered.

Q. That is what I mean. You were simply serving carriers who brought this business into St. Louis and East St. Louis? A. Yes, sir, the bulk of the business.

Q. That is what my former question meant. But a very small part of the business done by the Wiggins Ferry Company originated in either St. Louis or East St. Louis, and terminated either in St. Louis or East St. Louis? I mean local business, simply crossing the river for delivery in one city or the other, either way? A. In answering yes to that, I would not want to convey the idea that we did not originate on the Wiggins Ferry Company's tracks, that is,

tracks controlled by the Wiggins Ferry Company, considerable business that went to connecting lines.

Q. But I am speaking now of the local business. A. Strictly local between St. Louis and East St. Louis, simply as cities, a very small percentage.

Q. It was comparatively trifling? A. Yes, sir.

Q. The bulk of your business was such as was brought in by the railroads, either to St. Louis or East St. Louis? A. Yes, sir.

Q. And was meant for delivery to a point of destination, or was received at an industry to be delivered to some railroad on one side or the other of the river? A. Yes, sir.

Q. And, as a consequence, your Company never issued any bill of lading, did it? A. I do not want to commit myself on that. I do not want to testify on that, because my recollection is not right clear about it.

Q. Wasn't it generally the custom to take— A. The way-bills of the other lines.

Q. For freight that was to be delivered in St. Louis? A. Yes, sir.

Q. You would accept the way-bills from the other lines? A. That is my recollection.

Q. But that was not a way-bill issued by your Company? A. No, sir.

Q. When you received at an industry, for instance, in St. Louis, freight to be delivered to Cincinnati or Cleveland or Toledo, you issued simply a dray ticket, didn't you, and when the shipment was delivered to the railroad for carriage, beyond East St. Louis, it issued at its freight office a bill of lading. Was not that the usual course of business? A. I won't say; I won't say. I have a faint recollection of there being some trouble on that point, and just the outcome of it I am not sure of.

Q. You think Mr. Baulsch is pretty familiar with that? A. Very; thoroughly so.

Q. And whatever he said on that would be correct? A. Yes, sir, thoroughly so. I would trust his memory on that better than my own.

Q. He said yesterday the invariable custom was to issue a dray ticket. Neither the St. Louis Transfer Company nor the East St. Louis Connecting Railway Company, had any freight depots in common with the line of the Terminal Railroad Association? A. No, sir.

Q. Nor did they reach the same manufactories or industries? A. Direct; no, sir.

Q. Now, Mr. Sands, you were familiar with the lines of the Terminal Railroad Association, and of the Merchants' Terminal Railway Association, and of the Wiggins Ferry Company, were you not? A. In a general way, but not in detail.

Q. You have general knowledge? A. Yes, sir, a general knowledge only.

Q. The lines of the Merchants' Terminal Railway run practically at right angles to those of the St. Louis Terminal Association, don't they? A. A large portion of them, yes, sir.

Q. And, taking them as independent lines, they did not reach the same factories, or have the same freight depots, did they? A. No, sir, I think not.

Q. Now, then, take as an illustration, this point No. 25 on the map which has been frequently referred to and which has been identified by Mr. Pitzman: Suppose there was an industry on the Merchants' Terminal Railway, at Poplar street; and the Merchants' Bridge Terminal Railway Company would accept a loaded car there for delivery, say at point "A," at Compton Avenue, on the Terminal Railroad Association's tracks: That delivery would be made first by the Merchants' Terminal Railway Company hauling the car—taking the roads as they exist now, with the connections completed between Cerre street and Eighth street—

and it would there deliver the car to the St. Louis Terminal Association on their delivery track, would it? A. Wherever their connection is. They would have to deliver it to the St. Louis Terminal Railroad Association.

Q. And the car would then be inspected by the St. Louis Terminal Railroad Association Company, to see if it was in fit condition to be received or not? I am talking now on the supposition that these lines were operating independently? A. Yes, sir.

Q. So that the delivery of traffic in St. Louis would be impeded by as many times as there were different and independent routes, forming the complete route, from the point of receipt to the point of delivery, wouldn't there? A. I think that is reasonable.

Q. According to usual railroad practice, that would be true, would it not? A. Yes, sir.

Q. Then in order to facilitate the switching business between St. Louis and East St. Louis, and to do the work economically, it would be to the advantage of all to have all of the switching lines under one control, would it not? A. I question it.

Q. The traffic could be handled more rapidly, could it not? A. I believe the individual lines, with direct rail connection, could handle the business more rapidly and satisfactorily, than through a connecting line—that is, through the present Terminal Railroad Association.

Q. You mean if each railroad owned its independent terminals in St. Louis? A. Yes, sir.

Q. It could accept and receive freight and handle it more expeditiously than by a union terminal? A. Yes, sir.

Q. That would be dependent entirely upon physical conditions, would it not? A. Almost entirely.

Q. Now, the physical conditions here in St. Louis are not adapted to large, independent terminals for thirteen lines of railroads, are they? A. I hardly know how to answer

that question. I think I am safe in saying no, they are not to-day.

Q. The only place we have for terminals in St. Louis, owing to the peculiar topography, is such as is allowed by the Mill Creek Valley, and that at Carondelet in South St. Louis, and that above North Market Street in North St. Louis, isn't it? A. The only question is, the only terminals we now have.

Q. No, sir; but the only place for terminals as the city is at present built? A. My theory is and has always been, that the territory from the Merchants' Bridge to Carondelet, on the river front, and as far west as Third street, should be terminal property—terminal territory; and is the available terminal territory for St. Louis to-day.

Q. How is the levee occupied in that district? A. That would mean carrying out the Government's plan of establishing a harbor line, increasing the levee's width by about a couple of hundred feet, giving that much additional levee space to be utilized for tracks.

Q. Do you think thirteen railroads would find space along that levee for independent terminals? A. I think it would mean, or that proposition would mean, one thousand to fifteen hundred acres for additional terminal property.

Q. You mean by building the levee out into the Mississippi River? A. Yes, sir.

Q. Extending it two hundred feet? A. In some places two hundred feet. I think it would possibly average approximately two hundred feet from the Merchants' Bridge to the River Des Peres.

Q. And you think if the Government would do that it might provide space there for the terminals of all the railroads in St. Louis? A. By utilizing what we have and appropriating between Third street and the levee, and that width up and down the levee, as I have mentioned.

Q. From Third street down to the levee is built up with business buildings and manufactories? A. Some.

Q. Nearly all the way you have described, from the Merchants' Bridge down to Carondelet? A. There are a good many industries in there, yes.

Q. The bulk of the industries on the St. Louis side are located along the Mill Creek Valley, and along Third street—no, between— A. (interrupting) Third street has comparatively small number of industries.

Q. Between North Market street and Arsenal street on the south, isn't it? A. There are a great many large industries up in North St. Louis, north of Humboldt street.

Q. I am speaking of the bulk of the industries north of Humboldt street, those are new, aren't they? A. They are very extensive.

Q. Those north of Humboldt street have been built within what time? A. I think within seven or eight years.

Q. Within say eight years? A. Yes, sir.

Q. Since the terminals were extended up in that direction? A. Yes, sir.

Q. But my question primarily referred to the topographical condition as it exists to-day, and I am referring to that now, and will ask you if the space for railroad yards and terminals is not such as I designated? A. My answer must be an interpretation of the word "available;" as to whether that means property that is unoccupied, or property that can be secured at a reasonable figure—that is, reasonable for the purposes of terminal facilities, such as St. Louis requires.

Q. Of course it is possible, Mr. Sands, to tunnel the city, as they have done in Chicago, and have deliveries underground; but I am speaking about the topographical condition of the country to-day, and the unoccupied portion of the city. A. There is not any unoccupied territory, apparently available for additional terminals.

Q. There was an effort made about three years ago to get an ordinance to allow the St. Louis Railroad Terminal Association to extend its terminals down at the levee, was there not? A. Primarily, I think.

Q. Of course you have side tracks and depots and spurs leading into industries, but they are all for switching purposes and used for that purpose almost exclusively? A. The only thing that occurs to me is the passenger business on the Merchants' Bridge, between Granite City and St. Louis.

Q. You think the Merchants' Terminal Railway operates some trains on its line from St. Louis to Granite City? A. That is my understanding. That is my impression.

Q. From what point does the train start? A. I could not say. The only time I ever took the train it was at North Market Street, or possibly it was Washington avenue.

Q. It did for a time run a train, I understand, for the purpose of accommodating the workmen at Granite City and Madison, at the car works over there; people who lived in St. Louis and who were employed at the industries in Granite City and Madison. That is the only train you have ever heard of, that workman's train? A. That is the only one I ever heard of, and that is three or four years ago. I was on that once.

Q. Otherwise, neither of these companies, to your knowledge, own or operate any cars or trains? A. No, sir.

Q. They have no schedule of trains, so far as you know? A. Outside of that point I have just mentioned.

Q. And never have had? A. So far as I know, no, sir.

REDIRECT EXAMINATION, BY MR. CROW:

Q. Isn't it a fact that the Merchants' Terminal Railway Company publishes a time-card of trains in and out of the

Union Station, along with the other railways? A. I think I have seen it, yes.

Q. When you speak of there being no unoccupied territory in St. Louis available for terminals, I will get you to state, what is the character of the buildings and improvements that do occupy the majority of the space along the levee front, say from the northern part of St. Louis down to Carondelet? A. I have not been over that territory, I suppose in five years, fully; but there was some, as I recall it, industries there where heavy expenditures had been made, and a great deal of money invested; other portions of that same territory would have minor, inexpensive, and non-revenue producing I guess, class of buildings.

Q. Isn't it a fact, that the removal of the business of the city, westward, both retail and wholesale, together with the encroachments of railroad properties on the levee front, has rendered practically valueless a great deal of property that was formerly revenue producing, in that district? A. The transfer of the business westward has virtually done that. I don't think the encroachment of the railroads there has had any particular effect.

Q. And a great deal of that space is covered by property that could be removed and the ground turned into terminal facilities, without great expense? A. That is my judgment. I might add that the falling off of the river traffic has probably had a good deal to do with the transfer of the business further west from the river. It doubtless had.

RECROSS-EXAMINATION, BY MR. PRIEST:

Q. All of this territory is laid off into lots and blocks? A. Yes, sir, the bulk of it.

Q. And it is hilly, is it not? It is an ascending grade from the levee? A. Yes, sir.

Q. About what is the grade from the levee west? A. I could not tell you. I had it investigated once. I had a

survey made there once; but I cannot remember now what it was.

Q. It is a very rapid rise, is it not, from the levee up to Broadway, and especially up to Fourth street? A. Yes, sir, from parts of the levee it is.

Q. About what would you say the grade was, from the levee at the foot of Olive street, up to Fourth street? A. I would not attempt to express myself on that.

Mr. Krum: It is not uniform. There are at least three degrees in it.

Mr. Priest: It is pretty nearly uniform. That would be practically uniform from considerably north of the Eads Bridge as far south as Cerre street? A. No, sir; the easiest point, the least elevation you have to overcome from the water's edge to Third street, I think is about Plum or Valentine street, in about there. That is near where the Wiggins' Ferry Company's Plum street ferry lands. There is the least obstruction to teams there. That is the lowest point on the river front that I recall.

Q. But I say, the grade from the river up to Fourth street, is the grade you would encounter from far above the Eads Bridge down to Cerre street? A. Yes, sir, I think it is.

Q. And that is a very heavy grade? A. Yes, sir.

Q. To establish railroad yards there you would have to make that ground practically level? A. Yes, sir.

Q. And you would have to level the levee, would you not? A. Yes, sir.

Q. And about what is the grade of the levee along there, from the low-water mark up? A. I cannot tell you.

Q. It is very high, is it not? A. I don't think it is as heavy as the Olive street grade, from the levee up to Fourth street.

Q. They are both pretty heavy? A. Yes, sir.

Q. And the levee is occupied already by how many

tracks? A. Three, I think, main lines there; there is the St. Louis Transfer Railway, the Iron Mountain, and I don't know whether the other is the Missouri Pacific or not. There are three main lines on the levee.

Q. That is a joint track, isn't it, the Missouri Pacific and the Iron Mountain? A. There are two or three there.

Q. Being an extension of the Poplar street track? A. Yes, sir. There are two Main Lines there, up as far as the old Wabash depot.

Q. That line was built under an Act of the Legislature, many years ago, to connect the roads there.

REDIRECT EXAMINATION, BY MR. CROW:

Q. Is it not a fact that the franchise that was refused on the levee, which was referred to by Judge Priest, was one that was applied for by the Terminal Railroad Association two or three years ago, for that one corporation? A. I could not say, sir. All I know is what I read in the papers. I had no special interest in the matter at that time.

Q. Referring to the grades from Fourth street down to the levee: Is it not a fact that that grade practically runs out at the old Plum street depot, going south? A. Yes, sir, that is so.

Q. And that it is practically level ground from there back to Broadway? The Chouteau avenue depot, you know? A. I was under the impression that that station was north, was between Poplar and Plum streets. From the Iron Mountain Railroad's Plum street warehouse, south there for a distance is comparatively level.

Q. There is a track north of the old Plum street depot up Poplar street to the old Union Station? A. Yes, sir.

Q. Which the city has never been able to get removed? A. It is there yet.

Q. From that point to the Eads bridge, how far is it, approximately? A. I don't know.

Q. A mile and a half, or two miles? A. I don't think so.

Q. It is a mile, isn't it? A. I would hardly think it is a mile; I would not venture to say.

Q. In the neighborhood of a mile, or less, is it? A. I would say it is less than a mile.

Q. From the Eads Bridge north, isn't it a fact that after you get less than half a mile up the river the grade runs out? A. It runs out, I think, about Tyler street, or Madison street or somewhere in there.

Q. How far up is that, approximately? A. I don't know. This map here (indicating Pitzman map) should show the distance.

Q. It runs out below the Merchants' Bridge, does it not? A. Oh, yes.

Q. About Tyler street. A. This is Tyler street (indicating) south of North Market street.

Q. In the neighborhood of a mile? A. From where?

Q. From the Eads Bridge north? A. There is not so very much distance from the Eads Bridge north to North Market street; and from the Eads Bridge to Tyler street I think there is not very much difference.

Q. How much river front is there from "North St. Louis" as we term it, down to Carondelet, in miles, approximately? A. I think I would guess about twelve miles.

ROBERT M. FRASER, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation? A. Robert M. Fraser; 4210 Washington Boulevard, St. Louis, Missouri. My occupation is Chairman of the Rail-

road Associations here in the city. Do you wish me to name them?

Q. Yes, please. A. The St. Louis East Bound Freight Committee, the St. Louis, Cincinnati and Louisville Freight Committee. I am chairman of those two committees. I am Secretary of the St. Louis Coal Traffic Bureau. Joint Agent of the St. Louis and Belleville Committee?

Q. What railroads are represented in those various organizations you have named? A. Practically all of the east side roads.

Q. And of the west side roads? A. No, sir.

Q. Is not the St. Louis & San Francisco Railroad represented in any of your associations? A. No, sir, not the St. Louis & San Francisco, but the Chicago & Eastern Illinois Company is, on the east side.

Q. That is a part of the St. Louis & San Francisco Railroad Company? A. Yes, sir. That is a member of our committee.

Q. And the Wabash Railroad? A. That is a member of our committee.

Q. And the Missouri Pacific Railway? A. The St. Louis, Iron Mountain & Southern Railway is.

Q. That is a Missouri Pacific line? A. Yes, sir.

Q. You say you are Secretary of the St. Louis Coal Traffic Association? A. St. Louis Coal Traffic Bureau.

Q. Who is the President of that organization? A. There is no President.

Q. There is no President? A. No, sir.

Q. The members of what railroads constitute members of that organization? A. Practically all of the east side roads.

Q. Can you name them, those that are members? A. The Baltimore & Ohio Southwestern Railroad; the Chicago & Eastern Illinois Railroad (Frisco System), the Cleveland, Cincinnati, Chicago & St. Louis Railroad; the East

St. Louis Suburban Railway; the Illinois Central Railroad; the Litchfield & Madison Railway; the Louisville & Nashville Railroad; the Mobile & Ohio Railroad; the St. Louis & Belleville Electric Railway; the St. Louis & O'Fallon Railway; the St. Louis, Belleville & Southern Railway; the St. Louis, Iron Mountain & Southern Railway (Illinois Division); the St. Louis, Troy & Eastern Railroad; the Southern Railway (St. Louis-Louisville lines); the Vandalia Railroad; the Wabash Railroad.

Q. Which of the roads named are other than steam railroads? A. The East St. Louis & Suburban.

Q. Where does that run from and where to? A. I cannot tell you. It runs from East St. Louis, in connection with the St. Louis & O'Fallon Railway, I believe; I believe they use the St. Louis & O'Fallon Railway part of the way out to their mine.

Q. It is an electric road? A. Yes, sir.

Q. And a coal road? A. Yes, sir, they carry coal.

Q. And only coal. A. That is all that I know of.

Q. What other road is not a steam railroad of those named by you? A. The Belleville Electric Railway.

Q. Where does that road run to and from? A. I understand it runs from East St. Louis out to Belleville.

Q. And on out to the coal fields? A. Yes, sir, out to the coal fields.

Q. How often does this Bureau meet? A. At no regular times.

Q. Who issues the calls for a meeting? A. I do.

Q. Is each of the roads named entitled to and have a representative at these meetings? A. They are entitled to it, yes.

Q. Are there any rules and by-laws of that Association? A. Yes, sir.

Q. Are they in writing, or oral—simply an understanding? A. They are in writing.

Q. They are in your possession? A. Yes, sir.

Q. How long has that Association been in existence? A. I have been in charge of the Association, or Bureau, since 1898.

Q. Where is it located? A. The office is Room 315, Wainwright Building.

Q. How many rooms have you there? A. We have three rooms; the building would call it five.

Q. And how many employes has this Association at that place? A. Eight. I want to qualify that: This Bureau and all of the Associations and Committees that I represent, occupy the same rooms, and the clerks and myself are all employed in common for the different Bureaus or Associations.

Q. Then I understand that you and the clerical force under you, do the work for all these Associations? A. Yes, sir.

Q. Now who pays you for your services, for the St. Louis Coal Traffic Association? A. The roads that are members of the Bureau.

Q. And you employ and pay the clerks you have under you, for all these Associations? A. Yes, sir.

Q. And is there any basis of compensation to you from the Coal Traffic Bureau? Is it a salary basis or a tonnage basis? A. Do you mean as to compensation?

Q. Yes. A. It is a salary.

Q. Of so much per annum? A. A stipulated amount per month.

Q. It is a yearly contract? A. Yes, sir.

Q. And what is that amount? A. You mean for their proportion of the expenses of the office?

Q. What do they pay you? A. One hundred dollars a month.

Q. The Coal Traffic Association pays you that? A. The Coal Traffic Bureau.

Q. And then they pay their proportionate share of the general office expenses? A. Yes, sir.

Q. Including clerical force expenses? A. Yes, sir.

Q. How do you estimate what that would be? Is it according to the volume of business? A. According to the amount of business each road gets into East St. Louis.

Q. Apportioning the expense between the Coal Traffic Bureau and those other Associations, is that fixed arbitrarily? A. The amount is fixed arbitrarily, that we are allowed for the maintenance of the office. Each Bureau or Committee pays for their own expense so far as printing and such things are concerned; but there is a fixed amount allowed by each Committee for the support of the organization.

Q. And when you come to the clerical help, how do you apportion it? A. The same way. There is a fixed amount authorized for the maintenance of the office.

Q. What is the proportion that the Coal Traffic Bureau pays? A. You mean in dollars?

Q. Yes. A. I could not answer that off-hand, because it varies.

Q. It does vary? A. Yes.

Q. Why does it vary? A. It does not so far as the clerical force is concerned, if that is what you mean. But the expense of the operation of the office in the purchase of stationery, etc.

Q. That is comparatively small, is it not? A. Yes, sir; I could not answer you off-hand what amount is allowed for the maintenance of the Coal Traffic Bureau. I could furnish you that.

Q. With reference to the total expense of the clerical help, how much does the Coal Traffic Bureau pay? A. My recollection is that it is $125.00.

Q. Of the total expense? A. Yes, sir.

Q. And what proportion of the rent do they pay? A. They pay $73.00 out of $170.

Q. The several railroads you have mentioned constitute practically all of the east side coal carrying roads, do they not? A. Yes, sir.

Q. Both steam and electric? A. Yes, sir.

Q. Is it the business of your Association to keep track of the volume of coal that comes into St. Louis? A. Yes, sir.

Q. From the east side? A. Yes, sir.

Q. In what way do you keep an account of that? How do you get your figures? A. By reports furnished by the agents of the roads.

Q. Of the coal carrying roads? A. Yes, sir.

Q. Do those reports come monthly, weekly or daily? A. Daily.

Q. And they are recorded in your office? A. Yes, sir.

Q. Are they tabulated? A. Yes, sir.

Q. And do you send those reports to anybody? A. Yes, sir.

Q. Do you know about the amount of coal that came in last year from Illinois into this city, in round numbers? A. No, sir.

Q. Couldn't you approximate the amount of soft coal? A. No, sir.

Q. Was it as much as five million tons? A. I would not undertake to mention figures. I can furnish them, if you require it.

Q. Have you an accurate statement of it in your office? A. Yes, sir.

Q. Will you furnish that, please? A. I will, yes, sir, if it is required.

Q. We can get it more accurately from you than from anybody else. The rates on coal are fixed there at that office, aren't they? A. We do not issue any tariffs.

Q. You do not issue any tariffs? A. No, sir.

Q. Your Coal Traffic Bureau does not issue any? A. As a Bureau, we do not issue any tariffs. The individual roads issue their tariffs.

Q. The individual roads meet, through their representatives, at your office, and fix the tariff on coal, from the inner, outer and middle groups, into the city of St. Louis? A. They announce their intention to make certain rates.

Q. And that announcement is made at their meetings there at your office? A. Yes, sir.

Q. You say your Bureau does not issue any coal tariffs: I will get you to look at this paper I hand you: is that your name signed to that circular? A. (After examining paper): Yes, sir.

Q. What does it purport to be? A. It contains copies of the individual rates charged by the several roads between the points named therein, on bituminous coal, from mines in the State of Illinois.

Q. What roads are named there? A. Do you want me to read this?

Q. Yes, if you please. A. Baltimore, Ohio & Southwestern; Chicago & Eastern Illinois Railroad (Frisco System); Cleveland, Cincinnati, Chicago & St. Louis Railroad; East St. Louis & Suburban Railway; Illinois Central Railroad; Litchfield & Madison Railway; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Railway; St. Louis & O'Fallon Railway; St. Louis, Belleville & Southern Railway; St. Louis, Iron Mountain & Southern Railroad (Illinois division); St. Louis, Troy & Eastern Railroad; Southern Railway (St. Louis-Louisville lines); Vandalia Railroad; Wabash Railroad.

Q. This purports to contain the freight rates charged, together with the distances on these different roads, from points in Illinois, into East St. Louis, Illinois, and to St. Louis, Missouri, doesn't it? A. Yes, sir.

Q. And these rates were fixed at your office? A. They were announced by the roads at my office.

Q. They were agreed upon at your office, as the rates that should be charged by the roads named, for carriage from the mines at the points named to East St. Louis, Illinois, and St. Louis, Mo.? A. There wasn't any agreement about it.

Q. I will ask you if there was not an understanding and agreement—

Mr. Priest: (Interrupting) I submit that whenever a paper is offered in that way, in connection with the testimony of a witness, the paper itself must go in evidence. I think that paper ought to go in evidence, and be marked.

Mr. Crow: It will, perhaps, before we get through.

Mr. Priest: There should be no "perhaps" about it.

Mr. Krum: We don't have to put it in evidence unless we want to.

Mr. Priest: Then I object to the witness testifying as to the contents of the paper.

The Commissioner: So far as the witness testifying as to the contents of the paper is concerned, the objection is well taken.

Mr. Crow: I was not asking him to testify as to the contents of the paper.

Q. I will ask the witness if it is not true that there is an agreement, or understanding between the representatives of these Coal Traffic Associations, which meet at your office, that the rates announced there shall be the rates which shall be charged, and the rates that shall be maintained for the coal business? A. No agreement.

Q. Isn't there an understanding of that kind with you? A. I am not prepared to say whether there is such an understanding or not.

Q. You know whether or not you have such an understanding with the representatives of these roads, don't you?

A. If they want the rates changed, they notify me, and I change them.

Q. What is the reason they notify you? A. Because they want the rates changed.

Q. Why do they notify you? You are not connected with the roads? A. We promulgate the change for the benefit of the others.

Q. You do that in accordance with the purposes and objects of the Association, don't you? A. We do it for the benefit of all concerned.

Q. Isn't it true that whenever one of these roads does cut the rate that you promulgate, and it is discovered, the matter is brought up in a meeting there? A. I presume the matter is discussed when they do come together.

Q. That is the place they come together, isn't it? A. Yes, sir, if they want to get together.

Q. That is their meeting place, isn't it? A. Yes, sir.

Q. And when one of them charges another road with cutting the rate, the matter is taken up and discussed, and some adjustment of it is made there?

Mr. Priest: I am at a loss to see how that can be pertinent to this inquiry here. It looks to me like a fishing expedition, for something else—I don't know what it is—but something with which we have no concern.

Mr. Crow: The railroads in the Terminal Railroad Association, on the east side, that are carrying coal, are all in this association (indicating circular). The coal of St. Louis, with practically no exception, comes from the Illinois coal fields. This is a Bureau which controls that trade, and fixes the rates. They are enabled to do it because of the fact that they have ingress and egress to and from St. Louis and the East.

The Commissioner: Of course, I am in this position. If the testimony can in any way become relevant, I cannot rule it out.

Mr. Crow: The charge in the information is, that they control the trade and traffic, and coal is the heaviest item of traffic that passes in and out our city, one single item.

Mr. Priest: If the gentleman wants to try this case through the newspapers, he can do it. But I am concerned only with the trial before the Court. If he wants to try it for some other purpose, I have no power or disposition to interfere. But I want to get before the Court only the matters that are pertinent to the things in issue here.

Mr. Crow. Q. I will repeat my question. When one of them charges another road with cutting the rate, the matter is taken up, and discussed, and some adjustment of it is made there? A. Matters of that kind are discussed when the members do get together.

Q. Well, is there some settlement or understanding reached about those matters? A. It depends upon circumstances.

Q. What do you mean by that remark? A. They may or may not come to an understanding.

Q. To be specific, I will ask you if you remember a year ago last spring, the fact that what is known as the Valley Road, on the East side (being a part of the Missouri Pacific system) cut the rate from the Carterville district from 62½ cents a ton to about 35 cents; and that the representative of the Illinois Central Railroad, Mr. Harwood, the Coal Traffic Manager, came to you, and to the Coal Traffic Bureau, and made a complaint, and that there was a controversy about it there, and the representative of the Missouri Pacific Railroad, finding they had cut the rate—the matter was taken up and investigated? A. I remember a discussion in regard to the matter.

Q. And wasn't it taken up by your Association, and investigated, and wasn't it finally determined that the rate

had been cut for the Big Muddy Coal Company? A. Not through me.

Q. Who did investigate it? A. I don't know. Possibly the Illinois Central did. They made the charge.

Q. They did make the charge? A. You say they made the charge.

Q. Do you know Mr. Harwood? A. Yes, sir.

Q. He is a member of your Association? A. Yes, sir—the Illinois Central Railroad is.

Q. He is the Illinois Central Railroad's coal representative? A. Yes, sir.

Q. He lives in Chicago? A. I don't know where he lives. His office is in Chicago.

Q. After this occurrence the rate was reduced on all the lines from the Carterville district, to thirty-five or forty cents? A. I don't remember the figures, but the rates were reduced at one period.

Q. Was that the occasion of the reduction? A. I cannot say.

Q. Was it discussed there in your presence? A. Yes, sir, but I don't remember all the circumstances regarding those discussions. The rate was reduced.

Q. When it was reduced, was a new circular issued by you? A. I think so.

Q. In accordance with the understanding arrived at? A. Subject to the announcements made by the different roads, whatever they were.

Q. Subsequently, the rate was raised again, wasn't it? A. Yes, they raised it, according to that Information Circular No. 6, which are the rates in effect at present.

Q. How much of an increase is that, from the Carterville district? A. I don't remember.

Q. Can you tell by looking at that paper (indicating circular). A. No, sir, I cannot.

Q. They are practically restored to what they were be-

fore? A. Yes, sir, some of them were. I believe there were some changes made.

Q. Do the rules and by-laws of your organization provide any penalty for an infraction of these published rates? A. No, sir.

Mr. Priest: I submit that whatever the rules and by-laws are is best shown by a copy of the rules and by-laws.

Mr. Crow. Q. Is there any rule of your association, or any understanding, that there is any penalty attached to the cutting of these rates? A. No, sir. They are individual rates.

Q. I hand you now a daily statement issued by the Coal Traffic Bureau, signed by R. M. Fraser, Secretary, and ask you if that is the character of statement that you issue every day? A. (After examining paper) Yes, sir.

Q. What does it purport to give, the tonnage of the various roads? A. It purports to give the number of cars of coal received.

Q. Now we are going off on that thing again: I submit the paper itself is the best evidence of what it contains.

Mr. Crow: The paper does not prove itself.

Mr. Priest: The witness can identify the paper, and its genuineness, but what the paper shows must be shown by the paper itself, and not by the witness' interpretation of what it shows.

Mr. Crow. Q. What is the object of making these daily statements of the amount of coal hauled by each road? A. I cannot say. The railroad companies desire to know the amount of coal received, and for that reason they support the Bureau.

Q. You are in charge of that Bureau? A. Yes, sir.

Q. And you are there because the railroads employ you? A. Yes, sir.

Q. Now, don't you know the reason for wanting these statements? A. No, sir. No more than for information.

Q. For what purpose do they want this information? A. I cannot answer that. I don't know.

Q. Is it used for any adjustment between the railroads, that you know of? A. No, sir.

Q. Do you make any other or different statement from the form there made (indicating circular)? A. Except monthly, a consolidation.

Q. That is a consolidation and recapitulation of the daily reports? A. Yes, sir.

Q. And at the end of the year a consolidation and recapitulation of those? A. Yes, sir.

Q. And those are the only statements you render to the roads? A. Yes, sir.

Q. Do you know the proportion of coal that comes in from the Illinois coal fields, relatively to the entire amount of coal brought into the city of St. Louis? A. No, sir.

Q. Haven't you any idea what it is? A. No, sir, and I have no means of knowing.

Mr. Priest: Do I understand this paper is in evidence?

The Commissioner: No, and it has not been identified as yet. If the Government wishes to offer it in evidence, it should be identified.

Mr. Krum: The paper has not been offered in evidence.

The Commissioner: It ought to be marked so as to show to what paper the witness referred in his testimony.

The paper referred to is so marked.

Mr. Crow: We offer in evidence the first paper identified by the witness, and same is marked "Complainant's Exhibit No. 26."

Mr. Crow: We offer in evidence the second paper identified by the witness, and the same is marked "Complainant's Exhibit No. 27."

The paper referred to is so marked.

Mr. Priest: We do not concede the competency or

relevancy of either of these papers to the issues here; but think we can economize time by not making objection.

E. K. VOORHIS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. E. K. Voorhis; St. Louis, Mo.; General Freight Agent of the St. Louis & San Francisco Railroad Company.

Q. Are you the representative of your company in the St. Louis Coal Traffic Bureau? A. The St. Louis & San Francisco Railroad is not a member of the St. Louis Coal Traffic Bureau.

Q. Is the Chicago & Eastern Illinois a member? A. I understand so.

Q. Are you its representative? A. No, sir.

Q. Who is its representative there? A. Mr. J. A. Middleton, the freight traffic manager, I believe.

Q. And where does he live? A. St. Louis, Mo.

Q. What is his address? A. Frisco Building.

Q. Then you know nothing about this Bureau? A. No, sir; I am not an official of the Chicago & Eastern Illinois.

Q. I hand you what purports to be an Illinois Central Coal Tariff, No. 900, Interstate Commerce Commission No. E665, and among other names appearing thereon as signing it, as a joint freight tariff, is E. K. Voorhis, General Freight Agent, of the St. Louis & San Francisco Railroad, St. Louis, Mo. Will you look at that and tell me what it is?

Mr. Priest: This is not made up by the St. Louis & San Francisco Railroad, I take it. It is filed by the Illinois Central Railroad.

A. (After examining paper). This seems to be the tariff of the Illinois Central Railroad, fixing the rates on coal, from the points named to points of destination.

Q. Isn't your name signed to it as the representative of the St. Louis & San Francisco Railroad? A. Yes, sir.

Q. Is that the extent of your knowledge and acquaintance with the soft coal business into the city of St. Louis? A. Yes, sir. St. Louis & San Francisco Railroad is interested in this tariff only on the traffic going to the destination shown as being on the Frisco, or points in the St. Louis suburban district.

Q. Then it is the coal representative of the Chicago & Eastern Illinois road who would know about whatever interest the St. Louis & San Francisco might have in the Illinois coal traffic? A. He would know whatever interest the Chicago & Eastern Illinois would have in the Illinois coal traffic. I would like to make an addition to my reply when I said that Mr. Middleton represents the Chicago & Eastern Illinois. Mr. E. J. Knickerbocker also represents the Chicago & Eastern Illinois. and I don't know whether he or Mr. Middleton represents it in this Bureau.

W. R. PEABODY, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name and occupation? A. W. R. Peabody; General Freight Agent of the St. Louis, Iron Mountain & Southern Railroad Company.

Q. Who represents, if anybody, the St. Louis, Iron Mountain & Southern Railroad in the St. Louis Coal Traffic Bureau? A. Our traffic manager.

Q. What is his name? A. W. C. Stith.

Q. Where is he located? A. St. Louis.

Q. In the Missouri Pacific Building? A. Yes, sir.

Q. Is he in the city now? A. No, sir.

Q. Where is he? A. I think in Chicago.

Q. Temporarily absent? A. Yes, sir.

Q. You have no knowledge about this Coal Traffic Bureau? A. No, sir.

At this point a recess was taken until 2:30 o'clock, p. m.

After recess, on July 11th, the following proceedings were had:

J. L. PENNEY, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name in full? A. J. L. Penney.

Q. What is your occupation? A. Traffic manager of the Terminal Railroad Association.

Q. How long have you been with the Terminal Railroad Association, Mr. Penney? A. About eighteen years.

Q. With the Terminal Railroad Association all that time? A. The Terminal Railroad Association, and its predecessor.

Q. What was the style of the corporation when you first began to work for it? A. St. Louis Bridge & Tunnel Company.

Q. That was in 1888? A. Yes, sir.

Q. In what capacity did you begin working with the St. Louis Bridge & Tunnel Company, in their freight department? A. Yes, sir.

Q. What successive positions have you filled? A. Chief clerk, agent, commercial agent, and traffic manager.

Q. The character of the business carried on by the corporation that preceded the Terminal Railroad Association of St. Louis was very similar to the character of the business carried on by this corporation? A. Yes, sir.

Q. Will you describe the duties of the chief clerk, and the other positions which you filled? A. The chief clerk is an assistant to the agent. The agent has control of the men in the freight department, and the collection of the freight receipts. The commercial agent, in a general way, has charge of the establishment or promulgation of the rates. The traffic manager's duties are practically the same.

Q. Practically the same as commercial agent? A. Yes, sir. About the same.

Q. Do they have the same two positions, with the same duties, in the same corporation? A. There was no traffic manager when they had a commercial agent.

Q. And vice versa? A. Yes, sir.

Q. Did you become commercial agent for any other corporation engaged in the transfer and hauling of freight and passengers between Illinois and Missouri, at East St. Louis and St. Louis, other than the corporations you have named? A. Yes, sir.

Q. What were they? A. St. Louis Merchants' Bridge Terminal Railway.

Q. At what time was that, about? Do you remember the year? A. 1894.

Q. What position did you occupy with this Terminal Railroad Association of St. Louis at that time? A. Commercial agent.

Q. Do you know who operated the Merchants' Bridge and the Eads Bridge at the date you mention? A. The Eads Bridge was operated by the Terminal Railroad Association. The Merchants' Bridge by the St. Louis Merchants' Bridge Company.

Q. Do you know who controlled the St. Louis Merchants' Bridge Company at that time? A. No, sir.

Q. You said awhile ago, I believe, that the duty of the commercial agent was, among other things, to fix the

rates—if I understood you correctly? A. I did not say fix the rates.

Q. That is what I understood you to say. If not, what did you say?

Mr. Priest: He said promulgate the rates.

The question referred to was here read, and the answer thereto.

Mr. Crow: Q. As commercial agent in 1894 for the Merchants' Bridge Terminal Railway Company, and the Terminal Railroad Association of St. Louis, I will ask you if the same rates were promulgated and fixed for the same kind of service over both lines? A. Practically—yes, sir.

Q. How long did you occupy the position of joint commercial agent—if I might use that term? A. Until Mr. Gays left the Merchants' Bridge, I think.

Q. Until Mr. Gays left the Merchants' Bridge? A. Yes, sir.

Q. Do you refer to Mr. H. W. Gays? A. H. W. Gays, general manager of the Merchants' Bridge.

Q. Do you know where he is now? A. No, sir.

Q. Is he in the city? A. I think he is somewhere in Canada.

Q. In Canada? A. Yes, sir.

Q. When did he leave the Merchants' Bridge? A. I don't remember. I cannot say.

Q. You cannot even approximate the year? A. I think perhaps a year, but it may have been nearer two years.

Q. Well, I don't care about the year; as well as you recollect. A. I do not recollect.

Q. Could you fix within the year, a year or two? A. It may have been a year, or two—it may have been less or more.

Q. What do you mean by that? A. A year from 1894.

Q. You mean he left a year or two afterwards? A. Yes, sir.

Q. Now, what position did you assume then, after he left? A. I acted in the same capacity, for the Merchants' Bridge as I did before he left.

Q. Well, did you still act for the Terminal Railroad Association? A. Yes, sir.

Q. In the same capacity? A. Yes, sir.

Q. Do you still so act? A. Yes, sir.

Q. Then you have continuously occupied that position? A. Yes, sir.

Q. Are the rates for the service—the same kind of service—rendered by the Merchants' Bridge Terminal Railway and the Terminal Railroad Association of St. Louis, practically the same now? A. Yes, sir.

Q. Can you tell me, Mr. Penney, whether or not the Merchants' Bridge Terminal Railway Company owns any passenger cars? A. No, sir; that is, I cannot tell.

Q. Have you seen passenger cars operating on their tracks? A. Yes, sir.

Q. How recently? A. Within a few days.

Q. What kind of cars are they? Regular coaches? A. Yes, sir.

Q. Do you know any points to and from which they daily run trains? A. St. Louis, Madison and Granite City.

Q. In Illinois? A. Yes, sir.

Q. From what point in St. Louis, Missouri? A. Washington avenue. I don't know just how far west they do go.

Q. Do you know whether or not they go to Union Station? A. No, I do not. I think not, though.

Q. Can you state whether or not tickets are on sale at Washington Avenue, in St. Louis, Missouri, to the points named by you, or other points in Illinois? A. Yes, sir.

Q. That can be utilized on the train that you mention? A. Yes, sir.

Q. Are those trains daily? A. Yes, sir.

Q. Do you know whether or not the Merchants' Bridge Terminal Railway Company owns any locomotives. A. No, sir, I don't know.

Q. You have nothing to do with the operating department? A. No, sir.

Q. Do you know who is the commercial agent of the Wiggins Ferry Company at this time. A. Yes, sir.

Q. Who is it? A. Mr. L. W. Putnam.

Q. How long has he been commercial agent? A. About a year, I should judge.

Q. Whom did he succeed? A. A man by the name of Hartwell.

Q. Where is Mr. Hartwell now? A. I don't know.

Q. Where is Mr. Putnam's office? A. On the third floor of the Rialto Building.

Q. As commercial agent of the Merchants and Terminal properties, do you have any conferences with Mr. Putnam? A. Yes, sir.

Q. What is the object of those conferences? A. Oh, we naturally come in contact with each other on subjects of mutual interest.

Q. Well, do you have any conferences for the purpose of fixing uniform charges? A. Yes, sir.

Q. For business between Illinois and Missouri, at East St. Louis, and St. Louis? A. Yes, sir.

Q. Then those rates are filed with the Interstate Commerce Commission, are they? A. Yes, sir.

Q. Is that a part of your duty, to file those rates? A. He files the rates, I presume, for the Wiggins Ferry Company; I file them for the Terminal Railroad Association.

Q. Do you have anything to do with the routing of the goods? For instance, I mean, not by the shipper but by

the companies after they take charge of it; whether it shall go over one bridge or the other bridge? A. Yes, sir.

Q. You are the official who directs that? A. Yes, sir.

Q. And do you direct that over either bridge you see proper, in the absence of specific instructions from the shipper? A. Yes, sir.

Q. Do you have the same authority to direct the goods to be sent over the Wiggins Ferry? A. Yes, sir.

Q. Do they have authority to route goods over either bridge? A. I presume they have.

Q. I mean the Wiggins Ferry Company? A. We would take it. They have no authority.

Q. No more than you have to direct one hundred cars that might be turned over to the Terminal Company to be turned over to the Wiggins Company? A. I would presume that the Wiggins Company would take that freight, and send it to them.

Q. Are you familiar with the physical conditions of the Merchants' Bridge Terminal Railway Company, and the Terminal Railroad Association of St. Louis? A. Fairly well, yes.

Q. At what point is the connection made for the transfer of cars, of freight, on the west side of the river, and below the Eads Bridge, if there is any point of connection, between the Merchants' Terminal and the Terminal Railroad Association? A. There is none.

Q. Where is the point of connection north of the Eads Bridge? Is there any physical connection? A. Between the Eads and the Merchants'? Mill Creek Valley?

Q. Yes. That is the only point of connection? A. Yes, sir.

Q. Whereabouts is the point of connection between the Merchants' Bridge Terminal Railway tracks and the Wiggins Ferry tracks? A. About North Market street.

Q. That is north of the Eads Bridge? A. Yes, sir.

Q. And south of the Merchants' Bridge? A. Yes, sir.

Q. And where is the connection between the Terminal Association tracks and the Wiggins Ferry tracks made? A. It has none.

Q. It has none? A. No, sir.

Q. Is there no way to transport the cars and freight over roads connecting those two lines? A. No, sir.

Q. Then business cannot be transferred from one line to the other without breaking the rail connection? A. Without using the rails of another company.

Q. Are the rails of another corporation used, and such connection made? A. At times; yes, sir.

Q. What company's rails are used? A. The Missouri Pacific.

Q. At what point? A. In the Mill Creek Valley. I might explain this by saying that we make it by paying regular switching charges to the Missouri Pacific, the same as we would any other intermediate line that we wanted to use.

Q. Now, you have no connection with the keeping of the books of the Terminal Association, or anything of that sort? A. No, sir.

Q. The only business that you have with the Terminal Company is that which you have described? A. Yes, sir.

Q. Do you know the man or men who are running the St. Louis Transfer Company? A. Yes, sir.

Q. Who is the man in charge of their traffic? A. I think Mr. George A. Tansey; Mr. Tansey and Mr. De Figuerido—either or both.

Q. What is the nature of the business that the St. Louis Transfer Company carries on? A. General drayage business.

Q. Where is that business carried on? Wholly in St. Louis. A. St. Louis and East St. Louis.

Q. What means of communication or transportation do

they use across the Mississippi River? A. This is general information, that everybody has.

Q. Certainly. A. I assume they use all. They use the Eads Bridge, and the ferry. I see them on ferry boats every day.

Q. Now, as traffic manager for the two properties you mentioned, do you have any business transactions with the St. Louis Transfer Company? A. Very little.

Q. Very little? A. Yes, sir.

Q. Do you know whether or not the two companies that you represent have any arrangement for the transfer of freight by the St. Louis Transfer Company, from the termini of the Eastern railroads in East St. Louis, to St. Louis, Missouri. A. Yes, sir.

Q. What is that arrangement? A. The same as with any other drayage company.

Q. It is the same? A. Yes, sir.

Q. No other, and no different? A. No, sir.

Q. Has it always been that way? A. So far as I know.

Q. Are you the official of your two companies that would make those arrangements? A. Ordinarily—yes, sir.

Q. Have you ever made any special arrangement of any kind with them? A. No, sir.

Q. Do you know whether or not this fact is true: that if a shipment is consigned from New York to East St. Louis, say over the Vandalia Line, and its final destination is a wholesale house on Washington Avenue, if the St. Louis Transfer Company is given an order by the consignee to transfer these goods, that five cents per hundred pounds is allowed—or four cents, or whatever it is—by the railroad company to the transfer company? A. To transfer the goods to the store?

Q. Yes. A. No, sir.

Q. You don't know anything about that? A. No, sir.

Q. In other words, the Terminal Railroad Association has nothing to do with that? A. No, sir.

Q. Whereabouts would that arrangement be made? Between the Transfer Company and the Eastern railroad company? A. Yes, sir.

Q. And what official of such an eastern line as I have mentioned would properly make that arrangement? A. Ordinarily, the traffic official, the freight traffic official.

Q. Of that road? A. Yes, sir.

Q. And he would be the proper person to get that information from, if it is true? A. Yes, sir.

Q. What official of the St. Louis Transfer Company would have control of that part of their business. A. Oh, ordinarily, I would say, Mr. Tansey, or Mr. De Figuerido.

Q. They are the two chief executive officers, are they? A. Yes, sir, as I know it.

Q. Now, in handling the traffic over the lines of the Terminal Railroad Association and the Merchants' Bridge Terminal Railway Company, does your department settle with the shippers? A. Yes, sir.

Q. And collect the bills? A. Yes, sir; that is, the freight department.

Q. I am speaking of the freight business now—not the passenger business. A. Well, the passenger business, too.

Q. Then your department would handle the coal business? A. Yes, sir.

Q. If a train load of coal was shipped from Carterville, Illinois, to some coal dealer in St. Louis, where would it be billed to, St. Louis, or East St. Louis; suppose it came over the Illinois Central? A. Probably 85 per cent. of the coal—you cannot take one particular car—would be billed to St. Louis. Or, if it were billed to East St. Louis, the reconsignment order from the shipper would be lodged with the agent at East St. Louis, prior to the arrival of the coal at East St. Louis.

Q. It would be lodged with the shipper?. A. Lodged with the agent.

Q. The agent of the railroad? A. Yes, sir.

Q. What do you mean by the "re-consignment order?" The order directing your company to take it? A. No, sir. Assuming that the car was billed to East St. Louis—it would be the order to change the billing to read St. Louis, and to the particular point in St. Louis where the coal was destined.

Q. When you say "change the billing," what do you mean by that? What would the agent there do? I just want to get it in the record. A. On receipt of the re-consignment order, as it is called, the agent would notify the yard clerk at probably the outer yard, to card the car to the connection, and probably to the yard of destination. He would issue—

Q. (Interrupting) When you say "card the car," do you mean that he would put a placard on it naming where it should go to? A. Yes, sir. The agent would then issue billing covering the car, which would accompany it to the transfer line.

Q. Well now, that billing you speak of would be a new bill of lading, would it? A. No, they do not issue a bill of lading.

Q. What is it? A. A way bill.

Q. A way bill? A. Yes, sir. Carrying a description of the property, the consignee, destination, and charges.

Q. And that would read to where? To the connecting line, you say; from the Illinois Central to the connecting line? A. For instance, this car is going over Eads Bridge, destined to Cupples Station. The billing for that car would read something like this: From the Illinois Central to the Terminal Railroad Association, Cupples Station, St. Louis. Coal; so much weight, so much charged;

on which the Terminal Railroad Association would handle the car.

Q. To whom would that way-bill be sent? A copy, of course, would be kept by the sender? A. Yes, sir.

Q. And to whom would the other one be sent? A. The way-bill would be sent to the transfer line, in this case the Terminal Railroad Association.

Q. The Terminal Railroad Association? And what would the Terminal Railroad Association do with it? A. They would take it in their account, collect the proper charges from the consignee, and make settlement with the Illinois Central.

Q. Would there be any charge for the simple re-consignment of the car? A. In this case, no.

Q. In what cases would there be, on coal? A. It is my understanding that if the re-consignment order is not placed with the agent of the railroad at East St. Louis prior to the arrival of the car, and the car is placed—

Q. By the central company? A. By the receiving line —yes, it could be called the central company; then if it is re-consigned to a connecting line a re-consignment charge is made.

Q. How much? A. Two dollars.

Q. Is that re-consignment charge in addition to the switching charge that the receiving line may have? A. The receiving line has no switching charge. The re-consignment—

Q. (Interrupting) You have it clear in your head, and I want to make it clear in mine.

Mr. Priest: He was starting to make an answer when you interrupted him.

Mr. Crow: I want to get it in the record in my own way.

Mr. Priest: But he wants to answer, when he begins.

The Witness: (Continuing) The re-consignment includes the handling of the car to the connecting line.

Q. When you say the car being placed by the receiving line, what do you mean by that? A. In its right place in the yards.

Q. Put on a side track, or something like that? A. Well, presumably, for delivery.

Q. Well, taken off the main track and put on one of the receiving tracks? A. Yes, sir.

Mr. Priest: Delivering tracks.

Mr. Crow: Well, receiving off the main line, and delivering to another line. I guess "delivering" would be more accurate.

Q. Now if that car was ordered, after it reached the delivering track, by the consignee, to the Terminal Railroad Association, it would have to be moved out by the road that brought it in, off that side track, or delivering track, and taken over to the connection, wouldn't it? A. Yes, sir.

Q. Would there be any switching charge for that? Or do you know anything about that? A. The $2.00 charge that I mentioned would cover that service.

Q. It covers that service? A. Yes, sir.

Q. And that is what is meant by re-consignment? A. Yes, sir.

Q. When a car has gotten over here to Cupples Station, what are the charges that your bill would carry; supposing the freight had not been paid at the other end? A. It would be—I cannot tell.

Q. I don't mean any amount. I mean just the character. A. The charge may represent the haul into East St. Louis, or not, as the shipper chose. It might include that, and the re-consignment charge, or neither. I think the general custom is to deliver such cars to us without any charges. The delivering line—say the Illinois Central

—as we have mentioned—collecting all charges up to the delivery to us. That is simply a matter of convenience and arrangement with the shipper.

Q. What lines of goods, or products, or manufactures are the heaviest shippers out of St. Louis eastwards? Do you know? A. Do you mean what is our heaviest tonnage?

Q. From St. Louis. A. From St. Louis proper?

Q. Yes; that originates here; St. Louis business. I guess that is what you would call it. A. I should judge, beer.

Q. Now the next heaviest line? A. Oh, I cannot tell.

Q. You can't tell that? A. No, sir.

Q. Isn't there a great deal of paper, and a great deal of woodenware shipped eastwards out of here? A. Very little.

Q. Very little? A. In car lots.

Q. Is it in broken lots? A. Yes, sir.

Q. Isn't St. Louis a big shipper of woodenware? A. Yes, sir.

Q. Which way does it go? A. Car lots go principally into the West, and Northwest, and Southwest.

Q. Is St. Louis a heavy hardware shipper? A. Yes, sir.

Q. Which way do the car lots go? A. Nearly all westward. That is, the larger portion of that tonnage from St. Louis is distributed westwards.

Q. Is St. Louis much of a shipper of groceries, a general line of groceries, eastwards? A. Yes, sir.

Q. Does that go in car load lots? A. Seldom.

Q. Broken lots? A. Yes, sir.

Q. How about dry goods? Do they ship much in the dry goods line eastwards. A. Not in proportion to the business handled.

Q. Not in proportion to the volume that goes in other directions? A. No, sir.

Q. Is the coal product the heaviest single item that comes in? A. Yes, sir.

Q. Next to that, what is probably the heaviest item from the East? A. Coal, and bituminous coal. I don't know that you make the distinction that we do. And structural iron, I should say, was the next heaviest tonnage we have, west-bound.

Q. Those structural iron shipments originate in East St. Louis, and adjacent territory, or further east? A. further east.

Q. Come from points along toward the Atlantic coast? A. Pittsburg, and the Lake Erie district.

Q. You refer now to structural iron shipments that are really St. Louis business, shipped into St. Louis, and not beyond? A. Both.

Q. What would be the third item in that line of shipments from the East to the West, in your judgment? A. I am not sure that iron is second.

Q. Oh, just your judgment about it, you know, as a traffic man for so many years? A. Cement is another thing we have a great deal of.

Q. Does that originate at near-by towns in Illinois and Indiana? A. Within a radius, I should say, of 400 miles of St. Louis, largely.

Q. Mr. Penney, the Merchants' Terminal Railway Company, and the Terminal Railroad Association of St. Louis, together with the respective bridges over which they operate, the Merchants' Bridge and the Eads Bridge, are operated as one property, are they, as far as the freight department is concerned? A. No, sir.

Q. They are not? Wherein are they independent of each other? A. Just as separately as any two companies

could be. We have our Merchants' Bridge accounts and business, and Eads Bridge accounts and business.

Q. Well, you are traffic manager for both roads. A. Yes, sir.

Q. You stated, I believe, awhile ago, that as traffic manager, if one hundred cars were turned over to either one of the corporations, that you could route those cars over either bridge that you thought proper? A. Yes, sir.

Q. Now, is that true of all other carriers that do a transfer business and an interstate business between Illinois and Missouri at St. Louis and East St. Louis? A. I don't know.

(The last two questions and answers were here read to the witness.)

Q. Have you the power, for instance, to route those cars over the Wiggins Ferry? A. Yes, sir.

Q. Where do you get that power? A. The Wiggins Ferry Company, or the Ivory Ferry, would be glad to have the business.

Q. But you are not their traffic manager? A. Not at all. It does not follow that I would have to be traffic manager.

Q. Isn't this true; that the business originating on the Merchants' Terminal, and the business originating on the Terminal Railroad Association, either by delivery by connecting carriers, or from industrial plants or factories on the roads of either corporation named, are handled indiscriminately over Eads Bridge and over the Merchants' Bridge? A. Not indiscriminately. They are handled over the route of least resistance, as we call it.

Mr. Priest: That means the road that would give the quickest and best service? A. That is it.

Mr. Crow: Q. That is, if it is most convenient for you to get the cars from the Blackmer Post Company and send them over the Eads Bridge than the Merchants' Bridge,

then you would send them over the Eads Bridge? A. We do not consider the convenience as much as we do the time.

Q. Put it that way. If you can get a quicker service by sending it over the Eads Bridge, you send it that way? A. Yes. We send it over the line that we can get rid of it quickest.

Q. That is, as between those two companies. A. Yes, sir.

Q. But if you could get it to Illinois quicker by sending it over the Wiggins Ferry, would you send it that way? A. That has never arisen. If we wanted to get rid of freight for any reason, we would not hesitate to give it to the Wiggins Ferry.

Q. If you wanted to get rid of freight for any reason, you would give it to any connecting carrier that is most suitable to you? A. Yes, sir.

Q. That is true not only of the Wiggins Ferry, but any other carrier? A. Yes, sir.

Q. How many carriers are there engaged in the transportation of freight and passengers from East St. Louis, and St. Louis, and Granite City, and Brooklyn, and Venice? A. How many others besides the two bridges?

Q. The two bridges, and two railroad corporations, and the Wiggins Ferry? A. Two bridges, two railroad corporations, and the Wiggins Ferry. The Madison Ferry is one. There is a ferry at South St. Louis—Victor Street, I believe. The Madison Ferry is for teams and passengers. The Victor Street is for teams and passengers. The Ivory Ferry is for freight.

Q. Cars? A. Freight cars; and I don't know whether passengers or not. I believe not.

Q. Is that all of the ferries? A. That is all I know of.

Q. What business does the Interstate Transfer have. A. They are a car ferry.

Q. They are a transfer car ferry? A. Yes, sir.

Q. Do you know who owns the Ivory Ferry? Just a matter of general information. A. The Missouri Pacific and Iron Mountain Railroad.

Q. That ferry, then, is used for the business of that road, and not for the general public, is it? A. It is used for the general public. Yes—it is a general ferry. They use it for the general public.

Q. For all roads? A. Yes, sir.

Q. Who owns the Interstate Transfer? Do you know? A. I do not know.

Q. Do you know who operates it? A. No, sir.

Q. Do you know who its chief officer is, its executive, managing officer? A. No, sir, I do not. Mr. Kavanaugh, I think. He used to be. I don't know whether he is now or not.

Q. The Madison Ferry is simply a wagon and passenger ferry? A. Yes, sir.

Q. Not a car ferry? A. No, sir.

Q. There is no transfer ferry north of Eads Bridge, is there, except the one that the Wiggins Company runs? A. The Interstate goes north.

Q. Does it? How far north does it go? A. About half a mile, or a mile, above the Merchants' Bridge.

Q. Do you know whether the Terminal Railroad Association has any freight depots? A. Yes, sir.

Q. Where are they located? A. About Twelfth to Eighth and Poplar. In that vicinity.

Q. In St. Louis, Missouri? A. Yes, sir.

Q. How many depots have they there? A. Two.

Q. What are their sizes? Not in exact dimensions, but are they small or large? A. Large depots.

Q. Are they the largest depots of their kind in the city? A. No, sir, I should judge not.

Q. Have they any freight depots elsewhere? A. No, sir.

Q. Are there any in East St. Louis? A. No, sir.

Q. Has the Merchants' Bridge Terminal Railway Company any freight depots? A. No, sir.

Q. Has the Terminal Railroad Association any passenger station? A. Yes, sir.

Q. Where is it located? A. At Fifteenth and Market streets.

Q. What is that station known as? A. St. Louis Union Station.

Q. Who handles the trains east-bound out of that station? A. The Terminal Railroad Association.

Q. Where are the trains, for instance, of the Pennsylvania Railroad, delivered to the Pennsylvania Railroad, after leaving the Union Station in this city? A. At the junction, either at the Relay Depot, or "The Willows," as they call it.

Q. In Illinois? A. Yes, sir.

Q. Are those trains made up again there, or do they proceed eastwardly in the manner in which they are made up here? A. I believe that can be better answered by a transportation man.

Q. Of course, if you don't know— A. No, I do not know. Except as a matter of general information.

Q. What official of your company would know about these things? A. Any of the operating officials.

Q. What one? The Master of Transportation? A. Mr. Burlingame, or Mr. Copeland.

Q. Mr. Copeland? What are his initials? A. Mr. J. J. Copeland.

Q. Where is he located? At Union Station? A. Yes, sir.

Q. What position does he occupy with the Terminal Company? A. Superintendent.

Q. Superintendent of the Terminal Company? A. Yes, sir.

Q. Mr. Penney, I will ask you if you know whether or not the Terminal Railroad Association of St. Louis, or the Merchants' Bridge Terminal Railway Company, either through you, or your department, or through any other of the departments of either corporation, has directly or indirectly given or allowed any rebates from the regular tariff?

Mr. Priest: I do not think that is involved in the issues of this case at all.

Mr. Crow: We think it is, in this way. That it has been developed here pretty thoroughly, in fact practically admitted, that they control the transfer between St. Louis and East St. Louis, and that they have established a tariff and rate. Now if they used that power to control this commerce, to discriminate, it is certainly injurious to the public, and meets exactly the spirit of the law under which this proceeding is held. That is the theory on which I ask the question.

Mr. Priest: Now, let's see what the theory of the Bill is. The Bill sets up certain contracts and certain agreements, and says that those contracts and those agreements are illegal, because they tend unreasonably to monopolize and obstruct interstate traffic and commerce. That is the whole charge in the Bill.

The legal question is whether, if those things are proven as alleged in the Bill, they constitute a violation of what is commonly known as the Sherman Act. If they do not, then they have the legal right of existence, and that legal right of existence cannot be broken down by violating some law which is incidental to the exercise of that right. In other words, the charge alleged in the bill either constitutes a violation of that law, or not; and those charges cannot be superadded to by any added delinquency in the performance or enjoyment of a legal right.

The Commissioner: It seems to me that your objection

is well taken. Unless he can show where that element comes in.

Mr. Crow: I did not understand from the order that you had any authority to exclude these questions.

The Commissioner: No, I have not the authority to exclude the question; except that it appears by the testimony offered that it is so irrelevant as to appear to be irrelevant at first blush to any issue that is on trial in this case. That is the information that I got from the judges.

Mr. Crow: Well, in every prosecution of trusts or combinations that I have ever known of, the question of rebates has always been gone into, on the theory that the very power to give a rebate implied a control of the business.

The Commissioner: What is the question?

The question is here read by the stenographer.

Mr. Priest: That certainly has no tendency to prove any of the allegations of the Bill, whatever.

The Commissioner: That is the way it strikes me.

Mr. Crow: Well, I must confess that I am somewhat surprised at it; I will have to take the matter up with the Judge.

The Commissioner: I am perfectly willing that the question should be kept in abeyance, until I can consult the Court about it.

Mr. Priest: There is, of course, a way that the General can get the Court to pass upon that question, if he wants to.

Mr. Nagel: Isn't that a good suggestion; that the Court be asked to pass upon it?

Mr. Priest: Your Honor, we have allowed the greatest latitude, but there must be a limit to it somewhere. We cannot—

The Commissioner (Interrupting): I must say that I am in a peculiar position in regard to this matter. I have repeatedly asked to have my powers defined, but I have not been able to get a clear definition of my powers, except in

regard to certain matters that I insisted upon. As to my power of ruling on irrelevant questions, I will hear the suggestion of the Judges, as a matter of course.

Mr. Crow: Well, you can submit the matter to the Judge. It will be the same as our going up and presenting it.

Mr. Priest: I think the proper way is to empower the Commissioner to pass upon the relevancy or irrelevancy of testimony.

The Commissioner: I have no such power.

Mr. Priest: I am perfectly willing to modify the order, and I think we ought to do so, in order to facilitate this examination.

The Commissioner: I will bring the matter to the attention of the Court.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. Mr. Penney, I assume that your employment by the Terminal Railroad Association of St. Louis during the past eighteen years has given you an opportunity to familiarize yourself with the general terminal situation in St. Louis, and East St. Louis. I will inquire first concerning the facilities for handling terminal business by the Terminal Railroad Association of St. Louis: The lines of that company run generally east and west, across the river, over the Eads Bridge at St. Louis, do they not? A. Yes, sir.

Q. The lines of the Merchants' Bridge Terminal Railway run generally north and south, intersecting the lines of the Terminal Association at right angles? A. At St. Louis, yes, sir.

Q. At St. Louis. The two lines have no connection and no shipping points in common, except that which was made after the agreement between the Terminal Railroad Asso-

ciation and the Merchants' Terminal Railway Company, in 1893? A. That is true.

Q. Where is that connection, and by whom is it owned? You may indicate the point on the map which has been referred to by Mr. Pitzman in his examination. A. I can indicate the point of connection, but not the ownership. This is the point of connection (indicating).

Q. That is from between Eleventh and Twelfth and Ninth Street, south of Cerre, along Cerre Street, and over Cerre Street? A. We call it Eighth and Gratiot.

Q. Now that connection is by an elevated structure which was built by the St. Louis Terminal Railroad Association after 1893? A. About that time.

Q. Where you have described in your examination in chief, the freight depots of the Terminal Railroad Association as located at Twelfth Street, and between Twelfth and Poplar Streets? A. Yes, sir.

Q. Has the Terminal Railroad Association—I mean on the lines of the Terminal Railroad Association in St. Louis—any other freight depots than those two you have described? A. The Cupples Station is considered a freight depot of the Terminal Railroad Association.

Q. The Cupples Station? A. Yes, Cupples Station.

Q. Where is Cupples Station? At the mouth of the tunnel at Eighth Street? A. At the mouth of the tunnel at Eighth and Poplar Streets.

Q. At Eighth and Poplar Streets? How is the Union Depot reached by trains from the Merchants' Terminal Railway?

The Commissioner: Do you mean the Union Station?

Mr. Priest: The Union Station—yes. A. From the Merchants' Bridge over the Levee Elevated up to Eighth and Gratiot, and along about Gratiot Street over the connection, the incline which you have just described as the connection, and down through the Eads Bridge yard.

Q. Over the tracks of the Terminal Railroad Association? A. Yes, sir.

Q. So that independently of the Terminal Railroad Association the Merchants' Bridge Railway Company has no connection with the Union Station whatever? A. No, sir.

Q. Now, suppose freight should originate at some industry, we will say for sake of illustration, between St. Louis Avenue and Dock Street, on the line of the Merchants' Terminal, and it was intended to be delivered to the Frisco Railway for shipment to the West. What terminal lines would be used in transferring that shipment to the Frisco road? A. The Merchants' Bridge line to Eighth and Gratiot, and the Eads Bridge line to Twenty-third Street, the Frisco connection.

Q. In other words, the lines of railway of the Terminal Association, and of the Merchants' Terminal Railway, in St. Louis, are simply supplementary to each other? A. Yes, sir.

Q. And connecting the industries and shipping points of car-load lots in St. Louis with the railroad highways out from St. Louis? A. Yes, sir.

Q. And the terminal system and terminal advantages of St. Louis would be incomplete without those roads supplementing each other's efforts? A. Yes, sir.

Q. In addition to freight depots, has the Merchants' Terminal any team tracks or sidings? A. Yes, sir.

Q. How many team tracks or sidings has that company in St. Louis, and where are they located? A. I don't know the exact number. One is located at Twelfth and Gratiot Streets; another at Main and Carr Streets; another at Main and Biddle Streets; another at Main and Florida Streets; another at Main and Tyler Streets; another at Main and North Market Streets; another at Main and Branch Streets, running up toward Broadway; another at Main and Destrehan Streets; another at Main

and Bremen Avenue; another at Ferry Street—I don't know whether it is Main and Ferry—but at Ferry Street; another at Grand Avenue, just east of the intersection of Broadway.

Q. These last ones that you have mentioned are located on the line of the Merchants' Bridge Terminal Railway? A. They are all located on the line of the Merchants' Bridge Terminal Railway.

Q. How are these team tracks used? Explain the operation there, of receiving and discharging freight, and what facilities are necessary? A. They are used for the loading and unloading of freight to and from St. Louis proper. They are common to all railroads entering St. Louis and East St. Louis. They furnish the tracks with the proper road-ways for getting to the cars.

Q. The tracks upon which cars to be loaded or to be unloaded are placed? A. Yes, sir.

Q. The roadways are so that teams may approach and load and unload from the cars? A. Yes, sir. The yards are policed and in charge of yard clerks, for the performance of the routine duties incident to the loading and unloading of cars.

Q. Does the line of the Merchants' Terminal, or the Wiggins Ferry, so far as you know, handle any merchandise in parcels? A. No, sir.

Q. Why do they not handle it in parcels? A. No demand for it, I presume.

Q. So that the work principally performed by those two companies, so far as you know, is in delivering bulk freight, freight in cars? A. Car-load freight.

Q. To and from the industries and the unloading tracks? A. Yes, sir.

Mr. Crow: Which two companies is that?

Mr. Priest: The Merchants' Terminal Railway and the Wiggins Ferry.

Q. Some parcel business is done by the Merchants' Terminal Association? A. Between lines, a great deal, I was going to add.

Mr. Crow: What do you mean by "between lines?" A. Between connecting lines; as different from its having a warehouse of its own. For instance, the Wabash has opened a St. Louis station for less than car-load business, and the Merchants' Railway handles that business between the Wabash terminals in St. Louis and the Wabash line into East St. Louis.

Q. Do either the Merchants' Bridge Terminal Railway, or the Terminal Railroad Association of St. Louis, or the Wiggins Ferry Company, do any other than that which is commonly denominated a terminal or switching business? A. No, sir.

Q. Aside from the passenger train operated on the Merchants' Terminal, to which you have referred, no passenger trains or freight trains are operated over either of these lines? A. Oh, yes.

Q. I mean by schedule time. Of cars owned by those companies? A. No, sir.

Q. Of course, we understand that the Terminal Association handles all of the trains coming into East St. Louis from the East; to take them either at "The Willows," by the Merchants' Terminal, or at the Relay Junction, by the Terminal Association, and bring them into Union Station? A. We have no trains of our own except those I have mentioned.

Q. Now, I am getting you a little bit out of your line of business; but, take, for instance, the Pennsylvania Railway Company trains out of St. Louis. Some of them go over the Merchants' Bridge by way of the Terminal Association tracks and the Merchants' Bridge Terminal Railway tracks? A. Yes, sir.

Q. That is done in order to avoid the inconvenience to

the traveling public, occasioned by the smoke of the tunnel in passing over Eads Bridge, isn't it? A. That is what they advertise.

Q. Well, a good many of the roads prefer that the passenger trains go that way in order to avoid the tunnel? A. The passengers desire to go over that line, and insist, as far as they can, in going over that line, to avoid the tunnel.

Q. That tunnel extends from Gratiot Street— A. (Interrupting) Eighth and Clark Avenue.

Q. Up to Washington Avenue? A. Third and Washington.

Q. Thence on Washington Avenue to Main Street? A. Yes, sir.

Q. Is there any physical connection on the west side of the Mississippi River between the tracks of the Terminal Railroad Association of St. Louis and the Transfer Railway Company? A. No, sir.

Q. You have said to General Crow that the charges for the same service on the Merchants' Bridge Terminal Railway and on the St. Louis Terminal Association, for like service, is the same? A. Yes, sir.

Q. Is that true with respect of the service rendered by railroads generally between points; say, for instance, between Chicago and St. Louis, are the rates on the different lines running between Chicago and St. Louis the same? A. Yes, sir.

Q. And the rates which have been published by the Terminal Railroad Association, and the Merchants' Bridge Terminal Railway, have been filed with the Interstate Commerce Commission? A. Yes, sir.

Q. And each of these schedules has been signed by you as officer of the St. Louis Terminal Association, and of the Merchants' Terminal Railway? A. Yes, sir.

Q. When did you first begin filing those schedules with

the Interstate Commerce Commission? A. When I took charge of the tariffs, the publication of the tariffs and rates, in 1894.

Q. In 1894? A. Yes, sir.

Q. There has never been any concealment of the fact that you are acting as traffic manager for both of those lines? A. No, sir.

Q. And the schedules filed with the Interstate Commerce Commission bear your name as traffic manager of both of those roads? A. Yes, sir.

Q. This passenger train that you spoke of on the Merchants' Terminal Railway, is a train to accommodate—leaving at the foot of Washington Avenue in St. Louis—is to accommodate the workmen who live in St. Louis and who are employed in the industries over in Madison, Granite City, and East St. Louis? A. Yes, sir.

Q. And it runs only in the early morning, and late evening, to accommodate those workmen? A. It runs all day.

Q. Does it run all day? A. Yes, sir.

Q. And it is simply an incident to the general business of that company, to accommodate people employed over there? A. Yes, sir.

Q. Who would otherwise be without convenient service? A. Yes, sir.

Q. Now, Mr. Penney, isn't it a fact that with all of the terminals as portrayed on this map which you have now in front of you (I refer to the map concerning which Mr. Pitzman has testified) the railroad interests in St. Louis are still cramped for terminal facilities? A. Yes, sir.

Q. And has there not been an effort on the part of the railroads and the Terminal Association of St. Louis to extend and enlarge the facilities? A. Yes, sir.

Q. An earnest effort? A. Yes, sir.

Q. And that effort requires the concurrence of the Mu-

nicipal Assembly of St. Louis, which the Association has been unable to get, so far? A. Yes, sir.

Q. Now, Mr. Penney, I will ask you, from your experience as traffic manager, and as a railroad man, whether, if all of those terminals were combined under the control of one person, or one management, the commerce of St. Louis and East St. Louis could not be served with greater economy and facility, than if they existed as independent lines? A. Yes, sir.

Q. Under one management, every railroad entering St. Louis would be able to compete for the business which would arise at any industry upon any one of the lines, if they were united? A. Yes, sir.

Q. Otherwise, they would not be able to compete, because they would not have the same facilities; isn't that true? The same track facilities. A. They would not be able to compete; they would not have the same facilities, and would not be able to do the same business they are now doing.

Q. There are physical difficulties in the way of extending and enlarging the facilities in St. Louis, together with the want of legal consent by the public authorities of St. Louis, are there not? A. Yes, sir.

Q. Now to illustrate this inconvenience, suppose we start with a car of merchandise, or of anything else coming in over the Frisco road and delivered to the Terminal Railroad Association at Twenty-third Street, in St. Louis, Missouri, destined, we will say, to a point at the stock yards in East St. Louis. The car would be received at Twenty-third Street by the Terminal Railroad Association; it would then be delivered to the Merchants' Bridge Company at the connection here? A. Yes, sir.

Q. It would wait, according to the usual practice, an inspection there, to see if it was in a condition to be received? A. Yes, sir.

Q. On a delivering track, wouldn't it? A. Yes, sir.

Q. Then, after it was accepted, and it suited the convenience of the Merchants' Terminal Railway, it would take the car and deliver it to the next connecting carrier—which would be the East St. Louis Belt Railway. When it got to that point of connection, it would be delivered upon a delivering track, subject to inspection by the receiving company, and if found correct would await the convenience of the East St. Louis Belt Railway, and so on. Each connecting carrier, according to the usual practice, and the Master Car Builders' rule, would be entitled to inspect the car before it would be compelled to receive it, and all of that would occasion delay and a multiplication of agents in handling it, would it not? A. Yes, sir.

Q. Whereas, if there was one handling it, the car, immediately upon its arrival, would be delivered from Twenty-third Street to the National Stock Yards? A. Yes, sir.

Q. Have you any knowledge of the amount of time consumed by that process, if multiplied by the volume of business done over these different lines in St. Louis? A. We interchange 7,000 freight cars a day.

Mr. Crow: When you say "we," do you mean the two railroad companies? A. When I say "we," I am speaking generally of the Merchants' and the Eads.

Mr. Crow: And the Wiggins Ferry Company? A. No, sir. I don't know anything about that. The inspection probably takes now two minutes to the car. If those cars were inspected under the joint inspection rules at each connection of one of the companies that are shown here (indicating the Pitzman map) as being separate companies, it would increase, in my judgment, the inspection time alone, ten-fold.

Mr. Crow: Q. You mean the time now given to inspection would be increased ten-fold? A. Yes, sir. The result of it would be a capacity to handle perhaps seven or

eight hundred cars, at a maximum, instead of 7,000, a day.

Mr. Priest: Q. And the number of employes would be increased to meet that increased service? A. It would be an impossible thing to do. You cannot calculate the number of employes it would take.

Q. Do you know, as a fact, who are the owners of the stock of the St. Louis Terminal Railroad Association? A. No, sir.

Q. So in your opinion, Mr. Penney, to operate these terminals as independent roads, as railroads are now operated, and under the rules, it would be a practical embargo upon commerce in St. Louis? A. Absolute paralysis.

Mr. Priest: It is our purpose to show, as set forth in the Answer, that this terminal property is owned by the railroads jointly, as a terminal facility, and employed by them and maintained by them, and that no dividends are paid upon its stock at all, but that all of its earnings go to maintain the structure, and to extend the facilities. And it is so provided there are no dividends to accrue. It is to serve as a public utility, at the command, and for the convenience of all of the railroads entering St. Louis. But this witness seems to have no personal knowledge of that, and his business does not bring him in connection with that.

Q. Is that true, Mr. Penney? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Then it is because these roads are operated—the Merchants' Bridge Terminal Railway and the Terminal Railroad Association—as one road, so far as connections are concerned—that enables them to handle the 7,000 cars a day, is it? A. Yes, sir.

Q. Then, they are practically operated as one road? A. I was not speaking of the Merchants' Bridge. I was speaking of the some twenty lines here.

Q. You include the business each side of the river, do you? A. Yes, sir.

Q. Don't you include the Merchants' Bridge in there? A. Yes, sir.

Q. Both bridges? A. I include every one—as I understand the question asked—every one of the different colored lines here (indicating Pitzman map), as a separate company.

Q. You don't want to be understood to mean to testify, do you, that if these corporations were operated independently, that the business of St. Louis could not be carried on by them in practically the same shape it is now, do you? A. Absolutely.

Q. You do? A. Yes, sir.

Q. Then if they should get into the hands of competitors, your idea, as a traffic man, is that the business of St. Louis would be paralyzed? A. Absolutely.

Q. There was a time, wasn't there, when they were not in the hands of the same corporation, and not operated jointly, wasn't there? A. Not within my knowledge.

Q. Not within your knowledge? You began work for the Terminal in 1888? A. Yes, sir.

Q. Did the Terminal at that time own the Wiggins Ferry? A. No, sir.

Q. Up to 1893 they did not own the Merchants' Bridge either, did they? A. Not that I know of.

Q. The Merchants' Bridge Company was operative, wasn't it? A. Yes, sir.

Q. The business of St. Louis went on, didn't it? A. If you will allow me to explain; I was not speaking of the three companies; I was speaking of the various companies that go to make up each one of the three companies you are speaking of, when I said that if they were operated separately the business would be absolutely paralyzed.

Q. Explain what you mean by that? A. Here is one company—

Q. Mention them. Give the name of the company you mean. A. The Terminal Railroad Association; the Union Railway & Transit Company; the Tunnel Railway of St. Louis; Eads Bridge; Terminal Railway of East St. Louis; East St. Louis and Carondelet Railway—

Q. You mean the constituent companies that have been built up from time to time, and that now form, first the Terminal Railroad Association, and then the Merchants' Bridge Railway Company, and then the Wiggins Ferry Company? A. Yes, sir.

Q. I did not understand that was what you testified to. A. I understood that was the question.

Q. Referring now to the various companies that you have mentioned; you know, as a matter of fact, don't you, that they were all short and comparatively insignificant pieces of line, as compared with the present system into which they are merged—the Terminal Railroad Association? A. Yes, sir.

Q. And never were intended to be operated independently, were they? A. No, I should not think so.

Q. As a practical railroad man, you know that? A. Yes, sir.

Q. And when the additions were made to what is now the Terminal Company from time to time, necessarily the operation was as one company? A. Yes, sir.

Q. Are you acquainted with the location of the Relay Depot in East St. Louis? A. Yes, sir.

Q. Does your business as traffic manager cause you to understand the workings of that institution known as the Relay Depot? A. No, sir.

Q. Do the two lines that you represent as traffic manager deliver freight to the relay depot? A. Only one.

Q. Only one? A. The Eads Bridge.

Q. Now speaking about those passenger trains operated by the Merchants' Bridge Terminal Railway Company, I will ask you if it is not a fact that those trains pass over the Eads Bridge as well as the Merchants' Bridge? A. No, sir.

Q. All over the Merchants' Bridge? A. Yes, sir.

Q. They are intended to serve not only people that live in St. Louis, but people that live in Madison and Granite City, are they not? The residents there? A. The trains were put on for the purpose of serving those industries at Madison and Granite City.

Q. They carry anybody, though, that will buy a ticket and get on and ride? A. Yes, sir.

Q. Isn't it a fact that the citizens of Madison and Granite City do most of their travel between St. Louis and their respective towns by means of this Merchants' Bridge Terminal Railway? A. Our ticket sales would indicate that there are very few.

Q. What is their method of getting over? A. I think the most popular is the traction line.

Q. Is there a trolley line to Madison and Granite City? A. To Madison, and East St. Louis. Yes, sir.

Q. The trolley runs up there? A. Yes, sir.

Q. Then the traffic goes over the Eads Bridge? A. Or the Madison Ferry.

Q. How long has it been running up there? A. Several years.

Q. Several years? A. Yes, sir.

Q. Do you know the distance between the Eads Bridge and the Merchants' Bridge? A. About two and a half miles.

Q. The St. Louis Transfer Railway Company's tracks run up the west bank of the Mississippi River from a point below the Eads Bridge to a point north of the Merchants'

Bridge, don't they? A. They run to about Grand Avenue, I think.

Q. That is north of the Merchants' Bridge, where Grand Avenue goes into the river? A. Yes, sir.

Q. Now, the Merchants' Bridge Terminal Railway Company's tracks run from the west approach of the Merchants' Bridge, down the river, southward, practically parallel with the Transfer tracks, until they reach the elevated road, don't they? A. Yes, sir.

Q. And there they pass along the same street, but above the surface instead of under it? A. Yes, sir.

Q. Down to Gratiot Street, or that neighborhood? A. Yes, sir.

Q. Where it turns westward and connects with the Merchants' Terminal Railway tracks? A. Yes, sir.

Q. The Merchants' Terminal Railway Company, together with the Merchants' Bridge, was built as a competitor, was it not, of the Eads Bridge, and the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. And the Wiggins Ferry was there doing the same kind of business that it does now, practically, prior to the time that either of them was built, wasn't it? A. Yes, sir.

Q. And it still continues to do the same kind of business that both the Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association does? A. In a measure—yes.

Q. Do you know whether or not the Wiggins Ferry Company transfers any passenger cars? A. I do not know.

Q. They don't transfer passenger cars here at all now, do they? A. No, sir.

Q. But there are a great many freight cars transferred by ferry, aren't there? A. Yes, sir.

Q. Can you tell me how many lines of Eastern railways

come into East St. Louis? Have you any knowledge on that subject? A. I can, by counting them up.

Q. Well, never mind. A. I think there are sixteen, if my memory serves me.

Q. Can you tell me how many come to St. Louis from the West. A. Six.

Q. Six main lines? A. Yes, sir.

Q. That makes twenty-two railroads? A. Twenty-two.

Q. I believe you stated awhile ago that you had no knowledge of the arrangements between the transfer companies and those Eastern lines, except in a general way? A. Well, yes, I have knowledge.

Q. Of what portion of the business do you have any knowledge? Do you have any knowledge of the contracts that they make for delivery? A. Oh, no. My knowledge would be the same as possessed by any other railroad traffic man in St. Louis.

Q. What would that be—what character—of a general nature? A. A general nature. But, nevertheless, it is correct.

Q. Have you any knowledge of the arrangements that the Transfer Company has for securing the goods outbound and inbound from St. Louis, that is destined to travel over the rails of the Eastern roads? A. I would say not, except through their warehouse.

Q. Have they warehouses here in St. Louis? A. They utilize the warehouse of the St. Louis Transfer Company for accomplishing their St. Louis rate.

Q. What do you mean by that? A. The freight rates to and from the East are now made to St. Louis, and have been since the first of the year.

Q. The first of 1906? A. Yes, sir. St. Louis bills of lading have been given, and the Eastern roads make the

St. Louis Transfer Company depots the delivering points, at the St. Louis rate, for St. Louis business.

Q. How was that St. Louis rate made up? East St. Louis plus the Terminal rate? A. No, sir.

Q. How was it? A. It was made up of a rate to St. Louis, a differential higher than East St. Louis.

Q. Made up of a rate to East St. Louis, plus the transfer charge, wasn't it? A. No, sir.

Q. Well, what was it made up of? A. It was made up, as I say, of a rate to East St. Louis, plus a differential, which is not a transfer charge.

Q. How much per hundred pounds? A. A maximum of one cent a hundred pounds from East St. Louis on less than car-load business.

Q. On what lines of goods? A. Dry goods, hats and caps, boots and shoes, woodenware—nearly every class of merchandise in less than car-loads.

Q. First class merchandise? A. First, second and third.

Q. Coal, however, is omitted from that classification? A. It is reduced 33 1-3 per cent.

Q. I say it was omitted from that classification? A. This is the official classification, which does not apply to Illinois.

Q. Does not apply to points anywhere in Illinois? A. No, sir.

Q. To all points beyond Illinois? A. Yes, sir.

Q. That is, the eastern boundary of Illinois? A. All points beyond the eastern boundary of the State of Illinois, practically.

Q. Is that the extent of your knowledge of the transfer arrangements between the railroads and the St. Louis Transfer Company? A. Yes, sir, practically.

Not being able to complete the taking of testimony, I

adjourn the further hearing of same until Thursday, July 12th, 1906, at 10 o'clock, a. m.

R. E. Rombauer, Special Commissioner.

St. Louis, July 12, 1906.

Met pursuant to adjournment as above, on Thursday, July 12, 1906, at 10 o'clock a. m., in the U. S. Court of Appeals Room, in the Federal Building in the city of St. Louis.

Present: Mr. R. E. Rombauer, Special Commissioner. Messrs. D. P. Dyer, E. C. Crow, Charles Nagle and Chester Krum in behalf of the Complainant; and Messrs. M. F. Watts, and H. S. Priest, in behalf of the Respondent.

The following proceedings were had:

Mr. Dyer: In this matter of taking testimony, there are certain witnesses here to-day, and others will be here to-morrow and the next day, whose testimony we desire to take during the present week; but the Government's counsel appreciate fully the urgency for some vacation in the summertime, when it is more convenient to Your Honor and more convenient to counsel to take it; and after conference this morning we have sought to accommodate each other, with a view of expediting this case and closing the taking of testimony as soon as possible. If Your Honor pleases, we have agreed that after this week's testimony is concluded you may announce an adjournment until the first Monday in October, 1906.

It is stipulated and agreed by and between counsel for the Government and counsel for the Respondent, in this case, that the Complainant in the Bill shall have until the 20th of October, 1906, to conclude the taking of testimony upon the part of the Government; and that the Respondent shall have until the 1st day of November, 1906, to conclude the taking of testimony upon its part. If necessary the Com-

plainant shall have ten days after said 1st day of November, 1906, in which to put in rebuttal testimony, if any such be required; with this reservation, however, that if either side is unable to produce any witness or witnesses during the period of time covered by this stipulation, then the Court may grant such further time for the taking of their testimony, with all expedition, as may be fair and proper, for both sides.

The Commissioner: I understand this has been agreed to by both sides, and it may be entered upon the record.

GEORGE H. MORGAN, a witness of lawful age, being duly produced, sworn and examined on the part of the Complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence and occupation. A. George H. Morgan; St. Louis, Missouri; Secretary of the Merchants' Exchange of the City of St. Louis.

Q. As Secretary of the Merchants' Exchange, do you compile the tonnage of St. Louis, inbound and outbound? A. I do.

Q. In that compilation is it separated into tonnage that goes eastward and comes from the East into St. Louis, and that which goes in other directions? A. The inbound and outbound tonnage of each road is reported.

Q. Of each road? A. Each road.

Q. Who reports that? A. The local agents of the various roads.

Q. Of the respective roads? A. Yes, sir.

Q. To whom is that report made? A. It is made to the Merchants' Exchange.

Q. And to what particular officer of the Merchants' Exchange. A. To myself.

Q. What do you do with that material when you get it?

A. Those statements are made monthly; I aggregate them and at the end of the year make up a total and publish it.

Q. Have you the reports for the years 1904 and 1905 of the roads used for inbound and outbound shipments? A. I have.

Q. On different items? A. Yes, sir.

Q. Have you it on the item of coal for inbound shipments? A. I have the inbound shipments of coal, but not the outbound.

Q. Will you give the stenographer the total tonnage for the years 1904 and 1905? A. I have it in print here (indicating circular).

Mr. Watts: Why not offer the printed statement?

Mr. Crow: Q. This is the total tonnage you have here, of everything? A. Yes, sir.

Q. This is an accurate, printed copy of the reports compiled by you? A. Yes, sir, that is correct.

Mr. Crow: We offer in evidence this printed statement, being a report made to the Merchants' Exchange of St. Louis of the business of the St. Louis Bridges and Ferries for the year 1905, which contains also the amount of coal received in St. Louis over the respective roads and by river, for the years 1905, 1904, 1903 and 1902.

The Witness: I ought to state that these figures comprise receipts on both sides of the river; that is not separated; all of the tonnage brought in on the East side, whether it comes over to this side or not, is included in this statement.

Q. I do not catch your point. A. These receipts of inbound and outbound freight received on the east side of the river are included. The freight that is transferred to St. Louis is not separated. In other words, say the Baltimore & Ohio Railroad brought into East St. Louis so many tons of coal. Whether that all came over on this side, we

do not know. As we know, a great deal of it goes to the industries in East St. Louis.

Q. And you have no figures to show that? A. No, sir.

Q. Then your figures count East St. Louis freight as East St. Louis freight? A. Yes, sir, as St. Louis freight.

The paper referred to is marked "Complainant's Exhibit No. 28."

Q. This report shows the business on the bridges? A. Yes, sir, on the first page.

Q. But it does not show the coal that goes over the bridges? A. No, sir.

Q. Haven't you those figures? A. No, sir.

Q. I thought you compiled a book that showed the coal that came over the bridges and ferries. A. That is the same thing. That is what is published in our Annual Report.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. Have you in your office the data showing the growth of the traffic in St. Louis and East St. Louis during the past twenty-five years? A. I don't know that I have those tonnage statements for that length of time. I have it for a number of years.

Q. How far back? A. I don't recall now, but for a number of years, fifteen years, perhaps.

Q. Your comparison here (indicating Exhibit No. 28) extends back to 1895 only? A. I think I have it for longer.

Q. This tonnage from west to east has increased from 2,825,077 tons to 6,508,884 tons in 1905, has it not? A. I think those are the figures there.

Q. The total tonnage from east to west increased from 5,627,882 tons in 1895 to 9,653,892 tons in 1905? A. Yes, sir, that is right.

Q. The total increase in both ways, from 1895 to 1905,

was from 8,452,959 tons to 16,162,776 tons? A. Yes, sir, that is right.

Q. That is practically double. A. Nearly.

Q. In ten years? A. Yes, sir.

Q. Are you familiar with the physical terminals in St. Louis? A. No, sir.

Q. You know nothing about the operation of the terminals? A. No, sir, I have no occasion to know about them.

Q. In your data you treat East St. Louis and St. Louis as common commercial points? A. Yes, sir.

Q. And it is so understood in commerce? A. Yes, sir.

Q. Mr. Morgan, if you have it conveniently, will you kindly tabulate the statistics of the traffic from 1895 back as far as you have them. I should like you to go back to 1887, and include in that the traffic done on the river by boats, and the dimunition of the traffic by river. That has diminished constantly since the railroads were opened, has it not? A. I understand you mean inbound and outbound freight by river?

Q. Yes, and the combination of the two. A. Yes, sir.

Q. As far back as you have it. A. Very well. By river and rail. You mean a tonnage statement like this (indicating Exhibit 28)?

Q. Yes. A. I can do that, yes.

Q. Showing the increase of tonnage by rail, if there has been an increase; and the diminution of tonnage by river, if there has been a diminution. A. Very well, I will do it.

RE-DIRECT EXAMINATION BY MR. CROW:

Q. Are you familiar with the circumstances that led up to the securing of the charter for the Merchants' Bridge? A. Well, somewhat.

Q. Were you present when the meetings were held on

the Merchants' Exchange in favor of the enterprise? A. Yes, sir.

Q. Did you know anything about the amendment to the charter? A. I did not, no, sir.

Q. You were not a member of the Board of Directors, or anything of that sort? A. No, sir.

Q. And all you know was what was a matter of general knowledge? A. I know what was a matter of record before the Board.

Q. You mean the Board of Directors of the Merchants' Exchange? A. Yes, sir.

Q. Was the proposition before the Board? A. You mean the charter?

Q. No, I mean the proposition to build the Merchants' Bridge? A. Yes, sir.

Q. The Merchants' Exchange officially did not take any action on it, did they? A. Why, as I recall it—it is a long time ago—the Exchange did take action looking to getting a charter for the new Bridge. But it was found that the Exchange under its charter could not undertake such an enterprise, and, as I remember now, the Bridge Company was then formed.

Q. And that was all the connection that the Merchants' Exchange had with the matter—that is, official connection? A. If I remember aright, certain gentlemen were requested to take the matter up and carry it on, as the Exchange, as a corporation, was not empowered, under its charter, to undertake it.

Amount of freight in tons received at and forwarded from St. Louis (including East St. Louis) for years named:

	By Rail.	By River.	Total Tons.
1905	39,141,663	370,425	39,512,088
1904	37,050,165	377,935	37,429,000

1903	34,551,579	552,617	35,104,196
1902	29,096,395	641,182	29,737,577
1901	28,086,588	672,076	28,758,664
1900	24,555,750	757,590	25,313,340
1899	23,072,265	669,815	23,742,080
1898	20,042,169	906,168	20,948,337
1897	18,058,544	1,046,035	19,104,579
1896	16,163,844	1,244,175	17,408,019
1895	15,838,671	812,185	16,650,856
1894	14,293,166	946,590	15,239,756
1893	15,962,532	1,036,305	16,998,837
1892	17,198,759	1,189,415	18,388,174
1891	15,314,957	1,105,070	16,420,027
1890	15,240,141	1,265,592	16,505,733
1889	13,525,058	1,390,385	14,909,443
1888	12,216,835	1,238,925	13,455,760
1887	12,855,954	1,503,105	14,359,059
1886	10,728,110	1,332,885	12,060,995
1885	10,301,301	1,267,100	11,568,401
1884	10,052,206	1,274,285	11,326,461
1883	10,408,939	1,537,850	11,946,789
1882	10,649,782	1,843,475	12,493,257
1881	10,213,487	2,092,455	12,305,942
1880	8,852,204	2,129,700	10,981,904
1879	6,948,794	1,366,115	8,314,909
1878	5,665,866	1,329,375	6,995,241
1877	5,117,238	1,242,155	6,359,393
1876	5,091,170	1,289,480	6,380,650
1875	4,534,200	1,302,620	5,836,840
1874	4,395,769	1,441,090	5,835,859
1873	4,400,594	1,584,305	5,984,899

Statement furnished by Mr. George H. Morgan, in response to request by counsel for the defendant.

O. A. ORVIS, a witness of lawful age, being duly pro-

duced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Please give your name, residence and occupation? A. O. A. Orvis; St. Louis, Missouri; I receive and ship grain.

Q. How long have you been in the grain business here? A. Fourteen years.

Q. Were you in the grain business before you came here? A. Yes, sir.

Q. Whereabouts? A. In Kansas City.

Q. What is the character of the business that you do in receiving and shipping grain—describe it? A. I am a buyer; buy it and bring it in here; sell it and ship it out.

Q. You buy it at points outside of the City of St. Louis and ship it into the City of St. Louis? A. Yes, sir.

Q. You ship it in in the name of your firm or your own name? A. Yes, sir.

Q. And when you ship it out it is shipped out to some party who buys it? A. Yes, sir, some party in the South or East.

Q. You are familiar with the character of the service rendered by the Merchants' Bridge Terminal Association, and the Terminal Railroad Association—what is commonly termed the terminal service, here in St. Louis, are you? A. Yes, sir.

Q. I will get you to state whether or not your business suffered any delays by reason of the service?

Mr. Priest: We object to the question in that form. It is for the witness to state the facts, and not draw his conclusions.

The Commissioner: The objection will be noted.

Mr. Crow: Q. Tell us the facts that have happened with reference to the shipment of grain by you, whether

or not the delivery from these terminal tracks, and the roads in connection therewith, has been prompt at all times? A. Well, yes, they are as prompt as the facilities at their disposal would allow.

Q. Have you suffered any delays? A. Oh, yes, at times, serious delays.

Q. When did that happen? A. Oh, that was two or three years ago, just prior to the World's Fair.

Q. How extensive were your delays? A. Oh, sometimes we would be eight or ten days getting a car across the river.

Q. After it arrived at the east side? A. Yes, sir, but more on this side, coming east. My business would be that way more.

Q. Do you know, or did you ever investigate to learn the cause? A. Yes, sir.

Q. What was it? A. Lack of motive power, and terminal facilities.

Q. Lack of motive power on the part of the Terminal Companies? A. No, sir, the inbound Companies. The roads bringing it in, not being able to move it promptly to the switch road, and then when the switch road would get it, it had not trackage room to handle it as promptly as they should.

E. H. EHRLER, a witness of lawful age, being duly produced, sworn and examined, testified, in behalf of the complainant, as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Give your name, residence and occupation. A. E. H. Ehrler; St. Louis, Missouri; Traffic Manager for the Graham Paper Company.

Q. How long have you been Traffic Manager for that Company? A. About twenty-five years.

Q. What are your duties as Traffic Manager of that Company? A. Everything pertaining to freight matters in a commercial business.

Q. The shipping of goods in and out? A. Shipping in and out, routing the freight, handling the freight claims, tracing, looking after the deliveries of freight at the depots whenever there is any delay, or to look after the payments of freight bills at the various stations, and car service matters of that kind.

Q. How does the volume of business carried on by your house compare with the volume of business carried on by similar houses throughout the country? A. In a similar line of trade, you mean?

Q. Yes, that is what I mean. A. The probabilities are, that the Graham Paper Company is second to none, so far as the paper business is concerned.

Q. What particular kind of paper do you handle? A. We handle all kinds of paper, except wall paper; that is a special business.

Q. Your house is not a manufacturer of paper? A. No, sir.

Q. You are what is termed a "jobber?" A. Jobbers and wholesalers.

Q. You are familiar with the terminal conditions here in St. Louis, of course? A. Yes, sir.

Q. And with the rail conditions and facilities in and out of the city? A. Yes, sir.

Q. Does your house do any business that requires you to handle goods across the river, backward and forward? A. A good deal of it, yes.

Q. What method do you use there, to get your goods across the river, where you have a shipment that goes to Indiana or Ohio, say? A. We handle all of our business to and from East St. Louis with our own teams—that is, 95 per cent. of it.

Q. What is the reason you do that? A. So as to be able to better serve the trade.

Q. In what way do you better serve your trade by handling it with your own teams? A. For instance, in making a shipment to any point in Illinois or east thereof, by carting it across the river with teams, we endeavor to get it to the railroad in time to load it out the same day, so as to have the shipment at its destination the following day, or as soon thereafter as possible; whereas, if we delivered it on this side, the chances are it would be delayed about twenty-four hours or longer by reason of its having to be forwarded from the terminals on this side to the terminals on the east side, and unloaded in station order.

Q. If it is delivered to some warehouse of the Terminal Railroad Association, or in a car on the receiving track of the Terminal Railroad Association, on this side of the river, suppose it is bound over the Pennsylvania, to a point over in Indiana, what would be the process of handling and re-handling which that shipment would go through? A. On less than car-load shipments we would necessarily have to deliver it to the Terminal Railroad Association station—or to the St. Louis Transfer Company, rather. In delivering it to the Terminal Company it would necessarily have to be unloaded at the Vandalia depot in East St. Louis, and reloaded again the next day.

Q. What do you mean by that? Do you mean it would be loaded here in St. Louis for the Pennsylvania Railroad depot in East St. Louis? A. Yes, sir.

Q. Then, what would happen in East St. Louis? A. They would take it out of the car, and place it, in station order, in the regular line of handling their business. As against that, we deliver to the St. Louis Transfer Company's depots, on this side, and the freight would be taken right over to East St. Louis and delivered right to the

Vandalia depot. That, however, would mean additional cost for transfer.

Q. How much would that additional cost be? A. It would average up about four cents a hundred.

Q. And to obviate that, on less than car-load lots you use your own teams? A. Yes, sir.

Q. If the service was prompt, by delivery to the Terminal Company on this side, the necessity of using your own teams would be obviated? A. If that could be done —yes, sir.

Q. Do you know what that team service costs you, in excess of what the charge would have been if the delivery could be had on this side, a perfect service had—say, for last year?

Mr. Priest: I am utterly at a loss to see the relevancy of this sort of inquiry, but I suppose, to economize time, we will let it go in.

A. It costs more to do business from East St. Louis than it does on this side, because of the longer trips and the charge for bridge transfer, for teams; and since the reduction in the bridge toll we do more business on this side.

Q. When was that reduction made? A. In January or February of this year.

Q. Are you familiar with the method of getting goods into the city that come from the east side lines? A. The conditions west-bound are the same as east-bound. We also haul our in-bound trade from East St. Louis with our own teams.

Q. For what reason? A. For the same reason, that there would be more or less delay in goods getting over from the east side to the west side.

Q. You have had that experience, have you? A. Yes, sir.

Q. Do you know whether or not there is any arrangement between the East side lines that are members of the

Terminal Railroad Association, as they call it, and the St. Louis Transfer Company, for the reception and delivery of freight by the Transfer Company in St. Louis? A. That is a question they are trying to solve now, I believe.

Q. But what was the arrangement, before the 1st of January, 1906, if you know? A. Before that time the freight rates from eastern sections applied to East St. Louis, and another set of freight rates applied to St. Louis. And the St. Louis rate as a general proposition was the bridge toll higher than the East St. Louis rate. Consequently, the Transfer Company, in hauling from East St. Louis, would charge the consignee in St. Louis the cost of drayage on freight to St. Louis.

Q. What would that average, on general merchandise? A. It runs about four cents a hundred.

Q. What would that aggregate for an average size car? A. The maximum car, as a general proposition, is about 30,000 pounds, which would make it about twelve dollars.

Q. I will get you to state—if you know—whether or not, prior to 1906, the East Side lines belonging to the Terminal Company made any allowance to the St. Louis Transfer Company, or the consignee of goods that were ordered delivered from the East Side lines by the St. Louis Transfer Company? A. On shipments delivered direct to the merchants, I hardly believe any allowance was made to the Transfer Company by the railroad company for delivering the goods. But the railroad companies would pay the Transfer Company whenever the Transfer Company would haul the goods to the St. Louis Transfer Company's depot. After that, the merchants would have to call at the St. Louis Transfer Company's depots to get the goods. In other words, I do not believe there are any "store-door" deliveries here.

Q. The goods that were handled by the Transfer Company from East Side lines were delivered to what point in

St. Louis? A. To the St. Louis Transfer Company's depot.

Q. And for that service, you say the railroad companies on the East Side allowed the Transfer Company? A. They would allow the Transfer Company. That applied on such business where the rates were the same to St. Louis and East St. Louis.

Q. But suppose the rates were not the same? A. Then, I believe in most cases the Transfer Company, or the drayage companies, would have arrangements with the commercial houses for a fixed rate for cost of transfer across from East St. Louis to the store door.

Q. After the goods arrive at the warehouse of the St. Louis Transfer Company, how would the merchant get them to his place? A. In that case the St. Louis Transfer Company sends out a notice to the consignee of the arrival of goods. The consignee would go down there, the same as going to any other railroad depot, and obtain delivery.

Q. If the goods were ordered over, say, the Weber Transfer Company, having been billed to St. Louis over the East Side line, would any drayage charge be paid by the railroad, in that event? A. Well, of course I don't know, but I hardly think there would.

Q. Do you know whether or not, they allowed it to any other line than the St. Louis Transfer Company, prior to 1906? A. My impression is they did not, because I know quite a number of private drayage companies that tried from time to time to get similar conditions, but it seemed that usually the railroad companies recognized the St. Louis Transfer Company as their appointed agent. It was not a case of discrimination, but more to regulate the business.

Q. I believe you stated that the reason your house put on this special service of drays and teams of your own was

to enable you to compete with your competitors who sold goods east? A. Yes, sir; for instance, Chicago, Cincinnati, or Indianapolis, will make deliveries in territories east of here the next day; and in order for us to do likewise it is necessary that we deliver our freight to the East St. Louis stations of the different railroads, and get them started out of town.

Q. Do you know any other houses, in different jobbing lines, that are compelled to do the same thing? A. Well, I don't know of any one in particular, but there are any number of firms doing it, because that is the freight that is going across the bridge all the time.

Q. Do you know, as a matter of fact, whether or not there is a heavy traffic of that kind over the Eads Bridge? Do you know that of your own knowledge? A. Yes, sir.

Q. Does any of it go by the ferry, too? A. Well, when I speak of the bridge, I practically speak of the ferries, too, as they are in the same condition. Because a team will take either the bridge or the ferry.

F. H. BLANKENMEISTER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please give your name, residence and occupation? A. F. H. Blankenmeister; St. Louis, Mo.; glass and queensware, at 721-723 North Eleventh Street.

Q. How long have you been in business in St. Louis? A. I have been in business in St. Louis for myself twenty-one years.

Q. Do you wholesale, or retail, or both? A. Wholesale only. I have been thirty-seven years in the line.

Q. Do you do any wholesale business in Illinois or Indiana? A. Yes, in Illinois and Indiana.

Q. Are you acquainted with the service that is rendered by the Terminal Company in handling goods that you may

sell here to be delivered in Illinois? A. Yes, sir, I have used the St. Louis Transfer Company. To give a description of that, in 1885, when I started in business, we had all our goods brought over by the transfer companies at that time. There were different companies. Afterwards we were persuaded to go to the Cupples' Block. We were paying seven, six and five cents a hundred to cross the river. We were persuaded to go to the Cupples' Block, on promise of a special reduction, of a delivery to Twelfth and Poplar Streets, at a two cent rate. In 1902 I retired from the St. Louis Glass & Queensware Company, and started a new business on Washington Avenue, a wholesale business, and I had the St. Louis Transfer Company bring my goods over; of course, I had a part of that refunded—

Q. (Interrupting) Who refunded it? A. The St. Louis Transfer Company, to a five cent rate. I afterwards made an arrangement with the St. Louis Drayage Company. They had their headquarters at Third and Washington Avenue. They are not now in existence. The Columbia Company bought them out, absorbed them or ran them out. After I had used them for about a year, I concluded to take my own team, and I have been using my own team ever since, for several reasons. The best reason is, to get my goods over the river promptly, and to get my goods to my house. When I take goods over the bridge, the team brings goods back. I made arrangements with the railroad company to collect advance charges over the bridge. Every package that went over the bridge cost twenty-five cents, whether it weighed fifty or a hundred pounds. I delivered to my customers, sometimes with a charge and sometimes without a charge, but my charge was never over ten, twenty-five, or fifty cents on big crate lots.

Q. Did you institute this team service of your own because— A. (Interrupting) On account of the saving of time in delivering and receiving my own goods.

Q. Have you had any particular instances of delay in inbound shipments? A. With the Terminal Railroad Company in bulk cars.

Q. What were they? A. The delays were, that the car would come in on Saturday night, or Sunday, as it were, and it would be about ten days before I would get that car. I would telephone every day, and I finally got in with a friend to get him to urge and use his influence to get the car placed on the track, and then after it was placed on the track—this last car—I had a car last week that lay in the Bremen yards for three days before I could get it.

Q. A car of china-ware? A. A car of fruit-jars. Now here is a car (witness produces bill of lading) where there is an overcharge, and I had to get a refund. Here is a car I am unloading now. The car arrived Friday last. I telephoned to the terminals in EastSt. Louis, and to Mr. Clark, and Mr. Rapp, and everyone else, until finally I got the car on this side.

Q. Who are those men? A. They are Terminal Railroad people.

Q. What do you mean by "over-charge?" A. This (indicating paper) is an over-charge. Of course they claimed the railroad made it. This is two cents per hundred extra on the car. The car was to come here at fifteen and a half cents, and they charged me seventeen and a half cents; and the other car is just the same way.

Q. How long have been those delays? Has that been your experience right along? A. It is not very often I get bulk cars, but I have gotten in about seven this year, and there has not been a single one but what was delayed.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. How many teams do you use in getting your merchandise from St. Louis to East St. Louis? A. One team.

Q. Is it a four horse team, or a two horse? A. A two horse team.

Q. How many trips a day does it make each way? A. Sometimes it makes a trip every day. They are supposed to. Of course sometimes things come up. We are unloading this car now, and we have but one team, so we make two trips. Only he cannot make but one trip in the morning, and one in the afternoon.

Q. What is the volume of your annual trade? A. Oh, I don't know; about $75,000 or $100,000.

Q. A year? A. Yes, sir.

Q. That is the total amount of your sales? A. Yes, that is the total amount of our sales. It is not it exactly, but that is as much as I will give.

Q. You say that is not it exactly? A. It may be more.

Q. Where are your sales principally made? A. Illinois, Missouri, Arkansas, Indian Territory and Oklahoma.

Q. Your shipments are principally in piece shipments aren't they? A. In bulk.

Q. In bulk? A. Barrels, casks, crates.

Q. Parcels—you don't use car-load lots? A. No, sir. We sell car-load lots—yes. But they do not come to St. Louis—Well, yes, they come through here sometimes—and they are delayed when they come through. But they are shipped right from the factory. And lots of other goods are shipped right from the factory.

Q. You have had seven cars in the last year, in bulk? A. Fruit jars—this year, I said.

Q. What do you mean by "this year?" A. 1906. I had very few, I think, in 1905. I believe only three cars.

Q. You had a bill of lading in your hand in responding to General Crow's questions; where is that shipment from? A. Cincinnati, Ohio.

Q. What is that road? A. By the Southern road.

Q. Were you notified when the car reached East St.

Louis? A. I don't think I was notified. I telephoned them and told them to look out for the car when it arrived, and they told me when it arrived. They had the car and turned it over to the—

Q. Whom do you mean by "they?" A. The Southern Railroad Company.

Q. You say you asked them to notify you when the car arrived? A. Yes, sir.

Q. The Southern Railroad Company? A. Yes, sir.

Q. You telephoned over there? A. Yes, sir.

Q. And then you were advised that the car had arrived? A. Yes, sir.

Q. Where did it arrive? A. It was what they call—not "The Willows"—but Denverside.

Q. And then what? A. Then I telephoned them again to get it there and turn it over to the Terminal Company—

Q. Whom did you telephone? A St. Clair, 703, the Terminal Company.

Q. You telephoned to the Terminal Company to turn the car over to the Terminal Company? A. I telephoned to the Southern Railroad Company to turn it over to the Terminal Company; and I telephoned the Terminal Company that the car was in the hands of the Southern Railroad Company, and to push it over as quickly as possible. They said they would. I called them up the next morning—

Q. (Interrupting) Whom did you call up? You say "they," and "he"—who are these indefinite people you refer to? A. The Terminal Railroad Company's man. I had nothing more to do with the Southern Railroad then.

Q. Now who of the Terminal Railroad Company did you call up? A. I don't know who it was over there. There used to be a man over there called O———. I don't know his name.

Q. What did he say? A. He said he would see to it that the car came over as quick as possible.

Q. And then what? A. Then I guess we waited. That was Thursday and Friday, and then I telephoned the Terminal Company again on Friday, and I told them I didn't want this car turned over to me on Saturday morning, because we couldn't open the car and take it. He said, "All right. The car is on the way to St. Louis." I telephoned to Mr. Clark at the Carr Street Station, to get my car, and he said he had no notice of it, and didn't know where the car was. Finally, on Monday morning, I got notice from him that the car was in the yard, and would be placed Tuesday morning.

Q. Placed where? A. In the Carr Street Station, on Tuesday morning.

Q. And it was placed there on Tuesday morning? A. Yes, sir; now that was Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, Monday; it was just nine days to get that car over here.

Q. Do you know, as a matter of fact, when it was delivered to the Terminal Company by the Southern Railroad Company? A. I could not tell you that exactly, only what I was told by Mr. Clark, who telephoned me that the car was there.

Q. That was not until Saturday? A. No, sir, that was Tuesday morning.

Q. And you went up then and found the car was there Tuesday morning. A. Yes, right there, and placed nicely, too.

Q. Now, you don't know whether the delay was caused in the yards of the Southern Railroad or in the yards of the Terminal Railroad Company? A. I think it was in the yards of the Terminal.

Q. You think so? A. I didn't follow the car.

Q. You don't know? A. No, sir, I haven't any personal knowledge.

Q. You have no personal knowledge of when the car came into the hands of the Terminal Company? A. Yes, sir, I can infer that, because I telephoned them that the Southern Railroad had stated to me they had turned it over to them.

Q. The Southern Railroad told you that? A. Yes, sir.

Q. But otherwise than that, you have no knowledge of it at all? A. No, sir.

Q. You made some complaint there about an over-charge; whose over-charge was that? A. They claim—

Q. (Interrupting) Who were they? A. The Southern Railroad.

Q The Southern Railroad claimed what? A. They claimed they made an over-charge.

Q. The Southern Railroad claimed they did make an over-charge? A. Yes, sir.

Q. Did you want to create the impression that the Southern Railroad claimed that the Terminal Railroad Company had made an over-charge? A. No, sir; but it had been previous to that that it was charged on cars as a Terminal charge, and it was told me on one car load that I should go to the Big Four—

Q. Who told you? Who is this indefinite individual, "they," and "he?" I want to know the individual. I want to know where to place the responsibility. A. Mr. Clark told me. He said, "I have nothing to do with this over-charge. You go to see the railroad company."

Q. When was that? A. Five or six weeks ago. He said that a Terminal charge should not be put on there, that they refunded it to the Terminal Railroad Company, and that should have been taken off in the start. And I got my money.

Q. So the overcharges, in both instances, were made by

the railroad company? A. I guess that is where it was done.

Q. And not by the Terminal Railroad Association? A. No, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. What day did the Southern Railroad Company tell you they would turn the car over to the Terminal Company? A. Thursday.

Q. A week ago to-day? A. Yes, sir.

Q. Do you know what day that car left Cincinnati? A. Yes, sir. That car left Cincinnati—

Mr. Priest: Of course he cannot know.

A. It was on the invoice. But I haven't the invoice here. It was July—I don't know exactly what date it was. But it don't take long for a car to come over here. It was only two days, I think, or three days at the outside, to come here from Cincinnati.

EDWARD KNIPPENBERG, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation. A. Edward Knippenberg; St. Louis, Missouri; wholesale grocer, located at 206-8-10 South Seventh Street, St. Louis.

Q. You are a jobber of groceries? A. Yes, sir.

Q. A general line? A. Yes, sir.

Q. What territory do you sell? A. Missouri and Illinois.

Q. Have you salesmen traveling in Illinois? A. Yes, sir.

Q. Are you familiar with the service of the Terminal

Railroad Company in transporting goods across the river between the States of Illinois and Missouri, between the cities of East St. Louis and St. Louis? A. Yes, sir.

Q. Have the service that is rendered, and the charges thereon, had any effect on your business; if so, you may state what it is? A. The service is entirely too slow, and the charges are enormous.

Q. What is the effect of that on your business here in St. Louis? A. That we transfer all our goods direct from East St. Louis.

Q. You transfer them with your own teams? A. Yes, sir.

Q. That is an additional cost and expense to you? A. Yes, sir, especially since June 1st.

Q. If you did not so transfer it, could you compete with jobbers in Indianapolis, Chicago and other places? A. No, sir.

WILLIAM E. BURR, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name and occupation? A. William E. Burr; President of the Carterville Coal Company.

Q. Where does the Carterville Coal Company do its business? A. We operate mines in Williamson County, Illinois, one hundred miles southeast of here.

Q. On what road? A. The Illinois Central.

Q. Any other road? A. No, sir.

Q. Do any other roads reach that district? A. Yes, sir, but no others reach us.

Q. What other roads reach that district? A. The Missouri Pacific, and the Burlington.

Q. What line of the Missouri Pacific? A. I believe what is known as their Illinois Division.

Q. Where does that run—to the Thebes Bridge? A. It runs down to Fountain Bluff, and there strikes the Main Line of what is known as "The Old Valley Road."

Q. Were you operating the Carterville Coal Company—or your company operating it—last spring? A. Yes, sir.

Q. Do you remember what the rate was from the Carterville District, over the Illinois Central Railroad, into St. Louis, up to that time, a year ago last spring? A. I think it was a year ago that the rate was changed from 62½ cents to 40 cents, and then cut to 35 cents.

Q. Do you remember the circumstances under which that cut occurred? A. My remembrance is that it was made by reason of the cut made by the Missouri Pacific Railroad.

Q. Do you remember investigating that matter? A. The only investigating I did was that I thought some of my competitors were selling coal too cheap, and I made several trips to Chicago to make my complaint, that I thought we ought to have reduction in the rate.

Q. To whom did you make your complaint? A. Mr. Harwood, the coal traffic manager of the Illinois Central Railroad Company.

Q. What competitor of yours—the Big Muddy Coal Company? A. Yes, sir, and everybody down there.

Q. Everybody on that Valley Road? A. Yes, sir.

Q. Theretofore there had been a uniform rate for that district on the Illinois Central road? A. Yes, sir; 62½ cents was the rate from our field.

Q. Do you know what Mr. Harwood did? A. No, sir, I don't. But I know he granted us the reduction, after about four months' complaint.

Q. Did you look up a freight bill issued by the Missouri

Pacific Railroad, and turn it over to Mr. Harwood, showing that reduction? A. No, sir, I did not.

Q. Did you get possession of one? A. Yes, sir.

Q. Where did you get it? A. I got it from a third party.

Q. Who was it? A. I would rather not tell, because I don't know who he got it from.

Q. You have it; you got it from a third party? A. Yes, sir, I got it from the secretary and treasurer of our company, who is sick at home now.

Q. What is his name? A. William J. Dwyer.

Q. Do you know from whom he got it? A. No, sir.

Q. It showed that the Missouri Pacific had cut the published tariff?

Mr. Priest: It is clearly improper to state what the bill shows. If the bill is in existence, it is the best evidence of what it shows.

Mr. Crow: I don't know that it is the best evidence. The published tariff is the primary evidence of what the rate is.

Mr. Priest: But you are asking about the contents of a written instrument. That instrument is, of course, the best evidence of its contents.

Mr. Crow: Q. Do you know where that is, at present? A. No, sir.

Q. To whom did you turn it over? A. I turned it back to Mr. Dwyer.

Q. Who is Mr. Dwyer? A. The secretary and treasurer of our company.

Q. What did you do with it before that? A. Why, I made a copy of it.

Q. Did you show the original or the copy to Mr. Harwood? A. I think I sent Mr. Harwood the copy. But that is a matter of memory.

Q. Mr. Harwood is the coal man of the Illinois Central Railroad? A. Yes, sir.

Q. Did Mr. Harwood tell you what he wanted to do with that? A. No, sir.

Q. You know what he wanted to do with it? A. I had my idea.

Q. Do you know what he actually did with it? A. No, sir, I do not.

Q. What was the rate that coal was billed out at? A. As near as I can remember, I think it was on a forty-cent rate to East St. Louis.

Q. Then subsequently the rate was cut by all the roads to thirty-five cents? A. From our Group—yes.

Q. From the Carterville district? A. Yes, sir.

Q. Was it raised afterwards? A. Yes, sir; raised on the 15th of June, this last June.

Q. Was the forty-cent rate below the published tariff? A. No, sir; Mr. Harwood told me that he made the rate that—I went to him and said, "Here, I think you ought to let me in on the inside." He said, "No, I won't do it; everything is published."

Q. What was the published tariff at the time? A. The Illinois Central Railroad Company's published tariff was 62½ cents.

Q. Do you know what the rate is now? A. Fifty-five cents.

At this point a recess was taken until 3 o'clock, p. m.

After recess, the following proceedings were had:

EDWARD F. DALY, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation.

A. Edward F. Daly; Secretary and Treasurer of the Brock & Daly Commission Company.

Q. How long have you been in that business? A. Fifteen years.

Q. Describe the business that you carry on. A. We are in the receiving and shipping business in St. Louis. We receive grain from the West, and ship it to the South and Southeast.

Q. What volume of business do you do, in the way of cars? A. We handle about 3,000 cars a year.

Q. Three thousand cars a year? A. That is not exact, now. Just about that.

Q. What per cent. of that is handled by the Terminal Association, or any of the Transfer lines here—the Wiggins—the Merchants'? A. I should say 70 per cent.

Q. Does much of it go across the river? A. That is, 70 per cent. of it goes across the river.

Q. What is your experience with the service they furnish, Mr. Daly—would there be delays? A. Right now, we have not any complaint; but there was a time about two years ago when they got into those blockades.

Q. What was the result of that? A. We would have stuff come in over the Burlington, and we would order to the Southern Elevator, or some connection on the east side of the river. Sometimes it would take ten, or twelve, or thirty days, to get over the river. I have known it to be as long as forty days.

Q. Do you know the occasion of that? A. Well, we would call up the Burlington, and they would tell us that the Terminal, or the Wiggins, or whatever road it was, was blocked, and couldn't take any more, and we would have to wait until they would take it.

Not being able to complete the taking of this testimony, I adjourn the further hearing of same until Saturday, July 14th, at 10 o'clock, a. m.

St. Louis, July 14, 1906.

Met pursuant to adjournment as above on Saturday, July 14th, 1906, at 10 o'clock, a. m., in the United States Court of Appeals Room, in the Federal Building, St. Louis, Missouri.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. D. P. Dyer, E. C. Crow, Charles Nagel and Chester H. Krum in behalf of the complainant; and Messrs. M. F. Watts and H. S. Priest in behalf of the defendant.

The following proceedings were had:

JOSEPH RAMSAY, JR., a witness of lawful age, being duly produced, sworn and examined, in behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. D. P. DYER:

Q. State your name? A. Joseph Ramsay, Junior.

Q. And your residence? A. 26 Washington Terrace, St. Louis.

Q. How long have you lived in St. Louis? A. Since April, 1893.

Q. What connection, if any, had you during your residence here with the St. Louis Terminal Railroad Association? A. I came here in April, 1893, to accept the position of General Manager of the Terminal Railroad Association. I had been connected with it, as representing the Big Four Railroad, from January 1, 1890. I was then general manager of the Big Four Railroad, and left that company to accept the general managership of the Terminal Railroad Association, in 1893.

Q. How long did you continue as manager of the Terminal Railroad Association, from the time you came here in 1893? A. Until December 1, 1895.

Q. At that time what did you do? A. I accepted the

general managership and vice-presidency of the Wabash Railroad.

Q. And how long did you continue in that position? A. Up to October, 1905—ten years.

Q. In 1893, when you took the superintendency of the Terminal Railroad Association, will you state what that embraced at that time; what properties, generally, did the Terminal Railroad Association control at the time you came here? A. The East St. Louis properties, the Eads Bridge, the Tunnel, the Union Station, and the Terminal Association properties in Mill Creek Valley, connecting with all the railroads.

Q. When, if at all, during your administration of these affairs, was the Merchants' Bridge managed and controlled by the Terminal Railroad Association? A. The Merchants' Bridge was managed and controlled by its own Board of Directors and officers during my incumbency of the managership of the Terminal Railroad Association.

Q. Do you recall the time when the Terminal Railroad Association of St. Louis controlled or had the management in any wise of the Merchants' Bridge and its terminals? A. I do not recall when the Terminal Railroad Association, as a company, had the control and management of the Merchants' Bridge.

Q. Do you know at what time, if at all, they acquired the control of the stock of the Merchants' Bridge Terminal Railway Company? A. There was some stock bought, I think in 1892, or 1893, I would not be certain which.

Q. How much of it? A. I do not know.

Q. By whom was it bought? A. I think that was handled by Dr. Taussig.

Q. And Dr. Taussig was the president of the Terminal Railroad Association of St. Louis? A. He was.

Q. And how long did Dr. Taussig continue to be pres-

ident of the Terminal Railroad Association? A. I think until the spring of 1895; March, 1895, I think it was.

Q. March, 1895? A. Yes, March, 1895.

Q. Who succeeded him as the president of that association? A. Mr. Julius S. Walsh.

Q. How long did Julius S. Walsh continue as president? A. Mr. Walsh continued as president of the Terminal Railroad Association until about 1903, when he was made chairman of the Board, and Mr. McChesney was elected president.

Q. During the time you were managing and controlling practically the St. Louis Terminal Railroad Association, from 1893 to 1895, who was the chief officer in charge of the Merchants' Bridge Terminal, and having control of those terminals? A. Major Rainwater was the president of it, and, as I remember, practically general manager of it. During all my incumbency as general manager, all my dealings with the Merchants' Terminal Company were through Major Rainwater.

Q. What arrangements, if any, did the Terminal Railroad Association have with Major Rainwater controlling the Merchants' Bridge Terminal Railway Company, during the time you were there, as to rates over the two bridges? A. I don't know of any arrangement controlling the rates over the two bridges, or controlling the bridges. There was an agreement, which Dr. Taussig called "The modus vivendi," I believe, under which the Terminal Railroad Association had the right to use jointly with the Merchants' Bridge Terminal Company its tracks, if it desired to do so.

Q. During that time, under this arrangement which you call the "modus vivendi"— A. (Interrupting) That is the term Dr. Taussig gave it.

Q. (Continued) —how were the rates over the two bridges arranged, and what was the agreement in that re-

gard, if there was any? A. I don't know of any agreement in regard to the arranging of the rates, but they were practically the same over the two bridges, and also over the Wiggins Ferry. The published tariffs were the same, with the exception of some special tariffs that the Merchants' Bridge Terminal Company had with the Vandalia, and the Louisville & Nashville, in regard to the transfer of car-load stuff to and from their freight houses on this side of the river—to and from the freight houses of the Vandalia and the Louisville & Nashville roads.

Q. State how the freight coming into St. Louis from the east side was apportioned among those three transportation companies, across the river, to-wit: The Merchants' Bridge Terminal Railway Company, the St. Louis Terminal Association, and the Wiggins Ferry Company and its terminals, if you know. A. I don't know of any method of apportionment. Each interest handled its own traffic, and kept its own accounts in that way. There was no method of apportionment, that I know of.

Q. Was there any arrangement as to the amount of tonnage, or any understanding between the companies as to the amount of tonnage each was to have; and if so, by whom was that made, and how was it kept? A. As I remember it—I don't know that I ever saw any agreement of any kind—but as I remember it, there was a general understanding that the tonnage of the three interests—they had been running, of course, and each one doing—or, rather, each one doing its business; and the average percentage had amounted, as I remember it, for several years, to, I think, 20 per cent. on the Merchants' Bridge—it doing the smallest amount of traffic; the Wiggins Ferry Company, either about 23 or 25 per cent.; and the Eads Bridge, or the Terminal Railroad Association, had been handling the balance of the traffic, about 55 per cent., probably. The only understanding or arrangement I know of was—I

never saw any paper of any kind, and I do not know that there was any; I never saw any—but the understanding was that the three companies would do the same amount of traffic, in order to prevent the cutting of rates, and the payment of rebates, and so on.

Q. Do you know what was done with reference to how that matter should be ascertained and carried out, in the way of apportionment? A. Oh, there were returns made by each of the companies, showing the amount of traffic they did, the billing and all.

Q. Who was the person in charge of that business, who had charge of these reports, and to whom reports were made by these several companies? A. They were made to Mr. Webster.

Q. Do you know how often they were made? A. My recollection is that copies of all the billing were sent to him.

Q. By all three of the companies? A. Yes, sir; he kept the records.

Q. He kept the records; S. D. Webster, you mean. A. Yes, sir.

Q. He is the one to whom all these bills were sent by the three companies? A. Yes, sir.

Q. How long did that arrangement continue, so far as you know? From what time to what time? A. Oh, I don't think it lasted very long. Probably a year or two years. Of course, there was no way of enforcing it at all. If one road wanted to handle more traffic than the general understanding permitted, of course they did so.

Q. Of course, there was no way of controlling it; but there was an agreement between the three companies to do the business, and to handle it in proportion? A. There had been a good deal of one thing and another done to secure or to pull traffic away one from the other, and it was simply to maintain the open published tariffs; it was

done simply to prevent the cutting of rates and the giving of rebates.

Q. At the time that arrangement was made, who was the representative of the Terminal Railroad Association? A. Who made the arrangement?

Q. Yes. A. It was made between the principal officers, of course. I was General Manager. But it was made by the higher executive officers.

Q. You were advised of it, and knew it was going on? A. I knew the result of it, and probably knew of it while it was being discussed. I would not be certain of that, however. Dr. Taussig was president.

Q. After this arrangement was made, and during its continuance, was the agreement, whether in writing or verbal, lived up to, on the part of the companies? A. I see that one of the parties to the agreement testified the other day, that it was not. Not being a party to the agreement myself, I cannot say. No, they did not carry the exact percentages. As I said awhile ago, some months it would run over, and some months not, according as the traffic ran. There was no controlling of the traffic. No line refused to accept any traffic. They took just what came to them, just as they had done. But during that period they did not do anything to secure it, by any underhand methods, or any improper or illegal methods.

Q. That is to say, if freight went to one company in more than the proportion that should have gone to it, then Mr. Webster, under this arrangement, would equalize the amount between the companies; is that true? A. I suppose that was the intention.

Q. Wasn't it carried out, practically? A. I cannot say now how it was done.

Q. That was the intention. That is to say, if the Eads Bridge and its terminals carried more than 50 per cent. of the freight, then the Eads Bridge and its terminals in the

end got its 55 per cent., and the balance of it was apportioned between the Merchants' Bridge Terminal Railway Company and the Wiggins Ferry Company; is that true? A. I suppose by routing the business, or something, they could even it up in that way.

Q. Now, Mr. Ramsay, according to your knowledge, who were, and who is now (although I don't think there is any question about it) the owner of all the stock of the St. Louis Terminal Railroad Association? A. At that time there were six railroad companies who owned the Terminal Railroad Association, undivided interests. That is, each one having an equal interest. Now, there are fourteen roads in it. When the Terminal Railroad Association was first organized, in 1889, there were seven roads at that time that were to come in, but the Pennsylvania Railroad at that time did not come, until about probably ten years later. Then there were three other lines came in; the Rock Island, the Frisco and the Missouri, Kansas & Texas, making ten lines, after the Pennsylvania came in. Then, about 1903, the Burlington, the Chicago & Alton, the Southern, and the Illinois Central all came in, making fourteen roads at present. From the very beginning of the Terminal Railroad Association, all lines had been invited, and were urged to come into an equal interest in the Association, so that the terminal facilities here would be open to all the roads, and not controlled by any particular road or interest. That has been the plan.

Q. That has been the plan, and, so far as you know, it has been carried out? A. Yes, sir, and I had a good deal to do myself with bringing in the other lines.

Q. The greater number of the roads that are interested in this Terminal Railroad Association terminate on the east side of the river, don't they? A. Yes, sir; the greater number of them terminate there, because there are a great

many more roads on the east bank than on the west bank of the Mississippi River.

Q. In the ordinary shipments made by railroad, they ship only to East St. Louis, do they? A. That is the terminus of all the eastern lines, on the eastern bank of the river, and always has been.

Q. And their way-bills were made to East St. Louis, were they, and there they are turned over to the Terminal Railroad Association? A. Or to the Transfer Company, or to the shipper himself. That was optional with the consignee on this side of the river, to handle it by his own wagons, or by the Transfer Company's wagons, or send it over by the Terminal Company. It was there, subject to his order. The delivery, according to the bill of lading, was at East St. Louis.

Q. I will get you to state what you know, if anything about through rates, say from the Atlantic Ocean to the Pacific Ocean, through St. Louis? A. Well, of course, I can't give you the rates, but I can give you the principle. They bill through—

Q. Say, from New York to San Francisco? A. Yes; with any connecting line at St. Louis, the Missouri Pacific, Iron Mountain, Frisco, Rock Island, or any other road. Of course, it is a through billing, under the arrangement of those roads.

Q. That through billing included the transfer at St. Louis by the St. Louis Terminal Railroad Association? A. The rates divide at East St. Louis, and the western roads, of course, take their proportion from East St. Louis to wherever it is destined in the West. They take their rates, and in those rates, of course, they include the charge of delivery on this side. In other words, they pay the Terminal Railroad Association for its work.

Q. In whatever way it was paid— A. It was paid by the companies on this side.

Q. That is, they paid the bridge companies, and the Wiggins Ferry Company, if they transferred by that—they paid them the rates here? A. Their switching charge, whatever it was. That is, they settled that with the Bridge and Terminal and the Wiggins Ferry Company.

Q. Explain a little more fully, if you please, what you understood to be the arrangement made, with reference to the bridges across the river here, composing part of the line over which this through freight was had, or through bills of lading sent; why would the Bridge company here take freight? A. Well, there are only two ways of getting it across the river. One was on the cars by the Wiggins Ferry, the Merchants' Bridge, or the Eads Bridge; or by hauling it over in wagons and re-loading it on this side. And as neither the eastern nor the western lines had direct connections themselves, they had to pay an intervening company, who did the work, just as they would pay a switching road in Chicago, or any other city, to take it from one portion of the city to another. The western roads, under the old rate agreement, which made the east bank of the Mississippi, I think from Dubuque on the north to Memphis on the south, the dividing line of rate—then all the western roads received all their traffic on the east side and paid the Bridge Company whatever the charge was for delivering it to them on the west side. The eastern lines had nothing whatever to do with the charges on through traffic.

Q. Now, may I ask you this question: Under this arrangement, these bridges across the river have been used as a part of the through line for these through shipments, haven't they? A. They have done a part of the service, certainly.

Q. They have done a part of the service, and received their compensation upon these through shipments, in the manner you have indicated? A. Yes, sir, from the west-

ern roads. There was a while there, I believe, when the Burlington Railroad operated some thirty boats of its own across the river, and, of course, they could receive on the east side and make direct shipment, and I presume they did not pay anything to the Bridge, but they paid their own expenses on their own ferries.

Q. Suppose the freight instead of going west was coming east, billed from San Francisco to New York, say; how were the bridges used, and how were they compensated for the use of that through freight? A. The western lines delivered it at East St. Louis and paid whatever charges there were for crossing the river.

Q. The western lines used the bridge, and paid the charges through? A. Yes, sir; they delivered it to the eastern lines at East St. Louis. The eastern lines, between the points I have mentioned, Dubuque and Memphis, have nothing to do with the bridge or toll charges. They are all apportioned on the through business with the western roads. In other words, the western rates apply to the west bank, and the eastern rates apply to the east bank, of the Mississippi River, or vice versa.

Q. Suppose that a shipment originating in St. Louis, and destined for the East, how are those charges paid? For instance, you send freight from here to New York, how is that arranged? A. The shipment is delivered on the east bank of the Mississippi River, either by the shipper's wagon, or by ferry, with a ferry charge; or, if it were loaded on this side, that rate would be a local charge. It would be a charge against the traffic in addition to the rate from East St. Louis to its destination. With the exception of some traffic which went to the Green Line territory, which is a southeastern territory, where the Iron Mountain would be competitive, we will say, with the Louisville & Nashville, the Iron Mountain would take it down on this side and deliver it to the Louisville & Nash-

ville, and the Louisville & Nashville would absorb the bridge charge on that traffic, in order to get into that territory; in other words, to make that charge equal.

Q. That was caused by the Memphis Bridge? A. Yes, sir.

Q. If a person desired to ship a car-load of freight from here to New York, he would have to pay to the Bridge Company the rate from here to East St. Louis, and from there on to the road that took it? A. He would either have to pay that, or the charge would follow, in addition to the regular rate.

Q. It would follow? A. It would follow.

Q. That is to say, at the other end of the line, if the bills were collected at New York, for instance, if it followed, they would collect not only for the railroad rate but for the bridge charge as well? A. That much additional, if it was a following charge.

Q. That obtained during your entire knowledge of the Terminal Railroad Association? A. Yes, sir, that I think always obtained.

Q. You have spoken of the arrangement, so far as you know of it, between the Merchants' Bridge and the Terminal Railroad Association of St. Louis; what connection, if any, had you, Mr. Ramsay, with the acquisition of the stock of the Wiggins Ferry Company? I will be glad if you will state fully all you know about the purchase or attempted purchase of the stock of the Wiggins Ferry Company, and by whom, and for whom it was made. A. It was a purchase—

Q. (Interrupting) Will you state how you became connected with it, and all you know about it, without my interjecting any questions about it? A. Sometime in April, I think it was in 1902—it was on a Friday afternoon, I remember that very well, but the exact date I am not so clear about; but it was in April, I think, of 1902, I was in

New York, and I received a telegram from Mr. Breckinridge Jones of the Mississippi Valley Trust Company—No, I think the telegram was from Mr. Walsh, president of the Trust Company, but I would not be positive of that, but from one or the other of those two gentlemen—advising that Mr. Wade of the Mercantile Trust Company had stated that he had purchased the Wiggins Ferry Company stock for the Rock Island Railroad, and that he—the sender of the telegram, either Mr. Walsh or Mr. Jones—thought the statement was a little premature, and that a controlling interest in the Wiggins Ferry Company could be purchased for $600 a share if immediate action was taken. I took my telegram and went into Mr. Gould's office—

Q. (Interrupting) Mr. George Gould? A. George J. Gould, the chairman of the board—well, he wasn't chairman of the Board at that time; Mr. Ashley was chairman of the Board of the Wabash. Mr. Gould had received a similar message, as President of the Missouri Pacific Railroad. We discussed the matter for a few minutes, and I told Mr. Gould that the Missouri Pacific, the Iron Mountain, and the Wabash Railroads could well afford to purchase the Wiggins Ferry Company, in order to prevent such a valuable property from passing into the control of a competitor of those railways. And that as immediate action was necessary, there was only one thing for us to do, and that was to wire to St. Louis to go in and purchase a controlling interest, and that the Wabash, Missouri Pacific and Iron Mountain Railroads would stand good for the purchase. Such a telegram was sent. I sent a telegram, and Mr. Gould sent one a little later, authorizing the purchase, if it could be secured at those figures. Mr. Jones went to work immediately, and I believe by Monday morning had about 51 per cent. of the stock.

Q. At what rate? A. Well, at that time, when I

reached here on Tuesday morning—I came right on from New York, and got here either Monday or Tuesday morning, I think Tuesday morning—he had secured, as I said, about 51 per cent. of the stock, and at the rate, or about the rate named, $600. Of course, by that time, there was considerable hunting around for loose stock going on; and I believe the prices had run up to $1,000, and in some cases even $1,500 had been offered. But we stopped bidding for the stock on Tuesday morning, and the flurry was over then.

Q. Then what arrangement was made, after you came here, with the Mississippi Valley Trust Company, in reference to who should stand good for these purchases? A. When I got here on Tuesday morning, the Mississippi Valley Trust Company had secured pledges and promised the delivery of this stock. Arrangements had to be made to pay for it. Mr. Russell Harding, who was then Vice President and General Manager of the Missouri Pacific and Iron Mountain Railroads, and myself, signed a paper authorizing the Mississippi Valley Trust Company to buy, on behalf of the Wabash, the Missouri Pacific and the Iron Mountain Railroads, Wiggins Ferry stock at the prices which it had amounted to at that time. Of course, I had notified Mr. Harding before doing that, that Mr. Gould and I had made the arrangement; but the papers were signed by the two of us. Immediately after signing that paper, I wired the seven other roads then interested in the property—No, there were only four other roads then interested in the property—I notified them that we, the Missouri Pacific, and Iron Mountain, and Wabash Companies, had secured the stock, and if these other roads desired to come in and take an equal interest in the property, each for itself, they must notify us immediately. They all came in, and the seven roads then stood equally interested in the Wiggins Ferry Company.

Q. Name the seven, please. A. Missouri Pacific; Iron Mountain; Wabash; Baltimore, Ohio & Southwestern; Pennsylvania (that is, the Vandalia); Louisville & Nashville; Cleveland, Cincinnati, Chicago & St. Louis; and St. Louis & San Francisco.

Q. Then the addition of these other roads that came in after you had made this purchase, or authorized this purchase for the three roads that you represented, to-wit, the Wabash, Missouri Pacific & Iron Mountain—the other four came in subsequently, and assumed their proportion of the liability and paid their part of the purchase price? A. The other four of the seven roads agreed to come in. Mr. McCrea of the Pennsylvania, and Mr. Ingalls of the Big Four wired me that they didn't know much about the situation, but that if I advised it, they would come in. I think it would be proper for me to make this statement: When I reached here on Tuesday morning, Mr. Walsh had a paper drawn up for all the roads to sign, but I said, No, the Missouri Pacific, Wabash, and Iron Mountain railroads had authorized the purchase, and that we would sign for these three roads; and that if the other roads wished to come in they could do so. And I wired them accordingly. Of course—I don't know whether this is apropos or not—the sole object in the first place that induced the Wabash, Missouri Pacific, and Iron Mountain railroads to go into the purchase of that property was to prevent any other single road from obtaining control of the most valuable terminals on either side of the river, and thereby put that road in a position to shut out our lines from access to these properties, and elevators and industries, and so on along there. While from the first proposition to buy they contemplated letting the other roads in, still it was for the purpose of preventing them obtaining control in that way.

Q. You did not want the Rock Island road to get this independent line into St. Louis, that might control ter-

minals against your interest, on either side of the river? A. We didn't have any objection to the Rock Island getting a line into St. Louis, but we did have an objection to the Pennsylvania or the Rock Island road controlling valuable terminals which had been open to all of us from the beginning, and thereby practically shutting us out as they pleased. If they owned their terminals they could secure their own traffic, and if we owned them we could secure our traffic; but if they were owned by all, they would be open to all.

Q. If the other railroads you mentioned had not come in with the Missouri Pacific, Iron Mountain, and Wabash, you would have had absolute control? A. We would have had them.

Q. You would have had absolute control of the terminals, just as the Rock Island was seeking to get control? A. Yes, sir, we would have had absolute control; and, as I told Mr. Gould, "The Wabash can well afford to pay half of that for control on the east side, and the Iron Mountain can well afford to pay the other half for control on this side. The Big Four and the Pennsylvania no more wanted the Missouri Pacific, Wabash, and Iron Mountain railroads to control the terminals, than they wanted the Rock Island."

Q. In your purchase of this stock at $600 a share, you got only what in point of fact the Wiggins Ferry Company owned? A. I suppose that is all.

Q. That is all you got? A. Yes, sir.

Q. And the advance price—Do you know what the stock was worth intrinsically at that time? A. Oh, it is pretty hard to express an opinion on that. They owned immense quantities of land on the east side.

Q. What was the cash, or fair market value of the stock at that time? A. I know what we paid for it, and they

say the value of a property is what a man is willing to pay for it.

Q. I know that is sometimes said; but I want to ask you what was the fair market value of that stock of the Wiggins Ferry Company before these competing lines put up the prices? A. The last price I knew of prior to that was somewhere around $250, I believe.

Q. You had something to do also with the purchase or control of the bridge at Alton, didn't you? A. I believe I did.

Q. Just state what that arrangement was; at what time it was made, and what companies went in, for the purpose of controlling that Alton Bridge. Just state in your own way. A. The arrangement was simply a purchase of the Alton Bridge. There were ten roads that went into the purchase.

Q. Name them, please. A. Wabash; Missouri Pacific; Iron Mountain; St. Louis & San Francisco; Rock Island; Pennsylvania (Vandalia); Louisville & Nashville; Baltimore & Ohio Southwestern; Cleveland, Cincinnati, Chicago & St. Louis, and the Missouri, Kansas & Texas. Since that time the Chicago, Peoria & St. Louis Railroad came in and took an equal interest, which makes eleven. The Chicago, Peoria & St. Louis is not a Terminal Association road.

Q. State the objects and purposes for that purchase. A. The reasons which led me to recommend the purchase of the Alton Bridge by the various lines, was simply to keep open a contemplated outside belt or delivery line between the roads on the east side and the roads on the west side, without having to pass through the narrow, contracted gateway of St. Louis. At that time we were contemplating the immense traffic of the World's Fair, and it was evident to all of the roads interested that the traffic through St. Louis was growing very rapidly, and would continue to

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grow, and that it would become necessary ultimately to have an outside belt. The West belt had been built up to North St. Louis, or was being built, and had reached within about seven miles, as I remember the distance now, of the Alton Bridge, or a connection with it. The distance from West St. Louis, we will say from the Missouri Pacific, Frisco, and Wabash, out west here, to Alton, is much shorter to Alton on the west side than it would be to go through St. Louis over to East St. Louis and then go up to Alton on the East side. At Alton there were four or five principal roads reaching Alton from the North and East, and an outer belt was contemplated from east of East St. Louis up to Edwardsville, and then to Alton. When the Alton Bridge got to a point where it could be bought at a pretty fair price—was not earning its fixed charges really, and was "in the soup," like the Merchants' Bridge was for a few years after it was built—I went in and got the other lines to agree to take it. They did so.

Q. Was it contemplated at the time by those that purchased it, that that bridge should be used in carrying the freight between Alton and St. Louis, or was it contemplated to use it for freight beyond that, out on the Missouri, Kansas & Texas, the Burlington, and so on? A. Of course, it could be used for freight to either point.

Q. It could be, but was that the purpose? A. That was the purpose of it. Of course, at present, without the building of that six or seven mile gap or link there, they would have to arrange with the Burlington to come into St. Louis; while it does now get a direct connection with the Missouri, Kansas & Texas, and the Burlington, and there is a considerable amount of traffic now handled over there, going to and from western points.

Q. Did you know at that time, at the time you got those railroad companies you have named to go in and purchase the bridge at Alton—did you know, as a matter of fact,

that the Burlington Railroad was negotiating for the purchase of that bridge? A. I did not know they were negotiating. I felt pretty sure they were waiting an opportunity for the plum to fall in their mouth. They had been doing considerable business over that bridge, with passenger trains and all, to Alton. They took that all off. Of course, then the traffic was not sufficient to support the bridge, and keep up the fixed charges; and I have no doubt if it had been left there for six months or a year longer, the Burlington would have gotten it, at their own price, probably.

Q. If you didn't understand it, you believed that the Burlington Railroad was attempting to get control of that bridge? A. I believed it.

Q. And you got those other roads to go in and get it, to prevent the Burlington from having absolute control of the bridge; isn't that true? A. That is one of the reasons.

Q. Wasn't it the most important reason, and the most persuasive reason, that you could assign for that action? A. I don't know that it was. If you have a St. Louis map, you will notice that the short cut for a railroad from St. Louis is to cross north of St. Louis by the Alton Bridge. Before these other ten roads came in, the Wabash, Rock Island, Missouri Pacific and the Frisco had agreed that they would take the bridge if the other lines did not come in, because it was vital to them to hold open that short cut across there for future traffic.

Q. The western shipments of the roads who own that Alton Bridge now, the shipments that go beyond these terminals in St. Louis, instead of going in through St. Louis, go over the Missouri, Kansas & Texas, and the Burlington, now? A. No, sir, none of the Wabash business goes that way; none of the East St. Louis lines. The Chicago & Alton Railroad, which is not interested in the bridge, probably handles more traffic to and from the bridge than the Burlington and Missouri, Kansas & Texas do, or any other

line, unless it would be the Chicago, Peoria & St. Louis. Because the eastern lines have no direct connection to it now; and all their traffic, and all the Wabash traffic goes —some of the Big Four traffic goes that way—if consigned to the Missouri, Kansas & Texas they may prefer to take it that way. It rests with the Western road to say. The Wabash cannot receive traffic over that.

Q. What effect would it have had, had the Burlington road secured control of the bridge at Alton? A. It would have put them in a position to control that bridge for their own traffic, shutting out everybody else if they wanted to.

Q. Would it have affected in any way the traffic of the lines that have now got control of the Alton Bridge? A. I don't know that it would. Not if the Alton carried out their published tariffs they couldn't. But I mean if the Burlington complied with their published tariffs.

Q. I mean, if the Burlington did not comply with its published tariffs, and had used and owned the road, then as a competitor for business for the West it would have had you people at its mercy, would it? A. It would have had a decided advantage.

Q. It was to avoid that advantage to them that you advised the taking in of the bridge by these other railroads? A. It was certainly to our interest—just as the Wabash came in and spent $3,000,000 for real estate in St. Louis to protect their interests.

Q. It was a gateway which might or might not affect the roads you were interested in? A. I suppose so.

Q. If they had been disposed to so use it, in opposition to you? A. I suppose so.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. To continue the discussion of the purchase of the Alton Bridge, Mr. Ramsay, as I understand your explanation to Colonel Dyer, it was that that bridge was necessary

to accommodate such through business as might find difficulty in getting through St. Louis by reason of the limitation of the terminals in St. Louis? A. That was the principal reason, really; and to furnish, as I stated, a short cut from the belt lines west, the Missouri Pacific and the Wabash.

Q. In other words, it was contemplated to send through business, business that would otherwise pass through St. Louis and East St. Louis, over this route, in order to relieve the congestion of the terminals at St. Louis and East St. Louis? A. In order to avoid passing through the City of St. Louis terminals, which were very much congested, and will be.

Q. Of course, the terminals in connection with the Alton Bridge are not yet completed, as contemplated at the time that purchase was made? A. No, sir; there is a gap which will have to be built to connect it with the other lines west.

Q. And it was contemplated that should be done? A. Yes; understand one thing, the Terminal Railroad Association has no interest whatever in the Alton Bridge.

Q. I understand that is owned by the railroads you have mentioned? A. Yes, sir, and the Terminal Railroad Association had no connection with it in any manner.

Q But in order to facilitate through business handled by the owning companies, in that way; business which would otherwise pass through St. Louis, and be liable to meet with delays incidental to terminals; and it is to provide a shorter route? A. Yes, sir.

Q. Like providing common terminals in any other city? A. Yes, sir.

Q. Or places where traffic would otherwise be congested? A. Yes, sir.

Q. And available for a number of companies? A. Yes, sir.

Q. You say the Wiggins Ferry Company's stock was

purchased by the roads that you have named for the same purpose, in order that they might be kept as an open terminal for all the companies that own the property? A. For all the companies, whether they were owners or not; common, Terminal Association properties. Just as open, and on the same terms exactly, to outside companies as they are to the owning companies. Immediately after securing control of that, we had a conference with the Rock Island people, and offered them at once—asked them to come in and become equally interested in the properties, the same as all the other railroad companies. The object was not to keep the Rock Island out.

Q. The object was to keep the terminals open for all companies coming into St. Louis? A. Yes, sir, and the Rock Island came in and got access to all facilities and terminals, without paying any more money, just the same as all the other railroads. The result of this conference was that they came in, and the other four roads came into the Terminal Railroad Association.

Q. How is the Wiggins Ferry Company, and the Terminal Railroad Association, and the Merchants' Bridge Terminal Railway Company operated? How are those lines operated? As railroads, or as terminals? A. Oh, they are operated as terminals.

Q. Entirely? A. Yes, sir; switching roads, terminals, and transfer agents.

Q. Is there anything similar to the arrangement that exists here in St. Louis in respect to these companies, in other large cities? A. Oh, there are some similar cases; not so extensive, however.

Q. How about Chicago? A. There are some cases in Chicago. There is the Western Indiana properties, which are owned by five roads, and they operate these, practically, on the same—well, exactly on the same basis, you might say, as the Terminal Railroad Association here. They have

a belt line there also. The Western Indiana Belt Line is owned by the Western Indiana Company, and that switches to and from connecting lines, and to and from industries, on charges per car, for all the lines; certain tolls per car. But there is no such extensive and general application of the terminal proposition as there is here in St. Louis in any city I know of, where through the three terminal companies any one road can reach any point or any industry in the city on equal terms.

Q. What is the advantage of that arrangement to commerce? A. If you want my opinion?

Q. I would like to have it. A. I should say it would be a decided advantage, so far as the convenience of handling the traffic, so far as the shipper controlling the routing of his traffic by any road he wishes, and the operation of the railroads. It is all decidedly to the advantage of the shippers, in any community, and the railroad companies. I am speaking now of the operation of the railroads, outside of charges and anything of that kind.

Q. How about the economy in service and the disposal of business? A. Well, it is cheaper than if there were half a dozen firms, with half a dozen charges. It is certainly better to have one charge for terminal service than if it had to pass over two or three lines and have each one put on its own charge, which would make the charge much greater.

Q. How about the service? Could that be rendered more efficiently and quickly? A. I think it can be rendered more quickly by one company handling it between all the lines.

Q. How about the matter of competition between the railroads for the business located in the different parts of the city? A. Of course, where eighteen or twenty lines have access to one industry, the competition would be much greater than where that industry is controlled by one road.

I can illustrate. In Pittsburg you have an industry on the Pennsylvania Railroad track, and you say, "I want to route my traffic to St. Louis by the B. & O." The Pennsylvania road says, "We will take it to St. Louis; we don't switch for the B. & O. or any other road. We will take it to St. Louis and get the long haul out of it." In St. Louis the shipper can ship over any road he wants to.

Q. Or from any terminal? A. Yes, sir, or from any industry reached by the Terminal Railroad Association, the Wiggins Ferry Company, or the Merchants' Bridge Terminal Railway Company's tracks.

Q. You said something in your examination-in-chief about there being a terminal charge for through freight delivered at St. Louis, and carried beyond St. Louis by western lines; is that terminal charge absorbed in the tariff of the western lines, or the proportion of the western lines? A. I think so, where it goes through.

Q. Doesn't that same rule obtain with respect to all traffic going out of New York over other lines than the New York Central? Isn't there a terminal charge there? A. At New York?

Q. Yes; except going over the New York Central, exclusively, and that is absorbed by the other lines. A. There is what they call a lighterage charge in New York of three cents a hundred on everything that is handled from the east side. In some cases that is doubled. Of course, it goes to some of the docks, at three cents to the dock, and three cents lighterage charge additional. That is deducted out of the through rate. For instance, on grain going from St. Louis or Chicago to New York, the three cents lighterage charge is deducted by the eastern lines, and then the balance is pro-rated between the roads. In other words, it is paid by the railroad company in the through rate.

Q. What you term the "lighterage charge" goes to the

owner of the terminals? A. Yes, sir, to the railroad companies down there, generally.

Mr. Crow: Q. It is deducted and not added to the freight rate? A. It is in the freight rate. Without that three-cent lighterage, the rate would be one and a half cents. The Wabash can ship grain to Buffalo, New York, for Boston, and get more out of it than it would out of a haul to New York. Naturally, that works against New York, and in favor of Boston. You see that is about $18 a car, on an average.

Mr. Priest: Q. That lighterage is added to the charge, and that goes directly to the individual owner of the terminal. But it is paid by the railroad company having the haul of the freight out from New York? A. Yes, sir, or into New York.

Q. Isn't that also true of Philadelphia? A. I don't know of any lighterage charge at Philadelphia.

Q. Or the terminal charge there for the Pennsylvania road? A. Not terminal charge. Of course if they are switching over other roads, there is, and if they switch over the Belt they have a switching charge. But you can get a traffic man who can testify to that directly. I would not want to be understood as testifying to details at any of these points, as to rates or charges. I think Philadelphia has a one and a half cent, or a one cent differential under New York, as to grain rates.

Q. The arrangement which the Terminal Railroad Association made with the Merchants' Terminal Railway Company was a right to use the terminals of the Terminal Company? A. That is what I understood.

Q. That was a written agreement, wasn't it? A. I think that was in writing, and completed. I don't remember reading it.

Q. But it is your understanding that that was a written agreement? A. Yes, sir.

Q. So that that paper will speak for itself? A. Yes, sir, I presume so.

Q. I will ask you whether these terminals of St. Louis are open to any railroad, whether it is a stockowner in the Terminal Railroad Association or not? A. They are open to all railroads on exactly the same terms and conditions as to rates and usage.

Q. And without any discrimination? A. Without any discrimination. There is no advantage to an owner, but there is a burden on him which is not on the outsider. That is, he guarantees fixed charges on certain conditions, while the outsider has no obligations of that same kind, and yet uses it exactly on the same terms. If I were building a railroad to St. Louis, I would not bother about terminals. I would reach some point within five or six miles of the city, and I would have access to all the terminals without putting up a dollar, or doing anything more than making connection with one of the terminal properties.

Q. Has there been an effort made to extend the terminals, and is there not a necessity of extending the terminals to accommodate the traffic of St. Louis? A. Certainly there has been continual effort, since my knowledge of the terminals, to develop, increase and add to the terminal property. They have always been buying property and putting in new tracks. The first step after the organization of the Terminal Railroad Association was to build a big Union Station here, at an expense, with the property and all, of about $6,000,000; buying immense quantities of land west, and opening up and developing new yards and facilities.

Q. These freight terminals correspond exactly with the Union Station and passenger terminals? A. Practically, yes. The Union Station is divided exactly on an expense basis. Each one pays so much, according to the number of cars running in and out of the station. They pay the

station expenses and rentals. The terminals make a charge per car, or per hundred, or per ton, and the result is practically the same. There were no dividends for several years.

Q. Now, then, so long as you were connected with the Terminal Railroad Association, and the terminals of St. Louis, was there any purpose to operate those properties for profit? A. No, sir. The only problem was to operate them, and make both ends meet.

Q. Then the charges were just sufficiently large to make the necessary repairs, renewals and extensions, and to pay the cost of operation? A. Some years they didn't do that. We had a deficit several years.

Q. Who paid the deficit? A. We borowed money and carried it along until there were some bonds issued. The growth of the property was expected to make it good in the course of years. But whatever profits they might have, whenever a year would show profits, those profits would have to go right back into the property.

Q. For renewals? A. Yes, sir, renewals and extensions. And not only that, but a good many million dollars besides that. When the terminals of St. Louis cease growing, then the city has ceased growing.

Q. Then they will have to go on growing so long as the commerce of the city continues to increase? A. Yes, sir, and St. Louis is a growing gateway between the East and the West. Traffic through St. Louis increases in much greater percentage than through any other gateway, in my observation.

Q. And in your opinion, that increase can be met only by terminals which are subject to common use of all the railroads that come into St. Louis? A. They ought to be kept open to all railroads.

Q. According to the present plan? A. Yes, sir.

Q. Until your connection with the Wabash Railroad

Company ceased, you were a director of the Terminal Railroad Association of St. Louis? A. I was not a director the last couple of years, because I could not find time to attend the meetings. Mr. Pryor was a director, but I kept very closely in touch with it at all times up to the last, very close, indeed.

Mr. Crow: We will excuse you now, Mr. Ramsay, but will want to recall you later.

F. H. HARWOOD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence and occupation? A. F. H. Harwood; residence, Chicago; occupation, Coal Traffic Manager of the Illinois Central Railroad.

Q. What are your duties as coal traffic manager? A. I have charge of the handling of all coal traffic, insofar as pertains to rates and routes is concerned.

Q. Who fixes the rates for coal traffic? A. The rates are compiled by clerks in my office.

Q. They do not fix the rates; who fixes them? A. The rates are fixed, so far as the Illinois Central traffic is concerned, by myself.

Q. In conjunction with anybody else? A. On through business, yes.

Q. On business from the inner, outer and middle groups of the Illinois coal mines, into St. Louis, who fixes those rates? A. We fix them individually for our own line.

Q. When you say "we," whom do you mean? A. The Illinois Central Railroad Company.

Q. Do you confer with any other roads about it? A. We discuss the general situation and conditions.

Q. With whom? A. With all lines operating railroads in similar territory.

Q. What roads do you discuss the matter with, with reference to the St. Louis rate? Just name them. A. Louisville & Nashville; Cleveland, Cincinnati, Chicago & St. Louis; Chicago & Eastern Illinois; Missouri Pacific; Wabash; Chicago, Peoria & St. Louis; Litchfield & Madison; Baltimore & Ohio Southwestern; East St. Louis & Suburban; St. Louis & Belleville Electric Railway; St. Louis & O'Fallon Railway; St. Louis, Troy & Eastern Railway; Southern Railway; Vandalia Line; Mobile & Ohio.

Q. Isn't there an association known as "The Coal Traffic Association" of St. Louis, composed of the coal traffic men of each of the coal-carrying roads from the territory I have mentioned into St. Louis? A. There is a Bureau established for the purpose of compiling statistics, known as the "St. Louis Coal Traffic Bureau."

Q. What is the difference between a coal traffic bureau and a freight traffic bureau; a coal traffic association and a freight traffic association? A. I consider there is little or no difference.

Q. They are both for fixing rates and maintaining the same? A. No, sir, absolutely not.

Q. Do you know whether or not there is a uniform rate fixed for these coal rates into St. Louis? A. The rates are not uniform.

Q. They are not now? A. No, sir.

Q. And have not been? A. No, sir.

Q. When were they not uniform, from the same territory? A. They never have been uniform, and are not now. As an illustration, the Louisville & Nashville carry a rate of forty-seven and a half cents a ton from Eldorado to East St. Louis. We carry from Eldorado to East St.

Louis a rate of fifty-five cents per ton. There is one instance.

Q. Any other? A. Yes, sir. The Baltimore & Ohio Southwestern carry a rate from Sandoval to East St. Louis of forty-seven and a half cents.

Q. How far is that from St. Louis? A. Sixty miles by the Baltimore & Ohio Southwestern; we carry a rate of $1.026. The Baltimore & Ohio Southwestern carry from Odin a rate of 47½ cents. We carry a rate of $1.03.

Q. There is some special arrangement about those particular points between the roads? A. None whatever.

Q. Isn't it a fact that you have made complaint that the rates established were not lived up to by some of these roads? A. We do, from time to time, find that some line has an advantage. We naturally look around to get the facts, and when we discover them we generally reduce our rate.

Q. To whom do you make those complaints? A. We make the complaint to the interested line.

Q. Don't you make it to an association? A. No, sir.

Q. Haven't you in the past made such complaint to the Coal Traffic Association of St. Louis? A. I have not made a complaint to the Coal Traffic Association.

Q. You have made it at their meetings? A. I have made it at their meetings.

Q. At the meetings of the Coal Traffic Association? A. To the individual lines.

Q. And the other lines were represented there? A. Yes, sir.

Q. And the matter was considered and discussed by the other lines? A. I don't know just what you have reference to, what particular case.

Q. Wherever you have made complaint that these rates were not lived up to, that were established as uniform. A. When we find it necessary to make a reduction in our

rates, we simply serve notice through the Chairman of the Bureau, that effective on a certain day the Illinois Central Railroad, from a given territory, will establish such and such a rate.

Q. You are compelled to do that by a rule of the Association? A. No, sir.

Q. Do you mean to say there is not a rule of the Coal Traffic Association, a written rule, that requires you to give notice of a change of rates, to the interested roads, and to the secretary of that Association? A. There is an understanding whereby any line cannot reduce a rate without giving notice to the chairman of such reduction.

Q. Isn't there a rule to that effect that is in writing? A. I don't know of one.

Q. How long have you belonged to that Association? A. The Illinois Central Railroad Company? I don't know. Personally, I have been handling the coal traffic for a little over two years.

Q. That is the extent of your information on the question? A. Yes, sir.

Q. When complaint has been made by a line that a uniform rate of two roads or more, from any given point in this district—take the Carterville district as an illustration —has been reduced without notice, the matter is presented at a meeting of this Association, is it not? A. Yes, sir.

Q. And it is discussed by the representatives of the various lines? A. Yes, sir.

Q. And the rate is either restored by that road, or the other people reduce their rate? A. As a general thing.

Q. And, as a rule, when the rates are reduced or advanced by one road, they are reduced or advanced by all, aren't they? A. They are compelled to do that, in order to protect the operators on their own system, naturally.

Q. That is true, nevertheless; it is a fact? A. When one road reduces a rate, as a general rule, they all follow.

Q. Does not the rules of this association require each road which belongs to it to furnish not only the tonnage to the Secretary, but also the rate, and the name of the party to whom it is consigned? A. I am not familiar with the manner in which statements are obtained by the Secretary or Chairman of the Coal Traffic Bureau; but I understand each individual line furnishes a list of shipments showing—I don't know whether they show the consignee or not, but they show the tonnage.

Q. You are the traffic man of the Illinois Central Railroad Company? A. I am the coal traffic manager.

Q. Isn't it your department that furnishes those daily statements to that Bureau? A. No, sir, it is our local agent.

Q. It is your local agent does that? A. Yes, sir.

Q. He gets his directions to do that from you? A. Yes, sir, he does.

Q. Don't you know whether or not he was directed to furnish the rate, and the consignee's name, as well as the tonnage? A. No, sir. The rules or instructions given were long before my time. Those, I suppose, are still in force. There has been no change since my time.

Q. You have a copy of those? A. I could look them up. But it's far back.

Q. You have a copy of them, I say? A. I suppose so.

Q. You never looked at it? A. I don't suppose so. I did not think it material.

Q. Isn't it a fact that you made complaint about the Missouri Pacific Railroad charging a less rate than your rate to competitive points in the Carterville district, a year or so ago? A. I made complaint that a lower rate was made than we were making.

Q. That was by the Valley Road? A. Yes, sir.

Q. Did you investigate the matter? A. I did.

Q. What did you find? A. I found the Missouri Pa-

cific was carrying a rate of forty cents a ton into East St. Louis.

Q. From what point? A. From what is known as the Carterville Herron district. We immediately met that by—

Q. What had been your rate prior—

Mr. Priest: Let the witness finish his answer.

Mr. Crow: Let him answer my question.

A. I don't know what the published rate of the Missouri Pacific was, but I know the rate we were charging was sixty-two and a half cents. We immediately reduced our rate to forty cents.

Q. Is that all you did? A. No, sir. A short time after —two or three weeks—we found the Missouri Pacific had, in effect in the same district, to Bixby, which is their crossing to the river to get on the west side, a rate of thirty-five cents.

Q. Their crossing, you mean where the Valley Road crosses to the Iron Mountain? A. It is where they transfer their business from the east to the west bank of the river.

Q. So Bixby is practically St. Louis for freight purposes? A. That is handled principally in handling freight from the east to the west side.

Q. It was a St. Louis rate? A. No, sir, East St. Louis.

Q. East St. Louis plus the transfer? A. Yes, sir.

Q. They made the rate thirty-five cents? A. Yes, sir, and we immediately reduced our rate to thirty-five cents.

Q. While you were investigating this matter, you had the question up at a meeting of the Coal Traffic Association? A. Yes, sir.

Q. You made the charge that Mr. Stith, as the representative of the Missouri Pacific Railroad, had cut the established rate? A. Mr. Stith, and the Missouri Pacific, was not a member of the Bureau at that time.

Q. Whoever was a member? A. None of the roads represented by Mr. Stith was a member of the Bureau.

Q. You made the charge, didn't you, that that system had shipped those shipments for less than the tariff published? A. We made the charge—or, rather, in order to justify our action in reducing the rate from sixty-two and a half cents to thirty-five cents, we made the statement that it was by reason of the Missouri Pacific Railroad having in effect a lower rate.

Q. Didn't you make the charge that they had shipped out at less than their tariff rate? A. I did not.

Q. Did you look at their tariff to see what it was? A. I did.

Q. What was it? A. The tariff I had was sixty-two and a half cents.

Q. That was the published tariff? A. They may have had a supplement, or another tariff, of which I was not advised.

Q. That was a published tariff? A. Yes, sir.

Q. And, so far as you knew, it was operative at that time? A. It was.

Q. Was the rate subsequently restored to that district by the coal-carrying roads on that commodity? A. The rate was advanced on the Illinois Central road on the 15th of June.

Q. What year? A. This year.

Q. To what rate? A. Fifty-five cents to East St. Louis.

Q. Was it advanced by the other roads that reached that same territory? A. The only other road reaching that territory is the Chicago & Eastern Illinois, and the Missouri Pacific. The Missouri Pacific advanced their rate to fifty-five cents; and the Chicago & Eastern Illinois to sixty-two and a half cents, I believe.

Q. What caused the difference in the rate? A. Some

lines do not care to haul the business for such a long haul at such a low rate.

Q. That is the rate now, is it? A. Fifty-five cents is our rate.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. I think through inadvertence in answering General Crow's questions, you have stated these rates to be to St. Louis? A. To East St. Louis.

Q. Wherever you have stated in your examination-in-chief that these rates were to St. Louis, you mean to say, to East St. Louis? A. Yes, sir, to East St. Louis.

Q. They are all within the State of Illinois? A. Yes, sir. That was an inadvertence on my part.

Mr. Crow: Q. You don't mean to say that with reference to the present rate? A. I mean to say the rate of fifty-five cents applies to East St. Louis.

Q. You don't mean to say that your road does not make a rate to St. Louis from the Carterville district? A. No, sir; the rate is seventy-five cents.

Mr. Priest: Q. But the rates of which you were speaking, prior to the fifty-five cent rate, were to East St. Louis, in every case? A. Yes, sir.

Q. That fifty-five cent rate is to East St. Louis? A. Yes, sir.

HENRY MILLER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation? A. Henry Miller; St. Louis, Mo.; General Manager of the Wabash Railroad.

Q. Are you an official of the company that owns the bridge at Alton now? A. Yes, sir.

Q. What position do you occupy with reference to that company? A. Vice President and director.

Q. And what is the name of the corporation? A. The Missouri & Illinois Bridge Company.

Q. And do they own the railroad that is operated over that bridge—I mean the track? A. Yes, sir.

Q. Has there been a portion of the track of the Alton Bridge taken up since its acquisition by this company? A. No, sir.

Q. There has not been? A. No, sir.

Q. Have you been up there lately? A. Yes, sir.

Q. Have any of the connections been taken up? A. One, I think, with the Illinois Terminal. There was some trouble about it, and they took it out.

Q. Wasn't there one on this side that was taken up? A. No, sir.

Q. Is that a double-track bridge? A. Yes, sir.

Q. And both tracks are still on the bridge? A. Yes, sir.

Q. Is there any St. Louis business that is sent over that bridge now? A. I am not sure. I think there is.

Q. Who would know about that fact, Mr. Miller? A. The Superintendent of the Bridge.

Q. And who is he? A. W. T. Lowden.

Q. Where does he live? A. In Alton.

Q. Do you know anything about the purpose in acquiring that bridge, or have you any knowledge on that subject? A. I was not connected with a road that had any interest at that time, and have no knowledge of the details of the purchase.

Q. Well, is the Bridge Company controlling it making any effort to connect it with the St. Louis terminals at this time? A. There is a plan for a connecting belt.

Q. At what point would the connection be made with the St. Louis terminals? I mean, with what track?

Mr. Priest: Here is a map (producing small map prepared by Mr. Pitzman).

A. (After examining map) This does not show the proposed line.

Mr. Crow: Q. Is the St. Louis Belt Line the point of proposed connection? A. I thought the connection was to be made with the Wabash near Ferguson.

Mr. Ramsay: That was the contemplated plan.

Mr. Crow: We have that all designated on the other map.

Mr. Priest: No, sir, you haven't Ferguson on the other map, at all.

The Witness: No part of that proposed Belt Line has been built.

Q. It is not proposed to be connected with what is called the St. Louis County Belt Line? A. Yes, it is.

Q. Hasn't a portion of it been graded? A. The Central Belt Line is entirely graded.

Q. I said the St. Louis County Belt Line?

Mr. Crow: Part, you said the other day, Mr. Watts, was graded.

Mr. Watts: Part is graded, but no rail on it.

Mr. Crow: Q. That is the road with which it is planned to connect, is it? A. Yes, sir.

Q. There have been no steps taken to build it, so far as actual construction is concerned? A. No actual construction work has been done as yet.

Q. No tracks laid, or anything of that sort? A. No, sir.

Q. Do you know whether it is the policy of the Directors of that Bridge to make it a part of the Terminal System of St. Louis? A. Not at present.

Q. Not at this time? A. No, sir.

Q. Do you know where the business comes from that maintains that bridge now; from what lines? A. On the

west side, the Missouri, Kansas & Texas, and the Burlington. On the east side there are five lines—the C., B. & St. L.; C. & A.; Big Four, and the Illinois Terminal. That is all, I think—four.

Q. Have they any tracks other than approaches to the bridge—the Bridge Company, I mean? A. Yes, sir, they have delivery tracks on both sides of the river.

Q. How extensive are they? Do they touch the Burlington properties? A. They connect with the Burlington.

Q. At what distance from the bridge, approximately? A. About three miles. On the east side they have a direct track connection with all of the lines.

Q. All of the lines that touch Alton? A. Yes, sir, all lines that touch Alton.

Q. Do you know what lines those are? A. I have just named them.

Q. And those extend to the trackage on the East side? A. At present. There is a project to extend this belt line; it was in the original charter; but nothing has been done about that.

Q. Extend it on the east side? A. Yes, sir.

Q. Extend it down to Edwardsville and on the east side? A. Yes, sir.

Q. What distance would that be? A. About twenty miles.

Not being able to complete the taking of this testimony, the further taking of same is adjourned until Monday, October 1st, 1906, at 10 o'clock, a. m.

R. E. Rombauer, Special Commissioner.

St. Louis, Mo., Oct. 1, 1906.

Met pursuant to adjournment as above on Monday, Oct. 1, 1906, at ten o'clock a. m., in the Federal Building, in the city of St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow and Chester Krum appeared in behalf of the Government; and Messrs. H. S. Priest, M. F. Watts and F. Lehmann appeared in behalf of the defendants.

The following proceedings were had:

JOSEPH RAMSAY, JR., recalled testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW.

Q. Mr. Ramsay, I want to ask you if you were with the Terminal Railroad Association in 1893, as an official? A. I went with the Terminal Railroad Association in April, 1893, as General Manager, and remained with it until December 1, 1895.

Q. At that time, Mr. Ramsay will you please state what the properties of the Terminal Railroad Association consisted of in St. Louis and East St. Louis, and vicinity? A. I cannot state in detail. In East St. Louis they consisted in what is known as "East St. Louis Terminal property," the yards, bridge approaches. They had no Belt Line at that time in East St. Louis. And in St. Louis it consisted of the Mill Creek Terminals and the Union Station properties, yards, team tracks, and freight houses in the Mill Creek Valley.

Q. Were there any means of communication across the river owned by that Association? A. Yes, sir, the bridge and tunnel properties.

Q. What business, if any, were they carrying on at that time? A. A general terminal and transfer business, passenger and freight.

Q. Do you know, in a general way, the expense of their trackage, in miles, at that time, on either side of the river,

or on both sides? A. No, sir; I couldn't give the total mileage.

Q. Could you approximate it? A. Well, they had at that time, I should say, about six miles of what we would call double main tracks connecting with yards at East St. Louis, with yards and properties on this side of the river—

Q. Crossing the bridge? A. —and probably sixty to eighty miles of yards and side-tracks and connecting lines, and so on. That is only guess work.

Q. Just approximately, I understand. A. Yes, sir.

Q. What rolling stock, if any, did the Association own or operate at that time? A. I could not say definitely now. They had, probably, thirty to forty engines, but little if any, passenger or freight cars. They had no freight cars outside probably the repair cars for repairing tracks, and handling material, dirt, and so on.

Q. At that time, as Superintendent or Manager of the Terminal Railroad Association, or subsequently, did you have any connection with, or control over, the properties of the St. Louis Merchants' Bridge Terminals? A. I don't think I had any official connection whatever with those properties.

Q. Did you at any time during the period that you were connected with the St. Louis Terminal Railroad Association? A. I don't remember that I had any official connection.

Q. How long did you remain with the Terminal Railroad Association, as manager? A. Until December 1, 1895.

Q. That is the time you left them and went to the Wabash? A. Yes, sir.

Q. Have you any personal knowledge of the extent, class and character of the property, in 1893, owned, operated by the St. Louis Merchants' Bridge Terminal Railway Company? A. Oh, yes, I had knowledge of it, general knowledge.

Q. Will you please state, in a general way, what that property was—without going into detail? A. The Merchants' Terminal & Bridge Company had, through its own ownership and leased properties, main tracks leading from Granite City to Seventh Street—

Q. Seventh and what? A. Seventh and Gratiot Streets. It had yards at the east end of the Merchants' Bridge, and it had a so-called belt line or tracks leading from the west end of the Merchants' Bridge in St. Louis, northward, toward the northern limits of the city. They were built at that time to the Broadway crossing of what is now the West Belt Railway.

Q. Will you state whether or not they operated trains between Illinois and Missouri? A. They handled switching-cuts and transfers, but no passenger trains, that I know of, at that time. They had no passenger connection with the Union Station, or with any of the other stations.

Q. Do you know whether or not they handled any freight? A. They did a switching and transfer business.

Q. Did they handle any freight direct from Granite City, or Madison, or those places, to St. Louis? A. You mean, locally, on their own bills of lading, or anything like that?

Q. Yes? A. I don't know if they did any local business. Of course they switched for any connecting roads that delivered traffic to them. The Vandalia had a connection with them, and reached what was then the Vandalia freight-house, on their own tracks. The L. & N. also had a freight-house on this side, and reached that freight-house over the Merchants' Bridge tracks—that is, the Merchants' Bridge Company handled that to and from that freight-house.

Q. Is that freight-house still maintained by the Vandalia Company? A. The Vandalia freight depot has not been operated by them for a number of years. It is now leased to the M. K. & T., or the Burlington—one or the other.

Q. Do you know the period about when they discontinued its use on this side? A. They used it until a receiver was appointed for the Vandalia road, about 1896 or 1897, and then they abandoned the use of it, on account of its not paying. It was a very expensive method of getting the traffic, and both the Vandalia and the L. & N. closed up their freight-houses for awhile.

Q. Is that the period when the Pennsylvania Railroad Company acquired control of the Vandalia? A. When they acquired control of the Vandalia, a receiver was appointed on account of some bond issues on that line, and the receiver closed the freight-house.

Q. Do you know whether the Pennsylvania Railroad Company ever built a freight-house on this side of the river? A. Since?

Q. Since or before? A. I think the so-called Vandalia freight-house was built by the Pennsylvania Railroad. I am not certain of that, but that is my impression.

Q. They controlled that situation at that time? A. They controlled the property. It was operated by the Vandalia.

Q. Are you familiar with the growth of these properties since the time you were with them? A. I am familiar, in a general way, with the growth of all terminal properties; it has been enormous.

Q. Do you know whether or not, prior to October, 1905, the St. Louis Merchants' Bridge Terminal Railway Company, and the St. Louis Terminal Railroad Association, carried freight and passengers to and from the States of Illinois and Missouri? A. Why, of course, all the traffic they handled over the bridge was between the States of Illinois and Missouri, the Mississippi River being the dividing line; and both associations, therefore, handled traffic between those two States.

Q. I will get you to state, in a general way, how many miles of what you would term "main track" these two cor-

porations have in the States of Illinois and Missouri at this time, or had a year ago? A. When you speak of them as "corporations"—

Q. I mean, the Merchants' Bridge Terminal Railway Company? A. Do you mean their controlled properties, belt lines, etc.?

Q. I speak of them as "properties," the properties they own or control. A. As a general system?

Q. Yes. A. What would properly be called "main lines," they have about forty (40) miles, including the length of the belt-lines and all their principal connections with other roads in St. Louis and East St. Louis. They have between forty and fifty miles of main lines.

Q. Of what does that consist, single or double tracks, the greater part of it? A. A good portion of it is double track. The Merchants' Terminal Company main line, and the St. Louis Terminal Railroad Association main line, the belt from the west part of St. Louis to the connection with the Merchants' Bridge—they are all double tracks. The connections from the East St. Louis belt—I don't know whether it is now a double track or not; it is from the Vandalia and the Baltimore & Ohio tracks to the Merchants' Bridge, a double track.

Q. Do you know what, if any corporations, other than the St. Louis Merchants' Bridge Terminal Railway Company, and the Terminal Railroad Association of St. Louis, the Wiggins' Ferry Company, and the leased and controlled properties of these three companies, operated in October, 1905, and prior thereto, any facilities for transferring freight in car-load lots across the Mississippi River at St. Louis and vicinity? A. The Missouri Pacific Railroad Company had their transfer across the river, at Carondelet.

Q. By ferry? A. By ferry. And the Burlington Road, I think, had their transfer up in North St. Louis, across

the river. The Interstate Sand Company, I don't know whether it was still operating in 1905 or not.

Q. The Missouri Pacific and the Burlington ferries, were they public carriers, accepting all cars offered, or were they simply operating for their own roads? A. I cannot say what they handled, but, being operated by those companies, presumably it was their own traffic, to and from connecting lines, and to and from points on their own lines.

Q. Then, so far as you now recollect, there was no other carrier engaged in a similar business, except the three mentioned, carrying on that business in St. Louis? A. You mean carrying on the business of transferring anything that anybody would offer?

Q. Yes? A. Unless it would be the Interstate Sand Company. I think they were still operating then.

Q. Do you know how many railroad companies enter East St. Louis? A. Do you wish me to name them all.

Q. Can you name them? A. I think I can.

Q. Do so, please. A. Illinois Central, Mobile & Ohio, Valley Division of the Iron Mountain, Louisville & Nashville, Southern Railroad Company, Baltimore & Ohio, Pennsylvania Railroad Company, Vandalia, Wabash Railroad Company, Clover Leaf, Chicago, Peoria & St. Louis, Big Four, Frisco. I don't know what they call it now; the Chicago, Rock Island, or the Eastern Illinois; Chicago & Alton, The Burlington. And then there are three or four small coal roads that enter East St. Louis.

Q. Those you have mentioned are those that are termed in railroad parlance, "trunk lines?" A. Yes, sir; roads, in a general sense, having an extensive mileage, and all of them engaged in regular State and Interstate traffic.

Q. Of those you have mentioned, how many do not belong to the St. Louis Terminal Railroad Association? A. There is the Chicago, Peoria & St. Louis. That is practically the only one on the east side, except those three or

four coal roads; and the Clover Leaf. The Mobile & Ohio belongs, really, through the Southern. The Southern Railroad Company is in the Terminal Association, and I believe the Southern and the Mobile & Ohio are practically the same.

Q. The membership is in the name of the Southern? A. The Southern Railway Company is a member. Probably, if I give the names of the members on the East side, that will make it clearer.

Q. Yes, do that. A. The Chicago & Alton, The Burlington, The Big Four, The Wabash, The Pennsylvania Railroad Company, Vandalia; The Baltimore & Ohio, The Louisville & Nashville, the Southern Railway Company, The Illinois Central, The Iron Mountain, what they call the Valley Route; I think that covers all those east side roads.

Q. Do you know the names of the roads that enter St. Louis from the west, south and north; I mean on the west side of the river? A. Yes, sir.

Q. Please state them? A. The Burlington, Missouri, Kansas & Texas, Wabash, Missouri Pacific, Rock Island, St. Louis & San Francisco, Iron Mountain.

Q. These are what might be termed trunk-line, or main-line roads? A. Yes, sir; trunk lines, all of them having large mileage, reaching all through the Northwest, Southwest and West.

Q. Will you please state, if you know, which ones of those on the west side are members of the St. Louis Terminal Railroad Association? A. I have just stated that they are all members. In fact all the lines reaching St. Louis, excepting the Clover Leaf and the Chicago, Peoria & St. Louis, are members of the Terminal Association, jointly and equally interested in the properties and the use of them.

Q. I will get you to state if you know what relative proportion of the business between the States of Illinois and

Missouri, consisting of in-bound and out-bound freight, from St. Louis territory, going and coming, east of the Mississippi River, the Terminal Railroad Association of St. Louis, the Merchants' Bridge Terminal Railway Company, and the Wiggins Ferry Company, and their controlled and operated properties handle? A. You mean the proportion that each of them handle?

Q. No, sir, the proportion that the three of them handle? A. As to the entire amount?

Q. Yes? A. They handle all except that which is handled by the Missouri Pacific ferry, and probably the Burlington, if it is still operating its ferry: I don't know whether it is or not. I should say they handle fully ninety-five per cent of that which crosses the river at St. Louis. The combined terminal transfers here, the Wiggins Ferry, the Merchants' Bridge, the Eads Bridge (or Terminal Association), and the Interstate Sand Company, handle from ninety to ninety-five per cent of all the traffic. I am now speaking of railroad traffic, of course.

Q. Mr. Ramsay, referring now to the sale of the Wiggins Ferry Company stock, in, I believe, 1902 or 1903, I will ask you to state, if you know, who paid the money for the stock that was purchased by the Mississippi Valley Trust Company? What official of those roads, I mean, if any? A. All the railroad companies entering into that purchase agreed with the Mississippi Valley Trust Company to furnish their proportion of the purchase price. The Mississippi Valley Trust Company advanced the money on their agreement to do that.

Q. Have you any knowledge as to the time and manner of reimbursement to the Mississippi Valley Trust Company? A. No, sir.

Q. The details you are not acquainted with? A. No, sir, not the details of it.

Q. Could you tell me what official of any of the roads

interested could furnish that information? A. No, sir.

Q. The details you are not acquainted with? A. No, sir, not the details of it.

Q. Could you tell me what official of any of the roads interested could furnish that information? A. Well, I don't quite catch your first question, as to who paid the money?

Q. The point is, I want to find out what official of each respective road paid either the cash, checks, or drafts, to the Mississippi Valley Trust Company, for the stock paid for by the respective roads. A. My recollection is that each road paid to the Mississippi Valley Trust Company several hundred thousand dollars on their first payments on that property, in order to carry it along, and then afterwards there was, of course, a bond negotiated, a loan negotiated, which paid off the property. But the Mississippi Valley Trust Company acted for the individual railroad companies, fourteen of them ultimately, seven originally.

Q. What official, if any, of these roads, if you know, could furnish this information, or would be likely to have the detailed information? A. Of course, if there was any money paid by the companies, it would appear on the Treasurer's accounts, the Auditor's vouchers, or advances. Presumably, through the Mississippi Valley Trust Company would be the simplest way to find out how the money was paid.

Q. You say there was a loan negotiated on these properties, which carried a proportion of the purchase price subsequently: I will get you to state if you know what officials of the companies arranged the details of this loan? A. I think the details of that loan were arranged by a Committee representing the several companies. My recollection is that that Committee was composed of Mr. McCrea of the Pennsylvania, Mr. Ingalls of the Big Four, and I think Mr. Yoakum of the Rock Island. I am not certain as

to the last name. This Committee represented the companies.

Q. And that is about the extent of your information upon the question of the details of that transaction? A. Of course, I was present at those meetings, but that was four or five years ago, and there were so many of them, and so many details discussed, that I cannot state definitely what they were.

Q. That was meetings of committees, and not of the corporations, officially? A. Meetings of the presidents of the corporations involved. They were always called "Executive Meetings," "Presidents' Meetings."

Q. There was no official record kept of those meetings, other than memoranda made for reference, I suppose? A. I think that was all.

Q. And whatever they were, would be simply retained by the officials for their own use? A. Yes, sir. Of course, the final payments were made through a bond or obligation. I think I testified in my first testimony in regard to that, that the thing was guaranteed in the first place by the three roads, the Wabash, Iron Mountain and Missouri Pacific, before the Mississippi Valley Trust Company made any move in regard to the purchase of those properties, and of the Wiggins Ferry Company stock, and the other roads came in; but they were the first guarantors.

Q. You stated that in your former testimony. I will ask you if you know whether or not any other road than the Rock Island was interested with the Rock Island, originally, in the effort to purchase a controlling interest in the Wiggins Ferry Company? A. I don't know anything about their arrangements, if any, or their combinations with the other roads.

CROSS-EXAMINATION, BY MR. H. S. PRIEST.

Q. Mr. Crow asked you, in your direct examination, this morning, whether the Terminal Railroad Association did

a passenger and freight business between St. Louis and East St. Louis, and you answered that it did do a passenger and freight business: You mean that was business supplied by railroad companies terminating in St. Louis and East St. Louis, hauling the passenger cars of such companies? A. That was all. The Terminal Railroad Association did no passenger business of its own; that is, it ran no passenger trains, and handled no passengers on its own trains. They merely furnished facilities and transferred the trains of other companies.

Mr. Crow: What time are you referring to now?

Mr. Priest: The time concerning which you examined him.

Mr. Crow: I examined him concerning from 1893 to 1905.

A. Yes, sir.

Mr. Priest: Q. And that has been the rule ever since, at all times?

A. So far as the Terminal Railroad Association is concerned—yes sir. The association of railroads using the Eads Bridge, handled their own passengers, furnished their own trains and cars, and the Terminal Railroad Association had nothing whatever to do with them, except probably to furnish some engines to handle the trains, or something.

Q. That is, they furnished the engines to handle the passenger trains of the roads terminating in East St. Louis and St. Louis? A. Some of them. Some ran their own engines and complete outfits.

Q. Using simply the way of the St. Louis Terminal Railroad Association? A. Yes, sir. The Merchants' Bridge Terminal Railway ran some work trains of its own, I believe, between Granite City and St. Louis, or did; I don't know whether they do it still, or not.

Q. Do you remember what time the Merchants' Bridge Terminal Railway Company ran passenger trains between

St. Louis and Granite City—during what period? A. It did that from 1904 on—to my knowledge. I don't know whether they are still doing it or not.

Q. When did you cease to have any official connection with the St. Louis Terminal Railroad Association? A. December 1, 1905.

Q. You ceased to be a director at that time? A. No, sir; I ceased to be an officer. I remained a director off and on until 1904 or 1905, when I had Mr. Pryor take my place in the Board.

Q. You spoke of all the roads, except two, terminating in East St. Louis, having an interest or membership in the Terminal Railroad Association: those two, I believe, are the Chicago, Peoria & St. Louis, and the Clover Leaf; how is the business of those two roads handled, between East St. Louis and St. Louis? A. It is handled on exactly the same terms and conditions as the business of the proprietary lines. There is no distinction between them, and those two roads have been invited more than once to become associated with the Terminal Railroad Association.

Q. Do you know, personally, of an invitation of that kind being extended, to become members of the Terminal Railroad Association, during your official connection with the Terminal Railroad Association? A. Yes, sir; in a general way. Of course there were no written or printed invitations extended.

Q. There was no discrimination in any manner, state or form, between those two roads and the other roads holding membership in the Terminal Railroad Association, was there? A. None whatever. If anything, the outside roads always had a little the most interest shown to them, in order to prevent them doing their business in other directions, or away from St. Louis—to induce them to bring it here for transfer. The Clover Leaf have, or did have, their

freight-house on this side for quite awhile. I don't know whether they have now or not.

Q. And they have the free use of the terminals at East St. Louis and St. Louis? A. Exactly the same as the other roads.

Q. Exactly the same as the lines holding membership in the Association? A. Yes, sir; exactly the same.

Q. Every line of railroad coming into East St. Louis from the East has its terminus on the east side of the Missippi River, doesn't it? A. Yes, sir.

Q. And that is true of the Wabash, which has lines both east and west of the Mississippi River? A. Yes, sir, but they terminate on the east and west side.

Q. Now, every line coming into St. Louis from the West, terminates on the west side of the river, at St. Louis, doesn't it? A. They do.

Q. And every line coming from the North terminates on the north side of the cities of St. Louis and East St. Louis? A. Yes, sir; their own yards are on the north side. The Burlington and the M. K. & T., and the Wabash coming into the city from the North, from Ferguson, terminates in North St. Louis.

Q. And every line coming into the City of St. Louis from the South terminates on the south side? A. The Iron Mountain terminates on the south side. They connect also with the Missouri Pacific at Carondelet. There is no line entering East St. Louis or St. Louis, from any direction, that is a through line, except as a through line is formed by a connection with the through tracks of the Terminal Company? A. Of the terminal companies—yes.

Q. So that the lines that terminate in St. Louis, coming from the West, must use the Terminal Railroad Association's lines for a connection with the lines on the east of the river? A. If they come through St. Louis, yes, sir.

Q. And those coming from the north, and having a ter-

minus in the north part of the city, must use the Terminal Railroad Association's lines in order to have through traffic to the South? A. Through St. Louis, yes.

Q. And with those terminating in the South, the reverse is true? A. Yes, sir.

Q. And those from the East, in the same way? A. Yes, sir.

Q. Now, cutting out the terminals, there is not a single through line through St. Louis or East St. Louis, is there? A. None whatever—you mean all the terminals of St. Louis, the Merchants' Bridge, and the Eads Bridge, and the Wiggins Ferry connections?

Q. Yes. A. Yes, sir; that is correct.

Q. Now, by means of the lines of the Terminal Railroad Association, and those that you have heretofore designated as belonging to the Terminal system, generally, every line coming into St. Louis, from any direction, or into East St. Louis from any direction, is a through line? A. Is a through line, and has through connection with every other road coming into St. Louis. And any new railroad reaching any outlying tracks of the Terminal Railroad Association, has immediate connection with all the other roads, and with every industry in East St. Louis or St. Louis.

Q. And any industry accessible to any railroad track or railroad terminal in East St. Louis or St. Louis, has access to every railroad coming into East St. Louis or St. Louis? A. Through the Terminal Railroad Association system, they have.

Q. And likewise, the passenger trains of all these roads coming into St. Louis, the same is true? A. Passenger or freight traffic, mails or express.

Q. Do you recall in what localities of St. Louis the terminal yards are? A. As they exist to-day?

Q. Yes. A. Of all the systems?

Q. No, sir, just the Terminal Railroad Association's

yard? A. The Terminal Railroad Association has all the yards, team-tracks, warehouses, and passenger station facilities in the Mill Creek Valley, which are not owned by the Missouri Pacific, Wabash, or Frisco properties, individually. They extend from Manchester Road, practically, clear through the Mill Creek Valley, to the tunnel; practically controlling nearly all the track and facilities on the north side of the Missouri Pacific and Wabash tracks, in the Mill Creek Valley. And they have the north and west belt lines, reaching around and connecting all the railroads west and north of the city.

Q. I am asking especially about freight yards, switching yards? A. The Terminal Railroad Association proper, the freight-yards are principally in the Mill Creek Valley, in St. Louis.

Q. Has it anything north of the Eads Bridge in St. Louis in the way of Terminal yards? A. No, sir.

Q. What other terminal yards are in St. Louis, and in what locality, belonging to the Terminal Railroad Association? A. The Wiggins Ferry Company owns the tracks along the levee with large and important yards in South St. Louis and in North St. Louis. On the levee in North St. Louis, extending on up to the water-works; that is, above the Merchants' Bridge; and reaching practically all connecting lines along the river front, north and south of the levee and water-front properties. The Merchants' Bridge Terminal Railway Company has yards at Gratiot Street, elevated tracks, and then yards from Franklin Avenue north almost up to the Chain of Rocks, away up above the Burlington yards, now, that being extended to a lot of new tracks since I got out of touch with them.

Now, those three systems cover the river front, North and South St. Louis, and the only other freight section of St. Louis, the Mill Creek Valley. And through the connections in the Mill Creek Valley, the Terminal Rail-

road Association reaches out as far as DeHodiamont, with the Burlington & Frisco tracks, within the switching limits of St. Louis.

G. F. M. WARD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. Give your name, residence and occupation? A. George F. M. Ward; Mt. Vernon, Illinois; merchant.

Q. In what line of business are you engaged? A. Clothing, furnishing goods, hats, shoes, and ladies' ready-to-wear goods.

Q. How long have you been in business there? A. Since 1879.

Q. Continuously? A. Yes, sir.

Q. Do you purchase goods to retail in your store, at Chicago and St. Louis? A. Yes, sir.

Q. Will you state, if you can, what are the relative times, if goods are ordered from Chicago, Ill., and St. Louis, Mo., on the same day, that they will be received at your place?

Objected to by counsel for defendants as immaterial.

The Commissioner: In regard to objections, I desire to state that I have discussed this matter with the Judge of this Court since our last meeting. The Commissioner can only note the objections, and if you desire the Commissioner to rule on these matters, you will have to ask for a modification of the order appointing him.

Mr. Priest: This case may be extended indefinitely, if we are to sit here and listen to the complaints of every man who is a shipper over any of these roads. We may consume a full year in taking that sort of testimony, and we will create a whole lot of false issues.

Mr. Krum: The Commissioner cannot pass upon the competency of these matters.

Mr. Priest: Questions may be certified to the Court, to pass upon those matters.

The Commissioner: The Supreme Court has fixed that by its rules. The Court has power to modify the powers of the Commissioner by a special order, but the Court has not done so in this particular instance.

Mr. Priest: My impression is that even in the taking of a deposition before a Commissioner, a question may be certified and brought to the attention of the Court for decision. I take it, of course, that these gentlemen representing the Government would not want to pad this record with a mass of irrelevant testimony.

Mr. Krum: We say it is not irrelevant: that is where we differ.

Mr. Priest: We can determine that question very speedily, by empowering the Commissioner to pass upon the competency of the testimony.

The Commissioner: If you had that in the order, it would be very different. But I have been distinctly informed that my only power is to note objections.

(Previous question read).

A. I have received goods from twenty-four to forty-eight hours earlier from Chicago than from St. Louis, having ordered them at the same time.

Q. What is the distance from your place to Chicago, and from your place to St. Louis? A. I think it is about seventy-eight miles to St. Louis, and something like two hundred miles further to Chicago.

Q. I will get you to state whether or not these orders were given, and the goods shipped, at practically the same time, if you noticed as to that? A. Yes, sir.

CROSS-EXAMINATION, BY MR. PRIEST.

Q. You say you are in the dry goods business at Mt. Vernon, Illinois? A. Yes, sir.

Q. What amount of business do you do annually? A. About seventy-five to eighty thousand dollars.

Q. What is the size of the stock you carry on hand? A. That varies.

Q. Generally, what is the average? A. Probably my stock now—this year I expect to do over $100,000 business, and my stock is larger than what it has been at other times. We have added some new departments. The stock would probably run now $50,000 to $60,000. I cannot say, myself, exactly. I haven't looked at it recently.

Q. How long have you been in business in Mt. Vernon, Illinois? A. Since 1879.

Q. Do you get your invoices in car-load lots? A. No, sir.

Q. In parcels? A. I get them in local shipments, usually.

Q. What do you mean by local shipments? A. That is, in case-lots, or small lots, packages, boxes, etc. My line of business does not usually call for car-load lots.

Q. Have you any distinct recollection as to the precise time, date, and character of goods, ordered simultaneously from Chicago and St. Louis, when shipments from Chicago & St. Louis were simultaneous, and the St. Louis shipment was delayed from twenty-four to forty-eight hours? A. I presume—

Q. I don't want any presumption. A. I think, in fact I am satisfied, that what brought me here today is a "kick" I made about a year ago in regard to some rubber goods.

Q. I didn't ask you about that.

Mr. Crow: Go on, and answer.

A. The weather was very bad, and we needed the goods very badly.

Mr. Priest: Q. I want you to answer my question, and not have Gen. Crow tell you how to answer it.

(Previous question read).

A. I couldn't give the date, but something near a year ago.

Q. What was the character of the goods you ordered? A. Rubber goods, rubber shoes and boots.

Q. From whom did you order them in Chicago? A. From the Sanders Duck & Rubber Company in St. Louis, and the "Duck Brand" Company in Chicago.

Q. How did you give the order? A. By mail.

Q. Sent out on the same day? A. I think so, or about the same day.

Q. "About?" Twenty-four hours is "about." A. Well—

Q. Do you know? A. I know at that time I was ordering goods, and when I ordered them from St. Louis I was usually a week, or something near a week, getting them; and often I ordered them from Chicago, and if I wrote the letter on Sunday I had the goods in my house on Tuesday. That I know, because we took special notice of it.

Q. We will go over all these occasions in your cross-examination. But this particular shipment you referred to—do you know that the order was made by mail on the same day, and if so, how do you know it? A. I couldn't state that positively, no, sir.

Q. You did state it, in your examination in chief, that they were mailed at the same time? A. I say if they were ordered at the same time.

Q. Didn't you state in your examination in chief that the order was made at the same time in Chicago and St. Louis?

Mr. Crow: He answered my question, and my question was, "If they were."

A. The point I am trying to testify is, that if I ordered.

Q. I am not concerned with what you are trying to testify, but with the fact. A. That is the fact. When I ordered them from Chicago on one day, they came quicker by twenty-four hours than if I ordered from St. Louis.

Q. You say this occasion, of about a year ago, was the cause of your being subpoenaed here? A. I think so. I don't know it personally. Because I made some previous kicks about that time.

Q. I asked you to give me the time, the character of the goods, the date of the order, etc. Now, I want to get through with this instance first, and then we will take up the others later on. Now, did you state, that in this instance to which you referred, the orders were made on the same day? A. No, sir; I cannot state that positively, although I have no doubts my records would show it, but I cannot state that positively.

Q. Did you order the goods personally? A. Yes, sir.

Q. You made these orders? A. Yes, sir.

Q. Do you know when the goods were shipped from Chicago? A. I know that I ordered goods on one day, and the third day, one day intervening from the time I made the order, I would have the goods in the house; the same as if I would order to-day—

Q. You want to get away and deal in generalities; I want to deal in specific things. I want to know if you know the date on which the goods were shipped from Chicago in this particular instance? A. I could not name any particular day, no, sir; because I haven't charged my mind with the date, for a year.

Q. Do you know the date when the goods were shipped by the Sanders Duck & Rubber Company, from St. Louis? A. No, sir; I couldn't state that.

Q. Do you know how they were shipped? A. Yes, sir; I know they were shipped over the L. & N. Railway.

Q. Was it a car-load lot or a parcel? A. Parcel lot.

Q. To whom was it delivered, and where, do you know? A. I couldn't say that, either.

Q. Do you know whether it was delivered directly to the L. & N. Railroad Company? A. No, sir, I know when I received them—that is all.

Q. Wouldn't the bill of lading show? A. I think it would.

Q. Have you the bill of lading in your possession? A. No, sir. I have a memorandum in my possession now of goods I ordered last week, when I was over here, that I haven't got yet. I don't know what they have done with them. I have the receipt here.

Q. We will get to that later. But referring to this particular instance: do you know whether they were delivered direct to the L. & N. Railroad Company, or to some one else? A. I couldn't say.

Q. Would your bill of lading show that? A. I presume so, if I would look it up.

Q. When you were making this complaint, didn't you look to see the date? A. I was kicking at the house, and not the railroad company.

Q. Your complaint was that the house was not particular in filling your order? A. I haven't any complaint to make. I am simply testifying to the facts as they occurred with me.

Q. I want to fix the responsibility here, of who is at fault. A. Here is a bill of lading, shipped on the 26th, and it is not at my place yet. I don't know who it was delivered to.

Q. Let me see that bill of lading? A. Here it is (handing paper to counsel).

Q. I will take that up later. I want to get through with this other first. So you don't know when you order from the Sanders Duck & Rubber Company was shipped, and to whom it was delivered for shipment; you simply know that

it arrived at your place over the L. & N. road, sometime after you ordered it? A. Yes, sir.

Q. That is the sum of your information? A. And also about the same time, with another shoe house—the name I cannot just call to mind now—I had considerable trouble in receiving goods.

Q. Now, is there any other instance besides that of the Sanders Duck & Rubber Company, to which you referred? A. It is the general rule—

Q. I am not asking you about the general rule. A. That is all I can testify to, is the general rule.

Q. I want to test the general rule by specific instances: Can you give me any other specific instance? A. I could not give you any dates, because I have not charged my mind with them.

Q. I am not asking about dates, but instances. A. With the Hargadine-McKittrick Dry Goods Company, I have had goods delayed in the same way.

Q. Did you call to mind, in making that answer, any specific instance of dealing with Hargadine-McKittrick, or is it a general impression you are testifying to? A. It is the general rule that our goods are delayed from St. Louis. We can count on a week. Often I order goods by express to save the delay.

Q. How often do you order from St. Louis? A. I suppose two or three times a week.

Q. From what houses? A. Hargadine-McKittrick, Roberts, Johnson & Rand, Sanders Duck & Rubber Co., Rice-Stix, Loth Jeans Clothing Co.

Q. Have you had the same difficulty with all those companies? A. Pretty much. It is not always that freight is delayed that much—

Q. When was the last instance that—

Mr. Crow: Let him finish his answer.

A. I cannot say how often.

(Previous question and answer read to witness).

The Commissioner: Do you want to add anything to that?

A. I think not.

Q. By Mr. Priest: When was the last instance of delay? A. That is that receipt there (indicating). I should have had those goods in the house Friday or Saturday.

Q. You have shown me a receipt: when did you make the order that called for those goods? A. A week ago Tuesday: that is two weeks ago to-morrow.

Q. When did you leave home? A. This morning, between four and five.

Q. And the goods had not yet arrived? A. They had not.

Q. Whose receipt is that? A. The L. & N. Railroad Company's, I think.

Q. Do you find any L. & N. on that receipt? A. (After examining receipt). It is the St. Louis Transportation Company receipt to Morris A. Heinmann Mfg. Co.

Mr. Crow: It is Transfer Company instead of "Transportation."

Mr. Priest: Let the witness testify.

Mr. Crow: It speaks for itself, and I can read.

Mr. Priest: So can the witness.

Q. Do you know what the St. Louis Transfer Company is? A. I am not posted on these things over here.

Q. When were those goods, according to this receipt, delivered to the St. Louis Transfer Company? A. I didn't look to see. (After examining paper). The receipt calls for the 26th. I presume that was when they were delivered.

Q. This receipt is evidence of delivery to that company, isn't it? A. Yes, sir.

Q. And you say you ordered those goods two weeks ago? A. It will be two weeks to-morrow.

Q. According to this receipt, then, the Morris A. Hei-

mann Mfg. Co. held your order for more than a week, didn't it, before they shipped the goods, or delivered them to the St. Louis Transfer Company? A. Yes, sir, but goods delivered here to the Transfer Company on the 26th ought to be in Mt. Vernon on the next day, or on the 28th.

Q. Can you count on the Heimann Company shipping promptly in response to your order? Didn't they hold this order some time? How do you account for that? A. Very likely they didn't have the goods, didn't have them manufactured.

Q. Isn't that probably true in regard to the Sanders Duck & Rubber Company also? A. It may be.

Q. So your delays in receiving goods from St. Louis may be on account of the delay of the merchants in shipping the goods, may it not? A. Well, if they tell the truth, it is not.

Q. I say, so far as you know. A. So far as I know—yes, sir.

Q. And you have in evidence the only memorandum which you have in writing, that the party of whom you ordered them held the goods more than ten days? A. I have had other receipts, where the goods have been longer delayed than that.

Q. Give me those other receipts. A. I throw them away when the goods come in.

Q. I am not able to pin you down to another specific instance. You testify generally, and when you give me a particular memorandum in which you complain of delay I find, on examining it, that the principal delay is on account of the delay of the party from whom you ordered the goods. A. The only other thing I can give you is my recollection.

Q. Examining this receipt further, don't you see that the Transfer Company did not get these goods until the 27th of September? Look at the date on that stamp. A. (After

examining paper). I was looking at the date of the receipt. You are either younger, or have better eyes, for I cannot see that date.

Q. General Crow may read it. He corrected you on another part of it. A. I am not able to see that date—Yes, I believe I can make it out; a sort of a pencil mark blurs it.

Q. That shows the 27th? A. Yes, sir.

Q. Well, this receipt was dated the 26th, but the goods were not received by the St. Louis Transfer Company until the 27th of September? A. That is correct.

Q. And that was more than ten days after you had ordered them, before the goods were shipped to you? A. That is correct.

Q. Have you any objection to this receipt going in evidence as an exhibit to your testimony? A. None in the world.

The paper referred to is marked "Defendant's Exhibit Ward Receipt."

Q. You know nothing about this shipment except the fact that you ordered the goods from St. Louis and you received them at Mt. Vernon by the L. & N. Railroad? A. That is about all. I don't keep track of them. Of course I know the time I receive the receipt, and if I do not get the goods in a reasonable length of time I begin to ask them to trace. I have no special interest in the matter, and do not keep tab on it.

Q. Do you know whether the St. Louis Transfer Company deliver at St. Louis or East St. Louis direct to the L. & N. Railroad Company? A. No, sir, I don't know that. I think most of the goods are delivered on this side, but I don't think that is always the case.

Q. Delivered by what companies on this side, do you know? A. I do not know.

Q. Have you any personal knowledge of it at all? A. No, sir, none whatever.

Q. Why do you say you think? A. I have seen my receipts, and to the best of my recollection some of them are delivered to the railroad company on this side.

Q. When did you last examine those receipts? A. I could not say?

ALPHONZO DE FIGUEIREDO, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW.

Q. State your name, residence and occupation? A. My name is Alphonzo de Figueiredo; I reside at 4132 McPherson Avenue, St. Louis, Missouri. I am Assistant Manager of the St. Louis Transfer Company.

Q. How long have you been connected with the St. Louis Transfer Company? A. Since January, 1892.

Q. Who are the officers of the St. Louis Transfer Co.? A. Mr. George J. Tansey is the President and General Manager; Mr. Gaston B. Walls is Secretary and Treasurer; and I occupy the position of Assistant Manager and Auditor.

Q. What are your duties in the position you occupy? A. My duties are as Assistant to the President and Manager, to exercise supervision over the transportation, and also the traffic of the Company. And as Auditor I submit a monthly statement of the operations of the Company, and approve vouchers for the payments of supplies and other expenses.

Q. What is the extent and character of the property owned and controlled by the St. Louis Transfer Company? A. The St. Louis Transfer Company owns and operates some three hundred freight wagons, eight hundred horses and some twenty carriages and baggage wagons; this equipment being used for the movement of freight and passen-

gers and their baggage. It also owns and operates depots on Second and Carr Streets in the City of St. Louis; at 400 South Broadway, and on Third Street between Valentine and Poplar Street, for receiving and transferring freight, destined either for railroads at St. Louis or East St. Louis, or for storage on account of whom it may concern.

Q. To and from what points or what States does the St. Louis Transfer Company carry on its business of transporting passengers and freight? A. The St. Louis Transfer Company delivers freight to the railroads having termini at East St. Louis in the State of Illinois, and also to the railroads having terminals in the City of St. Louis.

Q. Do you transport any freight from the State of Illinois to the State of Missouri? A. Yes, sir.

Q. What class and character of freight? A. As a general proposition, ordinary merchandise, but we transport everything we are able to handle, or our wagons are able to carry.

Q. How many men, teams and wagons have you in that part of your service? A. To-day we are operating probably two hundred and seventy-five teams, which necessarily means two hundred and seventy-five drivers, and an additional force of not less than three or four hundred men, in the way of clerks, laborers, superintendens and so forth. That is in the Freight Department alone.

Q. About how many men have you on your pay-roll, altogether? A. It depends upon the season of the year. When business is brisk we generally carry about from eight to nine hundred men in all departments, both freight and passenger.

Q. Have you any idea of the tonnage you will actually transport between Missouri and Illinois, to and from the railroads that have termini in East St. Louis, Illinois? A. I think about in the neighborhood of four hundred thousand tons per annum.

Q. Prior to the 1st day of October, 1905, what rate was charged for the general merchandise transported by your company between St. Louis, Missouri, points in this city, and East St. Louis, Illinois and vicinity, of the character you have mentioned? A. I could not answer that off-hand, because we have a tariff which specifically states the rate. But as a general proposition carload business is four cents per hundred pounds and less than carload business is five cents per hundred pounds. Then there are a number of exceptions, which our tariff indicates.

Q. The bulk of the business that would go, would that be at the four cents or less than four cents rate? A. Yes, sir, most of it would be; that is, taking into consideration the carload business.

Q. Will you describe the method that is gone through with in handling freight where there is a shipment from New York City, for instance, to a wholesale firm in St. Louis, Missouri, if it is billed by your Transfer Company; Tell us just what you do? What I want to get at is, the part of the service you perform in getting that into St. Louis? A. To begin with, we have a list of consignees in St. Louis, who are on our delivery or guaranteed accounts. Such consignees receive the freight direct from the terminals at St. Louis, at their door, the St. Louis Transfer Company collecting the freight charges, plus its charge for the service from the consignee..

Q. With whom do you settle for your bills? A. Then we settled with the Railroad Companies every week for the amount of traffic handled by the Transfer Company for the account of each, whatever that amount may be. We do that every week, or, rather four times a month.

On the business destined to consignees who are either within the delivery limits, or who do not have a credit with the Transfer Company, the freight is unloaded in the warehouse, and the consignee notified, and when he calls for the freight he will pay the charges from the point of shipment

to St. Louis, and the same process will be followed, that is, the Railroad Company will get its proportion by settlement, and the difference will be handled by the Transfer Company, as its payment.

Q. The warehouse you speak of would be located where, in the City of St. Louis? A. In the City of St. Louis, State of Missouri.

Q. How long has this method you speak of been in operation? A. Practically, General Crow, since 1859.

Q. A store door delivery? A. Yes, sir; and warehouse delivery.

Q. When did the store door delivery begin? A. The history of the Transfer Company will show that freight was hauled from East St. Louis, and either unloaded in warehouses of the Transfer Company, and the consignee notified, or then by arrangement with the consignee, by the payment of drayage charges, the freight was hauled directly to the consignee.

Q. Before the first of January, 1906, was the St. Louis Transfer Company making a general store door delivery within the limits you have mentioned, within the City of St. Louis? A. Yes, sir.

Q. I will get you to state, who paid the transfer charges prior to October 1, 1905, that were collected by the Transfer Company, for the services which it performed? A. On what business do you refer to.

Q. On business generally, shipments from the East, coming in. A. It would be desirable to indicate whence the shipment originated, because in some instances where the rates apply to St. Louis, the consignee did not pay as much as when those rates did not apply.

Q. What class of freight would it apply to, before October, 1905, in St. Louis? A. The rates in operation in the territory that is known as "Green Line Territory," or "Southern Freight Association Territory," the rates apply

to St. Louis; and where the freight was delivered direct to the consignee, half of the transfer charges was paid by the Railroad Company and the balance was paid by the consignee.

Q. That is, in Green Line Territory the Railroad Company paid all of the charge to the Transfer Company: Is that right? A. No, sir. If the freight was delivered at the door of the consignee, the Railroad Company paid one-half of the transfer charge, and the consignee paid the balance. But if the freight was unloaded in the warehouse, to be called for by the consignee, the Railroad Company paid the entire charge for transferring.

Q. Will you designate where the Green Line Territory is? A. It is that territory south of the Ohio and West of the Carolinas and Mississippi River.

Q. When did the arrangement you mention begin operating with the Railroad Company and the Transfer Company, with reference to Green Line Territory? A. That is all, I think, since 1893 or 1892.

Q. Prior to that time the same rules applied to what is now known as "Green Line Territory" as applied to other territory, didn't it? A. No, sir. The other territory did not come in under that. But if I am to go back to ancient history—in 1859 that was the condition, that the rates applying to St. Louis, the railroads made the delivery of the freight here, paying the Transfer Company in the shape of tonnage for the cost of transferring it across the river.

Q. You know when the Green Line Territory was designated, do you? A. I do not.

Q. That was not in 1859, was it? A. No, sir; but in 1893 it was that these arrangements went into effect.

Q. Do you know the occasion of those arrangements being made? A. I am not familiar with it, because I went to the St. Louis Transfer Company just about that time.

Q. Wasn't it because of the building of the bridge at

Memphis? A. That might be. But as I stated before, I came to the St. Louis Transfer Company about that time, and I am not familiar with that.

Q. You spoke of goods coming in to the Green Line Territory: Please tell us, if you know, what was the arrangement as to who paid the charges on goods coming from St. Louis destined to points south of the Ohio River? A. The reverse of that proposition. That is, when hauled from the door of the shipper, the shipper pays half the cost; and when delivered by the shipper to the depots of the Transfer Company, the cost is absorbed.

Q. That is, who pays it? A. The railroad companies.

Q. The territory north of the Ohio River, what is the arrangement as to who pays the charges, on inbound freight? A. I am not very familiar with that, because I would like to look at the tariff.

Q. In a general way? A. In a general way, from points in Iowa and Wisconsin—I don't know whether the Chicago & Alton is yet doing it—but on freight destined to Missouri River points, on the Chicago & Alton road, the same conditions exist.

Q. What do you mean by "the same conditions?" A. That is, the Missouri Pacific and the Wabash Railroad having terminals at St. Louis, and the Chicago & Alton having to depend upon the Terminal Railroad Association or the St. Louis Transfer Company for terminals, has necessarily to absorb or make the rate the same that is made by the Wabash and the Missouri Pacific to Kansas City and Missouri River points.

Q. On points east of the Missouri River, on say freight destined to Kansas City, would the railroads take care of the charge of your company, if they are transferred by your company? A. Yes, sir.

Q. Take it upon shipments from St. Louis territory, north of the Ohio River, out-bound shipments, into terri-

tory called "Trunk Line Territory," what rates if any apply for transfer charges, and who pays the same? A. That is a condition that has been open in St. Louis within the past few months, and not yet generally accepted, so I am not in a position to indicate, as a sweeping statement, that every railroad is doing it; but such as are, will absorb the full cost of the transfer when the freight is delivered at the depots of the St. Louis Transfer Company; and when the freight is hauled from the shippers' stores, they will pay only one-half, or will pay varying prices, according to the classification, it being two cents on the first three classes, one and one-half cents I think on the fourth and fifth classes, and one-half cent on the sixth class. But that rate is not recognized or paid by all of the railroads; there are some exceptions.

Q. You are speaking now, of course, of payments to your Company and not to any other? You are speaking of your own business only? A. Yes, sir, I speaking only of ours, although I understand they are doing it to others..

Q. Is it true that the railroad companies make any difference between shipments that are sent in from the East, from the merchants, manufacturers or citizens of St. Louis, in the amount of cost of carriage, in order to obtain delivery in St. Louis, if the goods are consigned to your Transfer Company? A. If they make any difference?

Q. Yes. A. They are the best able to judge. I know only what we do and what they allow us.

Q. I am asking you if you know about that condition? A. I know that we are not by any means handling all of the traffic. Why I do not know.

Q. I ask you if you have any knowledge on that question? Of course if you haven't you cannot answer. A. No, sir; I haven't any positive knowledge.

Q. What is the next largest transfer company to yours? A. The Columbia Transfer Company.

Q. Have you any general knowledge as to the amount of property, number of teams and the amount or number of men they employ? A. Not sufficient to testify. All my information is hearsay.

Q. What other Transfer Companies are there engaged in the same general character of business, so far as freight is concerned, that your Company is engaged in? A. There are the Fidelity Transfer Company, the Mound City Transfer Company, the Bailey Transfer Company, the Kinney Transfer Company, Noble's Express Company. I don't know how many there are, but a great many. I am citing you a half dozen or more.

Q. They do a similar business to what your Company does, on a smaller scale? A. Yes, sir.

Q. What official of your Company has charge of the records and stub-books, do you know? A. The Secretary.

Q. And what did you say his name is? A. Gaston B. Walls.

Q. Where is his office? A. 400 South Broadway.

Q. Is he in the city now? A. He was this morning.

Q. Do you know whether or not the roads that compose the Terminal Railroad Association pay to your Company the same rates for hauling, all of them, where they pay anything? A. Where they pay anything they pay the same.

Q. The same rates? A. Yes, sir.

Q. Take the article of boots and shoes, have you any arrangement with any of the boot and shoe houses to handle their business, along the lines you indicated a little while ago? A. I don't think we have at present. We are handling boots and shoes that are delivered to the depot at Broadway and Spruce streets. But we are not handling—in other words, we are not carrying between the railroads and the wholesale boot and shoe houses, and have not been for some time.

Q. When you handle boots and shoes for a merchant on Washington Avenue to your depot in this city, to East St. Louis, for whom do you handle those goods? A. We handle it on account of the Railroad Company we represent.

Q. What amount of that class of business do you carry on—very much of it? A. No, sir, not very much.

Q. Take the grocery line: Do you handle goods directly for the wholesale grocers, under any specific arrangement with them? A. No, sir; we handle carloads of sugar for storage, and that is about all.

Q. Take their out-bound shipments for points in Indiana and Ohio, north of the Ohio River: Do you handle that from your depots, or from the wholesale houses? A. We might handle it from our depots, probably, if we are offered something; but not enough to attract attention.

Q. Do you know how the majority of that line of goods is handled? A. The largest wholesale grocers are located at the Cupples Station. And the others, a great many of them, are located on Second Street, and own their own teams, or have some "boss" teamster who handles the freight directly from their store to East St. Louis.

Q. The men at Cupples Station do not team over to East St. Louis, do they? A. No, sir.

Q. They are able to load directly on to the cars? A. Yes, sir.

Q. Do you know how the in-bound shipments of the wholesale grocers are handled from the termini of the eastern roads? A. About the same way. We do very little of that business, as I stated, unless carloads of sugar or some staple article, coffee, or something like that, may come in.

Q. Take the dry goods line: That is a bulky line of business, isn't it? A. Yes, sir.

Q. Do you handle that directly to the store? A. We handle a great deal for one firm.

Q. What firm is that? A. The Carleton Dry Goods Company. All the others have their private teams, to either go to East St. Louis, or haul from the terminal on this side.

Q. On the out-bound shipments, how do they handle it? A. The same way. We are now getting, from some firms, some in-bound shipments of dry goods for Ferguson-McKinney. It is only a small lot, not like the other, the Carleton Dry Goods Company, for whom we do all their hauling.

Q. What proportion of grocerymen haul their own goods from East St. Louis, on in-bound shipments? A. I would not like to make a sweeping statement, from East St. Louis, whether from East St. Louis or the terminals on this side. As a general proposition, I would say that every wholesale grocer, not located at the Cupples Station.

Q. Would you say the majority of the dry goods men do the same? A. The majority of the dry goods men are a little different. Some of them are shipping their freight directly by the Terminal Railroad Association, because they have warehouses located on or contiguous to the tracks of the Terminal Railroad Association. On their out-bound freight, they either deliver it to the Terminal Association on this side, or to the railroad company at East St. Louis.

Q. There is a large amount of steel business, the manufactured product, handled in and out of St. Louis? A. Yes, sir.

Q. How is that handled? A. By private teams, or on tracks on this side of the river, principally.

Q. Principally on this side of the river? A. Yes, sir.

Q. How is the lumber traffic from eastern points handled, or do you know—that is a bulky product, too? A. From my experience in the past, all the lumber business we have from the East—I cannot remember anything particularly, in large quantities, coming from the East. Most

of the lumber comes from the North and the South, and, of course, would be handled from this side. Such roads as would bring it from the other side, the C. B. & Q., or the Chicago & Alton, all the principal lumber yards are located on tracks in North St. Louis, for example. That is not handled by wagons, at all.

The usual hour for recess having arrived, recess was taken until 2:30 p. m.

After recess on Monday, October 1st, 1906, the following proceedings were had:

On the application of counsel for plaintiff, it is ordered that R. N. Frazier, of St. Louis, Mo., produced at the taking of testimony in this cause, before the Special Commissioner, on the 2nd day of October, 1906, at ten o'clock, a. m., and following days, the following books, records, and papers:

Information circulars, Nos. 1 to 8, inclusive, issued by the St. Louis Coal Traffic Association.

All records of meetings held during the year 1905, down to the month of October of said year, by the East-bound Freight Committee of St. Louis.

All records of meetings held during said year, down to the month of October, by the St. Louis & Belleville Freight Committee.

All records of meetings held during said year, down to said month of October, 1905, by the St. Louis & Cincinnati Freight Committee of St. Louis.

DIRECT EXAMINATION OF A. DE FIGUEIREDO, CONTINUED, BY MR. CROW.

Q. You stated, or at least, I understood you to state, before noon, that there was not any difference in the method of shipping in here now than what there had been since the

beginning of the business of the St. Louis Transfer Company? A. That is right, yes sir.

Q. Is there any difference as to the price that is paid for shipping the different classes of freight in here from the East than what there was in 1905, and prior to that date? A. General Crow, before replying to the various questions which you may see fit to put to me, I desire to qualify a statement which I made this morning.

Q. Certainly, you may do so. A. And that is, with reference to your question as to whether there were any other transfer companies in this city that were engaged in a similar mode of transportation to that practiced by the St. Louis Transfer Company. In reply to that query, I stated Yes, and mentioned several. But I desire to qualify that with an additional statement, and that is, that although they may have, and do have, wagons and drivers, yet they do not furnish the railroads the terminal facilities which the St. Louis Transfer Company furnishes them. They do not have the amount of capital invested in real estate and buildings; they do not employ the number of clerks for the purpose of furnishing the railroads a clearing-house. They do not advance to the railroads the vast sums of money which the St. Louis Transfer Company does. In other words—

The Commissioner: They are not in the same class.

A. "They also run."

Mr. Crow: Q. They haven't any warehouse, either? A. No, sir; they simply furnish the teams. In reply to your query I stated there were several other companies, and I failed to qualify that although they were in the way of business similar to ours, they did not furnish these facilities.

Replying to your query of this afternoon, I say, no sir, the St. Louis Transfer Company of to-day has the same tariff it had at that time.

Q. My question was a little broader than that. I will

ask it in another form. I will get you to state if, prior to October, 1905, the railroads billed freight direct to St. Louis by way of the St. Louis Transfer Company? A. Yes, sir.

Q. Was that an ordinary thing? A. Yes, sir.

Q. Was the freight billed to St. Louis, and St. Louis bill of lading issued? A. No, sir.

Q. Then it was billed to St. Louis by the St. Louis Transfer Company, as a connecting carrier? A. Yes, sir.

Q. At this time, how is the bill of lading issued? A. I don't know. I haven't seen a bill of lading.

Q. That is out of your department? A. Yes, sir.

Q. You do not handle that? A. No, sir.

Q. What official of your company would know about those things? A. If the consignment is delivered direct to the consignee, then only the consignee would know it; but if the consignment were unloaded in the warehouse, and would have a bill of lading presented for the consignment, then it would be a matter of record, and in possession of our department.

Q. Prior to the 1st of October, 1905, the arrangement for the transportation of goods in-bound, from East St. Louis to St. Louis, was between the St. Louis Transfer Company, and the consignee, wasn't it? A. Ninety-five per cent of it, yes.

Q. And the arrangement for that transportation I mentioned, was not between the railroad company and the St. Louis Transfer Company? A. No, sir.

Q. Now the arrangement is the other way, isn't it? and the matter of the transportation to St. Louis is arranged between the St. Louis Transfer Company and the railroad company? A. No, sir.

Q. It is not? A. No, sir.

Q. How is it arranged? A. Wherever and whenever the St. Louis Transfer Company has filed with the railroad companies terminating at East St. Louis, an order for the

delivery of their consignments to the St. Louis Transfer Company, that order is observed by the company terminating in East St. Louis. In the absence of that order, it is optional with the railroads terminating at East St. Louis whether the freight shall be delivered to the St. Louis Transfer Company, or whomsoever they please?

Q. Is there any difference now in the price of a shipment, on first-class freight, from New York City to St. Louis, if it is billed by way of the St. Louis Transfer Company, and what it would be to the consignee if it is billed by way of the Weber Transfer Company? A. I am unable to answer that question, for the reason that I do not know what the Weber Transfer Company collects.

Q. Is there any difference in the price for hauling, as paid by the railroad companies now, and what there was in October, 1905? A. Yes.

Q. What is that? A. The difference is whatever the differential may be, perhaps one cent a hundred.

Q. Explain what you mean by "the differential"? A. If A B C at New York should ship to C D E or to D E F at St. Louis, a box of first-class merchandise, the rate being eighty-seven cents to East St. Louis; and if D E F were a customer of the Transfer Company, to whom the Transfer Company would make direct delivery from East St. Louis, then the rate charged to that consignee would be the first-class rate to East St. Louis, 87 cents per hundred pounds; plus one cent, the St. Louis rate; making an 88 cent rate; plus the delivery to the door of that consignee, at whatever the charge may be,—we will say three cents; making a total of ninety-one cents. Formerly—

Q. Who would pay that ninety-one cents? A. The consignee. Formerly that same box, over the same route, but under different conditions, would arrive at East St. Louis, at the East St. Louis rate, 87 cents, plus the delivery from East St. Louis to the door of the consignee, five cents,

making it 92 cents. Therefore, the consignee, under the present arrangement, is the gainer at the rate of one cent per hundred pounds. I don't know if I make my meaning clear?

Q. I understand it. It is very clear to me. How much of that would the railroad company pay? A. It being first-class, according to the published tariffs, and I believe they are on file with the Interstate Commerce Commission.

Q. Of your Company? A. Yes. We don't file them, but I believe the railroad companies do. But the railroad companies' files indicate that they pay the St. Louis Transfer Company two cents per one hundred pounds.

Q. Additional? A. It comes out of this entire amount. So that the consignee pays only three cents.

Q. Then the railroads actually ship freight into St. Louis for two cents less than they formerly did? That is the practical result of it to the railroads? A. How is that, General?

Q. I am asking you if that is true? A. How do you make it two cents less?

Q. They did not formerly pay anything, did they, and now they pay two cents? A. They did not pay anything formerly.

Q. And they have not increased the freight rate to St. Louis one cent and to East St. Louis two cents? A. Yes, two cents.

Q. To St. Louis they receive one cent less than they did formerly? A. Yes, sir.

Q. Do you know what per cent—just approximately—of the business that is handled by teams, in-bound and out-bound from East St. Louis across the Mississippi River, your company does? A. I have no means of ascertaining.

Q. Have you any judgment about it, as a man who has been in the business a long time? A. My judgment might be very poor.

Q. Could you say that your Company does a majority of it? A. No, sir, I could not.

Q. You couldn't say that? A. No, sir.

Q. If a shipment was delivered, say, by a house on Washington Avenue to your Company, at the warehouse of your company in St. Louis, and it is less than a carload lot, destined, say, to a point on the Pennsylvania Railroad, east of Indianapolis, Indiana, what process does that go through before it is finally started on its journey eastward? A. If a car-load is delivered—

Q. No, sir, less than a car-load—fractional car-load lots is what I am getting at, just how they are handled? A. Upon delivery by the consignor's team of any freight to the depot of the St. Louis Transfer Company, whether the same be located at Broadway and Spruce, or at Second and Poplar Streets, a receipt is issued, which is signed by the Receiving Clerk of the Transfer Company; such shipment is then billed by the clerks in the Bill Office, loaded on wagons of the Transfer Company, and forwarded to the road via which the shipment was routed. In all such instances, the rates apply from the depot of the St. Louis Transfer Company, and the railroads, through their representative, the East-bound Traffic Association, having an officer to inspect and determine and verify the authenticity of the shipment, as having passed through the depot of the Transfer Company, the charge for transferring it from St. Louis to East St. Louis is paid by the receiving line.

Q. That is to a point beyond Indianapolis? A. Yes, sir. There are so many exceptions and qualifications by these railroad companies, that I am simply making a sweeping statement. In some cases they do, and in some they don't.

Q. Just state to the best of your knowledge. Do you know whether or not there is any point on this side of Indianapolis, to which, if that same shipment was con-

signed, either the consignor or the consignee would have to pay the transfer charge? A. General Crow, there have been a number of tariffs issued—

Q. If you don't know, don't state. A. I know they do, and then they don't, and so it is impossible for me to answer that.

Q. One other point in connection with that question: After the goods are put upon your wagon here in St. Louis, or in one of your warehouses, would they be loaded directly into the car at East St. Louis, in less than car-load lots? A. I would have to speak from what I am told, because I am not at East St. Louis to determine that. But I believe the practice is that all less than car-load lots are placed upon the platform.

Q. What platform? A. Of the Railroad Company receiving it.

Q. Is that the end of your carriage of it? A. Yes, sir.

Q. When you receive goods from the East, in-bound for St. Louis, in less than car-load lots, at what point in the journey do you receive the goods—in the car or on the platform of the railroad company? A. In both places.

Q. Either place? A. Yes, sir.

Q. It doesn't matter which? A. No, sir.

Q. Who loads the wagon, your man or the railroad company's man, or is it a joint operation? A. It is a joint operation.

Q. They assist you? A. They do for us what we do for them. We load their freight here, and we expect them to load our freight there. It is a sort of reciprocal arrangement.

Q. The Terminal Railroad Association's tracks, and those of the Merchant's Bridge Terminal Railway Company, for many years have reached where they now do, in St. Louis and East St. Louis, Madison, and Granite City? A. I have not been connected with that phase of the trans-

portation department for a great many years. I don't know where they are, honestly.

Q. You know where the depots are, in a general way, don't you—or, I will get at it in another way: the Terminal Railroad Association does a transportation business across the river here, between Illinois and Missouri, of the same general class as your Company does, but carried on by rail? A. Yes, sir.

Q. Is there any difference in the cost of carriage, between the method employed by your Company, and the method employed by the Terminal Railroad Association, for similar lines of goods? A. I don't like to go into a side issue on this proposition, but a great many years ago a most prominent railroad man of that time, whom you probably knew, Col. McKissock, called my attention to the fact that the most expensive mode of transportation was a wagon on a dirt road, and the easiest was a sail-boat on the water. I do not think you can draw a parallel as to the cost of operation between cars on rails and wagons on a dirt road, or over cobble-stones.

Q. In other words, the wagon is much more expensive? A. Yes, sir.

Q. On the question of time a similar shipment of goods started to be handled by your Company and handled by the Terminal Railroad Association, which would be the more paid, between the two states? A. There is only one answer. We are the more rapid of the two.

Q. You are the more rapid of the two? A. Unquestionably.

Q. And that is the reason, from a business standpoint, why your Company is so largely used by the shippers? A. Yes, sir.

Q. I believe you stated you were the Auditor of your Company? A. Yes, sir.

Q. When your Company finishes up a shipment that is routed through to St. Louis, say from New York, is there

anybody connected with your company that gets a way-bill or memorandum of any kind, that you have gotten that shipment and delivered it? A. I will give the modus operandi: for every shipment that is delivered by a railroad at East St. Louis to the St. Louis Transfer Company, a wagon-ticket, indicating and describing the shipment, giving the consignee's name, and a description of the consignment, is furnished to the driver. There is also furnished and sent to the office of the Transfer Company for that consignment, an expense bill, which is only an extract of the way-bill, giving the name of the consignee, a description of the consignment, the weight, and the railroad charges.

Q. Who retains the way-bill? A. The railroad company retains the way-bill. At the end of the quarter, that is four times a month, a recapitulation of such expense bills is made to the Transfer Company by the railroad companies, and on its face the charge is collected.

Q. Do you know to whom, if any one, the bill of lading is sent after shipment to St. Louis? A. I simply infer that the consignee will get the expense bill, not the way-bill.

Q. The bill of lading? A. He is supposed to get the bill of lading, and he will get the expense bill when the bill is presented for the carrying of the goods.

Q. What official of your Company did you say had charge of your stock-book? A. The Secretary.

Q. And that is Mr. Wall? A. Yes, sir.

Q. I believe you gave me his address this morning? A. Yes, sir.

Q. Your officials are all located in St. Louis? A. Yes, sir.

Q. You have your offices here? A. Yes, sir.

Q. What is the capital stock of your Company, if you know? A. $850,292.00.

CROSS-EXAMINATION, BY MR. F. W. LEHMANN.

Q. I show you what has been marked here as "Exhibit

Ward Receipt," and call your attention to the stamp imprint upon the face of it, and ask if that is the stamp of the St. Louis Transfer Company? A. (After examining paper). Yes, sir.

Q. Take that paper, and what does that indicate to you, as a man engaged in transportation here—taking the whole paper? A. That indicates that some time in September, the 27th, there was delivered to the general depot of the St. Louis Transfer Company, at Fourth and Spruce Streets, a consignment consisting of one box weighing thirty-seven pounds, shipped by Morris A. Heimann Mfg. Co., to G. F. M. Ward, at Mt. Vernon, Illinois, routed over the Louisville & Nashville Railroad.

Q. Speaking from your knowledge, in connection with shipments of that kind, what would be done with that box after it was delivered to your general station or depot on Fourth and Spruce? A. In the natural order of business, this box would be loaded on to one of the wagons of the St. Louis Transfer Company, billed by the Bill Office in accordance with the instructions of the shipper, as before stated, and delivered to the L. & N. Railroad Company at East St. Louis.

Q. How would that delivery be made by you? How would you get it over there? A. By means of the wagons in operation on that day, or at that time, crossing the Mississippi River, either via the ferries or the upper roadway of the bridge.

Q. Would the Terminal Railroad Association have anything to do with that shipment, or any shipment of that kind, billed as that is, and handled as that was to be handled? A. No, sir.

Q. The great bulk of the business passing between St. Louis and East St. Louis, in both directions, either beginning here or ending here or passing through here, is done

by means of the Terminal Railroad Association rather than by means of transfer companies, isn't it? A. Yes, sir.

Q. Would you be able to approximate something of the percentage of traffic that is done across the river by wagons, as compared with that done in the other way—or could you say any more than that the overwhelming portion of it is done by rail? A. The overwhelming portion is done by rail, because we do very little. I know how little we do.

Q. I think you stated that your Company did about four hundred thousand tons per annum? A. Yes, sir.

Q. And you were not able to state what proportion that bore to the entire business done by all teams that might be engaged in traffic across the river? A. No, sir.

Q. Your Company is, I believe, the largest of them—the largest of the companies engaged in such business? A. Yes, sir.

Q. I mean by that that you have more teams and more facilities for handling goods? A. Yes, sir; and better facilities.

Q. Your Company is used, as I understand your testimony, by the railroad companies, as a means of getting into and out of St. Louis? A. Yes, sir.

Q. And is used for some business preferably to the Terminal Railroad Association? A. Yes, sir.

Q. You can make deliveries sometimes quicker than the Terminal Railroad Association? A. At all times.

Q. And sometimes the convenience is greater, through the medium of the Transfer Company? A. Yes, sir.

Q. Your business deals more with the higher class freights? A. Yes, sir.

Q. Almost exclusively with the higher class freights? A. Yes, sir.

Q. You don't handle such things as coal, to any extent? A. No, sir, we don't handle it at all.

Q. You haul for merchants, or any person who is in the

attitude of a shipper or a receiver of freight, without regard to any arrangement of the railroad company, don't you? A. Yes, sir.

Q. In other words, a shipment coming in here for me, not a merchant, if I call your attention to it, you will haul it? A. Yes, sir.

Q. And for any one in the town? A. Yes, sir.

Q. And a considerable volume of your business is made up of that kind of hauling? A. Yes, sir.

Q. I believe you stated you do all of the hauling for the Carleton Dry Goods Company? A. I think we do, yes, sir.

Q. That is by voluntary arrangement between you and that company? A. Yes, sir.

Q. I think you stated that the other leading dry goods companies of this city did their own hauling, or at least most of it? A. Yes, sir.

Q. And that is because they prefer to do so? A. Yes, sir.

Q. They either own their own teams, or else they make arrangements with persons who do own teams? A. Yes, sir.

Q. You spoke of some shipments into this territory from what is called the "Green Line Territory?" A. Yes, sir.

Q. Being a territory that lies south of the Ohio, west of the Carolinas, and east of the Mississippi River? A. Yes, sir.

Q. And they undertake to carry into the City of St. Louis? A. Yes, sir.

Q. And also there is some territory to the north? A. Yes, sir.

Q. Where the railroads have been in the habit of carrying the freight into the City of St. Louis? A. Yes, sir.

Q. In those cases they had to compete with carriers that had terminal facilities in the City of St. Louis? A. Yes, sir.

Q. And in order to compete with them, they must get

their shipments into the city upon the same terms that these other carriers do? A. Yes, sir.

Q. And if they employed you as the agency across the river, they were required, necessarily, to absorb your charges? A. Yes, sir.

Q. You haul from any of the stations, either in St. Louis or East St. Louis? A. Yes, sir.

Q. You do hauling for both sides: you haul from across the river, and you haul from this side? A. Yes, sir.

Q. And hauling from this side you haul to stations in this city and also to stations in East St. Louis? A. Yes, sir.

Q. While St. Louis and East St. Louis are distinct cities, in different States, and separated by the Mississippi River, there is a very close relationship between the two, from an industrial and commercial point of view? A. Yes, sir.

Q. So that the local station for many St. Louis shipments will be on the east side of the river? A. Yes, sir.

Q. In some cases where shipments are east-bound, you deliver to the railroads at a station in East St. Louis instead of St. Louis? A. Yes, sir.

REDIRECT EXAMINATION, BY MR. CROW.

Q. What do you get for hauling first-class in-bound freight, from the termini in East St. Louis, either to the store-door, or to your own freight depots in St. Louis? A. I think about five cents a hundred.

Q. And what do you get for hauling the same class of freight the other way? A. The same rate, five cents per hundred.

G. A. MADDEN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. Please state your name and business? A. G. A. Madden; general dry goods business, shoes and clothing.

Q. Where do you live? A. Mount Sterling, Ill.

Q. How far is that from St. Louis? A. That is about one hundred and thirty-seven miles.

Q. How far is it from Chicago? A. Two hundred and fifty-two miles.

Q. On what road? A. On the Wabash.

Q. You buy goods at wholesale in both cities? A. Yes, sir.

Q. Will you tell us whether or not you have any delays in getting shipments from St. Louis?

Objected to by counsel for defendants as irrelevant.

A. It takes longer to get freight from St. Louis than from Chicago, if that is what you have reference to.

Q. What time does it take to get goods from Chicago? A. From Chicago, generally, one day.

Q. What time does it usually take to get them from St. Louis? A. Four days.

Q. What different lines of goods do you buy in the two cities? A. Dry goods, shoes and clothing.

Q. How long have you been in business over there? A. Five years this fall.

CROSS-EXAMINATION, BY MR. LEHMANN.

Q. Do you buy the same line of goods in both cities? A. Yes, sir.

Q. That is to say, you buy dry goods and shoes in Chicago? A. Yes, sir.

Q. And you buy dry goods and shoes in St. Louis? A. Yes, sir.

Q. And it requires uniformly one day to get shipments from Chicago to your place, and uniformly four days to get goods from St. Louis to your place? A. Yes, sir.

Q. And that has been true for how long? A. Ever since I have been in business.

Q. And that is how long? A. Five years.

Q. And that is not exceptional, but is the rule? A. That is the rule, yes, sir.

Q. And how are prices in Chicago, as compared with those in St. Louis? A. There is very little difference, in my estimation.

Q. Are they a little lower in Chicago? A. On some lines of goods they are, but on other lines they are a little lower in St. Louis, if there is any difference.

Q. In which city do you do most of your buying? A. In Chicago.

Q. You do most of it in Chicago? A. Yes, sir.

Q. About what proportion? A. I should think, probably, two-thirds at least.

Q. And always have? A. Always have; yes, sir.

Q. And that is because you find it cheaper to buy there? A. No, sir. The reason of that is that I was formerly located near Chicago, and I was more familiar with that market, until I located in Mt. Sterling.

Q. So it was your intimacy and acquaintance with people in Chicago, and the fact that you had personal relations with the wholesale merchants there, that led you to deal more with Chicago than St. Louis? A. Yes, sir.

Q. You were a sort of a natural customer of Chicago, except when you moved nearer to St. Louis you got to buying some here? A. Yes, sir.

Q. What is the difference in rates between Chicago and Mt. Sterling, and between St. Louis and Mt. Sterling? A.

The rate is the same, with the exception of the bridge charges.

Q. The rates are the same? A. Yes, sir.

Q. And you are on what line? A. The Wabash.

Q. And is the total rate higher from St. Louis to Mt. Sterling than it is from Chicago to Mt. Sterling? A. It has been until quite recently. Recently the bridge transfer has been abolished and done away with.

Q. And now the rates are the same? A. Yes, sir; the same.

Q. The Company hauls in either direction, to either terminus, at the same rate? A. Yes, sir.

Q. You say you get goods from Chicago in one day; does that mean from the time your order gets there? A. No, sir, it is from the time shipment is made. If the goods are delivered to the freight depots before six o'clock p. m. they reach us the next day at 3:15.

Q. How are shipments made to you, principally, in car-load lots or less than car-load lots? A. In broken lots.

Q. Do you know what the course of shipment is from a house here in St. Louis to yours? A. No, sir.

Q. Do you know what different agencies are employed to handle your goods from the door of the wholesale merchant or manufacturer in St. Louis to the railroad company on the east side of the river? A. No, sir, the freight bills simply read "East St. Louis to Mt. Sterling."

Q. And they are issued by the Wabash Railroad Company? A. Yes, sir.

Q. And so far as you know, and so far as any way-bill or any means of knowledge you have, the shipment is handled entirely by the Wabash? A. Yes, sir; with the exception that there are payments advanced here, or have been until quite recently, advanced charges on the freight bill, and that would indicate it had been handled by some other company previous to reaching the Wabash.

Q. You have been present here at this hearing, Mr. Madden? A. Yes, sir.

Q. And you heard the statement with respect to handling the shipment here for the Heimann Mfg. Co., and whether yours was handled in that same way or not you cannot state? A. No, sir.

Q. You say it takes three days, on an average, to receive goods from St. Louis? A. Four days.

Q. How do you figure those four days, from what time: from the time you order? A. No, no; from the time the shipment is made.

Q. How do you ascertain that fact? A. From our invoices.

Q. That is the invoice which is sent to you by the merchant? A. Yes, sir.

Q. How about the bill of lading or way-bill? A. The bill of lading, when there is one—they do not always send us a bill of lading, in fact they seldom send us a bill of lading.

Q. You would not be able to state whether the date of delivery to the carrier in St. Louis was the same date as the invoice or not? A. No, sir.

Q. You predicate this upon the date of the invoice you receive from the merchant? A. Yes, sir.

Q. And that is invariably four days between the date of that invoice and the receipt of the goods by you? A. Yes—excuse me one moment, but I would like to qualify that last statement in reference to the four days, and say that I got that statement more definitely from the Wabash agent at Mt. Sterling than from the invoice.

Q. Who are your consignors here? Whom do you buy from? A. Rice-Stix, Ely & Walker, Roberts, Johnson & Rand, O. J. Lewis, and others.

Q. Can you give us any particular instance, and the details of some instance, of a shipment that required four

days from the time it was delivered into the hands of the initial carrier in St. Louis until it reached you? A. No, sir; that has been the rule to such an extent that when we require goods in a hurry we always order them from Chicago, and not from St. Louis, for that simple reason.

Q. When you say "the rule," you mean by that that some shipments require four days after they get into the hands of the carrier, but others come in less time? A. Yes, sir.

Q. So you count on four days as a regular thing, in your business? A. Yes, sir.

Q. And have you ever made complaint to Rice-Stix & Co. about that? A. I have discussed the matter with them, but made no formal complaint.

Q. Or Roberts, Johnson & Rand? A. No, sir. I have never made any complaint, but simply in talking with some of their men I have stated that they would find it a beneficial thing if that delay could be remedied.

Q. How are the prices in Chicago on dry goods, generally, as compared with prices in St. Louis? A. Why, on cotton goods my judgment is that the St. Louis market is a little lower, but on other classes of goods I don't think there is very much difference, if any.

Q. The difference is in favor of Chicago, what there is? A. I cannot say it is.

Q. Wherever you have had a bill of lading, it has been a Wabash bill of lading, for goods from St. Louis? A. I cannot say about that. In fact, I don't know that we have ever had a bill of lading.

Q. Or a way-bill? A. The expense bill is always a Wabash bill.

Q. In other words, everything you have got indicate that it comes over the Wabash? A. Yes, sir.

Q. And nothing to indicate any other railroad company

handling it? A. I have no means of knowing how a shipment made from St. Louis reaches the Wabash.

Q. And the only means you have of knowing how it gets to you, is knowing that it gets there over the Wabash? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. The advanced charges, or bridge charges, as you have stated, have been absorbed only this year, haven't they? A. Yes, sir; it is more recent than that.

Q. Sir? A. It is more recent than this year.

Q. What time of the year? A. I haven't noticed that they appear on the freight bills at all within the last three months.

Q. Up to that time, the bridge charge appeared? A. Yes, sir.

RE-CROSS EXAMINATION, BY MR. LEHMANN:

Q. Do you mean by that the bridge charge, or some kind of charge? A. I mean an advanced charge.

Q. The nature of which you could not state? A. No, sir.

Q. It might have been the St. Louis Transfer Company charge. A. Oh, yes, it was a charge for getting it over to East St. Louis.

Mr. Crow: Q. Did you ever make any inquiry of anybody about it? A. I never could get any satisfactory information. I wrote to Hargadine-McKittrick about it.

JAMES CLAUSEN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. State your name, residence, and occupation? A.

James Clausen; 2801 North Broadway; shoe polish manufacturer.

Q. How long have you been in business there? A. Eleven years.

Q. No. 2801 N. Broadway is your place of business? A. Yes, sir.

Q. Do you ship goods in and out of St. Louis, across the Mississippi River? A. Yes, sir.

Q. What is the character, whether or not they are car-load or less than car-load lots? A. Less than car-load lots.

Q. Do you deliver goods on this side of the river that go out, or on the other side? A. We deliver goods on this side of the river.

Q. To whom do you deliver them? A. Sometimes to the St. Louis Transfer Company, and sometimes to the Terminal Railroad Association.

Q. Your in-bound shipments, where do you receive them, on this side or the other side of the river? A. On this side.

Q. By what means? A. By either the St. Louis Transfer Company or the Terminal Railroad Association.

Q. Is there any difference between the time it takes to get them in or out, by the St. Louis Transfer Company, or the Terminal Railroad Association? A. I believe it is about the same. I believe the St. Louis Transfer Company is a little quicker. We don't figure that there is any difference between the two.

Q. Have you experienced any difficulty in getting your goods in and out? A. Many times.

Q. What is the cause of that? A. It is very hard to say what is the cause. We know that the goods were in East St. Louis, and when we telephoned that we were in a hurry they would say that they had delivered them to the St. Louis Transfer Company or the Terminal Railroad Association, as the case might be, and then when we would telephone to the St. Louis Transfer Company or to the Terminal Rail-

road Association, they would say they had not yet received them from the railroad company. We knew one was lying, but which one it was impossible to say.

Q. Did that happen often? A. Very often. It has happened of course, that that was owing to a condition—possibly that is not germane to the subject here—to conditions existing at the time of the flood. We had goods over there, we knew—we had to have the goods, and we had to send to New York and have them sent here by express, and they got here long before the goods that were already delivered here in St. Louis. But, of course, that was unusual.

Q. Did that delay ever happen at any time except during a flood? A. Oh, yes, it happened.

Q. That you had delays? A. Oh, yes, sir; we have had delays for several days when we couldn't get freight over, but of course not so much as that.

Q. How much delay have you had? A. Three or four days. One would blame the other. The Transfer Company and the Terminal Railroad Company would blame the railroad companies, and the railroad companies would say they had delivered the goods, and we could absolutely get no satisfaction from either of them.

Q. Have you had any delays since last year, 1905? A. Yes, sir; but I will admit there has been some improvement since the free bridge agitation came up. There has been a decided improvement. They began to realize that they had to do something. That they couldn't fool people all that time—that is my idea—and there has been some improvement in the facilities.

Q. Prior to what you call the free bridge agitation, October, 1905, did you experience any of these delays? A. Yes, sir.

Q. Did you experience any delays in getting goods out? A. Well, only the complaints we got from our customers.

That is all we know. We do not complain so much about the delay in getting out our goods, as we do about the shipments to us. You see our goods are glass, principally, and being re-shipped after getting to the other side, there is a great deal of breakage that would not occur if the terminals were on this side. If there is breakage, the customer writes us, and they deduct so much for broken goods. We tell them that after we have delivered the goods to the railroad company, all our responsibility ceases. But, you know, what it is to say "Write to the railroad company." They say, "We will deduct it from you, and you can get it from the railroad company."

Q. Have you delivered to the St. Louis Transfer Company to take cars across the river to deliver to some connecting line on the East side? I will get you to state whether or not those goods are re-handled on the other side of the river? A. I don't understand you.

Q. If you deliver a shipment of your goods in less than car-load lots on this side of the river, to the Terminal Railroad Association, destined to a point on the Pennsylvania Railroad, are those goods re-handled in East St. Louis? A. That I do not know.

Q. The goods you talk about re-handling are goods sent by the Transfer Company? A. Mostly.

C. I. MILLARD, a witness of lawful age, being duly produced, sworn and examined on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. State your name, residence, and occupation? A. C. I. Millard; St. Louis, Mo.; lumber business.

Q. With what company are you connected? A. The Chicago Lumber & Coal Company.

Q. Where are their general offices? A. St. Louis, Mo.

Q. Have you any mills anywhere? A. Yes, sir.

Q. Where? A. Mississippi, Louisiana, Arkansas, Wisconsin and Oregon.

Q. Do you have any offices in other places than St. Louis? A. We have one hundred offices.

Q. Do you have yards? A. Yes, sir.

Q. What is the capital stock of your concern? A. $4,000,000.

Q. How much business do you do in a year, generally, gross amount? A. About $7,000,000.

Q. Are you familiar with the shipments of lumber into St. Louis, and through St. Louis, across the Mississippi River? A. Yes, sir.

Q. Have you any idea as to the volume of that business, in and out-bound, at St. Louis, per month? A. The lumber business?

Q. Yes. A. I should think that lumber and forest products would run twelve to fifteen thousand cars a month.

Q. Have you any idea as to whether or not there is any delay in the handling of that class of freight, in-bound and out-bound, over the tracks of the Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association? A. The situation is better than it was before the Thebes Bridge was opened.

Q. When was that opened? A. I think it was about a year ago. That has relieved the situation very much, because a great deal of the traffic passes over that bridge and avoids the St. Louis terminals. Before that, the congestion was very marked at times, and the delays were very frequent and annoying.

Q. And how is it now? A. The situation is improved.

Q. Do you still have any delays here? A. Occasionally, yes, sir.

Q. This improvement comes from the use of the Thebes Bridge? A. That would be my theory of it.

Q. There is nothing else in sight, is there, to account for that? No improvement in the terminal service, is there? A. Not that I know of, the volume of business has largely increased.

CROSS-EXAMINATION, BY MR. LEHMANN.

Q. The Thebes Bridge has been the means of doing some of the business that before that time was handled through St. Louis? A. Yes, sir.

Q. So, in a measure, it might be considered as an addition to the facilities at St. Louis, or, rather, an addition to the facilities for handling business that, formerly came through St. Louis? A. It is an additional bridge over the Mississippi River.

Q. And it has relieved the situation here? A. Yes, sir.

Q. And the difficulties here, the fact that you are in a large city, with an enormous volume of business, and with terminals restricted in number and amount— A. Well, I cannot say what the difficulty is.

Q. You know the physical condition in the city here, Mr. Millard? A. Yes, sir.

Q. Our terminals, in fact, most all of our railroads, are congested into the Mill Creek Valley? A. Yes, sir, a great number of our cars of lumber that came from Louisiana crossed the Conlogue, and all the rest came here. The great difficulty we had was to get the Terminal Railroad Association to receive and handle the freight.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. The great number of forest and lumber products that pass through this gate-way of St. Louis come from the territory in the South and West, Louisiana and Arkansas? A. Louisiana, Arkansas and Texas.

Q. And the Thebes Bridge is located where? A. It is

a short distance above Cairo, connecting the station called Illmo on the West with Thebes on the East side.

Q. How far below St. Louis is it? A. About one hundred and thirty miles.

Q. It is on the line of the Cotton Belt road that runs from St. Louis to Texas? A. The Cotton Belt is the western connection.

Q. Who built that bridge? A. My general information is that it is owned jointly by the Cotton Belt, the Iron Mountain, and the Frisco, who also connect with it on the west, and the Chicago & Eastern Illinois.

JESSE FRENCH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. State your name, residence, and occupation? A. Jesse French; St. Louis; President of the St. Louis Motor Car Company.

Q. Is there any other business you are connected with? A. Yes, sir; President of the Krell-French Piano Co.

Q. Any other business? A. Yes, sir; I am interested in the mining business, president of one or two mining companies.

Q. How long have you lived in St. Louis? A. About fifteen years.

Q. Where is the St. Louis Motor Car Company located now? A. At Peoria, Illinois.

Q. What line of goods did the St. Louis Motor Car Co. manufacture? A. Automobiles.

Q. Are they still engaged in that industry? A. Yes, sir.

Q. Were they ever located in St. Louis? A. Yes, sir.

Q. When did they leave St. Louis? A. A little over a year ago.

Q. I will get you to state, if you know, what the primary cause of their leaving St. Louis was?

Objected to by counsel for defendant as immaterial.

A. One main objection was the trouble we had in receiving and delivering our goods.

Q. At what point? A. East St. Louis.

Q. I believe you stated when they left here? A. Yes, sir; a year and a half ago.

Q. Was that trouble with terminal and railroad facilities? A. Yes, sir.

CROSS-EXAMINATION, BY MR. LEHMANN.

Q. Because you couldn't get them delivered in time? A. Couldn't get them delivered, and couldn't get our goods. We had to go over the bridge, and it cost us from six to eight dollars to deliver a machine. Frequently, we would deliver the machine over there, and we couldn't get the cars, and we would have to bring it back, paying toll both ways.

Q. Where was your factory located? A. No. 1211 Vandeventer Avenue.

Q. You couldn't get the cars from the railroad companies, is that it? A. Yes, sir.

F. ERNEST CRAMER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. State your name, residence, and occupation? A. F. Ernest Kramer; St. Louis; Vice-President of the G. Kramer Dry Plate Company.

Q. Where is your plant located? A. Shenandoah and Lemp Avenue.

Q. What city? A. St. Louis.

Q. How long have you been in business here? A. About twenty-three years.

Q. Do you hold any official position in this city? A. Yes, sir; I am a member of the City Council.

Q. Do you ship goods into St. Louis for use in your factory? A. No, sir; we do not ship them ourselves; we receive them.

Q. You receive them? A. Yes, sir.

Q. Where do they come from, principally, from the East? A. From Antwerp, Belgium, and Liverpool, England.

Q. They are imported goods? A. Yes, sir.

Q. Have you experienced any difficulty in getting those shipments into St. Louis? A. Yes, sir; quite a good deal.

Q. Where did the difficulty arise? A. Principally in bringing them from East St. Louis across the river.

Q. Was the delay extended at all? A. Yes, sir; it would extend all the way from a week to four and five weeks.

Q. After the arrival of the goods in East St. Louis? A. Yes, sir.

Q. Did you make any investigation to find out why that condition of affairs existed? A. We would take it up with the Terminal Railroad Association, but we could never get any satisfaction. They would tell us they would bring the goods over just as soon as they could.

Q. Did you undertake to solve the problem in any manner, for the benefit of your business? A. Yes, sir.

Q. What did you do? A. We put on two additional teams and got the goods ourselves in East St. Louis.

CROSS-EXAMINATION, BY MR. LEHMANN.

Q. How many car-loads would you get in the course of a year? A. I should say about eighty or ninety.

Q. Was your business mainly less than car-load lots? A. No, sir; it all came in car-load lots.

Q. It would be on an average a little more than a car a week? A. Yes, sir.

Mr. Crow: It would be almost two.

A. Yes, it would be almost two a week; between eighty and ninety a year.

Mr. Lehmann: Q. You had the greatest difficulty at times like the flood? A. Yes, sir; and also afterwards.

Q. But chiefly then? A. We had more trouble then than any other time, but we always had trouble.

Q. But those delays of three or four weeks was where there was trouble of some kind with the elements? A. Yes, sir; but it would never take less than a week or ten days, in ordinaary times, to bring the goods over.

Q. Your goods came from what direction? A. From the East. They generally come from some Atlantic port, Boston, Philadelphia, or Newport-News.

At this point, the usual hour of adjournment having arrived, by consent of counsel, I adjourn the further hearing of testimony herein until to-morrow, Tuesday, October 2, 1906, at ten o'clock, a. m., then to be continued at the same place.

R. E. Rombauer,
Special Commissioner.

St. Louis, Mo., Oct. 2, 1906.

Met pursuant to adjournment as above on Tuesday, Oct. 2, 1906, at ten o'clock a. m., in the Federal Building, in the city of St. Louis, Mo.

The following proceedings were had:

OSCAR HERMANN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW.

Q. State your name, residence, and occupation? A. Oscar Hermann; St. Louis, Mo.; Secretary of the B. W. Clark Grocer Company.

Q. Where is your place of business? A. No. 307 to 311 North Second Street.

Q. How long have you been in business there? A. About seventeen years.

Q. Does your firm receive and ship goods across the the Mississippi River into Illnois, and into other Eastern and Southern territory? A. Yes, sir.

Q. How is the delivery of your out-bound stuff going to points on Eastern roads, made? A. Most of the shipments were delivered to East St. Louis by teams.

Q. Whose teams? A. An independent drayage company.

Q. What drayage company? A. It was formerly the Tobin Drayage Company, and recently has changed the name to the Western Drayage Company.

Q. Who pays that drayage? A. The Benjamin W. Clark Grocer Co.

Q. What is the reason that the goods are transferred by a team across the river?

Objected to by counsel for defendants as totally irrelevant.

The Commissioner: It is better to note that objection is preserved to all this class of testimony.

Mr. Priest: If it is the purpose of these gentlemen to fill this record with that sort of trash, we might as well help fill the record by reiterating our objections.

We object to it as totally irrelevant, as frivolous, as a waste of time, and as an insult to the Court called upon to try the case.

Mr. Krum: We suggest that counsel be provided with some more air, so he can enlarge his objections.

A. For two reasons: one is that it saves time, and secondly, that it is not as expensive.

Q. In what way is it less expensive? A. You mean you want the figures we pay?

Q. Yes. A. Why, until recently, until the differentials between East St. Louis and St. Louis have been reduced, the transfer was two cents per hundred on car-load freight, and we had to haul it from the depot at an additional expense of two cents per hundred, making the total four cents; and the drayage company hauled it for three and a half cents from East St. Louis, which was a saving of one-half cent per hundred, and a saving of considerable time in the transfer.

Q. I will get you to state whether or not the transfer of the goods could be made by the teams as speedily as it could be made by the terminal service? A. We have found it so.

Q. How about your in-bound shipments? How do you get them in from East St. Louis? A. Until recently we hauled nearly all of them from East St. Louis, but since the differentials have been reduced we have car-load shipments delivered to this side by the Terminal Railroad Association, and we haul them from the Terminal's depot.

Q. Prior to that time, whose teams hauled your goods? A. Before then the Tobin Transfer Company.

Q. What was the reason of your hauling from East St. Louis?

Mr. Priest: The question is manifestly objectionable, because it calls for a reason, and a reason must be adduced from a statement of the facts. The testimony is totally irrelevant for any purpose or any issue in the case.

A. The same as the out-bound.

Q. State the reason. A. There are two reasons: one is, it saves time; and the other is, that it is less expensive.

No cross-examination.

JOHN WULFING, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name and occupation? A. John Wulfing; grocery business on Second Street.

Q. How long have you been in the grocery business? A. About twenty-five years.

Q. Are you in the wholesale business? A. Yes, sir.

Q. Your firm handles goods in and out of St. Louis across the Mississippi River? A. Yes, sir.

Q. Please state in what manner you get the goods in and out of St. Louis to points on the other side of the river? A. We get them either—or we used to get them—by team from East St. Louis, to a great extent, but now we get them either from the St. Louis Transfer Company or from the Terminal Railroad Association warehouses.

Q. When did you stop teaming from East St. Louis? A. At the time when they changed the charges.

Q. When was that—this year? A. I don't know when; a couple of months ago; at the time the Wabash first got their depot on this side.

Q. Whose teams did you use? A. A boss teamster by the name of Sutz; he had several teams.

Q. What was the reason for your hauling the goods across the river? A. We did not always haul them across the river. We sometimes had them sent by the Terminal Railroad Association. But whenever we were in a hurry for the goods, we got them by team from East St. Louis.

Q. What is the method of your transfer now? A. Now we have them delivered to the Terminal Railroad Association, or delivered to the St. Louis Transfer Company; the rates are now the same, whether delivered to the Terminal, or to the Transfer Company. In former times they were higher when delivered to the Transfer Company; that is, for service from St. Louis to East St. Louis.

Q. Since when has it been the case that the rates are the same? A. Since the Wabash opened its freight depot on the west side of the river.

Q. When was that? A. Six or eight months ago; I cannot recall the exact date.

Q. This year? A. Yes, sir, I think it was.

Q. How much of the transfer charges do you pay when you send the goods across the river by team? A. I believe that varies on different roads. Some roads, like the Chicago & Alton, have the same rate from St. Louis and East St. Louis, so on account of getting goods rapidly to destination, we haul them across the river, and we pay the whole transfer charge, four or five cents per hundred, I think it is—five cents, I believe it is.

Q. And in other cases—Suppose it goes to the Illinois Central? A. Practically, that does not apply at present. We cannot deliver goods to East St. Louis now, because, as I stated, they cost us with our teams four cents a hundred, and we can haul it to this side for two cents, and the rates being the same now, we haul it to this side.

Q. Does that apply to all the transfer companies? A.

I think the St. Louis Transfer Company is in a class by itself. That seems to be much more favored than any other transfer company.

Q. In what way is it favored? A. It is considered a part of either the Terminal Railroad Association, or the railroad companies.

Q. Are the rates different, if you use the St. Louis Transfer Company, or if you use the Weber Transfer Company, for instance? A. I am not familiar with the Weber Transfer Company.

Q. Well, any other transfer company? A. Formerly the charges of the St. Louis Transfer Company were considered as constituting a part of the rate; whereas, if we delivered goods to some smaller transfer company, they would put on it "Advanced charges," and the consignees would have to pay both the transfer charge and the drayage charge, too. There is one matter—

Mr. Priest: You were going to suggest that Gen. Crow had omitted something? A. I was thinking, speaking about the time. We have always found the Terminal Association to be quite a help to us, when we are not in a hurry for goods, and are looking for free storage; then we would order the gods routed by the Terminal Railroad Association, and then it would take some ten days to two weeks to St. Louis, and we would have no storage to pay.

Mr. Crow: Q. That was when goods were detained on the Terminal Railroad Association tracks? A. We always figure that it takes from ten to fifteen days for goods to come from East St. Louis to St. Louis—at least quite frequently it does.

CROSS EXAMINATION, BY MR. PRIEST:

Q. You adopted that method of getting free warehousing? A. You might say so. When we were in a hurry, we had the goods hauled by the St. Louis Transfer Com-

pany, and when we were looking for free storage we had them sent to the Terminal Railroad Association.

Q. Reverting for a moment to the difference you have described between the St. Louis Transfer Company and the other transfer companies with which you are familiar, you say the St. Louis Transfer Company made a through billing on goods shipped from St. Louis? A. As I understood it, their charges were considered part of the railroads', part of the rates; for instance, if the rate from here to—

Q. Let us see if your construction of that proposition is correct or not: what are the facts? Did not the St. Louis Transfer Company make an independent charge from St. Louis to East St. Louis, or from East St. Louis to St. Louis? A. Take, for instance, the rates from St. Louis to Fulton. I had occasion to look into that some time ago. I think the rate from either St. Louis or East St. Louis is, on fourth class or fiifth class goods, twenty-one cents. Now we can deliver those goods to the St. Louis Transfer Company, and out of that twenty-one cent rate the Transfer Company gets its four or five cents from the C. & A. But if, in order to expedite matters, we get the goods over to East St. Louis quickly, by some other independent transfer company taking the goods over to East St. Louis, we have to pay them four or five cents per hundred, and that would be added to the rate; and the rate in that way, from St. Louis to Fulton, would be five cents more than if we delivered the freight to the St. Louis Transfer Company.

Q. Fulton is in what State? A. Missouri.

Q. You would ship by way of the Chicago & Alton? A. Yes, sir. Now I might mention, I don't know if any—

Q. The Chicago & Alton rate between St. Louis and Kansas City is the same as that of the Missouri Pacific and Wabash, that have a direct line, not passing over a bridge, or the terminals at St. Louis, isn't it? A. I am

not personally familiar with those facts, because we do not sell any goods in Kansas City. I am referring now to local points on the C. & A.

Q. Are you familiar with the tariffs of the Chicago & Alton Company? A. I am familiar, to this extent: that I know that the rates apply from the St. Louis Transfer Company the same as from East St. Louis, but if delivered by those transfer companies I have done business with, the rates would be so much higher. In other words, the Chicago & Alton was considered as constituting a part of that—

Q. Part of the line? A. Yes, sir.

Q. But, nevertheless, the St. Louis Transfer Company made an independent charge for the services it rendered? A. To us. I frequently noticed on expense bills that the transfer charge is separated from the other charge. In other words, the charge would be twenty-one cents.

Q. What does that indicate? That there was a separate charge made for that transfer, but that the St. Louis Transfer Company advanced it? A. It is not billed as "Advanced charge." Say the rate is twenty-one cents, and the Transfer Company gets its pro rata out of that. You have any other company haul the goods, and they do not get their pro rata.

Q. So the only difference is, to separate it into items in the original billing? A. The difference is the rate we pay some smaller transfer company to bring the goods to East St. Louis. We pay that in addition to the gross rate to destination.

Q. To St. Louis? A. Not to St. Louis. We were speaking of Fulton, Mo., just now.

Q. Mr. Wulfing, are you talking exclusively with respect to the charges of the Chicago & Alton Railroad? A. Well, those are the only ones that are fresh in my mind, because I made some inquiry recently on those rates.

Q. You say you are not familiar. Now take your ship-

ment of goods to Fulton, in Missouri, in the western half of the State of Missouri— A. I think it is the eastern half, but that is immaterial, I suppose.

Q. It is west of St. Louis? A. Yes, but it still might be in the eastern part of the State.

Q. It is about ten or twelve miles north of the Missouri River, in Callaway County? A. Yes, sir, it is in Callaway County.

Q. The Missouri Pacific and the Wabash compete for the trade of Fulton, don't they,—and the M. K. & T.? A. Practically, not; because the C. & A. would get the local rate from Cedar City, say, or from Mexico down; so it would have to be re-loaded. I never heard of any goods going to Fulton except by the C. & A. But, take Slater, which is only on the C. & A., and the same conditions prevail there.

Q. The rates on the Chicago & Alton are the same either from St. Louis or East St. Louis, to either one of those points, aren't they? A. Yes, sir.

Q. So the charge for transferring from St. Louis to East St. Louis is absorbed by the railroad tariff, isn't it? A. If it is hauled by the St. Louis Transfer Company; if it is hauled by any other company, it is not.

Q. If it is delivered to the Terminal Railroad Association at East St. Louis, it is? A. Yes, sir.

Q. If it is delivered either to the Terminal Railroad Association, or the St. Louis Transfer Company, it is absorbed? A. I don't know. We haven't tried that. We have delivered either to the railroad company, or to the Transfer Company.

Q. You know it is absorbed if it is delivered to the Terminal Railroad Association? You know the transfer rate from St. Louis to East St. Louis is absorbed in that charge? A. I think so; the rate being the same from St. Louis.

Q. If you employ, for the purpose of expediting your

shipment, some other company that has no arrangement with the Chicago & Alton Railroad Company to transfer your freight from St. Louis to East St. Louis, you pay the charge of that transfer company; isn't that what you mean? A. Yes, sir, I mean that. The other transfer companies are not able to have that rate absorbed.

Q. The Terminal Railroad Association absorbs it. It is absorbed by the Chicago & Alton Railroad Company, if you deliver it to the Terminal Railroad Association? A. I don't know if that would be considered a transfer charge. When they deliver to the Terminal Railroad Association, I don't think the goods go to East St. Louis.

Q. The goods go whichever way you route them, don't they? Suppose you deliver them to the Terminal Railroad Association, to be delivered to the Chicago & Alton, doesn't it go that way? A. Yes, sir, I think so.

Q. So the goods go whichever way you route them? A. Either by the Terminal Railroad Association, or the St. Louis Transfer Company.

Q. The rate is absorbed? A. Yes, sir.

Q. You know of no arrangement made between the Chicago & Alton Railroad Company, and the St. Louis Transfer Company, do you? A. I have no knowledge of any. I read of it in the papers, occasionally, but, of course, I don't know how reliable that is. Some years ago they had some considerable controversy about other transfer companies trying to get that same arrangement.

Q. I am not asking about that. I am asking for your personal knowledge. A. No, sir, I do not.

Q. Do you belong to the Free Bridge Committee? A. No, sir, I do not.

Q. Aren't you taking a conspicuous part in that? A. No, sir; not at all.

Q. Do you know what the volume of freight coming in and going out of St. Louis is? A. No sir, I do not.

Q. Annually? A. No, sir.

Q. Do you know how much it has increased in the last five or six years? A. I haven't the data—no, sir. But the general volume is a great deal more.

Q. You know, Mr. Wulfing, that the Terminal Railroad Association endeavored to increase its terminal facilities down on the levee, near where you are doing business, some three or four years ago? A. You refer to the property they bought down there?

Q. I refer to the property, and I refer to the fact that an ordinance was introduced into the Municipal Assembly. A. Some people were of the opinion that that property was bought to hedge off another bridge going up there.

Q. I am asking if it is not true there was an ordinance introduced, and if you don't know, as a matter of public information, that an ordinance was introduced, just preceding the World's Fair, to increase the terminal facilities there? A. Yes, sir, such a one was introduced.

Q. Did you favor or oppose that ordinance? A. As a party interested in that part of town, I was rather in favor of it.

Q. Did you appear in advocacy of it? A. No, sir; I never did.

Q. Why were you in favor of it? A. We owned some property down there, and thought it would be an advantage to us, and also an advantage to the City at large, to increase those terminal facilities.

Q. Why an advantage to the City at large? A. The more terminal facilities we can get the better it will be. Of course, if they could be independent, it would be even more desirable; but even so, it would be desirable to have the terminal facilities.

Q. We will debate that question with you later on. Let us settle the facts first, and then we will take up theories. Then you think the City needed the terminal facilities asked

of the City at that time? And you know, as a citizen, don't you, that the terminals could not be increased in the manner proposed in that ordinance, without the sanction of the Municipal Assembly? A. I am not familiar with the ordinance now. It has been several years ago. I don't know what the terms of the ordinance were, and I could hardly answer that question, without knowing. It would be mere guess-work on my part to attempt to do so.

Q. Do you know where the Terminal Railroad Association's terminals are located? A. I know where some are located.

Q. Do you know where all of them are located? A. No, sir.

Q. Have you been over the terminals? A. That is rather a broad question. I have seen some of their terminals. I am familiar with the Mill Creek Valley terminals, more or less, but I am not so familiar with the northern terminals.

Q. Don't you know that the reason for whatever delay is occasioned in the handling of freight in and out of St. Louis, is for want of room, terminal room? A. I have always ascribed it partly to the fact that the Wiggins Ferry Company owned all the property in East St. Louis, so that no independent ferry lines could give us relief. If there were independent lines of ferries, a great part of the heavy freight would be hauled from East St. Louis. Now you have to go to the Terminal, or haul over the bridge, also a part of the Terminal Association; or get them hauled by car from East St. Louis, also a part of the Terminal Association; so there is no escaping them at all.

Q. But that still is not in response to my question. My question was, if you do not know that the delay in handling the freight, whatever delay there is, is occasioned by want of terminal room in St. Louis? A. And by the want of competition, possibly.

Q. I still insist upon your answering my question.

The Commissioner: He has answered it, hasn't he? His answer includes both.

A. If the Terminal Association would increase its facilities, I suppose there would be less delay.

Q. Then the delay, you think, is partly occasioned by want of facilities: facilities of what kind? A. Possibly more engines, more cars, or things of that kind. I don't know if it is permitted, but I would like to mention a little incident, to show the rather independent position that the Terminal Association has. For instance, all the other railroad companies that come to St. Louis are extremely courteous, and also very prompt—I want to modify that: I will say, give attention to freight claims, and adjust them rather promptly. I have never had a fair freight claim that was not settled by a railroad company, except the Terminal Railroad Association.

Some years ago—I don't know whether this is germane to the subject or not—but some years ago we delivered a shipment of hams to the Terminal Railroad Association, on June 6th, 1903. On June 28th they arrived at destination, a point over in Illinois; they were utterly spoiled. We made a claim for them— In the meantime it was found that the goods were delayed two or three weeks at the Terminal Railroad Association's depot in East St. Louis. Our claim was declined by Mr. Webster, who I think is the attorney for the Terminal Association, with the statement that if the goods had been promptly handled they would have been caught in the flood, on June 9th or 10th, as the flood was the act of God, it made no difference to us anyhow, as the flood was the act of God, and if the goods had been handled promptly they would have been caught in it. So the claim was declined.

Now, no road would do that that had any competition to

fear—even the Pennsylvania, or the Illinois Central would not dispose of a claim in that manner.

Q. Did you sue? A. No, sir. I offered to arbitrate. I offered to have Mr. Webster appoint any Freight Claim Agent to act as arbitrator, but the amount involved being only $14.00 or $15.00, of course I couldn't get any attorney competent to cope with the Terminal Railroad Association's attorneys.

Q. You didn't sue? And that claim remains unadjusted and you have made this statement here without giving the other side an opportunity to state their views? A. I think I have the letter from Mr. Webster stating their view.

Q. I have no doubt it would be quite as competent as a great deal of the testimony offered by the Government in this case. I have indulged you, because you seemed to want to talk, but it is far off from my question.

Do you know, or have you investigated to ascertain, whether during the past year a larger volume of freight than ever before has been passing through the City of St. Louis? A. You mean passing through without stopping here?

Q. Yes, sir, and entering into the City? A. Coming into the city, unquestionably. The city has grown a great deal during the last four or five years.

Q. Don't you know that the improvements made by the Terminal Railroad Association in 1902, 1903, 1904 and 1905, have enabled that Company to handle that freight with a great deal more dispatch than it had been hitherto? A. I don't know. I have an expense bill here (indicating) of a shipment that seems to have arrived in East St. Louis on Sept. 11th, and they gradually floated it over here by September 24th. It arrived here, and then three days afterwards it was unloaded, on September 27th. You can see that for yourself, if you want to look at that.

Q. Is this one of the free storage lots? A. This was, unfortunately, a lot we were in urgent need of, and we did

a great deal of telephoning about it. We did not have a choice of routing on that. This was routed by the American Tobacco Company.

Q. Where was this shipped from? A. From Durham, North Carolina, on September 5th, and, from the expense bill, I think it reached East St. Louis six days later. I think the re-billing there reads "September 11th."

Q. That came via the Illinois Central? A. I don't know. It came via the Durham & Southern Railroad. Here is the bill of lading (indicating).

Q. This is simply your expense bill? A. Yes, sir, that is the expense bill, but here is the bill of lading. It says here "9-11;" that was the time it was re-billed; and here it says, "Durham, 9/5."

Q. But this expense bill does not show when it was delivered to the Terminal Railroad Association, does it? A. It is usually supposed, where it says "9/11," that is the biling at East St. Louis, and that is supposed to show the date when it is delivered to the Terminal Association. I am not familiar with their custom. It may be that was the date when it was received at East St. Louis.

Q. Who was the re-billing to be done by? A. It would be re-billed by the Terminal Railroad Association. I understand that the billing goes only to East St. Louis, and then it is re-billed when the goods go to the Terminal Company.

Q. That re-billing is done by the Illinois Central, the original line carrying the freight to East St. Louis? A. I don't know. The re-billing is supposed to be done when the stuff arrives at East St. Louis, or about that time.

Q. So far as you know this shipment, the memorandum of which you have given here, may have laid in the warehouse of the Illinois Central Railroad Company for several days? A. The only thing that is evident on the expense bill is that it was unloaded on September 24th, and the notice to us is dated September 27th. There are three days

there that nobody but the Terminal Association can be responsible for. The Terminal Association's stamp is on the expense bill, unloaded September 24th, and delivered to us on the 27th.

Q. When did you get the notice of the unloading? A. It is dated there the 27th or the 28th.

Q. That is the day it was unloaded? A. Yes, sir, that is right, it was unloaded on the 27th.

Q. You got the notice from the Terminal Association on the very day it was unloaded? A. Possibly the next day. If you look at the expense bill, it is dated September 24th, and unloaded September 27th. There are three days between the dates, when the expense bill is made out at St. Louis, and when it was unloaded.

Q. I don't believe you understand any more about this item of expense than I do. A. That wouldn't be saying much, would it?

Q. No. From whom did you receive that memorandum which you have handed me? A. I think our cashier handed it to me, or the shipping clerk. You will note this is dated "St. Louis, September 24th," and it then says "Unloaded September 27th." Now, as I said before, I don't know much about where it says, "September 11th," but I took that to be the time it arrived at East St. Louis. I don't know what else it could be except the date it was rebilled here. But this date September 24th is plain, and September 27th shows when it was unloaded.

Q. Would this bill be made out, in the ordinary course of business, before the freight was unloaded? A. Yes—Well, I don't know. Please repeat that question.

Q. I say, would that bill be dated before the freight was unloaded? A. That I do not know.

Q. This bears the date of the re-billing, don't it? A. That date is the date the expense bill was made out at St. Louis; and that date below there is the record of it over at

East St. Louis. Isn't there some railroad man here who can give us exact information?

Q. You are predicating your criticism upon this memorandum, and I want to see how much you know about this memorandum. A. All I know is that it was dated "St. Louis, September 24th."

Q. Do you know whether that date refers to the date when the shipment arrived at East St. Louis, or whether it refers to the date when it arrived in St. Louis? A. That September 24th, it is self-evident, is dated in St. Louis, when that was made.

Q. Do you know whether that was made in St. Louis by the Terminal Railroad Association, or made at the time in East St. Louis? A. It is dated St. Louis, and not East St. Louis. The expense bill was made out in East St. Louis, or rather it is dated East St. Louis, and this (indicating) is dated St. Louis.

Q. I find up here, in the right-hand corner, the words "Freight notice," printed in large type, but erased; and over that is written "Consignee's ticket": what does that mean? A. I don't know. I haven't any idea. It is put there by the railroad company. There are a great many things on there, probably, that are not known to us. You will find a lot of numbers on there, "Pro Number," for instance.

Q. What does "Pro Number" mean? A. I don't know exactly. That is a detail of the railroad business I am not familiar with.

Q. And what do the figures following the words "yard," underenath, mean? A. That is the yard where the goods were delivered.

Q. What yard is that? A. (After examining paper) That is written so it is not legible.

Q. What does that indicate, if it were legible? A. The Terminal Railroad Association has various yards. They

have the so-called Twelfth Street yards, and they have the Carr Street yards, and various yards, at which delivery is made according to request.

Q. And the yard at which delivery is made would be indicated opposite that printed word "yard": is that it? A. Of course, I haven't paid much attention to that. It is the drayman who knows where the various yards are.

Q. Where did you receive these goods from the Terminal Railroad Association? A. I don't know.

Q. All that you know about this particular shipment is that this memorandum was given to you by the cashier of your Company? A. Yes, sir, and that I have been endeavoring to get hold of that shipment for a few days, because it had been out from September 5th to September 26th or 27th.

Q. When did you receive it from the Terminal Association? A. I think it was last Saturday, the 29th.

Q. Did you bring your notice? Was this paper the notice which you received of the arrival of the shipment? A. No, sir, I think not. I think they get a notice, and then the driver takes the notice out to the station, and in exchange gets this paid expense bill. A freight notice is a different thing.

Q. I find stamped in red ink, about the middle of this paper, "Sept. 28, 1906": what does that indicate? A. I presume that is the date on which the goods were called for.

Q. They were called for on the 28th of September? A. I presume so.

Q. That is a day earlier than the date you stated you received them? A. The 28th or the 29th. (After examining paper.) That is some private memorandum of the yard clerk out there, I presume.

Q. How large a package was this? A. Eight boxes of

Durham smoking tobacco, I think about twenty-five pounds net to the case—three or four hundred pounds.

Q. Have you any other claim of this character? A. Yes, sir, we get these every few days.

Q. Why did you bring this one in your pocket? A. It was particularly fresh in my mind. It just came in, you see, last Friday or Saturday, and I thought it might interest the gentlemen.

Q. Had you been requested to bring it? A. No, sir.

Q. And is this the only one you have at hand, of this character? A. All I have here, yes, sir.

Q. What volume of business do you do in and out of St. Louis, annually? A. I don't know that we have ever added it up. I haven't any idea.

Q. How many cars a year, or a month? A. It varies very much. Last month we probably—or in August, when the sugar business is very large, we handled probably from twenty to twenty-five cars.

Q. Last month? A. In August.

Q. How many cars do you handle annually? A. That is very hard to tell. I wouldn't guess. I should say five or six cars a week.

Q. What is the total of your sales annually, out in the country, from St. Louis? A. I don't know. I couldn't tell you.

Q Approximately? A. I wouldn't have the slightest idea. The nearest guess I could make would be about five cars a week.

Q. You make returns for your merchant's license, don't you? You make it upon your annual sales? A. In dollars, not pounds.

Q. How many dollars—what is the volume of your sales, in dollars? A. Well, now, that is something that Mr. Gilderhouse attends to.

Q. How recently did you make that return? A. I did not make the return.

Q. You know of its being made? A. Yes, sir.

Q. How recently have you made the return? A. Some time in July.

Q. What return did you make, on your merchant's license? A. Really, I cannot say—I should think it was somewhere in the neighborhood of $500,000.

Q. Is that the total amount of your sales during that fiscal year? A. With the exception of a certain allowance, or possibly goods that were returned.

Q. I mean, is that the total amount now of your sales made during that year? A. I should think so, yes.

Q. As shown by the books of your company? A. Yes, sir. As I said before, I am not thoroughly familiar with it.

Q. You were not as hesitating when you were criticising the Terminal Railroad Association; you were more free in calling upon your memory? A. Yes, sir, but that was partly due to the fact that I was prepared as to what—or I had an idea what testimony was expected, what the subject was about. I knew what the subject was.

Q. That is a more difficult subject to cover, a period of several years in your dealings with the Terminal Railroad Association, that one single transaction made last July, and you didn't have to do with the handling of these freight transactions, either; you got that from your clerk, or manager, etc., didn't you? A. No, sir, I— All the shipments that come in I am more or less familiar with, because I keep the foreign invoice ledger; I attend to that myself. All the invoices that come in pass through my hands, so I can usually tell you how promptly or how slowly the shipments arrive.

Q. What amount of goods did you receive, or invoice, during the past year—What amount of goods did you re-

ceive in dollars, in value? A. I should think about $450,000 worth.

Q. So last year you sold $50,000 worth more goods than you received? A. No, sir, I suppose that difference would be accounted for by the gross profit, and other items.

Q. You say you received $500,000 of goods? A. I said $450,000.

Q. And you sold $500,000 worth of goods? A. Yes, sir.

Q. How much did you receive year before last? A. The year before last, I think it was slightly more, but the difference was not very great.

Q. How many did you sell the year before last? A. About the same.

Q. And how many the year before that? A. I think that was about the same also.

Q. So your business, in the past three years, has neither increased nor decreased? A. It has decreased in some parts, and increased in others.

Q. Your returns as a merchant to the taxing department of the City are the same for each of the three years? A. Approximately. There may be a difference of five or ten per cent. I don't remember that now.

Q. How about the year before that, 1903? A. I really don't recall that now. I could get you the information, if you desire it, but I cannot recall that now, off-hand.

Q. You are not able to compete with points east of the Mississippi River, with the merchants of Chicago, are you, because of the slowness of the delivery of your goods from St. Louis? A. It makes competition difficult in some territories, not so with Chicago, as with some of the smaller towns.

Q. If Chicago can receive orders from a point fifty miles over in Illinois, and deliver the freight the next day or the day afterwards, at the same price and at the same freight

rates as goods from St. Louis, and orders from St. Louis are detained some ten to fifteen days, it would not be possible for a merchant in St. Louis to compete with Chicago, would it? A. We have had a great deal of complaint since we have been compelled to quit delivering goods at East St. Louis. We have had a great deal of complaint, not from Chicago but towns like Centralia, and Springfield, Ill., and a great many of these towns where formerly when we were in a position to bring the goods to East St. Louis they would go out the following morning and reach their destination within two days, whereas now we have numerous complaints that the goods do not arrive in seven, or eight, or ten days.

Q. So you lose customers, and cannot extend your business in Illinois, and that is the reason your business has not increased in volume during the last two or three years? A. I cannot say that is the reason.

Q. Why hasn't your business increased? The whole country has been more prosperous in the last two or three years, the city of St. Louis has grown immensely, and traffic has grown two, three and four-fold; why haven't you increased your business in the last three or four years? A. Conditions have changed. There are a great many more jobbing towns now. People that were formerly customers, and bought goods at wholesale in St. Louis, are now jobbers. The country is settling up now. In southern Illinois, fifty or sixty miles from St. Louis, there are four or five wholesale grocery establishments started within the last year or two.

Q. Where is the great volume of your sales? Where do you do the largest business? A. In Missouri.

Q. What part of Missouri? A. The southern part, south of the Missouri River.

Q. Do you do any business in Arkansas, or Kansas? A. Not Kansas. In Arkansas we do some.

Q. Any other States in the Southwest? A. No, sir, only Arkansas, Missouri and Illinois.

Q. So the great bulk of your shipments do not pass east of the Mississippi River? A. Only in-bound, not out-bound.

Q. Your out-bound shipments nearly all go to the Southwest, and do not cross the Mississippi River? A. I should say about two-thirds. I think one-third or one-fourth would go over to Illinois.

Q. So one-third, or one-fourth of your business is over in Illinois? A. I should say so, off-hand.

Q. Do the Chicago grocery houses sell in the same territory in Illinois that you do? A. Not as a regular thing. Maybe a few special orders, come in there from Chicago.

Q. You sell in the back-woods, and to the poorest merchants over there? A. Yes, sir.

Q. And give Chicago the fat of the trade? A. Oh, no, sir; it is the territory, and not the quality of the merchants in the towns. It is the territory, say south of Decatur.

F. P. CRUNDEN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. Please state your name, residence, and occupation? A. F. P. Crunden; St. Louis; President of the Crunden-Martin Woodenware Company.

Q. Where is your place of business? A. On Second and Gratiot Street.

Q. You ship your class of goods in and out of St. Louis, across the Mississippi River? A. I might say, to facilitate matters, that we ship nearly altogether in car-loads, both in and out, and our business is principally with the wholesale merchants rather than the retail.

Q. Your goods are bulky? A. Yes, sir.

Q. Are you familiar with the conditions with reference to less than car-load lots, in the past several years, with shipments across the river here? A. We have very little local business.

Q. You are not familiar with that? A. Like any other merchant, I am familiar with it.

Q. Do you know what the method had been of getting goods across the river, in less than car-load lots? A. We have delivered them either to the Terminal Railroad Association or the St. Louis Transfer Company.

Q. You haven't any teams of your own which you use for that service? A. We have our own teams, and have quite a good many of them, but have never found it profitable to haul to East St. Louis, because we do not care to haul anything back, and a single trip over there would not pay.

Q. What is the reason that any goods you did haul to East St. Louis were hauled over there? A. We never hauled any goods to East St. Louis.

Q. Have you hauled goods from there? A. On one or two occasions we have hauled several car-loads from East St. Louis. But it was at a time of congestion over there, which I understood at the time, and it was liable, I think, to occur with any railroad or any terminal company. We did the best we could, and sent our teams over, and regardless of expense got the goods over, in order to take care of our trade.

Q. Are your car-load lots handled on trains or ferry-boats, mostly? A. Our goods now come by the Wiggins Ferry, and are delivered to the Iron Mountain, and are unloaded on the Iron Mountain Switch, and so they are handled direct.

Q. They do not come over the bridge at all? A. No, sir; not at all.

CROSS-EXAMINATION, BY MR. LEHMANN.

Q. How long have you been engaged in your business as a dealer in woodware? A. About twenty-two or twenty-three years.

Q. And how long has your present company been in business? A. About fifteen years.

Q. You are located down on what might be called the levee, in a general way? A. Yes, sir, we run from Main to Second, and Cedar to Gratiot.

Q. How long have you been down there? A. We moved there about a year ago.

Q. That gives you the facilities of the ferry more directly? A. Yes, sir.

Q. Can you, in a general way, approximate the volume of your business, when you started in the wooden-ware business, fifteen years ago? A. We did about $300,000 or $400,000 a year.

Q. In an approximate way, what do you do now? A $3,000,000 or $4,000,000.

Q. There has been a steady growth in your business during those fifteen years? A. Yes, sir.

Q. You spoke of congestion occurring sometimes over in the yards in East St. Louis, due to the fact that the terminals were contracted, and there was a great influx of freight at one time? A. Yes, sir, that was it.

Q. And that would be especially true, when there were any disturbances of the elements, floods, and so on? A. I think this was an exceptional rush of freight.

Q. In your judgment, ought there be an extension and an enlargement of the terminal facilities here in this community, St. Louis and East St. Louis? A. Well, really, it is a question in my mind whether they ought to be extended in St. Louis and East St. Louis.

Q. I say, as a whole? A. They should be extended, very decidedly, one place or the other.

Q. I am taking the two as one industrial community. A. Yes, sir, I think they should be.

Q. The volume of your business has increased, if I bear correctly in mind what you have stated, about one thousand per cent.—about ten times? A. Yes, sir.

Q. From so many hundred thousand dollars to as many millions? A. Yes, sir.

Q. And taking your observation, as a resident here, and as a man who is engaged in business, and familiar with that business, hasn't there been a very general increase in the volume of all kinds of business? A. Undoubtedly, yes.

Q. And there has not been a corresponding extension of terminal room—meaning now ground room? A. No, sir, I don't think so.

Q. You are familiar with the situation, in a general way? A. Yes, sir.

Q. The majority of the railroads and the terminals are in what is known as the Mill Creek Valley? A. Yes, sir.

Q. And that valley is closely restricted on each side, north and south, isn't it, by property which is built up? A. Yes, sir.

Q. Will you be so good as to give a general description of the Mill Creek Valley, what you mean by that? Locate it, and so on. A. The Mill Creek Valley, as I understand it, runs from Poplar Street over to about Papin Street, possibly four or five blocks. And it runs from, say, Seventh Street, out to, oh, say Twenty-first Street, or something like that, and then it begins to widen.

Q. It was, apparently, originally the bed of a little stream? A. Yes, sir, I used to play baseball there.

Q. And, strictly speaking, it would really extend east of Seventh Street to the river, wouldn't it? A. I don't remember that it ever did.

Q. The valley itself? A. Possibly so, but I don't remember that.

Q. But east of Seventh Street it is not occupied by railroads, as it is west of Seventh Street? A. No, sir.

Q. In fact, there is but a single track east of Seventh Street, and that is known as the Poplar Street track? A. Yes, sir..

Q. Now, Mr. Crunden, the property upon each side of the Mill Creek Valley is quite expensive property, isn't it? A. Yes, sir, I think so.

Q. Of course, not the most expensive, but you are entirely familiar with the south side of the Mill Creek Valley—you used to live over there? A. Yes, sir.

Q. And the railroads themselves, or the Terminal Railroad Association, have encroached right upon the factories and breweries, and other industries on the south side of the valley? A. Yes, sir.

Q. And they have encroached right on the factories and industries on the north side of the valley? A. Yes, sir.

Q. And you would have to remove a great many of the industries, both on the north and the south side of the valley, in order to get more room in there for railroad tracks?

A. I don't know that you would have to remove so many, but you would have to pay an exorbitant price. There is some property, I believe—I know there is an old row of houses on Poplar Street, where I used to live, that they want five hundred to a thousand dollars a foot for.

Q. That is a front foot? A. Yes, sir, and it is very shallow.

FESTUS J. WADE, a witness of lawful age, being produced, sworn and examined, testified in behalf of complainant as folows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence and occupation. A. Festus J. Wade; St. Louis, Mo.

Q. You are president of the Mercantile Trust Company of this city? A. Yes, sir.

Q. I will get you to state if you remember a recent sale, two or three years ago, of what is known as the Wiggins Ferry property in St. Louis and East St. Louis? A. Yes, sir.

Q. Were you interested in any manner in the sale of that property? A. Yes, sir. The company of which I am president was employed to buy the stock.

Q. Who employed you to buy that stock? A. The Chicago, Rock Island & Pacific Railroad Co.

Q. What official of that company gave you that employment? A. It was practically the Executive Committee. I think it was signed by the president.

Q. You had had communications with the company before the action of the Executive Committee, had you? A. Yes, sir, but not with the Company. I had all my negotiations directly with the Executive Committee.

Q. Please state the circumstances, how you came to be in communication with the Executive Committee for the purchase of that stock? A. Negotiations were opened up by some of the gentlemen interested in the Rock Island Railroad.

Q. Where were they located? A. New York. These negotiations were opened with Mr. John Scullin, President of the Wiggins Ferry Company, at that time, and they arrived at a point where they concluded they would be willing to buy the stock; and Mr. Scullin arrived at the point where he concluded he would sell his own stock, and recommend to the stockholders to sell their stock. It then required some one to act as the purchasing agent for them, and they employed us, at Mr. Scullin's suggestion.

Q. How long prior to the sale was the communication entered into between Mr. Scullin and the Rock Island officials? A. I have no knowledge of that whatever.

Q. How much of that stock did you purchase? A. We purchased, as near as I can remember, six thousand shares.

Q. Of the total ten thousand? A. Yes, sir.

Q. Were they all delivered to you? A. No, sir.

Q. Why? A. The Mississippi Valley Trust Company, representing some one—I don't know whom it represented—bid more for the stock than we were bidding at times, and received some of the stock that was contracted to be sold to us; probably as much as five or six hundred, or maybe a thousand shares.

Q. Do ou know how much of the stock that you bought was delivered to you? A. I don't remember now. That is three or four years ago.

Q. Have you the data in your office? A. Yes, sir.

Q. Can you look it up and furnish that information? A. Yes, sir.

Q. Do you know what was the average price you paid per share for what was delivered? A. No, sir, I do not. I don't remember those details. But that is all accessible.

Q. You can get those details, can you? A. Yes, sir.

Q. Who furnished the money that was paid for the stock you bought? A. The Chicago, Rock Island & Pacific Railroad Co.

Q. That was paid to your company here in St. Louis? A. Yes, sir.

Q. By what official of the Rock Island was it paid? A. I don't know who paid the money. The bulk of it was paid to our bankers in New York.

Q. It was paid in New York? I understood you to say it was paid in St. Louis? A. It was paid to their bankers in New York, and their bankers transferred it to us in St. Louis.

Q. By draft? A. I don't know; but I presume it was transfered by telegraph. In fact, it must have been trans-

fered by telegraph. They fixed up their own credits; that we were not concerned with.

Q. As I understand it, then, no Rock Island official in this city had charge of this matter? A. No, sir, there was no Rock Island official in the city at the time, that I remember.

Q. Do you remember the names of the Executive Committee that you dealt with? A. Yes, sir.

Q. Please state them. A. W. H. and J. H. Moore; W. B. Leeds; D. G. Reid; I think those are all the members of the Committee.

Q. You had conferences with the Committee, did you? A. Two.

Q. Where? A. At No. 71 Broadway, New York.

Q. Did those conferences take place prior or subsequent to the purchase of the stock? A. Prior.

Q. How long prior? A. Well, there was one conference about the 26th of April, in the afternoon, that lasted about an hour and a half; and the next one was the following day, when the Mercantile Trust Company was employed to buy the stock.

Q. How long after that employment was it before you proceeded to purchase the stock? A. Immediately—that is, within thirty-six hours. Just the time necessary to get back to St. Louis.

Q. When was the matter consummated, the purchase, so far as you were able to purchase? A. Well, we were given orders to cease operations, about the 5th or 6th of May, I should say.

Q. Do you remember the year these transactions occurred? A. I think it was 1902, but I am not sure.

Q. Was the stock that you purchased delivered to your company? A. Yes, sir.

Q. To whom did you deliver it? A. I delivered it to

some of the officials of the Chicago, Rock Island & Pacific Railroad Company.

Q. What official? A. I dont' remember. We rendered an accounting, of course, and turned over our certificates.

Q. Was the delivery made in St. Louis or elsewhere? A. I think the delivery was made in St. Louis; I am almost sure it was.

Q. Have you any data or memoranda that will enable you to refresh your memory, and state to what person or persons you delivered that stock, actually? A. I don't know that I have. The record would show that we have delivered it, and possibly we might have a receipt for it.

Q. Have you any independent recollection of the Rock Island officials who came here, after the contest for control was over? A. Yes, sir, during the controversy the matter was immediately in charge of Mr. Robert L. Mather.

Q. And who was he? A. He is the present president of the Chicago, Rock Island & Pacific.

Q. What position did he occupy at that time? A. He was then the General Counsel of the Company, I believe.

Q. Where did he live? A. He resided at that time in Chicago, but had his office between Chicago and New York.

Q. Where does he reside now? A. I presume his residence is still in Chicago, but he spends most of his time in New York.

Q. Did any other officials of the Rock Island come here? A. Yes, sir, Mr. A. M. Low, who was also one of the attorneys.

Q. Of Topeka, Kansas? A. Yes, sir.

Q. Any other official or representative of the road? A. Yes, sir, Mr. W. F. Evans.

Q. That is the attorney here in St. Louis? A. Yes, sir.

Q. Any one else? A. That is all I can remember coming here at that time.

Q. Did Mr. Mather remain here until the matter was finally closed up? A. I don't remember exactly whether he did or not. He was here for quite a time.

Q. Have you any recollection as to whom you rendered the account showing your operations? A. No, sir, that was a detail I would not attend to, and I did not charge my memory with it.

Q. Would your records at the Trust Company show those facts? A. Oh, yes.

Q. Will you produce those? A. Yes, if you will give me an idea what you want.

Q. I will do that. Was the amount of money your Company advanced for this stock, all immediately repaid to the company? A. We did not advance any money. The money was deposited with us before we made any payments.

Q. You had the money before you began to purchase? A. We always had more money on hand than we had purchases outstanding.

Q. In this deal? A. Yes, in this deal.

Q. You had some money to return, them? A. Yes, sir.

Q. Are you familiar with the subsequent events that led up to the two interests that were contending for the control of the Wiggins Ferry Company at that time? A. No, sir, I know nothing about them.

Q. You have no knowledge of those details? A. None whatever.

CROSS-EXAMINATION, BY MR. F. W. LEHMANN.

Q. I understood you to say that the money for this purpose was transferred to you by telegraph? A. Well, it occurred about this way: When the controversy arose—

before the controversy arose—we were entering into contracts for the purchase of the stock. We delivered it, if I remember rightly, on the 5th of May. When the controversy arose, and the Mississippi Valley Trust Company increased the bid we were making, and on which we were buying the stock, of course I notified our principals of that fact, and they ordered me to take up all the stock we had under contract.

Q. I was inquiring into the transfer of the money. A. I am going to explain that to you. I then told them we would have to have two million dollars, I think it was, to start with. They had the First National Bank of New York to say that they had that to our credit. We wired them: "Tell the First National Bank to pay that to our credit in St. Louis;" that we couldn't use New York funds.

Q. What I want to get at is, through what company was that telegram sent, the Western Union, or the Postal? A. I could tell you that if I saw the telegram.

Q. And was it a day or a night message? A. I could tell you that if I knew the hour.

Q. I understood you to say there was money left after the transaction was closed? A. That is my recollection.

Q. And do I understand you to say you let go of that, turned that back? A. Unfortunately, yes.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Was that money deposited in a bank in St. Louis to your credit? A. Yes, sir.

Q. What bank? A. The Third National, I am almost sure.

Q. Your records will disclose that? A. Yes, sir.

Q. I believe you stated, in answer to my question, that you did not remember the average sum paid for the shares delivered to you? A. No, sir, I did not.

Q. I will get you to state if you know whether or not

any other company than the Rock Island was interested in the purchase of that stock, or interested with the Rock Island in the purchase of that stock? A. Not so far as I know.

Q. If there was, you have no knowledge of it? A. None whatever.

JOSEPH RAMSAY, JR.

CROSS-EXAMINATION, BY MR. H. S. PRIEST.

Q. Do you know Mr. Robert Moore. A. I do.

Q. Who is he? A. Robert Moore is a very prominent citizen of St. Louis, a noted railroad and expert engineer, and a man of high character, generally. He lives in St. Louis.

Q. Do you know Mr. Albert Perkins? A. I do.

Q. Who is he? A. Mr. Perkins is a railroad man, and was connected for a number of years with the Burlington road as Superitendent, and in different positions, and is now connected with the Terminal Commission, I believe it is called, as their Railroad expert—he and Mr. Moore.

Q. That is the Commission appointed pursuant to an ordinance of the City of St. Louis? A. I believe so.

Q. Have you seen the preliminary report made by them as the experts employed by the Railroad Commission, appointed as you have indicated? A. Yes, sir, I have. I have read it very carefully. Mr. Moore sent me a copy of it.

Q. I observe first in that report that it is stated that the freight tonnage received and forwarded at St. Louis and East St. Louis, has practically doubled in the past seven years? A. That is, the seven years preceding 1905.

Q. To your knowledge, are you able to state whether that is approximately correct or not? A. I think it is absoltuely correct. The growth of the traffic across the river

here, and in and out of St. Louis east and west, since 1893, since my first connection with the Terminal Company, has been enormous.

Q. I observe secondly this statement made in that report:

"While the best possible facilities for freight traffic should be provided for the various sections for the corporate area of St. Louis, that area is limited; and the two sides of the river are so inter-dependent as to form in fact a single traffic and manufacturing district; a district covering a radius of twenty miles from the St. Louis Court House, of which St. Louis is the business heart and head."

What have you to say about that sentiment which is expressed in that report? Is it true or not, in your opinion?

A. I think it covers the situation admirably. In fact the whole report of the Messrs. Moore and Perkins is as complete a statement and as admirable a lay-out of what is required here in St. Louis, as could be prepared by any one. It is fair to all parties. The suggestions are worthy of very serious consideration.

Q. They are men eminently competent to investigate, and with experienced judgment to determine after investigation, the needs of the railroad situation, such as confronts the business interests of St. Louis, are they? A. In my opinion they have shown that by their report. They are capable, experienced men, and their report is a broad one.

Q. I haven't that report now, I believe, in a form to introduce it at this point, Mr. Ramsay. I think it was published in only one of the St. Louis papers, the "Republic"— A. Pardon me, but they have printed a pamphlet, which is now out, with maps, illustrations, and so on.

Q. I will call your attention to some prominent features of the report, and ask your opinion as to the truth of them: I find this sentiment expressed in the report, to which I will ask your attention:

"As under Government control the full action of Railroad Companies is becoming more and more limited to the manufacture and sale of transportation, as the room in the large cities for the manufacture of railroad properties becomes more and more limited and costly, and as the total cost, direct and incidental, of transportation and commodities from the point of production to the point of destination, it is desirable that friction in handling terminal work, and duplication in any one section, should be reduced to the minimum.

"On the other hand, efforts should be directed to secure facilities in those portions of the city where the commercial and manufacturing interests center, where our people may deal with all the railroads, in the least burdensome and most economical manner."

Mr. Ramsay, what have you to say about that sentiment? Does it agree with your opinion, as an experienced railroad man, and one familiar with the situation in St. Louis? A. I endorse that very heartily, and think that every railroad man will.

Q. To that they have added the following:

What have you to say in respect of that sentiment? A. I think that is all right, and correct, as a general enunciation of the proposition.

Q. Mr. Ramsay, the St. Louis Terminal Association does not do a business directly for profit, does it? A. No, sir, not in a sense that it endeavors to make a profit for the purpose of paying dividends on stocks, and so on.

Q. It is simply the agent of all of the railroads that enter into St. Louis. Is that true? A. That is correct, in general principles.

Q. And it acts for and represents, as a terminal, each one of the railroads that enter into St. Louis? A. It acts for all of them, and handles the traffic of all of them.

Q. You have noticed the suggestions made with respect

to the character of improvements to be made in the terminals in St. Louis, and the reason why those improvements should be made, as set forth in the report to which you have adverted? A. I have read the whole report carefully.

Q. And you think it is a clear, impartial and just and candid exposition of the situation here in St. Louis, and with respect to the terminal situation here in St. Louis? A. I think so, yes; and of the business requirements of the city.

Q. You were a Director of the Terminal Railroad Association at the time there was an effort made to extend the terminal facilities of the Association on the Levee, were you not? A. You mean prior to the Exposition, when an ordinance was sought for what was called "the Loop," and other improvements?

Q. Yes. A. I was.

Q. You are familiar to a certain extent with the improvements proposed to be made at that time? A. Yes, sir, I was familiar with all the plans proposed.

Q. Will you indicate the territory in which those improvements were to be located, and the extent of them, as contemplated by the ordinance submitted to the Municipal Assembly of the City of St. Louis? A. The principal portion of those plans proposed at that time—

Mr. Crow: Q. What year was that? A. 1902 and 1903, preparatory to the World's Fair. The ordinance I think was finally killed in the early part of 1904, after the World's Fair opened, is my recollection of it. The principal element of those improvements at that time was what was called "The Loop," a track proposed to leave the west end of the Eads Bridge, just at the mouth of the tunnel, on the south side, and curving around to the southward, connecting down through the property between the Levee and Second Street— I think they took some Second Street

property, but I am not sure about that—but certainly between First and Second Streets; running on a descending grade until it became parallel with the Merchants' Bridge tracks, as now constructed, and running parallel with those tracks in Mill Creek Valley to Union Station, making four tracks from Poplar Street to the Union Station connection, and bringing all passenger business on that new line down and around into the station, avoiding the tunnel.

Then it contemplated very extensive improvements and additions to the team tracks, yard tracks, and tunnel properties west of the Union Station, requiring the railroads to lay tracks on Atlantic Avenue, and other Avenues there, clear on out practically to beyond the Grand Avenue Bridge, is my recollection. It ran clear out to the main track of the Missouri Pacific and Frisco Railroads, out to Grand Avenue, up the Mill Creek Valley.

Of course the plan contemplated the revision of the Union Station tracks, so as to make double their former capacity. Fortunately, that could be done without any new ordinance, and that work was done.

But the other work could not be done—although there was some eight hundred thousand dollars worth of property bought by the Terminal Railroad Association, which it still holds.

Q. It has been suggested, I believe, by a witness this morning, that that purchase was not made in good faith, for the purpose of extending the facilities of the Terminal Railroad Association, but for the purpose of holding out a competitor? A. That idea was not ever thought of for a moment, and it would not have kept out a competitor, because it certainly did not block First or Second Street, or any of the tunnels. Any other railroad could have passed over, under or through the streets. That idea was never

thought of by any of the Terminal Railroad Association Directors.

Q. The property was bought in good faith, for extending the facilities? A. The object for that purchase was for that purpose and that purpose alone.

Q. If that ordinance had been passed by the Municipal Assembly, and that work constructed, wouldn't it practically have doubled the carrying capacity of the two bridges? A. Not in my opinion. I always opposed the plan—to be frank with you. In my opinion it would not improve the capacity of the Eads Bridge, except for passenger trains. And I think it was not a misfortune to either the Terminal Railroad Association, or to the City, that that plan fell through.

What should be done, is to build a third bridge, as proposed in the plan of Messrs. Moore and Perkins, opposite Poplar Street, and which I suggested at that time. But it would have largely increased the carrying capacity of the lines, for passenger purposes; and also the capacity for freight in the Mill Creek Valley, by furnishing additional yards, team-tracks, warehouse facilities, and so on, which would not have been furnished on that account.

Q. And which could not be furnished without the ordinance? A. Not without a proper ordinance. The St. Louis Terminal Railroad Association owns large tracts of land on both sides, and cannot get the right to lay the tracks, where it owns the property, the abutting property on both sides. They spent several million dollars in purchasing properties at that time. Their good faith was evidenced by their having made contracts, and they had the steel delivered for the work, for all that elevated work, down to Poplar Street. They had to get rid of that afterwards.

Q. Isn't it a fact that obstructions, both legislative and by legal proceedings, against the St. Louis Terminal Railroad Association, have retarded the development of the ter-

minal facilities in the City of St. Louis? A. Very seriously. It would be absolutely impossible, practically, for the St. Louis Terminal Railroad Association to raise additional money to-day for terminal properties, and so on, and to get other people to put money in, as long as the thing is in the condition it is, as to their rights to do business.

Q. Isn't it true that about the time—I speak, of course, with respect to the period during which you were connected with the Terminal Railroad Association as a director—isn't it true that about the time you were making preparations to borrow large sums of money to extend the terminal facilities here, that through the instigation of some one, or perhaps of his own motion, Mr. Crow, then Attorney General of the State of Missouri, instituted a quo warranto proceeding against the Terminal Railroad Association for the purpose of forfeiting its charter? A. All I know is that such proceedings were instituted.

Q. Didn't that retard you in getting financial aid? A. It certainly made it extremely difficult, and if it had not been for the railroads themselves furnishing aid at that time, I doubt if the facilities for the World's Fair would have been completed in time.

Q. Afterwards, that proceeding resulted adversely to the contention of the Attorney General, in the Supreme Court? A. I am not sure about that. In the Missouri State Court, it did.

Q. After the proceeding was decided adversely by the Supreme Court of Missouri, they then asked a hearing before the Secretary of War, and tried to induce him to forfeit the charter of the Merchants' Bridge? A. I know of such proceedings.

Q. And all those proceedings embarrassed the Terminal Railroad Association, in its plan to develop this property? A. Of course, all those proceedings caused very serious

questions in the minds of those who were to advance the money.

Q. You made some suggestion as to a bridge at the foot of Poplar Street: you had formed an opinion, you say, that that bridge would have been more of a relief than the making of the loop, which you have described, as proposed by the Ordinance. Is it your idea that that bridge should be an independent bridge, or a bridge coupled with the ownership of the Terminal Railroad Association? A. An independent bridge would be worthless for any railroad purposes, without proper connection with all the terminals on both sides of the river.

I certainly agree with Messrs. Moore and Perkins in the statement that one terminal by itself, a terminal operated by one management, practically, and in the interests of all the railroads, is better for the city of St. Louis, better for the railroad companies, and better for the development and handling of their traffic, than a half dozen independent operations, one covering one portion of the town, and another covering another portion of the town, and so on; requiring a duplication of switching and a duplication of charges.

In my opinion, as a railroad man, and without the slightest interest, personally, officially, or otherwise, to-day, in St. Louis terminals, that is the best sort of terminal facilities for the City of St. Louis, open to all, under one general management, with proper charges, and plenty of facilities for the handling of the traffic promptly and rapidly.

St. Louis is and will be the greatest gate-way between the East and the West, and all it requires is proper terminal facilities.

Q. It will not, however, if all these improvements you think so beneficial, are opposed at every point by parties who have no interest in the City, or its development, would it?

Judge Krum: You mean the Congress of the United States?

Mr. Crow: You mean myself? A. Of course, opposition to any matter is harmful to that project, and harmful to the development of traffic, and so on.

I became connected with the terminals and with the railroads entering St. Louis, at the very inauguration of the St. Louis Terminal Railroad Association, January 1st, 1890— The company was really organized, I believe, in December, 1889, or about that time; and I know from my own direct connection with it, and I think I had considerable to do with the matter from that time on, that the sole objects of the railroads interested was to furnish terminal facilities for themselves and all the lines in St. Louis, that would develop, aid and foster their traffic in and around St. Louis; and they could only secure traffic here by treating it properly, furnishing it proper facilities, and by encouraging the movement of traffic through St. Louis from the East and West.

Q. And you think the proper location for the third bridge would be as proposed by the experts under the Municipal Commission? A. For a railroad third bridge, yes, for this reason: It is a direct open-air passage by the Terminal Railroad Association to the Union Station, from all the railroads coming in from the east and south of East St. Louis. The northern lines, like the Wabash, Big Four, Chicago & Alton, Burlington & Frisco, can come, and do come in over the Merchants' Bridge by direct line from Granite City right here into the station, but the Vandalia, and the other roads from the south and east, now have to make a big detour down to the Merchants' Bridge, and over the elevated, to avoid the tunnel. With a bridge here (indicating on map) it furnishes a direct line, cutting off some six or seven miles of a round-about loop, prevents a congestion on the Merchants' elevated tracks, and would

leave the tunnel and Eads Bridge open entirely for freight traffic during every moment of the twenty-four hours, while now it is shut out every morning and evening, by reason of the fact that the passenger traffic from these roads, from six-thirty to nine o'clock, completely occupies those tracks, to the complete exclusion of the freight traffic.

Q. You state that, notwithstanding this ordinance which proposed the improvement of the Loop, and the extension of the yards along the Mill Creek Valley, was not granted, a great many improvements were made after that. Describe in a general way, the amount of those improvements that were made? A. You mean in dollars and cents, or the improvements?

Q. The character of the improvements, and their location. A. You are referring now solely to the Terminal Railroad Association, and not the Merchants' Terminal, or the others?

Q. Yes. A. Well, the Terminal Railroad Association, of course, at East St. Louis, was on their own property, where they were not hampered by requiring an Ordinance, and so on, and they largely increased their facilities there, in fact, doubled them by additions to their general yards, revising them, and putting in increased facilities for switching and handling the business properly and promptly, and with additional connections. They built an East-side Belt around the City of East St. Louis, connecting all the railroads with the Terminal properties.

In Mill Creek Valley, the additions and tracks that they put in there—well, in fact, they covered all the property they could with additional tracks, and a revision of their old tracks, without an ordinance. They did all they could.

Q. They constructed sub-ways, too, didn't they? A. Oh, yes, the sub-ways at the Union Station. That doubled the capacity for handling baggage and all that.

Q. What did those sub-ways cost? A. Nearly one mil-

lion dollars. The total improvements and the amounts they expended during the year preceding the World's Fair, the year of the World's Fair, and since, have amounted approximately to five or six million dollars, on the Mill Creek Valley improvements, including the Union Station.

Q. Do you know how much the motive power has been increased? A. No, sir, I cannot say as to the exact amount. I know they have practically doubled their motive power in the last four years.

Q. Now how about the charges for the work done? A. In what way?

Q. I will get at that in this way; has there ever been any dividend paid to the shareholders of the St. Louis Terminal Railroad Association? A. No, sir, not a cent.

Q. Has it been contemplated that there ever will be? A. It never has been expected, in any manner.

Q. In other words, the Terminal Railroad Association operates its property for the cost of making improvements and extensions; the earnings are devoted to that? A. Whatever surplus earnings they have, of course goes back into the property. But the proprietary, or associated lines, the stockholders, the railroads I mean that own the Terminal Railroad Association, are always putting in money themselves, or borrowing more money to pay for the improvements. The Terminal Railroad Association cannot, out of those earnings it may have, take care of the growth that is required of its facilities, from year to year. The railroads interested in the original agreement had to guarantee to pay themselves enough to meet all the fixed charges, if the Terminal Association did not earn enough to do that.

Q. Do you know whether any of the railroad companies who are members of the Terminal Railroad Association, or stockholders, own any of the bonds that have been issued against the property, or if they have been sold to the

general public? A. I don't know of one that owns a bond. They have all been sold to the general public.

Q. And the money used to increase the facilities? A. Yes, sir. The railroads simply had to give their guaranty on those bonds.

Q. I think when you were a witness before that you testified that the Merchants' Bridge Terminal Railway Company, and the Terminal Railroad Association lines, segregated, do not reach any common point? A. Yes, sir, I did testify to that.

Q. That is true? A. That was true—as separate lines, yes.

Q. Before the connection was constructed at Cerre and Fourth Streets? A. This connection here (indicating on map) on Poplar and Seventh Streets.

Mr. Crow: Q. When was that constructed? A. That was completed in 1894, when the Union Station was opened. The Merchants' Terminal Association, prior to the arrangement between it and the Terminal Railroad Association, terminated at Seventh and Gratiot Streets, and was unable to reach the Station, or to get across the Missouri Pacific or Frisco tracks. But after the arrangement was made, we built a connecting elevated track, passing over the Missouri Pacific and the Frisco tracks, and bringing them down to the Union Station, as they are now operated.

Q. Would it be practical to have two terminal systems in the City of St. Louis, and in the business vicinity, including East St. Louis, covering precisely the same territory, and reaching the same field? A. You mean both of them reaching exactly the same points and all?

Q. Yes. A. No, sir. That is impossible in any city, whether St. Louis, or any other place. I don't know of any two terminals that reach exactly the same territory in any

city. Sometimes they reach common points, and then again they reach other points that are not common.

At this point the further hearing of testimony was adjourned to Wednesday, October 3rd, 1906, at 10 o'clock, a. m.

St. Louis, October 3rd, 1906.

Met pursuant to adjournment as above, on Wednesday, October 3rd, 1906, at 10 o'clock a. m., at the Federal Building, in the City of St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the complainant.

Messrs. M. F. Watts, H. S. Priest and F. W. Lehmann appeared in behalf of the defendants.

The following proceedings were had:

CROSS-EXAMINATION OF JOSEPH RAMSAY, JR., CONTINUED, BY MR. F. W. LEHMANN:

Q. In the case of shipments coming to St. Louis from without, and passing over the Terminal, where there has been delay in making the delivery, against whom is the complaint usually made? A. The complaint is made to and against the line making the final delivery. For instance, if it is to be delivered in St. Louis from the east side the complaint would naturally be made to the Terminal Railroad Association.

Q. So, for that reason, the great majority of complaints are made against the Terminal Railroad Association? A. The Terminal is the one that receives all the complaints and kicks, generally, if there is any delay on either side of the river, whether due to the original company failing to deliver promptly, or the final company on this side failing

to take it and deliver promptly; for instance in the case of freight going to the Wabash, the Missouri Pacific, or some other connecting tracks; the Terminal is the delivering company, and generally receives all the complaints.

Q. Regardless of whether it is responsible or not? A. They don't know whether they are responsible or not, until it is investigated.

Q. Taking your experience as manager of the terminals here in years gone by, what is the fact, usually, as to the responsibility? A. Well, it is very frequently on the other line, the line bringing in from the East, North or South, and delivering to the Terminal Company. Sometimes it is on the Terminal.

Q. Mr. Ramsay, what portion of the revenues of the Terminal Railroad Association is paid by the railroad companies themselves? A. The railroad companies pay fully sixty to sixty-five per cent. of all the Terminal charges, on account of the handling of their traffic. And they pay the same charges and the same tolls that are paid by individual shippers.

Q. The charges are in every case the same for the same service? A. The same for the same service.

Q. Whether made to a railroad company, which is a proprietor, or whether made to an outside shipper? A. Whether absorbed or paid by the railroad companies, or paid by the shipper. There is but one tariff.

Q. There has been something said in the testimony here as to the absorption of Terminal charges in some cases, as for example, say, in a shipment from St. Louis over the Alton, to points west, in Missouri? A. The Alton makes the same rates to all points west of the river that are made by the western lines, which have no bridge charges to pay. Therefore, the Alton absorbs the bridge charges, or transfer charges they are called—that is, the amount paid for getting the business from the industry, side track, or ware-

house, in St. Louis, to East St. Louis; they absorb all those charges, and make the same rate to destination which the western roads would make, which handle directly. For instance, the Wabash reaches Mexico, Mo., over its own line. If the Wabash was to have a shipment from an industry on its own line, where there would be no switching charge, the Alton would take that business and pay the switching charge, and also the Terminal Association for the transfer charges, in order to get the traffic, and would deliver it to the shipper or consignee at Mexico at the same rate that the Wabash would. It is the same way with wagons transferring it across the bridge, when made by one of their recognized transfer agencies.

Q. The Wabash has a line from St. Louis through Missouri, to Kansas City? A. Yes, sir, practically all Missouri points, through connections.

Q. And that line begins at St. Louis, on the west side of the river, and takes, substantially speaking, a westerly course from St. Louis? A. Yes, sir.

Q. And that same thing is true of the Missouri Pacific? A. Yes, sir.

Q. It has a line from St. Louis to Kansas City, and that takes, substantially, a western course through the State? A. Yes, sir, and the Rock Island has the same.

Q. And the Frisco the same? A. Yes, sir. And the M., K. & T. the same. And the Burlington has the same, from North St. Louis.

Q. Now the Chicago & Alton has a line from St. Louis to Kansas City also? A. Yes, sir, but it crosses the river in order to get there.

Q. In other words, when it sets out for Kansas City it begins its journey by going directly away from Kansas City? A. By going directly east, and then north, and crossing the river, and then back west.

Q. The Alton must make the same rate on its shipments

to Kansas City from St. Louis that it makes on its shipments to Kansas City from East St. Louis? A. Yes, if it wants any business.

Q. On shipments over the Alton, from East St. Louis to Kansas City, is the shorter haul included within the longer haul from St. Louis to Kansas City? A. Yes; therefore it must make the same rate from East St. Louis that it would from St. Louis.

Q. Does that physical situation compel the Alton to absorb the charges from St. Louis to East St. Louis, when it is shipping from St. Louis to Kansas City? A. Yes, sir; and the same sitaution, the fact that the Alton must make the same charge from East St. Louis to Kansas City that it does from St. Louis, forces the western roads to also meet the Alton's charge from East St. Louis, and absorb the transfers across the river, to get any traffic from East St. Louis to Kansas City and western points.

That shows the reason why through traffic, as it is called, over the river, is absorbed by the railroad companies, in competition with each other, to get business.

Q. Do similar conditions exist with reference to business that comes to St. Louis from the Southeast? There has been some reference made in this testimony, to a territory designated as "Green Line Territory." A. Yes, sir. That is common teritory with the Louisville & Nashville, the Mobile & Ohio, the Iron Mountain line on the west side of the river, through Memphis and via Cairo, to that territory. That makes common territory, competitive territory, the same as the competitive territory that the Alton and the lines west of St. Louis have.

The lines to the "Green Line Territory" do the same thing exactly with transfer charges, that is, they absorb them, in order to get traffic to the west by this eastern outlet.

RE-DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. It is a fact that it is the competition which causes the Chicago & Alton to absorb this bridge arbitrary from St. Louis? A. Competition in reaching the same points as the other roads.

Q. If an independent line, the Terminal Railroad Association, would make free delivery, free of the bridge arbitrary, all other lines would be compelled to meet that? A. No, sir. The Alton would simply save paying the arbitrary, but the shippers would pay the same.

Q. If a line from the Atlantic seaport had terminals in St. Louis, and a bridge and ferry of its own, and made St. Louis deliveries at the regular St. Louis rate, regardless of anything for transferring across the river—except the matter of haul and distance—then wouldn't the other lines be obliged to absorb the arbitrary in order to meet the competition? A. You mean for local business in St. Louis?

Q. For business destined to St. Louis. A. Of course, if any road made a lower rate to St. Louis, for any reason, whether on account of not paying bridge charges, or any other reason, then the other roads would have to reduce their rates correspondingly; for no matter what rate any road makes, the other roads will meet it immediately, no matter what the reasons or conditions are.

Q. Regardless of the arbitrary, competition fixes the rate? A. Competition fixes the rates, as a rule. That is, under the old conditions. Under the new rate law, I don't know whether competition, or the local conditions in some communities, will fix them. The Commission has that power, I believe.

Q. You made the statement that the railroads paid sixty-five per cent. of the charge for transferring freight across the river, backwards and forwards? A. Sixty to sixty-five is paid by the railroad companies direct.

Q. Do they have that repaid to them? A. In no way.

Q. How do you figure they pay that? Will you explain that? A. If the Wabash has a car of freight coming from its eastern lines—

Q. Take some road that hasn't any west side terminal. A. What road shall I take?

Mr. Lehmann: Let him finish his answer first.

Mr. Crow: I am asking the question.

Mr. Lehmann: The witness is answering, and I submit it is not proper to cut him off in the middle of his answer.

Mr. Crow: I have a right to ask a question, and after he answers it, he can modify it if he chooses.

Mr. Priest: Whatever answer the witness chooses to make should go down in the record.

The Commissioner: General Crow wishes to modify the question originally put.

Mr. Priest: Then he can put his modified question.

Mr. Crow: I have already done that.

Mr. Priest: That does not preclude the witness from making his answer.

A. Take the Big Four, which has no terminal in St. Louis. When it brings a car to East St. Louis, destined to the Missouri Pacific, we will say, for Kansas City, it has performed its portion service when it reaches East St. Louis, and delivers it to the Wiggins Ferry Company, the Merchants' Bridge Company, or delivers it to the Missouri Pacific Railroad. The Missouri Pacific receives that car, and pays all the transfer charges from East St. Louis to the delivery to the Missouri Pacific, and absorbs that in its through rate from New York to Kansas City.

The Wabash, I think, will show an illustration clearer for what I think you wanted, Mr. Crow. The Wabash has a lot of terminals on this side of the river; therefore, when the Transfer Company performs service for the Wabash, it performs a great deal less service than it would do for the

other roads. It would bring this freight over the Merchants' Bridge, deliver it right to the Wabash in North St. Louis. The Wabash receives and handles it in its own yards and terminals.

Or, take the Frisco, which performs all its own service, runs its own freight cars, with its own engines, over the Merchants' Bridge; but it pays exactly the same for that as the Missouri Pacific, where the Terminal Association performs all the service.

In other words, no road gets any advantage for its own service to itself. The charge is the same to all of them.

Q. Upon your statement, I understand that when you say sixty to sixty-five per cent., that amount is confined to freight destined to points beyond St. Louis? A. Fully sixty-five per cent. of the traffic through St. Louis is through business. Then, of course, in addition to the freight, the railroad companies pay all the charges and tolls on the passenger service, and have done so for a number of years. The Terminal Railroad Association makes no charge for that.

Q. That is added in the cost of the ticket? A. Not on local service. If you have not a through ticket to St. Louis that is added on the charges.

For instance, coming over the Merchants' Terminal Railway, they would deduct twelve miles on mileage ticket if you were using a mileage book. You would pay the usual number of miles to Granite City, and then twelve miles to St. Louis. The actual mileage on that bridge is nine miles, which would entitle them to take but nine miles.

Q. According to your statement, forty to forty-five per cent. of the business crossing the river at St. Louis is local business? A. No, sir, from thirty-five to forty per cent. is local, and general switching business. Not all transfer business. There is a good deal of internal switching around the terminals, between roads on this side of the

river? A. It is the movement of cars and freight backward and forward across the river? A. Yes, sir, and passenger business.

Mr. Priest: Q. He did not say backward and forward across the river. A. A good deal of the switching is local, here in the city of St. Louis, and not crossing the river. Of course, statistics would show that clearly, but I should say that twenty-five to thirty per cent. of the Terminal earnings is due to what we would call local transfers across the river and local switching in the city.

Q. The local business, however, that comes to St. Louis from points in the East, and that destined to points east of St. Louis, originating at St. Louis, the railroad companies do not pay that arbitrary except in territory south of the "Green Line?" A. Not on that consigned to East St. Louis for St. Louis delivery.

Q. On St. Louis business, then, the railroads, as a rule, do not pay that charge of transfer? A. No, sir, it is not absorbed.

Q. It is paid by some one other than the railroad companies? A. Yes, sir; either the consignee or the consignor.

Q. The passenger business is in the same condition as the freight business, originating in or destined to St. Louis? A. No sir, the Terminal Railroad Association has nothing to do with those charges. They simply get so much per car from the railroads for hauling a train across.

Q. What is that charge? A. It ranges, I think, from $1.50 on a baggage car, to $3.00 on a passenger car.

Q. Regardless of the number of persons in the cars? A. Yes, sir, regardless of the number of persons in the cars. It is a charge against the roads, and the roads pay it.

Q. Take a ticket from Pittsburg to St. Louis over the Vandalia; how much is added to that? A. Nothing more. I happen to know that, as I pay my fare nowadays. I tried

to get them to knock off mileage over the bridge, and they wouldn't do it. It is the same rate.

Q. Then there is mileage added? A. No, sir, it is the same rate to East St. Louis.

Q. To what points is this collection of fare applied? A. To what points?

Q. Yes, for transferring across the river? A. The railroads pay that.

Q. Don't they charge it back to the customer in the ticket? A. Not on business that has any length of haul on it. They do, I think, on local business, make some charge; to points in Illinois, and probably in Indiana, but not I think to Indianapolis— But I would rather you would have some passenger man on that.

Q. They formerly made a charge for passenger service? A. The Terminal formerly made a charge ranging from three or four cents up to twenty-five cents, commuters from East St. Louis and Alton, collections that they made themselves; they had their own collectors on.

Q. When did that cease? A. About five years ago-five or six. I don't remember exactly.

Q. You have not had any immediate connection with the operations of the Terminal Railroad Association since about 1895, have you? A. I have had no physical connection, or direct control of it, except as a director of the Terminal Association; and, of course, being fully conversant with all the charges, rules, and regulations, and so on. And as the President of a paying line—paying very heavily, too —the Wabash Company. The Wabash pays, next to the Missouri Pacific, the heaviest. The Missouri Pacific and Iron Mountain pay the heaviest of all the lines, and the Wabash comes next.

Q. Is that because of the fact that they handle more business across the river? A. Yes, sir. The Wabash handles a great deal of business, having lines on both sides

of the river, and it pays in each direction—well, they both pay in each direction.

Q. Do you know where what used to be called the "Conlogue Road" is located? A. Yes, sir.

Q. Where is that? A. That ran from the stock-yards at East St. Louis, south through the Relay, to a point down on the river opposite the old Iron Mountain, below and opposite Carondelet. That was the Vandalia Line.

Q. Do you know about the length of it? A. Well, it was five or six miles.

Q. It was part of the system of roads used in the East side yards, was it? A. It was a property leased or owned by the Vandalia, and formerly was operated as a separate, independent switching arrangement, making its own charges, in addition to what charges the Terminal made. I believe they are operated now on one switching charge.

Q. Who owns it now, do you know? A. Well, I don't know whether it was sold to the Terminal properties, or leased by them; but it is operated in the Terminal system.

Q. Didn't it pass into the hands of the Southern road first? A. Conlogue's? Not to my knowledge. I cannot say as to that.

Q. I believe you stated the other day that there were only two roads on the other side of the river that were not members of the Terminal Railroad Association? A. Two of the long lines.

Q. What two are those? A. The Clover Leaf, and the Chicago, Peoria & St. Louis.

Q. Where do they run? A. The Clover Leaf runs to Toledo, Ohio, and the Chicago, Peoria & St. Louis as far north as Peoria.

Q. How many lines are there on this side of the river that do not belong to the Terminal Railroad Association? A. I want to correct my statement as to the East side. I stated also that the Mobile & Ohio, while not directly a

member of the Association, as it was supposed to be under the Southern Railroad, is practically a member.

The Commissioner: You stated that before.

Mr. Crow: Q. How many of the west side roads are there that do not belong to the St. Louis Terminal Railroad Association? A. I don't know of any.

Q. And I believe you stated that the Terminal Railroad Association was composed of these proprietary lines? A. The proprietary lines are the members of the Terminal Railroad Association. That is, they are the owners and fill the same position that stockholders would in any other company, and they are, in this company. They are stockholders in the Terminal Railroad Association. There are fourteen railroads, all told, that hold an equal amount of stock in the Terminal Railroad Association.

Q. Can you define where the line east of St. Louis is, that marks the beginning of what is known as "Trunk Line Territory?" A. The western limits of the "Trunk Line Territory" are Buffalo, Pittsburg—a line drawn practically between Buffalo and Pittsburg. That is the western limit of the Trunk Line territory. Then west of Pittsburg, of course, comes in the Central traffic—what used to be the "Central Traffic Territory"—and that extends to Chicago and to St. Louis, and a line folowing pretty closely along the Mississippi River and the Illinois River up to Chicago.

Q. Taking the line from Pittsburg south to the Gulf States, that would include the Central Traffic territory? A. No, sir. North of the Ohio River, east of the Mississippi River, and a line drawn, I think, from Hannibal—I think it is—from there towards Chicago, passing through Peoria, and south of the northern limits of the United States. That is, taking in Michigan and the Lakes, as the northern border, and Buffalo and Pittsburg as the eastern border. All included in that territory was called "Central Traffic Territory." While the Central Traffic system ex-

tends to Buffalo, and really to St. Louis, there are so many other lines, cross lines, and independent lines, in that territory, that it is known as a separate group, and I think it is the same as the group of the Interstate Commerce Commission in which earnings are given.

Q. On shipments originating in Central Traffic territory, and destined to Kansas City or the West, do the railroad companies absorb the arbitrary, if they go through the gateway of St. Louis? A. They do.

Q. What is the point east of St. Louis, if there is any, where they do not absorb it? A. I don't know of any. They absorb it from East St. Louis. It is absorbed by the roads that pass directly through St. Louis, in order, as I stated, to meet the competition of the Chicago & Alton, and the Burlington, which will take it up on the west side of the river.

Q. There is also a territory called "Green Line Territory," I believe? A. Yes, sir.

Q. Do you know the eastern and southern limits of that territory? A. I think it extends to Savannah on the east, and also takes in the Gulf ports.

Q. It goes to tide-water? A. It runs west to the river, down to Memphis, crosses the river there, and gets into the same territory there.

Q. It is the competition of the Memphis bridge that destroys the arbitrary in the Green Line territory, is it? A. It is the competition of the railroads that reach that territory, in one way or another, and the lines that reach it direct. There is another reason, which I think is the primary reason why the railroad companies absorb the bridge arbitrary, and that is because via Chicago and the gateways south of Chicago, Peoria, for instance, they pass over western lines to this same territory. East from St. Louis would be the same as Chicago, or Peoria, or via any of those connecting lines, up there.

Q. On shipments in that territory, originating at Missouri River points, and routed via roads north of St. Louis, the bridges at Hannibal, and up the river, carry it without any charge? A. No, sir, there is a charge at Hannibal, and the charge at Hannibal is the same as the charge at St. Louis; that is absorbed by the roads that use it. They absorb it, the same as at St. Louis.

Q. Do they charge at Hannibal? A. That is used only by the Chicago & Alton, it is owned by the Chicago & Alton, and it is all in the rate. It is practically the same charge to the shipper, but the Chicago & Alton would simply pay it back to itself.

Q. What is the territory that lies east of Pittsburg and on to tide-water, called? A. Trunk line territory.

Q. That is all Trunk Line territory? A. Yes, sir. It is practically Pennsylvania territory.

Q. Pennsylvania Railroad Company territory? A. Pennsylvania and New York Central—yes.

Q. I believe you said yesterday that the Terminal Railroad Association spent three or four million dollars here for terminals; within what period of time have they spent that? A. I think I said they had spent five or six millions.

Q. That may be; five or six million dollars, then. A. That was during the two years preparatory to the Exposition. They have spent altogether here over thirty to thirty-five million dollars, actual cost.

Q. Most of the moneys you speak of being spent preparatory to the World's Fair period, or at least a great deal of it ,was put into the betterment of already existing terminals, like improvements at the Union Station? A. Well, it was practically doubling the capacity of that. Of course, it was putting in money where it would not bring in any direct returns to anybody, except the convenience of St. Louis travel.

Q. But the great big end of it was put into improvements of properties they already had? A. Yes, sir.

Q. And not in the acquisition of additional terminals? A. There was a great deal put in for additional terminals. I should say that the expenses at the Union Station did not exceed $2,000,000, if that much; while the balance was paid for additional terminals, and yards, and property, and—

Q. By the Terminal Railroad Association? A. By the Terminal Railroad Association.

Q. Whereabouts? A. In the Mill Creek Valley, and on the levee.

Q. You include in that the property that the Terminal Realty Company purchased, anticipating the loop? A. Yes, sir, that was part of the loop.

Q. What was the outlay there? A. $800,000 to $1,000,000.

Q. That has never been utilized for terminal facilities? A. Not yet.

Q. At what other place did they purchase property? A. They purchased property all along the Mill Creek Valley, but I cannot give you the details of that. During that period I was not a director. While I attended all the Presidents' meetings, in order to authorize the expenditures of the money, and so on, I was not one of the directors, but was thoroughly in touch with all the details of that deal.

Q. How long prior to the World's Fair period did that cover? A. That began early in 1903, or the latter end of 1902.

Q. Do you know how much money the Wabash Railroad Company expended in acquiring its terminal facilities at Pittsburg? A. They expended it building a line of railroad into Pittsburg, and securing four hundred and sixty miles of railroad through Ohio, the Wheeling & Lake Erie, with all its terminals in Cleveland and Toledo, on Lake

Erie. The Wabash itself expended only $10,000,000 of common stock, and got control of it. The Wabash-Pittsburg Terminal Company, which I suppose you mean, expended about $30,000,000. That was in building its line of railway, sixty miles long, with a double track, in a very heavy country. In Pittsburg alone it did not spend over $5,000,000 for passenger and freight stations.

RECROSS-EXAMINATION, BY MR. LEHMANN.

Q. You had something to do about the Wabash Railroad Co. getting into Pittsburg, didn't you, and with the acquisition of the Wheeling & Lake Erie Road? A. Yes, sir, I had a great deal to do with it.

Q. Suppose there had been at Pittsburg a terminal arrangement like that which exists in St. Louis, would it have facilitated, or would it have hindered your getting into the city? A. It would not only have facilitated our getting into the city, but when we did get into the city it would have furnished facilities to every industry and shipper in Pittsburg. To-day, practically, there is not one out of sixty industries there that can ship over the Wabash. The Pennsylvania, the B. & O., and the Lake Erie, decline to switch for any shipper except over their own roads. The Pennsylvania Road is very outspoken about that. They gave notice that they will not take a car except over certain routes; they prefer to haul it over the long line.

The St. Louis shipper is very independent as compared with the Pittsburg shipper, and the shipper in other places where the railroads own their own terminals, and thereby practically control every shipper on those terminals.

Q. The line of road that the Wabash acquired into Pittsburg, where does that extend, to and from? A. It extends from Pittsburg along on the Wheeling & Lake Erie, sixty miles to Pittsburg.

Q. I thought you spoke of four hundred miles? A. That is the Wheeling & Lake Erie.

Q. Does that make a continuous line? A. From Toledo to Pittsburg, and Toledo to Cleveland, and also to all points reached by the Wabash west of Toledo.

Q. I wished to inquire more particularly whether any of those lines that the Wabash acquired go through Pittsburg? A. None of them go through Pittsburg.

Q. Taking the lines you have there, and considering the matter of making them as useful and efficient as possible, in their capacity of common carriers, what is the comparative effect of such terminals as the Wabash did acquire at Pittsburg and such terminal arrangements as it has in the city of St. Louis? Which is the better for the efficiency of the railroad, as a carrier? A. Why, general terminals, such as are at St. Louis, are far better for the railroad. And—

Q. How about the shipper? A. Not only that, but it keeps an open door to all railroads.

I am interested to-day in projects that look to Pittsburg, and the very first objection raised by everybody is, "Why, you can't get into Pittsburg when you get there." I am also interested in another project looking toward St. Louis, and that question is not raised at all. They say, "The minute you get to St. Louis it is not a question of the expenditure of ten to fifteen million dollars to get in, but the minute you get in you can reach all industries." And to-day, St. Louis could get a dozen roads sooner than Pittsburg could get one.

Q. You are to-day more interested in the construction of new lines than the operation of old ones? A. I have nothing to do with the old lines to-day.

Q. What is the great difficulty in the construction of a new line, where it has relation to any large city? A. The question of terminals, of course, is the one question.

Anybody has the ability to build a railroad between two common points, but the question always is, "When you do that you are up against it because you can't get terminals any more."

Pittsburg originates and terminates to-day over 110,000,000 tons of traffic per year. That is, the Pittsburg district, just as the St. Louis district was outlined in Mr. Moore's plan, at about twenty miles. The Pittsburg district covers about the same distance.

Q. And that through system of independent terminals is largely monopolized by one or two roads that own the terminals? A. Well, the complaint made by the St. Louis shippers about delay in getting their traffic handled is nothing as compared with that made by the Pittsburg men. There have been months there when they have been absolutely tied down, could not get coke or anything else, and had to shut down their mills in all directions.

It is due to the enormous amount of traffic, as compared with the facilities of the railroads handling it. And at the same time no new railroad can get in there without an expenditure that would almost stagger anybody who did not know what the enormous traffic would be after they got in.

I am a strong advocate of general terminals, open to all the railroads.

Q. Each one of the railroads having the use of what you speak of as "general terminals," would be interested in case of any delay, assuming that delay was due to the Terminal company, or the terminal arrangement. The railroads would be interested to look after it, and do what they could toward having the evil remedied? A. Certainly. They lose their business if they don't.

Q. Where you have a general terminal system, each railroad company which uses that terminal has its own distinctive interest to have those terminals as efficient as possible? A. Undoubtedly.

Q. You were inquired of about property bought by the Terminal Railroad Association here in St. Louis just preceding and in connection with the World's Fair; some down at the river front. And you say that was not utilized. Why was it not utilized? A. Because the ordinance permitting the Terminal Railroad Association to construct its line there, and utilize it, was not passed by the city.

Q. In connection with the utilization of that property, it would be necessary to cross with your elevated structure some streets of the city? A. A number of streets—yes, several streets.

Q. And that you were unable to do in this city without the consent of the Municipal Assembly, expressed by ordinance. Y. Yes, sir, I believe that is the law, and they declined to give that consent.

Q. That projected change down on the river front was for the purpose of relieving the tunnel from passenger traffic, I believe? A. Yes, sir—or relieving the passenger traffic from the tunnel, is the way I would put it.

Q. The tunnel has been highly objectionable for carrying passengers through it? A. Very objectionable. And, of course, the newspapers for years made a very loud howl against it, and the people did, also.

Q. When a train enters the tunnel, the windows of the cars are all closed up, and so on? A. It is very unpleasant and disagreeable, particularly in the summer time.

Q. And the Terminal Railroad Association proposed to remedy that, and acquired property for that purpose? A. Yes, sir.

Q. Did it go so far as to get its structural steel? A. Practically all of the contracts were made. That is, for the structure. And a large quantity, several thousand tons, at least, of the steel was delivered.

Q. And you were prevented from utilizing it? A. Yes, sir.

Q. I believe you stated also that property had been acquired along the Mill Creek Valley, in order to make more room for terminals there, and that property has not been utilized—or at least a great part of it has not? A. A great deal of it has not been, and cannot be, without permission to lay the tracks upon certain streets.

Q. In other words, it involves the construction of tracks across streets? A. Yes, sir.

Q. And the Municipal Assembly of St. Louis has not given its consent to such construction; is that correct? A. Yes, sir, that is correct.

Q. And for that reason, and that reason only, that property lies idle and unused? A. Yes, sir.

Q. You referred to the gateway of St. Louis; the larger the city which serves as a gateway for traffic is, the more expensive it is, as a rule, to pass through it? I mean, the actual expense of doing it, without regard to who bears the expense? A. Certainly.

Q. That is because property is usually expensive in proportion to the density of the population? A. Yes, sir.

Q. And as the demands upon it grow, the price rises? A. Yes, sir.

Q. It would be, for that reason, cheaper to pass through a smaller town, where that could be done, than through a larger town—as far as the mere matter of passing through is concerned? A. Yes, sir.

Q. But the attraction to a large city is because of the large volume of business it offers? A. Yes, sir, and the roads all concentrate at a large city, and that of course brings a great many of them together, and gives them a common point of interchange from one line to the other. If they could avoid the large cities for their through traffic, it would be a much more economical way of handling it.

Q. The distinctive interest of a road like the Wabash, is with St. Louis, isn't it? A. St. Louis is the most impor-

tant and valuable territory that the Wabash has. It is its natural headquarters.

Q. Isn't it the effort, and also the interest, of the St. Louis roads, to make St. Louis, you might call it, as easy a gateway as possible, between the East and the West, the North and the South? A. It is of those roads which are more properly St. Louis roads. Of course, some of the lines reach Chicago from Kansas City and Omaha more directly, which probably gives Chicago the preference; but the bulk of the roads in St. Louis are interested in building up traffic in St. Louis, as against all other points.

I would like to just reiterate; the enormous growth of the traffic through St. Louis, particularly since 1903, with the increased facilities which have been given by all of the terminals here, not only the Terminal Railroad Association, but the Merchants' Bridge Terminal Railway Company, and the other lines, and the new belt lines, and all that, have enormousy increased the through traffic through St. Louis. And, of course, the more through traffic that goes through St. Louis the more it becomes known, and the more its local traffic will grow. If St. Louis becomes known as a gateway, that helps it locally.

Q. Reference was made to the Conlogue road, which was originally, I believe, a distinct and separate road, and so operated. And then I think you said it was acquired afterwards by some other company, and now has passed under the control of the Terminal Railroad Association? A. Yes, sir.

Q. Now it did switching on its own account, originally? A. Yes, sir.

Q. And now it has been absorbed and assimilated as part of the Terminal system here; what is the result of that, as to the number of switching charges which would be made, where the Conlogue tracks were employed as part of the loop? A. It has, of course, reduced the switching

charge, and made one charge where there were two before. Because Conlogue's did not reach all roads, and had to deliver to the Terminal Association, and others, to reach some other roads. Then it has made easier access to the bridge for passenger trains from the southern roads than it used to be.

Q. The substantial effect of the acquisition of the Conlogue road by the Terminal Railroad Association, was to extend the facilities and tracks of the Terminal Railroad Association to that extent? A. Yes, sir, and to permit all other roads to use the Conlogue road instead of simply having the Vandalia itself use it.

Q. I am not sure but one matter was left a little in doubt, as the result of questions asked by General Crow and myself. Business from the West, terminating here at St. Louis, local business from the West to St. Louis, the Chicago & Alton, if it handles the business, absorbs the charges in every case? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. The Terminal Railroad Association, through your suggestion, purchased about 5,700 shares of the Wiggins Ferry Company stock, being a majority, for the purpose of keeping the Rock Island, I believe you said, from acquiring independent terminals on this side of the river?

Mr. Watts: We object to counsel putting into the mouth of the witness something he did not say at all.

A. I did not so testify. The Terminal Railroad Association, to my knowledge, never bought a share of Wiggins Ferry Company stock. I did testify it was bought by all of the roads interested.

Q. And then turned over to the Terminal Railroad Association? A. No, sir, I did not make that statement. Still, I believe it is owned by those roads. Of course, I don't know what has been done in the past year or so, and

it was not bought to keep the Rock Island out of St. Louis.

Practically, I was responsible for the purchase of the Wiggins Ferry Company stock by the other lines. But the only argument I used in regard to that with the other lines was that the Wiggins Ferry property could be kept open for the use of all the railroads reaching St. Louis, and should not be kept open for only the Wabash, or the Missouri Pacific, although I did say to Mr. Gould that it would be worth every cent it would cost, at those prices, if the other roads would not come in, for the Missouri Pacific and the Wabash, because it would give us practically control of the river fronts of St. Louis and East St. Louis. But I did not think any one railroad should have that. That was the sole reason for it.

Q. It was to prevent the control of it by the Rock Island at that time, that the purchase was suggested? A. Yes, sir, to prevent the control of it by the Rock Island at that time.

Q. The object of preventing that control, according to your statement, is, to compel the Rock Island as well as all the other railroads to use the same common terminals? A. No, sir, not to force the Rock Island to use the same common terminals, but to prevent any one road from having control of the most extensive terminals in St. Louis and East St. Louis. The Wabash was directly interested, because it connects with the Wiggins Ferry on the north. It was the only road at that time that did so, except the Burlington; and the Wiggins was a very valuable connection of ours to all industries reached by it. I objected to seeing it go into the hands of a competitor, nominally open to us, but practically, by way of slow switching, obstructed for our use—you know how those things work.

Q. It had been previously open to all? A. Yes, sir, and no one thought of buying it. In fact, it had been offered to other railroads, and they declined to purchase it because it

was open to all. If it had remained that way, they never would have paid any money for it.

ABRAHAM FRIEDMANN, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What is your name? A. Abraham Friedmann.

Q. What is your business? A. Shoe business.

Q. What kind of shoe business do you carry on? A. Wholesale manufacture.

Q. How long has your firm been in business in St. Louis? A. Fifteen years.

Q. Is that the length of time your firm has existed? A. It has been in existence fifty-two years.

Q. Do you manufacture goods for the wholesale trade? A. Yes, sir.

Q. How do you get your shipments that are outbound, for points in Illinois, across the river? A. We deliver some to the Terminal Railroad Association.

Q. Where do you make that delivery? A. On this side of the river to the Terminal Railroad Association.

Q. Do you deliver to anybody else? A. Yes, sir, to the St. Louis Transfer Company.

Q. Where do you make your deliveries to the Transfer Company? A. They call for the shipments.

Q. How long has that been in vogue? A. A great many years.

Q. With the St. Louis Transfer Company? A. Yes, sir.

Q. Do you make deliveries in any other way? A. No, sir.

Q. How is the majority of your stuff shipped out—by the Transfer Company or by the Terminal Railroad Association? A. I imagine it is half and half.

Q. Is there any reason for that division? A. No, sir, no special reason.

Q. What is the comparative cost? A. It is no cost to us at all.

Q. To send the goods out? A. The St. Louis Transfer Company, as I understand it, adds their charge to the regular railroad charges.

Q. What is done with it then? Who pays it? A. The consignee.

Q. The man to whom the goods are shipped pays it? A. Yes, sir.

Q. Do you know what that charge is, for taking your line of goods across the river? A. I think about 65 cents per hundred.

Q. In the event that you deliver it to the Terminal depot in St. Louis, is there any charge for taking it across the river? A. Yes, sir.

Q. Who pays that charge? A. The consignee.

Q. Does that follow the goods as an advance charge? A. I think so.

Q. Have you any teams of your own employed? A. Yes, sir.

Q. For what purpose do you use those? A. To deliver goods to the west side lines.

Q. For any other purpose? A. And also hauling the inbound freight to our place of business.

Q. Inbound from where? A. From all directions.

Q. Do you haul it from the east side? A. No, sir.

Q. How do you get your stuff that comes from lines across the river? A. A great deal comes from the Terminal Association.

Q. How does the rest of it come? A. It is scattered over various lines, but a great deal of it over the Wabash.

Q. Prior to the time the Wabash made deliveries in St. Louis, during the last year, how did you get it? A. It

was all carried by the St. Louis Terminal Railroad Association; that is, for about two years. Prior to that time, it was brought in by the St. Louis Transfer Company.

Q. And what did it cost you to get it over here? A. At one time 4 cents, and at another time 5 cents.

Q. Per hundred pounds? A. Per hundred pounds.

Q. Is that delivery a prompt one? A. No, sir.

Q. What was the difficulty? A. There were unusual delays between East St. Louis and St. Louis.

Q. How long a period did those delays cover? A. Sometimes a week, and I believe it has been longer.

CROSS EXAMINATION, BY MR. F. W. LEHMANN:

Q. Those delays were unusual and exceptional? A. We thought so, but they were frequent anyhow.

Q. But you don't know to what that was chargeable, and where the responsibility for it would lie? A. I could not state positively.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Do you know whether or not they were on the Terminal lines, those delays? A. We have blamed it.

Q. Did you investigate it? A. Yes, sir.

Q. Did you locate it on the Terminal Railroad Association line then? A. We have found the freight arrived at East St. Louis on a certain date, and that it was delivered to us a week later or even longer.

RE-CROSS EXAMINATION, BY MR. LEHMANN:

Q. But would you know when it was delivered to the Terminal Railroad Association? A. Yes, sir, we have traced it. We have a man in East St. Louis investigating it, and we had our way-bills teling us when it was delivered at East St. Louis.

Q. That is not my question, Mr. Friedmann. When was it received by the Terminal Railroad Association? You

see it is not a question of when it reached East St. Louis, but when did the Terminal Railroad Association get it? A. I don't know whether I can answer that.

Counsel for defendants state that they wish it noted on the record, that they are making a general objection to all this class of testimony, on the ground that it is irrelevant and immaterial.

CARL H. SCHLAPP, a witness of lawful age, being duly produced, sworn and examined on the part of complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence and occupation. A. Carl H. Schlapp, wholesale grocer; President of the Krenning Grocery Company.

Q. Are you familiar with the conditions that surround the shipment of freight in and out of St. Louis to points in Illinois and east of the Mississippi River, on your line of goods? A. Yes, sir.

Q. Prior to the first of January, 1906, will you please state how you got goods in and out of St. Louis, that come from or are destined to, points beyond the Mississippi river, east? A. Prior to January we practically hauled everything across the river with our own teams, shipments into Illinois. And on inbound freight, we hauled part of it into St. Louis. The great majority of our business we hauled in.

Q. What was the reason you did your own hauling in handling goods between East St. Louis and St. Louis? A. In order to save time. We needed the goods quickly, and we had to haul them. Our experience is that it takes the Terminal Railroad Association three or four days to get a carload of goods from East St. Louis to St. Louis.

Q. Under present conditions, to whom do you deliver the goods for east side shipment? A. We practically haul almost everything, still, to the east side.

Q. How about inbound shipments? A. We receive those from the Terminal Railroad Association on account of the fact that it costs us less money to get the goods delivered to St. Louis via the Terminal Association, than it does to haul them over by wagon.

Q. That is at the present time? Since about what period did that begin? A. Some time in the summer—the early part of the year.

Q. What has reduced the cost of getting the goods over by the Terminal Association? A. Formerly the charge was made by the Terminal Company at the rate of about two cents per hundred, and now some commodities come over at one cent per hundred.

Q. Your class of goods comes at what price? A. One cent, and one-half cent.

Q. Are there any conditions surrounding the handling of goods in order to get that rate? A. I think not.

Q. Is there any difference at this time in the sending of the goods out, if they are sent by the St. Louis Terminal Association, or taken by your own teams—in cost? A. The St. Louis Transfer Company has established warehouses on this side for the receiving of freight for shipment into Illinois. If we use these warehouses on this side, the cost of getting those goods to the freight houses on the east side, is seven cents per hundred. If we use our own wagons, the cost is four cents per hundred.

Q. That is the reason you use your own wagons? A. Yes, sir. It costs us more money to do business in Illinois than in Missouri.

THOMAS A. PULLEN, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name? A. Thomas A. Pullen.

Q. What is your business? A. I am a director of the Rinehart Grocery Company.

Q. Where are you located? A. 19 to 21 South Main Street.

Q. Do you know anything about the conditions surrounding the shipment of goods in your line into the State of Illinois from St. Louis, and the reception of goods from points east of the Mississippi River into St. Louis? A. Yes, sir.

Q. How do you get your outbound shipments to East St. Louis? A. Now, we are delivering them sometimes to the St. Louis Transfer Company, and sometimes to the Terminal Railroad Association.

Q. When did that commence? A. I think it is about six months ago.

Q. Prior to that, how did you get the goods over there? A. We hauled them from this side of the river.

Q. By your own teams or other people's teams? A. By our own teams.

Q. What was the reason for hauling them by your own teams? A. Well, it expedited shipment, caused less delay, and one reason we hauled to East St. Louis, the outbound shipments at least, is that it did not necessitate the appearing on our customers' expense bills of any back charges, to which they object very seriously.

Q. What were those back charges? A. If we delivered them to the Terminal Railroad Association on this side, there would have been a charge of, I think, two cents a

hundred, which would have appeared on the customer's expense bill as a back charge.

Q. And what was that two cents per hundred for? A. I suppose for carrying the goods across the river.

Q. And that went forward as an item of expense to be collected from the consignee? A. Yes, sir.

Q. Now at this time why do you deliver goods to the Terminal Association or to the St. Louis Transfer Company? A. Because recently we have been having all our inbound stuff brought to the west side, and our teamster—we could not make arrangements with him to haul goods across the river, because he had nothing to haul back.

Q. You mean from the east side? A. Yes, sir.

Q. Why couldn't he haul your goods back? A. Because the goods were being brought—most of our shipments originate in the east, and they are brought to St. Louis at the same rate as they would be to East St. Louis. That causes greater expense than it would be to have them brought to this side.

Q. Why do you deliver goods to the Transfer Company now, the goods going out? A. For the reason that we could not make a satisfactory arrangement with our head teamster to haul our stuff over the river. He wanted too much money.

Q. Before this time, what was the method of getting the goods across the river, that came into East St. Louis for you? A. Oh, he hauled them, our head teamster, the man we hired the teams from, hauled them all in and hauled everything across the river that was going out.

Q. Why couldn't he haul the same way now, your goods in and out? A. He could, but you understand that formerly all the rates were made to East St. Louis, and if we wanted any goods delivered over here by the Terminal Association, there was a charge, I think of two cents per hundred for that service; and in smaller lots it amounted

to more than that. There was a minimum, I think, of ten cents a lot, whatever the weight happened to be. Now, we give most of our freight to the Wabash, because they bring it to this side for the same rate that they do to the other side.

Q. Do you give any goods to the St. Louis Transfer Company to be delivered across the river, now? A. Yes, sir.

Q. Why can they afford to haul any cheaper than the man you hired before? A. Because probably they haul goods both ways.

Q. Do you know whether the railroad company pays a charge for hauling? A. Yes, sir.

Q. Do you pay the charge to the St. Louis Transfer Company if you deliver freight to them? A. No, sir; they do not deliver any of our goods at all, except what we ship out.

Q. I am talking about the goods you ship out. A. Those charges appear on the customers' expense bill.

Q. You do not pay them? A. No, sir.

Q. What is that rate, two cents per hundred? A. Well, I really couldn't tell. I think in some cases, 65 cents per hundred pounds.

Q. Have you experienced any delay in the handling of your goods? A. Yes, sir, we have had quite a good deal of complaint.

Q. Do you know where the delays originate? A. It must be, if we deliver the goods to them of course, they must be slow in getting them over the river, or else they are slow in handling them on the other side. But we had no such complaints when we delivered to the roads on the east side, so it must lie with the St. Louis Transfer Company.

Q. Have you made any complaints? A. Oh, yes, I

have traced the goods, but I never could get any satisfaction.

Q. Have you had any delays recently? A. Yes, sir.

Q. What did it consist of? A. I remember one case quite recently. You know we have a branch house at Carbondale. (This is on an inbound shipment.) We found they had about a carload of fruit jars that they could not sell, and we had quite an active demand for them up here. We instructed them to ship that carload of jars to us. They arrived in East St. Louis the morning after they were shipped, and the Illinois Central Railroad called us up and wanted to know where we wanted that car placed. We told them to send it to this side, I think to the Carr Street yard —that is the place we usually have our stuff sent. It must have been a week or ten days before we finally got that car, and by that time the fruit jar season was all over.

Q. Did you ever do business at Cupples Station, in your line? A. I was in the employ of a firm that did business down there.

Q. What firm? A. James Scudder & Co.

Q. Do you know whethere there was any delay in goods that came over the Terminal Railroad Association, in and out of the Cupples Station, for points in Illinois? A. Yes, sir, we had a great deal of delay on in-bound cars. They were delayed all the way from six to ten days. And outgoing shipments were always delayed six to twenty-four hours.

Q. If you delivered your out-bound goods to any other than the St. Louis Transfer Company, or the Columbia Transfer Company, I will ask you to state how much it costs you to get them to East St. Louis? A. We do so little business in Illinois, I don't really keep track of that. I think the Terminal Company charged two cents per hundred, and the St. Louis Transfer Company the same rate—I think it is the same, but there is a difference be-

tween what different roads charge. The Illinois Central, I believe, pays the St. Louis Transfer Company five cents a hundred for the transfer across the river. That is what appears on the expense bill, at least.

CROSS EXAMINATION, BY MR. LEHMANN:

Q. You are situated on Main Street, No. 19 South Main? A. Yes, sir.

Q. That is just below Market Street? A. Yes, sir.

Q. And your place is convenient to the ferries? A. Yes, sir.

Q. Formerly you used to deliver and receive freight with your own teams? A. Yes, sir.

Q. And now you do it through either the St. Louis Transfer Company or the Terminal Railroad Association? A. Yes, sir.

Q. Because you can do that cheaper than you can with your own teams now? A. Yes, sir, because we could not make a satisfactory arrangement, we receive and ship that way now.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Do you know any reason why the teamster you had could not get loads both ways? A. I do not know. I could not say about that. I know that he cut out hauling everything to the east side, because, he said, he didn't get a load back.

F. B. HORNBY, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. F. B. Hornby; St. Louis, Mo.; I am with the Haas, Lieber & Coste Grocery Co.

Q. Does your company receive and ship goods to Illinois? A. Yes, sir.

Q. Prior to the 1st of January, 1906, what method did your company use to get shipments that were destined to your house from points east of the Mississippi River? A. We hauled all goods to and from East St. Louis with our own wagons.

Q. How about goods that were outward bound? A. We hauled them to East St. Louis.

Q. What was the reason for that? A. The principal reason was that we could save time, and it was just as cheap at that time to haul with our own wagons to East St. Louis as it was to deliver the goods to the Terminal Association or the recognized transfer companies.

Q. When you say you could save time, what do you mean? You could haul them quicker than the Terminal Association could take them across? A. Yes, sir, we could get goods to destination quicker by hauling them to East St. Louis with our own wagons.

Q. Did the same thing apply to inbound shipments. A. Yes, sir.

Q. What is the method you use now? A. About six months ago, at the time the rate was reduced across the river, we changed, and delivered all our goods on this side either to the Terminal Railroad Association, or to the transfer companies. That was on out-bound shipments. But in-bound shipments we had all goods routed to St. Louis.

Q. What was the reason for that change? A. On account of the fact that on the inbound shipments the rate was reduced.

Q. What rate? The railroad rate? A. Yes, sir, across the river.

Q. What was the reduction in your line? A. Before that time the rate was two cents a hundred, and now it is one-half a cent.

Q. From East St. Louis to St. Louis? A. Yes, sir.

Q. Do you still continue to handle your goods in that way? A. To haul from the east side?

Q. No, by the method you have just outlined? A. Yes, sir, we continue to handle our inbound freight that way.

Q. How about outbound? A. We found the shipments were delayed so much, and we were having so many complaints, that we started again hauling the goods to East St. Louis with our own wagons.

Q. What is the comparative cost of that, compared with the rate the Terminal company put in about six months ago? A. It is greater.

Q. Have you any idea how much more a year it costs you to do business that way in Illinois? A. The different railroads refunded to us between $100 and $140 a month—of course that varies.

Q. What would that refund come from, from what source? A. That was two cents per hundred across the river, and a minimum charge of fifteen cents.

Q. Who paid that money to the railroad companies? A. The consignees.

Q. Was it money you had advanced when the goods were delivered? A. On our dray-ticket, showing that the goods were delivered to the railroad company, we stamp "Transfer—so much"—at the rate of two cents per hundred or a fifteen cent minimum charge. The railroad companies would put that on the expense bill to the consignee, and refund it to us.

Q. Under present conditions, it renders it more expensive for you to handle the business over there than under the old arangement? A. Yes, sir, between $100 and $140 a month. I will say this much, that recently we have been delivering some shipments to the Columbia Transfer Company, and have not had so many complaints.

Q. Those are outbound shipments? A. Yes, sir.

Q. Those goods have been hauled direct to the door in East St. Louis? A. Yes, sir.

Q. If you deliver goods to the Terminal Railroad Association, do you have to haul them from your place in St. Louis to their station? A. Yes, sir, to the Terminal station, or their warehouse on this side.

Q. If you deliver to the St. Louis Transfer Company, is the same haul made by your company with your teams? A. Yes, sir.

Q. And then are the goods re-hauled by the Transfer Company to East St. Louis? A. Yes, sir.

CROSS EXAMINATION, BY MR. LEHMANN:

Q. Is your business in car-load lots, or broken lots, chiefly? A. Outbound freight is almost all of it broken lots. Inbound freight, a great deal of it, is in carloads, and some not.

Q. What would you say was the volume of your business annually? A. We do a little over a million a year.

Q. You say you formerly hauled by your own teams to East St. Louis and from East St. Louis? A. Yes, sir.

Q. How many teams did you have? A. We have about six.

Q. How many did you have at that time? A. Prior to this reduction in the rate?

Q. Yes, when you were handling your own freight between St. Louis and East St. Louis? A. I don't remember whether it was five, six or seven.

Q. You still have as many teams, substantially? A. Recently we have changed; a drayage company of this city is hauling our freight, and they furnish us as many teams as we require.

Q. The five or six teams you have now are the drayage or transfer company's teams, is that it? A. Yes, sir.

Q. And they are not your own? A. We do not own the teams at present.

Q. You say that under the old or former system, when you were handling it through your own teams, you would put on the bill of lading or way-bill, a charge for taking it across the river; is that it? A. Yes, sir.

Q. And then that would acompany the bill of lading as a part of the general freight charge for taking the commodity from St. Louis to the point of destination? A. Yes, it appears on the expense bill as an advanced charge.

Q. And the railroad company collected that from the consignee, and then refunded it to you? A. Yes, sir.

Q. And by reason of that refund, it made the shipment cheaper than it is now? A. Yes, sir.

Q. In other words, the hauling across the river was done for nothing, under the old system—so far as you were concerned? A. No, sir, it cost us four cents a hundred to haul the goods to the east side, and we got back two cents.

Q. How do you make it that it cost you four cents for the hauling? A. Because there is not any transfer company, or bridge company, that wil haul goods to the east side for less than four cents a hundred—at least, we were unable to find any, from our store door.

Q. Or any other teamster? A. No other teamster.

Q. And that was a charge you put upon your customer as an equitable charge for the haul? A. Yes, sir, that was what any firm was charging. It cost us that.

Q. It virtually cost you that? A. In other words, we could have delivered those gods on this side to the St. Louis Transfer Company or the Terminal Railroad Association, and its charges for that work would appear upon the expense bill.

Q. And it cost you practically that much? A. Yes, sir.

Q. You found that charge was a reasonable charge for the service? A. Yes.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. The two cents per hundred you had to pay under the old system, and you got back two cents? A. We paid two cents and got back two cents.

Mr. Lehmann: But the customer paid four cents? A. Yes, sir, the customer paid four cents.

Mr. Crow: Q. Who got the other two cents under the old system?

Mr. Lehmann: The witness stated that the customer paid four cents.

A. The four cents was paid to the drayman. You understand it cost four cents a hundred to get goods from our store door to East St. Louis, and the railroad company refunded to us two cents per hundred. Consequently, we were out two cents per hundred, or we paid two cents to get those goods to East St. Louis.

Mr. Lehmann: But the customer was charged four cents for that. That went forward to him as four cents? A. I believe I did make that statement, but that is incorrect. The customer paid two cents per hundred, or the amount we put on the dray ticket.

Q. What amount did you put on the dray ticket? A. Two cents per hundred, or a minimum of fifteen cents.

Q. I thought you said four cents? A. I did, but that was incorrect.

JOHN HENNEBERGER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. John Henneberger, St. Louis, Mo.

Q. What house are you with? A. The Wulfing Grocery Company.

Q. What business are they in? A. Wholesale grocers.

Q. Does your house handle any goods, inbound and outbound, crossing the river at St. Louis? A. Considerably.

Q. Prior to last year, 1905, what was the method of getting goods that were inbound from across the river? A. We had all our hauling done by a drayman. All inbound freight from the East we brought over from East St. Louis, and eastbound freight for local points in Illinois, shipping out, we hauled over to East St. Louis. In other words, we done the receiving and shipping all by way of East St. Louis.

Q. What was the reason for that? A. The reason was on account of the time and delay in getting the goods.

Q. Getting the goods from where? A. By consigning —in fact we had all our goods consigned to East St. Louis.

Q. If there were any delays, do you know why they occurred? A. After we consigned them to East St. Louis, we would haul them, because we could get them quicker than we could from the Terminal Company.

Q. Have you in the past experienced any delays in the terminal service between St. Louis and East St. Louis? A. Yes, sir, we have.

Q. State some instances of such delay? A. Take our Illinois business, when they changed the terminal to the western side, we tried shipping from the west side for about three or four weeks, and we got so many complaints that we again adopted the old way of taking all our goods over to East St. Louis.

Q. When did that change occur that you speak of? A. Right after the change was made from the terminals in East St. Louis to this side, I suppose now about three or four months ago.

Q. Was there any change in the rate to St. Louis at that

time? A. Yes, sir, it would be cheaper to have the goods consigned to St. Louis than to East St. Louis. In other words, it cost us more money to get the goods from East St. Louis than if we had them brought to this side.

Q. By rail or team do you mean? A. By getting them by team it cost more. By rail it would, of course, cost less money.

Q. I believe you say you do your business now by team, as formerly? A. On outbound eastern freight, but not all of the inbound. In fact, some of the inbound we do. I remember within the last three or four weeks we hauled three carloads of fruit jars from East St. Louis, that we had ordered on the wagon track. Those goods are seasonable, and by turning them over to the Terminal Association there might have been a delay of a week or ten days, which we have experienced with other goods.

Q. I will get you to state if it is not more difficult and expensive to carry on business in the manner you have indicated, hauling your goods by team over to East St. Louis, and back from East St. Louis to St. Louis? A. Yes, sir, it costs us a great deal more money. Referring to those three carloads of fruit jars it cost us two cents per hundred more than if we could have had them transfered on this side. On local freight for eastern points it costs us about one cent a hundred more.

CROSS EXAMINATION, BY MR. LEHMANN:

Q. Where is your place of business? A. No. 406-8 North Second Street.

Q. That is down near the levee? A. Yes, sir.

Q. Convenient to the ferries across the river at that point? A. It is just as convenient to the bridge.

Q. It is really convenient to both, isn't it? A. Yes, sir.

Q. And you have an extremely convenient location to the east side stations? A. Well, I don't know.

Q. About as convenient as you could have in St. Louis? A. Take Second Street, by loading your wagon it is quite hilly, and we have sometimes, probably, to drive away down to Elm or Walnut, by taking the bridge. Our teamster mostly takes the bridge on account of the heavy pulling on the east side.

Q. The bridge is on Washington Avenue, and the ferries are nearer than that? A. We would be just as close to the Terminal. In fact, it would suit us better to haul our goods from Eighth and Gratiot Street, or either Second and Carr. That would suit us just as well, because we have no hill.

Q. But your deliveries for outbound freight are mainly parcel deliveries, aren't they? A. Mostly small lots.

Q. And not carload lots? A. No, sir, not carloads.

Q. If you use the St. Louis Transfer Company, for example, you would haul down to Fourth and Spruce—A. Yes, yes, we have tried that.

Q. I am speaking now of what the course would be; you would haul down to Fourth and Spruce? A. Yes, sir, to Fourth and Spruce.

Q. Where is the other warehouse? A. It is on Twelfth Street, the Terminal depot.

Q. But shiping east? A. Sometimes we have taken—most of the goods, current business, you see that is all taken to East St. Louis.

Q. But I am speaking now of what the course would be; you would take, for example, to Fourth and Spruce, and unload the freight from your wagon into the warehouse of the Transfer Company? A. Yes, sir.

Q. They would have to reload from the warehouse those parcels into one of their wagons? A. Yes, sir.

Q. Of course, they would want to make up a load for the wagon? A. Yes, sir.

Q. They would haul across the river, and deliver this

freight to the proper station on the other side? A. I don't know whether that is the way they are shipping their goods, or whether that is their way of doing business.

Q. Isn't it practically the way they would have to do it? A. If they do do it, they are not in a position to get their goods to East St. Louis as quick as we are.

Q. Exactly; because in the first place, you make a trip down to their warehouse and unload their goods? A. Yes, sir.

Q. And then they have to load, or wait until they get a load sufficient to go across the river, while you would go by the direct and easiest route from your own store door to the station at which the goods were to be started on the way to the consignee? A. I don't know how they transact their business; I only know what we are doing. I don't know how they handle their goods. I am not in a position to know that.

Q. You handle yours from the easiest route from your store to the station? A. The very fact of the success of our business is to see that the consignee gets his goods as quick as possible. Because, in a great many instances, it is not only a matter of price, which is probably a secondary consideration—

Q. I am just asking you about the way you do things? A. We have our dray come in front of our store, load the goods, and take them over to East St. Louis.

Q. And that operates as to your business and your business alone? A. Yes, sir.

Q. The moment you get ready, you have your own dray there? A. It is not our own dray, but we have the control of it.

Q. It comes to the same thing; it is there exclusively in your service? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. If the depots of the roads you haul to on the east side were located on this side of the river, the haul would be less expensive? A. A great deal less expensive.

RE-CROSS EXAMINATION, BY MR. LEHMANN:

Q. If the depot were next door to you, it would be still cheaper? A. No, sir, because we are paying so much a hundred for all the freight delivered on this side; and so much per hundred for that delivered at the depots on the other side.

Q. If the depot were next door it would be a delivery? A. It would be saving to our drayman, but not to us. We pay him two cents a hundred whether he hauls two miles, one mile, or the next block. He has to take the bitter with the sweet. We pay him for a long or a short haul.

Q. You would pay as much on a one-block haul as for two miles? A. Where one man did all the hauling for us, yes, sir. Of course, if all our hauling was but one block, we would probably get a lower rate.

Q. The nearer the station lies, the less the cost of the haul; isn't that obvious? A. I dont' know. The class of goods that are being hauled is the most difference in the cost. In other words, it would pay a drayman much better to haul a wagon-load of sugar twenty blocks at two cents a hundred, than a load of splint baskets half a block at two cents a hundred. The weight of the goods has an influence.

Q. What I wanted to suggest to you was, that other things being equal, the shorter the haul the less the cost of the haul? A. Yes, certainly.

Q. Does your drayman haul from your store to East St. Louis in less than dray-lots? A. You mean less than a wagon-load?

Q. Less than a wagon will reasonably carry. A. As a rule we have probably two or three loads go over every day

to East St. Louis. And he also hauls for Libbey-Williams Paper Company, and several other concerns, and if he didn't have a load for us he could fill up with the goods of other parties.

Q. But he waits until he has a reasonable load to carry over? A. He doesn't have to wait. As soon as we are ready to ship, we order his team brought to the store, and he loads it.

Q. He is paid by the hundred? A. Yes, sir.

Q. And that is based upon his hauling reasonable drayloads. He wouldn't take just a box occasionally from your place over to East St. Louis? A. We wouldn't expect him to do so.

Q. In other words, you consult in that respect the convenience of the business of draying, and he hauls in draylots? A. No, sir, the object is not the convenience of draying over to East St. Louis. The object is to haul our freight, promptly over to East St. Louis, in order to hold our trade. For instance, at points like Pinckneyville, and Dequoin, the consignee wil have the goods the next morning; but if the goods are consigned on this side, it will take a day or two days longer.

Q. You are rather getting away from the matters I am inquiring about. You have an arrangement with your drayman, and pay him so much per hundred pounds. A. Yes, sir.

Q. And that charge is based, and is reached, by you and him agreeing upon it? That is not on the idea that if you have a box or ten or fifty pounds that he shall put it on his wagon and take it right over to the east side. He couldn't afford to do that, could he? A. No, sir, certainly not.

Q. It is based on the idea that he will haul what his dray can reasonably carry, isn't it? A. Provided there is enough for him to haul. If not, he will have to take the load, even if it is not full.

Q. If he does not get it from you, he gets it from some other grocers with whom you co-operate in the matter of drayage? A. He may.

Q. Generally speaking, you make up drayload lots for him? A. Yes, sir.

Q. That is the usage of the business? A. Yes, sir.

Q. So, he does not haul each parcel or each consignment, but he hauls drayload lots? A. Yes, sir.

Q. And he uses the same dray to go from your store to some of the others you mentioned, and make up his load? A. That occurs very seldom, but it does sometimes.

Q. Usually you have a load for him, and you don't call him until you have that load? A. Yes, sir.

Q. How many teams does your firm operate—I mean this drayman? A. I think about twenty to twenty-five.

Q. What is his name? A. Stahlmann.

Q. For whom else does he haul? A. Libbey & Williams, and the Pocohontas Company, a flour concern—I don't know the name of the miller; and the Standard School Book Company.

Q. Is that a large concern? A. Of course their hauling wouldn't amount to much, because it is not bulky.

Q. How about Libbey & Williams? A. That is a paper business, and an extensive business, and they have quite a lot of hauling. There may be some others that I don't know of.

Q. But you do know that he does a good deal of hauling for others than yourself? A. Yes, sir.

WILLIAM ROSS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A.

Wiliam Ross; St. Louis; Traffic Manager with the Garnett-Allen Paper Company.

Q. Where is their place of business? A. No. 417-19 North Third Street.

Q. Does your house do business backward and forward across the river? A. I own the teams, and do the hauling for them by contract, on a tonnage basis.

Q. How many teams do you operate? A. At present I work eight of my own, and work a number beside.

Q. Are you the traffic man of that house? A. Yes, sir.

Q. How long have you been hauling goods backwards and forwards across the river? A. About three years.

Q. Are all shipments outbound hauled to East St. Louis? A. Both ways.

Q. What is the reason for that? A. You make better time in hauling them to the east side and taking them from there.

Q. I will get you to state if there has been any reduction in the freight rates? A. Since about February 1st there has been a reduction from one cent to one and a half or two cents.

Q. Your house did not avail itself of that reduction? A. No, sir.

Q. Has there been any change in the method of handling traffic across the river on the surface, of the right-of-way where teams travel? A. Formerly, the Terminal Association maintained what they called "pull up teams," to assist the draymen at the incline at the eastern terminus of the bridge, and those were taken off. About the time they were taken off, the Wiggins Ferry Company issued a circular saying that teams would not be permitted on the boats that were loaded with more than the team could handle itself. In other words, they would not be permitted to use "pull up teams." That reduced my earning capacity in this way, that when the "pull up teams" were in service I could

haul ten thousand pounds, and to-day I can only haul 7,500 to 8,000 pounds.

Q. Up the incline, you mean? A. Yes, sir.

Q. Where is that incline? A. At the eastern part of the bridge.

Q. It is part of the bridge right of way? A. Yes, sir.

CROSS EXAMINATION, BY MR. LEHMANN:

Q. Are you interested in the company, otherwise than as handling its freight? A. In no way.

Q. You have no other connection with it, of any kind? A. Absolutely none. I earn what I make out of my teams only; except that I control the routing of their business; I handle the routing of their traffic.

Q. Do you maintain a warehouse in connection with your your teams? A. No, sir.

Q. Under what name do you do this drayage business? A. The Ross Transfer Company.

Q. Is it an incorporated company? A. No, sir, it is not. It is my own, individually.

Q. That is just the designation under which you transact your business? A. Yes, sir.

Q. What is your charge per hundred for delivering freight either to or from East St. Louis? A. Three cents to East St. Louis, and three and a half cents from the other side this way.

Q. Are you exclusively in the service of the paper company—do you haul exclusively for them? A. No, sir, I haul for the Syracuse Paper & Pulp Co., and for a wall-paper concern.

Q. Exclusively for those two? A. Yes, sir.

Q. Is there quite an extensive business, of the kind you are engaged in, here in the city. Are there a great many drayage concerns? A. I presume there are a number of them.

Q. I presume you would know, and so I was asking you about the extent of the business done. A. I presume it is very heavy. There are several transfer companies here.

Q. And men who operate as you do? A. Quite a number.

Q. How many would you say? A. I am not in a position to say.

Q. Is there an association? A. There is, but I am not a member of it.

Q. That is called the Team Owners' Association? A. I believe that is the name.

Q. Do you know what the others charge for this kind of service that you render? A. No, sir.

Q. Do you know whether it is uniform? A. I do not.

Q. Formerly you say that the Terminal Railroad Association maintained at the east end of the bridge "pull up teams?" A. Yes, sir.

Q. Do you mean to say they would pull up for anybody? A. Yes, sir.

Q. Without any charge? A. Yes, sir.

Q. They would pull up for your team? A. They did, yes, sir.

Q. And they stopped that? A. Yes, sir.

Q. There is nothing to prevent you maintaining a "pull up team," is there? A. Lack of funds is about all. I guess there is no law preventing me doing that—but as to that I have not inquired.

Q. But they did formerly maintain "pull up teams" there, gratuitously? A. Before the Wiggins Ferry Company and the bridge was consolidated, combined, or whatever it may be termed.

Q. And now they have ceased to do that? A. Yes, sir.

Q. That was not done simply for the St. Louis Transfer Company? A. I don't know what it was done for. They

pulled up my teams, I know, and did it for others, without any charge, and they don't do it at the present time.

Q. These teams that you spoke of formerly hauling ten thousand pounds, how much of a team was that, two or four horses? A. Two horses.

Q. Two horses hauling five tons? A. Yes, sir.

Q. And they now haul 7,500 to 8,000? A. Coming this way I haul ten thousand pounds, because they haven't the bridge approach to pull up.

Q. You haul that now east bound? A. Yes, sir.

Q. With two horses? A. Yes, sir.

Q. And west bound you haul 7,500 to 8,000 pounds, with two horses? A. Yes, sir.

Q. And now you say the Wiggins Ferry Company won't let you put on more than that? A. They issued a circular which I presume can be produced, saying that on and after a certain date teams requiring a "pull up team" would not be permitted to go on the boats—something to that effect.

Q. Didn't they simply require the "pull up team?" A. I don't know. I don't use the ferry much, I use the bridge.

Q. Had they been in the habit of using "pull up teams?" A. That I cannot say. I had not been in the habit of using the ferry.

Q. Aren't other transfer companies using "pull up teams" on both sides of the river to-day? A. I presume they are, for themselves.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. On the bridge? A. I don't believe the St. Louis Transfer Company uses the bridge. I think they use the ferry altogether, except when the river is tied up in the winter.

Q. Do you know whether there are any transfer companies that furnish "pull up teams" at any point? A.

The Columbia Company uses "pull up teams," but whether it uses them for outsiders or not, I do not know.

Q. At the points there is necessity of having pull up teams on the bridge property? A. Yes, sir.

Q. And in the absence of their consent, you cannot do that?

Objected to by counsel for the defendants.

A. No, sir, and as a matter of fact, I believe they will not permit you to use one.

Q. When did this change take place, when they ceased using them? A. I cannot recall the date, but I believe about a year ago.

Q. How much loss has it made to you? A. About 70 cents on each load, practically.

Q. How much would that amount to per annum? A. I haven't gone that far.

Q. Several hundred dollars? A. Several thousand, I believe.

Mr. Lehmann: Q. Do you know of any prohibition against a "pull up team" on the bridge? A. I cannot say as to that positively.

Q. Don't other companies have "pull up teams" on the bridge? A. I cannot answer as to that.

Mr. Crow: Q. You go backward and forward there? A. Yes, sir.

Q. Have you seen any "pull up teams?" A. I haven't noticed any there for quite a while.

JOHN HENNEBERGER, Recalled.

RE-DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. I wil ask you if after the reduction of the railroad rate was made on your line of goods, on shipments into St. Louis, if you tried delivering the goods to the St. Louis

Transfer Company for delivery to the east side? A. Yes, sir, we did, for about thirty days.

Q. What was the result of that? A. The reason we delivered to the St. Louis Transfer Company is that it costs us less. It costs us two cents, or rather it costs three cents in less than carload lots; while to transfer it to East St. Louis costs four cents. It really costs us one cent per hundred more by our taking the goods over to East St. Louis ourselves.

Q. If you discontinued that delivery to the St. Louis Transfer Company, after the reduction in the rates you have mentioned, why did you do so? A. I should say, because we got too many complaints on account of delay in goods reaching their destination, and it was either do that or feel satisfied that a good deal of our trade would have gone elsewhere, probably gone to the many interior jobbers that have sprung up, and to some other points.

RE-CROSS EXAMINATION, BY MR. LEHMANN:

Q. You could get quicker service by using your own teams and making your own deliveries than by using those of the St. Louis Transfer Company? A. Yes, sir.

At this point recess was taken until 2 o'clock p. m.

After recess, the following proceedings were had:

CHARLES HOPPER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. Charles Hopper; Jacksonville, Illinois; boot and shoe business.

Q. Have you bought any goods in the last year or two, and if so, what class, here in St. Louis, for shipment to and sale at your store? A. Yes, sir, considerable.

Q. Have you bought any rubber goods? A. Yes, sir.

Q. How far is Jacksonville from St. Louis? A. Just about one hundred miles.

Q. How far is it from Chicago? A. It is about, pretty near, two hundred miles.

Q. What road are you on? A. The Chicago & Alton.

Q. Have you had any delays in shipments out of St. Louis, with the kind of gods you have bought here? A. Yes, sir, they are longer coming from St. Louis than they are from Chicago.

CROSS EXAMINATION, BY MR. LEHMANN:

Q. The Alton handles them both ways? A. Yes, sir.

S. R. HAINES, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. S. R. Haines; Tamaroa, Illinois; merchant.

Q. Do you buy any goods at wholesale at St. Louis? A. Yes, sir.

Q. Are they shipped over any road that crosses the Mississippi at St. Louis, to go to your place? A. Yes, sir.

Q. What road? A. We get most of them by the Illinois Central.

Q. How far is it from your place to St. Louis? A. About seventy-five miles, I think.

Q. How far is it to Chicago? A. Two hundred and eighty miles.

Q. I will get you to state if you have any delay in getting goods from St. Louis? A. Yes, sir, we have had

quite a litle trouble getting them. They are delayed quite often. I have writen to the wholesale houses time and again, and wanted to know why they were so slow getting them out.

Q. To what extent has that delay been? A. Oh, sometimes it would be all the way from three to six days, and sometimes longer than that—but about that.

Q. How about shipments from Chicago? A. We get them sooner than we would from here, quite often. A bill of goods shipped out on Monday we would get on Tuesday, usually, most always—or by Wednesday any way.

Q. From Chicago? A. Yes, sir, I meant to say from Chicago.

CROSS-XAMINATION, BY MR. LEHMANN.

Q. Do you receive in car-load lots, or less? A. Both ways. I have got both.

Q. But mainly in less than car-load lots? A. Yes, sir, most all of it is less than car-load lots.

Q. And whether you get your goods from Chicago, or from St. Louis, you get them over the Illinois Central? A. Over the Illinois Central, both from Chicago and St. Louis.

W. B. CAIN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. W. B. Cain; Canton, Ill.

Q. How far is Canton from St. Louis? A. One hundred and seventy-five miles.

Q. How far is it from Chicago? A. One hundred and ninety-two miles.

Q. On what road? A. On the Burlington.

Q. Do you buy any goods at wholesale at St. Louis, to be

shipped over the Burlington road? A. Do you have any delay in getting goods from St. Louis? A. About four to ten days.

Q. How about your shipments from Chicago? A. About two days.

Q. Did you ever make any inquiry to find out the cause of that delay? A. Yes, sir.

Q. What was it? A. I asked the agent of the Burlington Road what was the cause, and— Shall I use his language?

Q. Yes, anything short of profanity. A. He said "It was the damn Terminal."

Mr. Lehmann: That is a little remote.

A. The agent of the Burlington made that statement to me.

CROSS-EXAMINATION, BY MR. WATTS:

Q. Do you know whether or not the Burlington has its own terminals in the City of St. Louis? A. I don't know, no, sir.

Q. You don't know that the Burlington Railroad has its own terminals a little north of Franklin Avenue? A. No, sir, I do not.

Q. And that all goods consigned to you are delivered direct to the Burlington at that terminal? A. No, sir; I do not.

LOUIS LANDAU, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, and residence, and occupation? A. Louis Landau; St. Louis, Mo.; wholesale grocer.

Q. How long have you been in business here? A. Since 1892.

Q. Where are you located? A. No. 317 North Second Street.

Q. What volume of business do you do in a year? A. About half a million dollars' worth.

Q. Do you ship goods in and out of St. Louis, across the river? A. Yes, sir.

Q. Prior to January 1, 1906, how did you get your goods across the river? A. We used to have our goods in carload lots remain in East St. Louis, and we would haul them with our own teams from East St. Louis to St. Louis, because the railroad companies would allow us two cents per hundred difference in the bridge arbitrary between East St. Louis and St. Louis, and we would get our goods quicker that way than if they would come over by the Terminal Railroad Association—

Q. You mean by rail? A. Yes, sir.

Q. At that time, how did you get your goods out of St. Louis for Illinois territory? A. At the beginning of the year we started to deliver our goods to East St. Louis for Illinois points, to the different railroads at East St. Louis, and we would have our draymen put down on the bottom of the bill of lading, "Transfer charges, so much"—because the rates from East St. Louis and St. Louis are four cents per hundred difference. The railroad company would invariably put on their expense bill, at the other end, "Advanced charges, so much;" and when our customers would remit, they would deduct that, and say, "We don't pay any drayage charge, or transfer charge." Our competition is very heavy, on account of the wholesale grocers being all over the State of Illinois; so we would have to lose that four cents per hundred. I took the matter up with the different railroads, and asked them if they couldn't put the four cents into the rate, and not have it show as "advanced charges." They wrote me back that they couldn't do that. In order to avoid that, we deliver our goods now to the St.

Louis Transfer Company, at Fifth and Spruce, and they take it across the river, and we don't have that trouble any more, and we don't have to allow those charges.

There is only one complaint about the delivery to the Transfer Company, and that is that the goods get delayed. Sometimes they are two or three days behind time. We often have complaints over in Illinois, about delays in shipment, and why it takes so long.

Q. Do you know why that delay occurs? A. I think sometimes it is blocked with the St. Louis Transfer Company having more freight than they can handle. I cannot account for it in any other way.

Q. Prior to January 1st, 1906, how did you handle your shipments that were going out of St. Louis? A. This is out of St. Louis that I am speaking of.

Q. Prior to the 1st of January, did you handle them that way? A. Prior to the 1st of January my business was in a different locality than it is this year. My business, prior to January, 1906, was all southern business, and the rates to St. Louis and East St. Louis were alike, and it didn't pay me to go to East St. Louis.

Q. In what territory was your business? A. South of the Ohio River.

Q. In Green Line territory? A. Yes, sir.

Q. Have you had any delays or trouble in handling goods in and out of St. Louis, prior to, say, a year ago this month? A. Not as much as we have now. We have sometimes had a delay, but this year the delay is something fierce. I just checked up before I came up here, and I had a carload of soap shipped from Pittsburg, that was in East St. Louis on September 12th, and I ordered it over to the Terminal, either to the Carr Street Terminal track, or to Eighth and Gratiot Streets, and we got it on the 24th. I had to write the party an explanation of why we did not remit for that soap earlier, on account of the delay in get-

ting it. I have some goods, some car-loads of tomatoes, that I ordered ten days ago, over from East St. Louis, and I don't know where they are, and I don't know when I am going to get them.

Q. When you ship goods to points in Illinois, and haul them over to East St. Louis, and deliver them to the railroad company over there, I will ask you to state whether or not the railroad company will now allow you anything for the hauling? A. If you put on their advanced charged, four cents per hundred, they will pay it to the driver, and put it on their expense bill, and the party at the other end has to pay it.

Q. And if you deliver the goods to the St. Louis Transfer Company, under the present conditions here, how is it? A. We don't pay anything. We pay only our teamster to haul from our place of business to the St. Louis Transfer Company.

Q. And who pays the St. Louis Transfer Company? A. I suppose the railroad company.

Q. How do they collect their money? A. I suppose they make a bill against them.

Q. I say, how does the railroad company collect its money? A. At the other end, from the customer.

Q. From the consignee? A. Yes, sir.

Q. And that was the trouble when you put it on your expense account? A. Yes, sir, they deducted it.

Q. You have been in business here twenty-three or twenty-four years? A. I have been in business here thirty-four years.

Q. In this line? A. I am connected with an old line of business that I pay no attention to now, but my old business was hides, wool, and fur.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. The Railroad Company includes now what you might call the transfer charge in the whole rate—practically one

rate, and it includes the transfer charge? A. You mean for getting across the river, or bringing goods this way?

Q. For shipping out? A. I suppose they do, but I don't know. I had a car-load of goods here the other day that came in from Madison, Indiana. In paying the freight bill from the Terminal Railroad Association, I noticed the freight was one price, and the transfer charge so much. I have been informed that the transfer charge on that class of goods would be only one-half a cent, so I asked, "How do you charge here, two cents, when I understood the rate was one-half a cent a hundred?" He said it was a mistake on the part of the Terminal Company in putting two cents on that expense bill. The rate from Madison to St. Louis is fifteen and a half cents. The rate from Madison to East St. Louis is fifteen cents a hundred. In other words, the railroad company pays the Terminal Railroad Association an additional one and a half cents per hundred, but they will not allow it to us.

Now, if this delay in shipments would not occur, and the railroads treated us in the same manner as they treat the Terminal Association, and allowed us the two cents off, there would not be such congestion as at present. But we can't afford to haul goods across the river at a half a cent a hundred.

Q. Why would there not be congestion? A. Because we would haul our goods to East St. Louis, and go over and get them. If they would give us the two cents per hundred, we would not give it to the Terminal Railroad Association, because the Terminal Railroad Association is too long in getting it.

Q. You would want a two-cent less rate to St. Louis than East St. Louis? A. Yes, sir; that's the way it was formerly, but now they don't.

Q. They now make it the same rate? A. One-half a cent

on canned goods, half a cent less to St. Louis than East St. Louis.

Q. You think the rate to St. Louis ought to be less than to East St. Louis? A. No, sir; there ought to be two cents difference between the two rates, as formerly.

Q. You think the rate should be raised to St. Louis? A. No, sir; not raised.

Q. You think they should be lowered? A. There is only half a cent difference now.

Q. You think it would help if they would raise the rate? A. No, sir, leave the rate as it is, but give us the two cents off.

Q. Make it two cents higher than to East St. Louis? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. You think the railroad companies, to relieve the congestion, should allow the shippers two cents for doing the hauling? A. Yes, sir.

Q. And let them do their own hauling? A. Yes, sir.

Q. Is there any difference now if you do business with the St. Louis Transfer Company, or any other company, in sending out freight? A. There is no difference. The railroads recognize the St. Louis Transfer Company to a larger extent than they do private companies.

Q. If you deliver freight to any other transfer company than the St. Louis Transfer Company, they will not pay the transfer charges? A. They do.

Q. What company? A. If the driver doesn't ask for it, the party in the country pays the rate only from East St. Louis. But if the driver asks for the transfer they give it to him, and they put it on the expense bill.

Q. The consignee pays it? A. Yes, sir, the consignee pays it.

Q. The railroad company doesn't pay it? A. No, sir.

JAMES A. McCONNELL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. James A. McConnell; St. Louis, Mo.; credit man for Marx & Haas Clothing Co.

Q. Where is their place of business? A. Thirteenth and Washington Avenue, St. Louis.

Q. What class of goods do they manufacture? A. Clothing.

Q. Do you ship goods to Illinois? A. Yes, sir.

Q. Do you receive goods from the other side of the river? A. Yes, sir.

Q. Have you had any trouble in receiving and shipping goods? A. We have had a good deal of delay, on both incoming and outgoing freight.

Q. To what extent? A. All the way from a day up to months.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. A day up to months? A. Yes, sir.

Q. When did you have a delay amounting to months? A. On a shipment to Garland, Tennessee. The way-bill date is "4-23," which is April 23rd; "Delivered Sept. 13th," to the consignee, and as a consequence we had to accept the return of the goods.

Q. Did you look that up, to see what was the cause of that delay? A. It is impossible to say what that is due to. There was delay somewhere on the line.

Q. But you don't know where that was? A. No, sir, it is impossible to say where that was.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Have you had any trouble with your inbound shipments? A. Quite a good deal.

Q. Have you located those? A. Very often we find the difference in time between when the goods arrive in East St. Louis and the time they get over here.

Q. How long? A. All the way from days to a week.

Q. How far is it from here to Garland, Tennessee? A. I cannot say. I am not posted on that subject.

EUGENE SARBER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. Eugene Sarber; St. Louis, Mo.; Representative of the International Association of Machinists.

Q. How long have you lived in St. Louis? A. Twenty-five years.

Q. Are you acquainted with the location of Madison and Granite City, Illinois? A. Yes, sir.

Q. Do you know whether or not those towns are on the Merchants' Bridge Terminal Railway? A. Yes, sir, they are.

Q. Are there any manufacturing plants located at Granite City and Madison? A. Quite a number of them.

Q. What are they? Name them. A. The American Steel Foundries; Commonwealth Steel Foundries; National Enamelling and Stamping Company's stamping plant and tin plant; The Hoyt Metal Company; The St. Louis Metal & Preserving Company; and a number of smaller plants.

Q. Have you any idea as to about how many men are employed in those different industries you have mentioned,

at these two towns of Madison & Granite City? A. From six to ten thousand, depending upon the way the plants are operated. Of course the steel plants and mills at certain seasons of the year close down.

Q. Do you know where the majority of these men that work in these shops live? A. The majority of them live in St. Louis.

Q. Do you know how they get backward and forward to their work? A. I can say that most of them use the Terminal train.

Q. When you say "Terminal," do you mean the Merchants Bridge Railway Terminal? A. Yes, sir; the Merchants' Bridge & Terminal, I believe it is called.

Q. What points do they start from, and which one of the bridges do they go over? A. The one that goes to Granite City, the Terminal train, starts from the Union Station, and Seventh & Gratiot, and goes across the Merchants' Bridge, stopping at Washington Avenue, North Market Street, Bremen Avenue, Cass Avenue, and at Madison.

Q. Do you know anything about the size of these morning trains, as to the number of coaches? A. Which train do you mean? One train goes at 4:30 in the morning.

Q. I will show you a time-card of the Merchants' Bridge Terminal Railway Company, and ask you if you can indicate on that the trains that carry the greater number of passenger coaches to and from Madison and Granite City, Ill., and St. Louis, Mo. A. The 6:10 a. m. train, and the 6:15 —there are two of them. There is another one at 7:05 a. m. Those are the heaviest trains. They carry the help to the steel plants, the stamping company, and to the glucose works in the mornings.

Q. These plants are not under the control of any railroad? A. As to that I cannot answer.

Q. They are not run, so far as you know, by the Merchants' Bridge Terminal Railway Company, or the Terminal

Railroad Association of St. Louis? A. The business I have transacted with them would indicate that the steel foundries are run by the American Steel Foundries Company, consolidated. The Stamping Company's general office is in New York. They operate the stamping foundry and the rolling mill. The glucose company is now owned by the American Refining Company.

Q. What other trains besides the ones you mentioned, are run? A. I have ridden on trains from half-past four in the morning up until seven in the evening. They run along about two or three hours apart. The regular work trains carrying the men go from half-past six to eight in the morning, and going back, run from half-past four to seven o'clock in the evening.

Q. Did you pay any fare on these trains? A. I paid cash fare on the train, and also bought a ticket at the ticket office at Third and Washington Avenue.

Q. What is the fare from St. Louis to Madison? A. The cash fare on the train is fifteen to twenty-five cents, whichever the conductor feels disposed to charge you. They claim the right to charge you the full fare of twenty-five cents, if you have not a ticket. Sometimes I have not had a ticket, and they collected only fifteen cents.

Q. If you buy a ticket, what does it cost? A. Fifteen cents for single fare, twenty-five cents for round trip, and if you buy a ten-ride ticket it is one dollar.

Q. If you buy a one-way ticket how much is it? A. Fifteen cents.

Q. Is any reduction ever given to any one? A. The workingmen pay three dollars a month, or virtually five cents a ride from St. Louis to Madison.

Q. Are these passenger trains? A. They are the same as any other passenger trains, but not of very fine texture.

Q. Is there anything on the cars to indicate what road

they belong to? A. Yes, sir, the tickets read "Merchants' Bridge Terminal Railway Company."

Q. Is there anything on the cars to indicate what road they belong to? A. Yes, sir; so far as I have seen they say, "Terminal," and some are marked "Terminal Railway Company," and some "Merchants' Bridge Terminal Railway Company."

Q. Do you know what locomotives haul these trains? A. The Merchants' Bridge locomotives, or the East St. Louis Connecting Railway Company's locomotives. The reason I say that is because I have made agreements for the employment of machinists who repaired locomotives for that company.

Q. Are there any other cars besides passenger coaches attached to these trains? A. Yes, sir; there is what is called a combination passenger and baggage coach.

Q. Is there anything other than passengers carried on these trains—freight or express, for instance? A. Yes, sir, I have seen express and freight carried on them.

Q. Broken packages? A. Yes, sir; broken packages.

Q. In what car would that be carried? A. In the combination baggage and passenger coach.

Q. Do you recognize this as the time-card of the Merchants' Bridge Terminal Railway Company? A. (After examining paper) Yes, sir.

Q. What is the date of it? A. There is no date on it. It is the same as I have in my office for reference when I want to catch a train.

Q. I will ask you if that is a schedule of the trains now, and has been for some months? A. I don't know whether it is the schedule to-day, it might have been changed. But it was Friday, and also on Monday of this week, because I went over on the 12:08, and came back on the 1:15 train on Monday; and I see those trains are scheduled on this time-card.

Q. Do you know whether anybody but workmen living in St. Louis ride backward and forward on those trains? A. Yes, sir, residents and merchants in Granite City, and Madison.

Q. Anybody can buy tickets for that train? A. Yes, sir, they have a ticket office and agents.

Q. Do you know whether there is any freight shipped in and out of Madison and Granite City, and those points there, to St. Louis, by this road? A. I know several merchants there, and I have met them and seen them down at the station getting their freight. I presume it came over that road.

Q. I will ask you if the Merchants' Bridge Terminal Railway Company has a depot in Granite City and Madison? A. There is a station there in which they have an office. Whether it is theirs or not I do not know.

Q. Have they a freight depot besides the passenger station? A. On this side?

Q. On the other side? A. I don't know. It is all one station. They put the freight on the platform, what freight I have seen there is put on the platform.

Q. Have they a passenger station on this side? A. All I know of is what is at Third and Washington Avenue, or the Union Station.

Q. Is there any up north of the Merchants' Bridge? A. There is one on North Market Street, and one on Bremen Avenue, used for passengers on that train.

Q. Do they carry passengers between stations on their road, other than Madison, Granite City and St. Louis? A. Yes, sir, they carry passengers from Madison to Granite City, and they carry passengers to any of those way stations; you can get on and off the trains.

Q. Do you know whether or not the Terminal Railroad Association has any freight station in this city? A. At Twelfth and Poplar Streets.

Q. Do you know anything about the extent of that station? Have you seen it? A. Just casually.

Q. Generally speaking, is it large or small? A. Oh, I think it is considered a small station, speaking of railroad freight stations.

Q. Would you consider it small? A. Yes, sir, for a railroad company.

Q. Have they any others? A. Not to my knowledge.

Q. Do you know whether the Terminal Railroad Association has any machine shops, such as railroads frequently or usually have? A. Yes, sir; they have one.

Q. Where is it located? A. It lies between Brooklyn and East St. Louis; the post-office address is Lovejoy post-office.

Q. Is it on the tracks of the Merchants' Bridge Terminal Railway Company, or the Terminal Railroad Association? A. I don't know. I wouldn't know where their tracks start. But is is not on the road that goes to Granite City and Madison.

Q. It is between the two bridges? A. Yes, sir, between the two bridges. It is between the Merchants' Bridge and the Eads' Bridge, and is reached by going over the Eads' Bridge, and over the Terminal tracks up through the stock-yards.

Q. How far north of the Eads' Bridge would you judge that plant is located? A. About two and a half or two miles—about two and a half miles.

Q. Do you know anything about the size and extent of those machine shops of the Terminal Railroad Association, which you have mentioned? A. Yes, sir; they have what I consider—Well, they have the largest and best equipped machine shops of any railroad in this locality.

Q. Larger than any in St. Louis? A. Yes, sir.

Q. How many men do they employ in the machine shops? A. Seventy-five to one hundred.

Q. Do you know what class of work they do there? A. Exclusively the maintaining and rebuilding of locomotives, passenger and freight locomotives.

Q. For themselves alone, or for their road and other roads? A. Well, extensively for their own road. I wouldn't say but what they don't do, sometimes, in an emergency, running repairs for other roads.

Q. What do you mean by "running repairs?" A. In case they have a broken down engine, the engine dies, or something happens to it, when it has to make a trip, and it wants to return to the train, and the shops of the road to which the engine belongs are in some other locality—it doesn't hold up the engine, but will repair it, or something like that they do.

Q. What about the equipment of that shop? A. I think it is the best equipped shop in this part of the country. It is what is known as an individually equipped shop, each machine being equipped with an individual motor. It is an up-to-date shop.

Q. Are you a practical machinist? A. Yes, sir.

Q. You understand, then, what would be a good shop? A. Yes, sir.

Q. Do you know where those men live who work in this shop at Brooklyn? A. I should say ninety per cent of them live in St. Louis, and ten per cent in East St. Louis.

Q. How do they get to St. Louis, if you know? A. On a train operated by the company, known as "The work-train."

Q. A train of the Terminal Railroad Association? A. Yes, sir.

Q. Over what bridge does that train go backward and forward? A. Over the Eads' Bridge.

Q. Do you know whether that train carries any one else beside those workmen? A. Yes, sir, it carries, I guess, anybody that will get on it.

Q. Have you ridden on it? A. Yes, sir, I have ridden on it.

Q. Did you pay fare? A. Yes, sir.

Q. Do you know whether it runs to any other point besides these shops? A. It stops right back of the stockyards, and takes on and lets off passengers for the stockyards, at a place known as "Black Bridge."

Q. Do you know whether or not there are many men employed at the stock yards who live at St. Louis? A. Quite a number.

Q. Do they ride on that train? A. A few do.

Q. Do they pay fare? A. I presume they do.

Q. Do you know whether the Terminal Railroad Association runs any other train over the Eads' Bridge? A. You mean a train of their own?

Q. Yes. A. They run one to the stock yards. They run a train called the "Bull train," in the morning.

Q. What do you mean by that term, "Bull train?" A. I don't know. It is just known as that.

Q. What kind of a train is it, freight or passenger? A. It is a passenger train.

Q. What class of people does it haul? A. It carries employees of the stock yards, mostly, but other people, too.

Q. Do they pay fare? A. Yes, sir; they pay fifteen cents a round trip. That is what I pay. I don't know what they pay, but I presume the same amount.

CROSS EXAMINATION, BY MR. F. W. LEHMANN:

Q. You say you are the representative of the International Association of Machinists? A. Yes, sir.

Q. What is that organization? A. It is a labor organization, an association of machinists throughout the United States, Canada, Mexico, and all the possessions.

Q. The craftsmen? A. Yes, sir.

Q. Who make machinery? A. Yes, sir.

Q. How comprehensive is that, as to the classes of mechanics into which it enters? A. It prohibits—

Q. What does it embrace? A. It embraces all men who are employed in the making or repairing of machinery, or metal parts thereof.

Q. You were about to say what it prohibits? A. Nobody except a competent machinist will be admitted to membership.

Q. Can you tell us how far it is from Union Station to Granite City? A. Well, I don't know the exact mileage.

Q. Not exactly, but approximately? A. I consider it about five miles.

Q. And it is across from the northern part of the city of St. Louis, on the east side of the river? A. Yes, sir.

Q. It is practically a suburb of St. Louis—I am speaking generally? A. Yes, sir, I would so consider it.

Q. Not in a municipal sense, but in a practical sense? A. Yes, sir.

Q. How far would you say it is from the Merchants' Bridge to Union Station? A. I guess that is about three miles.

Q. You spoke of Madison, also: how far is it from Madison to Granite City? A. Well, from Madison to Granite City, I should not consider it over a mile or a mile and a half; it is a four-minutes' run.

Q. Which is the farthest away from St. Louis, taking it on the line of the Merchants' Bridge Terminal Railway? A. From St. Louis?

Q. Yes. A. Do you mean Madison or Granite City?

Q. Yes. A. Granite City is.

Q. You have mentioned the number of industries which are in those two cities: now there are industries throughout the whole of what might be called the East St. Louis territory, aren't there, all along, up and down the river? A.

You mean by "East St. Louis," dividing it where Venice starts?

Q. By East St. Louis I mean the different communities that are grouped on the other side of the Mississippi River, and are opposite the City of St. Louis? A. In Madison there is only one—well, there are two—one virtually. That is the St. Louis Car Company, or the Missouri Car and Foundry Company's extensive plant. That includes the car plant, and the old Helmsbacher Rolling Mill, which they purchased and transferred to that side of the river, making it a part of their plant. That is the only industry I know of in Madison.

Venice has none since the glucose works were closed up there. There are some cooperage works there, I don't know the name, but lying some place between Madison and Granite City. Of course, in East St. Louis there are a number.

Q. There are mills, and elevators, over there? A. Yes, sir.

Q. Cotton compresses? A. Yes, sir.

Q. And industries of various kinds? A. Yes, sir, in East St. Louis.

Q. You spoke of Brooklyn: that is a little village on the east side? A. Yes, sir.

Q. And closer to St. Louis than Granite City or Madison? A. Yes, sir.

Q. You were speaking about a shop, and I missed just a few words of what you said: was that a shop of the Terminal Railroad Association, the one you spoke of as being up-to-date? A. Yes, sir, that is their machine shop.

Q. That is the machine shop of the Terminal Railroad Association? A. I know it by its full title, in making contracts with them: The St. Louis Merchants' Bridge and East St. Louis Connecting Railway.

Q. That is the shop of the Merchants' Bridge Terminal

Railway Company? A. Yes sir, the Terminal Railway Company, of all their rolling stock.

Q. You have identified a time-card of the St. Louis Merchants' Bridge Terminal Railway Company, which gives the trains running over that road, substantially speaking, at the present time, unless there has been a change very recently? A. Yes, sir.

Q. And you say the charge on that is fifteen cents when the collection is made on the train? A. That is, that is the fare; yau can buy a ticket for fifteen cents; or, if you pay your fare on the train, they reserve the right to charge the full fare. But I never paid over fifteen cents.

Q. Is that paid, regardless of the distance traveled? A. You can ride from the bridge to North Market Street, or from the bridge to Bremen Avenue, for five cents.

Q. They make between here and Granite City, counting up here on this time-card—there are ten stations as I count them on this time-card? A. Yes, sir. Some of the trains originate from Union Station, and some originate from Seventh and Gratiot Streets, and do not enter the Station at all.

Q. These trains do practically a suburban service? A. Considering Madison and Granite City suburban towns, yes, sir. They do not go any further, to my knowledge.

Q. And the country on the east side of the river, until you go back several miles, is low, flat country, isn't it—Mississippi River bottom lands? A. After you cross the Merchants' Bridge?

Q. Yes. And the country on the west side is high and roiling, compared to that on the east side? A. Well, it would depend upon what locality you take it.

Q. Take this city here, the main part. A. Yes, sir.

Q. And these people prefer to live on the west side of the river, although working on the east side? A. I presume so.

Q. And these trains are run for their convenience? A.

I believe they are run for the convenience of those people there, yes, sir.

Q. And the Brooklyn train is a train substantially like one of these noted on this time-card? A. Well, no, I wouldn't say that. The Brooklyn train was put on, virtually, at the suggestion of our organization; the men not wanting to work there unless means of transportation were furnished them. The shops were formerly on this side of the river, and they transferred them to the other side, and the men would not pay the extra carfare it would cost them to go to those shops; and that train didn't operate, to my knowledge, until the shops were put on that side of the river.

Q. So the inducement to that train was the existence of the shops on the other side of the river? A. Yes, sir, I guess the existence of the shops depended on the putting on of that train, because the men wouldn't work there otherwise.

Q. And so, in pursuance of a request of your association, on behalf of your members working there, and essentially for their convenience, this train was put on? A. We never made any formal request for it. Before the necessity arose for that, they put it on, realizing that they could not get the men to go there without it.

Q. There are street car facilities of some kind between Granite City and St. Louis, aren't there? A. Yes, sir.

Q. But this service rendered by the St. Louis Merchants' Bridge Terminal Railway Company, between Granite City and Madison to St. Louis, is rather better and cheaper than the street car service? A. It is no cheaper, but it is better and quicker.

Q. Isn't it really cheaper? A. For the workmen, yes. I don' think they can get the same fare on the street cars.

Q. I understood you to say that where they bought a monthly ticket, it was five cents a trip? A. Yes, sir.

Q. Then they have a ticket that is good for a ride each

way, each day, for the thirty days in the month, for three dollars? A. Yes, sir, that is it.

Q. And if they take the street cars, they would have to make a number of— Could they go on one line from St. Louis? A. No, sir, they have to transfer.

Q. On the east side there would be a transfer, and they would have to pay for the transfer? A. Yes, sir.

Q. It is not a free transfer, I mean? A. No, sir.

Q. The same thing is true of the Brooklyn station; that is, that there are street car connections there, but not so good? A. Not so good. They would have to walk some.

Q. Then you say there is another train that goes to the stock-yards, called the "Bull train." I presume it is called the "bull train" because it runs to the stock-yards? A. I presume so.

Q. There is street car connections also between St. Louis and the stock yards? A. Yes, sir.

Q. But, again, this train furnishes rather better facilities and cheaper, than the street cars? A. Yes, sir, it is cheaper than the street cars.

Q. And the East St. Louis line, approximately speaking, would run along at the east end of the bridge? A. You mean the street car?

Q. Yes. A. No, sir, they take you clear to the stock yards for ten cents.

Q. And coming from the stock yards? A. They land them on the east side of the bridge.

Q. And then they would have to transfer there and take the car across to this side, that is, starting from the stock yards? A. The street cars take you from the stock yards clear across the bridge to the Missouri side.

Q. Would that require two fares? A. One fare of ten cents.

Q. While on this "bull train," it would be a single fare

of five cents, provided you had a monthly ticket? A. A single trip is seven and a half cents, and a round trip fare fifteen cents.

Q. Then that would bring them further into the city than the East St. Louis lines do? A. I don't know whether that train goes into Union Station or not. I always take it at Washington Avenue, and most all these people get off both those trains there.

Q. On the elevated? A. No, sir, on the Eads Bridge; at the Washington Avenue station of the Terminal Railroad Association.

Q. It goes through the tunnel? A. Yes, sir.

Q. It must have a terminus further into the city; it must go through the tunnel? A. Yes, sir, I suppose so.

Q. I notice on this time-card that they give the rates for a single trip at fifteen cents; round trip twenty-five cents; ten rides, one dollar; saying nothing about the monthly ticket. But you have knowledge of the fact that they do issue a ticket of that kind? A. Yes, sir, I have knowledge of the fact that they do issue a ticket of that kind.

Q. And that is issued to whomsoever chooses to get it? A. I won't say about that. I think it is issued through an order from these companies, if you say you are an employe of these companies. Although I do know that they issue a six months or yearly ticket in Granite City. I believe that is even cheaper, but I am not positive on that point.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Mr. Sarber, I will get you to state if you know how long the condition you have described relative to the running of trains on the Merchants' Bridge Terminal Railway Company has existed? A. You mean where to?

Q. To Granite City. A. Oh, about fifteen years, to my knowledge.

Q. I will get you to state if you know about the time

that the old Madison race tracks ran in the State of Illinois, outside East St. Louis? A. Yes, sir.

Q. Do you know whether the Merchants' Bridge Terminal Railway Company ran trains carrying passengers to those grounds in that city? A. Yes, sir, they ran trains over there at that time, and to Madison when the pool-rooms were at Madison.

Q. Was fare charged? A. Yes, sir.

Q. How long did that continue—do you know? A. It continued as long as the pool-roms lasted over there.

Q. A month or a year? A. I don't know. I have no knowledge; but for a month anyway.

Q. Where did those trains come from? A. The Union Station, St. Louis, Mo.

Q. And they went where? A. To Madison and Granite City, Illinois.

GEORGE T. McCLURE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation? A. George T. McClure; St. Louis, Mo.; Traffic Manager for the Rice-Stix Dry Goods Company.

Q. What is your business as traffic manager of the Rice-Stix Dry Goods Company? A. I handle all traffic matters, and matters pertaining to the railroads.

Q. Prior to a year ago this month, October, 1906, did your firm handle goods in and out of St. Louis from points across the Mississippi River, eastward? A. Yes, sir.

Q. Take your outbound shipments, at that period of time, and describe the method you followed in getting them over there? A. At that time we hauled to East St. Louis a majority of our business, with the exception of the time

of the year we stored for future delivery, and then we tried to store with the St. Louis Transfer Company, to save the charges.

Q. You mean you hauled by team? A. Yes, sir, generally.

Q. At that period of time, how did you get your inbound stuff? A. The inbound for the last two years, I believe it is, has come by the Terminal Railroad Association, almost exclusively.

Q. Prior to that time, how did you get it? A. Prior to that time we hauled it. That is, we have a boss drayman who does all our hauling, and he hauled from East St. Louis— No, the Weber Company hauled it at that time.

Q. What was the reason for hauling it? A. It was an old custom, is really all the reason, at that time.

Q. Did you make any time by it? A. The time was good for awhile, and then they allowed forty-eight hours' free time, and we began taking that, before storage started, and I switched it to the Terminal Railroad Association, on that account. It is really cheaper than what we paid Weber.

Q. Have you ever experienced any delays in your inbound and outbound shipments? A. We have, both on inbound and outbound.

Q. Do you know where those delays originated? A. Yes, sir; I investigated personally a great number of them.

Q. And what did you find? A. I found the Terminal was at fault in many instances; and in many instances the railroad on the east side was at fault. The average time to get goods across the river for us is two or three days. Sometimes we get it on the same day; that is, out of ten cases I investigated recently there was one made it on one day—I believe it was ten or twelve cases—but one made it

in one day, and several made it in two days, and quite a number made it in three.

Q. After its arrival in East St. Louis? A. Yes, sir.

Q. I will get you to state whether or not your house ever kept a man over in the yards to help get your cars out? A. No, sir. When I went there first I was really hired for that purpose, but not exclusively. I was to give other matters my attention, but I was to get the goods across the river.

Q. Did you spend part of your time in the yards? A. I spent about three hours a day, I should judge.

Q. What were your duties? A. I would get after some shipment we were after, and have it brought over.

Q. What would you do? A. If I could get it brought over promptly, in such condition to have it loaded immediately, I would have it loaded into the car, and, if it was necessary to have it hauled, I would have it hauled over.

Q. Did it cost you anything to have it set around? A. Most of our freight is in less than carload lots. I have most of our goods concentrated at Newport News. This would be from points like, say, Chicago, or any place where we didn't have carload shipments.

Q. What business do you do here? A. Eight or ten cars a day, at this time of year. Then we have a large amount of pick-up freight on the platforms, consigned from various roads on the other side of the river.

Q. Less than carload lots? A. Yes, sir.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. You say you made it your business to go over there and facilitate the transmission of freight from the other side to this side of the river? A. Yes, sir.

Q. The situation over there is that there are miles and miles of side tracks there in East St. Louis? A. Yes, sir.

Q. And thousands of cars over there all the time, I take it? A. Yes, sir.

Q. And a car may be on a track, shut in by a great many other cars, and you found you could render service by locating the car, and thus get your shipments in quicker? A. Yes, sir, when in carload lots. Or I might find it on the platform—I might find the missing shipment I was after on the platform.

Q. You would find a shipment had been delayed, and when you came to look it up it was on the platform of the railroad company? A. Yes, sir.

Q. What is the annual volume of business of Rice-Stix & Company? A. That is very hard to determine. At this season of the year we receive from five to six hundred packages a day. We receive in the busy season as high as twelve hundred—or even a larger number, at certain rush times.

Q. I am not sure I understood what you said; you say most of your freight comes in packages, less than carload lots? A. It originates in less than carload lots, and I try to have that concentrated in carload lots at Newport News, to save the delay at East St. Louis, of rehandling.

Q. The result of your efforts there, in concentrating at Newport News, is to make most of your shipments in here carload shipments? A. We try to do that.

Q. Is that the result? A. Yes, sir.

Q. How long has the Rice-Stix Dry Goods Company been in business here? A. I am not sure of that. I have been with them about four years. They have been here for ten or fifteen years before that.

Q. The volume of business during the time you have had opportunity to observe it has been constantly increasing? A. Yes, sir, every year.

Q. And it is a larger volume this year than ever before? A. Yes, sir, larger this year. There were two thousand

more packages in the warehouse this year than last year. I would like to say that the Terminal Railroad Association officials have always done everything they could possibly do to facilitate everything, and the friendliest feelings have always existed.

Q. I was about to ask you to explain in detail just what occurs in the matter of getting freight over from East St. Louis to your warehouse, or wherever you may choose to have it go, after the car arrives in East St. Louis, on the railroad bringing it in. Start there where the railroad ends—not the Terminal Railroad, but the shipping company. A. Our business when coming in on the L. & N.—we try to use a west side line exclusively if we can.

Q. But take the shipment that comes into East St. Louis — Well, go on with the L. & N. Give us the detail of that. A. The L. & N., when the car gets to East St. Louis, a card is put on each side saying, "Rush freight for Rice-Stix, St. Louis, Mo., to be delivered to Track No. 6." That is down here on 11th & Poplar Streets.

Q. Who puts those cards on there? A. The L. & N. Railroad Company. That should facilitate the handling of it very materially. Mr. Johnson has promised to look after that specially.

Q. What happens? That car gets there with that card on it? A. That car is taken out and sent up to the Terminal Railroad Association tracks, placed where the Terminal Railroad Association's engine can come and get it.

Q. Who does the first service? A. The L. & N. puts it on the connecting track.

Q. Connecting track of the Terminal Railroad? A. Yes, sir; that is all the further you want to go?

Q. No, sir, I want to get to your warehouse. A. The Terminal Railroad Association takes it off that track, and I believe puts it in a train that goes to the Cupples Station—that is the way they used to handle it when I investigated it.

It is taken off there, and placed on Track No. 6, if it is not full. If it is full they unload it in the freight warehouse at Twelfth & Spruce; and we haul it from one of those places to our warehouse.

Q. And your warehouse is where? A. Tenth & Spruce. That is about half a block from track No. 6.

Q. It is about half a block from the tracks of the Terminal Railroad Association? A. Yes, sir.

Q. Now take a parcel coming in, and follow it in the same way, if you please? A. Take a case from Chicago, where we use the Illinois Central, a package woud come down to East St. Louis, and they would load that into a Twelfth Street car.

Q. Where would that be loaded? A. That would be loaded in East St. Louis, in some car that was to go to the Twelfth Street warehouse.

Q. But first, when the Illinois Central brings it in? A. They would unload it, of course, at their depot on the levee.

Q. Then what would be done? A. Then they would reload it again.

Q. But somebody has to know it is there: how does anybody know it is there, aside from the carrier that brings it in? A. Nobody would know.

Q. Don't they send out some notice? A. No, sir, they have standing instructions to send all our freight to St. Louis over the Terminal road.

Q. To whom are those instructions given? A. To R. L. Wells, agent of the Illinois Central.

Q. Then it is unloaded by the Illinois Central? A. It is unloaded at the local platform, and reloaded into a car that is to come to Twelfth Street. It is unloaded at Twelfth Street. And then, of course, freight makes very bad time; that is, not car-load lots; and it takes frequently four or five days. I don't know that I ought to say four or five

days all the time, for sometimes it gets here on the second day.

Q. It is unloaded at Twelfth Street; and is that the end of the handling by the railroads? A. Yes, sir. Then we come down there every day, and clean the platform up; take everything that is on the platform. They send us a notice, but we don't pay much attention to that, because we take everything that is there every day.

Q. You would go, independently of any notice? A. Yes, sir.

Q. Now, taking parcel freight out of St. Louis, from Rice-Stix & Company— A. Via the Terminal Railroad Association?

Q. Yes, and sending it east. I assume you do business to the eastward? A. Well, we only go to Indiana and Illinois. I believe we haven't an account east of there— and the Ohio River.

Q. Follow a parcel from your store, or warehouse, across the river, until the carrier that is to take it to its destination gets it? A. We have been a little unfortunate with that lately. Part of that is due to ourselves, the way we would get the shipment out of the packing room, getting it out too late. We sent a package to Murphysboro, to the Young Dry Goods Co.; they want their goods the next day, and must have them. If we deliver that shipment to the Terminal Association at 4:45, the Young Dry Goods Company will never get it under four days. The reason for that is, that the Illinois Central have quite a number of cars on track No. 8, I believe it is called, and they load Murphysboro freight into the local car—that is, local from Murphysboro to Belleville; that is freight is put in there for points between those places. If we happen to miss that car, they won't allow us to load it into another car, but it is put on the platform of the Terminal Company, and they load it local to East St. Louis, because they would have to take it

out of the car, and across the tracks, in order to get it on the Illinois Central. They have a noonday pull, and a four o'clock pull, but we do not always catch that. It generally takes four days, then, to get to destination. The Illinois Central is the only road that has those through cars, except the C. & A. They have a Chicago and a Kansas City car, if the tonnage justifies it. But I don't believe there is another road that has a through car, that does not break bulk at East St. Louis.

Q. The difficulty you suggest there is created by the railroad company, rather than by the Terminal Association, isn't it? A. Well, I believe the Illinois Central, if they would hold that car open a little longer—I have that up with Mr. P— now.

Q. That is an Illinois Central proposition? A. Yes, you might say it is. But if the Terminal would load that from their warehouse, and keep those cars there until five o'clock, which they could do—they could then load it, and if you happened to miss that car it would go out the next day.

Q. But they couldn't hold the Illinois Central longer? A. They could ten minutes, because it takes ten minutes longer to switch it from there than from the warehouse, on account of Simmons Hardware Company being in there.

Q. But the Illinois Central Company determines how long its cars may stay upon the Terminal Association's tracks? A. Yes, sir, they have that privilege.

Q. You were speaking of this Murphysboro shipment: how far is Murphysboro from here? A. I cannot say exactly.

Q. Approximately? A. As a rough guess, I should judge about ninety-seven miles, or something like that—But that is a mere guess.

Q. And the people you ship to there you say want their goods the next day? A. Yes, sir.

Q. By "next day," what is it you mean? The next day

after they send in their order? They send in their order one day, and want the goods the next day? A. I get at it the same day, yes, sir; get it out.

Q. If I understood you correctly, if you get the goods down there in time for that Illinois Central car, then you could meet their expectations and get the goods down the next day? A. I believe, generally, that would have been a fact, although we have had packages that have been delayed outside of that, and the Illinois Central claimed that the Terminal Company missed their connection on three separate days, one after another—But that is an exception.

Q. I presume accidents will occur, everywhere? A. sir.

Q. But, taking the thing as it usually occurs: If you get your shipments to this loading place in time to get it in the car, it will reach Murphysboro the next day? A. Yes, sir, I believe generally it will reach there.

Q. You made some remarks there with reference to switching: that is in the terminals on the west side here, that the Simmons Hardware Company is? A. Yes, sir.

Q. Conditions on the west side with respect to railroads, terminals, and switches, are very much crowded? A. Yes, sir; very much.

Q. Isn't there distinctly a lack of room? A. Very decidedly.

Q. So that conditions would be very much aided if there were more switching tracks, and more yards, where you could load and unload? A. Yes, sir, there should be. But that would not prevent— We could not meet Chicago competition, or cities of that kind, anyhow, if you have to load cars here and have them break bulk at East St. Louis. The only thing that will ever help up there is to load the cars here just as in East St. Louis, and have them break bulk at their furthest ultimate destination.

Q. That is, have the initial point here? But that would

require more room on this side. A. Very, very much more.

Q. That would not be possible, under present conditions, as to room? A. It would not be possible.

Q. It would require considerable extension of yard room? A. Yes, sir, and of freight houses.

Q. And you have to have room to plant your freight houses? A. Yes, sir. The freight house is very large now. The Twelfth Street house is two blocks long. And next to that, Number Four, I believe they call it, is nearly a block long; rather a short block, but it is nearly a block long.

Q. And these cases where you say there has been trouble, sometimes the fault is with the railroad company and sometimes with the Terminal Association, hasn't it been due to accidental conditions that result from the crowding in this city, primarily? A. Yes, sir, I think it is due entirely to the congestion. Well, there may have been some more trouble; cars were short; and at other times something was the matter with the tunnel. They have a wreck there pretty nearly every other day. Then our outbound business is delayed materially. It is delayed by anything that would choke the tunnel, of course.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. If the Terminal Association would hold their cars an hour or two later, the next day any way would see those shipments out on the Illinois Central? A. Yes, sir, but they would have to get permission of the Illinois Central to hold them. But if they would hold them until five o'clock it would obviate a great deal of delay to southern Illinois shipments on the Illinois Central.

Q. Chicago and other cities larger than this, have the initial loading of cars, where they are shipped to ultimate points of destination, without breaking bulk, don't they? A. Yes, sir.

RE-CROSS EXAMINATION, BY MR. LEHMANN:

Q. The longer a car is held on the tracks, the less number of cars that track can accommodate? A. They would not need so many.

Q. Suppose, for example, you let a car stay on a track two days for loading, you can't get another one in? A. If you let it stay there, you wouldn't need another, because the car wouldn't be full.

Q. Doesn't that depend on how many cars you have to have pass through your yard? A. If they would hold a car over one day— They never do that for loading purposes; it goes that night anyway.

Q. The quicker the car is moved, the more cars you can handle over the same track? A. Yes, sir.

Q. It is true, to your knowledge, that the passenger business is done in the mornings and evenings in this city? A. Yes, sir, that is true.

Q. And this is what might be called "a terminal point," that is to say, trains do not run through St. Louis; they run into St. Louis and out of St. Louis? A. Yes, sir; they do not go through at all, hardly.

Q. I don't recall any that do. A. I don't believe there is a single train that goes through St. Louis without breaking up. Even the Wabash changes.

Q. The Union Station here is what is called "a pocket station?" A. Yes, sir.

Q. That is to say— A. It goes in this way (indicating), and comes out again.

Q. It is set in a pocket? A. You cannot go through it, is what you mean, from one end to the other.

Q. Yes, that is just what I mean. And all the passenger trains are first brought in there empty—those leaving St. Louis? A. Yes, sir, they are backed in there.

Q. They are set on the track, and then pulled out? A. Yes, sir.

Q. And then the trains that come into St. Louis back in full, and when the passengers are discharged they are taken out into the yards? A. Yes sir, broken up and different equipment placed upon the proper tracks.

ROBERT W. POMMER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name and residence? A. Robert W. Pommer; St. Louis, Mo.

Q. What is your business? A. The seed business.

Q. What firm? A. G. R. Bushnell & Co.

Q. Your house does what kind of a business? A. Jobbing seeds, wholesale.

Q. In what territory? A. All over the country.

Q. How long have you been in business here? A. Thirty years.

Q. What volume of business do you do a year, how many cars a year? A. Oh, we handle from two thousand to two hundred thousand pounds a day. Our business is a "season" business.

Q. Do you do business backward and forward across the river, on inbound and outbound stuff? A. Yes, sir.

Q. Have you had any delays to your goods coming in or going out, across the river? A. Yes, sir, on the Terminal we have, but not on the L. & N. or the St. Louis Transfer Company. They handle our goods all right, but the Terminal Railroad Company is very slow—I won't say that it is the Terminal Railroad Company—it may be the other companies that deliver to the Terminal that are slow.

Q. Have you ever traced it up to see where the trouble is located? A. If we telephone, one always puts the blame on to the other, and we never can tell where to locate the blame.

Q. How extensive have been the delays? A. Sometimes as much as ten days, but that happens very seldom.

A. E. BAKER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROWS

Q. Please state your name, and residence? A. A. E. Baker; St. Louis, Mo.

Q. What business are you in? A. Trunks.

Q. With what firm? A. The P. C. Murphy Trunk Co.

Q. Where are they located? A. No. 504-6 North Third Street. Third and St. Charles.

Q. How long have they been in business here? A. About forty years.

Q. How large a volume of business a year do they do? A. In dollars and cents?

Q. Yes sir, or in cars, or both? A. About half a million, or close to it.

Q. Are your goods handled in broken lots, or car-load lots, or both? A. Both.

Q. Mostly which? A. We mostly ship out in small lots.

Q. And mostly in car-load lots, in-bound? A. Both ways.

Q. Do you handle much of your goods, either in or out, across the river from East St. Louis? A. Recently, we have been having it come in on this side, but formerly we had all of it come to East St. Louis, and haul it across.

Q. Say, a year ago this month, October, 1905, how were you doing your business then? A. From East St. Louis; having it hauled.

Q. Why did you have it hauled? A. We were having the St. Louis Transfer Company haul it.

Q. If you wanted to send goods out, how would you get

the goods out? A. We would send them to the St. Louis Transfer Company, possibly we might send a few to the Terminal Railroad— We wouldn't have a wagon load at a time, and it is so far out of the way, we would send them to the St. Louis Transfer Company, and they would re-haul them.

Q. To East St. Louis? A. Yes, sir.

Q. And that was your practice for years? A. Most of the goods went that way.

Q. Did you have any trouble with your business in that way? A. Yes, sir, the customers complained about the drayage charge.

Q. What was the drayage charge from here to East St. Louis? A. They charged ten cents per hundred on trunks.

Q. Ten cents per hundred pounds? A. Yes, sir. That was in less than car-load lots.

Q. What was the charge in car-load lots? A. They have no car-load rate—no car-load rate on trunks.

Q. Is there none coming in? A. No, sir, the only car-load rate on trunks is to coast points. The railroads don't make a car-load rate. Q. Did that drayage charge affect your business in any way? A. Some of the customers got very indignant about it—about tacking on a drayage charge. The amounts would not be very much, on account of the shipments being small.

JULIUS S. WALSH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROWS

Q. Please state your name and residence? A. Julius S. Walsh; St. Louis, Mo.

Q. What business are you engaged in, Mr. Walsh? A.

I am chairman of the Directors of the Terminal Railroad Association.

Q. What other business are you engaged in? A. Chairman Board of Directors of the Mississippi Valley Trust Company.

Q. How long have you been connected with the Mississippi Valley Trust Company? A. About seventeen years.

Q. Since its organization, practically? A. Yes, sir.

Q. How long have you been connected with the Terminal Railroad Association of St. Louis? A. Since 1895.

Q. In what capacity were you first associated with the Terminal Railroad Association? A. My association extends beyond that, because I was Vice-President for two or three years before I went into the Presidency; but about 1895 I went into the Presidency of the Association.

Q. Were you connected with it before you were Vice-President? A. Yes, sir.

Q. In what capacity? A. Not the Terminal Railroad Association, but I was connected with the Bridge Company.

Q. The old St. Louis Bridge Company? A. Yes, sir.

Q. When did you first become connected with it? A. I think I became a director there in 1874 or 1875.

Q. You had a connection, in one way or another, with these various corporations, connected with the transferring of cars across the river, since that period, have you, Mr. Walsh? A. Yes, sir.

Q. And you have been familiar with the growth of this business? A. Yes, with some interruption; not an uninterrupted connection.

Q. What was the extent of the interruption? A. Oh, possibly three or four years.

Q. Can you fix the period at which it occurred? A. Well, the Bridge Company went into the hands of a receiver.

Q. That was in 1878? A. I think J. P. Morgan and Solon Humphreys were the receivers. I acted as their

agent, and later on I passed out of the property, and it went into the hands of Dr. Taussig.

Q. Were you a director of the St. Louis Bridge, known as the Eads Bridge, when it was first opened? A. I don't recall that.

Q. Soon afterwards? A. Yes, soon afterwards, and maybe before—I don't remember.

Q. After you ceased to be agent of Messrs. Morgan and Humphreys, at the end of the receivership, your connection was severed for some two or three years? A. Possibly.

Q. Then in what capacity did you again become connected with these properties? A. I think when the properties came out of the hands of the Court, I was either the President or the Vice-President of the St. Louis Bridge Company, the re-organized property.

Q. Do you know the date of that? A. No, sir.

Q. Whatever date it was, do you know what properties the re-organized bridge company controlled? A. I don't believe they controlled any property except the Bridge and the tunnel.

Q. The bridge and the tunnel? A. Yes, sir.

Q. Do you know in what manner they controlled the tunnel—by ownership or by lease? A. By lease.

Q. By lease from whom? A. From the owners of the tunnel.

Q. The Tunnel Railway Company? A. Yes, sir.

Q. Now, at that time, do you know whether there were any railroads on either side of the river that were operated in connection with the bridge and the tunnel, but corporations independent of the bridge and the tunnel? A. Yes, sir.

Q. What were the names of those roads? A. I think the East St. Louis Terminal Railroad Company, and the St. Louis Terminal Railroad Company, and then the Union Depot Company.

Q. Do you know a company known as the Union Railway & Transit Company? A. Yes, sir, that was the operating company.

Q. Was that on this side of the river? A. I cannot answer that.

Q. It was a Missouri corporation, wasn't it? A. I don't know about that.

Q. As a matter of fact, it was. What properties at that time did the Union Railway & Transit Company operate? A. They were the operating company between the terminals on both sides of the river.

Q. Over the Eads Bridge? A. Over the Eads Bridge.

Q Then these various companies, the Tunnel Railway Co., the Bridge Company, the Union Railway & Transit Company, and the company you mentioned on the east side, the Illinois corporation, had rails that connected with each other in such a manner as to form a continuous line across the bridge, to what point in Missouri? A. I don't know whether it was to Twelfth Street or Twenty-third Street, at that time.

Q. The old Union Station? A. Yes, sir; the old Union Station.

Q. That is on what street? A. About Twelfth Street.

Q. About Twelfth Street.

Q. A few blocks west of the mouth of the tunnel? A. Yes, sir.

Q. Did you have any official connection with the Union Railway & Transit Company? A. No, sir.

Q. Or any of these corporations, except the Bridge Company? A. That is all, the Bridge Company.

Q. Do you know when the Terminal Railroad Company —not the Terminal Railroad Association, but the Terminal Railroad Company was formed? A. No, sir, I do not.

Q. Do you know when the Terminal Railroad Association of St. Louis was formed? A. In 1889 or 1890.

Q. Do you know in what manner it was created? A. I think it was created largely through the agency of Mr. Jay Gould. He agreed, for a certain price in bonds, to buy these properties and put them together.

Q. With whom did he make that agreement? A. The Terminal Railroad Association.

Q. That was before the organization of the Terminal Railroad Association? A. No, sir.

Q. After the Terminal Railroad Association was organized? A. That was the basis of the organization.

Q. Who promoted that proposition, so to speak—Mr. Gould? A. I don't think I was connected with the properties just at that time, but Mr. Gould agreed, for a certain price, to accomplish the acquisition of certain properties.

Q. Do you know what those properties were, in a general way? A. Yes, sir. The properties we have mentioned here.

Q. The Union Railway & Transit Company, the tunnel property, and the Eads Bridge? A. The lease of the Eads Bridge.

Q. I say the control of it? A. Yes, sir, and the old Union Station property.

Q. And whatever tracks that connected between the Eads Bridge and the Union Station? A. Yes, sir.

Q. Was a lease made at that time by your bridge company to Mr. Gould?

Mr. Priest: The best evidence of all this is the papers themselves, and they are already introduced in evidence, so there is no use in trying to tax the witness' memory with these details, all the papers being already in evidence.

Mr. Crow: Q. State the fact, if you know, whether there was a lease made at that time by the Bridge Company, or Mr. Gould, or some corporation he controlled? A. At that time the bridge was leased to the Missouri Pacific, and

the Wabash, and that lease was assigned to the Terminal Railroad Association.

Q. And then Mr. Gould carried out the contract agreement you mentioned? A. Yes, sir.

Q. And that was the basis of the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. Then did you become connected with it? A. I think there was a lapse there of a few years.

Q. Along about 1893 or 1894 you became connected with it? A. Yes, sir.

Q. Whatever time it was that you became a director of the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. And then Vice-President? A. Yes, sir.

Q. And subsequently President? A. Yes, sir.

Q. How long did you remain as President? A. I think up to 1902 or 1903.

Q. Do you know anything about the price that was paid to Mr. Gould, or the corporations of which he controlled the stocks for the interest in these properties that went to make up the Terminal Railroad Association? A. I don't recall now.

Q. Do you know where that information could be obtained? A. I do not know.

Mr. Priest: Didn't we furnish you the contract? It discloses the consideration.

Mr. Crow: Not all of them.

Mr. Priest: This particular one to which you refer does, and we furnished you a copy of it.

Mr. Crow: That is not my recollection, but if it does, it will disclose it.

Q. Mr. Walsh, as President of the Terminal Railroad Association, did you have occasion to inspect the records and examine the reports made by the officials of the Ter-

minal Railroad Association? A. I never was in charge of operation.

Q. You never were in charge of that? A. No, sir.

Q. Who was in charge of the operation there, during your incumbency as President? A. I am not sure that Mr. Ramsay was, but if so, it was for a few months.

Q. He went out in 1895? A. I think Mr. E. T. Bryan.

Q. He is now in New York? A. Yes, sir. He was Vice-President and General Manager and was in charge of the operation of the property.

Q. And how long did he remain there? A. Four years, or something like that.

Q. About 1899 or 1900 he left? A. Something like that.

Q. And he was succeeded by whom? A. By Mr. W. S. McChesney, Jr.

Q. And he is still President? A. Yes, sir.

Q. He is President now? A. Yes, sir.

Q. He was Vice-President and General Manager? A. Yes, sir.

Q. Since what time have you been Chairman of the Board—I believe you said two or three years? A. 1903, I think.

Q. As Chairman of the Board of Directors, is it your duty to examine the accounts and reports of the Company? A. No, sir.

Q. What official of the Company, during all these years, and now, keeps the records which would disclose the income and outlays of that Company, and show the purposes for which expenditures were made? A. I suppose the Auditor's office would be the proper place.

Q. Would the Auditor's books disclose those facts? A. I should think so.

Q. And the Treasurer's books would not disclose all of them? A. The Auditor's office would be the better place.

Q. Who is Auditor now? A. Mr. C. E. Vinnedge.

Q. Where is his office? A. At the Union Station.

Q. And you have no personal knowledge of the income or outlay of that Company, from year to year? A. I am not charged with it.

Q. You have no personal knowledge of it? A. No, sir.

Q. Is there any officer, beside the Auditor of the Company, who would have that general knowledge? A. The operating officer ought to.

Q. Whom do you call the operating officer? A. Mr. McChesney.

Q. What department of the road will show the amount of freight moved, and the number of cars and passengers moved? A. The General Manager's office; that is the General Superintendent's office, I mean.

Q. And who is he? A. Mr. Burlinghame.

Q. What are his initials? A. A. H., I think.

Q. Is there an annual report of the company made, which would show these facts, or do you know? A. I don't know.

Q. You were connected with the company, as President of it, at the time the Wiggins Ferry Company property was sold, some years ago? A. Yes, sir.

Q. Did you have any connection with the sale and the purchase? A. Yes, sir. I advised the proprietary lines to buy the property.

Q. Was that advice given before or after the purchase of stock began by the Mississippi Valley Trust Company? A. The Mississippi Valley Trust Company was authorized to make the purchase.

Q. Before you had advised it? A. No, sir; upon the advice of three of the proprietary lines, we started in with that.

Q. Were you connected with the closing up of that deal, in a personal way, or would you have personal knowledge of

what took place in the way of closing up that deal, between your company and the railroad companies? A. Yes, sir.

Q. Do you know whether or not the money was all repaid in cash to the company? A. It was paid in.

Mr. Priest: Do you mean the Mississippi Valley Trust Company?

Mr. Crow: We are talking about the Mississippi Valley Trust Company in this connection.

Q. When and where were those payments made? A. I couldn't tell you that, except the general fact.

Q. That year of the purchase, and in St. Louis? A. Yes, sir.

Q. Do you know who made those payments? A. No, sir, I don't recall.

Q. Are there any records of the Mississippi Valley Trust Company that would show who made those payments? A. I couldn't say that.

Q. Who would know about that? A. Mr. Jones ought to know.

Q. Or some official connected with your Company? A. Yes, sir.

Q. Do you know whether or not the loan was floated by the proprietary lines to pay part of the purchase price of the Wiggins Ferry Company stock? A. I don't think so.

Q. Have you any reason to know that that was not the case? A. My recollection is that when this money was called, it was paid in.

Q. But subsequently there was a loan made to cover that expenditure, and the proprietary railroad companies reimbursed? A. I think not.

Q. You would know, as President of the Terminal Railroad Association, if that had happened? A. I ought to.

Q. It would not have happened unless you knew of it, so you are safe in saying it did not occur. The reason I ask

you that is that Mr. Ramsay said something of that sort. I hadn't any information of that sort from Mr. Jones.

Do you know who owns the stock of the Wiggins Ferry Company at this time? A. Yes, sir.

Q. Who is it? A. The thirteen of the proprietary lines; and the Pennsylvania Railroad, the Vandalia, belongs to the Association.

Q. Do they own the entire issue of ten thousand shares? A. Yes, sir, every share.

Q. Ninety-five hundred shares of which are deposited with the trust company in New York, under a general mortgage bond? A. Yes, sir. I think subsequently the entire amount was deposited there.

Q. Now at the time the 9,500 shares were deposited, who owned the other 500—the Vandalia people? A. No, sir. I couldn't say now. It must have been in dispute, about the ownership and purchase.

Q. Do you know the relative proportion of ownership of the various lines, of this stock of the Wiggins Ferry Company? A. Equal.

Q. That is, fourteen equal parts? A. Fourteen equal parts.

Q. When was that arrangement made? After the purchase? A. After the purchase.

Q. Do you know whether there was any contract or agreement between the Terminal Railroad Association of St. Louis and the Rock Island system when that railroad came into the Association? A. What kind of a contract?

Q. I don't know. That's what I want to find out. As to the uses of the Terminal tracks, and on what terms they would come in and use it? A. The Rock Island came into St. Louis about the time of the Wiggins Ferry Company purchase.

Q. They subsequently came into the Terminal Railroad Association? A. Yes, sir.

Q. And are members of it now? A. Yes, sir.

Q. Was there any contract made when they came in, with reference to what they owned of the Wiggins Ferry Company, and what the other railroad companies owned? A. They came in precisely on the same basis as the others.

Q. What did they do about the stock they had purchased? A. The stock was all put together.

Q. And each road paid, wherever they had not paid, a proportionate share; so that each road now has invested one-fourteenth of the cost of that Wiggins Ferry Company stock? Is that correct? A. Yes, sir.

Q. The Wiggins Ferry Company owned very extensive real estate interests on the east bank of the Mississippi River, opposite the City of St. Louis? A. Yes, sir.

Q. Have you an idea, in a general way, what the extent of that is? A. I think at that time it was six or seven hundred acres.

Q. How far up and down the river did it extend? A. About a couple of miles.

Q. Was there anything upon that land? A. Oh, yes, the Wiggins Ferry Company had its tracks upon some portions of it, and it had leases out for other portions. A great deal of it was vacant.

Q. It was about the only available property left on the east side, opposite the City of St. Louis, adjacent to the Eads Bridge? A. Yes, sir.

Q. Of course, I don't mean it covered the entire river front. What is the distance between the northern limits of the Wiggins Ferry Company property on the east side, and the Merchants' Bridge approach, if you know? A. I couldn't say. I don't know.

Q. How far south of the Eads Bridge does the Wiggins Ferry Company property extend? A. I couldn't answer that. I know they have property, but just the extent of it I couldn't answer.

Q. Are you familiar with the location of the terminals of the Wiggins Ferry Company on this side? A. No, sir.

Q. Do you know how many hundred acres of land they owned altogether at the time of the purchase? A. Oh, I should say between eight and nine hundred acres.

Q. On both sides of the river? A. On both sides of the river.

Q. Have you any idea as to how those eight or nine hundred acres were divided, on the two sides of the river? A. The bulk of it was on the other side.

Q. Whereabouts on this side was their land located? A. They had a piece of property down in South St. Louis, quite a large piece, and then they had some property in North St. Louis.

Q. What is the extent in mileage of the trackage of the Terminal Railroad Association, and its controlled and operated properties, now? A. I do not know.

Q. Have you any idea? A. No, sir.

Q. Do you know what it was two or three years ago, after the purchase of the Wiggins' Ferry Company? A. I couldn't answer that.

Q. I will get you to state whether or not the Terminal Railroad Association has a double track from the Union Station in St. Louis, Missouri, at Eighteenth to Twentieth Streets, through the city eastward and northward, and over the Eads Bridge to East St. Louis? A. Yes, sir.

Q. I will get you to state what tracks, if any, the Merchants' Bridge Terminal Railway Company has from the Union Station in St. Louis, Missouri, into the State of Illinois, and what course or direction they follow? A. I think the Merchants' Bridge Terminal Railway Company's tracks go in at Seventh or Eighth and Gratiot, and they extend down along the river bank, and across the Merchants' Bridge, up to Carrie Avenue.

Q. From where they strike the river, the Merchants'

Bridge Railway tracks going eastward, do they run along the river front, northward to the Merchants' Bridge? A. They are on the elevated, but on the river front.

Q. Their structure runs adjacent to the river? A. Yes, sir.

Q. At Eighth and Gratiot Streets what connection is made with the Merchants' Bridge Terminal Railway Company, and other tracks? A. It is made there with the Terminal Railroad Association, for Union Station entrance.

Q. What belt lines, if any, does the Terminal Railroad Association control, on this side of the river? A. They have two; an inner and an outer belt.

Q. Describe the location of that inner belt? A. The inner belt comes off the river bottom, I think about Bircher Street, and goes across the country.

Q. That is north, above the Merchants' Bridge? A. Yes, sir, and it connects out on the Wabash tracks, on Page Avenue.

Q. In this city? A. Yes, sir, in this city.

Q. That is the end of the inner belt? A. Yes, sir.

Q. And where does the outer belt extend? A. The outer belt extends from the junction with the Missouri Pacific and Frisco tracks, down south, and then it runs north, and comes through the M— Valley, where it crosses the Wabash, and it was intended to go down to a junction with the Burlington Railroad at Prospect Hill.

Q. How much has been built? A. I should say half of it.

Q. Then it does not make the connection north? A. No, sir.

Q. Has the Terminal Railroad Association freight and passenger depots in the City of St. Louis? A. Yes, sir.

Q. What passenger stations has it it? A. Union Station.

Q. And what other? A. One down on Washington Avenue.

Q. At the west approach of the Eads Bridge? A. Yes, sir.

Q. Any other? A. Not in St. Louis, I believe.

Q. Now, what freight stations have they? A. They have those warehouses down on Poplar Street, between Seventh and Eighth, I believe it is.

Q. They are extensive? A. Quite extensive.

Q. Do you know the size of them? A. No sir.

Q. They are for the receiving, loading and unloading of freight? A. Yes, sir.

Q. What other real estate has the St. Louis Terminal Railroad Association in this City? A. They own some property between Grand Avenue and Twenty-third Street.

Q. What is the character of that? A. Well, it is not being fully utilized. It was intended for yard room. One portion was bought from the Pullman Company, and was intended to be the repository of the passenger coaches. But the Company failed in securing legislation to enable it to cross Atlantic Avenue, and has never been able to utlize that property.

Further west it has some property, near Grand Avenue, which it has been able to only partly utilize, on account of defective entrance.

Q. It is all located in the Mill Creek Valley? A. Yes, sir, in the Mill Creek Valley.

Q. Is there any other real estate that the Company owns in this City? A. I don't recall any; except, possibly, down there at the Washington Avenue entrance. I think we own some property there, on both sides of the entrance to the bridge.

Q. Does the company own the stock of any real estate corporation that owns real estate in the City? A. Yes, sir. In order to perfect the right-of-way, when the plan was to run off the elevated to the Eads Bridge, a company was

formed called the "Terminal Realty Company," which went to work and bought this right-of-way.

Q. How much of that stock is owned by the Terminal Railroad Association? A. It is all owned by it.

Q. How much property did they purchase then? A. About one million dollars' worth.

Q. In front feet, about how much did it cover, if you have any idea? A. Oh, fifteen hundred to two thousand front feet.

Q. On the levee on Main Street? A. Some on the levee, and some on Main.

Q. Some on both streets? A. Yes, sir, both.

Q. Now with reference to the Union Station, what is the character of that station, in a general way—large or small? A. It is a very large station.

Q. One of the largest in the country, isn't it? A. Yes, sir.

Q. It is controlled by a corporation known as the Union Station Company? A. No, sir, it is part of the Terminal Railroad Association.

Q. No independent corporation? A. No, sir.

Q. I thought there was a Union Station Company, and the Terminal Railroad Association owned stock in it? A. No, sir.

Q. It is simply owned by the Terminal Railroad Association? A. Yes, sir.

Q. How is that station operated? Upon what basis do the roads use it? A. I think they pay the cost of maintenance, and then a percentage on the cost of the station and property.

Q. A percentage on the cost of the station? A. And the property.

Q. As a rental for it? A. As a rental.

Q. And the cost of maintenance? A. Yes, sir.

Q. Do you know what it is valued at, in that calculation?

A. I don't know, since all of these improvements have been made.

Q. What was it prior to that? A. Six and a half million dollars.

Q. Did that include the station alone, or the station and the sheds? A. The ground, everything.

Q. Out to the mouth of the station, where you strike the tracks? A. Yes, sir.

Q. And the railroad companies, respectively, paid on a wheelage basis, their proportion of that? A. Yes, sir, on a wheelage basis.

Q. Please explain what you mean by a "wheelage basis?" A. Per car, instead of per capita.

Q. They pay in proportion to the number of cars they run in? A. Yes, sir.

Q. Do you know the amount of the bonded indebtedness on the Terminal property at this time? A. About $35,000,000.

Q. That is authorized or issued? A. That is outstanding.

Q. Issued? A. Yes, sir, issued.

Q. How much is authorized as bonded indebtedness? A. $50,000,000.

Q. Of that $50,000,000, you say about $35,000,000 have been issued? A. Yes, sir.

Q. This issue of $50,000,000, is it a first mortgage upon all property owned, leased, or controlled by the Terminal Railroad Association of St. Louis? A. No, sir.

Q. How much prior lien is there held of this $50,000,000? A. About $17,500,000.

Q. What does that $17,500,000 represent? What kind of indebtedness? Is it on all the properties of the Terminal Railroad Association, as it existed prior to the issue of the $50,000,000, or is it indebtedness with the subsidiary companies that go to make up the present Association, at the

time their ownership or control was acquired by the Terminal Railroad Association? A. I think that includes indebtedness of every kind. That is, the original indebtedness, and the underlying indebtedness.

Q. Please explain what you mean by "original indebtedness?" A. For instance, our present bond issue is $50,000,000; now we have an underlying indebtedness of $17,500,000—

Q. That means a prior indebtedness? A. Yes, sir. And a reservation is made of this $50,000,000 issue, of a sufficient amount to protect the underlying indebtedness.

Q. You reserve $17,500,000? A. Yes.

Q. If you have reserved that, there would not be but $35,000,000 issued? A. Yes, practically.

Q. Some of the $17,500,000 must have been retired? A. Where you make that reservation you cannot use it for any other purpose. Of course, you wouldn't have to pay both series of bonds, the underlying and the reservation, too. The reservation will take care of the underlying.

Q. But I understood you to say there were $35,000,000 already outstanding? A. I mean by that, some of that is reserved.

Q. Some of the $35,000,000? A. Yes, sir. To protect the underlying indebtedness, but not available for the purposes of the company.

Q. Is the $17,500,000 reserved out of the $35,000,000 issued? A. Yes, sir.

Q. Have there been $35,000,00 of bonds sold? A. Yes, sir. I am using that figure approximately. Of course, the underlying bonds have not been sold. That would leave us about $18,000,000 of bonds that have been sold.

Q. The difference between whatever the underlying bonds are, and the amount that have been sold? A. Yes, sir.

At this point the further hearing of testimony was by consent of counsel adjourned to Friday, October 5, 1906, at ten o'clock, a. m.

St. Louis, Mo., Oct. 5, 1906.

Met pursuant to adjournment as above on Friday, Oct. 5, 1906, at ten o'clock a. m., in the Federal Building, in the city of St. Louis, Mo.

Present parties as before.

The following proceedings were had:

A F. BUENTE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROWS

Q. State your name, residence, and occupation? A. A. F. Buente; Granite City, Illinois.

Q. What is your business? A. Dry goods, furnishing goods, and shoes.

Q. How long have you lived over there? A. In Granite City?

Q. Yes. A. It will soon be ten years.

Q. How far are you from the down-town business district in St. Louis? A. I think they call it six miles to St. Louis.

Q. Do you buy any goods at wholesale in St. Louis? A. Yes, sir.

Q. How do you get them over to Granite City? A. Some I haul myself; some I send by the Merchants' Terminal; some by the St. Louis & East St. Louis Express; and some by the Star Express—different ways.

Q. Do you ship any quantity of goods on the railroads? A. Sometimes as high as fifteen or twenty cases of shoes, and sometimes less.

Q. Is there a schedule of rates, freight charges, on the

railroads? A. Yes, sir, I think they charge five cents per hundred.

Q. Is there any minimum charge, regardless of the rate? A. I cannot say. I never have had such a package sent by the Merchants' Bridge Terminal Railway Company.

Q. Have you any expense bills with you? A. Yes, sir, I have two of them here. I have more, but not here.

The expense bills produced by the witness are hereto attached, and marked "Expense Bills of A. F. Buente."

A. J. KAHLE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROWS

Q. State your name, residence, and occupation? A. A. J. Kahle; Granite City, Illinois; paint, paper and hardware business.

Q. Do you buy goods at wholesale in St. Louis? A. Yes, sir.

Q. How do you get your goods to your place of business in Granite City? A. Mainly by the Merchants' Bridge Terminal Railway Company, and some few by the Electric Express, on urgent orders.

Q. Where are those goods billed from and to? A. From St. Louis, here, to Granite City.

Q. St. Louis, Missouri? A. Yes sir, from St. Louis, Mo., to Granite City, Ill.

Q. Do you know anything about what the rates are? A. On just a single package, the smallest package is twenty-five cents, and over that it is five cents a hundred.

Q. Have you any of your expense bills? A. I have. Some of the opening of stock, and some of recent date. Here are some for the latter part of last year (producing papers), and here are some for this last month.

CROSS-EXAMINATION, BY MR. WATTS:

Q. On what class of merchandise would the five cent rate apply? A. If you have a single package, some one small—

Q. I said the five cent rate. A. As near as I can figure it, when we get a bunch of hardware, paper, paint, lead or oil, it is figured at five cents per hundred.

Q. That is on general merchandise? A. Yes, sir, I think that is what it is figured at.

The expense bills produced by the witness are hereto attached, marked "Exhibit Kahle Expense Bills."

MAX STERN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. Max Stern; St. Louis, Mo.; wholesale hat business.

Q. Where is your place of business? A. Eleventh and Washington Avenue, the Rothschild Hat Co.

Q. How long have you been in business here? A. Over forty years—that is, the concern has.

Q. Does your house handle goods in and out of East St. Louis from and to St. Louis? A. Yes, sir.

Q. What method do you have for getting your goods across from East St. Louis? A. We have been employing one teamster for a great many years.

Q. What is the reason for that? A. Simply to facilitate delivery, I suppose.

Q. Is there any question of time in the matter? A. Time may have been originally involved, but we have been hauling our freight across for something like fifteen years, or

more, possibly. Of course, it is a matter strictly of convenience and economy to ourselves.

Q. Do you know whether or not the facilities for delivering goods, and shipping them out of St. Louis, has in any way affected the trade territory in your line in the State of Illinois? A. You mean on outgoing shipments?

Q. Yes, I said outgoing shipments. A. Yes, sir, I think it has, very materially.

DIRECT EXAMINATION OF JULIUS S. WALSH, CONTINUED, BY MR. CROW:

Q. I believe you stated Wednesday, Mr. Walsh, that you first became connected with the Bridge Company sometime about the year 1875, in the neighborhood of that time? A. Yes, sir.

Q. Do you remember the purchase of the stocks of the subsidiary companies, that had been organized between 1875, the year of the opening of the bridge, and 1881, by Mr. Jay Gould—the Union Railway & Transit Company on this side of the river, and the two Terminal Railway Companies—or maybe it was a little later.

Mr. Watts: The question assumes that Mr. Gould bought those stocks between those times, and, as a matter of fact, the witness did not so testify.

Mr. Crow: He did not so testify. Perhaps he did not purchase them so early. He purchased those stocks, and there were $7,000,000 of bonds.

Q. Regardless of the dates, do you remember the acquisition by Mr. Gould of those subsidiary companies that operated in connection with the bridge? A. Those properties were secured by Mr. Gould, and turned into the Terminal Railroad Association.

Q. Do you remember about the time that happened? It was prior to the consolidation in 1889? A. I could not state that with any degree of accuracy.

Q. Without being accurate about the date, it was about that time? A. About that time.

Q. About that time, or prior thereto? A. Yes, sir.

Q. As a matter of fact, I think it was in 1886 he purchased, and then in 1889 the consolidation occurred.

Q. Do you know to whom those stocks were transferred by Mr. Gould? A. No, sir.

Q. I will ask you if those stocks were not put into the Terminal Railroad Association when it was formed in 1889—the property? A. I don't think I was connected with the property when the Terminal Railroad Association was formed.

Q. Weren't you connected with the Tunnel Company at that time? A. That was just simply a formal organization.

Q. The Tunnel Company proper is still in existence, isn't it? A. Yes, sir.

Q. Nothing but a lease has ever enabled the railroad companies to control the Tunnel, and that was one of the constituent properties that went into the consolidation—that is, the lease on that? A. Yes, sir; the lease on that.

Q. Do you know what railroad companies promoted that consolidation that form the Terminal Railroad Association of St. Louis? A. I think there were six at that time.

Q. Do you remember their names? A. The Wabash, Missouri Pacific, Iron Mountain, Louisville & Nashville, Ohio & Mississippi, and the Big Four.

Q. Under what name does the Ohio and Mississippi operate now? A. The Baltimore, Ohio & Southwestern.

Q. It was part of that system? A. Yes, sir.

Q. The Vandalia, or the Pennsylvania, as it is generally known, did not go into that consolidation? A. They declined. They expected to go in, but for reasons of their own they declined.

Q. Do you know why? A. No, sir.

Q. Did you afterwards learn why? A. No, sir.

Q. Do you know whether they had formed an arrangement with the Merchants' Bridge Terminal Railway Company? A. I do not.

Q. Do you know what official of the Pennsylvania Railroad Company represented that company in the negotiations prior to the consolidation? A. No, sir, I don't recall.

Q. After this consolidation, you became connected again with the Terminal Railroad Association, in 1892, or 1893? A. Yes, sir.

Q. And in what capacity, then, as a director? A. I think I was Vice-President, without being a director.

Q. Do you know whether or not the Terminal Railroad Association, through purchase, lease or otherwise, in the year 1893, acquired control of the Merchants' Bridge Terminal Railway, or any interest in it? A. Yes, sir.

Q. Will you please state the extent of that control, and the manner in which they acquired it? A. They bought a majority of its capital stock, and then entered into an agreement, I believe they called it the "modus vivendi," whereby each company had the right to use the tracks of the other, and the Terminal Association was to build into the Union Station, from Eighth and Gratiot Streets, so as to permit trains coming over the Merchants' Bridge to enter the station.

Q. Up to that time, how had trains coming over that bridge entered the Union Station? A. They hadn't entered it at all. There were some physical obstructions there. They had to go over the warehouses of the Missouri Pacific and Frisco.

Q. They had been prevented from coming in? A. I presume so.

Q. Who controls the majority of the stock of the Merchants' Bridge Terminal Railway Company now? A. The Terminal Railroad Association.

Q. Is it in the physical possession of the Terminal Rail-

road Association? A. I don't know whether it is or not, or whether it was deposited with the Central Trust Company.

Q. As part of the collateral on the general mortgage? A. I am not sure of that.

Q. You have been President of the Terminal Railroad Association, or were, for some years? A. Yes, sir; I was.

Q. Did the Terminal Railroad Association vote the stock at the meetings, through representatives of the Merchants' Bridge Terminal Railway Company? A. I don't know that.

Q. The Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis had had a common traffic officer in the person of Mr. Penney, for a good many years? A. Yes, sir.

Q. And the rates have been the same for the same service, on both roads? A. Under similar conditions. The conditions are not similar on both properties.

Q. Not similar? What is the dissimilarity? A. The Merchants' Bridge Terminal Railway Company extends to Granite City, and they haul six to eight miles further than the Terminal Railroad Association proper.

Q. Freight is routed, isn't it, from St. Louis, over either bridge, bound into Illinois territory, at the same rates? A. The same rates, yes, sir.

Q. Coming on down now to the year 1902, at the time of the contest for the control of the Wiggins Ferry Company, I will ask you to state if you remember from whom you first acquired the knowledge that the Rock Island officials were attempting to obtain control of that company? A. Well, I heard rumors on the street, and shortly after hearing those rumors, Mr. Alonzo C. Church and Mr. Philip C. Scanlon, who are sons of Mrs. Mary Scanlon, came into my office and stated that the Wiggins Ferry Company was about to be sold at, I think, five hundred dollars a share, and that they were very much dissatisfied with the arrange-

ment, and wanted to prevent the sale, if they could; and if they couldn't prevent the sale, they wanted a higher price for their stock; they didn't think five hundred dollars a share was sufficient.

I asked them how much stock they could get together, and they told me, I think, a little over one quarter of it. I told them I would let them know in a very few hours what I could do with it.

So I immediately took up, by telegraph or wire, the question with the various proprietary lines, and having received sufficient assurances to warrant me in going ahead, then I got the Mississippi Valley Trust Company, as agent of the proprietary lines, to go into the field and buy the stock.

Q. Did you communicate with all of the proprietary lines? A. Yes, sir.

Q. How many were there at that time? A. Eight.

Q. What two had been added besides the six you mentioned awhile ago? A. The Frisco and the Vandalia.

Q. Do you know the respective dates at which the Frisco and the Vandalia came into the Terminal Railroad Association? A. No, sir.

Q. Will your records disclose that? A. Yes, sir.

Mr. Watts: I will give you those dates, General Crow, if you wish them.

Mr. Crow: Q. Did you receive responses from all of the proprietary lines, eight in number, authorizing you to go forward? A. Yes, sir.

Q. At that time? A. I got enough to go ahead, and the balance came in later—that is, within a few days.

Q. What was the first line that directed you to go forward? A. The Missouri Pacific, Iron Mountain, and Wabash. Mr. Ramsay happened to be in New York at the time, was familiar with the situation out here, and under his advice Mr. Gould telegraphed us to go ahead and make the purchase.

Q. You purchased the stock; and was delivery made to you in St. Louis of the stock? A. It was made to the Mississippi Valley Trust Company.

Q. Do you know about the number of shares that were delivered? A. You mean that we bought for these lines?

Q. Yes. A. I think it was about fifty-seven hundred shares.

Q. A little over a majority? A. Yes, a little over a majority.

Q. Was that stock delivered in a bunch to somebody by the Mississippi Valley Trust Company? A. I couldn't answer that.

Q. You don't know? A. No, sir.

Q. Who would know about that, Mr. Walsh? A. I think Mr. Jones would know about that.

Q. Breckenridge C. Jones? A. Yes, sir.

Q. Before the matter was closed up with your company, wasn't there a meeting of the executive officials, or some one of them, of the interested roads, here in St. Louis? A. Yes, sir, I think there were several meetings.

Q. Were those meetings held at your place of business, the Mississippi Valley Trust Company? A. Yes, sir.

Q. Did you attend those meetings? A. Yes, sir.

Q. You attended as the President of the Terminal Railroad Association? A. I attended as the Mississippi Valley Trust Company man.

Q. You attended as President of the Mississippi Valley Trust Company? A. Yes, sir, acting as agent of these roads.

Q. What officials, representing what roads, attended the first of these meetings? A. Well, this transaction, you know, was spread over some time, and railroad men are not very long in one place, so at different times— Well, Mr. Harding, Mr. Ramsay, Harry I. Miller—

Q. Whom did Mr. Miller represent? A. He represented

the Burlington—No, not the Burlington, the Pennsylvania Road, the Vandalia.

Mr. Watts: That is not Mr. Henry Miller.

Mr. Crow: He said Harry I. Miller.

Q. Did anybody else attend that first meeting? A. I think Major Warner came to a few of those meetings.

Q. Where does Mr. Miller live? A. Mr. Miller is now the General Manager of the Chicago & Eastern Illinois Railroad Company, with headquarters in Chicago.

Q. What was the subject of consideration at that meeting? A. Well, the main thing was to acquire the stock.

Q. Was that before the stock had been purchased? A. I am speaking about the meetings that were held while this trade was on.

Q. While the contest was on for the control of the Wiggins Ferry Company? A. Yes, sir.

Q. Did you have any more meetings before the controversy was settled, as to who had acquired the majority? A. I think after the purchase was over, the meetings were transferred to New York, a point more convenient for the convenience of the executive officials of the various roads.

Q. Did you attend those meetings? A. Yes, sir.

Q. Who attended, and what was the date of, the first meeting of the executives in New York? A. I cannot give you the date.

Q. Just approximately? A. It was along the early summer and autumn of 1902, I think.

Q. What officials of what roads attended that first meeting? A. Well, there was Mr. Ingalls of the Big Four; Mr. Jeffreys was the representative of the Missouri Pacific and Iron Mountain; and I think Mr. Ledger also attended in conjunction with Mr. Ingalls. And Mr. Milton H. Smith of the Louisville & Nashville.

Mr. Watts: Your question is prior to the acquisition of the Wiggins Ferry Company stock?

Mr. Crow: No, sir, he said afterwards.

A. (Continued) Mr. E. S. Rouse of the M. K. & T. After that purchase, there was an effort made to bring in all of the lines coming into St. Louis, and I think leading up to that the other roads attended these meetings.

Q. The six other roads that subsequently came in? A. Yes, sir.

Q. Can you tell me who represented those roads at those meetings? A. I mentioned some of them; Rouse of the M. K. & T.; Mr. Yoakum of the St. Louis & San Francisco; Mr. McCrea of the Pennsylvania; Mr. Millott, of Indianapolis, of the Vandalia.

Mr. Watts: Mr. Crow, would you like me to refresh Mr. Walsh's memory?

Mr. Crow: Yes, sir.

Mr. Watts: Mr. Spencer of the Southern? A. Yes.

Q. Mr. Felton of the Chicago & Alton? A. Yes.

Q. Mr. Fish of the Illinois Central? A. Yes.

Q. Mr. Harris of the Burlington? A. Yes.

Mr. Crow: Q. Well, representatives of all the roads that now form the St. Louis Terminal Association, attended those meetings? A. Yes, sir.

Q. What was the subject of consideration there? A. It was the admission of what was known as "tenant lines" into the Terminal Association; and then about that time the St. Louis Exposition was on, and it was important and necessary that the Terminal Railroad Association should increase its facilities, and in order to do that we had to raise some money. Those were about the subjects that came up.

Q. Who represented the Rock Island at those meetings? A. Mr. Leeds.

Q. Was the subject of the disposition of the Wiggins' Ferry Company stock, that had been purchased by the Mississippi Valley Trust Company, considered? A. Yes, sir.

Q. Was the disposition of that stock settled at that meet-

ing, or subsequent meetings? A. At some of those meetings it was settled. The Terminal Railroad Association, at that time, had an indebtedness of about $17,500,000, and in order to raise enough money to provide for the future, they thought they would authorize a mortgage for $50,000,000. Of course, all the properties of the Terminal Railroad Association were subject to the lien of the two mortgages ahead of this consolidated mortgage, and those mortgages provided for the lien of subsequently acquired property. So, in order to make this $50,000,000 issue, make it attractive to the public and purchasers, the discussion was had there about the Wiggins Ferry Company; and it was agreed among them that all of that stock should be deposited as additional security for this consolidated mortgage.

Q. That was deposited with the trustee, then, in order to relieve it from becoming subject to the terms of the older mortgages? A. Yes, sir.

Q. As "afterwards acquired property?" A. Yes, sir.

Q. The agreement had been reached between these fourteen roads as to the disposition of the stock among the roads, prior to the time this arrangement had been made? A. Yes, sir, the fourteen roads each took one-fourteenth of the Wiggins Ferry Company stock, and deposited it with the Central Trust Comany.

Q. Then the stock really became a part of the Terminal Railroad Association property—that is, it was utilized as an asset of the Terminal Railroad Association? A. It does not go to the Terminal Railroad Association on the expiration of the mortgage.

Q. No, but it was utilized as an asset of the Terminal Railroad Association, in getting the money? A. Yes, sir, as an additional security.

Q. There are some other corporations whose stock was a first lien, whose mortgage was a first lien, the East St.

Louis & Carondelet Railroad Company? A. That is the old Conlogue road, I believe.

Q. Where does that run to and from? A. That runs from the stockyards, down to a point opposite the town of Carondelet.

Q. The stockyards north of East St. Louis? A. Yes, sir.

Q. Do you know about the length of that road? A. I should say fourteen to fifteen miles. It has a branch over towards what is called Falling Springs.

Q. That is a short line? A. Yes, sir.

Q. Does that road intersect any connecting carriers on main lines of road? A. Yes, sir, I think it does.

Q. It crosses most of those lines, doesn't it? A. It would be only the lines on the south side of the bridge—No, it would intersect lines on the north side of the bridge, too.

Q. It is practically a belt around a portion of East St. Louis? A. Yes, sir.

Q. And it has practically connection with the lines that cross it? A. Yes, sir.

Q. You don't know the exact lines it touches, do you? A. No, sir; I couldn't say.

Q. Do you know the capital stock of that road?

Mr. Watts: I think it is $1,200,000.

Mr. Crow: Q. Who owns that stock now? A. The Terminal Railroad Association.

Q. Do you know when they acquired it? A. I think in 1902, or thereabouts.

Q. Prior to the purchase of the Wiggins Ferry Company stock? A. I think it was acquired at the time the Pennsylvania Road came into the Terminal Association—I mean the Vandalia. The Vandalia coming into the Terminal Railroad Association, thought it best that that subdivision of their railroad should dispose of this property, and the Terminal Association bought it.

Q. They had owned it? A. Yes, sir.

Q. Do you know how the Terminal Railroad Association paid for that property? A. They paid for it in money.

Q. Where did they acquire that money? A. Out of the proceeds of the sale of bonds.

Q. Was there a new issue of bonds? A. That was this $50,000,000.

Q. That was the $50,000,000? A. Yes, sir.

Q. Do you know how much was paid for it in bonds? A. It was paid for in money.

Q. How much money was paid for it? A. $1,250,000.

Q. Do you know where the Illinois Transfer Company is located? A. Yes, sir.

Q. Whereabouts? A. It is one of the belt lines of the Terminal Railroad Association, in East St. Louis.

Q. Do you know what points it reaches, and in what general direction it runs? A. I think it runs from a connection with the Illinois Central on the south.

Q. South of East St. Louis? A. In East St. Louis; the southern terminus of this Transfer Company; and it belts around the city of East St. Louis, and joins the property of the Merchants' Bridge Terminal Railway Company.

Q. On the north of East St. Louis? A. Yes, sir.

Q. Do you know about the length of it, approximately? A. Six or eight miles.

Q. Has it any branches? A. No branches. It has its switches, of course.

Q. It is also an east side belt line, is it? A. Yes, sir.

Q. Do you know the amount of the capital stock of that company? A. No, sir, I do not.

Q. Do you know when your company acquired it, if they did acquire it? A. They built it.

Q. Do you know the time it was built? A. Oh, along about 1900.

Q. Do you know the approximate cost of it? A. I cannot recall now; but enough to construct it.

Q. Do you know where the Madison & East St. Louis Belt Railroad is located? A. Yes, sir.

Q. Where is that? A. That is a belt into the Niedringhause factory, in Granite City, and comes out to a connection with the Merchants' Terminal.

Q. At what points does it connect with the Merchants' Terminal? A. At or near Granite City.

Q. It doesn't go up to the east approach of the Merchants' Bridge? A. No, sir.

Q. Do you know the length of that property? A. Two or three miles.

Q. Do you know who built it? A. Niedringhaus built it.

Q. Do you know who operates it now? A. The Terminal Railroad Association.

Q. When did they acquire it? A. Oh, about that same time, 1900, around there—or maybe a little later.

Q. Do you know what they paid for that? A. It was not a very large amount.

Q. Did the Niedringhaus Company operate it at any time? A. I think they did at one time.

Q. Did any one else operate it before that? A. No, sir.

Q. It had just the two owners, the Terminal Railroad Association, and the Niedringhaus Company? A. Yes, sir.

Q. Do you know who built, and when it was built, the St. Louis Belt & Terminal Railway Company? A. That is the outer belt, in this city?

Q. I think it is. A. We acquired that by purchase.

Q. From whom did you purchase it? A. We purchased it from the Interstate Car & Transit Company, and from the St. Louis & San Francisco Railroad Co., and the Missouri Pacific Railroad Company.

Q. It was a union of different properties? A. Well, it was intended to serve those three interests.

Q. Was it owned separately by those three interests? I mean, was it disconnected pieces of property? A. It was an independent piece of property.

Q. What I mean is, was the ownership joint in the three interests you have mentioned? A. Their ownership was represented by stock, but in just what proportions I do not recall.

Q. The road reached from where to where when you purchased it? A. It was in course of construction.

Q. How much of it was built? A. I think they had graded pretty much the whole of it, and track was laid in some places.

Q. It was intended to go around, and reach the river up about the Merchants' Bridge? A. Yes, sir.

Q. Was that connection ever made? A. No, sir.

Q. Did you do any work on it after you acquired it? A. they are doing some work on it now.

Q. Whereabouts, in the county? A. Yes, sir, in the county.

Q. That was in 1902? A. Yes, sir, I think about that time.

Q. You ceased operations on that for two or three years, didn't you? A. Well, it never was put into operation.

Q. I mean, in the way of building it; you ceased building it? A. Yes, sir.

Q. When did you begin again? A. In the last few months.

Q. Was it your purpose to complete the road? A. Not as originally planned, possibly.

Q. What is the change of plan? A. Well, they left off the north end.

Q. That is, to connect with the Merchants' Bridge? A.

Yes, sir. The building of the inner belt made the north end of it useless.

Q. Where does the inner belt reach from and to? A. The inner belt leaves the Merchants' Bridge Terminal's tracks at Carrie Avenue, and then crosses through the city of Granite City and the City of St. Louis to a point of junction with the Wabash Railroad at Page Avenue.

Q. In the City of St. Louis? A. No, sir, I think it is just outside the city.

Q. And there it stops? A. Yes, sir, and uses the Wabash Railroad tracks in.

Q. What is the extent of that mileage? A. Eight or ten miles.

Q. How much mileage has been constructed and is operated on the outer belt of the St. Louis & Terminal Railroad? A. That is taking shape now. We didn't think there was any business there to warrant any large expenditures, until recently the establishment of some industries, and everything, brought it into new life. The Evans-Howard Company, I believe, are going to move their fire-clay plant there, and they handle a large amount of material; and that may lead to the establishment of other industries; and the chances now are that they will complete it.

Q. After you purchased it, you ceased to build it? A. No, sir, we went on with the operation of it.

Q. But you didn't extend the building of it? A. The road was graded, and we continued laying ties and rails.

Q. Up to what points? A. That I cannot tell you.

Q. Then, recently, you began the completion of it to some particular point? A. Yes, sir.

Q. Who owns the stock of the Terminal Realty Company? A. The Terminal Railroad Association.

Q. That is a real estate corporation? A. Yes, sir.

Q. Are its real estate holdings entirely in the City of St. Louis? A. Yes, sir, entirely.

Q. What is the capital stock of that company? A. It is somewhere, I think, about a hundred thousand dollars, or less.

Q. The company owns very extensive real estate interests? A. Yes, sir.

Q. As you said yesterday, principally on the waterfront, and adjacent thereto, in this city, below the Eads Bridge? A. Yes, sir.

Q. On the companies you have mentioned, Madison & East St. Louis Belt Railroad, St. Louis Belt & Terminal Railway Co., Terminal Realty Company, and the Illinois Transfer Company—the $50,000,000 of bonds were a first mortgage? A. Yes, sir, a first mortgage.

Q. And all of the other property, then owned, or subsequently to be acquired, the $50,000,000 was subject to the prior lien of $17,500,000? A. Yes, sir.

Q. Do you know whether or not there was any record kept of the proceedings of the meetings of these various railroads, when these various arrangements were made, with reference to the depositing of the stock of the Wiggins Ferry Company with the Central Trust Company of New York, and the agreements entered into concerning the use and operation of this property? A. I think there was a record of it.

Q. Do you know who would have possession of that record? A. No, sir.

Q. Do you know who kept it at the time? A. Well, at those meetings you know there are various secretaries appointed. Some one of our number would keep it.

Q. Do you know whether those proceedings, or a copy of them, are in the possession of your company—that is, the Terminal Railroad Association? A. No, sir.

Q. Do you know whether or not there was any written agreement between these proprietary lines, with reference to the depositing of the ten thousand shares of the Wiggins

Ferry Company stock with the Central Trust Company of New York? A. Yes, sir.

Q. Do you know who signed that agreement? A. I believe it is part of the record, isn't it?

Q. It is not a part of the record here.

Mr. Watts: I will furnish General Crow with a copy of that agreement.

Mr. Crow: It was signed by all of the proprietary lines, and also by the Central Trust Company of New York?

Mr. Watts: I think so.

Mr. Crow: Q. You were not a party to that agreement, officially? A. No, sir.

Q. And the Terminal Railroad Association was not a party?

Mr. Watts: I don't recall whether it was or not. It will appear on the title page if it is.

Mr. Crow: Q. You said there were $17,500,000 of prior liens: Could you enumerate what those liens represent? A. There was a first mortgage of $5,000,000.

Q. Made by what company? A. Made by the Terminal Railroad Association.

Q. Wasn't that $7,000,000? A. Possibly it was $7,000,000. Including $5,000,000 to Mr. Gould.

Q. And $2,000,000 to pay for improvements? A. Yes, sir. I was coming to the second mortgage, where reservation was made as to this first one. And then, I think, $2,000,000 for the Merchante' Bridge, and $3,500,000 for the Merchants' Terminal.

Q. First, there was $7,000,000 issued by the Terminal Railroad Association upon its organization, or soon thereafter, in 1889? A. Yes, sir.

Mr. Watts: If you have no objection, General Crow, I should like to have Mr. Walsh state the date of that mortgage, October 1, 1889.

Mr. Crow: That was the $7,000,000?

Mr. Watts: Yes.

Mr. Crow: Q. $5,000,000 of those bonds were turned over to Mr. Jay Gould for money he had advanced in taking up the stock of the five subsidiary companies who had been operating the bridge? A. Yes, sir.

Q. And $2,000,000 retained for the purpose of the new corporation, the Terminal Railroad Association? A. Yes, sir.

Q. What is the date of the $1,200,000 mortgage?

Mr. Watts: November 10, 1894.

Mr. Crow: Q. What did that represent? A. You mean?

Q. $7,000,000 represented the prior loan? A. Yes, sir.

Q. And was retained to take that up? A. You mean how that was expended?

Q. Yes. A. In the acquisition and purchase of property.

Q. $5,000,000? A. Yes, sir.

Q. What property was purchased with that, if you remember? A. I think that includes the Union Station.

Q. The St. Louis Union Station? A. Yes, sir.

Q. The ground and the building: and does it include the trackage appurtenant to it, up to the mouth of the shed? A. Yes, sir.

Q. That covered that expense, did it? A. Yes, sir.

Q. When was the next mortgage issued? A. The next mortgage of the Terminal Railroad Association was in 1902. That was the $50,000,000.

Q. What goes to make up the difference between the $12,000,000 and the $17,500,000? A. The $17,500,000 includes $2,000,000 on the Merchants' Bridge and $3,500,000 on the Merchants' Terminal.

Q. $2,000,000 of bonds that have been guaranteed by the Terminal Railroad Association, under the terms of the contract of 1893? A. Yes, sir.

Q. And $3,500,000 on the Merchants' Terminal Railway Company? A. Yes, sir.

Q. Making $17,500,000? A. Yes, sir.

Q. Do you know the rate of interest that these bonds drew, the bonds of the various issues? A. I think the rate on the Merchants' Bridge is six per cent; the Merchants' Terminal is five per cent; and, then, our Terminal Railroad Association, I think that is five per cent, also.

Mr. Watts: The first is four and a half. A. The second would be five, then.

Mr. Crow: Q. And the Merchants' Terminal five and six? A. Yes, sir.

Q. And the $50,000,000 is four per cent? A. Yes, sir.

Q. You stated yesterday that $35,000,000 had been issued of the $50,000,000? A. Yes, sir.

Q. Of course, you include in that the $17,500,000, or whatever sum you still retain of that $35,000,000, to take care of the prior lien? A. Yes, sir.

Q. That would leave about $17,500,000 that has been expended? A. Yes, sir.

Q. And what does that expenditure represent? A. That represents the purchase of some of the properties you mentioned here to-day.

Q. The Conlogue road? A. Yes, sir. And then the changes in the Union Station, and the large purchases of property for yard room.

Q. Your records will show the details of that? A. Yes, sir.

Mr. Crow: Mr. Watts, will you furnish me that, if I require it? You can furnish that better and more accurate than the witness.

Mr. Watts: Very gladly.

Mr. Crow: Q. Do you know whether or not freight from, say, the Atlantic seacoast, if routed to St. Louis over

the Terminal Railroad Association property, to points west of St. Louis— A. Do I know anything about it?

Q. Do you know whether freight is shipped that way? A. I am not up in traffic matters. None of the traffic men have ever reported to me.

Q. What official of your road, aside from your traffic manager, would have that knowledge? The traffic manager seems to be out of town at present. A. He would be the proper one.

Q. There is no other official in the department who would have that information?

Mr. Watts: The General Superintendent would probably have the information. A. Yes, sir.

Mr. Watts: And he is in town? A. Yes, sir; but the proper man would be the traffic manager.

Q. But Mr. Burlinghame would probably have that information? A. Yes, sir.

Mr. Crow: Q. Have you any idea of the volume of traffic that is handled over the Terminal Railroad Association? A. Not in cars.

Q. Have you in tons? A. No, sir.

Q. Have you in dollars? A. Yes, sir, the receipts.

Q. What are they, approximately? A. I think last year, three million dollars, or less than three millions.

Q. Do you include in that receipts from the Merchants' Bridge Terminal Railway Company? A. No, sir, they are not in that. That is the Terminal Railroad Association proper.

Q. That does not include the Wiggins' Ferry Company? A. No, sir.

Q. Do you know what the receipts from the Merchants' Bridge Terminal Railway Company were? A. I know the aggregate receipts were about six million.

Q. From the three properties? A. From all the properties.

Q. About six million dollars? A. Yes, sir.

Q. Do you know whether or not the Interstate Car & Transfer Company is engaged now in the business of transferring freight across the river at St. Louis? A. I do not.

Q. You don't know anything about that? A. No, sir.

Q. Do you know who owns the stock of that corporation? A. Yes, sir.

Q. Who? A. The Terminal Railroad Association.

Q. Was it acquired at the time the Belt Railroad was acquired? A. I think I was mistaken about that. I think the Interstate Car & Transfer Company is owned by the proprietary lines— Well, I would rather not answer that.

Q. Who would have the information as to who owns that stock? A. The auditor.

Q. The auditor of your company? A. Yes, sir.

Q. And what is his name? A. Mr.—

Q. You don't know whether that company is operating or not? A. I believe it is, since you ask that question.

Q. Do you know if it is operated in connection with the Terminal Railroad Association property? A. It is operated in conjunction with it.

Q. Do you know whether or not there is any other property, beside the Wiggins Ferry Company, the Merchants' Bridge Railway Company, the Terminal Railroad Association, and the Interstate Car & Transfer Company—if that is the proper name for it—that are now engaged in the transporting of loaded or unloaded cars across the Mississippi River, between Illinois and Missouri? A. No, sir.

Q. You have no knowledge upon that subject? A. No, sir.

Mr. Crow: That is all I wish to ask Mr. Walsh now, but I will recall him later.

R. L. CONNER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. R. L. Conner; St. Louis, Mo.; Traffic Agent of the Hoyt Metal Company.

Q. In what business is the Hoyt Metal Company engaged? A. The manufacture of mixed metals.

Q. Where is your plant located? A. Granite City.

Q. How long have you been traffic manager of the Hoyt Metal Company? A. Seventeen years.

Q. How many cars a day does that company handle, inbound and outbound freight, at its plant—just approximately? A. Ten or fifteen.

Q. Were they formerly located on this side of the river? A. Yes, sir.

Q. How much coal will this company use a day? A. About two hundred tons.

Q. How is that coal delivered over at your plant in Granite City? At what price? A. I don't know.

Q. You don't know anything about that? A. No, sir.

Q. When did you move the plant from St. Louis? A. About three years ago.

Q. I will get you to state if what is known as the "arbitrary bridge charge" had anything to do with the removal of that plant? A. It did somewhat, at that time.

CROSS-EXAMINATION, BY MR. WATTS:

Q. Where were you located on this side? A. On Clayton Avenue, on the Wabash track.

Q. And the charge for transportation across the river had something to do with your removal to the east side? A. Yes, sir.

E. O. STANARD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. E. O. Stanard; St. Louis, Mo.; flour manufacturer.

Q. Where is your plant located? A. Our largest plant is at Alton, Ill.

Q. What is your output there? A. About eighteen hundred barrels a day; and then we have quite a large plant at Dallas, Texas.

Q. Was your plant formerly in St. Louis? A. Yes, sir, it was at the corner of Main and B— street.

Q. When was it removed from there? A. Well, I bought a moderate sized mill in Alton—I guess it was twenty-five years ago—and I finally concluded to enlarge that Alton mill, put it up to seventeen or eighteen hundred barrels, and discontinue milling here in St. Louis. I had an opportunity of leasing, merely the mill itself, to a creamery company, and I could still use the warehouse in connection with my city trade. The flour we needed for this city was all manufactured in Alton, and shipped down here. We sell six thousand barrels a month, and it is all made in Alton instead of here.

Q. Did what is known as the "bridge arbitrary" have anything to do with the removal of your plant from St. Louis? A. Yes, sir, it had a good deal to do with my determination to do my manufacturing on the other side of the river, as perhaps eighty-five or ninety per cent of our flour went east and abroad; and when I took into account the bridge arbitrary, and the fact that I could lease my old mill here at a fair price, I concluded to enlarge the Alton mill to

about eighteen hundred barrels a day, and do my manufacturing there, both for my eastern trade, and city trade here.

Q. Because it was more profitable? A. Yes, sir, it was more profitable.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. Mr. Stanard, you say you bought the Alton mill? A. I bought a comparatively small mill at Alton.

Q. About twenty-five years ago? A. About twenty-five years ago. I don't know exactly the number of years, but in that neighborhood.

Q. When did you begin to enlarge it? A. I haven't the figures exactly, but I think we discontinued manufacturing flour here about ten years ago, or perhaps a little longer than that, and about that time we enlarged the mill at Alton, and put it up to its present capacity.

Q. When you leased your milling property here, in the city, did you lease it to another milling company? A. No, sir, to a creamery company; and the warehouse connected with it we retained for a warehouse here, to bring our Alton flour here.

Q. The coal you use for fuel, comes also from the East? A. Yes, sir.

Q. From Illinois? A. Yes, sir.

Q. The wheat that you use as the staple of your flour comes from practically every direction? A. Every direction. But years ago it used to come more from Illinois than anywhere else, and the transfer across the river was one of the items that made me conclude I would try to avoid it, you know, by having the mill on the other side of the river.

Q. At the time you concluded to enlarge the mill at Alton, you were drawing the principal part of your wheat from the east side? A. Yes, sir; I think the majority of the wheat came from the east side.

Q. And you were drawing all of your coal which you used as fuel from Illinois? A. Yes, sir.

Q. And about eighty-five per cent. of your manufactured product west East? A. At least that, and perhaps more.

Q. Perhaps even more? A. Yes, sir.

Q. Therefore, you concluded that the east would be the place for you to do your manufacturing? A. Yes, sir, that is it.

V. W. FISHER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. V. W. Fisher; St. Louis, Mo.; General passenger and ticket agent of the Terminal Railroad Association.

Q. How long have you been with the Terminal Railroad Association? A. Since 1889.

Q. Since its organization? A. Yes, sir.

Q. What company were you with prior to that? A. With the lessees, the Wabash and the Missouri Pacific.

Q. The lessees of the Eads Bridge? A. Yes, sir.

Q. And prior to 1881 you were with the Eads Bridge? A. With the Eads Bridge.

Q. And have you been with the Eads Bridge since its opening? A. No, sir, I came to the Eads Bridge in 1878.

Q. What official position with the Terminal Railroad Association do you now occupy? A. The same.

Q. You mean you are the city passenger agent? A. Yes, sir.

Q. Where is your office? A. On the bridge, at Third and Washington Avenue.

Q. Do you have charge of the sale of tickets on the surface of the bridge, and also the Terminal Company, and the

Merchants' Bridge Terminal Railway Company? A. I have not charge of the sale of any tickets; I issue the tickets to the agents that sell.

Q. That is your duty, is it? A. Yes, sir.

Q. You issue tickets for what lines? A. To our ticket agents.

Q. Whom do you call your ticket agents—just simply the Terminal Railroad Association? A. Yes, sir.

Q. Do you issue tickets for the Merchants' Bridge Terminal Railway Company? A. Yes, sir.

Q. Do you issue tickets for Granite City and Madison? A. I do.

Q. And East St. Louis? A. Yes, sir.

Q. What do you call your stock-yards station? A. We call that "The National Stock Yards."

Q. And on this side of the river, do you issue any tickets for points on this side? A. We have no points on this side.

Q. You do not issue tickets from the bridge around to the Union Station, or to any of the lines from the Merchants' Bridge Terminal Railway to the station? A. From the Merchants' Bridge Terminal Railway to Union Station —yes, sir. All tickets are issued the same on the return trip as on the going trip.

Q. Take North Market Street. Is that a station on the Merchants' Bridge Terminal Railway? A. Yes, sir.

Q. Is there a ticket issued from there to the Union Station? A. No, sir.

Q. They use the ticket, coming back from the other side, but there are no tickets issued to points on this side? A. On this side of the river, to the Union Station—No, sir. But there are tickets issued from Granite City and Madison to Union Station, but not on this side of the bridge.

Q. Do you have charge of the issuance of these tickets, from Granite City and Madison to Union Station? A. Yes, sir.

Q. Do your records show the sale of passenger tickets to the various points on the roads? A. No, sir.

Q. What record of the Terminal Railroad Association would show that? A. The auditor's office.

Q. The auditor's office of the Terminal Railroad Association? A. Yes, sir.

Q. Is the auditor of the Terminal Railroad Association, and the Auditor of the Merchants' Bridge Terminal Railway Company, the same—or do you know? A. I cannot say positively.

Q. You don't know about that? A. No, sir.

Q. You have no records, and no knowledge, as to the extent of the ticket sales, in dollars and cents? A. Well, not exactly.

Q. Those tickets you deliver to those agents, they have to account for? A. Yes, sir.

Q. And the tickets they return, together with those they do not return, would aggregate the sales of tickets, wouldn't they? A. Yes, sir.

Q. In that way your records would show? A. I notify the auditor of what I issue to the different agents, and the agents report to the auditor. What they do not sell, and return to him, of course they get credit for.

Q. You are a director in the Terminal Railroad Association? A. No, sir.

Q. You are Inspector of Elections? A. Yes, sir.

Q. And in that capacity, you participate in their meetings? A. Yes, sir.

Q. And have done so for many years? A. A few years, two or three—not longer.

CROSS-EXAMINATION, BY MR. WATTS:

Q. You can state approximately, I think, the amount of sales? I suppose that will be satisfactory to Mr. Crow. A. On the Merchants' Bridge?

Q. Yes. A. I think it is approximately $8,000 a month.

Q. And on the Eads Bridge? A. I couldn't tell you that, because we get no returns for that, except from the stock yards train. The roads take the money for any other ticket that is issued.

Q. The revenue from the stock-yards train goes direct to the Terminal Railroad Association? A. Yes, sir.

Q. What is the revenue from that train? A. $12.50 a day.

Q. How many trains are there? A. There is one train in the morning to the stock-yards, and one in the evening back from the stock-yards to the Station.

Q. Does that train stop at any point between Washington Avenue, on this side of the river, and the stock-yards? A. No, sir; not to take on or leave off passengers. It might be stopped on account of something being in the way.

Q. The train you refer to now is what was referred to in the testimony the other day as "the bull train" to the stock-yards? A. Yes, sir.

Q. And that is operated by the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. You have been asked about trains of the Merchants' Bridge Terminal Railway Company; those trains run from the Union Station, in the City of St. Louis, to Granite City? A. Some of them.

Q. And others to what points? A. They run from Eighth and Gratiot Streets.

Q. On the west side? A. Yes, sir.

Q. The objective terminal point on the other side is what place? A. Granite City.

Q. For all of those trains? A. Yes, sir.

Q. Are there any intermediate stops? A. Yes, sir.

Q. At what points? A. Washington Avenue, North Market Street, Bremen Avenue, Madison, and then Granite City.

Q. Brooklyn? A. We don't touch Brooklyn.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Do you have anything to do with the tickets for the surface travel on the Eads Bridge? A. Yes, sir.

Q. Do you issue the ticket for the electric line? A. No, sir.

Q. Just simply for pedestrians and wagons? A. Yes, sir.

Q. Have you any idea what that traffic amounts to? A. Approximately $325 or $350 a day, excepting Sundays and holidays.

Q. It is greater on Sundays? A. It is smaller on Sundays.

Q. And smaller on holidays? A. Yes, sir.

Q. Have you any idea of what proportion of that sum you mentioned would be represented by the wagon and vehicle traffic? A. Well, yes, pretty close.

Q. Just approximately? A. Probably one hundred dollars will cover the foot passenger business, and the balance is wagon traffic.

Q. The majority of people that pass over the bridge, other than in their own conveyances, go on the street-car, don't they? A. Yes, sir.

Q. Have you any idea of the amount of that travel? A. I haven't any idea.

Q. Who could tell about that? A. Of our earnings from that?

Mr. Watts: You mean, the traffic on the street-cars?

Mr. Crow: Yes.

A. The auditor will be able to give those figures. All those figures go to the auditor's office.

Q. That report is made to him? A. Yes, sir.

Q. Do you know who operates the electric line on the bridge, now? A. The East St. Louis & Suburban Railway Company.

Q. Is that the same company that has always operated it? A. What do you mean by "always?"

Q. Since the beginning? A. No, sir.

Q. When did they begin to operate it, the East St. Louis & Suburban Company? A. I don't know exactly; three or four years ago.

Q. Do you know what the fare is across the bridge on the street car? A. From St. Louis to East St. Louis?

Q. Yes. A. No, sir; I don't know the commutation rate, but the regular rates is ten cents, which permits you to go to the city limits.

Q. The city limits of East St. Louis? A. Yes, sir.

Q. Do they issue commutation tickets? A. Yes.

Q. You have nothing at all to do with the freight department of your company? A. I don't know anything about it at all.

GEORGE HENDRICKS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. George Hendricks.

Q. What is your business? A. Treasurer and cashier of the Wiggins Ferry Company.

Q. How long have you occupied that position? A. As Treasurer, since about 1902.

Q. Did you become treasurer before or after the recent sale of the Wiggins Ferry Company? A. After.

Q. What position did you hold before that? A. Cashier.

Q. How long had you been cashier prior to that time? A. Since about 1885.

Q. What were your duties as cashier? A. Attending to

collecting their freight bills, charges for switching, and transfers.

Q. To whom did you turn in the receipts? A. To the Treasurer.

Q. And who was the treasurer before you were made treasurer? A. Philip C. Scanlon.

Q. Mr. Scanlon was a stockholder in the Wiggins Ferry Company? A. He was, yes, sir.

Q. What are your duties as auditor? A. None at all, I am not auditor.

Q. I mean as treasurer? A. To attend to the receipts and payments of vouchers.

Q. All moneys, drafts and checks pass through your hands? A. Yes, sir.

Q. And the books showing the disbursements and receipts of the Company are supposed to be in your hands? A. Yes, sir, what I handle.

Q. Does anybody else handle it? A. Not moneys. All the money goes through my hands.

Q. And everything that represents money goes through your hands, doesn't it? A. Yes, sir.

Q. Does the St. Louis Transfer Company do business with your company? A. They do, in a way; that is, ferryage business.

Q. Do they do a large and extensive business? A. A pretty extensive business.

Q. Most of the traffic that goes over the line of the St. Louis Transfer Company between Missouri and Illinois passes over on your boats? A. Yes, sir.

Q. How long has that been the case? A. I think since about 1877 or 1878, or somewheres around there.

Q. Do you know whether there is any contract for carriage of the wagons and teams of the St. Louis Transfer Company, between your company and that company? A. I think there is.

Q. Do you know when it was made? A. I don't know the date.

Q. Do you know the year? A. No, sir, I am not in possession of those records. Those records are in the possession of the Auditor.

Q. I will get you to state whether or not the contract gives to the St. Louis Transfer Company any lower or different rate from that given to the ordinary team for a load? A. I believe it does.

Q. What is the difference? A. About seventeen per cent.

Q. How long has that been operative? A. Ever since this agreement or contract was in force.

Q. Do you know how long that has been? A. No, sir, I don't know the date of it.

Q. Was it in operation prior to the sale of a majority of the stock of the Wiggins Ferry Company, in 1902? A. Oh, yes.

Q. Do you know when those settlements are made with the St. Louis Transfer Company? A. They are made monthly.

Q. Are settlements made by the St. Louis Transfer Company with you, as treasurer of the Wiggins Ferry Company? A. Indirectly. The voucher comes in in an indirect way. I handle the check.

Q. Is there a voucher allowing them this seventeen per cent. and passing that to their credit? A. Not exactly a voucher. There is a form of statement that the St. Louis Transfer Company makes up, of the number of tickets they use, to and from; that is in the form of a letter-head; so many tickets used at such a price, less seventeen per cent.

Q. I believe you state that was in operation prior to the sale of the Wiggins Ferry Company stock? A. Yes, sir.

CROSS-EXAMINATION, BY MR. M. F. WATTS:

Q. How long have you been treasurer? A. I cannot say exactly.

Q. How long have you been with the company? A. Since 1881.

Q. And, so far as you know, it was in effect ever since you have been with the company, since 1881? A. Yes, sir, so far as I know.

L. W. PUTNAM, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence, and occupation? A. L. W. Putnam; St. Louis, Mo.; Commercial Agent of the Wiggins Ferry Company.

Q. You have been with the Wiggins Ferry Company how long? A. About thirteen months.

Q. With whom were you before that? A. The Terminal Railroad Association.

Q. What position did you occupy with that company? A. I had several positions.

Q. Enumerate them, please? A. I was general freight agent, collector, assistant cashier, and contracting agent.

Q. Did you leave their employment to go with the Wiggins Ferry Company? A. Yes, sir.

Q. What are your duties as commercial agent? A. To take care of and look after traffic handled by the Wiggins Ferry Company.

Q. Do the records in your possession enable you to form an idea of the amount of traffic that the Wiggins Ferry Company carries on? A. No, sir, I have no records of that kind in my office.

Q. Have you an idea, from your knowledge of the busi-

ness, what it is? A. Yes, I should say approximately the Wiggins Ferry Company will transfer in the neighborhood of twelve or thirteen thousand cars a month, loaded cars.

Q. And then it does a large team traffic? A. There is quite an extensive team traffic. I don't know very much about the wagon portion of it.

Q. Do you know whether or not the Interstate Car & Transfer Company formerly used the landings of the Wiggins Ferry Company? A. I cannot say that positively. I believe they have, though.

Q. Do you know whether the Interstate Car & Transfer Company is now doing business? A. They are.

Q. Do you know who is operating that company? A. No, sir, I do not.

Q. What is the character of the business they carry on? A. A strictly car-load business, and they have nothing else but their transfer boats, tugs and barges. They have no rails of their own on either side of the river.

Q. They transfer cars across the river? A. Yes, sir.

Q. To and from what points? A. To and from the Burlington to what they call the "upper incline," north of the Merchants' Bridge, or to and from the Burlington, to what they call the "dike incline," on the east side of the river; and to and from the Iron Mountain incline on the west side to the dike incline on the east side of the river.

Q. Do you know Mr. J. L. Penney? A. Yes, sir.

Q. What position does he hold? A. He is the traffic manager of the Terminal Railroad Association.

Q. Do you and he have conferences about rates for traffic across the river? A. Not very often. Occasionaliy. If he puts in a rate, I ask him why it was put in, and the reasons for putting it in. And he may ask me that, if there is a rate made by the Wiggins Ferry Company. But I make all the freight rates for the Wiggins Ferry Company.

At this point further taking of testimony herein was, by consent of counsel, adjourned to Monday, October 8th 1906, then to be resumed at the same place, at 10 o'clock a. m.

R. E. Rombauer,
Special Commissioner.

Counsel for the compiainant filed application for Subpoena Duces Tecum, directing R. M. Fraser, Secretary of the St. Louis Coal Traffic Bureau, to appear and produce the records of meetings of said St. Louis Coal Traffic Bureau, from the year of 1900 to 1905, inclusive, and all circular letters issued for information of members by said Bureau from the year 1897 to the year 1905, inclusive; which subpoena duces tecum was accordingly issued by the Special Commissioner.

St. Louis, Mo., October 8th, 1906.

Met pursuant to adjournment as above on Monday, October 1st, 1906, at ten o'clock, a. m., in the Federal Building, in the City of St. Louis, Missouri.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Chester Krum and Charles Nagel, in behalf of the complainant; and Messrs. H. S. Priest, M. F. Watts and F. W. Lehmann, in behalf of the defendants.

The following proceedings were had:

Counsel for the complainant filed application for subpoena duces tecum, directing W. T. Lowden, Superintendent of the Missouri & Illinois Bridge Company, to appear and produce the books of said company, showing the receipts and disbursements thereof, for the years 1900 to 1906, inclusive; which subpoena duces tecum was accordingly issued by the Special Commissioner

CHARLES E. McEWING, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Charles E. McEwing.

Q. What is your business? A. I am in the brick business, fire brick, and face brick.

Q. How long have you been in that business? A. About twenty years, I guess.

Q. What is the character of the brick business that you carry on? A. We manufacture fire brick, and face and front brick.

Q. What part of the country do you furnish? A. We ship all over the country. We are shipping now from Winnepeg, Canada to Mexico, and from Santa Fe, New Mexico, to New England.

Q. What is the gross amount of business that you do in a year? A. I couldn't say, off-hand.

Q. Just approximately? A. We not only handle our own business,—that is, the brick that we manufacture, but we also ship under contract. Sometimes it is twenty millions, sometimes it is ten millions, and sometimes thirty millions, a year.

Q. Where is your plant located now? A. Calhoun County, Illinois.

Q. How far is that from St. Louis? A. Forty-three miles—that is, by rail.

Q. Where were you formerly located? A. St. Louis, Mo.

Q. What part of the city? A. Grand Avenue and Broadway.

Q. When did you remove from the city? A. About twelve or fourteen years ago; somewhere in there.

Q. What was the cause of your removing your plant? A. Well, we thought at that time—and we are still of the

same opinion—that we had a better location, in point of quality of clay, cheaper coal, and better facilities. The business being a shipping business, we can get cars more readily and promptly, on just one line at that time, that we could here. We were located on the Burlington, or rather we made a connection with the Burlington to our brick business. We made the transfer, and got our brick plant, with the C. P. & St. L. at Grafton, and the C. & A. and Burlington at ....., Missouri.

Q. Have you any means of transporting it at that point? A. Yes, sir.

Q. What have you? A. We own the Calhoun Connty Railway & Transfer Company, which is a little transfer proposition—$50,000 capital.

Q. Have you been doing any business here in St. Louis for the last few years? A. In the last few years we have not. But we have undertaken to do a little here recently.

Q. What experience have you had with it? A. Right now we are trying to furnish the brick for a building down at Broadway and Poplar, next to the Bemis Bag Company; and on account of lack of track room we are unable to get car space on the Terminal tracks.

Q. Have you experienced any difficulty in getting goods into the city? A. You mean over the Burlington? No, not at all. We can get it in in five or six hours.

Q. To what point? A. North St. Louis.

Q. Have you experienced any difficulty from that point on? A. Yes, sir, right now. I was speaking to Mr. Johnson over here. The yards are blocked in there. They have more business than they have tracks to handle it with.

CROSS-EXAMINATION, BY MR. M. F. WATTS:

Q. Mr. McEwing, you say that, in a general way, the difficulty with the prompt handling of the freight into St. Louis is due to the want of track room? A. Well, that is

merely my opinion. I would not pose as an expert. I was at Eighth and Gratiot Streets on Saturday, and walked all through the yards, and we simply couldn't get a car in. We have cars tied up at East St. Louis and North St. Louis. Our cars come in, and they bunch them on us, and then we have to unload eight or ten cars in twenty-four hours. In fact, under the present facilities, it makes it simply impossible to ship in.

Q. That is due to want of track room, is it? A. I don't know as to general conditions, but at Eighth and Gratiot there is no question but that is the trouble.

Q. That is the extent of your familiarity with the conditions? A. That has been my experience. It has been lack of facilities.

Q. That is, lack of track room? That is what you mean by lack of facilities? A. Yes, sir.

Q. You moved from St. Louis to Calhoun County, Ill., because you got better clay for your purpose, and cheaper coal? A. Well, Calhoun County, you know, has the reputation of being isolated, out in the world. But, isolated as it is, it is an actual fact that we can reach Canada, Winnipeg, Duluth, Minnesota, and St. Paul, quicker and better than out of St. Louis.

Q. On what line? A. The Burlington.

Q. So you deal only with one road? A. We did when we first went there; but during the last two years we have connected with the C., P. & St. L., on account of coal. But when we first located in Calhoun County we were on the Burlington Road. For instance, we had an order for eight or ten cars; we order them in the morning, and get them in the afternoon. They are very prompt. In fact, I don't know that we had any trouble at all.

Q. You have direct connection with the railroads? A. Yes, sir.

Q. Have your own tracks? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Do you know whether or not the Burlington has its own terminals in North St. Louis? A. Yes, sir, it has.

Q. Do you know what the charge was, prior to the sale of the Alton bridge, for sending cars across over that bridge? A. We paid four-tenths of a cent.

Q. For what? A. One hundred pounds.

Q. How long ago was that? A. I don't remember exactly. It was several years ago. Three or four years, I should say. But I guess the records would show that.

Q. Do you know what the charge is now? A. The same as the St. Louis bridges. They charge us one cent a hundred. But we don't bring coal that way.

Q. Do you know when that increase was made? A. About six months after the reported sale of the Alton bridge to the Terminal Railroad Association.

Q. Have you ever had any experience in sending goods into St. Louis over the Terminal lines, by way of East St. Louis? A. Right now we are in that position. We are shipping goods that way on this same job. We are playing it both ways, as they say. We are delivering it on the East side and the West side. It is six of one and half a dozen of the other. In both cases, it is held up.

Q. Any delays on the other side? A. Yes, sir, there are from time to time, but not any more than what you would expect in handling the business.

Q. Do you find any difference in trying to do business in St. Louis, and in doing business in other cities? A. In what respect?

Q. The delivery of goods? A. Well, we don't seem to have much trouble in Kansas City, Chicago, Minneapolis, or St. Paul. But I guess that is due, largely, to the fact that it goes in on a direct track, without being switched—a main line.

GEORGE S. RHODES, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. George S. Rhodes.

Q. What is your business? A. President of the Rhodes Transfer Company.

Q. What business does that Transfer Company carry on? A. Transferring freight from this side to East St. Louis for different business houses on this side.

Q. I will get you to state whether or not there is any difference in the conditions under which your Transfer Company is permitted to handle freight by the railroad companies on the east side, coming into St. Louis, and that of any other company? A. They are allowed a differential over us. About two cents a hundred. That practically puts us out of business.

Q. What do you mean by that? Explain that. A. We have a certain rate from East St. Louis to this city. Other transfer companies—some of them—will get an allowance from the railroad, I think of two cents on something and maybe more on other things.

Q. In addition to what is paid? A. In addition to what is paid by the consignee.

Q. What companies, if any, are allowed that? A. I understand that the St. Louis Transfer Company is; also the Columbia Transfer Company, I believe.

Q. What is the effect of that on your business on freight coming from East St. Louis to St. Louis? A. In fact, it puts us out of the business, as far as East St. Louis business is concerned.

Q. If all transfer companies were allowed to haul to and from East St. Louis on terms of equality by the east side lines, what effect would that have on the handling of freight

between St. Louis and East St. Louis? A. Well, it would relieve the situation in East St. Louis to a certain extent. There would be more teams hauling from there.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. Mr. Rhodes, do you maintain a warehouse for storing freight? A. Yes, a small one.

Q. Where is it? A. Nineteenth and Maiden Lane.

Q. Nineteenth and Maiden Lane? A. Yes, sir.

Q. That is on this side? A. Yes, sir.

Q. And where else? A. Nowhere else.

Q. How large is your warehouse? A. I cannot say just what the dimensions are. We put goods in there at night, take them out of the wagons and put them in there.

Q. Do you do a regular storage business? A. No, sir.

Q. Merchants shipping to the east side do not deliver goods to your warehouse? A. No, sir. Our customers don't want any warehouse. If we had a warehouse we would go out of business.

Q. You call at the stores for the goods? A. Yes, sir.

Q. And deliver them over there? A. Yes, sir.

Q. And you deliver from the stations, either on this side or the other, to the store? A. Yes, sir.

Q. You have this little warehouse; where you simply run in over night, where night overtakes you and you cannot get unloaded that same day; is that it? A. Yes, sir.

Q. The St. Louis Transfer Company maintains regular warehouses to which freight is delivered, does it not? A. Yes, sir.

Q. That two-cent concession you understand is made by the railroad companies? A. I suppose it is. I don't know. I know we don't get it.

Q. Well, do you know anything about it? A. Yes, sir.

Q. I understood you to say that the railroad companies made a concession of two cents? A. Yes, sir.

Q. That is, the east side lines? A. Yes, sir.

ERNEST STOHLMAN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. Ernest Stohlman.

Q. What is your business? A. Drayman.

Q. How long have you been in that business? A. Since 1888, I think; 1887 or 1888.

Q. Do you haul goods backwards and forwards across the river? A. I have been doing it, and I am doing some of it now, yet.

Q. Are you able to state whether or not the business backwards and forwards across the river, in transferring goods from St. Louis, Missouri, to East St. Louis, Illinois, would be affected if all transfer companies were allowed to haul by the railroad companies under the same conditions? A. It affects me a whole lot. I have been losing a whole lot of business through it.

Q. You did not catch my question. What I am asking is, if the business would be affected, the freight business in and out of St. Louis, the handling of the freight, if all the transfer companies were permitted to haul on the same terms? Would it be facilitated? A. I guess it is affected a whole lot, on account of the slow handling. If you ship it on this side, it takes so much longer to get it over, and the same case on the other side, for the Terminal's bringing it over. Sometimes it takes two weeks before you get the freight.

Q. Do you haul from the east side on the same terms, so far as the railroads are concerned, all the other companies? A. We have been getting about the same rate. But here

lately, of course, since this combine, or whatever you call it, we cannot do it any more.

Q. Well, what is the reason? Just tell the facts about it. A. We used to get four cents, or three and a half cents. And now, of course, the rate to St. Louis, I believe, that the railroad charges is a cent different Only a cent's difference for bringing the car over. And some two cents, as I understand.

Q. Who pays that? A. I suppose the railroad company must pay it.

Q. Do you get it when you haul? A. No, they won't allow us any.

Q. What has been the effect of that on your business? A. I used to have a whole lot more work, which I haven't got now. Of course I can haul it on this side, but some cars I have to haul so far that there is little money in it, and they don't want to pay enough.

CROSS-EXAMINATION, BY MR. F. W. LEHMANN:

Q. As I understand you, you say that now most of the business is brought over from the east side in cars: is that it? A. In cars, or transferred, I guess. The St. Louis Transfer Company.

Q. I thought you spoke about the railroad company bringing it over on the cars? A. They bring a whole lot of freight over in cars; yes.

Q. And they bring it over cheaper than you can haul it? A. Yes, sir.

Q. And that is what affects your business? A. Yes, sir.

Q. If the railroad companies were to leave it unloaded on the east side, and let it be hauled over by team, then there would be more work for the teams? A. That is the idea.

Q. But those people that brought it over with teams would have to charge more than the railroad company charges for bringing it over on the cars? In other words,

you can't haul as cheap as the railroad companies can haul in cars? A. No, sir.

Q. And that is what affects your business? A. Yes, sir.

Q. And some of the stations on this side, you say, are a long way off, and the haul is long, and the merchants don't want to pay sufficient to make the business profitable from these stations? A. Yes, sir.

T. F. LEHNE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. T. F. Lehne.

Q. Where do you live? A. Alton, Illinois.

Q. What is your business? A. Dry goods.

Q. How long have you been in business there? A. I have personally been connected with the business for seventeen years.

Q. Where do you buy your goods that you retail? A. From the different jobbing houses; from Ely & Walker, Rice-Stix, Ferguson-McKinney, and the Carleton Dry Goods Company, mostly.

Q. Do you buy in any other city than this? A. Yes, sir.

Q. Where? A. I buy in Chicago, New York, Philadelphia, and different eastern points.

Q. How large a store have you up there at Alton? A. I carry a stock in the neighborhood of about fifty thousand dollars.

Q. Do you have any trouble getting shipments of goods ordered in St. Louis? A. I do, yes, sir.

Q. What is the character of that trouble? A. Well, in routing goods out of St. Louis, over either the Big Four or the Chicago & Alton, I have at different times had to wait from three to four days for the shipment to arrive at Alton.

Whereas shipments from Chicago, shipped out in the evening, arrive between 10 and 11 o'clock the next morning. Making a difference in the time from Chicago to Alton, and from St. Louis to Alton, of several days. I have at different times tried to ascertain what the matter was, and I never got any satisfaction from the railroad company at home there. They seem to bring it through for us when they get it. They bring it through promptly—but they don't get it. That is their version of the matter.

Q. How far is it from here to Alton by rail? A. I think the distance is twenty-three miles.

Q. How far is it to Chicago? A. Two hundred and seventy-two miles.

CROSS-EXAMINATION, BY MR. F. W. LEHMANN:

Q. Are you familiar with the way deliveries are made in Chicago to the railroad company? A. I am not, no, sir.

Q. From what house do you buy in Chicago? A. From J. W. Farlin, Marshall Field, Carson, Pirie, Scott, mostly. And Morris, Mann and Riley.

Q. The shipments to you, whether from Chicago or St. Louis, are they chiefly broken lots, meaning by that, not carload lots? A. They are broken lots.

Q. Parcel or package freight? A. Yes, sir.

Q. Now, do you know whether the houses in Chicago have to make delivery to a belt line, or to a terminal company, or whethey they make delivery direct to the railroad company, which in turn delivers to you? A. I do not know.

Q. Here in St. Louis deliveries, shipments are not made direct to the railroad company, are they? A. My bill of lading always reads from East St. Louis.

Q. Your bill of lading reads from East St. Louis? A. Yes, sir.

Q. Do you know whether the merchants here make de-

livery to the railroad company at East St. Louis? A. No, I do not.

Q. Or whether it is handled through the terminals? That you cant' tell? A. It is my understanding that it is handled through the Terminal Association. I am not sure. That is the understanding that is given me.

Q. And that would mean the delivery on this side of the river? A. The only reason I believe it is handled by the Terminal Association is that there is always an advanced charge tacked on to the regular expense bill when I get it.

Q. And that is not the case in your shipments from Chicago? A. No, sir.

Q. So that apparently the deliveries in Chicago are made directly to the railroad company which carries the freight to you? A. Yes, sir, it must be—according to the expense bill.

Q. Well, you have the same reason for believing that the shipment was made direct to the railroad company in Chicago that you have for believing that it is not delivered direct to them here? A. Yes, sir.

Q. And you don't know where the deliveries here are, in fact, made? That is, at what points in the City of St. Louis? A. No, sir, I don't.

FREDERICK W. HOFMANN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Frederick W. Hofmann.

Q. What is your business? A. Hofmann Brothers' Produce Company. We are in the produce and commission business.

Q. How long have you been in that business in this city? A. Since 1860.

Q. Where is your place located? A. No. 700 and 702 North Second Street.

Q. What volume of business do you carry on in a year? A. We do a business of seven or eight hundred thousand dollars a year.

Q. What is the character of the goods, inbound and outbound, across the Mississippi River, that you handle? A. Is it perishable or not perishable, do you mean?

Q. Just as to the general character. A. A good deal of it is perishable, and all of it fluctuates in price constantly. They are goods that are fluctuating all the time in value.

Q. Are you familiar with the conditions that surround the handling of freight, inbound and outbound, across the river at St. Louis? A. Well, yes; we come in contact with it quite often, because our cars are often delayed, which puts us to expense, if goods don't come in, and prices decline.

Q. Is that on the inbound shipments? A. Both ways.

Q. Do you know where that delay happens? A. Well, it happens largely between St. Louis and East St. Louis, with the Terminal Railroad Association.

Q. Have you any expense bills that show delay? A. No, I have not, but I have data of facts that happened recently.

Mr. Crow: Well, you have already testified to the general fact. I think that is sufficient.

WILLIAM K. KAVANAUGH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. William K. Kavanaugh.

Q. You live in St. Louis? A. I do.

Q. What business are you engaged in, Mr. Kavanaugh? A. I am connected with the Wiggins Ferry Company, Interstate Car & Transfer Company, and am in the coal business—Southern Coal and Mining Company.

Q. Will you please state what lines of business these companies respectively carry on? A. The Southern Coal & Mining Company conducts a coal business.

Q. Where at? A. In Illinois.

Q. What point? A. Within a radius of thirty-five miles of East St. Louis, on the Southern Railway. The Wiggins Ferry Company conducts a car transfer business across the river. And the Interstate Car & Transfer Company the same character business.

Q. When you speak of "car transfer," you mean the transfer of cars loaded with freight to be unloaded? A. Yes, sir.

Q. How long have you been connected with the coal business? A. About a year, a little over a year.

Q. What did you say the name of the corporation was? A. The Southern Coal & Mining Company.

Q. How long have you been connected with the Wiggins Ferry Company? A. I think it was March, 1903, the first of March—or probably February, 1903.

Q. How long have you been connected with the Interstate Car & Transfer Company? A. Since its organization, about fourteen or fifteen years ago.

Q. You organized that company? A. I organized it, yes, sir.

Q. What position do you occupy with the Wiggins Ferry Company? A. I am President and General Manager.

Q. Who are the directors of that corporation? A. There are five of them. Mr. Henry Miller—

Q. What business is he in? A. He is manager of the Wabash Railroad. Mr. E. B. Pryor, who is one of the Vice-Presidents of the Wabash Railroad.

Q. What business is he in? A. He is one of the Vice-Presidents of the Wabash Railroad. And Mr. Benjamin McKean, General Manager of the Vandalia, an arm of the Pennsylvania Road. Mr. A. M. Dale, one of the General Agents—I believe his title is—of the Illinois Central Railroad. Those are the directors—with myself.

Q. Do you know who owns and controls the stock of the Interstate Car & Transfer Company, at this time? A. I'll declare, I have forgotten whose name the stock is in. There are several shares in the name of the directors, and I believe it is in the name of Mr. Anderson.

Q. Who is Mr. Anderson? A. Mr. F. E. Anderson—he is connected with the Terminal Association.

Q. In an official capacity? Is he the Mr. Anderson who was here as a witness the other day? A. I think so. Yes, sir, I saw him in the room.

Mr. Watts: The Terminal Association owns the stock of the Interstate Car & Transfer Company. It is not necessary to show that by this witness.

Mr. Crow: Mr. Walsh showed that the other day.

The Witness: Your question was, whose name the stock was in. I was answering that question.

Q. Who constitutes the Board of Directors of that corporation? A. I think Mr. Pryor of the Wabash, and Mr. W. K. Bixby, and myself. I think that is the Board of Directors.

Q. You say this corporation was organized in 1893? A. No, sir. I did not say what year. I think it was about fourteen or fifteen years ago.

Q. Well, it was several years ago? A. Yes, sir.

Q. What properties has the Interstate Car & Transfer Company now? A. They own two steamers—that is, a tug and a towboat; and two barges.

Q. Are those barges car transfers? A. They are trans-

fer barges. And they also own an incline on the Burlington property north of the Merchants' Bridge.

Q. On this side of the river? A. Yes, sir, on this side of the river.

Q. Is that all of their property? A. Practically, all of their property. Of course, there is a lot of little stuff.

Q. What was the amount of capital stock of that corporation? A. Three hundred thousand dollars, I believe.

Q. When was it sold to the Terminal Company? A. About four years ago, I think it is. About four years ago the sale was made.

Q. Before or after the sale of the Wiggins Ferry Company? A. I think it was before.

Q. Before the sale? A. I think it was before the sale of the Wiggins Ferry Company.

Q. Do you know the price that was paid for it? A. I do not recall the price.

Q. Do you remember the amount per share that was paid for it? A. My recollection is it was $150 a share, or something like that.

Q. For the $300,000 of stock? A. Yes, sir. I am not positive about that, though.

Q. Was that paid in shares of other corporations, or paid in cash? A. Paid in cash.

Q. Who at that time owned the Interstate Car & Transfer Company? A. There were about six or seven stockholders. Mr. S. M. Kennard; Mr. W. K. Bixby; Mr. John F. Lee; myself, and Mrs. James Y. Lockwood; and some other stockholders that I don't remember now.

Q. What business is Mr. Lockwood in? A. He was Secretary and Treasurer of the Company.

Q. Mr. Kennard of the Kennard Carpet Company? A. He was one of the stockholders—yes, sir.

Q. Mr. Bixby, of the car company? A. The American Car & Foundry Company—yes, sir.

Q. Now, at the time of the sale what property did the Interstate Car & Transfer Company own? A. About the same property that they have now.

Q. That was, two tug boats— A. Two separate outfits for transferring cars. In that company they use one of the largest transfer barges in the country. It holds twenty-six cars on a barge. And they have a tug-boat to tow that. The other barge is a fourteen-car barge, and they have a little tow-boat to tow that.

Q. Do you konw, Mr. Kavanaugh, at the time of this sale, what was the par value of the stock of the Interstate Car & Transfer Company? A. It was held closely, it was not on the market.

Mr. Lehnmann: The par value, is what Mr. Crow said.

A. The par value was $100, to the best of my recollection.

Q. You say it had no market value, that it was not on sale? A. No, sir.

Q. Do you know at what rate per ton the Interstate Car & Transfer Company was transferring coal across the Mississippi River, in 1901? A. I think the rate was thirty cents a ton.

Q. Thirty cents a ton? A. Yes; a cent and a half a hundred.

Q. Was it reduced that year? A. I think it was reduced the same year the Terminal bought it, or the year afterwards. It was shortly after that time.

Q. Did you get the same rate that the Terminal Railroad Association was getting? A. We endeavored to get the same rates charged on all freight across the river.

Q. I will get you to state whether or not you cut the rate on coal in 1901 and 1902? A. I think not.

Q. Do you know? A. I don't recall that we ever did.

Q. You would know if it had happened? A. I presume I would. I don't recall very clearly. I have not been an owner of the property for a long time, although I have re-

tained my connection with it. At the same time, I don't think there has been any rate-cutting.

Q. Were you then in the active management of the company? A. Yes, sir.

Q. Did your company file and publish a tariff with the Interstate Commerce Commission? A. Always; yes, sir.

Q. Did you have any understanding or agreement with the Wiggins Ferry Company and the Terminal Railroad Association, as to the price to be charged for transferring freight across the river? A. We did not.

Q. Did you have any conferences with them concerning this? A. No, sir.

Q. Do you remember a committee from the Terminal railroads, the proprietary lines—waiting upon you, in 1901, with reference to a coal rate across the Mississippi River? A. I don't remember ever meeting such a committee.

Q. Did any other official of your company meet such a committee? A. Not that I know of.

Q. Did you road operate in connection with the Southern Railway? A. It did.

Q. The Southern Railway owned a belt line? A. The Venice & Carondelet Belt Railway.

Q. That ran from where to where? A. It ran from the dike about opposite Chouteau Avenue, around the city of East St. Louis, to a point up in Venice, connecting with all railroads, or practically all.

Q. Now, in 1901 and 1902, the Southern Railway was not a member of the Terminal Railroad Association, was it? A. I think not, at that time.

Q. I will get you to state whether or not the Southern Railway, or its belt line, interchanged traffic with the various roads that were crossed in East St. Louis? A. They do.

Q. Did they at that time? A. They did at that time—whatever business was offered. It was not much. But they did that class of business with that belt.

Q. What other road did your Interstate Car & Transfer Company operate in connection with? A. On the Illinois side, none other, directly. That is, we operated through them with all railroads.

Q. The belt line that you speak of, the Venice & Carondelet Railway, ran direct from a point in the Southern portion of East St. Louis, to a dike down on the river? A. Yes, sir.

Q. Called the American Levee, or the Levee on the American Bottom? A. I think not, sir. It may have been an old part of that levee, but I think this dike is probably older than the levee. It was built there away back in Mr. Mackey's time.

Q. What number of cars, if you recollect, did you handle from the Illinois shore, coming in over those connecting roads? A. It would depend largely upon service by the railroad companies over on this side of the river; but I should say from seventy-five to a hundred and fifty or two hundred cars a day; sometimes more, and sometimes less.

Q. What roads did you operate with on this side of the river? A. We connected with the Iron Mountain at Lesperance Street. We connected with the Burlington over an incline that we built, probably a quarter of a mile north of the Merchants' Bridge, just above the Burlington elevator, on Burlington property.

Q. Just those two roads? A. Just those two roads.

Q. How many cars would you handle from this side of the river to the east side? A. The total I gave you awhile ago meant the transfer both ways. Sometimes it would be more, and sometimes less. Our business was not very large.

Q. Who operates the Interstate Car & Transfer Company at this time? A. Do you mean who are the officers?

Q. Yes, the officials? A. Well, I am still President of the company. It is operated through a superintendent.

Q. In conjunction with the Wiggins Ferry, and other

Terminal properties? A. I think not. It is operated entirely separately. It gives the same service that it used to give—with the same people.

Q. Does it transfer any passengers? A. No passengers.

Q. Have you any idea of the amount of gross receipts of the Interstate Car & Transfer Company at the time of the sale, per annum? A. No, General, I could not recall that offhand. There would be figures you could ascertain, I presume, very easily—but I could not give you the figures offhand at all.

Q. Those figures, I presume, could be secured? A. Oh, yes, you could secure those figures.

Mr. Crow: If I want those figures, Mr. Watts, will you let me have them?

Mr. Watts: Yes, sir, you can have them.

Q. Who fixes the rate now for the transportation of freight backwards and forwards by the Interstate Car & Transfer Company? A. I'll declare, I cannot recall who does that. I think it is fixed, usually, by the Superintendent. It is intended to keep in line with other rates.

Q. What do you mean by that—"keep in line with other rates?" The other rates of the Terminal properties—the Wiggins Ferry, and the bridges? A. It has always been the policy of the Interstate Car & Transfer Company not to cut rates. We always maintain the rates that are made. For instance, on coal, we reduced thirty or forty cents, when the reduction was made.

Q. You mean that the same rate maintains for the transportation of freight by the Interstate Car & Transfer Company that does for the Wiggins Ferry and the bridges? A. You can ascertain that from the tariffs. But I am pretty sure they are all alike.

Q. Who controls that belt line in East St. Louis now? A. The Southern Railway Company.

Q. They still operate it? A. They still own it and operate it.

Q. Does it still interchange traffic with all the roads that cross it? A. All roads that offer—yes, sir.

Q. And I believe you stated that it crossed all of the lines in East St. Louis. A. Practically all of them. I think they have connection with nearly all of them. There might be an exception of some small line—a small electric line, or something of that character.

Q. Have you any idea of the volume of business that it does now? A. I have no definite idea. It is quite a large interchange business. They have a great many industries on their line.

Q. Does the Interstate Car & Transfer Company own any railroad tracks on either side of the river? A. None, except the incline track on the Burlington property, which was put up there by contract with the Burlington.

Q. I believe you stated that you owned only one incline, and that was on this side of the river? A. Yes, sir.

Q. Whose incline did you use on the other side of the river, before the sale? A. The Southern Railway incline —Venice & Carondelet Belt.

Q. It belonged to the Southern Railway Company? A. Yes, sir.

Q. Do you know whether or not the tariffs as published by the Interstate Car & Transfer Company are maintained? A. I am positive they are.

Q. Is the same thing true of the Wiggins Ferry Company? A. Yes, sir.

Q. Have you any idea of the amount of business that the Interstate Car & Transfer Company does now, as compared with what it did before the sale? A. I think it is equally as large, and probably larger. I think it has grown somewhat.

No cross-examination.

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L. A. MILLER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. L. A. Miller.

Q. What is your business? A. General merchandise, in Jerseyville, Illinois.

Q. How far is Jerseyville from St. Louis? A. Forty-five miles.

Q. How long have you been in business there? A. Over ten years.

Q. Do you buy goods at wholesale in St. Louis? A. Yes, sir.

Q. How do you have them shipped, by rail, or how? A. By rail, yes, sir.

Q. Do you have any trouble in getting shipments from St. Louis? A. I have some trouble—yes.

Q. What is the character of that trouble? A. It is delayed a little bit longer than I think it ought to be, in shipping. And then I have them get lost every once in a while.

Q. Is there any difference in time of shipments, if the goods are delivered to the railroad on this side of the river, or delivered to the east side? A. Yes, sir; there is always a day's difference, if not more.

Q. Well, a day how—what way—sooner or later? A. If they are delivered on the other side, it is a day sooner.

CROSS-EXAMINATION, BY MR. M. F. WATTS:

Q. What railroad is Jerseyville on? A. C. P. & St. L.; and the Chicago & Alton.

Q. The rates from St. Louis to Jerseyville are the same by the C. P. & St. L. as by the Chicago & Alton, are they? A. Yes, sir.

Q. The C. P. & St. L. Railroad is not a member of the

Terminal Railroad Association, is it—or do you know? A. I don't know.

Q. But you do know that the rates are the same, both by the C. P. & St. L. and the Chicago & Alton? A. Yes, sir.

At this point a recess was taken until this afternoon, at 2:30 p. m.

After recess, on Monday, October 8th, 1906, the following proceedings were had:

JOHN SCULLIN, recalled, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Scullin, do you remember the time of the sale of the Interstate Car & Transfer Company to the Terminal Railroad Association—or have you any knowledge of that transaction? A. No, sir, I have none.

Q. You were running the Wiggins' Ferry Company, were you, at the time the Interstate Car & Transfer Company were doing business, or part of that time? A. Yes, sir.

Q. Do you know whether or not the Interstate Car & Transfer Company maintained the published rate for transferring goods? A. That I could not say.

Q. You don't know about that? A. I don't know about that.

Q. Mr. Scullin, do you own any of the St. Louis Transfer Company stock? A. Yes, sir.

Q. How much? A. I suppose I have got two or three hundred shares. I don't know just how much.

Q. Does it stand in your name on the books? A. Yes, sir.

Q. Do you hold any as trustee for anybody else? A. No, sir! I do not.

Q. Do you know whether or not, at the time you sold the

Wiggins' Ferry Company stock that you had, at the time of the sale, the Wiggins' Ferry Company owned any of the St. Louis Transfer Company stock? A. Yes, sir, they did.

Q. How much did they own? A. I don't know how much—quite a little bunch.

Q. Several hundred shares? A. Yes, sir. But I don't remember how much.

Q. Did that go with the shares to the purchasers? A. Yes, sir.

Q. You don't know as to whom it was turned over? A. No, sir, I do not. I don't know what disposition was made of it. All I know is that whatever the Wiggins Ferry Company had, when they acquired it everything followed. And they had considerable stock.

Mr. Priest: You don't mean to infer from the question that that stock passed with the Wiggins' Ferry Company stock otherwise than as an asset of the Wiggins' Ferry Company?

Mr. Crow: As an asset, certainly—it could not pass any other way.

Mr. Priest: That question seemed to show that it was sold as a distinct piece of property.

Mr. Crow: I meant that it was sold with the Wiggins Ferry Company stock.

Mr. Crow: Q. Is it a fact that when the Wiggins Ferry Company stock was sold, that the St. Louis Transfer Company stock that belonged to the Wiggins Ferry Company, went with it, an an asset of the Wiggins Ferry Company stock? A. Yes, sir, it did; as an asset of the Wiggins Ferry Company stock.

Mr. Crow: That is what I meant to ask.

Q. Did you buy the stock of the St. Louis Transfer Company that the Wiggins Ferry Company owned? A. No, sir.

Q. Do you know who did? A. I found it in the possession of the Wiggins Ferry Company when I took possession,

sixteen or seventeen or eighteen years ago. Probably my predecessor, Captain Clubb.

Q. Do you know how long he served? A. No, sir; I do not know.

No cross-examination.

ROBERT M. FRASER was next called upon to produce the documents called for by the subpoena duces tecum issued on October 5th, whereupon, through Mr. R. J. Kramer, counsel, he presented the following objection, which objection was overruled by the Special Commissioner, and the witness ordered to produce the documents on Thursday morning, October 11th.

Said objection is in words and figures following, to-wit:

United States of America.
Eastern District of Missouri. } ss.

In the United States Circuit Court, for the Eastern Division of the Eastern District of the State of Missouri.

United States
vs.
Terminal Railroad Association of St. Louis.

ROBERT M. FRASER, who has been subpoenaed as a witness on behalf of the United States to appear before R. G. ROMBAUER, Special Examiner, in the above entitled suit, and by the subpoena served upon him requested to produce the documentary evidence, in substance as follows:

Information Circulars, Numbers 1 to 8, inclusive, of the St. Louis Coal Traffic Bureau.

All records of meetings held during the year 1905 down to the month of October, of the East Bound Freight Committee.

All records of meetings held during the year 1905 down

to the month of October, by the St. Louis and Belleville Freight Committee.

All records of meetings held during the year 1905 down to the month of October, by the St. Louis & Cincinnati Freight Committee.

All records of meetings of the St. Louis Coal Traffic Bureau from January 1st, 1900, to the 1st of January, 1906, and all circular letters issued for the information of members by said Bureau from the first of January, 1897 to the 1st of January, 1906. Now appears before said Examiner and objects to furnishing said documentary evidence, and each and every part thereof, for the following reasons:

FIRST: Because said testimony is irrelevant and is wholly incompetent under the issues involved in this suit.

SECOND: Because the said documents and evidence called for are the records and proceedings of the St. Louis Coal Traffic Bureau, The St. Louis East-bound Freight Committee, the St. Louis-Cincinnati,Louisville Freight Committee, and the Belleville & St. Louis Traffic Bureau, that each of said Committees and Bureaus are composed of the representatives of various Railroads entering the City of East St. Louis, Illinois, and are maintained for the purpose of discussion of matters interesting the Railroads represented in said Committees and Bureaus and for the purpose of preparing and furnishing statistical information to said Railroads represented in said Committees and Bureaus and their patrons, and said Committees and Bureaus do not pretend to control the actions of any of the Railroads represented in said Committees and Bureaus, that said evidence does not call for any of the statistical information kept by said Committees and Bureaus, but does call for records and papers of said Committees and Bureaus which are of a private nature and do not of themselves show any action taken by any of the Railroad Companies represented in said Committees and Bureaus, and therefore

the attempt to secure said information is in violation of the 4th Amendment to the Constitution of the United States.

And said witness also on behalf of each of said Committees and Bureaus makes the aforesaid objection to the production of said documentary evidence.

Dated this 8th day of October, A. D. 1906.

R. E. Rombauer,
Special Commissioner.

JAMES H. McCABE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. James H. McCabe.

Q. What is your business? A. Carriage manufacturer.

Q. Where is your place of business? A. No. 1217 North Broadway.

Q. How long have you been in business in this city? A. Thirty-five years.

Q. Do you do any business back and forth over the river here, shipping goods in and sending goods out? A. Yes, sir.

Q. Where do you deliver your goods that are out-bound on lines east of the Mississippi River? A. Now we do it principally on the east side.

Q. What is the reason of that? A. The Terminal people refuse to accept our goods.

Q. Why? A. Because they were too bulky, and they could not handle them.

Q. Now, what particular goods is that? Just describe what goods it is they refuse to accept. A. Ordinary stake wagons, such as freight is hauled in; wagonettes and depot coaches, for carrying passengers to and from depots and hotels; and hearses.

Q. When they are taken to the east side are they loaded in the same character of cars that they would be loaded in here, if accepted? A. Yes, sir.

Q. Has that had any effect on your business, as to cost of shipping? A. It has cost us considerably more.

CROSS-EXAMINATION, BY MR. F. W. LEHMANN:

Q. Are these goods of yours handled already set up? A. No, we knock them down, and crate many of them.

Q. Crate many of them? A. Where it is necessary to crate them, we crate them.

Q. And the Terminal Railroad Association finds it difficult to handle them? A. Yes, sir; I suppose so. They refuse them.

Q. And so you handle them to the other side? A. Yes, sir. In fact, they told us to do that; that it was the only way for us to do it. They couldn't handle them down there.

JAMES Y. LOCKWOOD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name in full? A. James Y. Lockwood.

Q. What business are you in, Mr. Lockwood? A. Coal mining.

Q. What is the name of your corporation, if you have one? A. Southern Coal and Mining Company.

Q. Where is it located? A. The office? No. 918 Security Bldg.

Q. Where is your mine? A. We have eight or ten of them on the Southern Railway.

Q. In the State of Illinois? A. Yes, sir.

Q. You were formerly connected with the Interstate Car & Transfer Company, were you not? A. Yes, sir.

Q. What connection did you have with this company, in an official way? A. I was secretary and treasurer.

Q. Were you secretary and treasurer of that company in 1901 and 1902? A. If that was the time we sold out—I think it was—I was Secretary and Treasurer the whole time.

Q. Up to the time of the transfer of the property? A. Yes, sir.

Q. Do you remember the circumstance of the rates being cut in 1901, and a committee of the railroads waiting on your organization? A. No, sir, I never heard of it.

Q. You never heard of that? A. No, sir.

Q. Do you know whether or not those rates were cut on commodities, at that time, across the river? A. No, sir, I do not. I don't remember it. I may have known it if it was a fact, but I don't remember.

Q. What official of your company would know it? A. I don't know whether Mr. Kavanaugh would—or Mr. Baulsch; he was traffic manager at that time.

Q. Would he know about it? A. I don't know whether they waited on us. They were fighting us, and we were fighting them, all the time.

Q. Do you know whether those rates were cut? A. I don't know.

Q. You would not know if they were? A. I have no recollection of it at all. I might have known it, and probably would have known it. Five years is a long time for me to remember. My memory is not very good.

Q. But the performance of your duties would not necessarily involve a knowledge of that? A. No, sir.

Q. But it would of Mr. Baulsch? A. I should say so.

Q. He was your superintendent of traffic? A. Yes, sir.

No cross-examination.

At this point the further taking of testimony herein was, by consent of counsel, adjourned to Thursday, October 11th, 1906, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, Mo., Oct. 11th, 1906.

Met, pursuant to adjournment as above, on Thursday, October 11th, at 10 o'clock, a. m., in the Federal Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner. Messrs. E. C. Crow, Chester H. Krum and Charles Nagel appeared in behalf of the complainant. Messrs. H. S. Priest, M. F. Watts and F. W. Lehmann, appeared in behalf of the defendant.

The following proceedings were had:

R. M. FRASER, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Have you—

Mr. Priest: One moment, please. We think there should be somebody to pass upon the relevancy and competency of questions; and, inasmuch as the Commissioner feels he is not authorized to do so under the present order, unless we can get the consent of the solicitors representing the Government to a modification of the order, empowering the Commissioner to pass upon the relevancy and competency of the testimony, we shall make application to one of the Circuit Judges to so modify the order as to give the Commissioner such power. We should like the Commissioner, unless the solicitors for the Government agree to that, to suspend the taking of testimony until we can have an op-

portunity to make such an application to one of the Circuit Judges.

The Commissioner: I suppose the question is not likely to arise in the examination of some of these witnesses. We might, therefore, proceed until it does arise.

Mr. Priest: I think it is likely to arise now, in regard to the witness who has been recalled to the stand. Your Honor sustained an objection to a question asked this gentleman.

Mr. Crow: I do not recall any objection your Honor sustained to a question asked this witness. He has charge of several Committees. A subpoena duces tecum has been served upon him, directing him to produce the records of those associations. He is represented by his counsel, Judge Kramer, of East St. Louis, who says he has no objection to those records going in.

Mr. Kramer: I say we have filed formal objections. Of course, we claim that under the Fourth Amendment to the Constitution, this examination ought not be made. This is an unreasonable search here for matter, in our view. Of course, I am not pressing it any further, because, as I understood it, the Examiner would not pass upon the question at all. We contend that this is going outside altogether, and it is an unreasonable search for matters. In our view, these records in the possession of Mr. Fraser, of these Bureaus and these Committees, have no bearing upon this case whatever.

The Commissioner: As a matter of course, so far as my ruling is concerned, I cannot change that, because I have no doubt about its correctness. So far as any application to be made to the Court, of course these gentlemen are at liberty to make it.

Mr. Priest: We think the taking of the testimony should be suspended to give us an opportunity to present that to one of the Circuit Judges.

Mr. Kramer: I wish to make the further objection that the Examiner has no power to compel the witness to produce books and papers, and on this account we object to producing them.

The Commissioner: I suppose you have not seen the order which enlarged the Commissioner's power.

Mr. Kramer: The rules of the Supreme Court do not authorize any such enlargement, and we are not a party to it, and are not bound by that. So that this matter may be presented, I will refuse at this time to offer this testimony; we will not submit it at this time.

The Commissioner: You will submit it, I presume. The witness will submit it, and testify to it, whether you desire to submit it or not.

Mr. Kramer: We want to preserve our rights.

The Commissioner: You may decline, and the Commissioner compels you to do it.

Mr. Kramer: That is what we are doing now. We are declining.

Mr. Crow: Q. Please give your name? A. Robert M. Fraser.

Q. Where do you live? A. St. Louis, Mo.

Q. You were sworn and have testified in this case before? A. Yes, sir.

Q. You are the same R. M. Fraser whose testimony appears formerly in this case? A. Yes, sir.

Q. I will ask you, Mr. Fraser, if you have any connection with what is known as the East-bound Freight Committee. A. Yes, sir.

Q. What is your relationship to that Committee? A. Chairman.

Q. Who are the members of that Committee? A. I cannot recall them all.

Q. It is composed of railroads? A. Yes, sir.

Q. What railroads are members of that East-bound

Freight Committee? A. The Baltimore & Ohio Southwestern; Chicago & Alton Railway; Chicago, Peoria & St. Louis Railway, of Illinois; Cleveland, Cincinnati, Chicago & St. Louis Railway; Illinois Central Railroad; Henderson & St. Louis Railway; Chicago & Eastern Illinois Railroad; the Vandalia Railroad; the Wabash Railroad; the Southern Railway (St. Louis-Louisville lines); Terminal Railroad Association of St. Louis.

Q. What territory has that committee jurisdiction over? A. It is a sub-committee of a central freight association.

Q. Where is the central freight association located, and what is it? A. The Central Freight Association is located in Chicago, with headquarters in Chicago.

Q. Of what is it composed? A. It is composed of the railroads in what is known as Central Freight Association Territory. I don't know whether you want me to define the territory?

Q. You may do that, if you like. A. It is the western termini of the trunk lines; that is, Buffalo, Pittsburg, and north of the Ohio river, including Chicago and St. Louis.

Q. When was the Central Freight Association formed? A. Possibly fifteen or twenty years ago, under practically the same name.

Q. And it has been in continuous existence under the same name? A. Not exactly the same name.

Q. But practically so? A. Yes, sir.

Q. When was the East-bound Freight Committee formed? A. I cannot answer that accurately, but I would say fifteen or twenty years ago.

Q. Where are the headquarters of that East-bound Freight Committee? A. Of the St. Louis East-bound Freight Committee?

Q. Yes. A. In the Wainwright Building, at present.

Q. In the City of St. Louis, and State of Missouri? A. Yes, sir.

Q. You are the custodian of its records? A. Yes, sir.

Q. What relation does the East-bound Freight Committee bear, in an organization way, to the Central Freight Association? Is it a subsidiary body? A. It is one of the numerous committees that are located in the different cities, through which the matters connected with the different railroads are discussed, and recommendations, or otherwise, made to the Central Freight Association in Chicago.

Q. What other cities are there in which there are located Committees of this Central Freight Association? A. Louisville, Cincinnati, Pittsburg, Buffalo, Detroit, Toledo, Indianapolis, Chicago, Peoria, and possibly a number of other places. I do not recall them now.

Q. Have you the records of the East-bound Freight Committee, as called for in subpoena duces tecum which was served upon you, here before the Commissioner? A. Yes, sir.

Q. Will you produce them, and let us examine them?

Mr. Kramer: As counsel for the witness, I advise him, for the reasons heretofore stated, not to produce them.

The Commissioner: Do I understand you to refuse to produce them? A. Under instructions of counsel.

Q. Do you mean to say you refuse to produce them? A. Yes, sir.

Q. You are ordered to produce them, and you know the consequences of disobeying that order? A. No, sir, I do not.

Q. I will have to commit you, if you refuse to produce them.

Mr. Kramer: I want to inquire, if, under the rule, the Commissioner is empowered to do that?

The Commissioner: The Commissioner does not want to be advised by counsel as to his powers. He will pass upon that.

Mr. Crow: We ask that the witness produce the records of the proceedings of that Association.

The Witness: What am I to do?

The Commissioner: You have to produce them. You say you object to producing them, but you must produce them or stand the consequences.

Mr. Kramer: I advise the witness not to produce them, for the reasons heretofore stated.

Mr. Crow: It is for the witness to say what he will do.

The Commissioner: Exactly. He can produce them, or not.

The Witness: I think it places the witness in a very peculiar position.

The Commissioner: The Commissioner is placed in a very peculiar position, too, and he is required to take the responsibility of it.

The Witness: Have I the right to ask my counsel whether I shall or not?

The Commissioner: He has advised you not to do so, and you can follow his advice, or the order of the Commissioner; you may take your choice.

A. I will have to refuse to deliver them, under instructions of counsel.

The Commissioner: You may step aside, until I make out the order for your commitment.

Mr. Kramer: I should like to suggest to the Examiner that I think, under the practice, the only thing to do is to refer the disobedience to the Circuit Judge.

The Commissioner: I shall be the judge of that.

Mr. Kramer: If you want to expedite this matter, I shall, of course, sue out a writ of habeas corpus, and we might submit the matter to Judge Finkelnburg at once.

Mr. Krum: The only way to do in such cases is the regular way. Let the commitment be made, and in form.

Thereupon, counsel for defendants made application to

the Hon. G. A. Finkelnburg, Judge of the District Court, for a modification of the order appointing the Commissioner to take testimony in this cause.

Which application is in the words and figures following, to-wit:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern District of Missouri.

The United States of America,
Complainant,
vs.
The Terminal Railroad Association, et al.,
Defendants.

Comes now the defendants and move the Court to modify the order appointing the Commissioner herein, by conferring upon the Commissioner power and authority to pass upon the relevancy, materiality, and competency of the testimony offered by the parties.

(Signed) H. S. Priest,
M. F. Watts,
and F. W. Lehmann,
Attorneys for Defendants.

After hearing argument upon the application, the Court made the following ruling:

Judge Finkelnburg: It has been my understanding all along, that I am not to hear this case ultimately, but it is to be heard by the Circuit Judges, under the provisions of an Act (I do not recall when it was passed); and I would not like to make any ruling which would in any manner forestall the action of the Circuit Judges in this case.

The power to pass upon the relevancy and competency of testimony is a very important one. I have no doubt that the present Commissioner is very competent to pass upon those questions. I supposed that is agreed upon both sides. But, nevertheless, it would be giving to him a power to pass

upon questions that bear upon the vital issues in this case, and would, in that sense, be anticipating, and perhaps in effect curtailing, the power of the tribunal which is ultimately to hear this case. It has been suggested by Mr. Lehmann, or by Mr. Priest, that an offer can be made of testimony, and in that way the question be preserved for the ultimate decision of the Court. But we know that a mere offer would not give to the Court the testimony itself, and the opportunity to pass upon it, if it concluded that the testimony offered ought to have been admitted; and they would be obliged to send it back to the Commissioner to take further testimony.

That, in connection with the fact that the Supreme Court rule contemplates two things only; one the appointment of an Examiner, and the prohibiting that Examiner from passing upon the relevancy or competency of evidence; and the other, the appointment of a Master in Chancery, who not only passes upon the competency and relevancy of the testimony, but also makes a finding of facts and conclusions of law, and makes a report to the Court. Now that is not contemplated in this case, and under those circumstances I think I will over rule the application, and leave the matter as it stands.

At this point recess was taken until half past two o'clock p. m.

After recess, on Thursday, October 11th, the following proceedings were had:

F. G. HAUEISEN, a witness of lawful age, being duly produced sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. F. G. Haueisen.

Q. Where do you live? A. I live at 3109 Rauschenbach Avenue.

Q. How long have you lived in this city? A. Fifty-two years.

Q. What business are you in? A. I am engaged in the produce and commission business.

Q. Where? A. No. 1017 and 1019 North Third Street.

Q. How long have you been in that business? A. Over forty years.

Q. What volume of business do you do a year, in dollars and cents—roughly, an estimate? A. We handle on an average about four carloads of produce a day.

Q. Does any of your goods and produce that you handle have to traverse backwards and forwards over the Mississippi River at St. Louis? A. Yes, sir.

Q. I will get you to state whether or not you have any trouble in getting your goods backwards and forwards across the river, and if so, what it is? A. We have this trouble at this time of the year, that it takes from a day to two days to get a car of produce to this side of the river from the east side.

Q. From East St. Louis? A. Yes, sir.

Q. I will get you to state whether or not you haul your goods across the river? A. We have heretofore, up to probably six or eight months ago, hauled everything from East St. Louis.

Q. Why did you do that? A. Because the rates were then made to East St. Louis and St. Louis; that is, on produce from the north.

Q. What had the making of the rate from East St. Louis to St. Louis to do with the hauling of the goods? A. Now?

Q. Then. A. Because the rate was twenty cents to St. Louis, and eighteen cents to East St. Louis.

Q. I will get you to state whether or not you hauled them because it was cheaper? A. Yes, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. Where do you receive your carload freight? A. Where do we receive it at?

Q. I mean at what yards do you receive it? A. It generally comes through the Carr Street yards.

Q. The yards are rather small, aren't they. A. Very small.

Q. And the trouble is largely with the size of the yard, isn't it? A. The yard is small. They have two or three yards up there. They have a yard up there on Florida Street, and a yard up at Mound Street. The produce is scattered all along from Carr Street to Mound Street.

Q. Which yard is most convenient to you? A. The Carr Street yard.

Q. Explain to me, will you please, this change of rate you spoke of; you say formerly the rate to East St. Louis was eighteen cents? A. Yes, sir, on produce from the north.

Q. And to St. Louis twenty cents? A. Yes, sir.

Q. Has there been any change in that rate? A. Yes, sir.

Q. What has been that change? A. The rate to both sides of the river is now the same.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. When was that change made? A. Just as I said, probably six to eight months ago.

Q. This year? A. Yes, sir.

JACOB HANDELMAN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What is your name? A. Jacob Handelman.

Q. What is your business? A. The clothing commission business.

Q. Whereabouts? A. Twenty-second and Franklin Avenue, St. Louis.

Q. Do you get any goods from across the river that are shipped to you? A. Yes, sir.

Q. From where do your goods come to you? A. All the way from the East, Boston, New York, Philadelphia.

Q. How do you get those goods across the river? A. We always instruct the railroad to give it over to the Big Four Express Company.

Q. What is the Big Four Express Company? A. Transferring and delivering goods to this side.

Q. Where is their place of business? A. Twelfth Street, between Biddle and Carr.

Q. What do they do, run teams? A. Yes, sir.

Q. Who runs that express company? Is it a corporation or an individual? A. I don't exactly know. I couldn't tell you anything about that.

Q. I will get you to state whether any representatives of the east-side railroads reaching into the Atlantic sea-coast territory, have waited upon you with reference to who should do your hauling? And if so, tell the Court what they said, and who it was? A. There was only once a gentleman called upon us, and I don't remember whether he is a B. & O. or a Wabash man; I do not recall his name, but I think it is Bates.

Q. What was his business? A. With one of the railroad companies.

Q. What kind of business? A. To solicit that we should give our business to the railroad he was with, and that the St. Louis Transfer Company should take our freight.

S. B. COUCHMAN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. S. B. Couchman.

Q. Where do you live? A. No. 2743 Russell Avenue, St. Louis.

Q. How long have you lived there? A. Fourteen years.

Q. What is your business? A. Auditor of the Southern Coal & Mining Company.

Q. Where is that company located? A. In the Security Building.

Q. In this city? A. In this city.

Q. What is their business? A. Operating coal mines.

Q. Where? A. In Illinois.

Q. On what road? A. The Southern Railroad.

Q. Entirely on the Southern? A. Yes, sir.

Q. Were you ever in the employ of the Interstate Car & Transfer Company? A. Yes, sir.

Q. When and where? A. Beginning, I think, in April, 1898, up to a year and a month ago.

Q. What position did you occupy with that company? A. Clerk.

Q. What were your duties as clerk? A. General accounting.

Q. Weren't you cashier of the Interstate Car & Transfer Company? A. Not officially.

Q. Were you actively? You handled the cash and accounts? A. Yes, sir.

Q. Did that company publish and file with the Interstate

Commerce Commission, tariffs of the rates between Illinois and Missouri, and points in either State? A. Such tariffs were published, but I don't know of my own knowledge that they were filed with the Interstate Commerce Commission.

Q. What was the character of the business carried on by that company? A. Transferring loaded freight cars.

Q. To and from where? A. Between St. Louis and East St. Louis.

Q. Do you know whether or not, in the years that you were with them, the Interstate Car & Transfer Company performed those services for less rates than the published rates? A. Yes, sir.

Q. For whom? A. For some few business firms. I don't exactly recall all the names now.

Q. Here in this city? A. Yes, sir.

Q. Can you mention some of them? A. I remember one in particular at this time; McReynolds & Company.

Q. In what business are they? A. Grain.

Q. Where are they located? A. I think they are out of business now.

Q. Where were they located? A. They were located, I believe, in the Chamber of Commerce Building.

Q. What other firms? A. I do not recall at the present time.

Q. Did they transport freight for less than the published tariff rates for any railroad company? A. No, sir, not to my knowledge.

Q. Would you have known it, if they had? A. No, sir, not exactly.

Q. Did you ever settle any accounts between the M. K. & T. Railroad and the Interstate Car & Transfer Company, for the transfer of cotton that came from the South, routed to points east, across the river? A. I don't exactly grasp your question.

Q. Did you ever settle or adjust any of those accounts

between the M. K. & T. Railroad and the Interstate Car & Transfer Company, for cotton? A. Yes, sir; I collected transfer charges from the M. K. & T. Railroad.

Q. Do you know whether those charges were made for less than the published tariffs, say in the year 1905? A. I am uncertain as to the year, but there was a period of time when the rate was made for less, although I cannot say positively, of my own knowledge, because I did not handle that part.

Q. For the transportation of coal, was there anything less than the published rates given to any firms or railroad companies? A. In the old days of the company, when competition was strong, there was.

Q. What time was it that the competition was strong? A. About the year 1898.

Q. Who was it given to then? A. I recall one firm was the Berry Coal Company.

Q. Berry-Burg Coal Company.? A. That is the present name of the concern, but I am speaking of the old firm.

The Commissioner: Q. Berry-Horn? A. Yes; that was the name of the concern.

Mr. Crow: Q. Was that coal coming into the city? A. Yes, sir; inbound.

Q. Do you know how much the cut was? A. No, sir, I don't remember.

Q. Any other concern you remember? A. None that I recall now.

Q. Were you with the company at the time of the sale to the Wiggins Ferry Company? A. Well, yes, I was with the company up to about a year ago.

Q. And you were with the company after the sale of the Wiggins Ferry Company to what is called the proprietary lines, the Terminal Railroad Association? A. Yes, sir.

Q. Were the rates maintained after the sale of the Wiggins Ferry Company? A. Yes, sir, so far as I know.

Q. And after the sale to the Terminal Railroad Association, were the rates maintained? A. Yes, sir.

J. J. BAULCH, recalled, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Were you ever in the employ of the Interstate Car & Transfer Company, in any capacity? A. Yes, sir.

Q. What capacity? A. Traffic Manager.

Q. During what years? A. I think 1903—1903, and 1904, if I am not mistaken.

Q. Who was President of the Company at that time? A. W. K. Kavanaugh.

Q. And who was manager? A. Mr. Kavanaugh was President and General Manager.

Q. He ran the business? A. Yes, sir.

Q. What road on the east side, particularly, did the Interstate Car & Transfer Company operate with, so far as the transfer of freight is concerned? A. The Southern.

Q. Did the Southern Railway have a landing or connection down at the river's edge? A. They had an incline down there.

Q. And did the Southern have a belt line around East St. Louis? A. Yes, sir, they controlled it. At that time it was the L., E. & St. L., the present Southern Railroad.

Q. What was known as the Air Line? A. Yes, sir. And the belt line was the Venice & Carondelet Railroad.

Q. That belt line connected that line with most lines in East St. Louis? A. Yes, sir.

Q. And the freight coming from the East that your company transfered across the river into Missouri, came from these connecting lines? A. Yes, sir.

Q. Did your company publish at that time a tariff, in conformity with the requirements of the Interstate Com-

merce Commission, on traffic between States? A. Yes, sir.

Q. Do you know whether during the years you were with them, goods were transferred for less than the published rates? A. Not for less than the rates published with the Interstate Commerce Commission.

Q. But less than the rates agreed upon between the companies? A. There was no agreement between the companies.

Q. Goods were transported only at the published rates? A. At our tariff rates.

Q. And nothing else? A. Not that I know of.

Q. Would you know? A. I would be apt to, yes.

A. M. FIELD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What is your name? A. A. M. Field.

Q. What is your business? A. Traffic manager of the Wrought Iron Range Company.

Q. What is the style of that firm? A. Wrought Iron Range Company.

Q. Who owns it? A. The Culver Brothers.

Q. Where are they located? A. Nineteenth and Washington Avenue.

Q. Have you a factory? A. Yes, sir.

Q. Where is it located? A. At Nineteenth and Washington Avenue, and the furnace department at Twenty-first and Wash Streets.

Q. What volume of business, in number of cars, in and out of St. Louis, does your firm handle per month? A. I should judge about fifty cars, in and out.

Q. How long have you been in that business? A. I

have been with the Wrought Iron Range Company a little over a year.

Q. Are you familiar with shipping conditions here in St. Louis? A. Oh, yes.

Q. I will get you to state whether or not you have any trouble in getting inbound and outbound freight across the Mississippi River at this point? A. It takes us between two and four days, as a general average, getting cars across the river; and outbound it takes from twenty-four to forty-eight hours. We generally load everything we can on the west side lines, to avoid any delay in East St. Louis.

Q. Do you mean that time is occupied in getting from one side of the river to the other? A. Yes, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. You speak of carload lots, do you? A. Yes, sir, only carload lots.

W. T. LOUDEN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. W. T. Louden.

Q. What is your business? A. Superintendent of the Missouri & Illinois Bridge & Belt Railway, operating the Alton Bridge.

Q. How many miles of track of railway does that company own, and where is it located? A. Practically three miles; about one-half mile of switch tracks in the City of Alton, then the bridge, and about one and eight-tenths miles on the Missouri side. I cannot say that those figures are exactly correct.

Q. Approximately? A. Yes, sir, approximately.

Q. On the west side of the Missouri shore, what railroads

do your tracks connect with? A. With the C. B. & Q., and the M. K. & T.—not the Katy proper, but we can make deliveries there.

Q. By reason of the use by the Katy of the Burlington tracks, takes them into the City? A. Yes, sir.

Q. On the east side, with the tracks of what roads does your road connect? A. The C. & A., the Big Four, the Illinois Terminal, and the C. P. & St. L.

Q. Did all of the roads you have mentioned, on either side of the river, with which your tracks connect, come to the City of St. Louis? A. Yes, sir. The C. P. & St. L., I don't believe gets into the city power. They run trains in.

Q. How near to the city do they come? A. Granite City, Illinois, I believe.

Q. That is opposite St. Louis? A. Yes, sir. It is possible they have tracks into East St. Louis.

Q. What roads of those you have mentioned, operate trains for freight and passenger service, between St. Louis and Chicago? A. All of them— No, the C. & A., and the Big Four.

Q. Is that all? A. That are on the east side—yes.

Q. Which ones on the west side, if any? A. The C. B. & Q.

Q. Do you know who owns the Alton Bridge and tracks now? A. Yes, sir.

Q. Who is it? A. Eleven of the railroads that enter St. Louis. I can name them, I believe, if you wish.

Q. Please do so, if you can. A. The Rock Island, The Frisco; The Missouri Pacific; The Iron Mountain; Missouri, Kansas & Texas; The Wabash; The Vandalia; The Baltimore & Ohio, Southwestern; The Louisville & Nashville; The Big Four; Chicago, Peoria & St. Louis.

Q. Which of those roads you have mentioned, and how many do not reach Alton? A. The Chicago, Peoria and

St. Louis, and the Big Four, are the only ones that reach Alton.

Q. And the Burlington, and the M. K. & T. only reach Alton by connecting over your tracks on the west side of the river? A. Yes, sir.

Q. How long have you been Superitendent of that bridge? A. Since the 1st of May of this year.

Q. Who preceded you as Superintendent? A. Mr. A. Hamilton.

Q. Where is he now? A. With the Jersey Central, at Newark, N. J.

Q. Did he have the same duties to perform as superintendent that you now perform? A. Yes, sir.

Q. Were you with some railroad company before you came to this position you now hold? A. Yes, sir.

Q. What road? A. The C. B. & Q.

Q. Where? A. At Hannibal.

Q. Did you have charge of the Hannibal Bridge. What position did you occupy there? A. I was chief clerk in the motive department.

Q. Did you mention the C. B. & Q. as one of these eleven roads? A. No, sir.

Q. As Superintendent of this bridge, have you custody and control of its books, showing the receipts and expenditures of the bridge? A. Yes, sir.

Q. How far back do the books in your control now show those receipts and expenditures? A. I think the original books are in the office, since the original Bridge Company was formed.

Q. Have you in your office, and under your control, copies of the bridge tariffs that have been filed from time to time, during the past few years? A. Yes, sir.

Q. I believe the subpoena that was sent to you requested you to produce those? A. No, sir, it didn't.

Q. Could you, without referring to the books, tell me

what time the new owners took possession—those that now own it—of this bridge? A. I think I can, practically.

Q. Just approximately. A. May, 1905.

Q. And you went to your position with the Alton bridge in May, 1906? A. Yes, sir.

Q. A year later? A. Yes, sir.

Q. Do you know from whom they bought that bridge? A. They bought it from the St. Clair, Madison and St. Louis Belt Railway.

Q. What line of road, and how many miles of track, did that corporation control, and where was it located? A. Three miles, the same as now.

Q. The same property you have described as being the property of the Illinois and St. Louis Bridge Company? A. Yes, sir.

Q. Is that a Missouri or an Illinois corporation? A. It is now a Missouri corporation.

Q. But the old St. Clair Company? A. I cannot tell you, but I am inclined to think it was an Illinois corporation. But I would not be positive. I know it is a Missouri corporation now.

Q. Do you know who was President of it? A. Of the old corporation?

Q. Yes, of the old corporation? A. No, sir; I do not. I know who was President at one time, but I don't know that he was—

Q. Who was that? A. Mr. E. F. Leonard, I think, was President.

Q. Where does he live? A. I don't know. He was not a resident of either St. Louis or Alton, I don't believe.

Q. Did you know any of the officers of the old road? A. Only the Superintendent. I knew him.

Q. Who was he? A. William Graham.

Q. Was that the man you succeeded? A. No, sir, I succeeded Mr. Hamilton.

Q. He was Superintendent also? A. Yes, sir.

Q. He succeeded Graham? A. Yes, sir, Hamilton succeeded Graham.

Q. And when did that occur? A. I think that was in December, 1905.

Q. And he remained until May, 1906? A. Yes, sir.

Q. And when did Graham go to the Alton Bridge? A. Why, possibly he was there about ten years.

Q. Where is he located at this time? A. I think he is in Chicago.

Q. Do you know what road he is with. A. No, sir. I don't think he is with a railroad, but I cannot say positively.

Q. What are his initials? A. William.

Q. Can you tell me, without referring to your tariffs, what the rates on coal in carload lots were, say in January, February and March, 1905, over your bridge at Alton? A. No, sir, I won't be positive, but I think thirty cents a ton.

Q. It was a lower rate than that before that time, wasn't it? A. I believe the tariffs on file do show lower rates at one time.

Q. Very shortly before that time, it showed a lower rate, didn't it? A. I cannot say positively.

Q. But you have those tariffs? A. Yes, sir, the tariffs are on file.

Q. You keep the books and have charge of the cash, do you? A. I have charge of the accounts, in a general way.

Q. And how many officers have you under you? A. I have just the agent, and an accountant.

Q. To whom do you report? A. To the President.

Q. And who is he? A. Mr. A. J. Davidson.

Q. Of the Frisco Railroad? A. Yes, sir.

Q. What other officials of the present Missouri and Illi-

nois Company are there besides Mr. Davidson, the President? A. Henry Miller is Vice-President.

Q. And who is he? A. General manager of the Wabash.

Q. And what other officers of that corporation are there? A. Why, the President and Vice-President; and they have a Treasurer, Mr. F. H. Hamilton.

Q. Where is he located? A. In the Frisco building.

Q. What is his office? A. He is Treasurer of the Frisco Railroad.

Q. And also Treasurer of the Bridge Company? A. Yes, sir.

Q. You settle with the Treasurer on financial matters? A. Yes, sir.

Q. What other officers of the company are there? A. There is the Secretary.

Q. Who is he? A. Mr. G. L. Ball.

Q. Where is he located? A. In the Frisco Building.

Q. What is his business? A. I think he is the Secretary of the President of the Frisco.

Q. Have you the stock-books of the company under your control? A. No, sir.

Q. Who has them? A. I presume the Secretary has.

Q. He is located here in the city, you say? A. Yes, sir.

Q. How far is your bridge located, from the Merchants' and Eads Bridge, if you can tell? A. I should say twenty-two or twenty-three miles, or possibly twenty-five.

Q. There is no rail connection between the City of St. Louis and the tracks of your road, except the Burlington, is there, on the west side of the river? A. No, sir.

Q. And there are none now being constructed, so far as you know? A. No, sir.

Q. Do you remember what the difference in the rates on carload lots of coal was before the increase, compared with what the present rates are, over your bridge? A. No, sir,

I can only remember a decrease; a decrease from thirty to twenty cents per ton. But I am not familiar with it.

Q. Is the eastern approach of your bridge in the city limits of the city of Alton? A. Yes, sir.

Q. And on the west shore of the Mississippi River, is it within the corporate limits of any town or village? A. No, sir, it is within the county of St. Charles.

Q. How far is it from where your tracks connect with the Burlington tracks to your bridge? A. About a mile and a half, or two miles, possibly.

Q. And there is no town at that place? A. There is a village at West Alton.

Q. An incorporated village? A. I believe it is.

Q. Just a store, isn't it? A. There are two or three stores and a saloon.

Q. From the yards where your tracks connect with the Burlington, westward or southward, is there any other railroad beside the Burlington that connects there? A. No, sir.

Q. The bridge had been sold to the eleven roads when you went to it? A. Yes, sir.

Q. So you know nothing of its history prior to that time, except as a matter of general information? A. That is all. I have no personal knowledge.

Q. How long have you been in the railroad business? A. About twenty years.

Q. Do you know when this bridge was built? A. I think in about 1894 or 1895. It is about twelve or thirteen years ago.

Q. Will you give us some information we desire, without our serving a subpoena upon you to produce those papers? Before answering, you may consult counsel if you wish. A. I am willing to produce them. Please give me a memorandum of what you desire.

Q. I want to get the receipts and disbursements of that bridge annually, from the time it was opened, the tariff rates

and the tonnage? I mean for the bridge, including the railroad? A. That is, the tonnage—

Q. The tonnage going across the bridge each way. A. For each year?

Q. Yes. A. I don't know whether those records show the tonnage for each year for the last twelve years. But they would show receipts and disbursements.

Q. Your records show the tonnage? A. Yes, sir. I know the records of the last few years show the tonnage—Well, I won't say that. They show cars and commodities. It is only since the Interstate Commerce Commission requires the tonnage that that record is kept.

Q. They would show the commodities and the number of cars, and whether loaded or empty? A. Yes, sir.

Q. You know what I want along that line, and do the best you can on it. A. Yes, sir.

Q. You have the tariffs? A. I won't say all the tariffs are on file there, but I think the tariffs for the last four or five years are.

Q. And the receipts and disbursements? A. The general books will show that.

Q. Get that, and bring it down to us, and we will not have to serve you with a subpoena to produce them.

The Commissioner: Give the witness a memorandum of exactly what you want. And he may be excused until Monday, October 15th.

H. D. HEUER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. H. D. Heuer.

Q. What is your occupation? A. Secretary of the St. Louis Merchants' Bridge Terminal Railway Company, and

Assistant Auditor of the Terminal Railroad Association of St. Louis, and of the Merchants' Terminal, too.

Q. How long have you been connected, in your present position, with the Merchants' Terminal Railroad? A. I was elected Secretary in 1894. I have been with the Company since 1891.

Q. You have been with them in the capacity of Secretary since that time? A. Since 1894.

Q. What position did you occupy with the Company in 1891? A. As general accountant for the Merchants' Terminal.

Q. The Merchants' Terminal Railway Company? A. Yes, sir.

Q. At that time was the Merchants' Terminal Railway Company operating the Merchants' Bridge? A. Yes, sir.

Q. Have they always operated the Merchants' Bridge? A. Yes, sir.

Q. Have the accounts of the Merchants' Bridge been kept by the Merchants' Bridge Terminal Railway Company? A. What accounts there are, yes.

Q. Who keeps the records of the Merchants' Bridge Company? A. Which records do you refer to?

Q. The official records of the Merchants' Bridge Company? A. Their general books?

Q. Their corporate records? A. I keep the corporate records.

Q. Of the Merchants' Bridge Company? A. Not of the Merchants' Bridge Company.

Q. Who is the Secretary? A. W. G. Schofield, is the Secretary of the Company now.

Q. Does he live in St. Louis? A. Yes, sir.

Q. What is his business? A. Lawyer.

Q. Where is his office? A. St. Louis.

Q. How long has he been Secretary? A. A few years, I think.

Q. As accountant of the Merchants' Bridge Terminal Railway Company, what were your duties, in a general way? A. I kept the general books.

Q. Accounts of cash received, disbursements, etc.? A. Yes, sir, that is correct.

Q. Did you handle the vouchers of the company at that time? A. Yes, sir.

Q. With what official of the company did you make your settlements? A. We made settlements with railroad companies and individuals.

Q. I mean, with what official of the Merchants' Bridge Terminal Railway Company did you settle your cash accounts—to whom did you report? A. I did not handle cash. As a general thing we had a secretary and treasurer. I was accountant for awhile.

Q. Your duties were more that of a bookkeeper at that time? A. At that time—yes.

Q. After you became secretary, in 1894—I believe you said you became Secretary? A. Yes, sir.

Q. What were your duties, then? A. I would keep the record of the minutes, in addition to the other work I was doing.

Q. And you still did this work of bookkeeping? A. Yes, sir, I did everything from bookkeeper up to treasurer. That is, I acted in their absence.

Q. The treasurer handled the cash of the company? A. Yes, sir.

Q. Who handled the vouchers? A. I handled everything, at different times.

Q. Whose duty was it to handle the vouchers? A. The Secretary handled the vouchers, and I handled them for him.

Q. In 1894 you became Secretary, and then you handled them? A. That is about right— Well, they had an auditor of the company at that time, about 1894.

Q. Who are the officials, and what are their official titles now, of the Merchants' Bridge Terminal Railway Company? A. C. K. D. Walsh is Vice-President.

Q. Who is Mr. Walsh, and where does he live? A. C. K. D. Walsh is in the grain business in St. Louis, and lives in Vandeventer Place.

Q. Is he any relation to Mr. Walsh, the chairman of the Terminal Association? A. He is a son of Mr. Walsh.

Q. He is not a railroad man? A. I think not.

Q. Who are the other officials? A. F. C. Dobb is Treasurer.

Q. Who is he, and where does he live? A. He lives in St. Louis, and his office is in the Union Station.

Q. He is a railroad man? A. Yes, sir.

Q. How long has he been treasurer? A. Since 1894.

Q. Is he an official of the Terminal Railroad Association? A. Yes, sir, he is Treasurer of the Terminal Railroad Association.

Q. And the Merchants' Terminal Railway and the Terminal Railroad Association, have a common treasurer in the person of Mr. Dobb? A. Yes, sir.

Q. What other officials are there? Mr. Vinnedge—what is he? A. Mr. Vinnedge is auditor of the Terminal Railroad Association, and also auditor of the Merchants' Bridge Terminal Railway.

Q. He is the common auditor of the two roads? A. Yes, sir.

Q. What other officers are there? A. I am the secretary of the Merchants' Bridge Terminal Railway Company, and assistant auditor of that company, and assistant auditor of the Terminal Railroad Association of St. Louis.

Q. Who is secretary of the Terminal Railroad Association? A. Mr. Vinnedge.

Q. Who is the auditor of the Terminal Railroad Association? A. Mr. Vinnedge.

Q. He is secretary and auditor? A. Yes, sir.

Q. Do you perform the active duties of auditor of the Terminal Railroad Association, and also of the Merchants' Bridge Terminal Railway Company? A. During the absence of the auditor—yes.

Q. Who does that work actively—do you do that work, or does he? A. He does his part of the work when he is here, and I do it when he is not here.

Q. Is he here the greater part of the time? A. Yes, sir, he is here all the time except when called away by business or vacation.

Q. As auditor of the Merchants' Bridge Terminal Railway Company, you handle all the papers, receipts and orders that represent cash and money? A. Yes, sir.

Q. Your company publishes tariffs, and files them with the Interstate Commerce Commission, does it? A. I believe so.

Q. From points on your road in Missouri to points on your road in Illinois? A. I believe so. I don't pay any attention to the tariffs.

Q. What official of your company would know of, or have record of, shipments that originated, say in Granite City, at the Niedringhaus Rolling Mills plant, and destined to this side of the river? A. Mr. E. Johnson is the freight agent, and all such records are kept in his office.

Q. His records should show where goods originate, the time shipped, the quantity, and the rates? A. I haven't any doubt of it.

Q. And that is the proper place to look for that information? A. Yes, sir.

Q. Your records wouldn't show that? A. No, sir, they wouldn't show that.

Q. Your records, however, would show the receipts for that, wouldn't they? A. The revenue?

Q. Yes. A. Yes.

Q. That is, your auditor's records? A. Yes, sir.

Q. And if the revenue was less than the amount fixed by the tariff for that shipment, would your record show that? A. If we investigated it, it probably would.

Q. Would your records show that? A. Yes, sir, I think they would.

Q. Do you know whether or not any shipments have come over your line at less than the tariff rates? A. I couldn't say.

Q. Have you ever investigated to find out? A. No, sir.

Q. Wouldn't you know it, if such were the case? A. I would not, personally.

Q. What official would know? A. I suppose Mr. Johnson might know.

Q. Mr. Johnson, or the Traffic Manager, which? A. I wouldn't say who would know. I never asked that question.

Q. Do the records in your Auditor's office show the receipts from passenger traffic? A. Yes, sir.

Q. They show it from all points on the line? A. Yes, sir.

Q. Do you know whether or not your road runs a train or trains out of the Union Station into the State of Illinois, passenger trains? A. There are a couple of trains run out of the Station now—yes, sir.

Q. Where do they go? A. Since they have been running in and out of the Station, I have not paid much attention to their destination. I think one is a "shop train," run out for the shop men.

Q. Where is the shop? A. In Brooklyn, Illinois.

Q. Is that on the Merchants' Bridge Terminal Railway? Isn't that on the Terminal Railroad Association? A. They are on the east side tracks. They are operated by the Terminal Railroad Association.

Q. Where does the other train go? A. I believe there is a "merchants' train," which goes to Granite City, which leaves the Station; but I am not sure of that.

Q. Is that a train open for travel to everybody? A. I cannot say positively.

Q. What is your information on that? A. I have a recollection of a train going out of there, but haven't paid much attention to it. It is but recently it has been running out of there.

Q. Do your records show that tickets have been sold to passengers from Union Station to that point? A. We have on sale in the general ticket office tickets from St. Louis to points in Illinois on our line.

Q. At the Union Station? A. Yes, sir.

Q. Do you know where the Conlogue road is situated? A. The East St. Louis & Carondelet Railroad?

Q. They called it the Conlogue road, I believe; that is the original name. A. I have been over it.

Q. About how long is that? A. About nine miles, according to my recollection.

Q. It runs one branch over to what is called "Falling Spring?" A. Yes, sir.

Q. That is a kind of a resort and picnic grounds, isn't it? A. Yes, sir.

Q. Do you know whether or not there are passenger trains run over that road? A. Operated by our company, you mean?

Q. Yes. A. No, sir.

Q. Is there by any other company? A. I have heard of passenger excursion trains going over there.

Q. What roads run trains over your tracks to that place? A. I think most any line could use the tracks, under an agreement; make application for it.

Q. The track is used for that purpose? A. It has been used, yes, sir.

Q. Lately? A. Yes, sir, this summer there have been excursions over there.

Q. And those trains are operated under agreement with the Terminal Railroad Association? A. Yes, sir.

Q. Who furnishes the motive power? A. I cannot say about that.

Q. Does the Terminal Railroad Association furnish it? A. I couldn't say.

Q. Does the Terminal Railroad Association permit the operation of trains over its tracks by other motive power than its own? A. Yes, indeed.

Q. Is it a fact that the Frisco Railroad is now running their freight trains over the Merchants' Bridge and the Terminal Railroad, with their own engines? A. I think it is.

Q. How long has that been going on? A. I should say about a year or so.

Q. That is under contract with the Terminal Railroad Association? A. Not if they operate over the Merchants' Bridge Terminal Railway.

Q. The contract would be with whom, then? A. The contract would be with the Merchants' Bridge Terminal Railway Company.

At this point the further hearing of testimony in this case is adjourned, until to-morrow, Friday morning, October 12th, 1906, at 10 o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, Oct. 12th, 1906.

Met pursuant to adjournment as above on Friday, October 12th, 1906, at ten o'clock, a. m., in the Federal Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Chester H. Krum and Charles Nagel appeared for the complainant; Messrs. H. S. Priest, M. F. Watts and F. W. Lehmann appeared for the defendants.

The following proceedings were had:

HENRY MILLER, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What is your name? A. Henry Miller.

Q. In what business are you? A. I am General Manager of the Wabash Railroad.

Q. Are you an officer of the Illinois & Missouri Bridge & Belt Line Railroad Company? A. Yes, Vice-President.

Mr. Watts: Q. What is the exact name of that company? A. Missouri & Illinois Bridge and Terminal Company.

Q. Do you know the date that the present corporation purchased the property now belonging to that company? A. I do not.

Q. Can you approximate it? A. Not closely.

Q. Within a few months? A. I should say about two years.

Q. Are you acquainted with the negotiations that led up to that purchase? A. No, sir.

Q. Do you know what person, or persons are acquainted with the details that led up to that purchase? A. I think Mr. Ramsay handled that.

Q. Anybody else? Who represented your road in the matter? A. He did. He was connected with it at that time.

Q. Do you know who represented the other roads? A. I do not. That was prior to my connection with the bridge, in any way.

Q. When did you become connected with it? A. About six months ago.

Q. After you became connected with the Wabash Railroad? A. Yes, sir.

Q. Did you succeed Mr. Ramsay? A. In the bridge, yes.

Q. Have you ever had any occasion to look into the affairs of the bridge, to determine the volume of business carried on, etc., or has your position been a formal one, entirely? A. I have had nothing to do directly with the operation or details of the bridge.

Q. What persons or officers attend to that matter? A. The Superintendent.

Q. That is the gentleman at Alton, Mr. Louden? A. Yes, sir.

Q. And Mr. Davidson, the President, and the other officials, have nothing to do with the actual management of it? A. Mr. Davidson, being the President, has direct charge of the bridge, but the Superintendent handles the details.

Q. He handles the business, practically? A. Yes, sir.

Q. Do you know the price paid for that bridge? A. I do not.

Q. Do you know where that fact could be ascertained. A. Mr. Davidson could give it to you.

Q. Do you know whether or not the eleven railroads are equally interested in it? A. They are.

Q. Do you know whether or not this corporation you have mentioned as owning the bridge properties, was organized for the purpose of purchasing this bridge? A. I think it was.

W. B. GROSECLOSE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. W. B. Groseclose.

Q. You are the General Freight Agent of the M. K. & T? A. Yes, sir.

Q. How long have you occupied that position? A. I think since January, 1901.

Q. Were you with the Railroad Company before that time? A. Yes, sir.

Q. In what capacity? A. Assistant General Freight Agent here in St. Louis.

Q. Do you know a corporation known as the Interstate Car & Transfer Company? A. Yes, sir.

Q. Has your road been doing any business with that company in past years? A. We did for awhile, but I don't know whether we are doing any now or not.

Q. In previous years you did? A. Yes, sir.

Q. Did you in 1901? A. I think so, yes.

Q. Do you know who represented the Interstate Car & Transfer Company in traffic arrangements, handling freight across the river? A. I think it was Mr. Baulch. That is my recollection, but I am not quite positive about it.

Q. Do you know Mr. R. A. Campbell of the Mobile & Ohio, the freight agent? A. I know Mr. Campbell, Assistant Freight Agent of the Southern Railway.

Q. Maybe it is the Southern Railway. Did he at any time represent the Interstate Car & Transfer Company in traffic matters? A. I don't know that he ever did.

Q. Do you know whether or not your company had an arrangement with the Interstate Car & Transfer Company, in 1901, by which the Interstate Car & Transfer Company transported commodities and cotton across the river east-

ward, for your company, at less than the published rates? A. We had some arrangement with that concern, covering the transportation across the river of various and sundry commodities. I don't know whether cotton was one of them or not.

Q. On the terms I have suggested—at less than the published tariff rates of the Interstate Car & Transfer Company? A. Yes.

Q. During what years did that arrangement maintain? A. I cannot recall exactly. I should say along about 1900 or 1901. Our arrangement with that concern was not in the matter of rates across the river; it was a division of the through rate.

Q. And a division of the through rate made the reduction in the transfer charge? A. Yes, sir.

Q. It did not affect the rate paid by the shipments from or to East St. Louis, or any destination on the other side of the river; inasmuch as the M. K. & T. absorbed the transfer charge across the river, it was solely a divisional arrangement between the Transfer Company and the M. K. & T., in which the public was not interested.

Q. But when settlement was made between the Interstate Car & Transfer Company and the M. K. & T. Company it was made at less than the regular published tariff rate? A. Less than the regular published tariff rate of the Interstate Car & Transfer Company for transporting cars across the river, between East St. Louis & St. Louis.

Q. With what official of the M. K. & T. Railroad were these settlements made? A. I believe they were made by our agent.

Q. Who was your agent? A. I don't remember who was agent at that time. We have had a number in the last five or six years.

Q. What particular agent do you refer to? A. The local freight agent. I think he settles those accounts.

Q. In this city? A. Yes, sir, I think they were settled through his office.

Q. Can you ascertain and furnish us the name of your freight agent at that time? A. Yes, sir; I could.

Q. If you will do so, I will be much obliged to you. Do you remember the amount of reduction on this traffic across the river, below the published tariff? A. No, sir; I do not. It varied on various commodities, accordingly as the published rates themselves varied.

M. B. HILLIARD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. M. B. Hilliard.

Q. What is your business? A. Produce commission business.

Q. What is the style of your firm? A. Bosche & Hilliard Produce Company.

Q. Where is your place of business? A. No. 804 North Third Street.

Q. How long have you been in business there? A. This firm has been in existence since the 1st of April of this year.

Q. There was a firm you succeeded, wasn't there? A. Yes, sir.

Q. What was it? A. We were both in business. His company was the George Bosche Produce Company, and mine was the Hilliard Produce Company.

Q. Have you had occasion to handle cars backward and forward across the river, in your line? A. Yes, sir.

Q. Have you experienced any difficulty or delay in getting freight backward and forward across the river? A. Yes, sir, a great deal.

Q. What is the character of that trouble, do you know?

A. Well, it generally takes from three to four days to get a car of stuff from East St. Louis to St. Louis.

CROSS-EXAMINATION, BY MR. H. S. PRIEST:

Q. Where did you say your place of business was? A. No. 804 North Third Street.

Q. How long have you been in business there? A. Well, that building was completed in June, and we moved in there along about the middle of June.

Q. Prior to that time, where were you located? A. At 1109 North Third Street.

Q. How far is your present location from the former? A. About three blocks.

Q. What was the nature of your business? A. Why, we handled produce of all kinds, potatoes, onions, cabbage, apples, everything pertaining to the produce business.

Q. How are they handled, in car-load lots or parcels? A. In car-load lots.

Q. From what points do you generally get them? A. It depends entirely on where the crops are. Sometimes we draw our supplies from Minnesota, Michigan, Missouri or Illinois. It depends on where the crops are. Of course, we handle from all parts of the country. In the early part of the season we get potatoes from Texas and Louisiana, and later from Wisconsin and Michigan.

Q. You have said that the delay was three or four days in getting from East St. Louis to St. Louis? A. Yes, sir.

Q. What routes do you use between St. Louis and East St. Louis? A. All roads; the C. & A., and the Illinois Central. I had a car that got in yesterday that was delivered to the Terminal Association by the I. C. on the 8th; a car of potatoes.

Q. How do you know it was delivered from the I. C. on the 8th? A. Well, the I. C. said so, and the Terminal also

said so. I called them up yesterday, trying to get hold of that car of potatoes.

Q. How do you know—what agent of the I. C. did you talk to? A. I don't know that I spoke to the agent. One of the clerks, the chief clerk, or the inbound car-load clerk, one or the other.

Q. But you don't really know to whom you spoke. To whom did you speak, of the Terminal Association? A. One of the clerks. They have different clerks that take hold of those matters.

Q. At what place? A. At the Terminal office. I called them up by telephone.

Q. You called up the Terminal by telephone? A. Yes, sir.

Q. And talked to one of the clerks? A. Yes, sir.

Q. You did that personally? A. I don't know whether I did it personally yesterday, or not. I think maybe I had the girl do it. I don't remember.

Q. All you know is what the party operating the telephone told you? A. I know when the car of stuff got into East St. Louis.

Q. How do you know that? A. The notice by the I. C. that the car had arrived, and I told them to send it to Main and Carr Streets.

Q. Have you that notice with you? A. No, sir.

Q. What did you do with it? A. I guess it is at the office.

Q. That was the notice from the Illinois Central saying that the goods had arrived at East St. Louis, on its road? A. Yes, sir.

Q. Do you know what course would be pursued in the delivery of that to the Terminal Company, after it had arrived at the Illinois Central freight yards? A. How the Illinois Central would deliver it to the Terminal?

Q. Yes. A. No, sir, I can't say I do.

Q. So the only notice you had from the Illinois Central was that a car had arrived on the Illinois Central, over at East St. Louis in the yards, and was in the possession of the Illinois Central? A. Yes, sir.

Q. Then how did you communicate with respect to that? A. Prior to the arrival of that car, in order to facilitate the delivery of it, I wrote the agent of the Illinois Central at East St. Louis, and told him we had such and such a car coming, and upon arrival to immediately send it to Main & Carr Streets. I done that to have the car caught in what is called the "outer yard," so it would not have to come into the I. C. delivery yard, and then have to be switched out again.

Q. Do you know whether your directions were obeyed? A. I guess they were. The car came over.

Q. You are simply guessing at it? A. I don't know anything else I could do. I cannot say anything but that. I know the car came over to Main and Carr.

Q. The car came over to Main and Carr Streets on this side of the river? A. Yes, sir.

Q. But when it was delivered to the Terminal Association, you don't know? A. Of personal knowledge, I do not know.

Q. Or where it was delivered, you do not know? A. No, sir.

Q. Did you get a notice from the Terminal Association that the car had arrived in St. Louis? A. Yes, sir.

Q. When did you get that notice? A. Yesterday morning.

Q. Yesterday morning? A. Yes, sir.

Q. Was it the same day you had telephoned in regard to it, or had the office girl telephone in regard to it? A. We had been telephoning ever since we started the car.

Q. Now you called my attention to one specific act of telephoning; when was that? You said, yesterday. A. It

couldn't have been yesterday; it must have been the day before yesterday.

Q. Didn't you say it was yesterday? A. I said the car arrived yesterday.

Q. Didn't you say you telephoned in regard to it yesterday? A. I don't think so.

Q. If you did, you are mistaken in that? A. I couldn't have telephoned yesterday. I was in the yards at 7 o'clock, and I know the girl wasn't down there.

Q. Did you telephone the day before? A. Yes, sir.

Q. Are you sure of that? A. Yes, sir.

Q. Did you telephone yourself? A. I don't know whether I did or not.

Q. I wish you would differentiate between what you did and what somebody else did at your suggestion; did you telephone at all yourself, about that particular car? A. That particular car, I do not know.

Q. Do you know of any one else who did? A. Yes, sir.

Q. Who? A. The young lady in the office.

Q. When? A. Two or three times.

Q. Mention a specific time? A. I don't know that I can.

Q. Certainly within two or three days of an incident, you ought to have memory enough to locate the time. A. I can explain the situation—

Q. I don't want you to explain the situation. I want you to answer my questions. I don't want you to testify to anything that you have no personal knowledge of. I dont' want you to indulge in guesses or conjectures about the matter. I want to know who telephoned, and when? A. I cannot say just exactly when.

Q. Can you say who? A. Miss Clara Bosche telephoned.

Q. Do you know whether she telephoned yesterday, the day before yesterday, or the day before that? A. I feel

pretty safe in saying she telephoned every day since the car left.

Q. Left where? A. Since it arrived in East St. Louis.

Q. How do you know when it arrived in East St. Louis? A. I know what the I. C. agent told me.

Q. You don't know when it left the I. C.? All you know is what the I. C. agent told you? A. That is all.

Q. Did the Illinois Central talk to you personally? A. The Illinois Central?

Q. Yes. A. One of their clerks talked. I don't know whether they talked to me personally, or not.

Q. Do you remember whether they talked to you personally? Do you remember that you have had a single conversation, by telephone, or personally, with any one connected with the Illinois Central? A. Did I ever have?

Q. With respect to this car. A. I cannot say positively with respect to this car.

Q. You told me awhile ago that you did talk to one of the clerks. A. I don't remember it, but I don't think I did.

Q. Don't you remember what you said five minutes ago? A. We have cars arriving every day, and I cannot impress upon my mind whether I called up to find out about that car, or if one of the people in the office called up.

Q. Didn't you tell me, less than five minutes ago, that you talked to a clerk in the I. C., and in the Terminal office? A. No, sir, I don't think I did. I said the I. C. told us when they delivered the car to the Terminal.

Q. Did the Terminal tell you when the car was received by it? A. I don't remember whether they did or not.

Q. That occurred less than two days ago? A. Yes, I know, but I am handling this stuff all the time, and when the car is in I don't remember who tells me it is in.

Q. You say you are handling these shipments every day? A. Yes, sir.

Q. What other shipment, besides this car, have you received within the last two or three days? A. I can mention probably ten to fifteen carloads of apples that came in over the C. & A.

Q. Don't guess; be positive. A. I shall have to refer to my books, if they want the car numbers and dates.

Q. I want car numbers and dates. I don't want you to guess about it, and tell me what somebody else told you. A. I can't remember the car numbers and dates. I know the stuff is all the way from one day to a week in getting over here.

Q. From East St. Louis? A. Yes, sir.

Q. Do you know whether it is that long after delivery to the Terminal, and on the Terminal tracks, in East St. Louis? A. I could not say positively.

Q. Can you say it was not detained that long in the yards of the company that brought it to East St. Louis? A. No, sir. I can't go over there and see the car. I have to take their word for it.

Q. You don't know whether that delay was occasioned by the road bringing it in, or by the Terminal? A. I cannot say of my own personal knowledge.

Q. Why, then, did you say it was occasioned by the Terminal? A. I didn't. I cannot say positively it was occasioned by the Terminal. All the information we have is that we call up the railroad company, and ask, "where is such and such a car?" and they say "The Terminal has it." They say, "We delivered it to the Terminal at half past eleven o'clock that night." Then we call up the Terminal, and say, "The I. C. says they delivered you such and such a car at half past eleven. Where is it?" That is all done by telephone.

Q. And is not done by you personally? A. No, sir.

Q. It is done by your clerks? A. Yes, sir.

Q. And all you know is what your clerks tell you? A. Yes, sir.

Q. You have no personal knowledge of it yourself, at all? A. I have done some telephoning myself.

Q. Tell us any instance in which you personally did the telephoning? A. I cannot tell you any particular instance. It comes up so often. Sometimes I telephone, and sometimes the clerks telephone.

Q. What is the volume of your business, annually? A. About three hundred cars.

Q. During what period, a year? A. That is a whole year; inbound, and outbound.

Q. Is that distributed uniformly throughout the year? A. Oh, no, sir.

Q. When is the greatest bulk of your shipments? A. It depends entirely on how the crops are shaped.

Q. On an average, can't you tell me? A. We do the biggest business during the fall of the year.

Q. What months? A. September and October.

Q. How many cars have you received since the first of September, at East St. Louis? A. I couldn't tell you.

Q. About how many? A. Oh, probably thirty, I guess.

Q. Thirty cars? A. Yes.

Q. From the first of September to the present date? A. Yes.

Q. That is less than a car a day? A. Yes, sir.

Q. What is the greatest number you have received in any one day, during that period. A. Five, I guess.

Q. From what points did you receive the cars? A. Most of those came from Missouri.

Q. What point in Missouri? A. Mayfield.

Q. Did they come to East St. Louis in that way? A. Yes, sir.

Q. How did they get to East St. Louis? A. By the C. & A.

Q. What county is Mayfield in? A. Mayview it is. I don't know the county, but about fifty miles this side of Kansas City.

Q. By whom were those cars shipped to you? A. By our man packing apples out there.

Q. Those were five cars of apples? A. Yes, sir.

Q. Do you remember the date when they were shipped? A. No, sir; I do not.

Q. Do you remember the date when they arrived in East St. Louis? A. I do not, no, sir.

Q. What other shipments, besides those five car loads of apples? A. We have had potatoes and onions.

Q. Where from? Let us get the dates a little more definitely. A. We have had onions from Indiana, and Iowa, and Wisconsin.

Q. Take Wisconsin, how many shipments did you receive from Wisconsin? A. Oh, I don't know; probably five or six cars.

Q. You are simply guessing at that? A. Yes, sir; I can't give you a positive number.

Q. From what points in Wisconsin did you receive shipments? A. Most of them from Waupaca.

Q. What road? A. Some on the C. & A., and some on the I. C.

Q. Does the C. & A. extend to Waupaca, Wisconsin? A. Not that I know of.

Q. What was the initial line? A. I don't know.

Q. Did you get way-bills for these cars? A. Yes, sir.

Q. And bills of lading? A. Yes, sir.

Q. Did those way-bills indicate the routing? A. The freight bills we got do not show any routing.

Q. Don't the way-bills? A. We don't get a way-bill. We get a freight notice, and a freight bill. The railroad company keeps the way-bill.

Q. Do you get a bill of lading? A. Yes, sir; we get a bill of lading.

Q. Doesn't your bill of lading indicate the routing? A. No, sir.

Q. You are sure of that? A. In some instances it does. If a car of produce is loaded in a C. & A. car we look for it over the C. & A.; if it is loaded in an I. C. car, we look for it over the I. C.

Q. Do you know what date those potatoes were received in Waupaca? A. No, sir.

Q. Do you know what date they were shipped? A. Only from the bill of lading.

Q. Do you know what date they arrived in East St. Louis? A. No, sir.

Q. Do you know what date they came from East St. Louis to St. Louis? A. No, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. The inquiries that were made by your firm as to these cars, from the Terminal, and from the railroad over which the goods had come, were made in the usual and ordinary course of the conduct of your business? A. Yes, sir.

Q. By your clerks and employees, under your direction? A. Yes, sir.

GEORGE P. SCHOPP, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. George P. Schopp.

Q. What is your business? A. Fruit and produce.

Q. Where is your place of business? A. Nos. 721 and 723 North Third Street.

Q. How long have you been in business? A. About fifteen years, I suppose.

Q. What is the volume of your business annually, gross tonnage, cars, dollars and cents, or whichever way you wish to express it? A. It is hard to say. It all depends upon the season. Sometimes annually as high as four and five hundred cars; and then for years it will be only home-grown products. It all depends on crops, as they vary in the country.

Q. Do you handle any of the goods in your line, inbound and outbound, across the river, between St. Louis and East St. Louis? A. We are trying to handle most of our goods on this side, now.

Q. In former years, did you? Last year, for instance. A. Oh, yes.

Q. Did you experience any trouble in handling them backward and forward across the river? A. Yes, sir, we had considerable trouble.

Q. How do you transport your goods now across the river—by rail? A. As a general rule, we allow our cars to stop in East St. Louis, for the sake of making time.

Q. How do you get the goods over here? A. In our wagons we transfer them across.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. You say that formerly you had a good deal of trouble? A. Yes, sir.

Q. That was when you had deliveries in car-loads to this side? A. Yes, sir.

Q. Are you familiar with the actual course which is pursued in the handling of the cars? A. No, sir, I am really not familiar, excepting that when we used to receive cars over there, and request the companies to forward them over here, there would be delays, of anywhere from one to two days, and up to five days. And there is a time of year

which comes, with us especially, when the weather is changing, and sometimes a cold wave comes, and a car is out on us, and it would freeze, and we cannot assume the risk.

Q. You have not answered my question: are you familiar with the actual course of handling cars? A. No, sir, I am not familiar with the connections at all.

Q. If a car is brought into East St. Louis by the railroad company, it of course must do something with it? A. Yes, sir.

Q. Do you know whether, when it comes to East St. Louis it at once puts it on the track of the Terminal Association, or whether it is left, in the first instance, on the track belonging to that railroad company? A. That is something I cannot say.

Q. So you have no knowledge at all of the course pursued? A. No, sir; no knowledge of the connections.

Q. Have you any knowledge of the yard facilities of either the railroad companies, or the Terminal Company? A. In East St. Louis?

Q. Yes. A. The yard facilities in East St. Louis are always in good shape for us. We can always get a car in over there.

Q. Because there is more room over there than on this side? A. Yes, sir.

Q. On the other hand, there seems to be a want of yard-room on this side of the river? A. Yes, sir.

Q. That you have observed here? A. It seems to be that way.

Q. Here most of the railroad tracks are in what is known as the Mill Creek Valley, aren't they? A. We are up toward North St. Louis, and we do most of our business in what they call the North St. Louis district, anywhere from North Market to Carr Street.

Q. And that district is all built up? A. Yes, sir.

Q. Crossed and recrossed by streets and alleys, which are public places? A. Yes, sir.

Q. And you are impressed with the fact, aren't you, as a practical business man, and shipper, that the railroads have not sufficient room on this side of the river? A. Yes, sir.

Q. For doing the business of this great city? A. Yes, sir.

WALTER NICHOLS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Walter Nichols.

Q. What is your business? A. I am Assistant General Freight Agent of the Big Four Railroad Company of St. Louis.

Q. What is the corporate name of that road? A. The Cleveland, Cincinnati, Chicago & St. Louis Railway Company, I believe.

Q. How long have you been Assistant General Freight Agent? A. Since December, 1903.

Q. Located in St. Louis all that while? A. Yes, sir.

Q. Do you have any assistants under you? A. Yes, sir.

Q. How many? A. Do you mean clerks in the office?

Q. Any employees that are under you. A. I cannot answer your question definitely, unless I sit down and figure it up.

Q. Just approximately? A. We have about nine or ten in our office, with outside agencies reporting.

Q. Is there any fast freight dispatch line that is operated over the Big Four to the Altantic sea-coast? A. Fast freight line, did you say?

Q. Yes. A. Yes.

Q. What is the name of it? A. There is the White

Line; the West Shore Line; the Nickel-Plate Line; the Lake Shore, Lehigh Valley Route; the Jersey Central Lake Shore Dispatch; the Central States Dispatch; the Empire Line; the Erie Dispatch; the Lackawanna Line; and there may be others.

Q. They all operate into and out of St. Louis over the Big Four? A. Yes, sir.

Q. Have they all offices in St. Louis? A. They have representatives in St. Louis.

Q. Which of these lines, if any of them, is controlled by the New York Central?

Counsel for defendants object to the question.

A. I would say the White Line and the West Shore Line.

Q. At what point on the Big Four in the State of Illinois are there coal mines located? A. May I ask you a question? Do you mean mines which serve the St. Louis market?

Q. I do not confine my question to that. A. There are mines in what we know as the Saline County or Harrisburg district. There are mines on our road in the vicinity of Danville, Illinois. There are also mines on the main line in Illinois, at Pana, Witt, Courtkamp, Hillsboro, Gillespy and Livingston.

Q. Which of the mines that you have mentioned are on the branch lines, and where do the branch lines that they are on leave the main line? A. The mines in the Saline County district, and at Danville, are on what is known as our Cairo Division.

Q. And at what point does that leave your main line? A. At Paris, Illinois.

Q. How far is Paris from St. Louis, just approximately? A. Oh, it is in the neighborhood of a hundred and seventy miles; I don't carry those distances in my head.

Q. About a hundred and seventy miles? A. Yes, sir.

Q. How far out on your line is the first mine at which

coal is mined and shipped to the St. Louis district? A. Livingston.

Q. How far is that? A. Between forty and fifty miles.

Q. How many mines are located at Livingston? A. One.

Q. What person, company, or firm, operates that mine? A. The New Stock & Coal Company.

Q. Is that a corporation? A. I cannot answer that of my own knowledge, because I do not know.

Q. Have they an office in this city? A. Yes, sir.

Q. You do business with them? A. Yes, sir.

Q. Do you know who controls that corporation? A. No, sir, I do not.

Q. Who has charge of their office here? A. The Rutledge & Taylor Coal Company.

Q. Where is their place of business in this city? A. In the Lincoln Trust Building.

Q. At what point is the next mine, leaving St. Louis and traveling east on your road, located? A. Hillsboro.

Q. How far is that from St. Louis? A. It is between fifty and sixty miles.

Q. And how many mines are located there? A. One.

Q. Who controls that? A. It is known as the Hillsboro Coal Company.

Q. Where is their general office? A. As far as my knowledge goes, it is at Hillsboro.

Q. Have they an office in this city? A. Not that I know of.

Q. Have they a representative here? A. Not to my knowledge.

Q. Who handles their product here? A. I don't know.

Q. What is the next place at which a mine is located, on your line? A. Courtkamp Switch.

Q. How far out is that? A. A little over a mile east of Hillsboro.

Q. How many mines are there at that place? A. One, as far as I know.

Q. Who runs that? A. The Courtkamp Coal Company.

Q. That is a corporation also? A. That I cannot say.

Q. They have an office in this city? A. Not to my knowledge.

Q. Where is the next mine located, going east on your road? A. At Witt.

Q. How far is that? A. Six, eight or ten miles east of Courtkamp.

Q. How many mines are located there? A. As far as I know—one.

Q. What is the name of that company? A. It is operated by the Deering Coal Company, of Chicago.

Q. Is that a corporation? A. I do not know.

Q. Have they an office in this city? A. I do not know.

Q. Have they a representative here? A. I cannot say.

Q. What is the next mine on your line? A. At Pana.

Q. How many mines are there? A. That I cannot answer definitely, but there is one mine located on the tracks of the Big Four.

Q. There are other railroads at Pana, aren't there, that enter St. Louis? A. There are two lines.

Q. There is a line that goes north and south there, isn't there, the Illinois Central? A. The Illinois Central, and the B. & O. Southwestern.

Q. What is the next mine on your line? A. Those are all the mines on the main line.

Q. That send coal to St. Louis? A. Pana does not send coal to St. Louis.

Q. How far out is Pana? A. It is in the neighborhood of ninety-five miles.

Q. How far out on your line is coal mined and sent to the St. Louis market? A. I believe as far as Witt.

Q. And how far is that, in miles? A. I would have to

figure that. I have already said it was from eight to ten miles east of Hillsboro. I don't carry those distances in my head.

Q. You know about how far Hillsboro is, don't you? A. I said so, yes.

Q. What is it? A. Hillsboro, I think I said, was between fifty and sixty miles from St. Louis.

Q. And Witt is ten miles further east than that? A. Yes, sir.

Q. Which would make it about seventy miles? A. Yes, sir; about seventy miles.

Q. Do you know of such an organization as the St. Louis Coal Traffic Bureau? A. Yes, sir.

Q. How long have you represented your road in that association? A. Since the latter part of 1901.

Q. How frequently have you attended the meetings of that Coal Traffic Association? A. I have attended the meetings at stated times.

Q. Can you remember back to what time you first became acquainted with that association, as representing your road? What year? You said about 1900. A. I think it was in the latter part of 1901.

Q. Wasn't it in 1899? A. Not for me.

Q. Who preceded you, Mr. Holliday? A. Yes, sir.

Q. What time did Mr. Holliday leave here to go to Pittsburg? A. My recollection is it was in December, 1901, or possibly November.

Q. You have seen copies of the proceedings of that association that have been sent to you by the secretary, Mr. Fraser? A. Yes, sir.

Q. The copies of those proceedings contain the action of that association with reference to the coal rates from here into the Illinois coal fields? A. They contain a memorandum of the discussion.

Q. They contained any changes that were made in the

rates, didn't they, also, at various times? A. They naturally would, yes.

Q. And copies of these proceedings were regularly sent to each member for reference? A. I cannot answer for the other members.

Q. You can answer for yourself: You received them regularly? A. I have already answered that—Yes.

Q. And you filed them? A. We may have kept some of them.

Q. In the years 1901 and 1902, did you send over your line any coal into the St. Louis market at a less rate than the agreed rate, fixed by the St. Louis Coal Traffic Association? A. Not to my knowledge.

Q. Would you have knowledge of it, if that happened? A. Not necessarily.

Q. Who would? A. I cannot say.

Q. What official of your office here in St. Louis would have that knowledge?

Mr. McNulty: In behalf of Mr. Nichols, I would like to object, that that is not proper evidence to bring out, who would know. What he knows he can state.

Mr. Crow: Q. If you know, you know. A. No one.

Q. Where are the settlements made for freight, in the way of coal that comes over your line, from Illinois into St. Louis—where are those payments made, and where are the records of it kept?

Mr. Priest: That assumes a car did come over their line into St. Louis. The question is objected to on that ground.

Mr. Crow: Q. Coal is shipped over your road, during the time I have mentioned, 1901, 1902, 1903, 1904 and 1905, into St. Louis? A. Yes, sir, coal has been shipped in.

Q. Where are the records kept, that would show settlements for those freight bills? A. Coal delivered at East St. Louis is settled for over there; coal delivered in St. Louis is billed forward to the delivering line. We would have the

records of settlements in East St. Louis, and the delivering line would have the record of settlements in St. Louis.

Q. Who makes the settlements between the delivering line here and your line? A. That is handled in the local freight agent's accounts.

Q. The local freight agent of your road would handle your end of it? A. If the coal came over our road.

Q. That is what I say, if it came over your road? A. Yes, sir.

Q. And the local freight agent of the Terminal Company would handle it for the Terminal Railroad? A. His office would.

Q. That's what I mean. Who is your employee or representative (I speak of your road) at East St. Louis, who would have charge of these accounts? A. You mean the local freight agent?

Q. I don't know whether it is the local freight agent, or who it is. I am asking you. A. R. R. Harris, local freight agent of the Big Four.

Q. Did you ever have any contracts for coal traffic with the Hillsboro Coal Company, or the Consolidated Coal Company?

Objected to by counsel for defendants, on the ground that the question is totally immaterial, and totally irrelevant to any issue in this case; as the transactions of the Big Four with any of its patrons in Illinois are not a subject of inquiry properly in this case; and we think there should be some limitation to that line of inquiry. The witness cannot be interrogated with respect to the private affairs of his employer, which have no concern with the issues in this case.

The Commissioner: Answer the question, if you know. A. I cannot answer that question.

Mr. Crow: Q. Why? A. Because I am not in possession of the knowledge with which to answer it.

Q. Do you mean to say you don't know? Do you mean

to convey that idea to me? A. Yes, sir. I do not know.

Q. You are the General Freight Agent of the Big Four, you say? A. Yes, sir.

Q. Assistant General Freight Agent? A. Yes, sir.

Q. And a part of your duties is to make contracts for the shipment of freight, isn't it? A. It depends upon what you mean by "contracts." I represent the road, and solicit freight, and when we issue a bill of lading, we construe that as a contract.

Q. In this Coal Traffic Association you have heard matters discussed as to the protection of special contracts giving particular rates to some certain firms, for a certain length of time, haven't you? A. I think there has been some reference made to something of that kind.

Q. As Assistant General Freight Agent of the Big Four, have you had any contracts of that character to protect with the Consolidated Coal Company, or with the Hillsboro Coal Company, for the shipment of coal from their mines to St. Louis? A. No, sir.

Q. You have not? A. I have not.

Q. Do you know what official of your road would know if such a contract had been made? A. No, sir, I do not.

Q. Do you know whether or not coal has been shipped over the Big Four Road from the mines of the Consolidated Coal Company and the Hillsboro Coal Company, in the State of Illinois, destined to St. Louis, Mo., at less than the published tariff rate? A. No, sir; I do not.

Mr. Crow: That is all for the present, but I do not want you to understand that you are permanently excused. I wish to recall you later.

WILLIAM GRAY, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. William Gray.

Q. You occupy what position with the Burlington Railroad? A. I am the General Freight Agent of the Missouri district.

Q. What territory is covered by that? A. All the lines in Missouri, and some of the lines in southern Iowa.

Q. How long have you been connected with the Burlington road? A. Eighteen years.

Q. How long have you been located in St. Louis? A. Sixteen years.

Q. Did you have any knowledge of the purchase of the Alton Bridge by ten or eleven railroads? A. Nothing except as I have seen it in the papers.

Q. Your road has no interest in that, so far as you know? A. So far as I know, we have no interest in it.

Q. Occupying the position that you do with the Burlington road, would you have anything to do with any traffic arrangements that might have been made for the handling of freight in cars over the Alton bridge by your road? A. I have had nothing to do with it.

Q. At no time? A. At no time.

Q. What official of your road made whatever arrangements were made for that, in the past? A. I presume the General Manager, or the President. But I don't know.

Q. About two years ago, I believe it has been testified here, that bridge was sold; and prior to that time you people had done considerable business with the bridge; who was your General Manager or President, who would have had knowledge of those arrangements at that time? A. Mr. Harris, the President, would have knowledge of it.

Q. Where is he located? A. In Chicago.

Q. What are his initials? A. George B.

Q. Would you be familiar, in the position you occupy, with the tariff rates on your road for goods that come from Springfield, Ill.; routed over the Alton bridge to St. Louis, Missouri? A. There is no business handled that way.

Q. There has been in the past, hasn't there? A. I think never.

Q. Isn't there coal shipped from Springfield, Ill., district over the Alton bridge, into St. Louis, by way of your road—wasn't there three or four years ago? A. There might have been a very little during the coal strike.

Q. Wouldn't you know about that, or wouldn't the records in your office show that? A. I don't think they would.

Q. What department of your road would show whether or not you have made a tariff rate there? A. Our tariff department, in Chicago.

Q. Are there no records here that would show that? A. We do not publish tariffs here at all.

Q. There are no records here of your road that would show those facts? A. No, sir.

Q. What is the name of the official in Chicago who would be in charge of those records that would show that rate, if there was any such rate? A. W. B. Hamblin.

Q. What is his official position? A. General Freight Agent in Chicago. And he publishes all the tariffs.

Mr. Crow: You may be excused for the present, but I wish to recall you later.

J. E. STEWART, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. J. E. Stewart.

Q. What is your business? A. Wholesale produce, produce in car-load lots a specialty.

Q. Are you connected with any firm? A. With the J. E. Stewart Produce Company.

Q. What volume of business do you do a year? A. About eight hundred to one thousand cars a year.

Q. How long have you been in business in this city? A. I have been in business here a little over three years.

Q. You handle a general line of produce and commission goods? A. A general line of produce, but about seventy-five per cent is potatoes in car-load lots.

Q. Do you handle any of your goods across the river, inbound and outbound freight? A. Probably, I should say, seventy-five to eighty per cent of our business comes through St. Louis.

Q. What do you mean by that? You mean it does not come from the other side? A. It passes through St. Louis and East St. Louis.

Q. Have you experienced any difficulty in getting your goods, inbound and outbound, at St. Louis? A. We do have considable difficulty, considerable delay.

Q. Do you handle your goods by wagon? A. Well, our St. Louis business— We unload a large amount of potatoes in St. Louis, and those are unloaded, the larger part of them, by ourselves, in wagon-load lots. Sometimes we sell the cars on the track to the trade here, and they haul them themselves. Other times, we deliver them in loads.

Q. You do considerable business in St. Louis and points destined beyond? A. Yes, sir; but a large part of that is diverted while the goods are in transit, or after they arrive at St. Louis.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. You say you handle some of your business entirely through St. Louis; that is to say, buying it either north or south, east or west of St. Louis, and then it is destined beyond? A. In some cases it is destined beyond, from the original points of shipment. Other shipments are diverted after arrival here in St. Louis, or East St. Louis.

Q. And that is what you refer to as business "through St. Louis?" A. Yes, sir, I referred to that as through business.

Q. And that is delayed in getting through, sometimes? A. We have considerable delay—yes, sir.

Q. Are you familiar, taking a shipment of that kind now, a through car—are you familiar with the course of handling that car, the actual course which is pursued? A. Do you mean the handling of that particular shipment by the railroad company, or ourselves?

Q. By the railroad company. A. Yes, sir, I believe I am familiar with it.

Q. What is the direction of most of this through business, west to east, or east to west? A. The greater part of those shipments are shipments to Texas, throughout Arkansas, Louisiana, and the lower Mississippi Valley.

Q. And where do those shipments come from? A. They come from Wisconsin, and also from Minnesota.

Q. What would you say, from the best information you have now, would be the average time required for a car of the kind you have just spoken of, one coming from the north and destined to the south, to pass it through the City of St. Louis, taking the time when it first arrived in the City, and the time when its journey southward is resumed—the average time, nothing exceptional? A. I don't know that I just understand your question.

Q. Taking a car that is destined from the north to a point south of St. Louis; what is the average time required for passing that car through St. Louis, beginning with the time when it arrives at St. Louis, and the time it has resumed its journey, beyond St. Louis, to the point south; going through what we call St. Louis? A. Now, then, I will explain that to you in this way. On shipments that originate in the north, and are destined to points beyond, and that are obliged to pass through St. Louis, we have very little

trouble on account of delays, on the cars that we trace. As a general rule, the parties who buy from us in the South and Southwest are always looking for quick delivery. Now, wherever it is possible for us to do so, we have that stuff billed direct through, or diverted before it arrives at St. Louis, or East St. Louis. In that way we experience very little delay, on the shipments being delivered from the East St. Louis lines to the Southern lines.

Q. You have not yet answered my question, as to what in your judgment, would be the average time? A. On those shipments?

Q. Yes, on the through shipments, through the city? A. Cars arriving in East St. Louis, we will say— Well, the trains are all due anywhere from nine to eleven o'clock; a great many of those shipments destined south are delivered to connections by six or seven o'clock in the evening, so as to get them out on their night trains.

Q. So a great many are delivered in a day, would say? A. A great many of those shipments are delivered in a day.

Q. And they have to pass through the terminals? A. Those pass through the terminals.

Q. The terminals extend up as far as Granite City on the east side? A. Yes, sir, they do. You understand now some of those shipments come across the bridge, while others are taken by the Wiggins Ferry, and delivered to connections in that way.

Q. When you speak of shipments being diverted before they arrive here, I am not sure that I understand your meaning there. You mean by that that before they come to St. Louis they are diverted to some road that goes entirely around St. Louis? A. No, sir; I don't mean that.

Q. What you mean by that is that you have determined upon the fact that the shipment is to go beyond St. Louis, before it reaches here; and therefore, give your directions

for having it handled as a through shipment, before it actually reaches here? A. That is the point exactly.

Q. That is what I wished to have cleared up. The word "diverted" is susceptible to more than one meaning there.

Now, taking shipments that are not diverted before they arrive: that means that the carrier bringing them into the St. Louis belt or district, lands them on some one of their tracks, and then you determine, after the car has been so landed that it shall go on further? A. Yes, sir.

Q. And that takes a greater length of time, I take it, than where your orders are given before the car reaches here? A. Yes, sir.

Q. Because it might get on to a track and be blocked up? A. That I do not know.

Q. You are not familiar with that? A. No, sir.

Q. But it does take longer in those cases? A. Yes, sir, it does take longer.

Q. Some of your business is distinctly local, in the sense that St. Louis is the market for its disposal? A. Probably fifty per cent of it.

Q. And the rest of it, away from here? A. Yes, sir.

Q. You bring much of that local business into the city of St. Louis in car-load lots? A. A large amount of it.

Q. And where are those cars delivered for you? A. Some of those cars are delivered for us at Carr Street, and some of those cars are delivered at the L. & N. produce block—that is, between Dickson Street and Cass Avenue. We are located on the L. & N. produce block, on the Terminal tracks, and some of our cars are delivered there. A large amount of our cars come into the Wabash yards, at North Market Street.

Q. Does the L. & N. mean Louisville & Nashville Railroad? A. Yes, sir, the Louisville & Nashville produce block.

Q. Is that simply the name, or does it belong to the L. &

N. Road? A. It belongs to the L. & N. I think it was built with the intention of keeping it as strictly a produce block.

Q. Where do those shipments come from—what direction? A. From the North.

Q. Your shipments are principally from the North, and either to St. Louis or South of it? A. Yes, sir. From the North from the 1st of August until the 1st of June; and from the 1st of June until the 1st of August the shipments handled by us are from the Southwest.

Q. How long is the average time required, not taking exceptional cases, for getting a car from the northern line which comes into the City, to either one of the three places where you receive deliveries; I believe you mentioned three, the L. & N., the Wabash, and Carr Street? A. Our shipments that are routed—Well, now, let me see; a portion of our business comes directly from the loading stations; another portion of our business is diverted from Chicago. Of course, there is a difference in time of about twenty-four hours. In other words, a shipment from the North, it takes about twenty-four hours to get into Chicago, and then there would be about twenty-four hours longer on a shipment from the North than there would be out of Chicago proper. The average time on a shipment from Chicago is about the third day delivery in St. Louis.

Q. That is, the third day after it leaves Chicago? A. Yes, sir; the third day after it leaves Chicago.

Q. And it takes about a day to get down here? A. About the third morning delivery.

Q. You mean by that about sixty hours? A. Yes, sir, about sixty hours.

Q. You get it then, on your track, whichever one it may be? A. No, sir; there is a difference.

Q. I don't quite understand you. A. If that shipment should come to the Wabash, the third morning delivery is

about the usual time. If that shipment comes on the Illinois Central, or if it comes on the C. & A., that delivery in East St. Louis is a second and third morning delivery.

Q. Second and third in East St. Louis? A. Yes, sir; in East St. Louis. Now, then, our shipments that come Illinois Central and C. & A., we have given orders to the Illinois Central, and to the C. & A., on all of our shipments, to let them come over to the L. & N. produce block, unless we give them instructions to the contrary before the arrival of the car.

Q. That is, shipments that have to come over from the east side? A. Yes, sir.

Q. That have to come through East St. Louis, across the bridge, and get to the L. & N. produce block? A. Yes, sir.

Q. What is the average time for getting that car over here, after it has gotten to East St. Louis, and has been put on the Terminal track, if you know? A. Well, anywhere from two, to four or five days.

Q. Is that the regular time? A. That is about the time we receive our shipments that are ordered over from East St. Louis.

Q. Do you know what course it takes? A. Do I know the course that shipment takes?

Q. Yes. A. The shipment is supposed to be delivered by the East St. Louis line to the Terminal, and the Terminal to deliver it to us.

Q. Did you ever trace a car, to see how long it required after it got to the tracks of the Terminal Company? A. I have.

Q. What was the course pursued? A. In the tracing of that shipment?

Q. Yes. How did it go? How was the car moved? A. The course pursued by us?

Q. No, I mean by the railroad company. A. The course

pursued by the railroad company is to deliver the car to the Terminal Company.

Q. And then by the Terminal Company—what does it do? A. They are supposed to bring it over the river to us.

Q. On what bridge do they cross, do you know? A. The Merchants' Bridge.

Q. The Illinois Central comes in from the South? A. Oh, no.

Q. Where does it come? A. It comes in from the North on our business.

Q. Where is that delivered to the Terminal? At what point? Do you know? A. It is delivered somewhere in East St. Louis. I cannot tell you where. Each road, as I understand it, has special delivery tracks, and cars for the Terminal are set on those tracks, I suppose.

Q. What road makes the quickest delivery from Chicago? A. Well, they are all about the same.

Q. The Wabash, Chicago & Alton, and Illinois Central? A. Yes, sir. East St. Louis deliveries are all about the same.

Q. But those getting to you at the L. & N. Produce Station. A. Our Wabash cars we do not allow to come to the L. & N. Produce Station.

Q. How about those that come to the Wabash Station? A. None of our Wabash cars come to East St. Louis.

Q. They all come to the Wabash Station? A. No, sir; they all come to the North Market Street yards at North St. Louis.

Q. From the east side? A. Yes, from the east side.

Q. Where do they cross the river? A. That I do not know. I suppose the Merchants' Bridge, but I don't know where they cross. I have never investigated the matter. The Wabash trains that bring in our produce arrive in East St. Louis, or what they call their middle or outer yards,

just outside the Station. Now, as far as our cars are concerned, they are brought in on those trains, and then trains are made up to come across the river. Now, cars that get in that middle, outer yard, around about nine or ten o'clock in the morning, are generally over for us after dinner.

Q. Suppose they do not get in before nine or ten o'clock? A. Then they cannot deliver them.

Q. They wait until the next day? A. They have several pulls across the river, but I don't know just when they are.

Q. Several pulls each day? A. Yes, sir, several each day, as I suppose; they have pulls for their regular trains.

Q. Does that come over the Terminal track? A. The Wabash?

Q. Yes. A. I don't know. I suppose they have to cross the bridge on the Terminal tracks.

Q. They make up their trains for freight, and they pull them from the East side to the North Market Street yards.

Q. And they do their own handling over the Terminal tracks? A. I suppose so.

Q. Do you know whether the Illinois Central does its own handling when it delivers on this side? A. I don't think so.

Q. Do you know whether the Alton does its own handling? A. I don't think so; their goods are delivered to the Terminal.

Q. Do you know whether the Terminal has a number of pulls across the river each day? A. They must have—yes, sir.

Q. You have been in business in this city how long? A. I have been in business here a little over three years.

Q. You find that on this side, particularly, there is a lack of yard-room, isn't there? A. There is, yes, sir.

Q. It is very marked, isn't it? A. They have several small yards—they haven't any large ones.

Q. Wouldn't you say, from your observation, from hav-

ing occasion to use railroads, that there is a very distinct lack of yard room on the west side of the river? A. There is, yes, sir.

Q. And that necessarily results in congestion on the tracks on this side of the river, and inability to brings cars over here, because there would not be any place to put them —wouldn't that follow, necessarily? A. Yes, sir, that would follow.

Q. And in order to relieve the situation materially, upon this side of the river, it would be necessary to get more room, build more tracks, have more depots and warehouses, and more tracks for team deliveries? A. That would facilitate matters a great deal.

Q. A very great deal, don't you think so.

RE-DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. The Burlington, the Missouri Pacific, the Iron Mountain and the Frisco Roads, have quite extensive terminals on this side of the river, haven't they? A. They have.

JOHN FITZGERALD, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What is your name? A. John Fitzgerald.

Q. What is your business? A. Superintendent of the terminals for the Louisville & Nashville Railroad Company.

Q. In this city? A. Yes, sir.

Q. How long have you occupied that position? A. About six years, or six and a half.

Q. Does your road own any terminal facilities on the east side of the river? A. Yes, sir.

Q. Of what do they consist? Just the switches connected with the main track, or have you a belt around East

St. Louis? A. It is our own tracks, and freight-house facilities.

Q. Did you formerly have? A. No, sir.

Q. You never did have? A. Not to my recollection.

Q. What, if anything, did you have to do with the handling of freight, in and out of St. Louis? A. I supervised it.

Q. Have you a General Freight Agent here? A. No, sir.

Q. You act as General Freight Agent, do you? A. No, sir.

Q. Who does, no one? A. No one.

Q. Have you a local Freight Agent? A. Yes, sir.

Q. Who is he? A. P. F. Button, of East St. Louis.

Q. You have no one other than yourself in St. Louis? A. Yes, sir; we have a local freight agent in St. Louis.

Q. What is his name? A. J. A. Lindsay.

Q. Where is his office? A. Dickson and Collins Street.

Q. Where is your office? A. No. 206 North Broadway.

Q. Have you ever attended any meetings of the St. Louis Coal Traffic Association? A. Yes, sir.

Q. As the representative of your road? A. Yes, sir.

Q. When did you first begin attending those meetings? A. In 1900.

Q. Who was secretary of that association at that time? A. I think R. M. Fraser.

Q. The same gentleman who is now secretary? A. Yes, sir.

Q. And have you represented your road at those meetings since that period? A. Yes, sir.

Q. Do you remember a cut in the coal rate, from the Illinois coal fields that supply the St. Louis market, in May, 1905? A. I don't remember the dates. There was a cut made by the various lines, in the coal rate, that year, I think.

Q. I will get you to state if you received a notification

of that, from Mr. Fraser, as Secretary of the Bureau, of the fact of the cut—in a circular? A. I do not recall.

Q. You don't remember. A. No sir, I do not.

Q. Did your road meet all the cuts that were made? A. Not all of them, no, sir.

Q. How low did the rate go, from the outer, inner and middle group, on any of the lines? A. I don't recall what they were on the other lines.

Q. How much reduction did you make on your line? A. I think the lowest rate we made was fifteen cents a ton.

Q. That is, from the outer group, or from any point on your line? A. That is what we estimate on our line, the Belleville district.

Q. How far out would that be? A. That district would reach forty miles.

Q. What had the rate been before the cut? A. It had varied.

Q. What had it been just prior to the cut, according to the Coal Traffic Association? A. Twenty-five cents a ton, according to our tariffs.

Q. That was the agreed rate by the Coal Traffic Association, wasn't it? A. No, sir; we have no agreed rates.

Q. That was the rate, however, that was published in the Information Circular by the St. Louis Coal Traffic Association? A. Possibly so. But the L. & N. publishes its own rates.

Q. You publish a tariff under the Interstate Commerce Law?

Mr. Watts: The rate to East St. Louis, you are asking him about?

Mr. Crow: Yes.

Q. What you publish is the rate under the Interstate Commerce Law, isn't it? A. No, sir.

Q. What is it you publish? A. It is a tariff from mines on our road in Illinois, to East St. Louis, Ill.

Q. That tariff you publish coincides with the tariffs fixed in the Information Circular issued by the St. Louis Coal Traffic Association, doesn't it? A. I never checked it.

Q. You never checked it? A. No, sir.

Q. You don't know that that is a fact? A. I don't know it is a fact, because I did not check it personally.

Q. Did you have it checked? A. I don't recall that I did. But if our rate was different, we wouldn't do any business.

Q. You had a meeting right after this cut, a meeting of the St. Louis Coal Traffic Association? A. There were several meetings. I don't remember whether they were immediately after the cut or not.

Q. Soon afterwards? A. I don't recall how soon.

Q. Do you know when the rate was restored? A. Sometime in this year.

Q. In this year? A. I think so.

Q. Wasn't it restored in June, 1905? A. Oh, from the fifteen-cent basis?

Q. Yes. A. Yes, sir, it was restored in last year.

Q. Along in June sometime, wasn't it? A. I don't recall that.

Q. Shortly after the cut was made, the rate was restored? A. Those exceedingly low rates did not last a great while.

Q. A few days? A. I think longer than a few days.

Q. Whatever period of time they did last, there was a meeting of the St. Louis Coal Traffic Association, at which that subject was considered? A. The rates were discussed, yes, sir.

Q. And you were there? A. Yes, sir.

Q. And the representatives of the coal-carrying roads into the St. Louis district were there? A. I don't recall that they were all there. There were a number of representatives there.

Q. And the matter of restoring those rates was discussed,

wasn't it? A. The matter of what each line's rates were, and if they were going to be changed, was discussed.

Q. And it was agreed that they would be changed, finally, wasn't it? A. No, sir.

Q. It was not? A. No, sir.

Q. Did each road individually agree that it would restore the rate? A. No, sir.

Q. Did each one of those roads announce at one of those meetings, subsequent to this, that it would restore the rate? A. Each road announced it about that time. I don't know when those rates were changed. They announced what their figures were going to be.

Q. And announced it at a meeting of this Association? A. Yes, sir.

Q. And subsequently published it, and the rate was made in the regular way by each of the roads? A. I notified our General Freight Agent what I had determined upon, and what I had announced for our Company, and he published the tariff accordingly.

Q. And you received copies of the proceedings of these meetings from Mr. Fraser? A. We received a memorandum of the discussions, yes, sir.

Q. And of any changes in the rates? A. If any line announced a change in its rates, we were apprised in that way.

Q. And if any complaint was made about a road, and a meeting asked for, you are apprised of that, and asked to come to the meeting by Mr. Fraser? A. We are told there will be a meeting on a certain day.

Q. And what subject will be considered? A. No, sir; I don't think we are told what subject will be considered.

Q. Isn't there usually, in the notification, a suggestion as to what complaint has been made, and what is the cause of the meeting? A. I don't think so.

Q. Have you copies of those notices? A. I don't know. I don't keep those records.

Q. Who keeps them? A. They are kept in the office.

Q. In your office? A. Yes, sir.

Q. Who has charge of them? A. The chief clerk.

Q. What is his name? A. H. D. Hughes, at the present time.

Q. Are those records under your supervision? A. Yes, sir.

Mr. Crow: That is all with this witness at the present time, but I wish to recall him later.

W. C. STITH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. W. C. Stith.

Q. What is your business? A. Freight Traffic Manager of the Missouri Pacific, and St. Louis, Iron Mountain & Southern Railroad Companies.

Q. How long have you been Freight Traffic Manager? A. Since 1899.

Q. Does either the Missouri Pacific Railway Company, or the St. Louis, Iron Mountain & Southern operate a line known as a belt line, from St. Louis southward, over the Thebes Bridge? A. The Iron Mountain operates a line from East St. Louis—or rather from Bixby, Valley Junction, to Thebes.

Q. Where is Bixby, and where is Valley Junction? A. Across the river, in Illinois.

Q. What points? A. I should say approximately seven or eight miles south of East St. Louis.

Q. Bixby? A. Bixby and Valley Junction. One is one arm of the "Y," and the other is the other arm of the "Y."

Q. What tracks, or rails, does the road operated by the Iron Mountain Company, connect with at Bixby or Valley

Junction? A. With the Terminal Railroad Association, and, in that vicinity, with Illinois Central and the M. & O.

Q. What do you call that line? A. The Illinois division of the St. Louis, Iron Mountain & Southern Railway Company.

Q. What is the distance down to the Thebes Bridge, from the junction? A. Approximately a hundred and twenty-five, or a hundred and twenty-six miles.

Q. What is the distance over the Iron Mountain Road, on this side of the river, from St. Louis to the Thebes Bridge? A. I cannot tell you that without figuring it out; but quite a considerable distance greater. It is an indirect route on the west side.

Q. Does your road, on the east side, that is operated by the Iron Mountain Company, pass through some of the Illinois coal fields? A. They have a branch from Gorham, which is about sixty-two or sixty-three miles south of Bixby, that reaches out into the coal fields.

Q. What points does it reach? A. It serves the Murphysboro and Cartersville district.

Q. What mines are located at Cartersville, that ship over your road? A. I couldn't undertake to answer that with any degree of accuracy. There are several of them, but I would not undertake to give all the names.

Q. To be specific, did the Big Muddy Coal Company, in 1905, and does it now, ship over your road? A. I think it did.

Q. How was that freight routed, and how would it reach St. Louis, if it came over your line, from the Big Muddy Coal Company? A. It it came over the Illinois division, it might be routed either by Bixby and the Ivory Transfer, or by way of the Terminal Association, and then to St. Louis.

Q. You mean by way of the Terminal through East St. Louis? A. Yes, sir.

Q. Where is the Ivory transfer? A. Immediately south of the River des Peres, south of Carondelet.

Q. Outside the city limits? A. Yes, sir.

Q. It is a public transfer? A. It is operated by the railroad as a car ferry transfer.

Q. By your road? A. It is operated by the St. Louis, Iron Mountain and Southern.

Q. And is not open to the general public for car transfer service? A. The traffic that is interchanged with the Iron Mountain road at that point is the only traffic available to the use of that transfer, on account of its situation. It takes any business offered to the Iron Mountain road.

Q. If freight is routed, say from the Cartersville district say from the Big Muddy, over the Thebes Bridge, and then up over the Iron Mountain road to St. Louis, is the tariff on your road the same as if it came up over the Valley line to East St. Louis? A. We have no through tariff by way of the Thebes bridge.

Q. And never have had? A. Never have had to St. Louis from that district.

Q. I will ask you if you made a rate in 1905 to the Big Muddy Coal Company, from their mine in Cartersville to St. Louis? A. We had a published tariff, which was the rate made to them.

Q. Was there ever any different rate made to them, than the published rate? A. Not that I recall.

Q. Would you know it, if that had been done? A. I would be very apt to.

Q. Was that subject ever up, and investigated by you, as to whether or not less than the tariff rate had been given on coal shipped by the Big Muddy Company—in the spring of 1905, I believe it was? A. There has been so much agitation about the Illinois coal rate, that I would not trust my memory on that. It is a fluctuating proposition.

Q. Do you know Mr. W. E. Burr, a coal mine operator here in the city? A. I do not.

Q. You represent your road in the St. Louis Coal Traffic Association? A. Sometimes—almost invariably.

Q. Do you remember the subject of the rate to the Big Muddy Coal Company being up before that association? A. No, sir.

Q. Was it taken up with the members of the association, individually? A. It might have been discussed with the individual members of the association. I don't recall now that it was, but it may have been.

Q. As a matter of fact, did your road cut that rate for the Big Muddy Coal Company? A. We published a tariff when our line was opened for business, and we made that rate to Bixby.

Q. What rate do you mean? A. We made a rate to Bixby; I think it was thirty-five cents a ton.

Q. Was that less than the published tariff rates of the other roads? A. It was at that time.

Q. That was met by the Illinois Central, was it? A. I presume so, I don't know. It is a fair assumption that it was.

Q. Was that tariff published when you first opened your road? A. My recollection is, that it was.

Q. Your tariff sheets would show that? A. The tariff sheets, I think, would show that.

Q. Are they under your charge? A. Not directly, no, sir; but I have access to them.

Q. What official of your road has charge of them? A. The Assistant General Freight Agent in charge of the tariffs.

Q. Who is he? A. Mr. Stewart.

Q. What are his initials? A. A. T.

Q. Is he located here in the Missouri Pacific Building?

A. Yes, sir. If you want those tariffs, I will be glad to get them for you.

Q. I should like to look at them. A. Very well.

Q. The tariff you speak of was from Bixby to St. Louis by way of the Thebes Bridge? A. No, sir; we have no tariff via the Thebes Bridge, because that is not a practical route for business, from the coal fields on the Illinois division of the Iron Mountain road to East St. Louis.

Q. Coal has been shipped from those mines, in abundance, over that route, hasn't it? A. Not to St. Louis.

Q. To the suburbs of St. Louis? A. No, sir, not that I know of. Not within my knowledge. Now, there might have been an isolated case, where a car got in and went around that way; but that is not either the practical or the natural route for it.

Q. No, sir; but the shipments I refer to came in trainload lots, didn't they, that way, over the Thebes bridge? A. I don't know what shipments you refer to.

Q. I refer to the shipments of the Big Muddy Coal Company on which a thirty-eight cent rate were made. A. Absolutely not, not over the Thebes bridge.

Q. What way did they come? A. I presume over from Bixby, or perhaps up to the Ivory Transfer.

Q. How far is it from the Thebes Bridge to the Ivory Transfer? A. About a mile and a half.

Q. And your tracks of the Illinois division, connect there? A. They connect with the river incline track that is used by the Ivory Transfer.

Mr. Crow: That is all I wish to ask this witness for the present, but I wish to recall him later.

At this point, the further hearing of testimony in this case, is continued until Saturday, October 13th, 1906, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 13th, 1906.

Met, pursuant to adjournment as above, on Saturday morning, October 13th, 1906, at ten o'clock, a. m., in the Federal Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Chester H. Krum, and Charles Nagel, appeared on behalf of the complainant; Messrs. M. F. Watts, H. S. Priest and F. W. Lehmann, appeared on behalf of the defendants.

The following proceedings were had:

JOHN T. LYNN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name? A. John T. Lynn.

Q. What is your business? A. I am with the Manganese Steel Safe Company.

Q. How long have you been in the safe business? A. Ten years.

Q. Where is the place of business of your firm? A. 706 Washington Avenue.

Q. What character of safes do you handle—size, particularly? A. All the way from three hundred to ten thousand pounds.

Q. Nothing under three hundred pounds? A. Nothing under three hundred.

Q. How long have you been with your present firm? A. About two months.

Q. Who were you with before that? A. I was formerly manager for the G. V. Halliday Safe Company, then proprietors and agents of the St. Louis Safe and Desk Company, and agents for the Hall Safe Company of Cincinnati.

Q. Do any of the goods you handle have to cross the Mississippi River at St. Louis? A. The bulk of our goods is hauled by wagons from East St. Louis.

Q. Inbound stuff? A. Inbound stuff.

Q. What is the reason you do that? A. Well, our reason for doing so is that it is less expensive for us, in hauling over the river, than in handling it on this side.

Q. Any. other reason? A. Goods shipped to this side frequently fall into the hands of the Transfer Company, and we have difficulty in locating them, and having delivery made.

Q. When you speak of the Transfer Company, what company do you mean? A. The St. Louis Transfer Company.

Q. Do you remember any instance of that kind, where goods were delivered, and failed to reach you? A. I remember one especially; two safes coming from Buffalo, New York, that we had out something like sixty days, tracing them. We had been in the hands of the St. Louis Transfer Company, for at least thirty days or more.

Q. On this side of the river? A. Yes, sir, on this side. That was occasioned by failure in instructions, in shipping the safes to East St. Louis.

Q. Where were the goods shipped to, St. Louis? A. Yes, sir, shipped to St. Louis. We have to have our own wagons in handling our goods, or wagons that are equipped for handling our line of goods, as they must be brought and placed in the store. The Transfer Company delivers only to the pavement, and there is as much expense delivering those safes into the house, as to get them to the pavement.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. You have special wagons? A. Yes, sir, we have special wagons for safe moving.

Q. And the case you referred to was due to error to ship-

ping instructions? A. Yes, sir, error in shipping instructions.

Mr. Crow: Q. The error consisted in routing the goods to St. Louis? A. Yes, sir, in place of routing them to East St. Louis. That occurs frequently.

EDWIN H. CONRADES, a witness of lawful age, being duly produced, sworn and examined, testified on behalf of the complainant, as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Edwin H. Conrades.

Q. What is your business? A. Railroad business.

Q. What road are you connected with? A. Superintendent of the Troy & Western Railroad Co.

Q. From where to where does that road run? A. It runs from at or near Troy, Illinois, to East St. Louis.

Q. And where is Troy, Ill.—how far from St. Louis? A. About twenty miles; nineteen and a fraction.

Q. Is your road steam or electric? A. Steam.

Q. Do you have any rolling stock? A. Yes, sir.

Q. How much? A. Some eight hundred odd cars.

Q. What kind of cars? A. All coal cars, gondolas, and dumps.

Q. How many locomotives have you? A. Four.

Q. Do you operate coal mines? A. Not this railroad. The coal mine is operated on the road. The railroad company does not operate any mine.

Q. Does your company own any mine? A. Not the railroad, no, sir.

Q. It is an independent organization? A. Yes, sir.

Q. Does anybody else beside the people who are interested in your railroad, operate coal mines on your line? A. I wish you would ask that question again.

Q. Does anybody, beside those interested in the railroad, mine coal on your road? A. No sir, they do not.

Q. How long have you been in that business? A. About five and a half or six years.

Q. You have an office in this city? A. Yes, sir.

Q. Who is president of the company? A. The railroad?

Q. Yes. A. Myself.

Q. Who is the treasurer? A. Mr. Bogue.

Q. What are his initials? A. George C.

Q. Has he an office in this city? A. Yes, sir.

Q. Who manages the road? A. I do, myself.

Q. You have no general manager? A. I am the acting general manager.

Q. You are the man actively in charge of the operation of the road? A. Yes, sir; there is no question about that.

Q. What tonnage in coal did you handle during the year 1905 over your road into East St. Louis? A. In the neighborhood of about one million tons.

Q. You are one of the heaviest coal carrying roads that comes into the city? A. Yes, sir.

Q. How far out did you say Troy was? A. About twenty miles; nineteen and a fraction.

Q. That is the outer point? A. Yes sir, the extreme point.

Q. How near to St. Louis do your coal mines on that line come? A. The closest mine is about thirteen and a fraction miles. That is, right inside the hills.

Q. Do you make a rate over your road to St. Louis, or East St. Louis? A. We make it to St. Louis. We publish an Interstate rate now.

Q. You file that with the Interstate Commerce Commission? A. Yes, sir.

Q. How long have you been doing that? A. About ninety days, I think it is; somewhere about that; ninety days or four months.

Q. Since the change in the bridge arbitrary—about that time? A. It was following directly after that.

Q. Formerly you made only a rate to East St. Louis, didn't you? A. Yes, sir.

Q. Do you know of an organization called the St. Louis Coal Traffic Bureau? A. Yes, sir.

Q. Is your road a member of that organization? A. I don't know that you would call it a member. We attend the meetings. I don't think there is any particular membership there.

Q. You consider yourself a member of the organization, don't you? A. Yes, sir.

Q. And you are considered a part of it? A. I don't know whether I am considered a part of it or not.

Q. You receive the circulars they send out? A. I believe so.

Q. And you get copies of the proceedings at the meetings in typewritten form? A. I would not be a bit surprised if I got them.

Q. You do, don't you? A. I don't pay much attention to it.

Q. You get them, don't you? A. I believe I do—yes.

Q. Do you remember of being appointed on a committee, with Mr. Clarence Parker, and another gentleman whose name I forget, to wait upon the Interstate Car & Transfer Company, relative to their cutting of the rates across the river? A. I don't know anything about that.

Q. You were not appointed on that committee? A. I certainly was not.

Q. And you never had any conference with those gentlemen? A. No, sir.

Q. Did you route any of your coal to St. Louis, in 1901 and 1902, over the Interstate Car & Transfer Company? A. In 1901 and 1902?

Q. Yes. A. They may have gotten some cars from us. You mean the old Kavanaugh Company?

Q. Yes. A. I suppose they got some cars from us .We shipped over both bridges, and the Interstate Car & Transfer Company.

Q. Who makes the agreement for the transfer of your cars across the river, you? A. Yes, sir.

Q. Did you make any arrangement with the Interstate Car & Transfer Company? A. I made no arrangement with them, whatever. I would not be positive they received any freight from us. I am not making the statement that they did. It is possible they did. Sometimes these cars are routed—practically taken out of our hands—as our customers will say they want them to go to certain companies, and we have to follow their instructions.

Q. At any time during the time you have been a member of this association, has it come to your knowledge that the Interstate Car & Transfer Company, or the Wiggins Ferry Company, were not maintaining the published rate for transferring coal across the river? A. Nothing but what I would know by hearsay. If I would know anything definitely about the rate, I would have taken advantage about it, and if I didn't take advantage of it, I couldn't have had anything very definite.

Q. Did you get your information from any official of either of the two companies I have mentioned? A. I don't know of my own knowledge that there was any cutting done at all.

Q. Do you remember the time the rate was reduced so materially, last May, a year ago? May, 1905. A. Yes, sir.

Q. Your road participated in that cut? A. I don't know what you mean by "participated." I tried to meet the situation. It went to nothing.

Q. You mean by that you reduced the rate yourself to meet that cut? A. I guess I did, to some extent.

Q. Didn't you issue a circular letter to that effect, and send a copy of it to Mr. Fraser? Think about it a moment before you answer? A. No, sir, I did not.

Q. Your road did not do that? A. I know I did not, and I don't think any one else would have authority to do it for my road.

Q. Did you attend the meeting at which that rate was restored, a year ago last May? A. I don't recollect that. Possibly, I may not have been here at the time. I have been away a good deal.

Q. If the records show that you were there, you were present? A. Sure.

Q. Nobody else attended those meetings for you? A. Nobody else would go there, unless I went myself.

Q. Do you have any recollection at all of what occurred at that meeting? A. A general discussion, I suppose, about the situation. I don't recollect that I was there.

Q. Do you remember the restoring of that rate? A. I remember putting my own rate back.

Q. And you put it back after this meeting was held, didn't you? A. No, sir, I believe I had my rate back before that.

Q. You are sure of that? A. I am pretty sure.

Q. How do you recollect that, if you don't remember the meeting? A. I have taken some very independent action with my little road at times.

Q. But you say you don't remember the meeting. A. I don't know what meeting you refer to.

Q. I refer to the meeting at which the rate was restored. A. I don't recollect that. I suppose they had various meetings, at that time, and the railroad men got together and discussed the situation.

Q. There was one meeting at which the rate was restored? A. I don't know. I attended various meetings.

Q. Is there anything more you know about the restora-

tion of that rate? A. I suppose I do. If you put it to me plain, I will try to answer you.

Q. Do you recollect what date the other roads restored the rate? A. I don't know.

Q. Wasn't it done at the same time by all the roads? A. I don't know that.

Q. Do you know what cut you made? A. I believe as low as I got it down was twenty-five cents a ton. I believe that is as low as I went. I believe some of them had the rate down to five and ten cents—or hauled it for nothing, and gave the boys a premium, I suppose.

Q. What is the regular rate now? A. Forty cents. Sixty cents to this side. Of course we absorb the transfer charge.

Q. Has your company had any special contracts for the delivery of coal in St. Louis at less than the published tariff rates, that you have been protecting? A. No, sir.

Q. You never have had? A. No, sir; not to my recollection.

Q. You keep an office here and sell coal yourself? A. No, sir, our railroad does not sell any coal.

Q. You have a coal company that sells it? A. Sure. We have a coal company that operates on it, Donk Brothers.

Q. Those are the same people that owns this road? A. No, sir.

Q. They do not? A. No, sir.

Q. Who does? A. Donk Brothers Coal & Coke Company does not own the railroad, and the railroad doesn't own Donk Brothers Coal & Coke Company.

Q. The same individuals that own one own the other? A. I suppose some are interested in it.

Q. They control it, don't they? Don't the Donk Brothers control this road, and own a majority of its stock? A. There is only one Donk—E. C. Donk.

Q. Well, whoever it is, he controls a majority of the

stock of this road, doesn't he? A. Between Mr. Donk and myself, we control it—if that is what you want to know.

Q. And you control this coal company, you and Mr. Donk? A. Yes, sir; but we do not control it in the way you are trying to get at it.

Q. What do you mean by that? A. We are stock-holders in the companies, but they are separately organized companies.

Q. But you two people control a majority of the stock in both corporations, don't you? A. Well, we own a good share of it.

Q. You have a majority of it, haven't you? A. It seems to me you are getting right down into my private business, very close. Do I have to answer that, Mr. Rombauer?

The Commissioner: Yes, certainly.

A. Well, between Mr. Donk and I, we control it.

Mr. Crow: Q. Has your coal company had any special contracts for the delivery of coal at a rate that would be less than what it would cost to mine that coal, plus the freight, at the point on your line from which it has been shipped to St. Louis? A. No, sir, I don't think we have.

Q. I want to know. You know whether you have or not. You make those contracts. A. No, sir, we don't.

ALFRED J. DAVIDSON, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. Alfred J. Davidson.

Q. What is your official position? A. President of the St. Louis & San Francisco Railroad Company.

Q. You are also President of the Illinois & Missouri Bridge and Belt Railroad Company? A. Whatever the

proper incorporated name is. I am president of the Illinois & Missouri Belt and Railroad Company.

Q. When did you become President of that organization? A. At the annual April meeting of this year, I believe.

Q. 1906? A. Yes, sir.

Q. Do you know when the ten or eleven railroad companies that own that bridge, and the piece of railroad there, bought it? A. I can only state from recollection that negotiations were closed in the year 1904.

Q. What time of the year, 1904? A. I cannot state definitely.

Q. About the time the World's Fair was going on, was it? A. Just about that time, I believe, the organization was completed.

Q. You say the negotiations were closed at that time: when were they begun? A. I have no information regarding that.

Q. Were you present when the negotiations were closed? A. No, sir—I beg pardon, I was present when they incorporated.

Q. You mean when the Articles of Incorporation were signed? A. Yes, sir, when they were signed, and the organization was completed.

Q. Who else was present at that time, do you know? A. Mr. Ramsay, Mr. Winchell, Mr. Jeffrey, Mr. Clark, George Gould, and others that I do not recall at this time.

Q. Where did that meeting occur? A. In Mr. Ramsay's office.

Q. In St. Louis? A. In St. Louis. He was at that time President of the Wabash Railroad Company.

Q. Was the meeting called, or did you gentlemen assemble there, for the purpose of organizing that company? A. Yes, sir; the meeting was called.

Q. To complete the organization? A. Yes, sir, to complete the organization.

Q. The bridge had theretofore been purchased, or a contract made for its purchase? A. Closed, as I understand it. I had no part whatever in the negotiation.

Q. At that time were the contracts that had been made with the old Bridge Company submitted to you gentlemen? A. No, sir.

Q. Were there any contracts made with the old Bridge & Belt Railway Company? A. I don't know.

Q. Whom did these gentlemen you have mentioned represent, themselves individually, or some railroads. A. They represented the railroads owning a proprietary interest in the bridge.

Q. Do you know how much each one of these eleven roads put up of the amount of that purchase money? A. I do not.

Q. Did you have any occasion to investigate that? A. I did not.

Q. Do you know what the property cost the eleven roads? A. Well, I know in a general way the financial structure of the Bridge Company.

Q. What do you mean by that statement? A. In acquiring the Bridge Company they issued a certain amount of bonds for the stock of the new Bridge Company.

Q. This new company? A. Yes, sir, this new company. And there was also an authorized issue, sufficient to take up the underlying bonds of the old bridge company.

Q. Was the new issue of bonds all made an equal lien or were the bonds issued for the underlying mortgage made a prior lien upon the property acquired? A. They were merely reserved to take up the underlying bonds.

Q. They were all on an equality? A. Yes, sir.

Q. And made a first lien upon the property, so far as this new corporation was concerned? A. I cannot answer that from a legal standpoint.

Q. There was but one series of bonds? A. Yes, sir, I presume so.

Q. They were taken up? A. The outstanding bonds?

Q. Yes. A. I don't know that they have been.

Q. Do you know who held them? A. I do not.

Q. Were they acquired by these railroad companies? A. I don't know.

Q. Is there in the hands of the corporation of which you are President, a sufficient amount to take up the underlying bonds? A. Yes, sir.

Q. Have the underlying bonds matured? A. I cannot say when they mature.

Q. What official of your company would have any information about the details of the business? You are the President, and you say you have not: would the Treasurer, or the Secretary? A. The Secretary of the company might have some information regarding the stock-holdings of the different proprietary lines. And I think possibly the Treasurer of the company could give a little more definite information regarding the bonds themselves.

Q. Do you know, Mr. Davidson, whether or not there was a sufficient amount of bonds authorized and issued by the new corporation of which you became a member, to pay the purchase price of the property that was bought? A. There was an issue of bonds, that is, in the authorized issue of new bonds there was a certain amount paid or given for the stock of the old bridge company, and a certain amount reserved to take up the underlying bonds. The balance would be used for additions and improvements to the property.

Q. The bonds and stocks represented all there was to the property, in the way of the purchase price? A. Yes, sir, as I understand it.

Q. As I understand you, the new issue of bonds was exchanged on a certain basis for stock of the company, and

enough of the issue of bonds was reserved to take up the underlying lien? A. Yes, sir.

Q. You happen to remember what amount of stock was taken up by the bonds? A. Stock of the old bridge company?

Q. Yes. A. One million dollars, I believe.

Q. Do you remember, in a general way, the amount of the underlying lien or bonds? A. I think eight hundred thousand dollars.

Q. That would be $1,800,000? A. Yes, sir.

Q. Do you know who controlled that bridge when it was bought? A. Personally, I do not.

Q. You have no information upon that subject? A. I understood that certain St. Louis parties controlled it, but I have no personal information as to who were the real parties controlling the property.

Q. Did they control by ownership or lease? A. I don't know.

Q. Who were the parties that you understood controlled it? A. Mr. Edwards Whittaker was one of them. That is the only gentleman I have in mind.

Q. The railroad made a connection with the lines at Alton, two or three of them, and then with the Burlington, on the west side of the river? A. The Bridge Company?

Q. That is what I say. The bridge and the railroad simply had those connections? A. Yes, sir; they have connections with the Burlington on the west bank of the river, and with two or three lines on the east side.

Q. And that is all the track the Bridge and Railroad Company had? A. Yes, sir.

Q. And that is all the connections they had? A. Yes, sir.

Q. Have those connections been extended any? A. They have not been extended since I have been connected

with the company. There may have been some slight changes made, but no extension.

Q. No connection made with any other road? A. No, sir, none that did not already exist. There may have been some connections that have been out of use for some time, that were replaced.

Q. On the other side of the river? A. On the east side, on the Illinois side of the river.

Q. What is the name of the treasurer of that company? A. F. H. Hamilton.

Q. Where is he located? A. In the Frisco Building.

Q. Is he an official of the Frisco Railroad? A. Yes, sir.

Q. Do you know what amount of stock was issued to each road in this new corporation? A. I don't recall the exact amount; no, sir.

Q. Were they all in on an equality? A. Yes, sir, and an equal issue of stock was made to the eleven lines.

Q. As a matter of fact, according to the statement you have made, as I understand you, the eleven railroads did not put up any money for this property? A. I cannot say whether they did or not. I have stated my understanding of the negotiation.

Q. You were the President of the Frisco Railroad at the time? A. Yes, sir.

Q. And represented your road in the transaction? A. Yes, sir.

Q. You would have known it, if your road had put up any money, wouldn't you? A. The negotiation had been carried on for a year or more, prior to the time I became President of the companies, and I don't recall that there was any amount, outside of a little working fund, necessary to carry on the negotiations, paid in cash.

Q. Since you have been President of the Bridge Company, the Superintendent up there has practically run the property? A. He has been in charge of the operation of the property.

Q. That is what I mean, the operation. A. Yes, sir.

Q. Have reports been made to you, as President? A. Yes, sir; and to the various directors of the company.

Q. What official of your company has charge of these records and reports, the Secretary? A. Our Superintendent, who is also the accounting officer of the company, would have charge of the records of the company.

Q. The tracks of the system that you are President of, the Frisco, do not touch at any point the tracks of this property that was acquired? A. We have no physical connection with it at all; no, sir.

Q. And on the west side of the river, I believe you stated, the only physical connection was with the Burlington tracks? A. Yes, sir.

Q. And through the operation of the Katy trains over the Burlington, they would, in that way, have connection with the M. K. & T.? A. Yes, sir, that would give the M. K. & T. a connection with the Alton bridge.

Q. Do you know any other gentlemen here in St. Louis who were interested, beside Mr. Whittaker? A. I do not. And I am merely stating his name from hearsay. I was not associated with any of the parties to the negotiations in securing the bridge, and have no personal information whatever regarding it.

Q. You do not know when this bridge was erected? A. No, sir; I do not.

G. L. BALL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. G. L. Ball.

Q. What position do you occupy with this Illinois & Missouri Belt & Railroad Company? A. Secretary.

Q. When did you become Secretary? A. Last November, as I remember.

Q. Did you become Secretary prior to the time that Mr. Davidson became President? A. Yes, sir; a few months.

Q. Who was President of that corporation at the time you became Secretary? A. Mr. Davidson was the acting President and Vice-President.

Q. Did you hear Mr. Davidson testify concerning a meeting at which the organization of the new company occurred? A. I did not quite catch his testimony.

Q. Were you secretary of that corporation, prior to the time of the organization of the new company? A. No, sir.

Q. Were you present at the time Mr. Davidson, Mr. Ramsay, Mr. Gould, and these other gentlemen met in Mr. Ramsay's office here, and signed the papers and formerly organized the new company? A. I was not.

Q. You were not present? A. No, sir.

Q. Have you the records in your control that would show the transfer of that property from one corporation to the other, the stock, etc.? A. I have the minute book.

Q. Who has charge of the stock book? A. I have the stock certificate book.

Q. Do you know in what proportion these roads are interested in this property? A. There are eleven proprietary interests. As I recollect, 1870 shares of the stock have been issued.

Q. What is the par value? A. One hundred dollars.

Q. How many shares have been issued? A. 1870 shares have been issued.

Q. That would be divided by eleven, would it? A. 170 shares each.

Q. Each one has an equal amount? A. Yes, sir.

Q. Do you know the amount of bonded indebtedness on the property? A. I am not familiar with that.

Q. What official of your company would have record of that matter? A. The treasurer, Mr. Hamilton.

Q. With whom were the reports of the business filed, with you or with the treasurer—receipts, disbursements, etc.? A. With the treasurer.

Q. And that is Mr. Hamilton? A. Yes, sir.

Q. And he is in the Frisco Building? A. Yes, sir.

Q. Does your company hold any stock in that corporation? A. Yes, sir.

Q. The stock you speak of, stands in the name of these respective railway companies, or in the names of the officials of the companies, in trust for the railroads? A. Some of the stock is in the name of the railroad, and in other instances it stands in the name of the officials of the different lines.

Mr. Crow: I would like to have the minutes of that first meeting, when that company was organized.

Mr. Watts: He is your witness.

Q. Mr. Crow: Will you see Mr. Davidson, and ask if you can get that, or otherwise I will have to have a subpoena duces tecum issued? A. Yes, sir, I will do so.

S. M. LEDERER, a witness of lawful age, being duly produced, sworn and examined, testified, on behalf of the complainant, as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. S. M. Lederer.

Q. What is your business? A. I am President of the Pickel Stone Company.

Q. What business does that company carry on? A. Contracting business.

Q. Contracting in what line? A. Stone, masonry, granite.

Q. Do you do an extensive business? A. Quite so, yes.

Q. In what section of the country is your business carried on? A. Almost altogether in St. Louis and vicinity.

Q. Do you have any of your goods, inbound or outbound, that have to cross the river here at St. Louis? A. Pretty nearly all of it has to come across the river.

Q. From what quarry do you get your stone, principally? A. Bedford, Indiana, principally.

Q. On what railroad is that? A. On the Monon.

Q. Your product, then, comes from the East, nearly all of it? A. Granite and Bedford stone, nearly all from the East; not altogether, but largely.

Q. Have you experienced any difficulty in getting your goods across the river, after arrival at East St. Louis? A. Sometimes.

Q. What was the character of the difficulty? A. Well, we would be in a hurry for some cars, and they would not come in. We would try to find out where they were, locate them, and find out why they weren't delivered.

Q. And where would you find them? A. Take a map of the railroads, from our place over twenty miles east of St. Louis, and put a dot any place.

Q. Were those delays serious? That is, in point of time? A. Oh, sometimes, yes.

Q. Are you familiar with the handling of the coal product backward and forward across the river here, with reference to the time it takes? A. Yes, sir.

Q. Have you ever had nny trouble at your plant from that cause? A. Sometimes.

Q. What was the nature of that? A. We wouldn't get any coal, and sometimes had to shut down.

Q. Do you know why you couldn't get coal? A. They told us there was an embargo.

Q. What do you mean by that? A. They said there was an embargo. We are on the Missouri Pacific, and the Missouri Pacific wouldn't take the cars from the bridge, and

the bridge said there was an embargo on them, and they could not bring them over until the embargo was raised. The embargo was raised by the yards on the other side being crowded up, and when they brought the trains across the river, they couldn't take them, and they simply had to take them back on the other side.

Mr. Watts: Q. You mean the Missouri Pacific yards? A. Yes, sir.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. Your material is nearly all heavy material? A. Yes, sir.

Q. It is all heavy stuff? A. Yes, sir; altogether.

Q. And, of course, you want your deliveries made as conveniently as possible to the place where you want to use it? A. No, sir, all our deliveries are made on tracks at our own yards, our own tracks.

Q. Where are your yards? A. On the Missouri Pacific Railroad, on Kentucky Avenue.

Q. In this city? A. Yes, sir.

Q. You spoke of having difficulty sometimes in getting your stone, your granite from New Bedford, and you undertook to look that up, and you found the car was held sometimes on one track and sometimes on another? A. Yes, sometimes.

Q. It might be anywhere within twenty miles of the city? A. I have found them every place, Mr. Lehmann.

Q. Sometimes on the tracks of the Terminal, and sometimes on the tracks of the railroad that hauled them from New Bedford? A. Sometimes I have found them on the other side; found them on this side; found them on the bridge tracks, found them on the B. & O., on the other side; found them on the Frisco, and on the Missouri Pacific—and, as I have said, I don't know where I haven't found them.

Q. The embargo you spoke of, that meant that your coal

coming from the East Side Terminal Company would not handle the cars, because the Missouri Pacific, which would deliver to your yards, would not take them? A. That is what they told me. They said there was an embargo, and I wanted to find out what the embargo was. They told me they brought the trains over on this side for the Missouri Pacific, and the Missouri Pacific would not take them, and so they had to take them back to the other side.

Q. The Missouri Pacific would not take them because their yards were crowded? A. They wouldn't take them, that was all.

Q. From your observation, Mr. Lederer, as a man of experience in dealing with heavy shipments here, is there a lack of tracks in the city of St. Louis? A. Oh, unquestionably.

Q. Do you think that is plain and manifest? A. Yes, sir. I went to see Mr. Middleton of the Frisco about some shipments that were very important at the time, on account of work that was in a great hurry, and that were being held up. And I asked him, "What are we going to do? This sort of thing won't work here. We have stuff on the east side, and it takes longer to bring it from East St. Louis to our yard, than it does to bring it from Maine to Missouri." He said, "Build more bridges and more tracks."

Q. And we also want more room in the city of St. Louis? A. He said that was the reason. And I said to him, "In other words, you fellows are in the same fix as the fellow that tried to put a quart into a pint measure, that is all."

WM. J. BRACHVOGEL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. William J. Brachvogel.

Q. What is your business? A. Manager of the James Cunningham, Son & Co. Carriages and Hearses.

Q. Here in this city? A. Our home office is in Rochester, N. Y., and St. Louis is our southwestern repository.

Q. How long have you been in that business here? A. Since July, 1899.

Q. With this same firm? A. Yes, sir; been here in St. Louis since the fall of 1893.

Q. Do you manufacture in this city, or are they all made in Rochester? A. They are all made in Rochester, N. Y.

Q. And shipped here? A. Shipped here in car-load lots.

Q. They come across the river at St. Louis? A. Yes, sir.

Q. Have you experienced any difficulty in getting your goods across the river after they arrive in East St. Louis? A. Sometimes we have a great deal of difficulty?

Q. What is the nature of it, delay? A. Delay. The cars get in on the other side, and sometimes they get lost. Sometimes a car will come through in four or five days, and sometimes it takes two weeks.

Q. You mean it gets lost on the other side? A. Yes, sir.

Q. Have you in mind any specific instance of that kind? A. I have one shipment just at the present time that left Rochester on October 3rd, and we got the bill of lading on October 5th; two hearses were in the car, and we were in a hurry for them. I called up the Big Four last Saturday morning, and gave them the number of the car, and told them this car ought to be in about Monday morning, and we would like to have it over here as soon as possible, as we had parties coming from Kansas to see those hearses, one in particular. On Wednesday morning we called them up. The car arrived in East St. Louis, on the 10th, at 9:30 p. m. On the 12th we called up the Bridge, and asked about this, and they said it was delivered to the Bridge on the 12th, at 4:20 a. m. We called them up yesterday, and asked in reference to this car, and they said, "Your car is lined up for

the bridge, but the Terminal couldn't take it." This morning I called them up, and the car is now in the Terminal yard on this side of the river, but we won't get it until Monday.

ARMEN TRAXEL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name. A. Armen Traxel.

Q. What is your business? A. General hauling business, termed a transfer company.

Q. What is the name of your company? A. The Big Four Transfer Company.

Q. Where are you located? A. On 12th, between Carr and Biddle.

Q. How long have you been in that business? A. About four years.

Q. How many teams have you? A. We run from ten to fifteen.

Q. Do you have a stable out there on Twelfth and Carr? A. We have a stable and warehouse.

Q. What is the general character of the business you have been carrying on during the period of time you have been in business? A. Delivering merchandise from East St. Louis stations to merchants on this side.

Q. Do you haul anything the other way? A. We formerly hauled from St. Louis to East St. Louis until there was an order issued not to honor any charges for independent teamsters—that is, any one outside the St. Louis Transfer Company and the Columbia Transfer Company.

Q. Who issued the order? A. I don't know who issued the order, but it affected every road in East St. Louis. It certainly emanated from every one of the roads.

Q. On the east side railroads? A. Yes, sir.

Q. What was the effect of that on your business? A. The effect was a clean loss of about four thousand dollars a year.

Q. Why? A. We were deprived of that business by virtue of the fact that we could not get any compensation for it, and consequently do not handle it.

Q. You mean business from this side to the other? A. No, sir. We fee the St. Louis Transfer Company in a case of that kind, just to help them along a little bit.

Q. Has your business been affected from the other side of the river to St. Louis? A. About forty per cent.

Q. What is the cause of that? A. The cause is the discrimination of the railroads at East St. Louis, in giving the St. Louis Transfer Company and the Columbia Transfer Company a rebate of two cents, where we do not get it. Consequently, we either have to get out, or put ourselves in shape to handle a little of it and get out as soon as possible.

Q. What do you mean by giving two cents to the St. Louis Transfer Company, and the Columbia Transfer Company? You mean they pay the St. Louis Transfer Company and the Columbia Transfer Company two cents a hundred for goods they haul over here? A. Exactly, and they are enabled to go out and make a rate to merchants at two cents a hundred less than I can make it, and less than I can possibly handle it for.

Q. You mean the St. Louis and the Columbia companies? A. Yes, sir. It practically puts us out of business.

Q. Have you endeavored to get the railroad companies to offer you the same facilities? A. Indeed, I have. I have used every legitimate effort.

Q. Have they refused? A. They certainly have refused.

N. W. TAYLOR, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name. A. N. W. Taylor.

Q. What is your business? A. Railroading.

Q. What line? A. General Western Freight Agent of the Vandalia.

Q. That is the Pennsylvania system? A. Yes, sir.

Q. How long have you been in the railroad business in St. Louis? A. I have been with that road twenty-eight years.

Q. Here in St. Louis? A. Yes, sir; all that time.

Q. You were with the Vandalia here prior to the time the Pennsylvania acquired it? A. Yes, sir.

Q. You were in St. Louis, in the railroad business, in the same line you are in now, practically, before the Merchants Bridge was built, wasn't you? A. Yes, sir.

Q. And you were here in the same line of business, for the same road, when it was built and completed? A. Yes, sir.

Q. What has been your general line of duty as General Freight Agent in St. Louis for the Vandalia? A. When I was General Freight Agent, my duty was to look after the freight business of the road, from one point to another, coming from its connections, etc.

Q. Inbound and outbound, to and from St. Louis? A. Yes, sir.

Q. When did you cease to be General Freight Agent in St. Louis? A. A little over five years ago.

Q. Who succeeded you? A. W. H. Coleman.

Q. Is he still in that position? A. No sir, he is not in this country. He died two or three years ago.

Q. Who succeeded him? A. William Hodgden.

Q. Is he still in that position? A. Yes, sir.

Q. What are your duties as Western Agent? A. I look after business passing through here, more statistical, and things of that sort. I have nothing to do with rates, and have not had for the past five years.

Q. You were looking after the rates on the Vandalia when the Merchants' Bridge was erected? A. Yes, sir.

Q. When the Merchants' Bridge was erected, the Vandalia made arrangements to utilize that bridge to bring its trains in? A. To some extent. Not its trains, but certain cars it wanted to come to this side, when we had our freight house on this side of the river.

Q. When did you build that freight house? A. I could not give you the exact time.

Q. Just as near as you can recollect? A. Twelve or fourteen years ago, perhaps.

Q. After the completion of the Merchants' Bridge, wasn't it? A. Yes, sir.

Q. Where was that freight house built? A. At Second and Carr, some place up there.

Q. Do you know the size of that building? A. I can't tell you.

Q. It was a large building? A. Yes, sir; quite a large building. I think it extends through one block, north and south.

Q. And about how far east and west? A. Half, or perhaps not quite half a block.

Q. Did you have anything to do with the building of it? A. No, sir; I didn't have anything to do with it at all. That was before my time as General Freight Agent, the house was built.

Q. What position did you occupy then? A. Chief Clerk, and Assistant General Freight Agent.

Q. Who was General Freight Agent? A. Mr. Hebard.

Q. He is dead now? A. Yes, sir.

Q. Have you any idea of the approximate cost of that building? A. I haven't any idea.

Q. It was a costly building? A. Quite expensive.

Q. Did the Pennsylvania buy the ground, and erect that building? A. The Pennsylvania, I understand, bought the ground, and owned it, and erected the building.

Q. That building was subsequently closed? A. Yes, sir.

Q. And no more freight received for the Pennsylvania? A. Yes, sir. Immediately after the road went into the hands of a receiver.

Q. Immediately after, the Pennsylvania went into the hands of a receiver? A. The Vandalia went into the hands of a receiver.

Q. What time was that? A. I don't believe I can give you the exact date. Perhaps in 1895 or 1896, somewhere along there.

Q. And it was never opened afterwards by the Vandalia? A. No, sir.

Q. It is leased now by the Pennsylvania to what road? A. The Burlington.

Q. And they are using it? A. Yes, sir, in connection with the M. K. & T., they are using it, I think.

Q. The tracks of the Vandalia terminate at East St. Louis, don't they? A. Yes, sir.

Q. Were you in the employ of the road during the receivership? A. Yes, sir.

Q. You became General Freight Agent during that receivership? A. I was made General Freight Agent prior to the receivership.

Q. And you continued in your position through the receivership? A. Until 1902. The road went out of the hands of the receiver about two years ago.

Q. You went out three years before the receivership terminated? A. Yes, sir.

Q. While you were acting as General Freight Agent,

among other things you looked after was the coal traffic on your road into St. Louis, didn't you? A. Yes, sir.

Q. How far out are the coal mines on your road that send coal into St. Louis? A. They run from, perhaps, eleven and a half to fifty-two or fifty-three miles. The outside mine, however, has not done any business for some little time. They are all within twenty miles—no, not quite that—there is one mine open at Pocahontas, which is thirty miles. But the principal mines are within eighteen miles of St. Louis.

Q. Was there quite a tonnage from those mines? A. Yes, sir; quite a good deal.

Q. Have you any idea of that amount annually? A. No, sir, I haven't looked into that, or thought of it. It has been some little while since I have been out of the business.

Q. You went out in 1901? A. Yes, sir, in the fall of 1901.

Q. Prior to that time, did you attend the meetings of the St. Louis Coal Traffic Association, as the representative of your road? A. I attended the meetings of the Coal Traffic Association usually.

Q. When did you begin to attend those meetings, what year. A. I cannot say as to that.

Q. A good while back? A. Oh, yes.

Q. Eight or nine years? A. Well, not that long ago. I don't know that they had a traffic association, but the roads, of course, used to meet. There were three or four roads at that time, the B. & O. (Ohio & Mississippi, it was, at that time), the Vandalia, and the L. & N.

Q. When did you become General Freight Agent? A. In February, 1893.

Q. In 1897, 1898, and 1899, the Coal Traffic Association was going along? A. Yes, sir.

Q. And at that time, in 1898 and 1899, they met, and a memorandum of their proceedings was sent out to each

representative of each road that attended those meetings? A. Yes, sir—I don't know anything about the others, but I know we used to get them.

Q. When you did get them, they would contain a rate that had been agreed upon by those roads? A. No, sir, not agreed upon. I cannot say as to that. It might have been, with some little hold-back on the part of each and every road. But it was understood.

Q. That they were the rates? A. Yes, sir.

Q. And then those rates were published as the tariff rates of the roads individually; is that correct? A. I won't say as to that, whether it was or not. I believe it was, but am not positive as to whether the rates were published by each and every road.

Q. Isn't it true that in 1897, 1898, and 1899, whenever a sheet like the one I show you, which is headed "St. Louis Coal Traffic Bureau," was sent out, it had at the top "Agreed rates"? A. I wouldn't say as to that. I couldn't do it.

Q. You don't have any recollection of it? A. I don't have any recollection of that.

Q. It is not on the sheet I show you? A. It is not.

Q. You have no recollection of its being on the sheets you received at that time? A. I have no recollection of that.

Q. This sheet (indicating) was issued in 1906, and you have not been attending the meetings lately? A. Not for the last five years, at any rate, I have not been attending the meetings.

Q. What other traffic associations did you attend, as the representative of your road, while you were General Freight Agent? A. We had an association here called the East-bound Freight Association.

Q. And what other? A. I don't remember any other now. There may have been others.

Q. Was there a Louisville & Cincinnati Association? A. Yes, sir; that is a branch of the East-bound Freight Committee; Louisville, Cincinnati & St. Louis.

Q. And the East-bound Freight Committee is a branch of the Central Traffic Association? A. It is supposed to be.

Q. And wasn't there a St. Louis & Chicago Traffic Association, also, when you went to those meetings? A. No, sir, I don't think we were a member of that. I am not positive. We may have been for a short time. But we have been out of the Chicago business for a good many years. We did business sometimes with the Illinois Central, but no connection with them, and since that time have not been in the Chicago business, and consequently are not in that association.

Q. How many years did that depot stand idle on this side of the river? A. A very short time. I don't remember just exactly now. Perhaps a year, or maybe two years.

Q. Did your road do any business with the Wiggins Ferry Company, while you were connected with it? A. Nothing special. Perhaps an isolated shipment; but not through any special agreement, or anything of that kind.

Q. Your business all came over the two bridges? A. Yes, sir, and the ferry itself.

Q. Who ran that ferry? A. Mr. Grapevine, I believe, ran the ferry for the Iron Mountain Road.

Q. That is what is called the Ivory ferry? A. No, sir, that is another ferry. The Carondelet Ferry.

Q. The Carondelet Ferry? A. Yes, sir.

Q. Were they doing business with the Carondelet Ferry when you ceased to be General Freight Agent? A. To some extent; just about or prior to the time I ceased to be General Freight Agent, the road was taken in by the Terminal Association—that is, the road we did business over.

Q. Is that what was called the Conlogue Road? A. Yes, sir, the Conlogue Road.

Q. Prior to the time the Conlogue Road was absorbed by the Terminal Association, your road used to send freight that way a good deal? A. Quite a good deal of freight was sent that way to the South and Southwest.

Q. And for St. Louis, too? A. Only for Carondelet; very little for St. Louis proper.

Q. What was the character of that sent to Carondelet, coal traffic? A. Coal traffic.

Q. Going to those foundries down there? A. To some extent. But there was no especial routing on that. Whichever way we could get it through the most convenient to the consumers of the coal, we sent it.

Q. Why did you use the Conlogue Road, in preference to the bridges? A. We didn't use it in preference to the bridges, only as requested by the receivers of the freight.

Q. For through business you used it largely, didn't you? A. No, sir; I wouldn't say we used it largely. We did ship a good deal through that way.

Q. The shippers did not request that? A. We did that as a matter of convenience to ourselves. It was routed that way.

Q. If it was through business, your road routed it that way? A. Yes, sir; if there should happen to be a block here, or anything that looked like it, and we could get it through that way, we routed it that way.

Q. On the east side? A. Perhaps more on this side than the east side.

Q. Who owned the Conlogue Road? A. That was owned by the Pennsylvania Company.

Q. And at that time the Pennsylvania did not belong to the Terminal Association? A. No, sir.

Q. When the Conlogue Road was absorbed by the Terminal Association, that marked the period when the Pennsylvania entered the Terminal Association? A. That is my understanding.

Q. Do you remember what year that was? A. No, sir, I do not.

EDWARD HART, JR., a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Edward Hart, Jr.

Q. What is your business? A. Assistant General Freight Agent of the Baltimore & Ohio, Southwestern, in St. Louis.

Q. Representing that railroad, you attend the meetings of the East-bound Freight Committee, do you? A. Yes, sir.

Q. And also the St. Louis, Cincinnati & Louisville Committee? A. Yes, sir.

Q. And also the St. Louis Coal Traffic Bureau? A. Yes, sir.

Q. How long have you been attending those meetings, representing your company? A. Since January, 1902, I think it was, I came here.

Q. That is the time you first began to represent your road here? A. I was appointed General Freight Agent on the 1st of January, of that year.

Q. Your road is quite a heavy carrier of coal into this market? A. Yes, sir, we bring a good deal of coal in.

Q. Have you an idea of what the tonnage of coal into St. Louis, over your road, was last year—in a general way? A. It ranges from perhaps 35,000 tons to 75,000 or 80,000 tons a month. I should judge in the neighborhood of a half million tons in a year. Of course, I am speaking just generally. I can give you the exact figures, if you desire, but I haven't them with me.

Q. That is near enough. About what distance would

you say is the average the majority of that tonnage comes from on your road? A. From eighteen to forty miles, most of it. And some of it from a distance of sixty miles.

Q. The most of it is under forty miles? A. Yes, sir.

Q. What is the point out forty miles on your road which you would designate as the outer edge of the large product? A. It is a station called Breeze.

Q. Breeze, Illinois? A. Yes, sir.

Q. And from that into St. Louis the tonnage is heavier? A. Yes, sir. We have some coal coming in from Sandoval, Odin, and Salem. There are mines there, but they don't ship much.

Q. From Sandoval the output does not amount to much, does it? A. Unfortunately for us, no.

Q. Do you receive copies of the proceedings of the Coal Traffic Bureau of St. Louis? A. Yes, sir.

Q. And have been receiving them since you have been a member? A. Generally, I think so.

Q. Do you remember the cut in May, 1905, that was made by one of the roads on coal, from the Illinois coal fields into St. Louis? A. What do you call a cut?

Q. I mean a reduction in the rate? A. The rates were changed, I think, in 1905.

Q. What road made that change first? A. I don't remember.

Q. Wasn't it Mr. Degne, the General Freight Agent of the Southern? A. Who?

Q. Who is the General Freight Agent of the Southern road? A. The Southern has no General Freight Agent, but an Assistant Freight Agent.

Q. What is his name? A. Mr. Campbell.

Q. He is in St. Louis? A. Not that I know of.

Q. Has he an office in the Chemical Building? A. I believe so.

Q. You remember the rate was changed in May, 1905? A. The rate was changed several times.

Q. In May, 1905, it was changed down to as low as seven cents on some of the roads? A. I believe it got down to a dollar a car on some of the roads.

Q. That is less than I thought it was. You remember that period? A. Yes, sir.

Q. Did your road meet that cut? A. Not on the dollar proposition. I don't believe we got below twenty-five cents.

Q. Do you remember the time the rates were restored? A. I will have to ask you what you mean by restored?

Q. Put back to what they were before they were reduced. A. The rates have fluctuated, as I said before, on our road, from twenty-five to forty cents a ton. We have no standard rate. The maximum rate in Illinois is fixed by the Illinois State Warehouse Commission. We increase our rates from the market rates up to that of the Commission.

Q. To be specific, between the 22nd of May, 1905, and the 5th of June, 1905, was not the rate reduced on your road, and subsequently put back to what it was on the 22nd of May, 1905, by your road, and all the other coal-carrying roads? A. If I remember it, we continued to carry the twenty-five cent rate, which went into effect sometime that spring, April, or May, for the remainder of that year.

Q. Do I understand you to say that your road did not carry coal for less than twenty-five cents, from Breeze and other points? A. I think not.

Q. Did you issue any circulars in May or June, 1905? A. We issued a tariff.

Q. That is what I mean, a tariff circular? A. Yes, sir.

Q. And you sent copies of that to Mr. Frazer? A. Possibly. They were sent to everybody that was interested; all the coal operators and dealers that we were interested in doing business with, got copies, so that they would understand what our rates would be.

Q. Did I understand you to say that you got down lower than twenty-five cents? A. No, sir.

Q. I understood you to say you got lower than twenty-five cents, but not to the dollar a car? A. I said we got below forty cents, which had been our rate before that. Twenty-five cents was the lowest we went.

Q. When the rate was restored, after that reduction in May, what was it put back to, twenty-five, thirty, or thirty-five cents, on most of the roads? A. I don't know what the other roads did, except from their tariffs, but our rate remained twenty-five cents up to this year, when it was increased to forty cents.

Q. Did the other roads make a twenty-five cent rate, when the rate was restored? A. Some of their rates, I say, were as low as a dollar a car, during that early period, and then I think they all got a uniform rate of twenty-five cents, that being necessary to protect the various mines and operators on the different roads, who had to have equal rates.

Q. To refresh your memory, did you attend a meeting at Mr. Fraser's office, on May 29th, 1905, in the afternoon, at which this matter was taken up and discussed, and it was agreed that you would all restore the rates and maintain them? A. I have never attended a meeting of the Coal Traffic Association, where they agreed to any restoration of rates. We have discussed rates, and considered them, and after discussing them have decided individually what we wanted to do.

Q. And then, you would individually publish the rates announced at that meeting? A. Yes, sir, that the individuals had announced, and generally they were uniform, on account of the commercial interests that I have referred to.

Q. And that occurred at that meeting I have referred to? A. Probably, yes.

T. C. POWELL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name. A. T. C. Powell.

Q. What is your business? A. Fifth Vice-President of the Southern Railway Co.

Q. Who is the President of that road? A. Mr. Samuel Spencer.

Q. He lives in Washington, doesn't he? A. Yes, sir.

Q. How do you obtain access to East St. Louis, over the old tracks of the Louisville & Evansville line? A. You mean from the East?

Q. Yes. A. We now own the St. Louis, Evansville Consolidated.

Q. That was formerly the Air Line? A. That is the nick-name for it.

Q. What are your duties here, in connection with the Southern? A. I am in complete charge of it here.

Q. Both passenger and freight? A. Passenger, freight and operation.

Q. Representing your road, do you attend meetings of the East-bound Freight Committee? A. I don't think I have attended those meetings. We have an Assistant General Freight Agent, Mr. Campbell, who attends that particular association.

Q. Mr. R. A. Campbell? A. Yes, sir.

Q. He has an office in the Chemical Building? A. Yes, sir.

Q. When will he be back in the city? A. I don't know that. I have an appointment with him in New York for some time next week. I have not seen him for some time. He has been away, and I only got back yesterday.

Q. You office in the same building? A. Yes, sir.

Q. He is under you, is he? A. Yes, sir.

Q. You don't know where he is, now? A. No, sir.

Q. Have you any means of ascertaining when he will be back? A. He probably has gone out of the city to attend some meetings. He told me he was going to be very busy. I saw him in Washington when I was there this week.

Q. My question was, have you any means of ascertaining when he will be back? A. Oh, yes.

Q. Will you do that, and let me know? A. Yes, sir.

Q. Have you attended any of the meetings of the St. Louis Coal Traffic Association as the representative of your road? A. Quite a number.

Q. When did you begin that? A. I came to St. Louis, April 1st, 1905, and I attended quite a number after that date, but I don't remember just the first one.

Q. None prior to that date? A. None prior to that date.

Q. Do you remember the reduction in rates that was made by one of the coal-carrying roads, about that time? A. I remember reductions in rates were made about that time, but I don't remember the exact date.

Q. Did your road meet the reduction? A. I know we made some reductions. And we may have initiated some of them ourselves.

Q. Do you know what road it was that initiated that reduction? A. I don't recall at the moment.

Q. Do you remember the name of the freight agent who initiated it? A. If I knew the name of the freight agent I would know the name of the road.

Q. Wasn't it a man in the Fullerton Building, at that time? A. I don't know.

Q. What coal-carrying roads run to the Southeast here? A. The L. & N., the M. & O., the Southern, the B. & O., and the Big Four also handles some traffic to the Southeast;

and the St. Louis, Iron Mountain and Southern, and the Frisco.

Q. And the Chicago & Eastern Illinois? A. The Chicago and Eastern Illinois does not run from here to the Southeast.

Q. Has the Frisco a line from here to the Southeast? A. Yes.

Q. Into the coal fields? A. You didn't ask me that. You asked me what lines went from here to the Southeast.

Q. I mean Southeast into Illinois? A. No, sir, they have not.

Q. Were you present at a meeting of the Coal Traffic Bureau, when that rate, after it had been reduced last May, was restored? A. I will have to ask you the same question I heard the other witnesses ask, to find out what you mean by restoration. There is no fixed rate on coal.

Q. You say there is no fixed rate on coal; you mean any road can reduce its tariff if it desires? A. I mean there is no minimum or maximum rate on coal, except that fixed by the Illinois State Commission. When you speak of "restoration," you have in mind, I presume, a certain rate.

Q. When I speak of "restoration," I mean the rate that the various representatives of the various roads in the St. Louis Coal Traffic Bureau restored after reductions were made, beginning on the 22nd of May, 1905? A. For the last several years, the rates on coal from East St. Louis have varied. They have been up as high as sixty cents, if that is the maximum provided by the Illinois State Commission, and have been as low as a dollar a car on some of the roads. Subsequent to the reductions made in 1905, the Southern put in a rate of forty cents to East St. Louis, but that exact date I cannot recall.

Q. From what point? A. From mines in Illinois, Germantown, and West.

Q. You attended that meeting of the Coal Traffic Bureau

when that matter was discussed, on the 29th of May, 1905? A. I don't know the exact date, but I attended a great many meetings.

Q. When that identical question was up, at that time, you attended that meeting, didn't you? A. I expect I did.

Q. And the matter was discussed there, and the roads individually announced what rates they would put in force, and they did put into effect? A. I cannot say from memory that it was exactly on the 29th of May that was done, but that is the procedure usually at the meetings, to announce the rates.

Q. And publish the tariffs? A. Yes, sir.

Q. And that is what was done at that meeting, whether on the 29th or the 30th? A. That is what occurred, when the rate was announced, and the tariffs published. I forget the date.

Q. Wasn't it the Baltimore & Ohio Southwestern that cut that rate first? A. I couldn't tell you. Except when tariffs are provided it is difficult to tell which line first reduces the rate.

Q. Wasn't there a system in vogue in May, 1905, with this Coal Traffic Bureau, and Mr. Fraser, of his sending a notification of reduction in rates, that he received from the road reducing it, sending a copy to each member of the Assciation? A. Yes, sir.

Q. You got them, along with the others? A. Yes, sir.

Q. And you got the notification of that reduction, or otherwise you would not have known it? A. Otherwise I would have known it, but that was one way of my knowing it.

G. L. BALL, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Have you examined the records of the Illinois & Missouri River Bridge Company—whatever the name is—to

ascertain how many bonds were exchanged for stock, and how many have been reserved to pay the underlying indebtedness, and how many of the $2,500,000 bonds authorized yet remain in the possession of the Company? A. I have.

Q. Will you please give those figures? A. $790,000 of the bonds exchanged for the stock of the old company; and $800,000 reserved to take up the bonds of the old company; but there have been no exchanges made. That would leave of the $2,500,000, $910,000 in reserve, unissued.

Q. Have you anything in your possession that would disclose the fact, as to who carried on the negotiations, on the part of the old bridge company, that resulted in the sale of the property to the corporation of which you were Secretary? A. I judge not, unless the minutes would disclose it.

Q. Do you know whether or not they do? A. Off-hand, I do not. That was prior to my time as secretary of the company.

Q. Without regard to your minutes, have you any knowledge on that point, as to who conducted those negotiations for the old bridge company? A. No, sir; I have not.

Q. I believe Mr. Davidson said that Mr. Ramsay and some other gentlemen conducted it? A. For the Missouri & Illinois Bridge Company?

Q. That is the present corporation. But on the other side, I mean. A. I do not know.

Q. Will you examine and see, and let me know if they show anything—However, I do not suppose those minutes would show that fact. A. I will examine them, and let you know.

At this point, the further hearing of testimony in this case is adjourned until Monday morning, October 15th, 1906, at ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, Oct. 15, 1906.

Met pursuant to adjournment as above, on Monday, October 15, 1906, at ten o'clock a. m., in the Federal Building, in the City of St. Louis, Missouri.

Present: Hon. R. E. Rombauer, Special Commissioner, Messrs. E. C. Crow, Chester Krum and Chas. Nagel, appeared in behalf of the complainant; and Messrs. M. F. Watts, F. W. Lehmann and H. S. Priest, appeared in behalf of the defendants.

The following proceedings were had:

E. E. RAND, a witness of lawful age, being duly produced, sworn and examined on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. You are a member of the firm of Roberts, Johnson & Rand, wholesale dealers in boots and shoes, in this city? A. Yes, sir. But it is a corporation.

Q. What position do you hold in that Company? A. I am Secretary of the Company.

Q. Where does your corporation do business? In what parts of the country? A. The bulk of our business is done in the South, the Southeast and the Southwest, extending from the Atlantic to the Pacific coasts, in that particular section.

Q. What is the volume of your business a year? A. Our sales during the last fiscal year were a little over eight million dollars a year.

Q. Do you have occasion in your line of business to handle any of your products inbound and outbound across the Mississippi River at St. Louis? A. Yes, sir, a great deal of our product comes to us from the East.

Q. How are your goods handled, inbound and outbound,

across the river, by rail or wagon? A. Just at present the greater bulk of it is being handled by the Wabash Yard, on the St. Louis side. Formerly we handled by wagon absolutely, from East St. Louis. Now quite a good deal of it is coming by wagon, by Transfer Companies, across the bridge.

Q. How about the outbound shipments? A. Our outbound shipments are being delivered across the river.

Q. What is the reason for using wagons instead of the Terminal Association, or the Merchants' Bridge Railway tracks? A. We got into that on account of the delays we had had on our Terminal Railroad Association here. We have not for several years delivered any goods, to amount to anything, to the Terminal Railroad Association, in a great many instances sending our own teams and delivering our goods to the Transfer Companies, who would deliver them to the proper depots at East St. Louis.

Q. What effect, if any, did these delays have on your business in the Southeastern territory? A. It is a hard matter to answer, just to what the extent of the effect has been. We have had repeated complaints from our customers stating they could receive goods from Chicago quite a good deal earlier than they could from us, and for that reason we have been deprived of orders we might have gotten.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. Mr. Rand, how long has your Company been in existence? A. A little over eight years.

Q. It began entirely new, then, I believe? A. Yes, sir.

Q. Began, so to speak, with no trade at all? A. No, sir.

Q. And in that time, in the eight years, you have built up at the rate of about one million dollars a year? A. Yes, sir.

Q. So now you are doing a business, the gross of which is, substantially speaking, eight millions? A. Yes, sir.

Q. And that has been the development of the last eight years? A. Yes, sir.

Q. Do you deal mainly in carload or in broken lots? A. Our manufactured product is all in broken lots.

Q. You mean your out shipments? A. Yes, sir.

Q. Where do you deliver from, in making your out shipments? A. From Tenth and Washington Avenue.

Q. And your deliveries in the main have been from Tenth and Washington Avenue, to the various Railroad Companies on the East side of the river? A. Yes, sir.

Q. And where you delivered to the Companies on this side of the river, you delivered to the depots of those companies? A. To the Transfer Companies, their authorized agents, yes, sir.

Q. So far as the East side was concerned, you found it more convenient to make your deliveries to the companies on the east side? A. Yes, sir.

MARTHA S. ELLIOTT, a witness of lawful age, being duly produced, sworn and examined, in behalf of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Where are you employed now? A. The Willis Coal & Mining Company.

Q. In 1901 and 1902 you were with the Beck-Walker Coal Company? A. Yes, sir.

Q. What position did you occupy there? A. Car record clerk; stenographer, and the latter part of the time I was there I was bookkeeper.

Q. Did the company with whom you were working have any mines on what is known as the Big Four road? A. They operate the Paisley Mine at Paisley, Illinois.

Q. Is that on the Big Four road? A. Yes, sir, on the Big Four.

Q. I will get you to state whether or not in 1901 and 1902 that Company shipped coal into the City of St. Louis, at less than the published tariff rates, over the Big Four? A. They did.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. Do you know whether those shipments were by the Railroad Company to St. Louis or to East St. Louis? A. I cannot state just now, but the coal was mostly consumed by the Evens & Howard Fire Brick Company.

Q. Do you know where the rate was to? A. The rate was to East St. Louis, the Big Four road only.

W. T. LOUDON, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. CROW:

Q. How far back have you the published tariffs for the so-called Alton Bridge? A. The freight tariff is for 1899.

Q. Will you turn to the article of bituminous coal there and say what the tariff was for transferring across the river for the year 1899? A. On the tariff dated September 25, 1899, the rate is five-tenths of a cent per hundred.

Q. How much would that be a ton? A. Ten cents a ton.

Q. What is the date of the next tariff that was published? A. The next one is dated October 1, 1899.

Q. What was the rate then? A. Four-tenths of a cent per hundred.

Q. How much per ton would that be? A. Eight cents.

Q. That was effective until the next tariff was published? A. Yes, sir.

Q. When was that? A. The next one was published June 26, 1905.

Q. Was that after the purchase of the bridge by the present Company? A. Yes, sir.

Q. What is the rate on bituminous coal in that tariff? A. It is one and one-half cents per hundred.

Q. How much is that a ton? A. Thirty cents per ton.

Q. What is the next tariff? A. The next tariff is an amendment of that one and is dated January 10, 1906.

Q. What is the rate there? A. Twenty cents per ton.

Q. Is there any other amendment there? A. No other amendment. There is a new tariff, but the rate is the same, twenty cents a ton.

Q. That same rate is still effective? A. Yes, sir.

Q. Transportation from what point to what point did those rates cover? A. From Alton to West Alton.

Q. Over the tracks only of what Company is that? A. The Missouri & Illinois Bridge & Belt Company.

Q. In other words, it was the transfer across the river? A. Yes, sir.

Q. The records you have there, and from which you have been reading, are the official records from your office, are they not? A. Yes, sir.

Q. Will you let me take those and examine them. I will be responsible for getting them back to you? A. Yes, sir.

Q. Do you know the time the bridge went into the hands of a Receiver? A. January 16, 1897.

Mr. Priest: That Receiver was appointed by this Court; and the same Receiver was appointed by the Illinois court, as an ancillary proceeding.

Mr. Crow: Q. When did the receivership terminate? A. June 15, 1901.

V. W. FISHER recalled, a witness of lawful age, being duly produced, sworn and examined, on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. CROW:

Q. You are the General Passenger Agent of the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. I will ask you if your road sells tickets in connection with the Illinois Traction Company, to points in Illinois, Decatur, Springfield, and other points? A. No, sir.

Q. Are tickets sold by the Illinois Traction Company good over your road? A. I don't know which road the Illinois Traction Company is.

Q. It is the one that comes down by the Merchants' Bridge. A. You mean the Illinois Belt Line?

Q. It is an electric line. A. No, sir, we do not. That is the McKinley road.

Q. Here is the route it traverses (handing witness pamphlet). A. We do no business in connection with that line whatever.

Q. Trains that are operated in connection with that would be over the Merchants' Terminal, if any. Do you handle the business of the Merchants' Terminal? A. Yes, sir; I handle the business of the Merchants' Terminal, also. We do not run any trains in connection with the McKinley road.

Q. They do not sell any tickets over you road? A. No, sir, they do not. Passengers from their line get off at Granite City and take our trains; but they have to purchase tickets at Granite City.

Q. You have no tickets on sale that are good over that line to Decatur, Springfield, and those points? A. No, sir; we have not.

Q. And no arrangement with them by which they sell tickets over your line? A. No, sir, none whatever.

No other witnesses being present, by consent of counsel I adjourn the further taking of testimony herein until to-morrow, Tuesday, October 16, 1906, at ten o'clock in the forenoon.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 16, 1906.

Met pursuant to adjournment as above, on Tuesday, October 16, 1906, at half-past two o'clock in the afternoon of that day, in the Federal Building, in the City of St. Louis, Missouri, when the following proceedings were had:

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Chester Krum and Chas. Nagel, appearing in behalf of the complainant; and Messrs. M. F. Watts, F. Lehmann and H. S. Priest appearing in behalf of the defendant.

The following proceedings were had:

JOHN SCULLIN recalled, testified in behalf of the complainant, as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Scullin, referring to the sale of the Wiggins Ferry Company property, I will ask you to state if you remember who it was that you first opened the negotiations with, with reference to the sale of that property to the Rock Island Railroad Company? A. I think Mr. Leeds of the Rock Island Railroad Company was the first who spoke to me about it.

Q. And did he do that orally or in writing? A. Orally.

Q. Where was that? A. In the City of New York.

Q. What was the occasion of your visit to Mr. Leeds or his calling upon you in New York? A. I had been there negotiating the sale of the Colorado Road to them, and had sold them the Colorado Road.

Q. What road is that? A. It was known as the St. Louis, Kansas City & Colorado Road, from here to Kansas City, running out to Union.

Q. What is now known as the Rock Island Railroad from here to Kansas City? A. Yes, sir.

Q. Were the two objects considered at the same time? A. No, sir.

Q. Was the Colorado Road sold? A. Yes, sir, it was sold.

Q. To whom was it sold? A. Sold to the Rock Island people.

Q. How long was it after that, that this communication with reference to the Wiggins Ferry Company occurred? A. I think the first intimation was after Governor Francis and myself had agreed to sell them the Colorado road; Mr. Leeds took me to one side and asked me if I would make a price on the Wiggins Ferry Company stock; I said, "No, sir," I will not; I did not come here for that purpose; I came here to negotiate the sale of this road. I do not control the Wiggins Ferry Company stock. While this negotiation is on I do not care to discuss it." Nothing more was said about it until the negotiations were closed for the sale of the Colorado Road, and Governor Francis had left.

Q. Then did you take up the matter with him? A. Yes, sir.

Q. What was the result of that communication? A. The result was, that I agreed to sell them my holdings in the Wiggins Ferry Company for Five Hundred Dollars a share, and I agreed to recommend to all of the stockholders that they do likewise.

Q. And then you came here? A. Then I came home.

Q. And had you communicated with the Mercantile Trust Company about the matter? A. On Saturday, I think it was—or Thursday or Friday we closed up the sale of the Colorado Road—and they asked me to come back on Saturday, which I did; and while discussing it they wanted to know, or talked about how they would handle the deal, and asked me as to the responsibility of certain brokers in St. Louis, which I answered. They wanted somebody to handle the deal for them. I told them I would not have anything

more to do with it than to sell my stock. I went to my hotel, the Fifth Avenue, and I there received a telegram from Mr. Wade, asking me if I was likely to be in New York, that he was coming on to attend the Bankers' Convention, and wanted to know if I would be there on Monday or Tuesday. It occurred to me that Mr. Wade might answer their purpose. I called him up on the Long Distance telephone and asked him to be in New York on Monday morning. He came on Monday morning and asked me what I wanted. I told him I was not prepared to talk to him then, but there was a matter I wanted to talk to him about, but that if he would meet me at the American Trust Company at noon I might then be in a condition or position to talk to him. I did not get to the Trust Company at twelve o'clock, and when I did get there he was not there, so I came back again at one o'clock. In the meantime I said, "There is a man from St. Louis here, the President of a Trust Company there, and he is a responsible man." I told them his name. I said, "Maybe he would handle the deal for you." They did not answer; they said they would see about it, and they asked me to bring him around. I went to the Trust Company's about one o'clock and waited for Mr. Wade, and then I took him around there and introduced him to Mr. Lowe, their General Solicitor, and Mr. Mather—and I don't remember the names of all the people. They took him to one side, and I understood made an arrangement with him to carry on the deal for them.

A. C. HARRIS, a witness of lawful age, being duly produced, sworn and examined, in behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Where do you live? A. Alton, Illinois.

Q. What is your business? A. Manager of the Illinois Coal Company.

Q. How long have you been in that business? A. Five and one-half years.

Q. Where do you get your coal from? A. It comes from Hillsboro, Illinois, on the Big Four Road, and from Staunton, Illinois, on the Litchfield & Madison; and from Edwardsville, on the Illinois Terminal Road.

Q. At what point, if any, did your coal that you handle and ship into the State of Missouri, come across the Mississippi River? A. Cross the Mississippi River?

Q. Yes. A. You say where did it cross?

Q. Yes. A. At Alton.

Q. What was the rate across there, when you handled coal there? A. At the time we started in business in 1901, the rate was eight cents per ton.

Q. How long did you continue to send your coal over there? A. We continued up until June, 1905, at which time the rate went to thirty cents per ton.

Q. And then you ceased? A. Then we had to cease.

Q. How far from Alton is the farthest point where you get your coal? A. Hillsboro, is the farthest point, it is about forty-five miles.

Q. From Alton? A. Yes, sir.

Q. And how far is Hillsboro from St. Louis? A. About sixty-five miles.

Q. On the Big Four? A. Yes, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. What is the rate now, do you know? A. Twenty cents per ton.

Q. Are you shipping over that bridge now? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Shipping the same quantity? A. No, sir.

Q. Is it reduced? A. Very much.

L. C. HAYNES, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Where do you live? A. East St. Louis.

Q. How long have you lived there? A. Nearly five years.

Q. What business are you in? A. Operating a street railway system.

Q. What lines of street railways do you operate? A. The St. Louis & Suburban.

Q. Anything else? A. Oh, I have official charge of other lines.

Q. What other lines? A. The Alton, Granite City & St. Louis Traction Company.

Q. Where does that run? A. That runs from Alton to East St. Louis, through Granite City, Madison and that territory.

Q. What other lines have you charge of? A. I have charge of the St. Louis & Belleville Electric.

Q. Where does that run? A. That runs to the city limits of Belleville, between there and East St. Louis.

Q. Do those cars run across the bridge? A. The Belleville Electric are turned over to the Belt road at East St. Louis.

Q. The cars come from Belleville over those tracks to St. Louis, don't they? A. Yes, sir.

Q. They come over the Eads Bridge? A. They come over both bridges, I guess.

Q. Tickets are sold, aren't they? A. That line you speak of is solely freight; there is no passenger business done at all.

Q. Passenger tickets are sold from St. Louis to Belle-

ville, aren't they, over the line you operate? A. We have a commutation ticket of that kind which is sold.

Q. And vice versa, from Belleville to St. Louis? A. Yes, sir.

Q. Do all of those lines carry freight? A. There is only one of them that carries freight.

Q. That is the St. Louis and Belleville? A. Yes, sir.

Q. One of those roads you operate carries coal? A. Yes, sir.

Q. Which one is it—anyone beside the St. Louis & Belleville? A. The St. Louis & Belleville Electric runs from the city limits of Belleville to East St. Louis.

Q. You connect with the coal road up towards Edwardsville? A. No, sir, we bring in coal on another line, from what is called the Lebanon Division; that brings coal in from the O'Fallon District into the Belt Railroad.

Q. You have a line that runs from Lebanon to East St. Louis? A. Yes, sir, it runs to East St. Louis. It is a division.

Q. What is the name of the points on your road where you connect with this track that runs to the coal fields? A. The coal cars run over the same tracks that the passenger cars do.

Q. At what point is it that you connect with the track that runs out to the coal fields? A. You mean of our own road?

Q. Yes. A. It is a continuous road from East St. Louis. We run cars without transfer.

Q. Where do you leave your line that goes out from East St. Louis, to go up to Lebanon? A. We don't leave it at all. We put on a car that runs straight to Lebanon, without any change whatever.

Q. But there is a Division somewhere? Lebanon is not in the same direction as Belleville, is it? A. It is parallel

with it on the north. It branches off at Edgemont; is that what you mean?

Q. Yes. Where is that? A. About six miles from the river.

Q. At the foot of the hills? A. Yes, sir.

Q. The lines you represent are members of the St. Louis Coal Traffic Association? A. I think the St. Louis & Belleville Electric is, but I am not sure. I think it is.

Q. Who represents the St. Louis & Belleville Electric in that Association? A. Our General Freight Agent, Mr. Darrow.

Q. Where does he live, East St. Louis? A. Yes, sir.

Q. Did anybody solicit you to become a member of that Association? A. I cannot say; they did not solicit me.

Q. You don't know whether they solicited as a member of your corporation? A. I cannot say what they may have done with some one else.

Q. Did you ever attend any of those meetings? A. Never.

Q. If any attendance was had, it was by your freight man? A. I suppose so.

Q. You have no knowledge of that business of that Association? A. None whatever, except to get the reports.

Q. The reports of the proceedings? A. No, sir, not of the proceedings; I never saw any reports of the proceedings. What I saw is the reports of tonnage. They keep us posted on the coal tonnage that comes in.

Q. Where do you get it? A. It comes to me through Mr. Darrow.

Q. You don't know whether he gets reports of the proceedings or not, do you? A. No, sir, I do not.

Q. Did you have any conference with the people who are in charge of that Association, or Company last May, when the rates were down on coal from the Illinois Coal

Mines to East St. Louis? A. I don't know that I ever talked to a single member of that Association.

Q. Do you remember the fact that those rates were cut by your Company last May? A. I don't recollect. The rates were changed at different times. I don't know just the dates and periods.

Q. Since you have been in business there, five years, they have never been down to the point they were last May, have they? A. We never did get down as low as the others. I think the lowest rate we got to was fifteen cents. I think that is the lowest we took any business for.

Q. What is the farthest point out on your road that coal is hauled? A. Where do you mean? From the Belt Railway where we deliver at?

Q. From East St. Louis? A. About six, eight or ten miles, or something like that.

Q. What is the rate? A. Forty cents now. The same rate they have had for some time.

CROSS-EXAMINATION, BY MR. LEHMANN:

Q. You referred to a line doing some passenger business: That is the line from Belleville to St. Louis, going over the bridge? A. The only line that does both passenger and freight business is the line known as the Lebanon Division. That handles it from Edgemont, or, rather, French Village, out, handling passengers and freight both. The Belleville Division proper does not handle any freight.

Q. You spoke of it doing a passenger business from Belleville to St. Louis? A. Not the road that carries coal.

Q. But some road? A. Yes, sir.

Q. What is that road? A. The East St. Louis & Suburban.

Q. And on that road commutation tickets are sold, from Belleville to St. Louis? A. Yes, sir, both ways.

Q. And from St. Louis to Belleville? A. Yes, sir.

Q. And that is an electric street car line, isn't it? A. Yes, sir.

Q. Built originally from the outskirts of East St. Louis to Belleville? A. Yes, sir originally.

Q. And then connected up with the East St. Louis street railway system? A. Yes, sir, it comes in over their tracks.

Q. And then they made some arrangement to come over the bridge? A. The Belleville cars do not run over the bridge; not a through car; you have to transfer. There is simply a through ticket arrangement.

Q. A through ticket arrangement between Belleville and St. Louis Company and the Company that operates the street cars over the top or wagon way of the bridge? A. Yes, sir.

At this point, the further taking of testimony is by consent of counsel adjourned to to-morrow, Wednesday, October 16, 1906, at ten o'clock a. m.

R. E. Rombauer,
Special Commissioner.

Wednesday, October 17, 1906.

On Wednesday, October 17, 1906, counsel for the complainant made application to the Hon. G. A. Finkelnburg, Judge of the District Court, for an extension of time within which to take testimony for the complainant.

An order was thereupon made, extending the time for the taking of testimony for the complainant thirty days, which order is in the words and figures following, to-wit:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

The United States of America, *Complainant,*
vs.
Terminal Railroad Association of St. Louis, et al., *Defendants.*
No. 5250. In Equity.

Now at this day come the parties hereto by their respective solicitors, and on motion of said complainant, it is

Ordered that said complainant be and it is hereby granted thirty days from and after October 20th, 1906, in which to complete its *prima facie* proofs.

October 17th, 1906.

(Signed) G. A. Finkelnburg, *Judge.*

Counsel for the complainant then made application for a subpoena duces tecum, directed to Robert M. Fraser, which application is in words and figures following, to-wit:

In the Circuit Court of the United States, in and for the Eastern District of the Eastern District of Missouri.

The United States of America,
Complainant,
vs.
The Terminal Railroad Association of St. Louis, et al.,
Defendants.

To the Honorable Gustavus A. Finkelnburg, Judge of the said Court:

The complainant respectfully represents that it is informed and believes the fact to be that in the possession of Robert M. Fraser, a person resident within said Division of the said Judicial District, are the following books, papers, and records, to-wit:

Information circulars Nos. 1 to 8 inclusive, issued by the St. Louis Coal Traffic Association, which said circulars are respectively dated in the order of their issue.

All records of meetings of the St. Louis Coal Traffic Bureau and the St. Louis Coal Traffic Association, from the year 1897 up to and including the year 1905; and all circular letters issued to the members thereof relative to the proceedings and actions of said associations, between the dates January 1, 1897, and January 1, 1906.

All records of meetings of the Eastbound Freight Committee of St. Louis, held during the period from January 1, 1900, down to the month of October, 1905, inclusive.

All records of meetings held during said last named period by the St. Louis & Cincinnati Freight Committee of St. Louis.

Also all circular letters issued by said St. Louis & Cincinnati Freight Committee of St. Louis, or its officers or agents, from January 1st, 1900, to October, 1905, inclusive.

Also all records of meetings held during the said period last named, by the St. Louis & Belleville Freight Committee.

That the said books, papers and records, hereinbefore specified, are material, relevant and competent evidence in behalf of the complainant under the issues in said cause. And that it is necessary, under the issues, for the complainant to introduce the said evidence in its behalf.

The following named defendants are members of this Eastbound Freight Committee of St. Louis, the Coal Traffic Bureau, the St. Louis-Louisville-Cincinnati Freight Committee, St. Louis & Belleville Freight Committee:

The Baltimore, Ohio & Southwestern; Chicago & Alton; Chicago, Peoria & St. Louis Railway, of Illinois; Cleveland, Cincinnati, Chicago & St. Louis Railway; Illinois Central Railroad; Henderson & St. Louis Railway; Chicago & Eastern Illinois Railroad; The Vandalia Railroad; The Wabash Railroad; The Southern Railway (St. Louis-Louisville Line), and the Terminal Railroad Association of St. Louis.

Wherefore, the complainant prays that a subpœna may be ordered to be issued by Roderick E. Rombauer, Special Commissioner, to the said Robert M. Fraser, commanding him, at a date therein to be named, to appear before the said Special Commissioner, testimony to give in behalf of the complainant, and with him bring the said books, papers and records hereinbefore specified, to be produced for the purpose of being introduced in evidence by the complainant.

Solicitors for Complainant.

Counsel for the defendants objecting to the issuance of said subpoena, the Court made the following remarks:

Judge Finkelnburg: I think there is enough stated in this application to make it appear that the testimony may

be relevant or material. I do not think it is necessary that the Court should be satisfied beyond a doubt that it is material; but sufficient facts are stated to make it appear to the Court that it may be material; and I think for the purpose of issuing the writ in the first instance, that is sufficient.

The question of whether the evidence sought for is material may ultimately be tested in another way. But I don't think it is either customary or practical to have it heard on application, and have this Court decide if it is entirely relevant. That would require a hearing that would be protracted and impracticable. I do not recall any such case, where such a hearing was had, upon a writ.

The order may be entered.

Which order is in the words and figures following, to-wit:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

The United States of America, *Complainant,* vs. Terminal Railroad Association of St. Louis, et al., *Defendants.*	No. 5250. In Equity.

Now at this day come the parties hereto by their respective solicitors, and said complainant files and presents to the Court its application, duly verified by affidavit, for a subpoena duces tecum directed to one Robert M. Fraser and to be issued by the Clerk, and returnable before Roderick E. Rombauer, Esq., Special Commissioner herein; upon due consideration whereof, the Court doth

Order that said subpoena issue returnable Friday, October 19th, 1906.

October 17th, 1906.

(Signed) G. A. Finkelnburg, *Judge.*

United States of America,
Eastern District of Missouri. } ss.

The President of the United States of America, To Robert M. Fraser—Greeting:

You are Hereby Commanded to be and appear, without excuse or delay, before Roderick E. Rombauer, Special Commissioner of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, on the 19th day of October, A. D., 1906, at 10 o'clock a. m., at Room 310, Custom House Building, St. Louis, Mo., then and there to testify and the truth to say in a certain matter of controversy in said Court depending, between The United States of America, complainant, and The Terminal Railroad Association of St. Louis, et al., defendants, on the part of the said complainant.

And you are further commanded, that at the same time and place, you bring with you, and then and there produce in evidence on behalf of said complainant the following described books, papers and records, to-wit:

Information Circulars Nos. 1 to 8 inclusive, issued by the St. Louis Coal Traffic Association, which said circulars are respectively dated in the order of their issue. All records of meetings of the St. Louis Coal Traffic Bureau and the St. Louis Coal Traffic Association, from the year 1897 up to and including the year 1905, and all circular letters issued to the members thereof relative to the proceedings and actions of said associations, between the dates January 1, 1897 and January 1, 1906.

All records of meetings of the Eastbound Freight Committee of St. Louis, held during the period from January 1, 1900, down to the month of October, 1905, inclusive.

All records of meetings held during said last named period by the St. Louis and Cincinnati Freight Committee of St. Louis.

Also all circular letters issued by said St. Louis and Cincinnati Freight Committee of St. Louis, or its officers or agents, from January 1st, 1900, to October, 1905, inclusive.

Also all records of meetings held during the said period last named, by the St. Louis and Belleville Freight Committee.

Hereof fail not.

Witness, the Honorable Melville W. Fuller, Chief Justice of the Supreme Court, of the United States, this 17th day of October A. D. 1906.

Issued at office, in the City of St. Louis, under the seal of said Circuit Court, the day and year last aforesaid.

(Seal) (Signed) James R. Gray, Clerk.

United States of America,
Eastern Division of the Eastern } ss.
Judicial District of Missouri.

I certify that I executed this writ at the City of St. Louis in the above named District on the 18th day of October, 1906, by reading the same to and in the presence and hearing of the within named Robert M. Fraser.

(Signed) Wm. L. Morsey,

Fee, .56. U. S. Marshal, Eastern District of Missouri.

Endorsed as follows:

No. 5250.

United States Circuit Court, Eastern District of Missouri.
United States of America, Plaintiff,

vs.

Terminal R. R. Association of St. Louis, et al., Defendants.

Supœna Duces Tecum. Issued Oct. 17, 1906.

Filed October 18, 1906. James R. Gray, Clerk.

On Wednesday, October 17, 1906, the foregoing proceedings occurring before Judge G. A. Finkelnburg, Counsel for the complainant, stated they did not desire to proceed further with the taking of testimony, until after the hearing on the return to the application for a subpoena duces tecum for Robert M. Fraser, by consent of counsel for complainant and defendant, I adjourn the further hearing of testimony herein until Friday, October 19, 1906, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 19, 1906.

Met pursuant to adjournment as above, on Friday, October 19, 1906, at ten o'clock in the forenoon of that day, in the Court of Appeals Room in the Federal Building, in the City of St. Louis, Missouri.

Present: Hon. R. E. Rombauer, Special Commissioner; Messrs. E. C. Crow, Chester H. Krum and Chas. Nagel, appeared in behalf of the complainant; and Messrs. M. F. Watts, and H. S. Priest, appeared in behalf of the defendants.

The following proceedings were had:

ROBERT M. FRASER recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Have you the records and documents called for in the subpoena duces tecum, which was served upon you on the 18th day of October, 1906, being

Information Circulars Nos. 1 to 8, inclusive, issued by the St. Louis Coal Traffic Bureau, which said circulars are respectively dated in the order of their issue.

All records of meetings of the St. Louis Coal Traffic Bureau and the St. Louis Coal Traffic Association, from the

year 1897 up to and including the year 1905; and all circular letters issued to the members thereof, relative to the proceedings and actions of said Associations, between the dates January 1, 1897, and January 1, 1906.

All records of meetings of the East-bound Freight Committee of St. Louis, held during the period from January 1, 1900, down to the month of October, 1905, inclusive.

All records of meetings held during said last named period, by the St. Louis and Cincinnati Freight Committee of St. Louis.

Also all circular letters issued by said St. Louis and Cincinati Freight Committee of St. Louis, or its officers or agents, from January 1, 1900, to October, 1905, inclusive.

Also all records of meetings held during the said period last named, by the St. Louis and Belleville Freight Committee. A. Yes, sir, I have, to the best of my knowledge and belief, all of the papers called for, with the exception of the circular letters of the St. Louis, Cincinnati and Louisville Freight Committee for the years 1900 and 1901, up to January 16, 1902; that is, the two years' papers. We are unable to find them.

Q. Have you any idea where they are? A. No, sir, I cannot account for them, except that they have been lost or destroyed, when we moved in 1904.

Q. Where did you move from? A. We moved from the Union Station.

Q. Up to the Wainwright Building? A. Yes, sir, to the Wainwright Building. We made a thorough search and worked there last night up to quite late with the clerks, but we were unable to locate the papers for that period.

Q. Neither the records nor the circular letters? A. We have the proceedings.

Q. But you have not the letters? A. We have not the circular letters for those two years.

Q. Those circular letters were sent to the members of

the Associations? A. Yes, sir, whatever circular letters there were.

Q. Do you know whether or not they are usually kept on file by the members, for reference? A. That I cannot answer, but presumably.

Q. Will you produce what papers you have?

Mr. Kramer: Before the witness answers that question, Mr. Commissioner—

Mr. Krum: We object to counsel for the witness interposing or making any answer in behalf of the witness. He has no place here.

Mr. Kramer: We ask the privilege of advising—

The Commissioner: As a matter of course, he may file objections.

Mr. Krum: This is not the time or place. He does not represent any party to this suit.

Mr. Crow: Let the witness answer the question, or if there is a refusal let the matter be certified to the Court. Your Honor cannot pass upon this.

The Commissioner: I cannot pass upon the objection, but it is immaterial whether the objections are filed here or in the Circuit Court.

Mr. Crow: We have a right not to have our proceedings here interfered with.

Mr. Kramer: There is no disposition at all to interfere; we simply desire to state here that we advise the witness not to answer the question, and to give our reasons therefor.

Mr. Crow: The reasons are entirely immaterial.

The Commissioner: It is entirely immaterial whether the papers are filed here or not. I do not know if it is the regular course to file them here and certify to the Circuit Judge, or file them directly before the Circuit Judge.

Mr. Crow: I ask the witness to answer the question I propounded to him. I ask the Commissioner to direct him to do so.

The Commissioner: I will do so, and then Mr. Kramer may file his objections.

The Commissioner to the Witness: You have answered that you have those papers: Will you produce them? A. Under instructions of counsel, no, sir.

Q. Answer in your own way. A. I say, under instructions of counsel I answer, no.

Mr. Kramer: On behalf of the witness we desire to give the following reasons for not furnishing the evidence here: First—

Mr. Krum: We object to the receipt of these objections or reasons, or to their being entered in this record, or being made any part of it. They have no place here, whatever. The witness has said he will not produce the papers. That is the end of it. It makes no difference whether he is advised to do it or not.

Mr. Kramer: I understand that the Commissioner would certify it.

The Commissioner: Certainly.

Mr. Kramer: We object, first, because the St. Louis Coal Traffic Association, the St. Louis Coal Traffic Bureau, the East Bound Freight Committee of St. Louis, the St. Louis and Cincinnati Freight Committee of St. Louis, and the St. Louis & Belleville Freight Committee, all mentioned in said subpoena duces tecum, are not parties to said suit, or to the suit of the United States of America vs. the Terminal Railroad Association of St. Louis and others, in which suit said evidence is asked. And various Transportation Companies who are members of said Committees and Coal Traffic Associations, and Bureaus, are not parties to said suit; and the court has not a right to require the production of circulars, books and papers of said Associations and Bureaus as evidence in said cause; and, therefore, said subpoena duces tecum is illegal and void.

Second: Because the evidence called for in said sub-

poena duces tecum is wholly irrelevant, incompetent and improper evidence to the issues in said cause.

Third: Because the books, papers and documentary evidence called for in said subpoena duces tecum are the private books, papers and files of said Freight Commitees and Bureaus; and to require the production of said books, papers and files, under said subpoena duces tecum, as evidence in said cause, is in violation of the provisions of the fourth amendment to the Constitution of the United States, in this: that it is an unreasonable search and seizure of the books, papers and files of said Committees and Bureaus.

Fourth: Because said subpoena duces tecum issued out of the Circuit Court without an opportunity for this witness, or of any of these Committees and Bureaus, or their representatives, to present reasons why said subpoena duces tecum should not issue; and because this witness, on behalf of himself and on behalf of said Committees and Bureaus, desires to present a motion to said Circuit Court to quash said subpoena for the reasons hereinbefore stated.

The Commissioner thereupon orders that the foregoing be certified to the Circuit Court for the Eastern Division of the Eastern Judicial District of Missouri, in order to enable the Court to determine whether the Commissioner should compel the witness to produce said papers and testify in regard thereto.

R. E. Rombauer,
Special Commissioner.

At this point an adjournment was taken until Monday morning, October 22nd, 1906, at ten o'clock.

St. Louis, October 22nd, 1906.

Met pursuant to adjournment as above, on Monday, October 22nd, 1906, at ten o'clock a. m., in the Federal Building, in the City of St. Louis, Missouri.

The plaintiff not being able to proceed, owing to the fact that certain proceedings against R. M. Fraser, a witness for Plaintiff, are set for hearing this day before the Circuit Court of the United States for the Eastern Division of the Eastern District of Missouri, the further hearing of this case is adjourned until to-morrow morning, at ten o'clock a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 22nd, 1906.

On Monday afternoon, October 22nd, 1906, motion to quash the subpoena duces tecum issued to Robert M. Fraser, ordering him to produce certain papers, was argued before the Honorable Gustavus A. Finkelnburg.

Present: Hon. D. P. Dyer, E. C. Crow, Chester H. Krum and Charles Nagel, in behalf of the Government.

Messrs. M. F. Watts, F. W. Lehmann, and H. S. Priest, on behalf of the defendants.

Messrs. E. C. Kramer and John F. Lee, representing the witness, R. M. Fraser.

After hearing all the argument presented, the Court took the matter under consideration, and on Thursday morning, October 25th, 1906, rendered the following decision:

In the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri.

The United States, vs. Terminal Railroad Association of St. Louis, et al.,	Memorandum of Decision in the matter of R. M. Fraser. No. 5250.

FINKELNBURG, District Judge.

The matters now submitted to the Court arise in a suit

brought by the Government of the United States against the Terminal Railroad Association of St. Louis, the St. Louis Bridge Company, the Merchants' Bridge Company, the Wiggins Ferry Company, the Merchants' Terminal Railway Company, and fourteen trunk line railroad companies engaged in inter-state commerce, to and from the city of St. Louis, besides some other parties defendant unnecessary to mention for the purpose of this inquiry.

The bill of complaint is lengthy; it is largely historical. It recites the history of the St. Louis Bridge (commonly known as the Eads Bridge), the Merchants' Bridge, and the Wiggins Ferry, the three instrumentalities for transporting freight and passengers across the river at St. Louis, Mo., and it also gives the history of the various terminal railway companies on both sides of the river. After a great deal of detail the bill of complaint, in substance, culminates in the charge that the defendants, intending unlawfully to monopolize trade and commerce, and intending to restrain and suppress competition in inter-state commerce at St. Louis, Mo., and East St. Louis, Ill., effected an unlawful combination or consolidation of said bridges and ferries, and of the terminal railways leading up to the same, in the hands of the Terminal Railroad Association of St. Louis, and that said Terminal Railroad Association of St. Louis is in fact owned and controlled by the fourteen railroad companies who are made defendants in this case.

The bill then in effect charges that by reason of the facts set forth the fourteen railroad companies aforesaid through said Terminal Railroad Association, control all the means for transporting freight and passengers across the Mississippi River at St. Louis, Mo.; that they arbitrarily fix and exact unreasonable charges and tolls to be paid for freight and passengers to be hauled and transferred in inter-state business between Illinois and Missouri, and that all competition has been stifled and destroyed to the detriment of the

public, and in violation of the Act of Congress of July 2d, 1890, to protect trade and commerce, commonly known as the "Sherman Anti-Trust Act."

The bill finally charges that the properties aforesaid are so operated by the defendants as to constitute a monopoly in their employment and conduct of inter-state commerce between the States of Illinois and Missouri, and the various States of the United States and foreign countries, and so as to exclude from participation therein all carriers other than those named as parties to the alleged unlawful combination and conspiracy.

The answer of the defendants is also lengthy. It also goes over the history of these bridges and ferries and of the terminal railways leading to and from the same, and sets forth in detail the various transfer and traffic arrangements by which they have come under the single management of the Terminal Railroad Association of St. Louis; but defendants deny that the various steps by which this was done were unlawful, or that it was intended thereby to restrain inter-state commerce or stifle competition, or establish a monopoly, or that a monopoly was in fact created thereby. Defendants deny all the charges of unlawful combination, conspiracy or contracts or agreements to restrain or monopolize in any manner or to any extent inter-state trade or commerce, and they deny that they have established or exacted unreasonable or exorbitant rates, tolls or charges.

On the contrary defendants aver that the bringing together of all the former disjointed and diverse interests under the single management of the Terminal Railroad Association resulted in the better handling of traffic both freight and passenger, and that instead of restraining trade or commerce it fostered and promoted the same by affording greater and more expeditious facilities at lower charges.

I have stated the issues made by the pleadings only in a very general way, without any attempt at great accuracy,

and only in so far as they seem to me to bear on the question now before the Court.

It appears from the pleadings then that this case is one of public interest, not only to the people of St. Louis, but indirectly to the people of the United States generally, and the bill of complaint states that it is brought by the United States Attorney for the Eastern District of Missouri, under the direction of the Attorney-General of the United States.

When the issues were made up an examiner was appointed to take the testimony under the 67th Rule governing proceedings in equity, and the taking of this testimony has been in progress for several months, and is now in progress before such Examiner.

A few days ago the attorneys for the Government came and by an application in writing, showed to the Court that certain record books and papers of certain "traffic associations" and "freight committees" in this city were needed by the Government as evidence before the Examiner in this case. They asked for a subpoena duces tecum against one R. M. Fraser in whose possession these records and papers were alleged to be. The application was in the usual form and was verified. A subpoena duces tecum was thereupon issued for the production of these books and papers before the Examiner.

The associations whose records are called for are the following: The St. Louis Coal Traffic Bureau and the St. Louis Coal Traffic Association, the East Bound Freight Committee of St. Louis, the St. Louis & Cincinnati Freight Committee of St. Louis, and the St. Louis & Belleville Freight Committee.

Mr. Fraser, the person against whom the subpoena was directed, appeared before the Examiner, stated his official connection with these Associations and admitted having the books and papers called for in his possession, but refused to produce them, and he has filed a motion to vacate the sub-

poena for certain reasons in his motion set out and which will be presently referred to.

The attorneys for the Government, upon the other hand, have moved for and obtained an order on Mr. Fraser to show cause why he should not be committed for contempt of court, to which counsel for Mr. Fraser have filed a return setting up substantially the same matters which are made the ground for the motion to quash the subpoena.

Both these applications have been heard and are submitted together.

The first reason stated in the motion to quash is that the traffic associations and freight committees whose books and papers are called for are not parties to this suit, and that therefore this Court has no right to require their production. This ground for the motion was not much relied on in the argument, and clearly it involves a misconception of the powers of this Court. It is well settled that a court of equity has power to compel the production of books and papers in virtue of its inherent and general jurisdiction, and this power is not confined to the parties to the suit, but extends to third persons (U. S. vs. Babcock, 3 Dillon, 569; 3 Greenleaf on Evidence, Par. 305; Hale vs. Henkel, 201 U. S. 43, 73).

The second ground in the motion to quash is that the evidence called for in the subpoena "is wholly immaterial, irrelevant, incompetent and improper evidence to the issues in said cause." This objection deals with the materiality of the proposed evidence *when the books and papers are produced,* and it might be sufficient to say that is no excuse for not producing them at all. In other words, it is not for the witness to say: "I will not produce these records and papers because I believe, or I am advised, that they would not be material if I did produce them;" that would leave the determination of the whole matter with the witness himself, and the Court would be powerless.

Nor, it seems to me, can this question be properly decided in advance by this Court upon an application to produce these books and papers, but must ultimately be passed on at the hearing when the trial court has all the evidence before it, and the actual situation of the case with all its issues and bearings is made apparent to the Court so that it may act intelligently, and so that a refusal to admit the testimony may be excepted to and made part of the record in case of an appeal. (Edison Co. vs. Electric Co., 44 Fed. 296; U. S. vs. Babcock, 3 Dillon 569).

I cannot bring myself to agree with the contention of respondent's counsel, that it devolves upon the Government to satisfy this Court beyond any reasonable doubt that the books and papers called for in this subpoena are relevant and material. I think that for the present all that is required is that there should be shown to be a reasonable ground to believe that they may be relevant and material—not palpably foreign to the subject of inquiry—and I think a sufficient showing has been made in that direction.

The Government attorneys state to the Court that the books and papers called for are relevant and material evidence on behalf of the Government, and that it is necessary for the Government to introduce them in evidence. In the case of U. S. vs. Babcock, 3 Dillon, 566, the Court, under similar circumstances, said: "When the district attorney asserts that they are material papers, we must assume, for the present, that he is fully informed and that they are material."

The names of these traffic associations and freight committees indicate that they deal with the subject of transportation and freight rates at St. Louis, Mo., the identical subjects involved in the issues in this case. The oral testimony given by Mr. Fraser before the Examiner fully confirms this; their records and circular letters would therefore naturally appear to bear upon the issues in this case. It

was suggested in the oral argument by counsel for respondent, that these traffic associations operated only upon transportation from East St. Louis eastwardly; but the interlacing of transportation and rates between railroads and terminal facilities on the east and west side of the river at St. Louis, is such that this Court would not be justified in assuming that they are absolutely distinct for the purpose of this inquiry. The testimony of Mr. Fraser also shows this. Furthermore, it is alleged and not denied, that eleven out of the fourteen railroad companies which are defendants in this case are also members of these traffic associations or freight committees. I think these things taken together, are sufficient to raise a reasonable presumption of relevancy and materiality for the purposes of this motion.

The Croker-Bullock case in the 134th Federal Reporter, relied upon by counsel for respondent, was a case of legal privilege, claimed by the witness, and the case was decided upon that point. The case of Southern Ry. vs. North Carolina, 104 Fed., p. 700, was also a case of privilege claimed on the part of the witness. Nothing of the kind is claimed in the case at bar. Here there is no claim of legal or personal privilege, nor is it shown that the witness or those whom he represents will be prejudiced in any way by the production of these books and papers, so that it resolves itself into a simple question of relevancy and materiality raised by the witness in this case.

The third and last ground mentioned in the motion to quash is that the things called for are the private books and papers of these freight committees and bureaus, and to require their production would be in violation of the provisions of the Fourth Amendment to the Constitution of the United States in this: That it would be "an unreasonable search and seizure of the books, papers and files of said committees and bureaus."

Conceding that a subpoena duces tecum may under certain circumstances, be equivalent to a search and seizure, I can see nothing unreasonable in the issuance of this subpoena in this case. Considering the nature of the issues, their breadth and importance, the character of these traffic associations, their relation to the defendants and to the subject of this inquiry, I think there is nothing unreasonable in the number of the books called for or the description of what is wanted. Mr. Fraser admits that he has these books in his possession, in fact, he has brought them into court on the hearing of this motion, but declines to produce them before the Examiner for the purpose of testimony, though ordered to do so by a court of competent jurisdiction. The Fourth Amendment is no protection to him.

The subject of transportation has of recent years, become one of great public concern. Much legislation tending to control or regulate it has been enacted by both State and Federal governments. To a great extent the subject has become res publicae. I think the books and papers of these traffic associations called for in this subpoena ought to be produced, and that the private interests and convenience of those associations, if any, ought in a matter of this kind, to give way to the exigencies growing out of this suit. The motion to quash will therefore be overruled.

St. Louis, October 23rd, 1906.

Met, pursuant to adjournment, as above, on Tuesday, October 23rd, 1906, at ten o'clock, a. m., in the Federal Building, in the City of St. Louis, Mo.

The plaintiff not being able to proceed, owing to the fact that the proceedings against R. M. Fraser, a witness for plaintiff, have not yet been passed upon by the Honorable Gustavus A. Finkelnburg, the further hearing of this case

is adjourned until Thursday morning, October 25th, 1906, at ten o'clock, A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 25th, 1906.

Met, pursuant to adjournment as above, on Thursday morning, October 25th, 1906, at ten o'clock, a. m.

Present: Hon. R. E. Rombauer, Special Commissioner. Messrs. E. C. Crow, Chester H. Krum and Charles Nagel, appeared in behalf of the Government.

Messrs. M. F. Watts, H. S. Priest and F. W. Lehmann, appeared in behalf of the defendant.

In answer to the subpoena duces tecum Robert M. Fraser appeared with the papers called for:

The following proceedings were had:

ROBERT M. FRASER,

DIRECT EXAMINATION CONTINUED, BY MR. E. C. CROW:

Q. Mr. Fraser, have you the books and papers called for by the subpoena duces tecum? A. Yes, sir, with the exception of the papers that could not be found.

Q. What papers did you fail to find? A. It was circular letters for the years 1900 and 1901, of the St. Louis, Cincinnati & Louisville Freight Committee.

Q. Will you produce those papers? A. Yes, sir; that is, with the exception I have mentioned.

(Witness here produces package of papers).

Q. Now, Mr. Fraser, will you please segregate the papers of the Coal Traffic Bureau from the others? A. There are the Coal Traffic Bureau papers in that bunch (producing package of papers).

Q. How is it indicated?

The Commissioner: As you go along, state what papers they are, and they can be marked.

The package of papers referred to is marked Complainant's Exhibit Papers Produced by R. M. Fraser in response to Subpoena Duces Tecum.

Mr. Priest: We desire to enter objection to the production of these papers.

Mr. Krum: They are not offered yet.

The Commissioner: Do you want to enter an objection to his producing them?

Mr. Priest: I don't see how they can be made a part of this record by marking, without being introduced in evidence.

Mr. Krum: Of course not.

The Commissioner: I just want to mark them to see what they are, before they are introduced in evidence.

Mr. Priest: I don't see how the Commissioner can mark anything that is not put in evidence.

Mr. Krum: That is done simply to show that the witness has complied with the writ.

Mr. Priest: This witness has complied with the writ by producing the papers.

The Commissioner: As a matter of course, but we want to know what the papers are.

Mr. Priest: That is shown in the subpoena.

The Commissioner: But that does not show that the papers here produced are the papers called for by the subpoena, unless there is an identification.

The Witness: (Producing package of papers). This contains the records of meetings from January 1st, 1900, to October, 1905, inclusive, of the Belleville & St. Louis Traffic Bureau.

The papers referred to are marked Complainant's Exhibit

Papers produced by R. M. Fraser, in response to Subpoena Duces Tecum.

The Witness: (Producing package of papers). This contains the records of meetings January 1st, 1900, to October 1st, 1905, inclusive; and circular letters January 17, 1902, to October, 1905, inclusive.

Q. What is that, Mr. Fraser? A. Of the St. Louis, Cincinnati & Louisville Freight Committee. That bears a memorandum here "Unable to find circular letters Jan. 1st, 1900, to January 16, 1902."

The papers referred to are marked "Complainant's Exhibit Papers Produced by R. M. Fraser in response to Subpoena Duces Tecum.

The Witness: (Producing package of papers). This contains the record of meetings January 1st, 1900, to October, 1905, inclusive, of the St. Louis East-bound Freight Committee.

Q. Are there any circulars in there also? A. The memorandum does not say, and whether it called for circulars or not, I don't know. I suppose that everything is in there that was called for. According to my memorandum it is the records of meetings of the East-bound Freight Committee, from January, 1900, to October, 1905, inclusive. And here are the papers.

The papers referred to are marked Complainant's Exhibit Papers Produced by R. M. Fraser in response to Subpoena Duces Tecum.

Q. Now that is all you have produced in compliance with the subpoena, and that complies with the subpoena, so far as you are able to do so? A. Yes, sir, as far as my understanding.

Q. Now, will you take the St. Louis Coal Traffic records there, and untie them, please. I want to make an offer of them.

(Witness does so).

Q. You only have eight of those circulars here? A. That is all, sir. All that was called for, and all that has been issued.

Q. Did not the subpoena call for Information Circulars from the year 1897? Look at your memorandum. A. (Reading from memorandum.) St. Louis Coal Traffic Bureau Information Circulars Nos. 1 to 8 inclusive.

Q. Yes, I know that. A. It is so specified. And records of meetings from 1897 to 1905, inclusive. And circular letters January 1st, 1897, to January 1st, 1906, inclusive.

Q. I hand you now a paper, and will ask you to state what it is. I will first hand it to Counsel for the Defendants for examination.

(Counsel for Defendants here examine the paper referred to).

At this point, by agreement of counsel, in order to facilitate the further hearing, and to give counsel on both sides time to examine the papers produced by Mr. R. M. Fraser, the further hearing of testimony in this case was adjourned until Tuesday morning, October 30th, 1906, at ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, October 30th, 1906.

Met, pursuant to adjournment as above, on Tuesday morning, October 30th, 1906, at ten o'clock, a. m., in the Federal Building, in the City of St. Louis, Missouri.

Counsel desiring further time in which to examine the papers produced by R. M. Fraser, the further hearing of this case is adjourned, by consent, until Friday morning, November 2nd, 1906.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 2nd, 1906.

Met pursuant to adjournment as above, on Friday morning, November 2nd, 1906, at ten o'clock, a. m., in the Federal Building, in the City of St. Louis, Mo.

Counsel desiring further time in which to examine the papers produced by R. M. Fraser, the further hearing of this case is adjourned, by consent, until Monday morning, November 5th, 1906, then to be resumed in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo., at ten o'clock a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 5th, 1906.

Met, pursuant to adjournment as above, on Monday morning, November 5th, 1906, at ten o'clock, a. m., at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Counsel desiring further time in which to examine the papers produced by R. M. Fraser, the further hearing of this case is adjourned, by consent, until Monday morning, November 12th, 1906, then to be resumed, at the same place, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 12th, 1906.

Met, pursuant to ajournment as above, on Monday morning, November 12th, 1906, at ten o'clock, a. m., at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Counsel desiring further time in which to examine the papers produced by R. M. Fraser, the further hearing of

this case is adjourned, by consent, until Monday morning, November 19th, 1906, then to be resumed, at the same place, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 19th, 1906.

Met, pursuant to adjournment as above, on Monday morning, November 19th, 1906, at ten o'clock a. m., at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum, appeared on behalf of the plaintiff.

Mr. M. F. Watts appeared on behalf of the defendants.

The following proceedings were had:

It was agreed by and between counsel that the time allowed to plaintiff for taking testimony be extended thirty days, by consent.

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, dated February 18, 1897, showing that there were present at said meeting: Wm. E. Guy, President St. L. P. & N. R. R.; W. D. Holliday, A. G. F. A., Big Four; P. W. Coyle, A. G. F. A., Wabash; Geo. F. Randolph, Traffic Manager, B. & O. S. W. R. R.; W. W. Peabody, Jr., Coal Traffic Manager, B. & O. S. W. R. R.; W. S. McChesney, Jr., Supt. Terminals L. & N. R. R.; C. D. Morris, Chief Clerk Freight Dep't, L. E. & St. L. Road; M. W. Taylor, G. F. A., Vandalia Line; C. F. Parker, General Agent, I. C.; Geo. E. Lery, A. G. F. A., I. C.; W. J. Scott, Chief Clerk, Freight Dep't, T. St. L. & K. C. R. R. There was also present, on invitation of Chairman, as shown by the record of this meeting, Messrs. Scullin, Sands and Bryan, of the Terminal companies.

The meeting was called to order by the Secretary, and Mr. Guy was elected Chairman, Mr. Ramsay regular Chairman being absent.

All lines were represented except the M. & O. Owing to the absence of Mr. Poe, of the M. & O., the question was raised as to whether a unanimous vote to change rates was required, and the Chairman suggested that the original agreement had better be examined, and the Secretary read the same, as follows:

"Third: It is a fundamental principle of this agreement that the rates on all coal transportation between the points covered by this contract should be at all times reasonable, and that the Association ought to make, from time to time, such changes therein as justice may require; and in order to prevent all unjust discrimination among shippers, and all unlawful deviations from schedule rates, it is hereby agreed that except as hereinafter provided, no action shall be taken by officers, agents, employees or representatives of any party or parties hereto, which will directly or indirectly reduce or affect the rates or revenues herein fixed for transportation of said coal, or which may directly or indirectly affect such rates or revenues as may hereafter be fixed upon said traffic by the unanimous action of the Association at any future meeting thereof. That is to say, unless the rates herein provided for shall be adjudged unreasonable, the same shall not be directly or indirectly reduced or changed by the officers, agents, employees or representatives of any party hereto, except by the unanimous consent of all parties to this agreement; but all other questions relating to the business of the Association shall be settled by majority vote of the parties."

Mr. Guy, Chairman, then stated he had a communication from the Bituminous Coal Company, which he desired read, and asked Mr. McChesney to take the chair. The letter was addressed to the Chairman and Members of the

St. Louis Coal Traffic Association. This communication was signed by A. J. Morshead and E. C. Donk, and represented that the coal operators who had contracted to pay the forty-five cent rate for coal being shipped to St. Louis are unable to meet the low rates made by the Bluff Line and the C. P. & St. L., of thirty-five cents per ton, and sometimes less; and stated that Springfield coal was offered as low as ninety cents at East St. Louis, and was being furnished on trial to South St. Louis Electrical Railway, based on that figure; thus forcing the complaining companies to sell nut coal for sixty-five cents per ton, for which eighty cents must be paid by guaranteeing companies; and also that within sixty days preceding the letter a new mine at Litchfield had been shipping to the St. Louis market over the C. P. & St. L. Line at less than 35 cents per ton; making a total of six mines sending their products here that had not furnished a single ton prior to raising the rates to forty-five cents. The letter closed by asking reduction to thirty-five cents.

Mr. Guy then stated that, although the C. & P. line was a member of the Association, said road had declined to maintain the rates, and that the operators shipping over the Bluff Line had come in over the Alton Bridge and Burlington road, with a rate of sixty-five cents, as against seventy-five cents which operators of eastern lines had been obliged to pay; and that coal had been sold all winter through the northern part of St. Louis at twelve and one-half cents lower than operators from associated lines could offer.

This situation also threatened danger to the business of the old transfer companies, and hence the representatives of the Bridge and Transfer Companies were requested to be present for conference.

Mr. Guy stated that it was proposed once before that the railroads should make some reduction, in which the coal companies and old transfer companies would join. He

stated that the Burlington road was making a rate from Alton over the Mississippi Bridge at that point, and over thirty-three miles of track into the city, of thirty-five cents, and this made the rate of thirty cents for bridge or ferry alone seem much too high. And while Mr. Guy felt friendly to both the Bridge and Ferry Company, and personally to their representatives, he himself thought that the rate for the bridge and ferry was higher in proportion to other things than it ought to be.

Mr. Guy stated that coal was one of the lowest priced commodities, and yet the cars which our company owns, and new cars of other companies, which come over the bridge, are thirty-ton cars, and are charged $9.00 per car. This is over twice the price per car of all other commodities; and there are very few commodities that are lower priced than coal.

That in addition to this appeal from the old and large coal operators, and the reduction which would probably be made on their part, and that of the railroad companies, Mr. Guy stated that there was a popular demand which, unreasonable as it may be to many things and in many ways, is not so unreasonable in regard to coal, for the reasons just stated. Mr. Guy said it should be recollected that the present rate of thirty cents per ton across the bridge and ferry was adopted years ago, when the maximum capacity of a car was placed at 24,000 lbs., or twelve tons; but comparatively few of these cars are left now, and the new cars are almost all thirty-ton cars. For instance, he said that out of 800 cars of his road—and his road, he said, was one of the largest shippers across the bridge—they had none under 50,000 or 25 tons, and only 200 of these—the balance, 600, being all 30 ton cars.

Mr. Guy stated it was easy for the bridge and ferry companies to say whether they would be willing to join with the coal companies and railroad companies in making some

reduction to meet this new objection, and also to meet the not unreasonable popular demand.

Mr. Guy further stated that he understood that recently one of the largest contracts out of the Bonne Terre territory had been placed with the Burlington Railroad. Mr. Bryan of the Terminal Company stated he understood that if the railroad rate was thirty-five cents the Springfield coal could not compete. The Secretary stated that the proportional rate to Alton for Missouri points from Springfield was thirty cents, and the Burlington made the rate from Alton thirty-five cents, thus making a sixty-five cent through rate. The Secretary stated that there had been about 250 cars of this coal come in since October; that would be a matter of three cars a day.

Mr. Bryan stated that he had recently seen a statement compiled by Mr. Ramsay showing that in one instance, at least, the Terminal Company took coal from the East Side and handled at thirteen miles, and he said to the coal-carrying roads that some of their coal mines are not more than that far from East St. Louis. Mr. Guy answered him and said that the bridge got all the business of the sixteen roads, and that the twenty cent rate over the bridge would mean more than the thirty-five cent rate for the haul of the coal to the railroads. Mr. Sands, for the Wiggins Ferry Company, stated that the St. Louis Transfer Company and the Wiggins Ferry Company together had put nearly $600,000 into seven miles of road; he stated that hey could take a little less rate, perhaps, and still make expenses, but they did not like to cut their revenue unless it was absolutely necessary.

Mr. Randolph was then asked as to why he wanted the meeting called to consider this question, and he said the roads were confronted with the proposition from certain people to build a railroad from St. Louis to O'Fallon, or rather to East St. Louis, and that the proposition came from the Consolidated Coal Company, as a coal company.

After discussion, the following resolution was offered: "Resolved: That the minimum rate of thirty-five cents per ton on coal East St. Louis be re-established as soon as necessary notice can be issued by the Secretary; rates from points taking higher than minimum rate to be reduced accordingly."

Meeting adjourned on February 24th.

Above exhibit, consisting of pages 1 to 26 inclusive, is marked "Plaintiff's Exhibit Fraser No. 1."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held on April 16th, 1897.

The record show that the meeting was called at the request of Mr. W. W. Peabody, Coal Traffic Manager of the B. & O. S. W. Railway, who desired information as to intentions of lines with respect to balances.

The record of meeting showed that coal had been coming to St. Louis from off the line of the J. & St. L. Railway, and via the C. P. & St. L. Railway; and as the J. & St. L. Railway was not a member of the Association, the Wabash, who had agreed to have credited to it the C. P. & St. L. coal in adjustment of balances, refused to be responsible for coal coming by the J. & St. L., because the latter road was not a member of this Association; and the Joint Agent was instructed to report coal from off the line of the J. & St. L. transported to St. Louis via the C. P. & St. L. separate from coal mined on the line of the C. P. & St. L.; and no part of the coal off the line of the J. & St. L. should be charged to the proportion of the C. P. & St. L. in the adjustment of balances. The meeting then adjourned.

The above exhibit is marked "Plaintiff's Exhibit Fraser No. 2."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held on May 25th, 1897.

Mr. Ramsay acted as Chairman, and stated that the meet-

ing had been called by the Executive Committee to consider the coal traffic situation in general, and if possible to arrive at some understanding and bring about a more satisfactory condition of affairs with respect to coal rates. The roads all stated that they were willing to agree to maintain the rates. Inquiry was then made as to whether any roads had contracts at less than the rate. The meeting, after discussing the coal situation, finally passed the following resolution:

"Resolved: That this meeting now adjourn until Tuesday, June 1st, at 10:30 a. m., and that the consideration of the pending resolution be postponed until that date, and each member be furnished a copy of the same, and that all lines here represented pledge themselves to maintain absolutely the present tariff rates of this Association, and make no contracts for the future delivery of coal at less than the said agreed tariff rates."

Meeting then adjourned.

Above exhibit, consisting of pages 1 to 5 inclusive, is marked "Plaintiff's Exhibit Fraser No. 3."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held on June 2nd, 1897. The matter of percentages was discused, and, the question arising as to whether or not the agreement of July 21st, 1896, was still in force, the Chair said:

"It is the ruling of the Chair that the agreements of July 21st, 1896, are still in full force and effect, and are binding on all lines, and that no line is at liberty to act independent of either."

Finally the following resolution was passed: "Resolved: That the minimum rate on coal to East St. Louis be reduced to twenty-five cents per ton of 2,000 lbs.; and be it further resolved that the agreed differentials applying to distant territories, be reduced accordingly; except that the rate

from Sandoval, Odin and Salem may be made seven and one-half per cent higher than the minimum rate. Be it further resolved that this rate applies on all coal, railroad coal as well as commercial coal. Be it further resolved, that these rates become effective as soon as Association tariff can be issued by the Joint Agent."

The resolution was unanimously adopted, and the twenty-five cent rate became the Association rate, hereafter.

Above exhibit, is marked "Plaintiff's Exhibit Fraser No. 4."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held July 16th, 1897, being record of quarterly meeting.

The question being considered as to whether or not tonnage agreement for division of coal business was binding after the 31st of July, 1897, the Chairman ruled it was not, but said that the other agreement, providing for maintenance of Coal Traffic Association and for uniform rates was still in effect and binding upon all the members.

The question of contracts was then taken up, and after full discussion the following resolution was adopted:

"Resolved: That no contract should be protected at the twenty-five cent rate for a longer period of time than one year from August 1st, 1897; that is to say, all contracts which are to be protected at a twenty-five cent rate must not extend beyond August 1, 1898. No line should, without consent of the Association, undertake the protection of any contract for a longer period of time than one year, for a less rate than thirty-five cents per ton. This ruling is not intended to abridge the right of any line to protect contracts at the twenty-five cent rate; it is intended only to prevent their protection after August 1st, 1898, at that rate."

Meeting then adjourned.

Above exhibit, being pages 1 to 3 inclusive, is marked "Plaintiff's Exhibit Fraser No. 5."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held August 25th, 1897, showing that the meeting had been called at the request of the Illinois Central Railway, with the view to restore the thirty-five cent rate on coal to East St. Louis; and that the representative of the I. C. had requested a vote by letter or wire on the proposition to restore said rate; and having failed of unanimous consent—the Big Four and Wabash declining to vote, and the B. & O. S. W. having voted in the negative—the I. C. thought necessary to consider the question at a meeting of the Association.

The following letter from Mr. Parker was read:

"St. Louis, Aug. 17, 1897.

Mr. E. M. Ward, Joint Agent.

Dear Sir: Upon receipt of this communication, will you please take up by wire with the various companies, members of this Association, and ask if it is agreeable that the minimum rate should be advanced to thirty-five cents, to take effect upon Thursday, the 19th, with corresponding advances in the various differentials. I am advised that the M. & O. have taken independent action, and will advance their rates to the figures above, beginning to-morrow, Wednesday, the 18th. I think it advisable, therefore, if it can be done, to get hold of the Association on this question, and have an advance on all the lines. I presume you can get a wire vote. Answer as soon as you can do so, and oblige,

C. F. Parker, G. F. A."

The meeting finally decided that it was desirable to have an advance to thirty-five cents, but so long as there were open contracts held by some of the coal producers on Association lines, at twenty-five cents and less, that the rate could not be advanced until those contracts had expired.

The Illinois Central then made application to have time

for expiration of contracts extended, and this was refused by vote of the Association.

Meeting then adjourned.

Above exhibit, consisting of pages 1 to 4 inclusive, is marked "Plaintiff's Exhibit Fraser No. 6."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Association, held September 29th, 1897.

The record shows the Joint Agent stated that this was a quarterly meeting, but was called two weeks earlier to give the lines an opportunity to restore rate, if they thought advisable to do so, on October 1st; as the coal strike was over and the coal market short 200,000 tons of coal on account of this strike, which shortage will be restored in about two months; and about 1,000,000 tons of uncontracted coal would move, and it would be a good time to restore the rate on free or uncontracted coal during the fall and winter months.

The Chairman, Mr. Ramsay, stated that he did not see how the rate could be restored, on account of the large number of contracts which had been taken on a twenty-five cent rate, extending to the following year; and that as all bona fide contracts must be protected, restoration would not restore.

The lines finally decided that the rates could not be restored at the present time. Then each line was asked if it had departed in any manner from the rule limiting contracts on the twenty-five cent basis to August 1st, 1898, and they all answered that they had not.

After further discussion, the following resolution was adopted: "Resolved: That on and after August 1st, 1898, the minimum rate on all coal shall be thirty-five cents per ton, with the agreed differentials applying from distant territories; and further resolved that no contracts shall be taken at the twenty-five cent basis of rates to extend beyond

August 1st, 1898; and for the balance of the contract year no contract shall be protected at less than 35 cent basis of rates; and further resolved that no contract shall be taken covering a period of more than one year."

On motion, the meeting then adjourned. Record signed by Joseph Ramsay, Chairman, and E. M. Ward, Joint Agent.

Above exhibit, consisting of pages 1 to 3 inclusive, is marked "Plaintiff's Exhibit Fraser No. 7."

Plaintiff offers in evidence record of regular quarterly meeting of the St. Louis Coal Traffic Association, held April 8th, 1898, at which the following roads were represented: L. E. & St. L. R. R.; B. & O. S. W. R. R.; Wabash R. R.; L. & N. R. R.; Big Four R. R.; Vandalia R. R.; Illinois Central R. R.; M. & O. R. R.; T., St. L. & K. C. R. R.;St. L. P. & N. R. R.; C. P. & St. L. Ry.; Mr. Ramsay, Chairman. The following subjects were submitted for consideration: Is it possible to give the lines an equitable portion of the traffic, and are the lines all willing to accept an equitable proportion of the tonnage?

The record shows that indications were that an increase in tonnage of fifteen per cent over the highest year would be had in the ensuing twelve months; and this tonnage, at thirty-five cents per ton, minimum, produces a revenue of $1,300,000. The same tonnage at twenty cents per ton produces a revenue of $720,000. If the rate drops to twenty cents a ton, there will be a sacrifice in revenue of at least $600,000 a year; and in demanding big percents the lines should consider whether 8 per cent of $1,300,000 is not better than 11 per cent of $720,000.

The roads then considered the question as to whether or not they had lived up to the resolutions of July 16th, and September 29th, concerning protection of contracts for

twenty-five cent rate up to August 1st, which was as follows:

"Resolved: That on and after August 1st, 1898, the minimum rate on all coal shall be thirty-five cents per ton, with the agreed differentials applying from distant territories; and further

Resolved: That no contracts shall be taken on the twenty-five cent rate basis of rates to extend beyond August 1st, 1898, and for the balance of the contract year no contracts shall be protected at less than the thirty-five cent basis of rates; and further

Resolved: That no contracts shall be taken covering a period of more than one year."

After the roads had reported their position as to the resolution, the question was submitted, on motion of Mr. Guy, seconded by Mr. McChesney, as to whether or not the roads would join in the restoration and maintenance of rates. After discussion, there were two negative votes against this resolution; and after consideration the following resolution was introduced by Mr. Ramsay, seconded by Mr. McChesney, and unanimously adopted:

"Whereas, all the lines present, except one, have voted to continue the association, but some of the members are of the opinion that certain changes are desirable in the agreement; and

Whereas, It will take time to carefully revise the old agreement; be it

Resolved: That a Committee of five, consisting of the three members of the Executive Committee, with two more added thereto, be appointed to revise said agreement and to make report thereon, at the earliest possible date; and that the Joint Agent submit such report to the members of the Association for their vote by letter, and that upon its approval by all of the lines, the revised agreement be signed by

the executive or other proper officer of each of the companies, members of the association, and that, pending the adoption by the association of such revised or amended agreement, all lines be bound by the rules and carry out all the obligations of the present agreement."

The names of the Special Committee are as follows: C. F. Parker, Chairman; Henry Gays, N. W. Taylor, W. S. McChesney and W. D. Holliday; Messrs. Taylor, McChesney and Holliday being the Executive Committee, and Messrs. Gays and Parker being the two other members.

The following resolution was offered by Mr. McChesney, seconded by Mr. Parker, and unanimously adopted:

"Resolved: That the resolution of July 16th, and September 29th, be re-affirmed, and that the minimum rate, with the usual differentials, be restored to thirty-five cents per ton on and after August 1st, 1898."

The following is the resolution of September 29th, referred to:

"Resolved: That on and after August 1st, 1898, the minimum rate on all coal shall be thirty-five cents per ton, with the agreed differentials applying from distant territories; and further

Resolved: That no contract shall be taken on the twenty-five cent basis of rates to extend beyond August 1st, 1898, and for the balance of the contract year no contracts shall be protected at less than the thirty-five cent basis of rates; and further

Resolved: That no contracts shall be taken covering a period of more than one year."

On motion, the meeting then adjourned.

There is also added a page showing letters and telegrams from roads not represented and not prepared to vote when

the final proposition was put, and the resolution to appoint a committee of five, and to be bound by an agreement to maintain rates, was submitted; which letters and telegrams indicate that the other roads agreed to it.

Above exhibit, consisting of eight pages, is marked "Plaintiff's Exhibit Fraser No. 8."

Plaintiff offers in evidence record of special meeting of the St. Louis Coal Traffic Bureau, held May 19th, 1898. The Joint Agent stated that a meeting had been called to consider the new agreement submitted by the Special Committee, which committee was appointed at the meeting of April 8th. The Chairman asked the Committee if it was ready to report. Mr. Parker, Chairman of the Special Committee, stated that the agreement had been adopted by the Committee unanimously and had been submitted to the lines by the Joint Agent. This was the only report the Committee had to make.

The Joint Agent stated that seven lines had replied to his letter of April 14th, submitting the agreement as reported by the Committee; six of these were favorable, and one non-committal; and the Big Four, B. & O. S. W., Vandalia, C. P. & St. L., and St. L. C. & St. P. Rys. were yet to be heard from.

The following letter was read:

"April 29th, 1898.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Referring to yours of April 14th and 26th: I understand from another communication received from you that a meeting of coal lines will be held early in May to discuss the proposed coal agreement. I do not care to express an opinion until the matter can be discussed.

J. T. Poe, G. F. A."

The Joint Agent stated that while the contract was agreeable to the Clover Leaf, that company was unable to sign any agreement, and the position of the Clover Leaf was outlined by Mr. Weed, Freight Traffic Manager, in the following letter:

"April 22nd, 1898.

Mr. E. M. Ward, Joint Agent,
City.

Dear Sir: Referring to your letter of April 14th to all coal carrying lines, enclosing copy of agreement as proposed: I have presented the document to the Receiver, and am advised by him that he is not prepared to sign an agreement of this nature with any association, but is prepared to co-operate and work in harmony with whatever lines of organization may be adopted by the coal-carrying roads at St. Louis. His policy is identical in the present as in the past, being under instruction of the United States Court to sign no document of this character. I believe it should not prevent the other lines going ahead with the agreement; we to line up with the methods agreed upon.

W. S. Weed, F. T. M."

The Chairman then stated that the association had the Committee's report before it in the shape of a proposed agreement, and asked if there was any clause in the agreement which should be discussed or modified before proceeding to call the roll on the adoption of the agreement. Mr. Parker stated it was well known by all lines that a few contracts had been entered into prior to April 1st, 1896, which extended beyond August 1st, 1898, when rates are to be restored, and that these contracts had been filed and are of record with the Bureau. It will be noted that this agreement does not provide for any protection of contracts after August 1st, 1898, but such contracts as were filed prior to

April 1st, 1896, and which have not yet expired, must be protected under the proposed agreement.

After discussion the following was offered by Mr. Peabody, and seconded by Mr. Campbell, as an amendment to the agreement regarding railroad coal:

"Resolved: That Clause B, Section 3, of the proposed agreement be amended to read as follows: "All coal received as above provided, and consigned to and for use in the operating departments of railroads, terminal, bridge or ferry companies, shall be known as railroad coal, and will be reported to the Joint Agent of this Bureau accordingly. The transportation charge for railroad coal shall be as follows: When the minimum rate is thirty-five cents per ton, 10% less; when 40 cents per ton, 15% less, and when 45 cents per ton, 20% less. This basis is to apply from all territories within the jurisdiction of the bureau; provided, however, that railroad coal shall be billed and charged for at the rates effective on commercial coal, and that the difference between the established tariff rate on commercial coal and the reduced rate on railroad coal as above authorized, shall be allowed only upon statements filed monthly with the Joint Agent of this Bureau over the signature of the proper officer of the railroad company, certifying that such coal has been actually received by the road for its own use; such statement to contain all information necessary to enable the Joint Agent to properly approve the allowance of the railroad rate."

The following amendment was offered by Mr. Knott, and accepted by Mr. Peabody: "It being understood that when the railroad company, for which the coal is intended as fuel supply, furnishes its own cars for such transportation, the mileage both ways between East St. Louis and the mines shall be waived."

After the vote was taken, the Chair declared the resolution adopted, and that the agreement must be amended accordingly.

The following resolution was introduced by Mr. McLaughlin, seconded by Mr. Knott, and unanimously adopted:

"Resolved: That the name of the St. Louis Coal Traffic Association be changed to the St. Louis Coal Traffic Bureau."

Vote was then taken upon the question of adopting the agreement, as amended, as a whole; and the roads all voting in the affirmative, the Chair declared the agreement adopted.

Mr. Ramsay was then unanimously elected Chairman; the present Executive Committee was also continued, and the Illinois Central and C. P. & St. L. Rys. were added to the Executive Committee. The Executive Committee as then constituted was composed of the following lines: Big Four; L. & N.; Vandalia; Illinois Central; and C. P. & St. L.

Proposition was submitted by Mr. Ramsay to appoint a Joint Agent who should be Joint Agent of the Eastbound Traffic Association and the St. Louis Coal Traffic Association. After some discussion, the question was left to the Executive Committee, with power to act.

The roads then filed a line of rates they desired to become effective on August 1st, 1898, from the mines in Illinois to East St. Louis. The lines were unwilling to extend the minimum rate to Springfield district, and on motion of Mr. Peabody, seconded Mr. Campbell, the question of the differential rate applying from that district via the C. P. & St. L. and the St. L. C. & St. P. Rys. was referred to the Executive Committee for investigation and report.

Above exhibit, consisting of six pages, is marked "Plaintiff's Exhibit Fraser No. 9."

Plaintiff offers in evidence record of meeting of the Executive Committee of the St. Louis Coal Traffic Bureau, held June 28th, 1898, in the office of the Chairman, Mr. Ramsay.

Present: R. A. Campbell, G. F. A., L. E. & St. L. Ry.; W. S. McChesney, Supt. Terminals, L. & N. R. R.; H. W. Gays, Gen. Mgr., C. P. & St. L. Ry.; C. F. Parker, G. A., Ill. Cent. Ry.; N. W. Taylor, G. F. A., Vandalia Line; W. D. Holliday, A. G. F. A., Big Four; Joseph Ramsay, V. P. & G. M., Wabash R. R.

Meeting was called for the purpose of considering the present situation regarding coal contracts for the future. After full consideration of the correspondence on the subject, Messrs. Parker, Taylor, Campbell and the Secretary were appointed a committee to confer with Mr. Guy, President of the St. L. P. & N. Ry., and with any other parties that might be necessary, to investigate complaints that have been made regarding certain coal contracts. The Secretary was instructed to endeavor to arrange for this conference on Friday, July 1st, at two o'clock, p. m., or as soon thereafter as possible.

Meeting then considered the matter of apportioning expenses of the office force, clerical hire, office rent, etc., between the Belleville and St. Louis Traffic Bureau and the St. Louis Coal Traffic Bureau; and finally the Secretary was authorized to apportion the expenses of the Bureau between the interested parties according to their respective percentages for the previous month. On motion, the meeting then adjourned.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 10."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held July 22nd, 1898, Mr. Fraser being Secretary, and Mr. Ramsey Chairman.

The Meeting was called to hear the report of the Executive Committee on the subject of differential rate applying from Springfield district by the C. P. & St. L. and the St. L. C. & St. P. roads, referred by meeting of May 19th, 1898, to the Executive Committee for investigation and report.

The Executive Committee reported as follows:

"Resolved, That the question of the minimum rate applying on coal from mines in the Springfield territory on the C. P. & St. L. and St. L. C. & P. roads be referred to the Coal Traffic Bureau without any recommendation whatever, the Committee, on account of the absence of Mr. Gays, not being able to arrive at any definite understanding or agreement on the question."

After a consideration of the above and other subjects, the following resolutions were adopted unanimously:

"Resolved, That the C. P. & St. L. and St. L. C. & St. P. roads be permitted to extend the rate of thirty-five cents per ton to include their Springfield district."

"Resolved, That the roll be called, with a view of getting a statement from the roads represented, whether or not, agreement effective August 1st, is being absolutely maintained."

The roll being called, the representatives of each road present, voted that the agreement effective August 1st is being maintained absolutely.

"Resolved, That the Secretary be directed to get a vote, from the absent members, on this resolution."

"Resolved, That W. S. McChesney, Jr., N. W. Taylor and R. A. Campbell, with the Secretary, be appointed a Committee to meet Mr. Gays, G. M., C. P. & St. L. and St. L. C. & St. P., with a view of securing from him an explanation of certain contracts made by operators on his roads, at figures that indicate less than thirty-five cents per

ton after August 1st, and to also take up with Mr. Gays other matters of interest to the Bureau."

"Resolved, That none of the lines, members of this Bureau, shall absorb the trackage charge at the National Stock Yards of $1.00 per car."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 11."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held on March 28th, 1899, with Mr. Fraser, Secretary, and Mr. Parker, Chairman.

The Secretary stated that the meeting was called for the purpose of considering matters in connection with the transportation of coal by the M. & O. R. R. Co., consigned to the Mississippi River and Bonne Terre Ry. Co. The subject was discussed and Mr. Miller, G. F. A., M. & O. R. R., stated that he was not prepared to discuss the question; and the following resolution was adopted:

"Whereas, The declination of the M. & O. R. R. to allow the Secretary to inspect the movement of coal from that company to the Mississippi River & Bonne Terre R. R., according to the Bureau agreement, threatens to disrupt the Bureau, Therefore, be it

Resolved, That this meeting be adjourned, and the Secretary arrange for another meeting Tuesday, April 4th, so that Mr. Carroll of the M. & O., and a representation of the L. E. & St. L. Ry. can be present at that time."

A request was then made that the roll be called to ascertain if the agreed tariff rates were being maintained, result of which was that all roads present answered in the affirmative. Mr. Miller, for the M. & O., stated that he voted in the affirmative without a knowledge of the Bonne Terre business. The meeting then adjourned.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 12."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held April 8th, 1899, which was an adjourned meeting from March 28th, called to consider charges made that the Mobile & Ohio R. R. was violating the agreement, through a contract made with the Mississippi River & Bonne Terre Ry., under which the M. & O. was taking chatts from the Bonne Terre road and paying for the same in the transportation of coal at less than the agreed rates.

Secretary stated that he had been refused permission by the M. & O. officials to examine their coal records at East St. Louis, with a view to checking up the movement of this coal. The Secretary read Article 6, Section B of the Agreement in which permission is granted the Secretary to examine the records of the various lines, members of this Bureau.

After a full discussion, the following resolution was adopted:

"Whereas, The contract existing between the M. & O. Railroad Co., and the Mississippi River & Bonne Terre Ry. Co. under which chatts shipped to the former by the latter company, to be paid for in transportation of coal to East St. Louis, threatened to disrupt this Bureau, and

Whereas, V. P. and G. M., R. Carroll, of the M. & O. R. R. Co., stated that there is in existence a contract between his company and the Mississippi River & Bonne Terre Ry., under which the latter company is to deliver his line 300,000 cubic yards of chatts at 40 cents per cubic yard, and the M. & O. R. R. Co. to furnish transportation on a sufficient amount of coal, on the basis of twenty-five cents from mines at Eden and north thereof, and thirty-five cents from mines south of Eden, to East St. Louis, in sufficient quantities to pay for the 300,000 cubic yards of chatts, of which approximately 110,000 cubic yards of chatts have

been delivered, leaving approximately 190,000 cubic yards of chatts to be delivered under said contract, to be paid for in coal freights on basis above mentioned. It is the present understanding that Mr. Carroll agrees to limit the amount of coal delivered to the Mississippi River & Bonne Terre Ry. Co., to an amount to cover payment of the 190,000 cubic yards of chatts yet to be delivered. And further agrees that the contract is not to be extended or renewed on present basis without conference with this Bureau."

"Resolved, That the lines here represented agree to maintain the rates on file now with the Secretary of this Bureau as the tariff rates of the various lines."

The representatives of the B. & O. S. W. made the statement that operators on his line were complaining that they have been unable to compete for certain contracts in the St. Louis and East St. Louis market recently, owing to the low prices being offered from mines situated on other roads. Upon call, the lines gave assurance that they were maintaining the agreed rate.

At this meeting Mr. Joseph Ramsay, Jr., was again elected Chairman of the Executive Committee and of the Bureau, and R. M. Fraser, Secretary.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 13."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held July 6th, 1899, being a special meeting. The Chairman stated that the members of the Bureau had been requested to attend a meeting at this time for the purpose of considering the condition of affairs that have been very unsatisfactory to some of the lines, and reviewed the situation generally; and it was suggested that it would be desirable to hear from the M. & O. R. R. in reference to the present status of their contract with the M. R.

& B. T. Ry., which was under consideration at the meeting of April 8th.

The representative of the M. & O. stated that everything would be done on the part of the M. & O., that is possible to preserve and maintain the coal rates from Illinois Points to East St. Louis; that he would try and arrange, if possible, to confine the shipments of coal at the reduced rates to coal for the use of the Bonne Terre Ry., and not for commercial purposes.

It was then resolved that the explanation of Mr. Poe of the M. & O. R. R. be accepted by the Bureau, and that the Bureau await the report of the Executive Committee after their conference with President Russell and Mr. Poe on that subject.

Different contracts were reported as having been made at figures that would hardly justify payment of the tariff rates for transportation. The coal to fill these contracts was reported as coming from several different roads, and the representatives of said roads in each instance denied that any reduction had been or would be made from their tariff rates.

It was therefore resolved that the roll be called by roads, asking each representative whether he is maintaining the schedule of rates as filed with the Bureau, whether any contracts on his road are in existence at less than the agreed rates, when such contract was made, and the date of expiration.

In submitting the resolution the Chairman stated that the representative of each road is called upon to state First, whether it is now or has been maintaining the rates over its line as filed with this Bureau; Second, whether it has any contracts or agreements for the shipment of coal over its line at any rate in conflict therewith; Third, if so, how much tonnage remains to be shipped under such arrangement or agreement, and at what rates.

The record of this meeting shows that at the meeting on the 5th of coal operators having mines on the roads, members of this Bureau, a Committee was appointed to have a conference with the representatives of the roads at this meeting.

It is ordered that a detailed report of the discussion and the papers submitted by the Operators' Committee, be referred to the Executive Committee for consideration.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 14."

Plaintiff offers in evidence record of Special Meeting, held on January 4th, 1900, of the St. Louis Coal Traffic Bureau, operating under the agreement effective April 1st, 1898; which meeting adjourned sine die.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 15."

Plaintiff offers in evidence record of the organization of a new association, to be known as the St. Louis Coal Traffic Bureau on January 4th, 1900, of which Mr. Ramsay was elected Chairman and Mr. Fraser, Secretary. The subject of rates being considered, each individual road's representative delivered to the Secretary a list of rates in effect on the road he represented. The Secretary was instructed to have printed in pamphlet form an information circular showing the rates charged by the several roads, for the transportation of coal to East St. Louis, as per memorandum furnished.

The subject of protecting operators' time contracts being considered, as was also the subject of rates on railroad coal, the representatives of the roads, members of the Bureau, individually advised that it is the intention of their company to advance the rates on coal, effective March 1st, 1900.

The salary of the Secretary was fixed at one hundred dollars per month. The meeting then adjourned.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 16."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held on January 23rd, 1900. It being stated that this was adjourned meeting, and unfinished business should first be disposed of.

After consideration of the subject of protecting contracts, it was the individual understanding of all parties that after March 1st, they will not protect a less rate than an advance of five cents per ton above the present tariff rates.

The subject of publishing Information Circular No. 1 being considered, it was resolved that the Secretary withhold the publication of Information Circular No. 1 until after the expiration of ten days from this date (Jan. 23rd), and in the event of not receiving notice from any of the lines members of the Bureau, that the advanced rates cannot become effective, he issue the Information Circular showing the rates to become effective March 1st, 1900.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 17."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held April 19th, 1900.

The Secretary said that call for this meeting has been issued by request of one of the members, to consider matters of great importance to the members. The Chairman said that this meeting had been called to consider the question of rates as filed with the Secretary by the various lines; also as to the rates that are actually in effect by the various lines. He suggested that a meeting had not been held for some time, and the principal source of trouble seemed to be the contracts between the M. & O., B. & O. S. W., and possibly other roads, and the M. R. & B. T. Ry. Co. for a supply of chatts. After a general discussion of the subject, a reso-

lution was adopted that the matter be referred to the Executive Committee, and the lines who have contracts with the M. R. & B. T. Ry. be requested to come before the committee to consider the coal rate situation as affected by the contracts with the M. R. & B. T. R. R. Co.

The question was raised as to whether the rates named by the several roads and published in Information No. 1, January 4th, 1900, included the entire cost of switching and trackage necessary to reach the industries at Granite City, and after a general consideration of the subject, it was resolved that the matter be allowed to stand as at present, it being optional with the roads as to whether or not they absorb the switching.

The question was brought up as to the rate on railroad coal, it having been stated by the individual members at meeting January 23rd, that it was their intention to make, effective March 1st, the same rate on coal for use of railroads, ferry companies, etc., as charged on commercial coal.

At the suggestion of one of the members a vote was taken to ascertain whether any of the roads were making a refund on railroad coal. All representatives voted in the negative, except the T. H. & I., who stated that he had sent the Secretary a letter a few days after the January meeting, giving notice that they would make a refund on railroad coal. The letter not having been received by the Secretary, a copy was requested.

After a vote was taken, it was decided that it was optional with the roads whether or not they made a refund on railroad coal.

The following is a copy of the notice referred to which was also issued by circular letter, as instructed:

"St. Louis, April 19, 1900.

Rates on Railroad Coal Illinois Mines to East St. Louis.
File T-2167.

Mr. R. M. Fraser,
Secretary, City.

Dear Sir: Referring to our conversation to-day, relative to rates on railroad coal from Illinois points to East St. Louis, I find upon returning to the office that we did not formally notify you at the time this matter was under consideration. By some oversight the papers were filed and the matter was overlooked. I would say, however, that in confirmation of my statement to-day, we reserve the right to continue the old practice of making rate on coal actually used by railroads and ferry companies, etc., 10 per cent less than the authorized commercial rate.

Yours truly,
(Signed) N. W. Taylor, G. F. A."

A resolution was adopted by the Bureau, making a request, or rather extending an invitation to the St. Louis, Troy & Eastern Railroad to become a member of the Bureau.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 18."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held November 13th, 1900, which was a special meeting.

The Secretary presented a report showing the result of check at East St. Louis stations for months of July, August, and September, and the following resolution was adopted:

"Resolved, That the Secretary of the Bureau make check of the local freight stations monthly, as to coal received by the various lines, and should such check develop any errors they are to be entered on the last Daily Report of the month following, sent out by the Bureau, with explanatory note."

The Secretary informed the Committee that Mr. F. H. Conrades, President of the St. Louis, Troy and Eastern Railroad, signed the Articles of Agreement of the St. Louis Coal Traffic Bureau on November 15th; they had, however, been making daily reports to this office from October 1st, and had paid a proportion of expenses of the Bureau for the month of October.

Attention was called to the manner in which the St. Louis, Troy & Eastern Railroad report their coal (as from Donk Bro. Coal & Coke Co. mines), and after due consideration it was resolved that the Secretary be instructed to call the attention of the officers of said railroad to Article 9 of the Agreement of the Bureau, relating to the report of coal by the lines, members of the Bureau, and that he request the St. Louis, Troy & Eastern Railroad to report coal from mines on that line in accordance with said Article 9.

The Secretary submitted correspondence with General Coal Agent of the Chicago & Alton Ry., regarding membership in the Bureau. A resolution was adopted that the Secretary present the correspondence to the Chairman, Mr. Ramsay, with the request that Mr. Ramsay take the matter up with Mr. Felton of the Chicago & Alton road and endeavor to secure their membership.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 19."

Plaintiff offers in evidence record of special meeting of the St. Louis Coal Traffic Bureau, March 7th, 1901. Meeting of the Executive officers called at the request of one of the members, as shown in Circular Letter 26th, as follows:

"The situation with respect to rates on coal from Illinois mines to East St. Louis is in a very unsatisfactory condition. I think it is essential that a meeting of the Executive Officers of the lines interested in the transportation of coal to St. Louis should be held at an early date to consider the matter.

I shall be glad if you will issue a call for a meeting to be held in St. Louis the first week in March."

After a general discussion as to the condition of affairs in connection with the coal traffic, the roll was called to ascertain whether there were any contracts by the railroads or coal operators, extending beyond March 31st, 1901. The roads were then asked as to whether or not they had any contracts, and they reported on that question. A paper in the form of a resolution was handed to the Chairman in which a plan was proposed for the handling of the coal traffic; the roll was called, and after a vote on the matter, the roads stated—most of them—that they would consider the proposition. And it was resolved that a copy of the proposition read, together with a copy of the Articles of Agreement at present in effect, and a copy of the statistics prepared by this Bureau for the period named in the proposition referred to above, be sent to the representative of each road, member of this Bureau, and that a meeting be called by the Secretary at an early date to further consider the subject.

The General Coal Agent of the Illinois Central stated that he would make the Illinois Central rate from thirty-five cents points fifteen cents per ton, and the higher rate points the same differential on the basis of fifteen cents per ton as now in effect on the thirty-five cent rate. These reductions to become effective at once.

The record of this meeting shows that a copy of the proposed plan, and a copy of the Articles of Agreement, effective January 4, 1900, and a copy of the report issued by the office for the year 1898 and December, 1900, showing the tonnage carried by each road during the years 1895-6-7-8-9 and 1900, sent to each member.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 20."

Plaintiff offers in evidence record of special meeting of the Executive Officers of roads interested in the transportation of coal in Illinois, held in St. Louis, March 16th, 1901, in accordance with request by one of the officials, as follows:

"Referring to soft coal situation at East St. Louis, in order to prevent continuation of present demoralization in rates, I suggest executive officers members of the St. Louis Coal Traffic Bureau meet at St. Louis, Saturday, March 16th, for consideration of this situation, with view of straightening matter out, and for discussion of resolution looking to proper regulation of coal traffic adopted at meeting held March 7th.

After a general discussion as to condition of affairs in connection with the coal traffic, the following resolution was adopted:

"Resolved, That the roll be called, to ascertain whether there are any contracts in effect, or rates guaranteed, at less than thirty cents per ton, that will extend beyond March 31st."

The representative of each road answered in the negative.

The following resolution was adopted:

"Resolved that on and after March 20th, 1901, the minimum rate on commercial and railroad coal will be thirty cents per ton to East St. Louis, until changed legally by open tariff by any of the lines represented here, and that no contracts shall be made between now and March 20th, extending beyond that time, at less than the tariff rate, thirty cents.

And be it further resolved that five cents per net ton of two thousand lbs. be the maximum reduction from outside districts."

The question of making time contracts on basis of thirty cents per ton was brought up by one of the members, and after discussion the following resolution was offered by one of the members, and adopted:

"Resolved, That no contracts for the transportation of coal be made for any longer period than one year."

It being stated that reports of various irregularities in rates were occasionally brought about by the Transfer Ferry or Terminal companies not maintaining the same charge to all parties for similar service, it was resolved that the Chairman appoint a committee of three to take this question up with the transfer, ferry or terminal companies. The Chairman appointed as the committee, Messrs. Parker, Spencer and Conrades, with Mr. Parker as Chairman.

The question of the Chicago & Alton and the T. St. L. & W. roads becoming members of the Bureau was brought up and it was resolved that said roads be requested to become members of the Bureau.

The Secretary asked instructions as to re-issuing Information Circular No. 1, and it was resolved that Information Circular No. 1 be reprinted as Information Circular No. 2, naming changes as suggested, and that each line now give notice to the Secretary that they propose to change their tariff, effective March 20th, and that each road furnish the Secretary a list of the rates that will be charged from their several mines.

There being no further business, the meeting adjourned.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 21."

Plaintiff offers in evidence record of meeting of the executive and traffic officers of roads interested in the St. Louis Coal Traffic Bureau, held May 17th, 1901, in accordance with a call issued 13th inst., as follows:

"At a meeting of the Executive Committee to-day, I was instructed to call a meeting of the Bureau at this office on Friday, May 17th, 1901, at 10:00 a. m., sharp, to consider several matters of importance to the members.

7 3 7

Will you therefore please be present or authoritatively represented, without further notice."

At this meeting Mr. Ramsay was elected Chairman and Mr. Fraser Secretary.

It was suggested at this meeting that it was very important that the C. & A. and T. St. L. & W. Railroad companies become members of the Bureau, and Mr. Ramsay, Chairman, and Mr. Harrihan of the Illinois Central, were appointed a Committee to take this matter up with the Presidents of the C. & A. and T. St. L. & W. roads, and see if they cannot be induced to become members of this Bureau.

It having been suggested by one of the members that it would be desirable to establish a coal contract year, the same to be incorporated as a part of the new agreement, after a careful consideration of the subject, it was

"Resolved, That no contracts shall be guaranteed for a longer period than one year; the coal year of this Bureau shall be understood to be from April 1st of one year to March 31st of each succeeding year, and each road, party to this agreement, agrees not to guarantee or protect tariff rates beyond the period so established."

This resolution was carried.

At the request of a member the roll was called to ascertain whether any member has made contracts for the transportation of coal for a longer period than March 31st, 1902, and each member answered in the negative.

Mr. Hurlbut called attention to the decreased tonnage carried by the Illinois Central, as compared with the same period last year, stating that the condition of affairs was not satisfactory to the Illinois Central, and he did not believe the roads were adhering to the tariff rates filed with the Secretary. No definite action was taken.

It was suggested that as there was really no Bureau in existence at the time when the rates in Information Circular No. 2 were filed, that the following resolution be adopted:

"Resolved, That pending the signing of the revised agreement, each road, party to the agreement, pledge themselves to absolutely maintain their rates as published in Information Circular No. 2, effective March 20th, 1901."

The roll was called on the above resolution, and all members voted in the affirmative.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 22."

Plaintiff offers in evidence record of special meeting of the St. Louis Coal Traffic Bureau, held on April 16th, 1902, the meeting being called by a Circular Letter, April 14th, File 201, as follows:

"You are hereby urgently requested to attend a meeting of the Bureau at this office on Wednesday, April 16th, 10:30 a. m., in accordance with the following letter:

'It has been suggested that a meeting of the Coal Traffic Bureau be called as soon as possible for the purpose of considering matters of rates on coal from Illinois mines to East St. Louis for the coal season upon which we are just entering.

I would therefore be obliged if you will issue a call for such a meeting to be held at your office on Wednesday, April 16th. In issuing this call, kindly urge that full representation is desired.

It is thought advisable to call a meeting of the St. Louis Coal Traffic Bureau to consider important matters; therefore please call meeting of the chief traffic officials for Wednesday, April 16th, at 10:30 a. m.'"

After much discussion, the following resolution was adopted:

"Resolved, That the roll be called and the representative of each line answer as to whether or not his line is maintaining the rates filed by his company with the Bureau as set forth in Information Circular No. 2L."

The roll was called in accordance with the resolution and each member individually stated that his line was maintaining rates as published in Information Circular No. 2.

It was resolved that the roll be called and the representative of each line answer as to whether or not his line is applying freight charges on coal in exchange for chatts. The roll was called and the representatives present, excepting the Southern and the M. & O., stated that they had no such arrangement in effect on their line. The representatives of the Southern and the M. & O. answered as follows:

The Southern: We have a contract for the exchange of coal freight for chatts, but it is inoperative at the present time on account that there is a large amount of chatts due us on coal that has already been delivered, to the extent of probably $25,000, and we will not be able to resume the contract before next fall or winter.

The M. & O.—I am not prepared to answer, but will look into the matter and give the Secretary reply by letter.

It was resolved that the St. Louis & Illinois Suburban Railroad be invited to become a member of the Bureau, and the Secretary was instructed to confer with the proper official of that company.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 23."

Plaintiff offers in evidence record of special meeting of the St. Louis Coal Traffic Bureau, held March 18th, 1903.

At this meeting, each road there represented individually announced that they would continue the rates shown in Information Circular No. 4, on bituminous coal, until notice of their desire to change is filed with the Coal Traffic Bureau.

The Secretary was instructed to take up with the C. & A., the T. St. L. & W., and the electric lines, the subject of rates on coal, with the view of ascertaining what rates they

propose to maintain on bituminous coal from Illinois mines to East St. Louis and vicinity. Members to be advised of the replies received.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 24."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held on April 14th, 1903, convened in accordance with resolution adopted March 18th.

The Secretary reported having written to representatives of the C. & A. Ry., the T. St. L. & W. R. R. and the Belleville Electric line, as instructed at meeting of March 18th, and replies received were satisfactory from the C. & A. and the T. St. L. & W.; the General Superintendent of the East St. Louis & Suburban not having replied, the Secretary was instructed to write to him again.

After a general discussion between the members as to the condition of affairs regarding coal traffic, on motion, duly seconded and carried, the Chairman asked the road represented to declare themselves individually as to their position on the following propositions:

First: Maintenance of rates as per St. Louis Coal Traffic Bureau Information Circular No. 4, from Jan. 10th, to March 31st, 1903, as against contracts at less.

The roads were not prepared to express themselves, but would endeavor to do so at meeting May 21st.

Second: Maintenance of rates as per St. Louis Coal Traffic Bureau Information Circular No. 4, April 1st, 1903, to March 31st, 1904.

The roads members of the Bureau individually advised that they will continue rates as per Information Circular No. 4 until notice is given to the contrary to the Secretary of the Bureau.

Third: Action contemplating refusal to protect rates annually or for a term, after March 31st, 1904.

Notwithstanding that Article 7 of the agreement, effective January 4th, 1901, provides for a coal year, which has been construed not to prohibit entering into contracts with operators and others at current rates for the period therein specified, the roads, members of this Bureau individually advised that, effective April 1st, 1904, they will not guarantee or protect rates for any period longer than that required to change tariffs.

The Secretary was requested to notify both the C. & A. and the T. St. L. and W., regarding action in reference to time contracts.

Above exhibit, consisting of the two pages, is marked "Plaintiff's Exhibit Fraser No. 25."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held May 21st, 1903.

The Secretary reported having written again to the representative of the Belleville Electric Line, for information as to rates they propose to maintain, as instructed at meeting April 14th, and read reply received, and no further action was required.

As instructed, the Secretary notified both the C. & A. and the T. St. L. & W., regarding action on the third proposition (Proceedings April 14th). Replies were received concurring in the action of the Bureau.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 26."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held August 20th, 1903, in accordance with action of meeting of May 21st.

After a general discussion regarding coal traffic matters, the lines individually announced that they would not pay any claims for the protection of rates published in St. Louis Coal Traffic Bureau Information Circular No. 3, on ship-

ments forwarded subsequent to the date of rates announced in Information Circular No. 4, on non-contract coal, without conference at special meeting of this Bureau, to be called in usual way.

The Secretary was instructed to address all members of the Bureau, requesting them to advise whether or not they have paid claims for refund on contract coal, shipped after date of Information Circular No. 4, and up to and including March 31st, 1903.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 27."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held on March 16th, 1904, at which the action taken at the meeting of April 14th, 1903, regarding time contracts for the transportation of coal on hand after April 1st, 1904, was individually affirmed.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 28."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held June 16th, 1904. The Secretary was instructed to write the representatives of the St. Louis & Belleville Electric Ry., and East St. Louis & Suburban Ry., also the representative of the St. Louis & O'Fallon Ry., requesting them to become members of the Bureau.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 29."

Plaintiff offers in evidence record of special meeting of the St. Louis Coal Traffic Bureau, held January 26th, 1905.

At meeting of St. Louis Coal Traffic Bureau held this day lines individually announced that they will charge from this date until April 1st, 1906, the rates shown in Informa-

tion Circular No. 4 and Amendment No. 3, effective this date, and thereafter until formal notice.

The Secretary read the correspondence with the Freight Traffic Manager of the Missouri Pacific, regarding membership in the Bureau and was instructed to confer with Mr. Stith with the view of having the St. L. I. M. & So., Illinois Division, become a member of the Bureau, or to at least endeavor to arrange for Daily Report of the coal tonnage received at their East St. Louis or East side station.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 30."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held April 29th, 1905.

Meeting convened in accordance with call issued April 27th, on request of a member, as follows:

"I have had several informal conversations with various members of the Coal Traffic Bureau, and find that conditions are very unsatisfactory, and for this reason I respectfully request that you call a meeting of the Coal Traffic Bureau Saturday morning at 10:00 a. m."

After a general discussion as to the unsatisfactory conditions that prevail, the representatives of lines interested individually announced the minimum charges that they will make for the transportation of coal from Illinois mines to East St. Louis, etc., May 1st, 1905, to March 31st, 1906, inclusive, unless formal notice of change. It being understood that no contract would be made or protected extending the rates named beyond March 31st, 1906.

The rates effective May 1st, 1905, to be furnished by letter to the Secretary and by him published in Information Circular No. 5, in accordance with resolution as follows:

"Resolved, That the individual rates, effective May 1st, by the interested roads be furnished the Secretary by letter,

without delay, to be promulgated by him in Information Circular No. 5, as effective May 1st, 1905."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 31."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held May 29th, 1905.

Meeting convened to-day subject to adjournment May 24th, in consequence of all members not being present on that day.

After a general discussion, the representatives of lines interested individually announced the minimum charges that they will make on the transportation of coal from Illinois mines to East St. Louis, etc., effective June 5th, 1905. It being understood that no contract would be made or protected extending the rates named beyond March 31st, 1906.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 32."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held June 28th, 1905, in accordance with call issued, on request of a member as follows:

"Please call a meeting of the St. Louis Coal Traffic Bureau, Wednesday morning, June 28th, at 10:00 o'clock, to discuss the matter of rates on coal from outer group to East St. Louis, particularly rate of thirty-five cents per ton, recently published by the Illinois Central, and oblige."

The Secretary read the correspondence with officials of the C. & E. I. Railroad regarding membership in the Bureau, and was instructed to continue his efforts to secure the membership of the C. & E. I. R. R. in this Bureau, and failing in this, that he endeavor to get a daily statement from them showing the coal tonnage that they handle into St. Louis, whether for railroad or other use.

After a discussion of the situation generally and particularly of the subject for which the call was issued, the meeting adjourned.

Amendment No. 1 to Information Circular No. 6 will be issued at once, showing the changes in rates announced by the Illinois Central Railroad from mines on the Illinois Central Railroad, effective June 19th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 33."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, November 6th, 1905, which meeting was held in accordance with call issued November 3rd, on request of a member, as follows:

"Will you kindly call a meeting of the Coal Traffic Bureau, Monday, the 6th inst., 10:00 a. m., to consider an advance in the rates on coal for the remainder of the coal year?

We believe that this would be an opportune time to take action in that direction."

The matter was left to be acted upon, after a general discussion, finally, at the meeting of November 23rd, 1905.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 34."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held November 23rd, 1905. On account of members not all being present, meeting adjourned until December 4th, 1905.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 35."

Plaintiff offers in evidence record of meeting of the St. Louis Coal Traffic Bureau, held December 11th, 1905, which meeting convened in accordance with adjournment of December 4th, and call issued December 8th.

The Special Committee appointed at meeting of the 4th inst. requested further time to report, which was granted.

The representatives of road individually announced that they would not quote or guarantee rates on coal applicable after March 31st, 1906, until the Special Committee have submitted their report and same has been considered by the Bureau.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 36."

Plaintiff offers in evidence Circular Letter dated Nov. 28th, 1905, addressed to the members of the St. Louis Coal Traffic Bureau, and signed by "R. M. Fraser, Secretary," asking to be advised as to their views as to rate adjustment and rates on coal to St. Louis, Mo., and as to whether or not switching will be absorbed.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 37."

Plaintiff offers in evidence Circular Letter dated June 20th, 1905, enclosing copy of letter, dated Chicago, June 19th, from the Coal Traffic Manager of the Illinois Central Railroad, as follows:

"Effective at once, we will establish a rate of thirty-five cents per ton on coal, car-loads, from our Carterville-Herrin District, including Murphysboro, to East St. Louis.

This is made necessary by reason of a rate of thirty-five cents per ton being carried by the Missouri Pacific from the same district to Bixby. The rate charged by the Missouri Pacific from Bixby to St. Louis is thirty cents per ton, which is the same as in effect via the Terminal Association from East St. Louis to St. Louis. The Bixby combination makes a rate to St. Louis of sixty-five cents per ton, and under the present adjustment via East St. Louis our rate is 70 cents per ton. In order to meet this competition we are

forced to reduce the rate to East St. Louis to thirty-five cents per ton."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 38."

Plaintiff offers in evidence Circular Letter of the St. Louis Coal Traffic Bureau, giving copy of telegram dated May 22nd, from the General Freight Agent of the B. & O. S. W.

"Cut.—In view of reductions in rates on coal by M. & O., Vandalia, etc., this is to notify you that we will publish, effective to-day, rate fifteen (15) cents per ton from our Illinois mines, Salem and West, to East St. Louis."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 39."

Plaintiff offers in evidence Circular Letter of the St. Louis Coal Traffic Bureau, marked "Important," dated May 25, 1905, to members of the Bureau, as follows:

"Gentlemen: I give below copy of telegram received at 3:15 p. m., dated Chicago, May 25th, from Coal Traffic Manager Illinois Central R. R. Co.

'Effective to-day our rate on soft coal from mines on our line shown in your Information Circular No. 5, as taking rate of thirty cents per ton into East St. Louis, will be two dollars ($2.00) per car of 60,000 lbs. or over; one dollar ($1.00) per car of less than 60,000 lbs.; subject to our regular minimum weights.'"

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 40."

Plaintiff offers in evidence Circular Letter of date May 24th, 1905, marked "Important," of the St. Louis Coal Traffic Bureau, to the members of the Bureau, as follows:

"Gentlemen: I give below copy of letter, dated May

24th, from President of the St. Louis & O'Fallon Ry. Co.:

'I beg to announce that, effective May the 25th, the St. Louis & O'Fallon Railway Company will name a switching rate on coal of $2.00 per car of 100,000 lbs. capacity, and $1.00 per car for cars of 60,000 lbs. capacity, between their mines No. 1 and No. 2, to the Terminal Belts at East St. Louis, Illinois.'"

Attached to this is another circular letter marked "Important, dated May 24, 1905, and addressed to the members of the Bureau, as follows:

"Gentlemen: I give below copy of letter, dated May 24th, from G. F. A. Litchfield & Madison Ry.:

'Beg to advise that this company has established a rate of ten cents per ton on coal from Staunton, Worder and Edwardsville to East St. Louis, effective to-day, and subject to cancellation on five days' notice.'"

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 41."

Plaintiff offers in evidence Circular Letter, dated March 8th, 1901, addressed by the Secretary of the St. Louis Coal Traffic Bureau to the members, stating that at the request of several of the members, who attended meeting of March 7th, he submits copy of remarks and resolution offered by Traffic Manager Graham, as follows:

"I believe I appreciate the object Mr. Hurlbut has in view, but I am inclined to doubt whether it will bring about the desired result. Now I would submit a resolution as follows:

Resolved, That the executive officers of each of the lines, members of the St. Louis Coal Traffic Bureau, file with the Secretary, within ten days, over his autograph official signature, a declaration that the company he represents will absolutely maintain the individual rates, or rather, the rates of the individual lines, as published by the Secretary of the

St. Louis Coal Traffic Bureau, in Information Circular No. 1, effective January 4th, 1900, and that no contracts guaranteeing a rate in the future, shall be made by any railroad company, member of this Bureau, until another meeting has been called to consider the question of apportionment."

Said resolution failing to receive a unanimous vote was declared lost.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 42."

Plaintiff offers in evidence Circular Letter, dated February 3rd, 1900, addressed by the Secretary of the St. Louis Coal Traffic Bureau to the members of said Bureau, which is as follows:

"At meeting 23rd inst., the subject of advancing rates on commercial coal was further considered, and each road's representative stated that it is the intention of his company to advance the rate on coal five cents per ton, effective March 1st, and it was

'Resolved, That if the representative of either road finds that he cannot advance the rate, effective March 1st, that he notify the Secretary to that effect, within ten days from this date (January 23rd), and that the Secretary advise the members accordingly.'

I am in receipt of letters from members as follows:

'After careful consideration of the action taken at the meeting on January 23rd, in which this company gave notice that the tariff rates on coal to East St. Louis would be advanced on March 1st, five cents per ton, we think it an inopportune time to make the advance in the rate, as per our notice of January 23rd, and we desire to give further notice that the present tariff minimum rate of thirty-five cents with existing differentials, will continue until further notice.'

'In regard to advancing rates on commercial coal, beg to

say that after full consideration of this matter I do not feel that it would be a good thing to make the proposed advance in rates.'

Information Circular will be issued at once, naming the individual rates, at present in effect by the several roads, between the points named."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 43."

Plaintiff offers in evidence Information Circular No. 1 of the St. Louis Coal Traffic Bureau, in effect January 4th, 1900, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. Louis Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; Illinois Central Railroad; Louisville & Nashville Railroad; Louisville, Evansville & St. Louis Consolidated Railroad (Geo. T. Jarvis, Receiver); Mobile & Ohio Railroad; St. Louis, Belleville & Southern Railway; The Wabash Railroad; Terre Haute & Indianapolis Railroad (V. T. Malott, Receiver); Toledo St. Louis & Kansas City Railroad (Samuel Hunt, Receiver).

Information Circular No. 1.

(Cancelling Coal Tariff No. 6, August 1, 1898).

Containing copies of the Individual Rates charged by the several roads, between the points named herein, on Bituminous Coal from mines in the State of Illinois to East St. Louis, etc., Illinois, in effect January 4, 1900.

R. M. Fraser, Secretary.
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, Mo. February 7, 1900. File 205.

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison & Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Gillespie	Gillespie	46	35
Clyde	Hornsby	49	35
Litchfield Coal Co.	Litchfield	56	35
Litchfield	Litchfield	56	35
Hillsboro Coal Co.	Hillsboro	67	35
Montgomery Mine	Witt	77	40
Pana Coal Co.	Pana	95	65
Pana	Pana	95	65

The Wabash Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison & Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 3.	Edwardsville	19	35
Home Trade Coal Co.	Edwardsville	19	35
Wonderly Coal Co.	Edwardsville	20	35
Worden No. 12	Worden	30	35
Worden, McD.	Worden	30	35
Staunton No. 6	Staunton	35	35
Staunton No. 7	Staunton	35	35
Mt. Olive & Staunton Coal Co. No. 1.	Staunton	35	35
Mt. Olive No. 8	Mt. Olive	41	35
Mt. Olive No. 10	Mt. Olive	41	35
Madison Coal Co.	Mt. Olive	41	35
Litchfield No. 1	Litchfield	49	35
Litchfield M. & P. Co.	Litchfield	49	35
Taylorville Coal Co.	Taylorville	82	60
Niantic	Niantic	122	80

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Union	Furmans	11	35
Ruby	Furmans	11	35
Ridge Prairie	Alma	14	35
Alma	Alma	14	35
Taylor	Alma	16	35
Darrow	O'Fallon	17	35
Bennetts	O'Fallon	20	35
Trenton, South	Trenton	28	40
Breese, West	Breese	38	35
Breese, East	Breese	38	35
Sandoval Coal & Mining Co.	Sandoval	60	42½
Odin Coal Co.	Odin	63	42½
Salem	Salem	69	42½
Pana	Pana (95)	159	65
Taylorville	Taylorville (95)	166	65
Edinburg Coal Co.	Edinburg	184	65

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Knecht	Birkners	9	35
Summit	Summit	11	35
L. & N.	Summit	11	35
Humboldt	Belleville	12	35
Branch No. 2	Belleville	12	35
Massie	Belleville	13	35
Reinecke No. 2	Belleville	13	35
Yoch (Highland)	Belleville	13	35
Glendale	Belleville	14	35
Turkey Hill	Rentchler	19	35
Rentchler	Rentchler	19	35
Enterprise	Rentchler	19	35
Mascoutah	Mascoutah	24	35
Nashville	Nashville	48	35
Mt. Vernon	Mt. Vernon	79	52½
Brooklyn	Brooklyn	125	57½
Equality	Equality	128	57½

L., E. & St. L. Con. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Johnson	Phoenixville	9	35
Crown No. 1	Phoenixville	10	35
Avery	Harmony	11	35
Lenz Coal & M. Co.	Harmony	11	35
Oakland	Harmony	11	35
Gartside	Gartside	12	35
Oak Hill	Gartside	12	35
Schureman	Gartside	13	35
Rose Hill	Belleville	13	35
Glendale No. 2	Belleville	13	35
Kloes	Belleville	14	35
Pittsburg	Belleville	15	35
Green Mount	Belleville	15	35
North Western	Belleville	15	35
Muren Bros. No. 1	Belleville	17	35
Muren Bros. No. 2	New Baden	30	35
Germantown C. Co.	Germantown	39	35
Centralia	Centralia	62	42½
Mt. Vernon	Mt. Vernon	86	52½

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 4	Collinsville	11	35
Abbey No. 8	Collinsville	11	35
Heintz Bluff	Collinsville	12	35
Lumaghi	Collinsville	12	35
Independent C. Co.	Cantine	15	35
Brookside	Troy	18	35
Troy	Troy	18	35
Somer	Smithboro	58	35

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Crown No. 4	Ogles	9	35
Crown No. 5			
Crown No. 6			

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	35
Branch	Belleville	18	35
Maul	Belleville	15	35
Walnut Valley	Belleville	16	35
Richland	Belleville	17	35
Wilderman	Belleville	18	35
St. Clair	Belleville	19	35
Randall	Freeburg	20	35
Freeburg	Freeburg	22	35
Dutch Hill	New Athens	30	35
New Lenzburg	Lenzburg	34	35
Advance	Marissa	37	35
Eureka	Marissa	38	35
Marissa	Marissa	38	35
O. K. Mine	Marissa	39	35
White Oak	White Oak	40	35
Tilden	Tilden	41	35
Coulterville	Coulterville	47	35
Brown	Pinckneyville	61	35
Greenwood	DuQuoin	71	42½
Horn	DuQuoin	71	42½
Superior	DuQuoin	71	42½
Egyptian	DuQuoin	71	42½
Pope	DuQuoin	71	42½
Perry Co. C. Co.	DuQuoin	71	42½
Sun	DuQuoin	71	42½
Gartside	Harrison	83	52½
Harrison	Harrison	83	52½
Garrison No. 5	Harrison	83	52½
Garrison No. 6	Harrison	83	52½
Scott-Wilson No. 1	Carterville	97	57½
Dawes	Carterville	99	57½
Carterville	Carterville	99	57½
Scott-Wilson No. 2	Lauder	100	57½
Dick's	Lauder	100	57½
Herrin's	Herrin	105	57½
Glen Carbon No. 2	Glen Carbon	13	35
Glen Carbon No. 4	Glen Carbon	13	35
Mt. Olive No. 5	Mt. Olive	43	35
Litchfield	Litchfield	50	35
Divernon No. 6	Divernon	91	35

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Millstadt C. M. Co.	Millstadt	20	35
Boyd Coal Co.	Sparta	53	35
Eden	Sparta	56	35
Roseborough	Roseborough	59	35
Randolph	Percy	63	35
Goalby	Percy	64	35
Little Muddy	Percy	65	35
Willis Coal Co.	Percy	66	35
Dempster & Co.	Oraville	83	52½
Sato Coal Co.	Oraville	83	52½
Murphysboro Big Muddy C. Co.	Oraville	83	52½
Gartside No. 4.	Murphysboro	87	52½
Gartside No. 1.	Murphysboro	89	52½

T., St. L. & K. C. R. R.

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 3.	Edwardsville	19	35
Sorrento	Sorrento	43	35
Coffeen	Coffeen	55	35
Fancher	Fancher	95	52½

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and freight rates applying to East St. Louis, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Penny C. M. Co.	Edwardsville	18	35
Mt. Olive & Staunton C. Co. No. 1.	Staunton	38	35
Staunton No. 7.	Staunton	38	35
Mt. Olive No. 10	Mt. Olive	38	35
Litchfield Mining & Power Co.	Litchfield	50	35
Republic Iron Co.	Springfield	96	40
The Adams C Co.	Springfield	96	40
Citizens Mine No. 1.	Springfield	96	40
Citizens Mine No. 2.	Springfield	96	40
Cantrall Co-Operative Coal Co.	Cantrall	103	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Athens Coal Co....	Athens	106	40
Wabash Coal Co....	Athens	106	40
South Mountain Mining Co.....	Petersburg	112	40

Above exhibit, consisting of six printed pages, is marked "Plaintiff's Exhibit Fraser No. 44."

Plaintiff offers in evidence Information Circular No. 2 of the St. Louis Coal Traffic Bureau, in effect March 20th, 1901, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; St. Louis, Troy & Eastern Railroad; Illinois Central Railroad; The Wabash Railroad; Louisville & Nashville Railroad; Tette Haute & Indianapolis Railroad, (V. T. Malott, Receiver); Mobile & Ohio Railroad; Toledo, St. Louis & Western Railroad.

Information Circular No. 2.

(Canceling Information Circular No. 1, Jan. 4, 1900).

Containing copies of the individual rates charged by the several roads, between the points named herein on bituminous coal, carloads, minimum weights as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect March 20, 1901.

R. M. Fraser, Secretary,
Rooms 404-406, Union Station,
St. Louis, Mo.

St. Louis, Mo., March 28, 1901. File 205.

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield Coal Co.	Litchfield	55	30
Litchfield	Litchfield	55	30
Hillsboro Coal Co.	Hillsboro	66	30
Montgomery Mine	Paisley	76	30
Pana Coal Co.	Pana	95	60
Pana	Pana	95	60

The Wabash Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 3.	Edwardsville	19	30
Home Trade C. Co.	Edwardsville	19	30
Wonderly C. Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden McD	Worden	30	30
Staunton No. 6	Staunton	35	30
Staunton No. 7	Staunton	35	30
Mt. Olive & Staunton C. Co. No. 1.	Staunton	35	30
Mt. Olive No. 8	Mt. Olive	41	30
Mt. Olive No. 10	Mt. Olive	41	30
Mt. Olive No. 5	Mt. Olive	41	30
Litchfield No. 1	Litchfield	49	30
Litchfield M. & P. Co.	Litchfield	49	30
Taylorville C. Co.	Taylorville	82	55
Niantic	Niantic	122	75

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Union	Furmans	11	30
Ruby	Furmans	11	30
Ridge Prairie	Alma	14	30
Alma	Alma	14	30
Taylor	Alma	13	30
Darrow	O'Fallon	17	30
Bennetts	O'Fallon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Sandoval Coal & Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville (95)	166	60
Edinburg C. Co.	Edinburg	184	60

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley C. & M. Co.	Birkners	9	30
Knecht	Birkners	9	30
Summit, B. W. No. 2.	Summit	11	30
Royal B. W. No. 3.	Summit	11	30
L. & N.	Summit	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Reinecke No 2	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Turkey Hill	Rentchler	19	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	45
Brooklyn	Brooklyn	125	45
Equality	Equality	128	45

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Johnson, B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz C. & M. Co.	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1.	Belleville	17	30
Muren Bros. No. 2.	New Baden	30	30
Germantown C. Co.	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	45

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 4	Collinsville	11	30
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lumaghi	Collinsville	12	30
Independent C. Co.	Cantine	15	30
Brookside	Troy	18	30
Troy	Troy	18	30
Smithboro M. & M. Co.	Smithboro	53	30

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Crown No. 4	Ogles	9	30
Crown No. 5			
Crown No. 6			

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	30
Branch	Belleville	18	30
Maul	Belleville	15	30
Walnut Valley	Belleville	16	30
Richland	Belleville	17	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb	New Athens	30	30
New Lenzburg	Lenzburg	34	30
Advance	Marissa	37	30
Eureka	Marissa	38	30
Marissa	Marissa	38	30
Borden	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	42	30
Coulterville	Coulterville	47	30
Brown	Pinckneyville	61	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½
Superior	DuQuoin	71	37½
Egyptian	DuQuoin	71	37½
Jupiter	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry Co. Coal Co.	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Gartside	Harrison	83	47½
Harrison	Harrison	83	47½
Garrison No. 6	Harrison	83	47½
Scott-Wilson No. 1.	Carterville	97	52½
Dawes	Carterville	99	52½
Carterville	Carterville	99	52½
Scott-Wilson No. 2.	Lauder	100	52½
Dick's	Lauder	100	52½
Herrins	Herrin	105	52½
Sunny Side	Herrin	105	52½
Chicago & Carterville	Herrin	105	52½
Glen Carbon No. 2.	Glen Carbon	13	30
Glen Carbon No. 4.	Glen Carbon	13	30
Mt. Olive No. 5.	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Millstadt C. M. Co.	Millstadt	20	30
Boyd Coal Co.	Sparta	53	30
Eden	Sparta	56	30
Rosborough	Rosborough	59	30
Randolph	Percy	63	30
Goalby	Percy	64	30
Little Muddy	Percy	65	30
Willis Coal Co.	Percy	66	30
Murphysboro Big Muddy Coal Co.	Oraville	83	47½
Gartside No. 4.	Murphysboro	87	47½
Gartside No. 1.	Murphysboro	89	47½

T., St. L. & W. R. R

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 8.	Edwardsville	19	30
Sorrento	Sorrento	43	30
Coffeen	Coffeen	55	30

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	29	30
Staunton Coal Co. No. 1	Staunton	35	30
Staunton No. 7 (C. C. C.)	Staunton	35	30
Litchfield Mining & Power Co.	Litchfield	50	30
Republic L & S. Co.	Springfield	96	35
Jones & Adams Coal Co.	Springfield	96	35
Citizens Mine No. 1.	Springfield	96	35

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Citizens Mine No. 2.	Springfield	96	35
Cantrall Co-Operative Coal Co.	Cantrall	103	35
Athens Coal Co....	Athens	106	35
Wabash Coal Co....	Athens	106	35
South Mountain Mining Co.	Petersburg	112	35

ST. LOUIS, TROY & EASTERN R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. C. & C. Co., Mine No. 1....	Donkville	13	..
Donk Bros. No. 2.....	.....	16	..
Donk Bros. No. 3...	Troy	19	..

Above exhibit, consisting of seven (7) printed pages, is marked "Plaintiff's Exhibit Fraser No. 45."

Plaintiff offers in evidence Information Circular No. 3 of the St. Louis Coal Traffic Bureau, in effect December 22nd, 1902, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; The St. Louis, Troy & Eastern Railroad Co.; Illinois Central Railroad; The Wabash Railroad; Louisville & Nashville Railroad; Terre Haute & Indianapolis Railroad Co., (V. T. Malott, Receiver); Mobile & Ohio Railroad.

Information Circular No. 3

(Cancelling Information Circular No. 2, March 20, 1901).

Containing copies of the individual rates charged by the several roads between the points named herein, on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Ill. In effect December 22, 1902.

R. M. Fraser, Secretary,
Rooms 404-406, Union Station,
St. Louis, Mo.

St. Louis, Mo., December 10, 1902. File 205.

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield C. Co.	Litchfield	54	30
Litchfield	Litchfield	54	30
Hillsboro C. Co.	Hillsboro	66	30
Montgomery Mine	Paisley	76	30
Pana Coal Co.	Pana	94	60
Pana	Pana	94	60

The Wabash Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 3.	Edwardsville	19	30
Home Trade C. Co.	Edwardsville	19	30
Wonderly Coal Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden McD.	Worden	30	30
Staunton No. 6.	Staunton	35	30
Staunton No. 7.	Staunton	35	30

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Mt. Olive & Staunton C. Co., No. 1.	Staunton	35	30
Mt. Olive No. 8.	Mt. Olive	41	30
Mt Olive No. 10.	Mt. Olive	41	30
Mt. Olive No. 5.	Mt. Olive	41	30
Litchfield No. 1.	Litchfield	49	30
Litchfield M. & P. Co.	Litchfield	49	30
Taylorville C. Co.	Taylorville	82	55
Niantic	Niantic	122	75

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	30
Ridge Prairie	Carbon	14	30
Taylor	Carbon	16	30
O'Fallon No. 1	O'Fallon	16	30
Bennetts	Lebanon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Sandoval Coal & Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville (95)	166	60
Edinburg Coal Co.	Edinburg	184	60

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley C. & M. Co.	Birkners	9	30
Knecht	Birkners	9	30
Summit, B. W. No. 2	Summit	11	30
Royal, B. W. No. 3.	Summit	11	30
L. & N.	Summit	11	30

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	40
Brooklyn	Brooklyn	125	40
Equality	Equality	128	40
East Side Mine	Equality	128	40

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Johnson, B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz C. & M. Co.	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1.	Belleville	17	30
Muren Bros. No. 2.	New Baden	30	30
Germantown C. Co.	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	40

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 4	Collinsville	11	30
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lamaghi	Collinsville	12	30

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Brookside	Troy	18	30
Troy	Troy	18	30
Smithboro M. & M. Co.	Smithboro	53	30

St. Louis, Belleville & Southern Railroad

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Madison No. 7	Ogles	9	30

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	30
Branch	Belleville	18	30
Maul	Belleville	15	30
Walnut Valley	Belleville	16	30
Hippard	Belleville	16	30
Richland	Belleville	17	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb	New Athens	30	30
New Lenzburg	Lensburg	34	30
Advance	Marissa	37	30
Eureka	Marissa	38	30
Borden	Marissa	38	30
Marissa	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	41	30
Consul	Coulterville	45	30
Coulterville	Coulterville	47	30
Chicago & Coulterville	Coulterville	48	30
Jupiter No. 4	Pinckneyville	61	30
White Walnut	Pinckneyville	62	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½
Jupiter No. 3	DuQuoin	71	37½

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Egyptian	DuQuoin	71	37½
Jupiter No. 1	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry Co. Coal Co.	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Harrison	Harrison	82	47½
Gartside	Murphysboro	83	47½
Mt. Carbon	Mt. Carbon	86	47½
Wilson	Carterville	97	52½
Burr	Carterville	99	52½
Dawes	Carterville	99	52½
Donnelly	Carterville	99	52½
Huron	Carterville	99	52½
Lauder	Lauder	100	52½
Dick	Lauder	100	52½
Sunny Side	Herrin	105	52½
Chicago & Herrin	Herrin	105	52½
Chicago & Carterville	Herrin	106	52½
Herrins No. 7	Herrin	106	52½

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glen Carbon No. 2.	Glen Carbon	13	30
Glen Carbon No. 4.	Glen Carbon	13	30
Mt. Olive No. 5.	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Millstadt C. M. Co.	Millstadt	20	30
Davis & Fulton	Sparta	52	30
Eden	Sparta	56	30
Randolph	Percy	63	30
Goalby	Percy	54	30
Willis C. & M. Co. No. 1	Willisville	66	30
Willis C. & M. Co No. 1	Bryden	80	47½
Gartside No. 4	Murphysboro	87	47½

C. P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	29	30
Staunton Coal Co. No. 1	Staunton	35	30
Staunton No. 7	Staunton	35	30
Litchfield Mining & Power Co.	Litchfield	50	30
Republic I. & S. Co.	Springfield	96	35
Jones & Adams Coal Co.	Springfield	96	35
Citizens Mine No. 1.	Springfield	96	35
Citizens Mine No. 2.	Springfield	96	35
Cantrall Co-Operative Coal Co.	Cantrall	103	45
Athens Coal Co.	Athens	106	45
Wabash Coal Co.	Athens	106	45
South Mountain Mining Co.	Petersburg	112	45
Petersburg Coal & Mining Co.	Petersburg	112	45
Valley Coal Co.	Petersburg	112	45

The St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. Coal & Coke Co., Mine 1.	Donkville	13	30
Donk Bros. Coal & Coke Co. Mine No. 2		16	30
Donk Bros. Coal & Coke Co. Mine No. 3, Troy		19	30

Above exhibit, consisting of seven (7) printed pages, is marked "Plaintiff's Exhibit Fraser No. 46."

Plaintiff offers in evidence Information Circular No. 4 of the St. Louis Coal Traffic Bureau, in effect January 10th, 1903, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; The St. Louis, Troy & Eastern Railroad Co.; Illinois Central Railroad; The Wabash Railroad; Louisville & Nashville Railroad; Terre Haute & Indianapolis Railroad Co., (V. T. Malott, Receiver); Mobile & Ohio Railroad.

Information Circular No. 4.

(Cancelling Information Circular No. 3, December 22, 1902).

Containing copies of the individual rates charged by the several roads between the points named herein, on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois, to East St. Louis, etc., Illinois. In effect January 10, 1903.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, Mo., January 8, 1903. File 205.

C., C., C. & ST. L. RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Gillespie	Gillespie	45	40
Hornsby	Hornsby	50	40
Litchfield Coal Co.	Litchfield	54	40
Litchfield	Litchfield	54	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Hillsboro Coal Co.	Hillsboro	66	40
Montgomery Mine.	Paisley	76	40
Pana Coal Co.	Pana	94	70
Pana	Pana	94	70

The Wabash Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Edwardsville No. 3.	Edwardsville	19	40
Home Trade C. Co.	Edwardsville	19	40
Wonderly Coal Co.	Edwardsville	20	40
Worden No. 12	Worden	30	40
Worden, McD.	Worden	30	40
Staunton No. 6	Staunton	35	40
Staunton No. 7	Staunton	35	40
Mt. Olive & Staunton C. Co. No. 1.	Staunton	35	40
Mt. Olive No. 8.	Mt. Olive	41	40
Mt. Olive No. 10.	Mt. Olive	41	40
Mt Olive No. 5	Mt. Olive	41	40
Litchfield No. 1	Litchfield	49	40
Litchfield M. & P. Co.	Litchfield	49	40
Taylorville C. Co.	Taylorville	82	65
Niantic	Niantic	122	85

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	40
Ridge Prairie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40
Sandoval Coal & Mining Co.	Sandoval	60	47½

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Odin Coal Co.	Odin	63	47½
Salem	Salem	69	47½
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley C. & M. Co.	Birkners	9	40
Knecht	Birkners	9	40
Summit, B. W. No. 2	Summit	11	40
Royal, B. W. No. 3.	Summit	11	40
L & N.	Summit	11	40
Humboldt	Belleville	12	40
Branch No. 2	Belleville	12	40
Massie	Belleville	13	40
Yoch (Highland)	Belleville	13	40
Glendale	Belleville	14	40
Rentchler	Rentchler	19	40
Enterprise	Rentchler	19	40
Mascoutah	Mascoutah	24	40
Nashville	Nashville	48	40
Mt. Vernon	Mt. Vernon	79	50
Brooklyn	Brooklyn	125	50
Equality	Equality	128	50
East Side Mine	Equality	128	50

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Johnson, B. W No. 1	Phoenixville	9	40
Avery	Harmony	11	40
Lenz C. & M. Co.	Harmony	11	40
Oakland	Harmony	11	40
Gartside	Gartside	12	40
Oak Hill	Gartside	12	40
Schureman	Gartside	13	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Rose Hill	Belleville	13	40
Glendale No. 2	Belleville	13	40
Pittsburg	Belleville	15	40
Green Mount	Belleville	15	40
Muren Bros. No. 1.	Belleville	17	40
Muren Bros. No. 2.	New Baden	30	40
Germantown C. Co.	Germantown	39	40
Centralia	Centralia	62	47½
Mt. Vernon	Mt. Vernon	86	50

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 4	Collinsville	11	40
Abbey No. 3	Collinsville	11	40
Heintz Bluff	Collinsville	12	40
Lumaghi	Collinsville	12	40
Brookside	Troy	18	40
Troy	Troy	18	40
Smithboro M. & M. Co.	Smithboro	53	40

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Madison No. 7	Ogles	9	40

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	40
Branch	Belleville	18	40
Maul	Belleville	15	40
Walnut Valley	Belleville	16	40
Hippard	Belleville	16	40
Richland	Belleville	17	40
Wilderman	Belleville	18	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. Clair	Belleville	19	40
Randall	Freeburg	20	40
Freeburg	Freeburg	22	40
Dutch Hill	New Athens	30	40
Kolb	New Athens	30	40
New Lenzburg	Lenzburg	34	40
Advance	Marissa	37	40
Eureka	Marissa	38	40
Borden	Marissa	38	40
Marissa	Marissa	38	40
O. K. Mine	Marissa	39	40
White Oak	White Oak	40	40
Tilden	Tilden	41	40
Crystal	Tilden	41	40
Consul	Coulterville	45	40
Coulterville	Coulterville	47	40
Chicago & Coulterville	Coulterville	48	40
Jupiter No. 4	Pinckneyville	61	40
White Walnut	Pinckneyville	62	40
Greenwood	DuQuoin	71	47½
Horn	DuQuoin	71	47½
Jupiter No. 3	DuQuoin	71	47½
Egyptian	DuQuoin	71	47½
Jupiter No. 1	DuQuoin	71	47½
Pope	DuQuoin	71	47½
Perry Co. Coal Co.	DuQuoin	71	47½
Sun	DuQuoin	71	47½
Harrison	Harrison	82	57½
Gartside	Murphysboro	83	57½
Mt. Carbon	Mt. Carbon	86	57½
Wilson	Carterville	97	62½
Burr	Carterville	99	62½
Dawes	Carterville	99	62½
Donnelly	Carterville	99	62½
Huron	Carterville	99	62½
Lauder	Lauder	100	62½
Dick	Lauder	100	62½
Sunny Side	Herrin	105	62½
Chicago & Herrin	Herrin	105	62½
Chicago & Carterville	Herrin	106	62½
Herrins No. 7	Herrin	106	62½

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glen Carbon No. 2.	Glen Carbon	13	40
Glen Carbon No. 4.	Glen Carbon	13	40
Mt. Olive No. 5	Mt. Olive	43	40
Litchfield	Litchfield	50	40
Divernon No. 6	Divernon	91	40

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Millstadt C. M. Co.	Millstadt	20	40
Davis & Fulton	Sparta	53	40
Eden	Sparta	56	40
Randolph	Percy	63	40
Goalby	Percy	64	40
Willis Coal & Mining Co. No. 1.	Willisville	66	40
Willis Coal & Mining Co. No. 2.	Bryden	80	57½
Gartside No. 4	Murphysboro	87	57½

C. P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens, Donnewald Coal Co.	Worden	29	40
Staunton Coal Co., No. 1	Staunton	35	40
Staunton Coal Co., No. 7	Staunton	35	40
Litchfield M. & P. Co.	Litchfield	50	40
Republic I. & S. Co.	Springfield	96	45
Jones & Adams Coal Co.	Springfield	96	45
Citizens Mine No. 1.	Springfield	96	45
Citizens Mine No. 2.	Springfield	96	45
Cantrall Co-Operative Coal Co.	Cantrall	103	55
Athens Coal Co.	Athens	106	55
Wabash Coal Co.	Athens	106	55
South Mountain Mining Co.	Petersburg	112	55
Petersburg Coal & Mining Co.	Petersburg	112	55
Valley Coal Co.	Petersburg	112	55

The St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. Coal & Coke Co., Mine 1.	Donkville	13	40
Donk Bros.C. & C.Co., Mine No. 2.....	.....	16	40
Donk Bros.C. & C.Co., Mine No. 3.....	Troy	19	40

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; The St. Louis, Troy & Eastern Railroad Co.; Illinois Central Railroad; The Wabash Railroad; Louisville & Nashville Railroad; Terre Haute & Indianapolis Railroad Co., (V. T. Malott, Receiver); Mobile & Ohio Railroad.

Amendment No. 1, to Information Circular No. 4.

Containing copies of the individual rates charged by the several roads between the points named herein, on bituminous coal, carloads, minimum weights as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect May 6, 1903.

R. M. Froser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, Mo., April 29, 1903. File 205.

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens, Donnewald Coal Co.	Worden	29	40
Staunton Coal Co. No. 1	Staunton	35	40
Staunton No. 7	Staunton	35	40
Litchfield Mining & Power Co.	Litchfield	50	40
Republic I. & S. Co.	Springfield	96	45
Jones & Adams Coal Co.	Springfield	96	45
Citizens Mine No. 1.	Springfield	96	45
Citizens Mine No. 2.	Springfield	96	45
Cantrall Co-Operative Coal Co.	Cantrall	103	45
Athens Coal Co.	Athens	106	45
Wabash Coal Co.	Athens	106	45
South Mountain Mining Co.	Petersburg	112	45
Petersburg Coal & Mining Co.	Petersburg	112	45
Valley Coal Co.	Petersburg	112	45

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; The St. Louis, Troy & Eastern Railroad Co., Illinois Central Railroad; The Wabash Railroad; Louisville & Nashville Railroad; Terre Haute & Indianapolis Railroad Co., (V. T. Malott, Receiver); Mobile & Ohio Railroad.

Amendment No. 3, (Cancelling Amendment No. 1) to Information Circular No. 4.

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, car-

loads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect July 20, 1903.

R. M. Fraser, Secretary,
Room 204-206 Union Station,
St. Louis, Mo.

St. Louis, Mo., July 20, 1903. File 205.

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	40
Ridge Prairie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40
Sandoval Coal & Mining Co.	Sandoval	60	40
Odin Coal Co.	Odin	63	40
Salem	Salem	69	40
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens, Donnewald Coal Co.	Worden	29	40
Staunton Coal Co. No. 1	Staunton	35	40
Staunton No. 7	Staunton	35	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Litchfield Mining & Power Co.	Litchfield	50	40
Republic I. & S. Co.	Springfield	96	45
Jones & Adams Coal Co.	Springfield	96	45
Citizens Mine No. 1.	Springfield	96	45
Citizens Mine No. 2.	Springfield	96	45
Cantrall Co-Operative Coal Co.	Cantrall	103	45
Athens Coal Co.	Athens	106	45
Wabash Coal Co.	Athens	106	45
South Mountain Mining Co.	Petersburg	112	45
Petersburg Coal & Mining Co.	Petersburg	112	45
Valley Coal Co.	Petersburg	112	45

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad; Southern Railway (St. Louis-Louisville Lines); Cleveland, Cincinnati, Chicago & St. Louis Railway; St. Louis, Belleville & Southern Railway; Chicago, Peoria & St. Louis Railway Co. of Illinois; The St. Louis, Troy & Eastern Railroad; Illinois Central Railroad; St. Louis & O'Fallon Railway; Louisville & Nashville Railroad; Vandalia Railroad; Litchfield & Madison Railway; The Wabash Railroad; Mobile & Ohio Railroad.

Amendment No. 3, (Includes all changes, cancelling Amendment No. 2) to Information Circular No. 4.

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect January 26, 1905.

R. M. Fraser, Secretary,
314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., January 26, 1905. File 205.

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	40
Ridge Prairie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40
Sandoval Coal & Mining Co.	Sandoval	60	40
Odin Coal Co.	Odin	63	40
Salem	Salem	69	40
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Jones & Adams Coal Co.	Springfield	109	45
Citizens Coal Mining Co., A.	Springfield	109	45
Citizens Coal Mining Co., B.	Springfield	109	45
Wilmington & Springfield C. Co.	Springfield	109	45
The Cora Coal Co.	Cora	116	45
Cantrall Co-Operative Coal Co.	Cantrall	120	45
Athens Mining Co.	Athens	123	45
Wabash Mining Co.	Athens	123	45
Peoples Coal & Mining Co.	Tice	127	45
South Mountain Coal Co.	Petersburg	131	45
Petersburg Coal Mining Co.	Petersburg	131	45
Ensley Coal Co.	Petersburg	131	45

LITCHFIELD & MADISON RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens, Donnewald Coal Co.	Worden	28	40
Consolidated Coal Co. No. 7	Staunton	34	40
Mt. Olive & Staunton C. Co. No. 1.	Staunton	34	40
Mt. Olive & Staunton C. Co. No. 2.	Staunton	34	40
Litchfield Mining & Power Co.	Litchfield	48	40

ST. LOUIS & O'FALLON RAILWAY.

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. L. & O'F. No. 1		8	40
St. L. & O'F. No. 2		9	40

Above exhibit, consisting of thirteen (13) printed pages, is marked "Plaintiff's Exhibit Fraser No. 47."

Plaintiff offers in evidence Information Circular No. 5 of the St. Louis Coal Traffic Bureau, in effect May 1st, 1905, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Chicago, Peoria & St. Louis Railway Co. of Illinois; Cleveland, Cincinnati, Chicago & St. Louis Railway; Illinois Central Railroad; Litchfield & Madison Railway; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & O'Fallon Railway; St. Louis, Belleville & Southern Railway; Southern Railway (St. Louis-Louisville Lines); The Wabash Railroad; The St. Louis, Troy & Eastern Railroad; Vandalia Railroad.

Information Circular No. 5.

(Cancelling Information Circular No. 4, January 10, 1903).

Containing copies of the individual rates charged by the several roads between the points named therein on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect May 1, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Building,
St. Louis, Mo.

St. Louis, Mo., May 9, 1905. File 205-A.

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	30
Ridge Prairie	Carbon	14	30
Carbon	Carbon	14	30
Taylor	Carbon	14	30
O'Fallon No. 1	O'Fallon	17	30
Bennetts	Lebanon	20	30
Trenton, South	Trenton	28	30
Trenton, New	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Buxton	Buxton	42	30
Sandoval Coal & Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Staunton Coal Co.	Livingston	34	30
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Hillsboro Coal Co.	Hillsboro	55	30
Kortkamp Coal Co.	Kortkamp Switch	57	30
Montgomery Mine.	Witt	64	30
Pana Coal Co.	Pana	82	60

C., P. & St. L. Ry. Co. of Illinois.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Jones & Adams Co.	Springfield	109	45
Citizens Coal Mining Co., A.	Springfield	109	45
Citizens Coal Mining Co., B.	Springfield	109	45
Wilmington & Springfield C. Co.	Springfield	109	45
The Cora Coal Co.	Cora	116	45
Cantrall Co-Operative Coal Co.	Cantrall	120	45
Athens Mining Co.	Athens	123	45
Wabash Mining Co.	Athens	123	45
Peoples Coal & Mining Co.	Tice	127	45
South Mountain Coal Co.	Petersburg	131	45
Petersburg Coal Mining Co.	Petersburg	131	45
Ensley Coal Co.	Petersburg	131	45

Litchfield & Madison Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Granite City and Madison, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	30
Edwardsville No. 3.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	28	30
Consolidated Coal Co. No. 7.	Staunton	34	30
Mt. Olive & Staunton C. Co. No. 1.	Staunton	34	30
Mt. Olive & Staunton C. Co., No. 2.	Staunton	34	30
Litchfield Mining & Power Co	Litchfield	48	30

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	30
Walnut Valley	Belleville	16	30
Hippard	Belleville	16	30
Richland	Belleville	17	30
Branch	Belleville	18	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Darmstatter	New Athens	30	30
Kolb No. 1	New Athens	30	30
Kolb No. 3	New Athens	30	30
New Lenzburg	Lenzburg	34	30
Advance	Marissa	37	30
Eureka No. 2	Marissa	38	30
Borders No. 1	Marissa	38	30
Borders No. 2	Marissa	38	30
Eureka No. 1	Marissa	38	30
Marissa	Marissa	38	30
O. K. Mine	Marissa	39	30
Meek	Marissa	40	30
Oak Ridge	Marissa	40	30
Tilden	Tilden	41	30
Crystal	Tilden	41	30
Consul	Coulterville	45	30
Coulterville	Coulterville	47	30
West Muddy	Coulterville	48	30
Winkle	Winkle	53	30
Jupiter No. 4	Pinckneyville	61	30
White Walnut	Pinckneyville	62	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½
Jupiter No. 3	DuQuoin	71	37½
Jupiter No. 1	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Jupiter No. 2	DuQuoin	71	37½
Jupiter No. 5	DuQuoin	71	37½
Diamond	DuQuoin	71	37½
Southern	DuQuoin	71	37½
New Moon	DuQuoin	71	37½
Queen	DuQuoin	71	37½
Equitable	DuQuoin	71	37½
Forester	DuQuoin	71	37½
Harrison	Harrison	82	40
Hallidayboro	Hallidayboro	83	40
Garside	Murphysboro	83	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Chicago-Carbondale.	DeSoto	85	40
Inland C. & W. Co.	DeSoto	85	40
Zeigler	Zeigler	86	40
Mt. Carbon No. 9	Murphysboro	86	40
Mt. Carbon	Murphysboro	86	40
Wilson	Carterville	97	40
Burr A	Carterville	99	40
Burr B	Carterville	99	40
Burr C	Carterville	99	40
Dawes	Carterville	99	40
John	Cambria	100	40
Colp	Cambria	100	40
New Donaly	Cambria	100	40
Lauder	Cambria	100	40
Dick	Cambria	100	40
Sunny Side	Herrin	105	40
Chicago & Herrin	Herrin	105	40
New Ohio No. 3	East Carterville	105	40
C. M. Co.	East Carterville	105	40
Carterville Colliery Co.	East Carterville	105	40
Carterville-Herrin	Herrin	105	40
Chicago & Carterville	Herrin	106	40
Herrin No. 7	Herrin	106	40
Galatia	Galatia	110	40
Johnson-Carterville Coal Co.	Johnston City	112	40
Eldorado Coal Co.	Eldorado	120	40
Eldorado C. & C. Co.	Eldorado	120	40

Rates applying to Madison, Granite City, Venice and East St. Louis Ill., from the following mines:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glen Carbon No. 2.	Glen Carbon	13	30
Glen Carbon No. 4.	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Madison No. 7	Ogles	9	30

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley	Birkners	9	30
Summit	Summit	11	30
Royal	Summit	11	30
Fullerton	Summit	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Beatty	Mascoutah	22	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	35
Brooklyn	Brooklyn	125	35
Equality	Equality	128	35
East Side Mine	Equality	128	35

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Boyd	Sparta	53	30
Eden	Sparta	56	30
Willis Coal & Mining Co. No. 5	Percy	63	30
Willis Coal & Mining Co. No. 6	Percy	64	30
Willis Coal & Mining Co. No. 1	Willisville	66	30
Mo. & Ill.	Willisville	66	30
Willis Coal & Mining Co. No. 2	Bryden	80	40
Gartside No. 4	Murphysboro	87	40
Blair	Murphysboro	87	40

St. Louis & O'Fallon Railway.

List of Coal Mines, Stations and the freight rates applying to East St. Louis:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. L. & O'F. No. 1.....	.....	8	30
St. L. & O'F. No. 2.....	.....	9	30

The St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. C. & C. Co., Mine No. 1....	Donkville	13	30
Donk Bros. C. & C. Co., Mine No. 2..	Maryville	16	40
Donk Bros. C. & C. Co., Mine No. 3..	Troy	19	40

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Avery	Harmony	11	30
Lenz C. & M. Co. No. 1	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1.	Belleville	17	30
Lenz C. & M. Co., No. 2	Shiloh	21	30
Little Oak	Shiloh	21	30
Muren Bros. No. 2..	New Baden	30	30
Germantown C. Co.	Germantown	39	30
Centralia	Centralia	62	35
Mt. Vernon	Mt. Vernon	86	35

VANDALIA R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lumaghi No. 2	Collinsville	12	30
Lumaghi No. 3	Collinsville	12	30
Consolidated No. 17.	Collinsville	12	30
Brookside	Troy	18	30

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Home Trade C. Co.	Edwardsville	21	30
Madison Coal Co.	Edwardsville	21	30
Interstate C. & M. Co.	Worden	30	30
Kerens, Donnewald Coal Co.	Worden	30	30
Consolidated No. 7.	Staunton	35	30
Consolidated No. 6.	Staunton	35	30
Consolidated No. 14.	Staunton	35	30
DeCamp Fuel Co.	Staunton	35	30
Consolidated No. 8.	Mt. Olive	41	30
Consolidated No. 10.	Mt. Olive	41	30
Girard Coal Co.	Litchfield	49	30
Miller Coal Co.	Raymond	60	30
Springfield Mining Co. No. 6.	Taylorville	82	65
Christian Co. C. Co.	Taylorville	82	65
Blue Mound C. Co.	Blue Mound	96	65

Above exhibit, consisting of 8 printed pages, is marked "Plaintiff's Exhibit Fraser No. 48."

Plaintiff offers in evidence Information Circular No. 6 of the St. Louis Coal Traffic Bureau, in effect June 5th, 1905, signed "R. M. Fraser, Chairman;" which Information Circular is in words and figures as follows:

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. Louis Railway; Illinois Central Railway; Litchfield & Madison Railway; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & O'Fallon Railway; St. Louis, Belleville & Southern Railway; Southern Railway (St. Louis-Louisville Lines); The Wabash Railroad; The St. Louis, Troy & Eastern Railroad; Vandaila Railroad.

Information Circular No. 6.
(Cancelling Information Circular No. 5, May 1, 1906).

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect June 5, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Building,
St. Louis, Mo.

St. Louis, Mo., June 3, 1905. File 205-A.

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	25
Ridge Prairie	Carbon	14	25
Carbon	Carbon	14	25
Taylor	Carbon	14	25
O'Fallon No. 1	O'Fallon	17	25
Bennetts	Lebanon	20	25
Trenton, South	Trenton	28	25
Trenton, New	Trenton	28	25
Breese, West	Breese	38	25
Breese, East	Breese	38	25
Buxton	Buxton	42	25
Sandoval Coal & Mining Co.	Sandoval	60	32½
Odin Coal Co.	Odin	63	32½
Salem	Salem	69	32½

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Staunton Coal Co.	Livingston	34	25
Gillespie	Gillespie	45	25
Hornsby	Hornsby	50	25
Hillsboro Coal Co.	Hillsboro	55	25
Kortkamp Coal Co.	Kortkamp Switch	57	25
Montgomery Mine.	Witt	64	25
Pana Coal Co.	Pana	82	60

Litchfield & Madison Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	25
Edwardsville No. 3.	Edwardsville	18	25
Kerens, Donnewald Coal Co.	Worden	28	25
Consolidated Coal Co. No. 7	Staunton	34	25
Mt. Olive & Staunton Coal Co. No. 1.	Staunton	34	25
Mt. Olive & Staunton Coal Co. No. 2.	Staunton	34	25
Litchfield M. & P. Co.	Litchfield	48	25

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	25
Walnut Valley	Belleville	16	25
Hippard	Belleville	16	25
Richland	Belleville	17	25
Branch	Belleville	18	25
Wilderman	Belleville	18	25
St. Clair	Belleville	19	25
Randall	Freeburg	20	25
Freeburg	Freeburg	22	25
Darmstatter	New Athens	30	25

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Kolb No. 1	New Athens	30	25
Kolb No. 3	New Athens	30	25
New Lenzburg	Lenzburg	34	25
Advance	Marissa	37	25
Eureka No. 2	Marissa	38	25
Borders No. 1	Marissa	38	25
Borders No. 2	Marissa	38	25
Eureka No. 1	Marissa	38	25
Marissa	Marissa	38	25
O. K .Mine	Marissa	39	25
Meek	Marissa	40	25
Oak Ridge	Marissa	40	25
Tilden	Tilden	41	25
Crystal	Tilden	41	25
Consel	Coulterville	45	25
Coulterville	Coulterville	47	25
West Muddy	Coulterville	48	25
Winkle	Winkle	53	25
Jupiter No. 4	Pinckneyville	61	25
White Walnut	Pinckneyville	62	25
Greenwood	DuQuoin	71	32½
Horn	DuQuoin	71	32½
Jupiter No. 3	DuQuoin	71	32½
Jupiter No. 1	DuQuoin	71	32½
Pope	DuQuoin	71	32½
Perry	DuQuoin	71	32½
Sun	DuQuoin	71	32½
Jupiter No. 2	DuQuoin	71	32½
Jupiter No. 5	DuQuoin	71	32½
Diamond	DuQuoin	71	32½
Southern	DuQuoin	71	32½
New Moon	DuQuoin	71	32½
Queen	DuQuoin	71	32½
Equitable	DuQuoin	71	32½
Forester	DuQuoin	71	32½
Harrison	Harrison	82	40
Hallidayboro	Hallidayboro	83	40
Gartside	Murphysboro	83	40
Chicago-Carbondale	DeSoto	85	40
Inland C. & W. Co.	DeSoto	85	40
Zeigler	Zeigler	86	40
Mt. Carbon No. 9	Murphysboro	86	40
Mt. Carbon	Murphysboro	86	40
Wilson	Carterville	97	40
Burr A	Carterville	99	40
Burr B	Carterville	99	40
Burr C	Carterville	99	40
Dawes	Carterville	99	40
John	Cambria	100	40
Colp	Cambria	100	40
New Donaly	Cambria	100	40
Lauder	Cambria	100	40
Sunny Side	Herrin	105	40
Chicago & Herrin	Herrin	105	40

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Ohio No. 3...	East Carterville	105	40
C. M. Co.	East Carterville	105	40
Carterville Colliery Co.	East Carterville	105	40
Carterville-Herrin ..	Herrin	105	40
Chicago & Carterville	Herrin	106	40
Herrin No. 7	Herrin	106	40
Galatia	Galatia	110	40
Johnston-Carterville Coal Co.	Johnston City	112	40
Eldorado Coal Co..	Eldorado	120	40
Eldorado C. & C. Co.	Eldorado	120	40

Rates applying to Madison, Granite City, Venice and E. St. Louis, Ill., from the following mines:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glen Carbon No. 2.	Glen Carbon	13	25
Glen Carbon No. 4.	Glen Carbon	13	25
Mt. Olive No. 5	Mt. Olive	43	25
Litchfield	Litchfield	50	25
Divernon No. 6.....	Divernon	91	25

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Madison No. 7	Ogles	9	25

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley	Birkners	9	25
Summit	Summit	11	25
Royal	Summit	11	25
Fullerton	Summit	11	25
Humboldt	Belleville	12	25
Branch No. 2	Belleville	12	25
Massie	Belleville	13	25
Yoch (Highland)...	Belleville	13	25

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glendale	Belleville	14	25
Rentchler	Rentchler	19	25
Enterprise	Rentchler	19	25
Beatty	Mascoutah	22	25
Mascoutah	Mascoutah	24	25
Nashville	Nashville	48	25
Mt. Vernon	Mt. Vernon	79	35
Brooklyn	Brooklyn	125	35
Equality	Equality	128	35
East Side Mine	Equality	128	35

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Boyd	Sparta	53	25
Eden	Sparta	56	25
Willis Coal & Mining Co. No. 5	Percy	63	25
Willis Coal & Mining Co. No. 6	Percy	64	25
Willis Coal & Mining Co. No. 1	Willisville	66	25
Mo. & Ill.	Willisville	66	25
Willis Coal & Mining Co. No. 2	Byrden	80	40
Gartside No. 4	Murphysboro	87	25
Blair	Murphysboro	87	40

St. Louis & O'Fallon Railway.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. L. & O'F. No. 1		8	25
St. L. & O'F. No. 2		9	25

The St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. C. & C. Co., Mine No. 1	Donkville	13	30
Donk Bros. C. & C. Co., Mine No. 2	Maryville	16	40
Donk Bros. C. & C. Co., Mine No. 3	Troy	19	40

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Avery	Harmony	11	25
Lenz Coal & Mining Co. No. 1	Harmony	11	25
Oakland	Harmony	11	25
Gartside	Gartside	12	25
Oak Hill	Gartside	12	25
Schureman	Gartside	13	25
Glendale No. 2	Belleville	13	25
Pittsburg	Belleville	15	25
Green Mount	Belleville	15	25
Muren Bros. No. 1.	Belleville	17	25
Lenz Coal & Mining Co. No. 2.	Shiloh	21	25
Little Oak	Shiloh	21	25
Muren Bros. No. 2.	New Baden	30	25
Germantown C. Co.	Germantown	39	25
Centralia	Centralia	62	25
Mt. Vernon	Mt. Vernon	86	35

Vandalia R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 8.	Collinsville	11	25
Heintz Bluff	Collinsville	12	25
Lumaghi No. 2	Collinsville	12	25
Lumaghi No. 3	Collinsville	12	25
Consolidated No. 17.	Collinsville	12	25
Brookside	Troy	18	25

The Wabash Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Home Trade C. Co.	Edwardsville	21	25
Madison Coal Co.	Edwardsville	21	25
Interstate C. & M. Co.	Worden	30	25
Kerens, Donnewald Coal Co.	Worden	30	25
Consolidated No. 7.	Staunton	35	25

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Consolidated No. 6.	Staunton	35	25
Consolidated No. 14.	Staunton	35	25
DeCamp Fuel Co.	Staunton	35	25
Consolidated No. 8.	Mt. Olive	41	25
Girard Coal Co.	Litchfield	49	25
Miller Coal Co.	Raymond	60	25
Springfield Mining Co. No. 6	Taylorville	82	65
Christian Co. C. Co.	Taylorville	82	65
Blue Mound C. Co.	Blue Mound	96	65

Amendment No. 1, to Information Circular No. 6.

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect June 19, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., June 30, 1905. File 205-A.

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Harrison	Harrison	82	35
Hallidayboro	Hallidayboro	83	35
Gartside	Murphysboro	83	35
Chicago-Carbondale.	DeSoto	85	35
Inland C & W. Co.	DeSoto	85	35
Zeigler	Zeigler	86	35
Mt. Carbon No. 9.	Murphysboro	86	35
Mt. Carbon	Murphysboro	86	35
Wilson	Carterville	97	35
Burr A	Carterville	99	35
Burr B	Carterville	99	35
Burr C	Carterville	99	35
Dawes	Carterville	99	35

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
John	Cambria	100	35
Colp	Cambria	100	35
New Conaly	Cambria	100	35
Lauder	Cambria	100	35
Dick	Cambria	100	35
Sunny Side	Herrin	105	35
Chicago & Herrin	Herrin	105	35
New Ohio No. 3	East Carterville	105	35
C. M. Co.	East Carterville	105	35
Carterville Colliery Co.	East Carterville	105	35
Carterville-Herrin	Herrin	105	35
Chicago & Carterville	Herrin	106	35
Herrin No. 7	Herrin	106	35
Galatia	Galatia	110	35
Johnston-Carterville Coal Co.	Johnston City	112	35
Eldorado Coal Co.	Eldorado	120	35
Eldorado C. & C. Co.	Eldorado	120	35

Amendment No. 2, (Includes all Changes Canceling Amendment No. 1) to Information Circular No. 6.

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect September 1, 1905.

R. M. Fraser, Secretary,
Rooms, 314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., September 12, 1905. File 205-A.

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Harrison	Harrison	82	35
Hallidayboro	Hallidayboro	83	35
Gartside	Murphysboro	83	35
Chicago-Carbondale	DeSoto	85	35

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Inland C. & W. Co.	DeSoto	85	35
Zeigler	Zeigler	86	35
Mt. Carbon No. 9	Murphysboro	86	35
Mt. Carbon	Murphysboro	86	35
Wilson	Carterville	97	35
Burr A	Carterville	99	35
Burr B	Carterville	99	35
Burr C	Carterville	99	35
John	Cambria	100	35
Colp	Cambria	100	35
New Donaly	Cambria	100	35
Lauder	Cambria	100	35
Dick	Cambria	100	35
Sunny Side	Herrin	105	35
Chicago & Herrin	Herrin	105	35
New Ohio No. 8	East Carterville	105	35
C. M. Co.	East Carterville	105	35
Carterville Colliery Co.	East Carterville	105	35
Carterville-Herrin	Herrin	106	35
Chicago & Carterville	Herrin	106	35
Herrin No 7	Herrin	106	35
Galatia	Galatia	110	35
Johnston-Carterville Coal Co.	Johnston City	112	35
Eldorado Coal Co.	Eldorado	120	35
Eldorado C. & C. Co.	Eldorado	120	35

C. & E. I. R. R. (Frisco System)

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Staunton Coal Co.	Livingston	34	25
Dering Coal Co., Mine No. 25	Witt	64	25

East St. Louis & Suburban Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Prairie		11	25
St. Ellen		12	25

St. Louis & Belleville Electric Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Suburban		6	25
Superior		7	25
Avery		7	25
Lenz. No. 1		8	25

Above exhibit, consisting of eleven printed pages, is marked "Plaintiff's Exhibit Fraser No. 49."

Plaintiff offers in evidence Information Circular No. 7 of the St. Louis Coal Traffic Bureau, in effect February 1st, 1906, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad; St. Louis & Belleville Electric Railway; Chicago & Eastern Illinois R. R. (Frisco System); St. Louis & O'Fallon Railway; Cleveland, Cincinnati, Chicago & St. Louis Ry.; St. Louis, Belleville & Southern Railway; East St. Louis & Suburban Ry.; St. Louis, Iron Mountain & Southern Ry. (Illinois Division); Illinois Central Railroad; St. Louis, Troy & Eastern Railroad; Litchfield & Madison Railway; Southern Railway (St. Louis-Louisville Lines); Louisville & Nashville Railroad; Vandalia Railroad; Mobile & Ohio Railroad; Wabash Railroad.

Information Circular No. 7.

(Cancelling Information Circular No. 6, June 5, 1905).

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road,

from mines in the State of Illinois to East St. Louis, etc., Illinois. In effect February 1, 1906.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Building,
St. Louis, Mo.

St. Louis, Mo., January 24, 1906.

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Ruby	Furmans	11	25
Ridge Prairie	Carbon	14	25
Carbon	Carbon	14	25
Taylor	Carbon	14	25
Darrow	O'Fallon	17	25
Bennetts	Lebanon	20	25
Trenton, South	Trenton	28	25
Trenton, New	Trenton	28	25
Breese, West	Breese	38	25
Breese, East	Breese	38	25
Buxton	Buxton	42	25
Sandoval Coal & Mining Co.	Sandoval	60	32½
Odin Coal Co.	Odin	63	32½
Salem	Salem	60	32½

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Staunton Coal Co.	Livingston	34	25
Gillespie	Gillespie	45	25
Hornsby	Hornsby	50	25
Hillsboro C. Co.	Hillsboro	55	25
Kortkamp C. Co.	Kortkamp Switch	57	25
Montgomery Mine.	Witt	64	25
Pana Coal Co.	Pana	82	60

C. & E. I. R. R. (Frisco System)

List of Coal Mines, Stations and the freight rates applying to East St. Louis:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
New Staunton Coal Co.	Livingston	34	25
Dering Coal Co., Mine No. 25	Witt	64	25

East St. Louis & Suburban Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Prairie		11	25
St. Ellen		12	25

Litchfield & Madison Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Henrietta Coal Co.	Edwardsville	18	25
Edwardsville No. 3.	Edwardsville	18	25
Kerens, Donnewald Coal Co.	Worden	28	25
Consolidated Coal Co. No. 7	Staunton	34	25
Mt. Olive & Staunton C. Co. No. 1.	Staunton	34	25
Mt. Olive & Staunton C. Co. No. 2.	Staunton	34	25
Illinois Colleries Co.	Litchfield	48	25

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Valley	Birkners	9	25
Summit	Summit	11	25
Royal	Summit	11	25
Fullerton	Summit	11	25

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Humboldt	Belleville	12	25
Branch No. 2	Belleville	12	25
Massie	Belleville	13	25
Yoch (Highland)	Belleville	13	25
Glendale	Belleville	14	25
Rentchler	Rentchler	19	25
Enterprise	Rentchler	19	25
Beatty	Mascoutah	22	25
Mascoutah	Mascoutah	24	25
Nashville	Nashville	48	25
Mt. Vernon	Mt. Vernon	79	35
Eldorado	Eldorado	122	35
Grayson	Grayson	123	35
Brooklyn	Brookiyn	125	35
Equality	Equality	128	35
East Side Mine	Equality	128	35

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Millstadt	Millstadt	20	25
Boyd	Sparta	53	25
Eden	Sparta	56	25
Willis Coal & Mining Co. No. 5	Percy	63	25
Willis Coal & Mining Co. No. 3	Percy	64	25
Willis Coal & Mining Co. No. 1	Willisville	66	25
Mo. & Ill.	Willisville	66	25
Willis Coal & Mining Co. No. 2	Bryden	80	40
Gartside No. 4	Murphysboro	87	40
Blair	Murphysboro	87	40

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Murphy	Belleville	16	25
Walnut Valley	Belleville	16	25
Hippard	Belleville	16	25
Richland	Belleville	17	25
Branch	Belleville	18	25
Wilderman	Belleville	18	25
St. Clair	Belleville	19	25
Randall	Freeburg	80	25

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Freeburg	Freeburg	22	25
Darmstatter	New Athens	30	25
Vinegar Hill	New Athens	30	25
Fairbanks	New Athens	30	25
New Lenzburg	Lenzburg	34	25
Advance	Marissa	37	25
Eureka No. 2	Marissa	38	25
Borders No. 1	Marissa	38	25
Borders No. 2	Marissa	38	25
Eureka No. 1	Marissa	38	25
Marissa	Marissa	38	25
O. K. Mine	Marissa	39	25
Meek	Marissa	40	25
Oak Ridge	Marissa	40	25
Tilden	Tilden	41	25
Crystal	Tilden	41	25
Consul	Coulterville	45	25
Coulterville	Coulterville	47	25
Vulcan	Coulterville	48	25
Bald Eagle	Winkle	53	25
White Walnut	Pinckneyville	62	25
Greenwood	DuQuoin	71	32½
Horn	DuQuoin	71	32½
Miller-Horn C. Co.	DuQuoin	71	32½
Jupiter No. 1	DuQuoin	71	32½
Pope	DuQuoin	71	32½
Perry	DuQuoin	71	32½
Sun	DuQuoin	71	32½
Jupiter No. 2	DuQuoin	71	32½
Jupiter No. 5	DuQuoin	71	32½
Diamond	DuQuoin	71	32½
Madill	DuQuoin	71	32½
New Moon	DuQuoin	71	32½
Queen	DuQuoin	71	32½
Majestic	DuQuoin	71	32½
Paradise	DuQuoin	71	32½
Harrison	Harison	82	35
Hallidayboro	Hallidayboro	83	35
Gartside	Murphysboro	83	35
Chicago-Carbondale	Ward	85	35
Inland C. & W. Co.	DeSoto	85	35
Zeigler	Zeigler	86	35
Mt. Carbon	Murphysboro	86	35
Big Muddy No. 9	Murphysboro	86	35
Benton	Benton	92	35
Wilson	Carterville	97	35
Burr A	Carterville	99	35
Burr B	Carterville	99	35
Burr C	Carterville	99	35
Dawes	Carterville	99	35
John	Cambria	100	35
Colp	Cambria	100	35
New Donaly	Cambria	100	35
Lauder	Cambria	100	35
Dick	Cambria	100	35

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Sunny Side	Herrin	105	35
Chicago Herrin	Herrin	105	35
New Ohio No. 3	East Carterville	105	35
C. M. Co. No. 1	East Carterville	105	35
C. M. Co. No. 2	East Carterville	105	35
Carterville & Herrin	Herrin	105	35
Chicago & Carterville	Herrin	106	35
Herrin No. 7	Herrin	106	35
Galatia	Galatia	110	35
Johnson City-Carterville C. Co.	Johnston City	112	35
Eldorado Coal Co.	Eldorado	120	35
Eldorado C. & C. Co.	Eldorado	120	35

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Glen Carbon No. 2.	Glen Carbon	13	25
Glen Carbon No. 4.	Glen Carbon	13	25
Mt. Olive No. 5	Mt. Olive	43	25
Litchfield	Litchfield	50	25
Divernon No. 6	Divernon	91	25

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Madison No. 7	Ogles	9	25

St. Louis & Belleville Electric Ry.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Suburban		6	25
Superior		7	25
Southern C. & M. Co. No. 1		7	25
Southern C. & M. Co. No. 2		8	25

St. Louis & O'Fallon Railway.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. L. & O'F. No. 1		8	25
St. L. & O'F. No. 2		9	25

St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Donk Bros. C. & C. Co., Mine No. 1	Donkville	13	30
Donk Bros. C. & C. Co., Mine No. 2	Maryville	16	40
Donk Bros. C. & C. Co., Mine No. 3	Troy	19	40

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Southern C. & M. Co. No. 1	Harmony	11	25
Southern C. & M. Co. No. 2	Harmony	11	25
Southern C. & M. Co. No. 3	Harmony	11	25
Gartside	Gartside	12	25
Southern C. & M. Co. No. 4	Gartside	12	25
Schureman	Gartside	13	25
Southern C. & M. Co. No. 5	Belleville	13	25
Pittsburg	Belleville	15	25
Green Mount	Belleville	15	25
Southern C. & M. Co. No. 6	Belleville	17	25
Southern C. & M. Co. No. 7	Shiloh	21	25
Southern C. & M. Co. No. 8	Shiloh	21	25
Southern C. & M. Co. No. 9	New Baden	30	25
Southern C. & M. Co. No. 10	Germantown	39	25
Centralia	Centralia	62	35
Mt. Vernon	Mt. Vernon	86	35

St. Louis, Iron Mountain & Southern Ry. (Illinois Division).

List of Coal Mines, Stations and the freight rates applying to Bixby and East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Schmidgal Coal Co.	Murphysboro	99	35
W. C. & M. Co.	Bush	113	35
Clifford No. 8	Clifford	115	35
Zeigler Coal Co.	Zeigler	119	35
Squirrel Bridge	Herrin	120	35
St. Louis & Carterville Coal Co.	Herrin	120	35
Herrin No. 7	Herrin	120	35

Coal Belt Ry. Division.

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
St. L. & Carterville Co.	Herrin	123	35
Watson Coal Co.	Pollard	130	35
Peabody Coal Co.	Pollard	130	35
Chicago & Big Muddy C. & C. Co. No. 5.	Pollard	130	35
Carterville District C. Co. No. 1.	Pollard	130	35
Carterville Mining Co. No. 1.	Carterville	132	35
Carterville Colliery Co. No. 2	Carterville	132	35
Wilson Washery Co. No. 1	Carterville	132	35
New Ohio Washed Coal Co.	Carterville	132	35
Hampton Coal Co.	Carterville	132	35

Vandalia R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Abbey No. 3	Collinsville	11	25
Heintz Bluff	Collinsville	12	25
Lumaghi No. 2	Collinsville	12	25
Lumaghi No. 3	Collinsville	12	25
Consolidated No. 17.	Collinsville	12	25
Brookside	Troy	18	25

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Home Trade C. Co.	Edwardsville	21	25
Madison Coal Co.	Edwardsville	21	25
R. & T. Coal Co.	Worden	30	25
Kerens-Donnewald Coal Co.	Worden	30	25
Consolidated No. 7.	Staunton	35	25
Consolidated No. 6.	Staunton	35	25
Consolidated No. 14.	Staunton	35	25
DeCamp Fuel Co.	Staunton	35	25
Consolidated No. 5.	Mt. Olive	41	25
Consolidated No. 10.	Mt. Olive	41	25
Consolidated No. 15.	Mt. Olive	41	25
Ill. Colliers Co.	Litchfield	49	25
Miller Coal Co.	Raymond	60	25
Springfield Mining Co. No. 6	Taylorsville	82	65
Christian Co. C. Co.	Taylorsville	82	65
Stonington C. Co.	Stonington	90	65
Blue Mound C. Co.	Blue Mound	96	65

Above exhibit, consisting of seven (7) printed pages, is marked "Plaintiff's Exhibit Fraser No. 50."

Plaintiff offers in evidence Information Circular No. 8 of the St. Louis Coal Traffic Bureau, in effect June 15, 1906, signed "R. M. Fraser, Secretary;" which Information Circular is in words and figures as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad; Chicago & Eastern Illinois R. R. (Frisco System); Cleveland, Cincinnati, Chicago & St. Louis Railway; East St. Louis & Suburban Railway; Illinois Central Railroad; Litchfield & Madison Railway; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Ry.; St. Louis & O'Fallon Railway; St. Louis, Belleville & Southern Railway; St. Louis, Iron Mountain &

Southern Ry. (Illinois Division); St. Louis, Troy & Eastern Railroad; Southern Railway (St. Louis-Louisville Lines); Vandalia Railroad; Wabash Railroad.

Information Circular No. 8.

(Cancelling Information Circular No. 7, January 24, 1906).

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road, from mines in the State of Illinois to East St. Louis, etc., Illinois, and St. Louis, Missouri. In effect June 15, 1906.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., May 28, 1906. File 205-A.

B. & O. S. W. R. R.

List of Coal Mines, Stations and freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Ruby	Furmans	11	40	60
Ridge Prairie	Carbon	14	40	60
Carbon	Carbon	14	40	60
Taylor	Carbon	14	40	60
Darrow	O'Fallon	17	40	60
Bennetts	Lebanon	20	40	60
Trenton, South	Trenton	28	40	60
Trenton, North	Trenton	28	40	60
Breese, West	Breese	38	40	60
Breese, New	Breese	38	40	60
Breese, East	Breese	38	40	60
Buxton	Buxton	42	40	60
Sandoval Coal and Mining Co.	Sandoval	60	47½	67½
Odin Coal Co.	Odin	63	47½	67½
Salem	Salem	60	47½	67½

C., C., C. & St. L. Ry.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO— East St. Louis, Ill.	St. Louis, Mo.
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in cents.	
New Staunton Co.	Livingston	34	40	60
Gillespie	Gillespie	45	40	60
Hillsboro Coal Co.	Hillsboro	55	40	60
Kortkamp Coal Co.	Kortkamp Switch.	57	40	60
Deering Coal Co.	Witt	64	40	60
Pana Coal Co.	Pana	82	55	75
Century Coal Co.	Tower Hill	89	55	75

C. & E. I. R. R. (Frisco System).

List of Coal Mines, Stations and the freight rates

—FROM—			—TO— East St. Louis, Ill.	St. Louis, Mo.
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in cents.	
New Staunton Co.	Livingston	34	40	60
Dering Coal Co. Mine No. 25	Witt	64	40	60
Hillsboro Coal Co.	Hillsboro	66	40	60

East St. Louis & Suburban Ry.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO— East St. Louis, Ill.	St. Louis, Mo.
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in cents.	
Prairie		11	40	60
St. Ellen		12	40	60

Litchfield & Madison Ry.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO— E. St. Louis, Granite City, Madison, Ill.	St. Louis, Mo.
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Per Ton of 2,000 lbs. in cents.	
Henrietta C. Co.	Edwardsville	18	40	60
Edwardsville No. 3.	Edwardsville	18	40	60
Kerens, Donnewald Coal Co.	Worden	28	40	60
Consolidated Coal Co. No. 7	Staunton	34	40	60
Mt. Olive & Staunton C. Co. No. 1.	Staunton	34	40	60
Mt. Olive & Staunton C. Co. No. 2.	Staunton	34	40	60
Ill. Colleries Co.	Litchfield	48	40	60

L. & N. R. R.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, Venice, Madison, Granite City, E. Carondelet, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Valley	Birkners	9	40	60
Summit	Summit	11	40	60
Royal	Summit	11	40	60
Fullerton	Summit	11	40	60
Humboldt	Belleville	12	40	60
Branch No. 2	Belleville	12	40	60
Massie	Belleville	13	40	60
Yoch (Highland)	Belleville	13	40	60
Glendale	Belleville	14	40	60
Rentchler	Rentchler	19	40	60
Enterprise	Rentchler	19	40	60
Beatty	Mascoutah	22	40	60
Mascoutah	Mascoutah	24	40	60
Nashville	Nashville	48	40	60
Mt. Vernon	Mt. Vernon	79	47½	67½
Eldorado	Eldorado	122	47½	67½
Grayson	Grayson	123	47½	67½
Brooklyn	Brooklyn	125	47½	67½
Equality	Equality	128	47½	67½
East Side Mine	Equality	128	47½	67½

Illinois Central Railroad.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, E. Carondelet, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Murphy	Belleville	16	40	60
Walnut Valley	Belleville	16	40	60
Hippard	Belleville	16	40	60
Richland	Belleville	17	40	60
Branch	Belleville	18	40	60
Wilderman	Belleville	18	40	60
St. Clair	Belleville	19	40	60
Randall	Freeburg	20	40	60
Freeburg	Freeburg	22	40	60
Mulberry Hill	Freeburg	22	40	60
Darmstatter	New Athens	30	40	60
Vinegar Hill	New Athens	30	40	60
Fairbanks	New Athens	30	40	60
New Lenzburg	Lenzburg	34	40	60
Advance	Marissa	37	40	60
Eureka No. 2	Marissa	38	40	60

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, E. Carondelet, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Borders No. 1	Marissa	38	40	60
Borders No. 2	Marissa	38	40	60
Eureka No. 1	Marissa	38	40	60
Marissa	Marissa	38	40	60
O. K. Mine	Marissa	39	40	60
Meek	Marissa	40	40	60
Oak Ridge	Marissa	40	40	60
Tilden	Tilden	41	40	60
Crystal	Tilden	41	40	60
Consul	Coulterville	45	40	60
Coulterville	Coulterville	47	40	60
Vulcan	Coulterville	48	40	60
Bald Eagle	Winkle	53	40	60
White Walnut	Pinckneyville	62	40	60
Greenwood	Du Quoin	71	45	65
Brilliant	Du Quoin	71	45	65
Du Quoin Coal Co.	Du Quoin	71	45	65
Jupiter No. 1	Du Quoin	71	45	65
Pope	Du Quoin	71	45	65
Perry	Du Quoin	71	45	65
Sun	Du Quoin	71	45	65
Imperial	Du Quoin	71	45	65
Jupiter No. 5	Du Quoin	71	45	65
Diamond	Du Quoin	71	45	65
Madill	Du Quoin	71	45	65
New Moon	Du Quoin	71	45	65
Queen	Du Quoin	71	45	65
Majestic	Du Quoin	71	45	65
Paradise	Paradise	71	45	65
Harrison	Harrison	82	52½	72½
Gartside	Murphysboro	83	52½	72½
Big Muddy No. 6	Murphysboro	86	52½	72½
Big Muddy No. 9	Murphysboro	86	52½	72½
Hallidayboro	Hallidayboro	83	55	75
Chicago & Carbondale	Ward	85	55	75
Inland C. & W. Co.	De Soto	85	55	75
Peacock Coal Co.	De Soto	85	55	75
Zeigler	Zeigler	86	55	75
Benton	Benton	92	55	75
Hafer No. 1	Carterville	97	55	75
Burr A	Carterville	99	55	75
Burr C	Carterville	99	55	75
Dawes	Carterville	99	55	75
John	Cambria	100	55	75
Colp	Cambria	100	55	75
New Donaly	Cambria	100	55	75
C. M. Co. No. 8	Cambria	100	55	75
Dick	Cambria	100	55	75
Sunny Side	Herrin	105	55	75
Chicago Herrin	Herrin	105	55	75
Hafer No. 3	E. Carterville	105	55	75
C. M. Co. No. 1	E. Carterville	105	55	75

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, E. Carondelet, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
C. M. Co. No. 2	E. Carterville	105	55	75
Carterville & Herrin	Herrin	105	55	75
Chicago & Carterville	Herrin	106	55	75
Big Muddy No. 7	Herrin	106	55	75
Galatia	Galatia	110	55	75
Johnston City-Carterville Coal Co.	Johnston City	112	55	75
O'Gara No. 8	Eldorado	120	55	75
O'Gara No. 10	Eldorado	120	55	75

From the following mines

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	Madison, Granite City, Venice and E. St. L., Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Madison No. 2	Glen Carbon	13	40	60
Madison No. 4	Glen Carbon	13	40	60
Madison No. 5	Mt. Olive	43	40	60
Litchfield	Litchfield	50	40	60
Madison No. 6	Divernon	91	55	75

Mobile & Ohio R. R.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Millstadt	Millstadt	20	40	60
Boyd	Sparta	53	40	60
Eden	Sparta	56	40	60
Willis C. & M. Co. No. 5	Percy	63	40	60
Willis C. & M. Co. No. 6	Percy	64	40	60
Willis C. & M. Co. No. 1	Willisville	66	40	60
Mo. & Ill.	Willisville	66	40	60
Willis C. & M. Co. No. 2	Bryden	80	52½	72½
Gartside No. 4	Murphysboro	87	52½	72½
Blair	Murphysboro	87	52½	72½

St. Louis, Belleville & Southern Ry.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Madison No. 7 (Crown Mine)	...Ogles	9	40	60

St. Louis & Bellevill Electric Railway.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Suburban	.....	6	40	60
Superior	.....	7	40	60
Southern C. & M. Co. No. 1	.....	7	40	60
Southern C. & M. Co. No. 2.....	.....	8	40	60

St. Louis & O'Fallon Railway.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
St. L. & O'F. No. 1.....	.....	8	40	..
St. L. & O'F. No. 2.....	.....	9	40	..

The St. Louis, Troy & Eastern R. R. Co.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, Venice, Madison, Granite City, E. Carondelet, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Donk Bros. C. & C. Co. Mine No. 1...	Donkville	13	40	60
Donk Bros. C. & C. Co., Mine No. 2...	Maryville	16	40	60
Donk Bros. C. & C. Co., Mine No. 3...	Troy	19	40	60

Southern Railway (St. Louis-Louisville Lines).

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, Granite City, Madison, Venice, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Southern C. & M. Co. No. 1	Harmony	11	40	60
Southern C. & M. Co. No. 2	Harmony	11	40	60
Southern C. & M. Co. No. 3	Harmony	11	40	60
Gartside	Gartside	12	40	60
Southern C. & M. Co. No. 4	Gartside	12	40	60
Schureman	Gartside	13	40	60
Southern C. & M. Co. No. 5	Belleville	13	40	60
Pittsburg	Belleville	15	40	60
Green Mount	Belleville	15	40	60
Southern C. & M. Co. No. 6	Belleville	17	40	60
Southern C. & M. Co. No. 7	Shiloh	21	40	60
Southern C. & M. Co. No. 8	Shiloh	21	40	60
Southern C. & M. Co. No. 9	New Baden	30	40	60
Southern C. & M. Co. No. 10	Germantown	39	40	60
Centralia	Centralia	62	47½	67½
Mt. Vernon	Mt. Vernon	86	47½	67½

Vandalia R. R.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, Granite City, Madison, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Abbey No. 3	Collinsville	11	40	60
Heintz Bluff	Collinsville	12	40	60
Lumaghi No. 2	Collinsville	12	40	60
Lumaghi No. 3	Collinsville	12	40	60
Consolidated No. 17	Collinsville	12	40	60
Brookside	Troy	18	40	60

St. Louis, Iron Mountain & Southern Ry.
(Illinois Division).

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	E. St. Louis, Bixby, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Schmidgal C. Co.	Murphysboro	99	52½	72½
W. C. & M. Co.	Bush	113	55	75
Clifford No. 8	Clifford	115	55	75
Ziegler Coal Co.	Zeigler Jct.	119	55	75
Squirrel Bridge	Herrin	120	55	75
St. Louis & Carterville Coal Co.	Herrin	120	55	75
Herrin No. 7	Herrin	120	55	75

Coal Belt Ry. Division.

St. Louis & Carterville Coal Co.	Herrin	123	55	75
Watson Coal Co. No. 1	Pollard	130	55	75
Watson Coal Co. No. 2	Pollard	130	55	75
Peabody Coal Co. No. 3	Pollard	130	55	75
Chicago & Big Muddy C. & C. Co. No. 5.	Pollard	130	55	75
Carterville District Coal Co. No. 1	Pollard	130	55	75
Carterville Mining Co. No. 1	Carterville	132	55	75
Carterville Colliery Co. No. 2	Carterville	132	55	75
Wilson Washery Co. No. 1	Carterville	132	55	75
Hafer Washed Coal Co. No. 3	Carterville	132	55	75
Hampton Coal Co.	Carterville	132	55	75

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates

—FROM—			—TO—	
Name of Mine.	Stations at or near which located.	Distance in miles from E. St. L.	East St. Louis, Ill. Per Ton of 2,000 lbs. in cents.	St. Louis, Mo.
Home Trade C. Co.	Edwardsville	21	40	60
Madison Coal Co.	Edwardsville	21	40	60
R. & T. C. Co.	Worden	30	40	60
Kerens-Donnewald Coal Co.	Worden	30	40	60
Consolidated No. 7.	Staunton	35	40	60
Consolidated No. 6.	Staunton	35	40	60
Consolidated No. 14.	Staunton	35	40	60
DeCamp Fuel Co.	Staunton	35	40	60
Consolidated No. 8.	Mt. Olive	41	40	60
Consolidated No. 10.	Mt. Olive	41	40	60
Consolidated No. 15.	Mt. Olive	41	40	60
Ill. Colliers Co.	Litchfield	49	40	60
Miller Coal Co.	Raymond	60	40	60
Springfield Mining Co. No. 6	Taylorville	82	65	85
Christian Co. C. Co.	Taylorville	82	65	85
Stonington C. Co.	Stonington	90	65	85
Blue Mound C. Co.	Blue Mound	96	65	85

Above exhibit, consisting of eight printed pages, is marked "Plaintiff's Exhibit Fraser No. 51."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., January 24th, 1900.

Chairman called attention to C. F. A. Information No. 1927, authorizing rates on plaster, etc., C. L., on basis 83.33% of sixth class rates, stating that he had written Secretary Fulton to ascertain if the C. & O. R. Committee would advance their rates in accordance with Information No. 1932, and received reply to the effect that they had decided not to advance rates to basis named, and it was

"Resolved, That the roads members of this Committee individually advise that no change will be made in the rates on this traffic, named in this Committee's Tariff I. C. C. No. B-18."

Chairman stated that on receipt of Information Circular No. 1932 C. F. A., he had written the Secretary of the Chicago & Ohio River Committee to ascertain if that Committee's Through Freight Rates No. 41 would be amended in line with the above-named Information, and received reply that articles taking packing-house products rates would be amended in accordance with Information No. 1932, except as to bulk meats, which would continue at minimum weight of 28,000 lbs., and in view of same it was

"Resolved, That the roads, members of this Committee, individually advise that, effective on legal notice, Joint Freight Tariff I. C. C. No. B-18 be amended so that list of articles taking packing-house product rates will be the same as authorized by C. F. A. Information No. 1932 and Amendment No. 1954, also including bulk meats at minimum 28,000 lbs., and further that Joint Proportional Tariff I. C. C. No. B-17 be amended authorizing minimum weight on bulk meats, C. L., 28,000 lbs.; and it is further,

Resolved, That, as the following articles, viz.: Oils, corn, lard, red and tanners, are not now included in C. F. A. Information No. 1932, they be also eliminated from Note 3, page 4, under Articles taking packing-house products rates, and be included in the tariff, under separate heading, rate 12 cents per 100 lbs., C. L., minimum weight 30,000 lbs., in line with rates on same traffic between Chicago, Cincinnati, Louisville, etc."

Record shows resolution fixing minimum weights on oil, except petroleum, and Joint Freight Tariff I. C. C. No. B-18 amended to conform to the change in minimum weights, except on petroleum.

Record shows the following telegram from Mr. Connelly was submitted: "Your I. C. C. B seventeen shows proportional rate eight cents flour East St. Louis to Madison, Ind. Please cancel this rate, as we do not understand

it is proper to carry this rate in your tariff." The Chairman stated that he was unable to locate authority for rate to Madison, Ind., being carried in tariff, other than it was checked in at general check September 9th, 1897, when the first Joint Freight Tariff of this Committee was issued; and it was, therefore,

"Resolved, That the roads, members of this Committee, individually instruct that, effective on legal notice, rate of 8 cents per 100 lbs. on flour, C. L., named in Joint Proportional Tariff I. C. C. No. B-17, East St. Louis, to Madison, Ind., be cancelled, and Tariff amended accordingly.

A resolution was adopted declaring that the roads, members of this Committee, instruct that Tariffs I. C. C. B-17 and 18 be amended, effective on legal notice, so as to provide that the long and short haul clause shall be made inoperative, so far as it affects rates to and from I. C. R. R. stations south of the Ohio River."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 52."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in Cincinnati, Ohio, February 28th, 1900.

The Chairman called attention to conference meeting with the C. & O. R. Committee, Indianapolis, February 21st, at which the roads, members of this Committee, were represented as follows:

B. & O. S. W. R. R., A. Fries and T. J. Cook; C. C. C. & St. L., W. D. Holliday, H. F. Frost, R. P. Buchanan, and H. C. Bell; C. H. & D. Ry., A. H. McLeod, E. J. Hutchinson; I. D. & W. Ry., J. S. Lazarus; L. H. & St. L. Ry., L. J. Irwin, P. C. C. & St. L. Ry., G. W. Davis and M. S. Connelly; T. H. & I. R. R., G. L. Stevens.

The object of the conference was the revision of commodity rates in effect by either or both committees. The action taken is shown on page 4 of this exhibit.

The following resolution was adopted: "Resolved, That it is impracticable to make any change, at this time, in the rate on whiskey, Louisville and Cincinnati to East St. Louis, and that Chairman Tucker be advised accordingly."

Meeting considered application for change of rate to 15 cents per 100 lbs. on glycerine, C. L., and it was decided to make no change.

Record shows that at conference meeting at Indianapolis, February 21st, action was taken to eliminate starch from list of articles taking Grain Products rates, and insert in tariff "Starch, C. L., 12 cents per 100 lbs." At conference meeting at Indianapolis, on the 21st, tallow was included in tariff under "Soap stock," rate 10 cents per 100 lbs., and also inserted as "Tallow;" and eliminated from the list of Packing-house products.

Meeting considered rate on jute bagging C. L., Louisville to East St. Louis. On the 24th Chairman had been requested to ascertain the rate on jute bagging, in rolls, C. L., from Peru, Ind., to East St. Louis, and in reply thereto stated that rate on this traffic, Peru to East St. Louis, is 8 cents per 100 lbs., C. L., minimum 30,000 lbs., and it was

"Resolved, That the roads, members of this Committee, individually authorize a rate of 8 cents per 100 lbs. on jute bagging, in rolls, C. L., minimum 30,000 lbs., from Louisville to East St. Louis, same to be included in re-issue of Joint Tariff, effective March 15th, 1900, unless the Chairman can secure immediate advice of cancellation and advance in rate from Peru, Ind.; in that event, to publish the advanced rate from Louisville."

Meeting also considered rates on horses and mules, C. L., and it was "Resolved, That rate be made 25 cents per 100

lbs., C. L,. between East St. Louis, Cincinnati, Louisville, etc., and Tariff I. C. C. No. L-20 be corrected accordingly."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 53."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, March 28th, 1900.

Meeting considered individual tariffs issued by the different roads members of this Committee, and Chairman called attention to a number of individual tariffs issued by different roads, members of this Committee; and, after general discussion, the following action was taken:

"Whereas, There are now in existence certain rates between East St. Louis, Cincinnati and Louisville, covered by individual tariffs which show rates less than those authorized by this Committee; and,

Whereas, There are certain rates published by this Committee between the same points, which are the result of individual tariffs issued, showing rates less than were authorized; therefore, be it

Resolved, That a special meeting of this Committee be held in this office on April 5th, to consider the above conditions, with the view to ascertaining if rates referred to cannot be restored to the authorized basis."

Record also shows resolution adopted fixing rates on railroad equipment, new, from Jeffersonville, Ind., to East St. Louis, as follows:

"Resolved, That the roads, members of this Committee, individually advise that, effective on legal notice, the following rates per car will be authorized on new railway equipment, viz. Private, parlor, dining and sleeping cars, $22.38; passenger cars. $18.65; baggage, mail and express

cars, $14.92; box, caboose flat, gondola, platform and tank cars, $10.41; from Jeffersonville, Ind., to East St. Louis, Ill."

The following resolution was also adopted:

"Whereas, The Chicago & Ohio River Committee have published a commodity rate on jeans and yarn, cotton, any quantity, from Cincinnati and Louisville to Chicago, therefore be it

Resolved, That the individual roads, members of this Committee, authorize the publication of rate 25 cents per 100 lbs., on jeans and yarn, cotton, any quantity, between East St. Louis, Cincinnati, Louisville, etc., effective on legal notice."

The following resolution was also adopted:

"Resolved, That the individual roads authorize the publication of the rate of 10 cents per 100 lbs., on grain and grain products, C. L., minimum weight, as per official classification, from East St. Louis to Cincinnati, Louisville, etc., effective April 17, 1900."

The following resolution was also adopted:

"Resolved, That the individual roads authorze the publication of proportional rate, $1.60 per gross ton, C. L., minimum weight 18 gross ton, on bituminous rock, from East St. Louis, Ill., to Cincinnati, Louisville, etc., effective on legal notice."

The question of eliminating Notes A and C, page 4, from Joint Freight Tariff No. I. C. C. B-21, providing for rates via Upper Mississippi River crossings, was considered, and the following resolution adopted:

"Resolved, That effective on legal notice, the Chairman eliminate from this Committee's tariffs, covering rates be-

tween East St. Louis, Cincinnati, Louisville, etc., notes "A" and "C", which refer to application of rates to Upper Mississippi River Crossings, and that the Chairman of the Cincinnati and Louisville Committees be advised of this elimination."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 54."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in Louisville, Ky., April 25th, 1900.

Record shows meeting considered individual tariffs issued by roads members of the Committee; and that at meeting of March 28th the above subject was referred to a special meeting called for April 5th, which meeting was postponed as the representative of one of the directly interested roads could not be present; and it was therefore arranged that the subject should be considered and disposed of at this meeting, but was again postponed on account of an interested member being unavoidably absent. The subject, however, was carefully considered, and the following resolution unanimously adopted:

"Whereas, It has come to the notice of this Committee that certain roads, members of this organization, have from time to time in the past issued individual tariffs of their own on various commodities, which issues are in direct conflict with the agreements and understandings of this Committee; therefore, be it

Resolved, That, commencing at once and continuing until the next regular meeting of this Committee, all members hereby obligate themselves not to issue any individual tariffs, and that no tariffs of any kind shall be promulgated except through the Chairman of this Committee."

A note in the record of this meeting shows that the absent

members, the T. H. & I., and the T. St. L. & C. K., have since voted in the affirmative.

The record shows the following resolution adopted:

"Whereas, The present authorized rate on fire works, C. L., minimum 20,000 lbs., is 47 cents per 100 lbs., between Chicago and East St. Louis, as per Chicago & St. Louis Traffic Association Tariff No. 24; therefore, be it

Resolved, That the individual roads, members of this Committee, authorize a rate of 47 cents per 100 lbs., on fire works (including fire crackers), C. L., minimum 20,000 lbs., between East St. Louis, Cincinnati, Louisville, etc., effective May 7th, and Joint Tariff I. C. C. No. B-22 be corrected accordingly."

The following resolution was also adopted:

"Resolved, That the individual roads, members of this Committee, authorize a rate of 88 cents per 100 lbs., on cotton sheeting, duck and drilling, any quantity, between East St. Louis, Cincinnati, Louisville, etc., effective on May 7th, and that Joint Tariff I. C. C. No. B-22 be amended accordingly."

Also the following resolution:

"Whereas, C. F. A. Information No. 2205, effective May 7th, 1900, authorizes that cotton-seed cake, cotton-seed hulls, and cotton-seed meal, C. L., be included in list of articles taking grain products rates; therefore, be it

Resolved, That the individual roads, members of this Committee, authorize that on and after May 7th, cotton seed cake, cotton seed meal, and cotton seed hulls be included in list of articles upon which the grain products rates apply, and that Joint Tariff No. B-22 be amended accordingly."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 55."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, May 23rd, 1900.

The record contains the following resolution:

"Whereas, Unauthorized tariffs are in effect on spent tan bark, C. L., from Louisville to East St. Louis, it is

Resolved, That the individual roads, members of this Committee, authorize rate of 6 cents per 100 lbs. on spent tan bark, C. L., minimum weight 40,000 lbs., from Cincinnati, Louisville, etc., to East St. Louis, effective on legal notice, and Joint Tariff No. B-22 be amended accordingly."

Also the following: "Resolved, That the individual roads, members of this Committee, hereby give notice that the present rate of $22.00 per car on empty barrels, from East St. Louis to Louisville, will expire effective on legal notice, and that on and after that date the rates on this traffic will be as authorized in the Official Class'n., Joint Tariff No. B-22 to be amended accordingly."

The Chairman stated that the recommendation of the Louisville Freight Committee to establish same rate on tobacco siftings as at present in effect on unmanufactured tobacco, Louisville to East St. Louis, viz. 10 cents per 100 lbs., was submitted by Circular Letter May 7th, 1900, and resulted in an affirmative vote. The issue of an amendment to Tariff was delayed pending further consideration, and it was

"Resolved, That the individual roads, members of this Committee, authorize rate of 10 cents per 100 lbs., on tobacco siftings, in hhds., any quantity, between East St. Louis, Cincinnati, Louisville, etc., effective on legal notice, and Joint Freight Tariff No. B-22 be amended accordingly."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 56."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, June 27th, 1900.

The record of this meeting shows that this Committee refused to accept less than local rates on traffic from the Southwest destined to points in the territory of this Committee.

Record also shows that meeting considered through rate and divisions on whiskey, Cincinnati, via East St. Louis, to Helena, Ark., and correspondence on the above subject was submitted. After a general discussion it was stated that the rates to Helena are a different proposition, as compared with rates to other Arkansas points, on account of Helena being a competitive point via water route, and it was

"Resolved, That there having been in effect for a number of years, divisions from Cincinnati and Cincinnati points, Louisville and Louisville points, to Helena, Ark., via East St. Louis, allowing the lines up to East St. Louis 40% of the through rate, that this Committee reaffirm the divisions, as a matter of record."

The question of routing of freight by the War Department U. S. A., via various routes to be settled for on short line distance, was considered, and, after general discussion, it was

"Resolved, That the Chairman advise J. B. Bellinger, Major and Quartermaster, U. S. V., that the proper representatives of the individual roads, members of this Committee, request me to advise that so far as transportation over their lines is concerned, bills of lading should be issued only on basis of their established tariffs, which are on file with the Interstate Commerce Commission at Washington, or individual quotations of representatives of the St. Louis-Cincinnati-Louisville Freight Committee roads, and that

individual bids will only apply via the routes which are named in connection with such quotations."

The following resolution was also adopted:

"Resolved, That the individual roads, members of this Committee, authorize that the present rates in effect from East St. Louis to Cincinnati, Louisville, etc., on cotton and cotton linters, compressed and uncompressed, C. L. & L. C. L., be made applicable on like traffic west-bound, effective on legal notice, and Joint Freight Tariff No. B-22 be amended accordingly."

The following resolution was also adopted:

"Resolved, That the individual roads, members of this Committee, authorize a proportional rate of 12 cents per 100 lbs., on hay, C. L., minimum 30,000 lbs., originating west of the Mississippi River, from East St. Louis to Cincinnati, Louisville, etc., effective on legal notice, and Joint Proportional Tariff No. B-22 be amended accordingly."

Letter from member was read on the subject of rate on boxes, empty, second-hand, returned, East St. Louis to Cincinnati and Louisville, in which it was stated that there can be forwarded from East St. Louis to Louisville a number of car-loads of empty boxes that came west filled with samples of leaf tobacco, if commodity rate could be established, as present rate of $30.00 per car is too high; and it was

"Resolved, That the individual roads, members of this Committee, authorize rate of 10 cents per 100 lbs., on boxes, empty, second-hand, returned, C. L., minimum weight 20,000 lbs., from East St. Louis to Louisville, effective on legal notice, and Joint Freight Tariff No. B-22 be amended accordingly."

Record also refers to C. F. A. Information Nos. 2325 and 2326, making Trans-Continental divisions on traffic

from interior points in California, Arizona, Washington and Oregon. The Chairman stated that Section C of the agreement provides that Pacific Coast traffic from and to Cincinnati, Louisville, etc., via East St. Louis, on which roads of this Committee get their regular division of through rates, as authorized by C. F. A., be included in the monthly statements, effective June 25th, 1900. C. F. A. issued Information Nos. 2325 and 2326, making Trans-Continental division of rates apply on a number of interior points, named in Trans-Continental Circular 24-A, effective June 25th, 1900, pages 16 to 23, both inclusive. The Chairman further stated that he brought this matter before the Committee to ascertain if traffic to and from these points in which this Committee's roads get their authorized Trans-Continental divisions, be included in the monthly tonnage statements; and it was

Resolved, That all traffic to and from Cincinnati, Louisville, etc., via East St. Louis, to points named in Trans-Continental Freight Bureau's Circular No. 24-A, effective June 25th, 1900, pages 16 to 23, both inclusive, on which roads of this Committee get their authorized Trans-Continental divisions, be included in the monthly tonnage and revenue statements issued by the Chairman, same as traffic from Pacific Coast points."

Attention was called by one of the members to the reported diversion of packing-house traffic from East St. Louis and via this gateway from Missouri River points, in consequence of the tariff rates not being maintained via other routes, etc., and the Chairman was instructed to investigate. It was decided that no change should be made in the rates from or via East St. Louis without further consideration, or due notice to all parties interested.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 57."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, September 26th, 1900.

The following resolution was passed, with reference to divisions of rates on cotton piece goods, from Dallas, Texas, via East St. Louis, to Louisville, and like traffic from Galveston, and other Texas points:

"Resolved, That the through rate 43 cents, and division authorized on this traffic from Dallas, Texas, via East St. Louis, to Louisville, viz.: 26.7 cents Dallas to East St. Louis, 16.3 cents per 100 East St. Louis to Louisville, be made to apply from all Texas points taking same rate as Dallas, via East St. Louis, to Louisville, Cincinnati, etc., effective at once."

The following resolution was also adopted:

"Resolved, That the Chairman issue amendment to Joint Freight Tariff I. C. C. B-22, correcting rate of 15 cents per 100 lbs. on glycerine, so as to make same read, "Glycerine, crude, C. L., minimum weight, 30,000 lbs., 15 cents per 100 lbs., from East St. Louis to Cincinnati, Louisville, etc.' effective on legal notice."

Also the following, with reference to establishing through rate of 22 cents per 100 lbs., on cement plaster, C. L., Acme, Texas, via East St. Louis, to Cincinnati, Louisville, etc., and it was

"Resolved, That the Chairman be authorized to personally confer with Mr. A. T. Drew, G. F. A., M. K. & T., and say to him that this Committee is willing to consider a proposition for the making of a through rate on cement plaster, from Acme, Texas, to Louisville and Cincinnati, minimum weight 60,000 lbs., per car, the present through rate being 26 cents, based on a combination of locals, 18 cents to East St. Louis, and 8 cents East St. Louis to Cincinnati and Louisville, the difference between the through

rate, 26 cents, and the rate wanted being 4 cents, we are willing to divide this difference on a pro-rate, rate per rate, this would figure 69.23% for the M. K. & T. and 30.77% for the lines east from East St. Louis. The 22 cent rate on this basis, therefore, would divide M. K. & T. 15.2 cents, lines east from East St. Louis to Cincinnati and Louisville, 6.8 cents per 100 lbs. If this proposition is satisfactory to the M. K. & T. R. R., that road is then to issue through tariff-making rate of 22 cents from Acme, Texas, to Cincinnati, Louisville, etc., and the Chairman is to issue division sheet showing divisions as above explained. Copy of this division sheet to be furnished each member of this Committee. This is not to affect the rate from East St. Louis to Cincinnati and Louisville, and the special divisions authorized will not be included in the tariffs of this Committee."

The following resolution was also adopted:

"Resolved, That the individual roads, members of this Committee, advise that, effective on legal notice, 6th class rates will apply on earth paint, iron or ochre, dry in sacks, barrels, bags or bulk, C. L., minimum weight as per official class'n., between East St. Louis, Cincinnati, Louisville, etc., and the Chairman amend Joint Freight Tariff I. C. C. No. B-22 accordingly."

Meeting considered unauthorized tariffs issued by individual roads, members of this Committee, and the subject was laid over until the next meeting, with the understanding that in the meantime the direct lines are to meet and endeavor to reach a satisfactory understanding.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 58."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, October 24th, 1900.

Meeting considered the matter of drayage on whiskey at Louisville, destined to St. Louis and points beyond; and the record shows that the subject was considered at meeting of September 26th, and referred to the Louisville Freight Committee for their consideration, and the Chairman stated that he had not received any information as to action taken by that Committee, and it was resolved that it was the opinion of the individual members of this Committee that the subject was a local question and one that should be handled by the Louisville Committee.

The record shows the meeting considered the question of unauthorized rates on plug tobacco, barbed wire, etc., issued by individual roads, members of this Committee; and that at meeting of September 26th, the subject of rates on above commodities, between Louisville and East St. Louis, was considered and was referred to the direct Louisville lines, and at meeting of representatives of said lines it was found impracticable to make any change in the present rates on tobacco, until January 1st, 1901, and in view of the same, it was

"Resolved, That the subject of unauthorized rates on tobacco, and other unauthorized rates issued in individual tariffs of the roads, members of this Committee, be laid over until the November meeting, at which time it is thought definite action can be taken with a view to the restoration to the tariff on all unauthorized rates, effective January 1st, 1901, and that the Chairman call the special attention of the representatives of the direct lines to this resolution."

The record shows meeting considered application for reduced rates on broken safes, forwarded from East St. Louis to Cincinnati, for repairs, and the application was declined.

Record also shows that Committee considered unauthorized rate published by Mr. Cale, Chairman Southwestern Freight Committee, in Division Sheet No. 14, published September 10th, 1900, and Chairman Fraser was instructed to continue efforts to have Southwestern Committee correct their issue to proper basis.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 59."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, November 28th, 1900.

The subject of unauthorized rates on plug tobacco, barbed wire, etc., issued by individual roads, members of this Committee, was considered, and after a general discussion it was

Resolved, That all roads, members of this Committee, having in effect tariffs naming unauthorized rates on various commodities, between points under the jurisdiction of this Committee, withdraw same, effective January 1st, 1901."

The following resolution was also adopted:

"Resolved, That rate of 10 cents per 100 lbs, be authorized on bar iron, beams and steel plates, C. L., minimum weight 30,000 lbs., from Louisville to East St. Louis, effective January 1st, 1901, and Joint Freight Tariff I. C. C. No. B-22 be amended accordingly."

Also the following resolution:

"Resolved, That the Chairman be instructed to reply to A. G. F. A. Mo. Pac. Ry., that the roads, members of this Committee, will accept on shipments of cotton seed products, C. L., forwarded from all points in Arkansas, except Texarkana, via East St. Louis, to Cincinnati and Cincinnati

points, Louisville and Louisville points, (under the jurisdiction of this Committee) 40 per cent of the published through rates, east of East St. Louis, allowing 60 per cent to lines west."

Also the following resolution,

"Resolved, That the Chairman notify G. F. A., M. K. & T. Ry., that the lines, members of this Committee, will join the M. K. & T. Ry. and its connections in a through rate of 22 cents per 100 lbs. on cement plaster, C. L., minimum weight, capacity of car, from Acme, Texas, to Louisville and Louisville points, Cincinnati and Cincinnati points (under the jurisdiction of this Committee), and will accept as their proportion east of East St. Louis, 6 cents per 100 lbs. to the points referred to; and that G. F. A., M. K. & T. Ry. be requested, in addition to issuing through tariff, to issue a separate division sheet covering it, as this Committee does not deem it advisable to publish in its tariffs the proportional rate of 6 cents agreed to above. The Chairman to advise if above proposition is accepted by the M. K. & T. Ry., and date effective."

Correspondence from Chairman C. F. A. was read, relative to having proportional rate of 4 cents per 100 lbs. on grain, C. L., East St. Louis to Louisville, etc., withdrawn, on account of the combination of locals via Louisville to Virginia cities, etc., making less than the authorized through rate from East St. Louis to said points, and suggesting a conference of all lines interested, etc., and it was

"Resolved, That Chairman Tucker be notified that we favor his suggestion for a joint conference of all parties interested, to confer regarding rates on grain to Louisville, etc., and request him to arrange for said meeting in St. Louis as early as practicable and this Committee will be present; and it is further

Resolved, That we consider it very necessary that Mr.

Tucker be the Chairman of said meeting, so that he may have full information on the situation."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 60."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., December 19th, 1900.

The subject of withdrawal of tariffs and unauthorized rates between points under jurisdiction of this Committee, was considered, and all roads advised that all unauthorized tariffs or rates had been cancelled or would expire, effective January 1st, 1901.

The following resolution relating to rate on starch between East St. Louis, Louisville, etc., was passed,

"Resolved, That rate of 10 cents per 100 lbs. be authorized on starch, C. L., minimum weight as per official classification, between East St. Louis, Cincinnati and Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee), effective January 1st, 1901; this in line with rate published by C. & O. R. Committee."

"Note: Starch is not to be included in list of articles taking grain products rate."

The following refers to proportional rate on hay:

"Resolved, That the proportional rate of 12 cents per 100 lbs. on hay carried in proportional tariff I. C. C. B-23, be withdrawn, effective January 3rd, 1901."

The Chairman directed attention to C. F. A. Advice Letters No. F-718 and 768, submitting proposition to establish 6th class rates on cotton seed mill and cotton factory sweepings from Ohio River Crossings and East St. Louis to all points in C. F. A. territory, and the following resolution was adopted:

"Resolved, That individual roads, members of this Committee, advise that 6th class rates be established on shipments of cotton seed mill and cotton factory sweepings, used as paper stock, in bales, machine compressed, carload minimum weight in cars 30 feet and under in length, 30,000 lbs. in cars over 30 feet in length, 38,000 lbs., between all points under the jurisdiction of this committee, effective January 1st, 1901, and Joint Freight Tariff I. C. C. No. B-22, be amended accordingly."

"Note: It being understood that the above resolution will not become effective unless the proposition contained in C. F. A. Advice Letters F-718 and 768 are authorized by the C. F. A."

A letter from A. G. F. A., Mo. Pac. Ry., was read, asking lowest rate lines East of East St. Louis would accept on low grade molasses, East St. Louis to Cincinnati, Louisville, etc., when from Sugarland, Texas, and the following resolution was adopted:

"Resolved, That it is the individual opinion of the roads, members of this Committee, that they cannot consistently accept any lower rating on this traffic than basis provided therefor in the Official Class'n., viz. 5th class carloads, and A. G. F. A. Peabody be advised accordingly."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 61."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, January 23rd, 1901.

Meeting considered through rates and divisions on traffic from Cincinnati, Louisville, etc., to Arkansas and Louisiana points, via East St. Louis, and the following resolution was adopted:

"Resolved, That the roads, members of this Committee, will accept 30 per cent of the published rates from Cincinnati and Cincinnati points, Louisville and Louisville points, (Under the jurisdiction of this Committee, to Little Rock, with local as maximum, as division of through rates to all points on the St. L. & S. F. R. R. in Arkansas, St. L. I M & S. Ry. in Arkansas, and points in Louisiana on the St. L. I M. & S., Camden Branch, south of Eldorado, Ark., and all points on the St. Louis Southwestern Ry. in Louisiana and Arkansas, except Shreveport and Texarkana. Also excepting other points in Louisiana to which agreed per cents are now authorized.

If it is found necessary to establish commodity rate less than class "E", we will accept 30 per cent of the published Class "E" rate as minimum."

Meeting also considered percentage divisions of through rates from Louisville, via East St. Louis, to Texas points named in Southwestern Division Sheet No. 14, Item 96, page 20, and the following resolution was adopted:

"Resolved, That the Chairman reply to Mr. Cale to the effect that the divisions he refers to are in accordance with Southwestern Freight Committee's Division Sheet No. 14, item 96, and that the divisions as published are in accordance with the understanding of the agreement made by the members of this Committee, and that the Chairman call Mr. Cale's attention to the fact that cement does not originate at New Albany, but originates at local stations in Indiana on the Pan Handle, and that Texas percentages are not applicable from local stations on Louisville Divisions of the Pan-Handle, and that this Committee has no jurisdiction."

The proposition was considered to have rates between Cincinnati, Louisville and Evansville under the jurisdiction of this Committee, and the following resolution was adopted:

"Resolved, That rates applying on traffic between Evansville, Louisville and Louisville points, Cincinnati and Cincinnati points, be handled under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee.

The Louisville & Evansville Mail Line having expressed their willingness to become a member of this Committee for the handling of the traffic mentioned, the Evansville and Terre Haute R. R. be also invited to become a member, effective February 1st, 1901. And it is further

"Resolved, That the Chairman call a meeting at Louisville, at an early date, of Rate Clerks, to check in rates between Cincinnati and Evansville, and Louisville and Evansville."

Meeting also considered rates on pig iron, billets, brooms, etc., between East St. Louis, Cincinnati, Louisville, etc.; and the Chairman stated that at meeting at Indianapolis on the 17th inst. it was agreed to reaffirm rates now in effect from East St. Louis and Ohio River crossings to C. F. A. points.

The following named gentlemen were elected to serve on the Executive Committee for the year 1901: R. A. Campbell, N. W. Taylor, and W. D. Holliday.

The Chairman called attention to C. F. A. Information No. 2617, authorizing rates on articles of iron and steel manufacture, and the following resolution was adopted:

"Resolved, That the individual roads, members of this Committee, advise that they will establish rate on articles of iron and steel manufacture, as per rates and conditions authorized in C. F. A. Information No's. 2617 and 2630, corrected, between East St. Louis, Cincinnati and Cincinnati points, Louisville and Louisville points, effective Feb. 1st, and that Joint Freight Tariff I. C. C. No. B-22 be amended accordingly."

Chairman submitted letter from member requesting reduction in rate on drums, casks, or tubes, iron, empty, second-hand, returned, C. L., minimum weight 24,000 lbs., between East St. Louis, Cincinnati and Cincinnati points, Louisville and Louisville points, effective Feb. 1st, and that Joint Freight Tariff I. C. C. No. B-22 be amended accordingly."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 62."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., January 30th, 1901, the meeting being called in accordance with action taken at meeting of Jan. 23rd.

After general discussion of the subject, it was not deemed practicable to dispose of the subject at this meeting, and it was

"Resolved, That each line, member of the St. Louis-Cincinnati-Louisville Freight Committee furnish the Chairman of that Committee with copies of their tariffs and rates now in effect, applying between Evansville, on the one hand, and Louisville, East St. Louis and Cincinnati, on the other, and that the Chairman prepare a comparative statement as between the different tariffs and the different points, and submit the same by mail, it being understood that the whole matter will be considered at the next regular meeting of the Committee, which will be held in St. Louis, on the fourth Wednesday of February.

It is further understood that the boat lines will operate the following differentials under whatever rates are established by the rail lines, between Evansville on the one hand, and Louisville and Cincinnati on the other, which water differentials are as follows:

1	2	3	4	5	6
5	4	3	2	2	2

Pending the meeting at which this matter is to be further considered, it is understood that no changes can be made by any member of the St. Louis-Cincinnati-Louisville Freight Committee in the rates now in effect between Evansville on the one hand, and Louisville and Cincinnati on the other, except under the rules of this Committee."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 63."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held by the rate clerks, in the office of the Chairman, February 26th, 1901, the object of the meeting being to check in rates between Evansville, Louisville and Cincinnati, in accordance with resolution adopted at meeting of January 23rd, 1901.

After a general discussion, the individual lines gave notice that the class rates via rail lines between Evansville and Cincinnati would be as follows:

1	2	3	4	5	6
40	34	25	17	15	12

The class rates via the boat line to be the following differentials less than the class rates established via rail routes:

1	2	3	4	5	6
5	4	3	2	2	2

It being further understood that when a commodity rate is established which is the same as a standard class rate, the boat line rate will be the differential for that class, less than via rail, and where a commodity rate is established that is

not a class rate the boat line rate will be the differential less than the next nearest class rate via rail.

A note in the record reads as follows:

"Note:—The rates on live stock, C. L., between Evansville and Cincinnati were referred to the Freight Committee to be considered at their meeting on the 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the tariff when issued."

The rates between Evansville and Louisville were then taken up, and the individual lines gave notice that the rates via rail lines would be the following differentials less than the rates between Evansville and Cincinnati, viz.:

1	2	3	4	5	6
12	10	5	3	3	2

which establishes the following rail rates between Evansville and Louisville:

1	2	3	4	5	6
28	24	20	14	12	10

The class rates via the boat line to be the following differentials less than the class rates established via rail routes, viz.:

1	2	3	4	5	6
5	4	3	2	2	2

The rule regarding establishing commodity rates via the boat line between Evansville and Louisville are to be the same as govern between Evansville and Cincinnati, and which are noted above.

"Note: The rate on plows, Louisville to Evansville, was referred to the Freight Committee, to be considered at their

meeting, 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the tariff when issued."

Meeting considered the question of the manner of issuing the tariffs, and it was

"Resolved, That the Chairman submit to the Freight Committee proposition to issue separate tariffs, one to name rates between Evansville and Cincinnati, and the other to name rates between Evansville and Louisville; the tariffs to be of different colors and a proof copy of same to be sent to each member for their check and approval before final issue."

And it was further

"Resolved, That the question of cancelling the tariffs of the individual lines which are at present in effect between Evansville and Cincinnati, and Evansville and Louisville, be referred to the Freight Committee at their meeting to be held 27th inst., for their consideration and action."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 64."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, February 27th, 1901.

Meeting considered through rates and divisions on traffic from Cincinnati, Louisville, etc., to Arkansas and Louisiana points, via East St. Louis, which subject had previously been considered at meeting of January 23rd, 1901. The Chairman stated that, as instructed, he had submitted the proposition to the Southwestern lines, and received joint letter from Messrs. Davis and Peabody accepting the proposition named in resolution adopted at meeting of this Committee on January 23rd; and after due consideration, it was

"Resolved, That the subject be left in the hands of the

Chairman, he to get a further reply from the Southwestern roads as regards the St. L. & S. F. R. R., and to report result to the members of this Committee by circular letter, or bring the subject up at the next meeting, as circumstances warrant."

Meeting considered through rates and divisions on cotton seed products, C. L., Arkansas points, via East St. Louis to Cincinnati, Louisville, etc., and the following resolution was adopted:

"Resolved, That the Chairman be instructed to reply to A. G. F. A. Mo. Pac. Ry. that the roads, members of this Committee, will accept on shipments of cotton seed products, C. L., forwarded from all points in Arkansas, except Texarkana, via East St. Louis to Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee), 40 per cent of the established through rates from the original point of shipment, with a minimum of 8 cents per 100 lbs., for the lines east of East St. Louis."

Meeting also considered rates between Evansville and Cincinnati, and Evansville and Louisville, and the Chairman stated that the rate clerks, at meeting of the 26th inst. checked in rates between points named above in line with resolution adopted at meeting 23rd ult., except the rates on live stock between Evansville and Cincinnati, and on plows between Louisville and Evansville, which were referred to the Committee for their consideration; and the following resolution was adopted:

"Resolved, That the rates on live stock, C. L., between Evansville and Cincinnati, will be as follows:

Horses and mules, C. L., Rail 25 cents, Boat line, 23 cents.

Cattle, calves, sheep and hogs, C. L., Rail 15 cents, Boat line 13 cents; subject to rules and minimum weights of the

Official Class'n.; and on plows, C. L., between Evansville and Louisville, via rail 10 cents per 100 lbs., minimum weights as per Official Class'n.

Note: Mr. Williams requested that the river rate on plows be left blank, stating, however, that he would not, under any circumstances, make a less rate via boat than the agreed differential of two cents per 100 lbs."

The Chairman requested information regarding the issue of tariffs on the traffic between Evansville and Cincinnati, and Evansville and Louisville; and it was

"Resolved, That the Chairman be instructed to issue separate tariffs, one naming rates between Evansville and Cincinnati, and the other naming rates between Evansville and Louisville; and it is further

Resolved, That the individual roads, carrying rates between Evansville and Cincinnati and Evansville and Louisville, cancel their individual tariffs, effective on same date that the tariffs of this Committee which are authorized at this meeting become effective; and it is further

Resolved, That the Chairman write to G. F. A. E. & T. H. R. R., requesting that their tariffs, covering rates from Evansville to Louisville and Cincinnati, be put in line with the tariffs issued by this Committee. The Chairman to send the G. F. A., E. & T. H. R. R., copies of tariffs issued, covering this traffic."

The Chairman also asked for information as to the duties required of this office in connection with this matter—meaning rates between Evansville and Cincinnati, and Evansville and Louisville—and was informed that only the publication of tariffs would be required, he to have nothing to do with copies of billing, compiling statistics, etc.; and after a further discussion regarding expenses incurred in issuing said tariffs, the following resolution was adopted:

"Resolved, That the Louisville and Evansville Mail Co., be charged with one per cent of the total monthly expense of the St. Louis-Cincinnati-Louisville Freight Committee, the balance to be divided between the other lines, members of the Committee, as provided for in Article IX of the Articles of Organization."

Chairman submitted application to establish rate of ten cents per 100 lbs. on fertilizer, C. L., East St. Louis to Cincinnati, Louisville, etc., and the following action was taken:

"Whereas, The present rate on soap stock, tallow, grease, C. L., between Chicago and East St. Louis and Cincinnati, Louisville, etc., is 10 cents, and on fertilizer 12 cents per 100 lbs., it was

Resolved, That the Chairman correspond with the Secretary of the C. & O. R. Committee, with a view to having the rates on soap stock, tallow, grease, etc., advanced to the same rate as fertilizer (12 cents per 100 lbs.), if possible; If, however, it is found impracticable to advance the rates on soap stock, etc., it is recommended that the rates on fertilizer(C. L., be established at 10 cents per 100 lbs., minimum 30,000 lbs. The date of advance or reduction to be named later. The result of the correspondence to be submitted to all members by circular letter."

The Chairman submitted letter from the B. & O. S. W. R. R., regarding C. F. A. Information No. 2650, which establishes grain rates on kaffir corn and corn-meal, and asked if under this ruling the tariff of the Committee should be corrected so as to eliminate kaffir corn from the grain products list, and include it under list of articles taking grain rates, and it was

"Resolved, That the Chairman, in next issue of the Committee's tariffs eliminate kaffir corn from list of articles taking grain products rates, and include same in the list entitled to the grain rates."

The Chairman read correspondence with the G. F. A. B. & O. S. W. R. R., regarding foot-notes on page 2 of I. C. C. Tariff No. B-23, proportional rates on grain, C. L., to and from the different territories via the several lines, and it was

"Resolved, That the Chairman correct (with pen and ink) copies of the tariff in line with B. & O. S. W. R. R.'s. suggestion, and submit same to the members of the Committee for their vote as to whether tariff shall be reissued as suggested. The result to be sent to the members by circular letter.

Meeting considered minimum weights on light and bulky freight. The Chairman called attention to the practice of the L. H. & St. L. Ry. transporting part lots of C. L. shipments at C. L. rate, on which Rule 5-C of the official classification does not apply. In line with statement made by G. F. A. L. H. & St. L. Ry., at meeting December 19th, 1900 (See Proceedings, page 3), he stated again to-day that if the authorized minimum weight of any traffic was in excess of the weight that could be loaded in their own equipment, and they could not, at the time, get any equipment larger than their own, he would not agree to maintain the minimum. The A. G. F. A. Southern Ry. stated that if that was to be the practice of L. H. & St. L. Ry., the Southern Ry. would handle traffic in like manner. After general discussion, no action was taken.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 65."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., April 24th, 1901.

On the question of through rates and divisions on cotton seed products, C. L., Arkansas points, via East St. Louis, to

Cincinnati, Louisville, etc., letter was read from A. G. F. A. Mo. Pac. Ry., as follows:

"We have concluded to accept the proposition submitted in your letter of Feb. 28th, regarding divisions on cotton seed products via East St. Louis to Cincinnati, Ohio, and Louisville, Ky., and will issue division sheet on this basis, understanding that the local rate is to apply as maximum east of East St. Louis."

Letter was read from a member calling attention to the great risk assumed by railroad companies in the transportation of race horses and attendants, and the following recommendation was made:

"Recommended, That rate be authorized between East St. Louis, Cincinnati, Louisville, etc., on race horses (including one attendant in charge of each horse) $110.00 per car. The Uniform Live Stock contract to be executed, limiting the liability of the carriers to not exceeding $100.00 for each animal, and not exceeding $1,200.00 upon any carload. Tariff to be effective on legal notice."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 66."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, June 26th, 1901.

Meeting considered through rates and divisions on traffic from Cincinnati, Louisville, etc., to Arkansas and Louisiana points, via East St. Louis. The subject was considered at meeting of April 24th, and in absence of information from the Southwestern roads, the subject was left to Chairman to advise later by circular. The delayed correspondence was transmitted to members by circular letter on May 6th, stating that the arrangement became effective May 20th.

Subsequently, the St. L. & S. F. R. R. gave notice that they could not carry out the previous agreement, and their letters were communicated to members by circular letter on June 7th.

The question having been raised as to whether exceptions to the classification on agricultural implements, vehicles, etc., Arkansas Freight Committee Exceptions No. 1-A, Jan. 5th, 1901, Rule 5—G. W. Cale, Chairman, were considered in making the percentage division arrangement on Arkansas and Louisiana traffic, and circular letter, May 21st, was issued, asking vote on proposition. The vote was not unanimous, as stated in circular letter May 29th.

The Committee are now requested to take action on St. L. & S. F. R. R. revised proposition (See circular letter June 7th), and regarding exceptions to classifications (See circular letters May 21st and 29th). After consideration of the subjects, it was

"Resolved, That the resolution adopted at meeting Jan. 23rd, and transmitted to the Southwestern roads by letter Jan. 24th, naming a basis for divisions on traffic from Cincinnati, Louisville, etc., via East St. Louis, to Arkansas and Louisiana points, which was accepted by the St. L. S. W., Mo. Pacific, and St. L. & S. F. Railroads, and became effective May 20th, is hereby cancelled, so far as it applies to the St. L. S. F. R. R., G. F. A. Russell having advised by letters June 4th and 6th that he could not comply with the proposition. (See Circular Letters May 6th and June 7th, file B-119). The Chairman to notify the G. F. A., St. L. & S. F. R. R. of this action, in answer to his letters June 4th and 6th.

The meeting also considered the matter of rates on lard tanks, galvanized iron, empty, returned, Louisville to East St. Louis, and the following was adopted:

"Whereas, The present authorized rate on second-hand

iron drums, empty, returned, is 17 cents per 100 lbs., from Louisville to East St. Louis; therefore, be it

Resolved, That a rate of 17 cents per 100 lbs. be authorized on lard tanks, galvanized iron, empty, returned, L.C.L., Louisville to East St. Louis, the Chairman to amend tariff, effective on legal notice."

Application was considered for proportional commodity rate on sulphuric acid in tank cars, East St. Louis to Louisville, Ky. Correspondence with a member was read, urging reduction in rate from East St. Louis on traffic from the west, in competition with rate from LaSalle, Ill., and it was

"Resolved, That this matter be referred to the Chairman for a conference with the Mo. Pacific and other western roads interested. This with the idea that they should establish a through tariff from Kansas City to Louisville at a figure which will be in line with the rates from other similar districts on the same article; any difference in the through rates as now established on the basis of the two locals, to be divided on basis of pro-rate, rate per rate, as between the western roads and the roads leading east from East St. Louis to Louisville."

The matter of through rates to Springfield, Mo., from Louisville, Ky., as against through rates to Springfield from Chicago, was considered, and after discussion, it was

"Resolved, That a Special Committee, consisting of Chairman Fraser and Mr. R. A. Camubell of St. Louis, be appointed to have a conference with the Frisco line, for the purpose of ascertaining whether they will accept on shipments from Cincinnati and Louisville the same proportion as they receive on traffic from Chicago; and if so, then the Chairman of this Committee be authorized to issue a through tariff from Cincinnati and Louisville to Springfield,

Mo., on the same basis of through rates as govern from Chicago. Division sheet to be issued by Chairman Fraser allowing the lines west of East St. Louis the same proportion as they receive on Chicago traffic. The roads from Cincinnati and Louisville to accept the difference as their proportion to East St. Louis."

Meeting considered rates on sand, and letters from Sec'y C. & O. R. Committee submitted, requesting advance in rate on sand, C. L., from Klondike, Mo., and from East St. Louis, in line with rates from points in Illinois, via Chicago, to Cincinnati, Louisville, etc., and it was

"Resolved, That the rate on glass house sand be made at $1.50 per net ton, C. L., minimum marked capacity of car, East St. Louis to Cincinnati, Louisville, etc., the Chairman to amend tariff, effective on legal notice."

The question of application of Official Classification rules on commodity rates was discussed, and after consideration the following was adopted:

"Resolved, That unless provided for in the tariff, the Official Classification rules should in all cases apply, except where the Chicago & Ohio River Committee publish rates and minimums in conflict therewith, in which case the Chicago and Ohio River Committee action will be the rule governing for this committee."

The above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 67."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, September 25th, 1901.

The matter of divisions on traffic from Arkansas, via East St. Louis, to Cincinnati, Louisville, etc., was brought up by correspondence received from several members, requesting information as to authority for rates and divisions named

in proof sheet of Mo. Pacific Ry. division sheet No. 1, dated April 24th, 1901, to Arkansas Freight Tariff No. 3 (corrected), dated April 9th, 1901.

The divisions named not having been authorized by this Committee, a conference with Committee of Arkansas lines was arranged for. After a general discussion, and suggestions being made by both parties, which were not acceptable to all, a resolution was unanimously adopted by the St. Louis-Cincinnati-Louisville Freight Committee, as follows:

"Resolved: That percentage divisions between Little Rock and Pine Bluff and Louisville and Cincinnati, via East St. Louis, be established on the basis of short line distances, east and west of the river, and that Mississippi and Ohio River bridge tolls be deducted before pro-rating. The basis of divisions to apply also to points in Cincinnati and Louisville territories (under the jurisdiction of the St. Louis-Cincimati-Louisville Freight Committee), and to points in Arkansas taking the Little Rock and Pine Bluff rates."

The Arkansas Committee being called upon for their vote, replied that they could not vote favorably on the resolution as they were only a Committee appointed by the Arkansas Freight Committee, but would have the proposition considered by the Freight Committee as a whole.

The meeting considered application for same commodity rate on lead dross and lead skimmings as in effect on lead ashes, and the following resolution was adopted:

"Resolved, That the individual roads, members of this Committee, authorize rate on lead dross and lead skimmings, carloads, on same basis as in effect on lead ashes, per gross ton, between East St. Louis-Cincinnati-Louisville, etc., effective on legal notice, and that Joint Freight Tariff I. C. C. No. B-25 be amended accordingly."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 68."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., October 23rd, 1901.

Meeting considered application for reduced rate on glass sand, East St. Louis to New Albany, Ind., and by resolution the subject was laid over until the next meeting, to be held November 20th; and in the meantime, the Chairman to correspond with Chairman C. F. A., with the view of securing a conference of roads interested in the transportation of glass sand, for the purpose of establishing equitable rates on this traffic from all glass sand producing points.

At the request of a member, the following resolution was adopted:

"Resolved, That the tariff be amended making rate of 15 cents per 100 lbs. on iron bath tubs, C. L., minimum 20,000 lbs., apply from Cincinnati, Louisville, etc., to East St. Louis, effective on legal notice."

The following resolution was also adopted:

"Resolved, That tariff be amended making rate of 12 cents per 100 lbs. on glass bottles and fruit jars, C. L., minimum 26,000 lbs., apply from Cincinnati, Louisville, etc., to East St. Louis, effective on legal notice."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 69."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., January 22nd, 1902.

The following resolution was adopted:

"Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rate on man-

tels, wood (crated or boxed) L. C. L., 40 cents per 100 lbs., between East St. Louis, Cincinnati, Louisville, etc."

Also the following:

"Resolved, That Joint Proportional Tariff I. C. C. No. B-24 be amended, effective on legal notice, making rate on phosphate rock, crude, C. L., minimum 18 gross ton, $1.40 per ton, between East St. Louis, Cincinnati, Louisville, etc., same as now in effect west-bound."

Also the following resolution:

"Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rate on phosphate rock (lump or ground), in bulk, C. L., minimum 15 gross ton, $2.00 per ton, between East St. Louis, Cincinnati, Louisville, etc., same as in effect westbound."

Also the following resolution was adopted:

"Resolved, That the Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making tobacco stems, C. L., minimum weight 24,000 lbs., 10 cents per 100 lbs., East St. Louis to Louisville."

The following resolution was also adopted:

"Resolved, That Joint Rate Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rate on brass ashes, C. L., minimum 15 gross ton, same rate as on iron and steel billets, C. L."

Also the following:

"Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rates, East St. Louis to Louisville, on cider and vinegar kegs, 4th class, C. L., minimum weight 10,000 lbs., in cars not exceeding 36 feet in length. (Subject to Rule 27—Rule 5-C not to apply)."

Meeting considered application for reduced rate on glass sand, East St. Louis to New Albany, Ind. This subject was last considered at meeting on October 23rd, and laid over pending action by the C. F. A. naming rates from and to sundry points. Meeting was called by C. F. A. Advice Letter G-506½ for November 21st, postponed by Advice Letter G 523½ to regular meeting in December, and called again by Advice Letter G-590½ for January 10th. At the meeting of January 10th it was

"Recommended, That the Chairman obtain from roads into Chicago, Peoria, East St. Louis and Kankakee, memorandum of rates from pits to those points, and arrange for another meeting.

Resolved, That check of sand glass rates be made from all producing points west of the Indiana-Illinois State line, and that the basis be made with the idea of obtaining remunerative rates that any change in rates that may be deemed advisable be not effective until after July 1st, 1902."

Meeting also considered rates on whiskey in wood, any quantity, and adopted the following resolution:

"Resolved, That the Official Classification basis be adopted on carloads and less carloads of whiskey and other liquors, in wood, conditioned on same basis being adopted by the Chicago and Ohio River Committee."

The following were elected on the Executive Committee for the year 1902: Messrs. R. A. Campbell, N. W. Taylor, and Walter Nichols.

Meeting considered the matter of rating and minimum carload weights on vehicles, and C. F. A. Information No. 3141 was presented to the Committee, and the following resolution adopted:

"Resolved, That the St. Louis-Cincinnati-Louisville Freight Committee adopt the rating and minimum carload

weights on vehicles, as per C. F. A. Information No. 3141, effective January 27th, expiring July 1st, 1902."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 70."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, February 18th, 1902.

The following resolution was adopted:

"Resolved, That amendment to I. C. C. No. B-27 be issued, making rate on tobacco stems, C. L., minimum weight 24,000 lbs., from East St. Louis to Louisville, Ky., 10 cents per 100 lbs."

The following resolution was also adopted:

"Resolved, That amendment be issued to I. C. C. No. B-27 naming rate of 10 cents per tie from Louisville and Cincinnati to East St. Louis on ties, hewed, Railroad, not exceeding 7 in. by 8 in., 8½ feet long, C. L., minimum 200 ties."

The following resolution was adopted:

"Resolved, That I. C. C. No. B-27 be amended, making rate on wood mantels, C. L., minimum weight 16,000 lbs., from Cincinnati, Louisville, etc., to East St. Louis, 25 cents per 100 lbs."

It was also

"Resolved, That I. C. C. No. B-27 be amended in line with C. F. A. Information No. 3150."

The following resolution was also adopted:

"Whereas, The present published rate on farm wagons, L. C. L., knocked down, from Owensboro, Ky., to Louis-

ville, Ky., when for points beyond, is 15 cents per 100 lbs.; therefore, be it

Resolved, That the rate on farm wagons, L. C. L., knocked down, from Evansville, Ind., to Louisville, Ky., when for points beyond, be made 15 cents per 100 lbs., and tariff be amended accordingly."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 71".

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, February 18th, 1902, which meeting convened pursuant to call dated February 10th, File B-419. Mr. M. S. Connelly was elected President pro-tem, owing to Chairman Fraser's absence on account of illness; and the following resolution was unanimously adopted:

"Resolved, That a permanent committee of five, with the Chairman of the St. Louis-Cincinnati-Louisville Freight Committee as member ex-officio, be appointed to consider all questions of violation of tariff rates and the measures to be adopted in correcting difficulties as to the removal of disturbing rate conditions.

This Committee shall fairly and equitably represent the St. Louis-Cincinnati-Louisville Freight Committee, as a whole, and shall meet upon call of the Chairman in the office of the St. Louis-Cincinnati-Louisville Freight Committee to consider complaints.

That the findings and resolutions of this committee shall be promptly communicated by the Chairman of the St. Louis-Cincinnati-Louisville Freight Committee to all parties interested.

Further:

1st. That, effective at once, tariff rates published by the

St. Louis-Cincinnati-Louisville Freight Committee shall be maintained, and each road individually pledges that it will not make effective any rates except by open tariff to be published by the St. Louis-Cincinnati-Louisville Freight Committee, and any individual rates in conflict with tariff rates published by the St. Louis-Cincinnati-Louisville Freight Committee shall be withdrawn, it being understood that any unauthorized individual rates which may now be in effect and cannot be withdrawn, shall be presented to the Committee of five for its consideration and action at its first meeting.

2nd. In the event of deviations from tariffs published by the St. Louis-Cincinnati-Louisville Freight Committee, same shall be reported at once to the respective local committees at St. Louis (it being understood that the St. Louis Committee is represented by R. M. Fraser, Chairman), Cincinnati, Louisville or Evansville, and if substantiated, shall be submitted to the Committee of five for consideration.

3rd. That each road member of the St. Louis-Cincinnati-Louisville Freight Committee will, if it has not already done so, individually send to its different agents notice of the foregoing in the following form:

'At a special meeting of the chief traffic officials of roads, members of the St. Louis-Cincinnati-Louisville Freight Committee, held February 18th, 1902, it was individually stated that all tariff rates as published by the St. Louis-Cincinnati-Louisville Freight Committee would be maintained.

'If you find any contracts at variance with tariff that cannot be withdrawn on legal notice, you will report same frankly to the Chairman of your respective local Committee, the object being to publish tariffs at any net rate quoted secretly.

'Your instructions are imperative as to the maintenance of published tariff rates.

'This company will notify each and every connection that we will not, under any circumstances, participate, by voucher or otherwise, in any unauthorized reductions from tariff rates and classification.

'Should you be satisfied at any time that your competitors are making less rates than those duly authorized by the St. Louis-Cincinnati-Louisville Freight Committee, you will report same at once to the Chairman of your local committee for consideration.

'The object of this is to prevent demoraiization of rates.

4th. That each road will, if it has not already done so, individually send to its connections notice, which shall be dated and sent Wednesday, February 19th, 1902, as follows:

'This is to advise that, effective at once, this company will not be a party to any deviation from duly authorized rates, evasions of classification, or manipulation of rates in any manner whatsoever.'

It is understood and decided that the members of the Committee of five cannot delegate their authority to any one except an individual already on the Committee."

The Chairman Pro-tem, in accordance with the above, appointed as the Special Committee, Messrs. Irwin, Hart, Taylor, Nichols, and Mr. Campbell as Chairman. And it was also further

"Resolved, That the Chairman submit a copy of these proceedings to the Chairmen of the Committees at St. Louis, Cincinnati, Louisville and Evansville, with the request that they convene their committees, with the view to developing any contracts or unauthorized rates in effect, which should be reported to the Special Committee referred to, and be it further

Resolved, That the Special Committee meet on Thursday, February 27th, to consider any matters that may come be-

fore it from the Committee at St. Louis, Cincinnati, Louisville or Evansville."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 72".

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, February 27th, 1902.

The permanent Committee of five, appointed at meeting on the 18th inst., met at this office to-day, and after due consideration disposed of the subjects presented, as follows:

"Rate on Cast Iron Pipe: It is the understanding that effective March 10th, the rate of $1.30 per ton on cast iron pipe, Louisville to East St. Louis, will be withdrawn.

Articles of Iron and Steel Manufacture: Resolved, That it is the sense of this committee that the rate of 8 cents per 100 lbs. on articles of iron and steel manufacture, between Louisville and East St. Louis, is too low, and not warranted by the conditions which exist, shipments from Louisville to East St. Louis coming in competition principally with irons manufactured in the Pittsburg and Valley territory, and the rate, therefore, should be withdrawn and restored to the Official Class'n. basis. (Adopted.)"

The call for the next meeting will be issued on receipt of written request, giving particulars on the subjects needing consideration.

Above exhibit, consisting of one page, is marked "Plaintiff's Exhibit Fraser No. 73".

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, March 26th, 1902.

The following resolution was adopted:

"Resolved, That I. C. C. B-27 be amended naming rate on chatts ballast, from East St. Louis to Jeffersonville, New Albany and Louisville, $1.50 per net ton, minimum 20 tons per car. (See circular letter March 17th, File B423.)"

It was also "Resolved, That I. C. C. B-27 be amended naming rate on fruit jars and glass bottles, C. L., minimum weight, 26,000 lbs., from East St. Louis to Cincinnati and Louisville, 12 cents per 100 lbs."

Meeting considered the matter of rate on whiskey in wood, and the following resolution was adopted:

"Resolved, That a letter be written to Chairman C. F. A., as follows:

'For several weeks various Committees at St. Louis, Chicago, Cincinnati and Louisville have considered the question of rates on whiskey, in wood, between points the rates between which are governed by the Official Class'n., and the unanimous opinion of all interested is that the present rating results in the consolidating of small lots of whiskey into carloads; that between several prominent points it has been necessary to establish the carload rates on less than carload shipments, all of which materially reduced the revenue of the various transportation lines. In an effort to better these conditions, it was recommended that the rating of whiskey, in wood, any quantity, be made third class. It then developed that rate on whiskey, in wood, carloads, from points in C. F. A. territory to Eastern cities, on basis of 30 cents per 100 lbs. Chicago to New York had been authorized to continue in force until December 31st, 1902, and on this account it is not practical to advance the carload rating to Eastern cities.

Therefore, be it Resolved, That we recommend to the C. F. A. that it refer the matter to the Official Class'n. Committee, calling attention to the exisiting conditions, and request that the rating of whiskey, in wood, any quantity, in

Official Class'n., taking effect January 1st, 1903, be made third class'."

The following resolution was adopted:

"Resolved, That Tariff I. C. C. B-27 be corrected on plaster, etc., in line with C. F. A. Information No.'s 3203, 4 and 11, and that the rates on lime be advanced from $1.95 to $2.00 per ton."

It was also "Resolved, That I. C. C. B-27 be amended naming rate on lumber, bolts and other material used in blocking rails, structural iron, etc., vehicle parts and vehicles, in line with C. F. A. Information No. 3214."

Also the following:

"Resolved, That the minimum carload weight on grain products, as named in I. C. C. B-27, be amended in line with C. F. A. Informations Nos. 3215 and 3237."

The following resolution was also adopted:

"Resolved, That amendment be issued to I. C. C. B-27, naming rate on asphalt, C. L., minimum weight as per official classification, from East St. Louis to Cincinnati, Louisville, etc., 11 cents per 100 lbs., in line with C. F. A. Information No. 3226."

Also the following resolution:

"Resolved, That I. C. C. B-27 be amended naming rate on black residue, C. L., minimum weight as per official class'n., from Cincinnati, Ohio, to East St. Louis, 10 cents per 100 lbs. in line with C. F. A. Information No. 3229."

The Sub-Committee appointed to define the territory under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee presented the following report:

"Section A: All traffic handled between Cincinnati and Cincinnati points and East St. Louis and East St. Louis

points, proper, and Louisville and Louisville points and East St. Louis and East St. Louis points, proper.

"Section B: All traffic between Cincinnati and Cincinnati points, Louisville and Louisville points, and East St. Louis, East Carondelet, National Stock Yards, Madison, Venice and Granite City, Ill., whether destined to these points proper or to points beyond, on which the roads, members of this Committee, get their full published individual tariff rates; further, on through traffic via Alton and Wann, Ill., but not on traffic to and from these points proper.

"Section C. Pacific Coast traffic handled through East St. Louis, the through rates and divisions of which are a matter of agreement between the Central Freight Association and Trans-Continental Committee.

"Section D: Traffic between Cincinnati and Cincinnati points, Louisville and Louisville points, and points in Arkansas, Texas, Oklahoma, Indian Territory, Arizona, New Mexico and Republic of Mexico, when passing through East St. Louis and Alton.

(The question of including points in Louisiana in this clause will be decided upon at later meeting.)

"Section E: It is understood that the following points will be included on the same basis as Cincinnati, viz: Addyston, Sedamsville, North Bend, Delhi, Brighton Station, Fairmount, Stock Yards, Cumminsville, Winton Place, Winton Junction and Ivorydale, and any other stations within the switching limits at Cincinnati.

It is also understood that New Albany and Jeffersonville will be included as Louisville points.

"Section F: Coal and coke between the above points shall be excluded from the accounts and statistics of this Committee.

"Addenda: With reference to traffic between interior

points in Kentucky, Tennessee or the Southwest and East St. Louis or St. Louis points, or traffic beyond through these points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern lines having their own rails to the Mississippi River, who are not subject to the jurisdiction of this Committee, it is decided that the St. Louis-Cincinnati-Louisville Committee shall have no jurisdiction, but that lines operating through Cincinnati or Louisville may be handled this traffic on such divisions as may be agreed upon between the lines in interest."

A note in the record states that the Sub-Committee is to be continued until they report on the Louisiana proposition, referred to in connection with Section D.

The following resolution was adopted:

"Resolved, That the Louisville representatives of this Committee be appointed as a Special Committee to confer with G. F. A. Goodwyn and G. F. A. Irwin, in regard to restoring rates on iron articles from Cincinnati and Newport, and from New Albany, Louisville and Jeffersonville to East St. Louis, with the assurance that full published tariff rates will carry with all other lines, if the L. & N. and L. H. & St. L. will take such action; the Committee to report to Chairman Fraser at earliest date, and he to report to members of the St. Louis-Cincinnati-Louisville Freight Committee."

It was also "Resolved, That I. C. C. B-27 be amended changing the minimum weights on packing-house products and dressed meats as provided for in Rules 10-A, 10-B-1, 10-B-2, 10-C, 10-D, and 10-E of Official Class'n. No. 22 and Supplements, in line with C. F. A. Information No. 3254."

Meeting also considered rate on wagons, buggies, etc.,

Evansville to Louisville, and resolution was adopted naming schedule of rates thereon, from Evansville to Louisville, when for points beyond.

The following resolution was also adopted:

"Resolved, That the rate on sash, doors and blinds, L. C. L. and C. L., Louisville to Evansville, be made the same as agreed to from East St. Louis to Evansville, tariff to be corrected accordingly."

Above exhibit, consisting of seven pages, is marked "Plaintiff's Exhibit Fraser No. 74".

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in St. Louis, April 17th, 1902, which meeting convened in accordance with call dated April 11th, File B-304, for the purpose of considering and acting upon proposed changes in Articles of Organization, dated December 28th, 1898.

The proposed Articles of Organization were read, and adopted by sections and as a whole, to become effective May 1st, 1902.

The Chairman was instructed to have the revised Articles of Organization printed, and send two copies to each member present, one copy to be signed by the proper officer of his company and returned to the Chairman.

The subject of the Special Committee was brought up by a member, and it was

"Recommended, That the Special Committee of five be discharged and that all matters to be considered under the rules governing the Special Committee of five, as shown in Proceedings Feb. 18th, 1902, be handled by the Committee as a whole." (Adopted.)

The subject of rate on cement plaster, Marlow, I. T., to

Cincinnati, Louisville, etc., was brought up by a letter from G. F. A. M. K. & T. Ry., and, after considerable discussion, the following was adopted:

"Roads interested individually advise that they will join the M. K. & T. Ry. and its connections in a through rate of 24 cents per 100 lbs., on cement plaster, C. L., minimum weight, capacity of car, from Marlow, I. T., to Louisville and Louisville points, Cincinnati and Cincinnati points (under the jurisdiction of this Committee) and will accept as their proportion east of East St. Louis 6 cents per 100 lbs. to the points referred to.

The Chairman to request G. F. A. M. K. & T. Ry., in addition to issuing through tariff, to issue a separate division sheet covering it, as it is not deemed advisable to publish the proportional rate of 6 cents, from East St. Louis. The Chairman to advise if above proposition is accepted by the M. K. & T. Ry. and date effective."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 75".

("Exhibit No. 76" is found to be a duplicate of No. 75, above, and is, therefore, omitted.)

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinati-Louisville Freight Committee, held at St. Louis, Mo., May 28th, 1902.

The following resolution was adopted:

"Resolved, That it is the understanding that jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee does not extend to or cover traffic between Cincinnati, Louisville, etc., via East St. Louis, to and from points in Louisiana."

It was "Recommended, That rate of $1.50 per net ton

on crushed granite or stone, from East St. Louis to Cincinnati, Louisville, etc., be adopted, minimum weight 40,000 lbs."

The following resolution was also adopted:

"Resolved, That amendment be issued to I. C. C. B-28, adding asphalt paving blocks to list of articles taking brick rates, C. L., minimum weight 40,000 lbs."

On request of one of the members the roll was called for the purpose of ascertaining whether any line is making rate less than 10 cents per 100 lbs. on flour, East St. Louis to Cincinnati and Louisville, and all lines stated that they were maintaining the rate of 10 cents per 100 lbs.

The following was adopted: "Recommended, That the local rates on grain, East St. Louis to Cincinnati, Louisville, etc., be made 9 cents per 100 lbs., and I. C. C. B-28 be amended accordingly."

The following resolution was adopted:

"Resolved, That when letter vote is taken and the result negatives the proposition, and the Committee is so advised, the matter be not docketed for consideration at any Committee meeting, except on request of one or more members."

The matter of rate on asphaltum and tar paving cement was brought up by a member stating that he had information that some of the roads were carrying asphaltum and tar paving cement, Jeffersonville to East St. Louis, at rate of 7 cents per 100 lbs., and suggesting that the roll be called to ascertain if any of the Louisville-Jeffersonville lines are applying less rate than 11 cents per 100 lbs. on asphaltum or tar paving cement, and all lines stated that they were demanding 11 cents per 100 lbs. on the commodities in question. It was then suggested that the rate may be applied via some of the lines without the knowledge of the General

Freight Agent, and in view of this, it was recommended that the Chairman be instructed to make an investigation and report at next meeting.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 77".

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., June 25th, 1902.

As instructed at meeting of May 28th, circular letter B-XXI, dated May 31st, was issued, asking members whether asphaltum and tar paving cement had been transported in car-loads at less than the tariff rate; and at meeting to-day the Chairman advised that all members answered that tariff rate was being charged and papers were ordered filed.

It was "Recommended, That amendment be issued to I. C. C. B-28, naming rate on syrup in glass or earthenware, packed in barrels or boxes, 15 cents per 100 lbs., C. L., minimum weight 30,000 lbs., between East St. Louis, Cincinnati, Louisville, etc."

The following resolution was adopted:

"Moved, That lines, members of the St. Louis-Cincinnati-Louisville Freight Committee will not concur in the divisions of rates between Cincinnati and Louisville and Texas common points, via East St. Louis, promulgated by the Southwestern Tariff Committee, unless they shall have been previously submitted to the Committee.

This action shall not be construed to affect divisions now in effect."

It was also "Recommended, That amendment be issued to I. C. C. B-28, naming rate on cement, asphalt paving 7 cents per 100 lbs., C. L., minimum weight 40,000 lbs., from

Cincinnati, Louisville, etc., to East St. Louis." This was done in connection with attention being called to rate published by Chicago & St. Louis Traffic Association in Amendment No. 33 to Tariff No. 24, June 25th, 1902, naming rate of 7 cents per 100 lbs. between Chicago and East St. Louis.

Change was proposed in Article V, Section A and B, also Article VI, Section E, of Articles of Organization, as submitted to members by circular letter No. B-23, June 4th; and at this meeting the changes were considered and adopted. The Chairman was instructed to have the revised Articles of Organization printed, effective May 1st, 1902, and send two copies to the General Freight Agent of each road, member of the Committee, for approval, one copy to be signed and returned to the Chairman.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 78."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, September 24th, 1902.

The following resolution was adopted:

"Resolved, That it is the sense of this Committee that all switching, except on grain, within the switching limits of East St. Louis, Madison, Venice, Granite City and Brooklyn, Ill., may be absorbed by all lines, effective October 1st, 1902."

Also the following resolution:

"Resolved, That Joint Proportional Tariff I. C. C. B-50 be amended naming rate of 25 cents per 100 lbs. on broom corn, C. L., minimum weight 15,000 lbs., East St. Louis to Louisville."

The following resolution was also adopted:

"Resolved, That I. C. C. No. B-30 be amended naming proportional rate on "vehicles of all kinds" not otherwise specified in Official Class'n., in C. L., destined to points governed by the Western Class'n. (except to destinations subject to the jurisdiction of the Southwestern Tariff Committee), 17 cents per 100 lbs. from Cincinnati and Louisville to East St. Louis, minimum carload weight, as follows:

Cars not exceeding 36 feet in length	14,000 lbs.
Cars over 36 and not over 38 ft. long	16,800 lbs.
Cars over 38 and not over 42 ft. long	18,200 lbs.
Cars over 42 and not over 46 ft. long	19,600 lbs.
Cars over 46 and not over 50 ft. long	21,000 lbs.
Cars over 50 and not over 54 ft. long	22,400 lbs.
Cars over 54 and not over 58 ft. long	23,800 lbs.
Cars over 58 ft. in length	25,200 lbs.

Note: Rule 5-C of Official Class'n. will not apply in connection with the above."

The following resolution was also adopted:

"Resolved: That amendment be issued to Joint Proportional Tariff I. C. C. No. B-30, eliminating rate of 26 cents per 100 lbs. on wool, as published therein."

It was also "Resolved, That the chairman appoint a special committe of three to consider the abrogation, not later than December 31st, 1902, of all unauthorized rates and the revision of low authorized rates, the Committee to report at the meeting in St. Louis on October 22nd, 1902."

The Chairman thereupon appointed as this Special Committee, Messrs S. T. McLaughlin (Chairman), L. J. Irwin, and R. A. Campbell.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 79."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, October 22nd, 1902.

The subject of unauthorized or individual rates was referred to Sub-committee on September 24th, and at meeting today the Chairman of the Sub-committee submitted the following report:

"Your Committee recommends that effective Jan. 1st, 1903, the rate on shipment of unmanufactured tobacco, in hhds., any quantity, between East St. Louis, Cincinnati, Louisville, Jeffersonville, and New Albany, be advanced to 12 cents per 100 lbs.

"Your Committee recommends that, effective November 6th, the rate on mules, C. L. minimum weight 20,000 lbs., be fixed at 17½ cents per 100 lbs., East St. Louis to Cincinnati, Louisville, Jeffersonville, New Albany, etc., and not in the reverse direction.

"Your Committee recommends that rates as follows be adopted, effective November 6th, between East St. Louis, Cincinnati, Louisville, Jeffersonville and New Albany, etc., viz.:

Asphalt, carloads, 11 cents per 100 lbs., minimum weight as per official classification.

Asphalt Rock and Bituminous Rock, $1.40 per ton of 2,240 lbs., carload minimum weight to be capacity of car, but in no case to be less than 18 gross tons.

"As regards the several unauthorized tariffs which are now in effect, your Committee would request further time, and that action be postponed on this until the next meeting of the St. Louis-Cincinnati-Louisville Freight Committee.

"Your Committee would request further time on the subject of cotton seed oil, Louisville and Cincinnati to East St. Louis, as this matter is to be the subject of conference

between the Cincinnati and Louisville roads at a meeting to be held in Cincinnati on the 28th inst.

"Your Committee would request further time on the subject of rates on iron and steel articles between Louisville, New Albany, Jeffersonville and East St. Louis; a full report to be made at the next meeting."

The above report was read and accepted, and further time granted to complete the work. The report was then read in sections, and the recommendation in each case approved. In view of the action taken on asphalt, asphalt rock and bituminous rock, as shown above, it was

"Moved, That Joint Proportional Tariff I. C. C. B-30 be amended, eliminating therefrom the rates named on asphalt rock and bituminous rock."

The Chairman read letters from Chief Inspector asking information as to the application of Rule 5-C on shipments of wool as first published in Joint Tariff Amendment No. 3 to I. C. C. B-12, effective July 6th, 1898, Wool C. L., minimum weight 20,000 lbs., 29 cents per 100 lbs., and continued in effect until the issue of Amendment No. 1 to I. C. C. No. B-31, effective October 2nd, 1902.

The Chairman was instructed to advise the Chief Inspector that rate of 29 cents, put in effect by this Committee was based on J. C. Freight Circular No. 634, Feb. 5th, 1897, St. Louis Eastbound Traffic Ass'n. Special Notice No. 583 Feb. 6th, 1897, which named rate of 29 cents per 100 lbs. to Charleston, W. Va., etc (Louisville and Cincinnati being intermediate), it being understood that the rules which governed on traffic to the Western Termini points would govern on traffic handled to points under the jurisdiction of this Committee.

The following resolution was adopted:

"Moved, That the subject of form to be used in prepara-

tion of Proceedings, Circular Letters, etc., be referred to Mr. Geo. W. Becker, as a Committee of one, to draw up a form to be used by members in making application for rates; also manner in which the Circular Letters, Proceedings, etc., shall be issued by the Chairman; the matter to be further considered at next meeting."

The subject of rate on whiskey, in wood, any quantity, was brought up by a member stating he would like to see rate restored to Official Classification basis; and after general discussion, the following resolution was adopted:

"Moved, That the subject of rates on alcohol, high-wines, whiskey, etc., in wood, in effect from Cincinnati, Louisville, etc., be referred to Chairman Tucker, with a statement to the effect that it is the sense of this Committee that rates are entirely too low, and that some means should be adopted to having them advanced or restored to the Official Class'n. basis, and request that he take the subject up through the C. F. A., also the C. & O. R. Committee, in line with the above, and advise the Chairman of this Committee at the earliest possible date as to what was accomplished."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 80."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in the C. F. A. Rooms, Chicago, November 25th, 1902.

The Committee appointed at meeting of October 22nd, with reference to unauthorized or individual tariffs, etc., reported, and recommended that, effective January 1st, 1903, Joint Freight Tariff be amended, naming rates as below:

"Tobacco, unmanufactured, and tobacco stems and sift-

ings, in hhds., any quantity, 12 cents per 100 lbs., between East St. Louis, Cincinnati, Louisville, etc.

"Tobacco, stems pressed in bales, C. L., minimum 24,000 lbs., 10 cents per 100 lbs., between East St. Louis, Cincinnati, Louisville, etc.

"Tobacco, leaf, samples in boxes, any quantity, to be eliminated from the tariff.

"Iron and steel articles (as per list on page 7, Joint Tariff I. C. C. B-31, except pipe, cast, plain) between East St. Louis, New Albany, Jeffersonville and Louisville, C. L., minimum Official Class'n., unless otherwise provided for in tariff, 10 cents per 100 lbs.

"Note: The B. & O. S. W. stated that they reserved the right to make same rate apply on iron and steel articles between East St. Louis and Cincinnati, on notice to that effect.

"Your Committee unable to report any further change in grain rates East St. Louis to Louisville than shown in amentment No. 3 to Joint Proportional Tariff I. C. C. No. B-30, effective December 1st.

"Further time requested to report on subject of rates on cotton seed oil, Cincinnati and Louisville to East St. Louis."

The above recommendations of the Sub-Committee were individually accepted and approved.

A letter on the subject of whiskey from points in defined territory to Arkansas points, was submitted at meeting Oct. 22nd, and referred to Sub-Committee. Copy of correspondence, etc., from Chairman Arkansas Freight Committee was sent all members by circular letter Oct. 23rd, No. B-52. The following report, dated Nov. 24th, from the Sub-Committee was submitted and read:

"In the matter of rates on whiskey from points in defined territory to Arkansas,

We recommend, That the Chairman be instructed to reply to Chairman Cale of the Arkansas Freight Committee that, if the lines members of his committee persist in the position outlined in his communication of October 16th, File D-383, to Mr. Fraser, it will necessitate the cancellation of all divisions on all traffic from Cincinnati and Louisville to Arkansas common points, as it is not considered fair to operate divisions that are now in effect on some commodities to the exclusion of others."

The report was accepted, the Committee discharged, and the Chairman instructed to address a letter to the Chairman of the Arkansas Freight Committee as recommended, the reply received thereto to be communicated by circular letter to the members.

The following resolution was adopted:

"Resolved, That effective December 15th, 1902, the rates on whiskey, high wines, etc. ,in wood, between Cincinnati, Louisville, New Albany, Jeffersonville and East St. Louis, will be restored to Official Class'n. basis, it being the understanding that carload rates on this class of traffic will only be applied when the railroads receive shipments direct from the bona fide owner. If forwarding agents or parties other than the absolute owners deliver carload shipments to the railroads, the transportation companies in interest will charge the L. C. L. rates. Further, that the respective local Committees at Cincinnati and Louisville be convened at the earliest possible date to arrange for such machinery as may be necessary to see that this action is strictly carried out."

The following resolution was also adopted:

"Recommended, That a joint meeting be called at Chicago, Dec. 10th, 1902, of the St. Louis-Cincinnati-Louisville Freight Committee, Chicago & Ohio River Committee, and the Peoria Eastbound Lines, for the purpose of revis-

ing rates between the various points under the jurisdiction of those committees. Said meeting to be held at C. F. A. Committee rooms, at ten A. M."

The above was communicated to the Sec'y. of the C. & O. R. Committee by letter the 25th inst., requesting him to arrange for meeting of the C. & O. R. and Peoria lines.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraiser No. 81."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, January 28th, 1903.

Meeting considered the subject of traffic, Louisville to Oklahoma and Indian Territories, and adopted the following resolution:

"Recommended, That divisions be established with the Indian & Oklahoma Territory lines on basis of twenty and eighty per cent, respectively, east and west of East St. Louis, on traffic from Louisville, New Albany, and Jeffersonville; provided that the Indian and Oklahoma Territory lines will, not later than April 1st, 1903, establish the same rates from Louisville, Jeffersonville and New Albany as are in effect from Moline and Rock Island.

The Chairman to communicate to the Western Lines the above action, advising members by circular letter the replies received thereto."

The subject of whiskey from points in defined territory to Arkansas points was considered, and the following resolution adopted:

"Moved, That the subject be referred to a Committee of three (3) to confer with the Arkansas lines, with the understanding that if the Committee reports, the Chairman will submit their report to the members by circular letter, the subject to be further considered at next meeting."

The Chairman appointed on above committee Messrs. Campbell (Chairman), Hart and Irwin.

The meeting also considered the matter of division of rate on cotton seed products, Arkansas and Louisiana, via Cairo, vs. East St. Louis, the subject being brought up by letter suggesting that the Cairo lines increase their proportion of the through rate on this business, as they are now accepting 8½ cents, this being only ½ cent in excess of the proportion demanded from East St. Louis; whereas the proper differential should be two cents above the East St. Louis rate. After discussion, it was

"Moved, That the Chairman take the subject up, with the representatives of the two roads at Cairo, with the view to having them hold the rate from Cairo at least two cents higher than from East St. Louis."

The following resolution was adopted:

"Moved, That checking rates between St. Louis-Cincinnati and Louisville, Evansville and Cincinnati, and Evansville and Louisville, be referred to a Special Meeting of Rate Clerks, to be called at Louisville Hotel, Louisville, Ky., on Tuesday, Feb. 3rd, at 10:00 A. M."

The following were elected on the Executive Committee for the year 1903: Messrs. R. A. Campbell, W. H. Coleman, and Walter Nichols.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 82."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, March 25th, 1903.

Meeting considered the matter of division of rates on cotton seed products, C. L., from Arkansas, via Cairo, etc., vs. East St. Louis. As instructed at meeting of Jan. 28th,

Proceedings No. 19, the above subject was taken up with the traffic officer of the Big Four Railroad, the Iillinois Central, and the C. & E. I. R. R., and each party stated his intention to hold rate on above traffic two cents per 100 lbs. higher from Cairo, Gale, Thebs and East Cape Girardeau, than in effect from East St. Louis to Louisville and Cincinnati.

The rate of 10 cents per 100 lbs. from Cario, etc., to become effective April 6th, 1903.

The rate on grain products vs. grain was also considered, and the replies received in answer to Circular Letter No. B-62 were read and information requested by the Chairman as to what reply to make to Mr. E. S. Tompkins, Commissioner St. Louis Traffic Bureau, and was instructed to inform Mr. Tompkins that it is the opinion of the individual roads, members of this Committee, that the rate on grain products to Louisville and Cincinnati cannot be reduced.

The following was also adopted:

"Moved, That the rates on brick and articles taking same rates from Cincinnati and Louisville to East St. Louis, be made $1.90 per ton. Joint Freight Tariff I. C. C. B-34 to be amended, effective on legal notice."

The subject of filing division sheet with I. C. C. was brought up by letter from a member, and it was

"Moved, That we change back from "Division Sheet" to a "Joint Proportional Tariff," and that copies of said Joint Proportional Tariffs be gven an I. C. C. number and filed with the Interstate Commerce Commission.

Note: The first Joint Proportional Tariff issued to contain same rates etc. as shown in Division Sheet No. B-2 and amendment."

The subject of rates and divisions on canned goods,

Pacific Coast points via East St. Louis, to Lexington, Ky., was brought up by letter from Chairman C. F. A., which was submitted to members by Circular Letter No. B-64, Feb. 23rd. Replies were received from all parties to the effect that proposed figures, 10.7 cents, East St. Louis to Cincinnati, would be accepted.

In view of the fact that divisions in effect via the Southern Ry., East St. Louis to Lexington, Ky., would have the effect of preventing the lines east of East St. Louis from securing an increased division, the Chairman was instructed to take the matter up further with A. G. F. A. Southern Ry., with the view of his making a demand upon the western lines for a change in the divisions, i. e., to allow an arbitrary of six cents per 100 lbs., Louisville to Lexington, and divide the balance on agreed percentages.

The question of proportional rates from Upper Mississippi River crossings vs. East St. Louis was brought up by letter from a member, and the Chairman took the subject up with Mr. P. P. Rainer, Secretary Joint Rate Committee, and correspondence between this office, Secretary Rainer and Chairman Tucker was read for the information of the members of the Committee, and it was

"Resolved, That the Chairman urge upon Secretary Rainer the importance of having the proper proportional rates maintained from Upper Mississippi River, in accordance with Joint Rate Committee Division Sheet No. 20, or subsequent issues."

Chairman called attention to C. F. A. Information No. 4136 and 4138, March 14th-4142 March 16th-4145 March 17th-4160 and 4165 March 20th, making various changes in rates, weights, etc., and requested instructions as to whether an amendment shall be issued to tariffs of this Committee when each and every change is made in rates, etc., by

issuance of C. F. A. Information, etc., and after discussion, it was

"Moved, That the Chairman shall issue tariff or amendment on the 1st, 7th, 14th and 21st of each month, if occasion requires, the idea being to keep the Committee tariffs fully up to date. It being understood that the Chairman shall use his discretion to promulgate important changes or to change the date within a reasonable range, if it is found advisable by him to do so."

Chairman read telegram of March 24th from the Chairman of the Louisville Freight Committee, recommending rate of $1.65 per ton on gas-house coke, Louisville, New Albany and Jeffersonville, to East St. Louis, and calling attention to Section F of Articles of Organization, specifying that coal and coke shall be excluded from accounts and statistics of the Committee; and in view of the above it was decided that no action was necessary by this Committee.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 83."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, May 27th, 1903.

The question of division of rates on cotton-seed products from Arkansas, via Cairo vs. East St. Louis, was considered, and resolution was offered and Chairman instructed to submit same by circular letter to all members, as follows:

"I move you, That the rate from East St. Louis to Cincinnati and Cincinnati, points, Louisville and Louisville points (under the jurisdiction of this Committee) on cotton-seed oil, C. L., originating in territory west of the Mississippi River, be made 8 cents per 100 lbs., it being understood that the rate from East Cape Girardeau, Gale, Thebes and Cairo will be 10 cents on the same traffic.

The meeting considered proportional rates from Upper Mississippi River crossings vs. East St. Louis, and Chairman read letter of May 14th, File A-1623C, from Secretary Joint Rate Committee, calling attention to action taken at conference between eastern and western lines, May 7th, and it was

"Moved, That the action taken at Chicago meeting, May 7th, be approved, and the recommendation adopted be incorporated in the proceedings of this Committee."

The recommendation is as follows:

"Recommended, That on Trans-Mississippi River traffic, subject to the Mississippi River rate basis as proportions of through rates, the class and commodity rates from East St. Louis, Ill., to all points east of the Indiana-Illinois State line may be applied as minimum proportional rates from east bank Mississippi River points north of East St. Louis to East Dubuque, inclusive, and in the application of the foregoing the western roads should not observe from eastbank Mississippi River points as maximums to intermediate points the rates from East St. Louis to destinations beyond, but, on the contrary, the western roads will hold from east bank Mississippi River points to such intermediate destinations the rates actually current thereto from East St. Louis."

The subject of stopping in transit at Louisville and Cincinnati, glass bottles, lamp chimneys, etc., from C. F. A. territory to the Southwest, was submitted in circular letter No. B-75, April 23rd. In reply thereto all members advised that they would discontinue the stop-over privileges, etc. The Chairman Southwestern Tariff Committee was advised of the action taken, and requested to have tariff amended accordingly. (See circular letter No. B-79).

At meeting today correspondence was read and Chairman instructed to acknowledge receipt of Chairman Cale's letter May 13th, advising him that members of this Com-

mittee cannot be parties to the practice referred to (Letter written 28th inst.) It was also

"Moved, That the Chairman correspond with Chairman Washburn representing the lines south of the Ohio River, and advise him of the action taken by the roads, members of this Committee, and request that lines south of the Ohio River take similar action (Letter written 28th)."

The following resolution was adopted, in regard to rate on asphalt, East St. Louis to Louisville and Cincinnati, when from Texas:

"Moved, That Missouri Pacific be advised that if they will establish a through rate of 26½ cents and issue through tariff and division sheet, we will accept 7½ cents minimum weight 40,000 lbs., East St. Louis to Cincinnati and Louisville."

The question of rate on wall plaster, East St. Louis to Louisville, when from the West, same as cement plaster, was taken up, and it was moved, "That wall plaster be included with cement plaster in proportional tariff and at same rate."

The record shows that the roads declined to make a reduction in rate on tobacco stems, East St. Louis to Louisville.

The question of rates and divisions on bones and horns from Mexico was brought up, and as the subject had been submitted by circular letter No. B-73, of date April 20th, and all members answered that they were adhering to rule as shown in Proceedings No. 16, page 2, Sept. 24th, 1900, the subject was tabled.

Also the following resolution was adopted, with reference to rate on railway equipment, new:

"Moved, That the rates applicable on railway equipment, new, from Jeffersonville to Chicago, as per C. & O. R.

Through Freight Rates No. 46 be made to apply from Jeffersonville to East St. Louis."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 84."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnait-Louisville Freight Committee, held at Louisville, Ky., July 22nd, 1903.

The meeting considered the matter of proportional rates from Upper Mississippi River crossings vs. East St. Louis. This subject was last considered May 27th (See Proceedings No. B-21). On June 27th Chairman received letter from a member calling attention to Santa Fe Amendment No. 36 to Tariff No. 31-A, establishing proportional rate of 5 cents. Chairman stated that he had taken subject up with Mr. P. P. Rainer, Sec'y. Joint Rate Committee, and received telegram dated July 22nd, that he had been advised by G. F. A. Santa Fe that he had arranged for the cancellation of rate of 5 cents from East Fort Madison to Ohio River crossings.

No further action being necessary on the part of this Committee, it was

"Moved, That the subject be tabled."

The following resolution was adopted:

"Resolved, That the Chairman correspond with Chairman C. F. A., and have him withdraw rates on stone-dust to Evansville and East St. Louis, as per C. F. A. Info. 4461, with the further advice that this Committee has full jurisdiction over the publication of rates between Louisville, Evansville and East St. Louis."

The Chairman was instructed not to publish the rates unless instructed later by the Committee to do so.

The subject of rate on cement, East St. Louis to Louisville, Cincinnati, etc., was considered, being brought up by letter from a member, which the Chairman read, and after consideration the following was adopted:

"Roads interested individually advise that effective on legal notice the rates on cement, common or natural, Hydraulic and Portland, will be 10 cents per 100 lbs., from East St. Louis to Cincinnati, Louisville and points under the jurisdiction of this Committee, C. L., minimum weight 38,000 lbs."

The following resolution was also adopted:

"Moved, That one-half rates be made applicable on broken and defective parts of farm wagons, returned to manufacturer (original consignors), this action being necessary on account of same rule being in effect through other gateways. This to apply between points under the jurisdiction of this Committee."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 85."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, September 23rd, 1903.

Meeting considered proportional rates on cotton-seed oil from East St. Louis to Cincinnati, Louisville, etc. This subject was last considered at meeting May 27th, 1903, Proceedings No. B-21, and was submitted to members by circular letter B-82, May 28th; and to C. & E. I., C. C. C. & St. L., and I. C., Cairo, etc., roads by joint letter, May 28th, File B-383. Result, the adoption of proportional rate from East St. Louis, 8 cents, and from Cairo, etc., 10 cents, promulgated by circular letter No. B-86, June 15th, 1903.

At meeting to-day the subject was brought up again by

letter from a member which was read, and after discussion the following announcement was made:

"Lines interested individually advise their intention to cancel present proportional rate of 8 cents per 100 lbs., and make effective rate of 12 cents per 100 lbs., on cotton-seed oil, in C. L., minimum in wood, 30,000 lbs., in tanks, capacity of tank, from East St. Louis to Louisville and Louisville points, and Cincinnati and Cincinnati points, under the jurisdiction of this Committee, on oil coming from west of the Mississippi River, provided similar advance in proportional rates on cotton-seed oil may be obtained from Cairo, Thebes, East Cape Girardeau and Gale, Ill."

"Note: The Chairman to submit the proposition to the Cairo, etc., lines in a Joint Letter, and to advise result to members of the Committee, by circular letter."

The Chairman stated that the proposition of making a change in rates on chatts, phosphate rock, sand, gravel, and glass sand, was submitted by circular letter No. B-91, August 1st, 1903, but answers received were not such as to warrant him in disposing of the subject; and after consideration to-day, it was "Moved, That the tariff remain as at present printed."

The following was also adopted:

"Moved, That the Chairman call the attention of the Inspection Bureau to the fact that shipments of chatts are being handled as sand, at the sand rate."

The following resolution was adopted:

"Moved, That the tariff be corrected, making the rate on tan bark, spent, from Cincinnati, Louisville, etc., to East St. Louis, 6½ cents per 100 lbs., C. L., minimum 50,000 lbs."

Also, the following was adopted, with reference to rate

on gas-house coke, Cincinnati and Louisville to East St. Louis, Ill.:

"Moved, That the tariff be corrected, making the rate from Cincinnati, Louisville, etc., to East St. Louis, $1.40 per ton, and from Cincinnati to Evansville, $1.40 per ton, C. L., minimum weight as per Official Class'n."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 86."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, Mo., November 25th, 1903.

The question of rate on Portland cement, East St. Louis to Louisville, Ky., was considered, being brought up by letter from member making application for rate of 7 cents per 100 lbs., East St. Louis to Louisville, and submitted to members by circular letter No. B-102, also circular letter No. B-106, giving result. After consideration at meeting to-day, it was

"Resolved, That the question of rates on cement in general, between East St. Louis, Louisville, Cincinnati, etc., be referred to a Committee of four (4), to make recommendation to this Committee at next meeting."

The Chairman appointed as the Committee, Messrs. M. S. Connelly, Chairman, R. A. Campbell, Edw. Hart, Jr., and L. J. Irwin.

The Committee was instructed to also consider at the same time the subject of through rates and divisions on cement plaster to Cincinnati, Louisville, etc., from Acme, Texas. (See Proceedings, Dec. 19th, 1900); from Marlow, I. T., etc., via M. K. & T. R. R. (See Proceedings No. 13, April 17th, 1902); also Marlow, I. T., via Frisco

Route (See circular letter B-98, Sept. 14th, 1903, Cement should be Cement Plaster.

Through rates and divisions from Marlow, I. T., only authorized by letter to G. F. A., Frisco, Sept. 21st.

Meeting also considered the subject of cotton-seed oil, etc., proportional rates from East St. Louis, Cairo, etc., on shipments originating west of the Mississippi River, and Chairman read correspondence since last meeting; and after careful consideration, action was taken as follows:

"Interested lines individually advise that effective Dec. 31st, 1903, the proportional rates in Joint Freight Tariff I. C. C. B-37, on cotton-seed oil, from East St. Louis to Cincinnati and Louisville, etc., be cancelled.

Effective January 1st, 1904, rate from East St. Louis to Cincinnati and Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee) on cotton-seed oil, foots, settlings, residuum, tank bottoms and soap stock, originating at points west of Mississippi River (except as provided below) will be 10 cents per 100 lbs., with the understanding that Cairo, Gale, Thebes, and East Cape Girardeau lines shall hold a differential yielding a proportion from Cairo, Gale, Thebes and East Cape Girardeau, on such traffic, of not less than 2 cents per 100 lbs. over East St. Louis.

The understanding being that where through rates are published from Arkansas common or pro-rating points to Cincinnati and Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee), established per cents of 60 per cent for Arkansas lines and 40 per cent for Committee lines, via East St. Louis, shall prevail for the division of such rates, said division to be subject to a minimum of 8 cents per 100 lbs., East St. Louis to Cincinnati, Louisville, etc., with the understanding that Cairo, Gale, Thebes and East Cape Girardeau lines shall not accept less than a differential of 2 cents per 100 lbs.,

over East St. Louis, with a minimum of 10 cents per 100 lbs.

On cotton-seed oil, foots and settlings, residuum, tank bottoms and soap stock from non-pro-rating points in Arkansas, as well as other points west of the Mississippi River, rate of not less than 10 cents per 100 lbs. shall be accepted from East St. Louis and from Cairo, Gale, Thebes, and East Cape Girardeau, 12 cents per 100 lbs."

The Chairman called attention to Arkansas Freight Committee Tariff No. 4-B, Mo. Pacific No. 4570, and Division Sheets, stating that he had taken the position that the Committee legislation at meeting May 27th, 1903, cancelled the action of meeting February 27th, 1902, Proceedings No. 4, etc., making the Tariff rates from East St. Louis apply on this traffic.

Correspondence on the subject was read, and after discussion the following action was taken:

"Lines, members of this Committee, individually advise that, effective January 1st, 1904, in the division of through rates on cotton-seed products, C. L., minimum weight as per Official Class'n. (except cotton-seed oil, foots, settlings, residuum, tank bottoms and soap stock) forwarded from all points in Arkansas (except Texarkana), via East St. Louis, to Cincinnati and Cincinnati points, Louisville and Louisville points, under the jurisdiction of this Committee, they will accept 40 per cent of the established through rates from the original point of shipment.

Note: G. F. A. Mo. Pacific, and Chairman Arkansas Freight Committee will be advised of this action."

The Chairman called attention to the fact that a member of the Committee was applying pig lead rate on antimonial pig lead, and after discussion the following was adopted:

"Resolved, That the Chairman be instructed to correspond with the representative of the line who is now hand-

ling antimonial pig lead at the pig lead rate, and request him to honor correction on any shipments that are so billed and report result by advice letter to the members of the Committee."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 87."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Louisville, Ky., February 3rd, 1904.

Meeting considered matter of rates, etc., on all kinds of cement and plaster. This subject was last considered at meeting November 25th (See Proceedings B-24), and referred to a Special Committee, consisting of Messrs. Connelly, Hart, Campbell and Irwin, for consideration and report to the General Committee. At meeting to-day the Chairman read report of Special Committee, and after careful consideration and adoption of report by sections, it was individually announced by members of the Committee that the report of the Special Committee be adopted as a whole, and that tariffs be amended in accordance therewith.

The subject of rate on mixed carload dressed meats and packing-house products, East St. Louis to Louisville, was brought up by the Inspection Department issuing corrections on shipments of packing-house products to 5th class, etc., which are declined by member forwarding shipment.

At meeting to-day the Chairman read correspondence on the subject, and general discussion followed. Attention was called to Official Class'n rating on packing-house products to Joint Freight Tariff I. C. C. B-36 naming commodity rate 12 cents, also to Rule 3, page 4, of Joint Freight Tariff, the contention being that the rules seem to conflict, and it was

"Moved, That the matter be left to the Chairman for in-

vestigation, and if found that instructions conflict, or are not clear, to suggest a remedy."

Meeting considered the question of basis for division of rates on Government freight to points west of the Mississippi River, the subject being brought up by letter Dec. 23rd, from a member, submitted to members by circular letter No. B-109, Dec. 26th, File B-446. At meeting today the Chairman read replies received, some of which were that subject be docketed for consideration at meeting. After discussion, the following was adopted:

"Whereas, The question having arisen as to the proper basis for dividing net land grant rates on Government Traffic forwarded from Jeffersonville, Ind., to points west of the Mississippi River, to which the through rates on commercial traffic are based on Mississippi River combination, and,

Whereas, The discussion develops that some lines are of the opinion that the lines east of East St. Louis, on traffic moving via that gateway should require full tariff rates, while others are of the opinion that the lines to East St. Louis should shrink their revenue to the extent of the net rate available to Upper Mississippi River crossings, by reason of the land grant haul of the Illinois Central R. R. between Kankakee and Chicago, and,

Whereas, It is understood that this land grant deduction through Kankakee and Chicago is equivalent to 7½ per cent of the current proportional rate from Jeffersonville to Upper Mississippi River crossings, it is

Recommended, That the lines, members of this Committee, announce to their western connections that in the equalization of net land grant rates on this particular traffic, the lines from Jeffersonville to East St. Louis will not accept less than 99½ per cent of the full tariff rate current from Jeffersonville to East St. Louis, the notice to this effect

to be filed with the western roads interested, by the Chairman of the Committee for account of individual lines."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 88."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, May 25th, 1904.

The following resolution was adopted, with reference to rate on fire brick:

"Moved, That the rate on fire brick, C. L., minimum 40,000 lbs., from Louisville only, to East St. Louis, be made $1.75 per ton."

The subject of commodity rating on car wheels and axles was brought up by correspondence from the Inspection Department, and the following resolution adopted:

"Moved, That the commodity rating on wheels, car, new, and axles, applies on wheels, car, separate or attached to axles, C. L., minimum weight 40,000 lbs."

Meeting considered question of rate on leaf tobacco samples, in boxes, and the following resolution was adopted:

"It is the understanding of the St. Louis-Cincinnati-Louisville Freight Committee that when shipments of tobacco samples accompany shipments of unmanufactured tobacco in hogsheads, the weight of the tobacco contained in the cases of samples is included in the weight marked on the hogsheads, therefore, if the entire shipment is billed at the total gross weight, as marked on the hogsheads, such weight will cover the entire shipments and no extra charge should be made for the weight of the samples. If tobacco samples in cases be shipped not accompanied by hogsheads, then Official Class'n rate should apply."

The question of basis for division of rates on Government freight to points west of the Mississippi River was considered, and the Chairman called attention to Circular Letter No. B-119, giving present status of this matter, and after discussion, the following was adopted:

"Moved, That lines, members of this Committee re-affirm their previous individual announcement (Proceedings B-25, Feb. 3rd, 1904), and as shown in joint letter to Western Roads, issued by the Chairman, Feb. 8th, File B-448, and all pledge themselves to stand by this position."

The term for which the Executive Committee was elected in January, 1903, having expired, Messrs. R. A. Campbell, Wm. Hodgdon and Walter Nichols were elected as Executive Committee for the year 1904.

Meeting considered the subject of rules governing shipments of packing-house products, fresh meats, etc., which was brought up by a letter from a member. The Chairman stated that the rules published in Joint Committee Tariff I. C. C. B-38 are a copy of rules published in C. & O. R. Committee Circular Letter No. 353, April 5th, 1904, as instructed by members of the Committee in reply to Circular Letter No. B-126.

After consideration, the following was adopted:

"Whereas, The wording of the present Rule No. 3 in Amendment No. 3 to I. C. C. B-38, governing shipments of packing-house products, etc., results in misunderstanding of the desire of lines members of the Committee, particularly with the inspectors and local agents. Lines interested individually announce that Rule No. 3 governing shipments of packing-house products, etc., be amended to read as follows:

Rule 3: When any of the articles specified in Note 1 or articles taking 5th class rates in carloads as per current Official Class'n are loaded into a car containing 3,000

pounds or less of dressed beef, sheep or hogs, said dressed beef, sheep or hogs shall be charged for at the carload dressed beef rate at 3,000 pounds. All other articles specified in Note 1 at the carload packing-house product rate, actual weight, and those not specified in Note 1, taking 5th class in carloads, as per current Official Class'n, at the actual weight, and at their carload class rate, but the weight of the latter shall not be used to make up the deficiency where the weight of the dressed beef, sheep or hogs is less than 3,000 lbs. Should the car contain a greater quantity than 3,000 pounds of dressed beef, sheep or hogs, the actual weight of the dresed beef, sheep or hogs shall be charged for. Other articles than those enumerated in Note 1 and articles taking 5th class in carloads, as per current Official Class'n, may be loaded in the same car, but such other articles will be charged for at the less carload rate applying thereon. In no case, however, will the minimum charge on the entire shipment be less than 20,000 lbs. at the dressed beef rate."

Members read correspondence on the subject of restoring whiskey in wood, any quantity, to Official Class'n rating, and the following was adopted:

"Lines members of this Committee, carrying a 17-cent rate, any quantity, on whiskey, in wood, from Louisville and Cincinnati to East St. Louis, individually advise that effective June 15th, rates will be restored to the Official Class'n basis, and the Chairman is requested to correspond with the Chairman of the Louisville and Cincinnati Freight Committees, with the view to having same basis announced from Cincinnati and Louisville to Upper Mississippi River crossings."

The subject of rate on scrap iron was brought up by letter from a member making application for a reduction in rate. The subject was submitted to members by Circular Letter

No. B-125, April 22nd, and was disposed of as shown in Circular Letter No. B-127, May 2nd. At meeting to-day the member making the application stated his reasons, and after some discussion, the following was adopted:

"Lines interested individually advise that, effective on legal notice, they will make rate on scrap iron, from East St. Louis to Louisville and Louisville points, Cincinnati and Cincinnati points, $1.70 per gross ton, 2240 lbs., C. L. minimum weight 15 gross tons."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 89."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, Mo., June 22nd, 1904.

The following resolution was adopted, with reference to rate on talc, carloads:

"Moved, That a rate of 10 cents per 100 lbs. be established on talc, C. L., minimum weight 40,000 lbs., between East St. Louis, Cincinnati and Louisville."

Meeting considered the matter of application via Upper Mississippi River crossings of rates on commodities in this Committee's tariffs, and the Chairman stated that this subject was brought up by letter from the Audtor of the U. S. Treasury Department, requesting information as to whether the commodity rates published by this Committee in their tariff were applicable on traffic via Upper Mississippi River crossing, etc. Correspondence was read, and as the subject was satisfactorily disposed of by the Chairman, it was moved that the subject be stricken from the docket.

Meeting also considered the subject of minimum car-load weight on potatoes from Texas, via East St. Louis to Cincinnati and Louisville. This subject was submitted to mem-

bers by Circular Letter No. B-131, June 18th, 1904, and after consideration at meeting to-day, it was

"Moved, That there be no change in the present minimum C. L. weight of 30,000 lbs. on potatoes from East St. Louis, when coming from beyond, and the Chairman be instructed to call attention of the western lines to the fact that the minimum required by lines east of East St. Louis is 30,000 lbs., with the request that such lines as have tariffs at variance with this minimum, correct their tariffs accordingly."

The following resolution was also adopted:

"Moved, That the Chairman is hereby instructed to investigate, and if it is found that the through rate on melons in carloads, from Southeastern Missouri and Arkansas points to Louisville and Cincinnati, are made on combination to and from Cairo, and are less than the combination via East St. Louis initial lines be authorized to publish the same through rates via East St. Louis as are applicable via Cairo, such through rates to allow western lines the same proportion to East St. Louis as accrues to them on like shipments to C. F. A. points (as per C. F. A. Info. 5244), provided said through rates do not in any case allow lines east of East St. Louis less than 18 cents per 100 lbs. to Louisville and Cincinnati. In other words, the Chairman, after investigation, is to furnish western lines with the rate per 100 lbs. that will be accepted by lines east of East St. Louis to Louisville and Cincinnati."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 90."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, Mo., September 28th, 1904.

Meeting took up the matter of rate on leaf tobacco samples in boxes, which subject was last considered at meeting

June 22nd, and referred to Cincinnati and Louisville Freight Committee for consideration and recommendation. At meeting to-day Chairman read the reports of the Cincinnati and Louisville Committees, which was to the effect that the weight of the hogshead includes the weight of the samples, and the samples should, therefore, be carried free, when shipped with the hogshead.

In view of the recommendation of the Louisville and Cincinnati Committees, it was,

"Moved, That we re-affirm action taken at meeting May 25th, proceedings No. B-26, as follows:

'It is the understanding of the St. Louis-Cincinnati-Louisville Freight Committee that when shipments of tobacco samples accompany shipments of unmanufactured tobacco in hogsheads, the weight of the tobacco contained in the cases of samples is included in the weight marked on the hogsheads, therefore if the entire shipment is billed at the total gross weight, as marked on the hogsheads, such weight will cover the entire shipment, and no extra charge should be made for the weight of the samples.

If tobacco samples in cases be shipped not accompanied by hogsheads, then Official Class'n. rate should apply.'

Chairman called attention to rates published in C. F. A. Info. 5443 on cast iron pipe, C. L., and requested information as to whether rates named therein from Cincinnati, Ohio, Louisville, Ky., Jeffersonville and New Albany, Ind., to East St. Louis, be published in this Committee's tariffs.

Attention was also called to C. & O. River Committee proportional rates No. 2, publishing rate on pipe and fittings, cast iron; and after discussion, it was

"Moved, That the Chairman be instructed to publish rates shown in C. F. A. Info. 5443 in this Committee's tariffs on pipe and fittings, cast iron; the rate to apply westbound only."

The subject of proportional rate on grain, East St. Louis to New Albany, Ind., was brought up by letter from a member requesting that rate of 4 cents per 100 lbs. on grain to Louisville be shown in the proportional tariff as also applying to New Albany, Ind., via the Southern Ry., and it was

"Moved, That the Chairman be instructed to amend Joint Proportional Tariff I. C. C. B-41, making rate of 4 cents per 100 lbs, on grain to Louisville also apply to New Albany, Ind., via the Southern Ry."

Meeting considered rate on bolts, handle, in the rough C. L., the subject being brought up by correspondence from a member, which was read. It was stated that the commodity in question was simply rough timber and entitled to the lumber rate, and after due consideration the following was individually adopted by roads interested:

"Moved, That rate of 9 cents per 100 lbs. be established on bolts, handle, in the rough, sawed or split, C. L., minimum weight 30,000 lbs., from East St. Louis to Louisville and Louisville points."

The following resolution was adopted:

"Moved, That the proportional rate now in effect on broom corn to Louisville be authorized to apply to Cincinnati also."

The subject of rate on glass bottles, C. L., Evansville to Louisville, was brought up by a member making application for rate of 10 cents per 100 lbs., Evansville to Louisville, account of river competition, and similar rates being in effect from the Gas Belt. After discussion, the following, was individually adopted:

"Moved, That rate of 10 cents per 100 lbs. be established on glass bottles, C. L. minimum weight 26,000 lbs., from Evansville to Louisville. The rate via boat to be made the

usual differential under the all rail rate, via. 2 cents, making rate via boat 8 cents."

The following resolution was also adopted:

"Moved, That rate of 6 cents per 100 lbs. be established on wrapping paper, C. L., minimum weight 40,000 lbs., all rail, Evansville to Louisville, the rate via boat to be 1 cent less, viz.: 5 cents per cwt."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 91."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, Mo., November 23rd, 1904 .

Meeting considered rates on glass bottles, and glassware, the above subjects having been submitted by circular letter Nos. B-151 and B-148 and 149 respectively. It was stated by a member that a meeting had been called in Chicago, Nov. 29th, by Chairman C. F. A., to consider rates on glassware, etc., generally, and it was "Resolved, That the above subjects be laid over until action of meeting called for Nov. 29th, is ascertained." It was also

"Resolved, That in the event action is taken in Chicago looking toward the restoration of rates, that the Chairman will immediately call a meeting of this Committee to consider the subject."

Meeting also considered proper rating to apply on hams, loose, C. L., in refrigerator cars. The Chairman called attention to the fact that in the Joint Freight Tariff I. C. C. B-40 there is an item in the commodity list "Meats, Bulk, C. L., Minimum 28,000 lbs." which has caused controversy as to its proper application, and it was

"Resolved, That the item, "Meats, Bulk, C. L., minimum weight 28,000 lbs." be eliminated from tariff."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 92."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, January 25th, 1905.

Meeting considered rate on glass bottles, carloads, which subject was last considered at meeting Nov. 23rd, proceedings No. B-29. At meeting today, it was

"Resolved: That in view of C. F. A. legislation placing glass bottles on basis of 6th class, with minimum 30,000 lbs., it is the sense of this Committee that all rates on this commodity between points subject to the jurisdiction of this Committee be made to conform thereto. (See C. F. A. Info. 5569, effective Dec. 8th, 1904, to expire June 30th, 1905)."

The subject of rate on sand from Missouri pits was submitted to members by circular letter Nos. B-153, B-156 and B-159, and brought up again at meeting today by letter Jan. 16th, file 10077-R from Chairman C. F. A., which was read, and action taken as follows:

"Whereas, It is the sense of this Committee that in order to protect the present rate adjustment as between Missouri and Illinois pits it is necessary for western roads to publish through tariffs and for eastern roads to cancel their proportional rates from East St. Louis to Louisville, Cincinnati, etc.

Resolved, That the Chairman so advise western roads, requesting them to publish through rates, and take the question up with roads members of the St. Louis Eastbound Freight Committee, with a view of having them take like action to Gas Belt and other points."

A note in the record states that this subject will be presented to the St. Louis Eastbound Freight Committee at their next meeting.

The subject of rates on scrap iron from Cincinnati and Louisville to East St. Louis was submitted by circular letter

No. B-160, Jan. 19th. Answers not having been received from all members, the subject of rate in both directions was considered at meeting today, and it was individually announced that the rate on scrap iron, C. L., minimum 15 gross tons, would be $1.80 per gross ton, between East St. Louis-Cincinnati and Louisville, effective on legal notice, and it was

"Resolved, That the Chairman be instructed to amend Tariff I. C. C. No. B-42 in accordance with the announcements."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 93."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in C. F. A. Rooms, Chicago, Ill., May 11th, 1905.

Meeting considered rates on burlap and gunny bags, East St. Louis vs. New Orleans and Memphis, to Cincinnati, Louisville, etc. This subject was brought up by letter from a member, submitting letter from the St. Louis Traffic Bureau. After consideration, it was

"Moved, That the Chairman correspond with Mr. M. P. Washburn, Chairman, Southeastern Mississippi Valley Ass'n., regarding rate in effect to Cincinnati, Ohio, Covington and Newport, Ky., New Albany and Jeffersonville, Ind., from New Orleans, Memphis, etc., with the view of ascertaining whether an advance can be made to the points named, as well as to Central Freight Association territory."

The subject of rate on scrap iron, C. L., Evansville to Cincinnati, was brought up by member calling attention to individual issues from Evansville and East St. Louis. After consideration, it was

"Moved, That the matter be deferred until the meeting on the 19th inst., the Chairman to advise G. F. A. Ill. Cent.

R. R. that the question of an advance from both Evansville and East St. Louis is being under consideration."

Meeting considered the matter of application for rate and divisions on mahogany logs or timber, East St. Louis to Cincinnati, when from Mexican Gulf ports via Galveston and Texas City, and after consideration of the proposition the following was adopted:

"Moved, That the roads, members of this Committee, be authorized to accept from East St. Louis to Cincinnati and Louisville respectively 32.6 per cent of the gross inland rates, with a minimum of 8 cents per 100 lbs. Initial lines to publish through tariff and division sheet."

The following resolution was adopted:

"Recommended, That the Chairman appoint Special Committees to check the commodity list and rates now published in Tariff I. C. C. No. B-42 and Amendment No. 3, in effect between East St. Louis-Louisville and Louisville points, and East St. Louis, Cincinnati and Cincinnati points, for the purpose of making recommendation as to any change in list of commodities or rates that can be made, and report to the Chairman at the earliest possible date in order that he may transmit the Special Committee's recommendation by circular letter to the general Committee prior to meeting to be called at the new Seelbach Hotel, Louisville, Ky., May 19th, at 10:00 a. m.

Said Committees to consist of six (6) westbound roads, three (3) at Cincinnati, three (3) at Louisville, and four (4) eastbound roads, representing Cincinnati, Louisville, etc., from St. Louis.

The Committees above referred to and other members to meet on the 19th inst. for joint consideration and final action on the Special Committees' reports; and it was further

Recommended, That where individual tariffs are in effect

which have not been sanctioned by this Committee, that all roads publishing the same furnish said Special Committees with copies thereof."

The representatives of roads named below were appointed to act on said Special Committees:

At Cincinnati: B. & O. S. W. R. R.; C. C. C. & St. L. Ry.; P. C. C. & St. L. Ry.; S. T. McLaughlin, Chairman.

At Louisville: L. H. & St. L. Ry.; Southern Ry.; B. & O. S. W. R. R.; L. J. Irwin, Chairman.

At East St. Louis: Southern Ry.; L. H. & St. L. Ry.; B. & O. S. W. R. R.; Vandalia R. R.; R. A. Campbell, Chairman."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 94."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Cincinnati, Ohio, May 19th, 1905.

Meeting considered the subject of division of rates between Cincinnati and Louisville and Arkansas points, via East St. Louis. This subject was brought up by letter from B. & O. S. W. R. R., calling attention to action taken at meetings Jan. 23rd (Proceedings No. 1), and June 26th (Proceedings No. 6), and raising the question as to what basis of divisions should govern in dividing through rates to Fort Smith, Ark., if shipments move via M. K. & T. R. R., etc.

After discussion the lines represented individually announced that they will demand their full locals to East St. Louis on Fort Smith traffic, except in connection with the St. Louis Southwestern and St. Louis, Iron Mountain & Southern Roads, via which routes the percentage division of 30 per cent of the Little Rock rate will be accepted by lines east of East St. Louis.

The Chairman was also instructed to take the subject up with F. T. M., St. L. & S. F. R. R., referring to previous correspondence, and ask him if he is not now willing to authorize the application of differential rates on business from Cincinnati and Louisville to all his local points, in which event we will be willing to accept 30 per cent of the Little Rock rates uniformly to common as well as local points."

Meeting also considered division of rates from Louisville, etc., to Indian and Oklahoma Territory. This subject was considered at joint conference with Indian and Oklahoma Territory Committee on May 17th, at which time no understanding was arrived at. After discussion at meeting today, lines represented individually announced that, effective June 1st, they will not accept less than their full local rates from Cincinnati, Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee), to East St. Louis, on traffic destined to Indian and Oklahoma Territory, and that the Chairman be instructed to so notify southwestern lines, through Mr. Geo. W. Cale, Chairman.

Members of this Committee to be furnished with a copy of the notice by circular letter.

As provided for at meeting of the 11th (Proceedings No. B-31), the Sub-committees appointed to consider and recommend changes in list of commodities, etc., published in Joint Freight Tariff, made their reports; and after due consideration of the subjects, it was deemed advisable to have conference with the Chicago and Ohio River Committee, and the Chairman was instructed to correspond with Secretary of the C. & O. R. Committee, with the view of arranging for a conference at the earliest possible date, and notify the members by circular letter.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 95."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in the Chicago & Ohio River Committee rooms, Chicago, Ill., June 2nd, 1905.

Meeting considered rules governing shipments of packing-house products and dressed meats. This subject was last considered at meeting May 25th, 1904; and was also taken up with Chairman C. F. A., and Secretary C. & O. R. Committee, with the view of having same list and rules made applicable by the C. F. A., C. & O. R. Committee, and St. L.-C.-L. Frt. Committee: On March 22nd, 1905, the proposition was referred to a Special Committee, Messrs. Rainer, Fulton and Fraser, under the following resolution:

"Resolved, That this subject be referred to a Committee, consisting of Messrs. Paul P. Rainer, R. M. Fraser and C. E. Fulton, for the purpose of drafting uniform rules to govern the handling of shipments of the traffic in question, said rules to be in harmony with the rules of the Central Freight Association."

Attention being called to report of the Special Committee, also to C. & O. R. Committee Circular Letter No. 383, May 29th, 1905, which were given consideration, it was individually announced by lines represented that, effective June 19th, their rules governing shipments of packing-house products and fresh meats, between East St. Louis, Cincinnati, Louisville, etc., would be as per Chicago & Ohio River Committee Circular Letter No. 383, and Chairman was instructed to print same in the Committee tariffs.

At the meeting in Cincinnati, May 19th, it was suggested that when the Committee tariffs are re-issued, the rates be shown in four (4) columns; i. e., two eastbound, and two westbound. After consideration to-day, the Chairman was instructed to make the change suggested.

Meeting considered rates and divisions on cotton-seed products, Arkansas points to Cincinnati and Louisville, via East St. Louis. Attention was called to Mo. Pacific Tariff No. I. S. 12593 and Division Sheet No. 21 in connection therewith, showing divisions allowed lines east of East St. Louis, contrary to action taken at meeting of the Committee November 25th, proceedings No. B-24, 1903, etc., and after discussion the subject was referred to a meeting of the initial lines at St. Louis, with Mr. Fraser as Chairman, to take this matter up and adjust it finally.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 96."

Plaintiff offers in evidence record of special meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at St. Louis, June 8th, 1905.

After discussion and full consideration, the following was adopted:

"Recommended, That each line notify the Missouri Pacific and St. Louis Southwestern Railroads that they will demand east of East St. Louis on cotton-seed products, from Arkansas points (except Texarkana) to Louisville, Ky., Cincinnati and Ivorydale, Ohio, 40 per cent of the current through rate from point of shipment, subject to minimum of 8 cents per 100 lbs., on oil, residuum, foots, settlings, tank bottoms and soap stock, and request the cancellation of any division sheet issued on any other basis.

It is understood that lines east of East St. Louis will not accept, on this traffic, a sub-division of the proportion accruing to lines north of Cairo, based on 40 per cent of the through rates, plus an arbitrary of 2 cents.

Each line will also notify the Missorui Pacific of intention to demand on cotton-seed products, all kinds, from points in Indian and Oklahoma territory and in Louisiana,

to Cincinnati, Ivorydale and Louisville, their full local or proportional rates east of East St. Louis.

Note: Advices as above to be transmitted through Mr. Fraser."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 97."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at French Lick Springs, Ind., July 7th, 1905.

Meeting considered rate on scrap iron, carloads; the subject having been last considered by this Committee, as shown in Proceedings No. B-30, Jan. 25th, 1905.

At joint conference with the C. & O. R. Committee, Chicago, June 2nd, 1905, it was decided that matter be made subject of joint conference meeting between East St. Louis Committee, C. & O. R. Committee and C. F. A. lines, for general check in lining up all rates.

In line with above, Chairman C. F. A. issued call No. 269, dated June 30th, for joint conference to be held at French Lick Springs, July 7th. Mr. C. E. Fulton was elected Chairman of the joint conference on the subject of scrap iron rates generally, and will issue report showing the action taken.

The subject of rate on lumber between New Albany, Jeffersonville and Evansville was brought up by letter from the Evansville Traffic Bureau, stating that a rate of 8 cents per 100 lbs. was in effect on lumber, C. L., New Albany to Evansville, whereas this Committee's tariff names rate of 7 cents. The Chairman stated he had taken subject up with lines mentioned, who requested that tariff be amended showing that the rate of 7 cents between Evansville and New Albany and Jeffersonville, Ind., is not applicable via the

Southern Ry., and the Chairman was instructed to correct the tariff as requested.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 98."

Plaintiff offers in evidence record of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held at Chicago, Ill., September 29th, 1905.

Meeting considered proportional rates on grain and grain products, East St. Louis to Cincinnati, Louisville, etc., the subject being brought up by the Chairman calling attention to action taken at meeting Sept. 5th of the Eastbound Freight Committee on above subject, at which time rates to Mitchell and North Vernon, Ind., were made 8 cents, same as in effect to Louisville and Cincinnati, etc.

It was stated by a member that there would be a meeting of the Louisville-St. Louis lines next week to consider the rate question, and it was suggested that nothing could be done with the subject until after that meeting, and the subject was therefore laid over until the next meeting.

The subject of rates on burlap and gunny bags, East St. Louis vs. New Orleans and Memphis to Cincinnati, Louisville, etc., was also considered. This subject was last considered at meeting July 7th, proceedings No. B-35, and continued on the docket. At meeting today Chairman read subsequent correspondence with Chairman Washburn of the Southeastern Mississippi Valley Ass'n., and was instructed to continue the subject on the docket until the next meeting.

There is a page marked "Erratum," attached to the record of this meeting, dated Oct. 5th, 1905, which reads as follows:

"Please correct proceedings No. B-36, dated Chicago, Sept. 29th, Subject No. 55, to read as follows:

Rate on Stoves, carloads: This subject submitted to

members by Circular Letter No. B-211, and at suggestion of a member held in abeyance pending meeting of interested lines through Toledo, Detroit, etc.

At meeting today it was stated that at meeting of interested lines when this subject was considered, it was decided that all special rates on stoves, C. L., from and to all points in C. F. A. territory, be restored to Official Class'n. basis, effective Oct. 16th, 1905, the current rate from Detroit to Chicago, and from Toledo to East St. Louis via the T. St. L. & W. and Wabash Railroads to be ignored by all other companies.

As the rate from Cincinnati to East St. Louis is now on Official Class'n. basis, 15 cents per 100 lbs., no change is necessary to put Cincinnati shippers in line with those at Toledo and Detroit, and the subject was tabled.

The term for which the Executive Committee was elected in May, 1904, having expired, it was

"Moved, That Messrs. R. A. Campbell, Walter Nichols and Wm. Hodgdon be and are hereby elected an Executive Committee for the ensuing year, who shall hold office until their successors are elected, as provided for in the Articles of Organization."

Meeting considered proportional rates on lumber and shingles from East St. Louis, when originating at North Pacific coast points. The above proposition was submitted to members by Circular Letters B-206 and B-212. At meeting today replies received to the circular letters were read, and after discussion the lines represented individually instructed the Chairman to publish proportional rates on lumber and shingles, when originating at North Pacific Coast points, 8½ cents, East St. Louis to Louisville, and 7½ cents to Cincinnati, to equalize the combination via Chicago.

The question of traffic under the jurisdiction of this Committee was brought up by a member, and after discussion a

motion was adopted to the effect that Article B, Section One (1) of the Articles of Organization be amended to include Louisiana, west of the Mississippi River.

As to division of rates on traffic from Louisiana west of the Mississippi River, the Chairman to issue Circular Letter to the members calling their attention thereto, and call a meeting in St. Louis to make a check of the divisions of rates, etc. Chairman to arrange with the St. Louis resident members for the date of meeting.

In connection with the above, a Committee composed of Messrs. A. Fries, C. J. Brister and S. C. Matthews was appointed to prepare and submit a proposition as to division of rates to be agreed upon on traffic from Southern, Southwestern and Pacific Coast, etc., which is to be submitted by the Chairman to all members for their views."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 99."

Plaintiff offers in evidence Circular Letter No. B-219, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 28th, 1905; File B-378; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; as follows:

"In accordanc with action at meeting, Chicago, Sept. 29th, Proceedings No. B-36, Item No. 60, representatives of B. & O. S. W., C. C. C. & St. L., Ill. Cent., L. H. & St. L., Southern, and Vandalia railroads, met in this office yesterday to confer regarding divisions on traffic from Louisiana, west of the Mississippi River, and their report and recommendation is as follows:

Whereas, The basis of divisions on traffic from points in Louisiana, west of the Mississippi River, to Louisville and Cincinnati, suggested by southwestern roads, i. e., to allow lines east of East St. Louis only their percentage pro-

portion of the New Orleans rates, is not remunerative and and does not comprehend a reasonable division of the through rate;

Recommended; That the following minimum specific proportions of through rates will be required, viz.:

		Louisville.	Cincinnati.
Sugar	(C. L.)	6½	7½
	(L. C. L.)	11	12
Molasses	(C. L.)	7½	8½
	(L. C. L.)	15	16
Rice	(C. L.)	7	8
	(L. C. L.)	12	13
Canned goods, Oysters and Shrimp	(C. L.)	6½	7½
Jambalaya Relish	(C. L.)	22.6	28.2
	(L. C. L.)	23.3	28.2
Peppers in brine	(C. L.)	10	11
	(L. C. L.)	15	16

Specific proportions east of East St. Louis on other commodities are to be fixed from time to time as the necessity therefore develops The adoption of the above is predicated on the adoption and maintenance on the part of the Cairo, Gale or Thebes lines of specifics from Cairo, Gale or Thebes, not less than 2 cents per 100 lbs. above the specifics from East St. Louis. The specifics thus established from Cairo, Gale or Thebes are not to be prorated via East St. Louis.

Note: It is understood that the Southwestern Lines are to re-issue or amend their tariffs and division sheets accordingly, and the specifics are not to be published as proportional rates from either East St. Louis, Cairo, Gale or Thebes.

Please favor me your approval or specific objections to the report of the Sub-committee.

Result will be communicated, and further action arranged."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 100."

Plaintiff offers in evidence Circular Letter No. B-218, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; October 27th, 1905; File B-378; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; marked "Important;" asking members to be present or authoritatively represented at meeting at St. Louis, October 27th, 1905, with necessary tariffs and percents to make check in accordance with action taken at meeting in Chicago, Sept. 29th, Proceedings No. B-36, as follows:

"Above question brought up by a member, and after discussion a motion to the effect that Article B, Section 1, of Articles of Organization, be amended to include Louisiana west of the Mississippi River, was adopted.

As to division of rates on traffic from Louisiana, west of the Mississippi River, the Chairman to issue a circular letter to the members, calling their attention thereto, and call a meeting in St. Louis to make a check of the divisions of rates, etc."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 101."

Plaintiff offers in evidence Circular Letter No. B-217, signed "R. M. Fraser, Chairman;" dated St. Louis, October 23rd, 1905; File B-308; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; marked "Important;" as follows:

"Referring to Circular Letters No. B-214, B-216, and other correspondence regarding proportional rates on grain, East St. Louis to Cincinnati, Louisville, etc., as now pub-

lished in Amendment No. 6 to Joint Proportional Tariff I. C. C. No. B-45.

I am in receipt of letter from G. F. A., L. H. & St. L. Ry., as follows:

'Dear Sir:—Referring to amendment No. 6 to your Joint Proportional Tariff I. C. C. No. B-45, naming rate of 6 cents on grain originating beyond St. Louis. My understanding of the 6 cent rate is that it is to apply on grain originating beyond St. Louis and reshipped at St. Louis, and that your tariff should so read. It is not my understanding that the 6 cent rate is to affect the rates from points say in Illinois, where through rates and divisions are established. The rate from Peoria to New Albany and Jeffersonville is 7 cents and to Louisville 7½ cents. The local rate from Peoria to E. St. Louis is 3 cents. I do not understand that the line from E. St. Louis to Louisville on a direct shipment from Peoria would require 6 cents, but would require 4½ cents. There are a great many points in Illinois where through rates and divisions are in effect to Louisville, and on direct shipments from these points to Louisville the present through rates and divisions will continue in effect.

Will you please take up with interested lines the question of amending your tariff accordingly?'

Please favor me with your instructions on proposition to re-issue amendment No. 6 to Joint Proportional Tariff I. C. C. No. B-45, making the item "Grain (originating beyond) C. L. (see Note 2)—6-6,' read as follows:

'Grain, originating beyond St. Louis and reshipped at St. Louis, C. L. (See Note 2)—6—6.'

An immediate reply is requested."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 102."

Plaintiff offers in evidence Circular Letter No. B-216, signed "R. M. Fraser, Chairman;" dated St. Louis, October 11th, 1905; File B-308; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; as follows:

"I give below copy of telegram received at noon to-day from G. F. A., L. H. & St. L. Ry.:

'Referring to Circular Letter B-214, Oct. 4th, giving notice of advance in grain rates, Oct. 23rd. On account position taken by Southern Ry. at conference here yesterday no change will be made in present rate on grain until otherwise advised.'

In view of the notice quoted above, I shall defer making any change in the rate of 8 cents per 100 lbs. on grain, now published in Amendment No. 4, effective Sept. 12th, to Joint Freight Tariff I. C. C. No. B-44.

As announced in Circular Letter No. B-214, on authority of three roads interested, Amendment No. 4 to Proportional Tariff I. C. C. B-45 has been issued cancelling the grain rate, 4 cents per 100 lbs., effective Oct. 23rd."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 103."

Plaintiff offers in evidence Circular Letter No. B-215, signed "R. M. Fraser, Chairman;" dated St. Louis, October, 9th, 1905; File B-378; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, notifying members of the postponement of meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 104."

Plaintiff offers in evidence Circular Letter No. B-214, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 4th, 1905; File B-308; addressed to members of

the St. Louis-Cincinnati-Louisville Freight Committee, marked "Important;" as follows:

"Announcement has been received that effective October 23rd, the rate on grain, in carloads, from East St. Louis proper, or from beyond, via the L. H. & St. L. Ry. and Illinois Central Railroad, to Louisville and via the Southern Ry., to Louisville, Jeffersonville and New Albany, will be 6 cents per 100 lbs.

Please advise immediately what rates you desire published, effective October 23rd, for account of your company, from East St. Louis to Louisville, Ky., Jeffersonville and New Albany, Ind., also to Cincinnati, Ohio, Newport and Covington, Ky.,

In the absence of instructions from you to the contrary, the rate of 8 cents per 100 lbs. now published in Amendment No. 4 to I. C. C. No. B-44, will remain in effect except via the roads authorizing otherwise.

In view of the above announcement, Joint Proportional Tariff, I. C. C. No. B-45 will be amended effective October 23rd, cancelling proportional rate of 4 cents per 100 lbs. on grain, East St. Louis to Louisville and New Albany.

Please favor me with specific instructions, and oblige."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 105."

Plaintiff offers in evidence Circular Letter No. B-213, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 3rd, 1905; File B-378; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; relative to traffic under the jurisdiction of this Committee; asking members to be present or authoritatively represented at a meeting on Wednesday, October 11th, at 2:00 o'clock p. m., with necessary tariffs, and per cents to make check in accordance with action shown in Proceedings No. B-36 of meeting in Chicago, Sept. 29th, as follows:

"Above question brought up by a member and after discussion a motion to the effect that Article B, Section One (1) of Articles of Organization be amended to include Louisiana, west of the Mississippi River, was adopted.

As to division of rates on traffic from Louisiana west of the Mississippi River, the Chairman to issue Circular Letter to the members, calling their attention thereto, and call a meeting in St. Louis to make a check of the divisions of rates, etc."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 106."

Plaintiff offers in evidence Circular Letter No. B-212, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 18th, 1905; File B-491; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; in reference to proportional rate on lumber and shingles, C. L., from Pacific Coast points, East St. Louis to Cincinnati and Louisville, as follows:

"Referring to Circular Letters B-206 and B-210 on same subject, I am in receipt of letter 16th inst. from a member as follows:

'Referring to your Circular Letter B-206 of Aug. 21st, proposal for the establishment of rate on lumber and shingles, carloads, E. St. Louis to Cincinnati, Jeffersonville, New Albany and Louisville, on business originating at Pacific Coast points, to equalize the existing combinations via Chicago.

Although the roads interested individually decided not to make effective the proposition referred to above, we are still of the opinion that rate necessary to equalize the combination via Chicago should be provided for in the Committee issue.

Since this proposition was originally submitted, the rate

from Chicago to Cincinnati, Jeffersonville and New Albany has been reduced from 11 to 10 cents per 100 lbs., making necessary a rate from E. St. Louis to the destinations enumerated above of 7½ cents which would of necessity have to be applied to Louisville, Ky.

Will ask that you again place this matter before the members of the St. Louis-Cincinnati-Louisville Freight Committee, calling their attention to the fact that while C. F. A. Info. 2265 authorizing equalization via E. St. Louis, Peoria or Chicago of through rate based on any one of these gateways is correct in principle it is not in reality authority for equalizing the through rate made on Chicago via E. St. Louis to the destinations before mentioned, as the St. Louis-Cincinnati-Louisville Freight Committee traffic is not under the jurisdiction of the Central Freight Association.

In this connection I should also like to call your attention to the fact that a combination cannot be legally protected via any gateway other than that upon which the through rate is based without tariff is published to cover, and this phase of the subject should be given consideration in reviewing the proposition before us."

Please favor me with your views on proposition to amend Joint Proportional Tariff I. C. C. B-45, naming rate 7½ cents per 100 lbs. on lumber and shingles, C. L., originating at Pacific Coast points, minimum weight as per Official Class'n, from East St. Louis to Jeffersonville, New Albany, Louisville and Cincinnati.

Prompt reply requested."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 107."

Plaintiff offers in evidence Circular Letter No. B-211, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 11th, 1905; File B-395; addressed to members

of the St. Louis-Cincinnati-Louisville Freight Committee; in reference to rate on stoves, C. L., minimum weight 24,000, lbs., to East St. Louis, as follows:

. "I am in receipt of letter Sept. 9th from Chairman Cincinnati Freight Committee as follows:

'At a meeting of this Committe, held Sept. 8th, the above outlined subject was considered, and in view of information from Chairman Tucker to the effect that it is impossible to get the reduced rates on stoves from Detroit to Chicago cancelled at this time, the following recommendation was adopted individually by the lines interested:

Recommended, That the Chairman be instructed to advise Chairman Fraser, of the St. Louis-Cincinnati-Louisville Freight Committee, that the lines, members of this Committee, are in favor of establishing a rate of 14 cents per 100 lbs. on stoves, carloads, minimum weight 24,000 lbs., from Cincinnati to East St. Louis, Ill.'

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. No. B-44, naming rate of 14 cents per 100 lbs. on stoves, carloads, minimum weight 24,000 lbs., Cincinnati, Louisville, etc., to East St. Louis.

Prompt reply requested."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 108."

Plaintiff offers in evidence Circular Letter No. B-210, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 1st, 1905; File B-491; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; as follows:

"Referring to Circular Letter No. B-206, dated August 21st, regarding proportional rate on lumber and shingles, carloads, from Pacific Coast points, East St. Louis to Cincinnati and Louisville.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 109."

Plaintiff offers in evidence Circular Letter No. B-209, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 31, 1905; File B-494; addressed to members of the St. Louis-Cincinnati-Louisville Frt. Committee, regarding rate on cotton batting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 110."

Plaintiff offers in evidence Circular Letter No. B-208, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 24, 1905; File B-321; addressed to members of the St. Louis-Cincinnati-Louisville Frt. Committee, regarding proportional rate on fertilizer, and asking views of members on proposition to amend Joint Proportional Tariff I. C. C. No. B-45, naming rate 10 cents per 100 lbs. on fertilizer, C. L., to enable the Cincinnati district to compete with St. Louis and points west for business in Missouri and beyond.

Above exhibit, consisting of one page, is marked "Plaintiff's Exhibit Fraser No. 111."

Plaintiff offers in evidence Circular Letter No. B-207, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 23rd, 1905; File B-494; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, relative to rate on cotton batting, C. L., Cincinnati & Louisville to East St. Louis; suggesting restoration of 30 cent rate on above named commodity, and asking for vote on proposition

to amend Joint Tariff I. C. C. B-44, naming rate of 50 cents per 100 lbs. from Cincinnati and Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 112"

Plaintiff offers in evidence Circular Letter No. B-206, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Aug. 21, 1905; File B-491; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, relative to proportional rate on lumber and shingles, C. L., from Pacific Coast points, East St. Louis to Cincinnati and Louisville, and equalized Chicago rate authorized by C. F. A.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 113."

Plaintiff offers in evidence Circular Letter No. B-205, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 21, 1905; File B-434; addressed to members of the St. L. C. L. Freight Committee, relative to rate on stone and crushed granite, C. L., East St. Louis to Cincinnati and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 114."

Plaintiff offers in evidence Circular Letter No. B-204, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 16, 1905; File B-434; addressed to members of the St. L. C. L. Freight Committee, relative to rate on stone or crushed granite, C. L., East St. Louis to Cincinnati and Louisville, quoting letter from member showing billing of chatts at less than regular rates, and asking for vote of members on proposed amendment to Joint Tariff I. C. C. No. B-44, naming rate of $1.35 per net ton on stone

or granite, crushed, East St. Louis to Cincinnati and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 115."

Plaintiff offers in evidence Circular Letter No. B-203, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 4, 1905; File B-490; addressed to members of the St. L. C. L. Frt. Committee, concerning proportional rate on sulphate of copper, C. L., East St. Louis to Cincinnati and Louisville; calling attention to complaint of Inspectors, setting up billing on basis of 6th class rate, 12 cents per 100 lbs., to 5th class rates of 15 cents per 100 lbs., and asking views of members on proposition to amend Joint Proportional Tariff I C. C. No. B-45 on above commodity, East St. Louis to Cincinnati and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 116."

Plaintiff offers in evidence Circular Letter No. B-202, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 21, 1905; File B-423; addressed to members of the St. L. C. L. Freight Committee, concerning proportional rate on chatts, C. L., East St. Louis to Cincinnati and Louisville; asking for vote of members on reduction of rates, so as to enable Missouri people to ship chatts to compete with Ohio River sand, for street construction in Louisville and other eastern points.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 117."

Plaintiff offers in evidence Circular Letter No. B-201, Signed "R. M. Fraser, Chairman;" dated St. Louis Mo., July 19th, 1905; File B-487; addressed to members of the St. L. C. L. Freight Committee.

Above exhibit is marked "Plaintiff's Exhibt Fraser No. 118."

Plaintiff offers in evidence Circular Letter No. B-200, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 14th, 1905; File A-124; addressed to members of the St. L. C. L. Freight Committee, concerning rate on empty barrels between Evansville and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 119."

Plaintiff offers in evidence Circular Letter No. B-199, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 14th, 1905; File B-487; addressed to members of the St. L. C. L. Freight Committee, concerning rate on trunks, Cincinnati and Louisville to East St. Louis; noting complaint about advance in rate by trunk manufacturers at Cincinnati, and requesting views of members on proposition to amend Joint Freight Tariff I. C. C. No. B-44, naming rate of 40 cents per 100 lbs. on trunks, L. C. L., Cincinnati and Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 120."

Plaintiff offers in evidence Circular Letter No. B-198, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 13, 1905; File A-118; addressed to members of the St. L. C. L. Freight Committee, concerning rate on glass bottles, Evansville to Louisville and Cincinnati.

Above exhibit is marked "Plaintiff's Exhibt Fraser No. 121."

Plaintiff offers in evidence Circular Letter No. B-197, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 11, 1905; File B-465; addressed to members of the

St. L. C. L. Freight Committee, giving memorandum of letters delivered at General Freight Office Missouri Pacific, Iron Mountain & Southern, and St. Louis Southwestern Railroads, on the subject of commodities named, relative to division of rates.

Above exhibit is marked "Plaintiff's Exhibt Fraser No. 122."

Plaintiff offers in evidence Circular Letter No. B-196, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 11, 1905; File B-394; addressed to members of the St. L. C. L. Freight Committee, in reference to rates on melons; notifying members of proper rates to apply by Cairo, Gale, Thebes, on divisional business and through business.

Above exhibit is marked "Plaintiff's Exhibt Fraser No. 123."

Plaintiff offers in evidence Circular Letter No. B-195, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 23, 1905; File B-304; addressed to members of the St. L. C. L. Freight Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 124."

Plaintiff offers in evidence Circular Letter No. B-194, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 21, 1905; File B-304; addressed to members of the St. L. C. L. Freight Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 125."

Plaintiff offers in evidence Circular Letter No. B-193, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 20, 1905; File B-308; addressed to members of the

St. L. C. L. Freight Committee, advising that the roads have decided not to make effective proposition establishing a proportional rate of 5½ cents per 100 lbs. on grain, C. L., East St. Louis to Cincinnati, Ohio.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 126."

Plaintiff offers in evidence Circular Letter No. B-192, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 14th, 1905; File B-308; addressed to members of the St. L. C. L. Freight Committee, relative to proportional rates on grain from East St. Louis to Cincinnati; containing proposition to establish proportional rate of 5½ cents per 100 lbs.; East St. Louis to Cincinnati, to apply on grain of all kinds coming from points beyond, and asking for vote of members to amend I. C. C. Tariff in accordance therewith.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 127."

Plaintiff offers in evidence Circular Letter No. B-191, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 10th, 1905; File B-322; addressed to members of the St. Louis C. L. Freight Committee, relative to rates on unmanufactured tobacco, from Cincinnati and Louisville to East St. Louis; quoting letter from G. F. A. Southern Ry., stating he will not make advance Louisville to East St. Louis on tobacco in hogsheads; and asking for views by wire on proposition to amend Joint Freight Tariff I. C. C. B.44, naming rate of 12 cents per 100 lbs. on unmanufactured tobacco from Louisville and Louisville points, to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 128."

Plaintiff offers in evidence Circular Letter No. B-190, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 9, 1905; File B-308; addressed to members of the St. L. C. L. Freight Committee, relative to rate on grain and grain products, C. L., East St. Louis to Cincinnati and Louisville; quoting letter from member calling attention to rate of 8 cents per 100 lbs. on grain and grain products authorized by the Chicago & Ohio River Committee, from Chicago to Cincinnati and other Ohio River crossings, and asking same rate from East St. Louis to Cincinnati and Cincinnati points, and requesting Mr. Fraser to present the matter to other interested lines for their views, and published rate in joint tariffs, if other lines approve.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 129."

Plaintiff offers in evidence Circular Letter No. B-189, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 9th, 1905; File B-413; addressed to members of the St. L. C. L. Freight Committee, relative to rate on mantels, wood, crated or boxed, L. C. L., Cincinnati and Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 130."

Plaintiff offers in evidence Circular Letter No. B-188, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 6th, 1905; File B-486 and A-114; addressed to members of the St. L. C. L. Freight Committee, relative to establishing rate of 12 cents per 100 lbs., C. L., on canned goods, Louisville, Ky., to East St. Louis, Ill.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 131."

Plaintiff offers in evidence Circular Letter No. B-187, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

May 31st, 1905; File B-389; addressed to members of the St. L. C. L. Freight Committee, relative to division of rates between Cincinnati and Louisville and Arkansas points via East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 132."

Plaintiffs offers in evidence Circular Letter No. B--186, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 29th, 1905; File A-114; addressed to members of the St. L. C. L. Freight Committee; quoting letter from member relative to rate adjustment on whiskey in wood, less carloads, between Louisville and Evansville; relative to Amendment No. 11 to G. F. O. 662; stating that L. & N. publish rate of 11 cents per 100 lbs. on whiskey in wood, less carloads, between Louisville and Henderson, Ky.; asking for views of members on proposition to amend the tariff on above commodity.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 133."

Plaintiff offers in evidence Circular Letter No. B-185, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 26th, 1905; File B-485; addressed to members of the St. L. C. L. Freight Committee; advising members of conference meeting with Chicago & Ohio River Committee, June 2nd; asking members to meet in Chicago & Ohio River Committee rooms, Monadnock Bldg., Chicago, June 2nd, 1905.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 134."

Plaintiff offers in evidence Circular Letter No. B-184, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 23rd, 1905; File B-310; addressed to members of the

St. L. C. L. Freight Committee, relative to traffic to Indian and Oklahoma Territory.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 135."

Plaintiff offers in evidence Circular Letter No. B-183, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 23rd, 1905; File B-485; addressed to members of the St. L. C. L. Freight Committee, notifying members of conference with Chicago & Ohio River Committee on June 2nd, 1905.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 136."

Plaintiff offers in evidence Circular Letter No. B-182, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 20th, 1905; File B-486; addressed to members of the St. L. C. L. Freight Committee; relative to canned goods, C. L., Louisville to East St. Louis; quoting letter from member complaining of cut in rate by Illinois Central.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 137."

Plaintiff offers in evidence Circular Letter No. B-181, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 20th, 1905; File B-308; addressed to members of the St. L. C. L. Freight Committee, concerning grain and grain products; calling attention to error in naming rates from East St. Louis, Ill., in circular theretofore issued.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 138."

Plaintiff offers in evidence Circular Letter No. B-180, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 12th, 1905; File B-419; addressed to members of the

St. L. C. L. Freight Committee; calling attention to the appointment of Special Committees to check commodity list and rates now published in Tariff I. C. C. No. B-42, in effect between East St. Louis and Louisville points; and calling on roads having individual tariffs not sanctioned by this Committee to furnish the same to the Committee immediately.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 139."

Plaintiff offers in evidence Circular Letter No. B-179, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 1st, 1905; File B-310; addressed to members of the St. L. C. L. Freight Committee; asking members to attend conference with the Indian and Oklahoma Conference Committee, Fullerton Bldg., May 17th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 140."

Plaintiff offers in evidence Circular Letter No. B-178, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 22nd, 1905; File B-482; addressed to members of the St. L. C. L. Freight Committee, advising members of decision not to make effective rate of 13 cents per 100 lbs., C. L., on farm wagons, from Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 141."

Plaintiff offers in evidence Circular Letter No. B-177, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 22nd, 1905; File B-310; addressed to members of the St. L. C. L. Freight Committee, relative to division of rates from Louisville to Indian and Oklahoma Territory.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 142."

Plaintiff offers in evidence Circular Letter No. B-176, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 17th, 1905; File B-482; addressed to members of the St. L. C. L. Freight Committee, concerning rate on farm wagons, Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 143."

Plaintiff offers in evidence Circular Letter No. B-175, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 13th, 1905; File A-120; addressed to members of the St. L. C. L. Freight Committee, concerning rate on burlap bags, C. L. and L. C. L., between Evansville and Louisville, New Albany and Jeffersonville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 144."

Plaintiff offers in evidence Circular Letter No. B-174, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 12th, 1905; File B-429; addressed to members of the St. L. C. L. Freight Committee, regarding rates on white and red lead and litharge.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 145."

Plaintiff offers in evidence Circular Letter No. B-173, signed "R. M. Fraser, Chairman;" dated April 6, 1905; File A-118; addressed to members of the St. L. C. L. Freight Committee, regarding rate on fire brick from Louisville, Ky., to Evansville, Ind.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 146."

Plaintiff offers in evidence Circular Letter No. B-172, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

April 5th, 1905; and File B-310; addressed to members of the St. L. C. L. Freight Committee, relative to percentages From Louisville to Indian and Oklahoma Territories."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 147."

Plaintiff offers in evidence Circular Letter No. B-171, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 29th, 1905; File A-118; addressed to members of the St. L. C. L. Freight Committee, concerning rates on fire brick, Louisville to Evansville, and asking for change of rate so as to meet competition.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 148."

Plaintiff offers in evidence Circular Letter No. B-170, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 13th, 1905; File B-376; addressed to members of the St. L. C. L. Freight Committee, in reference to establishing rate of $1.50 per net ton, C. L., on sand from Missouri pits to New Albany, Ind.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 149."

Plaintiff offers in evidence Circular Letter No. B-169, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 4th, 1905; File B-300; addressed to members of the St. L. C. L. Freight Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 150."

Plaintiff offers in evidence Circular Letter No. B-168, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Feb. 25th, 1905; File B-376; addressed to members of the St. L. C. L. Freight Committee, stating present authorized

rates from Missouri pits to Cincinnati, New Albany, and other points; and asking for views as to change in rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 151."

Plaintiff offers in evidence Circular Letter No. B-167, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 15th, 1905; File B-376; addressed to members of the St. L. C. L. Freight Committee, relative to through rates and division sheets to be published by Western roads on sand from Missouri pits.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 152."

Plaintiff offers in evidence Circular Letter No. B-166, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Feb. 13th, 1905; File B-313; addressed to members of the St. L. C. L. Freight Committee; advising that it has been decided not to change the rate on pig lead and spelter, C. L., East St. Louis to Cincinnati.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 153."

Plaintiff offers in evidence Circular Letter No. B-165, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 6th, 1905; File B-429; addressed to members of St. L. C. L. Freight Committee; referring to C. F. A. Information No. 5675 naming rate on zinc oxide, C. L., from East St. Louis to all points in C. F. A. territory; and asking for views on proposition to change the rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 154."

Plaintiff offers in evidence Circular Letter No. B-164, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

February 6th, 1905; File B-300; addressed to members of St. L. C. L. Freight Committee, relative to change of eastbound rates.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 155."

Plaintiff offers in evidence Circular Letter No. B-163, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 2nd, 1905; File B-376; addressed to members of the St. L. C. L. Freight Committee, concerning through tariffs and division sheets to be published by Western roads on sand from Missouri pits.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 156."

Plaintiff offers in evidence Circular Letter No. B-162, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 1st, 1905; File B-323; addressed to members of the St. L. C. L. Freight Committee, relative to rate on coke, and change therein, East St. Louis to Louisville, Evansville and other eastern points.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 157."

Plaintiff offers in evidence Circular Letter No. B-161, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Jan. 27th, 1905; File B-313; addressed to members of the St. L. C. L. Freight Committee, relative to reducing present rate of 10 cents per 100 lbs. on pig lead and spelter, East St. Louis to Louisville and Cincinnati.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 158."

Plaintiff offers in evidence Circular Letter No. B-160, Signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

January 19th, 1905; File B-313; addressed to members of the St. L. C. L. Freight Committee, relative to change in rate on scrap iron.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 159."

Plaintiff offers in evidence Circular Letter No. B-159, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 7th, 1905; File B-376; addressed to members of the St. L. C. L. Freight Committee, concerning rate on sand from Missouri pits.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 160."

Plaintiff offers in evidence Circular Letter No. B-158, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 7th, 1905; File B-437; addressed to members of the St. L. C. L. Freight Committee; being application for membership in the Committee by the C. & A. Railroad.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 161."

Plaintiff offers in evidence Circular Letter No. B-157, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 27th, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee, referring to refusal of roads to restore rate on scrap iron, East St. Louis to Louisville and Cincinnati.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 162."

Plaintiff offers in evidence Circular Letter No. B-156, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 19th, 1904; File B-376; addressed to members of the St. L. C. L. Freight Committee; advising members

that Western Roads decline to publish rates on sand from Missouri points to C. F. A. territory.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 163."

Plaintiff offers in evidence Circular Letter No. B-155, signed "R. M. Fraser, Chairman;" dated St. Louis, December 17th, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee; relative to reduction of rates on scrap iron, East St. Louis to Terre Haute. Subject submitted to members as to whether they will restore rate of $1.70 per ton on above commodity from East St. Louis to Louisville and Cincinnati.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 164."

Plaintiff offers in evidence Circular Letter No. B-154, and No. 272, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 5th, 1904; Files B-478 and 4313; addressed to members of the St. L. C. L. Freight Committee; relative to Rule 27, Official Classification No. 25; quoting letter addressed by Chairman Fraser to C. E. Gill, Chairman Classification Committee, in New York City, calling attention to the fact that the minimum for cars provided under Rule 27 cannot be enforced under law when a short car is ordered and a longer car furnished; and containing also reply of Mr. C. I. Gill, dated New York, Nov. 2nd, 1904, addressed to Mr. Fraser, St. Louis Mo., and requesting that Rule 27 of the Central Classification Committee be strictly observed.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 165."

Plaintiff offers in evidence Circular Letter No. B-153, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

December 2nd, 1904; File B-376; addressed to members of the St. L. C. L. Freight Committee; quoting letter from member relative to changing rate on sand from Missouri pits to C. F. A. points.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 166."

Plaintiff offers in evidence Circular Letter No. B-152, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., November 30th, 1904; File B-437; addressed to members of the St. L. C. L. Freight Committee; being application for membership in the Committee by the C. P. & St. L. Ry.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 167."

Plaintiff offers in evidence Circular Letter No. B-151, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., November 10th, 1904; File B-392 and A-118; addressed to members of the St. L. C. L. Freight Committee, concerning rates on glass bottles, in carloads; calling attention to 12 cent rate established by the Illinois Terminal Railway, in connection with the T. St. L. & W., from Louisville and Cincinnati; and asking whether members will favor changing the tariff to make reduced rate from East St. Louis and Evansville only.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 168."

Plaintiff offers in evidence Circular Letter No. B-150, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., November 1st, 1904; File B-322, addressed to members of the St. L. C. L. Freight Committee; calling attention to rate on unmanufactured tobacco, Louisville to St. Louis; and notifying members that rate must be changed to meet the Cincinnati competition through that gateway.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 169."

Plaintiff offers in evidence Circular Letter No. B-149, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 29th, 1904; File A-118; addressed to members of the St. L. C. L. Freight Committee, referring to change of rate on certain commodities made by the Southern Railway.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 170."

Plaintiff offers in evidence Circular Letter No. B-148, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 20th, 1904; File A-118; addressed to members of the St. L. C. L. Freight Committee; concerning rate on glassware; notifying the members that there is in contemplation the establishment of a 15-cent rate, carload lots, on above commodity, Evansville to Louisville, on account of river competition, and asking members as to their views on the proposition.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 171."

Plaintiff offers in evidence Circular Letter No. B-147, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 9th, 1904; File B-368; addressed to members of the St. L. C. L. Freight Committee; relative to carrying a higher rate on bar iron in carloads than on cast iron pipe.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 172."

Plaintiff offers in evidence Circular Letter No. B-146, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 3rd, 1904; File B-368; addressed to members of the St. L. C. L. Freight Committee, quoting letter from A. G. F. A. Southern Railway, relative to rates from Cincinnati; and being for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 173."

Plaintiff offers in evidence Circular Letter No. B-145, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 30th, 1904; File, B-313; addressed to members of the St. L. C. L. Freight Committee; in reference to establishing rate of $1.40 per gross ton on scrap iron East St. Louis to Louisville; and notifying members that one of the roads, members of the Committee, has published a rate effective August 20th, of $1.40 per gross ton; also notifying members of receipt by Chairman of letter from B. & O. S. W. R. R., that said road would establish the same rate from East St. Louis to Cincinnati on September 3rd, 1904.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 174."

Plaintiff offers in evidence Circular Letter No. B-144, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 29th, 1904; and File B-308; addressed to members of the St. L. C. L. Freight Committee; in reference to proposed rate of 7 cents per 100 lbs. on wheat.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 175."

Plaintiff offers in evidence Circular Letter No. B-143, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 25th, 1904; File B-308; addressed to members of the St. L. C. L. Freight Committee; quoting telegram from member, saying: "Please obtain wire vote of interested lines on proposition to establish proportional rate of 7 cents per 100 lbs., Cincinnati to East St. Louis, on wheat from off connections at Cincinnati. This is the same proportional rate as formerly in effect eastbound," and asking members' views.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 176."

Plaintiff offers in evidence Circular Letter No. B-142, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 24th, 1904; File B-368; addressed to members of the St. L. C. L. Freight Committee; in reference to establishing rate of $1.60 per net ton on cast iron pipe, C. L., Louisville to East St. Louis; and notifying members interested roads advise that they have decided not to make effective proposition in Circular Letter referred to.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 177."

Plaintiff offers in evidence Circular Letter No. B-142, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 24th, 1904; File B-368; addressed to members of the St. L. C. L. Freight Committee; in reference to establishing rate of $1.60 per net ton on cast iron pipe, Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 178."

Plaintiff offers in evidence Circular Letter No. B-141, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 22nd, 1904; File B-445; addressed to members of the St. L. C. L. Freight Committee; notifying members that Chairman is in receipt of letter from member, which follows, and quotes from same, in reference to broom-corn, C. L., East St. Louis to Louisville, and asking Chairman to embody proposition for proportional tariff changing existing rate, which proposition was submitted by the above described letter.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 179."

Plaintiff offers in evidence Circular Letter No. E-140, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

August 17th, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee; in reference to establishing rate of $1.40 per gross ton on scrap iron, East St. Louis to Louisville; quoting letter from A. G. F. A., Southern Ry., dated Aug. 15th, stating that the Southern Road had decided proper to make rate of $1.40 per gross ton on scrap iron, East St. Louis to Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 180."

Plaintiff offers in evidence Circular Letter No. B-139, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 15th, 1904; File B-368; addressed to members of the St. L. C. L. Freight Committee; notifying members of receipt by Chairman of letter relative to rate adjustment on pipe from Louisville to East St. Louis, and that the member writing would make effective a rate of $1.60 per ton from Louisville to East St. Louis, and asking to have views of other members of the Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 181."

Plaintiff offers in evidence Circular Letter No. B-138, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 9th, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee; advising them that after investigation the roads interested advise that it has been decided not to make effective the proposition in Circular No. B-136, dated August 4th, 1904, regarding rate of $1.40 per gross ton on scrap iron, C. L. lots.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 182."

Plaintiff offers in evidence Circular Letter No. B-137, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.;

August 4th, 1904; File A-117; addressed to members of the St. L. C. L. Freight Committee; referring to Circular No. B-134, dated July 26th, 1904, in reference to establishing rate on wrapping paper, C. L., from Evansville to Louisville; and advising that interested roads have decided not to make effective proposition to change the rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 183".

Plaintiff offers in evidence Circular Letter No. B-136, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 4th, 1904; File B-313; addressed to the members of the St. L. C. L. Freight Committee; notifying members of receipt of letter from a member relative to rate on scrap iron, East St. Louis to Louisville, and stating that it is necessary to make effective a rate from East St. Louis not higher than the rate to Chicago, which is $1.40 per ton; and asking Mr. Fraser to submit the question for views of members, which Mr. Fraser accordingly does in this letter.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 184".

Plaintiff offers in evidence Circular Letter No. B-135, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 28th, 1904; File B-476; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; referring to Circular Letter B-133, dated July 13th, relative to establishing rate of 17 cents per 100 lbs., on kitchen safes, C. L., from Louisville to East St. Louis; notifying members roads interested decided not to make proposition effective.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 185".

Plaintiff offers in evidence Circular Letter No. B-134, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

July 26th, 1904; File A-117; addressed to members of the St. L. C. L. Freight Committee; notifying that Fraser is in receipt of letter from the Southern Railway, stating that this road had under consideration adoption via its line of the following rate: Wrapping paper, C. L., minimum weight, 40,000 lbs., from Evansville, Ind., to Louisville, Ky., 6 cents per 100 lbs.; and requesting Fraser to get the views of other lines interested.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 186".

Plaintiff offers in evidence Circular Letter No. B-133, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; July 13th, 1904; File B-476; addressed to members of the St. L. C. L. Freight Committee; notifying them that Fraser is in receipt of letter from member relative to rate adjustment on kitchen safes, Louisville to East St. Louis; and asking for views of members as to whether Joint Freight Tariff on the articles named should be changed.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 187".

Plaintiff offers in evidence Circular Letter No. B-132, signed "R. M. Fraser, Chairman"; dated St. Louis, Mo., July 15th, 1904; File B-442; addressed to members of the St. L. C. L. Freight Committee; notifying them that Fraser is in receipt of letter from member stating that present classification rate on wool and grease, East St. Louis to Louisville, 34 cents per 100 lbs., and scoured wool, 40 cents per 100 lbs.; and that the commodity rate in effect from East St. Louis to western Termini points is 33½ cents per 100 lbs., or ½ cent lower than the rate to Louisville. This great difference in the rate tends to throw the wool from Louisville. And member asks for reinstatement of former rate of 25 cents per 100 lbs. from Louisville on wool in grease;

and requests Fraser to submit the question to members for their views. Which Fraser accordingly does.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 188".

Plaintiff offers in evidence Circular Letter No. B-131, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 18th, 1904; File B-474; addressed to members of the St. L. C. L. Freight Committee, notifying them that Fraser is in receipt of letter from a member, saying, "My attention has been called to question of minimum weight on potatoes, from Texas points to Cincinnati and Louisville. A claim is made that when the traffic moves via Memphis the minimum weight of 20,000 lbs. is protected through. As you are aware, the minimum north of Cairo and east of East St. Louis is 30,000 lbs. The maintenance of this minimum weight via this gateway will naturally force the traffic via Memphis, inasmuch as the traffic will not load to the required weight of 30,000 lbs." Also requesting that Fraser place the matter before the Committee, relative to advisability of participating in through rates from Texas points to Cincinnati and Louisville, based on minimum of 20,000 lbs.; which Fraser did accordingly.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 189".

Plaintiff offers in evidence Circular Letter No. B-130, signed "R. M. Fraser, Chairman"; dated St. Louis, Mo., June 6th, 1904; File B-473; addressed to members of the St. L. C. L. Freight Committee; in regard to rate on talc, C. L., between East St. Louis and Cincinnati and Louisville, quoting letter from a member relative to changing rate on above commodity.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 190".

Plaintiff offers in evidence Circular Letter signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 28th, 1904; File B-345; addressed to members of the St. L. C. L. Freight Committee, notifying them that members of the Committee are opposed to changing rate on enameled brick from commodity rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 191".

Plaintiff offers in evidence Circular Letter No. B-129, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 20th, 1904; File B-461; addressed to members of the St. L. C. L. Freight Committee, quoting telegram from G. F. A. B. & O. S. W. R. R. regarding return transportation for attendants in charge of live stock.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 192".

Plaintiff offers in evidence Circular Letter No. B-128, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 10th, 1904; File B-304; addressed to members of the St. L. C. L. Freight Committee, relative to next place of holding meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 193"

Plaintiff offers in evidence Circular Letter No. B-127, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 2nd, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee relative to rate on scrap iron; notifying members that roads interested have decided not to make effective proposition in Circular Letter No. B-125, dated April 22nd, 1904.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 194".

Plaintiff offers in evidence Circular Letter No. B-126, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 2nd, 1904; File B-462; addresed to members of the St. L. C. L. Freight Committee; relative to rate on dressed meats and packing-house products; notifying members that Fraser is in receipt of letter from member of Committee, saying it was ruled by the C. F. A. that on packing-house products, in cars with dressed meats, the packing-house products to make up the minimum would be charged for as actual weight; and asking that similar arrangement be immediately made effective between East St. Louis and Cincinnati and Louisville, etc.; which proposition was submitted by Fraser to the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 195".

Plaintiff offers in evidence Circular Letter No. B-125, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 22nd, 1904; File B-313; addressed to members of the St. L. C. L. Freight Committee; relative to rate on scrap iron, C. L.; quoting letter from member, and asking for change of rates; proposition submitted.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 196".

Plaintiff offers in evidence Circular Letter No. B-124, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; April 18th, 1904; File B-345; addressed to members of the St. L. C. L. Freight Committee; relative to proposition to except enameled brick from commodity rating.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 197".

Plaintiff offers in evidence Circular Letter No. B-123, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

April 14th, 1904; File B-467; addressed to members of the St. L. C. L. Freight Committee; relative to Portland cement, East St. Louis to Cincinnati and Louisville; quoting copy of letter from member to Mr. Fraser, saying member desires to establish 8½-cent rate on Portland cement, C. L., minimum 40,000 lbs., East St. Louis to Cincinnati and Louisville, the present rate being 12 cents; and asking that the proposed change be submitted to members of the Committee, and that he be advised of their views; which Fraser accordingly did.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 198".

Plaintiff offers in evidence Circular Letter No. B-122, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 21st, 1904; File B-471; addressed to members of the St. L. C. L. Freight Committee; relative to rate on artesian well water, De Soto, Mo., to Louisville, Ky.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 199".

Plaintiff offers in evidence Circular Letter No. B-121, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo. March 16th, 1904; File B-304; addressed to members of the St. L. C. L. Freight Committee, notifying them of the time and place of next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 200".

At this point recess was taken until 2:30 P. M.

After recess on Monday, November 19th, the following proceedings were had:

Plaintiff offers in evidence Circular Letter No. B-120, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

March 16th, 1904; File B-420; addressed to members of the St. L. C. L. Freight Committee; regarding rates on railroad ties between points in C. F. A. territory; containing copy of letter from member relative to tariff on above-named commodities as being published without restrictions from Cincinnati and Louisville, etc., naturally forcing the application of a ten-cent rate from directly intermediate points in Indiana to East St. Louis, and asking that same rate be made by St. L. C. L. Frt. Committee; submitted to members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 201".

Plaintiff offers in evidence Circular Letter No. B-119, signed "R. M. Fraser, Chairman;" dated St. Louis, March 16th, 1904; File B-446; addressed to members of the St. L. C. L. Freight Committee; concerning basis for division of rates on government freight to points west of the Mississippi River. It refers to instructions given at meeting of February 3rd, 1904, and transmitted by letter of Feb. 8th to traffic representatives of the named roads; and quotes letter from said representatives, dated Feb. 25th, 1904; all for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 202".

Plaintiff offers in evidence Circular Letter No. B-118, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 10th, 1904; File B-471; addressed to members of the St. L. C. L. Freight Committee; referring to circular letter No. B-116, dated Feb. 26th, as to establishing rate of 5 cents per 100 lbs. on artesian well water, East St. Louis to Louisville, Ky.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 203".

Plaintiff offers in evidence Circular Letter No. B-117, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 2nd, 1904; File B-461; addressed to members of the St. L. C. L. Freight Committee; relative to return transportation for attendants in charge of live stock.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 204".

Plaintiff offers in evidence Circular Letter No. B-116, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 26th, 1904; File B-471; addressed to members of the St. L. C. L. Freight Committee, relative to rate on artesian well water, De Soto, Mo., to Louisville, Ky.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 205".

Plaintiff offers in evidence Circular Letter No. B-115, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 17th, 1904; File B-462; addressed to members of the St. L. C. L. Freight Committee; concerning rates on mixed carloads dressed meats and packing-house products, East St. Louis to Louisville; notifying members that Fraser had written to Chief Inspector for information, and received reply saying that all lines from Chicago and other points are observing the terms of the C. F. A. issues on shipments of packing-house products and dressed meats; and that the contention that the St. L. C. L. Frt. Committee's freight tariff No. I. C. C. B-36 justifies the use of the 12-cent rate is untenable. Also notifying the members that this information was communicated, Feb. 10th, to A. G. F. A. Southern Ry., and reply received stating that he had changed his instructions to agent at East St. Louis, directing him to charge on packing-house products actual weight, C. L. rate of 15 cents per 100 lbs., when destination is Louisville, and points beyond.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 206".

Plaintiff offers in evidence Circular Letter No. B-114, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 15th, 1904; File B-461; addressed to members of the St. L. C. L. Freight Committee; relative to transportation for attendants in charge of live stock shipments from Illinois territory to Cincinnati, Indianapolis and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 207".

Plaintiff offers in evidence Circular Letter No. B-113, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 10th, 1904; addresed to members of the St. L. C. L. Freight Committee; File B-447; in regard to division of rates from Louisville to Indian and Oklahoma Territory points, via East St. Louis.

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 208".

Plaintiff offers in evidence Circular Letter No. B-112, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 30th, 1904; File B-445; addresed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-103, Oct. 12th, and Proceedings No. B-24, Nov. 25th, 1903, regarding rate on broom corn, C. L., Indian and Oklahoma Territories, via East St. Louis to Louisville. Also acknowledges receipt of Mo. Pacific Joint Freight Tariff in connection with Kansas City, Mexico & Orient Ry., dated Jan. 27th, effective Feb. 2nd, 1904, applying on same commodity, C. L., naming through rates of 72½ and 73½ cents per 100 lbs., from points on the K. C. M. & O. Ry. via East St. Louis to Louisville, Ky. All of which is for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 209".

Plaintiff offers in evidence Circular Letter No. B-111, marked "Important"; signed "R. M. Fraser, Chairman"; dated St. Louis, Mo., January 25th, 1904; File B-304; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-110, January 22nd; and notifying members that, two-thirds of the Committee having given their consent, the meeting for the 27th is postponed, and notifying members that the meeting will be held at the Louisville Hotel, Louisville, Ky., Wednesday, Feb. 3rd.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 210".

Plaintiff offers in evidence Circular Letter No. B-110, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 22nd, 1904; File B-304; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter from G. F. A. Henderson Route, stating with reference to announcement of the next regular meeting, that it would be impossible to attend, and asking for a postponement.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 211".

Plaintiff offers in evidence Circular Letter No. B-109, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 26th, 1903; File B-446; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter from G. F. A. B. & O. S. W. R. R., dated Cincinnati, Ohio, December 23, 1903—Subject, Basis for division of rates on government freight to points west of the Mississippi River; and notifying the members, through the letter, that Notice, dated St. Louis, Nov. 25th, has just reached the B. & O. S. W., bearing signatures of W. Gray, for the Burlington Route; J. C. Lincoln, for the Mo. Pacific; W. B. Groseclose, for the M. K. & T.; and F. A. Wann, for the C.

& A.; saying that in view of notice to various western lines that effective on August 1st, 1903, on shipments of government freight from Jeffersonville to points west of the Mississippi River, on which the lowest through land grant rate is figured by use of the duly authorized and published rates from Jeffersonville to Upper Mississippi River crossings, applicable to Trans-Mississippi River traffic, would require in final settlement 92½ per cent of the full local rate to East St. Louis; and this letter is to advise for account of our respective lines that said divisions through East St. Louis for land grant rates figured via Chicago and East Hannibal should, in all fairness, be made by applying a pro-rate per rate to the net through rate, using as factors tariff rates from Jeffersonville to East St. Louis, and from East St. Louis to point of destination. And after January 1st, the B. & O. S. W. will require said divisions on shipments handled over other lines in connection with said road to point of destination. Quoting this letter, and asking views of members as to whether or not the business for trans-Mississippi points be accepted under these conditions.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 212."

Plaintiff offers in evidence Circular Letter No. B-108, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 21st, 1903; File B-330; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of letter from member of Committee, calling attention to the fact that C. & O. R. tariff naming rate on soap-stock, etc., provides for a minimum of 35,000 lbs., whereas the St. L. C. L. Frt. Committee carries minimum of 40,000 lbs., thus throwing the St. Louis gateway out of line on soap-stock coming from the West, as compared with Chicago; as asking that matter be taken up with the members of the Committee, with a view to having the minimum

via East St. Louis put in line with Chicago. Also informing the members of Supplement No. 13 to C. & O. R. Through Freight Tariff No. 46, in reference to capacity of car; and also calling attention to Proceedings No. B-24, Nov. 25th, 1903, page 2, and Circular Letter No. B-10, Dec. 16th, which authorizes on cotton-seed products minimum carload weight, in wood 30,000 lbs., in tanks capacity of tank, as shown in Amendment No. 4 to Joint Proportional Tariff I. C. C. No. B-37, effective January 1st, 1904. And asking for views of members as to whether amendment should issue to above-named I. C. C. tariff rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 213".

Plaintiff offers in evidence Circular Letter, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Dec. 24th, 1903; Files 4261 and B-461; addressed to members of the St. L. C. L. Freight Committee; being notice to all East-side lines of result of action taken at meeting in the Commercial Building, December 22nd, 1903, regarding transportation for attendants in charge of live stock, etc.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 214."

Plaintiff offers in evidence Circular Letter No. B-107½, signed "R. M. Fraser, Chairman;" dated St. Louis, December 16th, 1903; File B-465; addressed to members of the St. L. C. L. Freight Committee; concerning cotton seed products, proportional rates from East St. Louis, Cairo, Gale, East Cape Girardeau and Thebes, on shipments originating west of the Mississippi River; and advising members that action of meeting of November 25th on above subject was communicated to the C. & E. I., Big Four, and Ill. Central by letter Nov. 27th, and that Fraser is in receipt of replies to the effect that the proper differentials over East

St. Louis, as outlined in the proceedings, will be maintained from Cairo, etc., from this time on. Also advising members that copies of these proceedings will be sent at once to G. F. A. Mo. Pacific, Iron Mountain Ry., Chairman Arkansas Frt. Committee, and Chairman Southwestern Tariff Committee, giving them notice of the rates or divisions effective on the traffic above named.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 215".

Plaintiff offers in evidence Circular Letter No. B-107, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 8th, 1903; File B-464; addressed to members of the St. L. C. L. Freight Committee; referring to proceedings No. B-24, Nov. 25th, regarding application of pig lead rates on antimonial pig lead; and advising that the road referred to is not disposed to honor the correction, for the reason that a road, not a member of this Committee, has advised that their tariffs are all amended authorizing the application of pig lead rates on antimonial pig lead to points in C. F. A. territory, not excepting Cincinnati, Louisville, etc.; and asking members, in view of the above, to advise whether or not they would consent to amendment to above tariff.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 216".

Plaintiff offers in evidence Circular Letter No. B-106, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 21st, 1903; File B-351; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. 102, dated Oct. 7th, regarding rate on Portland cement, C. L., East St. Louis to Louisville, Ky.; and notifying the members that roads interested have investigated the matter, and advise that they will not make effective the

proposition in Circular Letter above referred to, to change the rate; and that to reduce rate on Portland cement from East St. Louis would force reduction from other points covered by C. F. A. Information No. 3845, and Amendment No. 2 (Information Circular No. 3998). Members notified that this subject will be on the docket for consideration at next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 217."

Plaintiff offers in evidence Circular Letter No. B-105, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 19th, 1903; File B-450; addressed to members of the St. L. C. L. Freight Committee; concerning rate on whiskey from points in defined territory to Arkansas points; refers to Proceedings No. B-23, Sept, 23rd, 1903, page 4. Also gives copy of letter from Chairman Arkansas Freight Committee referring to question of rates on whiskey from interstate points to Arkansas points, advising that by this mail Fraser would receive copy of Rate Notice establishing lowest combination of locals via all crossings, same to be equalized via any other crossing on whiskey, Interstate points to Arkansas common points, effective 22nd inst. And also containing copy of Notice giving rate on whiskey, being Rate Notice No. I. C. C. B-763, signed "Geo. W. Cale, Chairman Arkansas Frt. Committee."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 218".

Plaintiff offers in evidence Circular Letter No. B-104, signed "R. M. Fraser, Chairman;" dated St. Louis, October 13th, 1903; File B-461; addressed to members of the St. L. C. L. Freight Committee; cancelling Circular Letter No. B-100; containing rules to govern shipments of live

stock from East St. Louis to Louisville and Cincinnati, and return transportation for some classes of travel.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 219."

Plaintiff offers in evidence Circular Letter No. B-103, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Oct. 12th, 1903; File B-445; addressed to members of the St. L. C. L. Freight Committee; notifying members that Fraser is in receipt of letter from member, referring to action of the St. L. C. L. Frt. Committee at meeting on Sept. 23rd, as outlined in Proceedings No. B-23, when it was decided to make no change in current rates on broom corn, East St. Louis to Louisville; and saying that all Memphis lines are accepting rate of 25 cents per 100 lbs. on broom corn, out of through rates published by the Choctaw, Oklahoma & Gulf Ry. from all points on that road; and that same rates are carried from Indiana and Oklahoma Territory points to East St. Louis, and this gateway is, therefore, out of line on that traffic to the extent of the difference between Memphis and East St. Louis rates to Louisville, namely 9 cents per 100 lbs.; and asking for change of rates, and submission of this question to members of the St. L. C. L. Frt. Committee for their approval or rejection. The present rate is 34 cents per 100 lbs., Official Classification basis. Letter calls for vote.

Above exhibit is marked "Plainiff's Exhibit Fraser No. 220."

Plaintiff offers in evidence Circular Letter No. B-102, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 7th, 1903; File B-351; addresed to members of the St. L. C. L. Freight Committee; notifying them of letter of Oct. 6th, File C-30, from A. G. F. A. Southern Ry., saying the Southern Ry. has under consideration adoption

of the following rates: 7 cents per cwt. on Portland cement, C. L., minimum 40,000 lbs., from East St. Louis to Louisville, New Albany and Jeffersonville, same rate being in effect in the opposite direction; and asking that views of other lines be obtained. Matter submitted by this letter to members for their approval or rejection.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 221".

Plaintiff offers in evidence Circular Letter No. B-101, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Oct. 5th, 1903; File B-314; addressed to members of the St. L. C. L. Freight Committee; notifying members that on receipt of C. F. A. Information No. 4655, Sept. 30th, naming rate on whiskey, Amendments to St. L. C. L. Frt. Committee Tariffs were printed and ready to mail, effective October 15th; and notice having been received from several members that the proposed change would not take effect on the date named, the tariffs would not be issued until further notice.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 222".

Plaintiff offers in evidence Circular Letter No. B-100, signed "R. M. Fraser, Chaiman;" dated October 1st, 1903, St. Louis, Mo.; File B-461; addressed to members of the St. L. C. L. Freight Committee; notifying them that as provided for and adopted at meeting of September 23rd (See Proceedings No. B-23), Fraser gives with this letter copy of rules governing transportation of live stock shippers or attendants.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 223".

Plaintiff offers in evidence Circular Letter No. B-99, marked "Important;" signed "R. M. Fraser, Chairman";

dated St. Louis, Mo., September 18th, 1903; File B-304; addressed to members of the St. L. C. L. Freight Committee, referring to telegram of the 17th from Mr. C. [illegible]rister, A. G. F. A. Big Four Ry., requesting meeting called for Cincinnati, Sept. 23rd, be postponed.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 224".

Plaintiff offers in evidence Circular Letter No. B-98, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 14th, 1903; File B-351; addressed to members of the St. L. C. L. Freight Committee; notifying members that Fraser is in receipt of letter from member of Committee, saying that said member had application from the St. Louis and San Francisco R. R. for publication of 17½ cents per 100 lbs. on cement, C. L., minimum 40,000 lbs., from Marlow, Ind. Ty., to Cincinnati, Louisville and New Albany; the rate to divide 11½ cents per 100 lbs. to East St. Louis, and 6 cents East St. Louis to Cincinnati, Louisville and New Albany; and that said road would publish through tariff and division sheet same as now done from Texas points to same points named above; allowing the same proportion to East St. Louis as now carried on Texas traffic; and asking that this be submitted to Committee by letter vote, and asking for letter of authority. The letter also submits the proposition as requested to members for their vote.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 225."

Plaintiff offers in evidence Circular Letter N. B-97, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 3rd, 1903; File B-377; addressed to members of the St. L. C. L. Freight Committee; giving rate on asphalt, East St. Louis to Cincinnati and Louisville, when

from Texas; and referring to proceedings theretofore had.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 226".

Plaintiff offers in evidence Circular Letter No. B-96, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 21st, 1903; File B-317; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-94, dated August 13th, regarding rate and divisions on lumber, from Lake Providence, La., via East St. Louis to Cincinnati; and notifying the members that roads interested advise that they will not make effective proposition in Circular above referred to, and G. F. A. Mo. Pacific Ry. has been so advised.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 227".

Plaintiff offers in evidence Circular Letter No. B-95, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 15th, 1903; File B-461; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-93, August 11th, 1903, giving copy of letter from G. F. A. Big Four road, which letter is dated August 14th, 1903, and states that by referring to Proceedings No. B-22, St. L. C. L. Frt. Committee, Louisville, July 22nd, 1903, with reference particuarly to issuance of transportation in favor of attendants in charge of live stock, it will be seen that the question of return transportation was considered, and it was intended only to discontinue issuance of transportation on passenger trains to attendants; and asking for instructions in reference to proceedings of said meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 228".

Plaintiff offers in evidence Circular Letter No. B-94, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

August 13th, 1903; File B-317; addressed to members of the St. L. C. L. Freight Committee; relative to rate on cypress lumber and shingles, Lake Providence, La., via East St. Louis to Cincinnati, Ohio; notifying members that Fraser received copy of letter, dated August 8th, File B-3-C 18247, from G. F. A. Mo. Pacific-Iron Mountain & Southern Ry., saying that said road was complete to Lake Providence, La., at which point was located large manufactures of cypress lumber and shingles; and that comparison of rates showed that the rate from Greenville, Miss., to Cincinnati, is 17 cents per 100 lbs., and from Vicksburg to Cincinnati, 18 cents per 100 lbs.; and Lake Providence people are compelled to meet this competition; asking benefit of no higher rate than 18 cents from Lake Providence to Cincinnati, and suggesting through rate upon cypress lumber, etc., of 21 cents per 100 lbs., which should divide 15 cents from East St. Louis and 6 cents beyond; and asking that the matter be submitted to this Committee for their action.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 229".

Plaintiff offers in evidence Circular Letter No. B-93, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 11th, 1903; File B-461; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter from G. F. A. B. & O. S. W. R. R., dated Cincinnati, Ohio, August 10th, 1903, notifying Fraser that, by reference to Proceedings B-22 St. L. C. L. Frt. Committee, as promulgated at Louisville, Ky., July 22nd, having particular reference to issuing of transportation to attendants in charge of live stock, representatives of said road had meeting, in voting in the affirmative, did so without authority, and this letter is to notify Fraser that the road named above will not comply with resolution as adopted, in so far as Cincinnati is concerned, for the reason that free return transportation

for attendants in charge of live stock shipments is given to such attendants carrying stock from St. Louis to Chicago, and St. Louis to Indianapolis, and until an agreement is reached covering these two points, providing for the application of Official Classification rules, they cannot consistently apply these rules as far as Cincinnati is concerned. Also saying that it is their understanding that the Big Four have also advised in line with the above.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 230".

Plaintiff offers in evidence Circular Letter No. B-92, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 5th, 1903; File B-370; addressed to members of the St. L. C. L. Freight Committee; quoting letter from member of the Committee, giving action of meeting of July 22nd, authorizing half rate upon broken and defective parts of farm wagons, and asking for advice from members whether tariff shall be amended restricting return at half rates on shipments in Indian Territory, Oklahoma, and Arkansas.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 231".

Plaintiff offers in evidence Circular Letter No. B-91, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 1st, 1903; Files B-376, B-393 and B-423; addressed to members of the St. L. C. L. Freight Committee; notifying them that Fraser is in receipt of letter from member, saying that there is in effect at present the following rates, as per I. C. C., B-34, quoting rates on chatts ballast, etc.; and calling attention to the fact that these rates are not properly lined up with one another, and that the rate of $1.75 on chatts ballast is unreasonable in comparison with $1.35 on sand and gravel, and asking, in order

that rates may be equalized, that the matter be submitted to the Committee; and that is accordingly done in his letter.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 232".

Plaintiff offers in evidence Circular Letter No. B-90, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 10th, 1903; File B-445; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-89, dated July 6th, regarding proportional rate of 25 cents per 100 lbs. on broom corn, C. L., East St. Louis to Louisville, Ky., notifying members that after investigation the roads composing the Committee advise it has been decided not to make effective the proposition for rates in Circular Letter referred to.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 233".

Plaintiff offers in evidence Circular Letter No. B-89, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 6th, 1903; File No. B-445; addressed to members of the St. L. C. L. Freight Committee; notifying members that Fraser is in receipt of letter from member of Committee, saying present rate of 34 cents per 100 lbs., East St. Louis to Louisville, on broom corn, C. L., is too high to enable movement from western territory as against that from Oklahoma and Illinois, and that member writing wishes to restore old basis of 25 cents per 100 lbs., to apply on business originating in territory west of the west bank of the Mississippi River, and asking Fraser to obtain by wire the views of the interested lines, and advise as quickly as possible. Letter closes with request to wire views on the proposition.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 234".

Plaintiff offers in evidence Circular Letter No. B-88, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 2nd, 1903; File B-304; addressed to members of the St. L. C. L. Freight Committee; asking them to inform Fraser whether meeting shall be called for Louisville or Cincinnati.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 235".

Plaintiff offers in evidence Circular Letter No. B-87, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 1st, 1903; Files B-383 and 328; addressed to members of the St. L. C. L. Freight Committee; concerning rates on cotton-seed oil from Cincinnati, Ivorydale, and Louisville, to East St. Louis, Ill.; and notifying members Fraser received letter from member of Commitee, saying that proportional rate from East St. Louis having been advanced from 5 to 8 cents per 100 lbs., it occurs to the member writing that possibly same advance may be made in rate in opposite direction; and notifying Fraser that the several Louisville and Cincinnati roads publish proportional rate of 5 cents per 100 lbs. to East St. Louis, applying on cotton-seed oil and oil products refined in transit at Cincinnati and Louisville, or as proportion of through rates from points south; and asking that Fraser submit this question to the lines, members of the Committee, and secure an opinion as to whether an advance in rates would be possible. Fraser's communication submits the matter, and asks for a prompt reply.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 236".

Plaintiff offers in evidence Circular Letter No. B-86, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 15th, 1903; File B-328 and 383; addressed to members

of the St. L. C. L. Freight Committee; concerning proportional rate on cotton-seed oil and oil products, C. L.; refers to Circular Letter No. B-82, May 28th, 1903; and the roads individually advise to the effect that proportional rate on cotton-seed oil, C. L., originating in territory west of the Mississippi River, will not be less than 8 cents per 100 lbs. from East St. Louis, and 10 cents per 100 lbs. from East Cape Girardeau, Gale, Thebes and Cairo, to Cincinnati and Cincinnati points, Louisville and Louisville points (under the jurisdiction of this committee); and notifying them that to give time for cancellation of the individual tariffs, the St. L. C. L. Freight Committee Amendment to Joint Proportional Tariff from East St. Louis will be issued effective on July 6th, 1903. Also notifying members that representatives of the C. & E. I., the Big Four, and Illinois Central Railroads, from Thebes, Cairo, East Cape Girardeau, and Gale, have been so advised. Circular closes by calling on roads to furnish Fraser with notice of cancellation of individual tariffs now in effect, and substitution of tariff ordered.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 237".

Plaintiff offers in evidence Circular Letter No. B-85, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 8th, 1903; File B-317; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-83, dated May 28th, as to rate and divisions on staves from points in Southeastern Arkansas, via East St. Louis to Cincinnati and points beyond; notifying members that roads in the Committee, after investigation, have decided not to make effective the proposition to change rates as per Circular Letter above referred to.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 238".

Plaintiff offers in evidence Circular Letter No. B-84, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 8th, 1903; File B-390; addressed to members of the St. L. L. C. Freight Comittee; saying that, as instructed on May 27th (Proceedings B-21, page 4), he gives rates on new railway cars as per C. H. & D. Ry. Joint Tariff No. 2900, I. C. C., No. 696, March 12th, 1900, from Dayton, Ohio, to points named, at schedule rates named; requesting that if any change is desired in Amendment No. 6, effective June 15th, to Tariff I. C. C. B-34, please advise.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 239".

Plaintiff offers in evidence Circular Letter No. B-83, signed "R. M. Fraser;" dated St. Louis, Mo., May 23rd, 1903; File B-317; addressed to members of the St. L. C. L. Freight Committee; saying, that as instructed at meeting of May 27th, Fraser gives herewith copy of letter from a member regarding rate and divisions on staves from points in Southeastern Arkansas to Cincinnati; and following with a statement of a prospective movement of a large quantity of staves to Cincinnati from Lake Village and other points in Arkansas on the Mississippi River, Hamburg and Western Ry.; and setting out divisions and rates; and asking for views of members of the Committee as to whether or not same should be promulgated.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 240".

Plaintiff offers in evidence Circular Letter No. B-82, signed "R. M. Fraser, Chairman;" dated St. Louis, May 28th, 1903; File B-328 and 383; addressed to members of the St. L. C. L. Freight Committee; stating that, as Fraser was instructed at meeting of May 27th, he gives below copy of action taken in regard to proportional rate on cot-

ton-seed oil, C. L., via East St. Louis and Cairo, and quoting the following resolution from the record of the meeting:

"I move you that the rate from East St. Louis to Cincinnati and Cincinnati points, Louisville and Louisville points (under the jurisdiction of this Committee) on cotton-seed oil, C. L., originating in territory west of the Mississippi River, be made 8 cents per 100 lbs., it being understood that the rate from East Cape Girardeau, Gale, Thebes and Cairo will be 10 cents on the same traffic." Letter closes by asking for advice without delay on this subject, and that result would be announced by Circular Letter.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 241".

Plaintiff offers in evidence Circular Letter No. B-81, signed "R. M. Fraser;" dated St. Louis, Mo., May 15th, 1903; File B-382; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letters Nos. B-75 and B-79, April 28th and May 7th, in regard to stoppage in transit at Louisville and Cincinnati of shipments of glass bottles, lamp chimneys, etc., from C. F. A. territory to the Southwest; and that Fraser is in receipt of letter of May 13th, File 8713, from Chairman of Southwestern Tariff Committee, as follows:

"Stop-over privileges at Louisville and Cincinnati: Again referring to your letter of May 16th, File B-392: Your proposition was submitted to members of this Committee on May 7th, and this is to advise that negative recommendations have been received to the cancellation of basis outlined in your advice." Circular closes by saying that this is for the information of the members of this Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 242".

Plaintiff offers in evidence Circular Letter No. B-80, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; May 11th, 1903; File B-308; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of letter, May 8th, File 46374, from G. F. A. B. & O. S. W. R. R., as follows:

"As you understand the present rate on grain from East St. Louis (proper or beyond) to Cincinnati, also to Louisville, via lines other than the Southern Ry. and L. H. & St. L., is ten cents per 100 lbs. If you will refer to proceedings of meetings held in Chicago, December 11th and 12th, 1902, as issued by Mr. C. E. Fulton, you will note that notice was then given by us that we would hold to a proportional rate of 7 cents per 100 lbs., East St. Louis to Cincinnati and Louisville, on grain coming from the West. We did not, however, put the 7 cent rate in effect at the time, and have been operating the local rate of 10 cents on grain originating in the West. Conditions, however, have since changed considerably, and we now find it necessary to establish the 7 cent proportional rate, which we will cover by individual tariff, effective 14th inst. Kindly advise other interested lines of our intention in this regard."

Circular closes by saying that this extract is given for the information of the members of the Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 243".

Plaintiff offers in evidence Circular Letter No. B-79, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; May 7th, 1903; File B-382; addressed to members of the St. L. C. L. Freight Committee; says, referring to Circular Letter No. B-75, April 28th, subject—stoppage in transit at Louisville and Cincinnati of shipments of glass bottles, lamp chimneys, etc., that Fraser is in receipt of replies from each member of the Committee, saying that they are in

favor of discontinuing the stop-over privilege, etc.; and gives thereafter copy of letter from and to Chairman of the Southwestern Tariff Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 244."

Plaintiff offers in evidence Circular Letter No. B-78, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 29th, 1903; File B-351; addressed to members of the St. L. C. L. Freight Committee; containing copy of letter of the 29th from member, in regard to cement plaster, C. L., minimum 30,000 lbs., as follows:

"Refer to C. F. A. Information No. 3886. Prior to January 1st, you carried proportional rate of 8 cents per 100 lbs. on this commodity, East St. Louis to Louisville, New Albany, Jeffersonville and Cincinnati, but that rate was eliminated, effective January 1st, I believe in error. Since the rate to Dayton is 9 cents per 100 lbs., and we cannot hold higher than that figure to Cincinnati under any circumstances, I wish you would submit the matter by Advice Letter, so that if it is decided to restore the former proportional rate of 8 cents per 100 lbs. to the points in question, it can be incorporated in the next issue of your Proportional Tariff."

Letter then gives condition of tariff to points named, in C. F. A. territory, and asks for vote on the proposition in the letter above quoted.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 245".

Plaintiff offers in evidence Circular Letter Nos. 136 and B-77, marked "Important;" signed "R. M. Fracer, Chairman;" dated St. Louis, Mo., April 29th, 1903; Files 4220 and B-459; addressed to members of the St. L. C. L. Freight Committee; concerning proportional rates from Upper

Mississippi River Crossings vs. rates from East St. Louis to points in C. F. A. territory. It states that at meeting of the St. L. C. L. Frt. Committee, April 25th, and at meeting of the St. Louis Eastbound Freight Committee, April 17th, the above matter was under consideration, and resolutions adopted as follows:

(March 25th)

"Resolved: That the Chairman urge upon Secretary Rainer the importance of having proper proportional rates maintained from Upper Mississippi River in accordance with Joint Rate Committee Middle Division Circular No. 20, or subsequent issues."

(April 17th)

"Moved, That Chairman C. F. A. be advised that this Committee is willing to attend meeting, with the understanding that the discrepancies, as obtained by Sec'y. Joint Rate Committee, shall be presented to the meeting for discussion."

The letter then states that Fraser is in receipt of letter of April 24th, File 10307, from Chairman C. F. A., as follows:

"Relative to conference between St. Louis Eastbound Freight Committee, St. Louis-Cincinnati-Louisville Freight Committee, and representatives Western Roads from East Bank Missisippi River points north thereof, to consider the question of rates to C. F. A. territory.

The Western lines inform us that they will be represented at this Association's rooms on Thursday, May 7th, at 10:30 A. M., to take up this question. Will you, therefore, kindly arrange with the members of the St. Louis Eastbound and Cincinnati-Louisville Freight Committees to be on hand without fail?"

The letter closes with request from Fraser to attend the meeting in C. F. A. rooms, Chicago, May 7th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 246".

Plaintiff offers in evidence Circular Letter No. B-76, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 29th, 1903; File A-116; addressed to members of the St. L. C. L. Freight Committee; saying that circular gives thereafter copy of letter of April 28th from a member, relative to crude oil, Louisville to Evansville; saying that he is asked to name a rate on crude oil, Louisville to Evansville, and inasmuch as the present rate from Louisville to Owensboro and Henderson is 8 cents per 100 lbs., the member does not see how he can consistently name a rate in excess of this to Evansville. Member, therefore, asks Fraser to submit to interested lines this proposition to apply a rate of 8 cents per 100 lbs., Louisville to Evansville, on crude oil, C. L., in tank cars, minimum capacity of tank, and in barrels, minimum weight 30,000 lbs. per car; and asking advice and views of members on this proposition. Fraser's letter closes with request for expression of views on change of rate.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 247."

Plaintiff offers in evidence Circular Letter No. B-75, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 28th, 1903; File B-392; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter, April 27th, from member, stating that on traffic from points east of the Illinois-Indiana State Line, and on and north of the Ohio River, on which local rates are allowed east of Committee gateways, or up to Cincinnati and Louisville, stop-over privileges accorded east of such gateways will be recognized by the Committee lines. Letter then states it is simply a reissue of rule previously in effect. There has obtained for years past at Louisville and Cincinnati the privilege of stopping in transit of shipments of different commodities. The letter then asks that this question be sub-

mitted to lines, members of the St. L. C. L. Frt. Committee, and have them state whether they will apply the tariffs from Louisville and Cincinnati proper on any of this traffic stopped at Louisville or Cincinnati for substitution or rehandling, destined to the territory referred to; and that if affirmative action be taken by lines who are members of Committee, that the matter be submitted at once to Mr. Cale, and have the note above referred to eliminated from his Exception Sheet, so as to prevent misunderstanding by the trans-Missisippi lines. Fraser's letter closes by calling for an early reply.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 248".

Plaintiff offers in evidence Circular Letter No. B-74, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 27th, 1903; File B-383; addressed to members of the St. L. C. L. Freight Committee; concerning division of rates on cotton seed products, C. L., from Arkansas via Cairo vs. East St. Louis; and refers to Circular Letters Nos. B-72, B-69 and B-67; and also proceedings No. 20, page 2, March 25th, on above subject; and also gives copy of letter, for the information of the members, dated April 25th, File 21517, from A. G. F. A. Big Four R. R., as follows:

"Referring to your Circular Letter B-69 on cotton-seed oil. We have issued tariff on cotton-seed oil from East St. Louis to Cincinnati and Ivorydale of 5 cents, and will carry the usual differentials from Cairo, making the rate from that point 7 cents per 100 lbs. I would urge the adoption of 7 cent rate from Cairo as quickly as possible."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 249".

Plaintiff offers in evidence Circular Letter No. B-73, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 20th, 1903; File B-460; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter from member, saying Missouri Pacific, in connection with the Texas & Pacific, publish commodity rate on bones and horns, C. L., from the City of Mexico and other points in Mexico, to Cincinnati and Louisville, rates ranging from 50½ to 71 cents per 100 lbs. In the division of these rates the Mo. Pacific propose to allow the lines east of St. Louis the same earnings as accrue on similar traffic from Texas common points, on which basis the lines from East St. Louis to Louisville receive 6.6 cents, or 20 per cent of the 33 cent rate. Member requests Fraser to ascertain what lines would participate in that traffic on the basis named. Fraser asks for reply from members whether or not they are participating in this through rate from Mexico.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 250."

Plaintiff offers in evidence Circular Letter No. B-72, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 18th, 1903; File B-383; addressed to members of the St. L. C. L. Freight Committee; regarding division of rates on cotton seed products, carload lots, from Arkansas, via Cairo vs. East St. Louis, and upon cotton-seed oil between Louisville, East St. Louis or Evansville; refers to above subjects, and for information gives copy of letter of April 16th, File T-7027, from G. F. A. Chicago & Eastern Ill. Ry., saying:

"Referring to recent correspondence relative to minimum proportions east of East St. Louis, Thebes, Cairo and Gale on cotton-seed oil from points in Arkansas, destined to Louisville and Cincinnati.

I presume you have received copy of C. F. A. I. C. C.

Advice No. 227. I desire to call your attention to Item No. 2 therein. If it is the intention of the East St. Louis lines to continue the 5-cent rate from East St. Louis to Cincinnati, Louisville and Ivorydale, I am of the opinion that it will be impossible for the lines from Cairo, Gale and Thebes to maintain the minimum proportion of 10 cents per 100 lbs."

Letter closes with notifying the members that this letter will be up for consideration at next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 251."

Plaintiff offers in evidence Circular Letter No. B-71, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 14th, 1903; File B-44; addressed to members of the St. L. C. L. Freight Committee; referring to Proceedings No. 20, March 25th, 1903, regarding Southern Railway withdrawing percentage arrangement in effect on traffic from Louisville to Oklahoma and Indian Territories; stating that Fraser is in receipt of letter, April 13th, File C-C 279, from A. G. F. A. Southern Ry., as follows:

"I am not at the present time in position to make any change in my percentage arrangements on Indian and Oklahoma Territory traffic from Louisville."

This letter was sent out for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 252."

At this point the further hearing of this cause is adjourned until to-morrow, Tuesday, November 20th, at ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 20th, 1906.

Met, pursuant to adjournment as above, on Tuesday morning, November 20th, 1906, at 10 o'clock, A. M., in the office of the Special Commissioner, Hon. R. E. Rombauer, Roe Building, St. Louis, Mo.

Present, Parties as before.

When the following proceedings were had:

Plaintiff offers in evidence Circular Letter No. B-70, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 11th, 1903; File A-115; addressed to members of the St. L. C. L. Frieght Committee; giving copy letter from member, calling attention to exceptions in C. F. A. Tariffs applying between Evansville, Louisville and Cincinnati, and requesting that same exceptions be applied on business between East St. Louis, Louisville and Cincinnati; and letter submits same to members for their approval or rejection.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 253."

Plaintiff offers in evidence Circular Letter No. B-69, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 11th, 1903; File B-328; addressed to members of the St. L. C. L. Frieght Committee; concerning rates on cotton seed oil, and giving copy of letter from G. F. A. B. & O. S. W. R. R., April 9th, 1903, which letter advises that the B. & O. S. W. will issue individual tariff, effective April 15th, to cover rate of 5 cents per 100 lbs. on cotton seed oil, in tank cars, East St. Louis to Louisville, Cincinnati and Ivorydale, same to apply on shipments originating at points beyond East St. Louis; and stating that the Southern Ry. had issued rate of 5 cents per 100 lbs., East St. Louis to Louisville, and as it is customary, under the rules of the St. L. C. L. Frt. Committee, that rates from East St. Louis

should be uniform, therefore the B. & O. S. W. is obliged to take this action; and stating that it does not wish to incorporate this in Joint Tariff issued by Fraser as Chairman of the St. L. C. L. Frt. Committee; and requesting that Fraser notify members of the Committee of the B. & O. S. W.'s action. Also quoting from letter from the G. F. A. Big Four, dated April 9th, 1903, saying that B. & O. S. W. and Big Four have found it necessary, on account of the rates held by the Southern Ry. on cotton seed oil, to publish a rate of 5 cents per 100 lbs., from East St. Louis to Cincinnati and Ivorydale, and have issued independent tariff. Fraser refers members to Circular Letter No. B-67, March 2nd, 1903, and Proceedings March 25th, page 2, for information on the question.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 254."

Plaintiff offers in evidence Circular Letter No. B-68, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 7th, 1903; File B-445; addressed to members of the St. L. C. L. Freight Committee; containing copy of letter 6th, File R-448, from G. F. A. Henderson Route, regarding rate on broom corn, East St. Louis to Louisville and Frankfort; and states that G. F. A. Henderson Route has just secured the concurrence of the L. & N., B. & O. S. W. and Southern Ry. to withdrawal of rate of 5 cents per 100 lbs. on above commodity, East St. Louis to Frankfort, suggesting that correction be made effective May 1st, on and after which date rate will not be less than second class, East St. Louis to Louisville and Cincinnati; and inasmuch as the lines referred to have concurred in the advance to Frankfort, there is nothing to prevent our concurrence in the proposition to withdraw commodity rate of 25 cents, East St. Louis to Louisville, and restore rate to Official Classification basis; and stating that Henderson Route is in favor of

this proposition, and would like to have rate made effective May 1st, same date the advance to Frankfort goes into effect. This is submitted by Fraser for information of members, with statement that in the absence of instructions to the contrary, amendment will be issued, effective May 1st, 1903, eliminating the former tariff.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 255."

Plaintiff offers in evidence Circular Letter No. B-67, signed R. M. Fraser, Chairman; dated St. Louis, Mo., March 2nd, 1903; File B-328; addressed to members of the St. L .C. L. Freight Committee; stating that for information of the members is given below copy of letter of Feb. 28th, File C-C-291, from A. G. F. A. Southern Ry. (St. Louis-Louisville lines,) concerning rate adjustment on cotton seed oil, East St. Louis to Louisville, Ky.; referring to action of the Ill. Central R. R. in making effective rate on above commodity of 5 cents per 100 lbs., as per their Supplement No. 2 to I. C. C. 1435, dated April 28th, 1902, thereby causing other lines to make effective this rate from Louisville to East St. Louis; and which letter also advises that as long as a rate of 5 cents per 100 lbs. is carried from Louisville to East St. Louis by the I. C. R. R., the Southern Ry. reserves the right to make the same rate from East St. Louis to Louisville, and will issue tariff accordingly.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 256."

Plaintiff offers in evidence Circular Letter No. B-66, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 26th, 1903; File B-314; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter of Feb. 25th, File C-C-852, from A. G. F. A. Southern Ry., in reference to rate adjustment, consolidating less-car-

load shipments into carloads; stating that the Southern Ry. is not satisfied with the action of the other lines in handling less-than-carload shipments at carload rates, and ignoring the order of the Inspector at Louisville, and feels that their interests can only be protected by restoring the carload rate as any quantity rate: but before taking final action in this matter, the Southern Ry. asks Fraser to communicate with other lines, members of the St. L. C. L. Freight Committee, and get expressions of their views; and stating that the Southern will not establish any quantity rate until notice has been given Fraser of their intention to do so; and also charging that classification rate is not being charged at Louisville or Cincinnati. Fraser submits matter, and asks for prompt reply from members of the Committee as to their position.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 257."

Plaintiff offers in evidence Circular Letter No. B-65, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Feb. 23rd, 1903; File B-447; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser, as instructed at meeting Jan. 28th, wrote, Jan. 30th, a joint letter to Messrs. Cale, Knight, Hall and Leland, quoting action of meeting, as follows:

"Recommended, That divisions be established with the Indian and Oklahoma Territory lines, on basis of 20 and 80 per cent respectively, east and west of East St. Louis, on traffic from Louisville, New Albany, and Jeffersonville; provided that the Indian and Oklahoma Territory lines will, not later than April 1st, 1903, establish the same rates from Louisville, Jeffersonville and New Albany as are now in effect from Moline and Rock Island."

Also giving copy of reply to that letter, dated Feb. 21st, 1903, File O-373, in which it is stated that the question of

rates and divisions on traffic, Louisville to Indian and Oklahoma Territory points was considered at meeting of the Southwestern Committee, special reference being given to application of St. Louis rates on agricultural implements from that point; and it was agreed and understood that all lines would file with the Interstate Commerce Commission notice of their non-concurrence in such tariffs or any others naming lower rates than provided in Indian and Oklahoma tariffs. Letter signed "G. W. Cale." This correspondence submitted for information of members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 258."

Plaintiff offers in evidence Circular Letter No. B-64, signed R. M. Fraser, Chairman;" dated St. Louis, Mo., February 19th, 1903; File B-327; addressed to members of the St. L. C. L. Freight Committee; submitting proposition to amend I. C. C. Tariffs on pig iron within territory of the Committee, and asking for prompt advice of members as to their views on change of tariff.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 259."

Plaintiff offers in evidence Circular Letter No. B-63, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 15th, 1903; File B-345; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of letter, dated February 13th, File 1152, from Chairman Cincinnati Freight Committee, as follows:

"At a meeting of this Committee, held Feb. 12th, the question of rates on brick from Cincinnati to C. F. A. territory was considered, and the following resolution adopted:

'Resolved, That St. Louis-Cincinnati-Louisville Freight Committee be requested to advance the rate from Cincinnati

to East St. Louis on brick from $1.75 to $1.90 per ton, to be in line with rates proposed to apply from Cincinnati to Chicago and Peoria.'

Will you kindly place this matter before your Committee at the earliest possible moment, and oblige."

Fraser then submits the proposition to amend I. C. C. Tariff, B-34, naming rate of $1.90 on brick from Cincinnati and points beyond, and Louisville and points beyond, to East St. Louis, or shall rate of $1.90 per ton be made to apply between East St. Louis, Cincinnati and Cincinnati points, Louisville and Louisville points. Asking members to promptly reply.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 260."

Plaintiff offers in evidence Circular Letter No. B-62, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., February 14, 1903; File B-308; addressed to members of the St. L. C. L. Freight Committee; stating that given below is copy of letter from the St. Louis Traffic Bureau, dated Feb. 12th, 1903, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee, referring to rate on grain products: The St. Louis Traffic Bureau stated that from East St. Louis to Louisville, Ky., as shown in St. L. C. L. Frt. Committee Tariff No. B-33, of Jan. 1st, 1903, the rate was 10 cents per 100 lbs., while the grain was being handled from East St. Louis to Louisville at 4 cents; and the high rate on grain products prevents practically any sale and movement to Louisville or territory beyond, where the rates are based on the combination of the locals. The miller at Louisville buys much of his grain at St. Louis, and at points beyond, and in the territory west of the Mississippi River this grain pays the same rates as published on the product, but from East St. Louis to Louisville he gets the grain handled at 6 cents per 100 lbs. less than the rate on

the product, which gives him an advantage of 12 cents per bbl. on the output of his mill, as he can manufacture his goods as cheaply as the miller on the Mississippi or Missouri River.

The letter then states that in C. F. A. territory, reached by lines, members of the St. L. C. L. Freight Committee, grain and grain products are, as a rule, handled at the same rate to Indianapolis, just north of Louisville, the rate on both the grain and grain product being 7 cents per 100 lbs. Also that cars can be given as heavy loading with the grain products as with the grain, and that the importers are not put to any greater expense; and closes by asking that the rate be changed. All of which is submitted by Fraser to the Committee for their consideration.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 261."

Plaintiff offers in evidence Circular Letter No. B-62, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 29th, 1903; File B-318; addressed to members of the St. L. C. L. Freight Committee; referring to revision of joint freight tariffs between East St. Louis-Cincinnati-Evansville and Louisville-Evansville and Cincinnati; and notifying members that they are requested to be represented at meeting at Louisville Hotel, Louisville, Ky., February 3rd, 1903, in accordance with resolution adopted at Cincinnati on the 28th, that checking rates between St. Louis-Cincinnati-Louisville, Evansville-Cincinnati, and Evansville-Louisville, be referred to a special meeting of Rate Clerks, to be called at Louisville Hotel, Louisville, Ky., on Tuesday, Feb 3rd, 10:00 A. M.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 262."

Plaintiff offers in evidence Circular Letter No. B-61, signed 'R. M. Fraser, Chairman;" dated St. Louis, Mo., January 21st, 1903; File B-368; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-60, January 16th, quoting letter from A. G. F. A. Southern Ry. in reference to rate on cast iron pipe; stating that Fraser is in receipt of following:

St. Louis, Mo., Jan. 19, 1903.
C-402

Dear Sir: Our I. C. C. C-291, applying rate of $1.65 per net ton on cast iron pipe, C. L., from Louisville to East St. Louis, effective Jan. 21st, 1903, will expire with this month. On and after Feb. 1st, rate will be 10 cents per cwt., as provided in your tariff B-33. Yours truly,

(Signed) R. A. Campbell, A. G. F. A."

Also that C. & O. R. Supplement No. 3 to Tariff No. 46, and Supplement No. 2 to Division Sheet No. 46, G. L., effective Feb. 1st, 1903, names rate of $2.00 per ton on iron pipe, etc., C. L. All of which is submitted for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 263."

Plaintiff offers in evidence Circular Letter No. B-60, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., January 16th, 1903; File B-368; addressed to members of the St. L. C. L. Freight Committee; stating Fraser is in receipt of letter Jan. 15th, from A. G. F. A. Southern Ry., as follows:

"I have just wired Interstate Commerce Commission, as follows:

'Our I. C. C. C-291, effective 21st, copy filed today, makes rate cast iron pipe, C. L., Louisville to East St. Louis, $1.65 per net ton.'

This action account similar rate in effect from Jeffersonville to Chicago. To you as information."

Fraser then states the above rate published January 15th, 1903. All of which is given to the members for information.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 264."

Plaintiff offers in evidence Circular Letter No. B-59, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Dec. 11th, 1902; File B-450; addressed to members of the St. L. C. L. Freight Committee; relative to rate on whiskey from points in defined territory to Arkansas points; referring to Circular Letter No. B-56, December 1st; stating that Fraser is today in receipt of letter dated Dec. 10th, File D-422, from Chairman Cale of the Arkansas Freight Committee, saying that with reference to Fraser's communication of the 26th ult., to which he replied under date of Nov. 28th, as advised in the communication referred to, the subject will be put on the docket for consideration at the next meeting of the Arkansas Freight Committee, and advising that the Committee in session yesterday took action which resulted in instructions to Chairman to communicate with Fraser, that while the Committee should regret the cancellation of divisions from territory named, on account of the action complained of (i. e. the action of the Arkansas Freight Committee regarding the manner of publishing through rates on whiskey and the basis for dividing same, as announced in Rate Notice I. C. C. B-470 and Circular No. 53-E, both issued Oct. 16th, 1902) it was the unanimous opinion of the Arkansas Freight Committee lines that they found such action necessary for their own protection, and that they do not feel they can make any change in the manner of establishing through rates and dividing same,

neither do they feel that they can withdraw from the position taken with reference to this particular traffic.

All of which is given to the members of the Committee for their information.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 265.'

Plaintiff offers in evidence Circular Letter No. B-58, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 10th, 1902; File B-439; addressed to members of the St. L. C. L. Freight Committee; calling members' attention to tonnage and revenue statement No. 63, November 11th, 1902, under heading Louisville and Louisville points to East St. Louis "Revenue," should be corrected to read as per corrections given below.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 266."

Plaintiff offers in evidence Circular Letter No. B-57½, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 5th, 1902; FileA-114; addressed to members of the St. L. C. L. Freight Committee; in reference to rate on whiskey, high-wines, etc., in wood; advising members that, effective December 15th, Joint Freight Tariff No. 3 between Evansville, Ind., and Louisville, Ky., New Albany and Jeffersonville, Ind., will be amended as follows:

"*Eliminate*: Rate on whiskey, alcohol, highwines and spirits, in wood, L. C. L., via rail 15 cents, via boat 13 cents per 100 lbs."

Also Joint Freight Tariff No. A-3, between Evansville, Ind., and Cincinnati, Ohio, will be amended as follows:

"*Eliminate*: Rate on whiskey, alcohol, highwines and spirits, in wood, L. C. L. (to Evansville only) via rail 17 cents, via boat 15 cents per 100 lbs."

The above amendment to be in line with Amendment No.

3 to Joint Freight Tariff I. C. C. No. B-31, between East St. Louis-Cincinnati-Louisville, etc., effective December 15th, issued on instruction of individual roads (See Proceedings No. 18, Nov. 25th, page 3.)

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 267."

Plaintiff offers in evidence Circular Letter No. B-57, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 5th, 1902; File B-453; addressed to members of the St. L. C. L. Freight Committee; stating that members should not fail to be present or represented at meeting in C. F. A. rooms, Chicago, December 10th, in accordance with action at meeting November 26th, at which the following was adopted:

"Recommended, That a Joint Meeting be called in Chicago, December 10th, 1902, of the St. L. C. L. Freight Committee, Chicago & Ohio River Committee, and the Peoria Eastbound Lines, for the purpose of revising the rates between the various points, under the jurisdiction of those committees. Said meeting to be held at the Central Freight Association Committee Rooms, at 10 A. M." Letter closes by calling on members to attend.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 268."

Plaintiff offers in evidence Circular Letter No. B-56, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., December 1st, 1902; File B-450; addressed to members of the St. L. C. L. Freight Committee; relative to whiskey rate from points in defined territory to Arkansas points; and stating that, as instructed at meeting November 25th, Fraser gives copy of correspondence and notices issued by Chairman Arkansas Freight Committee; followed by letters in reference to adjustment in division of rates between

two committees in territory east and west of the Mississippi River.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 269."

Plaintiff offers in evidence Circular Letter No. B-55, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., November 26th, 1902; File B-447; addressed to members of the St. L. C. L. Freight Committee; stating that, as instructed at meeting Nov. 25th, Fraser gives copy of proceedings of Conference Meeting November 10th, and report of Sub-committee appointed at meeting October 22nd. Proceedings of Conference of Sub-committee appointed by the St. L. C. L. Freight Committee, with representatives of Indian and Oklahoma Territory lines, to consider the question of rate adjustment on classes and commodities from Louisville, Ky., to Indian and Oklahoma Territories, vs. Moline and Rock Island, and basis for dividing the same followed by list of roads represented. Stating that meeting convened November 10th; Mr. Hart acting as Chairman of Sub-committee, explained that the conference was held in an endeavor to place Louisville on a parity with Moline and Rock Island and other Upper Mississippi River points, particularly on agricultural implements, the manufacturers at Louisville being discriminated against in that rates from Louisville to Indian and Oklahoma Territories are made on combination of locals or differentials basis over St. Louis rates; whereas Moline and Rock Island manufacturers enjoy the same rates that are in effect from St. Louis; and that if a satisfactory rate adjustment could be reached, Louisville-St. Louis lines would be prepared to agree to a fair and equitable basis of divisions.

It was stated by Mr. Leland that until recently the Indian and Oklahoma Territory lines received very little encouragement in the matter of placing Louisville on a more

favorable basis, in that there was until lately no basis for dividing rates in effect via this gateway, except by allowing lines east of East St. Louis their locals, and that any reduction in rates from Louisville to Indian and Oklahoma Territories was necessarily out of the proportion of the Western roads. The matter has been under consideration on the part of the St. L. C. L. Frt. Committee for many months, and no action taken to provide provisions by lines, members of that committee, until the Southern Ry. established divisions on a basis of 20 and 80 per cent east and west of East St. Louis respectively. The representatives of the Western Lines stated that Louisville should be placed on a parity with Rock Island and Moline, not by reducing rates from Louisville, but by advancing rates from Moline and Rock Island, and they suggested that if the St. Louis-Louisville lines would establish divisions on basis of 20 and 80 per cent respectively, east and west of St. Louis, on which to divide rates that are now in effect, or those that might be established later on, it might lead to Louisville being placed on a parity with Moline and Rock Island.

In a supplementary letter addressed to the members of the St. L. C. L. Frt. Committee, Mr. Hart acknowledges receipt of letter from Mr. Leland, A. G. F. A. M. K. & T. Ry., noting copy of proceedings of meeting of Sub-committee of the St. L. C. L. Frt. Committee with representatives of Indian and Oklahoma Territory lines, and stating that the last sentence of report is not correct, and should read that "they individually suggested that if the St. Louis-Louisville lines established divisions on basis of 20 and 80 per cent, respectively east and west of St. Louis, on which to divide rates that are now in effect, or those that may hereafter be established, it would have a beneficial effect on the proposition under discussion." Then follows report of the Sub-Committee, dated November 24th, 1902, with the following motion:

"Moved, That we submit copy of proceedings of the Conference held November 10th, between representatives of the Indian and Oklahoma Territory lines and the Sub-Committee appointed by the St. Louis-Cincinnati-Louisville Freight Committee; and

Recommend: That divisions be established with the Indian and Oklahoma Territory lines on basis of 20 and 80 per cent, respectively, east and west of East St. Louis, on traffic from Louisville, New Albany, and Jeffersonville; provided that the Indian and Oklahoma Territory lines will, not later than January 1st, 1903, establish the same rates from Louisville, Jeffersonville and New Albany as are in effect from Moline and Rock Island.

Letter closes with request from Fraser that the roads consider the matter, with a view to final action at their next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 270"—consisting of three pages.

Plaintiff offers in evidence Circular Letter No. B-54, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., November 22nd, 1902; File B-452; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-53, November 12th, 1902, regarding rates and minimum carload weights on castor oil, in wood. Letter states that Fraser received replies from members to the effect that they are applying Official Classification rating, that is 5th class, 15 cents per 100 lbs., as per I. C. C. B-31, on this traffic between East St. Louis, Cincinnati and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 271."

Plaintiff offers in evidence Circular Letter No. B-53, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.,

November 12th, 1902; File B-452; addressed to members of the St. L. C. L. Freight Committee; stating Mr. Fraser is in receipt of following letter from a member:

"Please address a circular letter to all members of the St. L. C. L. Frt. Committee, with a view of ascertaining what rates are being protected on caster oil, in wood, carloads, East St. Louis to Louisville and Cincinnati. This commodity is shown in your Joint Tariff, but rate is omitted. We understand 5th class rate, 15 cents, should be applied."

Fraser closes by asking the roads to advise what rates they are applying on above commodity.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 272."

Plaintiff offers in evidence Circular Letter No. B-52, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 23rd, 1902; File B-450; addressed to members of the St. L. C. L. Freight Committee; stating that at meeting of Oct. 22nd action was taken as follows; in regard to whiskey from points in defined territory to Arkansas points:

"Moved, That the subject be referred to the Committee having under consideration the subjects of Rates, Cincinnati, Louisville, etc., to Springfield, Mo., Traffic Louisville to Oklahoma and Indian Territory; in the mean time the Chairman to issue Circular Letter sending copy of the correspondence to all members of the Committee, with the request that they advise Mr. Hart before the 10th of November, their views on the subject."

In accordance with the above, Mr. Fraser states that he gives copy of the papers referred to Then follows a letter from Mr. G. W. Cale, Chairman Arkansas Freight Committee quoting therefrom. Mr. Fraser then gives result of

conference held at the Louisville Hotel, Louisville, Ky., May 6th, 1898, at which the following agreement was reached, covering rates from points east of the Mississippi River to Arkansas territory.

"Resolved: That through rates from Cincinnati, Louisville, Evansville, Cairo and Paducah and from points north of the Ohio River and east of the Mississippi River and west of the so-called Seaboard territory, be established to Arkansas common points, using the same scale of differentials from the various territories with respect to the rates from St. Louis as made by Arkansas lines, as applicable on business from same points to Texas territory.

2nd: That the defined territories are to be the same as on Texas traffic, with such exceptions as it may be necessary to adopt in order to properly line up the rates.

3rd: That Arkansas points herein referred to are understood to be as follows: Little Rock, Argenta, Pine Bluff, Newport, Fort Smith, Van Buren, Brinkley and Forrest City.

4th: That the through rates so established be divided as follows: (Then ensues copy of rates established).

On business originating north of the Ohio River and east of the Mississippi River, the local rates or lower obtainable arbitraries or percentage divisions from points of origin to the Ohio River crossings through which the traffic moves, to be deducted and the remainder pro-rates on the percentages mentioned in the foregoing.

That through rates from Ohio River and other River crossings named, and from points north of the Ohio and east of the Mississippi River, and their respective territories, to points in the State of Arkansas not mentioned in the foregoing, to be made on the same differential scale as that applied on traffic to Arkansas common points herein

enumerated; that in dividing such rates the lines west of Memphis to be allowed their full locals.

This agreement to take effect June 1st, 1898."

The letter of Mr. Fraser closes by requesting the members to promptly advise Mr. Hart of their views on said subject before November 10th.

Above exhibit, consisting of three pages, is marked Plaintiff's Exhibit Fraser No. 273."

Plaintiff offers in evidence Circular Letter No. B-51, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., October 4th, 1902; File B-317; addressed to members of the St. L. C. L. Freight Committee; stating Mr. Fraser is in receipt of letter from member as follows:

"It is our desire that you submit to the Committee proposition for amendment to be issued to our St. L. C. L. Tariff, including among articles taking lumber rate, vehicle stock or stuff, including felloes and spokes in the white; also hubs and spokes, sawed and turned into shape, also tennoned spokes and hubs, not further finished than bored, mortised and primed (which, under Official Classification, take 5th class or lower), minimum weight 30,000 lbs.

We make the above application for the reason that the individual lines publish lumber rates on these articles to Cincinnati, Ohio and other C. F. A. territory. The rate to Cincinnati would fix the rate to Louisville and points taking the same basis. Will you please submit the matter promptly."

Mr. Fraser then states that the list of articles on which lumber rates would apply are the same authorized by C. F. A. Information No. 1878, December 5th, 1899; and then asks the members as to whether the amendment should be

issued to I. C. C. Tariff No. B-31, adding above mentioned commodities to the list of articles taking lumber rates.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 274."

Plaintiff offers in evidence Circular Letter No. B-50, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 30th, 1902; File B-419; addressed to members of the St. L. C. L. Freight Committee; stating that at meeting held in Cincinnati, 24th inst., the following was adopted, (See Proceedings No. 16):

"Resolved, That the Chairman appoint a Special Committee of three to consider the abrogation not later than Dec. 31st, 1902, of all unauthorized rates and the revision of low authorized rates, the Committee to report at the meeting in St. Louis October 22nd, 1902."

Then follows names of Committee. Fraser then asks members to please forward at once copy of all individual tariffs now in effect, issued by the respective roads, applying on traffic between East St. Louis, Cincinnati, Louisville, etc., which tariffs are asked for to enable Special Committee to make a full and complete report.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 275."

Plaintiff offers in evidence Circular Letter No. B-49, signed "R. M. Fraser, Chairman; dated St. Louis, Mo., September 18th, 1902; File A-49; addressed to members of the St. L. C. L. Freight Committee; stating Mr. Fraser is in receipt of letter from member, saying that the Southern Ry. has under consideration the adoption by its lines of the following rate: 15 cents per 100 lbs., minimum 24,000 lbs., on some thirty cars of dismantled machinery and wood stock, from Cincinnati to Evansville; giving list of articles

to be shipped; and saying that the road asks that this matter be submitted to the other members for their consent to make the above rate; and Fraser asks for prompt reply from the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 276."

Plaintiff offers in evidence Circular Letter No. B-48, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 8th, 1902; File B-443; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-46, dated September 3rd, making application for free return of horses and traps exhibited at the Louisville Horse Show, to be held at Louisville, Ky.; and notifying the members that after investigation the roads, members of the Committee, advise that it has been decided not to make effective the proposition for free return of horses and traps, as requested.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 277."

Plaintiff offers in evidence Circular Letter No. B-47, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 6th, 1902; addressed to members of the St. L. C. L. Freight Committee; File B-322; stating that Fraser is in receipt of the following letter:

"Louisville, Ky., Sept. 5, 1902.

Mr. R. M. Fraser, Chairman, St. Louis, Mo.

Dear Sir:—Please refer to your Circular Letter B-41, File B-322, transmitting information that the Southern Ry. would establish a rate of 8 cents per 100 lbs. on tobacco leaf, in hhds., from East St. Louis to Louisville.

I am in receipt of Mr. Campbell's tariff, which reads 'Tobacco, unmanufactured, any quantity.' I am also in receipt of a communication from Mr. Campbell, in which he

admits that he is applying this rate on tobacco stems, stating that tobacco stems is no more than unmanufactured tobacco, and that he is therefore justified in applying the tobacco rate.

I think this information should be given to the Committee. Yours truly,

(Signed) L. J. Irwin, G. F. A."

Mr. Fraser then states that the Henderson Route Notice making rate on unmanufactured tobacco, was transmitted in Circular Letter March 31st, and Southern Ry. Notice making same rate was transmitted in Circular Letter August 20th. All of which is given to the members for their information.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 278."

Plaintiff offers in evidence Circular Letter No. B-46, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., September 3rd, 1902; File B-443; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of letter from member in reference to rate adjustment on horses for Louisville Horse Show; and saying the Southern Railway has under consideration the adoption by its line of rates on horses and traps, East St. Louis to Louisville, and asking for the views of other lines, based on this information, as quickly as possible, by Circular Letter; and also stating that the Henderson Route, and the B. & O. S. W. are in favor of the proposition; and letter closes by asking the members to advise whether or not they are in favor of change in tariff.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 279."

Plaintiff offers in evidence Circular Letter No. B-45, signed "R. M. Fraser, Chairman;" and dated St. Louis,

Mo., September 3rd, 1902; File B-442; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-40, August 21st, in reference to proposition to establish rate of 26 cents per 100 lbs. on wool, C. L., Rule 5-C Official Classification not to apply; that interested roads, having expressed themselves favorably on the proposition, Amendment to Joint Tariff I. C. C. No. B-31, would be issued at an early date, making rate apply from East St. Louis to Cincinnati and Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 280."

Plaintiff offers in evidence Circular Letter No. B-40, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 18th, 1902; File B-373; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-38, August 12th, regarding proposition to establish rates on sulphuric or muriatic acid, in tank cars, of ten cents per 100 lbs., and that interested roads favored the proposition and that tariff, as amended, is now in the hands of the printer, and will be issued soon.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 281."

Plaintiff offers in evidence Circular Letter No. B-39, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 15th, 1902; File B-354; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-30, July 25th, regarding rate on mules, East St. Louis to Louisville; also Circular Letter No. B-35, July 31st, advising that the roads individually had decided not to make the rate effective; states receipt on the 14th, of letter dated 11th, File I-3011, from G. F. A., L. H. & St. L. Ry., indicating that he is somewhat disappointed at the action of the Committee in declining the application for same rate on

mules, East St. Louis to Louisville, as applies to cattle; stating that he does not believe that a reduction of rate on mules, East St. Louis to Louisville, would affect the rate in any other territory; and his road has decided to issue, effective August 20th, an individual rate of 15 cents per 100 lbs. on mules, C. L., minimum as per Official Classification. All of which is for the information of the members of the Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 282."

Plaintiff offers in evidence Circular Letter No. B-38, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 12th, 1902; File B-373; addressed to members of the St. L. C. L. Freight Committee; saying Frasier is in receipt of letter from member, stating that rate on sulphuric and muriatic acid, in tank cars, from Chicago to Jeffersonville, New Albany, and Cincinnati, is ten cents per 100 lbs.; and that it is customary to apply the same rates from East St. Louis to Louisvile and Cincinnati as are in effect from Chicago to the North bank of the Ohio River, and proposing the establishment of rate of 10 cents per 100 lbs. on above commodities from East St. Louis to Louisville and Cincinnati and points beyond, usually taking same rates; and asking that Fraser submit the matter to the lines interested for an expression of their views. The letter then quotes present rates, and gives the Chicago rate to Ohio River crossings, and asks the views of members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 283."

Plaintiff offers in evidence Circular Letter No. B-37, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., August 8th, 1902; Fife B-332; addressed to members of

the St. L. C. L. Freight Committee; referring to Circular Letter No. B-33, dated July 29th, application for rate of 25 cents per 100 lbs. on domestics, L. C. L., from East St. Louis to Louisville; and stating that after further investigation the roads interested individually advise that it has been decided not to make effective the rate proposed in Circular above referred to.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 284."

Plaintiff offers in evidence Circular Letter No. B-36, signed "R. M. Fraser, Chairman;" and dated St. Louis, Mo., August 4th, 1902; File B-397; addressed to members of the St. L. C. L. Freight Committee; giving copy of letter in reply to Circular Letter No. 32, July 28th, 1902, which letter is signed by L. J. Irwin, G. F. A., and refers to division of rates through other gateways than St. Louis, on Texas and Southwestern business; and Fraser closes by stating that the subject has been referred to a Sub-committee in regard to rate adjustment on agricultural implements to Indian and Oklahoma Territories, as against the Moline and Rock Island gateways; and asks that the subject of percentages be considered by the members.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 285."

Plaintiff offers in evidence Circular Letter No. B-35, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 31st, 1902; File B-354; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-30, July 25th, application for rate of 15 cents per 100 lbs. on mules, C. L., from East St. Louis to Louisville; stating that after further investigation, the roads interested individually advise that it has been decided not

to make effective the rates proposed in the circular above referred to.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 286."

Plaintiff offers in evidence Circular Letter No. B-34, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 30th, 1902; Files B-305, 377, and 394; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of C. F. A. Information Circulars which name rates as follows: C. F. A. Information No. 3504 naming proportional rate on asphalt rock, etc.; C. F. A. Information No. 3571, naming rate of 25 cents per 100 lbs. on grapes in boxes, etc.; C. F. A. Information No. 3577, naming rate of 9 cents per 100 lbs. on bones, C. L., from East St. Louis to Cincinnati; and letter closes by asking whether or not Fraser shall publish in the next issue of the St. L. C. L. Freight. Committee tarriffs the above named rates, as fixed by the C. F. A.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 287."

Plaintiff offers in evidence Circular Letter No. B-33, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 29th, 1902; File B-332; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from member to the effect that it is their understanding that shipments of domestics in bales from East St. Louis to Louisville are being handled at 25 cents per 100 lbs., or the present rate applying on cotton sheeting, duck and drilling, as named in I. C. C. B-28; and in order to have the tariffs cover the application of this rate, Fraser is requested to submit to the members of the Committee proposition to apply commodity rate of 25 cents per 100 lbs. on

domestics, East St. Louis to Louisville; Fraser's letter asks for views concerning the proposition.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 288."

Plaintiff offers in evidence Circular Letter marked "Important," signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 31st, 1902; File B-429; addressed to members of the St. L. C. L. Freight Committee; quoting copy of letter from a member, stating that Amendment 9 to Joint Commodity Tariff, Wabash—22640, carries rate of 11 cents per 100 lbs. on sublimed lead, C. L., East St. Louis to Cincinnati and Louisville; stating that Fraser's letter of March 22nd, File 4122-E, as Chairman of the St. Louis Eastbound Freight Committee, practically authorized publishing the same, but it seems, as far as the two points mentioned are concerned, the question is one for Fraser to act upon, and if rate is approved by lines interested, to correct joint tariffs to correspond. Fraser then states that at meeting March 4th the St. Louis Eastbound Freight Committee requested authority from the Central Committee to publish the rate in Wabash tariff; and on March 13th the Central Committee recommended that tariffs should be published covering the specific rates from East St. Louis to specific points named only; each road to issue the tariff and file it with the Interstate Commerce Commission. Fraser then states that the printer has copy for revised tariff covering the changes mentioned, adding that he will include sublimed lead, unless votes to the contrary are received from four or more members not later than Wednesday, March 5th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 289."

Plaintiff offers in evidence Circular Letter No. B-32, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 28th, 1902; File B-397; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from R. A. Campbell, A. G. F. A., dated July 26th, 1902, referring to rate adjustment, rates and divisions to Indian and Oklahoma Territories; indicating that this question was continued on the docket at last meeting of the St. L. C. L. Freight Committee, but to date the Chairman of the Sub-committee has made no request for a meeting; advises that the Southern Railway gives notice of its intention to establish percentages from Louisville to points in Indian and Oklahoma Territories, of rates published as per Indian and Oklahoma Territory Tariff No. 90, effective at once; indicating that it is justified in this action, not only on account of delay on the part of the Sub-committee in calling a conference, but on account of divisions being now in effect through other gateways. At meeting January 22nd, 1902, this subject was referred to Sub-committee, and was brought up at meetings of March 26th and May 28th, and it was suggested that the matter be continued, and the Committee given further time to report.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 290."

Plaintiff offers in evidence Circular Letter No. B-31, signed "R. M. Fraser, Chairman"; dated St. Louis, Mo., July 26th, 1902; File B-383; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-27, July 14th, regarding Missouri Pacific Division Sheet No. 1, to Arkansas Freight Committee Tariff No. 3, in reference to rates and divisions on traffic from Arkansas via East St. Louis to Cincinnati, Louisville, and points beyond; giving quotations from letters from different roads, in reply to inquiries as to whether or not they

were accepting division of rates over Missouri Pacific lines, in which replies the roads generally state that they are adhering strictly to the legislation of the St. L. C. L. Freight Committee in the matter of these divisions, and that they are not acting on the tariff sheet issued by the Missouri Pacific for division of business.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 291."

Plaintiff offers in evidence Circular Letter No. B-29, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 25th, 1902; File B-431; addressed to General Freight Agents and Acting General Freight Agents of the following roads: B. & O. S. W.; C. H. & D. Ry.; C. C. C. & St. L. Ry., Illinois Central R. R.; T. H. & I. R. R.; Southern Ry.; C. & A. Ry.; L. H. & St. L. Ry.; P. C. C. & St. L. Ry., entitled "Articles of Organization." "In accordance with instructions at meeting June 25th, 1902, (See Proceedings No. 15, page 4) as follows:

'If approved and signed by all members, the Chairman to then distribute copies to all Freight Traffic Officials of the roads, members of the Committee.'

The Articles of Organization, effective May 1st, 1902, having been approved and signed by the official representative of each of the roads, members of the Committee, I send you herewith one copy for your file."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 292."

Plaintiff offers in evidence Circular Letter No. B-28, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 15th, 1902; File B-351; addressed to members of the St. L. C. L. Freight Committee; referring to action of the Rock Island and M. K. & T. R. R., fixing minimum carload weight of 30,000 lbs., from Oklahoma and Indian

Territory points to Cincinnati and Louisville, on commodities named; and stating that Fraser has called attention of the roads above named to the fact that their Joint Tariffs so issued are not in accordance with the action of the St. L. C. L. Freight Committee, and that said roads must make their minimum weight in accordance with the authority granted, which named carload minimum weight capacity of car.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 293."

Plaintiff offers in evidence Circular Letter No. B-27, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 14th, 1902; File B-383; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from member, calling attention to Missouri Pacific Division Sheet No. 1, to Arkansas Freight Committee Tariff No. 3. A great many rates are carried therein from Arkansas points to Cincinnati and Louisville, in the division of which lines east of East St. Louis have been allowed forty per cent of the Little Rock rate. It develops that Mo. Pacific Percentage Sheet No. 465, of May 10th, 1901, covers this arrangement; but it is evident that these divisions are unauthorized. He is also informed that individual lines have given the Mo. Pacific notice that they would participate in the above mentioned division on class and commodities, that is, accept forty per cent of the Little Rock rate, east of East St. Louis, on the traffic in question; and indicates that there is some misunderstanding in the matter.

Fraser states that reference to Proceedings No. 4, page 2, February 27th; No. 5, page 1, April 24th; No. 7, pages 1 and 2, September 25th; and No. 8, pages 1 and 2, October 23rd, 1901, will show that all through rates, divisions and percentages on northbound traffic were cancelled, ex-

cept on cotton seed products. And asks the roads to please advise whether or not they are adhering strictly to the legislation referred to above; and if not, to explain the reasons for doing otherwise, and a prompt reply is requested.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 294."

Plaintiff offers in evidence Circular Letter No. B-26, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 27th, 1902; File B-310; addressed to members of the St. L. C. L. Freight Committee; referring to controversy between the St. L. C. L. Freight Committee and the Southwestern Tariff Committee, of which Mr. Cale is Chairman, as to divisions of rates on business at points in territory of the St. L. C. L. Freight Committee, and Texas common points; objecting to the same on the part of the St. L. C. L. Freight Committee, and saying that the divisions mentioned have not been authorized by the St. L. C. L. Freight Committee; and correspondence closes with a letter from Mr. Fraser to Mr. Cale, dated June 26th, 1902, quoting instructions given by the members of the St. L. C. L. Freight Committee, at Louisville, as follows:

"The lines, members of the St. L. C. L. Freight Committee will not concur in the divisions of rates between Cincinnati and Louisville and Texas common points, via East St. Louis, promulgated by the Southwestern Tariff Committee, unless they shall have been previously submitted to the Committee.

This action shall not be construed to effect divisions now in effect."

Mr. Cale then writes Mr. Fraser that he will submit the matter to his Committee.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 295."

Plaintiff offers in evidence Circular Letter No. B-25, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 16th, 1902; File B-333; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-24, June 10th, application for proportional rate on hay, East St. Louis to Cincinnati and Louisville; advises that as two-thirds of the members did not vote in favor of the proposition, Joint Proportional Tariff I. C. C. B-99 will not be amended. This is all for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 296."

Plaintiff offers in evidence Circular Letter No. B-24; signed "R. M. Fraser, Chairman"; dated St. Louis, Mo., June 10th, 1902; File B-333; addressed to members of the St. L. C. L. Freight Committee; being application for proportional rate on hay, C. L., East St. Louis to Louisville and Cincinnati; stating that Fraser is in receipt of letter from member, saying that member desired to make application for proportional rate of 10 cents per 100 lbs. on hay, East St. Louis, to Cincinnati, where commodity originated in the West; and asking that this matter be submitted to the members, requesting their vote on the proposition by letter, and that Fraser advise the result. Fraser then asks for vote on the proposition, accordingly, saying that if two-thirds of the members vote in the affirmative, amendment to Joint Tariff will be issued.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 297."

Plaintiff offers in evidence Circular Letter No. B-23, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 4, 1902; File B-304; addresed to members of the St. L. C. L. Freight Committee; stating that at a meeting held

in Fraser's office on April 17th, the Articles of Organization of this Committee were revised, and printed copies sent April 18th to representatives of each line for signature; and a signed copy of the paper has been returned by all members except two. One is delayed by absence of an official whom it is deemed necessary to consult; the other is the I. C. R. R., who have returned the paper with the following letter from their General Counsel:

"Chicago, May 24, 1902.

St. Louis-Cincinnati-Louisville Frt. Committee,

Mr. T. J. Hudson, Traffic Manager:

Dear Sir—In reply to yours of May 17th, 1902, in the above matter, with enclosures which I herewith return, I have to say that while I cannot say that the articles are unlawful, yet they appear to me to be open to criticism.

The first article provides for a conference in regard to 'divisions of through rates, statistics, classifications, rules, regulations,' etc. Under classification very serious changes are made in rates.

Any articles of association providing for a vote upon any question which may result in an unlawful agreement are at present dangerous. Although the parties reserve the right to individual action, if they actually agree by a vote then and there to do something which is in violation of the Sherman Act, the offense might be complete. The reservation of the right to depart from the agreement would not remove the objection to the fact that there was an agreement. If you take Article I above referred to, in connection with Article V, what I have said becomes apparent to you. I therefore suggest that Article V be amended to read as follows:

(Here the writer sets forth the proposed amendment to Article V).

For ready reference the letter gives copy of Article I,

also Article V and Article VI. Fraser asks the members of the Committee to please give this subject due consideration, and advise him of their conclusions, and be prepared to take action at meeting to be called at the Louisville Hotel, Louisville, Ky., June 25th, at ten o'clock, A. M., as provided for at meting May 28th (See Proceedings No. 14).

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 298."

Plaintiff offers in evidence Circular Letter No. B-22, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., June 2nd, 1902; File B-373; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-19, May 20th, 1902, in regard to proportional rates on sulphuric acid, Iola, Kansas, to Louisville, via East St. Louis; and notifying members Fraser is in receipt of Amendment No. 1 to Mo. Pacific Ry. Tariff No. I. S. 10004-A, effective June 3rd, 1902, correcting minimum weight.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 299."

Plaintiff offers in evidence Circular Letter No. B-21, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 31st, 1902; File B-377; addressed to members of the St. L. C. L. Freight Committee; indicating that at meeting of the 28th, a member stated that he had information that some of the roads were carrying asphaltum and tar paving cement, Jeffersonville to East St. Louis, at rate of 7 cents per 100 lbs., and suggested that the roll be called to ascertain if any of the lines were applying less rate than 11 cents on asphaltum or paving cement. In accordance with the above, roll was called, and all roads stated that they were demanding 11 cents per 100 lbs. on the commodities in ques-

tion; and it was recommended that the Chairman be instructed to make an investigation and report at next meeting. Fraser accordingly asks to be advised whether the commodities named have been transported, C. L., at less than 11 cents per 100 lbs.; and if so, if the rate of 11 cents would be adhered to on future shipments.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 300."

Plaintiff offers in evidence Circular Letter No. B-20, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 31st, 1902; File B-345; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-16, May 10th, with reference to proportional rate on turpentine from South Atlantic Ports, via Louisville, Ky., to East St. Louis, when destined to Colorado and Utah points. Letter advises members that as two-thirds of the members did not vote in favor of the proposition, Joint Proportional Tariff I. C. C. B-29 will not be amended. This is for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 301".

Plaintiff offers in evidence Circular Letter No. B-19, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 20th, 1902; File B-373; addresed to members of the St. L. C. L. Freight Committee; referring to meeting held April 17th, in regard to application for proportional rate on sulphuric acid, in tank cars, Iola, Kansas to Louisville. Advises that Fraser is in receipt of Missouri Pacific R. R. Tariff No. I S-10004, issued May 9th, effective May 14th, naming through rate of 22 cents per 100 lbs., on sulphuric acid, in tank cars, from Iola, Kansas, via East St. Louis, to Louisville, Ky. Also Division Sheet No. 1 to Tariff I.

S-10004 issued May 15th, effective May 15th, showing proportions, to East St. Louis 11½ cents, East St. Louis to Louisville 10½c, per 100 lbs.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 302."

Plaintiff offers in evidence Circular Letter No. B-18, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 15th, 1902; File B-328; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letters No. B-11, dated May 1st, and B-14, dated May 7th, regarding proportional rate on cotton seed oil, and advising members that, as two-thirds of the members did not vote in favor of the proposition to amend Joint Proportional Tariff I. C. C. B-29, the amendment would not be issued. This is given for the information of the members.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 303."

Plaintiff offers in evidence Circular Letter No. B-17, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 14th, 1902; File B-416; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from member, in regard to Official Classification giving present rating on wooden packing drums, C. L., minimum weight 10,000 lbs., and loaded in cars not exceeding 36 ft. in length, as third class, as against 4th class rating on barrels, etc. The object of the letter is to make application for the publication of commodity rates on empty packing drums, and member asks that matter be submitted to interested lines, and that he be advised as quickly as possible. Fraser asks for vote on the above proposition, and states that if two-thirds vote in favor, the amendment will be issued.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 304."

Plaintiff offers in evidence Circular Letter No. B-16, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 10th, 1902; File B-435; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of the following letter, May 9th, from G. F. A. B. & O. S. W. R. R.:

"In order to equalize through rates on turpentine from South Atlantic Ports to Colorado and Utah common points, via Louisville, with through rates that can be made via other gateways a proportional rate of 8 cents per 100 lbs. is necessary from Louisville to East St. Louis, present rate being 10 cents per 100 lbs., and we would ask that you kindly consider this as an application for authority to use proportional rate of 8 cents per 100 lbs. on this business.

"This rate is concurred in by the L. H. & St. L. and Southern Ry., but views of other lines have not as yet been obtained on the proposition.

"Will you kindly submit for vote, in the usual manner?"

Fraser then asks for vote on the above proposition, and states that if two-thirds vote in the affirmative, the amendment will be issued, naming rate on turpentine, C. L., in tanks or barrels, minimum weight in wood 30,000 lbs., in tanks, capacity of tank, 8 cents per 100 lbs., Louisville to East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 305."

Plaintiff offers in evidence Circular Letter No. B-15, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 9th, 1902; File B-376; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. 9, April 23rd, 1902, regarding rate on glass sand, East St. Louis to New Albany, Ind. Fraser announces receipt of Missouri Pacific Tariff No. I. S.-9,969, effective May 3rd, 1902, in connection with the Southern Ry. via

East St. Louis, naming rate on sand, minimum weight 33 tons, from Silica and Pacific, Mo., to New Albany, $1.10 per ton.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 306."

Plaintiff offers in evidence Circular Letter No. B-14, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 7th, 1902; File B-328; addressed to members of the St. L. C. L. Freight Committee; stating that members are requested to cancel Fraser's Circular Letter No. B-12, dated May 5th, 1902; also asking vote from members that have not already voted, on proposition to publish proportional rate of 5 cents per 100 lbs. on cotton seed oil, from Louisville to East St. Louis, as requested in Circular Letter No. B-11, dated May 1st.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 307."

Plaintiff offers in evidence Circular Letter No. B-13, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 6th, 1902; File B-434; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter advising of prospective movement of crushed granite from East St. Louis to Louisville, Ky., in very large quantities. The present rate is $1.75 per ton, and member feels that the traffic should not be more than authorized on chatts, $1.50 per ton; and therefore makes application for rate of $1.50 per ton, minimum marked capacity of car, but not less than 40,000 lbs., East St. Louis to Cincinnati and Louisville. Fraser asks for vote on above proposition; and if two-thirds vote is in affirmative, amendment to Joint Tariff No. B-28 will be issued.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 308."

Plaintiff offers in evidence Circular Letter No. B-12, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 5th, 1902; File B-328; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. 11, dated May 1st, regarding proportional rate on cotton seed oil, Louisville to East St. Louis; and notifying members that the Illinois Central R. R. has notified Fraser of correction of error in published rate on cotton seed oil, C. L., East St. Louis to Louisville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 309."

Plaintiff offers in evidence Circular Letter No. B-11, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., May 1st, 1902; File B-328; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from member to the effect that the Illinois Central publishes a rate on cotton seed oil of 5 cents from Louisville to East St. Louis, effective April 28th; and asks vote as to whether or not the Chairman shall correct his tariff to correspond. Fraser requests vote on above proposition, and states that if two-thirds of the members vote in the affirmative, amendment will be issued.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 310."

Plaintiff offers in evidence Circular Letter No. B-10, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 29th, 1902; File B-433; addressed to members of the St. L. C. L. Freight Committee; referring to Circular Letter No. B-8, April 22nd, as to application for carload rate on boots and shoes from Jeffersonville to East St. Louis; and stating that this is to advise that as two-thirds of the members did not vote in favor of the proposition, it is declared lost.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 311."

Plaintiff offers in evidence Circular Letter No. B-9, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 23rd, 1902; File B-676; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of letter from R. A. Campbell, A. G. F. A., in regard to rate adjustment on glass sand from East St. Louis to New Albany; referring to notice given of intention to put into effect a rate of $1.10 per ton, and stating that said notice should be cancelled. Chairman Fraser advises that notice referred to was omitted from the proceedings, on receipt of "phone" from A. G. F. A. Campbell.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 312."

Plaintiff offers in evidence Circular Letter No. B-7, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 18th, 1902; File B-431; addressed to members of St. L. C. L. Freight Committee; notifying members of resolution passed by Committee defining jurisdiction of the St. L. C. L. Freight Committee over traffic as to interior points south of the Ohio River, Kentucky, Tennessee or the Southeast, and East St. Louis or East St. Louis points, or traffic beyond through those points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern Lines having their own rails to the Mississippi River.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 313."

Plaintiff offers in evidence Circular Letter signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 11th, 1902; File B-304; addressed to members of the St. L. C. L. Freight Committee; requesting members to attend meeting of the Committee at the office of the Chairman, on April 17th, at 10:30 a. m., to consider and act upon changes in Articles of Organization, in accordance with letter from D.

T. McCabe, Freight Traffic Manager, in regard to the Articles of Organization of the St. Louis-Cincinnati-Louisville Freight Committee; comprising the B. & O. S. W., C. C. C. & St. L., C. H. & D., I. C., I. D. & W., L. E. & St. L. C. (now Southern Ry.), L. H. & St. L., P. C. C. & St. L., T. H. & I., and T. St. L. & K. C. (now T. St. L. & W.); which became effective as of December 28th, 1898; suggesting modifications in Articles of Organization, as set out; and asks that Committee be convened and the foregoing submitted for their consideration, as he feels that these amendments are necessary in order to enable the P. C. C. & St. L. Ry. to retain its membership in the Committee. The Chairman announces that it is also desirable that the Special Committee should be prepared to complete their report regarding Louisiana traffic, and make any other changes, so that the Articles of Organization may be printed complete.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 314," and consists of two pages.

Plaintiff offers in evidence Circular Letter No. B-6, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 8th, 1902; File B-383; addressed to members of the St. L. C. L. Freight Committee; notifying them that Fraser is in receipt of letter dated April 7th from a member, with reference to changing rate on sulphuric acid, tank cars, Iola, Kansas, to Louisville, Ky., and asking that the proposition be submitted to members of the St. L. C. L. Freight Committee, and wire vote secured as quickly as possible. Mr. Fraser's letter then states the existing tariff, and asks vote as to whether or not members of the Committee approve the through rate and divisions 19 cents, and stating that if two-thirds of the members vote in the affirmative, action will be taken accordingly.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 315."

Plaintiff offers in evidence Circular Letter No. B-5, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 8th, 1902; File B-390; addressed to members of the St. L. C. L. Freight Committee; referring to attached Special Notice, and asking for votes as to whether the members desire the rate published, stating that if two-thirds vote in favor of the proposition, Amendment to Joint Tariff No. B-28 will be issued accordingly.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 316."

Plaintiff offers in evidence Circular Letter No. B-4, signed "R. M. Fraser, Chairman;" addressed to members of the St. L. C. L. Freight Committee; dated St. Louis, Mo., April 7th, 1902; File B-423; stating that Mr. Fraser is in receipt of letter from member asking that rate on chatts, C. L., East St. Louis to Cincinnati, be made same as now exists from East St. Louis to Jeffersonville, New Albany and Louisville, that is, $1.50 per net ton; and asking for vote on same.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 317."

Plaintiff offers in evidence Circular Letter No. B-3, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 3rd, 1902; File B-305; addressed to members of the St. L. C. L. Freight Committee; attaching copy of St. Louis Eastbound Freight Committee Circular No. 3, April 3rd, File 4107, giving information as to rates on bulk salted meats and packing-house products, C. L. Missouri River to C. F. A. points; advising that members of the St. L. C. L. Freight Committee should attend this meeting, to see that rates via East St. Louis to Cincinnati and Louisville, etc., are made on a proper basis.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 318."

Plaintiff offers in evidence Circular Letter No. B-2, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 2nd, 1902; File B-314; addressed to members of the St. L. C. L. Freight Committee; referring to rate on whiskey, in wood. For the information of the members, Fraser gives copy of letter of March 31st, File 9007, from Chairman C. F. A., in answer to letter authorized at meeting of March 26th, as follows:

"I am in receipt of your letter of the 28th inst., your File B-314, on the subject of the rate on whiskey, in wood, any quantity.

"This matter received the attention of the Central Committee and is yet upon its docket for final recommendation. It was decreed impossible (during this year at any rate) to advance the rate on whisky, in carloads, on acount of arrangements that forced the 30 cent rate you mention in your letter. It was further considered by the Central Committee that earnest combined efforts by all the initial roads where this consolidation was going on, would evolve some plan by which the consolidation could be put a stop to."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 319."

Plaintiff offers in evidence Circular Letter No. B-1, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., April 1st, 1902; File B-419; addressed to members of the St. L. C. L. Freight Committee; enclosing copy of report from Special Committee, provided for in resolution on page 5, Proceedings No. 12, March 26th; also letter from G. F. A. L. & N. R. R. The Special Committee reports that they called upon Mr. D. M. Goodwyn, G. F. A. of the L. & N., on March 29th, giving that gentleman information as to the action taken at meeting referred to in regard to restoring rates on iron articles and steel articles, from Cincinnati and Newport and from New Albany, Louisville and

Jeffersonville, to East St. Louis, with the assurance that full published tariff rates would be carried by all other lines if the L. & N would take similar action. Letter is attached from Mr. Goodwyn, in which he agrees to maintain the old rate of 12 cents per 100 lbs., on iron and steel articles from Cincinnati and group to East St. Louis, on business to East St. Louis and beyond.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 320."

Plaintiff offers in evidence Circular Letter, marked "Important," signed "R .M. Fraser, Chairman;", dated St. Louis, March 31st, 1902; File B-322; addressed to members of the St. L. C. L. Freight Committee; stating that Fraser is in receipt of following telegram:

"Louisville, Ky., March 31, 02.

R. M. Fraser:

I understand a certain road out of Louisville has a contract on manufactured tobacco, Louisville to East St. Louis. To meet this condition we have decided to publish, effective on legal notice, 8 cents per 100 lbs., Louisville to East St. Louis. Will you please notify members of the Committee?

(Signed) L. J. Irwin."

Mr. Fraser states that this is sent to the members for their information.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 321."

Plaintiff offers in evidence Circular Letter signed "R. M. Fraser, Chairman;" dated St. Louis, Mo.; March 17th, 1902; File B-423; addressed to members of the St. L. C. L. Freight Committee, giving copy of letter from member, which explains itself.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 322."

Plaintiff offers in evidence Circular Letter Signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., March 13th, 1902; addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee; stating that he encloses copy of letter from Mr. C. E. Fulton, Sec'y. Chicago & Ohio River Committee, dated March 12th, 1902; addressed jointly to Mr. O. G. Fetter, Chairman of the Cincinnati Committee, and Mr. R. M. Fraser, Chairman of the St. L. C. L. Freight Committee; stating that at meeting of the Louisville Committee, March 11th, the following was adopted:

"Resolved: That it is the sense of this Committee that the only practical way in which the consolidation of L. C. L. shipments of whiskey, in wood, into carloads, can be prevented, will be the adoption of one class to apply, regardless of quantity;

Resolved, That this Committee recommend to the Central Freight Association of third class rate on whiskey, in wood, any quantity."

The letter then states that the matter has been submitted to the Chicago & Ohio River Committee for concurrence, so far as pertains to third class rates from Ohio River crossings to C. & O. R. Committee points; and asking that matter be submitted to St. L. C. L. Committee. And Fraser asks the members to please let him have their vote on the proposition to submit to Mr. Fulton.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 323."

Plaintiff offers in evidence Circular Letter, marked "Important," signed "R. M. Fraser, Chairman;" dated February 10th, 1902; File B-419; addressed to members of the St. L. C. L. Freight Committee; announcing receipt of the following letter:

"St. Louis, Mo., Feb. 8th, 1902.
C-C-27

Mr. R. M. Fraser, Chairman,
St. L. C. L. Frt. Committee,
St. Louis, Mo.

Dear Sir:—Please call a meeting of the St. L. C. L. Freight Committee in St. Louis on Tuesday, the 18th, inst., to check unauthoriezd rates, and enter into an agreement similar to that made in Chicago by the C. F. A., in regard to the maintenance of rates, publishing tariffs, etc.

Yours truly,
(Signed) Edward Hart, Jr., A. G. F. A. B. & O. S. W.
R. A. Campbell, A. G. F. A., Southern Ry.

In accordance with the above, all members are urgently requested to be present or authoritatively represented at meeting on February 18th, at 10 o'clock, A. M., sharp.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 324."

Plaintiff offers in evidence Circular Letter Signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., Feb. 5th, 1902; File B-322; addressed to members of the St. L. C. L. Frt. Committee; giving copy of letter from R. A. Campbell, A. G. F. A. Southern Ry., with reference to change in rates and weights on tobacco stems, and asking members if they will agree to the change suggested.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 325."

Plaintiff offers in evidence Circular Letter, signed "R. M. Fraser, Chairman;" dated St. Louis, Mo., July 25th, 1902; No. B-30; File B-354, addressed to members of the St. L. C. L. Freight Committee; quoting letter relating to changes of rate on mules from points in Missouri to local points on the L. & N. in Kentucky, and New Orleans, of 15 cents per 100

lbs., instead of present rate of 25 cents. And Fraser asks vote of the members of the St. L. C. L. Freight Committee on the question of proposed change.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 326."

At this point a recess was taken until 2:30 o'clock, P. M.

After recess on Tuesday, November 20th, the following proceedings were had:

Plaintiff offers in evidence record of special meeting St. Louis East-bound Freight Committee, held Jan. 3, 1900, signed R. M. Fraser, Chairman.

The proceedings of this meeting disclose consideration of rates on pig lead, spelter, etc., and from East St. Louis to Eastern points; that resolution concerning same, adopted 12-27-99, was submitted to the Central Freight Association, asking that vote be taken on the proposition; and that request from Chairman Tucker of the C. F. A., was received asking the St. L. Eastbound Freight Committee to further consider the matter. After due consideration of the subject generally it was resolved as follows:

"Resolved, That at a meeting of the St. Louis Eastbound Freight Committee to-day it was the unanimous opinion that rates on pig lead, spelter, etc., on basis of 20.8 cents East St. Louis to Boston; 18.9 cents to New York; 17 cents to Philadelphia, and 16 cents to Baltimore, be established as local rates from East St. Louis, with the understanding that the rates to Seaboard Basing Points be the minimum rates to interior points east of the western termini of the Trunk Lines. All agree the loss of revenue is unfortunate, but the conditions are the result of Chicago lines protecting unauthorized rates, and St. Louis lines feel this discrimination against East St. Louis cannot longer be tolerated."

Also following resolution in reference to rates on pig iron, billets, etc., East St. Louis to C. F. A. territory:

"Resolved: That the Chairman issue an amendment to Joint Tariff No. 108, restoring Joint Tariff No. 97, effective at the earliest possible date, it being understood that this is a temporary measure to provide for rates until such time as interested parties can check in proper rates, from East St. Louis and the Ohio River crossings."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 327."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held 1-11-1900; roads represented as follows: B. & O. S. W., E. Keane; C. & A., R. D. Yoakum; C. P. & St. L., C. W. Galligan; Big Four, W. D. Holliday; I. C., Geo. W. Becker; L. H. & St. L., W. C. Lindsay; L. E. & St. L. C., T. H. & I., G. L. Stevens; The Wabash R. R.; Toledo, St. L. & K. C., W. J. Scott; R. M. Fraser, Chairman.

The record of this meeting shows that they considered Switching Schedule No. 2, and after discussion it was resolved as follows:

"Resolved, That the roads members of this Committee be authorized to recognize the L. H. & St. L. Ry., L. & N. R. R., and M. & O. R. R. as competitors, with the privilege of equalizing their charge for switching at East St. Louis, and that the Chairman call a meeting of the East St. Louis Agents to check in Switching Schedule No. 2 on that basis."

The record also shows that this meeting considered rates on pig lead, ore, blister copper, etc., and after general discussion it was decided as follows:

"Resolved, That it is the sense of the St. Louis Eastbound Freight Committee that, as the reduced rates on

blister copper were established by the Missouri River Lines, through the Chicago gateway, the lines leading via East St. Louis simply followed. The Chairman write Mr. Tucker and say that if he can induce the roads via Chicago Junctions to withdraw the rate on blister copper, the roads leading to East St. Louis will, without a doubt, take similar action, and that the members of this Committee will so recommend and will also agree to its elimination from Information No. 297, Series A."

The record also shows the meeting considered rate on pig iron, billets, etc., East St. Louis to C. F. A. territory, and shows that the Chairman was instructed to ask Mr. Tucker, Chairman C. F. A., for through rates on commodities named:

Also that meeting considered proportional rate on sand, C. L., East St. Louis to Eastern points, and following resolution adopted:

"Resolved, That the Chairman write Mr. Tucker and explain that the sand forwarded from East St. Louis originates beyond, therefore must pay the cost of transportation and bridge toll to East St. Louis, and under these circumstances it is not possible for the traffic to stand a higher rate from East St. Louis than is charged from Ottawa."

The meeting also considered rates on packing-house products, including green hides, to Dayton, Ohio, and telegram was read from Chairman C. F. A., notifying St. L. Eastbound Freight Committee that Chicago lines made a rate from latter point to Dayton of 12 cents per 100 lbs. The following resolution was thereupon adopted:"

"Resolved, That the roads, members of this Committee, individually recommend that rate of 12 cents per 100 lbs. be authorized from East St. Louis, Ill., to Dayton, O., on packing-house products, C. L. (which includes green

hides), effective at once, and Chairman issue a Special Notice acordingly."

Records also shows meeting considered proportional rate of 41 cents per 100 lbs. on dressed beef, mutton and pork, C. L., East St. Louis to Syracuse, N. Y., and passed resolution as follows:

"Resolved, That the individual members of this Committee recommend to the C. F. A. that the proportional rate of 41 cents per 100 lbs., named in this Committee's Joint Tariff No. 71, Sept. 20, 1894, on dressed beef, mutton and pork, C. L., minimum weight as per Official Classification, from East St. Louis, Ill., on shipments originating on or west of the Missouri River, to Syracuse, N. Y., be continued in effect, that rate being necessary to equalize against the Chicago gateway on like traffic."

The record also shows that meeting considered rules covering shipments of horses and mules to points in the Virginias; and also rates on dried fruit from Pacific Coast points, via East St. Louis and Eastern cities, to European ports; and also commodity rates in effect from East St. Louis to C. F. A. territory on and after Jan. 1, 1900; also traffic via Brooklyn and East St. Louis to Eastern cities; and rates on brick from East St. Louis to Bay City and Saginaw, Michigan, and passed resolutions fixing the same.

Also rates on broom corn, East St. Louis to eastern cities. Also proportional rate on rags and paper stock, C. L., East St. Louis to Allegan, Michigan, and fixing same by resolution. Also considered proportional rate on lumber C. L., East St. Louis to Attica, Ind., and authorized rate by resolution. Also rates on lumber, C. L., Pacific Coast points to C. F. A. territory; and notified Mr. Tucker that the St. Louis Eastbound Freight Committee was not interested in checking those rates with the Chicago & Peoria Committee.

Also considered rates on rags and waste or scrap paper, pressed in bales, C. L., East St. Louis to Trunk Line territory; and recommended by resolution that rates be authorized on commodities named as per Official Classification, from East St. Louis to Trunk Line territory, on basis of 25 cents, Chicago to New York.

Also considered establishing basing sheet for rates on pig iron, billets, etc. Also considered rates on granite, rough quarried, originating at points in the State of Missouri; and by resolution, instructed Chairman to re-issue Special Notice No. 916, naming rates on this traffic from East St. Louis, Ill., to Boston 28, New York 26, Philadelphia 24, Baltimore 23, and Western Termini points 17½ cents per 100 lbs.

Also considered rates on green hides, C. L., to Indianapolis, Ind., and by resolution agreed that the rate on same be 12 cents per 100 lbs.

Also considered letters from shippers regarding Official Classification No. 20, effective Jan. 1, 1900, and referred same to Mr. C. E. Gill, Chairman Official Classification Committee, for consideration at meeting of that committee Jan. 22nd.

Including pages 1 to 6.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 328."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee, held Jan. 31, and Feb. 1, 1900.

Meeting considered Switching Schedule No. 2, and by resolution authorized that the figures checked in at meeting Jan. 26th be referred back to the Freight Committee; and by resolution Chairman was instructed to issue Switching Schedule No. 2, showing the amount it will cost each road to or from industries.

Meeting also considered rates on packing-house products to Dayton, Ohio, and green hides to Indianapolis, Ind.; rate on green salted hides East St. Louis to Zanesville, Ohio.

Chairman submitted letter from member recommending rate of 17 cents per 100 lbs. on this traffic to Zanesville, for the reason that the rate on this was 12 cents to Dayton; and following resolution was passed:

"Resolved, That we recommend to the C. F. A. to establish a 17 cent rate on green salted hides C. L., East St. Louis to Zanesville, Ohio; Marietta, Ohio, and Columbus, Ohio."

Also contained record of election of Executive Committee; and also consideration of rates on brick, clay, etc., from East St. Louis to points in C. F. A. territory. Letter was submitted from one of the members, regarding this traffic, stating that rates published in this Committee's joint tariff No. 111 was in some instances out of line by their route; and the following resolution was passed:

"Resolved, That the Chairman call a meeting of Rate Clerks to check in rates on brick, clay, etc. C. L. published in this Committee's joint tariff No. 111, and that if any omission or inaccuracies are discovered they be reported to the C. F. A. asking for necessary relief."

Meeting also considered rates on cement and cement plaster C. L. East St. Louis to points in C. F. A. territory; and letter was read from Chairman Tucker of the C. F. A. regarding rates on that commodity (see circular letter 126, file 3309). After general discussion it was stated it would not be practical to advance proportional rates on cement plaster C. L., named in this Committee's special notice No. 931, and the following resolution was passed:

"Resolved, That the proportional rates on cement named in special notice No. 931 be cancelled, and rates on this

traffic from East St. Louis be issued in line with C. F. A. information No. 1986. The proportional rates on cement plaster in said special notice to be re-issued and continued in effect for reasons stated above, Chairman Tucker to be advised acordingly.

Meeting also considered rates on dressed meats C. L. East St. Louis to points in C. F. A. territory. Letter was read from Mr. Tucker in which he embodied letter from Chicago Freight Committee, stating that Chicago Committee had decided to advance their rates on dressed meats C. L. from Chicago to Detroit, Grand Rapids and Muskegon, Michigan; Findlay, Fostoria, Lima and Toledo, Ohio, 2½ cents; Muncie, Indiana, 2 cents; Saundusky, Ohio, 1 cent, and Tiffin Ohio, 2 cents per hundred pounds; requesting that like advance be made from East St. Louis to same points.

Resolution was adopted that the Chairman endeavor to ascertain the correct or agreed basis upon which rates on this traffic should be made to be in line with Chicago, the information to be submitted to the Rate Clerks at their first meeting in order that they may check in the rates from East St. Louis to all C. F. A. points; the result of their action to be submitted to the C. F. A. as a recommendation from this Committee, provided changes are needed in the present authorized rates.

Meeting also considered basis for Eastbound rates to Eastern cities, and a resolution was passed, instructing the Chairman to cancel and re-issue also Special Notices from East St. Louis to trunk line territory now in effect, correcting them to basis as now established in C. F. A. Information No. 298, series A, and that this basis govern on future issues.

Meeting also considered rates in reference to furnishing foreign roads with tariffs and Special Notices issued by this Committee. Also rates on grain and grain products C. L.

East St. Louis to points in C. F. A. territory. Correspondence was submitted from Chairman Tucker, relative to checking rates on grain and grain products to various points in C. F. A. territory, on basis named in this Committee's Special Notice No. 928, C. F. A. Information No. 1914. Chairman was instructed by resolution to call a meeting of the Rate Clerks to check in rates on grain and grain products, C. L. from East St. Louis to points in C. F. A. territory on basis authorized in this Committee's Special Notice No. 928 and C. F. A. Information No. 1914.

Meeting also considered American Cotton Company's insurance contract, and Chairman called attention to proceedings December 27th, and circular letter December 28, 1899, regarding American Cotton Company's cotton, stating that he had received a letter dated January 9th, from H. G. Krake, T. M. American Cotton Company, advising that all the cotton for which bill of lading had been issued, and for which policies had been placed in his possession had gone forward, and requesting return of the policies. The Chairman informed the members that all policies had been returned to the American Cotton Company and arrangement ended so far as the Committee is concerned.

Meeting also considered rates on broom corn, East St. Louis to Eastern cities; also rates on peaches C. L. from Texas points via East St. Louis to Eastern cities, and recommendation was forwarded to the C. F. A. for vote, same being declined (see C. F. A. advice letter E-642, January 18, 1900).

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 329."

Plaintiff offers in evidence record of meeting of Rate Clerks, held in the office of the Chairman of the St. Louis Eastbound Freight Committee, February 6, 1900. Said meeting recommended to the St. Louis Eastbound Freight

Committee that said Committee authorize a meeting of Rate Clerks to compile a general minimum basing sheet to be used in all future checks of such commodity rates as may be proposed.

As per instructions of the Freight Committee, at meeting held January 31st, 1900, the following rates were checked in from East St. Louis to C. F. A. territory; giving list of commodities.

The record also contains resolution recommending to the C. F. A. that they authorize rates on commodities named, and attaches list of articles. They also recommended by the following resolution rates on grain and grain products, C. L., East St. Louis to C. F. A. Territory.

"Resolved, that the roads, members of this Commitee, individually recommend to the C. F. A. that they authorize rates on grain and grain products C. L. minimum weight as per Official Classification, from East St. Louis, Illinois to points named, at the following rates" (following is schedule giving names of points and rates fixed).

Also recommending by resolution rates on pig-iron C. L. E. St. Louis to C. F. S. territory. Then follows list of points together with rates named.

Above Exhibit consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 330."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee held February 13, 1900. Meeting considered rates to the Virginias, and instructed Chairman to call attention of the various roads to the fact that certain class and commodity rates are in effect from E. St. Louis to the Virginias, that are less than the authorized rates to Baltimore, and ask if they are willing to withdraw these rates and maintain the authorized Baltimore rates as minimum from E. St. Louis to Virginia cities.

Meeting also considered rates from Memphis via St. L.

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I. M. & So. Ry. to C. F. A. territory; and the Chairman submitted figures he had been instructed to secure, and after same were considered it was resolved that the Chairman be instructed to answer Mr. Lincoln's letter advising him that so far as he has been able to ascertain there are no published through rates in effect from Memphis to C. F. A. points, except on lumber, and that the through rates are made up on the lowest combination through the Ohio River crossings, the through rates thus obtained are pro-rated via other crossings on percentages established by the individual lines, it being understood that the percentages will not apply on lumber.

Meeting also considered rates on certain classes of ores, and by resolution declared that the individual roads members of this Committee recommend to the C. F. A. that they authorize proportional rates from E. St. Louis to western termini points.

Meeting also considered establishing minimum basing sheet for compiling commodity rates from E. St. Louis to C. F. A. territory; and considered the recommendation of the Rate Clerks to the Eastbound Freight Committee, and by resolution instructed the Chairman to call a meeting of the Rate Clerks for the purpose of compiling a minimum basing sheet from E. St. Louis to various points in C. F. A. territory, same to be used in all future check of commodity rates that are proposed from E. St. Louis to said territory.

Meeting also considered proportional rates on sand C. L. E. St. Louis to Byesville, Marietta, Ohio, etc., also considered pre-payment on fruit and vegetables from Southern points. Also rates on green hides, E. St. Louis to Zanesville, Ohio, and recommended rate on said commodity of 12 cents to Dayton.

Meeting also considered matter of advancing rates on barytes C. L. E. St. Louis to Western termini points and trunk line territory; and by resolution declared it to be the understanding of the St. Louis lines that if there has been

an advance from Virginia points, the rates in effect from that territory heretofore have been on a lower basis than from E. St. Louis, and that the E. St. Louis lines feel that the advance in rates from Virginia territory simply puts them in line, and no advance should be made from E. St. Louis on this traffic.

Meeting also considered the jurisdiction of this Committee on traffic from Belleville to Louisville, Ky., the matter being brought up by letter submitted from member relative to rates from Belleville to Louisville, and the Chairman was instructed to answer, to the effect that the Committee has no jurisdiction over Belleville to Louisville rates.

Meeting also considered rates on enamelling plate and steel bolsters C. L. E. St. Louis to trunk line territory. Also considered the matter of rates on broom corn C. L., western point to eastern cities; and recommended to C. F. A. that they authorize proportional rate of 70 cents per hundred pounds on commodity named from E. St. Louis to New York, usual difference to other eastern points, to apply on shipments from west of the Missouri River only.

Meeting also considered rates on spelter C. L. East St. Louis to New York, Philadelphia and Baltimore. The matter of the rate in effect on said commodity through Illinois being considered, there was a resolution adopted, declaring that if the lines from points in Illinois named have established rates on spelter C. L. to New York, and other eastern points, on basis of 17 cents, Chicago to New York, that the roads members of this Committee recommend to the C. F. A that the same relative basis be established from E. St. Louis on this traffic, that is, 19½ cents to New York; 17½ to Philadelphia; and 16½ cents to Baltimore. This, however, not to change present rates to western termini points.

Above Exhibit consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 331."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee, held March 2, 1900.

The following resolution was adopted:

"Resolved, that the roads members of this Committee, individually recommend to the C. F. A. that Information No. 1878, December 5th, 1899, be amended so as to provide for the E. St. Louis Lines pro-rating the Cairo proportional rates on lumber via E. St. Louis to the western termini of the trunk lines, this in line with authorities named above."

Then there are a number of resolutions that various subjects be laid over until some future meeting.

Above Exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 332."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee, held March 2, 1900.

Meeting considered classification of earth paint, and the following resolution was adopted:

"Resolved, that the Chairman endeavor to ascertain as to the competitive points from which this commodity was shipped, rates charged, etc., with the view of having irregularities, if any, remedied through proper channels.

Meeting also considered equalizing rates on bulk meats C. L. from Missouri River points via E. St. Louis, as against Chicago gate-way, and it was

"Resolved, that the roads individually recommend that the Chairman issue Special Notice naming the arbitraries east of E. St. Louis on this traffic, necessary to equalize with the Chicago gate-way, effective on legal notice."

The meeting considered application for commodity rate on asphaltum (from Indian Territory) E. St. Louis to eastern cities, and it was resolved that the request for reduction in asphalt rates be declined.

A letter from Chairman Tucker was read, regarding rates on cement plaster, and it was resolved that the Chairman write Mr. Tucker, reiterating what has been said before, and say that we have again gone over the matter thoroughly, and that we do not see how we can make any change in the present basis of rates on this Indian Territory and Texas cement plaster.

Meeting considered rates on tents, C. L., E St. Louis to Detroit and return, and it was resolved that the Chairman answer the applicant (that is, a member) that no concession can be made in the tariff rate.

Above Exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 333."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee held April 18, 1900, at which meeting was considered rates on lead ore C. L. East St. Louis to trunk line territory, and the following resolution was adopted:

"Whereas, the rates on pig lead and spelter C. L. to trunk line territory is authorized on basis of 17½ cents per hundred pounds, Chicago to New York, be it therefore

Resolved, that the roads, members of this Commttee, individually recommend to the C. F. A. that they authorize rates on lead ore C. L. from E. St. Louis to points east of the western termini of the trunk lines on basis of 17½ cents per hundred pounds, Chicago to New York, usual differences to other eastern points, effective on legal notice."

Percentage divisions with Illinois Terminal Railroad were considered, and it was

"Resolved, that it is the sense of this Committee that the lines connecting with the Illinois Terminal Railroad at Edwardsville Crossing and Edwardsville Junction, be authorized to apply the same divisions on traffic to trunk lines

western termini points and C. F. A. territories, as provided for in Special Notice No. 446."

Meeting also considered rates on dressed meats C. L. from East St. Louis to Chillicothe and Columbus, Ohio. Letters from the C. F. A. and the Chicago Freight Committe were submitted, requesting that the rate on dressed meats C. L. from E. St. Louis to Chillicothe and Columbus, Ohio, be advanced from 25 to 27 cents per hundred pounds, and it was

"Resolved, that the roads members of this committee individually recommend to the C. F. A. that they authorize a rate of 27 cents per hundred pounds on dressed meats C. L. minimum weight 20,000 pounds, from E. St. Louis, Ill. to Chillicothe and Columbus, Ohio, effective on legal notice, and that Information No. 2059, amendment No. 3 to Information No. 1860, be corrected accordingly."

Meeting considered request of M. K. & T. Ry. for a reduction in rate on lumber from E. St. Louis. The Chairman submitted a letter on this subject, and it was the opinion of all members that with the information given they could not recommend any changes in the present rates on this traffic, and that the Chairman answer the letter accordingly.

Meeting considered application for change in the classification of earth paint, and it was

"Resolved that in view of rates on earth paints from other points being made on the authorized class basis, same as from E. St. Louis, this Committee cannot consistently recommend any reduction from E. St. Louis, and the Chairman advised the applicant accordingly."

Meeting considered rate on lumber C. L. from Pacific Coast points, via E. St. Louis to points in C. F. A. territory. Correspondence was submitted, and after a general discussion it was

"Resolved, that it is the sense of this Committee that their tariff showing rates on lumber from E. St. Louis be amended if necessary so that it will be understood that the proper rates to apply on lumber and articles taking lumber rates, originating at Pacific Coast points, be the sixth class rate from East St. Louis.

Above Exhibit ,consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 334."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee held May 3, 1900, meeting considered rates on lumber from E. St. Louis when from points on the St. L. I. M. & So. Ry. to points in C. F. A. territory. The Chairman submitted a letter from the C. F. A. Missouri Pacific Railway, in which request was made that East St. Louis lines reduce their rate on lumber from Arkansas etc., via St. L. I. M. & So. Ry. from East St. Louis 3 cents per hundred pounds, less than the authorized rates from Cairo; and it was

"Resolved, that it is the sense of the roads members of the St. Louis Eastbound Freight Committee that the rates on lumber from Cairo to East St. Louis to C. F. A. territory, under the present adjustment, are equitable, and no change can be made therein, and the Chairman reply accordingly."

Above Exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 335."

Plaintiff offers in evidence record of Special meeting of the St. Louis Eastbound Freight Committee held at the general freight office of the Big Four Railroad May 13, 1900. As all of the members were not present, it was resolved that the Chairman confer with the Traffic Officers of the roads not represented, with the view to arranging for a conference meeting to consider the rate situation, and to

take such action as the circumstances warrant, to secure maintenance of established rates. The next meeting to be on May 18th at 2:30 p. m., at the general freight office of the Big Four Railroad, and thereafter until changed on Tuesday and Friday of each week.

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 336."

Plaintiff offers in evidence record of special meeting of St. Louis Eastbound Freight Committee, held at the General Freight office of the Big Four Railway, Friday, May 18, 1900.

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 337."

Plaintiff offered in evidence record of special meeting of St. Louis Eastbound Freight Committee held May 22, 1900, at which the roads were all represented. After a general discussion as to the conditions of affairs, it was suggested that each representative state his views on the subject of adhering strictly to the tariff rates on domestic traffic, both all rail, and rail, lake and rail, also the inland traffic rates on export shipments; the result being that each member individually announced that nothing less than tariff rates would be quoted or accepted from this date. If, however, conditions beyond their control necessitated a change, due notice would be given.

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 338."

Plaintiff offers in evidence record of special meeting of St. Louis Eastbound Freight Committee, held May 25, 1900, An expression of opinion of each representative as to the rate situation was called for, and in connection therewith the members individually announced that tariff rates would be adhered to by them, not only on traffic originating

at St. Louis or East St. Louis, but when from Missouri River, etc., so far as they were able to control it.

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 339."

Plaintiff offers in evidence record of special meeting St. Louis Eastbound Freight Committee, held May 29, 1900. Each representative was asked for his opinion as to the rate situation from St. Louis and Missouri River, domestic and export. All parties did not agree that tariff rates were being maintained, or that the Misssouri rates could be controlled by this Committee, but no definite action was taken.

Attention was called to statement in the Globe-Democrat of May 29, regarding vegetable and fruit traffic, as follows:

"The fact that the railroads have permitted through rates to prevail just the same as though the cars were shipped direct from the loading station has facilitated matters to such an extent that the southerner has begun to see the importance of the improvement."

Also as to the rates or divisions that were being accepted from East St. Louis on fruit. It was understood that the three subjects mentioned will be considered at the regular meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 340."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee held June 5, 1900. The meeting considered rates on lumber from the Pacific Coast, East St. Louis to C. F. A. territory, and it was resolved that the Chairman be instructed to issue an amendment to joint tariff No. 110, rates on lumber, from East St. Louis to C. F. A. points, in line with C. F. A. Information No. 2265, May 23, 1900, effective on legal notice.

Above Exhibit, consisting of four pages, is marked Plaintiff's Exhibit Fraser No. 341."

Plaintiff offers in evidence record of Special meeting of St. Louis Eastbound Freight Committee held June 19, 1900, at which the following resolution was passed:

"Resolved, that we each hereby agree for the line we represent, to absolutely maintain all authorized, published tariff rates, on all freight originating at East St. Louis or St. Louis, and all business delivered to us by connecting lines at St. Louis or East St. Louis, originating beyond. This is to apply on all export and domestic traffic, as well as business to C. F. A. territory.

Further, it is understood, that all representatives of initial lines voting for this resolution must absolutely control the fast freight line agents operating over their roads; not permitting any fast freight line manager or agent to deviate from this agreement as to rates."

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 342."

Plaintiff offers in evidence proceedings of special meeting of St. Louis Eastbound Freight Committee held June 22, 1900, at which the following resolution was adopted, unanimously:

"Whereas, the M. K. & T. and St. L. & S. F. Railway, are handling lumber shipments from points in Louisiana and Texas to western termini points and trunk line territory; and, whereas, these lumber shipments originate at points in Louisiana and Texas from which through rates are established by the St. L. I. M. & So., M. & O., and St. L. S. W. Railroads, based on certain proportional rates from East St. Louis; and Whereas, both the M. K. & T. and the St. L. & S. F. must accept the business at the established through rates, and in consequence they should be given the same proportional rates from East St. Louis as are now given to the roads having direct rails and who fix the

through rates; therefore, be it Resolved, that the individual roads members of this Committee recommend to the C. F. A. that the lines leading easterly from East St. Louis, Illinois and their connections, be authorized to protect the same proportional rates from East St. Louis on lumber, and articles taking lumber rates, when received from M. K. & T. Railway, and the St. L. & S. F. Railway at East St. Louis, and destined to the western termini of the trunk lines or points east thereof, as are applicable on like traffic from the same points of origin to the same destinations, when reaching East St. Louis via St. L. I. M. & So., St. L. S. W., M. & O. or Illinois Central Railroads."

Above Exhibit is marked "Plaintiff's Exhibit Fraser No. 343."

Plaintiff offers in evidence record of special meeting of St. Louis Eastbound Freight Committee held June 22, 1900.

Each representative was asked for his opinion as to the rate situation from St. Louis on traffic to C. F. A. and trunk line territory, both domestic and export. After a very general interchange of views as to the actual condition of affairs, it was the opinion of the members that the rate situation was very much improved, in fact was quite satisfactory, and the condition of affairs would no doubt be still further improved on the completion of certain contract which would probably be out of the way by the end of this month.

Above Exhibit was marked "Plaintiff's Exhibit Fraser No. 344."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee held June 26, 1900. The subject of rates on cotton and the action necessary to maintain the tariff for the coming season was fully discussed. Messrs. Coyle, Scott and Keane were

appointed a Committee to prepare a resolution, etc., for consideration at the next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 345.".

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee held June 29th, 1900.

This meeting considered allowance to the Illinois Terminal and other short mileage roads on traffic to and from points in C. F. A. territory. It was

"Resolved: That Chairman Tucker be advised that this subject has been reconsidered and it is the unanimous desire of this Committee that the resolution adopted at meeting of April 18th and submitted to him in letter of April 20th, be submitted by letter vote to the members of the C. F. A., as the St. Louis Eastbound Freight Committee consider that they are unable to accomplish the result suggested in Mr. Tucker's letter of June 16th, to establish a per car basis in lieu of the authority contained in Special Notice No. 446, but that the members of the St. Louis Eastbound Freight Committee are willing to co-operate in the general movement to put all similar roads in Illinois and C. F. A. territory on a per car basis, but until this action is taken and a general revision made throughout the territory, the percents should be established as asked for."

Meeting considered application to establish same divisions on cotton from Natchez, Miss., via St. L. I. M. & So. Ry. and East St. Louis as at present in effect from Helena, Ark. It was.

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize effective on legal notice, the same divisions on cotton forwarded from Natchez, Miss., via St. L. I. M. & So. Ry., East St. Louis and Cairo as are at present in effect on ship-

ments from Helena, Ark., as per C. F. A. Information No. 312, Series A, page 6, rule No. 7."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 346."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 29th, 1900. The general situation was regarded as satisfactory and improving in line with statements made at previous meetings. Inquiry was made regarding the rate named by the C. & A. on very recent shipments of cotton, and A. G. F. A. Yoakum said he would investigate and report at next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 347."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office Big Four Ry., July 10th, 1900.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 348."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 13th, 1900.

Above exhibit, consisting of four pages is marked "Plaintiff's Exhibit Fraser No. 349."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the Chairman's office, on July 13th, 1900. The statements made by each member indicated an improved condition of affairs generally. There were, however, rumors of rate cutting, most of which appeared to start with shippers for a purpose and without any foundation. The reports regarding cotton rates were not very satisfactory, and the Sec-

retary was instructed to make inquiry from members not present and report the result to the Chairman of the Executive Committee, and to this Committee at the next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 350."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 17th, 1900. Statements were made by members regarding reports or rumors of irregularities, in nearly all instances on export traffic. The charges made were, however, denied, or explained as being old engagements or bookings, and not current business. The Secretary reported result of conference with members not present at the last meeting. The charges made regarding non-maintenance of rates on cotton since agreement of June 19th, were denied. One member stated that in consequence of room having been engaged on steamer for some cotton which shipper failed to furnish, the road was obliged to make new contract at same figure to fill the space engaged on the ship.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 351."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 20th, 1900. Each member reported rumors and indications of tariff rates not being maintained on flour, lumber, oleo, lard, etc., for export and to Trunk Line and C. F. A. points. No direct or specific charges were made against any member, and no one admitted knowledge of irregularities by their line. On the contrary, all claimed to be adhering strictly to the tariff.

The Secretary reported having conferred with the Chairman of the Executive Committee, on the 18th inst., in re-

gard to reported non-maintenance of rates on cotton. The charges, however, were denied by said parties, except as explained by the L. E. & St. L. C. representative on the 17th inst. The subject was fully discussed with the T. St. L. & K. C. representatives, who insisted that the inland tariff rates were charged, about which there appeared to be serious doubts. The impression prevailed that the general situation was improving, regardles of many reports of irregularities, many of which came from shippers who evidently had some object in stating what other lines were doing.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 352."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 24th, 1900. There being no quorum present, the meeting simply adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 353."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 27th, 1900. Each member reported as to his views on the situation. One or more of the members were quite positive that the tariff rates were not being adhered to; on the contrary, were badly demoralized, but more particularly on export traffic. Other members maintained that although there were some indications of irregularities, the conditions generally were improved.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 354."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 27th, 1900.

The meeting considered rates on asphalt, East St. Louis to Detroit, Michigan, and the following resolution was adopted:

"Resolved: That as the action of the Clover Leaf is in defiance and contempt of the rules of this Association, that they be again requested to correct their billing on the shipment to the proper rate."

Meeting also considered rates on grain and grain products C. L., East St. Louis to C. F. A. territory, and it was

"Resolved: That the Chairman write Mr. Tucker and tell him it is important that we should know at once whether the unauthorized rates from Upper Mississippi River Crossings will be withdrawn; if not, to call a meeting of the Rate Clerks to check in rates from East St. Louis in line with rates referred to."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 355."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 31st, 1900. Each member gave his views as to the condition of rates, which were about in line with reports at meeting on the 27th inst., not very satisfactory.

The Secretary read a letter of the 28th inst. from Chairman Tucker regarding lignite and wire 30th reporting that the Wabash had issued tariff, effective August 3rd. The Secretary was instructed to write Chairman C. F. A., and A. G. F. A. Wabash, for information.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 356."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 3rd, 1900. The members expressed their opinions as to

conditions of rates, which showed the general impression or report was that the tariff rates were not being maintained, particularly on export traffic. Irregularities mentioned were on flour, lumber, beer, provisions, lard and oleo. No definite action was proposed or taken to remedy matters.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 357."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 7th, 1900.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 358."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 10th, 1900. All members present gave their opinion as to the rate situation. Some irregularities were claimed, but not admitted or proven. The general opinion, however, was that rates were much better maintained than as indicated at the last meeting, 3rd inst.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 359."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held on Tuesday, August 14th, 1900.

The meeting considered rates on grain and grain products, C. L., East St. Louis to C. F. A. territory. The Chairman reported that he had called a meeting of Rate Clerks, in accordance with instructions, for August 8th, to check in rates against the published rates from Upper Mississippi River Crossings, and it was found impracticable to line up from East St. Louis against these rates, on account of a number of points being published on the wrong basis;

and therefore the meeting resolved that they would request their Chairman, Mr. Fraser, to arrange, through Mr. Tucker of the C. F. A., for a joint conference, for the purpose of checking a uniform basis of rates to be applied both from East St. Louis and Upper Mississippi River Crossings to C. F. A. territory.

The Committee also passed a resolution approving the action of the Rate Clerks, on August 8th, and recommending same to Chairman Tucker of the C. F. A.

The Chairman also submitted letter in regard to rate on iron paper cores, East St. Louis to points in Maine by the C. & A. road, and a resolution was passed asking the C. & A. to withdraw the tariff on account of the irregularity of its issue.

The meeting also considered minimum weight and number of light weight range horses and mules per carload, and recommended the C. F. A. rate on same from points named to destination.

Meeting also considered through rates and divisions on yellow pine lumber authorized in C. F. A. Information No. 76, and passed resolution to decline request made to change the rate.

Meeting also considered the rates on fertilizer, C. L., East St. Louis to C. F. A. territory, and by resolution decided that the roads, members of this Association, could not consistently recommend any reduction from East St. Louis.

Meeting also considered application for commodity rate on barytes, C. L., East St. Louis to Toronto, Canada, and declined to make any reduction in rates on said traffic.

Meeting also considered the subject of the request submitted to the C. B. & Q. R. R. to become a member of this Committee, and the Chairman submitted a letter from Mr. Miller, G. F. A. of said road, copy of which is set out in the record, declining to become a member, and stating that the reason was "that the rates that we publish from St. Louis

are to Trunk Line points only, including Western Termini. We do not carry any rates from St. Louis to C. F. A. territory."

Meeting also considered switching charges from industries in St. Louis located on the St. L. K. & N. W. R. R. (Burlington Route), and the Chairman was instructed to again take up this matter with the C. B. & Q. officials, with a view to having them add their St. Louis switching charge to the East St. Louis rate, plus the bridge charge, on traffic handled by the C. B. & Q. from industries located at St. Louis and vicinity on the Burlington tracks, and destined to Western Termini and Trunk Line terrritory points.

Meeting also considered rate on grape sugar, C. L., East St. Louis to Trunk Line territory, and recommended to the C. F. A. that their tariff on the same should be amended to include grape sugar factory located at St. Louis, and known as the S. N. Long Syrup Company.

Meeting also considered application for reduction in rate on enameled brick, C. L., East St. Louis to Trunk Line territory; and the Chairman was instructed to take the matter up with the interested parties, showing them the correspondence, and have them outline an argument for resubmitting the matter to C. F. A., and report at next meeting.

Meeting also considered allowance to Illinois Terminal and other short mileage roads on traffic to and from points in the C. F. A. territory. The Chairman stated that, in pursuance of action taken at meeting of the 27th ult., he secured the affirmative vote of the C. & A.; and also stated that he had written Chairman Tucker regarding the matter and received reply requesting that the St. Louis Eastbound Freight Committee should make recommendation in relation to this "per car" basis, as to what rate shall apply within a radius of 75 miles. A resolution was passed, as follows:

"Resolved: That it is the sense of this Committee that

the lines covered by Circular No. 446, as described in the first group, embrace within a radius of 75 miles, be placed upon a per car basis, in lieu of the percentages as established by that authority, the figure for the per car basis to be $2.50 per car."

The record then gives the result of vote by roll-call.

Meeting also considered rates on Exhibits for the St. Louis Exposition, Season of 1900. Also considered information submitted by the Chairman regarding rates, weights, etc., on shipments forwarded by one road desired by another, and passed a resolution that if a member makes an inquiry of the Chairman regarding an alleged irregularity, evidence of which the Chairman has in his office, he, the Chairman, shall at once take the subject up with the representative of the line complained of. After having done so he is authorized to advise the inquiring member the result of his investigation, furnishing each member of the Committee with a copy of the inquiry and reply.

Meeting also considered division of rates on traffic from Cairo via East St. Louis to Western Termini and Trunk Line territory points. The Chairman was instructed to renew his efforts and get a complete answer from all members; the subject to be further considered at next meeting.

Meeting also considered rates on pig lead, C. L., from East St. Louis to points on Trunk Line territory. Also considered rate on enameling or black plate and steel bolsters to Trunk Line territory. The Chairman submitted letter from the Chairman of the C. F. A. relative to contract by some members for transportation of this product, and Chairman Fraser stated that he had made inquiries of roads who reported having contracts, but had not yet received the information asked for. The Chairman was instructed to inquire further of the members that had these contracts for carrying the above commodities.

The above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 360."

At this point, the taking of further testimony was adjourned until tomorrow, Wednesday, November 21st, then to be resumed, at the same place, at 2:30 o'clock, p. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 21st, 1906.

Met, pursuant to adjournment as above, on Wednesday afternoon, November 21st, at half past two o'clock, at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present, parties as before.

The following proceedings were had:

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 14th, 1900. Only the regular meeting docket was considered, and meeting adjourned on account of lack of attendance.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 361."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 17th, 1900. Several members were absent, and those present discussed grain and grain product rates in connection with the issue by the Wabash R. R. of tariff from Kansas City to Toledo, Ohio, of 12 cents per 100 lbs., reported on C. F. A. Information I. C. C. No. 112, mentioned on the call for meeting, but no formal action was taken. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 362."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 21st, 1900. All members present expressed their opinion that the rate situation on both domestic and foreign traffic was not satisfactory. No direct charges were made of violation, and no action taken for the future.

The Secretary submitted correspondence requesting reduction in rates on earth paint, C. L., East St. Louis to C. F. A. and Trunk Line territory. Resolution was adopted recommending that C. F. A. authorize 6th class basis, now in use from East St. Louis, said to be on Trunk Line Association authority No. A-222.

The Secretary also submitted a letter from G. F. A. Wann, regarding rate on iron paper cores, C. L., and his answer thereto.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 363."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 24th, 1900. The members reported condition of affairs about the same as at meeting of 21st inst., except that contracts were reported as being made on cotton less than tariff.

The record shows that, as this was the opening of the cotton season, it was deemed advisable that prompt action be taken to prevent demoralization on the season business. The Secretary read correspondence regarding corn to Norfolk, Va., via the Henderson Route, as per Circular Letter of the 24th, File 4032. Also letter from R. A. Campbell, G. F. A., regarding Wheat to Newport News, File 4032. Meeting then adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 364."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 28th, 1900. Members reported rumors of irregularities in rates, both to C. F. A. points and beyond, particularly on flour. Discussion was principally on the subject of cotton rates, it being claimed by interested lines that if less than tariff was offered they were not aware of it, and would not participate. This was not satisfactory to all members, in view of the agreement of June 19th, which was presumably still in effect; but there was no definite action taken.

The Secretary submitted letter of the 27th inst., File F-450, from Chairman Tucker of the C. F. A., as to number of horses in C. L.; and it was decided not to change the resolution adopted at meeting of August 14th; and a letter to that effect was written on the 28th, File 4062, to Mr. Tucker.

At the bottom of the record is a clipping from the Globe Democrat of August 29th, 1900, saying that "The weekly conference of the St. Louis Eastern lines on the freight rate situation was held yesterday at the office of A. G. F. A. Holliday, of the Big Four, St. Louis, Mo., and conditions were reported to be satisfactory at this gateway."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 365."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 31st, 1900. The members reported little if any change in the situation from what has prevailed. Irregularities claimed to still continue on provisions, cotton, flour, lumber etc.

The Secretary called attention to wheat being billed from East St. Louis at the local rate to points in C. F. A. territory, consigned to S/O Seaboard with notation "Stop for cleaning" notify third party at another point. The Sec-

retary asked as to whether the tonnage should be included in Eastbound report, and it was the decision of the Committee that it should be.

Attention was called by the Secretary to Circular Letter File 3170, on enameled brick, and the Committee instructed the Secretary to prepare resolution, same as previously adopted, and send to Chairman C. F. A., together with letter and copy of correspondence from the Hydraulic Press Brick Co.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 366."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 6th, 1900.

Meeting considered rates on grain and grain products, C. L., East St. Louis to C. F. A. territory. This same subject was considered at the meeting on August 14th, and, in accordance with action taken, recommendation was forwarded to C. F. A. Mr. Fraser stated that the C. F. A. had issued call for meeting (See Advice Letter F-490½, August 31st), naming date of joint meeting at Chicago, September 7th (also see this Committee's circular letter dated Sept. 3rd). Chairman further stated that he had since received letter of the 3rd inst., from a member, with copy of letter attached addressed to Mr. Tucker, in which it was requested that the Joint Meeting called for the 7th inst. be postponed.

Meeting also considered proportional rate on wheat and grain products, taking same rates, from Kansas City to Toledo, Ohio. The Chairman stated that at special meeting on August 31st, he was requested to docket this subject for consideration to-day. It was explained that one of the roads, members of this Committee, had issued tariff naming proportional rate of 12 cents per 100 lbs. on wheat and

grain products, taking same rate from Kansas City to Toledo, Ohio. After general discussion this matter was laid over until the next meeting.

Meeting also considered rates on returned iron paper cores, East St. Louis to points in Maine. This subject was considered at meeting on August 14th, and Chairman wrote the C. & A. requesting that the tariff issued July 10th, 1900, effective July 17th, 1900, be cancelled. The Wabash having issued tariff naming same rate, dated July 12th, effective July 17th, was also requested to cancel the same. Mr. Fraser stated that he had received the C. & A. cancellation Notice, Amendment No. 6 to Tariff A-353, I. C. C. No. A-82, issued August 29th, 1900, effective September 8th, 1900; also Wabash cancellation sheet.

Meeting also considered minimum weight and number of light weight range horses or mules per carload.

Also rates on grape sugar, C. L., East St. Louis to Trunk Line territory. The same subject was considered at meeting on August 14th, and recommendation forwarded to C. F. A.; and Mr. Fraser stated that Mr. Tucker had been in correspondence with his office requesting further information, as the subject will be considered at C. F. A. September meeting.

Meeting also considered rates on steel bolsters and enameling plate, C. L., East St. Louis to Western Termini and Trunk Line territory. This subject was previously considered on August 14th, and the Chairman stated that he had endeavored to secure information from the roads claiming to have contracted this traffic, as to when said contracts would expire, but had been unable to do so.

Meeting also considered switching charges from industries in St. Louis, located on the Burlington Route. This subject had been previously considered at meeting on August 14th, and the Chairman wrote General Agent Todd, and received reply August 29th, stating that "As you will see

by our Tariff, we handle business between St. Louis and Trunk Line territory, via the St. L., K. & N. W., and as the St. Louis Car Company is located on the tracks of the St. L., K. & N. W., we could not consistently charge them switching on business forwarded by that line; such action, I think, would be unprecedented." Meeting then passed the following resolution:

"Resolved, That the individual roads, members of this Committee, hereby advise that, affective on legal notice, on traffic between St. Louis and Western Termini points and Trunk Line territory, they may absorb the switching charges from and to industries located on the tracks of the St. L., K. & N. W. R. R. in St. Louis, but will not absorb said charges from and to points in the C. F. A. territory west of the Western Termini of the Trunk Lines, it having been stated in letter August 10th, from Gen. Agent Todd, that the Burlington Route does not handle any traffic from St. Louis to C. F. A. points west of the Western Termini of the Trunk Lines."

The list of industries and the charge for switching now in effect is published in Local Freight Agents' Switching Rates, of April 1st, 1898, and Amendment No. 16 thereto. After further discussion, the following resolution was passed:

"Resolved, That the Chairman be instructed to investigate the switching charge of $6.00 from the St. Louis Car Co., and the Monarch Rubber Co., on the St. L., K. & N. W. R. R., as to how it is arrived at and to whom the revenue goes."

Meeting also considered correspondence from Chairman Tucker regarding rate on green salted hides, tallow, and stearine, East St. Louis to Buckhannon, W. Va. This subject was previously considered at meeting July 27th, 1900, and in line with resolution adopted, Chairman Fraser wrote to the G. F. A. of the B. & O. S. W. R. R.; and at meeting

to-day the Chairman stated that he had received B. & O. S. W. Supplement No. 4, effective September 3rd, to Tariff No. H-1480, and I. C. C. 2577, cancelling rate to Buckhannon, W. Va.

Meeting also considered division of rates on traffic from Cairo, via East St. Louis, to Buffalo and other Western Termini and Trunk Line territory points. This matter was considered at meeting of August 14th, and laid over pending further information; and at this meeting Chairman was instructed to report the result of his investigation to Chairman Tucker of the C. F. A.

Meeting also considered rates on earth paint, iron metallic, mineral or ochre, C. L., East St. Louis to C. F. A. and Trunk Line territory. This subject was also considered at special meeting on August 21st, and recommendation forwarded C. F. A., as per Advice Letter F-462, dated August 22nd, 1900. Mr. Fraser stated that he had received, this a. m., information No. 418, Series A, and 2419, dated Sept. 5th, 1900, authorizing 6th class rates on this traffic to C. F. A. and Trunk Line territory.

Meeting also considered application to include pig iron, C. L., in list of articles upon which percentage divisions authorized in Joint Committee Circular 1609, this Committee's Special Notice No. 437, apply. The Chairman stated that he had a letter from a member on this subject, and it was submitted. Chairman stated that the question as to the articles upon which divisions shown in Special Notice No. 437 did not apply, was considered at meeting June 5th, 1900, and it was decided that said divisions were applicable on all traffic from the South, except pig iron; and the following resolution was adopted:

"Resolved, That it is the sense of this Committee that pig iron should not be excepted in Joint Committee Circular No. 1609, and that it be recommended to the C. F. A. that Joint Committee Circular No. 1609 be amended so as to

make percentages authorized therein applicable on all traffic from the South routed via Cairo and East St. Louis."

Meeting also considered rates on lumber, C. L., East St. Louis to Jonesboro and Gas City, Ind. Chairman submitted letter from a member on the subject of establishing same rates to Gas City as in effect to Jonesboro, Gas City being right across the river from Jonesboro. The Big Four Joint Tariff X 2250, effective Feb. 1st, names rate to Jonesboro from Cairo, 11 cents, and East St. Louis 9 cents per 100 lbs. The Chairman stated that the same subject was considered by circular letter, Oct. 21st, 1898, and it was then decided that the rate to Gas City should be the same as to Jonesboro, and it was

"Resolved, That the individual roads, members of this Committee, advise that effective on Sept. 17th, the rate on lumber, C. L., to Gas City, Ind., be made 11 cents from Cairo and 9 cents per 100 lbs from East St. Louis; and the Chairman amend Joint Tariff No. 110 so as to include both Jonesboro and Gas City, Ind., at 9 cents per 100 lbs., and in future issues of tariffs the rates to Gas City and Jonesboro be made the same."

Meeting also considered application for change in classification of heavy cooperage, barrels, used for catsup, pickles, whiskey, wines and vinegar. Letter from member was submitted, with corespondence attached, addressed to Chairman Gill, from a manufacturer, requesting that the classification on this traffic be reduced from 5th class to 6th class, and requesting that members of this Committee endorse said application to Classification Committee, and recommend that the change be granted. The Committee, after general discussion, by resolution left the subject with the Chairman for investigation, and for further consideration at next meeting.

Meeting also considered application for commodity rate on rough granite, C. L., East St. Louis to Adrian, Mich.

The Chairman presented letter from member requesting that a commodity rate be established on this traffic to Adrian, Mich., stating that the present rate on rough granite from Barre, Vt., to Adrian is 18 cents per 100 lbs.; while the rate from Graniteville, Mo., to East St. Louis is 5 cents, and from East St. Louis to Adrian, 15 cents—total, 20 cents. The following resolution was passed:

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize proportional rate of 13 cents per 100 lbs. on rough granite, C. L., from East St. Louis to Adrian, Mich., effective legal notice; this to allow the East St. Louis lines to equalize with the rates from their quarries."

Meeting also considered cotton contracts with the St. Louis Cotton Compress Company, for season 1900-1901. Also considered application for reduction in rate on enameled brick, C. L., East St. Louis to Trunk Line territory, and the folowing resolution was passed:

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize rates on enameled brick, C. L., minimum weight 40,000 lbs (released to a valuation of $5.00 per ton), from East St. Louis to points east of Western Termini of the Trunk Lines, on basis of 26 cents per 100 lbs., East St. Louis to New York, effective on legal notice."

The above resolution was submitted for vote by C. F. A. in Advice Letter No. F-500, dated September 1st, 1900.

Above exhibit, consisting of 6 pages, is marked "Plaintiff's Exhibit Fraser No. 367."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Sept, 7th, 1900. In consequence of the absence of several members, meeting adjourned to Sept. 14th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 368."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Sept. 18th, 1900. All members present gave their opinion as to the rate situation, to the effect that the condition of affairs was improved, although some reports of irregularities. The impression seemed to prevail that there could be no good reason why the authorized rate on cotton, both domestic and export, should not be maintained, and it was the understanding this would be done; the Secretary to see the absent members on this subject—which he did later, and they expresed the same opinion.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 369."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee, held Sept. 21st, 1900.

Meeting considered rates on grain and grain products, East St. Louis to C. F. A. Territory. This subject was considered at meeting 6th inst., and laid over until after meeting C. F. A., held Sept 12th and 13th. After being considered today it was resolved that Chairman Fraser should take up this subject with Chairman Tucker, and explain to him that the Wabash Railroad had issued Cancellation Notice, withdrawing Tariff No. 23740, effective October 1st, which was issued to equalize rates through Chicago, restoring the rates to the established basis; and request that he take the subject up with lines running through Chicago, and request them to restore their rates to the authorized basis, and to advise when tariffs will become effective.

Meeting also considered proportional rate on wheat and grain products taking same rates, from Kansas City, to Toledo, Ohio, and Detroit, Mich. This subject was considered at meeting Sept. 6th, and laid over until after meeting of C. F. A. on Sept. 12th and 13th; and today the Chairman was instructed to take the subject up with the

. & A. and the Wabash, with a view to having the tariffs ithdrawn.

Meeting also considered percentages demanded by Ill. entral R. R. on traffic off their St. Louis division for- arded via East St. Louis to Western Termini and Trunk ine territory; and the Chairman submitted letters from iembers requesting that the subject be placed on the docket or consideration; and the matter was continued until the pecial meeting, on the 27th inst.

Meeting also considered allowance to Illinois Terminal nd other short mileage roads on traffic to and from points n C. F. A. and Trunk Line territory. This subject was eretofore considered at meeting on August 14th, and ac- ion taken was forwarded to C. F. A. The subject was con- idered by the C. F. A., at meeting Sept. 12th and 13th, and ecommendation adopted referring the subject to this Com- nittee for further action and report back to the C. F. A. The following resolution was passed:

"Resolved: That consideration of the above subject be ostponed until the 27th (10:00 A. M. sharp); in the neantime the Chairman to secure from Chairman Tucker opies of the Agreement with the Belt or Short Lines in he vicinity of Chicago and Peoria."

Meeting also considered application for change in classi- ication of heavy cooperage barrels, used for catsup, pickles, whiskey, wines and vinegar. The above subject was con- sidered at a former meeting; and it was decided to defer action until the Classification Committee had reported.

Meeting also considered rate on enameling paint and steel bolsters, C. L., East St. Louis to Western Termini points and Trunk Line territory. The Chairman reported receipt of letter from Mr. Tucker requesting more specific information regarding the contracts on this traffic.

Meeting also considered minimum weight and number

of light weight range horses and mules per carload, and the matter was continued pending result of investigation.

Meeting also considered switching charges from industries in St. Louis, Mo., located on the "K" line and Wabash railroad. It was resolved that in view of the information received and resolution adopted at meeting of the 6th inst., no further action was necessary, and the subject be laid on the table.

Meeting also considered application for commodity rate on grape sugar, from East St. Louis, when from St. Louis, Mo. Chairman called attention to C. F. A. Advice Letter F-536, Sept. 19th, stating that the application contained in C. F. A. Advice No. F-454 had been declined by that Association; and it was resolved that the subject be laid over until the next meeting, and the Chairman of the C. F. A. be requested to furnish a copy of the information secured from Chief Inspector Rainer, regarding shipments of this commodity from St. Louis.

Meeting also considered the subject of issuing clear bills of lading on lumber for export, in connection with certificates and seal of National Lumber Exporters' Association, and the matter was continued until the next meeting.

Meeting also considered rates on enameled brick, C. L., East St. Louis to Western Termini and Trunk Line territory; this subject was also continued to next meeting.

Meeting also considered proper rate to apply on tequesquite, from East St. Louis to eastern points. This subject was considered at meeting of July 13th, 1900, and the Chairman reported that he wrote Mr. Gill of the Official Classification Committee for ruling as to proper rate to apply on this traffic, and received reply, 17th inst., as follows:

"I have to advise that a chemical analysis of this article shows that it consists essentially of crude carbonate of soda, otherwise commonly known as "soda ash;" hence

ipments corresponding to sample are properly subject to e classification provided for soda ash; L. C. L., 4th C. 6th classes."

The Chairman called attention to the fact that there was commodity rate on soda ash, and the following resolu-on was passed:

"Resolved: That the Chairman advise G. F. A. Lincoln the Mo. Pacific, of the ruling of the Official Classification ommittee."

And also the further resolution: "That the Chairman sue Special Notice authorizing ruling contained in Chair-an Gill's letter, September 17th, 1900. No further action ing necessary, the subject be laid on the table."

Meeting also considered insurance contract with the St. ouis Cotton Compress Co. for season 1900-1901; and the atter was continued until the next meeting.

Meeting also considered application for special rate on assenger coachs, K. D., for export. The Chairman pre-nted a letter requesting special rate on this traffic, and he as instructed to write Chairman Tucker of the C. F. A., ving him full information on this subject.

Meeting also considered application for commodity rate n rough granite, C. L., East St. Louis to Adrian, Mich. he subject was previously considered at meeting on the th inst., and recommendation forwarded to C. F. A., and ubmitted by that Association in Advice No. F-517. The hairman stated that he had received letter from Mr. ucker, of the C. F. A., also C. F. A. Advice No. F-539, ating that the recommendation had been declined.

Meeting also considered reduced rate on household goods, om Galveston, account of flood-sufferers. The Chairman ubmitted letter from member in which it is stated that he as an inquiry from the G. F. A., G. C. & S. F. R. R., as whether they will join in half rate on household goods, alveston to Louisville, and probably other points, account

of flood-sufferers; and it was resolved "that the lines be permitted to take individual action."

Meeting also considered application to include pig iron, C. L., in list of articles upon which percentage divisions authorized in Joint Committee Circular No. 1609, this Committee's Special Notice No. 437, apply. This matter was considered on Sept. 6th, and resolution forwarded C. F. A. (See C. F. A. Advice F-529, Sept 15th, 1900). Mr. Fraser stated that he received a letter, Sept 20th, from Mr. Tucker, making inquiry why pig iron had been excepted from list of articles upon which these percentage divisions apply, and it was

"Resolved: That the Chairman reply to Mr. Tucker that none of the members here have any recollection as to why pig iron was excepted from the the application of Joint Committee Circular No. 1609, this Committee's Circular No. 437, and that they are all in favor of its being included.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 370."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held on September 21st, 1900. The general opinion was that the situation was improving. Some apparent irregularities were referred to, but no definite action taken, except the resolution which appears in Joint Letter, dated 25th, addressed to Trunk Line Traffic Officials, signed by all members of Committee.

Above exhibit, is marked "Plaintiff's Exhibit Fraser No. 371."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 25th, 1900. Members expressed their opinion about the same as last meeting. Irregularities on export flour, P. H. P., and

cotton, part of which was covered by old contracts. Members were again reminded that the insurance contracts with the St. Louis Cotton Compress Co. would expire Sept. 30th, and as yet no definite action taken for the future. Matter continued until next meeting.

Letter was read from Chairman Tucker, regarding possible irregularities in rates on cotton; and the Secretary was instructed to write Mr. Tucker for specific information. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 372."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held September 27th, 1900.

Meeting considered allowance to Illinois Terminal and other short mileage roads, on traffic to and from points in C. F. A. and Trunk Line territory. The Chairman was instructed to get copy of the agreements with Belt or Short Line roads in vicinity of Chicago, Peoria, etc. The Chairman stated that he wrote Mr. Tucker, and received copies of Information No. 316, 387 and 421, Series A, and Nos. 2072, 2322 and 2240. After consideration of the recommendation contained in Chairman Tucker's letter, of Sept. 15th, the following action was taken:

"Whereas, This Committee has carefully considered the subject of allowance to short line roads, via East St. Louis and neighboring gateways, as requested by action of the C. F. A. meeting Sept. 13th, and find that it is impracticable at the present time to establish a per car basis as suggested; and,

"Whereas, We recognize the importance of revising the divisions allowed the short lines through the East St. Louis gateway, Edwardsville, Edwardsville Junction, and Edwardsville Crossing, but that in considering this it involves

the question of divisions through the Northern Illinois junctions, that is to say, the C. F. A. lines are now pro-rating on Alton business by the way of Springfield, Peoria, Bloomington, etc., on a percentage basis allowing the short lines very much in excess of what is allowed the short lines via East St. Louis, both on Alton and Belleville traffic. In view of these conditions, be it

"Resolved, That it is the sense of this Committee that action be taken as promptly as possible, by the appointment of a Committee by the C. F. A. to take under consideration the whole subject."

"And be it further

"Resolved, That, pending this action, in justice to the T. St. L. & W., the Wabash Railroad, and the Big Four Railway, they should be authorized to pro-rate with the Illinois Terminal Railroad by way of Edwardsville, Edwardsville Junction, and Edwardsville Crossing, respectively, on Alton business, upon the same basis that C. F. A. lines now pro-rate on Alton and Belleville business via East St. Louis, viz.: 15% to Trunk Line, 17½% to Western Termini, and 20% to C. F. A. points, as authorized by C. F. A. Circular No. 1967, Joint Committee Circular No. 1675, this Committee's Special Notice No. 446."

The Chairman to secure the vote of the C. & A. Ry., Henderson Route, and Toledo, St. L. and N. W. R. R.

Note.—The vote of all absent members not as yet received, the subject will be on docket for the next regular meeting.

Meeting also considered rates on grain and grain products, C. L., East St. Louis to C. F. A. territory; and Chairman was instructed to call meeting of Rate Clerks for Oct. 2nd, for the purpose of checking in rates on grain and grain products and corn, in carloads, from East St. Louis to points in C. F. A. territory, the list of basing points to be increased and the rates agreed upon to be used as a

basis for a revision of rates from Upper Mississippi River Crossings, etc.

Meeting also considered rates on paint—earth, iron and ochre—C. L., from East St. Louis to C. F. A. and Trunk Line territory. Letter was read from Chairman Tucker, relative to eliminating metallic and mineral paints from C. F. A. Information No. 418-A, and 2419, which named 6th class rates on these articles.

Resolution was passed, as follows:

"Resolved, That the individual roads members of this Committee recommend to the C. F. A. tha Information No. 418, Series A, and 2419, naming rates on paints, earth, iron, metallic, mineral or ochre, C. L., from Chicago and East St. Louis to all points in C. F. A. and Trunk Line territory be cancelled and re-issued naming 6th class rates on paint, earth, iron, or ochre, dry, in sacks, barrels, bags, or in bulk, in carloads, with the understanding that the rates on mineral and metallic paints between all other points in Trunk Line and C. F. A. territories will be on basis provided therefor in the Official Classification."

Above exhibit consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 373."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 28th, 1900. Very little change was reported in the rate situation. Secretary reported that, as instructed at meeting of the 25th, he wrote Chairman Tucker for information regarding cotton rates, and received reply to the effect that he was not able to give more than stated in letter of Sept. 24th. The matter of contract with the St. Louis Cotton Compress Company was submitted, and the Secretary instructed to confer with President and Secretary relative to contract submitted by the B. & O. S. W. R. R. on this matter.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 374."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 29th, 1900. The Secretary reported result of his conference with the President and Secretary of the St. Louis Cotton Compress Company, which was to the effect that they declined to execute the B. & O. S. W. R. R. form of contract with a surety or guarantee bond, in addition to their St. Louis Cotton Compress Company guarantee. They would, however, execute the new form of contract, omitting the surety bond. Under instructions, the Secretary said that he notified the St. Louis Cotton Compress officials that their cotton notes would not be exchanged for bills of lading on and after October 1st.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 375."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee Rate Clerks, held in the office of the Chairman, October 2nd, 1900, at which the following roads were represented:

B. & O. S. W. Railroad; Chicago & Alton Ry.; C. P. & St. L. Ry.; Big Four Ry.; Illinois Central R. R.; Henderson Route; Louisville, Evansville & St. Louis R. R.; The Wabash R. R.; T. H. & I. R. R.; T., St. L. & W. R. R.

At meeting of September 27th, the Chairman was instructed to call a meeting of Rate Clerks to check in rates on corn, other grain, and grain products, to points in C. F. A. territory, to be used as a basis for rates from East St. Louis and Upper Mississippi Eastbank Points, etc.; and at the meeting on October 10th, the Rate Clerks took action and checked in rates as follows:

"Whereas, The lines leading from the Upper Mississippi River Crossings have established the Toledo rates on corn and other grain, and grain products to a number of basing points in Central Ohio, which if continued will result in the

lines leading from East St. Louis reducing their present rates to many important basing points, such as Cincinnati, Louisville, New Albany, etc., be it

Resolved: That we ignore this condition in checking our rates from East St. Louis and hold the Toledo corn rate only to points on and north of the T. St. L. & W. R. R., from Bluffton, Ind., to Toledo, Ohio, inclusive, otherwise the rates shall be lined up to the present authorized figures to Lake ports, etc., in the usual manner; and be it further

Resolved: That the lines leading from Upper Mississippi River Crossings be asked to observe this same rule when establishing their rates."

Which resolutions are followed by list of points, together with rates thereto, as fixed by the Rate Clerks on the commodities named.

Above exhibit, consisting of seven pages, is marked "Plaintiff's Exhibit Fraser No. 376."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Office of the Big Four Ry., on October 2nd, 1900. Members reported generally an improvement in domestic rates, but export rates continue irregular, particularly on flour and packing-house products.

The subject of contract with the St. Louis Cotton Compress Company was brought up, and it was decided to defer action until meeting on the 12th inst., at which time it was intended to consider and act upon the following resolution:

"Resolved: That on and after November 1st, 1900, all lines, members of the St. Louis Eastbound Freight Committee, will discontinue the practice of issuing bills of lading on cotton notes or cotton receipts, and will thereafter handle this business on the same basis as other commodities."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 377."

Plaintiff offers in evidence record of the meeting of the St. Louis Eastbound Freight Committee, held October 12th, 1900.

Meeting considered grain and grain products, C. L., East St. Louis to C. F. A. points. At meeting on Sept. 27th, action was taken instructing Chairman to issue call for meeting of Rate Clerks on October 2nd, for the purpose of checking in rates to apply on grain, grain products and corn, C. L., East St. Louis to points in C. F. A. territory; the list of basing points to be increased, and the rates agreed upon to be used as a basis for a revision of rates on this traffic from Upper Mississippi River Crossings, etc. The Chairman reported that at meeting of the Rate Clerks, on the 2nd inst., a list of rates were checked in, as shown in proceedings of Rate Clerks' meeting, Oct. 2nd, 1900; and the subject being further considered to-day, the following resolution was adopted:

"Resolved: That Chairman Tucker be requested to submit the rates as checked in by the St. Louis Committee, to the Upper Mississippi River Crossing roads, with the request that they line their rates up in accordance therewith, he to advise result as early as possible."

Meeting also considered proportional rates on wheat and grain products, taking same rates, from Kansas City to Detroit and Toledo, Ohio. At meeting on Sept. 21st the above subject was considered, and the Chairman was instructed to take the matter up with the C. & A. and the Wabash, with the view to having tariffs withdrawn. The C. & A. advised by letter, Sept. 28th; the Wabash advised that they had the subject under consideration, and would reply later. The matter was continued.

Meeting also considered minimum weight and number of light weight horses and mules per carload, and again made recommendation to the C. F. A. as to weight and number of horses per carload.

Meeting considered also allowance to Illinois Terminal and other short line mileage roads on traffic to and from points in C. F. A. and Trunk Line territory. The Chairman stated that, in line with action taken at meeting of Sept. 27th, he had secured the vote of the absent members (the T., St. L. & W., and L. E. & St. L. C. R. R.), but had not as yet received the vote of the C. & A. Railway. The matter was laid over until the next regular meeting.

Meeting also considered percentages demanded by I. C. Railroad on traffic off their St. Louis divisions, forwarded via East St. Louis to Western Termini and Trunk Line territory. The above subject was considered at meeting on September 21st, and laid over; and after further consideration to-day it was laid over until next regular meeting.

Meeting also considered application for commodity rate on grape sugar from East St. Louis, when from St. Louis, Mo. A letter received from Mr. Tucker, dated Sept. 24th, File F-454 and F-536, was submitted to members, and the matter continued until the next meeting.

Meeting also request for reduction in rates on cotton from the South, both for export and for domestic use in New England territory, in competition with routes via South Atlantic ports. The President submitted correspondence on the subject, and the following resolution was passed:

"Resolved: That the Chairman advise the applicant that it is the opinion of the members of this Committee that no reduction can consistently be made in the present rates on cotton, either for domestic use, or for export; and the subject be tabled."

Meeting also considered rates on enameled brick, C. L., East St. Louis to New York City only. Chairman submitted the following letter from Mr. Tucker, Oct. 8th, File F-500:

"It is stated that some of the initial lines from East St. Louis are about to make rate of 23 cents to Baltimore, on

enameled brick, C. L., from East St. Louis, based on Information No. 423-A. If such action is taken it will be entirely incorrect, as rate of 26 cents applies only to New York City, and is not to be used as a basis for making rates to other eastern cities. It seems to me essential that all East St. Louis lines should clearly understand this matter so as to avoid trouble in future."

The following resolution was passed: "Resolved, That the Chairman issue circular letter to the effect that the rate on enameled brick, C. L., viz.: 26 cents per 100 lbs., named in Special Notice No. 1029, C. F. A. Information 423, Series A, applies on this traffic from East St. Louis to New York City only, and this authority is not to be used as a basing rate either from or to other points."

Meeting also considered application to include pig iron, C. L., in list of articles upon which percentage divisions authorized in Joint Committee Circular No. 1609, this Committee's Special Notice No. 437, apply. This subject was considered at meeting of September 21st; and the Chairman stated that he had advised Mr. Tucker in line with action taken, and received reply Oct. 8th, File F-529, which was submitted, and the matter was continued.

Meeting also considered matter of eliminating distiller's grain from grain products list, on account of combustion. The Chairman stated that he had received letter October 8th, File 725, from Chairman Tucker, requesting the views of this Committee on the proposition contained in C. F. A. Advice Letter F-574, dated Oct. 4th, 1900; and the following resolution was passed:

"Resolved: That in view of the fact that no distiller's grain is shipped from East St Louis, and the facts concerning this commodity are obtainable by the Peoria Committee, we desire to leave it to that Committee to make recommendation to the C. F. A., and this Committee is willing to concur in resolution adopted by the Peoria Committee."

Meeting also considered rates on enameling or black plate and steel bolsters to Western Termini and Trunk Line points. This subject was considered at meeting of Sept. 21st, and continued. The Chairman submitted letter of Sept. 24th, File X336, from Mr. Tucker, in which he again requested to be advised when contracts on above traffic would expire and the tariffs naming the unauthorized rates be cancelled. The following resolution was passed:

"Resolved: That the Chairman call the roll to ascertain what roads have contracts on this traffic, and when same would expire."

The roll being called, the representatives of the B. & O. S. W., C. P. & St. L., Big Four, I. C., L. E. & St. L. C. and T. H. & I. roads stated that they had no contracts on this traffic. Representatives of the C. & A. stated that there was no change in conditions since letter of Sept. 6th; that is, "that the present arrangements of this Company on commodities referred to will not permit us at this time to consider a proposition looking to the advance in these rates. At the expiration of the current year we doubtless will be in a position to agree to an advance." The representative of the Wabash stated, "We have a tariff in effect on enameling or black plate, and we will probably not be able to withdraw it before April 1st, 1901. So far as rates on steel bolsters are concerned, we are prepared to cancel our tariff when the other roads do so. The Chairman later secured statements from the Henderson Route, and the Toledo, St. Louis & Western, that they had no contracts on the above traffic.

The Toledo, St. Louis & Western Railroad gave notice of withdrawal from the Committee.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 378."

Plaintiff offers in evidence record of special meeting of

the St. Louis Eastbound Freight Committee, held on October 16th, 1900. The consideration of the contract with the cotton companies was postponed. Members reported general improvement in the rate situation, but some members reported irregularities on flour and provisions for exports. Cotton rates firm. Generally domestic rates in good shape. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 379."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held October 30th, 1900. Members reported general condition of rates improved. Some irregularities were reported on provisions, etc., from Missouri River, on cotton for export, both square and round bale; and also on flour, rates appeared to be somewhat irregular. The Secretary reported having received a communication by 'phone that certain members had been appointed by the Cotton Exchange, a committee to secure some information regarding change on cotton; and a Committee was appointed to confer with the cotton representatives.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 380."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held November 2nd, 1900. The members reported rates on export flour irregular, business generally moving at tariff rates, and controlled by car supply. The Chairman was instructed to write the Chairman of the C. F. A. in regard to allowance to Ilinois Terminal and other short roads, giving him the vote of all the members on this subject, at meeting Sept. 27th.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 381."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held on November 9th, 1900. The members reported rates on export dressed meats and provisions were off from 7 to 10 cents; also that parties claimed reduction 3 to 5 cents on cotton, mostly export. Members present all denied any concession by their lines, and agreed that generally rates were being maintained and traffic movement governed by car supply.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 382."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held November 13th, 1900. Members reported rates on export cotton three cents off. Members present all denied any concessions by their lines, and agreed that rates generally were being maintained and traffic movement governed by car supply.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 383."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held November 16th, 1900. Members reported rates on export cotton irregular, and in connection therewith the Secretary read letter of the 15th, File A-7810, from Chief Inspector Rainer, as follows:

"Will you please advise me whether the St. Louis lines have authorized rate of 25 cents per 100 lbs. on Export Cotton, East St. Louis to Newport News, and oblige. I notice quite a movement from East St. Louis via Kanawha Despatch, billed at that rate to Newport News."

As Kanawha Despatch Tariff 333, I. C. C. 391, issued Oct. 20th, 1899, authorizes the rates referred to, the following resolution was passed:

"Resolved, That Chairman Fraser take the subject up with Messrs. Thornton Lewis, Manager Kanawha Despatch; W. D. Holliday, A. G. F. A., Big Four, and R. A. Campbell, G. F. A., L. E. & St. L. C. R. R., with a view of having Kanawha Despatch tariff amended at once, cancelling the rate of 37½ cents on uncompressed cotton, East St. Louis to Newport News and Norfolk; the only rate authorized by this Committee being 39½ cents on uncompressed, and 27 cents on compressed cotton, same as to Baltimore, as per Special Notice No. 963, Feb. 17th, 1900."

The Secretary was instructed to examine tariffs of L. E. & St. L. C. R. R., and the Henderson Route, and their fast freight lines, and should similar rates be named by them he is to take the subject up with the proper officers in line with above resolution.

The Chairman reported that in acordance with the above letters were written, on the 16th inst., to Messrs. Holliday, Lewis and Campbell, regarding Kanawha Despatch tariff; also to Messrs. Irwin and Broaddus regarding Cumberland Gap Despatch tariff; and to Messrs. Fitzgerald and Campbell regarding Asheville Line tariff.

The Kanawha Despatch tariff named rates on uncompressed cotton, from points west of the west bank of the Mississippi River, East St. Louis to Newport News and Norfolk, 37½ cents, and to other North Atlantic ports on same basis. Cumberland Gap and Asheville Line tariffs name same rates as proportional, and are applied not only from East St. Louis but also from Upper Mississippi River Crossings.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 884."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Nov. 20th, 1900. Members reported rumors, which appeared to

be well founded, that tariff rates on cotton, export and domestic, were not being maintained; and same conditions regarding provisions, oleo oil, green hides, and grain products. Members present denied any concessions made or authorized by them.

The President reported having written to managers Kanawha Despatch, Cumberland Gap Despatch, Asheville Line, and other officials, regarding rates on cotton to Norfolk, Newport News, etc., as instructed at previous meeting; and read leter of the 19th from the manager of the Cumberland Gap Despatch, as follows:

"I have your favor of the 16th, which only reached me this morning. I have agreed with Mr. Fitzgerald and Mr. Thornton Lewis, of the Asheville Line, and Kanawha Despatch, respectively, that on a date that would be named by Mr. Lewis we would advance the rate to 39½ cents on all cotton."

The Secretary read letter of the 17th, File 7441, St. Louis Eastbound Freight Committee, File 3245, from Chairman Tucker, regarding rate on phosphate of soda, and was instructed to send copy to all members.

Also read letters from Mr. Tucker as to rates on grain to Cincinnati, Louisville, Cairo and Evansville; and it was resolved:

"That the papers be referred to the St. Louis- Cincinnati-Louisville Freight Committee for their consideration."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 385."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held Nov. 23rd, 1900.

Meeting considered percentages demanded by I. C. Railroad on traffic off their St. Louis division, forwarded via East St. Louis to Western Termini and Trunk lines; and the matter was laid on the table.

Meeting also considered rates on enameling or black plate and steel bolsters to Western Termini and Trunk Line points. This subject was previously considered at meeting Oct. 12th, and information obtained and submitted to C. F. A. The Chairman read a letter from Mr. Tucker, which contained recommendation to the St. Louis Committee, adopted by C. F. A., at their meeting 15th inst., as follows:

"Recommended, That the Chairman of the C. F. A. take the matter up with the St. Louis Committee, with a view of having all rates cancelled on each of these commodities that can be abrogated Jan. 1st, ensuing, and that such rates as must be continued under the arrangements now in effect on enamelling or black plate, be cancelled April 1st, 1901, no new contracts to be made in the meantime.'

After further consideration, it was

"Resolved, That all roads, members of this Committee, individually advise that, effective Jan. 1st, 1901, they will cancel all commodity rates now in effect on steel bolsters, C. L., East St. Louis to Western Termini and Trunk Line territory."

Meeting also considered rates on phosphate of soda, C. L., East St. Louis to Trunk Line territory. The Chairman stated that he had received a letter from Mr. Tucker, regarding the withdrawal of the commodity rate on this traffic (as per C. F. A. Information 263, Eastbound Freight Committee Special Notice No. 1032), on account of eastern roads requesting same rates on westbound business.

Meeting also considered letter from Chairman Tucker, regarding C. F. A. Information 1848, stating that Information No. 1848 provides that various articles take certain per cent. of the 6th class rates, and that said per cents should not be published in tariffs but should be used as a basis for publishing rates between specific points in C. F. A. territory; as some of the roads, members of the St. Louis

Committee, have published these per cents in tariffs, they are requested to cancel same, and establish table of rates as shown in Wabash R. R. tariff No. 21,401, C. E., Amendment to No. 35 to I. I. C. 65.

The following resolution was passed:

"Resolved: That the roads now having in effect tariffs publishing the per cents instead of the rates, cancel the same, effective at once, and publish tariffs as authorized in C. F. A. No. 1848, showing table of rates."

Meeting also considered request for reduction in rates on photographers' dry plates, C. L., East St. Louis to eastern points. This subject was considered June 29th, 1900, and recommendation for 4th class rates forwarded to Official Classification Committee, and declined by that Committee. Mr. Fraser stated he had advised the M. A. Seed Dry Plate Co. of the decision of Official Classification Committee, and received letter requesting that commodity rate be established; and resolution was passed saying that the letter of Nov. 17th from M. A. Seed Dry Plate Co. be sent to Official Classification Committee without recommendation, calling Mr. Gill's attention to the fact of their making application to have rate established, valuation released to same basis as window glass.

Meeting also considered the matter of holding shipments by St. Louis Transfer Co. by western lines for various causes. Letter from member was read on this subject, and the matter was continued until next meeting.

Meeting also considered rates on green and deciduous fruits, C. L., points in Utah and Idaho, via Chicago, to eastern points, as against rates on like traffic via East St. Louis. The Chairman submitted correspondence on this subject, and it was "Resolved: That the Chairman be instructed to take this matter up again with Chairman Tucker, with the view to find out definitely what action has been taken by the Chicago Committee, so that we can be gov-

erned on business from that territory moving through the East St. Louis gateway, and report at next conference meeting."

Meeting also considered weights on carload shipments on Trojan car couplers, and it was resolved that it was the individual opinion of the roads, members of the Committee, that on shipments of car couplers the actual weight should be charged, this being the rule which applies on all other car couplers, and no exception can be made.

Meeting also considered application for 5th class rate on iron beds, C. L., in the rough, unfinished, unpacked, C. L. minimum 24,000 lbs,, Utica, N. Y., to East St. Louis. The Chairman stated that he had received letter, with illustration, regarding this traffic, requesting the Committee to endorse their application made to the Official Classification Committee, for rating referred to above. The matter was continued until next meeting.

Meeting also considered proportional rate on cattle C. L., East St. Louis to Indianapolis. The Chairman stated that he had received replies from all members, and same being submitted, it was decided that the Chairman write the Wabash R. R., as requested by Mr. Coyle, and the subject was laid on the table.

Meeting also considered allowance to Illinois Terminal and other short line mileage roads on traffic to and from points in C. F. A. and Trunk Line territory. This subject was last considered at special meeting of Nov. 2nd, and submitted to C. F. A., and acted upon at their meeting, Nov. 15th, as shown in Proceedings, page 203, subject 3407, as follows:

"After further consideration of the subject your Committee recommends that the action as next below of the St. Louis Eastbound Freight Committee regarding percentages to short roads in the vicinity of East St. Louis be authorized

temporarily and without prejudice to a future general revision. (Adopted.)

Whereas, This Committee has carefully considered the subject of allowance to short roads via the East St. Louis and neighboring gateways, as requested by the action of the C. F. A. meeting Sept. 13th, 1900, and find that it is impracticable at the present time to establish a percentage basis as suggested; and,

Whereas, We recognize the importance of revising the divisions allowed the short lines through the East St. Louis gateway, Edwardsville, Edwardsville Junction, and Edwardsville Crossing, but observe that in considering this it involves the question of divisions through the Northern Illinois junctions, that is to say, the C. F. A. lines are now pro-rating on Alton business, via the way of Springfield, Peoria, Bloomington, etc., on a percentage basis very much in excess of what is allowed the short lines via East St. Louis, both on Alton & Belleville traffic. In view of these conditions, be it

Resolved, as the sense of this Committee, that action be taken as promptly as possible by the appointment of a committee by the C. F. A. to take under consideration the whole subject. And be it further

Resolved: That pending such action on the entire question, in justice to the T. St. L. & W. R. R., the Wabash R. R., and the Big Four Railway, those roads should be authorized to pro-rate with the Illinois Terminal Railroad, by way of Edwardsville, Edwardsville Junction and Edwardsville Crossing, respectively, on business from Alton, Ill., upon the same basis that C. F. A. lines now pro-rate on Alton & Belleville business via East St. Louis, namely; 15 per cent to Trunk Line points; 17½ per cent to Western Termini of Trunk Lines; and 20 per cent to C. F. A. points, as authorized in C. F. A. Circular No. 1967, Joint Committee

Circular No. 1675, of which this Committee's Special Notice No. 446 is a duplicate."

Above exhibit, consisting of four pages, is marked "plaintiff's Exhibit Fraser No. 386."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Nov. 23rd, 1900. Members reported rate conditions improved; in fact, no charges are made that tariff rates are not being maintained. Explanation was made regarding indications that inland rates had been cut on export cotton, and positive statements made that the rate of 44 cents East St. Louis to Liverpool allowed the line to Boston 30 cents, the tariff rate.

The statement was made that satisfactory arrangements had been made between the St. Louis Transfer Co., the St. Louis Cotton Compress Co., and the Peper Cotton Press, which avoided the necessity of cotton shippers asking the railroads to handle that commodity differently from other traffic.

The Secretary read letter of the 20th inst., File 7380, Eastbound Freight Committee, File 3272, from Chairman Tucker, regarding rates on export flour, 12 cents per 100 lbs., East St. Louis to Philadelphia. Roll being called, members denied making less than authorized rates, and ordered that Chairman Tucker be so advised, and requested to investigate the rate on flour, via Upper Mississippi River Crossings, and advise result.

The Secretary reported having received information that, effective Dec. 1st, the rates on cotton referred to at meeting on the 16th inst. would be advanced by the Kanawha Despatch, Cumberland Gap Despatch, and Asheville Lines, from 37½ to 39½ cents, as requested.

Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 387."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Nov. 27th, 1900. The members reported general improvement in rate situation, although some rumors of less than tariff rates being offered, but no positive charges made. The Secretary read letter from Chairman Tucker regarding reports that tariff rates on flour and provisions were not being maintained via this gateway, and was requested to reply that the Committee denied the charges, and asked for some proof.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 388."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held November 30th, 1900. Sundry reports regarding iregularities in rates on flour and provisions from Missouri River, also cotton for export. Rumors of rates not being maintained on lumber from St. Louis; no positive charges made. Secretary read a letter from Chairman Tucker regarding report of cut rates which were not admitted, and reply sent Mr. Tucker accordingly.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 389."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held December 4th, 1900. Reports from all members were to the effect that generally the rate situation was very good. There were, however, street reports of low rates on export cotton, 42 and 43 via Boston, that caused doubt as to inland tariff being maintained. Special rates claimed to have been in effect on export flour were reported as ended Saturday, 1st. Provisions from Missouri River reported as still mov-

ing at large reductions from tariff—18½ cents off. No disposition shown to do other than maintain tariff rates.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 390."

Plaintiff offers in evidence record of special meeting of St. Louis Eastbound Freight Committee, held December 7th, 1900. Members reported rates generally in good condition, although some rumors regarding irregularities on different articles. Statements made that the cut rates that have prevailed on export flour from Missouri River are effective to January 1st.

Meeting considered rate on starch, C. L., between East St. Louis, Cincinnati, Louisville, etc. At conference meeting, held at Indianapolis, 21st inst., action was taken to eliminate starch from list of articles taking grain products rates, and insert in tariff, "Starch, 12 cents per 100 lbs., C. L." and it was

"Resolved, That circular letter be issued calling attention to the action of the St. Louis-Cincinnati-Louisville Freight Committee, with the view of ascertaining whether the roads who published individual tariffs naming rates to or from or between, East St. Louis, Cincinnati, Louisville and other points under the jurisdiction of the St. Louis-Cincinati-Louisville Freight Committee, in which starch, C. L., is included in the list of articles taking grain products rates, will amend same effective January 1st, 1901, eliminating starch from grain products list, and make rate on starch, C. L., 12 cents per 100 lbs., between East St. Louis, Cincinnati, Louisville, etc."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 391."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held Decem-

ber 11th, 1900. Members reported rumors regarding less than tariff rates being quoted on cotton, packing-house products, lumber, glucose, pig iron, etc., both export and domestic. The roads charged with the irregularities not being represented, no action was taken.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 392."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held December 14th, 1900. Meeting adjourned without action.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 393."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held December 18th, 1900. There was a general disscussion regarding packing-house products and provisions from Missouri River. All gentlemen were of the opinion that rates were in bad condition, and it was stated that rates would probably be restored January 1st, 1901. The Clover Leaf was handling most of this traffic, and it was the general opinion that their rates were not very firm on any traffic.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 394."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held December 21st, 1900. The impression prevailed that rates on flour, cotton, packing-house products, from both Missouri River and St. Louis, were not being maintained by some lines, but no definite action was taken in the premises.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 395."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held December 28th, 1900. Members reported that generally rates were in better condition than they had been, and no charges or complaints made.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 396."

At this point, the further taking of testimony is adjourned until to-morrow, Thursday, November 22nd, 1906, at 10:30 a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, Nov. 22nd, 1906.

Met, pursuant to adjournment as above, on Thursday morning, November 22nd, 1906, at 10:30 o'clock, A. M., at the office of Special Commisioner Rombauer, in the Roe Building, St. Louis, Mo.

Present, parties as before.

The following proceedings were had:

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Committee, held January 4th, 1901, which record shows that the following roads were represented: B. & O. S. W. R. R., C. & A. R. R.; C. P. & St. L. R. R., Big Four Ry.; Illinois Central R. R.; T. H. & I. R. R.; Wabash R. R.

Meeting considered allowance in weight account of shrinkage on inbound shipments of live stock at national stockyards, also on outbound shipments destined to points in C. F. A. territory west of the western termini of Trunk Lines.

Meeting also considered rates on cotton linters, uncompressed, East St. Louis to points in C. F. A. territory. This matter was submitted by circular letter Dec. 3rd, 1900, File 4080, and replies received from the members of the Committee, and the following resolution was adopted:

"Whereas, The roads, members of this Committee, individually advise that they are not using or quoting any less than the authorized rates on the traffic, from East St. Louis to points in C. F. A. territory,

Resolved: That parties making the inquiry be advised accordingly, and the subject be laid on the table."

Meeting also considered rates on ground or prepared clay, etc., East St. Louis to C. F. A. and Trunk Line territory. Correspondence on this subject was submitted at special meeting December 28th, 1900, and the Chairman instructed to write to Mr. Tucker asking information as to why the rates on clay, points east of the Western Termini on the Trunk Lines, apply on all kinds of clay, whereas those to the Western Termini and other C. F. A points apply only on clay not ground or prepared; and also to ask Mr. Tucker to put this matter before the C. F. A., with a view to having a commodity rate authorized to cover ground flint, prepared clay, feldspar and crown filler to C. F. A. points. It was also

"Resolved: That the individual roads, members of this Committee, recommend to the C. F. A. that Information Circular No. 1890, naming rates on clay, etc., C. L., to points in the C. F. A. territory be amended to read the same as clay per C. F. A Information Circular No. 258-Series A, to Trunk Line points."

The record shows that Messrs. N. W. Taylor, W. D. Holliday, and P. W. Coyle were elected as the Executive Committee for 1901.

Meeting also considered rates on beauxite ore, East St. Louis to Pittsburg, when from points in Arkansas. Also minimum basing sheet or guide book for compiling rates to points in C. F. A. territory. This subject was considered at special meeting Dec. 11th, 1900; and it was resolved that the Chairman should call a meeting of the Committee, or their representative, on Dec. 21st, for the purpose of com-

piling a guide book or basing sheet, to be used in preparing tariffs from East St. Louis to points in C. F. A. territory. The meeting convened on Dec. 21st, and some work done. Meeting adjourned to Dec. 26th, but was postponed until Jan. 2nd, and again until Jan. 7th, at which time it is requested that full attendance be had.

Meeting also considered rates on cotton-seed mill and cotton factory sweepings, C. L., East St. Louis to points in C. F. A. territory, and by resolution recommended to the C. F. A. that 6th class rates be established on shipments of cotton-seed mill and cotton factory sweepings, used as paper stock, in bales, machine compressed, C. L., East St. Louis to all points in C. F. A. territory; which was authorized by C. F. A. Information No. 2594.

Meeting also considered rates on green and deciduous fruits, C. L., points in Utah and Idaho, via Chicago, to eastern points, as against rates on like traffic via East St. Louis. A resolution was passed instructing Mr. Fraser to write letter to G. F. A. Mo. Pacific Ry., quoting correspondence with Chairman C. F. A., notifying the G. F. A. Mo. Pacific that the East St. Louis roads endorse the resolutions adopted by the Chicago Eastbound Roads at their meeting 4th inst.; which action of the Chicago Eastbound Roads was that they resolved that the provisions of C. F. A. Information Circular No. 356-Series A, be strictly adhered to, without any deviation thereform; and that they would decline to participate in Oregon Short Line tariff No. 642 above referred to, publishing rates on green and deciduous fruits, in carloads, from Idaho and Utah points, to New York, Boston, etc., and recommending that if less rates than those authorized by the C. F. A. are necessary, that application ought to be submitted for same in the regular way.

Meeting also considered application for 5th class rate on iron beds, C. L., in the rough, unfinished, and unpacked,

from Utica, N. Y., to East St. Louis. Matter was laid over.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 397."

Plaintiff offers in evidence record of special meeting of the St. Louis East bound Freight Committee, held January 4th, 1901. The record simply shows that all reported rates in good condition, and no complaints to make.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 398."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held January 8th, 1901. The roads, members of the Committee, all reported conditions much improved, no complaints made except reports of cutting by the Toledo, St. Louis & S. W. road.

Correspondence was read regarding C. L. rates on certain commodities, East St. Louis to New York, and resolution to C. F. A. adopted and sent by letter.

Letter was read from Marsh Oil Works, Kansas City, asking lower minimum carload weight, and instructions given to Mr. Fraser to inquire kind of oil, etc., and report later.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 399."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held January 15th, 1901. Record shows that there were reports of rates being cut on flour, 2½ to 3½ cents; also some reductions on cotton and other commodities; charges generally against the T. St. L. & S. W.; no positive proof offered, or action taken.

Secretary called attention to circular letter, dated Dec. 20th, 1900, File 3280, resolution to restore rate on steel bolsters, C. L., January 1st, 1901, adopted Nov. 23rd. The T. St. L. & W. R. R. having given notice that special rate could not be cancelled via their lines. Wabash Amendment No. 9 to I. C. C. 784, effective 14th, cancels Amend ment No. 6, and restores rate on steel bolsters to the special rate, as per Wabash tariff No. 784.

Secretary also read letters, dated Jan. 7th, and January 9th, from the Marsh Oil Works, Kansas City, requesting reduction on minimum carload weight on linseed and castor oils, and by resolution the matter was referred to the Official Classification Committee without recommendation, and applicant was so advised.

Secretary also submitted letter of Jan. 14th, File A-7596, from Chief Inspector Rainer, regarding lumber from St. Louis; and the subject was laid on the table.

Attention was called also to C. F. A. Advice Letter No. F-480½, calling meeting for the 17th, at Indianapolis, to recheck rates on pig iron, etc. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 400."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held January 18th, 1901, in the General Freight Office of the Big Four Ry. It was reported by several members that rates on export flour were being cut 2 cents (18½ to New York); also cuts on cotton, export and domestic, figures not named. The C. P. & St. L. was the member charged. Mr. Galligan denied any authority from the general freight office. The T. St. L. & S. W. was charged with shading rates on anything they could find to ship. No action taken.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 401."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held January 25th, 1901. Members reported cut rates on flour 16½ to 17½ cents; also indications of irreuglarities in rates on cotton and lumber; no action taken. Secretary reported progress on minimum basing sheet, and asked instructions regarding form, etc. Matter laid over until next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 402."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held January 29th, 1901, held in the office of the Big Four road. Members reported irregularities in rates, particularly on grain products and provisions for export; also rumors on domestic Charges generally were against the T. St. L. & W. No action taken.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 403."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 1st, 1901. The record shows that the meeting considered rates on pig iron, billets, brooms, etc., East St. Louis to points in C. F. A. territory. The Chairman stated that at meeting at Indianapolis, Jan. 17th, 1901, it was decided by the lines from Ohio River Crossings and East St. Louis, that no change should be made in the present rates on this traffic; it being the understanding that the Chicago lines would not make any reduction in rates to C. F. A. points, or between Chicago and the Ohio Crossings. It has since developed that the Chicago lines reduced their rates to a number of points in C. F. A. territory, as shown in Chicago Freight Committee Circular T-85 effective Feb. 1st, 1901, and that the Chicago & Ohio River Committee had checked in re-

duced rates to become effective February 5th, 1901, as per joint letter from Chairman Tucker, dated Jan. 29th, File 7646. In view of the foregoing, it was

"Resolved: That the Chairman advise Chairman Tucker that this Committee deems it necessary that we have a joint conference, for the purpose of making a recheck of the pig iron, billets, etc., rates; and that we therefore recommend that joint meeting of the Ohio River and East St. Louis lines, etc., be held at Indianapolis, on Wednesday, Feb. 6th, 1901."

Meeting also considered allowance in weight account of shrinkage on inbound shipments of live stock at National Stockyards, also on outbound shipments destined to points in C. F. A. territory west of the Western Termini of Trunk Lines. Secretary reported that replies had been received from all the roads concerning their action on the subject, and the matter was tabled.

Meeting also considered expense for compiling and printing minimum basing sheet, East St. Louis to points in C. F. A. territory; and by resolution, the Chairman was instructed to proceed with the compilation and publication of minimum basing sheet, and that 2,000 copies be printed, and the expense borne equally between the roads, members of the Committee.

Meeting also considered rates on steel bolsters, East St. Louis to Western Termini and Trunk Line points.

Meeting also considered through rates and divisions on cotton-seed oil, C. L., Montgomery, Ala., via East St. Louis, to New York City, which subject was referred to the Committee by the C. F. A. for recommendation, the M. & O. having made application to the C. F. A. for reduction in through rate and divisions on this traffic authorized in C. F. A. Information No. 223-A, on account of reduced rate in effect via the Virginia gateways to New York; viz.: 31 cents all rail. After due consideration, it was decided that

the subject should be deferred until again brought up by the new owners of the M. & O. R. R.

Meeting also considered instructions to National Stockyards Co., East St. Louis, to weigh shipments of light weight range horses, mules, ponies, or colts, also to show number of animals loaded in each car; and the Chairman was instructed to write Chief Inspector Rainer asking what additional authority he needs in order to obtain the actual weight of cars of colts or ponies, etc., it being the understanding of this Committee that he has all the authority necessary to secure the actual weight of these shipments.

Meeting also considered rates on cement plaster from Texas points, East St. Louis to points on Southern Indiana Railway. Chairman submitted letter on above subject, and after consideration the following resolution was adopted:

"Resolved: That the Louisville basis be applied to the entire line of the Southern Indiana Railway on cement plaster from East St. Louis."

Meeting also considered application of Illinois Terminal R. R. to establish rates to and from Edwardsville proper via Edwardsville Crossing, the Illinois Terminal to handle the freight to and from connections at Edwardsville Crossing. Also considered application for reduction in rates on veneered, built-up, or compound wood, East St. Louis to C. F. A. and Trunk Line territory. Correspondence was submitted from the St. Louis Basket & Box Co., in which 4th class rates were requested on L. C. L. shipments of this traffic to C. F. A. and Trunk Line territory, and it was

"Resolved, That the subject be referred, without recommendation, to the Official Classification Committee, requesting Chairman Gill to advise the decision reached by that Committee."

Meeting also considered application to include screw hook hinges, cross-bars, harrow-teeth, and lag screws in list of iron and steel articles. Recommendation was made

to C. F. A. that these articles be included in the list of articles of iron and steel manufacture.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 404."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office Big Four Road, February 5th, 1901.

Members reported more or less irregularities in rates on flour, provisions, lumber, etc. Letter was read from Chairman Tucker of the C. F. A., as to the meeting at Columbus, Ohio, to check rates on cast iron pipe, etc., and members of Committee were instructed that Tucker be wired that interested roads would be represented.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 405."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held February 8th, 1901. Members all reported more or less irregularities in rates on lumber, cotton, packing-house products, dressed meats, provisions, etc., export and domestic.

Secretary presented list of rates checked in at Indianapolis meeting on the 6th inst., on pig iron, billets, etc., which were recommended to the C. F. A. for authorization. (See letter Feb. 8th, 1901, to Mr. Tucker). A. G. F. A. Becker was asked for his vote to authorize expense on Minimum Basing Sheet, as per resolution Feb. 1st, and he said he was going to Chicago to-night, and would confer with G. F. A. Keepers.

The subject of rates on clay, feldspar, etc., and weights on ponies, colts, etc., laid over until next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 406."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held Feb. 12th, 1901.

After the special meeting, the following subjects were considered:

Rates on prepared clay, ground flint and feldspar, crown filler and flint and feldspar, in the rock, East St. Louis to C. F. A. and Trunk Line territories. Resolution was adopted that the roads, members of this Committee, recommend to C. F. A. that the Information Circulars at present in effect naming rates on the above commodities to C. F. A. and Trunk Line territories, be amended so as to establish this traffic on basis of 83.33⅓% of the 6th class rate; and also recommending that rates on same basis, 83.33⅓% of the 6th class rate be authorized on clay, ground or prepared flint, etc., between all points in C. F. A. territory.

Meeting also considered minimum basing sheet or guide book for compiling rates to points in C. F. A. territory, and Chairman was instructed to discontinue work of compiling basing sheet, and to include such expenses as have been incured in the expenses of the Committee for the month of February.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 407."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the Big Four Freight Office, Feb. 12th, 1901. It was suggested by one of the members that two meetings each week took up too much time, and it was decided to hold the meetings in future once a week, on Tuesday.

Inquiries regarding the maintenance of rates developed the fact that rates on cotton, lumber, grain products, etc., were being cut by some lines, and the situation not very encouraging.

Secretary read letter of Feb. 6th, File A-13,007, from the

Chief Inspector, regarding weight on ponies, colts, etc., and after general discussion the Secretary was instructed to secure some information from G. F. A., T. H. & I. R. R., as to manner of securing weight, and report at next meeting.

Letter was read from A. G. F. A. of the Illinois Central, stating they would not participate in the expense of the minimum basing sheet on basis of resolution adopted Feb. 1st, and a resolution was adopted instructing Mr. Fraser to discontinue work of compiling the sheet, and to include the expenses in account for the month of February.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 408."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the Big Four Freight Office, February 19th, 1901. All members gave their views as to the situation, to the effect that rates on sundry commodities, both domestic and export, were not in accordance with the authorized tariff. No definite action taken.

The Secretary read letter of the 13th inst., from Chairman Tucker, regarding rates of emameling plate and steel bolsters, and it was suggested that if Mr. Tucker could arrange the matter with the T. St. L. & W. R. R., there would be no trouble in getting the Committee to give it proper attention.

The Secretary read letters from members, making inquiry regarding proper rates on various articles and animals, from Mexico, for the Pan-American Exposition; and the Chairman was instructed to issue a letter in reply thereto.

Letter was read regarding the absorption of the Mo. Pac. Ry. switching on competitive traffic to Virginia, but no action was taken, although the representative of one or

more roads stated that they did or would absorb the Mo. Pacific switching on traffic destined to points reached through the Mo. Pacific and Iron Mountain route, through the Southeast.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 409."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office of the Big Four Ry., on February 26th, 1901. The record shows that each member expressed his opinion as to the condition of affairs, and while there were some rumors or reports of irregularities, there was a marked improvement in the past few days, and apparently few contracts at less than tariff would be in effect after Feb. 28th. One contract of about twenty cars lumber, to a New England point was reported that might not be completed for thirty or sixty days. It was also agreed that each meeting of the Committee should be attended by the chief resident traffic official of each road. The Secretary read letter from the G. F. A., T. H. & I. R. R. regarding weight and number of horses, mules, range horses, ponies, etc., which was ordered submitted to members by circular letter, to be further considered at next meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 410".

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 1st, 1901. Several members not being present or represented, meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 411."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 5th,

1901. Meeting considered proportional rate on white limestone, C. L., East St. Louis to Trunk Line territory, originating at quarries in Missouri, and it was

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they establish rates on white limestone, originating at points in Missouri, C. L. minimum weight as per official classification, East St. Louis to New York 26 cents, Boston 28 cents, Philadelphia, 24 cents, and Baltimore 23 cents, and to the Western Termini points 17½ cents, per 100 lbs., effective on legal notice.

Meeting also considered application to establish sixth class rates on cleaned empty bags, second-hand, returned, and the application was referred to Official Classification Committee, without recommendation.

Meeting also considered rates on grain, C. L., East St. Louis to points on the C. I. & L. Ry. south of Greencastle. Also instructions as to the manner of ascertaining the number of animals loaded in each car and correct weight to be charged on horses, mules, ponies, colts, range horses, etc., at National Stockyards, East St. Louis; and Chairman was instructed to prepare general letter of instructions regarding the handling of horses, mules, ponies, range horses, etc., from National Stockyards and East St. Louis,—copies of letters to be furnished members and Chairman to secure vote of absent members to the proposition.

Meeting also considered rates on pig iron, billets, brooms, etc., East St. Louis to Parkersburg, W. Va., as compared with rates from Cairo and other Ohio River crossings; and by resolution, the Chairman of the C. F. A. was requested to docket this subject for consideration at the meeting of the C. F. A. on the 13th and 14th.

Meeting also considered application to include wagon boxes and skeins (iron) in list of iron and steel articles published in Committee's Special Notice No. 1059, which

application was submitted, and the individual roads recommended to the C. F. A. that above named commodities be included in list of articles of iron and steel manufacture authorized in C. F. A. tariff sheets.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 412."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office of the Big Four Railroad, March 5th, 1901. Condition of affairs discused, and reported somewhat improved, but not satisfactory; and meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 413."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held on March 8th, 1901. A letter of the 6th inst., File W 7493, from the G. F. A. Wabash, was read, regarding change in C. F. A. Information No. 461-A, "Illinois Terminal Railroad Allowance", and resolution adopted and sent chairman C. F. A. in letter of March 8th, File 3296.

As instructed at meeting of the 5th inst., the Secretary submitted draft of letter of instructions regarding C. L. shipments of horses, mules, etc., which was ordered issued, as per circular letter 11th, File 4062.

Attention was called to joint letter of the 2nd, File U-8, from G. F. A. Mo. Pacific, about rates on beauxite ore to eastern points. Letter written to the Mo. Pacific to the effect that rates from East St. Louis, 6th class, which allowed lines west $2.25 per ton out of through rate named by them, and no reason why we should make less than 6th class rate. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 414."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 12th, 1901. Record shows that having no subjects to present, members did not remain in conference.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 415."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 15th, 1901. The record shows that on account of the absence of several members, there was no regular meeting, merely informal conference meeting between the members present.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 416."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 19th, 1901. On account of the absence of several members there was no meeting. The Secretary gave notice that there would be a call issued for a regular meeting on the 29th inst.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 417."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held in the Big Four Freight Office, March 22nd, 1901. Record shows that meeting considered percentage to the Illinois Terminal R. R., and request that C. F. A. Info. 461-A and 2552 be corrected to read "On traffic between Alton", instead of "from Alton", etc.; and it was resolved that the divisions applicable to Alton may be applied between Edwardsville, via Edwardsville Crossing and eastern points, Chairman also stated that he had received letter from Chairman

Tucker advising that at C. F. A. meeting on the 14th inst., the above recommendation was not concurred in; therefore the matter was laid on the table.

Meeting also considered rates on lumber, C. L., from St. Louis proper to Trunk Line territory. Also rates on steel bolsters and enameling and black plate, C. L., East St. Louis to Western Termini points and Trunk Line territory. The matter was, by resolution, referred back to Chairman Tucker, stating that as the T., St. L. & W. R. R. were not members of this Committee, he take the matter up with the Traffic Manager of this road, and get assurance from him as to the date on which the rates referred to on steel bolsters, enameling or black plate will be cancelled, and the authorized rates made effective—the matter then to be given prompt attention by this Committee. The record shows that Mr. Tucker was attempting to get rates on this traffic cancelled.

Meeting also considered application to include wagon boxes, thimble skeins, screw hook hinges, crow bars, harrow teeth, and lag screws, in list of iron and steel articles published in this Committee's Special Notice No. 1059; and it was resolved that parties making application be advised that same was declined by C. F. A.

Meeting also considered switching charges or belt line rates on cars known as "Idlers". Joint letter on above subject was received from the Chairman of the C. F. A., dated March 15th, 1901, File 7693, saying that question has arisen as to whether cars known as "idlers", which is a car that bears no part of the load, but is put on as a kind of pilot, etc., should be considered as a loaded car in the payment of switching or belt line rates, where such rates are fixed at so much per loaded car; and asking information as to what the practice was at East St. Louis and points in Eastbound Committee territory; and matter was ordered submitted to members by circular letter.

Meeting also considered rate on sulphide of ore, in bulk, released to $10.00 per ton, C. L., East St. Louis to Pittsburg, as against rate of 12½ cents from Chicago, as authorized in C. F. A. Information No. 2729. Chairman submitted letter from G. F. A. Santa Fe Road, in which he requested to be advised what rate would apply from East St. Louis, in view of rate from Chicago, as per above named C. F. A. circular; and Chairman was instructed, by resolution, to write the G. F. A. Santa Fe, naming rate now in effect from East St. Louis.

Meeting also considered rates and divisions on hides, dry in bundles and bales, and wool, C. L., named in Mo. Pacific tariff No. I. S. 9152, and division sheet No. 1 thereto.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 418."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office of the Big Four Ry., on March 22nd, 1901. Record shows that Secretary repeated what was said at last meeting, regarding vacation desired by Chief Clerk Reynolds, in consequence of ill health; and after all the subjects on the docket had been disposed of, the Secretary did not remain for the conference.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 419."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 26th, 1901, in the office of the Big Four road. Statements made by members present indicated irregularities in the rate situation, some of which were satisfactorily explained.

The Secretary read letter from Chief Inspector Rainer regarding rates on lumber, and he was ordered to file papers without reply.

Secretary also read letter of the 25th, File F-336, from Chairman Tucker, regarding cancellation of unauthorized rates on steel bolsters, etc., and was instructed to answer that the Committee declined to take any further action on the subject until the terms of resolution adopted March 22nd are complied with.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 420."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held March 29th, 1901. On account of absence of members, no conference was held, and meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 421."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held April 5th, 1901. Record simply shows that Secretary did not remain during the conference meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 422."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the office of the B. & O. S. W. R. R., April 9th, 1901. Record shows conference indicated very strongly that some lines were not adhering to tariff. Export was most affected, but there was also some irregularities on domestic traffic.

Letter of the 4th, File 7920, from Chairman of the C. F. A., regarding provision rate of 30 cents per 100 lbs. East St. Louis to Baltimore, all rail, via a Virginia line, was read, and the Secretary was instructed to write Mr. Tucker suggesting that, as the Virginia line rates are controlled by Messrs. Fitzgerald, Broaddus and Lewis, Fast Freight

Line managers, it would, no doubt, have more effect if Mr. Tucker took up the subject with the parties named.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 423."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the General Freight Office B. & O. S. W. R. R., April 12th, 1901. The record shows letters were read and action taken as below:

From Mo. Pacific, for rate on imported mahogany squared logs, Indianapolis, Ind. Advised rating 5th class, as per Official Classification, 13½ cents for woods of value.

Letter from Chairman Tucker, ½ cent deducted by Illinois Central R. R. at East St. Louis on cotton. Advised that no authority or warrant for M. & O. switching charge to be allowed out of rate from East St. Louis, etc.

Also letter from Chairman Tucker, in regard to shipments of horses and mules to the Virghinias. Advised that Information No. 95, April 5th, 1899, should be cancelled, and Official Classification rules govern on shipments to the Virginias as well as to Trunk Line points.

Also letter from Chairman Tucker, regarding pig iron, billets, etc., basis to Parkersburg, W. Va. Advised by B. & O. S. W. that basis provided in C. F. A. tariff is as high rates as can be maintained.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 424."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 15th, 1901.

Meeting considered switching and reconsignment rules and charges to govern on C. L. shipments, at St. Louis and East St. Louis, submitted by local agents; and Chairman

was instructed to advise Mr. Taylor that the proposed agreement, as submitted by Mr. Creveling, is satisfactory to the roads members of this Committee. This agreement provides for uniform charge for switching and reconsignments at St. Louis and East St. Louis.

The matter of switching charges or belt line rates on cars known as "idlers" was submitted, and the Chairman instructed to advise Mr. Tucker that the roads, members of this Committee, make no charges on these cars known as "idlers" other than as provided for in Official Classification.

Meeting also considered rates on clay and silica, C. L., East St. Louis to Chicago and Michigan points, when from points on the M. & O. R. R. Chairman read letter from a member regarding rates on this traffic, relative to establishing uniform divisions to apply via East St. Louis lines: By resolution, the Committee decided that the members would not accept less than the local rates on this traffic from East St. Louis, and that the M. & O. be advised accordingly.

Meeting also considered rates on pig iron, billets, blooms, etc., East St. Louis to Parkersburg, W. Va. The above subject was considered at meeting of March 5th, 1901, and referred to C. F. A.; and at meeting of that Association, March 14th, rates were authorized to Parkersburg on pig iron $2.40, billets, etc., $2.75 per gross ton, as per Information No. 2744. Chairman read letter from Mr. Tucker, dated April 1st, in which he requested this Committee to reconsider the subject, with the view of establishing same rate to Parkersburg as authorized to Wheeling; and, by resolution, Chairman was instructed to send copy of Mr. Tucker's letter to Mr. Orr, requesting that the B. & O. S. W. advise their position regarding this matter.

Meeting also considered application for reduction in rates on enameled brick, C. L., East St. Louis to C. F. A.

and Trunk Line territorries. Letter from a shipper was read, making application that same rates be applied on enameled brick, C. L., as are at present in effect on pressed brick from East St. Louis to C. F. A. and Trunk Line territory. After consideration, it was, by resolution, decided, that the individual roads, members of this Committee, recommend to the C. F. A. that they authorize rates on enameled brick on same basis as are at present in effect on pressed brick from East St. Louis to C. F. A. and Trunk Line territory.

Meeting also considered application for reduction in rate on manganese ore, C. L., from Pacific Coast points, East St. Louis to Pittsburg, as against rate via Chicago. The Chairman was instructed to advise A. G. F. A. Mo. Pacific Ry. that the lowest rate the roads members of this Committee could accept on this traffic east of East St. Louis, is their division of the through rate of 75 cents to Pittsburg; that is, 13.8 per 100 lbs. Subject was laid on the table, and meeting adjourned.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 425."

Plaintiff offers in evidence record of special meeting, held in the Big Four freight office, April 16th, 1901. Record shows letters were read and action taken as follows:

Letter from Chief Inspector, April 12th, File A-12785, relating to shipments consolidated into carloads; and Secretary was instructed to send copy to resident members.

Letter from the Chairman of the C. F. A., April 9th, File 7943, regarding absorption of switching charges on American Cotton Company shipments, was read again, and it was

"Resolved, That the roads, members of this Committee, hereby agree that no concession will be made covering the charges for switching on cotton from the warehouses of

the American Cotton Co. at East St. Louis, provided all of the East St. Louis roads agree to the same. The Chairman to secure the vote of roads not represented."

All members present voted in the affirmative; and letter was written on the 17th to Messrs. Campbell, Keane, Lindsay and Fitzgerald for their vote.

Reports indicated generally that the rate situation was far from satisfactory. Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 426."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the Big Four office, April 19th, 1901. Letters were read and action taken as follows:

From A. G. F. A. Holliday, April 17th, regarding rate on alumina. Advised that Official Classification, L. C. L. 4th, C. L. 5th, would apply.

Letter from S. B. Knight, April 17th, and letter of the 13th, from Missouri Pacific, regarding rate on "Guayale", a shrub. Additional information requested in letter of 19th to Missouri Pacific.

Letter from Chairman C. F. A., containing request for rate on enameled brick, declined Advice Letter G-109, and applicant informed by letter.

Letter from A. G. F. A. Holliday, regarding rate on crude sulphur, St. Louis to New York, same basis as westbound.

Letter from Chief Inspector, April 16th, concerning rate on lumber from St. Louis, billed at proportional rate. Letter written on 19th to G. F. A., C. P. & St. L., and copy sent to Chief Inspector.

Meeting adjourned.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 427."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held April 25th, 1901. The record shows that the subject of absorbing switching on cotton from American Cotton Company's warehouses, East St. Louis, on which resolution was adopted on 16th inst., was further considered today, and Chairman Fraser was instructed to ascertain whether any other than the Wiggins Ferry Co. tracks reached the said warehouses, and if so which ones, and to report at next meeting.

The subject of circular letter of April 20th, File 3208-A, regarding rates on pig lead and spelter was considered, and it was decided by the Committee that no change would be made, for the present at least, and that same rates from East St. Louis would be charged as heretofore on both pig lead and spelter, until otherwise agreed. Question to be further considered if raised by Chairman C. F. A.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 428."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held in the Freight Office of the Big Four Railway, April 26th, 1901. Record shows that Secretary received a letter, dated 26th, signed W. D. Holliday, as Chairman of Sub-committee, requesting information, by weeks, regarding tonnage carried, etc., by all roads in May. Attention of members was called to the fact that their request was not in accord with instructions from Executive Officers, as they stated in substance that their request would be approved if submitted, the figures asked for will be furnished.

Statements made by members indicated general improvement in rate situation, and good prospects for the future.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 429".

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held April 30th, 1901. Application for membership by the Illinois Terminal Railroad was declined. Reports as to maintenance of rates indicated much improvement; in fact, rates in very good shape.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 430."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 5th, 1901. Letters were read and action taken as follows:

From Mo. Pacific Railway, April 13th and 30th, and May 2nd, File X-13, rate on gu[illegible]yale, C. L., East St. Louis to Cleveland; notified would protect 4th class (25 cents) on experimental shipments, if advised before forwarding, and consider lower rate later.

Letter from Chairman Tucker, April 26th, File F-984, requesting that information No. 529-A and 2794, Special Notice No. 1070-1071, rates on white limestone, East St. Louis to Western Termini and the East, be cancelled. Answered that under certain circumstances, as explained, etc., Committee recommended cancellation at once.

Members reported rate situation improving daily.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 431".

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 7th, 1901. Members present reported rate conditions generally improving.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 432."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held on May 10th, 1901. The subject of switching on cotton at East St. Louis, considered April 23rd, was under consideration again today, and it was agreed by the Committee, also the T. St. L. & W., M. & O., L. & N., and Mo. Pacific-Iron Mountain, that the charge for switching, all of which was performed by the Wiggins Ferry Co., should be in addition to the rate from East St. Louis, effective May 15th. (See signed letter to agents, etc.)

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 433."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 22nd, 1901. D. F. A. Keane stated that he was notified by T. M. Whitney that the T. St. L. & W. would not be a party to Joint Notice No. VI, May 10th, 1901, switching on cotton from St. Louis Cotton Compress Co.'s warehouse in East St. Louis, and he wished his signature to the agreement cancelled.

The roll was called to ascertain whether members of the Committee would re-affirm and maintain agreement above, regardless of the action of the T. St. L. & W., and all members present voted in the affirmative.

D. F. A. Keane stated that he would attend meeting of the Committee, and co-operate with them in maintenance of rates, etc., but the T. St. L. & W. were not prepared to become regular members and furnish copies of billing, etc., needed in the preparation of statistics.

Attention was called to Special Notice No. 1049, Dec. 1st, 1900, grain and grain products to some C. F. A. points being higher than present basis to Western Termini; and it was decided that a reissue of No. 1049 was not advisable at this time. Any rates higher than authorized to Western

Termini could be reduced under the intermediate rate clause.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 434."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 24th, 1901. G. F. A. Bushnell voted in the affirmative with the Committee to not pay switching on cotton from St. Louis Cotton Compress Co. warehouse, East St. Louis.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 435."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 28th, 1901. Attention was called to B. & O. S. W. Supplement No. 3 to I. C. C. No. 2600, having restored rate on lumber to Columbia City, effective May 30th. Resolution adopted to restore on all lines, effective June 10th, was communicated to all resident members by circular letter this date.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 436."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held May 31st, 1901. Letter of the 27th inst., File A-7596, from Chief Inspector Rainer was read, regarding irregularities in rates on lumber, and specific information requested regarding shipments since April 23rd.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 437."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, as follows:

At meeting held April 12th, 1901, letter was read from Chairman Tucker of the C. F. A., dated April 8th, calling attention to Official Classification ruling on horses, mules, ponies, and colts, as conflicting with Information No. 95-A, asking whether the St. Louis lines desire the latter continued: and it was resolved that the Chairman C. F. A. be requested to cancel Information No. 95-A, quoting rates covering shipments of horses and mules to points in the Virginias; thus leaving Official Classification rules to govern on shipments to the Virginias, same as to Trunk Line territory.

At meeting held April 19th, 1901, application was considered for reduction in rates on enameled brick, C. L., East St. Louis to C. F. A. and Trunk Line territory. This subject was previously considered at meeting April 5th, and recommendation of Committee sent to Chairman C. F. A. in letter of same date. Application was submitted to C. F. A. roads by Advice Letter G-78 and declined, as stated in Advice Letter G-109. The party making application was advised by letter April 19th that C. F. A. and Trunk Line roads interested individually decided not to authorize the reduced rates asked for

At meeting of April 30th, 1901, Committee considered proportional rates on white limestone, C. L., East St. Louis to Trunk Line and Western Termini points, originating at quarries in Missouri, and it was

"Resolved, That in view of the statement made by Chairman Tucker in his letter of April 26th, 1901, File F-984, as to the bad effect the rates named in Information No. 529-A and 2794 are likely to have on rates from other points, this Committee recommends that the above mentioned Information numbers be cancelled at once." This was communicated to Chairman Tucker, in letter of the 8rd.

At meeting of May 10th, 1901, Committee considered

switching charges from St. Louis Cotton Compress Company warehouse at East St. Louis, and it was

"Resolved, That the roads, members of this Committee, hereby agree that no concession will be made covering the charge for switching on cotton from the warehouse of the St. Louis Cotton Compress Co., at East St. Louis, destined to C. F. A. or Trunk Line territory, or for export, but the charge for this service shall be in addition to the rate from East St. Louis, effective May 15th."

Meeting May 10th also considered proportional rate on lumber to Flint, Michigan. Letter from a member was read, making application for rate of 12 cents, and it was resolved that the individual roads, members of this Committee, recommend to the C F. A. that they authorize a proportional rate on lumber, etc., C. L., East St. Louis to Flint, Mich., of 12 cents per 100 lbs. Letter of the 18th, File 8086, from Chairman C. F. A., states that the subject was considered at meeting on the 16th, and the roads interested individually advise that application be declined.

At meeting May 28th, 1901, Committee considered rate on iron pyrites, or sulphur ore, to C. F. A. points., and it was

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A., that they authorize a rate on iron pyrites, or sulphur ore, C. L., minimum 15 gross ton, East St. Louis to Buffalo, N. Y., and Pittsburg, Pa., $2.70 per ton 2,240 lbs; Toledo, Ohio, Detroit and Ypsilanti, Mich., $2.20 per ton 2,240 lbs; Cleveland, Ohio, $2.30 per ton 2,240 lbs.; Port Huron, Mich., $2.50 per ton 2,240 lbs.; Carrolton or West Carrolton, Montgomery Co., Ohio, $2.00 per ton 2.240 lbs."

Meeting also considered restoration of rate on lumber to Columbia City, Indiana. and it was

"Resolved, That, effective June 10th, all roads who have published or quoted a less rate than 11 cents per 100 lbs.

on lumber, C. L., East St. Louis to Columbia City, Ind., restore same to the regular basis (11 cents)."

Meeting of May 31st, 1901, considered application for East St. Louis rates to apply as proportional rates between East Cape Girardeau and C. F. A. and Trunk Line points. A letter from Chairman Tucker was read; and after due consideration of the subject it was resolved that the application to establish between East Cape Girardeau and C. F. A. points and Trunk Line territory the same rates as in effect to and from East St. Louis, be declined.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 438."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 4th, 1901.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 439."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 7th, 1901. Meeting considered application for 4th class rating, C. L., minimum 20,000 lbs., on sheep pelts, dry compressed in bales, from west of the Mississippi River; and it was recommended that present rating be continued.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 440."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 11th, 1901. The following resolution was adopted:

"Resolved, By the St. Louis Eastbound Freight Committee that it is their unanimous opinion that the same rates on hollow-brick and building tile from East St. Louis should be made eastbound as applies westbound, and the

attached papers be referred to Chairman Tucker, with the request that the subject be docketed for consideration at meeting tomorrow (Letter 11th to Chairman Tucker, File 4102.)

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 441."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 14th, 1901. Tabulated list of proportional tariffs requested at meeting on the 11th, was submitted, and laid over until regular meeting.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 442."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 21st, 1901. Answers received from members to circular letter of the 13th, File 3206, divisions on traffic from Cairo via M. & O., etc., all replies being to the effect that only the authorized divisions were allowed; the T. H. & I. gave notice that they would give instructions to the same effect.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 443."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held June 25th, 1901. As instructed at meeting of the 11th, list of proportional rates submitted, and it was resolved that a committee of three be appointed by Chairman Fraser to formulate a uniform rule governing the application of proportional rates from East St. Louis on traffic through the St. Louis gateway.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 444."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee on dates named below, issued June 29th 1901.

At meeting on June 7th, 1901, Committee considered rate on sheep pelts, dry, compressed in bales, C. L., minimum 20,000 lbs., from west of Mississippi River; and it was recommended that no change be made in the present rating on this traffic, for the reason that if a reduction was made on the basis proposed, it would seriously affect local interests.

Meeting also considered proper divisions on traffic from the South, via Cairo, also from Cairo proper, via East St. Louis. This subject was brought up by correspondence with Chief Inspector. Papers referred to T. H. & I. R. R. for investigation and report at next meeting.

As instructed at the meeting on the 11th, circular letter was issued, as follows:

"To the members of the Freight Committee,

Gentlemen: According to this Committee's Special Notice No. 437, and Joint Committee Freight Circular No. 1029, in connection with this Committee's Special Notice No. 446, the M. & O., and the St. L. I. M. & So. roads are allotted a percentage proportion of the rates from Cairo, without minimum. It is, however, claimed that some of the roads, members of this Committee, are not adhering strictly to the authorized divisions; and at meeting of 11th it was

'Resolved, That the Chairman be instructed to address a communication to each member of the Committee, asking as to whether or not they have been and are now allowing the St. L. I. M. & So. or the M. & O. R. R.'s a minimum of 3 cents per 100 lbs. on lumber, or any other traffic, destined to Western Termini and points east thereof.'

Please favor me with a specific answer to the above, and at the same time state whether you will agree to be gov-

erned by the authorized percentage divisions on this traffic, provided all roads members of the Committee will agree to the proposition, effective on date to be named later. Prompt reply requested."

Replies received from all roads to the effect that the authorized divisions were being maintained, were read at meeting on 21st, and subject tabled. Chairman wrote Chief Inspector accordingly.

At meeting June 11th, 1901, it was

"Resolved, That all roads, members of the Eastbound Freight Committee, hereby agree to decline to accept a guarantee of individual shippers on shipments of fruits, vegetables, etc., coming from connecting lines, and will receive same only as through shipments delivered by connecting lines, charges being guaranteed by the delivering lines; but will accept shippers guarantee on shipments from St. Louis or East St. Louis proper, without back charges other than bridge and transfer."

At meeting of June 18th, Committee considered rate on alumina, C. L., East St. Louis to Western Termini, and it was

"Resolved, That the Committee cannot consistently recommend any lower rating on alumina than is provided for in the Official Classification, viz: 5th class, C. L., at present 22½ cents per 100 lbs., East St. Louis to Buffalo. This makes rate $5.04 per ton 2,240 lbs. on alumina, against rate of $2.75 per ton on beauxite ore. The value of alumina being about four times greater than beauxite, the present rating is considered proper."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 445."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 12th, 1901. The Chairman was instructed to write a letter

to the traffic office of each of the Western and Southwestern roads, as follows:

"As instructed at a meeting of the Committee today, and in behalf of the Eastbound roads, you are hereby notified that, effective at once, full published tariff rates and divisions will be demanded from the east bank of the Mississippi River on all traffic, regardless of point of origin, destined to C. F. A. and Trunk Line territories, or for export."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 446."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held July 15th, 1901. Mr. R. A. Campbell was requested to communicate with the managers of the Virginia Lines, calling attention to the fact that the representative of the Cumberland Gap Despatch and the Kanawha Despatch have not received any instructions about reporting to this Committee each day the export rates made by the Virginia lines from Mississippi and Missouri River points, and report result at meeting 19th.

Representatives of the packing-houses were not present as requested, and therefore could not be notified collectively as to rates for future

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 447."

Plaintiff offers in evidence record or special meeting of the St. Louis Eastbound Freight Committee, held July 23rd, 1901. Subjects were considered as follows:

Unauthorized Commodities in list of articles taking lumber rates. Chairman to ask all roads for copy or tariff in effect, and subject to be considered later.

Rate on kornwood kindling. Chairman to confer with

President Sanger, if he can use rates based on 17½ cents, Chicago to New York, to ask C. F. A. to authorize.

Weighing horses at Stockyards, asked for by Chief Inspector. Subject laid over until October meeting.

Request for concessions on shipments to Exposition and Fair Association. Recommended to C. F. A. by letter.

Request for rate on magazines and newspapers to seaboard cities, in line with Chicago. Recommended to C. F. A. by letter.

The T. St. L. & W. R. R. not to be notified of meetings, or furnished with any information of circulars other than sent to all roads not members of the Committee.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 448."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 31st, 1901.

Meeting considered application for rate on kornwood kindling, and it was

"Resolved, That it is the sense of this Committee that a commodity rate on the basis of 15 cents per cwt. from Chicago to New York be established on kornwood kindling, in carloads, minimum weight 50,000 lbs. per car; usual differentials to apply to other seaboard points and to Western Termini points."

Meeting also considered instructions as to the manner of ascertaining the number of horses loaded in each car, and the correct weight to be charged on horses, etc., at National Stockyards, East St Louis, Ill. This subject was considered at meeting March 5th, and circular letter, dated March 11th, issued which stated, among other things, that all cars must be weighed when loaded with horses, mules, ponies, colts, range horses, etc., destined to C. F. A. and Trunk Line points, and be billed at actual weight (minimum 20,000 lbs. per car) when animals weigh not exceed-

ing 750 lbs. per head. If the weight is more than 750 lbs. per head, they must be billed, when not exceeding twenty animals to a car, at minimum of 20,000 lbs., each additional animal in excess of twenty to be charged for at rate of 1,000 lbs., as per Official Classification, except on shipments to the Virginias. When for points in the Virginias, 25 head may be loaded and billed at minimum of 20,000, any excess weight over the minimum on the 25 head to be charged for at the established rate per 100 lbs., each additional animal over 25 to be charged for at weight of 1,000 lbs. per head, as per C. F. A. Information No. 95, April 15th, 1899, this Committee's Special Notice No. 779."

Meeting also considered rates on magazines and newspapers, returned, and the following resolution was passed:

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they establish rates on magazines and newspapers, returned, from East St. Louis to New York, Boston, Philadelphia and Baltimore, on basis Chicago to New York, L. C. L., 35 cents; C. L., minimum 30,000 lbs., 30 cents, per 100 lbs."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 449."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 2nd, 1901. Meeting considered rates on grain and grain products to C. F. A. points. This subject was last considered at meeting May 22nd, and at that time it was decided not to re-issue Special Notice No. 1049, as any rates higher than authorized to Western Termini could be reduced under the intermediate rate clause.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 450."

Plaintiff offers in evidence record of special meeting of

the St. Louis Eastbound Freight Committee, held August 9th, 1901.

Letter from Chairman Tucker, regarding flour rates, was read, and reply of the 8th confirmed.

Letter of the 6th, File A, from Chairman Tucker, regarding maintenance rates, etc., was read; also letter written 9th to the effect that representative L. H. & St. L. attend meetings and co-operated with the Committee, while the contrary is the case with the T. St. L. & W.

Letter of the 6th, File A-14041, from Chief Inspector, was read, regarding use of proper rates (Special Notice No. 955) on wool from St. Louis proper. Letter answered matter referred to sub-committee for consideration and report.

Meeting considered rates on meats, dressed, C. L. Attention was called to Special Notice No. 1066, March 25th, 1901, meats, dressed, C. L., to some C. F. A. points being higher than present rates to Western Termini, and it was resolved that a re-issue of Special Notice No. 1066 is not necessary nor advisable at this time. Any rate that is higher than authorized to Western Termini can be reduced under intermediate rate clause.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 451."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 16th, 1901. Committee requested commodity report, August 1st to 16th inclusive, of traffic via T. St. L. & W., and tonnage totals each road same period, deferred.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 452."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August

21st, 1901. Request for commodity report, 1st to 16th inclusive, traffic handled by Committee roads, similar to re-report, made of T. St. L. & W. traffic same period, to be furnished Tuesday, the 27th, or sooner.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 453."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 23rd, 1901. Committee requested commodity statement be prepared in time for meeting 26th from T. St. L. & W. billing reported since the statement dated 20th was compiled, each member to have two copies.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 454."

Plaintiff offers in evidence record of regular meetings of the St. Louis Eastbound Freight Committee, as follows:

At meeting August 9th, Committee considered rates on meats, dressed, C. L., and it was resolved that a re-issue of Special Notice No. 1066 is not necessary nor advisable at this time; any rate that is higher than authorized to the Western Termini can be reduced under the intermediate rate clause.

At meeting of August 16th, 1901, Committee considered application for rate on kornwood kindling, and it was

"Resolved, That it is the sense of this Committee that a commodity rate be established on a basis of 17½ cents per cwt. on kornwood kindling, C. L., minimum 50,000 lbs., from Chicago to New York, usual differentials to apply to other Trunk Line and Western Termini points.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 455."

Plaintiff offers in evidence record of regular meetings

of the St. Louis Eastbound Freight Committee, on the dates named below:

At meeting September 10th, Committee considered reduced rates on stone, East St Louis to eastern points, when from Hot Springs, Ark., and it was

"Resolved, That the St. Louis Eastbound roads do not desire to equalize the rate on stone from Hot Springs, Ark., via East St. Louis, to Manlius, N. Y., and Littleton, N. H., as against divisions in effect via Memphis routes, but to apply tariff rates on this traffic."

Meeting September 24th, 1901, considered rate on shot, C. L., East St. Louis to eastern points; and it was resolved that application for reduction in rate on shot, C. L. cannot be favorably considered at this time, and the subject was tabled.

Meeting September 20th, 1901, considered proposed percents between eastern cities and Cairo, Ill also Mississippi Valley points, via East St. Louis, submitted by M. & O. R. R. After careful consideration of the subject, action was taken as follows:

"Recommended, to the general meeting of the St Louis Eastbound Freight Committee, the following report for adoption:

Whereas, the M. & O. Railroad having submitted to several members of this Committee, propositions for divisions, the Railway Companies to whom such propositions were submitted agree to reply to the M. & O. in harmony with the following resolution:

Resolved, That a copy of Special Notice No. 437 be furnished the M. & O., with the advice that the divisions shown therein will be required on all traffic via East St. Louis; further,

Resolved, That copies of Circular No. 1646, as amended, Joint Committee, and Circular No. 1702, Joint Committee, be likewise furnished to the M. & O., with the information

that the proportions shown in said issues south of Cairo will be accorded said Company, the proportions remaining north of Cairo as shown in Circulars No. 1646, as amended, and No. 1702, being sub-divided in accordance with Special Notice No. 437; It is further

Resolved, That a record of this action be made by the issuance by the St. Louis Eastbound Freight Committee of Special Notice setting forth the division basis above outlined."

Meeting held September 24th, 1901, considered request for change in clause "B" Rule 8, Official Classification. This subject was submitted by a member, with copy of resolution adopted by the Central Association of Railroad Officers, at meeting St. Clair Springs, Mich., July 23rd, 24th, 1901, as follows:

"Now be it Resolved, That the Central Association of Railroad Officers present to the various Classification Committees, a request for a change in clause "B", Rule No. 8, of the Official Classification, which will legally empower the railroads to decline to furnish labor to assist in handling C. L. freight when taken at a rate less than L. C. L. rate, either in yard or freight houses."

After consideration by the members of this Committee, it was

"Resolved, That the request of the Central Association of Railroad Officers for a change in Clause "B", Rule No. 8 of the Official Classification, be referred to the C. F. A. for consideration and action at their meeting which has been called for October 1st and 2nd."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 456."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, on the dates named below:

At the meeting held October 4th, 1901, Committee considered rate on shot, East St. Louis to eastern points. This subject was previously considered Sept. 24th, and was brought up again today, and after due consideration it was

"Resolved, That the St. Louis Eastbound Freight Committee recommend to the Official Classification Committee that the classification on shot, in bags, N. O. S., C. L., minimum weight 30,000 lbs., be reduced to 6th class."

Meeting held October 8th, 1901, considered rates on steel bolsters and enameling and black plate, C. L., East St. Louis to Western Termini points and Trunk Line territory. This subject was last considered March 22nd, 1901, and it was

"Resolved, That it is the sense of this Committee that the rates now in effect cannot be withdrawn."

Meeting held October 11th, 1901, considered application of proportional rates from East St. Louis on traffic through St. Louis gateway. The report of the Special Committee was this date received, adopted, and ordered transmitted to the Chairman C. F. A., as follows:

"Your Committee appointed for the purpose of considering the question of proportional tariffs from East St. Louis, beg to leave to submit the following:

Whereas, The authorized commodity proportional tariffs, covering traffic through the East St. Louis gateway, have become so numerous, and are in many cases on such a complicated and ambiguous basis that they are a continued and serious menace to the maintenance of rates locally from St. Louis and East St. Louis; and

Whereas, Many of these tariffs are maintained in consequence of similar tariffs in effect through other Mississippi River crossings, Ohio River crossings, and Chicago, your Committee, therefore

Recommends, That all commodity proportional tariffs from Chicago, Mississippi River and Ohio River crossings be cancelled, and that a meeting of the several Committees

interested be called, with the view of effecting that result, or of establishing such rates as may be deemed necessary, on a pro-rate basis, the same to be covered by the publication of through tariffs showing specific divisions East and west and north and south of the respective gateways."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 457."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, on the dates named below, issued October 31st, 1901:

At meeting held October 18th, 1901, Committee considered application to establish lower rating on empty bags, second-hand, returned, and it was

"Resolved, That the application be referred to the Official Classification Committee, without recommendation, requesting Chairman Gill to advise decision reached."

Meeting held October 22nd, 1901, considered application of proportional rates from East St. Louis, on traffic through the St. Louis gateway, and it was

"Resolved, That Chairman Tucker be advised that it is the desire of the Committee to have the report of our Special Committee, which was endorsed by this Committee, taken up by the various Committees interested, in joint meeting, as was originally suggested."

Meeting also considered proportional rates on fruit and vegetables, authorized in C. F. A. Information No. 2595, Special Notice No. 1066, being used on shipments from Mexico and Pacific Coast territory, and it was

"Resolved, That Chairman Tucker be advised that we have no information to that effect, and if he has any specific information, to let us have it."

Meeting also considered rate on steel bolsters, enameling and black plate, C. L., East St. Louis to Western Termini and Trunk Line territory. The above was last considered

at meeting 8th (See proceedings 12th,) and brought up again by letter 12th, File F-336, from Chairman C. F. A., requesting reasons why rates cannot be withdrawn; and Chairman was instructed to reply "That the Wabash is not prepared to cancel the rate on black plate."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 458."

Plaintiff offers in evidence record of regular meetings of the St. Louis Eastbound Freight Committee, on the dates named below, issued Nov. 16th, 1901.

At meeting held November 5th, 1901, Committee considered application to establish lower rate on empty bags, second-hand, returned, and it was resolved that the subject be tabled.

Meeting held November 12th, 1901, considered rate on pig lead and spelter, C. L., East St. Louis to Zanesville, Ohio, and it was recommended that the C. F. A. authorize rate from East St. Louis to Zanesville, Ohio, of 13 cents per 100 lbs., on pig lead and spelter, C. L.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 459".

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, issued December 7th, 1901.

Meeting held November 26th, 1901, considered divisions on lumber, etc., from Northern Missisippi, Tennessee and Kentucky, to Western Termini, and East, and it was

"Resolved, That the request of the M. & O. R. R. for divisions on lumber, staves and heading, C. L., from stations on their line in Northern Mississippi, Tennessee and Kentucky, to the Western Termini or Trunk Lines, and east thereof, via Cairo and East St. Louis, be referred to the Chairman of the C. F. A. for necessary consideration and action."

Meeting held December 3rd, 1901, considered rate on phosphate rock from Arkansas, East St. Louis to C. F. A. points, and it was

"Resolved, That the C. F. A. be requested to authorize proportional rates on phosphate rock, crude and ground, C. L., minimum weight 18 gross tons, East St. Louis to C. F. A. points, in line with rates authorized in Information No. 1854, as amended by Information No. 2106; viz.: 20 cents per ton less than in effect from Cairo, Ill."

Meeting held December 3rd, 1901, also considered discrepancies in lumber rates from East St. Louis to C. F. A. points, and it was

"Resolved, That the Chairman call a meeting of the Rate Clerks, in the Committee Rooms, Thursday, December 5th, to check for errors, omissions, etc., in lumber rates, East St. Louis to C. F. A. points, as between the St. Louis Eastbound Freight Committee Joint Tariff No. 110 and Amendment No. 6, and the individual issues of the several roads. The representatives of each road to bring with him a copy of their tariff, and all amendments, now in effect.

At meeting held December 6th, 1901, an examination of the tariffs was made,and it was agreed between the representatives of the Big Four and Illinois Central roads that rates from Cairo, Ill., to the above named points, would be made 2 cents per 100 lbs. higher, effective January 1st, 1902; and it was

"Resolved, That the change in rates on lumber recommended by the Rate Clerks be published as an Amendment to the tariffs of the individual lines, and that such amendments be placed in the hands of Chairman Fraser for distribution, when all such tariffs are amended, and that copies of same be sent by Chairman Fraser to each individual road."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 460".

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, issued December 31st, 1901, meeting held December 27th, 1901, considered division of rates on cotton linters, south and north of Ohio and Mississippi Rivers. Joint letter, 20th, File 8688, was read as follows:

"By J. T. A. Circular No. 1709, of July 15th, 1898, certain through rates based on Southern Classifications are authorized from various Southern points east of the Western Termini of the Trunk Lines, and said through rates are divided on percentages. It seems in some cases the proportions accruing north of the Ohio River of the through rates referred to result in lower earnings on cotton linters than would be allowed north of the Ohio River in case the rates and divisions as per C. F. A. Information No. 312-A (Cotton tariff and Division Sheet No. 1) are applied.

The question of whether the lines north of the Ohio River should accept their proportions of through rates named in J. T. A. Circular No. 1709, or demand proportions based on Information No. 312, was considered by C. F. A. lines at meeting yesterday, and it was unanimously recommended that rates and divisions in latter circular should govern, irrespective of what the percentages proportion of through rates in J. T. A. Circular No. 1709 allow.

These facts are communicated to you for the reason that recently some shipments were handled via Ohio River gateways, and roads south thereof billed shipments based upon through rates in J. T. A. Circular No. 1709, instead of rates and divisions in Information No. 312-A.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 461".

At this point, the further hearing of testimony in this case is adjourned until Monday, November 26th, 1906, then

to be resumed, in the office of Special Commissioner, Hon. R. E. Rombauer, at 10:30 o'clock A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 26th, 1906.

Met, pursuant to adjournment as above, on Monday morning, November 26th, 1906, at half past ten o'clock, in the office of Special Commissioner, Hon. R. E. Rombauer, Roe Building, St. Louis, Missouri.

Present parties as before.

The following proceedings were had:

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the following dates:

At meeting held January 3rd, 1902, it was

"Resolved, That we recommend to the C. F. A. that a carload rating be established on cotton, minimum 40,000 lbs., on basis of 25 per cent less than the rate on cotton in less than carload, from Mississippi River and Ohio River crossings to New York, with usual differentials to other points, which are at present 5 cents on Boston Rate points, 2 cents on Philadelphia, and 3 cents on Baltimore."

At meeting held January 14th, 1902, it was

"Resolved, That the Chairman call a meeting of the Rate Clerks, in the Committee Rooms, to check for errors, omissions, etc., in rates on iron and steel articles or commodities, including cast iron pipe, East St. Louis to C. F. A. points, as between the St. Louis Eastbound Freight Committee Joint Tariff No. 116 and Amendment No. 1, and the individual issues of the several roads. The representative of each road to bring with him a copy of their tariff and all amendments now in effect."

Meeting also considered rates on crude phosphate rock from Arkansas, East St. Louis and Indianapolis, and it was

"Resolved, That the C. F. A. be requested to authorize a proportional rate on crude phosphate rock, in bulk, C. L., minimum 18 gross ton, $1.30 per gross ton, East St. Louis to Indianapolis, Ind., in line with rates authorized by C. F. A. Information No. 3097."

Meeting also considered instructions as to the manner of ascertaining number of animals loaded in each car, and correct weight to be charged on horses, ponies, mules, etc.; and it was

"Resolved, That the Chairman be instructed to correspond with the National Stockyards people, notifying them that unless they furnish the railroads with the actual weight, all shipments of horses, mules, ponies, colts, etc., will be billed at estimate weights, as per Official Classification, which may be in excess of the actual weight."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 462".

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the following dates:

Meeting held February 4th, 1902, considered divisions named in Special Notice No. 437, applying via Illinois Central R. R., and the subject was referred to the C. F. A., with request that it be placed before the special committee on per cents with all Illinois lines.

Meeting also considered rates on crude phosphate rock from Arkansas, East St. Louis to Indianapolis, Ind., and by resolution, the Chairman was instructed to take up the question with the lines on which this phosphate rock originates, to ascertain the present tariff rates from the mines to Mississippi River crossings, including Thebes, Gale, East Cape Girardeau and East St. Louis; and also the rates in

effect from Mt. Pleasant district to Ohio River crossings; so as to secure a comparison of rates from producing districts to C. F. A. points.

Meeting also considered proper rating to apply on bulk meats, when destined to Virginia cities, and by resolution the subject was referred to the Chairman C. F. A. for submission to the Committee on Rules and Regulations.

Meeting also considered rates on iron pyrites or sulphur ore to Indianapolis, and the following resolution was passed:

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize rate on iron pyrites or sulphur ore, C. L., minimum weight 20 gross ton, East St. Louis to Indianapolis, Ind., $1.55 per gross ton of 2,240 lbs."

Meeting also considered rates on iron and steel articles, including cast iron pipe; and also had laid before the Committee the report of the Rate Clerks, who met in Mr. Fraser's office, Jan. 23rd, 1902; and on said report Committee adopted the following resolution:

"Resolved, That the report of the Rate Clerks be adopted, and that the Chairman notify the individual members by circular letter."

The record contains notation stating that this report was issued to members by Circular Letter, Feb. 5th, Fraser's file No 4121."

Meeting held February 17th, 1902, considered letter which was read from a member concerning absorbing switching to and from the St. Louis Car Wheel Company, and the following resolution was passed:

"Resolved, That, inasmuch as the Wabash give their assurance that they will not absorb switching to or from the St. Louis Car Wheel Company, or any other industry located jointly on the Missouri Pacific or Wabash tracks, on

traffic to or from points east of the Misissippi River, that it will not be proper to absorb Missouri Pacific switching."

Meeting also considered rate on acetylene generators, and, by resolution, instructed the Chairman to refer this subject to the Official Classification Committee for rating.

Meeting also considered the rate on crude oil, East St. Louis to Pittsburg, and Chairman read letter from member requesting that same rate apply eastbound as in effect westbound; that is, 24½ cents; and it was resolved that the application be declined.

Meeting also considered instructions as to the manner of ascertaining number of animals loaded in each car, and correct weigth to be charged.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 463".

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 4th, 1902. Meeting considered rates on green salted hides, and it was

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize rate on green salted hides, C. L., minimum weight 30,000 lbs., from East St. Louis to Grand Haven, Holland, Muskegon, and White Hall, Mich., of 14 cents per 100 lbs., in line with rates from Chicago, shown in Information No. 3177."

Meeting also considered rate on dry hides, and it was

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize rate on dry hides, C. L., minimum weight 16,000 lbs., from East St. Louis to Grand Haven, Holland, Muskegon, and White Hall, Mich., of 23 cents per 100 lbs., in line with rates from Chicago, shown in Information No. 3177."

Meeting also considered rate on asphalt, and it was

"Resolved, That the individual roads, members of this

Committee, recommend to the C. F. A. that they authorize rate on Asphalt, C. L., minimum weight as per Official Classification, from East St. Louis to all points in C. F. A. territory, on basis of 90 per cent of the 6th class rates, in line with rates now in effect from Chicago, as shown in Information No. 3178."

Meeting also considered rate on fruit jars and glass bottles, and the following resolution was adopted:

"Resolved, That the individual roads, members of this Committee, recommend to the C. F. A. that they authorize a rate on fruit jars and glass bottles, C. L., minimum weight as per Official Classification, from East St. Louis to Indianapolis, Ind., 11 cents, and to Terre Haute, Ind., 8 cents, per 100 lbs., in line with Information No. 3131, which names rates asked for westbound from Indiana Gas Belt and Terre Haute to East St. Louis."

Meeting also considered rate on sublimed lead, and it was

"Resolved, That it is the sense of this Committee that the sublimed lead rate, as published by the Wabash R. R., be authorized by the Central Committee to remain in effect as long as the pig lead tariff of 25 cents from Kansas City is in effect."

Meeting also considered application of proportional rates, and it was

"Resolved, That no proportional rates shall be used locally on traffic from St. Louis or East St. Louis, except when authorized by the Central Committee or the C. F. A., and that the application of proportional rates be restricted to traffic from the territories from which they are to apply, as per C. F. A. authorities."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 464".

Plaintiff offers in evidence record of meetings of the St.

Louis Eastbound Freight Committee, held on the following dates:

Meeting held March 21st, 1902, considered the matter of switching at East St. Louis, and directed that a letter be sent to the representatives of each road, member of this Committee, and of other roads named in the Schedule of Switching Charges No. 2, effective March 10th, 1900, requesting that the Chairman be advised of all additions and changes that should be made in the schedule, to make it correct to date.

The next meeting was held March 11th, 1902, and the record shows that the Chairman, having compiled Switching Schedule No. 3, submitted proof copy, and was directed by resolution to send to the Local Freight Agents' Association proof copies of Schedule No. 3, requesting careful examination, and notation in ink of any change necessary to correct the Schedule to date; and asking that the report of the Local Freight Agents bear the signature of the agent of each road represented.

The next meeting was held March 14th, 1902, and the record shows that the roads considered class rates to Circleville, Ohio, and the following resolution was passed:

"Resolved, That the Chairman be instructed to correct Basing Sheet No. 8, placing Circleville on the Group "R" basis."

Record shows that circular letter, dated March 14th, Fraser's file 3217, was sent to all members, suggesting that they correct minimum basing sheets and traiffs in accordance with above resolution making rate to Circleville, Ohio, same as Chillicothe and Columbus, Ohio.

The next meeting was March 21st, 1902, and the Committee considered rate on scrap iron, C. L., East St. Louis, to Terre Haute, Ind.; and by resolution requested Chairman Tucker of the C. F. A. to take up with the C. & E. I. R. R. the question of rate on scrap iron, from Chicago to

Terre Haute, of $1.00 per gross ton, with a view to having same withdrawn, because a continuance of the rate would necessarily result in permanent reduction of rates on similar traffic, not only from East St. Louis to Terre Haute, but other points beyond.

Meeting also considered rate on petroleum, crude, in tank cars, and letter was read requesting rates from East St. Louis to C. F. A. and Trunk Line points. After discussion of the matter, resolution was passed that the subject be tabled.

Meeting also considered rates on salted meats and packing-house products, C. L. The record shows that at meeting of February 14th, letter from members was submitted, calling attention to changes in rates from East St. Louis to C. F. A. points, necessary to equalize rates via East St. Louis gateway; and that, as instructed, said letter was issued by circular letter dated Feb. 14th, Fraser's file 4107. On February 17th, subject was referred to Rate Clerks for recommendation, and on February 22nd letter was received from Chairman C. F. A., File 8866, referring to the discrepancies. And on February 26th, Rate Clerks' Report was prepared, and finally considered by the Committee at meeting March 11th; and at this meeting (March 21st), by resolution, the matter was referred back to Mr. Tucker, Chairman C. F. A., with the suggestion that he have prepared a statement showing rates through the various gateways to the points affected, to the end that a joint meeting of interested Committees, including the Chicago & Ohio River Committee, the Peoria Committee, the Chicago Committee, the St. Louis Committee, and the St. Louis-Cincinnati-Louisville Freight Committee, be held, for the consideration of joint action on this subject.

Meeting adjourned.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 465".

Plaintiff offers in evidence records of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below:

Meeting held on April 1st, 1902, considered rate on cotton and cotton linters to Madison, Indiana, and it was

"Resolved, That this Committee recommend to the C. F. A. that the rate on cotton, East St. Louis to Madison, Ind., be made same as rate on this commodity, East St. Louis to Cincinnati, Louisville, etc., published in St. Louis-Cincinnati Freight Committee Joint Tariff No. I. C. C. B-27."

Meeting held April 4th, 1902, considered request for commodity rate on tripoli. Chairman read letter from a shipper requesting rate to Trunk Line Territory on basis of 23 cents, East St. Louis to New York, and it was resolved that the applicant be advised that the request was declined.

Meeting held April 11th, 1902, considered rate on green salted hides to Cheboygan, Michigan. Chairman read letter from member requesting rate from East St. Louis to Cheboygan, in line with rate from Chicago (See C. F. A. Information No. 3236), and it was

"Resolved, That this Committee recommend to the C. F. A. that the rate on green salted hides, C. L., minimum weight as per Official Classification, be authorized from East St. Louis to Cheboygan, Mich., 20 cents per 100 lbs."

Meeting held April 4th, 1902, considered issuing bills of lading at National Stockyards. This subject was brought up by a member, and is was

"Resolved, That the Chairman address a letter to the members of this Committee, asking for information as to whether their representative at the National Stockyards signed bills of lading for both live stock and dead freight shipped from the National Stockyards, and report at next meeting of this Committee.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 466".

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, issued April 30th, 1902.

The first meeting was held on April 1st, 1902, and Committee considered rate on scrap iron to various C. F. A. points, and Chairman read letter from a member regarding the present rate on scrap iron to Terre Haute of $1.00 per gross ton, and it was recommended, by resolution, "That the C. F. A. authorize rates on scrap iron, C. L., minimum weight as per official classification, from East St. Louis to Indianapolis, Ind., $1.15 per gross ton; same to Anderson, Ind., Muncie, Ind., and Marion, Ind., $1.35 per gross ton." Note on record also shows that C. F. A. declined to accede to this proposition at their meeting in April.

Meeting held on April 18th, 1902, considered first the classification of "Ixtle." Chairman read letter from a shipper claiming that the classification of this product should not be any higher than on hemp or sisal, and it was recommended that the subject be referred to the Official Classification Committee, without recommendation.

Meeting also considered the subject of rates on rice, New Orleans to C. F. A. points, via East St. Louis. Chairman read letter from the Chairman C. F. A., and he was instructed to issue circular letter giving copy of the correspondence, as follows:

"St. Louis, Mo., April 11, 1902.
4141

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—The following letter from a member was considered at meeting to-day:

'Will you kindly advise me if there is any legislation which would prohibit our accepting the same proportion east of East St. Louis on shipments of rice from New Orleans, La., via the Iron Mountain R. R., as we receive when shipments come by lines on the east side of the river?'

There was considerable discussion, and some members were of the opinion that the same divisions should apply on traffic from New Orleans via East St. Louis and I. M. & So. as apply from lines east of the River; and it was

Resolved, That the subject be referred to Chairman C. F. A. to get his views as to what divisions should apply on this traffic.

Will you kindly advise me if there are any published authorized divisions on traffic from New Orleans, via East St. Louis to C. F. A. points?

Yours respectfully,

(Signed) R. M. Fraser,
Chairman."

"Chicago, April 16, 1902.
9240

Mr. R. M. Fraser, Chairman St. Louis Eastbound Frt. Committee, St. Louis, Mo.:

Dear Sir:—In reply to your favor of the 11th inst., File 4141, relative to proper proportions applicable east of East St. Louis on shipments of rice from New Orleans proper, forwarded via the Iron Mountain Railroad, would state that it seems there is no legislation of this Association authorizing any basis for dividing rates from New Orleans via East St. Louis to C. F. A. points; and, furthermore, that the percentages applicable via the Ohio River crossings were arranged between the individual roads interested. Presume, therefore, that the lines through East St. Louis might individually arrange percentages for dividing through rates, providing the conditions under which the traffic is handled through East St. Louis are in every case identical to those prevailing through Ohio River crossings.

In connection with this particular matter, would respectfully call your attention to Information No. 1408, dated March 27th, 1899, which relates to rates on traffic from

points west of New Orleans. Particular care should, of course, be taken that the provisions of this circular are in every case carried out, for it may be that the traffic which it is proposed to forward via East St. Louis may not originate at New Orleans, but at points west thereof, and if so, full local rates should be charged from East St. Louis.

Yours very truly,

(Signed) J. F. Tucker,
Chairman."

Record contains notation to the effect that above was issued April 21st, as Circular Letter No. X.

Meeting also considered rate on pig lead and spelter to Cleveland, Toledo, etc. Letter was read from General Traffic Manager Whitney of the Clover Leaf Road, and after due consideration all lines interested individually recommended the establishment of rate 10½ cents per 100 lbs., C. L., on pig lead and spelter, East St. Louis to Cleveland, Columbus, Dayton, Piqua and Toledo, Ohio, Detroit, Mich., and Muncie, Ind.; rates to be made effective the earliest possible date, and to expire with the rail and lake rates.

Meeting held April 25th, 1902, considered matter of marking packages delivered to railroads for transportation. Circular letter on the subject was read, containing rules adopted by C. F. A. and Trunk Line roads, and it was recommended that the rules contained in the above Information be adopted.

Meeting also considered proper rating to apply on bulk meats, when destined to Virginia cities; and, after consideration, this subject was tabled.

Meeting also considered rate on mill cinder, C. L., to Wellston, Jackson and Ironton, Ohio, from East St. Louis, and it was recommended, by resolution, to the C. F. A. that rate of $1.55 per ton on mill cinder, minimum weight 20 gross ton, unless capacity of car be less, in which case ca-

pacity of car is to be the minimum weight, be authorized East St. Louis to Wellston, Jackson and Ironton, Ohio.

Meeting held April 4th, 1902, considered application of rates in Joint Tariff No. 117 on export traffic. Chairman read letter from Auditor Smith of the Interstate Commerce Commission, as follows:

"Washington, April 1st, 1902.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Frt. Committee, St. Louis, Mo.:

Dear Sir:—Are not the rates to seaboard cities named in Joint Tariff No. 117, I. C. C., No. A-68, intended to apply on traffic for export as well as for domestic use? If so, please issue amendment to the tariff making provision to that effect, in compliance with the order of the Commission, dated March 8th, 1888, copy of which will be found printed on page 21 of the pamphlet 'Method of Carriers,' etc.

Respectfully yours,

(Signed) J. M. Smith,
Auditor."

This letter was sent members in Circular Letter No. V, April 4th.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 467."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, issued May 15th, 1902.

Meeting held May 2nd, 1902, considered rate on crude barytes ore to Western Termini points, and it was

"Recommended, That the C. F. A. authorize rate on crude barytes ore, C. L., minimum weight as per Official Classification, East St. Louis to Western Termini points, 15½ cents per 100 lbs., the same rate as authorized in Information No. 3103 on barytes."

At the same meeting, May 2nd, Chairman read the following report of Special Committee:

"Whereas, Information Circular No. 1878 bears clause prohibiting the pro-rating of the authorized proportional rates on lumber from Cairo to C. F. A. territory via East St. Louis, Ill., while the Information Circular referred to restricts the pro-rating of these rates via East St. Louis, the fact remains that this action is not restricted via otner Illinois junctions, such as Mattoon, Decatur, Tolona, Shelbyville, St. Elmo, Ridgefarm, Ramsey, Effingham, etc.; and,

Whereas, It is a known fact that most of the lines leading from East St. Louis have established divisions with the Mobile & Ohio Railroad to and from Cairo, via East St. Louis, as well as to and from Cairo, via the Illinois Central Railroad, via certain Illinois junctions, as mentioned above; and,

Whereas, The restricting clause in Information Circular No. 1878 thus closes the East St. Louis gateway; and,

Whereas, The authorized proportional rates from Cairo to Trunk Line territory are pro-rated on authorized divisions via East St. Louis; and,

Whereas, We are unable to find any reason existing at the present time for the maintenance of these restrictions in the pro-rating of these authorized rates from Cairo to C. F. A. territory via East St. Louis; be it

Resolved, That it is the sense of this Committee that the restricting clause in Information Circular No. 1878, to which reference has been given, should be cancelled, leaving it permissible to pro-rate said rates through East St. Louis, Illinois;

It is Further Recommended: That this proposition be submitted to Chairman Tucker for vote by Advice Letter."

Meeting held May 13th, 1902, considered rate on hardwood lumber to Trunk Line territory. Chairman read letter

from a shipper, regarding through rates from West Mississippi River via Memphis and Cairo via East St. Louis; and it was recommended that the subject be tabled.

Meeting also considered switching to and from industries located on Wabash Railroad at St. Louis, Mo.

Referring to Proceedings May 19th, 1899, and February 28th, 1902, Chairman reported having received the following letter from A. G. F. A. Wabash, which was transmitted to members in Circular Letter No. XVIII, May 9th:

"St. Louis, May 8th, 1902.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Frt. Com., Union Station, St. Louis, Mo.:

Dear Sir:—Supplementing previous corresondence concerning absorption of switching charges in St. Louis: this is to advise that, effective May 15th, Wabash Tariff No. 16504 will be amended to read: 'Switching between the yards of the Wabash Railroad Company on the Union Depot Line between 22nd Street and Euclid Avenue, as shown on page 2 of this tariff, will be $5.00 per car.'

As previously advised, all Wabash switching in St. Louis will be absorbed by the Wabash Railroad Company when we receive a haul on such shipments east of East St. Louis.

Yours very truly,

(Signed) P. W. Coyle."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 468."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, and issued under date of May 31st, 1902.

Meeting held May 23rd, 1902, considered lake and rail rates on flour for export from Southwest Missouri points vs. Minneapolis. Chairman read letter from member submitting joint letter to several of the members from G. F. A.

Mo. Pacific Ry., calling attention to discrepancies between rates Southwest Missouri points and those from Minneapolis. After consideration, it was moved that the subject be laid on the table.

Meeting also considered rates on pig lead, etc., to Akron and Canton, Ohio. Chairman read letter from member, and it was recommended that the rate to Akron and Canton, Ohio, on pig lead, spelter, etc., be made 10½ cents per 100 lbs., that being the rate in effect to Cleveland, and subject to cancellation with other lake and rail rates.

Meeting held May 30th, 1902, considered minimum weight on potatoes to C. F. A. points. Chairman read letter from shipper, and it was "recommended to the C. F. A. that 24,000 lbs. minimum be established on fresh and green potatoes, during the months of June, July, August and September, and that a letter vote be taken on the proposition, so that action may be taken in time to give us and the shippers relief for this year."

Meeting also considered Official Classification basis to apply to bulk meats to points north of Staunton, Norfolk, etc. Chairman read letter of the 24th, File 6237, from Chairman C. F. A., enclosing letter from Chicago Committee on the above subject containing resolution as follows:

"Resolved, That, effective June 9th, 1902, Chicago initial lines agree to restore to Official Classification basis the rate on bulk meats to all points north of Staunton, Basic City, Charlottsville, Richmond, and Norfolk, and that Chairman Tucker request the St. Louis Committee to take similar action, and advise result."

Meeting also considered application for reduced rate on hay to Indianapolis, Ind. Chairman read letter from a shipper, and it was recommended that the application be declined.

Meeting also considered application for reduced rate on scrap paper, C. L., from East St. Louis to Vincennes, Ind.

Chairman read letter from member, and it was recommended that this Committee decline to recommend rate of 6 cents per 100 lbs. on scrap paper, C. L., East St. Louis to Vincennes, Ind.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 469."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, on the dates named below, issued June 16th, 1902.

Meeting held June 6th, 1902, considered division of rate on cotton-seed oil from Alexandria, La., via Iron Mountain and East St. Louis to Trunk Line territory. Chairman read letter from member regarding proper disivions to apply on this traffic, and it was

"Resolved, That the Chairman advise the member that it is the understanding of the Committee that the regularly authorized rates from East St. Louis be applied on this traffic, as Alexandria, La., is not a pro-rating point."

Meeting also considered application for reduced rate on white lead, red lead, litharge, Babbitt metal, etc., C. L. Chairman read letter from a member, and after consideration of the subject, it was "recommended to the C. F. A. that they authorize a commodity rate same as 6th class to C. F. A. points, on straight or mixed carloads, minimum weight 40,000 lbs., of white lead, in oil, casks, barrels, etc.; white lead, dry, in casks, barrels, etc.; read lead, litharge, Babbitt metal, in boxes; solder; lead pipe, on reels, completely enclosed and slatted; also in barrels; lead bar, coil and sheet, in boxes or casks; lead traps in barrels, and glazier's lead."

Meeting also considered application for reduced rate on scrap paper, carload, East St. Louis to Vincennes, Ind. This subject was considered at meeting May 30th, and was declined. A member again made application, and after con-

siderable discussion, it was recommended to the C. F. A. "That rate of 6 cents per 100 lbs., C. L., minimum as per Official Classification, be established East St. Louis to Vincennes, Indiana."

Meeting also considered rates on bulk salted meats and packing-house products, C. L., from Missouri River points to C. F. A. territory. This subject was last considered at meeting February 22nd, and referred to the C. F. A., and was brought up by letter from Chairman Tucker, dated May 14th, File 8866-A, submitting figures, and at the same time suggesting that as rates will be advanced from Missouri River, effective July 1st, it was not necessary to take further action towards equalizing present rates. After due consideration of the subject, it was resolved that the subject be tabled, and Mr. Tucker advised accordingly.

Meeting held June 13th, 1902, considered rate on pyrites screenings or sulphur ore, East St. Louis to Cleveland, Ohio. Chairmen read letter from a member stating that the through rate from Pueblo, Colo., to Chicago, is $4.00 per net ton, and Chicago to Cleveland is $1.50, making through rate of $5.50. The rate from Pueblo to East St. Louis is $3.50, and in order to make the same through rate, it was

"Recommended, That the C. F. A. authorize a rate of $2.00 per net ton of pyrites screenings or sulphide ore, minimum marked capacity of car, from East St. Louis to Cleveland, Ohio, in line with C. F. A. Information No. 3398, naming rate from Chicago of $1.50 per net ton on pyrites screenings."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 470."

Plaintiff offers in evidence record of meetings of the St. Louis Eastbound Freight Committee, held on the dates named below, issued June 30th, 1902.

Meeting held on June 20th, 1902, considered request for

rate on mineral wool for export. A member submitted request for rate on basis of 23 cents per 100 lbs, East St. Louis to New York; and it was recommended that the Chairman notify the applicant that the reduction could not be made.

Meeting also considered proper rating to apply on chicken feed. Chairman read letter from a shipper, submitted by a member, and it was moved: "That inasmuch as a sample of Chamberlain's Chicken Feed has been submitted to this Committee, and in its judgment same is entitled to 5th class rate, L. C. L. shipments, it being composed of elevator cleanings, wheat, oats, rye and other grain, with 2 per cent oyster shells added, and not being medicated in any manner, and shipped in sacks of 100 lbs. exclusively, that the Chairman of this Committee instruct the Inspector accordingly to not set it up to rates on prepared poultry food, in packages.

Meeting held June 27th, 1902, considered rates on wool from west of the Mississippi River. At meeting May 30th, the Chairman read letter of May 29th, File H-67, from Chairman C. F. A., on the proposition to change Information No. 692-A on wool, originating at points beyond the Mississippi River, making Rule 5-C to not apply. After discussion, it was recommended "That the subject be referred to a Committee of three, and that the L. H. & St. L. Ry. be a member of that Committee, to give us recommendation as to what shall be the action of the Committee." At meeting to-day the Sub-committee reported that the subject be tabled, and it was moved: "That the report of the Sub-committee be accepted, the Committee discharged, and that their action be the action of this Committee."

Meeting held June 27th, 1902, also considered the application of the Terminal Railroad Association of St. Louis, and the St. Louis Merchants' Bridge Terminal Railroad, for membership.

At meeting May 30th, letter from Mr. J. L. Penney, Commercial Agent, was read, and it was recommended: "That the application of the Terminal Railroad Association for membership in this Committee be received and placed in the hands of a Committee of three, to formulate conditions under whch they shall participate with this Committee as a member."

At the meeting of June 6th, the Special Committee reported as follows:

"Your Committee, appointed at meeting of May 30th to consider application of Terminal Railroad Association for membership in this Committee, beg to submit the following report:

We recommend that they be admitted to membership with the understanding—

First. That the Terminal Railroad Association shall not be entitled to a vote in the Committee on questions that affect rates, classification or per cents of lines, members of the Committee.

Second. It is further understood that unless specifically agreed to by the Committee, the Terminal Railroad Association shall not be furnished with the statistics of the Committee, nor shall the Terminal Railroad Association be required to furnish statistics to this Committee.

Third. That as plan for participating in expenses of the Committee, the following basis be employed: Take average expense per month charged to line carrying lowest tonnage for one year, say from May 1st, 1901, to May 1st, 1902, and establish this amount as an arbitrary fixed charge per month for the Terminal Railroad Association. This amount to be deducted as an arbitrary charge, and charged to the Terminal Railroad Association, before pro-rating the expenses on present basis."

And it was

"Resolved, That the report of the Special Committee be received, adopted, and the Committee discharged."

Following was also adopted:

"I move you that the Chairman advise Mr. Penney of the acceptance of his application, under the conditions outlined in report of the Special Committee, and invite the Terminal Railroad Association to be represented at future meetings."

Letter was written on June 7th to Mr. Penney, and reply received as follows:

"I desire to inform you that this company will accept membership based on the conditions incorporated in your letter of June 7th, and thank you for courtesy that has been extended."

Above exhibit, consisting or seven pages, is marked "Plaintiff's Exhibit Fraser No. 471."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 11th, 1902. Meeting considered the subject of lumber from the West, via East St. Louis, to Trunk Line Territory. This was last considered at meeting June 6th, and tabled. It was brought up again by letter of the 5th inst., File 9279, from Chairman C. F. A., and it was

"Resolved, That the Chairman take the subject up with the Iron Mountain, with the view to having tariffs established in line with suggestions made by the Central Committee."

Meeting also considered glass sand rates, East St. Louis to C. F. A. territory. Letters were read from a member and the Chairman C. F. A., regarding rates on this traffic, and it was moved, "That it is the sense of this Committee

that we cannot at this time consistently advance the rates from East St. Louis to the Indiana Gas Belt points, etc.

Meeting also considered proper rating to apply on chicken feed. This was last considered at meeting June 27th, and was brought up again by letter of the 5th, File 9568, from Chairman C. F. A., which was read, and after due consideration it was resolved that the subject be tabled."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 472."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 18th, 1902.

Record shows meeting considered export rates via Virginia and Gulf ports. This matter was brought up by receipt of proceedings of conference in Chicago, July 2nd, and letter from Chairman C. F. A. referring to the St. L. Eastbound Frt. Committee resolutions adopted at said meeting regarding traffic from St. Louis and the Missouri River. Record also shows that an effort was being made to secure conference meeting in St. Louis on July 22nd, with the Missouri River lines; and, in order that the St. Louis lines would know what they were going to do, it was moved, "That our position at the proposed meeting on the 22nd or subsequent date be outlined in resolution adopted at Chicago meeting, which is as follows:

Resolved, That the lines leading east and south from St. Louis and East St. Louis, and through those points, individually state that, effective July 14th, 1902, they will maintain the authorized all-rail rates on all export traffic, with the understanding that the differential via the Gulf Ports of Mobile, Pensacola and New Orleans shall be, as an experiment on export flour for sixty days, not to exceed 2 cents per 100 lbs., exports flour rates to be 13½ cents per 100 lbs., East St. Louis to Newport News and Norfolk to all foreign ports except Glasgow, on which port roads to New

port News and Norfolk will maintain the authorized all-rail tariff rates in effect to Baltimore."

In the discussion of the above subject, the Chairman read replies received from several members, which included reply from the L. & N. R. R. to the effect that they were not enough interested to attend the meeting; exception was taken to Mr. Goodwyn's letter, and the Chairman was instructed to communicate with him, notifying him that the L. & N. was an important factor in the export situation at St. Louis and Missouri River via Gulf Ports, particularly Pensacola, and it was the sense of the committee that the L. & N. should be represented at the proposed meeting.

Chairman was instructed to request members to reply by wire as to whether or not they will attend meeting on the 22nd, if called.

Meeting also considered changes in minimum basing book No. 9. This subject was considered at meeting of the 11th, and referred to meeting of Rate Clerks on the 15th, and their report was adopted, recommending that amendment be issued to Minimum Basing Book No. 9, making certain-named corrections to points in Indiana, Pennsylvania and Michigan.

Meeting also considered rate on horses and mules to Marion, Indiana, and recommended, "That rate of 25 cents per 100 lbs. be authorized on horses and mules, C. L., minimum weight as per Official Classification, from East St. Louis to Marion, Grant County, Indiana."

Meeting also considered rate on provisions, East St. Louis to Michigan and Ohio points. This subject had been heretofore considered, and referred to meeting of Rate Clerks on July 15th; report of the Rate Clerks was received, and the matter laid over until next meeting, or until such time as the Wabash representative is present.

Meeting also considered rate on grain to Toledo, Detroit, etc. At meeting of July 11th, Chairman was instructed to

ascertain the Clover Leaf's reason for establishing a proportional rate of 6 cents per 100 lbs. on grain to Toledo, and whether it will be withdrawn. The record shows that letter was written to Division Freight Agent, and reply received 12th by phone to the effect that in consequence of through rate from Missouri River to Toledo, via the Wabash, of 12 cents, rate in effect via Chicago in connection with the Nickel Plate and other lines to Toledo, Fostoria, etc., also a through rate issued by the C. & A. from Kansas City in connection with the Nickel Plate to Fostoria of 12 cents, and via the L. E. & W. to Fostoria of 12 cents, it was necessary for the Clover Leaf to maintain a 6-cent rate from East St. Louis in connection with the rate to East St. Louis, in order to be in line with the tariffs in effect mentioned above.

Meeting also considered rate on bones, in carloads. Attention was called to C. F. A. Information No. 3516, July 7th, continuing reduced rate until December 31st, 1902, from Chicago to Detroit, 7½ cents per 100 lbs—25 per cent less than 6th class. Resolution was adopted that in view of the fact that a rate of 7½ cents per 100 lbs. on commodity above mentioned, Chicago to Detroit, had been promulgated by C. F. A. Information No. 3516, it was the sense of the St. L. Eastbound Frt. Committee that the rates through and from this gateway on this commodity should be put in line, and they asked that C. F. A. issue information promulgating the following rates. East St. Louis to Detroit, Toledo and Columbus, 11 cents per 100 lbs.; to Cleveland and Sandusky, 12 cents; to Dayton and Cincinnati, 9 cents; and to Indianapolis, 8 cents.

The following resolution was also adopted:

"Resolved, That it is the sense of the members of this Committee that when commodity rates are established from Chicago to points in C. F. A. territory on traffic competitive with that originating at or passing through St. Louis or East

St. Louis, that they may individually establish rates from East St. Louis to points in such territory on a corresponding basis."

A note in the record shows that the rates above are 25 per cent less than 6th class.

Meeting also considered proportional rates on moulding sand. Chairman read letter of the 12th from Chairman C. F. A., on proposition to eliminate from C. F. A. Information No. 3472, authority for moulding sand rates from East St. Louis; and by resolution the Committee declared that in their judgment no change should be made in rate on above commodity.

Meeting also considered rate and divisions on traffic from M. & O. Illinois stations to C. F. A. points. Letter was read from a member regarding sweet potato rates, also correspondence, and previous action of the Committee. The representatives of the roads individually stated that they desired to reaffirm the action of February 10th, 1899, as follows:

"Resolved, That it is the sense of the St. Louis Eastbound Roads that if the M. & O. will designate the through rates they are willing to publish on all commodities from all points on their St. Louis Division, to C. F. A., and Trunk Line territory, via East St. Louis, and show basis of divisions desired, the St. Louis Eastbound roads will give same due consideration."

Meeting also considered Official Classification rating on dry sheep pelts vs. dry hides, carload lots, and the matter was laid over until the next meeting.

Meeting also considered the question of lumber from M. J. & K. C. R. R. Chairman read letter from a member and District Inspector, and it was resolved that the subject be tabled.

Meeting also considered rates on lumber from Pacific Coast points to Trunk Line territory. Chairman read letter

of the 15th, File 7330, from Chairman C. F. A., addressed to Messrs. Fraser and McCann; and the subject was laid over until the next meeting. Chairman was instructed to secure information as to what the rates are from Pacific Coast to East St. Louis, Peoria, and Chicago, prior to next meeting.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 473".

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 25th, 1902:

Meeting considered rate on lumber from the West via East St. Louis to Trunk Line territory. Record shows correspondence between Chairman St. Louis Eastbound Frt. Committee and G. F. A. Lincoln of the Missouri-Pacific, and states that conclusions will be advised by letter, which will be submitted to Committee at first meeting in September.

Meeting also considered rates and divisions on traffic from M. & O. Illinois stations. In accordance with meeting July 18th, matter was submitted to interested lines for their personal signature, as to division on traffic. Result to be reported at next meeting.

Letter from member was read as to Official Classification on dry sheep pelts vs. dry hides, C. L., and the matter was referred, without recommendation, to the Classification Committe, for consideration.

Meeting also considered rate on lumber from Pacific Coast points to Trunk Line territory; and Chairman reported that since the meeting of July 18th letters were received from Chairman C. F. A. to the effect that it is the intention of the Pacific Coast lines to restore through rate of 75 cents from California terminals to Trunk Line territory. This disposed of the matter, for the present, at least, and it was, therefore, tabled.

Meeting also considered rates on provisions, East St. Louis to Michigan and Ohio points, and it was laid over in consequence of the Wabash representative not being present, until the first meeting in September.

Meeting also considered rates and divisions on cotton factory products, Arkansas Midland stations to Trunk Line Territory. Chairman submitted letter of July 23rd from a member requesting reconsideration of the above subject. After discussion, the Chairman was instructed to write A. G. F. A. Mo. Pacific, naming mileages to New York, Boston, Philadelphia and Baltimore, as per Special Notice No. 437, stating that this Committee is willing to submit proposition to C. F. A. on the basis of pro-rating the regular Helena rates from Helena, Ark.

Meeting also considered rate on peaches to Trunk Line territory; also minimum weight on potatoes, and deferred action thereon until the first meeting in September.

Meeting also considered minimum weight on wool to Trunk line territory. Joint Letter, July 24th, File X-9-A 62,210, from A. G. F. A. Mo. Pacific Ry.-Iron Mountain Ry., regarding rate on wool from Lake Charles, La., to Philadelphia and Boston, was read and considered, and by resolution the subject was deferred until the next meeting, and Chairman was instructed to take up the subject with parties to whom A. G. F. A. Mo. Pacific letter is addressed, with the view to finding out what replies were made to the Mo. Pacific.

Meeting also considered the matter of minimum basing book, and letter was read, dated July 24th, from Chairman Thompkins of the St. Louis Traffic Bureau, requesting copy of Minimum Basing Book No. 9, and Chairman was instructed, by resolution, to furnish the St. Louis Traffic Bureau with same.

Meeting also considered rate on grain to Toledo, Detroit, etc. Chairman read letter, July 24th, File Info, No. 2542,

from Chairman C. F. A., requesting instructions as to what reply to make to Chairman C. F. A., and was instructed by Wabash representative to advise Mr. Tucker that the Wabash is maintaining present rate on grain, because they are obliged to do so by their competitors.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 474."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held August 1st, 1902. Meeting considered absorbtion of switching at East St. Louis. Chairman read letter, July 28th, from A. G. F. A. Wabash R. R., submitting letter July 26th, File M-280, from G. F. A. C. & A. Ry.; and Chairman was instructed to reply to A. G. F. A. Wabash R. R. by simply referring him to the resolution as it stands to-day (See Proceedings No. X, June 30, 1902).

Meeting also considered letters received from the C. B. & Q., Chief Inspector, and C. & G. W., regarding cancellation of tariffs. Chairman read letter of July 24th, File H E B, from the Freight Traffic Manager of the C. B. & Q., regarding cancellation of tariff on live stock; and after consideration, Chairman was instructed to reply to Mr. Miller that, as the Chairman is not to issue any more Joint Tariffs, he was instructed by the Committee to cancel those in effect; that the rates will be issued from the Chairman's office in Special Notice Form, but that these are only furnished to members of the Committee.

Chairman also read letter of July 25th, File A-16236, from Chief Inspector, submitting copy of letter July 23rd from A. G. F. A. C. G. & W. R. R., regarding cancellation of Joint Tariffs of the St. Louis Eastbound Freight Committee, and Chairman was instructed to reply to Mr. Rainer that the Committee has decided that no more Joint Tariffs should be issued; and, further, that it is not within the

province of this Committee to say what rates shall apply from Upper Mississippi River crosings, and refer him to Chairman Tucker for information.

Meeting also considered request for copy of Committee Proceedings, in letter from G. F. A., L. & N. R. R., dated July 30th, File 230496, and Chairman was instructed to answer Mr. Goodwyn that, under the legislation of this Committee, it is not within the province of the Chairman to comply with his request (See Proceedings No. X, June 30th, and No. XI, July 11th).

Meeting also considered rates on Exhibits for St. Louis Fair. Chairman read letter of July 26th from the St. Louis Fair Asociation, and it was recommended that they be granted the same concessions as last year. Recommendation to the C. F. A. to be the same as referred to, with the exception that St. Louis Exposition and Music Hall Association be eliminated. The following note is to appear on Special Notice issued by the Chairman regarding above subject:

"Note: The Terminal Railroad Association and Merchants' Bridge Terminal Railway advise that they will apply the same ruling on traffic handled by them."

Meeting also considered the matter of the St. Louis Cotton Compress Company, and Chairman was instructed, by resolution, to furnish three copies of letter from Sec'y. St. Louis Cotton Compress Co., July 30th, to the resident members of this Committee, with the view of considering the subject further at next meeting.

Meeting also considered rates on cotton-seed oil, Montgomery, Ala., via East St. Louis, to Eastern cities. This subject was considered June 20th, and Chairman was requested to urge reply from Chairman C. F. A. to letter June 20th, File 4033.

Meeting also considered rates and divisions on traffic from M. & O. Illinois stations. Chairman stated that this subject had been considered at last meeting, and as in-

structed he had endeavored to secure signatures to letter prepared at that meeting, but that he had been unable to see A. G. F. A. C. & A. Ry., and that Mr. Keane of the Clover Leaf had referred the matter to Mr. Whitney, who advised that he was opposed to signing a paper of that character. After further consideration, the Chairman was instructed to write the Clover Leaf, requesting information as to whether they would give the M. & O. R. R. individual notice in line with action taken at meeting of the 25th as to the question of division on traffic.

Meeting also considered rates and divisions on wool, from Lake Charles, La., etc. Chairman stated this subject was considered at last meeting, July 25th, and, as instructed, he had taken up the matter with parties to whom A. G. F. A. Mo. Pacific Ry. letter was addressed, and had received replies which were read; and, by resolution, it was made a matter of record, and declared to be the sense of the St. Louis Eastbound Freight Committee that nothing less than the authorized rates should be applied on wool from Lake Charles, La.; and the Chairman was instructed to notify the Mo. Pacific-Iron Mountain Ry. accordingly.

Meeting also considered rate on fire brick, C. L., East St. Louis to Altoona, etc. The following letter from a member was read:

"We desire to make application for rates on fire brick, from East St. Louis to points on the Pennsylvania R. R., east of Pittsburg to Altoona inclusive, $3.70 per net ton, this being 70 cents per ton above the Pittsburg rate. We base this application on the fact that the Westbound basis, as authorized by Joint Traffic Association Freight Circular No. 1125, pages 45, 46 and 47, authorize this basis westbound. We also think that the entire westbound basis, as published on pages 45, 46 and 47, should be established eastbound."

The following recommendation was made:

"Recommended, That the C. F. A. authorize rate of $3.70 per net ton, East St. Louis to points on the Pennsylvania R. R., east of Pittsburg to Altoona, Pa., inclusive on fire brick (released to valuation of $5.00 per ton), C. L., minimum weight 40,000 lbs., unless capacity of car is less, in which case actual capacity of car will be minimum weight, but in no case less than 30,000 lbs."

The present rates are on basis of 6th class, and rates asked for are the same as authorized in J. T. A. Circular No. 1125, pages 45, etc. westbound, Altoona to Pittsburg, 70 cents, plus rate Pittsburg to East St. Louis.

Meeting then adjourned.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 475."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held August 22nd, 1902.

Meeting considered rates and divisions on cotton factory products, Arkansas midland stations to Trunk Line territory. Record shows that, as instructed at meeting July 25th, letter was written to the Mo. Pacific Ry., and reply received as follows:

"In reply to yours July 26th, File 4152, regarding rates and divisions on cotton factory products from Arkansas midland stations to Trunk Line territory via East St. Louis.

On the divisional basis you propose, our revenue is not sufficient to warrant the participation of this Company in through rate, via the gateway indicated.

We have, therefore, concluded to make no further effort to open up the St. Louis route to this business."

Meeting also considered rate on horses and mules, C. L.,

to Portsmouth and Ironton, Ohio, and the following resolution was adopted:

"Moved, That the rate on horses and mules from East St. Louis to Portsmouth and Ironton, Ohio, be made 32½ cents per 100 lbs., C. L., minimum weight as per Official Classification, the same rate as now in effect in Chillicothe and Athens, Ohio."

Meeting also considered proper rating to apply on chicken feed. This subject was acted upon, as shown in proceedings issued June 30th, July 11th and 25th. It was brought up again by letter from Chairman C. F. A., and it was

"Recommended, That the C. F. A. authorize rating on poultry food, in sacks or barrels, made from elevator sweepings, or refuse grain, and oyster shells, and not medicated—L. C. L. 5th, and C. L. 6th class, same as feed, ground, in sacks or barrels, as per Official Classification."

Meeting also considered rates on cotton for export from Oklahoma and Indian Territories and Northern Texas points. Chairman read letter of August 11th from the Frisco R. R. on the above subject, and after due consideration, the Chairman was instructed to reply that it would not be expedient to make any reduction in rates on cotton for export from Oklahoma and Indian Territories and Northern Texas points, for the reason that the result would be like reduction through other gateways, as well as from other cotton producing territory; and for that reason the application was not considered favorably.

Meeting also considered proper weight per gallon to apply on petroleum oil from Texas. Chairman read letter on above subject, calling attention to the weight of Petroleum Oil from Texas, as per S. W. Committee tariff; and it was

"Recommended, That the subject be referred to the C. F. A. for investigation as to whether Texas oil weighs 7.4

lbs. per gallon, as provided for in S. W. Committee tariff No. 20-J, August 6, 1902, page 28, or 6.4 lbs. per gallon, as provided for in Joint Committee Circular No. 1897, Sept. 30, 1895, and take the necessary action to secure proper revenue to the C. F. A. lines on the traffic."

Meeting also Considered rates and divisions on traffic from M. & O. Illinois stations. Chairman called attention to proceedings of July 18th, July 25th and August 1st, stating that letter had been prepared, as instructed, but not delivered; and it was brought up again for further consideration.

Meeting also considered matter of application of St. Louis Cotton Compress Company for allowance or payment by the railroads of $1.25 per car for loading cotton at the St. Louis Cotton Compress Company's warehouses; and the application was declined.

Meeting also considered proportional rate on glass and moulding sand to Cambridge, Ohio, and it was recommended to the C. F. A. that rate of $1.85 per ton be authorized on above commodity, East St. Louis to Cambridge, Ohio, in line with rate now in effect to Byesville and Marietta, Ohio.

Meeting also considered letter received from G. F. A. L. & N. R. R. Chairman stated that, in line with proceedings August 1st, he wrote letter, under date of the 4th, to G. F. A. of the L. & N. R. R., requesting that they become a regular member of the Committee, and received reply, August 18th, to the effect that the L. & N. did not wish to become a member. It was moved that the papers be filed.

Meeting also considered rate on fire brick to Trunk Line points. Chairman read letters of August 1st and 7th, File H-377, from Chairman C. F. A., regarding withdrawal by this Committee of application made for rate on fire brick to Trunk Line points, which was transmitted to Chairman C. F. A. by letter dated July 12th; and it was

"Recommended that the Chairman C. F. A. be advised that the Committee desires action taken by the C. F. A. and Trunk Line Association on recommendation as per their letter of July 12th, and result communicated at earliest possible date."

Meeting also considered rate on cotton-seed oil, Montgomery, Ala., via East St. Louis, to Eastern cities. Letter of August 20th from Chairman C. F. A. was read, advising that he was not yet prepared to give definite information on the subject.

Meeting also considered application for rates on cereal food known as "Cris-po", asking that it be added to list taking grain products rates on pyrites, iron or sulphur ore, anodes, base bullion, feldspar, flint, clay, etc.; and rates on cotton via Long Island Sound lines; all of which subjects were laid over until next meeting.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 476."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held August 29th, 1902. Meeting considered rate on scrap iron to South Bend, Ind. Chairman read letter, File C-C-2878-B, August 22nd, from A. G. F. A. Vandalia Line, on above subject. After due consideratioon of same, it was

"Recommended, To the C. F. A. That rate of $1.60 per gross ton, minimum weight 15 gross tons, be established on scrap iron, East St. Louis to South Bend, Indiana, in line with rate of $1.40 per ton to Chicago, also rate to the Gas Belt points, as per C. F. A. Information No. 3429.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 477."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 5th,

1902. Meeting considered rates on lumber from the West, via East St. Louis to Trunk Line territory. This subject was last considered at meeting July 25th, Proceedings No. 13. Chairman read letter of July 31st, from G. F. A. Mo. Pacific, to the effect that Mo. Pacific proposed to publish proportional rates from Cairo, via East St. Louis, etc.; also read letter Sept. 4th, stating that they had been delayed in publishing the rates from Cairo, but would do so at the earliest date possible; and it was resolved that the subject be laid over for consideration on receipt of the Cairo tariff.

Meeting also considered rate on muriatic and sulphuric acid, in tank cars, East St. Louis to C. F. A. points. Letter from member was read on above subject, and it was

"Recommended, To the C. F. A. That commodity rate be established on muriatic and sulphuric acid in tank cars, C. L., minimum weight as per Official Classification, from East St. Louis to various points named."

(Then follows list of various points, and the rate per cwt.)

"In line with rates authorized from Chicago, in Information No. 3637, September 2nd, 1902.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 478."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 12th, 1902.

Meeting considered rate on lumber from the West, via East St. Louis to Trunk Line territory. Chairman submitted proof of Mo. Pacific Ry. Joint Proportional Tariff from Cairo, which will become effective September 20th. No action taken.

Letter of the 9th, File 9311, from Chairman C. F. A., regarding rates on this traffic from Thebes, was read, and the Chairman was instructed to write Chairman C. F. A.

that the statement that the lines east of East St. Louis allow 3 cents per 100 lbs. to the roads between Cairo and East St. Louis, which makes a rate of 24 cents from East St. Louis to New York, is not correct, but that the rates from Cairo are pro-rated as per J. C. Authority Nos. 1173, 1609 and 1622, as reprinted in this Committee's Special Notice No. 437.

Meeting also considered rates on provisions, East St. Louis to Michigan and Ohio points. Chairman read letter from member, as follows:

"As you probably know, there is in effect from Chicago to Cincinnati, on provisions, a rate of 12 cents per 100, which is the maximum charge, under, I believe, the Michigan Central and Grand Trunk's interpretation of the long and short haul clause, to Landsing, Flint, Port Huron, Jackson, Toledo and Detroit.

The authorized differential is 5 cents per 100. I will be glad to have you take up the matter of formally authorizing 17 cents East St. Louis to these destinations, instead of the varying figure of 18 cents, etc., now governing from East St. Louis."

And it was "Recommended, to the C. F. A., that rates on provisions, C. L., be established, East St. Louis to Landsing, Flint, Port Huron, Jackson and Detroit, Michigan. and Toledo, Ohio, 17 cents per 100 lbs., in line with rates from Chicago."

Meeting also considered rates and divisions on rice from Lake Charles, etc., La., to C. F. A. points. This subject was under consideration at meeting 5th, and referred to a sub-committee. At meeting today the Committee stated their views on the subject, and after general discussion, it was

"Resolved, That the recommendation of the sub-committee be accepted, with the understanding that they are to make formal report, which is to be forwarded by Chair-

man Fraser to the C. F. A. as the recommendation of this Committee."

Meeting also considered proportional rates on lumber from South Pacific coast. Chairman read letter from Chairman Tucker, dated September 9th, File Information 3647; also called attention to Circular Letter No. 50, Sept. 10th, 1902, on the same subjects:

"Referring to Information Circular No. 3647, Sept. 5th, containing proportional rates on lumber from Chicago, Peoria, etc., when originating at points west thereof. At meeting of Chicago Eastbound Roads today it was positively decided that rates in said Information Circular will not apply on business from South Pacific Coast territory, but rates from Chicago on lumber and forest products from South Pacific Coast territory will be 6th class rates, except where lower rates are necessary to equalize with the rates from East St. Louis. This should be understood by your Committee so that no reduction will be made in rates from either Peoria or East St. Louis on lumber and forest products from South Pacific Coast territory."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 479."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 19th, 1902.

Record shows that roads considered rate on lumber from North Pacific Coast points and terminals; and, by resolution, decided that the Chairman should take the matter up with the Western lines, with a view to ascertaining what rates are in effect up to East St. Louis and Chicago, and see what rates are necessary from East St. Louis to equalize with rates through Chicago. Subject to be considered at next meeting.

Meeting also considered rates on feldspar, flint and clay,

to C. F. A. points. Chairman stated that he had a letter giving the information requested, and after consideration, resolution was adopted as follows:

"Moved, That the Chairman be instructed to notify the applicants that we cannot change the present rates."

Meeting also considered rates on fertilizer and fertilizer material to points on N. & W. Ry., and, on resolution, declared that the Committee would take same action as taken by C. F. A., at meeting 18th; that is, that full local rates be charged to N. & W. Ry. junctions, using their arbitraries beyond.

Meeting also considered rate on crushed granite, East St. Louis to Madison, Ind., and recommend to the C. F. A. that they establish rate of $1.50 per ton on above commodity, East St. Louis to Madison, Ind.

Meeting also considered rates on scrap iron as compared with pig lead to Indiana points, and Chairman was instructed to notify member who made application for reduction in rate that the roads had decided that the application for reduction in rate on scrap iron could not be granted.

Letter was submitted from Chairman C. F. A. regarding information as to meetings of Eastbound Freight Committee not being furnished the Clover Leaf road; and, after consideration, the Chairman was instructed to advise the Chairman C. F. A. that the representative of the Clover Leaf had been invited to attend the meetings of this Committee, to see and hear anything that was said and done, and that, for reasons which we are not familiar with, the Clover Leaf has absented itself from the meetings; and that the action taken by the St. Louis Eastbound Frt. Committee, that non-members should not be furnished with proceedings or other information of private character, was not directed solely against the Clover Leaf, but against all Eastbound lines not members of the Committee.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 480."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 26th, 1902.

Meeting considered rate on lumber, etc., North Pacific Coast points and terminals. Chairman reported that, as instructed at meeting 19th, he had written to and received reply from G. F. A. Burlington Route, naming rates on this traffic to East St. Louis 2½ cents per 100 lbs. higher than to Chicago; and it was

"Resolved, That the Chairman write Chairman Tucker and call his attention to the fact that to equilize this rate via East St. Louis, it would be necessary for the lines east of East St. Louis to make rate of 17½ cents to New York, and ask him if it was his intention to suggest this rate, as against the 20 cent rate from Chicago."

Meeting also considered adjustment of rates and weights on wool. Chairman read letter 23rd, File 9133, from Chairman C. F. A., which contained the following:

"Recommended, That a Committee of six—two from Peoria Eastbound Lines, two from Chicago Eastbound Lines, and two from St. Louis Eastbound Lines—be appointed to thoroughly investigate the rates and weights on wool via all gateways, also that between points in the Official Classification territory, with a view of arriving at a basis that will be equitable to all interests, and report their conclusions to the Committee at the next meeting."

After due consideration, it was "Resolved: That Mr. N. W. Taylor, General Western Freight Agent Vandalia Line, and Mr. W. C. Lindsay, General Agent L. H. & St. L. Ry., be appointed as the representatives of this Committee."

Meeting also considered rates on wagon material, and it was

"Resolved, That the Chairman write Chairman C. F. A. that, it being understood at a meeting of the C. F. A. at

which this legislation was had that similar action would be taken simultaneously by the C. & O. R. Committee, and information is desired as to whether the C. & O. R. Committee have taken similar action, effective October 7th.

It was further understood that the Official Classification rating should be the maximum on wagon material in the white or in the rough, in carloads, where the lumber rate, plus the 2 cents, makes the rate in excess of this, and Information No. 3680 should be re-issued accordingly."

Meeting also considered issuance of bills of lading on cotton in warehouses in East St. Louis. Chairman read letter from a member on above subject, and after consideration, the following was adopted:

"Moved, That a Committee of three be appointed to formulate an agreement to be entered into between the St. Louis Cotton Compress Co. and lines, members of this Committee, somewhat on the lines of the agreement previously in effect on shipments from St. Louis, or formulate some kind of an agreement whereby roads or lines can obtain legal and satisfactory receipts upon which they may issue bills of lading on cotton."

The Chairman appointed as this Committee, Messrs. Nichols, Hart and Becker.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 481."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 3rd, 1902.

Meeting considered rates and divisions on rice from Lake Charles, La., to C. F. A. points.

Meeting also considered rate on muriatic and sulphuric acid, in tank cars, East St. Louis to C. F. A. points. Letter from member was read on above subject, and it was recommended to the C. F. A. that commodity rate be es-

tablished on above named articles, in tank cars, C. L., minimum weight as per Official Classification, East St. Louis to following points: (Then follows schedule of rates to different cities in Indiana, Michigan, Ohio, and other points.)

Meeting also considered subject of Rock, East St. Louis to Detroit and Toledo, and it was recommended that the C. F. A. adopt or authorize certain rate named in C. F. A. tariff. This recommendation was objected to, and the subject was tabled.

Meeting also considered application via Baltimore of Virginia lines' export rates. Record shows that the Virginia lines had agreed to restore their rates to the tariff basis, and maintain the same rates on export traffic via Newport News, Norfolk, etc., as are authorized to Baltimore.

Record also shows that meeting considered the subject of representative of the Clover Leaf in this Committee. Chairman stated that, as instructed at last meeting, Sept. 19th, he had written on September 20th to Mr. Tucker, Chairman C. F. A.; and received reply Sept. 26th, File No. 9852, to the effect that if the St. Louis representative of the Clover Leaf could participate in the St. Louis Committee's meetings, the Clover Leaf would recall letter to Chief Inspector which withdrew the road from the Joint Rate Committee agreement; and it was resolved, "That the Chairman give the Clover Leaf representative a special invitation by telephone to attend this meeting;" which was done, and the Clover Leaf representative stated that it was impossible for him to attend meeting today. And it was

"Resolved, That the Chairman be instructed to renew his invitations to the St. Louis representative of the Clover Leaf, to attend the meetings of this Committee hereafter, in accordance with the understanding had with Mr. Whit-

ney at the Central Committee meeting in Buffalo, as outlined in Mr. Tucker's letter September 26th, File 9852."

Meeting also considered the subject of issuance of bills of lading on cotton in warehouses in East St. Louis; received report of Sub-committee, filed same, and discharged Committee; and the following resolution was adopted:

"Resolved, That the Eastbound Lines will not issue any bills of lading on cotton until the property is in the possession of the carrier, or in the possession of and receipted for by its connections."

Meeting also considered the subject of switching on cotton, in connection with the above, and it was

"Resolved, That the railroad companies or fast freight lines will not pay or absorb any charge for trackage or switching on cars containing less than 30 bales of cotton from any warehouse in East St. Louis."

The record has note showing direction to the Chairman to secure the vote of the Clover Leaf and C. B. & Q. on this resolution.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 482."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 10th, 1902.

Meeting considered rate on lumber, etc., North Pacific Coast points and terminals, and it was moved

"That Chairman Tucker be advised that it is the sense of this Committee that in consequence of the action taken by the Chicago lines, the St. Louis Eastbound Lines are forced to equalize the rates on North Pacific Coast lumber, and that we exceedingly regret these conditions, as it will ultimately have the effect of forcing the East St. Louis lines to apply the same relative basis on lumber originating at other points, just as the action of the Chicago lines in

originally meeting the conditions through the "Soo" on Wisconsin and Minnesota lumber has forced them to accept these low, unremunerative proportional rates on North Pacific Coast lumber. It is with much reluctance that we hereby make formal application for authority to publish relative rates from East St. Louis to C. F. A. and Trunk Line territory."

Meeting also considered percentage allowance to the Illinois Terminal Railroad. Chairman read letter of October 7th and joint letter of October 3rd, regarding percentage allowance to the Illinois Terminal Railroad; and it was

"Resolved, That this subject be referred to the Sub-committee having in charge the subject of percents for division of rates between Southern Illinois points via East St. Louis and eastern cities and Rates and Divisions on Clay, Mountain Glen, Ill., to Cleveland, Ohio."

Meeting also considered rates on deciduous fruits, Western Colorado points to points east of Mississippi River. Chairman read letter of the 9th, File K-4-A 91164, from A. G. F. A. Mo. Pac. Ry., enclosing Joint Letter Sept. 24th, File Y-47032, from G. F. A. D. & R. G. R. R., and through freight tariff of D. & R. G. R. R. No. 193-B, regarding the division of through rates on above traffic, and it was

"Resolved, That the Mo. Pacific Ry. be notified that the proposition contained in the correspondence was not acceptable, and therefore individually declined by the roads, members of this Committee."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 483."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 17th, 1902.

Meeting considered percentage divisions in effect with

M. & O. R. R., on cotton factory products from Stonewall, Miss. Subject was continued until next meeting, because a reply had not been received from the representative of the Wabash.

Meeting also considered percentage allowance to the Illinois Terminal Railroad, and the matter was continued.

Meeting also considered rate on lumber, etc., North Pacific Coast points and terminals. Chairman read letter October 13th, File 7330, from Chairman C. F. A., and after discussion the following was adopted:

"Moved, That the Chairman reply to Chairman C. F. A. to the effect that the first proposition contained in his letter, viz: 'It occurs to me that the St. Louis Eastbound Freight Committee in endeavoring to equalize the rates on North Pacific Coast lumber with those from Chicago, will involve the rates to a much larger extent than any gain from the North Pacific Coast, on lumber from other originating points,' is admitted by the St. Louis lines, and that they do not think the amount of business through this gateway, any more than the amount of business through the Chicago gateway, justifies the action taken, at the same time they see no reason why the East St. Louis lines should be expected to ignore the conditions made by the "Soo" lines, and lines from Chicago be allowed to meet them. We therefore request action on the resolution adopted at meeting October 10th, transmitted to Chairman C. F. A. in letter Oct. 11th."

Meeting also considered minimum carload weight on potatoes; and Chairman was instructed to notify the Chairman C. F. A. that the members of this Committee have made careful investigation of the subject, and it is the consensus of opinion that a minimum carload weight of 24,000 lbs. on potatoes should be established to C. F. A. and Western Termini points, during the months of June, July and August of each year.

The Chairman also read letters of October 11th and 15th, File 9764, from Chairman C. F. A. as to handling of wool by the C. B. & Q. R. R., East St. Louis to eastern cities at the proportional rate, which wool was not a direct through shipment, but which had been held in St. Louis several months. At the suggestion of a member, roll was called for the purpose of finding out whether any members of this Committee have handled wool at the proportional rate instead of through rate from East St. Louis, when it was stopped and stored here. All members answered in the negative, and the following resolution was then adopted:

"Moved: That the Chairman reply to Chairman C. F. A. that none of the lines, members of this Committee, have handled wool shipped from St. Louis proper at the proportion of the through rates from the West, and that the C. B. & Q. R. R. was not warranted in using the proportional rates on the traffic referred to above."

Meeting also considered rates and divisions on lumber to Trunk Line territory. Chairman read a letter of October 13th, File 9311-A & B, from Chairman C. F. A., on above subject, and the following resolution was adopted:

"Resolved: That the Chairman endeavor to arrange with Messrs. J. R. Peachy, A. G. F. A., I. C. R. R.; Wm. Campbell. G. F. A., C. & E. I. R. R.; Haiden Miller, G. F. A., M. & O. R. R.; J. C. Lincoln, G. F. A. Mo. Pac. Ry.; and J. P. Park, G. F. A., St. L. S. W. R. R.; to meet with this Committee at Room 404 Union Station, St. Louis, Mo., on Friday, October 24th, 1902, 10:30 A. M., to confer regarding through rates on lumber from the West via Cairo, Thebes, Gale and East St. Louis."

Meeting also considered rate on rye to Vincennes, Indiana, and it was recommended to the C. F. A. that they establish a rate of 5 cents per 100 lbs. on above commodity from East St. Louis to Vincennes. Above rate was asked for

in line with rate of 5 cents per cwt., in effect from East St. Louis to Terre Haute, as per C. F. A. Information No. 3717, Vincennes being an intermediate point.

Meeting also considered rate on muriatic acid and sulphuric acid, to Parkersburg, W. Va. Chairman read letter October 16th, File 20729, from A. G. F. A., B. & O. S. W. R. R., on above subject; and it was recommended to the C. F. A. that commodity rate of 14 cents per 100 lbs. be established on muriatic and sulphuric acid, in tank cars, C. L., East St. Louis to Parkersburg, W. Va. Above rate was asked for to be in line with rate Cleveland to Parkersburg, W. Va., 11½ cents per 100 lbs., authorized by C. F. A. Information No. 3729, the proposed rate being one cent per 100 lbs. above the authorized rate to Marietta, same as from Cleveland.

Meeting also considered percentages, Cairo via East St. Louis to Trunk Line territory, in connection with M. & O. R. R.; and it was

"Moved: That the subject be submitted to a meeting of the Rate Clerks for careful check and recommendation to this Committee, with the view to establishing uniform divisions to be allowed the M. & O. R. R. on traffic to all eastern destinations.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 484."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 24th, 1902. Meeting considered rates on packing-house products, East St. Louis to Madison, Ind. It was recommended that application be made to the C. F. A. for authority to apply same rate, East St. Louis to Madison, Ind., on packing-house products and bulk meats as apply to Jeffersonville, Ind.; viz: 12 cents per 100 lbs., C. L., minimum weight as

per Official Classification, as published in St. Louis-Cincinnati-Louisville Freight Committee Tariff I. C. C. No. B-31.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 485."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 31st, 1902. Meeting considered uniform charge for weighing light and loaded cars. Also percentage divisions in effect with M. & O. R. R. on cotton factory products, from Stonewall, Miss. Record shows that the T. H. & I. and Wabash R. R.'s are operating authorized Mobile, Ala., percents. from Stonewall and Enterprise, Miss.

Meeting also considered per cents. for division of rates between Southern Illinois points, via East St. Louis, and Eastern cities. Also considered the matter of bridge tolls on less than carload shipments from Trunk Line territory to St. Louis. The Chairman read letter of October 18th from Chairman C. F. A. on above subject, and the following resolution was adopted:

"Moved: That Chairman C. F. A. be advised that there being a number of Transfer Companies in addition to those mentioned, operating between East St. Louis and St. Louis, and various firms having individual arrangements with them for transporting property across the river, the lines, members of this Committee, object to any of their eastern connections publishing rates, or a basis of rates, to St. Louis, Mo., as deliveries are accomplished at East St. Louis, Ill.; and if they continue to publish rates, or a basis of rates, to St. Louis they do so entirely at their own risk of overcharge."

Meeting also considered rates and divisions on lumber from points on the M. J. & K. C. R. R.; and, by resolution, the matter was referred back to Chairman C. F. A., with the request that the subject be placed in the hands of the Com-

mittee on Relation with Southern Roads, for their considera tion at the next meeting of the C. F. A.

Meeting also considered class and commodity rates from Colorado common points to Trunk Line territory, via East St. Louis. Also proposition to change the commodity "Asphalt," named in C. F. A. Information No. 3226, to read "Asphalt Rock;" and the subject was laid over until the next meeting.

Meeting also considered rating on dry sheep pelts or sheep skins, dry, pressed in bales; and the subject was referred, by resolution, to the Official Classification Committee, calling their attention to the additional information secured by the St. Louis Eastbound Frt. Committee, and asking that further consideration be given the subject, with the view to putting above commodities on same basis as dry hides, in bales.

Meeting also considered rate of 29 cents East St. Louis to Newark, N. J., on licorice root; and Chairman read letter from member, calling attention to C. F. A., I. C. C. Advice Letter No. 214, Item No. 1, Wabash R. R. publishing rate of 29 cents per 100 lbs. on licorice root, East St. Louis to Newark, N. J. The Wabash representative stated, in explanation, that the rate was quoted under the misapprehension of application of the westbound rate and tariff issued to cover it, and that the tariff had been cancelled on October 27th. This explanation being satisfactory, the subject was laid on the table.

Meeting also considered rate on bar iron to Terre Haute and Brazil, Ind., and the following resolution was adopted:

"Resolved: That on account of the effect which the establishment of a 5 cent rate, East St. Louis to Terre Haute, would have on the bar iron rates to other contiguous territory, in the way of reducing the present rates, the application be declined."

Meeting also considered application of export provision

rates on stearine in bags, and action was deferred until next meeting, the Chairman to take the matter up with Chairman C. F. A. in the meantime, and secure his views on the proposition.

Meeting also considered percentages, Cairo, via East St. Louis, to Trunk Line points, and resolution as follows adopted:

"Moved: That as the report of the Rate Clerks did not meet the situation in its entirety, another meeting of the Rate Clerks be called to consider the matter further, in connection with the additional information to be furnished by the interested lines."

Meeting also considered the matter of rates on zinc oxide to C. F. A. territory, and recommendation made to the C. F. A. for a certain schedule of rates to designated places, set out in the record.

Meeting also considered the subject of signing bills of lading on cotton waiving the insurance clause; and it was ordered that the subject be submitted to members by circular letter, and considered at the next meeting.

Meeting also considered issuance of bills of lading on cotton notes or receipts; and, by resolution, it was ordered "that the members of this Committee file with the Chairman at once, a list of the representatives to whom they have sent a copy of the notice in regard to issuing bills of lading on cotton forwarded from the St. Louis Cotton Compress Company."

Meeting also considered rate on fire brick, C. L., to Trunk Line territory. Subject was last considered at meeting July 11th, and it was recommended to the C. F. A. that they authorize rate of 23 cents per 100 lbs., East St. Louis to New York, usual differentials to other Trunk Line points, on fire brick, C. L., minimum weight 40,000 lbs., unless the capacity of car is less, in which case actual capacity of car will be the minimum weight, but in no case less than 30,000

lbs. The present rate is 6th class, and the rate asked for is the same as authorized on buildings, hollow, pressed brick, etc.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 486."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held November 7th, 1902.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 487."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held November 21st, 1902.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 488."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held November 28th, 1902.

Among other things, Committee considered rate on crude barytes ore to Western Termini points. This subject was brought up by a member, who stated as follows:

"This concerns the question of rates on crude barytes or barytes ore from East St. Louis to Western Termini points. The rate on barytes, a manufactured article, and of greater value than crude barytes ore, is 15½ cents per 100 lbs. to Western Termini points, and the rate on the crude barytes ore is the same, as per C. F. A. Information No. 3103 and 3398; while on barytes we have a basis from East St. Louis to New York of 23½ cents, and on crude barytes ore we have a basis of 20 cents, a difference of 3½ cents per 100 lbs. in favor of the crude product. (See C. F. A. 618-A.)

Certain parties have called attention to this rate adjustment, and are praying for relief, claiming that they should not be called upon to pay the same rate on the crude product as on the manufactured article."

After discussion of the matter, it was moved: "That a rate of 13½ cents per 100 lbs. be recommended to the C. F. A. on crude barytes ore from East St. Louis to Western Termini points, in line with the rate to New York, etc., authorized by C. F. A. Information No. 618-A.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 489."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 5th, 1902.

Meeting considered rates and weights on wool, but, as the representative of the L. H. & St. L. Ry. was not present, the subject was continued.

Meeting also considered proportional rate on mussel shells, C. L., to C. F. A. points, and it was moved:

"That the Chairman take the matter up with the roads that are operating unauthorized rates, with the view to having them conform to the C. F. A. rulings."

Meeting also considered class and commodity rates from Colorado common points to Trunk Line territory, via East St. Louis. Letter, dated Nov. 22nd, File No. 10, from Chairman Trans-Missouri Freight Bureau, was read, and after consideration, it was moved:

"That the Chairman of this Committee advise Mr. Poteet, that lines, members of this Committee, cannot concur in the tariff excepting on basis of regularly established local rates east of the Mississippi River."

The Chairman was then instructed to call the roll, for the purpose of ascertaining whether or not any of the lines, members of the St. Louis Eastbound Frt. Committee, have

concurred in rates as per Trans-Missouri Freight Bureau Joint Freight Tariff No. 1-H, divided on basis shown in their percentage sheet. Roll was called, as requested, and the B. & O. S. W., C. & A., C. P. & St. L., Big Four, Ill. Central, and Wabash R. R.'s answered in the negative. Chairman was instructed to get vote of absentees by letter, and report at next meeting.

Chairman was also instructed to present the subject to the Chairman C. F. A., with the view of his ascertaining whether any lines operating eastwardly from Upper Mississippi River Crossings, East St. Louis to East Dubuque, inclusive, are parties to the rates and divisions mentioned, and later to advise this Committee.

Meeting also considered rates and divisions on lumber, from M. & O. points to Eastern cities, via Cairo and East St. Louis. Chairman read letters from members on the subject, and suggested that the roll be called to ascertain whether or not any line was accepting less than the authorized basis on lumber from M. & O. points, etc.

Roll was called, as requested, and all members present stated that they were strictly maintaining authorized rates.

It was then moved: "That the subject be tabled, and that it is understood in tabling the question, that no line, member of this Committee, will pro-rate the rates proposed by G. F. A. M. & O. R. R. in letter dated Nov. 22nd, File 69,360-D, and that roll call be had on the resolution, and vote of absentees be obtained by the Chairman." Roll was called, and all members present voted in the affirmative; absentees' vote to be reported later.

Meeting also considered rates on lumber from North Pacific Coast points, and the matter was continued. Also matter of signing bills of lading on cotton waiving the insurance clause.

Meeting also considered rates on barytes, barytes ore and silex, and Chairman was instructed to make inquiry of

the several lines, members of this Committee, whether they have any rates in effect less than the authorized figures given in Chairman C. F. A. letter.

Also considered withdrawal of proportional rate on cattle and hogs, East St. Louis to Indianapolis, and the matter was deferred until the Vandalia line representative can be present.

Meeting also considered rate on phosphate rock, bituminous rock, clay, etc., and Chairman read Joint Letter Dec. 3rd, File 10,077, from Chairman C. F. A., addressed to the chairmen of the various committees, on above subject; and Mr. Fraser was instructed to reply to Chairman C. F. A. that the St. Louis lines will be represented when he can arrange a date with other lines interested and call a meeting.

Meeting also considered rate on grain and grain products to Terre Haute, Brazil, etc. Chairman read letter of December 4th, File 10077, from Chairman C. F. A., addressed jointly to the Chairman St. Louis and Peoria Committees, regarding rates on grain and grain products to Terre Haute, Brazil, etc., and action was deferred until the representative of the Vandalia line could be present.

Meeting also considered through rates on lumber from the West, via Cairo, Gale, Thebes and East St. Louis to Trunk Line territory, referring to Proceedings No. 23, Oct. 17th, Proceedings of Conference Meeting Oct. 24th, also Proceedings No. 28, November 23rd. Chairman reported additional information on the subject, and it being conceded that the requirements of Joint Conference October 24th had been complied with by the western roads, the subject was tabled.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 490."

Plaintiff offers in evidence record of meeting of the St.

Louis Eastbound Freight Committee, held December 19th, 1902.

Meeting considered rates and weights on wool. This subject had been previously referred to a Sub-Committee, on November 28th, and at meeting to-day the Majority Report of the Committee was adopted as the sentiment of the St. Louis Eastbound Freight Committee:

"1st: The present authorized basis of rates on wool from River Crossings contemplates the observance of a certain minimum weight (20,000 lbs.). Rule 5 not to apply on wool traffic from St. Louis proper, but Rule 5-C to apply on certain proportional rates authorized to apply from East St. Louis on wool traffic from specified territory beyond.

"2nd: The present irregularities in wool rates from Mississippi River Crossings have arisen from disadvantages claimed by some roads, wherein they could not, by reason of inability to provide equipment, respect the restrictions imposed by the authorized basis, in matter of minimum weights, and when possible to furnish equipment that would load to the minimum, such lines were prohibited from running their cars through by reason of physical obstructions (tunnels). On account of these difficulties some lines have positively declined to be governed by the conditions of the authorized basis in matter of minimum weight, and the situation to-day, as an outgrowth of these conditions, is practically the application of one rate on wool, regardless of the quantity."

Then the Committee recommend the adjustment of rates as specified in the report.

Meeting then considered rates on grain and grain products, East St. Louis to C. F. A. points. The Committee of Rate Clerks checked in rates as indicated in a long specification of points and rates, and it was recommended: That the attention of the Chairman C. F. A. be especially called to the basis fixed to Youngstown, in Information No. 3842,

on basis of Western Termini rates of 15½ cents; inasmuch as the Cleveland rate from East St. Louis is only 11½ cents, thus showing a spread of 4 cents on the rate, whereas the spread on 6th class, East St. Louis to Cleveland and Youngstown is only one cent. And it is the sense of this meeting that the C. F. A. be requested to modify C. F. A. Information No. 3842 to the extent of establishing a rate not to exceed 14 cents per 100 lbs., East St. Louis to Youngstown and points shown as taking the same rates, in Minimum Basing Book No. 9.

Meeting also considered request for reduced rating on sausage casings, returned. Chairman read letter from a shipper, submitted by A. G. F. A. Wabash R. R., requesting reduced rating on sausage casings returned, and it was moved that the request be declined.

Above exhibit, consisting of seven pages, is marked "Plaintiff's Exhibit Fraser No. 491."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 26th, 1902. Meeting considered matter of percentage allowance to the Illinois Terminal Railroad; Class and commodity rates from Colorado common points; issuing bills of lading on cotton notes; all of which subjects were continued until the next meeting.

Meeting also considered request for lower than Official Classification rating on cloth filtering or oil press bagging, in bales, C. L.; and application to decide on lower rating, declined.

Meeting also considered the matter of issuing bills of lading on receipts of Columbia Transfer Co., and it was decided that this was a matter to be treated individually by the several lines.

Meeting also considered matter of terminal regulations in making deliveries at World's Fair site, and the Chairman

was instructed to look after the matter, in connection with the Wiggins Ferry Co., the Interstate Car Transfer Co., and the Terminal Railroad Association.

Meeting also considered rates on lumber from North Pacific Coast points; and, likewise, the status of the Eastbound Committee regarding rates from East St. Louis to Virginia common points. Also rate on ore; and rate on earth paint; and rates on brick, to C. F. A. points. Chairman stated that, in line with Chairman C. F. A. Advice Letter No. H-878½, the Rate Clerks had a meeting in this office, December 23rd, and adopted the following:

"Resolved, That inasmuch as the rates on brick, etc., from East St. Louis should be checked in line with those proposed from Chicago rather than those adopted from the Ohio and Pennsylvania districts, that the St. Louis Committee would ask for the figures as checked by the Chicago Committee on which to base the new rates from East St. Louis."

The Chairman stated that he had written Chairman C. F. A., and received reply by wire, as follows:

"Inasmuch as the rates on brick from East St. Louis to Indianapolis territory are particularly out of line, cannot your lines at once decide what rate they will adopt, effective Jan. 15th? Chicago roads will meet Tuesday next to recheck, but it is thought St. Louis lines should decide on their changes so they will be made effective not later than the 15th proximo."

The following resolution was then adopted:

"Moved, That action on the subject be deferred until after meeting Chicago roads, and report of said meeting is obtained."

Meeting also considered rates on scrap iron to Indiana Gas Belt points.

Meeting then adjourned, to meet January 9th, 1903.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 492."

At this point, the further hearing of testimony is adjourned until to-morrow, Tuesday, November 27th, at half past ten o'clock, a. m.

R. E. Rombauer,
Special Commissioner.

St. Louis, November 27th, 1906.

Met, pursuant to adjournment as above, on Tuesday morning, November 27th, 1906, at 10:30 o'clock, a. m., in the office of Special Commissioner, Hon. R. E. Rombauer, Roe Building, St. Louis, Mo.

Present, parties as before.

When the following proceedings were had:

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 9th, 1903.

Meeting considered percents for division of rates between Southern Illinois points via East St. Louis and Eastern points. The above subject having been considered at previous meeting, at which the members were not prepared to act, at the meeting to-day, after consideration of the Sub-committee's report which was submitted at meeting Nov. 28th, 1902, and sent to the members by circular letter No. 80, Nov. 29th, it was moved:

"That the report of the Sub-committee, after being amended by adding thereto the words "Eastern terminals to be deducted before pro-rating," be adopted as the report of this Committee, and submitted to the Chairman C. F. A. for adoption by the Central Freight Association."

The recommendation of the Sub-committee was as follows:

"Upon careful investigation of the subject, we respectfully recommend that percentage allowance to lines reaching Belleville, Alton and other Illinois points taking East St. Louis rates, through East St. Louis, Venice, Granite City, Madison, Edwardsville, Edwardsville Junction and Edwardsville Crossings, be allowed out of the through rates to or from points named below the following percentage of such through rates, Eastern terminals to be deducted before pro-rating. From or to Trunk Line points, 15 per cent.; from or to Western Termini points, 17½ per cent. All percentage divisions in conflict with the above to be abrogated. The authorities having reference to this traffic are Joint Committee Circulars No. 1675 and 1686; Joint Traffic Ass'n. Freight Circular No. 1029; Central Traffic Ass'n. Circulars Nos. 1967, 1968 and 1994; C. F. A. Information Nos. 461 and 609, Series A, 2552 and 3085, and possibly others."

Meeting also considered class and commodity rates from Colorado common points to Trunk Line territory, and it was moved that the further consideration of the matter be deferred until the Chairman receives report as to the views or action of Virginia lines on resolution adopted at meeting December 5th.

Meeting also considered issuing bills of lading on cotton notes. Chairman reported having taken the subject up with the Southern Railway, and the Terminal Railroad Association, and that replies had been received to the effect that it was expected that the arrangements outlined by the Southern Ry. as per Circular Letter No. 78 would be made effective in the near future.

The Clover Leaf advised that the Fast Freight lines working over their rails were under their control, and representatives had been instructed again on the bill of lading question; and it was moved that the subject be laid

over for further report from the Southern Railway and Terminal Railroad Association.

Meeting also considered signing bills of lading on cotton waiving the insurance and fire clauses; and it was moved: "That Chairman C. F. A. be furnished with a copy of the answers received to his letter Oct. 30th, File 9984, which was submitted to the members by Circular Letter No. 68, Nov. 3rd, 1902, so far as the insurance clause is concerned. That he be also advised that none of the roads are waiving fire clause contained in the first paragraph of uniform bill of lading conditions."

Meeting also considered the subject of beer from East St. Louis to Virginia points.

Also signing bills of lading on surrender of bills of lading from connections, before receiving the traffic. The Chairman read letter from a member of the Committee on the subject, and the following action taken:

"Whereas, The issuance of bills lading on connecting line traffic (originating beyond switching limits) before receipt of the property, i. e., on surrender of connecting line bill of lading, is an objectionable practice, and it is the sense of this Committee that it should be discontinued. It is therefore,

"Moved, That the Chairman be instructed to take the matter up with the Chairman C. F. A., with the view to having uniform action taken in that direction."

Meeting also considered the matter of terminal regulations in making deliveries at Worlds Fair site.

Also rates on packing-house products to points in Michigan, etc. Chairman stated that this subject was brought up by letter from Chairman C. F. A., and submitted to members in Circular Letter No. 93. After discussion, the following resolution was adopted:

"Moved: That the rates on packing-house products, as shown in statement with letter from Chairman C. F. A.,

Dec. 29th, File 10,077-E, as in effect from East St. Louis, be continued, unless changes in the rates from Chicago would warrant a change from this gateway."

The following resolution was also adopted:

"Moved: That the rate of 12 cents per 100 lbs. to Dayton be added to the list."

Meeting also considered proportional rate on cattle and hogs to Indianapolis, Indiana. Chairman stated that this subject had been considered at meeting of December 19th, 1902, and Circular Letter No. 91 issued as instructed; and after discussion to-day as to the possibility of rates being restored, effective January 20th, as per C. F. A. Info. No. 3917, the subject was laid over, with the understanding that the interested roads would make further investigations and report conclusions.

Meeting also considered rate on cotton seed oil from Montgomery, Ala. Letter was read from Chairman C. F. A. regarding rate on above commodity from Montgomery, Ala., via East St. Louis, to Eastern cities (See Proceedings May 15th, 1902), which was submitted by Advice Letter No. H-57, May 15th, and the application declined by the Trunk Line Association roads, as shown in Advice Letter H-168, June 7th. Chairman also read letter January 6th, from Chairman C. F. A. to the effect that shipments were going forward billed on basis of proposition contained in Chairman C. F. A. letter of May 14th. The following resolution was adopted:

"Moved: That the Chairman submit letter from Chairman C. F. A., June 6th, File H-57, to the members of the Committee, with the view to ascertaining what rates and divisions are being used, and whether the roads will recognize the authorized rates and divisions on this business."

Meeting also considered rates on muriatic and sulphuric acid to Trunk Line territory; classification of rates. Also

rates on brick to points in C. F. A. territory; and the Chairman was instructed to call a meeting of Rate Clerks for Tuesday, January 13th, to check in rates on brick in line with rates effective from Chicago, etc.

Meeting also considered rates on sheet zinc. The matter was up at a previous meeting, and was referred to Chief Inspector for information, and reply was received to the effect that an investigation had recently been made, and that the charge that spelter rates were being used on sheet zinc was simply a rumor, without foundation; and the subject was tabled.

Meeting also considered the matter of transportation account of lumber, logging, or other industrial railroads, and private car lines; and the matter was laid over until the next meeting, for additional replies from members.

Meeting also considered proportional rate on cattle, East St. Louis to Cleveland. This subject was considered at meeting December 5th. Chairman read letter from Chairman C. F. A., 7th inst., File 9899, to the effect that it was stated that the Western Roads rates had recently been changed, making rates to Mississippi River in proper relation to Chicago. The representative of the Big Four advised that their proportional rate of 17 cents per cwt. on cattle to Cleveland had been cancelled. It was stated that the special rate had also been in effect via the Clover Leaf and Wabash; and the Chairman was instructed to ascertain whether same had been abrogated by the lines referred to.

Meeting also considered matter of rate on walnut logs to Indianapolis, the subject having been brought up by letter from member; and, by resolution, the attention of the Chairman C. F. A. was called to the fact that C. M. & St. P. (Tariff No. G. F. D. 38065, from Savannah), and other lines from Upper Mississippi River Crossings name rate of 8 cents per 100 lbs. on walnut logs to Indianapolis. And Eastbound Freight Committee has reason to believe the

same rate is being protected by some East St. Louis lines, and request that Chairman C. F. A. take the subject up with the view to securing action on the subject generally.

Meeting also considered matter of participation by Southern roads in the expense of handling certain lines of lumber manufactures. Also rates on tripoli and silex; and rates on steel bolsters to Trunk Line territory. These subjects were all laid over until next meeting.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 493."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 16th, 1903.

Meeting considered through rates on packing-house products, Texas points to Eastern cities. Chairman read letters of January 9th and 14th from A. G. F. A. Mo. Pacific Ry. making application that the same through rates be established on packing-house products from Texas points, via East St. Louis, to Eastern cities, as published by the Gulf Routes; and it was moved that the application be declined.

Meeting also considered rates on tripoli and silex. This subject was considered at meetings December 26th, and January 9th, and laid over. After further consideration of the subject at meeting to-day, it was

"Moved, That Chairman C. F. A. be advised that it is the sense of this Committee that no change be made in the present rates on tripoli and silex.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 494."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 23rd, 1903.

Record shows meeting considered the subject of issuing

transportation account lumber, logging roads, etc., and after consideration the matter was continued until after report giving further information.

Meeting also considered rates on cotton-seed meal, Little Rock, Ark., via East St. Louis, to New York, vs. Cairo and Cincinnati. The Chairman stated that this subject was brought up by letter from A. G. F. A. C. & A. Ry., Nov. 1st, 1902. At meeting of November 7th it was referred to Chairman C. F. A., and the subject was considered at C. F. A. meeting November 13th, and referred to Committee on Relations with Southern Roads, by Advice Letter H-787½, for report. Chairman read letter H-787½, Jan. 20th, 1903, from Chairman Tucker of C. F. A., quoting resolution as follows:

"Resolved, That whereas the legislation of this Association has always been to the effect that where a lower combination is made through one Ohio River Crossing than another, that in equalizing these rates through other crossings the lines up to the Ohio River Crossings and East St. Louis do the shrinking."

After consideration, it was moved that the subject be tabled.

Meeting also considered Report of Rate Clerks Meeting to recheck rates on pig iron, billets, etc. Chairman called attention to Circular Letter No. 104, January 20th, giving action of the Rate Clerks at meeting of Jan. 20th, as authorized on 16th inst., which was sent to Chairman C. F. A., and it was moved, "That the report of the Rate Clerks be adopted."

Meeting also considered rate on cotton-seed oil, Montgomery, Ala., to Eastern cities, and the subject was passed for further information.

Meeting also considered rates on steel bolsters to Trunk Line territory, and the Chairman called attention to action taken at meeting January 16th, and stated that replies had

been received; and the following resolution was adopted:

"Moved, That Chairman C. F. A. be advised that after investigation it is found that the rates on steel bolsters cannot be advanced."

Meeting also considered proportional rate on cattle and hogs to Indianapolis. This subject was considered at meeting of Jan. 16th, and laid over. The representative of the Big Four stated that the subject had been referred to his General Freight Agent, but as yet no reply had been received; and it was moved that the subject be laid over until next meeting.

Letter was read from a shipper, objecting to Official Classification weight on barrels in cars over fifty feet in length; and the matter was referred to a Special Committee of three to make recommendation.

Meeting also considered rate on sheet zinc vs. lead, pig or sublimed, and spelter. Chairman read letter of Jan. 19th, File W-527, from A. G. F. A. Wabash R. R., and after discussion action on the subject was deferred until the next meeting.

Meeting also considered rates on brick, etc., to C. F. A. points. This matter was considered at meeting of January 9th, and the report of the Rate Clerks sent C. F. A. as report of this Committee. (See Circular Letter No. 101, Jan. 13th.) The subject was brought up again by letter of Jan. 20th, File 9082, from Chairman C. F. A., to the effect that the St. Louis Committee recheck their rates in line with rates from Southern and Eastern Ohio. After consideration, the following was adopted:

"Moved: That Chairman C. F. A. be advised that the St. Louis Committee, having checked its rates in line with Chicago, is not responsible for the situation. It is prepared to revise its rates with those from Chicago whenever they are lined up with brick producing districts in Ohio."

Meeting also considered proportional rates on manganese

ore, Arkansas to Western Termini, etc., via East St. Louis vs. Memphis. Letter from member was read on the subject, and it was recommended to the C. F. A. that the rate of $2.75 per gross ton, now in effect on beauxite ore to Western Termini points, and $2.10 to Detroit, as covered by C. F. A. Information No. 3923, be authorized to apply on manganese ore from Arkansas.

Meeting also considered matter of signing bills of lading on surrender of bills of lading from connections before receiving the traffic, and the subject was laid on the table.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 495."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 30th, 1903.

Letter from a shipper was read, objecting to Official Classification Weight on barrels in cars over fifty feet in length. This subject was under consideration at meeting of Jan. 23rd, and was referred to a Special Committee. At meeting today, Chairman read report of the Committee, as follows:

"After carefully considering the subject, in view of the conditions set forth in the correspondence, to the effect that certain shippers had constructed special equipment in accordance with the Master Car Builders' rules, with a view of handling shipments of barrels under the terms of the Official Classification then in effect, which equipment has become of no use on account of the change in classification,

Recommends, That the penalty provided for in Rule No. 27 for cars in excess of fifty feet in length be waived, and that proportional rates be established on barrels of all kinds, C. L., minimum weight 23,000 lbs. when loaded in cars over 51 feet and not exceeding 60 feet in length, when originat-

ing in Arkansas and Missouri, to all points in C. F. A. territory, on basis of fifth class rates.

Note: Minimum weight of 23,000 lbs. is the minimum weight that would obtain if the same percentage increase on cars less than 50 ft. 6 inches in length was carried out to the 60 ft. cars, under minimum of 10,000 lbs."

And it was moved: "That the report of the Sub-committee be adopted and submitted to the C. F. A. as the recommendation of this Committee."

Meeting also considered rate on sheet zinc vs. lead, pig or sublimed, and spelter. Also rate on sublimed lead and zinc oxide vs. pig lead. These subjects were brought up by letter from a member and Chairman C. F. A., and submitted by Circular Letters Nos. 105 and 106. After due consideration, action was taken as follows:

"Whereas, Rates are in effect from LaSalle, Peru, etc., to Ohio River crossings, through C. F. A. territory, on zinc, without reference to the kind, at same rates as on pig lead, etc.; be it,

"Recommended, to the C. F. A. that existing authorities covering rates on pig lead and spelter to C. F. A. and Trunk Line territory be amended to include zinc, zinc oxide and sublimed lead, carloads."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 496."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 20th, 1903.

Meeting considered proportional rate on cattle and hogs to Indianapolis, and the following motion was made:

"Moved: That it is the consensus of opinion of this Committee that the proportional rate of 11¼ cents on cattle and 10 cents on hogs, East St. Louis to Indianapolis, should

be cancelled, but that two lines have given notice that they will not consent to an advance unless a corresponding advance is made in the rates from East St. Louis to Chicago, and that if the rates to Indianapolis are not restored to the authorized basis, it will probably result in like reductions to other C. F. A. points. It is therefore recommended that the matter be referred to the Central Committee for consideration."

A note in the record states that if the rate to Indianapolis was not advanced, the B. & O. S. W. R. R. reserved the right to make a corresponding reduction in the rate to Cincinnati, and representative of the Southern Ry. stated they would have to do the same to Louisville.

Record shows that letter containing request for reduction in rates on horses and mules, C. L., to Indianapolis, Ind., dated Feb. 3rd, File 10208, from Chairman C. F. A., was read and the following resolution adopted:

"Moved: That in view of the fact that rate on horses and mules from East St. Louis to Chicago is 15.4 cents, and the application of 2nd class rates to Indianapolis would prove a serious hindrance to the business, we recommend to the C. F. A. that a rate of 20 cents per 100 lbs. be established on horses and mules, C. L., East St. Louis to Indianapolis."

Meeting also considered letters submitted from the Cotton Exchange Transportation Committee, relative to bills of lading on cotton on surrender of cotton notes; and the matter was continued until next meeting.

Meeting also considered rate on steel bolsters and black or enameling plate, which was also continued to next meeting.

Also considered matter of rates and rules for handling exhibits for the Louisiana Purchase Exposition, and enumerated a long list of rules that must be complied with, together with rates to be paid; and also contains copy of Uniform Release used for returning exhibits from the

Louisiana Purchase Exposition, requiring that this contract be filed in the proper office of the initial company, and the property carried thereunder shall be way-billed "Released" by all roads.

Meeting also considered rate on bones, East St. Louis to Detroit, Michigan; and it was moved, that the Eastbound Freight Committee recommend to the C. F. A. the adoption of rate of 12 cents per 100 lbs. on bones, C. L., minimum weight as per Official Classification, East St. Louis to Detroit, in line with 8½ cent rate from Chicago, as shown in C. F. A. Information No. 4018. A note shows that the Clover Leaf stated that they had already issued supplement to their tariff, making rate effective Feb. 12th.

Meeting also considered rates and weights on wool. This matter having been referred on Jan. 30th to Special Committee, Chairman read report of that Special Committee, as follows:

"Recommended, to the C. F. A., that Information No's. 861, Series A, and 3996, Jan. 22nd, 1903, be reissued, as follows:

"On wool, scoured, or tub-washed, in bags, sacks, or bales, 1st class, any quantity.

"On wool, in the grease, in bags, sacks or bales, 3rd class, any quantity."

And it was moved: "That the report of the Special Committee be adopted, and submitted to C. F. A. as the recommendation of this Committee."

Meeting also considered proportional rate on bar copper, etc., and it was

"Recommended, To the C. F. A., that the rates on anodes, base bullion, blister copper, copper bars, copper cakes, copper ingots, and other copper products, authorized in Information No. 873-A from Chicago, Cincinnati, Peoria and East St. Louis, be cancelled, and the rates authorized on pig lead and spelter be applied on the articles in question, it

being considered that these rates are low enough."

Meeting also considered the matter of signing live stock contracts by agents of various roads at National Stockyards, and the matter was laid over until the next meeting.

Meeting also discussed question of rating on barrel heading made of compound wood, and it was moved: "That it is the sense of this Committee that the commodity referred to should be charged at the Official Classification rating on wood, built up or compound."

Meeting also considered the subject of issuing bills of lading not conforming to Rule 24 of Official Classification. This subject was brought up by letter dated January 28th, File 6937, from Chairman C. F. A., enclosing copy of letter to G. F. A., B. & O. S. W. R. R., regarding shipment of shingles from the West. After discussion it was moved: "That action be deferred until next meeting, in the meantime the correspondence to be sent to members by Circular Letter, Chairman to be furnished with their views by letter. (See Circular Letter No. 112.)

Meeting also considered rates on zinc, zinc oxide and sublimed lead, vs. pig lead and spelter, and the subject was tabled until next meeting.

Also considered Joint Committee Circular No. 1826, March, 1895, not being enforced. Chairman read Joint Letter February 16th, File 10325, from Chairman C. F. A. on above subject, and it was moved: That the subject be laid over until next meeting, in the meantime the Chairman to furnish copy of letter to members. (See Circular Letter No. 113.)

Meeting also considered request for information as to charges made at East St. Louis for transferring all C. L. freight except grain. This subject was brought up by letter of February 16th, File 9072, from Chairman C. F. A., which was read; and it was moved: That this subject be laid over until next meeting, the Chairman in the meantime

to furnish copy of letter to members. (See Circular Letter No. 114.)

Reports were submitted of Rate Clerks' Meetings, February 10th, 11th and 18th. The subjects mentioned below, recommended by the Rate Clerks, were submitted at meeting to-day and approved. Letter of Feb. 3rd, File H-972, from Chairman C. F. A., regarding changes suggested that should be made in rates named in Circular Letter No. 104, Jan. 20th, was considered, and it was moved:

"That the figures named to Lancaster, Ohio, $2.15, $2.40, and $2.50 per ton cannot be changed, or held higher than to Zanesville, Ohio, a point beyond on C. & M. V. R. R. That the rate to Logansport, Ind., on billets, etc., be changed to $1.70 per ton, same as to Marion, Ind., also that the rates to Loveland, Ohio, be made on pig iron, etc., $1.80; billets, etc., $2.20; and cast iron pipe, $2.20, per ton; same as to Hillsboro and Washington C. H., Ohio."

Note: This was communicated by letter 11th, File 4121, to Chairman C. F. A., as the recommendation of this Committee.

Letter of January 26th, File, Info. 3225, from Chairman C. F. A., being considered, it was

"Recommended: That the commodity rates on dry hides as per C. F. A. Information 3890 and 3977, from East St. Louis to Holland, Grand Haven and Muskegon, Mich., be cancelled, said rates being higher than the classification basis. No change to be made in the present rates to Fremont, 24 cents, and to White Hall, Mich., 23 cents."

Note: This was communicated by letter 11th, File 4096, to Chairman C. F. A., as the recommendation of this Committee.

Letter of Feb. 9th, File R-60, from G. F. A., B. & O. S. W. R. R., was received, calling attention to rates being made on grain and grain products to Hibbard and DeLong, Ind., same as South Bend instead of North Manchester,

Ind., as per Minimum Basing Book No. 9, and it was explained that the discrepancy was caused by C. F. A. Information No. 4007 not naming same rate, 10 cents, to both points, and it was

"Recommended, to the C. F. A., that Information No. 4007 be corrected, making rate 10 cents on grain and grain products, East St. Louis to South Bend, Ind., thus permitting correction on individual tariffs to intermediate Vandalia Line stations, Hibbard and DeLong, in accord with Minimum Basing Book No. 9, and at the same time harmonize with the long and short haul clause."

Letter was read, dated February 13th, File H-972, from Chairman C. F. A., with copy of letters Jan. 28th, File 33,204-A from G. F. A. P. C. C. & St. L. Ry., Jan. 26th from G. F. A. T. & O. C. Ry., making objections to sundry rates on cast iron pipe, as per Circular Letter No. 104 (C. F. A. Advice Letters H-972 and 972½); also letter Jan. 28th from F. T. M. C. H. & D. Ry., objecting generally to action, until there is a recheck of rates from East St. Louis and all Ohio River Crossings, etc., also referring to the establishment of Basing Sheet to apply from East St. Louis and all Ohio River Crossings on different commodities; and it was

"Resolved, That further consideration of letter Feb. 13th, File H-972, from Chairman C. F. A., and enclosures, regarding cast iron pipe rates, be deferred, in view of the Chairman C. F. A. call for meeting to be held in Chicago, Tuesday, February 24th (C. M. No. 81), which call is for the purpose of arranging a basis for rates from Ohio River Crossings and East St. Louis, covering all points in C. F. A. territory, corresponding with Minimum Basing Book No. 9 from East St. Louis. The rates submitted by the St. Louis Eastbound Freight Committee in Circular Letter No. 104, being in harmony with Minimum Basing Book No. 9, above referred to."

Letter Feb. 16th, File 10,077-Q, from Chairman C. F. A., was received, enclosing Chicago Freight Committee Circular No. T-164, Feb. 13th, "Rate on Brick, etc., C. L," requesting re-check of rates from East St. Louis in line with action at meeting Jan. 23rd Proceedings No. 34; and after due consideration of the subject, it was

"Resolved, That it is the opinion of the Sub-committee called to consider proposition, as per Chairman C. F. A. letter Feb. 16th, File 10,077-Q, to change brick rates in line with Chicago Committee Circular No. T-164, it will be necessary to postpone action in the matter for a few days, pending receipt of further information, as aside from the question of rates from Chicago to C. F. A. destinations, under consideration, it is the Sub-committee's understanding that there are also under consideration rates from Terre Haute, Veedersburg and various other points, which may materially influence East St. Louis rates. For example, the new rate submitted as to become effective from Chicago to Toledo, a distance of 233 miles, of $1.80 per ton, and rate submitted from Veedersburg to Toledo, 249 miles, is proposed to be $1.00 per ton; other contrasts of rates from Indiana vs. Chicago, also seem to justify postponement of consideration of changes from East St. Louis."

Attention was called by letter and otherwise to additions, changes, etc., that should be made in Minimum Basing Book No. 9, and the following recommendations of the Rate Clerks were also approved at meeting to-day:

"Recommended, That the following basing points and rates be added to Minimum Basing Book No. 9. (Then follows schedule of rates, points, and classification.) And that stations named below on Pere Marquette and Pontiac, Oxford & Northern, be also added to take basis as follows: (Then comes list of stations, classification and rates.)

And recommended also, "That Minimum Basing Book No. 9 be corrected to correspond with Information No. 4051,

which will have the effect of adding additional basing points, as follows: (Quoting list of rates, points, and classification).

Above exhibit, consisting of ten pages, is marked "Plaintiff's Exhibit Fraser No. 497."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 27th, 1903.

Meeting considered proportional rates on bar copper, etc. This subject was considered at meeting of the 20th, with recommendation to C. F. A. At meeting to-day Chairman read letter, Feb. 23rd, File 8971, from Chairman C. F. A., to the effect that rates cannot be advanced.

Meeting also considered rates on muriatic and sulphuric acid. Chairman read letter Feb. 21st, File H-940, from Chairman C. F. A., regarding cancellation of C. F. A. Information No. 864, Series A, and restoring of Official Classification basis, and it was suggested that Chairman C. F. A. be asked what action was proposed from LaSalle, Peru, etc., as the St. Louis roads feel it is not consistent to make an advance from East St. Louis to Trunk Line territory unless a corresponding advance can be maintained from LaSalle, Peru, etc., Ill., and other points in C. F. A. territory.

Meeting also considered application for commodity rate on white and red lead and litharge. Chairman read letter making application for commodity rate on straight and mixed carloads of white and red lead and litharge, on basis of 6th class rates, from East St. Louis to Western Termini and Trunk Line territory, and it was

"Moved, That we recommend to the C. F. A. the establishing of a commodity rate on lead, white and red, and litharge, in straight and mixed carloads, minimum weight 40,000 lbs. (valuation restricted to $125 per ton), on basis

of 6th class rates, East St. Louis to Western Termini and Trunk Line territory."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 498."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 6th, 1903.

Record shows that meeting considered matter of signing live stock contracts by agents of the different roads at National Stockyards. Action postponed until next meeting.

Meeting also considered issuing bills of lading not conforming to Rule 24 of Official Classification. Rule No. 24 was construed, and C. F. A. Chairman advised that the St. Louis Eastbound Freight Committee would be governed by that construction.

Meeting also considered letter received from Chairman C. F. A. to the effect that Joint Circular No. 1826, March, 1895, was not being enforced, and the matter was referred to the C. F. A. for consideration by the proper committee.

Meeting also considered rates on zinc, zinc oxide and sublimed lead, C. L., vs. pig lead, etc., and after discussion, the matter was withdrawn by the member who asked for the reduced rate.

Meeting also considered the matter of issuing transportation account of lumber and logging roads, and the subject was tabled. Also matter of issuing bills of lading before receipt of the traffic, which was also tabled.

Also letters from Cotton Exchange Transportation Committee, requesting conference; and it was moved, That the Special Committee of the St. Louis Eastbound Frt. Committee be given further time to report.

Meeting also considered rate on bones to Detroit, Michigan, and it was moved: "That the recommendation to the C. F. A. be changed to read 13½ cents, instead of 12 cents,

it being the understanding that any tariffs in force at present at less than 18½ cents will be cancelled, effective on legal notice.

Meeting also considered rate basis on sublimed lead and zinc oxide, C. L., vs. pig lead and spelter, and after consideration the following resolution was adopted:

"Resolved: That during the existence of the present rates on pig lead and spelter to C. F. A., Western Termini, and Trunk Line points, an advance on sublimed lead is not consistent, and we therefore recommend a continuance of them until rates on pig lead and spelter are restored to the basis provided therefor in Official Classification.

Further, to be entirely consistent, we recommend that zinc oxide be also placed on the same basis as sublimed lead."

Meeting also considered rates on pig lead from Missouri River. Letter was read from Chairman C. F. A., dated March 5th, File 4966, asking information as to whether members of the Committee knew of any reason for present rates from Kansas City to New York, etc., being continued, and it was

"Moved, That Chairman C. F. A. be advised that we are unable to give him any information that will be of any assistance to him in presenting the subject at the meeting of the C. F. A."

Letter from Chairman C. F. A., regarding representative at lumber meeting at Louisville, was read, and it was

"Moved, That the representative of the Clover Leaf be requested to represent this Committee at that meeting, which is to be held at Louisville, March 18th, regarding lumber rates from Ohio and Mississippi River crossings."

Meeting also considered and declined application for reduced rate on asphalt or asphaltum, East St. Louis to Detroit.

Meeting also considered rate on grain to Madison, Ind., and Chairman called attention to Circular Letter No. 116,

Feb. 28th, File 4155, submitting letter from member, making application for reduced rate on grain to Madison, Ind., and it was moved that action be deferred until next meeting.

Meeting also considered matter of exhibits for the Louisiana Purchase Exposition, and made recommendation in reference thereto.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 499."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 13th, 1903.

Meeting considered rates on cotton seed oil, Montgomery, Ala., to Eastern cities, and it was

"Moved: That Chairman C. F. A. be advised that rates on cotton seed oil, from Montgomery, Ala., to New York, N. Y., and Guttenburg, N. J., 29 cents, and to India Point and Providence, R. I., 31 cents, are being protected via East St. Louis lines, divided on percents as per Information No. 223, Series A, and that since these rates are in effect via Cincinnati and Louisville, it is the sense of the East St. Louis lines that there is no good reason why they should not be protected via this gateway, and it is therefore recommended to the C. F. A. that they be authorized."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 500."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 20th, 1903.

Record shows that meeting considered matter of report of the Cotton Exchange Transportation Committee conference, and a majority and minority report were read, and the following action taken:

"Moved, That the Report of the Special Committee be received, and that the Transportation Committee of the Cotton Exchange be advised that the Eastbound Freight Committee does not consider it expedient to make any proposition for the issuance of bills of lading on cotton notes."

Meeting also considered matter of signing live stock contracts by agents of the different roads at National Stockyards, and the following resolution was adopted:

"Whereas, It is the sense of this Committee that it is not expedient for the representative of the railroad to sign a uniform live stock contract for account of a shipper, even though he may have his power of attorney to do so, it is

"Resolved, That the members of this Committe will instruct their representatives not to do so in future, and in all cases to require the shipper, or his authorized agent, to sign live stock contracts."

Meeting also considered rates on grain to Madison, Indiana, and after general discussion the subject was laid over until after the St. Louis-Cincinnati-Louisville Freight Committee meeting, March 25th.

Meeting also considered the subject of issuing bills of lading on surrender of bills lading, before receipt of traffic from connections; and the subject was tabled.

The matter of rates on brick was brought up by the Chairman, and the following resolution adopted:

"Resolved, That the rates from East St. Louis on general brick and articles included in list, be established on the basis of East St. Louis to Terre Haute $1.35, Indianapolis $1.50, and to the Gas Belt points $1.75, the Chairman to send out, by circular letter, the rates recommended at meeting to-day, and report same to the C. F. A. for approval. (See Circular Letter No. 117, March 21st.)

Meeting also considered rating on barrel heading made of compound wood, and the subject was continued until

next meeting. Also rates on sand, glass and moulding, to C. F. A. points, and the Chairman was instructed to notify Chairman C. F. A. that the St. Louis lines were willing to attend a joint meeting for conference on this subject.

Meeting also considered rate on cattle and hogs to Indianapolis, and deferred action until next meeting. Also matter of marking each piece of L. C. L. freight, and Chairman was instructed to submit the matter to members by circular letter.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 501."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 27th, 1903.

Meeting considered rate on bones to Detroit, Mich. This subject was previously considered at meeting Feb. 20th, and recommendation sent C. F. A. It was brought up again by letter of March 18th from Chairman C. F. A. inquiring whether rate should be applied as proportional rate only. At meeting to-day it was moved, "That Chairman C. F. A. be answered that the rate of 13½ cents on bones, C. L., from East St. Louis to Detroit, should be authorized to apply locally, same as the rate authorized by Information No. 4018 on like traffic from Chicago."

Meeting also considered the question of conforming to Official Classification Rule No. 24. This subject was considered at meeting of the 6th, and action taken as shown in Proceedings No. 39, which was communicated to Chairman C. F. A., by letter of the 7th. At meeting to-day letters of March 9th and 18th, File 6937, from Chairman C. F. A., were read, and after discussion, it was

"Resolved, That the Chairman C. F. A. be advised that the lines, members of the St. Louis Eastbound Freight Com-

mittee, will be governed strictly by Rule No. 24 of the Official Classification.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 502."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 3rd, 1903.

Records shows meeting considered rating on barrel heading made of compound wood, and recommended to the C. F. A. that the article "Heading" in the list of articles on which lumber rates will apply, as given in various C. F. A. authorities, be changed to read, "Heading, plain or built up."

Meeting also considered rate basis on sublimed lead, etc.; Percentages, Cairo via East St. Louis to Trunk Line Western Termini points; and rate on cattle and hogs to Indianapolis vs. Chicago; all of which subjects were deferred until next meeting.

Meeting also considered the matter of marking each piece of L. C. L. freight, and it was referred to the Local Freight Agents' Association, with request for statement as to what is now being done by all lines, members of their Association, and also recommendation from the Local Freight Agents' Association.

Attention was called by Chairman to objections made to brick rates, by Circular Letter issued by Chairman C. F. A., and it was moved, "That a meeting of the Rate Clerks be called for Wednesday, April 8th, 10:00 a. m., to consider and report upon the objections made to rates previously checked in, etc."

Meeting also considered rates on cast-iron pipe, and recommended re-affirmation of Circular Letter No. 104, transmitted to Chairman C. F. A., with letter January 20th, the rate to Loveland, Ohio, being corrected to $2.20, as per letter Feb. 11th; and it was

"Resolved, That the report and recommendation be approved and forwarded to Chairman C. F. A., as reply to his letters."

Meeting also considered the subject of issuing bills lading on receipts of St. Louis Cotton Compress Co., and a Special Committee of three was appointed to take up the question.

Meeting also considered the matter of shipments to and from the Louisiana Purchase Exposition.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 503."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 10th, 1903.

Meeting considered rates on pig lead and spelter to C. F. A. points. The representatives of lines working through Cleveland and Toledo, thence via Lake, having stated that their lake and rail tariffs had been cancelled or amended, effective April 20th, the following was adopted for record:

"The Committee has considered the subject of rates on pig lead and spelter to Buffalo, and all lines via Lake Erie Ports have taken action withdrawing the lake and rail rate to Buffalo, and established a rate of 13½ cents to that point, making no lower rate to C. F. A. points, except where the authorized basis is lower; that the reports of the Lake and Rail Lines via Chicago indicate that their tariffs have not as yet been corrected, although it is anticipated they will be; nevertheless, the lines in this Committee will maintain the authorized interior rates regardless of any Lake and Rail rates via Chicago to Buffalo."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 504."

Plaintiff offers in evidence record of meeting of the St.

Louis Eastbound Freight Committee, held April 17th, 1903.

Record shows meeting considered rate basis on sublimed lead, etc., and after due consideration the following was adopted:

"Moved, That the rate on sublimed lead be advanced to the basis of rates now in effect on barytes, East St. Louis to Western Termini and Trunk Line points. That the rates on barytes, sublimed lead and zinc oxide to C. F. A. territory be checked in on the basis of Western Termini rates on sublimed lead, as above established, with the 6th class rates as a maximum. That the Lake Erie and Detroit River points be checked in as near to the Western Termini maximum as conditions will permit."

It was also moved, "That a meeting of the Rate Clerks be called to check in the rates and report to this Committee at next meeting."

Meeting also considered rate on cattle and hogs to Indianapolis vs. Chicago, and the Committee to whom the subject had been referred reported that they would recommend that the rate on cattle and hogs, East St. Louis to Indianapolis, be made 5th class, 13½ cents per 100 lbs.; and it was moved, "That the report be received, adopted, and Chairman C. F. A. advised accordingly."

Meeting also considered the subject of issue of bills of lading for cotton on receipts of the St. Louis Cotton Compress Company, and after general discussion it was moved, "That the subject matter of letter presented at meeting April 3rd be tabled." The following resolution was adopted:

"Move you, that the Committee, viz.: Messrs. Keane (Chairman), Hart and Penney, appointed at meeting Feb. 27th, be requested to confer again with the Cotton Compress Co., with the view to getting a proposition that may enable members of this Committee to enter into an agree-

ment with them for the issuance of receipts or bills of lading upon their contracts."

Meeting also considered the matter of Interstate Commerce Commission Orders, and loading, unloading and trackage charge on L. C. L. shipments at National Stockyards, both of which matters were deferred until next meeting for action.

Meeting also considered the question as to whether it was proper to route business New Orleans from C. F. A. points through St. Louis and Texas Pacific Railway. Letter was submitted from Chairman C. F. A., and it was moved, "That the Chairman answer Chairman C. F. A. in the affirmative."

Meeting also considered rates from East St. Louis vs. proportional rates from Mississippi River Crossings north thereof to points in C. F. A. territory, and Chairman was instructed to notify Chairman C. F. A. that this Committee is willing to attend meeting for conference with the other committees, "with the understanding that the discrepancies as obtained by Secretary Joint Rate Committee shall be submitted to the meeting for discussion."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 505."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 24th, 1908.

Meeting considered rate basis on barytes, sublimed lead and zinc oxide. Chairman read Rate Clerks' report, April 21st, and after discussion the following was adopted as this Committee's recommendation to the C. F. A.:

"Recommended, To the C. F. A., that the rate on sublimed lead be advanced to the basis of rates now in effect on barytes, East St. Louis to Trunk Line points, viz.: 23½ cents per 100 lbs., C. L., minimum weight 40,000 lbs., East

St. Louis to New York, usual differences to other Eastern cities; also

"Recommended, To the C. F. A. that the rates on zinc oxide, in Info. No. 3777, and on barytes in Info. Nos. 3863 and 3891, be cancelled; and further,

"Recommended, To the C. F. A. that advanced rates on barytes, sublimed lead and zinc oxide, C. L., minimum 40,000 lbs., be established from East St. Louis to the basing points named in Minimum Basing Book No. 9 as follows:" (Then follows an enumeration of shipping points, together with rate per cwt.)

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 506."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 8th, 1903.

Record shows that meeting considered issue of bills of lading for cotton on receipt of St. Louis Cotton Compress Company, and Committee was instructed to take the matter up with the legal department of the various roads, members of the Committee.

Meeting also considered Interstate Commerce Commission Orders, also loading, unloading and trackage charge on L. C. L. shipments at National Stockyards, and the subjects were tabled.

Meeting also considered matter of bills of lading on export lumber. This subject was considered April 24th, and laid over for information from Chairman C. F. A., as to whether the steamship companies have decided to recede from their original position, and will receipt for the number of pieces of lumber for all parties. Chairman read letter May 6th, File 6937, from Chairman C. F. A., giving information referred to, and it was moved: "That the letter from Chairman C. F. A. be included in the proceedings, and the subject be tabled.

Meeting also considered rate on lumber from the West, East St. Louis to C. F. A. points. Chairman read letters May 1st and 5th, File 9311-A, from Chairman C. F. A., relative to rates on lumber from the West forwarded via East St. Louis at proportion of the Cairo rate; and resolution was adopted declaring it the sense of the St. Louis Eastbound Freight Committee that Chairman C. F. A. be advised that in consequence of the authority existing for pro-rating Cairo rates on shipments consigned to Trunk Line territory, and the fact that Cairo rates to C. F. A. points can also be pro-rated through every other junction except East St. Louis, that it is impracticable for the lines, members of this Committee, to apply rule in C. F. A. Information No. 1878, dated December 5th, 1899, prohibiting the pro-rating of the Cairo rate, etc., on lumber, etc., through East St. Louis; and that as the Iron Mountain publishes a through tariff from Cairo to C. F. A. points, handling the lumber in question upon that basis, we cannot apply any other rule to shipments handled by that line than we do on shipments handled in connection with other lines leading from Cairo, Gale, Thebes, and East Cape Girardeau. It was moved that the Chairman be requested to submit this to the Central Committee, with the view to having same authorized, as this has been the practice for years, and cannot be changed.

Meeting also considered rates on wool, and Chairman was instructed to advise Chairman C. F. A. that East St. Louis lines are trying to get away from the C. L. rating on wool, and that if the Official Classification is not changed so as to do away with the 2nd class rating on 10,000 lbs. basis, it will result in tub-washed or scoured wool being placed on the 2nd class basis, any quantity.

Meeting also considered rate on sulphide ore, C. L., East St. Louis to Rosslyn Station, Pa., P. C. C. & St. L. Ry., coming from Iola, Kansas. Chairman read letter from a

shipper making application for commodity rate on above article, and after consideration, it was moved: "That the Chairman reply to the applicant, asking them to have their rates fixed west of East St. Louis, and have application for rates east of East St. Louis made by a western line.

Meeting also considered rates on barytes, and it was moved, "That the Chairman advise Chairman C. F. A. that the rates named apply on ground barytes, as provided for in Information 842-A, 3863 and 3881.

Meeting also considered application from the G. F. A. C. & E. I. R. R. (Frisco system) for membership in the Committee, and it was moved that the application be accepted, and G. F. A. Campbell notified accordingly.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 507."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 22nd, 1903. Meeting considered proportional rate on pyrites screenings or sulphide ore, East St. Louis to Cleveland. Chairman read letter of May 15th, File 2721, from A. G. F. A., T. St. L. & W. R. R., making application for rate of $2.20 per gross ton on pyrites screenings or sulphide ore, East St. Louis to Cleveland, Ohio, to take the place of Supplement No. 6, naming rate of $2.00 per gross ton. The T. St. L. & W. R. R. representative stated that since writing the letter Supplement No. 11 to I. C. C. 210, and G. F. D. 391, was issued May 21st, effective June 4th, making rate $2.20 per gross ton. During the consideration of the subject, it was stated that the whole procedure was irregular, and it was therefore moved, "That the subject be referred to the Central Committee as an irregular tariff."

Meeting also considered subject of absorption of switching in St. Louis. It having been stated that there was some doubt as to the course to be pursued by the C. & E. I. R. R.

on the above subject, Mr. E. J. Knickerbocker, G. F. A. C. & E. I. R. R. (Frisco System), said, "It is the purpose of the C. & E. I. R. R. to act as an East St. Louis line only, and that no switching to or from industries in St. Louis will be absorbed except when in competition with the Wabash R. R."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 508."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 29th, 1903. Record shows meeting considered matter of routing New Orleans business to C. F. A. points through St. Louis and Texas & Pacific Railway, and made recommendation thereon.

Meeting also considered matter of rates and weights on paper stock Information No. 4050, East St. Louis to Allegan, Mich., and Vincennes, Ind., and recommended that rates and weights be changed to meet Chicago competition.

Meeting also considered percentages, Cairo via East St. Louis to Trunk Line Western Termini points, and matter was deferred until the subject had been considered by Committee on Relations with Southern Roads.

Meeting also considered rates on pig lead and spelter and recommendation made for a certain rate to be established to Grand Rapids, Mich., from East St. Louis.

Meeting also considered subject of lumber from St. Louis proper, billed as from beyond. The subject was brought up by letter from Chairman C. F. A., submitting letter from Chief Inspector, both of which were read. Chairman also read letters written A. G. F. A., C. & A., and A. G. F. A., B. & O. S. W., and their replies, stating that they would give Chairman definite information as soon as they had con-

cluded their investigations; and the subject was continued to the next meeting.

Meeting also considered rates on cotton, and deferred action until the next meeting. Meeting considered likewise issue of bills of lading for cotton on receipt of St. Louis Cotton Compress Company, and the Chairman was instructed to ask each member to endeavor to get reply from their attorneys, and come prepared to dispose of the subject at the next meeting.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 509."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 5th, 1903.

Meeting considered matter of lumber from St. Louis proper, billed as from beyond, and it was

"Moved, That the Chairman C. F. A. be advised that after carefully investigating the matter it appears that the transactions mentioned in Chief Inspector's letter May 21st, File A-7596, could not have happened, except by the unauthorized action of the Wiggins Ferry Co., and that the matter has been taken up with them, and an understanding reached that they will in future lend their aid to Eastern lines in the application to the proper rates."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 510."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 23rd, 1903.

Record shows meeting considered rates and minimum carload weights on cooperage, and deferred action until the next meeting.

Meeting also considered the matter of issue of bills of lading for cotton on receipt of St. Louis Cotton Compress Company. Special Committee asked for more time to report, which was given them.

Meeting also considered the question whether or not the roads in issuing receipts or bills of lading for P. H. P. from National Stockyards, insert "Shipper's load and count." After discussion, a member stated that he would like to see an agreement reached in the Committee, to the effect that members could not issue a clear bill of lading unless the shipment was counted by the railroad. As all representatives were not prepared to enter into such an agreement, it was moved that the subject be laid on the table.

Meeting also considered the matter of advancing charges or drayage to private teams. This subject was brought up by letter from Chairman Southern Freight Association (See Circular Letter No. 141, June 8th), which was considered at last meeting and laid over. After consideration, it was moved,

"That Chairman Southern Freight Association be advised that members of this Committee are not prepared to adopt the rules referred to in his letter, and subject be laid on the table."

Meeting also considered letter from member regarding unauthorized percentage basis applied from Quincy and Hannibal, and action was deferred. Also rates on cotton from Texas and Indian Territory, subject considered, and laid on table.

Meeting also considered application of proportional rates on fruits and vegetables from St. Louis. Subject was brought up by letter June 6th, File I-306, from Chairman C. F. A., which the Chairman read, and it was moved: "That Chairman C. F. A. be advised that it is the understanding of this Committee that all lines are complying with the terms of C. F. A. Information No. 3303, and apply the same only on shipments originating west of the West bank of the Mississippi River, and he be asked for specific reference to any shipments that are being handled at variance with this rule."

Meeting also considered proportional rate on grain to Madison, Indiana. This subject was considered at meeting of April 24th, Proceedings No. 46, and recommendation made to C. F. A. At meeting May 22nd letter was read from Chairman C. F. A. to the effect that roads decline to approve the proposition, etc., and papers were ordered placed on file. At meeting to-day Chairman read letter of June 8th from Chairman C. F. A. to the effect that if the grain to move under rate requested would in all cases originate west of the Mississippi River, there was a possibility of objections being withdrawn, etc. After discussion, the G. F. A., T. H. & I. R. R. stated that they were willing to make their tariff read on traffic from west of the Mississippi River, and suggested that Chairman C. F. A. be so notified. The Chairman to take subject up with interested roads, and request that tariff be made to conform thereto.

Meeting also considered minimum charge on peddler cars loaded with dressed beef, and action on subject postponed, to be taken up at next meeting. Also rates on paper stock, C. L., and recommendation made to C. F. A. that all rates on paper stock named in C. F. A. Information No. 4050, dated Feb. 11th, 1903, be cancelled.

Rates on watermelons were also considered, and Rate Clerks ordered to meet to check up proposed rates with existing authority, that is, Information No. 1557, and report result at next meeting.

Meeting also considered rates on brick, etc., and recommended restoration of $3.00 per ton rate on brick and articles taking same rates, East St. Louis to Western Termini Trunk Lines.

Meeting also considered cancellation of unauthorized rates on sash doors and blinds published by Western roads, and action on the subject was deferred until next meeting.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 511."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 26th, 1903. Meeting considered through rates and divisions on melons from Missouri. Chairman stated that, as instructed, meeting of Rate Clerks had been called, and their report submitted in Circular Letter No. 148. The following was adopted, after consideration of the subject:

"Moved, That reply be made to letter June 20th, File Y/8, from E. B. Lane, Chairman Western Roads Committee, in line with report of the Rate Clerks (Circular Letter No. 148), to the effect that it is impossible for the Eastern lines to properly consider the matter with information furnished, and it appears quite necessary for the lines he represents to compile tariffs and division sheets and submit same for approval."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 512."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 3rd, 1903.

Record shows that meeting considered cancellation of unauthorized rates on sash doors and blinds, established by Western roads; and, by resolution, it was declared to be the sense of the St. Louis Eastbound Freight Committee that the matter should be handled by the C. F. A. as a whole, because it involves lines operating from the Mississippi River at junctions other than East St. Louis.

Meeting also considered minimum charge on peddler cars loaded with dressed beef, full C. L. rate, and C. L. minimum weight to farthest destination. Roll was called to ascertain whether any of the lines operate peddler cars east of the Indiana-Illinois State Line, and if so, that Chairman C. F. A. be advised accordingly. On roll call, all roads stated that they did not.

Meeting also considered rate on sublimed lead, white and

red lead, and litharge. The subject was brought up to-day by letter of June 29th, File 9069, from Chairman C. F. A., requesting vote in detail as to restoring rates on above commodities to Official Classification basis, which the Chairman read, and after discussion, it was moved: "That Chairman C. F. A. be advised that the result of vote on the proposition, as per his letter May 29th to advance the rates to Official Classification basis, was nine in the affirmative, two roads not voting. The two roads not voting were the Wabash and the T. St. L. & W. At a subsequent meeting the result was a compromise proposition as presented in letter June 27th."

Meeting also considered rates on rice from East St. Louis, via K. C. So. Ry., from Beaumont, Texas, etc., and it was moved that the application be declined.

Meeting also considered issue of bills of lading for cotton on receipts of St. Louis Cotton Compress Company. This subject had been referred theretofore to a Special Committee, and at meeting to-day the Special Committee made report; and Chairman was instructed to issue circular letter sending copies of this report to resident members only. Subject to be further considered at next meeting.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 513."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 10th, 1903.

Record shows that meeting considered rates and minimum carload weights on cooperage; also cancellation of unauthorized rates on sash, doors and blinds, published by Western lines; and it was moved that the Chairman reply to Chairman C. F. A. that our opinion still stands as expressed in former communication, but if he will furnish us with a copy of the notice furnished by the Peoria and Chicago lines

to the Western roads, the Eastbound Freight Committee will give the matter further consideration.

Meeting also considered the matter of sending irresponsible parties with shipments of live stock; and letter from Chairman C. F. A. suggesting recheck of proportional rates on phosphate rock, in line with Cincinnati; and it was moved: "That Chairman C. F. A. be notified that the East St. Louis lines are not especially interested in the phosphate rock rates, and will be satisfied to have their rates checked in on basis of 20 cents per ton less than agreed to from Cairo, this being the authorized differential under Cairo, as now in effect, and authorized in C. F. A. Information 3995."

Meeting also considered subject of conference meeting of the Cairo-Thebes, etc., lines with the St. Louis Eastbound Freight Committee on basis for rates and rate sheet from Ohio River crossings and East St. Louis. Chairman read letter, dated July 8th, File 10241, from Chairman C. F. A., suggesting meeting at Chicago, Thursday, July 16th, and it was

"Moved, That the Chairman reply to Chairman C. F. A. that it would be more agreeable to the St. Louis Committee, and in their opinion not unreasonable, to have the Cairo-Thebes lines come to St. Louis for the meeting suggested. The date mentioned, 16th inst., will be satisfactory, if advised."

Letter was submitted from the M. & O. R. R., referring to S. N. 1344, and asking for complete list of Western Termini points. It was moved that the Chairman answer G. F. A. M. & O., giving him the points mentioned in 6th paragraph of C. F. A. Information No. 1339, omitting Toronto, Canado, as follows: Suspension Bridge, Niagara Falls, Tonawanda, Black Rock, etc., and calling attention to the fact that the information published in Line Handbooks,

and also arbitraries demanded by delivering line, shall regulate the deduction of arbitraries before prorating.

Meeting also considered issue of bills of lading for cotton on receipt of St. Louis Cotton Compress Company, and action thereon deferred.

Meeting considered subject of application of proportional rates on fruits and vegetables from St. Louis, and it was laid over awaiting reply from the Wabash R. R.

Rates on paper stock were taken up, discussed, and deferred until next meeting.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 514."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 17th, 1903.

Meeting considered the subject of concellation of unauthorized rates on sash doors and blinds, published by Western lines. Chairman read letter of July 14th, File 7362, from Chairman C. F. A., submitting copies of notices filed by the Chicago and Peoria Committees; and after discussion, it was

"Moved, That the Chairman prepare a notice similar to those filed by the Chicago & Peoria Committees, and submit same to the various members for their signatures. After all the signatures are secured, they be sent to Chairman C. F. A."

Meeting also considered rate on corn to Terre Haute. Chairman read letter of the 10th inst., File 9303, from Chairman C. F. A., to the effect that the T. H. & I. is using rate on corn, East St. Louis to Terre Haute, less than authorized in C. F. A. Information No. 4007. The Vandalia stated that when they were convinced that the rate is 7 cents to Indianapolis via other lines, they are willing to advance the rate to both Indianapolis and Terre Haute to the au-

thorized basis, as the 5 cent rate to Terre Haute is based on the 6 cent rate to Indianapolis.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 515."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held August 7th, 1903.

Record shows meeting considered rates on mussel shells, and deferred action until receipt of information from the Louisville Committee, having under consideration the same subject.

Meeting also considered request for rates on acetate of lime, carloads, and recommended to the C. F. A. the establishment of a commodity rate of 30½ cents per 100 lbs. East St. Louis to New York, usual differences to other eastern cities.

Meeting also considered and fixed rate on peaches; also minimum carload weight on potatoes; and made recommendation to the C. F. A. thereon.

Meeting also considered unauthorized rate on grain, East St. Louis to Terre Haute and Indianapolis; and railroads permitting shippers to sort and grade hides on their platforms.

Also rate on berries from East St. Louis. Chairman read letter from Chairman C. F. A., dated July 22nd, File 9303, regarding unauthorized rate on grain, East St. Louis to Terre Haute and Indianapolis; letter August 4th, File 10888, regarding practice of railroads permitting shippers to sort and grade hide on their platforms; and letter August 5th regarding rate on berries from East St. Louis; and the subjects were all laid over for a regular meeting.

Meeting also considered divisions on lumber to Canadian points. Letter was presented from a member regarding division of lumber rates, Cairo, Ill., via East St. Louis, to

Canadian points, enclosing copy of letter from Grand Trunk and Canadian Pacific Railroad, dated Montreal, July 29th, 1903. After discussion, no action by this Committee was deemed necessary.

Meeting also considered rate on live stock to Virginia cities; and rail and lake rate, via Chicago, on pig lead and spelter; and it was moved, "That the Chairman take the subject up with I. C. R. R., requesting them to cancel the tariff and rate referred to, calling attention to the fact that if they do not cancel or withdraw the rate, it will result in rate being published by lines working through Lake Erie Ports, which in turn will affect rates to intermediate points."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 516."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 4th, 1903.

Meeting considered recommendation to the C. F. A. that lines, Cairo, Gale and Thebes to East St. Louis be allowed a fixed rate on all lumber to Trunk Line and Western Termini points. Various recommendations were made to the C. F. A. on the basis of an agreement of percentages to be allowed on the fixed rate.

Meeting also considered rates and divisions on lumber, from Cairo via East St. Louis to Canadian points. As regards the publishing of the East St. Louis division of Cairo rate on lumber to Canadian points, the following was adopted:

"Moved, That it is the sense of this Commitee that the members publishing the proportional rates from East St. Louis based on the East St. Louis division of the Cairo rate or the East St. Louis division of lumber rates from pro-rating points from the south should be discontinued, and lines having such tariffs in effect should be requested to

cancel same, and that all such traffic should be handled on basis of published through rates of the initial lines, divided on the authorized basis."

Meeting also considered rates on iron and steel rails, East St. Louis to Pittsburg, Pa. This subject was brought up by letter from G. F. A., C. & A. Ry., making application for a rate of $3.25, East St. Louis to Pittsburg. After consideration of the subject, the following was adopted:

"Moved, That since the rate from Chicago to Pittsburg is the same as from Pittsburg to Chicago, and rate from Pittsburg to East St. Louis is $3.25 per gross ton, we recommend that the rate be made $3.25 from East St. Louis to Pittsburg."

This recommendation to be sent Walter H. Smith, Secretary Special Committee on New Iron and Steel Rails, Cleveland, Ohio.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 517."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 18th, 1903.

Record shows meeting considered matter of issuing bills of lading for cotton on receipts of St. Louis Cotton Compress Company, and issuing bills of lading on cotton in warehouses in East St. Louis; and resolutions were adopted declaring that the roads, members of this committee, will not issue any bills of lading until the property was in possession of the carrier; and all roads voted in the affirmative.

Meeting also considered proper rates on mussel shells, asphaltum pitch, and silica, and made recommendations thereon, and adjourned.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 518."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 25th, 1903.

Meeting considered application for reduced rate on gilsonite (asphaltum), Utah to Atlantic seaboard points, via East St. Louis vs. Galveston. This subject was brought up by a letter from a shipper, which Chairman read, and it was moved that the application be declined.

Meeting also considered the subject of allowance on C. L. shipments of live stock to C. F. A. points west of the Western Termini. This was brought up by letter of Sept. 17th from G. T. M. National Stockyards Co., which the Chairman read, and it was moved that the application be declined.

Meeting also considered divisions on lumber from and via Cairo, etc., and East St. Louis to C. F. A. points west of the Western Termini. The Chairman was instructed to advise the Chairman C. F. A. that the percentages existing between the various C. F. A. and other roads have not been the subject of joint agreement, but are a matter of individual arrangement. But on lumber the lines south and north of East St. Louis are a unit on the proposition that on traffic to C. F. A. points, the lines south should be allowed a maximum of 3 cents per 100 lbs. when destined to C. F. A. territory west of the Western Termini. The percentages in many cases allow more, and in all cases provide for a minimum of 3 cents per 100 lbs. The authorization of a uniform proportion of 3 cts. per 100 lbs., the same as recently agreed upon by the St. Louis lines, and approved by the C. F. A., as per Information No. 4639, to apply on lumber to Western Termini, will dispose of this matter in a way that will be more satisfactory to all interests than the present method. It is understood that the provisions shown in C. F. A. Information 4639, that lines will not publish

proportional rates from East St. Louis on this traffic, will apply."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 519."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 2nd, 1903.

The record shows that meeting considered matter of rates and divisions on pine lumber from points on the M. & O. R. R. in Mississippi and Alabama; and also considered rate on peaches to C. F. A. territory from the Southwest, and recommended change in C. F. A. tariff.

Meeting also considered question of applying 6th class rates on red and white lead and litharge, only when dry, and not otherwise; and it was moved, "That in view of the fact that the line originally establishing these rates makes the declaration that they will apply the same rates on white and red lead and litharge, in oil or dry, it is the sense of this Committee that the attention of the Central Committee be called to this phase of the matter, as it will tend to pull down rates on all classes of paint, as outlined by Chairman C. F. A., in letter Sept. 24th, File 9069-C."

Record also shows roads considered cancellation of unauthorized rates on sash doors and blinds published by Western roads, and discloses that the Eastbound Freight Committee roads had notified the Western roads that they would cancel all tariffs giving proportional rates after a certain date named.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 520."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 16th, 1903.

Meeting considered the question of whether or not unauthorized divisions are accepted on Pacific Coast traffic to points east. This subject was considered at meeting October 9th, being brought up by letter from member, and laid over for the members to investigate. At meeting today members present individually announced that they were not accepting anything less than the authorized divisions on Pacific Coast traffic. The members absent at the time, namely the C. & A., C. P. & St. L., and L. H. & St. L., were conferred with after the meeting, and all made statements to the same effect as members that were present.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 521."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 23rd, 1903.

Record shows that meeting considered matter of application for reduced rate on ice cans returned for repairs, and after consideration the application was declined.

Meeting also considered basis for division of through rates on grain from Missouri River to points in C. F. A. territory, and it was suggested by several members that the Chairman issue a circular letter, giving copies of correspondence between himself and Chairman C. F. A. to the effect that Special Committee should be appointed, to consist of one representative from Chicago, Peoria and St. Louis, and thus give the members who desire an oportunity to correspond with the Committee and express their views.

Meeting also considered rates on enameling plates to Eastern cities and Western Termini points, and made recommendation for rate on above named commodity.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 522."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 30th, 1903.

Meeting considered weights on beer East St. Louis to C. F. A. points. The subject was previously considered at meeting of Oct. 23rd, and laid over for investigation, and at the meeting to-day it was stated that the result of the investigation is that the claim of the Anheuser-Busch Brewing Association that Western Classification weights are being charged on beer to C. F. A. territory is confirmed. After due consideration of the subject, it was moved:

"That the Chairman report to Chairman C. F. A. that the Anheuser-Busch Brewing Association decline to pay freight charges on beer, in glass, packed in wood, assessed on average estimated weights, as provided for by Chief Inspector, on the grounds that shipments from Milwaukee are handled at weights provided for in the Western Classification, and that demanding freight charges on basis of average estimated weights as provided for by the Chief Inspector being a discrimination against breweries located at other points than Milwaukee, it is desirous that the matter be rectified by either advancing weights charged from Milwaukee to C. F. A. points, or a reduction in those used to other points."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 523."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held November 6th, 1903.

Record shows meeting considered application for commodity rate on beauxite ore or alumina, East St. Louis to Massena Springs, N. Y., and made recommendation for a fixed rate, naming rate. It was suggested that a member of this Committee should be present at the meeting of the

Uniform Basis of Rates Committee, to which this subject would probably be referred, and Mr. Edward Hart, Jr., was delegated to explain the subject to the Uniform Basis of Rates Committee.

Chairman called attention to letter of Oct. 30th, from Chief Inspector Trunk Line Association at Buffalo, and requested instructions as to what reply to give to inquiry as to whether Western Termini rate in C. F. A. Info. 3923 applied on other than beauxite ore, crude.

Meeting also considered weights on beer, East St. Louis to C. F. A. points. Chairman read correspondence from Chairman C. F. A. and Chief Inspector, to the effect that shipments from both Milwaukee and St. Louis were charged for at correct weights, and the subject was tabled.

Meeting also considered rates on lumber to Canadian points, and passed resolution thereon, in reference to rate made by C. B. & Q. road.

Meeting also considered proper basis for rates to L. S. & M. S. R. R. stations in Indiana, and the matter was continued until next meeting. Also divisions of rates on grain from Missouri River to C. F. A. points. Chairman read letter from Mr. Hart to the effect that he did not attend meeting called by Chairman C. F. A., on account of not having received from members of the Committee their views on the subject. Mr. Hart stated that unless he did get an expression of the members of the Committee he would ask to be excused from representing the Committee.

Meeting also considered rates on steel bolsters and enameling plate, and recommended to the C. F. A. the establishment of certain rates named on above commodities, the vote on above recommendation being affirmative 8, negative, 1, absent 2.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 524."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held November 20th, 1903.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 525."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 4th, 1903.

Record shows that meeting considered rates and divisions on yellow pine lumber, Arkansas to Trunk Line territory. At meeting Nov. 20th a Special Committee was appointed to make report on this subject, and at meeting Chairman read report of Special Committee, as follows:

"Yellow Pine Lumber being a highly competitive commodity, as between different producing districts, prices being fixed, and sources of supply and demand clearly defined, which conditions have been recognized by all lines in the territory in which it is manufactured, and the necessity to apply the same through rates to Eastern Cities from mills west of the Mississippi River in Arkansas, Texas and Louisiana as are in effect from mills in Mississippi and Alabama having developed, your Committee recommends that C. F. A. Information Circular No. 1042-A be amended by the addition of a third section, and a note as follows:

"The same through rates as are current from points within the territory described in Section One hereof, may be published from points in Arkansas, Louisiana west of the Mississippi River, and Texas, and when lower than the combination of local or proportional rates via Mississippi River crossings, Cairo to East St. Louis, inclusive, they also may be divided on the percentage divisions provided herein; proportion of lines east of East St. Louis to be computed by sub-dividing proportion east of Cairo on divisions

as per C. F. A. Information No. 998, Series A, or subsequent issues thereof.

"Note: These divisions are to be used only in the protection of through rates published by originating lines, and proportional rates on these divisions from Ohio or Mississippi River crossings are not to be published."

Above exhibit, consisting of six pages, is marked "Plaintiff's Exhibit Fraser No. 526."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 11th, 1903.

Record shows that meeting considered protection via East St. Louis of lowest combination of rates from Pacific Coast to eastern cities, and the following resolution was adopted: "Moved, That the subject be referred to Chairman C. F. A., requesting him to take the matter up with the Trans-continental Freight Bureau to develop why through rates are not published on green vegetables and potatoes from Pacific Coast points to Trunk Line points, and what necessitates making the rates on combination of locals to and from the Mississippi River or Chicago, also with the view to having through rates established so that this gateway may be placed in position to compete for a share of the traffic."

Meeting also considered matter of rates on cast iron pipe from East St. Louis; and rates on pig lead and antimonial lead; and deferred action thereon.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 527."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 18th, 1903.

Meeting considered participation in rates on sulphur, C.

L., from Louisiana mines to C. F. A. points, and it was moved,

"That attention of Chairman C. F. A. be called to the fact that notwithstanding basis of division of rates submitted in Advice Letter No. I-902, on sulphur, C. L., from Brimstone and Sulphur Mine, La., to various C. F. A. points, were not adopted by roads in C. F. A., the rates mentioned therein, or lower, are in effect by tariffs of Southern Roads, and ask that he again submit the matter to roads in interest, with the view of ascertaining if any line in the C. F. A. is accepting percentage division of the proportion accruing to lines north of New Orleans, after allowing lines west of New Orleans their arbitraries."

Meeting also considered the question of whether or not rates on lead ore in Information No. 1041-A should be limited to shipments from beyond the Mississippi River. Chairman read letter of December 11th, File 10077-A, from Chairman C. F. A., to the effect that there were no lead ore deposits east of the Mississippi River, etc., but requested that the Committee consent to limit the basis named in Information No. 1041-A to lead ore shipments originating west of the River. After discussion, it was moved, "That the rates referred to in C. F. A. Information No. 1041-A be published as proportional rates, only, applying on shipments originating beyond the Mississippi River, and south of the Ohio River."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 528."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 29th, 1903.

Record shows that meeting considered request for legislation in connection with C. F. A. Information No. 1059-A, providing for divisions to additional eastern points.

Meeting also considered rates on clay, shale and kaolin, and asked for a general recheck of rates and divisions on same, so as to place East St. Louis on an equality with all other crossings of the Mississippi River.

Meeting also considered rates on beauxite ore to Canadian points. Also subject of incorrect weights being accepted on shipments of produce, and recommended the cancellation of C. F. A. Information No. 4630 in regard thereto.

Meeting considered rates and divisions on yellow pine lumber, Arkansas to Trunk Line points, and made recommendation for change of rates thereon.

Also rates on red, white and sublimed lead, etc., and roll was called to ascertain whether members of the Committee would re-publish the rates named on above commodities.

Meeting also considered proportional rates on lumber to Canadian points; Application from the Lumbermen's Exchange for relief; and Reconsigning shipments of lumber en route; all of which were laid over until the next meeting.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 529."

At this point a recess is taken until 3:00 o'clock, p. m.

After recess, on Tuesday, November 27th, 1906, the following proceedings were had:

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 5th, 1904.

Meeting considered the subject of re-consigning lumber en route, and it was moved, "That the report of the Special Committee, as amended, be received and communicated to the Chairman C. F. A. as the sense of this Committee." The amended report is as follows:

"No legislation of the C. F. A. can be found prohibiting the practice of reconsigning shipments of lumber (or any

other commodities) while in transit, and protecting the current through rates and divisions from points of origin to final destinations, applying via routes shipments travel.

If it is found that legislation does exist prohibiting the reconsigning of lumber en route, that the same be cancelled.

It is a matter of record that the reconsigning of lumber is permitted at Memphis, Cairo, Gale, Thebes and other points, therefore the practice of reconsigning lumber at East St. Louis or by the East St. Louis lines does not seem inconsistent from any point of view, nor does it permit of any manipulation of through rates."

Meeting also considered proposition to change rates in C. F. A. Information No. 1058-A from East St. Louis; and it was moved, "That Chairman C. F. A. be advised that while we feel that we cannot take the action suggested, as East St. Louis is simply on a parity with Chicago, and regretting that it might possibly make a reduction from Chicago, we believe that we should not get away from the general principle that the East St. Louis rate should be prorated from the Upper Mississippi River crossings."

Meeting also considered rate on zinc lead flue dust to Cleveland, and it was moved, "That we recommend to the C. F. A. that the authorized rate on zinc oxide, C. L., minimum weight 40,000 lbs., be authorized to apply on zinc lead flue dust, and that application of the Western Line for lower basis ($1.50) be declined."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 530."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 22nd, 1904.

Correspondence was submitted regarding irregularities in handling lumber, and it was moved, "That the Chairman call the attention of the Kansas City Southern Road to the

legislation at joint meeting October 24th, 1902, regarding the publication of through rates by initial lines on lumber, to C. F. A. and Trunk Line territories, requesting the Kansas City Southern Road to conform thereto by publishing through tariffs, and that in the event of their failure to do so, the lines leading east from East St. Louis will exact local rates therefrom."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 531."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 29th, 1904.

Meeting considered the subject of legislation in connection with C. F. A. Information No. 1059-A providing for additional eastern points. At meeting of the Rate Clerks, 28th inst., it was recommended,

"That in view of the fact that the question of uniform divisions between Lower Mississippi Valley points on the one hand, and Trunk Line points on the other, was referred to the Chairman C. F. A. without specific division recommendation from the St. Louis Eastbound Freight Committee, it is suggested by the Committee of Rate Clerks that it may be practicable for the Eastbound Freight Committee to instruct us to suggest a recommendation covering specifically the interior rate basis points in Trunk Line territory, which if adopted will have the effect of cancelling individual divisions now on record without authorization, and at the same time it is expected that this action will have the effect of uniformity and completing the present Association record regarding division basis."

Meeting also considered rate on residuum of sulphate of lime. Letter was read from shipper, to the effect that the rates proposed were not satisfactory, and it was moved that the subject be tabled.

Meeting also considered rate on cotton-seed meal from Arkansas via West-side lines, East St. Louis to Eastern cities. Chairman read letter of the 25th inst., File 11331, from Chairman C. F. A., on above subject, stating that roads from East St. Louis are accepting shipments of cotton-seed meal originating in Arkansas and arriving at East St. Louis via routes operating west of the River, such as the Missouri Pacific, etc., and applying east of East St. Louis the proportion of the Cairo rate, etc. After consideration of the subject, it was moved, "That the Chairman C. F. A. be requested to furnish specific instances of the alleged violation of the C. F. A. rules, as regards improper billing of cotton-seed meal from East St. Louis to Eastern Trunk Line points."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 532."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 5th, 1904.

Meeting considered rate on rough marble, C. L., from Colorado, East St. Louis to eastern cities, and it was

"Recommended, To the C. F. A. that rate be established on marble blocks, rough quarried, on basis of 15½ cents per 100 lbs., Chicago to New York, usual differences to other Eastern cities, when from Colorado points, released to valuation not exceeding 20 cents per cubic foot. Pieces weighing three tons and over to be loaded and unloaded at risk and expense of consignor and consignee."

Meeting also considered the question of cancellation of Joint Committee Freight Circular No. 1007, and C. F. A. Info. Nos. 2367 and 399-A. It was

"Moved, That we recommend to the C. F. A. the cancellation of Joint Committee Freight Circular No. 1007, June 16th, 1897, and C. F. A. Information Nos. 2367 and

399-A, July 16th, 1900, and the adoption of the following in lieu thereof:

Recommended, To the C. F. A. that lines leading easterly from East St. Louis, Ill., and their connections, be authorized to protect the same through rates on lumber and articles taking lumber rates, received from the Mo. Pacific, St. L. I. M. & So., St. Louis and San Francisco, Missouri, Kansas & Texas, and the St. L. Southwestern railroads, or other west-side lines, at East St. Louis, and destined to the Western Termini of the Trunk Lines, or points east thereof, as applicable upon like traffic from the same points of origin to the same destinations, forwarded via Cairo, Gale, or Thebes, Ill., subject to the following conditions:

(1) The through rates via East St. Louis shall be published in through Joint Tariffs to be issued by initial roads.

(2) In the division of such through rates via East St. Louis, the maximum amount allowed lines west and south of East St. Louis shall be the local rates from point of origin to East St. Louis.

(3) The proportion of such through rates via East St. Louis accorded to the lines East of East St. Louis shall be governed by C. F. A. Info. Nos. 4639, 998-A, or future issues of same.

(4) Proportional rates shall not be published from East St. Louis to the Western Termini of Trunk Lines, or points east thereof, based on the rates and divisions authorized from Cairo, Gale or Thebes."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 533."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 12th, 1904.

Record shows that meeting considered proportional rates on lumber to Canadian points, and it was

"Moved, That Chairman C. F. A. be advised that unless the C. B. & Q. R. R. can be induced to withdraw their proportional tariff on lumber, from St. Louis to Canadian points, that the lines operating from East St. Louis will be compelled to make a publication from East St. Louis corresponding with that of the Burlington from St. Louis; and that to prevent, if possible, this action on the part of the East St. Louis lines, and with a view to preventing any reduction in the rates from Gale, Thebes and Cairo, as well as from Ohio River crossings, that he be requested to take the matter up with the Freight Traffic Manager of the Burlington Route, to see if he will not meet the views of the other St. Louis lines, and cancel this tariff."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 534."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 19th, 1904.

Meeting considered rate on brick, C. L., to Trunk Line territory. This subject was considered at meeting of the 12th (See Proceedings No. 75), and laid over with the view of having Chairman confer with the shippers for additional information. At meeting to-day Chairman reported result of conference, and after consideration the roads individually advised that application be declined.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 535."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 4th, 1904.

Record shows that the Committee considered rates on

plaster. Statement was submitted which showed that rates from East St. Louis were in line with rates from other plaster producing points, namely, Alpena, Alabaster, Grand Rapids, Mich., etc. After consideration, the following was adopted:

"Lines interested individually advise that, in view of the fact that rates on plaster from East St. Louis are on a relative basis with rates from other western producing points, it is deemed inexpedient to make a reduction from East St. Louis, as it would ultimately force a reduction from other producing points."

Meeting also considered rates on clay, shale and kaolin, and the following was adopted:

"It is the sense of this Committee that action at meeting December 29th, viz.:

"Whereas, The St. Louis lines believe that the present and proposed rates on clay, shale and kaolin (crude) from Ohio River crossings, Gale, and Thebes, are a menace to the East St. Louis interests, be it

"Recommended, That the entire subject of rates on clay, shale and kaolin (crude) from Ohio and Mississippi River crossings, be referred to the Chief Traffic Officials of the interested lines, for the purpose of securing a general advance from Ohio River crossings, Gale and Thebes; or, failing in this, a general revision of rates, with the view to placing all crossings, including East St. Louis, on a parity, be re-affirmed, and pending action recommended therein, it is

"Recommended, That present rates from Ohio River crossings, Cincinnati to Evansville, inclusive, and East St. Louis, be continued, and that rates from Cairo, Gale and Thebes be advanced to the usual differentials over rates from East St. Louis."

Meeting also considered rate on hides, green, salted, to Fremont, Michigan, and it was

"Recommended, to the C. F. A. the elimination of Note in C. F. A. Info. 3890, that the rate of 17 cents per 100 lbs. on hides, green, salted, from East St. Louis to Fremont, Mich., 'applies only on shipments originating at Missouri River points.'"

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 536."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 18th, 1904.

Meeting considered rate on green salted hides, C. L., to Bracebridge and Huntsville, Ont., and it was moved,

"That the Chairman take subject up with the Grand Trunk, or, if he finds that these are competitive points, with the Canadian Pacific also, with the view to establishing rate from East St. Louis, in line with the 24 cent rate from Chicago, ascertaining how the rate will divide."

Meeting also considered rates and divisions on yellow pine lumber, Arkansas to Trunk Line points, etc. Chairman read letter of March 15th, File 10,777-A, from Chairman C. F. A., stating above subject considered by Committee on Relations with Southern Roads, 9th inst., and referred back to this Committee to endeavor to secure an advance in the rate. It was stated that when the subject came up in the Committee on Relations with Southern Roads it developed, according to statements of Southern lines, that rates from Mississippi were held a differential over Georgia, etc., and as discussion proceeded it seemed possible to get a differential over east-side rates on lumber from west of the river, and it was suggested that if the subject was referred back, this Committee would look into the matter very carefully, and see if they could hold a higher rate on lumber from west of the river, etc. After consideration of the subject, it was resolved, that A. G. F. A.

Wabash be appointed a Committee of one to investigate and report result to this Committee at the earliest practicable date.

Meeting also considered rate on paper, scrap or waste, C. L., vs. paper wrapping. This subject was brought up by letter from a shipper, calling attention to discrepancy in rate from East St. Louis to Hartford City, on paper-scrap and waste vs. rate Hartford City to East St. Louis on paper, wrapping, which was read, and it was moved, "That the subject be referred to the C. F. A., with the statement that unless rates on the manufactured article from Hartford City and other points, as per C. F. A. Info. 3430, can be advanced to the 6th class basis, we cannot reasonably be expected to hold rate on paper stock up to the 6th class rate."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 537."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 25th, 1904.

Meeting considered rate on whiskey to eastern cities, the subject being brought up by letter from shipper making application for reduced rate on whiskey in glass, C. L. After discussion it was moved that the application be declined.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 538."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 8th, 1904.

Meeting considered rates on wall plaster, and after consideration the following was adopted:

"Recommended to the C. F. A., that proportional rates on wall plaster, C. L., minimum 60,000 lbs., and over, originating at all plaster producing points in Texas, Oklahoma and Indian Territory, be authorized from East St.

Louis, Ill., as follows: To Boston, 20 cents per 100 lbs.; New York, 18 cents per 100 lbs.; Philadelphia, 16 cents per 100 lbs.; Baltimore, 15 cents per 100 lbs. (the above rates shall be the maximum rates on intermediate traffic over the same line in the same direction), provided tariffs covering through rates from point of origin to destination are published by initial lines, and traffic moves on through consignments.

"This recommendation is predicated on the fact that the rate per ton per mile allowed lines east of East St. Louis is approximately the same as earned by lines up to East St. Louis."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 539."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 15th, 1904.

Meeting considered rates on sulphur from Louisiana mines, and the lines, members of this Committee, individually advise that they will be governed by Information Circular No. 5070, protecting the rates named therein, prorating them on New Orleans divisions, after deducting arbitrary of not to exceed 6 cents per 100 lbs. for the originating road. The T. St. L. & W., not being present, advised later their approval of the above.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 540."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 6th, 1904.

Record shows that meeting considered application for reduced rate on pigeons, clay or clay targets, C. L. This subject was brought up by letter from a member, making application for reduction in rate to New York City; and,

after discussion, it was moved that the applicant be advised that the Committee do not deem it expedient to favorably consider the application for reduced rate.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 541."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 20th, 1904.

Meeting considered rate on sulphur from Louisiana mines, and action was taken as follows:

"Whereas, C. F. A. lines are designated as parties to tariff publishing through rates from sulphur producing points to destinations in C. F. A. territory.

"We recommend, As a disposition of this subject, that C. F. A. lines notify the Southern Pacific Road of their non-concurrence in the through rates and divisions as at present promulgated, and at the same time C. F. A. lines to give notice that on such traffic full local rates will be exacted from river crossings."

Meeting also considered rates and divisions on traffic from Arkansas, Louisiana and Texas via East St. Louis to Trunk Line territory. Report of Special Committee was accepted, and report submitted to the C. F. A. as the recommendation of this Committee. The report of the Special Committee is set out in the proceedings of the meeting.

Letter was read from a member, suggesting that the T., St. L. & W. R. R. be requested to become a regular member of the St. Louis Eastbound Freight Committee, and a resolution was adopted to the effect that the Chairman take the subject up with A. G. F. A. Keane, with the view to restoring the relations which formerly existed, and have the T. St. L. & W. R. R. again become a regular member of the Committee.

Above exhibit, consisting of ten pages, is marked "Plaintiff's Exhibit Fraser No. 542."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 27th, 1904. Meeting considered the subject of industrial road switching at Granite City, and action was taken as follows:

"Lines interested hereby individually announce that they will not absorb switching or other charges assessed by the Granite City, Alton & Eastern R. R., the Granite City Mfg. Co., or the St. Louis Syrup and Refining Co., at Granite City, Ill., and that this announcement be subscribed to by the Chief Traffic official of the lines interested."

The Chairman was instructed to send each resident member, also General Agent C. B. & Q. R. R., two copies of action taken on above subject, so that one copy may be sent to the Chief Traffic Official for his signature, and then returned to the Chairman.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 543."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 3rd, 1904.

Meeting considered through rates and divisions on melons from points in Missouri. This subject was referred at last meeting to the Rate Clerks for consideration, and at meeting to-day Chairman stated that the Rate Clerks had met and formulated recommendation to the C. F. A.; but that he had since received letter from G. F. A., St. L. M. & S. E. R. R. stating that they would have five groups of stations on their line instead of two, as shown in recommendation to C. F. A. As change in grouping of Western Line stations did not affect rates east of East St. Louis, the Chairman was instructed to amend recommendation adopted at meeting May 31st (as per letter to Chairman C. F. A., May 31st, File 4227) making the necessary

changes in the Western Lines' grouping of stations, in line with Western roads' letters.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 544."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 17th, 1904.

Record shows that meeting considered rates on lumber from Southwestern roads to C. F. A. points, and it was

"Moved, That the subject be deferred until next meeting, in the meantime the Chairman secure tariffs of the various Southwestern Roads, and draw up a comparison of the rates to Cairo, Gale, Thebes, St. Louis and East St. Louis, on lumber, from points in Arkansas, Louisiana and Texas."

Meeting also considered application for reduced rates on pigeons, clay or clay targets, C. L., to Trunk Line points. This subject was last considered at meeting May 6th (Proceedings 86), and brought up again by letter from a member making application for reduction in rate from East St. Louis on traffic originating at Kansas City, stating that lines Kansas City to East St. Louis would make a reduction in their rate 7 cents per 100 lbs., from 22 to 15 cents, but the rate demanded east of East St. Louis is too high to move the traffic. It was stated that any change in the rate from East St. Louis, either proportional or otherwise, would materially affect rates from other C. F. A. territory, and with this in view, it was

"Moved, That previous action be re-affirmed, and applicant advised that the Committee do not deem it expedient to favorably consider the application for the reduced rate."

Meeting also considered the application of the St. Louis & Belleville Electric, and the East St. Louis & Suburban Ry., for membership in the Committee, and it was resolved,

that the application be declined, the Chairman to notify the applicant accordingly.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 545."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 1st, 1904. Meeting considered the discrepancies between the rules on dressed meats and P. H. P., in C. F. A., C. & O. R., and St. L.-Cin.-Louisville Freight Committees. Chairman read letter from Chairman C. F. A. to the effect that the C. F. A. would offer no objection to the St. Louis-Cincinnati-Louisville Freight Committee applying the same regulations as currently applied by the C. & O. R. Committee, etc. It was stated by members that Chairman Tucker's letter did not cover the intent of the resolution adopted at meeting of June 17th, and the following was adopted:

"Moved, That reply be made to Chairman C. F. A. that the St. Louis Eastbound Freight Committee is aware of the fact that the C. F. A. will not object to the application by the St. Louis-Cincinnati-Louisville Freight Committee, of the same rules as in effect by the C. & O. R. Committee; that is not the point: this Committee desires uniform rules as between the C. F. A., the C. & O. R., and the St. L. C. L. Frt. Committees, and respectfully requests that an effort be made to have action taken in that direction."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 546."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 19th, 1904.

Record shows that Committee again took up the matter of discrepancies between the rules on dressed meat and P. H. P. in C. F. A. and C. & O. R. Committees, and it was

"Moved, That inasmuch as it appears impossible to har-

monize the rules of the C. F. A., C. & O. R. Committee, and the St. Louis-Cincinnati-Louisville Freight Committee, that the Chairman correspond with the Chairman C. F. A., with the view of having the territory affected by the C. & O. R. Committee rules, on shipments from Chicago, defined; also define the territory affected by the St. Louis-Cincinnati-Louisville Freight Committee rules; and promulgate the information by circular letter."

Meeting also considered rate from East St. Louis on cotton-seed meal, from Arkansas to Eastern cities, and it was moved,

"That Chairman C. F. A. be advised that while the contention of the Clover Leaf is correct, so far as common points are concerned, through rates from which are made on Cincinnati combination, which is one cent less than any other, their position is not tenable, so far as local points are concerned, rates from which are made on the Cairo combination, and that in billing the shipments in question, which originated at Portland and Monticello, Ark., the proportion of the Cairo rates east of East St. Louis cuts the Cairo combination 2 cents per 100 lbs., because the rates from Portland and Monticello, Ark., to East St. Louis, are 1 cent higher than Cairo."

Meeting also considered rate on rice from points west of New Orleans, and it was recommended, "That Information Circulars 786-A, 3687 and 1408 be amended to provide that local rates from points of shipment to East St. Louis shall be the maximum proportion accruing to lines south of East St. Louis, provided concurrent action is taken at Ohio River crossings."

Above exhibit consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 547."

Plaintiff offers in evidence record of meeting of St. Louis Eastbound Freight Committee, held July 29th, 1904.

Meeting considered the subject of Missouri Pacific Circular No. 666, routing western freight to, from, or through Bixby, Ill., via Carondelet, Mo. Chairman was instructed to take the subject up with absent members.

Meeting also considered rate on pig lead and spelter to Western Termini. After consideration of the subject, it was individually announced that the Baltimore rate, 12½ cents per 100 lbs., as per C. F. A. Info. 1208-A, Special Notice No. 1495, would be the minimum rate on pig lead, C. L., from East St. Louis to Western Termini of Trunk Lines, and same rate would apply on spelter.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 548."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 2nd, 1904.

Meeting considered application for reduced rate on barytes ore. Chairman read correspondence between this office and Commissioner Trunk Line Ass'n., regarding price f. o. b. eastern cities, etc.; also submitted information as to the price f. o. b. East St. Louis; and after discussion it was moved that the application be declined.

Meeting also considered rate on cotton-seed meal from Arkansas to eastern cities, anad it was

"Moved, That Chairman C. F. A. be advised that the St. Louis Committee desire through rates established on cotton-seed meal, cake, etc., to Trunk Line territory via all gateways with all opportunities for manipulation eliminated, and with this end in view suggests a conference of interested roads from Cincinnati, Louisville, Cairo, Gale, Thebes and East St. Louis."

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 549."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 9th, 1904.

Record shows that meeting considered rates on grain to C. F. A. points. Communication was read from Chairman C. F. A., suggesting that rates on wheat from East St. Louis to all points in C. F. A. territory should be restored to authorized basis, and the view was held that the situation, towards securing an advance in grain rates, hinges on the restoration of the authorized basis from East St. Louis to Detroit and Toledo, and as the lines interested in the direct handling of grain from East St. Louis to Detroit and Toledo are not prepared to announce willingness to advance to authorized basis, the opinion is that uniform action in the direction of securing an advance cannot be accomplished at the present moment. The further view was expressed that this grain rate situation has reached the stage where an advance to authorized basis will of necessity have to receive attention of the Chief Traffic Officials before the desired end can be obtained, and the Chairman was instructed to notify Chairman C. F. A. accordingly.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 550."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 23rd, 1904.

Meeting considered rates and divisions on sand from Missouri pits to C. F. A. points. This subject was brought up by a member calling attention to C. F. A. Information No. 5429, naming rates on sand, all kinds, C. L., from Missouri pits, viz: Crystal City, Klondike, Pacific and Silica, to C. F. A. points; and after due consideration the Chairman was instructed to write Chairman C. F. A. that this Committe notices that to certain points in the Gas Belt, where

rates have heretofore been on a parity the rates via East St. Louis in Information No. 5429 are now ten cents higher, and that it is the understanding of the St. Louis roads that there was to be no change in the basis of rates, but simply a relative reduction ,and ask him why the change was made. The following action was also taken:

"Moved, That the Chairman request Western Lines, viz: Frisco, Missouri Pacific, and M. K. & T., having the sand pits on their lines, to publish through rates on basis outlined in C. F. A. Information No. 5429, allowing lines east of East St. Louis and Alton, 50 cents, less than the rates therein mentioned, as the Eastern Lines' proportion of the through rate, and report result by Circular Letter."

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 551."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 30th, 1904.

Record shows that meeting considered rates on cotton seed meal from Arkansas to eastern points. Attention was called to Southwestern Tariff No. 4-C, Supplement No. 2, September 28th, 1904, not showing through rates but proportions up to Cairo, Gale, Thebes, etc., and proportion beyond; also that rate to Cincinnati via C. R. I. & P. from Groups 1 and 3 points, is 15 cents; and the Chairman was instructed to call Chairman Cale's attention to the fact that it was agreed that rates would be advanced to 18 cents; also call his attention to not having published through rates, as contemplated, from originating point to eastern destination, the intention being to have rates published through, so as to in every case, in addition to the advance to 18 cents, avoid the use of the Lexington, or any other basis.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 552."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 14th, 1904.

Meeting considered the subject of Missouri River wheat to C. F. A. points, and Chairman was instructed to advise Chairman C. F. A. that St. Louis lines will, on advice from Chairman C. F. A. to the effect that lines operating from Upper Mississippi River crossings concur, advance proportional rate on wheat to Cleveland and Cleveland rate points to 7½ cents per 100 lbs., effective Nov. 1st, 1904.

Meeting also considered the matter of Rule 27 of Official Classification not being enforced. This subject was brought up by letter from Chief Inspector, making a general charge that Committee roads were violating Rule 27 of Official Classification; and after discussion, the Chairman was instructed to write the Chief Inspector for specific information.

Meetings also considered rates and divisions on deciduous fruits from Colorado, Idaho and Utah. Chairman read letter of Oct. 5th, File 9880-A, from Chairman C. F. A., asking whether "it is the desire of the St. Louis lines to accept Pacific Coast Terminal earnings as minimums on apples from Colorado, Idaho and Utah." After consideration of the proposition, the Chairman was instructed to advise Chairman C. F. A. that this Committee concurs in the opinion that the present authorization (Information 1227-A) should be made clear and specific; that we also re-affirm our previous action, and request that the new authorization make it possible to handle the traffic through East St. Louis on the same relative basis as through Chicago.

Above exhibit, consisting of five pages, is marked "Plaintiff's Exhibit Fraser No. 553."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 28th, 1904.

Meeting considered the question of Missouri River wheat, East St. Louis to C. F. A. points. Chairman stated that he had corrected tariffs from all roads who had carried the reduced proportional rates, making rate 7½ cents to Cleveland and Cleveland rate points, etc. The Chairman was instructed to take the subject up with Chairman C. F. A., calling his attention to the fact that Western Lines from Upper Mississippi River crossings have not in all cases corrected their tariffs to conform with rates in effect from East St. Louis, and request him to take the matter up with interested lines, and have them correct their tariffs in accordance with the figures in effect from East St. Louis.

Meeting also considered application for reduced rating on fire brick to Middletown, Ohio. This subject was brought up by letter from member making application for reduced rate. After consideration, it was moved that the application be denied, and the subject laid on the table.

Meeting also considered application for reduced rate on stands, range boilers. Chairman read letter of October 8th from Chairman Official Classification Committee, to the effect that that Committee did not see its way clear to recommend any change in existing classification, and it was moved "That record be made accordingly, and the subject tabled."

Meeting also considered application for reduced rating on locomotive engines sent to works for repairs. Chairman read letter October 18th from Official Classification Committee, to the effect that they did not see their way clear to make any change in the existing classifiaction of the property, and it was moved, "That the record be made accordingly, and the subject tabled."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 554."

Plaintiff offers in evidence record of meeting of the St.

Louis Eastbound Freight Committee, held November 11th, 1904.

Record shows that meeting considered rates and divisions on traffic from Arkansas, Louisiana and Texas; and in view of the apparent misunderstanding on the part of some lines as to the position of the East St. Louis gateway, in connection with this subject, the matter was referred to the C. F. A. for settlement.

Meeting also considered discrepancies between rules on dressed meats and packing-house products of C. F. A., C. & O. R. and St. Louis-Cincinnati-Louisville Freight Committees. The Special Committee having this subject under consideration was not yet ready to report, and more time was granted them.

Meeting also considered rate on sheep pelts or sheep skins, dry, pressed in bales, and recommended rate to meet the rate of the Chicago Committee, and asked the C. F. A. to act on same.

Meeting also considered rates and divisions on pig iron from Holt, Ala., via M. & O. R. R. to Trunk Line points, and adopted a resolution recommending that the subject be referred to Chairman C. F. A., with request that it be referred to Committee on Relations with Southern Roads.

Also considered the subject of Rule 27 Official Classification not being enforced, and Chairman was instructed to put the matter on the docket for the next meeting.

Meeting also considered rates on lumber, Thebes to Trunk Line points, C. & E. I. R. R. Supplement No. 7 to I. C. C. No. 1264, calling attention to difference in rates through the gateway of Thebes and that of East St. Louis, and asking for adjustment of the same, and recommending that the Chairman C. F. A. present the matter to the C. F. A. for consideration.

Meeting also considered the matter of increase in charge by terminal and switching lines at East St. Louis, necessi-

tating correction of Schedule of Switching Charges No. 3, and it was decided that Schedule of Switching Charges No. 3 be cancelled accordingly.

Meeting also considered letter from G. F. A., M. & O. R. R., regarding division of rates from various points, and the matter was continued until the next meeting.

Committee recommended to the C. F. A. that a rate of 15 cents per 100 lbs. be established on cotton-seed foots, cotton-seed settlings, and similar products, from East St. Louis to eastern points named.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 555."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 2nd, 1904.

Meeting considered rate on scrap sole leather, C. L., to Trunk Line points. This subject was brought up by letter from a shipper, also letter from Chairman C. F. A., submitting application for reduced rating on the above mentioned commodity. The correspondence was read, and after discussion the lines interested individually announced that the application be declined.

Meeting also considered rate on grain from Missouri River, East St. Louis to C. F. A. points. This subject was brought up by letter from G. F. A. Missouri Pacific road regarding rates on grain from West via East St. Louis, which was read, and the Chairman was instructed to advise G. F. A. Missouri Pacific that as a result of recent check, the rates from East St. Louis are on a relative basis with rates through Upper Crossings.

Meeting also considered rate on sulphate of soda or Glauber salts, this subject being brought up by letter from Chairman C. F. A., submitting copy of letter from A. G. F. A., C. R. I. & P. Ry., making application for rate of $2.00 per ton from the Mississippi River to Niagara Falls, on

sulphate of soda, or Glauber salts. After consideration, the Chairman was instructed to advise Chairman C. F. A. that it is the sense of this Committee that it is not deemed expedient to make any change in the present rates.

Above exhibit, consisting of six pages, is marked "Plaintiff's Exhibit Fraser No. 556."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 13th, 1904.

Meeting considered matter of increase in switching charges by Wabash R. R. to industries in North St. Louis; also application for reduction in rate on scrap iron to Terre Haute, Ind., in line with present rate to Louisville and Cincinnati, and decided not to grant application for change in rates.

Meeting also considered the subject of shipments billed collect, which are required prepaid by the Official Classification. Also application for reduced rate on button blanks from East St. Louis, in line with C. F. A. Info. No. 1255-A. Also unauthorized application of spelter rates on zinc scrap; and Chairman C. F. A. advised, by resolution, that the Eastbound Committee thinks that Official Classification basis should apply on scrap zinc, and recommends that Chairman C. F. A. follow the shipments named to destination, and ascertain if the billing has been set up, and if not to see that it is.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 557."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 20th, 1904.

Meeting considered discrepancies between rules of the C. F. A., Chicago & Ohio River Committee, St. Louis-Cincinnati-Louisville Freight Committee, on dressed meats and

packing-house products. After consideration, the Chairman was instructed to submit the proposition to the St. Louis-Cincinnati-Louisville Freight Committee and the Chicago & Ohio River Committee, and ask them if, with the proposed modification of the C. F. A. rules, they would make their rules in accordance with the C. F. A.; and if the two committees advise that the proposition will be satisfactory to them, the subject then to go to Chairman C. F. A., with the statement that the proposed change is agreeable to the St. Louis-Cincinnati-Louisville Committee and the Chicago & Ohio River Committee, and request that C. F. A. rules be changed with the view of having same rules in effect by the three Committees.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 558."

Plaintiff offers in evidence record of meeting of the Representatives of Initial Lines from St. Louis and East St. Louis interested in the transportation of exhibits from the World's Fair (Louisiana Purchase Exposition), held December 28th, 1904.

Record shows that in order to move the commodities named, the roads agreed that goods entitled to return free may be moved forwards without prepayment of terminal charges; it being understood, however, that this does not apply to export business.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 559."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held December 29th, 1904.

The record shows details of meeting held December 28th, 1904, carried out.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 560."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 4th, 1905.

Record shows meeting considered discrepancies between rules of the C. F. A., the C. & O. R. Committee, and the St. Louis-Cincinnati-Louisville Freight Committee, on dressed meats and packing-house products. Also recommended rate on sand from Missouri pits to Kennard and New Castle, Ind.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 561."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 17th, 1905.

Meeting considered rate on oil stones, in bulk, rough quarried, C. L., from Arkansas to Littleton and Pike Station, N. H. At C. F. A. meeting 11th and 12th rate of 34 cents per 100 lbs. from Memphis was authorized. As the rate from East St. Louis will be two cents out of line, as compared with Memphis, Cairo, Gale and Thebes, the following was adopted:

"Whereas, the recent legislation in the C. F. A., authorizing rate of 34 cents on oil stones, rough quarried, C. L., from Memphis to Littleton and Pike Station, N. H., results in making the same through rates from quarries at Benton and Hot Springs, Ark., to those points, via Memphis and Cairo, Gale and Thebes, respectively, but as Western roads hold rate of 16 cents to East St. Louis, the East St. Louis combination is two cents higher than the Cairo, Gale, Thebes or Memphis combination, viz.: (Here follows list of rates, etc.); therefore, be it

"Recommended, To the C. F. A., that a specific proportional rate of 29 cents per 100 lbs. be established from East St. Louis to Littleton and Pike Station, N. H.; further

"Recommended, That the specific proportional rate of 29 cents per 100 lbs. from East St. Louis to eastern points mentioned, shall be applied in lieu of the division of the established through rate from Cairo, Thebes and Gale, via East St. Louis; it is further

"Recommended, That the action of this Committee be referred to the Special Committee having in charge the question of rates and divisions on traffic from points in Arkansas, Louisiana and Texas, with the statement that the necessity exists for a rule which will enable all rates fixed to all points in C. F. A. and Trunk Line territory, via any one crossing, to be simultaneously equalized via all other gateways, with divisions limiting line to the local as maximum."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 562."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 24th, 1905.

Record shows that application was made for a commodity rating to Trunk Line territory on roofing tile same as pressed brick, and the application declined by the Committee.

A Committee of three was appointed to draw up a protest against the present low rates on pig lead and spelter.

Meeting also considered the subject of what roads and fast freight lines have percentage arrangements in effect between stations on the "K" line, and eastern and Virginia cities, at variance with Joint Committee Circulars, and the matter was docketed for consideration at next meeting.

Meeting also considered proposition to change Official Classification to provide rating on wool, any quantity, only, and made recommendation to the C. F. A. thereon. Also considered the question as to whether it was customary to

apply authorized commodity rates in effect to Cincinnati, to points shown in Minimum Basing Book No. 9 as taking Cincinanti rates, and it was decided that it is the sense of the St. Louis Eastbound Freight Committee that this should be done.

Meeting also considered application for commodity rating to Trunk Line points on World's Fair staff, architectural ornaments, etc. Also made recommendation in reference to furnishing the Illinois Terminal Railroad with copy of Minimum Basing Book No. 9.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 563."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held January 31st, 1905.

Meeting considered application for reduced minimum carload weight on potatoes. This subject was brought up by letter from member, submitting letter from shipper at Tyler, Texas, making application or request that minimum be reduced from 30,000 to 24,000 lbs., and it was recommended that the application be declined. Adopted individually by roads interested.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 564."

Plaintiff offers in evidence record of special meeting of the St. Louis Eastbound Freight Committee, held February 9th, 1905.

Record shows meeting was called at request of member, in letter stating that writer was in receipt of letter from a Committee of the Merchants' Exchange in regard to present adjustment of rates on export grain from the Missouri River and East St. Louis to the Gulf, vs. Atlantic Ports, and asking special meeting of the Eastbound Freight Com-

mittee to be called to consider it. After letter was read and discussed, resolution was offered as follows:

"Whereas, The development of Gulf Ports and facilities for handling export grain traffic thereat, and the publication of low rates from St. Louis to New Orleans, etc., have changed the relative conditions at St. Louis, as well as at the Missouri River; and,

"Whereas, The present rate adjustment from East St. Louis to Eastern Seaboard Ports, that is, on basis of 116 per cent. of rates established from Chicago, causes too great a difference in rates as between Atlantic and Gulf Ports, and

"Whereas, The geographical location of St. Louis with reference to Chicago, i. e., the fact that St. Louis is nearer Gulf Ports than Chicago, and Chicago is nearer Atlantic Ports than St. Louis, which makes the relative rate adjustment on export traffic higher from Chicago to the Gulf than from St. Louis to the Gulf, although the rates from Chicago to Atlantic Ports are lower than from East St. Louis to Atlantic Ports,

"Resolved, That we recommend to the C. F. A. that lines leading eastwardly from St. Louis be authorized to meet the conditions which exist at St. Louis, and to make such proportional rates from East St. Louis as may be necessary to place Atlantic Seaboard ports on a parity with Gulf ports, it being considered that a differential of three cents per 100 lbs. from East St. Louis, f. o. b. vessels Baltimore, in excess of the rate in effect from St. Louis to New Orleans, is a reasonable and proper adjustment."

Record shows that on roll-call, four affirmative and four negative votes, and the proposition declared "Not adopted;" but action of the meeting was ordered transmitted to the Chairman C. F. A. for consideration and action of the C. F. A. roads.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 565."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 14th, 1905.

Meeting considered rate on broom corn, Western points, via Chicago and Peoria, vs East St. Louis, on through shipments to Trunk Line points. Chairman read report of Rate Clerks meeting, Feb. 3rd, as follows:

"Whereas, it is apparent that the present proportional rates on broom corn, C. L., from East St. Louis to eastern cities, as contained in Information Nos. 1181-A and 5137, are out of line, due to the fact that the present differential of Western Lines between Chicago and East St. Louis is 10 cents per 100 lbs., whereas it was formerly 5 cents per 100 lbs., be it

Recommended, That the above mentioned Information authorities, Nos. 1181-A and 5137, be cancelled, and instead that rates from East St. Louis be authorized uniformly 10 cents per 100 lbs. higher than the present 2nd class rates from Chicago, observing the present 2nd class rates from East St. Louis as the maximum. These rates to apply on broom corn, C. L., from all points west of the West Bank of the Mississippi River."

And it was moved that the report of the Rate Clerks be accepted and adopted as the sense of this Committee.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 566."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held February 21st, 1905.

Record shows that meeting considered rules governing grain in transit, and after discussion the Chairman was instructed to advise Chairman C. F. A. that before the St. Louis Eastbound Frt. Committee would adopt the rates of the Chicago Committee, it was desirable that Chief Inspec-

tor Rainer meet the St. Louis Eastbound Freight Committee in the office of the Chairman at its next meeting, Feb. 28th, to determine whether the rules now in effect at Chicago can properly be applied to grain passing through East St. Louis.

Meeting also considered rates on lime to C. F. A. points, and declined to change the rate thereon. Also considered rates on wool, and made recommendations to Chairman C. F. A. with reference to changing rates thereon.

Also considered rate on sand from Missouri pits to C. F. A. points, and Chairman was ordered to call a meeting of the Rate Clerks to check in rates on above commodity.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 567."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee held March 7th, 1905.

Meeting considered rates on cotton-seed meal, etc., from Arkansas points. After a general discussion, the following was individually adopted by the lines interested:

"Whereas, The rates on cotton seed ashes, cake, hulls, meal and motes, C. L., from Arkansas common points to East St. Louis are 1 cent higher than from the same points to Cairo, Gale or Thebes; and

Whereas, The through rates from Arkansas common points to eastern cities are based on the Cairo, Gale or Thebes combination; and,

Whereas, the acceptance east of East St. Louis of the proportion of the Cairo, Gale or Thebes rates, divided as per C. F. A. Info. 998-A and 1120-A, added to rates from Arkansas common points to East St. Louis would result in either giving the Southern Lines in excess of their locals, or in cutting the Cairo combination; it is

Recommended, To the C. F. A., that C. F. A. Info. Circular 1247-A be modified to provide that on shipments of cotton seed ashes, cake, hulls, meal and motes, lines east of

East St. Louis will not accept less than 1 cent per 100 lbs. less than the rates current from Cairo, Gale or Thebes, as proportional rates from East St. Louis, applying on traffic originating in Arkansas territory."

The above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 568."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held March 28th, 1905.

Record shows meeting considered issuance of bills of lading on cotton in warehouses in East St. Louis on receipts of the St. Louis Cotton Compress Company. On roll call, to ascertain what roads had done so, all answered in the negative except the Clover Leaf.

Meeting also considered rates on scrap leather, and it was

"Moved, That Chairman C. F. A. be advised that while the St. Louis lines would like to encourage the shipment of the commodity by providing 6th class rates thereon, it cannot consistently make such a recommendation, because of the effect it would have on shipments of scrap leather of greater value, which are used for other than fertilizer purposes."

Meeting also considered the matter of absorption of switching in St. Louis, and letter was read from A. G. F. A. C. & E. I. R. R., to the effect that it was their intention, in order to get a portion of the business in St. Louis, to publish a switching tariff absorbing, under certain conditions, switching on carload freight, except coal and coke, between all switches and tracks located within the switching limits of East St. Louis, Ill., or St. Louis, Mo., and C. & E. I. R. R. Co. tracks; and stating that they found this necessary in order that the Frisco rails may do a share of the competitive business, as against the conditions which now prevail both at St. Louis, Mo., and East St. Louis, Ill.

Meeting also considered the subject of industrial roads switching at Granite City, Ill. The matter was brought up by leter from a member, to the effect that action of the St. L. Eastbound Frt. Committee, May 27th, 1904, Proceedings No. 89, was not being conformed to by all roads. The Chairman was instructed to incur the necessary expense for securing a transcript of the testimony before the Interstate Commerce Commission on the subject for consideration at next meeting.

Meeting also considered rules governing grain in transit, and attention was called to the joint meeting between east and west lines, at Chicago, on the 15th inst., and after discussion the following action was taken:

"Whereas, The publication of through rates necessitates the establishment of transit rules, on export grain passing through East St. Louis, corresponding with those in effect at Peoria and Chicago.

Resolved, That Mr. Edw. Hart, Jr., be appointed a Committee of one to call upon Mr. W. C. Stith of the Western Trunk Line Committee, for the purpose of requesting him to secure the co-operation of Western Lines in that direction."

Meeting also considered rate on mahogany logs, Galveston, East St. Louis to Indianapolis, and made recommendation to the C. F. A. thereon.

Also division of rates between Memphis, Tenn., and eastern cities, via Ohio River crossings; and application from a shipper for reduced rate on scrap-copper brass, etc., vs. lead and zinc. Letter was read by Chairman, and after discussion the Chairman was instructed to reply to party making request that the St. Louis lines cannot consistently comply with the request, for reduced rate.

Meeting also considered rate on cotton-seed meal, etc., from Arkansas, and matter was laid over until next meeting. Also proper rating on onions, from Texas.

Meeting also considered rates on wool. Chairman read letter from Chairman C. F. A., to the effect that recommendation was made that no change be made in the rating on above commodity.

Meeting also considered proportional rates on wheat and other grain, East St. Louis to C. F. A. points. The subject was brought up by letter of March 25th from Chairman C. F. A., and Chairman Fraser was instructed to submit same to resident members of the St. L. Eastbound Freight Committee by circular letter, so as to enable them to come prepared at next meeting to consider the subject. (See Circular Letter No. 295.)

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 569."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 4th, 1905.

Meeting considered rate on cotton-seed meal, from Arkansas, and it was

"Moved, That the Chairman take up with the Chairman of the Arkansas Frt. Committee, the question of through rates and divisions on cotton-seed meal, with the view of bringing about the publication of through rates and divisions in accordance with action of Joint Conference meeting between C. F. A. and Arkansas lines at Chicago, Sept. 23rd, 1904, as per C. F. A. Info. Circular No. 1247-A."

Meeting also considered the subject of switching at St. Louis, etc. After general discussion of the subject at meeting to-day, it was individually announced that, effective on legal notice, all switching charges to or from industries and sidings on the Burlington, Missouri Pacific, St. L. I. M. & So., St. L. & San Francisco, and Wabash Railroads, located within the switching limits of St. Louis, as defined in the switching tariff published by the Local Freight Agents' Association, may be absorbed on all carload traffic,

except bituminous coal, originating at or destined to points in C. F. A. and Trunk Line territories, east of the Indiana-Illinois State line.

"Note: It is understood that these individual announcements do not contemplate the absorption of any part of the transfer charges or bridge tolls of the Terminal Railroad Association of St. Louis, Merchants' Bridge Terminal R. R. Co., Wiggins Ferry Company, or other carriers, transporting traffic across the Mississippi River. These charges to be invariably added to the rates to or from East St. Louis."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 570."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held April 18th, 1905.

Record shows that meeting considered rates on barytes, and after discussion of the subject, the following was adopted:

"Whereas, present rates on barytes from East St. Louis to C. F. A. points are the result of foreign competition which necessitated the establishment of rate of 20 cents, East St. Louis to New York, which fixes rate of 13½ cents per 100 lbs. from East St. Louis to Western Termini of Trunk Lines, which in turn fixed that as the maximum to intermediate C. F. A. points west to Detroit and Toledo; and,

Whereas, rates from Ohio River crossings, Cairo, Gale and Thebes, to all points in C. F. A. territory have recently been authorized on basis of 83.33 per cent of the 6th class rates, as per C. F. A. Information No. 5770; and,

Whereas, East St. Louis lines cannot consistently hold rates on a higher basis than in effect from Ohio River crossings, Cairo, Gale and Thebes, as above, which would cause a reduction from East St. Louis to points west of Cleveland, which is neither necessary nor desirable;

Resolved, That we protest against the publication of rates on basis of 83.33 per cent from Ohio River crossings, Gale, Cairo and Thebes, and suggest that C. F. A. Information No. 5770 be cancelled, and rates from those crossings fixed on a basis which will at least not cause any reduction from East St. Louis."

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 571."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 2nd, 1905.

Record shows that Committee considered the matter of industrial roads switching at Granite City, Ill.; and desiring further information, matter was laid over until next meeting.

Meeting also considered rules governing grain in transit. It was stated by a member that Chairman Western Trunk Lines Committee advised that he had been unable to get the Committee together, and the subject was continued until the next meeting.

There was also submitted at this meeting, report of Rate Clerks' meeting, April 28th, as follows:

"Referring to M. & O. Tariff I-S-5381, naming rates on lumber and articles taking lumber rates, from Maplesville, Ala., to Trunk Line points.

Before attempting to check this tariff, a representative of the Rate Clerks called on the M. & O. to ascertain their authority for the figures used, and was quoted certain Southern Railway issues. The matter was then taken up with the Southern Railway, who advised that lumber issues named by the M. & O. had been cancelled, and were superseded by their lumber issue, No. 4351, I. C. C. No. 9263, dated Feb. 18th, 1905, advances effective March 2nd, 1905, reductions effective February 23rd, 1905.

In checking M. & O. tariff against current Southern

Ry. tariff mentioned above, a great many discrepancies were observed, principally to points on the Long Island R. R., taking arbitraries above New York rates, these discrepancies being doubtless due to recent revision of rates demanded by the Long Island R. R. as arbitraries. We therefore

Recommend, to the General Committee that the Chairman be instructed to correspond with Mr. J. M. Denyven, G. F. A., M. & O. R. R., calling attention to the fact that his tariff is badly out of line with current Southern Ry. issue applicable from Maplesville, Ala.; and further

Recommend, That the M. & O. be notified that the lines, members of this Committee, cannot concur in the Division Sheet to their tariff unless said Division Sheet is restricted to apply on yellow pine lumber, only, as specifically authorized in C. F. A. Information No. 1042-A. This notification to be given M. & O. R. R. by the Chairman on behalf of the individual lines, members of the St. Louis Eastbound Freight Committee."

After consideration, it was moved, "That the report of the Rate Clerks be adopted as the sense of this Committee, and that the Chairman handle the matter in the manner suggested."

Meeting considered the subject of handling of import traffic via Gulf Ports; and also proposition to cancel present arrangements for dividing rates from Cairo, Gale, Thebes, etc., via East St. Louis, and establishing arbitraries.

The meeting then took up the question of rates on wall plaster, complaint being made by Chief Inspector Rainer that shipments via C. & E. I. R. R., and the Southern Ry., handled through warehouse at East St. Louis, are billed at rates authorized by C. F. A. Information No. 4992 on wall plaster originating at points west of St. Louis; and Committee instructed Chairman to notify Chief Inspector that,

as there was no specific legislation of the St. L. Eastbound Freight Committee on this subject, they could see no objection to the application of the proportional rates, under the circumstances.

Meeting also considered rates on burlap and gunnybags, C. L. and less, East St. Louis vs. New Orleans, to C. F. A. points, and it was moved and adopted "That the subject be referred to Chairman C. F. A., with the request that he take it up with the Southeastern Mississippi Valley Association, calling their attention to the fact that lower rates, actual and relative, are in effect from New Orleans to various C. F. A. points than are in effect from East St. Louis; that rates from New Orleans seem to us unnecessarily low, and that as there are two very large manufacturers of this kind of material in St. Louis, a reduction in rates from East St. Louis to C. F. A. will have to be made, to enable them to compete for a share of the business, unless a considerable advance is made in rates from New Orleans and other Mississippi Valley points, which also carry rates on about the same basis as are in effect from New Orleans."

Meeting also considered rates on lumber from Potosi, Mo., via East St. Louis to Eastern Cities. Chairman read letter from A. G. F. A. Clover Leaf, asking that the subject be again docketed, and Clover Leaf representative stated that said road wished to withdraw their concurrence in action taken at meeting April 18th, regarding notice to Missouri Pacific of non-concurrence in Mo. Pacific tariff I. C. C. 6749, and stating that they proposed to protect the Missouri Pacific tariff and division sheet as it now stands, until further notice. After discussion, action was taken as follows:

"Whereas, The Clover Leaf is protecting proportion of the Cairo rate on lumber originating at Potosi, Mo., on which the through rates do not base on the Cairo combination, which is contrary to the C. F. A. ruling, and has given

notice in this Committee of its intention to make no change.

"Recommended, That the subject be referred to the Central Committee of the C. F. A. for their consideration and adjustment, with the statement that if this basis of making rates is continued on shipments from Potosi, it will inevitably spread and before long result in the application of the proportion of the Cairo rates on all traffic from the West to Trunk Line territory, via East St. Louis."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 572."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 16th, 1905.

Meeting considered application for rate on zinc ore, originating west of the Mississippi River, East St. Louis to Cleveland, Ohio, in line with rate from Chicago, as per Info. No. 5860, and it was

"Resolved, That in view of the proportional rates established on zinc ore, of $1.50 per gross ton from Chicago to Cleveland, Ohio, originating west of the Mississippi River, C. L., minimum weight 20 gross ton, we recommend the establishment of rate on the same commodity, same minimum weight, of $2.00 per gross ton, to apply as proportional rate on traffic originating west of the Mississippi River."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 573."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held May 23rd, 1905.

Record shows that the Eastbound Frt. Committee, after hearing the Chairman read corespondence with Chief Inspector, moved that copies of the correspondence be sent to Chairman C. F. A., with the request that he favor us with

an explanation of the ruling as to prepayment of charges on certain classes of horses shipped.

Meeting also considered rates on live poultry, C. L. from Missouri River points, via East St. Louis vs. Chicago to Western Termini of Trunk Lines and east thereof. This subject was brought up by letter from a member, which the Chairman read, and the following was adopted:

"Whereas, It being apparent the East St. Louis gateway is out of line as regards through rates on live poultry, carloads, Missouri River points to Eastern cities, including the Western Termini of the Trunk Lines, as compared with through rates available via Chicago gateway, such through rates being based on Western Trunk Line Rule Circular No. 6, effective July 15th, 1901, which authorizes 4th class rate, minimum 20,000 lbs., as applicable on live poultry, carloads, Missouri River points to East St. Louis and Chicago; and,

Whereas, Present Western Trunk Line tariff No. 183, effective March 1st, 1904, shows 4th class rate to be to East St. Louis 27 cents, to Chicago 32 cents, from Missouri River points, therefore, with the view of equalizing rates via both gateways, be it

Resolved, That we recommend to the C. F. A. the establishment of proportional rates on live poultry, originating at Missouri River points, minimum weight as per Official Classification, from East St. Louis, as follows: (Then follows list of points and rates)"

Meeting also considered division of rates between Memphis, Tenn., and eastern cities, via Cairo, Thebes, etc., and East St. Louis. Chairman read letter of May 19th, from Chairman C. F. A., asking information as to why cotton was accepted any more than any other business, and was instructed to advise Chairman C. F. A. that cotton was accepted for the reason that Joint Committee Circular No. 1646 makes an exception only of cotton.

Meeting also considered the subject of guarantee of pre-

payment of freight charges on vegetables on part of Western lines; also letter from Chairman C. F. A. asking what roads were protecting rate of 50 cents per 100 lbs., C. L., on asphaltum, from California points to points east of the Indiana-Illinois State line, instead of demanding percentage proportion of the 75-cent rate. This subject was presented to the Eastbound Freight Committee, and taken up with the District Inspector, with the view of ascertaining whether any of the traffic has been handled on that basis; and reply was received that records show only one shipment passed East St. Louis this year, and that was billed at local rate 90 per cent of the 6th class, as per C. F. A. Information No. 5482. This information was directed to be communicated to Chairman C. F. A.

Meeting also considered grain and grain products rates, East St. Louis to C. F. A. territory. This subject was brought up by a letter from Chairman Western Trunk Lines Committee, calling attention to grain and grain products rates as checked in at meeting of representatives of Chicago Eastbound roads, May 8th, and asking information regarding changes that would be made from East St. Louis, and it was moved

"That a meeting of the Rate Clerks be called for to-morrow, Wednesday, 24th, to check and compare rates in effect from East St. Louis with those checked in from Chicago and transmitted with C. F. A. advice letter K-655½, May 13th, also Peoria & Pekin Freight Committee Rate Sheet No. A-8, May 18th, making such recommendations as may be necessary for consideration at next meeting of the Committee.

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 574."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held June 20th, 1905.

Record shows that meeting considered through rates and divisions on melons from points in Missouri and Arkansas to C. F. A. territory, and it was recommended to the C. F. A. that Information No. 5244 be cancelled, and following rates authorized on melons, C. L., minimum weight 25,000 lbs. from Mo. Pacific Ry.—I. M. & So.—and Frisco System stations. (Then follows specification of rates and divisions in maximum proportions.)

Above exhibit, consiting of four pages, is marked "Plaintiff's Exhibit Fraser No. 575."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 11th, 1905.

Record shows meeting considered adjustment of rate on cotton piece goods from mills west of the Mississippi River vs. Southern Mills to Trunk Line points. Also switching at Granite City, Ill. Also rate on low grade barytes ore, Potosi, Mo., to Eastern cities, and matter referred to Chief Inspector for information.

Meeting also considered application for change in Official Classification regarding the transportation of beer in bottles in carriers. This subject had previously been referred to Chairman Official Classification Committee for information, which information was received, and after discussion Chairman was instructed to refer the request of Anheuser-Busch Brewing Association for correction of Official Classification to provide for the acceptance of beer, ale or porter in bottles in carriers with pasteboard instead of wooden covers, to the Official Classification Committee, with the recommendation that change be made in line with the request, so far as carload shipments are concerned.

Meeting also considered rate on lumber from East St. Louis vs. Memphis to Eastern cities. After consideration of the subject, the Chairman was individually instructed by lines represented to advise the applicant that the matter

he brings up has been one of earnest consideration, but at the present time the lines cannot see their way clear to take action which would result in reduction of rates from East St. Louis.

Meeting also considered the subject of irregularities in handling traffic from the East to Western points. This subject was brought up by letter, June 24th, from Chairman C. F. A., which was read, and after discussion Chairman Fraser was instructed to reply to Chairman Tucker that conditions in St. Louis are not the same as in Chicago, and action corresponding to Chicago Committee action is not necesary here, because rates of western lines apply from depots of eastern lines at East St. Louis, and through rates are made on the East St. Louis combination.

Meeting also considered rates on lumber, C. L., East St. Louis to Howard City and St. Louis, Michigan, and decided that action as per C. F. A. June 14th proceedings, Subject 6140, will govern.

Above exhibit, consiting of two pages, is marked "Plaintiff's Exhibit Fraser No. 576".

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held July 18th, 1905.

Meeting considered proportional rate on wheat from East St. Louis to C. F. A. points. This subject was last considered at meeting of April 18th, proceedings No. 119, and was brought up again by letter Chairman C. F. A., which was read, and after discussion Chairman was instructed to advise Chairman C. F. A. that the proportional rate from East St. Louis to Toledo and Detroit, now held by the direct lines is 7 cents, which justifies the Vandalia and Big Four (the latter of which has not yet published less than 7½ cents) to quote 7 cents rate; and that, inasmuch as under Joint Rate Committee agreement the East St. Louis rates are applied from Upper Mississippi River crossings and pro-

rated under Joint Committee rules via Chicago and Peoria, we think it would be better to cancel the application of Joint Rate Committee divisions on grain to C. F. A. points, and establish specific proportional rates from East St. Louis, Peoria and Chicago in the manner established on export and Trunk Line grain last spring, which will prevent unnecesary loss of revenue on the part of the C. F. A. roads on trans-Mississippi grain destined to C. F. A. points, and create better conditions than now exist."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 577."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held August 1st, 1905.

Record shows meeting considered application for reduced rate on barytes ore from Blackwell, Mo., East St. Louis to Eastern cities, and declined to make any change in the present rate.

Meeting also considered the subject of proportional rate on wheat from East St. Louis to Western Termini points. This subject was last considered at meeting April 18th, proceedings No. 130, and was brought up again by telegrams and letters from Chairman C. F. A., which were read, and the roads represented individually announced their intention to make, effective August 21st, rates on wheat to Western Termini points 11½ cents per 100 lbs., provided Upper Mississippi crossing roads will do likewise. The Chairman to take the subject up with Chairman C. F. A. with that end in view, and advise members result by Circular Letter.

Meeting also considered minumum carload weight on export grain products, etc., and recommended to the C. F. A. the application of the domestic carload minimum, as per current Official Classification, on export grain products.

Meeting also considered rates on cotton-seed meal, etc.,

from Arkansas points, and decided by resolution that since the Arkansa roads have failed to provide through rates, as contemplated, the matter was referred back to this Committee at meeting of C. F. A., March 15th-16th, that the resolution of March 17th, proceedings No. 114, sent to Chairman C. F. A. by letter March 8th, File 5003, be reaffirmed.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 578."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 5th, 1905.

Meeting considered rates on zinc oxide. The member having the 23-cent basis, East St. Louis to New York, in effect stated that they had not altered their position; that is, that they were of the opinion that zinc oxide should be carried on the same basis of rates to Trunk Line territory as sublimed lead, etc.; and after discussion, the following recomendation to the C. F. A. was adopted:

"Whereas, Zinc oxide is a product of zinc ore, derived in the same manner as sublimed lead is derived from lead ore; and,

Whereas, The general appearance of zinc oxide, and the purposes for which it is used, are substantially the same as those of sublimed lead, barytes, etc., and the value is less,

We recommend, To the Central Freight Association that the current rates on sublimed lead be also authorized on zinc oxide from East St. Louis to C. F. A. and Trunk Line territories. The objections of the Eastern lines to this adjustment have been noted, but we consider that the rates in one direction are not the proper measure for rates in the opposite direction, under all circumstances, and believe that the rates in each direction shall be adjusted solely with refer-

ence to the commercial conditions which exist, eastbound or westbound, as the case may be.

Note: The Gulf lines are making a strong effort to secure this business, and will maintain their current rates regardless of any advance which may be made all rail, so that the withdrawal of the present eastbound rates as proposed by the Eastern lines will not remedy the commercial conditions at the Eastern Seaboard, which are fixed by the rates available through Gulf Ports."

Meeting also considered rates on cotton-seed meal, etc., originating west of Missisippi River, including Arkansas points, and it was recommended to the C. F. A. "That lines east of East St. Louis be authorized to apply the proportion of the Cairo rates on shipments of cotton-seed ashes, cake, hulls, motes, meal, etc., originating at points west of the Mississippi River, billed locally to East St. Louis and then reconsigned to Eastern destinations, or handled under through consignments to Eastern destinations."

Above exhibit, consiting of four pages, is marked "Plaintiff's Exhibt Fraser No. 579."

Plaintiff offers in evidence record of meeting of the Rate Clerks, held September 8th, 1905.

Record shows that, as instructed at meeting of September 5th, Proceedings No. 132, the Rate Clerks met on above date to line up tariffs on concentrates, from East St. Louis to Boston, New York, Syracuse, and other points. The record also shows that the rates named, as fixed by the Rate Clerks, to the various seaboard cities named, are authorized in Information No. 1349-A; and members of the St. Louis Eastbound Freight Committee are to correct their tariffs accordingly, effective October 1st, 1905; Chairman to secure concurrence of the lines not represented.

Meeting also recommended, "That action on Missouri Pacific Joint Percentage Sheet No. 698-C be deferred, pend-

ing C. F. A. action on Advice Letter No. J-333, etc., information having been received that action will probably be taken at meeting next week."

Copies of this were sent to resident members of the Committee by the Chairman.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 580."

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 19th, 1905.

Meeting considered proportional rates on live poultry from stations in Missouri, Kansas and Nebraska, and it was

"Recommended, To the C. F. A. that the proportional rates in C. F. A. Information Circulars 6019 and 1432, Series A, be cancelled, and full local rates from East St. Louis be maintained on all trans-Mississippi River shipments of live poultry."

Above exhibit, consisting of three pages, is marked "Plaintiff's Exhibit Fraser No. 581".

Plaintiff offers in evidence record of meeting of the Rate Clerks, held August 29th, 1905. Meeting established rates on grain and grain products to C. F. A. points, and record contains a long specification of rates to various points.

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 582".

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held September 26th, 1905.

Record shows meeting considered proportional rates on live poultry. Clover Leaf said that their G. F. A. would notify Chairman C. F. A. that his company would not with-

draw their proportional rate on live poultry, but would extend them if necessary.

In view of the above statement, Chairman Fraser was instructed to inform the Chairman C. F. A. that the Clover Leaf advised the Committee that notification would be received by him from Mr. W. L. Ross, G. F. A., outlining fully the position of the Clover Leaf. Further consideration of this subject deferred.

Meeting also considered rates and divisions to Havana and other Cuban ports via New York vs. Gulf of Mexico. Also rates on grain and grain products to C. F. A. points. As shown in Proceedings No. 132, September 5th, this subject was considered and recommendation made to C. F. A. At meeting to-day letter from Chairman C. F. A. was read, to the effect that owing to objections offered the rates would be reviewed by joint conference of Chicago, Peoria and East St. Louis lines at meeting called for Chicago, September 29th, C. M. No. 297.

Meeting also considered matter of prepayment of freight charges on range horses, and moved "That the Inspection Bureau be requested to enforce the present legislation to the best of its ability.'

Above exhibit, consisting of two pages, is marked "Plaintiff's Exhibit Fraser No. 583.'

Plaintiff offers in evidence record of meeting of the St. Louis Eastbound Freight Committee, held October 31st, 1905.

Record shows that meeting considered rates on wool, and declined to make any change in existing legislation on this subject.

Meeting also considered rate on export flour to points on the coast of Maine, east of Portland, etc. This subject was submitted in letter from Chairman C. F. A., as read, and it was announced that the terms and conditions of C. F. A. In-

formation No. 1473, Series A, be adhered to and enforced.

Meeting also considered rates and divisions on citrus and deciduous fruits; and on chatts, C. L., East St. Louis to Terre Haute, Ind., and it was recommended to the C. F. A. "That rate of 90 cents per ton, minimum weight marked capacity of car, be established on chatts, East St. Louis to Terre Haute.

Letter from the Chairman Official Classification Committee was read to the effect that the Committee, at a recent meeting, did not see their way clear to make any change in Rule 27, as to Official Classification.

Meeting considered rates and divisions from and to Monroe and Shreveport, La., and points in Cincinnati-Louisville territory. Matter was brought up by letter from Chairman C. F. A., calling attention to rates and percentages authorized by C. F. A. Info. No. 2541, etc., and requesting to know whether the Committee was willing to have percentage arrangement so modified that locals will be the maximum allowed thereunder either east or west of East St. Louis. Chairman Fraser was instructed to advise Chairman C. F. A. that amendment be issued to Information No. 2541, providing for locals as maximum either east or west of East St. Louis.

Meeting considered application for change in Official Classification, regarding the transportation of beer in bottles in carriers, and the Committee decided they did not see their way clear to make any change in existing legislation on rates, and the subject was tabled.

Meeting also considered rates on cotton-seed meal, etc., originating west of the Misissippi River, including Arkansas points. It was understood at last meeting, when this subject was laid over, that a member would draft a resolution to be submitted to the Committee. At meeting to-day the member stated that after consideration of the proposition, he had decided to withdraw his former motion; and after

further consideration of the subject, the following recommendation was adopted:

"Recommended, To the C. F. A. that the practice recently authorized, as per C. F. A. Info. 1471, Series A, and 6125, of accepting from East St. Louis to Eastern points the proportion of the Cairo, Gale or Thebes rates, in connection with the local rate to East St. Louis, on cotton-seed meal, motes, hulls, cake and ashes, etc., from points west of the Mississippi River be discontinued, and that proportional rates be established, by tariff, from East St. Louis, 1 cent per 100 lbs., less than from Cairo, Gale or Thebes, said proportional rates to be applied on through or reconsigned shipments.

Under this recommendation it will not be permissible to pro-rate the rates as per C. F. A. Info. Nos. 998 and 1120, Series A, or subsequent issues thereof, which should be amended accordingly.

This recommendation, if adopted, will have the effect of cancelling Info. No. 1471, Series A and 6125."

Meeting also considered the matter of absorption of intermediate switching at St. Louis and East St. Louis, and after discussion the subject was laid over until next meeting, it being understood that in the meantime members would investigate as to whether or not they were absorbing any switching, contrary to Circular No. 308."

Meeting also considered day and time for regular meetings of the Committee; also rates on boxes or caddies of plug tobacco, carloads. This subject was brought up by letter from member, which was read, and after discussion the following action was taken:

"Whereas, Special commodity rates have been established on tobacco boxes or caddies, from Louisville, Ky., to various points, as per C. F. A. Info. Nos. 6112 and 1463, Series A; and,

Whereas, The same conditions obtain at this point, be it

Recommended, To the C. F. A. that rates be established on boxes or caddies, for shipping plug tobacco, minimum weighs 20,000 lbs., Rule 27 to apply, as follows: From East St. Louis, Ill., to Helmetta, N. J., 35 cents; Jersey City, N. J., 35 cents; Philadelphia, Pa., 35 cents, and Middletown, Ohio, 15 cents, per 100 lbs."

Meeting also considered use of yellow pine lumber rates and divisons on other traffic (See M. & O. tariff I-S-4405, and division sheet No. 36); and directed that letters of members on this subject be sent to Chairman C. F. A., he to have all the letters before dating and sending them to the M. & O. R. R.

Above exhibit, consisting of four pages, is marked "Plaintiff's Exhibit Fraser No. 584."

At this point, the further hearing of evidence in this cause is adjourned until Thursday morning, December 6th, 1906, at 10:30 o'clock A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, Mo., December 5th, 1906.

Met, pursuant to adjournment as above, on Thursday, December 6th, 1906, at half past ten o'clock, A. M., at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo., at which time, by consent of Counsel, the further hearing of this case is adjourned until Monday morning, December 10th, 1906, then to be resumed, at the same place, at 10:30 o'clock, A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, Mo., Dec. 10th, 1906.

Met, pursuant to adjournment as above, on Monday morning, December 10th, 1906, at 10:30 o'clock A. M., at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow, Chester H. Krum, and Charles Nagel, in behalf of the Complainant:

Mr. M. F. Watts, in behalf of the Defendants.

The following proceedings were had:

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held June 12th, 1900, with the following representation: Illinois Central R. R.; L. E. & St. L. C. R. R.; L. & N.R. R.

Meeting considered the subject of minimum C. L. weight on scrap iron between Belleville and East St. Louis, etc., and

"Resolved: That the individual roads agree that the minimum C. L. weight on scrap iron be reduced to fifteen tons of 2,240 lbs. per ton between Belleville and East St. Louis, effective on legal notice. The minimum C. L. weight on rails, old, to remain 20 tons of 2,240 lbs. per ton."

Meeting also considered rates on iron nail plate and scrap steel between Belleville and East St. Louis, etc. After a general discussion it was decided that the tariff which now reads "Nail plate, scrap iron and steel," should be corrected to read, "Nail plate, iron and scrap steel, 30,000 lbs. minimum 2½ cents per 100 lbs."

Also "Estimated weight per barrel on whiskey between Belleville, East St. Louis and St. Louis; and it was

"Resolved: That it is the understanding between the representatives of the three Belleville roads that they will continue until August 1st to transport whiskey, highwines

and alcohol to an estimated weight of 400 lbs. per barrel, Belleville to East St. Louis and St. Louis, in the meantime they are to arrange for the weighing of said barrels, and the subject to be further considered at the expiration of that time, as to whether or not the practice shall be continued."

Meeting also considered reduction in minimum weight on nail kegs between Belleville and East St. Louis; and it was

"Resolved: rate be made on kegs, empty nail, C. L., minimum 12,000 lbs., 5 cents per 100 lbs. between Belleville, East St. Louis and East Carondelet.

Also the subject of abrogating freight circular No. 23 and it was

"Resolved: That Freight Circular No. 23, list of track located industries, be abrogated on account of the Completion of the new Belt Line at Belleville.

Note: Joint Freight Tariff No. 12 has been issued effective June 28th."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 585."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held August 2nd, 1900, showing that the conference was held to consider a change in the form of report compiled in this office; the change being deemed necessary on account of connecting tracks at Belleville being completed. All business is thereby practically competitive, and the information now shown on the statements competitive and non-competitive traffic is not correct under the present conditions.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 586."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held November 16th,

1900; same representation; After a general discussion, it was decided that the following columns, viz:; "Less 33⅓ per cent Operating Expenses," "Available Revenue," "Proportion," "Excess," "Deficit," and "Natural Per Cent," be eliminated from the Monthly Earnings Report; also that under heading "Amount sold at various stations," the amounts shown include the total earnings between Belleville, East St. Louis and St. Louis instead of between Belleville and East St. Louis as heretofore; and changes to become effective January 1st, 1901.

The Joint Agent was instructed to make such changes in the form of the Interchange Ticket Account Blanks, as he deemed necessary, and to make his monthly reports conform to the changed conditions, and to have the necessary new blanks printed at once.

The Joint Agent called attention to the manner in which the different Auditors report interline tickets, in their monthly report, stating that from the information given it is impossible to properly indentify and apportion these tickets in making up the monthly Interchange Statements, and it was

"Resolved: That each member write their Auditor requesting that begining with the month of November, 1900, in making up their monthly Earnings Report to the Joint Agent of the Interline Tickets issued at Belleville, and of tickets issued by foreign lines reading to Belleville, they will make their reports show form and number of said tickets in each case, and also state amount of revenue accruing to lines between St. Louis and East St. Louis and Belleville, as the case may be. This to enable the Joint Agent to properly locate, identify and apportion tickets reported to him in interchange account."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 587."

Plaintiff offers in evidence record of meeting of the Belleville and St. Louis Traffic Bureau, held March 27th, 1901. It was

"Resolved: That in the protection of a rate to be applied on wheat and corn in carloads, minimum 30,000 lbs., for milling and distilling purposes, from East St. Louis to Belleville, Ill., the lines, members of this Bureau, agreed to be governed by a minimum of one cent per 100 lbs., the same to be applied from their respective depots in East St. Louis, and to be net to their respective lines; and be it further

"Resolved: That in order to secure the benefit of the reduced rate on the grain, the product must be moved within ninety days of receipt of said grain, and claims must be supported by proper evidence of outbound tonnage to competitive points, which shall be equivalent to that brought in."

It was also "Resolved, That the lines, members of this Bureau, may accept, from East St. Louis, Ill., to Belleville, Ill., 2 cents per 100 lbs., as their proportion in the division of the established through rate on lumber, when coming from Cotton Belt and Iron Mountain points in Arkansas and Missouri, via Cairo and the M. & O. R. R."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 588."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held November 4th, 1901. Same representation, except as to the Southern Railway, which takes the place of the L. E. & St. L. It was decided that in compiling statement for September, the Joint Agent shall exclude tonnage as follows:

L. & N. R. R., brick from Ittners.

Ill. Cent. R. R., stone from Stolle quarries, Powder from and to Phoenix works.

Southern Ry., powder from and to Phoenix works. It being understood that Messrs. Fitzgerald, Becker and Campbell will at once notify their agents at Belleville to include in statement for October and subsequent months, only such tonnage as moves from or to Belleville proper and to or from East St. Louis or beyond.

A proposition to terminate the Belleville & St. Louis Traffic Bureau, both as to handling of freight and passenger matters, was considered, and it was understood that the representatives of the Freight Department would confer with the Passenger Representatives and other officials of their respective roads on the subject, advising conclusion later.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 589."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held May 19th, 1903. Record shows that memorandum of meeting of May 15th is hereby changed, making the store door minimum rates between Belleville, Ill., and St. Louis, Mo., based upon the following proportions for the railroads between Belleville and East St. Louis depots, plus the drayage or transfer charge: 1st class, 13 cents; 2nd class, 11 cents; 3rd class, 9 cents; 4th class, 7 cents. Then follows an enumeration of articles on which rates are fixed. The tariff referred to above becomes effective at as early a date as practicable after notice is received by the Joint Agent from the L. & N. R. R. as to their tariff number, etc.

There were present at this meeting: C. W. Becker, A. G. F. A. Illinois Central R. R.; J. N. Chandler, G. A. L. & N. R. R.; R. A. Campbell, A. G. F. A., Southern Ry.; C. D. Morris, Chief Clerk, Southern Ry.; C. C. Johnson, Agent L. & N. R. R. at Belleville.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 590."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held in the Southern Railway offices, No. 706 Chemical Building, May 19th, 1903. Present same as above. Where the rates, as shown in Belleville & St. Louis Traffic Bureau Joint Freight Tariff No. 13, applying between store doors in St. Louis and store doors in Belleville, are protected, in division of such rates the lines parties to this tariff will make the following allowance for transfer service: Between St. Louis and East St. Louis, 4 cents per 100 lbs. (Minimum charge on single shipment 10 cents.) At Belleville (To Belleville & St. Louis Transfer Co.,) 3 cents per 100 lbs. on all classes and commodity rates, excepting on whiskey and nails the allowance will be 2 cents per 100 lbs, and on castings 2½ cents per 100 lbs. (Minimum charge on single shipment 10 cents.) The minimum charge on single shipment for the railroad company, where the rates are made between store doors in St. Louis and store doors in Belleville, will be 15 cents; making total minimum charge for single shipment 35 cents.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 591."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held June 25th, 1903. Representation, Illinois Central R. R., L. & N. R. R., and Southern Ry. Meeting called to take action on notice from the St. Louis Transfer Company, advising that effective July 17th, on all business originating at or destined to Belleville, there would be required as follows:

"Ordinary merchandise, 5 cents per cwt. L. C. L., 4 cents C. L.

Articles classified in Transfer Co's. Tariff No. 23, tariff rates.

Minimum charge, inbound, 25 cents.

Minimum charge, outbound, 10 cents."

After due consideration, it was individually announced by the representatives of the Belleville lines that rates would in future be published between Belleville and their depots in East St. Louis, and the Joint Agent was instructed to issue Joint Freight Tariff No. 14, effective July 10th, cancelling No. 13, and to publish rates in line with the following: (Then follows an enumeration of rates, effective July 10th, 1903, applicable on business between store door Belleville and East St. Louis freight depots of lines, members of the Belleville & St. Louis Traffic Bureau, applicable only on business destined to or coming from St. Louis, Mo., or connecting lines at East St. Louis, Ill.'

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 592."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held August 21st, 1903; same representation as before. Meeting called to consider a change in rates, etc., now published in Joint Freight Tariff No. 14. After a general discussion on the subject, the meeting adjourned, with the understanding that the traffic officer of the Illinois Central and Southern railroads would be communicated with by wire for instructions.

Record gives copy of letter of 21st received from Supt. Terminal L. & N. R. R., as folows:

"Dear Sir:

In compliance with individual announcement made by this company in regular meeting of the Belleville & St. Louis Traffic Bureau today, we will restore rates in our G. F. O. 508, with supplements and amendments thereto, corresponding with Belleville & St. Louis Traffic Bureau Joint Freight Tariff No. 12, effective September 1st or earlier, if possible.

If the Illinois Central and Southern Rys. see proper to promulgate the same rates, you will, of course, issue tariff promulgating the rates and cancelling Joint Tariff No. 14, now in effect."

If instructions are received from the I. C. R. R. and Southern Ry. to publish the rates referred to above, a Joint Tariff will be issued from this office, naming the individual rates, etc., and cancelling Joint Tariff No. 14.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 593."

Plaintiff offers in evidence record of meeting of the Belleville & St. Louis Traffic Bureau, held March 31st, 1905; same representation.

Meeting considered the subject of handling brick, Belleville to East St. Louis, on estimated weights, and it was

"Moved: That each line interested will write their agent at Belleville explaining the benefits of becoming members of the Joint Inspection Weight Agreement, each agent to confer with the brick concerns on their tracks with the view to having them communicate direct with Mr. Paul P. Rainer, Chief Inspector, Chicago, making application for membership in the weight agreement on brick. Pending the settlement of the question, each line to again instruct their agents at East St. Louis and Belleville that all brick be weighed either at Bellevile or East St. Louis and freight assessed according to the actual scale weights."

Meeting also took up the subject of handling nails at estimated weight of 100 lbs. per keg, but, on request of a member, this subject was laid over until next meeting.

The Chairman was instructed to change the item "Beer kegs, empty, returned," in Joint Freight Tariff No. 15, to read "Beer Kegs, and Cases, empty, returned."

The Chairman was instructed to add the following note to Joint Freight Tariff No. 15: "Class rates between

Belleville, East St. Louis and St. Louis governed by Illinois classification, are not to govern on articles specifically shown under list of commodity rates.

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 594."

Plaintiff offers in evidence resolution offered by the Illinois Central Railroad, seconded by the Southern Ry., and adopted by the Belleville & St. Louis Traffic Bureau, May 15th, 1903, as follows:

"Resolved: That the store door minimum rates between Belleville, Ill., and St. Louis, Mo., be based upon the following proportions for the railroads between East St. Louis and Belleville depots, plus the drayage or transfer charges:

First class, 12 cents;

Second class, 10 cents;

Third class, 8 cents;

Fourth class, 6 cents.

Stoves, stove furniture, radiators and hollow-ware, owner's risk, from Belleville only 6 cents.

Whiskey, alcohol, high wines, in barrels or kegs, 6 cents.

Nails, 6 cents.

Castings from Belleville only, 6 cents.

Making through rates as follows:

First class, 20 cents;

Second class, 18 cents;

Third class, 16 cents;

Fourth class, 14 cents.

Stoves, stove furniture, radiators and holloware, owner's risk, from Belleville only, 15 cents.

Whiskey, Alcohol, High wines, in barrels or kegs, 12 cents.

Nails, 12 cents.

Castings, from Belleville only, 13½ cents.

Barrels, empty, returned, all kinds, excepting slack work, including iron oil barrels and iron oil drums, 14 cents.

Paper shoe boxes, boxed, minimum proportion of lines from East St. Louis to Belleville, 17 cents. Agents to notify Joint Agent as to drayage allowance to be added at St. Louis and Belleville; this rate to be applicable on business from St. Louis only.

Flour and meal, all kinds, 5 cents, eliminate from commodity from Belleville to East St. Louis.

Oil between East St. Louis and Belleville, and between St. Louis and Belleville, 4 and 10 cents, to be eliminated.

Letter presses, from Belleville only, 13 cent rate, eliminate from commodity.

Seeds, all kinds except garden seeds, 8 and 10 cents, to be eliminated.

Minimum charge on single shipment for railroad on business between Belleville and St. Louis will be 15 cents. Agents to confer with the transfer companies and arrive at understanding as to transfer charges, and notify Joint Agent.

Eliminate East Carondelet from tariff.

Eliminate from tariff under head of ruling, paragraph in regard to gunpowder shipments.

Eliminate from tariff under head of rulings, paragraph in regard to crockery and earthenware.

Eliminate from tariff, under head of rulings, paragraph in regard to bituminous coal.

Eliminate from tariff, on title page, paragraph reading "The rates between East Carondelet, Ill., and Belleville, Ill., via Illinois Central R. R."—etc.

Eliminate from tariff, under head of rulings, paragraph in regard to store door delivery at Belleville.

Make commodity rate on cinders apply also on iron slag and roll scale.

Elminate under commodities "Coal, bituminous" (see ruling).

Under rulings, first paragraph, add "East Carondelet and Venice, Ill."

At heading of tariff, eliminate "depots of connecting lines."

Under rulings, paragraph 2, change to read, "Switching and transfer charges from connecting lines, except when otherwise noted."

Above exhibit is marked "Plaintiff's Exhibit Fraser No. 595."

Mr. Watts: Defendant objects to each and every of the Fraser exhibits, as incompetent, irrelevant, and immaterial.

At this point the further hearing of this case is adjourned until tomorrow, Tuesday morning, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 11th, 1906.

Met, pursuant to adjournment as above, on Tuesday morning, December 11th, 1906, at half past ten o'clock, at the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo. Present, parties as before.

Counsel for the Complainant requested Mr. Robert M. Fraser to produce certain circular letters, and other documents, referred to in the papers previously produced by said Robert M. Fraser; pending which production, the further hearing of this case is adjourned until this afternoon, at half past two o'clock.

After recess, on Tuesday, December 11th, 1906, Mr. Robert M. Fraser stated that he was unwilling to waive any of the rights of the various organizations which he

represented, and that he would prefer not to produce any of the circular letters, etc., called for by Counsel for the Complainant, except by due process of law; and the further hearing of this cause was adjourned, pending the issue of a subpoena duces tecum for the production of the papers desired, until Thursday morning, December 13th, 1906, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 13th, 1906.

Met, pursuant to adjournment as above, on Thursday morning, December 13th, 1906, at half past ten o'clock, A. M., in the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo., at which time, not being able to proceed with the hearing in this cause, by consent of Counsel the further hearing is adjourned until Monday morning, December 17th, 1906, at half past ten o'clock, A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 17th, 1906.

Met, pursuant to adjournment as above, on Monday morning, December 17th, 1906, at 10:30 o'clock, A. M., in the office of Special Commissioner, Hon. R. E. Rombauer, Roe Building, St. Louis Mo.

Present: Hon. R. E. Rombauer Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum, on behalf of the Complainant.

Mr. M. F. Watts, on behalf of the Defendants.

Mr. Jno. F. Lee, and Mr. Kramer, representing the witness Robert M. Fraser.

The following proceedings were had:

Mr. Crow: Mr. Fraser, have you produced the various papers called for in the subpoena duces tecum?

Mr. Lee: I want to make a statement to the Commissioner, which I think will simplify the proceedings. It is something for your information, and Mr. Fraser can be examined concerning it, if Counsel desires to examine him.

Mr. Crow: That is objected to.

Mr. Lee: I have a copy of the subpoena duces tecum, and we have numbered the papers called for, in the order in which they are stated, from 1 to 8 inclusive.

As to Number 1, Mr. Fraser is unable to furnish the Information Circulars called for. There were 5,000 or more of them—

Mr. Crow: We object to that. Mr. Lee is undertaking to make a statement here, and have Mr. Fraser verify it. We object to having a third party make a statement for him.

The Commissioner: Proceed, Mr. Lee.

Mr. Crow: The Government objects to this kind of proceeding, for the reason that the only proper way to make a return to a subpoena duces tecum is to make it in writing and have it verified by the man himself, or else have him to go on the stand and testify.

Mr. Lee: There were comparatively few of these papers in which Mr. Fraser's office was interested, and no files have been retained.

As to the correspondence for the period 1900 to 1905, they were distributed throughout the office files of Mr. Fraser, being contained in about 1,400 files. Mr. Fraser was served with this subpoena on Saturday, and has not had time yet to hunt through those files and select the papers called for. He is willing to do that, and asks to be

allowed sufficient time. He thinks, in order that the business of his office should not be disturbed, he should be allowed such time as will enable him to number the various papers which he turns in here, in order that they may be returned to their proper places when the Government has finished with them.

The same is true of the papers called for in Paragraph No. 2—correspondence for the period 1900 to 1905—they are distributed in the same way among possibly 500 files, making a total number of files—as we estimate them—1,900. The papers probably weigh anywhere from four hundred to eight hundred pounds. We propose to treat them in the same way.

Now, we think to go through those files properly, number the papers that we give you, and put something in the places from which they are taken, so that they may be restored—with such allowances as the Commissioner would probably make for Mr. Fraser's clerks to have something in the way of Christmas, that we ought to have about two weeks' time. At the end of that time we will appear here with those papers. In other words, we will make every effort to comply with the order, and we think we need that much time.

Paragraphs 3 and 4 and 5—the papers there called for—have already been furnished on a previous subpoena, and are now within the control of the Commissioner.

The papers called for in Paragraphs 6, 7 and 8, Mr. Fraser now has, and is ready to turn over.

That is the statement, so that the Commissioner may be able to get, in a more condensed form than Mr. Fraser would otherwise give it, what would be his answer to the subpoena, and he is here now to be examined by counsel.

The Commissioner: What do you say, gentlemen?

Mr. Crow: We do not consider that there has been any return or showing made here by Mr. Fraser; but we will abide by any steps that the Commissioner may take.

The Commissioner: Do you desire to proceed with the examination of Mr. Fraser, as far as he is ready to be examined?

Mr. Crow: We would like to have these papers and records that he has produced.

The Commissioner: You have some papers here, Mr. Fraser?

Mr. Fraser: Yes, sir, here they are. (Producing package of papers.)

The Commissioner: How much time will you require to produce the other papers called for?

Mr. Fraser: I don't think it will be possible to conduct the busines of our office and do it in less than two weeks. I was going to suggest, if I had been asked the question, until the first week in January. There is an immense quantity of papers that have to be gone through, leaf by leaf, to pick out the ones that are called for.

The papers that I here produce are the ones called for in Paragraphs 6, 7 and 8 of the subpoena duces tecum.

The Commissioner: As a matter of course, the witness is entitled to proper time to hunt for these papers, and if two weeks is what he needs to do it, then he should be given that length of time.

Thereupon, by consent of Counsel, the further examination of the witness, Robert M. Fraser, is continued until Wednesday morning, January 2nd, 1907.

SETH FRINK, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW.

Q. Please state your name, residence and occupation? A. Seth Frink; St. Louis, Mo.; Chairman of the Southern Freight Asociation.

Q. Where is the office of that Association? A. In the Odd Fellows' Building.

Q. In this city? A. Yes, sir.

Q. How long have you been chairman of that Association? A. Since February, 1893.

Q. What is the nature and character of that Association? A. That is so general a question I don't know exactly how to answer it.

Q. Who composes the Association? A. The representatives of the Iron Mountain R. R.; the Mobile & Ohio R. R.; the Illinois Central R. R.; the Louisville & Nashville R. R.; and the Southern Railway; and the St. Louis Transfer Company.

Q. Can you name the representatives of each one of the companies designated, who represent their companies, respectively, in the Association you mention? A. Their representation varies. Sometimes it is one officer, and sometimes it is another one. It is the freight department.

Q. The freight department of each one of the companies named as being represented? A. They send a representative. Sometimes it is one man and sometimes another.

Q. How often does your Association meet? A. They meet regularly once a month.

Q. Once a month? A. Yes, sir.

Q. And special meetings are held when necessary? A. When it is necessary, which is very seldom.

Q. What position do you occupy, with reference to that Association? A. I was chosen as chairman of the Association; purely a clerical position, however. A. As chairman of this Association, do you have custody and control of the records of this Association? A. Yes, sir.

Q. And have had since 1893? A. And have had since 1893.

Q. What territory is the business of this Asociation confined to? A. It is the business from St. Louis and East St.

Louis to territory east of the Mississippi River—well, to define it more literally, the business of the territory east of the Mississippi River, south of the Ohio River to Paducah, and then down practically to the Tennessee line, south of Kentucky and south of Virginia.

Q. Do you mean the northern or the southern line of Tennessee? A. The northern line of Tennessee. But there is a portion of Tennessee comes in that.

Q. How far eastward does it run? To the Virginias? A. South of the southern line of Kentucky and Virginia, to the Atlantic Ocean.

Q. To the Atlantic Ocean? A. Yes, sir. That is, that is the territory that is considered and talked about.

Q. That is what is commonly known as "Green-line territory," isn't it? A. It includes more than is commonly known as "Green-line territory."

Q. It does? What is the specific geographical limitation of "Green-line territory?" A. "Green-line territory" would be territory south of the Ohio River, starting from Corinth, Mississippi, as the boundary line.

Q. The southern boundary? A. No, sir, the northwest corner; from Corinth, Mississippi, to Mobile and points east of that line, except Aberdeen and Columbus, Mississippi; then take the line of the Memphis Division of the Southern Railway and points on and south of that line, to Chattanooga, also Nashville, Tenn, to the points north of the line. Then go up to the northern line of Tennessee, and follow through to the ocean, and then around to Mobile. Then that is subdivided. The "Green Line territory" takes points south of the line from Cleveland, Tennessee, to Knoxville, then south to Murphy, North Carolina, and through Wellston and Newburg and Columbia to Wilmington, North Carolina. Points on and north of that line is what is known as the territory of the Associated Railways of Virginia and North Carolina.

Q. Then the intermediate territory between here and the Ohio River is not included, any of it, in the "Green-line territory," nor is any of that from the Ohio River to a point south on a line with Corinth, Mississippi? A. South to that line.

Q. Is the territory from here to the Ohio River included in the territory of the Association that you represent? A. On business that is destined to the territory aforementioned.

Q. On business destined to points south of the Ohio River? A. Yes, to the territory south of the Ohio River.

Q. In other words, your Association has no jurisdiction of business that originates in or is destined to points between St. Louis, Mo., or East St. Louis, Ill., and points on the Ohio River? A. No, sir.

Q. Do I understand from your statement that the Southern Freight Association territory includes also the "Green line territory?" A. The "Green line territory" is included.

Q. It is included in the Southern Freight Association? A. Yes, sir.

Q. And the business of both the "Green line territory" and the other territory, eastward to the Atlantic Ocean, and north of the points described by you as being "Green line territory," is all included in the Southern Freight Association territory? A. No, sir, not all.

Q. I mean with the exceptions you have named. A. Yes, sir. I want to qualify that a little bit. The Southern Freight Association has nothing to do at all with the rates from the crossings of the Ohio and the Mississippi River to that territory; and merely has to do with the additions, or differentials, or specifics, which shall be added to these rates to make through rates to that territory.

Q. By that you may mean to say that business originating at points on the Ohio River, or between here and the Ohio River, east of East St. Louis, Illinois, or St. Louis,

Missouri, and destined to points in the territory you have described as the Southern Freight Association territory, or the "Green line territory," or both combined, that the Southern Freight Association has no jurisdiction over that class of rates? A. I mean to say that; and I mean to say also that, for instance, you take Cairo, Ill.; the busines going from St. Louis, when it gets to Cairo has got to pay from that point to destination the same that the local shipper at Cairo pays. It is just so at Evansville; just so at Louisville; just so at Memphis.

Q. In other words, then, the jurisdiction of your Association is as to rates from St. Louis and East St. Louis to the Ohio and Mississippi River crossings? A. Yes, on business destined to the territory described.

Q. And then the rates that would be established on the business from St. Louis, say to any points in the territory designated, would, from the crossings mentioned, be fixed by rates theretofore established by other authorities? A. Yes, sir.

Q. Is your Association a member of the Central Freight Association? A. No, sir.

Q. Do you report to the Central Freight Association? A. No, sir.

Q. To what body do you report? A. We don't report to anybody.

Q. Are you connected with any other Association? A. No, sir.

Q. Do you have any business relations with the Western Trunk Line? A. We frequently ask them a question, for information. I say frequently—probably once a month, we ask the Western Trunk Line a question as to what the rate is from Omaha or Kansas City, on some product or other.

Q. Do you have any relations with what is known as the Southeastern Committee, of which Mr. Washburn is or was

Chairman? A. Mr. Washburn was and is Chairman of the Southeastern Association, and the Mississippi Valley Association, and our only relation to that is to get their issue of rates from the river crossings to destination, so as to add the specifics and make the rate from St. Louis.

Q. Do you know what territory is controlled by that Association? A. I would not attempt to describe it accurately.

Q. It touches the Mississippi and Ohio River crossings on the west and north, doesn't it? A. I don't believe they have anything to do with the Kentucky business—and still, I don't know that. And I don't think they control business east and south of a line drawn, say, from Chattanooga to Birmigham—this is in general terms, not specific—and then south to Pensacola, through Montgomery.

There is still another association known as the Southeastern Association, with headquarters in Atlanta. Mr. Hinton is or was Chairman of that Association, by repute.

Q. You exchange Information Circulars with these associations? A. Oh, yes.

Q. On business passing over your lines, that originates in the northwest—what is known as northwest territory—west of Kansas City, destined to points in your territory, where do you get your information circulars to base rates on? A. So far as that is concerned, we have nothing to do with through business, except in the publication of tariffs, and the rates to the various points are furnished us by the associations or the individual lines that control the business, for publication purposes merely.

Q. Well, suppose a man wanted to ship a carload of green hides—it would not be very possible, but it is suggested—from a point in your territory by way of the St. Louis gateway to a point in Iowa? A. So far as the Association is concerned, the question would not come to us.

Q. It would not reach you at all? A. North-bound business would not reach us at all.

Q. Then if you wanted to ship a carload of green hides from St. Louis to Pensacola, Florida, would that come within the jurisdiction of your business—the rate? A. The rates from St. Louis to Pensacola, Fla., are not legitimately in our province. The L. & N. road, being the direct line to Pensacola, makes the rate, and any other lines that undertake to do any portion of the transportation to Pensacola adopts the schedule of the L. & N.

Q. That is the proposition that maintains with reference to all points outside of your territory that is reached by direct line from a point within your territory, that where there is a direct line the freight rates to that point are all made on the basis of that established by the direct route? A. Yes, sir, unless there is some route that is so indirect that they except their line from the application of the rate. They won't take it at the rate—they consider that they would be losing money.

Q. Have you the records that were called for in this case? A. Yes, sir, according to my understanding. You called for the tariffs. I brought over a file of the current tariffs for the Southeastern territory. I did not understand that you wanted all of the cancelled sheets that had been issued since 1890-odd.

Q. Have you a copy of the subpoena with you? A. Yes, sir. My object is to give you the documents you want. If the supply I have brought is defective, I will try and supply what are lacking.

Q (reading from subpoena). "All inforamtion circulars and letters of the Central Freight Association sent to the Southern Freight Association, and the correspondence of the Chairman or other officials of the Central Freight Association with the Southern Freight Association, its officers or agents, concerning the business of the two associations,

from January 1st, 1900, to October 1st, 1905, inclusive." How about that? Is that there? A. Yes, sir, that is there.

Q. (Reading from subpoena.) "Also all letters of the Southern Freight Association addressed to the Central Freight Association, by its officers and agents, concerning the business of the two associations, from January 1st, 1900, to October 1st, 1905, inclusive; also minutes of the proceedings of the Southern Freight Association, including minutes of the proceedings of the association to which the Southern Freight Association is the successor, from and including the year 1896 to and including the year 1905, together with letters and telegrams in regard to such meetings." Have you produced those? A. They are there. I also put in the proceedings of 1906 also, not noticing the limit of the date.

Q. (Reading from subpoena.) "Also all circular letters relating to the rates of freight on traffic to and from St. Louis, Missouri, or East St. Louis, Illinois, and southern or southeastern territory, commonly known as "Green line territory;" and copies of all tariffs and information circulars issued by said Southern Freight Association from St. Louis, Mo., and East St. Louis, Ill., to said southern, southeastern and "Green line territory," or between that territory and St. Louis and East St. Louis." How about those? A. Those are there, as far as I know. According to my knowledge and belief.

Q. Then you have produced everything? A. So far as I know. I did not personally handle all of those papers.

Q. But you think nothing has been omitted? A. I don't know of anything that has been omitted. I set my corps of clerks to work when I got this subpoena, and they have worked ever since.

Q. These records (indicating records brought by Mr. Frink) are the ones that have been produced in obedience to that subpoena? A. Yes, sir.

Mr. Crow: We cannot examine him in detail until we have examined the records.

The Witness: Do you want the current tariff sheets, or do you want all of the tariffs that have been issued and canceled and superseded?

Mr. Crow: I will examine what you have produced. I think that will be sufficient. We can tell then.

The Witness: I have a file, if you want them, of every tariff sheet that has been made.

Q. For that territory? A. Yes. Since the organization of our Association. Now, you asked about the nature of our Association. It is merely a place where people get together, the representatives of the roads, and discuss various propositions that are made, coming from outside parties, as to their merits; having in view, of course, the idea of harmonious action, without any agreement to be harmonious. Each one has the privilege of acting independently, if he sees fit, on any subject.

Q. Acting upon an agreed basis, without agreeing to it? Q. Acting upon a basis of publicity..

Mr. Crow: We will examine these records and let you know. We will have to take these records, if it please your Honor, and examine them.

The Commissioner: Are these of the same character as the others?

Mr. Crow: I think so.

The Commissioner: Then what is the use of producing them in detail? Why not agree in regard to them?

Mr. Crow: We can agree after we examine them, and find out what they contain.

The Commissioner: Is there any objection to that, Mr. Watts?

Mr. Watts: Not that I know of. The General will take his own course, I suppose, about his testimony.

Mr. Crow: I want to get through as quickly as possi-

ble, and can tell better after examining the records produced by Mr. Frink.

At this point the further hearing of testimony in this cause is adjourned subject to agreement of counsel.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 2nd, 1907.

Met, pursuant to adjournment as above, on Wednesday morning, January 2nd, 1907, at half past ten o'clock, A. M., at the office of the Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner. Messrs. E. C. Crow and Chester H. Krum appeared on behalf of the complaint.

Mr. M. F. Watts appeared on behalf of the Defendants.

The following proceedings were had.

ROBERT M. FRASER, Being recalled, on behalf of the Complaint, testified as follows, to-wit:

DIRECT EXAMINATION By Mr. E. C. Crow:

Q. Mr. Fraser, have you produced the records called for by the subpoena duces tecum? A. I have. Here they are. (Producing papers.)

Q. Have you a minute of the records that you have? A. I have no minute except the subpoena.

Q. What part of the records called for have you here with you. A. I think all of them that we have.

Q. Can you enumerate what you failed to find? A. No; what we haven't got, we haven't got. That is, to be more specific, you have got all that you have asked for, to the best of my knowledge and belief.

Q. Then there is nothing that you have failed to find? A. So far as I know, you have got all that you asked for. To be specific, as I stated the other day, we don't keep any complete file of the Central Freight Association Circulars; but those are all that I can find, and those were gathered out of the files that were overhauled in getting the other correspondence

This package contains the Information Circulars (Indicating package which is marked "C. F. A. Information Circulars.")

These four packages contain correspondence between the Central Freight Association and the St. Louis Eastbound Freight Committee (Indicating four packages, marked respectively No's. 1, 2, 3 and 4).

This package contains all the correspondence between the Central Freight Association and the St. Louis-Cincinnati-Louisville Freight Committee. (Indicating package marked "St. Louis-Cincinnati-Louisville Freight Committee.")

That comprises all that was called for in the subpoena, as I understand it, and is the best that I can do.

Q. These are all records from your office? A. Yes sir.

Complaint offers in evidence record of meeting of the Rate Committee of the Southern Freight Association, held in St. Louis, Mo., December 11th, 1895, contained in book including proceedings of meetings of the Southern Freight Committee from February 28th, 1893, to May 1st, 1900.

Which resord is in words and figures as follows, to wit:

"THE SOUTHERN FREIGHT COMMITTE.

St Louis, Mo., Dec. 11th, 1895.

Proceedings of a called meeting of the Rate Committee, held December 11th, 1895.

The lines were represented as follows:

W. C. Stith, General Freight Agent, St. L. I. M. & S. Ry.

Geo. E. Lary, General Freight Agent, Cairo Short Line.

E. F. Hilgard, Asst. General Freight Agent, Cairo Short Line.

J. M. Denyven, Asst. General Freight Agent, Mobile & Ohio.

C. D. Morris, Asst. General Freight Agent, L. E. & St. L. C.

J. N. Chandler, General Agent, L. & N. R. R.

The Chairman stated the object of the meeting to be to consider the reduced rate on Packing-house products in car loads from East St. Louis to Evansville and New Albany "when destined to Southeastern Points." He explained that this action was based on a tariff said to have been issued November 26th, 1895, by the L. St. L. & T. R. R. and numbered A-186, naming rate of six (6) cents per 100 lbs. from East St. Louis to Louisville, Ky., on those commodities.

In consequence of that issue the L. E. & St. L. C. R. R. had issued their tariff No. 759, dated December 5th, 1895, and effective December 10th, 1895, naming rate of four (4) cents per 100 lbs. from East St. Louis to Evansville and New Albany.

He stated further that he had been unable to obtain or even see a copy of the L. St. L. & T. tariff referred to, but that he had no doubt that such a tariff was in existence.

He stated further that the action of the L. E. & St. L. R. R. was not in accordance with the provisions of the agreement of the Southern Freight Association, which expressly prohibits individual action by any of its members except upon notice as provided in said agreement.

After a prolonged discussion of the subject, and consideration of the widespread reduction of revenue that will inevitably follow unless the tariffs referred to are cancelled at once, the Chairman was directed to send the following telegram:

St. Louis, December 11th, 1895.

Edgar Hill, T. M.,
L. St. L. & T. R. R., Louisville, Ky.

Members of the Southern Freight Association have information of your tariff A-186, dated November 26th, 1895, naming rate of six cents per 100 lbs. on Packing-house products, including Green Hides, from East St. Louis to Louisville, Ky.

This material reduction in rates has the effect of reducing the rate on these commodities destined to Southeastern territory, and, unless withdrawn, will involve the rate from all producing points to the entire Green Line territory, and result in incalculable loss of earnings on a class of traffic upon which the rate is already sufficiently low.

Believing you do not desire to cause any such calamity, they ask you to cancel the same, or at least advance the rate to such a figure as will protect the interest of the lines engaged in handling this traffic to the Southeast.

Please advise what you will do promptly.'

A copy of this was sent to the Traffic Manager of the L. & N. road, and he was solicited to use his influence to have the rate restored.

The following resolution was then offered:

"Resolved: That the rate on Packing-house Products be made four (4) cents per 100 lbs. from St. Louis and East St. Louis to Evansville, Brooklyn, Cairo and Belmont, and eight (8) cents per 100 lbs. to Memphis on business destined to points in "the Southeast," to meet the rates published by the L. St. L. & T., and L. E. & St. L. roads."

After considerable discussion further consideration of this resolution was postponed until tomorrow in order to hear what answers were received from the gentlemen who had been addressed by wire.

The meeting then adjourned until 11 o'clock, A. M., of Thursday, December 12th, 1895.

S. Frink, Chairman.

St. Louis, Mo., December 12th, 1895.

The Rate Committee met according to adjournment with same representation as on the previous day.

As no answer had been received from either of the persons addressed, it decided to wait further, for replies, before taking any action, and adjourned subject to the call of the Chairman.

December 12th, 1895, 4:30 P. M.

The Rate Committee met again, and the Chairman read the following telegram which had been received from Mr. S. R. Knott, First Vice-President of the L. & N. R. R.:

'Louisville, Ky. December 12th, 1895.

W. S. McChesney, St. Louis:

Letter referred to was mailed last night. Traffic Manager Hill is not in the city, so that Frink's efforts with him to secure immediate withdrawal cannot succeed. In meantime we shall insist upon rate via our line, East St. Louis to Evansville, being not higher than rate effective via St. Louis Air Line, which we understand to be four (4) cents per 100 lbs.

We have no communication from L. E. & St. L. on this matter, and do not expect any. That management understands that Mr. Hill makes and speaks for the rates between St. Louis and Louisville.

I do not myself question that Hill had good reasons for making rate, and approve of the policy he pursued in doing so openly and legally.

That the Air Line ignored its obligation in failing to take the matter up regularly with the Southern Freight Committee in accordance with the rules thereof, must be condemned by those members who have been honestly keeping to their agreement.

It has been for some time openly charged that packing-house product rates from Chicago to Ohio River have been

reduced by secret and illegal concessions. As those conditions are continuing we would have been compelled, at our own instance, to have presented the matter to the Southern Freight Committee and secured its Co-operation in making rate of four cents, East St. Louis to Evansville, which is necessary that St. Louis may be properly in line with the rates applicable from Chicago.

Our rate of four cents to Evansville has been legally issued in accordance with advice given Chairman Frink and Messrs. Stith, Poe and Lary.

(Sig.) S. R. Knott.'

As this seemed to make an immediate restoration of rates impossible, the resolution offered at the session of December 11th was taken up and unanimously adopted.

The Committee then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three pages of printed matter, is marked "Complaint's Exhibit No. 1 of the Southern Freight Association."

Complaint offers in evidence record of meeting of the Southern Freight Committee, held in St. Louis, February 12th, 1895, contained in same book as preceding record.

Which record is in words and figures as follows, to-wit:

"Proceedings of a meeting of

THE SOUTHERN FREIGHT ASSOCIATION

Held February 12th, 1895.

St. Louis, Feb. 12th, 1895.

At a meeting held February 12th, 1895, the following representatives were present:

E. P. Bryan, Superintendent of Terminals, L. & N. R. R.

J. M. Denyven, Assistant General Freight Agent M. & O. R. R.

J. C. Lincoln Assistant General Freight Agent, St. L. I. M. & S. Ry.
E. F. Hilgard, Assistant General Freight Agent, Cairo Short Line.
S. H. Klinger, Manager, St. Louis Transfer Co.

The meeting convened at 2:30 P. M.

Subject 171. Rates on Stoves, etc., L. C. L., to Mississippi Valley points.

Consideration was given to the late radical advance which had been made in these rates and to the fact that very low, any quantity, rates were in effect from some other sources of supply to that territory, and it was

Resolved: That Stoves, stove furniture and hollowware, L. C. L., be made sixth class rates to Mississippi Valley points covered by S. F. C. Tariff No. 1-A, and that sixth class differentials be authorized to apply from other points on this commodity.

Subject 172. Cost of transfer assessed by the St. Louis Transfer Co., on shipments of moss, and other light and bulky freight consigned to parties at St. Louis.

It was shown that the agreement now in effect permitted a maximum payment of four (4) cents per 100 lbs. in cases where the transfer made delivery at its depot, and of two (2) cents per 100 lbs. in cases where it made delivery at store door.

It appeared that the question had arisen from a claim made by the Transfer Co. for eight (8) cents per 100 lbs. on some car loads of moss which had come from New Orleans billed at a minimum weight of 20,000 pounds per car.

After some discussion, it developed that this was the only difference which had arisen between the Transfer Co. and the road for nearly two years, and the representative of the Transfer Company considered it of too little importance to make an issue on, and that the allowance made in accordance

with the rule was sufficient payment for the service of that company.

The subject is, consequently, dropped.

Subject 173. Methods of handling Grain, Grain Products and Hay, to Mississippi Valley points, and of assessing revenue thereon; also comparison of rates in effect at St. Louis with those in use at Missouri River points, Peoria, etc.

This subject was discussed at length, showing proportional rates in effect at many points, and "reconsignment and Milling in transit" from Missouri River territory, and other points, which effected rates much lower than a relative adjustment with those in effect at St. Louis.

Ways and means for restoring the proper relation of rates were discussed, consuming the remainder of the session, and further consideration of the subject was postponed until Tuesday Feb. 19th, 1895, to which time the meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two printed pages, is marked "Complaint's Exhibit No. 2 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Committee, held in St. Louis, February 19th, 1895, contained in the same book as the preceeding record.

Which record is in words and figures as follows, to-wit:

"Proceedings of a meeting of
THE ST. LOUIS FREIGHT COMMITTEE
Held February 19th, 1895.

St. Louis, Mo., March 1st, 1895.

The meeting convened at 10 o'clock A. M., and the lines were represented as follows:

E. P. Bryan, Superintendent Terminals, L. & N. R. R.
J. T. Poe, General Freight Agent, M. & O. R. R.
J. M. Denyven, Ass't. General Freight Agent, M. & O. R. R.
Geo. E. Lary, General Freight Agent, Cairo Short Line.
E. F. Hilgard, Ass't General Freight Agent, Cairo Short Line.
W. C. Stith, General Freight Agent, St. L. I. M. & S. Ry.

Subject 173 Continued. After further canvassing this subject, and considering the means which could be properly used to place the Grain, Grain Product and Hay business of St. Louis and East St. Louis in line with that from other competitive markets, the following resolution was offered:

Resolved, That Grain in car loads, minimum weight 30,000 pounds, and hay in car loads, minimum weight 20,000 pounds, originating upon lines west of the Mississippi River or in Illinois, may be reconsigned from St. Louis or East St. Louis at proportional rates to the following Mississippi Valley points, namely: Mobile, Ala., New Orleans, Baton Rouge and Vidalia, La., Vicksburg, Natchez, Rosedale, Friars Point, Greenville, Huntington and Bayou Sara, Miss., Memphis, Tenn., and Helena, Ark.; thereby protecting the published through rate from the point of origin to such destinations, subject to the following conditions.

1st. The roads leading from St. Louis and East St. Louis to the Mississippi Valley points named above, will accept the balance of the through rate, point of origin to destination, after deducting the charge of connecting lines up to St. Louis or East St. Louis, subject to the following minima.

The minimum rates on grain, which shall be accepted south of St. Louis or East St. Louis are as follows: To

Memphis, Tenn., eight (8) cents per 100 pounds, to Mobile and New Orleans fifteen(15) cents per 100 pounds, and to the other points named above, seventeen cents per 100 pounds.

The minimum rates on hay shall be ten (10) cents per 100 pounds to Memphis, seventeen and one-half (17½) cents to Mobile and New Orleans, and nineteen (19) cents to the other points named.

2nd. The business so reconsigned shall be subject to supervision by the Chairman of the Southern Freight Committee, who shall make an adequate check of the grain movement contemplated herein.

3rd. Record shall be kept of grain subject to reconsignment, by the registration of the original expense bills (without alteration or erasure) therefor, when presented to the Chairman for reconsignment privilege.

4th. Expense bills which are not presented and surrendered within ninety (90) days of the date of their issue shall not be accepted for reconsignment, but this rule does not affect tonnage already filed.

5th. It shall be obligatory upon all lines to furnish all billing, covering grain subject to transit privilege, to the Chairman, for the proper carrying out of the rules and regulations governing such privileges as set forth herein.

6th. Transfers of expense bills, elevator tickets or bills of lading, (except 'shipper's order' bills of lading,) must be made by formal assignment or order. Endorsements in blank shall not be accepted.

7th. Shippers detected in using expense bills, or in furnishing billing or other instructions not bone fide in all particulars, or in restoring to any practice, in reconsigning grain or hay, which tends to reduce the legitimate revenues of the railroad companies, shall be reported to the Southern Freight Committee by the Chairman.

8th. In reconsigning, the weights shall not exceed those shown on the expense bill used in securing the reconsignment, and the weights shown on the expense bill surrendered shall in no case be less than the weight billed out; provided also, that nothing herein contained shall prevent the cars from being loaded to their maximum carrying capacity, subject to the inspection and approval of the Chairman or his authorized representative.

9th. In case rates to St. Louis or East St Louis are changed, the lines south thereof, parties to this agreement, will protect the through rate in effect at the date of reconsignment, subject to the minimum proportions established herein.

10th. Expense bills for one kind of grain shall not be accepted in the reconsignment of another kind, or of hay.

11th. Wheat, oats and corn, brought from Illinois or the territory west of the Mississippi River to St. Louis or East St. Louis, may be milled at those places and reshipped thence in car-loads as flour, meal, hominy, grits, bran or mill-stuff under the same rules and regulations as have been provided for the reconsignment of grain; but the through rates shall be assessed upon the rate on the product shipped, from the original point of shipment of the grain to the final destination of the product, and shall also be subject to the minimum weights established to apply on reconsigned grain.

The minimum rates on bran, shorts and mill-stuffs, so reconsigned, shall be the same as those already provided for grain.

The following shall be the minimum rates on flour, cornmeal, oatmeal, hominy and grits so reconsigned: To Memphis, Tenn., eight and one half (8½) cents per 100 pounds; to all other points named above seventeen and one-half (17½) cents per 100 pounds.

Upon roll call, all lines voted "aye" except the Louisville and Nashville. The representative of that line asked that its vote be delayed, and agreed to communicate it to the Chairman at a later date.

The affirmative vote of the Louisville & Nashville was received and recorded on February 28th, and the resolution was made effective on the 1st of March, 1895.

Subject 174. Rates on flour for export, in export sacks. It was represented that competition via other routes rendered it inexpedient to carry fixed rates on this business to New Orleans and Mobile, inasmuch as those rates were constantly fluctuating, and it was

Resolved, that the rate on "Flour for export, in export sacks," applying from St. Louis and East St. Louis to New Orleans and Mobile be cancelled from tariff S. F. C., No. 1-A

Subject 175. Methods of handling grain, grain products and hay to Nashville, Tenn.

It was shown that notwithstanding reconsignment and milling in transit to Nashville had been discontinued, freight had been since taken at less than tariff rates to that point.

After a lengthy discussion of the situation it was considered that the reconsignment arrangements in effect at that point fully protect it as a market, and it was

Resolved, that agreed, published tariff rates be fully maintained by all lines on all shipments moving from or through St. Louis or East St. Louis to Nashville and South Nashville, Tenn.

This resolution was unanimously adopted.

Subject 176. Rule adopted on the Mobile & Ohio R. R. governing the return of attendants of live stock shipments.

After consideration of this subject, and finding that it is not now possible to establish an uniform rule governing all lines, the Chairman was instructed to furnish all lines with

a copy of the letter which he had received from Mr. Poe on this subject and to cancel it.

Subject 177. Trackage of $1.00 per car, charged by the National Stockyards at East St. Louis on dead freight delivered to or received from industries located on the tracks of that company.

(Sub. 7 and 79.) This subject was referred to the Committee by the Local Freight Agents'- Association, which had adopted the following resolution:

'Resolved, that it is the sense of this Association that the practice of absorbing National Stockyards trackage of $1.00 per car is wrong and should be abolished. This trackage charge is an arbitrary in favor of the National Stockyards on all dead freight to or from private industries located on the tracks of the National Stockyards Co.'

It was the opinion of the representatives of these lines that the above resolution was correct on general principles, but definite action was postponed to some future meeting.

Subject 178. Rate on building tile, C. L., from St. Louis to Memphis, Tenn.

It was contended that it is inexpedient to carry a higher rate from St. Louis to Memphis on this commodity than is in effect on the same from Chattanooga, Tenn., to Memphis; and that while all lines desired the restoration of the regular rate as originally published in tariffs S. F. C. No. 1-A, the present rate should remain in effect pending the result of the effort now being made to have the rate from Chattanooga restored to that figure.

The subject was passed for further consideration at the next meeting of the Committee.

Subject 179. Cairo differential, under St. Louis, on sewer pipe.

It was explained by the Chairman that the differential basis on drain tile and sewer pipe is now different from that

used on building tile, and that it seemed proper to make those differentials alike.

As the Committee had no definite expression from the Illinois Central Railroad on this subject, and as it was not deemed proper to take any action without the concurrence of that line, the subject was passed for future consideration.

Subject 180. Application of reduced rate on furniture to Mississippi Valley points, as provided in tariff S. F. C. No. 1-A, on furniture manufactured from bamboo, rattan, reed or willow.

This subject was presented at the request of the Illinois Central Railroad. It was the opinion of all lines that those rates should not be applied on such shipments, and it was

Resolved, that furniture manufactured from bamboo, rattan, reeds or willow be excepted from the present commodity rate on furniture to Mississippi Valley points, and that tariff S. F. C. No. 1-A be so amended.

Subject 181. Rate on smoking tobacco to Mississippi Valley points.

This subject was introduced on a request to have the former rate restored.

It was not thought that the volume of the smoking tobacco trade warranted the making of a commodity rate, and the subject was dropped.

Subject 182. Allowance of ice with shipments of beer.

A communication from the Iron Mountain road was read which recommended the adoption of the following rule:

'Shippers may be permitted to load as much ice in car loads of beer as they see fit for the purpose of properly protecting the shipment in transit; any ice remaining in the car at destination, which is taken out of the car and delivered to the consignee, shall be charged and collected for at the tariff rate on ice in car loads.'

This rule was unanimously adopted.

The Committee then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of five printed pages, is marked "Complaint's Exhibit No. 3 of the Southern Freight Committee."

Complainant offers in evidence record of Joint Conference of Lines Interested in Mississippi Valley Traffic, held at St. Louis, December 22nd, 1894, contained in the same book as the proceeding record.

Which record is in words and figures as follows, to-wit:

"Joint Conference of

LINES INTERESTED IN MISSISSIPPI VALLEY TRAFFIC

St. Louis, Mo., December 22nd, 1894.

At a joint conference of lines interested in Mississippi Valley traffic, held Dec. 20th and 21st, 1894, the following lines were represented:

Illinois Central R. R., North, M. C. Markham, Ass't Traffic Manager.

Illinois Central R. R., North, W. E. Keepers, General Freight Agent.

Illinois Central R. R., South, D. B. Morey, Gen'l Freight Agent.

Yazoo & Mississippi Valley R. R., W. D. Hurlbut, Ass't. Gen'l. Frt. Agent

Chesapeake & Ohio Southwestern, F. C. Dumbeck, Gen'l. Freight Agent.

Louisville & Nashville R. R., C. B. Compton, Gen'l. Freight Agent.

Louisville & Nashville R. R., E. P. Bryan, Sup't. Terminals.

Queen & Crescent, H. F. Smith, Gen'l. Freight Agent.

Queen & Crescent, T. C. Powell, Ass't. Gen'l. Frt. Agent.

Cairo Short Line, George E. Lary, Gen'l. Freight Agent.

Cairo Short Line, E. F. Hilgard, Ass't. Gen'l. Frt. Agent.

Mobile & Ohio R. R., J. T. Poe, Gen'l. Freight Agent.

Mobile & Ohio R. R., J. M. Denyven, Ass't. Gen'l. Frt. Agent.

K. C., Ft. Scott & Memphis R. R., J. J. Fletcher, Gen'l. Freight Agent.

K. C., Ft. Scott & Memphis R. R., Frank Shearer, Com'l. Agent.

Missouri Pacific Ry., W. C. Stith, Gen'l. Freight Agent.

Toledo, St. L. & Kansas City, D. F. Jennings, Ass't. Gen'l. Agent.

Paducah, Tennessee & Alabama Ry.; The Tennessee Midland R. R., George McFadden, Gen'l. Freight Agent.

C. C. C. & St. L. Ry., W. Nichols.

A. & V. and V. St. P. R. R's., I. Hardy, Ass't. Gen'l. Frt. Agent.

Cincinnati, Hamilton & Dayton R. R., C. S. Walker, Gen'l. So. Agent.

The meeting convened at 10:30 A. M., Thursday, December 20th, 1894, and elected S. Frink Chairman, and W. H. McLean Secretary.

It was explained that the object of the conference was to re-establish rates from all territories to Mississippi Valley points and to provide means for their maintenance.

On motion it was unanimously,

Resolved, That the rates published in Southern Freight Committee Tariff No. 1 to Mississippi Valley points be checked over and approved or modified.

The conference then proceeded to check these rates, consuming the rest of the day in that work.

Friday, December 21st, 1894.

The lines convened at 10:30 A. M., December 21st, 1894, with the same representation, except that the following lines were not represented:

Cleveland, Cincinnati, Chicago & St. Louis Ry.

Toledo, St. Louis & Kansas City Ry.

W. C. Stith, G. F. A. Mo. Pacific Ry., represented J. J. Fletcher, G. F. A., K. C., F. S. & M. Ry.

Check of Southern Freight Committee Tariff No. 1 was continued and completed and S. Frink, Chairman of the Southern Freight Committee, was instructed to publish, effeective January 16th, 1895, as a joint tariff from St. Louis, Mo., and points common with St. Louis, the figures resulting from this check. Rates from other territories to be lined up on the agreed basis.

(This publication will be styled Joint Freight Tariff S. F. C. No. 1-A).

On roll call the following resolution was then unanimously adopted:

'Resolved, That the lines here represented pledge themselves to strictly maintain the rates agreed upon in the last two days session of the lines interested in Mississippi Valley Traffic; this pledge to rule on and after the date the new tariff becomes effective. (January 16th, 1895.)'

This was subsequently amended by making the new tariff effective as follows: Reductions Jan. 21st, 1895; Advances Feb. 1st, 1895.

It was explained that outstanding contracts would interfere with a strict maintenance of this obligation before that date.

Consideration was then given to the use of official classification from one territory as against So. Ry. & S. S. Association Classification from another, to Mississippi Valley

points, and the following agreement was signed and filed with the Chairman of Central Tarffic Association:

'St. Louis, Mo., December 21st, 1894.

Memorandum of Agreement made and entered into between the Louisville & Nashville R. R., the Chesapeake & Ohio Southwestern R. R., the Mobile & Ohio R. R., the Missouri Pacific Ry., the Queen & Crescent Route, the Paducah, Tennessee & Alabama, and Tennessee Midland Railroads, the Illinois Central R. R. and the Yazoo and Mississippi Valley R. R.

It is this day mutually agreed that, taking effect January 15th, 1895, through rates from points north of the Ohio River and west of the western termini of the trunk lines to Mississippi Valley points shall be made subject to the Southern Railway and Steamship Association Classification, with such exceptions as may be agreed upon and in use from Cincinnati, Louisville, Evansville, Paducah, Cairo, St. Louis and Chicago; and that, if the through rates to the territories named are not made upon that basis, the lines from the Ohio and Mississippi River crossings, to Mississippi River points will charge full local rates from such crossings to destination.

The following points constitute what is termed "Mississippi Valley Points:" Hickman, Ky.; Memphis, Tenn.; Helena and Arkansas City, Ark.; Friar's Point, Greenville, Huntington, Rosedale, Vicksburg and Natchez, Miss.; Bayou Sara, Vidalia, Baton Rouge and New Orleans, La.; and Mobile, Ala.

It is understood that the foregoing applies only on Southbound traffic.

(Signed) C. B. Compton, G. F. A., L. & N. R. R.
H. F. Smith, G. F. A., Q. & C. Route.
F. C. Dunbeck, G. F. A., C. & O. S. W.

Geo. McFadden, G. F. A., P. T. & A. Ry. and Tenn. Mid. Ry.
J. T Poe, G. F. A., M. & O. R. R.
W. C. Stith, G. F. A., Mo. Pac. Ry.
W. Keepers, G. F. A., Ill. Cent. R. R.
D. B. Morey, G. F. A., Ill. Cent. R. R.
W. D. Hurlbut, A. G. F. A., Y. & M. V. R. R.

Consideration was then given to the question of the differential basis for making rates from territories other than St. Louis Mo., and the sense of the conference was expressed as being opposed to the present differential basis as ineffectual and unsatisfactory, and unfair to the various competing interests, and that another Conference be called in January, 1895, to expressly consider this question, meantime interested lines are requested to give the question the consideration it merits to the end that an intelligent and satisfactory settlement be made of it when it is presented.

W. H. McLean,
Secretary.

S. Frink,
Chairman.

Note: The lines represented in this conference were convened at the rooms of the Southern Freight Committee, St. Louis, Mo., on January 22nd, 1895, at 10:30 A. M., to consider the question of differentials, but failed to reach any satisfactory conclusion."

Above exhibit, consisting of three printed pages, is marked "Complaint's Exhibit No. 4 of the Southern Freight Committee."

Complaint offers in evidence copy of circular Letter B-28, Auth. 33, of the Southern Freight Committee, dated St. Louis, January 15th, 1895, signed by S. Frink, Chairman, contained in the same book as the preceding records.

Which letter is in words and figures as follows, to-wit:

"THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, January 15th, 1895.

Circular Letter B-28, Auth. 33.

Dear Sir:

Referring to the agreement which was signed in St. Louis, December 21st, 1894, relative to the use of the same classification from points in Central Traffic Association territory to Mississippi Valley points, which is in use from Chicago, St. Louis and Ohio River points, it has been suggested by some of the parties to that agreement that the notice given to the Central Traffic Association lines was unduly short, although their Commissioner was notified by a letter written on the 22nd of December, 1894, and that while they wish to repeat and re-affirm the terms of that agreement, except its date of effectiveness, they consider it a courtesy due to the C. T. A. lines that they should have until February 15th, 1895, to arrange their rate schedules in conformity with the provisions of that agreement.

Considering this reasonable, I beg to advise you that the effectiveness of that agreement is hereby postponed until February 15th, 1895, and that on and after that date it will be positively in effect.

Respectfully,
S. Frink,
Chairman."

Above exhibit is marked "Complainant's Exhibit No. 5 of the Southern Freight Committee.

Complainant offers in evidence record of meeting of the Southern Freight Association, held in St. Louis, August 15th, 1900, contained in printed record of "Proceedings of

Meetings of the Southern Freight Association, from May 1st, 1900, to January 1st, 1902."

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., August 15th, 1900.

Proceedings of the monthly meeting of the Southern Freight Association, held at its office in St. Louis this day.

The lines were represented as follows:

Louisville and Nashville R. R., J. Fitzgerald, Sup't. of Terminals.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis, Iron Mountain & So. Ry., S. V. Derrah, A. G. F. A.

Illinois Central R. R., G. W. Becker, A. G. F. A.

In the absence of the Chairman, Mr. W. H. McLean presided.

The following subjects were considered:

Subject 12. Rates on Hay (letter of Smith, Vincent & Co). It was suggested that this subject be continued on the docket until the next meeting.

Subject 13. Report of Chairman in regard to through grain from the west. The Chairman reported the situation from the west and that from the south, and the subject was dropped.

Subject 14. Empty beer kegs, northbound, from New Orleans, originating on So. Pac. Co. lines. It was suggested that Chairman open correspondence with northbound lines, looking to an adjustment of these rates.

Subject 15. Expense bills (time limit on same). At a suggestion of one of the lines, the proposition was advocated of extending the limit of expense bills necesary for reconsignment to ninety days. The Chairman explained that such action was unnecesary at the present time, and the question was passed.

Subject 16. Minima to Paint Rock in construction of through rates to Carolina.

This subject was to be disposed of by correspondence.

The meeting then adjourned.

W. H. McLean, Acting Chairman."

Above exhibit, consisting of one printed page is marked "Complainant's Exhibit No. 6 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held in St. Louis, December 27th, 1900, contained in the same book as the last preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., December 27th, 1900.

Proceedings of a meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

Louisville & Nashville R. R., J. Fitzgerald, Sup't. of Terminals.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Illinois Central R. R., G. W. Becker, A. G. F. A.

St. Louis, Iron Mountain & Southern Ry., S. V. Derrah, A. G. F. A.

The following subjects were considered:

Subject 33. (Subject 28—Continued.) Inspection of "shipper's order" freight without surrender of bill of lading.

This subject was passed at the request of a member who desired reply from legal department before acting.

Subject 34. (Subject 32—Countinued.) Differentials on canned goods, St. Louis over Ohio River for the Southeast.

In view of the present confusion of rates, it was

Resolved, That proportional rates on canned goods from St. Louis, etc., to the Ohio River for the Southeast, be established as follows, adopting the list of the Southeastern Missisippi Valley Association:

Carloads, twelve (12) cents per 100 lbs.; less than carloads, fourteen (14) cents per 100 lbs. Proportional rates, St. Louis to Memphis, to be made on the usual basis.

Subject 35. Method of determining weights of shipments of Grain.

In view of the unreliability of the weights given on shipments of grain, it was

Resolved, That the lines, members of the Southern Freight Asociation, agree to instruct their respective local agents to weigh, on track scales, all grain shipped from St. Louis and East St. Louis, locally or reconsigned from those points, when destined to territory south of the Ohio and on or east of the Mississippi Rivers; and to assess charges according to track scale weights.

In the event that there is objection to the railroad weights, the car shall be reweighed if practicable.

Resolved, Further, That on Grain from elevators, no change will be made from elevator weights when the variation does not exceed five hundred pounds.

On grain consigned through from connecting lines, destined to the above mentioned territory, if waybills for such shipments bear endorsements to the effect that the same has been weighed by them, their weights may be accepted at the option of the receiving line.

Subject 36. Commodity rates to Carolina territory.

This subject was passed.

Subject 37. Absorption of switching charge on through freight paying only one cent from East St. Louis to Ohio River.

This subject was ordered to be struck from the docket.

Subject 38. Publication of rates from St. Louis by the S. E. M. V. Association without the concurrence of the S. F. Association.

The Chairman was directed to continue correspondence with the Chairman of the S. E. M. V. Association to the end that rates from St. Louis must have the concurrence of the S. F. Association or the independent action of one of its members before they are published. In case of independent action the member taking it will be expected to follow the rules of the S. F. Association Articles of Association.

Subject 39. Proportional rate on Brick, C. L., from St. Louis to the Ohio River for the Southeast.

In order to preserve a proper relation between rates from St. Louis and those from other producing points, it was

Resolved, That a proportional rate of five (5) cents per 100 lbs. be established from St. Louis to the Ohio River, on Brick, common, pressed, enamelled and paving, in straight or mixed carloads, minimum weight 30,000 lbs. when destined to points in Southeastern territory.

Subject 40. Commodity rate on Empty Barrels, C. L., from St. Louis, etc., to the Ohio River for the Southeast.

It was claimed that under the present classification the proportional rate to Ohio River is higher than the local rates from East St. Louis to the Ohio River crossings.

The Chairman was directed to ascertain the lowest local rate, and authorized to publish that rate as a proportional rate on that commodity.

Subject 41. Proposition to discontinue the reconsignment of L. C. L. shipments of Grain Products.

As it is understood that such shipments are reconsigned from points on and south of the Ohio River, it was deemed inexpedient to make any change in the present rules.

Subject 42. Proportional Rate on Iron Pyrites, from St. Louis to the Ohio River for the Southeast.

It was moved that a proportional rate of seventy-five cents per gross ton be authorized on Iron Pyrites, C. L., from St. Louis, etc., to the Ohio River, on Southeastern traffic.

It was also moved that action on the foregoing motion be postponed until it can be learned what rates will be charged on the same by lines south of the Ohio River.

Both motions were voted upon, and both were declared lost.

Subject 43. Absorption of transfer on L. C. L. shipments from Granite City, Ill.

The following was adopted:

Resolved, That the established rates from St. Louis and East St. Louis, to points south of the Ohio, and on and east of the Mississippi River, do not apply on L. C. L. shipments from Granite City, Ill.

The intention of this resolution being that the shippers must make the delivery of such freight at the depots of the receiving lines at their own expense.

Subject 44. Limitation of commodity rates on Packing-house Products, to Ohio River for the Southeast, to straight or mixed carloads.

The Chairman was directed to correct the list on page 3, of S. F. A. Southeastern Tariff, by inserting the words "in straight or mixed carloads," making the list commence "Packing-house Products, in straight or mixed carloads, will consist of ————————."

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 7 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., February 28th, 1901, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., Feb. 28th, 1901.

Proceedings of a postponed meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & Southern Ry., E. B. Lane, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Sup't. Terminals.

Subject 46. (Sub. 33 Cont'd.) Inspection of "Shipper's order" freight without surrender of bill of lading.

It was decided that each line should act for itself on this matter, and the subject was struck from the docket.

Subject 47. (Sub. 36 Cont'd.) Commodity rates to Carolina territory. Are there any which should be omitted?

Inasmuch as the S. E. M. V. Association has decided not to omit any of the present commodity rates south of the Ohio River, it was decided to continue them all from St. Louis.

Subject 48. (Sub. 40 contd.) Commodity Rate from St. Louis, etc., to Ohio River on empty barrels, C. L., when destined to points in the Southeast.

In view of the fact that the present tariff rates are higher than combination of locals via Cairo and Evansville, it was

Resolved, That proportional rates be established on Empty Barrels, C. L., minimum weight 20,000 lbs., as follows: From St. Louis and common points to Evansville,

Ind., and Cairo, Ill., eight (8) cents per 100 lbs., and to Memphis, Tenn., twelve (12) cents per 100 lbs. The above rates to apply on traffic to Southeastern points.

Subject 49. Rates on Lubricating Oil, L. C. L., to New Orleans and Mobile.

The line proposing this subject asked that it be postponed to the next meeting, which was done.

Subject 50. Rates from St. Louis to Southern Pacific stations, New Orleans to Willswood, inclusive, Thibodaux Branch and Napoleonville Extension.

Inasmuch as New Orleans rates are in effect from Kansas City territory to those points, it was agreed to do the same from St. Louis, with the following restrictions:

1. Those rates will not apply via the Louisville & Nashville Railroad.

2. Those rates will apply via the Mobile & Ohio Railrod from St. Louis, Mo., East St. Louis, Ill., and stations on its own line between East St. Louis and Cairo, Ill., only.

3. Those rates will apply via the Illinois Central Railroad from St. Louis, Mo., East St. Louis, Ill., Odin and Sandoval, Ill., and stations on its own line between East St. Louis, Odin and Sandoval and Cairo only.

Subject 51. Commodity rate from St. Louis to Ohio River on Oat Meal destined to the Southeast.

It was decided to be inexpedient to make such rate at present.

Subject 52. Collection of back charges and prepay freight charges on grain at East St. Louis.

It was decided that this is a subject to be handled by accounting and treasury officials, and it was struck from the docket.

Subject 53. Irregularity in the matter of payment of drayage on vegetables.

The representative of the line presenting this subject

stated that further investigation had convinced him that the situation is satisfactory, and the subject was cancelled.

Subject 54. Rate on Clariphos, C. L., to New Orleans, La.

Inasmuch as a rate of twenty (20) cents per 100 lbs. has been made on Vinegar, C. L., from St. Louis to New Orleans, it was

Resolved, That the rate on Clariphos, C. L., minimum weight 24,000 lbs., be made twenty (20) cents from St. Louis, etc., to New Orleans, La.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two pages of printed matter, is marked "Complainant's Exhibit No. 8 of the Southern Freight Association.

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., May 9th, 1901, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD. THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., May 9th, 1901.

Proceedings of a meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & Southern Ry., E. B. Lane, A. G. F. A.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Sup't. of Terminals.

The following subjects were considered:

Subject 55 (Sub. 49 Cont'd.) Rates on Lubricating Oil, L. C. L., to New Orleans and common points.

It was urged that the classification rates now in effect are prohibitive so far as the rail lines are concerned, and that the contrast between those rates and the commodity rates on linseed oil, etc., is too great. It was therefore, resolved that the rates be made from St. Louis, etc., as follows:

"Oil," other than Linseed, Cotton-seed, Corn, Creosote, Coal Oil and its products, in barrels, any quantity, to Memphis, Tenn., 25 cents per 100 lbs.; to New Orleans and Group, 35 cents per 100 lbs.

Subject 56. Rates on Grain from the West and points in Illinois to Mississippi Valley common and basing points, and to interior junctions on and west of the Mobile & Ohio R. R.

This subject was referred to the Mobile & Ohio and Illinois Central roads to prepare and present a proposition in detail which is to be submitted to members by the Chairman in writing.

Subject 57. Membership of the Southern Ry.

The Chairman read the correspondence bearing on this subject, and was directed to continue it with representatives of that road.

(Since adjournment a letter has been received from T. C. Powell, A. F. T. M. of the So. Ry., stating that it would become a member of this Association July 1st, 1901.)

Subject 58. Amount to be absorbed for wagon transfer of Grain Products in carloads when destined to Mississippi Valley common and basing points or to interior Mississippi junction points.

This subject was presented by the local representative of the Southern Ry.

The Chairman was directed to reply that when the ship-

per delivered such shipments to the St. Louis Transfer Co. at its depot, the Transfer Co. was entitled to its full tariff rate in all cases where no abatement from full tariff rates is made by a milling in transit arrangement; and that where the freight is shipped under a milling in transit rate, the amount to be paid for transfer and absorbed out of the rate must not exceed 2 cents per 100 lbs.

Subject 59. Record of a conference of represetatives of Southern lines, held in New Orleans, March 14th, 1901, at which certain rates to Jackson and Meridian, Miss., were adjusted.

This record was ordered to be spread upon the proceedings for record, and for the information of members, and is as follows:

'At a conference of the undersigned, with committees representing the jobbing interests at Jackson and Meridian, Miss, held at St. Charles Hotel, New Orleans, March 14th, 1901, it was decided to issue the following rates to Jackson and Meridian, Miss., effective April 1st, 1901:

From	Nails C. L.	Spl. Iron C. L.	Bagging and Ties C. L.	Grain and Corn Meal C. L.	Flour in Sacks C. L.	Flour in Bbls., per Bbl. C. L.
St. Louis	20	23	22	16	18	36
Cincinnati	23	26	25	18	20	40
Louisville	20	23	22	16	18	36
Evansville	18	21	20	14	15½	31
Cairo	15	18	18	12	14	28
Nashville	15	18	18	12	14	28
Chicago	26	29	28	22	24	48
Milwaukee	28	31	30	24	26	52
Peoria	25	28	26	19	21	42
Springfield	23	26	25	18	20	40
Memphis	13	16	15	10	12	24
Kansas City when from beyond				18	20	40

(Signed) Ala. & Vicksburg R. R., by T. F. Steele.
N. O. & N. E. R. R., by T. F. Steele.

Ill. Cen. & Y. & M. V. R. R.'s, by F. B. Bowes.
M. & O. R. R., by J. T. Poe.
So. Ry., by T. C. Powell.
Ala. G. S. R. R., by L. Sevier.'

Subject 60. Receiving L. C. L. Freight.

The local freight agents ask approval of the folowing regulation which was adopted by them in January, 1899:

'On and after January 2nd, 1899, the railroad companies named below will receipt for freight in less than carload lots only when plainly marked or tagged with full destination and with either the name of consignee or other distinguishing mark.'

Upon motion the regulation was unanimously approved.

Subject 61. Weighing and transfer of grain through elevators.

After some discussion this subject was passed to be considered by a special conference to be called for that purpose.

Subject 62. Filing tariffs with the Interstate Commerce Commission.

The Chairman read a letter received from the Auditor of the I. C. C. asking that each road file authority for the filing of tariffs by the Chairman.

The Chairman was directed to furnish each road with a copy of that letter for their individual action.

Subject 63. Substitution or partial unloading of Packing-house products in transit.

It was resolved that the rules of the Southern and Western Lines be approved and sustained; viz:

'Resolved, that it is the sense of this meeting that the partial unloading or substitution of fresh meat or packing-house products in transit, at re-icing points or elsewhere is contrary to the rules of the Association, and should be immediately discontinued.

'Resolved, further, that all agents be instructed to see that the practice is discontinued.

'Resolved, further, that a copy of this resolution be furnished to connecting lines, with notice that we will not in future be parties to any contracts in conflict therewith.'

Subject 64. Proposed cancellation of Southern Freight Association Tariff No. 27.

This tariff was issued in November, 1896, showing rates on certain commodities from Belleville, Ill., and has long been obsolete, the rates having been provided for in other tariffs.

The Chairman was directed to cancel the issue.

Subject 65. Rates on Drain Tile to Mississippi Valley points.

This subject was introduced at request of manufacturers who showed that the commodities shipped from St. Louis under those names were strictly analagous, except Drain Tile is cheaper and less liable to breakage than Sewer Pipe. The difference between the two being that Sewer Pipe has a flange at one end for the insertion of the next piece, and Drain Tile is made in straight lengths and without any flanged end.

It was resolved, that Sewer Pipe and Drain Tile should be covered by the same rates to Mississippi Valley points as are now provided for shipments of Sewer Pipe.

Subject 66. Rate on Asphalt to Ohio River for the Southeast.

Inasmuch as the S. E. M. V. lines have provided that Asphalt shall be carried in its territory at the same rates as Cement, it was ordered that Cement rates should govern from St. Louis, etc., to Ohio River, namely C. L. 4 cents per 100 lbs., and to Memphis 8 cents per 100 lbs., on traffic for Southeast.

Subject 67. Rates on Automobiles and Locomobiles to Mississippi Valley points.

It was ordered that the same rules should apply from St. Louis, etc., as has been made to apply from Chicago, namely,

Carloads, minimum weight 16,000 lbs., third class.

Less than carloads, not crated or boxed, set up, wheels on or off, each vehicle minimum weight 6,000 lbs., first class.

Less than carloads, set up, crated or boxed, wheels on or off, each vehicle minimum weight 5,000 lbs., first class.

Subject 68. Proposed restriction of present commodity rates in common furniture to Mississippi Valley by excepting certain articles as proposed in S. E. M. V., File 2921, Subject 3721 of 25th meeting.

The Chairman was instructed to submit this proposition in writing.

Subject 69. Wagon transfer of freight reconsigned or milled in transit.

The following was adopted:

'Resolved, that R. C. Circulars No.'s 14-M. V. and 20, providing rules and regulations for reconsignment of grain and hay and milling in transit of grain be amended so as to provide that the lines, members of this Association, will pay, when the service is performed by the St. Louis Transfer Co. from depots, for transfer between St. Louis and East St. Louis, not to exceed two cents per 100 lbs. on grain products, and five dollars per car, minimum weight 2,000 lbs., on hay.

Subject 70. Rates on Cement, C. L., from St. Louis, etc., to Jackson and Meridian, Miss.

In consequence of combination of local rates via Memphis, it was

'Resolved, that a rate of eighteen cents per 100 lbs. be established on Cement, C. L., from St. Louis, etc., to Jackson and Meridian, Miss.'

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of four printed pages, is marked "Complainant's Exhibit No. 9 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, June 21st, 1901, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., June 21st, 1901.

Proceedings of a meeting of the Southern Freight Association, held in its office, in St. Louis, on Thursday, June 20th, 1901.

The lines were represented as follows:

Louisville & Nashville R. R., J. Fitzgerald, Sup't of Terminals.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Illinois Central R. R., G. W. Becker, A. G. F. A.

St. Louis Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

The following subjects were considered:

Subject 71. (Subject 69 continued.)

Proposed restriction of the application of commodity rates on furniture to Mississippi Valley points.

The Chairman reported that correspondence had secured concurrence in the proposed change, and that it had been made effective.

Subject 72. (Subject 61 continued.)

Weighing and Transfer of Grain through Elevators.

The Chairman reported that the general conference on this subject, which was provided for at the May meeting, was held at the Southern Hotel, St. Louis, June 4th, 1901, but failed to take any action on the subject.

After some discussion the following resolution was offered, discussed and failed of adoption:

'Resolved, that on Grain, in carloads, shipped from St. Louis or East St. Louis and consigned through to points of destination east of the line of the Mobile & Ohio R. R., Corinth to Mobile (not including Aberdeen and Columbus, Miss.); on and south of the Memphis Division of the Southern Ry., Corinth to Chattanooga (not including Corinth); east of the line of the Cincinnati, New Orleans & Texas Pacific Ry., Chattanooga to Isham; and south of the southern boundary lines of the states of Kentucky and Virginia, transferred through elevators in St. Louis or East St. Louis, the transportation companies must pay not to exceed three-quarters (¾) of one cent per hundred pounds for transfer or elevation, provided that no change of consignee or destination is made enroute (either at the Ohio River or south thereof); and provided, further, that on Grain from west of the Mississippi River, whether handled through elevators in St. Louis or not, the cost of transfer across the Mississippi River shall include not only the delivery of the Grain to the East St. Louis elevators, but also such switching expense as may be incurred in making delivery to the Southern roads.

"The amount allowed for transfer or elevation to be paid only on certificates of the elevators showing that the service was actually performed. Effective July 1st, 1901.'

Immediately after the vote was taken the following notice was served upon the Chairman.

'St. Louis, Mo., June 20th, 1901.

Mr. S. Frink, Chairman, Southern Freight Association:

Dear Sir: Allowance for transfer or elevation of Grain at St. Louis or East St. Louis.

Referring to the above mentioned subject. Please be advised that, effective July 1st, 1901, the Illinois Central R. R. Co., and the Mobile & Ohio R. R. Co. will make an allowance for transfer or elevation of Grain, as provided for in the resolution which was offered at today's meeting, and which failed of adoption.

Yours truly,

(Signed) Geo. W. Becker, A. G. F. A., I. C. R. R.
Haiden Miller, G. F. A., M. & O. R. R.'

Consequently all other lines are at liberty to pursue the course defined by the Illinois Central and Mobile & Ohio Roads, as covered by the above resolution and notice.

Subject 73. (Subject 56 continued).

Rates on Grain from the West and Illinois to Mississippi Valley and to Mississippi interior junctions.

This subject was referred to the representatives of the Mobile & Ohio and Illinois Central roads by the May meeting, to be definitely formulated for presentation to the Association.

Those representatives reported progress but asked for further time.

The subject was, therefore, passed to the next meeting.

Subject 74. Proportional rates to River Crossings for the Southeast versus Local Rates to those Crossings.

It was shown that the local rates were, in many instances, lower than the provided proportionals, and that combined locals would reduce the published through rates. It was also shown that such combinations were being used to some extent without giving the usual notice to the Chairman.

It was also stated that negotiations are under way which would, if successfuly concluded, advance at least some of

these local rates and so give greater protection to the published through rates.

It was therefore deemed best to defer action, and the subject was passed to the next meeting.

Subject 75. Proportional rate to Ohio River on Sulphuric Acid in tank cars destined to the Southeast.

The Chairman reported that this commodity is included in Fertilizer Material to common points in S. E. M. V. territory, and that he had published the rates on that basis from St. Louis.

His action was approved by the Association.

Subject 76. Rates on Grain and Grain products to Gulf and Ship Island stations.

It was shown that this subject is not definitely understood and adjusted so as to produce harmony of rates, and pending further information, it was passed to the next meeting.

Subject 77. Minimum weight of packing house products to be carried in "private cars."

It was shown that small lots of meats are frequently offerred for transportation in "private cars," which involved payment of extra car mileage if taken, and it was

Resolved, that a minimum weight of 10,000 lbs. be established on such shipments in "private cars."

It was also agreed that each line would notify its agents of this action and direct that the above minimum be observed in all cases.

Subject 78. Absorption of transfer on shipments of Grain products.

It was claimed that the amount absorbed by the East side lines covered the entire cost of delivery from mills to East Side depots, and that the present arrangement did not effect the equalization of routes which was contemplated in the arrangement for drayage and transfer. It was also shown that the conditions at St. Louis would be

somewhat changed July 1st prox., and the subject was passed to next meeting with the understanding that investigation as to facts would be made meantime.

Subject 79. Date of regular meetings.

Owing to the fact that the second Thursday of each month makes the meeting of this Association coincide with that of the S. E. M. V. Association every other month, it was directed that hereafter this Asociation meet on the third Thursday of each month.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 10 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., July 24th, 1901, contained in the same book as the preceding record:

Which record is in words and figures as folows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., July 24th, 1901.

Proceedings of a meeting of the Southern Freight Association, held in its office in St. Louis this day:

The lines were represented as folows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Sup't of Terminals.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Southern Ry., R. A. Campbell, A. G. F. A.

St. Louis Transfer Co., C. F. Irwin.

The following subjects were considered:

Subject 80. (Sub. 73 Cont'd.) Rates on Grain from the West and Illinois to Mississippi Valley and Mississippi interior junctions.

This subject was ordered to be struck from the docket.

Subject 81. (Sub. 74, Cont'd.) Proportional rates to the Ohio River for the Southeast compared with local rates to Ohio and Mississippi River crossings.

It being shown that the local rates to Evansville, Cairo and Memphis were, in some cases, less than the proportional rates applying on Southeastern traffic and the published through rates consequently higher than combined locals, the following resolutions were adopted:

Resolved, that, effective August 1st, 1901, these lines will not quote less than published tariff rates on Sash, Doors and Blinds destined to Southeastern territory, and that prior to that date the rate on same in carloads from St. Louis shall be six and one-half (6½) cents higher than the rate from the Ohio River or ten and one-half cents higher than the rate from Memphis, Tenn.

This resolution was adopted with the understanding that, effective August 1st, prox., the rate from East St. Louis to Evansville would be advanced so as to fully protect the present published rates from St. Louis.

It was also resolved, that the Proportional rates from St. Louis to Ohio River for the Southeast on Canned Goods, C. L., and Candles, C. L., be made eleven (11) cents per 100 lbs., in order to meet the combination of local rates via Memphis, Tenn.

The remainder of the subject was continued on the docket with the understanding that the representatives of the L. & N. and Southern Ry's. would take the subject up, with a view to advance the local rates from East St. Louis to Evansville, Ind., sufficiently to protect the present through rates against that combination.

Subject 82. (Sub. 76, Cont'd.) Rates on Grain and Grain Product to Gulf and Ship Island stations.

This was referred to the representative of the Illinois Central road, who agreed to submit the position of that Company relative to those rates to the Chairman in writing.

Subject 83. (Sub. 78 Cont'd.) Absorption of transfer on Grain Products to the Southeast.

Discussion of the subject developed that the St. Louis Transfer Company is hauling the product of the Purina Mill from the mill to East St. Louis for two cents per 100 lbs., all of which is absorbed by the roads. In defense of this it was stated that the Terminal Railway Association has a track alongside that mill and charges only two cents per 100 lbs. to transfer from that track to the roads at East St. Louis and in consequence the St. Louis Transfer Company must perform the service at the same rate or not secure the business at all. It was also shown that the conditions would force the St. Louis, Iron Mountain & Southern Railway to pay drayage from the mill to its depot, or surrender the traffic to the east side lines.

The subject was referred to the representative of the I. M. & S. to present a proposition for the relief of that Company from the disabilities arising in such cases and it was continued on the docket.

Subject 84. Accepting shipper's weights on Woodenware, C. L.

It was shown that there had beeen cases where shipper's weights had been accepted and it was

Resolved, that actual scale weights be applied on all shipments of Woodenware.

Subject 85. Percentages between St. Louis and East St. Louis and Hickman, Tenn.

This subject was referred to the interested lines to be adjusted by them with the N. C. & St. L. road.

Subject 86. L. C. L. shipments from Hammar Paint Co., East St. Louis to the Southeast.

It appears that the above company is situated on the track of the B. & O. S. W. Ry. in East St. Louis and that that Company takes both C. L. and L. C. L. shipments from them free of charge for switching or drayage and that it is necessary to do the same in order to secure any portion of the business of that firm.

Several propositions were made but each failed of adoption.

The subject was continued, the Chairman, meanwhile, to canvass the subject with the representative of the B. & O. S. W. and report the result as soon as posible.

Subject 87. Rate on soap stock from Ohio River to St. Louis on shipments from the Southeast.

It was resolved, that the Southern lines be authorized to use a proportional rate of seven (7) cents per 100 lbs. on Soap Stock, C. L., minimum weight 24,000 lbs., from the Ohio River or Belmont, Mo., to St. Louis. Corresponding rate of eleven cents may be used from Memphis, Tenn.

Subject 88. Allotment of the expenses of the Association.

This subject was introduced on account of the accession of the Southern Ry. to membership.

The following was adopted, subject to confirmation by the St. Louis Transfer Company:

Louisville & Nashville	17½ per cent
Mobile & Ohio	17½ per cent
Illinois Central	17½ per cent
Southern	17½ per cent
Iron Mountain	17½ per cent
St. Louis Transfer Co.	12½ per cent

Subject 89. Minimum weight of Packing-house Products to be taken in refrigerator cars.

This subject was introduced on account of complaints resulting from the action taken under subject 77 of meeting of June 21st, 1901.

After discussing the subject, it was

Resolved, that the previous action be reaffirmed and that the rule requiring a minimum weight of 10,000 lbs. be applied on all shipments loaded in refrigerator cars, whether private cars or those belonging to the railroads, at the shipper's plant; and that the rule govern to all points of destination.

Subject 90. Rates on Cotton Piece Goods to Mississippi Valley common and basing points.

It was claimed that the advance in classification affected the rates from St. Louis and did not affect the rates from Southern milling points. The subject was referred to the representatives of the Iron Mountain to investigate and report on.

Subject 91. Rate to Ohio River on Sash, Doors and Blinds for the Southeast.

This subject was acted upon under Subject No. 81, this meeting.

Subject 92. Basis of rates from St. Louis to the Southeast.

This subject was introduced at the request of Mr. Powell of the Southern Ry., and as Mr. Campbell was not informed as to what was desired it was continued to next meeting.

Subject 93. Proposed conference of the W. T. L., S. E. M. V. and S. F. Association lines relative to rates on Grain and Grain Products from Missouri River points to New Orleans, La., and points taking New Orleans rates. Suggestion from Chairman Mahoney of the W. T. L. Association.

The Chairman was directed to advise Chairman Mahoney that the lines members of this Association would attend such a meeting.

CORRECTION AND ADDENDUM.

Please refer to the last line of page 22 of June 21st, 1901, and correct the fourth word from the end of the line to read "may" instead of "must," making it read "the transportation companies may pay," etc.

Also be advised that the Illinois Central road advised, under date of July 1st, 1901, that it is its intention to absorb three-fourths (¾) of a cent per 100 lbs. Elevator charges on Grain destined to Nashville, Tenn., if it sees fit to do so.

S. Frink, Chairman."

Above exhibit, consisting of four printed pages, is marked "Complainant's Exhibit No. 11 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., August 22nd, 1901, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., Aug. 22nd, 1901.

Proceedings of a meeting of the Southern Freight Association held at its office in St. Louis this date.

In the absence of S. Frink, Chairman, Mr. W. H. McLean presided.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., W. C. Stith, F. T. M.; E. B. Lane, A. G. F. A.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.; B. J. Rowe, C. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. Ter.; J. N. Chandler, G. A.

Southern Ry., R. A. Campbell, A. G. F. A.

St. Louis Transfer Co., A. de Figueredo, A. M.; C. F. Irwin, Agent.

The following subjects were considered:

Subject 94. (Subject 83 continued.) Consideration of Wagon Transfer Agreement and such changes as may be necessary.

Discussion developed that conditions had changed since the original agreement was signed, and the following amendment to the original agreement was offered:

'THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., August 22nd., 1901.

Proposed Amendment to Drayage Agreement.

7th. It is agreed that on business originating at industries, warehouses and store doors, at St. Louis, with or without track connections, and hauled to depots at East St. Louis; and on business originating at industries, warehouses, store doors, etc., at East St. Louis, with or without track connections, hauled to depots at St. Louis; the parties hereto will not pay in excess of two (2) cents per one hundred pounds for hauling such business; and, that only to the recognized Transfer Companies; any additional cost for transfer to be collected from shippers.

It is further agreed that the St. Louis Transfer Co. will make the same rate from stores, warehouses and industries in St. Louis, to depot of St. Louis, Iron Mountain & Southern Ry., and Louisville & Nashville Broadway station, as they make to their own depots. No drayage will be paid on business hauled from industries, warehouses, store doors, etc., at St. Louis, to depots in St. Louis; and no drayage will be allowed from industries, warehouses and store doors, etc., at East St. Louis, to depots at East St. Louis.

It is further agreed that the St. Louis Transfer Co. will use a rubber stamp, and stamp dray tickets showing whether freight is hauled from store, etc., or depot.

8th. It is agreeed that on busines destined to industries, warehouses, stores, etc., with or without track connections, at St. Louis, originating in territory covered by this agreement, the lines terminating at East St. Louis will not, in any case, pay in excess of two (2) cents per one hundred pounds to effect such delivery; and the lines terminating at St. Louis will not pay in exces of two (2) cents per one hundred pounds for effecting delivery of business originating in the same territory, and destined to industries, warehouses, stores, etc., with or without track connections, at East St. Louis, any additional cost for transfer to be collected from consignees. It is further agreed that the St. Louis Transfer Company will make the same rate to stores, warehouses and industries in St. Louis, from depots of the St. L. I. M. & S. Ry., and L. & N. R. R., at Broadway Station, as they make from their own depots. It being understood that no drayage shall be allowed by the lines terminating at St. Louis on business consigned to parties at St. Louis; and that no drayage shall be allowed by lines terminating at East St. Louis, to parties located at East St. Louis.

It was then agreed that the amendment should be submitted to all members and meeting be held on Wednesday, A. M., at 10 o'clock, August 28th, to take definite action on it.

Subject 95. (Subject 86 continued.) Payment of drayage on shipments from Hammer Paint Co., East St. Louis.

This subject was ordered stricken from the docket.

Subject 96. (Subject 91 continued.) Proportional rates to the Ohio River for Southeast compared with local rates.

It was explained that the local rate from East St. Louis

on sash doors and blinds to the Ohio River had beeen advanced to protect the proportional rate for Southeast.

The L. & N. and Southern Ry. were unable to report further on the subject and it was ordered that it be continued on the docket.

Subject 97. (Subject 90 continued.) Rates on Cotton Piece Goods to Mississippi Valley points.

This subject was ordered stricken from the docket.

Subject 98. (Subject 92 continued.) Basis of rates, St. Louis to Southeast.

It was explained that this subject was now under consideration with S. E. M. V. Asociation, and that it had been referred to Conference Committee of S. E. M. V. Association, to be by them taken up with this Association. The Chairman was instructed to correspond with Chairman Washburn and to continue the subject on the docket.

Subject 99. Competition established by M. K. & T. tariff to N. O. & N. E. stations.

The Chairman was instructed to take this matter up with M. K. & T. Ry. and find if it was a fact that the tariff had been cancelled, as one of the members stated that he had been advised by M. K. & T. Ry. to that effect.

That member subsequently explained that he found the cancellation to which he referred only carried Grain and Grain Products.

The I. M. & S. Ry. agreed to interest itself in the matter and take the question up with the M. K. & T. Ry.

It was ordered continued on the docket.

Subject 100. Differentials on Scrap Iron, C. L., St. Louis to Ohio River for Southeast.

It appears that rate of 75 cents per ton, 2,000 lbs., applies St. Louis to Ohio River crossings for Southeast, when destined to furnaces located in the Birmingham Group and points contiguous thereto.

Motion was offered to put the same rate in effect, St.

Louis to Ohio River crossings, on Scrap Iron, C. L., when destined to all Southern furnaces.

The motion failed of adoption and the representative of So Ry. advised that he would give notice of independent action.

Subject 101. Rates on exhibits for St. Louis fair.

It appears that Southern Classification fully covers this question, and it was ordered stricken from docket.

Subject 102. Glucose barrels returned, St. Louis to New Orleans.

Motion to put in effect a 19-cent rate on empty Glucose, Syrup and Molasses Barrels, C. L., minimum weight 20,000 lbs., and an amendment to same to make rate 25 cents, minimum weight 20,000 lbs., was offered, and failed of adoption.

Subject 103. No observance of Reconsigning Rules covering the Issuance of Bills of Lading on Grain, for the Southeast, on basis of one cent per 100 lbs., East St. Louis to the Ohio River.

The consensus of opinion on this subject was that change of ownership or destination, South of Ohio River, at St. Louis, did not affect Grain consigned through from western points, to southeastern destination; and it was ordered stricken from the docket.

Subject 104. Minimum Weights on Grain and Grain Products, to Mississippi Valley.

Transcript from Proceedings of Joint Conference between Western S. E. M. V. and So. Frt. Assn. Lines, August 12th, 1901, was read as follows:

The minimum weight upon Grain Products, from all territory to Mississippi Valley common points, Jackson and Meridian, Miss., Lake Charles, West Lake, Minden, Shreveport, Alexandria, Monroe, La., and Texarkana, Ark., be made 30,000 lbs. per car, except where the marked capacity of car is less, in which case the marked capacity

will be the minimum. That on Grain, the undersigned lines may continue in operation the present rule, but the minimum weight to be not less than 30,000 lbs., except where marked capacity of car is less, in which case the marked capacity will be the minimum.

On motion this rule was adopted from St. Louis.

Subject 105. Rates on Beef, Pork, Pigs' Feet and Tongues, pickled, in barrels, C. L. and L. C. L., to Mississippi Valley points.

Transcript of proceedings of Joint Conference described under Subject 104 was read as follows:

The present rates on Beef, Pork, Pigs' Feet and Tongues, pickled, in barrels, to Memphis, Tenn., New Orleans, La., and Group points, to be applied on C. L. only and that the L. C. L. rates to be made 5 cents per 100 lbs. higher, the rate to be expressed per barrel, using a minimum weight of 330 lbs. per barrel in figuring the rate.

The above to apply from the Missouri River, Ohio River, St. Louis and points basing thereon.

On motion this rule was adopted from St. Louis.

Subject 106. Acceptance of shipper's weights on Woodenware.

All lines except the I. M. & S. Ry. stated positively that they weighed all this character of freight on their own scales. The I. M. & S. advised that they accepted shipper's weights from Cupples Wooden Ware Co. in accordance with contract with Western Weighing and Inspection Bureau. They however agreed on this freight when destined to southeast or Mississippi Valley to instruct their Agent to weigh it on their own scales.

Subject 107. Percentage divisions betweeen Ohio River points and points in Illinois, applying via East St. Louis.

It was agreeed that the M. & O., Ill. Cent. and Southern Ry. would take up and dispose of this subject.

Subject 108. (Subject 82 continued.) Rates on Grain and Grain Products to G. & S. I. points.

Continued on docket pending further advice from Illinois Central R. R.

Subject 109. Docket advices.

The following resolution was adopted:

Resolved, that in future the Chairman issue prior to regular meetings, Docket advices of Subjects to be considered, giving in same all information he may have with respect to the matter to be considered.

Subject 110. Regulations adopted by the Southern Freight Association.

The following resolution was adopted:

Resolved: That in future the chairman issue in Rate Advice or Circular Series all Resolutions adopted by this Association, whether the same relate to Rates or Rules.

Subject 111. Rates from St. Louis to Carolina Territory on Grain.

It developed that the Louisvile grain dealer has an advantage of one cent per 100 lbs. over the St. Louis grain dealer, by manipulation of the Louisville Bridge Toll. The Chairman was directed to open corespondence with M. P. Washburn, and report result at next regular meeting.

W. H. McLean,
Acting Chairman."

Above exhibit, consisting of five printed pages, is marked "Complainant's Exhibit No. 12 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Asociation, held at St. Louis, Mo., September 13th, 1901, contained in the same book as the preceding record.

Which record is in words and figures as folows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., September 13th, 1901.

Proceedings of a special meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as folows:

St. Louis, Iron Mountain & Southern, J. C. Lincoln, G. F. A., and E. B. Lane, A. G. F. A.

Mobile & Ohio, J. M. Denyven, A. G. F. A.

Louisville & Nashville, John Fitzgerald, Supt. of Terminals.

Illinois Central, B. J. Rowe, C. A.

This meeting was called to consider what action, if any, should be taken in consequence of the reduction of rates on Grain and Grain Products from Missouri River points to New Orleans, La., and group.

After some discussion, the following was offered:

Resolved, that to meet rates established from Kansas City, the following rates be authorized from St. Louis, East St. Louis, etc., to Mobile, New Orleans and group:

Wheat and flour and articles taking same rates fourteen and one-half (14½) cents; and Corn and Oats and articles taking same rates eleven (11) cents per 100 lbs., car loads 30,000 lbs. minimum.

Trans-Missouri description.

The above resolution did not receive unanimous concurrence and the meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 13 of the Southern Freight Association."

Complainant offers in evidenee record of meeting of the Southern Freight Association, held at St. Louis, Mo., Nov-

ember 21st, 1901, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., November 21st, 1901.

Proceedings of a meeting of the Southern Freight Association held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Louisville & Nashville, D. M. Goodwyn, G. F. A.; John Fitzgerald, Supt. Term.

St. Louis Transfer Co., A. de Figuerado, Asst. Mgr.; C. F. Irwin, Agent.

Illinois Central, Geo. W. Becker, A. G. F. A.

Mobile & Ohio, J. M. Denyven, A. G. F. A.

Southern Ry., J. M. Denyven, A. G. F. A. of M. & O. R. R.

The consideration of Subject 126 was resumed, resulting in the adoption of the following agreement which it is agreed shall be observed by all parties until the next regular meeting of the Association and that it shall then be presented for final action.

(6.) It is understood and agreed that, on busines transferred by the St. Louis Transfer Company, having terminal facilities in St. Louis, between the depots of that Transfer Company or the depots of west side lines and the depots at East St. Louis, the rate to be allowed to that Transfer Company shall not exceed four (4) cents per 100 pounds, with minimum charge of ten (10) cents for any single shipment.

It being further understood and agreed that the St. Louis Transfer Company may haul carload freight to and from

industries, warehouses and store doors having track connections, receiving for such service not in excess of two (2) cents per 100 pounds.

It being further understood and agreed that the St. Louis Transfer Company will correctly report, in making settlements with the Railroad Companies, by use of stamps or otherwise, the business which, under this agreement, is entitled to full transfer rates or rates that are provided in sections 7 and 8 of this agreement.

(7.) It is understood and agreed that on freight in less than carloads, originating at industries, warehouses or store doors in St. Louis, with or without track connections; and in carloads from industries, warehouses or store doors in St. Louis, not having track connections, hauled to depots in East St. Louis; and on freight as above described originating in East St. Louis hauled to depots in St. Louis, the Railroads parties hereto, will not pay in excess of two (2) cents per one hundred pounds for that service, and that only to the St. Louis Transfer Company. It is also agreed that an additional charge for drayage, not less than the St. Louis Transfer Company would charge for hauling the same freight to the St. L. I. M. & So. or L. & N. depots in St. Louis, shall be collected from shippers.

It is further understood and agreed that the St. Louis Transfer Company shall make the same rates from industries, warehouses and stores in St. Louis to the depots of the St. L. I. M. & S. and L. & N. roads in St. Louis as they make to their own depots. No drayage will be paid on freight hauled from industries, warehouses or stores in St. Louis to depots in St. Louis, and no drayage will be paid on freight hauled from industries, warehouses or stores in East St. Louis to depots in East St. Louis.

It is further understood and agreed that the Railroads shall not, in any case, pay more than two (2) cents per 100 lbs. on Grain Products which are shipped under the "mill-

ing in transit" arrangement, or five dollars ($5.00) per car on Hay which is shipped under the "reconsignment" arrangement, when hauled between depots in St. Louis, Mo., and East St. Louis, Ill.

It is further understood and agreed that the St. Louis Transfer Company shall use a stamp on their dray tickets for all freight provided for in the first clause of this article, showing that such freight was hauled from "store door" and not from depot.

(8.) It is understood and agreed that, on freight in less than car loads destined to industries, warehouses, including the storage warehouse of St. Louis Transfer Company, or stores, with or without track connections in St. Louis, and in car loads destined to industries, warehouses or stores in St. Louis not having track connections, originating in the territory covered by this agreement, the lines terminating at East St. Louis will not in any case pay in excess of two (2) cents per 100 lbs. to affect such delivery; it being further understood and agreed that a supplementary payment of two (2) cents per 100 lbs. may be made upon the certificate of the St. Louis Transfer Company that the freight was not stored in its warehouse but was delivered direct to consignees from their depots in St. Louis, and also that a supplementary payment of two (2) cents per 100 pounds may be paid to the St. Louis Transfer Company on car load freight on its certiifcate that the freight has been stored in its storage warehouse in St. Louis,, upon condition that it wil collect and retain the same amount of drayage for delivery of such freight from its warehouse as it would collect for delivery of the same freight from the depots of the St. L. I. M. & S. or L. & N. roads in St. Louis.

It is further understood and agreed that in all cases of delivery of freight to consignees industries under the provision of this article the Transfer Company shall collect,

and retain, from consignees, as much as they would collect for delivering the same freight from the depots of the St. L. I. M. & S. or L. & N. roads in St. Louis.

It is further understood and agreed that the lines terminating at East St. Louis may pay, on north bound perishable freight consigned to St. Louis proper, not to exceed two (2) cents per 100 pounds, to effect St. Louis proper delivery to any person or corporation undertaking the transfer of the same; and it is further understood and agreed that, when occasion requires, the lines terminating at East St. Louis may allow two (2) cents per 100 lbs. on perishable freight, consigned and destined to St. Louis receivers, when delivered to the East St. Louis Ice & Cold Storage Company.

It is further understood and agreed that the St. Louis Transfer Company will make the same rates to industries, warehouses or stores in St. Louis from the depots of the St. L. I. M. & S. and L. & N. roads in St. Louis as they make from their own depots.

It is further understood and agreed that no drayage shall be paid by the lines terminating in St. Louis on freight consigned to parties located in St. Louis, and that no drayage shall be paid by lines terminating in East St. Louis on freight consigned to parties located in East St. Louis.

It is further understood and agreed that the St. Louis Transfer Company, in making settlements with the railroad companies, will show definitely such freight as shall be handled direct to industries, warehouses or stores, and also such freight as is handled to their own storage warehouse and is not delivered to consignees from their depots.

It is further understood and agreed that the St. Louis Transfer Company shall retain all payments or allowances made for transfer and drayage and shall use no part of them to influence the routing of traffic or to disturb rates in any manner whatever.

Subject 127. (Subject 113 continued). Proportional rates to the Ohio River for the Southeast compared with local rates.

This subject was continued to next meeting.

Subject 128. (Subject 114 continued). Basis for rates from St. Louis to the southeast.

The Chairman reported continued effort to arrange a conference with Southern lines for the joint consideration of this subject and that no definite date had been secured.

The subject was continued on the docket.

Subject 129. (Subject 115 continued). Rates on Grain and Grain Products to Gulf and Ship Island R. R. stations.

This subject was continued with the understanding that the representatives of the I. C., M. & O., L. & N. and St. L. I. M. & S. roads would confer with their connections and advise the Chairman as to basis for rates.

Subject 130. (Subject 116 continued). Rates on Grain to Ohio and Mississippi River crossings for Carolina Territory.

This subject was ordered continued.

Subject 131. (Subject 118 continued). Rates to N. O. & N. E. and A. & V. stations.

After some discussion, the following resolution was adopted:

Resolved: That the Chairman be authorized to publish rates to N. O. & N. E. and A. & V. stations as shown in proceedings of Executive Officers' meeting held at Louisville, November 7th and 8th, 1901, observing combination of locals as maximum.

Proofs of tariffs so constructed to be furnished each line.

When replies are received the Chairman shall announce date of effectiveness.

Subject 132. Communication relative to car service.

The Chairman was directed to reply that the subject is not within the province of this Association.

Subject 133. Minimum charge from St. Louis and East St. Louis to N. C. & St. L. Ry. stations.

It was resolved, that the minimum charge be made fifty (50) cents.

The affirmative vote of the L. & N. road was given subject to confirmation.

Subject 134. Rate on Wall Plaster to Ohio River for Southeast.

It was resolved, that the proportional rate on Wall Plaster, C. L., minimum weight 60,000 pounds, but not in excess of marked capacity of cars, be made four (4) cents per 100 pounds from St. Louis and East St. Louis to the Ohio River for the Southeast.

This will make a corresponding rate of eight (8) cents per 100 pounds to Memphis on like shipments.

Subject 135. Rates on Brick to Ohio River for the Southeast.

This subject was continued on the docket.

Subject 136. Charge for sacking Grain on tracks.

The Western Trunk Lines having agreed to charge two ($2.00) dollars per car for this service solicited like action by our lines.

The Chairman was instructed to submit this proposition in writing.

Subject 137. Inspection of freight destined to Memphis, Tenn., and Mississippi River points.

It was represented that the Southern Inspection Bureau now inspects all shipments moving from St. Louis and East St. Louis to the territory covered by this Association, except that referred to above, and it was desired to include that also.

This subject was continued pending advice as to the position of the St. L. I. M. and S. Ry. regarding it.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of four printed pages, is marked "Complainant's Exhibit No. 13 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., December 20th, 1901, contained in the same book as the preceding record.

Which record is in words and figures as folows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., December 20th, 1901.

Proceedings of a meeting of the Southern Freight Association held in its office in St. Louis this day.

The lines were represented as follows:

St. L. I. M. & S. Ry., E. B. Lane, A. G. F. A.

St. Louis Transfer Co., A. De Figuerado, A. M., and C. F. Irwin, Agent.

Southern Ry., C. D. Moris, C. C.

M. & O. R. R., J. M. Denyven, A. G. F. A.

L. & N. R. R., John Fitzgerald, Supt. Terminals.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

The following subjects were considered:

Subject 138. (Subject 126 cont'd). Proposed Drayage Agreement.

After a long discussion on this subject it was referred to the representatives of the St. Louis Transfer Co., St. Louis, Iron Mountain & Southern Ry., and Illinois Central R. R., as a Committee to revise, and that Committee was in-

structed to report to an adjourned meeting to be held Thursday, December 26th, at 2:30 P. M.

It was also resolved, that, pending final action on the Drayage Agreement the St. Louis Transfer Co. be allowed to collect its tariff rates on articles covered by the exceptions in their tariff No. 23.

In case of receipt or delivery at store doors the Transfer Co. to collect one-half of such charge from the Railroads and one-half from shippers or consignees.

Subject 148. Communication from the Merchants' Exchange soliciting a conference for the purpose of arranging to place the railroad scales under the supervision of the Merchants' Exchange for the weighing of grain and other farm products.

A Committee consisting of representatives of the Louisville & Nashville, Mobile & Ohio and Illinois Central roads, was appointed for that purpose.

The meeting then adjourned until 2:30 P. M., December 26th, inst.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 15 of the Southern Freight Association."

Complainant offers in evidence record of Proceedings of Conference to consider rates to Louisiana Points, held at the General Offices of the Southern Railway, Louisville, Ky., October 30-31, 1900, contained in same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"Proceedings of conference to consider rates to Louisiana points. Held at the general offices of the Southern Railway, Louisvile, Ky., October 30-31, 1900.

ATTENDANCE.

Southern Freight Association Lines:
Mobile & Ohio Railroad, by W. H. McLean.
Illinois Central Railroad, by D. W. Longstreet, C. C.
St. Louis, Iron Mountain & Southern Railway, by W. B. Knight, A. G. F. A.
Louisville & Nashville Railroad, J. F. Seger, C. C.
Southeastern Mississippi Valley Ass'n Lines:
Louisville & Nashville Railroad, by J. F. Seger, C. C.
Cincinnati, New Orleans & Texas Pacific Railway, by W. H. McGuffy, A. C. C.
Southern Railway, by A. R. Smith, C. C.
Illinois Central Railroad, D. W. Longstreet, C. C.
Mobile & Ohio Railroad, by W. H. McLean.
Nashville, Chattanooga & St. Louis Railway, by C. D. Boyd, C. R. C.; R. W. McCleary.
Also present, Mr. C. E. Perkins, A. G. F. A. of the Kansas City Southern Railway.

Kansas City Southern Railway.

The following was offered.

'Moved that Texas differentials and definition of defined territories be applied on traffic to Kansas City Southern Ry. local stations in Louisiana; St. Louis being the basing rates.

'Provided, that this is understood to apply only to Kansas City Southern Ry. local stations and not to common points, except when routed via the K. C. S. Ry., and

'Provided, further, that rates are subject to combinations on Ohio and Mississippi River crossings as maxima.'

Adopted.

Mansfield, La.

The following was offered:

'Moved, that to Mansfield, La., the same adjustment ob-

tain as to Kansas City Southern Railway local stations.'

Adopted.

Lake Charles and West Lake, La.

The following was offered:

'Moved, that the rates from St. Louis to Lake Charles and West Lake, being fixed by agreement of terminal lines, that the rates from defined territories be made by use of Texas differential over rates from St. Louis, with the provision that through rates thus established shall not exceed actual combinations upon Ohio and Mississippi River crossings.'

Adopted, the C., N. O., and T. P. Ry. not voting.

The Southern Pacific Company.

The following was offered:

'Resolved, that the rates to Southern Pacific Co. local stations in Louisiana, located on the main line, the Alexandria Branch, and the Louisiana Western Railroad, be made on the following basis:

'1. From St. Louis and points taking St. Louis, as shown in Southern Freight Association Tariff No. 16-C Serial, by use of the following agreed basing rates, plus current locals of the Southern Pacific Co., class rates so made not to be in excess of Texas common points class rates.

'The agreed basing rates to New Orleans referred to being as folows:

Classes and Commodities. Subject to Current Western Classification. (Except as provided.)

First class	$ .75
Second class	.65
Third class	.50
Fourth class	.45

Fifth class	.35
Class A	.30
Class B	.30
Class C	.25
Class D	.20
Class E	.18
Agricultural implements or farm wagons, straight C. L., per 100 lbs.	.25
Bagging and ties, L. C. L., per 100 lbs.	.21
Brick, fire, C. L. 30,000 lbs. minimum, per 100 lbs.	.15
Candles, L. C. L., per 100 lbs.	.25
Cider and vinegar, C. L., per 100 lbs.	.20
Same L. C. L.	.35
Crackers, L. C. L., per 100 lbs.	.35
Fertilizers, C. L., per ton of 2,000 lbs.	3.05
Same, L. C. L.	3.66
Flour, in barrels, C. L., minimum weight 30,000 lbs, per bbl.	.34
Same, L. C. L.	.40
Flour, in sacks, C. L., minimum weight 30,000 lbs., per 100 lbs.	.17
Same, L. C. L.	.20
Hominy, grits, and corn meal, in barrels, C. L. 30,000 lbs. minimum, per bbl.	.30
Hominy, grits, and corn meal, in barrels, L. C. L., per bbl.	.40
Grain or hay, straight or mixed C. L., per 100 lbs.	.18
Same, L. C. L.	.20
Bran and mill stuff, straight or mixed C. L., per 100 lbs.	.15
Same, L. C. L.	.20
Meats, dried, salted, or smoked, C. L., per 100 lbs.	.25
Same L. C. L.	.28

(Rates named on Meats, dried, etc., will also apply on Packing-house products as described in ex-

ceptions to Western Classification applying on Texas Traffic.)

Beef, pork, and pigs' feet, in barrels, per bbl.	.75
Shot, in kegs or double sacks, L. C. L., per 100 lbs.	.35
Soap, common, C. L., per 100 lbs.	.25
Same, L. C. L.	.25
Stoves, coal or wood, and their furniture and hollow-ware, released, C. L., per 100 lbs.	.25
Same, L. C. L.	.35
Tobacco, plug, in packages, weighing each 60 lbs. or over, L. C. L., per 100 lbs.....	.40
Apples, packed or in bulk, C. L., or in boxes or barrels, prepaid or guaranteed, C. L., per 100 lbs.....	.27½
Same, L. C. L.....	.35
Potatoes, cabbage, and onions, packed or in bulk, C. L., per 100 lbs.....	.27½
Potatoes, in sacks or barrels, cabbage in barrels or crates, L. C. L., per 100 lbs.....	.35
Onions, in sacks or barrels, L. C. L., per 100 lbs..	.35
Whiskey and gin, in barrels, L. C. L., per 100 lbs.	.25
Bottled beer and coal oil, in barrels, L. C. L., per 100 lbs.	.25
Wire (iron or steel), plain, galvanized, barbed or painted, and staples per 100 lbs., straight or mixed, or mixed with nails, per keg.....	.14½
Same, L. C. L.....	.25
Beer, in wood, and ice, in all 15 tons, per car.....	65.00
Horses and mules, released, C. L., in ordinary or stable cars, per car.....	75.00
Cattle and hogs, single deck, released, C. L., in ordinary or stable cars, per car.....	60.00
Sewer pipe, C. L., minimum weight 30,000 lbs., per 100 lbs.	.14

'SPECIAL RULING.—When through rates are governed by straight Western Classification, then these basing rates will be governed by the same classification. When through rates are subject to exceptions, then these basing rates will likewise be subject to exceptions.

'That rates from St. Louis to Southern Pacific R'y. main line points, Alexandria Branch, and Louisiana Western R'y. stations shall be, on horses and mules, from St. Louis, Mo., $100.00 per car.

'On fertilizers, car loads, rate from St. Louis to main line points on the Southern Pacific Company and Alexandria Branch shall be $6.00 per ton of 2,000 lbs., as maximum. This does not apply to Louisiana Western R'y. stations.

'2. Rates from Louisville, Jeffersonville and New Albany, and from Louisville territory, on and south of the Ohio River, the same as from St. Louis.

'3. Rates from Cairo, Columbus, Hickman, Paducah, and Brooklyn shall be the following differentials less than from St. Louis.

1	2	3	4	5	A	B	C	D	E
15	12	10	8	6	5	5	5	5	5

4. Rates from Evansville, Henderson, and Owensboro shall be made the following differentials less than from St. Louis:

'On classes:

1	2	3	4	5	A	B	C	D	E
3	3	3	2	2	2	2	2½	2	2

'5. Rates from Cincinnati and Cincinnati territory,, south of the Ohio River, on basis of New Orleans differences with relation to Louisville.

'6. Rates from Nashville, Tenn., same as from Cairo, Ill.

'7. Rates from Chicago and Milwaukee territories shall be made the present differentials over St. Louis as shown in Southern Freight Asociation Tariff No. 16-C.

'8. Rates from defined territories north of the Ohio River, except as herein provided, to be made on authorized Texas differentials over rates from St. Louis.

'9. That rates on grain and grain products from St. Louis to local stations on the Southern Pacific Co., Alexandria Branch and Louisiana Western R. R. shall be on basis of the St. Louis-Texas Group 3 grain rates as maxima.

'10. It is understood that rates from all points are subject to combinations on Ohio and Mississippi River crossings as maxima.'

The above was adopted as a whole, the following statement being made jointly by the representatives of the Southern R'y. and N. C. & St. L. R'y.:

'Record the Southern R'y, and N. C. & St. L. R'y. as voting Aye on the proposition as a whole, with the understanding that we will operate from Chattanooga, Birmingham, Decatur, Huntsville, Atlanta, Knoxville, and other Southeastern points, rates made with relation to those from Nashville on basis of the differences in rates to New Orleans.'

The following was offered:

'Moved, That rates from St. Louis to branch line points on the Southern Pacific Co. in Louisiana, Emile Daigle's Freight Line, Iberia and Vermilion Ry., Bayou Lafourche Landings and Bayou Vermilion Landings, and other landings in Louisiana reached by the Southern Pacific Co., be made from St. Louis by combination on New Orleans, using proportional figures named in preceding resolution to New

Orleans, plus locals out. This is to apply to all classes and commodities.

'That rates from Louisville and Louisville territory on and south of the Ohio River be established on the same basis as from St. Louis.

'That rates from Cincinnati and Cincinnati territory on and south of the Ohio River be established on the same basis as applies to main line points.

That rates from defined territories north of the Ohio and east of the Mississippi Rivers be established on the same basis as authorized to Southern Pacific Co. main line points.

'The rates to New Orleans (proper) to be the minimum through rates from all points.'

Adopted.

Texas and Pacific Railway.

The following was offered:

'Moved, That as the Texas common point rate is the basis from St. Louis, the Texas differentials be used from all territories to local stations on the T. & P. R'y. in Louisiana north of Port Allen.'

The following amendment was offered:

'Provided, That to stations east of Alexandria the Louisville rates be the same as from St. Louis; the rates from other points being adjusted on the same basis as to the Southern Pacific R'y. stations.

'It is understood that the rates from all points are subject to the lowest actual combination as maximum, and that to T. & P. R'y. stations east of Port Allen, La., the rates to New Orleans (proper) shall be the minima from all points.'

Adopted.

The original motion, as amended, was also adopted.

Kansas City, Watkins & Gulf Railroad.

The following was offered:

'Moved, That the authorized basis for rates from St. Louis being the current Texas common point rates, that rates from all territories be established on Texas common point differential basis;

'Provided, That lowest combination through Ohio or Mississippi River crossings shall be the maximum rate to apply."

The following substitute was offered:

'Resolved, That rates from St. Louis to Kansas City, Watkins & Gulf R. R. stations be established on basis of the Texas common point rates, and that rates from Louisville be the same as the rates from St. Louis. Rates from other Ohio River crossings and territories east of the Mississippi and south of the Ohio Rivers to be established on the same basis as rates to Southern Pacific Co. stations have been established in this meeting. That rates from defined territories north of the Ohio River and east of the Mississippi River be established on Texas difference over Louisville; provided, that actual combination on the Ohio or Mississippi River crossings shall be maximum from all territories.'

Lost.

The original motion was adopted, the I. C. R. R. and C., N. O. & T. P. R'y. not voting.

Vicksburg, Shreveport & Pacific Railroad.

'Resolved, That when rates from St. Louis to V. S. & P. R. R. local stations have been fixed on a basis satisfactory to the General Freight Agent of the V. S. & P. R. R., the following basis shall obtain from other points:

'1. From Louisville and Louisville territory south of the Ohio River, same as from St. Louis.

'2. From Cairo, Columbus, Hickman, Brooklyn, Belmont, and Paducah, the following differentials less than St. Louis.

'(a) On Classes:

1	2	3	4	5	A	B	C	D	E
15	12	10	8	6	5	5	5	5	5

'(b) On commodities: Vicksburg differences.

'3. From Evansville, Henderson, and Owensboro, the following differentials less than from St. Louis:

'(a) On Classes:

1	2	3	4	5	A	B	C	D	E
3	3	3	2	2	2	2	2½	2	2

'(b) On commodities: Vicksburg differences.

'4. From Cincinnati and Cincinnati territory south of the Ohio River, the following differentials above Louisville:

'(a) On Classes:

1	2	3	4	5	A	B	C	D	E
8	8	6	4	4	3	2	2	2	2

'(b) On commodities: Vicksburg differences.

'5. From Nashville: Same as Cairo on both classes and commodities.

'6. From defined territories east of the Mississippi and north of the Ohio Rivers: Texas differentials above St. Louis.

'7. Rates from all points are subject to combinations as maxima.'

Adopted. The following statement being jointly recorded by the representatives of the Sou. Ry. and N. C. & St. L. Ry.

'Record of the Southern Ry. and N. C. & St. L. Ry. as voting Aye on the proposition as a whole, with the under-

standing that we will operate from Chattanooga, Birmingham, Decatur, Huntsville, Atlanta, Knoxville, and other Southeastern points rates made with relation to those from Nashville on basis of the difference of rates to New Orleans.'

Rates to Rayville, Gibbsland, etc.

The following motion was offered:

'Moved, That the basis outlined in the case of V. S. & P. local stations so far as relates to application of territorial descriptions be applied also to Rayville, Gibbsland, Ruston, Sibley, Minden, stations on the Louisville & Northwestern R. R., and Sibley, Lake Bisteneau, and Southern Railway.'

Adopted, the following statement being jointly recorded by the representatives of the Sou. Ry. and N. C. & St. L. Ry.:

'Record the Southern Ry. and N. C. & St. L. Ry. as voting Aye on the proposition as a whole, with the understanding that we will operate from Chattanooga, Birmingham, Decatur, Huntsville, Atlanta, Knoxville, and other Southeastern points rates made with relation to those from Nashville on basis of the difference in rates to New Orleans.'

Oak Ridge, La.

The following was offered:

'Moved, That the same basis as adopted to Rayville, etc., be applied to Oak Ridge, La.'

Adopted, the Southern Ry. and N. C. & St. L. Ry. making identically the same statement as in the case of Rayville, etc.

Collinston and Bastrop, La.

The following was offered:

'Moved, That the rates to Collinston and Bastrop, La., be made combination of locals from all points east of the Mississippi River.'

The following substitute was offered:

'Moved, That the rates to Bastrop and Collinston be fixed on the following basis from points east of the Mississippi River; lowest combination, but not in excess of Texas differentials above St. Louis.'

Adopted, the Iron Mountain Ry. not voting.

New Orleans & Northwestern Railroad.

The following was offered:

'Moved, That the rates to New Orleans and Northwestern Railroad local stations be made on Natchez combination from all points on and east of the Mississippi River.'

Adopted.

Houston & Shreveport Railroad.

The following was offered:

'Moved, That rates from St. Louis and defined territories to local stations on the Houston & Shreveport Railroad be made on Texas differentials basis, with combination of locals as maximum. With the further provision that in the event of the use of Shreveport combination not being agreeable to the traffic department of the Houston & Shreveport R. R., that that combination shall be ignored from all territories.'

Adopted.

Texarkana, Shreveport & Natchez Railway.

The following was offered:

'Moved, That the same basis for through rates as adopted to Kansas City Southern Railway local stations be applied to T. S. & N. local stations.'

Adopted.

Shreveport & Red River Valley Railway.

The following was offered:

'Resolved, That rates from St. Louis to points on the

Shreveport & Red River Valley Railway being fixed, the rates from defined territories be made on Texas differential basis, observing combination of locals as maximum, with the provision that if the use of Shreveport combination is not acceptable to the General Freight Agent of the Shreveport & Red River Valley Railway, that that combination be ignored from all territories.'

Adopted.

Natchitoches & Red River Valley Railway.

The following was offered:

'Resolved, That rates from St. Louis to local stations on the Natchitoches & Red River Valley Railway being made with relation to Texas common points rates applicable to Cypress, La., that rates from all defined territories be established by the application of Texas differentials.

'Provided, That lowest combination through Ohio or Mississippi River crossings shall be the maximum rate to apply.'

The Avoyelles Railway.

The following was offered:

'Moved, That the same resolution be adopted in connection with the Avoyelles Ry., as in the case on Natchitoches & Red River Valley Ry.'

The following substitute was offered:

'Moved, That the same basis be applied to the Avoyelles Ry. as applied to T. & P. stations east of Alexandria.

Adopted.

St. Louis, Iron Mountain & Southern Railway.

The following was offered:

'Resolved, That rates from St. Louis to St. Louis, Iron Mountain & Southern R'y. local stations in Louisiana being fixed by that line, the rates from defined territories east of

the Mississippi River be established on Texas differentials as adjusted to Arkansas traffic, with combinations on Ohio and Mississippi River Crossings as maxima.'

Southern Pacific-Texas & Pacific Joint Track Stations in Louisiana.

The following was offered:

'Moved, That from Louisville and Louisville territory south of the Ohio River be made the same as St. Louis.

'Rates from Cincinnati and Cincinnati territory south of the Ohio River to be Vicksburg differentials above Louisville.

'Rates from defined territories north of the Ohio and East of the Mississippi Rivers, Texas differences over St. Louis, excepting that rates from Chicago, Cairo, and Nashville be made on the same basis as rates are made from the same points to Southern Pacific Main Line local stations in Louisiana.

'It is understood that rates from all points are subject to combinations on Ohio and Mississippi River crossings as maxima.'

Adopted, the following statement being jointly recorded by the representatives of the Sou. R'y. and N. C. & St. L. R'y.:

'Record the Southern R'y. and N. C. & St. L. R'y. as voting Aye on the proposition as a whole, with the understanding that we will operate from Chattanooga, Birmingham, Decatur, Huntsville, Atlanta, Knoxville, and other Southeastern points rates made with relation to those from Nashville on basis of the differences in rates to New Orleans.'

Natchez, Red River & Texas Railroad.

The following was offered:

'Moved, That rates to Natchez, Red River & Texas R. R.

stations from all points be made on Vidalia, La., combination.'

Adopted.

St. Louis Southwestern Railway.

The following was offered:

'Moved, That the same adjustment be applied to stations on the St. Louis, Southwestern R'y. in Louisiana as to stations on the H. C. A. & N. Division of the Iron Mountain Road.'

Adopted.

Red River Landings.

The following was offered:

'Whereas, The rates from St. Louis to Red River Landings are fixed,

'Moved, That rates from Ohio River crossings and points in S. E. M. V. Association territory be established on Vicksburg differences. That rates from defined territories north of the Ohio and east of the Mississippi rivers be made on Texas differentials over St. Louis,

'Combinations on Ohio and Mississippi River Crossings to be maxima.'

Adopted, the following statement being jointly recorded by the representatives of the Southern Ry. and N. C. & St. L. Ry.:

'Record the Southern Ry. and N. C. & St. L. Ry. as voting Aye on the proposition as a whole, with the understanding that we will operate from Atlanta, Knoxville, and other Southeastern points in S. E. F. Association territory rates made with relation to those from Nashville on basis of the difference in rates to New Orleans.'

Application of Differentials Herein Named.

It was understood that the following explanatory note would be inserted in the proceedings of this meeting:

'In the application of Texas differentials, where reference is made to their application from points east of the Mississippi River, it is not intended to exclude points west of the Mississippi River in Omaha-Davenport, Chicago, and Fox River territories.'

The following was offered:

'Moved, That the rates adopted in this meeting be made effective January 1, 1901, or sooner if possible.'

Adopted.

It was understood that Chairman Washburn would summit the action adopted at this conference by mail proposal to the absent members of the S. E. M. V. Association for concurrence, and that all interested parties would be notified as soon as concurred in.

It was understood that Mr. W. B. Knight would furnish Chairman Washburn with a list of the western lines interested in this matter, and that if any line east of the Mississippi should desire to change the rates adopted at this conference, they will notify Chairman Washburn, who in turn will notify the lines embraced in the list to be furnished by Mr. Knight, including Chairman Frink.

R. W. McCleary, Chairman."

J. E. Hannon, Secretary.

Above exhibit, consisting of seven printed pages, is marked Complainant's Exhibit No. 16 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., January 9th, 1902, being contained in book containing proceedings of meetings of the Southern Freight Association from Jan. 1st, 1902, to January 1st, 1904.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., January 9th, 1902.

Proceedings of a special meeting of the Southern Freight Association held in its office in St. Louis this day.

The lines were represented as follows:

Louisville & Nashville R. R., D. M. Goodwyn, G. F. A.; John Fitzgerald, Sup't. of Terminals.

St. Louis, Iron Mountain & Southern Ry., E. B. Lane, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Illinois Central R. R., G. W. Becker, A. G. F. A.; B. J Rowe, C. A.

Southern Ry., C. D. Morris, C. C.

The meeting was called for the special purpose of considering rates to Mississippi Valley common and basing points and their maintenance.

Subject 1. Rates to Mississippi Valley common and basing points and their maintenance.

After a full discussion of the subject and expressions of the desirability of the absolute maintenance of the rates referred to, it was unanimously

Resolved, That rates from St. Louis Group to Mississippi Valley common and basing points as published by the Association shall be absolutely maintained and quotations at variance therewith, if any, be withdrawn .

That no changes be made in such rates, either openly or secretly, without the proper Association action under the agreed and established rules.

That the obligation assumed by adopting the foregoing is not only as to the representatives here present, but is assumed on behalf of the several lines and includes all the representatives of all the lines.

Subject 2. Rates on produce to Mississippi Valley.

This subject was discussed especially with reference to reconsignment of vegetables and fruits and the following was adopted:

Resolved, That nothing less than St. Louis and East St. Louis proper rates be charged on produce to Mississippi Valley territory, except on through shipments from connecting lines which are handled on the basis of agreed through rates and divisions.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 17 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., January 30th, 1902, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., January 30, 1902.

Proceedings of a meeting of the Southern Freight Association held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Southern Ry., R. A. Campbell, A. G. F. A.

St. Louis Transfer Co., A. DeFiguerado, A. M.; C. F. Irwin, Agent.

Illinois Central R. R., G. W. Becker, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. of Terminals.

The following subjects were considered:

Subject 3. (Continued from 1901.) Drayage Agreement.

The Committee, to which this subject was committed, reported progress, and stated that it had been prevented from concluding its work and was not ready to make a report.

The further consideration of the subject was deferred until the Committee is ready to report, and it was directed that then a special meeting of the Association should be called to receive and act upon that report. Meantime, members are requested to examine the drafts of agreement which have been submitted by members of the Committee and send any criticisms thereon to the Chairman of the Committee in writing.

Subject 4 (Continued from 1901). Proportional rates St. Louis to Ohio River for Southeast compared with local rates.

The Committee to which this subject was committed was not ready to report as no definite action had yet been taken.

It was Resolved, That the Committee be urged to take this subject up, push it to a conclusion, and report.

On account of the similarity between the subjects, Subject 140 of December 19th, 1901, has been united with the above.

In connection with the latter subject the Chairman reports that the Southeastern Freight Association considered the proposition to advance rates from the East at its meeting at Tampa, Fla., January 14th, 15th and 16th, under Subject No. 1454, File 33,896, and decided that it is "inexpedient to make such changes at this time."

Subject 5. (Continued from 1901). Rates on Grain and Grain products to Gulf & Ship Island R. R. stations.

The Chairman stated that this subject had been concluded by correspondence and that he had been directed to publish

Hattiesburg, Miss., rates on Grain and Grain Products to all G. & S. I. stations, except Gulfport, Miss.

Subject 6. (Continued from 1901.) Rates on Grain to Ohio River for Carolina Territory.

The following preamble and resolution was adopted:

'Whereas, Grain rates from Louisville to Carolina Territory apply from Jeffersonville and New Albany, Ind., and it is the custom of the Louisville lines to refund the bridge toll, and

Whereas, The four percent proportional rate on Grain from East St. Louis applies to Louisville proper,

Resolved, That the Chairman of this Association request the S. E. M. V. Association to discontinue allowing Louisville shippers the bridge toll on Grain shipped from that point to Carolina Territory, when originating at or handled via East St. Louis, as this refund of the Louisville bridge toll has the effect of reducing the established total rates, in effect via other crossings, the amount paid for bridge toll.

Subject 7. (Continued from 1901.) Minimum charge from St. Louis, Mo., to N. C. & St. L. stations.

The Chairman announced that this had been adjusted by correspondence, to the effect that the minimum charge should not be less than fifty cents through.

Subject 8. (Continued from 1901.) Rates to Ohio River for Southeast on brick.

This subject was passed to next meeting.

Subject 9. (Continued from 1901.) Charge for sacking Grain on R. R. tracks.

The Chairman reported that all lines had agreed to the proposition to charge shippers two dollars per car for the privilege of sacking Grain on their tracks in St. Louis and East St. Louis.

Subject 10. (Continued from 1901.) Inspection of Freight destined to Memphis, Tenn., New Orleans, La., etc.

The Chairman reported that all lines had employed the Southern Weighing and Inspection Bureau to perform this service:

The Chairman was further instructed to inquire of Chief Inspector Wolf whether he inspects freight handled by the St. L. I. M. S. Ry., to and via Memphis, Natchez, Baton Rouge and New Orleans, at the points named, and to report his reply to members.

Subject 11. (Continued from 1901). Differentials over Ohio to be used in making rates from St. Louis to Knoxville, Tenn.

This was continued to next meeting.

Subject 12. (Continued from 1901.) Communication from Merchants' Exchange relative to use of R. R. scales.

As this is a subject for the consideration of Transportation Departments, it was ordered struck from the docket.

Subject 13. Rates on Brick, all kinds, to Jackson and Meridian, Miss.

This subject was ordered to be struck from the docket.

Subject 14. Elevation or transfer allowance on Illinois Grain.

This subject was referred to the M. & O. and Illinois Central to arrange and report their action to the Chairman.

Subject 15. Signing Bills of Lading and Receipts for Grain sacked in yards as 'shipper's load and count,' it was

Resolved, That, on Grain, sacked on tracks in R. R. yards in St. Louis or East St. Louis, Receipts and Bills of Lading be given 'shipper's load and count.'

Subject 16. Articles taking Woodenware rates, C. L., to Mississippi Valley.

This subject was introduced by Woodenware dealers who request the addition of various articles to the present list of articles which may be included at the carload rate.

It was moved that the list be amended as requested, but upon vote the motion was lost.

Subject 17. Rates from St. Paul, Minn., and common points to New Orleans.

This subject was passed to next meeting.

Subject 18. Rates to Gulf and Ship Island stations.

This subject was ordered struck from the docket.

Subject 19. Rates to N. O. & N. E. and A. & V. stations.

In view of the position taken by the representatives of those lines, it was

Resolved, That all rates to N. O. & N. E. and A. & V. stations be made on the differential basis provided, regardless of combinations.

The above amends action taken under Subject 131 of November 21st, 1901.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 17 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., March 20th, 1902, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., March 20th, 1902.

Proceedings of a regular monthly meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. of Terminals, and C. D. Boyd, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Southern Ry., R. A. Campbell, A. G. F. A.

Illinois Central Ry., G. W. Becker, A. G. F. A.

St. Louis Transfer Co., C. F. Irwin, Agent.

The following subjects were considered:

Subject 35 (Subject 24 Continued). Proportional rates to Ohio River for the Southeast, compared with local rates to Ohio River crossings.

The Committee consisting of representatives of the Louisville & Nashville and Southern Ry., reported a revision of the rates from East St. Louis to Evansville, Ind., which is to be referred by the Chairman to other lines which may be interested in freight traffic from East St. Louis, and, if concurred in by them, will become effective.

Upon the effectiveness of those rates, the Chairman was directed to publish the following differentials, to be added to rates south of the Ohio River, to make through rates from St. Louis to Southeastern territory:

Cement, C. L., minimum wt. 24,000 lbs..	5c	per 100 lbs.
Clay, C. L., minimum wt. 30,000 lbs..	5c	per 100 lbs.
Lumber, C. L., minimum wt. 24,000 lbs..	7c	per 100 lbs.
Tobacco, plug, any quantity.....	14½c	per 100 lbs.

In this connection the following was offered:

Resolved, That where rates have been fixed by this Association, and it is found that they may be cut by use of combinations, such combinations shall not be quoted, nor used, unless promulgated by the Chairman of this Association in the regular manner, and under the publication thereof.

By request of the representative of the Illinois Central road action on this resolution was deferred to next meeting.

Subject 36. Wagon transfer of carload freight from the St. L. I. M. & S. Ry. to the storage warehouse of the St. Louis Transfer Company at Broadway and Spruce Streets.

The representative of the St. L. I. M. & S. Ry. stated that, under the Drayage Agreement lately adopted, the lines operating via East St. Louis were allowed to deliver freight to that storage warehouse absorbing the cost of such delivery out of the rate to St. Louis, which privilege was denied to the St. L. I. M. & S. Ry., and that by so doing an unjust discrimination was made against that route and in favor of those operating via East St. Louis.

To remedy this and put all routes upon an equal footing as competitors, he offered the following:

Resolved, That the St. L. I. M. & S. Ry. be permitted to pay to the St. Louis Transfer Company one cent per 100 pounds, on carload freight arriving at St. Louis for storage in the warehouse of the St. Louis Transfer Company, located at Broadway and Spruce Streets.

The representative of the L. & N. R. R. then offered the following amendment:

'And that the L. & N. R. R. be permitted to make an equalizing allowance to the St. Louis Transfer only, of not exceeding two cents per 100 pounds on like freight from the L. & N. Broadway depot in St. Louis to the storage warehouses of the St. Louis Transfer Company in St. Louis for storage therein.'

The Amendment was accepted by the maker of the original resolution and was put to vote and lost.

After a long discussion, developing a marked diversity of opinion; a vote was taken upon the original resolution without the Amendment, wth the followng result:

Iron Mountain, Aye.

Illinois Central and Southern Ry's., Aye, provided status of L. & N. is not changed.

Louisville & Nashville, Aye, provided the L. & N. is authorized to equalize from its Broadway station.

Mobile & Ohio and St. Louis Transfer Company withheld their votes for the purpose of consulting other officers of their respective companies.

The subject was then passed to a future meeting.

Subject 37. Rates on Soap Powders to the Ohio River.

The S. E. M. V. Association having authorized the application of rates on Laundry Soap, south of the Ohio River, on Soap Powders, the Chairman was directed to use the present soap differentials to make rates on Soap Powders from St. Louis.

Subject 38. Rates to Ohio River on Vinegar, C. L., minimum weight 50,000 lbs., when destined to S. E. M. V. Association territory.

The Chairman was directed to add a differential of seven (7) cents to the rates south of the Ohio River to make rates from St. Louis in accordance with S. E. M. V. Rate Advice No. 4289.

The meeting then adjourned until 10:30 A. M., Thursday, March 27th, inst.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 18 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., July 10th, 1902, contained in the same book as the preceding record.

Which record is in words and figures, as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., July 10th, 1902.

Record of a meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Sup't. of Terminals

Illinois Central R. R., G. W. Becker, A. G. F. A.

Southern Ry., C. D. Morris, Chief Clerk.

The following subjects were discussed:

Subject 92 (Subject 88 continued) Rates on Woodenware to Mississippi Valley points.

The discussion developed upon the point of a correct list of articles to be included in the list to be classed as woodenware, and a list prepared by the S. E. M. V. Association had been submitted in writing.

All members had individually announced their acceptance of the list proposed, viz:

Baskets or Hampers, veneer, splint or willow (not decorated or fancy); Barrel covers; Baseball Bats; Bottle Wrappers, wooden; Bowls, wooden; Bread boards; Brooms; Broom racks; Brush Blocks; Brushes, scrub and whitewash; Buckets or Pails, paper, fibre, or woolen; Bungs and plugs; Bung Starters; Butter Boxes; Butter Ladles; Butter Moulds; Butter Plates; Butter Firkins; Butter Workers; Cheese Safes; Churns; Clothes Horses and Racks; Clothes Pins; Faucets, wooden; Fish Packages (kits and firkins); Handles, wooden; Ironing Boards; Kegs; Ladders, not over 18 feet long; Lap Boards; Ladles, wooden; Lemon Squeezers, wooden; Match splints; Measures, wooden; Meat Blocks; Mops; Pails, Paper, fibre or wooden; Potato Mash-

ers, wooden; Rolling Pins, wooden; Rope Reels; Scoops and Shovels, wooden; Sieves; Sieve Rims; Skewers, wooden; Spoons, wooden; Tea Caddies, wooden; Toothpicks, wooden; Towel Racks, wooden; Trays, wooden; Tubs, wooden; Washboards; Well Buckets, wooden.

(Subject entered to complete record).

Subject 93 (Subject 91 continued) Rates to V. S. & P. stations versus rates to same from New York and Baltimore.

Correspondence of a member with the V. S. & P. Ry. indicated that the rates from the East to Monroe and Shreveport are below the normal basis, which has the effect of producing the present totals to V. S. & P stations. As it appears that no change can be made from St. Louis or East St. Louis without a corresponding change in the rates to Monroe and Shreveport, the subject was stricken from the docket.

Subject 94. Rates on Brick from Collinsville, Ill.

The following previous action of this Association was cited:

'Subject 76 of July 18th, 1894: Resolved, that the rate on Brick, C. L., from Collinsville, Ill., to Southeastern and Mississippi Valley points, including Meridian, Miss., and Mobile, Ala., be made the same as from St. Louis, Mo., the proportion of the through rate for the line Collinsville to East St. Louis not to exceed two cents per 100 lbs.'

'Subject 115 of October 10th, 1894. Under Subject 76 it was agreed that St. Louis rates should apply on Brick, C. L., from Collinsville, Ill., to the Southeast and to Mississippi Valley points, and that the Vandalia Line be allowed two cents per 100 lbs. to East St. Louis.

Investigation developed the fact that the local rate of the Vandalia Line to East St. Louis on this traffic is one cent per 100 lbs. with minimum of $5.00 per car, this amount with $1.50 switching will be the maximum allowance out of the through rate named.'

'Subject 131 of November 10th, 1894. Notification from the Vandalia Line demanded on Brick, C. L., from Collinsville, Ill., when destined beyond. (Subjects 76 and 115). As the notification from the Vandalia Line, sent to the Chairman, demanding an arbitrary of two cents per 100 lbs., minimum 30,000 lbs., on Brick, Collinsville to East St. Louis, was withdrawn by later advice received by individual members of this Committee, the subject was consequently dropped.'

In view of the foregoing the representative of the Illinois Central R. R. announced its intention to apply the rates on Brick as previously provided, and also to extend those provisions to cover Jackson, Miss. The representative of the Mobile & Ohio R. R. announced its intention to make the same application of rates as announced by the Illinois Central, and also to apply the same ruling to Interior Tennessee and Mississippi junctions, but that it would not apply the rule to Interior Junctions until further notice.

The Southern Ry. announced that it would not make higher rates than the I. C. and M. & O. announced.

The Louisville & Nashville and St. L. I. M. & S. Rys. announced that they would not participate in the traffic referred to upon the basis indicated.

Subject 95. Rate on Enamelling Plates, C. L., to New Orleans, La.

It was shown that "Enamelling Plates" are sheets of Iron or Steel, of various sizes, which are used in making enamelled ware, being enamelled after the ware is put in form, and strictly analogous to other Sheet Iron.

Each of the lines, members, announced its intention to add "Enamelling Plates" to its list of articles taking Special Iron rates to Mississippi Valley common and basing points.

Subject 96. Rates on Enamelled Ware, etc., C. L., from St. Louis to New Orleans. After some discussion, each

member for itself individually announced its intention to continue the present rates until further notice.

Subject 97. Quotation of combination rates (when less than published tariff) without having reported same to the Chairman for his verification. (See Subject 39 of April 3rd, 1902.)

The Illinois Central announced that when combinations on Ohio River or Mississippi River crossings make less than the published tariff, it will quote such combination rates and request the Chairman of the Association to publish through rates on that basis.

Subject 98. Absorption of switching on Hay at East St. Louis.

This was based on an application from the St. Louis Hay & Grain Co. for such absorption on inbound hay, contemplating the establishment of a warehouse to which all hay received at East St. Louis should be delivered.

This subject was cancelled.

Subject 99. Application of rates on Acids and Ammonical Waters, in iron drums, to Mississippi Valley.

The point in question was what is covered by "Ammonical Waters." It was explained that the term covered Liquid Ammonia, and the subject was then dropped.

Subject 100. Reconsignment of Corn and Oats, C. L., to lower Mississippi Valley common and basing points. (New Orleans, La., and group.)

A committee appointed by a meeting of interested lines held in Chicago, Ill., submitted a plan for handling such reconsignment as follows:

Rules and Regulations governing the Reconsignment of Corn and Oats at St. Louis and East St. Louis, when destined to Mobile, Ala., Greenville, Vicksburg and Natchez, Miss., Baton Rouge and New Orleans, La., and points taking same rates.

Corn and Oats in straight carloads, minimum carload weight 30,000 lbs., originating beyond, may be reconsigned at the authorized proportional rate from St. Louis or East St. Louis to the points named above, under the following rules:

Rule 1. Traffic subject to these rules and rates is Corn and Oats, consigned locally to St. Louis or East St. Louis and reshipped from St. Louis or East St. Louis, or that is consigned through St. Louis or East St. Louis and accorded the privilege of stopping at St. Louis or East St. Louis for cleaning, sacking, mixing or handling through Elevators, Warehouses and Railroad Yards for any purpose whatever (except inspection in original cars under the supervision of the Chairman of the Southern Freight Association).

Rule 2. All reconsignment is to be subject to the supervision of the Chairman of the Southern Freight Association.

Rule 3. (a) In order to secure the proportional rate, original paid freight bills, representative of the property forwarded, showing point of origin and charges to St. Louis or East St. Louis, must be surrendered to the Chairman of the Southern Freight Association, who will retain the said paid freight bills and will endorse on shipper's ticket or bill of lading the proportional rate.

(b) Paid freight bills surrendered must be for the same kind of grain as reconsigned and only those covering Grain unloaded into the Elevators or warehouses from which the reconsignments are made will be accepted.

(c) Paid freight bills surrendered for grain unreconsigned, not handled through elevators or warehouses, must be for the identical shipment received at St. Louis or East St. Louis. (The idea being to preserve the identity of the so-called "track grain.")

Rule 4. Paid freight bills, which are not surrendered within six months from the date of their issue, will not be accepted for reconsignment.

Rule 5. Paid freight bills must cover as much weight as is reconsigned. If weight of grain reconsigned exceeds the weight shown on paid freight bills, St. Louis or East St. Louis proper carload rate will be charged on the excess. Any excess of weight shown on in-bound freight bills over the weight shipped out may be credited to the shipper and applied on subsequent shipments.

Rule 6. Waybills issued at proportional rate must show the point of origin and the Chairman's reconsignment number, and copies of waybills for shipments forwarded under these rules must be furnished to the Chairman of the Southern Freight Association.

Rule 7. Reconsignment will be accorded to such shippers only as conform to these rules.

The lines, members, individually announced their purpose to operate upon the plan submitted by the committee, same to become effective upon a date to be fixed hereafter.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of four printed pages, is marked "Complainant's Exhibit No. 19 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., March 19th, 1903, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., March 19th, 1903.

Proceedings of the meeting of the Southern Freight Association held in its office in St. Louis this date.

The lines were represented as follows:

Southern Ry., R. A. Campbell, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. Terminals, and J. N. Chandler, G. A.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

The following subjects were discussed:

Subject 183. Rules for Reconsignment, and Milling in Transit.

After discussion, the Chairman was directed by the lines, individually, to publish the rules heretofore discussed, so far as they pertain to what is known as Southeastern Territory, leaving the rules governing Reconsignment and Milling in Transit to Carolina Territory for future consideration. Meanwhile that part of Tariff 34-A to remain in effect. The Chairman was also directed to continue the subject of Milling in Transit, so far as it affects the practice of the St. L. I. M. & S. Road to certain points in Mississippi Valley, on the docket.

Subject 184 (Sub. 153 Continued). Revision of Articles of Association.

The Committee to which this subject was assigned asked for further time, which was granted, the subject being continued on the docket.

Subject 185 (Sub. 178 Continued). Furnishing Grain Doors for shipment of Tankage.

This subject was discussed and objection was made by some lines, claiming that the subject should be handled by the transportation department. It was stricken from the docket.

Subject 186 (Sub. 179 Continued). Transportation of Exhibits for the Louisiana Purchase Exposition.

Pending further information, this subject was continued on the docket.

Subject 187. Manner of recording Proceedings.

After some discussion, the Chairman was directed to continue the present method.

Subject 188. Handling Perishable Freight by the Terminal Railway Association.

The discussion of this subject elicited no sufficient reason for making any change, and the subject was stricken from the docket.

Subject 189. Proportional rates to New Orleans for Southern Pacific Stations in Louisiana.

The Chairman submitted correspondence showing that it was thought that some rates might be advanced on account of late advance in local rates to New Orleans, but that no specific advance had been proposed. He was instructed to prepare a statement showing the old rates to New Orleans, present rates to New Orleans, and the proportional rates applying on such articles destined to Southern Pacific Stations in Louisiana, so that the subject might be definitely considered.

Further consideration of the matter was postponed until next meeting.

Subject 190. Proportional rates to Ohio River, on Oat Meal, etc., destined to the Southeast.

The Chairman explained that the present proportional rate of 7 cents per 100 lbs. was established when these articles were classified as Class C, that the classification had been changed to the 4th, 5th and 6th class, according to packages and quantity, and that now no authority existed for the proportional rate which is used.

This subject was discussed at some length, and it was proposed that a proportional rate of 10 cents per 100 lbs. be established, applying on any quantity.

No further action was taken.

Subject 191. Rate on Demijohns and Carboys, straight carloads, or mixed with Bottles and Fruit Jars, to New Orleans and Group.

It was shown that the rate on such carloads in effect prior to the revision of rates to those points had been omitted from the present tariff. It was suggested that a rate of 33 cents per 100 lbs. be made to apply.

No further action was taken.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two printed pages, is marked "Complainant's Exhibit No. 20 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo. May 28th, 1903, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., May 28th, 1903.

Proceedings of a meeting of the Southern Freight Association held in its office, in St. Louis, this day.

The lines were represented as follows:

St. Louis Transfer Company, A de Figuerado, Act'g Mgr.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A., and J. T. Moore, A. G. F. A.

Louisville & Nashville R. R., J. N. Chandler, G. A.

Southern Ry., C. D. Morris, C. C.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

The following subjects were discussed:

Subject 202. (Sub. 192, Cont'd.) Revision of Articles of Association.

The Ex-Officio Chairman reported that various imperative causes had prevented taking up this subject in Committee.

It was suggested that the Chairman of the Committee prepare such a document upon the general lines adopted by the S. E. M. V. Association, and submit it to the members. No further action was taken, the subject being continued on the docket.

Subject 203. (Sub. 193, Cont'd.) Transportation of Exhibits for the Louisiana Purchase Exposition.

A member stated that the S. E. M. V. Association had adopted rules at a late meeting which would probably cover the need of this Association.

The subject was therefore continued on the docket.

Subject 204. .(Sub. 198, Cont'd.) Accumulation of L. C. L. freight into carloads by car transfer companies.

After some discussion the subject was passed to the next meeting.

Subject 205. Advancing charges to private teams.

It was explained that such practice involved expense which is not necessary, for the reason that such charges are principally for cartage, and should be collected by shippers on their invoices to consignees, and that the roads should not become collection agencies.

The following recommendation was submitted:

'Recommended: That the practice of advancing charges to shippers or private teams be discontinued, and that, in future, the only charges that will be advanced, are as follows:

Proportions of connecting lines, and charges of

The Terminal Ry. Association of St. Louis, The St.

Louis Terminal Ry. Co., The Interstate Car Transfer Co., The Wiggins Ferry Co., The East St. Louis Connecting Railway, The St. Louis Transfer Ry., and the St. Louis Transfer Co.

Icing charges on meats, fruits and other perishable property, and feed charges on live stock.

No further action was taken.

Subject 206. Absorption of switching on Brick, C. L., from Maryland Heights, Mo.

It was argued, that rates from Maryland Heights to Southern and Southeastern points of destination, should be made on combination of rates. To that end, it was 'recommended, that rates on Brick, C. L., from Maryland Heights, Mo., to S. E. M. V. and S. E. F. Association territories, be made on combination.

Recommended further, that switching from Forsythe Junction to connections in St. Louis be not absorbed, but be added as an arbitrary to the St. Louis rate.'

No further action was taken.

Subject 207. Issuance of exchange bills of lading by intermediate or terminal lines.

This subject was introduced at the request of the Western Trunk Line Committee. It was shown that this practice prevailed to a great extent, that it occasioned considerable unnecessary expense, and that it involved uncalled-for responsibilities.

The Chairman was directed to advise Chairman of the Western Trunk Line Committee that the members of this Association would favor the discontinuance of this practice, conditioned upon like action by the members of other Associations.

Subject 208. Rate on Compressed Cotton from St. Louis and East St. Louis to New Orleans, La.

This subject was withdrawn by the proponent.

Subject 209. Application of Cairo rates from Gale, Ill., to certain Mississippi River points.

Such application being insisted on by a member, the Chairman was directed to eliminate such application from the tariff from St. Louis to those points.

Subject 210. Rate on Bran, to Helena, Ark., compared with the rate on Flour, to the same point.

This subject was withdrawn by the proponent.

Subject 211. Method of handling Hay, from warehouses in East St. Louis to Southern and Southeastern points.

This was discussed at some length, it being claimed that irregularities exist which should be eliminated.

Pending individual investigation of the subject, it was continued on the docket.

Subject 212. Payment of Transfer to private teams or Transfer Companies other than the St. Louis Transfer Company, on traffic destined to points in Louisiana west of the Mississippi River.

It was shown that the practice to that territory is dependent upon that of lines not here represented or members of this Association.

The subject was ordered to be stricken from the docket.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two printed pages, is marked "Complainant's Exhibit No. 21 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., dated September 10th, 1903, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., September 10, 1903.

Proceedings of a Special Meeting of the Southern Freight Association, held in its office in St. Louis, August 27th, 1903.

The lines were represented as follows:

Illinois Central R. R., B. J. Rowe, C. A.

St. L. I. M. & S. Ry., E. B. Lane, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. of Terminals.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

Southern Ry., C. P. Hoy.

The purpose of the meeting was the consideration of a movement to publish rates on Live Stock, in carloads, in cents per 100 lbs., instead of in dollars and cents per car.

Subject 231. Rates on Live Stock in cents per 100 lbs.

The primary effort of the meeting was to determine the rates in cents per 100 lbs. to be charged from St. Louis and East St. Louis to the Ohio River on shipments destined to southeastern points.

Conflicting evidences as to the precise basis to be used south of the Ohio River were presented and the subject was discused at length without having reached a definite conclusion.

Under the then understanding of the basis south of the Ohio, it was proposed to make the proportional rates, St. Louis and East St. Louis to the Ohio River, on southeastern business, as follows:

	Minimum Weight.	Per 100 Lbs.
Horses and Mules, C. L.	24,000 lbs.	10 cents
Cattle, C. L.	20,000 lbs.	10 cents
Sheep, S. D., C. L.	14,000 lbs.	18 cents
Sheep, D. D., C. L.	20,000 lbs.	18 cents
Hogs, S. D., C. L.	18,000 lbs.	14 cents

Further consideration of the subject was deferred until the coming regular meeting of the Association, and the special meeting adjourned. S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 22 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., September 10th, 1903, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., September 10th, 1903.

Proceedings of a regular monthly meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

Louisville & Nashville R. R., John Fitzgerald, Supt. of Terminals.

Southern Ry., C. D. Morris, C. C.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

St. Louis Transfer Co., A. de Figuerado, Asst. Mgr.; C. F. Irwin, Freight Agent.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Subject No. 231, Continued: Rates on Live Stock.

After a long discussion on the following rates from St. Louis and East St. Louis to the Ohio River for the Southeast were proposed:

	Minimum Weight.	Per Cwt.
Horses, Mules and Cattle, L. C.	24,000 lbs.	10½c
Sheep, S. D., C. L.	14,000 lbs.	18½c
Hogs, S. D., C. L.	18,000 lbs.	14½c

The Chairman understood from the discussion that Sheep may be taken in double-decked cars at the rate named for Sheep in single-decked cars, applying a minimum C. L. weight of 20,000 lbs.

The Chairman was also directed to prepare a table of rates on Live Stock to Mississippi River points and Mobile, Ala., in cents per cwt., preserving as nearly as practicable, the present C. L. rates upon the basis of the minimum weights provided south of the Ohio River. No further action was taken.

Subject 232. St. Louis Transfer Co.'s Tariff No. 24.

It was shown that this tariff makes many material advances in rates for transfer of L. C. L. freight.

Further that the St. Louis Transfer Co. had agreed to perform that service at the rates named in Transfer Tariff No. 23, and had given no proper notice of its purpose to withdraw from that agreement.

It was further shown that, in all cases where the rates from St. Louis and East St. Louis are the same, any advance in the rates for transfer would by so much decrease the net earnings of the roads, and the consent of the roads was deemed necessary, under the circumstances, before any advance on the rates for transfer could be properly made.

On the other hand it was shown that the wages of employes and the cost of necessary supplies, repairs and renewals have materially increased and that the efficiency of the men and teams had been diminished by the shortening of the hours for delivering and receiving freight at the depots of the railroads as well as by the increase of traffic, making it more difficult to receive and deliver freight, both

at railroad depots and warehouses of shippers and consignees and so occasioning increased delays.

After a long discussion the Transfer Company agreed to continue the service at the rates named in its Tariff No. 23 until October 1st, 1903, on which day a special meeting of the Association shall be held for the further consideration of the subject.

Subject 233. Proportional rates, St. Louis and East St. Louis, to the Ohio River, on Cotton, compressed and uncompressed, destined to the Southeast.

This subject was introduced because no such rates had been properly published, and conflicting quotations had been made.

After discussion, it was proposed to establish the following rates:

Cotton, compressed, 11 cents per cwt.

Cotton, uncompressed, 16 cents per cwt.

No further action was taken.

Subject 234 (Subject 228 Continued). Method of handling Live Stock from the National Stock Yards.

The Committee appointed to confer with the Eastbound Freight Committee on this subject for the purpose of uniformity of practice, reported that it is still under consideration in that body and that there is a prospect of the adoption of uniform practice.

The following rule was proposed for consideration:

"The ..... R. R. Co. hereby announces that it will, under no circumstances, issue receipts or bills of lading for shipments of Live Stock from the National Stock Yards until the Stock is loaded in the cars and properly sealed for delivery to its line, unless the National Stock Yards give this railroad a guaranty indemnifying this company for any receipts or bills of lading the..... R. R. Co. may issue on orders from shippers on the National Stock Yards, directing the loading of the stock covered by

the same; orders in each and every instance to bear the guaranty mentioned in the foregoing, and this guaranty to read as follows:

This certifies that the Stock referred to in this order is in the possession of this Company, and will be loaded out for account of the .....R. R.

The above guaranty must invariably be signed by an authorized official of the National Stock Yards.'

Further consideration of the subject was postponed until the next meeting.

Subject 235. (Subject 226 continued.) Accumulation of L. C. L. freight into carloads by Car Transfer Company —membership of the Terminal Railroad Association.

The Terminal Railroad Association having declined to become a member of this Association, the subject was stricken from the docket.

Subject 236. Reconsignment Rules relative to freight bills to be surrendered on shipments of Grain from elevators.

This subject was considered on a request, from the Elevator Companies of St. Louis and East St. Louis, that the rules at present in effect be modified. Discussion of the subject developed no desire to modify the rules at the present time and the subject was stricken from the docket.

On account of the lateness of the hour, the discussion of the other subjects docketed for this meeting was postponed.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 23 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., January 28th, 1904, contained in book containing "proceedings

of meetings of the Southern Freight Association, from January 1, 1904, to January 1, 1906."

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., January 28th, 1904.

Proceedings of a meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

Louisville & Nashville R. R., John Fitzgerald, Supt. Terminals.

Louisville & Nashville Railroad, J. N. Chandler, Gen'l Agent.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Southern Ry., C. D. Morris, Chief Clerk.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis Transfer Co., C. F. Irwin, Agent.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

The following subjects were discussed:

Subject No. 1. Rules governing Reconsignment.

It was recommended that Barley and Rye be reconsigned to Interior Mississippi Junctions, and Yazoo City, Miss,, at the rates and rules already provided for Corn.

No objection was made, and no further action was taken.

It was recommended that the rules relative to freight bills required to be surrendered for reconsignment to Southeastern Mississippi Valley and Southeastern Freight Association territories, be amended as follows:

Add the following Note to Rule 1:

'This rule will not prohibit the change of consignee or destination, or both, on bona fide through shipments, provided said shipments are not stopped at St. Louis or East

St. Louis by the consignee for any purpose, and provided further, that instructions to change the consignee, or destination, or both, are lodged with the agent of the line forwarding the shipment from St. Louis or East St. Louis, prior to the delivery of the shipment to the forwarding company.'

Objection having been made, no action was taken.

Further consideration of this subject was deferred until Saturday, January 30th, at 2:30 o'clock, p. m.

Subject No. 2. Minimum Charge to the Southeast.

The following rule was recommended:

Minimum Charge

To "Common and Basing Points," except

Aldrich, Ala.; Blocton, Ala.; Blocton Junction, Ala.; Brierfield, Ala.; Calera, Ala.; Columbiana, Ala.; Dukes, Ala.; Gainesville, Fla.; Gurnee, Ala.; Lake City, Fla.; Lanette, Ala.; Live Oak, Fla. (proper); Montevallo, Ala.; Palatka, Fla.; Shelby, Ala. South Calera, Ala.; Sylacauga, Ala.; West Point, Ga.; Woodstock, Ala.

Compute the charge to and from the Ohio River Crossings separately, as provided in Rule No. 7 of the Southern Classification. The sum of the two amounts so found will be the minimum charge through.

To the points named above and all "junction points," add to the amount obtained as above the charge of the Terminal Line, which will be found by the same rule, as qualified by the various notes of exception published in the Classification in use.

No objection was made.

Subject No. 3. Publication of application of Southbound Rates on North-bound Traffic, in Tariff to Mississippi River points and Mobile, Ala.

It was recommended that the publication of such application be discontinued.

No objection was made and no further action was taken

Subject No. 4. Reconsignment of Pig Iron.

This subject was stricken from the docket.

Subject No. 5. Rate on Flue Linings to New Orleans and Group (S. E. M. V. A. Rate Advice No. 6769, November 11th, 1903).

The Chairman was instructed to advise the Chairman of the Southeastern Mississippi Valley Association that objection was made to the proposed change, and that it could not be made effective from St. Louis.

Subject No. 6. Handling Corn to Mississippi Valley and Southeast during the Germinating Season.

After some discussion, this subject was stricken from the docket.

Subject No. 7. Partial Prepayment of Freight Charges, on Freight Originating beyond St. Louis or East St. Louis, and Destined to Southern Territory.

This subject was stricken from the docket.

Subject No. 8. Charge for Transfer of Grain Products, Milled in Transit, from St. Louis Transfer Company's depots to East Side lines.

The St. Louis Transfer Company agreed to accept two cents per 100 lbs. for such transfer, provided shipping tickets were marked "Milled in Transit."

Subject No. 9. Rate on Fruit Jars, C. L., to the Southeast.

It was recommended that the proportional rate to Ohio River on fruit jars, C. L., be made eight (8) cents per 100 lbs., same as rate on Bottles.

No objection was made, and no further action was taken.

Subject No. 10. Issuing Exchange Bills of Lading.

It was recommended that Bills of Lading be not issued in exchange for connecting Lines Bills of Lading prior to the receipt of the freight. This rule not to apply to issuance

of Bills of Lading for receipts, issued by the St. Louis Transfer Company, Terminal Ry. Assn., Wiggins Ferry Co., Interstate Car Transfer Co., or other lines doing switching service in St. Louis or East St. Louis, showing that the property has been received for account of the lines named in their receipts.

No objection was made. The Mobile & Ohio R. R. withheld its view.

Subject No. 11. Reconsignment of Sorghum Seed.

It was recommended that Sorghum Seed be reconsigned from St. Louis and East St. Louis, to the Southeast, under the conditions provided for the reconsignment of Corn.

No objection was made. The Louisville & Nashville R. R., Illinois Central R. R. and Southern Ry. withheld their views.

The other subjects on the docket were continued for further discussion.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of three printed pages, is marked "Complainant's Exhibit No. 24 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., dated January 30th, 1904, contained in the same book as the last preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., January 30th, 1904.

Proceedings of a special meeting of the Southern Freight Association, held at its office in St. Louis, this day.

The lines were represented as follows:

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Southern Ry., C. D. Morris, Chief Clerk.

Louisville & Nashville R. R., John Fitzgerald, Supt. Terminal; J. N. Chandler, General Agent.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

This meeting was called for further discussion of Subject No. 1 of January 28th, 1904.

Subject No. 12. Rules Governing Reconsignment.

It was recommended that the following changes be made in the rules governing reconsignment and milling in transit to Southeastern Territory.

Rule No. 3 to read as follows:

Rule No. 3 (a) In order to secure the proportional rate, original paid freight bills or certified copies, as provided herein, must be surrendered to the Chairman of the Southern Freight Association.

If shippers desire to retain possession of the original paid freight bills, such originals can be released by presentation of a copy written in ink, together with the original, to the Chairman of the Southern Freight Association, who will certify the copy, if correct, and cancel the original.

On surrender by the shippers of either the original or the certified copy of paid freight bill, the Chairman will endorse the proportional rate authorized herein, on shippers' tickets or bills of lading.

(b) Shippers must surrender paid freight bills for the same kind of property as is reconsigned, i. e., products of Wheat or Corn paid freight bills for Products of Wheat or Corn, Wheat paid freight bills for Wheat, Corn paid freight bills for Corn, Oats paid freight bills for Oats, Hay paid

freight bills for Hay, except that Wheat or Corn paid freight bills may be used for their products milled in transit.

(c) Flour or Hay loaded from mills, elevators, warehouses or on tracks in St. Louis shall be rated from St. Louis.

Flour or Hay, loaded from mills, elevators, warehouses or on tracks in East St. Louis shall be rated from East St. Louis.

All Grain reconsigned to Southeastern Territory, as described, shall be rated from East St. Louis.

Clause (d) being cancelled.

No objection was made, and no further action was taken.

The Illinois Central R. R. then announced that the rules for the Southeast would also apply on shipments destined to Mississippi River points, Mobile, Ala., interior Mississippi junctions and Yazoo City, Miss., via its line.

The St. Louis, Iron Mountain & Southern Ry. insisted that the present rules continue in effect via its line, so far as it participates in the business.

The Louisville & Nashville withheld its views. Other lines made no objections.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two printed pages, is marked "Complainant's Exhibit No. 25 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., February 10th, 1904, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., February 10th, 1904.

Proceedings of a special meeting of the Southern Freight Association, held in its office in St. Louis, this day.

The lines were represented as follows:

Louisville & Nashville R. R., D. M. Goodwyn, G. F. A.; John Fitzgerald, Supt. Terminals.

Southern Ry., R. A. Campbell, A. G. F. A.

Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Illinois Central R. R., Geo. W. Becker, A. G. F. A.

Subject No. 13. Switching of Grain and Absorption of Charges for that service.

The method pursued by the Southern Ry. in making free delivery of Grain to Southern Elevator and charging one cent per 100 lbs. for delivery from that Elevator to Southern Roads was discussed. The other lines claimed that they should not be charged for both services and that the Southern Ry. should charge only one-half a cent per 100 lbs. for making such deliveries.

The representatives of the Southern Ry. expressed a readiness to revise its method to that end. Switching charges and adsorption thereof from other Elevators was discussed at length resulting in the following announcement:

It was announced by all present that switching charges at East St. Louis on reshipped Grain to Southeastern Territory is only being absorbed when necessary to equalize with lines competing for the traffic. (See Through Freight Tariff No. 38-A, effective February 6th, 1904.) It was also announced that this practice would be continued, pending further consideration of the subject.

Switching at St. Louis.

It was agreed to hold a special meeting of the Association, on..... 1904, to consider the general question of absorbing switching charges at St. Louis, and points in St. Louis Group, on all Classes and Commodities to and from Southeastern, Carolina and Mississippi Valley Territories.

Prior to said meeting it is suggested that all lines ascertain the present method of handling Grain from the west, delivered at St. Louis Elevators and subsequetly re-shipped to the Southeast. Also that full information be obtained as to switching charges now being absorbed in St. Louis and Group on business from and to Southeastern, Carolina and Mississippi Valley Territories.

The meeting then adjourned."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 26 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., February 25th, 1904, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis Mo., February 25th, 1904.

Proceedings of a regular meeting of the Southern Freight Association, held in its office in St. Louis, this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Louisville & Nashville R. R., J. N. Chandler, Gen'l. Agent.

Southern Ry., R. A. Campbell, A. G. F. A.
Illinois Central R. R., Geo. W. Becker, A. G. F. A.
Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.

The following subjects were discussed:

Subject No. 14. Refusal of Switching lines and Elevators to Seal Cars of Grain or to be Responsible for Leakage.

It was reported that the transportation officers had taken action not to move cars which are not properly sealed.

The subject was continued for the information as to the action taken on this subject by the various lines.

Subject No. 15. Rate on Locomotives to Ohio River for the Southeast.

It was recommended that the rate on "Dead" Locomotives be made fifty-two (52) dollars each; and on "Live" Locomotives forty-four (44) dollars each.

No further action was taken.

Subject No. 16. Membership of the St. Louis & San Francisco R. R.

In view of the increasing participation of that line in southern and southeastern traffic, it was considered that its membership in this Association is desirable and the Chairman was instructed to correspond with its Traffic Manager to that end.

Subject No. 17. Proposition to include Tile, Building and Roofing, in list taking Brick Rates.

After discussion this subject was ordered to be struck from the docket.

The other subjects on the docket were continued for further investigation and discussion.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 27 of the Southern Freight Association."

Complaint offers in evidence record of meeting of the Southern Freight Association, held in St. Louis, Mo., March 24th, 1904, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., March 24, 1904.

Proceedings of a meeting of the Southern Freight Association, held in its office in St. Louis, this day.

The lines were represented as follows:

Louisville & Nashville R. R., J. N. Chandler, Gen. Agent.
Southern Ry., R. A. Campbell, A. G. F. A.
Mobile & Ohio R. R., J. M. Denyven, A. G. F. A.
Illinois Central R. R., Geo. W. Becker, A. G. F. A.
St. Louis, Iron Mountain & Southern Ry., Not represented.

The following subjects were discussed:

Subject No. 18. Southern Ry. Switching Charge on Grain delivered to connections.

The representatives of the Southern Ry. explained the difficulties in the way of effecting the desired change and asked for more time to perfect a suitable arrangement.

The subject was continued.

Subject No. 19. Absorption of Non-competitive Switching Charges.

Owing to present conditions affecting this subject it was struck from the docket.

Subject No. 20. Proper Basis for Rates on Packinghouse Products, etc., from Missouri River to Nashville, Tenn.

Action of Western Trunk Line Committee, November, 1898, made basis same as to Southeastern points.

Subject No. 21. Rates on Bagging, etc., to Mississippi Valley Points.

The St. L. I. M. & S. Ry. having established certain reduced rates, the other lines, individually, ordered the same rates to be made effective.

Subject No. 22. Exhibits for Lewis & Clark Centennial at Portland, Ore., in 1905.

It was considered that this subject should be handled by the Southern lines, and it was struck from the docket.

Subject No. 23. Rates on Candy, to Memphis, Tenn., etc.

This subject was discussed, no recommendation was made, and it was struck from the docket.

Subject No. 24. Weights on Hay.

The point discussed was the method of arriving at proper weight on cars of Hay.

It was considered that this should be taken up with the Southern Weighing and Inspection Bureau, and was therefore struck from the docket.

Other subjects on the docket were continued for further investigation and discussion.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of two printed pages, is marked "Complainant's Exhibit No. 28 of the Southern Freight Association.

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., March 16th, 1905, contained in the same book as the preceding record.

Which record is in words and figures as follows, to-wit:

1403

'RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., March 16th, 1905.

Proceedings of a regular monthly meeting of the Southern Freight Association, held in its office in St. Louis this day.

The lines were represented as follows:

Mobile & Ohio R. R., W. K. Vandiver, C. C.
Louisville & Nashville R. R., J. N. Chandler, G. A.
Southern Ry., C. D. Morris, C. C.
Illinois Central R. R., F. H. Law, C. C.
St. Louis, Iron Mountain & So. Ry., W. A. Rambach, C. C.

The following subjects were discussed:

Subject 82. Divisions on Grain and Grain Products from interior Illinois points to Mississippi Valley.

This subject was ordered to be struck from the docket

Subject 83. Increase in Switching Charges.

This subject was ordered to be struck from the docket.

Subject 84. Marking L. C. L., shipments of Brick, Sewer Pipe, etc.

It was recommended that Classification Rule 4-B govern.

Subject 85. Proposition to advance rates on Sewer Pipe, to Mississippi Common and basing points.

This subject was continued awaiting action of the S. E. M. V. Association upon the recommendation made at the last meeting.

Subject 86. Proportional rate to Ohio River, on Sugar, destined to the Southeast.

It was recommended that the present proportional rate be cancelled.

No objection was made and no further action was taken.

Subject 87. Rates to Mississippi Valley on Rope, Sisal Twine and Lath Yarn, any quantity.

It was recommended that Sisal Twine and Lath Yarn be

added to the item "Rope (except cotton), carloads, any quantity."

No objection was made and no further action was taken.

Subject 88. Rates to Mississippi Valley common and basing points on Syrup and Molasses, in tin cans, boxed.

Objection was made to any change in the present rating, and no further action was taken.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 29 of the Southern Freight Association."

Complainant offers in evidence record of meeting of the Southern Freight Association, held at St. Louis, Mo., April 18th, 1905, contained in the same book as the preceding record.

Which record is in words and figures, as follows, to-wit:

"RECORD THE SOUTHERN FREIGHT ASSOCIATION.

St. Louis., Mo., April 18th, 1905.

Proceedings of an adjourned meeting of the Southern Freight Association held in its office in St. Louis this day.

The lines were represented as follows:

St. Louis, Iron Mountain & So. Ry., E. B. Lane, A. G. F. A.

Illinois Central R. R., J. R. Peachy, A. G. F. A.

Louisville & Nashville R. R., John Fitzgerald, Supt. of Terminals.

Mobile & Ohio R. R., J. M. Denyven, G. F. A.

Southern Ry., C. D. Morris, C. C.

The St. Louis and San Francisco Ry. participated in the meeting, being represented by E. K. Voorhees, G. F. A.

The following subject was discussed:

Subject 89 continued. Reconsignment of Grain, C. L., to Mississippi Valley and milling in transit of Bran and Mill Feed.

After prolonged discussion it was recommended that, effective May 31st, 1905, Corn, Oats, Rye and Barley, straight or mixed, C. L., minimum weight 30,000 lbs., be reconsigned to New Orleans and Group at eleven (11) cents per 100 lbs. Same to Memphis, Tenn., seven (7) cents per 100 lbs.

Also that a milling in transit rate of fourteen (14) cents be made, effective same date, on Bran and Mill Feed to New Orleans and group.

Also that the rules in the Tariff covering reconsignment to the Mississippi Valley be so modified as to cover these changes in accordance with the general rules governing reconsignment and milling in transit.

No objection was made, and no further action was taken.

The meeting then adjourned.

S. Frink, Chairman."

Above exhibit, consisting of one printed page, is marked "Complainant's Exhibit No. 30 of the Southern Freight Association."

Complainant offers in evidence letter dated St. Louis, Mo., 4/30, 1901, from S. Frink, Chairman, to J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"St. Louis, Mo., 4/30, 1901.

J. F. Tucker, Chairman.

Dear Sir: Please advise me your present rate on Rails, C. L., Pittsburg, Pa., to New Orleans, La., and oblige,

Yours truly,

S. Frink, Chairman."

Above exhibit is marked "Complainant's Exhibit No. 31, of the Southern Freight Association."

Complainant offers in evidence letter from J. F. Tucker, Chairman Central Freight Association, to Mr. S. Frink, Chairman Southern Freight Association, dated May 1, 1901.

Which letter is in words and figures as follows, to-wit:

"Chicago, May 1, 1901.

Please refer to File 8032.

Mr. S. Frink,
Chairman Southern Freight Association,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 30th ultimo, would advise that the authorized rate on new steel rails, carloads, from Bessemer, Pa., to New Orleans, is $5.24 per ton.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit No. 32 of the Southern Freight Association."

Complainant offers in evidence letter from C. E. Fulton, Secretary of the Chicago & Ohio River Committee, addressed to Mr. S. Frink, Chairman So. Frt. Ass'n., dated Chicago, April 3rd, 1902.

Which letter is in words and figures as follows, to-wit:

"Chicago, April 3rd, 1902.

In your reply please refer to File No. 955.

Exceptions to applications of Milwaukee rates on butter, cheese, etc., Ill. and Wis. points to C. & O. R. Committee territory.

Mr. S. Frink,
Chairman So. Frt. Ass'n.,
St. Louis.

Dear Sir: Answering your pencil letter 2nd inst., and returning correspondence attached to same, in relation to joint notice of northwestern lines effective Jan. 14th. This

is a matter now under correspondence with the Northwestern people in regard to several minor details and in a few days the tariffs promulgated from this office will be practically in line with the circular referred to, that is in so far as the exceptions named on page 2 are concerned. As a matter of fact the minimums of class and commodity rates specified by them on title page, their percentage proportion of the through rates now published betwen C. & O. R. Committee points allows them in nearly all cases in excess of these minimums and the only question to settle is the matter of their taking exception to applying Milwaukee rates on several of the commodities specified from points intermediate between Chicago and Milwaukee.

Very truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 33 of the Southern Freight Association."

Complainant offers in evidence letter dated Chicago, May 9th, 1902, to Mr. S. Frink, Chairman So. Frt. Ass'n., signed by C. E. Fulton, Secretary C. & O. R. Committee.

Which letter is in words and figures as follows, to-wit:

Chicago, May 9th, 1902.

In your reply please refer to File No. 955.

Exceptions to application of Milwaukee rates on butter, cheese, etc., from points intermediate betwen Milwaukee and Chicago.

Mr. S. Frink,
Chairman So. Frt. Ass'n.,
St. Louis.

Dear Sir: Please see my letter April 3rd. The representatives of Northwestern lines in conference with the C. & O. R. Committee lines yesterday, regarding the non-appli-

cation of Milwaukee rates from several points on western roads usually taking Milwaukee rates, unanimously adopted the following:

Resolved, That the C. & O. R. Committee tariffs naming points taking Milwaukee rates be modified in accordance with C. M. & St. P. Ry., C. & N. W. Ry., and W. C. Ry. joint notice effective Jan. 14th, 1902, to provide for the exceptions specified, same to read as follows:

'Exceptions: By request of the C. M. & St. P. Ry., C. & N. W. Ry., and W. C. Ry., Φ Milwaukee rates will not apply on shipments of butter; cheese; eggs; grain; grain products (except that on malt from Kenosha Milwaukee rates will apply); poultry, dressed, and potatoes, in any quantity, from stations marked thus Φ, destined to points named in this tariff or any point south of the Ohio River. Local rates will apply south of Chicago on the above named commodities coming from points prefixed thus Φ."

The foregoing will be taken care of in an amendment to the tariffs promulgated from this office and is furnished for your information.

Very truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 34 of the Southern Freight Association.

Complainant offers in evidence letter dated Chicago, April 17th, 1902, signed C. E. Fulton, Secretary, Chicago & Ohio River Committee, addressed to Mr. Seth Frink, Chairman So. Frt. Ass'n., Mr. J. M. Washburn, Chairman S. E. M. V. Ass'n., and Mr. S. P. Parrott, Chairman S. E. F. Ass'n.

Which letter is in words and figures as follows, to-wit:

"Chicago, April 17th, 1902.

Southern Lines publishing through rates from territory north of the Ohio River to southern points.

Mr. Seth Frink, Chairman, So. Frt. Ass'n., St. Louis; Mr. M. P. Washburn, Chairman, S. E. M. V. Ass'n., Louisville; Mr. S. F. Parrott, Chairman, S. E. F. Ass'n., Atlanta.

Gentlemen:—

From time to time the question comes up in the way of correspondence attached to claims, etc., referring to authority for rates from territory north of the Ohio River to the south where same are published by your respective associations and individual southern lines although changes in such rates may have been made by the initial lines and business moved before your publications were issued.

As a matter of fact the transportation companies north of the River do not in any of their individual issues nor do the various northern Associations, publish any through rates or show a basis for through rates on traffic from southern points to points north of the river, and the general opinion prevails that the same practice should exist on south-bound traffic. This has reference to where lines comprising your different Associations published in their tariffs through rates from Mississippi and Ohio River crossings to the south, providing also for the arbitraries from different sections of the country north of the Ohio River, in connection with which the C. & O. R. Committee published through rates from Indianapolis, Chicago and Milwaukee and points taking same rates to all territory south of the river, and the roads parties to our tariffs object to the division or basis of such rates being shown in your respective issues showing rates from Ohio and Mississippi River points. At our regular meeting yesterday the following was unanimously adopted:

Resolved, That the C. & O. R. Committee respectfully requests the withdrawal of such tariffs, with the statement

that if the southern roads, through their Chairman, will communicate their wishes as to the publication by the C. & O. R. Committee of any necessary tariffs, the matter shall receive prompt attention.

May I ask that you kindly give this matter your consideration and advise.

Yours very truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 35 of the Southern Freight Association."

Complainant offers in evidence letter dated Chicago, April 21st, 1902, addressed to Mr. Seth Frink, Chairman So. Frt. Ass'n., St. Louis, and signed by C. E. Fulton, Secretary Chicago & Ohio River Committee.

Which letter is in words and figures as follows, to-wit:

Chicago, April 21st, 1902

In your reply please refer to File No. 973. Southern lines publishing through rates from territory north of the Ohio River.

Mr. Seth, Frink,
Chairman, So. Frt. Ass'n., St. Louis,

Dear Sir: Answering yours 18th, in relation to my joint letter 18th not being sufficiently plain as to what is desired.

In connection with this matter would call attention to your tariffs 23-G which provide for through class and commodity rates from Chicago, Milwaukee, etc., to southern junction points east and west of the M. & O., and 20 V, which reproduces the issues of this office naming proportional rates between Chicago, Milwaukee and Ohio River crossings or southeastern territory. As all lines interested are furnished with the promulgations from this office, what is the necessity of reproducing the information in your

tariffs considering that the Southern Freight Ass'n. have no jurisdiction whatever over rates from Chicago and Ohio River Committee territory?

There are changes made, both advances and reductions, by the C. & O. R. lines which are not provided for promptly in your reductions and have not been issued by you when your tariff may be used for quoting a rate by a southern representative, and although the lines north of the river are not legally bound by such tariffs, they create more or less confusion and inconvenience in correspondence attached to claims, and it would seem that the rates embodied in your tariffs from points north of the Ohio River should be eliminated.

Very truly yours,

C. E. Fulton, Secretary."

Copy to Mr. M. P. Washburn, Mr. S. F. Parrott.

Above exhibit is marked "Complainant's Exhibit No. 36 of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter dated March 25th, 1903, from S. Frink, Chairman.

Which letter is in words and figures as follows, to-wit:

March 25th, 1903.

Dear Sir: I am requested by the Southeastern Mississippi Valley Association, file 2784, to submit the following rule for your individual concurrence.

Please favor me with it, or such objection as you may have to make.

Yours truly,

S. Frink, Chairman.

F.

'Race horses shall be handled on regular live-stock contract, and not exceeding one attendant will be passed free with each horse, with maximum free transportation for five

attendants to each car. All other attendants to pay full fare, and all persons carried with the stock at their own risk of personal injury from any cause whatever; the carrier assuming no responsibility for loss or injury to personal effects.'

Copy to H. M.,—R. A. C.,—J. F.—G. W. B.—E. B. L."

Above exhibit is marked "Complainant's Exhibit No. 37 of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter dated April 6th, 1903, from the Chairman to Mr. C. E. Fulton, Chairman, and Mr. J. F. Tucker, Chairman, Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

"April 6th, 1903.

Mr. C. E. Fulton, Chm.,
Mr. J. F. Tucker, Chm.,
Chicago, Ill.

Dear Sir: I presume you have received a communication, dated on or about March 24th, from Chairman Washburn, relative to passage of attendants with race horses, citing the following rule as being in effect by various lines, and the S. E. M. V. Association, and asking that it be put in effect by the lines north of the Ohio River, provided that a similar rule is put in effect by the express companies:

'Race horses shall be handled on regular live-stock contract, and not exceeding one attendant will be passed free with each horse, with maximum free transportation for five attendants to each car. All other attendants to pay full fare, and all persons carried with the stock at their own risk of personal injury from any cause whatever; the carrier assuming no responsibility for loss or injury to personal effects.'

Kindly advise me what action your lines propose on this subject. Yours truly,

F. Chairman."

Above exhibit is marked "Complainant's Exhibit No. 38 of the Southern Freight Association."

Complainant offers in evidence letter dated April 8th, 1903, from J. F. Tucker, Chairman, to Seth Frink, Chairman So. Frt. Ass'n.

Which letter is in words and figures as follows, to-wit:

"Chicago, April 8, 1903.
Please refer to File 10435.

Mr. Seth Frink, Chairman Southern Freight Association,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 6th inst., would advise that we informed Chairman Washburn that as there are through rates on race horses from points in C. F. A. territory to southern points, there would seem to be no necessity for adopting rule such as he suggests because any shipments from this territory to southern points will be based upon local rates to the Ohio River crossings plus locals therefrom, and the regulations governing local rates to the crossings are the ones to be observed by railroads in this territory.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit No. 39, of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter, dated August 29th, 1905, addressed to C. E. Fulton, Chairman Central Traffic Ass'n, Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

"August 29, 1905.

Mr. C. E. Fulton,
Chairman, Central Traffic Ass'n., Chicago, Ill.

Dear Sir: I am in receipt of your Rate Basis No. 14-GL and note on page 32 what appears to be a slip in the type under exceptions. For instance, see Manteno, Ill., group 1, exception F, on pages 40 and 41; there are no exceptions F under Ill. Cent., but there are under C. B. & Q., and it seems to me that the F should be opposite Maple Lake. So Maywood, Ind., on the Vandalia, exception A and Mason, Ill. The exception A was evidently meant to be opposite Mason on the A. T. & S. F., and G opposite the Big Four and so on down the line. I think it would be well to examine all of these exceptions in the new issue.

Will you kindly send me another copy of this Rate Basis and also advise if you will make correction.

Yours truly,

Chairman.

"H."

Above exhibit is marked "Complainant's Exhibit No. 40 of the Southern Freight Association."

Complainant offers in evidence letter dated Chicago, August 30th, 1905, from C. E. Fulton, Secretary, to S. Frink, Chairman So. Frt. Ass'n.

Which letter is in words and figures as follows, to-wit:

"Chicago, August 30th, 1905.

Mr. S. Frink, Chairman Southern Freight Association,
St. Louis, Mo.

Dear Sir: Replying to your favor of 29th inst., beg to advise that, through a typographical error, all the Exceptions shown on the first half of page 32 have been improp-

erly given. The letters in each case should be dropped just one line. Correction will be made accordingly, with the first Supplement issued.

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 41 of the Southern Freight Association."

Complainant offers in evidence copy of telegram, dated June 1st, 1905, from S. Frink, to C. E. Fulton, Chicago, Ill.

Which telegram is in words and figures as follows, to-wit:

"St. Louis, Mo., June 1, 1905.

To C. E. Fulton,

827 Monadnock Block, Chicago, Ill.

Do the reduced proportional rates Chicago to Ohio River Classes 1 to 6, thirty-five cent scale apply on traffic destined Carolinas north of Walhalla Line. Rush answer.

S. Frink."

Above exhibit is marked "Complainant's Exhibit No. 42 of the Southern Freight Association."

Complainant offers in evidence copy of telegram, dated June 1st, 1905, from C. E. Fulton to S. Frink.

Which telegram is in words and figures as follows, to-wit:

"1590. CH. U7. KM. 26 D. H.

T A-Chicago, Ill., June 1st, 1905. 1772

S. Frink,

St. Louis, Mo.

Your message. Reduced class rates apply to all points

south of states Kentucky and Virginia east of Illinois Central and Mobile and Ohio, thus including Carolinas.

C. E. Fulton.
2:12 P. M."

Above exhibit is marked "Complainant's Exhibit No. 43 of the Southern Freight Association.

Complainant offers in evidence carbon copy of a letter, dated May 5th, 1903, addressed to Mr. J. F. Tucker, Chairman, Chicago, and C. E. Fulton, Chairman, Chicago.

Which letter is in words and figures as follows, to-wit:

"May 5th, 1903.

Mr. J. F. Tucker,
Chm., Chicago.
Mr. C. E. Fulton,
Chm., Chicago.

Gentlemen: I quote you below my letter to Chairman Washburn, of April 25th, relative to rates on certain grain products to Memphis, Tenn. He advises that no objection is made to the advance as proposed, provided a like advance is made from points in the territory north of the Ohio and east of the Mississippi Rivers.

Can this be done?

'Our members desire to make the following changes in rates to Memphis, Tenn., provided like changes can be made from Ohio River crossings:

Flour in Bbls., C. L., per Bbl.....22 instead of 20
Flour in Half Bbls., C. L., per half barrel..11 instead of 10
Flour in sacks, C. L.....11 instead of 10
Oat Meal, Rolled Oats, Shredded Oats,
Oat Groats, Rolled Wheat, Cracked
Wheat, and Crushed Wheat, in
Straight or Mixed C. L.'s.....11 instead of 10

The reason for this proposed advance in rates is that Memphis combination to Southeastern territory will cut regularly published through rates 1c per 100 lbs., and it was not thought proper to charge a higher rate on flour than should be charged on the cereal food products mentioned in the last clause.' Yours truly,

Chairman."

Above exhibit is marked "Complainant's Exhibit No. 44 of the Southern Freight Association.

Complainant offers in evidence letter dated May 6th, 1903, from J. F. Tucker, Chairman to S. Frink, Chairman Southern Freight Association.

Which letter is in words and figures as follows, to-wit:

"Chicago, May 6th, 1903.
Please refer to File 10,633.

Mr. S. Frink, Chairman, Southern Freight Association,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 5th inst. relative to advanced rates on grain products to Memphis from points in Central Freight Association territory.

I think there is no doubt that the Central Freight Association roads will be glad to have the advanced rates made effective at as early a date as they take effect from the Ohio River Crossings, St. Louis, Chicago, etc. In fact, the roads in this territory are particularly anxious to obtain higher rates on this business.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit No. 45, of the Southern Freight Association."

Complainant offers in evidence letter dated May 13th, 1903, from C. E. Fulton, Chairman of the Mississippi Valley Freight Association to Seth Frink, Chairman of the Southern Freight Association.

Which letter is in words and figures as follows, to-wit:

"Chicago, May 13th, 1903.

In your reply please refer to File No. 642.
Proposed advance in rates on grain products to Memphis.

Mr. Seth Frink,
Chairman, Southern Freight Assn.,
St. Louis, Mo.

Dear Sir: Answering your joint letter May 5th to Chairman Tucker and myself regarding rates on certain grain products to Memphis, Tenn.

This advance of 1 cent per cwt. has been concurred in by lines in this Association, and new rates have been published in Supplement 6 to Tariff No. 7 which will be forwarded to-day, effective 28th inst. Yours truly,

C. E. Fulton, Chairman."

P. S. I trust our making this advance effective 28th inst. will be satisfactory to you, although this point should have been taken up with your office. Same was however overlooked in our anxiety to get out supplement. C. E. F."

Above exhibit is marked "Complainant's Exhibit No. 46 of the Southern Freight Association."

Complainant offers in evidence letter dated August 23rd, 1904, from C. E. Fulton, Secretary, to S. Frink, Chairman Southern Freight Association.

Which letter is in words and figures as follows, to-wit:

"Chicago, August 23, 1904.

In your reply please refer to File No.—
Proportional rates, Chicago to Ohio River crossings.

Mr. Seth Frink,
Chairman, Southern Freight Assn.,
St. Louis, Mo.

Dear Sir: With reference to your Through Freight Tariff 20 CC and succeeding supplements thereto.

It is noticed that the tariff in question is principally intended for through rates from St. Louis, Ohio River crossings, etc., to Southeastern territory, but you include therein bodily the issues of this Committee naming proportional rates between Milwaukee, Chicago, Indianapolis and Ohio River crossings on Southeastern traffic, in connection with which I would call your attention particularly to proportional rates applicable on holly branches, evergreens and mistletoe.

It would appear you have evidently incorporated the rates bodily from our S. E. Prop. Tariff No. 46, which within the last year or so has been succeeded by S. E. Prop. Rates Nos. 1 and 2, the latter being at present in effect, and which you will note makes no reference to any proportional rates on holly branches, evergreens and mistletoe, leaving Official or Southern Classification basis to apply, whichever makes lowest.

It seems to me that if you are going to an unnecessary expense in publishing these rates from Milwaukee, Chicago and Indianapolis to Ohio River crossings, that you should keep it up and in line promptly with any changes that are made. I think if you will take occasion to compare our present S. E. Prop. Tariff No. 2 you will find your issue has several proportional commodity rates that are really obsolete and wiped out some time ago. In view of every line interested and most of them being parties to the tariffs promulgated from this office naming proportional rates north

of the Ohio River, may I ask on what grounds you consider it necessary to republish in your tariff a repetition of rates that any and all roads interested already have, and are furnished promptly with changes, advances or reductions?

Considering the foregoing, I will appreciate your advices as to what in your opinion, or representatives of roads comprising the Southern Freight Association, deem it necessary that C. & O. R. Committee rates should be published in tariffs of your Association. Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 47 of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter dated November 14th, 1904, to Mr. C. E. Fulton, Chairman.

Which letter is in words and figures as follows, to-wit:

"Nov. 14th, 1904.

Mr. C. E. Fulton,
Chm., Chicago, Ill.

Dear Sir: The rate on Household goods, L. C. L., from Chicago to Cairo, when destined to the Southeast is 40 cents per 100 pounds, a commodity rate. A few years back, I believe, this rate was advanced from 23 cents or 25 cents, and based on this 40 cent rate the rate to Nashville as published by you is 52 cents, or 12 cents from Cairo.

Your Mississippi Valley Tariff No. 102 has no commodity rate, but the Class rate would be 25 cents Chicago to Paducah, and the through rate to Nashville would be 37 cents on traffic moving via that crossing.

Will you please take this matter up with a view to advancing the rate to Paducah on this specific commodity and advise me of the action taken? Yours truly,

Chairman.

H."

Above exhibit is marked "Complainant's Exhibit No. 48 of the Southern Freight Association."

Complainant offers in evidence letter dated Chicago, November 16th, 1904, addressed to Mr. Seth Frink, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, Nov. 16, 1904.

Rates on household goods L. C. L., Chicago to Nashville vs. based on combinations via Paducah.

Mr. Seth Frink,
Chairman, Southern Freight Assn.,
St. Louis, Mo.

Dear Sir: In response to yours of the 14th, calling attention to rates that may be made on household goods L. C. L,. for Nashville, using Paducah rates, resulting in less than published through rates from Chicago to Nashville.

Are you not in error in stating that the rate is 12 cents from Paducah to Nashville, in view of the fact that as far as I can ascertain rate is 23 cents, and while combination on Paducah would make 48 cents it is not permissible to so base, and the commodity in question is so rarely forwarded that it hardly seems possible for contracting or soliciting agents running around and calling attention to this combination to shippers.

The line directly interested in the handling of traffic Chicago to Paducah, i. e., the I. C. R. R., are not favorable towards making exceptions to the Southern Classification on household goods, L. C. L., Chicago to Paducah, in view of the fact that basis for through rates to Paducah are established differentials over Cairo and that traffic, either household goods or any other commodity, destined to Nashville, Chattanooga, Knoxville, Birmingham, etc., it would not be

permissible to use combination of Chicago to Paducah rates with locals south thereof, and it is so understood by each and every representative interested at different points north of the Ohio River.

By making an exception on household goods, L. C. L., it really calls attention to the fact that if it is permissible to use combination on Paducah, I think you can find it very easy to take all classes and commodities now in effect and publish from Chicago to many southeastern points a combination on Paducah, plus locals south thereof, that would result in less than through rates published from Chicago.

In view of this fact and household goods being so rarely forwarded, it hardly seems necessary to make special exception to the Southern Classification in rates Chicago to Paducah.

May I ask what condition brought about attention to combination referred to in your letter of the 14th?

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 49, of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter dated November 18th, 1904, from ....., Chairman, to C. E. Fulton, Chairman, Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

Nov. 18th, 1904.

Mr. C. E. Fulton,
Chm., Chicago, Ill.

Dear Sir: Replying to yours of Nov. 16th, without file number, in relation to rate on household goods, L. C. L., Chicago to Paducah, we have a commodity rate published from Paducah to Nashville of 12 cents per 100 pounds. The 23 cent rate you refer to is 4th class rate.

This question comes up from the fact that we are re-issuing our tariff from St. Louis and Chicago to N. C. & St. L. local stations, and we base our rates on Cairo, Paducah, Nashville, Huntsville and other Junctions, there being a commodity rate of 40 cents to Cairo, and no corresponding commodity rate to Paducah. We are compelled to use the Class rate to Paducah, which is much lower, and by establishing the Paducah combinations the lines North of the river would have to do considerable shrinking on business moving via Cairo. I notice that you state the Illinois Central are not favorable towards making exceptions to the Southern Classification Chicago to Paducah, in view of the fact that basis for through rates to Paducah are established differentials over Cairo. If this is the case, should not the commodity rates on household goods, L. C. L., be provided to Paducah at the established differential, whatever it is, over Cairo.

Yours truly,

Chairman."

Above exhibit is marked "Complainant's Exhibit No. 50, of the Southern Freight Association."

Complainant offers in evidence letter dated November 29th, 1904, from S. Frink, Chairman, to C. E. Fulton, Chairman, Chicago, Ill.

Which letters is in words and figures as follows, to-wit:

"Nov. 29th, 1904.

Mr. C. E. Fulton,
Chm., Chicago, Ill.

Dear Sir: Will you please refer to your letter of Nov. 16th, and give me reply to my letter of Nov. 18th, in regard to the rate on household goods, L. C. L., Chicago to Paducah.

Yours truly,

S. Frink, Chairman.

S. F. H.

This matter is up with the Ill. Cen. Will let you know promptly as possible.

C. E. F."

Above exhibit is marked "Complainant's Exhibit No. 51, of the Southern Freight Association.

Complainant offers in evidence letter dated Chicago, December 13th, 1904, from C. E. Fulton, Secretary, to Seth Frink, Chairman Southern Frt. Ass'n.

Which letter is in words and figures as follows, to-wit:

"Chicago, Dec. 13, 1904.

In your reply refer to File No. 1231.

Rates on household goods, L. C. L., Chicago to Nashville, vs. Combination on Paducah.

Mr. Seth Frink,
Chairman, Southern Frt. Ass'n.,
St. Louis, Mo.

Dear Sir: With further reference your two communications of November 14th and 18th.

The result of taking this matter up with the I. C. R. R. who are the particular parties interested so far as rates from Chicago to Paducah and Nashville are concerned, is following from General Freight Agent Keeper's office this morning:

'Some years ago, possibly as far back as seven years, we had this same matter under consideration and in accordance with position assumed by you. There is no regular movement of household goods and I cannot see that anything would be gained by advancing local rates to Paducah on this particular commodity. In fact we can make lower rates to points in the Southeast on many commodities by using Cairo combination subject to Illinois classification north thereof. Instructions that are current in this office are that rates to

points in the Southeast must be constructed on basis of regular C. & O. R. Committee arbitraries, irrespective of lower combinations being available by using Illinois Classification to Cairo, or local rates to Paducah.'

Considering the foregoing, I would not deem it advisable to make any exception to southern classification by providing for commodity rate at 1st class basis on household goods Chicago to Paducah. Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 52 of the Southern Freight Association."

Complainant offers in evidence carbon copy of letter, dated May 16th, 1905, from — — — Chairman, to C. C. Cameron, G. F. A. Illinois Central R. R., Memphis, Tenn.

Which letter is in words and figures as follows, to-wit:

"May 16, 1905.

Mr. C. C. Cameron,
G. F. A. Illinois Central R. R.,
Memphis, Tenn.

Dear Sir: Will you please wire me upon receipt of this letter ICC numbers for reissue of your V-621 and W-1150, and oblige, Yours truly,

H. Chairman."

Above exhibit is marked "Complainant's Exhibit No. 53 of the Southern Freight Asociation."

Complainant offers in evidence carbon copy of letter dated May 15th, 1905, from — — —, Chairman, addressed to C. E. Fulton, Chairman M. V. A., Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

"May 15, 1905.

Mr. C. E. Fulton,
Chairman M. V. A.,
Chicago, Ill.

Dear Sir: I have received a copy of your Chicago-Milwaukee Southeastern Division Sheet No. 1 showing reductions in the proportions Chicago and Milwaukee to the Ohio River crossings.

Will you please advise me if it is your intention to correct your Proportional Rates No. 2 showing those same reductions and when I may expect a copy.

Yours truly,

H. Chairman."

Above exhibit is marked "Complainant's Exhibit No. 54 of the Southern Freight Association."

Complainant offers in evidence copy of telegram dated May 16th, from S. Frink to C. E. Fulton, Chairman, Chicago, Ill.

Which telegram is in words and figures as follows, to-wit:

"St. Louis, May 16th, 1905.

Mr. C. E. Fulton,
Chairman, Chicago, Ill. 827 Monadnock Blk.

Please write me to-night in reply to my letter of the fifteenth Proportional rates from Chicago to Ohio River for Southeast.

S. Frink."

Above exhibit is marked "Complainant's Exhibit No. 55 of the Southern Freight Association."

Complainant offers in evidence letter dated May 16th, 1905, from C. E. Fulton, Secretary, to Mr. S. Frink, Chairman, So. Frt. Ass'n.

Which letter is in words and figures as follows, to-wit:

"Chicago, May 16, 1905.
In your reply refer to File No. 1268

Mr. S. Frink,
Chairman, So. Frt. Ass'n,
St. Louis, Mo.

Dear Sir: Referring to yours of the 15th. We are now at work revising our Tariffs Nos. 2 and 13 G. L., and expect to be able to send you copy of the former by first of coming week, 13 G. L. to follow perhaps a week later.

So far as the Division Sheet you received is concerned it will be noticed that this is intended to apply on all southeastern traffic so far as reduction in first six classes is concerned, and does not cover Green Line territory or junction points only.

Yours truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit No. 56, of the Southern Freight Association.

Complainant offers in evidence copy of telegram, dated May 17th, 1905, from S. Frink to C. E. Fulton, Chicago, Ill.

Which telegram is in words and figures as follows, to-wit:

"St. Louis, May 17, 1905.

Mr. C. E. Fulton,
827 Monadnock Blk., Chicago, Ill.

My Southeastern tariff will be issued twenty-second. Can my representative secure revised figures from Chicago in your office to-morrow?

S. Frink."

Aboxe exhibit is marked "Complainant's Exhibit No. 57, of the Southern Freight Association.

Complainant offers in evidence telegram, dated Chicago, May 17, from C. E. Fulton to S. Frink, St. Louis, Mo.

Which telegram is in words and figures as follows, to-wit:

"1108 ch sn Lw 34 dh 1806
Ta—Chicago, May 17
S. Frink, St. Louis, Mo.
Your message date will be glad to give your representative revised figures to-morrow, although our issue may not take effect until June first and be published as division sheet in lieu of proportional tariff.
C. E. Fulton. 210p."

Above exhibit is marked "Complainant's Exhibit No. 58, of the Southern Freight Association."

Mr. Watts: Defendant objects to each and every one of the exhibits produced by Mr. S. Frink, as incompetent, irrelevant, and immaterial.

The further hearing of testimony in this case is adjourned until to-morrow morning, Thursday, January 3rd, 1907, at half-past ten o'clock, a. m.

St. Louis, Jan. 3rd, 1907.

Met, pursuant to adjournment as above, on Thursday morning, January 3rd, 1907, at 10:30 a. m., in the office of the Special Commissioner, Roe Building, St. Louis, Mo.

Present, parties as before.

The following proceedings were had:

Complainant offers in evidence the following letters:

Letter dated Chicago, January 29th, 1900, addressed to R. M. Fraser, Chairman, and signed "C. E. Fulton, Secretary," as follows:

"Chicago, January 29th, 1900.
Please refer to File No. 823.

Mr. R. M. Fraser,
Chairman, St. Louis.

Dear Sir: Your favor 27th, file B-153. As requested, I take pleasure in sending you copy of our circular covered by file 823, regarding the filing of tariffs with the commission. Yours truly,

C. E. Fulton, Secretary."

Information Circular attached to letter, dated Chicago, January, 1900, as follows:

"Chicago, January —, 1900.

Tariffs issued by the Chicago & Ohio River Committee and filed with the Interstate Commerce Commission.

File No. 823.

. . . . . .

. . . . . .

. . . . . .

Dear Sir: For your information, and for the purpose of relieving your Tariff Department, I submit herewith copies of corespondence between this office and Auditor Smith of the Interstate Commerce Commission:

———x———

Chicago, Jan. 10th, 1900.

Mr. J. M. Smith,
Auditor, Inter-State Commerce Commission,
Washington.

Dear Sir: I have yours 5th inst. It does not occur to me that the first suggestion as outlined would be of any benefit to your office, and would certainly cause considerable inconvenience to this.

The second suggestion comes pretty near to what I believe will result satisfactorily to both of us, and I think pos-

sibly the plan as inaugurated by this office January 1st, still betters the situation.

You will observe from tariff Thro. Frt. Rates No. 41 attached, that it bears an I. C. C. number, and while promulgated from this office and distributed to shippers, connections and others interested as a matter of convenience and economy, it is the individual tariff of the roads represented thereon, and as it is filed with you by this office as notice from those roads, is not that all that is necessary?

In accordance with the foregoing, I would interpret from your letter that this tariff being filed with you for all roads represented thereon, it will not be necessary for an additional service on the part of each road named to file their concurrence and individual I. C. C. number. Representatives of roads named on the tariff individually direct me to file same with the Commission, giving the required 12 or 5 days' notice of changes in rates, and under these circumstances I do not understand that it will be necessary for such roads to again file the tariff under individual I. C. C. numbers. For the purpose of convenience to both your office and this, does not the attached tariff as it stands literally comply with all that is required?

Very truly,

(Sig.) C. E. Fulton,
Secretary.

———x———

Washington, January 15th, 1900.

Mr. C. E. Fulton,
Secretary Chicago & Ohio River Committee, Chicago,

Dear Sir:—

I am in receipt of your favor 10th inst. in reply to my letter of the 5th, relative to schedules published by your Committee, and with which you enclose copy of Through Freight Rates No. 41, I. C. C. No. 52.

From your letter I infer that you wish to adopt method No. 2 suggested in my letter January 5th, and that it is the desire of all carriers members of your Committee that tariffs of rates, fares and charges in force from their stations shall be published by your Committee and filed with this Commission in their behalf, giving the Commisson legal notce of all changes in rates, resulting from such publications.

Such method will be satisfactory to the Commission, providing the roads members of your Committee file a letter here stating that Mr. C. E. Fulton, Secretary of the Chicago & Ohio River Committee, is authorized to publish and file tariffs on their behalf and that tariffs so published and filed will be their tarifs. Herewith I enclose a form of general concurrence, and beg to request that a copy thereof be furnished to each one of the carriers members of Committee with instructions that same be filed, after signature, with the Commission.

Upon receipt of such general concurrence, duly signed, it will not be necessary for the lines so filing to file copies of the tariffs published and filed by you, nor certificates of concurrence in each individual issue in which they are named as parties. Respectfuly yours,

(Sig.) J. M. Smith, Auditor.

———x———

(Sample.)

CHICAGO & EASTERN ILLINOIS RAILROAD.

Chicago, Ill.....1900.

To the Interstate Commerce Commission,
Washington, D. C.,

This is to certify that the Chicago & Eastern Illinois Railroad Company assents to and concurs in all Tariffs, Supplements, Amendments, Circulars or other documents governing freight charges from or to stations on said rail-

road which may hereafter be published and filed by the Secretary of the Chicago & Ohio River Committee, and which said Tariffs, Supplments, Amendments, Circulars or other documents to which the said Chicago & Eastern Illinois Railroad Company is named as a party may be accepted by the Interstate Commerce Commission as filed in behalf of the said Chicago & Eastern Illinois Railroad Company, except in cases where the said Chicago & Eastern Illinois Railroad Company shall give the Commission notice to the contrary.

———x———

In accordance with the foregoing, will you kindly advise the Interstate Commerce Commission, *sending to this office a copy of same for file and future reference.*

Very truly,

C. E. Fulton,
Secretary."

Letter dated January 27, 1900, addressed to Mr. C. E. Fulton, Secretary C. & O. R. Committee, Chicago, Ill., presumably from Mr. R. M. Fraser, but which is unsigned; as follows:

"Jan. 27, 1900.
B-153.

Mr. C. E. Fulton, Sec'y. C. & O. R. Committee, Chicago, Ill.

Dear Sir:—Will you kindly send me, by return mail, a copy of your Circular Letter, dated Jan. 22nd, subject, Tariffs issued by the C. & O. R. Committee and filed with the Interstate Commerce Commission, file 823. I desire this for my personal information.

Yours truly,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 596."

Complainant offers in evidence letter dated St. Louis, Mo., Feb. 2nd, 1900, addressed to the St. Louis-Cincinnati-Louisville Freight Committee, signed "R. M. Fraser, Chairman."

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 2, 1900.
Files B-6-53-80 & 185.

To the Freight Committee:

Gentlemen:—I am in receipt of letter from a member calling attention to C. & O. R. Committee Tariff No. 41, rate on Car Wheels; New, (Iron or Paper) and Axles, 10 cents per 100 lbs., between Chicago, Cincinnati, etc., requesting that vote of this Committee be taken on proposition to make same rates apply between East St. Louis, Cincinnati and Louisville.

In view of the fact that Joint Tariff I. C. C. B-20 is now in the hands of the Printer, and believing that the Individual Roads would favor making rate, I assumed the responsibility of including the rate in Tariff No. 20. I have also changed rate on Oil, Cotton-seed to 12 cents, and included under the heading, *Soap Stock;* Grease (including Garbage Grease); Cotton-seed Foots and Settlings 10 cents, in line with C. & O. R. Committee Supplement No. 1 to Tariff No. 41.

I have also revised our Packing-house list, making it to include same articles as C. & O. R. Committee Supplement.

I trust that my action in making these changes, additions, etc., will meet with your approval.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 597."

Complainant offers in evidence letter dated Feb. 26th, 1900, addressed to J. F. Tucker, Chairman C. F. A.—being an unsigned carbon copy; also letter dated Chicago, Feb. 24, 1900, addressed to Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, and signed "J. F. Tucker, Chairman."

Which letters are in words and figures as folows, to-wit:

Chicago, February 24, 1904.

Mr. R. M. Fraser,
Chairman St. Louis East-bound Freight Committee,
St. Louis, Mo.,

Dear Sir:—Please advise present rate on staves and heading, in carloads, from East St. Louis, Ill., to Cincinnati, Ohio, and if it is contemplated to make any change thereon in the near future.

Yours very truly,

J. F. Tucker, Chairman."

"Feb. 26, 1900.
B-52.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 24th. By reference to this Committee's tariff No. B-20, effective Feb. 15th, you will see that the rate on Lumber, etc. (including Staves and Heading) is 9 cents per 100 lbs., East St. Louis to Cincinnati, and I am not aware of any change being contemplated

If this answer is not satisfactory, or you desire any further information on the subject please write me so that I may receive letter care of Grand Hotel, Cincinnati, 28th inst., A. M. in time for our regular monthly meeting.

Respectfully,

Chairman."

The above letter has the following notation in ink at the bottom: "No answer recd. at Cinti. 28th therefore presume my reply satisfactory.

File. 3-1-1900."

Above exhibit is marked "Complainant's Exhibit Fraser No. 598."

Complainant offers in evidence letter dated Chicago, Jan. 31, 1900, addressed to Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, and signed "J. F. Tucker, Chairman;" carbon copy of letter dated Feb. 5th, 1900, addressed to Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill., unsigned, but presumably from Mr. R. M. Fraser; also unsigned copy of letter addressed to Mr. J. F. Tucker, Chairman C. F. A., dated March 3rd.

Which letters are in words and figures as following, to-wit:

Jan. 31, 1900.

Please refer to File E-698.

Mr. R. M. Fraser,

Chairman St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—At present we find there is in effect from Cincinnati and Louisville to East St. Louis rate of 17 cents on whiskey in wood.

Because of this fact application was filed by the Terre Haute Committee for a similar rate from that point. The information is that the rate from Cincinnati and Louisville to East St. Louis should if possible be advanced so as to render unnnecessary any reducton from Terre Haute.

Will you kindly submit to the Cincinnati-Louisville-St. Louis Committee the question of cancelling said rate. We would like to have this point settled at the earliest moment

possible, so as to be enabled to dispose of the Terre Haute application without delay.

Yours very truly,

J. F. Tucker, Chairman."

"Feb. 5, 1900.
B-116.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours Jan. 31st, file E-698. The rate on Whiskey, between East St. Louis, Cincinnati and Louisville was under consideration at the January, February, March, April, May, November and December, 1899, meetings as you will see by reference to proceedings of this Committee. I have no reason to believe that there will be any change made in the near future. I will, howver, put your letter on the docket for consideration at the next meting, which will, no doubt, be held in Cincinnati, February 28th.

Respectfully,

Chairman."

"March 3, 1900.
B-116.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours Jan 31st, file E-698, was considered at meeting Feb. 28th, and the following resolution adopted:

Resolved: That it is impracticable to make any change at this time, in the rate on Whiskey, Louisville and Cincinnati to East St. Louis, and that Charman Tucker be advised accordingtly.

Respectfuly,

Chairman."

Above exhibit, consisting of three pages, is marked "Complainant's Exhibit Fraser No. 599."

Complainant offers in evidence letter dated Chicago, March 1st, 1900, addressed to Mr. R. M. Fraser, Chairman St. L. C. & L. Frt. Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, towit:

"Chicago, March 1st, 1900.

Class and commodity rates betweeen East St. Louis and Ohio River crossings vs. Chicago & Ohio River crossings.
Mr. R. M. Fraser, Chairman St. L. C. & L. Frt. Com., St. Louis.

Dear Sir:—I have your two favors 27th ultimo, file B-205, with attached thereto printer's proof of tariff which should have become effective March 12th. Our reason for leaving grease and tallow in the commodity list taking packing-house product rates is to provide for rate between Chicago and Indianapolis and Indianapolis and Ohio River crossings. As to rate of 8 cts. north-bound on flour spar: While the minimum was advanced to 40,000 lbs., it was very emphatically stated that the rate could not be advanced to 93.33 per cent of 6th class basis.

In looking over your proof, I notice a few omissions: Flax, in bales, O. R. fire and water, C. L., should provide for a minimum of 20,000 lbs. Glucose and Grape Sugar should read, C. L. 30,000 lbs. minimum. Kaolin, C. L., should read in bulk with minimum of 40,000 lbs. Our rate on peaches C. L. between Chicago and the River is 34 cents, while you provide for 40 cents, and the action of the conference resulted in a decision that no change could be made in the rate between Chicago and the Ohio River; I presume therefore you will want to reduce your figures to the same between East St. Louis and Ohio River points. Rope, in coils or packages, O. R. C., C. L., should read minimum 30,000 lbs. Presume you will eliminate cotton-seed cake,

hulls and meal from list of articles taking grain product rates and restore same to classification basis.

Very truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 600."

Complainant offers in evidence letter dated Chicago, February 23rd, 1900, addressed to Mr. R. M. Fraser, Chairman, St. L.-C.-&-L. Frt. Committee, and signed by C. E. Fulton, Secretary, in relation to Joint Conference at Indianapolis.

Above exhibit is in words and figures as follows, to-wit:

Chicago, Feb. 23rd, 1900.

Mr. R. M. Fraser, Chairman St. L. C. & L. Frt. Com., St. Louis.

Dear Sir:—I enclose you herewith proof of Chicago & Ohio River Committee proceedings, as also of the Joint Conference held at Indianapolis 21st inst. that is in the shape they have gone to the printers. Won't you kindly go over same promptly and advise me by wire if your memorandum of the various changes differs any from my record.

Would call your attention to page 11, Subject 376. I have notified Genl. Frt. Agent Campbell of the action taken as to the 10 cent rate on manufactured iron New Albany to Chicago, petitioning him, with the B. & O. S. W., to cancel their rates to East St. Louis. Can you not join forces with me and take the matter up with him in such a way that for the purpose of maintaining rates in other directions he will be willing to withdraw this rate?

In accordance with resolution on page 15 we are today reissuing our tariffs, expecting to send them to the printers

tomorrow morning, with the understanding that they will be out effective March 12th.

Very truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 601.

Complainant offers in evidence letter dated Union Station, St. Louis, Mo., March 9, 1900, to the St. Louis-Cincinnati-Louisville Freight Committee, signed R. M. Fraser, Chairman, being a circular letter.

Which letter is in words and figures as follows, to-wt:

"St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., March 9, 1900.
File: B-9 B-1903.

To the Freight Committee:

Gentlemen:—This is to advise that Individual Tariffs have been issued as follows:

Louisville, Henderson & St. Louis Railway.

Tariff No. A-272, I. C. C. No. 79, issued Feb. 16th, effective Feb. 21st, 1900, rate $22.00 per car (including $1.00 per car switching, Madison to East St. Louis, and $1.00 per car at Louisville) on Empty Barrels, carloads, East St. Louis to Louisville, Ky.

Louisville, Henderson & St. Louis Railway.

Tariff A-274, I. C. C. No. 81, issued Feb. 22nd, effective Feb. 27th, 1900, rate 7 cts. per 100 lbs., on Tobacco Stems, in Bales, carloads, minimum 30,000 lbs., East St. Louis to Louisville, Ky.

In view of the above, please let me have your vote, as

to whether I shall amend Joint Freight Tariff I. C. C. No. B-21, naming rate of $22.00 per car on Empty Barrels, C. L., also rates of 7 cts. per 100 lbs. on Tobacco Stems, in bales, C. L. minimum 30,000 lbs, from *East St. Louis to Louisville, only,* or do you desire Tariff amended, making rate apply *between East St. Louis, Cincinnati, Louisville, New Albany, Jeffersonville, etc.*

Please be specific in your reply. If the vote on either or both of the foregoing propositions, stands two-thirds in the affirmative, I will issue amendment to the Tariff, effective on legal notice.

Your prompt reply is requested.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 602."

Complainant offers in evidence circular letter dated Chicago, March 20, 1900, addressed to the General Freight Agents, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, March 20, 1900.

I. C. C., Advice No. 100.

To the General Freight Agents,

Gentlemen: According to advices received from Washington, D. C., the following tariffs have been filed with the Interstate Commerce Commission:

C. H. & D. Ry., 2908, effective Mar. 13, 1900, new railway cars.

From Dayton, Ohio to	Private Parlor, Dining, Sleeping.	Passenger.	Baggage, Mail, Express.	Box, Caboose, Flat, Gondola, Platform, Tank.
Detroit and Kalamazoo	$15.90	$13.25	$10.60	$ 7.95
Bay City, (via M. C.)	18.00	15.00		9.00

C. H. & D. Ry., J. F. T. 2900, effective Mar. 12, 1900, on new railway cars:

From Dayton, Ohio to	Private Parlor, Dining, Sleeping.	Passenger.	Baggage, Mail, Express.	Box, Caboose, Flat, Gondola, Platform, Tank.
Chicago, Ill.	$15.90	$13.25	$10.60	$ 7.95
E. St. L., Ill.	22.38	18.65	14.92	10.41
Peoria, Ill....	19.26	16.02	12.84	9.63

From Jeffersonville to East St. Louis, Ill.	Private Parlor, Dining, Sleeping.	Passenger.	Baggage, Mail, Express.	Box and 8-Wheel Caboose.	Flat, Gondola, Platform, 4-Wheel Caboose.
Indianapolis, Ind. ...	7.98	6.65		5.32	3.99
E. St. L. Ill. (267 miles)	$32.04	$26.70	$21.36	$16.02	$10.68

Switching charges as follows, to be deducted before prorating:

On passenger cars, $1.00 per car.
On freight cars, .50 per car.

Messengers in charge of passenger equipment will be carried free.

C. B. & Q. R. R., G. F. O. 3698, effective Mar. 15, 1900, stoneware, 24,000 lbs., Macomb, Ill., to Martinsville, Ind. (Big Four), 15 cents per 100 lbs.

Can. Pac. Ry. E. D. 485, effective Mar. 16, 1900, wood pulp, 30,000 lbs., Sault Ste. Marie to Ithaca, 25 cts. per 100 lbs. (N. Y. C. and D. L. & W.)

L. H. & St. L. Ry. A-283, effective Mar. 18, 1900, fire brick and fire clay, 40,000 lbs., East St. Louis to Louisville, 6 cents per 100 lbs.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 603."

Complainant offers in evidence Circular Letter, addressed to the members of the St. Louis-Cincinnati-Louisville Freight Committee, dated St. Louis, March 5th, 1900, and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., March 5, 1900.
File 36.

To the Freight Committee:

Gentlemen:—I give below copy of letter dated 3rd inst.:

'Dear Sir:—Referring to proceedings of Committee meeting at Grand Hotel, Feb. 28th, in which is given a list of

additions, changes, etc., agreed upon at Conference Meeting, held at Indianapolis on the 21st ult., and which covers minimum carload weight on Pig Lead and Spelter of 40,000 lbs. effective March 15th.

It is called to our attention by the St. Louis shippers, that it is impracticable for them to at all times make shipments of this minimum, from the fact that the commercial carload of Pig Lead and Spelter is from 30,000 to 33,000, and it is claimed that if the 40,000 lbs., minimum is carried, it wil work a serious hardship to Pig Lead and Spelter dealers, and they ask therefore that the minimum be maintained on basis of the Official Classification.

Feeling that their contention in this regard is based upon sound reasoning, I would request that you submit the matter by letter to vote of members of the Committee, and if favorable action, looking towards a restoration to classification basis is secured, that change be made effective on legal notice.'

Please let me have your views on the proposition.

If two-thirds of the roads, members of this Committee. vote in the affirmative, I. C. C. No. B-21, effective March 15th, will be amended, making Pig Lead and Spelter, minimum weight, as per Official Class'n.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

This letter contains the following notation: "Mr. R. M. F. We are in favor of holding minimum weight of Pig Lead and Spelter to basis of 30,000 lbs. per car as authorized by Official Classification. W. J. Scott, D. F. A. S. 3-6-00."

Above exhibit is marked "Complainant's Exhibit Fraser No. 604."

Complainant offers in evidence circular letter addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, dated March 30th, 1900, signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 30, 1900.
File B-88.

To the Freight Committee:

Gentlemen:—This is to advise that Individual Tariff has been issued as follows:

Louisville, Henderson & St. Louis Railway.

Tariff No. A-286, effective March 29th, 1900, rate of 6 cts. per 100 lbs., on Spent Tan Bark, C. L., 30,000 lbs. minimum, from Louisville, Ky., to East St. Louis, Ill.

In view of the above, please let me have your vote, as to whether I shall amend Joint Freight Tariff, naming rate in accord with the above, from and to the same point, or do you desire Tariff amended, making the rate apply *between East St. Louis, Cincinnati, Louisville, New Albany, Jeffersonville, etc.?*

Please be specific in your reply.

If the vote stands two-thirds in the affirmative, I will issue Amendment to the Tariff, effective on legal notice.

Your prompt reply is requested.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 605."

Complainant offers in evidence letter addressed to members of the St. Louis-Cincinnatti-Louisville Freight Committee, dated St. Louis, Mo., July 5th, 1900, signed R. M. Fraser, Chairman; also letter addressed to members of the Freight Committee dated St. Louis, July 13th, 1900, and signed R. M. Fraser, Chairman; and letter addressed to members of the Freight Committee, dated December 6th, 1900, and signed R. M. Fraser, Chairman.

Which letters are in words and figures as follows to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., July 5, 1900.
File B-53.

To the Freight Committee:

Gentlemen:—Referring to proceedings of June 27th, page 4, "*Rates on Packing-house Products.*"

As instructed, the subject was taken up with Chairman Tucker and Secretary Fulton. Replies were received to the effect that they were not aware of any irregularities in the rates on this traffic, but stated, that if the Western Roads had not been adhering to tariff rates, they would undoubtedly do so, commencing with July 1st.

This information was communicated to G. F. A. Campbell, June 29th, who states that he would await developments and notify me before taking any action.

In accordance with the above, I am today in receipt of communication from G. F. A. Campbell, as follows:

'Referring to question brought up at last meeting of the St. Louis-Cincinnati-Louisville Freight Committee, relative to rate on Packing-house Products from Mississippi River to Louisville, at which meeting I stated that conces-

sions were being offered by lines through Upper Mississippi River Gateways, and that if conditions did not improve by July 1st, I would take independent action and make 10 cent rate from East St. Louis to Louisville.

Beg to advise you, that I learn there has been no improvement in the situation through Upper Mississippi River Crossings, there being a concession of 2 cents per 100 lbs. made, at the present time, from Upper Mississippi River, therefore, effective on Legal Notice, we will make the 10 cent rate applicable from East St. Louis to Louisville and Cincinnati.

Please give all lines notice accordingly.

It was understood at the meeting of the Committee that before taking this action I should give such notice.'

Since receipt of the foregoing letter I am further advised by the L. E. & St. L. C. R. R. that they have today issued Supplement No. — to Tariff I. C. C. No. 656, naming rate of 10 cts. per 100 lbs. on Packing-house Products and Provisions, C. L., minimum 28,000 lbs., and on Fertilizer C. L., minimum weight as per Official Class'n *between* East St. Louis, Cincinnati, Louisville, etc.

Will you kindly advise whether you desire an amendment issued to Joint Freight Tariff I. C. C. No. B-22, establishing rate of 10 cents per 100 lbs. on Packing-house Products and Provisions, C. L., minimum 28,000 lbs., and on Fertilizer C. L. minimum weight as per Official Class'n., *between* East St. Louis, Cincinnati, Louisville, etc.

If two-thirds of the members vote in the affirmative, an Amendment will be issued, effective on Legal Notice.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

"St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., July 13, 1900.

File B-53.

To the Freight Committee:

Gentlemen:—Referring to Circular Letter July 5th, regarding publishing rate of 10 cts. per 100 lbs., on Packing-house Products and Fertilizer, in this Committee's Joint Freight Tariff No. B-22, between East St. Louis, Cincinnati, Louisville, etc.

This is to advise, that as two-thirds of the members did not vote in the affirmative, the proposition is declared lost and Amendment to this Committee's Tariff *will not be* issued.

This for your information.

Yours truly,

R. M. Fraser, Chairman."

"St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Dec. 6, 1900.

File B-131.

To the Freight Committee:

Gentlemen:—At meeting 29th ult. it was

'Resolved, that all roads members of this Committee, having in effect tariffs naming unauthorized rates on various Commodities, between points under the jurisdiction of this Committee, withdraw same effective Jan. 1st, 1901.'

It was suggested that as members have individually advised that all unauthorized tariffs will be cancelled effective Jan. 1st, 1901, the Chairman send to each member a list of said tariffs, of which he has a record, it being understood that *all unauthorized Tariffs* are to be cancelled, although they may not be mentioned in the following list:

Brick, Fire and Clay.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, effective September 26th, 1900.

Brick, Fire.

L. H. & St. L. Tariff A-279, I. C. C. 85, March 14, 1900.

Iron, Bar, Beams, Plate and Steel Plates.

B. & O. S. W. Special Tariff, B-176, I. C. C. 2615, Aug. 30, 1900.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 26, 1900.

L. H. & St. L. Tariff A-280, I. C. C. 86, March 14, 1900.

L. H. & St. L. Tariff A-281, I. C. C. 87, March 15, 1900.

Iron and Steel Manufactured Articles.

B. & O. S. W. Special Tariff, B-176, I. C. C. 2615, Aug. 30, 1900.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 26, 1900.

L. H. & St. L. Tariff A-315, I. C. C. 120, July 21, 1900.

Packing-house Products, Provisions and Fertilizer.

B. & O. S. W. Special Tariff, B-160, I. C. C. 2589, July 10, 1900.

C. C. C. & St. L. Joint Frt. Tariff, X-2428, I. C. C. 1467, Aug. 4, 1900.

L. E. & St. L. C. Supplement 06 to I. C. C. 656 Sept. 26, 1900.

L. H. & St. L. Tariff A-315, I. C. C. 120 July 21, 1900.

T. H. & I. Supplement 9 to Joint Frt. Tariff 1735, Aug. 31, 1900.

T. St. L. & K. C. Amendment 7 to I. C. C. 813, July 12, 1900.

Tobacco, Manufactured.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 26, 1900.

Tobacco, Plug.

B. & O. S. W. Special Tariff, B-177, I. C. C. 2618, Sept. 5, 1900.

L. H. & St. L. Tariff, A-320, I. C. C. 124, Aug. 9, 1900.

Wire, Barbed.

L. H. & St. L. Tariff, A-325, I. C. C. 129, Oct. 20, 1900.

Please do not fail to take action in line with the above resolution, etc., and send me a copy of your cancellation notice.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit, consisting of three letters, is marked "Complainant's Exhibit Fraser No. 606."

Complainant offers in evidence letter dated St. Louis, Mo., Aug. 13th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and signed "R. M. Fraser, Chairman."

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Aug. 13, 1900.
File B-196.

To the Freight Committee,

Gentlemen:—Referring to Circular Letteer 2nd inst., regarding Exhibits for the American Hereford Cattle Breeders' and National Shorthorn Breeders' Associations, to be held in Kansas City, Mo., Oct. 16th to 26th inclusive, also Annual Horse Show, to be held in that city, Oct. 22nd to 27th inclusive.

The vote on the proposition resulted as follows:

That on all exhibits forwarded from Cincinnati, Louis-

ville, New Albany, Jeffersonville, etc., via East St. Louis, to the joint exhibition of the American Hereford Cattle Breeders' Ass'n. and National Shorthorn Breeders' Ass'n., to be held at Kansas City, from October 16th to 26th, 1900, inclusive, full tariff rates will be charged to East St. Louis, and such exhibits (excepting horses and mules), if unsold and reshipped from Kansas City within thirty (30) days after the close of the said Exhibition, may be returned free, at owner's risk, to the original forwarded at the original point of shipment by the Railway Companies, members of the St. Louis-Cincinnati-Louisville Freight Committee, which carried the same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate, signed by the proper officers of the Exhibition mentioned, to the effect that the shipments are unsold exhibits which have paid full tariff rates one way, such certificates to be attached to the manifest of each shipment.

Full tariff rates will be charged in both directions on Horses and Mules, for exhibition at Annual Horse Show, Oct. 22nd to 27th inclusive.

Yours truly,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 607."

Complainant offers in evidence letter dated Chicago, June 21st, 1900, addressed to R. M. Fraser, Chairman St. Louis East-bound Freight Committee, signed by J. F. Tucker, Chairman. Also letter dated Chicago, June 20, 1900, in reference to government rates, addressed to the General Freight Agents, and signed by J. F. Tucker, Chairman. Also unsigned copy of letter dated June 20, 1900, addressed to Mr. J. F. Tucker, Chairman C. F. A., presumably from R. M. Fraser, to which is also attached a circular letter, on

the letter-head of the St. Louis-Cincinnati-Louisville Freight Committee, dated St. Louis, Mo., May 7th, 1900, addressed to members of the freight Committee, which letter in turn contains Special Orders No. 72 of the Army, signed "H. C. Corbin, Adjutant General."

Which letters are in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 21, 1900.

Please refer to File F-134.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—In reply to your favor of 20th inst. File B-222, herewith please find copy of Advice Letter F-283 regarding action of the Central Freight Association with relation to the routing of freight by the war department to be settled for on short line distance.

Yours very truly,

J. F. Tucker, Chairman."

Enclosure:

"CENTRAL FREIGHT ASSOCIATION.

8th Floor Monadnock Block.

Chicago, June 20, 1900.

Subject. Disposition of Question: Is the War Department authorized to issue transportation requests and bills of lading between given points via any routes selling tickets and moving freight between such points, at the short line rates; settlement to be made at the lowest net cash rate?

Advice Letter—No. F-283.

To the General Freight Agents:

Gentlemen:—Referring to Advice Letter No. F-134, dated May 8, 1900, containing the following query made by

Mr. J. B. Bellinger, Major and Quartermaster, U. S. V., Recorder of the Board:

Question: Is the War Department authorized to issue transportation requests and bills of lading between given points via any routes selling tickets and moving freight between such points, at the short line rates; settlement to be made at the lowest net cash rates?

(This applies only in cases of competition with 50% land grant roads, and does not involve competition with free land grant and bond-aided roads.)

At meeting of the Central Freight Association on the 14th instant, it was unanimously decided that the following reply made by this office to Quartermaster Bellinger is correct, and in accordance with the wishes of all roads interested:

'The proper representatives of the individual roads members of this Committee request me to advise that so far as transportation over their lines is concerned, bills of lading should be issued only on basis of their established tariffs, at Washington, or individual quotations of representatives of the St. L.-Cin.-Louisville Frt. Com. roads, and that individual bids will only apply via the routes which are named in connection with such quotations.'

Yours very truly,

J. F. Tucker, Chairman."

"June 20, 1900.
B-222.

Mr. J. F. Tucker,
Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring to your advice letter of May 8th, No. F-134, regarding routing of freight by the War Department, U. S. A., via various routes to be settled for on short line distance.

This subject was considered by the St. Louis-Cincinnati-

Louisville Freight Committee at their meeting held 23rd ult., and laid over pending action of the Central Freight Ass'n. Will you, therefore, kindly give me the decision reached by the C. F. A. at their meeting 13th, not later than Wednesday A. M., 27th, as I have a meeting called for that date. Awaiting your reply, I am,

Yours truly,

Chairman."

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 7, 1900.
File B-222.

To the Members of the Freight Committee:

Gentlemen:—I am in receipt of the following letter from Major J. B. Bellinger, U. S. V., Washington, D. C., with a copy of order No. 72, which I submit for your information, so that subject may be duly considered and disposed of at the next regular meeting of the Committee.

'Sir:—The Board of Officers convened by Paragraph 13, Special Order No. 72, dated Headquarters of the Army, Washington, March 27, 1900, for the purpose of considering and reporting upon the preparation and payment of transportation vouchers by officers of the Quartermaster's Department, with a view to improving the present system relating to these matters, would be pleased to have you submit the following question to the heads of the Traffic Department of the lines which are members of your association; also to the outside lines operating within the territory of your Association, and advise it promptly by a general circular or letter.

Question: Is the War Department authorized to issue transportation requests and bills of lading between given points via any routes selling tickets and moving freight

between such points, at the short line rates; settlement to be made at the lowest net cash rate?

This applies only in cases of competition with 50% land grant roads, and does not involve competition with free land grant and bond-aided roads.

A copy of the order convening the Board is herewith enclosed, and the information requested is desired with a view of avoiding any delay, arising in the settlement of accounts, due to mistakes being made in the routing by inexperienced officers.'

'Special Orders, No. 72.

Headquarters of the Army, Adjutant General's Office, Washington, March 27, 1900.

Extract.

13. By direction of the Secretary of War, a board of officers, to consist of:

Colonel Amos S. Kimbal, assistant quartermaster general U. S. Army;

Lieutenant Colonel Charles R. Barnett, deputy quartermaster general of the U. S. Army;

Major John S. Bellinger, quartermaster U. S. Volunteers;

Is appointed to meet in this city April 5, 1900, or as soon thereafter as practicable at the call of the president of the board, for the purpose of considering and reporting upon the subjects relating to the transfer and disbursement of public funds, the rendition of accounts therefor, and the preparation and payment of transportation vouchers by officers of the Quartermaster's Department, with a view to improve the present system relating to these matters.

Upon the final adjournment of the board, Colonel Kimball, and Lieutenant Colonel Barnett, will return to their proper stations. The travel enjoined is necessary for the public service.

By command of Major General Miles.
Official Copy, A. G. O.
H. C. Corbin, Adjutant General."

Above exhibit, consisting of four pages, is marked "Complainant's Exhibit Fraser No. 608."

Complainant offers in evidence letter dated St. Louis, Mo., February 10th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 10, 1900.
File B-63.

To the Freight Committee,

Gentlemen:—This is to advise that Individual Tariffs have been issued as follows:

Baltimore & Ohio Southwestern Railroad Company.

Tariff No. B-83, Series 1900, I. C. C. 2466, issued February 3, effective February 8, 1900, rate 10 cts. per 100 lbs. on Bar Iron, C. L. Minimum Weight, Official Class'n., from New Albany, Ind., to East St. Louis, Illinois.

Louisville, Evansville & St. Louis Consolidated Railroad

Supplement No. 01 to Tariff I. C. C. No. 614, issued February 9, effective February 15, 1900, rate 10 cts, per 100 lbs. on Bar or Plate Iron, C. L., Minimum Weight 30,000 lbs., from Louisville, Ky., New Albany and Jeffersonville, Ind., to East St. Louis, Ill.

In view of the above, please let me have your vote, as to whether I shall amend Joint Tariff I. C. C. No. B-20, naming rate of 10 cts. per 100 lbs. on Bar or Plate Iron, C. L., Minimum Weight 30,000 lbs., *from Louisville, Ky., New*

Albany and Jeffersonville, Ind., to East St. Louis, only, or do you desire Tariff amended, making rate apply *between East St. Louis, Cincinnati, Louisville, New Albany, Jeffersonville, etc.*

Please be specific in your reply. If the vote on either of the foregoing propositions, stands two-thirds in the affirmative, I will issue amendment to the Tariff, effective on legal notice.

Your prompt reply is requested.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 609."

Complainant offers in evidence letter dated St. Louis, Mo., October 12th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Commitee, and signed "R. M. Fraser, Chairman." Also letter dated October 5th, 1900, to the same, and also signed by R. M. Fraser, Chairman.

Which letters are in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 12, 1900.

File B-49.

To the Freight Committee:

Gentlemen:—Referring to Circular Letter B-49, issued Oct. 5th, 1900, regarding proposition to establish proportional rate of 10 cts. per 100 lbs. on Hay, C. L., 20,000 lbs. minimum, from East St. Louis to Louisville and Cincinnati.

This is to advise, that as a majority of the Committee

voted in the negative, the proposition is declared lost and Amendment will not be issued to the Tariff.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

"St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 5, 1900.

File B-49.

To the Freight Committee:

Gentlemen:—I am in receipt of letter 4th from a member as follows:

"Louisville dealers are complaining seriously in regard to our requiring 15 cents per 100 lbs. on hay from East St. Louis to Louisville when coming from, say, the Missouri River. While we have a rate of 12 cents per 100 lbs. with a minimum of 30,000 lbs. per car, this rate cannot be used. Considering the proportions we get on hay from other points, I believe it would be reasonable to apply a proportional *rate of* 10 *cents per* 100 *lbs., minimum weight* 20,000 *lbs. per car,* from East St. Louis to Louisville on hay from the West, and will be glad if you will submit a proposition to this effect to interested members at once."

The 10c proportional rate in effect last year was cancelled by Tariff I. C. C. B-17, Jan. 2nd, and Official Class'n. rating provided until the issue of Amendment No. 1 to I. C. C. B-23, July 5th, 1900, making Proportional Rate of 12c, minimum C. L. 30,000 lbs., now in effect.

The proposition contained in above letter refers to a reduction in rate and weight to Louisville only. In voting advise specifically if you desire that the reduction be made to Louisville only, or whether same shall apply to Cincinnati, Louisville, etc.

If two-thirds of the members vote in the affirmative on

either or both propositions, I will issue Amendment No. 2 to Joint Proportional Tariff No. B-23, effective on legal notice, otherwise no further action will be taken.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit, consisting of two letters, is marked "Complainant's Exhibit Fraser No. 610."

Complainant offers in evidence letter dated St. Louis, Mo., December 8th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and the St. Louis East-bound Freight Committe, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Dec. 8, 1900.

File B-211-3206-A.

To the St. Louis-Cincinnati-Louisville, and St. Louis East-bound Freight Committees:

Gentlemen:—At special meeting of the St. Louis East-bound Freight Committee yesterday, attention was called to action of the St. Louis-Cincinnati-Louisville Freight Committee (see proceedings Feb. 28th, 1900) as follows:

'Rate on Starch, C. L., between East St. Louis, Cincinnati, Louisville, etc.

At conference meeting Indianapolis, 21st inst., action taken to eliminate from list of article taking grain products rates and insert in Tariff, Starch, C. L., 12 cts. per 100 lbs.'

And it was:

'Resolved, that Circular Letter be issued calling attention to the action of the St. Louis-Cincinnati-Louisville Freight

Committee, with the view of ascertaining whether the roads who publish individual tariffs naming rates to or from or between East St. Louis, Cincinnati, Louisville and other points under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee, in which Starch, C. L., is included in the list or articles taking grain products rates, will amend same effectve Jan. 1st, 1901, eliminating Starch from Grain Products list and make rate on Starch, C. L., 12 cts. per 100 lbs., between East St. Louis, Cincinnati, Louisville, etc.'

Note: St. Louis-Cincinnati-Louisville Freight Committee's Joint Freight Tariff I. C. C. B-22 publishes rate on Starch, C. L., 12 cts. per 100 lbs., and Starch does *not* appear in list of Grain Products. On receipt of replies the result will be communicated by Circular Letter or submitted to the St. Louis East-bound Freight Committee or St. Louis-Cincinnati-Louisville Freight Committee, as circumstances warrant. Please let me have an immediate answer.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 611."

Complainant offers in evidence carbon copy of letter, dated Dec. 10, 1900, unsigned, but purporting to be from Mr. R. M. Fraser, marked "Personal," and addressed to Mr. J. F. Tucker, Chairman C. F. A.

Which letter is in words and figures as follows, to-wit:

"Dec. 10, 1900.

B-8 and 3272.

PERSONAL.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 10th, file 7208. I regret that you have asked me for a statement showing the quantity of grain

transported by each road, East St. Louis to Louisville, in October and November, as I do not feel at liberty to give you the information without the authority from the roads interested.

The next meeting of this Committee will be held at Louisville, Ky., 19th inst., and if you so desire I will submit your letter at meeting and advise you the result.

The tonnage for October was 6364.92 tons instead of 6464 tons, as stated by you.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 612."

Complainant offers in evidence letter dated December 10, 1900, addressed to Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo., and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 10, 1900.

Please refer to File 7208.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to yours of the 3rd, your B-8-3272. In that letter you state that the shipments of grain from East St. Louis to Louisville during the month of October amounted to 6464 tons; for the month of November 5522 tons. Please advise me the roads that took this—i. e., how much each road took.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 613."

Complainant offers in evidence letter dated Chicago, December 10, addressed to Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, and signed J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 10, 1900.

Please refer to File 7208.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of yours of the 8th, your B-8, with enclosures, copy of Proportional Tariff I. C. C. B-23 and amendment.

The 4c rate seems to apply only via the B. & O. S. W., and on shipments to Louisville, New Albany and Jeffersonville proper and for points beyond. What authorization is there for this proportional rate—what legislation made it effective?

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 614."

Complainant offers in evidence letter dated Chicago, December 10, 1900, addressed to Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 10, 1900.

Please refer to File 7208.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I have your personal of the 7th, your B-8-3272.

It seems singular to me why the Louisville and Cincinnati gateways, under the conditions as I understand them, that the rate to Louisville and Cincinnati plus the rates from those points to the Virginia cities and the Atlantic seaboard points was less than the authorized through rate via the direct lines, did not succeed in handling more of the traffic.

Now, if as written you Saturday, you could give me the detail by roads of the tonnage to Louisville and Cincinnati, I think it will enable me to arrive at a better understanding of the matter.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 615."

Complainant offers in evidence letter dated Chicago, December 7, 1900, addressed to Mr. R. M. Fraser, Chairman, etc., and signed by Mr. J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 7, 1900.

Please refer to File 7208.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Won't you kindly promptly send me copy of

your tariff showing what proportional and local rates there are on grain from East St. Louis to Louisville, and also advise any conditions that surround these rates, i. e., as to where the grain shall originate or where it shall be destined to.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 616."

Complainant offers in evidence unsigned copy of letter purporting to be from Mr. R. M. Fraser, Chairman, dated Dec. 7, 1900, addressed to Mr. J. F. Tucker, Chairman C. F. A.

Which letter is in words and figures as follows, to-wit:

"Dec. 7, 1900.

B-8 & 3272.

PERSONAL.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 4th, file 7208. As requested I give below our record of the total Grain Tonnage from East St. Louis for October and November, 1900.

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

To Louisville, Ky.

October, 6,364.92 tons.
November, 5,522.97 tons.

To Cincinnati, O.

October, 2,111.00 tons.
November, 672.40 tons.

ST. LOUIS EAST-BOUND FREIGHT COMMITTEE.

To Western Termini and Trunk Line Territory.

October, 14,987.63 tons.

November, 18,442.43 tons.

The above figures make the total tonnage for each month as follows:

October, 1900.

To Louisville	6,364.92 tons	
To Cincinnati	2,111.00 tons	
To Western Terminal and Trunk Line territory	14,987.63 tons	23,463.55 tons

November, 1900.

To Louisville	5,522.97 tons	
To Cincinnati	672.40 tons	
To Western Termini and Trunk Line Territory ...	18,442.43 tons	24,637.80 tons

Please consider the above information confidential.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 617."

Complainant offers in evidence copy of letter, dated Deber 12, 1900, which purports to be a copy of letter from R. M. Fraser, Chairman, addressed to Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

"Dec. 12, 1900.

B-131 and B-53.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—At a meeting of this Committee held 28th ult. subject of unauthorized rates was considered and the following motion taken:

'Resolved, that all roads, members of this Committee, having in effect tariffs naming unauthorized rates on var-

ious commodities between points under the jurisdiction of this Committee, withdraw same effective Jan. 1st, 1901.'

I am today in receipt of letter from one of the members in which he says:

'In connection with this matter it occurs to us that inasmuch as some of the special rates referred to above, particularly on Packing-house Products, Provisions and Fertilizer, have beeen made effective from some of the Upper Mississippi River crossings, by lines, such as the C. B. & Q., C. & A., Santa Fe, C. M. & St. P., C. G. & W., and C. & N. W., steps should be taken to see that rates from the upper crossings are also restored to proper basis from Jan. 1st, 1901.'

Will you kindly take this matter up with lines interested with the view to having the rate of 10 cents per 100 lbs., on Packing-house Products, Provisions, and Fertilizer, cancelled, effective Jan. 1st, and thereafter apply the rate of 12 cts. to Cincinnati, Louisville, etc., also, effective Jan. 1st, 1901, restore the authorized tariff rates on other traffic, in line with the action taken by this Committee.

I will be very much obliged for a reply not later than Monday night's (17th inst.) mail, with such information as you can give on this subject.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 618."

Complainant offers in evidence Circular Letter to members of the St. Louis-Cincinnati-Louisville Freight Committee, dated December 6, 1900, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Dec. 6, 1900.
File B-131.

To the Freight Committee:

Gentlemen:—At meeting 28th ult. it was:

"Resolved, that all roads members of this Committee, having in effect tariffs naming unauthorized rates on various commodities, between points under the jurisdiction of this Committee, withdraw same effectve Jan. 1st, 1901.'

It was suggested that as members have individually advised that all unauthorized tariffs will be cancelled effective Jan. 1st, 1901, the Chairman send to each member a list of said tariffs, of which he has a record, it being understood that *all unauthorized Tariffs* are to be cancelled, although they may not be mentioned in the following list:

Brick, Fire and Clay.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, effective September 26th, 1900.

Brick, Fire.

L. H. & St. L. Tariff A-279, I. C. C. 85, March 14, 1900.

Iron, Bar, Beams, Plate and Steel Plates.

B. & O. S. W. Special Tariff, B-176, I. C. C., 2615, Aug. 30, 1900; L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 25, 1900; L. H. & St. L. Tariff A-280, I. C. C. 86, March 14, 1900; L. H. & St. L. Tariff A-281, I. C. C. 87, March 15, 1900.

Iron and Steel Manufactured Articles.

B. & O. S. W. Special Tariff B-176, I. C. C. 2615, Aug. 30, 1900; L. E. & St. L. C. Supplement 06 to I. C. C. 656,

Sept. 26, 1900; L. H. & St L. Tariff A-280, I. C. C. 86, March 14, 1900.

Packing House Products, Provisions and Fertilizers.

B. & O. S. W. Special Tariff, B-160, I. C. C. 2589, July 10, 1900; C. C. C. & St. L. Joint Frt. Tariff, X-2428, I. C. C. 1467, Aug. 4, 1900; L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 26, 1900; L. H. & St. L. Tariff A-315, I. C. C. 120, July 21, 1900; T. H. & I. Supplement 9 to Joint Frt. Tariff 1735, Aug. 31, 1900; T. St. L. & K. C. Amendment 7 to I. C. C. 813, July 12, 1900.

Tobacco, Manufactured.

L. E. & St. L. C. Supplement 06 to I. C. C. 656, Sept. 26, 1900.

Tobacco, Plug.

B. & O. S. W. Special Tariff B-177 I. C. C. 2618, Sept. 5, 1900; L. H. & St. L. Tariff A-320, I. C. C. 124, Aug. 9, 1900.

Wire, Barbed.

L. H. & St. L. Tariff A-325, I. C. C. 129, Oct. 20, 1900.

Please do not fail to take action in line with the above resolution, etc., and send me a copy of your cancellation notice.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 619."

Complainant offers in evidence letter dated St. Louis, Mo., July 13th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., July 13, 1900.
File B-53.

To the Freight Committee,

Gentlemen: Referring to Circular Letter July 5th, regarding published rate of 10 cts. per 100 lbs. on Packing-house Products and Fertilizer, in this Committee's Joint Freight Tariff No. B-22, between East St. Louis, Cincinnati, Louisville, etc.

This is to advise that, as two-thirds of the members did not vote in the affirmative, the proposition is declared lost and Amendment to this Committee's Tariff *will not* be issued. This for your information.

Yours truly,
R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 620."

Complainant offers in evidence letter dated St. Louis, July 5th, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., July 5, 1900.
File B-57.

To the Freight Committee,

Gentlemen: Referring to proceedings of June 27th, page 4, '*Rates on Packing-house Products.*'

As instructed the subject was taken up with Chairman Tucker and Secretary Fulton. Replies were received to the effect that they were not aware of any irregularities in the rates on this traffic, but stated, that if the Western Roads had not been adhering to the tariff rates, they would undoubtedly do so, commencing with July 1st.

This information was communicated to G. F. A. Campbell, June 29th, who stated that he would await developments and notify me before taking any action.

In acordance with the above, I am to-day in receipt of communication from G. F. A. Campbell, as follows:

'Referring to question brought up at last meeting of the St. Louis-Cincinnati-Louisville Freight Committee, relative to rate on Packing-house Products from Mississippi River to Louisville, at which meeting I stated, that concessions were being offered by lines through Upper Mississippi River Gateways, and that if conditions did not improve by July 1st, I would take independent action and make 10 cent rate from East St. Louis to Louisville.

Beg to advise you, that I learn there has been no improvement in the situation through upper Mississippi River crossings, there being a concession 2 cents per 100 lbs. made, at the present time, from Upper Mississippi River, therefore, effective on Legal Notice, we will make the 10 cent rate applicable from East St. Louis to Louisville and Cincinnati.

Please give all lines notice acordingly.

It was understood at the meeting of the Committee that before taking this action I should give such notice.'

Since receipt of the foregoing letter I am further advised by the L. E. & St. L. C. R. R. that they have to-day issued Supplement No. 5 to Tariff I. C. C. No. 656, naming rate of 10 cents per 100 lbs. on Packing-house Products and Provisions C. L., minimum 28,000 lbs., and on Fertilizer

C. L., minimum weight as per Official Class'n. *between* East St. Louis, Cincinnati, Louisville, etc.

Will you therefore kindly advise whether you desire an Amendment issued to Joint Freight Tariff I. C. C. No. B-22, establishing rate of 10 cents per 100 lbs. on Packing-house Products and Provisions, C. L. minimum 28,000 lbs., and on Fertilizer C. L., minimum weight as per Official Class'n., *between* East St. Louis, Cincinnati, Louisville, etc.

If two-thirds of the members vote in the affirmative, an Amendment will be issued, effective on Legal Notice.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 621."

Complainant offers in evidence letter dated July 13, 1900, addressed to members of the St. Louis-Cincinnati-Louisville Freight Committee, and signed by R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.
St. Louis, Mo., July 13, 1900.
File B-53.

To the Freight Committee,

Gentlemen: Referring to Circular Letter July 5th, regarding publishing rate of 10 cts. per 100 lbs. on Packing-house Products and Fertilizer, in this Committee's Joint Freight Tariff No. B-22, between East St. Louis, Cincinnati, Louisville, etc.

This is to advise that, as two-thirds of the members did not vote in the affirmative, the proposition is declared lost,

and Amendment to this Committee's Tariff *will not be* issued. This for your information. Yours truly,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 622."

Complainant offers in evidence letter dated Chicago, July 7th, 1900, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Freight Committee, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, July 7th, 1900.
Please refer to File 6932.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 6th, your B-53. You stated that the Chicago & Alton were doing a certain thing; they deny it—there you are. Now, if it was generally understood, it seems to me there ought to be some reasonable information furnished to base the complaint upon. However, as you say, the western roads are getting into line, so the papers state, and if there has been anything of that sort (which I cannot confirm), it will cease.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 623."

Complainant offers in evidence letter dated Chicago, July 5, 1900, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Freight Committee, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.
Chicago, July 5, 1900.
Please refer to File 6932.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Freight Committee,
St. Louis, Mo.

Dear Sir: I have yours of the 3rd, B-53, in relation to the traffic via Chicago and Chicago Junctions. The trouble is you furnish no ground for the complaint. You state:

'The Chicago & Alton, for instance, who have rail connections with the B. & O. S. W. at Ashland, have been refunding to shippers their revenue received East of the Mississippi, thus reducing the through rate.'

I do not like to state this to the Alton without being able to furnish some proof. Will you kindly give me what information you have that would enable me to follow this matter up?

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 624."

Complainant offers in evidence letter dated Chicago, July 2nd, 1900, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Traffic Association and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, July 2, 1900.
Please refer to File 6932.

Packing-house Products, East St. Louis to Cincinnati, Louisville, Etc.

Mr. R. M. Fraser, Chairman,
St. Louis Eastbound Traffic Association,
St. Louis, Mo.

Dear Sir: I have yours of the 29th ultimo, your B-53. It seems you have had this matter up with Secretary Fulton of the Chicago & Ohio River Committee. We cannot ascertain that authorized rates are not adhered to via the Upper Mississippi River crossings. If you have any information, let us have it, so that we can investigate, and also let us have any information you have to carry out your statement 'that practically all this traffic has been diverted from this Committee's lines from East St. Louis and from the West.' If any lower rates are made from the Upper Mississippi River crossings than from East St. Louis, we do not know it, and cannot find out that it is so.

We have no information in relation to the restoration of rates by the western lines, nor as to what rates the restoration you speak of includes. Give us what facts you have so as to start us right. Do not think because business is light, therefore it necessarily follows that rates have gone to pieces.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 625."

Complainant offers in evidence letter dated Chicago, June 28th, 1900, addressed to Mr. R. M. Fraser, Chairman St. L. C. L., Frt. Committee, and signed by C. E. Fulton, Sec'y.

Which letter is in words and figures as follows, to-wit:

"Chicago, June 28th, 1900.

Packing-House Product Rates.

Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee,
St. Louis.

Dear Sir: Answering yours 27th, file B-53. There is no intimation, neither have I any knowledge or record that the tariff rates on packing-house products from and through Chicago to Ohio River crossings are not being maintained.

As you state, the rates from Trans-Mississippi or Western points have for some time been at variance with the tariff, but no doubt you are aware there is very little movement if this traffic through Chicago and Chicago rate points destined to Ohio River crossings and on such business as does go we exact our 75% of a 12-cent rate from the Mississippi River, or 9 cents south of Chicago and Chicago junctions.

Your understanding as to the western lines restoring the rates July 1st is in accordance with my inofrmation, and that coupled with the fact that tariff rates are being maintained from and through Chicago in connection with Association lines should be an inducement for the East St. Louis lines to maintain tariff rates on shipments destined to Cincinnati and Louisville.

Very truly,
C. E. Fulton, Secretary."

A pencil notation on above letter reads as follows: "Showed correspondence to G. F. A. Campbell, who said that he would wait to see what the conditions were after the 1st before taking any action. 6/29. R. M. F."

Above exhibit is marked "Complainant's Exhibit Fraser No. 626."

Complainant offers in evidence copy of letter, unsigned, purporting to be from R. M. Fraser, Chairman, dated Feb. 9th, 1900, and addressed to Mr. C. E. Fulton, Sec'y. C. & O. R. Committee, Chicago, Ill.

Which letter is in words and figures as follows, to-wit:

Feb. 9, 1900.

B-53.

Mr. C. E. Fulton, Sec'y C. & O. R. Committee, Chicago, Ill.

Dear Sir: Will you please inform me lowest rate in effect on Packing-house Products, C. L., Kansas City, Mo., to Chicago, also the through rate to Cincinnati, showing the combination or divisions on which the through rate is made, west and east of Chicago. An early reply will much oblige, Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 627."

Complainant offers in evidence letter dated January 7, 1901, addressed to Mr. R. M. Fraser and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th floor Monadnock Block.

Chicago, January 7. 1901.

Please refer to file 7429.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—With further reference to your favor of De-

cember 31st, file B-131 and B153, would advise that General Freight Agent Wann of the C. & A R. R. informs us that reduced rates on fertilizer, packing-house products and provisions from East Louisiana when shipments originate west thereof, were cancelled effective January 1, 1901, by Amendment 9 to C. & A. tariff GFD I. C. C. 401.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 628."

Complainant offers in evidence letter dated March 4, 1901, addresed to The Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 4, 1901.

File B-6 & B-70.

To the Freight Committee:

Gentlemen:—Referring to the subject of Rates on Cotton-Seed Oil-Cake and Meal to Cincinnati and Louisville, published in Southwestern Freight Committee's Division Sheet No. 14, Sept. 10th, 1900. See proceedings of Meetings October 24th, November 28th and December 9th, 1900, also January 23rd and Feb. 27th, 1901.

Since meeting Feb. 27th, I received letter as follows:

SOUTHWESTERN FREIGHT COMMITTEE.

St. Louis, Mo., Feb. 26th, 1901.

File D-830.

Mr. R. M. Fraser, Chairman, St. L. C. L. Fr. T. Committee, Union Station, St. Louis, Mo.:

Dear Sir:—Answering your file B-6 and B-70 of Feb-

ruary 25th. At meeting of Special Committee referred to in my letter of 19th, the Missouri, Kansas & Texas, Missouri Pacific, St. Louis Southwestern and St. Louis & San Francisco adopted resolution allowing lines east of East St. Louis 12 cts. per 100 lbs. on Cotton-seed Oil, carloads, and 10 cts. on Cotton-seed Meal and Cake, carloads, to Cincinnati, Ivorydale and Louisville, except that the Misouri, Kansas & Texas decline to participate in such basis on Louisville traffic, making through rate on combination of locals via their line.

Yours truly,

(Signed) G. W. Cale, Chairman.

I was informed to-day by Chief Clerk, Southwestern Freight Committee, that Supplement would be issued at once in line with above and will therefore dispose of this controversy in a satisfactory manner.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 629."

Complainant offers in evidence latter dated December 1, 1900, addressed to The Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., December 1, 1900.

Files B-6 & B-70

To the Freight Committee:

Gentlemen.—At meeting 28th ult., subject of Rates on Cotton-Seed Oil, Cake and Meal (Texas Points) from East

St. Louis to Cincinnati and Louisville as published in Southwestern Freight Committee's Division Sheet No. 14, was considered and the following resolution adopted:

"Resolved, That the subject be laid over until next meeting, in the meantime the Chairman to write G. F. A., C. & E. I. R. R., also each member of this Committee for information as to whether the rates named in the division sheet referred to had been authorized and are in effect via their line."

The present authorized rate between East St. Louis, Cincinnati, Louisville, etc., on Cotton-Seed Oil, in carloads, is 12 cts. per 100 lbs. and has been in effect since Feb. 15th, Joint Freight Tariff, I. C. C. B-20 and subsequent issues.

The present authorized rate from East St. Louis to Cincinnati, Louisville, etc., on Cotton-Seed Meal and Cake, in carloads, is 10c per 100 lbs. and has been in effect since May 15th, as per Proportional Tariff, I. C. C. B-19, Amendment 3 and subsequent issues.

Southwestern Freight Committee's Division Sheet No. 14, effective Sept. 10th, 1900, page 26, names rate of 10 cts. on Cotton-Seed Oil and 8 cts. per 100 lbs. on Cotton-Seed Meal and Cake, C. L.

Have you authorized or have you in effect the above-named rates in Southwestern Freight Committee's Division Sheet No. 14; if so, will you withdraw your authority and cancel the rates effective Jan. 1st, 1901, on receipt of notice to the effect that all members favor this proposition?

Prompt reply requested.

Yours truly,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 630."

Complainant offers in evidence letter dated Feb. 2, 1900, addressed to The Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 2, 1900.
Files B-6-53-80 & 165.

To the Freight Committee:

Gentlemen:—I am in receipt of letter from a member calling attention to C. & O. R. Committee Tariff No. 41, rate on Car Wheels; New, (Iron or Paper) and Axles, 10 cts. per 100 lbs., between Chicago, Cincinnati, etc., requesting that vote of this Committee be taken on proposition to make same rates apply between East St. Louis, Cincinnati and Louisville.

In view of the fact that, Joint Tariff I. C. C. B-20 is now in the hands of the printer and believing that the Individual Roads would favor making rate, I assumed the responsibility of including the rate in Tariff No. 20. I have also changed rate on Oil, Cotton-Seed, to 12 cts. and included under the heading, *Soap Stock;* Grease (including Garbage Grease); Cotton-Seed Foots and Settlings, 10 cts, in line with C. & O. R. Committee Supplement No. 1 to Tariff No. 41.

I have also revised our Packing House list, making it to include same articles as C. & O. R. Committee Supplement.

I trust that my action in making these changes, additions, etc., will meet with your apporval.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 631."

Complainant offers in evidence letter dated Jan. 22, 1900, addressed to Mr. C. E. Fulton, Sec'y, C. & O. R. Committee Chicago, Ill., and signed ————————, Chairman.

Which letter is in words and figures as follows, to-wit:

Jan. 22, 1900.
B-6

Mr. C. E. Fulton, Sec'y. C. & O. R. Committee, Chicago, Ill.:

Dear Sir:—Will you kindly advise me if the rate of 10 cts. per 100 lbs. named in your Through Freight Rates No. 41 on Oil; Cotton-Seed, Cotton-Seed Settlings or residue of Cotton-Seed Oil and Corn Oil, have been advanced to 12 cts., per 100 lbs., between Chicago, Cincinnati and Louisville; if so, kindly enclose copy of Amendment, if issued, to your Through Freight Rates No. 41, in your reply, or action authorizing this change and any other information you have regarding the rates on this traffic.

Please mail reply to-morrow, addressed to me, care of Louisville Hotel, Louisville, Ky., as I have a meeting called there for the 24th inst., greatly obliging.

Yours truly,

Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 632."

Complainant offers in evidence letter dated April 1, 1901, addressed to the Freight Committee, and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 1, 1901.
File A.-100.

To the Freight Committee:

Gentlemen:—I am to-day in receipt of the following letter from a member of this Committee:

"In connection with your Joint Freight Tariff No. 1, applying between Evansville and Louisville, Jeffersonville, etc. Inasmuch as rate is made 15c cwt. on iron hollowware, any quantity, from Nashville, Tenn., to Evansville, we make request that same rate be published from Jeffersonville to Evansville, the commodity being manufactured at both points.

Please submit question to lines interested at your earliest convenience and oblige."

Please let me have your vote on above proposition at your earliest convenience.

If two-thirds of the members vote in the affirmative amendment to the tariff will be issued effective on Legal Notice.

Yours truly,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 633."

Complainant offers in evidence letter dated April 6, 1901, addressed to the Freight Committee, and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., April 6, 1901.
File A-101.

To the Freight Committee:

Gentlemen:—I am to-day in receipt of the following letter from Mr. Campbell, A. G. F. A., Southern Ry.:

"The rate on Mill Feed, C. L., 40,000 lbs. minimum via Ill. Cent. and L. H. & St. L. from Henderson to Louisville, Ky., is 4c cwt. Under circumstances we respectfully ask that same rate be made effective from Evansville to Louisville, it being our purpose to carry no higher rates from Evansville to Louisville than in effect from Henderson. Advise promptly.

Please let me have your prompt reply on the above proposition.

If two-thirds of the members vote in the affirmative, amendment to the tariff will be issued, effective on Legal Notice.

Yours truly,
R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 634.'

Complainant offers in evidence letter dated April 18, 1901, addressed to the Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., April 18, 1901.
File B-93.

To the Freight Committee:

Gentlemen:—I give below copy of reply to my letter Feb.

28th, transmittting to A. G. F. A. Mo. Pac. Ry., the action of the Committee, as shown in proceedings Feb. 27th, 1901, as follows:

Resolved, That the Chairman be instructed to reply to A. G. F. A. Mo. Pac. Ry. that the roads, members of this Committee, will accept on shimpents of Cotton-Seed Products, C. L., forwarded from all points in Arkansas, except Texarkana, via E. St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee) 40% of the established through rates, from the original point of shipment, with a minimum of 8c per 100 lbs., for the lines east of East St. Louis.

Note:—Mr. Irwin, G. F. A., L. H. & St. L. Ry., requested the Chairman to state in his letter to the Mo. Pac. Ry. that the above divisions would not be accepted by the L. H. & St. L. Ry.

THE MISSOURI PACIFIC RAILWAY CO.

St. Louis, Mo., April 17, 1901.
X-13.

Divisions of Cotton-Seed Products.

Mr. R. M. Fraser, Chairman, St. L. C. L. Frt. Committee,
Union Station, City:

Dear Sir:—"We have concluded to accept the proposition submitted in your letter February 28th, regarding divisions on Cotton-Seed Products via East St. Louis to Cincinnati, Ohio, and Louisville, Ky., and will issue Division Sheet on this basis, understanding that the local rate is to apply as a maximum east of East St. Louis.

Yours truly,

(Signed) W. R. Peabody."

The above for your information.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 635."

Complainant offers in evidence letter dated May 4, 1901, addressed to the Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

St. Louis-Cincinnati-Louisville Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 4, 1901.
File B-316.

To the Freight Committee:

Gentlemen:—Below please find copy of correspondence between G. F. A. Jeffries and myself regarding discrepancies in the tariff rates, Evansville to Cincinnati. As I do not appear to be making much headway and being unable to give particulars as to "how the discrepancies affect the other roads" I leave it for you to make such explanation as you deem proper, so that the subject may be considered by the Evansville Committee, as suggested by Mr. Jeffries.

"St. Louis, Mo., April 26, 1901.
B-316.

Mr. F. P. Jeffries, G. F. A., E. & T. H. R. R., Evansville, Ind.:

Dear Sir:—I have just been furnished with copy of your E. & T. H. and E. & I. Tariff, G. F. D. No. 3135, effective May 15, 1900, naming rates on Commodities Evansville to Cincinnati, which differ materially with the rates authorized in this Committee's Tariff ICC No. A-1, effective April 10th, 1901.

In your letter to me, Dec. 4th, 1900, and Jan. 25th, 1901, you stated in substance that you would co-operate with this Committee in the adjustment of rates and have considera-

tion given to any irregularities that were brought to your attention.

In line with the above I bring this matter to your attention for the reason that the rates issued by the E. & T. H. disturb the situation at Evansville; not only between Evansville and Cincinnati, but between Evansville and Louisville and between Evansville and local points.

It is desirable that uniform rates should prevail from Evansville to Cincinnati and Louisville and I will be pleased to have you advise me whether you will reissue your tariff so that the wording and rates will be in line with this Committee's Tariff, as follows:

Charcoal, C. L., 10 tons minimum.....$1.20 per net ton
Cotton Jeans & Domestics, (Yarn Sheeting, Ducking and Drilling,) in bales O. R. C. or in boxes .....25c per cwt.
Cotton Waste, pressed in bales, (C. L. minimum 24,000 lbs.).....12c per cwt.
Feathers, in bales or sacks, (lots 5000 lbs. and over .....30c per cwt.
Hides, Green, salted, in bundles C. L.....12c per cwt.
Hides, Green, salted, in bundles, L. C. L., Off'l Class'n. .....17c per cwt.
Iron Scrap, C. L., (minimum 15 gross ton, per gross ton) $1.80
Rags or Paper Stock, N. O. S., C. L., minimum 30,000 lbs., (Rule 5-C of the Official Class'n. not to apply) .....12c per cwt.
Rags, pressed in bales or sacks, L. C. L.....15c per cwt.
Lumber, C. L..... 9c per cwt.
Tallow, or grease, in barrels, C. L.....10c per cwt.
Tallow or Grease, in barrels, L. C. L., Official Class'n .....20c per cwt.
Wool, (C. L. minimum 20,000 lbs.).....29c per cwt.
Wool, L. C. L., Official Classification.....40c per cwt.

Will you please give this your early consideration and advise your conclusions?

Respectfully,

(Signed) R. M. Fraser, Chairman.

"Evansville, Ind., April 27, 1901.

Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Frt. Com., St. Louis, Mo.:

Dear Sir:—I have your favor April 26th, file B-316. Inasmuch as the rates shown in our G. F. D. 3133 are those checked in by the Evansville Committee, I will take the liberty of referring the matter to the Evansville Committee for consideration at its next meeting. In the meantime, in order to enable the Committee to intelligently consider this matter from your standpoint, will you not kindly advise me what rates shown in the tariff in question disturb the Evansville-Louisville situation?

In this connection I notice that your Committee made a few reductions in the rates from Evansville to Cincinnati which hardly seemed necessary under the present conditions and which have disturbed the conditions here considerably, creating a feeling of uneasiness which may result in still further reductions.

Yours truly,

HRG. (Signed) F. P. Jeffries.

"St. Louis, Mo., April 29, 1901.

B-316.

Mr. F. P. Jeffries, G. F. A., E. & T. H. R. R., Evansville, Ind.:

Dear Sir:—Your two letters 27th, file 37431-A. If you will compare the items on your G. F. D. 3135 (not 3133) with our I. C. C. No. A-1 you will see that, with the exception of Charcoal and Hides, Green salted, in bdls., C. L., they all differ, either in the wording, weights or rates.

Your I. C. C. No. 381, effective May 1st, removes the discrepancies on Cotton Jeans, etc., and Tallow or Grease, only.

I trust after further consideration the other discrepancies may be removed.

I do not know what reductions you refer to as being made by this Committee and, therefore, cannot explain; possibly the rates were higher than from East St. Louis and therefore were put in line. I will be pleased to have you advise me as early as possible your decision regarding the discrepancies mentioned.

Awaiting your reply, I am, yours respectfully,

(Signed) R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 636."

Complainant offers in evidence proceedings of a meeting of the Rate Clerks and signed R. M. Fraser, Chairman.

Which proceedings is in words and figures as follows, to-wit:

PROCEEDINGS No. III.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Rate Clerks, Held in the Chairman's Office, Feb. 26, 1901.

Representation:

B. & O. S. W. R. R., E. B. Tullis.
C. C. C. & St. L. Ry., H. S. Bradley.
C. H. & D. Ry., E. B. Tullis.
Ill. Cent. R. R., J. Hattendorf.
L. H. & St. L. Ry., G. N. Robinson.
P. C. C. & St. L. Ry., E. B. Tullis.
Southern Ry. (St. L.-L. Lines), C. D. Morris.
Louisville & Evansville Mail Co., C. V. Williams.
R. M. Fraser, Chairman.

Meeting convened 10:00 A. M.

Rates Between Evansville, Louisville and Cincinnati.

In accord with resolution adopted at meeting Jan. 23rd, 1901, and Circular Letter Feb. 19th, 1901, file B-316, the Rate Clerks met in this office to-day and after a general discussion the individual lines gave notice that the Class Rates via Rail Lines between Evansville and Cincinnati would be as follows:

1	2	3	4	5	6
40	34	25	17	15	12

The Class Rates via the Boat Line to be the following differentials less than the Class Rates established via Rail Routes:

1	2	3	4	5	6
5	4	3	2	2	2

It being further understood that when a Commodity Rate is established which is the same as a Standard Class Rate, the Boat Line Rate will be the differential for that class, less than via Rail, and where a Commodity Rate is established that is not a class rate the Boat Line will be the differential less than the next nearest class rate via Rail.

Note:—The rates on Live Stock, C. L., between Evansville and Cincinnati were referred to the Freight Committee, to be considered at their meeting 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the tariff when issued.

"The rates between Evansville and Louisville were then taken up and the individual lines gave notice that the rates via Rail Lines between Evansville and Louisville would be the following differentials *less* than the rates between Evansville, and Cincinnati, viz.:

1	2	3	4	5	6
—	—	—	—	—	—
12	10	5	3	3	2

and which establishes the following Rail rates between Evansville and Louisville:

1	2	3	4	5	6
—	—	—	—	—	—
28	24	20	14	12	10"

The Class Rates via the Boat Line to the following differentials less than the Class Rates established via Rail Routes, viz.:

1	2	3	4	5	6
—	—	—	—	—	—
5	4	3	2	2	2

The Rule regarding establishing Commodity Rates via the Boat Line between Evansville and Louisville are to be the same as given between Evansville and Cincinnati and which are noted above.

Note:—The Rate on Plows, Louisville to Evansville, was referred to the Freight Committee, to be considered at their meeting 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the Tariff when issued.

The question of manner of issuing the Tariffs was considered and it was

Resolved, That the Chairman submit to the Freight Committee proposition to issue separate Tariffs, one to name rates between Evansville and Cincinnati and the other to name rates between Evansville and Louisville. The Tariffs to be of different color and proof copy of same to be sent to each member for their check and approval before final issue.

And it was further

Resolved, That the question of cancelling the tariffs of the individual lines which are at present in effect between Evansville and Cincinnati and Evansville and Louisville be referred to the Freight Committee at their meeting to be held 27th inst. for their consideration and action.

R. M. Fraser, Chairman.

Adjourned.

Above exhibit is marked "Complainant's Exhibit Fraser No. 637.

Complainant offers in evidence letter dated Feb. 19, 1901, addressed to the Freight Committee, and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 19, 1901.
File B-316.

IMPORTANT.

To the Freight Committee:

Gentlemen:—You are hereby requested to attend a meeting at this office, Tuesday, Feb. 26th, 9:00 A. M., with the information necessary to prepare a Tariff in line with action taken at meeting Jan. 23rd (See proceedings), also with resolution submitted by Circular Letter 13th inst., as follows:

"Resolved, That the Chairman call a meeting at the Committee Rooms, St. Louis, Mo., on Tuesday, Feb. 26th, at 9:00 A. M., of Rate Clerks, to check in rates between Cincinnati and Evansville and between Louisville and Evansville."

All of the interested lines having voted in favor of the resolution a full attendance is expected.

The regular Monthly Meeting of the Committee will be held on Wednesday, Feb. 27th, 10:00 A. M.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 638."

Complainant offers in evidence letter dated Jan. 26, 1901, addressed to the Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Jan. 26, 1901.
File B-316.

To the Freight Committee:

Gentlemen:—You are hereby requested to attend a meeting at the Louisville Hotel, Louisville, Ky., Wednesday, January 30th, 1901, at 10:00 A. M., with the Tariffs and other information necessary to prepare a Tariff in line with resolutions adopted at meeting 23rd inst., as follows:

"Resolved, That rates applying on traffic between Evansville, Louisville and Louisville Points, Cincinnati and Cincinnati Points, be handled under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee.

The Louisville and Evansville Mail Line having expressed their willingness to become a member of this Committee for the handling of the traffic mentioned. The Evansville & Terre Haute R. R. be also invited to become a member, effective Feb. 1st, 1901.

And it is further

Resolved, That the Chairman call a meeting at Louisville, at an early date, of Rate Clerks to check in rates be-

tween Cincinnati and Evansville and Louisville and Evansville."

Please be present or authoritatively represented in order that it may be clearly understood what duties this Office is expected to perform in connection with the above mentioned traffic and the expense divided.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 639."

Complainant offers in evidence letter dated Aug. 12, 1901, addressed to the Freight Committee, and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Aug. 12, 1901.

File B-383.

To the Freight Committee:

Gentlemen:—Referring to Circular Letter July 20th, regarding Mo. Pac. Division Sheet No. 1 to Arkansas Freight Committee Tariff No. 3, corrected, showing rates and divisions on traffic from Arkansas via East St. Louis to Cincinnati-Louisville etc.

This is to advise that members have answered to the effect that they have not authorized or approved the division sheet and favor consideration of the subject at a Committee Meeting.

For your information, I give below a copy of a letter from G. F. A. Lincoln to a member of this Committee, as follows:

"We have had in effect a percentage sheet for a number

of years, allowing the lines east of East St. Louis on northbound traffic from Little Rock and Pine Bluff 40% of the through rate. It seems, however, a number of lines have questioned our proposed division sheet to Arkansas Freight Committee Tariff No. 3 corrected, and we are now endeavoring to arrange through Chairman Cale for a Joint Conference with the St. Louis-Louisville-Cincinnati Freight Committee.

If I received communication from Chairman Cale, I will endeavor to arrange for the Conference at our next regular meeting, which will be in St. Louis, Wednesday, Sept. 25th.

You will therefore please understand that no member of the Committee should authorize the divisions mentioned, at least, until after the Conference meeting referred to.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 640."

Complainant offers in evidence letter dated July 2, 1901, addressed to Mr. R. M. Fraser and signed J. C. Lincoln. Also letter dated July 9, 1901, addressed to R. M. Fraser and signed C. C. Cameron, Asst. Genl. Frt. Agt.

Which letters are in words and figures as follows, to-wit:

2

"St. Louis, Mo., July 2, 1901.

K-610909.

Rates on Agricultural Implements, Etc.

Mr. R. M. Fraser, Chairman, St. L.-Cincinnati-Louisville Frt. Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt of yours of the 1st inst., file B-119, quoting resolution adopted at meeting of the St. Louis-Louisville Freight Committee held in Cincinnati on June 26th, as follows:

"Resolved, That the roads, members of this Committee, will not be a party to the Exceptions to Western Class'n., authorizing the application of the carload rate on entire lot of Agricultural Implements, Furniture and Vehicles, although it may be less than two or more full carloads."

We regret very much that the Cincinnati and Louisville Lines have seen fit to take this action, as it will operate seriously to the disadvantage of the St. Louis route in handling traffic. You are no doubt aware that the lines leading south from the Ohio River through Memphis join in the application of Exceptions to Western Class'n. as published by Chairman Cale. If your lines insist on maintaining this position, it will force the cancellation of through rates on the articles specified via the St. Louis gateway, forcing the traffic via Memphis entirely. We earnestly hope that the lines, members of your Committee, will find it to their advantage to reconsider the matter and rescind the action taken at the Cincinnati meeting.

Yours truly,

(Signed) J. C. Lincoln.

At Pittsburg, July 9, 1901.
File 31531-J.

Minimum weights on L. C. L. shipments of agricultural implements, furniture, machinery, vehicles, etc., to Arkansas, Louisiana and Texas Points.

Mr. R. M. Fraser, Chairman St. L.-C.-L. Frt. Com., St. Louis, Mo.:

Dear Sir:—Referring to letter of July 2nd, addressed to you by Gen'l Frt. Agt. Lincoln, of the Missouri Pacific Railway, relative to above subject.

It is true that the basis referred to is in effect via Memphis to Arkansas and Louisiana, also to Texas Points, but was only established through that gateway because of its having been previously established via East St. Louis.

We are in favor of withdrawing the basis via all crossings and through all gateways, to Texas as well as to Arkansas and Louisiana, and will lend our efforts in that direction.

I suggest you take the matter up with the members of your Committee to ascertain if they are willing to charge the regular carload minimum or L. C. L. rate on all shipments via East St. Louis, with the understanding that the basis is withdrawn through the other gateways. If there can be a unanimous understanding in your Committee, I think there will be no trouble in having a similar understanding with the Southern roads.

Your early reply will be appreciated.

Yours truly,

(Signed) C. C. Cameron,
Asst. Genl. Frt. Agt.

Please let me have a reply to A. G. F. A. Cameron's proposition and oblige.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 641."

Complainant offers in evidence letter dated June 7, 1901, addressed to the Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., June 7, 1901.
File B-119.

To the Freight Committee:

Gentlemen:—Referring to Circular letter May 6th, copy

of correspondence with Southwestern Lines, regarding divisions from Cincinnati-Louisville, etc., via East St. Louis to Arkansas and Louisiana points.

I give below copies of letters June 4th and 6th from G. F. A., St. L. & S. F. R. R.:

"Referring to the subject of through rates and divisions on traffic from Cincinnati, Louisville and certain points taking same rates to points in the State of Arkansas.

Further consideration of this matter leads us to the conclusion that it will be impossible for us to apply the differential basis to all points on our line in Arkansas, owing to the disastrous effect which such application would have upon upon our rates to points in Missouri and Kansas within territory of the Western Trunk Line Committee and Trans-Missouri Freight Bureau.

We have not heretofore applied Ft. Smith rates as maximum to intermediate points on our line, for the reason as outlined above and as the rates from St. Louis to points in Northern Arkansas are in a great many cases less than the rates applying to Ft. Smith, the use of the differential basis to all of our Arkansas points would have the effect of greatly aggravating the present situation, and would doubtless result in very material reduction to points in Missouri and Kansas. We are willing to apply differentials to the territory on our line usually taking Ft. Smith basis of rates, namely, our points in Arkansas, Indian Territory, Van Buren to Wister, I. T., inclusive, and all stations on our Mansfield Branch.

The amount of traffic from Cincinnati and Louisville to points in Arkansas on our lines is very light indeed, and I believe that you will recognize the fact that we could not reasonably be expected to establish a basis for rates to these stations where the tonnage is very light, which will have the effect of materially reducing rates to other points where business acounts to considerable.

I trust that the manner in which we will apply these rates will be satisfactory to the lines members of your Committee."

"St. Louis, June 6, 1901.

"Referring to your conversation over the telephone yesterday with the writer.

We have not yet published rates in line with the previous agreement, as our letter is intended as cancellation of our concurrence in the original proposition to make rates to all points in Arkansas on differential over St. Louis rates, and we desire to know whether or not the proposition contained in our letter of the 4th is satisfactory to members of your committee before we take any steps toward publication of rates from Cincinnati and Louisville."

Please advise what reply shall be given to G. F. A. Russell.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 642."

Complainant offers in evidence letter addressed to The Committee and signed R. M. Fraser, Chairman, dated March 7, 1902. Also letter dated April 12, 1901, addressed to the Committee and signed R. M. Fraser, Chairman.

Which letters are in words and figures as follows, to-wit:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 7, 1902.

File A-102.

To the Freight Committee:

Gentlemen—I am in receipt of letter dated 14th inst., from a member, in which he says:

The rate on sash, doors and blinds from East St. Louis to Evansville is 11 cts, per cwt., L. C. L., and 9 cts. C. L. I do not believe that a higher rate should prevail from Louisville. Will you, therefore, submit a proposition to the interested lines of the St. Louis-Cincinnati-Louisville Freight Committee to make the rate on sash, doors and blinds carloads and less from Louisville to Evansville, same as from East St. Louis, namely C. L. 9 cts., L. C. L. 11 cts?"

Please let me have your vote on above proposition at your earliest convenience. If two-thirds of the members vote in the affirmative, amendment to the tariff will be issued effective on legal notice.

Yours respectfully,

R. M. FRASER, Chairman.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 12, 1901.
File A-102.

To the Freight Committee:

Gentlemen:—I am in receipt of a letter dated 11th inst. from a member, in which he says:

"The rate on sash, doors and blinds, from St. Louis to Evansville, is L. C. L., 13c cwt., 11c from East St. Louis, 2c Bridge, C. L., 7c per 100 lbs., 5c from East St. Louis, 2c Bridge, the distance being 165 miles.

Parties at Louisville in competition with St. Louis shippers demand same rate from Louisville to Evansville.

Please submit proposition to the lines interested and advise result."

The authorized rate from Louisville to Evansville is as per Official Classification:

Blinds and Sash, N. O. S., L. C. L., 1st class...28c per 100
Doors, Wooden, N. O. S., L. C. L., 3rd class..20c per 100
Blinds, Doors and Sash, C. L., 5th class.....12c per 100

Please let me have your vote on above proposition at your earliest convenience.

If two-thirds of the members vote in the affirmative amendment to the tariff will be issued, effective on Legal Notice.

The figures named above as in effect St. Louis to Evansville are in accord with the Illinois Commissioner's Class'n. and Tariff.

There are undoubtedly many similar differences between rates from St. Louis and Louisville to Evansville and in my opinion this subject should receive special consideration at the next meeting in Louisville, 24th inst. Members should attend the meeting prepared to arrange in some manner to, if possible, avoid the necessity of issuing so many Circular Letters, and also avoid expense of reissuing tariffs.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 643."

Complainant offers in evidence letter dated March 1, 1902, addressed to Mr. R. M. Fraser, and signed J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th floor Monadnock Block.

Chicago, March 1, 1902.

Please refer to file 8870.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your Special No. 1 of Minutes

of Special Committee Meeting held at St. Louis Thursday in the matter of rates on articles of iron and steel manufacture.

Where are these southern mills located that force this rate of 8 cents per 100 pounds from Louisville? My understanding is that there is also a rate of 9 cents per 100 pounds on the same traffic from Cincinnati, Covington and Newport to East St. Louis. It is understood by your Committee that this rate was to be continued without tariffs, or is each individual road to issue its own tariff? How was this matter left?

The chances are a continuation of these low rates from Cincinnati and Louisville on this strongly competitive character of traffic will undoubtedly, in the end, force similar reductions from other localities—but this competion from the southern mills is a new phase. I would like to know where these southern mills are located and what rates they make to East St. Louis.

I think the Cincinnati and Louisville Committee should take this matter up and make a recommendation to the Central Committee. They are the initial roads and as they are authorized rates, it seems to me the Central Committee should take some action.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 644."

Complainant offers in evidence letter dated February 22, 1902, addressed to Mr. R. M. Fraser and signed J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th floor Monadnock Block.

Chicago, Feb. 22, 1902.

Please refer to file 9003.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt of your favor of the 20th inst., your B-419: The understanding, as I remember it, was that the St. Louis-Louisville-Cincinnati Freight Committee was to meet the river competition and confine itself to rates between points on the river. However, we have not heard of any disturbances and until we do consider the matter as tabled.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 645.

Complainant offers in evidence letter dated April 13, 1901, addressed to the Freight Committee and signed R. M. Fraser, Chairman.

Which letter is in words and figures as follows, to-wit:

"ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 13, 1901.

File B-351.

To the Freight Committee:

I am in receipt of a letter dated 12 inst., from a member in which he says:

"Request is made that application of proportional rate 8 cents per 100 lbs. on Cement Plaster, C. L., from East St. Louis to Louisville and Cincinnati to be extended to shipments of Wall Plaster, carloads. These Commodities are

practically the same, the only difference being the addition of a certain quantity of sand, which results in a lower value on the Wall Plaster than on the other."

Proportional Tariff I. C. C. No. B-23 at present in effect, provides for rate on Cement Plaster, C. L., 8 cts. per 100 lbs., from East St. Louis to Cincinnati-Louisville, etc.

If two-thirds of the members vote in the affirmative the Tariff will be amended or re-issued to read:

Plaster, Cement and Wall, C. L., 8 cts. per 100 lbs., from East St. Louis to Cincinnati-Louisville, etc.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 646."

Complainant offers in evidence letter dated Chicago, April 2nd, 1902, addressed to the representatives of Eastbound roads from Chicago, Peoria and East St. Louis, Ill., and signed J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION.

8th Floor Monadnock Block.

CALL FOR MEETING.

Chicago, April 2, 1902.

At Chicago, Ill., Tuesday, April 8, 1902, to consider rates on packing-house products and bulk meats, from Missouri River points to points in Central Freight Association territory.

Four.

C. M. No.

To the Representatives of Eastbound Roads from Chicago, Peoria and East St. Louis, Ill.:

Gentlemen:—You will recall the western roads now pub-

lish tariffs naming through rates on packing-house products and bulk meats, in carloads, from Missouri River points to points in Central Freight Association territory.

In connection therewith the question of equalizing the through rates via East St. Louis and those applying via Chicago and Peoria has been raised, and upon the matter being presented to the St. Louis Eastbound Freight Committee it was recommended that a joint meeting of the representatives of easabound roads from Chicago, Peoria and East St. Louis, also the representatives of roads members of the Chicago & Ohio River Committee, and the St. Louis-Cincinnati-Louiisville Committee be held for the purpose of checking the rates through the various gateways with a view of determining just what changes are necesary in order to bring about an equalization.

A meeting of the representatives of your companies is, therefore, hereby called at this Association's rooms, Tuesday, April 8, 1902, at 2:30 P. M., for the purpose mentioned.

We would respectfully ask you to kindly bring to the meeting a list of the points to which you have discovered any changes are necessary in the present rates in order to accomplish equalization, thus permitting the work to be done as speedily as possible.

In case you cannot attend the meeting called hereby, kindly write me upon receipt hereof, so we will be able to notify the other members intersted that it will not take place.

Yours very truly,

J. F. Tucker, Chairman.

P. S.—The representatives of the Chicago & Ohio River Committee and Cincinnati-Louisville-St. Louis Committee have also been asked to be present. J. F. T.

Above exhibit is marked "Complainant's Exhibit Fraser No. 647."

Complainant offers in evidence copy of letter dated Jan. 30, 1901, addressed to Mr. J. F. Tucker, and signed Chairman; letter dated January 29, 1901, addressed to Mr. R. M. Fraser and signed J. F. Tucker, Chairman. Also copy of letter dated January 29, 1901, addressed to Mr. S. T. McLaughlin, and signed Chairman.

Which letters are in words and figures as follows, to-wit:

Jan. 30, 1901.
B-305.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—In reply to your letter 29th inst., file 7692, with copy of letter to Mr. S. T. McLaughlin attached, regarding through rate and division on Hides, Pine Bluff, Ark., via East St. Louis to Louisville.

This is to advise that all billing of the B. & O. S. W. R. R. on this traffic shows the proper rate as authorized in the Tariffs of this Committee and I would therefore request that you give more specific information as to when shipments moved, original shipper and name of line handling the traffic up to East St. Louis, and any other definite information you have, to enable me to place the matter before the Committee so they can take the necessary and proper action.

Awaiting your further reply, I am
Yours truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th floor Monadnock Block.

Chicago, January 29, 1901.
Please refer to file 7692.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committe, St. Louis, Mo.:

Dear Sir:—Enclosed herewith is a copy of letter this day

addressed to Mr. S. T. McLaughlin of the B. & O. S. W. R. R., which is self-explanatory.

Yours very truly,

Enclosure J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th floor Monadnock Block.

Chicago, Jaunary 29, 1901.

Please refer to file 7692.

Mr. S. T. McLaughlin, G. F. A., B. & O. S. W. R. R., Cincinnati, Ohio:

Dear Sir:—Attention is called to the fact that you are today protecting through rate of 21 cents on hides from Pine Bluff, Ark., to Louisville and dividing same east and west of East St. Louis on percentages, but upon referencs to records we are unable to find that the through rate is authorized, or that any basis of divisions for dividing same has been approved. In our opinion, therefore, the matter should be taken up by the St. Louis Eastbound Freight Committee and the rate either adjusted by charging authorized local or proportional rates from East St. Louis to Louisville, or all lines privileged to join on same basis as the B. & O. S. W. R. R. With that end in view copy of letter has been sent to Chairman Fraser.

Yours very truly,

Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 648."

Complainant offers in evidence letter dated Chicago, Jan. 9, 1903, addressed to Mr. R. M. Fraser, Chairman St. Louis Committee, in reference to rates on live stock, and signed by C. E. Fulton, Chairman.

Which letter is in words and figures as follows to-wit:

"Chicago, Jan. 9, 1903.

In your reply refer to file No. 1056.

Rates on live stock, including horses and mules, Chicago to O. R. crossings vs. to and from St. Louis.

Mr. R. M. Fraser, Chairman St. Louis Committee, St. Louis, Mo.:

Dear Sir:—Referring to my telegram of the 8th instant and your response same date regarding proposed application of Official Classification basis on live stock, C. L., including horses and mules, between Chicago and Ohio River, as also to and from East St. Louis.

The Chicago Committee at special meeting yesterday decided that for the present it was impolitic to make any change in their present published rates on horses and mules or other live stock C. L. This, therefore, tables the matter at the present writing.

Yours very truly,

C. E. Fulton, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 649."

Complainant offers in evidence letter dated Chicago, March 21st, 1901, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, March 21st, 1901.

Rates on Soap Stock vs. Fertilizer, between Chicago & Ohio River crossings and St. Louis & Ohio River crossings.

Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Com., St. Louis:

Dear Sir:—Again referreing to yours 28th ult., file B-321, as also my letter March 6th. The general committee, at their meeting yesterday, after discussion, and carrying out

the opinion advanced in my letter of date above referred to, unanimously decided that no change should be made between Chicago & Ohio River Committee points on either soap stock or fertilizer, and in their opinion the fertilizer rates should not be reduced from St. Louis to Ohio River crossings on account of a 10 ct. rate being applied on soap stock.

Very truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 650."

Complainant offers in evidence letter dated Chicago, March 6th, 1901, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, March 6th, 1901.

Rates on soap stock vs. fertilizer, between Chicago and Ohio River crossings, and St. Louis & Ohio River crossings.

Mr. R. M. Fraser, Chairman, St. L. C. L. Frt. Com., St. Louis:

Please refer to File 901.

Dear Sir:—With further reference to yours February 28th, file B-321. The responses of the general committee to proposal No. 21, which incorporated your letter 28th, indicates a strong objection to reducing the fertilizer rate, with a tendency toward advancing the soap stock rate. However, in this connection, there are one or two features to be considered, and by request of several of the members the subject is docketed for consideration at the regular meeting, 20th inst. It is hoped that your Committee will hold the matter in abeyance until further advised. In this connection, will advise that C. &

O. R. Committee lines are adverse to the reductions from East St. Louis, which, if done, naturally means a corresponding reduction from Chicago and other fertilizer producing points, and at the present time the claim is made that there is no call or necessity for the reduction; neither can they see the consistency of allowing the soap stock rates to affect fertilizer. From Chicago the lines interested have had no trouble whatever in holding different rates on these two commodities and the opinion is expressed that it would be absurd on account of the soap stock rate to force a reduction in the fertilizer rate. You can very clearly see that while our fertilizer rate Chicago to the river is 12 cents, the soap stock rate being 10 cents, there is no movement of the latter commodity whatever to Southern Indiana points, Evansville and points in Kentucky, to which at the present time a large volume of fertilizer is being moved, and both shippers and consignors are satisfied with the present fertilizer rates. It seems to me that the foregoing facts placed before the St. L. C. & L. Frt. Committee they would waive their demand for a reduction in the fertilizer rate. You no doubt will agree with me that if this commodity is reduced from St. Louis to Cincinnati it naturally follows with a corresponding reduction throughout the entire territory and with the exception of East St. Louis there have been no complaints whatever to the present fertilizer rates from Chicago.

Very truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 651."

Complainant offers in evidence letter dated Chicago, Feb. 19th, 1903, addressed to Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Committee, and signed by J. F.

Tucker, Chairman; also unsigned copy of letter, purporting to be from Mr. R. M. Fraser, Chairman, dated Feb. 28, 1903, addressed to Mr. J. F. Tucker, Chairman C. F. A.; also letter dated March 10, 1903, addressed to Mr. R. M. Fraser, and signed J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb'y 19th, 1903.

Please refer to File 10261.

R. M. Fraser, Esq., Chairman, St. Louis-Cincinnati-Louisville Committee, St. Louis, Mo.

Dear Sir: At the present time there is in effect a through rate of 75 cents per hundred lbs. on Canned Goods, carloads, from Pacific Coast to Lexington, Ky., via Southern routes. This rate is also published through E. St. Louis in connection with the Southern R'y. and divides by the lines west of E. St. Louis being allowed 63.4 cents per hundred lbs., and from E. St. Louis to Lexington 11.6 cents per hundred lbs. accrues. Some of the roads leading eastwardly from E. St. Louis to Cincinnati desire to join in the 75 cents rate, and we are informed that the roads south of Cincinnati are willing to accept 6 cents per hundred lbs., thus leaving 69 cents to be prorated to Cincinnati. At the present time the Central Freight Association roads are authorized to join in the 75 cent rate to Lexington through E. St. Louis and Cincinnati provided they are allowed east of East St. Louis the established percentage proportion of the 75 cent rate, which would make 11.6 cents per 100 lbs., that is 15.5 per cent of 75 cents. One of the lines from E. St. Louis to Cincinnati suggests, however, that the rate be joined in by first allowing the rates south of Cincinnati 6 cents and the lines east of E. St. Louis to Cincinnati their established percentage proportion of the remainder, which

would be 10.7 cents or 15½ per cent of 69 cents. It occurred to me as best to have the matter considered by the St. Louis-Cincinnati-Louisville Freight Committee for the purpose of ascertaining if all lines are willing to join in the rate on the basis mentioned. Will you please have prompt action taken and oblige?

This will cancel my letter addressed to you on the 9th inst., as Chairman of the St. Louis Eastbound Freight Committee, upon the same subject.

Yours respectfully,

J. F. Tucker, Chairman."

Feb. 28, 1903.

B-458

Mr. J. F. Tucker, Chairman C. F. A.,
Chicago, Ill.

Dear Sir: Yours 19th, file 10261 was submitted to members by Circular Letter No. B-64 Feb. 23 (copy attached). I am in receipt of replies from all parties to the effect that the proposed figures (10 7/10 cts.) East St. Louis to Cincinnati will be accepted.

Lines working via Louisville state that the proposed divisions via Cincinnati should also be made to apply via Louisville. A suggestion is made, that you will find that the various Western roads will not consent to participate in the proposed divisions, particularly so as they can handle the business via East St. Louis in connection with the So. R'y on a basis which will allow them to East St. Louis, the same earnings as they would receive on shipments for Cincinnati proper.

It is also suggested that the proposed divisions via East St. Louis could more readily be arranged provided you can induce the So. Ry. to not join in divisions on basis of 15½% of the through rate, East St. Louis to Lexington.

Hoping that matters can be arranged as suggested, and awaiting your advice on the subject, I am,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 10th, 1903.

Please refer to File 10261.

Mr. R. M. Fraser, St. Louis-Cincinnati-Louisville Freight Committee, St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 28th ult., file B-458, regarding rate and divisions on Canned Goods from Pacific Coast to Lexington, Ky., would state, that Assistant General Freight Agent Campbell of the Southern R'y. writes as follows:

'The seventy-five cent rate on canned goods, carloads, from Pacific Coast points to Lexington, Ky., was made effective via New Orleans in connection with the Queen & Crescent, and naturally if we participate in the rate via East St. Louis we must accept the business on agreed percentages, viz.: 84½ per cent for lines west and 15½ per cent for our line from East St. Louis to Lexington.

Under the circumstances I do not see how we can demand higher divisions.'

In answer to our request that the Southern Ry. demand east of East St. Louis on this business 16.7 cents per 100 lbs. We really seem to be unsuccessful in having Mr. Campbell make any change.

Yours respectfully,

J. F. Tucker, Chairman."

Above exhibit, consisting of four pages, is marked "Complainant's Exhibit Fraser No. 652."

Complainant offers in evidence letter dated Chicago, March 13th, 1903, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 13th, 1903.

Please refer to File I-61.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Please see my letter of Feb'y 26th, relating to rates on Brick and articles taking brick rates from East St. Louis being advanced to $1.90 per ton, and kindly advise what action has been taken in the matter. The Cincinnati lines are anxious that new rates checked in to apply on brick be made effective as early as possible, and the only obstacle is the advancement of the rate to East St. Louis by your Committee.

Yours respectfully,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 653."

Complainant offers in evidence letter dated Chicago, March 13th, 1903, in reference to brick rates—proposed advance, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Freight Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, March 13, 1903.
In your reply refer to File No. 1061.
Brick rates—proposed advance.

Mr. R. M. Fraser, Chairman, St. L. C. L., Committee,
St. Louis, Mo.

Dear Sir: With further reference to yours of 5th, file B-345. As you are aware, the Louisville and Cincinnati Committees have checked in rates from those points to C. F. A. territory on basis of recommended advance to apply from Louisville and Cincinnati to Chicago, and this is to advise that if they are authorized by the Central Freight Association the rates as recommended to apply between Chicago and Ohio River Committee points, as per my letter to you of January 22nd, will be placed in effect on same date, regardless of whether you apply same rates from E. St. Louis to Louisville and Cincinnati or not.

The foregoing purely for your information and file.

Yours truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 654."

Complainant offers in evidence letter dated February 27, 1903, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, Feb. 27, 1903.
In your reply refer to File No. 1061.
Brick rates—proposed advance.

Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Frt. Committee, St. Louis, Mo.

Dear Sir: I am obliged for yours of the 24th, file B-345. The recommendation of the C. & O. R. Committee lines as

to $1.90 per ton on brick between Chicago & Ohio River crossings was contingent on the same advances applying between East St. Louis and Ohio River crossings, and while Chairman Fetter advises me that the Cincinnati lines have checked in $1.10 to Indianapolis and $1.90 to Chicago, it appears no action has yet been taken as to any advance between E. St. Louis, Cincinnati, Louisville and Indianapolis.

As per copy of my letter to him this day, you will notice I have called attention to this discrepancy. May I also ask if your committee has suggested any change from E. St. Louis to those points that will enable the C. & O. R. Committee lines carrying out their proposition.

Yours truly,

C. E. Fulton, Chairman."

Enclosure.

Above exhibit is marked "Complainant's Exhibit Fraser No. 655."

Complainant offers in evidence letter dated January 22nd, 1903, addressed to Messrs. Fraser, Fetter, Gray, Brent, and Jeffries, Chairman respectively of the St. Louis, Cincinnati, Indianapolis, Louisville and Indianapolis Committees, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"Chicago, Jan. 22, 1903.

In your reply refer to File No. 1061.

Brick rates—proposed advance.

Messrs. R. M. Fraser, Chairman, St. Louis Committee, St. Louis; O. G. Fetter, Chairman, Cincinnati Committee, Cincinnati; S. F. Gray, Chairman Indianapolis Committee, Indianapolis; C. R. Brent, Chairman Louisville Committee, Louisville; F. P. Jeffries, Chairman, Evansville Committee, Evansville.

Gentlemen: As you are aware, and effective January 1, 1903, rates on brick and commodities taking same rates from Eastern Ohio and western Pensylvania points to Central Freight Association territory have been advanced from 15 to 25 cents per ton, in connection with which the C. & O. R. Committee at their regular meeting yesterday decided that providing a corresponding rate is made from St. Louis, Indianapolis and Ohio River crossings to C. F. A. points, the following rates will simultaneously be placed in effect between C. & O. R. Points:

Chicago & North Bank O. R. Crossings...$1.90 per net ton
Chicago & Indianapolis ..... 1.35 per net ton
Indianapolis & North Bank O. R. Cross'ngs 1.10 per net ton

Wont' you kindly convene your respective committees for the purpose of revising and advancing rates in accordance with the foregoing, and advise me as promptly as possible, the date effective of any such advance.

Yours truly,

C. E .Fulton, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 656."

Complainant offers in evidence unsigned copy of letter purported to be from R. M. Fraser, dated May 2, 1903, addressed to Mr. J. F. Tucker, Chairman C. F. A.

Which letter is in words and figures as follows, to-wit:

"May 2, 1903.

B-317.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir: Yours 1st, file 9311-A. I am not aware of the arrangement referred to having been recommended to C. F. A. This Committee, did, however, following your letter April 23rd, 1902, file 9311, make recommendation

as per letter May 2nd, file 4008-A (See your Advice Letter H-13, also your letter May 13th, File H-13-9311.)

The proposition referred to being declined, resulted in the official notice to you as per letter May 19th, 1902, file F-9885 from Wabash R'y, which explains itself.

Hoping that the above answer will give you the information desired, I am,

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 657."

Complainant offers in evidence Advice Letter No. 1, dated October 16, 1903, addressed to the Representatives of Eastbound Roads from Cairo, Chicago and Mississippi River, and signed by J. F. Tucker, Chairman; also attached Memorandum of Net Rates on Government Freight, from Western Points to Baltimore, Boston, New York, Philadelphia and Washington.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, October 16, 1903.

Subject: Net rates on eastbound Government freight from western points to Boston, New York, etc.

Advice Letter No. 1.

918½

To the representatives of eastbound roads from Cairo, Chicago and Mississippi River.

Gentlemen:

At meeting of the Central Freight Association March 11 and 12, 1903, under Docket No. 4811 (pages 93 C. F. A. Proceedings,) there was considered the resolution of the

Trunk Line Freight Committee providing a rule to govern the rating to apply on westbound consignments of United States Government freight from Trunk Line Association territory, and it was

Recommended, That a corresponding rule be adopted to govern on eastbound shipments, viz:

That all lines members of the Central Freight Association, in conjunction with their Trunk Line Association connections, be permitted to make rates on United States Government traffic, carried under Government bills of lading, based upon the greatest 'Land Grant' deductions via standard all-rail lines having prorating arrangements with the Illinois Central R. R. between Kankakee and Chicago, when destined to or coming from Chicago, and in addition thereto to meet, via Trunk Line Association lines, the rates of any other 'Land Grant' routes north of the Ohio River and east of the Mississippi River, and equalize the proportions to or from Chicago, Peoria, East St. Louis or other Mississippi River crossings on business to or from points beyond. In other words, that authority will be given that will place all C. F. A. and their Trunk Line connections upon a parity in granting to the Government the lowest net cash rates available via any standard all-rail route north of the Ohio and east of the Mississippi Rivers.'

Based upon said recommendation, this office has compiled a memorandum of net rates which will apply on Government freight frowarded from various western points to Baltimore, Boston, New York, Philadelphia and Washington, based on authorized 'land grant' deductions, and a copy of such memorandum is attached hereto.

Yours very truly, J. F. Tucker,

(Enclosure) Chairman."

Net Rates on Government Freight
From Western Points to Baltimore, Boston, New York,
Philadelphia and Washington.
Based on Land Grant Deductions.
Index to Origin Points.

Page.
Cairo 3
Chicago 1
East Mississippi River Points, North of East St. Louis:
East Burlington (on beyond traffic) 9
East Clinton (on beyond traffic) 9
East Dubuque (on local traffic) 5-6
East Dubuque (on beyond traffic) 7-8
East Ft. Madison (on beyond traffic) 9
East Hannibal (on beyond traffic) 9
East Keokuk (on beyond traffic) 9
East Louisiana (on beyond traffic) 9
Kiethsburg (on beyond traffic) 9
Quincy (on beyond traffic) 9
Rock Island (on local traffic) 4
Rock Island (on beyond traffic) 9
Savanna (on beyond traffic) 9
East St. Louis 2
Kankakee 1

Issued, October 9, 1903.

(1)

Through rates from Chicago and Kankakee based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard Thro. All-Rail Rates	82	71	55	39	33	27
Watertown, Mass.	Proportion to I. C., Chic. to Kank.	8.2	7.1	5.5	3.9	3.3	2.7
(No terminal deducted)	Land Grant deduction 50% of Prop. Chic. to Kankakee..	4.1	3.5	2.7	1.9	1.6	1.3
	Net Through Rates.....	77.9	67.5	52.3	37.1	31.4	25.7
New York, N. Y..	Standard Thro. All-Rail Rates	75	65	50	35	30	25
(When for regular stations)	Proportion to I. C., Chic. to Kank.	7.5	6.5	5.0	3.5	3.0	2.5
	Land Grant deduction 50% of Prop. Chic. to Kankakee..	3.7	3.2	2.5	1.7	1.5	1.2
	Net Through Rates.....	71.3	61.8	47.5	33.3	28.5	23.8
New York, N. Y.	Standard Thro. All-Rail Rates	75	65	50	35	30	25
(When lightered)	Proportion to I. C., Chic. to Kank.	7.2	6.2	4.7	3.2	2.7	2.2
	Land Grant deduction 50% of Prop. Chic. to Kankakee..	3.6	3.1	2.3	1.6	1.3	1.1
	Net Through Rates.....	71.4	61.9	47.7	33.4	28.7	23.9
Philadelphia, Pa.	Standard Thro. All-Rail Rates	73	63	48	33	28	23
(11½c. terminal deducted)	Proportion to I. C., Chic. to Kank	7.1	6.1	4.7	3.1	2.7	2.1
	Land Grant deduction 50% of Prop. Chic. to Kankakee..	3.6	3	2.3	1.6	1.3	1
	Net Through Rates.....	69.4	60	25.7	31.4	26.7	22
Baltimore, Md...	Standard Thro. All-Rail Rates	72	62	47	32	27	22
Washington, D.C.	Central States Despatch Proportion to IC., Chic. to Kank. 6.2%.....	4.3	3.7	2.7	1.8	1.5	1.2
(3c. terminal deducted)	Land Grant deduction 50%	2.1	1.8	1.3	0.9	0.8	0.6
	Net Through Rates.....	69.9	60.2	45.7	31.1	26.2	21.4
Washington, D. C.	Kanawha Despatch Baltimore all-rail Rates.....	72	62	47	32	27	22
(3c. terminal and 2c. Bridge Toll at Cincinnatti deducted)	C. C. C. & St. L. Proportion 33.3%	22.3	19	14	9	7.3	5.7
	Proportion to I. C., Chic. to Kank. 29% of C. C. C. & St. L. Prop.	6.5	5.5	4.1	2.6	2.1	1.7
	Land Grant deduction 50% of Prop. Chic. to Kankakee..	3.2	2.7	2	1.3	1	0.8
	Net Through Rates.....	68.8	59.3	45	30.7	26	21.2

(2)

Through rates from East St. Louis on Local and Trans-Mississippi River Traffic based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Watertown, Mass.	Standard Thro. All-Rail Rates	94	81.5	63	44.5	38	31
Boston, Mass....	Proportion to I. C., Chic. to E. St. Louis	21.6	18.7	14.5	10.2	8.7	7.1
(No terminal deducted)	Land Grant deduction 13.869% of Prop. E. St. Louis to Chic.	3	2.6	2	1.4	1.2	1
	Net Through Rates	91	78.9	61	43.1	36.8	30
New York, N. Y..	Standard Thro. All-Rail Rates	87	75.5	58	40.5	35	29
(When for regular stations)	Proportion to I. C., Chic. to E. St. Louis	20	17.4	13.3	9.3	8	6.7
	Land Grant deduction 13.869% of Prop. E. St. Louis to Chic.	2.8	2.4	1.8	1.3	1.1	0.9
	Net Through Rates	84.2	73.1	56.2	39.2	33.9	28.1
New York, N. Y..	Standard Thro. All-Rail Rates	87	75.5	58	40.5	35	29
(When lightered)	Proportion to I. C., Chic. to E. St. Louis	19.3	16.7	12.7	8.6	7.4	6
	Land Grant deduction 13.869% of Prop. E. St. Louis to Chic.	2.7	2.3	1.8	1.2	1	0.8
	Net Through Rates	84.3	73.2	56.2	39.3	34	28.2
Philadelphia, Pa.	Standard Thro. All-Rail Rates	85	73.5	56	38.5	33	27
(1½c. Terminal deductions)	Proportion to I. C., Chic. to E. St. Louis	19.2	16.6	12.5	8.5	7.2	5.9
	Land Grant deduction 13.869% of Prop. E. St. Louis to Chic.	2.7	2.3	1.7	1.2	1	0.8
	Net Through Rates	82.3	71.2	54.3	37.3	32	26.2
Baltimore, Md...	Standard Thro. All-Rail Rates	84	72.5	55	37.5	32	26
Washington, D. C.	Proportion to I. C., Chic. to E. St. St. Louis	18.6	16	12	7.9	6.7	5.3
(3c. terminal deducted)	Land Grant deduction 13.869% of Prop. E. St. Louis to Chic.	2.6	2.2	1.7	1.1	0.9	0.7
	Net Through Rates	81.4	70.3	53.3	36.4	31.1	25.3

(3)

Through rates from Cairo based on Land Grant deductions from Illinois Central R. R. Proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard Thro. All-Rail Rates	97	84	65	46	39	32
Watertown, Mass.	Proportion to I. C., Chic. to Cairo	23.3	20.2	15.6	11	9.4	7.7
(No Terminal deducted)	Land Grant deduction 50% of Prop. Cairo to Chic.	11.6	10.1	7.8	5.5	4.7	3.8
	Net Through Rates	85.4	73.9	57.2	40.5	34.3	28.2
New York, N. Y..	Standard Thro. All-Rail Rates	90	78	60	42	36	30
(When for regular stations)	Proportion to I. C., Chic. to Cairo	21.6	18.7	14.4	10.1	8.6	7.2
	Land Grant deduction 50% of Prop. Cairo to Chic.	10.8	9.3	7.2	5	4.3	3.6
	Net Through Rates	79.2	68.7	52.8	37	31.7	26.4
New York, N. Y.	Standard Thro. All-Rail Rates	90	78	60	42	36	30
(When lightered)	Proportion to I. C., Chic. to Cairo	20.9	18	13.7	9.4	7.9	6.5
	Land Grant deduction 50% of Prop. Cairo to Chic.	10.4	9	6.8	4.7	3.9	3.2
	Net Through Rates	79.6	69	53.2	37.3	32.1	26.8
Philadelphia, Pa.	Standard Thro. All-Rail Rates	88	76	58	40	34	28
(1½c. Terminal deducted)	Proportion to I. C., Chic. to Cairo	20.8	17.9	13.6	9.2	7.8	6.4
	Land Grant deduction 50% of Prop. Cairo to Chic.	10.2	8.9	6.8	4.6	3.9	3.2
	Net Through Rates	77.6	67.1	51.2	35.4	30.1	24.8
Baltimore, Md..	Standard Thro. All-Rail Rates	87	75	57	39	33	27
Washington, D. C.	Proportion to I. C., Chic. to Cairo	20.2	17.3	13	8.6	7.2	5.8
(3c. Terminal deducted)	Land Grant deduction 50% of Prop. Cairo to Chic.	10.1	8.6	6.5	4.3	3.6	2.9
	Net Through Rates	76.9	66.4	50.5	34.7	29.4	24.1

(4)

Through Rates from Rock Island on Local Traffic based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	98.5	85.5	66	46.5	39.5	32.5
Watertown, Mass.	Proportion west of Chicago..	27.6	23.9	18.5	13	11.1	9.1
(No Terminals deducted)	Allowance to I. C., 10% of proportion east of Chicago.	7.1	6.7	4.8	3.3	2.8	2.3
	Land Grant deduction 50% of I. C. Proportion	3.5	3.1	2.4	1.6	1.4	1.1
	Net Through Rates ..... (Bridge Tolls to be added)	95	82.4	63.6	44.9	38.1	31.4
New York, N. Y.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	91.5	79.5	61	42.5	36.5	30.5
(When for regular stations)	Proportion west of Chicago..	25.6	22.3	17.1	11.9	10.2	8.5
	Allowance to I. C., 10% of proportion east of Chicago.	6.6	5.7	4.4	3.1	2.6	2.2
	Land Grant deduction 50% of I. C. Proportion.....	3.3	2.8	2.2	1.5	1.3	1.1
	Net Through Rates ..... (Bridge Tolls to be added)	88.2	76.7	58.8	41	35.2	29.4
New York, N. Y.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	91.5	79.5	61	42.5	36.5	30.5
(When lightered)	Proportion west of Chicago..	24.8	21.4	16.2	11.1	9.4	7.7
	Allowance to I. C., 10% of proportion east of Chicago.	6.4	5.5	4.2	2.8	2.4	2
	Land Grant deduction 50% of I. C. Proportion.....	3.2	2.7	2.1	1.4	1.2	1
	Net Through Rates ..... (Bridge Tolls to be added)	88.3	76.8	58.9	41.9	35.3	29.5
Philadelphia, Pa.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	89.5	77.5	59	40.5	34.5	28.5
(1½c. terminal deducted)	Proportion west of Chicago..	24.6	21.3	16.1	10.9	9.2	7.6
	Allowance to I. C., 10% of proportion east of Chicago.	6.3	5.5	4.1	2.8	2.4	1.9
	Land Grant deduction 50% of I. C. Proportion	3.1	2.7	3	1.4	1.2	0.9
	Net Through Rates ..... (Bridge Tolls to be added)	86.4	74.8	57	39.1	33.3	27.6
Baltimore, Md...	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	88.5	76.5	58	39.5	33.5	27.5
(3c terminal deducted)	Proportion west of Chicago..	23.9	20.6	15.4	10.2	8.5	6.9
	Allowance to I. C., 10% of proportion east of Chicago.	6.2	5.3	4	2.6	2.2	1.8
	Land Grant deduction 50% of I. C. Proportion	3.1	2.6	2	1.3	1.1	0.9
	Net Through Rates ..... (Bridge Tolls to be added)	85.4	73.9	56	38.2	32.4	26.6

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Washington, D. C.	Standard Thro. All-Rail Rates (exclusive of Miss. River Bridge Tolls)	88.5	76.5	58	39.5	33.5	27.5
(3c. Terminal and 2c. Bridge Toll at Cincinnati deducted)	Proportion west of Chicago..	23.4	20	14.8	9.7	8	6.3
	C. C. C. & St. L. 33.3% of proportion east of Chicago....	20	17.1	12.7	8.3	6.8	5.4
	Proportion to I. C., Chic. to Kankakee 29% of C. C. C. & St. L. prop.	5.8	5	3.7	2.4	2	1.6
	Land Grant deduction 50% of proportion Chic. to Kank.	2.9	2.5	1.8	1.2	1	0.8
	Net Through Rates ..... (Miss. River Bridge Tolls to be added)	85.6	74	56.2	38.3	32.5	26.7

(5)

Through rates from East Dubuque on Local Traffic based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	98.5	85.5	66	46.5	39.5	32.5
Watertown, Mass.	Proportion west of Chicago..	27.6	23.9	18.5	13	11	9.1
(No Terminal deducted)	Land Grant deduction west of Chicago 18.787% (See note)	5.2	4.5	3.5	2.4	2.1	1.7
	Allowance to I. C., 10% of proportion east of Chicago.	7.1	6.2	4.8	3.3	2.8	2.3
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.5	3.1	2.4	1.6	1.4	1.1
	Net Through Rates ..... (Bridge Tolls to be added)	89.8	77.9	60.1	42.5	36	29.7
New York, N. Y.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	91.5	79.5	61	42.5	36.5	30.5
(When for regular stations)	Proportion west of Chicago..	25.6	22.3	17.1	11.9	10.2	8.5
	Land Grant deduction west of Chicago 18.787% (See note)	4.8	4.2	3.2	2.2	1.9	1.6
	Allowance to I. C., 10% of proportion east of Chicago.	6.6	5.7	4.4	3.1	2.6	2.2
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.3	2.8	2.2	1.5	1.3	1.1
	Net Through Rates ..... (Bridge Tolls to be added)	83.4	72.5	55.6	38.8	33.3	27.8

TO		Rates in cents per 100 lbs. 1	2	3	4	5	5
New York, N. Y.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	91.5	79.5	61	42.5	36.5	30.5
(When lightered)	Proportion west of Chicago..	24.8	21.4	16.2	11.1	9.4	7.7
	Land Grant deduction west of Chicago 18.787% (See note)	4.7	4	3	2.1	1.8	1.4
	Allowance to I. C., 10% of proportion east of Chicago.	6.4	5.5	4.2	2.8	2.4	2
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.2	2.7	2.1	1.4	1.2	1
	Net Through Rates ..... (Bridge Tolls to be added)	83.6	72.8	55.9	39	33.5	28.1
Philadelphia, Pa.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	89.5	77.5	59	40.5	34.5	28.5
(1½c. terminal deducted)	Proportion west of Chicago..	24.6	21.3	16.1	10.9	9.2	7.6
	Land Grant deduction west of Chigaco 18.787% (See note)	4.6	4	3	2	1.7	1.4
	Allowance to I. C., 10% of proportion east of Chicago.	6.3	5.5	4.1	2.8	2.4	1.9
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.1	2.7	2	1.4	1.2	0.9
	Net Through Rates ..... (Bridge Tolls to be added)	81.8	70.8	54	37.1	31.6	26.2
Baltimore, Md..	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	88.5	76.5	58	39.5	33.5	27.5
(3c. Terminal deducted)	Proportion west of Chicago..	23.9	20.6	15.4	10.2	8.5	6.9
	Land Grant deduction west of Chicago 18.787% (See note)	4.5	3.9	2.9	1.9	1.6	1.3
	Allowance to I. C., 10% of proportion east of Chicago.	3.8	3.3	2.5	1.6	1.4	1.1
	Land Grant deduction 50% of I. C. proportion east of Chicago	1.3	1.6	1.2	0.8	0.7	0.5
	Net Through Rates ..... (Bridge Tolls to be added)	82.1	71	53.9	36.8	31.2	25.7
Washington, D. C.	Standard Thro. All-Rail Rates (exclusive of Bridge Tolls)	88.5	76.5	58	39.5	33.5	27.5
(3c. Terminal and 2c. Bridge Toll at Cincinnati deducted)	Proportion west of Chicago..	23.4	20	14.8	9.7	8	6.3
	Land Grant deduction west of Chicago 18.787% (See note)	4.4	3.8	2.8	1.8	1.5	1.2
	C. C. C. & St. L. 33.3% of proportion east of Chicago.	20	17.1	12.7	8.3	6.8	5.4
	Proportion to I. C., Chic. to Kankakee 29% of C. C. C. & St. L. prop.	5.8	5	3.7	2.4	2	1.6
	Land Grant deduction 50% of proportion Chicago to Kankakee	2.9	2.5	1.8	1.2	1	0.8
	Net Through Rates ..... (Miss River Bridge Toll to be added)	81.2	70.2	53.4	36.5	31	25.5

(6)

Note: From the proportion accruing to line west of Chicago, Land Grant Earnings are deducted as follows: Chicago to Dubuque, Total Mileage, 183.11; Land Grant Mileage Freeport to Dubuque, 68.80; Land Grant per cent *gross* 37.573, Land Grant per cent *net* 18.787.

(7)

Through rates from East Dubuque on Trans-Mississippi River Traffic based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard All-Rail Rates.....	94	81.5	63	44.5	38	31
	Proportion west of Chicago..	17.9	15.5	12	8.5	7.2	5.9
Watertown, Mass.	Land Grant deduction west of Chicago 18.787% (See						
(No Terminal deducted)	note)	3.4	2.9	2.3	1.6	1.4	1.1
	Allowance to I. C., 10% of proportion east of Chicago.	7.6	6.6	5.1	3.6	3.1	2.5
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.8	3.3	2.5	1.8	1.5	1.2
	Net Rates	86.8	75.3	58.2	41.1	35.1	28.7
New York, N. Y.	Standard All-Rail Rates.....	87	75.5	58	40.5	35	29
	Proportion west of Chicago..	17.4	15.1	11.6	8.1	7	5.8
(When for regular stations)	Land Grant deduction west of Chicago 18.787% (See note)	3.3	2.8	2.2	1.5	1.3	1.1
	Allowance to I. C., 10% of proportion east of Chicago.	7	6	4.6	3.2	2.8	2.3
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.5	3	2.3	1.6	1.4	1.1
	Net Rates	80.2	69.7	53.5	37.4	32.3	26.8
New York, N. Y.	Standard All-Rail Rates.....	87	75.5	58	40.5	35	29
	Proportion west of Chicago..	16.8	14.5	11	7.5	6.4	5.2
(When lightered)	Land Grant deduction west of Chicago 18.787% (See note)	3.2	2.7	2.1	1.4	1.2	1
	Allowance to I. C., 10% of proportion east of Chicago.	6.7	5.8	4.4	3	2.6	2.1
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.3	2.9	2.2	1.5	1.3	1
	Net Rates	80.5	69.9	53.7	37.6	32.5	27

TO		Rates in cents per 100 lbs. 1	2	3	4	5	5
Philadelphia, Pa.	Standard All-Rail Rates.....	85	7[illegible]	56	38.5	33	27
	Proportion west of Chicago..	16.2	14.4	10.9	7.4	6.3	5.1
(1½c. Terminal deducted)	Land Grant deduction west of Chicago 18.787% (See note)	3.1	2.7	2	1.4	1.2	1
	Allowance to I. C., 10% of proportion east of Chicago.	6.7	5.8	4.4	3	2.5	2
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.3	2.9	2.2	1.5	1.2	1
	Net Rates	78.6	67.9	51.8	32.6	30.6	25

(8)

Through rates from East Dubuque on Trans-Mississippi River Traffic based on Land Grant Deductions from Illinois Central Proportion (Continued)

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Baltimore, Md...	Standard All-Rail Rates.....	84	72.5	55	37.5	32	26
	Proportion west of Chicago..	16.2	13.9	10.4	6.9	5.8	4.6
(3c. Terminal deducted)	Land Grant deduction west of Chicago 18.787% (See note)	3	2.6	2	1.3	1.1	0.9
	Allowance to I. C., 10% of proportion east of Chicago.	4	3.4	2.6	1.7	1.4	1.1
	Land Grant deduction 50% of I. C. proportion east of Chicago	2	1.7	1.3	0.8	0.7	0.5
	Net Rates	79	68.2	51.7	35.4	30.2	24.6
Washington, D. C.	Standard All-Rail Rates.....	84	72.5	55	37.5	32	26
	Proportion west of Chicago..	15.8	13.5	10	6.5	5.4	4.2
(3c. Terminal and 2c. Bridge Toll at Cincinnati deducted)	Land Grant deduction west of Chicago 18.787% (See note)	3	2.5	1.9	1.2	1	0.8
	C. C. C. & St. L. 33.3% of proportion east of Chicago.	21	18	13.3	8.7	7.2	5.6
	Proportion to I. C., Chic. to Kankakee 29% of C. C. C. & St. L. prop.	6.1	5.2	3.9	2.5	2.1	1.6
	Land Grant deduction 50% of proportion Chicago to Kankakee	3	2.6	1.9	1.2	1	0.8
	Net Rates	78	67.4	51.2	35.1	30	24.4

Note: From the proportions accruing to Line West of Chicago, Land Grant earnings are deducted as follows: Chicago

to Dubuque, Total Mileage, 183.11; Land Grant Mileage, Freeport to Dubuque 68.80; Land Grant per cent *gross*, 37.573; Land Grant per cent *net* 18.787.

(9)

Through rates from Savannah, East Clinton, Rock Island, Kiethsburg, East Burlington, East Fort Madison, East Keokuk, East Hannibal, Quincy and East Louisiana, on Trans-Mississippi River Traffic, based on Land Grant deductions from Illinois Central R. R. proportion.

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Boston, Mass....	Standard All-Rail Rates.....	94	81.5	63	44.5	38	31
Watertown, Mass.	Proportion west of Chicago..	17.9	15.5	12	8.5	7.2	5.9
(No Terminal deducted)	Allowance to I. C., 10% of proportion east of Chicago.	7.6	6.6	5.1	3.6	3.1	2.5
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.8	3.3	2.5	1.8	1.5	1.2
	Net Rates	90.2	78.2	60.5	42.7	36.5	29.8
New York, N. Y.	Standard All-Rail Rates.....	87	75.5	58	40.5	35	29
	Proportion west of Chicago..	17.4	15.1	11.6	8.1	7	5.8
(When for regular stations)	Allowance to I. C., 10% of proportion east of Chicago.	7	6	4.6	3.2	2.8	2.3
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.5	3	2.3	1.6	1.4	1.1
	Net Rates	83.5	72.5	55.7	38.9	33.6	27.9
New York, N. Y.	Standard All-Rail Rates.....	87	75.5	58	40.5	35	29
	Proportion west of Chicago..	16.8	14.5	11	7.5	6.4	5.2
(When lightered)	Allowance to I. C., 10% of proportion east of Chicago.	6.7	5.8	4.4	3	2.6	2.1
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.3	2.9	2.3	1.5	1.3	1
	Net Rates	83.7	72.6	55.8	39	33.7	28
Philadelphia, Pa.	Standard All-Rail Rates.....	85	73.5	56	38.5	33	27
	Proportion west of Chicago..	16.7	14.4	10.9	7.4	6.3	5.1
(1½c. Terminal deducted)	Allowance to I. C., 10% of proportion east of Chicago.	6.2	5.8	4.4	3	2.5	2
	Land Grant deduction 50% of I. C. proportion east of Chicago	3.2	2.9	2.2	1.5	1.2	1
	Net Rates	81.1	70.6	53.8	37	31.8	26

TO		Rates in cents per 100 lbs. 1	2	3	4	5	6
Baltimore, Md...	Standard All-Rail Rates.....	84	72.5	55	37.5	32	26
	Proportion west of Chicago..	16.2	13.9	10.4	6.9	5.8	4.6
(3c. Terminal deducted)	Allowance to I. C., 6.2% of proportion east of Chicago.	4	3.4	2.6	1.7	1.4	1.1
	Land Grant deduction 50% of I. C. proportion east of Chicago	2	1.7	1.3	0.8	1.7	0.5
	Net Rates	82	70.8	53.1	36.7	31.3	25.5
Washington, D. C.	Standard All-Rail Rates.....	84	72.5	55	37.5	32	26
	Proportion west of Chicago..	15.8	13.5	10	6.5	5.4	4.2
(3c. Terminal and 2c. Bridge Toll at Cincinnati deducted)	C. C. C. & St. L. 33.3% of proportion east of Chicago.	21	18	13.3	8.7	7.2	5.6
	Proportion to I. C., Chic. to Kankakee 29% of C. C. C. & St. L. prop.	6.1	5.2	3.4	2.5	2.1	1.6
	Land Grant deduction 50% of proportion Chicago to Kankakee	3	2.6	1.9	1.2	1	0.8
	Net Rates	81	69.9	53.1	36.3	31	25.2

Above exhibit, consisting of ten pages, is marked "Complainant's Exhibit Fraser No. 658."

Complaint offers in evidence, the following letters:

Unsigned copy of letter, purporting to be from R. M. Fraser, dated May 22, 1903, addressed to Mr. J. F. Tucker, Chairman C. F. A., as follows:

Important. May 22, 1903.

Mr J. F. Tucker, Chairman C. F. A., Chicago, Ill. B-454.

Dear Sir:

C. F. A. Info. 3894, Dec. 27th, names rate on Spent Tan Bark, C. L., minimnm 40,000 lbs., 7½ cts. per 100 lbs. Piqua, Ohio to East St. Louis, a distance of 354 miles. The rate from Louisville, Ky., to East St. Louis, 271 miles, as per St. Louis-Cincinnati-Louisville Freight Committee Joint Freight Tariff I. C. C. No. 33, Jan. 1st, 1903, and subsequent issues, is also 7½ cts. per 100 lbs. An effort is being made to have the rate from Louisville reduced and

I am informed one of the arguments being the much less distance from Louisville than from Piqua.

Will you please inform me not later that Monday night mail (25th) whether you consider the Piqua rates on this commodity are in line with rates between other C. F. A. Points, distance, etc., considered, if not, what is prospect for an advance in the Piqua rate.

In this connection, I desire to say that if the Louisville rate is reduced, the rate from Columbus, Ind., to East St. Louis (280 miles) will undoubtedly come down also.

Hoping to receive your reply *Tuseday* 26th before starting for Louisville for regular Meeting 27th at Louisville Hotel, I am, Yours respectfully,

Chairman."

Letter dated Chicago, May 25th, 1903, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed by J. F. Tucker, Chairman, as follows:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 25th, 1903.
Please refer to File 10700.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:

In reply to your favor of the 22nd inst. file B-454, would state that on the 22nd inst. we addressed a letter to Messrs. McLeod, Hill and Brister, asking if it is not possible for them to make some advance in the present rates on Tan Bark from Columbia, Ind., and Piqua, O., in order to render unnecessary any action in the rates from Cincinnati and Louisville. We will advise you as promptly as possible what reply they make. Yours respectfully,

J. F. Tucker, Chairman."

Letter dated Chicago, June 2nd, 1903, addressed to Mr. R. M. Fraser, Chairman, St. L. C. L. Freight Committee, and signed by J. F. Tucker, Chairman, as follows:

"CENTRAL FREIGHT ASSOCIATION

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 2nd, 1903.

Please refer to File 10700.

Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati- Louisville Freight Committee, St. Louis Mo.

Dear Sir:

Referring to your favor of May 22nd, file B-454, would state, the initial lines at Piqua have signified their willingness to adopt rate of 9 cents per 100 lbs. on shipments on Tan Bark from that point to East St. Louis. We will, therefore, issue an Information Circular at once approving the rate. Initial lines from Columbia, Ind., are, however, of the opinion that 7½ cents per 100 lbs. is as high a rate as can be obtained on shipments of Tan Bark from that point to East St. Louis. Yours respectfully,

J. F. Tucker, Chairman."

Also letter dated Chicago, October 27, 1903, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed by J. F. Tucker, Chairman, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 27, 1903.

Please refer to File 10077-A

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:

We understand that you have published rate of 6½ cents per hundred pounds on spent tan bark, C. L., from Louis-

ville to East St. Louis, but in this connection it is observed that this Association has authorized rates on tan bark from intermediate points, and it will be necessary to reduce same unless the rate from Louisville is advanced to 7½ cents per hundred pounds.

Please advise if you think there is any possibility of this rate being advanced, and the reasons for authorizing the rate of 6½ cents. Yours very truly,

J. F. Tucker, Chairman."

Also copy of letter, unsigned, but presumably from Mr. R. M. Fraser, dated Oct. 29, 1903, and addressed to Mr. J. F. Tucker, Chairman, C. F. A., as follows:

"Oct. 29, 1903.
B-454.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:

Yours 27th, file 10077-A. Yes sir, rate 6½ cts. per 100 lbs. on Tan Bark, spent, C. L., minimum 50,000 lbs., Cincinnati, Louisville, etc., to East St. Louis is published in this Committee's Tariff I. C. C. B-36, issued Sept. 25th, 1903, copy sent you when issued and I also attach copy;

I do not think there is any probability of rate being advanced in the near future.

Please see correspondence on the subject of Spent Tan Bark rates in May and June, your file 10700.

Respectfully,
Chairman."

Also letter dated Chicago, October 31, 1903, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed by J. F. Tucker, Chairman, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 31, 1903.

Please refer to File 10077-A

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:

With reference to your favor of the 29th inst., file B-454, would respectfully ask that you advise why it was necessary to reduce to 6½ cts. per hundred pounds, the rate on spent tan bark, C. L., from Cincinnati, Louisville, etc., to East St. Louis? It really seems that if this rate is not advanced it will cause corresponding reductions from Piqua, Columbus, and a few other points in Indiana and Ohio, from which tan bark is shipped in competition with Cincinnati & Louisville.

Yours very truly,

J. F. Tucker, Chairman."

Also unsigned copy of letter purporting to be from R. M. Fraser, Chairman, addressed to Mr. J. F. Tucker, Chairman C. F. A., dated Nov. 2, 1903, as follows:

"Nov. 2, 1903.

B-454.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:

Yours Oct. 31st, file 10077-A.

The rate in tariff I. C. C. B-31, Aug. 1902, was 6 cts. per 100 lbs., and was advanced to 7½ cts. Jan. 1st, 1903, as per Tariff I. C. C. B-33. Since that date there has been repeated efforts made for a reduction on the argument that the commodity could not be moved at the advanced rate. At meeting Sept. 23rd the subject was very generally dis-

cussed and rate authorized of 6½ cts. per 100 lbs., C. L., minimum 50,000 lbs.

This is all the information I am able to give on the subject." Respectfully,

Chairman."

Above exhibit, consisting of seven letters, is marked "Complainant's Exhibit Fraser No. 659."

Complainant offers in evidence letter dated Chicago November 3rd, 1903, addressed to representatives of railroads in C. F. A. interested in the rates on Alcohol, Highwines, Spirits and Whiskey, and signed by J. F. Tucker, Chairman, called a meeting for Tuesday, November 10, 1903.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Call for meeting. Chicago, November 3, 1903.

At Chicago, Tuesday, November 10, 1903, to consider rates on spirits, whiskey, etc.

C. M. No. 136

To the representatives of railroads in Central Freight Association interested in the rates on Alcohol, Highwines, Spirits and Whiskey.

Gentlemen:

In case your company is interested in the rates on alcohol, highwines, spirits and whiskey, as requested in Circular Letter C. M. No. 133, dated October 15th, 1903, from this office, please do not fail to be present at this Association's rooms, Tuesday, November 10, 1903, at 10:30 A. M., to attend meeting which is to consider the question of revising the rates as provided in the Official Classification for the commodities mentioned. Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complaint's Exhibit Fraser No. 660."

Complaint offers in evidence Proceedings of a meeting of initial lines from Cincinnati and Louisville, held at Galt House, Lousville, Ky., October 9, 1903, signed by C. E. Fulton, Chairman, and C. R. Brent, Secretary.

Which record is in words and figures as follows, to-wit:

"Proceedings of a meeting of initial lines from Cincinnati and Louisville held at Galt House, Louisvlle, Ky., October 9, 1903.

Represetation:

CINCINNATI LINES.

B. & O. S. W. R. R., by A. Fries.
C. C. C. & St. L. Ry.; Cin. Northern R. R., by H. F. Frost.
C. H. & D. Ry., by A. D. McLeod.
C. N. O. & T. P. Ry., by E. Fitzgerald.
C. & O. Ry., by J. T. Odell.
Erie R. R., by C. P. Morse.
L. & N. R. R., by D. M. Goodwyn, C. R. Brent.
N & W. Ry., by F. C. Bryan.
P. C. C. & St. L. Ry., by M. S. Connelly.

LOUISVILLE LINES.

B. & O. S. W. R. R., by A. Fries, J. M. Ryan.
C. C. C. & St. L. Ry., by H. F. Frost.
C. I. & L. Ry., by C. H. Rockwell, W. H. Newman.
C. & O. Ry., by J. T. Odell.
Ill. Cent. R. R., Not represented.
L. H. & St. L. Ry., by L. J. Irwin.
L. & N. R. R., by D. M. Goodwin, C. R. Brent.
P. C. C. & St. L. Ry., by M. S. Connelly.
So. Ry. (St. Louis Div.), by E. Fitzgerald, J. B. Campbell.

Also in attendance:

C. E. Fulton, Sec'y. C. & O. R. Committee.
A. Broaddus, Manager, Cumberland Gap Dispatch.
R. S. Baskett, Agent, Cumberland Gap Dispatch.
(Subsequent to meeting the I. C. R. R. announce their concurrence to the following resolutions)

On motion, Mr. C. E. Fulton was appointed to the Chair, with Mr. C. R. Brent acting as Secretary.

CONSOLIDATION OF WHISKEY SHIPMENTS.

The Chairman in reverting to proceedings of September 25th wherein it was decided that effective October 15, 1903, whiskey in wood any quantity, from Cincinnati, Louisville, Jeffersonville, New Albany and all points in Kentucky would be subject to 15 per cent. less than 2nd class rates to all points governed by the Official Classification, reported that notices had been received to the effect that the announcement of September 25th could not be carried out, such notices being in accordance with the different legal advices of their respective roads, Furthermore, from such points as Lawrenceburg, Aurora and Lynchburg, carload shipments at 4th class rates as against 2nd class rates from Cincinnati was a discrimination that could not be enforced from the latter point.

For the purpose of properly protecting the revenues of transportation companies in interest where the practice of consolidation existed, opinon prevailed that the Official Classification should provide for rates any quantity on whiskey in wood.

It was stated that so far as rates from Louisville and Cincinnati to Virginia and eastern cities were concerned, the present 4th class rates any quantity would continue in effect.

The result of discussion was to finally adopt the following:

'It is the sense of this meeting that the rating on whiskey in wood between all points, the rates between which are governed by the Official Classification, should be made the same on carloads and less than carloads.

This practice obtains between points in the south or territory governed by the Southern Classification, and for the purpose of providing uniform rates and classification throughout the territory governed by the Official Classification, it is

Recommended, That Chairman Tucker arrange for a meeting of representatives of all lines in Central Freight Association territory entering points at which whisky is produced, with a view to recommending to the Official Classification Committee on rating on whiskey in wood, any quantity.

It is further

Resolved, That pending action towards changing the Official Classification rating on whiskey as proposed in the preceding resolution, the lines leading north from the Ohio River at Louisville and Cincinnati hereby agree that they will take no action towards meeting the any quantity rates published by the southern routes to Virginia and eastern cities via rail and water gateways.

Adjourned.

C. R. Brent,
Secretary.

C. E. Fulton,
Chairman.

Above exhibit, consisting of two pages, is marked "Complainant's Exhibit Fraser No. 661."

Complaint offers in evidence unsigned copy of letter, purporting to be from R. M. Fraser, Chairman, dated Jan. 20, 1904, addressed to Mr. J. F. Tucker, Chairman, C. F. A.

Which letter is in words and figures as follows, to-wit:

Personal. Jan. 20, 1904.
B-377.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:

Yours 19th, file 11410. The rates published on Asphaltum Pitch in this Committee's Proportional Tariff, I. C. C. B-37 are as authorized by C. F. A. Info. 4650, 4732 and 4821, viz.: 90% of 6th class.

As regards the shipment of solid Asphalt in barrels, for your *personal* information the rate is carried in Southwestern Tariff Committee Tariff No. 20-L, Aug. 22nd, 1903, through 26 cts., division as stated.

This information not to be communicated to others.

Respectfully,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 662."

Complainant offers in evidence letter dated Chicago, January 21, 1904, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan'y 21, 1904.
Please refer to File 11410.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir:

This will acknowledge receipt of your favor of Jan'y 20, file B-377, regarding rates to apply on shipments of

Solid Asphalt, in bls., from East St. Louis to Louisville.

Will you please answer the main point in connection with which my letter of the 19th was written, namely, is it proper for the line east of E. St. Louis to accept less rate on this traffic than named in your tariff I. C. C. B-37, or should the railroad accept the Inspector's correction to minimum rate named in Proportional Tariff B-37 issued by you. From my point of view, I do not see how the lines east of East St. Louis, in case they desire any of this business in competition with the direct routes operating south of the Ohio River, can get it unless they make divisions on less basis than Tariff B-37 provides.

Yours respectfully,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 663."

Complaint offers in evidence carbon copy letter, unsigned, addressed to Mr. C. E. Fulton, Secretary C. & O. R. Committee, and dated January 28, 1904.

Which letter is in words and figures as follows, to-wit:

Jan. 28, 1904.
B-330

Mr. C. E. Fulton, Sec'y. C. & O. R. Committee, Chicago, Ill.

Dear Sir:

Yours 27th, file 1093, regarding C. L. minimum weight on Soap Stock, etc. This Committee's tariff I. C. C. B-36 carries a carload minimum weight of 40,000 lbs. One of the members called attention to the Chicago & Ohio River Committee's Tariff that named a 30,000 lbs. minimum, and requested amendment to be issued to I. C. C. B-36, making the minimum 35,000 lbs. (See Amendment No. 4.)

This subject will be submitted at meeting called for Louisville February 3rd, and you will be advised of the result.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 664.",

Complainant offers in evidence letter dated Chicago, January 27th, 1904, addressed to Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
CHICAGO & OHIO RIVER COMMITTEE
Secretary's Office, 836 Monadnock Block

Chicago, Jan. 27, 1904.

In your reply refer to File No. 1093.

Minimum weight on soap stock, cotton seed foots and settlings, tallow spent lye and grease.

Mr. R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Com., St. Louis, Mo.

Dear Sir:

At a meeting yesterday it was decided that effective on legal notice 40,000 lbs. minimum would be made to apply between Chicago and Ohio River crossings on soap stock, grease, etc., providing same basis applies to and from St. Louis.

Please prepare your tariff and I will wire you later effective date between Chicago and the river.

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 665."

Complainant offers in evidence letter dated Chicago, July 26, 1904, addressed to Mr. R. M. Fraser, Chairman St. L. C. L. Committee, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
CHICAGO & OHIO RIVER COMMITTEE.
Secretary's Office 836 Monadnock Block.

Chicago, July 26, 1904.

Personal. In your reply refer to File No. .....

Mr. R. M. Fraser, Chairman, St. L. C. L. Committee, St. Louis, Mo.

Dear Sir:

Your letter 20th, file B-356, came to hand during my absence from the city.

The cost of promulgations from this office goes into the general monthly expense account of the C. & O. R. Committee and is paid by the members on a prorata basis.

The amounts coming from other roads not members of the Association paying for such tariffs is credited in the subsequent month's account to roads having already paid the printing bill.

Yes sir, this office distributes by mail all of the tariffs to shippers, railroads, Interstate Commerce Commission, etc., which it is expected relieves the respective General Freight Offices of all roads named on the tariffs from any and all labor and expense in connection therewith.

Yours truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 666."

Complainant offers in evidence letter dated Chicago, July 19, 1904, marked "Personal," addressed to Mr. R. M. Fraser, and signed by C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
CHICAGO & OHIO RIVER COMMITTEE.

Secretary's Office, 836 Monadnock Block.

Personal. Chicago, July 19, 1904.

Mr. R. M. Fraser, Chairman St. L. C. L. Committee, St. Louis, Mo.

Dear Sir:

Answering your personal communication of the 15th, file B-356.

The regular members of the C. & O. R. Committee as per caption hereof do not pay for supply of any tariffs promulgated by the C. & O. R. Committee. Other roads not members of the same and represented on these tariffs like the B. & O. Lake Shore, Nickel Plate, Grand Trunk, etc., who receive quite a large supply, pay for the same practically at cost. In fact all roads parties to the tariffs not members of the Association pay for the privilege. Take for instance the C. P. & St. L. Ry. not a member of the Association and an intermediate line between Chicago and the river, are parties to the tariffs, and while they do not get as large a supply as the Lake Shore, E. J. & E. Ry., etc., they pay an arbitrary proportion of $5.00 per month, which gives them the privilege of being represented on all tariffs promulgated from this office. Then again the Southern Ry. (St. L.-Louisv. Div.) are members of the C. & O. R. Committee but their interests are infinitesimal as compared with the P. C. C. & St. L., Monon or C. C. C. & St. L. Ry., and at the same time they receive a very small number of tariffs yet are represented on all of them, and for which

they pay an arbitrary proportion of C. & O. R. Committee monthly expenses.

I presume you are familiar with the fact that all tariffs promulgated from this office are not issued individually by any of the lines represented thereon, and they are furnished to all roads and connections, as also shippers, Interstate Commerce Commission, etc., relieving the different General Freight offices interested of any clerical work, thereby reducing their expenses for such tariffs to an exceedingly small figure.

Yours truly,

C. E. Fulton, Secretary."

Above exhibit, consisting of two pages is marked "Complainant's Exhibit Fraser No. 667."

Complainant offers in evidence unsigned copy of letter dated March 31st, 1904, addressed to Mr. C. E. Fulton, Sec'y. C. & O. R. Committee:

Which letter is in words and figures as follows to-wit:

"March 31, 1904.

Mr. C. E. Fulton, Sec'y. C. & O. R. Committee, 836 Monadnock Block, Chicago, Ill.

Dear Sir:

Yours 30th, file 944. I have examined the tariffs issued by this Committee and do not find the commodity you name published. I do, however, find that in amendment No. 7 to I. C. C. B-13, effective May 4th, 1899, there was a commodity rate of 17 cents per 100 lbs. on *Acid, Liquid Carbonic,* in drums, L. C. L., it having been published at that time by request. This rate expired Dec. 31st, 1899, it being *dropped with the issue of Joint Freight Tariff I. C. C. B-16, effective Jan. 1st,* 1900, and since that Official Class'n. has governed. I do not recall any controversy on the subject and do not find any mention of the

commodity in Proceedings of meeting, Chicago, Dec. 10th-12th, 1902, except on page 16, 'Gas, Liquid, Carbonic Acid.' See page 5, paragraph 3 of these proceedings.

The paragraph referred to provides for *Drums, empty,* returned, used for transporting Carbonic Acid Gas, etc., 4th class.

If the C. & O. R. Committee have been carrying the Commodity at 4th class since Jan. 1st, 1900, because of the rate being in effect from East St. Louis, I will be pleased to have you 'show me' where you find it. However, the rate is not authorized or published in our Tariffs at present and therefore should be eliminated from your issue. Awaiting your reply, I am,

Yours respectfully,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 668."

Complainant offers in evidence Memoranda of Conference Meeting of the Central Freight Association, Chicago & Ohio River Committee, and St. Louis-Cincinnati-Louisville Freight Committee held at French Lick Springs Hotel, French Lick, Ind., July 7, 1905.

Which record is in words and figures as follows, to-wit:

Memoranda of Conference Meeting of the Central Freight Association, Chicago & Ohio River Committee, St. Louis, Cincinnati, Louisville Frt. Committee.

Held at French Lick Springs Hotel, French Lick, Ind., July 7, 1905.

Representation:

St. Louis, Cincinnati, Louisville Frt. Com.

B. & O. S. W. R. R., E. Hart, Jr.; R. S. McVeigh.
C. H. & D. Ry.; C. I & W. Ry., E. J. Hutchinson.

C. C. C. & St. L. Ry., Geo. Metzger.; J. H. Hewson.
I. C. R. R., Geo. W. Becker.
L. H. & St. L. Ry., L. J. Irwin.
L. & E. Packet Co., C. V. Williams.
P. C. C. & St. L. Ry., S. C. Matthews.; F. E. Sawyer.
Southern Ry., J. B. Campbell.
Vandalia R. R., H. R. Griswold.

CHICAGO & OHIO RIVER COMMITTEE.

B. & O. S. W. R. R., E. Hart, Jr.; R. S. McVeigh.
C. & A. Ry., C. A. King, by C. E. Fulton.
C. & E. I. R. R., S. J. Cooke, by R. E. Eggebrecht.
C. C. C. & St. L. Ry., Geo. Metzger.
C. & E. R. R., W. D. Scott.
C. H. & D. Ry., E. J. Hutchinson.
E. & T. H. R. R., D. H. Hillman.
I. C. R. R., Geo. W. Becker.
C. I. & L. Ry., O. C. Carter, by C. E. Fulton.
P. C. C. & St. L. Ry., M. S. Connelly.; S. C. Matthews.; F. E. Sawyer.
Southern Ry., J. B. Campbell.
Vandalia R. R., H. R. Griswold.
Wabash R. R., E. R. Newman, by C. E. Fulton.

Also in attendance:

Messrs: R. M. Fraser, Chairman, St. Louis, Cincinnati-Louisville Com.; C. E. Fulton, Secretary, Chicago & Ohio River Committee.; M. R. Maxwell, A. G. F. A., L. E. & W. R. R.

Convened 11:00 A. M., C. E. Fulton occupying the chair.

SCRAP IRON RATES.

General discussion developed the fact that there are at present in effect individual tariffs covering unauthorized rates from Chicago to Terre Haute and Muncie, and from

East St. Louis to Cincinnati, Louisville, etc., which menace rates on scrap iron throughout Central Freight Association territory.

Attention was also directed to rates originally authorized from E. St. Louis to Terre Haute of $1.35, to Gas Belt points $1.70 per gross ton, which subsequently to Terre Haute as per C. F. A. Authorities was reduced to $1.15, but no corresponding reduction E. St. Louis to Gas Belt points, and representatives of Gas Belt interests desired that the rates from E. St. Louis to Gas Belt points be made usual differential over Terre Haute or a rate of $1.50 per ton.

As to the matter of advancing rates E. St. Louis to South Bend and Fort Wayne, as also from Ohio River gateways to Chicago, attention was cited to the fact that present rates on scrap iron, particularly from Ohio River crossings to Chicago at $1.80 per ton, as compared with $1.60 on iron pipe, and $1.40 on pig iron, did not warrant any advances in the scrap iron rates.

In view of the conditions as outlined above, the following upon motion was unanimously adopted:

'Resolved, That the Chairman submit the foregoing facts to Mr. J. F. Tucker, Chairman, Central Freight Association with the request that he use every effort with representatives of lines having in effect individual tariffs covering unauthorized rates, to have same cancelled, and failing in this that he endeavor to secure an advance more nearly approximating the authorized basis.

No further business being presented, the meeting on motion adjourned.

C. E. Fulton, Chairman."

Above exhibit, consisting of two pages, is marked "Complainant's Exhibit Fraser No. 669."

Complainant offers in evidence Proceedings of Conference Meeting between Representatives of Initial Lines from Chicago, East St. Louis and Peoria, to consider Rates on Scrap Iron, from Chicago, East St. Louis and Peoria, to Indiana Gas Belt Stations, and intermediate points, held in Chicago, September 7, 1905.

Which record is in words and figures as follows, to-wit:

"Proceedings of Conference Meeting between Representatives of Initial Lines from Chicago, East St. Louis and Peoria, to consider rates on Scrap Iron from Chicago, East St. Louis and Peoria to Indiana Gas Belt Stations and Intermediate Points.

Held at Cent. Frt. Assn. Committee Rooms, Chicago, September 7, 1905.

Attendance:

C. H. Harkins, B. & O. R. R.
E. B. Tullis, B. & O. S. W. R. R.
C. Tillinghast.; O. A. Rhine.; W. V. Carroll, C. C. C. & St. L. Ry.
J. E. Williams, C. H. & D.—P. M. System.
C. R. Manter, C. P. & St. L. Ry.
R. E. Eggebrecht, C. & E. I. R. R.
O. C. Carter, C. I. & L. Ry.
F. C. Eckman, G. T. Ry. System.
W. W. Ward, I. I. & I. R. R.
J. W. Bingham, L. S. & M. S. Ry.
M. R. Maxwell, L. E. & W. R. R.
D. M. Goodwin, L. & N. R. R.
F. Zimmerman, M. C. R. R.
E. T. Wood, Penna. Co.
J. B. Hill, M. S. Connelly, P. C. C. & St. L. Ry.
D. Mowat. T .P. & W. Ry.
H. R. Griswold, Vandalia R. R.
E. R. Newman, Wabash R. R.

Also present:

C. E. Fulton, Sec'y. Chicago & Ohio River Committee.

The Chairman presented proceedings of a meeting, held on July 7th last, at French Lick, Ind., by the St. Louis-Cincinnati-Louisville Freight Committee and the Chicago & Ohio River Committee, regarding rates on scrap iron, carloads, from and to points in Illinois and Indiana, at which time the following resolution was adopted:

'Resolved, That the Chairman submit the following facts to Mr. J. F. Tucker, Chairman of the Central Freight Association, with the request that he use every effort with representatives of lines having in effect individual tariff covering unauthorized rates, to have same cancelled, and failing in this that he endeavor to secure an advance more nearly approximating the authorized basis.

Correspondence was also read showing that an effort had been made to have rate of $1.15 per gross ton published on scrap iron, carloads, from Chicago, Ill., to Muncie, Ind., and rate of $1.00 per gross ton published on like traffic from Chicago to Terre Haute, Ind., advanced, to normal basis, but without anything being accomplished, hence the representatives of competing railroads thought it advisable that the Chicago, East St. Louis and Peoria lines should be convened to consider the subject of placing their shippers on a competitive basis.

It was stated as the belief that the rate from Chicago to Muncie was established on account of the rate current from Chicago to Terre Haute, and that the latter rate was made effective in view of the rate prevailing from Chicago to East St. Louis. Information was also furnished that the Chicago-East St. Louis roads expect in the near future to restore the rate from Chicago to East St. Louis to probably $1.40 per gross ton, and if this is done it is expected rate from Chicago to Terre Haute will be advanced, and this may enable restoration of rate of $1.40 per gross ton from Chicago to Muncie.

In view of the foregoing, it is

Recommended, That no change be made in the present rates from Chicago, East St. Louis and Peoria, Ill., to points in Central Freight Association terrotory, as established by the records of the Central Freight Association.

It is also

Recommended, That after the Chairman of the Central Freight Association obtains information as to what conclusions the Chicago-East St. Louis, lines reach concerning the advance in the rate from Chicago to East St. Louis, another meeting of the initial eastbound roads at Chicago, East St. Louis and Peoria be held to further consider the matter of rates on scrap iron, carloads, from and to Illinois and Indiana points.

It is suggested that the next meeting to discuss this question be held at Chicago Thursday morning, the 14th instant, if practicable, but this will depend upon whether or not a report is received by that time of an advance in the rate from Chicago to East St. Louis.

E. Morris, Chairman."

Above exhibit, consisting of three pages, is marked "Complainant's Exhibit Fraser No. 670."

Complainant offers in evidence letter marked "Advice Letter No. K-160, addressed to the General Freight Agents, dated November 21, 1904, and signed by J. F. Tucker, Chairman.

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, November 21, 1904.

Subject:—Proposed rate on glass bottles, C. L., from Evansville Ind., to Cincinnati, Ohio.

Advice Letter No. K-160.

To the General Freight Agents, Gentlemen:

The following is received from Mr. D. H. Hillman, Chairman, Evansville Freight Committee:

'Lines at Evansville individually desire to publish rate of 10 cents per 100 lbs. on glass bottles, C. L. Evansville, Ind., to Cincinnati, Ohio, for the reason that there is now already published from Alton, Ill., by the Illinois Terminal Railroad, a rate of 12 cents per 100 lbs. On account of the geographical location, river competition, and less haul, the lines from Evansville feel that a 10 cent rate would be on a justly comparative basis and they desire to individually publish such rate.'

The present published rate from Alton is as stated above; the present fifth class rate from Evansville to Cincinnati is 15 cents per 100 lbs.

Please note on the enclosed blank your views on this proposition, and oblige, Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 571."

Complainant offers in evidence unsigned copy of letter, presumably from R. M. Fraser, dated Dec. 3rd, 1904, addressed to Mr. J. F. Tucker, Chairman C. F. A.

Which letter is in words and figures as follows, to-wit:

"Dec. 3, 1904.

4301 & B-308

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:

On receipt of your wire regarding rate on Missouri River Wheat, I transmitted same to directly interested members by letter (copy attached) and received replies by Special Messenger, as follows:

B. & O. S. W. R. R. 'Your Circular Letter of the 3rd inst. file 4301 and B-308, addressed jointly to Messrs, Nichols, Hodgdon, Campbell, and myself, relative to rate on Missouri River Wheat from East St. Louis to Cincinnati, Jeffersonville, Louisville, etc. We have issued our tariff, effective Dec. 15th, advancing the rate to Louisville, Lawrenceburg, Jeffersonville and Cincinnati to 7 cents per 100 lbs., superseding our Tariff B-225.'

C. C. C. & St. L. Ry. 'Yours 4301 & B-308. Effective Dec. 5th our rate on Mo. River Wheat from East St. Louis to Cincinnati, Jeffersonville, Louisville, etc., will be 7 cts. per 100 lbs.'

Southern Ry. 'Your letter of this date, file 4301 and B-308. So far as Cincinnati is concerned we will maintain on wheat from East St. Louis, originating Missouri River points, whatever rate is adopted by the direct lines, be this 6 or 7 cents, but to Louisville, Evansville and New Albany, on such business the present rate of 4 cents per 100 lbs. will remain unchanged.'

T. H. & I. R. R. 'Referring to your letter of Dec. 3rd, file 4301 and B-308, with reference to rate on wheat, East St. Louis to Cincinnati, Jeffersonville, Evansville and Louisville, when from the west.

Our tariff is issued making rate of 7 cts. per 100 lbs. on this business, effective Dec. 5th. It has been customary for us to apply this rate to strictly intermediate points, and unless some good reason is advanced why we should not do this, we will follow the old practice.'

Trusting the above will give you the desired information, I am, Yours respectfully,

Chairman.

P. S. This is the information promised in my wire to you this A. M."

Above exhibit is marked "Complainant's Exhibit Fraser No. 672."

Complainant offers in evidence Circular letter dated May 5th, 1905, marked "Confidential," and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION

Eighth Floor Monadnock Block.

Confidential. Chicago, May 5, 1905.

I. C. C. Advice No. 419.

To the General Freight Agents,

Gentlemen: This office is informed that the following tariffs have been issued:

Item. 1 C. B. & Q. GFO 7151, 3-30 powder, 20,000 lbs., Edwards, Ill. to Louisville, 37 cents. (IC, B&OSW.)

2 M. I. & I. Line, ICC 148, 5-2, salt, 30,000 lbs., Manistee and Ludington to (IC) New Orleans, Natchez, Rosedale, Vicksburg and group, 22 cents.

3 L. H. & St. L. ICC 294, 5-1, fire brick, 30,000, lbs. Louisville to Evansville, 5 cents.

4 Santa Fe, 4-20, 70,000 lbs. flour, KC to Glasgow, 29.15 Anchor Line to Phila. (See Note.)

5 C. & E. I. 4-22, Chicago to Liverpool P.H.P., boxed and canned meats, lard, tallow and oleo oil, C. L. large 36, small 41.63 cents.

6 Ill. Cent. 4-15, 200 bbls. red oil, St. Louis to Rotterdam, 32 cents.

7 C. & A., 4-24, 3250 sax flour, KC to Manchester 29.53; 21.09 to N. Y. (USBCo.) (See Note.)

8 Frisco 5-1, 1 car walnut logs, E. St. Louis to Antwerp, 36 cents.

9 Ill. Cent. 4-27, 25 cars lard, So. Omaha and Sioux City to Liverpool and Manchester, via N. O. large 39, small 42 cents.

10 Mo. Pac. 4-28, 1 car washing powder, Omaha to London, via Westwego, 42 cents; 2 cars tallow St. Jos. to Liverpool, 37 cents, via Westwego.

11 C. G. W. 4-25, 196,000 lbs. flour, KC to La Guayra, 42.1; L. V. T. to N. Y. (See Note.)

12 Frisco 5-5, 7 to 10 cars lard KC to Hamburg, via N. O., large 36, small 39 cents.

Note: These items included because report does not show whether or not lines east of junctions with western roads are allowed authorized proportions.

Yours very truly,
J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 673."

Complainant offers in evidence Circular letter dated May 29th, 1905, marked "Circular Letter No. 383, cancelling Circular No. 353, "relating the rules governing shipments of packing house products between Association points proper.

Which letter is in words and figures as follows, to-wit:

CENTRAL FREIGHT ASSOCIATION
CHICAGO & OHIO RIVER COMMITTEE

Secretary's Office, Room No. 836 Monadnock Block.

Circular Letter No. 383 Chicago, May 29th, 1905.
Cancelling Circular No. 353. File No. 985.

Rules governing shipments of packing house products, Fresh Meats, etc., between Association points proper.

To the General Freight Agents. In accordance with action taken by the Chicago Committee at meeting March 29th, and as decided by a Sub-committee April 4th, the following rules will be established to govern transportation of

the various commodities as mentioned herein, from and to all points in Chicago and Ohio River Committee territory, effective April 5, 1904, and as revised on May 23rd, 1905:

Rule 1. When any of the following specified articles are shipped by one shipper or owner at one time to one consignee and destination, in either straight or mixed carloads, and the aggregate weight of the entire shipment is 28,000 lbs. or more, the carload rate per 100 lbs. applying on each article shall be charged:

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., one-eighth bbls., crated or boxed; kegs, tubs or pails, crated or boxed; Grease, N. O. S., in bbls., tierces or boxes; Guts (Beef or Hog), in bbls., half bbls., tierces or casks; Lard (except leaf lard); Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed; Meats, dried, N. O. S., in boxes, bbls., or casks; Meats, dried, sliced in paper boxes packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or boxed; Meats, smoked (except Tongue), in bbls., boxes or casks; Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls., or tierces; Oil, Tanners', in bbls. or tierces; Pigs' Feet, pickled; Pigs' Feet, packed; Pork, pickled, in bbls., or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Stearine, in bbls., tierces or bags; Tails, Cattle or Ox, edible, salted or dried, in boxes, bbls., or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

If the aggregate weight of the foregoing articles does not equal the required minimum weight of 28,000 lbs., sufficient weight at Packing-house Product rate shall be added to the weights thereof to make up the deficiency in weight. Any other articles loaded in the same car with

those described above will be charged for at less than carload rate authorized for such articles, and the weight thereof shall not be applied towards making up the required minimum weight of 28,000 lbs.

Rule 2. When any of the following specified articles are shipped with other articles taking 5th class in carloads, as per current Official Classification, by one shipper or other at one time to one consignee and destination, and the aggregate weight of the entire shipment is 28,000 lbs., or more, the carload rate for 100 pounds applying on each article shall be charged:

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., one-eighth bbls., crated or boxed; kegs, tubs or pails, crated or boxed; Grease, N. O. S., in bbls., tierces or boxes; Guts (Beef or Hog), in bbls., half bbls., tierces or casks; Lard (except leaf lard); Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed; Meats, dried, N. O. S., in boxes, bbls., or casks; Meats, dried, sliced in paper boxes packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or boxed; Meats, smoked (except Tongue), in bbls., boxes or casks; Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls., or tierces; Oil, Tanners', in bbls. or tierces; Pigs' Feet, pickled; Pigs' Feet, packed; Pork, pickled, in bbls., or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Stearine, in bbls., tierces or bags; Tails, Cattle or Ox, edible, salted or dried, in boxes, bbls., or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

If the aggregate weight of the foregoing articles, including those taking fifth class, carloads, as per current Official Classification, does not equal the required minimum

weight of 28,000 lbs., sufficient weight at Fifth Class rate shall be added to the weights thereof to make up the deficiency in weight.

Any other articles than those enumerated above and articles taking 5th class in carloads, as per current Official Classification, may be loaded in the same car, but such other articles will be charged for at the L. C. L. rate applying thereon, and the weight thereof shall not be applied towards making up the required minimum of 28,000 lbs.

Rule 3. When any of the following specified articles, or articles taking 5th class rates, in carloads, as per current Official Classification, are loaded into a car containing 3,000 pounds or less of dressed beef, sheep or hogs, said dressed beef, sheep or hogs or articles taking dressed meat rates as enumerated in Rule 4, shall be charged for at the dressed beef rate at 3,000 pounds, and the other specified articles, including those taking fifth class in carloads, as per current Official Classification, at the actual weight and at their carload class rate, but the weight of the latter shall not be used to make up a deficiency where the weight of the dressed beef, sheep or hogs or articles taking dressed meat rates as enumerated in Rule 4, is less than 3,000 pounds. Should the car contain a greater quantity than 3,000 pounds of dressed Beef, Sheep or Hogs or articles taking dressed meat rates as enumerated in Rule 4, the actual weight of the dressed beef, sheep or hogs or articles taking dressed meat rates as enumerated in Rule 4, shall be charged for. Any other articles than those enumerated below, and articles taking fifth class, in carloads, as per current Official Classification, may be loaded in the same car, but such other articles will be charged for, the less-than-carload rate applying thereon. In no case, however, will the minimum charge for the entire shipment be less than 20,000 pounds at the dressed beef rate.

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef

or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., one-eighth bbls., crated or boxed; kegs, tubs or pails, crated or boxed; Grease, N. O. S., in bbls., tierces or boxes; Guts (Beef or Hog), in bbls., half bbls., tierces or casks; Lard (except leaf lard); Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed; Meats, dried, N. O. S., in boxes, bbls., or casks; Meats, dried, sliced in paper boxes packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or boxed; Meats, smoked (except Tongue), in bbls., boxes or casks; Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls., or tierces; Oil, Tanners', in bbls. or tierces; Pigs' Feet, pickled; Pigs' Feet, packed; Pork, pickled, in bbls., or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Stearine, in bbls., tierces or bags; Tails, Cattle or Ox, edible, salted or dried, in boxes, bbls., or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

Note.—Mixed cars containing fresh meats in boxes, dressed beef, or articles taking dressed beef rates, will only be accepted subject to the provisions of this rule.

Rule 4. Dressed Beef, Lamb, Mutton, Pork Loins, Pork cut in pieces, Veal, Dressed Hogs, Beef and Pork Tenderloins, Beef Round, Butts, Clods, Hearts, Livers, Leaf Lard, in racks, Loins or Ribs, Plucks, Rolls, Fresh Tongues, Skirts, Fresh Sausage, Tails, Boneless Chucks and Chuck Meats (either fresh or salted), in boxes or bbls., Beef Suet in boxes or bbls., and other Fresh Meats, N. O. S., when shipped by one packer or owner at one time to one consignee and destination, may be loaded in the same car subject to a minimum weight of 20,000 lbs., in any one car, and at the authorized dressed beef rates. If the actual weight

exceeds the minimum weight of 20,000 lbs., the actual weight shall be charged for.

Rule 5. Rule 5-C of Official Classification will apply on shipments of articles mentioned in any of the foregoing rules, when forwarded in *straight* carloads from one shipper to one consignee and one destination, the car containing the "part lot" to be subject to a minimum charge of 12,500 lbs. at the carload rate, or at actual weight if in excess of 12,500 lbs.; under this rule the same shipper or owner of the property will be limited to one car containing "part lot" on any one day to the same consignee and destination.

Rule 6. Rule 5-C of Official Classification will *not* apply on shipments of articles subject to the provisions of any of the foregoing rules when forwarded in mixed carloads. Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 674."

Complainant offers in evidence Circular Letter dated April 5th, 1904, marked "Circular Letter No. 353, Cancelling Circular No. 352," relating to rules governing shipments of packing-house products between Association points proper.

Which letter is in words and figures as follows, to-wit:

"Central Freight Association.
Chicago & Ohio River Committee.

Secretary's Office, Room No. 836, Monadnock Block.
Circular Letter No. 353. Chicago, April 5th, 1904.
Cancelling Circular No. 352. File No. 985.
Rules Governing Shipments of Packing-House Products, Fresh Meats, etc., Between Association Points Proper.
To the General Freight Agents:

In accordance with action taken by the Chicago Committee at meeting March 29th, and as decided by a Sub-Committee April 4th, the following rules will be established to govern transportation of the various commodities as mentioned herein, from and to all points in Chicago and Ohio River Committee territory, effective April 5th, 1904:

Rule 1. When any of the following specified articles are shipped by one shipper or owner at one time to one consignee and destination, in either straight or mixed carloads, and the aggregate weight of the entire shipment is 28,000 lbs. or more, the carload Packing-House Product rate per 100 lbs. will be charged:

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., crated or boxed, kegs, tubs or pails, crated or boxed; Cattle Switches or Tails, N. O. S., green, salted, in bales, bbls. or bundles; Glue and Glue Stock; Grease, N. O. S., in bbls., tierces or boxes; Guts (beef or hog), in bbls., half bbls., tierces or casks, Hides, Calf, Beef or Horse, green, tied in bundles; Hide Pates or Scraps; Hog Skins, green, in bundles; Hog Skins, pickled; Hoofs; Horns; Lard; Lard, leaf, in pcks. on bulk; Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed;; Meats, dried, N. O. S., in boxes, bbls. or casks; Meats, dried, sliced, in paper boxes, packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or boxed; Meats, smoked (except Tongue), in bbls., boxes or casks, Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls. or tierces; Oil, Tanners' in bbls. or tierces; Pigs' Feet, Pickled; Pigs' Feet, packed; Pork, pickled, in bbls. or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Sheep Pelts or Skins, green, tied in bundles; Sheep Skins, pickled; Stearine, in bbls., tierces or bags; Tails, Cat-

tle or Ox, edible, salted or dried, in boxes, bbls., or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

If the aggregate weight of the foregoing articles does not equal the required minimum weight of 28,000 lbs., sufficient weight at Packing-House Product rate shall be added to the weights thereof to make up the deficiency in weight. Any other articles loaded in the same car with those described above will be charged for at less-than-carload rate, authorized for such articles, and the weight thereof shall not be applied towards making up the required minimum weight of 28,000 lbs.

Rule 2. When any of the following specified articles are shipped with other articles taking 5th class, in carloads, as per current Official Classification, by one shipper or owner at one time to one consignee, and destination, and the aggregate weight of the entire shipment is 28,000 lbs., or more, the carload rate for one hundred pounds applying on each article shall be charged:

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., crated or boxed, kegs, tubs or pails, crated or boxed; Cattle Switches or Tails, N. O. S., green, salted, in bales, bbls. or bundles; Glue and Glue Stock; Grease, N. O. S., in bbls., tierces or boxes; Guts (beef or hog), in bbls., half bbls., tierces or casks, Hides, Calf, Beef or Horse, green, tied in bundles; Hide Pates or Scraps; Hog Skins, green, in bundles; Hog Skins, pickled; Hoofs; Horns; Lard; Lard, leaf, in pcks. or bulk; Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed;; Meats, dried, N. O. S., in boxes, bbls. or casks; Meats, dried, sliced, in paper boxes, packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or

boxed; Meats, smoked (except Tongue), in bbls., boxes or casks, Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls. or tierces; Oil, Tanners' in bbls. or tierces; Pigs' Feet, Pickled; Pigs' Feet, packed; Pork, pickled, in bbls. or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Sheep Pelts or Skins, green, tied in bundles; Sheep Skins, pickled; Stearine, in bbls., tierces or bags; Tails, Cattle or Ox, edible, salted or dried, in boxes, or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

If the aggregate weight of the foregoing articles, including those taking fifth class, carloads, as per current Official Classification, does not equal the required minimum weight of 28,000 lbs., sufficient weight at Packing-house Product rate shall be added to the weights thereof to make up the deficiency in weight.

Any other articles than those enumerated above, and articles taking 5th class in carloads, as per current Official Classification, may be loaded in the same car, but such other articles will be charged for at the L. C. L. rate applying thereon, and the weight thereof shall not be applied towards making up the required minimum of 28,000 lbs.

Rule 3. When any of the following specified articles, or articles taking fifth class rates, in carloads, as per current Official Classification, are loaded into a car containing 3,000 pounds or less of dressed beef, sheep or hogs, said dressed beef, sheep or hogs shall be charged for at the dressed beef rate of 3,000 pounds, and the other specified articles, including those taking fifth class, in carloads, as per current Official Classification, at the actual weight and at their carload *class* rate, but the weight of the latter shall not be used to make up a deficiency where the weight of the dressed beef, sheep or hogs is less than 3,000 pounds. Should the car

contain a greater quantity than 3,000 pounds of dressed beef, sheep or hogs, the actual weight of the dressed beef, sheep or hogs shall be charged for. Any other articles than those enumerated below, and articles taking fifth class, in carloads, as per current Official Classification, may be loaded in the same car, but such other articles will be charged for at the less-than-carload rate applying thereon. In no case, however, will the minimum charge for the entire shipment be less than 20,000 pounds at the dressed beef rate.

Beef, pickled, in bbls. or tierces; Casings, Sausage (Beef or Hog), in bbls. or tierces, one-quarter bbls., one-eighth bbls., crated or boxed, kegs, tubs or pails, crated or boxed; Cattle Switches or Tails, N. O. S., green, salted, in bales, bbls. or bundles; Glue and Glue Stock; Grease, N. O. S., in bbls., tierces or boxes; Guts (beef or hog), in bbls., half bbls., tierces or casks, Hides, Calf, Beef or Horse, green, tied in bundles; Hide Pates or Scraps; Hog Skins, green, in bundles; Hog Skins, pickled; Hoofs; Horns; Lard; Lard, leaf, in pcks. or bulk; Lard Substitutes, N. O. S.; Liver, pickled, in bbls., tierces or casks; Meats, canned, N. O. S., boxed; Meats, dessicated, in cans, boxed;; Meats, dried, N. O. S., in boxes, bbls. or casks; Meats, dried, sliced, in paper boxes, packed in cases; Meats, potted, in cans, glass or earthenware, boxed; Meats, salted, packed or in bulk, or boxed; Meats, smoked (except Tongue), in bbls., boxes or casks, Oil, Oleo, in bbls., or tierces; Oil, Tallow, in bbls. or tierces; Oil, Red, in bbls. or tierces; Oil, Tanners' in bbls. or tierces; Pigs' Feet, Pickled; Pigs' Feet, packed; Pork, pickled, in bbls. or tierces; Sausage, Bologna, or smoked, in bbls., boxes, kegs, casks or baskets; Sausage, canned; Sheep Pelts or Skins, green, tied in bundles; Sheep Skins, pickled; Stearine, in bbls., tierces or bags; Tails, Cattle or Ox, edible, salted or dried, in boxes, bbls., or casks; Tallow, in bbls. or tierces; Tongue, pickled, in bbls. or tierces; Tripe, pickled, in bbls., kegs or kits.

Note.—Mixed cars containing fresh meats, in boxes, dressed beef, or articles taking dressed beef rates, will only be accepted subject to the provisions of this rule.

Rule 4. Dressed Beef, Lamb, Mutton, Pork Loins, Pork cut in pieces, Veal, Dressed Hogs, Beef and Pork Tenderloins, Beef Round, Butts, Clods, Hearts, Livers, Leaf Lard, in racks Loins or Ribs, Plucks, Rolls, Fresh Tongues, Skirts, Fresh Sausage, Tails, Boneless Chucks and Chuck Meats (either fresh or salted), in boxes or bbls., Beef Suet in boxes or bbls., and other Fresh Meats, N. O. S., when shipped by one packer or owner at one time to one consignee and destination, may be loaded in the same car subject to a minimum weight of 20,000 lbs., in any one car, and at the authorized dressed beef rates. If the actual weight exceeds the minimum weight of 20,000 lbs., the actual weight shall be charged for.

Note.—Any of the articles enumerated in Rules 1 and 2 may be loaded in the same car to make up the minimum weight under this rule. Any other articles than those enumerated in Rules 1 and 2 loaded in the same car with those described above may be taken at the less-than-carload rate authorized for such articles, but the weight thereof shall not be computed towards making up the authorized minimum weight of the car into which they may be placed.

Rule 5. Rule 5-C of Official Classification will apply on shipments of articles mentioned in any of the foregoing rules, when forwarded in *straight* carloads from one shipper to one consignee and one destination, the car containing the "part lot" to be subject to a minimum charge of 12,500 lbs. at the carload rate, or at actual weight if in excess of 12,500 lbs.; under this rule the same shipper or owner of the property will be limited to one car containing "part lot" on any one day to the same consignee and destination.

Rule 6. Rule 5-C of Official Classification will ***not*** apply

on shipments of articles subject to the provisions of any of the foregoing rules when forwarded in mixed carloads.

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 675."

Complainant offers in evidence Letter dated June 13th, 1905, addressed to R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Committee, signed C. E. Fulton, Secretary.

Which letter is in words and figures as follows, to-wit:

Chicago, June 13, 1905.

In your reply refer to File No. 1272.

Mr. R. M. Fraser, Chairman, St. L.-C.-L. Committee, St. Louis, Mo.

Dear Sir: Yours of the 12th, file B-487 relative to rates on Trunks L. C. L., between E. St. Louis and Ohio River crossings, as also from and to Chicago.

In order that there may be no misunderstanding as to the application of 40 cent rate from Chicago to Ohio River crossings on Kentucky business applying to such points as Louisville, Newport, Covington, etc., we will with first supplement to tariff add a clause to the effect that same will apply only to interior Kentucky points and not to points on the Ohio River, although I am positive our lines fully understand this and in no case have used this rate to Louisville, etc., proper.

I also believe the understanding at meeting was that rates from St. Louis to Ohio River crossings on Kentucky business might be made same as from Chicago, but that between E. St. Louis and the river the Official Classification should apply same as from Chicago, and with correction to

our tariff as above stated, I think the matter will be satisfactorily disposed of.

Yours truly,
C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 676."

Complainant offers in evidence Proceedings of Conference between the St. Louis-Cincinnati-Louisville Freight Committee and the Chicago & Ohio River Committee, held in Chicago, June 2nd, 1905.

Which proceedings are in words and figures as follows, to-wit:

Proceedings of Joint Conference Between the St. Louis-Cincinnati-Louisville Freight Committee and Chicago & Ohio River Committee, Held in Chicago & Ohio River Commitee Rooms, Chicago, Friday, June 2, 1905.

Representation C. & O. R. Committee:

C. E. Fulton, Chairman. B. & O. S. W. R. R., Archibald Fries, E. Hart, Jr.; C. & A. Ry., C. A. King, by F. S. Hollands; C. & E. I. R. R., S. J. Cooke, by R. E. Eggebrecht; C. & E. R. R., not represented; C. C. C. & St. L. Ry., C. Tillinghast, H. F. Frost; C. H. & D. Ry.; E. J. Hutchinson, J. E. Williams; C. I. & L. Ry., O. C. Carter; E. & T. H. R. R., D. H. Hillman; U. C. R. R., Geo. W. Becker; P. C. C. & St. L. Ry., M. S. Connelly, H. C. Matthews, F. E. Sawyer; So. Ry. (St. L. & L. Div.), R. A. Campbell, S. Neffler; Vandalia R. R., H. R. Griswold; Wabash R. R., E. R. Newman.

Representation St. Louis-Cincinnati-Louisville Committee:

R. M. Fraser, Chairman. B. & O. S. W. R. R., Archibald Fries, E. Hart, Jr.; C. & A. Ry., R. D. Yoakum, by

F. S. Hollands; C. P. & St. L. Ry., C. W. Galligan; C. H. & D. Ry., E. J. Hutchinson; C. C. C. & St. L. Ry., H. F. Frost; I. C. R. R., Geo. W. Becker; L. H. & St. L. Ry., L. J. Irwin; L. & E. P. Co., not represented; P. C. C. & St. L. Ry., F. E. Sawyer, H. C. Matthews; Southern Ry., R. A. Campbell, Vandalia R. R., H. R. Griswold.

Meeting convened 11:00 a. m., C. E. Fulton presiding.

Commodity Rates Between East St. Louis and Ohio River Crossings vs. Between Chicago and Ohio River Crossings.

General discussion of the commodity rates at present in effect between Chicago and Ohio River crossings, vs. between E. St. Louis and Ohio River crossings, resulted in the announcement of making no changes in the present rates on following commodities:

Brick, general, C. L.; Clay, shale or kaolin, common or crude (not ground or prepared); Coke, gas-house, C. L.; Cotton sheeting, duck and drilling, L. C. L.; Cotton yarn, warp, jeans and mop cotton, L. C. L.; Fertilizer, C. L.; Glycerine, crude, C. L.; Meats, fresh, dressed beef, mutton, etc., C. L.; Oil, corn, lard, oleo, red, tanners', C. L.

Note:—Lard oil between E. St. Louis and Ohio River crossings to be restored to Official Classification basis.

Oil, crude or fuel, crude naptha, etc., C. L.; Oil, rosin, C. L.; Packing-house products and provisions, C. L.; Pipe and fittings, cast iron, C. L.; Rosin, C. L.; Soap stock, tallow, spent lye, etc., C. L.; Tar, pitch and turpentine, C. L.; Vinegar, C. L.

The following changes were decided upon:

Cement, asphalt or tar paving, C. L., 11 cents between E. St. Louis and Ohio River crossings, and Chicago and O. R. crossings.

Cotton batting, C. L., rates Ohio River crossings to E. St. Louis and Chicago restored to Official Classification basis, providing corresponding rates apply from Ohio River crossings to Central Freight Association points, i. e., Detroit, Toledo, etc.

Drums, casks or tubes, iron, empty, second-hand—commodity rates between E. St. Louis and Ohio River crossings to be canceled carrying same as exception to Official Classification at fourth-class rates.

Iron, bar, C. L.—rates Louisville, Jeffersonville and New Albany to E. St. Louis, advanced to 10 cents same as now applies from O. R. Crossings to Chicago, providing rate from Vincennes and Terre Haute to E. St. Louis will be correspondingly advanced.

Iron, scrap, C. L.—decided that matter be made subject of joint conference meeting between E. St. Louis Committee, C. & O. R. Committee and Central Freight Ass'n lines for general check in lining up all rates.

Lead, red or white and litharge, in straight or mixed C. L., St. Louis lines directed attention to rate between Chicago and Ohio River crossings as per note reading, "foregoing rates do not apply on shipments of paints in oil or prepared," and suggesting that the note be eliminated.

As foregoing was in acordance with legislation of the Chicago and Ohio River Committee, May 17th, 1905, decided that the matter be again presented for consideration of the General Committee at its meeting June 21st.

Tanners' Offal, C. L. 10 cents between East St. Louis and Ohio River and Chicago and Ohio River crossings.

Trunks, nested, L. C. L.—Official Classification basis to apply from East St. Louis to Ohio River crossings.

Rates on butter and cheese when loaded in refrigerator cars vs. common cars.

A member directed attention to application of 2nd class rates on butter L. C. L. and 3rd class rates on cheese L. C.

L., whether in refrigerator or common cars, in connection with which it was recommended that on shipments of butter and cheese when in refrigerator cars rates to be charged for shall be just one class higher than at present provided for by the Official Classification, or on butter 1st class; cheese 2nd class rates.

Several objections were advanced to the proposition.

The general request was that the changes definitely decided upon as per the foregoing should become effective in the respective tariffs Jun 19, 1905.

No further business being presented, the meeting on motion adjourned. C. E. Fulton, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 677."

Complainant offers in evidence Letter dated Chicago, July 24, 1905, addressed to R. M. Fraser, Chairman, St. Louis-Cincinati-Louisville Freight Committee, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

Chicago, July 24, 1905.

Please refer to File No. 12,275-B.

Mr. R. M. Fraser, Chairman,

St. Louis-Cincinnati-Louisville Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to your file B-368 regarding rates on bar iron from Louisville and New Albany to East St. Louis:

Please advise me the present status of this subject so far as concerns the St. Louis-Cincinnati-Louisville Freight Committee. Is your Committee waiting to learn what will be done toward advancing the rates from Vincennes and Terre

Haute to East St. Louis, prior to making any advance in the present rate from Louisville and New Albany?

Yours very truly,
J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 678."

Complainant offers in evidence Letter marked "Confidential," dated Chicago, February 28, 1905, addressed to the General Freight Agents, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

Chicago, February 28 1905.

Confidential. I. C. C. Advice No. 402.

To the General Freight Agents,

Gentlemen: This office is informed that the following tariffs have been issued:

Item 1. Ill. Cent. Supp 5 to ICC 2424, 2/27, (re-issues) (a) Owensboro to Kan. City on farm wagons, 20,000 lbs. 35½; buggies, 20,000, 37½. (b) Owensboro to E. St. Louis, sewer pipe, 24,000 lbs. 9½ cents. (c) Iron, bar and plate, C. L. between Louisville, New Albany, Jeff. and E. St. Louis, Belleville, Granite City and Madison, 8 cents.

Item 2. C. B. & Q. FO 5732, 2/28, dried beans, 24,000 lbs., Chicago to (M. & O.) Alabama Port, Ala., 35 cents.

Item 3. B. & O. S. W. ICC 4499, 2/28, bar iron, 40,000 lbs., Louisville, Jeff. and New Albany to E. St. Louis and Belleville, 8 cents.

Item 4. Ill. Cent. A-13,550, 2/27, P. H. P. 24,000 lbs., Chicago to Vera Cruz and Tampico, lard, in tierces, 39 cents; hams, bacon and canned meats, strt. or mixed CL, 44 cents. Marine insurance not included.

Item 5. Santa Fe, 2/28, 200 bbls. flour K. C. to Manaos, Brazil, 47.6 cents—TD to NY—see Note.

Item 6. Ill. Cent. 2/24, one car feathers, Chicago to Christiana via N. O., $1.05.

Item 7. Frisco 2/28, 2 cars canned meats, K. C. to New Castle, 43 cents, via N. O.

Item 8. Ill. Cent. 2/23, 75 tierces lard, E. St. Louis to Stettin, via N. O., 44 cents.

Item 9. Mo. Pac. 2/23, 400 tierces lard, K. C. to Hamburg, via Westwego, 38 cents.

Item 10. C. & A. 2/23, 420,000 lbs. flour, K. C. to Bristol, 30.9, 21.9 cents to N. Y. (I. S. Des.) (See Note.)

Item 11. Frisco from K. C. 3/1, 1 car canned meats, London, 39c; 500 half-bbls. lard, Trieste, 40 cents; 75 tierces lard, Glasgow, 40 cents; 75 tierces, 250 half-bbls. lard, Liverpool, 38, via N. O.

Note.—These items included because report does not show whether or not lines east of junctions with western roads are allowed authorized proportions.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 679."

Complainant offers in evidence Letter dated Chicago, Sept. 22nd, 1904, being a call for a meeting at Chicago, September 26th, 1904, to consider rates on cast-iron pipe, addressed to the representatives of initial lines at Cairo, East Cape Girardeau, East St. Louis and Thebes, Ill.; Evansville, Jeffersonville, New Albany, Noblesville and Vincennes, Ind.; Detroit, Mich.; Buffalo, N. Y.; Cincinnati, Cleveland, Columbus, Jackson, Massillon and New

Comerstown, Ohio; and Scottdale, Pa., and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
Eighth Floor, Monadnock Block.

Chicago, September 22, 1904.

Call for Meeting,

At Chicago, Ill., Monday, September 22, 1904, to consider rates on cast-iron pipe.

C. M. No. 203

To the representatives of initial lines at Cairo, East Cape Girardeau, East St. Louis and Thebes, Ill.; Evansville, Jeffersonville, New Albany, Noblesville and Vincennes, Ind.; Detroit, Mich.; Buffalo, N. Y.; Cincinnati, Cleveland, Columbus, Jackson, Massillon and New Comerstown, Ohio; and Scottdale, Pa.

Gentlemen: Referring to Information Circular No. 5443, issued to-day, naming reduced rates on cast-iron pipes, in carloads, from various cast-iron shipping points in Central Freight Association territory to Chicago, Peoria, East St. Louis, etc.

In view of the reductions as provided by said Information Circular, it was decided that a meeting of the representatives of all roads that are initial at Central Freight Association points at which cast-iron pipe is manufactured, should convene at this Association's rooms Monday, September 26, 1904, at 10:30 a. m., to recheck the rates applying on cast-iron pipe from cast-iron pipe shipping points to points in Central Freight Association territory.

Please, therefore, arrange to be present at said meeting, it being understood that you will telegraph this office immediately upon receipt hereof in case you cannot be on hand.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 680."

Complainant offers in evidence Letter dated Chicago, Jan. 16th, 1903, addressed to General Freight Agents, and signed "C. E. Fulton, Secretary."

Which letter is in words and figures as follows, to-wit:

"Chicago, Jan. 16, 1903.
In your reply refer to File No. 1050.
Iron Pipe Rates.

To General Freight Agents,

Gentlemen:—At your meeting December 10-12 in conference with the members of the St. Louis-Louisville-Cincinnati Committee it was decided that effective January 1, 1903, rates on iron pipe between Chicago and Ohio River crossings, and East St. Louis and Ohio River crossings should be $2.00 per ton, contingent upon same rate to prevail from Columbus, Massillon and New Comerstown to Chicago, in connection with which it was generally understood and so stated verbally by parties in interest, that the foregoing rates would be made effective from Ohio points to Chicago on January 1st, and therefore the rates were accordingly published between Chicago and Ohio River crossings, and southern connections were so notified.

After the tariffs were out and distributed it was ascertained that the Iron Pipe Committee had not as yet had a complete check of rates throughout C. F. A. territory, and that the matter would not be disposed of until meeting to be called January 6th; therefore in accordance with proceedings of your meeting December 10-12 southern connections were immediately notified and supplements issued to tariffs promulgated from this office, restoring northbound rate to old figures of $1.65 Ohio River to Chicago, until such time as it was definitely ascertained or final advices received of

exact date effective of $2.00 per ton rate from New Comerstown, Massillon and Columbus.

This office is now advised verbally by representatives of eastern lines that their tariffs are in the hands of printers and will provide for $2.00 rate effective February 1st, as also in receipt of C. F. A. Information No. 3963 which provides that advanced iron pipe rates throughout C. F. A. territory will become effective February 1st.

I have therefore this day notified by wire representatives of southern lines accordingly, and "issued supplement to Division Sheet No. 46, G. L., taking effect February 1st, providing for rate of $2.00 per ton, on iron pipe from north bank Ohio River crossings to Chicago, and $2.40 to Milwaukee, as also supplement to Through Freight Rates No. 46, applying from Ohio River crossings proper."

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 681."

Complainant offers in evidence Unsigned copy of letter August 9th, 1905, addressed to J. F. Tucker, Chairman, C. F. A., and purporting to be from R. M. Fraser, Chairman.

Which copy of letter is in words and figures as follows, to-wit:

Aug. 9, 1905.

B-376.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 8th, file 10077-R. I give below copy of your wire asking *proper rates* on Sand from Mo. Pits and my reply thereto.

"Please advise what you understand are proper rates on Sand from Missouri Pits to Cincinnati, Louisville and New Albany.

J. F. Tucker."

"Your wire 5th. Authorized rates on Sand, Mo. Pits. to Cincinnati, Louisville and New Albany, $1.80 per ton.

R. M. Fraser."

It is a fact that the rate is to New Albany and Jeffersonville, Ind., $1.50 and to Louisville, Ky. (Bridge Toll higher), $1.60 per ton as per C. R. I. & P., GFD. No. 16,250-B, ICC. No. C-6518, effective June 27th, 1905.

The same rates are published in Frisco System, Joint Through Tariff No. 162-E, ICC. 4536, C&EI. GFD. No. 5-A, effective May 25th, 1905, via So. Ry. to New Albany and Louisville.

The rates are also published in Mo. Pac. Ry. Joint Freight Tariff No. I-S-12,332-C, ICC. No. 7479, effective April 13th, 1905, via B. & O. S. W. and Southern Ry. to New Albany and Louisville.

The So. Ry, is not disposed to carry a higher rate to New Albany than in effect to Gas Belt points, viz.: $1.50, and that I believe resulted in same rate to Jeffersonville and to Louisville the Bridge toll higher.

The rate named by Western Roads Tariffs to those points are printed on authority of the individual roads and are not authorized by this Committee. Respectfully,

Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 682."

Complainant offers in evidence Letter dated Chicago, November 12, 1901, addressed to R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Freight Committee, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

Chicago, Nov. 12, 1901.
Please refer to File 8614.

Glass sand from East St. Louis, Kankakee, etc.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Frt. Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 8th inst., file B-376, in which I presume you intended to refer to our Advice Letter G-506½.

As we understand it, the wishes of the St. Louis-Cincinnati-Louisville Committees are that basis for rates on glass sand to apply from and to C. F. A. points be decided on, and it seems that there will also be brought into question not only the rates subject to said Committee's jurisdiction, but also those points touched by St. Louis eastbound roads not members of said Committee. Hence we have sent call for meeting to all initial lines from East St. Louis and there will be no excuse for every one interested not being fully informed.

It seems to me while the question of establishing uniform basis on glass sand is being discussed, it would be well to present the proposition of the I. I. & I. R. R. for change in rates from Kankakee. As far as the I. I. & I. R. R. proposition is concerned, we believe that the shipments of sand on which the proposed rates will apply are forwarded principally if not altogether, from a few points in the vicinity of Utica, Ill., and it is easy enough to have western roads publish through rates from such points to C. F. A. destinations with the understanding that C. F. A. lines wil be allowed certain divisions thereof, thus eliminating the feature of proportional rates from the question.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit, consisting of two pages, is marked "Complainant's Exhibit Fraser No. 683."

Complainant offers in evidence letter dated Chicago, June 11th, 1901, addressed to R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Freight Committee, and signed "C. E. Fulton, Sec'y."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Chicago & Ohio River Committee.

Secretary's Office,
836 Monadnock Block.

Chicago, June 11, 1901.

Sand Rates Illinois Points to Ohio River Crossings vs. from Klondyke, Mo., via St. Louis.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Frt. Committee,
St. Louis.

Dear Sir: No doubt you are aware that from Klondyke, Mo., the rate on sand to East St. Louis is 40 cents per ton, which plus your tariff rate of $1.35 St.Louis to Cincinnati results in a rate of $1.75 per ton for a distance of 481 miles, which severely menaces the rates from Illinois points to Cincinnati, rates from the latter points being 50 cents per ton for a distance less than 100 miles plus the $1.50 rate Chicago and Chicago rate points to Ohio River crossings for 300 miles.

This question was brought to the attention of the general committee at regular meeting to-day, a resolution being adopted referring the matter to your Committee with a view of ascertaining if possible whether or no the rates could be advanced from Klondyke to Cincinnati. It certainly looks that if $1.50 can be maintained for 300 miles from Chicago, etc., to Cincinnati, the same rate should certainly prevail for your distance East St. Louis to Cincinnati of 342 miles, and the opinion was further expressed that with the

concurrence of the St. Louis, Cincinnati and Louisville lines, you could prevail upon the initial lines to advance the arbitrary of 40 cents to at least 50 cents from Klondyke to East St. Louis.

Won't you kindly see that this matter is presented in accordance with the foregoing? Very truly,

C. E. Fulton, Secretary."

Above exhibit, consisting of two pages, is marked "Complainant's Exhibit Fraser No. 684."

Complainant offers in evidence letter dated Chicago, Sept. 29, 1905, addressed to Mr. R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Freight Committee, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, Sept. 29, 1905.
Please refer to File 12,564-B.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Freight Committee,
St. Louis, Mo.

Dear Sir: Will you kindly inform me the present rate on cotton linters, carloads, from East St. Louis to Cincinnati, Ohio, both when shipments originate at St. Louis or at points west thereof—for instance, in the State of Texas?

This inquiry is made because we find that the Chicago & Eastern Illinois Railroad, on August 3rd, on waybill No. K-15, billed a shipment of cotton linters from East St. Louis to Lockland, Ohio, at rate of 15 cents per hundred pounds, and, in defense thereof, it is stated that said rate is that current to Cincinnati, and is covered by Item 5 of Frisco Sys-

tem Eastbound Arbitrary Tariff No. 626-B, Mch. 16, 1904, but we have examined issues of the St. Louis-Cincinnati-Louisville Committee and cannot locate therein a rate of 15 cents from East St. Louis to Cincinnati, which would, no doubt, apply also to Lockland.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 685."

Complainant offers in evidence letter dated Chicago, July 29, 1905, addressed to Mr. R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Freight Committee, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman,
8th Floor Monadnock Block.

Chicago, July 29, 1905.
Please refer to File 12,564-C.

Mr. R. M. Fraser, Chairman,
St. Louis-Cincinnati-Louisville Freight Committee,
St. Louis, Mo.

Dear Sir: With reference to your favor of the 27th inst., file B-320, 5070, would state that we are to-day in receipt of telegram from Assistant Gen. Frt. Agent Brister, of the C. C. C. & St. L. Ry., that he issued supplement yesterday, effective the 10th proximo, restoring rates on cotton from Cairo to Cincinnati, Jeffersonville and Lockland to Official Classification basis. (His file B-21,530.)

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 686."

Complainant offers in evidence letter dated Chicago, July 14th, 1905, addressed to Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, July 14, 1905.
Please refer to File 12,564-C.

Mr. R. M. Fraser, Chairman,
St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Will you please advise what the present rates are on cotton, compressed and uncompressed, carloads and less than carloads, from East St. Louis to Cincinnati, Jeffersonville, Louisville, and Lockland.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 687."

Complainant offers in evidence letter dated Chicago, June 23rd, 1905, marked "Advice Letter No. K-768," addresed to the General Freight Agents, and signed "J. F. Tucker, Chairman."

Which letter is in words and figures as follows, to-wit:

"CENTRAL FREIGHT ASSOCIATION.
8th Floor Monadnock Block.

Chicago, June 23, 1905.

Subject—Proposed through rates and divisions on mel-

ons, C. L., from points in Missouri and Arkansas to C. F. A. territory.

Advice Letter No. K-768.

To the General Freight Agents,

Gentlemen: The St. Louis Eastbound Freight Committee have adopted the following:

'Recommended, To the Central Freight Association, that Information No. 5244 be cancelled and the following rates be authorized on melons, C. L., minimum weight 25,000 lbs. from Mo. Pac. Ry. (I. M. & So.) and Frisco System stations, as follows:

Missouri Pacific Stations.

Bertrand, Blodgett, Buckeye, Cary, Charleston, Crawfords, Diehlstadt, Essex, Leedys, Melon Switch No. 1, Melon Switch No. 2, Melon Switch No. 3, Miner, Morley, Naylor, Oran, Ostner, Porter, Sargent, Sand Spur, Sikeston, Mo.

Frisco Stations.

Advance, Arbyrd, Baird, Beaver Dam, Benton, Brooks Jct., Bucoda, Campbell, Clarkton, Commerce, Crowder, Dillman, Frensdorf, Frisbee, Gibson, Gideon, Holcomb, Ipley, Kennett, Lilbourn, McMullin, Malden, Matthews, Miller, Morley, McGuires, Naylor, Oran, Owens, Page, Parma, Paulding, Pine City, Poor Farm, Providence, Redman, Mo.; Reyno, Ark.; Salcedo, Sand Hill, Senath, Sikeston, Tressville, Toga, Vanduser, White Oak, Mo.

To the basing points named in St. Louis Eastbound Freight Committee Minimum Basing Book No. 9 and Amendments as follows:

In Cents per 100 Pounds.

Alpena, Mich. 37.7
Akron, Ohio 27.7

Anderson, Ind	22.7
Ashland, Ky	29.2
Athens, Ohio	27.2
Auburn, Ind.	25.2
Auburn Jct., Ind.	25.2
Avilla, Ind.	23.7
Bay City, Mich.	28.7
Benton Harbor, Mich.	25.2
Brazil, Ind.	19.7
Carsonville, Mich.	31.7
Chillicothe, Ohio	26.2
Circleville, Ohio	26.2
Cleveland, Ohio	27.7
Indianapolis, Ind.	21.7
Ironton, Ohio	29.2
Jackson, Mich.	26.2
Kokomo, Ind.	22.2
LaFayette, Ind.	21.2
Lancaster, Ohio	27.2
Logansport, Ind.	22.2
Loveland, Ohio	24.7
Mackinaw City, Mich.	38.2
Manistee, Mich.	30.7
Mansfield, Ohio	27.7
Marietta, Ohio	30.2
Marion, Ind.	22.7
Midland City, Ohio	25.2
Mitchell, Ind.	21.2
Muncie, Ind.	23.2
Newark, Ohio	27.7
North Manchester, Ind.	23.2
North Vernon, Ind.	22.2
Oakland City, Ind.	22.2
Omer, Mich.	33.7
Columbus, Ohio	26.2

Coshocton, Ohio	29.2
Crawfordsville, Ind.	21.2
Dayton, Ohio	23.2
Defiance, Ohio	25.2
Delphos, Ohio	25.2
Detroit, Mich.	26.2
East Tawas, Mich.	34.7
Fort Wayne, Ind.	23.7
Frankfort, Ind.	21.7
Gauley Bridge, W. Va.	32.2
Grand Rapids, Mich.	26.2
Greencastle, Ind.	20.7
Harbor Beach, Mich.	32.2
Hillsboro, Ohio	25.7
Piqua, Ohio	25.7
Port Huron, Mich.	27.2
Portsmouth, Ohio	27.2
Princeton, Ind.	21.2
Sandusky, Ohio	27.7
South Bend, Ind.	23.7
Springfield, Ohio	25.7
Terre Haute, Ind.	19.7
Toledo, Ohio	26.2
Traverse City, Mich.	33.2
Van Wert, Ohio	24.7
Vincennes, Ind.	17.7
Wabash, Ind.	22.7
Washington, Ind.	19.2
Washington C. H., Ohio	25.7
West Lebanon, Ind.	20.7
Western Termini	30.2
Worthington, Ind.	21.2
Youngstown, Ohio	29.2
Zanesville, Ohio	29.2

In dividing the foregoing rates the following maximum proportions to be allowed the railroads south and west of Cairo, Gale, Thebes or East St. Louis, the balance of the through rates to accrue to the railroads east of Cairo, Gale, Thebes or East St. Louis.

To Cairo, Gale, or Thebes ..... 7.2 cts. per 100 lbs.
To East St. Louis ..... 9.2 cts. per 100 lbs.

The above figures will allow the lines east of Cairo, Gale, Thebes or East St. Louis the same as they receive out of the through rates authorized in C. F. A. Information No. 5244, the lines south or west of Cairo, Gale, Thebes or East St. Louis having reduced their rates 1.8 cts. per 100 lbs. to the above crosings.'

While under the proposition, the lines east of East St. Louis will be allowed the same earnings as they now receive on like traffic from stations named in Information No. 5244, yet it has the effect of extending the application of said proportions on shipments from additional points in Missouri and Arkansas; hence the necessity of submitting same for your consideration and views.

It will be observed that the through rates named from points of origin, already covered by Information No. 5244, are reduced to the extent of 1.8 cents per 100 lbs., but the entire reduction is borne by the roads west of the Mississippi River.

Please note on the enclosed blank, your views on this proposition, and oblige,

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit, consisting of three pages, is marked "Complainant's Exhibit Fraser No. 688."

Complainant offers in evidence Information Circular No. 3070, dated Chicago, November 20, 1901, as follows:

"INFORMATION No. 3070.

(Amendment No. 3 to Information No. 2621.)
(Last Amendment Information No. 3004.)

Central Freight Association,

Chicago, November 20, 1901.

Rates on Brass Ashes.

For your Information:

Roads interested individually advise that the following is a list of origin points from which special rates on brass ashes, in carloads, as authorized by Information No. 3004, dated October 3, 1901, will be published, effective December 9, 1901:

Allegheny	Pa.
Buffalo	N. Y.
Canton	Ohio
Chicago	Ill.
Cincinnati	Ohio
Cleveland	Ohio
Columbus	Ohio
Dayton	Ohio
Detroit	Mich.
East St. Louis	Ill.
Evansville	Ind.
Ft. Wayne	Ind.
Grand Rapids	Mich.
Hamilton	Ohio
Huntington	W. Va.
Indianapolis	Ind.
Jeffersonville	Ind.
Lansing	Mich.

Louisville ..... Ky.
Mansfield ..... Ohio
Middleville ..... Mich.
Milwaukee ..... Wis.
Newburg ..... Ohio
Niles ..... Ohio
North East ..... Pa.
Pittsburg ..... Pa.
Saginaw ..... Mich.
St. Louis ..... Mo.
Sharon ..... Pa.
Terre Haute ..... Ind.
Toledo ..... Ohio
Warren ..... Ohio
Wheeling ..... W. Va.
Youngstown ..... Ohio

Special rates on brass ashes, in carloads, will not be published from additional points of origin to Central Freight Association territory, without first advising this office.

(Advice Letter No. 6-454.)

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 689."

Complainant offers in evidence Information Circular No. 2939, dated Chicago, August 1, 1901, as follows:

"INFORMATION CIRCULAR No. 2939.

Central Freight Association,

Chicago, August 1, 1901.

Exhibits for the St. Louis Fair and Exposition.

For Your Information:

Roads interested individually advise that on all exhibits forwarded from points in Central Freight Association ter-

ritory to the Exhibitions of the St. Louis Exposition and Music Hall Association from September 9 to October 12, 1901, inclusive and the St. Louis Fair Association from October 7 to October 12, 1901, inclusive, full tariff rates will be charged, and such exhibits (excepting horses and mules) if unsold and reshipped from St. Louis, Mo., within thirty (30) days after the close of the Exposition or Fair may be returned free, at owner's risk, to the original forwarder at the original point of shipment by the railway companies which carried the same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate signed by the proper officers of the Exposition or Fair to the effect that the shipments are unsold exhibits which have paid full tariff rates one way; such certificates to be attached to the manifest of each shipment.

Full tariff rates will be charged in both directions on horses and mules for exhibition.

(Advice Letter No. 6-310.)

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 690."

Complainant offers in evidence Information Circular No. 2911, dated Chicago, June 25, 1901, as follows:

"INFORMATION No. 2911.

Central Freight Association,

Chicago, June 25, 1901.

Issuance of Bills of Lading, Shipping Receipts, etc., in Ink or Indelible Pencil.

For Your Information:

Interested railroads in Central Freight Association territory individually advise that, effective at once, when

freight is tendered to them for transportation, the consignor will be required to furnish in duplicate the shipping directions therefor, and both original and copy must be made out in *ink or indelible pencil.*

Bills of Lading, Expense Bills, etc., issued by carriers, or any receipts given by them, should also be written in *ink or indelible pencil.*

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 691."

Complainant offers in evidence Information Circular No. 2829, dated Chicago, May 4, 1901, as follows:

"INFORMATION No. 2829.

(Abrogating Information No. 2794.)

Central Freight Association.

Chicago, May 4, 1901.

Cancellation of Rates on White Limestone.

For Your Information:

Roads interested individually advise that effective May 20, 1901, tariffs will be issued cancelling the proportional rate of 17½ cents per 100 lbs., established by Information No. 2794, dated April 13, 1901, from East St. Louis, Ill., to the western termini of the Trunk Lines, on white limestone, in carloads, originating at points in the State of Missouri; on and after said date Official Classification rating will be charged.

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 692."

Complainant offers in evidence Information Circular No. 2410, dated Chicago, August 24, 1900, as follows:

"INFORMATION No. 2410.

Central Freight Association.

Chicago, August 24, 1900.

EXHIBITS FOR THE ST. LOUIS EXPOSITION.

For Your Information:

Roads interested individually advise that on all exhibits forwarded from points in Central Freight Association territory to the Exhibitions of the St. Louis Exposition and Music Hall Association, to be held at St. Louis, Mo., from September 17 to October 20, 1900, inclusive, full tariff rates will be charged, and such exhibits (excepting horses) if unsold and reshipped from St. Louis within thirty days after the close of the Exposition may be returned free, at owner's risk, to the original forwarder at the original point of shipment, by the railway companies which carried the same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate signed by the proper officers of the Exposition to the effect that the shipments are unsold exhibits which have paid full tariff rates one way; such certificate to be attached to the manifest of each shipment.

Full tariff rates will be charged in both directions on horses for exhibition.

(Advice Letter No. F-453.)

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 693."

Complainant offers in evidence Information Circular No. 2312, dated Chicago, June 16, 1900, as follows:

"INFORMATION No. 2312.

(Amendment No. 7 to Information No. 1862.
(Last Amendment Information No. 2168.)

Central Freight Association.
Chicago, June 16, 1900.

Proportional Rate on Cattle.

For Your Information: Roads interested individually advise that tariffs will be issued, effective June 25, 1900, publishing the following rate:

On Cattle, C. L., minimum weight as per Official Classification, From East St. Louis, Ill.,

To Indianapolis, Ind. . . . . *11¼c per 100 lbs.

*To apply only on shipments originating beyond St. Louis, Mo.

The Chicago & Ohio River Committee roads will only join in this rate subject to being allowed their percentage proportion of 11½ cents per 100 lbs.

(Advice Letter No. F-240.) Yours truly,
J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 694."

Complainant offers in evidence Information Circular No. 2265, dated Chicago, May 23, 1900, as follows:

"INFORMATION No. 2265.
(Abrogating Information No. 2154.)

Central Freight Association,
Chicago, May 23, 1900.

Proportional Rates on Lumber and Articles Taking Same Rates.

For Your Information: Roads interested individually advise that, taking effect June 1, 1900, proportional rates sub-

ject to basis mentioned below will be published from Chicago, East St. Louis, or Peoria, Ill., on lumber and articles taking lumber rates, in car loads, originating at the Pacific Coast and destined to points in Central Freight Association territory, the object being to have the same through rates from the Pacific Coast via the three (3) gateways specified:

1st. The proportional rates from Chicago, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to East St. Louis or Peoria, plus the established local rates from the latter points.

2nd. The proportional rates from Peoria will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or East St. Louis, plus the established local rates from the latter points.

3rd. The proportional rates from East St. Louis will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or Peoria, plus the established local rates from the latter points.

4th. The established local rates from East St. Louis, Ill., being the same as shown in Central Freight Association Information No. 1878 of December 5, 1899, it is permissible for the lines leading from Chicago and Peoria to equalize with the rates specified in Information No. 1878 from East St. Louis.

Yours truly

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 695."

Complainant offers in evidence Information Circular No. 2154, dated Chicago, April 2, 1900, as follows:

"INFORMATION No. 2154.

(Abrogating Information No. 1143.)

Central Freight Association, Chicago, April 2, 1900.

Proportional Rates on Lumber and Articles Taking Same Rates.

For your Information:—Roads interested individually advise that, taking effect April 18, 1900, proportional rates subject to basis mentioned below will be published from Chicago, East St. Louis or Peoria, Ill., on lumber and articles taking lumber rates, in carloads, originating at the Pacific Coast and destined to points in Central Freight Association territory, the object being to have the same through rates from the Pacific Coast via the three (3) gateways specified.

1st. The proportional rates from Chicago, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to East St. Louis or Peoria, Ill., plus the sixth class rates from the latter points.

2nd. The proportional rates from Peoria, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or East St. Louis, plus the sixth class rates from the latter points.

3rd. The proportional rates from East St. Louis, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or Peoria, plus the sixth class rates from the latter points.

Note: In case less than full sixth class rates are hereafter duly authorized from Chicago, Peoria, or East St. Louis, Ill., such commodity rates shall be used as the basis of equalization via any of the gateways mentioned herein.

Yours truly,

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 696."

Complainant offers in evidence Information Circular No. 2021, dated Chicago, February 1, 1900, as follows:

"INFORMATION No. 2021.

(Abrogating Information No. 2002.)

Central Freight Association,

Chicago, February 1, 1900.

Switching Rates and Percentages Between Eastern Roads and Belt Lines on Traffic Interchanged with Western Roads.

For Your Information:—The Baltimore & Ohio R. R.; Cleveland, Cincinnati, Chicago & St. Louis R'y.; Chicago & Eastern Illinois R. R.; Chicago & Erie R. R.; Chicago, Indianapolis & Louisville R'y.; Grand Trunk Railway System; Lake Shore & Michigan Southern R'y.; Michigan Central R. R.; New York, Chicago & St. Louis R. R.; Pennsylvania Company; Pittsburg, Cincinnati, Chicago & St. Louis R'y.; and the Wabash Railroad; individually advise that, effective February 1, 1900, on east-bound and west-bound traffic originating at or destined to points in Central Freight Association territory, from or to points west of Blue Island, East Joliet or Kankakee, Ill., which is interchanged with the Atchison, Topeka & Santa Fe R'y.; Chicago, Milwaukee & St. Paul R'y.; Chicago & Northwestern R'y.; Chicago & Alton R. R.; Chicago Great Western R'y.; Chicago, Rock Island & Pacific R'y.; Chicago, Burlington & Quincy R. R.; Illinois Central R. R.; the Wabash Railroad, and Wisconsin Central R'y., via the so-called Belt Lines, the following will govern:

Rule 1. The duly authorized rates or proportions of through rates applying from or to Chicago, Ill., will also apply from or to Blue Island, East Joliet or Kankakee, Ill.

Rule 2. Out of the proportions provided in Rule 1 above as accruing east of Blue Island, Ill., the *Chicago Junction*

Railway will be allowed $3.50 per loaded car between Blue Island, Ill., and the junction of that company where the traffic is received from or delivered to the eastern road.

No allowance to be made for the return of empty cars.

Rule 3. The allowances to the *Chicago Terminal Transfer Railroad* and the *Chicago & Western Indiana Railway* are to be as per said Company's present tariffs, but such allowances are not to exceed $1.50 per loaded car and 75 cents for each empty car returned.

Rule 4. Out of the proportions provided in Rule 1 above as accruing east of East Joliet, Ill., the *Elgin, Joliet & Eastern Railway* will be allowed $4.00 per loaded car between East Joliet, Ill., and the junctions of that company where the traffic is received from or delivered to the eastern road.

No allowance is to be made for the return of empty cars.

Rule 5. Out of the proportions provided in Rule 1 above as accruing east of Kankakee, Ill., the *Indiana, Illinois & Iowa Railroad* will be allowed for the services performed between Kankakee, Ill., and all junctions east thereof on that road to and including South Bend, Ind., the following percentages of the rates or proportions charged from or to Kankakee, Ill., (i. e., of the rates or proportions duly authorized from or to Chicago), all eastern terminals and arbitraries, as per Fast Freight Line Hand Books, to be deducted prior to pro-rating and added to eastern roads proportions (see Note 2):

On shipments from or to—	Per cents.
Buffalo, N. Y., and Buffalo rate points	15
Pittsburg, Pa., and Pittsburg rate points	17
Salamanca, N. Y., and Salamanca rate points	15
Toronto, Ont., and Toronto rate points	15

Note 1. The carload rates specified herein as accruing to the C. J. R'y., C. T. T. R. R., C. & W. I. R'y., and E. J. & E. R'y., will be the full compensation paid such roads, re-

gardless of the weight, contents, or number of different consignments in any one car received from or delivered to them by any of the eastern roads.

Note 2. From and to all points in Central Freight Association territory, except the western termini of the trunk lines as provided above, the present percentages for dividing through rates on traffic interchanged between eastern and western roads via the I. I. & I. R. R. will continue in effect until March 1, 1900, the intention being that revised percentages for dividing such rates from other points in Central Freight Association territory, except the western termini of the Trunk Lines, will be arranged at once and be made effective as of February 1, 1900, all shipments on and after that date to be checked back.

Effective February 1, 1900, all arrangements in effect with the so-called Belt Lines named above, at variance with the foregoing, will be cancelled.

Yours truly,

J. F. Tucker."

Above exhibit, consisting of three pages, is marked "Complainant's Exhibit Fraser No. 697."

Complainant offers in evidence Information Circular No. 2002, dated Chicago, January 20, 1900, as follows:

"INFORMATION No. 2002.

(Abrogating Authority No. 576 and Information No. 1730.)

Central Freight Association,
Chicago, January 20, 1900.

Switching Rates Between Eastern Roads and Belt Lines on Traffic Interchanged with Western Roads.

For Your Information:—The Baltimore & Ohio R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago &

Eastern Illinois R. R.; Chicago & Erie R. R.; Chicago, Indianapolis & St. Louis Ry.; Grand Trunk Railway System; Lake Shore & Michigan Southern Ry.; Michigan Central R. R.; New York, Chicago & St. Louis R. R.; Pennsylvania Company; Pittsburg, Cincinnati, Chicago & St. Louis Ry.; and the Wabash Railroad; individually advise that on east-bound and west-bound traffic interchanged between those roads and the Atchison, Topeka & Santa Fe Ry.; Chicago, Milwaukee & St. Paul Ry.; Chicago & Northwestern Ry.; Chicago & Alton R. R.; Chicago Great Western Ry.; Chicago, Rock Island & Pacific Ry.; Chicago, Burlington & Quincy R. R.; Illinois Central R. R.; the Wabash Railroad, and Wisconsin Central Ry., originating at or destined to points in Central Freight Association territory via the so-called Belt Lines, as specified below, the eastern roads named above will pay the following amounts:

To the Chicago Junction R'y.

Between Blue Island, Ill., and the junctions of that company with the eastern roads mentioned above, $3.50 per loaded car.

No allowance for return of empty cars.

To the Chicago Terminal Transfer R. R.

The charges allowed are to be as per said company's present tariffs, but such allowance is not to exceed $1.50 per loaded car, and 75 cents per car for empty ones returned.

To the Chicago & Western Indiana R. R.

The charges allowed are to be as per said company's present tariffs, but such allowance is not to exceed $1.50 per loaded car, and 75 cents per car for empty ones returned.

To the Elgin, Joliet & Eastern R'y.

Between East Joliet, Ill., and the junctions of said company with the eastern roads mentioned above, $4.00 per loaded car.

No allowance is to be made for return of empty cars.

To the Indiana, Illinois & Iowa R. R.

1595

Between Kankakee, Ill., and Momence, Ill., San Pierre and Shelby, Ind., $4.00 per loaded car.

Between Kankakee, Ill., Knox, North Hamlet and North Judson, Ind., $4.50 per loaded car.

Between Kankakee, Ill., and North Liberty, South Bend, and Walkerton, Ind., $5.00 per loaded car.

No allowance is to be made for return of empty cars.

Note: The carload rates specified herein will be the full compensation paid the above named so-called Belt Lines, regardless of the weight, contents, or number of different consignments in any car received by or delivered to them by any one of the above mentioned eastern roads.

The foregoing will take effect February 1, 1900.

Yours truly,

J. F. Tucker."

Above exhibit, consisting of two pages, is marked "Complainant's Exhibit Fraser No. 698."

Complainant offers in evidence Information Circular No. 3842, dated Chicago, December 15, 1902, as follows:

"INFORMATION No. 3842.

(Abrogating Issues Shown on Page No. 6.)
Central Freight Association.

Chicago, December 15, 1902.

Rates on Grain and Grain Products.

For Your Information: Roads interested individually advise that tariffs will be issued, taking effect January 1, 1903, publishing the following rates: On Grain and Grain Products, C. L., minimum weight as per Official Classification, unless otherwise specified.

Rates in Cents Per 100 lbs.

FROM	TO—	Cairo, Ill., and Evansville, Ind.	Cincinnati, Ohio.	Cleveland, Ohio.	Detroit, Mich.	E. St. Louis, Ill.	Indianapolis, Ind.	Jeffersonville and New Albany, Ind.	Louisville, Ky.	Toledo, Ohio.	Sandusky, Ohio.	Terre Haute, Ind.
Alhambra, Ill.		7	9	11½	10½	6	..	9	9	10½	11½	..
Altamont, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Alton, Ill.		..	10	11½	10½	..	7	10	10	10½	11½	..
Anderson, Ind.		..	..	8	8	..	..	..	..	7	7½	..
Arcola, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Arthur, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Ashland, Ill.		7	9	12½	11½	6	9	9	9	11½	12½	..
Atlanta, Ill.		7	9	10½	10½	6	7	9	9	10½	10½	6
Attica, Ind.		..	..	9	8	..	..	..	..	8	9	..
Auburn Jct., Ind.		..	..	7	6	..	..	..	..	6	7	6
Beardstown, Ill.		7	9	12½	11½	6	9	9	9	11½	12½	..
Benton Harbor, Mich.		..	10	9	8	..	8	10	11	8	9	..
Bloomington, Ill.		7	9	10½	10½	6	7	9	9	10½	10½	..
Bluffton, Ind.		..	..	7½	7	..	..	..	..	6	6	..
Borton Jct., Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Brazil, Ind.		..	..	9½	9½	..	5	..	..	9½	9½	4
Bracton, Ill.		7	9	10½	9½	6	..	9	9	9½	10½	..
Butler, Ind.		..	..	7	6	..	..	..	..	5½	7	..
Cairo, Ill.		..	..	13	13	..	10	..	..	13	13	9
Carmi, Ill.		..	..	12½	12½	..	9	..	..	12½	12½	..
Casey, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Cayuga, Ind.		..	..	9	8½	..	..	..	..	8	9	..
Champaign, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	..
Chapin, Ill.		..	..	12½	11½	..	..	..	..	11½	12½	..
Charleston, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	..
Chatsworth, Ill.		7	9	..	..	6	7	9	9	..	..	..
Chenoa, Ill.		7	9	..	..	6	7	9	9	..	..	..
Chrisman, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	..
Clarks Hill, Ind.		..	..	8½	8	..	5	..	..	7½	8½	..
Claypool, Ind.		..	..	8	8	..	..	..	..	8	8	..
Clymers, Ind.		..	..	8½	7½	..	6	..	..	7½	7½	6
Coal Bluff, Ind.		..	..	9½	9½	..	5	..	..	9½	9½	4
Colfax, Ind.		..	..	8½	8½	..	5	..	..	7½	8½	6
Columbia City, Ind.		..	..	8	7½	..	..	..	..	7½	8	..
Columbus, Ind.		..	..	9	9	..	4	..	..	8	9	..
Coster, Ill.		..	..	10½	10½	..	..	..	..	10½	10½	..
Covington, Ind.		..	..	9	8	..	..	..	..	8	9	..
Cowden, Ill.		7	9	10½	10½	6	..	9	9	10	10½	..
Crandall, Ill.		7	9	..	..	6	7	9	9	..	..	..
Crawfordsville, Ind.		..	..	9	8	..	5	..	..	8	9	6
Danville, Ill.		..	..	9	8	..	6	..	..	8	9	..
Decatur, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Decatur, Ind.		..	..	7½	7	..	6	..	..	6	6	..
Delmar, Ind.		..	..	..	..	..	..	..	..	..	..	4
De Long, Ind.		..	..	9	8	..	7	..	..	8	9	8
Delphi, Ind.		..	..	8½	7½	..	..	..	..	7½	7½	..

Rates in Cents Per 100 lbs.

FROM	TO—	Cairo, Ill., and Evansville, Ind.	Cincinnati, Ohio.	Cleveland, Ohio.	Detroit, Mich.	E. St. Louis, Ill.	Indianapolis, Ind.	Jeffersonville and New Albany, Ind.	Louisville, Ky.	Toledo, Ohio.	Sandusky, Ohio.	Terre Haute, Ind.
Denver, Ill.		..	..	8	..	..	..	..	..	..	..	..
East Alton, Ill.		..	..	..	..	..	..	..	..	..	..	..
East Hannibal, Ill.		..	..	12½	11½	..	7	..	..	..	..	..
East St. Louis, Ill.		..	10	11½	10½	..	7	10	10	10½	11½	..
Edgewood, Ill.		7	9	11½	10½	6	7	9	9	10½	11½	..
Edwardsville, Ill.		7	9	11½	10½	6	..	9	9	10½	11½	..
Edwardsville Jct., Ill.		7	9	..	..	6	7	9	9	..	..	..
Effingham, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Eldorado, Ill.		..	..	13	13	..	10	..	..	13	13	..
Elkhart, Ind.		..	..	9	8	..	..	..	..	8	9	..
Elnora, Ind.		..	..	..	..	..	9	..	..	..	..	..
El Paso, Ind.		7	9	..	..	6	7	9	9	..	..	..
Elksworth, Ind.		..	..	..	..	..	..	..	..	..	..	3
Enfield, Ill.		..	..	13	13	..	10	..	..	13	13	..
Essex, Ill.		..	..	10½	10½	..	..	..	..	10½	10½	..
Eureka, Ill.		7	9	..	..	6	7	9	9	..	..	..
Evansville, Ind.		..	..	..	..	..	9	..	..	..	..	..
Fairbury, Ill.		7	9	..	..	6	7	9	9	..	..	..
Fairfield, Ill.		..	..	13	13	..	10	..	..	13	13	..
Farmdale, Ill.		7	9	10½	10½	6	7	9	9	10½	10½	6
Farmer City, Ill.		7	9	10½	10½	6	7	9	9	10½	10½	..
Fontanet, Ind.		..	..	..	..	..	..	..	..	..	..	4
Forrest, Ill.		7	9	..	6	6	7	9	9	..	..	..
Ft. Wayne, Ind.		..	..	7	6	..	..	..	..	6	7	..
Frankfort, Ind.		..	..	8½	8	..	6	..	..	7½	7½	6
Franklin, Ind.		..	..	9	9	..	..	..	..	8	9	..
Gardner, Ill.		..	..	10½	10½	..	..	..	..	10½	10½	..
Gibson, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	..
Gilman, Ill.		7	9	..	..	6	7	9	9	..	..	..
Glen Carbon, Ill.		..	..	11½	10½	..	..	..	..	10½	11½	..
Goshen, Ind.		..	..	9	8	..	8	..	..	8	9	..
Granger, Ind.		..	..	9	8	..	..	..	..	8	9	..
Grant, Ind.		..	..	..	..	..	5	..	..	..	..	..
Grayville, Ill.		..	..	12	12	..	9	..	..	12	12	..
Greencastle, Ind.		..	..	9½	9½	..	5	..	..	9½	9½	4
Greenup, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Greenville, Ill.		7	9	11½	10½	6	7	9	9	10½	11½	6
Guion, Ind.		..	..	..	..	..	6	..	..	..	..	5
Hammond, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	..
Havana, Ill.		7	9	..	..	6	..	9	9	..	..	..
Hervey City, Ill.		7	9	10½	9½	6	7	9	9	9½	10½	6
Hibbard, Ind.		..	..	9	8	..	6	..	..	8	9	7
Hillsdale, Ind.		..	..	..	..	..	6	..	..	..	..	..
Hoopeston, Ill.		7	9	..	..	6	6	9	9	..	..	..
Hoover, Ind.		..	..	8½	7½	..	..	..	..	7½	8½	..
Huntington, Ind.		..	..	8	6	..	..	..	..	6	8	..

Rates in Cents Per 100 lbs.

FROM	TO—	Cairo, Ill., and Evansville, Ind.	Cincinnati, Ohio.	Cleveland, Ohio.	Detroit, Mich.	E. St. Louis, Ill.	Indianapolis, Ind.	Jeffersonville and New Albany, Ind.	Louisville, Ky.	Toledo, Ohio.	Sandusky, Ohio.	Terre Haute, Ind.
Indianapolis, Ind.	..	..	..	8½	8½	..	..	..	..	7½	7½	6
Jacksonville, Ill.	..	..	..	11½	10½	..	..	..	..	10½	11½	..
Jeffersonville, Ind.	..	..	..	10	10	..	6	..	..	10	10	..
Kankakee, Ill.	..	..	..	9	8	..	8	..	..	8	9	..
Kansas, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	..	
Kenny, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	7	
Kewanna, Ind.	..	..	9	8	..	..	..	..	8	9	..	
Kokomo, Ind.	..	..	8½	8	..	9	..	..	7½	7½	..	
LaCrosse, Ind.	..	..	..	..	..	9	..	..	..	..	..	
Laketon, Ind.	..	..	8½	7½	..	..	..	..	7½	8½	..	
Lakeville, Ind.	..	..	..	..	..	7	..	..	..	..	8	
Lafayette, Ind.	..	..	8½	7½	..	6	..	..	7½	7½	..	
La Otto, Ind.	..	..	8	7	..	..	..	..	7	8	..	
La Paz Jct., Ind.	..	..	9	8	..	7	..	..	8	9	7	
La Porto, Ind.	..	..	..	..	..	8	..	..	..	..	..	
Lawrenceville, Ill.	..	..	11	11	..	7	..	..	11	11	..	
Lebanon, Ind.	..	..	8½	8½	..	..	..	..	7½	8½	..	
Lerna, Ill.	7	9	10½	9½	6	..	9	9	9½	10½	..	
Leroy, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	..	
Limedale, Ind.	..	..	9½	9½	..	5	..	..	9½	9½	5	
Lincoln, Ill.	7	9	..	..	6	..	9	9	..	..	..	
Linden, Ind.	..	..	8½	8	..	..	..	..	7½	8½	..	
Litchfield, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	..	
Logansport, Ind.	..	..	8½	7½	..	..	..	..	7½	7½	6	
Lovington, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	6	
Lynn, Ind.	..	..	8	8	..	..	..	..	7	7	..	
Mackinaw, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	6	
Mansfield, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	..	
Marion, Ind.	..	..	8	8	5	5	..	..	7	7½	..	
Maroa, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	6	
Marshall, Ill.	..	..	10½	9½	..	7	..	..	9½	10½	4	
Martinsville, Ind.	..	..	9	9	..	..	..	..	8	9	..	
Mason City, Ill.	7	9	..	..	6	..	9	9	..	..	..	
Mattoon, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	..	
Mason, Ill.	..	..	10½	10½	..	..	..	..	10½	10½	..	
Metcalf, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	..	
Midland City, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	6	
Milford Jct., Ind.	..	10	9	8	..	..	10	11	8	9	..	
Minier, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	6	
Mitchell, Ind.	..	..	10	10	..	..	..	..	10	10	..	
Mode, Ill.	7	9	10½	10	6	..	9	9	10	10½	..	
Monticello, Ill.	..	..	10½	9½	..	..	..	..	9½	10½	..	
Morton, Ill.	7	9	10½	10½	6	7	9	9	10½	10½	6	
Mt. Carmel, Ill.	..	..	12	12	..	9	..	..	12	12	7	
Mt. Zion, Ill	..	..	..	..	..	..	..	..	..	..	6	
Muncie, Ind.	..	..	7½	8	..	5½	..	..	7	7	..	

Rates in Cents Per 100 lbs.

FROM — TO	Cairo, Ill., and Evansville, Ind.	Cincinnati, Ohio.	Cleveland, Ohio.	Detroit, Mich.	E. St. Louis, Ill.	Indianapolis, Ind.	Jeffersonville and New Albany, Ind.	Louisville, Ky.	Toledo, Ohio.	Sandusky, Ohio.	Terre Haute, Ind.
Neoga, Ill.	7	9	10½	9½	6	..	9	9	9½	10½	..
New Albany, Ind.	..	..	..	..	..	6	..	..	..	..	..
New Castle, Ind.	..	..	8	8	..	..	..	..	7	7	..
New Holland, Ind.	7	9	..	..	6	..	9	9	..	..	..
New Paris, Ind.	..	10	9	8	..	..	10	11	8	9	..
New Ross, Ind.	..	..	9	8	..	4½	..	..	8	9	..
Newton, Ind.	..	..	..	..	..	7	..	..	..	..	..
Niles, Mich.	..	..	9	8	..	..	..	..	8	9	9
Norris City, Ill.	..	..	12½	12½	..	9	..	..	12½	12½	8
North Judson, Ind.	..	..	..	..	..	8	..	..	..	..	..
N. Manchester, Ind.	..	..	8½	7½	..	..	..	..	7½	8½	..
North Vernon, Ind.	..	..	10	10	..	..	..	..	10	10	..
Oakland, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	6
Oakland City, Ind.	..	..	..	..	..	9	..	..	..	..	..
Odin, Ill.	7	9	11½	10½	6	9	9	9	10½	11½	..
O'Fallon, Ill.	7	9	..	..	6	7	9	9	..	..	..
Olney, Ill.	..	..	11½	10½	..	9	..	..	10½	11½	..
Otter Creek Jct., Ind.	..	..	..	..	..	6	..	..	..	..	3
Oxford, Ind.	..	..	..	..	..	6	..	..	..	..	..
Pana, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	6
Paris, Ill.	..	..	10½	9½	..	7	..	..	9½	10½	4
Parker, Ill.	..	..	13	13	..	10	..	..	13	13	..
Paxton, Ill.	..	..	..	..	..	7	..	..	..	..	..
Pekin, Ill.	..	10	..	..	..	7	10	11	..	..	..
Peoria, Ill.	..	10	10½	10½	..	7	10	11	10½	10½	6
Peru, Ind.	..	..	8½	7½	..	..	..	..	7½	7½	..
Plymouth, Ind.	..	..	9	8	..	8	..	..	8	9	6
Princeton, Ind.	..	..	..	..	..	9	..	..	..	..	..
Quincy, Ill.	..	..	12½	11½	..	..	..	..	11½	12½	..
Ramsey, Ill.	7	9	11½	10½	6	..	9	9	10½	11½	..
Richmond, Ind.	..	..	..	..	..	5	..	..	..	..	..
Ridge Farm, Ill.	..	..	10½	9½	..	7	..	..	9½	10½	5
Roachdale, Ind.	..	..	..	..	..	5½	..	..	..	..	..
Robinson, Ill.	..	..	11	11	..	7	..	..	11	11	6
Rosedale, Ind.	..	..	..	..	..	6	..	..	..	..	4
Rushville, Ind.	..	..	8½	8½	..	4	..	..	7½	7½	..
Salem, Ill.	7	9	11½	10½	6	9	9	9	10½	11½	..
Sand Creek, Ind.	..	..	..	..	..	6	..	..	..	..	5
Sandoval, Ill.	7	9	11½	10½	6	9	9	9	10½	11½	..
Seneca, Ill.	..	..	10½	10½	..	..	..	..	10½	10½	..
Seymour, Ind.	..	..	10	10	..	5	..	..	10	10	..
Shattuc, Ill.	7	9	13	13	6	9	9	9	13	13	..
Shawneetown, Ill.	..	..	13	13	..	10	..	..	13	13	..
Shelbyville, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	..
Shelbyville, Ind.	..	..	8½	8½	..	4½	..	..	7½	7½	..
Sheldon, Ill.	..	..	..	..	..	7	..	..	..	..	..

Rates in Cents Per 100 lbs.

FROM TO—	Cairo, Ill., and Evansville, Ind.	Cincinnati, Ohio.	Cleveland, Ohio.	Detroit, Mich.	E. St. Louis, Ill.	Indianapolis, Ind.	Jeffersonville and New Albany, Ind.	Louisville, Ky.	Toledo, Ohio.	Sandusky, Ohio.	Terre Haute, Ind.
Sheldon, Ind.	..	..	9	8	..	..	..	..	8	9	..
Sidell, Ill.	7	9	..	..	6	7	9	9	..	..	..
Sidney, Ill.	..	..	..	..	..	7	..	..	..	..	..
Smithboro, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	6
Sorento, Ill.	7	9	11½	10½	6	..	9	9	10½	11½	..
South Bend, Ind.	..	..	9	8	..	8	..	..	8	9	8
South Whitley, Ind.	..	..	8	7	..	..	..	..	7	8	..
Springfield, Ill.	7	9	11½	10½	6	..	9	9	10½	11½	..
Stewardson, Ill.	7	9	10½	9½	6	..	9	9	9½	10½	..
St. Anne, Ill.	..	..	9	8	..	..	..	..	8	9	..
St. Elmo, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	6
St. Francisville, Ill.	..	..	11	11	..	..	..	..	11	11	..
Sullivan, Ill.	7	9	10½	9½	6	..	9	9	9½	10½	..
Sullivan, Ind.	..	..	..	..	..	9	..	..	..	..	..
Swayzee, Ind.	..	..	8½	8	..	..	..	..	7	7½	..
Swanington, Ind.	..	..	9	8	..	..	..	..	8	9	..
Taylorville, Ind.	7	9	11½	10½	6	..	9	9	10½	11½	..
Templeton, Ind.	..	..	9	8	..	6	..	..	8	8	..
Terre Haute, Ind.	..	8	10½	9½	..	6	8	..	9½	10½	..
Tolono, Ill.	7	9	10½	9½	6	..	9	9	9½	10½	..
Tower Hill, Ill.	7	9	..	..	6	7	9	9	..	..	..
Tuscola, Ill.	7	9	..	..	6	7	9	9	..	..	..
Union City, Ind.	..	..	7½	8	..	..	..	..	7	7	..
Urbana, Ill.	7	9	10½	9½	6	7	9	9	9½	10½	..
Valparaiso, Ind.	..	..	..	..	..	8	..	..	..	..	..
Vandalia, Ill.	7	9	11½	10½	6	7	9	9	10½	11½	6
Veedersburg, Ind.	..	..	9	8	..	6	..	..	8	9	..
Vincennes, Ind.	..	8	11	11	..	7	8	8	11	11	6
Virginia, Ill.	7	9	12½	11½	6	9	9	9	11½	12½	..
Wabash, Ind.	..	..	8	7	..	..	..	..	7	8	..
Warsaw, Ind.	..	..	9	8	..	7	..	..	8	9	..
Washington, Ill.	..	..	..	..	..	7	..	..	..	..	..
Washington, Ind.	..	..	11	11	..	7	..	..	11	11	..
Watseka, Ill.	7	9	..	..	6	7	9	9	..	..	..
Waveland, Ind.	..	..	..	..	..	..	..	..	..	..	6
Wellsboro, Ind.	..	..	..	..	..	8	..	..	..	..	..
West Lebanon, Ill.	..	..	9	8	..	..	..	..	8	9	..
Westville, Ind.	..	..	..	..	..	..	..	..	..	..	5
Wetzel, Ill.	..	..	..	..	..	..	..	..	..	..	5
Winchester, Ind.	..	..	7½	8	..	..	..	..	7	7	..
Windsor, Ill.	7	9½	10½	9	6	7	9	9	9½	10½	..
Worthington, Ind.	..	..	..	..	..	7	..	..	..	..	..

The rates named herein from points in the State of Illinois to East St. Louis and Ohio River crossings will apply

as minimums on business either destined to or going beyond Cincinnati, Ohio; Jeffersonville, Ind.; Louisville, Ky.; New Albany, Ind.; Cairo, Ill.; Evansville, Ind.; and East St. Louis, Ill., except that to Cairo and East St. Louis the rates of Illinois Distance Tariff will be maxima.

To Youngstown, Ohio, the rates from all points of origin mentioned in this Circular will be 6th class rates, except that the rates from same points of origin to Buffalo, N. Y., on basis of 20 cents per 100 lbs., Chicago, Ill., to New York City, will be the maxima.

The following issues are hereby abrogated, effective January 1, 1903: Information Nos. 1891, 1934, 2036, 2124, 2255, 2266, 2347, 2401, 2448, 2507, 2542, 2544, 2587, 2591, 2613, 2840, 3295, 3392, 3422, 3553, 3572, 3597, 3659, 3662, 2713, 3717, 3722, 3734, 3738, 3755, 3780, and 3793.

Yours truly,

J. F. Tucker."

Above exhibit consisting of six pages, is marked "Complainant's Exhibit Fraser No. 699."

Complainant offers in evidence Information Circular No. 4650, dated Chicago, September 29, 1903, as follows:

INFORMATION No. 4650.

(Amendment No. 13 to Information No. 3852. Last Amendment Information No. 4634.)

Central Freight Association.

Chicago, September 29, 1903.

Rates on Asphaltum Pitch.

For Your Information:—Roads interested individually advise that tariffs will be issued, effective on legal notice, publishing the following rates:

On Asphaltum Pitch, C. L., (originating at points in Texas), minimum weight, in tanks, as per Official Classification; when shipped otherwise, 40,000 pounds.

From East St. Louis, Ill.

To all points in Central Freight Association territory. On basis of 90% of Sixth (6th) class rates.

(Advice Letter No. I-833.)

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 700."

Complainant offers in evidence Information Circular No. 4651, dated Chicago, April 24, 1903, as follows:

INFORMATION No. 4261.

(Amendment No. 1 to Information No. 4178.)

Central Freight Association.

Chicago, April 24, 1903.

Rates on Consignments Destined to Louisiana Purchase Exposition Co.

For Your Information:—Roads interested individually advise that the freight charges on consignments of any kind of contractors, or any one else, in connection with the Louisiana Purchase Exposition, should be prepaid, the prepayment to also include the charges of the terminal switching roads as well as the Exposition Company's switching charges.

The charge for handling construction material from St. Louis to the Exposition tracks is $6.00 per car, and an additional charge of $4.00 per car is made for switching on Exposition Site. To these charges must be added the bridge tariff rates between East St. Louis and St. Louis.

The foregoing does *not* refer to any consignments for the *Louisiana Purchase Exposition Co.* itself.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 701."

Complainant offers in evidence Information Circular No. 6065, dated Chicago, August 24, 1905, as follows:

INFORMATION No. 6065.

(Abrogating Information No. 6039.)
Central Freight Association.

Chicago, August 24, 1905.

Proportional Rates from East St. Louis on Cotton-seed, Ashes, Etc.

For Your Information:—Roads interested individually advise that, taking effect September 1, 1905, on shipments of cotton-seed ashes, cake, hulls, meal and motes, car loads originating at points in the State of Arkansas and forwarded to the western termini of the Trunk Lines, via East St. Louis, Ill., the lines east of East St. Louis will charge proportional rates that are not less than one (1) cent per 100 lbs. lower than the rates currently established by the records of the Central Freight Association on like traffic from Cairo, Gale or Thebes, Ill., to corresponding eastern destinations.

When shipments of the articles named are routed from Arkansas points via Cairo, East Cape Girardeau, Gale and Thebes, thence through East St. Louis, the roads will not charge east of East St. Louis less proportions than mentioned above, i. e., one (1) cent per 100 lbs. less than charged east of Cairo, etc.

Yours truly,

J. F. Tucker.

(Advice Letter No. K-884.)

Above exhibit is marked "Complainant's Exhibit Fraser No. 702."

Complainant offers in evidence Information Circular No. 1318 dated Chicago, January 13, 1905, as follows:

Series A.

INFORMATION No. 1318.

Central Freight Association.

Chicago, January 13, 1905.

Exhibits for Lewis and Clark Centennial Exposition.

For Your Information:—Roads interested individually advise that any exhibits forwarded from the Louisiana Purchase Exposition, (St. Louis World's Fair), which was held at St. Louis, Mo., and closed November 30, 1904, to the Lewis and Clark Centennial Exposition, which is to be held at Portland, Ore., during the period June 1 to October 15, 1905, will be returned free from East St. Louis, Ill., to points east of the western termini of Trunk Lines, subject to rules in Trunk Line Association Circular A-464, dated June 27, 1903, and A-466, dated July 8, 1903, provided they are in possession of Central Freight Association roads within ninety (90) days from October 15, 1905.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 703."

Complainant offers in evidence Information Circular No. 1033, dated Chicago, November 9, 1903, as follows:

Series A.

INFORMATION No. 1033.

(Amendment No. 1 to Information No. 1001.)

Central Freight Association.

Chicago, November 9, 1903.

Divisions on Yellow Pine Lumber from Southern Points to Eastern Cities, via Thebes.

For Your Information:—Roads interested individually

advise that, effective November 18, 1903, the through rates and percentages provided by Information No. 1001, Series A, dated September 24, 1903, to apply on yellow pine lumber, in carloads, forwarded from southern points to eastern cities, via Cairo, Ill., will also apply via Thebes, Ill.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 704."

Complainant offers in evidence Information Circular No. 665, dated Chicago, March 21, 1902, as follows:

Series A.

INFORMATION No. 665.

(Amendment No. 1 to Information No. 663.)

Central Freight Association.

Chicago, March 21, 1902.

Rates on Lumber and Forest Products from Pacific Coast Points.

For Your Information:—Roads interested individually advise that the rates named in Information Circular No. 663, Series A, dated March 20, 1902, from Chicago, East St. Louis, Joliet and Peoria, Ill., and Mackinaw City, Mich., on lumber and forest products, in carloads, from *Pacific Coast points* will apply on business from *North Pacific Coast points.*

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 705."

Complainant offers in evidence Information Circular No. 664, dated Chicago, March 21, 1902, as follows:

Series A.

INFORMATION No. 664.

(Amendment No. 2 to Information No. 614.)
(Last Amendment Information No. 658.)

Central Freight Association.

Chicago, March 21, 1902.

Rates on Dressed Beef, Dressed Hogs and Dressed Sheep.

For Your Information:—Roads interested individually advise that tariffs will be issued, effective March 26, 1902, establishing rates as follows:

On dressed beef, dressed hogs and dressed sheep, C. L., minimum weight as per Official Classification. From all points in Central Freight Association territory, to all points east of the western termini of Trunk Lines, on basis of 40 cents per 100 lbs. Chicago to New York.

Note 1. The rates on the articles named above, in carloads, from points west of Chicago, taking in *excess* of 100 per cent of Chicago to New York rates will be made on basis established by J. T. A. Freight Circular No. 1712, dated July 18, 1898.

Note 2. Under the basis named for rates mentioned above, the allowance for car mileage on cars used for transporting shipments of said articles shall not exceed three-quarters (¾) of one cent per mile, except that the mileage on cars used for transporting like shipments which are forwarded via routes north of Lake Ontario shall not exceed one (1) cent per mile.

On dressed beef, hogs and sheep, C. L., originating on or west of the Missouri River minimum weight as per Official Classification from East St. Louis, Ill., to Syracuse, N. Y., 37 cents per 100 lbs.

Yours truly, J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 706."

Complainant offers in evidence Information Circular No. 642, dated Chicago, February 18, 1902, as follows:

Series A.

CORRECTED INFORMATION No. 642.

(Abrogating Information No. 638.)

Rates on Pig Lead, Ore and Spelter.

For Your Information:—Roads interested individually advise that tariffs will be issued, effective February 24, 1902, and expiring April 30, 1902, unless sooner revoked, publishing the following rates:

On pig lead, ore and spelter, valuation not to exceed $100.00 per ton, C. L., minimum weight 30,000 pounds.

From Missouri River points (on shipments originating at points beyond),

To Baltimore, Md. .....22 cents per 100 lbs.
To Boston, Mass. .....27 cents per 100 lbs.
To New York, N. Y. .....25 cents per 100 lbs.
To Philadelphia, Pa. .....23 cents per 100 lbs.

Of the foregoing through rates the following proportions will be charged east of points named below:

Rates in Cents per 100 Lbs.

TO	East of Mississippi River East Bank Points East St. Louis to East Dubuque, Ill. Both Inclusive.	East of Chicago and Chicago Junctions.	East of Peoria, Ill.
Baltimore (Proper), Md.....	16.0	13.1	13.5
Boston (Proper), Mass.....	20.8	16.8	17.5
New York (Proper), N. Y...	18.9	15.7	16.2
Philadelphia (Proper), Pa...	17.0	13.9	14.4

The proportions named above, from the Mississippi

River, Chicago and Peoria, will also be the minimum rates accepted from same gateways on shipments of pig lead, ore and spelter originating at points in the State of Missouri.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 707."

Complainant offers in evidence Information Circular No. 575, dated Chicago, August 9, 1901, as follows:

Series A.

INFORMATION No. 575.

(Amendment No. 1 to Information No. 341.)

Central Freight Association.

Chicago, August 9, 1901.

Proportional Rate on Dressed Beef, Mutton and Pork.

For Your Information:—Roads interested individually advise that they will issue tariffs, effective on legal notice, naming the following rate:

On dressed beef, mutton and pork, C. L., originating on or west of the Missouri River, minimum weight as per Official Classification, from East St. Louis, Ill., to Syracuse, N. Y., 37 cents per 100 lbs.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 708."

Complainant offers in evidence Information Circular No. 573, dated Chicago, August 3, 1901, as follows:

Series A.

INFORMATION No. 573.

Central Freight Association.

Chicago, August 3, 1901.

Exhibits for the St. Louis Fair and Exposition.

For Your Information:—Roads interested individually advise that on all exhibits forwarded from points in Trunk Line Association territory to the Exhibitions of the St. Louis Exposition and Music Hall Association from September 9 to October 12, 1901, inclusive, and the St. Louis Fair Association from October 7 to October 12, 1901, inclusive, full tariff rates will be charged, and such exhibits, (excepting horses and mules) if unsold and re-shipped from St. Louis, Mo., within thirty (30) days after the close of the Exposition or Fair may be returned free, at owner's risk, to the original forwarder at the original point of shipment by the railway companies which carried the same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate signed by the proper officers of the Exposition or Fair to the effect that the shipments are unsold exhibits which have paid full tariff rates one way; such certificates to be attached to the manifest of each shipment.

Full tariff rates will be charged in both directions on horses and mules for exhibition.

(Advice Letter No. 6-310.)

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 709."

Complainant offers in evidence Information Circular No. 534, dated Chicago, May 4, 1901, as follows:

Series A.

INFORMATION No. 534.

(Abrogating Information No. 529.)
Central Freight Association.

Chicago, May 4, 1901.

For Your Information:—Roads interested individually advise that effective May 20, 1901, tariffs will be issued cancelling the proportional rates established by Information No. 529, Series A, dated April 13, 1901, from East St. Louis, Ill., to Atlantic Seaboard Cities, on white limestone, in carloads, originating at points in the State of Missouri; on and after said date Official Classification rating will be charged.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 710."

Complainant offers in evidence Information Circular No. 433, dated Chicago, October 3, 1900, as follows:

Series A.

INFORMATION No. 433.

(Abrogating issues named below.)
Central Freight Association.

Chicago, October 3, 1900.

Rates and Divisions Applying on East-bound Trans-Continental Traffic.

For Your Information:—Roads interested individually advise, that effective October 15, 1900, they will participate in through rates on traffic from Pacific Coast Points to points *east* of the WESTERN TERMINI OF THE TRUNK LINES, subject to the following regulations:

One. On shipments from Pacific Coast terminal points they will accept east of the gateways named in paragraph "THREE" hereof, the percentages shown opposite such gateways of the authorized gross through rates published from "Pacific Coast Terminals," but in no case is the proportion received east of said gateways with Western Roads or Ohio River crossings to be less than said percentages of a minimum through rate of 75 cents per 100 lbs. from "Pacific Coast Terminals" to destination.

Two. On traffic from points taking Pacific Coast Terminal rates, also from points east of the Pacific Coast which take rates based on those applying from the "Pacific Coast Terminals" plus local rates from such interior points of origin to the nearest Pacific Coast Terminal point, the roads east of gateways with Western Roads or Ohio River crossings will accept the same revenue as they receive under paragraph "ONE" hereof, on like traffic subject to the rates published from "Pacific Coast Terminal" points. See Note 3.

Three. The percentages of the through rates accruing east of gateways with Western Roads or Ohio River crossings are:

East of—	Per cent.
Alton, Ill.	29
Ashland, Ill.	29
Beardstown, Ill.	29
Bloomington, Ill.	29
Cairo, Ill.	29
Chicago, Ill.	25
Cincinnati (Note 1), O.	22
Crandall, Ill.	29
Dwight, Ill.	25
East Hannibal, Ill.	29
East St. Louis, Ill.	29
Eureka, Ill.	29

East of—	Per cent.
Joliet, Ill.	25
Kankakee, Ill.	25
Louisville (Note 2), Ky.	25
Morton, Ill.	29
Pekin, Ill.	29
Peoria, Ill.	29
Seneca, Ill.	25
Streator, Ill.	25
Wann, Ill.	29

Rates and Divisions on Wool.

Four. On shipments of compressed wool, in carloads, originating:

(a) At points on the Oregon Short Line, Kuna, Idaho, and points west thereof.

(b) At points on the Northern Pacific Ry., Mullan or Granite City, Idaho, and points west thereof.

(c) At points on the Great Northern Ry., Priest River, Idaho, and points west thereof.

The railroads east of gateways with Western Railroads, also north of Ohio River crossings, will accept the established percentage proportions mentioned in paragraph "THREE" above, of rates published by initial railroads on like traffic from Pacific Coast Terminal points, but not less than established percentage proportions of a minimum through rate of 75 cents per 100 lbs., from the Pacific Coast Points to destination.

Rates and Divisions on Asiatic Traffic.

Five. The rates from Asiatic ports to points of destination in Trunk Line Association territory via steam vessel to the Pacific Coast after deducting 5 cents per 100 lbs. on all classes, for transfer from ship to rail, are to be di-

vided half to the Pacific Ocean Steam Carrier's and half from the Pacific Coast Terminals eastwardly, provided the proportion from the Pacific coast to Trunk Line Association point of destination is not less than 75 cents per 100 lbs., excluding transfer, such proportion from the Pacific Coast to be divided on established percentages specified in paragraph "THREE" hereof, accruing to roads east of gateways with Western Roads and Ohio River crossings.

Six. When through rates are made from Asiatic ports via sailing vessels to the Pacific Coast, and thence railroads to destination, the actual charter allowance to the vessel, plus the cost of transfer at the Pacfic Coast, not exceeding 5 cents per 100 lbs., shall first be deducted and the remainder of the through rate shall be divided on the percentages specified in paragraph "THREE" hereof, provided the rate from the Pacific Coast to Trunk Line Association point of destination is not less than 75 cents per 100 lbs., excluding transfer as aforesaid.

Seven: Through shipments of tea shall be delivered to the rail carrier in good order and any cooperage thereon found necessary after leaving the rail starting point shall be made a line charge and be shared from starting point to destination on the divisions of revenue.

Eight: The rules contained herein do not apply to fruits carried by passenger trains or at passenger train speed.

Nine: In dividing the through rates applying on shipments referred to herein, the local rate (class or commodity, whichever is lower), will be the maximum proportion accruing to the railroads either east or west of the junctions with the Western Roads, and either north or south of the Ohio River Crossings.

Traffic Routed via the Canadian Pacific Ry.

Ten. On traffic forwarded via the Canadian Pacific Ry. at differential rates and routed via Chicago, Ill., the rail-

way companies east of Chicago shall charge and collect east of Chicago the established percentages of the gross (standard) tariff rates applicable upon similar traffic transported by other Trans-Continental lines and routed via Chicago.

Note 1. When traffic routed via Cincinnati is handled through the Cincinnati Street Railway Connection or Transfer Company, the charge for such transfer will be paid by the lines north of the Ohio River and be adjusted by voucher, to which will be attached evidence that an actual payment of such transfer charges has been made.

Note 2. If traffic via Louisville, Ky., is carried through that point via the Louisville & Nashville R. R. to Cincinnati, Ohio, and delivered at the latter point to the eastern lines, the established division east of Cincinnati, Ohio, shall apply.

Note 3. For list of interior Pacific Coast points included under paragraph "TWO" herein, see pages 16 to 23, both inclusive, of Circular No. 24-A, issued by Agent Countiss of the Trans-Continental Freight Bureau, effective June 25, 1900.

The foregoing abrogates the following issues so far as they refer to Trans-Continental east-bound rates or divisions:

Joint Committee Circulars Nos. 992, 1216, 1861, Joint Traffic Association Freight Circulars 602, 630, 1222, 1614, 1759 and Central Freight Association Informations Nos. Series "11, 127, 185, and 388.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 711."

Complainant offers in evidence Information Circular No. 388, dated Chicago, June 21, 1900.

Series A.

INFORMATION No. 388.

Central Freight Association.

Chicago, June 21, 1900.

Divisions of Rates Applying on Eastbound Trans-Continental Traffic.

For Your Information: Roads interested individually advise that, taking effect June 25, 1900, on eastbound traffic destined to points east of the western termini of Trunk Lines from points taking Pacific Coast terminal rates, also from points east of the Pacific Coast which take rates based on those applying from the Pacific Coast terminals, plus local rates from such interior points of origin to the nearest Pacific Coast terminal point, the roads east of Chicago or other junctions with western roads will accept the same revenue as they receive on like traffic under the rates published from Pacific Coast terminal points.

In dividing the through rates applying on shipments referred to above, the local rate (class or commodity, whichever is lower), will be the maximum proportion accruing to the railroads, either east or west of the junctions with western roads, and either north or south of the Ohio River crossings.

For list of interior Pacific Coast points included under this arrangement, see pages 16 to 23, both inclusive, of Circular No. 24-A, issued by Agent Countiss of the Trans-Continental Freight Bureau, to take effect June 25, 1900.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 712."

Complainant offers in evidence Information Circular No. 316, dated Chicago, February 20, 1900, as follows:

Series A.

INFORMATION No. 316.

(Abrogating Information No. 310.)
Central Freight Association.

Chicago, February 20, 1900.

Switching Rates and Percentages Between Eastern Roads and Belt Lines on Traffic Interchanged With Western Roads.

For Your Information:—The eastern railroads, viz.: The Baltimore & Ohio R. R., Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago & Eastern Illinois R. R.; Chicago & Erie R. R.; Chicago & Indiaiapolis & Louisville Ry.; Grand Trunk Railway System; Lake Shore & Michigan Southern Ry.; Michigan Central R. R.; New York, Chicago & St. Louis R. R.; Pennsylvania Company; Pittsburg, Cincinnati, Chicago & St. Louis R'y.; and The Wabash Railroad, individually advise that, effective February 1, 1900, on eastbound and westbound traffic originating at or destined to points east of the western termini of the Trunk Lines, from or to points west of Blue Island, East Joliet or Kankakee, Ill., which is interchanged with the western railroads, viz.: the Atchison, Topeka & Santa Fe R'y.; Chicago, Milwaukee & St. Paul R'y.; Chicago & Northwestern R'y.; Chicago & Alton R. R.; Chicago Great Western R'y.; Chicago, Rock Island & Pacific R'y.; Chicago, Burlington & Quincy R. R.; Illinois Central R. R., The Wabash Railroad, and the Wisconsin Central R'y., via the so-called Belt Lines, the following will govern:

Rule 1. The duly authorized rates or proportions of through rates applying from or to Chicago, Ill., will also apply from or to Blue Island, East Joliet or Kankakee, Ill.

Rule 2. Out of the proportions provided in Rule 1 above as accruing east of Blue Island, Ill., the *Chicago Junction Railway* will be allowed $3.50 per loaded car between Blue Island, Ill., and the junction of that company where the traffic is received from or delivered to the eastern road.

No allowance is to be made for return of empty cars.

Rule 3. The allowances to the *Chicago Terminal Transfer Railroad* and the *Chicago & Western Indiana Railroad* are to be as per said Companies present tariffs, but such allowances are not to exceed $1.50 per loaded car and 75 cents for each empty car returned.

Rule 4. Out of the proportions provided in Rule 1 above as accruing east of East Joliet, Ill., the *Elgin, Joliet & Eastern Railway* will be allowed $4.00 per loaded car between East Joliet, Ill., and the junctions of that company where the traffic is received from or delivered to the eastern road.

No allowance is to be paid for return of empty cars.

Note.—The carload rates specified herein as accruing to the C. J. R'y., C. T. T. R. R., C. & W. I. R. R., and E. J. & E. R'y., will be the full compensation paid such roads, regardless of the weight, contents, or number of different consignments in any one car received from or delivered to them by any of the eastern roads.

Rule 5. Out of the proportions provided in Rule 1 above as accruing east of Kankakee, Ill., the *Indiana, Illinois & Iowa Railroad* will be allowed for the services performed between Kankakee, Ill., and all junctions east thereof on that road to and including South Bend, Ind., the following percentages of the rates or proportions charged from or to Kankakee, Ill. (i. e., of the rates or proportions duly authorized from or to Chicago), all eastern terminals and arbitraries, as per Fast Freight Line Hand Books, to be deducted prior to pro-rating and added to eastern roads' proportions:

On shipments from or to—	Per cents.
Albany, N. Y., and Albany rate points	9
Baltimore, Md., and Baltimore rate points	10
Boston, Mass., and Boston rate points	8
New York, N. Y., and New York rate points	9
Philadelphia, Pa., and Philadelphia rate points	10
Rochester, N. Y., and Rochester rate points	10
Utica, N. Y., and Utica rate points	10
Syracuse, N. Y., and Syracuse rate points	10

The term "Interchange Traffic," as used herein, is all traffic passing to or from any point east of Blue Island, East Joliet and Kankakee, Ill., located on railroads in either Central Freight or Trunk Line Association territories, originating at or destined to points on western roads which is delivered to or received from the eastern railroads by the Belt Lines mentioned above, regardless of what through rates or proportions of through rates are charged.

The percentages with the Indiana, Illinois & Iowa Railroad, and the switching arrangement with the Elgin, Joliet & Eastern Railway, the Chicago Junction Railway, the Chicago Terminal Transfer Railroad and the Chicago & Western Indiana Railroad, as provided herein, will be effective as of February 1, 1900, and immediate instructions will be given by each and every Central Freight and Trunk Line Association Railroad, party hereto, so that the same may be put into practical working effect at the earliest date possible, but not later than Monday, February 26, 1900.

These percentages being retroactive on all shipments of interchange traffic, as herein defined, received from or delivered to eastern railroads on and after February 1, 1900, none of the so-called Belt Roads mentioned herein shall receive any greater compensation than allowed under the provisions of this Information Circular.

Effective February 1, 1900, all arrangements in effect

with so-called Belt Lines named above, at variance with the foregoing, will be cancelled.

Yours truly,

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 713."

At this point the further hearing of testimony in this cause is adjourned, pursuant to agreement of Counsel, to be resumed January 23rd, 1907, at 10 o'clock A. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 23rd, 1907.

Met, pursuant to adjournment as above, on Wednesday morning, January 23rd, 1907, at 10 o'clock A. M., in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared in behalf of the Defendants.

The following proceedings were had:

Complainant offers in evidence Circular Letter No. A-1 of the Southern Freight Committee, dated January 29, 1894.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., Jan. 29, 1894.

Circular Letter No. A-1.

Dear Sir:—Following received this date from L. & N. Ry.:

"You will remember at one time there was a commodity rate on earthenware from Evansville to New Orleans, La., of 28 cents per hundred pounds. This commodity rate seems to have been withdrawn by action of your Committee, and the class rate of 33 cents applied. The rate from Evansville to New Orleans, via river, is 20 cents per 100 pounds, and we will not stand any chance of getting this business unless the old commodity rate of 28 cents is restored. Will you kindly take the matter up as promptly as possible and arrange for a restoration of this Special?

For purposes of reference the old and the present rates are shown:

From Evansville.

Old Rate.		Present Rate.
23	....Earthenware and Pottery Pkd., C. L....	26
28	....Same, L. C. L.....	33
23	....Same, Loose, C. L.....	26

Rates from St. Louis 2 cents per hundred higher."

Please record your vote as early as possible.

Respectfully,

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 59 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-2 of the Southern Freight Committee, dated January 30, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Jany. 30, 1894.

Circular Letter No. A-2.

Dear Sir:—The following communication received this date from the M. & O. R. R.:

"Tariff as issued by your office provides for rate on

flour in sacks for export consigned to Mobile and New Orleans 20 cents per 100 pounds, minimum carload 30,000 pounds. We have had some inquiry for rate on flour in barrels for export, and should be glad to have tariff amended to provide for sacks or barrels at 20 cents per hundred on shipments to be consigned to foreign ports applying to Mobile and New Orleans. Will you please give this early attention and oblige,

Yours truly,

J. M. Denyven, A. G. F. A."

Your prompt vote on this proposition is solicited.

Yours truly,

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 60 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-4 of the Southern Freight Committee, dated February 7, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., Feby. 7th, 1894.

Circular Letter A-4.

Dear Sir:—The following inquiry has reached me:

"Kindly advise me at your convenience what rate of fare should be charged attendants with less than carload shipments of Live Stock from St. Louis and Ohio River points to Mississippi Valley basing points—whether full 1st class, 2nd class, or half fare should apply."

Will you please advise your views and practice as early as possible?

Respy., S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 61 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-5 of the Southern Freight Committee, dated February 15, 1894.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Feby. 15th, 1894.

Circular Letter A-5.

Dear Sir:—The following communication has reached me from the M. & O. representative:

"We are asked to name rate on brick, C. L., Alton, Ill., to Memphis, New Orleans, Vicksburg and Natchez, and would suggest that the St. Louis rate be applied. Will you please get the consent of all lines interested and oblige."

Please record your vote as soon as possible.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 62 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-7 of the Southern Freight Committee, dated March 10, 1894.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., March 10, '94.

Circular Letter A-7.

White Lead, C. L., to New Orleans.

Dear Sir:—I am this date in receipt of the following communication from C. B. Compton, G. F. A., L. & N. R. R. Co.:

"We have recently had considerable correspondence with Mr. H. F. Smith, G. F. A., of the C. N. O. & T. P. Road, in which he suggested a rate of 25 cents per 100 pounds on White Lead in carloads from Cincinnati to New Orleans.

The present tariff rate, as you are aware, is 31 cents per 100 pounds, and the rate via River is 18 cents. The Shippers, however, have advised us that if we make a 25-cent rate, they will gladly forward the business all rail. I think under the circumstances, therefore, that we should make the rate. Will you kindly have the same published as promptly as possible and put other points in line?"

As this proposition stands, the rate is proposed to New Orleans, La., only—but it carries with it a similar rate to Mobile, Ala., under the present adjustment.

For reference the following figures would apply under this proposition to New Orleans, La., and Mobile, Ala.:

From Louisville and St. Louis, 22 cents per 100 pounds.

From Evansville, 20 cents per 100 pounds.

From Cairo, Paducah and Nashville, 17 cents per 100 pounds.

Please record your vote *promptly*.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 63 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-10 of the Southern Freight Committee, dated March 21, 1894.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., Mar. 21, 1894.

Circular Letter A-10.

Fertilizers to Mississippi Valley Points.

Dear Sir:

I am to-day in receipt of advice from the representative of the K. C. F. S. & M. R. R. to the effect that he has reduced the rates on Fertilizers from the Missouri River to all Mississippi River points—taking New Orleans rates—45

cents per ton. This makes the rate $4.25 per net ton from the Missouri River to New Orleans *and Group*. The present rate of $3.05 per ton applies only to New Orleans and Mobile. Do you desire its application to the entire New Orleans Group in accordance with the action of the K. C. F. S. & M. R. R.?

Please advise promptly. S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 64 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-11 of the Southern Freight Committee, dated April 16, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., April 16, 1894.

Circular Letter A-11.

Show Cases for the Southeast.

I am in receipt of the following communication from the representative of the M. & O. R. R.:

"Rate of 30 cents per 100 lbs. has been established from Quincy to Ohio River on Show Cases for the Southeast. Our Shippers advise us that the present rates from St. Louis are too high to enable them to do any business, as compared with the East, and we, therefore, desire to establish from St. Louis to the Ohio River on Show Cases, destined to the Southeast, rate of 20 cents per 100 pounds.

J. M. Denyven, A. G. F. A."

This proposition contemplates the application of the proposed rate to the Ohio River on Show Cases destined to that portion of the Southeast known as Atlanta-Montgomery Terry.

Please record your vote as early as practicable.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 65 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-12 of the Southern Freight Committee, dated April 11, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., April 11, 1894.

Circular Letter A-12.

Empty Trunks, Nested, any Quantity.

I am in receipt of the following communication from the representative of the C. O. & S. W. R. R.:

"Will you please refer to your Circular Letter of Dec. 30, 1893, in regard to rate on empty Trunks from River crossings to Memphis and points in the Mississippi Valley South? I have not been advised as to what the result of this request on the interested lines was. We have not pushed the matter, because we have not, until quite recently, learned that the business was being shipped via River on account of our high rates. I will now ask that you put the question again to the lines interested and get their concurrence to a rate of 35 cents per hundred on empty trunks, nested, any quantity, Louisville (and St. Louis) to Memphis and 55 cents to points South. We hope none of the lines will withhold their concurrence, as we find the rate absolutely necessary at the present time.

It might be well to state that we will watch the matter closely and promptly, with the close of River navigation, suggest a withdrawal of the rate and an advance to the present figures."

(Signed) F. C. Dunnbeck, G. F. A.

Please record your vote on the proposition as early as practicable.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 66 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-14 of the Southern Freight Committee, dated April 28, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., April 28, 1894.

Circular Letter A-14.

Powder—L. C. L.

I am this day in receipt of the following communication from the "Queen & Crescent" representative:

"Classification of gun-powder L. C. L. to Mississippi Valley points. We are asked to make first class apply on common black powder L. C. L. from Cincinnati and Louisville to New Orleans and Vicksburg, the present classification being double first.

Please advise me if you will agree to this reduction, corresponding rates, of course, being applied from other Ohio and Mississippi River crossings."

Please record your vote as early as possible.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 67 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-17 of the Southern Freight Committee, dated August 14, 1894. Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., Aug. 14, 1894.

Circular Letter A-17.

Grapes to Mississippi Valley Points.

It is proposed by the Louisville & Nashville R. R., The

Queen & Crescent, and the C. & O. S. W. R. R. that Grapes be excepted from the Fruit which take the rates provided for Fruits and Vegetables destined to points in the Mississippi Valley and that

Effective on Legal Notice

they be restored to regular So. Ry. and S. S. Association Classification which provides for the following classification:

Grapes, C. L., Third Class.

Grapes, L. C. L., First Class.

Do you concur with this proposition?

As this class of freight is about to move, your early reply is solicited.

S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 68 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-25 of the Southern Freight Committee, dated April 17, 1895.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

St. Louis, Mo., Apr. 17, 1895.

Circular Letter No. A-25.

Dear Sir:—It is proposed to make the minimum carload weight of Cast-Iron Hollowware, shipped separate from Stoves and Stove Castings, 15,000 pounds, set the present rates on Stoves, etc. This rule, which is that of the Southern Ry. and S. S. Classification, to apply on shipments destined to points in the Mississippi Valley covered by tariff S. F. C. No. 1-A.

It is claimed that this rule will add materially to the rail shipments to those points.

Please favor me with your approval or dissent by return mail. Respectfully, S. Frink, Chairman.

Above exhibit is marked "Complainant's Exhibit No. 69 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-26 of the Southern Freight Committee, dated April 17, 1895.

Which letter is in words and figures as follows, to-wit:

THE SOUTHERN FREIGHT COMMITTEE.

(Circular Letter No. A-26.)

St. Louis, Mo., April 17, 1895.

Dear Sir:—The following rates are proposed on Ground Iron Ore and Mineral Paints in carloads and less when destined to points in the Mississippi Valley as shown below:

To	Per Ton of 2240 Pounds.			
New Orleans and Group	Ground Iron Ore.		Mineral Paint.	
	C. L.	L.C.L.	C.L.	L.C.L.
From St. Louis and Louisville	4.12	4.72	4.57	5.17
Cincinnati	4.53	5.19	5.03	5.69
Evansville	3.67	4.27	4.12	4.72
Nashville, Paducah and Cairo	3.00	3.60	3.00	3.60
To				
Baton Rouge and Group				
From St. Louis and Louisville	4.12	4.72	4.57	5.17
Cincinnati	4.79	5.39	5.47	6.07
Evansville	3.67	4.27	4.12	4.72
Nashville, Paducah and Cairo	3.00	3.60	3.00	3.60
To				
Meridian and Jackson				
From St. Louis and Louisville	4.12	4.72	4.57	5.17
Cincinnati	4.78	5.39	5.30	6.00
Evansville	3.67	4.27	4.12	4.72
Nashville, Paducah and Cairo	3.00	3.60	3.00	3.60

These rates are based on those issued lately from Chat-

tanooga by the Southern Ry. and S. S. Ass'n., making Nashville, Paducah and Cairo same as Chattanooga and building thereon by using differentials.

Please record your concurrence or dissent by return mail.

Respc.,

S. Frink, Chm.

Above exhibit is marked "Complainant's Exhibit No. 70 of the Southern Freight Committee."

Complainant offers in evidence Circular Letter No. A-29 of the Southern Freight Committee, dated May 11, 1901.

Which letter is in words and figures as follows, to-wit:

THE SOOUTHERN FREIGHT ASSOCIATION.

St. Louis, Mo., May 11th, 1901.

Circular Letter No. A-29.

Substitution or Partial Unloading of Packing-house Products in Transit.

The following resolution was proposed and adopted:

Resolved, That it is the sense of this meeting that the partial unloading or substitution of Fresh Meat or Packing-house Products in transit at receiving points or elsewhere is contrary to the rules of the Association and should be immediately discontinued.

Resolved, further, That all Agents be instructed to see that the practice is discontinued.

Resolved, further, That a copy of this resolution be furnished to connecting lines with notice that we will not in future be parties to any contracts in conflict therewith.

Notice as above is hereby furnished to connecting carriers.

S. Frink, Chairman.

Approved:
D. M. Goodwyn, G. F. A., L. & N. R. R.
J. C. Lincoln, G. F. A., I. M. & S. Ry.
Haiden Miller, G. F. A., M. & O. R. R.
W. E. Keepers, G. F. A., I. C. R. R.

Above exhibit is marked "Complainant's Exhibit No. 71 of the Southern Freight Committee."

Complainant offers in evidence the following correspondence between the Central Freight Association, and the officers thereof, and the St. Louis Eastbound Freight Committee:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 15, 1900.

Please refer to file 7070

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt this morning of the following letter from Freight Traffic Manager Whitaker of the C. & O. R. R. Co., under date of the 13th:

"We have duly received joint letter from Chairman Fraser of the St. Louis Eastbound Committee under date of September 25th, advising of action of that Committee to secure a maintenance of eastbound rates, and we will be glad to co-operate in the effort to secure this result."

Also letter under date from General Traffic Manager Bell of the Central Railroad Company of New Jersey:

"Referring to circular letter issued by the St. Louis Eastbound Freight Committee, under date of September 29, 1900. We acknowledge receipt of the same, and shall comply therewith."

In connection with this matter, with a 1-cent rate to Cairo, 4 cents to Louisville and Cincinnati on grain from East St.

Louis, and a 9½c rate to be made effective November 1st from Louisville, New Albany, Jeffersonville and Cincinnati to the Virginia cities and Baltimore, how are the grain rates going to be maintained out of East St. Louis with a 17½c basis, Chicago to New York? The rate from East St. Louis to Virginia cities and Baltimore should be 17½ cents, and yet the combination of rates as above named make the rate 13½ cents, a reduction of 4 cents.

It occurs to me that the chief freight traffic officials of the eastbound roads from East St. Louis, Cairo, Evansville, Louisville and Cincinnati should get together to see what can be done to stranghten this matter out.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 10, 1900.

Please refer to file 7208.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I have been trying to break out the rate from East St. Louis to Louisville and Cincinnati of 4 cents on grain, but without success. The Mobile & Ohio and the Illinois Central have a proportional rate of one cent from East St. Louis to Cairo on grain when destined to the Southeast—this rate they decline to take out. Could they not issue through proportional tariffs from East St. Louis to Southeastern points and waybill this grain through, for otherwise the 4-cent rate, if continued, must affect rates to the North Atlantic seaboard points.

Won't you kindly have this considered by your St. Louis Committee and have them advise me what in their judgment it is best to do.

Yours very truly, J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 16, 1900.
Please refer to file 7208.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt of your letter of the 13th instant, your file 3272.

You state,

"The same conditions as regard proportional rates on grain from Missouri River via East St. Louis, Cairo and Evansville to the southeast have prevailed for a number of years past."

My information has been that the same conditions have not prevailed. The low proportional rates from East St. Louis, Cairo, Evansville, Louisville, and finally stretching to Cincinnati, and at one time including Beardstown, applies on all grain, as I understand it, whether from the Missouri River or anywhere else, and was intended originally to meet the competition from the lower Missouri River points via Memphis to the Southeast, and, therefore, intended to be applicable and so stated, to grain going to the Southeast, but in my judgment it is impossible, after grain gets into an elevator, to tell where it came from or where it is going to. If a tariff is published showing through rates from the Missouri River via East St. Louis to southeastern points and bills of lading and way-bills are issued and the grain not stopped in transit, this, if fully and faithfully carried out, would prevent what in my judgment will be a strong pressure for reducing the rates to these North Atlantic seaboard points.

There is a 4-cent rate in from East St. Louis to Louisville, and there is a rate of 12 cents to Baltimore and Virginia cities. You see where that will land us.

I fully understand the conditions that it is claimed to have made rate of one cent to Cairo and Evansville and 4 cents to Louisville and Cincinnati necessary.

The trouble is that the grain is not confined to the necessities of the situation. However, I have had quite a talk with Mr. Irwin of the L. H. & St. L. Ry., and he promised to carefully consider the matter and write me his views.

I trust no serious results will follow these proportional rates from East St. Louis to the Ohio River points.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 17, 1900.
Please refer to file 7208.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—The 4 cent proportional rate from East St. Louis to Louisville will not down.

The Commissioner of the St. Louis Traffic Bureau, Mr. E. S. Tompkins, asks:

"Do you think it fair to the merchant of St. Louis that he be compelled to bill his grain from East St. Louis to Louisville at 4 cents and then pay some party a commission to re-bill it for him at 12 cents in order to obtain the rate of 1½ cents less than the authorized through rate of 17½ cents?"

It seems to me there can only be this solution to this question; whether it is practical or not, the St. Louis Committee can best judge: Abrogate this 4 cent rate from East St. Louis to Louisville, my understanding being that tariffs show through rates via both Memphis and East St. Louis

gateways from the Missouri River to southeastern territory are a printed necessity, but this grain should be billed through from starting point to destination without stoppage.

This, of course, the elevator and grain interests at the Missouri River, East St. Louis, Louisville and all others interested will combat and their influence will probably overbalance any other, but it is the only solution as I see it. If we can cut out the 4 cent rate, we can then go back to the authorized rate from East St. Louis proper to Cincinnati and Louisville 10 cents, and from East St. Louis on shipments coming from beyond to both Cincinnati and Louisville 7 cents per 100 lbs.

Won't you kindly have this considered again by the St. Louis Committee, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Proceedings of a meeting to consider Grain and Grain Product rates, held at Chicago, Wednesday, October 3, 1900.

Representation:

Representing Central Freight Association Roads.

Ann Arbor—W. H. Bennett.

Baltimore & Ohio—L. R. Brockenbrough, A. P. Bigelow.

Baltimore and Ohio Southwestern—S. T. McLaughlin.

Chicago & Eastern Illinois—S. J. Cooke.

Chicago & Grand Trunk Ry.—For Receivers, David Brown.

Chicago, Indianapolis & Louisville—C. H. Rockwell, W. H. Newman.

Chicago, Peoria & St. Louis—C. R. Manter.

Cleveland, Cincinnati, Chicago & St. Louis—E. F. Cost, C. Tillinghast.

Erie Lines—S. P. Shane, C. L. Thomas, H. W. Forward.

Grand Rapids & Indiana—E. C. Leavenworth.

Grand Trunk Ry. System—David Brown.

Illinois Central—W. R. Bascom.

Lake Erie and Western—G. J. Grammer.

Lake Shore & Michigan Southern—G. J. Grammer, Geo. B. Wheeler, J. L. Clark.

Michigan Central—B. B. Mitchell, F. Zimmerman.

Norfolk & Western—J. R. Ruffin, F. C. Bryan.

New York, Chicago & St. Louis—G. B. Spriggs, Jas. Webster, Wm. H. S. Atkinson, J. G. Tennant.

Pennsylvania Company—D. T. McCabe.

Peoria & Eastern—Ford Woods.

Peoria & Pekin Terminal—C. W. Cook.

Pere Marquette—A. Patriarche.

Pittsburg, Cincinnati, Chicago & St. Louis—D. T. McCabe, J. B. Hill.

Toledo, Peoria & Western—E. F. Leonard.

Toledo, St. Louis & Western—T. J. Cook.

Vandalia Line—N. W. Taylor, J. Fitzpatrick.

Wabash—S. B. Knight.

Representing Lake Lines.

Anchor Line—F. J. Firth, Prest.

Lackawanna Transp. Company—T. T. Morford, Agt.

Lehigh Valley R. R.—E. J. Henry, G. A.

Union Steamboat Line—T. T. Morford, G. A.

Western Transit Company—G. L. Douglass, G. M.

C. C. McCain, Commissioner.

Representing Western Roads.

Atchison, Topeka & Santa Fe—J. S. Hershey.

Chicago Great Western—P. C. Stohr.

Chicago & Northwestern—C. H. Knapp.
Wisconsin Central Ry.—Burton Johnson.

There were also present:

E. A. Dawson, G. M., Star Union Line.
P. P. Rainer, C. Insp., Joint Rate Inspection Bureau.
C. E. Fulton, Sec'y Chicago & Ohio River Committee.

The meeting convened at 10:30 A. M., and after obtaining from the representatives of the Lake and All-rail Lines an expression of their views as to an advance in rates upon grain and grain products, the joint meeting adjourned to reconvene at 3 P. M.

The all-rail lines then took the matter under consideration and unanimously adopted the following:

(1) That taking effect November 1, 1900, the rates from all points in Central Freight Association territory to western termini of the Trunk Lines and points east thereof on grain and grain products, in carloads, will be made on basis of seventeen and one-half (17½) cents per 100 lbs., Chicago to New York.

(2) That on grain, in carloads, for export only, originating west of the Mississippi River, the rates will be as follows:

From Mississippi River east bank points (East St. Louis to East Dubuque, inclusive):

To N. Y., Boston, Mass., and Portland, Me., 18½c per cwt.

To Philadelphia, Pa., and Montreal, P. Q., 17½c per cwt.

To Baltimore, Md., Newport News and Norfolk, Va., 17c per cwt.

It is expressly understood and hereby individually stated that the rates mentioned next above to apply only on ex-

port grain, will be confined strictly to shipments originating west of the Mississippi River; it will not be permissible to apply on shipments of grain originating on or east of the Mississippi River the proportions accruing east of Chicago of the authorized rates applying on Trans-Mississippi River grain.

Except as provided above, the rates on shipments of grain only, C. L., for EXPORT, from all points in Central Freight Association territory will be the following amounts in excess of the rates current from the same points of origin to Baltimore, Md., Newport News or Norfolk, Va., on domestic shipments:

Via Boston, Mass., Portland, Me., New York, N. Y., 1½ cents per 100 lbs.

Montreal, P. Q.; Philadelphia, Pa., ½ cents per 100 lbs."

The joint meeting of Lake Lines and Rail Lines re-convened at 3 P. M. and unanmously approved the foregoing action as adopted by the all-rail lines.

It is understood that the Chairman endeavor to have the roads leading eastwardly from Ohio River Crossings and East St. Louis on traffic to and through Virginia points, also co-operate in the maintenance of the rate to be established by the above.

The Chairman was authorized to take up with the Illinois Central Railroad the question of uniform differentals on grain to New Orleans, La. versus Atlantic Seaboard points and endeavor to arrive at some agreement.

Adjourned. J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, October 9, 1900.

Subject:—Rates on Grain and Grain Products, C. L., Central Freight Association points to Virginia Cities.

Advice Letter No. F. 588

To the General Freight Agents,

Gentleman: The following is received from Mr. Edwin Fitzgerald, General Manager, Asheville Line, and is sent for your information:

"I am advised that roads in your Association have advanced rates on grain and grain products, in carloads, from Central Freight Association points to eastern cities to basis of 17½ cents per 100 lbs., Chicago to New York, effective November 1st, 1900.

Please notify your roads we will resume our regular basis from western points to Virginia Cities, making the rates same as to Baltimore. This will advance our present rate one-half cent per 100 lbs. from Chicago, with corresponding advance from other points; in other words restoring the Baltimore basis." Yours very truly,

J. F. Tucker, Chairman.

WESTERN UNION TELEGRAPH COMPANY.

W. U. Frank No. 206.

St. Louis, Mo., Oct. 29, 1900.

J. F. Tucker, Monadnock Block, Chicago, Ill. McLaughlin wires as follows: Thirteen and half cents is rate effective November first, on grain and grain products, East St. Louis to Pittsburg and we have advised Chairman Tucker that we would observe Pittsburg rate as maximum rate to Parkersburg. Will you Amend Information twenty four eighty seven. Answer. R. M. Fraser.

WESTERN UNION TELEGRAPH COMPANY.

Received at Union Station, St. Louis, Mo., 6:20 N.

40 A J A K 59 DH

T A Chicago, Ill. Oct. 29,

R. M. Fraser, A Sta. St. Louis, Mo. Your Msg. regarding Rates to Parkersburg by B. & O. S. W. Will you

please place matter before your Committee for consideration and advise result as it is preferable to have B.&O.S.W. hold rates in information twenty four eighty seven if possible, since it will affect points on Beardstown Divn. of that road if changed.

J. F. Tucker.

Oct. 30, 1900.
3206.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At a Special Meeting of the Committee this A. M., I submitted my telegram and your reply as follows:

St. Louis, Oct. 29, 1900.

J. F. Tucker, Monadnock Block, Chicago, Ill. McLaughlin wires as follows: "Thirteen and half cents is rate effective November 1st, on grain and grain products, East St. Louis to Pittsburg and we have advised Chairman Tucker that we would observe Pittsburg rate as maximum rate to Parkersburg." Will you Amend Information twenty four eighty two. Answer. R. M. Fraser."

"Chicago, Ill. Oct. 29, 1900.

R. M. Fraser, Union Station, St. Louis.

Your message regarding rates to Pittsburg by B. & O. S. W. Will you place matter before your Committee for consideration and advise result as it is preferable to have B. & O. S. W. hold rates in Information twenty four eighty two if possible, since it will affect points on Beardstown Division of that rate if changed, and I was instructed to inform you that it was the sense of the Committee that the action of the B. & O. S. W. R. R. in observing the Pittsburg rates as a maximum rate to Parkersburg on Grain and Grain Products from East St. Louis is approved.

Respectfully,

J. F. Tucker, Chairman."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 1, 1900.

Please refer to file Inf. 2487.

Messrs:

F. A. Wann, G. F. A. C. & A. R. R. Chicago.
J. S. Lazarus, G. F. A. I. D. & W. Ry. Indianapolis.
W. M. Bushnell, G. F. A. C. P. & St. L. Ry. St. Louis.
E. F. Cost, F. T. M. C. C. C. & St. L. Ry., Cincinnati.
C. B. Compton, G. F. A. L. & N. R. R. Louisville.
W. E. Keepers, G. F. A. I. C. R. R. Chicago.
S. B. Knight, G. F. A. Wabash R. R. St. Louis.
S. T. McLaughlin, G. F. A. B. & O. S. W. R. R. Cincinnati.
N. W. Taylor, G. F. A. Vandalia Line, St. Louis.
C. D. Whitney, G. T. M. T. St. L. & W. Ry. Toledo.
W. Campbell, G. F. A. C. & E. I. R. R. Chicago.

Gentlemen: Referring to Information No. 2487 which provides that the rates on grain and grain products from Central Freight Association territory to Parkersburg, W. Va., will be on basis of 83:33 per cent of the 6th class rates applying from same points of origin.

In connection with this Information Circular the B. & O. S. W. R. R. advises that that company will apply the Pittsburg rates as maximum to Parkersburg on grain and grain products from all points on that road, and this will affect rates from Olney, Ill., and points west thereof, for the reason that the rates to Pittsburg on basis of 17½ cents, Chicago to New York, will be less than the rates arrived at by use of 83:33 per cent of the 6th class rates to Parkersburg.

The question was also considered by the St. Louis Committee on the 30th ultimo, and it was decided to approve the position of the B. & O. S. W. R. R. in the observance of

Pittsburg rates as maximum to Parkersburg on grain and grain products from East St. Louis.

As there seems to be no possibility of having the B. & O. S. W. R. R. change its position, the matter will be docketed for consideration at the November meeting of this Association, and it occurred to me to suggest that in the meantime your tariffs only be changed where absolutely forced by the position taken by the B. & O. S. W. R. R., that is, do not reduce the rates from points not directly affected by those named to Parkersburg by the B. & O. S. W. R. R.

Yours very truly,
J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, November 5, 1900.

Subject:—Proposed basis for rates on Grain and Grain Products, C. L., from Illinois points to Parkersburg, W. Va.

Advice Letter No. F. 662

To the General Freight Agents,

Gentlemen: Referring to C. F. A. Information No. 2487, dated October 17, 1900, which provides that the rates on grain and grain products, C. L., from points in Central Freight Association territory to Parkersburg, W. Va. will be 83⅓ per cent of the 6th class rates, the rates from points taking in excess of 100 per cent of Chicago to New York rates to be the rates to Pittsburg on basis of 20 cents per 100 lbs., Chicago to New York City:

It seems the B. & O. S. W. R. R. hauls traffic for Pittsburg, Pa. through Parkersburg, W. Va., and that it will therefore be impossible for that company to charge to Parkersburg rates in excess of those to Pittsburg on basis of 17½ cents per 100 lbs. Chicago to New York. This will affect rates from points on the B. & O. S. W. R. R., Law-

renceville, Ill. and west thereof, Lawrenceville, being a point which takes 108 per cent of rates Chicago to New York. It therefore seems the only solution will be to apply from points in the State of Illinois taking 110 per cent or higher of rates Chicago to New York, the current rate to Pittsburg from the same points, as maximum to Parkersburg, with the proviso that the rates from intermediate points east of 110 per cent territory will not be higher to Parkersburg than the rates applying from points west thereof. The latter will only affect a few points as rate from 110 per cent points to Pittsburg is 12½ cents, and same will be applied, for instance, from Joliet, Ill. as maximum and a few other intermediate stations.

Please note on the enclosed blank your views on the foregoing proposition, and oblige, Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Ill. Nov. 20, 1900.

Please refer to file 7380

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Withont any details furnished me, I am informed that export flour is being carried from East St. Louis to Philadelphia at 12 cents per 100 pounds, and that more than one line is quoting that rate and taking the traffic. What information can you ascertain in regard to this matter? Yours very truly,

J. F. Tucker, Chairman.

Nov. 21, 1900.

3272.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 20th, file 7380. From what was said at Special Meeting yesterday, regarding rates on Traffic, I

do not think there is any foundation for the report. I will, however, submit your letter at next meeting, Friday 23rd, and if there is anything different to report will write you again.

Respectfully,
Chairman.

Nov. 23, 1900.
3272.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Referring again to yours 20th, file 7380. The letter was read at Special Meeting this A. M. On call of roll, all members denied that the rate you named on Flour, or any rate, less than authorized, was being made by them or through this gateway. I was instructed to inform you that there is every reason to believe that the authorized rates on Flour are not being maintained through the Upper Mississippi River Crossings and you are respectfully requested to investigate and advise result earliest possible date

Awaiting your reply, I am, Yours respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 27, 1900.
Please refer to file, 7380

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of yours of the 23rd, your 3272.

From what I hear it certainly seems that unauthorized rates are being used on flour and provisions from East St. Louis. The Chief Inspector advised me that from the upper Mississippi River Crossings there is nothing to warrant any belief that authorized rates are not being maintained.

I think it would be well for you when you have reason,

as you state in this case, to believe that rates are not being maintained, to give me some pointer about it—you can make it confidential so that the source need never be discovered, but it is pretty hard work to run down a general belief.

Yours very truly,
J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 27, 1900.
Please refer to file 7380

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Committee, St. Louis, Mo.

Dear Sir: I am informed that "under date of November 23rd flour "was being taken from East St. Louis to Baltimore and Philadelphia at 15½ cents; to New York 17½ cents, lard at 25 cents, and that no initial line at East St. Louis is ignorant of it or of the fact that traffic is moving from East St. Louis at less than tariff rates."

Won't you kindly write me what you know of the situation, for this information, if correct, does not tally with the understanding that on and after midnight of the 17th rates should be absolutely maintained, and this by order of the executives.

Yours very truly,
J. F. Tucker, Chairman.

Nov. 27, 1900.
3272.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 27th, file 7380 was read at Special Meeting of the Committee this A. M. and I was instructed to inform you that there was no change in the condition of affairs since my letter 23rd in answer to yours 20th, file 7380 and statement made therein is reaffirmed.

The fact that in letter 20th, you reported rate, E. St.

Louis to Philadelphia, 12 cents, and in letter 27th, 15½ cts. on Flour, was commented on as at least indicating an improvement, but the Committee would like to have some proof substantiating the reports that are being circulated about rates from East St. Louis, and they would also be pleased to receive reply to letter 23rd regarding rates through the Upper Mississippi River Crossings.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 30, 1900.

Please refer to file 7380

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 27th, your File 3272. Information from two different sources is the probable explanation for the two different rates named on the flour that you mention. As you are aware, it is simply impossible to furnish proofs, and it were possible I feel sure that furnishing proofs of any reductions of rates would cause much more harm than good.

I replied to your letter of the 23rd regarding rates through the upper Mississippi River crossings. So far as the billing proofs are concerned, tariff rates are being maintained, and the information from those in daily contact with the situation here is that it is in good shape, but so far as the information from St. Louis is concerned, the statement is that provision and flour rates are not being maintained. We must in all possible ways keep endeavoring to encourage and maintain good faith in this maintenance of rates question.

Yours very truly,

J. F. Tucker, Chairman.

Nov. 30, 1900.
3272.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 27th, File 7380 was read at conference meeting this A. M. and I was instructed to inform you that the statement made in my letter 23rd was, and is correct, to the best of our knowledge.

The members also say that if the Chief Inspector is able to determine whether authorized rates are being maintained through Upper Mississippi River Crossings he should be able to do the same via East St. Louis. In reference to the second paragraph of your letter, the Committee suggests that it would enable them to investigate and possibly give more satisfactory information in their replies, if you would be more specific in your charges, regarding rates not being maintained via this gateway.

The members of this Committee meet twice each week for conference and are doing all they can to improve the situation generally and with good results.

Respectfully, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 3, 1900.
Please refer to file 7380

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 30th ultimo, your File 3272.

The Chief Inspector advises that the authorized rates are being maintained from all the Mississippi River Crossings. The information as given you in relation to the rates on flour was from a confidential source and it seemed to me to be wise to advise the St. Louis Committee so that they might investigate. You must be aware of the fact that this

office receives no specific information that it can use to any good effect, and there is trouble enough about maintaining rates without still further trouble.

The action of the executives at New York November 8th, supplemented by the action of the chief freight traffic officials here on the 14th, should and was intended, as I understand it, to be absolutely enforced, and we must all keep trying—seemingly it is all there is left for us to do. If each would try and do their level best we would have a much better state of affairs, in my judgment.

I am delighted to hear that your Committee has semi-weekly meetings, and urge at such meetings a frank, honest talk. Let's all pull together. Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 714."

Complainant offers in evidence correspondence between the Central Freight Association officers and the St. Louis Eastbound Freight Committee concerning rate on Flour and Grain Products, as follows:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 21, 1901.

Please refer to file 7680

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am informed that the lines between the Mississippi River and the East are not maintaining agreed rates on flour originating west of the Mississippi River, including Missouri River points.

Will you kindly, at as early a date as possible, convene the St. Louis Committee and fix a date (I suggest July

1st) at which the duly authorized rates will be absolutely maintained—they are certainly low enough for the service performed. The harvest in the West is on and the millers will shortly begin to ship this traffic heavily; the roads east will be taxed to furnish equipment, and it rests with them as to whether or not they will get proper compensation for the services they are asked to perform. They will certainly need this proper compensation in the days to come.

I consider this an important matter; much depends upon it, and I urge personally prompt action. I shall have the Chicago and Peoria Committees convened to take similar action.

Yours very truly,

J. F. Tucker,
Chairman.

June 22, 1901.
3272-A.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 21st, file 7680 and 8204 received and will be submitted to Committee at Special Meeting Tuesday 25th.

Respectfully,
Chairman.

WESTERN UNION TELEGRAPH COMPANY.

Received at Union Station, St. Louis, Mo.

26. A. Sg. V. 39 D. H.

Chicago, Ill., June 24th, 1901.

R. M. Fraser, St. Louis:

At your meeting to consider flour rates also consider provision rates I understand they are badly off from the Missouri River, particularly through St. Louis and Peoria they should be straightened for certainly the authorized rates are low enough,

J. F. Tucker, 12:36 P. M.

WESTERN UNION TELEGRAPH COMPANY.

Received at St. Louis, Mo.

69 A EG BN 53 D.H.

Chicago, June 24

R. M. Fraser, St. Louis, Mo.

The Chicago Eastbound Lines have each unanimously individually stated that they will insist upon the authorized rates from Chicago also the authorized proportions of the authorized through rates from the Mississippi River on flour grain and provision. Have your committtees take similar action at once so as to stiffen up the situation. Answer. J. F. Tucker, 6:57 P. M.

WESTERN UNION TELEGRAPH COMPANY.

Received at Union Station, St. Louis, Mo. 1 P. M.

22 ASG-B 40 D. H.

Chicago, 6-25, 1901.

R. M. Fraser, The situation at Chicago as to rates on flour provisions and other traffic, is so far as I can learn, perfect; but St. Louis should straighten up, particularly on flour and provisions. Immediate and decisive action should be taken there. Answer. J. F. Tucker.

WESTERN UNION TELEGRAPH COMPANY.

D. H. Answer to D. H.

St. Louis, Mo., June 25, 1901.

J. F. Tucker, C. F. A., Monadnock Block, Chicago, Ill.

Your wire date. Previous wires and letter read at meeting today, action deferred, several members absent. Will repeat your last wire to members write you tonight.

R. M. Fraser.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., June 25, 1901.

File 3272-A 3252

To the Members of the Freight Committee.

Gentlemen:—In consequence of all members not being

present at meeting this A. M., I give below copy of letter and telegrams from Chairman Tucker, the first three papers were read at meeting this A. M., the fourth was received at 2:00 P. M.

"Chicago, June 21, 1901.

Mr. R. M. Fraser, St. Louis, Mo.

Dear Sir:—I am informed that the lines between the Mississippi River and the East are not maintaining *agreed rates* on flour originating west of the Mississippi River, including Missouri River Points.

Will you kindly, at as early a date as possible, convene the St. Louis Committee and fix a date (I suggest July 1st) at which the duly authorized rates will be absolutely maintained—they are certainly low enough for the service performed. The harvest in the west is on and the millers will shortly begin to ship this traffic heavily; the roads east will be taxed to furnish equipment, and it rests with them as to whether or not they will get proper compensation for the services they are asked to perform. They will certainly need this proper compensation in the days to come.

I consider this an important matter; much depends upon it and I urge personally prompt action. I shall have the Chicago and Peoria Committees convened to take similar action. Yours very truly,

(Signed) J. F. Tucker, Chairman."

Chicago, June 24, 1901.

R. M. Fraser, St. Louis. At your meeting to consider flour rates also consider provision rates. I understand they are badly off from the Missouri River, particularly through St. Louis and Peoria they should be straightened for certainly the authorized rates are low enough.

(Signed) J. F. Tucker."

"Chicago, June 24, 1901.

R. M. Fraser, St. Louis, Mo.

The Chicago Eastbound Lines have each unanimously individually stated that they will insist upon the authorized rates from Chicago, also the authorized proportions of the authorized through rates from the Mississippi River on flour, Grain and Provisions. Have your Committee take similar action at once so as to stiffen up the situation. Answer. (Signed) J. F. Tucker."

"Chicago, June 25, 1901.

R. M. Fraser, St. Louis, Mo.

The situation at Chicago as to the rates on flour, Provisions and other traffic is, so far as I can learn, perfect but St. Louis should straighten up, particularly on Flour and Provisions immediately and decisive action should be taken there. Answer. (Signed) J. F. Tucker."

I will be glad to try and arrange for a meeting to consider the above subject if any member desires.

As the meeting today adjourned sine die, there will not be a call issued for a *Conference* Friday or thereafter unless requested by a member. Respectfully,

R. M. Fraser, Chairman.

N. B:—Two (2) copies sent to each resident member *only.*

June 25, 1901.

3272-A 3252

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Your letter 22nd, file 7680 and 8204 and wire 24th regarding rates on flour, Grain and Provisions from Missouri River, also wire 24th as to action of Chicago lines, were read at meeting this A. M. and subject laid over, in consequence of several members not being present. Some out of the city—others did not come as requested.

Your wire 25th just received (2:00 P M.) and I will communicate your letter and the three wires to all members by Circular Lettter tonight.

I go to Cincinnati tonight to attend meeting St. Louis-Cincinnati-Louisville Frt. Committee and expect to be here again Thursday.

At meeting this A. M. I was instructed to *not* issue call for usual Conference Meeting Friday 28th. In fact the meeting adjourned sine die. This for your personal information.

Respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 26, 1901.
Please refer to file 7680

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Your message of yesterday. It is nine o'clock and your letter not yet at hand, though it is important. The situation at St. Louis is very critical and is contagious. The current rates named on flour and provisions from East St. Louis cannot continue much longer without breaking down the whole fabric—it will prevent the Minneapolis flour rates from being maintained.

I telegraphed to each of the chief freight traffic officials of the St. Louis Eastbound roads this morning, asking them to give positive instructions by wire to carry out the understanding that authorized rates should be maintained.

Yours very truly,
J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 26, 1901.
Please refer to file 7680

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Since writing you this morning have your

letter of the 25th, your Files 3272-A and 3252, relative to rates on flour and provisions from St. Louis.

What roads were not represented at the meeting, and what roads were represented? I am a little surprised to have you say that several of the members were not present and yet you were instructed not to issue call for the usual conference meeting Friday. It is a matter that should receive prompt attention, but of course it needed the presence of a representative of each road. What started the ball down there anyhow, for the reduction of rates seems first to have occurred there.

Yours very truly,
J. F. Tucker, Chairman.

June 27, 1901.
3272-A

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Your two letters 26th received. Answering your enquiry—the B. & O. S. W. R. R.—C. C. C. St. L.—Ill. Cent.—L. H. & St. L.—Wabash and T. St. L. & W. were the roads represented at meeting 25th.

I am unable to say "what started the Ball."

You are well aware that several roads, members of this Committee are also members of the Chicago Committee and they appear to be quite well aware of the conditions that prevail at both points. As you have wired the Chief Freight Traffic Officials of the St. Louis Eastbound roads they may take some action in the premises.

I showed your letter to several members this A. M. and they certainly understand the situation fully not only at St. Louis but elsewhere.

I will be glad to take such further action *as they instruct.*

Respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.
Chicago, June 28, 1901.
Please refer to file 7680

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I have yours of the 27th, and refer to your Files 3272-A and 3252.

Between the lines of your letter I think I can see the view that probably some of the members and yourself take in regard to this rate situation, and frankly say that so far as my knowledge is concerned I do not *actually* know anything about it, and seemingly the more I endeavor to find out the less I know. My first information, which to an extent was verified, came to me a week ago yesterday, that the rate on flour was 13 cents from St. Louis. At the same time I heard that as low if not lower rate prevailed from Chicago, and was anxious, (as I thought it was my duty), to see if I could not in some way aid in the maintenance of the individual statement by all the chief freight traffic officials of the eastbound roads through our gateways, that the authorized rates should be absolutely maintained.

The Chicago Committee met last Monday afternoon; there was a full attendance of the authorized parties with one exception only, and he was represented; there were representatives there also connected with the eastbound St. Louis roads, and it was stated that the rates from Chicago were being well maintained. Now if I was wrongly informed in this, certainly I am not to blame. The best information I could obtain was that it started this time either at St. Louis or at intermediate Illinois junctions, and if there was anything out of gear at Chicago the Chicago lines misrepresented it at the Monday afternoon meeting. I do not wish the St. Louis lines to feel that I have in the least attributed anything to that gateway that did not come

to me fairly well authenticated—if my information was wrong, as stated above it was not my fault.

As you have let your St. Louis Committee properly see my previous correspondence, I would thank you to have them read this letter. My regret has been that I could seemingly work up so little enthusiasm among roads directly interested in this rate situation, for with a large harvest and the chances for a demand of all equipment, it did not seem to me wise to let it drift. Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 715."

Complainant offers in evidence correspondence between the officers of the Central Freight Association, and the St. Louis East-bound Freight Committee, relative to rate on Black Plate and Iron, as follows:

(Western Union Printed Blank.)

"No. 9 A. SG. SV. 55 D. H. PAS.

Chicago, Ill., March 21, 1900.

R. M. Fraser, City.

Please place before St. Louis committee at meeting today subject of cancelling effective April first all rates less than those authorized by this association on black plate bolsters or other iron articles, we understand contracts for present rates expire March thirty-first and it is of the utmost importance that classification basis apply after said date.

J. F. Tucker. 11:40 A. M."

"Chicago, March 21, 1900.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Under even date I telegraphed you as follows:

'Please place before St. Louis Committee at meeting today subject of cancelling effective April first all rates less than those authorized by this association on black plate, bolsters or other iron articles. We understand contracts for present rates expire March thirty-first, and it is of utmost importance that classification basis apply after said date.'

Will you kindly advise as early as possible what action was taken by your committee in case it was considered. If telegram did not reach you in time to enable matter to be placed before meeting today, kindly take same up with your lines by circular letter, as these special rates on black plate, bolsters and other iron articles from East St. Louis to eastern cities should not be extended beyond March 31st, since their existence today is causing shippers at competing points to ask for corresponding reductions.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"March 23, 1900.

3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Your wire 21st, regarding rate on black plate, bolsters or other iron articles, was read at meeting yesterday and all parties were not at that time prepared to give definite answer as to whether they could withdraw the rates referred to on March 31st or on legal notice.

I am today advised by one of the members, that they are not prepared to cancel their tariff on the articles referred to at present and I will notify the other members of their decision.

Respectfully,

Chairman."

"ST. LOUIS EAST-BOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 24, 1900.
File 3280.

To the members of the Freight Committee:

Gentlemen:—At the close of the meeting 21st inst., the following telegram from Chairman Tucker was read:

'Please place before St. Louis Committee, at meeting today, subject of cancelling effective April first all rates less than those authorized by this Association on black plate, bolsters or other iron articles, we understand contracts for present rates expire March thirty-first and it is of the utmost importance that classification basis apply after said date.'

All parties not being prepared to give definite answer, as to whether they could withdraw the rates referred to, on March 31st or on legal notice, they agreed to advise later, their conclusions.

This is to inform you, that I am advised by *two* of the members that they are not prepared to cancel their Tariff on the articles referred to at present and I have answered Chairman Tucker accordingly.

Respectfully,

R. M. Fraser, Chairman."

"Chicago, Ill., March 24, 1900.
Fire 6473.

Mr. R. M. Fraser Chairman St. Louis E. B. Frt. Committee St. Louis, Mo.

Dear Sir:—Referring to your letter of the 23rd instant, file 3280, regarding the cancellation of unauthorized rates on black plate, bolsters and other iron articles from East St. Louis to eastern cities.

Please telegraph me upon receipt hereof what road it is that cannot cancel the tariff on articles referred to. This

office should know just the exact condition of this matter in detail so as to act accordingly.

Yours very truly,

(Signed) J. F .Tucker, Chairman."

(Western Union Printed Blank.)

"March 26, 1900.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Your letter twenty-fourth, file sixty-four seventy-three Wabash and Chicago and Alton.

R. M. Fraser."

"Chicago, Ill., July 19, 1900.
File F-336.

Mr R. M. Fraser, Chairman St. Louis East-bound Committee, St. Louis, Mo.

Dear Sir:—As to the 23c rate on steel bolsters, etc., from East St. Louis to New York:

Kindly advise if it is not possible to have this unauthorized rate on these articles from East St. Louis withdrawn. Present it to your Committee, please, and ascertain what stands in the way of the withdrawal of this rate, for the chances are it will cause the loss of much revenue unnecessarily unless withdrawn. Are there contracts by any roads from East St. Louis? If so, by what roads and when do they expire? Please give me the whole detail so we will know what we will have to encounter in this matter.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"July 30, 1900.
3280

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 19th, F-336. At meeting of 27th inst. your letter was read and after due consideration it was:

Resolved, that the roll be called to ascertain which roads have contracts for the transportation of steel bolsters and enameling or black plate and whether the contracts can be cancelled at once, if not when they will expire.

The roll being called all representatives present, except one, stated that there was no contract via their line. The other member stated his line had a contract on enameling or black plate, good until April 1st, 1901, which could not be cancelled but he could not say whether they had any contracts for the transportation of steel bolsters, but would investigate and advise.

I will advise you regarding contract of bolsters as soon as I receive the information.

Yours respectfully,

Chairman."

Chicago, Ill., August 2, 1900.
File F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St Louis, Mo.

Dear Sir:—I am in receipt of your favor of July 30th, your File 3280. It does not occur to me there need be anything confidential in this matter, as it seems well understood there are contracts there. The point is to arrive at just what those contracts are and the date of their expiration. I do not know as it is necessary to state the roads that have the contracts, though possibly it might be best to do so; therefore, please advise what the exact nature of the contracts is, what traffic they cover and when they expire.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Sept. 6, 1900.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring to your letter Aug. 2nd file F-336

and previous correspondence regarding rates on enameling plate and steel bolsters.

This is to advise that subject was again considered at meeting today and laid on the table.

In connection with above will say that in addition to advice contained in my letter of July 30th, the final answer received from the road (Wabash) having reported contract on the enameling and black plate up to April 1st, 1901, is, that "the commodity (steel bolsters) is fully covered by Tariff we cannot cancel at present."

One of the other members (C. & A.) who stated at meeting July 27th, that there were no contracts via his line, reported later that he could not agree to an advance in rates on this traffic, further stating, "that on account of arrangements in effect, his line could not agree to any advance at present, but at expiration of the current year we doubtless will be in a position to agree to an advance.

Respectfully,

Chairman."

Chicago, Sept. 14, 1900.

F-336.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 6th instant, file 3280, regarding rates on enameling plates and steel bolsters.

This subject was yesterday considered by the Central Freight Association and the following recommendation unanimously concurred in:

'Recommended: That all roads at once cancel all unauthorized tariffs or arrangements of any kind on this traffic. If there are any contracts which prevent this the St. Louis Committee is hereby requested to at its next meeting develop exactly, both specifically and in detail,

their nature, with whom the road or roads obligated, and the term of their continuance, and communicate the same to the Chairman of the Central Freight Association, and that each road here states that they will not enter into any new arrangement or extend the continuance of any present arrangement that may exist.'

Will you kindly take such action as the recommendation requires and advise this office in detail of the result.

Yours very truly,

(Signed.) J. F Tucker, Chairman."

"Sept. 22, 1900.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 14th, file F-336. As requested your letter was submitted at meeting 21st and after a general discussion regarding the traffic, it was:

Resolved ,that the subject be tabled as Mr. Tucker has been given all the information that can be obtained from the lines interested.

Respectfully,

Chairman."

Chicago, Ill., Sept. 24, 1900.
F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of yours of the 22nd, your 3280.

Tabling this subject does not end it. What objection is there to polling the St. Louis east-bound lines and asking them just what arrangements they have so as to endeavor, if possible, to get back to reasonable maintained rates on this traffic and thus prevent reductions on the same or similar traffic from other localities. Any bona fide arrangements of course must be carried out, but it occurs to me it

is very wise to have all lines say they will not continue them after they have expired and to let competitors know when they do expire so that we may be pulling together and not apart.

Kindly read this letter at your next meeting and advise me the result.

Yours very truly
(Signed) J. F. Tucker, Chairman."

"Oct. 16, 1900.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours Sept. 24th, file F-336 was read at meeting 12th inst., with result shown in proceedings of the 12th, page 4, copy attached.

Respectfully,
Chairman."

"Chicago, Ill., November 19, 1900.
F-336.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Referring to your file 3280, relative to rates on enameling plates, black plate and steel bolsters from East St. Louis to western terminal and points east thereof.

This subject was again considered by the Central Freight Association at meeting on the 15th instant, and the Wabash R. R. stated that the rates on enameling plates or black plate as published by that company could not be cancelled before April 1, 1901, but that company will withdraw the special rates on steel bolsters just as soon as other roads are ready to do so. It was therefore recommended as follows:

'Recommended: That the Chairman of the Central Freight Association take the matter up with the St. Louis Committee with a view of having all rates cancelled on

each of these commodities that can be abrogated January 1st ensuing, and that such rates as must be continued under the arrangements now in effect on enameling or black plate, be cancelled April 1, 1901, no new contracts to be made in the meantime.'

Will you kindly again place this matter before your Committee, and have action taken in line with the recommendation mentioned. It is earnestly hoped that the St. Louis Commitee will see the great necessity which other lines in this territory have in bringing about the cancellation of these rates and act acordingly.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Nov. 24, 1900.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill

Dear Sir:—Yours 19th, File F-336 was read at meeting of the Committee yesterday, and it was:

'Resolved, that all roads, members of this Committee individually advise, that effective Jan. 1st, 1901, they will cancel all commodity rates now in effect on steel bolsters, C. L., East St. Louis to Western Termini and Trunk Line Territory.'

I was instructed to inform you that action regarding the rate on enameling or black plate will be taken at the proper time.

Respectfully, Chairman."

"Chicago, Ill., November 27, 1900.
File F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I have yours of the 24th, your 3280. Am glad to know that the St. Louis Committee will cancel all commodity rates on steel bolsters January 1st. Now please

do not forget abount the enameling or black plate—let's clean that up as soon as we can.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"St. Louis East-bound Freight Committee.

Office of the Chairman, 404-406 Union Station

St. Louis, Mo., Dec. 20, 1900.

File 3280.

To the Members of the Freight Committee:

Gentlemen:—Please mail this office two copies of Tariff or Amendment which cancels, effective Jan. 1st, 1901, commodity rates on steel bolsters, in carloads, East St. Louis to Western Termini of Trunk Lines and points east thereof, as per resolutions adopted at meeting Nov. 23rd, 1900, as follows:

'Resolved, that all roads, members of this Committee individually advise, that effective January 1st, 1901, they will cancel all commodity rates now in effect on steel bolsters, C. L., East St. Louis to Western Termini and Trunk Line territory.'

Yours truly,

R. M. Fraser, Chairman."

(Western Union Printed Blank.)

"14 A AY SD 18 D. H.

Chicago Ill. Jan. 12.

R. M. Fraser:—Please see Wabash tariff twenty three nine twenty one amendment nine effect fourteenth restoring rate on steel bolsters.

J. F. Tucker. 1124 A. M.

"Jan. 15th, 1901.

3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Your wire 12th, as follows:

'Please see Wabash Tariff twenty three nine twenty one, Amendment nine, effective 14th, restoring rate on steel bolsters.

I also have letter 12th, from D. F. A., T. St. L. & W. R. R. as follows:

'Referring to your Circular Letter of Dec. 20th File 3280, and Memo., of the 5th inst., asking for the decision of this Company regarding cancellation of all Commodity Rates now in effect on steel bolsters, C. L., E. St. Louis to Western Termini and Trunk Line Territory beg to advise matter was referred to Mr. C. D Whitney, G. T M., who now states to us he is not in a position, at present, to cancel our tariffs on this commodity, owing to contracts being taken based on our published tariff.'

This is in line with statement made by A. G. F. A. Cook in your office 9th or 10th.

The correspondence was read at special meeting today and it was:

Resolved, that the subject be laid on the table.

Respectfully,

Chairman."

Chicago, Ill., January 16, 1901.

F-336.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee, St Louis, Mo.

Dear Sir:—Referring to your favor of the 15th instant, file 3280, relative to rates on steel bolsters from East St. Louis to Eastern cities.

We understand the Clover Leaf will not withdraw commodity rates on steel bolsters until rates on enameling and black plate are also cancelled, and this we understand will be April 1st. As the subject of cancelling rates on enameling or black plate is to be taken up by your committee in the near future, it seems to me that the best way would

be to also incorporate the cancellation of the steel bolster rates on same date. These special rates on enameling or black plate and steel bolsters should be withdrawn, as to continue them would seem to mean corresponding reductions from competitive territory in the east, which has been avoided up to this time.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Feb. 4, 1901.
3280.

Mr J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—In reply to your letter of the 16th inst., file F-336, rates on steel bolsters.

This is to advise that your letter was considered at meeting 1st inst. and that the following action was taken:

'Resolved, that when the subject of cancellation of rates on enameling or black plate is considered, that we also consider the subject of cancelling the rates on steel bolsters. (See Proceedings Nov. 23rd, 1900.)

This for your information.

Yours truly,

Chairman."

"Chicago, Ill., February 13, 1901.
F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Won't you kindly take steps through your Committee to have the unauthorized rate on enameling plate and steel bolsters from East St. Louis abrogated. My suggestion is that you get the members of the St. Louis Committee to agree to withdraw it on a certain date, subject to the approval of the Clover Leaf, and then ask them to agree to it. Already the rate has reached Chicago and one of the roads has put in a 20c rate from here.

It does seem to me under the conditions that such rates as this should be abrogated, not being able to conjure up any reason why they should be continued.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Feb. 19, 1901.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 13th, file F-336 was read at Conference Meeting today and it was suggested that if you can arrange matters with the T. St. L. & W. there will be no trouble in having this Committee give the subject prompt attention.

Please see my letter Jan. 15th, for copy of latest communication from T. St. L. & W. regarding this traffic.

Respectfully,

Chairman."

"Chicago, Ill., March 16, 1901.
F-336.

Mr. R. M. Fraser, Chairman St. Louis E. B. Frt. Committee St. Louis, Mo.

Dear Sir:—Referring to your file 3280, subject of rates on steel bolsters, enameling and black plate, from East St. Louis to Western Termini and east

This subject was further considered by Central Freight Association at meeting of the 14th instant and it was recommended that this office again take up with the roads members of the St. Louis Committee the question of abrogating on or about April 1st the special rates published therefrom on steel bolsters, enameling and black plate, the understanding being that simultaneous with the cancellation of the special rates from East St. Louis, the rates which have been established from other C F. A. points on the same

commodities will be withdrawn. Will you therefore kindly obtain as promptly as possible from the authorized representatives of the roads members of your committee, and non-members also, full assurances that the unauthorized rates on steel bolsters, enameling and black plates from E. St. Louis to western termini and points east thereof will be cancelled April 1st next, which I understand is the earliest date these special rates can be taken out. By handling the matter promptly and advising this office of the result, you will greatly oblige,

Yours very truly,

(Signed) J. F. Tucker, Chairman" .

"March 22nd, 1901.

3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 16th, file F-336 was read at meeting today and after due consideration, it was:

'Resolved, that this subject be referred back to Chairman Tucker, stating that as the T. St. L. & W. R. R. are not members of this committee, if he will take the subject up with the Traffic Officer of that road and get assurance from him as to the date on which the rates referred to on Steel Bolsters, Enameling or Black Plate will be cancelled and the authorized rates made effective, the matter will be given prompt attention by this Committee.'

The above resolution is in line with what was stated in my letter Feb. 19th, and was the result of action taken by the Traffic Manager, T. St. L. & W. R. R. as shown in my letter Jan. 15th.

Hoping you will arrange matters with the T. St. L. & W. R. R., and awaiting your advice to that effect, I am,

Yours respectfully,

Chairman."

"Chicago, Ill., March 25, 1901.
F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your letter of March 22nd, your file 3280:

Will you kindly poll the St. Louis Committee and ascertain if they will cancel all unauthorized rates on steel bolsters, also on enameling and black plate, from East St. Louis to the western termini of the Trunk Lines and points east thereof, April 15th, provided the Clover Leaf will do so. Failing in this, please advise me what lines have these contracts and when they expire. I would like to get at the exact facts in this case so as to handle it understandingly.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"March 26, 1901.
3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 25th, F-336, was read at special meeting today and I regret the necessity of informing you that the members of the Committee positively decline to take any further action on the subject until the terms of the resolution of March 22nd are complied with.

I am also unable to inform you whether any of the roads have a contract for a specified time or quantity.

Respectfully
Chairman."

"Chicago, Ill., March 27, 1901.
F-336.

Mr. R. M. Fraser Chairman St. Louis Eastbound Freight Committee St. Louis Mo.

Dear Sir:—I am in receipt of yours of the 26th your file 3280.

I also regret that the St. Louis Eastbound Committee should have taken the view they did of my action. Certainly it seems to me that the continuation of those rates at East St. Louis must convince every person interested as an unnecessary loss of revenue. The rates upon which these contracts are made can hardly appeal to any intelligent transportation man as reasonable for the service performed.

My simple request was as to what lines have the contracts so that I can personally reach the chief freight traffic officials of such lines and endeavor to bring about harmony and uniform concurrence of action I had no other object in asking these details except to get at the matter understandingly for it is much easier to write, talk and act when you know the facts. I will do my level best on some other line.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

(Western Union Printed Blank.)

"58 A SGA 33 D H.

Chicago, Ill., Oct. 4th.

R. M. Fraser, 326 P. M.

Have the special unauthorized rates on enameling plates steel bolsters and black plates that we had correspondence about in the spring been called in accordance with the previous agreement of July eleventh. Answer.

J. F. Tucker."

(Western Union Printed Blank.)

J. F. Tucker, C. F. A., Monadnock Block, Chicago, Ill.

Unauthorized rates on enameling plate, etc., still in effect. Last action see proceedings March twenty-second, nineteen hundred and one.

R. M. Fraser."

"Chicago, Ill., October 5, 1901.
F-336.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your message in reply to mine of yesterday, in which you state that the unauthorized rates on enameling plate, etc., are still in effect, that last action was March 22, 1901 proceedings.

July 11th, every executive of the east-bound initial roads met at New York and agreed that authorized tariff or agreed rates should be absolutely maintained from date. It was further agreed that if there were any engagements of any kind or nature that interfered with the carrying out of this action, advices were to be sent me under personal cover. Now no engagements have been reported by any of the St. Louis roads, and it seems to me that the action of the executives has not been conformed to and that their attention should be called to it.

My understanding is that the 25c rate applies on bolsters, enameling plate and black plate, and on nothing else—is this correct? Also, please advise me what roads are using this rate—probably all of them, but let me have the facts so as to enable me to proceed understandingly.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., October 5, 1901.
F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—In accordance with the understanding of the Presidents at their meeting in New York July 11th, please have your Committee agree to withdraw the unauthorized tariff on enameling plate, black plate or bolsters, or any other traffic, the rates on which are not in accordance with

authorized tariff or agreed rates, making the dates of the cancellation effective November 15th. Kindly advise.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., October 9, 1901.

F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—You have not yet answered my letter in relation to whether the St. Louis roads would cancel the tariff on steel bolsters, enameling plate and black plate November 15th. I wish you would have some action taken on this at the earliest possible moment, and thus oblige,

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Oct. 11, 1901.

3280.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 9th, file F-336.

Your two letters, 5th, file F-336, regarding rates on steel bolsters, enameling and black plate, were read at meeting 8th, and after due consideration of the subject, it was:

Resolved, that it is the sense of this Committee that rates now in effect cannot be withdrawn.

Respectfully,

Chairman."

"Chicago, Ill., October 12, 1901.

F-336.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I have yours of the 11th, your File 3280, in relation to the unauthorized rates on steel bolsters, enameling and black plate.

What were the reasons given by the St. Louis Committee why this tariff cannot be cancelled? In our correspondence some six or eight months ago it was stated that there were engagements which could not then be terminated, but could be in a short time; now we are up against it as a permanent matter.

Kindly give me the reasons so I can present the matter to the Iron Committee at the next meeting.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

Oct. 22, 1901.
3280.

"Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—Yours 12th, file F-336 duly received and as I was not prepared to give any reasons why the Tariff s cannot be cancelled as stated in the resolutions adopted at meeting 11th, I presented your enquiry at meeting to-day, and I was instructed to inform you "That the Wabash is not prepared to cancel the rate on Black Plate."

Hoping that the above reply will answer your purpose, I am

Yours respectfully,

Chairman,"

"Chicago, Ill., July 30, 1902.
9331.

"Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.:

Complaint is made that the Wabash Railroad publishes rates on enameling plates and steel bolsters from E. St. Louis to Pittsburgh on basis of 23 cents per 100 lbs. E. St. Louis to New York, and I would respectfully ask if there is any understanding among the roads members of your Committee that these special rates will not apply on

business to western termini of Trunk Lines? If so, it seems that Wabash Ry. should be asked to amend its tariff.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Aug. 4, 1902.
3280.

"Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours July 30th, file 9331. It is a fact that the Wabash R. R. do publish rates on Enameling Plates and Steel bolsters, to Western Termini Points and have done so for the past two years in tariffs as follows:

23291, effective Oct. 8th, 1900, cancelled by Tariff F-23921, effective January 5th, 1901, and reinstated by tariff 23291-K, effective January 14th, 1901. Tariff No. 23921—K was superseded by No. 26513, effective January 1st, 1902, and still in effect.

In connection with the above I respectfully refer you to sundry letters on your file F-336 and particularly to your letter March 16th, 1901, and to my last letter Oct. 22nd. Proceedings issued Oct. 31st, 1902.

There is the same understanding by the Committee regarding the rates to Western Termini Points as to points east as shown by the proceedings.

If this is not a satisfactory reply, I will expect to hear from you again.

There will not be a regular meeting of the Committee until the 22nd inst. as several members expect to be absent in the meantime.

Respectfully,

Chairman."

"Chicago, Ill., Aug. 5th, 1902.
9331.

"Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—Your letter Aug. 4th, file 3280, we understand that the E. St. Louis lines apply the reduced rates on steel bolsters to the western termini of Trunk Lines and this is just the information we desire, and we are obliged to you for same.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., Dec. 19, 1902.

10077-A.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.:

Dear Sir:—The Uniform Basis of Rates Committee at meeting at this office this week considered matter of all rates on miscellaneous commodities which Central Freight Association roads desire to continue in effect on and after January 1st next, and at that time there was presented the question of cancelling the rates on enamelling plates and steel bolsters, from E. St. Louis, Ill., to western termini Trunk Lines and points east thereof. In view of the facts presented with reference to rates on enameling plates, it was decided to refer the matter to the St. Louis E. B. F. Committee for consideration and recommendation. It was admitted I believe that there was nothing to hinder the cancellation of the rates on steel bolsters, but the rates on enameling plates acccording to the facts presented cannot very well be withdrawn at this time. It was thought best, however, to have the question taken up by the St. Louis Eastbound Freight Committee for consideration and report.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Dec. 27, 1902.

3280.

"Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—Yours 19th, file 10077-A was considered at meeting 26th and I was instructed to advise you that the rate

on Enameling Plate cannot be advanced but that the subject of advancing the rate on Steel Bolsters is under consideration and you will be advised of action taken.

Yours respectfully, Chairman."

"Jan. 24, 1903.
3280.

"Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—Referring to yours Dec. 19th, file 10077-A—my reply Dec. 27th.

The subject of rates on Steel Bolsters to Trunk Line Territory was given further consideration at meeting 23rd and it was

Moved, That Chairman C. F. A. be advised that after investigation it is found that the rates on Steel Bolsters cannot be advanced.

Respectfully, Chairman."

"Chicago, Ill., January 26, 1903.
4841

"Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I notice by Proceedings No. 34 of the St. Louis Eastbound Freight Committee meeting held January 23rd it was found that the rates on steel bolsters could not be advanced. Won't you kindly advise me the reasons that actuated this statement—is it a matter of contract or what is the trouble as to the advance on this traffic?

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Jan. 29, 1905.
3280

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 26th, file 4841. It is my understanding that the action regarding Steel Bolsters, as shown in

Proceedings No. 34, Jan. 23rd was based on statement That until such time as the present special rate on Black or enameled plates can be cancelled that we cannot agree to a cancellation of the present special rating on steel bolsters."

Respectfully, Chairman."

"Chicago, Ill. January 30, 1903.
4841.

'Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis Mo.

Dear Sir:—Please refer to your letter of the 24th, instant, your file 3280, and to our correspondence in the past, in relation to the unauthorized rates in effect at St. Louis on enameling plate and bolsters:

My understanding of these rates is that the authorized one is 32 cents per 100 pounds, but that tariff rate from St. Louis is 23 cents per 100 pounds on both commodities.

The Central Committee at meeting yesterday had this matter under consideration and thought if this rate was continued it would be a menace to the general rate situation. We have advanced the bolster rates from Hammond and other originating points of the same traffic and unless this rate from St. Louis particularly on bolsters, can be advanced, it must have the effect of forcing reductions wherever this traffic is manufactured.

The Central Committee therefore instructed me to ask the St. Louis Committee to seriously consider an advance in the rates to Official Classification basis on these two commodities. Will you please have it docketed for consideration of your committee at its next meeting and give me the results thereon in full detail so that the Central Committee may be thoroughly posted as to the reasons why a continuation of this rate is forced or necessary?'

Yours very truly,

(Signed) J. F. Tucker, Chairman."

Chicago, Ill. January 31, 1903.
4841

"Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 29th, your File 3280, in reference to the unauthorized rate on bolsters and black or enameled plates:

I wrote you quite at length in regard to this matter yesterday, and will be obliged if you will give me the details of the roads that have these contracts, both on the plate and the bolsters, and what is said in regard to the matter, so that I can place it before the Central Committee in a fully detailed way. It is felt that these rates, particularly the rate on bolsters, is a menace to the general rate situation on this traffic. Yours very truly,

(Signed) J. F. Tucker, Chairman."

"5. A. S. 20 D. H. (Western Union Printed Blank).
Chicago, Ill. Feby., 17-18th, 1903.

"R. M. Fraser, St. Louis, Mo.

Please if possible answer my letter of Jany. thirty first about enamelling plate and bolsters your file thirty two eighty. J. F. Tucker,—7:31 A. M."

(Western Union Printed Blank).

"8000A. C. F. V.....20 D. H.
Chicago, Ill Feby. 17th, 1903.

R. M. Fraser, St. Louis, Mo.

Please if possible answer my letter of Jany. thirty first about enamelling plate and bolster your file thirty two eighty. J. F. Tucker,—6:10 P. M."

(Western Union Printed Blank).
St. Louis, Mo., Feb. 16, 1903.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Your wire seventeenth. Impossible answer about enamelling plate and Bolsters until action by Committee which may be on Friday next.

R. M. Fraser."

"Feb. 21, 1903.
3280.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Your letters Jan. 30th and 31st, file 4841 were read at meeting 20th, regarding rate on Steel Bolsters and Black Enamelling Plate and it was:—

Moved, That action on the subject be deferred until next meeting as all members were not represented and that Chairman C. F. A. be advised accordingly. (See Proceedings No. 37).

This for your information. Respectfully,

Chairman."

"Chicago, Ill. February 20, 1903.
4841

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Acknowledging receipt of your message of the 18th instant:

Kindly advise as early as convenient any action taken by the St. Louis Eastbound Committee on the matter of rates on enamelling plates and bolsters. Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill. February 23, 1903.
4841.

"Mr. R. M. Fraser, Chairman, St. Louis, Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Yours of the 21st, your 3280, relative to rate on steel bolsters and black enameling plate.

It seems to me some action should be taken by the St.

Louis Eastbound Freight Committee in this matter, and I earnestly urge that it be considered at the earliest possible moment. Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Feb. 28, 1903.
3280.

"Mr. J. F. Tucker. Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting 27th, your letters Jan. 30th, 31st and Feb. 20th and 23rd were read and the following was adopted.

(Your file 4841).

I move you Mr. Chairman that you reply to Mr. Tucker, that as the lines responsible for the rates in question being continued are members of the Central Committee, we suggest that it be settled in that Committee, as we can do nothing with it. Respectfully,

Chairman."

"Chicago, Ill. March 2, 1903.
4841.

"Mr. R. M. Fraser, Chairman, St. Louis, Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Yours of the 28th, your file 3280. Kindly advise what road or roads have the rate on enameling plate, and also what road or roads have in the rate on the steel bolsters. Yours very truly,

(Signed) J. F. Tucker, Chairman."

P. S. I understand,
Wabash, Enameling plate,
Clover Leaf, Bolsters.

"March 5, 1903.
"Personal. 3280.

"Mr. J. F. Tucker, Chairman, C. F. A. Chicago, Ill.

Dear Sir: Yours 2nd, file 4841. As shown in Proceed-

ings No. 31, Dec. 26th, the Wabash representatives announced that they were not prepared to cancel the rate on Enameling Plate.

In letter Jan. 20th, the T. St. L. & W. R. R. representative stated, "Uutil such time as the present special rate on Black or enameled plate be cancelled, we cannot agree to a cancellation of the present special rating on Steel Bolsters."

It is possible that all roads have the rates in effect, but am not prepared to state positively. I am under the impression that the continuance of the rates by those having them in tariffs depends on the action of the roads mentioned above.

Respectfully,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 716."

Complainant offers in evidence correspondence between the officials of the Central Freight Association, and the St. Louis Eastbound Freight Committee, with reference to re-consigning lumber from St. Louis, plain or dressed; as follows:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago Jan. 17th., 1900.

Please refer to file 6137.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—We understand that a number of East St. Louis lines are handling lumber subject to reconsignment through St. Louis, using Cairo combination.

The result is that it makes St. Louis a distributing point and reduces rates in many cases from one and two cents per

100 lbs. We are told that under this practice the eastern lines do fictitious billing and it is so handled as to prevent detection by the Inspection Bureau.

Will you not kindly place this matter before your Committee at as early a date as practicable, and advise what conclusion is reached as to abrogating the practice referred to. Please advise promptly. Yours very, truly,

(Signed) J. F. Tucker, Chairman.

Jan. 18, 1900.
3281.

"Mr. J. F. Tucker, Chairman, C. F. A. Chicago, Ill.

Dear Sir:—Yours 17th., file 6137.

I will place this subject on the docket for consideration at the next meeting of this Committee and advise result.

Permit me to suggest, that, it might help matters if you would send me the papers covering some specific cases. It would no doubt, help to straighten matters out quicker than to make a general charge without having the proof at hand.

Awaiting your reply, I remain, Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 20, 1900.
6137.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 18th. inst., file 3281, would advise that no specific instances have been brought to our attention where the practice of re-consigning lumber at East St. Louis has been indulged in, and the fact of the matter as we understand it is so carried on as to be impossible of detection by the Inspection Bureau.

We have reliable statement, however, that such is the

practice of various roads leading eastwardly from E. St. Louis. It seems to me that if the St. Louis lines are doing what is claimed the representatives located thereat who will be present at the meeting, are fully aware of the situation and any references to a particular shipment could have no great bearing. In our opinion, an earnest endeavor should be made to discontinue the re-consignnig arrangement referred to, as it will undoubtedly affect shipments through Ohio River crossings, and will result in demoralizing all local rates on the lumber traffic. Yours very truly,

(Signed) J. F. Tucker, Chairman.

March 31, 1900.
3281.

"Mr. J. F. Tucker, Chairman, C. F. A. Chicago, Ill.

Dear Sir:—Yours Jan. 20th., duly received and the subject of rates on Lumber from St. Louis was on the docket for consideration at meetings Feb. 1st. and 13th., also March 2nd. and 21st. It was finally disposed of as you will see by proceedings March 21st.

I understand from your Circular Letter, dated March 16th., regarding Executive Officers Meeting in Chicago, March 15th., consideration was given to all unauthorized rates, including lumber and all parties stated that they would demand the present authorized rates, etc.

Respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
May 28th, 1900.
6756.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—It is claimed that shipments of lumber are being brought into St. Louis and there planed and dressed

and the proportional rates from East St. Louis applied thereon to points east of the western termini of the Trunk Lines, whereas under Information 278, series A, proportional rates named therein are only to apply on shipments originating beyond.

As the planing and dressing of lumber at St. Louis makes the shipments practically local business, full local rates on basis of 6th class should be applied thereon from East St. Louis.

Will you kindly take the matter in hand and advise fully if the practice is in vogue as complained of.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

May 30th., 1900.
3281.

"Mr. J. F. Tucker, Chairman, C. F. A. Chicago, Ill.

Dear Sir:— Yours 28th, file 6756 was read yesterday at Special Meeting of the Committee and I was instructed to write you for specific information as to the roads that are carrying the traffic, along with a statement of the billing so that the subject may be considered at the next regular meeting, which will be called for Tuesday, June 5th.

Respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 1, 1900.
6756.

Mr. R. M. Fraser, Chairman, St. Louis, Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 30th ultimo, File 3281, regarding planing and dressing at St. Louis on

lumber in transit: This office has no facts except the general statement made by various shippers at Buffalo that the practices of stopping lumber in transit for substitution, dressing, etc. is in vogue at St. Louis, and they therefore petition that like practices be allowed at Buffalo. This, of course, the Buffalo lines are not in favor of granting but they have set about to investigate whether the complaint made by shippers is correct, hence my letter to you of the 28th. ultimo. It seems to me that it is possible by investigation to ascertain exactly whether or not this lumber is planed and dressed at St. Louis, for the connecting lines at St. Louis should be able to furnish the proper receipt for all shipments of lumber on which the proportional rates from East St. Louis are applied, also this receipt would show the date it arrived at St. Louis and whether or not the lumber was transferred from cars of western roads into cars of eastern roads or was forwarded through without transfer. Furthermore, information as to the date of arrival at St. Louis as compared with that of delivery to the eastern lines would be of some value. Trust you will therefore have the matter carefully considered and facts furnished me so that we may make proper reply to the Buffalo Freight Committee.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

June 8th., 1900.

3281.

Mr. J. F. Tucker, Chairman, C. F. A. Chicago. Ill.

Dear Sir:—Referring to your letter of the 28th. ult., file 5766. my letter of the 30th. and your reply June 1st. regarding rates on Planed and Dressed Lumber, East St. Louis to Western Termini and Trunk Line Territory.

This is to advise that subject was considered at meeting 5th. inst., and the following action taken.

"Resolved, That in view of Mr. Tucker not having

furnished information requested, subject be laid on the table." Yours truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.
Chicago, June 9, 1900.
6756.

Mr. R. M. Fraser, Chairman,
St. Louis E. B. Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your favor of the 8th inst., file 3281, regarding subject of dressing and planing lumber in transit at St. Louis.

I do not entirely understand why the subject was laid upon the table by your committee. As before stated, the facts are that proposition has been filed by the Buffalo shippers that they be permitted to stop lumber at that point to be planed and dressed, claiming that such is the practice at St. Louis and other points west of Buffalo. It seems that the St. Louis lines should advise definitely whether or not lumber which reaches St. Louis from points beyond is planed and dressed in transit and the proportional rates then applied to eastern cities. The laying of the matter on the table by your committee tends to give the opinion that something of this nature is being permitted at St. Louis. I would thank you, therefore, to take the matter up with the St. Louis lines and advise definitely just what they are doing.

Yours truly,
(Signed) J. F. Tucker, Chairman.

P. S.—It is not a difficult thing to ascertain if this is being done—in fact all roads know whether they are or are not permitting it.

June 11, 1900.

Mr. J. F. Tucker, Chairman, C. F. A., 3281.
Chicago, Ill.

Dear Sir: Yours 9th, file 6756. Your letters May 28th and June 1st were read and contents duly considered with the result, as shown in my letters May 30th and June 8th.

As none of the members admitted that the pracice complained of was permitted by them and as you failed to furnish proof of the charges as requested, I do not see that there is anything more for me to do in the premises.

Respectfully,

Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 717."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to rate on Packing-house Products, Green Hides, etc., as follows:

Jan. 8, 1900.
3283.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to your letter Dec. 27th, file D-646, regarding rates on Packing-house Products and Green Hides from Chicago to Dayton.

Kindly let me have reply not later than Thursday, 11th, A. M., with all the information you have at hand.

Yours truly,

Chairman.

(Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo.
22 R RF M 26 DH
Chicago Ill., Jan. 11.
R. M. Fraser.

Your letter eight file thirty two eighty three rate from

Chicago to Dayton on hides and packing-house products is twelve cents same as to Cincinnati.

J. F. Tucker.

1246 PM.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 10, 1900.

D-646.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—In reply to your favor of the 8th instant, file 3283, would advise that according to information which we have been able to obtain the lines from Chicago to Dayton will not apply higher rate than published on green hides from Chicago to Cincinnati, which will be 12 cents per 100 lbs.

It seems this will also be the rate applied from Chicago to Dayton on packing-house products, C. L.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 16, 1900.

Inf. 1864.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—Referring to your Special Notice No. 938, dated 12th instant, according to which rate of 10 cents is established on green hides, C. L., from East St. Louis to Indianapolis.

It seems to me that your committee has not acted in accordance with the rules of this Association by reducing rate which was agreed to and authorized in our Information

circulars, without first submitting application therefor to this office. The rate of 12 cents to Indianapolis was established in line with advanced rates on the same traffic to other Central Freight Association points and if same was not acceptable to the East St. Louis lines, a recommendation to have the rate changed should be made to this office and the views of Central Freight Association lines thereon awaited. You appreciate that the E. St. Louis Committee cannot be governed by any different rules than those applying to other committees without disturbing the general situation. In view of the effect which the ignoring of C. F. A. rules by such an important committee as that at East St. Louis must have on those at other points, it seems to be a very important reason why C. F. A. rules should be conformed to. The foregoing also applies to the 12-cent rate to Dayton on packing-house products, which was established without awaiting authorization by this office. It is our impression that you should cancel these rates and if rates at a variance with those now authorized in our Information Circulars are desired, application therefor should be submitted and result of views of C. F. A. lines awaited.

We do not find that the rate of 16 cents established in the same Notice on pig lead and spelter to Carnegie and the western termini of the Trunk Lines has been authorized by this Association, and application for said rates should also be submitted. Please advise.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Jan. 18, 1900.

2559, 3283, 3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 16th, Inf. No. 1864.

This Committee took action on this traffic for the reason stated in proceedings 11th and for the further reason,

that, the rate on same Traffic, Packing-house Products (which includes Green Hides), Chicago to Indianapolis is 9 cents per 100 lbs.

As regards rate to Dayton on Green Hides; that subject has been under consideration since Dec. 20th, 1899, my first letter to you that date, and there were sundry letters and telegrams passed between us, and finally your wire 11th inst, was received while the Committee was in session and action taken, as you will see by proceedings 11th instant.

Regarding rate on Pig Lead and Spelter to Carnegie and Western Termini (our Special Notice No. 938); you have evidently overlooked authority in Inf. No. 1864, page 4, covering this Traffic.

I certainly do appreciate, that, the St. Louis, as well as all other Committees, should not deviate from the Central Freight Association rules, but sometimes the members feel that, circumstances require and warrant immediate action as in the cases referred to above.

I have very serious doubt about this Committee cancelling the rates named and then submitting question for vote of Central Freight Ass'n. and trust that you will deem it advisable to make your records complete, you will take the necessary action to accomplish that result without the formal action by this Committee, which you suggest.

I will, however, submit your letter at next regular meeting of the Committee for their consideration.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 22, 1900.

Inf. 1864.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Replying to your favor of the 18th instant, your Files 2559, 3283 and 3208:

Your kindly explanation as to establishing rates on green hides to Indianapolis and Dayton is noted, and in connection therewith would state that this office has advised you as promptly as possible as to rate on green hides Chicago to Dayton. At the same time it is our impression that the East St. Louis lines should have submitted an application for the changes referred to before same were made effective.

The Committee that established the rate on green hides to Indianapolis also decided as to packing-house product rates, and the rates on hides, it was understood, were advanced above packing-house product rates to be in line with advances made to Ft. Wayne and a few other points to which commodity rates were authorized on such traffic.

Already one of the western lines has cited the individual action of the St. Louis Eastbound Freight Committee as a reason why it should not be asked to file application for authority to make corresponding rates which are less than those duly authorized by this Association's circulars.

It is the inclination on the part of the other Committees to follow the independent action of any one that renders it absolutely necessary all should be governed by the same rules. From my point of view, it would be best for you to file an application to have authorized the rates on green hides to both Indianapolis and Dayton, so that same may be made a matter of Association record, the understanding being that you will state the reason therefor.

With regard to the rates on pig lead and Spelter to the western termini, would state that we overlooked authority therefor on page 4 of Information 1864.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Feb. 14, 1900.
3283.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At a meeting of the Freight Committee, 13th inst., subject of Rates on Green Hides, C. L., East St. Louis to Zanesville, Ohio, was considered and it was

Resolved, That the roads, members of this Committee, individually recommend to the C. F. A. that they authorize a rate of 17 cents per 100 lbs. on Green Hides, C. L., Minimum Weight as per Official Class'n., East St. Louis to Zanesville, Ohio. This in view of the fact that there is now authorized a 12-cent rate, on this traffic, to Dayton.

Please have the above proposition submitted to the members of your Ass'n., advising result.

Yours truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, Feb. 15, 1900.

Subject:—Proposed Rate on Green Hides, C. L., from East St. Louis, Ill., to Zanesville, Ohio.

Advice Letter—No. E. 827.

To the General Freight Agents:

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At a meeting of the Freight Committee, 13th inst., subject of rates on Green Hides, C. L., East St. Louis to Zanesville, Ohio, was considered, and it was

"Resolved, That, the roads, members of this Committee, individually recommend to the C. F. A. that they authorize a rate of 17 cents per 100 lbs., on green hides, C. L., minimum weight as per Official Classification, East St. Louis, Ill., to Zanesville, Ohio. This is in view of the fact

that there is now authorized a 12-cent rate, on this traffic, to Dayton."

Please have the above proposition submitted to the members of your Association, advising result."

The present rate (5th class) is 21 cents per 100 lbs.

Please note on the enclosed blank your views in regard to the above rate, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 24, 1900.

E-827.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your favor of the 14th instant, your 3283 relative to establishing rate of 17 cents per 100 lbs. on hides, in carloads from East St. Louis, Ill., to Zanesville, Ohio.

The application was submitted for the views of the Central Freight Association lines, and taking into consideration the vote as recorded thereon, together with the fact that the roads from Chicago and other hide-shipping points are today holding full 5th class rates into Zanesville, the application will be declined. The 5th class rate of 21 cents per 100 lbs. to Zanesville is in line with rate of 16½ cents per 100 lbs. from Chicago, Peoria and other points, and it seems beyond question that East St. Louis should not be granted the 6th class rate to Zanesville unless some relief is given to Chicago roads. The rate to Dayton can hardly be used as an argument in applying rate to Zanesville, as the Chicago and Ohio River Committee rates have been in numerous instances ignored, it being found impossible to have

them advanced and it being considered not wise to reduce rates to other points because of the existence of the Chicago and Ohio River Committee's Commodity rates.

I feel that the approval of this application to Zanesville would be a wedge for establishing 6th class rates to Cleveland, Pittsburg and other points to which shipments are made in greater quantities than to Zanesville from the West. Another feature is that recently Marietta has been considered intermediate to Zanesville via some routes, and the publication of the 17 cent rate to Zanesville would mean that the lines through Marietta could use the same rate which would surely interfere with the maintenance of the present rates to all Trunk Line western termini, Pittsburg and south, as well as West Virginia points.

My impression is that the bearing which the approval of this rate would have on other rates justifies the declination thereof.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, Feb. 26, 1900.

Subject—Disposition of proposed rate on Green Hides, C. L., from East St. Louis, Ill., to Zanesville, Ohio.

Advice Letter—No. E. 865.

To the General Freight Agents,

Gentlemen: Referring to advice letter No. E-827, dated February 15th, 1900, application for rate of 17 cents per 100 lbs., on green hides, C. L., from East St. Louis, Ill., to Zanesville, Ohio.

After further investigation, roads interested individually advise that it has been decided not to make effective the rate mentioned above.

Yours very truly,
J. F. Tucker, Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 4, 1900.
File 3283.

To the Members of the Freight Committee,

Gentlemen: I am to-day in receipt of the following letter from a member of this Committee:

"Referring to application of the B. & O. S. W., for rate of 17 cents per 100 on Green Hides from East St. Louis to Zanesville as compared with rate of 12 cents from Dayton, I think this matter was voted down by the Central Freight Ass'n. We desire to renew our application and would ask that same be submitted to vote of the St. Louis Lines and if possible get it to Mr. Tucker before the meeting next week."

This subject was considered at meeting Feb. 13, 1900, (see proceedings) and recommendation forwarded to Central Freight Ass'n., same being submitted for vote by that Association in their Advice Letter E-827, Feb. 15, 1900. The recommendation was declined as per C. F. A., Advice Letter E-865, Feb. 26, 1900.

Please let me have your vote on the above proposition at your earliest convenience; so as to enable me, if vote is in the affirmative, to forward the recommendation to the Central Freight Ass'n. in time to be considered at their meeting to be held next week, viz.: April 11th and 12th.

Yours respectfully,
R. M. Fraser, Chairman.

April 7, 1900.
3283.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to the attached letter addressed to the members of this Committee, regarding rates on Green Hides, East St. Louis to Zanesville Ohio.

The vote on this proposition resulted in a majority of the interested lines voting in the affirmative. Will you therefore have my letter of Feb. 14th, your Advice Letter E-827 Feb. 15th reconsidered at your meeting called for next week, greatly obliging, Yours truly,

Chairman.

P. S.—Received your call for the C. F. A. meeting yesterday and note that this subject has been docketed for consideration.

(Western Union Telegraph Company.)

20 A Sg V 18 DH 1213 p

Received at Union Station, St. Louis, Mo.

Chicago, Ill., 3/15/01.

R M Fraser St. L

Please advise current rates in effect on Green Hides E. St. Louis to Dayton, O. File 7861.

J. F. Tucker.

D. H. Answer to D. H.

St. Louis, Mo., March 15, 1901.

J. F. Tucker,

Central Freight Ass'n., Monadnock Block,

Chicago, Ill.

Your wire. Rates on Green Hides to Dayton twelve cents. See this Committee proceedings January eleventh, nineteen hundred and Special Notice ten twenty.

R. M. Fraser.

Above exhibit is marked " Complainant's Exhibit Fraser No. 718."

Complainant offers in evidence correspondence between officials of the Central Freight Association, and the St. Louis Eastbound Freight Committee, with reference to switching charges at St. Louis, and absorption thereof by St. Louis Lines, etc., as follows:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 19, 1900.

6881.

Mr. R M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I received a communication from a member of this Association stating that they had been asked by several East St. Louis lines to absorb the Wabash switching charges on shipments from Central Freight Association points destined to St. Louis. I wrote General Freight Agent Knight of the Wabash road under date of the 15th in relation to this matter, and under date of the 16th he answers that it has been the practice of the Wabash Railroad Company for the past six or seven years to absorb St. Louis switching within certain switching limits; that

* * * "The subject is thoroughly understood, I believe, by all lines entering East St. Louis, as it is a matter of record in detail in Mr. Fraser's office."

He also sends me a copy of list of their tracks and switching charges, Wabash No. 16,504, effective January 1, 1898.

I cannot understand this matter. We name rates only to East St. Louis, as I understand it, and the bridge tolls and any St. Louis charges would be in excess of these rates and not absorbed out of them; nor can I find that there has been any application for or authorization of the absorption of these charges by the Association.

Won't you kindly write me fully in detail in regard to this matter, for unless other roads reach these switching tracks or industries and thereby force absorption to equalize, cannot see why it should not be added instead of deducted from the rate.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

June 21, 1900.

Mr. J. F. Tucker, Chairman, C. F. A., 3321.
Chicago, Ill.

Dear Sir: Yours 19th, File 6881. The statement of G. F. A. Knight referred to by you is correct, as you will see by attached copy of Circular Letter, May 25th, 1899, to the members, also copy of letters May 12th and 18th, 1899, signed P. W. Coyle.

If any further information is desired, I will expect to hear from you again. Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 23, 1900.

Mr. R. M. Fraser, 6881.
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of your favor of the 21st, your File 3321.

I cannot find any record in this Association of the authorization of the absorption of these switching charges of the Wabash Road at St. Louis.

Appreciating that the Wabash Road charges outside roads a certain switching charge for delivery to industries on their track, to which industries they deliver free, these outside lines must equalize, but not knowing the situation please have the matter referred to your Committee and if these charges should be absorbed from the through rate have application made. It seems to me to be somewhat complicated from the fact that the rates are named only to and from East St. Louis.

How about reaching industries on tracks other than the Wabash Road at St. Louis—are these switching charges

absorbed or added to the rates? Kindly advise after your meeting.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, July 3, 1900.

Mr. R. M. Fraser, 6881.
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I notice at the recent meeting of the St Louis Committee the matter of absorption of switching to and from industries located on the Wabash Road was considered. This question came up by one of the members of this Association stating that they

"Had been asked by several of the St. Louis Lines to assist in absorbing Wabash switching charges on shipments from points on our road destined to St. Louis, the same being rated to East St. Louis. They argue that the Wabash Road makes St. Louis delivery and in order for them to compete with the Wabash it is necessary for their switching to be absorbed and ask us to participate on a revenue basis." and asked if it was proper for the Central Freight Association lines to participate in such switching. As Chairman of the Association, I could not answer this question, and therefore took up the correspondence through you. It was simply to find out the necessities at St. Louis that existed—I imagine they are the same as exist at Chicago, but the Chicago Lines have a Switching Tariff which is authorized by the Association. To certain common ground the switching is authorized to be absorbed to what might be termed neutral ground, i. e., where no eastern line can reach, the switching is added to the rate. Now, that was my only ob-

ject, and it seems to me this office should be informed just exactly the situation so that whatever is necessary to be done in this matter should be authorized by the Association, so that all interested may fully understand it.

I will docket the matter for consideration at the September meeting. Yours very truly,

(Signed) J. F. Tucker, Chairman.

July 3, 1900.

Mr. J. F. Tucker, Chairman, C. F. A., 3321.
Chicago, Ill.

Dear Sir: In reply to your letter of June 23rd, file 6881, regarding the absorption of Switching Charges of the Wabash R. R. at St. Louis, etc.

This is to advise, that the subject was considered at meetng of the 29th ult. and following action taken:

Resolved, That, as the individual roads, members of this Committee, thoroughly understand the situation and it being purely a local matter, which the St. Louis Eastbound Freight Committee is capable of taking care of, no further action is necessary and the chairman advise Mr. Tucker to that effect. Yours truly, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, July 5, 1900.

Mr. R. M. Fraser, 6881.
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I have yours of the 3rd, your 3321. I wrote you in relation to this matter Tuesday—our letters crossed.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 10, 1900.

Mr. R. M. Fraser, 7201.

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Kindly refer to page 3 of your proceedings of September 6th. I think it would be well to have this switching charge to and from Industries located on the tracks of the St. L. K. & N. W. R. R. a matter of approval by this Association and concurred in by the Trunk Lines. Will you kindly advise what Industries are on those tracks, what the switching charges are and whether such switching charges go in their entirety in the treasury of the railroads performing the service. This seems to me to be quite important.

Also kindly refer to page 5 of the proceedings of September 6th. These reductions in rates and adding to the minimum weight is making trouble. Many of the lines have not large cars, and with some of them having cars as long as 50 feet, they can get almost any minimum in. I think we should conform our minimums to what a 34 ft. car will contain.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Note.—Received amdt. No. 16 to St. Louis S. Rates 8/1/1900 which included all changes up to date.

Sept. 11, 1900.

Mr. J. F. Tucker, Chairman, C. F.A. 3321.

Chicago, Ill.

Dear Sir: Yours 10th, file 7201. I give below a list of industries on the St. L. K. & N. W. R. R. as printed in Tariff of Local Freight Agents Switching Rates, dated April 1st, 1898, and corrected by Amendment No. 16 issued Aug. 1st, 1900.

St. L. K. & N. W. R. R.

Switching Rates.

Between Switches in yards named below and connections as shown:		St. L. M. Brdg. Ter. Ry. Co.	St. L. Trf. Ry. Co.	Wabash R. R. Co.
Name of Place or Ry.	Location.			
Burlington Elevators, East Grand Ave.....				
Fulton Iron Works, Waddingham & Carr Sts.				
McEwing & Thomas, East Grand Ave.....				
Reardon Glue Works, Bremen Ave.....				
Rogers Elevator, Bremen Ave.....				
S. P. Shotter & Co., 2nd & Tyler Sts.....				
St. L. Union Stock Yards, Bremen Ave.		$1.00	$1.00	$1.00
St. Louis Water Works, Grand Ave.....				
Burlington Incline, North St. Louis.....				
Pittsburg Plate Glass Co.,	Mullanphy & Main Sts.....			
Federal Chemical Co., Branch St.				
Gulf Co., North St. Louis				
St. Louis Car Co., Baden, Mo.		$6.00	$6.00	$6.00
Monorch Rubber Co., Baden, Mo.....				

I am unable to ascertain that all of the charge for Switching is not retained by the St. L. K. & N. W. R. R. The distance from Eads Bridge to Prospect Hill (the Station near Car Works) is 8 miles.

I attach a map of the St. Louis Keokuk & NorthWestern Railroad at St. Louis that may be of some interest in connection with this subject.

Respectfully,

Chairman.

Sept. 14, 1900.

3321.

PERSONAL.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Referring to conversation yesterday regarding absorption of Wabash R. R. Switching in St. Louis and your request that I send you a Wabash Tariff.

By reference to your letter June 19th, 1900, file 6881 you

will see that there is in your possession Wabash Tariff No. 16504, effective, Jan. 1st, 1898, and with my reply June 21st, I sent you a copy of Circular Letter May 25th, with copy of letters from A. G. F. A. Coyle, May 12th, 18th, 1899.

If you cannot locate the papers I will get you another copy. I have nothing later on the subject.

Respectfully,

Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, March 25, 1902.
File 3321.

To the Freight Committee,

Gentlemen: At a meeting to-day, inquiry was made as to whether any of the roads were paying switching on Beer from Anheuser-Busch Brewing Ass'n, destined to Washington, D. C., the result being the adoption of the following:

Whereas, It having been developed that some of the lines, members of this Committee, have been paying the Iron Mountain and Manufacturers Ry., switching on shipments of Beer from Anheuser-Busch Brewing Ass'n., destined to Washington, D. C., be it,

Resolved, That, effective this date, the payment of this switching will be discontinued.

Respectfully,

R. M. Fraser, Chairman.

N. B.—Copies (2) sent to resident members only.

Above exhibit is marked "Complainant's Exhibit Fraser No. 719."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St.

Louis Eastbound Freight Committee, with reference to rates on beer from St. Louis, as follows:

"Oct. 31, 1903.
3324.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: At meeting 30th, the subject of weights on Beer from East St. Louis was under consideration and it was:

Moved, That the Chairman report to Chairman, C. F. A. that the Anheuser-Busch Brewing Ass'n decline to pay freight charges, on Beer, in glass, packed in wood, assessed on average estimated weights as provided for by the Chief Inspector, on the grounds that shipments from Milwaukee are handled at weights provided for in the Western Class'n and that demanding freight charges on basis of average estimated weights, as provided for by the Chief Inspector being a discrimination against Breweries located at other points than Milwaukee, it is desirous that the matter be rectified by either advancing weights charged from Milwaukee to C. F. A. Points or a reduction in those used to other points.

Please give this matter immediate attention, advising conclusions. Respectfully,

Chairman."

Copy.

JOINT RATE INSPECTION BUREAU.

Chicago, November 3, 1903.

Mr. J. F. Tucker, Chairman Central Freight Association, Chicago, Ill.

Dear Sir: I have your favor of the 2nd instant touching action taken by the St. Louis Eastbound Freight Committee in regard to weights on shipments of beer made by the Anheuser-Busch Brewing Company, and in response thereto desire to say that in April, 1901, I made arrange-

ments with this firm for the acceptance of certain weights on their bottled beer. These weights were arrived at by weighing a large number of shipments and are fair averages. They have been in effect until recently, when the Traffic Manager of the above-mentioned firm departed therefrom and commenced using the weights shown in the Western Classification, which weights are very much less than those obtained in the tests of the Anheuser-Busch packages. In justification of this it was claimed that the Milwaukee and other breweries were using the Western Classification weights, but it was shown that at Cincinnati, which was one of the specific points mentioned, we were weighing shipments and assessing charges on basis of actual weights. At Milwaukee the packages are lighter than those of East St. Louis, being closely approximate to the Western Classification weights. This feature, however, is ignored, and the claim is advanced that the Milwaukee breweries are underbilling by the use of these weights, for which claim there is absolutely no foundation.

Yours very truly,
(Signed) Paul P. Rainer, Chf. Inspr."

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, November 4, 1903.
Please refer to file 11186.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Replying to your letter of October 31st, File 3324: Upon its receipt I wrote Chief Inspector Rainer, and enclosed find copy of his reply.

Please have this matter again docketed for consideration by your Committee. Seemingly to me it is not wise to permit shippers to say what weights or rates shall be paid;

but if there is any injustice or discrimination it should be promptly corrected, and in this case, so far as the Chief Inspector states, there is no discrimination.

Yours very truly,
J. F. Tucker, Chairman."

Enclosure.

"CENTRAL FREIGHT ASSOCIATION,
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, Nov. 9, 1903.
Please refer to File 11,186.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Kindly refer to Proceedings No. 65 of the St. Louis Eastbound Freight Committee meeting held November 6th, page 2, also to your letter of November 7th, File 3324, in relation to weights on beer from East St. Louis to Central Freight Association points.

It was claimed that the Anheuser-Busch Brewing Company would not carry out the inspector's instructions on account of what they claim was being done at Milwaukee. Now we showed proof that it was not being done at Milwaukee, and I presume the complaint of the Anheuser-Busch Brewing Company will be withdrawn. At any rate, will the estimated weights as fixed by the inspector be observed at St. Louis?

Tabling a subject does not oftentimes settle it. Kindly advise.

Yours very truly,
J. F. Tucker, Chairman."

"Nov. 10, 1903.
Mr. J. F. Tucker, Chairman C. F A. 3324.
Chicago, Ill.

Dear Sir: Yours 9th, file 11,126. The subject was

tabled because all parties were satisfied with the proof that the Anheuser-Busch Brewing Ass'n. were not being discriminated against and that the authorized weights would be enforced. Respectfuly,

Chairman."

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 11, 1903.

Please refer to File 11,126.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: I am in receipt of your letter of the 10th, File 3324, which is self-explanatory, and for which I am obliged.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 720."

Complainant offers in evidence Joint Letter from R. M. Fraser to the St Louis Eastbound Freight Committee, dated March 11, 1902, with reference to agreement as to Proportional Rates, as follows:

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 11, 1902.

To the Freight Committee, File 3326.

Gentlemen: At meeting 4th inst., the following resolution was unanimously adopted:

Resolved, That no Proportional Rates shall be used local-

ly on traffic from St. Louis or East St. Louis, except when authorized by the Central Committee or the Central Freight Ass'n. and that the application of Proportional Rates be restricted to traffic from the Territories from which they are to apply as per C. F. A. Authorities.

At meeting to-day attention was called to the above resolution in connection with rates on Wool, and it was:

Resolved, That the Chairman be instructed to address a letter to interested lines calling their attention to apparent misunderstanding as to the application of Wool Rates, and request that they instruct Fast Freight Line Agents, Commercial and General Agents in accordance with the understanding reached in this Committee, viz.: that on Wool, Commodity basis, as well as Class basis, the requirements of the Official Class'n. be strictly adhered to.

See Official Class'n. for basis of rates on Wool minimum 10,000 lbs., cars not exceeding 36 ft. in length, Rule 5-C not to apply.

See Special Notice No. 956 for rates on Wool Shipments originating at St. Louis or E. St. Louis, minimum C. L., 20,000 lbs., *Rule 5-C not to apply.*

See Special Notice No. 955 for Proportional Rates on Wool Shipments originating at Western Points named thereon.

Respectfully,
R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 721."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to rates on Zinc Ore to C. F. A. territory, as follows:

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 9, 1904.

Please refer to File 11784.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Please refer to Proceedings No. 91, St. Louis Eastbound Freight Committee meeting June 17, 1904.

The last subject considered was that of rates on zinc ore from East St. Louis to Central Freight Association territory, and it was decided that where specific rates are not authorized on zinc ore to western termini and other Central Freight Association points, the rates in effect on pig lead and spelter will apply.

Will you kindly advise me if it is understood as unnecessary to have said action submitted to and approved by Central Freight Association lines through this office before being made effective? The Inspection Bureau cannot, of course, recognize as final any action of the St. Louis Committee, nor has your committee, under the Central Freight Association rules, power to establish any rates without first having them approved by the Central Freight Association.

Kindly advise.

Yours very truly,

J. F. Tucker, Chairman."

"July 11th, 1904.

3329.

Mr. J. F. Tucker, Chairman, C. F. Ass'n, Chicago, Ill.

Dear Sir: Yours 9th file 11784. It is my understanding that the Committee did not deem it necessary to ask C. F. A. to authorize the application of the Manufactured Article rate on shipments of the Crude Material, possibly for the reason that it would not be consistent to charge a

higher rate on the Crude Article of less value as shown below.

According to the notations in the morning paper, the price at Joplin, Mo., past week was: Zinc Ore $36.00, $37.00 and Lead Ore, $53.00 ton. Market quotation St. Louis 11th, on Lead $4.12½ to $4.15 and Spelter $4.75 for cwt.

If this personal explanation is not satisfactory, advise me not later than early mail 13th, and I will put subject on the docket issued 14th, a. m.

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, July 12, 1904.

Please refer to File 11784.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: In reply to your favor of the 11th inst., file 3329, would state that as zinc ore is an entirely different commodity from pig lead and spelter this office does not consider it proper for the East St. Louis lines to apply thereon the pig lead and spelter rates, notwithstanding the former is the crude material and of less value than the latter mentioned articles. We respectfully ask that you arrange to present an application to this office for the use of pig lead and spelter rates on zinc ore in case you desire to continue that basis.

Yours very truly,

J. F. Tucker, Chairman."

"July 20, 1904.

3329.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 9th and 12th, file 11784 were read at meeting 19th and it was:

Recommended, to the C. F. A., that where specific rates are not authorized on Lead or Zinc Ore to Western Termini and other C. F. A. Points, that the rates in effect on Pig Lead and Spelter shall apply.

Please advise disposition without delay and oblige,

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION,

Eighth Floor Monadnock Block.

Chicago, July 23, 1904.

Subject—Proposed rates on lead and zinc ore, C. L., from East St. Louis, Ill., to various points.

Advice Letter No. J. 819.

To the General Freight Agents,

Gentlemen: The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Frt. Committee:

"At a meeting of the St. Louis Eastbound Freight Committee on the 19th inst., the following was adopted:

Recommended, To the Central Freight Association that where specific rates are not authorized on lead or zinc ore to the western termini of the Trunk Lines and other C. F. A. points, that the rates in effect on pig lead and spelter shall apply.

The effect of this is to authorize the application of the manufactured article rate, on shipments of the crude material, to which there can be no objections for the reason that it is not consistent to charge a higher rate on the crude article of less value as shown below:

According to notations in the morning paper the price at Joplin, Mo., for the first week of July was: Zinc ore $36.00-$37.00 and lead ore $53.00 per ton. Market quotation St. Louis July 11th on lead $4.12½ to $4.15, and spelter $4.75 per cwt.

Please advise disposition without delay."

The present rates are as follows: On lead ore, as per Inf. 5137 to the western termini on basis 20½ cents E. St. Louis to New York, and on zinc ore, as per Inf. 3919, E. St. Louis to various points. On pig lead and spelter, as per Inf. 3919, E. St. Louis to various points; Inf. 4368, E. St. Louis to Grand Rapids, and Inf. 5137 from all C. F. A. points to Buffalo, Pittsburgh, etc., on basis 17½ cents Chicago to New York, and to Charleston, Gauley Bridge, etc., 73.33% of 6th class rates.

Please note on the enclosed blank your views on this proposition, and oblige, Yours very truly,

J. F. Tucker."

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo.

Telephone; Main, 4705. Standard Time.

98 Ru Je 29D H 4:55 p. m.

Chicago, Ill., 8/4/'04.

R. M. Fraser, St. Louis.

Your letter July twentieth file thirty two twenty nine rate In Information fifty three thirty nine to Daleville, Ind., should be six and quarter instead of four and quarter.

J. F. Tucker."

"(Regular printed blank of the Western Union Telegraph Company.)

Received at 412 & 414 Pine Street, St. Louis, Mo.

Telephones: Main, 246; Kinloch, B 520.

4009 CH Y JW 34 D. H.

Ta, Chicago, Ill., Dec. 29-04.

R. M. Fraser, St. Louis, Mo.

Please advise if your committee has recommended that lead ore rates apply on zinc ore. If not how do you account for twelve and half cent rate published on zinc ore East-Louis to Cleveland. J. F. Tucker.

4:34 p. m."

"(Regular printed blank of The Western Union Telegraph Company.)

W. D. H. Answer to D. H.

Send the following message subject to the terms on back hereof, which are hereby agreed to.

St. Louis, Mo., Dec. 30, 1901.

J. F. Tucker,

Chairman, C. F. A., Monadnock Block, Chicago, Ill.

Your wire twenty ninth, regarding Zinc Ore rates. See proceedings July nineteenth and your Advice Letter J-eight nineteen, also proceedings July twenty ninth and August twelfth and your letter Sept. twelfth, file Info. fifth three seventeen, my reply sixteenth. If above not satisfactory write me and will present subject at meeting Wednesday next.

R. M. Fraser."

Above exhibit is marked "Complainant's Exhibit Fraser No. 722."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to rate on Hay, as follows:

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 11, 1901.

Please refer to File 5684.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Could you without too much trouble give me the receipts and average prices of hay at St. Louis for the

nine months of 1901 and for the years 1900, 1899 and 1898? If you can, I will be very much obliged.

Yours very truly,
J. F. Tucker, Chairman."

"St. Louis, Mo., Nov. 12, 1901.

Mr. R. M. Fraser, Chairman.

Dear Sir: Referring to our conversation this morning in reference to the information asked for by Mr. Tucker, Chairman of the General Freight Association, I take pleasure in giving you the same herewith:

Receipts of hay for the first nine months of 1901, 186,326 tons.

Prices of Hay during the same time:

	No. 1 Timothy Range.	No. 1 Prairie Range.
January	$11.50 to $13.50	$8.50 to $11.00
February	11.50 to 12.75	9.50 to 10.50
March	11.50 to 14.00	9.50 to 10.50
April	12.50 to 14.50	10.00 to 11.50
May	12.00 to 14.50	10.50 to 11.50
June	12.00 to 15.50	10.50 to 11.50
July	12.50 to 17.50	10.50 to 15.50
August	13.00 to 16.00	12.50 to 15.50
September	12.50 to 15.50	10.50 to 13.00

Receipts of Hay for the year 1900, 234,256 tons.

Prices of Hay during the same time:

	No. 1 Timothy Range.	No. 1 Prairie Range.
January	$11.00 to $12.50	$7.50 to $ 8.50
February	10.50 to 12.00	7.75 to 8.50
March	11.00 to 12.50	8.25 to 9.00
April	11.50 to 13.00	8.25 to 9.00
May	11.00 to 13.50	8.00 to 9.25

June	10.50 to 13.50	7.50 to 8.75
July	11.00 to 14.50	7.50 to 9.25
August	9.75 to 13.00	6.50 to 9.00
September	10.00 to 12.00	7.50 to 9.50
October	11.00 to 12.50	9.50 to 10.00
November	10.75 to 13.50	9.50 to 10.50
December	11.50 to 14.00	10.00 to 11.50

Receipts of Hay for the year 1899, 175,820 tons.

Prices of Hay during the same time:

	No. 1 Timothy Range.	No. 1 Prairie Range.
January	$ 8.00 to $ 9.90	$7.00 to $ 7.50
February	8.00 to 8.75	6.75 to 7.50
March	8.00 to 10.00	6.75 to 7.50
April	9.00 to 11.00	7.00 to 8.25
May	10.00 to 11.50	8.00 to 8.50
June	10.50 to 11.50	8.00 to 8.50
July	10.00 to 12.00	7.00 to 8.50
August	8.00 to 12.00	6.50 to 8.00
September	8.00 to 10.50	6.50 to 7.50
October	9.50 to 10.50	7.00 to 8.00
November	10.00 to 10.75	7.50 to 8.25
December	10.00 to 11.50	8.00 to 8.25

Receipts of Hay for the year 1898, 160,350 tons.

Prices of Hay during the same time:

	No. 1 Timothy Range.	No. 1 Prairie Range.
January	$ 8.25 to $ 9.50	$7.50 to $ 8.50
February	8.50 to 9.50	7.25 to 8.50
March	9.00 to 10.00	7.00 to 8.00
April	9.00 to 12.50	7.25 to 9.50
May	10.50 to 12.00	9.25 to 9.75
June	10.50 to 11.50	8.50 to 10.00

July	9.00	to	10.00	5.50	to 7.50
August	7.00	to	10.00	5.75	to 7.00
September	7.00	to	8.00	6.00	to 6.50
October	7.00	to	8.50	6.00	to 7.00
November	7.50	to	8.50	7.00	to 8.00
December	7.50	to	8.50	6.50	to 7.50

Yours very truly,

(Signed) Geo. H. Morgan, Secretary."

"Nov. 13, 1901.

3346.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 11th, file 5684 received, requesting information regarding receipts and average prices of Hay at St. Louis, during 1901-1900-1899 and 1898, as explained.

Not having the information in this office, I handed your letter to Mr. Geo. H. Morgan, Sec. Merchants' Exchange, who very kindly consented to furnish it.

I enclose his letter dated Nov. 12th, which explains itself, and I trust will answer your purpose.

Respectfully

Chairman.

Hay.

Receipts.	Timothy, per ton. Low	High	Prairie, per ton. Low	High
1901, 9 mo. 186,326 tons....	$11.50	$17.50	$8.50	$15.50
1900, year' 234.256 tons....	9.75	14.50	6.50	9.50
1899, year, 175,820 tons....	8.00	12.00	6.50	8.50
1898, year, 160,350 tons....	7.00	12.50	5.50	10.00"

"Central Freight Association,

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, November 15, 1901.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of your favor of the 13th, your File 3346, giving information regarding receipts and

average prices of hay at St. Louis for 1898 to 1901, inclusive.

"Kindly advise if Secretary Morgan of the Merchants' Exchange has these statistics in book form that we could obtain to use in evidence. Of course, we could return the books if desired, but you know in a court copying is not considered legal and anyone objecting, it would be thrown out."

I am obliged to you for your trouble in this matter, and thank you in advance for future efforts.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 1, 1903.

Please refer to File 5684.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Engaged as we are in defending the suit brought by the Interstate Commerce Commission that hay be placed back to 6th class, we wish to get information in regard to the conditions and prices of hay at St. Louis for 1901 and 1902. Could you get me the St. Louis Board of Trade statistics in relation to this matter?

Yours very truly,

J. F. Tucker, Chairman."

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Baltimore & Ohio Southwestern R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Southern Railway (St. Louis-Louisville Lines); Chicago & Alton Railway; Illinois Central Railroad; Terre Haute & Indianapolis R. R.; Chicago, Peoria & St. Louis Ry. of Illinois; Louisville, Henderson & St. Louis Ry.; The Wabash Railroad.

Union Station, Rooms 404-406.

St. Louis, Mo., June 2, 1903.

Please refer to File 3346.

R. M. Fraser, Chairman.

Telephone, Main 846.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 1st, file 5684. I take pleasure in sending you to-day by U. S. Express the St. Louis Merchants Exchange Reports for 1901 and 1902, which I secured from Mr. Geo. H. Morgan, Sec'y, for you.

Respectfully,

R. M. Fraser, Chairman.

R. M. F.

Thanks. They came.

J. F. T. 6/3."

Above exhibit is marked "Complainant's Exhibit, Fraser No. 723."

Complainant offers in evidence circular letter from J. F. Tucker to the General Freight Agents, with reference to rate on Fertilizer, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, September 24, 1902.

Subject: Proposed rates on Fertilizer and Fertilizer Material, C. L., and L. C. L., from C. F. A. points to stations on Cincinnati Division of Norfolk & Western Railway.

Corrected

Advice Letter No. H-616.

To the General Freight Agents,

Gentlemen: Referring to Circular No. A-180, dated August 14, 1902, effective August 18, 1902, issued by Mr.

J. R. Ruffin, D. F. A., Norfolk & Western Railway Co., which provides basis for rates on fertilizer and fertilizer material, in carloads and less than carloads, destined to stations on the Cincinnati Division of the Norfolk & Western Railway:

The question of how through rates on this traffic from points in Central Freight Association territory to destinations mentioned, shall be made, in view of the basis provided in said Circular referred to, was considered by the Central Freight Association at meeting on the 18th instant, and it was decided that the through rates shall be made by use of local rates from points of origin of the traffic to the junction with the Norfolk & Western Railway, plus the arbitraries specified in the Circular referred to.

This for your information.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 724."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to Proceedings and Rules and Information Circulars of the C. F. A., as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 15, 1900.
Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Ass'n,
St. Louis, Mo.

Dear Sir: I have under even date sent to your address one copy of Bound Volume containing Proceedings of Meet-

ings of the Central Freight Association for the year 1899.

Kindly acknowledge receipt.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, July 28, 1900.

Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. Louis E. B. T Ass'n, St. Louis, Mo.

Dear Sir: I have under even date sent to your address, one copy of Bound Volume containin[illegible] Information Circulars Nos. 1223 to 1963, inclusive, of the Central Freight Association, issued during the year 1899.

Kindly acknowledge receipt.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, November 23, 1900.

Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 21st instant, file 3350, would advise that we will be only too happy to furnish you with copy of all Advice Letters whether whole or half-numbers, relating to matters in which you are interested, and we have placed your name on our mailing list so there will be no cause for complaint in the future.

Yours very truly,

J. F. Tucker, Chairman."

"Nov. 24, 1900.
3350.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 23rd, file 2445 received. In connection with this subject I give below copy of letter 23rd from R. A. Campbell, G. F. A., L. E. & St. L. C. R. R., as follows:

"We are to-day in receipt of copy of proceedings of meeting of C. F. A. held Nov. 20th, which shows rate on Grain from East St. Louis to C. F. A. Points to be at variance with those published in your Special Notice No. 1045 of Nov. 6th. Please advise if your tariff will be corrected."

Not having been favored with a copy of the proceedings (20th) referred to, I am unable to give Mr. Campbell the information asked. It seems rather strange that we should not have been furnished with copy of proceedings of the meeting, when the St. Louis Committee are certainly very much interested.

Please mail me a copy and oblige.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, November 26, 1900.

Please refer to File 6835.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 24th instant, file 3350, herewith please find copy of proceedings of meeting held at this office on the 20th instant, when rates on grain and grain products from East St. Louis, etc., were checked in.

You should have been sent copy of these proceedings, and

it was simply an oversight in not doing so, and assure you it will not recur in future.

Yours very truly,
J. F. Tucker, Chairman."

Enclosure.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 7, 1901.

Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. L. E. B. Freight Committee, St. Louis, Mo.

Dear Sir: I have under even date sent to your address one copy of Bound Volume containing Proceedings of Meetings and Circulars of the Central Freight Association for the year 1900.

Kindly acknowledge receipt.

Yours very truly,
J. F. Tucker, Chairman."

June 11, 1901.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Bound Volume containing proceedings of Meetings and Circulars of the Central Freight Ass'n for year 1900, referred to in your letter June 7th, file 2445, has been received.

Please accept thanks for same.

Respectfully,
R. M. Fraser, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Oct. 11, 1901.

Please refer to File G-400.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir: Referring to your letter of September 12th to Mr. F. J. Barr, Acting District Inspector at Indianapolis, your file 3350, in which you state L. C. L. rate on burlap bags, any quantity is 10 cents covered by Illinois Commissioner's Classification.

Does not this 10-cent rate apply only on burlap bags in carload quantities?

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 28, 1902.
Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Com.,
St. Louis, Mo.

Dear Sir: I have under even date sent to your address one copy of Bound Volume containing Series "A" Information Circulars of the Central Freight Association for the year 1901.

Kindly acknowledge receipt.

Yours very truly,
J. F. Tucker, Chairman."

May 31, 1902.
3350.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 28th, file 2445. I received the Bound Volume of Series A, Information Circulars for the year 1901, to-day.

Thanking you for same, I am,

Yours respectfully,
Chairman."

"Dec. 22, 1902.
3350.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir: Please send me two copies each of Information No's. 3839-3840 and 3845 and oblige.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Dec. 24, 1902.
Please refer to File 2445.

R. M. Fraser, Esq., Chairman, St. Louis, Mo.

Dear Sir: Referring to your request of Dec. 22, 1902, File 3350, I send you herewith 2 copies each of Information Nos. 3839-3840 and 3845.

Yours very truly,
J. F. Tucker, Chairman."

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Baltimore & Ohio Southwestern R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Southern Railway (St. Louis-Louisville Lines); Chicago & Alton Railway; Illinois Central Railroad; Terre Haute & Indianapolis R. R.; Chicago, Peoria & St. Louis Ry. of Illinois; Louisville, Henderson & St. Louis Ry.; The Wabash Railroad.

Union Station, Rooms 404-406.
St. Louis, Mo., Feb. 17, 1903.
Please refer to File 3350.

R. M. Fraser, Chairman.
Telephone, Main 846.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: In looking over my files I find that I am

short C. F. A. Information No. 4039. Kindly send me copy by return mail and oblige.

Respectfully,

R. M. Fraser, Chairman.

WC."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 25, 1903.

Please refer to File 2445.

Mr. R. M. Fraser, Chairman, St. L. E. B. Frt. Ass'n, St. Louis, Mo.

Dear Sir: I have sent you to-day one copy of Bound Volume containing Series "A," Information Circulars for the year 1902.

Kindly acknowledge receipt, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"June 29, 1903.

3350.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 25th, file 2445. I received your bound volume containing Information Circulars for the year 1902.

Thanking you for same, I am,

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 725."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to ap-

plication for rate on Scrap Leather and Sweepings of Shoe Factories, for Fertilizer purposes, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 19, 1904.

Please refer to File 12112.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: The following is received from Mr. Thornton Lewis, Manager of the Kanawha Dispatch, and is self-explanatory:

"We have a request from a concern in Baltimore, who are figuring on handling leather scrap from St. Louis, Mo., to Norfolk, Va. This is scrap sole leather, and is to be shipped by a concern making shoe heels, etc., and every particle of leather that can be used is used in the material for heels, therefore the scrap is of very little value. We understand that this would be shipped either in bags or in bulk, and would load 25,000 or 30,000 pounds per car, and it is to be used for fuel or fertilizer stock or chemicals. We have quoted 5th class rates on it, but we are informed that the material is of such low value that it will not stand a 5th class rate and a request is made that 6th class basis be authorized on this commodity.

"Will you kindly take the matter up and see what can be done?

Please place the matter before your committee, and advise as promptly as possible their views upon the proposition.

Yours very truly,

J. F. Tucker, Chairman."

"Dec. 5th, 1904.

3351.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours Nov. 19th, file 12112 was submitted

at meeting 2nd and lines interested individually announced that the application be declined.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 8, 1905.

Please refer to File 12112.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Referring to your favor of the 5th of December, last, file 3351, relative to application of the Kanawha Dispatch to establish 6th class rates on scrap leather, from East St. Louis to Norfolk, Va.:

In further connection with the application, the following information is furnished by Agent Dudley of the Kanawha Dispatch:

"I wrote you (Mr. Lewis), sometime ago in regard to making the fertilizer rate on scrap leather East St. Louis to Norfolk, Va. At that time you turned the proposition down stating that fifth class was the best that could be done.

I have seen this material in the factory of the Standard Heel and Counter Company here, who are the shippers, and it is simply factory sweepings. The leather is absolutely useless, except for making fertilizer. There is scarcely a piece as large as your fingers nail, and the Royster Guano Co. at Norfolk, are the consignees.

There is no question, but that this stuff is used for fertilizer material. The shipper gets 90 cents per ton for this stuff at his factory, so you will see it is almost worthless, and he asks us to get him the fertilizer rate on this material, sixth class; I think it should be given him.

Could you not put it in a tariff reading 'Shoe Factory Sweepings for Fertilizer purposes only when shipped to

regular established fertilizer works, sixth class.' If we can do this, we can get about 3 or 4 carloads per month for a year. Please let us hear from you at your earliest convenience."

And based thereon, Manager Lewis desires the subject reconsidered by your Committee, his opinion being that the rating proposed, should be approved.

Will you kindly place the matter before your members for immediate action and advise results, thus obliging,"

Yours very truly,

J. F. Tucker, Chairman."

"March 29, 1905.

3351.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Your letter 8th, file 12112 relative to the application for establishing 6th class rates on Scrap Leather, East St. Louis to Norfolk, Va., was considered at meeting yesterday, and the following action taken:

Moved, That Chairman, C. F. A., be advised that while the St. Louis Lines would like to encourage the shipment of the Commodity by providing 6th class rates thereon, it cannot consistently make such a recommendation because of the effect it would have on shipments of scrap leather of greater value, which are used for other than fertilizer purposes.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 726."

Complainant offers in evidence corespondence betwen the official of the Central Freight Association and the St. Louis Eastbound Freight Committee, relative to offer of the C. B. & Q. Ry. to apply rates from St. Louis, Mo., to eastern

points on basis of 116%, plus the St. Louis Terminal charges, as follows:

"CENTRAL FREIGHT ASSOCIATION,

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 21, 1904.
Please refer to File 10240-A.

Mr. R. M. Fraser,
Chairman, St. Louis E. B. Freight Committee,
St. Louis, Mo.

Dear Sir: It will be recalled that for some years past the C. B. & Q. Ry. has been endeavoring to have through rates authorized between St. Louis and Eastern cities on basis of 116 per cent. plus St. Louis Bridge Toll, the traffic to be handled over that company's rails west of the Mississippi River via Quincy.

As a matter of fact at the present time shipments handled by the C. B. & Q. between St. Louis and Eastern cities via Quincy are being charged at no higher rates than 116 per cent. basis, plus St. Louis bridge toll. This result is accomplished in some cases by through tariffs, in others by the use of proportional rates between Chicago and St. Louis, and that company now finally seeks to have authorized the rates currently applied. There seems to be no possible way by which the object of the C. B. & Q. can be defeated, so far as concerns rates charged, because that company is determined on any business they handle for St. Louis from and to eastern cities, the basis outlined above will be the maximum charged, no matter how brought about. With this information before them a number of the Chicago lines feel that the best thing to do is to authorize the arrangement, particularly since it will net the lines east of Chicago and other junctions with Western roads no less earnings than they receive providing the business is handled via the C. B. & Q. through E. St. Louis, and on shipments from and to Quincy,

etc., it will give them more. The argument put forth by the applicants is very forcible and it is doubted that hardly any other line in the same position would take a different view of the matter, namely, the right of the C. B. & Q. to apply over its own rails via Quincy the same rates as possible to be made through E. St. Louis.

We are told that large amounts have been expended by the C. B. & Q. for terminal facilities at St. Louis, and they intend to work the business to the best advantage of that company, and do not think it a good business proposition to handle the traffic through E. St. Louis, which if done would make them sacrifice certain revenue that will have to be paid to the lines working through E. St. Louis, which they otherwise receive when the traffic is handled via Quincy and its lines on west bank.

It is recalled that the principal argument put forth by some of the roads from E. St. Louis is that the approval of the C. B. & Q. proposition would mean ultimately the absorption of the bridge toll between St. Louis and E. St. Louis, but nearly all the roads who connect with the C. B. & Q. fail to see how such a result can be brought about, so long as the C. B. & Q. unqualifiedly agrees that their rates will in no case be less than the rates through E. St. Louis.

The officials of that company furthermore claim that their object is by no means to reduce the present rates, and they on the contrary will agree to see that no less rates are charged than the traffic would have to pay if handled through E. St. Louis.

So far as concerns intermediate territory, for example, Quincy, Ill., from and to which the rates will be reduced, it is pointed out that the amount of traffic involved is insignificant, and, furthermore, that in many cases there would be no reduction at all below the present scale of rates, because the 116 per cent. basis plus bridge toll at E. St. Louis, will in some cases make higher rates than current from and

to Quincy on established percentage basis. It is further stated that the slight reductions from Quincy cannot by any means be used as an argument by roads reaching intermediate territory on a lower basis or even by roads reaching a higher rate territory north of Quincy for a reduction in the rates from and to their points.

Summing the matter up in all its phases, it is the opinion of most, if not all, the connections of the C. B. & Q. R. R. north of Quincy, there is absolutely no grounds for objecting to their proposition, and while it is a fact that in some cases the rates on traffic from and to intermediate points may be affected, yet it is of very small volume, and what is important to C. B. & Q. connections it will not result in any decrease in the earnings now received by Eastern roads, hence the objections are hardly worthy of serious consideration. It is the desire, however, that your committee review the conditions as they exist to-day and advise if they cannot withdraw objections to the application, if not, to kindly cite what the existing ones are, so the matter can be given further and final consideration. It is suggested that the subject be viewed in a broad light and particularly with reference to railroad economies that are and should be practiced under the conditions which surround the handling of traffic at the present time. Yours respectfully,

J. F. Tucker, Chairman."

"April 1, 1904.

3355

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: As shown in Proceedings No. 80, March 25th, your letter March 21st, file 10240-A, was referred to a Special Committee for report. At their meeting to-day I was instructed to request you to furnish the Committee with a copy of 'The argument put forth by the applicants, etc.' referred to in the second page of your letter.

Please favor me with this by mail to-morrow night (2nd) and oblige.

Yours respectfully,
Chairman."

CHICAGO, BURLINGTON & QUINCY RAILROAD.

Chicago, Ill., March 8, 1904.

Mr. C. W. Bullen,
Commissioner, Trunk Line Association,
143 Liberty St., New York.

Dear Sir: I was not here when your letter of the 1st inst. was received, hence the delay in replying.

You state in your second paragraph that "if the Trunk Lines published through rates to St. Louis via your line they would also have to publish the same basis to St. Louis in connection with all of the other St. Louis routes." I don't know how that is, and while it is none of my business, I fail to see where it would make any difference now. The Trunk Lines handle the eastern business to St. Louis via East St. Louis, billing it to the latter point and leaving it to the Western lines to handle the business from East St. Louis to St. Louis. We merely ask that we be privileged to make the same rates, and it looks to me a good deal more like sentiment than anything else that we should be asked to have our rates published to East St. Louis instead of to St. Louis. We are perfectly willing that the rates should be published on the East St. Louis basis without showing that it is necessary to route the business for St. Louis, although all on paper, and we will take care of the bridge toll in the regular manner.

Now, as to the intermediate territory, the little business that it is possible might be affected is not sufficient to justify any correspondence between you and me. Further than this, the rates are in now, and have been for two or three years, to St. Louis, and the same are effective in the intermediate

territory. Our legal department are not willing that we should ignore the long and short haul clause on business from the Atlantic Coast to St. Louis, and I think they are absolutely correct.

Yours truly,
(Signed) Thos. Miller.
F. T. M.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 2, 1904.
Please refer to File 10240-A

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 1st instant, your file 3355, herewith please find copy of letter dated March 8th, 1904, written by Mr. Thos. Miller, F. T. M., C. B. & Q. R. R., to Commissioner Bullen of the Trunk Line Association.

Practically all the other reasons of the C. B. & Q. R. R. for desiring to apply the 116% basis, plus St. Louis bridge, between St. Louis and eastern cities via Quincy were orally given. They are in effect:

(1) That the C. B. & Q. R. R. has expended something like five millions of dollars for terminal facilities at St. Louis, the main object in view being to enable that company to handle St. Louis traffic via their rails along the west bank of the Mississippi River.

(2) The handling of traffic through East St. Louis is *more or less interfered* with account of congestion and the lack of adequate terminal and other facilities.

(3) In handling traffic via Quincy and rails west of the river the entire revenue accrues to the C. B. & Q. R. R.,

whereas if it is handled through East St. Louis certain amounts have to be paid by the C. B. & Q to outside interests—such as

(4) In view of the immense amount of business to be handled from and to St. Louis on account of the World's Fair, to attempt to handle it through East St. Louis would result in extraordinary delays and probably oblige the assessing of extra charges on account of the delays both of which can be to a large extent avoided if the C. B. & Q. R. R. is permitted to open up an additional route via Quincy and the west bank.

(5) That it is a great advantage to the shippers and receivers at St. Louis and it will also be an additional advantage to the roads operating through East St. Louis if an additional route via Quincy is opened for the handling of traffic, because it will enable freer movement via East St. Louis.

In addition to this the C. B. & Q. believe there is no company similarly situated as they are that would handle business through East St. Louis in preference to the route via Quincy and, furthermore, the applicant cannot understand what objections any competitor should have to the proposition so long as it contemplates the absolute maintanance of the same rates as current via the route through East St. Louis.

As we are being pressed for prompt advices on this subject, will you kindly let me have prompt reply, and oblige,

Yours very truly,

J. F. Tucker,

Chairman."

Enclosure.

(Regular printed blank of the Western Union Telegraph Co.) "Received at Union Station, St. Louis, Mo. Standard Time.

Telephone: Main 4705.
5. A. U. V. 22 D. H.
(Fraser's letter of Apl. 4, missing.)

Chicago, Apl. 5th, 1904.

R. M. Fraser, St. Louis, Mo.

Please forward three more copies your letter, fourth, file thirty-three fifty-five, regarding rates from St. Louis via C. B. and Q.

J. F. Tucker,

8:08 a. m."

"April 6, 1904.

3355.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: As requested in your wire April 5th, I send you herewith three copies of my letter 4th, regarding Burlington route matters.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 8, 1904.

Please refer to 10240-A.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 4th instant, your file 3355, regarding proposition of the C. B. & Q. R. R. to published rates between St. Louis and eastern cities, via Quincy.

My letter of March 21st deals with traffic in both directions, whereas your letter seems to refer altogether to eastbound business.

Please advise what would be the position of your committee on westbound business.

Yours very truly,

J. F. Tucker, Chairman."

"April 13, '04.

3355.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 8th, file 10240-A duly received, and I am instructed by the Committee to reply as follows:

We do not consider that it is within the province of the C. B. & Q. to publish rates from eastern cities to East St. Louis or St. Louis. Such rates, of necessity, would have to be published by the initial eastern lines, and all that the C. B. & Q. could do, of course, would be to participate in such westbound rates.

We consider that it is not within the jurisdiction of the St. Louis Eastbound Committee to recommend legislation as pertains to west-bound rates. Nevertheless, *our protests,* as outlined in letter to you dated April 4th, are just as applicable and should have the same weight concerning westbound rates as eastbound. The general principles of protest, enunciated in our reply of the 4th inst. on the eastbound proposition, apply with equal force to the westbound situation. We, therefore, went into detail in making our answer with a view to giving our eastern friends a complete knowledge of the situation in this territory, so that they might see the dangerous results of the establishment, either eastbound or westbound, of the 116% plus basis from or to St. Louis.

Respectfully,

R. M. Fraser, Chairman."

"April 18, 1904.

3355.

M. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: As requested in Telegram this date, I send

you by U. S. Express six (6) copies of the correspondence regarding Burlington Route matters, copies of which were furnished members of this Committee under dates, April 4th and 13th.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 25, 1904.

Please refer to File 10240-A.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I enclose you herewith copy of letter from Commissioner Bullen, under date of April 27th, addressed to Freight Traffic Manager Miller of the C. B. & Q., which was sent to me by Commissioner Bullen under same date; copy of my letter of May 31st to Mr. Bullen, also copy of his letter to me of June 21st. This for your information.

Yours very truly,

J. F. Tucker, Chairman."

"Copy.

TRUNK LINE FREIGHT COMMITTEE.

New York, April 27, 1904.

Mr. Thomas Miller, Freight Traffic Manager, C. B. & Q. R. R., Chicago, Ill.

Dear Sir: Referring to your favor of March 8th in reply to my letter of March 6th, in regard to westbound rates to St. Louis in connection with your line:

This subject has been given careful consideration by the Trunk Lines, and at meeting of the Freight Committee on the 26th instant, I was requested to advise you that it is the view of the Trunk Lines that the best that they can do in this matter is to place East St. Louis on the 116% basis

via Chicago and the C. B. & Q. Ry., leaving the rates to intermediate points on the present basis; this action being with the understanding that the C. B. & Q. Ry. will withdraw their proportional tariff from Chicago to St. Louis.

I was requested to ask that you kindly advise if you will do so, in order that we may notify the Trunk Lines accordingly, so that if the proposition is acceptable to you, they may proceed with the issuance of the westbound tariffs to East St. Louis in connection with your line at as early a date as practicable.

So far as the eastbound matter is concerned, it was considered that it was a subject for the Central Freight Association to deal with.

I would be pleased if you would favor me with prompt reply to this letter, in order that I may report accordingly at the next meeting of our Freight Committee, which will be held Tuesday, May 3rd, so that if the Trunk Line proposition is accepted by you, the arrangement may be made for the publication of tariffs accordingly at the earliest practicable date.

Yours respectfully,
(Signed) C. W. Bullen, Commissioner."

"CENTRAL FREIGHT ASSOCIATION,
Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 31, 1904.

Copy. Please refer to File 10240-A.

Mr. C. W. Bullen,
Commissioner Freight Dept., Trunk Line Ass'n.
New York City.

Dear Sir: Referring to your letter of April 27th in regard to rates via the C. B. & Q. Ry. between East St. Louis and eastern cities:

This matter was presented to the Central Committee of this Association at its meeting Friday, May 27th, and your

letter to Freight Traffic Manager Miller of the C. B. & Q. read. The Committee recommended the concurrence of this Association in the position taken by the Trunk Lines. No action was taken in relation to the eastbound rates.

Yours very truly,

Copy. (Signed) J. F. Tucker, Chairman."

TRUNK LINE ASSOCIATION.

New York, June 21, 1904.

Mr. J. F. Tucker,
Chairman Central Freight Association,
Chicago, Ill.

Dear Sir: Referring to the subject of rates from Trunk Line territory to East St. Louis via C. B. & Q. Ry.

At meeting of the Trunk Line Freight Committee to-day, at which Mr. Thomas Miller of the C. B. & Q. Ry. was present, the following proposition was offered, and was accepted by Mr. Miller and was concurred in by the Trunk Lines upon the understanding that it will be satisfactory to the Central Freight Association roads, as indicated in your letter of May 31st; and will be made effective August 1st:

The Trunk Lines will publish rates to East St. Louis on the 116% basis via the C. B. & Q. Ry. St. Louis traffic to be subject to the St. Louis bridge tolls in addition. The intermediate points on the C. B. & Q. to remain on the present basis. It is understood that the C. B. & Q. will withdraw its proportional tariff so far as it applies to St. Louis, and that St. Louis local traffic may be moved via the west bank route—beyond traffic to move via the east bank route and East St. Louis

Divisions of the rates to East St. Louis to be on the regular 116% basis.

Yours respectfully,

(Signed) C. W. Bullen, Com'r."

"June 25, 1904.

Mr. J. F. Tucker, 3355.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Referring to your letter March 21st, April 2nd and 8th, file 10240-A, and replies thereto regarding rates via Quincy and C. B. & Q. R. R.

Will you please advise me what disposition has been made of this subject or present status, and oblige.

Respectfully,

Chairman."

"June 28, 1904.

Mr. J. F. Tucker, 3355.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 25th, file 10240-A received with copies of letters mentioned regarding *westbound* traffic via C. B. & Q. R. R.

If you will advise me what disposition has been made of the same subject *eastbound* you will oblige.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 29, 1904.

Please refer to File 10240-A.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Replying to your letter of the 28th, your File 3355: No action whatever has been taken in regard to eastbound traffic via the C. B. & Q. R. R.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 727."

Complainant also offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to rate on Brick, East St. Louis to Bay City and Saginaw, Michigan, and Pittsburg, Pa., as follows:

"Jan. 13, 1900.

Mr. J. F. Tucker, 3372-A.

Chairman, C. F. A., Chicago, Ill.

Dear Sir: The subject of rates on Brick to Bay City and Saginaw, Mich., was considered and the following adopted:

"Resolved, That the roads, members of this Committee individually recommend to the Central Freight Ass'n. that they authorize rate of $2.60 per ton on Brick, etc., C. L. minimum weight 40,000 lbs., from East St. Louis to Bay City and Saginaw, Mich., these rates beng in line with rates authorized in Central Freight Ass'n. Information No. 1890, from East St. Louis to various points in Central Freight Ass'n. Territory.

As the rates were in effect previous to Jan. 1, 1900, the members desire same to be re-established and by comparing figures you will see they are in line, with rates now authorized to Detroit, Grand Rapids, etc.

Please have necessary action taken, advising result at your earliest convenience, greatly obliging.

Yours truly,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, Jan. 15, 1900.

Subject—Proposed rate on Brick, C. L., from East St. Louis, Ill,, to Bay City and Saginaw, Mich.

(Advice Letter No. E. 651.)

To the General Freight Agents,

Gentlemen: The following is received from Mr. R. M.

Fraser, Chairman, St. Louis Eastbound Freight Committee:

"The subject of rates on brick, C. L., to Bay City and Saginaw, Mich., from East St. Louis, Ill., was considered, and the following adopted:

'Resolved, That the roads members of this Committee individually recommend to the Central Freight Association that they authorize rate of $2.60 per net ton on Brick, C. L., minimum weight 40,000 lbs., from East St. Louis, Ill., to Bay City and Saginaw, Mich., these rates being in line with rates authorized in C. F. A. Information No. 1890, dated December 9, 1899, from East St. Louis to various points in Central Freight Association territory.'

As these rates were in effect previous to January 1, 1900, the members desire same to be re-established, and by comparing figures you will see they are in line with rates now authorized to Detroit, Grand Rapids, etc.

Please have necessary action taken, advisiing result at your earliest convenience, greatly obliging."

The present rate from East St. Louis to Toledo and Detroit (C. F. A. Information No. 1890) is $2.30; to Bay City, Mich. 6th class rate 17 cents per 100 lbs.

Please have necessary action taken, advising result at foregoing proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Jan. 29, 1900.

3372-A.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir: I give below copy of letter 27th, from a member of the Committee:

"Referring to your Information 1890, Dec. 9th, 1899. You will find rates on brick authorized from Pittsburgh to East St. Louis $2.80 per net ton whereas the correspond-

ing rates from East St. Louis to Pittsburgh are made on basis of $3.15 per net ton. (See Inf. 1922.) It seems to me that this is an inconsistency and an injustice to St. Louis. Either your rate should be reduced or Pittsburgh rate advanced. I think the matter should be taken up at once with Chairman of the Central Freight Ass'n, in order to obtain the necessary relief."

Please advise me, by mail Tuesday, 30th, if possible, what action will be taken to remedy this inconsistency.

Respectfully,

Chairman."

(Regular printed blank Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard Time.

36 AHP SD 47 D H

Chicago, Ill., Jan. 30, 1900.

R. M. Fraser,

Your letter twenty-ninth, thirty-three seventy-two-A. The only action we can take with respect to rates from East St. Louis to Western termini to be made same as opposite direction is to refer matter to Brick Committee at meeting on thirteenth information 1890.

1:40 P

J .F. Tucker."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Jan. 31, 1900.

Please refer to Inf. 1890.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir: In reply to your favor of the 29th instant, file 3372-A, would advise that yesterday we telegraphed you as follows:

"Your letter twenty-ninth, thirty-three seventy-two-A.

The only action we can take with respect to rates from East St. Louis to western termini to be made same as opposite direction is to refer matter to brick committee, on thirteenth."

It is our impression that the brick committee in the last recheck of rates on brick practically continued the former figures, and as no objections were offered by the St. Louis lines to the rates from East St. Louis when the matter was submitted by Advice Letter, no change of course was made.

Yours very truly,

J. F. Tucker, Chairman."

"Feb. 3, 1900.

Mr. J. F. Tucker, 3131, 3206 & 3372-A.
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: This is to advise that, I have a meeting called for Tuesday, 6th, to check in rates on Brick, Clay, etc., Grain and Grain Products and Dressed Meats from East St. Louis to Central Freight Ass'n Territory and as it will be impossible for me to get result of check to your office in time for you to include it in your call for meeting 14th, I give you this information in advance so that, if you desire, you may include the subjects on your docket.

I will forward you result of check at earliest date practicable.

Yours truly,

Chairman."

"Feb. 7, 1900.

Mr. J. F. Tucker, 3372-A
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: At meeting of the Freight Committee the 31st ult., the subject of rates on Brick, Clay, etc., East St.

Louis to points in Central Freight Ass'n was considered and the following action taken:

"Resolved, That, the Chairman call a meeting of the Rate Clerks to check in rates on Brick, Clay, etc., C. L., published in this Committee's Joint Tariff No. 111 and that, if any omissions or inaccuracies are discovered they be reported to the Central Freight Ass'n asking for the necessary relief."

At meeting of the Rate Clerks the 6th inst., it was found necessary to make some changes in these rates.

Will say in connection with the foregoing that, the rates named in this Committee's Joint Freight Tariff No. 111, were not checked in by joint check, for the reason, that it was impossible to have meeting and submit rates so that same would become effective Jan. 1, 1900, as authorized by C. F. A. Information No. 1890 and 1922, the Tariff being compiled by this office and issued effective Jan. 1, 1900.

It has since developed that the rates to different points via some routes are out of line and it was therefore decided to recheck the rates on this traffic.

Please have the attached recommendation submitted at meeting of your Ass'n the 14th inst., advising result, greatly obliging.

Yours truly,
Chairman."

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 29, 1900.
File 3372-A.

To the Members of the Freight Committee,

Gentlemen: You are hereby requested to attend meeting in this office to-morrow Friday 30th, at 1:30 sharp to check rates on Brick, etc., C. L., from East St. Louis to points

in Central Freight Ass'n territory as per resolution adopted at meeting held 21st inst., as follows:

"Resolved, That, the Rate Clerks be called together for check of Brick Rates, from East St. Louis to C. F. A. Territory, it being understood, that G. F. A. Taylor will decide as to what rate he will hold to South Bend and then other rates to be lined up accordingly."

Please be present or authoritatively represented at the hour named, greatly obliging.

Respectfully,

R. M. Fraser,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 728."

Complainant offers in evidence correspondence between the official of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning the joint action and adoption of rules and regulations for the shipment of cotton between St. Louis and East St. Louis, as follows:

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station,
St. Louis, Mo., Sept. 29, 1900.
File 3382.

To the Members of the Freight Committee,

Gentlemen: As instructed at meeting yesterday, I conferred with Sec'y Lande and later with Pres't Duncan and Sec'y Lande at Mr. Duncan's residence, regarding contract of the St. Louis Cotton Compress Co. with the roads, members of this Committee. I deem it advisable that you should know Pres't Duncan's views on the subject before taking definite action.

You are therefore requested to meet at the C. C. C. & St. L. Ry. General Office at 10:30 a. m. sharp, this morning. (Saturday 29th.)

Respectfully,

R. M. Fraser, Chairman."

"ST. LOUIS EASTBOUND FREIGHT COMMITTE.

St. Louis, Mo., Sept. 29th, 1900.

Mr. Sol. Lande, File 3382.

Secretary St. Louis Cotton Compress Co.,

St. Louis, Mo.

Dear Sir:—Referring to conference last evening with President Duncan yourself regarding the contract of the St. Louis Cotton Compress Co. with the roads, members of this Committee, which expires by limitation, to-morrow, Sept. 30th.

As promised at the conference, I endeavored to secure a full attendance of the Commitee, but was not entirely successful.

After explaining the result of our conference to the members who were present, I was instructed to inform you that for the purpose of avoiding any inconvenience to the Compress Co. or to the cotton shippers, they were willing to have the contracts now in effect extended for thirty days so as to give time for further consideration of the subject.

Will you therefore please prepare and send to me, by bearer, an Official or Legal Document, extending for thirty days, the present contracts which you have with each of the roads, (naming them) as follows:

Baltimore & Ohio Southwestern Railroad Company.

Chicago & Alton Railroad Company.

Chicago, Peoria & St. Louis Railroad of Illinois. (C. E. Kimball and S. P. Wheeler, Receivers) now the Chicago, Peoria & St. Louis Railway of Illinois.

Cleveland, Cincinnati, Chicago & St. Louis Railway Company.

Illinois Central Railroad Company.

Louisville, Henderson & St. Louis Railway Campany.

Louisville, Evansville & St. Louis Consolidated Railroad Company. (Geo. T. Jarvis, Receiver)

The Wabash Railroad Company.

Terre Haute & Indianapolis Railroad Company. (V. T. Malott, Receiver)

Toledo, St. Louis & Kansas City Railroad Company. (Sam'l. Hunt, Receiver) now, Toledo, St. Louis & Western Railroad Company.

I have instructed the messenger to wait for the paper referred to above.

Respectfully,

R. M. Fraser, Chairman."

"St. Louis Cotton Compress Company.

St. Louis, Mo., Sept. 29, 1900.

R. M. Fraser, Esq., Chairman, St. L. E. B. F. Com.

Dear Sir:—Answering yours of even date. It is the wish of this Company that all contracts with the different Railroads in your Association, which expire September 30th, be extended for 30 days. Our request having been granted, this Company will hold itself liable just the same as if the contracts were in effect. Thanking you, we are,

Yours very truly,

St. Louis Cotton Compress Co.,

Sol. Lande, Sec'y."

"St. Louis Eastbound Freight Committee.

Baltimore & Ohio Southwestern Ry.

Cleveland, Cincinnati, Chicago & St. Louis Ry.

Louisville, Evansville & St. Louis Con. R. R.

The Wabash Railroad

Chicago & Alton Railroad.

Illinois Central Railroad.
Toledo, St. Louis & W. R. R.
Chicago, Peoria & St. Louis R. R. of Illinois.
Louisville, Henderson & St. Louis Ry.
Terre Haute & Indianapolis R. R.

UNION STATION.
Rooms 404-406.

St. Louis, Mo., Oct. 1, 1900.
Please refer to File 3382.

R. M. Fraser, Chairman, Telephone Main 846.

To the Members of the Freight Committee,

Gentlemen:—I had a personal conference with the President and Secretary of the St. Louis Cotton Compress Company, as instructed at meeting Sept. 28th. The result was reported at meeting called at C. C. C. & St. L. Ry. Office, Saturday, 29th ult. and in accordance therewith I attach hereto, copy of letters to and from Secretary Lande, which I trust will be satisfactory, pending further action on the subject. Respectfully,

Chairman.

Note: Copies (2) sent to each resident member only.

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 2, 1900.
File 3382.

To the members of the Freight Committee,

Gentlemen:—You are hereby urgently requested to attend a Special Meeting of this Committee on *Friday, Oct. 12th, at* 10:30 *A. M.*, sharp, at C. C. C. & St. L. Ry. Gen'l. Office, Rialto Bldg., to consider and act upon the following resolution:

Resolved, That on and after November 1st, 1900, all lines, members of the St. Louis Eastbound Freight Committee, will discontinue the practice of issuing Bills of Lad-

ing on Cotton Notes or Cotton Receipts and will thereafter handle this business on the same basis as any other Commodity.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 729."

Complainant offers in evidence Circular Letters, addressed to members of the St. Louis Eastbound Freight Committee, regarding joint action and adoption of rules and regulations in regard to shipment of cotton, as follows:

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 20, 1900.

File 3396-A.

To the members of the Freight Committee,

Gentlemen:—At a meeting of the Freight Committee, held 18th inst., correspondence was considered, regarding Insurance Contracts with American Cotton Co. and after a general discussion of the matter it was;

Resolved, That the Chairman issue Circular of Information to the members of this Committee to the effect, that the members of this Association are authorized to enter into a contract with the American Cotton Co. for the acceptance of their shipments of Cotton and issuing therefor a Bill of Lading before the Cotton is in possession of the carrier or its connections, covering cotton of the American Cotton Co. in store at East St. Louis, on the proper surrender of Cotton Notes or Warehouse Receipts, it being distinctly understood that any such contracts shall not cover shipments of Cotton other than coming from Warehouses at East St. Louis.

Yours truly,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 730."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, relative to application for proportional rate on Rags and paper stock, East St. Louis Allegan, Mich., as follows:

"Jan. 3, 1900.
3398.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Please refer to my letter Nov. 4th, 1899, your Advice Letter No. E-466, dated Nov. 6th, subject, "Proportional Rates on Rags and Paper Stock, East St. Louis to Allegan, Mich."

Kindly advise me what was the final action taken, regarding this matter, also if this combination of Local Rates, from Kansas City via Chicago, to Allegan, Mich., making through rate of 26½ cts., is still in effect.

Your prompt reply will be appreciated.

Yours truly,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 5, 1900.

Please refer to File E-466.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—In reply to your favor of the 3rd instant, file 3398, would advise that effective January 1st rate on rags and paper stock from Chicago to Allegan, Mich., was advanced to 9½ cents, and if East St. Louis lines desire less than 6th class rates from East St. Louis to Allegan a new application should be filed. You recall the rate from Chicago to Allegan was 8 cents prior to January 1st.

Yours very truly,

J. F. Tucker, Chairman."

"Jan. 13, 1900.
3398.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring to my letter 3rd inst., your reply 5th, in which you state the rate on Rags and Paper Stock, C. L. from Chicago to Allegan, Mich. was advanced to 9½ cts. per 100 lbs., effective Jan. 1st 1900.

This advance does not equalize the rate on this traffic via East St. Louis and the Committee does not understand why this office was not advised of action taken on Advice Letter E-466, however, subject was further considered by this Committee the 11th inst., and the following action taken.

Whereas, The through rate on rags and paper stock C. L. from Kansas City via Chicago to Allegan, Mich., is 28 cts. per 100 lbs., as against the rate Kansas City to East St. Louis 13½ cts., and East St. Louis to Allegan, 16 cents total 29½ cents per 100 lbs., therefore, be it,

Resolved, That, the roads, members of this Committee individually recommend to the Central Freight Ass'n that a proportional rate of 14½ cts. per 100 lbs., be authorized on rags and paper stock (pressed in bales) C. L. from East St. Louis, Ill., to Allegan, Mich., to equalize with the rates on this traffic via Chicago gateway.

Will you please submit the above for vote advising decision reached as early as possible.

Yours truly,

Chairman."

"Central Freight Association.
Eighth Floor—Monadnock Block.
Chicago, January 18, 1900.

Subject:—Proposed proportional rate on Rags and Paper Stock C. L., East St. Louis, Ill. to Allegan, Mich.
Advice Letter—No. E. 675.

To the General Freight Agents,

Gentlemen:—Chairman Fraser of the St. Louis East-

bound Freight Committee advises that the following action was adopted at meeting of that Committee on the 11th instant:

"Whereas. The through rate on rags and paper stock, C. L., from Kansas City, Mo. via Chicago, Ill., to Allegan, Mich. is 28 cents per 100 lbs. as against the rate Kansas City to East St. Louis, Ill., 13½ cents, and East St. Louis to Allegan 16 cents, total 29½ cents per 100 lbs., therefore be it

Resolved, That the roads members of this Committee individually recommend to the Central Freight Association that a proportional rate of 14½ cents per 100 lbs. be authorized on rags and paper stock, pressed in bales, C. L., from East St. Louis, Ill. to Allegan, Mich., to equalize with the rates on this traffic via the Chicago gateway."

The present rate from Kansas City to Chicago is 18½ cents, and from Chicago to Allegan 9½ cents per 100 lbs. (6th class).

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,
J. F. Tucker, Chairman."

"Central Freight Association.

Eighth Floor—Monadnock Block.

Chicago, January, 18 1900.

Subject:—Disposition of proposed proportional rate on Rags and Paper Stock, C. L.; East St. Louis, Ill., to Allegan, Mich.

Advice Letter—No. E-673.

To the General Freight Agents,

Gentlemen:—Referring to Advice Letter No E-466, dated November 6, 1889, application for proportional rate of 13 cents per 100 lbs. on rags and paper stock, C. L., from East St. Louis, Ill., to Allegan, Mich.:

After further investigation, roads interested individually advise that it has been decided not to make effective the rate named in the Advice Letter above referred to.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 731."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, in reference to rates on earth paint, East St. Louis to C. F. A. and Trunk Line Association points, as follows:

"Aug. 21, 1900.
4006.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—At a Special Meeting of the Committee this A. M., correspondence was submitted regarding rates on Earth Paint, from East St. Louis to C. F. A. and Trunk Line Territories in which it was claimed that the advance in the Official Class'n rating from 6th to 5th class has resulted in the loss of practically all of the business from St. Louis. A shipper also writes as follows:

'We now are advised that rates on Earth Paint in C. L. have been put in effect by Eastern Roads, making rate on Earth Paint in C. L. less than former 6th class. We refer to Joint Westbound Freight Tariff I. C. C. No. 719, issued by Boston & Albany and N. Y. C. & H. R. R., also Lehigh Valley Commodity Tariff L. V. No. 74, also Philadelphia and Reading Supplement No. 32 to Tariff No. 3, all west bound.'

One of the members also said:—

"We have on file Lehigh Valley L. V.-74, effective July 26th, 1900, naming 6th class basis, from New York, Phila-

delphia, etc. to Western points; also Boston & Maine Tariff D-12-2, effective Aug. 4th, 1900, from Boston, on the same basis.'

In addition to the above I received today copy of Canada, Atlantic Transit Company's Joint Westbound (Rail & Lake) Tariff No. 1, Amendment No. 7, effective Aug. 4th, which reads:—Earth Paint, Iron or Ochre, dry, in sacks, barrels or bags, in C. L. will take 6th class rate.

After due consideration of the subject, it was:—

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize on Paint, Earth; Iron, Metallic, Mineral or Ochre, C. L. minimum weight as per Official Class'n. from East St. Louis to points in Central Freight Ass'n and Trunk Line Territory at 6th class rates.

The rate at present is Official Class'n, 5th class.

Will you please give this subject your immediate attention, advising result and very much oblige,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor—Monadnock Block.

Chicago, August 22, 1900.

Subject:—Proposed rates on Earth Paint, Iron, Metallic, Mineral or Ochre, C. L., East St. Louis, Ill. to Central Freight and Trunk Line Associations Territory.
Advice Letter—No. F-462.

To the General Freight Agents,

Gentlemen:—By reference to Trunk Line Association Freight Committee Circular Letter No. A-222, dated July 20, 1900, it will be noted rates are authorized on Earth Paint, Iron or Ochre, dry, in sacks, barrels, bags or in bulk, in carloads, from Eastern points to Trunk Line western termini and points beyond on basis of 6th class.

Upon the subject of rates eastbound being considered by the St. Louis Eastbound Freight Committee at meeting August 21, 1900, the following was adopted:

"Resolved, That the individual roads members of this Committee recommend to the Central Freight Association that they authorize on paint, earth; iron, metallic, mineral or ochre, C. L., minimum weight as per Official Classification, from East St. Louis, Ill. to points in Central Freight and Trunk Line Associations' territory the 6th class rates."

The present rates are on basis of the Official Classification, viz: 5th class.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige, Yours very truly,

J. F. Tucker, Chairman."

"Sept. 4, 1900.
4006.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring to my letter Aug. 21st, your Advice Letter F-463, Aug. 22nd, "Earth Paint."

Please advise me not later than Wednesday Night's mail, status of this proposition so that I may report to Committee at meeting Thursday 6th, A. M.

The classification asked for being in effect westbound there certainly should be no delay in authorizing eastbound.

Respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 21, 1900.

Please refer to file F-509.

Mr. R. M. Fraser, Chairman, St. Louis, E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Referring to Information Nos. 418, series A,

and 2419, authorizing 6th class rates on paints, earth, iron, metallic, mineral or ochre, in carloads, from Chicago and East St. Louis to points in Central Freight Association territory, also Trunk Line points.

As you will note by Advice Letter F-509, application has been filed to apply the same basis from and to all points in Central Freight Association territory, and from Central Freight Association points to points east of the western termini of the Trunk Lines.

Upon transmitting same to the Trunk Line Association roads for approval, Commissioner Bullen advises that the roads members thereof are willing that 6th class rates should apply on earth paint, iron or ochre, dry, in sacks, barrels, bags or in bulk, in carloads, but objects to the 6th class rates being applied on metallic and mineral paints, the intention being to exclude the higher priced metallic paints from the application of these special commodity rates and also to prevent shipments of paints, ground, in oil, being taken at reduced basis. As the members of your committee originally submitted the application for basis named in Information 418 series A, it becomes necessary we should ask that the St. Louis eastbound roads modify the proposition to apply only on earth paint, iron or ochre, dry, in sacks, barrels, bags or in bulk, carloads, the understanding being that the same rates will only apply on the same articles from Chicago or other Central Freight Association points. The Trunk Line Association is of the opinion that if this modification is not agreed to by Central Freight Association lines, other reductions will follow.

Will you kindly therefore place the matter before your Committee and advise as early as possible if they are agreeable to the modification suggested, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Sept. 29, 1900.
4006.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—In reply to your letter of the 21st inst., file F-509, regarding Paint, Earth, Iron, etc. from Chicago and East St. Louist to points in Central Freight Ass'n and Trunk Line Territory.

This is to advise that this subject was considered at meeting of this Committee 27th inst., and the following action taken.

Resolved, That, the individual roads, members of this Committee, recommend to the Central Freight Ass'n that Information No. 418, series A and 2419, naming rates on Paint, Earth, Iron, Metallic, Mineral or Ochre, C. L., from Chicago and East St. Louis to all points in Central Freight Ass'n and Trunk Line Territory be cancelled and reissued naming 6th class rates on Paint, Earth, Iron or Ochre, dry, in sacks, barrels, bags or in bulk, in carloads, with the understanding that the rates on Mineral and Metallic Paints between all other points in Trunk Line and Central Freight Ass'n Territories will be on basis provided therefor in the Official Classification.

Please advise if information numbers referred to will be reissued in line with the above resolution.

Awaiting your reply, I am, yours truly,
Chairman."

"Nov. 29, 1902.
4115 & 4004.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Your letters 12th, file H-759, 20th, H-784 and 24th, No. 9069 were read at meeting 28th.

On statement that the Central Committee were to consider Pig Lead Rates next week, it was:

Moved, That the subject be laid over until after con-

sideration and action by the Central Committee on the question of Pig Lead Rates from Missouri River.

As you are aware much depends on disposition of Pig Lead rates from Missouri River and therefore request prompt advice on the subject. Respectfully,

Chairman."

"July 20, 1904.
4006.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—At meeting 19th application was made by shipper (copy attached) for C. L. minimum weight of 30,000 lbs. on paint, earth, iron or ochre, dry, eastbound same as in effect westbound by N. Y. C. & H. R. R. Tariff A-2714 and possibly others and it was:

Moved, That the Chairman correspond with Chairman, CFA. in order to arrive at facts and conditions in regard to authority for making rates westbound, 6th class with Official Class'n minimum of 30,000 lbs. as against the Eastbound minimum of 40,000 lbs.

CFA. Info. 5071 and 1145-A authorizes 6th class, C. L. minimum 40,000 lbs.

Please investigate and advise action that will be taken to make same minimum enforced both west and eastbound.

An early reply requested, Respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.
Chicago, September 13, 1904.

Please refer to file Inf. 1145-A.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 9th inst., file 4006, regarding minimum carload weight on earth paint:

The Trunk Line Association roads will consider, at their

next meeting, which will be held in the near future, the subject of adopting minimum carload weight of 40,000 pounds to apply on westbound shipments from Trunk Line territory. I trust no action will be taken by members of your committee reducing the minimum carload weight on eastbound shipments until the Trunk Lines have informed us what they will do. Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, September 24, 1904.

Please refer to file 1145-A.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Referring further to your favor of the 9th inst., file 4006, regarding minimum carload weight on earth paint:

Concerning the proposed advance in the minimum carload weight applying on westbound shipments from Trunk Line territory, Commissioner Bullen advises as follows:

'We presented for consideration of the Trunk Line Freight Committee on the 20th inst. your letter of July 25th relative to the carload minimum applying on westbound shipments of earth paint, iron or ochre—viz.: Official Classification carload minimum.

I was requested to advise you that under existing conditions the Trunk Lines could not see their way clear to make any advances in the carload minimum now applying upon this traffic.

If your lines think there is any necessity for making a reduction in the carload minimum on eastbound shipments to the same basis, the Trunk Lines will raise no objection there to."

If any further action is desired, please let me know.

Yours very truly,

J. F. Tucker, Chairman."

"Oct. 3, 1904.

4006.

Minimum Carload Weight on Paint, Earth, Iron or Ochre, Dry.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Referring to my letter July 20th, your reply July 25th, Sept. 13th and 24th, file 1145-A. At meeting Sept. 30th this subject was given due consideration and it was:

Recommended, To the Central Freight Ass'n that the minimum weight, as per CFA. Info. 5071 and 1145-A, on Earth Paint, Iron or Ochre, dry, be reduced to 30,000 lbs. in view of the fact that we cannot compete in common territory against Eastern Manufacturers on a higher minimum than they enjoy.

Please give this immediate attention advising result.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, October 4, 1904.

Subject: Proposed reduction in minimum carload weight of paint, earth, iron or ochre, dry, from and to C. F. A. points, and from C. F. A. points to points east of the western termini of Trunk Lines.

Advice Letter No. K-48

To the General Freight Agents,

Gentlemen:—Information No. 5071, dated April 9, 1904, provides for a minimum carload weight of 40,000 lbs. on shipments of paint, earth, iron or ochre, dry, in sacks, barrels, bags or in bulk, C L., from and to all points in Central Freight Association territory; and Information No. 1145, Series A, dated April 9, 1904, provides for the same minimum carload weight on shipments from points in Central

Freight Association territory to points east of the western termini of the Trunk Lines.

At the present time on westbound shipments of this commodity from Trunk Line Association points in Central Freight Association territory, the minimum carload weight is 30,000 lbs., and upon this office taking up with Commissioner Bullen the question of the Trunk Lines advancing their minimum carload weight from 30,000 lbs. to 40,000 lbs., he advises as follows:

'I was requested to advise you that under existing conditions the Trunk Lines cannot see their way clear to make any advance in the carload minimum weight applying upon this traffic. If your lines think there is any necessity for making a reduction in the carload minimum weight on eastbound shipments to the same basis, the Trunk Lines will raise no objections thereto.'

In this connection the St. Louis Eastbound Freight Committe has submitted to this office the following recommendation for the approval of Central Freight Association lines:

'Recommended, To the Central Freight Association that the minimum weight as per C. F. A. Information Nos. 5071, and 1145 Series A, on earth paint, iron or ochre, dry, be reduced to 30,000 lbs. in view of the fact that we cannot compete in common territory against eastern manufacturers on a higher minimum than they enjoy.'

Please note on the enclosed blank your views on the proposition, and oblige, Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 732."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St.

Louis Eastbound Freight Committee, in reference to proportional rate on Salt, when coming from west of the Mississippi River, from East St. Louis to Cleveland, Ohio, as follows:

"Nov. 10, 1902.
4007.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—At meeting Nov. 7th the Chairman read letter from a member making application for a rate of 10 cts. per 100 lbs. on Rock Salt, in bulk, C. L. minimum weight as per Official Class'n from East St. Louis to Cleveland, Ohio, when coming from the west and it was:—

Moved, That the subject be referred to the Central Freight Ass'n for consideration by the Salt Committee.

For the information of the Committee I enclose copy of DFA Nichols' letters Nov. 5th and 8th. The rate referred to, Cleveland to East St. Louis is authorized in CFA. Information No. 3737. Present rate 6th class, 16 cts. per 100 lbs.

Please have the subject given consideration advising result. Respectfully,

Chairman."

Authorized in C. F. A. Inf. 3781 Nov. 14, 1902.
Special Notice 1250.

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 20, 1903.
Please refer to file 10695.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—It seems Wabash R. R. is using rate of $1.40 per net ton from E. St. Louis to Detroit, Mich., on Bulk Salt, which originates west of the Mississippi River.

Will you kindly advise if this rate has ever been passed upon by the St. Louis Freight Committee; if not, will you please take the matter up with the Wabash and ascertain if they are willing to cancel it. It seems if the rate is not to be cancelled it should be considered by the St. Louis Committee and necessary recommendations made to this office.

Yours respectfully,

J. F. Tucker, Chairman."

Official Classification basis 6th class 15 cts. per 100 lbs. Salt Rock C. L. when from points west of St. Louis, to Cleveland, 10 cts.

Information 3781. Special Notice 1292 1-10-1903.

Wabash Tariff 28.777 Corrected Special Salt Tariff.

"June 6, 1903.
4007.

Mr. J. F. Tucker, CFA., Chicago, Ill.

Dear Sir:—Yours May 20th, file 10695, has been duly considered by the Committee at meeting 5th and I was authorized to reply that: "The Wabash representatives having stated that they were unwilling to withdraw the rate of $1.40 per net ton, as per Wabash Salt Tariff No. 28777, corrected, ICC. 1087, corrected, Nov. 17th, 1902 and the present general basis now is used on Salt not having been authorized by the Central Freight Ass'n the subject was laid on the table. Respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 19, 1904.

Please refer to file 11585.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—We note that the Chicago & Alton has issued

tariff G. F. D. 11769, effective the 22nd inst., naming rate of $1.40 per ton on bulk salt, in carloads, from East St. Louis to St. Charles, Mich.

This is for your information.

Yours very truly,

J. F. Tucker, Chairman."

The above exhibit is marked "Complainant's Exhibit Fraser No. 733."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to Lumber rates, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 6, 1900.

Please refer to file Inf. 1878.

Messrs:

R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis.

H. M. Griggs, Chairman, Peoria Frt. Committee, Peoria.

J. F. Woffindin, Chairman, Chicago Frt. Committee, Chicago.

Gentlemen:—Referring to the subject of rates from Chicago, Peoria and East St. Louis to points in Central Freight Association territory on lumber originating at Pacific Coast.

In order to have a proper understanding as to what rates from Chicago and Peoria should be on and after January 1st on traffic mentioned, it is suggested that conference of your committees be held to consider the matter.

Please advise when the roads members of your respective committees will be in a position to meet with other roads interested, and oblige, Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 8, 1900.

Please refer to File Inf. 1878.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—The following is received from Mr. L. L. Hyde, A. G. F. A. of the C. C. C. & St. L. Ry.:

'Referring to Information Circular No. 1878, rates on lumber from the south of the Ohio River points to C. F. A. Territory. We feel that we should not carry higher than Lafayette rates from East St. Louis to Attica, Ind., and would thank you to authorize accordingly.'

Please advise views of your committee in the matter, and oblige, Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, January 15, 1900.

Subject:—Proposed rate on Lumber, C. L., from East St. Louis, Ill. to Attica, Ind.

Advice Letter—No. E 659

To the General Freight Agents,

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

'Your information No. 1878, December 5, 1899, regarding proportional rates on Lumber, C. L., East St. Louis, Ill. to Attica,Ind.

This is to advise that subject was considered at meeting held the 11th instant, and the following action taken:

'Whereas, C. F. A. Information No. 1878, authorizes proportional rate of 8 cents per 100 lbs. on lumber, C. L.,

from East St. Louis, Ill to Lafayette, Ind., and to Attica, Ind. 9 cents per 100 lbs.; be it

Resolved, That the individual roads members of this Committee recommend to Central Freight Association that Information No. 1878 be amended authorizing rate from East St. Louis, Ill. to Attica, Ind. 8 cents per 100 lbs., same as to Lafayette, Ind., Attica being an intermediate point.'

Please advise if Information No. 1878 will be amended in accordance with the above, and oblige.

Please note on the enclosed blanks your views as to the foregoing proposition, and oblige,

Yours very truly,
J. F. Tucker, Chairman."

"Rate to Attica only rate to change agreed by Rate Clerks at meeting Feby. 6, 1900.

No record made in Proceedings.

2-6-19."

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station

St. Louis, Mo., Jan. 25, 1900.
File 4008.

To the Members of the Freight Committee,

Gentlemen:—I am today in receipt of the following letter from a member of this Committee.

"I am advised that some line is protecting a 7 cent rate on common logs from East St. Louis to Indianapolis when coming from beyond. The tariff rate appears to be 8 cents per 100 lbs., as shown in your Joint Tariff No. 110. I would be glad to have you ascertain whether any of the Eastbound Lines have in force a rate less than 8 cents per 100 lbs., on this traffic."

The rate of 8 cents per 100 lbs., is the authorized rate, published in this Committee's Tariff No. 110.

Please advise if you have tariff in effect, naming rate of 7 cents or if your road has authorized or quoted the rate of 7 cents on this traffic.

A prompt reply is requested. Respectfully,

R. M. Fraser, Chairman."

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Jan. 31, 1900.

File 4008.

To the members of the Freight Committee,

Gentlemen:—Referring to Circular Letter January 25th, 1900, inquiring as to whether any of the roads, members of this Committee, had published or were protecting a 7 cent rate on Common Logs, C. L., from East St. Louis to Indianapolis, Ind. (when from beyond.)

This is to advise, that, I am in receipt of replies; all roads advising, that, they have not published and are not protecting any other than the authorized rate of 8 cts. per 100 lbs., as published in this Committee's Joint Tariff No. 110.

This for your information. Yours truly,

R. M. Fraser, Chairman."

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., March 23, 1900.

Files 3206 & 4008.

To the members of the Freight Committee,

Gentlemen:—At meeting of the Freight Committee 21st., inst., letter from Chairman of the Chicago Committee, regarding conference meeting of the Chicago, Peoria and St. Louis Committee's, to check rates on Lumber to Central Freight Ass'n points, also Lumber from Pacific Coast points to same territory, was considered and the Chairman instructed to write Chairman Woffindin, that it will be agree-

able for this Committee to attend meeting in this office, Monday 26th inst., 1:30 P. M. Mr. Woffindin was advised of the above, by letter, 21st inst. and the following telegram was received P. M.

"Chicago,Ill. 3-22.

R. M. Fraser, Replying to your letter of twenty first Chicago Committee will be on hand at time mentioned. Will you please also docket for same meeting joint check of grain and grain products rates from Chicago, Peoria and St. Louis.

J. F. Woffindin., 2:55 P. M."

Will you please therefore be present or authoritatively represented at meeting in this office, Monday March 26th, 1:30 P. M. sharp, to confer with the Chicago and Peoria Committees and check rates on Lumber, Grain and Grain Products to Central Freight Ass'n Territory.

If you cannot be present please do not fail to instruct your representative regarding the reissue of Special Notice No. 966, in line with authorized rates to Western Termini, providing for rates on Corn to points named at same rates as other Grain and to eliminate Cincinnati, Louisville, Jeffersonville and New Albany, as the St. Louis-Cincinnati-Louisville Freight Committee name rates to those points.

Respectfully,

R. M. Fraser, Chairman."

"Proceedings of a Conference Meeting between the Chicago, Peoria and St. Louis Committees, held in the Committee rooms of the St. Louis Committee, St. Louis, Mo.

Monday, March 26th, 1900.

Representation:

Chicago Committee:

B. & O. R. R., A. P. Bigelow by T. J. Cook.

C. C. C. & St. L. Ry., C. Tillinghast by Ford Woods.

C. & E. R. R., H. W. Forward, by F. W. Fairbairn.
C. & E. I. R. R., Wm. Campbell, by B. H. Harris.
C. I. & L. Ry., C. H. Rockwell, by C. E. Fulton.
C. & G. T. Ry., David Brown, by H. C. Martin.
L. S. & M. S. Ry., M. S. Chase.
M. C. R. R., W. MacMillan, by J. H. Brown.
N. Y. C. & St. L. R. R., Jas. Webster.
P. C. C. & St. L. Ry., C. W. Randall, by J. D. Couffer.
Penna. Company, Wm. Borner, by E. T. Wood.
Wabash R. R., E. R. Newman, by E. G. Wylie.

Peoria Committee:

C. C C. & St. L. Ry., Ford Woods, H. M. Griggs.
C. & A. R. R., G. B. Birch.
C. B. & Q. Ry., M. N. Bush.
C. P. & St. L. Ry., A. N. Morton, C. W. Galligan.
C. R. I. & P. Ry., E. C. Coffey.
Iowa Central Ry., M. J. Dunn.
L. E. & W. Ry., M. A. Wheeler.
P. D. & E. Ry., A. G. Palmer, G. A. Smith.
T. H. & I. Ry., John Fitzpatrick.
T. P. & W. Ry., D. Mowat.

St. Louis Committee:

B. & O. S. W. R. R., T. J. Cook.
C. C. C. & St. L. Ry., W. D. Holiday, H. S. Bradley.
C. & A. Ry., G. B. Birch.
C.P. & St. L. Ry., C. W. Gailigan.
I. C. R. R., G. W. Becker.
L. E. & St. L. R. R., C. D. Morris.
T. H & I. Ry., N. W. Taylor.
T. St. L. & K. C. Ry., W. J. Scott.
Wabash R. R., E. G. Wylie.

Also present:

J. F. Woffindin, Chairman, Chicago Committee, R. M. Fraser, Chairman, St. Louis Committee, J. C. Mangus, C. H. & D. Ry.

On motion, Mr. J. F. Woffindin was selected Chairman and Mr. E. T. Wood, Secretary.

The meeting was called to order at 2 P. M.

Chairman: The meeting is called to consider what rates shall apply from Chicago, Peoria and E. St. Louis on lumber and articles taking lumber rates to points in Central Freight Association territory in line with the rates which have been recently authorized from Benton Harbor, St. Joseph, Michigan City and other points to Central Freight Association territory; also, the rates which shall apply on those articles originating at Pacific Coast territory; and to check rates on grain and grain products from Chicago, Peoria and E. St. Louis to Central Freight Association territory. The Peoria Committee, at a meeting held this date, considered an application made by the Glucose Sugar Refining Company for reduction in the rating on glucose syrup and adopted the following resolution:

"Resolved: That the application from the Glucose Sugar Refining Company for reduction in the rating on glucose syrup be referred to joint meeting of the Chicago, Peoria and St. Louis Committees, which will be held this date."

At a recent meeting of the Chicago Committee this question was considered, when it was decided to refer it to Chairman Tucker, without recommendation. If there is no objection we will take up this subject before proceeding with the docket.

There being no objection this matter was considered and the following was unanimously adopted:

Resolved: That the application of the Glucose Sugar Refining Company for reduction in rating on glucose syrup be referred to the Central Freight Association for consideration at its next meeting.

1. Rates on Lumber and articles taking Lumber rates

from Chicago, Peoria and E. St. Louis to points in Central Freight Association territory.

The following was offered:

Resolved: That the present authorized rates on lumber and articles taking lumber rates from Chicago, Peoria and East St. Louis to Central Freight Association points, be continued.

The C. & E. I. R. R. voted aye on the above resolution, with the understanding that the rates now published to points on its own line will be continued and there being no objection thereto, the resolution was adopted.

2. Rates on Lumber and articles taking Lumber rates originating at Pacific Coast points destined to Central Freight Association territory via Chicago, Peoria and E. St. Louis.

The following was unanimously adopted:

Whereas: The rates from Pacific Coast on lumber and articles taking lumber rates are not uniform by the northern and southern routes to Chicago, Peoria and East St. Louis, therefore, be it,

Resolved: That we recommend that on lumber and articles taking lumber rates from Pacific Coast points, that Chicago, Peoria or East St. Louis lines be authorized to reduce their local rates to points in Central Freight Association territory on this traffic to the extent requisite to equalize the rates from Pacific Coast points to Chicago, Peoria or East St. Louis, thus establishing the same through rates from Pacific Coast points to destination via any of three gateways named.

3. Central Freight Association Circular No.1143. Authorizing proportional rates on Lumber, etc., originating at Pacific Coast points.

The following was adopted:

Resolved; That if the foregoing resolution relating to lumber, etc., from Pacific Coast is authorized, we recommend that Central Freight Association Circular No. 1143 be cancelled simultaneously.

4. Rates on Grain and Grain Products from Chicago, Peoria and East St. Louis to Central Freight Association territory west of the Trunk Line Western Termini.

The following was adopted:

Resolved: That the present authorized rates on grain and grain products from Chicago, Peoria and East St. Louis to points west of the Trunk Line western termini, including Indianapolis and Ohio River points be maintained, with the Trunk Line western termini rates as a maximum.

The above resolution will not affect rates to points in Northern Michigan which are higher than the rates to Trunk Lines western termini.

The representatives of the Wabash, T. St. L. & K. C. and N. Y. C. & St. L. Railroads desire it to appear on the record that they did not vote on the above resolution, for the reason that they may find it advisable in their interest to reduce the present rates on grain and grain products to Detroit, Toledo and Cleveland, but before doing so they will give sufficient notice to the Central Freight Association to enable all roads to meet any reduction they may make, effective on the same date.

On motion, Adjourned.

E. T. Wood, Secretary." J. F. Woffindin, Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 18, 1900.

Please refer to file No. Inf. 2154.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 17th instant,

file 4008, regarding proper rates applicable on Pacific Coast lumber from East St. Louis.

Uuder even date I telegraphed you as follows:

"In view of position taken by one of the St. Louis roads that higher rates cannot be charged on Pacific Coast lumber than named in your tariff one ten, the matter should be presented to your committee to-day with a view of having understanding reached."

In explanation of the above would state that the B. & O. S. W. R. R. claims it is impracticable to charge on Pacific Coast lumber forwarded via East St. Louis higher rates than are named in your tariff No. 110. It is consequently necssary that the position of the roads, members of your committee, be made known to initial lines at Peoria and Chicago as early as possible.

Yours very truly,

J. F. Tucker,
Chairman."

"April 19, 1900.
4008.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to your several telegrams and letters (Inf. 2154) regarding rates on Pacific Coast Lumber.

The correspondence was submitted to the Committee at meeting yesterday and after a general discussion on the subject the following resolution was adopted by a majority vote.

"Resolved, That, it is the sense of this Committee, that their tariff showing rates on lumber from East St. Louis be amended if necessary so that it will be understood that the proper rates to apply on lumber and articles taking lum-

ber rates, originating at Pacific Coast Points be the 6th class rates from East St. Louis."

One of the members voted in the negative, it being his understanding, that at meeting of Chicago, Peoria and St. Louis Committees, held in St. Louis on March 26th, it was stated, that the lines leading from East St. Louis could not, in any case, charge higher than the Commodity Lumber Rates, which are applied locally from that point, further that the proceedings of the meeting referred to, provide "that Chicago, Peoria and St. Louis lines be authorized to reduce their *local* rates to points in Central Freight Ass'n territory to the extent requisite to equalize the rates from Pacific Coast points to Chicago, Peoria or East St. Louis, thus establishing the same through rates from Pacific Coast points to destination via any of the three gateways named."

I trust that the above information will be satisfactory.

Very respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, April 24, 1900.
Please refer to file Inf.-2154.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Frt. Com.,
St. Louis, Mo.

Dear Sir: Referring to your favor of the 19th inst., your file 4008, subject of proper rates applicable on Pacific Coast lumber forwarded via East St. Louis:

Under date the 23rd instant, G. F. A. McLaughlin writes as follows:

"To carry out the resolution of the St. Louis Committee, it will be necessary for all the roads to issue notice that their

rates will not apply locally. If all the roads are willing to do this, we will do likewise."

Will you kindly take the matter up with the initial lines at East St. Louis and have them arrange to issue the necessary notice to the effect that the rates named in your tariff No. 110 will not be applied on shipments from Pacific Coast and 6th class rates will be used unless through rates via Chicago or Peoria render necessary less rates in order to equalize the through rates.

The Chicago and also the Peoria lines are very anxious that this matter be disposed of without delay so that they can issue their tariffs in line with Information No. 2154, providing all lines at East St. Louis are agreeable thereto.

Please advise what is done in the matter.

Yours very truly,

J. F. Tucker,
Chairman."

"The Western Union Telegraph Company.

(Regular printed blank)

Received at Union Station, St. Louis, Mo., Standard time.

No. 22 A SG. SV. 59 D. H.

Chicago, Ill., April 27, 1900.

R. M. Fraser,
St. Louis, Mo.

Referring to information twenty one fifty-four rates on Pacific Coast lumber. It is considered absolutely necessary that a meeting of Chicago, Peoria and East St. Louis committees be held to check in specific rates and it is suggested that meeting be held at Indianapolis Wednesday May sixteenth, please advise quick if acceptable to your road. Information 2154.

J. F. Tucker, 110 PM."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, May 8, 1900.

Subject—Call for Meeting.

Advice Letter—No. F. 1. 4½.

To the Eastbound roads from Chicago,
Peoria and East St. Louis.

Gentlemen: A meeting of your companies is hereby called at Chairman Fraser's office, Union Station, St. Louis, Mo., Wednesday, May 16, 1900, at 10:30 A. M., for the purpose of checking in specific rates from Chicago, Peoria and East St. Louis to points in Central Freight Association territory on lumber and shingles, in carloads, originating at Pacific Coast points. This recheck is necessary in order to equalize with the through rates in effect via the various gateways.

Kindly arrange to be on hand promptly, as it is important that these rates be checked in, since many of the lines interested are anxious to issue their tariffs naming the specfic rates to apply from the gateway at which they are an initial road.

Yours very truly,
J. F. Tucker,
Chairman."

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman,
404-406 Union Station.
St. Louis, Mo., May 14, 1900.
File 4008.

To the Members of the Freight Committee,

Gentlemen: Referring to call, issued by Central Freight Ass'n (Advice Letter F-141½, May 8th) for Joint Meeting to be held in this Office, Wednesday, May 16th, at 10:30 A. M. for purpose of checking in specific rates from

Chicago, Peoria and East St. Louis to points in C. F. A. Territory on Lumber and Shingles, C. L. originating at Pacific Coast points, etc.

Please do not fail to be present promptly at the hour named, greatly obliging.

Yours truly,
R. M. Fraser,
Chairman."

"Proceedings of a conference meeting between the Chicago, Peoria and St. Louis Committees, held in the Committee rooms of the St. Louis Committee, St. Louis Mo., Wednesday, May 16th, 1900.

Representation:

Chicago Committee:

B. & O. R. R., A. P. Bigelow, by T. J. Cook.
C. C. C. & St. L. Ry., C. Tillinghast, by H. C. Bell.
C. & E. R. R., H. W. Forward, by F. W. Fairbairn.
C. & G. T. Ry., David Brown, by J. F. Woffindin.
L. S. & M. S. Ry., M. S. Chase, by J. F. Woffindin.
M. C. R. R., W. Macmillan, by J. H. Brown.
N. C. & St. L. R. R., Jas. Webster, by J. F. Woffindin.
P. C. C. & St. L. Ry., C. W. Randall, by M. S. Connelly.
Penna Company, Wm. Borner, by J. F. Woffindin.
Wabash R. R., E. R. Newman, by J. S. Van Leer.

Peoria Committee:

P. & E. Ry., Ford Woods, H. M. Griggs.
P. D. & E. R. R., E. L. Burbank.

St. Louis Committee:

B. & O. S. W. R. R., T. J. Cook.
C. C. C. & St. L. Ry., W. D. Holiday, H. S. Bradley, H. C. Bell.
C. & A. R. R., G. B. Birch.
I. C. R. R., F. H. Law.

T. H. & I. Ry., G. L. Stevens.
T. St. L. & K. C. Ry., R. H. Sheill.
Wabash R. R., J. S. Van Leer.
Also present:
Mr. R. M. Fraser, Chairman, St. Louis Committee.

The meeting convened at 11 A. M., and with the exception of a recess for lunch continued in session until 5 P. M.

On motion, Mr. J. F. Woffindin was elected Chairman.

Chairman: This meeting is called to establish specific rates from Chicago, Peoria and East St. Louis to points in Central Freight Association territory on lumber and articles taking lumber rates which originate at Pacific Coast points, the object being to provide such rates as will when added to the rates from Pacific Coast points to the gateways, named make the same through rates from the points of origin to destination via which ever gateway the shipment is routed. The first point to be settled is will the East St. Louis lines apply sixth class rates on this traffic east of St. Louis when the sixth rate added to the rate from Pacific Coast to East St. Louis does not make a higher rate than the sixth class rate from Chicago added to the rates thereto from Pacific Coast, or will the proportional rates published in St. Louis Eastbound Freight Committe joint tariff No. 110 be the maximum rates which apply on this traffic.

After discussion, it was the opinion of the East St. Louis lines that the rates in tariff refered to will be the maximum they can charge on account of the rates applying locally from East St. Louis and the following was adopted:

Resolved, That this committee proceed to check rates from Peoria and Chicago, on lumber and shingles, originating in the State of Washington, destined to Central Freight Association territory.

The check developed the fact that with few exceptions, most of which are provided for by the rates authorized by

the C. & O. R. Committee, the sixth class rates from Chicago when added to the rates from the state of Washington, are not higher than the combination of the rates from the state of Washington to East St. Louis and the proportional rates in effect from East St. Louis to points in Central Freight Association territory, and it was the sense of the committee that sixth class basis be applied from Chicago and that the rates from Peoria be made the same as from Chicago.

Rates on Lumber and Shingles from Oregon Points.

After discussion it was deemed inexpedient to publish proportional rates from Chicago and Peoria to C. F. A. points on lumber and articles taking lumber rates from Oregon points to equalize rates published in Trans-Continental tariff No. 236, to Mississippi River and Chicago common points, for the reason that the publication of same would have a tendency to jeopardize the maintenance of local rates, and the following was adopted:

Resolved: That we recommend that Central Freight Association Information No. 2154, of April 2nd, 1900, be amended as follows:

1st. The proportional rates from Chicago, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to East St. Louis or Peoria, plus the established local rates from the latter points.

2nd. The proportional rates from Peoria will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or East St. Louis, plus the established local rates from the latter points.

3rd. The proportional rates from East St. Louis will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or Peoria, plus the established rates from the latter points.

4th. The established local rates from East St. Louis, Ill.

1781

being the same as shown in Central Freight Association Information No. 1878, of December 5th, 1899, it is permissible for the lines leading from Chicago and Peoria to equalize with the rates specified in Information No. 1878, from East St. Louis.

It was the sense of the Committee that if the foregoing recommendation is made effective it will provide relief from any inequalities which may exist in adding the rates on lumber and articles taking lumber rates east of Chicago, Peoria and East St. Louis to Central Freight Association (via any of the gateways named as against the others) to the rates from Pacific Coast points respectively to Chicago, Peoria and East St. Louis.

On motion, Adjourned.

J. F. Woffindin,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block
Chicago, November 6, 1900.

Subject—Call for Meeting.
Advice Letter No. F. 6665½.

To the Initial Eastbound Roads from Chicago,
Peoria and East St. Louis, Ill.

Gentlemen: A meeting of your companies is hereby called at Chairman Fraser's office, Rooms 404 to 406, Union Station, St. Louis, Mo., Friday November 9th, 1900, at 10:30 A. M., for the purpose of considering the subject of rates on lumber and forest products, in carloads, originating at Pacific and destined to points in Central Freight Association territory.

It seems that the rates through the Chicago, Peoria, and East St. Louis gateways are not equalized to all points, and the subject is to make such adjustment as will bring about this result.

Please therefore do not fail to be present or authoritatively represented, and thus prevent delay in disposing of the matter.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 6, 1900.
Please refer to file 7330.

Messrs. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.; H. M. Griggs, Chairman, Peoria Freight Committee, Peoria; B. E. Connell, Chief Clerk, Chicago Freight Committee, Chicago.

Gentlemen: Herewith please find copy of Circular Letter calling meeting of Chicago, Peoria and East St. Louis Committees at St. Louis, Friday, November 9th, 1900, for the purpose of considering the subject of equalizing rates on lumber and forest products ex-Pacific Coast.

Yours very truly,
J. F. Tucker, Chairman."

Enclosure.

"Proceedings of a Meeting of the Chicago, Peoria and St. Louis Committee, held at St. Louis, Mo., Friday, November 9th, 1900.

Representation:

Chicago Committee—B. & O. R. R., A. P. Bigelow, by Ed. Keane; C. C. & St. L. Ry., C. Tillinghast, by H. S. Bradley; C. & E. R. R., H. W. Forward, by F. W. Fairbairn; G. T. Ry. System, David Brown, by H. C. Martin; L. S. & M. S. Ry., M. S. Chase, by H. C. Martin; M. C. R. R., F. Zimmerman; N. Y. C. & St. L. R. R,, Jas. Webster, by B. E. Connell; P. C. C. & St. L. Ry., C. W. Randall, by J. D. Couffer; Penna. Company, Wm. Borner, by

J. D. Couffer; Wabash R. R., E. R. Newman, by E. G. Wylie.

Peoria Committee—C. C. C. & St. L. Ry., H. M. Griggs; Ill. Central R. R., G. A. Smith; L. E. & W. R. R., M. A. Wheeler; T. P. & W. Ry., D. Mowat; T. H. & I R. R. (Vandalia), J. Fitzpatrick, G. L. Stevens.

St. Louis Committee—B. & O. S. W. Ry., Ed. Keane; C. & A. R. R., J. L. Murphy; C. P. & St. L. Ry., W. M. Bushnell; C. C. C. & St. L. Ry., H. S. Bradley; T. H. & I. Ry., G. L. Stevens; Wabash R. R., E. G. Wylie; T. St. L. & W. Ry., R. H. Sheill.

The meeting convened at 10:45 a. m.

On motion, Mr. H. M. Griggs was unanimously elected Chairman of the meeting and Mr. B. E. Connell, Secretary.

I. Rates on Lumber and Shingles from Pacific Coast Points to Central Freight Association Territory.

The meeting was called for the purpose of lining up rates on lumber, shingles, etc., from Pacific Coast points to Central Freight Association territory via Chicago, Peoria and East St. Louis.

The following was adopted:

Resolved: That we recommend to the Central Freight Association that a joint request be made upon the Trans-Continental Lines to publish specified through rates, based on lowest combinations, on lumber and shingles, in carloads, from Pacific Coast points to Central Freight Association territory, same to be prorated on agreed divisions east and west via Chicago, Peoria and St. Louis, with the local rates East of Chicago, Peoria and St. Louis as a maximum, the rates to be subject to Official Classification minimums.

It was understood that when this recommendation is submitted to the Central Freight Association, it will be with the suggestion that a committee be appointed consisting of

three representatives from each of the gateways, to agree upon the best means or method of having these tariffs published.

The following were adopted:

Resolved, That until this question is adjusted between the Central Freight Association and the Trans-Continental railroads, proportional rate of 7½ cents per 100 lbs. be applied on shipments of lumber, shingles, etc., in carloads, from Pacific Coast points to the following points in Central Freight Association territory, viz.:

Brazil, Ind.; Brown's Valley, Ind.; Carbon Ind.; Cayuga, Ind.; Coal Bluff, Ind.; Ellsworth, Ind.; Grant, Ind.; Guion, Ind.; Hillsdale, Ind.; Ladoga, Ind.; Rosedale, Ind.; Sand Creek, Ind.; Terre Haute, Ind.; Waveland, Ind.

Resolved, That the Chicago Committee be requested to take up the subject with the C. & E. I. R. R. and the C. I. & L. Ry., requesting them to maintain agreed rates.

II. Rates on Grain and Grain Products, in Carloads, from East St. Louis and Upper Mississippi River East Bank Points to Central Freight Association Territory.

Correspondence was presented relating to rates proposed in Central Freight Association Advice Letter No. F. 664, on grain and grain products, in carloads, from East St. Louis and Upper Mississippi River east bank points to Central Freight Association territory, the proposed rates to a number of points in Michigan being considerably lower than the authorized rates from Chicago to the same points.

The following was adopted:

Resolved, That the question raised in the correspondence regarding rates on grain and grain products, in carloads, from East St. Louis and Upper Mississippi River east bank points, be referred to a subsequent meeting of the Chicago, Peoria and St. Louis Committees, together with representatives of the Upper Mississippi River roads and

across lake lines, said meeting to be called by Chairman Tucker.

It was suggested that this meeting be held at Chicago on Friday, November 23rd, 1900.

On motion, adjourned.

H. M. Griggs, Chairman.

B. E. Connell, Secretary."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 3, 1900.

Please refer to file E-926½.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—Referring to your favor of the 31st ultimo, file 4008, regarding application of lumber rates on wagon material through East St. Louis and Ohio River crossings.

Can you not advise "why the representation present could not remedy the situation?"

With reference to the Committee on Relations with Southern Roads considering this subject, would advise that it seems it is entirely proper for them to handle the matter as it relates to the application of proportional lumber rates on wagon material originating at points beyond East St. Louis and Ohio River crossings, and we understand that if this wagon material from the south is charged at authorized rates no difficulty will be experienced in having same done with shipments from Ohio River crossings and East St. Louis proper. We are positive that all shipments of wagon material on which lumber rates have been applied at Evansville originated south of Evansville. At least any information we have points to that fact.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.
8th Floor Monadnock Block.
Chicago, April 30, 1900.

Subject:—Call for Meeting.
Advice Letter—No. F 100½.

To the Initial Northbound Lines from East St. Louis, Cairo, Thebes, Evansville, Louisville and Cincinnati:

Gentlemen:—Referring to subject No. 3125, page 88, C. F. A. Proceedings, April 11-12, 1900, relative to subject of applying lumber rates on wagon wood, including hubs and spokes, sawed or turned to shape, also tenoned spokes and hubs not further finished than bored, mortised and primed, in carloads:

As provided in the recommendation adopted in connection with this matter, a conference between your companies and the roads operating from the south into East St. Louis, Cairo, Thebes, Evansville, Louisville and Cincinnati has been arranged and same will be held at Southern Hotel, St. Louis, Mo., Wednesday, May 9th, 1900, at 10:00 A. M., both Chairman Cale of the Southwestern Freight Committee and Chairman Washburn of the Southeastern Mississippi Valley Freight Association having advised that their roads will be represented on said date.

Please, therefore, take particular care to be present or authoritatively represented at the meeting referred to above, as it is important that the subject be disopsed of without further delay.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, May 3, 1900.
Please refer to File D-853.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—Herewith please find copy of Advice Letter F-100½ calling meeting of north and southbound lines from East St. Louis and Ohio River crossings at Southern Hotel, St. Louis, Mo., Wednesday, May 9, 1900, to consider the subject of applying lumber rates on wagon material.

Will you kindly arrange with the Manager of the Southern Hotel for Committee Room in which to hold conference referred to, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

Enclosure."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, April 30, 1900.

Subject:—Call for Meeting.

Advice Letter—No. F. 100½.

To the Initial Northbound Lines from East St. Louis, Cairo, Thebes, Evansville, Louisville and Cincinnati:

Gentlemen:—Referring to subject No. 3125, page 88, C. F. A. Proceedings, April 11-12, 1900, relative to subject of applying lumber rates on wagon wood, including hubs and spokes, sawed or turned to shape, also tenoned spokes and hubs not further finished than bored, mortised and primed, in carloads:

As provided in the recommendation adopted in connection with this matter, a conference between your companies and the roads operating from the south into East St. Louis, Cairo, Thebes, Evansville, Louisville and Cincinnati has been arranged and same will be held at Southern Hotel, St. Louis, Mo., Wednesday, May 9, 1900, at 10:00 A. M., both Chairman Cale of the Southwestern Freight Comtee and Chairman Washburn of the Southeastern Missis-

sippi Valley Freight Association having advised that their roads will be represented on said date.

Please, therefore, take particular care to be present or authoritatively represented at the meeting referred to above, as it is important that the subject be disposed of without further delay.

Yours very truly,

J. F. Tucker, Chairman."

"Proceedings at a conference of representatives of North and Southbound Lines from East St. Louis, Cairo, Thebes, Evansville, Louisville and Cincinnati, held at the Southern Hotel, St. Louis, Missouri, Wednesday, May 9, 1900.

Representation—

B. & O. S. W. Ry., T. J. Cook.
C. C. C. & St. L. Ry., H. S. Bradley.
C. P. & St. L. Ry., C. W. Galligan.
C. H. & D. Ry., E. J. Hutchinson.

Cincinnati Southern (C. N. O. & T. P. Ry.), E. E. Williamson.

C. B. & Q. R. R., W. S. Easton; W. R. Rowe.
C. & A. R. R., G. B. Birch.
C. & E. I. R. R., H. R. Griswold.
E. & T. H. R. R., H. R. Griswold.
Ill. Cent. R. R., Geo. W. Becker.
L. & N. R. R.; N. C. & St. L. R. R., C. B. Compton; D. M. Goodwin.
M. & O. R. R., J M. Denyven.
Mo. Pac. R. R., W. B. Knight.
P. C. C. & St. L. Ry., M. S. Connelly.
Southern Ry., T. C. Powell.
St. L. & S. W. Ry., B. M. Haile.
T. H. & I. R. R., G. L. Stevens, G. W. Schwartz.
T. St. L. & K. C. R. R., W. J. Scott.
The Wabash R. R., P. W. Coyle.

Meeting convened at 11:30 A. M.

On motion, Mr. Paul P. Rainer was elected Chairman and Mr. R. M. Fraser Secretary of the meeting.

The Chairman stated that the meeting had been called at the request of the Central Freight Association for the purpose of correcting existing evils of applying Lumber rates on Wagon Wood, including Hubs and Spokes, sawed and turned to shape; also, tenoned Spokes and Hubs not further finished than bored, mortised and primed, in carloads.

In order to arrive at a proper understanding as to how rates were being made at the present time, the Southern and Western lines were asked whether they published through rates via the respective Ohio and Mississippi River crossings to eastern points or made the rates on the combinations in effect to and from the respective Ohio and Mississippi River crossings. Replies being to the effect that the rates are invariably based on the prevailing combinations via the respective Ohio and Mississippi River gateways and in no case lower through rates were made than such combinations, it was the view of the Committee, that the adjustment of rates rests entirely with the lines leading north of the Ohio and east of the Mississippi Rivers, respectively; consequently the vote upon the various measures introduced was confined to representatives of such roads.

A lengthy discusson then ensued, during which it developed that the Illinois Central R. R. had a through rate of 18c per hundred pounds in effect from Greenfield and Jackson Tenn., to Chicago, which through rate was also in effect via the Mobile & Ohio R. R., and it was thought that no advance in or restoration of rates could be had unless the rate from Greenfield and Jackson, or at least the rate from Cairo and East St. Louis to Chicago, was advanced.

Several measures were introduced, and while on some

of them the affirmative exceeded the negative by one or two votes, it was nevertheless thought inadvisable to consider such measures adopted because of the closeness of the vote, and the following was finally adopted:

Recommended, to the C. F. A., that all lines be authorized to apply lumber rates on Vehicle Stock or stuff in carloads, which under the Official Class'n., takes rating of 5th class or lower, from all Ohio River Crossings and East St. Louis to C. F. A. and C. & O. R. R. Territory. This to supersede all other authority.

Adopted by vote; affirmative 9, negative 2, not voting 2, total 13.

There being no further business, meeting adjourned at 6:00 P. M.

Paul P. Rainer, Chairman.

R. M. Fraser, Secretary."

"The Western Union Telegraph Company.

(Regular printed blank.)

Number 15-a Sent by Sg. Received by S 20 D. H. 1223 P
Received, at Union Station 5-10
Dated Chicago, Ill. 10
To R. M. Fraser:

Can you mail me to-day copy yesterday's conference meeting regarding application Lumber rates on wagon wood, hubs, spokes, etc? Ans.

C. E. Fulton."

Above exhibit is marked "Complainant's Exhibit Fraser No. 734."

Complainant offers in evidence certain portions of the file of Mr. R. M. Fraser with the Interstate Commerce Commission in the year 1902, as follows:

"Auditor's Office Interstate Commerce Commission, 5677 Jan. 22, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., Jany. 20, 1902.
4018

Advice No. 632.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission, copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
Amendment No. 6 to I. C. C. A 61. Joint Tariff No. 110, Amendment No. 6	Jany. 25, 1902	Lumber to C. F. A. points.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office, Interstate Commerce Commission, 13159 Mar. 26, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.
4018
St. Louis, Mo., March 24, 1902.

Advice No. 633.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
I. C. C. No. A-68	April 5th, 1902	Lumber to Trunk Line territory.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office, Interstate Commerce Commission, 21182 May 19, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 17, 1902.
4018.

Advice No. 634.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies or tariffs as follows:

Issue and number.	Date taking effect.	Description.
A. 60	May 21, 1902	Brick, Clay, etc., to C. F. A. points.
Amendment 2 A. 67.	May 21, 1902	Special Iron & Steel to C. F. A. points.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office, Interstate Commerce Commission, June 2, 1902, 23117.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 31, 1902.
4018.

Advice No. 635.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
Amendment No. 3 to I. C. C. No. A-67.	June 5, 1902	.....Iron and Steel Rates to C. F. A. points.

R. M. Fraser, Chairman.
Per G."

"Auditor's Office, Interstate Commerce Commission, 24434 Jun. 11, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., June 9, 1902.
4018.

Advice No. 636.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
Amendment No. 4 to I. C. C. No. A-67.	June 14, 1902	.....Special Iron and Steel Rates.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office, Interstate Commerce Commission, 28147 July 5, 1902.

Advice No. 637.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
I. C. C. A-70.....	July 15th, 1902	Lumber Rates to Trunk Line.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office Interstate Commerce Commission, 29997 Jul. 19, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., July 17, 1902.

Advice No. 638.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Section 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
I. C. C. No. A-70 (Corrected)	August 2nd, 1902....	Cancellation Notice.

R. M. Fraser, Chairman.
Per W. C."

"Auditor's Office, Interstate Commerce Commission 29998 Jul. 19, 1902.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., July 17, 1902.
4018.

Advice No. 639.

Mr. J. M. Smith, Auditor, Interstate Commerce Commission, Washington, D. C.:

Dear Sir:—In compliance with the requirements of Sec-

tion 6 of the "Act to regulate Commerce" I transmit herewith, for filing with the Commission copies of tariffs as follows:

Issue and number.	Date taking effect.	Description.
I. C. C. No. A-71....	August 1st, 1902....	Cancellation Notice.

R. M. Fraser, Chairman.
Per W. C."

Above exhibit is marked "Complainant's Exhibit Fraser No. 735."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to agreement not to absorb East St. Louis switching, as follows:

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Jan. 16, 1902.
File 4023.

To the Freight Committee:

Gentlemen:—As instructed at meeting 14th inst., I give below copy of letter from a member, which explains itself:

"Will you kindly obtain for me, the position of the various lines in our Committee regarding the absorption of switching on cars delivered to the Damascus Brake Beam Co., East St. Louis? They are located, as I understand it, on the new Terminal Belt, and it is stated to me that our competitors are absorbing Terminal Switching charge."

Please be specific in your reply so that if necessary the answers may be communicated to all members by Circular Letter.

Respectfully,

R. M. Fraser, Chairman."

"ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 15, 1902.
File 4023.

To the Freight Committee:

Gentlemen:—Referring to Circular Letter of January 16th, File 4023, relative to absorbing switching on cars delivered to the Damascus Brake Beam Co., East St. Louis.

I am in receipt of the following replies from all roads, which was submitted at meeting Feb. 14th and I was instructed to issue Circular giving the reply from each individual road.

B. & O. S. W. R. R.:—"Beg to advise we do not know the exact location of Damascus Brake Beam Co., but understand it is on the outer belt, which crosses our line just beyond the V. & C. Belt at the Willows. The Terminal R. R. Assn. should be called on to state what their switching charge would be to and from the various intersecting lines. We have received no information on this point, and neither have we handled any business for the delivery mentioned." Note: At meeting Feb. 14th, B. & O. S. W. R. R. representative agreed not to absorb switching.

C. & A. Ry.:—"We do not absorb switching on shipments delivered to the Damascus Brake Beam Co. at East St. Louis. We would be glad to be advised what answer you receive from other gentlemen to whom you have sent similar letter."

C. P. & St. L. Ry.:—"I beg to say that we have had no business so far consigned to this institution, but we are in receipt of a communication from them, which, I presume, was addressed to all lines at East St. Louis, stating that they would expect us to absorb switching to their plant on any business received by us.

We have as yet taken no action on this letter, and in or-

der that we may know just how to proceed, would be glad if you will advise us just what the other roads are doing."

Note: At meeting 14th, Mr. Bushnell, G. F. A., agreed not to absorb switching.

C. C. C. & St. L. Ry:—"Would advise that we are not absorbing switching on traffic consigned to industries located on the new Terminal belt at East St. Louis.

Note: At meeting Feb. 14th, Mr. Nichols, D. F. A., agreed not to absorb switching.

I. C. R. R.:—"Our agent at East St. Louis advises that we have had no business for the Damascus Brake Beam Co., of East St. Louis. To territory under the jurisdiction of the East-bound Freight Committee, the Terminal switching is added to the rate, except where we have to meet competition of other eastern lines, in which case it would be absorbed."

L. H. & St. L. Ry.:—"It seems this firm is located on the Illinois Transfer Railway new Belt Line, E. St. Louis and that the line has not been formally opened to traffic. However, so far as we know, we would not absorb switching charge in effecting delivery to this concern."

Southern Ry.:—"Beg to advise you that we do not absorb switching on cars delivered to the Damascus Brake Beam Co., East St. Louis, as it is a local industry on the Terminal Railroad Association."

T. H. & I. R. R.:—"Beg to advise that this company sees no reason why the Terminal Railroad Switching from our track to the works of the Damascus Brake Beam Co. should be absorbed by east-bound lines. We understand that this is a uniform charge which all lines are subject to.

"As far as this company is concerned, we have not agreed to take care of same."

The Wabash R. R.:—"Would say that upon investigation we find this firm is located on the new outer Belt Railroad of the Terminal Railroad Assn., viz.: The Illinois

Transfer Railroad. The Terminal people advise that there is no railroad in direct connection with the Illinois Railroad except the Merchants' Terminal. That being the case, we know of no reason why the switching should be absorbed by any of the roads. We have not done so in any instance."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 736."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis East-bound Freight Committee, in regard to maintenance of rates, Mississippi River crossings to eastern points, as follows:

"Proceedings of a meeting of the Chicago East-bound lines held at Chicago, Thursday, March 29, 1900.

Attendance:

C. H. Harkins, representing B. & O. R. R. Co.

C. Tillinghast, representing C. C. C. & St. L. Ry.

David Brown, by B. B. Mitchel, representing C. & G. T. Ry. Co.

S. P. Shane, C. L. Thomas, representing Erie Railroad Company.

H. W. Forward, G. J. Grammer, J. L. Clark, representing L. S. & M. S. Ry. Co.

D. T. McCabe, C. W. Randall, representing Pennsylvania lines.

Wm. Borner, B. B. Mitchell, W. Macmillan, representing M. C. R. R. Co.

Jas. Webster, N. Y. C. & St. L. R. R.

E. R. Newman, Wabash Railroad Co.

The following subjects were considered:

Grain and Grain Products.

Each representative present stated that it was understood by him that all grain and grain products that can be taken at the rates in effect prior to midnight of April 1, 1900, must be actually in possession of the eastern roads on or before midnight of March 31st, and stated for the road each represented:

That we will place in the Chairman's hands before four (4) o'clock Monday afternoon (April 2nd), a complete detailed statement of all such export grain and grain products as we consider we are bound by any arrangement now existing to carry at the rates in effect prior to midnight of April 1st—if any road has none it will so report. The cars shall be given by the number of the car and initial. As to grain in elevators, the elevator shall be specified and the number of bushels of each kind of grain in each so specified elevator; the grain and grain products in both cars and elevators as above shall show the date of the engagements and the consignor and consignee in each case. Such grain and grain products as detailed above the Chief Inspector shall pass at the rates in effect prior to April 1st, and none other.

That we will give the grain in the elevators, as reported under engagement, the precedence.

That each road will by its Chicago representative make a written statement to the Chairman each morning, commencing Tuesday, April 3rd (to reach him at or before eleven o'clock each day) of the grain and grain products moved the day previous at rates in effect prior to April 1st.

Western Trunk Line Committee Tariff No. 412, Effective March 20th, Naming 17½ Cent Rate on Corn, Oats and Their Products, Minneapolis to New York.

This matter was referred to the Chairman to take up with the initial northwestern roads with the endeavor to have it cancelled; failing this, a conference to be arranged for between western and eastern roads.

Applying Mississippi River Basis via Manitowoc and Other East Bank Lake Michigan Ports.

This subject was referred to the regular April meeting for consideration.

Provisions.

The authorized tariff rates from the Mississippi River, Peoria and Chicago are to be absolutely maintained, each road's representative stating that they would at once notify all shippers and connections to this effect; all export bookings or other arrangements on provisions at variance from tariff to be filled on or before midnight of Sunday, April 8th.

The Chairman was instructed to request the St. Louis and Peoria Committees to convene and take similar action.

Arbitraries Demanded by Eastern Roads in Addition to Percentages.

This matter was referred to the Chairman to present at the regular April meeting to the Committee on Relations with Trunk Lines.

Trunk Line Circular No. 1570 of March 15th, in Relation to Change of Lighterage Rules.

The Chairman was instructed to send the action of the Trunk Lines to all interested roads by Advice Letter, and request the Chicago Committee to consider it at their meeting to be held March 30th.

Action at the Conference Meeting with Western Roads Held Wednesday, March 14, 1900.

"That the eastern roads will not accept any interchange

traffic based on Mississippi River divisions that are not in accordance with the agreed legislation of December 22nd, and that the notice issued by the C. R. I. & P. and other western roads in violation of the above cannot be respected as such notice is in violation of the Joint Rate Committee agreement, which agreement requires thirty days' notice, which notice shall be effective on the first of a month."

This action was unanimously re-affirmed.

Miscellaneous Rates.

That each road will decline to accept from connecting lines anything less than the authorized proportions of the authorized through rates, and will maintain the present authorized tariff rates on provisions, agricultural implements, machinery, cotton, lumber and all other commodities, regardless of the point of origin, route or destination of the property, on and after April 1, 1900.

J. F. Tucker, Chairman.

Chicago, March 30, 1900.
File 6482."

"The Western Union Telegraph Company.
(Regular printed blank.)

D. H. No. 206.
March 30. 1900.

J. F. Tucker, Monadnock Block, Chicago, Ill.

Please mail tonight proceedings Special Meeting fifteenth or later regarding matters in your telegram today.

R. M. Fraser."

"The Western Union Telegraph Company.
(Regular printed blank.)

Received at Union Station, St. Louis, Mo. Standard time.
No. 7 A Sg SD 82 DH.

Chicago, Ill., Mch. 30, 1900.

R. M. Fraser:—At a meeting of the Chicago East-bound

roads held yesterday it was unanimously stated that the authorized tariff rates would be charged from today, each road stating that they would at once notify all shippers and connections to this effect. All export bookings or other arrangements on provisions at variance from tariff must be absolutely filled on or before midnight of Sunday April eighth please at once convene your committee and have them take similar action and advise me by wire.

1029 A. M. J. F. Tucker."

"The Western Union Telegraph Company.

(Regular printed blank.)

D. H. Answer D. H.

March 30, 1900.

To Mr. J. F. Tucker, Monadnock Block, Chicago, Ill.

Your wire date. Member this Committee says was his understanding all engagements must be filled thirty first and all authorized rates effective April second. Members this committee arranging accordingly. Wire particulars and follow with letter. Will convene Committee Saturday and advise result.

R. M. Fraser."

"The Western Union Telegraph Company.

(Regular printed blank.)

Received at Union Station, St. Louis, Mo. Standard time.

28 A FB C 4:09 P. M. 38 D. H.

Chicago, Ill., Mch. 30, 1900.

R. M. Fraser, St. Louis.

Your message. Your members understanding is correct excepting there are a few bookings of provisions that cannot be got out before next week. On everything else the rates are to be actually maintained on and after the second.

J. F. Tucker."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

D. H. No. 206.

March 31, 1900.

To J. F. Tucker, Monadnock Block, Chicago, Ill.

Your wires thirtieth. As per your request the St. Louis Committee convened this A. M. The understanding of the St. Louis Committee is in line with action or agreement of executive officers in New York, February twenty eighth and reaffirmed in Chicago March fifteenth as to the maintenance of the agreed authorized rates, effective April second and are in line to conform thereto. The action of the Chicago Lines in extending the time of export booking provisions to April eighth is not authorized so far as we know and cannot be endorsed by this committee.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 2, 1900.

Please refer to File 6482.

Mr. R. M. Fraser, Chairman St. Louis East-bound Committee, St. Louis, Mo.

Dear Sir:—I am favored with your telegram of Saturday, and trust that from today the new condition of affairs as to rates will be prevalent from all gateways.

Yours very truly,

J. F. Tucker, Chairman."

"Proceedings of a meeting to consider dairy product rates, held Tuesday, April 3, 1900.

Attendance:

E. A. Dawson, C. W. Forrester, A. A. Jennings, David Brown, representing Star Union Line.

David Brown, representing Chicago & Grand Trunk and Grand Trunk Ry. System.

W. Macmillan, representing M. C. R. R. Co.

F. J. Reichmann, C. R. Cooper, representing New York Despatch.

E. W. Johnson, Geo. B. Horr, representing M. D. T. Company.

Jas. Webster, representing N. Y. C. & St. L. R. R.

J. M. Blanchard, representing Dairy Dealers' Despatch.

W. M. Hook, representing B. & O. R. R. Co.

J. L. Clark, representing L. S. & M. S. Ry. Co.

H. W. Forward, representing C. & E. R. R. Co.

After consideration of the general situation as to dairy product rates, the following resolution was offered:

"Resolved, that we individually state that we will not from today join western roads or belt lines in any reducton from authorized tariff rates, and will also maintain the authorized tariff rates from Chicago on dairy freight, this regardless of what other lines may do, and will advise all our representatives at once of this our intention; and the Chairman is instructed to obtain the concurrence of the Peoria and St. Louis initial east-bound roads in this section."

The above resolution failing to receive an unqualified affirmative vote, it was deemed advisable to ask for the individual statement of each, which was as follows:

Mr. Dawson: "I will not again go through the farce of voting on a resolution like that. The Union Line is not cutting rates nor making concessions of any kind on dairy freight, has not authorized any western road to do so, nor any belt line, and is not doing so through its own agents, and has no present intention of making concessions of any kind."

Mr. Webster: "Practically the same. We have no ar-

rangements on dairy freight and will not make any, either with western roads, belt lines or with shippers.

Mr. Blanchard: The Dairy Dealers' Despatch has no authority and cannot do anything unless authorized to do so, and stand the same as Mr. Webster on that proposition, both with regard to cars and rates.

Mr. Newman: Our position is the same as outlined by Mr. Dawson so far as Chicago is concerned; know nothing about St. Louis and Peoria.

Mr. Hook: The B. & O. has no arrangements with any western roads or with shippers or with the belt lines, and is in no way deviating from the tariffs, and our intentions in future are to maintain the tariff rates in every respect.

Mr. Brown: Take Mr. Dawson's statement beginning with "The Union Line," substituting the Grand Trunk Dairy Lines, and his sentiments are ours.

Mr. Macmillan: We have not and will not make any arrangements with either shippers, belt lines or western connections on dairy line traffic, at Chicago or elsewhere.

Mr. Johnson: I affirm Mr. Dawson's statement in every particular.

Mr. Clark: We will agree from this time forth that rates shall be absolutely firm on dairy traffic, with western roads, shippers and every other interest.

Mr. Forward: Our position is the same as Mr. Clark's.

J. F. Tucker, Chairman.

Chicago, April 3, 1900.
File 6329."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 4, 1900.

Please refer to file 6329.

Messrs. R. M. Fraser, Chairman St. Louis E. B. Committee, St. Louis, Mo.; H. M. Griggs, Chairman Peoria Committee, Peoria, Ill.

Gentlemen:—I enclose herewith copy of proceedings of a meeting held yesterday, which considered the situation as to dairy rates.

Will you please at once get the representatives of roads members of your Committee to concur in this, and advise me.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure."

"April 5, 1900.
4032.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 4th, file 6239, received with copy Proceedings of meeting to consider Dairy Products rates, held in Chicago, Tuesday, April 3rd, 1900, and requesting me to get the representatives of roads, members of this Committee to concur in the action taken in Chicago on the resolution as follows:

"Resolved, that we individually state that we will not from today join western roads or belt lines in any reduction from authorized tariff rates, and will also maintain the authorized tariff rates from Chicago on dairy freight, this regardless of what other lines may do, and will advise all our representatives at once of this our intention; and the Chairman is instructed to obtain the concurrence of the Peoria and St. Louis initial east-bound roads in this action."

After consideration of the subject it was stated by each member present that we will affirm Mr. Dawson's statement in every particular as follows:

"I will not again go through the farce of voting on a resolution like that. The Union Line is not cutting rates nor making concessions of any kind on dairy freight; has not authorized any western road to do so, nor any belt line, and is not doing so through its own agents, and has no present intention of making concessions of any kind."

Representation:

B. & O. S. W. R. R., Ed Keane.
C. P. & St. L. Ry., C. W. Galligan.
C. C. C. & St. L. Ry., W. D. Holliday.
T. H. & I. R. R., N. W. Taylor.
The Wabash R. R., P. W. Coyle.
*Ill. Cent. R. R., Geo. W. Becker.

*Could not be present but "Phoned" that he was in favor of maintaining rates.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 7, 1900.

Please refer to file 6239.

Mr. R. M. Fraser, Chairman St. Louis Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of yours of the 5th, File 4032, showing the action taken by the St. Louis Committee on the dairy freight matter.

Yours very truly,

J. F. Tucker, Chairman."

"Proceedings of a meeting of the Mackinaw, Across Lake, Chicago, Peoria and St. Louis East-bound lines, to consider the maintenance of authorized tariff rates, held at Chicago, Wednesday, April 18, 1900.

Attendance:

W. H. Bennett, representing Ann Arbor Railroad.
A. P. Bigelow, representing B. & O. R. R. Co.
E. F. Cost, C. Tillinghast, representing C. C. C. & St. L. Ry.
W. M. Bushnell, by C. R. Manter, representing C. P. & St. L. Ry. Co.

S. P. Shane, H. W. Forward, representing C. & E. R. R. Co.

David Brown, representing Chicago & Grand Trunk and Grand Trunk Ry. System.

F. A. Wann, representing Chicago & Alton R. R. Co.

E. C. Leavenworth, representing G. R. & I. Ry. Co.

G. J. Grammer, representing L. S. & M. S. Ry. Co.

G. J. Grammer, representing L. E. & W. R. R. Co.

B. B. Mitchell, W. Macmillan, representing M. C. R. R. Co.

G. B. Spriggs, by Jas. Webster, representing N. Y. C. & St. L. R. R. Co.

D. T. McCabe, C. W. Randall, representing P. C. C. & St. L. Ry. Co.

D. T. McCabe, Wm. Borner, representing Pennsylvania Company.

E. F. Cost, representing Peoria & Eastern Railway.

D. Mowat, representing T. P. & W. Ry. Co.

W. S. Weed, representing T. St. L. & K. C. Ry.

N. W. Taylor, representing Vandalia Line.

M. Knight, E. R. Newman, representing Wabash Railroad Company.

Action as to Errors and Irregularities.

The subject matter of errors and irregularities in rates, rules and regulations was considered, and the unanimous individual statement was:

"That the Chief Inspector be and is hereby instructed that when his inspectors discover that any line or lines members of this Association are waybilling any freight, either export or domestic, at unauthorized rates or proportions of rates, including switching charges, via Mackinaw, across lake routes, Chicago, Peoria, St. Louis or intermediate junctions, that such information in full detail shall be by him promptly sent in writing to the respective Chairmen

of the Milwaukee, Chicago, Peoria or St. Louis Committees, as the case may be; upon receipt thereof said Chairman shall immediately call a meeting of his committee and submit the matter in full to the members of such committee for their information and action.

The Chief Inspector shall report the conditions at Beardstown, Ashland and Chapin to the St. Louis Committee, and at Bloomington to the Peoria Committee. At other points where there are no committees he shall report to the Chairman of the Central Freight Association. The above to be effective at once."

Grain and Grain Products.

This subject matter was discussed at length and received full consideration.

Concurrence of Trunk Lines as to East-bound Rates.

It was considered important to have the earnest co-operation of the Trunk Lines in the maintenance of tariff rates east-bound, and the following was unanimously adopted:

"That the Chairman be requested to advise the Commissioner of the Trunk Line Association that the Central Freight Association roads, being under instructions to absolutely maintain all authorized tariff rates on eastbound freight to the western termini of the Trunk Lines and points east thereof, ask the co-operation of the Trunk Lines, requesting that instructions be given to their representatives in the East and West to see that nothing is done to jeopardize this understanding."

Dairy and Other Traffic.

Consideration of this subject was entered into at length, and the following unanimously stated to be the views of all present:

"That any arrangements at variance from authorized tariffs by car mileage, commissions or in any other way, which

may exist via any gateway on dairy freight, shall be at once cancelled, and that full authorized tariff rates shall hereafter be maintained without deviation of any character whatever, and without promise of protection at anything less than such authorized tariff rates."

The situation in general was then discussed, and it was understood that uniform advices to all agents, employes as well as connections should be sent by the individual roads.

J. F. Tucker, Chairman.

Chicago, April 19, 1900.
File No. 6550."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Charman, 8th Floor Monadnock Block.

Chicago, April 19, 1900.
Please refer to file 6547.

Messrs J. F. Woffindin, Chairman Chicago Committee, Chicago, Ill.; H. M. Griggs, Chairman Peoria Committee, Peoria, Ill.; R. M. Fraser, Chairman St. Louis Committee, St. Louis, Mo.

Gentlemen:—I enclose herewith copy of proceedings of yesterday's meeting, calling your particular attention to the action as to errors and irregularities. It was understood that any reports made by the Chief Inspector would necessitate at once a call for meeting of your committee to have the matter fully considered and action taken looking towards correction. The Chief Inspector is particularly requested to keep you fully advised of all such matters as require the notice of your committee.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure."

Above exhibit is marked "Complainant's Exhibit Fraser No. 737."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee as to rate on sheep manure, East St. Louis to New York, as follows:

June 5, 1900.
4050.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—At meeting of the Committee to-day, the following resolution was adopted:

"Resolved, That, interested roads, members of this Committee, individually recommend to the Central Freight Ass'n. that effective on Legal Notice, they authorize Commodity Rate on Sheep Manure, C. L., minimum weight 40,000 lbs., on basis of 23 cents per 100 lbs., East St. Louis to New York, usual differences to other eastern points."

Will you please take action on the proposition, advising result as early as practicable?

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, June 6, 1900.

Subject:—Proposed basis for rates on Sheep Manure, C. L., East St. Louis, Ill., to eastern cities.

Advice Letter—No. F. 238.

To the General Freight Agents:

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee.

"At a meeting of the Committee June 5th, the following resolution was adopted:

'Resolved, That, interested roads, members of this Com-

mittee individually recommend to the Central Freight Association that, effective on legal notice, they authorize commodity rates on sheep manure, C. L., minimum weight 40,000 lbs., on basis of 23 cents per 100 lbs., East St. Louis to New York, usual differences to other eastern points.'

Will you please take action on the proposition, advising result as early as practicable?"

The present rates on fertilizer are on basis of Official Classification, viz.: 6th class, which makes rate East St. Louis to New York 29 cents per 100 lbs.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, June 13, 1900.

Subject:—Disposition of various applications for rates.

Advice Letter—No. F. 236.

To the General Freight Agents:

Gentlemen:—Referring to the following Advice Letters:

No. F.-236, dated June 6, 1900, application for rate of $18.00 per car on spent tanbark, from Fair Oaks, Ohio, to Dayton, Ohio.

No. F.-238, dated June 6, 1900, application for rate on sheep manure, in carloads, on basis of 23 cents per 100 lbs., East St. Louis to New York.

After further investigation, roads interested individually advise that it has been decided not to make effective rates named in the Advice Letters above referred to.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 13, 1900.

F.-238.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir: Referring to your favor of the 1st instant, file 4050, applying for rates on sheep manure from East St. Louis to eastern cities on basis of 23 cents per 100 lbs., East St. Louis to New York.

The proposition was submitted for views of Central Freight Association lines, with the result that there is a large negative vote against same. This is largely based on the fact that the rates on fertilizer from and to all points in Central Freight Association territory, as well as from Central Freight Association points to eastern cities, are on basis of Official Classification. Furthermore the Trunk Line Associations have recently perfected an agreement with the New England lines whereby fertilizer rates from and to that territory will be advanced. It is therefore thought that the approval of this application will only tend to disturb the condition of affairs. The same is therefore declined.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 738."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning statistics on flour and grain shipments from St. Louis, showing relations of the traffic associations with the railroads, as follows (4051):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 4, 1900.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I notice by the enclosed report of the Merchants' Exchange of St. Louis that during the month of May were shipped out of St. Louis as follows:

	Flour Lbs.	Wheat bu.	Corn bu.	Oats bu.	Rye bu.	Barley bu.
B. & O. S. W.	4,116	.....	31,640	2,250	.....	.....
C. C. C. & St. L.	10,725	38,560	494,790	25,960	1,000	.....
Vandalia	3,423	26,350	.....	.....	.....	.....
Wabash	4,833	26,410	6,130	.....	.....	.....
T. St. L. & K. C.	3,677	4,530	.....	.....	.....	.....
C. P. & St. L.	1,761	72,590	.....	.....	.....	.....

Does this compare with your statistical statement?

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Enclosure.

June 6, 1900.

4051

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 4th received with copy of St. Louis Merchants' Exchange report of May shipments, which I return.

This Committee's statement of Commodities for May was mailed you 4th, P. M., but I enclose another copy.

The figures on the two reports or statements do not agree and probably never will.

Our monthly report is made from the billing *dated the first and last day of each month, inclusive,* there being no lap-over and it includes traffic from East St. Louis proper and beyond, but *only* traffic destined to the Western Termini of the Trunk Lines and points east within a defined territory.

The Merchants' Exchange report *may* include tonnage that is *billed* either before or after the figures for their monthly reports are secured and no doubt, includes all shipments, regardless of destination.

Under these circumstances you can readily see that there is liable to be a very wide difference between the reports, as there is on some traffic for May.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 8th, 1900.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt of your favor of the 6th, your file 4051.

I can appreciate just what you state in your letter that the statistics of the St. Louis Board of Trade and your statistics do not and necessarily cannot always include the same shipments. There will be lap-overs at the first and the last of the month; but I call your attention to the Big Four's shipments—the Board of Trade report shows 494,700 bushels of corn—your report shows only 170,000 bushels. It strikes me that this is considerable of a lap-over. I presume, however, you are watching this matter same as we do at Chicago.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Above exhibit it marked "Complainant's exhibit Fraser No. 739."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St.

Louis Eastbound Freight Committee, concerning rate on Fire Brick, East St. Louis to eastern points, and showing non-concurrence of the C. F. A., and final withdrawal of rates by St. Louis lines, and restoration of agreed rates, as follows (4102):

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 23, 1903.

11252.

Copy.

Mr. P. W. Coyle, A. G. F. A. Wabash R. R., St. Louis, Mo.:

Dear Sir:—This will acknowledge receipt of your favor of the 20th inst., file W-1205, regarding rate of 21 cents per 100 lbs., which you have published on Fire Brick, carloads from East St. Louis to Chester, Pa.

I am unable to understand the force of your argument, considering the fact that from all other points in Central Freight Association territory to all other Eastern cities a higher basis of rates is maintained on pressed brick than other classes of brick, and so far as this office has been informed the shippers within the territory have not complained. It certainly, therefore, seems incorrect for the Wabash R. R. to pick out an isolated case such as this one is and depart from the Association rules by establishing unauthorized rate; furthermore, if the evidence in your possession furnished what is thought sufficient proof that the present rates could not be maintained the proper recourse was by submission of an application to the East St. Louis Committee and then to this office to obtain the views of other C. F. A. Lines. I am really unable to understand why the Wabash has departed from the rules to which they subscribed, and can only foresee that if such practices continue the effect will be other competing interests will also

ignore the Association rules and take independent action. Finally if this rate continues to be charged it will no doubt become generally known and application will be filed for corresponding basis from other points shipping the same class of brick. We would, therefore, respectfully ask if you cannot arrange to withdraw the rate and if in the event you find it necessary to re-establish the same, file an application in the usual manner and have it approved. An early reply in the matter will oblige,

Yours respectfully,

(Signed) J. F. Tucker, Chairman.

Nov. 30, 1903.
11252.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your file 4102, relative to rate of 21 cents per 100 lbs., established on Pressed Brick from East St. Louis to Chester, Pa., and probably other Eastern points, by the Wabash R. R.:

I believe this matter should be taken up at next meeting of the St. Louis Committee, and for that reason thought it well to transmit to you copy of letter we addressed to Assistant General Freight Agent Coyle under date of the 23rd inst. From our point of view, there is no justification for the Wabash making reductions in this rate so long as Official Classification rating is charged on like traffic from other points in Central Freight Association territory. The Wabash Railroad should not have made the reduction until the matter had at least been authorized by the Association in the usual manner.

Yours respectfully,

(Signed) J. F. Tucker, Chairman.

(Inclosure.)

Dec. 7, 1903.
4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 4th, file 11252, and previous letter. The subject of unauthorized rates on Blocks or Brick, Fire Brick and Flue Lining was considered at meeting and as stated in the proceedings was laid over until next meeting.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Dec. 10, 1903.
11252.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your favor of the 7th inst., file 4102, subject of unauthorized rates on Blocks or Brick, Fire Brick and Flue Lining as published by certain eastbound roads from East St. Louis:

It seems to me that the East St. Louis lines should make a prompt and determined effort to withdraw these unauthorized rates, because they are out of line with rates applying on like traffic from other points in this territory from which greater quantities of same class of traffic are moved.

Furthermore they are on a less basis than governs similar shipments from Trunk Line Territory to Central Freight Association points, and there is no doubt that if the eastbound roads from East St. Louis do not cancel the unauthorized rates at an early date it means that a corresponding basis will have to be authorized from all points C. F. A., and also that westbound rates from Trunk Line territory will have to be reduced, thereby surrendering revenue which seems to be unnecesary from a competitive or commercial standpoint.

Will you not, therefore, please have the matter acted upon at as early a rate as practicable, and I trust the conclusion reached will be an unanimous declaration on the part of your members that the rates will be cancelled on legal notice.

Yours respectfully,
(Signed) J. F. Tucker, Chairman.

Dec. 19, 1903.
4102.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—Yours 10th, file 11,252. Subject was on docket for meeting, but as you will see by proceedings it was laid over in consequence of interested members not being present.

It will be on docket again for next meeting.

Respectfully,
Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 5, 1904.
11252.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Please see your letter of December 19th, file 4102, regarding rates on Fire Brick, etc., and kindly advise what action your committee has taken. It seems that the St. Louis lines should not hesitate to cancel these unauthorized rates and apply the authorized basis. If this is not done, the matter should be referred to the Central Committee of this Association for consideration and action.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block

Chicago, January 8, 1904.
11252.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Please see your file 4102, fire brick rates from East St. Louis, and kindly endeavor to have final action of the St. Louis Committee in our hands by Wednesday next.

The unauthorized rates from East St. Louis are now being used as an argument for reduction from Ohio points.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Jan. 9, 1904.
4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to your letters Nov. 30th, Dec. 4th—10th, and Jan. 5th, file 11252, as you will see by proceedings No. 66-70, the subject of rates on Blocks or Brick, Tank or Furnace, Fire Brick and Flue Lining has been on the Docket since Nov. 20th, without having been disposed of and at meeting 8th, it was

Moved, That the subject be referred to the Central Committee.

As shown by your letter Nov. 30th, you have been in correspondence with the Wabash R. R. on the subject and have copy of their tariff and amendment, 15-18, and I do not see that I have anything more that will be necessary in the consideration of the subject.

In submitting the matter I was instructed to advise you: "That the sentiment which prevails in the St. Louis Committee is decidedly against the unwarranted action of a certain line in persisting in individual action without con-

ference with other interested lines in the matter of establshing reduced rates from East St. Louis to Eastern points, and in the matter of the Brick question, while the Committee as a whole do not wish to be put in the position of sanctioning or supporting the unauthorized tariff on this certain line, they do feel that a Commercial necessity exists for the establishment of lower rates on the Commodities in question, viz.: Fire Brick, Flue Lining, Tank or Furnace Blocks or Brick and a disposition of this subject accordingly will meet with the support of the St. Louis Eastbound Freight Committee."

Please give this early consideration, advising result.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan'y 25, 1904.

11252.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your favor of Jan'y 9th, file 4102, subject of unauthorized rates on Fire Brick, etc., from East St. Louis to Eastern cities:

For the information of your Committee, would state, that at meeting Central Freight Association on Jan. 13 and 14, the proposition for reduction in present rates on Fire Brick from C. F. A. territory to Eastern cities was considered, and it was decided that this is not an opportune time to reduce the present basis on this traffic, but in view of the unauthorized rates from East St. Louis the entire matter was referred to the Central Committee for consideration.

In connection with said action, the Brick Committee ask that the unauthorized rates current from East St. Louis

be withdrawn, adding that if this is not done it is sure to force corresponding basis through Ohio and Pennsylvania.

The subject was reviewed by the Central Committee at meeting on the 15th inst., but action was deferred with the understanding that General Freight Agent Knight of the Wabash R. R. would upon his return home investigate the matter for the purpose of deciding whether or not the unauthorized rates from East St. Louis cannot be cancelled and rates restored on basis of 25 cents, Chicago to New York.

Yours truly,

(Signed) J. F. Tucker, Chairman.

Jan. 30, 1904.

4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir: Yours 29th, file 11252, did not reach me until three (3) o'clock and I thought best to answer by mail.

As shown in the proceedings (No. 73), your letter was read, stating that the "entire matter was referred to the Central Committee for consideration," and not having any communication from the Wabash R. R., the subject was tabled.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 1, 1904.

11252.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—This will acknowledge the receipt of your favor of the 30th ult., file 4102, relative to cancelling issue of unauthorized rates on fire brick, etc., from East St. Louis to eastern cities.

Based upon the last action of the St. Louis Committee we somehow or other came to the conclusion that the Wabash Railroad indicated it was willing to cancel the unauthorized rates which that company published on Fire Brick, etc., from East St. Louis to eastern cities, provided other roads from East St. Louis would do likewise. It is a fact that the St. Louis Committee referred the matter to the Central Committee, but as the Central Committee suggested to Mr. Knight that he investigate whether or not the unauthorized rate could be withdrawn, it is fair to conclude that the Central Committee does not concur in the suggestion of the St. Louis Eastbound Freight Committee as to necessity for a reduction in the authorized rates on fire brick, etc.

Further, concerning the reduction in present rates on fire brick, etc., from any Central Freight Asociation point to eastern cities, the decision of the Brick Committee as reached at meeting November 13th and 14th, is set forth in my letter to you of the 25th ult., and it seems in view thereof the Central Committee can hardly consent to approve any reduction at this time.

As the shippers in eastern Ohio and western Pennsylvania are very anxious to be placed in line with the unauthorized rates from East St. Louis you cannot consistently call upon the Wabash and ascertain what decision they have reached upon the subject, because no doubt the matter will have to be considered by the St. Louis Committee and an understanding reached to cancel the unauthorized rates before they are taken out.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Feb. 6, 1904.

4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 1st, file 11252, was read at meeting

5th, and as shown in Proceeding No. 74 I was instructed to advise you that the representative of the Wabash R. R. stated: "I will say for the Wabash, that this subject was sent to the Central Committee. I might further add that it was sent without concurrence, and we are now dealing with the Central Committee."

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Feb. 8, 1904.

11252

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—This will acknowledge receipt of your favor of the 6th inst., file 4102, regarding withdrawal of unauthorized rates on fire brick from East St. Louis to eastern cities.

It seems to me that notwithstanding a reply made to you by the Wabash Railroad it would have been well to ascertain just how the other roads members of your Committee viewed the cancellation of the unauthorized rates on fire brick, etc., from East St. Louis to eastern cities provided the Wabash finally consented to withdraw them. Cannot you take the matter up with your members upon these lines and transmit the result to me?

It is a fact hat the subject is in the hands of the Central Committee and the Wabash, at the last meeting, was delegated to investigate and advise if the unauthorized rates could be cancelled, but, admitting this, even if the Wabash, at the next meeting of the Central Committee, consents to abrogate the unauthorized rates, it will, of course, be necessary to have all the other lines from East St. Louis agree to do likewise before the cancellation can be made effective.

In order that we may have the views of all your members for presentation at the next meeting of the Central Committee, when the Wabash will give its decision, the suggestion as above is made.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

February 13, 1904.

4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 8th, file 11252, was read at meeting 12th, and it was

Moved, That Chairman, C. F. A., be advised that the St. Louis Eastbound Freight Committee, as a whole, do not care to consider this subject further until it has definite advice from the Central Committee as to its disposition.

The attention of the Chairman, C. F. A., to be called to letter Jan. 9th, file 4102, which shows sentiment of this committee.

The letter Jan. 9th, 1904, referred to above is given below:

"Jan. 9,1904.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to your letters Nov. 30th, Dec. 4th, 10th, and Jan. 5th, file 11252, as you will see by proceedings No. 66-70, the subject of rates on Blocks or Brick, Fire Brick and Flue Lining has been on the docket since Nov. 20th, without having been disposed of and at meeting 8th it was:

Moved, That the subject be referred to the Central Committee.

As shown by your letter Nov. 30th, you have been in correspondence with the Wabash R. R. on the subject and have copy of their tariff and amendment, 15-18, and I do not see that I have anything more that will be necessary in the consideration of the subject.

In submitting the matter, I was instructed to advise you "That the sentiment which prevails in the St. Louis Committee is decidedly against the unwarranted action of a certain line in persisting in individual action without conference with other interested lines in the matter of establishlishing reduced rates from East St. Louis to eastern points, and in the matter of the brick question, while the Committee as a whole do not wish to put in the proposition of sanctioning or supporting the unauthorized tariff of this certain line, they do feel that a commercial necessity exists for the establishment of lower rates on the Commodities in question, viz., Fire Brick, Flue Lining, Tank or Furnace Blocks or Brick, and a disposition of this subject accordingly, will meet with the support of the St. Louis Eastbound Freight Committee."

Please give this early consideration, advising result."

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb'y 24, 1904.

11252.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—With reference to your favor of the 13th inst., file 4102, regarding withdrawal of unauthorized rates on Fire Brick from East St. Louis to Eastern cities, would state, that this subject was reviewed by the Central Committee at meeting Friday, Feb'y 19th, and the Wabash R. R. notified the meeting that they will advise very shortly when rates can be cancelled so far as concerns that company. The Central Committee also very fully considered the sentiment of the St. Louis Freight Committee, as expressed in your letter of the 13th inst., and concluded

that it will be best to cancel the unauthorized rates at as early a date as practicable; therefore, as soon as we learn from General Freight Agent Knight of the Wabash R. R. when his company can withdraw the unauthorized rates we will transmit the information to you for the purpose of arranging with all other eastbound roads from East St. Louis to simultaneously cancel the unauthorized rates provided they have them in effect.

Yours respectfully,

(Signed) J. F. Tucker, Chairman.

July 2, 1904.
4102.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to your letter and telegram, June 29th and 30th, regarding Fire Brick, etc. The correspondence with you was read at meeting 1st, and while there was some dissatisfaction expressed about the C. & A. not having issued notice restoring rates July 1st, I have no reason to doubt that rates by all St. Louis roads, except C. & A. will be restored effective July 1st, as indicated by their tariffs.

The record in proceedings is as follows:

Restoration of Rates on Fire Brick, Etc.

Chairman called attention to action of meeting May 20th and June 3rd, proceedings Nos. 88 and 90, stating that all lines having the unauthorized rates in effect had issued the necessary notices restoring the rates to the authorized basis, and it was:

Moved, That the subject be tabled.

I have not as yet been advised cause of C. & A. delay and the Committee have instructed me to try and ascertain. Can you give me the information?

Respectfully,

Chairman.

P. S.—The copies of cancellation notice mentioned in your wire 30th have not reached me yet, 2:00 P. M. July 2nd.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 5, 1904.
11252.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freght Committee, St. Louis, Mo.:

Dear Sir:—This will acknowledge receipt of your favor of the 2nd inst., file 4102, relative to cancellation of unauthorized rates on fire brick from East St. Louis to eastern cities.

The Chicago & Alton people inform us that their rates were not cancelled because they had no notice from any source that it was definitely decided by other eastbound roads from East St. Louis that they would cancel, effective July 1st, the unauthorized rates in question. The Chicago & Alton has, however, no disposition to continue the rates in effect and is willing to co-operate with the other East St. Louis roads in restoring the authorized rates. Consequently they will be withdrawn on the 9th inst., which is the earliest date on which legal notice of cancellation can be given. We enclose herewith a copy of their cancellation notice.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

Enclosure.

Above exhibit is marked "Complainant's Exhibit Fraser No. 740."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St.

Louis Eastbound Freight Committee, respecting payment of drayage, same to apply at St. Louis, as follows:

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, July 6, 1901.
8207.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am informed that on freight originating at St. Louis delivered by the Wiggins Ferry Company, or Terminal, there is no charge assessed for any drayage service; but when the St. Louis Transfer Company, the St. Louis Drayage Company, the Columbia Transfer Company and others haul freight from the consignors at St. Louis to East St. Louis, to deliver to an eastern line, a regular transfer charge is made, which transfer charge is practically a drayage charge, and this charge is billed out as back charges and paid to the party delivering the freight by the railroad company. This seems to me to be in violation of Information Circular No. 2435, issued September 15, 1900, copy of which for your ready convenience is herewith enclosed.

Will you kindly advise me in relation to this matter?

Yours very truly,
(Signed) J. F. Tucker, Chairman.

October 3-04.
File 4105.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 6th, file 6698, was read at meeting 30th ulto., and I was instructed to advise you that the conditions regarding the transfer of freight from St. Louis to East St. Louis are practically the same now as they have been for years past, and the cost, either by Ferry-Railroad or Wagon Transfer, is paid by the East St. Louis Roads, as

transportation charges and follow the freight as *advances.*

We do not know what occasioned the passage of Info. No. 4751, but it occurs to us that the action did not contemplate a change in the established practice by all roads at East St. Louis on traffic from St. Louis. Possibly an examination of the correspondence on the subject will show you that St. Louis Traffic should have been exempt from the rule; if, however, no exception was made, it must have been overlooked, as it would not be possible to make the rule operative from this point.

Trusting this will dispose of the subject, I am

Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 15, 1901.

8207.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your letter of the 8th, file 4105: I am inclined to agree with you in relation to this St. Louis wagon transfer or drayage charge. The correspondence on the subject does not give me any information, and I will have to docket it for consideration at the September meeting, the situation at St. Louis virtually standing by itself, no similar situation being known to me.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

INFORMATION No. 2435.

(Abrogating Information No. 2329.)

CENTRAL FREIGHT ASSOCIATION.

Chicago, September 15, 1900

Non-Advancement of Drayage. Charges on Shipments.

For Your Information:—Roads interested individually

advise that, effective at once, it will not be permissable to advance drayage or cartage charges on shipments delivered to them for transportation.

The foregoing does not refer to goods returned to original shipper on which drayage may be paid at option of carrier.

Yours truly,

J. F. Tucker.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, May 20, 1903.

Subject: Non-advancement of drayage charges on shipments.

Advice Letter No. I-388.

To the General Freight Agents.

Gentlemen: Referring to information 2435, dated September 15, 1900 (copy attached) relative to non-advancement of drayage charges on shipments:

At meeting of the Central Freight Association on the 14th instant, it was decided that the rule in said Information Circular should be re-affirmed.

Kindly, therefore, instruct your agents to abide by the terms of said issue, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 13, 1904.

10825.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose you herewith copies of billing from

East. St. Louis covering shipments upon which drayage charges have been advanced in contravention of Central Freight Association Informaton No. 4751.

Will you kindly have this matter presented to your Committee and advise me with return of the enclosed their action. Of course, whatever is done at East St. Louis others will wish to be put upon a parity.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Enclosure.

August 17, 1904.
4105.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 13th, file 10825, received with copies of billing from East St. Louis, covering shipments upon which drayage charges have been advanced.

This subject of transfer charges between St. Louis and East St. Louis comes up quite regularly. As the same conditions prevail today as heretofore, I will be pleased to have you read your letters July 6th and 15th, file 8207 and my letter July 8th, 1901.

By reference to C. F. A. Proceedings Oct. 1st, 1901, subjects 3676 and 7 you will see that they were tabled. On receipt of C. F. A. Advice Letter I-388, May 20th, 1903, the subject was submitted at meeting of this Committee, May 22nd, 1903, Proceedings No. 48, and it was:

Moved, that the papers be placed on file.

The subject came up again in connection with C. F. A Info. 4751 and at meeting of the committee, Dec. 4th, 1903, Proceedings No. 67, it was:

Moved, that the subject be tabled.

If in view of the above explanation you are of the opinion this Committee should consider the subject again, I will, of course, docket for meeting on receipt of your request to that effect.

As stated in your letter July 15th, 1901, file 8207, "the situation at St. Louis virtually stands by itself."

Awaiting your reply, I am,

Yours respectfully,

Chairman.

P. S.:—East St. Louis billing returned herewith.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 19, 1904.

10825.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 17th instant, File 4105, regarding advancing drayage charges by the roads members of your Committee.

We have noted the action taken by your Committee at past meetings, but nevertheless conclude that they should either carry out Central Freight Association rules or recommend a substitute. It is useless to have these rules in our records unless they are adhered to by all, and exceptions cannot be made at East St. Louis without granting corresponding privilege at other points. If the rule is not a wise one and practical, it should be eliminated from the records. I do not recall that the rule is being ignored at other points, but they claim that if the lines members of your Committee ignore Assocation rules, they must do likewise.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Advancing Drayage Charges.

Sept. 3, 1904.

4105.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours Aug. 13th and 19th, File 10825 on

above subject considered at meeting yesterday and I was instructed to advise you that in as much as rates are not published from St. Louis, but East St. Louis, it is necessary to advance charges for transfer services, whether by rail, river or wagon transfer companies, on shipments originating in St. Louis, and subject is therefore laid on the table.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 6, 1904.
6698.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 3rd inst., your file 4105, relative to advancing drayage charges on shipments forwarded from St. Louis.

Will you please inform me if the transfer service performed by rail, river or wagon transfers is from the store door of shipper in St. Louis, or when business is forwarded via rail and river, does the shipper have to pay for additional drayage service from store door to depot or freight house of the transfer companies? If so, is this additional drayage also advanced, or is the advance drayage which is paid by the railroads limited strictly to the service performed exclusively by the rail and river companies. I should think that the wagon transfer would cover the charge from the store door of the shipper to the cars of the railroads at St. Louis, or does the wagon haul the shipments from the store door of the shipper to East St. Louis. If the charges that are advanced by your members include service from store door of shipper, it really seems there are some objectionable features about it which

should be remedied. In order that we may proceed understandingly I will be pleased if you will kindly advise in detail just what the services of these transfer companies cover.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, September 27, 1904.
6698.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to my letter of the 6th instant, your file 4105, relative to advancing drayage charges on shipments forwarded from St. Louis:

Cannot you please favor me with reply thereto, and thus oblige,

Yours very truly,
(Signed) J. F. Tucker, Chairman.

Oct. 3, 1904.
4105.

Mr. J. F. Tucker, Chairman C. F .A., Chicago, Ill.

Dear Sir:—Yours Sept. 6th and 27th, file 6698, were read at meeting 30th ult. and I was instructed to advise you that the conditions regarding the transfer of freight from St. Louis to East St. Louis are practically the same now as they have been for years past, and the cost, either by ferry, railroad or wagon transfer, is paid by the East St. Louis roads, as *transportation charges* and follow the freight as *advances*.

We do not know what occasioned the passage of Info. 4751, but it occurs to us that the action did not contemplate a change in the established practice by all roads at East St. Louis on traffic from St. Louis.

Possibly an examination of the correspondence on the subject will show you that St. Louis Traffic should have been exempt from the rule, if however, no exception was made, it must have been overlooked as it would not be possible to make the rule operative from this point.

Trusting this will dispose of the subject, I am,

Yours respectfully,

Chairman.

Above Exhibit is marked "Complainant's Exhibit Fraser No. 741."

Complainant offers in evidence correspondence between the officials of the Central Freight Assocation and the St. Louis East-bound Committee, concerning agreement to maintain rates to eastern points via St. Louis, East St. Louis, Peoria and other gateways; also proceedings of conference of executves of East-bound Initial Roads, from St. Louis, Chicago, etc., held at office of Trunk Line Association, 143 Liberty Street, New York, July 11th, 1901; also proceedings of meeting of the Chief Freight Traffic Officials of the initial roads from the Mississippi and Ohio River crossings, held at Chicago, October 1st, 1901; as follows (4106):

"Proceedings of conference of the executives of East-bound initial roads from St. Louis, Peoria, Chicago, Across-Lake and Mackinac and intermediate junctions, held at the office of the Trunk Line Association, 143 Liberty Street, New York, Thursday, July 11, 1901.

Attendance:

H. W. Ashley, president, Ann Arbor R. R.
Oscar G. Murray, vice-president, Balto. & Ohio R. R.
C. S. Wight, M. F. T., Balto. & Ohio R. R.
A. P. Bgelow, G. W. F. A., Balto. & Ohio R. R.
Geo. F. Randolph, Balto. & Ohio R. R.
W. M. Greene, V. P. & G. M., B. & O. S. W. R. R.

S. T. McLaughlin, G. F. A., B. & O. S. W. R. R.
G. M. Stevens, president, Chesapeake & Ohio Ry.
F. M. Whitaker, F. T. M., Chesapeake & Ohio Ry.
E. D. Hotchkiss, G. F. A., Chesapeake & Ohio Ry.
S. M. Felton, president, represented by F. A. Wann, G. F. A., Chicago & Alton R. R.
M. E. Ingalls, president, C. C. C. & St. L. Ry.
E. F. Cost, F. T. M., C. C. C. & St. L. Ry.
F. D. Underwood, president, Erie Railroad.
G. M. Cumming, 1st V. P., Erie Railroad.
G. G. Cochran, W. F. T. M., Erie Railroad.
S. P. Shane, A. F. T. M., Erie Railroad.
Geo. B. Reeve, G. M., represented by John Pullen, G. F. A., Grand Trunk Ry.
James McCrea, president, G. R. & I. Ry.
J. T. Harahan, 2nd V. P., represented by W. E. Keepers, G. F. A., Illinois Central R. R.
W. C. Brown, V. P. & G. M., represented by G. J. Grammer, G. T. M., L. S. & M. S. Ry.
W. H. Newman, president, represented by G. J. Grammer, G. T. M., Lake Erie & West. Ry.
H. B. Ledyard, president, Michigan Central R. R.
B. B. Mitchell, G. F. T. M., Michigan Central R. R.
L. E. Johnson, G. M., Norfolk & Western Ry.
T. S. Davant, G. F. A., Norfolk & Western Ry.
W. H. Canniff, president, represented by G. B. Spriggs, G. F. A., N. Y. C. & St. L. R. R.
James McCrea, 1st V. P., Pennsylvania Lines.
D. T. McCabe, F. T. M., Pennsylvania Lines.
M. E. Ingalls, president, Peoria & Eastern Ry.
C. M. Heald, president, Pere Marquette R. R.
A. Patriarche, T. M., Pere Marquette R. R.
E. F. Leonard, president, represented by D. Mowat, G. F. A., T., P. & W. Ry.
Benjamin Norton, president, T., St. L. & W. R. R.

C. D. Whitney, G. T. M., T., St. L. & W. R. R.

H. B. Spencer, G. M., Southern Ry. (L., E. & St. L. Div.).

R. A. Campbell, G. F. A., Southern Ry. (L., E. & St. L. Div.).

W. T. Malott, receiver, Vandalia Line.

N. W. Taylor, G. F. A., Vandala Line.

J. Ramsey, Jr., president, Wabash Railroad.

M. Knight, F. T. M., Wabash Railroad.

The following report of the committee, as adopted at the Niagara Falls meeting of the chief freight traffic officials, was presented:

"At a meeting of the chief freight traffic officials held at Niagara Falls, Tuesday, July 9th, it was found that the resolutions of the Executives, passed May 9th, had failed to accomplish the desired results, and the situation had become so serious, it was the sense of the meeting that the whole question should be referred to the Executives at their meeting called at New York for July 11th, in hopes that they might devise some means of bringing about an absolute maintenance of the present authorized rates."

After a consideration of the east-bound rate situation, the following was unanimously adopted:

Resolved, that the resolution of May 9th, 1901, which was as follows:

"That the rates on both domestic and export east-bound traffic from and through Mackinac east bank Lake Michigan ports, Milwaukee, Chicago, Peoria and East St. Louis and gateways intermediate be maintained. The rate question is referred to a committee of chief freight traffic officials of all initial interested lines, under the following specific and absolute instructions from their respective executive officers.

1st. That the full agreed authorized class or commodity

rates must be absolutely maintained without reservation or evasion whatsoever.

2nd. Should any party hereto find it necessary or desirable to make any reduction to meet a real or imaginary concession of a competing line, such reduction shall not be by individual action, but such complaining or injured road or roads shall through its delegated traffic official request a meeting of the committee of chief freight traffic officials and shall there and then present the case in detail and obtain if possible a correction of the difficulty alleged to exist. Failing of such correction, individual action shall not be taken without in each and every case serving prior notice through the Chairman of the Central Freight Association upon all interested roads, of its intention to make such rates, naming the rates proposed, and the date on which they will become effective.

3rd. That the most positive and drastic measures be adopted and instructions given that so-called "protective" arrangements shall be positively discontinued and immediate notice served upon shippers to that effect and that the railroads parties hereto will protect no rates not previously agreed to and formally announced as above provided,"

Be re-affirmed with the following addition:

That all parties hereto having contracts of any kind at variance with authorized rates shall within five days advise Chairman Tucker of the same, naming commodity, the net rate and limitation of the same; that the Chairman immediately thereafter convene the chief freight traffic officials of the across-lake, Chicago, Peoria and East St. Louis initial east-bound roads and announce to them personally the rates that can be maintained on such commodities and that each road hereby pledges itself not to make any new contracts during the interim.

This action to become effective at once, July 11, 1901.

Be it resolved, that traffic officers are hereby instructed

to convene the respective local committees at Chicago, Peoria and St Louis, tomorrow, Friday the 12th, and such local committees when convened shall send for proper representatives of each packing-house interest and say to them individually and collectively that the authorized rates of June 1, 1901, on all packing-house products will be absolutely maintained from and after July 22nd, 1901, this regardless of whether it originates east or west of the Mississippi River, and that no subsequent settlement whatever will be made on a protective or other basis less than authorized rates.

Resolved, further, that the same committees, both individually and collectively, give a similar notice to each western road with the additional statement that agreed authorized divisions wherein the locals will be the maximum will be demanded on all trans-Mississippi River traffic.

Resolved, further, that the respective committees in the same manner as above expressed shall likewise give notice to all shippers, agents, representatives and connections that the full authorized rates only will be accepted on all kinds of traffic regardless of origin or destination.

The subject of the St. Louis east-bound statistics was discussed, and the following unanimously adopted:

Resolved, that the Chairman of the St. Louis Committee is hereby authorized to write the chief freight traffic officials of the roads that have here agreed to furnish statistics of all through traffic via the Toledo, St. Louis & Western Railroad Company, from and through St. Louis and East St. Louis East-bound to the western termini and points east thereof (viz., Ann Arbor, B. & O., Erie, L. E. & W., L. S. & M. S., Michigan Central, N. Y., C. & St. L., Pennsylvania Lines and Pere Marquette), calling their attention to this action and requesting that such statistics be sent him.

Discussion was had as to the ways and means of insur-

ing the maintenance of through rates, and the following resolution was unanimously adopted:

Resolved, that a committee to consider the question of the best ways and means to insure the maintenance of and equalization of rates be appointed by the Chairman, it being the intention that this committee shall consider all questions that in any way contribute to the object sought to be accomplished; they to report their conclusions at a meeting of the Executives, which meeting shall be called at some date early in the Fall.

Adjourned.

J. F. Tucker, Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

W 1628 NY DN NH 292 D. H.

New York, July 11, 1901.

R. M. Fraser, St. Louis, Mo.

By order of the Executives please convene your committee tomorrow, Friday, and announce that authorized rates will be maintained from this date, coupled with the following to govern packing-house products only, which means that the authorized rate of June 1st on provisions and packing-house products will become effective on and after July 22nd. It being understood that July 22nd is fixed so that all such traffic must be loaded and in transit before midnight of July 21st. On all other traffic authorized rates of June are effective at once.

Be it

Resolved, that traffic officers are hereby instructed to convene the respective local committees at Chicago, Peoria and St. Louis tomorrow, Friday the 12th, and such local committees when convened shall send for proper representatives of each packing-house interest, and say to them, individually and collectively, that the authorized rates of June 1st, 1901, on all packing-house products will be abso-

lutely maintained from and after July 22nd, 1901; this regardless of whether it originates east or west of the Mississippi River, and that no subsequent settlement whatever will be made on a protective or other basis less than authorized tariff rates.

Resolved, further, that the same committees, both individually and collectively, give a similar notice to each western road, with the additonal statement that the agreed authorized divisions, wherein the local will be the maximum, will be demanded on all trans-Mississippi river traffic.

Resolved, further, that the respective committees, in the same manner as above expressed, shall likewise give notice to all shippers, agents, representatives and connections that the full authorized rates only will be accepted on all kinds of traffic, regardless of origin or destination.

J. F. Tucker."

"St. Louis Eastbound Freight Committee.

Baltimore & Ohio Southwestern R. R.
Cleveland, Cincinnati, Chicago & St. Louis Ry.
Southern Railway (St. Louis-Louisville Lines).
Chicago & Alton Railway.
Illinois Central Railroad.
Terre Haute & Indianapolis R. R.
Chicago, Peoria & St. Louis Ry. of Illinois.
Louisville, Henderson & St. Louis Ry.
The Wabash Railroad.

The Union Station.

Rooms 404-406.

R. M. Fraser, Chairman. Telephone Main 846.

St. Louis, Mo., July 13, 1901.

Please refer to file 4106.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—On receipt of your telegram from N. Y., I

issue circular letter calling meeting 12th, 11:00 a. m., all roads represented except C. P. & St. L., Southern and T., St. Louis & W.

I attach for your information copy of circulars issued after meeting as follows:

To Traffic Officers of western and southern roads, 12th.

To Agents' Fast Freight Lines and Eastern roads.

The Freight Committee, 13th.

There is to be another meeting of the Committee Monday 15th, 11 a. m. at which the Traffic Officers of Packing-houses are requested to be present.

Respectfully,

R. M. Fraser, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 15, 1901.

Please refer to file 8320.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of yours of the 13th, your file 4106, in relation to the subject matter of east-bound rates.

The Southern and the T. St. L. & W. were represented at the New York meeting by their executives, and therefore they fully understand the condition. The C. P. & St. L. should also be fully advised, they not having a representative at the New York meeting though General Freight Agent Bushnell was at the Niagara Falls meeting and agreed to acquiesce in any matter looking toward maintenance of rates, rules and regulations.

The matter of the St. Louis east-bound statistics was considered at the New York meeting, and the following unanimousy adopted:

"That the Chairman of the St Louis Committee is hereby authorized to write to the chief freight traffic officials

of the roads that have here agreed to furnish statistics of all through traffic via the T. St. L. & W. R. R. from and through St. Louis and East St. Louis, east-bound to the western termini of the Trunk Lines and points east thereof, viz., Ann Arbor, B. & O., Erie, L. E. & W., L. S. & M. S., Mich. Cent., N. Y. C. & St. L., Pennsylvania Lines and Pere Marquette, calling their attention to this action and requesting that such statistics be sent him."

In accordance therewith it would be well for you to get up a letter to the chief freight traffic officials of the above named roads, telling them exactly what you wish in order to make your statistics complete, and if you have any blanks furnish them with some, the executives of the St. Louis east-bound roads at the New York meeting being unanimously of the opinion that these east-bound statistics were very important and that they should be kept up, and this action was taken on account of the unwillingness of the Clover Leaf to furnish such statistics.

Yours very truly,

J. F. Tucker, Chairman."

"Proceedings of meeting of the Chief Freight Traffic Officials of initial roads from the Mississippi and Ohio River crossings, held at Chicago, Tuesday, October 1, 1901.

Attendance:

B. & O. S. W. Ry. Co., S. T. McLaughlin, G. F. A.; A. Fries, A. G. F. A.

C. & E. I. Ry. Co., Wm. Campbell, G. F. A.

C. C. C. & St. L. Ry. Co., E. F. Cost, F. T. M.; W. D. Holliday, A. G. F. A.

Cincinnati Northern Ry., T. C. M. Schindler, G. F. A.

C. P. & St. L. Ry. Co., W. M. Bushnell, G. F. A.

C. I. & L. Ry. Co., C. H. Rockwell, Traf. Mgr.

C. B. & Q. Ry. Co., W. B. Hamblin (by the Chairman), A. G. F. A.

C. H. & D. Ry. Co., A. D. McLeod, A. G. F. A.
Chesapeake & Ohio Ry., F. M. Whitaker (by C. H. Lehman), F. T. M.
Erie R. R. Co., S. P. Shane, A. W. F. T. M.; C. L. Thomas, G. F. A.
E. & T. R. R. R. Co., F. P. Jeffries, G. F. A.; H. R. Griswold, A. G. F. A.
Illinois Central R. R., W. R. Bascom, 1st A. G. F. A.; J. R. Peachy, A. G. F. A.
L. H. & St. L. R. R. Co., L. J. Irwin, G. F. A.
Norfolk & Western Ry. Co., J. R. Ruffin, D. F. A.
P. C. C. & St. L. Ry. Co., D. T. McCabe, F. T. M.; G. W. Davis, D. F. A.
Southern Ry. Co. (St. L.-L. Div.), R. A. Campbell, A. G. F. A.
T. St. L. & W. Ry. Co., E. Keane, D. F. A.
Vandalia Line, N. W. Taylor, G. F. A.
Wabash R. R. Co., P. W. Coyle, A. G. F. A.
Absentees:
Representatives of the Chicago & Alton R. R. Co.
Representatives of the Mobile & Ohio R. R. Co.
Representatives of the Louisville & Nashville R. R. Co.

The Chairman was instructed to obtain the concurrence of these roads.

The subject of rates from and through Mississippi and Ohio River crossings to the western termini of the Trunk Lines and points east thereof, as also rates from and through the same gateways to points within the jurisdiction of the Central Freight Association, was discussed and the following action was unanimously adopted by each representative present.

As to Traffic to the Western Termini and Points East Thereof.

Resolved. That from this moment (12:00 M., October 1,

1901) we each individually for the road we represent state:

That we will absolutely maintain the authorized tariff or agreed rates, or the authorized proportions of authorized through rates, with shippers, southern, western and other connecting roads, on all freight traffic eastbound from and through Mississippi and Ohio River crossings to the western termini of the Trunk Lines and all points east thereof, and will give positive instructions in accordance therewith.

No free or reduced transportation for the purpose of influencing traffic will be given. Any such issue shall be considered as an unauthorized reduction of rates.

Each party hereby individually pledges himself that the road he represents will not vary from the above unless such variation as may be suggested be first submitted and acted upon at a regularly called meeting of all initial roads.

As to Central Freight Association Traffic.

Resolved, That from this moment (12:30 P. M., October 1, 1901) we each individually for the road we represent state:

That we will absolutely maintain authorized tariff or agreed rates or the authorized proportions of authorized through rates, with shippers, southern, western and other connecting roads, from and through Mississippi and Ohio River crossings to all Central Freight Association points and will give positive instructions in accordance therewith; no new engagements to be entered into, and all engagements that can be terminated on or before October 6, 1901, shall be so terminated.

No free or reduced transportation will be issued for the purpose of influencing traffic. Any such issue shall be considered as an unauthorized reduction of rates.

Each party individually pledges himself that the road he represents will not vary from the above unless such changes

as may be suggested be first submitted to a regularly called meeting of all interested roads.

J. F. Tucker,
Chairman."

October 2, 1901.
File 8380.

"July 23, 1901.
4106.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: At meeting of the Committee to-day, I was instructed to inform you that Mr. W. C. Lindsay, Com'l. Agt., L. H. & St. L. Ry., St. Louis, has not as yet received any instructions from the Officials of the L. H. & St. L. Ry., regarding agreements made at meetings, Niagara Falls 9th and New York, 11th.

The gentlemen do not wish you to understand by the above that the L. H. & St. L. Ry. is a disturbing element in the market, but feel that Mr. Lindsay should be governed by instructions similar to the other members.

Will you therefore take the subject up with proper parties advising result.

Respectfully,
Chairman."

"(Regular printed blank of the Western Union Telegraph Company)

Send the following message subject to the terms on back hereof, which are hereby agreed to.

St. Louis, July 26, 1901.

J. F. Tucker,
Chairman, Central Freight Ass'n,
Chicago, Ill.

Representative Henderson Route stated meeting to-day

had instructions from General Freight Agent not notify shippers and connections as agreed New York meeting. They decline to bind themselves while Clover Leaf remains out but claim to be maintaining rates. Please take subject up with Irwin also Norfolk & Western people who are parties to New York agreement.

R. M. Fraser."

D. H. Frank 418.

"(Regular printed blank of the Western Union Telegraph Company)

Received at Union Station, St. Louis, Mo., Standard time
57 A SG A 43 D H

TA Chicago, Ills., 7-26th, 1901.

R. M. Fraser:

Your two messages both the Norfolk and Western and Clover Leaf executives were at New York, unless you have reasonable information it is fair to assume they have notified their agents to carry out their agreement, will telegraph Irwin and the Clover Leaf.

J. F. Tucker 410 P."

"Central Freight Association.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, July 27, 1901.
Please refer to file A

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your telegram of the 26th in which you state:

"They (the L. H. & St. L.) decline to bind themselves while Clover Leaf remains out, but claim to be maintaining

rates. Please take subject up with Irwin, also N. & W. people, who are parties to the New York agreement."

What do you mean by the Clover Leaf remaining out—they were parties to the New York executives' meeting and individually stated they would maintain the action taken—so also was the Norfolk & Western.

In these matters what would appeal to your judgment would appeal to mine, and kindly give more detail in sending these messages or rumors in regard to rates.

Yours very truly,
J. F. Tucker,
Chairman."

July 30, 1901.
4106

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 27th, file A.

The telegram was sent as instructed and undoubtedly contained all that the Com. deemed necessary to say.

In answer to your enquiry as to what is meant by "Clover-Leaf remaining out." You are well aware that the T. St. L. & W. are not members of the St. Louis Eastbound Committee, do not attend meetings or report their tonnage.

In short they are working entirely outside of this Committee and that is the reason given by the L. H. & St. L. for declining to bind themselves to adhere to the agreement although they claim to be maintaining the authorized rates, etc.

It was therefore deemed best to report matter to you, having been chairman of the New York Meeting you would possibly be able to straighten matter out.

These are my *personal views* on the subject and I wish you to so consider them.

Your letter was read at meeting to-day but no action taken.

Respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 2, 1901.

Please refer to file 8349.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Referring to your letter of the 30th ultimo, your File 4106: I thought the telegram meant, when it stated "Clover Leaf remains out," that they were out so far as the maintenance of rates is concerned—I did not connect it with their not being a member of the St. Louis Eastbound Freight Committee or reporting their tonnage. The executives, however, at their meeting July 11th at New York, arranged for obtaining their tonnage—are you getting it?

I will see what can be done to induce the T. St. L. & W. to again become a member of the St. Louis Eastbound Freight Committee.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 6, 1901.

Please refer to file A.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Under date of the 5th, his File 1-1522, General Freight Agent Irwin of the L. H. & St. L. Ry. Co., writes:

"We are agreeable to maintaining rates from St. Louis as shown in proceedings of the executives meeting in New York, July 9th."

The proceedings of the executives' meeting simply state that rates should be absolutely maintained.

Under date of the 5th, his File 308-A, General Traffic Manager Whitney of the T. St. L. & W. writes:

"We advised the Chairman of the St. Louis Committee that it was not our intention to go it alone, as it were, but to participate in joint efforts to maintain rates, and that is our position to-day."

Yours very truly,
J. F. Tucker, Chairman."

"Aug. 9, 1901.
4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 6th, was read at meeting to-day and I was instructed to inform you that the representative of the L. H. & St. L. Ry. is attending meetings and co-operating with the Committee in the maintenance of authorized rates.

As regards letter you quote from G. T. M. Whitney. The Chairman has no record of being advised as stated, even if such a statement was made it has not been adhered to, on the contrary, the T. St. L. & W. has been going it *very much alone* and continues to do so.

Respectfully,
Chairman."

"Aug. 9, 1901.
4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 7th, file 8320 and my reply 8th were read at meeting to-day and my statements confirmed by the Committee.

I have nothing further to add except that from current reports the T. St. L. & W. appear to be in the market for all kinds of traffic and at less than authorized rates.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 9, 1901.

Please refer to file 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of your favor of the 8th, your File 4106.

General Traffic Manager Whitney of the Clover Leaf said to me personally several times that he would maintain the authorized rates. It is quite easy for the *Virginia Lines Committee or anyone else to say* that they are naming rates to meet the quotations by other lines, as in this case they claim to have reduced on account of the T. St. L. & W. quotations—but what do you know about the T. St. L. & W. quotations? Has the Virginia Lines Committee any ground to make this assertion, in your judgment? You have the statistics of the T. St. L. & W. and the movement of traffic might give you some guide.

What is the organization of this Virginia Lines Committee; who is its Chairman; *are they authorized to change rates* in this manner and what initial lines out of East St. Louis are members of that Committee, and how is it possible for other roads to maintain tariff rates if the *Virginia lines can take this independent action?*

Bear in mind I am not well posted. I may be all adrift in my ideas, but let me hear from you about the matter please.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 10, 1901.
4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 9th, file 8320. I am not prepared to furnish you the proof as to rates the T. St. L. & W. people are making. The Virginia Lines Committee claim to have good grounds for reducing their rates to meet T. St. L. & W., further than this I cannot say,—possibly Messrs. Taylor, Holliday, Coyle or E. S. Orr, Gen'l Agt., B. & O. S. W. or any other member of the Committee can give you specific information as to what the T. St. L. & W. are quoting, but I have no means of *knowing* their rates.

The Virginia Lines Committee, is as follows:

S. S. Dudley, Agt., Kanawha Despatch—K. B. Hannigan, Agt.; Asheville Line, H. E. Morris, Agt.; Cumberland Gap Despatch, J. N. Chandler, Gen'l Agt.; L. & N. R. R., each one acts as Chairman for one week. Recently Mr. E. S. Orr, Gen'l Agt., B. & O. S. W., has been attending the *daily meetings* of the Virginia Lines and could no doubt give you specific information regarding the T. St. L. & W. competition, both as a member of the Eastbound and of the Virginia Lines Committee.

In writing you 8th, I merely stated what *rates the Virginia Lines had made* and their reasons for the reduction.

I do not attend their meetings nor am I furnished with the evidence on which they base conclusions.

The Committee appear to have the necessary authority to make such rates as circumstances require.

It is a fact that arrangements were made at New York meeting for this office to be furnished with statistics and I took the subject up at once (as per letter attached) with all the roads named, some roads commenced at once to report from July 22nd, others have responded from day to day since that time and not until to-day did I receive the

first report from one of the roads. The incomplete statistics for July are therefore of little use, but I hope that we will be in better shape on traffic billed via T. St. L. & W. from East St. Louis on and after Aug. 1st.

I regret my inability to furnish you with *positive proof*, and do not wish to repeat rumors of what the T. St. L. & W. is doing and for that reason ask that you get facts and figures direct from the Traffic Officials who undoubtedly know the competition they find in the market.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 10, 1901.

Please refer to file 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of your two letters of the 9th, your File 4106, and am glad that the L. H. & St. L. are attending your meetings and are co-operating with your Committee in the maintenance of rates.

I do not know that General Traffic Manager Whitney advised you, but he did state to me personally that he would maintain rates out of East St. Louis. Now if you have any information that he is not doing so, if you will send it to me I think I can place it where it will do some good.

What do the statistics that you receive from the roads the Clover Leaf deliver their freight to show as to the tonnage they are taking as compared with other roads—wouldn't that give you some clew to the matter?

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 3, 1901.

Please refer to file 8380.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, Union Station, St. Louis, Mo.

Dear Sir: Herewith please find copy of the proceedings of meeting held October 1st of the initial lines from the Mississippi and Ohio River crossings, also *private memorandum* in regard to the *export grain rates,* effective October 21st.

Understanding that the St. Louis Committee is to have a meeting to-morrow, I think it would be well for you to bring these matters to their attention in order to see that instructions have been given as to the maintenance of rates and also to the matter of engagements.

Kindly let me hear from you in regard to this.

Yours very truly,

J. F. Tucker, Chairman."

Enclosure.

"Confidential.

That on or before October 10, 1901, a list of all engagements at variance from authorized tariff or *agreed rates,* from Mississippi or Ohio River gateways to Central Freight Association or Trunk Line points, that are not or cannot be cancelled, shall be sent under personal cover to the Chairman, who shall consider them, and within a reasonable time thereafter, if in his judgment the conditions demand it, call another meeting of all interested roads and announce what rates can be maintained—this with a view and understanding that upon the expiration of such engagements (but in no case later than January 1, 1902) full authorized rates can and will be maintained on all traffic."

"Confidential.

Memorandum of October 3, 1901.

Export Grain Rates.

Effective October 21, 1901.

From Chicago	To		
	New York.	Philadelphia.	Baltimore.
Corn, Rye, Wheat and Barley	13c.	12c.	11½c.
Oats	15c.	14c.	13½c.

The above rates are to be absolutely net rates from Chicago regardless of points of origin.

From Peoria and Bloomington	To		
	New York.	Philadelphia.	Baltimore.
Corn, Rye, Wheat and Barley	13½c.	12½c.	12c.
Oats	15½c.	14½c.	14c.

From East St. Louis and Beardstown	To		
	New York.	Philadelphia.	Baltimore.
Corn, Rye, Wheat and Barley	14c.	13c.	12½c.
Oats	16c.	15c.	14½c.

October 3, 1901."

"Central Freight Association.

Office of the Chairman,

8th Floor Monadnock Block.

Chicago, October 23. 1901.

Please refer to File 8380.

Personal.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Information comes to me that rates on provisions and also on cotton are not being maintained out of East St. Louis—this despite of very strong resolutions

adopted at the meeting here October 1st. Won't you kindly give me your information in regard to these matters.

I am told the Clover Leaf are taking almost the entire shipments of provisions from the East St. Louis Stock Yards. What does that movement amount to in the aggregate each week, i. e., what number of cars; and my information seems to point to the Clover Leaf and Big Four as to the non-maintenance of cotton rates.

Have you the statistics for the first two weeks of October? If so, could you kindly send me a copy.

Yours very truly,

J. F. Tucker,
Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, October 25, 1901.
Please refer to file 8380.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of your personal letter of the 24th, your 4106, in relation to cotton rates.

My understanding is that the C. C. C. & St. L. gave notice to the St. Louis Committee some days ago that they could not longer be held to the understanding in relation to these cotton rates, and therefore it seems to have gone beyond what might be termed "rumors." (Is this so?)

Is all cotton taken at the same rates—i. e., round and square baled, and what is the average weight per car of the round bales (50,000) and the average weight per car of square bales (25,000) and what comparative percentage (5 to 10%) does the square bale movement bear to the round bale movement?

It is beyond my comprehension to draw any satisfactory conclusions from some of this statistical showing.

Yours very truly,

J. F. Tucker,
Chairman."

"Oct. 28, 1901.
4106.

Personal.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 20th, file 8380. As I did not attend the *Conference* Meeting of St. Louis Committee 22nd inst., and have not been officially notified of what transpired at meeting, regarding Cotton rates, I am not prepared to verify what you say about C. C. C. & St. L. Ry. notice, etc. As regards the rate, so far as I know the rate is same as Round and Square Bale Cotton.

We have not kept any record as to shape of cotton shipped, being interested only in the tonnage.

I am of the opinion Round Bale can be loaded twice as heavy as Square (Compressed) Bale. The *estimated average* per car (different size cars considered) would probably be for Round Bale 40,000 lbs. and Square Bale 20,000 lbs. per car.

For same reasons given above, I am unable to give you from records the percentage of Round and Square Bales passing through this gateway.

Enquiry being made of the St. Louis Cotton Exchange, I am informed that the movement from East St. Louis to all destinations during the past season was, as near as the Cotton Exchange can determine, 769,000 Square Bales, 84% and 150,000 Round Bales, 16%.

I regret exceedingly that the statistics prepared in this

office do not meet with your approval, the same forms have, however, been used for years and are apparently satisfactory to both the Executive and Traffic Officials of the roads, members of this Committee, otherwise they would certainly order them changed.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, October 30, 1901.

Please refer to file 8380.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: I have your personal letter of the 28th, your File 4106.

I have been endeavoring in as quiet and judicious manner as occurred to me to ascertain what caused this break in cotton rates just at the commencement of the cotton season, when there was seemingly a distinct understanding that rates should be absolutely held solid, and the result of which will probably extend through the entire cotton season. I am not able to get at any facts that will guide my judgment.

Won't you kindly make some inquiries about the average weight of round bales as compared with square that can be loaded in a standard 36-ft. car.

You totally misunderstood my criticism as to my not being able to draw any conclusions from your statistics. I had not the remotest thought in my mind that the form of statistics was irregular or to be criticised in the least—my only point was that I was unable from the statistics to come to any conclusion as to what lines at St. Louis had brought about this cotton rate demoralization. It goes without any-

one saying it that whatever the executives or the traffic officials approve as to their statistics is proper—at any rate, it is not for me to criticise it, and I had not the least intention to do so. You seem to have jumped too readily at the conclusion.

Yours very truly,
J. F. Tucker,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 742."

Complainant offers in evidence correspondence in regard to the co-operation of the Central Freight Association, and other eastern lines, to secure a portion of the tonnage of the Toledo, St. Louis & Western Railway; as follows: (4106)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 12, 1901.
Please refer to File 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 10th, your File 4106, in regard to the T. St. L. & W. R's rates.

It occurred to me that the statistics you are obtaining from the connecting lines east of the T. St. L. & W. would enable you to judge some whether that road is taking more than a reasonable share of the traffic. I can only repeat what General Traffic Manager Whitney told me, that he had no disposition and would not reduce the authorized rates from East St. Louis.

I will follow this matter up so far as seemingly I can to see whether there is any really good ground for com-

plaint, because if there is there should be some action taken.

Yours truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 24, 1901.

Please refer to File 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: Below please find copy of letter from General Freight Agent Keepers of the Illinois Central:

"I presume you have received a report of the St. Louis representatives regarding the excessive amount of freight via the Clover Leaf road and the opinion expressed that that line is not maintaining rates. Also that two of its connections are participating in the reductions.

What steps, if any, have been taken towards the maintenance of rates by this line and its connections?"

I have not received any report of the St. Louis representatives. To what does he refer. Kindly advise.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 27, 1901.

4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 24th, file 8320. Your letter was read at Special Meeting to-day, the B. & O. S. W., Big Four, C. P. & St. L., Ill. Cent., Southern, T. H. & I., and The Wabash being represented, and I was instructed to inform you that the reports were issued by this office and copies were sent to the St. Louis representative of each road to be forwarded to their Executive Officers, *only*.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 29, 1901.

Please refer to File 8320.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, Union Station, St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 27th instant, your file 4106:

I think if the St. Louis Committee would send me these reports and proceedings under personal cover, it might enable me to be of much service in dealing with the subject of maintenance of rates, and can see no earthly harm that can result therefrom. In this particular case complaints come to me that the Clover Leaf is not maintaining rates out of St. Louis. I am handicapped in the investigation by not knowing the tonnage they took as compared with others.

To illustrate: I have seen a statement that they took 18,000 tons from August 1st to 16th inclusive, but do not know the total tonnage taken by all lines from East St. Louis. I understand, however, that this particular tonnage, as well as some cotton statistics, have been sent to the Executives, and therefore will in due time probably be acted upon.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 30, 1901.

4106.

PERSONAL.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 29th, file 8320. Your letter was read at special meeting to-day, B. & O. S. W., C. & A., C. P. & St. L., Big Four, Ill. Cent., L. H. & St. L., Southern and T. H. & I. being represented, and it was:

Resolved, That Chairman Tucker be furnished with all

Tonnage and Commodity Statements issued by this office.

Enclosed find all statements issued during the month of August.

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.

8th Floor Monadnock Block.

Chicago, September 3, 1901.

Please refer to file 8320.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: I have your personal letter of the 30th ultimo, your file 4106, with its enclosures:

These figures enable me to somewhat judge of the condition.

How do you account for 21,000 tons of the 25,000 tons of wheat taken by the B. & O. S. W. and Southern? What is the destination of this wheat? Are you sure that the tonnage reported by the connections of the T. St. L. & W. includes only that going to the western termini and points beyond? I mean to try to induce General Traffic Manager Whitney to in some way furnish me his statistics, for, as I understand your figures, of a total of 78,000 tons carried from August 1st to 16th, both inclusive, the Clover Leaf's connections report that line taking out of East St. Louis 25,000 tons, of which 10,000 tons was wheat and 5,000 tons flour.

They say figures do not lie, but they are awfully provoking once in a while.

Yours very truly,

J. F. Tucker,

Chairman."

"Sept. 6, 1901.
4106.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 3rd, file C-8320. Your letter was read at Special Meeting to-day and I was instructed to inform you that the wheat is all for export and billed at Tariff rate.

Regarding T. St. L. & W. tonnage, it is all abstracted (as per attached abstract) showing destination, etc.

I enclose copy of Eastbound Tonnage and Commodity Report for August. The T. St. L. & W. Commodity Report for August will be sent you on Tuesday 10th inst.

Yours respectfully,
Chairman."

"Central Freight Association.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, September 12, 1901.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am obliged for your favor of the 11th, your 4106. It occurred to me that possibly the statistics from the eastern connections of the Clover Leaf might have included some Central Freight Association business—this letter of yours puts that at rest.

Now in regard to your Consolidated Report: I presume the tonnage charged against the T. St. L. & W. in your No. 2 column was for a week. Your No. 2 column says that the Clover Leaf took 13505.23 tons from August 1st to August 31st, while your Column No. 3 states that the Clover Leaf took 35995.70 tons. The difference in the total of your No.

2 and No. 3 is the difference between the tonnage you show charged against the Clover Leaf in No. 2 and as charged in No. 3. Wouldn't it have been well to have made a footnote to explain this?

I make a further suggestion that it seems to me it would have been well to have said at the top of your report "Eastbound Dead Freight, and Live Stock and Dressed Meats from St. Louis and Included Places, to the Western Termini of the Trunk Lines and Points East Thereof."

Bear in mind these are only suggestions.

Yours very truly,

J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman,
8th Floor Monadnock Block.

Chicago, October 25th, 1901.
Please refer to file 8380.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of your personal letter of the 24th, your File 4106, as to tonnage delivered by the Clover Leaf to the Pere Marquette.

"I do not understand that you are having any difficulty in obtaining the tonnage delivered by the Clover Leaf to the Pere Marquette, nor from any other of their eastern connections—if you do have any difficulty please let me know and I will endeavor to aid you."

I was informed the Clover Leaf were delivering to the Pere Marquette at Toledo quite a tonnage; that the Pere Marquette took it up to Detroit and there delivered it to the Canadian Pacific, Grand Trunk or some other eastern con-

nection, and thought it would be of interest to you so called your attention to it.

Yours very truly,
J. F. Tucker,
Chairman."

The Patriarche of the P. M. route advises me he is giving you all the tonnage received by that route so that settles that."

"Nov. 22, 1901.

Mr. J. F. Tucker, 4106.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Referring to yours July 15th, file 8320, regarding Statistics of T. St. L. & W. R. R. tonnage being furnished by their Eastern connections.

At meeting of the Committee to-day I was instructed to inform you that the last statement of T. St. L. & W. tonnage received from the N. Y. C. & St. L. R. R. is dated Oct. 31st, as you will see by notation on Commodity report of T. St. L. & W. R. R. Tonnage, Nov. 1st to 16th, inclusive.

If you can aid in our securing the information from the N. Y. C. & St. L. Ry. as requested by the Executive Officers at meeting in New York, July 11th, it will be appreciated. Awaiting your reply, I am,

Yours respectfully, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 23, 1901.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of your two favors of the 22nd,

your File No. 4106, in relation to the statistics of eastbound tonnage to be furnished by the N. Y. C. & St. L. and Pere Marquette.

The action of the executives at the New York meeting July 11th was:

"That the Chairman of the St. Louis Committee is hereby authorized to write to the chief freight traffic officials of the roads that have here agreed to furnish statistics of all through traffic via the T. St. L. & W. R. R. Co., from and through St. Louis and East St. Louis, eastbound to the western termini and points east thereof, i. e., Ann Arbor, B. & O., Erie, L. E. & W., Lake Shore, Michigan Central, N. Y. C. & St. L., Pennsylvania Lines and Pere Marquette, calling their attention to this action and requesting that such statistics be sent him."

Did you write General Freight Agent Spriggs of the N. Y. C. & St. L. in regard to their statistics of tonnage not being sent? I have written the N. Y. C. & St. L. in regard to them to-day.

As to the Pere Marquette, as your letter to Traffic Manager Patriarche was only sent November 22nd, it seems to me it would be well to wait for a few days to see what reply is made to that letter. My understanding is that the Pere Marquette are not taking any Clover Leaf business; that have no direct connection with the Clover Leaf, having to use the Toledo Belt, and that lately the Toledo Belt have advanced the Belt charges from $2.00 to $5.00, so that it forced the Pere Marquette out of the traffic. This information might not be correct, but I feel satisfied that Mr. Patriarche will answer you correctly and understandingly. Should he not do so, please let me hear from you again and I will be of any aid possible. Yours very truly,

J. F. Tucker, Chairman."

"Nov. 26, 1901.

Mr. J. F. Tucker, 4106.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 23rd, file 8320.

I am well aware of Executives' action in New York, July 11th. See my letter to you July 13th, also Aug. 10th, in reply to yours Aug. 8th, file 8320. All the roads mentioned in resolution July 11th were written to and have sent me the information asked or advised, not handling any T. St. L. & W. Tonnage.

The N. Y. C. & St. L. responded promptly to the request for Statistics and continued sending statements up to October 31st. We did not receive any from them since that date until yesterday, when package arrived containing statements dated November 1st to 21st, inclusive.

Several letters regarding the furnishing of statistics have passed between G. F. A. Spriggs and myself and possibly the information will reach me regularly in the future.

As regards the Pere Marquette Statements. By reference to my letter to Mr. Patriarche, dated Nov. 22nd, you will see that sundry letters or telegrams have passed between us on the subject of securing the information more promptly than heretofore.

The Pere Marquette Statement of *October* tonnage reached me November 23rd. Your understanding *may* be correct, as to the Pere Marquette not taking much, if any, Clover Leaf business *at present*, but the Supplemental Statement, dated November 26th, which I send you herewith, shows what the Pere Marquette did carry in *October*, also shows the T. St. L. & W. Tonnage from *East St. Louis in October*, handled by the N. Y. C. & St. L. *since their report to me dated October 31st.*

If you desire to know the entire tonnage carried by the T. St. L. & W. in October, according to Statistics fur-

nished me, you will find the figures on the Statements, dated November 12th and November 26th. The Pere Marquette September tonnage on Statement dated 12th, should, however, be first deducted.

Hoping that all statistics will reach me more promptly than heretofore, I am, Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 26, 1901.

Please refer to File 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: As requested by you, I wrote General Freight Agent Spriggs of the N. Y. C. & St. L. R. R. Co., November 23rd, as to furnishing statistics. He answers under date of the 25th:

"We are not at present short of any advices to Mr. Fraser. In your communication I do not notice that the Grand Trunk make any returns although I understand quite a lot of business is being sent via the National Despatch over that route."

I think Mr. Spriggs refers to the freight delivered to the Detroit Southern, as my understanding is that the Clover Leaf deliver their freight to the Grand Trunk over the Detroit Southern. Wouldn't it be well for you to write the General Freight Agent of the Detroit Southern as to these statistics? How does Mr. Spriggs come to the conclusion that he is not short of any advices to you? I do not seem to understand this matter.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 27, 1901.

Please refer to File 8320.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis Mo.

Dear Sir: I am in receipt of yours of the 26th, your File 4106. My object in inquiring as to whether you had any correspondence with Mr. Spriggs, was to ascertain what his position is—however, his letter to me informs us as to that.

I do not know that my understanding is correct as to the Pere Marquette, but Traffic Manager Patriarche of that road informed me some time ago that they had no direct connection with the Clover Leaf at Toledo, and were dependent upon a belt road, and that recently the belt road had raised their charge per car from $2.00 to $5.00, which virtually ruled them out.

My understanding is that considerable of the Clover Leaf traffic given to the Grand Trunk, and possibly other roads, is delivered to the Detroit Southern. Have you had any correspondence with the General Freight Agent of the Detroit Southern?

The statements of statistics seem to fully cover all the requirements.

My only point in this whole thing was to endeavor by all means in my power to obtain for the St. Louis Committee the statistics they desire, and will be very glad to be of any service in the future in this matter.

Yours very truly,

J. F. Tucker, Chairman."

"Nov. 27, 1901.
4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 26th, file 8320. As you have, no doubt, received my letter of the 26th, ere this, you will understand the situation better than when you wrote me.

The Commodity Statement sent with my letter 26th shows tonnage via the Pere Marquette, which is possibly what G. F. A. Spriggs refers to.

If, however, you have reason to believe the T. St. L. & W. are sending business, in which we are interested, via the Detroit Southern, I believe better results would follow if you as Chairman of the Meeting in New York July 11th, would take the subject up with Pres't Hunt or G. F. A. Ferris—the Detroit Southern not having been represented at the New York meeting. If after you have explained the situation to the Detroit Southern R. R. Officials and you find that they are handling the business and will furnish the information, I will, on receipt of advice to that effect from you, follow it up and endeavor to secure statements from them.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 29, 1901.

Please refer to File 8320.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I have yours of the 27th, your File 4106, in relation to the eastbound statistics.

I will take the matter up with General Freight Agent Ferris of the Detroit Southern to ascertain whether they

are handling any of this traffic, as I have been informed they are.

Yours truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, December 16, 1901.
Please refer to file 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Enclosed find copy of letter from General Freight Agent Ferris of the Detroit Southern Railroad, and copy of my reply thereto.

Yours very truly,

J. F. Tucker,
Chairman.

Enclosure.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, December 16, 1901.
Please refer to file 8320.

Copy.

Mr. Frank Ferris,
General Freight Agent Detroit Southern Railroad,
Detroit, Mich.

Dear Sir: I am in receipt of your favor of the 14th, your file 13-D.

The statistics we would like sent to Chairman Fraser of the St. Louis Eastbound Committee are the statistics of tonnage via the Clover Leaf Road delivered to you at Toledo or elsewhere, destined to the western termini of the Trunk

Lines and points east thereof. Can and will you furnish these statistics. Please answer.

Yours very truly,
Chairman."

"Copy

DETROIT SOUTHERN RAILROAD COMPANY.

Detroit, Mich., December 14th.

Mr. J. F. Tucker,
Chairman Central Freight Association,
Chicago, Ills.

Dear Sir: Owing to my absence from the city since the receipt of your letter of November 29th, and pressure of business since my return, I have been unable to reply to your letter referred to.

We are receiving but very little business from St. Louis via the Clover Leaf road. However, if you will give the character and nature of the statistics you wish furnished, I will give the matter consideration, and advise you if we can comply with your request.

Yours very truly,
(Signed) Frank Ferris,
G. F. A."

"Dec. 26, 1901.
4106.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to my letter Nov. 27th, your replies Nov. 29th and Dec. 16th, file 8320.

Have you been able to secure any definite information as to whether or not the Detroit Southern have or are handling any of this traffic and if so, will this office be furnished with statements of same.

On receipt of information from you that statements will be furnished, I will send blanks and envelopes to G. F. A. Ferris.

Awaiting your reply, I remain,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, December 27, 1901.

Please refer to file 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I have yours of the 26th, your file 4106.

Have not heard anything definite from the Detroit Southern yet, and will again write them to-day.

Yours very truly,

J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, January 3, 1902.

Please refer to file 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I have the following from Division Freight Agent Fidler of the Detroit Southern:

"Your letter of the 27th relative to our furnishing you with statistics of eastbound tonnage received from the Clover Leaf Road from St. Louis for western termini of the

Trunk Lines and to points east thereof, beg to advise that owing to the Clover Leaf refusing to file the statistics, we, as an intermediate line, cannot consistently furnish the information."

I enclose herewith copy of letter written to General Freight Agent Ferris in the matter.

Yours very truly,
J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 3, 1902.

Copy. Please refer to File 8320.

Mr. Frank Ferris, General Freight Agent Detroit Southern R. R., Detroit, Mich.

Dear Sir: Under date of January 2nd, his File 13-D, I have the following from H. A. Fidler, D. F. A. Detroit Southern, at Detroit:

"Your letter of the 27th relative to our furnishing you with statistics of eastbound tonnage received from the Clover Leaf Road from St. Louis for western termini of the Trunk Lines, and to points east thereof, beg to advise that owing to the Clover Leaf refusing to file the statistics, we, as an intermediate line, cannot consistently furnish the information."

At the New York meeting of the executives, at which President Norton of the Clover Leaf was present, while he declined to furnish these statistics, he stated, as I remember it, that he had no objection to the eastern roads that received freight from the Clover Leaf furnishing them if they desired to do so, and I was a little surprised at receiving this letter from Division Freight Agent Fidler instead of from you, and thinking that you might not fully understand the situation thought best to again write you, for my

understanding is that the Clover Leaf will not object to your furnishing these statistics. It is important that the St. Louis statistics should be as complete as possible, not only for present use but possibly for future use, in which the Clover Leaf may be interested, and I cannot see why there can be any objections either on the Clover Leaf's or on your part to furnishing these figures. Won't you kindly fully write me about it.

Yours very truly,

Chairman."

"Jan. 4, 1902.
4106.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 3rd, file 8320. Please advise soon as you receive reply to your letter 3rd to G. F. A. Ferris. If the circumstances warrant, I desire to report to the Committee.

I understand that Frank Ferris has left the D. S. R. R. and that D. F. A. Fidler is acting G. F. A. Possibly it would secure better result if you would write Mr. Sam'l Hunt, Pres't.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 6, 1902.
Please refer to File 8320.

Mr. R. M. Fraser, Chairman, St. L. E. B. F. Committee,
St. Louis, Mo.

Dear Sir: With reference to your favor of the 4th instant, file 4106, relative to the Detroit Southern R. R. furnishing you with statistics of traffic delivered to that com-

pany by the Clover Leaf, destined to western termini of the Trunk Lines and points east thereof.

I again wrote G. F. A. Ferris very fully under date of January 3rd and asked that he kindly let me have reply as promptly as possible as to what conclusion he reached. Since writing said letter we notice Mr. Ferris has severed his connection with the Detroit Southern R. R., and will probably be succeeded by Mr. Fidler. I think, however, it will be best to await reply to my letter January 3rd, before writing again.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 18, 1902.
Please refer to File 8320.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I enclose you herewith copy of letter from General Freight Agent Schindler of the Detroit Southern, and copy of my reply thereto.

Does anything further occur to you that I can be of service in this matter.

Yours very truly,
J. F. Tucker, Chairman."

Enclosure.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 18, 1902.
Please refer to File 8320.

Copy.

Mr. T. C. M. Schindler, General Freight Agent Detroit Southern Railroad, Detroit, Mich.

Dear Sir: Acknowledging receipt of your letter of the

16th, your File 13-D: As written you previously, the President of the T. St. L. & W. declined to furnish these statistics, but stated at the meeting of the executives that he had no objections, to the eastern connecting lines of that road doing so if they thought best.

The statistics from these large centers are of interest to all roads, and I regret your decision for I cannot see that any harm could come from your giving Chairman Fraser these figures, and can possibly see in the future much good that might result to the general interests.

Yours very truly,

Chairman."

"Copy.

DETROIT SOUTHERN RAILROAD COMPANY.

Detroit, January 16, 1902.

Mr. J. F. Tucker, Chairman Central Freight Association, Chicago, Ill.

Dear Sir: Referring to your favor of the 9th inst., addressed to Mr. H. A. Fidler, in regard to furnishing Chairman Fraser with a memorandum of the tonnage delivered us by the T. St. L. & W. R. R., forwarded from East St. Louis, destined to the western termini of the Trunk Lines and east.

"It seems to me Mr. Fraser should obtain this information from the T. St. L. & W. R. R. and not expect us, as a friendly connection with that line, to furnish such information. I certainly cannot consistently undertake to provide information of this character."

Yours very truly,

(Signed) T. C. M. Schindler, G. F. A."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 24, 1902.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I have yours of the 21st, your File 4106. I will endeavor to have a talk with General Freight Agent Schindler the first opportunity, which probably will not be before the February meeting; but in view of the action of the chief freight traffic officials taken here Wednesday, I am inclined to the belief that now would be a very opportune time, and it seems to me very important if we could possibly bring it about, to have the Clover Leaf again become a member of the St. Louis Committee and furnish their statistics. Yours very truly,

J. F. Tucker, Chairman."

"Oct. 10, 1903.

Mr. J. F. Tucker, 4106.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Referring to conference of Executives of Eastbound roads in New York, July 11th, 1901. As shown on page 3 of the proceedings it was Resolved that roads named were to furnish statistics of through traffic from St. Louis via T. St. L. & W. R. R.

As you are aware, we have been receiving information from several eastern connections of the T. St. L. & W. Attention has recently been called to the fact that the T. St. L. & W. and Grand Trunk have jointly secured control of the Detroit & Toledo Shore Line (an electric line) and have built an extension completing a Steam Line between Detroit and Toledo.

It is reported that T. St. L. & W. traffic is now being

sent via that route to the Grand Trunk Ry. and we should be furnished with Statistics.

As the Grand Trunk was not named as one of the roads that would furnish me with the desired information and as you were Chairman of the meeting, am satisfied that better results would follow if you will be so kind as to take the subject up with Mr. John Pullen, G. F. A., Grand Trunk Ry., Montreal, and who attended the meeting July 11th, 1901, and endeavor to arrange for me to be furnished with the information required.

If after you have explained the situation to the Grand Trunk officials and find that they will furnish me the information, I will, on receipt of advice to that effect from you, follow it up by furnishing necessary blanks and envelopes for reports in line with what was stated in my letter dated July 16th, 1901, to the several traffic officials (copy attached).

By reference to your file 8320, Nov. and Dec., 1901, and Jan., 1902, you will see that I had similar correspondence with you regarding statistics from the Detroit Southern Ry. Our efforts, however, in that instance was a failure.

Hoping that you will give the subject your early attention, advising me result, I am,

Yours respectfully, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 12, 1903.
Please refer to File 8380.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 10th, your File 4106, and enclosing herewith copy of letter this day written to A. G. F. A. Hayes of the Grand

Trunk Railway System, who I think has jurisdiction over this matter:

I will endeavor to follow the matter up promptly and keep you advised. Yours very truly,

(Enclosure.) J. F. Tucker, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct 12, 1903.

(Copy.) Please refer to File 8320.

Mr. C. A. Hayes,
A. G. F. A., Grand Trunk Ry. System,
Chicago, Ill.

Dear Sir: I understand that the Grand Trunk Railway System and the Toledo, St. Louis & Western have jointly secured control of the Detroit & Toledo Shore Line, which was an electric line, and having built an extension to it, have completed a steam line between Detroit and Toledo.

At an executive meeting of the eastbound roads held in New York July 11, 1901, President Norton of the T. St. L. & W. was not willing to furnish the statistics of the eastbound traffic from St. Louis via the T. St. L. & W., but the executives of the connecting roads all agreed to furnish to R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, at St. Louis, the tonnage delivered each of their roads by the T. St. L. & W. so that the St. Louis eastbound statistics should be as correct as possible.

Appreciating as you will the necessity of having complete statistics, will you kindly endeavor to arrange that this information shall be furnished?

If you are agreeable to this, upon receipt of advice from you will request Chairman Fraser to send the necessary blanks and envelopes for such reports.

Kindly advise and oblige. Yours very truly,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 30, 1903.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your letter of October 10th, your file 4106, relative to furnishing statistics of through traffic via the Clover Leaf:

I herewith enclose copies of letters which are self-explanatory. As I see it now, you will have to put a footnote that your statistics do not include traffic via the Clover Leaf in connection with the Grand Trunk.

Yours very truly,
(Enclosures.) J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 12, 1903.
(Copy.) Please refer to File 8320.

Mr. C. A. Hayes,
A. G. F. A., Grand Trunk Ry. Sys.,
City.

Dear Sir: I understand that the Grand Trunk Ry. Sys. and the Toledo, St. Louis & Western have jointly secured control of the Detroit & Toledo Shore Line, which was an electric line, and having built an extension to it, have completed a steam line between Detroit and Toledo.

At an executive meeting of the eastbound roads held in New York July 11, 1901, President Norton of the T. St. L. & W. was not willing to furnish the statistics of the eastbound traffic from St. Louis via the T. St. L. & W. but the executives of the connecting roads all agreed to furnish to R. M. Fraser, Chairman St. Louis Eastbound

Freight Committee at St. Louis, the tonnage delivered each of their roads by the T. St. L. & W. so that the St. Louis eastbound statistics should be as correct as possible.

Appreciating as you will the necessity of having complete statistics, will you kindly endeavor to arrange that this information shall be furnished.

If you are agreeable to this, upon receipt of advice from you will request Chairman Fraser to send the necessary blanks and envelopes for such reports.

Kindly advise and oblige.

Yours very truly,
(Signed)
Chairman."

"GRAND TRUNK RAILWAY SYSTEM.

Copy. Chicago, Oct. 14, 1903.

Mr. J. F. Tucker,
Chairman, C. F. A., City.

Dear Sir: Statistics of traffic, ex-Toledo, St. Louis & Western R. R. Yours of October 12, file 8320. For your information would state that this office has no jurisdiction whatever over traffic in connection with the Clover Leaf and I have, therefore, taken the liberty of referring your letter direct to General Freight Agent Pullen, and I assume that you will hear from him direct.

Yours truly,
(Signed) C. A. Hayes,
A. G. F. A."

"GRAND TRUNK RAILWAY SYSTEM.

Copy

Deg. 37540

Mr. J. F. Tucker, Montreal, Oct. 16, 1903.
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Statistics acct. traffic ex. T. St. L. & W. R.

R. Referring to your letter of October 12th addressed to A. G. F. A. Hayes in reference to the above.

It would not be consistent for us to report traffic received from the Clover Leaf. Furthermore, such a report would not be complete, because it would only show traffic to the Grand Trunk and not to other eastern connections.

Yours truly,

(Signed) John Pullen, G. F. A."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Copy Chicago, October 19, 1903.

Please refer to File 8320.

Mr. John Pullen,

G. F. A., Grand Trunk Ry. System,

Montreal, P. Q.

Dear Sir: Responding to your letter of the 16th instant, your file DRG-37450, relative to the statistics of traffic delivered to the Grand Trunk Ry. System by the T. St. L. & W. R. R.:

This matter is simply an endeavor to have the eastbound statistics out of St. Louis correct. All the other eastern connections of the T. St. L. & W. are furnishing the statistics, and in order to have them as near correct as possible, it is requested that the Grand Trunk should do the same.

At an executive meeting held in New York some two years ago, President Norton of the T. St. L. & W. stated he was not willing to furnish the statistics, but that he had no objection to the eastern connections of the Clover Leaf doing so.

I trust you will reconsider your views and give instructions that these statistics shall be furnished to Chairman Fraser of the St. Louis Eastbound Freight Committee.

Yours very truly,

(Signed) Chairman."

"Grand Trunk Railway System.

Copy DRG 37540.

Montreal, Oct. 24, 1903.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Replying to your letter of October 19th with regard to furnishing statistics of traffic delivered to the Grand Trunk Ry. by the T. St. L. & W. "I am sorry we cannot comply with your request in this matter. First of all, we do not believe that we should be expected to go to the trouble and expense of collecting this information for statistical purposes of the St. Louis lines, and, secondly, it is a fact as you probably know, that the T. St. L. & W. does not make direct connection with the Grank Trunk," but its traffic is delivered to us through the various Toledo-Detroit lines.

Yours truly,
(Signed) John Pullen, G. F. A.

"Central Freight Association.

Office of the Chairman, 8th Floor, Monadnock Block.

Copy. Chicago, October 26th, 1903.

Please refer to File 8320.

Mr. John Pullen,
G. F. A., G. T. Ry. System,
Montreal, P. Q.

Dear Sir: Referring to your letter of the 24th instant, your 3754: The compiling of the statistics of traffic from East St. Louis is a matter of general interest to all eastern lines—not only to the initial lines from East St. Louis, but those from Peoria and Chicago, and as you will agree it is important, if these statistics are to be kept up, that they should be as near correct as it is possible to have them, and it would be but little trouble or expense to furnish

this information, the blanks being furnished by the Chairman of the St. Louis Eastbound Freight Committee. However, if you still feel that you cannot do this on account of the delivery of that freight through other channels, I will so advise the St. Louis Committee.

Yours truly,
(Signed)
Chairman."

Copy

"GRAND TRUNK RAILWAY SYSTEM.

Montreal, October 28, 1903.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Replying to your letter of October 26th, with regard to statistics of traffic from East St. Louis. I think my letter of October 24th covered it quite fully, and I do not see any reason for changing the decision.

Yours truly,
(Signed) John Pullen,
G. F. A."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Copy. Chicago, October 30, 1903.
Please refer to file 8320.

Mr. John Pullen,
G. F. A., Grand Trunk Ry. Sys.,
Montreal, P. Q.

Dear Sir: Replying to your letter of the 28th instant, your DEG-37540:

I regret your conclusion in this matter, for it seems to me

it will prevent correct statistics of the St. Louis eastbound traffic.

Yours very truly,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, March 24, 1904.
Please refer to file 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In looking over your statement of commodities for the period March 1st to March 16th, I notice you state at the bottom by Note:

"We do not receive reports of traffic handled via the Grand Trunk."

That, I presume, refers to the delivery by the T. St. L. & W. to the Grand Trunk, and it occurred to me it would be well to have the Note state:

"We do not receive reports of traffic shipped by the T. St. L. & W. via the Grand Trunk."

Yours very truly,
J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, April 15, 1904.
Please refer to file 8320.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In looking over your report of eastbound dead freight, live stock and dressed meats from St. Louis and included places for the month of March, it still strikes me that the foot-note should read:

"We do not receive reports of traffic via the T. St. L. & W. handled via the Grand Trunk."

Another matter: How do you account for the T. St. L. & W. increasing so rapidly in their tonnage?

Yours very truly,

J. F. Tucker,
Chairman."

"April 18, '04.
4106.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 15th, file 8320. Please see your letter March 24th, my reply 28th. You have apparently overlooked the ..... on April report.

I am unable to account for the change in T. S. L. & W. tonnage, by comparing the reports for April 1903 and 1904 you will see that on some commodities they increase and on others decrease.

Respectfully,
Chairman."

St. Louis Eastbound Freight Committee.
Office of the Chairman.

St. Louis, Mo., May 21, 1904.
3246.

Mr. Edw. Keane,
A. G. F. A., T. St. L. & W. R. R.,
City,

Dear Sir: I take pleasure in transmitting to you the action taken at meeting 20th as follows:

Whereas, The T. St. L. & W. R. R. were formerly a reg-

ular member of this Committee, furnishing such statistics as were desired and participating in the expense of its maintenance, and

Whereas, Traffic Manager Whitney on Oct. 8th, 1900, file C. F. 313 advised Committee that having reached the conclusion that the Eastbound Committee was not of sufficient value to the T. St. L. & W. R. R. to warrant obligating it to the rules and regulations, or to contribute toward the expense of its maintenance, gave notice of his intention to withdraw and

Whereas, It is felt that the work of the Eastbound Committee, the Statistics that it compiles and the information that can be gathered by attendance at its meetings would be of as great a value to the T. St. L. & W. R. R. as to the other members,

Resolved, That the Chairman take the subject up with A. G. F. A., Keane with the view of restoring the relations which formerly existed and have the T. St. L. & W. R. R. again become a regular member of the Committee.

Hoping that the proposition will be favorably considered and awaiting your reply, I am,

Respectfully,
(Signed) R. M. Fraser,
Chairman."

"Toledo, St. Louis & Western Railroad Company.

Traffic Department.

Copy St. Louis, Mo., June 10, 1904.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Your letter of the 21st ult., file 3246, regarding resolution of your Committee with respect to this company becoming member of the Eastbound Freight Committee. The matter was referred to General Traffic Manager Ross, who replies under date of the 7th as follows:

"We do not for the present desire to become a member of the St. Louis Eastbound Freight Committee, and, in saying this, we do not want it to be inferred that our policy will be contrary to the rules and regulations as may be made from time to time by the St. Louis Committee, but we prefer not to incur the expense at this time, and you can so answer Mr. Fraser."

Yours truly,
(Signed) Ed. Keane."

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, Sept. 27, 1904.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Under date of the 24th, his File 200, General Freight Agent Webster of the N. Y. C. & St. L. R. R. Co. writes:

'On account of protest we have decided to discontinue furnishing the Chairman of the St. Louis Eastbound Freight Committee with statistics relative to the forwarding of freight via the Clover Leaf.'

Have you had any information in regard to this?

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, October 3, 1904.
Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Is the Toledo, St. Louis & Western Railway Company member of the St. Louis Eastbound Freight

Committee, and have you been sending them copies of the statistics that you have issued from time to time?

Kindly promptly advise. Yours very truly,

J. F. Tucker, Chairman."

"Oct. 4, 1904.

4106.

Mr. J. F. Tucker,

Chairman C. F. A., Chicago, Ill.

Dear Sir: Yours 3rd, file 8320. In reply to your *first* question:

The T. St. L. & W. Ry. *do not* participate in the expenses of this Committee and do *not* furnish this office with copies of billing from which to compile Statistics. The T. St. L. & W. is, however, usually represented at meetings of the Committee and enjoys all of the benefits and privileges of the organization.

For your further information I attach Circular Letter Oct. 12th, 1900, copy of letter from C. D. Whitney giving notice of withdrawal from the Committee. I also attach copy of letter May 21st, 1904, to Mr. Ed. Keane, A. G. F. A., and his reply June 10th, 1904, regarding renewal of the T. St. L. & W. membership. With the above explanation I leave it for you to determine whether the T. St. L. & W. is a member of the St. Louis Eastbound Freight Com.

In reply to your *second* question:

No, sir, we do not furnish the T. St. L. & W. Ry. officials with copies of Statistics compiled in this office.

Respectfully, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, October 6, 1904.

Please refer to File 8320.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 4th, your Files 3246-4106:

From such information as I can at present obtain, understand that the T. St. L. & W. are not willing to report their tonnage, or have their eastern connections report it.

Yours very truly,

J. F. Tucker, Chairman,"

"Oct. 6, 1904.
4106.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to yours Sept. 27th, file 8320, regarding N. Y. C. & St. L. Ry. reports of T. St. L. & W. Traffic.

Not having received report from Agent, Chicago & Erie Ry., Ohio City, Ohio later than No. 26, Sept. 26th, 1904, I wrote (4th) to agent on the subject and received reply as follows:

"Ohio City, O., Oct. 5, 1904.

'Dear Sir: Yours 4th, file 4106, Reports have been discontinued. Mr. H. B. Chamberlain, Third V. P. of Erie Ry. authority.

R. F. Smith, Agt.'

Will you please take the subject up with officials of the Erie Ry., in line with my letter to you Sept. 26th, advising result.

Respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 8, 1904.

Please refer to File 8320.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 6th, your File 4106:

I wrote you a day or two since what my information was in regard to the T. St. L. & W. statistics.

Yours very truly,

J. F. Tucker, Chairman."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Baltimore & Ohio Southwestern R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago & Eastern Illinois R. R. (Frisco System); Southern Railway (St. Louis-Louisville Lines); Chicago & Alton Railway; Illinois Central Railroad; Terre Haute & Indianapolis R. R.; Chicago, Peoria & St. Louis Ry. of Illinois; Louisville, Henderson & St. Louis Ry.; The Wabash Railroad; Terminal R. R. Ass'n of St. Louis.

Wainwright Building, Rooms 314 and 315.

St. Louis, Mo., Dec. 13, 1904.

Please refer to File 4106.

R. M. Fraser, Chairman.
Telephone, Main 846.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: At conference of the Executives of Eastbound Initial Roads from St. Louis, Peoria, Chicago, etc., held at the office of the Trunk Line Ass'n, New York, July 11th, 1901, the subject of the St. Louis Eastbound Statistics was discussed, and the following unanimously adopted:

"Resolved, That the Chairman of the St. Louis Committee is hereby authorized to write to the chief freight traffic officials of the roads that have here agreed to furnish statistics of all through traffic via the Toledo, St. Louis & Western Railroad Co., from and through St. Louis and

East St. Louis eastbound to the Western Termini and points east thereof, (viz: Ann Arbor, B. & O., Erie, L. E. & W., L. S. & M. S., Michigan Central, N. Y. C. & St. L., Pennsylvania Lines and Pere Marquette) calling their attention to this action and requesting that such statistics be sent him."

In accordance with the above resolution the several connections of the T. St. L. & W. R. R. furnished the desired information, which was transmitted to resident members of this Committee and yourself commencing with August 1st, 1901.

In November, 1901, it was ascertained that some T. St. L. & W. traffic was being forwarded via the Detroit Southern to the Grand Trunk Ry. and by reference to correspondence on your file 8320 in November, December, 1901, and January, 1902, you will see the Detroit Southern could not be induced to furnish the desired information, as shown by letter from G. F. A., Detroit Southern Ry., Jan. 16th, 1902, to you, in which he says:

"It seems to me Mr. Fraser should obtain this information from the T. St. L. & W. R. R. and not expect us, as a friendly connection with that line to furnish such information. I certainly cannot consistently undertake to provide information of this character."

In October, 1903, it was stated that the T. St. L. & W. R. R. traffic for the Grand Trunk Ry. was going via the Detroit & Toledo Short Line, which had been acquired by the two roads. As the Grand Trunk was not one of the roads named at the conference in New York, July 11th, 1901, that would furnish me with statistics of T. St. L. & W. R. R. traffic and as you were Chairman of said meeting, you were requested to endeavor to arrange for the Information, but was unsuccessful, as shown in letter from G. F. A., Grand Trunk Ry., Montreal, Oct. 24th, 1903, to you, in which he says:

"I am sorry we cannot comply with your request in this matter. First of all, we do not believe that we should be expected to go to the trouble and expense of collecting this information for statistical purposes of the St. Louis Lines, and, secondly, it is a fact, as you probably know, that the T. St. L. & W. does not make direct connection with the Grand Trunk."

Other roads continued to make reports until in Sept., 1904, we were advised that information would not be furnished by the N. Y. C. & St. L. and the C. & E. Railroads. Your letter Sept. 27th, 1904, file 8320, advised as follows:

"Under date of the 24th, file 200, Gen'l Frt. Agent Webster of the N. Y. C. & St. L. R. R. Co. writes:

'On account of protest we have decided to discontinue furnishing the Chairman of the St. Louis Eastbound Freight Committee with statistics relative to the forwarding of freight via the Clover Leaf.'"

As reports for Sept. from the C. & E. R. R. were not reaching me as expected, I wrote Oct. 11th to Mr. W. B. Chamberlain, V. P., Erie R. R., on the subject and in reply Oct. 24th, he stated:

"We, like other roads connecting with the T. St. L. & W. R. R., discontinued the furnishing of these statistics for the reason that the Clover Leaf people requested us to do so."

The Executive Committee being advised of the status of affairs, a letter was written to A. G. F. A., T. St. L. & W., and reply received as follows:

St. Louis, Mo., Nov. 7, 1904.

Dear Sir: As you are well aware your Eastern connections, with the consent of the T. St. L. & W. officials have furnished this office statements of T. St. L. & W. tonnage delivered to them from East St. Louis destined to the Western Termini of the Trunk Lines and points east thereof.

I have recently been advised by roads who have hereto-

fore been furnishing the statistics that they discontinued the furnishing of these statistics for the reason that the T. St. L. & W. officials requested them to do so.

The matter was referred to the Executive Committee and I have been instructed to inquire if the T. St. L. & W. is not willing to join the Committee or co-operate in the compilation of statistics the same as they do in other matters.

Will you please give this subject your attention, advising conclusions and oblige."

"St. Louis, Mo., Nov. 11, 1904.

Dear Sir: Your favor of Nov. 7th was referred to our General Traffic Manager, who advises me that he prefers to let this matter rest where it is for the present."

At meeting of the Executive Committee on the 9th inst. I was instructed to write you reciting information as above, calling attention to the fact that under the present conditions it is useless to continue compiling the statistics, which, for reasons given, do not furnish the information that was desired and unless otherwise instructed, said semi-monthly reports will be discontinued with the close of 1904.

This detailed information is given you as Chairman of the conference in New York, July 11th, 1901, with the view of your taking such action as you may deem proper under the circumstances as explained.

Awaiting your acknowledgment, I am,

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 743."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning attempt by cotton shippers to get a lower rate on round bales of

cotton than applies on square bales, East St. Louis to eastern points; also records of meeting and recommendations by St. Louis Committee, as follows:

"St. Louis, Mo., Dec. 30th, 1901.
File, 4116.

"To the Freight Committee,

Gentlement: I give below copy of letter from the American Cotton Co., consideration of which is desired at meeting Friday, Jan. 3rd.

'St. Louis, Mo., Dec. 30, 1901.

'Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I beg to ask that you submit to the memebrs of your committee for consideration at their next meeting, which I understand will be held Friday, January 3rd, the question of recommending to the Central Traffic Association the establishment of rate on Cotton in Round Bales to New England Mills and for export, which shall recognize the improved method of preparing cotton for shipment.

In support of this request I call attention briefly to some transportation features of the Round Bale, viz:

The business of packing Cotton in Round Bales has now passed the experimental stage, and has assumed proportions which warrant application to Transportation Lines for a more equitable rate adjustment.

For the purpose of inspection, classing and consolidating lots for shipment, it is necessary to assemble cotton in Round Bales in large volume at shipping centers. Under our plan of assembling we have brought to East St. Louis cotton from a wide expanse of territory, including the output of many compresses located in Oklahoma, Indian Territory, Arkansas, Texas, Louisiana, Tennessee and Mississippi. Much of the cotton assembled at East St. Louis in

Round Bales would not otherwise reach this or other Mississippi River or Ohio River Gateways, but seek an outlet through Gulf Ports.

The members of your Committee are already aware that the Round Bale Packages afford car loading of double the tonnage secured in compressed Square Bales, therefore, I will not burden this correspondence with detailed data relative thereto.

With a saving of approximately 50% in transportation cost in moving Cotton in Round Bales, it will, I believe, impress your Committee as not unreasonable that this traffic be accorded participation in such economy. We, therefore, petition for a reduction of not less than 25% from established compressed Square Bale rates. If, in the wisdom of your Committee it is thought desirable that in connection therein a fixed minimum weight per car set, it will be agreeable to this Company that same be placed at 40,000 lbs. for standard 34 ft. cars.

I desire to draw attention to the fact that it is a precedent of long standing for Transportation Lines to recognize in rate making, improvements in the preparation for shipment of articles of light and bulky character.

That principle has been observed in fixing rating on Cotton in Square Bales; for instance—your present rate from East St. Louis to New York on Cotton in *uncompressed* Square Bales is 42½c per 100 lbs., whereas, for the *compressed* Square Bales the rate is 30 cts. per 100 lbs. the reduction being justified by the increased density, affording heavier loading.

Our contention is simply that this principle of *Density* be extended to the Round Bale, which offers to the carriers a freight as much superior to the Square Compressed Bale as that bale is superior to the Uncompressed Bale.

A reasonable recognition from Transportation Lines at this time will materially stimulate the development of the

new method of preparing cotton for shipment; thus bringing to the carriers a traffic superior in all respects to the old method, together with an increased volume.

It may not be amiss to mention, incidentally, that the Gulf Steamship Lines have adopted for Cotton in Round Bales, moving to European Ports, rate differentials of 25% and above from Compressed Square Bale figures.

In the absence of some recognition beyond Mississippi River and Ohio River Crossings, the tendency must be to divert the Round Bale shipments to the Gulf.

As my stay here is limited, I am hopeful that this matter can be considered at the January 3rd meeting, and to that end will be grateful if you will have a copy of this communication passed to the various members of your Committee, at the earliest practicable date, that they may have an opportunity to consider the question in advance of that meeting.

If agreeable, I shall be glad to attend the meeting to discuss any feature of our proposition which is not satisfactorily covered in the foregoing.

Yours respectfully,
(Signed) H. G. Krake, Traffic Manager.

Respectfully,
R. M. Fraser, Chairman.

"St. Louis, Mo., Jan. 6, 1902.
File 4116.

To the Freight Committee:

Gentlemen:—I attach copy of letters 2nd from the Planters' Compress Co., which was considered at meting 3rd, in connection with letter Dec. 30th, from the American Cotton Co. (See Circular Letter Dec. 30th).

The personal statements made to the Committee by Messrs. Krake, Neville and Sinclair, are included in the attached Circular Letter.

I give below a copy of the resolution adopted at meeting 3rd, as follows:

Resolved, that we recommend to the Central Freight Assn., that a carload rating be established on Cotton, minimum 40,000 lbs., on basis of 25 per cent less than the rate on Cotton in less carload from Mississippi River and Ohio River crossings to New York, with usual differentials to other points, which are at present 5 cts. on Boston rate points, 2 cents on Philadelphia and 3 cts. on Baltimore.

If any change is desired please have subject considered at meeting 7th, advising me.

In absence of action and notice to the contrary, I will understand that no change is desired and resolution will be transmitted to Chairman Central Freight Assn. along with copy of Circular Letter Dec. 30th and January 6th.

Respectfully,

R. M. Fraser, Chairman.

(Copy of letters attached to the above.)

"St. Louis, Mo., Jan. 6, 1902.
File 4116.

To the Freight Committee,

Gentlemen:—I give below copy of letters from the Planters' Compress Co., dated Jan. 2nd and 4th, which should be attached to circular letter Dec. 30th from the American Cotton Co.:

'St. Louis, Mo., Jan. 2, 1902.

Mr. R. M. Fraser, Chairman St. Louis East-bound Frt. Committee, St. Louis, Mo.

Dear Sir:—Mr. Horace Krake, Traffic Manager of the American Cotton Co., has sent me a copy of his letter of December 30th, to you, making application for the establishment of a rate on Cotton, in round bales, from East St. Louis to Trunk Line Territory. I desire to join in this application on behalf of this Company, which is interested

in the baling and shipment of the Lowry Round Bale. As every line which is a member of your Committee, has had experience in the hauling of this package, I take it for granted it is unnecessary for me to go into details as to the weight of cotton in this shape which can be loaded in your cars, it being practically on a basis of about two pounds round Cotton to one pound of square compressed Cotton.

I also presume that the members of your Committee are well aware that all steamship lines at Gulf Ports quote discounts ranging from 25 to 35 per cent in ocean rates on round bale cotton from the current rates in effect on square compressed cotton; in consequence of which reduction in ocean rates, the prevailing tariffs from the cotton growing states to the Atlantic Seaboard, make a considerable higher combination than via Gulf Ports. The present cotton tariffs were issued to meet the conditions prevailing in the trade when the only package which you had tendered for shipment was the square compressed bale. The conditions governing the transportation of round bale cotton are quite different from those governing square bale, and an adjustment of the tariff should be made, which would enable shippers to handle the constantly increasing volume of round bale cotton through the Mississippi and Ohio River gateways on a tariff basis. The only way in which this business has been or can be, worked via these gateways, under your present tariffs, is by a manipulation of same, which practice, we presume, you would prefer to eliminate, if possible.

This matter can be explained to you and our figures proven far better by Mr. Krake and myself being requested to appear before your Committee at your meeting, and, as I understand the meeting is to be held in the Big Four office, and as the offices of both Mr. Krake and myself are in the same building, we would be very glad to appear before you, if you so desire.

I would also state in this connection, that Mr. George Neville, member of the firm of Weld & Neville of Texas, which is the largest individual firm in the United States handling round bale cotton, is in the city and he would also be pleased to appear before your Committee tomorrow, if you desire to hear from him.

Yours very truly,

(Signed) Arthur Sinclair, Jr., Traffic Manager.

"St. Louis, Mo., Jan. 4, 1902.

Mr. R. M. Fraser, Chairman St. Louis East-bound Frt. Assn., St. Louis, Mo.

Dear Sir:—Application for carload rating on Cotton.

Referring to our application of January 2nd, in the event of the above being favorably voted upon, I desire to call the attention of your committee to the great advantage which will accrue to the members of your Association through the establishment of storage warehouses at Ohio and Mississippi River crossings for the handling of gin compressed or round bale cotton.

Square bale cotton is stopped in transit at interior points in the south for compression, (storage being provided at the compresses until it is ready for shipment to the mills) from which points it is forwarded via such gateways as offer the lowest rates.

As round bale cotton is compressed at the gin (original point of shipment) it is not necessary to stop it in transit for compression, but it is necessary to ship it from the gins to large central warehouses where it can be classed, graded and stored until ready for shipment to the domestic or foreign spinners. Such warehouses are built either at the Southern ports, or at the Ohio and Mississippi River crossings, which are the termini of the roads on which the cotton originates. This method of storing gin compressed cotton strongly appeals to cotton growing roads, as they

only have to perform one service in hauling the commodity instead of two hauls necessitated by stopping the square bale in transit for compression.

In consequence of gin compressed or round bale cotton not being stored at points on the originating roads located between point of origin and termini, it is not shipped on through bills of lading from points of origin to the mills, but localled to either a Southern port or to an Ohio or Mississippi River crossing, and later reshipped from those points via either steamers from Southern ports or by rail from Ohio or Mississippi River crossings.

In providing these storage facilities, the shippers of the cotton naturally seek as storage points these gateways through which the combination of the two locals is no higher than the through rate from original point of origin of the cotton, which, under the present adjustment of rates, are the Southern ports, and not the Ohio and Mississippi crossings. As an example, we quote comparative rates today from Texas common points:

To Liverpool, England:	Sq. Comp. Cotton.	Lowry Round Bale Cotton.
To Galveston, 300 miles	60c	60c
Galveston to Liverpool	35c	23c
Through	95c	83c

To Liverpool, England:	Sq. Comp. Cotton.	Lowry Round Bale Cotton.
To E. St. Louis, 700 miles	65c	65c
E. St. Louis to Boston or N. York.	30c	30c
New York or Boston to Liverpool	11c	8c
Through	106c	103c

Difference in favor of Galveston, 11 cts.

In order to provide north-bound loading for such cars as are required at Ohio and Mississippi crossings to carry south-bound merchandise, some of the Southern roads equalize the Galveston combination via Ohio and Mississippi crossings, securing such help as they can from their connections, members of your Association; the present difference of 11 cts. on square cotton from Texas common points to Liverpool is being taken care of by a shrinkage of 6 cts. by the Southern roads, and of 5 cts. by the roads, members of your Association.

As the gin compressed or round bale cotton is not handled through bills of lading, the shippers are obliged to arrange these shrinkages themselves with both the lines leading from the south to Ohio and Mississippi River crossings and those leading east-bound from said crossings. The shrinkage required on round bale cotton owing to the lower freight rates prevailing on same from Gulf and South Atlantic ports being so much greater than on square bale cotton, we find it difficult to handle more than a small percentage of our products through Ohio and Mississippi River crossings. If your Association, however, recognizes these changed conditions and establishes the reduced carload rating applied for, it is our opinion that the Southern roads will adjust the remaining differences against such gateways.

The combination from Texas common points to Boston rate points are as follows:

	Sq. Comp. Cotton.	Round Bale Cotton.
To East St. Louis	65c	65c
E. St. Louis to Boston rate points	35c	35c
	100c	100c

To Galveston	60c	60c
Galveston to Boston rate points, rail and water	38c	38c
	98c	98c

As a matter of fact, owing to there being a differential to Europe on round bale cotton and no published differential to New England, we have not made much effort to sell our product to New England, but, in a number of instances where we have been solicited to do so, we have handled the business on chartered steamers in cargo lots on the following terms from Texas common points:

Rail to Galveston	60 cts.
Steamer, Galveston to Boston	10 cts.
Rail, Boston to Lowell	5 cts.
Extra insurance as against all rail rate	1½ cts.
	76½ cts.

The arbitraries from Boston to New England milling points average about 7 cts. per 100 lbs., although some points are only 5 cts.

The foreign demand has quickly absorbed all the cotton we have been able to bale with the machinery we have so far installed in the south, consequently it has not been to our interest to seek the New England market, to which the comparative rates are not so favorable to our package, but if your association will recognize these changed conditions, a much larger proportion of our product will seek the New England market, and such a demand would be largely met by shipment from warehouses at Ohio and Mississippi River crossings.

Car Loading.

The reduction asked for can be more readily made by

your association owing to the decreased cost of transportation from the heavy carloading of round bale cotton; in evidence of which, I give below a statement of the loading of our shipments from East St. Louis for the season of 1900 to 1901.

No. of cars	359
No. of bales	77,476
Average number of bales per car	216
Average weight per car	52,480
Average marked capacity of car	54,466

I would also call your attention to the fact that, in handling shipments of square bale cotton, the initial lines at Ohio and Mississippi River crossings are obliged to unload the cotton from the cars of the Southern roads and reload it in Eastern cars at your expense; whereas, by the method in vogue of storing round bale cotton in warehouses at the Ohio and Mississippi River crossings, the cotton is unloaded from the cars of the Southern roads by the consignees and reloaded into cars for shipment east by the shippers at their own expense, and not at the expense of the roads members of your Association.

Yours very truly,

(Signed) Arthur Sinclair, Jr., Traffic Manager."

Respectfully,

R. M. Fraser, Chairman."

"Jan. 14, 1902.

4116.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—I give below copy of resolution adopted at meeting Jan. 3rd, as follows:

Resolved, that we recommend to the Central Freight Assn. that a carload rating be established on Cotton, minimum 40,000 pounds, on basis of 25 per cent less than the rate on Cotton in less carload, from Mississippi and Ohio

River crossings to New York, with usual differentials to other points, which are at present 5 cts. on Boston rate points, 2 cts. on Philadelphia and 3 cts. on Baltimore.

I also attach Circular Letters Dec. 30th, Jan. 6th and 10th, copies of letters from the American Cotton Co., and the Planters' Compress Co., giving information regarding the Cotton traffic.

Please arrange for consideration of the subject at the Feb. meeting.

Respectfully,

Chairman."

"Chicago, Ill., January 15th, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I had a call yesterday from Traffic Manager Arthur Sinclair, Jr., of the Planters' Compress Company, St. Louis, in relation to the rates on compressed cotton. I told Mr. Sinclair that the matter would be referred to the Committee on Relations with Southern Roads and that I thought that Committee would gladly listen to anything he might have to say in regard to the matter, and that you would advise him when the Committee would meet at the regular meeting of this Association in February.

Won't you kindly bear the matter in mind and give Mr. Sinclair such information, as Secretary of the Committee on Relations with Southern Roads, as occurs to you as proper. In the meantime, I think that whatever the St. Louis Committee recommend should be sent to this office so as to have our file in shape for the February meeting.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

P. S. Since dictating the above have your letter as to the recommendation of St. Louis Commitee."

"Chicago, Ill., January 15th, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am in receipt of your favor of the 14th, your File 4116, enclosing copy of resolution adopted at meeting of the St. Louis East-bound Freight Committee January 3rd, in relation to the rates on cotton.

The resolution recommends a cotton rate on a minimum of 40,000 pounds at 25% less than the rate on cotton in less than carloads. Will we not have this trouble: Shippers will ask for large cars and the railroads will state that they cannot be furnished and therefore small cars will have to be furnished and the minimum cannot be loaded. Wouldn't it be better to give a different minimum for each length of car?

What is meant by 25% less than the rate on less than carloads? The classification 4th class on cotton—does it mean 25% less than 4th class or 25% less than the present commodity rate of 30 cents, which would make the rate 22½ cents per 100 pounds St. Louis to New York, being a little over one-third of a cent a ton a mile.

While it goes without any argument that freight that will load near to the capacity of the car can be by the railroads hauled at a less rate per 100 pounds than the same freight more bulky, yet the difference should be carefully considered in view of the fact that possibly the shippers will not be able or will not be willing to compress the cotton so that this load per car can be obtained.

I think the proper committee to refer this to at the February meeting would be the Committee on Relations with Southern Roads, but would like to have everything in the way of detail arranged so that the Committee may act understandingly in the matter, and will be obliged to you if

you will give me the views of the St. Louis Committee on my queries.

Of course it goes without saying that carefully considering all the conditions surrounding the competition between the Gulf and the Atlantic Seaboard points, the rates on cotton via the different gateways must be on an equality; but from your figures should think that the rates to the Gulf ports from the cotton producing district were about as high as could be obtained in comparison with the rates to the Atlantic seaboard points, and yet the difference between the rates from Galveston to foreign ports seems to me to be out of line with the rates from the Atlantic seaboard to the same foreign ports. In other words, I think you will find that practically there is a difference between the cotton rates from New Orleans and Galveston and those from the Atlantic seaboard points, than shown in the correspondence—it seems to me it must be so for the Illinois Central people claim the rate on grain is 5 cents higher from New Orleans than from New York, and grain is certainly a much more desirable traffic than cotton.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"COPY.

PLANTERS' COMPRESS COMPANY.

St. Louis, January 23, 1902.

Mr. J. F. Tucker, Chairman Central Freight Association, Chicago, Ill.

Dear Sir:—Referring to our conversation in Chicago last week: I am advised that the St. Louis Committee have referred to your general committee at Chicago applications of the American Cotton Company and the Planters' Compress Company for the establishment of a carload rate on cotton from Ohio and Mississippi River crossings to Trunk Line territory.

I will be greatly obliged if you will advise me if this subject has been docketed for consideration by your Association; if so, on what date it will be taken up, as, in accordance with your personal invitation it is my desire to be present at the time the matter is considered in order that I may answer any questions which the members of your committee desire to ask me. Mr. H. G. Krake, Traffic Manager of the American Cotton Company, whose office is at 25 Broad St., New York, also desires to be present, and has asked me to ascertain for him what date the matter will be considered.

Yours very truly,

(Signed) Arthur Sinclair, Jr., Traf. Mgr.

"Chicago, Ill., January 24th, 1902.

8678.

Mr. Arthur Sinclair, Jr., Traffic Manager, Planters' Compress Company, 314 Rialto Bldg., St. Louis, Mo.

Dear Sir:—I am in receipt of your letter of the 23rd as to your application for a carload rating on cotton.

As stated to you in our conversation, this matter will be considered at our regular February meeting, which will be held the 12th and 13th. I cannot state whether the committee to whom the matter will be referred will be able to hear your arguments in regard to it—they are pretty busy men and have many subjects, and I think, therefore, it would be better for you, if you will permit me to suggest, that you put whatever argument you have in writing, or possibly better, if you will let the St Louis Eastbound Committee have your views in regard to the matter. I will write the chairman of the St. Louis Committee, and send him copy of this letter.

Yours very truly,

Chairman."

"Chicago, Ill., January 24th, 1902.
8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose herewith copy of letter from Traffic Manager Sinclair of the Planters' Compress Company, and also copy of my reply thereto.

You can advise him, as Secretary of the Committee on Relations with Southern Roads, to whom this matter will be referred, the wishes of the committee as to hearing his argument—you can advise him direct or let me know what the committee's wishes are and I will do so.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

"PLANTERS' COMPRESS COMPANY.

St. Louis, January 25, 1902.

Mr. J. F. Tucker, Chairman Central Freight Association, Chicago, Ill.

Dear Sir:—Replying to your favor of the 24th inst., would state, I have made all the written argument to the Chairman of the St. Louis Committee which I have to submit, but I desire to substantiate our figures as to the ocean rates paid by us via the various ports. I am now collecting this data, and will send it to you direct, or turn it over to Mr. Fraser for submission to your committee.

Yours very truly,
(Signed) Arthur Sinclair, Jr., Traffic Manager.

"Chicago, Ill., January 27th, 1902.
File 8678.

Mr. Arthur Sinclair, Jr., Traffic Manager, Planters' Compress Company, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 25th.

If you have made a written argument to the Chairman of the St. Louis Committee, it seems to me to be all suf-

ficient, as he is also Secretary of the Committee on Relations with Southern Roads, to which this matter will be referred at the February meeting for consideration and recommendation, and when you have collected the data as to ocean rates, if you will turn it over to Mr. Fraser it will be placed in the right hands.

I have written Mr. Fraser that you requested a conference with the Committee and asked him to reply to you direct; but in view of what you have furnished I do not think there will be any necessity of troubling you further in this matter.

Yours very truly,

Chairman."

"Chicago, Ill., January 27, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose herewith letter from Traffic Manager Sinclair of the Planters' Compress Company, and copy of my reply thereto. You had better keep all these papers and fasten them to the file so as to have them when the subject matter comes up before the Committee on Relations with Southern Roads, to whom it will be referred at the February meeting.

It seems to me the rate asked for, as I understand it 22½ cents East St. Louis to New York, a very low one, and probably not forced by any conditions that occur to me—however, I am not over-well posted in this matter.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Feb. 4, 1902.
4116.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 24th and 27th, file 8678, regarding

correspondence with Traffic Manager Sinclair of the Planters' Compress Co.

For your information I also enclose copy of letter to Mr. A. H. McLeod, Chairman Committee on Relations with Southern Roads.

Yours respectfully,

Chairman."

"Feb. 4, 1902.
4116.

Mr. A. H. McLeod, Chairman Committee on Relations with So. Roads, care of C. H. & D. Ry., Cincinnati, Ohio.

Dear Sir:—At the meeting of the Committee on Relations with Southern Roads to be held in Chicago, Feb. 12th-13th, I am informed by Chairman Tucker there will be presented to our Committee facts, figures and arguments based upon the following resolution, which was adopted by the St. Louis East-bound Freight Committee at their meeting on Jan. 3rd, 1902.

'Resolved, that we recommend to the Central Freight Association that a carload rating be established on Cotton, minimum 40,000 lbs. on basis of 25 per cent less than the rate on cotton in less carload, from Mississippi River and Ohio River crossings to New York with usual differentials to other points, which are at present 5 cts. on Boston rate points, 2 cts. on Philadelphia and 3 cts. on Baltimore."

Full data in connection therewith was submitted to Chairman Tucker by me as Chairman of the East-bound Committee on Jan. 14th.

In this connection I attach copies of correspondence between Chairman Tucker and myself, which explain themselves.

At the meeting of our Committee today I was directed to advise you as Chairman of the Committee on Relation with Southern Roads, that it was the wish of the St. Louis

East-bound Freight Committee that Mr. H. G. Krake, Traffic Manager of the American Cotton Co., 25 Broad St., New York, N. Y., and Mr. Arthur Sinclair, Jr., Traffic Manager of the Planters' Compress Co., Rialto Bldg., St. Louis, be invited to be present before the Committee at the time the matter is considered in order that the gentleman mentioned may answer any questions which the members of the Committee may desire to ask.

Will you kindly invite the gentlemen mentioned in accordance with the wishes of our Committee, to be present at the Chicago meeting, or if you prefer advise me by return mail and I will give them the proper notice.

Yours respectfully,

Chairman."

"Chicago, Ill., February 4, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Has the St. Louis Committee at any of its meetings developed any unanimity of opinion as to what difference there should be in rates, when they shall be established, between round bale and square bale cotton? It seems to me equitable that traffic that will load 40,000 pounds in a 34 or 36-ft. car should be taken at a somewhat less rate than the same traffic that will not load to exceed 28,000, probably average 24,000; but if too wide a difference is made it will bring with it too many complications—it will force dealers to patronize the Compress Company or lay the railroads liable to the charge of discrimination; it will move the crop at less gross money to the railroads, and probably at less net.

Information comes to me that the interested parties in these compress companies want a percentage off the authorized rate on square bales to apply on the round bales. The

percentage does not appear to me to be the proper thing —it ought to be a specific difference per 100 pounds, and I am inclined to think 5 cents per 100 pounds is too much for on a 40,000 car this means $20.00 per car.

Traffic Manager Krake of the American Cotton Company called on me yesterday, asking me to arrange an interview with the Committee at next week's meeting that will consider this subject. I told him that in my judgment his written argument, which I understand he has sent you, would better cover the ground, for the Committee were busy men and could hardly promise that he could present an oral argument.

The matter of differential rates on this cotton and hay demands serious attention, and I earnestly hope that the Committee on Relations with Southern Roads will give it the most serious consideration.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Feb 7, 1902.
4116.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring to my letter of Jan. 14th, submitting resolution and information relative to recommendation of this Committee regarding establishing a carload rating on cotton, minimum weight 40,000 lbs., would say that I am sending you by U. S. Express today some additional information submitted by the Planters' Compress Co., regarding movement of cotton via Galveston and New Orleans.

It is the desire of the Committee that such information be submitted to the Committee on Relations with Southern Roads, who will consider this proposition at their meeting next week.

Mr. Arthur Sinclair's letter of Jan. 31st, accompanies the package sent you by express.

Respectfully,

Chairman."

"Chicago, Ill., February 7, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 4th instant, your 4116, and same will be attached to this office's file in the case and referred to the Committee on Relations with Southern Roads at next week's meeting.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., February 8, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I have your favor of the 7th instant, your 4116, stating you have sent us by U. S. Express, information in relation to the matter of cotton rates. This question is docketed for consideration next week under Subject No. 50 and the papers you send with the other papers will be referred to the Committee on Relations with Southern Roads.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., June 23rd, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your file 4116 relative to rates on cotton shipped in round bales vs. square bales. The sub-

ject was further considered at Central Freight Association meeting on 19th inst., and it was the sense of all represented that the present adjustment of rates on cotton is reasonable and no change should therefore be made.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., June 25, 1902.
File 8678.

To the Shippers of Cotton and Others Interested in the Transportation of this Traffic.

Gentlemen:—Referring to the subject of proposed reduction in rates on cotton shipped in cylindrical bales:

For your information would state that the roads interested in the transportation of this commodity have individually decided that no change shall be made in the current rates, as the present adjustment is reasonable.

Yours very truly,
J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 744."

Complainant offers in evidence correspondence in reference to an agreement to maintain rates; and also record of meeting of the Chief Traffic Officials held January 22nd, 1902, as follows (4122):

"Proceedings of a meeting of Chief Freight Traffic Officials held at Chicago, Wednesday, January 22, 1902.

Attendance:

B. & O. R. R. Co., represented by L. R. Brockenbrough, A. P. Bigelow.

B. & O. S. W. Ry. Co., represented by S. T. McLaughlin.

C. C. C. & St. L. Ry. Co., represented by E. F. Cost, C. Tillinghast.

C. B. & Q. R. R. Co., represented by W. B. Hamblin.

C. & A. R. R. Co., represented by F. A. Wann.

C. & E. I. R. R. Co., represented by Wm. Campbell.

Erie R. R. Co., represented by S. P. Shane, C. L. Thomas, H. W. Forward, David Brown.

Grand Trunk Ry. System, represented by H. C. Martin, J. B. Chapman.

C. R. & I. Ry. Co., represented by E. C. Leavenworth.

L. S. & M. S. Ry. Co., represented by G. J. Grammer, A. E. Billings, G. B. Wheeler, J. L. Clark.

L. E. & W. Ry. Co., represented by G. J. Grammer, M. R. Maxwell.

M. C. R. R. Co., represented by B. B. Mitchell, C. J. Hupp, F. Zimmerman.

N. Y. C. & St. L. R. R. Co., represented by G. B. Spriggs, by Jas. Webster.

Pennsylvania Lines, represented by D. T. McCabe, J. B. Hill, J. P. Orr, C. W. Randall, Wm. Borner.

Pere Marquette R. R. Co., represented by A. Patriarche.

Peoria & Eastern Ry. Co., represented by E. F. Cost.

Southern Ry. (St. L.-L. Div.), represented by R. A. Campbell.

T. P. & W. R. R. Co., represented by D. Mowat.

Vandalia Line, represented by N. W. Taylor, W. H. Coleman.

Wabash R. R. Co., represented by E. R. Newman.

Also present:

E. A. Dawson, manager Star Union Line.

3594—GALLEY 563— STEPHENS

Paul P. Rainier, Chief Inspector.

C. E. Fulton, secretary Chicago & Ohio River Committee.

A general consideration of the conditions influencing and surrounding freight rates was given, and the subject

was referred to sub-committees representing the Chicago, Peoria and St. Louis East-bound roads. The Committees reported the following recommendations:

Your committees recommend:

The creation of a Central Committee, whose duty it shall be to consider all questions of violation of tariff rates and the measures which should be adopted to correct such difficulties, the issuance of tariffs, etc., and any action tending to the removal of disturbing rate conditions and the betterment of same.

That such Committee shall fairly and equitably represent the Central Freight Association as a whole, and shall meet weekly at the office of the Chairman of the Central Freight Association at Chicago to consider complaints.

That the findings and recommendations of the Central Committee shall be communicated promptly by the Chairman of the Central Freight Association to all parties interested.

That the following named individuals should constitute the Central Committee, the Chairman of the Central Freight Association to be ex-officio member:

David Brown, E. F. Cost, G. J. Grammer, Milton Knight, D. T. McCabe, B. B. Mitchell, A. H. McLeod, A. Patriarche, S. P. Shane, C. S. Wight, F. A. Wann, Jas. Webster.

Your Committees recommend for adoption by the general committee, the following:

(1) That effective at once the classification and the published tariff rates of the individual roads shall be strictly maintained.

(2) That each road individually pledges that it will not make effective any rates except by open published tariff.

(3) That the Chairman of all existing committees of the Central Freight Association be instructed to promptly call a meeting of all roads that handle traffic to both Cen-

tral Freight and Trunk Line Association territories, for the purpose of checking rates, and that any rates in conflict with the duly authorized rates shall be withdrawn.

(4) That after a check has been made and an understanding reached, the Chairman of the various Committees will make a report to the Chairman of the Central Freight Association of any unauthorized rates in effect which cannot be withdrawn, and said report shall be laid before the Central Committee for its consideration and action at its next meeting.

(5) Any future deviations from tariff shall be reported to the Chairman of the interested Commitee, who shall at once convene said Committee, when, if the report is substantiated or in the judgment of the Committee warrants consideration, he is then to make his report to the Chairman of the Central Freight Association for submission to the Central Committee.

(6) That each road individually will send to its different agents notice in this regard in the following form:

"At a general meeting of the chief traffic officers of the principal roads in Central Freight Association territory, held January 22nd., 1902, it was individually stated that all duly authorized rates would be maintained.

The Chairman of your Committee is instructed to call a meeting of all the roads interested in your territory to consider the rate situation. If you find that you have any contracts at variance with the regular rates, and classification, that cannot be withdrawn on regular notice, you will report the same frankly to the meeting, the object being to publish tariffs at the net basis of any rates that are now quoted secretly, and your Chairman must be instructed to send a complete report of less than tariff rates to Chairman Tucker at Chicago.

Your instructions are imperative as to the maintenance of rates. This company will notify each and every connec-

tion that we will not under any circumstances participate by voucher or otherwise in any reductions from tariff rates and classifications.

Should you be satisfied at any time that your competitors are making less rates than those duly authorized, you will report same at once to the Chairman of your Committee, who will call a meeting for its consideration. The object of this is to prevent demoralization of rates.

(7) That each road will individually send to its different connections notice, which shall be dated and sent Saturday, January 25, 1902, in the following form:

"This is to advise you that effective at once this Company will not be a party to any deviation from duly authorized tariff rates, evasion of classification or manipulation of rates in any manner whatsoever."

The report of the Committees received careful consideration at the general meeting, and was unanimously adopted.

J. F. Tucker, Chairman.

Chicago, January 23, 1902.

"Chicago, Ill., January 23, 1902.
File 8870.

Mr. R. M. Fraser, Chairman St. L. E. B. F. Committee,
St. Louis, Mo.

Dear Sir:—Enclosed herewith please find copy of the proceedings of meeting of the chief freight traffic officials held at this office yesterday.

Please in accordance with Paragraph 3 call a meeting of your Committee. The importance of the subject demands a prompt meeting and a full and proper representation of each road member of your Committee.

It is important that your report shall reach me on or before Wednesday, January 29th, as the first meeting of the Central Committee will be held Thursday, January 30th, to consider such matters as may be reported to them.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Jan. 27, 1902.
4122.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—I have your letter of Jan. 23, file 8870, enclosing copy of proceedings of meeting of Chief Freight Traffic Officials, held at your office Jan. 22nd.

In accordance with paragraph 3, I issued call for meeting of our Committee, including the Clover Leaf and C. B. & Q. R. R.'s. This meeting convened at 10:00 A. M. at the C. C. C. & St. L. Ry.'s offices, and I am pleased to report that all lines were represented, viz: B. & O. S. W., C. & A., C. C. C. & St. L., C. P. & St. L., Ill. Cent., L. H. & St. L., Southern T. H. & I., the Wabash, Clover Leaf and C B. & Q.

It was apparent at the outset that some of the representatives present had not received instructions from their superior officers whereby they could report any rates, manipulations or deviations, from the authorized classification that could not be withdrawn and hence it was deemed expedient by the meeting to adjourn until Friday at 10:00 A. M., Jan. 31st, in the meantime such representatives as did not have full instructions in accord with the meeting of the Chief Freight Traffic Officials to proceed at once to get same and be prepared at meeting on Friday, January 31st, to discuss any and all rates, manipulations or deviations from classification that cannot be withdrawn.

I would explain that the T. St. L. & W. representative was without any instructions from Mr. Whitney. It is Mr. Keane's purpose, however, to lay the whole subject before Mr. Whitney and request instruction as to how to proceed in the meeting on next Friday.

The Illinois Central representative had advice from his superior officer of full concurrence in the agreement as reached in Chicago meeting, although it was stated that

the Illinois Central had not been invited to attend said conference.

It was evident at the meeting that there was a hearty intent and desire to bring about a complete restoration of rates and maintenance of agreed tariffs and the representatives present pledged themselves to abide by the agreed tariff rates during the interim.

Yours respectfully,

Chairman."

"Chicago, Ill., Jan 29, 1902.
File 4841.

Mr. R. M. Fraser, Chairman St. L. E. B. F. Committee, St. Louis, Mo.

Dear Sir:—Referring to your file 3280 and 4122. I presume at meeting of the St. Louis lines on the 31st instant, which is called pursuant to action of the Chief Freight Traffic Officials of the Chicago, Peoria and St. Louis lines at this office on the 22nd instant, the matter of rates on steel bolsters and enameling plates from St. Louis, etc., to eastern cities will be presented. It should be.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Jan. 31, 1902.
4132.

Personal.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Referring further to your letter of Jan 23rd, file 8870, enclosing copy of proceedings of meeting of the Chief Freight Traffic Officials, held at your office January 22nd.

As explained to you in my letter of Jan. 27th, interested lines convened at 10 A. M. at the C. C. C. & St. L. Ry.'s offices, the following lines represented: B. & O. S. W. R. R., C. & A. Ry., C. P. St. L. Ry., C. C. C. & St. L. Ry., Ill. Cent. R. R., L. H. & St. L. Ry., Southern Ry., T. H.

& I. R. R., the Wabash R. R., T. St. L. & W. R. R. and the C. B. & Q. R. R.

By call of roll it was determined that each representative present had full authority and instructions to act in accordance with the Chicago agreement and the question of considering the rate situation and the reporting of any contracts at variance with regular authorized rates and classification that could not be withdrawn on regular notice was taken up.

I enclose herewith a memorandum which gives the verbatim report of each representative:

By paragraph No. 1 is B. & O. S. W. R. R.
By paragraph No. 2 is C. & A. R. R.
By paragraph No. 3 is C. P. & St. L. R. R.
By paragraph No. 4 is C. C. C. & St. L. R. R.
By paragraph No. 5 is Illinois Central R. R.
By paragraph No. 6 is L. H. & St. L. Ry.
By paragraph No. 7 is Southern Ry.
By paragraph No. 8 is T. H. & I. R. R.
By paragraph No. 10 is T. St. L. & W. R. R.
By paragraph No. 11 is C. B. & Q. R. R.

The following resolution was adopted:

Resolved, that in making this report, that has just been arranged by the Committee that the Chairman state to Mr. Tucker, that the question of unauthorized tariffs as covered by the Chicago agreement will be taken up by this Committee at its meeting on Tuesday next, together with the use of proportional rates in an unauthorized manner.

From this you will note that the work of our Committee in the direction of securing absolute maintenance of authorized tariffs will be continued at our next meeting.

I would add that the utmost harmony prevailed in the efforts to secure absolute maintenance of rates.

Yours respectfully,

Chairman."

"Feb. 5, 1902.
4122.

Mr. J. F. Tucker, Chairman Central Freight Assn., Chicago, Ill.

Dear Sir:—Further in line with action of Chief Freight Traffic Officials at meeting held in your office Jan. 22nd, interested lines convened again today with complete representation for the purpose of taking up the question of unauthorized tariffs as explained to you in my letter of Jan. 31st, the following lines were represented: B. & O. S. W. R. R., C. & A. R. R., C. P. & St. L. R. R., C. C. C. & St. L. R. R., Ill. Cent. R. R., L. H. & St. L. R. R., Southern Ry., T. H. & I. R. R., the Wabash R. R., T. St. L. & W. R. R., and the C. B. & Q. R. R.

By call of roll it was determined that each representative present was in position to authoritatively consider the question before the meeting.

I enclose herewith memorandum giving the detailed information as to unauthorized rates as reported by each representative.

When our meeting adjourned it was with the understanding that at the next meeting of interested lines to be held Friday, Feb. 7th, the work as contemplated in the resolution contained in my letter of Jan. 31st will be continued.

Yours respectfully,

Chairman.

P. S.—Am sending you under another cover tariffs submitted by various lines which contain unauthorized rates referred to in the report."

Above exhibit is marked "Complainant's Exhibit Fraser No. 745."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St.

Louis East-bound Freight Committee, concerning agreement to get rid of certain cut rates on cotton, from St. Louis to seaboard points, as follows (4122-A):

"Chicago, Ill., February 3rd, 1902.
File 8870.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your personal of the 31st ultimo, your File 4122.

Am pleased to note that a full meeting was held and that each member had full authority and instructions to act in accordance with the proceedings of the meeting of chief traffic officials held here January 22nd, and further, that you are to have another meeting tomorrow February 4th to consider the subjects.

What rates should be authorized by tariff from East. St. Louis on both round and square bale cotton to meet the requirements of the lowest contract, and what is the latest date of the expiration of such rates? I judge that it will be necessary to make a 10c less rate on round bales and 5 cents on square bales; but what does this reduction of the authorized rate make the rates from East St. Louis. Am anxious to know when we can have these cotton rates expire, for I notice that quite a number of the arrangements are made for the season. What does the season mean—give us some date when these contracts on cotton will absolutely end.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

"Feb. 5, 1902.
4122-A.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—I have your letter of Feb. 3rd, file 8870, in regard to rates on round and square cotton.

This matter was considered at meeting of interested lines today and the following resolution was adopted, which explains itself:

Resolved, that a special committee of five be appointed for the purpose of considering the cotton question and report at the next meeting of the committee, and that the Chair advise Chairman Tucker of this action, so that the information may be presented to the Central Committee tomorrow, showing that this disposition has been made of the cotton question for the present.

Pursuant to above resolution the Committee of five was duly appointed. They will get to work at once and we hope to have their report at Friday's meeting.

Yours respectfully,

Chairman."

"Chicago, Ill., February 7, 1902.
File 8870.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose herewith a recommendation unanimously passed by the Central Committee at their meeting yesterday, and have written each chief freight traffic official of east-bound lines from Chicago enclosing them copy of this recommendation and asking them to give their representatives instructions as to the notices to be given.

I particularly call your attention to the last clause of the recommendation.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Enclosure.

"Chicago, Ill., February 13, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—At a meeting of the chief freight traffic of-

ficials of the St. Louis east-bound roads held at this office this afternoon there were present:

W. M. Bushnell, G. F. A., C. P. & St. L.
E. F. Cost, F. T. M., C. C. C. & St. L.
P. W Coyle, A G. F. A., Wabash R. R.
R. A. Campbell, A. G. F. A., Southern Ry (St. L.-L. Div.).
A. Fries, A. G. F. A., B. & O. S. W. Ry.
N. W. Taylor, G. F. A., Vandalia Line.
F. A. Wann, G. F. A., C. & A. R. R.
C. D. Whitney, G. T. M., T. St. L. & W. R. R.

The following was unanimously agreed upon:

"We each individually state we will not quote rates on or book cotton at less than the duly authorized rates, from this date; that we will each at once give the Chairman of the St Louis East-bound Committee the number of bales we have actually booked, he to send such report to the Chairman of the Central Committee, and each of us will report weekly the number of bales shipped under such bookings, this report also to be sent to the Chairman of the Central Committee. This only to apply on export cotton.

It is further understood that the Chairman of the St. Louis East-bound Committee shall give immediate notice over our individual signatures to all connecting lines that on all cotton delivered to us on and after March 1st, 1902, will be charged the duly authorized rates—i. e., 30 cents per 100 pounds basis East St. Louis to New York, on all cotton, both square and round bales."

It was understood that the General Freight Agent of the Vandalia Line, having no engagements, his signature should not be attached to this notice.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

"Chicago, Ill., February 14, 1902.
File 8678.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee.

(Note: Send one to each Freight Traffic Official of East-bound St. Louis lines.)

Mr. Dear Sir:—At the meeting of the intial roads from East St. Louis held Thursday, February 13, 1902, there were present Messrs:

W. M. Bushnell, G. F. A., C. P. & St. L. Ry.

R. A. Campbell, A. G. F. A., Southern Ry. (St. Louis Div.).

E F. Cost, F. T. M., C. C. C. & St. L. Ry.

P. W. Coyle, A. G. F. A., Wabash Railroad.

A. Fries, A. G. F. A., B. & O. S. W. R. R.

N. W. Taylor, G. F. A., Vandalia Line.

F. A. Wann, G. F A, C & A. R. R.

C. D. Whitney, G. T. M., T. St. L. & W. R. R.

This meeting was called for the purpose of considering the cotton situation at St. Louis, and after fully canvassing the situation, the following resolution was unanimously adopted:

"Resolved, that we each individually state we will not quote rates on book cotton at less than the duly authorized rates from this date; that we will each at once give the Chairman of the St. Louis East-bound Freight Committee the number of bales we have booked—he to send such report to the Chairman of the Central Committee, and each will report weekly the number of bales shipped under such booking, this only to apply on export cotton.

It is further understood that the Chairman of the St. Louis East-bound Freight Committee roads shall give immediate notice over our individual signatures to all connecting lines that on all cotton delivered to us on and after

March 1, 1902, will be charged the duly authorized rates, that is, 30 cents per 100 pounds, East St. Louis, Ill., to New York basis, on all cotton both square and round bales.'

Yours very truly,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 746."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis East-bound Freight Committee, concerning agreement in regard to dressed meats and packing-house products, as follows (4122-B):

(Western Union Printed Blank.)

"16 A SG OM 132 D. H.

Chicago, Ill., Feby. 21st, 1902.

R. M. Fraser, St. Louis, Mo.:

We understand western roads, or some of them, contemplate another reduction in rates on dressed beef and packing-house products from Missouri River points; Kansas City to Sioux City inclusive to western termini and points east. The Central Committee request you to at once convene your committee and have it unanimously understood that the freight transfer bills, bills from western roads on the traffic show proper divisions of through rates, which in all cases shall be the duly authorized local rates east of East St. Louis, and that you will bill at such locals rates and not participate in anything less and decline to receive the traffic if it is not understood by western roads. All western connections should be advised of this so that there will be no misunderstanding. File 8866.

J. F. Tucker. 10:43 a. m."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Feb. 21, 1902.

4122.

Messrs. S. B. Knight, G. F. A., Wabash R. R.; F. A. Wann, G. F. A., C. & A. Ry.; J. C. Lincoln, G. F. A., Mo. Pac. Ry.; W. B. Groseclose, G. F. A., M. K. & T. Ry.; D. O. Ives, G. F. A., St. L. K. & N. W. R. R.; J. A. Middleton, G. F. A., St. L. & S. F. R. R.

Dear Sir:—The undersigned roads, members of this committee, individually advise that understanding is had that Western roads or some of them contemplate reductions in rates on dressed beef and packing-house products, from Missouri River points, Kansas City to Sioux City, inclusive, to Western Termini and points east thereof, and notice is hereby conveyed to you that the transfer billing for this traffic must show proper division of through rates which in all cases shall allow the duly authorized local rates east of East St. Louis and that participation will not be had in anything less and such traffic will be declined if not so understood by Western roads.

B. & O. S. W. R. R. (*Signed by*) *Edward Hart, Jr., A. G. F. A.*

C. & A. Ry. (*Signed by*) *R. D. Yoakum, A. G. F. A.*

C. P. & St. L. Ry. (*Signed by*) *W. M. Bushnell, G. F. A.*

C. C. C. & St. L. Ry. (*Signed by*) *Walter Nichols, D. F. A.*

Illinois Central R. R. (*Signed by*) *Geo. W. Becker, A. G. F. A.*

Southern Ry. (*Signed by*) *R. A. Campbell, A. G. F. A.*

T. H. & I. R. R. (*Signed by*) *N. W. Taylor, G. F. A.*

Wabash R. R. (*Signed by*) *P. W. Coyle, A. G. F. A.*

T. St. L. & W. R. R. (*Signed by*) *Ed Keane, D. F. A.*

L. H. & St. L. Ry. (*Signed by W. C. Lindsay, C. A.*
Respectfully,

R. M. Fraser, Chairman."

"Feb. 21, 1902.
4122-B.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Your telegram, file 8866, regarding action of Western lines in contemplating reduction in rates on dressed beef and packing-house products, from Missouri River points was received while our committee was in session and the subject was immediately considered.

By motion it was ordered that action be immediately taken in line with the suggestion contained in your telegram and I was instructed by our Committee to notify Western lines accordingly. Copy of notice herewith enclosed, which explains itself.

Yours respectfully,

Chairman."

"Chicago, Ill., February 24, 1902.
File 8866.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 21st, your File 4122, with its enclosure, which seems to fully cover the requirements.

Yours very truly,

(Signed) J. F. Tucker, Chairman."

(Western Union Printed Blank.)

"67 A CP.....V.....93 D. H.

Chicago, Ill., Feb. 28, 1902.

R. M. Fraser:—I understand Rock Island road is to reissue its tariff naming forty two and half cents from Missouri River to New York and Boston on export provisions.

It should not be concurred in or recognized by Eastern lines, but they should insist that transfer bills should show proper divisions and allow thirty two and half cents east of Peoria and thirty-five cents east of East St. Louis, on provisions and packing-house products and forty seven and half on dressed meats east of Peoria and fifty cents east of East St. Louis. Please see that all understand this.

J. F. Tucker. 1215 A. M."

(Western Union Printed Blank.)

"38 A CZ a.

Make 22nd 23rd and 24th words read "Boston on export" our No. 67 28th 93 D. H. Chgo 28 to R. M. Fraser, St. Louis, sgd Tucker.

FN Chgo Mch 1st 201p."

Above exhibit is marked "Complainant's Exhibit Fraser No. 747."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning agreement to maintain lumber rates, as follows:—(4122-C)

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 7, 1902.

8452.

Messrs. W. E. Campbell, G. F. A. C. & E. I. R. R., Chicago.; W. E. Keepers, G. F. A. I. C. R. R., Chicago; Haiden Miller, G. F. A. M. & O. R. R., St. Louis; F. E. Cost, F. H. T. C. C. C. & St. L. Ry., Cincinnati.; F. P. Jeffries, G. F. A. H. & T. H. R. R. Evansville.; C. R. Brent, Chairman, Louisville Frt. Com. Louisville.; O. G. Fetter, Chairman, Cincinnati

Frt. Com. Cincinnati.; R. M. Fraser, Chairman, St. Louis E. B. Frt. Com. St. Louis.:

Gentlemen:—At meeting of Central Committee yesterday the question of unauthorized rates on lumber and the unauthorized use of lumber rates on wagon material from the Mississippi and Ohio River came up for consideration and the Committee instructed me to recommend that a Committee of the St. Louis, Thebes, Cairo, Evansville, Louisville and Cincinnati roads have a meeting and carefully consider the whole matter and make a recommendation as to what tariffs should be used.

In accordance therewith, please meet here at Chicago next Wednesday morning, February 12th., at 10:00 A. M., and let's see if we cannot fix this matter up.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Feb. 8, 1902.
4122.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Further in line with action of Chief Freight Traffic Officials at meeting held Jan. 22nd., interested lines convened again Feb. 7th, with the following representation:

B. & O. S. W. R. R.—C. & A. Ry.—C. P. & St. L. Ry.—C. C. C. & St. L. Ry.—Ill. Cent. R. R.—L. H. & St. L. Ry.—T. H. & I. R. R.—Wabash R. R.

C. B. & Q. R. R. represented by the C. C. C. & St. L. Ry. and T. St. L. & W. R. R. representative while unable to be present signified his willingness to abide by any agreement reached at the meeting.

The subject taken up for discussion was the irregular applicition of Proportional Rates and Divisions on Lumber and after discussion, the following resolution was unanimously adopted:—

Resolved: That, on and after this date the authorized rates and divisions as published by the C. F. A. on Lumber from and through St. Louis and East St. Louis be strictly maintained;

Further, it being distinctly understood that the rates and divisions as applied are to be absolutely in accord with the Tariffs and Divisions as authorized on such Lumber by the Ass'n.

The vote of the absentees, T. St. L. & W. R. R. and Southern Ry. being secured later by the Chairman.

Respectfully,

Chairman."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 11, 1902.

8452.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir: I am favored with your letter of the 8th, your 4122.

In some way the lines through St. Louis, Thebes, Evansville, Louisville and Cincinnati must come to an understanding in regard to the lumber rates, and also stop the hauling of all sorts of wagon material and wood in shape at lumber rates. It will pull down the whole structure of the lumber rates in Michigan and other points if it is not done. The Classification rules are the only ones to adopt, and at the meeting to-morrow I mean to recommend that on and after say March 1st, or perhaps an earlier date, the Classification rules and regulations as to manufacturers' lumber shall be carried out strictly and have the inspector report any variation so as to bring the matter before the Central Committee—it is the only way to do it as I see.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 19, 1902.

8665.

Messrs. O. G. Fetter, Chairman, Cincinnati Committee, Cincinnati.; C. R. Brent, Chairman, Louisville Committee, Louisville.; F. P. Jeffries, Chairman, Evansville Committee, Evansville.; R. M. Fraser, Chairman St. Louis Committee, St. Louis.; C. J. Brister, A. G. F. A; C. C. C. & St. L. Ry., Cincinnati.; W. E. Keepers, G. F. A., Ill. Cent. R. R. Chicago.:

Gentlemen:—At a meeting of the Central Freight Association on the 13th. inst., the matter of what rates shall be charged north of the Ohio River crossings on shipments of lumber and forest products originating at points on the Gulf and Ship Island, New Orleans and Northwestern & Vicksburg, Shreveport & Pacific Railroads were considered and it was unanimously recommended that the regular established rates from Ohio River crossings and East St. Louis should be charged. If any equalization is necessary it shall be done by the southern roads. It seems well that the Chairman of the local committees to which this letter is addressed should place the question on the docket at their next meeting and have the matter thoroughly understood.

Kindly acknowledge receipt,

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Feb. 21, 1902.

4122-C.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 19th., file 8865, regarding divisions on Lumber from points on the G. & S. I., N. O. & N. E. and V. S. & P. to points north of the Ohio River was presented to the Committee at meeting this A. M., and I was

instructed to advise you that the Committee would like to be informed as to what conditions with respect to this subject are found to prevail through other gateways.

Awaiting your further advice, I am,

Yours respectfully,

Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Union Station, Rooms 404-406.

St. Louis, Mo., Feb 21, 1902.

4122.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting of our Committee today, the following resolution was adopted, as per signatures found below:—

Recommended, That, the proportional rates applying on lumber articles taking lumber rates, from East St. Louis to Eastern Cities as per C. F. A. information Nos. 273-A and 1878, be applied on lumber, etc., shipped locally from East St. Louis, Ill. and St. Louis, Mo.

This resolution was adopted for presentation to the Central Committee through you to assist our lines in getting away from the unauthorized application of Proportional Lumber rates from East St. Louis to Eastern Cities on such traffic originating at East St. Louis or St. Louis, Mo.

It has been the practice of our lines to protect this basis on the traffic described, such actions being based on like custom which is known to exist at Ohio River crossings and in view of these facts it is not consistent to carry the 6th class rate on this traffic and for this reason request is made as contained in resolution to publish rates.

Will you kindly see that this matter is submitted to the Central Committee as early as possible.

B. & O. S. W. R. R., (Signed) *Edward Hart, A. G. F. A.*

Southern Ry., (Signed) *R. A. Campbell, A. G. F. A.*

C. & A. Ry., (Signed) *R. O. Yoakum.*
T. H. & I. R. R., (Signed) *N. O. Taylor, G. F. A.*
G. P. & St. L. Ry., (Signed) *W. M. Bushnell.*
The Wabash R. R., (Signed) *W. B. Knight.*
C. C. C. & St. L. Ry., (Signed) *Walter Nickols.*
T. St. L. & W. R. R., (Signed) *Ed. Keene.*
Ill. Cent. R. R., (Signed) *Geo. W. Becker.*
C. B. & Q. R. R., (Signed) *H. M. Todd.*
L. H. & St. L. Ry., (Signed) *M. Lindsay.*

Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 24, 1902.

8870

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 21st., your File 4122.

I will have this matter presented to the Central Committee at their meeting Thursday of this week, though I am inclined to the belief that it should be sent out by Advice Letter for votes of the Association.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 24, 1902.

8665.

Mr. R. M. Fraser, St. L. E. B F. Committee, St. Louis, Mo.

Dear Sir:—Acknowledging receipt of your favor of the 21st. inst., file 3129 (correct No. 4122-C) would advise

that so far we have not been informed by Chairman of Local Committees at Ohio River crossings what action has been taken pursuant to joint letter from this office to you and others dated the 19th. inst.

It is fair to presume, however, that they will conform to the Association's wishes and charge the regularly established rates on lumber originating at points mentioned in the communication referred to. It appears to me if each committee is going to postpone action in the matter until they are sure every other committee interested will carry out the legislation, the recommendation will never be made effective. My impression is the St. Louis lines should consequently agree to conform, and in case they afterwards find out any other committees have not done likewise, the matter can be then taken up.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 748."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning efforts to reduce rate on scrap iron from East St. Louis, Ill., to Indiana points; as follows:—(4122-D).

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 8, 1902.
8870.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—The Central Committee at meeting Thursday this week recommended that the rate be authorized

from East St. Louis to Terre Haute, Ind., of $1.00 per gross ton on scrap iron, to expire April 30, 1902; that tariff be issued and filed with the Interstate Commerce Commission, but sent only to the roads directly interested and to none others, and that the tariff should state on its face "Expiring April 30, 1902, unless sooner revoked."

There will be no information circular issued in relation to this.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

March 31, 1902.
4122.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting today the rate on Scrap Iron, C. L. to Terre Haute, Ind., was under consideration and it was:

Resolved, That, Chairman Tucker be requested to take up with the C. & E. I. R. R. question of rate on Scrap Iron from Chicago to Terre Haute of $1.00 per gross ton with the view of having same withdrawn, as a continuance of the rate will necessarily result in permanent reduction of rates on similar traffic not only from East St. Louis to Terre Haute, but other points beyond.

Please give this your immediate attention, advising result and oblige, Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 12, 1902.
9246.

Subject:—Scrap Iron, Chicago and East St. Louis to Terre Haute.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your letter of the 2nd. inst., your 4122-D.

The Central Freight Association considered this matter at their meeting Thursday and recommended that the application be declined.

The Central Committee considered the matter of scrap iron rates also at their meeting yesterday and urgently recommended that the rate of $1.00 per gross ton on scrap iron, in carloads, from East St. Louis, Ill. to Terre Haute, Ind., should be withdrawn, for, seemingly, this, and the rate of $1.00 per gross ton from Chicago to Terre Haute, was the pivotal point, the sympathetic influence of which was urging many applications for reductions in scrap iron rates; and yet it was stated that scrap iron commanded a high price and was urgently sought for by all who used it.

Yours very truly,
(Signed) J. F. Tucker, Chairman.

August 30th, 1902.
4122-D.

Rate on Scrap Iron to South Bend, Ind.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting 29th., letter from member was read on above subject and it was

Recommended, To the Central Freight Ass'n that rate of $1.60 per gross ton, minimum weight 15 gross tons, be established on Scrap Iron, East St. Louis to South Bend, Ind., in line with rate of $1.40 per ton to Chicago, also rate to the Gas Belt Points as per C. F. A. Information No. 3229.

Present rate, $1.85 per ton, authority CFA Info. No. 2684.

Please have necessary action taken at once, advising result. Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, September 2, 1902.

Subject:—Proposed rate on Scrap Iron, C. L., from East St. Louis, Ill., to South Bend, Ind.

Advice Letter No. 543.

To the General Freight Agents:—

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting on the 29th., a letter was read from one of the members on the subject of rate on scrap iron, in carloads, from East St. Louis, Ill., to South Bend, Ind. and it was

'Recommended to the Central Freight Association that rate of $1.60 per gross ton, minimum weight 15 gross tons, be established on scrap iron, in carloads, from East St. Louis, Ill., to South Bend, Ind., in line with rate of $1.40 per ton to Chicago, also rate of $1.30 per ton to Gas Belt points, as per C. F. A. Information No. 3429.'

The present rate is $1.85 per ton, as per Information No. 2684.

Please have necessary action taken at once, advising result."

The present rates mentioned above are as stated.

Please note on the enclosed blank your views as to the rate proposed, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 8, 1902.

H-543.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor

of August 30th., file 4122-D, applying for rate of $1.60 per gross ton on scrap iron, C. L., from East St. Louis, to South Bend.

The application was presented for views of C. F. A. lines by Advice Letter H-543 and in view of the large negative vote recorded against the proposition, it cannot be approved.

It is thought the present rate to Gas Belt points and Chicago need not necessarily disturb the present rate to South Bend, for if it does, it means Peoria, Ohio River crossings and other points competitive with East St. Louis will have to be granted corresponding decrease.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Application declined.

See Advice Letter H-562 Sept. 9, 1902.

Sept. 16, 1902.
4122-D.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 8th., file H-543 was read at meeting 12th. The T. H. & I. R. R. entered a protest, which was endorsed by the Committee and copy of T. H. & I. letter ordered sent to you as follows:—

"Dear Sir:—I note from Chairman Tucker's Advice Letter H-562, that the application for rate of $1.60 on Scrap Iron, E. St. Louis to South Bend has been declined.

We wish to enter our protest against this action on the part of the Central Freight Ass'n, and ask that the matter be re-submitted, insisting that the proposition of the St. Louis Committee is correct.

The rate asked for is not at all out of line with rates already in effect in Chicago and Gas Belt Points and I find that upon looking over our records, that whereas, last year we carried a large amount of Scrap Iron from this point to South Bend, this year we have practically none and we are

told that this is on account of the high rate to South Bend, as compared with low rates to Terre Haute and Gas Belt Territory.

We feel confident that in voting upon this proposition the C. F. A. lines have not given the matter the full consideration which it would seem to deserve. As stated to you we are perfectly willing to restrict the rate to South Bend only, and will not, under any circumstances, allow it to be extended to other territory which is not absolutely on a direct line to South Bend.

We would ask that this matter be submitted direct to Chairman Tucker, in order that it may be docketed for C. F. A. meeting this week."

Please have this subject re-considered at meeting this week, advising result. Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, September 18, 1902.

Subject:—Proposed rate on Scrap Iron, C. L., from East St. Louis, Ill., to South Bend, Ind.
Advice Letter No. H-595.

To the General Freight Agents,

Gentlemen:—Referring to Advice Letter No. H-543 dated September 2, 1902, application for rate of $1.60 per gross ton on Scrap Iron, in carloads, East St. Louis, Ill., to South Bend, Ind.:

This proposition was duly submitted for the views of Central Freight Association roads, but on account of the vote as recorded thereon, it was decided that the rate be not approved (See Advice Letter No. H-562, September 9, 1902).

In this connection we are now in receipt of the following

communication from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"Your letter of the 8th, file H-543, relative to the non-concurrence of Central Freight Association roads in rate of $1.60 per gross ton on scrap iron, in carloads, from East St. Louis, Ill., to South Bend, Ind., was read at meeting of this committee on the 12th. instant. The T. H. & I. R. R. entered a protest, which was endorsed by the Committee and copy of T. H. & I. letter ordered sent you, as follows:

'"I note from Chairman Tucker's Advice Letter No. H-562, that the application for rate of $1.60 on scrap iron, E. St. Louis to South Bend has been declined.

We wish to enter our protest against this action on the part of the Central Freight Association, and ask that the matter be re-submitted, insisting that the position of the St. Louis Committee is correct.

The rate asked for is not at all out of line with rates already in effect to Chicago and Gas Belt points, and I find that upon looking over our records that wheras last year we carried a large amount of scrap iron from this point to South Bend, this year we have practically none and we are told that this is on account of the high rate to South Bend as compared with low rates to Terre Haute and Gas Belt territory.

We feel confident that in voting upon this proposition the Central Freight Association lines have not given the matter the full consideration which it would seem to deserve. As stated to you, we are perfectly willing to restrict the rate to South Bend only, and will not, under any circumstances, allow it to be extended to other territory which is not absolutely on a direct line to South Bend.

We would ask that this matter be submitted direct to Chairman Tucker, in order that it may be again presented for the views of C. F. A. lines."'

Please have the matter re-submitted and advise result."
The present rate is $1.85 per gross ton.

Please again favor me with your views on the enclosed blank as to the proposition re-submitted hereby, and thus oblige, Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 24, 1902.

H-595.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 16th. inst., file 4122-D, relative to re-submitting for consideration of C. F. A. lines proposition to establish rate of $1.60 per ton on scrap iron from East St. Louis to South Bend.

This matter was again presented to C. F. A. roads and it is declined by a large negative vote. The roads voting in the negative feel confident that if reduction of 25 cents per ton as proposed is granted it will be impracticable for rates to competitive points to be maintained on present figures but they will ask relative reductions, and this it is considered is not demanded by any condition either from a commercial or railroad point of view. While the rate proposed may be in line with that established to Chicago or Indiana Gas Belt points, yet as these latter rates were brought about by a condition beyond the control of the C. F. A. lines at large, it is the opinion that they should be restricted to as small traffic as possible and should not be permitted to interfere with rates to competitive points. The application as submitted cannot therefore be approved.

Yours very truly,

(Signed) J. F. Tucker, Chairman.

Meeting 26. See Advice Letter H-629 Sept. 25, 1902.

Above exhibit is marked "Complainant's Exhibit Fraser No. 749."

Complainant offers in evidenece correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, showing consideration of application for rate on mineral wool, St. Louis to New York, as follows: (4135)

"April 1, 1902.
4135.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting today letter March 29th from the American Insulating Material Mfg. Co., St. Louis was read, making application for reduced rate on Mineral Wool, for export, and it was:—

Resolved, That the subject be referred to the Central Freight Ass'n, without recommendation, for consideration at its next meeting.

The Official Class'n basis is 5th class, C. L. minimum 24,000 lbs. 35 cts. per 100 lbs., East St. Louis to New York.

Enclosed find letter March 29th from the American Insulating Material Mfg. Co., which explains itself.

Please advise disposition early as practicable.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 15, 1902.

Please refer to file 9261.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—With reference to your favor April 1st, file 4135, and with return of enclosures which accompanied

same, would state that the subject of authorizing a rate of 23 cts. per 100 lbs. on mineral wool from St. Louis to New York for export was considered by Central Freight Ass'n at meeting on 10th inst., for the reason that if any reduction is made in the present rates from E. St. Louis, corresponding changes will have to be made from other points as well as to other Eastern destinations, and this it was thought the conditions do not by any means warrant.

Yours very truly,

J. F. Tucker, Chairman.

(Enclosures)."

Above exhibit is marked "Complainant's Exhibit Fraser No. 750."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee concerning efforts of shippers to have St. Louis Committee rules make minimum weight on potatoes in carloads; as follows: (4154)

May 31, 1902.

4154.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting yesterday letter was submitted protesting against the carload minimum, 30,000 lbs. on Green or Fresh Potatoes and after due consideration, it was:—

Recommended, To the Central Freight Association that 24,000 lbs. minimum be established on Fresh or Green Potatoes, during the months of June, July, August and September and that a letter vote be taken on the proposition so that action may be taken in time to give us and the shippers relief for this year.

During the consideration of this subject it was argued

that 24,000 lbs. minimum carload prevailed in the territory from which the Potatoes were shipped.

I find in our files the following:—

W T. L. Rules Circular No. 4 dated, Chicago, March 20th, Potatoes, minimum carload 24,000 lbs. June 1st—Sept. 30th and 30,000 lbs. Oct. 1st—May 31st.

Arkansas Freight Committee Tariff No. 1-A dated St. Louis, April 18th minimum carload 24,000 lbs.

Southern Class'n No. 30, dated Atlanta, Ga. Feb 20th, minimum carload 24,000 lbs.

Please have action taken advising result quick as possible and oblige, Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 31, 1902.

Please refer to file G-634.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose some original correspondence in relation to the minimum on potatoes. It seems singular that these matters should be referred to me.

It does not appear to me there is any injustice or unreasonableness to the potato shipper to chrage him 30,000 pounds even though he can load but 24,000. What argument is there why the railroads should furnish a wagon with a carrying capacity of 20 tons and upwards and then be paid only for 12 tons, at the present low rate on potatoes?

Undoubtedly, in view of my messages, the parties will refer the matter to the St. Louis Committee, and it occurred to me it would be wise for you to have this correspondence

so that the St. Louis Committee could consider it understandingly.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

P. S. Please return enclosures when you are through with them."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, June 2, 1902.

Subject:—Proposed minimum carload weight during months of June, July, August and September on Fresh or Green Potatoes, C. L., from and to points in Central Freight Association territory.

Advice Letter No. H-136.

To the General Freight Agents,

Gentlemen:—The following received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting yesterday (May 29th) the enclosed letter was submitted protesting against the carload minimum of 30,000 pounds on green or fresh potatoes, and after due consideration it was

'Recommended, To the Central Freight Association that 24,000 pounds minimum be established on fresh or green potatoes during the months of June, July, August and September and that a letter vote be taken on the proposition so that action may be taken in time to give us and the shippers relief for this year.'

During the consideration of this subject it was argued that 24,000 pounds minimum carload prevailed in other territories from which potatoes are shipped."

The present minimum carload weight is 30,000 pounds, as per Supplement No. 2 to Official Classification No. 22.

Please note on the enclosed blank your views as to the foregoing.

Prompt reply is respectfully asked.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure."

"A-L. No. H-136, Page 2.

Miller & Teasdale Co.

St. Louis, Mo., May 29, 1902.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—New potatoes from the southern territory are now rolling in considerable quantities and we are diverting out of here to Central territory and just learn that the minimum on this commodity is now 30,000 pounds, whereas heretofore it has always been 24,000 pounds, which, owing to the perishable condition of the commodity is excessive, and previous to the 24,000 pounds maximum it was 20,000 which was all it would stand. The potatoes are green and fresh, and we have had considerable trouble even at the 24,000 pounds minimum; to load heavier would make them heat and rot.

It will cause heavy loss to the shippers if we are forced to comply with the 30,000 minimum and furthermore, the the potatoes are already loading and moving and some relief must be arranged. This minimum should be reduced during June, July and August. There is a good crop in the south and the movement will be heavier than usual.

We beg of you and your committee to take this matter up immediately and have our minimum restored to 24,000 pounds, which is the very utmost the commodity will stand. Will you kindly advise us regarding the matter? Early action and some advice from you will be highly appreciated, not only by ourselves but also to the St. Louis Produce Ex-

change, as well as the merchants interested in the business.

Yours truly,

(Signed) Miller & Teasdale Co."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular Printed Blank)

W. U. Frank No. 3208.

St. Louis, Mo., June 2, 1902.

J. F. Tucker, Chairman, CFA, Monadnock Block, Chicago, Ill.

Please consider letter Saturday answers yours same date, file C-six thirty four about minimum weight potatoes. Quick action desired.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 9th, 1902.

Please refer to File H-136.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your letter of May 31st, file 4154, relative to re-establishing minimum carload weight of 24,000 lbs. on fresh or green potatoes transported during the months of June, July, August and September. This proposition was submitted for views of C. F. A. lines by Advice Letter H-136, and as there is a large negative vote recorded against it, same cannot therefore be approved. It is thought the conditions do not justify a re-establishment of 24,000 lbs. minimum, and if granted, so far as any particular traffic is concerned it means that it must be restored from and to all points governed by the Official Classification.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION
Eighth Floor Monadnock Block.

June 10, 1902.

Subject:—Disposition of application for rates.
Advice Letter No. H-172.

To the General Freight Agents,

Gentlemen:—Referring to the following Advice Letters:

No. H-136, dated June 2, 1902, proposed minimum carload weight during months of June, July, August and September on fresh or green potatoes, C. L., from and to points in Central Freight Association territory.

No. H-139, dated June 2, 1902, application to apply Chicago rates on various commodities from Kalazamoo, Mich. to Green Line points.

After further investigation, roads interested individually advise that it has been decided not to make effective the rates proposed in the Advice Letters above referred to.

Yours very truly,
J. F. Tucker, Chairman."

"June 14, 1902.
4154.

Mr. J. F. Tucker, Chairman, CFA.,

Dear Sir:—Yours May 31st, file G-634. As requested I enclose correspondence regarding minimum weight on Potatoes.

Yours respectfully,
Chairman."

"June 14, 1902.
4154.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:— Referring to my letter May 31st, C. F. A. Advice Letter H-136 and 172, proposed minimum carload weight on Potatoes.

A member of this committee asked me to write you requesting that this subject be docketed for further consideration at meeting 18th and 19th.

Hoping that the request will be complied with, I am

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 16, 1902.

Please refer to file H-172.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I have your two letters of the 14th, your file 4154, enclosing this office's correspondence in relation to the minimum weight on potatoes, and also asking that the subject be docketed for consideration at the meeting this week.

I cannot understand what there is to be considered as it has been sent out by Advice Letter, which has received a negative vote. However, it will be referred to the Committee on Rules and Regulations, but it occurs to me that the St. Louis Committee should have had something to say why the minimum weight should be reduced and the rate not advanced accordingly.

Yours very truly,

"J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 21, 1902.

Please refer to file H-136.

Mr. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.:

Dear Sir:—With reference to your favor of June 14th,

file 5154, relative to minimum weight on potatoes, would state at meeting of C. F. A. lines on the 19th inst. it was decided that the present minimum weight of 30000 lbs. should continue to govern without exception on this business.

Statements were made that this traffic can without any difficulty or loss to shipper be loaded to prescribed minimum of 30,000 lbs., and the opinion therefore was that it is inadvisable to make any change.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 20, 1902.

Please refer to file H-136.

Messrs. C. R. Brent, Chairman, Louisville Committee, Louisville; C. E. E. Childers, Secy., Pittsburg Committee, Pittsburg; F. V. Davis, Chairman, Grand Rapids Committee, Detroit; O. G. Fetter, Chairman, Cincinnati Committee, Cincinnati; R. M. Fraser, Chairman, St. Louis Committee, St. Louis; C. J. Hupp, Chairman, Detroit Committee, Detroit; F. P. Jeffries, Chairman, Evansville Committee, Evansville; E. T. Johnson, Chairman, Buffalo Committee, Buffalo; H. F. Lowry, Chairman, Cleveland Committee, Cleveland:

Gentlemen:—At the present time the minimum carload weight on potatoes from and to points governed by the Official Classification is 30,000 lbs. per car. This is also the minimum weight charged on shipments originating at points south of the Ohio river and west of the Mississippi River. Recently, however, the southern roads have asked C. F. A. lines to re-establish minimum weight of 24,000 lbs. on shipments from southern points, it being claimed that the potatoes from that territory are soft, contain con-

siderable water and if loaded to minimum weight of 30,000 pounds they are bruised and injured in transit.

The question of concurring in this request of the southern lines was considered by the Central Freight Association at meeting on the 18th instant, and it was recommended that we should obtain from you if there is any necessity for reduction in the present minimum weight on this class of traffic. The idea is that you, through the various members of your committees, will ascertain the facts from both the receivers and shippers of potatoes. It is claimed by representatives of nearly every road in this Association, and also by the Chairman of the Official Classification Committee that potatoes can be loaded and transported at any season of the year to minimum weight of 30,000 lbs., particularly when shipped in barrels, without being damaged, and that this refers to potatoes from southern points, as well as those originating in this territory or west of the Mississippi River.

Yours very truly,

J. F. Tucker, Chairman."

"Oct. 18, 1902.

4154.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Your Joint Letter Sept. 20th, file H-136, regarding minimum carload weight on potatoes, was submitted to the members by Circular Letter No. 55, Sept. 22nd, replies received from all members were read at meeting 17th and after due consideration, it was

Moved, That Chairman, C. F. A., be advised that the members of this Committee have made careful investigation of the subject and it is the consensus of opinion that a minimum carload weight of 24,000 lbs. on Potatoes should be established to C. F. A. and Western Termini Points

during the months of June, July and August of each year.

Respectfully,

Chairman."

"Nov. 8, 1902.

4154

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—At meeting yesterday Chairman read letter Nov. 4th, from the St. Louis Fruit & Produce Ex. (copy attached) regarding minimum weight on Potatoes, and it was

Moved, That the communication from the St. Louis Fruit & Produce Exchange be forwarded to Chairman Tucker with the request that it be made part of the correspondence. (See my letter Oct. 18th, your file H-136.)

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 16th, 1903.

Please refer to file H-136.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—With reference to your file 4154, regarding minimum carload weight on Potatoes from Southern points to points in C. F. A. territory, would state, "that the subject was again considered by the Central Freight Association at meeting on the 12th inst., and it was decided that no change be made in the present minimum carload weight as established by the Official Classification to apply on shipments of the commodity mentioned."

Yours respectfully,

J. F. Tucker, Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

Received at Union Station, St. Louis, Mo. Standard Time.
37 A UN CM 16 DH 1240 pm.

Chicago, Ill., July 17, 1903.

R. M. Fraser, St. Louis, Mo.:

We understand Wabash is using twenty-four thousand lb. minimum on potatoes from East St. Louis ex beyond.

"J. F. Tucker."

"July 18, 1903.

4154.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Your wire 17th as follows:

"We understand Wabash is using twenty-four thousand lbs. minimum on potatoes from East St. Louis, ex beyond."

I was previously informed of what you say and requested copy of Tariff which has not been complied with. I have however, ascertained from Inspection Department that correct reference is "Wabash Tariff 29102-K—Division Sheet 29102-K, Eastbound Exceptions to the Official Class'n., Potatoes, minimum weight 24,000 lbs. (C. F. A. Info. 3303.)"

I have not seen an I. C. C. Advice Letter from you covering the above.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 20, 1903.

Please refer to file 10480.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Acknowledging receipt of your favor of the

18th inst., would state that the Wabash now admit it was an error on the part of the Company continuing in effect the minimum weight of 24,000 pounds on potatoes from East St. Louis ex beyond, and that immediate steps will be taken to apply minimum carload weight of 30,000 pounds.

The Clover Leaf also have in effect minimum carload weight of 24,000 pounds on potatoes, which was made to meet the tariff of the Wabash, but we have informed General Traffic Manager Whitney what the Wabash intend to do and anticipate he will act correspondingly without delay.

Yours very truly,

J. F. Tucker, Chairman."

"Dec. 30, 1903.

4154.

Out-Turn Weights on Shipments of Produce.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—This subject was considered at meeting 18th, Proceedings No. 69; at meeting to-day it was given further consideration and the following was adopted:

Whereas, It having developed that the provisions of C. F. A. Info. No. 4630 (St. Louis Eastbound Freight Committee Special Notice No. 1375) are not being complied with and that invoice weights or out-turn weights are not being accepted on shipments of potatoes, received from various C. F. A. points, at East St. Louis, and that the terms of Info. 4630 being difficult, if not impossible to comply with,

We Recommend to the Central Freight Association that same be cancelled.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 31, 1903.

Please refer to file 11068.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—In reply to your favor of the 30th inst., file 4154, would state that we will docket for consideration at the next meeting of the Central Freight Association, which will be held on January 13th and 14th, 1904, the question of abrogating Information Circular No. 4630.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jany. 18, 1904.

Please refer to file 11068.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your favor of the 30th ult., file 4154, relative to cancellation of Information 4630:

The matter was very thoroughly considered by the Central Freight Association, at meeting on the 14th inst., and it was recommended that the provisions of said Information Circular be reaffirmed and applied on Vegetables. While the representatives of a few roads members of this Association endeavored at meeting on the 14th inst. to point out where it is impracticable to carry out the rule, the remaining members are of the opinion that the rule is consistent and one that should be enforced by all.

Yours respectfully,

J. F. Tucker, Chairman."

May 21, 1904.
4154.

Minimum Weight on Potatoes.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—At a meeting 20th this subject brought up by letter from a member submitting copy of letter from Pres't. of the St. Louis Fruit & Produce Exchange, which was read and which was to the effect that they desired minimum of 24,000 lbs. established on new potatoes.

After discussion the following was adopted:

Recommended, to the C. F. A., that inasmuch as the question of Minimum weight on potatoes has again presented itself and a request made for the restoration of the old minimum weight of 24,000 lbs., which this committee does not deem advisable to endorse for adoption by C. F. A. lines, that their attention be called to action taken last year when it was decided that the minimum weight of 30000 lbs. was to be maintained from the Ohio River Crossings and East St. Louis on shipments originating south of the Ohio River and west of the Mississippi River, that all lines in C. F. A. give notice to the Interstate Commerce Commission of their non-concurrence in all tariffs that may be published on lower basis.

Respectfully, Chairman."

"June 28, 1904.
4154.

Minimum Weight on Potatoes.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Will you please inform me what action, if any, has been taken on the above subject, in connection with the recommendation transmitted to you by letter May 21st?

If possible, let me have reply in time for meeting Friday, July 1st, 10:00 A. M., and oblige,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 29, 1904.

Please refer to file 10480.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Referring to your favor of the 28th inst., file 4154, regarding minimum weight on potatoes:

As it is only the minimum carload weight on potatoes originating south of the Ohio River and west of the Mississippi River that is in question, it is the opinion that if the northbound roads from Ohio River crossings, East St. Louis and Thebes notify their direct connections, and, also, the Interstate Commerce Commission, that the minimum carload weight of less than 30,000 pounds will not be recognized by them on shipments of potatoes it will be sufficient to cover the matter and it is unnecessary for all roads in the Association to furnish such notice.

If such action is taken will not same be satisfactory to the St. Louis Committee?

Yours very truly,

J. F. Tucker, Chairman."

"July 20, 1904.

4154.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.:

Dear Sir:—Yours June 29th, file 10480, was given further consideration at meeting 19th and in view of the Southern Potato Crop having about all moved, it was

Moved, That the subject be tabled, and in the event of any tariffs being discovered showing a lower minimum than 30,000 lbs. that Chairman, C. F. A., attention be called thereto, with the request that he write the line publishing the tariffs, asking that they be corrected and in the

event that he fails, lines who are made parties to the tariffs to give notice of their non-concurrence.

Trusting that the action as indicated will dispose of the subject, I am,

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 751."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St Louis Eastbound Freight Committee, showing application from St. Louis Committee for commodity rate on white lead in oil, East St. Louis to eastern points; as follows (4156):

"June 7, 1902.
4156.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—At meeting 6th application was made for Commodity Rate on Articles named below in Straight or mixed carloads and after due consideration, it was

Recommended, To the C. F. A., that they authorize a Commodity Rate, same as 6th class to C. F. A. Points on Straight or mixed carloads, minimum weight 40,000 lbs. of Whie Lead, in Oil; in casks, barrels, etc.—White Lead, dry, in casks, barrels, ets.—Red Lead, Litharge, Babbitt Metal, in boxes—Solder,—Lead Pipe on reels, completely enclosed and slatted; also in barrels—Lead, bar, coil and sheet in boxes or casks—Lead Traps in barrels and Glazier's Lead.

Present carload classification on White Lead, Red Lead, Litharge, Babbitt Metal, Solder, Lead Traps and Glazier's Lead is 5th class and on Lead, bar, coil and sheet and lead pipe on reels 4th class.

Shipments load and carry safely with the ordinary care extended to the transportation of freight and there are practically no claims arising unless induced by extraordinary causes.

In addition to the letter received from member making application for the Commodity Rate I received the following in support of the resolution:

"In connection with the resolution adopted by the Committee at meeting to-day to recommend to C. F. A. that authority be granted to put in effect a Commodity Rate which shall be the same as 6th class from E. St. Louis, minimum 40,000 lbs. on straight or mixed carloads of various articles mentioned in my letter of even date all of which are manufactured directly or indirectly from Pig Lead. In addition to the date given in my letter I wish to say further in support of the proposition, that during the continuance of the present low rates on Pig Lead from E. St. Louis to points in C. F. A. territory, there is much merit in the request for a reduction in the rates on articles manufactured from Pig Lead, on the basis suggested."

Please have this given early consideration, advising result.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, June 9, 1902.

Advice Letter No. H. 165.

Subject—Proposed rates on White Lead, Babbitt Metal, etc., straight or mixed, C. L., East St. Louis, Ill., to all Central Freight Association points.

Advice Letter No. H 165.

To the General Freight Agents:

Gentlemen—The following is received from Mr. R. M.

Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting the 6th instant, application was made for commodity rates on articles named below in straight or mixed carloads, and after due consideration it was

'Recommended, to the Central Freight Association that they authorize commodity rates same as 6th class to Central Freight Association points on straight or mixed carloads, minimum weight 40,000 pounds, of White Lead, in oil, in casks, barrels, etc; White Lead, dry, in casks, barrels, etc; Red Lead, Litharge, Babbitt Metal in boxes; Solder Lead Pipe, on reels, completely enclosed and slatted, also in barrels; Lead, bar, coil and sheet, in boxes, or casks; Lead Traps, in barrels, and Glazier's Lead."

Present carload classification on White Lead, Red Lead, Litharge, Babbitt Metal, Solder, Lead Traps and Glazier's Lead is 5th class, and on Lead, bar, coil and sheet, and Lead Pipe on reels, 4th class.

Shipments load and carry safely with the ordinary care extended to the transportation of freight and there are practically no claims arising unless induced by extraordinary causes.

In addition to the letter received from member making application for commodity rates, I received the following in support of the resolution:

'In connection with the resolution adopted by the committee at meeting to-day to recommend to the Central Freight Association that authority be granted to put in effect a commodity rate which shall be the same as 6th class from East St. Louis, Ill., minimum 40,000 pounds, on straight or mixed carloads of various articles mentioned in my letter of even date, all of which are manufactured directly or indirectly from pig lead. In addition to the data given in my letter I wish to say further in support of the proposition that during the continuance of the present low

rates on pig lead from East St. Louis to points in C. F. A. territory, there is much merit in the request for a reduction in the rates on articles manufactured from pig lead on the basis suggested.'

Please have this given early consideration, advising result."

The present rates mentioned are as stated.

Please note on the enclosed blank your views as to the rates proposed, and oblige,

Yours truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 16th, 1902.

Please refer to file H-165.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—With reference to your favor of June 7th, file 4156, relative to authorization of 6th class rates on straight or mixed carloads of white lead in oil, would state that Central Freight Association roads are directly opposed to the proposition, it being the opinion that application of E. St. Louis lines cannot be granted without the same rating being established from other points. It is also thought that to approve the proposition would mean corresponding change would have to be made on like traffic from Trunk Line territory.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, June 17, 1902.

Subject:—Disposition of application for rates.

Advice Letter No. H 205.

To the General Freight Agents:

Gentlemen:—Referring to the following Advice Letters:

No. H-138, dated June 2, 1902, application for rate of $1.50 per gross ton on coal pyrites, in carloads, Terre Haute (Ind.) territory to Cleveland, Ohio.

No. H-165, dated June 29, 1902, application for rates on white lead, Babbitt Metal, etc., in straight or mixed carloads from East St. Louis, Ill., to all points in Central Freight Association territory:

After further investigation, roads interested individually advise that it has been decided not to make effective the rates proposed in the Advice Letters above referred to.

Yours truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 752."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning instructions from Central Freight Association as to rate on lumber when same comes from points on Mobile, Jackson and Kansas City R. R.; as follows (4162):

"Feb. 17, 1902.
4122-C.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 15th, file 8882, regarding divisions on Lumber from points on the M. J. & K. C. R. R. to points north of the Ohio River, was presented to the Committee at our meeting this A. M., and I was instructed to advise you that the practice mentioned was not being indulged in through the St. Louis Gateway and the Committee wish to know if you will kindly furnish me with information as to what conditions, in respect to this subject, are found

through other gateways and what remedy will be applied?

Awaiting your further advice, I am,

Yours respectfully,

Chairman."

April 21, 1902.

4122-C.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Will you please favor me with reply to my letter Feb. 17th as follows:

"Yours 15th, file 8862, regarding divisions on lumber from points on M. J. & K. C. R. R. to points north of the Ohio River was presented to the Committee at our meeting this A. M. and I was instructed to advise you that the practice mentioned was not being indulged in through the St. Louis Gateway and the Committee wish to know if you will kindly furnish me with information as to what conditions in respect to this subject are found through other gateways and what remedy will be applied?

Awaiting your further advice, I am,"

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 24th, 1902.

Please refer to file 8882.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Acknowledging receipt of your favor 21st inst., file 41622-C, relative to divisions on lumber from points on Mobile, Jackson & Kansas City R. R. to points north of Ohio River Crossings and E. St. Louis, would state that we are not yet in position to give you final advices as to what will be the rule followed by roads through all of the Ohio River gateways, although the majority of

them have agreed to carry out the advices contained in my letter of Feb. 15th. It is expected the subject will be taken up and disposed of at the next meeting of the Committee on Relations with Southern Roads.

Yours very truly,

J. F. Tucker, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 23rd, 1902.

Please refer to file 8882.

Messrs. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.; C. R. Brent, Chairman, Louisville Frt. Committee, Louisville, Ky.; O. G. Fetter, Chairman, Cincinnati Frt. Committee, Cincinnati, O.; F. P. Jeffries, Chairman, Evansville Committee, Evansville, Ind.; J. R. Peachy, A. G. F. A., Ill. Cent. R. R. Co., Chicago, Ill.; C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati, O.:

Gentlemen:—At meeting of Committee on Relations with Southern Roads on the 18th inst., the subject of rates chargeable north of Ohio River crossings and E. St. Louis on business from points on the Mobile, Jackson & Kansas City R. R. was considered, and it was recommended that the rules as covered by Information 1408 be applied, and this recommendation the Association concurred in at meeting on 19th inst. We presume that the matter will be again presented to your Committees and an understanding had that all members will instruct their agents to conform to the rules in Information 1408 when billing shipments originating at points on the railroads specified.

Yours very truly,

J. F. Tucker, Chairman.

R. M. Fraser, File No. 4122-C.

O. G. Fetter, File No. 1065."

"June 30, 1902.

4162.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Your Joint Letter 23rd, file 8882, submitted at meeting 27th (See proceedings issued 30th, page 5), and Circular Letter No. XXIX, June 29th, issued as instructed, copy attached.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 22nd, 1902.

Please refer to file 8882.

Messrs. O. G. Fetter, Chairman, Cincinnati Freight Committee, Cincinnati; F. P. Jeffries, Chairman, Evansville Freight Committee, Evansville; C. R. Brent, Chairman, Louisville Freight Committee, Louisville; R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis; W. E. Keepers, G. F. A., Ill. Cent. R. R., Chicago; C. J. Brister, A. G. F. A., C. C. C. & St. L. St. L. Ry., Cincinnati:

Gentlemen:

At meeting of Central Freight Association June 18, and 19, 1902, under Docket 4368, it was decided that rules in C. F. A. Information No. 1408 should govern roads North of the Ohio River crossings and E. St. Louis on shipments of lumber from points on the Mobile, Jackson & Kansas City R. R. Copy of Information No. 1408 is attached hereto for ready reference. In connection with said action the following is received from the representatives of one of the northbound roads from Ohio River crossings:

"We find that this authority is likely to give us and other roads a good deal of trouble, as this road lies east of the Mississippi River and no other road has been permitted

to do business via Ohio River gateways on the terms mentioned. It has been strictly confined to the roads west of the Mississippi River. Other roads, such as the Gulf & Ship Island and the N. O. & N. E. will certainly demand to be put on the same basis as the M. J. & K. C. I think the authority ought to be withdrawn and all roads east of the Mississippi River treated alike. That is, all lumber originating in such territory should pay from Ohio River crossings the regular established proportional rates on lumber. Will you kindly take the necessary action and have this matter considered?

The Chairmen of the Committees referred to above will please have this matter considered by their members as promptly as possible with a view of having an understanding reached that on business originating at points on the Mobile, Jackson & Kansas City R. R. the authorized proportional or local rates will be charged from Ohio River crossings and E. St. Louis; and the representatives of individual roads addressed above will please advise if they will act correspondingly, whatever action is adopted by the respective interested members of this Association to take effect upon a date which will be specified by this office when all have been heard from.

Yours very truly,

J. F. Tucker, Chairman.

(Enclosure.."

"Nov. 3, 1902.
4162.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Your Joint Letter of October 22nd, file 8882, regarding rates and divisions on Lumber from points on the M. J. & K. C. R. R., was read at meeting October 31st, and the following action taken:

Moved, That the matter be referred back to Chairman

C. F. A. with request that the subject be placed in the hands of the Committee on Relation with Southern Roads, for their consideration at next meeting of the Central Ass'n.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 15, 1902.

Please refer to file 8882.

Messrs. O. G. Fetter, Chairman, Cincinnati Committee, Cincinnati; C. R. Brent, Chairman, Louisville Committee, Louisville; F P.. Jeffries, Chairman, Evansville Committee, Evansville; R. M. Fraser, Chairman, St. Louis; E. B. Committee, St. Louis; W. E. Keepers, G. F. A., Ill. Cent. R. R., Chicago, Ill.; C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati.

Gentlemen:

Referring to the subject of rates and divisions on lumber from points on the Mobile, Jackson and Kansas City R. R. to points in Central Freight Association territory, in connection with which we wrote you under date of October 22nd last, see your files as below.

"This matter was considered by C. F. A. lines at meeting on the 13th instant, and the following recommendation unanimously adopted:

Recommended, That on such shipments as the roads north of the Ohio River require the established arbitraries from Ohio River crossings and East St. Louis, and any action of this Association in conflict therewith be abrogated.

It really seems best you should have record made of this matter in the proceedings of your committee, so that all lines members thereof will not misunderstand the proper rates to be applied."

1913

The individual lines at Cairo and other points not subject to the jurisdiction of a committee will also see that the above regulations are fully carried out.

Copy of this lettter has also been transmitted to G. F. A. Campbell of the C. & E. I. R. R.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 753."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to discontinuing issue of Joint Tariffs by R. M. Fraser, as follows (4164):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 7, 1902.

Please refer to file 9706.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—In the proceedings of the St. Louis Eastbound Freight Committee of July 11th the following action is reported:

"That all tariffs published under the jurisdiction of this Committee be cancelled, and that no further tariffs be published as Committee tariffs."

What objections were raised to furnishing information of the authorized rates from East St. Louis to the roads leading from the east bank Mississippi River crossings?

At the meeting August 1st it was stated:

"That rates will be issued from the Chairman's office in

special notice form, but these are only to be furnished to the members of the Committee."

It seems to me that this office as well as the Chief Inspectors should be furnished with a copy of these special notices.

Will you kindly have this request of mine for such notices to be sent submitted to your Committee, and thus much oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 7, 1902.

4164.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—This committee after due consideration recently legislated to cancel all of the joint tariffs that had been issued by this office, which were being used by agents and connections as a ready reference and authority for rates in effect by the eastbound roads, and now that the tariffs are cancelled inquiries are coming in this office for authority in place of the tariffs.

You are, of course, aware of the fact that this office on receipt of information Notices from C. F. A. reprints what is applicable to this gateway in "Special Notice" or tariff form. Now that the tariffs have been cancelled, we would like to cover the information contained therein by "Special Notices," but we find this a difficult matter, in view of the age of some of the C. F. A. issues, and in some instances the many amendments to the original issue, and I would like to know whether it is your intention to reissue at an early date the following information circulars:

Horses and Mules: Info. No. 1862, Nov. 28th, 1899; amendments No. 2655, 2688, 3206, 3230 and 3369.

Cattle, Calves, Sheep and Hogs: Info. No. 1844, Nov. 24th, 1899.

Lumber and Articles Taking Lumber Rates: Info. No. 1878, Dec. 5th, 1899: amendments No. 1902, 2034, 2058, 2099, 2199, 2515, 3139, 3269, and 3386.

Brick Clay, Etc.: Info. No. 2727, March 11th, 1901; amendments Nos. 2731, 2842, 2904, 2923, 2976, 2996, 3001, 3090, 3147, 3153, 3173, 3183, 3199, 3231, 2360, 3271, 3286, 3298, 3345, 3371, 3377, 3382, 3394, 3448, 3473, 3489, 3493, 3532, 3538, and 3568.

Pig Iron Billets, Etc: Info. No. 2684, Feby. 18th, 1901; Amendment No. 2744.

Scrap Iron, Etc.: Info. No. 3429, May 31st, 1902 and Nos. 3556, 3557, 3581, and 3585.

Mill Cinder & Scale: Info. No. 2644 July 19th, 1901: amendments Nos. 2673, 2718, 2797, 2875, 2963, 3007, 3119, 3129, 3140, 3169, 3175, 3210, 3253, 3289, 3293, 3314, 3341, 3383, 3385, and 3394.

I attach for your information copies of Tariffs, amendments and Cancellation Notice covering the traffic mentioned above and will be pleased to have you give the subject consideration and trust that you will decide to bring your issues up to date and by so doing enable this office to reissue same as Special Notices and thus prevent errors or irregularaties that may otherwise occur.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

"Aug. 8, 1902.

4164 & 4117-A.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 7th file 9706. There were no objections to furnishing connections and roads (other than initial, E. St. Louis, lines not members of this committee) with Special Notices etc. issued by this office. In fact we mail copies to a large number of roads in all directions.

In connection with the above please see my letter 7th regarding the cancellation of tariffs and our desire to reissue same in Special Notice form if you will render necessary assistance.

In reply to remark regarding Special Notices please see proceedings No. X. issued June 30th page 7 and No. 1 July 11th, page 4.

You will find upon investigation that we mail copies of our issues as follows:

Chairman C. F. A., 3 copies Special Notices.
Chairman C. F. A., 3 copies Proceedings.
Chief Inspector, 5 copies Special Notices.
Chief Inspector, 1 copy Proceedings.
Dist. Inspr. E. St. L., 4 copies Special Notices.
Dist. Inspr., 1 copy Proceedings.
Connections & foreign roads 1 or 2 copies Special Notices.

The Special Notices we issue are a reprint of C. F. A. authorities.

I trust that the above explanation will give you the information desired.

Yours respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 11, 1902.

Please refer to file 2445.

Mr. R. M. Fraser, Chairman, St. Louis, Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 7th instant, file 4164, and enclosure which accompanied same.

It is not our intention to issue at an early date any of the circulars mentioned in your communication unless it be

that relating to mill cinder and scale, and this will not be done for at least ten days. So far as concerned rates from East St. Louis, all the circulars referred to in your letters seem to be in pretty good shape except that on lumber and articles taking lumber rates and we might consider the advisability of re-issuing said circular were it not that there is before the Association the question of establishing 6th class rates from Ohio River crossings and E. St. Louis to C. F. A. points, on lumber and forest products. As to how the proposition will be viewed is not known by us, but we prefer waiting until after our September meeting before deciding whether Information No. 1878 and amendments will be re-issued. There is considerable expense in re-issuing such circulars as the one relating to brick and clay, and we therefore prefer to delay revision as long as possible. If we can be of any assistance to you in revising your issues, please let me know.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 754."

Complainant offers in evidence correspondence, etc. between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, relating to rates on lumber from North Pacific Coast points and Northwestern points, to the East, through various gateways, including St. Louis; as follows: (4166)

"Proceedings of meeting called to consider rates on lumber, shingles, etc. from North Pacific coast territory; also forest products, grain, etc. from Northwestern points,

Held at Central Freight Association Committee rooms Thursday, Nov. 20, 1902.

Attendance:

Messrs. W. H. Bennett, representing Ann Arbor R. R.;
D. E. Sullivan, representing Baltimore & Ohio R. R.;
C. J. Brister, C. A. Rine, representing C. C. C. & St. L. Ry.
C. H. Rockwell, N. Stadt, representing C. I. & L. Ry.
S. L. Strauss, representing C. & E. I. R. R.
F. W. Fairbairn, representing Erie Railroad.
J. R. Peachy, representing Illinois Central R. R.
J. L. Clark, representing L. S. & M. S. Ry.
M. R. Maxwell, representing L. E. & W. R. R.
F. Zimmerman, representing Michigan Central R. R.
B. E. Morgan, W. H. Wallace, representing N. Y. C. & St. L. R. R.
H. M. Griggs, representing Peoria & Eastern Ry.
Wm. Borner, representing Pennsylvania Co.
C. W. Randall, W. A. Speelman, representing P. C. C. & St. L. Ry.
J. E. Williams, representing Pere Marquette R. R.
N. W. Taylor, representing Vandalia Lines.

Mr. E. Morris was elected Chairman.

The meeting was convened pursuant to Advice Letter C. M. No. 55, dated November 7, 1902, to consider the following subjects, with result as noted thereunder.

Rates on Shingles, straight C. L., and Lumber and Shingles, in mixed C. L. also Lumber, C. L., from north Pacific Coast territory to Trunk Line Association points.

The Chairman presented correspondence from the St. Louis Eastbound Freight Committee requesting that the rates on lumber and forest products, in carloads, from North Pacific Coast territory, applicable via East St. Louis to points in Central Freight Association and Trunk Line Association territories, be equalized with those current via Chicago, it being the opinion of the members of the St.

Louis Eastbound Freight Committee that they were justified in joining in this business from North Pacific Coast territory on an equality with the routes through Chicago, Peoria or Lake Michigan gateways.

It was pointed out that at present time the rates on lumber or shingles, in straight carloads, and lumber and shingles in mixed carloads from North Pacific Coast points to Chicago or Peoria is 63 cents per 100 pounds, and the rates from Chicago, Peoria and west bank Lake Michigan ports to Trunk Line Association points are on basis of 20 cents per 100 pounds Chicago to New York, which would result in making a through rate of 83 cents per 100 pounds on such traffic to New York City (usual) differences to other eastern cities), while the rate to East St. Louis on like traffic from North Pacific Coast territory is 62½ cents per 100 pounds, and the present rates from East St. Louis are on basis of 26 cents per 100 pounds East St. Louis to New York City, so that if the through rates via East St. Louis are equalized with the through rates via Chicago, it would mean lines from East St. Louis would have to publish rates on basis of 20½ cents per 100 pounds, East St. Louis to New York.

On lumber, in carloads, the rates from North Pacific Coast points to Chicago is 60 cents per 100 pounds and the rates from Chicago and Peoria to Trunk Line Association points are on basis of 20 cents Chicago to New York, thus making a through rate of 80 cents per 100 pounds to New York City, while the rate from Northern Pacific Coast points to East St. Louis is 62½ cents, and the rates from East St. Louis are on basis of 26 cents per 100 pounds East St. Louis to New York City, but if they are equalized through that gateway with the rates via Chicago, it will be necessary to publish rates from East St. Louis on basis of 17½ cents per 100 pounds to New York.

It was thought inadvisable to equalize the rates through

East St. Louis by publishing proportional rates therefrom, and it was suggseted that the best disposition of the matter will be to have the same through rates published from North Pacific Coast territory via all gateways, and the following was consequently individually adopted by all roads interested:

"Recommended, That the Chairman of the Central Freight Association ascertain from General Freight Agent Martin of the M. St. P. & S. S. M. Ry., and General Freight Agent Walker of the D. S. S. & A.Ry., if they are applying on shingles, straight carloads and mixed carloads of lumber and shingles, originating at North Pacific Coast points, the rate of 30 cents per 100 pounds, which is current from St. Paul, Duluth, Minneapolis, etc., to New York, and if answers are in the affirmative it is suggested they be asked if they will not agree to charge on such traffic to Trunk Line Association territory via St. Paul and Duluth, the combination obtainable through Chicago, which is 63 cents per 100 pounds to Chicago, plus rates on basis of 20 cents per 100 pounds, Chicago to New York."

It is also

"Recommended, Providing Messrs. Martin and Walker consent to advance their rates to basis of the Chicago combination, that the initial lines from North Pacific Coast territory be asked to publish through rates on shingles, straight carloads, and lumber and shingles, in mixed carloads, such through rates to be made on basis of 63 cents per 100 pounds to Chicago, plus rates from Chicago to Trunk Line Association territory on basis of 20 cents per 100 pounds Chicago to New York, the understanding being the through rates will apply via all gateways and be divided on agreed percents, allowances East of Chicago, Peoria and west bank Lake Michigan ports to be rates on proportional basis of 20 cents per 100 pounds from such gateways to New York City."

It is further

Recommended, That the North Pacific Coast lines be asked to publish through rates on lumber, in carloads, from North Pacific Coast territory to Trunk Line Association points on basis of 60 cents per 100 pounds to Chicago, plus rates from Chicago on basis of 20 cents per 100 pounds, Chicago to New York, such through rates to apply via all gateways and be divided on established percentages, the understanding being that the allowances east of Chicago, Peoria and west bank Lake Michigan ports will be rates on basis of 20 cents per 100 pounds from such gateways to New York City.

Rates from North Pacific Coast territory on Lumber and Forest Products to Central Freight Association territory.

The subject of equalizing the through rates on lumber and forest products from North Pacific Coast territory via East St. Louis to points in Central Freight Association territory so as to place that gateway on a parity with Chicago, Peoria, etc., from which gateways the rates on this traffic are as named in C. F. A. Information No. 3647, was next taken up, and in view of the indefinite information as to what territory the St. Louis lines desire to reach in handling business from North Pacific Coast points, and the further fact that it was the opinion the routes through East St. Louis should not endeavor to handle business to certain portions of Central Freight Association territroy on a parity with routes through Chicago, west bank Lake Michigan ports, Mackinaw, or Peoria, it was

"Recommended, That the question of equalizing via East St. Louis versus Chicago the through rates on lumber and forest products, in carloads, from North Pacific Coast points to Central Freight Association territory, be referred back to the St. Louis Eastbound Freight Committee for the purpose of having that body decide what rates they desire to publish and also to what points in Central Freight Associa-

tion territory they wish to handle business from North Pacific Coast territory via East St. Louis."

In connection with the subject of equalizing rates on lumber, shingles, etc. from North Pacific Coast territory to Central Freight and Trunk Line Association territories, telegram was presented from General Freight Agent McLaughlin of the B. & O. S. W. R. R. asking that the proportions current east of Peoria be also established east of Beardstown, and it was the opinion that if the through rates are published and divided on percentages as provided by the recommendations above, it should satisfactorily adjust rates via Beardstown.

Rates on Lumber and Forest Products from the Northwest to Central Freight Association points via across Lake Michigan routes versus rates through Chicago.

This subject was discussed in detail, and it was the opinion that if C. F. A. Advice Letter No. H-553½, dated September 6, 1902, as supplemented, is corrected to agree with the current issues of the Northwestern roads, the matter will be arranged satisfactorily to the Central Freight Association roads, it being admitted that there is a certain territory located adjacent to the west bank Lake Michigan ports from which points of origin the rates to the ports are less than to Chicago, and as it is neither wise not practicable for the eastbound roads from Chicago to attempt to equalize the through rates on such business so as to have it move via Chicago, an understanding was had that no equalizing will be done by Chicago route except as provided by Information No. 3647 and Advice Letter No. H-553½ as supplemented at present or hereafter.

Equalization via Chicago versus Lake Michigan gateways of rates on Lumber and Forest Products from Northwestern points to Trunk Line Association territory.

At the present time the proportional rates on lumber and forest products, in carloads, from Chicago, west bank Lake

Michigan ports, Mackinaw and Peoria to Trunk Line Association territory, are on basis of 20 cents per 100 pounds, Chicago to New York, the rates from Kewaunee, Milwaukee and Manitowoc applying only via direct across Lake Michigan routes, and it is not permissible to prorate such rates through Chicago.

The result is that as the rates from Wisconsin points of origin to the west bank ports north of Chicago are in some cases less than to Chicago, the through rates from points or origin in the Northwest to Trunk Line Association destinations via across Lake Michigan routes are less than given via Chicago. In other words, the rates via Chicago are not equalized with those applying across Lake Michigan, yet it was agreed that no change should be made in this condition, and upon the roll being called the representatives of all eastbound roads from Chicago stated they were not doing any equalizing on this business, but are accepting as minimums from Chicago, rates on basis of 20 cents per 100 pounds Chicago to New York, regardless of where the traffic originates in Wisconsin, Minnesota, or Michigan.

Proposed advance in rates on Lumber and Forest Products from the Northwest to Trunk Line Association points.

The general sentiment is that on lumber and forest products, in carloads, from Northwestern points to Trunk Line Association points, higher rates should be obtained than those now applying, namely, on basis of 20 cents per 100 pounds Chicago to New York, but as no advance can be made so long as the M. St. P. & S. S. M. and D. S. S. & A. Ry's. continue to publish a rate of 30 cents per 100 pounds from St. Paul, Minneapolis, Duluth, etc. to New York, with usual differences to Boston, it is

"Recommended, That the Chairman of the Central Freight Association communicate with General Freight Agent Martin of the M. St. P. & S. S. M. and General Freight Agent Walker of the D. S. S. & A. Rys. and ask

them if they are not willing to make a horizontal advance of 2½ cents per 100 pounds on lumber and forest products, in carloads, from St. Paul, Minneapolis, and Duluth, also other points in the Northwest, to Trunk Line Association points, the understanding being that if this is done the rates on all lumber and forest products, in carloads, from Wisconsin, Minnesota, Upper Peninsula of Michigan, and points west thereof (including Trans-Continental business), but excluding business subject to Joint Rate Committee regulations, will be advanced to the basis of 22½ cents per 100 pounds, Chicago to New York City."

Through rates on Lumber from St. Paul, Minneapolis, etc. to Terre Haute, Evansville, etc., via Peoria.

At the meeting there was presented C. B. & Q. Tariff G. F. O. 8665, which publishes through rate of 16 cents per 100 pounds on lumber and forest products, in carloads, from St Paul and Minneapolis to Terre Haute, Evansville and intermediate points, via Peoria, whereas proper rates based on Information No. 3647 are 17½ cents to Terre Haute and 20 cents to Evansville, the understanding being that the rate north of Peoria and Chicago is 10 cents per 100 pounds. It was consequently

"Recommended, That the Chairman of Central Freight Association take up with the initial lines issuing this tariff, also with the connecting lines at Peoria, parties to the tariff, the question of having same revised to agree with Information No. 3647."

Rate on Barley and Rye from St. Paul, Minneapolis, etc. to Ohio River Crossings.

There was also considered the question of abrogating rate of 13½ cents per 100 pounds which is published from St. Paul, Minneapolis, etc. to Ohio River Crossings on barley and rye, in carloads, and it was decided that in view of the conditions prevailing, the matter of having the railroads

from Chicago and Peoria advance their proportion south thereof be referred to the General Meeting of the Central Freight Association, to be held Tuesday, November 25, 1902.

The meeting then adjourned.

E. Morris, Chairman.
Chicago, November 24, 1902."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 24, 1902.
7330-B

Mr. R. M. Fraser, Chairman, St. Louis E. B. Committee,
St. Louis, Mo.:

Dear Sir:—Referring to your file 4166, relative to equalization of rates on lumber and forest products from North Pacific Coast points to Central Freight and Trunk Line Association territories.

This matter was considered at meeting on the 20th instant, at which were present representatives of the Chicago, Peoria and East St. Louis lines, and attached hereto is copy of proceedings which indicates the disposition made of the matter.

It is thought the amount of lumber and shingles now moving through St. Louis from North Pacific Coast points is very small, if in fact any at all; hence a little delay will not do any harm, whereas if rates are established east of East St. Louis in order to equalize with rates through Chicago, it will make the business entirely undesirable.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 28, 1903.

Please refer to file 7330-A.

Messrs. R. M. Fraser, Chairman, St. Louis E. B. Com., St. Louis, Mo.; Jno. McCann, Secretary, Peoria Committee, Peoria, Ill.:

Gentlemen:—Various questions have lately arisen with reference to the rates applicable from Chicago, Peoria and East St. Louis on lumber and forest products, C. L., originating at California terminals and also North Pacific Coast points, and it seems a conference of the Chicago, Peoria and East St. Louis Committees is necessary in order to enable proper disposition of the matter. A meeting for that purpose is therefore hereby suggested, the same to take place at this office on Thursday, August 13, 1903, at 10:30 A. M.

Kindly advise as promptly as possible if the members of your Committees will be on hand.

Yours very truly,

"J. F. Tucker, Chairman."

"July 31st, 1903.

4166.

Mr. J. F. Tucker, Chairman, C. F. A.:

Dear Sir:—Yours 28th, File -A, submitted by Circular Letter No. 162, copy attached.

I will advise soon as replies received.

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 5, 1903.

Please refer to file 7330-A.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Please see your letter of July 31, file 4166, and advise by wire if St. Louis lines will be present at Conference at this office on the 13th inst. to consider Pacific Coast Lumber rates.

Yours respectfully,

J. F. Tucker, Chairman."

"The Western Union Telegraph Company.

(Regular printed blank.)

W. U. Frank No. 1102.

St. Louis, Mo., Aug. 6, 1903.

J. F. Tucker Chairman, C. F. A., Monadnock Block, Chicago, Ill.:

Letter fifth, file seventy three thirty A. Majority St. Louis members advise will be represented meeting thirteenth.

R. M. Fraser."

"Central Freight Association.

Eighth Floor Monadnock Block.

Chicago, August 6, 1903.

Call for Meeting at Chicago, Thursday, August 13, 1903, to consider lumber rates from Pacific Coast points. C. M. No. 114.

To the Representatives of Eastbound Roads from Chicago, Peoria and East St. Louis:

Gentlemen:—A meeting of the representatives of your companies is hereby called, same to be held at this Association's rooms, Chicago, Thursday, August 13, 1903, at 10:30 A. M., to give consideration to the matter of rates from Chicago, Peoria and East St. Louis to points in Central Freight Association territory, on lumber originating at both north and south Pacific Coast points, as well as at Humboldt Bay points.

Please do not fail to be present or authoritatively repre-

sented, for there are some features about this subject that demand prompt consideration and adjustment.

Yours very truly,

J. F. Tucker, Chairman."

"Proceedings of meeting of representatives of Eastbound Roads from Chicago, Peoria and East St. Louis, to consider rates on Lumber from North and South Pacific Coast points, held at Central Freight Association Committee rooms, Thursday, August 13, 1903.

Representation—

B. & O., D. E. Sullivan.
B. & O. S. W., E. B. Tullis.
C. & E. I., S. J. Cooke, R. E. Eggebrecht.
C. C. C. & St. L., C. Tillinghast, O. A. Rhine.
C. I. &L., N. Stadt.
Erie, H. W. Forward.
Grand Trunk, C. A. Hayes.
I. C., J. R. Peachy.
L. E. & W., M. R. Maxwell, F. M. Cole.
L. S. & M. S., F. W. Fairbairn.
M. C., W. C. Rowley, F. Zimmerman.
N. Y. C. & St. L., J. P. Hayes.
Penna Co., E. T. Wood.
P. & E., H. M. Griggs.
P. C. C. & St. L., C. W. Randall, J. D. Couffer.
T. P. & W., D. Mowatt.
Vandalia, A. D. Pendleton, G. L. Stevens.

There was also present:

Mr. John McCann, Secretary, Peoria Freight Committee.

Mr. E. Morris was elected Chairman.

The foregoing representatives convened pursuant to Circular Letter C. M. No. 114, to consider the question of rates from Chicago, Peoria and East St. Louis, on lumber and

forest products, in carloads, originating in Pacific Coast territory.

After discussing the points presented it was determined that there was also involved in the proposition the question of rates from St. Paul, Minneapolis, Duluth and corresonding northwestern points, and that whatever action was taken with reference to rates from Pacific Coast territory would also have to include shipments from St. Paul, Minneapolis, Duluth and common points. The following action was, therefore taken:

Central Freight Association Traffic.

On lumber and other forest products, in carloads, originating at both north and south Pacific Coast territory, also at points on, west and north of a line drawn westerly from Elroy to Sparta, Wis., thence northerly from Sparta to Merrillan; thence northeasterly through Greenwood, Abbottsford and Heafford Jct., to Rhinelander, Wis., thence eastwardly via a line just south of the M. St. P. & S. S. M. Ry. to a point just south of Gagen, Wis., thence southeasterly via an imaginary line to a point just north of Wausaukee; thence southeasterly via a line drawn just north of Bagley Jct. to a point north of Menominee, Mich., and destined to all points in Central Freight Association territory, it is

Recommended, (a) That full local rates be charged east of Chicago.

(b) That rates via Mackinaw City be revised so as to preserve via that gateway the combination of rates current via Chicago or via across Lake Michigan routes (whichever is lower).

(c) That rates from Chicago apply as proportional rates from Peoria and from west bank Lake Michigan ports.

With reference to the equalization of through rates on lumber and forest products, C. L., from north and south Pacific Coast territory, it is

Recommended, That the terms of Information No. 2265, dated May 23, 1900, reading as follows, be reaffirmed:

"Proportional rates subject to basis mentioned below will be published from Chicago, East St. Louis, or Peoria, Ill., on lumber and articles taking lumber rates, in carloads, originating at the Pacific Coast and destined to points in Central Freight Association territory, the object being to have the same through rates from the Pacific Coast via the three (3) gateways specified:

First: The proportional rates from Chicago, Ill., will be such as are necessary to equalize with the rates from Pacific Coast points of origin to East St. Louis or Peoria, plus the established local rates from the latter points.

Second: The proportional rates from Peoria will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or East St. Louis, plus the established local rates from the latter points.

Third: The proportional rates from East St. Louis will be such as are necessary to equalize with the rates from Pacific Coast points of origin to Chicago or Peoria, plus the established local rates from the latter points.

Fourth: The established local rates from East St. Louis, Ill., being the same as shown in Central Freight Association Information No. 1878 of December 5, 1899, it is permissible for the lines leading from Chicago and Peoria to equalize with the rates specified in Information No. 1878 from East St. Louis."

It is also

Recommended, That the eastbound roads from Chicago, Peoria and East St. Louis and west bank Lake Michigan ports be convened at Central Freight Association Committee rooms on September 1, 1903, at 10:30 A. M., to check in equalizing rates subject to the recommendation next above. In the meantime the Chairman of the Central Freight Association is to obtain from the western roads lat-

est advices as to what the through rates are on both north and south Pacific Coast business to Chicago, Peoria and East St. Louis.

Trunk Line Association Traffic.

On lumber and other forest products, in carloads, originating at north Pacific Coast territory, and also at points on, north and west of a line drawn westerly from Elroy to Sparta, Wis., thence northerly from Sparta to Merrillan; thence northeasterly through Greenwood, Abbottsford and Heaford Jct. to Rhinelander, Wis., thence easterly via a line just south of the M. St. P. & S. S. M. Ry. to a point just south of Gagen, Wis., thence southeasterly via an imaginary line to a point just north of Wabeno, Wis., thence easterly via an imaginary line to a point north of Wausaukee; thence southeasterly via a line drawn just north of Bagley Jct. to a point north of Menominee, Mich., and destined to all points east of the western termini of the Trunk Lines, it is

Recommended, (a) That full local rates be charged east of Chicago.

(b) That the rates via Mackinaw City be revised in line with the rates via Chicago or across Lake Michigan routes (whichever is lower).

(c) That the rates from Chicago apply as minimum proportions from west bank Lake Michigan ports and from Peoria.

Lumber from Humboldt Bay Points.

It is observed there is published via San Francisco and Portland a through rate of 78.8 cents per 100 pounds on lumber, etc., from Eureka, Cal. and other Humboldt Bay points to New York, Boston and common points, and if the shipments are forwarded via San Francisco the roads east of junctions with Western roads would receive the same

earnings as they obtain on like traffic forwarded from San Francisco proper, consequently, it is

Recommended, That on lumber, etc., from Humboldt Bay points, forwarded via North Pacific Coast terminals, to Trunk Line Association and New England territory, the lines east of Chicago and other junctions with western roads accept the same proportions as they receive on like traffic from San Francisco.

In connection with the foregoing it is understood that the roads from north Pacific Coast terminal points will apply as maxima therefrom the through rate current from Eureka, Cal., via those gateways, and it is therefore

Recommended, That when the through rates from Eureka, Cal. is applied as maximum rate from Portland and other North Pacific Coast terminal points, the lines east of Chicago and other junctions with western roads will demand their percentage proportion of the through rate used locally from Portland or intermediate terminal points. Illustration: If the rate of 78.8 cents per 100 pounds is charged from Portland proper the roads east of Chicago should be allowed 19.7 cents—that is, 25% of 78.8 cents.

On shipments of lumber, etc., from south Pacific Coast points the through rates to Trunk Line Association and New England territory as published in tariffs of the Trans-Continental Freight Bureau will be joined in.

The foregoing recommendations are to take effect September 15, 1903, and are to govern in the absence of through rates.

Adjourned.

E. Morris, Chairman.

Chicago, August 15, 1903."

"Proceedings of meeting of Representatives of Eastbound Roads from Chicago, Peoria, East St. Louis, West Bank Lake Michigan ports and Mackinaw to consider rates on

lumber, etc., from Pacific Coast territory to Central Freight Association territory, held at Central Freight Association Committee rooms, Thursday, September 17, 1903.

Representation—

Ann Arbor, W. H. Bennett.
B. & O., D. E. Sullivan.
C. & E. I., R. E. Eggebrecht.
C. I. & L., C. H. Rockwell.
C. C. C. & St. L., C. Tillinghast.
Erie, H. W. Forward.
L. E. & W., F. M. Cole.
L. S. & M. S., F. W. Fairbairn.
N. Y. C. & St. L., B. E. Morgan.
Penna. Co., E. T. Wood.
P. & E., Ford Woods, H. M. Griggs.
P. C. C. &St. L., C. W. Randall, C. D. Couffer, W. A. Speelman.
T. P. & W., D. Mowat.
Vandalia, G. L. Stephens.

The foregoing representatives convened at this Association's rooms pursuant to Circular Letter C. M. 119, dated September 9, 1903, to consider the matter of establishing east of Chicago, Peoria, East St. Louis, etc., on lumber and forest products, C. L., from North Pacific Coast territory, such rates as are necessary to equalize the rates via all routes, and after reviewing the subject it developed that in order to equalize the rates reductions will have to be made east of Chicago and Peoria; consequently it was

Recommended, That all interested roads restore and charge until further notice on lumber and forest products, carloads, forwarded from North Pacific Coast territory the rates as named in Information 3647, and amendments, and in the meantime the Chairman of the Central Freight Association will arrange to have compiled statistics of the

number of cars of lumber and forest products which are forwarded via Chicago, Peoria and East St. Louis, West Bank Lake Michigan ports and Mackinaw City, to Central Freight Associatiation points during the period October 1st to December 31st, inclusive, 1903. After these statistics are obtained a conference of the eastbound roads from Chicago, Peoria, East St. Louis, West Bank Lake Michigan Ports and Mackinaw City will be called on to further consider the matter.

(Adopted.)

In connection with the subject of equalizing rates on lumber and forest products from North Pacific Coast territory the meeting observed that the rates from North Pacific Coast are as follows:

On	To Chicago and Peoria.	East St. Louis
	Rates in cents per 100 lbs.	
Lumber, straight, C. L.....	62	62½
Shingles, straight C. L., and lumber and shingles mixed, C. L.....	63	62½

It was stated that these through rates are based on rate of 50 cents per 100 lbs. from North Pacific Coast to St. Paul, plus proportional rates, as follows:

	Chicago and Peoria.	East St. Louis
Lumber, straight, C. L.....	.10	.12½
Shingles, straight, C. L., or mixed with Lumber, C. L.....	.13	.12½

Concerning the proportional rates as shown next above the following preamble and recommendation were unanimously adopted:

Whereas, The Central Freight Association roads notice that the proportional rates applicable from St. Paul, Minne-

apolis, etc., on Shingles, straight carloads, and on lumber and shingles, mixed carloads, from north Pacific Coast territory to East St. Louis, are less than to Chicago or Peoria, while the rule in the past has been to make less rates on this traffic to Chicago than to East St. Louis, and

Whereas, The distance and other conditions warrant lower rates being charged to Chicago and Peoria than to East St. Louis on shipments in question, and

Whereas, The present rates are a discrimination against Chicago and Peoria in favor of East St. Louis, it is

Recommended That the Western roads readjust their rates to said gateways, in order that the discrimination may be removed.

E. Morris, Chairman.

Adjourned."

Proceedings of meeting of Represenatives of Eastbound Roads from Chicago, Peoria, East St. Louis, West Bank Lake Michigan Ports and Mackinaw, to consider rates on lumber, etc., from the Northwest and Pacific Coast territory to Central Freight and Trunk Line Association territory, held at Central Freight Association Committee rooms, Friday, September 4, 1903.

Representation—

Ann Arbor, W. H. Bennett.
B. & O., D. E. Sullivan.
B. & O. S. W., E. B. Tullis.
C. & E. I., S. J. Cooke, R. E. Eggebrecht.
C. I. & L., N. Stadt.
C. C. C. & St. L., C. Tillinghast.
Erie, H. W. Forward.
Grand Trunk, C. A. Hayes, C. B. Chapman.
L. E. & W., J. L. Clark.
L. S. & M. S., J. L. Clark.
M. C., W. C. Rowley, F. Zimmerman, W. C. Lewis.

N. Y. C. & St. L., B. E. Morgan.
Penna Co., W. A. Speelman.
P. & E., H. M. Griggs.
P. M., J. B. Williams, Geo. C. Conn.
P. C. C. & St. L., W. A. Speelman.
Vandalia, A. D. Pendleton.

The foregoing representatives convened pursuant to Circular Letter C. M. No. 117, dated August 25, 1903, to further consider the question of rates from Chicago, Peoria, East St. Louis, west bank Lake Michigan ports and Mackinaw City, on lumber and forest products, C. L., originating in the Northwest and Pacific Coast territory .

It was explained that in view of the position taken by some of the roads members of the Central Freight Association, the propositions as submitted by Advice Letters Nos. I-741 and I-742, both of date August 19, 1903, which provide for a readjustment of the rates east of Chicago, Peoria, East St. Louis, west bank Lake Michigan ports and Mackinaw City, on lumber and forest products, C. L., originating at Pacific Coast territory and also at Duluth, St. Paul, Minneapolis and common points, could not be made effective and it was therefore necessary that the eastbound roads from Chicago, Peoria, East St. Louis, west bank Lake Michigan ports and Mackinaw City be convened to further consider the matter. After some debate it was understood that all objections to the present adjustment of rates on the traffic referred to had been withdrawn, and it was unanimously

Recommended, That the present arrangement applicable on lumber and forest products, C. L., from north and south Pacific Coast territory, also on shipments from the Northwest to points in Central Freight and Trunk Line Association territories, continue in effect.

In adopting the foregoing recommendation, it was the opinion of the meeting that the present adjustment is the

best possible that can be obtained under the circumstances, and since there are no objections to the same it was deemed advisable to permit it to remain in effect.

Rates on Sash, Doors and Blinds Versus Lumber.

Attention was called to the fact that at the present time the rates from south Pacific Coast territory on lumber, sash, doors and blinds, C. L., to points in Trunk Line Association territory are the same, and also that the roads from North Pacific Coast points contemplate also applying on sash, doors and blinds, C. L., the same rates as on lumber, C. L., both to Central Freight and Trunk Line Association territories, and

Whereas, the use of the same through rates on sash, doors and blinds as governs on lumber from Pacific Coast territory to Central Freight Association and Trunk Line Association territories threatens to force Central Freight and Trunk Line Association roads to accept on shipments of sash, doors and blinds from other territories west of Chicago and Lake Michigan the same rates as govern on lumber., C. L., it is

Recommended, That the lines from Pacific Coast be asked to charge higher through rates on shipments of sash, doors and blinds, when shipped separately, or when mixed with lumber, than they apply on lumber in straight carloads, it being the opinion of this meeting that the difference in the valuation, as well as the loading of sash, doors and blinds, as compared with lumber warrants a difference in the rates.

Adopted.

Equalizing Rates on Lumber.

Whereas, there seems to be a difference of opinion as to the proper rates east of Peoria on lumber from North Pacific Coast points when such rates are necessary to equalize with those current from other gateways with eastern and western roads, it is unanimously

Recommended, That the Chicago, Peoria and East St. Louis Freight Committee, also representatives of west bank Lake Michigan and Mackinaw City lines be convened at Central Freight Association rooms on Thursday, September 17, 1903, at 10:00 A. M., to consider the subject of checking in equalizing rates to Central Freight Association points on lumber and forest products, C. L., originating at north Pacific Coast points.

(Adopted.)

In connection with the subject of equalization of rates on lumber and forest products, C. L., from north and south Pacific Coast territory to points in Central Freight Association territory, it was the understanding that the terms of Information No. 2265 will continue in effect, and it was the consensus of opinion of the meeting that so far as concerns shipments of lumber and forest products from North Pacific Coast territory to C. F. A. points the rates in Information No. 3647 are the proper ones to govern, regardless of the rule for equalization which is embodied in Information No. 2265, because the former rates were adopted subsequent to the rule in Information No. 2265, and it is specifically mentioned that they will apply on north Pacific Coast shipments.

Adjourned.

E. Morris,
Chairman.

Chicago, Sept. 5, 1903."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, September 25, 1903.

Please refer to file 7330-C.

Messrs. B. E. Connell, Chairman, Chicago Committee, Chicago, Ill.

R. M. Fraser, Chairman, St. Louis E. B. Com., St. Louis, Mo.

John McCann, Secretary, Peoria Committee, Peoria, Ill.

Gentlemen: At meeting of representatives of the east-bound roads from Chicago, Peoria, St. Louis, west bank Lake Michigan ports and Mackinaw, held at this association's rooms, September 17, 1903, the following preamble resolutions were adopted:

Whereas, The Central Freight Association roads notice that the proportional rates applicable from St. Paul, Minneapolis, etc., on shingles, straight carloads, are less than to Chicago or Peoria, while the rule in the past has been to make less rates on this traffic to Chicago than to E. St. Louis and

Whereas, the distance and other conditions warrant lower rates being charged to Chicago and Peoria than to East St. Louis on the shipments in question, and

Whereas, the present rates are a discrimination against Chicago and Peoria in favor of E. St. Louis, it is

Recommended, That the western roads re-adjust their rates to said gateways in order that the discrimination may be removed.

The foregoing was transmitted to Chairman Mahoney of the Western Trunk Line Committee with request that he take necessary action, and in reply he advises that the through rates from the Pacific Coast, namely, 63 cents to Chicago and Peoria and 62½ cents to St. Louis and E. St. Louis is one of long standing, but they are not, as we infer, altogether based on combinations through St. Paul. So far as concerns rate of 63 cents to Chicago and Peoria, it is arrived at by using 50 cents to St. Paul and proportional rate of 13 cents from St. Paul, but the rate to St. Louis and E. St. Louis is simply equalized through St. Paul, that is, the through basis from North Pacific Coast via Billings to St. Louis di-

rect is 62½ cents, which necessitates a rate of 12 cents south of Minnesota Transfer, St. Paul and Minneapolis, the rate to these points from Pacific Coast being 50 cents. It is further pointed out, that the rate of 62½ cents from North Pacific Coast to St. Louis and E. St. Louis is necessary to meeting competition on similar shipments from California points, the rate on which is 57½ cents, and the lines from North Pacific Coast are unwilling to carry greater difference than 5 cents per 100 lbs., as between the two shipping points.

We are also told that recently there was a proposition to advance the rate to E. St. Louis ½ cent, so as to make the rate to Chicago, Peoria and St. Louis the same, but owing to the California competition the routes operating via Billings and Missouri River were unwilling to make any advance.

The above is transmitted for the information of your members and for any suggestion they have to make as to further steps they desire taken by this office.

Yours respectfully,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 755."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning low rates on whiskey, alcohol, etc., East St. Louis to eastern points, and withdrawal of same, as follows: (4174.)

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 29, 1902.

Please refer to File L-0077.

Messrs. R. M. Fraser, Chairman, St. Louis E. B. F.

Committee, St. Louis, Mo.; John McCann, Secretary, Peoria & Pekin Committees, Peoria, Ill.; H. R. Griswold, Chairman, Terre Haute Committee, Terre Haute; F. P. Jeffries, Chairman Evansville Freight Committee, Evansville, Ind.; C. R. Brent, Chairman Louisville Freight Committee, Louisville, Ky.; O. G. Fetter, Chairman Cincinnati Freight Committee, Cincinnati, O.

Gentlemen: For your information we would respectfully direct your attention to the following recommendations adopted by the Central Freight Association at special meeting held on 26th inst.

"That all special rates, both C. L. and L. C. L., on alcohol, high wines, whiskey, or other spirituous liquors, applying from and to points in Central Freight Association territory, be restored, effective December 15, 1902, to Official Classification basis, this being in accord with action taken by the Chicago & Ohio River Committees and St. Louis-Louisville-Cincinnati Committee."

Will you kindly place the matter before your Committees and arrange to have them agree to cancel, effective December 15, 1902, all special rates on the articles mentioned?

Yours very truly,
J. F. Tucker, Chairman."

"The Western Union Telegraph Company.

(Regular printed blank.)

Received at Union Station, St. Louis, Mo.
9 A Qo OM 35 D-H.

Ta-Chicago, Ills., Dec. 2nd, 1902.

Your message. Rates on Whiskey, etc., authorized by information thirty four twenty five and seven eighteen to western terminal and east continue until Jany. first and are not cancelled by information thirty-eight naught two.

J. F. Tucker, 10:27 a. m."

"The Western Union Telegraph Company.
W. U. Frank No. 3208.
St. Louis, Mo., Dec. 1, 1902.

J. F. Tucker, Chairman, C. F. A., Monadnock Block, Chicago, Ill.: Information thirty four twenty five and seven eighteen "A" were issued to expire December thirty first. Does Information thirty eight naught two cancel rates to Western Termini effective fifteenth leaving rate to Trunk Line Points stand? Answer. R. M. Fraser."

Above Exhibit is marked "Complainant's Exhibit Fraser No. 756."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, showing application of St. Louis lines for lower rates from East St. Louis on zinc, etc., from LaSalle and Peru, Ill., as follows: (4175.)

Jany. 31, 1903.
2122-E—4145-H.

Mr. J. F. Tucker, 4175.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 21st. file 9069, also letter Jan. 19th, file W-527 from A. G. F. A. Wabash R. R. were submitted to the members by Circular Letter Nos. 105 and 106 respectively (copies attached) and considered at meeting 30th with the result as follows:

Whereas, Rates are in effect from LaSalle, Peru, etc., to Ohio River crossings, through C. F. A. Territory on zinc, without reference to the kind, at same rates as on Pig Lead, etc., be it

Recommended, To the Central Freight Ass'n that existing authorities covering rates on Pig Lead and Spelter to C. F. A. and Trunk Line Territory be amended to include Zinc, Zinc Oxide and sublimed Lead carloads.

Please give subject attention, advising conclusions.

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 10, 1903.

Please refer to File 9069.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to your favor of January 31st, your files 4122 H, 4145 H and 4175, relative to rates on zinc:

The only reason given by your committee for desiring to apply the present pig lead rates on zinc, zinc oxide and sublimed lead to Central Freight and Trunk Line Association points is the fact that the initial roads from LaSalle and Peru, Ill., etc., publish pig lead rates from those points to Ohio River crossings, etc., on zinc.

In connection therewith would state that the initial lines from LaSalle and Peru have agreed to apply Official Classification basis on zinc to all points east of the Indiana-Illinois State line, this restoration to be made effective March 1st next. Consequently, it would seem unnecessary to do anything with the application of the St. Louis committee because the necessity they cite therefor will not exist after March 1st.

Please advise if this is not the correct conclusion.

Yours very truly,

J. F. Tucker, Chairman."

"Chicago, Feb. 10th, 1903.

Zinc, Peru and LaSalle to C. F. A. Territory.

J. F. Tucker, Esq.,

Chairman, Central Freight Ass'n, Chicago, Ill.

Dear Sir: Referring to your circular letter of the 12th, file 9860, in regard to advancing the rate on Zinc, C. L.,

from Peru and LaSalle to Ohio River crossings and Indiana Gas Belt points to the class basis. We herewith agree to advance the rate to north bank Ohio River points to the 6th class rate of 12 cents, Louisville 13 cents, Indiana Gas Belt points 10½ cents, which is the 6th class rate from Peoria to Indiana Gas Belt points as shown in Peoria Committee, minimum rate sheet which under the agreement we have a right to apply from Peru and LaSalle. The date of this advancement to take effect should be announced by you.

For C. B. & Q. Ry., Thos. Miller.

*For I. C. R. R., J. R. Peachy.

For C. R. I. & P. R. R., H. A. Snyder.

*The above will not affect the present local rate to Cairo.

J.R. P."

"Feb. 17, 1903.

Mr. J. F. Tucker, 4175

Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 10th, file 9069. Please send me on or before *early mail Thursday, 19th*, copy of Tariffs or Amendments restoring rates to Official Class'n basis, from LaSalle, Peru, Ill., etc., on Zinc, Zinc Oxide and Sublimed Lead to all points east of Illinois-Indiana State Line.

It may be desirable to have said Tariffs at meeting 20th, a. m.

Respectfully,

Chairman."

"Feb'y. 21st, 1903.

9860.

Messrs. Thos. Miller, F. T. M., C. B. & Q. R. R., Chicago, Ill.; H. A. Snyder, A. G. F. A., C. R. I. & P. Ry., Chicago, Ill.; J. R. Peachy, A. G. F. A., I. C. R. R., Chicago, Ill.

Gentlemen: In accordance with individual statements made by each of you, please be advised that taking effect

March 10th, 1903, the special rates now in effect on Zinc from Peru and LaSalle to Ohio River crossings, Indiana Gas Belt points or other points in Central Freight Association territory will be cancelled, and on and after said date Official Classification basis will apply.

This will make rates as follows, which are 6th class: to north bank Ohio River crossings, Cincinnati, Ohio, and west thereof, 12 cents per hundred pounds; to Louisville, Ky., 13 cents per hundred pounds, and to Indiana Gas Belt points 10½ cents per hundred.

Kindly favor me with a copy of your tariff issued pursuant to the foregoing. Yours respectfully,

J. F. T., Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Feb'y 21st, 1903.
Please refer to file 9069.

Mr. R. M. Fraser,
Chairman, St. Louis & Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 17th inst., file 4175, 4122-E and 4115-H:

Attached hereto is copy of Joint Letter addressed to initial lines at LaSalle and Peru, relative to restoration of Official Classification basis on shipments of Zinc from these points forwarded to Ohio River crossings and other points in Central Freight Association territory. Attached hereto is also copy of Joint letter signed by the representatives of the initial lines at LaSalle and Peru, showing that they agree to the proposition.

Yours respectfully,

J. F. Tucker, Chairman."

"March 7, 1903.
4175.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours Feb. 10th and 21st, file 9069. Having secured and submitted at meeting 6th a copy of C. B. & Q., GFO Tariff, No. 3986, effective March 10th, 1903, advancing rate on Zinc, C. L., from Peru and LaSalle, Ill., to various Central Freight Ass'n points, it was:

Moved, that the application to Central Freight Ass'n for special rating on Zinc, etc., as per letter Jan. 31st, be withdrawn. Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 757."

Complainant offers in evidence correspondence between the officials of the Central Freight Association, being Circular Letters from J. F. Tucker to Chairman of the local committees, as follows (4178):

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, July 29, 1902.

Subject: Proposed charge for weighing light and loaded cars.

Advice Letter No. H 421½.

To the Chairman of Local Committees, of the Central Freight Association.

Gentlemen: This office has been requested to docket for consideration at the next meeting of the Central Freight Association the subject of charge to be made for weighing cars

light and loaded when the weighing is done at the request of the consignor or consignee.

It seems to be the practice of some of the roads to make a charge for this service, while others do not. It is thought, however, that such work, when done at the request of the consignor or consignee, should at all times be subject to a charge.

In order that we may have full information on the subject when it is presented for consideration at the next meeting of the Central Freight Association, which will be held September 17th and 18th, will you kindly inform me the practice of each of the roads members of your committee, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor, Monadnock Block.

Chicago, September 23, 1902.

Subject: Uniform charge for weighing light and loaded cars, when done at request of consignor or consignee.

Advice Letter No. H 615½.

To the Chairman of Local Committees.

Gentlemen: Referring to advice letter No. 421½, dated July 29, 1902, relative to the question of railroads establishing a uniform charge for the services they perform in weighing empty cars and loaded cars, at the request of the consignor or consignee:

At meeting of the Central Freight Association on the 18th instant, it was decided that each Local Committee decide for itself what rule shall govern, the subject being that while it is impracticable to establish a uniform charge to govern at all points in the territory, yet it is necessary

that the rule observed by all roads any particular point be uniform.

The foregoing is furnished for your information.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 758."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning question raised by Trunk Line Association as to bridge rates and store-door deliveries at St. Louis, as follows (4183):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, Oct. 18, 1902.

Mr. R. M. Fraser,
Chairman, St. Louis E. B. F. Committee,
St. Louis, Mo.

Dear Sir: At meeting of Trunk Line Committee held Oct. 14th, the following letters from one of the Trunk Lines, which is self-explanatory, was presented.

"Please see memorandum of bridge tolls from East St. Louis, Ill., to St. Louis, Mo., provided for in your Supplement 2 to Westbound Percentage Basis. These figures were published by our line in our Westbound Tariff, but our attention has been called several times to the fact that the charges as imposed by delivering lines at St. Louis were not always the same as those published in our tariffs. On taking the question up with our lines at St. Louis we are informed that the charges as shown in our tariff will cover transfer only by the Terminal R. R. and will only cover delivery to their depot. Less than carload shipments for

St. Louis are handled by the St. Louis Transfer Co. and taken from East St. Louis to Store Door in St. Louis.

In some instances the charges for these services are the same as the bridge tolls as published by us, but this is not always the case. The minimum charge as published in our tariffs is 10 cts., but the minimum charge as imposed by the St. Louis Transfer Co. to Store Door is 25 cts.

It occurs to us that the publication of these rates in the manner in which they are now published will result in many instances at least, of covering Store Door Delivery in St. Louis, which we believe was not the intention of the Trunk Line Freight Committee.

We would therefore, suggest that you take the question up with the Central Freight Association lines or with Terminal roads of St. Louis with a view of having such restrictions placed upon this traffic as would preclude the possibility of making Store Doors deliveries on less than carloads-"

Commissioner Bullen was directed to send a copy of this letter to us, announcing that Trunk Lines respectfully ask the St. Louis E. B. F. Committee to consider the points involved in the letter quoted, and suggest what action is necessary to remove the existing complications referred to therein. Will you kindly have the matter taken up at next meeting and have suggestions made as to adjustment of the difficulty complained of?

Yours very truly,

J. F. Tucker,

Chairman."

"Nov. 3, 1902.

4183.

M. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Your letter of Oct. 18th, file blank, regarding

Bridge Tolls, on L. C. L. shipments from Trunk Line Territory to St. Louis was read at meeting Oct. 31st and it was:

Moved, That Chairman C. F. A., be advised that there being a number of Transfer Companies in addition to those mentioned, operating between East St. Louis and St. Louis and various firms having individual arrangements with them for transporting property across the river, the lines, members of this Committee, object to any of their Eastern Connections publishing rates or a basis of rates to St. Louis, Mo., as deliveries are accomplished at East St. Louis, Ill.; and if they continue to publish rates or a basis of rates to St. Louis they do so entirely at their own risk of overcharge.

Respectfully,

Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 759."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee in regard to the establishment of more liberal rates on potatoes, C. L., East St. Louis to eastern points; as follows: (5022)

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, April 12, 1905.
Please refer to file K-509.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your favor of the 5th inst., file 5022, relative to minimum carload weight on potatoes:

The proposition was submitted by Advice Letter No. K-

509 for views of Central Freight Association roads, but the negative vote thereon is so large that the application cannot be approved. There are emphatic objections from many sources, to apply anything less than the present Official Classification minimum weight on this business. Hence the proposition will be declined in the usual manner.

Yours very truly,

J. F. Tucker,
Chairman."

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, April, 13, 1905.

Subject: Disposition of applications for rates.
Advice Letter No. K 531.

To the General Freight Agents,

Gentlemen: Referring to the following Advice Letters:

No. K-416, dated March 2, 1905, proposed rate on rough elm plant, carloads, from Napoleon, Ohio, to Tiffin, Ohio.

No. K-504, dated April 6, 1905, proposed rate on glass sand carloads, Ottawa, Ill., to Pittsburg, Pa.

No. K-509, dated April 6, 1905, proposed rates and minimum carload weight on potatoes originating in the south, destined to C. F. A. points.

After further investigation, roads interested individually advise that it has been decided not to make effective the rates, etc. proposed in the Advice Letters above referred to.

Yours very truly,

J. F. Tucker,
Chairman."

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, April 6, 1905.

Subject: Proposed rates and minimum carload weight

on potatoes, C. L., originating in the south, via all gateways to points in Central Freight Association territory.

Advice letter No. K 509.

To the General Freight Agents.

Gentlemen: The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting on the 4th instant the subject of minimum carload weight on potatoes was brought up again by a committee from the Merchants Exchange appearing before this Committee and made their arguments for reduction in the carload minimum and action was taken by the committee as follows:

Whereas, It has been demonstrated to the St. Louis Eastbound Freight Committee that in excess of 24,000 lbs. of potatoes from the Southwest cannot safely be loaded into the equipment furnished for the transportation of same, because of the highly perishable character of the commodity, which requires special ventilation, these conditions being recognized by the Southwestern lines, in the establishment of a minimum weight thereon from 20,000 to 24,000 lbs., therefore be it

Recommended, To the Central Freight Association the establishment of a carload minimum of 24,000 lbs. to be effective from May 15th to July 15th, at a rate of 10% above 5th class, on potatoes originating in Arkansas, Texas, Oklahoma and Indian Territory and Louisiana, west of the Mississippi River, East St. Louis, Gale, Thebes and Cairo to Central Freight Association territory and western termini points, and that the lines leading from the Ohio River be authorized to establish the same minimum weight and rate on potatoes originating south of the Ohio and east of the Mississippi River during the same period to the same territory.

Please submit proposition to the members of the Central

Freight Association by Advice Letter, requesting prompt reply and advise result early as possible."

As per the Official Classification the present minimum carload weight is 30,000 lbs., and the rating applied is 5th class.

Please note on the enclosed blank your views on this proposition, and oblige, Yours very truly,

J. F. Tucker, Chairman."

"April 5, 1905.
5022.

Minimum Carload Weight on Potatoes.

Mr. J. F. Tucker,

Chairman, C. F. A., Chicago, Ill.

Dear Sir: At meeting 4th inst. the above subject was brought up again by a Committee from the Merchants' Exchange appearing before this Committee and made their arguments for reduction in the carload minimum and action was taken by the Committee as follows:

Whereas, It has been demonstrated to the St Louis Eastbound Freight Committee that in excess of 24 000 lbs. of potatoes from the Southwest cannot safely be loaded into the equipment furnished for the transportation of same, because of the highly perishable character of the commodity, which requires special ventilation, these conditions being recognized by the Southwestern Lines, in the establishment of a minimum weight thereon from 20,000 to 24,000 lbs., therefore be it,

Recommended, To the Central Freight Ass'n the establishment of a Carload Minimum of 24,000 lbs., to be effective from May 15th to July 15th, at a rate of 10% above the 5th class, on potatoes originating in Arkansas, Texas, Oklahoma and Indian Territory and Louisiana, west of the Mississippi River, East St. Louis, Gale, Thebes and Cairo to Central Freight Ass'n Territory and Western Termini Points and that the lines leading from the Ohio River be

authorized to establish the same minimum weight and rate on potatoes originating south of the Ohio and east of the Mississippi River during the same period to the same Territory.

Please submit proposition to the members of the Central Freight Ass'n by Advice Letter, requesting prompt reply and advise result early as possible.

Respectfully, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 760."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, showing effort to reduce rates from East St. Louis to Eastern Seaboard; as follows: (5030.)

"Feb. 9, 1905.

Mr. J. F. Tucker, 5030.

Chairman, C. F. A., Chicago, Ill.

Dear Sir: At a Special Meeting of the Committee to-day called to consider *Export Grain Traffic,* action was taken as follows:

Whereas, The development of Gulf Ports and facilities for handling Export Grain traffic thereat and the publication of low rates from St. Louis to New Orleans, etc., have changed the relative conditions at St. Louis, as well as at the Missouri River, and

Whereas, The present rate adjustment from E. St. Louis to Eastern Seaboard Ports, that is, on basis of 116% or rates established from Chicago, causes too great a difference in rates as between Atlantic and Gulf Ports, and

Whereas, The geographical location of St. Louis with reference to Chicago, i. e., the fact that St. Louis is nearer Gulf Ports than Chicago and Chicago is nearer Atlantic

Ports than St. Louis, which makes the relative rate adjustment on Export Traffic higher from Chicago to the Gulf than from St. Louis to the Gulf, although the rates from Chicago to Atlantic Ports are lower than from East St. Louis to Atlantic Ports,

Resolved, That we recommend to the Central Freight Association that lines leading eastwardly from East St. Louis be authorized to meet the conditions which exist at St. Louis and to make such proportional rates from East St. Louis as may be necessary to place Atlantic Seaboard Ports on a parity with Gulf Ports, it being considered that a differential of 3 cents per 100 lbs. from East St. Louis f. o. b. vessels Baltimore, in excess of the rate in effect from St. Louis to New Orleans, is a reasonable and proper adjustment.

The views of the individual roads being called for resulted, in the affirmative, 4—in the negative, 4. The proposition was declared Not Adopted, but action of the meeting was ordered transmitted to you for consideration and action of the Central Freight Ass'n Roads.

Please have the subject given early consideration, advising result. Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 11, 1905.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 9th, your File 5030, in relation to the export grain tariff:

It will be submitted, as you request, for consideration of the Central Freight Association roads.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, February 14, 1905

Subject: Proposed equalization of export grain rates from East St. Louis, Ill., via Atlantic seaboard ports versus Gulf Ports.

Advice Letter No. K-356.

To the General Freight Agents,

Gentlemen: This office is in receipt of the following from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At a special meeting of the committee to-day (Feb. 9th), called to consider *export grain traffic*, action was taken as follows:

Whereas, The development of Gulf Ports and facilities for handling export grain traffic thereat and the publication of low rates from St. Louis to New Orleans, etc., have changed the relative conditions at St. Louis, as well as at the Missouri River, and

Whereas, The present rate adjustment from East St. Louis to eastern seaboard ports, that is, on basis of 116 per cent of rates established from Chicago causes too great a difference in rates as between Atlantic and Gulf ports, and

Whereas, The geographical location of St. Louis with reference to Chicago, i. e., the fact that St. Louis is nearer Gulf ports than Chicago and Chicago is nearer Atlantic ports than St. Louis, which makes the relative rate adjustment on export traffic higher from Chicago to the Gulf than from St. Louis to the Gulf, although the rates from Chicago to Atlantic ports are lower than from East St. Louis to Atlantic ports,

Resolved, That we recommend to the Central Freight Association that lines leading eastwardly from St. Louis be authorized to meet the conditions which exist at St. Louis

and to make such proportional rates from East St. Louis as may be necessary to place Atlantic seaboard ports on a parity with Gulf ports, it being considered that a differential of 3 cents per 100 lbs. from East St. Louis f. o. b. vessels Baltimore, in excess of the rates in effect from St. Louis to New Orleans, is a reasonable and proper adjustment.

The views of the individual roads being called for, resulted, in the affirmative 4, in the negative 4.

The proposition was declared "Not Adopted," but action of the meeting was ordered transmitted to you for consideration and action of the Central Freight Association roads.

Please have the subject given early consideration advising result."

Please note on the enclosed blank your views on this proposition, and oblige,

Yours very truly,
J. F. Tucker,
Chairman."

"Central Freight Association.
Eighth Floor Monadnock Block."

Chicago, February 21, 1905.

Subject: Disposition of application for rates.

Advice Letter No. K 374

To the General Freight Agents,

Gentlemen: Referring to the following Advice Letters:

No. K-349, dated February 10, 1905, proposed reduction in the minimum carload weight of coffee in bulk.

No. K-352, dated February 10, 1905, proposed rate of 9 cents per 100 lbs. on kraut and pickles, carloads, from Creston, Ohio, to Allegheny, Pa.

No. K-356, dated February 14, 1905, proposed equalization of export grain rates from East St. Louis, Ill., via Atlantic seaboard ports versus Gulf ports.

After further investigation, roads interested individually

advise that it has been decided not to make effective the proposition referred to above.

Yours very truly,

J. F. Tucker,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 761."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, in reference to rate on wheat being raised from 11 to 11½ cents per 100 lbs., through agreement; as follows: (5046)

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Baltimore & Ohio Southwestern R. R.
Cleveland, Cincinnati, Chicago & St. Louis Ry.
Chicago & Eastern Illinois R. R. (Frisco System.)
Southern Railway. (St. Louis-Louisville Lines.)
Chicago & Alton Railway.
Illinois Central Railroad.
Terre Haute & Indianapolis R. R.
Chicago, Peoria & St. Louis Ry. of Illinois.
Louisville, Henderson & St. Louis Ry.
The Wabash Railroad.
Terminal R. R. Ass'n. of St. Louis.

Wainwright Building.
Rooms 314 & 315.

R. M. Fraser,
Chairman

St. Louis, Mo. 7-22-05.

Telephone Main 846.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: I attach copy of telegram about rate 11 cts. on

wheat but you do not name destination. Wire early in A. M. 24th and I will see about it.

R. M. Fraser,
Chairman."

"July 25, 1905.
5046

RATE ON MISSOURI RIVER WHEAT, EAST ST. LOUIS TO BUFFALO.

Mr. J. F. Tucker,
Chairman, C. F. Ass'n.,
Chicago, Ill.

Dear Sir: Referring to your telegram July 22nd, as follows:

"We understand that on Missouri River wheat lines east of East St. Louis charge eleven cents to Buffalo. This makes lower combination through East St. Louis than through Chicago. Suggest rate from East St. Louis be advanced to eleven and half cents, or rate from Chicago will have to be reduced."

Members of the Committee have been interviewed on the above subject and it is a fact that the roads interested in the traffic published 11 cents per 100 lbs., as proportional rate on Wheat, East St. Louis to Buffalo or other Western Termini points, when from Missouri River etc., in accordance with information which you will no doubt find on file No. 9466 viz: letters Nov. 4th, 14th, and 21st, 1904, and acknowledged by you in letter Nov. 22nd, file 9466.

Some of the members have expressed themselves as favorable to advancing the rate to 11½ cts., provided all lines concur and subject will be on docket for consideration at next meeting, 18th. If you see proper to write me naming the rate in effect on this traffic from Chicago and Upper Mississippi River gateways, showing that the rate of 11

cts. from East St. Louis is out of line, I will be pleased to submit same to the Committee by Circular Letter or at meeting, as circumstances warrant.

Awaiting your reply, I am,

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 25th, 1905.

Please refer to File 9466.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to my telegrams of the 22nd and 24th instants, regarding rates on wheat from the Missouri River to Buffalo:

Your lines will no doubt recognize the disadvantage at which Chicago eastbound roads are placed by having a lower rate through East St. Louis from the Missouri River to the Western Termini than current via Chicago.

The details are, that the rate on wheat, carloads, from the Missouri River is 9 cents to East St. Louis, plus rate of 11 cents to the western termini, making a through rate of 20 cents per 100 lbs. while the rate on wheat from the Missouri River to Chicago is 12 cents and from Chicago to the western termini 8½ cents, making a through rate of 20½ cents per 100 lbs. Of course Chicago routes cannot handle any business in competition with East St. Louis and for that reason they desire that the rate from East St. Louis be advanced ½ cent per 100 lbs. claiming that if it is not done the rate from Chicago will have to be reduced that amount.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 26, 1905.

Please refer to File 9466.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: With reference to your favor of the 25th inst., file 5046, regarding rate on Missouri River wheat from East St. Louis to Buffalo:

I presume you have, by this time, received my letter of yesterday, which gives more details in connection with this matter.

As you are aware, on wheat from the Missouri River to Trunk Lines western termini points, a specific proportional rate applies from Chicago, and this business is not now handled on Mississippi River basis.

If more facts are necessary, we will be glad to furnish them. Yours very truly,

J. F. Tucker, Chairman."

"Aug. 1, 1905.

5046.

Proportional Rate on Missouri River Wheat, East St. Louis to Buffalo and Other Western Termini Points.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to your telegrams July 22nd and 24th, and letters July 25th and 26th, file 9466, on above subject. The correspondence was read at meeting to-day and "roads represented individually announced their intention to make effective Aug. 21st, rates on Wheat to Western Termini Points 11½ cts. per 100 lbs. provided Upper Miss. River Crossing Roads will do likewise."

It was contended by some of the members that rates on a less combination than 20½ cts. are in effect through Louisiana, etc., and I was instructed to take the subject up with you with the view of your taking it up with Western Trunk Lines and have the proportional rates from Upper Mississippi River Crossings cancelled and have rates made on the Chicago and Peoria combinations.

Please therefore do what is necessary in the premises, advising result at earliest possible date in order that Tariffs may be amended in time to become effective Aug. 21st, if rate by all routes will be 20½ cents.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 2, 1905.

Please refer to File 9466.

Messrs. J. E. Gorman, F. T. M., A. T. & S. F. Ry., Chicago, Ill.; W. B. Hamblin, C. F. A., C. B. & Q. Ry., Chicago, Ill.; C. A. King, A. G. F. A., C. & A. Ry., Chicago, Ill.; E. D. Brigham, G. F. A., C. & N. W. Ry., Chicago, Ill.; C. E. Stohr, G. F. A., C. G. W. Ry., St. Paul, Minn.; E. S. Keeley, G. F. A., C. M. & St. P. Ry., Chicago, Ill.; P. J. Shubert, A. G. F. A., C. R. I. & P. Ry., Chicago, Ill.; W. E. Keepers, G. F. A., Ill. Central, Chicago, Ill.; S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.; J. N. Tittemore, F. T. M., Iowa Central, Minneapolis, Minn.

Gentlemen: At the present time there is a proportional rate of 11 cents per hundred pounds, from East St. Louis to the Trunk Lines western termini, on wheat, carloads, from the Missouri River. It is thought said rate is also published proportionally from certain east bank Mississippi River points north of East St. Louis, to East Dubuque, inclusive.

In connection therewith would advise that we are informed the rate from East St. Louis, on this traffic, will be advanced, effective August 21st, to 11½ cents per hundred pounds, and, in case any of your tariffs inadvertently provide for rate of 11 cents, from East Bank Mississippi River points, will you kindly arrange to cancel it, effective on the date mentioned?

As you are aware, on the traffic referred to, the lines east of Chicago, Peoria, etc., charge specific rates from those gateways, and do not accept a pro rate of a Mississippi River proportional rate.

Yours very truly,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, August 2, 1905.

Please refer to File 9466.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: With reference to your favor of the 1st inst., file 5046, herewith, please find copy of letter we have addressed to the representatives of western roads (including the general freight agent of the Wabash Railroad.)

It seems to me this should accomplish the end sought, and we therefore trust that the lines members of your committee will, without fail, establish the 11½ cent rate, effective the 21st inst.

Yours very truly,

Enclosure.

J. F. Tucker, Chairman."

"Aug 3, 1905.

Mr. J. F. Tucker, 5046.

Chairman, C. F. A., Chicago, Ill.

Dear Sir: I have yours 2nd, file 9466, inclosing copy of joint letter 2nd, file 9466, addressed to Messrs. J. E. Gor-

man, F. T. M., and nine others, regarding rate on Wheat, Missouri River to the Trunk Line Western Termini and have transmitted same by Circular Letter No. 315, to members of this Committee, trusting they will accept your letter to Western roads, as warranting them in amending their tariffs establishing rate 11½ cts. effective Aug. 21st from East St. Louis.

I desire, however, to call your attention to my letter 1st in which is stated to the effect that rate will be advanced 21st, provided Upper Miss. River Crossings Roads will do likewise and you will see by proceedings No. 131 that I am to advise members *result* by Circular Letter.

It is my understanding that the members *will expect positive information from you* that Tariffs and rates via all Upper Crossings and lines will be effective Aug. 21st, on relative basis as rate, 11½c from East St. Louis. I therefore suggest that you advise me at earliest possible date, as to what the actual status of affairs will be Aug. 21st, in line with action as per my letter 1st and proceedings 131.

Respectfully, Chairman."

N. B.—Copy of Circular Letter 315 attached.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 4, 1905.
Please refer to File 9466.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 3rd inst., file 5046, regarding adoption of rate of 11½ cents per hundred pounds on wheat, ex Missouri River, from the Mississippi River east bank points to Trunk Line western termini points.

"According to our information, there are no proportional

rates on wheat from any Mississippi River points, north of East St. Louis to East Dubuque, inclusive, to Trunk Line western termini points, unless via the Wabash or Chicago & Alton railroads and we understand that simultaneously with the advance from East St. Louis, those companies will adopt the 11½ cent rate.

As stated in the concluding paragraph of my letter of the 2nd inst., to the western roads, on wheat from the Missouri River to the western termini of the Trunk Lines the lines east of Chicago, Peoria, etc., charge specific rates, from those gateways, and do not accept a pro-rate of the Mississippi River proportional rate. This is in accordance with Joint Rate Committee Circular No. 129."

Consequently I do not see that the East St. Louis roads can have any grounds for declining to adopt the rate of 11½ cents, effective the 21st inst.

Yours very truly,
J. F. Tucker, Chairman."

(Regular printed blank Western Union Telegraph Co.)
Received at 412 & 414 Pine Street, St. Louis, Mo.
Telephones: Main 246; Kinloch, B 520.

4010 CH. MJ. SL. 37:DH.
Chicago, Aug. 7, 1905.
Mr. R. M. Fraser, St. Louis, Mo.

"General Freight Agent Knight Wabash railroad advises will advance proportional rate East Bank Mississippi River to trunk lines western termini to eleven and half cents effective twenty-first instant Alton advises does not publish eleven cent rate." J. F. Tucker.
12:30 PM"

Above exhibit is marked "Complainant's Exhibit Fraser No. 762."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning inquiry about rates; as follows: (5057.)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 8, 1905.

Please refer to file 11599-B.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: As you are aware, the rates on export provisions have been restored, effective Monday, August 7th, to the 30c basis Chicago to New York. It has been stated by all interested that there are no contracts at variance with these rates, and nothing to prevent their being absolutely maintained.

I wish you would keep as close watch of this matter as possible, and call my attention to anything that looks like a variation from these rates.

The Southern Railway have named a rate to Norfolk and Pinners Point 2 cents less than to Baltimore. Very earnest endeavors are being made to have the rate restored to the Baltimore rate, and I trust the efforts will be successful.

Yours very truly,

J. F. Tucker, Chairman."

(Regular printed blank Western Union Telegraph Company.)

Send the following message subject to the terms on back hereof, which are hereby agreed to.

St. Louis, Mo., 6/26, 05.

J. F. Tucker,

Monadnock Block, Chicago, Ill.

Your wire date—A. G. F. A. Campbell advises on receipt

of notice that B. & O. withdrew rate 18 cts. to Baltimore, Southern withdrew 16 cts. to Norfolk before any contracts made.

R. M. Fraser."

(Regular printed blank Western Union Telegraph Company.)

Received at St. Louis, Mo. 1532 Ch. Vg. G. 1105A.
Telephones: Main 246; Kinloch, B 520. 32DH.
Chicago, Ill., 6/26/05.

R. M. Fraser,
St. Louis, Mo.

Rumor says the Southern has made a sixteen cent rate on export provisions East St. Louis to Norfolk, please ascertain and advise me the exact situation as to these export provision rates from East St. Louis.

J. F. Tucker."

Above exhibit is marked "Complainant's Exhibit Fraser No. 763."

Complainant offers in evidence correspondence between the official of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning rate on burlap and gunny bags, East St. Louis to C. F. A. points, vs. rates from New Orleans to same points; as follows: (5059)

"May 3, 1905.
5059

Rates on Burlap and Gunny Bags, C. L., and Less, East St. Louis vs. New Orleans, etc. to C. F. A. points.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: The above subject was submitted to the Com-

mittee by letter April 25th, and table of rates from the St. Louis Traffic Bureau (copy attached) and after due consideration, it was:

Moved, That the subject be referred to Chairman C. F. A. with the request that he take it up with Southeastern Mississippi Valley Ass'n. calling their attention to the fact that lower rates, actual and relative are in effect from New Orleans to various C. F. A. points than are in effect from East St. Louis; that rates from New Orleans seem to us unnecessarily low and that as there are two very large manufacturers of this kind of material in St. Louis, a reduction in rates from East St. Louis to C. F. A. will have to be made to enable them to compete for a share of the business, unless a considerable advance is made in rates from New Orleans and other Mississippi Valley Points, which also carry rates on about the same basis as are in effect from New Orleans.

Please give this your attention advising result.

Respectfully,
Chairman.

P. S.: The subject of rates to Louisville, Cincinnati and other St. Louis-Cincinnati-Louisville Freight Committee Points will be submitted to that Committee at their next meeting."

"June 9, 1905.
5059.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to my letter May 3rd, regarding rates on burlap and gunny bags, from East St. Louis vs. New Orleans. Will you please advise present status and if necessary urge prompt action and reply from Southeastern Miss. Valley Ass'n.

Respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, June 10, 1905.
Please refer to file 12547.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 9th inst., file 5059, regarding the matter of rates on burlap and gunny bags, from East St. Louis, versus New Orleans, would state that since receipt of your letter we have been incessantly in correspondence with the southern roads, with a view to having the rates from New Orleans advanced, but so far we have accomplished nothing, except that we have received advices from the initial lines that they are investigating the subject and will let us know the result as promptly as practicable.

It is only this week that we addressed a communication to the southern roads concerned, asking for final advices on the subject, and urging immediate disposition thereof.

Yours very truly,
J. F. Tucker,
Chairman."

"July 11, 1905.

Burlap and Gunny Bags.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours June 10th, file 12547. I am in receipt of another letter from the St. Louis Traffic Bureau asking information on subject of my letter May 3rd, regarding adjustment of rates on bags, New Orleans vs. East St. Louis.

Is it not possible for you to have action taken that will relieve the situation.

Respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 13, 1905.
Please refer to file 12547.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 11th instant, your file 5059, regarding rate adjustment on bags from New Orleans versus East St. Louis, would state we are constantly in communication with interested southern roads for the purpose of ascertaining what action they have taken towards revising rates from New Orleans on this traffic, but so far no change seems to have been made.

At the same time, under date of July 10th, General Freight Agent Goodwyn states he is now investigating the matter and expects to be able to advise us definitely within the course of the next few days. It seems very difficult to have the southern roads from New Orleans get together and take any action, not only on this but on any other subject, so I am not surprised they are slow in reaching a decision on the matter you present. Yours very truly,
J. F. Tucker, Chairman."

"Aug. 28, 1905.

Mr. J. F. Tucker, 5059.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Referring to yours July 13th, file 12,547. The Sec'y, St. Louis Traffic Bureau, also members of this Com-

mittee, are desirous of information regarding adjustment of rates on Burlap and Gunny Bags, New Orleans vs. East St. Louis.

This subject referred to you May 3rd and immediate action is urgently requested.

Awaiting your reply, I am, Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 29, 1905.

Please refer to File 12,547.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: In reply to your favor of the 28th inst., file 5059, would state that we have not yet been able to learn definitely from the southern lines just what adjustment they are prepared to make in rates on burlap and gunny bags from New Orleans, to render unnecessary reductions from East St. Louis.

We are following the matter up with them as closely as possible, and have hopes that they will very soon announce decision reached. Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 764."

Complainant offers in evidence correspondence between the official of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning Government freight and rate thereon, as follows: (4290.)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 18, 1904.

Please refer to File 11,702.

Messrs. R. M. Fraser, Chairman, St. L. E. B. Frt. Com., St. Louis, Mo.; Jno. McCann, Secretary, Peoria Freight Com., Peoria, Ill.

Gentlemen: At meeting of the Chicago Freight Committee held on the 11th inst., a communication was presented from Mr. W. J. Healy, Freight Auditor, A. T. & S. F. Ry., addressed to the auditor of traffic of one of the Chicago eastbound railroads, advising that instructions will be given junction agents to make no advances after April 30, 1904, to connecting lines on shipments of Government freight, whether consigned to the War or Quartermaster's department, Indian or other department of the Government service; that this action is necessary on account of the large amount of advanced charges outstanding which they are unable to collect from the Government, owing to the equalization and other plans under which it is working, and the difficulty and delay encountered in their efforts to convince the connecting lines they have overcharged the shipments.

In view of the foregoing advices from the Santa Fe the Chicago Committee adopted the following:

Resolved, That it is the sense of this Committee Chicago eastbound roads issue a circular to their agents and connections that prepayment will be required until further notice on Government freight routed in connection with the A. T. & S. F. Ry.

The foregoing is for the information and guidance of your members.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 765."

Complainant offers in evidence correspondence between the official of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning printed and bound Proceedings of Committees, as follows: (4298.)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 6, 1904.
Please refer to File 6200.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Kindly advise me if you issue in yearly bound volume form the St. Louis Eastbound Freight Committee proceedings?

On account of the important position which the St. Louis Committee occupies, would it not be well to issue in yearly bound volume form such proceedings? The Chicago Freight Committee and many other local committees in Central Freight Association territory issue their proceedings in bound volume form and it seems to me it would be of advantage to many if the St. Louis Eastbound Freight Committee did likewise. Yours very truly,

J. F. Tucker, Chairman."

"July 20, 1904.

Mr. M. S. Connelly, Sec'y Louisville Freight Committee, Louisville, Ky.; Mr. O. G. Fetter, Chairman, Cincinnati Frt. Committee, Cincinnati, Ohio; Mr. J. F. Tucker, Actg. Chairman Chicago Frt. Committee, Chicago, Ill.; Mr. C. E. Fulton, Sec'y C. & O. R. Committee, Chicago, Ill.

Dear Sir: At meeting 19th there was considered the subject of having the proceedings of meetings of this Committee printed in pamphlet form and bound at end of year.

Members of the Committee stated that your proceedings were printed and later bound and I was instructed to request you to send me for information by the Committee, a copy of your Committee proceedings for say, the last three meetings, also a copy of your bound volume (which I will return if desired), along with a letter informing me the terms of your contract or arrangement with the printer, naming the number of copies printed of each meeting and the number of volumes bound with the cost for same.

Will you also inform me how soon after the copy is furnished to the printer he furnishes you with pamphlets ready for distribution and any additional information on the subject that you think will be of interest.

Thanking you in advance and awaiting your reply, I am,

Yours respectfully, Chairman."

CENTRAL FREIGHT ASSOCIATION.

Chicago & Ohio River Committee.

B. & O. S. W. Ry., Chicago & Alton Ry., C. & E. I. R. R., Chic. & Erie R. R., C. I. & L. Ry., C. H. & D. Ry., C. C. C. & St. L., E. & T. H. R. R., Ill. Cent. R. R., P. C. C. & St. L. Ry., Southern Ry., Vandalia Line, The Wabash R. R.

Secretary's Office.
836 Monadnock Block.

J. F. Tucker, Chairman.
C. E. Fulton, Secretary.

Chicago, July 21, 1904.

Cost of Proceedings and Bound Volumes.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Answering yours of the 20th, file 4298 as to cost of C. & O. R. Committee printed proceedings and bound volumes, will say that we have printed at the time of

each meeting some 200 copies, for which we pay $1.60 per page. Out of these is left about 75 or 80 copies, which at the end of the year we have indexed and bound, which cost as follows:

Indexes $20.00, binding $10.00, total $30.00 for between 75 and 80 bound volumes.

If our proof is sent over to printers say for instance today (Thursday) and there being anywhere from one to four pages, we send out the printed proceedings on Saturday or not later than Monday.

The price of $1.60 per page is some 40 cents per page less than paid by the Chicago Committee or the Central Freight Association, it being an old contract or bid of several years standing.

You are furnished promptly with our printed proceedings and at end of the year with bound volume and I believe have what you desire on file in your office. If not will gladly supply your wants as per letter of the 20th.

Yours truly,

C. E. Fulton, Secretary."

Above exhibit is marked "Complainant's Exhibit Fraser No. 766."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning effort to restore rates on wheat, East St. Louis and other Mississippi River crossings to C. F. A. points; also proceedings of conference meeting held at Chicago, August 30th and 31st, 1904, and proceedings of meeting to check rates on grain, held November 22nd, 1904, as follows: (4301.)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 23, 1904.
Please refer to File 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Advices from Washington state that the Big Four has issued tariffs, effective July 25th, on wheat originating at Missouri River points, from East St. Louis and Alton

To Cleveland .....7½ cts.
To Springfield, Osborne, Dayton, Bellefontaine and Elkhart .....6 cts.
To Indianapolis .....5 cts.

Also, that the Vandalia Line has issued proportional tariff on wheat from East St. Louis

To Cleveland .....7 cts.
To Dayton, Piqua, Toledo, Detroit and Grand Rapids .....6 cts.

The rate published by the Vandalia to Cleveland should be 7½ cents. Please get them to change it.

This for your information.

Yours very truly,
J. F. Tucker,
Chairman."

(Regular printed blank Western Union Telegraph Co.)

"12 C DW 620A

Received at St. Louis, Mo. M. Standard Time. 37 DH.
Telephones: Main 246; Kinloch B 520.

Chicago, Ill., 8-8 August 8, 04.

R. M. Fraser,
St. Louis.

We note that several members of your Committee have

issued tariff to Cleveland naming proportional rate seven cents on wheat from Missouri River. Can you not convene members and have seven and half cent rate substituted therefore.

J. F. Tucker."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, August 12, 1904.
Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Will you please ascertain to-morrow and telegraph me if any road from East St. Louis has put in rates on wheat to Youngstown, Ashtabula, Painesville and Conneaut, and if so, what the necessity was for extending these rates to the points named.

Yours very truly,
J. F. Tucker,
Chairman.

P. S.: Could you not let someone get copies of all the latest tariffs on wheat and other grain to C. F. A. points from East St. Louis and send me under personal cover.

J. F. T."

(Regular printed blank Western Union Telegraph Company.)

"Send the following message subject to the terms on back hereof, which are hereby agreed to D. H. Frank, 1264.

St. Louis, Mo. Aug. 17th.

J. F. Tucker,
Chairman C. F. A., Monadnock Block,
Chicago, Ill.

Your letter 12th, file ninety four sixty six. See Clover Leaf Supplement two effective 20th, to tariff three sixty two naming rate Ashtabula and Painesville eight one half Cleveland seven etc., issued from Toledo fifteenth, St. Louis office unable to explain cause for reduction.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman.
8th Floor Monadnock Block.

Chicago, August 19, 1904.
Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your letters of the 15th and 17th, your file 4301, enclosing tariffs naming wheat rates from East St. Louis to Central Freight Association points: I have condensed them and find these discrepancies:

The Clover Leaf should advance their rate to Canton, Cleveland, Mansfield, Millersburg, Mt. Vernon and Orrville to 7½ cents instead of 7, and the Wabash should advance their rate one-half cent to Cleveland; otherwise, by the tariffs you send me, the East St. Louis lines are on a parity. This one-half cent is considerable net now-a-days, and therefore my earnestness in regard to it.

Yours very truly,
J. F Tucker,
Chairman."

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

"Aug. 20, 1904.
4301.

Dear Sir: Yours 19th, file 9466. If as you say the Clover Leaf should advance their rate on wheat to points named it will, in my opinion, have to be arranged by you with T. M. Ross, the tariff having been issued from General Freight Office, Toledo without request from St. Louis office.

By reference to my telegram 17th, in reply to your letter 12th, file 9466, you will see that I stated the "St. Louis office unable to explain cause for reduction." I have conferred with their office *to-day* and they report having no information as to reason for their General Freight Office putting rates (As per Supplement 2) in effect and therefore have no suggestion to make. You say Wabash should advance their rate ½ cent to Cleveland. The Wabash Tariff, No. 33835, I. C. C. 1393, effective Aug. 7th, 1904, *on file in this office* names rates to Cleveland 7½ cts. A copy of tariff with that number is mentioned in my letter 17th and copy sent you. If it does *not read* 7½ cts. to Cleveland I would like to have it returned to me by first mail.

It is possible that every other road has or will follow the Clover Leaf.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 22, 1904.
Please refer to File 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 20th, your File 4301:

It seems to me it would be wise for you to convene your Committee and endeavor to have them conform to the 7½c rate East St. Louis to Cleveland on wheat, and wheat only. Kindly advise if you will do this. The roads from the upper Mississippi River crossings follow East St. Louis; therefore, if I can get East St. Louis straight it seems it will accomplish the desired result.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 24, 1904.

4301.

Wheat to C. F. A. Points.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 22nd, file 9466. As suggested the meeting convened at this office to-day and after due consideration of the above subject following action was taken:

Moved, That Chairman, C. F. A., be answered that the St. Louis Eastbound Lines, if advised in time to take legal action, on Sept. 12th will make the rate on Grain from East St. Louis to Cleveland 7½ cts. per 100 lbs., subject to joint advice from Chairman J. F. Tucker and Chairman, J. V. Mahoney, that that will be the minimum rate from Upper Mississippi River Crossings to Cleveland.

The 7½ cents to be the minimum earnings to be protected on traffic from Trans-Mississippi River Territory.

If Sept. 12th is found to be too early the St. Louis Lines will take concurrent action upon the earliest subsequent date that may be jointly announced by Chairman Tucker and Chairman Mahoney.

Respectfully,

Chairman."

Proceedings of a Conference Meeting Held at Chicago, August 30th and 31st, 1904.

Representing Lake Lines:

J. C. Evans, A. M. Milliard, representing Anchor Line; C. H. Harkins, representing B. & O. Lake Lines; W. N. Babcock, representing Lackawanna Trans. Co.; A. W. Colton, representing Lake Erie Trans. Co.; S. A. Story, representing L. S. & L. V. Route; J. S. Wood, representing Lehigh Valley Tran. Co.; J. J. Young, representing Rutland Trans. Co.; T. T. Morford, representing Union Steamboat Co.; E. T. Douglas, representing Western Transit Co.; C. C. McCain, Commissioner, Associated Lake Lines.

Representing Central Freight Association Roads:

W. H. Bennett, representing Ann Arbor R. R.; C. S. Wight, L. R. Brockenbrough, C. H. Harkins, representing B. & O. R. R.; Archibald Fries, representing B. & O. S. W. R. R.; C. H. Ingalls, C. J. Brister, representing C. C. C. & St. L. Ry.; C. H. Rockwell, representing C. I. & L. Ry.; S. J. Cooke, representing C. & E. I. R. R.; A. H. McLeod, by J. S. Lazarus, representing C. H. & D. Ry.; J. S. Lazarus, representing C. I. & W. Ry.; S. P. Shane, C. L. Thomas, representing Erie R. R. Co.; E. C. Leavenworth, representing G. R. & I. Ry.; C. A. Hayes, representing G. T. Ry. System; W. E. Keepers, J. R. Peachy, representing Ill. Cent. Ry.; G. J. Grammer, J. L. Clark, representing L. S. & M. S. Ry.; S. B. Sweet, representing L. E. & W. R. R.; W. C. Rowley, representing Mich. Cent. R. R.; Jas. Webster, representing N. Y. C. & St. L. R. R.; B. E. Morgan, D. T. McCabe, W. Borner, M. S. Connelly, representing Penna. Lines; S. O. Brooks, C. C. Berry, representing Pere Marquette R. R.; R. A. Campbell, representing Southern Ry.; D. Mowat, representing T. P. & W. Ry.; G. H. Ross, by J. F. Tucker, representing T. St. L. & W. R. R.; W. Hodgdon, representing Vandalia Line.

Also present:

Messrs. H. J. Crahan, L. L. Hyde, P. P. Rainer, C. E. Fulton.

Rates on Grain and Grain Products to be made Effective on and after October 1st, 1904.

It was decided best to postpone consideration of this subject for a special conference meeting that should be convened Wednesday, September 14th, at 11:30 a. m.

Rates on Corn, Oats, Rye and Barley from Minneapolis-Minnesota Transfer and Originating Points in Minnesota, North and South Dakota.

Messrs. Marcy and Patton representing the Transportation Committee of the Chicago Board of Trade stated their views as to the conditions that surrounded this traffic and after a lengthy discussion and consideration of the subject, the following was unanimously individually adopted by the roads interested:

First: That we, for the railroads we represent, individually announce that we hereby cancel the request made July 13, 1904, to the Western Trunk Line Committee roads and any prior or subsequent Association or individual request, action or concurrence, that rates be named from St. Paul, Minneapolis, Minnesota Transfer, Stillwater, Duluth, Minn., and Superior, Wis., on corn and oats or other grains, via the Niagara Frontier or other Western Termini points to points east of the western termini of the Trunk Lines, on basis of 20½ cents per 100 lbs., St. Paul, Minneapolis, etc., to New York City; that such rate on corn and oats only shall be strictly confined to the route of the Grand Trunk Railway System east of Chicago or Milwaukee, and only via their main line via Montreal, and no transit or other stop-off privileges to apply, and only to the specific New England points named in Soo Line tariff; and it is further individually stated for the railroads we represent,

that we will give specific detailed individual information to all western roads, and all others interested that we will not be a party to or participate in such rates on any of this traffic not actually in our possession and on our tracks on or before midnight of September 11th next.

Second: That the foregoing applies to traffic via Chicago, Peoria, west bank Lake Michigan ports, Mackinaw, Manistique or any other junction with eastern or western roads via which through rates are published from Minneapolis, etc., to eastern cities.

All eastern roads interested have signed and mailed individual and joint notice to the interested western and northwestern railroads, as provided above.

It was individually decided by all interested that until midnight of September 11th, 1904, the following rates will be protected by eastern roads on basis of agreed divisions:

Proportional All-Rail Rates in Cents Per 100 Pounds From—

St. Paul, Minneapolis, Minnesota Transfer, Stillwater, Duluth, Minn., Superior, Washburn and Ashland, Wis.

(On shipments of corn and oats, in bulk, C. L., originating at points west of the Mississippi River.)

Albany, N. Y.	20	Philadelphia, Pa.	18½
Baltimore, Md.	17½	Pittsburg, Pa.	17
Boston, Mass.	22½	Rochester, N. Y.	17
Buffalo, N. Y.	17	Syracuse, N. Y.	18
New York, N. Y. ...	20½	Utica, N. Y.	19

(Rates named above apply only on direct shipments from points of origin to eastern destinations to which rates are named. Stopping or milling in transit will not be allowed.)

The foregoing rates will only be participated in by eastern roads when the shipments forwarded thereunder pass through St. Paul, Minneapolis, Minnesota Transfer, Still-

water and Duluth, Minn., Superior, Washburn and Ashland, Wis.

Whereas, The Grand Trunk Railway System consents to restrict the proportional rate on corn and oats, carloads, from St. Paul, Minneapolis, Minnesota Transfer, Stillwater, Duluth, Minn., and Superior, Washburn and Ashland, Wis., to New England or Canadian points to which the original tariff of the Soo Line applied, or to which that company is now willing to apply it, it is therefore

Resolved, That the Chairman communicate with Freight Traffic Manager Martin of the Soo Line for the purpose of obtaining an exact description of the territory to which he will establish said proportional rates and arrange to have the tariff via the Grand Trunk Ry. System through Chicago or Milwaukee publish the same rate to corresponding destinations only, it being the opinion of your committee that said rate should only be published to points north of Boston & Albany R. R., Albany to Boston, exception to points on the Central Vermont Ry. south of the Boston & Albany R. R.

The following was also unanimously adopted:

That Western Roads be invited to meet us at the earliest possible time to consider,

First: The immediate suspension of Joint Rate Committee Agreement so far as grain and grain products are concerned.

Second: In lieu thereof to agree upon arbitrary proportional rates from Chicago and other gateways to apply on grain and grain products originating in the Northwest or Trans-Mississippi River territory, with the expectation that Western roads in connection therewith will fix their rates from originating points of shipment to the several gateways on a basis that will approximately, if not actually, equalize the combinations of rates via Chicago, Minneapolis, Peoria and East St. Louis.

This matter was referred to the following Committee to represent the Central Freight Association roads at meeting to be arranged with the Chief Traffic Officials of Western and Northwestern roads:

Messrs. G. J. Grammer, G. H. Ingalls, C. A. Hayes, D. T. McCabe, D. Mowat, A. Patriarche, S. P. Shane.

Proportional Rate on Export Flour From East St. Louis to Baltimore, Newport News and Norfolk.

After discussion of the subject the following was individually adopted:

The individual interested roads announce that there are no lake and rail routes operating from East St. Louis to Baltimore, Newport News or Norfolk, and that the unauthorized proportional rate of 12½ cents on export flour in effect from East St. Louis to Baltimore, Newport News and Norfolk will not be protected all-rail via routes other than direct lines from East St. Louis to Baltimore, Newport News and Norfolk, via: Vandalia, B. & O. S. W., Southern, Big Four, L. & N., and Clover Leaf."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 5, 1904.
Please refer to File 6499.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: The Inspection Bureau reports that the St. Louis eastbound roads are handling wheat out of East St. Louis elevators and charging thereon the proportional rates which we understand are only to apply on shipments originating beyond, and consigned through from points of origin to destination east of the Indiana-Illinois State line,

without stoppage in transit at St. Louis or other intermediate points, particularly such stoppage as is necessitated by placing the grain in elevators, etc.

As we view it, the matter is one that should be taken up with the St. Louis Eastbound Freight Committee to dispose of. In connection therewith, permit me to state that the proportions which the eastbound roads from Peoria and Chicago charge on shipments of wheat originating at the Missouri River are not applied on shipments out of the elevators at Peoria or Chicago, and such proportional rates are confined to shipments that are forwarded through, and I see no reason why a corresponding rule should not be observed on shipments via East St. Louis.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 5, 1904.
Please refer to File 9466.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I feel that in view of the fact that wheat has gone up 20 to 30 cents a bushel within the last sixty days, these wheat rates from East St. Louis and the upper Mississippi River crossings to East Dubuque inclusive, should be straightened out, and as the matter started at East St. Louis, think it should start from there for a settlement of the question.

Could not the East St. Louis roads individually announce that taking effect September 19th or 26th, the rates on wheat from East St. Louis to all points in Central Freight

Association territory shall be restored to the authorized rates? My understanding is that this can be accomplished if earnest efforts are made to do so.

Will you not please convene your Committee and see if this step cannot be taken, with the understanding, of course, that the rates from the upper Mississippi River crossings to East Dubuque shall be advanced to the authorized basis on the same date. Something should be done in this matter for it seems to be drifting.

Yours very truly,

J. F. Tucker, Chairman."

"Sept. 9, 1904.

4301.

Mr. J. F. Tucker,

Chairman, C. F. A.,

Chicago, Ill.

Dear Sir: Yours Sept. 5th, file 9466 was considered at Special Meeting of the Committee to-day and the view was held that the situation, towards securing an advance in grain rates, hinges on the restoration of the authorized basis from East St. Louis to Detroit and Toledo and as the lines interested in the direct handling of grain from East St. Louis to Detroit and Toledo are not prepared to announce willingness to advance to authorized basis, the opinion is that uniform action in the direction of securing an advance cannot be accomplished at the present moment.

The further view was expressed that this grain rate situation has reached the stage where an advance to authorized basis will of necessity have to receive attention of Chief Traffic Officials before the desired end can be attained.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, September 12, 1904.

Please refer to File 9466.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 9th, your File 4301:

What was the reason stated why the rates on wheat and grain could not be advanced from East St. Louis on some future effective date? If it is a matter, as you say, that should receive the attention of the chief freight traffic officials, why not have your office bring it to the attention of such officials through their representatives on the St. Louis Eastbound Freight Committee? Prices of grain have advanced, the cost of operation of railroads certainly is not being reduced, and it seems to me a very opportune time to begin to get in line on these rates.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, September 12, 1904.

Please refer to File 9466.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: The unauthorized rates on *wheat* from east bank Mississippi River points north of East St. Louis to East Dubuque inclusive were fixed by the rates named from East St. Louis, and were originally intended, as I understand it, to apply from East St. Louis only on wheat from

the Missouri River and beyond. Your letter states *grain*—are there any unauthorized rates on grain except *wheat* from East St. Louis to Central Freight Association territory?

As written you several days ago, I think there should be a meeting called of the St. Louis Eastbound Freight Committee, on a request from me if you think proper, and the rates on *wheat* (and if there are unauthorized rates in any other grain include them also) restored on a given date to the authorized basis, with the understanding that on that same date the rates will be restored from the upper Mississippi River crossings.

I cannot understand how the *St. Louis eastbound lines* feel authorized to name these rates from the St. Louis elevators *without any action by the Central Freight Association.* This individual action does not tend towards either uniformity or maintenance of revenue. Please let me hear from you about this.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, September 20, 1904.

Please refer to File 9466.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 19th inst., file 4301, would advise that we have asked the western roads to maintain rate of 7½ cents per hundred pounds on wheat from east bank Mississippi River crossings to Cleveland. We will expedite conclusion upon this subject as much as possible.

Yours very truly,
J. F. Tucker, Chairman."

"Oct. 3, 1904.
4301.

Mr. J. F. Tucker,
Chairman C. F. A.,
Chicago, Ill.

Dear Sir: Your letter Sept. 11th and two letters 12th, file 9466 were read at meeting Sept. 30th and it was:

Moved, That Chairman, C. F. A. be advised that it is the sense of this Committee now, that it is futile to call a meeting of the Chief Freight Traffic Officials of the St. Louis Lines until the attitude of the lines from East St. Louis to Toledo and Detroit, which have been carrying the 6 cent rate, is determined, because if the 6 cent rate to those points cannot be cancelled, rates to Cleveland and other C. F. A. points cannot be advanced.

In regard to the 7cent rate now in effect to Cleveland the East St. Louis Lines are willing to establish rate of 7½ cts. on a date to be fixed concurrently with lines operating through Upper Mississippi River crossings and Chairman, Central Freight Ass'n is again requested to confer with Chairman Mahoney in order to fix on a date, etc., as per action of this Committee on Aug. 24th.

Respectfully,
Chairman."

(Regular printed bank Western Union Telegraph Co.)

4558 CH. Tm 36D. H. 128 P. M.

Send the following message subject to the terms on back hereof, which are herby agreed to.

Chicago, 10/8.

R. M. Fraser,
St. Louis.

Your letter third, file forty three naught one. The lines from Upper Crossings are arranging to establish seven half cents rate on wheat carloads to Cleveland, etc., effective

seventeenth and St. Louis Committee should take similar action.

J. F. Tucker."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October, 10, 1904.

Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your letter of the 3rd inst., file 4301:

"Please arrange to have your lines establish 7½ cents on Missouri River wheat from East St. Louis to Cleveland and intermediate points on as early a date as they can make it effective, and kindly advise this office what that date will be.

We find that the lines from the upper crossings *have made it effective on various dates,* it seemingly being impossible to have them agree upon a uniform date. If your lines will name a date we will see that no tariff from the upper crossings publishes a lower figure on and after that time."

Yours very truly,
J. F. Tucker,
Chairman."

"Oct. 12, 1904.
4301.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Your letter 10th, file 9466 aand telegram 11th duly received and transmitted to resident members by Circular Letter No. 256 and 257 (copies attached) and delivered the 11th and 12th A. M. Special Messenger.

Not having received answers from all parties at this hour, 5:00 P. M., I am unable to give you a satisfactory reply and I doubt if there can be anything definite ascertained prior to meeting 14th. For your information I quote reply from one road with the view of having you give me by *early mail* to-morrow, (13th) more "specific information than contained in your letter and telegram" so that I may, if possible, have the subject acted upon at meeting 14th, A. M.

'We are agreeable to advancing this rate to 7½ cents per cwt. but we do not care to make the advance unless it is thoroughly demonstrated that *all* the lines from East St. Louis and through the Upper Crossings intend doing so, and believe that we should have more specific information than is contained in Chairman Tucker's letter of Oct. 10th and telegram of Oct. 11th, repeated in your Circulars, however, we will make our advance effective the 24th inst., provided you give us positive assurance by 3 P. M. to-day that all lines will do likewise.'

As it would be necessary to mail tariffs to the I. C. C. Washington, D. C., to-day for an advance to become effective 24th, it is useless to consider the change for that date.

Awaiting your reply, with additional information asked for above, I am.

Yours respectfully,
Chairman."

(Regular printed blank Western Union Telegraph Co.)
1087 CH M5 6 41 BL 114 P. M.

Received at 412 and 414 Pine Street, St. Louis, Mo.
Telephone: Main, 246; Kinloch B 520.

Oct. 14, 1904.

Dated, Chicago 10/14.

To R. M. Fraser,
St. Louis, Mo.

Your letter twelfth, file forty three naught one I fear if

St. Louis lines will not take prompt action establishing seven and a half cent rate to Cleveland lines from upper crossings may be prompted to restore seven cent rate. Answer.

J. F. Tucker."

(Regular printed blank Western Union Telegraph Co.)
2083 CH UQ CP 30 DH Pass.

Received at 412 and 414 Pine Street St. Louis Mo.

Telephones: Main, 246; Kinloch, B 520.

Dated Chicago, Ill., Oct. 15th, '04.

To R. M. Fraser,

St. Louis, Mo.

Your message date assures your lines that roads from upper Mississippi River Crossings will establish rate seven half cents on wheat to Akron Cleveland, etc. effective November first at least.

J. F. Tucker,
1253 P. M."

Nov. 21, 1904.
4301.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to correspondence regarding rates on Wheat from Mo. River, your file 9466. In accordance with Circular Letter No. 268, Nov. 19th, meeting was held to-day and action taken as follows:

"In view of the advance in rates on Grain to Seaboard Territory and Western Termini points to become effective Dec. 5th, 1904, it is the sense of the East St. Louis Lines that rates on Wheat from East St. Louis, when originating at points west of the Mississippi River, destined to points named in letter from Chairman Fraser to Chairman Tucker, dated Nov. 4th, file 4301 and supplemented by letter Nov. 14th, same file, be advanced 1½c. per 100 lbs., effective

Dec. 5th, 1904, except to Cincinnati, Louisville, Jeffersonville and Evansville, over which rates this Committee has no jurisdiction. It is also understood that similar basis will apply from Upper Mississippi River Crossings, effective same date."

Note: The T. St. L. & W. R. R. representative reserved vote and stated he would advise Chairman later.

Will advise T. St. L. & W. vote soon as received.

Respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 16, 1904.
Please refer to File 9466.

To the representatives of Western Roads.

Gentlemen: The undersigned have given further consideration to the matter of unauthorized rates on *wheat*, carloads, originating at the Missouri River and beyond, and effective from East St Louis as proportions of through rates to points in Central Freight Association territory, and have reached the conclusion that, owing to all the conditions surrounding the handling of this traffic, they cannot see their way clear to concur in the request of the western roads, and divide these unauthorized rates on Joint Rate Committee percents.

We feel, however, ready to assist you to meet the East St. Louis competition via the upper Mississippi River gateways to East Dubuque inclusive, provided you can see your way clear to allow us the following as a minimum proportion in cents per 100 lbs. accruing from said unauthorized rates east of our junctions with western roads:

To	East of Chicago.	Peoria.
Adrian, Mich	5	5½
Akron, Ohio	6½	7
Alliance, Ohio	6½	7
Ann Arbor, Mich.	5	5½
Ashtabula, Ohio	7½	8
Athens, Ohio	7½	8
Bellaire, Ohio	8½	9
Bellefontaine, Ohio	5	5½
Big Rapids, Mich.	5	5½
Buffalo, N. Y.	8½	9
Canal Dover, Ohio.	7½	8
Canton, Ohio	6½	7
Chester, W. Va.	8½	9
Chillicothe, Ohio	5½	6
Cincinnati, Ohio	5	5½
Cleveland, Ohio	6½	7
Columbus, Ohio	6	6½
Conneaut, Ohio	7½	8
Dayton, Ohio	5	5½
Detroit, Mich.	5	5½
Elkhart, Ind.	5	5½
Erie, Pa.	8½	9
Evansville, Ind	5	5½
Fostoria, Ohio	5	5½
Ft. Wayne, Ind.	5	5½
Goshen, Ind.	5	5½
Grand Rapids, Mich.	5	5½
Indianapolis, Ind.	4	4½
Ithaca, Mich.	5	5½
Jeffersonville, Ind.	5	5½
Ken, Ohio	6½	7
Lafayette, Ind.	4	4½
Lawrenceburg, Ind.	5	5½

To	East of Chicago.	Peoria.
Leesburg, Ohio	5½	6
Louisville, Ky.	5	5½
Mansfield, Ohio	6½	7
Marietta, Ohio	7½	8
Massillon, Ohio	6½	7
Hillersburg, Ohio	6½	7
Minerva, Ohio	7½	8
Mt. Vernon, Ohio	6½	7
Muskegon, Mich.	5	5½
Newark, Ohio	6½	7
New Castle, Pa.	7½	8
New Philadelphia, Ohio.	7½	8
Niles, Ohio	7½	8
Orrville, Ohio	6½	7
Osborn, Ohio	5	5½
Painesville, Ohio	7½	8
Parkersburg, W. Va.	8½	9
Pittsburg, Pa.	8½	9
Piqua, Ohio	7	7½
Portsmouth, Ohio	7	7½
Ravenna, Ohio	6½	7
Richmond, Ind.	5	5½
Sandusky, Ohio	6½	7
Saginaw, Mich.	5	5½
Sardinia, Ind.	5½	6
Seymour, Ind.	5	5½
South Bend, Ind.	5	5½
Springfield, Ohio	5	5½
Tiffin, Ohio	5	5½
Toledo, Ohio	5	5½
Traverse City, Mich.	8½	9
Urbana, Ohio	5	5½
Warren, Ohio	7½	8

To	East of Chicago.	Peoria.
Washington, C. H., Ohio	5½	6
Wheeling, W. Va.	8½	9
Wilmington, Ohio	5½	6
Youngstown, Ohio	7½	8
Zanesville, Ohio	6½	7

We further understand that it is the intention on December 5th next to advance the rates (which advanced rates will still be unauthorized ones), from East St. Louis, 1½ cents per 100 lbs. in excess of the present rates, and in that case the minimum proportion (in cents per 100 lbs.) the eastern lines will accept will be the following, which we trust will be sufficient concession on the part of eastern roads to enable you to meet the East St. Louis competition:

To	East of Chicago.	Peoria.
Adrian, Mich.	6	6½
Akron, Ohio	7½	8
Alliance, Ohio	7½	8
Ann Arbor, Mich.	6	6½
Ashtabula, Ohio	8½	9
Athens, Ohio	8½	9
Bellaire, Ohio	9½	10
Bellefontaine, Ohio	6	6½
Big Rapids, Mich.	6	6½
Buffalo, N. Y.	9½	10
Canal Dover, Ohio	8½	9
Canton, Ohio	7½	8
Chester, W. Va.	9½	10
Chillicothe, Ohio	6½	7
Cincinnati, Ohio	6	6½
Cleveland, Ohio	7½	8

To	East of Chicago.	Peoria.
Columbus, Ohio	7	7½
Conneaut, Ohio	8½	9
Dayton, Ohio	6	6½
Detroit, Mich.	6	6½
Elkhart, Ind.	6	6½
Erie, Pa.	9½	10
Evansville, Ind	6	6½
Fostoria, Ohio	6	6½
Ft. Wayne, Ind.	6	6½
Goshen, Ind.	6	6½
Grand Rapids, Mich.	6	6½
Indianapolis, Ind.	5	5½
Itaca, Mich.	6	6½
Jeffersonville, Ind.	6	6½
Kent, Ohio	7½	8
Lafayette, Ind.	5	5½
Lawrenceburg, Ind.	6	6½
Leesburg, Ohio	6½	7
Louisville, Ky.	6	6½
Mansfield, Ohio	7½	8
Marietta, Ohio	8½	9
Massillon, Ohio	7½	8
Millersburg, Ohio	7½	8
Minerva, Ohio	8½	9
Mt. Vernon, Ohio	7½	8
Muskegon, Mich.	6	6½
Newark, Ohio	7½	8
New Castle, Pa.	8½	9
New Philadelphia, Ohio.	8½	9
Niles, Ohio	8½	9
Orrville, Ohio	7½	8
Osborn, Ohio	6	6½
Painesville, Ohio	8½	9

To	East of Chicago.	Peoria.
Parkersburg, W. Va.	9½	10
Pittsburg, Pa.	9½	10
Piqua, Ohio	6	3½
Portsmouth, Ohio	8	8½
Ravenna, Ohio	7½	8
Richmond, Ind.	6	6½
Sandusky, Ohio	7½	8
Saginaw, Mich.	6	6½
Sardina, Ind.	6½	7
Seymour, Ind.	6	6½
South Bend, Ind.	6	6½
Springfield, Ohio	6	6½
Tiffin, Ohio	6	6½
Toledo, Ohio	6	6½
Traverse City, Mich.	9½	10
Urbana, Ohio	6	6½
Warren, Ohio	8½	9
Washington C. H., Ohio.	6½	7
Wheeling, W. Va.	9½	10
Wilmington, Ohio	6½	7
Youngstown, Ohio	8½	9
Zanesville, Ohio	7½	8

We are also advised that, effective November 17th, some of the western roads have made the present unauthorized wheat rates to Toledo and Detroit effective on all grain. If this is the case, the undersigned desire you to accept this as notification that on all grain, except wheat, we will exact our proportion of the regular authorized East St. Louis rates in accordance with the percentages defined in Joint Rate Committee "Middle Division" Circular No. 20 To Illustrate: On shipments to Toledo, we will require 65% of the regular authorized rate (which is 10½ cents) or

6.8 cents per 100 lbs., and the respective percentages as per above named Joint Rate Committee issue of the regular authorized rates to all other points in Central Freight Association territory.

If you cannot see your way clear to allow the eastern roads the respective minimums on wheat and the proportions as named on grain other than wheat, as above stated, we respectfully request you to cancel the tariffs naming these unauthorized rates via the roads represented by the undersigned.

Yours very truly,

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"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 22, 1904.

Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 21st inst., file 4301, regarding advance in proportional rates on wheat from East St. Louis to points in Central Freight Association territory.

Attached hereto is copy of notice which the eastbound roads from Peoria and Chicago served upon the western roads relative to conditions subject to which they will pro-

tect, from Mississippi River crossings, the unauthorized rates on wheat from the Missouri River and beyond.

You will observe this notice provides that, effective December 5th, the lines east of Chicago will demand increased proportions to the extent of one cent per hundred pounds over the present proportions, on account of the advance of 1½ cents per hundred pounds which we understand is to be made in the rates from Mississippi River crossings.

We will endeavor to arrange to have the western roads advance, effective December 5th, their rates from the Mississippi River crossings 1½ cents per hundred pounds over the rates provided by your letter of November 4th, as supplemented by your letter of November 14th, with the understanding that the rates from East St. Louis will be correspondingly advanced.

Yours very Truly,

J. F. Tucker,

Chairman."

Enclosure.

Proceedings of a Meeting to Check Rates on Grain and Grain Products from and to Central Freight Association Territory.

Held at Cent. Frt. Ass'n. Committee Rooms, Tuesday November 22, 1904.

Representation:

C. T. Wight, B. & O. R. R.
E. B. Tullis, B. & O. S. W. R. R.
R. E. Eggebrecht, D. & E. I. R. R.
J. W. Hewson, C. C. C. St. L. Ry.
A. M. Schubert, C. H. & D. Ry.; C. C. & L. Ry.
A. N. Noble, Erie R. R.
J. S. Brown, Ill. Cent. R. R.
F. J. Bonchard, N. Y. C. & St. L. R. R.
J. D. Couffer, P. C. C. & St. L. Ry.

E. T. Wood, G. S. McCabe, Penna. Co.
T. J. Cook, T. St. L. & W. R. R.
G. L. Stevens, Vandalia Line.
C. J. Wilson, W. & L. E. R. R.

The foregoing convened pursuant to Circular Letter C. M. Mo. 212, dated November 18, 1904, for the purpose of checking in rates on grain and grain products from and to points in Central Freight Association territory because of the advanced basis which takes effect December 5, 1904, from Central Freight Association points to western termini of Trunk Lines as per Information No. 5510, dated October 27, 1904.

The Chairman presented Wabash Tariff No. 34355 (I. C. C. No. 1445), effective December 5, showing that company has adopted so far as concerns rates from stations in Illinois and Indiana (except from stations on Chicago Division to Detroit and Toledo, Ohio) the rates named in Information No. 3842, dated December 15, 1902.

It was consequently decided to reaffirm the rates on grain and grain products, C. L., provided by Information No. 3842, as amended by Information No. 4012.

In taking the foregoing action it was observed that the Wabash R. R. tariff names rate of 7 cents per 100 lbs. from Englewood, Ill., and stations east to Wolcottville, to Detroit and Toledo whereas the rate from Chicago, Ill., effective December 5, 1904, will be 8 cents but it was understood that the Wabash R. R. will be asked to publish rate of 8 cents per 100 lbs. from stations Englewood, Ill., to Laketon, Ind., inclusive.

It was stated unless the Wabash R. R. consents to adopt 8 cents from stations specified it will force a reduction in rates to Cincinnati, as well as to other destinations from points in Northern Indiana, as lines to Cincinnati, etc., cannot handle business at rates proposed to be adopted, if 7

cents is made by Wabash to Detroit and Toledo from Englewood, Laketon, etc.

The use of 7 cent rate from Englewood, Hammond, etc., may also prevent application of 8 cent rates from Chicago to Detroit and Toledo.

The meeting requested the Chairman of Central Freight Association to send notice of the rates approved, to the Indiana and Illinois roads interested but not represented at the meeting, for their approval and in case they object to any rates, the other roads concerned are to be advised, and if necessary another meeting arranged to give further consideration to the subject.

The following figures were checked in to supersede rates named from and to same points as per Information No. 3842 and Amendments.

From Marion, Ind., to Detroit, Mich and Toledo, Ohio, 7 cents per 100 lbs.

To Cincinnati, Ohio, from Marion, Ind., 7; Muncie, Ind. 6; Jonesboro, Ind. 7; North Judson, Ind. 7½ and Richmond, Ind. 6 cents per 100 lbs.

Information Circulars Nos. 5556, dated November 23, 1904, and 5561, dated November 25, 1904, have been issued in compliance with the foregoing.

Since the meeting General Freight Agent Knight of the Wabash Railroad advises as follows in response to telegram from the Chairman of the Central Freight Association concerning the rate of 7 cents per 100 lbs., published by the Wabash R. R. from Englewood, etc., as referred to above:

"We will advance our Englewood rate to eight cents per 100 lbs. and will advance the rate from points Lakeville and intermediate provided all other Chicago eastbound lines carry the same figure from cross country and adjacent stations.

Adjourned.
Chicago, Nov. 25, 1904.

E. Norris,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 767."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning joint agreement touching movement of U. S. Government property from St. Louis Exposition to Lewis & Clark Exposition, Portland, Oregon, as follows: (4306.)

"Exhibits From Pan-American to Charleston Exposition.

The Chairman presented a letter from Mr. W. H. Fitzgerald, Commissioner, the Associated Railways of Virginia and the Carolinas, asking Trunk Lines consideration of the proposition that articles which were transported from the Pan-American for exhibition at the Charleston Exposition, be returned to Buffalo free, and from Buffalo returned free to the original point of shipment over the lines which had transported said property to Buffalo.

The Chairman was requested to advise Commissioner Fitzgerald that the Trunk Lines will charge their regular class rates from Buffalo to Charleston on such shipments and return unsold exhibits from Charleston to Buffalo under the usual restrictions, viz.:

"Such exhibits, if returned within 30 days, after the close of the Exposition, will be returned free to Buffalo, at owner's risk, to the original forwarder, by the roads which carried the same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate signed by the proper officers of the South Carolina Exposition, to the effect that the shipments are unsold exhibits which have paid full tariff rates one way, such certificate to be attached to the manifest of each shipment. Tariff rates will be charged in both directions on horses for exhibition."

"Copy.

"United States Government Board
Louisiana Purchase Exposition (St. Louis, 1904).

St. Louis, Mo., August 10, 1904.

Dear Sir: Owing to the fact that the U. S. Government exhibit, now at the Louisiana Purchase Exposition, may be transferred to Portland, Oregon, to be exhibited at the Lewis & Clark Centennial, which takes place in that city from June 1 to October 15, 1905, I have been directed to ask the various railroads for an extension of time on the free return of exhibits from St. Louis, Mo., to the original points of shipment on all goods entitled to free return.

It has been suggested, anticipating the granting of the extension by the various railroads, that the Government will furnish (from the original bills of lading) a certified list of material delivered at St. Louis by your road for the exhibit of the Louisiana Purchase Exposition, or that the railroads agree to return to the original points from St. Louis, a certain amount of goods to be designated by weight. That is, that you agree to transport from St. Louis, after the closing of the Lewis & Clark Centennial, a certain number of pounds. This might obviate the necessity for a great amount of inspection, certification, etc., being a flat agreement to return so much.

The Government wishes to make a very creditable showing at Portland, and depends on the action of the railroads in this matter to do so. All material will be returned from Portland by way of St. Louis. In acting on this question, I will advise that it will have no bearing on the payment of freight on goods already delivered at St. Louis by your road for the Louisiana Purchase Exposition. These accounts will be handled as agreed, irrespective of any action you might take on the question at hand.

Trusting that you will give this your favorable and immediate consideration, I remain, Yours very truly,

Edwin L. Springman,
Transportation Clerk, U. S. Government Board.

Exhibits From Pan-American to Charleston Exposition.

The Chairman presented a letter from Mr. W. H. Fitzgerald, Commissioner, the Associated Railways of Virginia and the Carolinas, asking Trunk Lines consideration of the proposition that articles which were transported from the Pan-American for exhibition at the Charleston Exposition, be returned to Buffalo free, and from Buffalo returned free to the original point of shipment over the lines which had transported said property to Buffalo.

The Chairman was requested to advise Commissioner Fitzgerald that the Trunk Lines will charge their regular class rates from Buffalo to Charleston on such shipments and return unsold exhibits from Charleston to Buffalo under the usual restrictions, viz.:

"Such exhibits, if returned within 30 days, after the close of the Exposition, will be returned free to Buffalo, at owner's risk, to the original forwarder, by the roads which carried the same, upon presentation of the original bill of lading ,or contract, or paid freight bill, together with a certificate signed by the proper officers of the South Carolina Exposition, to the effect that the shipments are unsold exhibits which have paid full tariff rates one way, such certificate to be attached to the manifest of each shipment. Tariff rates will be charged in both directions on horses for exhibition."

Above exhibit is marked "Complainant's Exhibit Fraser No. 768."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning absorption of switching charge at East St. Louis, on cotton, as follows: (2820.)

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, April 13, 1901.
Please refer to File 7943.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 12th, file 2820. As the Illinois Central R. R. is a member of the St. Louis Eastbound Freight Committee, I think this matter should be docketed for the consideration of that committee and at the meeting have representative of the Illinois Central R. R. present and endeavor to have them discontinue the payment of this switching charge. It seems to me the M. & O. R. R. is neutral ground and it is idle to refund this switching. It is of course not in accordance with the rules of this Association. Yours very truly,

J. F. Tucker, Chairman."

April 12, 1901.

Mr. J. F. Tucker, 2820
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 9th, file 7943 was read at Conference this a. m. and I was instructed to inform you that the members are not aware of any good reason why the I. C. R. R. should not charge the authorized rate from their East St. Louis Station on the Cotton referred to, viz.: 30c per 100 lbs., East St. Louis to New York, usual differences to other points.

This is Round Bale Cotton from the Warehouse of the American Cotton Co., located on the Mobile & Ohio tracks. Shipments via *all Eastern Lines* must pay the M. & O. R. R. ½c per 100 lbs., minimum $1.50 per car.

Unless the I. C. R. R. can be induced to discontinue the absorption of this switching, it is liable to extend to other warehouses and industries similarly located at both East St. Louis and St. Louis thereby incurring a large and unnecessary expense to all the roads.

Hoping that you can see your way clear to remedy the trouble and awaiting your reply, I am,

Yours respectfully, Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Mondanock Block.

Chicago, April 9, 1901.

Please refer to File 7943.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: It is stated that shipments of cotton from the South are being forwarded via East St. Louis to eastern destinations on basis of proportional rate from latter point, but ½ cent per 100 lbs. is deducted before pro-rating, the Illinois Central R. R. claiming that this is for switching from cotton compress at East St. Louis.

As this ½ cent deduction has not been authorized by the Central Freight Association, will you not kindly take matter up at your next meeting and advise what conclusion is reached. Perhaps the situation is such as to warrant the reduction, but if so, we would like to have some data showing this to be the case. Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 769."

2069

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning icing of cars and payment therefor by shippers, as follows: (3037.)

"May 14, 1904.

Mr. J. F. Tucker, 3037.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Your joint letter 12th, file 11687 was read at meeting 13th and it was:

Moved, That Chairman, C. F. A., be advised that members of the Eastbound Committee will approve arrangements similar to those effective at Louisville and Cincinnati. The conditions here do not, however, warrant specific action in that direction as St. Louis Lines have not paid for icing cars originating south or west of East St. Louis.

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, May 12, 1904.

Please refer to file 11687.

Messrs. D. H. Hillman, Chairman, Evansville Frt. Com., Evansville; R. M. Fraser, Chairman, St. Louis E. B. Frt. Com., St. Louis; Wm. Campbell, G. F. A., C. & E. I. R. R., Chicago; C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati; W. E. Keepers, G. F. A., Illinois Central R. R., Chicago; J. C. Lincoln, G. F. A., Mo. Pac. Ry., St. Louis; Haiden Miller, G. F. A., Mobile & Ohio R. R., St. Louis.

Gentlemen: We find that, effective May 16, 1904, the northbound roads from Cincinnati and Louisville will adopt the following concerning the subject of initial icing of shipments of dressed poultry, eggs, etc., requiring refrigeration:

(1) That as shipments of dressed poultry, eggs and other dairy traffic from Louisville, Lexington, Winchester and Maysville, Ky., are governed by the rules of the Official Classification, the initial roads leading from these points, reserve the right to pay for the initial icing whenever they deem this necessary, or the circumstances will warrant it.

(2) From all other points in Kentucky and Tennessee, south and west of Lexington and Louisville, Ky., the roads leading north and east of these junctions, as also Covington and Newport, Ky., and Cincinati, Ohio, agree that effective on sixteenth instant they will neither assume themselves, or join with the initial roads in taking care of the expense for icing at initial points of lading, this making it necessary that this expense should be assumed by the initial carrier; or in lieu of this, that it be taken care of by either the shipper or consignee.

(3) It is also understood that when empty refrigerator cars are sent south iced for loading, to points covered by this understanding that such icing will be at the expense of the shipper.

It is understood that like arrangements should be adopted by roads leading northwardly and eastwardly from Evansville, Cairo, Thebes and E. St. Louis. The Chairman of the Committee addressed will therefore please advise if their members will approve such an arrangement, effective the same date or as early a date as practicable thereafter; and the individual roads addressed will kindly inform this office on the same point. Yours, etc.,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 770."

Complainant offers in evidence correspondence between the officials of the Central Freight Asociation and the St. Louis Eastbound Freight Committee, concerning guarantee of freight shipments, as follows: (3024.)

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., June 11, 1901.
File 3024.

To the Members of the Freight Committee,

Gentlemen: At a Special Meeting of the Committee today, representative of the B. & O. S. W., C. C. C. & St. L., C. P. & St. L., C. & A., Ill. Cent., So. Ry., T. H. & I., Wabash and T. St. L. & W. R R.'s being present, the following resolution was adopted:

Resolved, That all roads, members of the Eastbound Freight Committee, hereby agree to decline to accept a guarantee of individual shippers on shipments of Fruits, Vegetables, etc., coming from connecting lines and will receive same only as through shipments delivered by connecting lines, charges being guaranteed by the delivering lines, but will accept shippers' guarantee on shipments from St. Louis or East St. Louis proper, without back charges other than bridge or transfer. Respectfully,

R. M. Fraser, Chairman.

P. S.—Six (6) copies sent to each resident member, *only.*"

"Feb 10, 1900.

Mr. J. F. Tucker, 3024.
Chairman, C. F. A., Chicago, Ill.

Dear Sir: Please advise me if C. F. A. Information No. 1594, Participation in deficits on fruit and vegetables, from the South, etc., is still in effect. Kindly let me have reply, Monday night's mail, as this subject will be consid-

ered at meeting called for Tuesday, 13th inst., greatly obliging. Yours trly, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 771."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning advancement of rate on peaches, East St. Louis to Trunk Line points; as follows (3053):

TRUNK LINE ASSOCIATION.

Copy New York, Feb. 18, 1903.

Mr. J. F. Tucker,
Chairman, Central Freight Association,
Chicago, Ill.

Dear Sir: At meeting of the Trunk Line Freight Committee on the 17th instant, attention was called to Central Freight Association Information No. 3303, issued April 1, 1902, which establishes proportional rates on 4th class basis from Ohio River crossings, etc., on peaches, C. L., minimum weight 24,000 lbs.; on shipments coming from points south of the Ohio River destined to Central Freight Association territory, including the western termini of the Trunk Lines.

It was stated that this basis in connection with the local rates from Pittsburg, Erie or Buffalo will make lower through rates east of Trunk Line western termini than published under the basis of through rates governed by the Official Classification, and that is having a very disastrous effect on shipments of peaches from the south and from local territory, as shippers in all parts of the country are aware of this classification, and the Trunk Lines are being importuned to meet the situation.

I was instructed to take this subject up with you and ask that the Central Freight Association cancel the reduced basis, both to their local territory and Trunk Line western termini.

Will you kindly take this matter up with a view of having the cancellation of reduced basis made effective, as early as possible.

Please advise as to action taken.

Yours respectfully,

(Signed) C. W. Bullen, Commissioner.

TRUNK LINE ASSOCIATION.

Copy. New York, March 7, 1903.

Mr. J. F. Tucker,
Chairman, Central Freight Association,
Chicago, Ill.

Dear Sir: Your file, 9681. Referring to your favor of Feb. 20th, in which, in connection with the request of the Trunk Lines, as shown in my letter of Feb. 18th, that the Central Freight Association cancel their reduced basis both to local territory and Trunk Line western termini now in effect on peaches, in carloads, you ask for information as to the rates now being observed by the Trunk Lines on this commodity from Buffalo, Pittsburg, etc., on shipments originating locally thereat as well as coming from points west thereof:

It is stated that the application of the 4th class basis from East St. Louis, and the Ohio River crossings to the western termini of the Trunk Lines very seriously affects the through rates from these points of origin to the eastern territory.

As you will note from the statement given below, the rates figured on combination of the 4th class rates to the western termini of Trunk Lines and first-class rate each

thereof, will make considerably lower figures than 1st class through rate.

It is furthermore stated that eastern receivers also complain of the wide difference between the rates from the Ohio River and from East St. Louis to western termini points as compared with the rates applied to this eastern territory. For example, 26 cents per 100 lbs. from East St. Louis to New York, making a difference of 61 cents per 100 lbs. which is 22 cents in excess of the 1st class rate from the western termini to New York.

It is sincerely hoped that the Central Freight Association roads will comply with the request of the Trunk Lines and advance the rating from the Ohio River crossings and from East St. Louis to the western termini to the full classification basis.

	From E. St. Louis.	From Cincinnati.
4th class to Buffalo	26c.	18½c.
1st. class Buffalo to New England	44	44
Through	70	62½
1st class rate through	94	69½
4th class to Buffalo	26	18½
1st class Buffalo to New York	39	39
Through	65	57½
1st class rate through	67	62.9
4th class to Pittsburg or Buffalo	26	18 to Pittsburg 18½ to Buffalo
1st class Pittsburg or Buffalo to Phila	39	39
Through	65	57 via Pittsburg 57½ via Buffalo
1st class through	85	59
4th class to Pittsburg	26	18
1st class Pittsburg to Baltimore	57	37
Through	63	55
1st class through	84	56.9

Kindly take this matter up promptly with your lines, advising result as early as practicable.

Yours respectfully,

(Signed) C. W. Bullen, Comm'r

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Black.

Chicago, March 10, 1903.

Please refer to file 9681.

Messrs. O. G. Fetter, Chairman, Cincinnati Frt. Com., Cincinnati; C. R. Brent, Chairman, Louisville Frt. Com., Louisville; F. P. Jeffries, Chairman, Evansville Frt. Com., Evansville; R. M. Fraser, Chairman, St. Louis E. B. Frt. Com., St. Louis; C. J. Brister, A. G. F. A., C. C. C. & St. L. R'y, Cincinnati; W. E. Keepers, G. F. A., Ill. Cent. R. R., Chicago; Wm. Campbell, G. F. A., C. & E. I. R. R., Chicago.

Gentlemen: Attached hereto is copy of correspondence which has passed between this office and Commissioner Bullen of the Trunk Line Association, same being self-explanatory.

The Chairman of the Local Committees addressed above will please place the matter before their members for consideration and action and advise this office of the result, and the individual roads addressed above will kindly favor us with their views upon the suggestion contained in the communication from Commissioner Bullen that the proportional rates on fruits from Ohio River crossings and East St. Louis and Thebes be cancelled and shipments charged on basis of the Official Classification.

Yours very truly,

Enclosure. J. F. Tucker, Chairman.

Mr. J. F. Tucker, March 14, 1903.
Chairman, C. F. A., 3053.
Chicago, Ill.

Dear Sir: Your Joint Letter 10th, file 9681 with letters from Chairman, Trunk Line Ass'n was considered at meeting 13th and it was:

Resolved, That it is the sense of this Committee that

Exceptions to the Official Class'n., C. F. A. Info. 3303, applying on Fruits and Vegetables from the territory described be modified to exclude Peaches and Berries, which should be carried on the basis provided therefore in C. F. A., Info. Nos. 3847 and 836, series A, on Peaches, and Official Class'n on Berries, provided the same adjustment applies from all Ohio and Mississippi River Crossings.

Please advise disposition of this matter early as possible.

Respectfully,
Chairman.

Oct. 3, 1903.
3053.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Rate on Peaches, C. L., to C. F. A. Territory.

Dear Sir: At meeting 2nd, this subject brought up by letter July 31st, file 21893, from a member, submitting copy of letter from G. F. A. Lehane of the St. L. S. W. Ry., which was read and after discussion following was adopted:

Whereas, in view of the conditions recounted in the attached letter from Gen'l. Frt. Agt., Lehane, of the St. L. S. W. Ry. addressed to a member of this Committee, and the fact that the 4th class rates are now applicable on Green Fruits of all kinds, including Peaches in straight or mixed carloads, in shipments originating in what is known as Green Line Territory, from Ohio River to all points subject to the jurisdiction of the Chicago and Ohio River Committee, which in turn affects all C. F. A. points west of the line of the C. H. & D. Ry.

We Recommend to the Central Freight Ass'n the cancellation of Info. 4413 and the restoration of proportional rates on Peaches, C. L., from East St. Louis to all C. F. A. points on basis of 4th class rates as per C. F. A. Info. 3303.

Copy of letter Tyler, Texas, July 17th from Mr. J. F. Lehane, G. F. A., St. L. S. W. Ry., attached.

Please give this your attention, advising finai disposition.

Respectfully,
Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Mondanock Block.

Chicago, Oct. 5, 1903.
Please refer to file 9681.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 3rd inst., file 4226, attached to which is copy of letter from General Freight Agent Lehane of the St. Louis Southwestern Ry., regarding restoration of 4th class rates on Peaches to points in Central Freight Association territory. It seems this restoration is desired on next season's shipments of Peaches, hence we can postpone consideration of the matter until the November meeting of the C. F. A., at which time it will be referred to the Committee on Relation with Southern Roads.

Yours respectfully,
J. F. Tucker,
Chairman.

Jan. 9, 1904.
3053.

Rates on Peaches to Eastern Cities.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: The above subject was brought up by letter

from a member and after discussion the following was adopted:

Whereas, The Wabash R. R. have published a Tariff, No. L-123, effective Jan. 1st, 1904, expiring Dec. 31st, 1904, on Peaches, C. L., East St. Louis to New York and Philadelphia 65c. and to Boston 70 cts. per 100 lbs., which also provides for the division of said rates by the acceptance of 4th class rates to Black Rock and Niagara Falls, and both the through rate to Philadelphia, New York and Boston and the proportions to the Western Termini of the Trunk Lines being contrary to C. F. A. action,

We Recommend, That the matter be referred to the Central Committee for their consideration and disposition.

See Wabash No. 29102-AC, Amendment No. 13 to I. C. C., 1102, Aug. 25th, 1903, also No. 31500-A, I. C. C., No. 1228, Oct. 5th, 1903, not in accord with C. F. A. Info. 4413, June 13th, 1903, reissued as 4743, Nov. 16th, 1903. Please have this given consideration, advising conclusions.

Respectfully,
Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 24, 1904.
Please refer to file 9681.

Mr. R. M. Fraser,
Chairman St. Louis E. B. Freight Committee,
St. Louis, Mo.

Dear Sir: With reference to your file 3053, subject of rates on Peaches from E. St. Louis to Eastern cities:

As you will recall, based upon the action of Central Freight Association, March 9th and 10th, 4th class rates have been re-established on Peaches from Ohio River Crossings and E. St. Louis to points in Central Freight Associa-

tion territory, which includes the Western Termini of Trunk Lines, and the combination of 4th class to Buffalo plus the local rates beyond will make less through rates than if the Official Classification is used. One of the E. St. Louis roads, therefore, suggests that we furnish a memorandum of the rates from Buffalo to Pittsburg to Eastern basing points, and for your information herewith please find memorandum showing just what these rates are for all classes.

Yours respectfully,

J. F. Tucker,
Chairman.

(Enclosure)

Above exhibit is marked "Complainant's Exhibit Fraser No. 772."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning application of western roads for proportional rates on apples; as follows: (3058)

Oct. 14, 1902.
3058.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 13th, file 9880. This subject was presented to this Committee by letter from Mo. Pac. Ry. and disposed of as shown in proceedings No. 22, Page No. 2 Oct 10th, 1902, as follows:

Resolved, That the Mo. Pac. Ry. be notified that the proposition contained in the correspondence was not acceptable, and therefore individually declined by the roads, members of this committee.

If any different action is taken by the lines from Chicago, Peoria, etc., will you please advise.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 13, 1902.

Please refer to file 9880.

Messrs. R. M. Fraser, Chairman, St. Louis E. B. F. Committee, St. Louis, Mo.; B. E. Connell, Chief Clerk, Chicago Freight Committee, Chicago, Ill.; Jno. McCann, Sec'y, Peoria & Pekin Freight Committee, Peoria, Ill.

Gentlemen: The following is received from Mr. Thos. Miller, F. T. M., C. B. & Q. R'y:

"We are in receipt of letter from the Denver & Rio Grande Railroad in regard to through rates on apples and deciduous fruits from Western Colorado to points in C. F. A. and Trunk Line territory, in which we are requested to take the matter up with the Eastern lines with a view to ascertaining if they will be willing to join in through rates from Western Colorado, not in excess of present rates from Pacific Coast, dividing by allowing East of Chicago and other junctions, the same earnings as they receive on Pacific Coast fruit. Will you please take the matter up with your line members, and advise me the result?"

In this connection would respectfully refer you to Information Circular 356, Series A, dated May 3, 1900, which relates to rates and divisions on fruits from Utah and Idaho points.

Yours very truly,

J. F. Tucker, Chairman.

P. S.: Please have your committee consider and make recommendation.

Above exhibit is marked "Complainant's Exhibit Fraser No. 773."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, in regard to agreed rates on dressed meats, carloads, East St. Louis to C. F. A. points; as follows (3131):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 11, 1900.
Please refer to file Inf. 2059.

Mr. R. M. Fraser,
Chairman, St. Louis E. B. Frt. Committee,
St. Louis, Mo.

Dear Sir: Referring to the subject of rates on dressed meats in carloads, from East St. Louis as established by Information 2059.

It seems that the shippers at Chicago are asking that the rates from Chicago to Columbus and Chillicothe, and perhaps other points in C. F. A. territory, be reduced so as to observe the usual difference of 5 cents per 100 lbs. less than the rates in effect from East St. Louis, and upon the matters being presented at meeting of Central Freight Association, on the 12th instant, it was unanimously recommended that the question be referred to the St. Louis Eastbound Freight Committee with request that they agree to advance rate from East St. Louis to Columbus and Chillicothe to 27 cents, the present rate being 25 cents.

Will you kindly advise if this is acceptable to the St. Louis Committee, so that we may amend our circulars accordingly.

Yours very truly,
J. F. Tucker, Chairman.

Mr. J. F. Tucker, April 20, 1900.
Chairman, C. F. A., 3131.
Chicago, Ill.

Dear Sir: Yours 14th, file Inf. No. 2059, also letter 11th from Chairman Woffindin were submitted to the Committee at meeting 18th and in the interest of harmony it was:

"Resolved, That the roads, members of this Committee, individually recommend to Central Freight Ass'n that they authorize rate of 27 cts. per 100 lbs., on Dressed Meats, C. L., minimum weight 20,000 lbs., from East St. Louis, Ill. to Chillicothe and Columbus, Ohio, effective on legal notice, and that Information No. 2059, Amendment No. 3 to Information No. 1860, be corrected accordingly."

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 774."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning rates on Grain and Grain Products; also proceedings of meeting of Chicago, Peoria and St. Louis Committees, held in St. Louis, Nov. 9, 1900; as follows (3206):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, October 17, 1900.

Please refer to file 7166.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Kindly refer to proceedings of meeting of the

St. Louis Committee held October 12th. Won't you kindly advise me the detail in regard to the situation as to withdrawing of proportional rates on wheat and grain products taking the same rates, from Kansas City to Detroit and Toledo.

Yours very truly,

J. F. Tucker, Chairman.

Oct. 20, 1900.

3206.

Mr. J. F. Tucker,

Chairman, C. F. A., Chicago, Ill.

Dear Sir: Yours 17th, file 7166. I regret my inability to give you the information desired. Matters discussed at the Special Meetings are not recorded.

Regarding this subject, I was instructed to strike the subject from the docket and file the papers.

Respectfully, Chairman.

"St. Louis Eastbound Freight Committee.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 24, 1900.

File 3206.

To the Members of the Freight Committee,

Gentlemen:

I give below copy of letter from Chairman Tucker dated Oct. 22nd, regarding rates on Grain and Grain Products from East St. Louis and Upper Mississippi River crossings to C. F. A. points.

With reference to your favor of October 15th, file 3206, subject of rates on Grain and Grain Products from East St. Louis and Upper Mississippi River crossings to Central Freight Ass'n points, would state that Chairman Courtright of the Western Trunk Line Committee advises that at meeting of roads interested in rates from Upper Mississippi River crossings, held on the 18th inst., it was agreed that the figures named in proceedings of meeting of Rate

Clerks, held October 2nd, be accepted, except that to Terre Haute the lines via Chicago will publish 7 cents and to Vincennes 10 cents, it being understood that all the points now shown in said Rate Clerks' Proceedings as taking 11½ cents will be advanced to 13½ cents November 1st."

This for your information.

Respectfully,
R. M. Fraser, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 26, 1900.
Please refer to File 6835.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—Referring to your file 3206, rates on grain and grain products from E. St. Louis and upper east bank Mississippi River points to Central Freight Association territory.

In connection with the check of rates made by Rate Clerks the following is received from General Freight Agent Brooks of the C. G. W. Ry.:

"I find in looking over this check of rates that there are some points which would need revision and would suggest that a meeting of St. Louis eastbound lines with the C. F. A. lines leading from Chicago and the Western Trunk Line roads interested in the Mississippi River Traffic be called and some definite arrangement and agreement arrived at, so that we will know just where to draw the line and where we are expected to stay out of the business in favor of the St. Louis roads and where they will concede the traffic to the lines crossing the river north of East St. Louis.

It has been the custom of the St. Louis eastbound lines

to check in rates from East St. Louis to all C. F. A. territory, shutting lines operating through the north crossings out of a great deal of the traffic to which they are justly entitled, as you will note that we are unable to reach through the north any Ohio River crossings on the same basis as the lines operating from East St. Louis and a great many more points which should be common to both gateways. If you can arrange such a meeting we would then know where to stand and could intelligently adjust our rates when changes are necessary."

Will you kindly inform me if the St. Louis Committee is agreeable to the conference suggested in said quotation?"

Yours very truly,

J. F. Tucker, Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 27, 1900.

File 3206.

To the Members of the Freight Committee:

Gentlemen:—Below please find copy of letter from Mr. J. F. Tucker, Chairman, C. F. A., dated Chicago, 26th, file 6835, as follows:

"Referring to your file 3206, rates on grain and grain products from E. St. Louis and Upper East Bank Mississippi River points to Central Freight Association territory.

In connection with the check of rates made by Rate Clerks the following is received from General Freight Agent Brooks of the C. G. & W. Ry.:

"I find in looking over this check of rates that there are some points which would need a revision and would suggest that a meeting of the St. Louis Eastbound Lines with the C. F. A. lines leading from Chicago and the Western Trunk Line Roads, interested in the Mississippi River traffic, be called and some definite arrangement and agreement

arrived at, so that we will know just where to draw the line and where we are expected to stay out of the business in favor of the St. Louis roads and where they will concede the traffic to the lines crossing the river north of East St. Louis.

It has been the custom of the St. Louis Eastbound Lines to check in rates from East St. Louis to all C. F. A. territory, shutting lines operating through the north crossings out of a great deal of the traffic to which they are justly entitled, as you will note that we are unable to reach through the north any Ohio River crossings on the same basis as the lines operating from East St. Louis and a great many more points which should be common to both gateways. If you can arrange such a meeting we would then know where to stand and could intelligently adjust our rates when changes are necessary."

Will you kindly inform me if the St. Louis Committee is agreeable to the conference suggested in said quotation?"

The rates referred to above were checked in at meeting of Rate Clerks, Oct. 2nd, and approved by you, at meeting 12th inst. (See Proceedings.)

Please let me have vote on the above proposition, so that I may advise Chairman Tucker.

Respectfully,

R. M. Fraser, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, November 3, 1900.

Please refer to file 6835.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir: Referring to your favor 31st ultimo, file 3206.

As the roads from upper Mississippi River crossings have made effective November 1, 1900, as proportional rates on

grain and grain products those required by your Committee under check of Rate Clerks at meeting October 2nd, 1900, it seems essential that E. St. Louis roads should also issue the tariffs publishing the rates checked in by same meeting to govern from East St. Louis. We will at once submit the rates for approval of C. F. A. lines, but this need hardly interfere with your Committee establishing them, effective on such date as your issue will specify, because there seems to be very few differences between present and proposed rates, but roads from upper crossings may find reason to object unless revised rates are made effective from East St. Louis as well as upper crossings. My impression is that these rates from Miss. River crossings should be carefully handled, so as to prevent relapse to former conditions, and whenever a check is made from East St. Louis your committee should recommend what rates are also to govern from upper crossings.

Yours very truly,

J. F. Tucker, Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Nov. 6th, 1900.
File 3206.

To the Members of the Freight Committee:

Gentlemen:—Referring to Circular Letter Oct. 24th, giving copy of letter 22nd ult. from Chairman Tucker, as follows:

"With reference to your favor of October 15th, file 3206, subject of rates on Grain and Grain Products from East St. Louis and Upper Mississippi River Crossings to Central Freight Ass'n Points, would state that Chairman Courtwright of the Western Trunk Line Committee advises that at meeting of roads interested in rates from Upper Mis-

sissippi River Crossings, held on the 18th inst., it was agreed that the figures named in proceedings of meeting of Rate Clerks, held Oct. 2nd, be accepted, except that to Terre Haute the lines via Chicago will publish 7 cents and to Vincennes 10 cts., it being understood that all the points now shown in said Rate Clerks' Proceedings as taking 11½ cents will be advanced to 13½ cents November 1st."

In connection with above I give below copy of another letter from Chairman Tucker, dated Nov. 3rd, file 6835, as follows:

"As the roads from Upper Mississippi River crossings have made effective November 1st, 1900, as Proportional Rates on Grain and Grain Products, those required by your Committee under check of Rate Clerks at meeting October 2nd, 1900, it seems essential that E. St. Louis roads should also issue the tariffs publishing the rates checked in by same meeting to govern from E. St. Louis. We will at once submit the rates for approval of C. F. A. Lines, but this need hardly interfere with your Committee establishing them, effective on such date as your issue will specify, because there seems to be very few differences between present and proposed rates, but roads from upper crossings may find reason to object unless revised rates are made effective from E. St. Louis as well as Upper Crossings. My impression is these rates from Miss. Crossings should be carefully handled, so as to prevent relapse to former conditions, and whenever a check is made from East St. Louis your committee should recommend what rates are also to govern from Upper Crossings.."

In line with the suggestion of Chairman, C. F. A., I have issued Special Notice No. 1045, dated November 5th (copy attached), naming the rates from East St. Louis on Grain and Grain Products, checked in by the Rate Clerks at Meeting October 2nd and approved by this Committee Oct. 12th. Said rates are made effective Wednesday, Nov. 21st,

in order that all roads will have time to issue their tariffs, effective same date (Nov. 21st).

Respectfully,

R. M. Fraser, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 8, 1900.

Please refer to file F-664.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.:

Dear Sir:—Referring to your file 3206, subject of rates on grain and grain products from East St. Louis and upper Mississippi River crossings to Central Freight Association points.

You are aware these rates were submitted for views of Central Freight Association lines by our Advice Letter F-664, but strong objections are offered to rates from East St. Louis to Big Rapids, Edmore, Farwell, Greenville, Howard City and Ithaca, Mich., for the reason that the figures proposed in Advice Letter F-664 are less than those in effect from Chicago, which are 12 cents to Big Rapids, Farwell, Howard City and Ithaca and 10 cents to Edmore and Greenville. It is, of course, out of the question for the Chicago lines to consent to protect less rates from East St. Louis to Michigan destinations than are charged from Chicago.

For your further information we enclose copy of letter received from General Freight Agent Davis of the Pere Marquette R. R., according to which it seems that while he objects to the rates proposed from East St. Louis to Michigan points reached by that road, the rates as proposed from upper Mississippi River crossings are entirely satisfactory to him, except those shown to Manistee, Ludington and Reed City.

In view of all these objections some of the Michigan roads desire that the subject be considered at conference tomorrow at St. Louis between Chicago, Peoria and East St. Louis Committees, with a view to having the rates from East St. Louis adjusted in line with those prevailing from Chicago to Michigan points. We understand that the figures proposed from East St. Louis, and also from upper Mississippi River crossings, to interior Michigan points, are forced because of the Pere Marquette R. R. granting the roads from the upper crossings the right to publish to Port Huron, Bay City and Detroit the same rates as named to those destinations from upper crossings via Chicago, and this authority the Pere Marquette R. R. is not willing to cancel. The solutions that occur to me are to have the rates from East St. Louis to Detroit advanced, thus permitting higher rates to Bay City and Port Huron, and consequently to interior Michigan points. If this cannot be accomplished, the alternate suggestion is that the rates from E. St. Louis be advanced in line with those prevailing from Chicago to interior Michigan points, but permit the rates, as per Advice Letter F-664, from upper crossings to Michigan destinations to continue, the result of which will be that the lines from East St. Louis will have to withdraw from the traffic to the Michigan territory in question, for if this is not done the Chicago lines would have to make considerable reduction in their present rates.

I do not believe that the limiting of rates from East St. Louis as per Advice Letter F-664 to apply as proportional rates only from that point, would be satisfactory to the Chicago lines. Another feature of the subject is the following telegram from General Freight Agent Knight of the Wabash R. R.:

"Your letter November third, file 6835. In view of exceptions to the rule referred to which is scattered throughout the table of rates accompanying your advice letter

F-664 we can only vote in the affirmative upon so many of the rates as are in accord with the position we have taken in the past and the agreement to which I have called your attention regarding the East St. Louis rates being the rates to apply from upper Mississippi River crossings on business from beyond; there is considerable peril in ignoring a precedent of the kind which would be established by your advice Letter F-664.'.

Our attention is also called to the fact that the rates to Martin's Ferry and Marietta Ohio, should be the same as rates to Bellaire and Wheeling.

As the Chicago Committee will undoubtedly be well represented at your meeting to-morrow, it seems the points under discussion can be developed and made known to the St. Louis Committee, and some agreement probably decided on which will arrange matters satisfactorily.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

Proceedings of a meeting of the Chicago, Peoria and St. Louis Committees, held at St. Louis, Mo., Friday, November 9th, 1900.

Representatives:

Chicago Committee.

B. & O. R. R., A. F. Bigelow, by Ed Keane.
C. C. C. & St. L. Ry., C. Tillinghurst, by H. S. Bradley.
C. & E. R. R., H. W. Forward, by F. W. Fairbairn.
G. T. Ry. System, David Brown, by H. C. Martin.
L. S. & M. S. Ry., M. S. Chase, by H. C. Martin.
M. C. R. R., F. Zimmerman.
N. Y. C. & St. L. R. R., Jas. Webster, by B. E. Connell.
P. C. C. & St. L. Ry., C. W Randall, by J. D. Couffer.
Penna. Company, Wm . Borner, by J. D. Couffer.
Wabash R. R., E. R. Newman, by E. C. Wylie.

Peoria Committee.

C. C. C. & St. L. Ry., H. M. Griggs.
Ill. Central R. R., G. A. Smith.
L. E. & W. R. R., M. A. Wheeler.
T. P. & W. R. R., D. Mowat.
T. H. & I. R. R. (Vandalia), J. Fitzpatrick, G. L. Stevens.

St. Louis Committee.

B. & O. S. W. Ry., Ed Keane.
C. & A. R. R., J. L. Murphy.
C. P. & St. L. Ry., W M Bushnell.
C. C. C. & St. L. Ry., H. S. Bradley.
T. H. & I. Ry., G. L. Stevens.
Wabash R. R., E. G. Wylie.
T. St. L. & W. Ry., R. H. Sheill.

The meeting convened at 10:45 A. M.

On motion, Mr. H. M. Griggs was unanimously elected Chairman of the meeting and Mr. B. E. Connell, Secretary.

1. *Rates on Lumber and Shingles from Pacific Coast Points to Central Freight Association Territory.*

The meeting was called for the purpose of lining up rates on lumber, shingles, etc., from Pacific Coast points to Central Freight Association territory via Chicago, Peoria and East St. Louis.

The following was adopted:

Resolved, That we recommend to the Central Freight Association that a joint request be made upon the Trans-Continental Lines to publish specified through rates, based on lowest combinations, on Lumber and Shingles, in carloads, from Pacific Coast points to Central Freight Association territory, same to be prorated on agreed divisions east and west via Chicago, Peoria and St. Louis, with the local rates

east of Chicago, Peoria and St. Louis as a maximum, the rates to be subject to Official Classification minimums.

It was the understanding that when this recommendation is submitted to the Central Freight Association, it will be with the suggestion that a committee be appointed, consisting of three representatives from each of the gateways, to agree upon the best means or methods of having these tariffs published.

Resolved, That until this question is adjusted between the Central Freight Association and the Trans-Continental railroads, proportional rate of 7½ cents per 100 lbs., be applied on shipments of lumber, shingles, etc., in carloads, from Pacific Coast points to the following points in Central Freight Association territory, viz.:

Brazil, Ind.; Brown's Valley, Ind., Carbon, Ind.; Cayuga, Ind.; Coal Bluff, Ind.; Ellsworth, Ind.; Grant, Ind.; Guion, Ind.; Hillsdale, Ind.; Ladoga, Ind.; Rosedale, Ind.; Sand Creek, Ind.; Terre Haute, Ind.; Waveland, Ind.

Resolved, That the Chicago Committee be requested to take up the subject with the C. & E. I. R. R. and C. I. & L. Ry., requesting them to maintain agreed rates.

2. *Rates on Grain and Grain Products, in Carloads, from East St. Louis and Upper Mississippi River East Bank Points to Central Freight Association Territory.*

Correspondence was presented relating to rates proposed in Central Freight Association Advice Letter No. F-664, on grain and grain products, in carloads, from East St. Louis and Upper Mississippi River east bank points to Central Freight Association territory, the proposed rates to a number of points in Michigan being considerably lower than the authorized rates from Chicago to the same points.

The following was adopted:

Resolved, That the questions raised in the correspondence regarding rates on grain and grain products, in carloads,

from East St. Louis and Upper Mississippi River east bank points, be referred to a subsequent meeting of the Chicago, Peoria and St. Louis Committee, together with representatives of the Upper Mississippi River roads and across lake lines, said meeting to be called by Chairman Tucker.

It was suggsted that this meeting be held at Chicago on Friday, November 23rd, 1900.

On motion, adjourned.

H. M. Griggs, Chairman.

B. E. Connell, Secretary.

Above exhibit is marked "Complainant's Exhibit Fraser No. 775."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning rate on lead ore, East St. Louis to Trunk Line points, through St. Louis gateway; as follows (3208):

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, March 28, 1900.

Please refer to file Inf. 2089.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—It is claimed that some of the eastbound roads from East St. Louis intend establisihng rates on lead ore to Trunk Line western termini on basis 17½ cents Chicago to New York, construing that Information No. 2089 on pig lead and spelter authorizes such rates. The understanding of this office is that the 17½ cent basis referred to will only be applied on pig lead and spelter as named in Information 2089, and all lines at East St. Louis which have published

tariffs naming lead ore rates subject to said basis should revise them without delay.

Yours very truly,

J. F. Tucker, Chairman.

March 29, 1900.
3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—I have your wire 28th, as follows:

"Please advise if you have succeeded in having all East St. Louis lines cancel application of Pig Lead rates to Western Termini on Lead Ore, subject to seventeen-cent basis, Chicago to New York."

I have not received any other communication from you on the above subject, but I did receive a letter from one of the members with a quotation from you, as follows:

"It is not the understanding of this office that Pig Lead and Spelter basis in Information 2089 applies on Lead Ore or other Commodities except those specifically mentioned therein. It has not been the rule to reduce the basis on Lead Ore when Pig Lead and Spelter rates were changed."

At the close of Conference Meeting, 28th, called by your Advice Letter E-926½, the question was submitted to the St. Louis Committee (a majority being present) as to whether *Lead Ore*, C. L. should be eliminated from Special Notice No. 977, March 15th, 1900, and be governed by rate named in C. F. A. Information No. 1864, Special Notice No. 920, December 18th, 1899, East St. Louis to Western Termini, 16 cts. per 100, while the authorized rate on Pig Lead and Spelter, C. L., is 13½ cts per 100 lbs., as per Information No. 2089.

After a general discussion of the esubject, it was the sense of the Committee, that as Lead Ore, Pig and Spelter rate was the same in Information No. 1864 and as there were certainly no good reasons why the rate on Lead Ore

should be higher than on Pig Lead and Spelter, that Special Notice No. 977 on these articles remain in effect.

In connection with the above I desire to call your attention to the fact that no Information has been received at this office correcting the rates on Pig Lead and Spelter to C. F. A. Points other than Western Termini, some of which are higher than to Western Termini. See your No. 1864 and 2089.

I trust that above action will be satisfactory.

Respectfully,

Chairman.

April 20, 1900.

3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—At meeting of this Committee, held the 18th inst., the subject of rates on Lead Ore, C. L., from East St. Louis, Ill., to the Trunk Line territory was considered, and the following action was taken:

Whereas, The rates on Pig Lead and Spelter, C. L., to Trunk Line Territory is authorized on basis of 17½ cts. per 100 lbs., Chicago to New York, be it, therefore,

—Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Assn., that they authorize rates on Lead Ore, C. L., from East St. Louis to points east of the Western Termini of the Trunk Lines on basis of 17½ cents per 100 lbs., Chicago to New York, usual differences to other Eastern Points, effective on legal notice.

Please submit the above proposition to your Association for vote, advising this office as early as practicable decision reached, greatly obliging ,

Yours truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, April 23, 1900.

Subject:—Proposed basis for rates on Lead Ore, C. L., East St. Louis to Eastern Cities.

Advice Letter No. F-74.

To the General Freight Agents:

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting of this Committee, held the 18th instant, the subject of rates on lead ore, in carloads, from East St. Louis, Ill., to Trunk Line territory, was considered, and the following action taken:

'Whereas, The rates on pig lead and spelter, C. L., to Trunk Line territory is authorized on basis of 17½ cents per 100 lbs., Chicago to New York; be it, therefore,

Resolved, That the roads, members of this committee, individually recommend to the Central Frenght Association that they authorize rates on lead ore, C. L., from East St. Louis, Ill., to points east of the western termini of the Trunk Lines on basis of 17½ cents per 100 lbs., Chicago to New York, usual differences to other eastern points, effective on legal notice.'

Please submit the above proposition to your Association for vote, advising this office as early as practicable decision reached, greatly obliging."

The present rates are on the basis of the Official Classification, viz.: 6th class.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at Union Station, St. Louis, Mo.
No 24 A SG. 3V 48 D. H. DH. DH. DH. DH.

Chicago, Ill., May 3, 1900.

R. M. Fraser, St. Louis, Mo.:

Your letter second file thirty two naught eight just received. We understand endeavor was made by some roads to cancel through rates on pig lead etc. from Missouri River to Eastern Cities but other roads would not agree and such rates are still in effect.

J. F. Tucker. 3:05 P. M.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 15, 1900.
Please refer to File A-213.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Kindly refer to the Chief Inspector's letter to you of June 11th, his A-9829. Your reply is that

"Pig Lead passes through East St. Louis and is entitled to the western through rate, which is 16 cents per 100 lbs."

Information No. 119, Series A, May 13, 1899, which was cancelled by No. 213, abrogates and cancels these rates from the Missouri River. Now kindly advise me what authority there is for the application of any proportional or local rate of 16 cents from East St. Louis on pig lead. Information No. 119 stated that rate only applied on lead from the Missouri River points—it was not through Missouri River points, but from those points, and Missouri River points are known as Kansas City, Leavenworth, St. Joseph and Omaha.

Kindly have your committee reconsider this subject and advise me what action is taken, thus obliging,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor, Monadnock Block.

Chicago, June 19, 1900.

Please refer to file A-213.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:— Yours of the 18th, your 3208. The personal circular letter of November 27, 1899, simply states about the lead and spelter rates from Missouri River points. I cannot find your letters of January 17th and 19th or my reply of the 18th, but evidently none of them will authorize the 16c rate as proportional on lead that stops at St. Louis and is then reconsigned or that stops and is not reconsigned —it only applies on through lead from specified points.

Kindly refer to Informtion No. 119, Series A, of March 13, 1899—the proportional rate authorized there is 18.9 to New York, but it is cancelled by No. 213-A of October 5, 1899.

Now kindly refer me to some authorization of the action of the St. Louis lines in naming a 16c rate on lead from East St. Louis. Not being able to get the western lines to withdraw the 25c through rate from Kansas City and other Missouri River points (and by other Missouri River points is meant Leavenworth, St. Joseph and Omaha), this office has ruled that it would not object to any lines participating in that rate; but the authority for the action of the St. Louis lines is what I am after. Kindly advise.

Yours very truly,

J. F. Tucker, Chairman.

June 21, 1900.
3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 19th, file A-213.

As you cannot find my letters Jan. 17th and 19th and yours Jan. 18th, I attach copies, which I trust will be of some interest in connection with the present controversy.

It is my understanding that you admit there was a Proportional Rate authorized and now in effect on Pig Lead, Spelter, etc., from East St. Louis to New York, 19 cts., Philadelphia 17 cents, and Baltimore 16 cts. per 100 lbs., on shipments from Missouri River points, Joplin, Rich Hill, etc., and that the only question under consideration is the use or application of said Proportional Rates on the shipment referred to in letters May 31st and June 11th, file A-9829, from the Chief Inspector.

If the above is a correct statement of the case, I cannot do more than refer you to the action of the Committee at meeting 5th inst., at which time the subject was carefully considered and resolution adopted as follows:

"Resolved, That reply be made to Mr. Rainer that Pig Lead passes through St. Louis and does not originate at St. Louis and is entitled to the Western Divisions of the published through rate, which is 16 cents."

I trust that this will be regarded as a satisfactory reply.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, June 23, 1900.

Please refer to file A-213.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I am in receipt of your favor of the 21st, your

file 3208, and cannot understand how the St. Louis Committee can possibly consider that in view of an unauthorized rate of 25 cents from Kansas City, St. Joseph, Leavenworth and Omaha, which it was impossible to have cancelled, and, therefore, the eastbound lines were authorized to participate in such rate if they should so elect, therefore that they should consider the proportional rate on that Kansas City freight should be the local rate from East St. Louis—not only the local rate from East St. Louis, but the proportional one, regardless of where the freight came from.

My understanding of the intent of the executives, supplemented by the action of the St. Louis, Peoria and Chicago eastbound lines at meeting held here Thursday, is that all these irregular matters shall be straightened out and corrected.

Please at your next meeting have this matter again considered by your Committee. The proportional rate on the lead of 19 cents to New York, 17 to Philadelphia and 16 to Baltimore should apply only on shipments from Missouri River points and not any others. The rate from Joplin, Rich Hill, etc., should be about 36 cents and the proportional rate on this latter should be from East St. Louis about 25 cents. Any through rates needed outside of the rate fixed from Kansas City should be a matter of application through the western roads.

Yours very truly,

J. F. Tucker, Chairman.

July 3, 1900.
3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir: In reply to your leter of June 23rd, file A-213, and previous correspondence regarding subject of rates on Pig Lead, etc.

This is to advise that I submitted the matter to the Committee at meeting of 29th ult., and it was:

Resolved, That the subject be laid on the table.

Yours very truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 5, 1900.

Please refer to file A-213.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I have your favor of the 3rd, your 3208. Tabling this matter does not seem to dispose of it. The executive officers of the eastbound roads from St. Louis, Peoria and Chicago have instructed that the authorized tariff rates and authorized proportions of authorized through rates should be maintained. Now there is no authorization on the subject of our correspondence excepting on shipments from Kansas City; therefore, from all other points is unauthorized and should be cancelled and stopped.

Please present this letter to your Committee and advise what further action they take.

Yours very truly,

J. F. Tucker, Chairman.

July 30, 1900.

3208.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to yours July 5th, file A-213, and other recent correspondence on the subject of rates on Pig Lead, Spelter, etc.

This correspondence was again brought to the attention of the Committee at their meeting 27th inst., and after careful consideration the following resolution was adopted.

"Resolved, That the Chairman write Chairman Tucker in answer to his recent letters regarding rates on Pig Lead, Spelter, etc., from East St. Louis, informing him that the subject was once more brought to the attention of the St. Louis Committee, and they intend to continue the present rate just as long as present rates remain in effect from Kansas City.

Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 1, 1900.

Please refer to file A-213.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir: I am in receipt of yours of the 30th ultimo, your 3208:

The St. Louis Eastbound Freight Committee certainly do not take the right position in relation to this matter. The only authorization is on pig lead, spelter, etc., in which they can participate in the through rates from Kansas City. Now any departure from this is individual action by the committee, and you can readily see where such action will land us if it is to be considered the proper way to do. I do not know than I can say any more than I have. I am only playing for the defense of revenue. If 16 cents is a good rate from St. Louis, you see what the result will be at Chicago and other points; and on the St. Louis Committee must rest the responsibility.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 776."

Complainant offers in evidence correspondence between the officials of the Central Freght Asociation and the St. Louis Eastbound Freight Committee, relating to rates on Brick, East St. Louis to Trunk Line territory; as follows (3252):

July 30, 1900.
3170.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—At meeting 27th inst., a letter was presented from one of the St. Louis brick companies, as follows:

"We have been asked to quote a price on enamelled brick for the Underground Railway Co., at New York City. About 4,000,000 enameled brick, or 24,000,000 lbs., will be required. The present rate, namely, 35 cts. per cwt. from East St. Louis, with a minimum of 30,000 lbs., or 37c from our works at Howard's, is prohibitory; in other words, we cannot secure the business or any part of it by using the present tariff. We therefore ask that we be given the pressed brick rate on enameled brick, and that it be made permanent.

We, on our part, will agree to load to 40,000 lbs. capacity and to release to a valuation of $5.00 per ton in consideration of same.

For your information, we beg to advise that our principal competition will be from factories located in the east, who will make deliveries by water. For the last two years we have figured on enameled brick from Eastern points, and have been unable to secure an order on account of the freight rate. Kindly give this matter your immediate attention, and oblige."

After due consideration, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Assn. that they authorize rates on Enameled Brick, C. L., minimum

weight 40,000 lbs. (released to a valuation of $5.00 per ton), from East St. Louis to points east of Western Termini of the Trunk Lines, on basis of 26 cts. per 100 lbs., East St. Louis to New York, effective on Legal Notice.

The rate at present on Enameled Brick, C. L., minimum weight 30,000 lbs., is 5th class. If you will be so kind as to submit the proposition for vote by letter, advising result as early as possible, you will very much oblige,

Yours respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, July 31, 1900.

Subject:—Proposed rates on Enameled Brick, C. L., from East St. Louis, Ill., to Eastern cities.

Advice Letter—No. F-403.

To the General Freight Agents:

The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At a meeting 27th instant a letter was presented from one of the St. Louis brick companies as follows:

'We have been asked to quote a price on enameled brick for the Underground Railway Co. at New York City. About 4,000,000 enameled brick, or 24,000,000 lbs., will be required. The present rate, namely 35 cents per 100 lbs., from East St. Louis, with a minimum of 30,000 lbs., or 37 cents from our works at Howard's, is prohibitory. In other words, we cannot secure the business, or any part of it, by using the present tariff. We therefore ask that we be given the pressed brick rate on enameled brick, and that it be made permanent.

We, on our part, will agree to load to 40,000 lbs. capacity and to release to a valuation of $5.00 per ton in consideration of same. For your information, we beg to ad-

vise that our principal competition will be from factories located in the east, who will make delivery by water. For the last two years we have figured on enameled brick for eastern points, and have been unable to secure an order on account of the freight rate. Kindly give this matter your immediate attention, and oblige."

After due consideration, it was

'Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Association that they authorize rates on enameled brick, C. L., minimum weight 40,000 lbs. (released to a valuation of $5.00 per ton), from East St. Louis, Ill., to points east of the western termini of Trunk Lines on basis of 26 cents per 100 lbs., East St. Louis to New York, effective on legal notice.'

The rate at present on enameled brick, C. L., minimum weight 30,000 lbs., is 5th class. Kindly submit for early vote."

The present rate is as stated.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 7, 1900.

Please refer to file F-403.

Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.:

Dear Sir:—With reference to your favor of the 30th ultimo, applying for rates on eneameling brick, carloads, from East St. Louis to New York, on basis of 26 cents per 100 lbs.

This proposition was submitted for views of Central Freight Association lines by Advice Letter F-403, with re-

sult that there is a decided opposition to the approval thereof, and the application cannot therefore be granted. It is held that enameled brick is manufactured at various other points in Central Freight Association territory, and any reduction from East St. Louis from the established Official Classification basis will involve corresponding decrease from other points, which it is not thought wise at this time to make.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, March 10th, 1900.

Subject:—Disposition of proposed rates on Enameled Brick, C. L., from East St. Louis, Ill., to eastern cities.

Advice Letter—No. F-429.

To the General Freight Agents:

Gentlemen:—Referring to Advice Letter No. 403, dated July 31, 1900, application for rates on enameled brick, in carloads, minimum weight 40,000 lbs., from East St. Louis, Ill., to point east of the western termini of Trunk Lines on basis of 26 cents per 100 lbs., East St. Louis to New York.

After further investigation, roads interested individually advise that it has been decided not to make effective the rates on basis applied for in the Advice Letter above referred to.

Yours very truly,

J. F. Tucker, Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Aug. 29, 1900.

File 3170.

To the Members of the Freight Committee:

Gentlemen:—I attach two copies of letters, 28th and 29th,

from the Hydraulic-Press Brick Co., in line with the resolution adopted at meeting 14th inst., as follows:

"Resolved, That the Chairman take the matter up with the interested parties, showing them the correspondence and have them ouline an argument for resubmitting the matter to the Central Freight Association, and that Chairman Fraser report his progress to the Committee at the next regular meeting or at a Special Meeting, if necessary."

Unless you see proper to consider this subject at Special Meeting, 31st inst., it will be on docket for regular meeting, which should be held Tuesday, Sept. 4th.

Respectfully,

R. M. Fraser, Chairman.

P. S:—This correspondence sent only to the resident members.

Aug. 31, 1900.

3170.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Referring to C. F. A. Advice Letter F-403, July 31st and F-492, regarding rate on Enameled Brick. At a Special Meeting of the Committee, today, the subject was further considered in connection with letters Aug. 28th and 29th from the Hydraulic-Press Brick Co., St. Louis, and resolution of July 27th was again adopted as follows:—

"Resolved, That the Individual Roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize rates on Enameled Brick, C. L., minimum weight 40,000 lbs., (released to a vaulation of $5.00 per ton), from East St. Louis to points east of Western Termini of the Trunk Lines on basis of 26 cts. per 100 lbs., East St. Louis to New York, effective on Legal Notice."

The rate at present on Enameled Brick, C. L., minimum

weight 30,000 lbs., is 5th class. Special attention is called to the proposed increased minimum C. L. weight and to the released valuation, also the fact that the present rate on Building, Pressed and Salt Glazed Brick is 23 cts. per 100 lbs., E. St. Louis to New York City as per C. F. A. Information No. 410, Aug. 14th, 1900.

The information given in the letters 28th and 29th, copies attached, in connection with the points mentioned above certainly warrant a reconsideration of the subject and authority granted, for the rate named.

Please give it your prompt attention advising result as early as possible.

Respectfully,

Chairman.

The Hydraulic-Press Brick Co.

Copy. St. Louis, Mo., Aug. 28, 1900.

Re. your file 3170.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, 404 Union Station, City.

Dear Sir:—We have your favor of August 16, and note that the Central Freight Ass'n have reported unfavorably on our petition for a 26 cent rate to apply on Enameled Brick, from East St. Louis to New York City. We also note that your Committee further considered the proposition and suggested that we present more data with a view of your making another effort.

Since receiving your letter, and meeting you, we have canvassed the territory lying between the Missouri River and the Atlantic Coast for the purpose of advising you of the number and location of all Enameled Brick Plants situated in this territory, with the following result:—

List of Enameled Brick Plants.	Location.	Distant from New York City.
No. 1 The American Enamel Brick & Tile Co.	South River, N. J.	About 30 miles
No. 2 The Alumina Shale Brick Co.	Bradford, Pa.	About 418 miles
No. 3 The Bradford Enameling Company	Lewis Run, Pa.	About 424 miles
No. 4 The Freeport Enameling Company, Freeport and Allegheny, Pa.		About 410 miles
No. 5 The Andrew Ramsey Enamel Brick Co.	Mt. Savage, Md.	About 378 miles
No. 6 The Penn. Enamel Brick Company	Oakes, Pa.	About 110 miles
No. 7 The Sayre & Fisher Co.	Sayreville, N. J.	About 31 miles
No. 8 Charles Taylor Sons' Co.	Cincinnati, O.	About 780 miles
No. 9 The Tiffney Enamel Brick Co.	Momence, Ill.	About 920 miles
No. 10 The Penn. Buff Brick & Tile Co.	Newark, N. J.	About 12 miles
No. 11 The Harris Enameled Brick Co.	Zanesville, O.	About 670 miles
No. 12 The Hydraulic-Press Brick Co.	St. Louis, Mo.	About 1070 miles

Of the above, Nos. 2, 3, 4, 6, 8, 10 and 11 are small concerns who do not bid on large contracts at any point and never meet us in competition in New York City. No. 4 has been burned down and we doubt if it will be re-built. This practically reduces the number of Enameled Brick Plants to five, namely; No's. 1, 5, 7, 9 and 12. Nos. 1 and 7 are located on the Atlantic Coast about thirty miles from New York City. No. 7 owns its own vessels and reaches every coast town by water; and while we are not sure, believe that No. 1 ships a considerable portion of its product in the same manner. We also believe that these concerns get reduced rates to Lake Towns on account of water competition. No. 5 is the only enameled brick plant in the Central Freight Territory, and is located on the main line of the B. & O. Railroad, about 378 miles from New York City. The Pennsylvania Railroad Company might haul its product as a branch of this road Mt. Savage, but it would be a roundabout way. The other two plants are Nos. 9 and 12, No. 9 being the Tiffany, which would take the Chicago rate and No. 12 being ours.

We cannot therefore understand the position taken by the Central Freight Ass'n in opposing our application, as there is only one plant in their territory, and this plant is practically located on one line.

In the Spring of this year the Government advertised for bids on Enameled Brick for use in the construction of the Government Printing Office at Washington, and only the following four concerns bid: Nos. 1, 5, 7 and 12. No. 5 secured the contract. We were the next lowest and No. 7 was the highest.

For two years we have figured on Enameled Brick contracts for New York City, Baltimore, Philadelphia, Washington, Boston, Niagara Falls, Rochester and Cleveland and have failed in each and every instance to secure contracts, No. 1, No. 5. No. 7 or brick of English manufacture being used.

We are now asked to quote on twenty-four million pounds of Enameled Brick for New York City, and it will be a mere waste of time for us to make a bid if we are compelled to use the present freight rate.

We have expended a large amount of money in the erection of what we believe to be the largest and most complete enameled brick plant in this country and we trust that you will be able to convince the Central Freight Ass'n that the rate we ask for, is necessary in order to keep this plant in operation, thereby creating business for both the Railroad Companies and ourselves. The demand for enameled brick is increasing, and it is our intention to get our share of the business; and if we cannot get what we consider fair treatment in the way of freight rates, we will be compelled in self-defense to convert one of our Eastern Pressed Brick Plants into an Enameled Brick Manufactory. The plant we have in mind is so situated that shipments can be made by rail or water to all Atlantic Coast towns.

We desire to thank your Committee for their action in

this matter and trust that they will be able to induce the Central Freight Association to reconsider the position they have taken.

Very truly yours,

Hydraulic-Press Brick Co.
F. H. Dukes, Ass't.Sec'y.

St. Louis, Mo., Aug. 29, 1900.

Mr. R. M. Fraser, Chairman, St. L. E. B. F. Com., City.

Dear Sir:—We have just been advised by our New York Agents that Messrs. Sayre & Fisher and the American Enamel Brick & Tile Co., located in New Jersey, about thirty miles from New York, have both rail and water facilities, but ship almost entirely by water. They further mention the fact that the English manufacturers will figure a very low price on the Enameled Brick for the Underground Railroad and for that reason we ask that if it is possible, you secure for us a lower rate on enameled brick than that we ask for.

Yours truly,

Hydraulic-Press Brick Co.,
F. H. Dukes, Ass't Sec'y.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, Ill., September 1, 1900.

Subject:—Proposed basis for rates on Enameled Brick, C. L., East St. Louis, Ill. to eastern cities.

Advice Letter:—No. F-500

To the General Freight Agents,

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"Referring to C. F. A. Advice Letter No. F-404, July

31st and F-492, regarding rates on enameled brick:

At a special meeting of the Committee today (Aug. 31) the subject was further considered in connection with letters August 28th and 29th from the Hydraulic-Press Brick Co., St. Louis, and resolution was again adopted as follows:

'Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Association that they authorize rates on enameled brick, C. L., minimum weight 40,000 lbs. (released to a valuation of $5.00 per ton), from East St. Louis, Ill. to points east of the western termini of Trunk Lines on basis of 26 cents per 100 lbs., East St. Louis to New York, effective on legal notice.'

The rates at present on enameled brick, C. L., minimum weight 30,000 lbs., is 5th class. Special attention is called to the proposed increased minimum carload weight and to the released valuation, also to the fact that the present rate on building, pressed and salt glazed brick is 23 cents per 100 lbs. East St. Louis to New York City, as per Information No. 410, Series A, August 14, 1900.

The information given in the letters 28th and 29th (copies attached), in connection with the points mentioned above certainly warrant a reconsideration of the subject and authority granted, for the rate named.

Please give it your prompt attention, advising result as early as possible."

As a matter of information would state that the foregoing proposition was previously submitted by Advice Letter No. F-403 July 31st, and in view of the vote thereon declined by Advice Letter No. F-429.

The present rates are on basis of 35 cents per 100 lbs. East St. Louis to New York.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,

Enclosure. J. F. Tucker, Chairman.

A-L. No. F-500, Page 2. Copy.

The Hydraulic-Press Brick Co.

St. Louis, Mo., Aug. 28, 1900.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Com., 404 Union Station, City.

Dear Sir:—We have your favor of August 16th and note that the Central Freight Association have reported unfavorably on our petition for a 26 cent rate to apply on enameled brick from East St. Louis to New York City. We also note that your Committee further considered the proposition and suggested that we present more data with a view of your making another effort.

Since receiving your letter and meeting you, we have canvassed the territory lying between the Missouri River and the Atlantic Coast for the purpose of advising you of the number and location of all enameled brick plants situated in this territory with the following result:

List of Enameled Brick Plants.	Location.	Distance from New York City.
No. 1 The American Enamel Brick & Tile Co.	South River, N. J.	About 30 miles
No. 2 The Alumina Shale Brick Company	Bradford, Pa.	About 418 miles
No. 3 The Bradford Enameling Company	Lewis Run, Pa.	About 424 miles
No. 4 The Freeport Enameling Company, Freeport and Allegheny, Pa.		About 410 miles
No. 5 Andrew Ramsey Enamel Brick Co.	Mt. Savage, Md.	About 378 miles
No. 6 Penn. Enamel Brick Co.	Oakes, Pa.	About 110 miles
No. 7 Sayre & Fisher Co.	Sayreville, N. J.	About 31 miles
No. 8 Chas. Taylor Sons' Co.	Cincinnati, O.	About 780 miles
No. 9 The Tiffany Enamel Brick Company	Momence, Ill.	About 920 miles
No. 10 Penn. Buff Brick & Tile Co.	Newark, N. J.	About 12 miles
No. 11 The Harris Enameled Brick Company	Zanesville, O.	About 670 miles
No. 12 The Hydraulic-Press Brick Company	St. Louis, Mo.	About 1070 miles

Of the above, Nos. 2, 3, 4, 6, 8, 10 and 11 are small concerns who do not bid on large contracts at any point

and never meet us in competition in New York City. No. 4 has been burned down and we doubt if it will be rebuilt. This practically reduces the number of enameled brick plants to five, namely; Nos. 1, 5, 7, 9 and 12. Nos. 1 and 7 are located on the Atlantic Coast about thirty miles from New York City., No. 7 owns it own vessels and reaches every coast town by water, and while we are not sure, believe that No. 1 ships a considerable portion of its product in the same manner. We also believe that these concerns get reduced rates to Lake towns on account of water competition. No. 5 is the only enameled brick plant in the Central Freight Association territory, and is located on the main line of the B. & O. R. R. about 378 miles from New York City. The Pennsylvania Railroad Company might haul its product, as a branch of this road Mt. Savage, but it would be a round-about way. The other two plants are Nos. 9 and 12. No. 9 being the Tiffany, which would take the Chicago rate and No. 12 being ours.

We cannot therefore understand the position taken by the Central Freight Association in opposing our application, as there is only one plant in their territory, and this plant is practically located on one line.

In the Spring of this year the Government advertised for bids on enameled brick for use in construction of the Government Printing Office at Washington, and only the following four concerns bid: Nos. 1, 5, 7 and 12. No. 5 secured the contract. We were the next lowest and No. 7 was the highest.

For two years we have figured on enameled brick contracts for New York City, Baltimore, Philadelphia, Washington, Boston, Niagara Falls, Rochester and Cleveland and have failed in each and every instance to secure contracts, No. 1, No. 5, No. 7 or brick of English manufacture being used.

We are now asked to quote on 24,000,000 pounds of enameled brick for New York City, and it will be a mere waste of time for us to make a bid if we are compelled to use the present freight rate. We have expended a large amount of money in the erection of what we believe to be the largest and most complete enameled brick plant in this country and we trust that you will be able to convince the Central Freight Association that the rate we ask for is necessary in order to keep this plant in operation, thereby creating business for both the railroad companies and ourselves. The demand for enameled brick is increasing and it is our intention to get our share of the business, and if we cannot get what we consider fair treatment in the way of freight rates, we will be compelled in self-defense to convert one of our eastern pressed brick plants into an enameled brick manufactory. The plant we have in mind is so situated that shipments can be made by rail or water to all Atlantic coast towns

We desire to thank your committee for their action in this matter and trust that they will be able to induce the Central Freight Association to consider again the position they have taken.

Very respectfully yours,
(Signed) Hydraulic-Press Brick Co.
F. H. Dukes, Asst. Sec'y.

St. Louis, Mo., Aug. 29, 1900.

Mr. R. M. Fraser, Chrm., St. L. E. B. Frt. Com., City.

Dear Sir:—We have just been advised by our New York agents that Messrs. Sayre & Fisher and the American Enamel Brick & Tile Co., located in New Jersey, about thirty miles from New York, have both rail and water facilities, but ship almost entirely by water. They further mention the fact that the English manufacturers will figure a very low price on the enameled brick for the Underground Rail-

road and for that reason we ask that if it is possible you secure for us a lower rate on enameled brick than that we ask for.

Yours very truly,

(Signed) Hydraulic-Press Brick Co.

F. H. Dukes, Ass't. Sec'y.

Sept. 18, 1900.
3170.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Referring to your Advice Letter F-500, Sept. 1st, "Enameled Brick."

If possible please let me have information on this subject by Thursday, 20th, night mail, and much oblige,

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 20, 1900.

Please refer to file F-500.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—In reply to your favor of the 18th instant, file 3170, would advise that we expect to be able to telegraph you tomorrow morning just what decision is reached with reference to rates on basis of 26 cents per 100 lbs. East St. Louis to New York on enameling brick, carloads.

Commissioner Bullen has written us position of the Trunk Lines in the matter but letter will not be received until tomorrow morning. Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 8, 1900.

Please refer to file F-500

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—It is stated that some of the initial lines from East St. Louis are about to make a rate of 23 cents to Baltimore on enameled brick, carloads from East St. Louis based on Information No. 423-A.

If such action is taken it will be entirely incorrect as rate of 26 cents applies only to New Yory City and is not to be used as a basis for making rates to other eastern cities. It seems to me essential that all East St. Louis lines should clearly understand this matter so as to avoid trouble in future. Yours very truly,

J. F. Tucker, Chairman.

P. S: Please see that this is understood.

Oct. 13, 1900.

3170

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 8th, file F-500, was read at meeting yesterday and all members present denied having authorized the use of reduced rate basis to any point except New York City.

Will you please give me what information you have in connection with rate to Baltimore, etc.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 15, 1900.
Please refer to file F-500

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Acknowledging receipt of your favor of the 13th instant, file 3170, would state that as investigation develops that no roads are going to issue to other eastern cities rates on enameled brick subject to rate of 26 cents per 100 lbs., East St. Louis to New York as authorized by Information No. 423, series A, the matter may be considered disposed of. Our information on the subject was merely statement made by a St. Louis line without going into details.

Yours very truly,
J. F. Tucker, Chairman.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Oct. 16, 1900.
File 3170.

To the Members of the Freight Committee,

Gentlemen:—At meeting of the Freight Committee, Oct. 12th, subject of Rates on Enameled Brick, C. L., East St. Louis to New York City was considered and the following action taken.

Resolved, That the Chairman issue Circular Letter to the effect that the rate of Enameled Brick, C. L., viz: 26 cts. per 100 lbs., named in Special Notice No. 1029, Central Freight Ass'n Information No. 423, series A, applies on this traffic from East St. Louis to New York City, *only*,

and this authority is not to be used as a basing rate either from or to other points.

Please be governed accordingly.

Yours truly,

R. M. Fraser, Chairman.

April 5, 1901.

3252.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—At meeting of the Committee this A. M., application for reduction in rate on Enameled Brick, C. L. was considered and it was:—

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n., that they authorize rates on Enemeled Brick, C. L., released to a valuation of $5.00 per ton, minimum weight 40,000 lbs. on same basis as are at present in effect on Pressed Brick, C. L. from East St. Louis to C. F. A. and Trunk Line Territory, effective on legal notice.

Will you kindly place this matter before your Ass'n advising decision reached at your earliest convenience and oblige,

Yours truly,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, Ill. April 6, 1901.

Subject:—Proposed basis for rates on Enameled Brick, C. L., from East St. Louis, Ill. to Central Freight Association and Trunk Line Association territories.
Advice Letter No. G-78.

To the General Freight Agents,

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting of the Committee April 5th, application for reduction in rates on enameled brick, in carloads, was considered, and it was

'Resolved, That the individual roads, members of this committee, recommend to the Central Freight Association, that they authorize rates on enameled brick, C. L., released to a valuation of $5.00 per ton, minimum weight 40,000 lbs., on same basis as is at present in effect on Pressed Brick, C. L., from East St. Louis, Ill. to Central Freight and Trunk Line Association territory, effective on legal notice."

Will you kindly place this matter before your Association, advising decision reached at your earliest convenience, and oblige.

The present rates on Pressed Brick are: From East St. Louis to Trunk Line Association points on basis of 23 cents per 100 lbs., East St. Louis to New York; From East St. Louis to Central Freight Association points as authorized by Information No. 2727.

The present rates on Enameled Brick are: From East St. Louis to New York City, only, 26 cents per 100 lbs.; and from East St. Louis to other Trunk Line Association points on basis of the Official Classification, viz: 5th class.

Please note on the enclosed blank your views as to the foregoing proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, April 18, 1901.

Subject:—Disposition of various applications for rates. Advice Letter No. G-109.

To the General Freight Agents,

Gentlemen:—Referring to the following Advice Letters:

No. G-67, dated April 1, 1901, application to apply scrap iron rate, viz: $2.70 per gross ton on the "Ferris Wheel," from Chicago, Ill to Buffalo, N. Y.

No. G-78, dated April 6, 1901, application for rates on enameled brick, in carloads, from East St. Louis, Ill. to Central Freight and Trunk Line Association points.

No. G-91, dated April 11, 1901, application for various rates on lime, in carloads, from Sandusky, Ohio to Mansfield, Shelby, etc., Ohio.

After further investigation, roads interested individually advise that it has been decided not to make effective the rates proposed in the Advice Letters above referred to.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 18, 1901.

Please refer to file G-78.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Frt. Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 5th instant, file 3252, filing application of the St. Louis Committee for reduction in rates on enameling brick, carloads, released to valuation of $5.00 per ton, minimum weight 40,000 lbs., to same basis as at present in effect on pressed brick, C. L., from East St. Louis to Central Freight and Trunk Line Association territories.

This application was submitted by Advice Letter G-78 with result that C. F. A. lines are decidedly opposed to same. Furthermore, Commissioner Bullen of the Trunk Line Asciation advises that the roads members thereof do not concur in authorization of proposed rates for the reason that

"as important industries of this character are in Trunk Line Territory, any reduction in these rates will affect these

industries and necessitate a corresponding reduction in the rates from such points.

It was also claimed that there is no commercial necessity for the proposed rate, and that the price of enameled brick is much in excess of common or pressed brick.

It was further stated that if this reduction is put in effect eastbound, an application would be made for similar reduction westbound."

The application is therefore declined.

Yours very truly,

J. F. Tucker, Chairman.

THE WESTERN UNION TELEGRAPH COMPANY.

246-C.

3560 CI Leo Aq 54 DH pass

Received at 412 & 414 Pine Street, St. Louis Mo.

11-11-1904.

Dated Chicago, Ill. 11

To R. M. Fraser, St. Louis, Mo.

Please place before your Committee for consideration question of restoring to official classiffication basis rates on enameled brick, carloads, from East St. Louis to Eastern Cities. Subject will be considered by Association next week and desire to have views of your Committee upon proposition by that time as Eastern roads ask Official Classification basis be restored.

J. F. Tucker.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 12, 1904.

Please refer to file 9757.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Yesterday I telegraphed you as follows:

"Please place before your committee for consideration question of restoring to Official Classification basis rates on enameled brick, carloads, from East St. Louis to Eastern Cities. Subject will be considered by Association next week and desire to have views of your committee upon proposition by that time as eastern roads ask Official Classification basis be restored."

In explanation thereof would state that the Trunk Line Association roads object to the special rates being in effect on enameled brick, carloads, from any Central Freight Association points to eastern cities, because the rates on like traffic from Trunk Line territory to Central Freight Association points are on Official Classification basis. They therefore ask that the special rates from East St. Louis and Momence, on basis of 22½ cents to New York from Chicago, be cancelled. We have asked the initial lines at Momence if they favor the proposition and will be pleased to have you inform us by Tuesday, next, if practicable, whether or not the St. Louis Eastbound Freight Committee lines consent to restore the Official Classification basis on enameled brick from East St. Louis to eastern cities.

Yours very truly,

J. F. Tucker, Chairman.

Nov. 22, 1904.
3252.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Referring to your letter 12th, file 9752. Some of the members requested me to procure from you a copy of the Trunk Line Ass'n letter on the subject of cancelling Special rate on Enameled Brick, authorized by CFA. Info. 1234-A. Please send by mail tomorrow, Wednesday 23rd and oblige.

Yours respectfully,

Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 23, 1904.

Please refer to file 9757.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—As requested in your letter of the 22nd inst., file 3252, I send you herewith copy of Commissioner Bullen's letter of the 12th inst., to us concerning rates on enameled brick, carloads, from East St. Louis and Momence to New York City.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

COPY.

TRUNK LINE ASSOCIATION.

New York, Oct. 12, 1904.

Mr. J. F. Tucker, Chairman, Central Freight Association, Chicago.

Dear Sir:—Referring to your Information No. 1234, Series A, "Rates on Brick, etc:"

At meeting of the Trunk Line Committee on the 11th instant attention was called to the commodity rate authorized therein from points in your territory to eastern points, on Conduits Clay, on the basis of 20 cents per 100 lbs., Chicago to New York, while the westbound rates on this commodity are on the basis of $4.50 per net ton, New York to Chicago.

Reference was also made to the rate on Enameled Brick, in carloads, shown in your Information No. 1234, from East St. Louis and Momence to New York City only, on the basis of 22½ cents, Chicago to New York, while the rates

applying on Enameled Brick from Trunk Line territory to points in Central Freight Association territory are on the 5th-class basis, as per Official Classification.

I was instructed to communicate with you in regard to the eastbound rate, above referred to, and state that the Trunk Lines ask that the eastbound rates on Clay Conduits be brought into line with the westbound basis thereon, as above stated, as otherwise it is feared that a corresponding reduction to the present basis in effect eastbound will be forced on westbound shipments of this commodity.

I was also directed to inquire as to the necessity for the application of any basis on Enameled Brick eastbound from East St. Louis and Momence lower than the Official Classification basis which is in effect westbound.

I trust that you will take this matter up with your lines with a view to securing, at an early date, the restoration of the eastbound rates on both Clay Conduits and Enameled Brick to the same basis as is now in effect westbound on these articles.

Kindly favor me with as early advice as practicable as to the action taken.

Yours, etc.,

(Signed) C. W. Bullen, Commissioner.

THE WESTERN UNION TELEGRAPH COMPANY.

Received at 412 & 414 Pine St., St. Louis, Mo.

1647-C. H. WD. 17-D.H.

Chicago, Dec. 2nd-04.

R. M. Fraser, St. Louis, Mo.

Please advise if your lines will restore Official Classification basis *on enameled brick*, C. L. to Eastern cities.

J. F. Tucker.

431-P. M.

THE WESTERN UNION TELEGRAPH COMPANY.

D. H. Answer to D. H.

St. Louis, Mo. Dec. 3, 1904.

J. F. Tucker, Chairman, CFA., Monadnock Block, Chicago, Ill.

Your wire second. At meeting yesterday committee recommended effective on legal notice rate twenty six cents Enameled Brick to New York be cancelled.

R. M. Fraser.

Dec. 5, 1904.

3252.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Your telegram Nov. 11th, letters 12th and 23rd were duly received and subject considered at meeting 2nd with the result that lines interested individually recommend to the Central Freight Ass'n that effective on legal notice, the rate of 26 cts. per 100 lbs,(authorized by CFA. Info. 1234-A) East St. Louis to New York City only, on Enameled Brick, be cancelled.

I wired you substance of this 3rd A. M.

Respectfully,

Chairman.

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, December 8, 1904.

Subject:—Rates on enameled brick, C. L., from Momence and East St. Louis, Ill. to eastern cities.
Advice Letter No. K-197.

To the General Freight Agents,

Gentlemen:—The Trunk Line Association roads request that the rates of 22½ cents per 100 lbs. from Momence, Ill. to New York City and 26 cents per 100 lbs. from East St.

Louis, Ill. to New York City, on enameled brick, carloads, released to valuation of $5.00 per ton, minimum weight 40,000 lbs., as provided by Information No. 1234, Series A, dated September 16, 1904, be restored to Official Classification basis, stating that if this is not done it will be necessary for the Trunk Lines to establish rates on a corresponding basis, namely, 22½ cents per 100 lbs., New York to Chicago, from all Trunk Line Association points to all points in Central Freight Association territory.

The question of whether or not the rates can be cancelled was referred to the initial lines at East St. Louis and Momence, and the former advise that they are willing to cancel the rate referred to, effective on legal notice. The initial lines from Momence advise as follows:

"Your letter, file 9757, December 3rd, in regard to cancellation of rates on enameled brick from Momence on the basis of 22½ cents, Momence to New York. I do not think it will be possible for us to advance this rate to the basis of the Official Classification, which would mean an increase of 7½ cents per 100 lbs., without greatly injuring this industry.

Since the publication of this commodity rate, these people have been able to create a considerable market for their product in the east, and if the rates are advanced, it will, without doubt, greatly reduce the shipments to the east and restrict the factory at Momence to nearby markets, or to markets in the west, which, of course, will greatly curtail their output, because the greatest demand and the best markets for enameled brick are in the larger cities of the east.

The factories with which Momence comes into competition are located almost exclusively in the east, near the large consumers, which can be reached by short hauls and at low freight rates, so that the Momence factory is now at a considerable disadvantage, which would be greatly increased by an advance in rates. It does not appear that the present

rate is unreasonably low, as enameled brick are now used extensively for exteriors and come in direct competition with pressed brick, which enjoys a lower rate, and which in many cases is as valuable as the enameled brick.

I do not know what the conditions at St. Louis are which makes an advance possible, but it is probable as the rates to western territory on enameled brick have recently been reduced that the St. Louis manufacturers expect to market the bulk of their product in the west. I sincerely hope that the present rates may be continued in effect, as I feel that any material advance would mean a loss of revenue to the C. F. A. lines by reason of a reduction in the amount of business offerings."

Please note on the enclosed blank your views as to the continuation of the rate in effect from Momence, and oblige,

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 777."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St. Louis Eastbound Freight Committee concerning agreement of various Committees covering Rates, Rules and Regulations for handling all traffic to and from the Louisiana Purchase Exposition, as follows; being file No. 4199:

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 2, 1903.

Please refer to file 10125.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—The following comes from Commissioner Bullen of the Trunk Line Association:

"At meeting of the Trunk Line Freight Committee on the 30th instant, reference was made to a circular issued by one of the Trunk Lines, stating that in accordance with advices from the Terminal Lines at St. Louis, prepayment will be required of all freight charges, to and within the World's Fair Grounds, on all construction material or other freight consigned to parties within the limits of the St. Louis World's Fair Grounds.

I was requested to take the matter up with you with a view to ascertaining what the switching charges will be at St. Louis on this traffic and also all other necessary information in regard to the subject.

Will you please procure complete information in regard to the matter and furnish me with same as early as practicable."

Will you please send me at the earliest possible moment the information in relation to this matter.

Yours very truly,

J. F. Tucker, Chairman."

"Jan. 3, 1903.

4199.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 2nd, file 10125. This subject has been under consideration by the Committee as you will see by Proceedings Dec. 19 and 26, Nos. 30 and 31.

I will take pleasure in advising you when information is received.

Respectfully, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 26, 1903.

Please refer to file 10228.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Commitee, St. Louis, Mo.

Dear Sir:—Attached hereto is a copy of communication

from Mr. George W. Ristine, Director of Transportation of the St. Louis World's Fair. It really seems to me that the St. Louis Eastbound Freight Committee should take initial action on this subject. All regulations governing the handling of traffic at Chicago during the World's Fair were formulated by the Chicago eastbound roads, and this was also the procedure on traffic for the Pan-American Exposition at Buffalo. We will therefore await advices from you before taking any action upon the question. It probably will be best to have the matter finally considered at the next meeting of the Central Freight Association, unless in the meantime your Committee suggests it be taken up in the form of an advice letter.

Yours truly,

J. F. Tucker, Chairman."

"Copy.

St. Louis, Mo., January 22nd, 1903.

Mr. C. W. Bullen, Commissioner Freight Dept., Trunk Line Association, New York City.

Mr. J. F. Tucker, Chairman Central Freight Ass'n, Monadnock Building, Chicago.

Gentlemen:—Will you kindly bring before your respective associations at the earliest date practicable, the matter of freight rates account of the Louisiana Purchase Exposition (St. Louis World's Fair) to be held May 1st to December 1st, 1904.

Inquiries are now being made from remote portions of the country, and from foreign countries, as to the rates and conditions of transportation of exhibits. The transportation department of the exposition has only recently been created, hence my anxiety and request for asking early attention at your hands. The main points which occur to me at this writing are:

We assume that the various railway companies will ac-

cord to the St. Louis World's Fair as good, if not better, rates than given to the Chicago World's Fair and other expositions held since 1893.

We would respectfully ask the establishment of rates of freight on all exhibits—United States, States, Foreign and Individual, that we may give same general publicity.

What form of certificate or proof will be required on return shipments which have not changed ownership? This on the assumption that return shipments will be free over the road that transported to the exposition; and will instructions be issued by you specify on the bill of lading and way bills the road or roads forming the route, so there may be no confusion on their return?

On shipments of perishable, such as trees, fruits, flowers, etc., of value only for exhibition and not of a nature to be returned or sold, will you not make a concession in the one-way rate?

The privilege of free return will be of no avail to a large number of exhibitors in the department of Agriculture, Horticulture, Mines and Mining, and to those who give their exhibits for the advancement of science, and we would ask for liberal consideration on this subject. We will aid you in any way desired in establishing the fact that exhibits have not been sold.

We would suggest that live stock be placed on the same basis as other exhibits. Some of the foreign and municipal governments expect to make heavy shipments of material which will not, of course, be returned, and unless consideration is given in rates I believe the material will come up the Mississippi River.

Machinery, fire engines and numerous other devices consigned to the "Louisiana Purchase Exposition" will be shipped for pre-exposition use, as well as exhibits; these shipments are now being made and will continue to be during this year, the exposition getting the benefit of their

use, and in consideration therefor to stand the transportation charges. We respectfully ask that they be placed upon the same basis as exhibits, and the rates be effective so as to cover such shipments during the year 1903; this on the assumption that you will designate a future period when the rates will be effective on shipments of general exhibits.

We would request that the rates be established to St. Louis proper. We are not prepared at this moment to give the exposition terminal charge, and the cost of delivering roads from St. Louis to the exposition tracks so prepayment may be covered, but this is now under consideration with the delivering roads, which are the Missouri Pacific, Frisco, Wabash and St. L. K. C. & Colo., but it can be understood that the rate for such delivery from St. Louis shall be uniform on exhibits from connecting lines.

No provision has yet been made for less than carload shipments.

I enclose tariff showing present rate on carload shipments of *construction material* via the Missouri Pacific and Frisco roads. The rate via St. Louis K. C. & Colo. R. R. is $6.00 per car to connection with exposition tracks.

The exposition charge is $4.00 per car for placing cars at the various buildings and locations within the grounds.

Both the delivering roads and exposition charges to be prepaid.

Will be pleased to furnish you any additional information or, if desired, have a conference with you.

Yours very truly,

(Signed) Geo. W. Ristine, Director of Transportation."

"Jan. 31, 1903.
4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 26th file 10228 with enclosure read at meeting 30th and the Committee will take further action

later. For further particulars at this time see Proceedings No. 35 Jan. 30th.

As you can readily understand the Committee are desirous of securing any information that will be useful to them in arranging freight transportation, switching, etc., for the "World's Fair, St. Louis, 1904," and I therefore request that you will send me one or more copies of any printed matter that was used in connection with the Chicago World's Fair that may be in possession of yourself—Mr. Horace Tucker or the Chicago Committeee.

I take the liberty of making this request of you as some of our members stated that yourself and Horace had signified a willingness to help us in any way you could.

Awaiting your reply, I am, yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 7, 1903.

Please refer to file 10125.

Mr. R. M. Fraser, Chairman St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—Referring to my letter to you of January 26th, attached to which was a copy of communication from G. W. Ristine, Director Transportation St. Louis World's Fair: A corresponding letter was addressed to Commissioner Bullen by Mr. Ristine, and below is quoted communication we have received from Commissioner Bullen regarding same:

"This matter was under consideration at meeting of the Trunk Line Freight Committee on 3rd inst., and as consignments of construction material are expected to go forward shortly, it was the understanding that in order to provide for the immediate movement of this traffic, such shipments shall be subject to full tariff rates to East St.

Louis and also to the bridge tolls and switching charges applicable beyond.

I was requested to advise you of this understanding and to ask that you secure prompt information as to the switching charges to and within the Fair Grounds, to apply on construction material and other freight, the bridge tolls beyond East St. Louis, and all other necessary information upon this subject.

Will you kindly obtain and furnish me with this data as promptly as practicable, in order that I can transmit same to the Trunk Line for their information and guidance."

Will you kindly favor me as promptly as possible with such information as Mr. Bullen requests in his letter, and oblige?

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 17, 1903.

Please refer to file 10125.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to our recent correspondence, your File 4199, particularly to your letter of February 9th, in relation to the rates on exhibits for the Louisiana Purchase Exposition:

Has any understanding been reached as to the cost for carloads and less than carloads to the exposition grounds, as mentioned in your letter of the 9th? It is very important that we should have all the details of this matter in full, and the recommendation of the St. Louis East-bound Freight Committee. You will notice that as early as January 2nd I wrote you asking for all information in rela-

tion to this matter. It is one that should be as promptly handled as is possible.

Yours very truly,

J. F .Tucker, Chairman."

"St. Louis East-bound Freight Committee.

Baltimore & Ohio Southwestern R. R.
Cleveland, Cincinnati, Chicago & St. Louis Ry.
Southern Railway (St. Louis-Louisville Lines).
Chicago & Alton Railway.
Illinois Central Railroad.
Terre Haute & Indianapolis R. R.
Chicago, Peoria & St. Louis Ry. of Illinois.
Louisville, Henderson & St. Louis Ry.
The Wabash Railroad.

Union Station.

Rooms 404-406.

R. M. Fraser, Chairman. Telephone Main 846.

St. Louis, Mo., Feb. 18, 1903.
Please refer to file 4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 17th, file 10125. The switching and transfer lines west of East St. Louis have had several meetings, the last one yesterday, I believe, but I am not advised as to what conclusions, if any, have been reached.

The Special Committee of three appointed 6th by the East-bound Committee, to confer with Mr. Geo. W. Ristine, Director of Transportation, Louisiana Purchase Exposition Co., and formulate terms and conditions of Transportation on shipments to World's Fair, have met several times and expected to complete their report and recommendation at meeting today, but in consequence of Mr. Ris-

tine's absence it will be necessary to meet again tomorrow, if Mr. Ristine can be present.

We fully appreciate the importance of information being furnished about switching, etc., from E. St. Louis and you shall have it just as soon as the several interests announce their agreement. This Committee is not responsible for any delay that has occurred, either as to announcement of figures to be charged west of E. St. Louis or the recommendation to C. F. and Trunk Line Ass'ns. I trust, however, that the subject can be disposed of ere many days.

Respectfully,

Chairman.

Copy to Mr. F. A. Wann, G. F. A., C. & A. Ry., Chicago, as reply to letter 16th, file 58."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 19th, 1903.

Please refer to file I-92.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—In reply to your favor of the 18th inst., file 4199, would state, that the Trunk Line Association roads now suggest a set of rules to govern the handling of shipments for the St. Louis Exposition, and same have been submitted by Advice Letter I-137.

Although these rules are essentially the same as recommended by the St. Louis East-bound Freight Committee, yet it seems necessary that shipments from the Central Freight Association territory should be handled on identically the same basas as those from Trunk Line points, hence as the Trunk Lines have approved the rules submitted by said Advice Letter we thought it best they should also be placed before Central Freight Association lines for

their approval, and if voted upon affirmatively we will issue necessary Information Circular at once.

Yours respectfully,

J. F. Tucker, Chairman.

P. S. The Trunk Lines have requested that we adopt the same rules they have approved. J. F. T."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular Printed Blank.)

Received at Union Station, St. Louis Mo.

74....CF....Ni....23..D.J.

Chicago, Ill., Aprl. 9th, 1903.

R. M. Fraser, St. Louis, Mo.

Please forward me copy of notice issued by St. Louis Terminal lines relative to prepayment of charges on construction material for Louisiana Purchase Exposition.

J. F. Tucker. 755pm."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 14, 1903.

Please refer to file 10125.

Mr. R. M. Fraser, Chairman St. Louis East-bound Frt. Com., St. Louis, Mo.

Dear Sir:—Referring to your file 4199, conditions covering the transportation of shipments to and from the St. Louis Exposition, under date of April 9th we telegraphed you to please forward us copy of the notice issued by the St. Louis Terminal Lines relative to the prepayment of charges on contractors' material to be used for the Louisiana Purchase Exposition. This information was asked because one of the roads in this Association is of the opinion that our Information Circular No. 4178 is misleading in that particular, for it does not provide for the prepayment

of freight charges for construction material consigned to contractors or any one else, and we want the notice issued by the terminal lines of St. Louis so that we may know just how to handle the matter.

Yours truly,

J. F. Tucker, Chairman."

"April 16, 1903.
4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Your wire 9th and letter 14th, file 10125.

On receipt of your wire I wrote to the Terminal R. R. Ass'n., etc., and also the Wiggins Ferry Co., etc., quoting your telegram and am just in receipt of replies and enclose Terminal R. R. Ass'n., etc., Circular No. 841, Dec. 10th, 1902, and Circular No. 869, March 25th, also Wiggins Ferry Co., etc., Circular Letter (no number) dated Dec. 10th, 1902, and March 24th, 1903.

In connection with this see my letters 3rd and 4th in reply to yours 1st, file 2445 and 2nd, file 10125.

Hoping this is the desired information, I am.

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 3, 1903.

Please refer to file I-4178.

Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—Complaint is made that the rules of the Central Freight Association, which requires prepayment of charges on shipments from Central Freight Association territory to Louisiana Purchase Exposition Grounds at St. Louis are not being carried out in every instance.

It seems to me that you should be able to locate any violations of this rule, and we would respectfully ask that you take steps in that direction. In order that there may be no question about the rules being carried out, would it not also be well for you to have the matter considered at the next meeting of your Committee? You will easily observe it is necessary that every road enforce the rules in order that all may be on a parity. Please advise what is done.

Yours respectfully,

J. F. Tucker, Chairman."

"Nov. 4, 1903.

4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 3rd, file I-4178, regarding prepayment of World's Fair traffic. Please wire me tomorrow or write me *early mail* stating who makes the complaint and on what road or roads does the irregularity exist. It occurs to me that if any St. Louis road is not satisfied with what their connections are doing they could have the necessary remedy applied without making the complaint to the C. F. A.

If on the contrary the delivering road at St. Louis is satisfied why should any one else complain.

Respectfuly, Chairman.

N. B. I attach copy of Circular Letter No. 183 delivered members today."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 5, 1903.

Please refer to file I-4178.

Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor

of the 4th inst., file 4199, regarding non-payment of charges on World's Fair traffic.

It is the General Freight office of the Illinois Central R. R. which complains that some roads in this territory are not requiring prepayment of freight charges on traffic mentioned. Specific reference is not given to the railroad not conforming to the rule nor have we reference to any particular shipment. It seems, however, any company not requiring prepayment of freight charges on World's Fair traffic has an advantage over the company that does and therefore obtains the business. The matter is consequently one of importance and should be reviewed by your committee at as early a date as practicable, with a view to having the rules enforced by all. If any line entering E. St. Louis finds that its connections are not requiring prepayment it seems they should refuse the shipments or arrange to have the authorized rule enforced.

Yours respectfully,

J. F. Tucker, Chairman."

"Nov. 7, 1903.

4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 3rd, file I-4178, duly received and submitted to all resident members by Circular Letter 4th, No. 183 (copy attached).

At meeting 6th your letters 3rd and 5th were read and it was:

Moved, that the Chairman, C. F. A., be advised that this subject is not within the jurisdiction of this Committee and one which he should take up with the roads originating the traffic.

The discussion between the members on the subject indicated that none of them would feel badly if they did lose the traffic. Respectfully,

Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

No. 66 A AD DA 115pm 60 DH.

Ta. Chicago, Ills., 5-17.

R. M. Fraser, St. Louis.

Refer to Paragraph G. First section information, forty one seventy eight St. Louis Fair Rules. Please advise if on carload business two cents per hundred minimum five dollars per car is to be allowed to Terminal Railroad out of E. St. Louis rate before prorating and if four cents per hundred and 15 dollars per car is to be added to East St. Louis rate.

J. F. Tucker."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

D. H. Answer to D. H.

St. Louis, Mo., May 17, 1904.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Your wire date. No sir, four cents hundred, minimum fifteen dollars car must be added to East St. Louis rate. That amount to be subdivided allowing Terminal R. R. two cents minimum five dollars car, balance for switching line beyond.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 15, 1904.

Please refer to file Inf. 4178.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Information No. 4178, of March 27, 1904,

contains terms and conditions on shipments of exhibits, etc., to and from the Louisiana Purchase Exposition. It seems, however, no time limit is specified within which shipments must be returned from the exposition, and in connection therewith it is observed that Trunk Line Freight Committee Circular No. A-464 provides for a time limit of 90 days after the close of the exposition. We will be glad to have your committee advise if the same time limit should not govern so far as concerns the return of exhibits to Central Freight Association territory.

Yours very truly,

J. F. Tucker, Chairman."

"July 20, 1904.
4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 15th, file Info. 4178, was read at meeting 19th and it was

Recommended, to the C. F. A. that Info. 4178 be amended providing for the same time limit (90 days) for the return of exhibits from St. Louis to C. F. A. territory as applicable to return exhibits to Trunk Line points.

Respectfully,

Chairman."

"Dec. 29, 1904.
4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—At a joint conference held yesterday of St. Louis and East St. Louis lines, interested in the movement of exhibits to be returned free, from the Louisiana Purchase Exposition, evidence was given showing it impracticable to conform with the rules as per Central Freight Association Info. 4178 and amendments, Trunk Line A-464, June 27th, 1903, and A-466, July 8th, 1903, and issues of other Associations and individual lines in so far as concerns the

prepayment of terminal charges at St. Louis on Domestic Exhibits returned free, and in order to furnish the relief that the exigencies of the situation require it was unanimously agreed by St. Louis and East St. Louis lines to receive and forward the said shipments without the prepayment of the terminal charges where prepayment is impracticable.

At a special meeting of the St. Louis East-bound Freight Committee, held today, the above understanding was affirmed to be put in operation at once under the following agreement, which was adopted by the joint conference referred to:

"That the authorized *Release* executed shall bear, in each case, the following guarantee to be placed on the face of the *Release* with a rubber stamp and to be signed by the exhibitor before shipment is made:

'———— hereby request the World's Fair Terminal R. R. and connections to forward the shipments mentioned herein with the terminal charges (as per tariffs governing) to follow through to destination as an advance charge and agree to pay in full the above charges at destination, immediately upon presentation of bill.'

_____

Exhibitor."

Shipments will be waybilled with notation: "Charges guaranteed by consignee. Agent at destination will not make delivery without payment of advances."

Resolved, that the foregoing be transmitted to Chairman, Central Freight Assn. requesting that he promulgate this action to Central Freight Ass'n. lines, as well as Trunk lines.

Please give this immediate attention as requested in above resolution, and oblige,

Respectfully,

Chairman."

"Feb. 3, 1905.
4199.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Will you please advise me what disposition has been made of subject covered by C. F. A. Advice Letter K-257, Dec. 31st, 1904. If an information or other issue has been made, please send me two (2) copies by return mail, and oblige,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 4, 1905.
Please refer to file K-257.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 3rd inst., file 4199, inquiring if we have issued information circular announcing disposition of proposition submitted by Advice Letter No. K-257, would state that we have not, for two reasons:

(1) From the wording of the action of the St. Louis East-bound Freight Committee, as set forth in your letter, we understand that same was to be and has been made effective by your members, without waiting for approval thereof by the Central Freight Association.

(2) In response to Advice Letter No. K-257 we have received from a few of the through rates objections to the adoption of the arrangement, it being their opinion that the original rules, as approved by the respective associations, should be carried out.

If the action of your committee is in effect, do you see any necessity of this office doing anything further with the

subject, because all Central Freight Association roads and Trunk Line Association roads have been furnished with a copy of your letter.

Yours very truly,

J. F. Tucker, Chairman.

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

W. U. D. H. Answer to D. H.

St. Louis, Mo., April 24, 1905.

Mr. J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Your wire date. No, sir, this committee has not authorized free return exhibits from Louisiana Purchase Exposition beyond March thirty first, covered by my letter February twenty third.

R. M. Fraser."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

4527. CH. GB. 31 D. H., 1781.

Ta. Chicago, Ills., April 24th, 1905.

R. M. Fraser, St. Louis, Mo.

Please see your letter February twenty third file K-4199 and advise if your committee has extended to May fifteenth limit for free return exhibits for Louisiana Purchase Exposition.

J. F. Tucker.

Above exhibit is marked "Complainant's Exhibit Fraser No. 778."

Complainant offers in evidence correspondence between officials of the Central Freight Association and the St. Louis East-bound Freight Committee concerning cotton

rates, and division of rates, East St. Louis to eastern points, as follows (4202):

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 29, 1902.

Please refer to file 4202.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—In what way in the past have the cotton rates been arranged? My understanding is that they have been arranged by conference between the St. Louis and other Mississippi and Ohio River crossing committees—is this correct? I was asked the question and hardly knew properly how to answer the letter.

Yours very truly,

J. F. Tucker, Chairman."

"Dec 30, 1902.

4202.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 29th (no file) regarding make up of cotton rates. I have examined our files and am unable to find any record showing names of cotton committee, if there was one, except as indicated in your letter Feb. 6th, 1899, file 4502, wherein you mention having been present at a meeting in Chicago. You also mention Chairman McLeod.

Info. Circular No. 312, Feb. 9th, 1900, abrogated I. T. A. Circular No. 273 issued in New York, June 23rd, 1896, which you will see by reference thereto abrogated a number of previous issues by Committees of the Trunk Lines.

I have conferred by "phone" with some members of this Committee, but am unable to learn from them more than

stated above. It is quite possible that Mr. C. B. Compton, T. M., L. & N. R. R. can throw some light on the subject if you do not get what you desire from Mr. A. H. McLeod, F. T. M., C. H. & D., who has probably had more to do with cotton matters than any man now in the Traffic department. I trust this will be of some benefit and if you are successful in securing the information desired, I will be pleased to have you advise me.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

"June 16, 1903.

4202.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Will you please inform me by mail, Wednesday night (17th) action taken on "Proposed advance in rates on cotton." Subject No. 38 on June docket.

Respectfully,

Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

Received at Union Station, St. Louis, Mo.

15 A WA C 30 D. H. 1059 A.

Chicago, Ills., June 18, 1903.

R. M. Fraser, St. Louis, Mo.

Your letter sixteenth file forty two naught received this morning. At meeting in New York on twelfth Southern Roads decided that no change be made in the present cotton rates.

J. F. Tucker."

"CENTRAL FREIGHT ASSOCIATION

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 15, 1903.

Please refer to file 10755.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:--With reference to your favor of June 16th, file 4202, regarding proposed advance in rates on cotton, would state, that Central Freight Association at meeting on the 10th inst., decided that in view of the advices received from Southern Associations that they cannot make any advance in the present rates on cotton the subject be stricken from the docket.

Yours respectfully,

J. F .Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, January 5, 1904.

Please refer to file 9951.

Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—Perhaps you have on file in your office a copy of M. & O. Cotton Tariff Bo. 1 (I. C. C. No. 3177) effective September 15, 1903, also copy of their Division Sheet No. 1 thereto. If our information is correct said issues contain certain provisions so far as concerns percentage allowances between Cairo and E. St. Louis that are unauthorized either by this Association or the Canadian Lines, claimed to be based on individual authority from connecting lines. It, therefore, seems it would be well for you to canvass your Committee and ascertain if they have individually accorded M. & O. R. R. percentages at var-

iance with those provided by the Central Freight Association or the Canadian lines through this office.

In this connection would state, that we are revising Information Circular 312 and amendments, which will contain latest percentages applicable on Cotton and we expect final issue will be ready for distribution about the last of this week or early part of next. The new issue contains all information so far as concerns rates and per cents applying on cotton to Canadian points, and the roads from E. St. Louis should not protect any tariffs or percentages of conecting lines which are at variance therewith.

Yours respectfully,

J. F. Tucker, Chairman."

"Jan. 11, 1904.
4202.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 5th, file 9951. I did not have copy of the papers mentioned. I applied to G. F. A., M. & O., for them and received copy of the Cotton Tariff, No. 1, Sept. 1st, 1903, but was refused the Division Sheet.

If I can secure a copy from one of our members or otherwise, I will examine carefully. Possibly the reissue of Info. 312 will develop something.

Respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jany. 14, 1904.
Please refer to file 9951.

Mr. R. M. Fraser, Chairman St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor

of the 11th inst., file 4202, relative to divisions which the M. & O. have in effect on cotton.

We have not yet been able to get out our new issue of Cotton Tariff, but hope to do so very soon; at the same time I believe you should obtain direct from the Mobile & Ohio, or some of their connections at E. St. Louis, a copy of Division Sheet on Cotton for the purpose of ascertaining if the allowances east of E. St. Louis are on the authorized basis, if they are not, the lines members of your committee should formulate joint notice to the Mobile & Ohio that such divisions will not be recognized.

Yours respectfully,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 779."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis East-bound Committee, concerning united action in signing bills of lading for freight, as follows (4204):

"Jan. 10, 1903.
4204.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Signing bills of lading on surrender of bills lading from connections before receiving the traffic:

Dear Sir:—At meeting 9th above subject was under consideration and action taken as follows:

Whereas, the issuance of bills lading on connecting line traffic (originating beyond switching limits) before receipt of the property, i. e., on surrender of connecting line bill of lading, is an objectionable practice, it is the sense of this committee that it should be discontinued. It is therefore,

Moved, that the chairman be instructed to take the mat-

ter up with the chairman, C. F. A., with the view to having uniform action taken in that direction.

If you will endeavor to have action taken on this subject at the January meeting advising result you will oblige.

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 17, '03.

Please refer to file ——.

Mr. R. M. Fraser, Chairman St. Louis E. B. F. Committee, St. Louis, Mo.

Dear Sir:—The subject referred to in your letter 10th inst., file 4204, relating to the signing of bills of lading on surrender of bills of lading from connections before receiving the traffic was considered by Central Freight Association at meeting on 15th inst., and it was decided to defer action thereon for the present.

Yours very truly,

J. F. Tucker, Chairman.

Meeting."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan. 26, 1903.

Please refer to file 10226.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring again to your letter of January 10th, your File 4204, relative to railroads signing bills of lading on surrender of the bills of lading from connections or belt or switching roads before receiving the traffic:

It occurs to me that this is a dangerous practice. If one

of the east-bound roads from East St. Louis should issue a bill of lading before receiving the traffic, such issue estops any claim against any road except the one issuing the bill of lading, and I believe the courts have decided that belt or switching roads are not responsible for traffic where they receive simply a switching rate. It does not occur to me that any state legislation would be considered constitutional or proper that would undertake to force a road to give a receipt for property it had not received.

I think the St. Louis Committee should consider this matter and individually unanimously agree that it is not proper to issue bills of lading before receiving the property.

Yours very truly,

J. F. Tucker, Chairman.

Meeting 1-30 not on Docket.

Read at meeting 1-30 no action taken.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, March 15th, 1903.

Please refer to file 10226.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of Jan. 10th, file 4204, subject of railroads signing bills of lading on their surrender from connections before receiving the traffic:

This matter was considered by the Central Freight Association at meeting on the 13th inst., and it was decided that the same should be referred back to St. Louis Eastbound Freight Committee for review.

Yours respectfully,

J. F. Tucker, Chairman.

See Proceedings 32 Jan. 9, '03. Letter to Ch. C. F. A. Jan. 10th, '03. Meeting.

"March 21, 1903.
4204.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 15th, file 10226. At meeting 20th the subject was given further consideration and it was:

Moved, that the subject be tabled.

Will you therefore please understand that further consideration by the C. F. A. is not desired and oblige,

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 780."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis East-bound Freight Committee, concerning barrel headings and lumber and similar commodities, and application of rate thereon, as follows (4208):

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.)
Chicago, Jan. 22nd, 1903.

Please refer to file Inf. 733-A.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—We are informed that there are shipments of barrel headings, made of compound wood, being moved through East St. Louis to Brooklyn, N. Y., at the special rates authorized on lumber, as per C. F. A. Information 733, Series A. These shipments are billed as heading, and consist of barrel heads manufactured from compound built-up wood, i. e., three pieces of wood closely glued together and then cut to shape for heads of barrels. According to Official Classification, compound or built-up wood takes 5th-class carloads, and it really seems improper to apply

thereon special lumber rates, which are less than 6th class. We do not understand this class of material is being handled by any gateway except East St. Louis, and would respectfully ask if you will kindly docket the matter for next meeting, with a view to having it understod that it will not be proper to apply special lumber rates on this class of business.

Yours very truly,

J. F. Tucker, Chairman.

Official classification No. 23, Wood, Veneered, Built-up or Compound, C. L. Min. 24,000 lbs., 5th class.

"Jan. 31, 1903.
4208.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 22nd, file Info. 733-A, was read at meeting 30th and it was:

Moved, that the subject go back to Chairman C. F. A. with the request that he furnish specific reference to some shipments that have been handled at variance with the classification, according to his interpretation and send sample of the heading.

It is my understanding that barrel heads are made out of two or more pieces of wood, not only in this section, but at all points of shipment.

Awaiting information and sample asked for, I am,

Yours respectfully,

Chairman."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb. 10, 1903.

Please refer to file 9084.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—With reference to your favor of January

31st, your file 428, herewith please find sample of compound barrel heads shipped from Poplar Bluff, Mo., in carload lots, and on which proportional lumber rates from East St. Louis are charged. One shipment is covered by White Lines Way-bill 1517 of December 20th, billed from East St. Louis to 60th st., New York City. It seems the shipment was forwarded through Cairo and the proportion charged east of St. East Louis was 24 cents per 100 pounds.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

Feb. 23, 1903.
4028.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 10th, file 9084, was further considered at meeting 20th and it was:

Moved, that it is the sense of this committee that the commodity referred to should be charged at the Official Classification rating on Wood, built up or compound.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb'y 25th, 1903.
Please refer to file 9084.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 23rd inst., file 4208, relative to applying on Compound Barrel Heads shipped from Poplar Bluff, Mo., rates provided in Official Classification for Wood, built up or compound, and I presume that the agents of all initial lines members of your Committee will be instructed accordingly

so that when future shipments are offered they will not use the Lumber rates.

Yours respectfully,

J. F. Tucker, Chairman.

April 4, 1903.
4208.

Mr. J. F. Tuker, Chairman C. F. A., Chicago, Ill.

Rating on barrel heading made of compound wood.

Dear Sir:—At meeting 3rd the above subject was presented and after a very general discussion following was adopted:

Recommended, to the Central Freight Ass'n. that the article "Heading" in the list of articles upon which lumber rates will apply, as given in various C. F. A. authorities, be changed to read, "Heading, plain or built up."

The vote on this resolution was three (3) affirmative, three (3) negative. The Chairman was instructed to refer subject to C. F. A. with statement of vote and request that letter vote be taken at once.

Please give this early attention, advising result.

Respectfully,

Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 6, 1903.

Please refer to file 10449.

Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee, St. Louis, Mo.

Dear Sir:—I notice in proceedings of the St. Louis East-bound Freight Committee meeting April 3rd it is recommended that the article "Heading" in the list of articles upon which lumber rates will apply, as given in various Central Freight Association authorities, be changed to read

"Heading, plain or built up." What does "Built up" mean in this case? My understanding of heading is that it is heading for barrels, but how they can be built up is what I do not understand. Is not heading worth a good deal more money than the average lumber?

Yours very truly,

J. F. Tucker, Chairman.

THE WESTERN UNION TELEGRAPH COMPANY.

St. Louis, Mo., April 7, 1903.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Yours, ten forty nine. See my letter fourth, also your letter twenty fifth February, ninety fifty four.

R. M. Fraser.

CENTRAL FREIGHT ASSOCIATION.

8th Floor Monadnock Block.

Chicago, April 7, 1903.

Subject:—Proposed change of item "Heading" in C. F. A. Informations to read: "Heading, plain or built up."

Advice Letter No. 1.—211.

To the General Freight Agents—

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman St. Louis East-bound Freight Committee:

"At meeting on the 3rd instant, the subject of rating on barrel heading made of compound wood was presented, and after a very general discussion the following was adopted:

'Recommended, to the Central Freight Association that the articles "Heading" in the list of articles upon which lumber rates will apply, as given in various C. F. A. authorities, be changed to read, "Heading, plain or built up."

The vote on this recommendation was

Affirmative 3
Negative 3

The Chairman was instructed to refer the subject to the Central Freight Association with statement of vote and request letter vote taken at once.

Please give this early attention, advising result."

As a matter of information it may be stated that the Official Classification provides that on "Veneered, Built-up or Compound Wood, minimum weight 24,000 pounds," 5th class rates will apply.

Please note on the enclosed blank your views on the proposition.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

8th Floor Monadnock Block.

Chicago, April 15, 1903.

Subject:—Disposition of applications for rates.

Advice Letter No. 1.—248.

To the General Freight Agents.

Gentlemen:—Referring to the following Advice Letters:

No. 1-177, dated March 30, 1903, application for proportional rate of 7 cents per 100 pounds on grain, in carloads, from East St. Louis, Ill., to Madison, Ind.

No. 1-208, dated April 6, 1903, application for rates on box and crating lumber, in carloads, from various southern Indiana points to Muncie, etc., Ind., Hamilton and Carthage, Ohio.

No. 1-211, dated April 7, 1903, proposed rates on plain or built up heading, from and to all C. F. A. points.

No. 1-215, dated April 8, 1903, proposed rates on box and crating lumber, in carloads, from various Indiana points to Cincinnati, Ohio.

After further investigation, roads interested individually advise that it has been decided not to make effective the rates proposed in the Advice Letters above referred to.

Yours very truly,

J. F. Tucker, Chairman.

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 13, 1903.

Please refer to file 1-211.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—With reference to your favor of the 4th instant, your file 4208, regarding rating on barrel heading made of compound wood, would state the proposition was submitted for the views of Central Freight Association roads by Advice Letter No. 1-211, and they decline to approve it, it being the opinion that Official Classification rating should apply on this class of shipments. The application is, therefore, declined, and I presume you will see that the St. Louis lines observe the authorized class rates thereon.

Yours very truly,

J. F. Tucker, Chairman.

See Advice Letter 1-248.

Above exhibit is marked "Complainant's Exhibit Fraser No. 781."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis East-bound Freight Committee, concerning rate on Pig Lead, Dry Lead and Lead in Oil, being file 4214-A; as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 20, 1904.

Please refer to file Inf. 1208-A.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Under date of the 19th General Freight Agent McLaughlin of the B. & O. S. W. Ry. telegraphs:

"See your Information 1208, rates on pig lead East St. Louis to eastern points when refined at Missouri River from bullion originating at Utah common points. We note these rates are lower than rates as per Information No. 696 governing when shipments originate at points in Missouri, and we now have two sets of proportional rates from East St. Louis. We cannot understand why lower rates should be established on Utah lead than on Missouri lead, and will publish proportional rates as per Information 1208-A to apply regardless of origin west of Mississippi River, as experience has demonstrated that it is impossible to hold two different proportional rates from East St. Louis on the same commodity to the same destination. This we presume will force application of Baltimore rate of 12½ cents as maximum to western termini and other intermediate points.

I have written Mr. McLaughlin that I saw no absolute necessity of forcing the same proportional rates on the same traffic through the same gateway from different originating points, but if he thought there is any necessity he should have made an application through the St. Louis East-bound Freight Committee and had the matter considered by them and a recommendation made.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 30, 1904.

Please refer to file 1208-A.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—This office is in receipt of the following from a member:

"My attention has been called to the fact that the authorized rate on pig lead from East St. Louis to New York is 15½ cents per 100 lbs., while the rate carried on spelter is 20½ cents. As the value of these commodities is about the same, very strong pressure has been brought on us to have the spelter placed on the same basis as pig lead, and I see no reason why this should not be done.

Will you kindly grant me authority, and very much oblige."

Please have this subject considered at the next meeting of your Committee, advising result as early as practicable, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 2, 1904.

4214-A.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours July 30th, file 1208-A regarding application of pig lead rate on spelter.

As a rule C. F. A. authorities have named same rates on both commodities, but an exception was made in 1208-A, possibly an oversight.

As no provision was made in said Info. for rate to points other than the Seaboard cities named, the subject was considered at last meeting and as shown in Proceedings No. 95, July 29th, the Baltimore rate was to be the minimum

and it was also stated that the same rate would apply on Spelter. I will, however, submit your letter at next meeting of the Committee (12th) and advise result.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 5, 1904.

Please refer to file 1208-A.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your letter of the 2nd instant, your 4214-A, regarding rates on pig lead and spelter, as provided by Information No. 1208, Series A:

Your letter states that at meeting of the St. Louis Eastbound Freight Committee on July 29th, it was decided that the rates in Information 1208, Series A, should also be applied on spelter. In connection therewith would respectfully ask if it was the intention of the St. Louis Committee to use such rates on spelter without first having proposition submitted to and approved by the Central Freight Association through this office? If so, we cannot understand why the St. Louis Committee should take individual action, which in effect means ignoring the rules of this Association to which they, as members, have subscribed to.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 15, 1904.

4214-A.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours July 30th, file 1208-A, was submitted at meeting 12th and it was:

Moved, that chairman C. F. A. be advised that as rate of 15½ cts. per 100 lbs. on Pig Lead from East St. Louis to New York, as per C. F. A. Info. 1208-A, was not made at the suggestion or with the approval of this Committee, it therefore has no recommendation to make as to applying that rate on spelter.

Your letter 5th, file 1208-A on subject of action shown in proceedings No. 95 was also considered and as shown in Proceedings No. 96 it was:

Moved, that the individual announcement of lines in regard to applying the Baltimore rates as a minimum on pig lead and spelter be expunged from the record.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, September 12, 1904.

Please refer to file Inf. 5317.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—By Information Circular No. 1208, Series A, proportional rates on pig lead from East St. Louis to eastern cities are authorized on basis of 15½ cents to New York, which results in publication of rate of 12½ cents to Baltimore. We understand that the rates on said basis are being applied from East St. Louis when shipments originate in Missouri, and in connection therewith would respectfully ask if you understand that the East St. Louis lines are applying the Baltimore rate as maximum to Trunk Lines western termini points or intermediate destinations in Central Freight Association territory east of the Indiana-Illinois state line, or are they still using the rates authorized by Information Circulars Nos. 3919 and 5137?

Please let me have early reply.

Yours very truly,

J. F. Tucker, Chairman."

"Sept. 16, 1904.

4214-A.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 12th, file Info. 5317 or 5137.

By reference to proceedings No. 95, page 2, and proceedings No. 96, page 3, you will see action on this subject.

I will, however, say for your information that the billing handled through this office shows the Baltimore rate, 12½ cts., is being charged to western termini and I presume that higher rate is not charged to intermediate points.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 21, 1904.

Please refer to file Inf. 5071.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Central Freight Association Information Circular No. 5071 authorizes sixth class rates on white lead, dry (which means entirely dry), but information reaches us that the Toledo, St. Louis & Western Railroad is accepting shipments of white lead at sixth class rates although it contains 5% of oil.

It seems well to have this point considered by your committee, with view to having them recommend what should be done in the premises.

Yours very truly,

J. F. Tucker, Chairman."

"Dec. 5, 1904.
4214-A.

Mr. J. F. Tucker, Chairman C. F. A., Chicago. Ill.

Dear Sir:—Yours Nov. 21st, file Info. 5071, read at meeting 2nd and the Committee was of the opinion that this was an irregularity and should properly be handled by the Central Committee and I was instructed to refer the subject back to you with the request that it be presented to the Central Committee.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 782."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning efforts to restore rate on both steel bolsters and enameling plate, being File 4215, as follows:

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard time.

Telephone: Main 4705.

No. 86. A. KI. F. 65 DH.

Ta. Chicago, Ills., 14th.

R. M. Fraser, St. Louis, Mo.

Kindly have the matter of rate on bolsters East St. Louis to New York considered by the St. Louis Committee tomorrow with the endeavor to have them make a rate of thirty two cents East St. Louis to New York so that rate of twenty seven and one half cents can be maintained from Chicago and Chicago junctions. Unless the rate from East St. Louis is advanced it will force a reduction from Chicago. J. F. Tucker. 540 P. M."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 15, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I telegraphed you last evening asking you to have the St. Louis Eastbound Freight Committee at their meeting today consider the question of an advance of the rates on bolsters from East St. Louis to New York, with the endeavor to have a rate of at least 32 cents per 100 pounds made effective, in order that a rate of 27½ cents can be maintained from Chicago, Hammond and Michigan City.

The Chicago east-bound roads undertook to maintain the same rate from Chicago as from East St. Louis, but complaints are being made by the shippers that this is unreasonable, and unless the rates from East St. Louis can be advanced it will force a reduction from Chicago, Hammond, etc., so as to be on a comparative equality with the rates from East St. Louis. I trust you will be successful in this.

Please advise so the matter can be presented to the Central Committee at their next meeting, as they have recommended that the rates from East St. Louis should be advanced.

Yours very truly,

J. F. Tucker, Chairman.

P. S. I have your message. My yesterday's message named the rates proposed."

"Oct. 17, 1903.

4215.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 15th, file 4841, was read at meeting 16th and it was:

Moved, that we recommend to the Central Committee that rates on steel bolsters, C. L., from East St. Louis be made on the regular basis above Chicago, viz., 116%, which would make rate East St. Louis to New York 32 cts., usual differences to other Eastern cities and western termini of the Trunk lines.

The vote on the proposition: Affirmative, 10; negative, 1.

If action is taken in line with the above I assume that you will issue an Information Circular naming the rates on steel bolsters and at same time provide in some manner for the rate on enameling plate. Both commodities are now authorized by this Committee's Circular Letter No. 131 April 20th, 1903, (copy attached) on authority of your letter April 18th, file 4841.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 19, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 17th, your File 4215:

There was no question brought up as to the rates on enameling plate. Is it the wish of the St. Louis Eastbound Freight Committee that the rates on bolsters and enameling plate shall be the same—i. e., 32 cents East St. Louis to New York and 27½ cents from Chicago?

This matter will be referred to the Central Committee at its next meeting, October 29th, with the understanding

that the St. Louis Eastbound roads recommend that the rate on enameling plate and steel bolsters be made on the basis East St. Louis to New York of 32 cents per 100 pounds carloads.

Yours very truly,

J. F. Tucker, Chairman."

"Oct. 20, 1903.
4215.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—This Committee has not indicated that they desire any change in rate on enameling plate. It would therefore *not* be correct for you to refer subject to the Central Committee with the understanding that St. Louis Eastbound roads recommend that rate on enameling plate and steel bolsters, C. L., be made on basis, East St. Louis to New York, 32 cts. per 100 lbs.

In my letter 17th I merely called attention to your letter April 18th, 1903, to avoid the possibility of that authority being overlooked in event of a change being made in bolster rate.

Respectfully,

Chairman."

"Central Freight Association.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, October 21, 1903.
Please refer to file 4841.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 20th instant, File 4215, regarding rates on enameling plate.

If the St. Louis lines have not consented to adopt rates on enameling plate, carloads, East St. Louis to Eastern cities on basis of 32 cents per 100 pounds East St. Louis to

New York, or the same basis they have consented to apply on steel bolsters, my impression is you should place the matter before them for consideration and recommendation. In the past it has always been the rule of the St. Louis lines to make no less rates on enameling plate than on steel bolsters, and it seems to me if rates on the latter commodity are advanced corresponding increase should be made in the enameling plate rates.

Kindly advise and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Oct. 24, 1903.

4215.

Mr. J. F. Tucker, Chairman C. F. A., Chicago, Ill.

Dear Sir:—Yours 21st, file 4841, was read at meeting 16th and it was:

Moved, that we recommend to the Central Committee that rates on enameling plate, C. L., from East St. Louis, be established on basis of 27½ cts. per 100 lbs., Chicago to New York, usual differences to other Eastern cities and Western termini of the Trunk lines, minimum weight as per Official Classification.

The vote on the proposition: Affirmative, 10; declined to vote out of meeting, 1.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 26, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Responding to your letter of the 24th, your File 4215:

My understanding is that the St. Louis Eastbound Freight Committee recommend a basis of 27½ cents per 100 pounds on steel bolsters and enameling plate, Chicago to New York.

Yours very truly,

J. F. Tucker, Chairman."

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union station, St. Louis, Mo. Standard Time.
Telephone: Main, 4705.

57A. HO. HN. 40 D. H. 2:08 P. M.

Chicago, Ill., Oct. 29th, 1903.

R. M. Fraser, St. Louis, Mo.:

The Central Committee unanimously approve the recommendation of the St. Louis Eastbound Committee as to the advanced rates on enameling plate and steel bolsters, effective November sixteenth. Will all roads issue tariffs effective on that date sending me copies? Please answer.

J. F. Tucker."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 30, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to your file 4215, relative to the rates on bolsters and enameling plate from East St. Louis to eastern cities:

I telegraphed you yesterday that the Central Committee at its meeting recommended that these advanced rates should be made effective Monday, November 16th, and asked if you would not ascertain from each interested initial eastbound

road whether they would issue tariffs naming these rates, effective on that date, and await your reply.

Yours very truly,

J. F. Tucker, Chairman."

"Oct. 31, 1903.
4215.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Your telegram 29th and letter 30th, file 4841, regarding Enameling Plate and Steel Bolsters. Telegram was transmitted to members by Circular Letter No. 180, Oct. 29th. (Copy attached.)

At meeting 30th attention was called to the subject, but no action taken except as shown in proceedings.

As instructed, I wired you 30th as follows:

"Your wire yesterday. Inquiry made at meeting to-day whether Information Circular will be issued regarding Bolsters and Enameling Plate, and reply desired before your message can be answered."

When your reply is received I will communicate it to members desiring the information, and I will advise you immediately when answers to your telegram 29th (Circular Letter No. 180) are received from all members.

It is quite possible, however, that you will not receive a reply until after the next meeting, Nov. 2nd, as some members prefer replying to such matters only in meeting.

Respectfully,

Chairman."

"(Regular printed blank of the Western Union Telegraph Company.)

D. H. Answer to D. H.

Send the following message subject to the terms on back hereof, which are hereby agreed to.

St. Louis, Mo., Oct. 30, 1903.

J. F. Tucker, Chairman, C. F. A., Monadnock Block, Chicago, Ill.:

Your wire yesterday. Inquiry made at meeting to-day whether Information Circular will be issued regarding Bolsters and Enameling Plate and reply desired before your message can be answered.

R. M. Fraser."

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard Time.
Telephone: Main, 4705.

No. 34 A HO FN 87 DH 12:56 p. m.

Chicago, Ill., Oct. 31st, 1903.

R. M. Fraser, St. Louis, Mo.:

Your message, if the St. Louis Eastbound roads will all agree to issue tariffs on bolsters and enameling plate on basis of twenty-seven and one-half cents, Chicago to New York, there will be no necessity of an information circular, as no information circular or authority has ever been issued naming lower rates than special iron rates, and this last action of the St. Louis committee will simply place them back on the authorized basis. Advise if the tariffs will issue and become effective November 16th. Answer.

J. F. Tucker."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 2, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Replying to your letter of the 31st ultimo,

your file 4215: I telegraphed you Saturday and wrote you this morning in relation to this matter.

It is hardly proper to issue an Information Circular, for the reason that no Information Circular was issued reducing these rates. Possibly it will do no harm to issue an Information Circular, simply stating that the rates on enameling plate and bolsters from East St. Louis have been restored to the authorized basis, namely, special iron list, and if it is thought necessary by the East St. Louis Committee to take this action, such circular will issue.

Yours very truly,

J. F. Tucker, Chairman."

"Nov. 2, 1903.

4215.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Referring to the subject of my letter 31st ult., your file 4841.

Your telegram and letter Oct. 31st have been shown to some members of the Committee, and they are of the opinion that it would have a good effect and help to clear the situation if you could consistently issue an Information Circular in the usual manner, naming the rates and date effective on the Commodities referred to. The last authority issued by you was letter April 18th, naming rates on *Enameling Plate* and *Steel Bolsters*. Commodities *under those names* do not appear in the Iron and Steel List.

As stated in my letter 31st ult., this matter will not be disposed of *before* the next meeting (6th).

Awaiting your further advice, I am,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 2, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Referring to the proceedings of the St. Louis Eastbound Freight Committee, No. 64, October 30th, relative to the rates on steel bolsters and enameling plate:

My understanding is that it is hardly possible, in view of the views that prevail by the East St. Louis lines, to reinstate the Official Classification on either bolsters or enameling plate unless the rates on both are restored at the same time.

These steel bolsters are made here, at Hammond, Michigan City and other points, and it is impossible to any longer hold the rates from these latter points so long as East St. Louis has comparatively a lower rate. Now the question is: Will the East St. Louis lines all issue tariffs on enameling plate and steel bolsters, restoring the rates to basis of 32 cents per 100 pounds, East St. Louis to New York, effective Monday, November 16th? Otherwise a reduction will be forced on this traffic from other points.

There seems to be no necessity for issuing an Information Circular, for no circular was ever issued authorizing reduced rates; and my letter to you of April 18th, that you quote, simply gave you the rates that would prevail from the other points in view of the rate from East St. Louis, which at the time that letter was written it was stated could not be advanced.

Please telegraph me on receipt of this just what will be done.

Yours very truly,

"J. F. Tucker, Chairman."

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard Time.
Telephone: Main, 4705.

44. A. Ho. V. 42 D. H.

Chicago, Ill., Nov. 3rd, 1903.

R. M. Fraser, St. Louis, Mo.:

Your letter second forty two fifteen as to bolsters and enameling plate a special meeting should be called for any action taken on sixth will not give legal time to put the tariffs in November sixteenth as they should go in answer.

J. F. Tucker. 11:56 a. m.

"(Regular printed blank of the Western Union Telegraph Company.)

D. H. Answer to D. H.

Send the following message subject to the terms on back hereof, which are agreed to.

St. Louis, Mo., Nov. 3, 1903.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.:

Your wire date. Have tried, but cannot arrange for meeting before Friday.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 3, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Replying to your letter of the 2nd, your file 4215, relative to rates on enameling plate and steel bolsters:

This traffic is mentoned in the Special Iron List—not under those names exactly; but kindly see your letter of March 3, 1903, file 3280, in which you say:

"The T. St. L. & W. representative stated that until such time as the present special rate on black or enameling plate be cancelled, we cannot agree to the cancellation of the present special rating on steel bolsters."

Now if you will turn to Information Circular No. 756, July 21, 1902, you will find "Car Bolsters"—that would cover, whether they were steel or iron. You will also find "Black Plate" and also "Plate"—the latter would cover enameling plate.

Be all this as it may, this matter should be settled before your meeting of the 6th, or otherwise you will not have the ten days necessary to have it made effective November 16th.

My letter of April 18th simply shows what rates should prevail from East St. Louis, in view, as I wrote you before, of the unauthorized rates that could not be cancelled, forcing such rates. There was never any Information Circular issued.

I think you should call a special meeting to-morrow of the St. Louis Eastbound Freight Committee, when you will have our Information Circular, and have it fully understood that these rates will be restored November 16th, in accordance with the unanimous recommendation of the Central Committee; otherwise the rates from other points will have to be made in comparison with those from East St. Louis.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 3, 1903.

Please refer to file 4841.

Mr. R. M. Frazer, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—I telegraphed you this morning that unless

the St. Louis Committee took action prior to the 6th they could not restore the rates on bolsters and enameling plate on the 16th.

My understanding is that the Wabash Road are willing to advance the bolster rate, but want the enameling plate rates left as they are; the Clover Leaf are not willing to advance the bolster basis unless the enameling plate basis is also advanced. I have always understood that the Clover Leaf held this position, so that seemingly it would have been impossible to restore the bolster rates without the enameling plate rates were also restored. It seems to me that both should be restored without question and thus prevent a reduction from Chicago and Chicago rate points. Independent of the rates on these particular specified articles, they exert a strong sympathetic influence in an argument to reduce rates on other articles in the Special Iron List, and I think all the initial roads at St. Louis should have acted promptly in carrying out the recommendation of the Central Committee.

Yours very truly,

J. F. Tucker, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 4, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—Replying to your telegram of last evening. It is certainly to be extremely regretted that this matter could not have been settled in some way. Naturally, the manufacturers of bolsters at Chicago, Hammond and Michigan City feel that they are discriminated against to be charged the same rate from a 100% point as from a 116%, and notice

was given that unless we could advance the St. Louis rate by November 1st a reduction would have to be made from Chicago rate points. It was stated there were no good reasons known why the special iron rates could not be maintained.

Thinking to aid in the matter Information Circular was issued, copy of which is enclosed, and copy of which was sent you last evening.

Please telegraph and write me fully Friday after your meeting the full detail of what is done.

Yours very truly,

J. F. Tucker, Chairman.

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard Time.
Telephone: Main, 4705.

15. A. HO. V. 36 D. H.

Chicago, Nov. 7th, 1903.

R. M. Fraser, St. Louis, Mo.:

The Clover Leaf have issued circular restoring their rates on enameling plate and bolsters to the authorized basis effective Nov. sixteenth. Will all lines from St. Louis restore the bolster rate independent of the enameling plate? Answer.

J. F. Tucker. 9:43 a.m.

Received 10:30 a. m.

"(Regular printed blank of the Western Union Telegraph Company.)

D. H. Answer to D. H.

Send the following message subject to the terms on back hereof, which are hereby agreed to.

St. Louis, Mo., Nov. 7, 1903.

J. F. Tucker, Chairman C. F. A., Monadnock block, Chicago, Ill.:

Your wire date. Bolsters and Enameling Plate. No, sir. Letter by mail to-day.

R. M. Fraser."

Sent 10:30 a. m.

"(Regular printed blank of the Western Union Telegraph Company.)

Received at Union Station, St. Louis, Mo. Standard Time. Telephone: Main, 4705.

Received 1:35 p. m.

48 A XD NN 26 DH 12:46 p. m.

Chicago, Ill., 11-7, '03.

R. M. Fraser, St. Louis, Mo.:

General Traffic Mgr. Whitney telegraphs: We are not willing to advance the rates on bolsters from East St. Louis unless the rates on enameling plate are advanced correspondingly.

J.F.Tucker."

"Nov. 7, 1903.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir—Yours 4th, file 4841 and other correspondence —also Info. No. 1029—regarding Car Bolsters and Black Plate or Enameling Plate was given due consideration at meeting 6th (See Proceedings), and I was instructed to advise the Central Committee through you that the subject had been referred to the Central Frt. Assn. by recommendation, as shown below; also that the T. St. L. & W. R. R. was the only road who had published a tariff based on the recommendation of the Central Committee, and that when they found other roads had not taken similar action, stated they would cancel their tarfiff, effective on legal notice. A copy

of T. St. L. & W. R. R. Tariff, supplement No. 16 to Tariff G. F. D. No. 435, effective Nov. 16th, 1903, is enclosed.

The recommendation referred to above, is as follows:

Moved, That we recommend to the Central Freight Ass'n the establishment of rates on Black or enameling Plate to Eastern Cities, on basis of 27½ cts. per 100 lbs., East St. Louis to New York, that the question of rates on Bolsters be considered seperately and that the rates on that article be restored to the basis provided therefor in the Special Iron Rates, viz.: 27½ cts. per 100 lbs., Chicago to New York.

The vote on above recommendation was, Affirmative, 8—Negative, 1—Absent, 2.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 7, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I enclose herewith T. St. L. & W. R. R. Co. Supplement No. 16 to G. F. D. 435, and to their I. C. C. 235, issued November 3rd, effective November 16th, placing the enameling plate and bolsters back to the special iron rates.

The Wabash Road cannot restore the rates on the enamel ing plate, but I telegraphed you this morning asking if the St. Louis Eastbound lines would restore the bolster rates independent of the enameling plate rates. If they would do this it would enable the Chicago roads to maintain the 27½ cent rate; otherwise, the rate on bolsters will have to be reduced from Chicago and other points.

I was in hope to have received this morning the proceed-

ings of the St. Louis Eastbound Committee meeting yesterday, but so far it is not at hand.

Yours very truly,

J. F. Tucker, Chairman.

Enclosure.

P. S.—Since dictating the above have messages from G. T. M. Whitney. He could not advance bolsters unless the rate on enameling plate was also advanced and G. F. A. Knight of the Wabash advises he can not advance the enameling plate rate."

"Central Freight Assocation.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 9, 1903.

Please refer to file 4841.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to Proceedings No. 65 of St. Louis Eastbound Freight Committee meeting held November 6th, in reference to the rates on steel bolsters and enameling plate:

It is useless, it seems to me, to pursue this matter further under the conditions that prevail. My understanding is that the Wabash Railroad do not feel that they can advance the rates on black or enameling plate, and General Traffic Manager Whitney of the Clover Leaf advises that he cannot advance the bolster rate unless the enameling plate rate is advanced, so we have got to the dead-lock.

I shall advise the chief freight traffic officials of the Chicago eastbound roads today that under the conditions the rate on bolsters may be reduced comparatively to 23½ cents from Chicago and Chicago rate points. This puts them on a parity with the 27½ cent rate from East St. Louis.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 9, 1903.

4841.

Please refer to file Inf. 1029-A.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Replying to your letter of November 7th, your 4215, in relation to the rates on car bolsters and enameling plate:

I have written you previously this morning in relation to this matter. There seems to be no other course to pursue now but to reduce the rates on bolsters from Chicago rate points to meet the rates from East St. Louis, which cannot seemingly be advanced. It is much to be regretted that these rates could not have been advanced from East St. Louis.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked' "Complainant's Exhibit Fraser No. 783."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, in regard to reduction in rates on Packing House Products, damaged in the flood of 1903; being File 4231; as follows:

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 11, 1903.

Please refer to file 10923.

Messrs. R. M. Fraser, Chairman, St. Louis Eastbound

Com., St. Louis, Mo., John McCann, Secretary, Peoria Freight Com., Peoria Ill.

Gentlemen:—The following is received from one of the eastbound roads from Chicago:

"Kansas City roads have in an emergency tariff effective July 6, and expiring July 15, (with the expectation of continuing it ten days longer) on packing house products in packages and salted meats damaged by floods, in carloads, Kansas City to Chicago in ordinary cars 12½ cents, in private cars 15 cents per hundred pounds; shipments to be made under above rates to be subject to certificate inspection and supervision by representatives of the Western Railway Association Inspection Bureau at Kansan City. The regular tariff rate is 20 cents per hundred pounds. One of the eastern roads is asked for corresponding reduction to be made east of Chicago and the following proposition is submitted for your vote, viz:

A reduction of 40% on packing house products, in packages, and salted meats damaged by floods, in carloads, to eastern cities, with the understading that car mileage will be waived on refrigerator cars employed in the traffic, rate to be made effective on legal notice and to expire with July 31, 1903."

Kindly obtain views of your committee upon the proposition and advise me reply by telegram. Would like to have answer Monday if practicable.

Yours very truly,

J. F. Tucker, Chairman."

"July 15, 1903.
4231.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 11th, file 10923 received and Circular Letter No. 156 (copy attached) issued and delivered

in A. M., 13th. Up to this time 5:00 p. m., I have been unable to secure expression from all the (11) members.

At present the answers received are as follows:

Not in favor of the proposition,	3
Not interested,	1
Not voting,	1
No objections to proposition,	3
If majority in favor we are agreeable,	1
	9

I understand the proposition has been submitted by some of the members to their Gen'l Offices and are awaiting reply.

A member has requested that he be advised whether the reduced rate is authorized or put in effect from Chicago.

Respectfully,

Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 784."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, with reference to sorting and grading hides on platforms at St. Louis and East St. Louis, and the effect thereof on competition between the roads; being File 4242; as follows:

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 4, 1903.

Please refer to file 10888.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—This office is informed that some eastbound

roads from East St. Louis permit hides to be sorted and graded upon their platform and then reshipped east at the established rates. This act of railroad companies furnishing to shippers a place for carrying on their work of sorting and grading is in effect a concession as compared with the shipper who does the work on his own premises, and the opinion therefore is that the practice of railroads permitting shippers to sort and grade hides on their platform should be discontinued, notwithstanding the hides are billed from East St. Louis at the established local rates.

Will you kindly therefore place the matter before your committee for consideration at next meeting and advise what they conclude, for it is thought if the practice referred to as being in effect at East St. Louis is not discontinued, it will spread to other gateways.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 10, 1903.
4242.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir:—Yours 4th, file 10888 read at Special Meeting 7th and laid over for a regular meeting, the Committee having adjourned on July 31st to Sept. 4th.

If there is a CFA. rule prohibiting the practice mentioned please give me reference thereto and oblige,

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 11, 1903.

Please refer to file 10888

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Acknowledging receipt of your favor of the

10th inst., file 4242, relative to subject of roads at E. St. Louis permitting hides to be assorted, graded, etc., on their platform, would state, there is no rule of this Association which specifically prohibits the practice, but it is contrary to the general principles of railroading and, furthermore, in our opinion, it seems to amount to a concession to shipper because it gives him an advantage as against his competitor and it hardly appears proper for the railroads to extend any privileges in that direction.

Yours respectfully,

J. F. Tucker, Chairman."

"Oct. 3, 1903.
4242.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Yours Aug. 4th and 11th were given consideration at meeting 2nd with result as follows:

Moved, That Chairman, CFA. be answered that one line a member of the Committee advises that his Company permits any shipper to handle freight on their platforms, subject to the rules of their Transportation Department and claims that they are not violating any rule of the Official Class'n or the Central Freight Association.

Respectfully,

Chairman."

"Central Freight Assocation.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 6, 1903.
Please refer to file 10888.

Mr. R. M . Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of October 3rd, file 4242:

Please inform me what member of the committee made

the admission referred to in the motion mentioned in your letter; also kindly state if any objections were offered by any member of the committee to the practice being continued. Furthermore, did any member, upon learning of such practice, indicate that he would be forced to participate in it in order to be on a parity?

So far as concerns it being a violation of the Central Freight Association or Official Classification ruling, would state that no rule specifically prohibits it, but at the same time it seems directly contrary to good railroad principles and is as much an advantage to the shipper as if he was granted storage facilities or analogous privileges. Whether or not it is a violation of the storage, etc., rules depends entirely upon the extent of the practice, and what it really consists of, which is a point upon which we have not been thoroughly informed, and would like to have you advise us, if practicable.

I may say that one member of your committee intimates that he will have to grant the shippers the same rights if the Wabash continues to do so, and on that account it seems best for the good of all that no shipper be granted the privilege referred to by any road member of your committee.

Yours very truly,

J. F. Tucker,
Chairman.

P. S. It seems wise to me to have this matter discussed at the St. Louis Committee Meeting, and some unanimous decision or recommendation arrived at."

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

"Oct. 10, 1903.
4242.

Dear Sir: Yours 6th, file 10888 was read at meeting 9th and as shown in proceedings No. 61, it was:

Moved, That the subject be tabled.

I have no official reply to make other than above. For your personal information and in reply to your enquiry 6th the admission was made by the Wabash representative. Several members participated in the discussion, but I do not remember that any one made direct objection to the practice or stated that he would be forced to do likewise.

I am unable to inform you as to the extent of the practice. I am of the opinion, however, that it amounts possibly to an occasional mixed C. L. coming from the west consigned to a local dealer, who is permitted to unload the car on Railroad platform and re-ship part, say to Chicago, Cleveland, Cincinnati, etc.

At meeting yesterday it was stated that this was purely a local proposition and not one within the jurisdiction of this Committee or the Central Freight Ass'n.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 10, 1903.

Please refer to file 10888.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to your letter of October 3rd, your file 4242, and my reply thereto of the 6th:

Of course, if any one road allows this privilege others will necessarily follow. I suggest that at your next meeting you docket the subject for reconsideration and poll your Committee on such recommendation as may seem to them desirable under the conditions as they exist. It strikes me it is a dangerous precedent to establish, as stated in my

letter of the 6th, and much preferable for all to decline to do it rather than that any should grant such privilege.

Yours very truly,

J. F. Tucker,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 12, 1903.

Please refer to file 10888.

Mr. R. M. Fraser,

Chairman St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: I am in receipt of your personal letter of the 10th, your file 4242, relative to the railroads permitting shippers to sort and grade hides on their platforms.

It seems to me the inspector could easily ascertain the extent of this practice, and I cannot agree with your Committee that this is a local proposition and not one within the jurisdiction of either the St. Louis Eastbound Freight Committee or of the Central Freight Association. In my judgment it is within the jurisdiction of both, and the St. Louis Eastbound Freight Committee should make some recommendation in relation to it. Whatever prevails at East St. Louis naturally should prevail at all other points on the same traffic—if it is permissible at East St. Louis it should not be forbidden at Cincinnati or at Chicago.

Won't you again present it to your Committee on this basis, and in the meantime I think it would be easy to find out the extent of it, for one of the East St. Louis lines has given notice that unless it is discontinued by the Wabash they will have to also authorize it. My judgment is it should not be permitted.

Yours very truly,

J. F. Tucker, Chairman."

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

"Oct. 13, 1903.
4242.

Railroads Permitting Shippers to Sort and Grade Hides on Their Platforms.

Dear Sir: Yours 12th, file 10888. I would be pleased to comply with your request to docket this again, but the subject was very fully discussed and when tabled it was stated that it would not be given any further consideration under the present charge. If members of the Committee were not satisfied with the conditions as they exist they should, in my opinion, have opposed the proposition to table.

I appreciate the fact that to *Table* a subject does not prevent a *member* from having it taken up again, but in this instance (after having been on the docket five (5) times the Chairman was practically informed that they did not wish to hear any more about it.

Respectfully,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 785."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning rates on New Iron and Steel Rails, being file 4244, as follows:

"August 25, 1903.

Mr. J. F. Tucker,
Chairman, C. F. A., Chicago, Ill.

4244.

Dear Sir: Will you kindly advise me present rates in effect and the Information Circular covering same, on Iron and Steel Rails, C. L., between Chicago and C. F. A. and

Trunk Line Territory, also between East St. Louis and C. F. A. and Trunk Line Territory and oblige.

Yours respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 26, 1903.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your letter of the 25th instant, your 4244:

This Association does not have the rates on iron and steel rails within its jurisdiction. Kindly, therefore, write Mr. Walter H. Smith, Secretary, Special Committee, on New Iron and Steel Rails, care L. S. & M. S. Ry., Cleveland, Ohio, for the information. Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 786."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning agreed rate on Sand from Illinois and Missouri sand-pits, passing through St. Louis and East St. Louis; also Proceedings of meeting of representatives of Eastbound Roads from Chicago, East St. Louis, Kankakee & Peoria, to consider rates on sand, held at Chicago, August 31st, 1904; being File 4245, as follows:

"Proceedings of Meeting of Representatives of Eastbound Roads From Chicago, E. St. Louis, Kankakee and Peoria, Regarding Rates on Sand,

At C. F. A. Committee Rooms, Chicago, Wednesday, August 31, 1904. There were present:

Messrs. P. F. Finnegan, representing B. & O. R. R.; Archibald Fries, representing B. & O. S. W. R. R.; C. J. Brister, representing C. C. C. & St. L. Ry.; R. E. Eggebrecht, representing C. & E. I. R. R.; J. W. Allison, representing Erie R. R.; H. C. Martin, representing G. T. Ry. Sys.; W. W. Ward, representing I. I. & I. R R.; M. R. Maxwell, representing L. E. & W. R. R.; F. W. Fairbairn, representing L. S. & M. S. Ry.; P. L. Shepherd, representing M. C. R. R.; B. E. Morgan, representing N. Y. C. & St. L. R. R.; J. B. Hill and M. S. Connelly, representing P. C. C. & St. L. Ry.; J. E. Williams, representing P. M. R. R.; E. T. Wood, representing Penn. Co.; H M. Griggs, representing P. & E. Ry.; Wm. Hodgdon, representing Vandalia Line.

Pursuant to request contained in Circular Letter C. M. No. 200, dated August 26, 1904, the representatives as above named, of eastbound roads from Chicago, Peoria and Kankakee convened, and after considering the rates current on sand from Illinois pits (Millington, Ottawa, Wedron and Utica), and Missouri pits (Silica, Klondike, Pacific and Crystal City), to Evansville, Terre Haute and Vincennes, versus rates to other C. F. A. points east thereof, and based upon the announcement that it is hardly practicable to make any advancement in the present rates to Evansville, Terre Haute and Vincennes, the following rates were checked in:

On Sand, all Kinds, C. L. (Per net ton.)

To	From Ill. Pits.	Mo. Pits.
Akron, Ohio	$1.90	$2.15
Albany, Ind.	1.40	1.50
Alexandria, Ind.	1.40	1.50
Allegheny, Pa.	2.50	2.75

To	From Ill. Pits.	Mo. Pits.
Alliance, Ohio	1.90	2.15
Anderson, Ind.	1.40	1.50
Atlanta, Ind.	1.40	1.50
Bedford, Ind.	1.40	1.50
Bellaire, Ohio	2.50	2.75
Bowling Green, Ohio	1.60	1.85
Buffalo, N. Y.	2.50	2.75
Byesville	2.10	2.35
Cambridge, Ohio	2.10	2.35
Canton, Ohio	1.90	2.15
Celina, Ohio	1.60	1.85
Charleston, W. Va.	2.50	2.75
Cicero, Ind.	1.40	1.50
Cincinnati, Ohio	1.90	1.90
Cleveland, Ohio	1.90	2.15
Columbus, Ohio	1.90	2.15
Decatur, Ind.	1.40	1.55
Detroit, Mich.	1.60	1.85
Dunkirk, Ind.	1.40	1.50
Dunkirk, N. Y.	2.50	2.75
Eaton, Ind.	1.40	1.50
East Liverpool, Ohio	2.30	2.55
Elwood, Ind.	1.40	1.50
Erie, Pa.	2.50	2.75
Evansville, Ind.	1.60	1.60
Fairmount, Ind.	1.40	1.50
Findlay, Ohio	1.60	1.85
Ft. Wayne, Ind.	1.40	1.55
Fostoria, Ohio	1.60	1.85
Fowlerton, Ind.	1.40	1.50
Frankton, Ind.	1.40	1.50
Gas City, Ind.	1.40	1.50
Grand Rapids, Mich.	1.60	1.85
Greenfield, Ind.	1.40	1.50

To	From Ill. Pits.	Mo. Pits.
Greentown, Ind.	1.40	1.50
Hanna, Ind.	1.05	....
Hartford, Ind.	1.40	1.50
Huntington, W. Va.	2.50	2.75
Indianapolis, Ind.	1.40	1.50
Ingalls, Ind.	1.40	1.50
Jeffersonville, Ind.	1.90	1.90
Kokomo, Ind.	1.40	1.50
Lancaster, Ohio	2.10	2.35
Lapel, Ind.	1.40	1.50
Louisville, Ky.	2.00	1.90
Mansfield, Ohio	1.75	1.95
Marietta, Ohio	2.50	2.15
Marion, Ind.	1.40	1.50
Massillon, Ohio	1.90	2.15
Matthews, Ind.	1.40	1.50
Middletown, Ind.	1.40	1.50
Moundsville, W. Va.	2.50	2.75
Muncie, Ind.	1.40	1.50
New Castle, Ind.	1.40	1.50
Orrville, Ohio	1.90	2.15
Parkersburg, W. Va.	2.50	2.75
Parker City, Ind.	1.40	1.50
Pendleton, Ind.	1.40	1.50
Peru, Ind.	1.40	1.50
Pittsburg, Pa.	2.50	2.75
Porter, Ind.	1.00	....
Red Key, Ind.	1.40	1.50
Saginaw, Mich.	1.60	1.85
Salamanca, N. Y.	2.50	2.75
Sandusky, Ohio	1.75	1.95
Sebring, Ohio	2.10	2.35
Sharon, Pa.	2.10	2.30
Shirley, Ind.	1.40	1.50

To	From Ill. Pits.	Mo. Pits.
South Bend, Ind.	1.30	....
Steubenville, Ohio	2.30	2.55
Summitville, Ind.	1.40	1.50
Swayzee, Ind.	1.40	1.50
Terre Haute, Ind.	1.40	1.40
Tiffin, Ohio	1.60	1.85
Toledo, Ohio	1.60	1.85
Toronto, Ont.	2.25	....
Valparaiso, Ind.	1.05	....
Vincennes, Ind.	1.40	1.40
Wallaceburg, Ont.	1.50	....
Wheeling, W. Va.	2.50	2.75
Winchester, Ind.	1.40	1.50
Yorktown, Ind.	1.40	1.50
Youngstown, Ohio	2.10	2.35
Zanesville, Ohio	2.10	2.35

Illinois pits include: Millington, Ottawa, Utica and Wedron.

Missouri pits include: Crystal City, Klondike, Pacific and Silica.

The rates from Illinois pits will apply via Chicago, Chicago Junctions and Kankakee, and Peoria, Ill.

The rates from Missouri pits will apply via East St. Louis.

The initial roads are to issue tariffs from the pits naming the through rates as above and in the division thereof the roads *west* of Chicago, Chicago Junctions, East St. Louis, Kankakee and Peoria, will in no case be allowed in excess of 50 cents per net ton, the balance to accrue to roads east of said junctions.

These rates will be submitted by Advice Letter for views of all C. F. A. Lines.

Adjourned. E. Morris, Chairman.

Chicago, Sept. 6, 1904."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Sept. 22, 1904.
Please refer to File 10,077-R.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I presume you have observed Information Circular No. 5429, dated the 17th inst., providing for rates and divisions on sand, in particular from Missouri pits to points in the Indiana Gas Belt.

We understand it will be necessary for you to have this subject considered by your committees for the purpose of arranging to have the through rates published from Missouri pits.

The question of dividing the rates will also have to be taken up by your committee, for it will be observed that the through rates in said circular are based upon supposed allowance of fifty cents west of East St. Louis, but we understand that in some cases said allowance is greater, and in others less, than fifty cents.

Of course, where the allowance is less than fifty cents, it is expected that the roads east of East St. Louis will only pay the lines west of East St. Louis what the actual charge is and accept east thereof the difference. What your lines should keep in mind is that the minimum rates east of East St. Louis will be what remains of the through rates named in Information Circular No. 5429 after allowing the lines west of East St. Louis fifty cents.

Yours very truly,
J. F. Tucker, Chairman."

"Sept. 24, 1904.
4245.

Rates and Divisions on Sand.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: At meeting 23rd C. F. A. Info. 5429, Sept 17th was under consideration and I was instructed to write you that members of this Committee notice that to certain points in the Gas Belt, where rates have heretofore been on a parity, the rates via (or from) East St. Louis in Info. 5429 are now 10 cts. higher than via (or from) Chicago and that it is the understanding of the St. Louis Roads that there was to be no *change* in the *basis* of rates, but, simply a relative reduction and desire to be informed as to why the change was made.

Awaiting your reply, I am, Yours respectfully,
Chairman.

P. S.—Your letter 22nd, file 10,077-R received 24th, meeting held 23rd."

"The Western Union Telegraph Company.
(Regular printed blank.)
W. U. Frank No. 1264.

St. Louis, Mo., Sept. 29, 1904.

J. F. Tucker,
Chairman, C. F. A., Monadnock Block, Chicago, Ill.
Please reply early mail to-day twenty fourth, rates on sand.
R. M. Fraser."

"Central Freight Association.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, Sept. 29, 1904.
Please refer to File 10,077-R.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your favor of the 24th inst., file

4245, regarding rates and divisions on sand, as embodied in Information Circular No. 5429:

The rates in Information 5429 are a matter of agreement between representatives of eastbound roads from Chicago and East St. Louis, and proceedings of the meeting held Aug. 31st, at which said rates were agreed to, is enclosed herewith. No one, so far, has questioned the correctness of these proceedings and as the rates in Information 5429 to the Indiana Gas Belt agree with the proceedings it seems conclusive that they are correct.

Yours very truly,

J. F. Tucker, Chairman."

Enclosure."

"The Western Union Telegraph Company.

(Regular printed blank.)

1093-Ch. Wa. 29 Dh. 1788.

Received at 412 & 414 Pine Street, St. Louis, Mo.

Dated Chicago, Oct. 11, 1904.

To R. M. Fraser, St. Louis, Mo.

The Wabash by amendment No. 4 to I. C. C. twelve eighty one effective thirteenth established rate one thirty five East St. Louis to Detroit on Sand. Please notify your committee. J. F. Tucker.

1257 pm."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Oct. 17, 1904.

Please refer to File K-39.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to the subject of rates on sand to

Central Freight Association points, considered at meeting of the St. Louis Eastbound Freight Committee on October 14, 1904:

Said subject relates to the rates submitted by Advice Letter K-39 to apply from Chicago, but inasmuch as Central Freight Association lines have declined to concur in the rates as submitted, or, in fact, in any changes from Chicago which propose to establish figures lower than the present rates, it, of course, seems unnecessary for the St. Louis lines to take any action with reference to shipments from that point."

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.
Chicago, Oct. 26, 1904.
Please refer to File 10077-R.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Recently we discovered that the Wabash Railroad issued Amendment No. 4 to that company's Tariff I. C. C. 1281, naming rate of $1.35 per ton on sand from East St. Louis to Detroit, whereas the authorized rate is $1.50 per ton.

Mr. Knight justifies his tariff by the fact that the rate is published via the Chicago, Peoria & St. Louis Railway in that company's tariff G. F. O. 2051. We consequently wrote General Freight Agent Bushnell, and he states that the rate was issued in error. Furthermore, that he will at once arrange to advance the rate to $1.50 per ton, as provided by Information Circular No. 4364. General Freight Agent Knight, of the Wabash Railroad, has been so advised and

we have asked him to kindly correct his records, effective on legal notice, to publish rate of $1.50 per ton.

All this is for your information. Will you kindly see that both the Chicago, Peoria & St. Louis and Wabash Railroads issue tariffs accordingly, and advise this office in case they do not? Yours very truly,

J. F. Tucker, Chairman."

"Oct. 29, 1904.
4245.

Rates on Sand.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: At meeting 14th, proceedings No. 101, this subject was referred to Rate Clerks meeting for check and recommendation.

At meeting of Rate Clerks 19th your letter 17th, file K-39 was submitted and action taken as follows:

"Moved, That in view of Chairman, Central Freight Association Letter of the 17th inst., file K-39, advising that the Central Freight Ass'n Lines have declined to concur in the rates submitted by Advice Letter No. K-39, on sand, carloads, from Illinois Pits to Central Freight Ass'n Territory, it is unnecessary for us to check in rates based upon this issue.

We respectfully recommend to the St. Louis Eastbound Freight Committee that in our opinion any change in the sand rates from Illinois or Missouri pits should be had, only as result of joint check, believing that any advances or reductions should be put into effect simultaneously from both territories, similar to the action taken by the Central Freight Ass'n on sand rates to the Gas Belt region, as promulgated in Info. No. 5429, Sept. 17th, 1904.

At meeting of the Gen'l Committee 28th, above action was considered, and it was:

Moved, That the report be adopted as the sense of this Committee and transmitted to Chairman, C. F. A. for his guidance in future.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, October 31, 1904.
Please refer to file 10077-R.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor of the 29th inst., file 4245, relative to the matter of sand rates from Illinois and Missouri pits to points in Central Freight Association territory.

Of late years, I do not recall a single case where the rates on sand from Illinois pits to points east of the Indiana-Illinois state line, in Central Freight Association territory, have been changed without first consulting the representatives of the St. Louis Eastbound Freight Committee, and that such course was followed in this case is evidenced by the proceedings of meeting of Chicago, Peoria and East St. Louis lines which was held in this Association's rooms on Wednesday, August 31, 1904. The same procedure will be followed by this office in future, which seems to be entirely in harmony with the wishes of your committee.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 7, 1904.
Please refer to file 10077-R.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Please see my letter to you of October 26th, and kindly advise if you have been able to have both the Wabash R. R. and C. P. & St. L. Ry. correct their tariffs on sand, in carloads, from East St. Louis to Detroit, to read $1.50 per net ton. I believe the C. P. & St. L. Ry. Co. has already done so, and the question is has the Wabash also issued a tariff?

Yours very truly,
J. F. Tucker, Chairman."

"Nov. 9, 1904.
4245.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours Oct. 26 and Nov. 7th, file 10077-R. I have made several requests on C. P. & St. L. Ry. for copy of their tariff amending rate on Sand to Detroit and in reply to last inquiry (8th) received notation as follows: "not yet out, will be in hands of printer to-day."

When I get copy of C. P. & St. L. amendment will take subject up with Wabash and advise result.

Respectfully,
Chairman."

"The Western Union Telegraph Company.

(Regular printed blank).

2093 Ch P W 33 DH Pass
Received at 412 & 414 Pine St., St. Louis, Mo., 1843
Chicago, 11/18
R. M. Fraser,
St. Louis, Mo.

Presume you have received supplement twelve to Chicago, Peoria and St. Louis tariff twenty fifty-one, advancing sand rate from East St. Louis to Detroit, and will arrange to have Wabash correct tariff effective same date.

J. F. Tucker,"

Mr. J. F. Tucker, "Nov. 30, 1904.
Chairman, C. F. A., 4245.
Chicago, Ill.

Dear Sir: Referring to my letter October 29th, your reply Oct. 31st, file 10077-R about Sand Rates. Do you consider the issue of Info. 5554 in accord with request and statements made in said letters. Please favor me with reply by early mail Thursday (1st) and oblige,

Respectfully, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 1, 1904.
Please refer to file Inf. 5554.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: In reply to your favor of the 30th ult., file 4245, would state that the rates in Information Circular No. 5554 are merely a lining up which was overlooked at the time the

rates from Illinois points to the Indiana Gas Belt, as per Information Circular No. 5429, were decided upon.

By reference to the proceedings of meeting held August 31, 1904, by representatives of eastbound roads from Chicago, Peoria and East St. Louis, it is noted that the rate then checked in to Shirley and Greenfield was $1.40 per ton. Consequently, the members of the committee agreed, at that time, to the rates in Information Circular No. 5554.

In view of all these facts, I do not believe that the issuance of Information Circular No. 5554 is not in accord with your letter of October 29th.

Yours very truly,
J. F. Tucker, Chairman."

"Dec. 5, 1904.
4245.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to correspondence, your file 10077-R, telegram Nov. 18th. It affords me pleasure to attach for your information copy of Wabash Tariff No. 32465-E, Amendment No. 5 to ICC. No. 1281, naming rate on Sand, East St. Louis to Detroit, Mich., $1.50 per net ton, effective Dec. 12th, 1904. Respectfully,
Chairman."

"Dec. 5, 1904.
4245.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring to my letter Nov. 30th your reply December 1st, file Info. 5554. At meeting of the Committee 2nd inst. a letter from a member was presented calling attention to C. F. A. Info. 5554, naming rates from Illinois Pits to Greenfield, Shirley and Wilkinson, Ind., $1.40 and requesting that rates from Missouri Pits to same destination

be authorized on the same relative proportion as authorized in Info. 5429 to other Gas Belt Points. I was instructed to advise you that in as much as the rates, as per C. F. A. Info. 5554 are in line from Chicago, rate of $1.50 per ton must be in line from Missouri Pits and request that you issue Information Circular to cover. Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, Dec. 9, 1904.

Subject—Proposed rate on sand, all kinds, originating at Missouri sand pits, to Greenfield, Shirley and Wilkinson, Ind.

(Advice Letter No. K 200.)

To the General Freight Agents,

Gentlemen: Application is filed by the St. Louis Eastbound Freight Committee for rate of $1.50 per net ton on sand, all kinds, carloads, from Missouri sand pits, viz.: Crystal City, Klondike, Pacific and Silica, Mo., to Greenfield, Shirley and Wilkinson, Ind.

In support of this application it is pointed out that this rate is now in effect to Anderson, Ind., and various other Indiana Gas Belt points, as per Information No. 5429, and it is claimed to be in line with the rate of $1.40 per net ton established by Information No. 5554 from Illinois sand pits to Greenfield, Shirley and Wilkinson.

The present rates are made up of locals to E. St. Louis, plus rate therefrom as published in Information No. 4382.

Please note on the enclosed blank your views on this proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 787."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning Grain Rates from East St. Louis to C. F. A. points; being file 4250, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 19, 1904.
Please refer to File 9466.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I presume you are aware that the Wabash Railroad is carrying carload shipments of wheat from East St. Louis to Detroit and Toledo at rate of six cents per 100 pounds; said rate being covered, as we understand, by Wabash tariff No. 30,620. Please inform me if this rate has ever been before the St. Louis Committee, and, if so, what action they took thereon.

Yours very truly,
J. F. Tucker, Chairman."

May 21, 1904.
4250.

Mr. J. F. Tucker,
Chairman, C. F. Ass'n.,
Chicago, Ill.

Dear Sir: Yours 19th, file 9466 I have not been furnished with a copy of Wabash Tariff No. 30620 and the subject of rates 6 cts. to Detroit and Toledo has not been submitted for consideration by the Committee.

Yours respectfully,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, May 25, 1904.
Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Acknowledging receipt of your favor of the 21st inst., file 4250, would respectfully ask if it is not well to have the St. Louis Eastbound Freight Committee consider the fact that the Wabash has in effect, as per that company's tariff 30620, rate of six cents per 100 pounds on wheat from East St. Louis to Detroit and Toledo when shipments originate west of the Mississippi River. Of course, if every one is aware that the rate is in effect probably that is sufficient. I thought probably it might be possible to get concentrated action in the direction of having the rate withdrawn.

Yours very truly,
J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.
Office of the Chairman, 8th Floor Monadnock Block.
Chicago, May 31, 1904.
Please refer to file 9466.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to proceedings of the St. Louis Eastbound Freight Committee May 27th, as to rate of 6 cents per 100 lbs. on wheat, East St. Louis to Detroit and Toledo:

Ass't. General Freight Agent Coyle, as I see, was present at the meeting and seemingly must have known that tariff was in, for the Inspection Bureau has reported it for quite

a while back, and this office has been earnestly endeavoring to have it withdrawn.

Yours very truly,
J. F. Tucker,
Chairman."

"June 4, 1904.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours May 31st, file 9466. At meeting 3rd your letter May 19th, 25th and 31st were read and after discussion, it was:

Moved, That the subject be tabled.

Respectfully,
Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

Received at Union Station, St. Louis, Mo.
A. 76 AD. CF....29 D. H.
TA Chicago, Ill., June 20, 1904.

R. M. Fraser,
St. Louis, Mo.

Please advise if Wabash Railroad is still using rate Six cents on wheat or other grains from East St. Louis to Detroit and Toledo and whether is covered by tariff.

J. F. Tucker, 2:33 P"

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

D. H. Answer to D. H.

St. Louis, Mo., June 20,1904.

J. F. Tucker,
Chairman, C. F. A., Monadnock Block,
Chicago, Ill.

Your wire date. District Inspector advise last shipment

at six cent rate June ninth. Wabash Tariff three naught six twenty. Unable to advise further.

R. M. Fraser."

"The Western Union Telegraph Company.

(Regular printed blank.)

Received at 77 HK D 19 DH 223 P

Chicago, Ill., 7/13, 04.

R. M. Fraser, St. Louis, Mo.

Please say if you have information that Big Four has proportional rate six cents on wheat E. St. Louis to Indianapolis.

J. F. Tucker."

"The Western Union Telegraph Company.

(Regular printed blank.)

D. H. Answer to D. H.

St. Louis, Mo., July 13th, 04.

Mr. J. F. Tucker,

Chairman C. F. Assn., Monadnock Block,

Chicago, Ill.

Your wire date, Big Four supplement 19 to X 2878 effective July 6th, 1904, names rate of 6 cents East St. Louis to Indianapolis and applies only on Wheat when from Missouri River points.

R. M. Fraser."

Above exhibit is marked "Complainant's Exhibit Fraser No. 788."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning Lumber

passing through St. Louis and East St. Louis to eastern points; being File 4255; as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Nov. 13, 1903.

Please refer to file 11236.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: The Inspection Bureau brings particular attention to the fact that some of the St. Louis eastbound roads are reconsigning Lumber and protecting east of E. St. Louis the proportion of the Cairo rate; at the same time we are unable to find any rule of this Association authorizing the practice, and, furthermore, this office has always understood that the E. St. Louis proportion of the Cairo rate was only to be protected on shipments of Lumber that were consigned through from point of origin; in view of which we think it is improper for the roads members of your committee to charge less than local rates from E. St. Louis on Lumber reconsigned thereat. As a different opinion is held by the parties participating in the traffic we thought it well to have this subject reviewed by your committee at next meeting, with a view to having some action taken to discontinue the practice or submit an application to have it approved.

Yours respectfully,
J. F. Tucker, Chairman."

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

"Nov. 23, 1903.
4255.

Dear Sir: Yours 13th, file 11236 was read at meeting 20th, and it was

Moved, That the Chairman reply to Chairman C. F. A. Lines, that when destination of a shipment is changed enroute and before delivery as per original bill of lading has been accomplished, to protect the through rate from point of shipment to ultimate destination.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 16, 1903.

Please refer to file 11236.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Referring to your favor of the 23rd ult., file 4255, in which you advise that it is the opinion of the St. Louis Eastbound Freight Committee that it is the universal practice of Central Freight Association lines that when the destination of a shipment is changed enroute and before delivery as per original bill of lading has been accomplished to protect the through rate from point of shipment to ultimate destination:

We have investigated this matter through the Inspection Bureau and are informed that in cases where lumber is reconsigned the inspectors correct to full local rates and no objections thereto are offered on the part of railroads interested, consequently would respectfully suggest that the matter be again reviewed by your committee, and an understanding reached that on future shipments reconsigned the full local rates will be charged on the basis set forth in my letter to you of November 13th.

Yours very truly,

J. F. Tucker, Chairman."

Mr. J. F. Tucker, Dec. 19, 1903.
Chairman, C. F. A., 4255.
Chicago, Ill.

Dear Sir: Yours 16th, file 11236 was read at meeting 18th, proceedings No. 69, and it was referred to Special Committee appointed Dec. 4th (Proceedings No. 67), to consider Lumber rates, etc., for report.

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Dec. 31, 1903.
Please refer to file 11236.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Please see your letter of December 19th, file 4255, and advise what further you have to communicate in the matter.

Yours respectfully,
J. F. Tucker, Chairman."

Jan. 2, 1904.
Mr. J. F. Tucker, Chairman, C. F. A., 4255.
Chicago, Ill.

Dear Sir: I have nothing further to communicate as the Special Committee have not made their report, as shown in Proceedings No. 70, Dec. 29th.

Their present intention is to meet on Wednesday 6th and report to regular meeting Friday 8th.

Respectfully, Chairman."

"Jan. 9, 1904.
Mr. J. F. Tucker, Chairman, C. F. A., 4255.
Chicago, Ill.

Dear Sir:

At meeting 8th the subject of your letters Nov. 13th,

Dec. 16th and 31st, file 11236 regarding the 'Reconsigning of Lumber enroute' was reported upon by the Special Committee and after the report was considered and amended it was:

Moved, That the report of the Special Committee, as amended be received and communicated to Chairman C. F. A., as the sense of this Committee.

The amended report is as follows:

"No legislation of the Central Freight Ass'n can be found prohibiting the practice of reconsigning shipments of Lumber (or any other commodities) while in transit and protecting the current through rates and divisions from points of origin to final destinations, applying via routes shipments travel.

If it is found that legislation does exist prohibiting the reconsigning of Lumber en route, that the same be cancelled.

It is a matter of record that the reconsigning of Lumber is permitted at Memphis, Cairo, Gale, Thebes and other points, therefore the practice of reconsigning Lumber at East St. Louis or by the East St. Louis lines does not seem inconsistent from any point of view, nor does it permit of any manipulation of through rates."

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Jan 18, 1904.

Please refer to File 11,236.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: This will acknowledge receipt of your favor

of the 9th inst., file 4255, relative to reconsigning of lumber en route.

It is a fact there is no specific legislation prohibiting the reconsignment of lumber in transit and at the same time protecting the basis of through rates and divisions from point of origin to final destination, but neither is there any legislation authorizing it, and it is acknowledged as correct ruling that where the practice is not approved it is prohibited. This is evidenced by the fact that the Association has adopted rules permitting reconsignment of certain commodities, for instance, on grain, bran, etc.

If it was correct to reconsign traffic because there was no rule prohibiting it, then it would not have been necessary to authorize the reconsignment of grain, bran, etc., which has been done.

So far as concerns reconsigning of lumber at Memphis, the practice is authorized by Central Freight Association authorities Nos. 673 and 2183, but so far as we can learn, lumber is not reconsigned at Cairo, Gale, Thebes or other points subject to through rates and divisions. Lumber may be reconsigned at Cairo, Gale and Thebes, but if so the authorized local rates from these points are charged.

We note that the St. Louis Committee practically files application that reconsignment of lumber at that point is permitted, and it is our intention to place the matter before the Association for consideration; at the same time I thought it advisable to transmit the foregoing and thereby disabuse your members of the idea that reconsigning is permissible on basis of through rates and divisions because it is not specifically prohibited.

It really seems that a bad practice is being developed by permitting traffic to be recognized based on through rates and divisions, because, if granted on any class of traffic, why not extend it to all other classes similarly handled, and this, I fear, will be the outcome if the practice

is not curtailed to cases where really exceptional conditions exist.

Yours very truly,
J. F. Tucker,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 789.

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning attempt to regulate giving of return passes to men in charge of live stock; also record of meeting of the Indianapolis Freight Committee, held at Indianapolis, Ind., August 15th, 1904; being file 4261; as follows:

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 18, 1903.
Please refer to file 11299.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: The members of the Illinois Freight Association had a meeting to-day in relation to return live stock passes, and they agreed unanimously that on and after January 1st, they would discontinue return stock passes, and they want the St. Louis Committee to meet at as early date as possible, say Tuesday next if you can get them together, and come to the same conclusion—i. e., not to give return live stock passes on and after January 1, 1904, from East St. Louis to any points in Indiana, Illinois and Ohio. My brother, Horace, who was Chairman of the meeting this

morning, will send you copy of the proceedings by mail to-night.

Yours very truly,
J. F. Tucker,
Chairman."

"Dec. 22, 1903.
4261.

Mr. J. F. Tucker,
Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Yours 18th, file 11299. I issued call December 19th for meeting to-day of the St. Louis Eastbound Frt. Committee and the St. Louis-Cincinnati-Louisville Freight Committee. The following roads were represented: B. & O. S. W., C. & A., C. C. C. & St. L., I. C., Southern and T. H. & I., and it was:

Resolved, That the lines named below concur in and will conform to the following action taken at a meeting of the Illinois Freight Ass'n., held in the office of the Chairman, Horace Tucker, Chicago, Ill., on Dec. 18th, 1903, viz.:

Note:—The rules shown in Proceedings Illinois Freight Ass'n. Dec. 18th, to follow:

On roll call the B. & O. S. W., C. & A., I. C., T. H. & I. voted in the affirmative. The C. C. C. & St. L. withheld vote as to adoption, pending instructions. The Southern voted "Aye, provided same rules are made effective at all points in C. F. A. Territory."

I was instructed to prepare a paper covering the above action and endeavor to secure the signature of Traffic Officials of all E. St. Louis Lines.

I am in doubt as to whether in your request for me to call a meeting of the "St. Louis Committee" you referred to the St. Louis Eastbound Freight Committee, the St. Louis, Cincinnati, Louisville Frt. Committee or all East St. Louis

roads and was the action to be taken expected to cover *only return transportation from East St. Louis* as stated or was the rule and practice not only to be operative *from East St. Louis and Chicago,* but to be enforced from Indianapolis, Cincinnati, Cleveland, Pittsburg and other Live Stock markets in C. F. A. territory.

If the action desired is only to apply *from East St. Louis* I do not understand why you have asked me to call a meeting on the subject as it would be an Illinois proposition entirely for the reason that a very small quantity, if any, stock is shipped to East St. Louis from points east of the Illinois-Indiana State Line.

While I am very willing to help in this or any other reform I am very much in the dark as to why you or myself are brought into the controversy and I will expect full particulars by first mail.

I am, however, going ahead in line with action of meeting to-day as indicated in first part of my letter.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

Copy to Mr. Horace Tucker,
Chairman, Illinois Frt. Ass'n."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Dec. 24, 1903.

Please refer to File 11299.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Replying to your letter of the 22nd, your Files 4261 and B-461: My understanding is that the Illinois and Indiana roads had a meeting in my brother's office to see if they could not induce all lines to live up to the Offi-

cial Classification rules as to return stock passes, that is, not to give any. It was claimed at that meeting, as I understand it, that the East St. Louis eastbound roads were giving these return stock passes—that is, if stock came from Indiana or Illinois points to East St. Louis, return stock passes were given—and they requested me to use my good efforts with the St. Louis Eastbound Freight Committee, feeling that this office might have some influence in inducing that Committee to take similar action.

Your having several committees there, in writing you on any matter I leave it to your judgment which one or whether all of them should act upon the subject.

Please endeavor to have the St. Louis eastbound roads decline to issue return stock passes to and from any points in Indiana, Illinois or Ohio. That's about what, as I understand it, the meeting of the Chicago & St. Louis Traffic Association desired.

Yours very truly,
J. F. Tucker, Chairman."

"Dec. 24, 1903.
4261 & B-461.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: Referring again to yours 18th, file 11,299, to which I replied 22nd but no answer received, 5:00 p. m.

I attach 2 copies Circular Letter which explains the situation and I will consider the matter disposed of so far as I am concerned unless otherwise instructed.

Respectfully, Chairman.

Copy of this letter and two copies of Circular Letter mailed to Mr. Horace Tucker, Chairman, Ill. Frt. Ass'n, 745 Monadnock Block, Chicago, Ill."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Dec. 26, 1903.

Please refer to File 11,299.

Mr. R. M. Fraser,

Chairman, St. Louis Eastbound Freight Committee,

St. Louis, Mo.

Dear Sir: Replying to your letter of the 24th, your Files B-461 and 4261: This matter, as previously written you, came up through the Chicago & St. Louis Traffic Association, and I will therefore forward copy of your enclosure to Mr. Horace Tucker, who is Chairman, and will advise you if it fills the requirements.

Yours very truly,

J. F. Tucker, Chairman."

"INDIANAPOLIS FREIGHT COMMITTEE.

Proceedings of the 39th meeting, held at Indianapolis, Ind., Monday, August 15th, 1904.

Representation: C. I. & L., A. J. O'Reilly; C. I. & W. Inds. Div., F. H. Ensworth; C. I. & W. Spg. Div., F. H. Ensworth; C. C. C. & St. L., S. E. Thomas; L. E. & W., L. L. Fellows; Penna. Lines, H. C. Shepard and E. M. Elliott; T. H. & I., Wm. Thorn.

The meeting convened at 3 p. m.

Return Transportation to Attendant in Charge of One Car of Horses or Mules.

(Notation: "R. M. F. Do the St. Louis roads grant free transportation to their stock shippers and what territory does it apply to? J. F. T. 8/19.")

As the rules practiced by Illinois roads in issuing return transportation to men in charge of live stock shipments E. St. Louis to Chicago appear to affect the conditions at this

market, the secretary was directed to obtain a copy of said rules, and to ascertain definitely whether or not return transportation is granted in case shipment consists of only one car of horses or mules.

Issuing Bills of Lading in Advance of Receipt of the Property.

After a thorough discussion of this subject the following resolution was adopted:

Resolved, It is the sense of this committee that Bills of Lading should not be issued until the property is actually in the possession of the road by which the same is to be forwarded, unless there is some reasonable protection in lieu thereof.

Basis for Arriving at Through Rates to Southern Non-Pro-rating Points.

In reply to an inquiry as to the proper basis for arriving at through rates to southern non-pro-rating points, Chairman Central Freight Association directs attention to pocket No. 5317, C. F. A. proceedings Jan. 13-14, 1904, which, so far as concerns the point in question, reads as follows:

"Central Freight Association roads may participate in through rates to southern non-pro-rating points based on local rates to southern pro-rating points plus rates beyond with the understanding that the roads north of Ohio River crossings, East St. Louis, Gale and Thebes will charge their local rates."

Division of Through Rates to Western Territory.

This subject was laid on the table.

Classification rating of stoves, not crated, L. C. L. postponed for further consideration.

Adjourned.

H. C. Shepard, Chairman Pro tem."

F. J. Barr, Secretary.

"Aug. 20, 1904.
4261.

Mr. J. F. Tucker, Chairman, C. F. A.,
Chicago, Ill.

Dear Sir: I have Indianapolis Freight Committee Proceedings of meeting Aug. 15th, 1904, with your notation 19th, as follows:

"Do the St. Louis roads grant free return transportation to Live Stock shippers and what territory does it apply to?"

Please send your letter Dec. 26th, file 11299 and the paper to which it refers. Since then several roads have given notice of their intention to give *return transportation* from East St. Louis to Illinois State points and possibly to points beyond, for example, see C. & A. Amendment No. 1 (to G. F. D. No. 11631), dated Chicago, April 30th, 1904. See Joint Circular, effective May 23rd, 1904, L. & N., N-S-1867—L. H. & St. L.-118.

I attach copy of St. Louis-Cincinnati-Louisville Freight Committee Circulars Leters No. B-117 and B-129.

In view of what is stated in the several papers referred to, I can only say that it is a "go as you please" proposition.

Respectfully,
Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 790."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning agreement to fix and maintain rates, via St. Louis and East St. Louis, on export traffic from Western points to eastern Seaboard; also proceedings of meeting of executive officers of the railroads, held at the office of the Trunk Line Association, 143 Liberty Street, New York, June 25th, 1902; also Pro-

ceedings of conference meeting between representatives of initial roads leading eastwardly and to Gulf of Mexico, from St. Louis, etc., held July 2nd, 1902; being file 4163; as follows:

"Proceedings of Meeting of the Executives of the St. Louis-Peoria and Chicago Eastbound Roads.

Held at the office of the Trunk Line Association, 143 Liberty Street, New York, Wednesday, June 25, 1902.

Attendance:

O. G. Murry, Vice-Pres., Baltimore & Ohio R. R.; C. S. Wright, M. F. T., Baltimore & Ohio R. R.; A. P. Bigelow, G. W. F. A., Baltimore & Ohio R. R.; S. T. McLaughlin, G. F. A., B. & O. S. W. R. R.; G. W. Stevens, Pres., Chesapeake & Ohio Ry.; F. Whitaker, F. T. M., Chesapeake & Ohio Ry.; G. M. Cummings, 1st V. P., Erie Railroad; Chas. M. Hays, V. P. & G. M., Grand Trunk Ry. System; represented by J. W. Loud, F. T. M., Grand Trunk Ry. System; W. C. Brown, V. P., L. E. & W. Ry., represented by G. J. Grammer, G. T. M., L. E. & W. S. Ry.; W. C. Brown, V. P., L. S. & M. S. Ry., represented by G. J. Grammer, G. T. M., L. S. & M. S. Ry.; H. B. Ledyard, Pres., Michigan Central R. R., represented by G. J. Grammer; W. H. Canniff, Pres., N. Y. C. & St. L. R. R.; James Webster, A. G. F. A., N. Y. C. & St. L. R. R.; L. E. Johnson, V. P., Norfolk & Western Ry., represented by T. S. Davant, G. F. A., Norfolk & Western Ry.; Joseph Wood, V. P., Pennsylvania Lines; D. T. McCabe, F. T. M., Pennsylvania Lines; J. M. Culp, V. P., Southern Railway; Edwin Fitzgerald, A. G. F. A., Southern Railway; Benjamin Norton, Pres., T., St. L. & W. Ry.; C. D. Whitney, G. T. M., T., St. L. & W. Ry.; E. F. Leonard, Pres., T. P. & W. Ry.; V. T. Malott, Receiver, Vandalia Line; W. H. Coleman, A. G. F. A., Vandalia Line; J. Ramsay, Jr., Pres.,

Wabash Railroad, represented by S. B. Knight, G. F. A., Wabash Railroad.

Also present: W. H. Joyce, F. T. M., Pennsylvania R. R.; Thornton Lewis, Manager, Kanawha Despatch; T. H. Noonan, Manager, Central States Despatch.

Following a general consideration of the subject in review, it was unanimously

Resolved, That the question of export rates from St. Louis and the West via St. Louis, be referred to the chief freight traffic officials of the initial lines at St. Louis, including the Southern, Chesapeake & Ohio and Norfolk & Western Railways, and also to the chief freight traffic officials of the lines leading to the Gulf (both direct and by the Mississippi River crossings) from Kansas City and St. Louis, for their consideration and report; such meeting to convene at the Central Freight Association rooms at Chicago, Wednesday, July 2, 1902.

Further, That pending the report of the above Committee, the representatives of each road here present individually state it would adhere to tariff rates.

J. F. Tucker, Chairman.

Proceedings of a Conference Meeting of Representatives of Initial Lines Leading Eastwardly, and to the Gulf of Mexico, from St. Louis; Also Chesapeake & Ohio and Norfolk & Western Railways, Held at Central Freight Association Committee rooms, Wednesday, July 2, 1902.

Attendance:

S. T. McLaughlin, E. Hart, Jr., J. J. Collister, representing B. & O. S. W. R. R.; F. A. Wann, representing Chicago & Alton Ry.; F. M. Whitaker, representing Chesapeake & Ohio Ry.; W. B. Hamblin, representing C. B. & Q. Ry.; E. F. Cost, C. Tillinghast, representing C. C. C. & St. L. Ry.; E. B. Boyd, representing C. R. I. & P. Ry.; M. C. Markham, W. E. Keepers, representing Illinois Central

R. R.; W. C. Dennis, representing Kansas City Southern Ry.; C. Haile (by W. C. Stith) representing M. K. & T. Ry.; W. C. Stith, representing Missouri Pacific Ry.; T. S. Devant, J. R. Ruffin, F. C. Bryan, representing Norfolk & Western Ry.; Edwin Fitzgerald, R. A. Campbell, representing Southern Ry.; C. D. Whitney, representing T. St. L. & W. R. R.; N. W. Taylor, W. H. Coleman, H. R. Griswold, representing Vandalia Line; S. B. Knight, representing Wabash R. R.

Also present:

J. E. Gorman, representing A. T. & S. F. Ry.; A. P. Bigelow, representing B. & O. R. R.; Don Alexander, representing Blue Ridge Despatch; A. Broaddus, representing Cumberland Gap Despatch; C. L. Thomas, representing Erie Railroad; David Brown, representing Grand Trunk Ry. Sys.; Thornton Lewis, representing Kanawha Despatch; G. J. Grammer and J. L. Clark, representing L. S. & M. S. Ry.; B. B. Mitchell, representing Michigan Central R. R.; Jas. Webster, representing N. Y. C. & St. L. R. R.; D. T. McCabe, representing Pennsylvania Lines.

The foregoing representatives convened at this Association's rooms Wednesday, July 2, 1902, pursuant to the following resolution adopted by the Executive Officers of the Chicago, Peoria and St. Louis eastbound roads, at meeting held in New York City, Wednesday, June 25, 1902, viz.:

Resolved, That the question of export rates from St. Louis and the West via St. Louis be referred to the Chief Freight Traffic Officials of the initial lines at St. Louis, including Southern, Chesapeake & Ohio and Norfolk & Western Railways, and also to the Chief Freight Traffic Officials of the lines leading to the Gulf (both direct and by the Mississippi River crossings), from Kansas City and St. Louis, for their consideration and report; such meeting to convene at the Central Freight Association rooms at Chicago, Wednesday, July 2, 1902.

Further, That pending the report of the above Committee, the representatives of each road here present individually state it would adhere to tariff rates."

Upon motion, duly seconded and adopted, the question was referred to the representatives of the following roads, as a sub-committee, for consideration and recommendation to the General Meeting, viz.:

B. & O. S. W. R. R., C. & A. Ry., C. C. C. & St. L. Ry., C. & O. Ry., N. & W. Ry., Southern Ry., T., St. L. & W. R. R., Vandalia Line, I. C. R. R., Wabash R. R.

In the meeting of the sub-committee, the following was offered:

Resolved, We individually state that the authorized all-rail rates on export traffic of all kinds, originating at or passing through East St. Louis, and forwarded to all Atlantic seaboard ports (Norfolk, Va., to Montreal, P. Q., both inclusive), shall be maintained, and that the lines leading from East St. Louis to the Gulf of Mexico will maintain the same through rates to all foreign ports as are current via the Atlantic seaboard ports, but the lines leading to the Gulf are to be allowed the same differentials as proposed to be allowed on business from Missouri River points."

On motion, duly seconded, it was decided that the foregoing should be amended to the extent of eliminating the words "or passing through" (in second and third lines), and also by adding "St. Louis" after "East St. Louis."

It was also moved and seconded that the foregoing be further amended by being changed to read as follows:

"Resolved, That we individually state that the all-rail rates authorized to apply on export traffic of all kinds, originating at East St. Louis and St. Louis and forwarded to all Atlantic seaboard ports (Norfolk, Va., to Montreal, P. Q., both inclusive), will be maintained, and that the lines leading from East St. Louis and St. Louis to the Gulf of

Mexico will maintain the same through rates to foreign ports as current via the Atlantic seaboard ports; the through rates via the Gulf of Mexico ports to be one (1) cent per 100 pounds less than the all-rail rates to Baltimore and Virginia ports, plus ocean rates therefrom to the foreign destination."

The latter resolution failed of adoption, the vote thereon not being unanimous.

A vote was then taken upon the resolution first above, as amended, and it also failed of adoption.

The following was then offered:

"Resolved, That the rates on flour from East St. Louis and St. Louis via Gulf of Mexico ports to foreign destinations will be two (2) cents per 100 pounds less than the rates from same points of origin, via Baltimore, Newport News or Norfolk to same foreign destinations, the latter rates to Baltimore, Newport News or Norfolk, plus ocean rates therefrom."

The vote upon the latter resolution was five affirmative; negative, two.

In connection therewith the representative of the Southern Railway made the following announcement:

"The Southern Railway Co. announces its intention to continue to establish and maintain from East St. Louis the rates on all export traffic, other than grain, through Norfolk and Newport News, via steamers direct, that may be in effect via north Atlantic ports to foreign destinations."

The representatives of the Chesapeake & Ohio and Norfolk & Western Railways also made the same announcement.

According to the announcement made by the Chesapeake & Ohio, Norfolk & Western and Southern Railways, it was understood that the rates to be used to the seaboard would be the lowest rates quoted via any route at time of shipment.

The following resolution was also discussed, but vote

thereon was deferred, in view of the disposition of the preceding resolution:

"Resolved, That whatever differential is decided upon at this meeting to apply on flour from East St. Louis and St. Louis via the Gulf of Mexico ports versus Baltimore, Newport News or Norfolk, the same differential be recognized on all other classes of traffic.

In view of the position of the C. & O. N. W. and Southern Ry.'s as stated in the announcement shown above, the sub-committee was unable to reach an acceptable understanding to all, and it was decided to adjourn and report result to the General Meeting.

Immediately after the adjournment of the sub-committee, the General Meeting convened, and after the report of the sub-committee, as set forth above, being presented and the subject further discussed, the following resolution was individually adopted by roads interested:

"Resolved, That the lines leading east and south from St. Louis and East St. Louis, and through those points, individually state that, effective July 14, 1902, they will maintain the authorized all-rail rates on all export traffic, with the understanding that the differentials via the Gulf ports of Mobile, Pensacola and New Orleans shall be, as an experiment on export flour for 60 days, not to exceed 2c per 100 pounds; export flour rates to be 13½ cents per 100 pounds East St. Louis to Newport News and Norfolk to all foreign ports except Glasgow, on which port the roads to Newport News and Norfolk will maintain the authorized all-rail tariff rates in effect to Baltimore."

It is further understood that the St. Louis lines will at once take up with the lines in interest the export rates on packing-house products, flour and other export traffic from Kansas City and other Missouri River points to foreign ports, for the purpose of having an understanding as to what the relative rates shall be via the respective Gulf and Atlantic ports.

It is further understood that the St. Louis lines shall meet at the earliest possible date to confer as to basis of rates and differentials as applying on all classes and commodities for export via the Virginia and Gulf ports, making report of such conference to the executives of all roads in interest, and also advise the Chairman of the Central Freight Asociation of their action."

Adjourned.

J. F. Tucker, Chairman.

Chicago, July 3, 1902.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 9, 1902.
Please refer to file 8867.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to my letter of Saturday: It is quite important that the meetings arranged for by the conference held at Chicago last Wednesday should be convened at the earliest possible date.

(1) That the St. Louis initial lines should consider a basis of rates and differentials as applying on all classes and commodities for export via the Virginia and Gulf ports.

(2) That the St. Louis lines have a conference with the initial roads from Kansas City and other Missouri River points to consider the matter of export traffic, and endeavor to arrange a harmonious understanding of what the relative rates shall be via the respective Gulf and the different Atlantic ports.

The recommendation or report of the two conference meetings as above detailed to be sent the executives of all

roads in interest, and also to this office for submission to the lines in interest for their approval.

Yours very truly,
J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 10, 1902.
Please refer to file 8867.

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I am in receipt of yours of the 9th, your 4122-F. I wrote you July 5th fully in relation to this matter, and also wrote another letter yesterday. Copy of my letter of July 5th is herewith enclosed and also copy of my letter to Chairman Mahoney of the same date, also enclose copy of the proceedings of the meeting. I wrote the envelope myself and marked it "Personal," and it is strange it did not reach you.

The last resolution shown in the proceedings, which was adopted unanimously, supersedes everything else, and shows the lines for action.

Yours very truly,
J. F. Tucker,
Chairman."

Enclosure.

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, July 5, 1902.
Please refer to file 8867

Copy

Mr. R. M. Fraser,
Chairman St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I enclose you herewith copy of proceedings of

a conference meeting of representatives of the initial lines leading eastwardly and to the Gulf of Mexico, from St. Louis, and including the C. & O., Southern and N. & W. Roads.

The last resolution, which was unanimously individually stated by all representatives present what the roads they represented would do, contemplates two conference meetings. The latter provides that the St. Louis lines shall meet at the earliest possible date and endeavor to arrange a basis of rates and differentials on all classes and commodities for export via the Virginia and Gulf ports, making report of such conference to the executives of all roads in interest, and also advise this office of their action. Will you please arrange for such a meeting at the earliest possible date.

In relation to the meeting of the lines leading from Kansas City and other Missouri River points to the Gulf and eastwardly, I enclose you herewith copy of a letter written to Chairman Mahoney of the Western Trunk Line Committee.

Let me add that this is quite an important matter and that due diligence should be taken to have these meetings convene at the earliest possible date.

Yours very truly,
(Signed) J. F. Tucker,
Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Copy. Chicago, July 5, 1902.

Please refer to file 8867.

Mr. J. V. Mahoney,
Chairman Western Trunk Line Committee,
Chicago, Ill.

Dear Sir: I enclose you herewith proceedings of a conference meeting of representatives of initial lines leading

eastwardly and to the Gulf from Kansas City and St. Louis, including the Chesapeake & Ohio, Southern and Norfolk & Western Roads, held here Wednesday, July 2nd.

This meeting was called by the action of a meeting of the executives, as the proceedings will show, and the final resolution that was adopted was the (unanimous individual) statement of the representatives of all roads present, and you will observe contemplates two meetings:

(1) The St. Louis lines to take up with the lines in interest export rates from Kansas City and other Missouri River points to foreign ports, both via the Gulf and via Atlantic seaboard.

(2) The St. Louis lines shall meet and confer as to a basis of rates and differentials from St. Louis.

Will you please advise me what date will suit the convenience of the initial lines from the Missouri River points to meet the St. Louis Committee at St. Louis, and upon deciding the date kindly advise this office or Chairman R. M. Fraser of the St. Louis Committee, Union Depot, St. Louis (the latter more preferable as I shall probably be absent) so that arrangements for a prompt conference can be perfected. Yours very truly,

(Signed) J. F. Tucker,
Chairman."

"The Western Union Telegraph Company.
(Regular printed blank)

Received at Union Station, St. Louis, Mo.
31 A SG 0 12 D. H.

R. M. Fraser, Chicago, Ill., Aug. 1-02.
St. Louis.

Kindly advise what was done at yesterday's meeting by to-day's mail sure.

J. F. Tucker,
12:39 p. m."

"The Western Union Telegraph Company.

(Regular printed blank.)

D. H. 3208.

St. Louis, Mo., Aug. 1, 1902.

To J. F. Tucker, Chairman, C. F. A.,
Monadnock Block, Chicago, Ill.

Your wire date. Meeting adjourned without accomplishing anything. If possible will mail proceedings to-night. If necessary you can get particulars from Mr. Mahoney, who had a stenographer present. R. M. Fraser."

"Aug. 1, 1902.

Mr. J. F. Tucker, Chairman, C. F. A., 4163.
Chicago, Ill.

Dear Sir: As requested by wire I enclose *one* copy of proceedings of meeting July 21st, of representatives of Western and Eastern Lines.

I will send additional copies to-morrow.

Respectfully, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 1, 1902.

Please refer to File 8867.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Mr. Fitzgerald kindly called on me to-day and briefly related, as near as his memory went, the proceedings of the conference meeting at St. Louis yesterday.

Mr. Fitzgerald stated that the result of the meeting as will be shown by your report will necessarily be short for the reason that nothing having been accomplished, only this result will be shown. What I would like, if it is convenient for you to give it to me, is an expression of your own opin-

ion as to the sentiment that was developed at the conferenec, which I understand covered the entire day.

Wont' you kindly give me this just as fully as your memory and notes will serve so that I can present the matter understandingly to the Central Committee at its meeting Thursday. Yours very truly,

J. F. Tucker, Chairman."

"Aug. 2, 1902.

Mr. J. F. Tucker, Chairman, C. F. A., 4163.
Chicago, Ill.

Dear Sir: I send you by U. S. Express to-day, 15 copies proceedings of meeting 31st ult., Western and Eastern Lines as provided for at meeting Chicago, July 2nd.

The 15 copies are sent you for the *Executives*, if you deem it necessary to send copy to them. I have to-day mailed a copy to each of the Traffic Officials named on the attached list and have sent 15 copies to Mr. J. V. Mahoney, for distribution by him among the representatives of the Western Trunk Lines Committee, as I have not mailed any to other than the parties named on attached list.

In reply to yours 1st, file 8867, it is not possible for me to give you any information on the subject other than stated in the proceedings, for the reason that the subject was practically handled by the sub-committees and I was not present during their discussions. Mr. Ohlson, Sec'y, from Mr. Mahoney's office was present during the Gen'l Meeting and meeting of the Western Sub-Committee, also Joint Meeting of the two Committees taking stenographic notes of same and you can possibly get from Mr. Mahoney a copy of his notes.

Regretting that I am unable to give you any further information, I am, Yours respectfully,

Chairman.

P. S.—Take notice that in the copy mailed you last night,

figures opposite Foreign Ports named in Western Trunk Line Committee Report, Section 7, were omitted. Figures have been inserted in the copies forwarded to-day."

"The Western Union Telegraph Company.
(Regular printed blank.)

Received at Union Station, St. Louis, Mo.
60..A SG..WS 18 D.H. 1.54 p.m.
R. M. Fraser. Chicago, Ills. 8/2/02.

Please if you can send me by today's mail a dozen copies of the proceedings of meeting Thursday.

J. F. Tucker."

"The Western Union Telegraph Company.
D. H. Ans to D. H.
St. Louis, 8/2/02.

J. F. Tucker, Chairman, C. F. A.
Monadnock Block, Chicago, Ill.

Your wire date. Sent you fifteen copies by U. S. Express to-day. R. M. Fraser."

"The Western Union Telegraph Company.

Received at Union Station, St. Louis, Mo.
52 a sg wc 323p 23 D.H.
T. A. Chicago, Ills., 8/4/02.

R. M. Fraser, St. Louis, Mo.

If you can please send me by to-night's mail twenty additional copies of the proceedings of the conference meeting of July 31. J. F. Tucker."

"The Western Union Telegraph Company.
(Regular printed blank.)
D. H. Answer to D. H.
St. Louis, Mo., Aug. 4, 1902.

To J. F. Tucker, Monadnock Block, Chicago, Ill.

Your wire date. Regret unable send you additional copies proceedings, conference meeting, supply about exhausted.

R. M. Fraser."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 4, 1902.
Please refer to file 8867.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: I have your favor of the 2nd, your file 4163, and undoubtedly the fifteen copies of proceedings of the meeting July 31st will come by express to-day.

It is my intention to send them to such of the chief freight traffic officials as you have not already, as per the list which you so kindly sent me.

Have asked Chairman Mahoney of the Western Trunk Line Committee to kindly have his stenographer write off his notes, as I think it is quite important to have them so that this office's file of papers may be complete.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Aug. 5, 1902.
Please refer to File 8867.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Referring to your telegram of the 4th. Needing as this office did additional copies of the conference meeting's proceedings of July 31st, and as you have run out of them, I send by express 15 copies.

Yours very truly,
J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 5, 1902.
Please refer to File 8867.

Mr. R. M. Fraser,
Chairman, St. Louis Eastbound Freight Committee,
St. Louis, Mo.

Dear Sir: Refering to your favor of the 2nd, your File 4163:

I asked Mr. Mahoney if he would let his stenographer copy off the notes of the conference meeting at St. Louis, and he replied under date of the 2nd:

"While this office was represented at that meeting by Mr. Ohlson, he did not make a verbatim copy of the report, neither was he the official secretary of the meeting. I would therefore respectfully refer you to Mr. R. M. Fraser, Chairman, who is doubtless in position to give you the information you desire."

I mean to write Mr. Mahoney, asking him to have his stenographer carefully preserve the notes so that should we need them in the future they can be obtained, for he could dictate to one of our stenographers and in this way we could get such information from him as we needed.

Yours very truly,

J. F. Tucker, Chairman."

"Aug. 6, 1902.
4163.

Mr. J. F. Tucker, Chairman, Central Freight Association, Chicago, Ill.

Dear Sir:—Referring to yours 1st file 8867 and my reply 2nd also yours 5th, regarding additional information to what is shown in the Proceedings of Conference meeting eastern and western roads at Southern Hotel St. Louis July 31st. I attach for your information copy of letter 4th file

60265 form Mr. S. T. McLaughlin, which explains itself. Hoping this will be of interest to you, I am,

Yours respectfully,

Chairman."

P. S:—Please accept thanks for the 15 copies proceedings. The weather was too hot to permit of more than 75 copies being printed from our wax sheets."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 7, 1902.

Please refer to file 8867.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your letter of the 6th with enclosure, your File 4163.

Chairman Mahoney writes me this morning that he will have his stenographer keep the notes of the conference meeting at St. Louis, and that any time we may ask him to permit us to copy them his stenographer can dictate to a stenogarpher we might send, so it seems that is all that is necessary.

My understanding of the proceedings of the conference meeting at St. Louis was that the main topic discussed was export flour, but the notice given me by the Chesapeake & Ohio, Norfolk & Western and Asheville Line(which I presume means the Southern Railway) does not limit their advice that they will meet the competition of the Gulf on any particular export flour freight.

Insofar as grain is concerned, there is no territory that meets the competition that Chicago does during the season of navigation. The initial roads take but little grain out of here, believing that should they undertake to follow the lake-and-rail rates on grain, such rates having a sympathetic

influence on other traffic would make us lose a dollar to save a nickel.

I am informed there is a 4 cent rate on grain from East St. Louis to Louisville and then a 9½ cent rate from the Ohio River north bank and 8½ cents from Louisville, so the combination of grain rates from East St. Louis, a 116% point, is but 12½ cents.

I presume you are aware that the Kanawha Despatch having been taking large quantities of export wheat to the Virginia cities lately at 13 cents. Is that wheat included in your staticics?

Yours very ruly,

J. F. Tucker,
Chairman."

"August 8, 1902.
4163.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Yours 7th file 8867. I am unable to give you any information other than proceedings of meeting July 31st and G. F. A. McLaughlin's letter with mine 6th.

It is a fact that there is a rate of 4 cts. for 100 lbs. on Grain in effect E. St. Louis to Louisville as stated in my letter July 29th in answer to your wire file 9493 and previously.

If you can inform me on what basis of theory the rate of 8½ and 9½ cts. is made from Louisville to Seaboard I would be pleased to know.

In answer to your inquiry regarding the K. D. etc. Wheat, yes sir, see our Commodity report dated July 23 and previous issues, report for entire month of July will be mailed in a few days.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, August 11, 1902.

Please refer to file 8867.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I am in receipt of your favor of the 8th, your file 4163.

As you were Chairman of the meeting July 31st, thought you might be able to advise whether the chief subject of discussion was not export flour. Mr. Fitzgerald so informed me, but I thought I would like to have it verified.

I cannot inform you on what basis or theory the rate of 8½ cents and 9½ cents is made from Louisville to the Virginia cities. General Freight Agent McLaughlin of the B. & O. S. W., under date of the 6th, his file 61046, stated:

"While it is true that the local rate on grain from Louisville to Newport News and Norfork for export is 10 cents per 100 pounds, by reason of the fact that from Louisville to all Virginia Cities, the Chesapeake & Ohio, Louisville & Nashville, Southern and Norfolk & Western hold the Cincinnati basis from Louisville to these points, i. e., 87% of the rate from Chicago to New York. Still, nevertheless, they would not apply this local rate of 10 cents on grain which may come from East St. Louis or other points north of the Ohio River. On such traffic, these roads have in effect a proportional tariff of 9½ cents per 100 pounds which applies from Jeffersonville, New Albany and Louisville, there being a provision in the tariff that out of this rate ¾ cents per 100 lbs. would be allowed for transfer through the elevator. This would make the rate really 8¾ cents per 100 pounds Louisville to Newport News nad Norfolk. By adding the proportional rate of 4 cents from East St. Louis, you will see that based upon this condition a through

rate of 12¾ cents could be figured out to the Virginia cities."

I am trying to find out how these rates started. There is no authorization for them, and if they are going to make rates based on these combinations there certainly will be trouble. My understanding is, however, that the Kanawha Despatch do base their 13 cent rate on this combination. It will pull down the whole structure of grain and grain product rates if these combinations can be made—they certainly will be used if it is possible to make them.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 791."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, concerning special rate made by C. & A. on old Government clothing, from East St. Louis to New York, for export; being file 4266; as follows:

"Central Freight Association.

Eighth Floor Monadnock Block.

Confidential.

Chicago, February 5, 1904.

I. C. C. Advice No. 300.

To the General Freight Agents,

Gentlemen:—This office in informed that the following tariffs have been issued:

Item.

1. C. & A. G. F. D. 11457 2/1 canned goods 30,000 lbs., Bloomington, Ill. to Cairo and Evansville 11 cents; New Albany 13½ cents, when destined. S. E. territory.

2. B. & T. H. GFD 4379, 2/4 organ cases, S. U., strapped together, Min. 10,000 lbs., subject to Rule 27, Evansville to Kankakee 40 cents—C. & E. I,. III.

3. C. & E. I. GFD. 18642, empty casks and bbls, Keokuk, Ia. to Wheatfield and Fair Oaks, Ind. 12,000 lbs. 20 cents, L. C. L. 25 cents.

4. C. I. & W. JFT 1111 2/8 corn to Montezuma, Ind. to be milled in transit and product forwarded to Chicago, Milwaukee, etc.—from Mitchellville, Ind.—Springfield, Ill. 6 cents; Sidell—Olney, Ill. 6 cents.

5. Southern 1/27 walnut lumber, E. St. Louis to London 37 cents; 20 to Norfolk—24 hour quotation.

6. C. B. & Q. 2/3 1000 sax flour K. C. to Glasgow 34 cents B. & O. to Balto. (Inland not shown).

7. Ill. Term. 2/4, flour from Alton.
1000 sax Leith 26½; T. St. L. & W., Empire Line to Balto.
5000 sax Rotterdam 24½; T. St. L. & W., NPL to Phila.
3000 sax London 23.44, T. St. L. & W. (Inland rate not shown).

8. C. & A. 1/25 300 tons old Government clothing, E. St. Louis to New York, for export, 64 cents—Blue Line.
Wabash 1/30 flour from K. C. (a) via Lv to New York.
450 sax Bristol 32.85; 23.01 to N. Y.
500 sax destined San Juan, P. R., 23 to N. Y.
400 sax Helsingfars, Fin. 37; 23 to N. Y.

9. 2000 sax London 28.44; 21 to N. Y. (b) via CGD, at 20 cents to Norfolk. (Sub-division of inland not shown).
450 sax Antwerp 30 cents.
2000 sax Glasgow 30 cents.
6000 sax London 28.44 cents.

Yours etc.

J. F. Tucker, Chrm."

CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 13, 1904.

Please refer to file 11467.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—I presume you noticed in this office's I. C. C. Advice Letter No. 300, dated February 5th, that the C. & A. R'y. January 25th issued tariff on 300 tons of old government clothing, East St. Louis to New York, via the Blue Line, for export, 64 cents per 100 lbs., the traiff rate as authorized being 87 cents.

I note that the St. Louis Eastbound Freight Committee considered this subject January 8th.

Has your committee taken any cognizance of this, for seemingly it is an irregularity and should be considered by the St. Louis Eastbound Freight Committee and by them referred to the Central Committee.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 23, 1904.

Please refer to file 11467.

Old Government Clothing, East St. Louis to New York.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to my letter of the 13th: The Chicago Freight Committee have a rule that I think would be wise to follow by the St. Louis Committee, i. e., at every meeting of that Committee they have a subject at the end of the call under the heading of "Miscellaneous" and they take up under that heading all irregularities and if not set-

tled to the unanimous satisfaction of all members of the Committee they report such irregularities to the Central Committee.

It seems to me it would be wise to adopt this plan, and I would like to have you bring it before your Committee for their consideration.

Yours very truly,

J. F. Tucker, Chairman."

"Feb. 27, 1904.
4266.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Yours 23rd, file 11467 was read at meeting 26th and after consideration, it was:

Moved, That the Chairman thank Chairman CFA. for his suggsetion and that the letter be placed on file.

Will you therefore accept through me the thanks of the Committee for the letter referred to.

Respectfully,

Chairman."

Feb. 27, 1904.
4266.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Referring to yours 13th, file 11467. By reference to proceedings No. 71, Jan. 8th, you will see that the subject of rate on U. S. Government Clothing was considered and the roads individually decided to maintain the Official Class'n rating.

At meeting 12th, proceedings No. 75, attention was called to CFA ICC. Advice No. 300. Feb. 5th—Tariff of C. & A. Ry. naming rate 64 cents per 100 lbs. and as instructed the following letter dated 15th inst. was delivered:

Mr. R. D. Yoakum, AGFA, C. & A. Ry., City.

Dear Sir:—Referring to the proposed movement of Government Clothing, mentioned in Joint Letter Jan. 2nd from

GFA, T. H. & I. R. R. which was submitted at meeting Jan. 8th, see proceedings No. 71. In view of the above will you be so kind as to inform me the reason for action taken by C. & A. as shown in ICC. Advice No. 300, Feb. 5th, 1904. viz: making rate 64 cts. per 100 lbs., East St. Louis to New York.

Awaiting your reply, I am."

No reply having been received from C. & A., at meeting 26th, it was:

Moved, That the subject be referred to the Central Committee.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 29, 1904.

Please refer to file 11467.

Mr. R. M. Fraser, Chairman, St. Louis, Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your letter of the 27th, your File 4266, in reference to the unauthorized rate on United States Government Clothing:

I will see that the matter is docketed for consideration by the Central Committee at their next meeting.

Yours very truly,

J. F. Tucker, Chairman."

Above exhibit is marked "Complainant's Exhibit Fraser No. 792."

Complainant offers in evidence correspondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, in ragard to applica-

tion of the St. Louis & San Francisco R. R. for special rate on Wall Plaster; being File 4267; as follows:

"Jan. 23, 1904.
4267.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—At meeting 22nd application for reduced rate on Lime, C. L., originating west of St. Louis, Mo., was considered and it was:

Recommended, To the Central Freight Ass'n. That Information Circulars Nos. 3886 and 3944 be amended to read "Wall Plaster" instead of "Cement Plaster" also that the same rates be made to apply on *Lime*, C. L. minimum weight 40,000 lbs.

Please have necessary action taken advising result early as possible.

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, January 25, 1904.

Subject:—Proposed proportional rates on wall plaster and lime, C. L., East St. Louis, Ill. to various C. F. A. points.

Advice Letter No. J-204.

To the General Freight Agents,

Gentlemen:—Referring to C. F. A. Information No. 3886, dated December 26, 1902, as amended by Information No. 3944, dated January 7, 1903, naming proportional rates on cement plaster, C. L., from East St. Louis, Ill. to various points in Central Freight Association Territory, when shipments thereof originate west of St. Louis, Mo:

In this connection this office is in receipt of the follow-

ing from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting on the 22nd, application for reduced rates on lime, C. L., originating west of St. Louis, Mo. was considered and it was

'Recommended, To the Central Freight Association that Information Circulars Nos. 3886 and 3944 be amended to read "Wall Plaster" instead of "Cement Plaster," also that the same rates be made to apply on lime, C. L., minimum weight 40,000 lbs.'

Please have necessary action taken, advising result early as possible."

The present rates are: On Wall Plaster 83.33 percent of 6th class; on Lime 6th class.

Please note on the enclosed blank your views on this proposition, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Central Freight Association.

Eighth Floor Monadnock Block.

Chicago, February 4, 1904.

Subject:—Disposition of applications for rates.
Advice Letter No. J-241.

To the General Freight Agents,

Gentlemen:—Referring to the following Advice Letters: No. J-195, dated January 22, 1904, proposed rates on dismantled sugar factory material, etc., Kalazamoo, Mich. to Chicago, Ill.

No. J-196, dated January 22, 1904, proposed rates on pickles, C. L., Leiters and Monterey, Ind. to Laporte, Ind. No. J-204, dated January 25, 1904, proposed proportional rates on *wall plaster and lime*, C. L., East St. Louis to various points.

After further investigation, roads interested individually

advise that it has been decided not to make effective the rates proposed in the Advice Letters above referred to.

Yours very truly,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feby. 2, 1904.

Please refer to file 10077-H.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 23rd ult., file 4267:

The proposition to apply on Lime, C. L., the rates in Information No. 3886 now authorized on Cement Plaster was submitted to Central Freight Association Lines by Advice Letter J-204, and there is such a large negative vote recorded upon the proposition that the same cannot be approved. It is pointed out that if Lime rates are reduced to those current on Cement Plaster it means that other producing points will ask for corresponding basis and some time ago the Ohio lines experienced considerable difficulty with the same question, and they do not desire it reopened by granting St. Louis E. B. Freight Committee's application.

Furthermore, from Ohio points the Lime rates approximate 6th class and it will be inconsistent to vote for lower rate from competitive points.

Yours truly,

J. F. Tucker, Chairman."

Feb. 9, 1904.

4267.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Referring to my letter Jan. 23rd, file 4267,

CFA. Advice Letter J-204 and J-241, also your letter 2nd, file 10077-H, declining the Lime proposition.

What conclusion was reached on recommendation to amend Info. 3886 and 3944 to read *"Wall Plaster"* instead of "Cement Plaster."

At meeting the 3rd inst. the St. Louis-Cincinnati-Louisville Freight Committee recommended that the term "Cement Plaster" be eliminated from our publications and be made to read "Wall Plaster" and that Chairman CFA. attention be called to CFA. Info. 3886 and amendments requesting that rates be authorized, under the name of "Cement Plaster," be reissued and published as "Wall Plaster."

It was stated that the term "Cement Plaster" was coined by certain manufacturers for commercial reasons and as it is all "Wall Plaster," the elimination of the term "Cement Plaster" will obviate any confusion with "Cement" rates.

I will send copy of this letter to Mr. C. E. Fulton, Chairman, C. & O. R. Committee and trust that the recommendation may be followed by the C. F. A. and C. & O. R. Committee. The next issue of the St. Louis-Cincinnati-Louisville Frt. Com. Tariffs, now being prepared, will be in line with above.

Awaiting your reply, I am.

Yours respectfully,

Chairman."

Copy to Mr. C. E. Fulton, Secy., C. & O. R. Committee."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, February 10, 1904.

Please refer to file 10077-H.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Replying to your favor of the 9th inst., file

4267, inquiring what conclusion has been reached by Central Freight Association lines upon the recommendation of your committee that rates in Information Nos. 3886 and 3944 be authorized to apply on wall, plaster instead of on cement plaster:

Your letter of the 23rd ult. upon this subject contained two propositions—the one stated above and also another that the rate in said Information Circulars be authorized to apply on lime. The two propositions were submitted by C. F. A. Advice Letter No. J-204, and the vote upon the entire matter was in the negative. We assume, however, that many of the negative votes recorded were recorded because it was desired to apply said rates on lime. We will, therefore, submit at once for the views of Central Freight Association lines, the proposition that rates in Informations Nos. 3886 and 3944 be made to apply on wall plaster instead of cement plaster, and I possibly think it will be favorably acted upon. The result will be announced to you as promptly as possible.

Yours very truly,

J. F. Tucker, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, Feb'y 18, 1904.

Please refer to file J-269.

Mr. R. M. Fraser, Chairman, St. Louis E. B. Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of the 9th inst, file 4267:

The proposition that rates in Information 3886 on Cement Plaster be made to apply on "Wall Plaster" has been submitted to Central Freight Association roads and several ask why Wall Plaster rates from E. St. Louis to all C. F. A. points should not be on basis of 83.33 percent of 6th class,

as this is the basis applied at other points in C. F. A. territory, and it is suggested that E. St. Louis lines endeavor to obtain rates on that basis thereby cancelling special rates in our Information 3886 and 3944.

Will you please place the matter before your committee and advise if they favor the change?

Yours respectfully,

J. F. Tucker, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, February 11, 1904.

Subject:—Proposed substitution of term "Wall Plaster" for "Cement Plaster" in Information Nos. 3886 and 3944, applying from East St. Louis, Ill. to various C. F. A. points. Advice Letter No. J-269.

To the General Freight Agents,

Gentlemen:—Information Nos. 3886 and 3944 authorize certain proportional rates on cement plaster, C. L., from East St. Louis, Ill. to various C. F. A. points.

The St. Louis Eastbound Freight Committee request said rates be authorized on "wall plaster" instead of "cement plaster" C. L.

This change is suggested because the term "cement plaster" was coined by certain manufacturers for commercial reasons, and also for the reason that the commodity is really *wall plaster.*

Furthermore, some confusion has arisen with reference to applying these cement plaster rates on cement, and if the rates are authorized on wall plaster it will prevent this in the future.

Please note on the enclosed blank your views on this proposition, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman."

"March 5, 1904.
4267.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Yours Feby. 18th, File J-269 was read at meeting 4th and I was instructed to advise you that the rates now published on so called Cement Plaster are proportional rates and apply on shipments originating in Texas and Oklahoma Territory, which have to pay an arbitrary rate from those points to East St. Louis, further that "Cement Plaster" is a trade or specified name which it was desired to eliminate and use the correct term in the description of the commodity, viz: "Wall Plaster."

As explained in letter Feb. 9th, your attention is also called to C. F. A. Info. 3852 and 4334 which name rates from East St. Louis *proper* on basis 83.33%.

Trusting that with this explanation the change will be made, I am,

Yours respectfully,

Chairman."

"April 9, 1904.
4267.

Rates on Wall Paper.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—At meeting 8th letters from Frisco System Officials (copies attached) were presented and after consideration it was:

Recommended, To the C. F. A. that proportional rates on Wall Plaster, C. L., minimum 60,000 lbs. and over, originating at Wall Plaster Producing Points in Texas, Oklahoma and Indian Territory be authorized from East St. Louis, Ill. as follows:

To Boston, 20 cts. per 100 lbs.; New York, 18 cts. per 100 lbs.; Philadelphia, 16 cts. per 100 lbs., and Baltimore, 15 cts. per 100 lbs.

(The above rates shall be the maximum rates on intermediate traffic over the same line in the same direction.) provided tariffs covering through rates from point of origin to destination are published by initial lines and traffic moves on through consignments.

This recommendation is predicated on the fact that the rate per ton mile allowed lines east of East St. Louis is approximately the same as earned by lines up to East St. Louis.

Please have the above given early attention, advising conclusions,

Respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Eighth Floor Monadnock Block.

Chicago, April 11, 1904.

Subject:—Proposed proportional rates on wall plaster, C. L., East St. Louis, Ill. to Boston, Baltimore, New York and Philadelphia.

Advice Letter No. J-460.

To the General Freight Agents,

Gentlemen:—The following is received from Mr. R. M. Fraser, Chairman, St. Louis Eastound Freight Committee:

"At meeting the 8th instant letters from Frisco System Officials (copies attached) were presented, and after consideration, it was

Recommended, To the Central Freight Association that proportional rates on wall plaster, C. L., minimum 60,000 lbs. and over, originating at wall plaster producing points in Texas, Oklahoma and Indian Territory, be anthorized from East St. Louis, Ill., as follows:

To Boston, 20 cents per 100 lbs.; New York, 18 cents per 100 lbs.; Philadelphia, 16 cents per 100 lbs., and Baltimore, 15 cents per 100 lbs.

(The above rates shall be maximum rates on intermediate traffic over the same line in the same direction,) provided tariffs covering through rates from points of origin to destinations are published by initial lines and traffic moves on through consignments.

This recommendation is predicted on the fact that the rate per ton mile allowed lines east of East St. Louis is approximately the same as earned by lines up to East St. Louis.

Please have the above given early attention, advising conclusions."

The present rates are on basis of 22½ cents per 100 lbs., Chicago to New York City.

Please note on the enclosed blank your views on this proposition, and thus oblige,

Yours very truly,

J. F. Tucker, Chairman."

Enclosure."

"A/L No. J-460, Page 2.

Copy.

Frisco System.

St. Louis, Mo., April 6, 1904.

L. 228.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Will you kindly docket for reconsideration the petition of the Acme Cement Plaster Co., for lower rating on wall plaster from East St. Louis to Trunk Line territory.

The plants owned by the applicants are located on our system lines west and are very largely producers of this commodity, and we we are extremely anxious to have rates established that will enable them to market their products in eastern territory.

They explain that the production from Michigan points is not their competition in Trunk Line territory, but under

the present basis neither themselves or the Michigan people can compete against the mills located at Jersey City, Long Island and other points in that vicinity who obtain their raw material, gyp rock, via sea from Nova Scotia.

The present rate from Acme, Texas to New York City via Gulf is 25½ cents and to Baltimore 32½ cents.

Baltimore is their objective point at present time, owing to the immense amount of building to be done as a result of the fire. They are willing to the establishment of a minimum of 60,000 lbs., or capacity of the car.

Yours truly,

(Signed) A. D. Lightner. GA.

Copy. Frisco System.

St. Louis, Mo., April 7, 1904.

B-1499.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Com., St. Louis, Mo.

Dear Sir:—Supplementing Mr. Lightner's letter of April 6th, file L-228, application is hereby made to publish following figures on wall plaster, minimum weight 60,000 lbs.

From Acme and Quanah to Baltimore 30 cents, dividing to East St. Louis 15 cents, Lines east 15 cents.

From Cement and Marlow, O. T. to Baltimore 26½ cents, dividing to East St. Louis 11½ cents, beyond 15 cents.

Rates to New York 3 cents higher.

We find these rates necessary in order to meet rates in effect via Gulf ports as well as competition of Eastern manufacturers who procure their raw material via Water from Nova Scotia.

Respectfully,

(Signed) A. S. Dodge, Frt. Traf. Mangr."

"CENTRAL FREIGHT ASSOCATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 23, 1904.

Please refer to file J-460.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Replying to your favor of the 9th inst., file 4267, proposed proportional rates on wall plaster, C. L., from East St. Louis to Atlantic seaboard cities, would state that the proposition was submitted for views of Central Freight Association lines by Advice Letter No. J-460, and, based upon the votes recorded, the proposition cannot be approved.

It is the opinion that no less rate should be established from Central Freight Association gateways on plaster originating west of Central Freight Association territory than is accorded the shippers within Central Freight Association territory. It is contended that raw material is hauled to the parties who manufacture plaster in this territory, whereas when it comes from parties outside of the territory Central Freight Association lines do not obtain revenue from the raw material, hence they believe that the finished material of wall plaster shipped by parties not within Central Freight Association territory should not be handled on any more favorable basis than is that manufactured within the territory. It is also the opinion that large quantities of this wall plaster is manufactured at eastern points and if the shippers in the west, handling business to points east of Buffalo, etc., are given a less basis than prevails in the opposite direction, the Trunk Lines will object, and ask for a corresponding reduction.

The application is, therefore, declined.

Yours very truly,

J. F. Tucker, Chairman."

"April 29, 1904.
4267.

Rate on Wall Plaster.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Your letter 23rd, file J-460 was read at meeting today to the effect that the proposition could not be approved.

The General Agent Frisco System stated he had shown a copy of your letter to Vice Prest. Acme Cement Plaster Co. and had a letter giving additional arguments, which was read and it was:—

Moved, That the additional arguments presented be submitted to Chairman, CFA. with the statement that this Committee reaffirm its former application and requests consideration of the subject.

I attach copy of the letter April 29th from Mr. A. S. Walker, VP & GM. Acme Cement Co. to Mr. A. D. Lightner, Gen'l. Agt., Frisco System, referred to above.

Please have the subject given further consideration, advising conclusions and oblige.

Yours respectfully,

Chairman."

"CENTRAL FREIGHT ASSOCATION.

Eighth Floor Monadnock Block.

Chicago, May 3, 1904.

Subject:—Proposed proportional rates on wall plaster, C. L., East St. Louis, Ill. to Boston, Baltimore, New York and Philadelphia.

Advice Letter No. J-539.

To the General Freight Agents,

Gentlemen:—By Advice Letter No. J-460, dated April 11, 1904, there was submitted for your views the following application from Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee:

"At meeting the 8th instant letters from the Frisco System Officials (copies attached) were presented, and after consideration, it was

Recommended, To the Central Freight Association that proportional rates on wall plaster, C. L., minimum 60,000 lbs. and over, originating at wall plaster producing points in Texas, Oklahoma and Indian territories, be authorized from East St. Louis, Ill as follows:

To Boston, 20 cents per 100 lbs.; New York, 18 cents per 100 lbs.; Philadelphia, 16 cents per 100 lbs. and Baltimore, 15 cents per 100 lbs.

(The above rates shall be the maximum rates on intermediate traffic over the same line in the same direction), provided tariffs covering through rates from points of origin to destinations are published by initial lines and traffic moves on through consignments.

This recommendation is predicted on the fact that the rate per ton mile allowed lines east of East St. Louis is approximately the same as earned by lines up to East St. Louis.

Please have the above given early attention, advising conclusions."

The letter referred to above by Chairman, Fraser is as per sheet next attached.

A/L No. J-539, Page 2.

Copy. Frisco System.

St. Louis, Mo., April 16, 1904.

L-228.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Will you kindly docket for consideration again the petition of the Acme Cement Plaster Co. for a lower rating on wall plaster from East St. Louis to Trunk Line territory.

The plants owned by the applicants are located on our

system lines west and are very largely producers of this commodity, and we are extremely anxious to have rates established that will enable them to market their product in eastern territory.

They explain that the production from Michigan points is not their competition in Trunk Line territory, but under the present basis neither themselves or the Michigan people can compete against the mills located at Jersey City, Long Island and other points in that vicinity who obtain their raw material, gyp rock, via sea from Nova Scotia.

The present rate from Acme, Texas, to New York City via Gulf is 25½ cents and to Baltimore 32½ cents.

Baltimore is their objective point at present time, owing to the immense amount of building to be done as a result of the fire. They are willing to the establishment of a minimum of 60,000 lbs. or capacity of the car.

Yours truly,

(Signed) A. D. Lightner, GA.
Frisco System.

Copy.

St. Louis, Mo., April 7, 1904.
B-1499.

Mr. R. M. Fraser, Chrm., St. Louis Eastbound Frt. Com. St. Louis, Mo.

Dear Sir:—Supplementing Mr. Lightner's Letter of April 6th, file L-228, application is hereby made to publish following figures on wall plaster, minimum weight 60,000 lbs.

From Acme and Quanah to Baltimore 30 cents, dividing to East St. Louis 15 cents, Lines east 15 cents. The distance is from Acme to E. St. Louis 735 miles, and from Quanah 730 miles.

From Cement and Marlow, O. T. to Baltimore 26½ cents, dividing to East St. Louis 11½ cents, beyond 15

cents. The distance from Cement, O. T. to E. St. Louis is 604 miles, and from Marlow, I. T. 586 miles.

Rates to New York 3 cents higher.

We find these rates necessary in order to meet rates in effect via Gulf Ports as well as competition of Eastern manufacturers who procure their raw material via water from Nova Scotia.

Respectfully,

(Signed) A. S. Dodge, Frt. Traf. Mgr."

A/L No. J-539. Page 3.

Based upon the vote as recorded upon the foregoing, the same could not be approved, and this office, under date of April 23rd, advised Chairman Fraser as follows:

"Referring to your favor of the 9th inst., file 4267, proposed proportional rates on wall plaster, C. L., from East St. Louis to Atlantic seaboard cities, would state that the proposition was submitted for views of Central Freight Association lines by Advice Letter No. J-460, and, based upon the votes recorded, the proposition cannot be approved.

It is the opinion that no less rate should be established from Central Freight Association gateways on plaster originating west of C. F. A. territory than is accorded the shippers within C. F. A. territory. It is contended that raw material is hauled to the parties who manufacture plaster in this territory , whereas when it comes from parties outside of the territory Central Association lines do not obtain revenue from the raw material, hence they believe that the finished material of wall plaster shipped by parties not within Central Freight Association territory should not be handled on any more favorable basis than is that manufactured within the territory. It is also the opinion that large quantities of this wall plaster is manufactured at eastern points and if the shippers in the west handling business to points east of Buffalo, etc. are given a less basis

than prevails in the opposite direction, the Trunk Lines will object, and ask for corresponding reduction.

The application is therefore declined."

In reply to the above, Chairman Fraser, under date April 29th writes:

"Your letter 23rd, file J-460, was read at meeting today to the effect that the proposition could not be approved. The General Agent Frisco System stated he had shown a copy of your letter to Vice-President Acme Cement Plaster Co. and had a letter giving additional arguments which was read, and it was

Moved, That the additional arguments be submitted to the Chairman of the Central Freight Association with the statement that this committee re-affirms its former application and requests re-consideration of the subject.

I attach copy of the letter April 29th from Mr. A. S. Walker, V. P. & G. M. Acme Cement Co. to Mr. A. D. Lightner, Gen. Agt. Frisco System referred to above.

Please have the subject given further consideration, advising conclusions, and oblige."

Copy. April 29, 1904.

Mr. A. D. Lightner, Gen. Agt., Frisco System,
City.

Dear Sir:—Referring to our conversation regarding the action of the Trunk Line Committee, I beg to state that the position Chairman Tucker takes in his letter of April 23rd is incorrect from the fact that the plaster manufactured in Michigan is manufactured at the beds where the rock is mined. There is in South Chicago a mill owned by a Gypsum Trust that gets their rock from Alabaster, Mich. via boat at 50 cents per ton. They own their own boats and the only haul that the railroads get out of that concern is when they run out of rock in the Winter time and the boats cannot be operated. There is no other mill in that

country with which I am acquainted that gives any haul on raw material. So much for that feature of Chairman Tucker's letter.

He also states that there are large quantities of wall plaster manufactured at Eastern points, but he fails to take cognizance of the fact that this raw material comes from Nova Scotia in foreign bottoms at from 8 cents to 10 cents per 100 lbs. In some cases even as low as $1.35 per long ton. These plants are located on Long Island, Staten Island, New Jersey and Newburgh, N. Y., and by letteng us into that territory you will be giving the railroads a haul that they do not now enjoy. These are the facts. Chairman Tucker can get almost any kind of statement from competitors of ours that he desires, but the fact should govern.

I would be glad to meet your Committee or the Trunk Line Committee in Chicago in the presence of our eastern competitors, and there let the members of that committee decide for themselves whether the position we take is correct or not. By joining in the through rates requested, it would make something like 30 cents per 100 lbs., or $6.00 per ton, to the majority of points along the Atlantic Seaboard, which is a much higher rate than is now in effect from any other producing point, and I cannot see how it would interfere with the rates now in effect from Michigan and Atlantic Seaboard points.

Another argument used by Chairman Tucker is that the westbound rates are higher than those proposed. If he will look over the movement of plaster on these rates, he will find that they are paper rates; they are prohibitive, for the reason that a dozen cars per month of plaster comes to the Mississippi from New York and vice versa. The mere statement that rate is in effect, and when the facts are obtained that there is no movement seems to me would be a good reason for readjustment. The way that this rate is proposed to be put in effect it will be a through rate, and

will be much higher than any other rate in effect from any other producing point.

Yours very truly,

(Signed) A. S. Walker, VP.

For your information would state that the present rates eastbound are 22½cents per 100 lbs. Chicago to New York; and westbound 22 cents per 100 lbs. New York to Chicago.

Please note on the enclosed blank your views on the proposition as re-submitted hereby, and oblige,

Yours very truly,

J. F. Tucker, Chairman."

"Personal.

April 29, 1904.

4267.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:—Your letter April 23rd, file J-460 was submitted at meeting today and the Committee were surprised to learn that a copy of same had been shown to the shipper making application for the wall plaster rate in advance of its being considered by this Committee, and I was instructed to take the subject up with you with the view of ascertaining the facts in the case and whether you consider the transaction as perfectly regular, etc.

Awaiting your reply, I am,

Yours respectfully,

Chairman."

"Central Freight Assocation.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, April 30, 1904.

Please refer to file J-460.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Replying to your personal letter of the 29th inst., your file No. 4267:

Advise me what is meant by this letter. Who showed a copy of our letter to you of April 23rd to the shipper? When was it shown? Give me what you know about it for we don't recall any such circumstance.

Yours very truly,

Mr. J. F. Tucker, Chairman."

Who was the shipper?"

Personal.

May 2, 1904.

4267.

Mr. J. F. Tucker, Chairman, CFA., Chicago, Ill.

Dear Sir:— Yours April 30th, file J-460. A copy of your letter April 23rd file J-460 was shown by Gen'l. Agt. Frisco System to the shipper, to which he (the shipper) replied as you will see by letter, dated April 29th, addressed to A. D. Lightener and signed S. A. Walker, VP, Acme Cement Plaster Co.,—a copy of S. A. Walker's letter is attached to my letter April 29th, file 4267 with Committee recommending further consideration of the "Rate on Wall Plaster."

It is my understanding that a copy of your letter 23rd to me on the "Wall Plaster" subject, was furnished to the C. & E. T. R. R. and was in posession of the shipper prior to your original letter being considered by the Committee at 10:30 A. M. April 29th, the reply of shipper having been presented at said meeting.

Respectfully,

Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 3, 1904.

Please refer to file J-460.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Replying to your personal letter of the 2nd, your File 4267:

This office did furnish General Freight Agent Wm. Campbell of the C. & E. I. with copy of the letter written you declining them application for the rate on wall plaster, and seemingly it does not occur to me how in any way this could do any possible harm. Had the matter not been decided or had the rates been advanced, no word would have been given out from this office until the Information Circular was issued.

Believing that I may be dull in this matter, I would like to know what earthly objection could be taken to this office doing as it did.

Yours very truly,

J. F. Tucker, Chairman."

"Central Freight Association.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, May 17, 1904.

Please refer to file J-539.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—Referring to your favor of April 29th, last, file 4267, proposed proportional rates on wall plaster from East St. Louis to eastern cities.

The proposition was re-submitted by Advice Letter No. J-539 for views of Central Freight Association lines and rates.

In connection therewith several parties suggest that if through tariffs are issued from initial point of origin to eastern destination they should favor the acceptance east of East St. Louis, as minimum, the proportions recommended by your committee. Please advise if the publication of through tariffs can be arranged, the idea being that the pro-

portional rates, if established from East St. Louis, will apply only on business originating at the points mentioned in your letter, because the competition which the applicant states makes necessary the rates proposed may not exist from other plaster-shipping points west of the Mississippi River and Central Freight Association roads therefore only desire to meet the competition on which the proposition in based.

Furthermore, if the proposition is agreed to, and the proportional rates approvel from East St. Louis, the tariffs of the roads members of your committee should mention the points of origin where the business must originate in order to be entitled to the proportional rates.

Please advise if the members of your committee will agree to the foregoing arrangement.

Yours very truly,

J. F. Tucker, Chairman."

"May 21, 1904.
4267.

Fate on Wall Plaster.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.:

Dear Sir:—Yours 17th, file J-539, was read at meeting 20th and it was

Moved, That Chairman, C. F. A., be replied to to the effect that the St. Louis lines in making their recommendation for through rates on Wall Plaster, as follows, from Acme and Quanah and other Wall Plaster producing points in Texas, to Baltimore 30 cts.; Philadelphia 31 cts.; New York 33 cts; and Boston 35 cents; and from Cement and other Wall Plaster producing points in O. T. and Marlow and other Wall Plaster producing points in I. T. to Baltimore 26½c, Philadelphia 27½c, New York 29½c, and Boston 31½c, did not contemplate publication of any proportional rates from East St. Louis, that a through tariff was to be provided by initial roads and rates so published

divided on basis of Acme and Quanah to East St. Louis 15 cts., East St. Louis to Baltimore 15 cts., Philadelphia 16 cts., New York 18 cts., and Boston 20 cts., and from Cement, O. T., and Marlow, I. T. to East St. Louis 11½c, East St. Louis to Baltimore, 15c, Philadelphia 16c, New York 18c, and Boston 20c.

Trusting that this will permit of recommendation being approved, I am

Yours respectfully,

Chairman."

Above exhibit is marked "Complainant's exhibit Fraser No. 793."

Complainant offers in evidence correcpondence between the officials of the Central Freight Association and the St. Louis Eastbound Freight Committee, regarding agreement as to Scrap Iron rates from East St. Louis to C. F. A. points; also notice of meeting, dated November 16th, 1904, signed by C. E. Fulton, quoting meeting of various lines to consider above subject; and calling a conference meeting between the St. Louis Eastbound Freight Committee and the Chicago & Ohio River Committee, to be held November 23rd, 1904; being File 4270, as follows:

"CENTRAL FREIGHT ASSOCIATION.

Chicago & Ohio River Committee.

Secretary's Office, Room No. 837, Monadnock Block.

Chicago, November 16, 1904.

Call for conference meeting, room 314 Wainright Bldg., corner Chestnut and 7th streets, St Louis, Mo., Wednesday, November 23rd, 1904, 9:30 a. m. sharp. Scrap iron rates East St. Louis to C. F. A. points vs. between Chicago and Ohio River crossings.

To the General Freight Agents:

Gentlemen:—At your meeting 15th inst., subject matter of scrap iron rates between Chicago and Ohio River crossings was brought up and discussion developed the decision that pending an early conference with the St. Louis-Louisville-Cincinnati Committee to consider question of scrap iron rates from East St. Louis to C. F. A. points, vs. between Chicago and Ohio River, the action of meeting October 25th is reaffirmed, and that in the event of no advance in rates from East St. Louis to South Bend, etc., the C. & O. R. Committee lines will convene to harmonize rates to and from Ohio River crossings and Chicago.

Chairman Fraser personally states that the regular monthly meeting of his Committee convenes Wednesday the 23rd inst., and it will be favorable for the desired conference on that date in his office at 9:30 a. m. to discuss the situation as to scrap iron rates.

Therefore conference will be held in Chairman Fraser's office, Room 314 Wainwright Bldg., corner Chestnut and 7th Sts., St. Louis, Mo., at 9:30 A. M. sharp November 23rd.

On receipt kindly wire your intention of being personally in attendance or authoritatively represented.

Yours truly,

C. E. Fulton, Secretary.

Copy to R. M. Fraser, Chairman."

Proceedings of conference meeting between the St. Louis Eastbound Freight Committee, and Chicago & Ohio River Committee.

Held at Chairman Fraser's office, St. Louis, Mo., Wednesday, Nov. 23, 1904.

Representation:

St. Louis Eastbound Freight Committee.

B. & O. S. W. R. R., Edw. Hart, Jr.

C. & A. Ry., not represented.
C. & E. I. R. R., S. J. Cooke.
C. P. & St. L. Ry., C. W. Galligan.
C. C. C. & St. L. Ry., Walter Nichols.
Ill. Cent. R. R., J. R. Peachy.
L. H. & St. L. Ry., L. J. Irwin
Southern Ry., R. A. Campbell.
T. H. & I. R. R., N. W. Taylor.
T. St. L. & W. R. R., R. H. Sheill.
Wabash R. R., not represented.
R. M. Fraser, Chairman.

Chicago & Ohio River Committee.

B. & O. S. W. R. R., Edw. Hart, Jr.
C. & A. Ry., C. A. King, by C. H. Fulton.
C. & E. I. R. R., S. J. Cooke.
C. & E. R. R., W. D. Scott.
C. I. & L. Ry., O. C Carter, by C E. Fulton.
C. C. C. & St. L. Ry., Walter Nichols.
C. H. & D. Ry., E. J. Hutchinson.
E. & T. H. R. R., D. H. Hillman.
Ill. Cent. R. R., J. R. Peachy.
P. C. C. & St. L. Ry., F. E. Sawter.
Southern Ry. (St. L. & L. Div.), R. A. Campbell.
Vandalia Line, N. W. Taylor.
Wabash R. R., not represented.

Convened 10:30 A. M., C. E. Fulton presiding.

Rates on scrap iron from East St. Louis to Fort Wayne, South Bend, etc., vs. between Chicago and Ohio River crossings.

Attention was directed to the present condition of rates from East St. Louis to several Central Freight Association points within the Chicago rate district territory, as compared with the rates between Ohio River crossings and Chicago.

Extended discussion resulted in the individual announcement on the part of each representative in attendance, also subsequently concurred in by the Wabash R. R. Co., that, effective December 12, 1904, scrap iron rates, carloads, from East St. Louis to Fort Wayne and South Bend would be advanced to $1.80 basis per ton, same rate to also apply from Mt. Vernon and Evansville to Chicago, it being understood that any other points affected by the foregoing change will be correspondingly advanced.

Note: In accordance with the foregoing, request was made that Central Freight Association Information Nos. 4930 and 5505 be corrected to this extent.

No further business being presented, the meeting on motion adjourned.

C. E. Fulton, Chairman."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, November 26, 1904.

Please refer to file Inf. 5505.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.

Dear Sir:—This will acknowledge receipt of your favor of the 23rd inst., file 4270, attached to which is advance copy of proceedings of meeting held in your office on the 23rd inst., relative to rates on scrap iron from East St. Louis to Central Freight Association points, versus rates between Chicago & Ohio River Committee points.

I presume, based upon the action taken at the meeting as cited in the advance copy of the proceedings sent us, we may at once correct our information records to show that that rate from East St. Louis to Fort Wayne and South Bend, on scrap iron, carloads, will be $1.80 per ton. Please confirm this, and oblige.

Yours very truly,

J. F .Tucker, Chairman."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

W. U. Frank No. 1264.

St. Louis, Mo., Nov. 28, 1904.

J. F. Tucker, Chairman C. F. A., Monadnock Block, Chicago, Ill.

Your letter twenty-sixth, file information fifty five naught five. Yes, sir, effective December twelfth.

R. M. Fraser."

"THE WESTERN UNION TELEGRAPH COMPANY.

(Regular printed blank.)

Received, at 412 & 414 Pine Street, St. Louis, Mo.

1513 CH EL GU 43 DH.

To Chicago, Nov. 30, 1904. 1185.

R. M. Fraser, St. Louis:

Please see information fifty five sixty seven issued yesterday establishing rate one dollar eighty cents scrap iron East St. Louis to Ft. Wayne and Southbend effective prox. Please have it understood that rate will take effect twelfth proximo as agreed at meeting regardless of circular.

J. F. Tucker. 958 AM."

"CENTRAL FREIGHT ASSOCIATION.

Office of the Chairman, 8th Floor Monadnock Block.

Chicago, December 31, 1904.

Please refer to file Inf. 5567.

Mr. R. M. Fraser, Chairman St. Louis Eastbound Freight Committee, St. Louis, Mo.:

Dear Sir:—In reply to your favor of the 21st inst., file 4270, would state that we will at once cheerfully re-issue Information Circular No. 5567 and provide therein cancellation of rate of $1.70 per gross ton on scrap iron, etc.,

named in Information Circular No. 4903 from East St. Louis to Fort Wayne.

Yours very truly,

J. F. Tucker, Chairman.

Above exhibit is marked "Complainant's Exhibit Fraser No. 794."

After recess on Wednesday, January 23rd, 1907, the following proceedings were had:

JULIUS S. WALSH, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Walsh, referring to the purchase of the Conlogue Road, I will ask you if you know whether or not the Conlogue Road owned the right-of-way upon which its rails were laid at the time of the purchase? A. I think so.

Q. Have you any memoranda or records in the possession of the Terminal Railroad Association, or its officers, that would show as to whether or not there was a right-of-way acquired with that road? A. I think not, sir.

Q. You think not? A. No, sir.

Q. Have you any knowledge as to whether or not the Conlogue Road, at the time of its purchase by the Terminal Railroad Association, owned any rolling stock? A. I could not say.

Q. Would any official of your company, and if so, what one, know that fact? A. Yes; the general superintendent ought to know it.

Q. Who was the General Superintendent at that time? A. At that time, I think it was Mr. Dunlop.

Q. Is he still in the employ of the company? A. No, sir; I think he has died recently.

Q. Is there any other official that would know about that? A. I should think the information would be in that office.

Q. In the office of the General Superintendent? A. Yes, sir.

Q. Who has charge of those records at this time? A. They are in charge of the———

Q. (Interrupting) What I mean is, in whose official possession are they? Q. Mr. Burlingame is the General Superintendent.

Q. What are his initials? A. A. H. Burlingame.

Q. Have you any knowledge of the volume of the business, in the way of interstate transfer of passengers and freight, either, or both, that was carried on by the Conlogue Road, in connection with the ferries, at the time of the purchase, in 1902, or whatever time the purchase was made, by the Terminal Railroad Association? A. No, sir.

Q. Is there any data or record in possession of the Terminal Railroad Association that would show that fact? A. I could not say.

Q. Referring now, Mr. Walsh, to the sale of the Wiggins Ferry property, and the acquisition or control thereof by the Terminal Railroad Association—I will ask you if you know whether or not there were any negotiations between the Terminal Railroad Association, or its officers, and the officials of the Rock Island, that led up to the entrance of the Rock Island road into the Terminal Railroad Association? A. After the struggle for acquision was over, there were conferences that led up to the Rock Island's coming in. None previous to that, though.

Q. None previous to that? A. No, sir.

Q. After the fact of the control by the Terminal Association, of the Wiggins' property, was settled, then the negotiations began? A. Well, you could hardly say "the Terminal Railroad Association," because it was owned by the railroads.

Q. The fourteen proprietary lines? A. Yes, sir; the fourteen proprietary lines.

Mr. Watts: There were not fourteen at that time.

A. No, not at that time.

Q. How many were there at that time—thirteen? A. No, not that many. I think possibly seven.

Q. In 1902? A. In 1902—yes.

Q. At the time the Wiggins' Ferry Company was sold? A. Yes, sir.

Q. Do you know from memory what seven those were? A. Well, there was the Wabash, Missouri Pacific, Iron Mountain, Louisville & Nashville, Big Four, Vandalia, Frisco, and B. & O. S. W.

Mr. Watts: That makes eight? A. Yes, there were eight.

Q. What roads came in subsequently? A. The Southern, Rock Island, Chicago & Alton, Illinois Central, Burlington, M. K. & T.

Q. Did the remaining six roads, including the Rock Island, come in after the sale of the Wiggins' Ferry property, at the same time the Rock Island came into the Terminal? A. Well, about the same time.

Q. I will get you to state if it is a fact that the negotiations with the other roads than the Rock Island who were not members of the Terminal Railroad Association were taken up after the purchase, at or about the same time, or as part of the same series of transactions, that led up to the Rock Island coming into the Terminal Railroad Association? A. Yes, sir.

Q. Do you know whether or not the negotiations were opened by an official of your company, or whether they were opened by officials of the roads who were not members of the Association? A. I think that was mainly in the hands of our legal department.

Q. Who represented you at that time? A. Mr. Watts.

Q. Did he have instructions to open negotiations with the other roads? A. Yes, sir.

Q. And report to your Board of Directors, or to you as President? A. To report to the Board of Directors.

Q. And he did open these negotiations, and then reported to you? A. Some of them. I don't know that he was in all. I had occasion myself to speak to several of the executives of the roads. And then, after the matter was seriously entertained, then it drifted into the legal department.

Q. Then you first brought the matter, did you, before some of the executive officers of the outside roads? A. Yes, sir.

Q. Do you know what officials you talked to? A. I spoke to Mr. Yoakum; and I spoke to Mr. Felton.

Q. Mr. Felton, of what road? A. The Chicago & Atlon. And Mr. Harris of the Burlington; and Mr. Howard Elliott of the same road; I saw Mr. Samuel Spencer of the Southern.

Q. The gentleman who was recently killed in a wreck? A. Yes, sir; and Mr. Allen of the M. K. & T.; Mr. Rouse of the M. K. & T. road at that time; I spoke to Mr. Harriman of the Illinois Central. I think that is all.

Q. That is all you recall now? A. That is all I recall now.

Q. Mr. Walsh, did you do this of your own initiative, or were you instructed so to do by the Directors of the Terminal Railroad Association? A. I did so of my own responsibility.

Q. Did you do so after a conference with the representatives of any of the Terminal roads? A. Not at the outset.

Q. Did you subsequently take the matter up with the representatives of some of the Terminal roads? A. Yes, sir.

Q. Prior to the time it was laid before your Directors? A. Yes, sir

Q. The representatives of what roads did you confer with? A. Mr. Ramsey of the Wabash; Mr. Warner of the Missouri Pacific, Mr. Harding of the Iron Mountain;

Mr. Ingalls of the Big Four; Mr. Green of the B. & O. S. W.

Q. Who is that? A. Wm. M. Green, of Cincinnati.

Q. Were these men at that time all directors of the Terminal Railroad Association? A. Yes, sir.

Q. What was the basis upon which the suggestion was made to these outside roads to become members of the Terminal Railroad Association? A. The great inducement was that they could get into St. Louis without an expenditure of a dollar on their part, merely by the assumption of the responsibility of the outstanding securities of the Terminal Railroad Association, and the protection of its future revenue.

Q. What was the proposition—that they should invest so much money? A. No, sir; that they should come in on perfect equality with the original proprietary lines.

Q. Did they eventually pay porportionally for all of the stock that had been purchased by the contending parties, the Rock Island, and the Terminal Railroad Association, from the Wiggins Ferry Company? —A. Do you mean the original proprietary lines?

Q. The new lines that came in? A. Yes; I think the first call was for 50 per cent. of the purchase price.

Q. Did that include both the old companies and the new companies? A. The old companies, and I am not quite clear about the new companies. I think it included the new companies.

Q. At any rate, did the new companies finally pay their proportional part of whatever was finally paid for the entire issue of the Wiggins' stock? A. Yes, sir.

Q. So that both the old companies and the new companies now stand on a parity, so far as the investment in that property is concerned? A. Yes, sir.

Q. And then there was a meeting, after these suggestions, wasn't there, between some representative of your

company and representatives of those various roads that were not in the Terminal Railroad Association? A. Yes, sir.

Q. When and where did that meeting occur? A. It was in New York.

Q. Who represented the interests of the Terminal Railroad Association? A. I was there at that time; Mr. Watts was there; and Mr. McChesney.

Q. Mr. McChesney was President, was he? A. No, he was Vice President. and General Manager.

Q. And the representatives of what roads did you meet? A. At those meetings there was Mr. Felton of the Chicago & Alton; Mr. Spencer of the Southern; Mr. Ingalls of the Big Four; Mr. Rouse of the M. K. & T.; Mr. Smith of the L. & N.; Mr. Green of the B. & O. S. W.; and Mr. Leeds of the Rock Island. There may be others I don't recall just now.

Mr. Watts: My I suggest?

Mr. Crow: Yes, certainly.

Mr. Watts: Mr. Harris of the Burlington; Mr. McCrae of the Pennsylvania.

The Witness: And Mr. Miller of the Pennsylvania.

Q. Is that all? A. I think that is all.

Q. At this meeting was any record of the proceedings kept? A. I think not.

Q. It was simply a conversation as to details that were—

A. (Interrupting) It was a conference.

Q. (Continuing) —to be carried out with reference to the entrance of those roads into your Association? A. Yes; it was approaching the Exposition time, and it became necessary to enlarge the facilities; and in order to do that it became necessary to raise money. All those things were discussed in those meetings.

Q. At that time was it determined that those roads should enter the Terminal Railroad Association? A. At

one of those meetings; there were several.

Q. There was more than one meeting, was there? A. Yes, sir, several.

Q. Did they follow each other, on consecutive days, or did a period of time intervene? A. I think there was possibly some little time between the meetings.

Q. Have you any means of fixing the dates of those meetings? A. I have not.

Q. Approximately? A. I think it was the year of 1902.

Q. In the latter part of the year? I believe the contest for the purchase of the stock was in the spring or early summer? A. They must have been held, then, in the autumn of 1902, I suppose.

Q. Later in the year, at any rate, if it was in 1902? A. Yes, sir.

Q. Do you recall how many meetings there were? A. I should say at least three.

Q. Finally was an arrangement made by which they could enter into the Terminal Railroad Association? A. Yes, sir.

Q. And then was the matter submitted to your Board of Directors? A. Yes, sir.

Q. At a meeting here in St. Louis? A. In St. Louis, yes, sir.

Q. Do your records disclose that fact? A. I presume they would.

Q. Will you be kind enough to have that looked up and see what the date of that is, so that if I desire I may look at that record? A. Yes, sir.

Mr. Crow: I don't want to ask to have them brought here, because I may not want it, when I look at it—if you gentlemen will be kind enough to let me know what is in it.

The Witness: You want the date of admission of each of these roads; is that it?

Mr. Watts: You have that already, Mr. Crow. I gave you that.

Mr. Crow: That is the agreement. I want the record of that meeting.

Q. Mr. Walsh, do you know how the stock was apportioned to these new roads that came in—the stock of the Terminal Railroad Association? A. Into fourteenths, each having an equal share.

Q. Up to the time of the admission of the six new roads the eight old roads controlled all of that stock?

Mr. Watts: All the issued stock.

Mr. Crow: Yes.

A. All the stock outstanding?

Q. Well, no; because it was in the treasury wasn't it?

Mr. Watts: Yes, sir.

Q. How much stock was in the treasury at that time? A. I don't remember.

Q. Had the increase to $50,000,000 been made at that time? A. When the roads came in?

Q. Yes. A. I think not. It came subsequently.

Q. What was the capital stock before? $18,000,000, wasn't it? It was the same as the bonded indebtedness, was it not, Mr. Watts?

Mr. Watts: Exactly the same as the bonded indebtedness, which was $12,000,000.

Q. And the capital stock was the same? A. Yes, sir.

Q. Then, when the new roads came in, the additional stock was issued, wasn't it? A. The additional stock was issued, because they were going to put this additional mortgage on the property, and it became necessary to increase the capital stock.

Q. I am not asking why, but as to the fact. It was issued after the new roads came in? A. I don't think the whole of it has ever been issued.

Q. Well, it was authorized? A. It was authorized, yes, sir.

Q. And likewise the bonds? A. Yes, sir.

Q. I believe you testified before, Mr. Walsh, in regard to the $17,500,000 of underlying indebtedness, that you retained of the new issue of $50,000,000, $17,500,000 to take care of those underlying bonds? A. Yes, sir.

Q. I believe you also testified that there was $35,000,000 issued altogether, that had been issued on the bonds? A. Yes, sir.

Q. That $35,000,000 also includes the $17,500,000? A. Yes, sir.

Q. Has all of the difference between the $17,500,000 retained to take care of the underlying bonds, and the $35,000,000 been disposed of?

Mr. Watts: Expended, do you mean?

Mr. Crow: Sold by the company, I mean.

A. Yes, sir.

Q. Have they been sold to any persons other than the proprietary lines, or officials thereof? A. Yes, sir, they were sold to J. Pierpont Morgan & Co. of New York.

Q. Do you know the price they were sold at? A. Various prices. I think we got from ninety to possibly ninety-six.

Q. Those were the bonds that were covered by what is known now as the general mortgage? A. Yes, sir.

Q. For the $50,000,000? A. Yes, sir.

Q. That would make, then, $17,500,000 of bonds, woudn't it, that were sold to Morgan & Company? A. About that.

Q. Well, twice $17,500,000 is $35,000,000? A. Yes, sir.

Q. That money was all paid into the treasury of the Terminal Railroad Association wasn't it? A. Yes, sir.

Q. And it has been expended by the Terminal Railroad Association? A. Yes, sir.

Q. Can you indicate or state for what that $17,500,000 has been expended since 1902? A. I think $15,000,000 for the Conlogue road.

Q. I thought the Conlogue road was purchased before the consolidation of the six roads and the eight roads? A. It was paid for out of the proceeds of the sale of those bonds.

Q. It had been previously paid for, hadn't it? A. I think not.

Q. You think not? A. I think not; no, sir.

Q. Will you procure for me from your records the date of the purchase of the Conlogue road? A. Yes, sir.

Q. You can just give it to Mr. Watts. What other items, Mr. Walsh? A. I think out of the proceeds there was something like $7,500,000 paid for the Wiggins' Ferry; and then I don't recall what we paid for the Outer Belt; that was part of the expense, and the balance went into increasing the facilities.

Q. At the Union Station? A. At the Union Station and East St. Louis.

Q. Did you obtain any additional facilities at East St. Louis? A. Well, we built a shop over there that was quite expensive.

Q. A machine shop? A. A machine shop; yes, sir.

Q. That was built out of the proceeds of this mortgage? A. Yes, sir.

Q. You can ascertain the data with reference to these facts from your proper officials, I suppose? A. Yes, sir.

Q. Will you please do that, and give it to one of the Counsel here, that we may look at it? A. Yes, sir.

Q. Then, Mr. Walsh, the roads were reimbursed, were they, for the expenditure that had been made for the Wiggins Ferry Company by the Terminal proprietary lines, from

the sale of the bonds? A. Yes, sir, and the roads in turn deposited this stock under the lien of the mortgage.

Q. As collateral? A. Yes, additional collateral.

Q. So that the roads have practically no money invested in the Wiggins Ferry stock as a primary proposition themselves; is that correct? A. Yes, sir.

Q. Now, has there been retired any of the outstanding underlying indebtedness? A. No, sir.

By consent of Counsel, the cross-examination of this witness is deferred.

At this point the further hearing of testimony in this cause is adjourned until to-morrow, Thursday morning, January 24th, 1907, at half-past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 24th, 1907.

Met, pursuant to adjournment as above, on Thursday morning, January 24th, 1907, at 10:30 o'clock, A. M., in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Complainant;

Messrs. M. F. Watts and F. W. Lehmann appeared in behalf of the defendants.

The following proceedings were had:

P. L. DUBOIS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name, address and business? A. My name is P. L. DuBois; I am auditor of the Consolidated Coal Company of St. Louis; office 625 Locust St., in the Dolph Building.

Q. How long have you been with that corporation? A. Since November, 1903.

Q. Were you in their employ before you came here? A. No, sir.

Q. Where are the mining properties of that company located? A. In Illinois.

Q. Entirely? A. Entirely, yes, sir.

Q. On what railroads, and how far distant from St. Louis? A. On the Wabash Railroad, at Staunton, and Mount Olive, about thirty-four and forty miles from St. Louis.

On the B. & O. S. W. Railroad at Breeze, Ill. I don't recall the exact location, as far as miles go.

On the Illinois Central Railroad.

On the Vandalia Railroad, near Collinsville.

On the Southern Railroad, near Belleville.

I believe that is all of their locations.

Q. What is the character of the business carried on by this Consolidated Company, as to whether it is retail or wholesale, or whether it is mining also? A. It is mining, and shipping coal in large quantities.

Q. Where is the product mostly marketed? A. St. Louis and Chicago, local points in Illinois. Some of it goes as far west as Omaha, Nebraska.

Q. Without referring to your records, can you give me an estimate, approximately, as to the amount of your product that is marketed in the city of St. Louis? A. It would have to be a pretty rough guess.

Q. That's what I want. A. Probably thirty-five per cent.

The Commissioner: Q. 35% of the output? A. 35% of the output.

Q. During what period of time is that per cent. the estimate of the output upon the market here? A. That is about the average ever since the operation of the company; or, at least, ever since I have been with the company.

Q. Can you give an estimate of the total output in tonnage, of the miles? A. It runs between 160,000 and 190,000 tons a month. I believe I should qualify that statement of percentage by saying that in that 35 per cent. there is a good bit of coal supplied to railroads, which would not properly be classed as commercial shipments into St. Louis.

Q. Railroad coal? A. Railroad coal, yes, sir.

Q. What roads does the Consolidated Coal Company furnish coal to? A. To the Wabash; Missouri Pacific; Vandalia; occasionally to the Chicago, Burlington & Quincy; occasionally to the Terminal Railroad Association; that is in this district.

Q. And what else? A. In the Northern Illinois Territory, and around Chicago, to the Chicago & Northwestern, the Chicago, Milwaukee & St. Paul, and the Pere Marquette Railroads; and occasionally some other railroads operating up there, but not regularly.

Q. Do you know where the mines of the Southern Coal & Mining Company are located, and on what roads? A. On the Southern Railway, I believe.

Q. At what points? A. I don't believe I am hardly familiar enough with their properties to state that.

Q. Is it within the coal district of St. Louis? A. Yes, sir; I presume you mean by that, within the fifty-mile belt?

Q. Yes, sir. A. Yes, sir.

Q. Have they any mines on any other than the Southern road? A. I could not say.

Q. Do you know where what were known as the "Murin mines" were located? A. I know they were on the Southern, but I don't know the exact location of them, as far as their relation to town or village is concerned.

Q. They were sold, were they not? A. Yes, sir.

Q. Who was the purchaser? A. I have heard that the Southern Coal and Mining Company was.

Q. Now you are the auditor of the Consolidated Coal Company? A. Yes, sir.

Q. As auditor, what are your duties? A. I have supervision over all the accounts, and practically over all financial matters of the Consolidated Coal Company; rendering bills and the payment of bills.

Q. I will ask you if you have presented any accounts, in behalf of the Consolidated Coal Company, to the Southern Railway Company, within the last two or three years, asking for repayment on account of over-charges made against your company? A. I presume there have been a number of bills for over-charge; claims, as we call them. They come up in the ordinary course of business.

Q. I will ask you if there was any one that was for a considerable amount of money, on account of over-charge in freight, based on difference between the freight rate charged the Consolidated Coal Company, and freight rates charged the Southern Mining & Coal Company? A. I believe there was an account of that kind. I don't recall all the circumstances of it, though.

Q. What year was it? A. It must have been during the latter part of 1905, or the early part of 1906.

Q. You presented the account, did you not? A. I prepared it.

Q. What was the amount of it? Just approximately? A. As well, as I can remember, something in the neighborhood of $2,000. Some such amount as that.

Q. Were there any other accounts presented of the same

character? A. I don't recall any especially. I did not recall that one until you mentioned the fact that there was an account of that kind. You understand, Mr. Crow, that when I say I presented it, I mean it was presented by my office. There are a number of clerks there, and with all of the details of the accounting work I am not familiar.

Q. What was the difference in the freight rate upon which that account was based? A. I don't remember.

Q. Do you remember to what company the lower rate had been given? A. No, sir.

Q. I will ask you the direct question whether or not it was made to the Southern Mining Company? A. I could not say that, either. I don't really know.

Q. Will your books disclose that? A. I presume they would; yes, sir.

Q. It must have been given to some other company, wasn't it? A. I don't quite understand the question.

Q. You presented this claim, as I understand, based upon the proposition that another coal company shipping from the same district, and the same kind of product, had been given a service similar to yours, and a less charge made than to your company? A. Yes, sir.

Q. And, of course, that company must have been identfied in order for you to have obtained that money back from the Southern Railway Company? A. It may have been, and still the book not show it, It may have been given me in the way of an arbitrary instruction to present a bill for a certain amount against a certain company, and those instructions may have disclosed the other company to which the lower charge was made.

Q. From whom would you receive those instructions? A. From the General Sales Agent.

Q. Who was the General Sales Agent? A. Mr. Schmick.

Q. Where is he located? A. St. Louis.

Q. What are his initials? A. W. S.

Q. Are you able to say now whether or not he gave you that information? A. No, sir, I cannot remember it without referring to the record.

Q. Will you look that up and let me know? A. Yes, sir.

Q. Is that the only claim that was presented against that company, based on similar grounds? A. I could not say that. I could not say whether it was the only one, from my memory.

Q. Will your books disclose? A. Yes, sir, the books will disclose.

Q. Will you please look it up and see? A. Yes, sir.

Not being able to complete the examination of this witness, by consent of counsel an adjournment is taken until to-morrow, Friday morning, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 25th, 1907.

Met, pursuant to adjournment as above, on Friday morning, January 25th, at 10:30 o'clock, a. m., in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Complainant

Messrs. M. F. Watts and F. W. Lehmann appeared in behalf of the defendants.

The following proceedings were had:

DIRECT EXAMINATION OF P. L. DU BOIS, CONTINUED, BY MR. CROW:

Q. Mr. DuBois, have you refreshed your memory about

those transactions I asked you concerning yesterday? A. Yes, sir.

Q. Can you give me the date of the presentment of the claim by the Consolidated Coal Company to the Southern Railroad Company? A. I cannot give you the date of presentment. I can give you the date of the rendition of the bill. It was May 11th, 1905.

Q. Have you any records showing the date of the payment? A. It was credited on our books under date of December 6th, 1905.

Q. Do you know the amount that was paid? A. The amount was $2,000.

Q. In round figures, $2,000? A. $2,000, yes sir.

Q. What was the basis of that claim? A. The basis was an over-charge of ten cents a ton.

Q. From what point? A. From our mines at Green Mount and Gartside, to East St. Louis.

Q. That over-charge consisted of what? A. The difference between the rate that we had paid in freight on certain coal moving between those points, and a rate that had been given to other parties having mines beyond ours.

Q. Who were the other parties? A. The records do not show.

Q. Do you know who they were? A. No, sir.

Q. Where did you obtain your information? A. What information?

Q. That that rate had been given. A. I did not obtain the information.

Q. Who did? A. As I stated yesterday, the bill was based on a letter requesting me to make a bill, giving those facts, just as I have stated.

Q. Didn't the letter name the Murin Coal Company? A. No, sir.

Q. Do you know whether or not it was the Murin Coal Company? A. No, sir, I do not.

Q. Who wrote the letter? A. It was written by the General Sales Agent.

Q. Have you the letter? A. I have it in my office, but not here.

Q. Is that the gentleman whose name you gave yesterday? A. Yes, sir.

Q. Where is he? A. He is in Chicago to-day, and has been there since—

Q. I mean, where does he live? A. He lives in St. Louis.

Q. Is that the only claim that you presented to the Southern Railway? A. Oh, it is not the only claim; no sir. We have had claims for over-charge, loss and damage, confistication of coal, corrections in weight, and various other claims.

Q. Is this the only claim that you presented to the Southern Railway for over-charge by reason of a difference in the freight rate? A. Yes, sir.

Q. That claim was presented in the name of your company, the Consolidated Coal Company? A. Yes, sir.

Q. Who collected the money? A. I could not say.

Q. Will the books show who collected it? A. No, sir.

Q. Have you anything to show whether it was paid by draft or cash? A. No, sir, I have nothing to show that.

Q. Who received that money? A. The Treasurer of the Company received it.

Q. Would his record show? A. I hardly think they would. The records show the credit to the Southern Railway Company on account of the bill. That is as far as my records go.

Q. What is the name of your Treasurer? A. Mr. Carr.

Q. Where did you get the memorandum to make the entry on your record? A. From his cash book.

Q. From the Treasurer's cash book? A. Yes, sir. It was posted to the ledger account from the cash book.

Q. Is Mr. Carr the gentleman who is subpoenaed here? A. Yes, sir.

Q. Then, if it was paid, either by cash or draft, it would be paid to the Treasurer? A. Yes, sir.

Q. Do you know what representative of your office presented the matter to the Southern Railway Company? A. No, sir, I do not.

Q. Who usually attends to that, in your office? A. Well, as a usual practice, the bills are mailed.

Q. Sent through the mail? A. Yes, sir.

Q. Did you sign the letters? A. Not personally; no, sir.

Q. Who did you present those claims to? A. To the Southern Railway.

Q. Where at? A. St. Louis or East St. Louis. I don't know exactly.

Q. Well, you had a good deal of business with the Southern Railway; you do a good deal of business with that company, don't you? A. I do a good deal of business with their local freight people, in regard to the payment of freight, and such things. But our transactions are conducted almost entirely with their East St. Louis agents.

Q. Was this claim presented to the local freight agent here? A. I cannot say how it was presented, or to whom.

Q. If you sent it by letter, your files will show, won't they? A. Why, they might; yes, sir.

Q. Do you know whether you are in the habit of presenting them to Mr. Campbell, the Assistant General Freight Agent, here? A. No, sir.

Q. You are not in the habit of doing that? A. I am not in the habit of doing that; no, sir.

Q. Where are they presented? To some one in East St. St. Louis? A. We are getting into a detail of the office that I am not familiar with personally.

Q. The coal that the difference of rate was paid for, was

coal that your company shipped and marketed in St. Louis? A. No, sir.

Q. Where was it marketed? A. East St. Louis.

Q. What place in East St. Louis was it marketed at? A. I hardly know what kind of an answer is required to that question. I can only say, East St. Louis. That is as far as I know, as an accounting officer.

Q. Did not the bulk of that coal come across the river? A. I don't know that it did, and I don't know that it did not.

Q. And you don't know whether it was marketed in East St. Louis or not? A. I know that it was sold on the basis of East St. Louis; sold at East St. Louis.

Q. Is all your coal sold at East St. Louis? A. A large quantity of it; yes, sir. That is the ordinary f. o. b. basing point for sales.

Q. The records in your office would show whether or not that coal was sold in St. Louis or East St. Louis, wouldn't they? A. It would show the sales of individual cars; yes, sir.

Q. Did you present a detailed statement, when you presented the matter to the Southern Railway? A. I presented a statement of all the cars moved between the dates covered by the bill.

Q. That was contained in the statement? A. Yes, sir.

Q. Have you a copy of that statement? A. No, sir.

Q. Your books will show that record, though, won't they? A. Yes, sir.

No Cross-Examination of this witness.

ARCHIE W. CARR, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name, residence, and occupation?

A. Archie W. Carr; Secretary-Treasurer of the Consolidated Coal Company, of St. Louis.

Q. Do you remember the transaction of a bill being presented to the Southern Railway Company for over-charges of freight on shipments of coal from your mines, in 1905, upon which they paid the money to you? A. I have no personal recollection of the presentation of the bill.

Q. Have you of the payment of the money? A. Yes, sir.

Q. Was it paid by draft or cash? A. That is a matter that I am unable to state right now.

Q. Would your books disclose that? A. I think so; yes, sir.

Q. Do you know who paid the bill, however it was paid? A. Well, it came to me through some one in the office.

Q. In your office? A. Yes, sir.

Q. Have you anything that would disclose who that was? A. No, sir, I have not.

Q. Do you know whether it came in the mail or not, from the Southern Railway? A. It did not, to me

Q. Who received those matters of that kind in your office? A. Why, I am the custodian of the funds. These funds pass into my hands from different sources.

Q. Can you look the matter up, and ascertain from what source it came? A. To the best of my information, yes, sir.

Q. Do you know whether it came from Mr. DuBois, or not? A. No, sir. I don't recall whether it was handed to me by Mr. DuBois, or his chief clerk, or Mr. Schmick.

Q. Your records will show whether it was paid in cash or by draft, or by a check? A. I think so, yes, sir.

Q. Will you look that up, and let us know. A. Yes, sir, I will.

At this point, the further taking of testimony in this case

is adjourned until Monday morning, January 28th, 1907, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 28th, 1907.

Met, pursuant to adjournment as above, on Monday morning, January 28th, 1907, at 10:30 o'clock, A. M., in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared for the complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared for the defendants.

The following proceedings were had:

N. W. TAYLOR, recalled, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Taylor, you were for many years connected with the Vandalia or Pennsylvania Road? A. Yes, sir.

Q. And are yet? A. Yes, sir.

Q. For many years you were the General Western Traffic Agent, were you not? A. I was General Freight Agent for some time.

Q. Do you recall the time they acquired the Conlogue Road? A. I cannot tell you, sir.

Q. Approximately? A. No, sir.

Q. You were with them at that time? A. The Pennsylvania Road?

Q. Yes. A. They owned the road a good many years; as long as I was connected with them, up until they disposed

of it. From the time I was connected with them. I have been with them since 1878 or 1879.

Q. And they owned it at that time? A. That is my recollection. If my recollection is correct, they owned it at that time—the Pennsylvania Railway Company.

Q. Where did it run? A. From East St. Louis down to the east side of the river from Carondelet.

Q. What points did it reach in East St. Louis? A. I cannot tell you exactly.

Q. Did it go to the stockyards? A. It is my recollection that it did.

Q. Well, you know that, don't you? A. I will not be perfectly positive, but I think that is correct.

Q. If you don't know about the location and operation of that road, what official of the Pennsylvania Company does? A. I presume you would have to get hold of the Superintendent.

Q. Who is he? Where is he? A. I don't know as the present Manager would know about it—Mr. McKean—I don't know whether or not he has read up on it; and who to refer you to I don't know.

Q. Who was running the road? A. Mr. Joseph Hill; but he is dead many years. And Mr. Turner followed. No, Mr. Elliott was General Superintendent prior to Mr. Turner.

Q. General Superintendent of what, the terminals? A. The whole thing.

Q. Wasnt' there some one in charge of the terminals over there? A. None, excepting the Superintendent. We had only a yard master.

Q. Well, the yard-master would know? A. Yes, the master at that time; but he is dead.

Q. Is everybody dead that ever knew anyth'ng about it? A. No, I think not. But it did not come under my jurisdiction, and I paid no attention to that part of it at all.

Q. What part of the business of the Conlogue Road did you know about? A. I handled the freight.

Q. You handled the freight? A. Yes, sir.

Q. Was that road open to the use of all railroads? A. To all railroads.

Q. It was practically a belt line around from East St. Louis down to a point opposite East Carondelet? A. Yes, sir. Of course, it was used principally by the Pennsylvania Road for their business; but other roads, by paying the switching charges, used the road also.

Q. They had equal facilities? A. Yes, sir.

Q. Do you remember the old short line road, the narrow gauge? A. Yes, sir.

Q. Do you remember when it was a narrow gauge? A. Yes, I do.

Q. Do you know whether or not the Conlogue permitted the narrow gauge to lay a third rail down on their tracks into East St. Louis? A. I could not tell you.

Q. You have seen that third rail, haven't you? A. I presume so. I have been over it a good many times.

Q. You know it came up that way? A. Yes, sir, before the M. & O. took it.

Q. The Conlogue Road led to a point in South St. Louis where there was a ferry, did it not? A. Yes, sir.

Q. What roads operated that ferry? A. My recollection is, the Missouri Pacific, and the Iron Mountain; the Missouri Pacific system.

Q. Was there an interchange of cars there, or freight, between the Missouri Pacific and Iron Mountain on the one side, and the Pennsylvania and the East side roads on the other? A. Yes, sir.

Q. Can you tell whether or not there was a large traffic over the Conlogue Road? A. There was quite a good deal of business handled over that road; a good deal of business. Especially for the Pennsylvania road.

Q. Have you any idea of the number of cars a day that would go over there? A. No, sir.

Q. Have you any records in your office here that would give that? A. No, sir, none that I know of.

Q. Where are those records? A. I should say that they are in East St. Louis, or perhaps in Terre Haute.

Q. In Terre Haute? A. Yes, sir.

Q. Whereabouts would they be in Terre Haute? A. In the Auditor's office of the Vandalia Road.

Q. Is the office of the Auditor of the Vandalia Road in Terre Haute? A. Yes, sir, it is in Terre Haute.

Q. The busines that the Conlogue Road did was a general switching and freight business? A. Yes, sir.

Q. How many miles of track did they have? A. I don't know.

Q. Do you know whether they had any locomotives or not? A. They had two or three that they used, I think.

Q. Do you know whether or not it struck most of the roads in East St. Louis? A. I think by switching—yes; I think nearly all could make connections. Perhaps one or two of the northern roads could not except through double switching.

Q. State whether or not there was any discrimination against any lines, in the way of using the Conlogue property? A. Not that I am aware of; no, sir; not that I am aware of.

Q. Do you know anything about the Belt Line of the Southern Road over there? A. I do not, sir.

Q. At the time that you were handling traffic over the Conlogue road, wasn't it your business to keep track of the amount of traffic that went over this ferry? A. Well, to a certain extent—yes. That is, we tried to keep track of it. The number of cars we got, and the number of cars we delivered.

Q. You had a record of every car, hadn't you? A. No,

sir, we did not. We did not keep a record of that character.

Q. You kept a record of the number of cars, didn't you? A. If a record was kept, it was kept either in East St. Louis or Terre Haute. We kept no car record in our office.

Q. What did you keep in that office? A. A general run of the business.

Q. What business? A. All the business that went over East St. Louis and Carondelet. That is, our own business only. Not what we received through other lines at all. Nothing except what pertained to the movement over our own line from East St. Louis and to East St. Louis.

Q. What official of the company would keep track of the business other than the Pennsylvania business? A. The yard-master was the man in charge of that.

Q. The yard-master doesn't keep records, does he? He usually reports to some one, doesn't he? A. He kept a record of that kind, at that time. Up to a certain time it was independent, and run by the General Superintendent of the Vandalia Road, and Mr. George K. Thomas was Superintendent of the East St. Louis & Carondelet; General Agent, you might say. And they looked after that business up to a certain time. And then the business, as far as freight was concerned, and pertaining to our own road, was turned over to the Freight Department. That was a short time prior to the death of Mr. Hebard.

Q. Does the record of your office disclose the number of cars that were handled by your own road? A. No, sir. We did not pretend to keep any. I want to say that we kept no record at all. We merely watched the thing very closely from day to day.

Q. Now, Mr. Taylor, you have been in the railroad business for thirty years? A. Yes, sir.

Q. And in the freight business most of the time? A. Yes, sir.

Q. And you know, don't you, that somewhere there is a

record kept of the movement of freight, in every railroad, over every mile of road, and every bit of switching? A. Yes, sir.

Q. Whereabouts is the record kept that would show the amount of business that went over the Conlogue Road up to the time that it was sold? A. My impression is that would be in the Auditor's office.

Q. What place? A. Terre Haute.

Q. What is the Auditor's name? A. W. S. Roney.

Q. Are none of these records at East St. Louis? A. I don't know of any. If there are, I don't know anything about it.

Q. Do you know the name of any official that had charge of the Conlogue Road, at St. Louis or East St. Louis, that could give this information? A. No, sir, I don't. There have been different men here. Perhaps Mr. McKean, the General Manager of the Road, can remember something about .it

Q. Who is the General Freight Agent here now? A. Mr. George W. Davis.

Q. How long has he been General Freight Agent? A. About a week. Prior to him, Mr. Coleman was General Freight Agent.

Q. Did Mr. Coleman succeed you? A. Yes, sir.

Q. Was he Superintendent when the road was sold? A. No, sir.

Q. Was he General Freight Agent here when the road was sold? A. Yes, sir.

Q. You don't know whether they owned any locomotives or not? A. I will not say absolutely. I think perhaps they used locomotives that were owned by the Vandalia Road.

Q. Do you know whether that ferry is running now? A. I don't know. The Grape-vine Ferry? I don't know. I presume it is running yet. I don't pay any attention to that part of it.

Q. Who would know about that? A. I should say Mr. McKean would know.

Q. Where is he? A. In the city of St. Louis

Q. Does he stay here? A. This is his headquarters. He is home sick now.

Q. What are his initials? A. Benjamin M.

Q. Is he Superintendent? A. General Manager of the Vandaila Road.

Q. Well, the Missouri Pacific people ought also to know, ought they not? A. They ought to know.

Q. It was their property? A. Yes, sir.

Q. How far from where this Conlogue ferry was run was the Ivory ferry? A. I could not tell you about that.

Q. You don't know about that? A. No, sir.

Those places down there are all new since I quit the General Freight department; that is, having any hand in it, or anything of that kind.

Q. Did you ever have any instructions to route cars that were not to be sent by the Conlogue ferry by way of the Wiggins Ferry, on the Pennsylvania Railroad? A. No, sir.

Q. Did you do that? A. I can't say that we did; no, sir. We routed wherever we could get the best service. That was my intention; and I had no instrutcions from anybody else as far as that was concerned. Wherever we could get the best service, for our road, and for other roads.

Q. Did the Conlogue Road touch the river north of Eads Bridge? A. No, sir.

Q. It stopped at the stockyards, did it? A. Yes, sir.

No. cross-examination.

JOHN SCULLIN, Recalled, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Scullin, when did you begin the operation or con-

trol of the Wiggins Ferry? I think you stated once before that it was in 1885? A. About 1885.

Q. About 1885? A. Yes, sir.

Q. And you continued to have the management of it until the time of its sale in 1902? A. Whatever time it was—yes, sir.

Q. I will get you to state, Mr. Scullin, whether during all those years, the properties, tracks and ferries of the Wiggins Ferry Company were open to the use of all railroads? A. Yes, sir.

Q. And all persons? A. Yes, sir.

Q. Either by wagon or any other way? A Yes, sir.

Q. And during that time the Wiggins Ferry Company had tracks on both sides of the river? A. Yes, sir.

Q. On the east side did the tracks connect with most of the railroads? A. Yes, sir.

Q. And on the west side, what roads did the tracks of the Wiggins Ferry Company connect with? A. With the Iron Mountain, from the South. With the Wabash from the north, and the Rock Island. And we connected with Poplar Street—that was known on this side of the river as the Terminal Railway Company.

Q. Do you know, Mr. Scullin, at what time the Carondelet Ferry, or the Grapevine Ferry as it was called, ceased to be operated? A. I could not tell you, sir; I don't know.

Q. Do you know where what is known as the Belt Line of the Southern Road, on the East side, in East St. Louis, is located? A. Yes, sir.

Q. Can you describe, generally, where it runs over there? A. I could only describe that in a general way.

Q. That is what I mean—in a general way.

A. In a general way, outside of the city. We operated it under a lease for a few years.

Q. It strikes most of those tracks on the east side? A. Yes, sir; crosses them.

Q. What is the general direction of that property? A. Running from what is known as the Pittsburg Dike, up to Venice.

Q. Where is the Pittsburg Dike? A. That is the lower part of East St. Louis. That dike that comes out there.

Q. Has that belt line any name that it is known by? A. Yes, it has, but I have forgotten just what it is. I don't remember.

Q. At the time that your company leased it, was there any ferry used in connection with the operation of it? A. No, sir.

Q. Were there any cradles for ferries? A. No, sir.

Q. Were there ever any cradles for the ferries on that road? A. No, sir, not that I ever knew of.

Q. Do you know in connection with what ferries it was operated after you turned it back to the Southern Railway Company? A. I do not know.

Q. Well, there was some ferry that it operated in connection with? A. Yes, sir, there was some ferry that operated from the Pittsburg Dike; but whether it was in connection with that Outer Belt or not, I don't know.

At this point, the further hearing of testimony in this cause is adjourned until to-morrow, Tuesday morning, January 29th, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, January 29th, 1907.

Met, pursuant to adjournment as above, on Tuesday morning, January 29th, 1907, at half past ten o'clock, in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo. Present, parties as before. When the following proceedings were had:

R. A. CAMPBELL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. R. A. Campbell.

Q. Are you connected with any railroad, Mr. Campbell? A. Yes, sir.

Q. What road? A. The Southern Railway.

Q. How long have you been connected with that railway? A. Since 1900.

Q. What was the predecessor of the Southern Railway? A. The Louisville, Evansville & St. Louis Consolidated Railway.

Q. Were you connected with that road? A. Yes, sir.

Q. How long? A. Nine years.

Q. In what capacity? A. General Freight Agent.

Q. In what capacity are you connected with the Southern? A. Assistant General Freight Agent.

Q. Where are you located? A. St. Louis.

Q. Have you been all the time? A. Yes, sir.

Q. Is that the extent of your service in St. Louis, twelve years with the Southern and its predecessor? A. I beg your pardon, it is more than twelve years.

Q. Yes; fifteen years, I should say. A. Yes, sir.

Q. What are your duties as Assistant General Freight Agent of the Southern Railway at this time? A. I look after the traffic of what is called the St. Louis Division of the Southern Railway.

Q. Are you familiar with the physical properties of the Southern Railway on the east side of the river, in St. Louis? A. Only in a general way. My duties would not permit me to have a detailed knowledge of it.

Q. Are you familiar with the location of the belt line of the Southern Road? A. Yes, sir.

Q. Just describe that property, where it is located, on the east side of the river? A. You refer, I presume, to the Venice & Carondelet Railway?

Q. Yes, sir. A. It operates from a connection of the main line of the Southern Railway, around East St. Louis, to a connection with the river on the north side, above the Merchants' Bridge—the Mississippi River.

Q. In miles, what is the extent of that belt? A. I am under the impression that it is about nine miles—perhaps a little more.

Q. How many of the roads on the east side does it touch? A. Shall I name the roads?

Q. If you can. A. The Southern Railway; the Mobile & Ohio; the Illinois Central; the Louisville & Nashville; the Chicago, Peoria & St. Louis; the Chicago & Alton; the C. C. C. & St. Louis; the Wabash; the Terminal Railroad Association; the Merchants' Bridge. I believe that is all.

Q. The Vandalia? A. Yes, sir; and the B & O. S. W. How about the Illinois Central? A. I mentioned the Illinois Central, I think.

Q. How about the Rock Island? A. We don't reach the Rock Island. They don't operate on the east side.

Q. The Rock Island does not operate on the east side? A. No, sir.

Q. I mean the Chicago & Eastern Illinois; they call that the Rock Island. A. Yes, sir, we connect with that.

Q. Do you know whether or not, at any time, there was operated in connection with this belt of the Southern Road, a system of ferries across the Mississippi River? A. Yes, sir.

Q. Who operated those ferries? A. The Interstate Car Transfer Company.

Q. At any time, prior to the period at which the Interstate Car & Transfer Company began the operation were

there any ferries operated in connection with that belt? A. No car ferries.

Q. Passenger ferries? A. We operated a boat, ourselves, for the handling of wagon traffic and passenger traffic between what is called our dike-yard, on the south side, and St. Louis. When we had our depot at what is called the dike-yard.

Q. Is that dike-yard on the east side? A. Yes, sir, on the east side.

Q. Where was the point of landing on the west side? A. I don't remember exactly. There was a point designated for the landing of this boat on the south side somewhere, but I don't know just where it was.

Q. South of the Eads Bridge? A. Yes, sir.

Q. Do you know where the old Plum Street depot was, of the Iron Mountain road? A. Yes, sir, I know where it was. I think it was north of that.

Q. The landing was north of that? A. I think so.

Q. Was this prior to the time the Southern Belt Road was leased to the Wiggins Ferry Company? A. No, sir.

Q. Subsequent to that? A. Subsequent; yes, sir.

Q. When did the company cease operating that boat? A. Well, now, the Southern Railway, you understand, never operated it. It was the old Louisville, Evansville & St. Louis Consolidated Railroad. That occurred, perhaps, about 1895. I don't remember exactly.

Q. That Belt Line of the Southern is now, and has been at all times, open for the business of any road that needs to use it? A. Yes, sir.

Q. Were you a stockholder in the Interstate Car & Transfer Company? A. Yes, sir.

Q. And did you make the contracts for the transportation of freight between the Southern Railway and the Interstate Car & Transfer Company? A. I don't exactly understand.

Q. (Previous question here read.) A. I did not make

any contracts for account of the Interstate Car & Transfer Company, or for the handling of business over their line.

Q. Well, take the other branch of the question, then. A. Our rates applied to the St. Louis Transfer Company into St. Louis.

Q. What do you mean by that? A. Our rates made from points east would apply to the Transfer Company.

Q. You mean the Interstate Car & Transfer Company? A. I do.

Q. But take the other branch of the question: did you make any contract on behalf of the Southern Road, with the Interstate Car & Transfer Company? A. What kind of contract do you refer to, please?

Q. For the transportation of freight across the river. A. Do you mean as to freight rates?

Q. I did not ask about the freight rates. I just asked about a contract? A. Contracts for physical operation between the Interstate Car & Transfer Company would not be made by my department.

Q. I will ask the question again: Did you make any contracts for the transportation of freight, representing the Southern Railway Company, with the Interstate Car & Transfer Company? A. No, sir.

Q. What representative of the company made that contract; do you know? A. I don't know. I think it was the receiver.

Q. The receiver of what? A. Of the Louisville, Evansville & St. Louis Consolidated Railway.

Q. After the Southern bought it, the Interstate Car & Transfer Company continued to operate, did it? A. Yes, sir.

Q. And the business of the Southern was principally handled over that Interstate Car & Transfer Company, wasn't it? A. To a considerable extent.

Q. When was the Interstate Car & Transfer Company sold? A. I cannot tell you. I don't remember.

Q. Have you any idea, Mr. Campbell, about the volume of business that the Southern Railway did over the Interstate Car & Transfer Company, as to the number of cars per day, or week? A. No, sir, I cannot state.

Q. Well, you could make an estimate of it, couldn't you? A. My estimate could not be considered in any ways correct. I might say that we handled, perhaps, not less than twenty-five cars a day.

Q. Have you any idea of the volume of business done by the Interstate Car & Transfer Company, as to the number of cars per day that they handled? A. I have not; no sir.

Q. When were the Interstate Car & Transfer Company's boats discontinued? A. They have not been discontinued.

Q. They have not been? A. No, sir.

Q. Are they still operating? A. Yes, sir.

Q. Are they still operating in connection with the Southern Railway? A. Yes, sir.

Q. Do other roads besides the Southern Road bring their freight down by way of the Southern Belt Line, and bring it over to this side by those ferries? A. Yes, sir.

Q. Did they do that before the sale of the Interstate Car & Transfer Company? A. Yes, sir.

Q. Then, prior to the acquisition by the Terminal Railroad Association of the Interstate Car & Transfer Company, the Interstate Car & Transfer Company together with the Southern Belt Line was a competitor for transfer business across the river with the Terminal Railroad Association and the Wiggins Ferry properties? A. Yes, sir.

Q. The Southern Road, you say, since 1900 has owned that Belt road? A. Yes, sir.

Q. And they still own it? A. Yes, sir.

Q. Do you know whether there is a ferry operated now from a point below the Plum Street depot on the Missouri

side of the Mississippi River, down to the Ivory crossing on the east side of the river? A. I do not know.

Q. You don't know anything about that? A. No, sir.

Q. Can you tell me the name of the official or department of your road, from whose records I could get the volume of business carried on by the Southern Road over that Interstate Car & Transfer Company? A. Our transportation department could give it to you.

Q. Where are they located? A. Here.

Q. What is the name of the official? A. C. P. Cooper, our General Superintendent.

Q. He would have those records. A. I think so.

Q. Where is he located? A. He is located here in St. Louis; in the Chemical Building.

The cross-examination of this witness is deferred, by consent of Counsel.

J. G. CREVELING, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. CROW:

Q. Please state your name? A. J. G. Creveling.

Q. Mr. Creveling, you live here in the city, do you? A. Yes, sir, I live in the county.

Q. You were formerly an employe of the Vandalia Railroad? A. Yes, sir.

Q. In what capacity? A. Local Agent.

Q. Where at? A. East St. Louis.

Q. From what time to what time? A. From 1880 to 1891, I think.

Q. What were your duties? A. I just looked after the physical operation of the station.

Q. Explain what you mean by that? A. The terminal

station is for the handling of the freight and I had to see that the freight was loaded and unloaded.

Q. During that period of time did the Vandalia Road control what is known as the Conlogue Road? A. No, sir, I don't think they controlled it at any time.

Q. Who did control it? A. The owners.

Q. Who were the owners? A. Well, I cannot say as to that. I can only say as to hearsay. My understanding was the Pennsylvania. I don't know, of my own knowledge.

Q. I meant to speak of the Pennsylvania when I said the Vandalia. A. Well, the Vandalia, during a great portion of that time, was not a part of the Pennsylvania.

Q. You are correct about that. When did you begin to send freight over the Conlogue Road for the Vandalia? A. During all of my jurisdiction at East St. Louis.

Q. Have you any idea of the volume of business that the Pennsylvania, or Vandalia, did over the Conlogue Road? A. No, sir.

Q. Well a good many cars a day, wasn't it? A. I could not approximate as to that. It ran just according to the volume of business from day to day.

Q. What official of the Pennsylvania or Vandalia could give that information? A. I presume, the general freight department would have the statistics, as to the number of cars.

Q. Did you have charge of that Conlogue Road? A. I did, for three or four years; or four or five years.

Q. Were there any reports made to you of the business? A. Yes, sir, I had charge of the reporting which was made to the general freight department and to the receiver.

Q. That went through your hands? A. Yes, sir.

Q. That report showed the number of cars that were handled, did it not? A. Yes, sir.

Q. Can you give me any estimate as to the number of

cars, during that period of time? A. No, sir, I could not, without having the records.

Q. Well, you have some idea of it, haven't you? A. I don't know as I could approximate it. It might run some days ten cars, and maybe other days fifty or seventy-five cars. It is a matter that I could not say without the records.

Q. Will you describe the location of that Conlogue Road, with reference to East St. Louis? A. It ran from the National Stockyards to East Carondelet.

Q. Where are the National Stockyards located? A. They are located just east of the river. Kind of north-east.

Q. The Mississippi River? A. Yes, sir. Northeast from the Relay Station.

Q. Whereabounts from the Eads Bridge? A. It lays about a mile and a half northeast of the Eads Bridge terminus there; that is, the terminus of the approach.

Q. That is in the middle of the labyrinth of tracks over there? A. Just at the edge of it; the outer edge.

Q. It ran, then, south and westwardly back to the river? A. It ran south to the river.

Q. It ran westwardly, too, didn't it? A. Very little. From the stockyards to the Relay Station you might say it ran south-west, and from there almost due south.

Q. Opposite what point in the city of St. Louis did it touch the east shores of the Mississippi River? A. Opposite Carondelet.

Q. Was there a ferry operated in connection with it, from Carondelet? A. The Car Transfer; yes, sir.

Q. That was operated by what road? A. The Missouri Pacific.

Q. Missouri Pacific and Iron Mountain, wasn't it? A. My understanding was that it was operated by the Missouri Pacific. I don't know anything about—

Q. From a point opposite Carondelet, on the east side of the Mississippi River, to the National Stockyards, what

roads, if any, did this Conlogue Road intercept? A. It intercepted the Mobile & Ohio; the Southern Railway; the Louiville & Nashville; the Big Four; the Vandalia; and by track arrangements, with the B. & O. S. W., and Chicago & Alton, and Burlington.

Q. Any others? A. No, sir.

Q. Did it reach the Chicago, Peoria & St. Louis? A. There was no direct connection with C. P. & St. L.

Q. Did it reach the Illinois Central? A. Yes, sir, it had a connection with the Illinois Central.

Q. Did it connect with what is known as the Rock Island —the C. & E. I.? A. The Rock Island was not operating during my time.

Q. Is it not true that the B. & O. S. W. has access to the Relay Depot at East St. Louis only over the Conlogue Road? A. I cannot say as to that.

Q. How was it when you were there? A. I understood they had their own tracks.

Q. To the Relay Depot? A. Yes, sir.

Q. How about the Southern? A. The Southern had to use the Conlogue.

Q. To get in? A. Yes, sir.

Q. During the time that you were there, was the Conlogue used by the Narrow Gauge Road in getting to the Relay Depot? A. The Narrow Gauge? What narrow gauge have you reference to?

Q. The Narrow Gauge that came up from the southern part of Illinois; afterwards called the Cairo Short Line. Didn't they lay a third rail on that track? A. There was no narrow gauge running into East St. Louis during my time—while I was in charge of the Conlogue Road.

Q. Was the Conlogue Road a belt line through East St. Louis? A. Yes, sir. It was a switching line. It was not virtually a belt line, because it did not extend clear around the city.

Q. During the time that you were there, was it open and accessible to all the roads that wanted to use it? A. Yes, sir.

Q. On equal terms? A. Yes, sir.

Q. Did any other roads besides the Pennsylvania and Vandalia use it? A. Yes, sir.

Q. Was that use extensive, or limited? A. They all used it as extensively as they desired. Whatever business they had over the Iron Mountain or Missouri Pacific.

Q. I am asking about the volume of it. A I could not say about the volume, because that is a mater that I kept no track of.

Q. Where would those records of the Vandalia Road be that would disclose it? A. The Vandalia Road would have those records.

Q. What department? A. Probably in charge at East St. Louis.

Q. In whose charge? What official? A. The agent there.

Q. The agent at East St. Louis? A. Yes, sir.

Q. You were the agent, weren't you? A. Yes, sir.

Q. But you don't know anything about it? A. You must understand that it took about fifty clerks to carry out the details of the station, and it is a matter that I could not keep my mind charged with, as to just how much. I kept a run of it from day to day, but as far as charging my mind with carrying it indefinitely to the future, that is something that I did not undertake to do.

Q. Do you know when the Pennsylvania acquired the Conlogue Road? A. No, sir, I do not.

Q. I will get you to state whether or not, if you know, the Conlogue Road was, during the time you were there, a competitor with the Terminal properties, as it was operated in connection with the Interstate Car & Transfer ferry? A. Yes, sir, it was a competitor with the switching lines.

Q. Was it with the Terminal Association? A. Yes, sir.

Q. They transferred business across the river? A. Yes, sir.

Q. Do you know the character of products that came back eastward over the Car Transfer and over the line of the Conlogue Road, destined to points east? A. It was almost all kinds of carload freight that came from the South and Southwest.

Q. What was that? A. Lead, spelter, lumber.

Q. Weren't a great many of the cars loaded with forest products, lumber, either dressed or undressed? A. Both.

Q. And wasn't there a great deal of coal hauled across there? A. There was coal hauled west, but not hauled east.

Q. And a great many chatts came east, did there not, from those mines? A. Yes, sir.

Q. And wool, and farm products of different kinds? A. I don't know of any wool; I could not specify as to that. The principal business was lumber and chatts, going east.

Q. The transfer across the Conlogue Road and over the ferries was more rapid, as a rule, than it was through the Terminal properties, was it not? A. I could not say as to that, sir. It was supposed to make equal time.

Q. Was there any difference in the charges? A. No, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. What ferry did the Conlogue Road operate across the river? A. The ferry known as the Missouri Pacific ferry at Carondelet.

Q. What ferry did the Conlogue Road operate? A. The Conlogue Road operated no ferry.

HENRY C. FERGUSON, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. Henry C. Ferguson.

Q. Where do you live, Mr. Ferguson? A. I live in St. Louis.

Q. How long have you lived in St. Louis? A. Since 1860.

Q. What is your business? A. I am with the Vandalia Railroad at East St. Louis, in the local freight office.

Q. In what capacity? A. Chief clerk.

Q. How long have you been there? A. For nearly twenty-nine years.

Q. Do you know when the Conlogue Road was sold to the Pennsylvania; about what year? A. No, sir, I do not.

Q. As chief clerk of the Vandalia Road in East St. Louis, what records do you have charge of, if any? A. Well, you might say I have not charge of any records. I simply carry on the office, under the instructions and direction of the agent in charge. And of course the various work and the various records are apportioned out to the various departments, among something like sixty to seventy-five clerks.

Q. Have you a general idea of the business that has been carried on by the Pennsylvania-Vandalia road, in way of freight traffic? A. Yes, sir.

Q. You were there with the company, in the same capacity, when the Conlogue Road was operated by the Pennsylvania, were you not? A. Yes, sir.

Q. Was any report made to your department, of the number of cars that would be handled in a day? A. When the Conlogue was operated under a separate management, they had a staff of clerks who took care of that business; and when the accounts and records were turned over to the Vandalia, that same staff of clerks simply moved into our office; and it was practically carried on as a separate account or separate record, you might say, with a head clerk there

that took care of the records, and made the reports, and complied the statistics. So that I personally, practically, had nothing to do with it at all.

Q. It was under your jurisdiction, however, as Chief Clerk? A. Yes, as chief clerk, and acting under the orders of the agent.

Q. Are you referring to the time when the Vandalia and Pennsylvania were consolidated—when you say they moved into your office? A. They moved into the office prior to the acquiring of the Vandalia by the Pennsylvania. It has only been recently that the Vandalia has been acquired by the Pennsylvania, as I understand it.

Q. You say that the Conlogue Road was operated separately, do you mean when the Pennsylvania operated the Conlogue? A. I presume they operated it. I am not positive about that.

Q. What road were you working for at that time? The Pennsylvania or the Vandalia? A. The Vandalia.

Q. That was operated in connection with the Pennsylvania, wasn't it? A. It handled the Pennsylvania traffic this way; yes, sir.

Q. And that traffic went through your office? A. Yes, sir.

Q. Can you give any estimate of the number of cars that were handled over that Conlogue Road while it was operated by the Pennsylvania and Vandalia? A. I could not; only approximately, perhaps. I can make simply a guess at it. Because, as I have said before, the records and statistics were kept by this staff of clerks, that attended to that department.

Q. Of course, I understand that you could not undertake to give it accurately; just your best judgment of it. A. Do you mean the Vandalia business only?

Q. If you can estimate that. And then estimate the total business. A. I could not, really.

Q. Can you give the total business? A. I should say, taking in the loaded and empties, taking in what is called the business across the river at East Carondelet, probably four to six hundred cars a day.

Q. That is, both ways? A. Both ways; yes.

Q. Is that business still going on there? A. I could not say.

Q. The Conlogue Road, during the time it was operated independent of the Terminal System, was open to the use of all roads, on equal terms, wasn't it? A. Yes, sir.

Q. For switching facilities, and transfer facilities? A. Yes, sir.

Q. Can you give me the name of any employe, or clerk, or official, of the Vandalia that would have charge of the records that would show the volume of that business? A. The Conlogue records, to the best of my knowledge, were sent on to the Auditor, at Terre Haute, several years ago.

Q. Who is he? A. The Auditor is W. S. Roney, of Terre Haute, Ind.

Q. Is he located there now? A. Yes, sir; so far as I know there is not a Conlogue record now in the East St. Louis office.

Q. The Conlogue property is now operated by the Terminal Railroad Association, is it not? A. So I understand.

Q. You don't handle the business any longer? A. No, sir.

No cross-examination.

At this point, the further hearing of testimony in this cause is adjourned until Monday, February 4th, at 2:30 o'clock, P. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, February 4th, 1907.

Met, pursuant to adjournment as above, on Monday, February 4th, 1907, at half past two o'clock, P. M., in the office of the Special Commissioner, Roe Building, St. Louis, Mo.

Present, Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Complainant.
Mr. M. F. Watts appeared in behalf of the Defendants.

The following proceedings were had:

ROBERT E. BLAND, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complaint, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. CROW:

Q. Please state your name? A. Robert E. Bland.

Q. Where do you live? A. East St. Louis, Ill.

Q. How long have you lived there? A. Forty years.

Q. Were you ever in the railroad business? A. Yes, sir, with the Vandalia.

Q. For how long? A. From 1880 to 1903.

Q. Twenty-three years. In what capacity were you employed? A. I came from yard clerk up to one of their chief clerks; chief of the inbound.

Q. In-bound what? A. In-bound freight.

Q. Do you know where the Conlogue road is located over there? A. Yes, sir.

Q. Did you have any connection with the operation of that road, as an official of the Vandalia? A. No, not as an official.

Q. As an employee? A. Yes; I handled part of their business.

Q. Part of the Conlogue business? A. Yes; that is I gave orders on the Conlogue for the movement of freight.

Q. What part of it did you control? A. I issued the orders when there were rush cars, cars to be moved promptly, or anything of that kind; and handled telegrams.

Q. From what point to what point? A. From the Vandalia until we got the cars over the river.

Q. Over the Mississippi River? A. Yes, sir.

Q. Going west? A. Going west—yes, sir.

Q. What about the eastbound freight? A. The same way with that. You might say I was chief clerk for the yard matters. When the cars came up I gave orders to the switchmen about moving them.

Q. Whereabouts was the transfer of the cars made over the river? A. East Carondelet.

Q. East Carondelet? A. Yes, sir.

Q. What was that ferry called? A. We called it the Conlogue. The East St. Louis & Carondelet ferry.

Q. Was there a cradle on the east side of the river? A. Yes, sir.

Q. Who owned the cradle? A. The Conlogue owned that; the Vandalia.

Q. Was there a cradle on the west side? A. Yes, sir.

Q. Who owned that? A. We always supposed the Missouri Pacific.

Q. Do you know who owned the boat? A. The Missouri Pacific, it was understood, owned the boat.

Q. What street was it at the foot of on the Missouri side? A. I think it was Robert Avenue.

Q. That was the street on which the St. Louis, Iron Mountain and Southern track was located? A. Yes, sir. That is where the Missouri Pacific office was. That is, I understand it was. I was never there.

Q. What proportion of the freight of the Pennsylvania Railroad bound west of the river went over the Conlogue

and across this ferry? A Well, that would be hard to say. We gave them everything we could. All cars that were not live stock or perishable, we gave to the Conlogue, because they had a long haul down there, and did not work nights. And in case the car was left over, it was likely to be robbed or delayed.

Q. Was the transfer more rapid by the Conlogue than it was by the terminals? A. Well, no. Of course the Terminal could get a car over quicker than the Conlogue. But then there were times when the Conlogue would put cars over faster than the Terminal.

Q. What was the character of freight that went west over the Conlogue and across the ferry? A. Coal, coke, iron, rails—steel.

Q. What kind of coal was principally shipped—soft or hard? A. Soft, hard and slack coal. There was a lot of hard coal.

Q. Where was the hard coal from? What mines? A. Most of the mines on the Vandalia road—Collinsville.

Q. Where were the iron products mostly from? A. Pittsburg, Johnstown, and that territory.

Q. Did the Pennsylvania handle a great deal of the iron and steel that came west? A. Yes, sir.

Q. What was the character of the products that came east over the ferry and by the Conlogue track? A. Lumber and chatts. That's about the principal bulk of it.

Q. When you speak of lumber, do you mean sawed lumber or hewn lumber? A. Dressed lumber.

Q. Any lumber in the rough? A. There was rough lumber loaded in box cars. And quite a lot on the coal cars.

Q. Do you know where that forest product came from? A. The Iron Mountain and Cotton Belt.

Q. Business that the Conlogue had going east came principally from what road? A. Missouri Pacific and Iron Mountain.

Q. Have you any knowledge of the number of cars that would be handled a day there, both ways, loaded and empty? A. Oh, I guess anywhere from two to three hundred.

Q. Two or three hundred? A. More or less.

Q. Anyway, something like that? A. Something like that. Yes.

Q. Do you know whether that ferry is running now? A. I don't think it is. Of course I don't know; I have not been down there.

Q. Do you know what time it was discontinued, if it was? A. No, I don't know. I don't remember when it was discontinued. It was when the Missouri Pacific took their cradle out down there and moved down to Ivory, down to Bixby.

Q. Where is Bixby? What connection has that with the Missouri Pacific road? A. It is fifteen miles southeast of St. Louis; and all freight on the Iron Mountain, coming from the southwest, comes by the Valley Road, now the Iron Mountain, and goes to Bixby, and goes over the Merchant's Terminal, and is delivered to the different roads in East St. Louis.

Q. Over the Merchants' Terminal? A. Yes, sir.

Q. Does freight from the west side of the river go that way? A. For the west side?

Q. From the west side? A. Well, when it comes across that ferry it does. It is getting to go up to the Valley Junction, and then take the Merchants' Terminal into East St. Louis.

Q. Freight from the southwest bound for St. Louis does not go that way, does it? A. For St. Louis? I don't think it does. Of course they are free to have cars go that way.

Q. Where is that freight destined for that goes across the Ivory ferry, East St. Louis, or points beyond? A. Points

beyond East St. Louis. Spelter from the Edgar Zinc Co. and Christy Fire Clay Co., etc.

Q. How many boats did they run at the ferry when you were with the Conlogue? A. Sometimes one and sometimes two. Just according to business. They had two boats.

Q. How many cars did they put on a boat? A. I think one six, and the other five.

Q. Steam ferries? A. Yes, sir.

Q. Do you remember the old Cairo & St. Louis Narrow Gauge road? A. Yes, I remember it.

Q. Were you working over there in East St. Louis in the railroad yards when that road got access to the Relay Depot at East St. Louis? A. Yes, sir, I was working there at that time.

Q. How did they get in there with their rails? A. That was when they changed to M. & O.?

Q. When it was the narrow gauge. A. When it was narrow gauge they came up over the Wiggins Ferry to the bridge pier of the Eads Bridge.

Q. Didn't they lay a track down on the Conlogue road? A. They ran over the Conlogue on a third rail, but I don't think they ever came into the Relay as a narrow gauge road.

Q. Did the Conlogue permit them to lay that third rail on their track to get into East St. Louis? A. Yes, sir. What they called East Junction and North Junction—five miles.

Q. Was there a large number of loaded cars that went on the Conlogue road, coming from the west side? A. Yes, sir, quite a number.

Q. Where did that freight come from? A. Usually, on the Mississippi River & Bonne Terre—most of it.

Q. From those mines there? A. Yes, sir. Southeast Missouri and Doe Run.

CROSS EXAMINATION BY MR. WATTS:

Q. This ferry business of the Conlogue was handled in connection with the Missouri Pacific and Iron Mountain, was it not? A. It was run in connection with them.

Q. That was the ferry from East Carondelet in Illinois to to Robert Avenue? A. About Robert Avenue.

Q. In Carondelet, Missouri? A. Carondelet, Missouri, yes, sir.

Q. Your impression is that that was continued until the Iron Mountain opened up the ferry at Ivory? A. Yes, sir.

Q. Ivory is where? A. It is pretty near opposite Bixby, I think.

Q. After the Ivory ferry was opened, then the Missouri Pacific and Iron Mountain used their own transfer between Bixby and Ivory? A. Yes, sir, their own tracks and engines.

RE-DIRECT EXAMINATION BY MR. CROW:

Q. Do you know whether or not the Conlogue road carried down to the Robert Avenue ferry the freight for transfer from any other roads besides the Pennsylvania? A. Oh, yes, they got freight for all those industries at Carondelet from any road. Of course they would send it there because it was nearer, and they could get it over quicker than the bridge.

Q. Did they get any freight off the Southern Road, or the M. & O., for transfer across the river over the Conlogue? A. Yes. They got coal from the Southern and from the Mobile & Ohio; lots of that.

Q. It went down over the Conlogue? A. Yes, sir. That was principally coal, I think, for the Missouri Pacific and Iron Mountain road—their own stuff.

Q. The Conlogue road was open to any road? A. Yes, sir.

RE-CROSS EXAMINATION BY MR. WATTS:

Q. Where is Ivory? In what county is it? A. Ivory, as I understand it, is in Missouri.

Q. Is it in St. Louis County? A. I think it is.

Q. It is not in the city limits? A. I think it is just below the tracks somewhere. I have never been down there.

E. M. CURTIS, a witness of lawful age, being duly produced, sworn and examined, testified as follows, on behalf of the Complainant, to-wit:

DIRECT EXAMINATION BY MR. CROW:

Q. Please state you full name. A. E. M. Curtis.

Q. Mr. Curtis, where do you live? A. In Webster Groves.

Q. What is your business? A. Assistant General Auditor of the Missouri Pacific, and Iron Mountain roads.

Q. Does that include the Valley Road, on the east side? A. It does.

Q. And the Cotton Belt also? A. No, sir.

Q. How long have you been Assistant Auditor? A. Seven or eight years.

Q. Do you know when, if at all, your company ceased to operate the transfer ferry at Robert Avenue in South St. Louis? A. It was about the time that they opened up the ferry at Ivory, I think. Along about 1902 or 1903, wasn't it?

Q. I don't know; I am asking you. A. I really don't remember. It was about that time.

Q. It was at the time the ferry at Ivory was opened? A. Yes, sir

Q. Will the records in your possession—in the auditor's office, show that? A. Yes, sir.

Q. Did you keep in the auditor's office a record of the

volume of business that was carried on at the Robert Avenue ferry? A. We did; yes, sir.

Q. Have you any records or memoranda that would indicate what that is now? A. I presume we could find them; yes, sir.

Q. Will you make a search for that, and let me know about what was the volume of business—the number of cars, loaded and empty, that went across there?

Mr. Watts: For what period of time?

Mr. Crow: Just the annual number, from, say, 1900 to the time you stopped.

Q. Do you know, in a general way, the character of freight that went across there, east and west, by that Robert Avenue ferry? A. I think probably it was coal and lumber, largely.

Q. Coal westbound, and lumber eastbound? A. Yes, sir.

Q. What terminal property did it go over when it reached the east side? A. Now, I don't recall the situation there. Are you talking now of the Ivory or Robert Avenue?

Q. Robert Avenue. A. I think our interchange was with the Conlogue road.

Q. Did the Missouri Pacific own a cradle on the east side of the river? A. I don't remember; I think we did, though.

Q. They have ceased to operate their boats there? A. Yes, sir.

Q. Would your office have any knowledge of the rates that were charged there? A. It is covered by tariffs, and we would have those tariffs on file.

Q. You have those tariffs? A. Yes, sir.

Q. That is, the published tariffs? A. Yes, sir.

Q. Mr. Curtis, if you will look that record up for me, I will be obliged to you. A. I will do so.

Q. How long will it take you to do that? A. I don't know, sir; it depends on what shape our records are in.

Q. Just the totals are what I want. I don't want a detailed statement. A. The total number of cars?

Q. Yes. A. It will take a day or two, probably.

Q. Will you please notify Judge Rombauer when you can have them? A. I will notify him.

S. B. SCHUYLER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. S. B. Schuyler.

Q. What is your business? A. I am General Auditor of the Missouri Pacific.

Q. And Iron Mountain? A. Yes, sir.

Q. And Valley Route? A. Yes, sir.

Q. How long have you been such? A. Well, now, it would kind of bother me to tell you that. For at least seven or eight years.

Q. What position did you occupy before that? A. Assistant General Auditor.

Q. How long did you occupy that position? A. Seven or eight years.

Q. What position were you in before that? A. Chief clerk to the General Auditor.

Q. And how long were you there? A. I was there probably thirteen years.

Q. So you have been there altogether perhaps twenty-five years? A. Yes, sir, or more; twenty-seven or twenty-eight years.

Q. Do you remember when your company operated a ferry at Robert Avenue in South St. Louis, across the river, for freight? A. Well, sir, I cannot say that our company

operated it. It was the Waterloo & Carondelet Turnpike & Ferry Co. that operated that.

Q. Who owned the stock in that company? A. The stockholders.

Q. Who were they? A. Well, sir, I am not the Secretary of that company.

Q. Who is? A. I cannot tell you, sir. I don't remember. But I know that a man named Arnold was, at one time.

Q. Who is he? A. He is dead.

Q. Is anybody alive that ever owned any of it? A. Yes, sir. I think, as a real fact, that the majority of the stock is owned by the Missouri Pacific Railway Company. That is the name of the company. It is still operating there. It is a live corporation.

Q. What official of your road would know about these facts? A. I suppose by going and delving myself, I could find out about that. But, of course, the secretary of that company is the real one.

Q. Who is he, and where is he? A. Well, sir, I cannot remember to tell you, sir. It is not that I don't wish to, but I don't remember. But it practically amounts to this,—that the railway company owns the majority of the stock.

Q. That is, the Missouri Pacific? A. The Missouri Pacific, not the Iron Mountain.

Q. And the Missouri Pacific owns a majority of the Iron Mountain stock also? A. That may be.

Q. When did the ferry cease to be operated at the foot of Robert Avenue, if you remember—what year? A. Well, sir, I could not, without reference, tell you the year, but about the time the Ivory ferry opened up from Ivory to East Ivory—I think very shortly thereafter they dropped the operation of the Waterloo & Carondelet transfer. But they did not drop the operation of the ferry; I did not say that. I want to make that distinction. The ferry is still running.

Q. But not at that point, is it? A. Yes, sir, it is still running at that point.

Q. Does it go across? A. It goes across to the other side.

Q. To a connection with the Conlogue road? A. I said nothing about the Conlogue road. I said it was running a ferry.

Q. Where does it go? To Bixby? A. No, sir.

Q. Where does it go? A. To East Carondelet. Are you talking of car transfer?

Q. Yes, sir. A. I was talking of a ferry.

Q. I was talking about a car transfer. A. The car transfer stopped about the time, or a little after the time, that the Ivory transfer of the Iron Mountain opened up from Ivory and East Ivory. The ferry is still running from Carondelet to East Carondelet.

Q. Does the same company run it? A. Yes, sir.

Q. That is, for passengers, and wagons and teams? A. Yes, sir.

Q. Nothing else? A. Nothing else.

Q. Now, as auditor of the Missouri Pacific Railway, have you had occasion to audit expense bills and freight bills of the road? A. Well, the expense bills usually go to the consignees of the freight.

Q. I mean the freight bills of the Missouri Pacific railroad? A. The freight bills usually go to the consignee of the freight. May I ask you to let me know what you mean? When you say "expense bills"—they go to the consignee.

Q. I will ask the direct question, then: As auditor of the road, do you have any records in your office to show the amount of revenue received by the Railroad from the Valley Company from the car transfer business at that ferry down there at Robert Avenue? A. Yes, sir.

Q. And the rate of transfer? A. Yes, sir.

Q. Can you tell, without looking up your record, what

that rate of transfer was on coal and chatts? A. I cannot tell without looking up my records.

Q. Will you look at those records and let me know, from the year 1898 until the time it ceased? A. I will ask my attorney, and if he says to let you know, we will gladly furnish it.

Q. We are doing this for your accommodation, Mr. Schuyler. A. I say I will be glad to do so, if the attorney is willing. What you want is the number of cars of chatts and coal.

Q. And the rate. A. Well, the tariff would show the rate.

Q. It might, and it might not. I want the rate that was charged by the railroad. A. Well, now, as I say, from 1898 to 1907 is nine years. That is an immense amount of work.

Q. It did not run to 1907, though. A. You said 1898, didn't you?

Q. Yes, but it stopped in 1902. A. Well, if it is not too much work. If it is a very large amount of work, and costs too much money, I would beg to ask you to relieve me from any such statement. If it would take too much time or too many clerks to make up such a statement, I would not like to undertake to do that. Now, I have no objection to its being done, but I don't like to promise to expend a large amount of time or money.

Q. But, wouldn't it be better for you to do this than it would to have to carry all your books in here, and have us go through them and pick it out? A. Oh, I don't know. We have, in a general way, a statement made up. But, do you wish me to deposit a statement of it here in the court? Suppose I should prepare a statement of the monthly business and merely show it to you. I would not like to lose it from my files.

Q. I want a statement showing the rate of transfer. A.

I mean a statement that would show the rate of transfer on every car. If we could merely show it to you and retain it. But I would not like to leave it with you.

Q. I don't want to break into your files, or cause you any inconvenience; but we want those records, and want to get them, if we can. I am trying to accommodate you. A. What I meant was, that if our attorney says it is a thing that we should go to work and start in men to get out—if he says so, we will do it.

Q. Didn't I understand you to say that you had a statement already made up? A. I say, "if" we have; but I don't know that it is segregated. I may have the business for the month, but the business simply for chatts and for coal may not be segregated, each from the other. You understand what I mean? It might include other business—there may be some other business there. What I had in mind was that possibly I could show you the statement, and show what the rate was. The rates were unvarying, so far as I know.

Q. Will you look that up and let me know to-morrow afternoon, or in the morning? A. I won't promise about the afternoon or morning, if you wish to cover from 1898 to 1907.

Mr. Watts: 1902 was what he asked for. A. Five years ago?

Mr. Crow: Q. Didn't you stop operating there then? A. Well, it may have been that we did. You have no objection, have you, to my being guided by my attorney in the matter, as to whatever is right and proper?

Q. I have no objection. A. What you want is a segregated statement of coal and a segregated statement of chatts, or the two together?

Q. I don't care whether they are together or separate. What I want is the volume and the number of cars; and I would like to have also the total number of cars, loaded and

empty, that crossed those ferries at that time, and the rate. A. Coal and chatts, or all kinds?

Q. All kinds. But I don't care about the rate on anything but the coal and chatts.

C. H. STEVENS, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. C. H. Stevens.

Q. You live in St. Louis? A. Yes, sir.

Q. What business are you in now? A. I am not employed at the present time.

Q. What business were you formerly in? A. Yard clerk, principally.

Q. Yard clerk? A. Yes, sir.

Q. Railroad yard clerk? A. Yes, sir.

Q. At the Missouri Pacific yard? A. Missouri Pacific-Iron Mountain yard.

Q. At Carondelet? A. I was there two years; yes, sir.

Q. At the transfer ferry? A. I was for five or six years at that position.

Q. At what ferry were you located? A. The foot of Stein street.

Q. Is that what was known as the Carondelet ferry? A. Yes, sir.

Q. Then it was not at the foot of Robert street? A. That is where the office is.

Q. Is it near that? A. A couple of blocks south down the river bank.

Q. What road did they operate in connection with on the other side? A. I was with them when they operated with the Conlogue, Vandalia and Terminal.

Q. Did the Terminal have a track down at that time?

A. They used the old Conlogue; and the Vandalia used the old Conlogue.

Q. That was after the Terminal Railroad Association bought the Conlogue? A. Yes, sir.

Q. Before it was sold to the Terminal, just the Conlogue operated that road? A. Yes, sir.

Q. What were your duties there? A. I had to handle cars in general. I would receive them off the boats, get the way-bills, card them, and get them started right.

Q. Did you check the number of cars, etc.? A. Yes, sir.

Q. Did you keep track of the number of cars that came across? A. Yes, sir.

Q. What was the general character of freight that crossed there, backwards and forwards? A. From the east principally coal, and coke—different kinds of freight.

Q. Destined to St. Louis, principally? A. Well, to the industries there, but principally to the Missisippi & Bonne Terre road—the coal and coke.

Q. Where is the Mississippi River & Bonne Terre road? A. It connects with the Iron Mountain at Riverside, Mo., about nineteen miles south.

Q. That is, south of St. Louis? A. Yes, sir.

Q. And runs down to the lead mines? A. Yes, sir.

Q. What came up over the Mississippi & Bonne Terre to the Conlogue road? A. Chatts and pig lead, principally; and lots of concentrates; that is, ground-up lead.

Q. You had nothing to do with the collection of the charges or the settlement of the bills A. No, sir.

Q. You made your reports to the agent? A. Yes, sir.

Q. And he made them to the autditor? A. Yes, sir.

Q. About how many cars would go over there, backwards and forwards, both ways? A. We would average, conditions favorable, about two hundred and fifty or three hundred cars a day.

Q. Did the ferry run on Sundays? A.Yes, sir.

Q. Every day? A. Yes, sir.

Q. How many boats did they run? A. Two boats.

Q. Do you know when they stopped operating that ferry? A. I think it was some time in 1902.

Q. Do you know the occasion of their stopping? A. On account of building their own cradle at Ivory.

Q. At Ivory? A. Yes, sir.

Q. What time of the year was that? A. I don't exactly remember. I could not say. I was there, but I was working right along in different positions through the yard, and I never paid any particular attention.

Q. Did they operate the ferry at Ivory instead of Stein street? A. Yes, sir.

Q. Where did they land on this side—Ivory Station? A. Right opposite Ivory.

Q. What was the landing upon the Illinois side? A. It was called East Ivory. Right directly across from West Ivory. That is in St. Louis County, below the River des Peres.

Q. What railroad point was the landing opposite on the Illinois shore? A. It belonged to the Iron Mountain.

Q. What railroad point was the landing opposite on the Illinois side? A. A place called Vulcan. That is where the M. & O. crosses the Iron Mountain, at that point.

Q. You don't understand me. How far was it from Bixby? A. About four miles.

Q. Was there a track out there to Bixby? A. Yes, sir.

Q. Built by the Missouri Pacific? A. By the Iron Mountain.

Q. By the Iron Mountain? A. Yes, sir.

Q. How did the transfer across the river there compare in point of time with the transfer over the Terminal properties? A. You mean to compare the Ivory work with the other work?

Q. Yes, sir? A. I think it was a kind of a failure.

Q. As to time? A. Yes, sir.

Q. How about the comparisons between the ferry at Stein street and the Terminal transfer, in point of time? A. Well, at Stein street they had more advantage, and I think the work was better there.

Q. Better than it is at Ivory, as far as time is concerned? A. At Ivory now, do you mean? Yes, sir.

Q. How did it compare with the Terminal for time? A. Do you mean at Ivory or Stein street?

Q. At Stein street. A. I guess the Terminal had the best of it all the way through there.

Q. The Terminal could transfer quicker? A. Yes, sir.

Q. Do you know whether there is any difference in the rates? A. No, sir, I am not acquainted with them.

Q. You don't know anything about that? A. No, sir.

Q. Did the Missouri Pacific operate that ferry? A. Yes, sir.

Q. And you worked for the Iron Mountain? A. The Iron Mountain—yes, sir.

Q. Did you get your pay from the Iron Mountain road? A. Yes, sir.

Q. Do you know whether that ferry was open to all traffic that the Conlogue brought down to it? A. It always was when I was there.

CROSS-EXAMINATION, BY MR. WATTS:

Q. You were altogether on the west side of the river, were you, Mr. Stevens? A. Yes, sir.

Q. How long since you ceased to work for the Iron Mountain road? A. In September; about the 21st of September.

Q. 1906? A. 1906; yes, sir.

Q. These 250 or 300 cars a day that you speak of, did that include empties as well as loaded? A. Yes, sir.

Q. And there were about the same number of empties as

loaded cars, as a rule, as a general thing? A. That is, coming to the west side?

Q. Yes. A. Coming from the east was principally loaded.

Q. And principally empty going east? A. About half and half going east.

Q. Does the ferry run at night? A. Only when business calls for it, at Stein street. It runs night and day now at Ivory.

Q. But not at Stein Street? A. No, sir; not at Stein Street.

St. Louis, February 6th, 1907.

Met, pursuant to adjournment as above, on Wednesday afternoon, February 6th, 1907, at half-past two o'clock, in the office of the Special Commissioner, in the Roe Building, St. Louis:

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared on behalf of the Complainant.

Mr. M. F. Watts appeared on behalf of the Defendants.

The following proceedings were had:

S. B. SCHUYLER, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Mr. Schuyler, you have furnished here to the Commissioner, Judge Rombauer, a memorandum which purports to be a memorandum of the rates charged for transfer over the Carondelet ferry during the period 1898 to 1902, inclusive. In that statement, I believe, it is shown that the transfer rate on coal had been, with some few exceptions,

thirty cents per ton local, twenty cents per ton on through business, and on coal to Mississippi River and Bone Terre points transferred, $2.18 per car, this being the proportional through rate from East St. Louis. The transfer rate on chatts ranged from $1.50 to $2.00 per car. Will you state—or, if you cannot state—will you furnish me with the exceptions where the rate has been less than thirty cents per ton local and less than twenty cents per ton through business, on coal? A. Where it has been less?

Q. Yes. A. I think the exceptions are that they are minimum. I think there is a minimum charge that would vary the rate, a cent or a cent and a half.

Q. Is it a minimum or maximum rate which is a cent or a cent and half? A. It is not either. Regular rate.

Q. Then what do you mean by saying "minimum?" A. Did I say "minimum?"

Q. That is what you said. A. I mean there is a minimum per car, which made up a cent and a half, and it would require, say on fifteen tons, at 30 cents per ton—$4.50. Now, suppose there are only ten tons in the car——

Q. Is that the only exception you refer to? A. Yes, sir, that is what I had in mind.

Q. That is not what this says, though. Let me read you what it says: "The transfer rate on coal has been, with some few exceptions,"—etc. A. Yes, sir, the rate works in that way. A cent and a half per hundred; but it may be with a minimum of $3.50 or $4.00 per car.

Q. But that is not what you say. We are talking about what is contained in this statement. A. It is the same way. A cent and a half per hundred is thirty cents per ton.

Q. If you will look at the first question you will see what I mean. A. In other words, I might have said a cent and a half local, and one cent on through business.

Q. What are the exceptions that you have referred to?

A. It may be that there has been a higher rate where there is a minimum per car.

Q. You mean a minimum number of cars? A. No, sir.

Q. A minimum number of time? A. Yes, sir; at the rate of a cent or a cent and a half per hundred.

Q. Your records would disclose that, would they not? A. Yes, sir, I suppose so.

Q. Has there been a less rate than a cent or a cent and a half? A. I think not, sir.

Q. You know, don't you? A. I believe not.

Q. Have you examined your records? A. We have examined them in a way. I have seen nothing of that sort.

Q. I will get you to state whether or not, during the period mentioned there, from 1898 to 1902, your road has given over the transfer ferry a less rate than a cent or a cent and a half per hundred to any person, individual, corporation or firm, for the transfer of coal? A. I think not, I think no less rate. It may have been a little higher, because there may have been a minimum per car.

Q. You would know about that if there had been? A. We can tell; yes, sir.

Q. In this statement you say that on coal to Mississippi River & Bone Terre R. R. the transfer was $2.18 per car? A. That is a division of a through rate.

Q. What will you cars average; what number of tons? A. I could not say off-hand what that would be.

Q. Well, you have an idea about that, haven't you? A. No. I suppose they will average thirty-five to forty thousand pounds.

Q. Don't you run higher than that, as an average, and haven't you, since 1898? A. I don't know that they have; no, sir.

Q. Have you any twenty-ton cars now in coal service on your road? A. I could not tell you, sir.

Q. Don't the records in your office show the tonnage?

A. You see, that is five years ago. At the best, we had twenty-ton cars then.

Q. Don't the division sheets filed in your office show the tonnage and the rate of every car? A. Oh, yes. That is, it is not a division sheet—it is a revenue sheet.

Q. Do you call it a revenue sheet? A. Yes, sir.

Q. It contains the rate and the tonnage? A. It contains the tonnage, at a certain rate.

Q. And that carries a revenue with it? A. Yes, sir.

Q. You have those sheets? A. Yes, sir.

Q. Will you furnish me those division sheets, showing division of rates on coal going west and south, from Carondelet proper? A. Will I furnish them?

Q. Yes. They are all made up. You don't have to make them up. They are in your office. A. Division sheets? I think you have the wrong name.

Q. You can call them any kind of sheets you like. It is the sheet that shows the tonnage, and the rate and the revenue received. That is filed in your office right along by the agent down there at Carondelet, isn't it? A. Do you mean the billing?

Q. Well, you can call it billing, if you want to. A. Do you mean the way-billing of the car?

Q. I mean whatever record is furnished you by the agent, that shows the number of cars, the number of tons, the rate and the revenue. Will you furnish that to me? A. That would be a large piece of work, for five years.

Q. Well, you have not given me what I have asked for, and I will have to dig it out from the records myself. A. May I confer with our attorney over there, and see?

Q. Certainly. A. The expenditure to be put in on that is a matter to be considered, I think.

Q. That is a matter for your attorney, of course. A. Isn't it that you wish the rate and the division of the rate, rather than to have the detail of all the cars?

Q. I am not satisfied with the answer that you have given me, and will have to dig out these facts for myself. A. May I elucidate that particular part of this statement?

Q. Certainly, you may elucidate it all you please. I will be glad to have you. A. Without making a physical abstract of five years' business—— The rate is fixed, but is governed by the tonnage, that is, the number of pounds in the car. That is governed on the through business from East St. Louis to the points mentioned. That is again divided between the two railroads and the transfer. Now you wish to see what the division of the rate has been during that five years; is that right? Do you want a car that will be an example of the whole?

Q. I want the charge that you collected for transferring cars there. If you will furnish me these sheets I will dig it out for myself. A. Those sheets are a part of our regular office file.

Q. I tried to save you that trouble, but I find that I am not going to be able to do it. A. Isn't that $2.18?

Q. That is what you say as to coal on Mississippi River & Bonne Terre. A. That is what you are speaking about, isn't it, sir?

Q. I am not asking specifically about the Mississippi River & Bonne Terre. I am asking you generally. What I asked you particularly about the Mississippi River & Bonne Terre R. R. was the question of chatts, but you have given the answer with reference to coal. A. Both coal and chatts.

Q. I asked you generally about the transfer charge on coal. A. It is a cent and a quarter on through business, and a cent and a half local. Twenty cents a ton.

Q. Will you furnish me those division sheets, and I will dig it out for myself? A. The division sheets?

Q. I call them that. You know what I want. I want the number of cars, and the tonnage, and the rate and the

revenue—the records in your office that show that. I may not call them by the same term you do, but they are there, I know, because all railroads keep them, and your office is the particular place in the railroad where they do keep them. Now, you refer here to the transfer rate on chatts and say that it ranges from $1.50 to $2.00 per car. Have you any idea as to the number of tons in an ordinary chatt car? A. No, sir, it is goverened by the rate on the number of cubic yards of chatts in the car. It is measurement, it is not tonnage.

Q. I am asking about the tonnage. A. I don't know the tonnage. They are measured by cubic yards. They are not weighed. I cannot give you the tonnage.

Q. Well, a cubic yard ought to weigh so much—that is an arithmetical proposition. Will you furnish me your records on that question, showing the rate on chatts? A. I will ask our attorney if we shall send all these records over here. There are a very large number of them.

Q. I can get the information I want, if you will furnish them to me. Will you consult your attorney and let us know right away? Because if you don't want to furnish them, I will have to try to get them some other way. A. I will let you know as soon as possible.

E. M. CURTIS, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. CROW:

Q. Mr. Curtis, I have a statement here signed by you as Assistant General Auditor, addressed to Judge R. E. Rombauer, in which you say: "I submit to you the following statement, showing the number of loaded and empty cars transferred east and west, across the Mississippi River by the Waterloo & Carondelet Turnpike & Ferry Co., at Carondelet, Mo., during the period January first, 1900, to April

1st, 1904—on this latter date the transfer of cars by way of Waterloo & Carondelet Turnpike & Ferry Co. was discontinued and business handled by the St. Louis, Iron Mountain & Southern ferry at Ivory." I will ask you to state if the statement that you furnish here is a statement of the total number of cars beween the dates you have mentioned? A. The total number of cars handled across the river; yes, sir.

Q. That includes everything, without regard to what road it came over or where it was destined to? A. Yes, sir.

Q. Is there any way by which you can differentiate, and get the busines originating at or destined to St. Louis, apart from the other traffic? A. I can; yes, sir.

Q. Your records would disclose that? A. They would show that; yes, sir.

Q. Without looking over those records, could you give your judgment as to what per cent of it would be what we call local business—that is, that originated in or was destined to the city of St. Louis? —A. I don't think I could.

Q. Couldn't you approximate it? —A. I have no idea.

Q. This statement that you have here, addressed to Judge R. E. Rombauer, Special Commissioner, and dated 2-6-07, signed E. M. Curtis, Asst. General Auditor,—is that a correct statement of the number of cars? A. It is a correct statement.

Mr. Crow: I will now offer that in evidence.

Above paper is marked Complainant's Exhibit of E. M. Curtis," and is in words and figures as follows, to-wit:

THE MISSOURI PACIFIC RAILWAY.

St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines.

S. B. Schuyler, General Auditor.
E. M. Curtis, Asst. Genl. Auditor.
J. S. Tustin, Frt. Claim Agent.

E. H. Lycett, Auditor Disbursements.
W. Q. Morcom, Auditor of Frt. Receipts.
H. H. McIntyre, Auditor of Passenger Receipts.
Accounting Department.

St. Louis, Mo.

In reply refer to
File No. 702
Date 2-6-07.

United States vs. Terminal Railroad Association of St. Louis.

Judge R. E. Rombauer, Special Commissioner, Roe Building, City:

Dear Sir:—I submit to you the following statement, showing the number of loaded and empty cars transferred, east and west, across the Mississippi River by the Waterloo & Carondelet Turnpike & Ferry Co., at Carondelet, Mo., during the period, January 1st, 1900, to April 1st, 1904—on this latter date the transfer of cars by way of the Waterloo & Carondelet Turnpike & Ferry Co. was discontinued and business was handled by the St. Louis, Iron Mountain & So. Ferry, at Ivory:

	Loads.		Empties.	
Year.	East.	West.	East.	West.
1900	30,971	22,164	12,405	12,634
1901	28,764	25,396	13,358	9,222
1902	28,621	27,386	12,984	9,187
1903	19,615	22,219	8,706	3,673
1904—				
1-1 to 4-1.....	2,122	2,966	1,650	311
Total	110,093	100,131	49,103	35,027

Yours truly,

E. M. Curtis, Asst. General Auditor.

P. L. DUBOIS, recalled, on behalf of Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Mr. DuBois, do you know what is termed "demurrage" on car service, under the Car Service Association rules? A. Well, I would call it the use of a car by the consignee, after a certain number of hours which are allowed him by the railroad company for unloading that car. That is the best definition I can give.

Q. Prior to the 1st of October, 1905, what was the number of hours that was allowed before the demurrage charge applied to shipments of coal in the city of St. Louis? A. Prior to October 1st, 1905?

Q. Yes. A. I don't believe I recall, unless it was the same as it is now; seventy-two hours.

Q. Seventy-two hours? A. Yes, so far as I remember.

Q. When did the seventy-two hours begin to run? At what particular point in the history of the transportation of the car? A. At the time that it set for unloading.

Q. At the point designated by the consignee? A. Yes, sir.

Q. What was the rate of demurrage after the expiration of the seventy-two hours? A. I don't believe I remember. Probably one dollar a car.

Q. Is that what it is at present? A. I believe it is; yes, sir.

Q. A dollar a car for how long? A. Every twenty-four hours or fraction thereof.

Q. For every fraction of twenty-four hours, or full period of twenty-four hours? A. Yes, sir.

Q. If it is longer than twenty-four hours, is there any diminution in the rate? A. I think not.

Q. The same rate maintained? A. The same rate maintained; yes, sir.

Q. Your company ships a good many cars of coal in here annually? A. We ship a good many cars; yes, sir.

Q. You have paid a good deal of demurrage, haven't you? A. I don't recall that we have paid so very much.

Q. But you have paid some, haven't you? For instance, to the Wbash Road? A. Not in this territory.

Q. Not in the city of St. Louis? A. No, sir.

Q. Never paid any? A. Oh, well, I do not say "never" —but there is none that I do recall.

Q. Have you paid any to the Iron Mountain or Missouri Pacific? A. No, ir.

Q. Will your books disclose whether or not your company paid any? A. I could ascertain; yes, sir.

Q. Will you look that up, and let me know? A. Yes, sir.

Q. I have here now a statement furnished by you, purporting to be "Movement of cars subsequent to delivery at East St. Louis, Illinois, freight paid to that point by shipper. Such movement on order of consignee, who paid any freight accruing after taking possesion of car at East St. Louis, Illinois." I will ask you if there was any movement of cars by your company, other than what you have designated in this statement? A. No, sir.

Q. In other words, you mean to testify that your company only ships in cars to St. Louis, Mo.? A. Practically; yes, sir.

Q. Is that true? A. Yes, sir, we sell almost all our coal at East St. Louis.

Q. That is not answering the question. Does you company ship any cars of coal to St. Louis, Mo? A. Well, we do ship some coal to St. Louis, Mo. Yes, sir.

Q. Have you any idea, or will your records disclose, what cars you shipped, and what number of cars? A. To St. Louis, Missouri?

Q. Yes, sir. A. During what period?

Q. Say from 1900 to October, 1905? A. I know the records from November, 1903, will—and prior to that I presume they will also.

Q. Well, say, from 1903, if you have a knowledge of that? A. Showing whether we shipped any coal to St. Louis, Missouri?

Q. Yes, sir. A. Yes, sir.

Q. Well, did you ship any during that period? A. Well, considerable of our coal comes to St. Louis, Mo., but it is sold by us at East St. Louis.

Q. Did your company ship any to St. Louis? A. Not on direct shipment. But I will have to say that we did ship coal in during that period of time.

Q. Isn't this true, that you sell coal at East St. Louis, or on board cars, for delivery at St. Louis? A. Frequently; yes, sir.

Q. And have done so since 1903? A. Yes, sir.

Q. Now, in this statement that you have identified here, I find a shipment, on the second page thereof, marked "To St. L. I. M. & S. Ry., order of J. M. Walsh, Supt. Term., Carondelet, Mo." That has a total tonnage of 3,352,600 pounds? A. Yes, sir.

Q. Do you know where that coal originated? It is marked with the initial "Sou." A. From the Green Mount Mine.

Q. Where is that? A. It is in the Belleville district. The exact location I don't know.

Q. In the State of Illinois? A. Yes, sir.

Q. On what road? A. The Southern Railway.

Q. The Southern Railway? A. Yes, sir.

Q. The car was destined, when it left that mine, to the Iron Mountain Railroad, was it? A. Yes, sir.

Q. And the same way with all those shipments that are addressed to the Iron Mountain Railway—that coal all orig-

inated in the State of Illinois? A. It all originated at one mine.

Q. On page 3, I find shipments "To Missouri Pacific Ry. Co. order of J. M. Walsh, Supt. Term. St. Louis, Mo.," with total number of 12,124,400 pounds. Where did that shipment originate? A. Green Mount Mine, also, in Illinois.

Q. And when that car started, it was destined, was it, to the Missouri Pacific Railway, in the State of Missouri? A. Yes, sir.

Q. And the sale had been made? A. The sale had been made at East St. Louis.

Q. The sale had been made for delivery to the Missouri Pacific Railway at East St. Louis? A. Yes, sir.

Q. These shipments referred to include many cars—several hundred probably, don't they? A. Yes, sir.

Q. The next seems to be Missouri Pacific Railway, order E. F. Kearney, Supt. Term. Mo. Pac. shops, St. Louis, Mo. A. That is practically the same as the other. The reason for the separation is that it is a different consignee. I understand that Mr. Walsh was transferred at that time, and Mr. Kearney took his place.

Q. There are a good many cars in that shipment, too? A. Yes, sir.

Q. 2,143,300? A. Yes, sir.

Q. That shipment was destined when it left the mine to the Missouri Pacific Railway? A. Yes, sir.

Q. And had been sold by the Consolidated Coal Company? A. At East St. Louis; yes, sir.

Q. The next shipment seems to be "To Con. Coal Co. of St. Louis, River Dept. E St. Louis, Ill. Dumped to that Co.'s barges at Sou. Ry. Incline E. St. Louis and sold to boats plying on the river; and those shipments amount to 3,914,500 pounds, carried in numerous cars; where did that shipment originate? A. Green Mount Mine.

Q. Whose barges were those that it was dumped into? A. The Consolidated Coal Company's.

Q. Where was it delivered? A. On the river.

Q. Where did the barges carry it? A. They carried it to the steamboats requiring the coal.

Q. To steamboats on the river? A. On the Mississippi River; yes, sir; in the river near S. Louis.

Q. Which side of the river? Both sides? A. I think most of it was on the east side.

Q. Most of it was delivered on the east side? A. Yes, sir.

Q. Some of it was delivered on the west side, wasn't there? A. Probably some on the west side of the river.

Q. To the steamboats that landed at the wharves at St. Louis? A. I don't know whether the steamboats were landed. That is part of the business that I am not fully versed on; but it was sold to steamboats.

Q. In other words, to boats plying on this navigable river, the Mississippi? A. Yes, sir.

Q. At St. Louis? A. Yes, sir.

Q. That sale was made before the coal left the mines in Illinois? A. That would not be properly classed a sale, because it was shipped to our own company for its river department; and while we charged it up as a sale, for the purpose of crediting the amounts, there is really no money transaction in it. It is our own coal that is sold to ourselves; that is what it amounts to.

Q. Then it was your coal when it left the mines in the State of Illinois, and it was your coal when it was delivered to whatever steamboat took it? A. Yes, sir.

Q. And it was delivered off of your barges? A. Yes, sir.

Q. The next shipments seem to be to the Mo. Pac. Ry. Co. order of J. M. Walsh, Supt. Term. Mo. Pac. shops, St. Louis, Mo., amounting to 1,514,000. A. The only reason for showing that separately is that it is from the Gartside

Mine. The other shipments were from Green Mount Mine.

Q. It is all from the Southern road? A. Yes, sir.

Q. And that was carried in different shipments, and in different cars? A. Yes, sir.

Q. And that coal was sold by the Consolidated Coal Co. to the Misouri Pacific Railway? A. Yes, sir.

Q. And was sold prior to its shipment at the mines? A. Yes, sir, on orders placed there.

Q. There is something here from Gartside; what is that? A. That is the Gartside Mine that I spoke of. All the amounts on page 7 are from the Gartside mine. The other is the Green Mount.

Q. That seems to be Southern. It says "Sou." A. That is the initial of the car.

Q. And it is from the Gartside Mine? A. Yes, sir.

Q. That "Sou." means shipped in a "Southern' 'car? A. Yes, sir, that is the initial of the car.

Q. That shipment went to East St. Louis, to the Malleable Iron Works? A. Yes, sir.

Q. And that was from the Gartside Mine? A. Yes, sir.

Q. Now, I will ask you, Mr. DuBois, if you know whether or not if the Consolidated Coal Company has paid demurrage on any cars to the Missouri Pacific, Wabash or Iron Mountain, that road, or any official of it rebated the Consolidated Coal Company for that demurrage? A. No, sir.

Q. You say you don't know? A. I don't know.

Q. Your could not testify, then, as to whether or not that is true? A. No, sir.

Q. If that was done, what official of the Consolidated Coal Company would know it? A. I cannot answer that question, either, because I don't know that it is done.

Q. I say, if it was done, what official would know it, in the course of business? A. I presume I would, in the course of business, if there were any payments of that kind

made it would finally come back to my department in some way.

Q. To the auditor's office? A. Yes, sir.

Q. But, so far as you know, nothing of that kind has been done? A. No, sir, nothing of that kind has been done.

Q. At any time? A. At no time.

Q. Who is the President of your company? A. Mr. Edgar T. Wells.

Q. Will you please tell me again the name of the sales agent? A. W. L. Schmick.

Q. What is his address? A. St. Louis.

Q. Have you his street number, or would it be at your office? A. His office is in the Dolph Building. His residence is on Forest Park Boulevard, but I don't know the number.

Q. Do you know a man by the name of Edgar T. Wells? A. Yes, sir.

Q. What position does he occupy? A. President.

Q. Do you know whether or not he is an official of the Wabash Railroad? A. Only by having heard that he was.

Q. What position do you understand that he holds? A. He is Vice-President, I understand.

Q. Where does he live? A. New York City.

CROSS-EXAMINATION, BY MR. WATTS:

Q. The J. M. Walsh mentioned in this statement as "Supt. Term."—what does that mean? A. Superintendent of Terminals in the Missouri Pacific Railway. I probably did not make that as clear as I should have made it.

Q. The same applies as to E. F. Kearney, "Supt. Term."? A. The same answer—Superintendent of Terminals of the Missouri Pacific Railway.

Q. The coal referred to on page 6 as River Department coal was for consumption on your own vessels? A. No

sir, we have no vessels. It was for sale to other vessels plying on the Mississippi River.

Q. From your own barges? A. From our own barges.

The further hearing of testimony in this case is adjourned until tomorrow, Thursday, February 7th, 1907, at half past two o'clock.

R. E. Rombauer,
Special Commissioner.

WILLIAM K. KAVANAUGH, a witness of lawful age, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW.

Q. Mr. Kavanaugh, do you know Mr. R. A. Campbell, Freight Agent of the Southern Railroad? A. I do.

Q. Did he join with you in organizing the Interstate Car & Transfer Company? A. I don't think he went into the organization. He may have He had some little stock in the company,—I think some ten or fifteen shares—something like that.

Q. When did he acquire that,—soon after the organization? A. If not at the start, very soon afterwards.

Q. The Interstate Car & Transfer Company did a general transfer business? A. Car transfer business.

Q. Only car transfer business? A. Only car transfer business; yes sir.

Q. And they owned cradles and boats on both sides of the river? A. No sir; they owned the cradles on this side of the river, at the Burlington incline. We owned those cradles, but we did not own the cradles on the east side. That was owned by the old Venice & Carondelet Belt but it was afterwards acquired by the Southern Railroad. It was owned then by the receivers of the Louisville, Evansville & St. Louis Railroad—the old Air Line.

Q. It is called the Southern Belt line? A. It is called the Southern Railroad Belt; yes sir. They owned the cradles on the east side of the river.

Q. Are those cradles still operated in connection with it? A. Yes sir, they are still operated.

Q. When you operated that line, how many boats did you use? A. We used at the start—when we started in connection with lauding at the Wiggins Ferry incline at Miller Street, we used one boat and one barge—that is, a tow-boat and a barge. But afterwards we increased it to two—and that is the number that the ferry has now, two boats and two barges.

Q. What is the distance from that cradle at the dike to the cradle on the Burlington incline? A. I should say three and a half miles.

Q. Most of your transfer was done between those two points? A. Yes sir, between those two points.

Q. Up the stream and down the stream? A. Yes sir.

Q. And in doing that transferring you were competing with the Wiggins and the Terminal? A. Yes sir.

Q. The same kind of busines, and the same character of business? A. Exactly; yes sir.

Q. Do you own any stock in the Arsenal Street Railway on this side of the river? A. No sir.

Q. Do you hold any as trustee? A. I am trustee for it; yes sir.

Q. Who is the beneficiary in that trust? A. The Wiggins Ferry Company.

Q. When did you become the trustee? A. I think in 1903.

Q. After the sale of the Interstate Car & Transfer Company? A. Oh, yes. The sale of the Interstate Car & Transfer to the Terminal took place a year before that, I think. Probably 1902, to the best of my recollection.

Q. Do you know when the Wiggins Ferry Company

acquired that stock? A. It came down through a foreclosure sale. Col. John Overall bought it, I think, for Mr. Scullin, and from Mr. Scullin it passed to me, as trustee.

Q. What time? A. It was away back there a good many years ago.

Q. Do you know what properties that corporation controls on this side of the river? A. Yes sir.

Q. What properties? A. Their property consisted, when I took it over, of a power-house—I should say about 1800 or 1900 South Second Street, including twelve electric cars equipped ready to run, and the usual paraphernalia around a power-house and storage car shed. And then they owned the tracks from Chouteau Ave. south on Third Street to Dorcas Street, east on Dorcas to Second, and north on Second to Chouteau, making the circle of tracks complete.

Q. Making a loop? A. Yes sir, between Chouteau and Dorcas, and Second and Third.

Q. Was that all the property they owned? A. That was all they owned in property. Yes sir. But they owned the poles and wires, of course. They were still standing when they took hold of it.

Q. And that is all the property? A. That is practically all the property they had. They did have some poles and wires on Fourth Street.

Q. Did they have a franchise on Fourth Street? A. They had the right to use the old Green Line tracks on Fourth Street up to Morgan Street.

Q. Has that right been forfeited, do you know? A. I believe a forfeiture was claimed. The City claimed forfeiture, but we have not given up to it yet. It is now in litigation.

Q. You say the Wiggins Ferry Company owns that property at this time? A. It is controlled by me as trustee for the Wiggins Ferry Company.

Q. Have you operated it since you have had it? A. No sir.

Q. Do you know whether there is any right to operate steam cars along this track? A. There is no right to operate steam cars.

Q. You still have the cars and power-house? A. The power-house, I believe, fell down or burned down. It was in very bad and dilapidated condition. And the cars, I think, have been sold.

Q. And you haven't anything now but the wires and poles and tracks? A. And a good many of the poles and wires have fallen down, and the city has pulled them down. We have been in litigation over that with the city. It is in that shape now; it is hard to tell what we have got there.

Q. Do you pay taxes on it? A. I believe we pay taxes right along.

Q. Claiming the right to the street? A. Yes sir, we claim the right.

Q. Does this connect with the Terminal tracks? A. No sir.

Q. No where? A. No sir.

Q. Does it touch the Missouri Pacific or Iron Mountain? A. No sir.

Q. Does it touch any railroad tracks? A. No sir.

Q. How far is it from the transfer railway tracks? A. Two blocks.

Q. There is no point where it touches that? A. No sir. The point nearest would be at the foot of Dorcas Street. It is about a block and a half there. Dorcas Street comes in there within a short distance of the Iron Mountain track, and it is only a little over a block.

CROSS-EXAMINATION, BY MR. WATTS:

Q. This has not been operated since 1900 as a street railway? A. No sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. How many miles of track are there? A. Two and a half miles, easily. It may be three miles. Pretty close to two and a half or three miles.

Q. The St. Louis Transfer Railway Company, with which you contemplated connecting these tracks of the Fourth & Arsenal line, was a part of the Wiggins property, and now belongs to the Terminal Railroad Association? A. Well, it belongs to the Wiggins Ferry Company, yet. I don't know who owns the Wiggins.

Q. Well, the Wiggins Ferry Company. Your idea was to utilize these tracks for railroad purposes? A. If it could be done. There are a good many industries down there that would be benefitted by it.

RE-CROSS EXAMINATION, BY MR. WATTS:

Q. Your idea is, Mr. Kavanaugh, that the combination of the Terminal tracks, under one control, would be beneficial to all concerned? A. Yes sir, it would be beneficial.

Q. Why do you say it would be beneficial? A. Because of the fact that it would save a great deal of time in the interchange of business between different lines. It takes time. There is lost time, and lost motion, and it would save money to the shipper.

Q. It would facilitate the transfer business? A. Yes, it would facilitate the transfer business.

Q. And make it more economical? A. It would make it much more economical.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. You operated your transfer ferries, that Interstate Car & Transfer Co., without being controlled by the Terminal Railroad Association? A. We were very glad to sell out to them.

Q. Because you got a good price? A. Yes, a fairly good price. But it was hard sledding.

Q. Well, you made money, didn't you? A. The Interstate never did make much money until the last year. They made a little then. There were several years there that we never made a dollar. I think the first three years that we ran we never made a dollar.

Q. Just what property did you sell? A. We just sold over the Interstate Car & Transfer Co. stock, which carried with it the boats and barges.

Q. Just designate what boats and barges—how many you turned over. A. The Edna Lee barge.

Q. What was the size of that barge? A. 275 feet in length; 36 foot beam; 4½ foot depth of hold; built of steel. She carried fourteen cars.

Q. What did she cost? A. I do not recall the cost of that barge. It is about eighteen years ago.

Q. What was the approximate cost? A. Probably $30,000 or $35.000.

And the tug-boat Kavanaugh, which cost us $75,000 or $100,000. She was a steel hull tug, an ice-breaker.

Then we turned over a barge called the Holbrook, built to carry twenty-six cars, the largest barge in the country, built of steel. She was 300 feet long, 40 foot beam, and about 8½ or 9 ft. depth of hold, all of steel, and carried a whole train load of cars. I don't recall what that cost us, but probably $50,000 or $60,000.

Q. What else did you turn over? A. We turned over a tow-boat called the McClellan, a stern-wheel tow-boat. She cost us—I can't even give a good guess on that, because I don't remember. Boats of that kind cost in the neighborhood of $40,000 or $50,000, according to the work put on them.

Q. Any other boats? A. That was all; the two boats and

the two barges; the Kavanaugh and the McClellan, the big barge Holbrook, and the 14-car barge Edna Lee.

Q. What other property did you turn over? A. We turned over the double track inclines up around the Merchants' Bridge.

Q. How much track? A. Probably, three per cent grade, about 1,200 feet of double track, with probably three or four hundred feet of sidings. And those double-track cradles. My recollection is we started in to build them for $18,000 or $20,000, and they cost $28,000. That is my recollection.

Q. What other property did you turn over? A. I don't recall that we had anything else. We may have had a flat or two in the harbor, but it did not amount to much.

Q. And you got about $600,000 for the property? A. No sir, I don't think we did.

Q. What did you get? A. My recollection is, probably $500,000. $450,000 or $500,000.

Q. Then you got $100,000 more than the property cost you? A. Yes sir.

Q. Your company declared dividends, did you not. A. I don't think we ever declared many dividends. I think the last year we declared dividends.

Mr. Watts: Q. Are you positive about that? A. I am not right positive about that. I remember we had some money, and I had a crowd of fellows with me that always wanted dividends, and I think maybe we had to.

RE-CROSS EXAMINATION, BY MR. WATTS:

Q. The sale of the Interstate Car & Transfer Company to the Terminal Railroad Association was made in connection with the sale of the West Belt, wasn't it? A. Yes, sir.

Q. The two were tied together? A. Yes sir.

Q. The same set controlled the two properties? A. Yes sir.

Q. And the interest controlling the West Belt would not sell the West Belt unless the Interstate Car & Transfer was sold also; that is a fact, is it not? A. Yes sir.

Q. So the Terminal Railroad Association, in order to get possession of the West Belt, was compelled to buy this Interstate Car & Transfer Company, was it not? A. Yes sir.

Q. You are not sure that the Interstate Car & Transfer Company ever paid any dividends? A. I am not positive about that. We had some money towards the last.

Q. That money came from the sale of stock, didn't it? A. I think we earned that money.

Q. You were constantly selling stock, increasing the capital? A. We had an arrangement by which we could borrow $100,000 at one of the banks here,—the Merchants' Laclede Bank, I think. Mr. Bixby, Mr. Kennard, Mr. John F. Lee and Mr. Lockwood and myself were guarantees on that loan. We had a paper with the bank guaranteeing that loan, and we would go there and get that money whenever we needed it, and pay back whenever we could.

Q. If operated by the Terminal Railroad Association, or under the same control as the Terminal Association, what would you say as to the efficiency of the Interstate Car & Transfer Company, in the discharge of its business as a public service corporation—would that be enhanced? A. I should say that its efficiency would be enhanced very materially. There is no question in my mind, and never has been, as to the public necessity of concentrated terminals. You can see the effect of it in Chicago. There are tremendous delays that occur at Chicago. There are greater delays in Chicago than there are here, a great deal, and they have not got the Mississippi River to cross. Those delays are caused by the fact that there are so many different interests owning different switches, belts, etc.; and the

time and delay in delivering cars from one connection on to another connection's tracks, and then waiting for that other fellow to come with his engines and pull them, etc., etc.—that is what creates the great delay.

Q. That necessitates an inspection of the cars, does it not, at each change? A. Yes, sir, there is always an inspection between the lines, to see the condition of the cars, carding, yard-clerk's work, and everything like that. It is very tedious and slow.

Q. Your idea, then, is that having all the switching facilities under one control is the ideal method of handling the matter? A. It is. And I recall distinctly the trade that the Wiggins and Terminal made at Hall Street. We had two inside tracks—

Q. Who do you mean by "we"? A. The Wiggins Ferry Co. And the Merchants' Bridge had the two outside tracks; and when the interests became mutual we traded them the inside tracks for the outside tracks, and we took charge of all the switching business to industries, and they had these two inside tracks for passenger trains.

Q. That facilitated matters very much? A. It changed the entire complection of delivery from the Merchants' Bridge to Union Station. Yes, sir. I advocated that change, believing that it would be a good thing for the Merchants' Bridge.

Q. It was a good thing also for the Wiggins Ferry? A. Yes, because we could then serve the manufacturing interests.

Q. Without crossing tracks? A. Without crossing tracks; yes, sir. On the crossings we pulled out, and it made it safer for the engines on the Merchants' Bridge to run over Hall Street.

Q. And left the inside tracks free for passenger trains? A. Yes, sir. And before that they had to make all those crossings, and it was dangerous.

Q. That affected the entire operation over the Merchants' Bridge, between that and Union Station?

A. It did; it made a wonderful difference in the movement of traffic that way.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. You said that the congestion was worse in Chicago than it is here. Don't you know it to be a fact that goods are shipped from Chicago to points within forty or fifty miles of St. Louis, and get there quicker than from St. Louis? A. I don't know that to be a fact. But you could easily explain it if it were a fact, from the fact that goods can be delivered in Chicago, we will say, to the C. & A. freight depot, and come down in C. & A. cars, within twenty-five miles of St. Louis, and make quick time. There is no necessity for a transfer of cars there. The movement of cars, however, between the C. & A. and, we will say, the Lake Shore and Michigan Central, is a very different proposition; or some of those other connecting lines. Your case, General Crow, is not based upon the statement that I made before.

Q. You mean the question that I asked? A. I mean the question that you asked.

Q. Your statement had reference to the handling of the cars after they had reached Chicago or St. Louis? A. Yes, sir.

Q. And freight bound for other places? A. Yes, sir.

Q. In other words, it relates to switching business? A. Yes, sir; interchange of traffic between lines.

Q. When you were operating the Interstate Car & Transfer Company, you connected with the Burlington Company? A. Yes, sir.

Q. And they handled the business that you brought across? A. Yes, sir.

Q. The cars that you delivered there never were inspected

there every time before they went on the tracks, were they? A. Yes, sir.

Q. Was there a man there for that purpose? A. A man was there night and day to inspect every car that came from us.

Q. It did not cause any delay, did it? A. Oh, yes, sir, very frequently it was quite a delay in the interchange of business.

Q. And when they took a car down from the Burlington and delivered it to the Wabash, was it inspected again? A. Yes, sir. And they both made a record, so that if there was a break it could be shown.

Q. What did the inspection consist of? Taking the number of the car? A. The number and initial of the car; an inspection of the draw-bars and brake rigging, and wheels, and hand-holds; and underneath the car. In fact, every part of that car; because in receiving the car, if it happened to be in bad condition, the man who last holds it has got to redeem it.

Q. When you say that car was inspected in the numerous ways in which you indicate, you mean by that that a man, who was an expert in looking at cars, simply looked the car over? A. Went all over it.

Q. He looked it over, didn't he? He did not go over it, and examine these numerous pieces of machinery, did he? A. They make, or should make, a most careful examination.

Q. I am asking what they did do? A. As a rule they make a very careful examination.

Q. They do? A. Yes, sir, they do. The fact is, it is absolutely a protection to the receiving line that this be done. Because if they did not, there would be a tremendous expense, in the way of damages and repairs. They have got to catch every damage that has already been done to the car.

Q. When you sold the Interstate Car & Transfer Company, the sale was made to the Wiggins Ferry Company? A. The sale was made to the Terminal Railroad Association.

Q. To the Terminal Railroad Association? A. Yes, sir.

Q. Did the Terminal Railroad Association own the West Belt road? A. No, sir.

Q. Who did? A. They do now.

Q. Who did own it? A. The same interest that owned the Interstate Car & Transfer Co.

Q. Who was that? A. Messrs. Kennard, Bixby, John F. Lee, Lockwood, and myself.

Q. What Lockwood? A. James Y.

Q. Where did that road run to? A. It was projected between the Burlington Railroad—

Q. North of St. Louis? A. North of St. Louis, to Lindenwood, on the Frisco.

Q. Did it run through part of the city? A. No, sir, almost altogether in the county.

Q. How much of it was built? A. I think we had most of the construction work under way—none of it completed—but the bridges and cradles and grading was under way.

Q. And it was not in operation? A. No, sir.

Q. And it never had been operated? A. No, sir, I think not.

Q. How far north of the city limits did it strike the Burlington route? A. About two miles.

Q. How much money had your company expended on that Belt Road? A. We had contracted and expended altogether, probably, a million dollars.

Q. How much of it had you spent? A. We will say forty per cent of it.

Q. $400,000? A. Very likely.

Q. What did you get for the property when you sold it?

A. I cannot even give you a good guess on that. I don't remember.

Q. Can you ascertain that fact? A. Do you remember, Mr. Watts?

Mr. Watts: I have an impression it was between $650,000 and $750,000 for the two properties, the Interstate Car & Transfer Company and the West Belt.

Mr. Crow: Q. Will you look that up, Mr. Kavanaugh, and let me know? A. I think that is pretty close.

Q. Just look at the record and see? A. I have not got the record. The record is in the hands of the Terminal Railroad Association.

Q. Did you get back all the money you spent on it? A. Yes, sir. And they assumed all the contracts and all the indebtedness, besides whatever they paid us.

Q. Will you find out what that was? A. I don't know whether I can or not. Will they give it to me, Mr. Watts?

Mr. Watts: I don't know; I suppose so.

Mr. Crow: Will you find that for me, Mr. Watts?

Mr. Watts: Yes, sir.

RE-CROSS EXAMINATION, BY MR. WATTS:

Q. Part of that road has been completed and is now in operation, is it not? A. I heard not long ago that they were operating a part of it, on the south end of it.

Q. Isn't there a large fire clay plant built along there? A. The Evans & Howard are building a large fire clay plant.

Q. And a good deal of freight is passing over that road to that plant, isn't there? A. Yes, sir.

RE-DIRECT EXAMINATION BY MR. CROW:

Q. Who is treasurer of the West Belt Company? A. I believe Mr. Dobbs.

Q. Who was the treasurer at that time? A. Mr. Lockwood. Mr. James Y. Lockwood.

Q. He ought to know what was paid: wasn't the money paid to him? A. It was a stock-holders' proposition. I am sure that $250,000, in addition to their assuming all the indebtedness, will cover it.

At this point, the further hearing of testimony in this case is adjourned until tomorrow, Tuesday, February 5th, at half past two o'clock P. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, Mo., Feb. 5th, 1907.

Met pursuant to adjournment on Tuesday afternoon, February 5th, 1907, when not being able to proceed with the hearing of testimony, on account of the absence of witnesses, same is adjourned until Wednesday, February 6th, 1907, at 2:30 o'clock P. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, February 6th, 1907.

Met, pursuant to adjournment as above, on Wednesday afternoon, February 6th, 1907, when not being able to proceed with the hearing of testimony in the above entitled cause, same is adjourned until tomorrow, Thursday, February 7th, 1907, at half past two o'clock P. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, February 7th, 1907.

Met, pursuant to adjournment, on Thursday afternoon, February 7th, 1907, at half past two o'clock, in the office of the Special Commissioner, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared on behalf of the Complainant.

Mr. M. F. Watts appeared on behalf of the Defendants.

The following proceedings were had:

JOHN F. ROACH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. CROW:

Q. Please state your name? A. John F. Roach.

Q. Where do you live? A. St. Louis, Mo

Q. What is your business? A. Manager of the Central Car Service Association.

Q. Have you an office in this city? A. Yes, sir, Room 306, Union Station.

Q. Is that an incorporated association? A. No, sir.

Q. Who composes the membership of it? A. The membership is composed of twenty-six railroads.

Q. Are they all roads that enter St. Louis? A. No, there are several that do not. Several lines that do not pass through St. Louis belong. The Q. & K. C. is one of them.

Q. What territory is embraced within the jurisdiction of your association? A. East St. Louis, Ill., and about half of the state—the eastern section of the state.

Q. Illinois? A. No, sir, Missouri.

Q. Where is the line? What town does it strike? Moberly, isn't it? A. Moberly, on the Wabash; Sedalia, on the Missouri Pacific; Springfield, on the Frisco; Sedalia, on the M. K. & T.; Macon, on the Q.; and down to the state line on the lines running north and south, to the Arkansas state line.

Q. And the eastern limit is East St. Louis? A. East St. Louis, and stations and sidings within eight miles of East St. Louis.

Q. That is, stations within the inner group of coal mines? A. No; we have no coal mines over there in our territory. We end off outside of the coal mine territory

Q. Then all the stations east of the towns named in Missouri are within the territory of the Central Car Service Association? A. Yes, sir.

Q. What other officials has that association? A. The manager is practically the only official, and his crew of employes.

Q. What employes has he? A. Chief clerk, two accountants, claim clerk, three record clerks, storage clerk, and six supervisors. I am testifying off-hand I may omit something, but I don't do it intentionally.

Q. The supervisors are also called inspectors, are they not? A. Yes, sir, inspectors.

Q. That makes how many employes altogether? A. I think fourteen, with the manager; possibly fifteen.

Q. Do you employ all those you have named? A. Yes, sir.

Q. You are the president? A. I am manager.

Q. Who is president of it? A. We have no president. We have a chairman of the Board.

Q. Who is that? A. W. S. McChesney.

Q. He is the man who is president of the Terminal Railroad Association? A. Yes, sir.

Q. Have you a secretary of the Board? A. The manager is secretary.

Q. You are the secretary? A. Yes, sir.

Q. Are the records of the Association in your custody? A. Yes, sir.

Q. You have a set of by-laws and rules? A. Yes, sir.

Q. Do the rules and by-laws provide for any other official besides the President and Secretary? A. An Executive Committee.

Q. How many members are there of that? A. Nine.

Q. Are they appointed by the Chairman of the Board? A. No, they are elected by the membership of the association.

Q. Are each of these roads entitled to a member in the Board? A. Yes, sir.

Q. Each road, then, has a vote in the election of the Executive Committee? A. Yes, sir.

Q. And the board is composed of representatives of each of the twenty-six roads? A. Yes, the transportation representative.

Q. And from that Board the executive Committee is elected? A. Yes, sir.

Q. Does the Executive Committee have general supervision and control of the business? A. Well, that work is left to the manager of the Association, practically. He reports to the Executive Committee, and also to the Board.

Q. Then you have general supervision and control of the business? A. Yes, sir.

Q. Who establishes the rates that are charged by the Association for service? A Each individual railroad names its own rates.

Mr. Watts: Did I understand you to say rates for service?

The Witness: Rates for demurrage, it should be. There are no rates for service.

Q. What do you charge for the use of a car? A. That is what I understood you to mean—car service.

Q. Whatever charges are made by the railroads—who fixes them? A. They are fixed by the railroads individually.

Q. The rates for the same service or use of property are the same on all the roads? A. Yes, sir, they are the same.

Q. Do you have a published schedule? A. The roads have. The roads publish a schedule, and file a copy with

the Interstate Commerce Commission, and file a copy with me.

Q. The Executive Board meets and considers that matter, does it, from time to time? A. The naming of rates?

Q. Yes. A. No, sir.

Q. Is not the individual rate submitted by each road submitted to the Board? A. No, sir.

Q. And announcement is then made that so-and-so will be charged? A. I have never made them.

Q. I mean by individual roads. A. You mean that they are made to the Executive Committee? No, sir.

Q. Made to the Board. You say the Board is composed of the representatives of twenty-six roads? A. The rates published by the railroads are not submitted.

Q. They are not? A. No, sir.

Q. Now, what are the charges that are made by the Association? A. We class them as "Car service" on "Carload shipments," and "Storage" on L. C. L. shipments, delayed in the warehouses, of the railroad.

Q. You class them as "car service?" A. Car service, or demurrage. You can use either word.

Q. Now, will you just explain, so that we can put it in the record, what you mean by "car service," and "demurrage," and "storage?" A. What is meant by it?

Q. Yes, sir. A. A car service charge is a charge made for the detention of a railroad car by a shipper or consignee, in loading or unloading, after the advertised free time provided for the loading or unloading of the car has expired.

Q. What do you mean by the "free time?" A. The free time on all commodities, under the rules of the railroads represented in the Central Car Service Association, excepting soft coal, is forty-eight hours from the first 7 A. M. after placement, if on a private track, and if on a public track after placement and delivery of notice to consignee. On soft coal, for unloading, the free time allowed

on that special commodity is three days, or one additional day.

Q. After the lapse of what you designate as "free time," what charge is made on carload lots? A. One dollar per car per day or fraction of a day.

Q. So that if it only remains one hour over two days, the charge is made for three days? A. Yes, sir. You understand, General, that if that car is placed at eight o'clock in the morning by a railroad the free time would not begin until seven o'clock the following day.

Q. Full twenty-four hours? A. Full forty-eight hours.

Q. You count twenty-four hours in a day, I understand? A. Yes, sir.

Q. You figure after the car is placed? A. After the car is placed. What I mean is, it begins to count the first seven o'clock A. M. after placement.

Q. Does that apply to all commodities? A. That applies to all commodities, except, as I have stated, for coal, which gets three days.

Q. What is the rate that you charge for storage on less than carload? A. On all commodities, the consignee has forty-eight hours from the first 7:00 A. M. after delivery, or mailing of notice of removal of the shipment from warehouse or platform. Any day or fraction of a day that the shipment is delayed after that free time, a charge of five cents per ton or fraction of a ton is charged.

Q. Do you make a report to anybody, individually? A. Yes, sir, I make a report to the auditors of the railroads.

Q. What do you include in your report? A. The debits. Just simply the debits during the month against the agents at the stations in the territory.

Q. What do you mean by that? A. That is the charge assessed by the agent against all shipments, both carload and less than carload.

Q. I don't quite understand you, yet. Do you mean that

you make a report of the number of cars and the number of days that demurrage should be charged? A. I make a report of the cars on which demurrage is assessed, or the shipment against which storage is assessed, showing the amount charged against each car or each shipment. You understand, however, the Association does not collect any moneys.

Q. I understand that it is collected by the railroads. And it is paid before the goods are unloaded? A. It is supposed to be.

Q. But your association had nothing to do with that? A. No, sir.

Q. You simply make the charge? A. We don't make the charge. We simply audit the car service or storage made by the agents.

Q. He makes it and reports to you? A. The Association is simply a general agent for auditing demurrage and storage records.

Q. You don't get your record from the agent, do you? A. Yes, sir.

Q. You do? A. Yes, sir.

Q. You take his record for it? A. We have got to take his record, and we check his record to see that it is right.

Q. How do you check those records? A. Through the inspectors.

Q. That is, where the cars are on the track? A. Yes, sir.

Q. And that is a daily inspection, isn't it? A. Do you mean that we check every record?

Q. I mean that you have an inspection going on all the time? A. Yes, sir, over the records established by the agents.

Q. Do you hold any meetings of your association? A. Yes, sir, we hold quarterly meetings. That is, we are supposed to, but we don't always hold them.

Q. Do you keep proceedings of meetings? A. Yes, sir.

Q. Who keeps those—you? A. Yes, sir.

Q. Have you any agreement, or rule, or provision, for the charge that shall be made for storage or demurrage? A. No, sir.

Q. Have you any rules of the Association at all? A. We have rules. The Association adopts rules, or agrees on rules, to be adopted by each line, but they name no rates.

Q. What is that? A. They don't name the rates.

Q. Have you an agreement of that kind you have mentioned, signed by the executive officers of the roads? A. I have an agreement of that kind, signed by the individual roads, members of the Association.

Q. What, in a general way, do these rules provide, without going into details? A. I have a printed copy of them here.

Q. Let me see that, will you? A. (Witness produces printed agreement referred to.)

Q. Have you any rules that are not included in these written articles? A. Do you mean the Association?

Q. Yes. A. None that have not been adopted by the railroads as their rules.

Q. The rules adopted by the individual roads as their rules, as to car service and demurrage, become the rules of the Association, don't they?

A. Yes, sir. The Association agreed on these rules, and then they were submitted to the roads for adoption.

Q. That is, these printed rules? A. Yes, sir.

Q. Have you any rules outside of these printed rules? A. That is an agreement, there.

Q. Have you any rules outside of this? A. None, except what have been adopted by each road separately.

Q. Well, other rules have been adopted by the roads? A. Yes, sir.

Q. And one rule is the amount that shall be charged for

storage and demurrage, isn't it? A. No, sir. The roads name that in a separate tariff. Here is a copy of the rules, that was printed for distribution to the public (producing paper referred to).

Q. I thought that first paper was the rules? A. No, that is the agreement.

Q. Now the roads named here (indicating printed "rules") are members of this Association, are they? A. Yes, sir.

Q. I find here the following roads named: Baltimore & Ohio Southwestern; Chicago, Burlington & Quincy; Rock Island & Pacific; Chicago & Alton; Chicago, Peoria & St. Louis; East St. Louis Connecting Railway; Illinois Central Railroad; Illinois Southern Railroad; Louisville & Nashville Railroad; Missouri Pacific Railroad; Mobile & Ohio Railroad; Missouri, Kansas & Texas Railway; Q. & Kansas City; Iron Mountain & Southern Railway; St. Louis & San Francisco R. R.; St. Louis Merchants' Bridge Terminal R'y.; St. Louis Transfer Railway; St. Louis Southwestern R. R.; St. L., M. & Northeastern; Southern Railway; Troy, Eastern & St. Louis; Terminal Railroad Association of St. Louis; Toledo, St. Louis & Western; Vandalia Railroad; Wabash Railroad. All those roads are members, are they? A. Yes, sir.

Q. Now, I find that Rule 5 of this agreement, in effect November 15th, 1906, reads as follows: "After the expiration of the free time allowed, a reasonable charge per car per day or fraction thereof shall be made and collected." Now that is one of the rules adopted by the Association, is it? A. Yes, sir.

Q. That applies to every road that is a member of the Association? A. Yes, sir.

Q. Now, this applies on shipments of goods into St. Louis, of all kinds, whether state or interstate business, does it not? A. Yes, sir.

Q. Have you any idea of the number of cars per annum on which a demurrage charge is made? A. I could tell you that only in a rough way. I have no data.

Q. Just your best recollection is what I want? A. Probably between 45,000 and 55,000 cars. There are handled in the neighborhood of a million cars—somewhere between 900,000 and 1,000,000.

Q. Have you any idea as to the amount of this demurrage, just roughly, in dollars and cents? A. Assessed per annum?

Q. Yes, and collected. A. It will average possibly between $190,000 and $210,000 a year.

Q. Now, what is the total expense of the Association? A. About $16,000 or $17,000 a year.

Q. Where does the surplus go to over and above the expenses? A. The railroads collect that money. The Association does not.

Q. I mean the surplus over and above the expense of running this bureau. A. The expense of running the bureau does not include the expense entailed on the railroads in establishing their own records. I am not competent to answer that.

Q. I am asking about the expenses of your association—which you said were $16,000 or $17,000. A. The association does not collect any money at all.

Q. But, under the rules of your association, this charge is made.

Mr. Watts: He did not say that.

A. Under the rules of each railroad, the charge is made.

Q. It says here (indicating printed rules) specifically that a reasonable charge shall be made. I read you that, and you said that it applied to all roads.

Mr. Watts: But it is not made by the Association.

Q. It says here, "After the expiration of the free time allowed, a reasonable charge per car per day or fraction

thereof shall be made and collected." A. The Association does not make any rates, General. The railroads make their own rates.

Q. I understand it is an individual matter. But this rule reads just as I have read it. But, anyhow, the difference between what it costs to run your Association and what is collected as demurrage goes to the railroads? A. Yes, sir.

Q. There is no statute that authorizes that charge, is there, that you know of?

Mr. Watts: Haven't you read the statutes of the State?

Q. That is an arbitrary charge, isn't it? A The charge of one dollar?

Q. Yes, sir. A. I think the Missouri statutes provide for that.

Q. After a certain time? A. I think so.

Mr. Watts: It is fixed by legislation.

Mr. Crow: It says "a reasonable time."

Mr. Watts: It says forty-eight and seventy-two hours, under the Statute of 1905.

Mr. Crow: Q. You make your statements to the various railroads, don't you? A. Yes, sir.

Q. Now tell me what your inspectors do? A. The inspectors of the Association?

Q. Yes. A. In a general way, they check the records established by agents, and investigate claims and complaints of irregularities in the service or in the charge.

Q. Do they have access to the records of the car clerks and others? A. Yes, sir.

Q. Of all the roads? A. Yes, sir; yard clerks, car clerks, etc.

Q. Do those inspectors report to the roads or to you? A. They report to me.

Q. Suppose a car is delivered to a certain railroad, and by it to an industry, and your inspector finds that the car

clerk has not made a proper record of the movement of that car, to whom would he make that report? A. He would have the agent make report, and charge up the amount.

Q. Who would the agent make report to? A. The agent will make a daily report to the Association, and the charge is made up in his account.

Q. How would you find that out? A. By the report the agent would make to me.

Q. Would you take any action in the premises? A. No further action would be necessary. If we found that the yard clerk had omitted a car, or deliberately passed it by, we would force the agent to make the car service charge in case the car was delayed.

Q. If cars are delivered off of any of the proprietary lines on the east side of the river, say the Southern, or the M. & O., to industries on the Terminal, or to yards of any road on this side of the river, who collects that car rental? A. The car service, do you mean?

Q. Yes. A. The road delivering the car and contents to the consignee.

Q. Does the Terminal, and lines west of the river, pay car rental back to the owners of the car? A. Car rental? Don't you mean car service?

Q. Yes. A. I think not.

Q. Is it necessary to have all of these railroads members of this association? A. Well, that is a question I cannot answer.

Q. Well, practically, from your own experience; suppose you only had half of them—would the association be a success? A. I don't think so. I believe if those matters were left to the individual roads the larger lines would enforce the demurrage rules, whilst the weaker lines would be forced by large shippers and consignees to annul the en-

forcement of car service rules. In that way it would be discrimination on one side and favoritism on the other.

Q. Then, in your opinion it is better to handle them all together? A. Yes, sir, and to have one joint agent supervising the records, so that the rules may be impartial and equitable towards all.

Q. Do you know whether or not any of the roads in your association refund this car rental to some shippers? A. Not to my knowledge.

Q. Haven't you had complaint lodged with your Association that certain shippers have been favored in that way by railroads? A. By the railroads directly? No, sir.

Q. Indirectly? A. No, sir.

Q. Have you had any complaint lodged with you, as manager of the Association, of any such favoritism in any way? A. No, sir.

Q. Has the matter ever been presented to your association? A. That roads had been refunded money?

Q. Yes. A. Not since I have been manager.

Q. How long have you been manager? A. Three years the first of this month.

Q. What position did you occupy before that? A. Local agent of the Frisco and Missouri Pacific at the World's Fair grounds for about a year; and with the Rock Island for about a year; and with the Missouri Pacific & Iron Mountain as local agent at Carondelet for eleven years; prior to that time, as clerk down there for a period of six or seven years.

Q. Then you have been in the railroad business for quite a while? A. Yes, sir, I have been in the railroad business since I was a boy.

Q. You say that your association handles about a million cars a year? A. Between 900,000 and 1,000,000 cars.

Q. They handle all of the freight cars that come and go in and out of St. Louis? A. They place them for load-

ing and unloading. Through service does not come within the car service rules.

Q. Then, according to that statement, there are, in round numbers, one million cars that are handled by your association in St. Louis a year? A. That includes outside territory; practically half the state of Missouri. I should say 700,000 to 750,000 cars a year are handled by the St. Louis and East St. Louis terminals.

Q. Is that charge for demurrage or storage made on a car that comes from, say, a point where the shipment originates on the Terminal property, and destined to an industry located within your territory? A. Yes, sir, if the car is delayed by the shipper in loading beyond that period of time.

Q. For instance, if a shipment is made, say, from the Neidringhaus works, say, to Sedalia, and the car is delayed over time, according to the rules of the Association, will demurrage be charged? A. Yes, sir.

Q. And paid to the Terminal Association? A. If the car is delayed at the Neidringhaus plant at Granite City—yes, sir. If at Sedalia, in unloading it—if on the rails of the M. K. & T., the M. K. & T. would assess and collect, and if on the rails of the Missouri Pacific, the Missouri Pacific would assess and collect.

Q. Then, is this true; that on all shipments from any point where cars are delayed on the rails of the Terminal Railroad Association, the Terminal Railroad Association receives the demurrage or storage charge? A. Yes, sir.

Q. In other words, they operate the same as any other company, in that respect? A. Yes, sir.

Q. There is no difference between them and the Wabash or any other road? A. No, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. I understand you to say that the main purpose of this

Association is to prevent favoritism by any railroad company, in the matter of demurrage? A. Yes, sir.

Q. That is, that if there was not some association of this kind, a railroad might abate the demurrage charge where it was properly chargeable, or might refund a demurrage charge after it had been collected; and in this way give preference to one consignee over another consignee? A. Yes, sir.

Q. So that the main purpose is to prevent any discrimination or preference of this character, in the matter of car detention? A. Yes, sir.

Q. And fixed charges are collected for detention of cars, or holding of cars beyond what you call the free time, which charges are made by the individual railroad companies on whose rails the cars may be detained, or by whom the car may be delivered to the consignee? A. That is correct.

Q. The Car Service Association of which you are manager collects no money whatever? A. No, sir.

Q. And this expenditure of $16,000 or $17,000, the cost of maintaining and conducting this Association, simply covers the clerical hire, including your own salary, and the salaries of the inspectors? A. Yes, sir

Q. And that is paid in some way by the railroads, members of the Association? A. Yes, sir, on the basis of cars handled.

Q. On a car basis? A. Yes, sir.

Q. How many of these associations are there in the country? Do you know, Mr. Roach? A. Thirty-nine, to the best of my knowledge and belief.

Q. So far as you know, are all of the railroads of the United States members of some car service association? A. The majority of them are—not all.

Q. Are all of the roads that come into St. Louis and East St. Louis members? A. Yes, sir. Now, wait a

minute. There is the St. Louis, Belleville Electric, and the St. Louis & O'Fallon, that are not. I can explain why they have not become members. They don't deliver any freight for loading or unloading. They simply haul it into East St. Louis, and deliver for connections to deliver at some other point.

Q. Now, it is your understanding that the statutes of Missouri—I believe you testified—provide that for detention of all freight except coal beyond forty-eight hours, and for soft coal beyond seventy-two hours, the railroad companies have a right to make a reasonable charge? A. I only testified in a general way that the statutes of the State of Missouri provided free time, and a specific charge of one dollar after that free time had expired. I don't know as the law applies to coal.

Q. That you are not positive about? A. No, sir.

Q. Do you know whether or not that demurrage charge has beeen sustained by the courts, where the question has been tested? A. Yes, sir.

Q. Have you seen recently a report of the Interstate Commerce Commission to certain members of the Commission, recommending that this demurrage charge be increased, as a method of facilitating the handling of cars? A. I was at the hearing in St. Louis before Commissioner Prouty, when that question was raised as to reducing the free time or increasing the charge, so as to eliminate, as far as possible, the present conditions. And Mr. Prouty stated that he thought forty-eight hours was a reasonable time, and that one dollar was a reasonable charge per day. He did not seem to favor any reduction of the free time or forty-eight hours, or any increase in the charge. I read an extract from Commissioner Wayne's remarks—but I don't know whether I ought to state that here, unless General Crow will permit me.

Mr. Crow: I guess you ought to let us have the record, and we can read it.

The Witness: (Continuing) In a general way he stated that unless a reasonable time was allowed to consignees for unloading, by the railroads, either on account of fear of the public, or fear of loss of business to one another, that others who were in authority would step in, and take the matter up, and act. I took the broad inference of the Commissioner. I also understood—although I was not at the hearing—

Gen. Crow: Don't make any more statements of what you have heard.

The Witness: It might be well to bring these points out. I understand that there were some remarks made about our seventy-two hours free allowance on coal. I want to state that the roads are now working on coal rates, to reduce that free time to a uniform basis of forty-eight hours. And the Missouri State Commission, through Hon. Chairman Knott, had the Association up for hearing last Thursday. But I don't want this to go in the record.

Mr. Watts: Then don't say anything, if you don't want it to go in the record.

Mr. Crow: I am not interested in the State Commission.

The Witness: Well, the question is brought out right there, as to whether the Commissioner had any authority on state business or not.

Mr. Watts: Q. I understand you to say that this forty-eight hours is not forty-eight hours from a specific hour, but the forty-eight hours free time begins to run from seven o'clock A. M. of the day following the notification to the shipper that the car is placed? A. If on the public track; or seven A. M. following the actual delivery on a private track.

Q. So that if a car was placed at eight o'clock on the 7th day of February, the consignee would have until seven A.

M. of the 10th day of February? A. No; Sunday is the 10th; it would be the 11th. It would be forty-eight hours beginning seven A. M. February 8th.

Q. And in the matter of soft coal, seventy-two hours after seven A. M. of the day following the placement of the car? A. Yes, sir.

Q. So that in some cases it may be practically three days on average freight, and four days on coal? A. Yes, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. You don't mean to testify that it is always seven o'clock the following day, do you? Isn't it this that you mean to testify to: That the free time begins to run at the first seven o'clock A. M. that occurs after the car has been placed? A. Following the placing of the car.

Q. If the car has been placed at twelve o'clock M. the night before, or six o'clock A. M. the morning before, then when seven o'clock comes the free time begins? A. Yes, sir.

Q. But if it is placed after seven o'clock, it does not begin until the next day at seven; is that correct? A. Yes, sir.

Q. As a matter of fact, you have had a protest by the coal men here against your free time? A. Yes, sir; that is what I referred to.

RE-CROSS EXAMINATION, BY MR. WATTS:

Q. As long as you have asked that question with reference to the protest, perhaps it may be proper for the witness to state in regard to that protest.

Mr. Crow: If he wants to state it, he may do so; I have no objection.

A. Last Thursday, the Association was cited to appear before the Missouri State Commission on a hearing of the complaint of the St. Louis Coal Dealers' Protective Association against the Central Car Service Association's re-

duction of the free time on shipments of coal, from seventy-two to forty-eight hours.

Mr. Crow: Q. What was that proposed reduction? A. From seventy-two to forty-eight hours. When the question came up for hearing, the Association took the stand that it was an individual case with each railroad, as they made their own changes.

Mr. Crow: Q. When you say "the Association," do you mean your Association? A. Yes, sir. And they also took the stand that the Commission had no jurisdiction, as all the coal coming into St. Louis was brought in on interstate hauls.

Mr. Crow: Q. Does it come from across the river? A. Yes, sir. It was acknowledged there by the coal dealers that all coal was on interstate haul.

Mr. Crow: Q. You get no coal from anywhere else, do you? A. No, sir, except isolated shipments.

St. Louis, May 13th, 1907.

Met, pursuant to agreement of parties, on Monday morning, May 13th, 1907, at half past ten o'clock, in the office of the Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared on behalf of the Complainant. Messrs. M. F. Watts and F. W. Lehmann appeared on behalf of the Defendants.

The following proceedings were had:

Stipulation: Most of the witnesses who have been examined having already signed the transcript of their testimony, and there being considerable difficulty over obtaining the signatures of those who have not yet signed, it is hereby agreed by counsel for the Complainant, and counsel for the

Defendant, that the signature of those witnesses who have not yet signed, and of those who are hereafter to be examined, is hereby waived.

V. W. FISHER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Please state your name? A. V. W. Fisher.

Q. You are passenger agent of the Terminal Railroad Association? A. Yes sir.

Q. I will get you to state if in your office you have any records that will disclose the volume of passenger business passing over what is known as the Merchant's Bridge Terminal Railway Company, and the St. Louis Terminal Railroad Association? A. I think not.

Q. You have not? A. No sir.

Q. What office of the company would have that record? A. If there is such a record, it is in the Auditor's office.

Q. Well, is there, or is there not, such a record? A. That I could not say.

Q. Is there any account kept in your office of the volume of business? A. In my office? No. We are now on a per car basis. We are not on a per capita basis at all.

Q. The road does sell tickets, doesn't it, individual tickets? A. Do you mean the local tickets?

Q. Yes. A. My office? No. The agents sell them.

Q. Whereabouts are they sold? A. At the Union Station.

Q. Have you a record that shows that? A. No. sir; it all goes direct to the Auditor.

Q. Don't you keep an account of what you issue? A. Simply what I issue.

Q. But not what are sold? A. No sir.

Q. Whom do you make your settlements with? A. I don't make any settlements whatever. I simply inform the Auditor what I have issued.

Q. To whom do you issue those tickets? Just designate to whom you issue the tickets? A. The names, or the stations?

Q. Give the stations and the names. A. I cannot give the names on Merchant's Bridge. They change every few days. Union Station is Mr. B. W. Frauenthal., 8th & Gratiot is Mr. C. O'Brien., Washington Avenue is Mr. W. S. Nelson., North Market Street is Mr. J. Zimmerley., Bremen Avenue is Mr. E. B. Fisher., Madison, Ill., is Mr. O. W. Schank., Granite City, Ill., is Mr. J. W. Callahan and East St. Louis Relay is Mr. L. C. Adams.

Q. That includes all the stations? A. That is all the stations we have.

Q. You said that for through passenger business it was carried on now upon a per car basis? A. Yes sir.

Q. Do you understand what that arrangement is? A. Well, I cannot give you the exact arrangement. It is on a basis, I think, of through coaches paying $3.00, and the local about one-third. A local coach is about 42 miles.

Q. What official could furnish that? A. The Auditor's office.

Q. What is the Auditor's name? A. C. A. Vinnedge.

Q. Where is he located? A. Union Station.

Q. The tickets that you issue to these various stations you have named, are they for sale to individuals who wish to travel over the road of the Terminal Company? A. Certainly; Yes sir.

Q. Do the tickets bear on their face the mileage and what they sell for? A. No sir.

Q. Who furnishes the schedule of rates at which the tickets are sold? A. Mr. Penney, the Traffic Manager, makes the rate sheet now.

Q. And he fixes the passenger rate as well as the freight rate? A. Yes sir.

CROSS EXAMINATION BY MR. M. F. WATTS:

Q. In enumerating the stations for which you issue tickets you named North Market, 8th & Gratiot, Bremen Avenue, Granite City and Madison: Those are all stations on the Merchant's Bridge? A. Yes sir. The only station on Eads Bridge is Washington Avenue; and the Relay Depot; and Union Station.

JULIUS S. WALSH, Recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Mr. Walsh, I hand you copy of agreement between W. K. Kavanaugh, dated the 18th of July, 1902, for himself and associates, parties of the first part, and the Mississippi Valley Trust Company, agent, party of the second part, signed by yourself for the party of the second part, apparently: Please examine that paper, and see if you remember that particular document. That is not the original, of course, but a copy that Mr. Watts furnished me. A. (After examining paper referred to) What is the question, now?

Q. Do you remember signing that document? A. Yes sir.

Q. By the terms of this agreement it seems that you purchased, or the Mississippi Valley Trust Company, as agent, purchased, for certain named railroads this property known as the Interstate Car & Transfer Company, and the St. Louis Belt & Terminal Railway Company.

Now, I will ask you to state, if you can do so, Mr. Walsh, how much of the St. Louis Belt & Terminal Railway Company was constructed at that time? A. I cannot tell.

Q. Who can tell that? A. I should say—

Q. Kavanaugh? A. I should think Kavanaugh could.

Q. Well, you do know, in a general way, that there was not any of it, practically, constructed? A. I understood that there was a considerable portion constructed. A great deal of grading was done.

Q. What do you mean by "a great deal"? How much in miles? A. Several miles. Five or six miles.

Q. It has never been completed, has it? A. No, sir.

Q. Who opened up these negotiations that led to this sale? A. I think Mr. Watts did.

Q. And who was Mr. Watts representing? A. He was representing the purchasing party, the proprietary lines.

Q. The proprietary lines of the Terminal Association? A. Yes, sir.

Q. The property was bought for the Terminal Association, wasn't it? A. Yes, sir.

Q. Then why was not the Terminal Association named instead of the Missouri Pacific, Iron Mountain, Southern Wabash, Louisville & Nashville, Vandalia & Terre Haute, B. & O., and Frisco? A. I do not recall. The proprietary lines made the purchase, and afterwards disposed of the property.

Q. Did you or Mr. Watts represent the proprietary lines? A. I was representing the purchasing parties.

Q. You were representing the purchasing parties? A. Yes, sir.

Q. What is the distinction between the purchasing parties and the proprietary lines, in this case? A. I don't know that there is any.

Q. None? A. No.

Q. Mr. Watts was acting in the capacity of attorney, then, was he? A. Yes, sir.

Q. With whom did he open negotiations? A. I presume with the officers of the Interstate Car & Transfer Company.

Q. Did you participate in those negotiations? A. No, sir.

Q. You did finally, when it was signed up, didn't you? A. Yes,sir.

Q. Didn't you go over the details of it with Mr. Kavanaugh or somebody representing their company? A. No, I don't think I met anybody representing that company.

Q. Was this paper brought to you for your signature? A. I presume so.

Q. Haven't you any recollection about it? A. No, no very distinct recollection about it.

Q. Do you know who authorized Mr. Watts to open up those negotiations? A. No, I do not.

Q. You were President of the Terminal Association at that time? A. Yes, sir.

Q. If the Terminal Association was the purchaser, then the President of the Terminal Association, or the executive officer thereof, or the Board of Directors, were the only ones that could authorize Mr. Watts? A. Yes, sir.

Q. Do you know whether the record of the Association show anything about this transaction? A. I think not.

Q. Mr. Watts did not move of his own volition? A. No, I don't suppose he did.

Q. Haven't you some recollection as to who directed him to do this? A. I presume that I must have been the one that would have done that.

Q. What was the occasion of your wanting to purchase this property for the Terminal Association? A. The Terminal Association had in the County an application for an order of the County Court for a belt line.

Q. Had they made that application in their own name? A. Well, it was understood to be a Terminal proposition. I don't know whether it was in our own name or not. I don't think it was.

Q. In whose name was it made? A. Well, it was in the name of the corporation.

Q. What was the name of the corporation? A. I don't recall that.

Q. Who were your agents in the County? A. That I don't know. At any rate, the Terminal Association never secured that order of the Court, and Mr. Kavanaugh did for his belt property.

Q. Just exactly what order of the Court was it that you wanted put through? You had a charter from the State to build a railroad, and the right to condemn. A. We had to secure the assent of the County.

Q. For what purpose? A. For crossing highways.

Q. Had the company been organized as a railroad company? A. This belt line?

Q. Yes. A. I don't know that it was organized. It was just simply an application for a road. I presume if that had been granted, the organization would have been perfected.

Q. Then the reason that you assign for purchasing this property is the fact that you could not acquire franchises out there, and Kavanaugh had acquired a franchise? A. Yes, sir.

Q. Was your line parallel with this St. Louis Belt & Terminal Railway? A. Substantially.

Q. Substantially the same? A. Yes, sir.

Q. Were any of the directors or officials of the Terminal Association officers of the St. Louis Belt & Terminal Railway Company? A. Are they now?

Q. Were they at that time? A. Oh, no.

Q. They were not? A. No, sir.

Q. Do you know whether or not the stock of the St. Louis Belt & Terminal Railway Company had been issued at the time the Terminal Association bought it? A. Yes, sir, I think so.

Q. It had been issued? A. Yes, sir.

Q. I see the agreement here transfers the right to subscriptions stock? A. Yes, sir.

Q. What property in the way of rolling stock, if any, did you acquire with the St. Louis Belt & Terminal Railway Company? A. Well, that I don't know.

Q. There is no rolling stock mentioned in there, is there, at all? A. I don't know. I don't think so.

Q. Look at it, and see. (Handing witness copy of agreement referred to.) A. (After examining copy of agreement). There is nothing specifically mentioning rolling stock there.

Q. There were no stations at that time on that road were there? A. No, sir.

Q. You say that you bought it for the reason that you wanted a franchise to build a road around in that section where this line runs? A. Yes, sir.

Q. If that was the reason for buying it, why did the Association also buy the Interstate Car & Transfer Company, at the same time? A. That was part of it.

Q. That was an independent corporation, wasn't it? A. Yes, sir; but the two properties were inseparable.

Q. Why so? A. One was supposed to be necessary for the operation of the other.

Q. The St. Louis Belt & Terminal Railway Company's line at no place touched any point where the boats of the Interstate Car & Transfer Company landed, did it? A. Not at that time, but they expected to, later on.

Q. But they were independent properties at that time? A. Yes, sir, I think so.

Q. Is that the only reason that the Interstate Car & Transfer Company was bought? A. That was the principal reason.

Q. What other reason was there? A. I don't know of any other.

Q. Wasn't it the fact that the Interstate Car & Trans-

fer Company was at that time, and had been for quite awhile past, cutting the transfer rate on cars across the river? A. Yes, sir.

Q. And wasn't one of the objects to get rid of that cutting of rates competition? A. The proposition did not come up in that shape.

Q. No; but wasn't that one of the reasons? A. Yes, sir, what you state is a fact. But this Belt Line, and the Interstate Car & Transfer Company—the proposition for sale coupled the two.

Q. Who made the proposition to sell the two? A. I don't know; I did not conduct the negotiations.

Q. Who conducted them, on the part of the Interstate Car & Transfer Company? A. That I don't know.

Q. Will you say, Mr. Walsh, that part of the reason for purchasing this Interstate Car & Transfer Company and the Belt Railway was not to get rid of the competition in cutting those rates? A. No, I would not say that.

Q. I want to call your attention to the General Mortgage of the Terminal properties, and refresh your mind a little as to an item in there. How much—if you can tell, of your own memory—of the $50,000,000 of bonds of the Terminal Association have been issued now,—of the last authorized issue of $50,000,000? A. $35,000,000 or $36,000,000.

Q. Does that include the $5,000,000 that was paid to Jay Gould for the properties of the Union Railway & Transit Company of St. Louis, the Terminal Railroad of East St. Louis, and the associated properties that went with those two roads? A. Some of that has been reserved.

Q. Whatever has been issued, does it cover those? A. Which, the $35,000,000?

Q. Yes. A. Yes, sir, there is a reservation. I think our bonded indebtedness is $17,500,000, or something like that. Whatever it is, there is a reservation in this general mortgage to meet these under-lying bonds.

Q. Do you know the total amount on which the Terminal Railroad Association is now paying interest and dividends, according to your own records—stocks and bonds? A. We are paying interest on $35,000,000 or $36,000,000 of bonds; no dividends.

Q. No dividends? A. No, sir.

Q. You are paying dividends on that bridge stock that you guaranteed, are you not? A. Do you mean the Eads Bridge.

Q. Yes, sir. A. Yes, sir.

Q. Well, that is a dividend, isn't it? A. Yes, sir.

Q. You are doing that under the terms of the lease? A. Yes, sir.

Q. Then, if the records of your Association show that you are actually paying on a little over $40,000,000, how do you account for the discrepancy of $5,000,000? A. There is no discrepancy there.

Q. I wish you would just examine this statement that I hand you, and see if that makes $40,000,000, and if it is correct? A. (After examining statement). It is included in that contract between the Wabash and the Missouri Pacific, and the St. Louis Bridge Company.

Q. What do you mean is included? A. The $5,000,000 first mortgage bonds outstanding.

Q. That is the $5,000,000 that are given to Mr Gould for the bridge? A. No; that is the first mortgage on the bridge.

Q. That $5,000,000 represents the bonds that the old Bridge Company issued when it was re-organized? A. Yes, sir.

Q. How does that account for the discrepancy? A. I don't know where there is any discrepancy.

Q. That $5,000,000, then, would be added to the amount of bonds that have been issued under the $50,000,000 mort-

gage? A. Yes, sir, that is the way we took the bridge property.

Q. The question is as to how much? A. That is not covered by the general mortgage.

Q. I will ask you this question: Is it, or is it not true, that the Terminal Railroad Association is now paying interest and dividends on stocks and bonds, under the contracts and agreements of the Association, to the extent of $40,000,000? A. Yes, sir.

Q. I call your attention to the St. Louis Terminal Railway Company. That is the corporation, I believe, that was organized by the Merchant's Bridge Company or some one to build a line from near the western approach of the Merchant's Bridge out into the County. Do you remember that company? A. Yes, sir.

Q. In the statement furnished by Mr. Watts, here, it appears that in accounting for the money that was obtained from the bond issue of $35,000,000—in round numbers, we will call it—a little more or a little less—that of that $120,000 went to purchase the stock and bonds of the St. Louis Terminal Railway Company. I will get you to state whether or not that is correct? A. (After examining paper referred to) I think that is correct.

Q. Do you remember the fact that there was $1,500,000 of bonds issued by this company? A. I know that there were bonds issued. The amount I am not sure about.

Q. Do you know this fact as to whether or not—without regard to the amount of bonds that were issued—your company acquired for that $120,000 all of the bonds that were issued? A. I think so.

Q. Then those bonds of the Terminal Railway Company that had been authorized and issued had not been sold at the time of this purchase? A. They never were sold.

Q. And your company still holds them? A. I don't know where they are now.

Q. You don't know where they are? A. No, sir.

Q. Do you remember whether or not they are mentioned in the general mortgage of $50,000,000 as part of the assets of the Terminal Railway Company? A. I think possibly so.

Q. I have a copy of the general mortgage here, and perhaps you had better look at it before you testify as to that. (Hands witness copy of general mortgage). A. I would like to see that. Those transactions are so long ago. (After examining copy) That is correct.

Q. Then the $1,500,000 first mortgage six per cent gold bonds of the St. Louis Terminal Railway Company, maturing Jan. 1st, 1933, were deposited with the trustee as part of the security for the general mortgage of $50,000,000? A. Yes, sir. No interest was paid on this, however.

Q. Please state whether or not any of the remainder of the stocks and bonds mentioned in that general mortgage have not been sold, or are not stocks and bonds upon which interest or dividends are now paid, other than the St. Louis Terminal Railway bonds mentioned? A. (After examining copy of general mortgage all the securities mentioned in Section 13 are unimpared as collaterial to the mortgage contract. And no interest is paid upon the bonds deposited, and no dividends upon the stock.

Q. Then those securities are all owned by the St. Louis Terminal Association, subject to its mortgage? A. Yes, sir.

Q. In this statement that Mr. Watts has furnished me, I find there is an item of "Construction of New Union Station, $1,746,000:" that refers to the present Union Station at 20th and Market Streets, in the City of St. Louis, does it not? A. Yes, sir.

Q. When it says "Construction of the New Union Station" does that include the entire cost of the building and the ground? A. (After examining paper referred to) No,

I see that in this statement, first mortgage bonds $7,000,000 issued and sold. Now, out of the proceeds of these bonds, these various items mentioned here were paid or expended. That issue was not sufficient to complete the work undertaken, so later on the Terminal Association issued its first consolidated mortgage bonds, amounting to $12,000,000. Of that $12,000,000, $7,000,000 was reserved to take care of the maturity of those $7,000,000 outstanding, leaving $5,000,000 to expend on the property.

Q. Yes, sir; but you have not yet answered my question, as to whether or not the item of $1,746,000 covered the cost of construction of the Union Station? A. It went into the Union Station.

Q. Did it complete it? A. I think not.

Q. How much more was required to complete the Union Station? A. (After examining statement) This says here, "Used in construction of Union Station, yards and belt lines:" I don't know how you would separate that, but a portion of the cost of the Union Station is in that $3,000,000.

Q. Have you any records in your office that would enable you to keep track of those various items of expenditure—how much was expended for yards, and how much for buildings? A. I should think there would be a record there.

Q. In whose department? A. In the Auditor's department.

Q. He is the gentleman that ought to have those records, and know about those things? A. Yes, sir.

Q. And while you may have been familiar with that at the time, your memory does not serve you now sufficiently to tell about that, except in a general way? A. No, sir.

Q. I see there an item that says "Discount on sale of bonds, $254,000:" was that on the sale of the $7,000,000 of bonds—that much discount? A. I presume so.

Q. Will you please explain what that means—that "dis-

count?" A. It means that those bonds were sold for less than par.

Q. At $354,000 less than par? A. Or it means a commission for the sale of the bonds.

Q. Do you know which one it means? A. No, sir, I do not.

Q. Have you any records that would show that? A. I presume there must be records there.

Q. Where would they be? A. In the Auditor's office.

Q. The next item here seems to be an issue of $12,000,000 of bonds, which you speak of, of the Terminal Railroad Association, and you say that $7,000,000 of that was reserved to cover the prior bonds which had been issued: I see there is an item here "Purchase of St. Louis Merchant's Bridge and Terminal Railroad stock and bonds, 17,800 shares, $1,113,400." "Purchase of St. Louis Terminal Railway stock and bonds, $120,000." "Used in construction of Union Station, yards and belt lines, $3,078,807.27." "Discount on bonds sold, less premium, $687,792.73."

Can you explain to me what that item means, "Discount on bonds sold, less premium, $687,797.73?" A. That is, the bonds were sold at discount.

Q. What do the words "less premium" mean? A. I don't know what that means.

Q. Does that $687,000 represent the difference between the sale price of the bonds and their par value, or does it represent the difference between the sale price of the bonds and their par value and the commission for sale? A. (After examining statement) Well, there are $5,000,000 of bonds to be sold; and if I recollect right, when these bonds were sold we were in a bad money market and we had to sell them for considerably less than par. I take it that that item means that.

Q. Will the Auditor's records disclose the facts in reference to that? A. Yes, sir.

Q. I see here it says "For Union Station, yards and belt lines." What yards and belt lines does that item of $3,078,807.27 refer to? A. We have quite a number of yards; I cannot say which ones.

Q. You don't know what that item refers to? A. No, sir.

Q. Who would know about that? The same man—the auditor? A. Yes, sir.

Q. And his records will disclose all these facts, will they? A. Yes, sir.

Q. In the next item here I see $1,265,727.98 for "construction of elevated structure:" do you know where that elevated structure is? A. Yes, sir; it extends from Carr Street on the levee—Mr. Watts: Is this the Terminal Association? A. It is under the caption "St. Louis Merchant's Bridge & Terminal Railway." The elevated structure extends, with a double track, from Carr Street along the levee, to about Chouteau Avenue, and then west to 8th Street.

Q. That is what that item represents? A. Yes, sir.

Q. The Auditor's office will disclose whether or not that covers the cost of that also? A. Yes, sir. A portion of that elevated structure from 8th Street crosses the freight house of the Frisco and the Missouri Pacific—the elevated runs over that—and comes out on the surface about 11th Street—comes down on the surface.

Q. The next item here seems to be "Construction of southwestern approach to bridge, $121,757." What bridge is that? A. That is the Merchant's Bridge.

Q. Merchant's Bridge? A. Yes,sir.

Q. The next item there is "Other construction work, $1,648,161.50." Do you know anything about what those items were? A. No, sir.

Q. You don't know anything about that? A. No, sir.

Q. "Discount on sale of bonds, $464,353.52." That is on the $3,500,000 of the Merchant's Bridge Terminal Railway bonds, is it? A. Yes, sir.

Q. And that item is in the same condition as other items of discount heretofore named. You don't know exactly what it is for? A. No, sir.

Q. I find an item here under head of "St. Louis Merchants' Bridge Company, First Mortgage bonds, $2,000,000—Construction of Bridge, $2,000,000:" Do you know whether or not that represents the cost of construction of the Merchants' Bridge? A. The cost of construction of the Merchants' Bridge.

Q. That is what it cost to build it? A. Yes, sir.

Q. Under head of "Annual Fixed Charges," I find an item of "Rental of Leased Property, $195,600." Do you know what that represents the rent on? A. I cannot state specifically, but I know that we have a great deal of leased property.

Q. Is it real estate over which your tracks run? A. Yes, sir.

Q. Is it used for any other purpose? A. I don't know.

Q. Where is it located,—in this city, generally, or on both sides of the river? A. On this side, mainly. We have some leases on the other side, too.

Q. Will the Auditor's office disclose all of those matters with reference to payments, and what the expenditures were for all those fixed charges, etc.? A. Yes, sir.

Q. I find an item here under the head of "Interest on Current Loans not included in above amounts, $155,500.00 per annum:" Do you know what that covers? A. Floating indebtedness.

Q. Floating indebtedness? Please explain what you mean by that. A. That means that in 1902 and 1903, when this new work was authorized, increasing the facilities of

the Terminal Association, enlarging Union Station, and various other work that was found necessary—when that work was concluded we were short about $3,000,000. In other words, the proceeds of the bonds failed by $3,000,000 to cover this work.

Q. The proceeds on the bonds sold? A. On the bonds sold. And that indebtedness we have been carrying. It has been reduced some.

Q. The Terminal Association has in its treasury now how many bonds of this $50,000,000 issue? A. I think about $14,000,000 or $15,000,000. But they are not available for this floating indebtedness.

Q. For what reason? A. Under the terms of the mortgage contracts only $1,000,000 can be issued per annum, so it would take us fourteen years to put out the $14,000,000. And then the trustee can only certify bonds on the presentation of a statement that the work calling for the bonds has been completed within the year that the bonds are taken out.

Q. Within what? A. Within the year that the bonds can be taken down.

Q. Well, this was completed within one year, most of it, wasn't it? A. No, sir.

Q. How long a period did it cover? A. I should say three years, or three years and a half.

Q. The work on Union Station involved an expenditure of how much? A. I could not give that.

Q. You don't know? A. No, sir.

Q. Would the Auditor's books show that? A. Yes, sir.

Q. Mr. Walsh, I believe I asked you when you were on the stand before, with reference to those meetings in New York, and you said that you thought that memoranda of those meetings were kept by the gentlemen who lived in New York—some of them: I would like to ask you to cause a search to be made among the papers of the Terminal

Association, and see if you have not copies of those records of those meetings which took place between the representatives of the roads, with reference to the purchase of the Wiggins' Ferry property, and the entry of the Rock Island and other roads, in 1902, into the Terminal Association. Will you please do that? A. Yes, sir. May I explain something?

Gen. Crow: Yes, sir.

The witness: The terms of that General Mortgage contract do not seem to be understood by you. The first reservation of proceeds from the sale of those bonds was supposed to be large enough to take care of all those matters. Now, these improvements were going on in 1903, 1904 and 1905—three years, and the cost exceeded the net proceeds at the disposal of the Terminal Association. Under the terms of the mortgage contract, no bonds could be taken down in 1906, because the proceeds of that amount of bonds must be applied to work during that year, and not to the payment of back indebtedness.

Q. Well, it would have been possible, would it not, for the work to have been done at the rate of $1,000,000 a year? A. No, sir.

Q. It would not have been? A. No, sir.

Q. How much of this excess was used to buy other properties? A. Of this $3,000,000?

Q. Yes, sir. A. I could not state just exactly.

Q. A considerable amount of it? A. A considerable amount; yes, sir.

Q. Of course, your Auditor could furnish me these things better than you can? I will take that up more in detail with him. A. Yes, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. The mortgage referred to by Gen. Crow, as the General Mortgage of the Terminal Railroad Association of St.

Louis, is dated December 16, 1902, is it not? A. Thereabouts, yes, sir.

Q. That mortgage provides for the possible issue of $50,000,000 of bonds. You have used the term "issue" in a sense not quite clear to me. I understand, however, that you mean by "issued" not only bonds which have been sold, but also bonds which are reserved under the provisions of that General Mortgage to take care of under-lying mortgages. To illustrate, you stated that in round figures some $35,000,000 or $36,000,000 of those bonds had been issued: by that I understand you to say that first there are reserved bonds sufficient at par to take care of, at par, the underlying bonds of the Terminal Railroad Association issued theretofore, amounting to $12,000,000; bonds of the St. Louis Merchants' Bridge Terminal Railway Company; and bonds of the St. Louis Merchants' Bridge Company, aggregating $5,500,000. So that, of the $35,000,000 or $36,000,000 of bonds which you say have been "issued" under the General Mortgage, there are reserved out of that the $12,000,000 of the Terminal Railroad Association of St. Louis' under-lying bonds, and the $5,500,000 of bonds of the Merchants' Bridge Company, and the St. Louis Merchants' Bridge Railway Company. Is that correct? A. That is correct.

Q. Making actually issued and sold, and the proceeds therefrom available, in the neighborhood of between $17,000,000 and $18,000,000? A. That is right. When I use the word "issued," I mean they are out of the possession of the Association.

Q. Your attention has been called to a section of this General Mortgage, designated, I think, as Class XIII, on page 48 of the printed copy of the Mortgage, specifying certain securities which have been hypothecated under the provisions of that mortgage, among which are $1,500,000 of bonds of the St. Louis Terminal Railway Company, and

other securities. I understand you to say that where securities of that character are hypothecated under the terms of this mortgage, no interest is paid upon those bonds, and no dividends paid upon the stocks so hypothecated: that is correct is it not? A. That is correct.

Q. This General Mortgage provides that beginning with the year 1906, and each fiscal year thereafter, there may be taken down of the bonds to be issued under the terms of this mortgage not exceeding $1,000,000 each year; but the $1,000,000 of bonds so taken down can only be used for the purpose or purchasing additional properties, making betterments and additions to the property: that is true, is it not?

A. That is true.

Q. Or for the purpose of reimbursing the Terminal Association for monies expended for that purpose during that fiscal year? A. Yes, sir.

Q. So that this excess of cost, amounting to $3,000,000, of the improvements made by the Terminal Association, over the amount realized from the sale of the $17,000,000 or $18,000,000 of bonds, had to be carried as a current account on money borrowed for that purpose: these expenditures were made in 1902, 1903, 1904 and 1905; so that when 1906 came, the first year in which bonds could be taken down to the extent of $1,000,000, this money had already been expended; and the bonds that could be taken down in 1906—the first year in which bonds could be taken down—could not be utilized for the purpose of reimbursing the Terminal Association for this excess of cost, amounting to $3,000,000: is that correct? A. that is correct; the debts having been contracted previous to the year 1906.

Q. Beginning with the year 1906, and so on until the entire $14,000,000 of bonds have been taken down, you can take down $1,000,000 a year for the purpose of enlarging the Terminal facilities? A. Yes, sir.

Q. And during the year 1906 there was taken down $1,000,000 for that purpose? A. Yes, sir.

Q. And you have planned during the year 1907 to take down another $1,000,000 for the purpose of enlarging facilities, and so on each year, have you? A. Yes, sir.

Q. You referred to a part of an elevated structure, connecting the Merchants' Terminal elevated structure with the Union Station proper, beginning at a point near 8th Street and ending between 11th and 12th. That part of the elevated structure is the property of the Terminal Railroad Association of St. Louis, is it not? A. Yes, sir.

Q. That is not owned by the St. Louis Merchants' Bridge Terminal Railway Company? A. Yes, sir, that is true.

Q. So that this $1,265,717.98 is part of the proceeds of the St. Louis Merchants' Bridge Terminal Railway Company first mortgage bonds expended in construction of elevated structure refers to that portion of the elevated structure proper of the St. Louis Merchants' Bridge Railway Company, extending from Carr Street on the North around to 7th and Gratiot on the South, and does not include that independent portion laid from the Merchants' Terminal elevated structure into Union Station? A. That is correct. I was mistaken in my former statement.

Q. General Crow has stated—I will not verify his figures—that in the statement which has been furnished by me it appears that the Terminal Railroad Association of St. Louis is paying interest and dividends on stock and bonds aggregating in amount about $40,000,000. Assuming that statement to be correct, you have explained that prior to the making of this general mortgage in 1902 there were outstanding bonds of the Terminal Railroad Association of St. Louis, and of the Merchants' Bridge Terminal Railway Company, and of the Merchants' Bridge Company, aggregating between $17,000,000 and $18,000,000. Since that general mortgage was issued, in 1902, there have been sold bonds

issued thereunder aggregating the amount of about $18,000,000; making of the new bond issue, and the old bond issue, an aggregate of about $35,000,000, on which interest has been paid. Now, then, in addition to that the Terminal Railroad Association of St. Louis, by way of rental of the property known as the Eads Bridge, pays dividends on $5,000,000 of bridge bonds, which have never been held by the Terminal Railroad Association of St. Louis. That is in addition to this $35,000,000. And it also pays dividends on the First Preferred stock of the St. Louis Bridge property, none of which it controls. That is true, is it not? A. Yes, sir.

Q. So that if the aggregate amount is $40,000,000, it is explained in that way? A. Yes, sir.

The further examination of this witness is deferred, and the witness withdrawn, with the understanding that he may be recalled at a subsequent time.

ALBERT S. JOHNSON, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Please state your name? A. Albert S. Johnson.

Q. What position do you occupy, Mr. Johnson? A. Freight agent of the Terminal Railroad Association.

Q. What are your duties as freight agent? A. To make a record of the cars moving over the properties, and to make collection of the Company's revenues and freight tolls.

Q. What properties do you thus keep track of? A. The Terminal Railroad Association, and the Merchants' Bridge Terminal, are the properties that we separate in our accounts.

Q. Have you anything to do with the Wiggins' Ferry

property, or the Interstate Car & Transfer property? A. No, sir.

Q. Are you what would be called General Freight Agent of the Terminal Railroad Association? A. No, sir.

Q. Is there such a position? A. No, sir.

Q. Who performs the duties that correspond with that of General Freight Agent in other roads? A. The Freight Traffic Manager.

Q. Who is he, Mr. Penney? A. Mr. Penney.

Q. Does your office have the records of the movements of freight that originates on the lines of the Terminal Association or the St. Louis Merchants' Bridge Terminal Company? A. We have some of the records. Whatever is necessary to make collection of the revenue for the movement of a car.

Q. What do you mean when you say you have some of the records? A. Well, some of the records are kept in the car accountant's office, and some in the superintendent's office.

Q. Of freight that originates on the line of your road? A. All freight.

Q. The records that are kept in the car accountant's office, or the superintendent's office, are they copies of what is kept in your office? A. No, sir.

Q. How does it come that of one shipment you would have a record, and of another shipment the superintendent would have a record? A. I have a record of one part of the movement, and they have a record of other parts.

Q. Explain the difference. A. We make an abstract of the freight, the dray-ticket, or way-bill that is furnished by the consignor or the connecting line—and we make an abstract of that bill.

Q. You are talking about through freight now? A. I am talking about any freight.

Q. Any freight? A. Yes, sir. We take an abstract of

the way-bill, and from that abstract make our charge against the consignee, or party that is collecting the charges. We make an abstract to the Auditor, and that is what the station is charged with, or debited with, and what we have to account for when the money is collected.

Q. Well, now is that all the record that the Superintendent would get? A. He would not get that.

Q. When you say you make an abstract of that shipment, what do you mean by that? A. We take off the car number, and the initials of the car, and the road that we receive it from, or the yard or industry at which it is loaded.

Q. The point to which it is directed? A. The consignee, destination, weight, amount of charges that we assess, and any advance charges that we may have to collect from the shipper, or the railroad that we handle the car for.

Q. And that goes to the Auditor's office? A. Yes, sir.

Q. Explain about the Superintendent's office—how he keeps track of freight that you don't keep track of.

Mr. Watts: The witness has not stated that.

Mr. Lehmann: He deals with a different phase of the transaction.

Gen. Crow: Q. I will ask you this question: Do the records in your office contain a record of the movement of all the freight over the line of the two roads forming the Terminal Association, that you have mentioned—the Terminal Association, and the Merchants' Bridge Terminal? A. All the loaded cars on which there is revenue assessed —yes, sir.

Q. What cars is it, and the movement of what kind of freight, if any, that you do not have a record of, that the Superintendent would have a record of? A. The car accountant would have a record of the empty cars coming over the terminals. That is, the two offices have a record,

the accountant's office and my office, of every car that moves over the terminals.

Q. Then they have nothing to do with the movement of the freight originally; that record is kept in your office, isn't it—the loaded cars? A. We have a record of the cars moving.

Q. Well, the loaded cars that move covers all the freight that your road handles, doesn't it? A. Yes, sir.

Q. And that is kept in your office, isn't it? A. Yes, sir.

Q. And no other office has that originally? A. No, sir.

Q. And the only other office that has a record of that is the abstract that you mention as sent to the Auditor's office? A. Yes, sir.

Q. Do you know whether or not any freight originates on the tracks of the Terminal Association? A. Yes, sir.

Q. At what points? A. Various public delivery yards, and various industries that connect with the rails of the Association.

Q. Can you tell me whether or not any freight is destined and shipped over your road to points on the Terminal? A. Yes, sir.

Q. What points, other than connecting points? A. Industries connected with the tracks of the Association, and public delivery yards.

Q. Do you know whether there is any movement of freight that originates on the tracks of the Terminal, or the Merchants' Company, and terminates on the tracks of either company? A. Yes, sir.

Q. Have you a record of that? A. Yes, sir.

Q. I refer now, in that question, to the freight that originates at points other than connections, and terminates at points other than connections. A. Yes, sir.

Q. Will you furnish me a record of that, say from January, 1905, to June, 1905, if it is not too long?

Mr. Watts: What do you mean by the record?

Mr. Crow: I want a copy of it.

Mr. Watts: Car numbers, and initials, and weights?

Mr. Crow: I just want the volume of business.

Mr. Watts: Then what you want is the tonnage, of business which is exclusively Terminal Association business, or exclusively Merchants' Terminal business, originating at some point or some industry on the rails or adjacent to the rails of the Terminal Association, or at some public delivery track adjacent to the same, and delivered to some point or some public delivery track on the rails of the Terminal Association.

Mr. Crow: That is correct.

The Witness: We have no separation in our accounts like that. That is a lot of work.

Mr. Crow: Q. Isn't there some simpler way that we could get at it? A. No, sir.

Q. You study about that a little while, and see if you cannot get it without going through a great lot of books, and having a great number of clerks do a vast amount of work? A. There is no possible way. The records are all kept, and all cars look alike to us.

Q. Isn't local separate from through business? A. Our accounts would have to all be examined in order to correctly furnish this statement.

Q. Have you any idea of the volume of that business—the tonnage? A. No, sir.

Q. Have you, Mr. Watts?

Mr. Watts: Not the slightest.

The Commissioner: All you want is an approximation. Cannot the witness get an approximation?

The Witness: Yes, sir, we could approximate a few days' business.

Mr. Crow: Let me make a suggestion. You run over a few days' business, and see how it runs. Take a season that you think will be fairly representative, and then maybe

you can make an approximation of a period of time from that. That might save a lot of work.

Mr. Watts: Yes, I think that is a good suggestion. Take an average time of year, and a certain number of days.

The Witness: I will follow that suggestion, and have such an approximate statement prepared.

Complainant offers in evidence printed copy of the General Mortgage of the Terminal Railroad Association of St. Louis to the Central Trust Company of New York, and William Taussig, and asks that same be marked "Complainant's Exhibit No. 30."

Above exhibit is so marked by the stenographer.

Complainant offers in evidence printed copy of "Admission Agreement of New Companies," into the Terminal Railroad Association of St. Louis, and asks that same be marked "Complainant's Exhibit No. 31."

Above exhibit is so marked by the stenographer.

Complainant offers in evidence the following certified copies from the Secretary's Office of the Interstate Commerce Commission, to-wit:

(1) Schedules of rates numbered 1 to 29, both inclusive.

(2) St. Louis Merchants' Bridge Terminal Tariff No. 3, in effect October 17th, 1890, and Supplements thereto attached.

(3) St. Louis Merchants' Bridge Terminal Tariff No. 4, in effect November 11th, 1890, and Supplements thereto attached.

(4) St. Louis Merchants' Bridge Terminal Circular No. 3, dated January 1st, 1891.

(5) St. Louis Merchants' Bridge Terminal Tariff No. 5, in effect September 18th, 1891.

(6) St. Louis Merchants' Bridge Terminal Tariff No. 6, in effect September 18th, 1891.

(7) St. Louis Merchants' Bridge Terminal Through Freight Tariff No. 8, in effect November 4th, 1891.

(8) St. Louis Merchants' Bridge Terminal Corrected Through Freight Tariff No. 8, in effect November 4th, 1891.

(9) St. Louis Merchants' Bridge Terminal Local Freight Tariff No. 7, in effect November 4th, 1891.

(10) St. Louis Merchants' Bridge Terminal Freight Tariff No. 11, in effect April 1st, 1892.

(11) St. Louis Merchants' Bridge Terminal Freight Tariff No. 12, effective February 13th, 1893.

Which certified copies are fastened together with the seal of the Interstate Commerce Commission.

Above exhibit is marked "Complainant's Exhibit No. 32."

Complainant offers in evidence the following certified copies from the Secretary's office of the Interstate Commerce Commission, to-wit:

Wiggins Ferry Company, East St. Louis Connecting Railway, St. Louis Transfer Railway Tariffs Nos. 5, in effect March 10, 1891; 6, in effect November 4th, 1891; 7, in effect April 1st, 1892, and 8, in effect January 10th, 1893.

Which certified copies are fastened together with the seal of the Interstate Commerce Commission.

Above exhibit is marked "Complainant's Exhibit No. 33."

Complainant offers in evidence the following certified copies from the Secretary's office of the Interstate Commerce Commission, to-wit:

(1) Terminal Railroad Association of St. Louis Freight Tariff No. 14, in effect September 28th, 1891.

(2) Terminal Railroad Association of St. Louis Freight Tariff No. 15, in effect September 28th, 1891.

(3) Terminal Railroad Association of St. Louis Freight Tariff No. 18, in effect April 1st, 1892.

(4) Terminal Railroad Association of St. Louis Freight Tariff No. 19, in effect January 1st, 1893, and Amendments Nos. 1, 2, 3, 4, 5, Exceptions to Tariffs 19 and 12, Notice dated May 15th, 1895, withdrawing Amendment No. 5, Amendments Nos. 6, 8, 9, 10, 12, 13, 14, 15, 16, 18, 19, 20, Copy of Amendment No. 6, Amendments Nos. 21, 22, 23 and 24.

Which certified copies are fastened together with the seal of the Interstate Commerce Commission.

Above exhibit is marked "Complainant's Exhibit No. 34."

Complainant offers in evidence certified copy of "Resolution adopted by the State Board of Equalization on April 20th, 1903, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies: Terminal Railroad Association of St. Louis; St. Louis Merchants' Bridge Terminal Railway Company; St. Louis Transfer Railway Company; St. Louis Bridge Company; St. Louis Merchants' Bridge Company."

Above exhibit is marked "Complainant's Exhibit No. 35."

Complainant offers in evidence certified copy of "Resolution adopted by the State Board of Equalization on April 18th, 1904, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies: Terminal Railroad Association of St. Louis; St. Louis Merchants' Bridge Terminal Railway Company; St. Louis Transfer Railway Company; St. Louis Bridge Company; St. Louis Merchants' Bridge Company."

Above exhibit is marked "Complainant's exhibit No. 36."

Complainant offers in evidence certified copy of "Resolution adopted by the State Board of Equalization on April 17th, 1905, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies: Terminal Railroad Association of St. Louis; St. Louis Merchants' Bridge Terminal Railway Company; St. Louis Transfer Railway Company; St. Louis Bridge Company; St. Louis Merchants' Bridge Company."

Above exhibit is marked "Complainant's Exhibit No. 37."

Complainant offers in evidence certified copy of "Resolution adopted by the State Board of Equalization on April 16th, 1906, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies: Terminal Railroad Association of St. Louis; St. Louis Merchants' Bridge Terminal Railway Company; St. Louis Transfer Railway Company; St. Louis Bridge Company; St. Louis Merchants' Bridge Company."

Above exhibit is marked "Complainant's Exhibit No. 38."

Complainant offers in evidence copy of Lease from the St. Louis Merchants' Bridge Company to St. Louis Mer-

chants' Bridge Terminal Railway Company, dated February 1, 1889.

Above exhibit is marked "Complainant's Exhibit No. 39."

Complainant offers in evidence copy of Lease from St. Louis Merchants' Bridge Company to Madison, Illinois and St. Louis Railway Company, dated August 1, 1893, lease of bridge, etc., for forty years from August 1, 1893.

Above exhibit is marked "Complainant's Exhibit No. 40."

Complainant offers in evidence copy of Agreement between the Union Depot Company of St. Louis and Atlantic and Pacific Railroad Company, Terre Haute & Indiaiapolis Railroad Company, Indianapolis and St. Louis Railroad Company, St. Louis and Southeastern Railway Company (Consolidated), and Ohio and Mississippi Railway Company, dated ————, 1874, for the construction and use of Union Depot.

Above exhibit is marked "Complainant's Exhibit No. 41."

Complainant offers in evidence copy of Agreement between Terminal Railroad of St. Louis and Terminal Railroad of East St. Louis, with the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, dated March 3, 1880, for use and operation of Terminal Railroads of St. Louis and East St. Louis.

Above exhibit is marked "Complainant's Exhibit No. 42."

Complainant offers in evidence copy of Lease from Union Railway & Transit Company of St. Louis and Union Railway and Transit Company (of Illinois) to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, dated January 1, 1879.

Above exhibit is marked "Complainant's Exhibit No. 43."

Complainant offers in evidence copy of Lease from the St. Louis Bridge Company and Tunnel Railroad of St. Louis to the Wabash, St. Louis and Pacific Railway Company and Missouri Pacific Railway Company dated July 1, 1881.

Above exhibit is marked "Complainant's Exhibit No. 44."

Complainant offers in evidence copy of Agreement between the Terminal Railroad Association of St. Louis, The St. Louis Bridge Company, The Tunnel Railroad of St. Louis, The Missouri Pacific Railway Company, and the Wabash Railroad Company, being the successor in interest of the Wabash, St. Louis and Pacific Railway Company, in the lease of the bridge and tunnel companies, dated July 1, 1881, hereafter mentioned.

Above exhibit is marked "Complainant's exhibit No. 45."

Complainant offers in evidence printed copy of Agreement for Reorganization of the St. Louis Terminals, October, 1889.

Above exhibit is marked "Complainant's Exhibit No. 46."

Complainant offers in evidence certified copy of the Articles of Incorporation of the Electric City and Illinois Railway Company, dated February 18, 1889.

Above exhibit is marked "Complainant's Exhibt No. 47."

Complainant offers in evidence certified copy of the Certificate of Change of Name, Increase of Stock, Number of Directors, etc., of the Electric City & Illinois Railway Company, dated September 28, 1891.

Above exhibit is marked "Complainant's Exhibit No. 48."

Complainant offers in evidence certified copy of Articles of Association of the "Interstate Sand & Car Transfer Com-

pany," filed July 20, 1896; of Statement increasing its capital stock from $90,000 to $300,000, filed June 27, 1898; of Affidavit changing its name to "Interstate Car Transfer Company," filed June 27, 1898; and of Statement increasing its Capital Stock from $300,000 to $500,000, filed May 9, 1902.

Above exhibit is marked "Complainant's Exhibit No. 49."

Complainant offers in evidence certified copy of Articles of Association of the Union Depot Company of St. Louis, with the several certificates thereon, filed May 12, 1874.

Above exhibit is marked "Complainant's Exhibit No. 50."

Complainant offers in evidence certified copy of Articles of Incorporation of the East St. Louis Belt Railroad Company, filed June 15, 1898.

Above exhibit is marked "Complainant's Exhibit No. 51."

Complainant offers in evidence certified copy of Articles of Incorporation of Terminal Railroad of East St. Louis, filed February 23, 1880.

Above exhibit is marked "Complainant's Exhibit No. 52."

Complainant offers in evidence certified copy of Resolutions of Stockholders of the Terminal Railroad Company of East St. Louis, filed March 6, 1885.

Above exhibit is marked "Complainant's Exhibit No. 53."

Complainant offers in evidence certified copy of Articles of Incorporation of The Venice and Carondelet Railway Company, filed February 18, 1880.

Above exhibit is marked "Complainant's Exhibit No. 54."

Complainant offers in evidence certified copy of Articles

of Incorporation of the Union Railway and Transit Company, filed April 14, 1874.

Above exhibit is marked "Complainant's Exhibit No. 55."

Complainant offers in evidence certified copy of Certificate of Decrease of Capital Stock of the Union Railway & Transit Company, filed July 14th, 1875.

Above exhibit is marked "Complainant's Exhibit No. 56."

Complainant offers in evidence certified copy of an act entitled "An Act to incorporate 'The American Bottom Lime, Marble and Coal Company,' approved February 18, 1857."

Above exhibit is marked "Complainant's Exhibit No. 57."

Complainant offers in evidence certified copy of an act entitled "An Act to revive an act entitled 'An Act to incorporate the American Bottom Lime, Marble and Coal Company,' approved February 18th, 1857," approved March 8, 1867.

Above exhibit is marked "Complainant's Exhibit No. 58."

Complainant offers in evidence certified copy of Certificate of Change of Name of the American Bottom Lime, Marble and Coal Company, filed April 23rd, 1873.

Above exhibit is marked "Complainant's Exhibit No. 59."

Complainant offers in evidence certified copy of Resolutions of Stockholders of the East St Louis and Carondelet Railway Company, filed May 29, 1880.

Above exhibit is marked "Complainant's Exhibit No. 60."

Complainant offers in evidence Guaranty Agreement between The Missouri Pacific Railway Company and others,

Proprietary Companies; The Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, and Terre Haute & Indianapolis Railroad Company, Guarantors of the St. Louis, Vandalia & Terre Haute Railroad Company: The Chicago & Alton Railroad Company, Guarantor of the Chicago & Alton Railway Company; Chicago, Burlington & Quincy Railroad Company, Guarantor of Chicago, Burlington & Quincy Railway Company; Terminal Railroad Association of St. Louis; and Central Trust Company of New York, and William Taussig, Trustees.

Above exhibit is marked "Complainant's Exhibit No. 61."

Complainant offers in evidence extract from printed report of Board of Equalization for the State of Illinois, found on the addition to page 137 thereof, as follows:

No. 55—East St. Louis Belt Railway Company.

Assessment per mile of Main Track	$7,500
Buildings on Right of Way	.....
Rolling Stock	.....

No. 56—East St. Louis & Carondelet Ry. Co.

Assessment per mile of main track	$5,900
Buildings on Right of Way	.....
Rolling Stock	.....

No. 57—East St. Louis Connecting Railway Comapny.

Assessment per mile of Main Track	$15,000
Buildings on Right of Way—	
Full Value	480
Assessed Value	96
Full Value	60,100
Rolling Stock—	
Assessed value	12,020

No. 70—Illinois Terminal Railway Company (Madison County).

Assessment per mile of Main Track	$ 4,500
Buildings on Right of Way—	
Full Value	17,500
Assessed value	3,500
Rolling Stock—	
Full Value	81,550
Assessed value	16,310

No. 71—Illinois Transfer Railway Company.

Assessment per mile of Main Track	$7,500
Buildings on Right of Way	.....
Rolling Stock	.....

No. 89—Madison, Illinois & St. Louis.

Assessment per mile of Main Track	$15,000
Buildings on Right of Way—	
Full Value	7,200
Assessed Value	1,440
Rolling Stock—	
Full Value	52,475
Assessed Value	10,495

Above includes assessment on Granite City and Madison Belt Railway Co. (found on page 162 of report).

No. 93—Missouri & Illinois Bridge & Belt (Madison County).

Assessment per mile of Main Track	$65,000
Buildings on Right of Way—	
Full Value	200
Assessed Value	40
Rolling Stock—	
Full Value	1,305
Assessed Value	261

No. 123—Terminal Railroad of East St. Louis.

Assessment per mile of Main Track	$ 30,000
Buildings on Right of Way—	
Full Value	100,000
Assessed Value	20,000
Rolling Stock—	
Full value	185,250
Assessed Value	37,050

At this point the further hearing of evidence in this cause is adjourned until to-morrow morning, Tuesday, May 14th, 1907, at half-past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, May 14th, 1907.

Met, pursuant to adjournment as above, on Tuesday morning, May 14th, 1907, at half-past ten o'clock, in the office of Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.:

Present: Hon. R. E. Rombauer, Special Commissioner.
Mr. E. C. Crow appeared in behalf of the Complainant.
Messrs. M. F. Watts and F. W. Lehmann appeared on behalf of the Defendants.

The following proceedings were had:

W. K. KAVANAUGH, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Mr. Kavanaugh, when the St. Louis Belt & Terminal Railway was sold to the Mississippi Valley Trust Company, as agent for certain of the proprietary lines of the Terminal

Railroad Association, do you know how much of that road had been completed if any? A. I know that a large percentage of the right-of-way—that is, to the best of my recollection, a large percentage of the right-of-way had been purchased, and some of it had been paid for, but a large percentage had been contracted for; and my recollection is that we had contracted for the power, for the rails, ties, and ballast.

Q. For the power? A. For the engines.

Q. Oh, the locomotives? A. Yes, sir. It is my recollection that all of those things had been done when the Terminal took it over.

Q. But there had been no actual construction work done? They took it over in July, 1902, according to the contract? A. Yes, sir, that is right. My recollection is that there had been some construction work started. I may be mistaken in that, but that is my recollection.

Q. Not much of it had been done, however? A. Not as compared to the total amount, probably; but there was considerable work done.

Q. Any rails laid? A. No, I don't think so.

Q. The stock had not all been issued, had it? A. I do not recall.

Q. The reason I ask that is that the contract shows that the right to the subscription was transferred. The corporation was organized in March, 1902, and sold in July, 1902, was it not? A. That is right. It is very likely that it was held in that shape, and the whole transaction was one contract. I don't remember, though, definitely about those things.

Q. The capital stock of that company had not been paid up in full, had it? A. That is another one of the features of the thing that I cannot recall. It was capitalized for $3,000,000.

Q. Well, you would know if the $3,000,000 had been

paid up, wouldn't you? A. Well, I know that we did not pay our share—

Q. (Interrupting) I mean at the time that you sold out. A. I think that arrangements had been made for the money with some trust company in New York. The reason I know that is that I O. K.'d a voucher paying that trust company a commission for the transaction. They did not put up the money, but they claimed their commission, and the Terminal Railroad Association preferred to make their own arrangements as to finances; but I know that that trust company in New York claimed their commission, and I saw the voucher, and O. K.'d it.

Q. How much money had been actually put up by you and your associates? A. That would be mere guesswork. I could not definitely state. I don't remember definitely.

Q. $30,000 or $40,000? A. I think more than that. I think we spent probably $100,000. And we contracted for a good many hundreds of thousands of dollars, which was assumed by the Terminal.

Q. What did you sell out for? A. Why did we sell out? Or at what price?

Q. At what price? A. We sold for $160,000.

Q. And the Terminal Railroad Association assumed all the obligations? A. Yes, sir.

Q. Who negotiated that sale, on behalf of your company? A. That sale was negotiated by Mr. Yoakum, is my recollection of it.

Q. B. F. Yoakum? A. Yes, sir.

Q. Of the Frisco Railway? A. Yes, sir.

Q. Was he a stockholder or officer of your company? A. He was a stockholder. You see, the St. Louis Belt & Terminal Railway Company was controlled by three interests, the Frisco, the Missouri Pacific, and the St. Louis Car Transfer Company. It is my recollection that Mr. Yoakum negotiated it.

Q. Did Mr. Yoakum and his friends control a majority of the stock? A. Yes, sir.

Q. Whom did he represent in those negotiations? A. He represented the majority.

Q. That was the three railroads? A. No. He represented the majority in that case, which would be the Missouri Pacific and the Frisco.

Q. Was the stock divided into thirds between the three companies? A. Yes, sir; we had that agreement.

Q. And you represented the Interstate Car Transfer Company? A. I represented the Interstate Car Transfer Company—yes, sir.

Q. Were the negotiations with your knowledge and consent? A. It came to me as a surprise. When I heard that negotiations had been gone into, it came to me as a surprise. But after the matter was presented to me, I finally agreed to the terms, for our people.

Q. Was the Frisco Road, at that time, a member of the Terminal Association? A. If not, they went in shortly after. I cannot recall as to that. I presume their records would show that.

Q. Was the Rock Island a member at that time? A. I think not. That is something the records would have to show. I cannot remember the circumstances.

Q. Had the agreement for the sale been made when you were notified of it? A. I don't know, positively. I don't know as Mr. Yoakum had positively agreed to turn over the majority of the stock. I know he informed me that he had up negotiations, and thought he had better sell. And I became convinced that was the only thing left for us to do.

Q. Had the Interstate Car Transfer Company stock been transferred to the St. Louis Belt & Terminal Railway? A. No, sir.

Q. That was an independent corporation, wasn't it? A. Absolutely independent. It was the Interstate Car Transfer

Company, the Frisco, and the Missouri Pacific, that made an agreement to father this St. Louis Belt & Terminal Railway Company.

Q. Why was the Interstate Car Transfer Company included in the sale? A. I did not know that it was included in the sale. They sold out at the same time, but I don't recall that it was included in one sale. It may have been, but they were separate corporations, and kept separate—separate stock-holders.

Q. The sales were not necessarily, then, one dependent upon the other? You sold the Transfer Company, didn't you? A. Yes, sir, I made the sale for that.

Q. Who did you negotiate with? A. Those negotiations were brought to me from Mr. Yoakum, also.

Q. Mr. Yoakum? A. Yes, sir.

Q. At the same time? A. At the same time

Q. Wasn't it an independent transaction? A. The sale was made as an independent proposition. Yes, sir. But at the same time—is my recollection.

Q. Did you insist on the sale of the Transfer Company, if the other property was sold? A. I don't recall my position in regard to it. I know that at first I did not want to sell either. I wanted to build that Belt Road to connect with my Interstate Car Transfer Company. That was my purpose in starting the Belt Railroad.

Q. You were a competitor of the Terminal Railroad Association? A. Yes, sir.

Q. And the sale of the proposed road, in respect to your property, left you, or would leave you, in the same position you were in before? A. Exactly.

Q. Do you know now whether you objected on account of its being left in that condition? A. I did at first. But after a while we agreed upon a price.

Q. You agreed upon a price for what? A. The Interstate Car Transfer Company.

Q. Was the first proposition of Mr. Yoakum to sell the Belt Railway Company separately, without selling the Interstate Car Transfer Company? A. I think he brought the propositions for both at the same time. That is my recollection.

Q. You signed the agreement, for the Interstate Car Transfer Company? A. Yes, sir.

Q. You don't know whether anybody other than the two railroads that you have mentioned held any stock in the St. Louis Belt & Terminal Railway Company? A. I think not.

Q. Were you an officer of that company? A. Yes, sir.

Q. What position did you occupy? A. I was made President of it. I think the first President was Russell Harding, and then, I think, I was made President afterwards.

Q. It was designed, you say, to operate with the Interstate Car Transfer Company, as a competitor of the Terminal Association? A. Yes, sir.

Q. Do you know why the Terminal bought it? A. No, sir; they wanted it, I presume.

Q. Were any statements made to you by Mr. Yoakum as to why the Terminal wanted it? A. I don't recall Mr. Yoakum's statements now. It has been a good long while ago. I just have general impressions.

C. A. VINNEDGE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your full name. A. C. A. Vinnedge.

Q. What is your occupation? A. I am secretary and auditor of the Terminal Railroad Association of St. Louis.

Q. How long have you occupied that position? A. Since April 1st, 1903.

Q. Do you occupy any official position with reference to the St. Louis Merchants' Bridge Terminal Railway Company? A. I am auditor of that company.

Q. The business of both roads, then, goes to your office? A. To my office, yes, sir. In the same office, rather.

Q. As Auditor of those two roads, do you have charge of the accounts that show the financial condition, and receipts and expenditures, and the items showing what they are for, etc? A. Yes, sir.

Q. I will ask you if you have anything to do with the books of the Wiggins Ferry Company—the accounts? A. No, sir. That is a separate corporation.

Q. Who is the auditor of that company? A. Mr. J. E. Gathright.

Q. Where is his office? A. It is located in the west end of Union Station.

Q. I will get you to examine this statement, and see if it was made up from your records, if you know anything about it. It is a statement purporting to show receipts and expenditures from January 1st, 1898, to June 30th, 1906, of the Terminal Railroad Association. A. (After examining statement) Yes, sir.

Q. That was made in your office? A. That was made in my office.

Q. I call your attention here to this item: "Earnings, All Sources, Freight, Passenger, Mail, Express, Upper Roadway, and Rental, Tracks and Ground." That amount for the year 1905 seems to be $2,933,831.22. That is gross receipts, is it not? A. That is gross receipts.

Q. Of the Terminal Railroad Association, proper? A. Of the Terminal Railroad Association, proper.

Q. That does not include the Merchants' Bridge Terminal Railway Company? A. No, sir.

Q. Nor the Wiggins Ferry? A. No; according to this statement it is only for the Terminal Railroad Association of St. Louis.

Q. That's what I want. That only covers the Terminal properties. Now, the records of your Association will show the same things with regard to the Merchants' Bridge Terminal Railway Company? A. Yes, sir. The accounts and records of the two companies are as entirely separate and distinct as those of the Missouri Pacific and Vandalia roads.

Q. Now, referring to this heading here, again, "Freight, passenger, mail, express, Upper Roadway and rental, tracks and ground," I will ask you if the item of freight, whatever it may be in dollars and cents, as included in this total, covers both local and through freight? A. Yes, sir.

Q. All freight revenue, from whatever source? A. Yes, sir.

Q. Does it include switching charges in the city? A. Yes, sir, every sort of earnings is included here.

Q. Every sort of earnings by the freight department? A. By the freight department and passenger department.

Q. The word "passenger" there is meant to cover all passengers on steam cars, is it? A. Yes, sir.

Q. All earnings of the road? A. Yes, sir. And that word "passenger" might be misleading, because we collect no fares from the passengers crossing the river, but the charge is on a per car basis.

Q. How about the local passenger traffic? A. We have no local passenger traffic over the Eads Bridge. It is all handled by the trains of other companies.

Q. Of other companies? A. Of other companies; the railroads entering St. Louis.

Q. Haven't you any local traffic? A. Not over the Eads Bridge.

Q. Isn't there a train runs up to the Union Stock Yards? A. There is a train runs to our shops, for shop employes.

Q. Well, isn't there one that carries passengers to the Union Stock Yards? A. I think there may be a train that goes over the Merchants' Bridge, and goes down that way.

Q. And none over the Eads Bridge? A. Not to my recollection.

Q. And there is no local passenger earnings in that statement? A. None that I would classify as local tickets sold by the Terminal Railroad Association. That all accrues to the different roads. We sell tickets at Union Station between St. Louis and East St. Louis.

Q. You sell tickets, also, don't you, over the Terminal—over the Merchants' Bridge Terminal, to local stations on the other side of the river, and from the other side of the river to St. Louis? A. Not on the Terminal—no, sir.

Q. Not on the Terminal? A. No, sir.

Q. Do you on the Merchants' Bridge Terminal? A. The Merchants' Bridge Terminal has tickets reading from Union Station to Granite City, Madison, and perhaps other points.

Q. And then from those points to St. Louis? A. Yes, sir.

Q. What does the word "mail" as found on this statements, include? A. That is the amount received from the United States Government for the transfer of mail over the Eads Bridge.

Q. Are there any receipts over the Merchants' Bridge? A. Yes, sir.

Q. Does that come in another statement? A. That would come in another statement.

Q. What does the word "express" cover? A. The

amount received from the transportation of express matter over the Eads Bridge.

Q. This last is handled by the ordinary express companies? A. Yes, sir, by the express companies.

Q. Do you know what that rate is? A. Six and one-half cents per 100 pounds.

Q. For bridge transfer? A. Yes, sir.

Q. What is the rate the Government pays for mail, for bridge transfer? A. That is a lump sum per annum.

Q. Is there a basis on which it is fixed? A. That I could not say.

Q. What department fixes that for the Government? A. The Postoffice Department.

Q. I mean, what department of your road? A. I don't understand.

Q. What person, what officer connected with your road, fixes that matter with the Government, for the mail? A. I presume it would be taken up with our President.

Q. You don't know anything about that contract, or what it calls for? A. I know what it calls for. Yes, sir. For the transfer of mail.

Q. I mean, in dollars and cents? A. Yes, sir, I know the amount.

Q. How much is it? A. Fifty thousand dollars per annum.

Q. For the Eads Bridge? A. Yes, sir.

Q. Regardless of the quantity? A. Regardless of the quantity.

Q. This "Upper Roadway," what is that? A. The Eads' Bridge has an upper road-way, over which street cars, teams, pedestrians, etc., pass.

Q. That item of "Upper Road-way" includes what service—revenue from what service? A. Revenue from foot passengers, street car passengers, teams, etc., crossing on the upper road-way of the Eads' Bridge.

Q. What does this item of "rental" include? A. That includes amounts received from rent of property that is used partly in operation. A building, perhaps, at the entrance to the Eads' Bridge, which might be occupied by a fruit-stand, or as a waiting-room for the street-railway company.

Q. It is not rental from any property, as distinct from real estate, but rental from real estate property owned by the Company? A. Yes, sir, that is correct.

Q. Now, "Tracks and ground:" What item of revenue do you have from that? A. Well, some of the roads pay us trackage, where they use our tracks in reaching another road, or industries, where it is desirable for them to handle the cars with their own locomotives; so they pay us a trackage charge for passing over our tracks.

Q. What roads do that, do you know? A. I cannot recall the names of the roads. There may be several of them There probably are.

Q. What does this item of "ground," mean? A. That means, "rental of tracks and grounds." There may be industries located along our tracks, for instance a lumber yard that has track connection, and we rent them the ground on which their yard is located.

Q. This item of "mail and express," for which you receive the amount you stated above—that includes the mail and express from everywhere, doesn't it, no matter where it is from, or where it is destined to? A. Yes, sir.

Q. Without regard to destination or origin? A. Yes, sir, that is correct.

Q. And it comes from all parts of the country, and all parts of the world? A. Yes, sir.

Q. This item of "Union Station Rental,"—what does that include? I see for the year 1905 it is $543,890.62. A. The appraised value of the Union Station is taken, and five per cent per annum computed on that appraised value,

which amount is apportioned among the companies using the Union Station, on the car basis.

Q. On the basis of the number of cars they run into the Station annually? A. Yes, sir.

Q. Who makes that computation as to the valuation of the Union Station? A. I don't know how the original appraisement was made. It was six and a half million dollars.

Q. Is it always fixed on that basis? A. The original appraisement was $6,500,000. The Union Station agreement provides that as additions or betterments are made to the Union Station, additional facilities, additional buildings, additional coach-yards, etc., the cost of these additions shall be added to the appraised value, and five per cent per annum computed thereon.

Q. What was the valuation for 1905? A. Approximately $11,000,000.

Q. That increase was on account of additions and improvements? A. Yes, sir, there were additions since 1903. You will notice this reflected in these figures (indicating statement) to the amount of nearly four and a half million dollars.

Q. Was that all on the station, or part of it in the yards? A. Yards and station.

Q. Does the item of "Union Station" include anything other than the shed and the buildings? A. Yes, sir, there are coach yards.

Q. Does it include all those coach yards? A. Yes, sir.

Q. How far up do those yards run that are included in Union Station? A. Not very far; adjoining Union Station on both the east and the west.

Q. Those tracks that are immediately adjacent, up to about the 20th street bridge? A. Yes, sir.

Q. Does it go to the 21st street bridge? A. Yes, sir.

Those that are used for coach storage are considered as part of the Union Station.

Q. Were many of those acquired since 1903? A. There has been almost an entire re-arrangement of the tracks since that time.

Q. There has been no additional acquisition of property there, though, has there? A. I think so.

Q. At 21st Street? A. I could not state with reference to the location.

Q. You referred to the "Union Station agreement:" is that an agreement among the different railroad companies for the use of the Union Station? A. Yes, sir.

Q. Is that on file in your office? A. Yes, sir.

Q. I see you have included here statement of earnings of the Wiggins' Ferry Company—but that is only for three years, beginning the 18 months ending June 30th, 1904—for 1904, 1905 and 1906. Do you know where you got those earnings or do you have any personal knowledge on the matter; or did some of your clerks attend to it? A. That statement was prepared, I think, while I was absent; it was shown to me afterwards; but those figures were evidently secured from the Wiggins' Ferry Company.

Q. Coming down to the item of "Operating expenses," for the same year, 1905, I find the amount stated as $1,296,064.56. What general subjects are included in that item of operating expenses by the Terminal Railroad Association? A. All of the expenses.

Q. What are they? A. Maintenance of way and structures; maintenance of equipment—that includes locomotives and cars; and general expenses, which includes the general administration.

Q. What do you mean by "general administration"—salaries of officers, employees, etc.? A. Salaries of officials that have not been located; and other clerks and em-

ployes; and conducting transportation expenses, which includes locomotives and cars; and all expenses.

Q. Are the trainmen included in the item "conducting transportation? A. Yes, sir.

Q. And what other items? A. That would include fuel and supplies for the locomotives; agents; telegraph operators; "Conducting transportation" is a broad term; it is intended to cover all expenses incurred incident to the operation of trains.

Q. The actual operation of the roads? A. Yes, sir.

Q. Are there any other items included in that $1,296,-064.56? A. I believe those are the four principal headings.

Q. What do you mean when you say "Maintenance of Way?" What does that include? A. That means repair of tracks, road-beds, rails, ties, and bridges.

Q. It does not include any improvements or anything of that kind? A. No, sir.

Q. It is simply keeping the property in the same condition it was in before? A. Yes, sir.

Q. Of course the item of "Taxes" speaks for itself. A. Yes, sir.

Q. "Interest on bonds and loans, and rentals:" What amount of bonded indebtedness does that item represent interest on? A. That is for the years 1905 and 1906?

Q. Yes, sir. A. The bonded indebtedness of the Terminal Railroad Association of St. Louis at that time was $30,090,000.00.

Q. Has there been some issued since? A. $1,000,000 issued, and $100,000 retired by and through the sinking fund.

Q. That would make the present bonded indebtedness about $30,000,000? A. Yes, sir, about $30,000,000.

Q. That does not include the item of dividends paid on preferred or guaranteed stock that the Terminal Associa-

tion is responsible for under the terms of its contract with the old Eads' Bridge, does it? A. No, sir, that is considered as rental—it is rental.

Q. That is considered as a matter of rental? A. Yes, sir.

Q. Does that item of interest include the payment of interest on the bonds of the old subsidiary companies, like the Union Railway & Transit Company? A. There was no such bond issue.

Q. Then this item of interest which is included in this statement simply represents the interest on about $30,000,000 of bonded indebtedness of the Terminal Railroad Association? A. Yes, sir; it includes the interest on all the bonds of the Terminal Railroad Association of St. Louis, which amount to approximately $30,000,000.

Q. Some of those bonds, of course, are still in the possession of the Association, held for the purpose of retiring other bonds as they mature? A. They are not in the hands of the Association; they are in the hands of the trustee.

Q. But they still belong to the company until they are turned over? A. They are not considered as issued, or outstanding, at all. They are not considered in the account until they are issued.

Q. These included in this statement are all issued and outstanding? A. Yes, sir.

Q. This item of "loans;" what does that represent? A. That represents the amount of interest that we pay on our floating indebtedness, which is not covered by bonds.

Q. What do you mean by the term "floating indebtedness"? A. Bills payable to the banks and trust companies.

Q. Does it also include notes? A. And notes.

Q. Do you know what that amounted to in 1905? A. $3,100,000, to the best of my recollection—approximately.

Q. What has that been expended for? A. In additions and betterments to the property; construction work.

Q. At what points? A. All over the property.

Q. Principally at Union Station? A. Largely.

Q. During what period of years has that indebtedness been accumulated? A. 1903, 1904 and 1905.

Q. How much of that went into the sub-way at the Union Station? A. Approximately $1,000,000.

Q. Where did the balance of it go? A. Well, it went all over the property. A great deal of it was spent in the Union Station improvements which I spoke of, which cost approximately four and a half million dollars.

Q. Building those express buildings out there? A. Yes, sir; express buildings; and power house.

Q. How much did that cost? A. I cannot recall.

Q. You have those figures, though, haven't you? A. Yes, sir.

Q. Did you build a new power-house? A. Yes, sir.

Q. And a new inter-locking system? A. Yes, sir. And an addition to the Union Station freight shed of 180 feet.

Q. That is, extending on out 180 feet? A. Yes, sir.

Q. What does this item or " rental" include? A. We naturally have to pay rental for a good deal of ground that is occupied by our tracks.

Q. Where is that located, that you pay rental on? A. Principally in what is called "The Mill Creek Valley."

Q. East or west of the 21st Street bridge? A. I could not say definitely where it is.

Q. Will your records show that? A. Yes, sir.

Q. What other items of rental did you pay? There is a bridge rental that you pay, isn't there? A. Yes, sir. That is included in this item. That amounts to $55,000 a month for the Eads Bridge and the Tunnel Railroad.

Q. How much? A. Approximately $55,000 a month.

Q. Let's separate the two. The Bridge Company first: How much do you pay interest on as a rental for the bridge —how much on bonded indebtedness and stock? A. We

pay seven per cent on $5,000,000 of bonds; six per cent on $2,490,000 first preferred stock; and three per cent on $3,000,000 second preferred stock.

Q. That makes $10,490,000 on the bridge? A. Yes, sir. For the Tunnel Railroad of St. Louis, which embraces the tunnel property, we pay six per cent on $1,250,000.

Q. Those items are paid, under the contracts, as rental for that property? A. As rental for the property.

Q. The title to that property is not in the Terminal Railroad Association? A. No, sir.

Q. But you hold it under your lease? A. Under the lease.

Q. Are there any other items of rental included in that statement? A. Not that I recall, but it covers everything that we pay in the way of rental.

Q. Do you pay any rentals on the east side? A. I think not.

Q. Are there none of those subsidiary roads over there that the Terminal Association has guaranteed? How about the Merchants' Bridge Terminal Railway? Wasn't there a contract made in 1903 guaranteeing the payment of interest on the bonds? A. Yes, sir.

Q. For the use of that property? A. I cannot say as to why it was, or what it was.

Q. You just know it was done? A. I know it was done.

Q. Does the Terminal Association make any payment for that now? A. No, sir, it was simply a guarantee.

Q. They don't have to make good on it? In other words, it carries itself? A. It carries itself.

Q. Then there is no expenditure for that? A. No, sir.

Q. Is there any expenditure for any of those east side properties, in the way of rentals? A. None that I recall.

Q. Well, you would likely know it, if there was, would you not? A. Yes, sir.

Q. You have under the item of "Improvements" here, for

the year 1905, $10,773.00; that is correct, is it? A. Yes, sir.

Q. And in the previous year $355,333.72; and in 1902, $73,410.83; is that correct? A. Yes, sir.

Q. That includes all the improvements, does it? A. Yes, sir.

Q. If that is true, then, why was the floating indebtedness accumulated of $3,500,000—or $3,000,000 in round numbers, for improvements? A. I did not say "improvements." I said "construction and betterments."

Q. You don't include in this word "improvements," then, construction? A. No, sir.

Q. Just explain what that means? A. I can explain that by stating that Eads Bridge needed strengthening.

Q. On account of carrying heavier loads? A. Heavier loads, yes, sir. And I believe that included some repair work which was charged as "improvements" instead of ordinary repairs. "Improvements" as used there means extraordinary repair or renewals.

Q. Renewal of something which had existed theretofore? A. Yes, sir.

Q. And it does not include additions, and what you term betterments to the property? A. No, sir.

Q. That explains the matter. You have got an item of "Sinking Fund" in the year 1906, of $96,162.98. Will you explain what that means? A. Beginning with July 1st, 1906, the terms of the General Mortgage require that $100,000 worth of bonds be purchased and retired each year. In 1906 occurred the first annual period, and the bonds cost that amount.

Q. I see you have a "surplus" here in 1905 of $217,914.12. Does that mean an amount on hand over and above paying all those fixed charges as above enumerated? A. That means the difference between the receipts and the expenditures, as set forth on this sheet.

Q. The amount on hand over and above the amount of these items of expenditure? A. Yes, sir.

Q. And that represents earnings by the Terminal Railroad Association alone? A. By the Terminal Railroad Association alone.

Q. I see you have here an item of "Real estate, construction, etc.," for that year, expenditures amounting to $1,107,-755.20. What does that item of real estate include? A. That would include any real estate that was purchased for the extension of tracks or yards. And "construction" covers all new work; the construction of new side-tracks, the construction of new buildings, the installation of block signaling apparatus.

Q. I see in the year 1904 that was $9,098,003.53; is that correct? A. That was the year of our heaviest expenditures.

Q. Your books will show what that $9,000,000 was for, of course? A. Yes, sir.

Q. (Handing witness statement) This is a statement of "Proceeds from the Sale of General Mortgage Bonds and Expenditures" of the Terminal Railroad Association, made prior to June 30, 1906, which I show you, and ask you if you made that, or had it made from the records in your office? A. (After examining statement referred to.) It was made from the records in my office.

Q. This includes simply the application of Terminal Railroad bonds—that is the proceeds of the sale of them, to the Terminal property, and not of the Wiggins' Ferry, or the Merchants' Bridge Company, does it? A. No, sir. The accounts, as I said, are entirely separate and distinct.

Q. I see you have here first "Proceeds from sale of General Mortgage Bonds," $8,000,000 at 96.5, amounting to $7,720,000. Do you know when that sale was made, and to whom? A. That was before my connection with the company.

Q. All three of these items, then, of $8,000,000 and $5,000,000 and $5,000,000, were before your connection with the company? A. The last item was after my connection with the company.

Q. When was that sale of $5,000,000 made at 90? A. In June, 1904, I think.

Q. I now show you a statement from the Auditor's Office of the Terminal Railroad Association of St. Louis, headed "Bonds issued and sold and application of Proceeds;" I presume that comes from your office. Please examine it, and see if it did. A. (After examining statement referred to) Yes, sir.

Q. I call your attention to an item here, "Paid Jay Gould for properties of Union Railway & Transit Company of St. Louis, Terminal Railroad of East St. Louis, and associated properties, $5,000,000." What properties were acquired by that purchase? Will the records of your office show exactly? A. I think they will. That was before my connection with the Association.

Q. Well, if your office does not show it, what office would show it? A. I don't know of any, if our office does not show it. That is covered by an agreement.

Mr. Watts: That agreement was offered in evidence yesterday.

Mr. Crow: I know. The agreement reads that they were to be conveyed.

The Witness: They were conveyed.

Q. They were conveyed, were they? A. Yes, sir.

Q. "Construction of new Union Station." Is that the present Union Station—$1,746,000? A. That is the present station.

Q. Now, the item of "Discount on sale of bonds," amounting to $254,000. Do you know whether that includes a commission? A. No, sir; discount alone.

Q. Your records will show that fact, will they? A. Yes, sir.

Q. I call your attention to this statement: "Terminal Railroad Association of St. Louis, First Consolidated Mortgage Bonds, authorized $12,000,000—issued $5,000,000." Do the three following items, "Purchase Merchants' Bridge Terminal Railway stock," "Purchase Terminal Railway stock and bonds," and "Used in Construction of Union Station yards and belt lines," and also the line below that, "Discount on bonds sold, less premium," make up that $5,000,000? A. Yes, sir.

Q. And that was what the proceeds were used for? A. Yes, sir.

Q. What is that item, "Discount on bonds sold, less premium;" what does that mean? A. There was a premium on some of the bonds that were not sold at the time—the first issue.

Q. The first issue—what do you mean? On the $5,000,000? A. Yes, sir, the $5,000,000.

Q. Well, that was all counted in that $5,000,000 issue, wasn't it? A. Something like $4,000,000 or $5,000,000 of those bonds were sold later at a premium. Part of them were sold at a discount, and part at a premium.

Q. Were they sold about the same time? A. I cannot recall.

Q. Your records will show that, will they? A. Yes, sir.

Q. Here is an item, "St. Louis Merchants' Bridge & Terminal Railway Company, First Mortgage Bonds $3,500,000;" is that correct? A. Yes, sir.

Q. What does that item represent? A. That is the entire bonded indebtedness of the St. Louis Merchants' Bridge Terminal Railway Company.

Q. The next item is "Construction of Elevated Structure, $1,265,727.98." Does that mean an expenditure by the

Terminal Railroad Association? A. No, sir, by the Merchants' Bridge Terminal Railway Company.

Q. Does the Merchants' Bridge Terminal Railway Company own that structure from up about Carr Street to 8th and Gratiot? A. Yes, sir, that belongs to the St. Louis Merchants' Bridge Terminal Railway Company.

Q. "Construction of Southwest approach to bridge;" what bridge is that? A. That is the Merchants' Bridge. There are two approaches on the Missouri side.

Q. Two approaches, one from the north, and one from the south? A. One from the north, and one from the south.

Q. "Other construction work, $1,648,161.50": In a general way, do you know what that item represents? A. There were no special large items, but many small ones there, that go to make up that total. I cannot recall any special work that would cost a large sum.

Q. Here is an item of "Discount on Sale of Bonds, $464,353.52:" Does that represent any commission? A. Not to my knowledge, nor do I believe it does. I think that it is discount.

Q. Your books would show that? A. Yes, sir.

Q. Those last items I have mentioned—construction of elevated structure, construction of southwest approach to bridge, other construction work, and discount on sale of bonds—that represents money expended by the Merchants' Bridge Terminal Railway Company, and not the Terminal Railroad Association? A. Not the Association, no, sir.

Q. Then none of the proceeds of bonds of the Terminal Association went to pay any of these items of expenditure? A. No, sir.

Q. Next is "St. Louis Merchants' Bridge Company, First Mortgage Bonds, $2,000,000." Is that correct? A. Yes, sir.

Q. What does that represent? A. That represents the cost of the bridge.

Q. When you speak of the bridge, do you mean the bridge and its approaches, or the bridge with the spans and piers? A. The bridge and its approaches. The bridge property consists not alone of the bridge, but approaches.

Q. Those $2,000,000 paid for the approaches did they? A. And the bridge.

Q. Then, if that is so, why is there an item here of $121,757.00 for the construction of what is called "the southwest approach? Was that an additional approach? A. That is an additional approach. There are two, as I have stated, on the west side.

Q. Will your records show what was the cost of building the Merchants' Bridge, the spans and piers, and the approaches, separately? A. I could not say.

Q. Take the two propositions; the bridge with the piers, and then the approaches on either side: will your books show that? A. I could not say about that. I have never disovered it in the records.

Q. Do you know what it cost to build the Merchants' Bridge? A. No, I do not; other than that statement.

Q. That represents an expenditure not by the Terminal Association, but by the Merchants' Bridge Company? A. By the Merchants' Bridge Company.

Q. That includes then the application of the sale of how many bonds of the Terminal Railroad Association of St. Louis? Just look at the statement, and you can tell there. Not of the Merchants' Bridge Company, but of the Terminal Railroad Association. A. (After referring to statement) $12,000,000.

Q. That is the first two bond issues, then? A. Yes, sir; the first mortgage bonds, and the first consolidated.

Q. As I understand it, the application of the proceeds of none of the last mortgage bonds appear in that statement

about which I have been examining you: is that correct? A. No, sir, none in that statement.

Q. I have here a statement of "Annual Fixed Charges:" Does that cover any other charges than the Terminal Association property? A. Yes, sir.

Q. It covers all the properties that they operate, does it not? A. (After examining statement). It covers the Terminal Railroad Association of St. Louis; and the St. Louis Merchants' Bridge Terminal Railway; both companies.

Q. It does not include the Wiggins Ferry Company? A. No, sir.

Q. It just takes in the two bridges and the two railroad properties, the Merchants' Terminal, and the St. Louis Terminal? A. Yes, sir.

Q. I see an item here, "Interest on Terminal Railroad Association of St. Louis First Consolidated Mortgage Bonds, $5,000,000 at 5 per cent:" what $5,000,000 was that, and to what was it applied? Was that this item that is referred to in a preceding item in this statement (indicating) as "First Consolidated Mortgage Bonds?" A. Yes sir.

Q. Here is an item of "Interest on St. Louis Merchants' Bridge Company, First Mortgage Bonds, $2,000,000 at 6 per cent:" Does that cover the bonds that were issued and the proceeds used for the purpose of building the bridge? A. Yes, sir.

Q. Here is an item of "Interest on Terminal Railroad Association of St. Louis, First Mortgage Bonds, $7,000,000, at 4½ per cent." Is that included in the issue of $12,000,000 consolidated bonds? A. $7,000,000 of the $12,000,000?

Q. Yes, sir.

Mr. Watts: Those were the first mortgage bonds.

Q. Here is an item, "Interest on St. Louis Merchants'

Bridge Terminal Railway, First Mortgage Bonds, $3,500,000, at 5 per cent." Is that the $3,500,000 the payment of interest on which was guaranteed by the Terminal Railroad Association? A. Yes, sir.

Q. "Interest on St. Louis Bridge Company, First Mortgage Bonds, $5,000,000 at 7 per cent." Does that represent the $5,000,000 on which interest is paid as rental? A. As rental, yes, sir.

Q. "Interest on Terminal Railroad Association of St. Louis, General Mortgage Bonds, $18,000,000, at 4 per cent;" what items of bond issues and obligations does that cover—the $18,000,000? A. That is the general mortgage bond issue to date—to this time—$18,000,000.

Mr. Watts: Subsequent to December, 1902.

Q. Then that is a part of the $50,000,000 bond issue? A. Yes, sir.

Q. And those are issued and outstanding? A. Issued and outstanding.

Q. And those are reserved in the hands of the Trustee to retire what is not retired of the $12,000,000 consolidated bonds? A. Yes, sir.

Q. Now, "Dividends on St. Louis Bridge Company First Preferred Stock, $2,490,000." That represents the charge that you mentioned awhile ago in your testimony that is paid as part of the rental for the Bridge property? A. Part of the rental, yes, sir.

Q. "Dividend on St. Louis Bridge Company Second Preferred Stock, $3,000,000." That represents the same item of expenditure—rental on the bridge? A. That is also part of the rental.

Q. "Dividends on Tunnel Railroad of St. Louis stock, $1,250,000." That represents rental for the tunnel? A. Yes, sir.

Q. "Interest on Real Estate Bonds, $90,000 at 5%, and $195,000 at 4 per cent." What real estate bonds are

they? A. The $90,000 bonds are placed on real estate the location of which I do not remember; balance of unpaid purchase price on the property.

Q. On what—real estate? A. All real estate.

Q. Bought by the Terminal Railroad Association? A. Yes, sir, bought by the Terminal Railroad Association. And this $195,000 appears to be the same.

Q. That is, those two items representing $290,000 interest, is interest that is paid on obligations of the company for real estate that has been purchased, and which has not been entirely paid for? A. Deferred payments on real estate notes.

Q. Do you know where that real estate is located? Is it all in St. Louis, or where? A. Scattered all over the country. Principally in St. Louis.

Q. When was that indebtedness created, and when was the property acquired? A It consists of a very great many pieces, acquired at different times, running back several years—quite a number of years.

Mr. Watts: Q. Back as far as 1889, some of them; isn't that correct? A. Yes, sir

Mr. Crow: Q. Property that the company is using now? A. Yes, sir; which was acquired for the purpose of extending or enlarging its yards, track facilities, etc.

Q. Is it included in the General Mortgage of the Association, as part of the assets? A. Largely, yes, sir.

Q. And the description of the real estate which is in the General Mortgage largely includes this property? A. Some of it—yes, sir.

Q. You have an item of "Interest on Current Loans, not included in above amounts, $155,500 per annum." What is that? A. That is an estimate as to the amount of interest that would accrue, or be payable, on our floating indebtedness.

Q. Will the books in your office disclose whether or not the proprietary lines received any of the money from the proceeds of the sale of the bonds for $50,000,000 issued to reimburse the proprietary lines for any monies that may have been advanced in the purchase of the Wiggins Ferry property? A. They will.

Q. They will show that—as to whether or not that is true? A. Yes sir, they will show this expenditure as set forth in the statement here (indicating).

Q. How much is that? A. (Reading from statement) "Purchase of Wiggins' Ferry Company's stock, $7,426,-356.15."

Q. That was paid to the companies that had advanced the money, was it? A. Yes, sir.

Q. Does that represent the purchase of all of the stock of the Wiggins Ferry Company? A. Yes, sir.

Q. What about this next item, "St. Louis Belt & Terminal Railway Company's Stock?" A. That is altogether a separate institution.

Q. Yes. But were the proceeds of the sale of the $50,-000,000 bond issue used to pay that $160,000? A. Yes, sir.

Q. And also the $620,274.38 paid for the Interstate Car Transfer Company stock? A. Yes, sir.

Q. "The East St. Louis & Carondelet Railway Company stock, $1,250,000." Were the proceeds of the sale of the $50,000,000 bond issue used for that purpose, also?" A. Yes, sir.

Q. That is known as the "Conlogue Road," I believe? A. Yes, sir.

Q. You have an item here of "Louisiana Purchase Exposition stock, $50,000." Does that represent the subscription? A. Yes, sir.

Q. And the proceeds of the sale of the bonds were used to pay that? A. Yes, sir.

Q. I see you have an item here in this statement: "Proceeds from sale of General Mortgage Bonds and Expenditures to June 30, 1906," of "Real Estate, Construction, etc., $2,627,867.60." Does that include the expenditure at the Union Station in 1903 and 1904? A. All real estate purchased.

Q. Does that word "construction" include the additions that were made to the Union Station? A. Yes, sir, that is the total. "Real Estate, Construction, etc.," those are the items (indicating).

Q. That represents the expenditure from what day prior to June 30, 1906? A. From the issue of those bonds.

Q. The issue of which bonds, the $50,000,000? A. The $50,000,000 General Mortgage Bonds.

Q. Then, that would be from December, 1902, up to June 30, 1906? A. Yes, sir.

Q. But practically all of this money for construction and real estate was expended prior to and during 1905, wasn't it? A. 1903, 1904 and 1905.

Q. I say, prior to and during 1905; that is correct, isn't it? A. Yes, sir, that is correct.

Q. And it was in the years, as you say, 1903, 1904 and 1905, principally? A. Yes, sir.

Q. What does this item of "Equipment, $702,533.01" represent? A. That means cost of new locomotives, and perhaps some flat cars.

Q. Now, you have got, "General Construction Union Station, Additions and Betterments, etc., $5,482,419.27." That is the item that includes the Union Station, rather than the one previously referred to, up here (indicating)? A. Yes, sir. That (indicating preceding item) is for real estate alone. A separation is made as between real estate and other construction.

Q. Here is "Construction of St. Louis Belt & Terminal

Railway, $1,630,015.46." Was that paid from the proceeds of the sale of the $50,000,000 bonds? A. Yes, sir.

Q. Here is "Illinois Transfer Railway, $217,406.05." Does that represent the purchase of the stock of that company? A. No, sir. I think that represents the cost of construction of the property. I can say positively it does does not include the cost of the stock.

Q. That was a road that was built, then, by the Terminal Railroad Association? A. Yes, sir.

Q. Where is that road located? A. That is located in Illinois, and extends from near Madison to a connection with the Illinois Central tracks, I believe.

Q. Built for the purpose of the use of the Terminal Railroad Association? A. Yes, sir; a belt line.

Q. Now here is an item "East St. Louis & Carondelet Railway, $19,106.20." What does that represent. A. That represents the cost of additions to that property.

Q. "East St. Louis Belt Line Railroad, $7,297.83." What does that represent? A. That represents the cost of additions to that property.

Q. Do the records in your office disclose anything about the amount of equipment and rolling stock which is owned by the Company? A. Yes, sir.

Q. It will show that, will it? A. Yes, sir

Q. And will it show what was acquired with each one of the roads that was acquired—for instance, the Wiggins Ferry, the Interstate Car Transfer Company, the St. Louis Belt & Terminal Ry., and all those? A. Yes, sir, of the Belt & Terminal Railway. As I said, the Wiggins Ferry is separate and distinct.

Q. Then your records would not show what was acquired with that? A. My records would not show.

Q. Will they show what was acquired with the Interstate Car & Transfer Company, and the St. Louis Belt & Terminal Railway, and the East St. Louis & Carondelet

Railway? A. It will show the equipment acquired with the East St. Louis & Carondelet, but not the Wiggins Ferry nor the Interstate Car Transfer Company. It is a lump purchase price.

Q. Will it show with reference to the St. Louis Belt & Terminal Railroad Company? A. Yes, sir; that road is under construction.

Q. Will it show what you acquired in the way of equipment and rolling stock at the time you purchased it? A. Yes, sir, but I can say that there was no rolling stock, and no equipment. It was a road under construction and it is not yet completed.

Q. It is not completed now? A. I believe not.

The further examination of this witness is deferred until such time as he can examine the records in his possession in regard to certain matters, memorandum of which will be furnished the witness by Gen. Crow.

At this point, the further hearing of testimony in the above cause is adjourned until to-morrow, Wednesday, morning, May 15th, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, May 15th, 1907.

Met, pursuant to adjournment as above, on Wednesday morning, May 15th, 1907, at half-past ten o'clock, in the office of the Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner. Mr. E. C. Crow appeared in behalf of the complainant. Mr. M. F. Watts appeared in behalf of the defendants.

The following proceedings were had:

J. E. GATHRIGHT, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. J. E. Gathright.

Q. You are the Auditor of the Wiggins Ferry Company? A. Yes, sir.

Q. How long have you ocupied that position? A. Since March 1st, 1903.

Q. Were you with the Wiggins Ferry Company when the stock was sold, in 1902? A. No, sir.

Q. You were not with the company, then? A. No, sir.

Q. You went with the company after that? A. Yes, sir.

Q. Were you in the railroad business before that time? A. I was with the Interstate Car Transfer Company.

Q. With the Interstate Car Transfer Company? A. Yes, sir.

Q. What position did you occupy with the Interstate Car Transfer Company? A. Auditor.

Q. Are you still auditor of that company? A. Yes, sir.

Q. Then you are auditor of both the Wiggins' Ferry Company and the Interstate Car Transfer Company? A. Yes, sir.

Q. As auditor of the Wiggins' Ferry Company, and of the Interstate Car Transfer Company, do the records in your office show the receipts and expenditures of monies by those companies? A. Yes, sir.

Q. Do you make an annual report of receipts and expenditures? A. To whom?

Q. To any one—any of your superior officers, or anybody else? A. Oh, yes, sir, to the management.

Q. To the management? A. Yes, sir.

Q. Have you got such a statement for 1903 and 1904? A. For the Wiggins' Ferry Company?

Q. Yes, sir. A. Yes, sir.

Q. Is that in a shape where you can get at it pretty handy, and furnish it to me? A. Well, at the close of each fiscal year, that is June 30 of each year, we make an annual report. Our fiscal year ends with June 30th. I keep a copy of those reports.

Q. Can you furnish me with such a copy? A. Yes, sir.

Q. Have you the same thing for the Interstate Car Transfer Company, also? A. Yes, sir.

Q. You have that for the years prior to 1903, as well, haven't you—say, from 1900? A. I think so; yes, sir.

Q. Will you furnish me that? A. I will; yes, sir.

The further examination of this winess is deferred until such time as he can produce the statements asked for.

At this point, the further hearing of testimony in this cause is adjourned until Monday morning, May 20th, 1907, at half-past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, May 20th, 1907.

Met, pursuant to adjournment as above, on Monday morning, May 20th, 1907, at half-past ten o'clock, in the office of the Special Commissioner, Hon. R. E. Rombauer, Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner. Mr. E. C. Crow appeared on behalf of the Complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared on behalf of the defendants.

The following proceedings were had:

EDWARDS WHITTAKER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Edwards Whittaker.

Q. You were connected with the company that built the railroad bridge at Alton? A. Yes, sir.

Q. In what capacity? A. I was one of the underwriters in the construction company, and afterwards was a director.

Q. Were you connected officially with the company at the time the property was sold? A. Yes, sir; a director.

Q. Do you know who opened the negotiations for the purchasers? A. Yes, sir.

Q. Who was he? A. William Duncan.

Q. Who is he? A. He was interested in the company that opened negotiations with Mr. Joseph Ramsey.

Q. He opened the negotiations in behalf of the Alton Bridge Company? A. Yes, sir.

Q. Who did Mr. Ramsey represent? A. Mr. Ramsey told us he represented the Terminal Railroad Association, at first.

Q. The Terminal Railroad Association? A. Yes, sir.

Q. Subsequently, whom did he say he represented? A. Subsequently there was some disagreement in the Association, on the inside, and he told me that it was bought by certain railroads, that are all members of the Terminal Association individually.

Q. Do you know what was the trouble with the Terminal Association, why the Terminal Association itself did not buy it outright? A. There was some disagreement inside. My understanding was that there were eleven roads that comprised the Terminal Railroad Association at that time, and it required a two-thirds vote to buy any property, and there were four roads that objected to it. They had seven,

but lacked the one. And after that was unsuccessful, the seven considered that they were morally obligated, and they took the property over.

Q. At that time was there a contract with the Burlington Railroad about the Alton Bridge? A. That contract had been abrogated through a receivership.

Q. Receivership for the bridge? A. Yes, sir.

Q. In what way had it been abrogated? A. It was foreclosed. The property was re-organized. There never was any binding agreement between them, any written contract.

Q. What was the price paid for the bridge? A. They assumed the mortgage of 800,000, and bought $790,000 bonds. That is, the new corporation took over all the stock. It had no debts except what they paid.

Q. The bonds were given to the stock-holders—the entire issue? A. Yes, sir.

CROSS-EXAMINATION, BY MR. WATTS:

Q. Please state what those seven roads were? A. As I recall it, the Iron Mountain, Missouri Pacific, Wabash, B. & O. S. W., Vandalia, Big Four, L. & N. That is my recollection.

Q. And the other four? A. The C. & A., Burlington, Southern, and Illinois Central.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. Have you any memorandum in your possession, or to which you have access, that will show the names of the seven roads that you have mentioned, and then show who were the actual purchasers at the final outcome? As a matter of fact, there are eleven roads now that finally bought it. A. I have no memorandum of that kind. A new corporation was organized, called the Illinois & Missouri Bridge & Belt

Railway, which issued a mortgage of, I think, two and a half millions. Isn't that correct, Mr. Watts?

Mr. Watts: I know nothing about that.

A. (Continuing). Whatever it was. And of that amount there was a portion of the first mortgage reserved to retire that, and the balance to make some further extensions and improvements. As to who composed that organization—I never saw those papers, or knew anything about it.

Q. Where is Mr. Duncan? A. In St. Louis.

Q. He could probably tell more about that than you can? A. After the negotiations were started he dropped out, and I conducted the negotiations.

Q. You conducted the negotiations? A. Yes, sir.

Q. You are sure that at that time it was represented to you that there were only eleven roads in the Terminal Railroad Association? A. Yes, sir, that is my recollection But it was delayed quite awhile, and I don't know what happened in the meantime. I should imagine it was fifteen or eighteen months before it was closed up. Isn't that so, Mr. Watts?

Mr. Watts: I know nothing about it.

A. (Continuing): Mr. Ramsey was the man that did all of the negotiating. The Terminal dropped out of it.

Mr. Watts: The Terminal never was in it.

JOHN M. CHESBROUGH, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. John M. Chesbrough.

Q. Are you connected with any railroad, Mr. Chesbrough? A. Yes, sir.

Q. What road? A. The Pennsylvania.

Q. Any other? A. No, sir.

Q. In what capacity? A. General Passenger Agent of the Vandalia part of it.

Q. Whereabouts, in the City of St. Louis? A. Yes, sir.

Q. You have charge of the sales of the tickets? A. Yes, sir.

Q. From St. Louis to points on the Atlantic Sea-coast? A. Yes, sir.

Q. And intermediate points? A. Yes, sir.

Q. On what road? A. I have general charge of their passenger business in all directions, east, west, and every direction.

Q. You mentioned the Vandalia portion of it? A. I mean the Vandalia portion of it. But I don't sell tickets in their ticket office.

Q. What is that? A. I don't sell tickets in the city ticket office.

Q. Who does that? A. Our ticket agent.

Q. Is he under your superintendence and control? A. Yes, sir, he is under my instructions.

Q. Does he sell tickets under your direction and control, to points on the Vandalia line, proper? A. Yes, sir.

Q. East of Pittsburg? A. The Pennsylvania Railroad east of Pittsburg.

Q. What is it west of Pittsburg? A. "The Pennsylvania Lines," it is known as.

Q. Are there two corporations? A. "The Pennsylvania Lines" is not a corporation. It is an advertising name.

Q. In selling tickets from St. Louis to New York City, what is the passenger mileage based on, how many miles? A. 1057 miles.

Q. What is the rate per mile? A. 2.19 cents.

Q. What is the fare to New York City? A. $23.50.

Q. What is the fare from New York City to St. Louis? A. $24.25.

Q. What is the reason of the difference? A. I cannot tell you. I don't make the fare from New York here.

Q. No, you don't make it anywhere. I understand that. A. I do make it east. I make it from here to New York, but not from New York here.

Q. What is the difference in the fare? A. 75 cents.

Q. The mileage is just the same from New York to St. Louis as from St. Louis to New York? A. Just exactly, the way we figure it.

Q. Are there any additional facilities furnished? A. No, sir.

Q. Any additional facilities coming here from New York, than going to New York from St. Louis? A. No, sir.

Q. Is any bridge fare charged on tickets sold here to New York? A. No, sir.

Q. Is there any from New York here? A. I cannot tell you.

Q. Why can't you? A. Because I do not make the fare from New York here.

Q. Who would know in regard to that fact? A. The Pennsylvania Railroad.

Q. That is rather indefinite. A. I mean the General Passenger Agent of the Pennsylvania Railroad.

Q. What is his name, and where is he located? A. George W. Boyd; New York.

Q. Since when did you cease to add twenty-five cents to the ticket from here to New York? A. Never did.

Q. How do you get that sum? A. Take it out of our earnings.

Q. Do you mean to say that the Pennsylvania Railroad Company has always paid that? A. For over twenty odd years.

Q. Don't you know it to be a fact that up until recent years they charged twenty-five cents bridge fare, and added it to the ticket? A. No, sir; not to New York.

Q. Didn't they to points this side of New York? Didn't they add twenty-five cents in addition to the regular mileage rate? A. Yes sir, except points like New York and some of those points, where the same rate per mile is made that is made from other western terminal points.

Q. Then, where St. Louis is in competition, for instance, with some other points, on which the rate is the same, the bridge transfer is eliminated? A. No sir—oh, no.

Q. Then what is it? A. The bridge fare is eliminated to certain eastern terminal destinations; or wherever we make the fare,—where it is not made on a certain rate per mile. Our fares to-day to Columbus, Pittsburg, and practically every point east of these, are made arbitrary.

Q. Just so much? A. Just so much; made an arbitrary fare, and the bridge arbitrary was not taken into consideration at all.

Q. In fixing the rate? A. No, sir.

Q. To points west of Columbus, Ohio, on your line—for instance, Indianapolis—is the bridge fare added? A. Yes, sir.

Q. And to all intermediate points, practically, to Columbus, Ohio? A. To Indianapolis. I will not say to Columbus. Indianapolis is the end of the Vandalia.

Q. Do you know anything about the rates from points west of Pittsburg and Columbus to St. Louis, as to whether or not the bridge fare is added? A. The fares are alike in both directions. Where it is added one way, it would be the other.

Q. Exactly similar? A. Not in every case, they are not alike. I could state some cases in which the fare is not alike in both directions.

Q. Do you know whether or not any of the other lines running east in competition with the Vandalia have practically the same system of charges? A. I think they have.

Q. That is, for common points? A. For common

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points—yes, sir. The New York fare is lower, you know, by certain lines. You can buy a New York ticket as low as twenty dollars.

Q. What line? A. The Southern Railway; the Henderson Route to Louisville; or the Clover Leaf

Q. You don't know anything about what they may do as regards bridge fare? A. They cannot add it to this figure, because it is arbitrarily made.

Q. What about their local fares? A. Their local fares, I think, are made the same as ours.

Q. You have no knowledge to the contrary? A. No, sir, I have no reason to testify other than that.

Q. I believe you have testified that you know nothing about the fares coming west, as to how they are made up? A. After you get east of Indianapolis, I have nothing to do with it.

Q. Do you from Indianapolis, west. A. Yes, sir.

Q. Are they made up the same way as the fares from St. Louis to Indianapolis are made up? A. Yes, sir, in many cases; not always. Any fare that makes on St. Louis would be.

Q. I mean on St. Louis. A. Any fare that makes on here. But there are many fares to points west from Indianapolis that do not make on St. Louis.

Q. I mean, Indianapolis to St. Louis proper? A. Oh, yes, sir.

Q. Is the rate the same each way? A. Yes, sir, each way.

Q. In through travel from Indianapolis to Kansas City or Denver, is there a bridge toll charged? A. Well, at present I should say no. I think the fare from Indianapolis to Kansas City does not make through St. Louis.

Q. That is, if the routing is over your line, still you do consider the bridge? A. No, sir, that is not the way I

mean that. We don't make the through rate It is made through Decatur or Hannibal and applied via St. Louis.

Q. In the application of it, the bridge toll would be eliminated? A. The bridge toll would be eliminated, so far as the charge for passengers is concerned.

Q. That is what I mean: we are talking about passengers now. A. Yes, sir.

Q. When bridge toll is added to points, say, from St. Louis to Indianapolis, what is the amount of the toll? A. Twenty-five cents.

Q. Per passenger? A. Yes, sir.

Q. Suppose your road made a rate from Indianapolis to some point west of St. Louis, would the bridge toll be added? Suppose it was made, as you say, on St. Louis? A. Yes, sir.

Q. Then the bridge toll is eliminated on traffic from points east of St. Louis to points west of St Louis only when it is made on some other town or city than St. Louis? A. Yes, sir.

Q. But when it is made on St. Louis, then the bridge toll is added to it? A. The bridge toll is in the St. Louis and Indianapolis fare, and naturally would be added to the through fare.

Q. Your department would have nothing to do with any arrangement that might be made with the Bridge Company for the transfer of coaches, passenger coaches, at so much a coach, would it? A. No, sir.

Q. What department of the railroad would handle that? A. The detail of it would be handled by the Transportation Department.

Q. Of your road? A. Yes, sir.

Q. Well, now, when you speak of the "detail," do you mean the making of the agreement or contract? A. No, sir, I don't think that would.

Q. Do you mean the arrangements? A. The carrying out of the arrangements.

Q. Well, what do you mean with reference to carrying out of the arrangements? A. I mean the same as I do in my department, in reference to the making of the fares. The Executive Department of our railroad would have to decide on these questions, possibly; the basis on which our fares are made, and in which our terminals should be handled.

Q. If there was an agreement for the hauling of cars, coaches, of the Pennsylvania Railroad, at so much per coach, when loaded or unloaded with passengers, what official or officials of the road would make that agreement or contract? A. I don't know that I can answer that.

Q. Can you tell me anybody that can answer it? A. Yes, sir.

Q. Who? A. Mr. McKeen, our General Manager, could answer that question.

Q. Where is he located? A. St. Louis; Century Building.

Q. You have no knowledge on the subject of whether or not there is any such an arrangement? A. Yes, sir, I have, but—

Q. No personal knowledge? A. No, sir, not that I have anything to do with. I know the basis on which it is handled, but I have no right to make use of that information.

Q. Then Mr. McKeen would be the proper man to call on for that information? A. Yes, sir.

Q. What are his initials? A. Benjamin McKeen.

Q. Manager of the Pennsylvania? A. Yes, sir, General Manager.

Q. Where is he located? A. Century Building.

CROSS-EXAMINATION, BY MR. WATTS:

Q. What bridges does your road use for crossing the river? A. Both of them.

Q. For passenger trains? A. Yes, sir.

Q. How many passenger trains do you run across the river a day? A. Nine trains a day, I think, each way—eighteen altogether.

Q. How many pass over the Merchants' Bridge? A. I think ten over the Merchants' Bridge, and eight over the Eads' Bridge.

Q. Why do you use the Merchants' Bridge in preference to the Eads' Bridge? A. To avoid the tunnel.

Q. How long have you been using the Merchants' Bridge for passenger trains? A. Since before the World's Fair. I don't remember just exactly when.

At this point, the further taking of testimony in this cause is adjourned until tomorrow morning, May 21st, 1907, at half-past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, May 21, 1907.

Met, pursuant to adjournment as above, on Tuesday morning, May 21st, 1907, at half-past ten o'clock, in the office of the Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow, and Hon. Chester H. Krum appeared in behalf of the complainant.

Mr. M. F. Watts, and Mr. F .W. Lehmann appeared in behalf of the defendant.

The following proceedings were had:

J. L. WADDELL, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. J. L. Waddell.

Q. Where do you live? A. Kansas City, Mo.

Q. What business are you in? A. Civil Engineer.

Q. How long have you been in that business? A. About thirty-two years.

Q. In what institution did you learn your profession? A. In the Renssalaer Polytechnic of Troy, N. Y.

Q. Have you any degrees from any other institutions besides that? A. I have degrees from McGill University, and the Missouri State University.

Q. Have you been in general civil engineering work? Have you been engaged in the railroad business any? A. Yes, sir; I started in in railroading very soon after I graduated, and had a general practice for several years. And then I was Assistant Professor at the Renssalaer Polytechnic for two years; and afterwards I was full Professor of Civil Engineering in the Imperial University of Tokio, Japan.

Q. How long did you remain at Tokio? A. Four years.

Q. Then where did you go? A. I came back to this country.

Q. What point? A. I settled in Kansas City soon afterwards. I settled in Kansas City about January 1st, 1887.

Q. Is there any particular line of civil engineering that you have made a specialty? A. Bridges.

Q. How long have you made bridges a specialty? A. Twenty-six or twenty-seven years, counting in the four years that I was in Tokio; I spent all my spare time there investigating bridges and writing books.

Q. Have you written any books on bridges? A. A number of them.

Q. Tell us what you have written? A. The first book was "Designing of Ordinary Iron Highway Bridges," published in 1884, in this country. The second, "A System of Iron Railroad Bridges for Japan," written at the request of the Japanese government, and published by them for private circulation only. The third "De Pontibus," which is a standard work on bridges, published about ten years ago. And the fourth, Specifications of Steel Bridges." There is another coming out, on "Engineering Specifications and Contracts," to be published shortly. And then Mr. John Lyle Harrington has collected some twenty-two of my papers and published them in book form—which is partially my work.

Q. Have you made an investigation in recent years with reference to material for construction of heavy traffic bridges? A. Yes, sir. I have been employed for the last three years and a half on an investigation of nickel steel for bridges.

Q. Nickel steel? A. Yes, sir.

Q. What was the result of that? A. The result of that, I think, will be that nickel steel will replace the ordinary carbon steel for bridge building, especially for long spans.

Q. Was any expense, and if so how much, connected with your investigation of that matter? A. The total cost of the investigation?

Q. Yes, sir. A. Somewhere about fifty thousand dollars.

Q. Have you built any large bridges anywhere in the world? A. Yes, sir, quite a number of them.

Q. Tell us a few of the principal engineering works that you constructed? A. Four bridges over the Missouri River—Sioux City, East Omaha, Jefferson City, and St. Charles. Two bridges over the Red River—

Q. Which Red River? A. In Texas.

Q. Railroad bridges? A. Railroad bridges.

Q. What was the character of the Missouri River bridges? A. They are iron. The Sioux City bridge is iron, railway, motor and wagon bridge, and pedestrian. The East Omaha is the same. Jefferson City is purely a wagon bridge. And the St. Charles bridge is a wagon and motor bridge.

Q. What were the Red River bridges? A. Railroad bridges. One at Index, Texas, and the other at Alexandria, Louisiana.

Q. What other large bridges have you constructed? A. I have constructed some two hundred and fifty bridges, large and small, for the Vera Cruz & Pacific Railroad, in Old Mexico. And some four or five million dollars' worth of elevated railroad in Chicago. And I was consulting engineer on some ten million dollars' worth of elevated railroad in Boston. I have designed and made standard plans for the principal railway systems of Japan. And plans for bridges and light-houses for Cuba.

Q. For the Government of Cuba? A. Yes, sir. And ten large bridges for the International and Great Northern of Texas.

Q. Have you built any bridges anywhere else on this continent, other than the United States and Mexico? A. Yes, sir, I built a modern bridge for the government of British Columbia.

Q. Where? A. At New Westminster, over the Frazer River.

Q. What was the length of that? A. The length of the crossing was about 2,100 or 2,200 feet, from bank to bank.

Q. What kind of bridge was that? A. That was a combined railway, motor, wagon and pedestrian bridge.

Q. What was the depth of the water there? A. Eighty feet.

Q. What was the condition of the water, with reference

to currents? A. The current was about five miles per hour, and flowed both ways.

Q. What was the occasion of that, tidal action? A. A tidal current.

Q. Have you made any investigation of the two bridges across the Mississippi River at St. Louis, and if so, how did you come to make it? A. I have. I made a report lately, at your request. I made a report lately on the Eads and Merchants' Bridges, at the request of Mr. Crow; and I have with me this morning the report that I presented to him.

Q. Prior to the time that I requested you to make an examination of those bridges and make a report on them, did you have any connection with either one of them, in the way of investigating them, prior to the time that you made the plans that you submitted to the city? A. I did, years ago, in connection with the Merchants' Bridge. I was associated with one of the unsuccessful bidders on that work—temporarily associated with him.

Q. Did you make a detailed estimate of the cost of construction of those two bridges, or of bridges that would do the service that they are doing at this time? A. At your request, I made estimates of cost, complete in every particular, for modern bridges, to carry modern live loads, to replace these bridges—the Eads and the Merchants'.

Q. Would the bridges that you have made estimates for do the service that these bridges are doing? A. Yes, sir, much better service.

Q. Will you explain the term "live loads," as you use it? What do you mean by that? A. A live load means the load that is carried over, the moving load. It may be a railway load, or motor cars, or wagons, or pedestrians.

Q. Is there any difference in the character and weight of live loads now and what there was when these two bridges were erected? A. A great difference.

Q. What is the difference? A. It has doubled within twenty or twenty-five years. The live load is double. That is, for railways—not for highways.

Q. Is there any difference in the train load now, and the train load when these bridges were erected? A. Yes, sir; the train loads nowadays are fully double those at the time that the Eads Bridge was built.

Q. Is there any difference in the locomotive and the cars, as to their carrying capacity? A. Yes, sir, the locomotives are very much heavier. They weigh twice as much as they used to.

Q. Is there any difference in the capacity of the cars, the freight cars? A. Yes, sir, they are twice as large.

Q. What is the effect of that increase in weight and carrying capacity on the use of a bridge built twenty years ago, in the practical operation of the bridge? A. It makes the old bridges unsafe after awhile. It depends a great deal on how they were designed. The bridges in the old times were designed looking ahead some, but not enough. They figured on an increase in live load, but they did not estimate on anything like what developed.

Q. Do these facts, the increase in the carrying capacity of the train, and the weight of the train, have anything to do with the wear and tear on the old bridge, and the bridge that would be erected nowadays? A. It would wear out a very old bridge—for two reasons. First of all, the load nowadays is much greater than it used to be; and in the second place, in the old days they did not know how to design bridges as they do now. Consequently they are very faulty in their details—and that is where they wear out.

Q. What is the effect of the increased load, and the increased carrying capacity, on the bridge—as to whether or not it would wear it out more readily than a new bridge? A. Oh, decidedly, it would wear it out more rapidly. That is the reason so many bridges are being taken out all over

the country. I have examined a good many miles of bridges and have taken out quite a number.

Q. Have you an estimate, in detail, of these two bridges? A. I have.

Q. Will you let me see it, please. A. (Witness produces estimate referred to, which is examined by counsel for both complainant and defendants.)

Mr. Crow: I offer this estimate in evidence.

Which estimate is in words and figures as follows, to-wit:

J. A. L. Waddell,
M. Inst. C. E.
M. Am. Soc. C. E.

J. L. Harrington,
M. Am. Soc. C. E.
M. Inst. C. E.

WADDELL & HARRINGTON,

Consulting Engineers.

Main Office: 608-611 New Nelson Building.

Tel., 2558 Main. Kansas City, Mo., May 20, 1907.

Edward C. Crow, Esq.,
St. Louis, Mo.

Dear Sir: On the 15th inst. you requested me to prepare for you as accurate estimates as possible of what it would cost to replace the Eads and Merchants' bridges with modern structures designed to carry modern live loads of the same general character as those carried by existing structures, and using current prices of materials and labor. In the case of the Eads bridge, you preferred to have me figure on simple spans rather than upon arches like those of the present structure; and you desired me not to employ any timber trestle but to adopt instead either steel trestle or earth embankment. In other words you wished me to estimate on permanent structures.

Immediately after receiving your instructions I procured a small scale plan and profile of each of the bridges, then

made a personal examination of the Eads bridge and its approaches, and concluded arrangements to have made for me the next day and sent by wire the necessary measurements of the approaches to the Merchants' bridge.

As I possess a copy of Woodward's book on "The St. Louis Bridge," and as years ago I was interested in the preparation of one of the competitive plans for the Merchants' bridge, I soon accumulated ample data for making the required estimates; my firm has lately made a number of estimates of cost for the proposed "Free Bridge" at both Cass and Chouteau Avenues, consequently I have at hand all the latest schedule prices for the materials that would enter into the construction of Mississippi River bridges at St. Louis.

The live loads adopted for the estimates were taken from the specifications of my De Pontibus, Class R being used for the railway floor, Class B for the wagon floor, and Class C for the footwalks. For the street railway floor system a continuous line of eighty thousand (80,000) pound cars on each track was employed. For the trusses there was adopted a combination of a Class U load on each railway track with street railway cars, heavy vehicular traffic, and pedestrians on the other floors.

The entire area covered by the roadways and the street car tracks, including the spaces between the trusses, and the sidewalk areas assumed to be floored with steel buckled plate covered with a thin layer of asphaltic concrete, on which rest the wooden paving blocks and the asphalt sidewalks.

In case of doubt about the exact cost of any work, I have been liberal in my assumption—for instance, in figuring the cost of embankments, not knowing where the earth would be procured, I have allowed forty (40) cents per cubic yard, although thirty-five (35) cents would probably suffice.

The most important of the schedule rates that I have used are the following:

Carbon steel superstructure for river spans erected and painted, four and three-quarter cents (4.75c) per lb.

Ditto for steel approaches, three and eight-tenths (3.8c) per pound.

Railway wooden floor and rails, four dollars ($4.00) per lineal foot of single track.

Creosoted block pavement for roadways, two dollars ($2.00) per square yard.

Asphalt pavements for sidewalks one dollar ($1.00) per square yard.

Mass of cribs and caissons of piers in place, eighteen dollars ($18.00) per cubic yard.

Concrete shafts of piers in place, twelve dollars ($12.00) per cubic yard.

Limestone facing stones in place, twenty dollars ($20.00) per cubic yard.

Granite coping stones in place, thirty dollars ($30.00) per cubic yard.

Excavation for pedestals, fifty cents (50c) per cubic yard.

Concrete for pedestals, eight dollars ($8.00) per cubic yard.

Piles in place, sixty cents (60c) per lineal foot.

Earth embankment, forty cents (40c) per cubic yard.

Railway track on embankment, including ballast, four dollars ($4.00) per lineal foot of single track.

For the cost of shore protection, right-of-way, and property damages, not having any data, I had to use my judgment; but I believe I have been liberal in making allowances for these items.

Please note that in estimating the cost of right-of-way I assumed values approximating to those existing at the dates when the bridges were built, and not those ruling to-day;

as this appears to me to be the fairest practicable assumption.

The cost of engineering I took at the standard rate of five (5) per cent of the total cost of completed structure; and I made an equal allowance for the cost of financing and administration.

On the preceding basis my estimates of total cost are as follows:

Eads Bridge.

One 550′ span at $760.00 per lin. ft=	$418,000.00
Two 534′ spans at $745.00 per lin. ft.=	795,660.00
Two 237′ spans at $470.00 per lin. ft.=	222.780.00
Pier No. 1	11,000.00
Pier No. 2	49,000.00
Pier No. 3	110,000.00
Pier No. 4	141,000.00
Pier No. 5	133,000.00
Pier No. 6	51,000.00
Combined Ry. & Wagon Trestle 1,350′ at $250.00=	337,500.00
Highway Trestle, 1,250′ at $150.00=	187,500.00
Railway Trestle, 1,250′ at $102.00=	127,500.00
Short Span, 50′ at $70.00=	3,500.00
Four (4) abutments, say	60,000.00
Embankments, 200,000 cubic yards at 40c	80,000.00
Tracks on Embankments 3,200 lin. ft. at $4.00	12,800.00
Shore Protection, say	25,000.00
Right-of-way and Property Damages, say	100,000.00
Summation	$2,865,240.00
Engineering, Financing, and Administration, 10%	286,524.00
Grand Total Cost of Structure	$3,151,764.00

As a check on the preceding total cost, I beg to state that Waddell and Harrington's estimate for the cost of a similar structure at Chouteau Avenue, without any allowance for financing and administration, was $3,004,000.00. Adding five (5) per cent for these items would make the total cost about $3,150,000. This is an unusually close coincidence. However, the $125,000.00 for shore protection and right-of-way should not be included in the comparison, as nothing was allowed for these items in the Chouteau Ave. design.

Merchants' Bridge.

Three Spans of 517 ft. each at $445.00 per lin. ft.=	$690,195.00
Piers No. 1 and No. 4 at $65,000.00 each (average)=	130,000.00
Piers No. 2 and No. 3 at $83,000.00 each (average)=	166,000.00
Steel Trestle 3,160 lin. ft. at $116.00 per lin. ft. (average)=	366,560.00
Five (5) Short Spans and their four (4) Pedestals=	58,000.00
Ten (10) abutments	138,000.00
Earth Embankments, 640,000 cu. yds. at 40c=	256,000.00
Track on same, 17,400 lin. ft. at $4.00=	69,600.00
Shore Protection, about	15,000.00
Right-of-way and Property Damages, say	50,000.00
Summation	$1,939,355.00
Engineering, Financing and Administration, 10%	193,935.00
Grand Total Cost of Structure	$2,133,290.00

As check on a portion of the preceding figures, I would state that the contract price for the three (3) main spans,

four (4) main piers, and the eight hundred and fifty (850) feet of steel trestle which was built at the same time as the main spans, was a little less than one million and seventy thousand dollars ($1,070 000.00). This figure was tendered on the work by the unsuccessful bidder with whom I was then temporarily associated.

The corresponding figure taken from my preceding estimate of cost is one million, eighty-four thousand, seven hundred and ninety-five dollars ($1,084,795.90).

There is one important point in connection with my estimates to which I desire to call your attention, viz.: that while, because of the assumption of modern live loads, my estimates of cost of superstructure would be higher than the present values of the existing superstructures; on the other hand, my designs for substructure, while just as good in every particular, are decidedly more economic than those for the existing bridges. These two variations tend to balance each other, hence the close check in the case of the Merchants' Bridge. Very respectfully yours,

J. A. L. Waddell.

Q. What line of work are you engaged in now, in your profession? A. Bridge engineering mainly.

Q. These estimates that you made, are they based on the cost of material at this time? A. They are; the reason being that I have lately made a number of designs for bridges to cross the Mississippi River, in relation to the free bridge project; and I used the same schedule of rates in this estimate as I did in those estimates.

Q. Are the bridges that these estimates are made to cover located at the same points as the Merchants' and Eads bridges? A. Yes, sir. In fact, I have the profiles of the existing bridges, and I used those.

D. O. IVES, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence, and occupation? A. D. O. Ives; General Traffic Manager Wabash Railroad, St. Louis, Mo.

Q. How long have you been Traffic Manager of the Wabash Railroad? A. A year and eight months.

Q. How much of the road do you have charge of? A. All of it.

Q. All the road? A. That is, geographically; all the traffic.

Q. Then your jurisdiction as Traffic Manager extends both east and west of the Mississippi River? A. Yes, sir.

Q. When you became Traffic Manager of the Wabash Railroad, or soon afterwards, you announced that the Wabash would absorb the switching charges on all coal originating on your line, in Illinois, did you not? A. Yes, sir.

Q. What coal company is the principal purchaser of coal on the Wabash road in Illinois? A. I don't know the tonnage. I could give you the names of three or four companies that are among the largest.

Q. Isn't the Consolidated Coal Company, and the concerns it controls, the principal purchaser of coal on the Wabash road in Illinois? A. I am not positive that it is, on the Wabash in Illinois, but I think it is.

Q. If you don't know, who would? A. I could find out very easily. It is an easily demonstrated matter.

Q. That information is in your department, isn't it? A. No, I don't think we have the production of the different coal companies.

Q. The traffic? A. The traffic? We have that.

Q. Isn't the Consolidated Coal Company the one that

furnishes the most traffic in coal originating on your line in Illinois? A. I don't know. I cannot tell.

Q. Can you ascertain? A. I can easily ascertain.

Q. What other companies are there? A. The Illinois Colleries, Jones & Adams, and the Springfield Coal & Mining Co., the large companies.

Q. Are any of those companies controlled by the Consolidated? A. I don't think the Consolidated has control over any of them.

Q. Do you know who owns the Consolidated Coal Company? A. No, sir.

Q. Do you know who is at the head of the Consolidated Coal Company? A. As far as I know, Mr. Schmick is the head man, now. Mr. Busch was.

Q. What are Mr. Schmick's initials? A. William L. Schmick.

Q. Where is his office? A. In St. Louis.

Q. He lives here, does he? A. Yes, sir; but I really don't know to-day his title. There have been changes in the management of the Consolidated Coal Company.

Q. You can ascertain the volume of traffic of the Consolidated Coal Company, and other companies, in your department, can't you? A. Yes, sir.

Q. Will you do that, and furnish it to me? A. Yes, sir.

Q. Take it for the years 1903 and 1904. A. Just the Consolidated, or of that compared with other companies?

Q. The traffic by companies. A. Very well, I will attend to that.

Q. The effect of that order of yours, Mr. Ives, was to announce to the patrons of your road, originating business thereon, that the Wabash was willing to switch free of charge on the St. Louis side of the river all coal originating in Illinois, on your line? A. Yes, sir; but that was not the sole effect or object.

Q. But that was one effect? A. Yes, sir.

Q. Did you have any consultation with the managers or officers of the Consolidated Coal Company before you issued that order? A. Absolutely not, nor with any coal man.

Q. Did you with any of the officials of the Wabash road? A. With any official of the Wabash road?

Q. Yes, sir. A. Oh, yes.

Q. What officials? A. Mr. Delano, our President; and my own subordinate officers.

Q. Now, of course, Mr. Delano approved of the issuance of that order? A. Well, he was rather doubtful about it, and left it absolutely to my judgment.

Q. Then you assumed the responsibility in relation to that order? A. Absolutely; and originated the idea, so far as I know.

Q. The coal that originates on the Wabash road in Illinois is mostly destined to St. Louis, is it not? A. No, sir.

Q. It is not? A. I don't think so.

Q. Where does it go? A. I am sorry that I did not know the line of your questioning. I could have refreshed my memory. It may possibly seem to you that I am ignorant of the traffic, but we have a great many lines of traffic. I should say, as a rough guess, that we send four times as much to Chicago as to St. Louis—and perhaps ten times.

Q. What was the effect on other terminal lines in St. Louis, of the issuance of this order, so far as coal traffic originating in Illinois was concerned? A. It resulted in reducing the difference between the rates from Illinois mines to East St. Louis, and the rates from Illinois mines to St. Louis, from thirty cents to twenty cents.

Q. Why, for instance, did the Illinois Central have to reduce the rate for carrying the coal to East St. Louis, or have the bridge rate reduced? A. Shall I tell the whole story

in my own way? Or shall I just answer that direct question?

Q. Just as you like. A. The rate on coal from all mines in Illinois to St. Louis was thirty cents higher than it was to East St. Louis. I thought that was unfortunate to our industries in St. Louis, and I wanted to do what I could to revise it. It was not in my power to reduce that switching on mines other than the Wabash without performing a service for nothing. But where the Wabash hauled the coal and got a part of the revenue on the coal into East St. Louis, we were willing to furnish delivery on our side of the river, free. And out of that thirty cents rate charged by the Terminal, ten cents was allowed to the Wabash. So we waived that ten cents, which made the rate on the Wabash mines, which competed with all the other mines, ten cents less from Wabash industries than from other industries, and on other mines.

Naturally, as I supposed when I did it, the competition would have to be met, and the Terminal promptly met it by making a rate of twenty cents to all their industries, and the other roads did the same, absorbing the switching on coal on other roads, originating at mines in Illinois, to St. Louis industries.

Q. Then, it was the influence of the action of the Wabash, in absorbing the 10 cents switching charges to industries on Wabash tracks on coal originating in Wabash mines in Illinois, that caused the Illinois Central and other lines, the terminal lines, to have to meet that competition by making a coresponding reduction either in switching charges or bridge charges? A. That was the direct cause. I think they were glad to do it. I think the Terminal Association officers were glad to do it—from the talk I had.

Q. That was the way the ten cent reduction on the bridge arbitrary was brought about, to meet the competition of

the Wabash? A. Yes, sir, that was the direct cause, the competition of the Wabash.

Q. You have nothing to do with the passenger business, have you? A. Yes, sir.

Q. Do you make arrangements for hauling passenger coaches of the Wabash over the Terminal property here? A. No, sir.

Q. What official of your road makes that? A. The General Manager; the Vice President and General Manager I think would have charge of that.

Q. Who is that? A. Mr. Henry Miller.

CROSS-EXAMINATION, BY MR. WATTS:

Q. Did the consumer, the coal consumer, get the entire benefit of this reduction in rate? A. Do you mean this reduction in the bridge toll?

Q. Yes, sir. A. I think he did, but I am not positive. I know he did in some cases.

Q. The mine owner did not profit by it? A. Not to any extent. It was done for the benefit of the consumers, and I think the consumers got the benefit of it. That is a question it is impossible to answer positively of course, without having the exact figures before and after.

Q. You don't know what effect it had on the price of coal? A. Yes, sir, it reduced the price of coal here, in some cases, I know.

Q. Just to the extent of the reduction of the rate? A. Yes, sir. I know in some cases it did.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. If the reduction had not been made on the bridge arbitrary—if the reduction had not been made by, say, the Illinois Central—(I mention that because it is a big coal road)—the industries located on the Wabash tracks buying coal from companies on the Illinois Central tracks, would

have had to pay the ten cents switching charges more than those purchasing from mines on the Wabash in Illinois; isn't that correct? A. That would have been the result Yes, sir.

ALEXANDER HILTON, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation? A. Alexander Hilton; General Passenger Agent of the St. Louis & San Francisco Railroad; St. Louis, Mo.

Q. You are also President of the St. Louis Association of General Passenger Agents, are you not? A. Yes, sir.

Q. How long have you been President of that Association? A. I think, for three years.

Q. Has this association a secretary? A. Yes, sir.

Q. What is his name? A. Mr. Payne.

Q. What constitutes the membership of this St. Louis Passenger Agents' Association? A. All St. Louis lines, lines running trains into the City of St. Louis.

Q. From any direction? A. Yes, sir.

Q. What official of the different lines holds the membership for their respective roads, in your association? A. The resident official having charge of the passenger traffic.

Q. Without regard to whether he is General Passenger Agent, or, for instance, in the case of the Vandalia road, Mr. Chesbrough, the General Western Passenger Agent? A. He is General Passenger Agent.

Q. Well, any other line that does not have their General Passenger Agent here, has the man having charge of their passenger department? A. He represents them in the meetings.

Q. Does this Association hold regular meetings? A. Yes, sir, the Association meets once a month.

Q. Once a month? A. Yes, sir.

Q. Do you have any particular place where you meet? A. We meet in a room on the 13th floor of the Missouri Trust Building.

Q. Is that room rented by the Association? A. Yes, sir.

Q. Do you have a clerical force there? A. No, sir.

Q. Do you have anybody in charge of the room? A. No, sir.

Q. You just simply use it when you meet? A. Yes, sir.

Q. Are the records kept there? A. No, sir, the records are kept entirely by the Secretary of this Association.

Q. Does this Association issue what is known as the St. Louis Rate Sheet? A. It is issued by the terminal lines, under the direction of a compiler, Mr. Payne, who is also Secretary of the Association.

Q. Is he the compiler for what is called the terminal lines? A He is the compiler of the St. Louis Rate Sheet for the terminal lines.

Q. And he compiles them under the direction of this Association, does he? A. No, sir, not under the direction of the Association. Under the direction of the lines terminating in St. Louis.

Q. When you use the words "terminal lines," just specify what you mean? A. Well, the St. Louis & San Francisco R. R.; the Missouri Pacific; the Iron Mountain; the Chicago & Alton; lines running their trains into the City of St. Louis.

Q. All lines that run passenger trains into the City of St. Louis—all steam railroads? A. I think they are all members of the St. Louis Rate Sheet.

Q. Is this rate sheet submitted to the St. Louis Pas-

senger Agents' Association before it is promulgated? A. No, sir.

Q. Is it submitted to it afterwards? A. No, sir.

Q. It never is submitted to it? A. No, sir.

Q. What relation does the Association bear to this Rate Sheet? A. Well, the St. Louis Association, in itself, has no connection with the Rate Sheet at all.

Q. How long has Mr. Payne been Secretary of the St. Louis Passenger Agents' Association? A. I think for three years now. A term and a half.

Q. Who preceded him? A. Mr. George Morton.

Q. What road was he connected with? A. He was at that time General Passenger Agent of the M. K. & T.

Q. Did Mr. Morton, during his incumbency as Secretary of the Passanger Agents' Association, compile this Rate Sheet? A. At the direction of the different lines, perhaps.

Q. Then the Secretary of this Association always performs that duty? A. He always has.

Q. He has always performed that duty? A. Yes, sir.

Q. By virtue of whose direction is it that the Secretary of this Association always performs this duty? A. At the selection of the terminal lines members of the rate sheet.

Q. What official of the terminal lines respectively designates this man to perform this duty? A. The General Passenger Agent.

Q. The General Passenger Agent who has membership in the Association? A. He has also membership in this Association.

Q. It is in the individual capacity as General Passenger Agent, and not as a member of this Association, that the Secretary is designated by the proprietary lines to issue this rate sheet? A. Yes, sir.

Q. This Rate Sheet is discussed, is it, by the Passenger Agents, in their capacity as Passenger Agents? A. Yes,

sir. I can best explain that by the procedure at a rate meeting. It is customary to call a rate meeting to consider rates of interest to all lines, and each line sends a representative, an expert passenger man. And there they discuss all questions of interest in connection with the rates.

Q. Would that man attend one of your meetings? A. No, sir.

Q. That would be at a meeting of what you would call "Rate Clerks," would it not? A. Yes, sir.

Q. And that meeting of Rate Clerks would be called at the instance of this Passenger Agents' Association? A. The compiler of the Rate Sheet.

Q. Well, he would call it at the instance of the Passenger Agents of the terminal lines, wouldn't he? A. Not necessarily. The two duties are entirely separate; the complier-ship of the Rate Sheet, and the Secretaryship of the St. Louis Passenger Agents' Association.

Q. Would he have any authority, as compiler of the Rate Sheet, to call the Rate Clerks together? A. Yes, sir, I think he would; but I think Mr. Payne had better answer that question.

Q. But usually he is directed to do it by the Passenger Agents, isn't he? A. No, not entirely.

Q. Well, he is frequently, isn't he? A. He is at times. Yes, sir. But any one or two men can ask for a rate meeting.

Q. The rates are practically the same on passenger business in and out of St. Louis, to the principal points, now as it was twenty years ago; isn't that correct? A. No, sir.

Q. Take the rate to Kansas City from St. Louis; isn't it practically what it was twenty years ago? A. No, I think it is less.

Q. How much? A. Well, I could not say. I think somewhat less.

Q. 25 or 50 cents? A. Unless I am mistaken, the rate

between Kansas City and St. Louis twenty years ago was $8.70.

Q. What is it now. A. $7.50.

Q. What was it to Chicago twenty years ago? A. I don't know.

Q. About the same as it is now, wasn't it? A. I really have no knowledge as to that. I have no idea.

Q. Well, you have for ten years, haven't you? A. Yes, sir, for ten years I know that the rate was $7.50.

Q. And it is still $7.50? A. Yes, sir.

Q. The volume of business from here to Chicago has increased perhaps 33 1-3 per cent. in that length of time, hasn't it? A. I cannot express an opinion; because I have no conection with any line between St. Louis and Chicago, and have not had for a long time.

Q. Then you are not familiar with that traffic? A. I am not familiar with that traffic.

Q. Your road is a western road? A. The St. Louis & San Francisco Railroad—west of St. Louis.

Q. Have you ever attended any of these rate meetings? A. No, I have not.

Q. Do you know what they do there? A. In a general way, yes, sir.

Q. The records of those meetings are kept, are they not—the result of the conferences that they have are kept? A. Oh, yes, the result of the conference appears as the Rate Sheet—the tabulation and the figures.

Q. Those records or figures are presented to your Association, and kept as part of the records of your Association, are they not? A. No, sir, not of the Association.

Q. They are kept by Mr. Payne? A. They are kept by Mr. Payne as compiler of the Rate Sheet, I should think.

Q. Who pays Mr. Payne for compiling that sheet? A. The terminal lines members of the Sheet.

Q. And he is joint agent of the terminal lines for the

purpose of compiling that sheet? A. In his position as compiler—yes, sir.

Q. And the sheet, when it is compiled, is issued by the terminal lines as their rate sheet? A. Yes, sir.

Q. And adopted by them and filed with the Interstate Commerce Commission? A. Yes, sir.

Q. And the tariffs for carrying passengers are charged on the basis of that sheet? A. Yes, sir.

Q. What territory does the St. Louis Passenger Agents' Association cover? A. The St. Louis Passenger Agents' Association? Well, I would not say that it covered any territory specifically.

Q. Doesn't it cover any? A. No, I don't think it does; beyond purely local territory, outside of the City of St. Louis.

Q. How far within the City of St. Louis? A. Well, I would not consider that we had any. Matters that are considered in the Association are entirely local to St. Louis.

Q. This Rate Sheet, does it fix the passenger tariffs over the whole, for instance, of the St. Louis & San Francisco line? A. That makes the rates to any points in the United States.

Q. That is what I mean—any point in the United States? A. Yes, sir.

Q. And those rates are issued by the roads that are members of that Association? A. Yes, sir.

Q. If those roads want to issue a coupon ticket to a road in San Francisco, they will base their rates for business covered by that Rate Sheet on that Rate Sheet, won't they? A. Yes, sir.

Q. And then, in that respect, St. Louis is a general basing point for all St. Louis lines for passenger rates out of St. Louis? A. St. Louis is the basing point for rates. Yes, sir.

Q. For all St. Louis lines? A. Yes, sir.

Q. It is not a basing point for other lines, is it—lines that do not reach St. Louis, but come in competition with St. Louis lines? A. Using the term "basing point," of course it is, Mr. Crow. It is a basing point for the New York Central, which does not reach St. Louis at all. It is a basing point for the C. & O.

Q. Please explain how you get at that proposition? A. For example, if they want to make a rate from Norfolk to San Francisco, the rate, by the combination of two rates, might base on St. Louis, and they would add the two rates together—Norfolk to St. Louis, and St. Louis to San Francisco.

Q. Does this Association of which you are President keep any records? A. Yes, sir.

Q. Can you tell me in whose custody those records are? A. They are in the custody of Mr. Payne, the Secretary.

Q. The proceedings of that Association are put down there? A. Yes, sir.

Q. Can you tell me the roads that are members of that Association? A. No, I don't believe I could give you a complete and correct list. We have a complete record, though, on file in the records of the Association, which we would be very glad to give you.

Q. Generally speaking, are all the St. Louis roads members? A. Yes, sir.

Q. Is the St. Louis Terminal Railroad Association a member? A. I won't be positive on that, but I think Mr. Payne can answer that question.

B. H. PAYNE, a witness of lawful age, being duly produced, sworn and examined, on behalf of the complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. B. H. Payne.

Q. What is your business? A. Assistant General Passenger and Ticket Agent of the Missouri Pacific Railway, St. Louis, Mo.

Q. How long have you occupied that position? A. Since June, 1892; with the exception of one year.

Q. Who is General Passenger Agent of the Missouri Pacific? A. Mr. H. C. Townsend.

Q. Are you connected with the St. Louis Association of General Passenger Agents? A. I am secretary.

Q. Have you the records of the Association in your possession? A. Yes, sir.

Q. Do you compile what is known as the St. Louis Rate Sheet? A. Yes, sir.

Q. Do you know the roads that belong to the St. Louis Passenger Agents' Association? A. I can name them off to you.

Q. Will you please do so? A. I think I can give them to you. The Louisville & Nashville; what is known as the Henderson Route; the Southern Railway; the B. & O. S. W.; the Burlington; the Illinois Central; the Vandalia; the C. & E. I.; Chicago & Alton; Wabash; C. P. & St. L.; St. Louis & San Francisco; M. K. & T.; Missouri Pacific; Iron Mountain; St. Louis Southwestern; Diamond Joe Line of steamers; Clover Leaf; St. Louis, Kansas City & Colorado; Mobile & Ohio. I think that embraces all of them.

Q. On both sides of the river? A. Yes, sir.

Q. Is the Terminal Railroad Association a member? A. Yes, sir.

Q. How many does that make? A. Twenty-one.

Q. That embraces all the railroad companies, and one line of steamers? A. That embraces the lines that are parties to the St. Louis Rate Sheet.

Q. Well, those lines that you have mentioned include all

of the steam railroads entering St. Louis, does it not? A. As far as I know, it does Yes, sir.

Q. And one line of steamers? A. Yes, sir.

Q. Where does that line of steamers run to from St. Louis? A. They run to St. Paul. They operate north, to the best of my knowledge—the Diamond Joe line.

Q. That is a passenger packet and freight line? A. As far as I know, it is—yes, sir.

Q. Have you authority, as representative of the terminal lines in St. Louis, to call a meeting of the Rate Clerks of the different roads, on passenger business? A. If there was sufficiently important matters to demand it, I would have that authority.

Q. Have you ever exercised that authority? A. Not since I have been compiler. I have had no occasion for it. There have been several meetings, but they have been at the request of two or more lines that have asked for it.

Q. Several meetings of the Rate Clerks? A. Yes, sir.

Q. The action of the Rate Clerks is submitted to the St. Louis Passenger Agents' Association afterwards? A. No, sir.

Q. It is not? A. No, sir.

Q. It is submitted to the proprietary lines? A. Yes, sir.

Q. And then the Rate Sheet, after it is made by the Rate Clerks, is published by the St. Louis lines, as their Passenger Tariff Sheet? A. Yes, sir, published by the St. Louis lines individually.

Q. Yes; but it is published as their Passenger Tariff Sheet? A. Yes, sir.

Q. It is the result of the conference of the Rate Clerks under your supervision? A. Yes, sir.

Q. Do you draw any salary for your duties as compiler? A. Yes, sir.

Q. Who pays that? A. The lines that are parties to the Rate Sheet.

Q. Each in proportion to the volume of business? A. Each in proportion; each line is charged for the total expense in proportion to the number of sheets it takes.

Q. And the sheets they take is based on their volume of business, isn't it? A. It is not based on anything. A line may take 100 or 150—it is optional with the lines. There is no basis for it at all.

Q. At the meeting of the St. Louis Passenger Agents' Association, the question of rates to common points is discussed, is it not? A. Very seldom.

Q. Are they discussed at the Rate Clerks' meetings? A. Yes, sir.

Q. The rates are made practically the same to all common points, by this Rate Sheet, on the different lines of road? A. You will have to qualify that question a little. It is pretty broad one. If you will give an illustration, I can answer more intelligently.

Q. Well, for instance, take the St. Louis & Chicago rate: That is the same over the C. & E. I., and the Chicago & Alton, isn't it? A. Yes, sir.

Q. And the same over the Wabash? A. Yes, sir.

Q. And the same on other lines from St. Louis to Chicago? A. Yes, sir.

Q. That is true, also, of the Kansas City rate, isn't it? A. Yes, sir.

Q. And generally, on all competitive points, it is true, of the rates out of St. Louis? A. Yes, sir.

Q. And it is the aim of the Rate Clerks, and of you as compiler, to see to it that these rates are practically the same, is it not? A. Well, the compiler has no jurisdiction in the premises at all. I simply serve as compiler for the purpose of keeping the records. I have absolutely no jurisdiction over any rates that are offered at any of these meetings, unless I may, perchance, represent my own company.

Q. The Rate Clerks are the men who have that power? A. Yes, sir, representing the individual roads.

Q. And they are the ones that establish these rates? A. Yes, sir.

Q. Then no one has any authority to alter these rates after the Rate Clerks agree on them? A. Well, the roads themselves have that right.

Q. I am speaking of you, and the St. Louis Passenger Agents' Association. A. No, I have no authority, absolutely.

Q. Has the St. Louis Passenger Agents' Association? A. Absolutely not; they have less than I have, and I have none.

Q. Is any complaint ever made to the St. Louis Passenger Agents' Association about cutting the rates? A. Not to my knowledge.

Q. Not to your knowledge? A. No, sir.

Q. Is there to you, as compiler? A. No, sir; the compiler has nothing to do with that.

Q. Where are complaints as to rate cutting made? A. Well, that is a pretty broad proposition to answer, because it may be made as between two General Passenger Agents.

Q. Well, there is somebody, somewhere, that it is presented to, isn't there? Some organization to which it is presented, that represents all the roads? A. That is a question that I cannot answer.

Q. Who can answer that? A. Well, I don't know. It is a pretty broad proposition as to complaint in the cutting of rates. I should think the question should be a little more specific.

Q. In what way? A. The rate might be cut in San Francisco, and affect one of the lines in St. Louis.

Q. Well, if it did—take that case—where would the complaint be lodged? A. I would not undertake to an-

swer, because I would not know the conditions under which the cut was made.

Q. Isn't it true that there is some organization that represents the railroads that has to do with anything that effects the St. Louis rate, no matter where it is? A. Will you please repeat that question. I don't want to make any answer that is not in accordance with facts.

Q. Isn't it true that there is some organization that represents the railroads that has to do with anything that affects the St. Louis rate, no matter where it is? I am speaking of passenger rates. A. Well, the territory reached by the St. Louis lines is so diversified that there is no one organization such as you speak of.

Q. Well, there are different organizations that this matter would be taken up with, is there? A. There are different organizations, possibly—there may be.

Q. Name some of those associations that take up those matters? A. The Southwestern Excursion Bureau.

Q. Where is that located? A. St. Louis, Mo.

Q. Who is at the head of that? A. Mr. Hannegan.

Q. What has that to do with the Southwestern rates? A. It has no more to do with the making of the rate than I have; it is simply a meeting for interchange.

Q. What has it to do with the cutting of a rate. A. It has nothing.

Q. Well, you said that it might take up this question on a complaint? A. It might. It is a meeting for interchange of views between the railroads. They might ask for an investigation through their agent.

Q. Through the Southwestern Passenger Agents' Association? A. Yes, sir, the Southwestern Excursion Bureau.

Q. Then that Bureau is a kind of clearing house, is it, for investigation by the different roads as to passenger business? A. Yes, sir.

Q. Are complaints lodged with Mr. Hanegan, as to apportioning the rates, or cutting the rates, in Southwestern territory? A. I suppose Mr. Hannegan can answer that better than I can.

Q. But I am asking you. A. I don't know. We haven't made any.

Q. Do you know, of your own knowledge, whether that is the fact? A. I do not.

Q. You do not? A. No, sir.

Q. What official of your road would know? A. I would know if there were any made, but we have made none. I am speaking for our own line.

Q. You never made any? A. I don't say "never."

Q. Then, when do you limit it to? A. Well, it has been possibly several years since any complaint of that kind was made.

Q. Two or three years? A. Yes, sir.

Q. Wasn't there some trouble about the St. Louis and Kansas City rate, and the St. Louis and Chicago rate, two or three years ago? A. Not to my knowledge.

Q. I believe you said you had the records of your Association in your control? A. Yes, sir.

Q. Have you any records of the Rate Clerks' meetings also? A. The records of the Rate Clerks' meetings are kept in the shape of the Rate Sheet, excepting such correspondence as might take place. That was all kept.

Q. How long have you been Secretary? A. Since the 1st of January, 1906.

Q. There have been some Rate Clerks' meetings since you have been Secretary, have there not? A. Yes, sir.

Q. How many have you had? A. I think there have been three.

Q. Is there any stated time for the meetings of these Rate Clerks? Or are they just called together? A. There is no stated period.

Q. They meet at the call of whom—yourself? A. I call the meeting at the request of the lines that ask for it.

Q. Do you have any objection to letting me inspect some of these records? A. Speaking for myself, I don't know that I would have the right to say whether or not the lines would. So far as I know, I will say frankly that they are public property. They are printed and distributed, and there is nothing secret at all.

Q. You say the records are printed? A. The records are printed. There is nothing secret about it.

Q. Then I can see no objection to your furnishing them to me? A. For myself, I have no objection.

Q. Will you find out from your superior, and let me know? A. I will do so.

Q. Have you any copies of the St. Louis Rate Sheet? A. Yes, sir, in my office.

Q. Can you furnish me one, say, for 1903 and 1904? A. I might, by letting you have the file copy. I was not compiler then, and it is possible that we only have the file copy, that far back.

Q. If you will let me look at it, perhaps that will do. A. I will try to do that.

BENJAMIN McKEEN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Benjamin McKeen.

Q. You are General Manager of the Vandalia road? A. I am.

Q. Mr. McKeen, in your capacity as General Manager of the Vandalia Road, do you make the arrangement between your road and the Terminal Railroad Association for haul-

ing passenger coaches over the bridges in St. Louis? A. That is under my jurisdiction.

Q. Well, it is made under your jurisdiction? A. It was made, as a matter of fact, before I assumed General Managership.

Q. Are you familiar with that arrangement? A. Yes, sir.

Q. Is that in the form of a written contract? A. It is in letter form.

Q. Is it based on simply the number of coaches? A. It is a car rental.

Q. A car rental? Explain what you mean. A. A car charge.

Q. What do you mean by that—so much per car? A. So much per car.

Q. Without regard to the load? A. Without regard to the load.

Q. How much is it on passenger cars? A. Three dollars.

Q. And that is paid for the service the Terminal renders in transferring your coaches across the bridge? A. I don't know how they base it, but I suppose it would be on the use of the track, and the bridge, and if it comes by Eads Bridge for the use of the engine. For handling our cars across the bridges.

Q. I say, for transferring your cars across the bridges. It does not include anything for trackage into Union Station, or anything of that kind, does it? That is an independent matter, isn't it? A. It covers the track from East St. Louis; I think that is about three miles; and when it comes by the Merchants' Bridge, about ten miles.

Q. Then it covers the transfer over these tracks by the Terminal engines, of your coaches, into and out of Union Station, to connections with your rails on the east side of the river? A. Yes, sir.

Q. Would that cover the proposition? A. Yes, sir, that covers the proposition.

Q. And that, you say, is $3.00 per car? A. $3.00 per car for passenger coaches; $1.50 for the baggage car.

Q. Do you run none of your engines into the city? A. All of the trains coming by the Merchants' Bridge are handled with our engines.

Q. By your own engines? A. Yes, sir.

Q. But the same charge is made there per coach? A. The same charge per coach.

Q. Then the charge of $3.00 does not cover locomotive service in cases where your engine hauls the train in? A. It is ten miles that way.

Q. And your locomotive hauls them out when they go by the Merchants' Bridge? A. Yes, sir.

Q. Do the majority of your trains go out over the Merchants' Bridge? A. I think the majority do.

Q. You run about eighteen trains in and out a day, don't you? A. It is fully as strong as that.

Q. About ten go over the Merchants' Bridge? A. I don't remember exactly; I could give you that.

Q. That is what your Passenger Agent testified to yesterday; isn't that correct? A. I presume it is, then.

Q. On the Eads Bridge the Terminal Association uses its own engines to bring your trains in and take them out? A. Yes, sir.

Q. Those trains go through the tunnel. A. Necessarily.

CROSS-EXAMINATION, BY MR. WATTS:

Q. The entire revenue of this passenger traffic goes to your road? A. Yes, sir.

Q. The tunnel gets no part of it? A. No, sir.

RE-DIRECT EXAMINATION, BY MR. CROW:

Q. You mean that revenue that you collect from the sale of your railroad tickets? A. Yes, sir.

Mr. Watts: That is what I meant.
Mr. Crow: Not revenue from bridge service.

JAMES E. HANNEGAN, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and ocupation? A. James E. Hannegan; St. Louis, Mo.; Chairman Southwestern Excursion Bureau.

Q. Southwestern Excursion Bureau? A. Yes, sir.

Q. Are you connected with any other railroad organization? A. Yes, sir, several.

Q. What others? A. I am Validating Agent for the St. Louis Association of General Passenger Agents; and the Secretary of the St. Louis Local Bureau of the Western Passenger Association.

Q. Any others? A. Well, I think that covers it. Those are the main organizations.

Q. What relation does the St. Louis Western Passenger Association bear to the St. Louis Passenger Agents' Association? A. None at all.

Q. What territory does the St. Louis Western Passenger Association cover? A. The St. Louis Local Passenger Bureau is simply an organization of local representatives of the western lines located in St. Louis, and it does not cover any territory at all.

Q. What business do they have jurisdiction over? A. Business from St. Louis proper to destinations in the territory of the Western Passenger Association.

Q. What territory is covered by that? A. That is, for instance, from St. Louis to the Missouri River, and to Colorado common points. From St. Louis to Chicago; and

from St. Louis to St. Paul—and the territory covered by that boundary.

Q. How far west of St. Paul do you go? A. To a boundary line which is a parallel between Colorado common points and a similar boundary line—I think it is the state line of North Dakota.

Q. Somewhere along there? A. Yes, sir.

Q. That is all within the jurisdiction of the Western Passenger Association? A. It is.

Q. Does that body have its office here? A. No, sir.

Q. Where is its office? A. In Chicago.

Q. What position do you occupy with respect to that? A. Local Secretary.

Q. Then there is a local organization, is there? A. Yes, sir.

Q. And that has a membership in this Western Passenger Association? A. Not exactly that. The Passenger Agents of the lines belonging to the Western Passenger Association direct their local representatives in St. Louis to become parties to a local organization in St. Louis—and that is the organization that I am Secretary of.

Q. When you speak of the local representatives in St. Louis, to whom do you refer—such men as Mr. Townsend and Mr. Hilton? A. The local ticket agents.

Q. At the city offices, or Union Station? A. At the city offices.

Q. The up-town offices? A. Yes, sir.

Q. And those roads that do not have an up-town office do not have any membership in the local Association? A. All our lines have.

Q. All the passenger lines in St. Louis have up-town offices? A. All the lines that are responsive to your inquiry. All the lines that are members of the local Passenger Bureau have city offices in St. Louis.

Q. But those that have not— A. That is not it. There

is no Local Passenger Association except in the territory under the jurisdiction of the Western Passenger Association, which covers only a part and not all of the lines terminal in St. Louis.

Q. That is what I am getting at; that there are roads in St. Louis that do not have representation in this local Passenger Association? A. There are several.

Q. And those roads do not have a city ticket office up town? A. Yes, sir, they do.

Q. What roads? A. All the eastern roads, for example.

Q. I mean, roads in the Western Passenger Association. A. There are none such. All lines members of the Western Passenger Association are members of the local Bureau.

Q. You say you are Secretary of the Southwestern Excursion Bureau? A. I am Chairman of the Southwestern Excursion Bureau.

Q. What is that? A. That is an organization of Southwestern railroads. It covers a territory including part of Missouri, Arkansas, Texas, Oklahoma and Indian Territory.

Q. What is the business of your Association, your organization? A. We simply are a clearing-house for expressing individual views of the lines on all matters.

Q. So you issue excursion rates? A. We issue the determination of the individual lines to make excursion rates.

Q. They have representatives, do they, who meet? A. It is mostly all done by correspondence. We have very few meetings; only four a year.

Q. Where do they take place? A. All over the country. Sometimes here. The last meeting was held in St. Louis.

Q. And at those meetings the question of excursion rates is discussed? A. Sometimes.

Q. And they are agreed on there? A. No, sir, as a rule, not. As a rule they are handled by correspondence.

Q. In the correspondence, then, the excursion rates are fixed, are they? A. No, sir. The correspondence does not fix any rates. The lines generally say what they want. One line, for instance, will say they want a rate of so much between two points. What the Chairman has to do in that matter is to send a letter to the other lines, for an expression of their views as to whether it is satisfactory to the others concerned.

Q. Suppose it is not satisfactory? A. Then the line puts it in, anyway, as a rule. Sometimes they don't, but in most cases they do.

Q. Put it in anyway? A. In ninety cases out of a hundred they do.

Q. Do you have anything to do with cutting of passenger rates in the Southwestern territory? A. No, sir.

Q. Are any complaints made to you? A. Occasionally complaints are made in regard to unauthorized action of subordinates, but very seldom.

Q. When you say "unauthorized action of subordinates," what do ou mean? A. I mean that occasionally there are complaints made that figures are quoted by subordinates at times, which are not authorized by the Companies themselves.

Q. As a rule, the rates to all common points are the same outside of St. Louis,are they not, on all those lines? A. No, not as a rule. They are in some cases. In the West, generally, the principle prevails that the fares to common points should be the same. As, for example, between St. Louis and Chicago, the fares are all the same. But in the East they have various rates for various lines.

Q. Take it from here to Denver, the rates are the same on all the lines, aren't they? A. I believe so.

Q. From here to Pacific Coast points? A. Yes, sir, generally speaking.

Q. From here to Texas points? A. Yes, sir.

Q. What principle would govern that, when there is a difference of three hundred miles in the haul? A. I don't see how you can get away from the proposition that that man would have to sell tickets as cheap as the other fellow, in order to get any business.

Q. Then it is the competition, is it? A. Well, the fares necessarily have to be the same. For instance, if you were going to Chicago, you would not pay $1.00 more to go over the C. & E. I. than they would sell you a ticket for over the Chicago & Alton. That seems to be just common sense.

Q. Well, of course, all railroad matters are based entirely on common sense, and not under agreement; everybody understands that. A. I hope so.

Q. You don't attend any of the meetings where Chicago rates are fixed? A. No, sir, I do not.

Q. So you know nothing about that, do you? A. Well, I know the Chicago rates necessarily have to be the same.

Q. Do you know that the Chicago rates are not agreed upon by the St. Louis and Chicago lines? A. No, sir, I do not.

Q. Do you know that the rates between here and Denver are not agreed upon by the St. Louis and Denver lines? A. Well, when you say "agreed upon"—I don't think that is exactly right. I think, for example, that the short line between here and Denver has the right to fix the rates between St. Louis and Denver; and when it says that the rate between St. Louis and Denver is so-and-so, that is right.

Q. Where would the short line get that right? A. It is the principle of the railroad business, the world over.

Q. That comes from agreement, doesn't it? A. No, sir,

it is principle that is back of all agreements—that the short line has the right to fix the rate.

Q. Who established that principle? A. I don't know—it was before me.

Q. Do you know whether or not the rates are fixed by agreement, from St. Louis to Denver, by passenger lines from St. Louis to Denver? A. No, sir, I do not.

Q. Do you know whether or not that is true with reference to Texas points? A. I don't think they are. I don't know. I don't compile those rates.

Q. Then your answer is that you don't know whether or not they are so fixed? A. Yes, sir.

Q. Do you keep the records of your Association, the Southwestern Excursion Bureau? A. Yes, sir.

Q. And do you keep the records of the local Association of Western Passenger Agents? A. Yes, sir.

Q. And those records contain the minutes of the proceedings of those meetings? A. Yes, sir.

Q. Would you have any objection to letting me examine those records? A. I don't know whether I would have the right to. I am simply the custodian for the individual lines. I would be glad to take that up for you, however.

Q. Will you find out whether you have that right, and let me know? A. Yes, sir, I will do so.

H. C. TOWNSEND, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name, residence and occupation? A. H. C. Townsend, St. Louis, Mo.; General Passenger Agent of the Missouri Pacific Railway Company.

Q. And the Iron Mountain? A. Yes, sir.

Q. And the International & Great Northern? A. No, sir.

Q. What other roads? A. That is all. The Missouri Pacific, and the St. Louis, Iron Mountain & Southern.

Q. And all lines controlled by the Missouri Pacific? A. Yes, sir.

Q. What lines are controlled by the Missouri Pacific? A. Our organization reads, "Controlled, leased or operated, or independent lines."

Q. Well, what roads besides the Iron Mountain and the Missouri Pacific, are "controlled, leased, or operated, or independent lines?" A. I would have to look up the records to get that for you correctly.

Q. Well, in extent about how many miles of road do you have authority over, as General Passenger Agent? A. About six thousand miles.

Q. Where is that located, principally? A. In Missouri, Kansas, Nebraska, Arkansas, Illinois and Louisiana.

Q. None in Texas? A. None in Texas.

Q. None in Colorado? A. Yes, sir, a short distance in Colorado.

Q. None in Iowa? A. None in Iowa. We go to Omaha on the west side of the river.

Q. Are you a member of the St. Louis Passenger Agents' Association? A. Yes, sir.

Q. Does your road contribute to the expense of the organization? A. Yes, sir.

Q. On what basis do you contribute? A. As the secretary explained, in proportion to the number of Rate Sheets. We pay for the Rate Sheets we desire.

Q. There is no other official except the Secretary that receives a salary? A. No, sir.

Q. The expense of printing is borne jointly by the roads for those Rate Sheets? A. That is a part of the expense of its compilation.

Q. Those Rate Sheets that are promulgated by the St. Louis Passenger Agents' Association, they are issued by you as General Passenger Agent of the Missouri Pacific Railway for points on those six thousand miles of road from St. Louis? A. Yes, sir.

Q. And they are the local tariffs, approved by the Interstate Commerce Commission? A. Yes, sir.

Q. Do you change those rates without notifying the Secretary of the St. Louis Passenger Agents' Association? A. We notify the Interstate Commerce Commission, and send copies to the Secretary at the same time.

Q. Of the St. Louis Passenger Agents' Association? A. Yes, sir.

Q. Suppose some one objects to some change that you make—for instance, in your rate to Denver; what is the process then? A. As already stated, we would put it in. Possibly, however, I might say this in explanation. If the law of Texas should make the rate two cents a mile in Texas, our road running from Texarkana to Fort Worth, having the long distance in Texas, would make a lower rate to Fort Worth and Dallas than over the M. K. & T., or the Frisco, having the greatest distance at this lower rate. I would simply announce that the rate to Texarkana, added to the local rate from there, would make such a rate. Now, it is hardly probable that anybody would object to that, because it is made for us by law, and not made by us. If they should object to it, we would simply say, "You understand that the law compels us to make this rate, and this would necessarily have to be the rate." The rates are made by law, rather than arbitrarily. A good many years ago they were made arbitrarily; they are not done that way now.

Q. Take the rate from Denver, is that made by law, or agreement of the railroads? A. The law in Missouri was three cents a mile.

Q. You don't charge three cents a mile, though, do you? A. We charge less than that.

Q. So the law does not fix that; the railroad does that? The statement that the law fixes the rate is not correct? A. I say, generally.

Q. Take it the rest of the way to Denver; how about that? A. It is three cents in Kansas.

Q. How far is it across Kansas? A. Five hundred miles.

Q. How much in Colorado? A. Fifty miles.

Q. Fifty miles of your road? A. Yes, sir, of our road.

Q. To Pueblo? A. Yes, sir.

Q. Then the rest of the way the Denver & Rio Grande? A. Yes, sir.

Q. That is a Gould property? A. I have heard that it was.

Q. Well, you know it, as a matter of fact, don't you? A. No, I do not.

Q. Well, you make the rate here over it, don't you? A. No, sir.

Q. You only sell tickets to Pueblo? A. We sell tickets to Denver, but the rates are made. In that particular case the rate is made to Denver by the Burlington road. We would sell through Pueblo at the same rate that the Burlington would over their short line, which would not give us our local to Pueblo, and would not give the D. & R. G. their local from Pueblo.

Q. As a matter of fact, in an interstate haul, it is a matter of arrangement, and the railroads fix the rates themselves, so long as they do not exceed the legal limit within each state? A. So long as we comply with the law.

Q. So long as you do not exceed the legal limit within each state for mileage? A. Yes, sir. I don't know any other reason.

Q. Does this St. Louis Passenger Agents' Association, or the Rate Clerks, fix the rates in and out of St. Louis?

A. There is no one that fixes all the rates. The different companies fix the rates. The Rate Clerks meet, and you might say, "call" the rates. These rate clerks are experts and are constantly in communication. One gentleman might say that they have reduced the rates, as I illustrated awhile ago, to Texas, and he figures out by such a line that the rate would be so-and-so. And another might state that basing it on such a line, he has figured that the rate is twenty-five cents less than what the first man made. And they may determine between them as to which rate is correct. Now, when they have decided that, then those rates are submitted to the Genral Passenger Agents of the roads. If there has been no conference before, he may ask some question as to why it is necessary, and the explanation being satisfactory, he puts them in individually for his road.

Q. He approves what the Rate Clerks have done, if it is satisfactory to him? A Yes, sir.

Q. As a rule, it is satisfactory. A. They are experts, hired for that purpose.

Q. Their expert knowledge consists in the fact that they know what the distances are, and what the rates have been, and the other rates charged for the same service? A. Yes, sir, they know that. It is part of their business to know that.

Q. I say, that it is their expert knowledge? A. Yes, sir.

Q. If a rate is made, for instance, from here to Kansas City, and this rate is cut by one of the roads, would there be a complaint lodged anywhere by any of the competing lines? A. From here to Kansas City?

Q. Suppose a road would make a $5.00 rate to Kansas City? A. Secretly or openly?

Q. It doesn't matter which. A. Well, that would determine how I would proceed.

Q. Well, suppose they proceeded secretly? A. I would

go to the General Passenger Agent of that road, or to their representative here, and say, "It is reported that you are making a rate of $5.00 to Kansas City; is that correct?"

Q. Wel, suppose he admitted that it was? A. I would say, "You did very wrong; and I am much shocked and surprised."

Q. Wherein was the wrong? A. The wrong consisted in this. (I see your point very well—it is a very good one.) The wrong would consist in his reducing his own rate to Kansas City.

Q. Why was that wrong?

Mr. Lehmann: It is a violation of the law.

Mr. Crow: Wait a minute. Let the witness answer.

Mr. Lehmann: I offer that as a proper suggestion to come from counsel in connection with that sort of a question, and I want it to go upon the record as made by me.

Mr. Crow: And I want it to appear upon the record that counsel's remarks are highly improper, in my judgment.

Q. Would you make a complaint anywhere? A. I say that I would.

Q. Would you make a complaint anywhere else? A. I would, possibly, to our Vice-President.

Q. Would you make a complaint to the St. Louis Passenger Agents' Association? A. No, sir.

Q. Would it be considered and discussed there? A. It might be.

Q. It would be under what circumstances? If it was continued, would it be taken up by that Association? A. No, there is no penalty.

Q. I am not asking about that. I am asking if it would be discussed there? A. We might discuss it there, you know.

Q. Who would bring it up there, would you? A. Not formally.

Q. Would you bring it up informally? A. I might. I might bring up your last good story informally.

Q. But you would not bring up the last good story in the same way that you would bring that up? A. Possibly.

Q. Isn't it a matter that would be presented to that Association? A. No, sir, not necessarily, at all.

Q. But it is a matter that usually would be, in the ordinary course of events, wouldn't it? A. No, sir. I have tried to answer your questions truthfully. You know we meet frequently outside of the Association, and discuss these matters socially.

Q. You discuss them socially? A. Oh, yes

Q. When you are all present? A. All, or some.

Q. At your regular meeting place? A. It might not be our regular meeting place. It might be at the Southern Hotel.

Q. Do you have what are called informal meetings of this organization? A. Some of us probably meet every day, see each other every day. I might ask Mr. Crane of the Wabash, "Have you heard that the Alton was making a $5.00 rate to Kansas City?" I might ask him that question on the street.

Q. The rate to Kansas City now is about what it was ten years ago, is it not? A. It was reduced, you know. Nine dollars was the old rate.

Q. When was the reduction made? A. I cannot answer that question.

Q. A great many years ago, wasn't it? A. It was first reduced to $8.00 and something, and then to $7.50.

Q. You don't remember the date when that reduction was made? A. I do not remember that.

Q. Would your records show that? A. Our records show it, yes, sir.

Q. You have no jurisdiction in Illinois, except over the Valley Road? A. No, sir.

Q. That line runs from East St. Louis, or some connection over in Illinois, to the Thebes Bridge? A. Yes, sir.

At this point, the further hearing of testimony in this case is adjourned until tomorrow morning, May 22nd, 1907, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, May 22nd, 1907.

Met, pursuant to adjournment as above, on Wednesday morning, May 22nd, 1907, at half past ten o'clock, in the office of the Special Commissioner, Hon. R. E Rombauer, Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner, Mr. E. C. Crow and Hon. Chester H. Krum appeared in behalf of the Complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared in behalf of the Defendants.

The following proceedings were had:

S. B. SCHUYLER, recalled on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Mr. Schuyler, have you obtained that information I asked you for on a previous occasion? A. I have not.

Q. I believe you said you could get it, did you not? A. I understood that you wanted me to turn over certain records. I took that matter up with Mr. Cochran, as I told you I wanted to take it up with him—and I understood from him that I should take no further action until he advised me; I understood that he had the matter up with you.

Q. He telephoned me about it, but I have made no arrangement with him. A. It was not my intention—

Q. (Interrupting) I understand. I will give you a memorandum of the information that I desire, and if you can get it for me I would like to have it. What I asked you for was this: A statement of the number of carloads of coal moving west across the river, and the number of carloads of chatts moving east across the river, by the Carondelet Ferry, for the years 1899, 1900, 1901 and 1902; the division of rate on coal and chatts, and on account of whom the division was made. Also the number of carloads of lumber moving east across the river by the Carondelet Ferry for the same time, and the division of rates, and on account of whom the division was made. In other words, the revenue of the Carondelet ferry for handling these commodities across the river at Carondelet. A. You want the Carondelet Ferry revenue?

Q. Yes, sir.

GUSTAVE BOEHMER, a witness of lawful age, being duly produced, sworn and examined, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Please state your name? A. Gustave Boehmer.

Q. You live in St. Louis? A. Yes, sir.

Q. And have for how many years? A. Fifty-three years.

Q. What business are you in? A. In the coal business.

Q. Explain what you mean by that? A. We mine coal and sell coal.

Q. What mines do you oeprate? A. We operate three mines.

Q. Where are they located? A. Two on the electric line, and one on the Illinois Central.

Q. When you speak of the electric line, what do you mean? A. The St. Louis Belt & Electric Railroad.

Q. Where does that run from, and where does it run to? A. Belleville to East St. Louis.

Q. What is the other mine on? A. On the Illinois Central.

Q. The Illinois Central? A. Yes, sir. We used to have one on the L. & N., but we sold that last year.

Q. How far out is that mine on the Illinois Central? A. Right at Belleville.

Q. How much coal do you mine annually? A. About sixty cars a day, I guess.

Q. Do you handle anybody else's products than your own? A. Yes, sir.

Q. Who else? A. The Henrietta, on the C. P. & St. L.

Q. Is that all? A. No, sir, we handle several mines on the Illinois Central, and some on the L. & N.; and we handle some coal for the Summitt Coal & Mining Company.

Q. You formerly had a contract to supply the City Water Contracts, had you not? A. Yes, sir.

Q. When did that contract expire? A. That expired in 1905. Browning had it last year, and has got it again.

Q. Browning had it last year? A. Yes, sir, and he has got it again, the new contract—although the old one has not expired. We had it three years, I think, for the Waterworks.

Q. Did you furnish coal at Chain of Rocks, Baden Station and Bissell's Point? A. Yes, sir.

Q. What price did you get for the coal delivered at the Chain of Rocks and Baden Station for the year 1901, do you know? A. I could not say. I can find out by referring to my books. You see, that is a good time back.

Q. You don't remember what you got any of the years? A. I have got all the records at home. You know, every

year we send one year's records home. We have a big stable, and I keep all the records there.

Q. You mean at your house? A. Yes, sir, they accumulate so fast that I could not keep them in the office.

Q. Will you get the records and furnish me that information, for Chain of Rocks, Baden, and Bissell's Point, for the years 1901 and 1902? A. Yes, sir.

Q. Did you have it in 1904? A. Well, that I could not say. I don't recollect.

Q. Well, for all the years from 1900 that you had it. I think you had it for 1901, 1902 and 1905, those three years; isn't that correct? A. Yes, sir, I think that is correct.

Q. Did you bring most of your coal over on the Wiggins Ferry or the Interstate Car Transfer Company? A. We handled it one year through the Interstate. I think one year the Interstate hauled it.

Q. Most of the time the Wiggins Ferry Company handled most of it, didn't they? Take the coal that went into the City contract to the Water-works—the Wiggins or the Interstate one handled all of that, didn't they, practically? A. No, sir; last year the Terminal handled it. We got so much better and quicker service there. I don't think the Wiggins handled it any year. The Interstate handled it one year, but they were very unsatisfactory. I think after that the Terminal handled it. My son is Secretary of the Company, and attends to most of that.

Q. What rate did you get for handling, the transfer charge across the river? A. From the Terminal?

Q. Yes, sir. A. No rate, other than the regular rate.

Q. What rate did you have from the Interstate? A. That I surely could not tell without referring to the books.

Q. When you say "regular rate" from the Terminal, do you mean the tariff rate? A. The tariff rate, yes, sir.

Q. Have you records in your possession that will show

what rates you paid? A. Yes, sir, we have the freight bills.

Q. You did not get any less than the regular rates from either one? A. I would not say as to the other, that is so long ago.

Q. What is so long ago? A. 1901. You see that is so long ago. They were cutting and slashing at that time. They claimed that the people were getting a rate with the Terminal, but I could not say. I know we tried the last year we had it, and we couldn't get a dollar.

Q. Your records will show? A. Yes, sir, we have the freight bills. I do recollect that we went to them, and they would not give us anything.

Q. In 1905 you had the contract again, didn't you? A. Yes, sir, that is the year the Terminal handled everything, I know.

Q. You furnished coal at Bissell's Point, Baden and Chain of Rocks at $1.47 a ton that year, delivered, didn't you? A. I could not say.

Q. Who attends to these contracts, you are your son? A. My son. I make the bids.

Q. You make the bids out? A. Yes, sir.

Q. Was your bid $1.47 that year? A. I can find out; I don't remember.

Q. Would your son have any better recollection about these things than you have got? A. Not a bit.

Q. Will you look that up and see? A. Yes, sir, I will do that. I could telephone to the office.

Q. You had better get the records so you will be absolutely accurate about that.

Complainant offers in evidence Freight Tariff No. 2 of the St. Clair, Madison & St. Louis Belt Railroad Company, effective October 1, 1899, signed by J. E. May, Sup't. and Gen'l. Agent, Alton, Ill.

Above tariff, consisting of five printed pages, is marked "Complainant's Exhibit No. 62."

Complainant offers in evidence Freight Tariff No. 1 of the Missouri & Illinois Bridge & Belt Railroad Company, effective June 26th, 1905, signed Wm. Graham, Supt. and General Agent, Alton, Ill.

Above tariff, consisting of five printed pages, is marked "Complainant's Exhibit No. 63."

At this point, the further hearing of testimony in this cause is adjourned until Friday morning, May 24th, 1907, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, Missouri, May 24, 1907.

Met pursuant to adjournment as above on Friday, May 24, 1907, at 10:30 A. M.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Complainant.

Mr. M. F. Watts appeared in behalf of the defendant.

The following proceedings were had:

H. C. TOWNSEND, a witness of lawful age, being duly produced, sworn and examined, testified, on the part of the Complainant, as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Was a subpoena served upon you asking you to produce certain papers here, Mr. Townsend. A. Yes, sir.

Q. Did you produce them? A. No, sir.

Q. Do you refuse to produce them? A. No, sir. They were burned up.

Q. When were they burned up? A. In June, 1906. Our entire store-room in the attic of our building and all our records, more than half of them, were burned and the others were so damaged that they were of no use.

Q. That was in the fire of the Missouri Pacific Building? A. Yes, sir, the Missouri Pacific Building.

Q. On Seventh and Market Streets? A. Yes, sir, on Seventh and Market Streets.

Q. About a year ago? A. In June, 1906.

Q. Just what records were consumed in that fire—of those that are called for here? A. All of these records, together with a numbers of others, receipts and correspondence. Letters received and copies of files, our letter books and files.

Q. All the letters relative to all the passenger business for that year, up to that time, were destroyed? A. For previous years. This subpoena reads, "during the years 1903, 1904 and 1905."

Q. They were all destroyed, were they? A. Yes, sir, either destroyed or damaged so they were turned over for waste paper.

Q. Have they been destroyed now? A. Oh, yes.

Q. You have no copies or other records of those matters? A. No, sir, no copies. Possibly, General, I could by telling you how we kept those files, explain it to you more fully, because we want you to know all of the facts, if you would like to have me do so. Our office is not an office of record. It is an office of current business. Any valuable papers, legal papers, or contracts or papers of that kind, are furnished after we are through with them, to the general auditor; where they are filed in vaults provided for that purpose. Now, any correspondence of this kind, with regard to rates, etc., as soon as it is through with, that prac-

tically ends their usefulness, you might say. We usually keep those for, say, two years. Some of our receipts we have in pigeon-holes, say, for January, February, March, and so on, and we keep the January papers until the January of the following year, and then we would put the January papers in that pigeon-hole and destroy the others. They are really of no value. They are written up on the books, the tickets recorded and accounted for. This correspondence you refer to here, whatever there was, would be of no value to us as a future record and we would not make any effort to keep it after the matter had been—after we had gotten all the information we desired from it. That is, letters to us and copies of our answers. Our answers are press copies. The books were there. The Deputy Marshal who served me with this subpoena yesterday, said, "I can testify to the fire because I was there and saw it and saw your building burn."

Q. There is no doubt about the fire. A. Well, I wanted to tell you that there is no disposition not to furnish these, because if we had them we would just as soon furnish them as not.

Q. The correspondence called for in the subpoena is correspondence with reference to the movement of troops by your road from the Jefferson Barracks to Fort Logan, Colorado, through those years? A. Yes, sir.

Q. If there was bid made by the Missouri Pacific road to the Government, did you, as a passenger agent of that road, make that bid? A. Yes, sir.

Q. Is there any other file than this correspondence in the records of the Missouri Pacific Railway Company which would show what that bid was? A. No, sir.

Q. Did you attend to that matter personally, yourself—is that your recollection? A. Either myself or my assistant, one of my assistants, Mr. Paine or Mr. W.

Q. Have you any recollection as to which one would

perform that service? A. I would myself, if I were here.

Q. Do you know whether you did or not do that? A. Do what?

Q. Make that bid. A.. What bid?

Q. For the movement of those troops? A. No, sir, I do not. I cannot say that far back. Our letters, we receive in our office between 800 and 1,000 letters a day, and it is impossible to remember them all.

Q. If you made that bid, you are familiar with the matter of making bids for the movement of Government troops? A. It changes from time to time, you konw.

Q. Is it customary to submit that bid to the War Department at Washington, or to the army officers here? A. To whoever calls for it—the Quartermaster.

Q. Who usually calls for it? A. The Quartermaster.

Q. The Quartermaster in charge here? A. The Quartermaster in charge wherever the movement is to be made from.

Q. Is the contract made by the War Department at Washington or by the Quartermaster here? A. By the Quartermaster.

Q. You do not know whether it has to be O. K.'d by the War Department at Washington or not? A. I do not.

Q. Any movement of troops you may have made, as the representative of the Missouri Pacific Railway Company, from Jefferson Barracks to points in Colorado or other western territory reached by your road, and the Chicago, Burlington, Quincy railroad and other competitive roads from St. Louis, did you have any arrangement or understanding with those roads about the division of the rates? A. I cannot answer that far back.

Q. I will be specific with you. Did you, during the year 1901 and 1902? A. I cannot remember.

Q. Or 1903? A. I cannot remember.

Q. Or 1904? A. I do not remember.

Q. Or 1905? A. I don't remember.

Q. Have you ever had? A. Not that I remember, in those years.

Q. If there was any such division made, and the Government records would show it, no official other than you would have that knowledge, so far as the Missouri Pacific Railway Company is concerned? A. I am at the head of the passenger department. I am the one who would know of it.

Q. You would know it if it had been done? A. Yes, sir, I would know it if it had been done.

Q. Then you are prepared to say it has not been done? A. No, sir, I do not say that. I say, I do not recollect it.

Q. Have you the correspondence with the other roads that compete with you for that western business, concerning that traffic? A. Not here as enumerated in this subpoena.

Q. Have you for any years prior to that? A. No, sir. There would be none prior to that.

Q. And subsequent? A. I do not know.

Q. Will you make an investigation and let me know whether or not you have? A. Yes, sir.

Q. Are there any records in your office to show to whom you submitted this particular bid for the movement of these troops of 1904, in the summer of 1904, from the Jefferson Barracks to Fort Logan, Colorado? A. No, sir. The quartermasters are changing constantly and it might be made to one man one month and to another man, the next month.

Q. Have you any agreement or arrangement or understanding with these roads, as to a division of earnings on passenger traffic, or traffic of that character? A. No, sir.

Q. Is there a money pool on that sort of traffic? A. No, sir.

Q. If not, why was the division made with the Rock Island and Chicago, Burlington & Quincy Roads and other

competitive western roads? A. I have testified I did not know there was an agreement.

Q. I did not ask you about an agreement. I asked you if there was an agreement, why it was made? A. Why, if there was?

Q. Yes. A. I don't know that there was one.

Q. That does not answer my question. I am asking you why, if there was a division, why it was done? A. I do not catch your idea.

Q. My question assumes it was done. If a division was made by your road with these other competitive roads, that would be competitive to Fort Logan, Colorado, for the movement of those Government troops, why was that division made? A. I do not know that there was any division made. And if I do not know that there was any division made, I do not know—

Q. Assume there was a division. Why would it be done? A. I don't know.

Q. Does the Auditor's office of your road show receipts for traffic of that character? A. Yes.

Q. Are those records destroyed? A. I cannot answer that.

Q. Were they stored where these other records were stored? A. It was specially our room where our records were kept; but most of that floor was destroyed—wasn't t, Mr. Paine?

Mr. Paine: I do not know that Mr. MacIntyre's records were largely destroyed, but that is my understanding.

A. Yes, sir, Mr. MacIntyre's, the Auditor's records were largely destroyed.

Mr. Paine: He had a general store-room and we had only a certain limited space.

Mr. Crow: Q. You say the Auditor's books would show those receipts? A. Show what?

Q. Show those receipts. A. The Auditor's books would show the revenue derived from various sources.

Q. That is all for the present, Mr. Townsend. A. You wish to know if I have any records since this time?

Q. No, sir, I don't care for those since August, 1905. If you have anything up to that time, please produce it. A. Those were all destroyed.

Q. It would not be competent after that time.

Cross-examination waived.

E. H. PAYNE, a witness of lawful age, being duly produced, sworn and examined on the part of the Complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Have you the records called for in this subpoena? A. My records were destroyed prior to August, 1906. Prior to this time, the records were stored in the store-room of the Association and were literally burned up.

Q. You mean in this Missouri Pacific fire? A. Yes, sir. Since that time, I have tried to collect the files and have been able to get them up to January, 1904.

Q. How did you collect the files? A. By asking the different roads if they had copies. I wanted to complete the record and I went back as far as January, 1904, and I have them from that time up to the present time.

Q. Will you let me examine those? A. Yes, sir. They are very simple.

Q. They are all in order, are they? A. Yes, sir. Some meetings there are skipped. They had not always held the meetings.

Q. I will have to take these and go through them before I could undertake to say whether I want to introduce them or examine you about them. I will take care of them and be responsible for their safe return to you.

Q. I believe you stated the other day that the Diamond Joe line of steamers was a member of Passenger Association? A. Yes, sir.

Q. Is that the General Passenger Agents' Association? A. On each proceedings there, they show a full list of members.

Q. You don't know how long the Diamond Joe Line of steamers has been a member, do you A. Well, for a good many years, so far as my recollection goes.

Q. Can you tell me who represents the Diamond Joe Line of Steamers? A. Mr. I. T. Lusk.

Q. He lives here in the city? A. Yes, sir.

Q. Where is his office? A. Just address him as General Freight Agent and Passenger Agent.

Q. General Freight and Passenger Agent of the Diamond Joe Line of Steamers, City? A. Yes, sir.

Q. I do not care to examine you further until I examine these records. A. I do not think you will find anything in there to bother you.

At this point the further hearing of testimony herein was by consent adjourned to Tuesday, May 28, 1907, at half-past ten o'clock A. M.

St. Louis, Mo., May 28, 1907.

By consent, a further adjournment was taken until Tuesday, June 3, 1907, at half-past two o'clock P. M.

St. Louis, Mo., June 3, 1907.

Met, pursuant to adjournment as above, on Tuesday, June 3rd, 1907, at half-past two o'clock P. M., at the office of the Special Master.

Present: Hon. Roderick E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Government.
Mr. Fred Lehmann appeared in behalf of the defendant.

The following proceedings were had:

ISAAC P. LUSK, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. State your name, residence and occupation. A. Isaac P. Lusk, General Freight and Passenger Agent of the Diamond Joe Line of Steamers. I reside in St. Louis.

Q. Where is the general office of your company? A. At the wharfboat at the foot of Washington avenue.

Q. What is the business of the Diamond Jo Line of Steamers? A. Carrying freight and passengers.

Q. From where to where? A. From St. Louis to St. Paul and intermediate points.

Q. During the open season? A. Yes, sir, during the season.

Q. Do you have a passenger tariff? A. Yes, sir.

Q. Is it printed? A. Yes, sir.

Q. Do you file it with the Interstate Commerce Commission? A. No, sir.

Q. You are not required to do that. A. No, sir.

Q. Have you any copies of that passenger tariff? A. I have at our office.

Q. Will you furnish me with the passenger tariff for the year 1900 to the year 1904, inclusive, from St. Louis up to St. Paul? A. Yes, sir.

Q. You represent your company in the St. Louis Local Passenger Agents' Association? A. Yes, sir.

Q. When did you join that association? A. I don't know. Our company has been a member a good many

years; I should say ten or twelve years or probably more than that.

Q. How long have you represented your company here? A. About twenty-five years.

Q. I believe you stated, your company did a general carrying business up and down the river to and from St. Louis? A. Yes, sir.

Q. When could you furnish me those tariffs—in a day or so? A. Yes, sir, I can give you those at any time.

Q. Will you mail them to the stenographer? A. Yes, sir. I will say that in the association we had been in, we have quoted nothing but our local one-way rates, and the rates have been quoted round-trip by the boat.

CROSS-EXAMINATION, BY MR. FREDERICK W. LEHMANN.

Q. What is your line, from what place to what place? A. St. Louis to St. Paul.

Q. How long does it take you to run from St. Louis up to St. Paul? A. Four days is our schedule time for the St. Paul trip. We have shorter local trips?

Q. But it takes four days to run from here to St. Paul? A. Yes, sir.

Q. How long to run back here from St. Paul? A. Three days.

Q. Do your rates include board? A. Our rates include meals and berth. We have three different rates: We have just the transportation rates, and the rates including meals and berth, and then what we call "deck rates," without meals or berth.

Q. But you have rates including what is called "stateroom and table?" A. Yes, sir. Meals and berth.

Q. And it takes four days to go up and three to come back? A. Yes, sir, that is our ordinary time in ordinary stages of water. Sometimes the river gets so low that we

cannot quite make it. But as a rule that is our schedule time.

Q. How many boats have you? A. We have four.

Q. And how frequent are your runs? A. We generally start in to St. Paul about the first of May with one boat, and make nine-day trips.

Q. That is, make the trip once in nine days? A. Yes, sir, but the time scheduled is seven days. The two days we have for cleaning up the boat, repairing machinery, etc.

Q. And then as the season advances you put in more boats? A. Yes, sir, generally from the fifteenth of June to the first of July, we start in a second boat, and then we have a boat leaving every four or five days.

Q. And later, you still have another? A. No, sir, we only run two through to St. Paul.

Q. So you have a boat out every four or five days? A. Yes, sir, four days from one boat to the next, and then alternate it this way every four or five days.

Q. Is that the line of which Commodore Davidson used to be the head? A. No, sir. He sold to another company and then we bought out the other company about 1900 or 1901, I think it was.

EDWARD HART, JR., recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. You are the Freight Agent of what road in St. Louis? A. The Baltimore and Ohio Southwestern.

Q. Did you have in your possession the freight rates on coal from points on your road in Illinois to East St. Louis, Illinois, or to St. Louis, Missouri? A. I have them in the office.

Q. That is what I mean. A. Yes, sir.

Q. Will you furnish me those tariffs for the years 1900

to 1904, inclusive? A. I am not sure that I can as far back as that.

Q. You don't know how far back you can go? A. Whatever we have on file we will be glad to give you.

Q. Will you look it up and give it to me? A. Yes, sir. You want it to St. Louis?

Q. St. Louis or East St. Louis, if you make the rates that way? A. I would like to consult my attorney about the East St. Louis rates.

Q. You can do that. A. (After consulting attorney) Yes, sir, we will file them, East St. Louis and St. Louis, to the extent of our ability.

CROSS-EXAMINATION, BY MR. FREDERICK W. LEHMANN.

Q. You mean by furnishing them to the best of your ability, that you will furnish them so far as you have them? A. Yes, sir.

JOHN FITZGERALD, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What road are you connected with? A. The L. & N.

Q. What position do you occupy? A. Superintendent of Terminals.

Q. Have you in your possession any of the tariffs relating to coal from points in Illinois to St. Louis or East St. Louis? A. I do not think our office makes a point to keep up with the issues up to date, but they are kept in the general freight agent's office downstairs.

Q. Could you get those, from 1900 to 1904, inclusive? A. Yes, sir.

Q. Will you please send them to the stenographer? A. Yes, sir.

J. M. DENYVEN, a witness of lawful age, being duly produced, sworn and examined, on the part of the Complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. You are the General Freight Agent for the Mobile and Ohio Railroad? A. Yes, sir.

Q. Have you the tariffs on coal in your possesion from points in Illinois to St. Louis or East St. Louis, or both? A. We have them in our office from the Illinois mines to East St. Louis.

Q. Have you any to St. Louis? A. As I recall it, we did not publish rates to St. Louis, until possibly a year ago.

Q. Will you furnish me those rates from the years 1900 to 1904, inclusive? A. Yes, sir, if we have them.

J. R. PEACHY, a witness of lawful age, being duly produced, sworn and examined on the part of the Complainant, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What road are you connected with? A. The Illinois Central.

Q. What position do you occupy? A. Assistant General Freight Agent.

Q. Of that road here in St. Louis? A. Yes, sir.

Q. Have you tariffs in your possession of the Illinois Central Road from the coal mining points on your road to St. Louis or East St. Louis? A. We have not made a point of keeping those tariffs, that is, keeping a regular file of them. But I think I could procure them. How soon would your want them?

Q. In any reasonable time. A. I could get them from Chicago in a reasonable time.

Q. Will you get them to me for that period? A. Yes, sir.

R. A. CAMPBELL, recalled, testified as follows:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. What position do you occupy, Mr. Campbell? A. I am the General Freight Agent of the Southern R. R.

Q. You have heard the questions I have asked these other gentlemen? A. Yes, sir, you have had me here before.

Q. Can you furnish me those tariffs? A. I can to East St. Louis. At that time, the period you mention, we had not tariffs to St. Louis.

Q. Will you send me those tariffs from 1900 to 1904, inclusive? A. Yes, sir.

At this point the further hearing of testimony was adjourned to Friday, June 7, 1907, at 2:30 P. M.

St. Louis, Mo., June 7, 1907.

Met, pursuant to adjournment as above, on Friday, June 7, 1907, at the office of Hon. R. E. Rombauer, Special Commissioner.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Government.

Mr. Frederick W. Lehmann appeared in behalf of the defendant.

The following proceedings were had:

S. B. SCHUYLER, recalled, testified as follows:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. Mr. Schuyler, I will hand you here some sheets containing a number of rates on bituminous coal, transferred

across the river by way of the Carondelet Ferry, and I will ask you to examine them to see if you can identify them and say what they are. A. (After examining papers) This one (indicating) is ballast, and this one is lumber.

Q. Mr. Lehmann: What is that? A. That is the old transfer, before the sale of the Conlogue Road. Those are the rates and the divisions of receipts. That is the business that moved from Carondelet to East Carondelet and thence via the Conlogue road for delivery.

Mr. Crow: Q. Do you identify those? A. Yes, sir, I identify these three sheets with tariff governing transfer charges on coal, on lumber, and on chatts, railroad ballast.

Q. What, if any, part of that tariff is a proportional tariff? A. A proportional tariff?

Q. Yes. A. I beg to ask for a little explanation as to what is meant by "proportional tariff?"

Q. I mean if there is any division of that tariff by the Iron Mountain Ry. Company with any other company? A. Yes, sir, it shows for itself.

Q. Explain just what it shows. A. It is not the Iron Mountain in all of them. They are tariffs of the Ferry company divisible with the Conlogue road, the East St. Louis and Carondelet R. R., which together made the transfer possible, and the rate applied to the two of them together.

Q. The rate was a railroad rate? A. No, sir, the rate was a ferry transfer rate. The Conlogue road was a necessary part of the transfer, to transport all carloads from East Carondelet to railroad connections. That was a necessary part.

Q. Does that sheet contain the railroad rates? A. It contains the railroad rates and some cases it shows the rate was made through. For instance, from points on the Mississippi River on the Bonne Terre road to certain railroads on the East side. A through rate is shown here. The divisions of that through rate are shown and the divisions

north of Riverside are shown. That is the junction point of the Bonne Terre Road and the Iron Mountain Road. The divisions north of there are shown as between the Iron Mountain, the Missouri Pacific, as connecting with the ferry from the Iron Mountain road. The ferry itself. And the Conlogue road, on the east side, and the terminal switching charge.

Q. Take, for instance, under that sheet, say a car of chatts coming from the St. Joe mines, under the arrangement and statement made, what would be the transfer charge? A. For which road?

Q. For the Ferry. A. I have it here for the Mobile and Ohio, the Terminal Association, the Louisville and Nashville, and Evansville Consolidated.

Q. Was the rate for Ferry transfer the same for all of them? A. No, sir.

Q. What would be the rate per carload for each one of those roads, on a carload of chatts? A. The rate, when those were handled in ordinary flat or coal cars, the lines north of Riverside were to receive $4.50 per car, regardless of the weight.

Q. That is for the railroad haul and all? A. Yes, sir. But that was divided and gave the Iron Mountain for hauling it to Carondelet 66 2-3 per cent of that $4.50 per car. The transfer received the other one-third, 33 1-3 per cent of the $4.50.

Q. The ferry charge? A. The ferry and the Conlogue road together.

Q. And how is the division between the Conlogue road and the ferry? A. The proportion accruing east of Carondelet subdivides fifty per cent to the Conlogue road, fifty per cent. to the fer y company, but they pay the Missouri Pacific Railway twenty-five cents per car for incline service.

Q. And they get fifty per cent and 33 1-3 per cent less

twenty-five cents per car? A. Yes, sir. That was the ferry charge. But the transfer charge included the East St. Louis and Carondelet charge. Now that was on one.

Q. What road was that? A. The Mobile and Ohio.

Q. Take the next road? A. The next one is the Terminal Association. The lines north of Riverside were to receive $4.50 per car, regardless of weight, plus four cents per cubic yard.

Q. How much does that amount to per car? A. That is very hard to say, unless you give me the cubic yards of the car. That was to give them $4.50 per car, plus four cents per cubic yard, and the division was made as in the previous case.

Q. What is the third road? A. The third is the Louisville, Evansville and St. Louis, prior to August 25, 1900. That, when loaded into an ordinary flat or coal car, was forty cents per cubic yard. Lines north of Riverside should receive $4.80 cents per car, regardless of weight. The division was the same as in the first case.

Mr. Lehmann: Q. The division of the balance you mean?

Mr. Crow: The division of the $4.50.

A. Later, after August 25, when loaded into a dump car, side or bottom dump, there was forty-five cents per cubic yard from Doe Run and Bonne Terre, and in ordinary flat cars 42½ cents per cubic yard. The division of the side dump cars, north of Riverside, was to receive $4.50, regardless of weight, plus 2½ cents per cubic yard. They received 1¼ in the third one. On an ordinary car they received just $4.50 per car, regardless of weight. You see, it is a different class of equipment. In the first class of equipment they received so much more for the cubic yard in the car, in addition. In this case, in an ordinary flat or coal car, they moved it for forty-two and one-half cents per cubic yard after August 25, 1900.

Q. In dollars and cents how much would be the transfer charge or full ferry charge? What would the ferry receive for transferring those respective cars across the river? A. Name the weight of the cars and I will figure it out.

Q. What is the average weight of a car? A. Forty or fifty thousand pounds for ballast, I think.

Q. Give it generally. A. I will have to get the weight of a cubic yard.

Q. You haven't that? A. I do not recall the weight of a cubic yard of chatts.

Q. Wouldn't those cars haul nearer sixty thousand lbs. than forty or fifty? A. Three thousand lbs. per cubic yard is the weight of chatts. That would be 16 2-3 yards, fifty thousand lbs. The fifty thousand lbs. car from Riverside to the Louisville, Evansville and St. Louis Consolidated Railway would receive one-half of one-third, which is one-sixth, of 4.71, which is—

Q. That is about seventy-five cents? A. Yes, sir, about seventy-eight cents, less twenty-five cents incline, which would be fifty-three cents.

Q. And, of course, as the weight of the car increased, if it ran to eighty thousand lbs. per load, it would be proportionately more? A. Yes, sir. But that is not the transfer charge. You are asking me merely the paid charge.

Q. Yes, I understand that the Conlogue charge is extra beyond that. A. Yes, sir. It is larger than that.

Q. This extra cost, plus the difference of twenty-five cents on the incline? A. Yes, sir.

Q. Those sheets are all substantially of the same character (indicating)? A. Yes, sir, substantially of the same character and they explain themselves.

Q. They explain themselves with your elucidation, but to the ordinary man they would mean nothing.

Mr. Crow: I will offer in evidence these sheets, being three sheets containing tariff on coal, lumber and chatts.

Above exhibit is marked "Complainant's Exhibit No. 63a."

Mr. Crow: Q. If there should be a movement of troops from Jefferson Barracks to say, Fort Logan, Colorado, and the Missouri Pacific Ry. should be the carrier, and there should be a division on the basis of a money pool, between the Missouri Pacific and three other roads, would the records in your office disclose that fact? A. A money pool?

Q. Yes. A. No, sir.

Q. If there should be a division of that character, on that kind of business, on the basis of simply so much money earned and such an amount of carriage performed, would your records show that? A. If it was a settlement with the Government, in any form, our records would show our bill against the Government therefor, unless it was some special arrangement that had been entered into for a train load in the form of a charter for the entire train.

Q. Then what department would have it? A. The passenger department if passenger, and maybe, the transportation department.

Q. Who has charge of the transportation department? A. The general manager.

Q. That is a separate department from Mr. Townsend's department? A. Yes, sir. But he would not make any rate or anything of that kind.

Q. I am not after the rate, but I am after the record of the business now. A. The passenger department would be the one that should have the record of the rate fixed with the Government.

Q. If there was a settlement between your road and other roads, suppose there was a division of that business,

would your records in your office show that? A. If there was a division, our records would show it.

Q. Your division of the business? A. No, sir, I don't know anything about the division of the business.

Q. Would there be any record of the company that would show that? A. I don't know of any.

Q. Would they have to settle with the Missouri Pacific? A. You said a division of the business?

Q. I mean of the money? A. If there was any division of the earnings there could not be any unless there was a performance of the business by all three.

Q. You must have forgotten the form of my first question. I said, if there was a movement of Government troops from Jefferson Barracks to Fort Logan, Colorado, and the Missouri Pacific Railway performed it for so much money, and divided the money received for that service with three or four other roads, would the records of your office show that division? A. My answer was, if there was a division with other roads, and a division of the revenue, we could tell. If it moved over our lines and partly over another line and partly over another line. Our line does not reach Fort Logan.

Q. Will you look it up and see if in the years 1904, there was such a movement and such a division between the Rock Island road, the Burlington road, the Wabash road and your road? A. Oh, I understand now what it is you want. You mean a pool?

Q. I don't know what you call it. A. We have not done business on a pool for a good many years.

Q. Will you look over your records and see if there is any such thing? A. Oh, there is nothing indicating a pool.

Q. See if there is anything indicating the movement of those troops? A. Yes, I will look and see.

Q. What is the name of the gentleman who would have

charge of the railroad tariffs showing the charge for the movement of freight over the Iron Mountain road? To whom would I go for those? A. The Freight Traffic Manager.

Q. Who is that, Mr. Stith? A. Yes, sir, Mr. Stith.

Q. I don't know whether he would have it or the General Freight Agent? A. He is in general charge of the entire traffic department.

Q. He could furnish it? A. He controls that part, for the freight business, of course, not for the passenger.

CROSS-EXAMINATION, BY MR. FREDERICK W. LEHMANN.

Q. I notice on this first sheet, Missouri Pacific No. 3837 and Missouri Pacific I. C. C. No. 3399, effective May 23, 1900. Is that tariff effective now? A. I think so. But there is no transfer business going on there. It is still extant, but no transfer facilities are there. There is a ferry boat for wagons, you know, and passengers.

Q. And that is true of all the business covered by these three sheets? A. I believe so.

Q. It is no longer done in that way? A. No, sir.

Mr. Crow: Not since the sale of the Conlogue road? A. It was cut off about then.

Q. Soon afterwards? A. Yes, sir.

SAMUEL J. PARKS, a witness of lawful age, being duly produced, sworn and examined on the part of the complainant, testified as follows:

DIRECT EXAMINATION BY MR. E. C. CROW:

Q. State your name, residence and occupation? A. Samuel J. Parks. St. Louis. Auditor of the passenger accounts of the Wabash Railroad.

Q. You have been connected with the road for some time? A. About eighteen years.

Q. What are your duties as auditor of the passenger department? A. To check up the agents' reports of ticket sales and with foreign roads for foreign business.

Q. If there would be a division of business where the service is performed by another road, would that go through your hands? A. If it was joint with the Wabash, it would.

Q. If the Wabash performed no part of the service, but got part of the revenue, would that pass through your office? A. I don't think so. I don't know of any case of that kind.

Q. Without regard to your knowledge on that question, do you know whether or not that would come to your office? A. No, sir, I do not.

Q. It would not come to your office? A. No, sir.

Q. Who would make that settlement? A. I do not know.

Q. You do not know anything about that? A. No, sir.

Q. The passenger agent of your road makes no settlement with other roads, does he? A. Not to my knowledge.

Q. Yours is the accounting office of the passenger department? A. Yes, sir, and we have the books and the coupon tickets.

Q. I understand you to say that in the records of your office, there ought to be a settlement made with what you call "foreign roads," that is, other roads coming to the Wabash, for passenger service? A. Yes, sir, the settlements all come through my office.

Q. Will you examine your records for the years 1903-04 and see if there was any division, or any money received by the Wabash, from the Missouri Pacific, on account of Government troops moved from Jefferson Barracks to Fort Logan, Colorado? A. Yes, sir, I will look.

St. Louis, July 8th, 1907.

Met, pursuant to adjournment as above, on Monday, July 8th, 1907, at ten o'clock A. M., in the office of the Special Commissioner, Hon. R. E. Rombauer, in the Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. Edward C. Crow and Hon. Chester H. Krum appeared on behalf of the Complainant.

Mr. F. W. Lehmann appeared on behalf of the Defendants.

The following proceedings were had:

Counsel for the Complainant here offers in evidence the map prepared by the Pitzman Engineering Company, referred to in the testimony of Julius Pitzman.

JAMES E. HANNEGAN, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. You are secretary of the St. Louis Local Passenger Bureau? A. Yes, sir.

Q. Will you please tell the Special Commissioner what constitutes the membership in the St. Louis Local Passenger Bureau? A. The Chicago, Burlington & Quincy R. R. Co.; The Chicago & Alton Railroad Co.; Chicago, Peoria & St. Louis; The Illinois Central R. R. Co.; The Missouri Pacific Railway Company; The St. Louis, Kansas City & Colorado R. R. Co.; The Wabash Railroad Company.

Q. Is that all? A. Yes, sir, that is all.

Q. What relation does the St. Louis Local Passenger Bureau sustain to the St. Louis General Passenger Agents' Association? A. None.

Q. No connection whatever. A. No, sir.

Q. What relation do you sustain to the St. Louis Local Passenger Bureau? A. I am its Secretary.

Q. In charge of the records of that Association? A. Yes, sir.

Q. What is the general business of that Association? A. It is a sub-organization of the Western Passenger Association.

Q. When you say "sub-organiaztion," please explain just what relation it bears to the Western Passenger Association? A. In the Articles of Association of the Western Passenger Assocition there is a provision that local bureaus shall be maintained at several large cities, under its jurisdiction, and St. Louis is one.

Q. What other city is under the jurisdiction of the Western Passenger Association? A. There are several. St. Louis, Chicago, Minneapolis, St. Paul, Kansas City, Omaha, and Denver.

Q. What officials has the Western Passenger Association? A. It has a Chairman and Secretary.

Q. Who is Secretary? A. E. E. McLeod.

Q. Where does he live? A. His headquarters are in Chicago.

Q. And who is Secretary? A. Thomas Thompson.

Q. Are his headquarters in Chicago? A. Yes, sir.

Q. Do you report to these gentlemen, or either of them? A. I report, so far as the business of the Western Passenger Association is concerned, to Chairman McLeod.

Q. You only deal with passenger rates? A. Only with passenger affairs.

Q. Do you deal with passenger rates? .A No, sir.

Q. You have nothing to do with the rates? A. No, sir, as I have testified.

Q. What part of the passenger affairs do you deal with? A. The purpose of the local bureaus at St. Louis, Chicago,

and these other cities where they are maintained, is principally to head off manipulations and schemes of the ticket scalpers. The Western Passenger Association has a large territory under its jurisdiction, but no local bureaus are necessary except in large cities in its territory where ticket scalpers exist. The main portion of the business of the St. Louis Local Passenger Bureau is brought about by the manipulations and irregular and fraudulent practices of ticket scalpers. If ticket scalping could be eliminated, the necessity for the St. Louis Local Passenger Bureau would cease.

Q. What relation does the St. Louis Local Passenger Bureau sustain to the Western Passenger Association? A. The lines I have mentioned are members of the Western Passenger Association.

Q. I asked you what relation the Geneal Passenger Association of St. Louis sustains to the Western Passenger Agents' Association? A. That is the best answer I can make. The lines I have mentioned in answer to your first question, as members of the St. Louis Passenger Bureau, which is a sub-bureau of the Western Passenger Association, are members of the Western Passenger Association. That is the only relation that those lines sustain. So far as the organization is concerned—I am not the Chairman of the Western Passenger Association, but it is my understanding that that organization, the St. Louis Association of General Passenger Agents, sustains no relation to the Western Passenger Association—but the Chairman of that organization can answer that question.

Q. Then your answer is, that you do not know what relation is sustained? A. My answer is, that to the best of my knowledge they do not sustain any relation whatever.

Q. With what other organization of passenger agents are you connected? A. I am Chairman of the Southwestern Excursion Bureau.

Q. Besides handling excursions, what other business does that Association handle? A. It handles, generally speaking—

Q. As I stated, aside from the excursion business? A. It handles the Southwestern territory generally. That is, Texas, Indian and Oklahoma territories, and the southern half of Missouri.

Q. That is its territory; now what business do you handle? A. The excursion business.

Q. Outside of the excursion business, what do you handle? That is my original question—out side of the excursion business, what business does that Association handle? A. My understanding is, it has jurisdiction over various classes of passenger business.

Q. Tell us what it is? A. It is simply a clearing-house, as I think I stated in my original examination some time ago. It is simply a clearing-house for the registration of the individual views of the various lines that are under its jurisdiction; and it is my understanding that these views may be expressed with respect to any traffic.

Q. Freight traffic? A. No, sir; passenger traffic, I mean.

Q. That is the same general observation that you injected into the record before. Will you please tell me exactly what relation you sustain to these roads, and what business you carry on with these roads? A. In what respect?

Q. You know what business you are doing with them. I don't. A. Are you conducting this examination now—are you trying to get my testimony as Secretary of the St. Louis Local Passenger Bureau, or as Chairman of the St. Louis Southwestern Excursion Bureau? Because the duties are different.

Q. If you desire me to explain my question, I will say that I am talking about the passenger business of the St.

Louis Southwestern Excursion Bureau. A. The Southwestern Excursion Bureau handles any matter which may be confided to it by the passenger agents connected with it.

Q. Mention them? A. Suppose, for example, that a line wanted to make a rate out of Tulsa, Indian Territory, to Oklahoma City and back, with a fare and one-third for the round trip; they would send a request to the Chairman to submit what we call "a proposition."

Q. Who is the Chairman? A. I am. Then I would send to the interested lines a proposition to record their views upon a proposition to make a round trip rate of $1.50, say, from Tulsa to Oklahoma City and return, excursion tickets to be sold on certain days, and to be good to return on certain days. Now I would ask that answers come in by a certain time. All the lines would have an opportunity, then, to express their views. If all the views expressed were favorable, I would make an announcement to that effect. If any line objected, I would make that announcement. After a certain time—I think it is five days—then the line that asked that the proposition be submitted would have the option of exercising its individual rights and serve a notice that it would put those rates into effect.

Q. Is there any other class of business you handle? A. I think—

Q. What territory does the Southwestern Excursion Bureau cover? A. The south half of Missouri.

Q. What do you mean when you say "the south half of Missouri?" A. I mean all that portion of Missouri south of the line of the Missouri Pacific road from St. Louis to Labadie, and the St. Louis, Kansas City & Colorado road from Labadie to Kansas City. Also that portion of the State of Kansas east of the line of the St. Louis & San Francisco Railroad Company from Kansas City through Olathe, Baxter and Galena; the States of Arkansas, Texas, and Indian and Oklahoma territories.

Q. These rates you deal with are only excursion rates? A. Yes, sir.

Q. They have nothing to do with the regular rates. A. No, sir.

Q. If the regular tariff rate is cut by a road, is complaint made to you about that? A. In some cases we might investigate matters like that.

Q. Are you the officer to whom the complaint would be made? A. Not necessarily.

Q. Is it usually made to you? A. No, sir, it is usually the case that these matters should be adjusted between the roads themselves.

Q. If they are not adjusted between the roads themselves, would complaint be made to your office? A. It might be.

Q. Is it customary to do that? A. I wouldn't say it is customary.

Q. Is it frequently? A. I wouldn't say frequently.

Q. You have jurisdiction of that matter? A. I would assert jurisdiction as to that matter.

Q. Where would you acquire that jurisdiction from? A. I think that jurisdiction would be confided in me by the General Passenger Agents of the roads who were parties to the Bureau.

Q. Parties to the Excursion Bureau? A. Yes, sir.

Q. Their agreement or articles of association cover that point, do they? A. We have no articles.

Q. Or agreement? A. We have no agreement.

Q. Your understanding, then?—A. We have no understanding—well, we have a little understanding, to this effect: The Southwestern Excursion Bureau is successor to the Southwestern Passenger Bureau, which was disbanded in 1893. We have an understanding that the rules of the Southwestern Passenger Bureau would apply to the Southwestern Excursion Bureau, but we have no formal articles for the Southwestern Excursion Bureau.

Q. Just an understanding that the Southwestern Excursion Bureau, in addition to its other duties, assumed the functions of the Southwestern Passenger Bureau, which was dissolved in 1893; and it is, by virtue of that understanding that the jurisdiction of the matter of making the rates comes to you and would be entertained by you? A. It would be by virtue of that understanding.

Q. Are there any rules or regulations for the determination of these questions of cutting rates? A. No, sir, there are no rules at all, as I have stated.

Q. Any mode of procedure? A. The mode of procedure is to ascertain the facts, and promulgate them.

Q. Who does that? Do you do that through your agents and representatives? A. I do it, myself. It is not a very onerous task.

Q. For that purpse you summon people before you, and invite them to make reports and statements? A. No, sir.

Q. How do you proceed to investigate? A. By correspondence.

Q. You ask them— A. I ask a man what the facts are.

Q. And you ask them to make a statement in writing? A. I ask them what the facts are.

Q. How are those facts reported to you—in writing? A. Yes, sir, usually it is handled by correspondence.

Q. And this correspondence is in the files of the Association, and those files belong to the records of the Association, do they? A. Well, not necessarily.

Q. They aren't your individual property, are they? A. Oh, no, they are not my individual property.

Q. Whose property are they, then? A. We may not keep them.

Q. In the event they were kept, they would be your property? A. No, sir, they would not be my property.

Q. I mean they would be the property of the Association?

A. They would be the property of the Southwestern Excursion Bureau.

Q. Have they been destroyed? A. I do not know.

Q. You have had custody of them, haven't you? A. I assume so. I really do not recollect any such cases as that.

Q. You don't remember that you ever entertained any jurisriction of that kind? A. I do not remember that I have exercised any jurisdiction of that kind recently—not as far as St. Louis is concerned, any way.

Q. Or over any of your territory? A. I respectfully submit that this inquiry is pretty broad, if it wants to find out what the facts are with reference to any irregularity between Beautmont, Texas, and Tulsa, Indian Territory.

Q. That is not for you to determine. The Court will take care of that. Will you please answer the question: Have you been entertaining any of these questions in your jurisdiction? A. I have.

Q. Have you destroyed those letters? A. I do not know.

Q. Who would know? A. I have not intentionally destroyed any—if that is what you mean.

Q. Who would know, if you do not know? A. I don't know.

Q. Have you any clerks in your office? A. Of course. I do not personally keep track of all these matters, and we do not attempt to keep all our records for five or six years.

Q. The clerks do not take out records and destroy them, unless you authorize them to do so, do they? A. No, sir.

Q. And nobody else but you could direct it to be done? A. No, sir.

Q. If any had been destroyed, you would know that fact, wouldn't you? A. Not necessarily. We do not keep our records forever.

Q. How long do you keep them? A. We do not keep them any longer than a year.

Q. You have them for a year? A. Yes, sir.

Q. And for any time prior to that? A. I don't think so.

Q. What other Association have you any connection with? A. That is all.

Q. Just those two? A. Yes, sir.

Q. When did you cease to entertain any jurisdiction in these matters, with reference to St. Louis, so far as cutting the rates is concerned? A. You mean in the Southhwestern Excursion Bureau?

Q. Yes. I don't understand that I have ceased to entertain that jurisdiction.

Q. I thought you qualified your statement awhile ago to the extent that you did not entertain that jurisdicion with respect to St. Louis? A. I said I had not made any investigation of that character out of St. Louis, to my recollection—that is what I meant to say.

Q. Were you an official of the defunct organization, that went out of existence, that you mentioned? A. I was.

Q. Who had those records? A. I think they were destroyed.

Q. Who had charge of them? A. Charles M. Pratt.

Q. Where does he live? A. He now lives in Chicago, I believe.

Q. With what road is he connected? A. He is with the Rock Island.

Q. Was he Secretary? A. He was Chairman of the Southwestern Passenger Association.

Q. Who was Secretary? A. They really didn't have a Secretary, but the man who acted as Secretary and Chief Clerk was John H. Norton.

Q. What became of him? A. I really do not know where he is at present. He was validating agent during the World's Fair, and since that time he is in Canada somewhere.

Q. With what road was he connected before he became

validating agent at St. Louis during the Fair? A. He was with the M. K. & T. for a short period.

J. L. PENNEY, recalled, on behalf of the Complainant, testified as follows, to-wit:

DIRECT EXAMINATION, BY MR. E. C. CROW:

Q. Do you know how much general reduction has been made in freight charges since 1905, for transfer across the river, by the St. Louis Terminal Railroad Association—not in cents per hundred pounds, but the amount of revenue in proportion to the business carried at that time, and not on the present basis of business? A. Can I ask a question?

Q. Certainly. A. You mean you want to get at how much the charge has been lessened on goods to St. Louis?

Q. Yes, to and out of St. Louis—just that general proposition, and in general terms? Do not try to be specific. A. About 65 per cent on the business without a radius of one hundred miles.

Q. Beyond a radius of one hundred miles? A. Yes. Possibly, 35 per cent on business within a radius of one hundred miles.

Q. That is, on the St. Louis Terminal Railroad Association's lines? A. On all lines.

Q. How much difference is there in the charges on the St. Louis Terminal Railroad Association's lines, proper? A. There has been no change; there has been very slight change on the Terminal proper, except in the matter of soft coal; that charge has been reduced from thirty cents per ton to this St. Louis territory, to twenty cents a ton.

Q. There has been an increase in the switching rate on this side of the river, for soft coal? A. No, sir.

Mr. Lehmann: Q. You mean no increase by the Terminal Railroad Association?

Mr. Crow: Q. I am addressing myself to the St. Louis

Terminal Railroad Association's property. Then your answer is, that so far as the Terminal Railroad Association's properties are concerned, there has been no reduction in the charges since 1903? A. No, sir, no material reduction. There have been reductions, but no material reductions, except on soft coal. The tendency is always toward reduction with us, and we do make reductions from time to time.

Q. There has been no such reduction as would figure out any definite percentage on the volume of business of the St. Louis Terminal Railroad Association, such as you mention, beyond the one hundred mile radius, and within the one hundred mile radius? A. I answered that the reduction has been made to and from St. Louis. A large proportion of the St. Louis Terminal Railroad Association charge has been shifted from the individual, the receiver and the shipper, to the railroad companies.

Q. And has not been absorbed by the Terminal Railroad Association, but by the individual lines? A. Yes, sir.

Q. You are familiar with the charge that is made now for what is known as "chatts," running in on the Terminal property, to and from St. Louis, across the river? A. Yes, sir.

Q. Do you remember what the rate is? A. Twenty cents per ton.

Q. What would that make, on the average, for a car of chatts? A. Five dollars.

Q. Is that on an average car? A. Yes, sir.

Q. How many tons would that be? A. About twenty-five tons.

Q. Wouldn't that be a small amount? A. Yes, sir, for chatts that would be small. I should judge thirty-five tons would be fair. That would be seven dollrs.

At this point, this witness is temporarily excused, with the understanding that he is to be recalled later for further examination.

Complainant offers in evidence Coal Tariff No. 20 of the Chicago & Eastern Illinois R. R., effective May 10, 1902, together with Supplement No. 1 thereto.

Above exhibit is marked "Complainant's Exhibit No. 64."

Complainant offers in evidence Coal Tariff No. 110 of the Chicago & Eastern Illinois Railroad, effective April 1, 1903, together with Supplements Nos. 1 to 14, inclusive, thereto.

Above exhibit is marked "Complainant's Exhibit No. 65."

Complainant offers in evidence Coal Tariff No. 283, effective May 2nd, 1904, of the Chicago & Eastern Illinois Railroad, together with Supplements Nos. 1 to 6 thereto, inclusive.

Above exhibit is marked "Complainant's Exhibit No. 66."

Complainant offers in evidence Coal Tariff No. 283-A of the Chicago & Eastern Illinois Railroad, effective May 23, 1905, together with Supplements Nos. 1 to 11, inclusive, thereto.

Above exhibit is marked "Complainant's Exhibit No. 67."

Complainant offers in evidence Coal Tariff No. 5 of the St. Louis Coal Traffic Association, effective June 3, 1897.

Above exhibit is marked "Complainant's Exhibit No. 68."

Complainant offers in evidence Coal Tariff No. 6 of the St. Louis Coal Traffic Bureau, effective August 1, 1898.

Above exhibit is marked "Complainant's Exhibit No. 69."

Complainant offers in evidence Information Circular No. 1 of the St. Louis Coal Traffic Bureau, effective January 4, 1900.

Above exhibit is marked "Complainant's Exhibit No. 70."

Complainant offers in evidence Information Circular No. 1 of the St. Louis Coal Traffic Bureau, in effect January 4th, 1900, together with supplements thereto; Information Circular No. 2 of the St. Louis Coal Traffic Bureau, in effect March 20, 1901, together with supplements thereto; St. Louis Coal Traffic Bureau Information Circular No. 3, in effect December 22, 1902; and St. Louis Coal Traffic Bureau Information Circular No. 4, in effect January 10, 1903, together with supplement thereto.

Above four Information Circulars are marked "Complainant's Exhibit No. 71."

Complainant offers in evidence Information Circular No. 2 of the St. Louis Coal Traffic Bureau, in effect March 20, 1901.

Above exhibit is marked "Complainant's Exhibit No. 72."

Complainant offers in evidence Information Circular No. 3 of the St. Louis Coal Traffic Bureau, effective December 22, 1902.

Above exhibit is marked "Complainant's Exhibit No. 73."

Complainant offers in evidence Information Circular No. 4 of the St. Louis Coal Traffic Bureau, effective January 10, 1903, together with amendment thereto.

Above exhibit is marked "Complainant's Exhibit No. 74."

Complainant offers in evidence Information Circular No. 5 of the St. Louis Coal Traffic Bureau, effective May 1, 1905.

Above exhibit is marked "Complainant's Exhibit No. 75."

Complainant offers in evidence I. C. C. No. 2 Schedule of Rates No. 10, Wiggins Ferry Co., East St. Louis Connecting Railway, and St. Louis Transfer Railway Co., in effect July 13, 1897; I. C. C. No. 3, Schedule of Rates No. 11 of the same companies, effective January 1, 1899; I. C. C. No. 4, Schedule of Rates No. 12 of the same companies, effective January 1, 1902; I. C. C. No. 5, Schedule of Rates No. 13 of the same companies, in effect May 15th, 1905; together with supplement thereto; I. C. C. No. 7, Freight Tariff No. 14, of the same companies, together with supplement thereto

All of which exhibits are marked "Complainant's Exhibit No. 75-A."

Complainant offers in evidence Information Circular No. 6 of the St. Louis Coal Traffic Bureau, in effect June 5, 1905.

Above exhibit is marked "Complainant's Exhibit No. 76."

Complainant offers in evidence Freight Tariff No. 4 of

the Terminal Railroad Association of St. Louis, in effect May 1, 1900.

Above exhibit is marked "Complainant's Exhibit No. 76-A."

Complainant offers in evidence Freight Tariff No. 5 of the Terminal Railroad Association of St. Louis, in effect June 15th, 1904, together with Supp. No. 2 thereto.

Above exhibit is marked "Complainant's Exhibit No. 77."

Complainant offers in evidence Freight Tariff No. 6 of the Terminal Railroad Association of St. Louis, in effect January 1st, 1906, together with Amendment No. 2 thereto

Above exhibit is marked "Complainant's Exhibit No. 78."

Complainant offers in evidence Freight Tariff No. 4 of the St. Louis Merchants' Bridge Terminal Railway Company, in effect May 1, 1900.

Above exhibit is marked "Complainant's Exhibit No. 79."

Complainant offers in evidence Freight Tariff No. 5 of the St. Louis Merchants' Bridge Terminal Railway Company, in effect June 15th, 1904, together with Supp. No. 2 thereto.

Above exhibit is marked "Complainant's Exhibit No. 80."

Complainant offers in evidence Freight Tariff No. 6 of the St. Louis Merchants' Bridge Terminal Railway Company, in effect January 1st, 1906.

Above exhibit is marked "Complainant's Exhibit No. 81."

Complainant offers in evidence the following Special Tariffs of the Baltimore & Ohio Southwestern R. R. Co.;

No. C-59, effective Jan. 1, 1900.
No. C-141, effective June 1, 1900.
No. C-11, effective January 1, 1901.
No. C-83, effective January 30, 1901, and Supp. No. 1 thereto.
No. C-109, effective March 15, 1901.
No. C-110, effective March 15, 1901.
No. C-111, effective March 20, 1901.
No. C-118, effective April 4, 1901.
No. C-25, effective January 1, 1902.
No. C-84, effective Jan. 1, 1902.
No. C-3, effective Jan. 1, 1903.
No. C-37, effective Jan. 1, 1903.
No. C-91, effective January 5, 1903.
No. C-92, effective January 5, 1903.
No. C-162, effective July 20, 1903.
No. C-21, effective January 1, 1904.

Above exhibit is marked "Complainant's Exhibit No. 82."

Complainant offers in evidence Local Freight Tariff of the Vandalia Railroad Co., No. 2453, effective Sept. 14, 1904; No. 2568, effective May 1, 1905; No. 2579, effective May 22, 1905; No. 2586, effective June 5, 1905; No. 2865, effective June 15, 1906, and Supplement No. 1 and No. 2 thereto.

Which exhibit is marked "Complainant's Exhibit No. 83."

Complainant offers in evidence Joint Freight Tariff of the Vandalia Railroad Company, No. 2864, effective June 15, 1906, together with Supplements Nos. 1 to 7 inclusive thereto.

Above exhibit is marked "Complainant's Exhibit No. 84."

Complainant offers in evidence Coal Tariff No. "C. A." 773, of the Cleveland, Cincinnati, Chicago & St Louis Ry. Co., effective June 5th, 1905, together with Supplements Nos. 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 and 18 thereto.

Above exhibit is marked "Complainant's Exhibit No. 85."

Complainant offers in evidence Freight Tariff No. 4 of the Interstate Car Transfer Co., in effect May 15, 1905, together with Supplement No. 1 thereto, and Amendment No. 3 to Freight Tariff No. 5; also Freight Tariff No. 5, effective January 1, 1906.

Above exhibit is marked "Complainant's Exhibit No. 86."

Complainant offers in evidence Local Commodity Tariff of the Wabash Railroad No. 21302, effective Jan. 1, 1900, together with Amendments Nos. 26, 25, 23, 17 and 14 thereto.

Above exhibit is marked "Complainant's Exhibit No. 87."

Complainant offers in evidence Joint Freight Tariff No. 12 of the Belleville & St. Louis Traffic Bureau, effective June 20, 1900.

Above exhibit is marked "Complainant's Exhibit No. 88."

Complainant offers in evidence Freight Tariff No. 355 of the Mobile & Ohio Railroad Company, effective July 9, 1900.

Above exhibit is marked "Complainant's Exhibit No. 89."

Complainant offers in evidence Freight Tariff No. 551 of the Mobile & Ohio Railroad Company, effective Jan. 31, 1905.

Above exhibit is marked "Complainant's Exhibit No. 90"

Complainant offers in evidence Freight Tariff No. 476 of the Mobile & Ohio Railroad Company, effective January 10th, 1903.

Above exhibit is marked "Complainant's Exhibit No. 91."

Complainant offers in evidence Supplement No. 1 to Freight Tariff No. 476, effective December 13th, 1904.

Above exhibit is marked "Complainant's Exhibit No. 92."

Complainant offers in evidence Freight Tariff No. 471 of the Mobile & Ohio Railroad, effective November 25th, 1902.

Above exhibit is marked "Complainant's Exhibit No. 93."

Complainant offers in evidence Freight Tariff No. 401 of the Mobile & Ohio Railroad Company, effective March 20, 1901.

Above exhibit is marked "Complainant's Exhibit No. 94."

Complainant offers in evidence Supplement No. 1 to Freight Tariff No. 401, of the Mobile & Ohio Railroad Company, effective April 14, 1902.

Above exhibit is marked "Complainant's Exhibit No. 95."

Complainant offers in evidence Supplement No. 2 to Freight Tariff No. 401 of the Mobile & Ohio Railroad Company, effective May 13th, 1902.

Above exhibit is marked "Complainant's Exhibit No. 96."

Complainant offers in evidence Freight Tariff No. 358 of the Mobile & Ohio Railroad Company, effective July 18th, 1900.

Above exhibit is marked "Complainant's Exhibit No. 97."

Complainant offers in evidence Supplement No. 1 to Freight Tariff No. 358 of the Mobile & Ohio Railroad Company, effective August 15th, 1900.

Above exhibit is marked "Complainant's Exhibit No. 98."

Complainant offers in evidence Supplement No. 1 to Freight Tariff No. 355 of the Mobile & Ohio Railroad Company, effective July 18th, 1900.

Above exhibit is marked "Complainant's Exhibit No. 99."

Complainant offers in evidence Supplement No. 2 to Freight Tariff No. 355 of the Mobile & Ohio Railroad Company, effective August 15th, 1900.

Above exhibit is marked "Complainant's Exhibit No. 100."

Complainant offers in evidence Freight Tariff No. 312 of the Mobile & Ohio Railroad Company, effective February 9th, 1900.

Above exhibit is marked "Complainant's Exhibit No. 101."

Complainant offers in evidence Freight Tariff No. 302 of the Mobile & Ohio Railroad Company, effective March 1st, 1900

Above exhibit is marked "Complainant's Exhibit No. 102."

Complainant offers in evidence Freight Tariff No. 202-F of the Mobile & Ohio Railroad Company, effective August 1st, 1898.

Above exhibit is marked "Complainant's Exhibit No. 103."

Complainant offers in evidence Freight Tariff No. 203-F of the Mobile & Ohio R. R. Company, effective August 1st, 1898.

Above exhibit is marked "Complainant's Exhibit No. 104."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the C. & A. Railroad, via East St. Louis, No. I. S. 12468; together with Amendment No. 1 thereto, and Division Sheets Nos. 1 and 2.

Above exhibit is marked "Complainant's Exhibit No. 105."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in con-

nection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558, and Division Sheets Nos. 1 and 2 thereof.

Above exhibit is marked "Complainant's Exhibit No. 106."

Complainant offers in evidence Joint Freight Tariff of the St. Louis Iron Mountain & Southern Ry. Co, in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-A, and Division Sheets Nos. 1, 2 and 3 thereof.

Above exhibit is marked "Complainant's Exhibit No. 107."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-B, and Division Sheets Nos. 1 and 2 thereof.

Above exhibit is marked "Complainant's Exhibit No. 108."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-C, and Division Sheets Nos. 1, 2 and 3 thereof.

Above exhibit is marked "Complainant's Exhibit No. 109."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Railway Co., in connection with the Chicago & Alton Railroad, via East

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St. Louis, No. S-2558-F, and Division Sheets Nos. 1 and 2 thereof.

Above exhibit is marked "Complainant's Exhibit No. 110."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Railway Co., in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-H, together with Amendment No. 1, and Division Sheets Nos. 1 to 5 inclusive thereof.

Above exhibit is marked "Complainant's Exhibit No. 111."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Railway Co., in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-J, together with Amendment No. 1, and Division Sheets Nos. 1 to 4 inclusive thereof.

Above exhibit is marked "Complainant's Exhibit No. 112."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Railway Co., in connection with the Chicago & Alton Railroad, via East St. Louis, No. S-2558-K, and Division Sheets Nos. 1 to 4 inclusive thereof.

Above exhibit is marked "Complainant's Exhibit No. 113."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Wabash Railroad, No. I. S. 12096-K, together with Amendment No. 1, and Division Sheets Nos. 1 to 4 inclusive thereto.

Above exhibit is marked "Complainant's Exhibit No. 114."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Wabash Railroad, No. I. S. 12096-L, and Division Sheets Nos. 1 to 4 inclusive thereto.

Above exhibit is marked "Complainant's Exhibit No. 115."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Wabash Railroad, No. S-2735, and Division Sheet No. 1 thereto.

Above exhibit is marked "Complainant's Exhibit No. 116."

Complainant offers in evidence Joint Freight Tariffs of the St. Louis, Iron Mountain & Southern Ry. Co., in connection with the Wabash Railroad, Nos. S-2425, S-2425-A, S-2425-B, S-2425-C, S-2425-D, S-2425-E, S-2624, S-2624-A, and S-2624-E.

Above exhibit is marked "Complainant's Exhibit No. 117."

Complainant offers in evidence corrected Coal Tariff No. C. A. 684 of the C. C. C. & St. L. Ry. Co., in connection with the C. & E. I. R. R.

Above exhibit is marked "Complainant's Exhibit No. 118."

Complainant offers in evidence Coal Tariff No. C. A. 684 of the Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., in connection with the C. & E. I. R. R.

Above exhibit is marked "Complainant's Exhibit No. 119."

Complainant offers in evidence Coal tariffs of the Illinois Central Railroad Company to East St. Louis, Ill., from coal mine stations in State of Illinois on said railroad, from January 1, 1900, to December 31st, 1904, inclusive.

Above exhibit is marked "Complainant's Exhibit No. 120."

Complainant offers in evidence Coal tariffs of the Illinois Central Railroad Company to Chicago, Ill., from coal mine stations in the state of Illinois on said railroad, from January 1, 1902, to December 31, 1905, inclusive.

Above exhibit is marked "Complainant's Exhibit No. 121."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Company No. 20342, effective August 1, 1899.

Above exhibit is marked "Complainant's Exhibit No. 122."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 20342-C, effective January 18, 1902.

Above exhibit is marked "Complainant's Exhibit No. 123."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 27692, effective May 23, 1902.

Above exhibit is marked "Complainant's Exhibit No. 124."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 27692-A, effective June 13, 1902.

Above exhibit is marked "Complainant's Exhibit No. 125."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 28614, effective October 20, 1902.

Above exhibit is marked "Complainant's Exhibit No. 126."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 28614-A, effective November 13, 1902.

Above exhibit is marked "Complainant's Exhibit No. 127."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 28614-B, effective November 25, 1902.

Above exhibit is marked "Complainant's Exhibit No. 128."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 28614-C, effective January 1, 1903.

Above exhibit is marked "Complainant's Exhibit No. 129."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 28614-D, effective April 7th, 1903.

Above exhibit is marked "Complainant's Exhibit No. 130."

Complainant offers in evidence Coal Tariff of the Wabash Railroad Co., No. 21302, effective January 1, 1900, together with Amendment No. 14 thereto.

Above exhibit is marked "Complainant's Exhibit No. 131."

Complainant offers in evidence Freight Tariff of the Chicago & Alton Ry. Co., C. & A. G. F. D. No. 3490, effective September 1, 1900; C. & A. G. F. D. No. 8475, effective November 20, 1902; C. & A. G. F. D. No. 11888, effective April 1, 1904; C. & A. G. F. D. No. 14366, effective April 1, 1905; C. & A. G. F. D. No. 17331, effective April 1, 1906; C. & A. G. F. D. No. 780-A, effective May 24, 1907.

Above exhibit is marked "Complainant's Exhibit No. 132."

Complainant offers in evidence Amendment No. 1 to L. & N. Tariff G. F. O. No. 266, effective March 1, 1900.

Above exhibit is marked "Complainant's Exhibit No. 133."

Complainant offers in evidence Amendment No. 2 to L. & N. Tariff G. F. O. No. 266, effective April 9, 1900.

Above exhibit is marked "Complainant's Exhibit No. 134."

Complainant offers in evidence Amendment No. 3 to L. & N. Tariff G. F. O. No. 266, effective November 14, 1900.

Above exhibit is marked "Complainant's Exhibit No. 135."

Complainant offers in evidence Amendment No. 6 to L. & N. Tariff G. F. O. No. 266, effective March 8, 1901.

Above exhibit is marked "Complainant's Exhibit No. 136."

Complainant offers in evidence Amendment No. 7 to L. & N. Tariff G. F. O. No. 266, effective March 20, 1901.

Above exhibit is marked "Complainant's Exhibit No. 137."

Complainant offers in evidence Amendment No. 10 to L. & N. Tariff G. F. O. No. 266, effective May 6th, 1901.

Above exhibit is marked "Complainant's Exhibit No. 138."

Complainant offers in evidence Amendment No. 11 to L. & N. Tariff G. F. O. No. 266, effective August 1, 1902.

Above exhibit is marked "Complainant's Exhibit No. 139."

Complainant offers in evidence Amendment No. 12 to L. & N. Tariff G. F. O. 266, effective September 23, 1902.

Above exhibit is marked "Complainant's Exhibit No. 140."

Complainant offers in evidence Amendment No. 14 to L. & N. Tariff G. F. O. No. 266, effective January 10, 1903.

Above exhibit is marked "Complainant's Exhibit No. 141."

Complainant offers in evidence Joint Freight Tariff G. F. D. No. 10837 of the C. & E. I. R. R. in connection with the B. & O. S. W. R. R., effective August 1, 1898.

Above exhibit is marked "Complainant's Exhibit No. 142."

Complainant offers in evidence Joint Freight Tariff G. F. D. No. 10838 of the C. & E. I. R. R., in connection with the Louisville, Evansville & St. Louis Consolidated R. R., effective August 1st, 1898.

Above exhibit is marked "Complainant's Exhibit No. 143."

Complainant offers in evidence Joint Freight Tariff G. F. D. 14813 of the C. & E. I. R. R., in connection with the B. & O. S. W. Railway, effective August 21, 1901.

Above exhibit is marked "Complainant's Exhibit No. 144."

Complainant offers in evidence Joint Freight Tariff of the C. & E. I. R. R., in connection with the Southern Ry., G. F. D. No. 14814, effective August 21, 1901.

Above exhibit is marked "Complainant's Exhibit No. 145."

Complainant offers in evidence Joint Freight Tariff No. 129 of the C. & E. I. R. R., in connection with the B. & O. S. W. Ry., effective April 1, 1903.

Above exhibit is marked "Complainant's Exhibit No. 146."

Complainant offers in evidence Joint Freight Tariff No. 130 of the C. & E. I. R. R., in connection with the Southern Railway, effective April 1st, 1903.

Above exhibit is marked "Complainant's Exhibit No. 147."

Complainant offers in evidence Joint Freight Tariff No. 548 of the C. & E. I. R. R., in connection with various other roads, effective November 5, 1906, and Supp. No. 2 thereto.

Above exhibit is marked "Complainant's Exhibit No. 148."

Complainant offers in evidence list of properties of the Wiggins Ferry Company, furnished by J. E. Gathright, Auditor, under date of June 5, 1907.

Above exhibit is marked "Complainant's Exhibit No. 149."

Complainant offers in evidence list of properties of the St. Louis Transfey Railway Company, and the East St. Louis Connecting Railway Co., as furnished by J. E. Gathright, Auditor, under date or June 5, 1907.

Above exhibit is marked "Complainant's Exhibit No. 150."

Complainant offers in evidence statement of Coal westbound, and Lumber and Chatts east bound, transported via Waterloo & Carondelet Turnpike & Ferry Co. in connection with the East St. Louis and Carondelet Ry., during the year 1902.

Above exhibit is marked "Complainant's Exhibit No. 151."

Complainant offers in evidence telegram from J. Ramsey Jr. to Julius S. Walsh, dated New York, April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 152."

Complainant offers in evidence telegram from Geo. J. Gould to Julius S. Walsh, dated ——(No date).

Above exhibit is marked "Complainant's Exhibit No. 153."

Complainant offers in evidence telegram from Geo. J. Gould to Julius S. Walsh, dated New York, April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 154."

Complainant offers in evidence telegram from M. H. Smith to J. S. Walsh, dated Louisville, Ky., April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 155."

Complainant offers in evidence telegram from M. H. Smith to J. S. Walsh, dated Louisville, Ky., April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 156."

Complainant offers in evidence telegram from M. H. Smith to J. S. Walsh, dated Louisville, Ky., May 1, 1902.

Above exhibit is marked "Complainant's Exhibit No. 157."

Complainant offers in evidence telegram from James McCrae to J. S. Walsh, dated Pittsburg, Pa., April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 158."

Complainant offers in evidence telegram from James McCrae to J. S. Walsh, dated Pittsburg, Pa., April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 159."

Complainant offers in evidence telegram from E. F. Osborne to J. S. Walsh, dated Cincinnati, Ohio, April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 160."

Complainant offers in evidence teiegram from M.E. Ingalls to J. Ramsey Jr., dated Hot Springs, Va., May 1, 1902.

Above exhibit is marked "Complainant's Exhibit No. 161."

Complainant offers in evidence telegram from L. F. Loree to J. S. Walsh, dated New York, April 26, 1902.

Above exhibit is marked "Complainant's Exhibit No. 162."

Complainant offers in evidence rate sheets of the St. Louis Association of General Passenger Agents.

Above exhibit is marked "Complainant's Exhibit No. 163."

Complainant offers in evidence the map prepared by Julius S. Pitzman.

Above exhibit is marked "Complainant's Exhibit No. 164."

St. Louis, September 16th, 1907.

Met, pursuant to agreement of parties, on Monday morning, September 16th, 1907, at half past ten o'clock, in the office of the Special Commissioner, Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared on behalf of the Complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared on behalf of the Defendants.

Not being able to proceed, on account of the absence of certain papers agreed to be produced by the Defendants, an adjournment is taken until this afternoon at half past two o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, September 17th, 1907.

Not being able to preceed on Monday afternoon, September 16th, 1907, as above, met pursuant to agreement on Tuesday afternoon, September 17th, 1907, at half past two o'clock, in the office of the Special Commissioner.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared on behalf of the Complainant.

Messrs. M. F. Watts and F. W. Lehmann appeared on behalf of the Defendants.

Counsel for the Complainant called for the following information from the Defendant:

1. What rolling stock, if any, was owned by the St. Louis Belt & Terminal Railway Company at the time of the sale to the Terminal Company in July, 1902; and if any was owned, from whom was it purchased, and what was paid for the same, and of what did it consist?

2. Have the Auditor furnish the exact figures as to how much was paid for the St. Louis Belt & Terminal Railway Company, who paid it and whether or not any commission was paid in the sale to any one, and if so, to whom?

3. Have the Auditor furnish statement as to what amount of money has been paid by the Merchants' or the

Terminal Railroad Company for real estate other than that actually used and occupied by the company in its business at the present time?

4. Also, have the Auditor give detailed statement of location and extent and amount paid for the real estate purchased by the Terminal Company and the Merchants' Bridge Terminal Company since the completion of the Merchants' Terminal Railway Company, and whether or not any commissions were paid for the purchase of the same by either one of the companies, and if so, to whom and how much?

5. Have the Auditor prepare a statement of the exact amount the Union Station cost, together with the train shed; Also, what the ground cost; and how much commission, if any, was paid to any one for the purchase of the ground, and from whom it was purchased.

6. Have the Auditor furnish a statement as to the number and extent of the yards acquired by the Terminal Railroad Association, and the Merchants' Bridge Terminal and the track connections with the Terminal Railroad Association.

7. Have the Auditor furnish a statement showing whether or not any commission has been paid for the sale and negotiation of any of the issues of bonds of the Terminal Railroad Association and the Merchants' Bridge Terminal Railroad Company, and if so, to whom, and when, and how much.

8. Have the Auditor furnish a statement as to how many yards they have and when they were bought and what they cost; whether any commission was paid for the purchase of same, and whether any commission was paid generally for the purchase of real estate, and if so, to whom, and how much and when.

9. Have the Auditor give a statement of the items and when they accrued, and what they were for, that constitutes the floating indebtedness of $3,000,000 referred to by Mr. Walsh in his testimony at pages 3163 and 3164 of typewritten record.

10. Furnish statement as to what was the $1,000,000 in bonds taken down for the year 1906 applied.

11. Have the Auditor furnish a statement of the receipts and expenditures of the Terminal Railway Company and the Merchants' Terminal Railway Company, for 1901, 1902, 1903, 1904 and 1905.

12. Have the Auditor of the Terminal investigate the books and see what the Interstate Car Company had spent $100,000 for between March and July, 1902, and if not $100,000 how much, and for what.

13. Have the Auditor or the Secretary of the Terminal Company furnish a statement as to what the records of the Terminal Company show with reference to the purchase of the Interstate Car and Transfer and the Belt and Terminal Railway and what the records of the Interstate Car Transfer Company and the records of the St. Louis Belt & Terminal Railway Company show with reference to said purchase.

14. Have the Auditor furnish a statement showing whether any company other than the proprietary companies pay any portion of the rental for the Union Station, and if so, how much.

15. Have the Auditor furnish a statement of revenue for the Union Station other than what is paid by the railroad companies upon a wheelage basis; also, ask him how much the express companies pay for the buildings they occupy.

16. Have the Auditor show how much the express com-

pany buildings cost and who advanced the money to build them.

17. Have the Auditor make a statement showing just what property the Interstate Car & Transfer Company had at the time of its acquisition by the Terminal Railroad Company in July, 1902 and a description of said property.

18. Have the Auditor make a statement as to whether or not there was any commission paid in the sale of the Interstate Car & Transfer Company, and if so, to whom, and how much.

19. Have the Auditor furnish a statement as to how much commission was paid by the Terminal Company or the proprietary lines or any one else in behalf of the Terminal or proprietary lines in the purchase of the Wiggins Ferry stock, and what was the expense of the purchase and if any other than the commissions paid.

20. Have the Auditor furnish a detailed statement of the property for which rental is paid by the Terminal Association, for what it is used and its location, and the amount of rental that is paid for each piece of property and to whom it is paid.

21. Have the Auditor furnish a statement showing the cost of the elevated structure on the levee.

22. Have the Auditor furnish a statement showing the amount of money invested in real estate and materials bought in contemplation of the building of the loop from the bridge onto the elevated structure in 1902, and is the money still invested in the real estate and materials purchased, and if not what has been done with the proceeds of the purchase above named.

23. Have Mr. Walsh furnish the correspondence and telegrams between Mr. Walsh and the officials of other

roads and proprietary lines with reference to the purchase of the Wiggins' Ferry.

24. Have the Auditor furnish a detailed statement of the expenditures of the nine million dollars in 1904.

25. Have the Auditor make an examination and see if his books show what amount was bid when the Merchants' Bridge was let for erection of the bridge, and whether it was for the spans and piers, or whether it was for the spans and piers and approaches; and if his books do not show this, ask the Secretary of the Merchants' Bridge Company what his records show in reference to that; also, who got the contract and who built the bridge.

26. Have the Auditor of the Wiggins' Ferry to furnish a statement of how many boats, when the Terminal bought them and what was paid for them, and how many locomotives they had when the Terminal bought them and how much they paid for them, and what buildings and how much ground and where located and what was paid for them.

27. Have the Auditor make a statement showing the date the Conlogue railroad was acquired and what besides road bed and rails was acquired with the property, and what the books show was the price paid for it, and whether or not it was paid in cash, and if so, whether or not it was paid for with the proceeds of the sale of the fifty million dollars of bonds.

28. Have the Auditor make a statement showing what property, if any, the Terminal owns that is not covered by the general mortgage of fifty million dollars.

29. Have the Auditor of the Wiggins' Ferry Company make a detailed statement of the property owned by the company when it was acquired, the time it was acquired, and the price paid for the same.

30. Have the Auditor make a statement showing how much equipment his books show that the Terminal Company has or owns at this time, and what did it cost, and of what does it consist."

The following statement was made by Counsel for Defendants;

That "the Defendants will furnish the information called for by interrogatories one (1), six (6), eight (8), (except as to commission, if any), thirteen(13), fourteen (14), seventeen (17), twenty-six (26), twenty-seven (27) and thirty (30).

The defendants will decline to furnish the information called for by the remaining interrogatories on the ground that the same is not pertinent or relevant to any issue involved in the case and is immaterial and irrelevant."

Complainant offers in evidence Rate Sheet of the Diamond Jo Line Steamers, dated St. Louis, May 1, 1904, containing the round-trip rates in effect season of 1904.

Above exhibit is marked "Complainant's Exhibit No. 165."

Complainant offers in evidence Rate Sheet of the Diamond Jo Line Steamers, containing the round trip rates in effect years 1900, 1901, 1902 and 1903.

Above exhibit is marked "Complainant's Exhibit No. 166."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, February 19th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 167."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agent, June 17th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 168."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, August 16th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 169."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, August 26, 1904.

The above exhibit is marked "Complainant's Exhibit No. 170."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, September 13th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 171."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, September 21st, 1904.

The above exhibit is marked "Complainant's Exhibit No. 172."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents,October 12th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 173."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, January 20th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 174."

Complainant offers in evidence Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, March 24th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 175."

Complainant offers in evidence Joint Tariff of the Wabash Railroad Company, No. 30601, in connection with the Chicago Terminal Transfer Railroad, effective May 9th, 1903.

The above exhibit is marked "Complainant's Exhibit No. 176."

Complainant offers in evidence Joint Tariff of the Wabash Railroad Company No. 33521, in connection with the Chicago Terminal Transfer Railroad, effective July 2nd, 1904.

The above exhibit is marked "Complainant's Exhibit No. 177."

Complainant offers in evidence Joint Tariff of the Wabash Railroad Company No. 33842, in connection with the Chicago Terminal Transfer Railroad, effective August 13th, 1904, and Amendment No. 10 thereto.

The above exhibit is marked "Complainant's Exhibit No. 178."

Complainant offers in evidence Coal Tariff of the Louisville & Nashville Railroad Company, No. 266, effective March 11th, 1899, and Amendments Nos. 4, 5, 8, 9 and 13 thereto.

The above exhibit is marked "Complainant's Exhibit No. 179."

Complainant offers in evidence Coal Tariff of the Louisville & Nashville Railroad Company, No. 615, effective January 24th, 1903, and Amendments Nos. 1, 2, and Corrected No. 2, thereto.

The above exhibit is marked "Complainant's Exhibit No. 180."

Complainant offers in evidence Coal Tariff of the Louisville & Nashville Railroad Company, No. 702, effective Januray 30th, 1904, and Amendments Nos. 1, 2 and 3 thereto.

The above exhibit is marked "Complainant's Exhibit No. 181."

Complainant offers in evidence Joint Freight Tariff of the St. Louis, Iron Mountain & Southern Railway, Illinois Division, No. S-2624-B, effective June 15th, 1906; S-2624-C, effective October 2nd, 1906; S-2624-D, effective October 2nd, 1906, and Amendment No. 1 thereto; and Amendment No. 1 to S-2624-E, effective March 15th, 1907.

The above tariffs are marked "Complainant's Exhibit No. 182."

Complainant offers in evidence Coal Tariffs of the St. Louis, Iron Mountain & Southern Railway Company, in connection with the Wabash Railroad Company, as follows:

No. I S-12096, and Division Sheet No. 1 thereto, effective May 24th, 1904.

The above exhibit is marked "Complainant's Exhibit No. 183."

No. I S-12096-A, and Division Sheets Nos. 1, 2, 3 and 4 thereto, effective August 1st, 1904.

The above exhibit is marked "Complainant's Exhibit No. 184."

No. I S-12096-B, and Division Sheets Nos. 1 and 2 thereto, effective February 1st, 1905.

The above exhibit is marked "Complainant's Exhibit No. 185."

No. I S-12096-C, and Division Sheets Nos. 1 and 2 thereto, effective May 14th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 186."

No. I S-12096-D, and Division Sheets Nos. 1 and 2 thereto, effective June 12th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 187."

No. I S-12096-E, and Division Sheets Nos. 1 and 2 thereto.

The above exhibit is marked "Complainant's Exhibit No. 188."

No. I S-12096-F, and Division Sheets Nos. 1 and 2 thereto, effective September 15th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 189."

No. I S-12096-G, and Division Sheets Nos. 1 and 2 thereto, effective September 26th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 190."

No. I S-12096-H, and Division Sheets Nos. 1 and 2 thereto, effective April 1st, 1906.

The above exhibit is marked "Complainant's Exhibit No. 191."

No. I S-12096-I, and Division Sheets Nos. 1 and 2 thereto, effective June 15th, 1906.

The above exhibit is marked "Complainant's Exhibit No. 192."

No. I S-12096-J, and Amendment No. 1, and Division Sheets Nos. 1 to 7 inclusive, thereto, effective June 28th, 1906.

The above exhibit is marked "Complainant's Exhibit No. 193."

Complainant offers in evidence Coal Tariff of the St. Louis, Iron Mountain & Southern Railway in connection with the Chicago, Zeigler & Gulf Ry., and the Wabash Railroad, No. S-2735-A, and Division Sheet No. 1 thereto, effective April 1st, 1906.

The above exhibit is marked "Complainant's Exhibit No. 194."

Complainant offers in evidence Coal Tariff of the St. Louis, Iron Mountain & Southern Railway, in connection with the Chicago, Zeigler & Gulf Ry., and the Wabash Railroad, No. S-2735-B, and Division Sheet No. 1 thereto, effective June 15th, 1906.

The above exhibit is marked "Complainant's Exhibit No. 195."

Complainant offers in evidence Coal Tariffs of the St. Louis, Iron Mountain & Southern Railway Company, in connection with the Chicago & Alton Railway, as follows:

No. S-2558-B, and Division Sheet No. 2 thereto, effective May 14th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 196."

No. S-2558-D, and Division Sheets Nos. 1, 2 and 3 thereto, effective June 26th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 197."

No. S-2558-E, and Division Sheets Nos. 1 and 2 thereto, effective September 26th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 198."

No. S-2558-G, and Division Sheets Nos. 1 and 2 thereto, effective June 15th, 1906.

The above exhibit is marked "Complainant's Exhibit No. 199."

Complainant offers in evidence Coal Tariff of the St. Louis, Iron Mountain & Southern Railway, in connection the Chicago, Zeigler & Gulf Ry., and the Chicago & Alton Ry.,No. S-2736, and Division Sheets Nos. 1 and 2 thereto, effective September 26th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 200."

Complainant offers in evidence Coal Tariff of the St. Louis, Iron Mountain & Southern Railway, in connection the Chicago, Zeigler & Gulf Ry., and the Chicago & Alton Ry.,No. S-2736-A, and Division Sheet No. 1 thereto, effective April 1st, 1906.

The above exhibit is marked "Complainant's Exhibit No. 201."

Complainant offers in evidence Coal Tariff of the St. Louis, Iron Mountain & Southern Railway, in connection the Chicago, Zeigler & Gulf Ry., and the Chicago & Alton Ry., No. S-2736--B, and Division Sheet No. 1 thereto, effective June 15th, 1906.

The above exhibit is marked "Complainant's Exhibit No. 202."

Complainant offers in evidence Amendment No. 2 to Freight Tariff No. 6 of the St. Louis Merchants' Bridge Terminal Railway Co., effective January 1st, 1906.

The above exhibit is marked "Complainant's Exhibit No. 203."

Complainant offers in evidence Freight Tariff No. 10-A of the Terminal Railroad Association of St. Louis, effective May 1st, 1907.

The above exhibit is marked "Complainant's Exhibit No. 204."

The further taking of testimony in the above entitled cause is adjourned until Thursday, October 3rd, 1907, at half past two o'clock, P. M.

R. E. Rombauer,
Special Commissioner.

St. Louis, Oct. 3rd, 1907.

Not being able to proceed with the taking of testimony in the above entitled cause, the same is further continued subject to agreement of parties.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 20, 1907.

Met, pursuant to agreement of parties, on Friday morning, December 20th, 1907, at half past ten o'clock, in the office of the Special Commissioner, Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared on behalf of the Complainant

Mr. F. W. Lehmann appeared on behalf of the Defendants.

The following proceedings were had:

Counsel for Complainant offered in evidence Trust Agreement between the Missouri Pacific Railway Company and others, Railroad Companies, and the Central Trust Company of New York, and William Taussig, Trustees, dated the 16th day of December, 1902.

Which exhibit is marked "Complainant's Exhibit No. 205."

Counsel for Complainant offers in evidence small Terminal map prepared by Mr. Julius Pitman, and referred to in an earlier part of these proceedings.

Which map is marked "Complainant's Exhibit No. 206."

Counsel for Complainant offered in evidence Schedule

of Coal Rates between all points in the State of Illinois, as prepared and adopted by the Railroad and Warehouse Commission of the State of Illinois, taken from the said Commissioner's specification and rates.

Above exhibit is marked "Complainant's Exhibit No. 207."

Complainant offers in evidence statement of coal tonnage furnished by Mr. Robert M. Fraser. It being a statement of tonnage of coal from Illinois Mines, reported through the office of the St. Louis Coal Traffic Bureau as being received at East St. Louis and vicinity for local consumption, and destined to points beyond, for the years 1903, 1904 and 1905.

Above statement is marked "Complainant's Exhibit No. 208."

Complainant offers in evidence statement furnished by Mr. M. F. Watts, on behalf of the Terminal Railroad Association, in response to request made by counsel for Complainant.

Above statement is marked "Complainant's Exhibit No. 209."

Complainant offers in evidence Statement of Receipts and Expenditures of the Terminal Railroad Association from January 1st, 1898, to June 30th, 1906, furnished by Mr. M. F. Watts, on behalf of the Terminal R. R. Association.

Above statement is marked "Complainant's Exhibit No. 210."

Complainant offers in evidence Statement furnished by Mr. Ives, in regard to the tonnage of soft coal shipped by

each coal mining company operating on the Wabash Railroad in the State of Illinois, during the year 1904.

Above statement is marked "Complainant's Exhibit No. 211."

Complainant offers in evidence Statement furnished by Mr. Watts, in behalf of the Terminal Railroad Association, upon request of counsel for Complainant, in regard to Bonds issued and sold, and application of proceeds. Statement of tonnage handled for account National Enameling and Stamping Company, and Granite City Steel Company, from January 1, 1904, to September 30, 1906, inclusive; and copy of agreement between W. K. Kavanaugh, for himself and his associates, and the Mississippi Valley Trust Company.

Which exhibits are marked respectively "Complainant's Exhibits 212, 213 and 214."

Complainant offers in evidence Local Passenger Tariff of the Diamond Jo Line Steamers, effective April 1st, 1900.

Above exhibit is marked "Complainant's Exhibit No. 215."

Complainant offers in evidence Commodity Tariffs of the Alton Bridge from January, 1898, to July 1906, inclusive, by months.

Which exhibit is marked collectively "Complainant's Exhibit No. 216."

Complainant offers in evidence Interchange Tariffs of the Alton Bridge from March, 1900, to August, 1905, inclusive, by months.

Which exhibit is marked collectively "Complainant's Exhibit No. 217."

Complainant offers in evidence "Abstract from the records of the St. Clair, Madison & St. Louis Belt Railroad, and the Missouri & Illinois Bridge & Belt Railroad, operating the Alton Bridge.

Above exhibit is marked "Complainant's Exhibit No. 218."

Complainant offers in evidence Passenger Tariff No. 1 of the St. Clair, Madison & St. Louis Belt Railroad Company, operating the Alton Bridge, effective February 25th, 1897.

Above exhibit is marked "Complainant's Exhibit No. 219."

Complainant offers in evidence Passenger Tariff No. 2 of the St. Clair, Madison & St. Louis Belt Railroad Company, operating the Alton Bridge, effective June 15th, 1897, and Amendment No. 1 thereto.

Which exhibit is marked "Complainant's Exhibit No. 220."

Complainant offers in evidence Freight Tariff No. 2 of the St. Clair, Madison & St. Louis Belt Railroad Company, operating the Alton Bridge, effective September 25th, 1899.

Above exhibit is marked "Complainant's Exhibit No. 221."

Complainant offers in evidence Amendment No. 1 to Freight Tariff No. 1 of the Missouri & Illinois Bridge & Belt Railroad Company, effective January 10th, 1906.

Above exhibit is marked "Complainant's Exhibit No. 222."

Complainant offers in evidence Passenger Tariff No. 1

of the Missouri & Illinois Bridge & Belt Railroad Company, operating the Alton Bridge, effective October 1st, 1906.

Above exhibit is marked "Complainant's Exhibit No. 223."

Complainant offers in evidence Freight Tariff No. 2 of the Missouri & Illinois Bridge & Belt Railroad Company, operating the Alton Bridge, effective August 20, 1906.

Above exhibit is marked "Complainant's Exhibit No. 224."

Counsel for Complainant thereupon asked counsel for the Defendants to furnish the following information from their records, in lieu of Complainant's putting witnesses on the stand to testify in regard to same:

"Ask Mr. Watts to admit that the tracks of the Merchants' Bridge Terminal Railway Company, the Terminal Railroad Association of St. Louis, and the Wiggins Ferry Company connect with each other and with the various manufacturing plants in the city, constituting at least a majority of the manufacturing and shipping industries of the town.

"Ask Mr. Watts to give the length of the tunnel.

"Ask Mr. Watts to give the number of miles of railroad and switches of the Terminal Railroad Association, as at present constituted.

"Ask Mr. Watts to admit that the dividends and interest on the bonds are a part of the fixed charges which the revenue on the Terminal Company is employed to meet.

"Ask Mr. Watts to admit that the railroads make a common rate to St. Louis and East St. Louis.

"Ask Mr. Watts to admit that when the bridge property was sold under the foreclosure to Anthony Johnson Thomas, it was sold for the sum of $2,000,000; that said An-

thony Johnson Thomas conveyed to the new Bridge Company for consideration of $5,000,000 in bonds and $2,490,000 first preferred stock, and $3,000,000 second preferred stock, and $2,500,000 common stock.

That the Tunnel property was sold under foreclosure and on July 1, 1878, conveyed to C. E. Tracy, trustee for the bond-holders, for $450,000; that on December 19, 1878, Tracy conveyed to Tunnel Railroad of St. Louis for $62,500, in money and $1,250,000 in fully paid up capital stock of the said company.

"Ask Mr. Watts for Freight Tariffs over the bridges and ferries for the years 1901 to 1905 inclusive.

"Ask Mr. Watts for coal tariffs over bridge and ferries for 1900 to 1907 inclusive."

Counsel for Complainants offer in evidence through rates of fare from St. Louis, in effect November 1st, 1904, I. C. C. 30; and Supplement No. 1 thereto, effective February 15th, 1905.

The above exhibit is marked "Complainant's Exhibit No. 225."

Thereupon, the further hearing is continued until Monday morning, December 23rd, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 23rd, 1907.

Met, pursuant to adjournment as above, on Monday morning, December 23rd 1907, at half past ten o'clock, when not being able to proceed with the taking of testimony in the above entitled cause, same is further continued, by consent, until Tuesday morning, December 24th, 1907, at ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 24th, 1907.

Met, pursuant to adjournment as above, on Tuesday morning, December 24th, 1907, at ten o'clock, when not being able to proceed, same is further continued, by consent, until Thursday morning, December 26th, 1907, at half past ten o'clock.

R. E. Rombauer,
Special Commissioner.

St. Louis, December 26th, 1907.

Met, pursuant to adjournment as above, on Thursday morning, December 26th, 1907, at half past ten o'clock, in the office of the Special Commissioner, Roe Building, St. Louis, Mo.

Present: Hon. R. E. Rombauer, Special Commissioner.

Mr. Edward C. Crow appeared in behalf of the Complainant.

Mr. Frederick W. Lehmann appeared in behalf of the Defendants.

The following proceedings were had:

In response to the request of counsel for the Complainant, counsel for the Defendants made the following statement:

"The length of the tunnel is 4,000 feet.

"The length of the main tracks of the three companies, the St. Louis Merchants' Bridge Company, the Wiggins Ferry Company, and the Terminal Railroad Association, and all subsidiary companies, is 26.06 miles; and side-tracks and switches 115.89 miles, as at present constituted.

"Railroads, since October 1, 1907, make the same rate, with few exceptions, to St. Louis and East St. Louis to and from all points located one hundred miles each of East St. Louis.

"When the Bridge property was sold under foreclosure to Anthony Johnson Thomas, it was sold for the sum of $2,000,000; said Thomas conveyed it to the new Bridge Company for consideration of $5,000,000 in bonds; $2,490,000 first preferred stock; $3,000,000 second preferred stock; and $2,500,000 common stock; this was in pursuance of the reorganization agreement of the bondholders under mortgages aggregating $11,000,000, bearing 7% interest. By the reorganization the stock of the old company was wiped out, the mortgages foreclosed, and the bonds and stock of the new company substituted.

"The Tunnel property was sold under foreclosure on July 1, 1878; conveyed to C. E. Tracy, trustee for bondholders, for $450,000, and on December 19, 1878, Tracy conveyed to the Tunnel Railroad of St. Louis for $62,000 in money and $1,250,000 full paid up capital stock of the company.

"Freight tariffs over the bridges and ferries for the years 1900 to 1907, inclusive, which also show the coal tariffs for the same years, have been heretofore furnished to General Crow. Only one copy of these tariffs is now in possession of Defendants, and Defendants desire to retain the same for its own uses. Copies of all such tariffs have been filed with the Interstate Commerce Commission.

"Coal tonnage over the bridges and ferries for the years 1901 to 1905, inclusive, is in tons as follows:

Terminal Association for 1901, 1,683,092; for 1902, 2,274,394; for 1903, 2,328,059; for 1904, 2,385,455; and for 1905, 2,316,824.

Merchants' Terminal for 1901, 334,099; for 1902, 547,782; for 1903, 535,632; for 1904, 609,037; for 1905, 787,092.

Wiggins Ferry Company, for 1901, 412,110; for 1902, 308,047; for 1903, 380,192; for 1904, 1,256,937; and for 1905, 1,166,865."

Thereupon the Complainant announced that they would close their case.

The hearing of evidence in the above entitled cause is thereupon adjourned by consent, to be resumed pursuant to agreement of parties.

R. E. Rombauer,
Special Commissioner.

71913

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1911.

No. 326.

THE UNITED STATES OF AMERICA, APPELLANT,

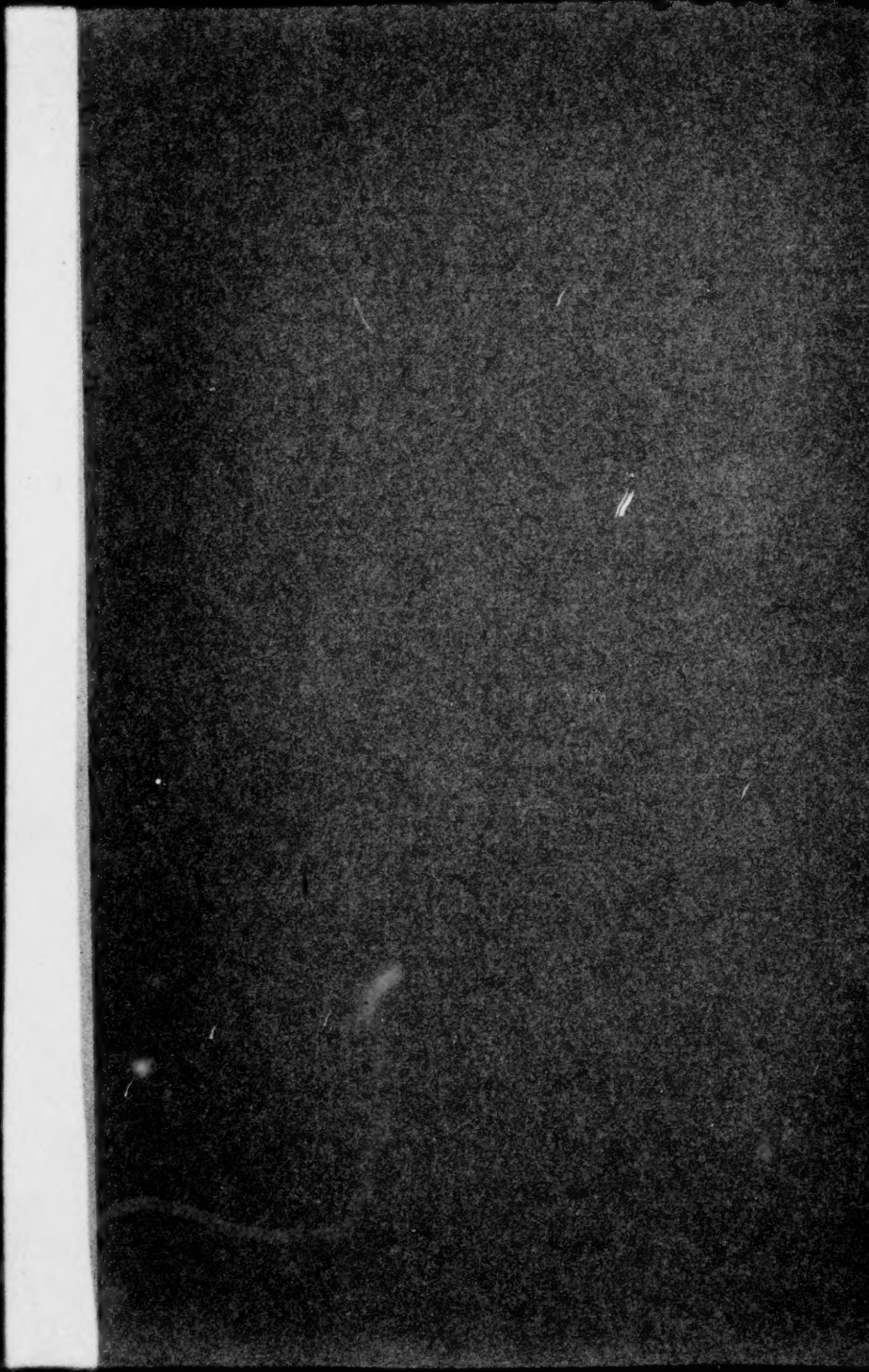
vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED AUGUST 30, 1911.

(23807)



IN THE

Circuit Court of the United States of America,

For the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA,
Complainant,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, Et Al.,
Respondents.
No. A-328.

RECORD.

Vol. IV.

HENRY W. BLODGETT,
U. S. District Attorney,
CHESTER H. KRUM,
EDWARD C. CROW,
CHAS. NAGEL,
For Complainant.

J. W. Bloodgood & Co., Prs., 11 S. Third St., St. Louis.

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St. Louis, Mo., April 6th, 1908.

Met, pursuant to adjournment as above, on Monday, April 6th, 1908, at the office of the Special Commissioner, Honorable R. E. Rombauer, in the Roe Building, in the City of St. Louis, Missouri.

Present: Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Messrs. H. S. Priest and M. F. Watts appeared in behalf of the Defendant.

By consent a further adjournment was made to Monday, April 13th, 1908, at 9:30 a. m.

R. E. ROMBAUER,
Special Commissioner.

St. Louis, Mo., April 13th, 1908.

Met, pursuant to adjournment as above, on Monday, April 13th, 1908, at 9:30 a. m., in the office of the Special Commissioner, Honorable R. E. Rombauer.

Present: Messrs. E. C. Crow and Chester H. Krum, appeared in behalf of the Government.

Messrs. H. S. Priest and M. F. Watts, appeared in behalf of the Defendant.

The following proceedings were had:

ALBERT T. PERKINS, a witness of lawful age, being duly produced, sworn and examined on the part of the defendant testified as follows, to-wit:

DIRECT EXAMINATION BY MR. HENRY S. PRIEST.

Q. What is your name? A. Albert T. Perkins.
Q. You reside in the City of St. Louis? A. I do.
Q. How long have you resided in the City of St. Louis?

A. I have been here a little over two years this time. Prior to that, however, I had been here a little over ten years. I have resided in St. Louis about twelve and a half years altogether.

Q. You are familiar with the topography of St. Louis and vicinity? A. Yes, sir.

Q. What is your present occupation? A. I am Adviser to the Municipal Bridge & Terminal Commission of the City of St. Louis and also managing executive of the St. Louis, Brownsville & Mexico Railway.

Q. Have you ever been in the railroad service? A. I have been in the railroad business all my life, ever since I was twenty-two years old.

Q. What is your present age? A. Forty-two. I have been in the railroad service over twenty years.

Q. What is the Municipal Bridge & Terminal Commission? A. That is a commission of nine members, of which the Mayor is Chairman, and the President of the Board of Public Improvements a member, and seven citizens appointed by the Mayor, and under an ordinance of the Municipal Assembly, to examine into St. Louis bridge and terminal conditions and to advise as to what part the citizens and what part the city should take in correcting any hinderance to the commerce of St. Louis that might be found arising from bridge and terminal conditions, and to recommend necessary legislation in regard thereto.

Q. Do you recall the number of the ordinance under which this Commission was created? A. That is a matter of public record, shown on all the reports of the Commission.

Q. Was it Ordinance No. 22,026? A. Yes, sir.

Q. You say the Mayor of the City of St. Louis, the Honorable Rolla Wells, is Chairman of that Commission? A. He is.

Q. And the President of the Board of Public Improve-

ments, Mr. A. J. O'Reilly, is also a member of that Commission? A. Yes, sir.

Q. Mr. Robert H. Whitelaw is Vice-Chairman? A. Yes, sir.

Q. And Joseph D. Bascom, C. W. S. Cobb, R. S. Colnon, Homer P. Knapp, Hugh McKittrick and R. W. Shapleigh, are the other members? A. They are all members.

Q. And you and Mr. Robert H. Moore were appointed advisers to the Commission, were you? A. Yes sir. Mr. Moore is not at present with the Commission. He was employed in an advisory capacity in connection with bridge matters, and for nearly a year there has been little physical work done in connection with the bridge matters, for which we have not already been supplied with data; and, therefore, Mr. Moore for the time being, that is for the past year, has not been in the service of the Commission.

Q. Prior to that time he was? A. Yes, sir. I said "a year." I should say, perhaps, ten months.

Q. By whom were you and Mr. Moore appointed as advisors to the Commission; by members of the Commission? A. We were appointed by the members of the Municipal Bridge & Terminal Commission. They appointed a committee to make arrangements with me, and that arrangement was approved, as shown on their minutes, at certain meetings of the Commission.

Q. After your appointment, either individually or in association with Mr. Moore, what did you do? A. There were two classes of work that were taken up: one was the matter of freight charges and conditions surrounding the billing, the receipt and delivery of freight, as affected by bridge and terminal conditions; and the other was the matter of the physical development of St. Louis terminals.

In connection with that latter phase of the question, we made some quite thorough investigations of St. Louis ter-

minal conditions, going carefully over the ground, with which both of us had previously been thoroughly familiar.

Mr. Moore and I made a trip together over the largest terminals of the United States, and looked into their facilities quite thoroughly. Later I made a trip alone over a number of the principal European terminals, in order that we might combine, so far as we could, methods that would have application to St. Louis conditions or that would be desirable to apply to St. Louis conditions.

Q. You say you went over and examined the St. Louis terminals? A. Yes, sir.

Q. What do you comprehend in the use of the word "terminals" for "St. Louis terminals?" A. All the track, warehouse and railroad facilities by means of which the railroad companies interchange or transact their business with the public, in the way of collecting and distributing freight, and in connection with which they make up and distribute their trains, both freight and passenger; and all facilities in which passengers are received and discharged, within what might be called "the commercial district" of a city.

Q. Are you familiar, by segregation, with what was commonly called the Terminal Railroad Association of St. Louis system, the St. Louis Merchants Bridge Terminal Railway system, and the Wiggins Ferry system? A. I am; yes.

Q. Do you comprehend all of those in the meaning of the term "St. Louis terminals?" A. I do.

Q. Do you regard all those different lines as a unit in the meaning of that term "terminals?" A. Yes, sir.

Q. Take the St. Louis Merchants Bridge Terminal Railway system: can you define, in a general way, that system separated from the other parts of terminals of St. Louis? A. The St. Louis Merchants Bridge Teminal Railway system would naturally be considered to include the Merchants Bridge to start with, the approach on the west side, the

small yard at Bremen avenue, connection through property in the neighborhood of Angelica street with the Chicago, Burlington & Quincy Railroad and the double tracks running down Hall street and a portion of Main street. Later that was connected with the Elevated Railroad system running around to the Mill Creek Valley. It was later connected with the Belt Line, some years ago, running around the west part of the city.

Q. At the north? A. At the north. It also made a few years ago an extension into the St. Louis Car Company's plant at Baden. Some of that has been a development of the last few years.

Q. Did I understand you to include within the terminals of St. Louis the terminal facilities in East St. Louis as well? A. I certainly should. I should regard St. Louis and East St. Louis, and the manufacturing towns immediately north of East St. Louis as one commercial and manufacturing district, which necessarily must be treated as a whole. The business is transacted in such an interchangeable way that it would be impossible to separate as a terminal proposition, I should say, the two sides of the river here.

Q. I have asked you to define the Merchants Bridge Terminal system as separated from the other associated systems of St. Louis and vicinity.

I will now ask you to define the terminals of the Merchants Bridge system in East St. Louis? A. They consist of a Belt Line—The Madison, Illinois & St. Louis Railway—connecting with the several lines at the north end of East St. Louis, Granite City and Madison, with the line down to the Stock Yards, and a line connecting them to the East St. Louis Belt Line of the East St. Louis Terminal Railroad Association.

Q. Now, answer my question in regard to the system of the Terminal Railroad Association, both on the east and

west sides of the river at St. Louis. A. The system of the Terminal Railroad Association of St. Louis proper would consist in the first place of the Eads bridge, on which it has a lease, the tunnel running from the Eads bridge to Eighth street, down through Eighth street to the Mill Creek Valley. The Union Passenger Station property between Eighteenth and Twentieth streets; the freight stations between Tenth and Twelfth streets, south of Clarke avenue; and yards of various kinds for team track purposes, switching, car cleaning, storage, etc., between Twelfth street and Compton avenue, in the Mill Creek Valley. The Terminal Railroad Association of St. Louis also has in construction a belt line, already completed from a point a short distance south of the Clayton road, around the west side of the city down to a connection in North St. Louis with the St. Louis Merchants Bridge Terminal Railway.

On the east side of the river, it has the East St. Louis Belt Line, and owns at present, by lease or purchase, the Illinois Transfer Railroad and the Conlogue road running down on the east side of the river to a point opposite Carondelet.

Various connections on the east side with all east side railroads; connections into the Relay Station at East St. Louis and yards just north of there, machine shops and engine round houses, car repair yards just north of East St. Louis, and connection into the National Stock Yards.

Q. You may describe, in a similar manner, the Wiggins Ferry Terminal system in St. Louis. A. The Wiggins Ferry Company owns a system of transfer boats across the river, with inclines at several points on both banks of the river. That system, as you might call it, controls the St. Louis Transfer Railway, which extends about seven miles from Grand avenue down through Hall street and along the river bank to Arsenal street in the southern part of the city; yards at the south end and also at Mound street, for making

up and distributing cars; some six hundred yards of team track room. On the east side it owns the East St. Louis Connecting Railway, with almost exclusive control of the property, from a point adjoining the Southern Railway Company's yards, just north of the Pittsburg dyke to a point a considerable distance above the Eads bridge—about half the distance between the Eads bridge and the Merchants bridge.

The East St. Louis Connecting Railway connects with all railroads running into East St. Louis on the river bank, and it has some yards at the south end of its property. It also has connection with the Terminal Belt Lines at East St. Louis.

Q. All of these properties which you have described in detail are embraced within the definition of "St. Louis terminals?" A. They are a part of it; yes, sir. They are embraced within the limits.

Q. And are there any other terminals outside of those systems that you have described? A. Oh, yes; a good many.

Q. What? A. There is on the east side of the river the Venice & Carondelet Belt, a line which has a number of industries located on it and has some connections. On the west side of the river there is a small terminal property called The Manufacturers Railway, which has yards principally for the benefit of the brewing interests in South St. Louis.

Q. What brewing interests? A. The Anheuser-Busch Brewing Association principally, although they do some work for others, too.

I should also embrace in answer to that question the individual terminals of all the individual lines.

Q. You mean to say that each line has its own yard or depot? A. Each line has to a certain extent its yards and depots. All lines have yards for making up or breaking up

of their own trains to start with. They have their yards for interchange purposes. They all have one or more freight stations and team yards for the conduct of their business, in certain portions of the district. I say "district" because some of them have these facilities in East St. Louis, some in North St. Louis and some in South St. Louis.

Q. During the time you have been employed in St. Louis, by whom were you employed and what were your duties? A. I was employed the greater part of the time by the Chicago, Burlington & Quincy Railroad. I was superintendent here for a number of years.

Q. How many years? A. Well, I was superintendent I should say about five years. I was here in some other capacities, too.

Q. Do you know the extent of the first terminals in St. Louis?

What I would like to have you do is this: Describe the development of the terminal system in St. Louis from its earliest commencement.

Mr. Krum: Has he personal knowledge of all that?

Mr. Priest: He has some personal knowledge and some historical knowledge.

Mr. Crow: History will speak for itself. Let him give his personal knowledge.

A. My knowledge of that before 1890 would be entirely a matter of investigation of records, etc.

Mr. Priest: Tell the sources from which you got it. Give us your personal investigation and knowledge.

A. I would say my personal knowledge of St. Louis terminal conditions began in 1890. At that time the present Terminal Railroad Association of St. Louis had just been formed. I am pretty familiar with that from the fact that for the years following that time the Chicago, Burlington & Quincy Railway Company, with which I was connected, had quite extensive negotiations as to what its relations to

the Terminal Railroad Association of St. Louis should be. I, therefore, was familiar with the form of the organization and the way in which it was brought about.

Q. State that, please. A. The Terminal Railroad Association of St. Louis was organized in 1889 to take over the old Union Railway and Transit Company and the St. Louis Terminal Railroad property and to acquire for the benefit of a number of railroads the leases of the Eads bridge and the tunnel that were at that time in the possession of the Missouri Pacific and the Wabash railways.

The Missouri Pacific and the Wabash and the Iron Mountain railways being practically all there was here in the way of St. Louis railroads coming in on this side of the river. The Chicago, Burlington & Quincy Railway came in at that time over the Wabash tracks. The Missouri, Kansas & Texas Railway did not come in here at all.

These properties then in control of the Missouri Pacific and the Wabash roads, were taken over by a terminal company with the intention that they should be shared equally by all the roads that wanted to come in here and use them. And from that time I should place the real beginning of the development of a terminal system in St. Louis.

Q. At that time what physical properties were constructed and in operation and owned or controlled by the Terminal Railroad Association of St. Louis? A. Those owned and controlled by the Terminal Railroad Association of St. Louis at that time were simply the bridge and tunnel, the old Union Depot property at Twelfth street, and some team tracks and sorting and assembling tracks in the neighborhood of the Union Depot, owned by the Union Railway & Transit Company and the Terminal Railroad Association of St. Louis.

Q. Can you point out on the map there the lines acquired by the Terminal Railroad Association of St. Louis when it was first organized? A. You mean those in 1889?

Q. Those that were in existence at that time.

NOTE: The witness here examines map heretofore offered in evidence and identified as the "Pitzman map."

A. Those that were in existence at that time were the Eads Bridge line, the tunnel through Eighth street, coming out in the neighborhood of Spruce street, the Union Railway & Transit Company, connecting with the tunnel and running up through the old Union Depot, which was located at Twelfth and Popular streets.

Q. Up to Twenty-first street? A. It extended to beyond Eighteenth street, I think, not quite to Twenty-first street.

Q. What on the east side of the river do you recall? A. My recollection is it consisted of the Union Railway & Transit Company of Illinois, and, I think, the Terminal Railroad Association of St. Louis immediately built some additional tracks to the Terminal Railroad of East St. Louis. I think they built those about that time.

That they had no further property than that at that time, is my recollecion, when they started in business.

Q. Did the Terminal Railroad Association of St. Louis system as it existed at that time, connect with any lines on the west side of the Mississippi River, except the Missouri Pacific and the Wabash railways—I mean directly? A. There were not any others to connect with.

Q. The Frisco? A. They did not get very far into St. Louis with that line. There was quite a little gap in there. I think they had no connection with them at that time.

Q. Those were the only two lines that immediately connected? A. Yes, sir.

Mr. Crow: In the Missouri Pacific Railway you include the Iron Mountain Railway? A. Yes, sir; I think I said in the first place, including the Iron Mountain.

Mr. Priest: Q. Did the Iron Mountain Railway at that time have any physical connection with the terminal tracks

of the Terminal Railroad Association of St. Louis? A. I think not, at that time.

Mr. Crow: Q. The Poplar street track? A. I think that was connected later.

Q. Didn't it come into the Union Depot? A. If I understand your question, it was this: Whether the Iron Mountain Railway had a connection independent of the Missouri Pacific Railway in there. Was that the question?

Mr. Priest: Q. Yes. A. I don't think the connection was independent of the Missouri Pacific Railway at that time; that is my recollection of it.

Q. What connection did the Terminal Railroad Association of St. Louis have with the railroads on the east side of the Mississippi River, at the time I allude to? A. My recollection is that it had not at that time acquired a connection with either the Illinois Central Railroad or the Mobile & Ohio Railroad, but had to do any business with those two roads over an intermediate connection. I shall have to say that is my recollection. I have not looked into the question recently; but that is my recollection that they had not at that time acquired a connection with either the Illinois Central Railroad or the Mobile & Ohio Railroad.

Q. Since that time what railroads have been built into St. Louis? A. Into St. Louis proper, the Chicago, Burlington & Quincy Railroad has been built in, and the Missouri, Kansas & Texas R'way. has come in here over the Chicago, Burlington & Quincy Railroad Company's tracks.

The Rock Island Road has acquired the old Colorado Road, and is now a St. Louis line. It has completed that into St. Louis.

If you require also the roads that are constructed, of course, the St. Louis, Memphis and Southeastern Road was also built in, but that was absorbed by the Frisco on the west side of the river.

Q. What roads on the east side have built in since then?

A. The St. Louis, Peoria & Northern Road was built into East St. Louis, and then its interests divided up between the Chicago & Alton Railroad and the Illinois Central Railroad.

So with the Valley line, which was called the St. Louis & Valley Railroad, which was built from East St. Louis to Cairo, down the river, which was bought by the St. Louis, Iron Mountain & Southern Railway Company, and is now operated as a division of the St. Louis, Iron Mountain & Southern Railway.

The different trunk lines running into East St. Louis have changed, more or less, their lines in there, but the main lines into East St. Louis are as they were in 1889, generally.

The Ohio & Mississippi Railroad, then so-called, has been changed into the Baltimore and Ohio-Southwestern Railroad, controlled by the Baltimore & Ohio Railroad.

The Louisville, Evansville & St. Louis Railway is now a part of the Southern Railway.

This line has been changed and its terminals enlarged, and that line controls the old Venice & Carondelet Railroad.

There have been a lot of changes in the arrangements of the roads into East St. Louis, but other than those changes the new roads are simply coal carrying roads like the St. Louis & O'Fallon Railroad and the St. Louis, Troy and Eastern Railroad and the St. Louis and Belleville Electric Railroad, and the St. Louis, Belleville & Southeastern—I believe that is what it was called. Those are very large coal-carrying roads built in there that do very little business except a coal-carrying business.

Q. What additional terminals have been built since the organization of the Terminal Railroad Association of St. Louis? I speak now, to be more specific, of both St. Louis and East St. Louis? A. In the first place, the lines of the Terminal Railroad Association of St. Louis have been ex-

tended west to Compton avenue. The new Union Station has been built. Extensive yards were put in east of Eighteenth street and east of Compton avenue. Freight stations were built between Tenth street and Twelfth street, engine houses were put up on a part of the site of the old Union Depot in the neighborhood of Twelfth street. A belt line running around the west part of the city, not quite completed yet, although the grading is nearly finished, has been built by the Terminal Railroad Association of St. Louis proper.

The Wiggins Ferry Company got a charter, or rather, the St. Louis Transfer Railway got a charter in 1884, or somewhere along there, to build a line along the river bank and put its line into operation, I think, in the same year the Terminal Railroad Association of St. Louis was organized, that is to say the year 1889. It was within a year of that time, and I am quite sure it was in 1889. They put into operation some eight (8) miles of line along the river bank, connecting with their boats.

Mr. Crow: Which bank? A. On the west bank. I am describing the west bank first.

They gradually built their yards in the neighborhood of Mound street, which have been added to from time to time, even during the past year, extending from North Market street down to Ashley street, and also extending their yard room in the neighborhood of Miller street and Lesperance street, down in the south end of town.

The Merchants Bridge had been built. The Merchants Bridge started in to build a short section of belt line and some facilities. That, however, was abandoned at the time, for want of money to carry it on and for want of any transfer business in sight, to pay any return on the investment. There was trouble in connection with that.

Shortly after that was started, the north approach was

torn down, as it seemed unlikely anything would be done with it for some time.

An extension was also built from Main street by means of the elevated road around the levee and up to the neighborhood of Gratiot street, coming to the surface in the neighborhood of Eighth and Gratiot street. That was supplemented a little later, after the building of the new Union Station and lease to the Terminal Railroad Association of St. Louis of rights of use of the Merchants Terminal, in order that the connection might be made into the new Union Station by an elevated track going over the top of the Missouri Pacific and Frisco freight houses, and coming down to the Terminal Railroad Association tracks. That was brought about partly by the pressure of the Chicago, Burlington & Quincy Railroad Company, to get into the Union Station, in a convenient way.

The Chicago, Burlington & Quincy Railroad Company up to that time had to bring its trains into the Mill Creek Valley over the Wabash Railway Company's tracks from the west, and an arrangement was made whereby the Chicago, Burlington & Quincy, and the Missouri, Kansas & Texas, and the St. Louis, Keokuk & Northwestern, the last one being afterwards absorbed by the Chicago, Burlington & Quincy Railroad Company, guaranteeing quite a large rental charge, in order that that connection might be built into the Union Station.

I might add that the Chicago, Burlington & Quincy Railroad coming into North St. Louis, built from 1892 to 1894 quite large terminals at North St. Louis for the use of itself and the Missouri, Kansas & Texas Railway.

They were rather isolated, entirely isolated at that time, from Mill Creek Valley, and much of the middle and south part of the City of St. Louis, and had no connection with the Terminal Railroad Association property. It was largely their pressure, in connection with getting a connection with

the Terminal Railroad Association of St. Louis, that brought about the building of this extension of the elevated line.

I do not know that you would care to have mentioned a lot of miscellaneous extensions, made up of individual lines and their terminals, all about St. Louis. A good many of them have grown on a very large scale. The only thing that might now be necessary, if I am supposed to make this fairly complete, is to mention the acquirement by the Terminal Railroad Association of St. Louis of the interests of the Wiggins Ferry Company, and of the St. Louis Transfer Railway Company properties.

Arrangement was made whereby the tracks down through Hall street and Main street were entirely re-arranged to provide for through passenger train service from the Merchants Bridge, without getting tangled up, as it was all the time previously, with the freight switching going on on both sides of Hall street.

At that time the Wiggins Ferry Company, rather peculiarly, kept its rights to tracks in the middle of Hall street, and crossed from those tracks into industries all along on both sides, as they were in there long before the Merchants Bridge Terminal Railway, and the Merchants Bridge Terminal Railway coming down in there on those two tracks had to go outside the Wiggins Ferry Company's tracks and cross a large number of these industrial tracks and it made a very difficult proposition to get passenger trains, or any other kind, through there without delay.

Those, I think, are the main features of the development on the west side of the river.

Q. So, practically all the Merchants Bridge Terminal Railway system was built after the Terminal Railroad Association of St. Louis had been organized? A. There was practically nothing but the bridge and the line to Gratiot

street at that time. They had made a start on other facilities, but it was abandoned and almost nothing done.

Did you intend that I should go over all those on the east side, too?

Q. Yes. But particularly about this Hall street: What was the situation there, at the time the Terminal Railroad Association of St. Louis acquired an interest in the Merchants Bridge properties? A. Well, there were two tracks part way down Hall street and one down Main street from North Market street to Biddle street. As I stated, they had to take what was left after the St. Louis Transfer Railway had taken up the center of Hall street, and put spurs out in all directions, all along and through Hall street from North Market street north to the different lumber yards, rendering works and other industries located along up there.

Q. Which rendered it possible to run through passenger trains from the Merchants Bridge to the Union Station? A. Yes, sir. At that time the Chicago, Burlington & Quincy Railroad Company, with which I was then connected, in order to get around and into the Mill Creek Valley, had either to run over the St. Louis Transfer Railway Company's tracks to a connection with the Iron Mountain Railway, and then up and through the Missouri Pacific yards and up Poplar street, over a three per cent grade, and over the Missouri Pacific tracks into the Terminal Railroad Association yard, or over the Wabash Railroad Company's tracks and over the Iron Mountain Railway Company's tracks, and from there on the same process.

Q. Why was it desirable to run passenger trains through Hall street and over the Merchants Bridge from the Union Depot? A. That has seemed quite desirable for some of the lines running out of the north end at St. Louis, and also to avoid the tunnel. Some roads have thought it advisable to go six or eight miles, or even more, out of the way in order to avoid the tunnel with their most important trains.

Q. What tunnel? The one used in connection with the west approach of the Eads Bridge? A. Yes, sir.

Q. Because of the discomfort produced by the smoke? A. Yes, sir.

Q. And the fumes of the engines in the tunnel? A. Yes, sir.

Q. What have been the developments generally—I do not speak particularly—on the east side of the river and terminals since that time? A. The East St. Louis Connecting Railway had tracks over there prior to 1889. The Terminal Railroad Asociation of St. Louis built the Illinois Transfer Railway and the East St. Louis Belt Railroad on the east side of the river, connecting all the lines over there; and built new yards for the general interchange of traffic; built a joint station for the handling of passenger traffic at East St. Louis; and also acquired the East St. Louis & Carondelet Railway running down to a point opposite Carondelet.

I think I have already outlined the number of additional roads that come in there, and the individual roads have built very large additions to their properties since that time. They have built outer yards.

Q. For their own use? A. Yes, sir; for making up and breaking up trains.

Q. What has been the growth in the railroad tonnage in the City of St. Louis in the past fifteen or twenty years? A. It has been practically doubling at the rate of once every seven years for some years, now—or about on that basis.

Q. Have you recently prepared a schedule showing the increase in tonnage by rail in St. Louis and East St. Louis? A. Yes, sir.

Q. Does this paper which I hand you represent the result of your investigation into that question? A. (After examining paper handed him.) This is a table compiled from figures that are furnished weekly to the Merchants Exchange

by all railroads, and I compiled them for a period from 1886 up to date.

Q. And those tables show that the tonnage of St. Louis has doubled every seven years?

Mr. Crow: That is objected to, as to what the tables show. It will speak for itself. When the tables are offered in evidence I want to inspect them and may have some objection to make.

A. I would answer that I figured that out and published a statement two years ago, which shows that within the previous seven years the tonnage had almost exactly doubled.

The gross in 1906, was, after that, the largest gross figures in tonnage that there had been in the history of the city.

The gross last year was not quite as great, because it fell off quite materially during the last two or three months of the year. The first part of the year was quite heavy.

Counsel for defendant offers in evidence the paper identified by the witness.

The paper referred to is marked "Defendant's Exhibit No. 1."

Defendant's Exhibit No. 1 is in the words and figures following, to-wit:

Mr. Crow: Q. Do you, personally, know that these figures are correct?

A. When you ask me that question, I would say they are based on figures furnished by all the different railroads. I do not know whether they add up their figures correctly or not. Nobody could know that. It would be absolutely impossible. I know they come from authentic sources.

Q. You have their statement for it? A. Yes, sir.

Q. Personally, you have no knowledge as to the authenticity of the figures? A. I know they were furnished by the railroad companies.

Q. That is not what I asked you. You, personally, have

no knowledge of the correctness of the figures furnished by the railroads? A. No, sir. I have not gone over their books.

Q. Is this part of the official report of the Bridge & Terminal Commission? A. Yes, sir, I think that is a part of the last report.

Mr. Crow: We make formal objection that it does not show it is an authentic report of the tonnage, being a mere statement of the railroads, and is not the best evidence.

A. As I say, it was compiled from weekly statements furnished from week to week, and checked each week, and furnished separately from week to week by the different railroads to the Merchants Exchange.

Mr. Priest: Q. Please state, Mr. Perkins, whether the terminals of the Terminal Railroad Association of St. Louis reach the same places as the terminals of the Merchants Bridge Terminal Railway and the Wiggins Ferry Company, on either side of the river—I mean reach the same connections?

A. No, sir. In general they serve rather separate sections and interests.

Q. In what part of the City of St. Louis do the terminals of the Terminal Railroad Association of St. Louis lie? A. The Terminal Railroad Association of St. Louis terminals occupy mainly certain parts of the so-called Mill Creek Valley; that is really the business center of St. Louis, Missouri.

Q. What part does the Merchants Bridge Terminal Railway Company's lines occupy? A. The Merchants Bridge Terminal Railway lines occupy principally certain portions of North St. Louis and Baden at the present time.

I should have said one thing before: I think the Belt Line around the west of the city should properly be regarded as part of the Terminal Railroad Association of

St. Louis system. I intended to say that. That, of course, gives connection into a large district west of the city.

The Merchants Bridge Terminal Railway after the extension made, as I have said, in order to get into the Union Depot and into the Mill Creek Valley, connected into a small team track yard at Gratiot Street, between 8th and 10th Streets. They had just two or three tracks there at first. It has been extended somewhat during the last year. That, however, was afterwards. The yard extensions were all built under the direction of the Terminal Railroad Association of St. Louis and not under direction of the Merchants Bridge Terminal Railway Company. That, is, however, a part of the Merchants Bridge Terminal Railway Company's property.

Q. That serves the industries in North St. Louis on the west bank of the Mississippi river down as far as that connection with the Terminal lines by the elevated track? A. Yes, sir.

Q. And the Wiggins Ferry System: What territory does that serve? A. The Wiggins Ferry System, that is the St. Louis Transfer Railway, serves the territory along a lower level, practically along the Levee front from Grand avenue away down nearly to the Arsenal. That serves a territory for the most part east of the Merchants Bridge Terminal Railway, east and south of the Merchants Bridge Terminal Railway properties. The Merchants Bridge Terminal Railway connection to the elevated is through Main street, on a comparatively high level.

Q. Would there be room in the Mill Creek Valley for an additional Terminal System? A. No, sir, I should say not. It is only with great difficulty that room is found at the present time for the necessary extensions to the present terminals to keep pace with the growth of their business.

Q. How about the territory occupied by the Merchants Bridge Terminal Railway property. Is there room there

for an additional terminal system? A. It might be said there is, to a limited extent. There are certain territories into which additional tracks could be built. There is some land at North St. Louis, especially north of Grand avenue. That has not all been taken up as yet, and some is still available. There is very little room for any large yard, however, for making up trains, etc.

Q. But taking the route all the way through, is there room for an additional, independent, terminal system? A. I should say not, without causing a great deal of damage and confusion. Damage to the present business interests, and confusion in the operation of the business.

Q. How about the Wiggins Ferry System: Is there room there for an additional system? A. No, sir, except for isolated tracks. The only possible room in that region would come from change in the harbor line and extension of the levee front. And further tracks built there, through what you might call the "throat" of that system, in the neighborhood of between say Carr and Ashley streets, or between Carr and O'Fallon streets, perhaps it would be better to say, could only be built through there by an elevated structure, or by going through tremendously expensive buildings, and buildings of a very permanent nature, like the Union Electric Light & Power Company's building and the Cold Storage Company's building, etc., which practically block off any further extension right in that place.

There are outlying districts to the southwest, and far out in the Mill Creek Valley, where there is still room for some railroad facilities, but not a very large proportion of the business.

Conditions under which I am saying these things, have changed so much that it makes it more difficult to build terminal tracks into the city than formerly. I think it is generally admitted that there should be no further terminals

built into the city, allowed to cross at grade on streets that are open to any considerable amount of traffic.

Q. Naturally and topographically, into how many terminal districts is the city of St. Louis divided? A. I have usually divided it, for my own purposes, into four districts. In doing so I call East St. Louis part of St. Louis, or the St. Louis business district.

Q. Call it that? A. I have divided it into North St. Louis, South St. Louis, Mill Creek Valley, and East St. Louis, including in East St. Louis, Madison, Granite City, Brooklyn and Venice.

Q. Why do you so divide it? A. It divides that way naturally, for topographical reasons. It is perfectly evident what causes the division between East St. Louis and St. Louis, the river and the state line. The Mill Creek Valley and North St. Louis bottoms, one might say, and the South St. Louis comparatively level area form three natural divisions for railroad purposes, and they form three separate groups of manufacturing and business interests here, too.

Q. Intervening between North St. Louis and the Mill Creek Valley is a comparatively hilly and elevated territory, isn't there? A. Yes, sir, we found it very much so when we proposed a line for the Chicago, Burlington & Quincy Railroad down through 19th street.

Q. The same condition exists between the Mill Creek Valley and South St. Louis? A. Yes, sir.

Q. What you call the Mill Creek Valley is the valley of a stream running into the Mississippi river from the west. A. Yes, sir. That originally was a stream. I never saw the stream, but that is historical, I suppose. I take it for granted that there was one there. At any rate, there is a great volume of sewage goes down there, more than the present sewer is capable of carrying.

Q. You say these districts are divided into three separate and distinct manufacturing districts. In what respect? A.

I say the manufacturing interests have, in a way, grouped themselves into three separate and distinct parts in these three different parts of the city. They have naturally settled into three groups that are accommodated by what are three sets of railroad terminals.

Q. That is to say, a manufacturing interest is located in one or other of those three divisions, the Mill Creek Valley, or North St. Louis, or South St. Louis, to get the benefit of the terminals there? A. That has been the tendency. That does not mean they are all located there, because some are located a long distance from the railroads. But there are three very perceptible groupings there.

Q. Tell me, if you please, the advantage or disadvantage in having all of these terminals which you describe, under a single control and management.

I desire you to answer now with respect to the operating service, as well as to the convenience of the traffic of the city of St. Louis.

Mr. Crow: We object to the question because it calls for a mere expression of opinion, while the facts as to the operation and the results of operation are really primary evidence, and opinion of the witness on this question is wholly immaterial.

A. It is my opinion, from many years' pretty close study of terminals in a good many places, that a really satisfactory system of terminals for any large city which is served by a considerable number of railroads, must be an arrangement whereby all the railroads can reach on practically even terms all the business divisions of that city. And where the manufacturers and merchants located in each of the business parts of that city will have free access to all those railroads.

That is, that the merchants and manufacturers of the city can not carry on their business in a broad way, if they have convenient access to only one of perhaps fifteen or twenty or more railroads. The business of most of them is dis-

tributed all over the country, and that of the receivers comes from a good many different sources. Consequently it is very important to the business interests of a city, that all the merchants and manufacturers shall have some means of access, without going to expensive teaming service, long hauls, inconvenient locations, to all of those railroads.

And, conversely, if all of the railroads are going to compete for the business of a city they must, under present conditions, have access to all the business localities. If one railroad company monopolizes favorable terminal locations, that has been in the past, I should say, one of the greatest factors in the conditions that brought about discriminations and demoralized service for this reason; if a half dozen lines, for example, are doing business between St. Louis and New York, taking the first example that occurs to me, and one of those lines has terminals extending right into the heart of the city where the business to and from New York is handled, and the other roads cannot get there, except under some disadvantage, one or other of two things has happened in the past: either the other roads have gone without the business or they have paid for it in some way, either by rate allowance or by absorption of switching charges or absorption of cartage charges. And since the passage of the Interstate Commerce Law, or since that has been made thoroughly effective, the opportunities of railroads that have not had the first chance, so to speak, at property, or had not originally the foresight to extend their lines into the portion of the city where business had developed, have been very much diminished.

So it has seemed to me that, under present conditions, where the business of the railroads has come down more and more to the straight transportation of the goods from one place to another, some arrangement must be made whereby all can do business everywhere in a large city.

And it seems to me that has been the general tendency

and general feeling of railroad men who have looked at the question from the point of view of all the transportation interests in the city together, for some years past.

I know I have heard a very marked change of sentiment in regard to that particular thing in the past six or eight years.

If one road, however, gets into and has its tracks extended conveniently into a big manufacturing district, into an area where a large amount of jobbing or anything of that kind goes on, it is going to fight the entrance of other lines into that district and is going to keep them out of its monopoly, so to speak, of the business in that particular district, if it can.

Q. What effect has the unification of terminals under one management upon competition between different lines?

Mr. Crow: That is objected to as wholly irrelevant, because the effect of unification does not tend to prove or disprove the charge in the bill in this case.

Mr. Priest: The gist of the gentlemen's charge is to suppress competition. We intend to show that it does not suppress, but tends to foster and encourage competition.

A. I think the answer to that question is simply a corollary to what I have just said, and is simply this:

The unification of the terminals, as you have expressed it, is brought about by the joint interests of the different lines which need to have service into a city, that unification puts all those lines on an equal basis to compete for the traffic to and from that city. That makes the condition such that each one of those roads or that any one of those roads, to compete successfully for the business must give at least as good service as, or better service than, all others.

It means that any one road to get the business must give the best service or it must give the best rates. If their conditions for receiving and delivering freight are equal to all the rest, it means their transportation, both in charges and

service, must be the best possible, to secure the traffic or secure a large volume of the traffic.

Q. Assuming that all the roads have an interest in the unified terminals, what would naturally follow with respect to the economical management of the terminals?

Mr. Crow: We object to that because the question of economy of the management of property is not an issue in this case, and can not possibly be an issue under the allegations and averments of the Bill and Answer.

A. The result, in general, where a large volume of business is transacted, as is the case in a city of the size of St. Louis, is the cutting out of duplication and often triplication of service; the reduction of much friction in operation; a very desirable reduction in the amount of valuable city room taken up by unsightly railroad tracks and taken away from other valuable uses.

And in connection with all that, the reduction of operating expenses and a reduction in the expense of the public from the fewer places at which they have to transact their business, and from the reduction in their delays.

Q. How about the expedition in operation of the terminals? Is the transfer of traffic more rapid under one management than it would be under three or four distinct managements? A. Very decidedly so. So much so that under the recommendation of the managements of the Chicago roads some time ago—

Mr. Crow: We object to the statement of any recommendation made by any Chicago roads.

A. I was going to say, that they recommended that in the interchange of freight of all these roads, nearly all the important roads into Chicago should be put under the management of one man who should have entire charge and say how the interchange should be handled.

The position was offered to one man and he was not in a position to take it. What has been done since I cannot say.

I know it was offered and I talked with various members of the Committee. I merely quote this as an example.

Q. Suppose you illustrate my question by taking a carload of freight from a terminus of the Missouri Pacific Railway at St. Louis and deliver it to the Vandalia Line at East St. Louis. Assuming in answering my question that the Terminal Railroad Association of St. Louis is operated independently of the Merchants Bridge Terminal Railway and the Wiggins Ferry Company? A. The way the Missouri Pacific Railway Company's business is handled at present, primarily—

Mr. Crow: We object to any statement of present conditions. Anything that happened prior to the filing of this Bill is competent.

Mr. Watts: Conditions have not changed since 1905.

A. Yes; but the connection is very simple since that time. If you will have that answer cut out I will state what I meant to say.

Mr. Crow: Proceed. I merely wished to preserve the record.

A. I was going to answer his direct question by stating what I do not think was expected, that the Missouri Pacific Railway Company's business would be largely handled by its own ferry to the east side. It does, however, handle some of its business, and at the time I judge is referred to—

Mr. Priest: Q. I am assuming it passed over the tracks of the Terminal Railroad Association of St. Louis, the Merchants Bridge Terminal Railway tracks, and the tracks of the Merchants Bridge Terminal Railway Company at East St. Louis, and the Terminal Railroad Association of St. Louis tracks at East St. Louis.

A. Let me understand this clearly. You mean a shipment going over the Merchants Bridge from the Missouri Pacific Railway prior to the time at which the Merchants

Terminal was connected into the Mill Creek Valley and arrangements made for through terminal connections: Is that right?

Q. Yes. A. At that time the Missouri Pacific would have had to offer that shipment to the Iron Mountain Road at Poplar street. Then the Iron Mountain Road would have it delivered to either the Wabash Railroad or the St. Louis Transfer Railway; and the Wabash or the St. Louis Transfer Railway would have delivered it to the Merchants Bridge Terminal Railway Company. The Merchants Bridge Terminal Railway Company would have taken it across the river and taken it down over the Madison, Illinois & St. Louis Railway to a connection with the East St. Louis Belt Railway, and the East St. Louis Belt Railway Company would have taken it to a connection with the Vandalia.

Q. Through how many different hands would that car have passed on this route, within the terminal district of St. Louis? A. I think it is perhaps fair to take the Missouri Pacific and Iron Mountain interests as one, although they were operated by two entirely different sets of men at that time. Taking those interests as one, as they are now, that would have passed over five lines; or, if you regard those as two, over six lines.

Q. Coming to the first delivery, that by the Missouri Pacific Railway to the Iron Mountain Railway, assuming them to be independently operated lines: What would be the process of delivery of one to the other? A. They would simply place cars on a delivery track, carded for a certain place. They were using chalk marks mostly then, but were introducing cards about that time. They would send a way-bill after them by a messenger, or possibly by the foreman of the switch crew. They would take it up again by the Iron Mountain Railway Company's crew—

Q. Let us get through with the first delivery: The first delivery would necessitate the use of a delivery track.

What is a delivery track? A. A track on which cars are placed by one railroad for delivery into the care of another railroad.

Q. That in turn requires the provision of a place to receive it? A. Yes, indeed.

Q. And the number of delivery tracks would depend upon the volume of interchange of business at that point between those two lines? A. Yes, sir.

Q. It would further involve the notification to the connecting line that the car had been placed there for acceptance by it? A. Yes, sir.

Q. And it would further involve the services of an inspector to see that the car was in proper condition to be received, wouldn't it? A. Yes, sir.

Q. And then, after the inspection and ascertainment that it was in proper condition to be received, an independent switching crew would take it from the delivery track for transportation to the next connecting carrier? A. Yes, sir.

Q. And that same process would be gone through with it on each connection? A. Yes, sir.

Q. You would then have the necessity of five separate crews to handle at these separate points what could be done by one crew under a single management? A. Yes, sir.

Q. You would have more than that: You would have twice five, less two, wouldn't you? A. I don't quite follow that.

Q. One crew for delivery, another for acceptance? A. The same crew would do both things,

Q. Then you would require a multiplication of tracks? A. Yes, sir.

Q. Then what would be the average loss of time by this process of delivery from one terminal carrier to another? A. Probably several hours at each point.

Q. Would it tend to facilitate or congest traffic in the City of St. Louis? A. It would congest it very much.

Q. How greatly would it congest it? A. Very seriously, indeed. It is pretty hard to say how far you might carry a thing of that sort, of course. There would be all sorts of grades of such arrangements. But it might very easily decrease the capacity of general terminal interchange by one-half, if that sort of process were carried to any such extent as you indicate.

Q. You have described the ordinary process of delivery between independent carriers, haven't you? A. Oh, yes; yes.

Q. So, if these companies were all independent, you would have this process gone through with on each delivery by one or the other? A. Yes, sir.

Q. The system of the Merchants Bridge Terminal Railway does not reach any of the business of the Terminal Railroad Association of St. Louis, does it, except by common connection of the two systems? A. No, sir; not to any great extent.

Q. In other words, there would have to be an interchange of freight between those two systems, except such freight as originated on the Merchants Bridge Terminal Railway and was destined to some trunk line with which it had direct connection. A. Yes, sir.

Q. Mr. Perkins, what is the function of terminals in a large city?

Mr. Crow: The question is objected to for the reason that it is not a matter requiring any expert opinion or knowledge; it is merely a question of fact.

At this point, by consent of counsel, the further hearing of testimony herein was adjourned to Tuesday April 14th, 1908, at the office of the Special Commissioner, at 10:30 a. m.

Special Commissioner.

St. Louis, Mo., April 14th, 1908.

Met, pursuant to adjournment on Tuesday, April 14th, 1908, at the office of the Special Commisioner, Honorable R. E. Rombauer, in the Roe Building, at 10:30 a. m.

Present: Honorable R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Messrs. M. W. Watts and H. S. Priest appeared in behalf of the Defendant.

The following proceedings were had:

DIRECT EXAMINATION BY MR. H. S. PRIEST.

(Continued.)

Q. Mr. Perkins, what is the function of terminals in a large city?

Mr. Crow: We renew the objection to this question made yesterday.

A. The function of railroad facilities that would come under the head of terminals, would be divided into two parts: First, those facilities with which the railroads do business with the public, consisting of freight houses, passenger stations, team tracks for the loading and unloading of freight by teams, and private tracks to industries.

The second group, or second function, if you want to call it that, consists of yards provided for the assembling and distribution of cars; that is, the making up and breaking up of trains; the storage of freight and passenger cars; roundhouses, shops and repair facilities.

The functions in general, therefore, of the terminals are for the assembling and distribution of frieght and passengers which have been transported or which are to be transported. The terminals are facilities with which the rail-

roads interchange their business with the public, and with which they handle their equipment at terminal points.

Q. Would that include furnishing motive power and moving cars from point to point? A. It would. When you say "from point to point" it would include, as generally understood, the furnishing of motive power and moving cars from point to point in what is regarded as a terminal district, or what is regarded as a district for the receiving and distribution of articles or persons to be transported.

Q. To particularize: What is the function of the terminal lines owned and controlled by the Terminal Railroad Association of St. Louis? By that I mean lines on both sides of the river operated by the Terminal Railroad Association of St. Louis. A. The functions of those terminal properties are: First, to provide means for receiving passengers and delivering passengers for all railroads entering St. Louis.

Secondly, to provide means for receiving freight and delivering freight either on tracks or through warehouses for all railroads entering St. Louis or East St. Louis, or those parts of St. Louis and East St. Louis which are reached by the tracks of the Terminal Railroad Association of St. Louis.

Thirdly, to expedite the interchange of cars of all kinds, passenger and freight, between the different railroads.

Fourthly, a very small factor comparatively with the total business, the switching of freight from one point on their properties to another point on their properties for the convenience of the public. That is, to take the place of presumably more expensive teaming.

It also has the function of providing bridge facilities for the passage of their passenger trains across the river, of all such roads as wish to avail themselves of that privilege.

Q. To express it briefly, then, the purpose and the work accomplished by the Terminal Railroad Association of St.

Louis is to act and it is acting as general agent for all of the railways which enter St. Louis for assembling and distributing the freight between them? A. Assembling and distributing freight and passengers.

Q. I mean to comprehend East St. Louis in my question. I am talking about East St. Louis as well as St. Louis. A. I understand the question to cover East St. Louis.

Q. That is freight which arises in or is destined to St. Louis, and freight which passes through St. Louis as a gateway from the east to the west? A. I answer the question yes, with the modification that it covers freight and passenger traffic both.

Q. What proportion of the business done by these roads is confined to that which has its origin in St. Louis and which is destined in East St. Louis, on some one or all of the lines owned or controlled by the Terminal Railroad Association of St. Louis? A. That would be extremely small. That would be really what I mentioned as switching business practically.

Q. Would that business be of such proportion as would justify the investiture of the amount of capital which is invested in the terminal properties in St. Louis and East St. Louis?

Mr. Crow: That is objected to as wholly irrelevant in this case, because it is not a question whether or not the amount of capital is justified by any particular volume of business.

A. That volume of business would justify only a very small investment of capital. The amount of that business would probably not justify in any way the providing of steam railroad facilities for handling it. The volume of that business, the greater part of which is probably handled by teams, would probably justify the building of a bridge for that traffic and team traffic combined, but not the furnishing of a steam railroad.

Q. Then I understand you to say that the great bulk of the business handled by the Terminal Railroad Association of St. Louis— A. May I interrupt a moment. I want to be quite sure my answer was understood. I want to be sure that I understood the question as covering business that absolutely originates in St. Louis and ends in East St. Louis, or absolutely originates in East St. Louis and ends in St. Louis and does not apply to any business coming in over roads and then brought across here.

Mr. Crow: Q. You don't mean to limit that to East St. Louis? A. The East St. Louis district I call it. Perhaps that will be a better term to use. That includes the Madison business, etc.

Mr. Priest: Q. Then I understand you that the main volume of business done by the Terminal Railroad Association of St. Louis line in the St. Louis and East St. Louis district, is business originating in St. Louis and handled by some of the main lines of railroad entering St. Louis or East St. Louis, or business destined to St. Louis from outside points or business passing through St. Louis as a gateway? A. Yes, sir; so far as applied to the business handled in cars.

Q. That is the great volume of business? A. Yes, sir.

Q. The business which I have last described, I will ask you whether the terminal charges are generally absorbed by the railroads handling the business?

Mr. Crow: That is objected to for the reason that it does not fix a time anterior to the filing of the bill.

A. If I understand, the time of filing the bill was something like two and a half years.

Mr. Priest: Answer it without any reference to that. That does not make any difference.

A. The greater volume of revenue of the Terminal Railroad Association properties comes from charges that are paid directly by the railroads out of their freight rates. That proportion has, however, very materially increased in the

past two years. Up to two years ago a large proportion of charges assessed by the Terminal Railroad Association of St. Louis on freight handled to and from eastern points was charged directly to the shippers or consignees. That was not, however, the case with business to and from the west or to and from the southeast.

At present the rates to and from St. Louis are made right through to St. Louis, and the transfer charges across the river are paid by the railroads out of their through rates.

The revenues of the Terminal Railroad Association of St. Louis and the allied properties that are charged to the public are at the present time such switching charges as are made on cars that are switched from point to point in the switching limits of the St. Louis district. I say "St. Louis district" including the whole of it hereafter—

Charges on such business as is handled across the river by some short local coal lines which decline to make interstate rates.

Car service charges that are assessed under car service rules, on cars standing on Terminal Railroad Association Railway tracks.

Storage charges which are assessed on freight left in warehouses beyond a certain time, as provided for by law.

Charges made for teams and pedestrians across the bridges and ferries.

Q. All others than these you last mentioned are absorbed in the through charges? A. I don't think of any others at present. I think that makes it complete.

Q. What proportion of the terminal charges are these absorbed in the tariffs of the proprietary lines of the terminals of St. Louis, of the lines using the terminals in St. Louis?

The Commissioner: You mean what proportion of the whole?

Mr. Crow: This question is objected to for the same rea-

son as before stated, it does not fix a time prior to the filing of the bill.

A. The amount paid directly by the railroads from the rates, the greatest part of it—I have not figured that over from the regular records since, I think, the last time I went over that was in 1906. I remember I gave to the Globe-Democrat for June 30, 1906, a complete statement, dividing the revenue from different sources, that all the terminal properties obtained, which figures were compiled at that time from sworn statements made to the Interstate Commerce Commission and based roughly on the division at that time (but I haven't figured that out directly), I should say the amount paid directly by the public in these various ways, would be now between five and ten per cent of the total revenue.

Q. All of the rest is paid by the lines taking advantages of the terminals? A. Yes, sir. That I could figure out exactly if I knew it would be asked for.

Q. How many roads enter St. Louis? A. Counting all the small roads there are twenty-eight (28) lines that enter St. Louis and East St. Louis operating under different names.

Q. Do all those lines use the terminals of the Terminal Railroad Association of St. Louis in St. Louis and East St. Louis? A. Yes, sir.

Q. Do you know how many lines own the stock of the St. Louis Terminal Railroad Association of St. Louis? A. I do.

Q. How many? A. There are fourteen proprietary interests, fourteen different names. That is, counting the Missouri Pacific Railway and the Iron Mountain Railway as separate interests, and the Rock Island and Frisco as separate interests. They each own a one-fourteenth interest.

Q. This arrangement enables each of the lines entering

St. Louis to have the same advantage of access to freight and facilities for discharging freight that every other one enjoys? A. Yes, sir. Nearly all the lines of any consequence are really taken into the Terminal Railroad Association ownership through lease or control. The Mobile & Ohio Railroad for example, is controlled by the Southern Railroad, at least it is generally supposed to be.

The Toledo, St. Louis & Western and the Chicago & Alton are practically a consolidation under the same management and the same set of officers.

The Valley Line, so-called, is owned by the St. Louis, Iron Mountain & Southern Railway Company, so that the roads which have not a direct interest in the Terminal Railroad Association of St. Louis, consist of the Chicago, Peoria & St. Louis, a small road, and a number of coal roads whose traffic is almost exclusively local coal from nearby Illinois mines, and they have the same privileges as anybody else of using that.

The only qualification I make to that statement is that I see every day the cars of those roads, every time I go over the property of the Terminal Railroad Association of St. Louis, on the tracks of the Terminal Railroad Association of St. Louis, delivering coal in this city. But I understand that it has been their policy to try to avoid direct arrangement for interstate traffic.

That applies to those four or five coal roads I mentioned before.

Q. But all the railroads which enter St. Louis, whether proprietary lines, or otherwise, are placed on the same footing so far as the use and privilege of the terminals are concerned? A. Yes, sir. The ordinance under which the Union Station was built provides for that.

Q. The same is true with reference to freight? A. Yes, sir.

Q. What, from your experience in railroad management,

would be the effect upon the economical management of the terminals of St. Louis, of the absorption by the lines using them, of its charges in their through freight tariffs? Would it tend to reduce terminal charges to the lowest possible economical point? A. If I understand your question, it is, what would be the effect of all lines entering St. Louis absorbing all terminal charges for the delivery and the receipt of their freight on Terminal Railroad Association property.

Q. Yes. A. Well, as I have already said, that is already done to a very large extent. There is but a very small proportion that is not so absorbed.

According to my own theory of the proper management of terminals it all should be absorbed by the lines which are proprietors of the Terminal Railroad Association of St. Louis, and certainly the present arrangement comes very near carrying out that theory.

Q. Would that make the management of the terminals more extravagant or more economical? A. The effect of that is very decidedly to make it more efficient and economical, for this reason I should say:

The various railroads having to pay the charge of the Terminal Railroad Association of St. Louis out of their own revenue and having to bear in their competition for business, the effect of quality of service rendered, such as it is, must necessarily, if they keep in line for a large volume of business, insist on that business being done in an economical and efficient way.

Every railroad manager, or at least all I know well, and whose business I see going on from time to time, checks carefully the arrangements on the terminal properties for which he has to pay, and it is just as much his business to do so, as it is his business to check the expenses of his own railroad. And it is just as much his business to see that the service rendered by the joint agency that is employed to do his business is good, as on his own railroad.

Q. Mr. Perkins, I will ask you, from your familiarity with the railroads coming into St. Louis, and the terminal arrangements of St. Louis—I mean to comprehend also East St. Louis in this question—and from your knowledge of the traffic coming into or going out from and passing through St. Louis, whether the unification of all the terminals in St. Louis under one management, is promotive or restrictive of commerce?

Mr. Crow: We object to the question because it is a question of fact how it operates and not a matter of expert opinion at all.

A. I should have to qualify my answer to that by saying this:

Every important railroad, in my opinion, should have its own assembling, distributing and storage yards, and should have a main freight house for the assembling and distribution of its less than carload business, as a nucleus for the handing of its business.

But that such facilities might, however, be located perfectly well in any part of its general business district, East St. Louis, North St. Louis, or South St. Louis.

But that by united facilities spreading over all parts of the city and reaching into all parts of the city and all parts of the district, they can give much more efficient service to all concerned.

Any arrangement of that kind tends to promote efficiency and it tends to cut down the amount of work that the merchant or manufacturer has to do. It gives him, so far as possible, one place for receiving and distributing freight in his immediate neighborhood.

Q. Would the consolidated operation of say the properties originally of the Terminal Railroad Association of St. Louis, the Merchants Bridge Terminal Railway system of St. Louis, and the Wiggins Ferry system, both in St. Louis

and East St. Louis, be promotive or restrictive of commerce entering, going out from, or passing through St. Louis?

Mr. Crow: We object to that question for the same reason as given before.

A. My opinion would be that it is decidedly promotive of the facility with which commerce moves and promotive of competition among lines reaching out or running into St. Louis.

Q. Then it promotes instead of retarding or destroying competition? Such a combination would promote instead of destroying or impairing competition? A. Yes, sir; any arrangement that tends to open up a part of a district to a good many railroads instead of to only one railroad, certainly tends to increase competition in that direction.

Q. Out of St. Louis, what is the general tendency with respect to the common ownership and use of terminals in large cities?

Mr. Crow: We object to that question as wholly immaterial. No matter what the tendency is elsewhere, the question is what are the conditions here. It is a question of what the facts are.

A. Both efforts and material progress are being made in a great many of the large cities to bring such united arrangement about.

Q. Will you give illustrations?

Mr. Crow: We object to that for the same reason given above.

A. To take the two worst cases I think of, which are perhaps Buffalo and Chicago, where the diversified interests of a large number of separate properties on which business has to be handled cause a great burden on commerce. I should say that those two, Buffalo and Chicago, are two of the largest terminal points in the country, and the problem in both places has been extremely difficult, and both the

railroads and the public have been at work upon some arrangement to bring them together for a good many years.

Just this past year, in Buffalo for example, a joint committee appointed by the Mayor of Buffalo and by all the railroads running into Buffalo, having agreed upon a report recommending to the city and to the railroads a unification of passenger terminals and freight terminals. That committee I refer to consists of three men appointed by the Mayor of Buffalo and three men appointed by the railroads, the latter being Mr. Wilgus, Vice-President of the New York Central Railroad Company, Mr. Rea, Vice-President of the Pennsylvania Railroad Company, and the Vice-President of either the Erie Railroad or the Lackawana Railroad is my recollection, but I have forgotten which one.

At Chicago several committees have been at work on this same thing, because, for example, one-fourth of the main business area, the down town business area of Chicago is covered with badly arranged steam railroad tracks; and as business from one railroad to another, and from one part of the city to another has to go over several independent companies, not only are there tremendously high accumulations of switching charges, but most serious delays.

I believe the figures of these committees shows it takes several times as long to get freight through Chicago as it does here in St. Louis.

A good deal of work has been done in the last few years in Kansas City, towards the same arrangement. For a good many years Kansas City has done most of its passenger business through a Terminal Union Depot Company, of which I was a director for a number of years; and they have been trying to bring about a general terminal company for the handling of much of the freight traffic in addition.

I might mention a great many others, but perhaps those are sufficient—unless you care for some foreign ones.

Q. How about Washington City? A. At Washington

the passenger traffic is all done under a union arrangement. That was brought about by the action of the United States Government. I think the Government started with some resolutions as far back as 1881. I have kept track for some years of the progress they were making. Finally a Washington terminal company was organized under an act of Congress, of which the Pennsylvania lines and the Baltimore & Ohio were allowed to own one-half of the stock; I think the stock was authorized at five million dollars, of which to begin with two and a half million dollars were paid in in cash. And all the other lines came into the arrangement as tenants, the act of Congress providing that they should come in on fair terms for the use of these facilities; and my recollection is that it provided further that if there was any disagreement it should be submitted to the Supreme Court of the District of Columbia to arbitrate.

They issued some twelve million dollars of bonds besides the stock, and they have that in operation now and have torn down most of the other pasenger stations. All of the roads are running into the Union Station at the present time. It is a very large and comprehensive arrangement, and one from which I judge the railroads can not for a great many years get any return on their investment.

Q. Do you know anything of any arrangement on the Continent, in such cities as Paris and Berlin? A. Yes, sir; I am familiar with those.

Mr. Crow: We object to any statements about conditions at Paris and Berlin, for the reason that proof of that will not tend to prove or disprove any issue in this case or tend to prove or disprove the allegations in the bill or answer.

Mr. Priest: Q. Describe them. A. When I went over the terminals at Paris I was interested to find two Belt Lines there, Petite Ceinture and Grande Ceinture, they call them, organized almost exactly like the Terminal Railroad Association of St. Louis. The Little Belt provides connections

inside the city, mostly inside the old walls of the city, and the Big Belt about five or six miles out, connecting up all the railroad facilities about Paris. And of the seven railroads that enter Paris, five are joint stockholders in those two so-called belts.

The other two railroads also use them on terms provided in their agreement. Those are used alike by the very small government roads in France, as well as by the private roads.

Q. I will ask you if this diagram, I show you, illustrates somewhat the situation at Paris. A. (After examining paper handed him). That illustrates it exactly. That is a print I had made.

Mr. Priest: I will offer in evidence this diagram in connection with the testimony of the witness.

Mr. Crow: The introduction of this diagram is objected to for the reason above stated, as not being material to any issue in this cause.

The paper referred to is marked "Defendant's Exhibit No. 1."

Defendant's Exhibit No. 1 is in words and figures following, to-wit:

A. The freight from any of the railroads running into Paris goes around over these belt lines to the terminals of any of the roads.

The difference in the arrangement there and our own arrangement is that a through distance tariff applies to whatever tracks goods are delivered on; that is, if it is five miles further to the terminals on one side of the city than to the terminals on another side of the city, a greater rate applies to one than to the other, instead of the same rate applying to both, as obtains here.

The arrangement in Berlin is very similar, except as you know, the government owns nearly all the railroads. The Government owns about nine-tenths of the railroads, while in France the government owns probably less than one-tenth.

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Q. Does this map I hand you illustrate conditions at Berlin? A. (After examining paper). Yes, this is a reduced cut, I had made from a large map of the Berlin terminals that I obtained from the German Government state railroad officials.

Mr. Priest: We offer in evidence the map referred to.

Mr. Crow: We object to the introduction of this map for the same reason stated above.

The map referred to is marked "Defendant's Exhibit No. 2."

Defendant's Exhibit No. 2 is in words and figures as follows, to-wit:

A. The same arrangement I referred to about Paris applies to Berlin, that goods can be delivered to any one of those eight or nine groups of facilities from any of the roads entering Berlin on a through distance tariff basis.

That "Ring Bahn," as they call it, connects all the railroads, and the line going right through the middle of the city, the elevated, the "Stadt Bahn," handles the greater part of the passenger traffic from the different lines.

There are a number of different passenger stations, but the greater part of the traffic is handled right through that line, and the passengers stop at a central station on that line, or at some of these other stations, as they see fit.

Those two are simply types of the arrangements that exist at a good many other foreign cities I have examined.

In several of the cities, the lines have combined in one union station, so far as the passenger service is concerned.

Q. Do you know whether the Terminal Railroad of St. Louis owns any freight cars? A. Not unless it has got some very recently. I can not tell you at the present time, because I have made no recent inquiry.

Q. So far as you know, it does not? A. I don't know of any, except for its own supplies, some supply cars.

Q. Mr. Perkins, you and Mr. Robert Moore as advisers

to the Municipal Terminal Commission of St. Louis, made a preliminary report of July 6th, 1906, didn't you? A. Yes, sir.

Q. I will ask you if this paper I hand you is a correct report of that Commission to the Municipal Assembly of the City of St. Louis, incorporating your report to the Commission? A. I would like to look at it. There is one figure that I think was changed in many of the copies. (After examining pamphlet). Yes, that is all right.

Mr. Priest: We offer in evidence this report in connection with the testimony of Mr. Perkins.

The pamphlet referred to is marked "Defendant's Exhibit No. 4."

Defendant's Exhibit No. 4 is in words and figures as follows, to-wit:

Mr. Crow: That is objected to because it is a report made after the institution of the suit here, and secondly no report or action of the Commission can affect the status of matters involved in this suit, and is simply hearsay testimony.

Mr. Priest: Q. Did you make a like report to the committee on February 11, 1908? A. Yes, sir.

Q. Is this paper I hand you a copy of that report? A. (After examining paper). There was a report made at that time, but not quite a "like" report.

Q. A report was made to the Municipal Assembly? A. Yes, sir, except that a chart was in there, otherwise it is the same report made at that time.

Q. In addition to the chart which I tore out and offered in evidence yesterday, it is a correct copy of that report? A. Yes, sir.

Mr. Priest: We offer in evidence this paper referred to.

The paper referred to is marked "Defendant's Exhibit No. 5."

Defendant's Exhibit No. 5 is in the words and figures following, to-wit:

Note: There is no objection made to the admission of the reports above referred to, on the ground that they are not certified copies.

Mr. Priest: In connection with Mr. Perkins' testimony, I wish to introduce in evidence the ordinance under which the Municipal Bridge & Terminal Commission was created, being Ordinance No. 22,026.

The ordinance referred to is marked "Defendant's Exhibit No. 6."

Defendant's Exhibit No. 6 is in the words and figures following, to-wit:

At this point the further hearing of the testimony was adjourned to May 1st, 1908, at 10:30 in the forenoon.

Special Commissioner.

St. Louis, Mo., May 1, 1908.

Met, pursuant to adjournment, on Friday, May 1st, 1908, at 10:30 a. m., at the office of the Special Commissioner, in the Roe Building, City of St. Louis, Mo.

Present: Honorable R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Messrs. M. W. Watts and H. S. Priest appeared in behalf of the defendant.

On account of engagements of the Special Commissioner, and by consent of counsel, a further adjournment was made to Tuesday, May 5th, 1908, at 10:30 a. m.

Special Commissioner.

St. Louis, Mo., May 5th, 1908.

Met, pursuant to adjournment as above, on Tuesday, May 5th, 1908, at 10:30 a. m., in the office of the Special Commissioner, in the Roe Building, City of St. Louis, Mo.

Present: Honorable R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Government

Mr. M. W. Watts appeared in behalf of the defendant.

The following proceedings were had:

CROSS-EXAMINATION BY MR. E. C. CROW.

Q. Mr. Perkins, are you a civil engineer? A. Well not technically.

Q. You are not a graduate of any civil engineering school? A. No, sir. I studied engineering to a considerable extent myself in the course of my railroad experience. But I am not a graduate of any engineering school.

Q. Your engineering experience results from the fact that you have been practically in the railroad business? A. Yes, sir; and from my own studies.

Q. What studies have you pursued along those lines? A. Well, I do not know exactly what you mean by that question. Studies of engineering books, and attending lectures on engineering subjects and the practical study of engineering works on the ground.

Q. When and where did you attend those lectures, and under whom? A. I do not mean any engineering school lectures, but of engineering societies.

Q. You mean you have attended the meetings of engineering societies and listened to the papers read there, and participated in the discussions with reference to the practical side of propositions? A. Yes, sir.

Q. Now, what, if any railroad or public service corpora-

tion were you with when you made the arrangement to serve the Mayor's Muncipal Terminal Commission? A. I was at that time with the Chicago, Burlington & Quincy Railroad Company.

Q. In what capacity? A. Superintendent.

Q. Superintendent of what? A. Of what is called the St. Joseph Division of that road.

Q. What extent of territory did that serve? A. Approximately six hundred (600) miles of line—

Q. Lying where? A. Lying largely in Western Missouri and Western Iowa and of terminals at Kansas City, Atchison, Leavenworth, St. Joseph and Council Bluffs.

Q. The Chicago, Burlington & Quincy Railroad is one of the proprietary lines of the Terminal Railroad Association of St. Louis, which is the defendant in this case, isn't it? A. It is; yes, sir.

Q. How long have you been with the Burlington Railroad Company? A. At that time nearly eighteen (18) years.

Q. Nearly eighteen years? A. Yes, sir; in different places.

Q. Where was your office? A. At that time it was at St. Joseph, Missouri.

Q. Were you personally acquainted with the members of the Mayor's Municipal Bridge and Terminal Commission prior to their appointment? A. Yes, sir; with a number of them.

Q. Which ones? A. With the vice-chairman, Mr. Robert Whitelaw. With Mr. Hugh McKittrick. With Mr. R. W. Shapleigh. I think possibly I was better acquainted with those two than with the others. Some of the others I knew only slightly or not at all.

Q. Had you met them socially or in a business way, or both? A. Why, more socially than otherwise, I should say.

Q. Who of the Mayor's Municipal Bridge and Terminal Commission, if anyone, first talked to you about accepting the position you now hold of adviser to the Terminal Commission? A. The Commission asked me to meet a committee they had appointed to talk with me, consisting of Mr. Whitelaw, the vice-chairman, and Mr. McKittrick, two of the gentlemen I have mentioned as being best acquainted with.

Q. They made this request by letter? A. They requested by letter that I meet with this committee.

Q. The commission did? A. Yes, sir.

Q. What conversation had you had with reference to your appointment before that? A. Absolutely none.

Q. That is the first information you had? A. Yes, sir.

Q. You have now no knowledge as to how or why this committee requested you to meet them? A. No, sir; except from my general talk with them.

Q. Prior to that? A. Prior to that time?

Q. Yes. A. Oh, no.

Q. Are you connected now with any public service corporation? A. Yes, sir.

Q. What one? A. The St. Louis, Brownsville & Mexico Railroad.

Q. Where does this road run to and where from? A. Its main line runs from Houston, Texas, to Brownsville, Texas.

Q. Who is the president of that road? A. I have all the duties of president. Mr. B. F. Yoakum, in New York, is nominally the president, but he takes no active part in it.

Q. Mr. Yoakum is connected with the 'Frisco Railroad Company in what capacity? A. He is chairman of the Board of Directors. He had nothing to do with my appointment to this place.

Q. The Frisco Railroad Company is a defendant also in this case, and is one of the proprietary lines of the Ter-

minal Railroad Association of St. Louis, is it not? A. Yes, sir.

Q. The road you speak of, of which you are an official, is a road just in process of construction? A. All the road that has been surveyed up to the present time is actually in operation now.

Q. How much is that? A. That is approximately four hundred and fifty (450) miles. A little less than four hundred and fifty miles.

Q. That road is operated in connection with and controlled by the same interests that control the Frisco and the Rock Island System? A. No connection in the least. It has no connection of any kind with it.

Q. Who does control it? A. It is controlled by a syndicate which I represent, consisting largely of St. Louis people, however. There is no connection with any other road in any way.

Q. What portion of your time has been given to the duties of this railroad company's work since you have been employed as expert by the Commission? A. Well, I have only given time to this railroad company's work since the first of this year. I continued as adviser to the Commission this year under an arrangement with them by which I should divide my time between the Commission and this railroad work. That was my own suggestion, as I had several propositions to take my time and I felt that the Commission's work this year would not need my entire time, and I therefore made a new arrangement with them for this year.

Q. The position you occupy with the railroad company is, of course, a salaried position? A. Yes, sir.

Q. As I understand you, you are dividing your time under an arrangement with the Commission, about equally between the work of the city and the work of the railroad company? A. Yes, sir.

Q. Upon what particular questions did you and the Commission agree you should advise the Commission? A. Questions in regard to railroad terminal development, railroad terminal plans, railroad operating and traffic questions affecting terminal conditions. I think the Commission asked me to come here on the ground that I had not only a good deal of experience in the charge of large terminals and had given that subject a good deal of study, but I had also had experience in the traffic parts of the work and in the operating of railroads, and in railroad construction. That is the result of conversations I have had with them, as to why they chose me for this position.

Q. I understand the two propositions upon which they employed you as expert was first, in relation to terminal questions, so far as it related to the development of terminal conditions, and control and handling of the traffic; and, second, the proposition of rates and the adjustment thereof? A. Rates and the adjustment thereof and the operating conditions as affecting terminal development; all of which would be factors in proper railroad development.

Q. And you had had experience in both these lines? A. Yes, sir. And in the construction and planning of railroad yards, and other terminal properties.

Q. You stated in your direct examination that yourself and Mr. Moore made a trip over the largest terminal properties in the United States; will you please state the cities you visited and the time you spent in the examination of each? A. Why, yes. I think we were three days going over the Pittsburg terminals. That is, three days in a lump, I might say, in addition to several little trips I have made there from time to time to look at them. During which time we had every facility given us to make the most of our time. We had officers of the various railroads there to go around with us and show us what there was, and an engine to take us about. Then my recollection is that we

spent about two days in the Philadelphia district, going over matters in the same way. And we were several days about the New York district.

Q. How many days, about, were you in the New York district? A. I think on that trip we were three days.

Q. Did you make another trip? A. I have been there a good many times and I looked over the New York terminals.

Q. Since you have been connected with the Commission? A. Yes, sir.

Q. How many times? A. I was going to say we were not only taken over the different terminals on both sides of the harbor at New York, but in order to get around to all the terminals we had one entire day a tug boat that belonged to the Pennsylvania Railroad Company; and another entire day a tug boat belonging to the New York Central Railroad Company, in order that we might land every where around the river and harbor where there were railroad terminals, and go over the various facilities carefully.

Q. How many trips did you make to New York? A. Since I have been with the Terminal Commission?

Q. Yes; for that purpose, of examining those terminals? A. Well, the other trips, the main purpose was not to examine the physical terminals, but, rather, to talk with railroad officials about the conduct of our work here. But in those trips I spent part of my time in going over terminal properties.

Q. How many days did you put in, on the main trip, when you went to examine the physical properties? A. I have already said that my recollection is we were three days on it.

Q. What other cities did you go to, Mr. Perkins? A. I went alone to Baltimore. I put in an entire day there. I was taken about by the railroad people, and we had a little

launch to take me around there. I have also been around Washington along about that same time.

Q. On this same business, Mr. Perkins? A. Yes, sir. Mr. Moore and I were also in Chicago altogether one day, only a part of which was looking at railroad facilities, as we had both been there a great many times and were pretty familiar with the Chicago terminals.

Q. I am not asking you what you were familiar with, but specifically what you did since you were a member of this Commission? A. Yes, sir. I was just saying that Mr. Moore and I were both at Chicago together on this business. And I had been in Chicago, connected with this business of the Commission, a considerable number of times since I have been employed by the Commission.

Q. Pardon me, but will you please confine yourself to answering my questions. My question was how many days did you put in specifically in examining terminal properties in the various cities? A. I put in a day in Cincinnati specifically for that purpose.

Q. Are those all the towns you now recollect? A. Oh, no. I was just trying to recollect how much time I put in in Boston.

Q. Approximate it, if you cannot give it exactly. A. Well, I have been in Boston two or three times, putting in parts of days only. Then I put in parts of days in connection with my other trips, around at various places.

Q. What other places? A. Buffalo and Toronto. I was in Toronto several days. Then, as I stated last time, I spent a good deal of time looking over European terminals.

Q. How much time did you put in in Berlin and Paris? A. Well, I put in four or five days at each of those points on the terminals, with the aid of the government officers and railroad officials. I put in quite a lot of time, both night and day, upon the London terminals. I put in a day on the Yorke terminals. And I put in a day on the New-

castle terminals. That, as you know, is one of the largest coal handling terminals, and I went there especially on that account, although a tremendous miscellaneous business is also done there. I put in some time—I put in a day at the Cologne terminals. And a part of a day at the Frankfort terminals. Then various short times at a good many other places, but not as much time as those I have mentioned, as they are rather typical of the best terminals.

Q. That about covers the field of your examination, does it? A. Well, you might say that covers it where I made specific trips for that purpose. I have examined a great many other terminals in the course of my study of terminal conditions. I have been always interested in that subject.

Q. But since you have been connected with the Commission that covers generally the field, does it not? A. That covers pretty generally the field, I think.

Q. In your direct examination, in answer to a question as to what you comprehended in the use of the word "terminals" or "St. Louis terminals," you said as follows: "All the tracks, yards, warehouse facilities by means of which railroad companies interchange or transact business, in the way of collecting or distributing freight, and in connection with which they make up and distribute their trains, both freight and passenger, and all facilities in which passengers are received and discharged within what might be called the commercial district of a city." I want to ask you if your definition thus given, above quoted, would not include all tracks, warehouses and yards and railroad facilities used for general railroad purposes by each individual railroad company? A. Yes, indeed; that is, used for similar purposes.

The previous question is here read to the witness. A. General railroad purposes. If you add in there, "in the terminal district;" used for general railroad purposes in the

terminal district, I would answer yes. That question would be pretty sweeping as it stands, I think.

Q. That is your answer, is it? A. If you add that in, yes.

Q. I am not adding anything to it, but I am asking you that question. You are an expert, qualified as such, and I ask you that question. Let the question be read to you so there may be no misunderstanding about it.

NOTE.—The question is here reread to the witness.

A. If it is agreeable to you to strike out my entire answer, I will simply answer no.

Q. I do not care to have a witness strike out an answer, but he can change the answer. A. I am perfectly willing to allow what I said to stand if you wish. But unless you could modify it, that those facilities are in the terminal district, I would have to answer no, because that would have to include all railroad property all over the country, no matter where and what it is.

Q. I will ask you if you are not familiar with the general physical condition of the terminal property in the city of St. Louis and East St. Louis, and the Merchants Bridge Terminal Railroad Company, the Wiggins Ferry Company, the Terminal Railroad Association of St. Louis and the different lines controlled by each of those respective corporations, and if you have not been so familiar with them for many years? A. Yes, sir, in a general way.

Q. I will ask you what you mean to say by "in a general way?" A. You asked me if I were not familiar with the physical condition of the property. I do not make periodical examination of it in detail, as I would in a property under my own charge. I go over the properties from time to time in a general way, not to investigate the condition of each individual part. That is, I know the general character of its physical condition.

Q. Have you made any specific investigation since you

have been adviser to the Mayor's Terminal Commission, as to the exact physical condition of these properties and their relation to the surounding properties? A. On a great many of them.

Q. Then aren't you now familiar with their condition, specifically? A. Well, but you asked me in regard to the physical conditions. May I ask if you mean by that the condition of tracks, rails and ties, and the condition of the buildings and so forth, and the motive power, and that sort of thing—the present physical condition?

Q. I am asking you the question. You can construe that question to suit yourself. You are a railroad expert and adviser to the Commission.

Mr. Watts: It may have a general or technical meaning.

A. I am simply trying to get at what you mean by "physical condition." A railroad man would mean by "physical condition of the property," whether the track and buildings and appliances, and the motive power, etc., were all kept up in first-class condition. And whether the proper repairs and renewals had been made from time to time. Or, whether, on the other hand, there had been a good deal of slackness in the management and certain parts of the property had been allowed to run down, etc. I answer, in a general way, that I am familiar with that, but I cannot tell you whether possibly on some pieces of this property joints had been allowed to be battered down, or whether some buildings had been allowed to fall into bad repair.

Q. Is that your answer? A. Yes, sir.

Q. Is that all the answer you want to make to that question? A. Well, I should say so, yes. I don't see how I can answer it further until I am clear just what you mean by your question.

Q. You began when you were appointed adviser to the Mayor's Commission to make inspection of these properties

in the city of St. Louis? A. Yes, indeed; I made a good many inspections of them.

Q. You went all over the property, didn't you? A. Yes, sir.

Q. You went over and around all the warehouses of these three companies? A. Yes, sir.

Q. You went over their tracks? A. Yes, sir.

Q. Over all the surrounding property? A. Yes, sir; all over each.

Q. You are familiar, then, with the physical condition, as well as the location of all these properties? A. I would modify that by saying I am, in a general way; yes, sir.

Q. Did you inspect these properties with reference to the condition they were in for the purpose of operation, so far as being in good repair or otherwise? A. Well, incidentally, yes.

Q. But more particularly with reference to the facilities they afforded for the transaction of business, your inspection was? A. Yes, sir.

Q. You inspected likewise, for a similar purpose, the properties of these companies in East St. Louis? A. Yes, sir.

At this point counsel for defendant being summoned as a witness in a case in the Circuit Court of the city of St. Louis, by consent of counsel, adjournment was made until tomorrow, Wednesday, May 6th, 1908, at 10:30 a. m.

Special Commissioner.

St. Louis, Mo., May 6, 1908.

Met, pursuant to adjournment as above, on Wednesday, May 6th, 1908, at 10:30 o'clock in the forenoon.

By agreement meeting was continued until 2:30 o'clock this afternoon.

Special Commissioner.

St. Louis, Mo., May 6th, 1908.

Met, pursuant to adjournment as above, on Wednesday, May 6th, at 2:30 o'clock p. m.

Present: Honorable H. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Government.

Mr. M. W. Watts appeared in behalf of the Defendant.

The following proceedings were had:

CROSS-EXAMINATION BY MR. E. C. CROW.

ALBERT T. PERKINS continued.

Q. Mr. Perkins, I will ask you if you are familiar with the conditions of these properties I have mentioned, the Wiggins Ferry Company, the Merchants Bridge Terminal Railroad Company and the Terminal Railroad Association of St. Louis, in 1890, 1891, 1892 and 1893, with reference to the amount and extent of their trackage and their location with reference to the business industries of the city and their adaptation to the uses and purposes for which they were designed? A. I have been familiar with them from 1890 on.

Q. Mr. Perkins, will you please turn to the report of July 6, made by yourself and Mr. Moore to the Terminal Commission, and refer to pages 5 and 6 of that report? A. I have it.

Q. That is the report, isn't it, that was made by yourself and Mr. Moore as expert advisers to the Municipal Terminal Commission? A. Yes, sir.

Q. I will ask you if on pages 5 and 6 of that report dated July 6th, 1906, made by Mr. Moore and yourself, you did not state that "in the three sections on the west side of the river we believe it to be to the best interests of the city that, subject to the maintenance of streets necessary for

public use, and subject to any desirable reservation for park and other public purposes, every facility should be given for acquiring and utilizing property for railroad purposes; and for reasons which we shall explain further on, it seems to us desirable that the property should be acquired and franchises granted in such shape that the property can be used for all railroads desiring to do business in those localities, rather than that it should be tied up to the uses of single railroad companies." I will ask you now, in connection with that statement, if you have not heretofore stated that no property should be acquired in the Mill Creek Valley for additional terminal facilities. Bearing in mind that statement I have read you? A. No, sir; I said I thought the property now there was not more than ample for the development of terminals now in the Mill Creek Valley—development and extension.

Q. That is what you meant to say? A. Yes, sir.

Q. It is unnecessary for me to follow up with a question I was going to ask you, because the quotation I have read indicated that you and Mr. Moore reported that additional terminal facilities should be acquired along the line of the terminal property and river front. A. That is true.

Q. Turning again to the same report, on page 6, I will ask you if that report does not say in substance: "The acquiring of terminal facilities on the part of the different roads should be facilitated and encouraged?" A. I did. I believe that thoroughly.

Q. I will ask you if you did not also in that same report and in that same connection say: "The corporation which operates the terminal agency of a city should not be one for profit or gain, but should be organized and clearly recognized solely as an agency of the combined railroads?" A. I did, yes, sir.

Q. And you still are of that opinion? A. Yes, sir.

Q. I will ask if you meant, when you used the term

"as an agency of the combined railroads" that the terminal company should simply act as transfer agent between the different lines at a common point? A. No, sir; that would not be all. That would cover only a part of the service to be rendered by such an association.

Q. Turn to page 7 of your report there. I want to ask you if in that report, on that page, you did not say that your problem was divided into two parts:

First: That of providing facilities in St. Louis for the prompt and economical receipt and delivery of freight.

Second: That of providing for exchange of freight between two sides of the Mississippi river. That is the problem of bridges and ferries? A. Yes, sir; I did.

Q. And you still say that is the problem and the difficult one which confronts the city, or did confront it? A. Yes, sir.

Q. I will get you to state if you did not say on page 7 of that report, that for your purposes the land required for railroad track facilities might be roughly divided into two classes in this city:

First, that required for, A,freight houses; B, team tracks; C, sidings to industries.

Second, that required for A, classification and storage yards; B, round houses and shops? A. I did.

Q. That is correct, in your opinion, as an expert? A. Yes, sir. I was going to state that as far as the general terminal problem is concerned, we were undertaking in this report to discuss freight facilities only at this time, because passenger facilities would be under a different heading.

Q. That would come up later? A. Yes.

Q. I will ask you if the freight houses provided by the Terminal Railroad Association, when you assumed your duties as expert adviser to the Commission, were adequate

for handling the freight? A. I did not regard them as adequate, no, sir.

Q. Do you know how many freight houses the Terminal Railroad Association had at that time, and where they were located? A. Yes, sir.

Q. Will you please name them and locate them? A. The freight houses were at Twelfth and Poplar streets and at Eleventh and Clark avenue.

Q. Is that all? A. I should put them both at Eleventh and Poplar streets, between Spruce and Poplar streets. One ending on Twelfth street and one ending on Eleventh street and running eastward from those two streets. Those two freight houses were the main freight houses in St. Louis operated——

Q. Just a moment, please. Those two freight houses you mentioned are located in the Mill Creek Valley, aren't they? A. Yes, sir.

Q. Go ahead, now? A. In addition to that, the Terminal Railroad Association served the Cupples Station, which was also treated as a railroad station by the constituent lines of the Terminal Railroad Association. They were all in one group.

Q. But the Cupples Station was not owned by the Terminal Railroad Association or by any other railroad company? A. No, sir; not the Cupples Station itself.

Q. And it was not a public station for the general handling of freight, but only for the handling of freight of the tenants of the Cupples Station? A. At times outside freight has been handled there, but not in any general way; but right across the street at the other station.

Q. It was not a public station as you term public warehouses of a public railroad, a public service corporation? A. I think there would be a little doubt as to whether that should be classified as a public station or not. I think it probably would, because when requested to do so, outside

merchandise has been handled there in the past, but merchandise from firms outside of the Cupples block usually is taken to the other station right across the street from the Cupples Station.

Q. Mr. Perkins, you have been a railroad man many years? A. Yes, sir.

Q. You know that with any and all public service corporations, if a man brings freight to them they are bound to receive it? A. Yes, sir.

Q. But at the Cupples station they are not bound to receive it, the people who own the station? A. I think they would be.

Q. Under what law? A. Under their general understanding with the railroad companies.

Q. Under what law would they be compelled to receive it? There is no law that would compel them to receive it, is there? A. I am not so sure about that. The railroad companies have always recognized the Cupples station as a railroad station, and received their freight there. And they have provided check clerks to receive and check it there, just as at any other station; and they have in fact paid for the handling of it there. That being the case, I should feel rather far from saying that they might not be compelled to receive freight from anybody at that point.

Q. Don't you know, as a practical railroad man, that that is not a public railroad station within the meaning of the term as used here in St. Louis? That is, that it does not belong to any railroad company? A. I think that is true, but there have been many questions up in the past as to just what its relations to railroads should be. And I imagine that it is an unsettled question. But the understanding with the railroads, when they went in there was, that if they wanted other freight handled in there it would be handled there.

Q. The Cupples station is owned by a private corpora-

tion, isn't it? A. I understand it is owned by the Washington University.

Q. That is a private corporation, isn't it? A. Yes, sir.

Q. That corporation owns no public utilities, such as a railroad company would require for the handling of its business? A. No, sir.

Q. Where were the other freight houses located? A. That is all.

Q. That is all they had? A. That is all the Terminal Railroad Association had. That is, at the time this report was written.

Q. Do you know what was the size of those freight houses. You investigated that, of course? A. Oh, yes; I investigated their size and capacity.

Q. You have those figures somewhere? A. I have those figures in my possession, and the amount of tonnage they handled, and so forth.

Q. Approximate it now, and I will ask you to get those figures and put them into the record here, if Mr. Watts has no objection?

Mr. Watts: I have no objection.

Mr. Crow: You may have it in that report? A. I can give it to you approximately, if it is not in this report (witness examines report). Well, I will say that one of them was six hundred and fifty (650) feet long by one hundred and thirty (130) feet wide.

Q. Approximately? A. Yes, sir; approximately. And the other perhaps six hundred and fifty (650) feet by forty (40) feet, or something of that kind.

Q. Something about like that? A. I will correct those figures later.

Q. You may put them in accurately thereafter. That will do for my purposes now? A. That area I include there includes everything under cover. Where tracks are under cover it includes them.

Q. It includes only such team tracks as are under cover? A. No team tracks at all. That width I have given includes tracks inside of houses for loading or unloading merchandise from the platform.

Q. These buildings are each one story, are they? A. Yes, sir.

Q. No more? A. No, sir; except for the office part.

Q. For freight purposes they are one-story warehouses? A. Yes, sir; one-story worehauses.

Q. Just approximately, what amount of ground in acres do those two warehouses cover—about two hundred and nine (209) square feet, I believe? A. Forty-three thousand, five hundred and sixty (43,560) feet. The two would cover probably three acres.

Q. Approximately about three acres? A. Yes, sir; I can give you that exactly later; I have the figures in my office.

Q. For our purposes now, it is approximately three acres? A. Yes, sir.

Q. Do you know how many miles of team tracks the Terminal Railroad Association had at the time you became adviser of this commission? A. I have given that exactly in this report, if that will be satisfactory to you.

Q. If you say it is accurate and will swear to it, that is the most accurate way to get it.

Mr. Watts: Have you offered this report in evidence, General Crow?

Mr. Crow: No, sir; I have not.

A. I took out the Terminal Railroad Association properties on this side of the river——

Q. I am talking about the Terminal Railroad Association of St. Louis and not the Merchants Bridge Terminal Railroad Company or the Wiggins Ferry Company or the St. Louis Transfer Company, but just the Terminal Railroad Association of St. Louis. You have figured it accurately in

car lengths? A. Yes, sir; as near as could be done. Cars vary.

Q. Use car lengths; for storage tracks it makes no difference whether miles, car lengths or what. I will change the form of the question to save time. A. That was five hundred and fourteen (514) car lengths of the Terminal Railroad Association Company's tracks.

Q. How many car lengths of team tracks has the Terminal Railroad Association proper in the city of St. Louis? A. Five hundred and fourteen (514) car lengths, and approximately four miles, reducing it to miles.

Q. Which requires the greater amount of room, freight houses, team tracks, sidings to industries or classification train and storage yards, round houses and shops—those two groups into which you divide it? A. Classification and storage yards take the greatest amount of room.

Q. In what you call the Mill Creek Valley, you include all that area from practically the levee up the Mill Creek Valley to Grand avenue and following the course of the Missouri Pacific and the Frisco roads to Tower Grove Station, don't you, and thence westward to the city limits, or practically to the city limits. The Missouri Pacific turns off a little bit, I believe, before you get there. Is that correct? A. I think that would be substantially correct.

Q. In territory east and west that would cover an area of how many miles, approximately? A. That would cover —well, I should hardly say you could consider the Mill Creek Valley going beyond Tower Grove avenue, which would make the entire length of room something less than five miles. A little less than five miles, perhaps.

Q. Does not the Mill Creek Valley run out into the Des Peres river? A. Yes, sir.

Q. Doesn't the Des Peres river strike it about a mile west of Tower Grove station? A. I was considering only that distance available for terminal purposes.

Q. I am speaking of it topographically. Topographically it runs from the Mississippi river to the River des Peres practically? A. Yes, sir. That is, a little west of Kingshighway where that crosses. Then it is perhaps a mile or three-quarters of a mile from there to the city limits.

Q. You say from a point some distance beyond Kingshighway, where the River des Peres comes into contact with the Mill Creek Valley? A. I think it would be fair to say that.

Q. It is true that the Missouri Pacific Railroad runs up that valley to the point you have described, where the junction is made? A. Yes, sir.

Q. How far is that point from where it strikes the River des Peres to the Mississippi river? A. That is about five miles.

Q. It is five miles almost to Tower Grove, isn't it; it is three miles into Union Station from Tower Grove Station, isn't it? A. I should say it is, in a direct line, probably a little over five miles.

Q. Following the valley I mean. Take the Missouri Pacific Railroad tracks? A. That may be six miles.

Q. Between five and six miles? A. I should say so. I said a little over five miles in a straight line, and probably it may run a little over, I don't know.

Q. I will ask you if you know whether or not the Merchants Bridge Terminal Company west of Seventh street has now, or had when you entered the employ of the Commission, any team tracks located in the Mill Creek Valley? A. Yes, sir.

Q. Where are they? A. That located on Gratiot street.

Q. How far is that from Seventh street? A. It is only about a block, on Eighth and Gratiot.

Q. Have they any in the territory I have described west of Gratiot street? A. A little group of tracks have recently been extended up to Twelfth street. Within the last few

years they have been increased quite a little. Their capacity has been increased and some additional trackage put in there last year, for instance.

Q. By the Merchants Bridge Terminal Company? A. Put in by the Terminal Railroad Association of St. Louis, but in connection with the old Merchants Bridge Terminal Railroad Company's property. It was an extension of the original Merchants Bridge Terminal Railroad Company's property at Eighth and Gratiot street.

Q. Do you know in car lengths what they have room for on those team tracks? A. At the time of this report there were two hundred and five (205) car lengths there. Those have been gradually built up within the last six or eight years.

Q. West of Gratiot street has the Wiggins Ferry Company any team tracks in the Mill Creek Valley? A. No, sir.

Q. Then no one of the Terminal properties of the Terminal Railroad Association of St. Louis have any team tracks in the Mill Creek Valley other than what you have described? A. No, sir.

Q. And that comprises the holdings of the Merchants Bridge Terminal Railroad Company and the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. You are familiar and have been, of course, with the use that the Terminal property in the Mill Creek Valley has been put to? A. Yes, sir.

Q. Has any of it been used for yard or storage purposes for either passenger or freight cars? A. Yes, sir.

Q. How much of it and for how long a period of time? A. Well, part of it has been used for the storage of passenger cars ever since the Terminal Railroad Association was organized. At the present time there are portions just east of Eighteenth street and south of Clark avenue, also some portions west of Twenty-first street that are used for the

storage of passenger cars. Those are tracks that adjacent to the Union Passenger Station.

Q. The tracks you refer to have been used for the storage of passenger cars ever since the Union Station has been operated, haven't they, or at least a portion of them? A. Substantially so. They change more or less their arrangements to make improvements and economize room and so forth from time to time.

Q. I will get you to state, if you have any idea of the number of pasenger cars that are handled by the railroads here and necessary to be stored daily. What I am getting at is, I am going to ask you the question how much room they need for the storage of passenger cars in and about the Union Station? A. Well, I should say at the present time from eight hundred to twelve hundred passenger cars. I can give you that exactly, but I have not the figures here.

Q. Just approximately? A. Eight hundred to twelve hundred passenger cars, I should say.

Q. Is it less or greater in number now than in 1904 or 1905. 1904 would not be fair, as that was the World's Fair year. Say for 1905? A. It does not run much short of World's Fair year. It has run up to about that again.

Q. I will ask you if the majority of those eight hundred to twelve hundred passenger cars are stored in these yards in the Mill Creek Valley by the railroad companies that use them? A. Yes, sir. They are going back and forth all the time, but a number are there a part of the day, for instance.

Q. There has to be room for them there when they come in? A. Yes, sir.

Q. Are those tracks used there in the Mill Creek Valley, adjacent to the Union Passenger Station, the tracks of the Terminal Railroad Association of St. Louis? A. Yes, sir.

Q. How much territory in point of blocks or acres would those eight hundred to twelve hundred cars occupy on an

average? A. I should say they would take up perhaps thirty-five (35) acres of land.

Q. Thirty-five acres of land? A. I should say fully that.

Q. How many miles of railroad tracks, team tracks room are located on that amount of ground? A. How many team tracks for freight car purposes?

Q. Yes.

Mr. Watts: You are speaking of passenger trains.

Mr. Crow: Team tracks I am speaking of now? A. Seven to eight hundred cars.

Q. How many cars now for team track purposes are there in the Mill Creek Valley available and that can be used? A. By the Terminal Railroad Association itself there were five hundred and fourteen.

Q. And by the Merchants Terminal Railroad Company about two hundred? A. At Eighth and Gratiot two hundred and five. They have been increased since this time.

Q. I am talking about the period of that report? A. At the time this report was made?

Q. That would make about seven hundred car lengths? A. Seven hundred and twenty.

Q. About seven hundred and twenty cars that the Terminal Railroad Association and the Merchants Bridge Terminal Railroad together would have team tracks for in Mill Creek Valley, aside from the passenger station? A. Yes, sir.

Q. And if the passenger coaches were removed from there and the ground used for the storage of passenger cars in and about the Union Station was used for team tracks, it would just about double the capacity for team track purposes of the Terminal Railroad Association in the Mill Creek Valley, wouldn't it? A. Yes, sir.

Q. Turn to page 7 of your report that you made to the Terminal Commission, and I will ask you if you did not

say in the report that the classification train and storage yards, round houses and shops might very properly be located several miles from the warehouses and tracks on which the public does its business with the railroad companies? A. Yes, sir.

Q. Is that true with reference to the cars stored down there, that they could be stored in North St. Louis or South St. Louis—those passenger cars? A. No, sir.

Q. Why? A. As I stated here, this section was intended to refer to freight cars.

Q. It is for freight cars only? A. Yes, sir.

Q. Why could not the same thing be applied to the passenger cars? A. Simply because they would take too long to get them to and from the station. Passenger trains have to be adjusted very often at very short notice, as they are set into the station. While it is not an impossibility, it would be a great inconvenience to have passenger cars any considerable distance from the passenger station.

Q. But it is very frequently done? A. Yes, sir.

Q. Very often done? It is practicable and it can be done? A. It is a possibility.

Q. You have stated too that Terminal Railroad Association was very much crowded for room for team tracks in the Mill Creek Valley, you stated that in your direct examination, I believe? A. Yes, sir.

Q. And you said in your report to the Commission that additional team track room and additional warehouse room are the two pressing necessities to assist in solving the transportation difficulties of the city of St. Louis? A. Yes, sir.

Q. Doesn't it strike you, a practical railroad man, that if ground is scarce with the Terminal Railroad Association it would be more practical for it to discommode itself a little bit in the handling of passenger cars by hauling them a little bit farther to and from their station, than to discom-

mode seven hundred and fifty people in the transaction of their business? A. That has already been arranged for.

Q. I am asking you the question? A. I say that has already been arranged for.

Q. I ask you if it is not practicable? A. If the passenger traffic can be cared for in some other place, to reasonable advantage, that is all right. But I regard the convenience and performance of the passenger traffic of as much importance to the people as the performance of the freight traffic. I think that is what you mean?

Q. Let the question be read. I want an answer, yes or no.

The question is here read to the witness.

A. I think I would have to answer that question, no, as it stands; because I think passenger traffic should have the preference. That is almost necessarily so in the business.

Q. As a matter of dollars and cents the loss might be very great to the citizens of the city of St. Louis? A. Well, it might help you if in answer to that question I answer by saying that arrangements have been made for handling that business.

Q. We are not supposed to know. That has not been disclosed to the Commission.

Mr. Watts: You are at liberty to tell.

Mr. Crow: He can tell in answer to any question you ask him.

Mr. Watts: He can answer it in his own way.

Mr. Crow: But not by injecting any improper matter in here.

A. I should say that the matter of providing freight facilities should not be allowed to interfere with such handling of the passenger equipment as is necessary to the prompt setting and rapid handling of passenger trains in and out of the passenger station. If it came to a question between moving passenger facilities or having to provide for

freight facilities somewhere else, the freight facilities should be provided somewhere else.

Q. You say on page 7 of your report to the Commission that in spite of the development of the business of the city of St. Louis, the total team track room of the Terminal Railroad Association of the city of St. Louis is practically the same as it was ten years ago; that is a correct statement, is it? A. Yes, sir.

Q. The business has grown at least two hundred and fifty (250) per cent, hasn't it, the freight business, in tonnage? A. In ten years very nearly that.

Q. Approximately that? A. I think I said it has doubled in seven years. I think I said that in this report. That is my recollection.

Q. I will ask you if aside from the Wabash, if you consider it an east side line, and the Rock Island-Frisco, if any of the east side lines have any terminal facilities of their own in the city of St. Louis in the way of team tracks and storage warehouses? A. Apart from the Wabash and the Chicago and Eastern Illinois?

Q. Yes? A. Yes. The L. & N. The Pennsylvania also own some, but do not operate them.

Q. They do not operate them? A. No, sir.

Q. Isn't it true that within the last ten years the Frisco and the Missouri Pacific, Rock Island and the Wabash have each in the business portion of the city of St. Louis acquired property, quite extensive holdings, for team track room and the building of sidings? A. Yes, sir.

Q. As I gather it from your report, you have there (indicating) the gist of the troubles from the standpoint of handling freight traffic in and out of St. Louis, has been a lack of warehouse room and team track room for the public use? A. Yes, sir.

Q. And I believe if you will turn to page 11 of your report there, you will find that you said the following, or that

in substance: "On account of this lack and of sufficient and satisfactory team tracks on the west side of the river, furnished by the Terminal Railroad Association, in many cases the additional cost of teaming from East St. Louis is paid by the shipper, in order to get freight promptly and avoid delay to teams."

Is that statement correct, based on your investigation? A. Yes.

Q. I will ask you if it is not a fact that the western lines, the Frisco, Wabash, Missouri Pacific, coming into St. Louis from the west, have extensive and good team tracks in the city of St. Louis? A. The Wabash and the Chicago, Burlington and Quincy have. The Missouri Pacific has not at St. Louis.

Q. What about the Frisco? A. Well, I should say their team tracks are rather limited for their business.

Q. Limited in what section, near the Union Station? A. In all sections of the city.

Q. What about their team tracks in and around Tower Grove Station? A. Well, for the business out there, I presume they have sufficient team tracks.

Q. They have a considerable amount of ground on which team tracks could be located, haven't they? A. In that region, yes.

Q. Between that and Union Station, and west of Tower Grove Station? A. Yes. Some four miles out there.

Q. I will ask you if any of the land in the Mill Creek Valley that is occupied by the tracks of the Terminal Railroad Association is used for the storage, or has been used for the storage of freight cars? A. Only for holding a few cars for loading as wanted, or a few cars for placing. They have certain tracks where they place a certain number of cars for unloading, so that when a team track is empty other cars can at once be placed upon it and exchange take place between loads and empties.

Q. That is the only use they put those to? A. Yes, sir.

Q. In 1905 how far west did the tracks of the Terminal Railroad Association extend up Mill Creek Valley? A. In 1905?

Q. Yes? A. As far as Compton avenue.

Q. That is how far, approximately, from the Union Station, how many blocks. Union Station ends at Twentieth street. A. I think it is about fourteen blocks, or something like that.

Q. You said awhile ago that it was a fact that the Wabash, Missouri Pacific and the Frisco had acquired extensive properties for team tracks and railroad warehouse purposes in the city of St. Louis, on the west side of the river in the last ten years.

I will ask you if that is true, if the Terminal Railroad Association could not also have acquired extensive properties for additional terminal facilities, such as team tracks and additional warehouses, if they had been disposed to spend the money therefor, or, rather, did spend the money therefor? A. It has acquired a large amount of property in the Mill Creek Valley for that purpose.

Q. When? A. Last year.

Q. Had it acquired any to any great extent, prior to the filing of this suit in 1905? A. I do not think the Terminal Railroad Association proper had. But considerable property in North St. Louis has been acquired for the Merchants Bridge Terminal Railroad Company.

Q. For team track purposes? A. For whatever it might be used for.

Q. But my question was directed at the two things you say are necessary to solve the problem, team tracks and warehouses. Let us stick to that. Was it acquired for team track and warehouse purposes or either? A. I think not.

Q. You think not? A. No, sir.

Q. Well, now, I will broaden my question.

In the ten years prior to the filing of this suit has the Merchants Bridge Terminal Railroad Company, the Wiggins Ferry Company, the St. Louis Transfer Company, or the Terminal Railroad Association of St. Louis, or their allied or subsidiary corporations which they control, acquired in the business portion of the city of St. Louis, any extensive property adapted to be used, or designed to be used, and which are now being used for team track purposes, or for storage warehouse purposes, to be used in connection with the freight transportation business—if so, where? A. I don't know of any extensive pieces. There have been some small pieces.

Q. Do you know where they are located? A. I am unable to say what time the various pieces of property along Hall street, south of Bremen avenue, where team tracks are now located, were acquired.

Q. Those are in what is called North St. Louis? A. Those are in the north part of the city—yes, in the North St. Louis district.

Q. Away from the central business district? A. The Wiggins Ferry——

Q. Before you get away from that subject: How much did they buy up there, do you know, just in extent, and how much track room did that make? A. I have given in this report (witness indicates) the amount of track room they put up there—that is team tracks. Well, they have approximately four hundred (400) car lengths of team track room up there.

Q. Have they the tracks or just the room for the tracks? A. Actual car lengths of tracks they have built. I do not know the terms under which they acquired the property right south of Tyler street, formerly belonging to the Pennsylvania Railroad Company. I presume that is under leases,

but I do not recollect what that arrangement was. That has been made within that time, I think.

Q. That is part of what you figure as the four hundred (400) car lengths? A. Yes, a little over four hundred car lengths, and a little has been added since.

Q. How much of that four hundred car lengths was in the original Pennsylvania property? A. This includes thirty-four (34) car lengths there, and I think some has been added since this report was made.

Q. You mean thirty-four (34) car lengths of the Pennsylvania? A. Thirty-four car lengths of team tracks on that property. There is quite a little additional property.

Q. When was that acquired, within the last ten years? A. I think so.

Q. Ten years prior to 1905? A. Yes, some little time before that I should say.

Q. Some time before that?

Mr. Watts: Before what?

A. He asked if before 1905.

Mr. Crow: I said, within ten years before 1905? A. Yes. But not within ten years from the present time. Within ten years of 1905, is what I am trying to say. I think it was.

Q. The Pennsylvania property was acquired, wasn't it, by lease in 1897, after the contract of the Pennsylvania road with the Merchants Bridge Terminal Railroad Company ran out and the Terminal Railroad Association of St. Louis raised the rate on the Pennsylvania and forced the Pennsylvania to go to the east side and abandon its west side station? A. I could not agree with the premises of that question.

Q. You have knowledge of that question, have you? A. I think it was subsequent to that time, yes.

Mr. Watts: What was subsequent to that time, Mr Perkins? A. The acquirement by lease, or otherwise, of the

property on Tyler street, where the Terminal Railroad Association of St. Louis as present has some team track facilities in North St. Louis.

Mr. Watts: Do you mean that the premises are not true according to your understanding? A. My opinion is that they are not correct, yes, sir. A good many factors, I suppose, entered into the reasons for the Pennsylvania Company giving up their business there at the time.

Mr. Crow: We will reach that later on, when you can give us the benefit of your knowledge on that question.

Q. The team tracks you mention up there are near the west approach of the Merchants Bridge, aren't they? A. It is a considerable distance from the Tyler street tracks to the approach to the Merchants Bridge, but, in general, you might say, they are served and would naturally be served by the Merchants Bridge, yes, sir. They are in the North St. Louis group connected with the Merchants Bridge facilities.

Q. Aren't those tracks, according to your idea, and from your knowledge of terminal conditions here in St. Louis, too far removed from the central portion of the city to relieve the congested conditions arising from the heavy traffic in the central business portion of the city of St. Louis? A. Well, there is a pressing necessity for those tracks right where they are. That does not prevent a necessity existing for similar tracks in other localities farther south.

Q. I will put the question to you in another way.

Do those tracks, located where they are, and has their acquisition been sufficient, to relieve the inadequate facilities supplied by the Terminal Railroad Association, according to your own statement, in the central business portion of the city for the handling of the freight traffic of the city of St. Louis? A. No, sir; it has not.

Q. Then the acquisition of those tracks has not been sufficient to give the needed relief? A. No, sir.

Q. The Wabash and the Missouri Pacific and the Frisco team tracks and the ground for warehouse purposes, which I have referred to as having been acquired in the last ten years, are located where they are accessible and have relieved the freight traffic conditions considerably, haven't they? A. They have been absolutely inadequate to meet the demands of shippers.

Q. I would like to have the question read to you. You have not exactly answered it.

(Previous question is here read to the witness.)

A. I should say this: So far as they have gone, they have tended towards doing that.

Q. I would like to have the question read to you once more.

(The previous question is here read to the witness.)

A. Yes, sir.

Q. Will you please designate where these freight houses of the Wabash, the Missouri Pacific and the Frisco are located? A. The Wabash Company has a series of freight houses between Third street and Collins street, north of Franklin avenue.

Q. Are they a group of buildings? A. I should really say, rather, between Second and Third street. Collins street is simply an alley, you might say, between the two groups of Wabash freight houses. The Wabash Company has in that group of freight houses three distinct buildings.

Q. Have you any knowledge of the extent of these buildings in point of area? A. Yes, sir. The outbound freight house fronting on Third street is approximately eight hundred and fifty (850) feet long, I should say. I have the exact figures of these in my office. It is eight hundred and fifty (850) feet long and about thirty (30) feet wide.

The inbound freight house, on the west side of Collins

street, is of about the same length and about fifty (50) feet wide.

There are some six tracks between those two houses.

Q. Team tracks? A. No, house tracks.

Then on the south side of Collins street is a freight house completed this last fall, which is not quite as long, perhaps, eight hundred (800) feet long and approximately sixty (60) feet wide, I should say.

Q. The west approach of the Eads Bridge meets Washington avenue on the surface of the street, doesn't it? A. The wagon approach?

Q. Yes? A. Yes.

Q. That street, Washington avenue, is about the central business retail portion of the city, isn't it, in the neighborhood of it, if not exactly? A. Well, yes.

Q. How far from Washington avenue is located these three freight houses you mentioned of the Wabash Railroad Company? A. They are four blocks, I believe it is.

Q. And how far from the levee, or river front? A. Three blocks from the river front, leaving out those two so-called streets, Waddingham street and Collins street. They are hardly worthy the name of streets, but they are shown as such.

Q. A good many of the heaviest shippers in the city, in the wholesale line, have their places of business on, and receive and send out goods from Washington avenue, don't they? A. Yes, sir.

Q. And some of the heavy retail shippers also? A. Yes, sir.

Q. When I say "shippers" I mean, of course, inbound and outbound, both? A. Yes.

Q. Is that all that the Wabash Railroad Company has acquired and erected within the last ten years? A. Well, these past few months they have built some team track room on the site of their old freight house at the foot of

Franklin avenue, Franklin avenue and the levee. Not a good location, in my opinion, on account of the heavy grade up Franklin avenue, but evidently of a good deal of use just the same.

Q. It might be improved, in your opinion, by the erection of a two-story warehouse building, with elevator service down the track? A. I made a plan which I thought, in connection with all parties concerned in that neighborhood, would be more desirable.

Q. What was it, substantially? A. It was raising the elevation to the main street level.

Q. How much team track room has the Wabash Railroad Company at the point where these three stations have been erected for freight purposes at Collins street, say, or in that Collins street district? A. They have very little. They have a track on Second street, east of their east freight house, which can be used for team track purposes, and part of which I think is occasionally used. They have not encouraged that very much, however.

As I say, they have built within the last two months, I should say, roughly, sixty to seventy-five car lengths of room at the foot of Franklin avenue.

Q. At the place where these three warehouses of the Wabash Railroad Company we have been talking about are located, their proximity to the shippers renders it unnecesary, doesn't it, to have much team track room? A. No, sir; I should hardly say so. They serve a pretty large territory there and have a very pressing demand for team tracks now. They can not supply the demand to the shippers in that neighborhood.

Q. Is it true that the further removed from the business district the team tracks for the reception and delivery of freight is, the more team track room it needs? A. Yes, sir.

Q. And the nearer in to the business it serves the less team track it needs in proportion to the business done? A.

The more rapidly the cars are loaded or unloaded, under ordinary circumstances, I would say, and the more trips a team may make in a day, the more the congestion would be relieved.

Q. A team going only four blocks could make five times as many trips as a team going twenty blocks? A. No, sir; that would not be the case at all. A very large part of the time of the team is taken in the loading and unloading of the cars, and loading and unloading at the warehouse. You could not figure it out on a ratio of that kind.

Q. Do you know how much space, in point of blocks, these three warehouses with their grounds occupy? A. They occupy two double blocks.

Q. How far are these warehouses from the tracks of the Terminal Railroad Association, speaking now of the Terminal Railroad Association as comprising the Merchants Bridge Terminal Railroad Company, the Wiggins Ferry Company and the Terminal Railroad Association? A. Right close by. That is, the north end entrance to this group of warehouses is right side by side with the Terminal Railroad Association tracks.

Q. Has connection been made with the Terminal Railroad Association at that point or near there with the Wabash Railroad Company's tracks? A. Well, there is a connection within a reasonable distance north for that purpose.

Q. I mean topographically, and the physical location of the Terminal Railroad Association Company's tracks is such that anybody erecting stations there, proper track connection could be made with the Terminal Railroad Association Company's properties? A. The Terminal Railroad Association Company's properties serve the Missouri Pacific freight house immediately north.

Q. Please confine yourself to my question. A. They could serve anybody in that district that could get in there.

Q. They could serve warehouses built on the ground that the Wabash Railroad Company has in there? A. Yes, sir.

Q. Where is the Missouri Pacific Railway Company's warehouse located? A. The Missouri Pacific Railway Company's warehouse is located north of Biddle stret.

Q. How far is that from Washington avenue? A. That is about six blocks further north. They are located on Biddle and Second streets.

Q. Now, how much, in point of territory, does that warehouse occupy? A. That occupies, with the adjacent tracks, a double block.

Q. What is the size of it, do you know? A. Just approximately, it is eight hundred (800) feet long—between seven and eight hundred feet long—and I should say probably about forty-five (45) feet wide.

Q. Do you know when that was built, Mr. Perkins? A. Yes, sir; it was built in the years 1906-1907.

Q. The Frisco people have a warehouse near there, have they? A. In the double block west of the Missouri Pacific.

Q. That is located about six blocks from Washington avenue? A. Yes, sir.

Q. What is the size of their warehouse? A. Their's is a double warehouse, arranged in a similar way to the Wabash. They have an outbound house fronting on Third street that has a platform approximately eight hundred (800) feet long. That is only an approximate figure, however. It is twenty-four (24) feet wide. I can give you the width exactly, but not the length. Then they have an inbound house, on the other side of that block, on the east side of their block, that I presume is forty (40) to forty-five (45) feet wide, but not quite as long.

Q. Has the Missouri Pacific or Frisco any team tracks at these warehouses? A. A short stretch of team track, a few car lengths.

Q. Has either the Frisco or Missouri Pacific or Wabash

or any other railroad company coming in from the east or west, or from the north or south, to St. Louis, acquired any room for warehouse or team track purposes within the last ten years prior to the filing of this suit in 1905? A. I think a considerable part of the property for these had been acquired before that time—for these I have mentioned.

Q. That was not what I asked you, though. A. That is the way I understood the question. (Previous question read.) A. You mean any other than those you have mentioned. I understood you to mean those or any others.

Q. I mean other than the warehouses you have described? A. The Frisco is said to have acquired property for team track purposes. I can not think of the name of the street. It is south of Tyler street.

Q. I don't know it, either. A. Chambers street, I think it is. Then there are several little streets in there. It is said to have acquired some property in the neighborhood of Chambers street in North St. Louis. I think it is Chambers street, but I am not sure.

Q. How much? A. I don't know how much there is in there. There is a piece of property in there which I am told was acquired by the Frisco Railroad Company.

Q. Has any warehouse been built on it by the railroad company? A. There is a little warehouse on part of it that used to belong to the St. Louis & Eastern Railway Company, which went out of existence some years ago.

Q. None has been built by the Frisco Railroad Company on it? A. No, sir; not that I know of.

Q. Has any other railroad acquired any ground for team track or warehouse purposes? A. This is within ten years of 1905? That would take it back to 1895. I am afraid you are making me pose as a real estate expert.

Q. You have been investigating these subjects for the last two years, haven't you? A. I am trying to think what

has been built since 1905. I do not think of any others since 1905.

Q. Now, Mr. Perkins, you qualified yesterday, I believe, as a traffic expert, in that you said you had had a great deal of experience in handling freight traffic, did you not? A. Yes, sir; I have had quite a good deal of experience.

Q. You have been superintendent of six hundred miles of the Chicago, Burlington & Quincy Railroad, which ran into St. Louis, Kansas City and St. Joseph in this state? A. Well, I take it you mean by "traffic" what you might call the "commercial department."

Q. Yes; in a broad sense. A. I was at one time in the commercial department of the railroad.

Q. In your services that you have been rendering as expert adviser to the Municipal Terminals Commission, you have investigated not only the operating facilities and the physical terminal facilities of the present properties, with an eye to the future development, but also the traffic, the volume, and method of handling the same in and out of St. Louis? A. Yes.

Q. And of course in doing that you had occasion to examine into the extent of that tonnage? A. Yes.

Q. I will ask you if it is not a fact that of the total tonnage, inbound and outbound, of the city of St. Louis, speaking of the city in its broad sense now, sixty per cent of it, or about that approximately, moves backward and forward along the lines of travel of the eastern roads that enter St. Louis by way of the Terminal Railroad Association's tracks? A. The question is, does approximately sixty per cent of the traffic handled in and out of St. Louis pass over lines running east of the Mississippi river. Is that the question?

Q. Yes; and into St. Louis from the east. The same thing, yes. A. Yes; I think that is approximately correct.

Q. And that would leave the western lines, or those having termini on the western bank of the river, to handle only

forty per cent of the St. Louis tonnage? A. Well, I presume it would be approximately that. Those would not be quite the figures. It would take a little while to figure that out.

Q. Approximately it would be in the neighborhood of that? A. Yes.

Q. How many lines are there that have their termini on the east bank of the river—that is, what you would call St. Louis lines— lines that serve our city? Name them? A. It is a little difficult to draw the line on some of these new electric lines and so forth. I might name them right down the line

Chicago, Peoria & St. Louis.

C., B. & Q.

Chicago & Alton.

Baltimore & Ohio Southwestern.

Vandalia—or Pennsylvania lines.

Louisville & Nashville.

Big Four—the New York Central lines.

Illinois Central.

Mobile & Ohio.

The Southern.

The Cotton Belt.

Toledo, St. Louis & Western (it has been treated as a separate road, but is now doing its business with the C. & A.).

St. Louis & O'Fallon.

St. Louis, Troy & Eastern.

St. Louis & Belleville Electric (coal business).

St. Louis, Belleville & Southeastern.

Wabash.

Chicago & Eastern Illinois.

I believe I have mentioned all.

Q. Did you mention the Belt Route? A. I included that as the Cotton Belt. I said the Cotton Belt. It might be

perfectly proper, though, to put the Iron Mountain as a separate road. The Valley road belonged to the Iron Mountain and is used by the Cotton Belt and Iron Mountain both.

Q. There is one track along there and the Thebes bridge? A. It would be proper to say the Missouri Pacific also. The Iron Mountain road runs in there.

Q. That makes eighteen lines? A. There is one other electric line that does some coal business. There is an additional electric line that does a coal business, outside those I have mentioned. Then the McKinley lines undertake to do some freight business, but it does not amount to much yet.

Q. These other roads are all in operation? A. Yes, and these electric lines I have mentioned, which do a coal business.

Q. They haul freight? A. That is about all they haul, coal.

Q. That is freight? A. Yes.

Q. These roads you have mentioned, about twenty in number— A. About twenty, yes.

Q. All have their termini at East St. Louis or in the vicinity of East St. Louis, opposite St. Louis, Missouri? A. Yes.

Q. Of course you investigated those terminals, you said, on the east side; I will ask you how many of those roads have termini over there, in the way of team tracks and warehouses? A. Well, there are, roughly, about fifteen hundred car lengths of team tracks over there.

Q. What roads own those team tracks? A. Nearly all of them have more or less team tracks.

Q. You investigated the team tracks of each one, did you not? A. Yes, sir; I have in my files a memorandum of each one of them.

Q. That was not included in the report to the council

or to the Commission, whichever body you made the report to, of yourself and Mr. Moore—the individual terminal facilities on either side of the river, was it? A. No, sir.

Q. But, of course, you have knowledge of them, as you say? A. Yes.

Q. Now, just begin and tell me what roads own team tracks and warehouses there, and what the extent of them is? A. I don't know that I could say offhand exactly the number of car lengths each road has. They run all the way up from thirty to two hundred and fifty, on these different roads I have mentioned . But the approximate total of them all, as I have said, is about fifteen hundred car lengths. Some of those larger roads have as much as two hundred and fifty car lengths of team tracks there, such as the Big Four and the L. & N. Railroad.

Q. Let us begin with the Illinois Central: How much team track has it, and how many warehouses, and where are they located, and what space does it cover? A. The Illinois Central has two freight houses over there across the river.

Q. What are their sizes? A. One is about 900 by 40 feet and the other is 420 by 32 feet.

Q. And where are they located with reference to the east approach of the Eads bridge? A. They are south of the east approach to the Eads bridge.

Q. Approximately how far south? A. Oh, I suppose 1,500 feet or so—1,200 or 1,500 feet or so.

Q. How far back from the river front? A. The end of them is right on the levee. All these roads right along the river, with the exception of the Southern, have their freight houses right on the levee. The Southern's freight house is back on Seventh and Broadway.

Q. We will get to that a little later. How much team track has the Illinois Central at the point where its two

warehouses are located? A. I don't remember the exact figure.

Q. Just estimate it. You can verify it and correct it at any time you want, from your memorandum. A. I presume they have a couple of hundred car lengths.

Q. That is located where, with reference to these two warehouses? A. Right close by.

Q. The object and purpose of these two warehouses of the Illinois Central Road, which you have described, together with the team tracks belonging thereto, which you have described, is to serve principally traffic in and out of St. Louis A. A very large proportion of it, yes.

Q. That is what I said, "principally." A. Yes.

Q. Do these team tracks of the Illinois Central connect with the track of the Terminal Railroad Association of St. Louis? A. The Illinois Central does.

Q. Oh, no; that is not what I asked you: The team tracks you have described to me, do they connect directly with the tracks of the Terminal Railroad Association of St. Louis? A. No; they connect into an Illinois Central lead—into what is called a "lead track."

Q. I understand where they connect, but I want to make this record. A. No.

Q. Your answer to that question is no? A. That is correct.

Q. What is the next warehouse down the river, and to what road does it belong? A. The Mobile & Ohio road has a warehouse there.

Q. How large a warehouse has it? A. They have one 480 by 31 feet and the other is 200 by 30 feet.

Q. Have they any team tracks in connection with that warehouse? A. Yes.

Q. How much have they, in form and extent? A. They have about 120 car lengths.

Q. Do the team tracks that are used in connection with

the freight stations you have last described connect directly with the tracks of the Terminal Railroad Association in East St. Louis? A. No, sir.

Q. What is the next warehouse down the river? A. The Mobile & Ohio is the last one.

Q. Just locate another one and describe it. A. There is the Louisville & Nashville. They are all right along there, the L. & N., the Big Four and the Vandalia.

Q. Take the L. & N. first; where is it located, with reference to the east approach of the Eads bridge and the Mississippi river? A. That is located just a little south of the Eads bridge.

Q. And how large is it? A. It is of a similar size to those I have mentioned. It is 600 by 50 feet.

Q. And how much, if any, team track has the L. & N. in connection with its warehouse? A. I presume it has 200 car lengths.

Q. Do those tracks connect directly with the Terminal Railroad Association's tracks? A. No, sir.

Q. Where is another one located there. You said the Vandalia had one. A. The Big Four has one beyond that.

Q. South of it? A. The Big Four is just south of the Eads bridge.

Q. How far? A. Just a short distance.

Q. And how far from the river? A. They are all right on the levee; the ends of them are on the levee.

Q. And how large is the warehouse of the Vandalia? A. We were talking about the Big Four.

Q. Well, take the Big Four. A. One about 700 by 50 feet and three smaller ones from 100 to 367 feet long and varying from 30 to 40 feet in width. They have inbound and outbound houses.

Q. With a house track between the two? A. Yes.

Q. Any team tracks? A. Yes.

Q. About how many car lengths? A. 100 or more car lengths.

Q. What other road has a freight station in there? A. The Vandalia is the first station north of the Eads bridge.

Q. Have you described all the freight stations south of the Eads bridge? A. Yes, I think so, except the Southern; which, as I said, is back on Seventh street and Broadway.

Q. Then describe the Southern first; how large is it? A. There are two, an inbound and an outbound house over there, located some little distance apart. Oh, I suppose they are 300 to 500 feet long, each of them.

Q. Have they any team tracks in connection with those? A. Yes, they have some team tracks over there.

Q. How much? A. Oh, I presume about 125 car lengths or so.

Q. With each warehouse, or for the two? A. They are right around in a sort of group, all the facilities. They are exactly adjacent to the freight houses.

Q. But they can be used in connection with the handling of that business? A. Well, they are a group of facilities together, in charge of an agent who is right there.

Q. How far are they from the east approach to the Eads bridge? A. They are, I suppose, about six blocks.

Q. They are on Seventh and Broadway, aren't they? A. Yes.

Q. How far are they from the river—ten or twelve blocks? A. No, not quite.

Q. Eight or nine blocks, approximately? A. Yes.

Q. Those are all the freight stations that lie south of the east approach to the Eads bridge, as you recollect it? A. That is all in actual freight stations; there are one or two of these electric roads that have team tracks.

Q. Which ones? A. The St. Louis & Belleville electric road.

Q. Do you know the extent of their team track room?

A. I don't remember it. I have a memorandum of it, but I don't recall it.

Q. Could you approximate it? Is it a couple of hundred car lengths? A. Not as many as that, I think.

Q. You have a memorandum of it? A. Yes.

Q. Will you get it and put it into the record here for me, if you can find it? A. Yes.

Q. Going north of the Eads bridge, what stations are there? A. The Vandalia line has the first one.

Q. How large is that? A. They have two stations.

Q. Inbound and outbound? A. Yes, an inbound and an outbound station.

Q. With a house track between? A. There is a house track just next to them.

Q. What is the size of it? A. They are between 500 and 600 feet in length, approximately.

Q. And how wide? A. One of them is 42 feet wide and the other is probably 60 feet wide.

Q. Are there any team tracks in connection with those? A. They have team tracks right close by.

Q. What is their extent? How many car lengths? A. I presume nearly 150 car lengths.

Q. Do their tracks connect directly with the Terminal Railroad Association's tracks? A. These team tracks?

Q. Yes. A. No.

Q. The team tracks connect directly with the main line of the Vandalia road, do they? A. No, sir; they connect with what would be called a switching lead to a team track lead.

Q. What other station is there? A. The Baltimore & Ohio Southwestern station, which is a similar one.

Q. How big is that, and where is it located? A. That is very similar in size to the Vandalia station.

Q. It is adjacent to it? A. Just north of it.

Q. They have some team track room? A. They have, yes; 90 car lengths.

Q. Then what is the next station? A. The Chicago & Alton, I believe.

Q. Do they have a similar size station? A. No, their station is a little longer, but is narrower.

Q. Have they any team track room? A. A very small amount.

Q. How much, probably? A. I don't know. Probably 80 or 85 car lengths.

Q. What is the next station? A. I believe the next one is the C., B. & Q.

Q. How large is it? A. Not a very large station; it is a small one.

Q. How large is it? A. They have a station there I suppose 400 or 500 feet long, possibly; and about 40 feet wide.

Q. Is there a house track in it? A. Oh, yes, they have a house track for loading and unloading merchandise; and I think they have about 40 to 50 car lengths of team track.

Q. What other stations are there; freight stations? A. There is the Wabash station.

Q. How big is that? About the same size as the Burlington? A. No, sir; it is larger.

Q. How large is it? A. Well, I suppose 600 to 700 feet long.

Q. Is it a single station or a double one? A. It is a double station.

Q. Inbound and outbound? A. Yes, but most of the time for some time one part of it has been closed up. I don't know whether they are using that part of it now; that is the inbound station.

Q. How wide is that station? A. Oh, I suppose the inbound station would be 50 feet wide.

Q. Have they some team track room? A. Yes, they have a small amount of track room.

Q. How much, do you think? A. I suppose about 120 car lengths.

Q. What other stations are there there, beside those you have mentioned? A. The Toledo, St. Louis & Western, which I believe is at present closed. The business of the Clover Leaf is done over in the Chicago & Alton's station. It is a small station and a very small amount of team track room there.

Q. How much team track room? A. Oh, 30 to 40 car lengths, probably.

Q. What other stations are there? A. The Chicago, Peoria & St. Louis has a small station.

Q. How much team track room have they? A. About 70 car lengths.

Q. Is there any other road there that has a station? A. The St. Louis & O'Fallon and the St. Louis, Troy & Eastern have no stations.

Q. Those are the coal roads? A. Yes, coal purely.

Q. Have they stations? A. Not that I know of.

Q. Have they track room? A. Yes, they have track room.

Q. What extent of team track room have they? A. The St. Louis, Troy & Eastern has 145 car lengths and the other about 100 or so.

Q. Is there any other road there that has team track room or a station that you have not mentioned? A. I don't think of any just now.

Q. Generally speaking, all the steam railroads that enter St. Louis and East St. Louis, and do a general freight business southeast and north, have freight houses and team tracks, to a certain extent, owned and controlled by the separate roads? A. Yes, all but the coal carrying roads.

Q. I said the steam railroads that do a general freight business? A. Yes.

Q. In your report to the Commission of 1906, you refer to the number of car lengths there are in East St. Louis as compared with that in St. Louis, don't you? On page 12 you state: "The total team track, excluding the T. R. R A. and Wiggins Ferry, is about 1517 cars." That statement is correct? A. That is approximately correct. That is the one I gave you when you asked for it. I did not remember that I had it in this report.

Q. On the same page, in the same report, you say: "In St. Louis the total team track room of the Terminal Railroad Association of St. Louis, including that of the Merchants Terminal Railway Company, the Wiggins Ferry Company, and the St. Louis Transfer Railway, is about 1,600 cars, or only about 100 more car lengths for the terminals in the city of St. Louis than there is of the individual railroads in East St. Louis." Is that correct? A. Yes.

Q. That statement would indicate to you, as a railroad man, would it not, that the team track room in the city of St. Louis provided by the Terminal Railroad Association is wholly inadequate to the demands? A. Yes.

Q. If the 1,517 car lengths provided and owned by the individual roads in East St. Louis were owned and controlled in the city of St. Louis, and as accessibly located to the central business districts as they are to the central business district of East St. Louis, it would double the present capacity, at least, of the Terminal Railroad Association, would it not—so far as handling the volume of business is concerned? A. You mean if that additional number of car lengths of team track room were added to the Terminal Railroad Association's facilities?

Q. That is not what I asked you. I asked you if these individual roads owned the same number of car lengths for team tracks in the city of St. Louis, Missouri, that they now

own and control in East St. Louis, would not that enable the facilities of the city of St. Louis to be just about double what is now owned and controlled by the Terminal Railroad Association? A. No, sir; I should say not anywhere near.

Q. Why? A. If these individual roads owned in the city of St. Louis that number of car lengths of team track room, I should say on the whole there could not be much more than one fourth of the use made of them that is made use of by an equal number of car lengths of team track room owned by the Terminal Railroad Association, on account of the less friction and less interruption of the work of serving certain special districts. The complications of serving that number of team tracks separately owned and operated about the city of St. Louis would be almost impracticable—would make business almost impracticable.

Q. They are not impracticable as they are located in East St. Louis? A. Not entirely so, but of course they are located where business from them has to be teamed for long distances and that is an expensive way.

Q. Then your idea is, there is a large waste, so far as location is concerned, in the location in East St. Louis of the stations of these individual roads? A. Not so much a waste as far as they now go, because each road should have a freight house and tracks where it can assemble its traffic, but I say it would be a waste for those roads to undertake to duplicate those tracks in another part of the business district.

Q. I will put the question to you this way: If the car lengths of room for team tracks provided by the roads you have mentioned in East St. Louis were located in St. Louis, would it not greatly relieve what is considered the congested condition of traffic here by reason of lack of team track facilities? A. It would only if there were a tremendous amount of additional facilities provided for serving those tracks. Team tracks and freight houses by themselves

are only one factor in the giving of service. There has got to be plenty of leads and switching tracks and so forth, or mediums of circulation you might say, for the business after it is collected or before it is discharged at these team tracks and freight houses. And while it might relieve the situation, and undoubtedly it would relieve the situation in certain respects for certain roads, if such roads would have such facilities on this side of the river, it would be doing it, in my opinion, in a wasteful and ineffectual way.

Q. In other words, you mean to testify as an expert on terminal matters, that it is impracticable and would be wasteful for the east side lines to have individual termini in the city of St. Louis? A. For any large number of them, yes.

Q. That is your statement? A. Yes.

Q. Then please explain why you say in this same report "Individual roads should be encouraged to develop individual terminals?" A. You will notice that repeatedly in the report I am speaking of the St. Louis district as a whole, including St. Louis and East St. Louis, and I said in my direct testimony that I thought each road should have a certain amount of facilities of its own for collecting and distributing its business; but that when it comes to reaching out over different parts of the business districts, all the roads could not do that, and, therefore, some other agency that could do that jointly was the desirable thing.

Q. But team tracks do not reach out all over the business district? A. But they should if they do not.

Q. The team tracks of individual roads—you say that is practicable? A. Oh, no, I did not say that.

Q. You all the time go back to your theory of the terminal system in this city. Please confine yourself to the questions I ask. I am asking about team tracks of the individual roads. If your statement is correct, that the individual roads, either west lines or east lines, should not

be encouraged to develop individual termini in the city of St. Louis, I will ask you why it was that the officials of the Burlington Railroad, with whom you were then, and from whose employ you came into the employ of the city, undertook to develop individual terminals for their own road fifteen years ago, and get into the business part of the city? A. That is exactly what I have been arguing the roads should do. I simply say that in my opinion the Burlington should not undertake to go down the Mill Creek Valley, or in the neighborhood of the Mill Creek Valley, or down into South St. Louis with its tracks.

Q. You are not answering my question. Why did they attempt to get into the business portion of the city and attempt to develop individual terminals, if your statement is correct? A. As I have said, each road should have one set of terminals as a nucleus for handling its own business; and it should also try to get into all business districts some way or other. If it cannot get into one part of the city by one means, it should by another. But it should try to reach out into all parts of the business district, where business is, in order to get that business. Every railroad, to get its share of the business, on an equal rate basis, has to reach out where the business is and get hold of it on equal terms with other railroads. The Burlington Railroad undertook to establish its terminals in North St. Louis.

Q. Is that all? Didn't it buy right-of-way practically down to the Mill Creek Valley? A. It undertook at one time—it had a proposition at one time to build a passenger station at Nineteenth street and Washington avenue. It had an option on the Wrought Iron Range Company's property there. It had pieces of property down along Nineteenth street, various pieces of property, with the idea that it might come down there and build its passenger station at Nineteenth and Washington avenue. Later on it decided

to give that up, as a bad thing to do for itself, and, instead, to run its passenger trains into the union station.

It discussed for a long time what it would do about extending its freight facilities. It was not until 1903 or perhaps it was late in 1902, that the Chicago, Burlington and Quincy Railroad Company decided to go into the terminal Railroad Association of St. Louis, and make that its medium for getting into other portions of the city. Before that it had various plans. At one time it thought of acquiring the Wiggins Ferry Company itself.

Q. Now, frankly, Mr. Perkins, do you think you are answering my question? A. So far as I understand your question, yes.

Q. I asked you if they did not attempt to get into the Mill Creek Valley with their tracks. Now you are telling me what they planned to do about getting into the Union Station, and about getting into the Terminal Railroad Association.

Mr. Watts: That is the Mill Creek Valley.

A. You asked about a line down Nineteenth street.

Q. I beg your pardon, I said nothing about Nineteenth street. You inducted that into it. I know where the property is that they bought? A. I will say they bought a piece of property—it is perfectly true they bought a piece of property on the west side of Twentieth street, on the southwest corner of Twentieth and Market streets. It was thought at an early time they might try to get into the Mill Creek Valley that way, but it was given up as entirely impracticable, and not a good thing to do.

Q. Where is the Burlington freight house located at the present time? A. The Burlington freight house is located between Franklin avenue and Carr street, north and south, and between Waddingham and Main streets east and west.

Q. How far north of Washington avenue is that freight house? A. About four blocks north of Washington avenue.

Q. It is accessible to the central business district? A. Except it is somewhat down the hill; there is a hill to climb.

Q. But it is accessible in point of distance? A. Yes.

Q. How far is that from the North St. Louis yards of the Burlington road? A. About five miles. Yes, to about the middle of the yards it is five miles.

Q. According to your theory, that it is impracticable for railroads to undertake to develop terminals in the city of St. Louis, would it not be more practicable, or just as practicable for the Burlington to build its freight house up there, and then use the Terminal Railroad Association, or some one else's switching facilities into St. Louis? A. I have been very far from saying it is impracticable, or that they should not do so. I have been saying they could do so, with one set of terminals.

Q. Why do you insist no east side road should cross the river with its terminals? A. I do not insist they should not, if they want to. But if they have a freight house at East St. Louis I think they should keep it there. My own view of the matter is, that the whole St. Louis district should be treated as one business center; and East St. Louis is just as much, commercially, a part of St. Louis as North or South St. Louis.

Q. I will ask you this question, to get right at it: Would it not be better for the handling of the freight traffic of the city of St. Louis, if these different railroads which have their freight houses and team tracks in East St. Louis, had the same team tracks and freight houses and other facilities in St. Louis as they have in East St. Louis? A. No, sir; I don't think it would.

Q. Why? A. I undertook to explain that some little time ago by saying that the fact of undertaking to provide for all these——

Q. Did you catch my question? I said, if these roads had these facilities. I am not assuming, what you might

assume, as to what trouble they might have in acquiring them. But assuming they had the facilities in St. Louis that they have in East St. Louis. I do not think the other problem is one you are called upon to solve, as a witness—at least not in this examination? A. I must say my imagination is not sufficient to lay them down on the map of St. Louis.

Q. I am not asking you what you might possibly imagine about such a thing as that. I am asking you if it is not a fact? A. I am not prepared to give my opinion as to an impossibility. I cannot do that.

Q. Now, Mr. Perkins, as a practical railroad man, you came here, and you state you are qualified as an expert to advise this Mayor's Commission as to what was best for the development of the terminal facilities of this city, both as to the operation of the railroad business, and the development of it. Now I put to you the hypothetical question, if the terminal facilities you have described as being located in East St. Louis, such as freight houses, team tracks and so forth, were similarly located to the business district of the city of St. Louis, if it would not be better for the handling of the freight business, and would it not facilitate it? Do you want to go into this record as saying, as an expert, that you refuse to answer that question? A. I will consider that matter (witness pauses). My direct answer would be that I think it would be a very bad thing, indeed, for the city of St. Louis, if they were dumped down here on this side of the river; bad for its business interests, and everything else.

Q. Located with similar facilities to what they have over there? A. No matter what they have. That is taking them all arranged as they are over there and dumping them down over here, it would be a very bad thing for the city of St. Louis.

At this point, by consent of counsel, the further hearing

of testimony herein is continued until tomorrow, Thursday, May 7, 1908, then to be resumed at the same place, at the hour of half past ten o'clock in the forenoon.

Special Commissioner.

St. Louis, Mo., May 7, 1908.

Met pursuant to adjournment as above, on Thursday, May 7, 1908, at half past ten o'clock in the forenoon, at the office of the Special Commissioner, in the Roe Building, City of St. Louis, Missouri.

Present: Hon. R. E. Rombauer, Special Commissioner; Mr. E. C. Crow appeared in behalf of the Government. Mr. M. W. Watts appeared in behalf of the defendant.

The following proceedings were had:

The cross-examination of the witness, Albert T. Perkins, was continued as follows:

Mr. Crow: Mr. Perkins, in your testimony in chief you referred to the terminal agencies at St. Louis as a physical transportation and commercial unit; now, isn't it a fact that before the consolidation those terminal agencies were known as "The St. Louis Terminals" and that since the consolidation they are still the "St. Louis Terminals,' so far as the St. Louis people, and the public, are concerned, but for convenience, merely, are designated "The Terminal Railroad Association of St. Louis"? A. They were and are a part of the terminals of St. Louis. The terminals of St. Louis are the terminals of all of the railroads, individually or collectively.

Q. That is your answer, is it? A. Yes.

Q. You said in your testimony in chief that the Conlogue Railroad was owned and operated by the Terminal

Railroad Association; I will ask you if it did not belong to the Vandalia, or Pennsylvania Company? A. Yes, sir; I understand it did—at least largely.

Q. Do you know if the Terminal Railroad Asociation purchased that property, and if so, how much it paid for it? A. I don't recollect the exact amount paid. That is a matter of record. I have it roughly, but I could not give the exact amount.

Q. Do you remember the date? A. I think it was either in——

Q. About 1903, was it not? A. Yes, I think it was in 1903; at least negotiations were begun to purchase it in 1902.

Q. It was at or about the same time that your road and the Rock Island went into the Terminal Railroad Association, was it not—within a year or so of that time? A. It was about the same time that the Chicago, Burlington and Quincy Railroad and Rock Island went into it. I can hardly call it my road now, as I am no longer an officer of it.

Q. I will ask you if you are not familiar with the Conlogue road, its location and the service for which it is used? A. I have been over it a number of times.

Q. You have been familiar with its service for a good many years, have you not? A. Yes.

Q. One of the important lines for transportation in East St. Louis, is it not? A. Yes, there is a good deal of business done over it.

Q. And has been for a good many years? A. Yes, sir.

Q. I will ask you if the Coulogue Road is used as extensively now for transferring, as when the Burlington operated it in opposition to the Terminal Railroad Association. And when I say "transferring" I mean transferring over the river? A. You mean as much as it was used by the Wiggins Ferry Company prior to the taking over——

Q. I did not say by whom. I just said "used for trans-

fer purposes"? A. I could hardly say. The business is all taken into the amount of business handled by the Wiggins Ferry below the bridge.

Q. You did not investigate that part of it in your investigations, to see what had been the effect on the other transportation agencies of this consolidation? A. Well, in a general way, yes. I could not say exactly, but I presume—well, I cannot say just what the change has been since that time, whether particularly marked or not.

Q. Have you been down there and investigated it since you have been with the Commission? A. Oh, yes, I have been down there.

Q. Did you make any inquiry about the business, the volume of it as compared with what it was when it was operated independently by the Pennsylvania Road? A. Well, yes, I think the business over part of it—I was told that business over part of it had increased quite a little.

Q. But the transfer across the river; that portion of it. That was one of the problems you had to deal with, wasn't it, the transfer across the river? A. Oh, yes, indeed.

Q. Did you make any inquiry at all as to the volume of business that went over the Conlogue road, as compared with what it was before the consolidation? A. I presume I did, but I don't recollect just now, what inquiry I did make about that. I did not regard it as a matter of particularly great importance.

Q. Why? A. Well, I did not regard it as a particularly important place for transferring across the river.

Q. Isn't it a fact that a very large volume of business was transferred over that line across the Mississippi river before the consolidation, when those boats were run by the Missouri Pacific road? A. You mean before——

Q. Before the Terminal Railroad Association acquired the Conlogue road? A. Well, yes, the business of the Missouri Pacific, I suppose, to some extent, handled there, was

naturally taken down to the landing further south, that they control themselves, Ivory and Bixby.

Q. But you are not answering my question. Pardon me, but will you just answer the question.

Mr. Watts: He is trying to.

At this point the previous question is read to the witness.

A. As far as I know the Missouri Pacific were running no boats there.

Q. Then you never investigated and ascertained the fact that the Missouri Pacific Railroad controlled the ferry boats operated in connection with the Conlogue road, prior to the sale of Conlogue road to the Terminal Railroad Association? A. Not inside St. Louis—except such as might have been run——

Q. Just answer the question. I did not ask you about inside St. Louis. Across the river, I asked you, Mr. Perkins.

I believe you stated you had been familiar with the terminal conditions around St. Louis for a long time? A. Yes.

Q. You have made a special study of them for the last two years, have you not? A. Yes, I have been studying them for two years.

Q. Don't you know, then, that it is a fact that the Conlogue boat was used extensively for transferring cars across the Mississippi river for direct connection with the Conlogue road, and for handling cars, before the Terminal Railroad Association got hold of it? A. I think they had one small boat, but the amount was insignificant, taken down probably in the Ivory Station district. I don't know just what amount of business they were doing down there at that time, but it was very insignificant.

Q. Do you know whether or not the volume of business has been largely increased for transfer purposes across the river, that goes over the rails of the Conlogue road since the Terminal Railroad Association took possession of the Con-

logue road? I mean that goes over the river in transfer boats? A. I don't know what the figures are. I presume it has, for certain reasons, but I don't know what the figures are.

Q. Isn't it a fact that there was a line of boats operated there, and at the cradles where the Conlogue boats touched on the east bank of the Mississippi river, in connection with the Missouri Pacific road, and that these have been transferred down the river, to the Ivory Ferry, by the Missouri Pacific road? A. The boat that was transferred down the river to the Ivory Ferry belonged to the Interstate Car and Transfer Company, and was bought by the Missouri Pacific road. That boat was in service between North St. Louis and the old V. & C. cradle belonging to the Southern Railway, not in service at the Conlogue landing. That is a four track boat.

Q. Now, Mr. Perkins, you know just exactly the question I am getting at. I don't want to undertake to make suggestions to you all the time, but I submit you know what that question it. I am asking you if it is not a fact that the boat that was operated in connection with the Conlogue road by the Missouri Pacific Railroad, was not transferred down to Ivory Station because the Terminal Railroad Association would not make connection with the Missouri Pacific road there any longer. You certainly understand that question. A. Well, I am not positive as to that. I think it is probable it was, but I really could not say yes or no to that question.

Q. Wasn't this boat that was used by the Missouri Pacific road in connection with the Conlogue road, before the consolidation, entirely in the service of the Missouri Pacific? A. I cannot say positively as to that.

Q. Those are questions you did not investigate? A. I don't recollect them, if I did. I presume I knew them at one time, but I haven't them in mind now.

Q. Did you investigate the tonnage that was handled in 1900, 1901 and 1902 by the six separate agencies that were then independent transfer agencies across the river? A. Well, no; the only exactly analyzed figures I made and published were those for the year—the first figures were for the year 1905. I made an analysis of those in 1905, but I did not make any analysis of the divisions of the traffic crossing the river, for 1900, 1901 or 1902.

Q. Mr. Perkins, I will ask you whether you know or not whether the Missouri Pacific Railroad operates its own transfer across the Mississippi river, and is independent of the Terminal Railroad Association on that question? A. I do.

Q. Do they operate their own transfer? A. Yes.

Q. Where is it located? A. South of the St. Louis city limits at Ivory on the Missouri side of the river.

Q. The Missouri Pacific Railroad has very extensive terminals on this side of the river, hasn't it? A. Yes, sir.

Q. Considering it as including the Iron Mountain Railroad also? A. Yes, quite extensive terminals.

Q. If consolidated terminals are better, why is it that the Missouri Pacific road, owning lines on both sides of the river, operates its own terminals and transfer facilities across the river? A. I presume it finds it economical to do so for the business on the south end, and away at the extreme south end of the city, on account of the location of its two yards, away at the extreme south of the city, and a considerable distance south of East St. Louis, at Bixby.

I don't understand that any considerable volume of Missouri Pacific business proper is handled over that ferry. The business handled there is principally Iron Mountain and Cotton Belt business.

Q. It is west side business and east side business both, is it not? A. Part of it is; a considerable volume of the business handled there goes over the river and comes back

again, as a matter of fact, say by way of the Thebes Bridge and over the Valley line and back to South St. Louis. One of their objects in doing that is to avoid their heavy grades south of here.

Q. Did you ever make an investigation, since you have been acting as expert to advise the city here, as to whether any vast amount of Missouri Pacific business went down over the river that way, and whether any great amount of business of the Iron Mountain and the Cotton Belt roads went over to Ivory Station and up to St. Louis, west and north? A. Yes, I have made a great many inquiries in regard to that. I have had several conferences with the superintendent operating it.

Q. Didn't you find there was a vast amount of traffic that flowed along the route I have indicated, such as lumber, grain and cotton? A. Quite a large volume of business, yes.

Q. That was all Missouri Pacific business, wasn't it? A. I showed you a chart yesterday that showed the proportion of business went that way. The exact figures are given there.

Q. I don't know what you refer to. I did not ask you any such question yesterday? A. Are those reports here that were referred to yesterday?

Q. Yes, here they are.

I am not referring to all the business that crosses the river, but just on the Missouri Pacific? A. Perhaps what I have here will exactly answer what you want. Here is the percentage for the year 1905 (indicating).

Q. Percentage of what? A. Of the total business crossing the river in the neighborhood of St. Louis, and the different way it crosses.

Q. That is, 9.68 per cent, according to your map, of the business went over the Ivory Ferry? A. Yes.

Q. You say you presume the Missouri Pacific road oper-

ates its own transfer because of the fact that owning lines on both sides of the river, and having terminals very extensive on this side, it finds it more economical to do so? A. I said, on account of their location at the far south, far from their other facilities.

Q. Mr. Perkins, isn't it a fact that the Missouri Pacific owns as fine individual terminals as any line in St. Louis, and that it extends right into the heart of the city and through to the western side of the city, from the Mississippi river? A. Altogether their terminals are more extensive than any other road has.

Q. Then they are not confined to the south side of the city? A. They are not particularly well arranged, but they are a very extensive system of terminals.

Q. They come right down to the levee, through what you say it is the best for terminal purposes in the city, in the Mill Creek Valley? A. They have a very excellent situation.

Q. They come right down over Poplar street to the levee? A. Yes.

Q. And its business that arises from the north and west, over the Ivory Ferry to the south and southeast via the Missouri Pacific and its allied lines, must pass up through the central portion of the city, or around over the Oak Hill branch and to the western part of the city, in that direction? A. Yes, sir.

Q. Then it does reach the central part of the city, and it is not because of the fact that it is located down there in the southern end of the city, is it, that this transfer is made? A. Why, yes, that the Iron Mountain yards are, and that the Bixby yards are.

Q. The Burlington road owns a line coming down on the east bank of the Mississippi river, and controls it? A. Yes.

Q. And they own one on the west bank of the Mississippi

river, do they not? A. Well, they do not own it quite into East St. Louis.

Q. But they operate it? They have an operating arrangement in there? A. They operate at East St. Louis.

Q. Now if that is true, and the reason you give for the Iron Mountain road operating a ferry down there in the south end of town is correct, why wouldn't it apply to the Burlington road, and if it was economical, induce the Burlington road to operate its own ferry in North St. Louis, where its extensive yards are located? A. The Burlington has no very extensive yards in East St. Louis, or very extensive terminal properties. Its business at East St. Louis is very small as compared with the Iron Mountain and Cotton Belt business that comes up over the Valley road. The C. B. & Q., as a matter of fact, actually does the same thing that the Missouri Pacific does, with such business as it can handle to advantage on the other side of the river. That is, it sends certain business across the Alton Bridge at Alton, for which it pays the owners of the Alton Bridge a trackage charge for going over the bridge.

They found that desirable for some business, just as the Missouri Pacific system finds it desirable to send certain portions of its business across this Ivory ferry.

Q. You had jurisdiction and control of that Alton Bridge, when you were Superintendent of the Burlington Road, did you—I mean of the tracks of the Burlington and the business of the Burlington that went over that bridge? A. I had jurisdiction up to West Alton. The C. B. & Q. never owned or controlled in any way the Alton Bridge.

Q. I did not put my question that way. I limited it properly. A. Well, the Alton Bridge is a separate proposition.

Q. I understand that. There is no use encumbering the record with all that.

Mr. Watts: You asked him if he had control of the Alton Bridge.

Mr. Crow: He said he had control up to West Alton? A. I did not personally control that which comes from the north to West Alton, but I had a good deal to do with it.

Q. Don't you know it to be a fact that in order to starve the Alton Bridge to death, the Burlington road repudiated its agreement with it and transferred its traffic and diverted it until the Alton Bridge went into bankruptcy and was absorbed by the Terminal Railroad Association? A. No, sir, I do not.

Q. You don't know anything about that? A. I know something about it, but I don't know that what you say is correct.

Mr. Watts: You know it is incorrect?

A. I think it is incorrect.

Mr. Crow: That is where we differ. I will convince you.

A. The C. B. & Q. took no part in that.

Q. Does the Southern Railway own its belt line connecting the different railways at East St. Louis? A. What is called the Venice & Carondelet Belt, I presume you refer to?

Q. Yes. A. I understand they own a controlling interest in that.

Q. And have for many years? A. Yes. It was out of their hands, under a lease, for a long time. I don't know just how their ownership stands at present, but I think they control it.

Q. Is it not a fact that what we call the Southern Belt over there, connects with almost every railroad in East St. Louis? A. Yes, with most of them.

Q. All the principal lines, doesn't it? A. Yes, sir.

Q. It goes right across them? A. Yes.

Q. When the Southern Railway went into the control of the Terminal Railroad Association, I will ask you if it

puts its terminal belt under the control of the Terminal Railroad Association? A. I think not.

Q. The Southern Belt Line is a very important factor, is it not, in handling business in East St. Louis, of all the railroads? A. Yes, sir.

Q. And especially so with the Southern Railroad? A. Yes.

Q. I will ask you if it is not a fact that the Southern Belt I have mentioned, known as the Venice & Carondelet Railroad I believe, technically, has not more industries located on it than any other of the East St. Louis Lines, or lines that come into East St. Louis? A. Well, it has a very large proportion of the best industries. It has, so far as the town of East St. Louis itself is concerned.

Q. That is what I am talking about. A. When you come to the north end there, that would not apply. Or if you take the whole group together, it would not apply.

Q. Where does it reach from? A. My recollection is that reaches from a connection with the Southern Railway east of the Pittsburgh dyke.

Q. Near the approach to the Eads Bridge on the east side? A. Oh, no, nowhere near the approach to the Eads Bridge. It is away south of there.

Q. You are talking about the southern terminus of that Belt? A. I am talking about the terminus of that Belt. I understood you to say, where did it reach. I say it reaches from a point east of the Pittsburgh dyke; (that is approximately I should say five thousand feet south of the Eads Bridge) around East St. Louis, with a connection to the stockyards and up to Venice.

Q. That is how far above the bridge? A. Venice is, I suppose a mile and a half above the bridge.

Q. And how long would you say, approximately, this road is? A. My recollection is that it is somewhere be-

tween three and four miles long. I have forgotten the exact figure. I had it to an inch at one time.

Q. It passes right up through East St. Louis? A. Yes, sir.

Q. Does it touch Madison? A. No, sir.

Q. Or Granite City? A. No, sir. It comes in down where the old Pope Glucose Works were.

Q. Was there formerly a ferry and cradle operated in connection with it, on the east side—that is, with the Southern terminus? A. Yes.

Q. What ferry was that? A. The Inter-State Car Transfer Company's ferry.

Q. And it was so operated up to the time the Interstate Car & Transfer Company was absorbed by the Terminal Railroad Association? A. Yes, and I think it still is.

Q. But it was operated as an independent Company then? A. Yes, at that time it was operated as an independent Company, up to about the end of 1902.

Mr. Watts: What Company do you mean by "independent Company"? A. The Inter-State Car & Transfer Company.

Mr. Crow: Q. Since the consolidation of the Inter-State Car & Transfer Company with the Terminal Railroad Association, the boats are still operated? Operated as part of the Terminal Railroad Association's property? A. Yes.

Q. But the Southern Belt Line—the Venice & Carondelet road—is operated by the Southern Railroad independently? A. Yes, so I understand.

Q. Does the Southern Railroad have any terminals on this side of the river? A. No, sir.

Q. The Terminal Railroad Association has terminals on the east side of the river? A. Yes, sir.

Q. And the Southern Railroad also has terminals on the east side of the river? A. Yes, sir.

Q. And warehouses? A. Yes, sir.

Q. Team tracks? A. Yes, sir.

Q. Your last answer about the boats indicates that the Terminal Transfer Agencies reach a point of connection with the independent terminal of the Southern Railway, at the southern end of it? A. Yes.

Q. If consolidation terminals are best, why doesn't the Southern Railway put its splendid belt line you have described, into the Terminal Railroad Association? A. Well, I cannot say as to that, just why they have not. The other roads, very likely, do not care to pay their part of it, as they have sufficient facilities of that kind without it.

Q. Do you mean to say that if the Southern Belt Line was taken up, it would not inconvenience the other roads in East St. Louis? A. Well, it might to some extent—it would to some extent.

Q. What substitute would there be for the Southern Belt Line? A. The general exchange business is pretty well taken care of by other facilities. Of course the industries on that must be served. I don't know what the negotiations between the Terminal Railroad Association and the Southern Railway Company may have been in regard to it. I am not familiar with those. They were made, undoubtedly, while I was away. To what extent the Terminal Railroad Association and the Southern Railway Company negotiated for that piece of property I do not know.

Q. You don't know that they negotiated at all, do you? A. No, sir. As I say—

Q. Your answer to my inquiry would be, that you simply don't know why? A. Yes, that is true.

Q. In your direct examination you stated, as follows, in substance: "The Terminal Railroad Association of St. Louis was organized in 1889 to take over the old Union Railway & Transit Company and the St. Louis Terminal Railroad property and to acquire for the benefit of a number of railroads the lease of the Eads Bridge and the tunnel,

that were at that time in the possession of the Missouri Pacific and the Wabash Railways. The Missouri Pacific and the Wabash and the Iron Mountain Railways being practically all there was here in the way of St. Louis railroads coming in on this side of the river. The Chicago, Burlington & Quincy Railway came in at that time over the Wabash tracks. The Missouri, Kansas & Texas Railway did not come in here at all. These properties, then in control of the Missouri Pacific and the Wabash roads, were taken over by a Terminal Company, with the intention that they should be shared equally by all the roads that wanted to come in here and use them. And from that time I should place the real beginning of the development of a terminal system in St. Louis."

That is about the substance of your testimony in chief on that question? A. Yes. I think I explained later that the Frisco did not get into connection with this particular piece of property.

Q. You said in that answer that the Chicago, Burlington and Quincy Railroad was already in the city, but using the Wabash Company's tracks, in 1889? A. I said—

Q. Here is an official copy of your testimony, Mr. Perkins. Here is what I read from, right there (handing paper to witness). A. Yes; I take it for granted you have no objection to my calling the old St. Louis, Keokuk & Western the Chicago, Burlington & Quincy?

Q. No, it is all the Burlington system. A. It was after that it was absolutely acquired.

Q. They were operating it? A. Operating it by a receiver.

Q. But the statement is substantially correct, that the Burlington Railroad was running its trains into St. Louis at that time? A. Yes; over the Wabash Company's tracks —passenger trains, I should say.

Q. You think they were operating it under a receiver?

When did they commence running their freight trains in—just approximately? A. I think they began running some trains in over the Wabash North St. Louis line about 1890. They did not begin the use of their own freight station until 1892, and had been using a little station of the Wabash at North St. Louis for two or three years prior to that. Well, they may have been running some little trains into North St. Louis to that little freight station up from 1889.

Q. Say from 1892? A. They were running freight trains in there from that time.

Q. That is, from 1892 the Burlington Road was in here, running its passenger and freight trains into the City of St. Louis? A. Yes. It began in 1892 using its own freight station, but had no other terminals. It came in over the Wabash line with its freight trains and ran its passenger trains in over the Wabash tracks.

Q. It was in here, asking for competing business, seeking it? A. Yes.

Q. You said in this answer I have quoted from: "These properties then in control of the Missouri Pacific and the Wabash Railroads were taken over by a Terminal Company, with the intention that they should be shared equally by all the roads that wanted to come in here and use them."

I will ask you when the Chicago, Burlington & Quincy Railway Company became a member of the Terminal Railroad Association of St. Louis, and gained the use of all tracks by the consolidation? A. Not until the end of 1902.

Q. If it was the intention of the Missouri Pacific and Wabash Railroads, and of the Terminal Railroad Association of St. Louis, that all these roads should share equally the use of the terminal facilities, and if union or consolidated terminals are such a good thing for the City of St. Louis, why did not the Burlington Company avail itself of that use during the ten or twelve years that elapsed while they operated independently? A. They did avail themselves of

the passenger facilities, and also availed themselves of the freight facilities in the Mill Creek Valley, paying tonnage and switching charges to the Terminal Railroad Association for handling their business in the Mill Creek Valley.

The Chicago, Burlingon & Quincy Railroad at one time figured on building its own passenger station, as I think I explained yesterday; and did build a small station for temporary use, in North St. Louis; but decided it was a wiser thing to use a union passenger station, and, therefore, made an arrangement with the Terminal Railroad Association for running into the Union Passenger Station.

The Chicago, Burlington & Quincy Railroad Company, however, did not for a long time decide it was best to become a joint owner, and assume its share of the joint responsibility of the Terminal Railroad Association. There were a great many discussions about that, for many years, as to what it was advisable to do about it. But the management of the road finally decided it was the most up-to-date thing to do, to go into the Terminal Railroad Association of St. Louis; and the wisest thing for the future growth of the business.

The man who was the General Manager of the C. B. & Q. at the time, told me he had for a long time doubted whether it was a wise thing for the C. B. & Q. to join in the Terminal Railroad Association, but he had changed his mind and thought it was decidedly the best thing to do.

Q. Isn't this a fact, Mr. Perkins, and don't you know it to be true, that the C. B. & Q. Railroad would never have gone into the Terminal Railroad Association but for the efforts of the Rock Island Railroad to buy the Wiggins Ferry Company? A. Well, no; I hardly think that is true. I think eventually it would have gone in anyway. To confirm my own opinion about that I was talking to Mr. Howard Elliott awhile ago, who is now President of the Northern Pacific Railroad, and he said he had long since changed

his mind about that, and thought it was the wisest thing anyway for the road to do.

Mr. Watts: You might state his connection with the Burlington Railroad. A. During the greater part of the period we are talking about Mr. Howard Elliott was the General Manager of the Chicago, Burlington & Quincy, and later was its Vice-President.

Mr. Crow: Q. Then its going into the Terminal Railroad Association was really precipitated by the efforts of the Rock Island Road to get in here? A. I think probably that was one of the factors in precipitating it, as you say, at that time. That was not the only factor, though.

Q. Were you connected with the Burlington Railroad in an operating way in 1889, when this Terminal Railroad Association of St. Louis was formed? A. No, sir; I was in the Traffic Department at that time.

Q. Don't you know that it was generally understood among railroad men, and was a fact, that the consolidation effected by Mr. Gould in 1889, by the union of the Missouri Pacific, Iron Mountain and Wabash, the Louisville & Nashville, Baltimore & Ohio, etc., was brought about to prevent the Merchants Bridge enterprise, and to keep the Big Four, Baltimore & Ohio, and Louisville & Nashville from an alliance with the Merchants Bridge, then being built? A. No, sir; I was unaware of that. I have talked to a great many of the people who worked it up. I have talked a great deal with Dr. Taussig, who organized the Terminal Railroad Association, and I never gained that impression from him in any way; nor from any of the officials of the different railroads that went into it at that time.

Q. Mr. Priest asked you if the Iron Mountain Railroad, in 1889, at the time of the organization of the Terminal Railroad Association, had any physical connection with the tracks of the Terminal Railroad Association of St. Louis: You said, "No, I think not at that time."

I will ask you if the Poplar street track was not then where it is now, and if it was not owned by the Missouri Pacific Railroad, and operated by it? A. There were two questions beyond that, which explain that, where I said I was under the impression that the Missouri Pacific Railroad controlled that practically at the time, as distinguished from the Iron Mountain. I remember asking him if he meant by his question whether the Iron Mountain independently of the Missouri Pacific had that connection. And I said I did not think the Iron Mountain independently of the Missouri Pacific had.

Q. As a matter of fact, Mr. Perkins, the Iron Mountain is operated in connection with the Missouri Pacific and has been for many years, because the Missouri Pacific owns practically all the stock of the Iron Mountain Company, doesn't it? A. Yes, it now is.

Q. And was at that time, wasn't it? A. No, sir; the operations were quite distinct at that time, while I presume the ownership was about the same as it is now.

Q. Will you explain any difference in the operation of those two roads then as compared with now? A. Yes.

Q. What were they? A. They had separate General Managers and Superintendents; and entirely separate freight agents and organizations.

Q. Aren't there separate General Managers and Superintendents now, for the Iron Mountain and Missouri Pacific roads? A. No, sir. Mr. Sullivan, as I understand, is General Manager of both roads.

Q. Since when? A. I don't know on just what date that took effect, but for some time I think they have had the same General Manager and Freight Agent and the same Superintendent of Terminals.

Q. The difference you mention is simply one of the evolutions of the railroad business in the intervening years? A. Yes, sir.

Q. And has taken place on the Burlington and a great many other lines? A. Yes, sir.

Q. But for practical purposes the operation was the same before as now? A. No, quite different.

Q. Mr. Perkins, do not misinterpret my question. You know I do not refer to the mere official operation, but to the actual control of the traffic. A. The actual control was of course the same. But there were two different managements.

Q. I do not mean actual control of the stocks of the companies. I mean the actual control of the traffic. A. I think it could hardly be said to be the same then as now.

Q. Is that your answer? A. Yes, sir.

Q. You know, don't you, that the Poplar street track connects with the Wiggins Ferry tracks on the levee? A. Well, indirectly, yes; through the Iron Mountain track on the levee.

Q. You say the roads are operated as one now: Then the connection must be direct one, is it not? A. So far as the Missouri Pacific and the Iron Mountain roads?

Q. Yes. A. It is the same now.

Q. It is a direct one? A. They have the same Superintendent and the same Agent.

Q. This connection on the levee is a direct connection? A. Yes, sir.

Q. The connection between the St. Louis Transfer Railway Company's rails and the Missouri Pacific Railway Company's rails is a direct one? A. Yes; I would call it that.

Q. With what other roads does the Missouri Pacific Railroad connect at that point? A. At Poplar street?

Q. Yes. On the levee, where it strikes the rails of the St. Louis Transfer Railway? A. Right there, there are no other connections. Further north the Iron Mountain track (or the Missouri Pacific track, if you choose to call

it that) connects with the Wabash. That is up in the neighborhood of Carr street where it connects with the Wabash.

Q. How many tracks are on the levee, of different companies I mean, from Poplar street north? A. Three.

Q. Which ones are they? A. The St. Louis Transfer Railway, the Iron Mountain (or Missouri Pacific) and the Wabash.

Q. Do the Missouri Pacific and the Wabash connect at a point north of the Eads Bridge, with the Merchants Bridge Terminal Railroad tracks? A. The Iron Mountain does not; the Wabash does.

Q. Does the Missouri Pacific? A. No, not with its main line. There is a connection into their North St. Louis freight house. They have no connection of their own up there.

Q. Has not the North St. Louis freight house connection with the tracks of the Missouri Pacific going up the levee? A. No, sir.

Q. How do they reach it? A. Over the Merchants Bridge Terminal.

Q. Then the Merchants Bridge Terminal tracks must touch the Missouri Pacific's levee tracks somewhere? A. They touch them in the Mill Creek Valley at about Eighth or Ninth street.

Q. They have no connection on the levee? A. None whatever; no, sir.

Q. There is no connection between the St. Louis Transfer Railway, or the Merchants Bridge Terminal Railway, north of Eads Bridge? A. We are talking about the St. Louis Transfer Railway?

Q. Yes. A. Oh, there is a connection there. There is a cross-over switch there, where they can get in; but they do not make their interchange there.

Q. I was not asking you where they made their interchange? A. I want to be perfectly straight in what I say.

I understood you were referring to a method of getting into the Missouri Pacific freight house in North St. Louis.

Q. No, sir, you inducted the freight house into that statement. I said nothing about a freight house.

Mr. Priest asked you, in your examination in chief, this question: "What connection did the Terminal Railroad Association of St. Louis have with the railroads on the east side of the Mississippi River, at the time I allude to" (referring to 1889). And your answer was: "My recollection is that it had not at that time acquired a connection with either the Illinois Central or the Mobile & Ohio, but had to do any business with those two roads over an intermediate connection. I shall have to say that is my recollection. I have not looked into the question recently, but that is my recollection, that they had not at that time acquired a connection with either the Illinois Central or the Mobile & Ohio Railroads."

Now do you know anything different about that question at this time? A. I have not looked the matter up. It was just a casual question, and I gave my recollection of it.

Q. It is a material question I suppose, in this inquiry, because it referred to the consolidation. But you hadn't looked it up then, and haven't now, to see what the connections of the Terminal Railroad Association on the east side of the river were, at the time it was formed, with these east side lines? A. Well, I have looked it up in the past.

Q. How long in the past? A. I cannot say when I last looked it up.

Q. Since you have been adviser to the Commission? A. I presume—well, I don't know thoroughly whether I have gone over that particular thing in that time or not.

Q. That would be an important fact in the history of the organization of this company? A. That would have cut no figure whatever with the Municipal Bridges and Terminals Commission's work, as that Commission was dealing with

present conditions. They are not interested, so far as their work is concerned, in what may have been the case eighteen or twenty years ago.

Q. Mr. Perkins, in your answer to the question I have read to you, didn't you mean to convey the impression, and didn't you mean to say, that that consolidation in 1889 was good because of the fact that the Terminal Railroad Association, by that consolidation, acquired vast connections on the east side of the river? A. Why, that was an important thing, yes.

Q. But didn't you mean to say that by the answer to the question which I read you, and wasn't that the idea you were trying to convey? A. Yes, that it acquired and arranged to make connections.

Q. And, therefore, the consolidation was a good thing. A. Yes, sir.

Q. Now, then, isn't it a fact that for years after the consolidation it had no more connection on the east side than it had had theretofore for thirty years; and in that view of it would not the suggestion as to the heretofore part of it be material? A. No, sir, not for the work I have mentioned. The work I mentioned, the facts necessary to that are, what are present conditions, and what could be done with present conditions, to put them in shape to do the business of the City of St. Louis. Those are the two things.

Q. Do you or don't you know, as a terminal expert, advising the City of St. Louis through this Municipal Bridges and Terminals Commission, that the East St. Louis lines have been connected with what are now the Illinois Central lines thirty-four years? A. I said at that time that I didn't remember whether they had been or not.

Q. If it had been connected so, then the consolidation did not help the Illinois Central any, so far as getting on the Eads Bridge from the East is concerned, did it? A. I

should say that it did, as far as providing facilities on this side of the river to do business over here.

Q. Don't come on this side of the river. Stick to the other side. I said, so far as getting on the east approach to the Eads Bridge was concerned? A. I cannot remember. Very likely it did.

Q. Don't you know it to be a fact, as an expert on Terminal matters, that the Mobile & Ohio Railroad had access to the east approach to the Eads Bridge, through the Conlogue road, for years before the consolidation took place over there? A. That is what I had in mind, about the Mobile & Ohio, and possibly I got it mixed with the Illinois Central. I said it had to go through an intermediate channel.

Q. But it had that access, through the Conlogue road? A. Yes, I said they had to go through an intermediate channel to the Mobile & Ohio; and I happened to have in mind they did a similar thing for the Illinois Central; I don't know it.

Q. Do you know, as a man who has examined conditions in East St. Louis and in St. Louis, as an expert on railroad questions, that the tracks of the old Terre Haute Road run right into the east approach to the Eads Bridge, and that that road was acquired by the Illinois Central road in 1896, by the purchase of a majority of its stock, and that an operating agreement with the Big Four enables it to come in over these Terre Haute Railroad's rails, right into the east approach to the Eads bridge; and that this arrangement let the Big Four and the old Terre Haute, and also the other lines that used its rails, into the East approach of the Eads Bridge, before the Terminal Railroad Association of St. Louis was formed in 1889? A. You refer to the old St. Louis, Alton & Terre Haute line?

Q. Yes. A. I think that was the case.

Q. Do you know whether or not it is true that the Con-

logue Railroad, in connection with the Missouri Pacific Railroad's transfer boats at Carondelet, had operated a transfer line complete, and open to all lines, since 1873? A. I don't know anything about that. I cannot say as to that date. I presume if a man wished to send business down that way, he could.

Q. The Conlogue road was operated long before the formation of the Terminal Railroad Association of St. Louis in 1889, was it not? A. Yes, sir, it was in the market for any business that could go over it.

Q. And the physical condition and operation of the Conlogue road has not been changed any since the Terminal Railroad Association of St. Louis was formed in 1889, except that it cut off the connection of the boats of independent lines? Isn't that true? A. I don't know there was anything else. The last time I went over it it looked about as usual.

Q. Isn't it true that the Southern Railway, or its predecessor, operated a complete Belt Line, open to all railroad companies; and that it operated its own transfer boats, and later in connection with the St. Louis Transfer Railway Company, to and from both sides of the river, for many years? A. It operated a Belt Line, and later on it leased that Belt Line to the Inter-State Sand & Car Transfer Company, which later on became the Inter-State Car Transfer Company.

Mr. Watts: You are referring to the Southern Belt? A. Yes, sir.

Q. Do I understand you to say that was leased to the Inter-State Car & Sand Company? A. The rights to operate over the V. & C. Belt were leased to the Inter-State Car & Sand Company for a period of years.

Mr. Crow: Q. That lease has since expired, I believe? A. Yes, sir.

Q. That Venice & Carondelet, or Southern Belt Line,

was operated many years before 1889, was it not, by the predecessor of the Southern Railway? A. The old L. E. & St. L.

Q. The old Air Line? A. Yes.

Q. And that was a terminal that has not been affected, so far as being physically changed, or any change being made by reason of this consolidation, in East St. Louis? A. No, sir, I don't think there has been any material change in it.

Q. Isn't it true that the Mobile & Ohio, for years before 1889, when the Terminal Railroad Association of St. Louis was formed, had access to the St. Louis terminals from the east bank of the Mississippi river, through the Wiggins Ferry, and its boats and tracks on this side of the river? A. Yes, I stated in my testimony they had that.

Q. Isn't it true that the Mobile & Ohio, after the erection of the Merchants Bridge, could also reach the Merchants Bridge and all its terminals, through the Southern Railway Belt? A. I don't know at what time the Madison Belt Line got a connection to the Venice & Carondelet Belt; but I assume it did at an early date.

Q. It didn't do it before 1889; I do not fix any time in that question. A. Oh, yes, it could, after the Merchants Bridge was finished, through the Belt Line.

Q. The Merchants Bridge was not opened until 1890. A. I am aware of that. But I mean, the completion and the connection between the Madison Belt Line connecting with the Merchants Bridge, which was an entirely separate Company. It would mean that the Mobile & Ohio would have to use an intermediary Company to get on to the Merchants Bridge.

Q. But the Mobile & Ohio had that connection, and has it now, with the Merchants Bridge, if they want to use it? A. Yes, I think they can get through there. I think there is a connection north of the Stock Yards.

Q. The Southern Railway Belt, or its predecessor, before 1889 reached nearly all of the railroads in East St. Louis that were then there, didn't they? A. The Southern Railway, through its belt, yes.

Q. What is now the Southern Railway; I said, it or its predecessor? A. Yes.

Q. And it had access to the Wiggins Ferry through its connection, if it wanted to use them, also? A. Yes.

Q. Then if these facts are true, isn't it true that the development of the terminals of St. Louis, speaking of it as you term it, the East St. Louis, Venice, Madison, and St. Louis, Missouri, began a good while before 1889? A. Prior to that time, just a haphazard putting down of tracks most anywhere. There was no real system about it before that time.

Q. It was an independent system of terminals before that time? A. Yes, very largely.

Q. What you mean to say is, that the beginning of union terminals was in 1889? A. Not entirely. All the railroad business of the city about that time began to assume some form. The railroad people could naturally see how it had to be worked out, more or less. They began to get a little light on it then.

Q. But these independent roads owned then, as they do now, more combined property than the Terminal Railroad Association of St. Louis when it was formed in 1889, and more than it does now? Isn't that true? A. All the railroads together, yes.

Q. You would not say those independent terminals are scattered, disjunctive and impracticable, would you? A. I think they are a necessity, and I have always said so. But many of them are badly arranged, and they are badly arranged in connection with other railroads interests.

Q. Almost equally badly arranged as some of the Terminal Railroad Association's property? A. Some of that is

very badly arranged; but perhaps not as badly as some of the individual roads.

Q. You made the statement in your examination in chief, in substance, that the development of the Merchants Bridge terminal facilities practically all occurred after the consolidation in 1889.

Now I want to ask you if it is not a fact, and don't you know it to be true, that the Merchants Bridge itself was not finished and opened for business until 1890; and that no effort was made to put down any terminal tracks or build warehouses on this side of the river until they had completed the bridge, and it would have been impracticable to have done so to any great extent, as they could not have been used in connection with the Bridge until the Bridge was finished? A. Surely.

Q. Then it is not true that the consolidation in 1889 caused the development of the terminal facilities that the Merchants Terminal Bridge Company owned, when it was taken over in 1893 by the Terminal Railroad Association of St. Louis? A. Some of the most important facilities were. That is true of some of the most important facilities. It is true of their connection into Union Station.

Q. They did not have a connection into Union Station in 1893? A. Oh, no.

Q. Do you comprehend that question?

At this point the previous question is read to the witness.

A. No.

Q. Mr. Perkins, Mr. Priest asked you this question: "What additional terminals have been built since the organization of the Terminal Railroad Association of St. Louis? I speak now, to be more specific, of both St. Louis and East St. Louis."

These connections that have been made and built since that time, Mr. Perkins, are simply a part of the general evolution of railroad management and development of rail-

road facilities, that have been taking place all over the country, aren't they? A. Yes, sir.

Q. And in line with them? A. To a large extent in line with them. There are mistakes everywhere.

Q. You stated in your direct examination that the connection between the elevated structure of the Merchants Bridge Terminal Company at Eighth and Gratiot Streets and Union Station, was brought about largely by the pressure of the Burlington Company wanting to get into the Union Station, and run its passenger trains over the Merchants Bridge Terminal Company's tracks? A. That was a very important factor, I think.

Q. Then what steps did the Burlington Railroad Company take that forced that connection at Eighth and Gratiot streets, between the Terminal Railroad Association and the Merchants Bridge Terminal Railway Company? A. So far as the C. B. & Q. was concerned, that was a matter of negotiations for means of getting into the Union Station.

Q. The Merchants Bridge Terminal Company's tracks had been built down to Eighth and Gratiot streets for some time, hadn't they? A. Yes, sir.

Q. By the Merchants Bridge Terminal Railway Company? A. Yes, sir.

Q. The Merchants Bridge Terminal Railway Company was then operating as an independent company? A. Yes, sir.

Q. The Burlington Railway Company was connected in the northern part of the city with the Merchants Bridge Terminal Railway Company's tracks, was it not? A. Yes.

Q. Or at least, could make the connection if it had not done so? A. It could make the connection.

Q. Eighth and Gratiot streets was a point where the Missouri Pacific Railroad tracks and the Terminal Railroad Association's tracks, all came down to a very close connection with the then Merchants Terminal Railroad's tracks?

A. The Merchants Bridge Terminal Railway Company's tracks there had no connection with the tracks of the Terminal Railroad Association.

Q. I did not say they had connection. I say they came down to a point where they were close to the tracks of the Merchants Bridge Terminal Railroad. A. Oh, yes; only a short distance.

Q. But unconnected? A. The Missouri Pacific Railroad tracks were between them.

Q. The end of the Merchants Bridge Terminal tracks was in the Mill Creek Valley? A. Yes.

Q. A few blocks from the levee? A. Yes.

Q. About Seventh or Eighth street? A. Yes.

Q. The end of the Terminal Railroad Association's tracks was located within a short distance, in the same Mill Creek Valley? A. Yes.

Q. The Missouri Pacific Railroad ran through that Mill Creek Valley, and between those two roads I have mentioned? A. Yes.

Q. The Missouri Pacific Railway was one of the owners of the Terminal Railroad Association at that time? A. Yes.

Q. Now, isn't it true that the Missouri Pacific Railroad Company refused to permit the Merchants Bridge Terminal Company to cross, and that the Merchants Bridge Terminal Railway Company had to institute condemnation proceedings, and were blocked there by the Missouri Pacific Railway Company first? A. I think that was the case.

Q. And isn't it true that the Terminal Railroad Association refused to make any connection, or connect its rails by means of the elevated structure with the rails of the Merchants Bridge Terminal Railway Company? A. I cannot say as to that; I do not know.

Q. As far as you know that is true? A. I cannot say positively. I think it probably was, but I don't know. I should think very likely it might have been the case.

Q. The Merchants Bridge Terminal Railway was endeavoring to get into the Mill Creek Valley, so as to open up connection with passenger and freight, with all that net work of tracks leading up through the terminal yards of the Terminal Railroad Association to the Union Station, at that time? A. I presume so.

Q. Don't you know so? Didn't you say you had largely to do with the arrangements for getting them in there? A. I said I had something to do with the arrangements of the Burlington Railroad to get into an arangement with the Merchants Bridge Terminal Railway Company, but that was an arrangement made with the Terminal Railroad Association.

Q. Did you have anything to do with the direct arrangement between the Terminal Railroad Association and the Merchants Bridge Terminal Railway Company? A. Not a thing.

Q. In what way did the Chicago, Burlington & Quincy Railroad Company bring that about? A. It was simply a matter of conference and negotiations as to how the Burlington should get into the Union Station.

Q. The Burlington did not own any property down there, did it? A. No, sir.

Q. You said it was the pressure of the Burlington that brought that about: That is what I want to get at. What kind of pressure did they put on to force those two roads to join? A. By coming in here with a good big railroad, that should properly come into the Union Station.

Q. But the Burlington Railroad was in here before the Merchants Bridge Terminal Railroad was built; so the coming in here of the Burlington Railroad did not force them, did it? A. No. The railroad did not open business into St. Louis until March 4, 1904.

Q. You said awhile ago that you were operating passen-

ger and freight trains in here in 1892? A. That was over the Wabash tracks, down through Mill Creek Valley.

Q. You mean you did not acquire— A. We had no line in here of our own. Our own line we opened on March 4th, 1904.

Q. But your railroad was running in here, and carrying passengers and freight, just the same in 1892 as in 1904? A. Not in North St. Louis. The only way it could get in was at the west end of the Mill Creek Valley.

Q. Who conducted these negotiations that led up to the joining of the rails of the Merchants Bridge Terminal Railroad Company and the Chicago, Burlington & Quincy Railroad Company, in the Mill Creek Valley, at Seventh and Gratiot streets? A. I presume they were conducted by the different people especially concerned in it, Mr. Howard Elliott, Mr. C. E. Perkins and Mr. Morrison, our Chief Engineer.

Q. Where are they now? A. Mr. Perkins and Mr. Morrison are both dead. Mr. Howard Elliott is President of the Northern Pacific Railroad.

Q. Hadn't your road been trying to have this arrangement made for some time before it was sucessful—for a year or two? A. It had negotiated back and forth as to what it should do; whether it would build its own passenger station or go in down there. There was a difference of opinion between our different people as to whether we should try to get into the Union Station, or whether we should try to build our own station where we had gotten an option on some property at Nineteenth and Washington avenue.

Q. Had not the tracks of the Merchants Bridge Terminal Railroad Company been built for a good while down there at Eighth and Gratiot streets before that connection was made? A. Yes, for some time. As I say—

Q. Just answer the question, please. They could not get a connection? A. I don't know anything about that.

Q. They were unable, up to the time you people took hold of it, to get a connection in there? A. I really do not know what the condition was.

Q. You have been employed as an expert by the City of St. Louis, to investigate the growth and development of terminals, and you stated in your own report that it was a part of your business to investigate this growth and development: You had to have this knowledge and information in order that you might properly advise about conditions. Do you mean to testify that you have not investigated all about that failure to connect down there, and the troubles the two terminal companies had? A. Well, as to just what negotiations were between them was really not a matter that concerned me, except as a matter of general curiosity. I just had a general knowledge such as anybody might have, of what was going on.

Q. If it was a fact that the Merchants Bridge Terminal Railroad Company was kept out of the Mill Creek Valley, and kept from serving what you say is now, and was then, the most central terminal facilities in the city, by reason of the refusal of the Terminal Railroad Association of St. Louis to join rails with it and interchange traffic, would not that be an important factor in your consideration of the question of the development of these terminals? A. No; I think the situation was, as much as anything else, that the Merchants Bridge Terminal Railroad Company could not have paid to make the connection. In fact when the Terminal Railroad Association undertook to have that made, after getting control of the Merchants Bridge Terminal Railroad, it had a whole lot of difficulty, and was put to a whole lot of expense to get it made even then; notwithstanding the fact that the interested parties were members of the Terminal Railroad Association.

It had to cut through the top of the Frisco freight house, as you know, and pay a large amount of damages to go over that property.

Q. Your road put up one hundred and fifty thousand dollars, didn't it, and took it in three years' rental: Isn't that the fact? A. The arrangement made was made jointly by the Chicago, Burlington & Quincy, the St. Louis, Keokuk & Northwestern (which was later absorbed by the Burlington) and the Missouri, Kansas & Texas. They put up that rental between them, the rental being divided into three parts. That was rental for the use of the Merchants Bridge Terminal Railroad or its connection.

Q. The amount was advanced on rental, and used for the purpose of paying for the damages in making the connection there. You don't mean to testify here, as an expert, that the matter of making the payment was what was keeping the Merchants Bridge Terminal Railroad Company out? A. The settlement for getting across there was one thing that delayed the connection badly.

Q. You mean the agreement on the amount? A. Yes.

Q. Then it was not a matter of the payment? A. Yes—whether they could afford to pay for it.

Q. Hadn't they already settled the question of whether they were able to pay or not by instituting condemnation proceedings to condemn a right-of-way over the Missouri Pacific? A. My recollection is they had instituted such proceedings, but I don't believe they could have afforded to pay the real amount of damages if they had been allowed to cross there at grade.

Q. That is a matter of opinion. Isn't it a fact that the elevated structure of the Merchants Bridge Terminal Railroad Company at Eighth and Gratiot streets, and the Terminal Railroad Association, for some years were connected with the Missouri Pacific tracks, prior to the time the Wiggins Ferry Company was absorbed by the Terminal Rail-

road Association? A. You say, isn't it a fact that the Merchants Bridge Terminal Railroad Company's elevated was connected with the Terminal Railroad Association and the Missouri Pacific Railway, before the Wiggins Ferry Company was taken in?

Q. Yes. A. Yes, for a long time prior to that.

Q. Isn't it true that the Merchants Bridge Terminal Railroad was kept out of making that connection at Eighth and Gratiot streets for some time by concerted action of the Missouri Pacific Railway Company and the Terminal Railroad Association of St. Louis? A. I don't know. I think probably they were not favorable to it, but I don't know.

Q. Isn't it a fact that the Frisco Railroad finally came forward, and through its efforts assisted the Merchants Bridge Terminal and the Burlington and the Katy to get an agreement made, because the Frisco also wanted to have a connection with the Merchants Bridge Terminal Railroad Company? A. I think that is very likely. I don't remember about that, but I presume that is so, and I presume I knew about it once.

Q. You stated that the *Burlington Railway Company* was isolated in the northern part of the city and that was the reason why it wanted to get into Mill Creek Valley: I will ask you if it is not a fact that at the time it secured connection to the Merchants Bridge Terminal it had connection with the Wiggins Ferry Company on the west side of the river, and could reach a connection with the Wiggins Ferry Company? A. Yes.

Q. And the Wiggins Ferry Company had St. Louis Transfer Railway Company tracks then down the levee, didn't it? A. They were opened in 1890.

Q. That was in 1893 that this connection was made, wasn't it? A. Yes.

Q. And the St. Louis Transfer Railway Company's

tracks connected with the Iron Mountain and the Missouri Pacific on the levee? A. Yes, sir.

Q. That opened up the entire southern end of the city, didn't it? A. The southern end; yes.

Q. You stated as a reason why they wanted to get in, that they simply were cut off from the southern end of the city. Now the facts are, that they had access to these facilities I mentioned, at that time, at the southern end of the city? A. If I understand your question, you mean the Merchants Bridge Terminal Railroad Company's object in getting over the Missouri Pacific or Terminal Railroad Association—

Q. I am talking about your own road, the Burlington Road I mean, you know. A. You are talking about the Burlington going into the Terminal Railroad Association?

Q. Going in over the Merchants Bridge Terminal Railroad Company's tracks? A. In connection with that, what I meant to say was, I should perhaps have modified that by saying the Mill Creek Valley and the southern part of the Valley. I suppose I had the Eighth and Gratiot street region in mind at the time, if I said that.

Q. The Missouri Pacific Railway Company's tracks connected with the St. Louis Transfer Railway Company's tracks on the levee; and the Missouri Pacific Railroad ran up Poplar street, didn't it, into Mill Creek Valley? A. Yes. When I say "Missouri Pacific" I mean including the Iron Mountain. The Iron Mountain track it was that runs up there.

Q. No, it was the Missouri Pacific. A. That ran up the levee?

Q. No; up Poplar street? A. I think so.

Q. Hasn't the Missouri Pacific Railway a track on the levee? A. Not that I know of.

Q. The connection, then, from the Burlington yards in North St. Louis with the St. Louis Transfer Railway, down

over a connection with the Iron Mountain and up Poplar street, let it into the Mill Creek Valley also, didn't it? A. After a fashion, but a difficult connection to make, on account of the heavy grades and sharp curves.

Q. That Poplar street track is still being used by the Missouri Pacific and Iron Mountain roads right along, is it not? A. Yes, but at that time it was impossible to get long passenger cars up through the St. Louis Transfer Railway connection.

Q. You don't mean to say you ran your passenger cars in that way? You ran them in over the Wabash tracks at that time, before you came in over the Merchants Bridge Terminal? A. At that time we ran some passenger cars around there—a little later. But before the Merchants Bridge Terminal arrangement was made, we were running our passenger trains over the Wabash Railroad from St. Peter's through the Mill Creek Valley line.

Q. That was a good entrance, wasn't it? A. We had to pay the Wabash, of course—

Q. I am not speaking about what you had to pay, but the physical operation of your trains: It was the main line of the Wabash Railroad, wasn't it? A. Yes, that was a fair line—not very good.

Q. The Wabash operates its trains in that way, through the Mill Creek Valley? A. Yes. They have greatly improved the line.

Q. It has simply been put in better physical condition, and the main line of the Wabash Railroad was operated there then? A. Yes.

Q. Isn't it a fact that the reason you wanted to get in over the Merchants Bridge Terminal into Union Station was that it was the direct route, and the natural route, for your north line through the Mill Creek Valley and into Union Station? A. Yes, sir.

Q. And along the line of least resistance, over an elevated track, and avoided grade crossings? A. Yes.

Q. Are these tracks of the St. Louis Transfer Railway along the levee, and of the Missouri Pacific Railway up Poplar street, and of the Iron Mountain on the levee, still used for the interchange of business with these roads, and for the handling of freight? A. They are still used for freight business to some extent.

Q. Aren't they used right along, every day? A. Oh, yes, they are used right along.

Q. You said, in answer to Mr. Priest's question: "It seemed quite desirable for some of the lines running out of the north end of St. Louis to go over the Merchants Bridge and avoid the tunnel. Some roads have thought it advisable to go six or eight miles, or even more, out of the way in order to avoid the tunnel of the Eads Bridge."

Isn't it true that their running passenger trains out of the Union Station, over the Merchants elevated and along Hall street and over the Merchants Bridge, is simply a matter of evolution in the management of railroads, that is followed in all lines of business? That is, that operations of all kinds should be carried along the line of least resistance, and where it is easiest? A. Yes, if you take into "the line of least resistance," counting as a factor, the convenience of the public and catering to the comfort of the public.

Q. If it had not been for the failure of the Terminal Railroad Association to act promptly in connection with the Merchants Bridge Terminal Railroad, and aid and assist in obviating the use of the tunnel, this connection would have been made before 1893, wouldn't it, between the Merchant's Bridge Terminal and the Terminal Railroad Association, and the public would have had the benefit of what is now the improved service by reason of avoiding the tunnel? A. As I understand its finances and condition after, it would not. I know they took up some of their

North St. Louis extension at the time, that they could not use, because they did not see any business in sight to pay for it, and could not do it.

Q. What Company are you talking about? A. The Merchants Bridge Terminal Railroad Company.

At this point the question is read to the witness.

A. I don't believe there would have been a demand for it before that time, sufficient to cause the necessary expenditure of money to do it, until it came to a matter of getting the Burlington and the M. K. & T. trains in, after the spring of 1894. It is only in recent years that this matter of routing passenger trains around that way has come up. That has come up from entirely different causes than a matter of making the connection.

Q. Do I understand you to say, and that you want to be understood as testifying, that traffic from lines to the north or south of the city could not get into other parts of the city except through the use of the Terminal Railroad Association, and except through the use of the Mill Creek Valley? A. Before I answer that question, there are two things I will have to ask. First, you mean the entire Terminal Railroad Association's facilities?

Q. No, I am speaking of it back in 1893, when this consolidation was made by the purchase of the Merchants Bridge Terminal Railroad by the Terminal Railroad Association of St. Louis? A. Are you speaking now, when you say "couldn't they get into other parts of the city, except by means of the Terminal Railroad Association's tracks," as then existing?

Q. Yes. A. Oh, I don't say that.

Q. I will ask you this question: Is it a fact that lines from the north and south could have gotten into the city of St. Louis, in 1893, without the use of the Terminal Railroad Association's tracks? A. From the north and south?

Q. Yes. A. They could get into such parts of the city

as were covered by the St. Louis Transfer Railway Company's tracks.

Q. And no other? A. No others that I know of, so far as public team tracks and so forth are concerned, which the individual lines do not throw open to their competitors.

Q. They could have run their trains in here, couldn't they? A. They could run in by trackage arrangements, yes. They could run in from the south over the Iron Mountain or they could run in from the north over the Wabash, or the Burlington, just as the M. K. & T. came in over the Burlington, later.

Q. The Wabash Railroad had its tracks on the levee, prior to 1889, hadn't it? A. Yes.

Q. And have been running their passenger trains, Ferguson and other accommodation trains, down over the levee for twenty-five years? A. Yes.

Q. And they still do? A. Yes.

Mr. Watts: Q. Do those combination trains still come in over the levee?

A. One does; unless they stopped very recently, I think they are running one down there.

Mr. Crow: Q. The Wabash Railroad, prior to 1889, had its freight warehouses down near the Levee and near the business center of the city, didn't it? A. Yes, sir.

Q. It had pretty extensive facilities there? A. They had a pretty tumbled down affair at that time, but still they had facilities there for doing business with the public.

Q. And they had team tracks? A. They had one small team track down there, that they used to call their "iron track." It held but a few cars.

Q. The old Iron Mountain passenger station and freight station was down on Plum and Lesperance streets before 1889? A. Yes, sir.

Q. They had extensive team tracks and terminal yards there? A. They had quite a lot of facilities down there.

Q. Was there any other railroad warehouse on the levee, before 1889? A. I think in 1889 there was at that time a little warehouse on Biddle street, that had formerly belonged to the Wabash Railroad, then being rented by the Burlington Railroad. Along about that time, 1888 or 1889, or somewhere in that neighborhood. I think that is all.

Q. At that time, in 1893, when the Merchants Bridge Terminal Railway and the Terminal Railroad Association were consolidated, a car could reach any part of the city from any railroad, by the railroad or the Terminal Railroad Association absorbing the transfer or switching charges out of the freight rate, could it not? A. A car from what road?

Q. A car from almost any railroad. A. A car from any railroad here could reach any other part of the city?

Q. Where the rails reached. A. Yes, by absorbing the switching charges.

Q. Isn't it a fact that under the franchises granted to the Terminal Railroad Association, the Merchants Bridge Terminal Railway, and all of the railroads who have franchises to do switching business in the city, they are obliged to take any car that is offered to them? A. Yes, but not for delivery to their public team tracks.

Q. Not for delivery on public team tracks? A. No. I understand that is the general rule.

Q. Is that in the Merchants Bridge Terminal Railroad Company's franchise? A. Oh, you say of any railroad? Oh, no, that is part of the business of the Merchants Terminal.

Q. And also that of the Terminal Railroad Association of St. Louis? A. Yes.

Q. They are obliged to take it and deliver it anywhere? A. Yes.

Q. Doesn't the franchise of the other railroad companies, such as the Missouri Pacific, Wabash and Frisco, require

them to also deliver cars and receive cars from anyone? A. Yes, but I understand that has always been interpreted not to cover their freight houses and team tracks.

Q. Explain what you mean by that? A. I mean that one railroad providing team tracks or a freight house for its own business, is under no obligation to and is not required to allow any other railroad company the use of those particular facilities. In fact, that was so generally recognized everywhere that it was recognized in the Interstate Commerce laws, and was put in there specifically.

Mr. Watts: And also in the statutes of Missouri.

A. I think so, yes.

Mr. Crow: Q. If a car at that time, 1893, came from the Wabash Railroad, destined to an industry on any other road in the city, it could be sent to that industry, could it not? A. Oh, yes, indeed.

Q. And the Railroad Company and the Terminal Companies were bound to accept it? A. Yes, sir.

Q. And the Terminal Companies' charges—both the Merchants Bridge Terminal Railroad Company and the Terminal Railroad Association of St. Louis, for services rendered in handling cars, were fixed by their franchises, were they not? A. Yes, that was one of the reasons given for the discontinuance of the extension of the Merchants Bridge Terminal Railroad Company's facilities at North St. Louis, at that time.

Q. You have investigated those questions, have you not, as to what they were required to do? A. Yes, sir.

Q. They were required to switch all cars for $1.00 a car, and so was the St. Louis Transfer Railway Company? A. There was a variation in the St. Louis Transfer Railway Company's charge. I think they were allowed on a certain part of their business to charge $1.50 a car. The Chicago, Burlington & Quincy Railroad Company's ordinance provided for $1.00 per car.

Q. The Merchants Bridge Terminal Railroad Company's ordinance provided for a charge of $1.00 per car, did it not? A. I have forgotten whether that read one dollar or two dollars.

Q. You know what the Terminal Railroad Association ordinance provided, don't you? Those are matters of importance to people who do a large business, aren't they? A. Yes, sir.

Q. It is a subject which you would naturally investigate, as an expert on traffic questions, is it not? A. My recollection is, that the ordinance does not provide a fixed charge for the Terminal Railroad Association of St. Louis. It may have.

Q. You say their original ordinance did not provide for what that charge should be? Didn't you investigate that? A. Oh, yes, I looked into those things.

Q. That goes right to the question of dollars and cents, in the matter of operation and in the matter of handling freight traffic, does it not? A. Yes, sir.

Q. I will get you to look at this ordinance, No. 12975, section 2, and see if it does not fix the amount the St. Louis Transfer Railway Company shall charge. (Handing copy of ordinance to witness). A. We were talking about the Terminal Railroad Association of St. Louis.

Q. I am talking now about the St. Louis Transfer Railway Company. The Terminal Railroad Association of St. Louis owns the St. Louis Transfer Railway, doesn't it? A. I have already stated that it did. I think one of its ordinances allowed it $1.50 a car on a part of its business, as I stated before. (Witness examines ordinance). My recollection is, that one ordinance it has allows it to charge $1.50 per car on a certain part of its business. I have that in mind.

Q. I never could find such an ordinance. I do not say there is not; there may be such a one. A. I will answer

your question, that on a part of its business it was restricted to a charge of $1.00 per car; but my recollection is that on a certain part of its business it was allowed to charge $1.50 per car.

Q. And the Terminal Railroad Association of St. Louis is also restricted to a charge of $1.00 per car? A. The Terminal Railroad Association?

Q. Yes. A. I don't think so. I do not recollect such an ordinance.

Q. What about the Merchants Bridge Terminal Railroad Company? A. The Merchants Bridge Terminal Railroad—

Q. Had an ordinance restricting it to a charge of $1.00 per car, did it not? A. Yes, sir.

Q. That ordinance has never been amended, so far as you know? A. I don't think so. I don't remember that it has.

Q. I will ask you, Mr. Perkins, if it is not a fact that both the St. Louis Transfer Railway Company, and the Merchants Bridge Terminal Railroad Company, have been charging largely in excess of $1.00 per car; and haven't you investigated that particular question? A. Yes, they have higher rates than that.

Q. You investigated that, in behalf of the Municipal Bridges and Terminals Commission, did you not? A. What their rates were, yes.

Q. And they still make that charge, don't they, so far as you know, higher than $1.00 per car? A. So far as I know, yes.

Q. Do you know whether or not the Terminal Railroad Association of St. Louis, as it is now constituted, controls the Alton Bridge? A. It does not.

Q. It does not control it? A. No, sir.

Q. Do you know whether or not it is controlled by the officials of the proprietary lines of the Terminal Railroad Association of St. Louis? A. I understand it is controlled

by part of the proprietary lines of the Terminal Railroad Association.

Q. Do you consider it a part of the terminal facilities of St. Louis? A. Well, hardly.

Q. You said in your direct examination "In order to compete for the business of a city the railroads must, under present conditions, have access to all business localities."

Haven't the merchants of St. Louis always had access to the business portion of the city? A. Haven't the merchants of St. Louis always had access to all the business localities?

Q. Yes. A. That is not quite in line with what I said, I think—

Q. Here is exactly what you said (handing witness official copy of testimony). A. I do not mean what you are reading, but your question. You say "Haven't the merchants of St. Louis always had access to all parts of the city."

Q. No, sir, to the business parts of the city. A. The business parts of the city?

Q. Stick to the business parts of the city. A. They have, in certain ways, by teams and so forth.

Q. And also by means of the various terminal agencies that operated here? A. Not on any practical basis, no, sir.

Q. In what physical way have the properties of the Terminal Railroad Association changed since 1902, when the Wiggins Ferry Company property was absorbed, and the Rock Island and the Burlington Companies joined the Terminal Railroad Association of St. Louis—that is, up to 1905, when this suit was filed? A. There was a good deal of additional track laid to facilitate interchange and connection.

Q. Where and when? A. In 1903 there was quite a good deal of track laid.

Q. Where was it laid. That was in the neighborhood

of the World's Fair, wasn't it? A. Oh, no; there was track laid in the Mill Creek Valley. The tracks up through Hall street were rearranged. Additional track was laid down Main street, jointly by the Terminal Railroad Association and the Burlington Railroad Company. There has been a re-arrangement of tracks west of Twelfth street; and a re-arrangement of yards, and extension of yard, west of the Union Station. And there has been an extension of the Belt Line; and a re-construction of the north approach to the Merchants Bridge. There has been considerable construction in connection with the Belt Line connections on the east side.

Q. All you have described is simply a natural process of evolution in railroad development, to meet the demands of increased business? A. Why, certainly; to improve the handling of the business and provide for additional business; those two things.

Q. And which would have taken place, no matter by whom these properties were owned, if the business had demanded it as it has? A. I don't know that it would have taken place in the same form, quite.

Q. What particular connection has been made that could not and would not have been made if the terminals had been operated independently and the connection had been made in the Mill Creek Valley as it was made in 1893? A. The entire work that has been done, has been done with the idea of taking the property as a whole and making it the best machine possible to transact the business. If the facilities were all provided separately, they would naturally have to have more facilities in certain places. They could not be connected up for through operation, unless they were operated together, in the same way.

Q. But you have not yet answered my question: What particular things were done that would not have been done, had the business demand been the same, and the same fa-

cilities had been owned and operated separately. A. That I cannot say, what might have been done.

Q. I am not asking you what might have been done, but what was done.

As a practical expert you might be able to anticipate what a railroad man would naturally expect to do in a certain line of improvements, might you not? A. I don't believe there is any railroad man in the country who could tell you what a railroad might do under certain circumstances.

Q. Then what it ought to do? A. I think I know what it ought to do under certain circumstances.

Q. Then what improvements have they made, that ought not to have been made, if they were operated independently? A. If they had been operated independently, probably all these improvements ought to have been made; and, if there were no other way of getting around it, probably additional improvements ought to have been made, because it would have taken more room to handle the business.

Q. Then it was the growth of the business that caused these improvements to be made, and not the mere consolidation; isn't that the fact? A. The growth of the business has brought that about, but the consolidation probably has made possible the means to do it. Because otherwise some of the properties might not have been developed; I don't know whether they would or not; maybe they would and maybe they would not. If they had money to develop them, and could get the business to pay for it, at remunerative rates, they would certainly make the improvements.

Q. As a matter of fact, this consolidation simply wiped out competition in the transfer agencies across the river, or any room for competition, didn't it? A. I understand they are all under one control; yes, sir.

Q. Prior to 1902 and from 1893 up to 1902, the Merchants Bridge Terminal Railroad and the Terminal Railroad Association, were operated as one agency for trans-

ferring business across the river; and the Wiggins Ferry Company, operated as another and independent agency, served the same purpose; and the Inter-State Car & Transfer Company was operated simply as an agency to transfer cars across the river only. Now these lines, you know don't you, were operated (at least the two I first mentioned) under an arrangement and agreement for a division of traffic at an agreed rate for the service rendered? The Wiggins Ferry Company, the Merchants Bridge Terminal Railroad Company and the Terminal Railroad Association of St. Louis. A. They were operated under an agreement for maintenance of certain schedules of rates, you say?

Q. Yes, and division of tonnage? A. I don't know that there was any agreement about a division of the tonnage. While it may have taken various form from time to time, there were agreements in regard to freight rates, in some form or other.

Q. The rates were the same, practically? A. They were usually about the same.

Q. And there was no competition, so far as rates were concerned? A. You say prior to 1902?

Q. Yes. A. Well, I should say there always was. I think sometimes the rates were agreed to and sometimes they were not, I presume.

Q. You say the value of the services of the Terminal Railroad Association of St. Louis is to furnish an opportunity to reach track located industries? A. That is one.

Q. And that is one of the most important, is it not? A. It is a very important one; yes, sir.

Q. You said, or I understood you to say, that this unification of the terminals here in the City of St. Louis, by reason of the fact that the St. Louis Terminal Railroad Association, formed in 1889, controls so much terminal property in Mill Creek Valley, and affords access to so many track located industries, benefited very largely the City of

St. Louis? A. Well, in its general development; yes. I don't think there were many industries located on it at that time.

Q. Are there now? A. They are pretty rapidly developing on the Belt Line of the Terminal Railroad Association, with the most satisfactory results to the people out there—so they tell me.

Q. How many new industries have been started on the Belt Line? A. Curtis & Company have developed a very large plant out there.

Q. For what purpose; what business? A. The manufacture of saws and machinery.

Q. What else? A. The Wagner Electric Company that makes dynamos, a very large electric company, is located there.

The Leschen Rope Company has a very large plant. The St. Louis Frog & Switch Company. The Evens & Howard Fire Brick Company. And several others I don't think of just this minute. Those all have very large plants and are doing a large business. They have all located recently.

Q. Mr. Perkins, I want to understand your testimony thoroughly on this point: I understand you to say that one of the great benefits to the City of St. Louis and its commerce, and in general to its business, is caused by the unification of the Wiggins Ferry Company, the Merchants Bridge Terminal Railroad, the St. Louis Transfer Railway Company, and the Terminal Railroad Association of St. Louis, and that by reason of the fact that it places so many of these track located industries on the lines of these consolidated corporations, and thus enables the service to be so much better? A. Yes, sir; I say that is an advantage, so far as it goes. It is an advantage that will grow continually, as they are operated more and more as one railroad machine.

Q. Do you know that of the seven hundred track located

industries in the City of St. Louis more than five hundred are on the Rock Island, Frisco, Wabash, Iron Mountain and Missouri Pacific Railroads, and that less than two hundred of them are on the St. Louis Transfer Railway, the Wiggins Ferry Company, the Merchants Bridge Terminal Railroad and the Terminal Railroad Association of St. Louis.? A. I should say that is probably about the case.

Q. Then it is the individual and independent terminals of the independent roads that really furnish the conveniences to the track located industries of this city, is it not? A. That has been the case to a very large extent.

Q. We are talking about conditions as they exist now. A. Oh, yes; to a large extent as they exist now, that is true.

Q. Then the only service that the Terminal Railroad Association of St. Louis does these five hundred industries, located on these independent roads, is simply to deliver a car to these independent roads, and make a switching charge for it, is it not? A. No, it serves as a medium of interchange between the roads on which the industries are located, and all other railroads, or very nearly all.

Q. So far as these industries are concerned, the only service of the Terminal Railroad Association is to deliver the car and charge for switching it, or to come and take the car away, and charge for it? A. In a large portion of cases they make no switching charge for it against the industry.

Q. If a car is sent from Effingham, destined to an industry located on the Wabash Railroad tracks in St. Louis, and is handled over the rails of the Terminal Railroad Association, will the Terminal Railroad Association make a charge for delivering that car to the Wabash Railroad, or for receiving it from them? A. No, sir.

Q. Make no charge? A. No, sir; not against the shipper or consignee.

Q. And not against the industry? A. No, sir; their rate is made a rate from Effingham to the connection.

Q. To the connection of the Wabash Railroad? A. Yes, sir.

Q. Then the Wabash Railroad makes the switching charge? A. Yes, sir.

Q. How long has that method been in force? A. That has been in force, I suppose, approximately a year.

Q. That is by reason of the absorption of the arbitrary, which you talked about? A. Yes.

Q. That is true on all freight beyond the one hundred-mile limit, or on certain classes of it? A. It is true within the one-hundred mile limit, so far as the rate is concerned. Those rates are different within the one-hundred mile limit.

Q. You spoke in your testimony about this consolidation making more accessible to the mercantile and manufacturing industries of St. Louis, by reason of doing away with the team haul, and the long hauls, and the inconvenient locations: What inconvenient locations have been done away with and what team hauls have been avoided, and what new stations have been erected by the Terminal Railroad Association of St. Louis, the Merchants Bridge Terminal Railroad Company, or the Wiggins Ferry Company, since 1902? A. No freight stations, that I know of.

Q. No hauls have been done away with by that consolidation which occurred in 1902, have there? A. Well, yes; in a way. You might say it has given the Wiggins Ferry Company and the Merchants Bridge Terminal Railroad Company facilities the use of the Terminal Railroad Association's stations in the Mill Creek Valley, which have been somewhat enlarged, and vice versa.

At this point, by agreement of counsel, the further hearing of testimony herein is adjourned until Tuesday, May

12, 1908, then to be resumed at the same place, at the hour of half-past ten o'clock a. m.

Special Commissioner.

Saint Louis, Mo., May 12, 1908.

Met, pursuant to adjournment as above, on Tuesday, May 12th, 1908, at 10:30 o'clock in the forenoon.

By consent, a further adjournment was made to Monday, May 18th, 1908, at 10:30 a. m.

Saint Louis, Mo., May 18, 1908.

Met, pursuant to adjournment as above, on Monday, May 18th, 1908, at the office of the Special Commissioner, in the Roe Building, at half-past ten o'clock in the forenoon.

Present: Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Messrs. M. F. Watts and H. S. Priest appeared in behalf of the Defendant.

The following proceedings were had:

Cross examination of Mr. Perkins continued as follows:

By Mr. E. C. Crow: Q. Mr. Perkins, I will ask you if it is not a fact that prior to 1893, when the Terminal Railroad Association of Saint Louis acquired the control of the Merchants' Bridge Terminal Railway Company and its subsidiary companies, the Merchants' Bridge Terminal Railway Company and the Terminal Railroad Association of Saint Louis, were independent, competing railroad companies, competing for the business of transporting freight and passengers from East Saint Louis, Illinois, to Saint Louis, Missouri?

The question is objected to by counsel for the defendant,

on the ground that it involves conclusions of both law and fact, and not an opinion.

A. To a limited extent.

Mr. Crow: Q. Wherein was it limited? A. Limited by the restriction of the facilities which they could afford for doing the same class of business.

Q. What do you mean by that? Just explain it? Didn't they both reach the same towns? A. Both reached the same towns, but not the same parts of those towns. And their main competition would have been on through business passing through this gateway between Eastern railroads and Western railroads. The business they competed for was passing through the cities rather than a strictly local business for the city, except in cases where the location of facilities did not cut any especial figure in the matter of teaming and soforth, or, except in connection with the business located in the rather undefined limits between the facilities of the two companies—or the three companies.

Q. You have already testified that you were familiar with locations, prior to 1903, and in 1903, of the Terminal Railroad Association of Saint Louis and the Merchants' Bridge Terminal Railway Company? A. Yes, sir.

Q. I will ask you if it is not true that the Merchants' Bridge Terminal Railway Company, in 1903, prior to the acquisition of its control by the Terminal Railroad Association, did not touch every railroad, through its connections in East St. Louis, Illinois? A. Through its connections?

Q. From the connections with the Terminal Company on the east side? A. Yes, I have testified it did, indirectly.

Q. Just as directly as the Terminal Railroad Association reached them all, didn't it? A. No, sir.

Q. At that time? A. No, sir.

Q. Wherein was the difference? A. Well, the Merchants' Bridge Terminals could not have connected with a large part of the east side roads without the business pass-

ing over some of the Terminal Railroad Association properties, or the Venice & Carondelet Belt.

Q. Did not the Merchants' Bridge Railway Company at that time have a direct line down into East St. Louis? A. I think not, for connection with all of the railroads.

Q. With a great per cent of them? A. I should not say a great per cent of them.

Q. Do you state from your knowledge of the situation at that time, that the Merchants Bridge Terminal Railway Company did not have access to more of the roads, in a more direct manner than the Terminal Railroad Association had at that time, on the east side? A. My recollection is that it certainly did not.

Q. You know, do you? A. Yes, sir.

Q. We will reach that a little later.

Q. I will ask you if that service performed by the Merchants Bridge Terminal Railway Company and the Terminal Railroad Association, that I have mentioned, in carrying on business between East St. Louis, Illinois, and St. Louis, Missouri, was not that of a carrier for hire?

Mr. Priest: That is a matter of law.

A. Yes; I should say so. It is a question of what a public carrier is. I think it is proper to answer that, yes.

Mr. Crow: Q. I will ask you, Mr. Perkins, if it is not a fact that the Merchants Bridge Terminal Railway Company, in 1893, did not have more facilities, and better terminal facilities, than the terminal facilities of the Terminal Railroad Association, considering both sides of the river? A. No, sir; I should say decidedly it did not.

Q. Will you please describe and locate definitely, the terminal facilities of both those companies in 1893, giving the exact location of those facilities on each side of the river? A. I have already done that. It is shown in the previous testimony.

Q. I hardly think so. A. Well, while I would like to

say, this is purely a duplication and bringing me here and wasting my time, I don't know that there is any objection to repeating it.

Q. Allow me to ask you one question, Mr. Perkins? A. Yes, sir.

Q. What salary are you receiving from the city as an expert? A. I don't think that that has anything to do with this case.

Q. I think it is as pertinent as the remark you made. I did not call you here as a witness.

Mr. Priest: That is not pertinent at all.

Mr. Crow: I agree with you. But neither was his remark.

Mr. Priest: I think it is a very proper answer for him to say he had already answered the matter and it was useless going over it again.

A. I came here to answer any questions on either side of the case, absolutely impartially. I don't care what it is as long as it is connected with the case. I did not come here of my own motion, by any means. I was summoned to come here. I had no interest in coming here on either side of the case. But I have had to use up a very large amount of my time. I have been here several times when I was told to come here, and nobody was here, without any notice that there was any postponement. I have answered all your questions fully for the few days you cross examined me, and I am willing to answer any question I know or have knowledge of that is in any way connected with the case. The reason I made that remark was, that that particular thing had been thoroughly gone over at the first hearing.

Mr. Crow: Q. I differ with you. A. If it is to be gone over again, I suggest that we get out a map and go over it again to start with.

Q. Go over it any way you please, but answer the question. A. I suggest you get out the maps. While I have

not any hesitation in giving it offhand, I noticed that there were a good many little slips in that first testimony, when I came to read it over, apparently from misunderstanding of the questions.

Commissioner: You have a right to correct your testimony after reading it over, if there is any mistake in it. A. I did that at the time.

Mr. Priest: What he wants now is to refer to the maps.

Mr. Crow: I have no objection to his referring to the maps.

A. I don't care particularly if it is going to be a lot of trouble, but if we have to go over this again thoroughly from the beginning, I think we should have a map here and point it out; but I am not very particular about it.

At this point Mr. Pitzman's map is produced and previous question read to the witness.

A. The Merchants Bridge Terminal Railway Company, which I think at that time included the Merchants Bridge, and Merchants Bridge Terminal Railway, and so forth, had a bridge across the river, near Grand avenue on this side, with a belt line on the east side, extending south to the neighborhood of the stock yards, with a connection extending into Granite City, north of the approach. On the west side of the river, the tracks extending south from the approach to the bridge, through Hall street, Main street, and an elevated structure along the levee, south to Cerre street, turning west and coming to the surface in the neighborhood of Eighth and Gratiot street. It had two or three team tracks in the neighborhood of Eighth and Gratiot street. It had a small house—

Q. What kind of a house? A. A small freight house at the corner of Biddle and Main streets.

It had the beginning of an inclined approach to the north, but no extension of that was made for any practical purposes, and that was afterwards taken down.

It had a few tracks for general purposes, at or near Bremen avenue, down Hall street. That is about all, so far as I remember.

Q. Have you described all the connections of the east side at that time? A. No, sir, I have not described any connections.

Q. Do you consider the connections of a railroad as part of its terminal facilities? A. Yes, sir. It had connections, as I recollect it, at that time only at Granite City, with the Big Four, the Alton, and the Wabash tracks, and I think there was a connection at that time with the old Bluff Line.

Q. Wasn't there a connection over the belt lines with the roads down in East St. Louis? A. Whether one of the connections into the Venice & Carondelet Belt had been made directly at that time I am not quite sure, but I do not think it had. I think it had to go over a short piece of intermediate track.

Q. Was it so connected that freight sent from the west side to the east side roads could reach East St. Louis over the Merchants Bridge Terminal Railway Company's tracks? A. Not over the Merchants Bridge tracks, no, sir.

Q. Over the Merchants Bridge Terminal Railway Company's lines in connection with the lines it operated with? A. Yes, sir. I understood you to say directly over the Merchants Bridge Terminal Railway Company's tracks.

Q. I did use the word "tracks." A. Not over their own tracks, no, sir.

Q. It was so connected that it was used by the roads of East St. Louis for sending freight to St. Louis? A. Yes, sir, indirectly it could be used, as I said, to start with.

On the west side it had a connection with the Wabash Railroad and the St. Louis Transfer Railway, but not until—well, the connection with the Burlington cuts no

figure, because the Burlington did not begin operations until a year later.

Q. Is that the only road it connected with on the west side? A. No, sir; I think it had connection with one of the Missouri Pacific Tracks in the neighborhood of Gratiot street. That is all.

Q. Will you please describe and locate the terminal facilities of the Terminal Railroad Association of St. Louis at that time? A. The Terminal Railroad Association of St. Louis at that time had a lease of the St. Louis Bridge, and of the Tunnel, the Passenger Station at Twelfth street, and some tracks running out to a little beyond Twenty-first street. Various tracks for handling freight and passenger equipment in that neighborhood, between Twelfth and Twenty-first street.

Q. Describe where they were located? A. Very largely in the neighborhood of Sixteenth street, between Twelfth and Sixteenth streets, in the neighborhood of Sixteenth.

At that time arrangements were going on for the construction of a new Union Station between Eighteenth and Twenty-first streets.

They had on the east side of the river, for a connecting belt, the Union Railway & Terminal Company of East St. Louis, which made connections with a number of east side lines.

Q. Where did it extend from and to, that Union Railway & Terminal Company? A. It extended from the neighborhood a little west of the present Relay Station.

Q. Over the east approach to the Eads Bridge? A. Yes, sir, near the east approach to the Eads Bridge.

Q. Extending where? A. That extended up towards the north end of the island, so-called, to connections with the north group of roads.

Q. In what way did it connect with that north group of roads and what is that north group of roads you speak of?

A. That is composed of the Wabash, and the Clover Leaf, and the old Bluff Line, and the Big Four—I think it was called at that time—Bridge Junction, as it is now called—where the roads meet.

Q. It did not meet all those roads at one place, did it? A. They all come in there pretty closely, in a bunch.

Q. Didn't it connect with an independent piece of property not owned by the individual roads yet mentioned or by the Terminal Railroad Association? A. Independent piece of property?

Q. Independent of the Terminal Railroad Association or of the individual roads you have mentioned. A. I think not. I do not remember that it did.

Q. No intermediate connection with the rails of the individual roads you mentioned and the Terminal Railroad Association? A. I think so. Coming right in that same neighborhood was the Venice & Carondelet Belt, but for a while that connection was out. Whether it was out at that particular time, 1903, I do not remember.

Q. The Venice & Carondelet Road was not controlled at the time by the Terminal Railroad Association? A. It was controlled by the Louisville, Evansville & St. Louis Railway at that time.

Q. And is now controlled by the Southern Railway Company? A. The Southern Railway Company was the successor to the property of the Louisville, Evansville & St. Louis Railway Company.

Q. That connection which you think existed at that time was at a point below Madison and Granite City, was it? A. Well, I say I am not sure whether it was in at that time. I know some time later there was no connection there. Whether it was in at the time you mention, I do not remember.

Q. You are speaking of the connection of the Terminal

Railroad Association. A. I am speaking of the connection in 1903.

Q. You speak of the Terminal Railroad Association and individual roads, not a connection between the Venice & Carondelet Belt Line and the Terminal Railroad Association and individual roads? A. Whether that had connection with the individual roads there, including the Terminal Railroad Association, I do not remember.

Q. If what had, the Venice & Carondelet Belt? A. Yes, sir. I doubt if it had. But I can not say positively whether it had or not at that time.

Q. Can you say positively whether or not the individual roads you mentioned there had direct connection with the tracks of the Terminal Railroad Association at that time? A. While there were one or two short stretches of track used jointly there, I can not say offhand just what those were. I have gone over them a number of times in the past, but there were just a few rail lengths in places where they were used jointly, under various arrangements to get to the Terminal Railroad Association. There was substantially a connection, however.

Q. At that time the Terminal Railroad Association of St. Louis on the east side could only reach Madison and Granite City by operating over the tracks of other lines? A. That is true.

Q. In the same manner that the Merchants Bridge Terminal Railway Company operated over other lines to reach East St. Louis? A. Yes, sir.

The Terminal Railroad Association of East St. Louis, also had at that time a line running out from the Relay Station towards the National Stock Yards and connection with the Conlogue Railway, which was then controlled by the Vandalia Line.

And also it had St. Louis proper freight stations east of Twelfth street.

Q. How many freight stations? A. Two.

Q. Located where they are now? A. Yes, sir, but smaller in extent.

Q. That is the extent of those facilities? A. I think I have not mentioned that it had connection at the location of the present Relay Station with several of the eastern lines, the Ohio & Mississippi and the Evansville & Terre Haute, I think it was called at that time, now called the Vandalia Line.

Q. That is all, is it? A. And one of the smaller lines taken in by the Illinois Central. I think that was taken in later. I think I have mentioned everything now.

Q. Isn't it a fact that in 1893, then and before the acquisition of the Merchants Bridge Terminal Railway Company by the Terminal Railroad Association of St. Louis that the Merchants Bridge Terminal Railway Company had facilities for connecting with and had business with every railroad on the west side save and except the Terminal Railroad Association of St. Louis and the Missouri Pacific Railway track in the Mill Creek Valley? A. Why, no. It had no connection with the Frisco or with the Mill Creek Valley Line of the Wabash.

Q. It had connection with the Wabash Railroad north of Washington avenue, didn't it? A. The reason I mentioned no connection with the Mill Creek Valley Line of the Wabash Railroad is that that is the only part of the Wabash Line, that the Colorado Line, which is now the Rock Island, had trackage rights over.

Q. The Colorado line at that time extended only to Union, fifty-four miles out? A. It was very small.

Q. It simply had right-of-way from Forsythe Junction in Forest Park in St. Louis, over the Wabash tracks into Union Station, and no further? A. Yes, sir.

Q. So the connection of the Wabash Railroad beyond

Union Station availed the Colorado Road nothing? A. No, sir.

Q. Except as any carrier might avail itself of those facilities? A. Yes, sir, that is correct.

Q. Isn't it a fact, Mr. Perkins, that at the time I mention, 1893, the Merchants Bridge Terminal Railway Company had connection with every east side road through its terminal facilities on the east side and freight was actually handled from all those roads on the east side to the west side roads and *vice versa*, over the Merchants Bridge Terminal Railway Company's property? A. No, sir; except as I have said, indirectly. It had no direct connection. That does not mean that the business could not be handled. It could be handled.

Q. Wasn't it handled? That was in the question as I asked it.? A. I presume it was in some cases. But not in very large volumes.

Q. Don't you know that in 1892 and 1893 the Merchants Bridge Terminal Railway was handling a large volume of business over the Merchants Bridge between east side and west side roads? A. Your question I think was as to all of the railroads of East St. Louis?

Q. Answer the question I am asking you now. A. I think it had a considerable volume of business, but what that was I am not prepared to say now. I do not know what it was at the present time.

Q. The only indirection about the movement of freight over the Merchants Bridge Terminal Railway between the east side and the west side lines, between East St. Louis and St. Louis, was some indirection that would take place over the Terminal Railroad Association tracks between St. Louis and Madison and Granite City, Illinois? A. Exactly.

Q. And that indirection was not such that it would interfere at all with the practical operation of the railway, was it? A. Well, as business does everywhere else, to use the ex-

pression I think you originally used—it naturally went in the line of the least resistance.

The business naturally went to the Merchants Bridge Terminal Railway where its facilities were located to the best advantage, and business went to the Terminal Railroad Association facilities where it could go there to the best advantage. It was simply a matter of the people who controlled the routing of the business sending it in whichever direction they found it to their advantage.

Q. But it was naturally backward and forward over both these lines between Granite City and Madison and East St. Louis, Illinois, and St. Louis, Missouri? A. Certainly.

Q. I will ask you if it is not a fact that in 1893 the Merchants Bridge Terminal Railroad Company of St. Louis, Missouri, did not have more track located industries upon its rails that did the Terminal Railroad Association? A. Both had so very few at that time that it would be difficult to answer that question. The actual number of both of them is actually insignificant.

Q. Are you able to say which one would have the more at that time or was considered to have more?

(Witness pauses).

Q. If you don't remember about it, never mind. A. I was trying to think up exactly what they were. I can think of three that might have been on the Merchants Bridge Terminal Railway at that time. I am not sure they were actually put in at that time. I know one was, but whether the other two were I am not sure. They were so very few, I think the number would be well within a half dozen on each and I can not say now which one had the most.

Q. At that time? A. Yes, sir.

Q. I will ask you this question: Isn't it a fact that in St. Louis, Missouri, at this time on the properties of the Merchants Bridge Terminal Railroad there are many more track-located industries than there are on the rails of the

Terminal Railroad Association? A. That is taking in all extensions that have been made since that time?

Q. The tracks as they stand today. A. Yes, sir, I should say considerably more.

Q. Mr. Perkins, isn't it a fact that— A. Especially if you leave out the Central Belt. If you regard that as a separate property. It would be rather a question of whether that would belong to the Merchants Bridge Terminal Railroad or to the Terminal Railroad Association development. Of course, that goes to a certain extent on its own merits, but it connects with the Merchants Bridge Terminal Railroad Company's property and does not connect directly with the Terminal Railroad Association property. If one takes that into consideration there are very decidedly more track-located industries on that property than on the Terminal Railroad Association property in the Mill Creek Valley.

Q. The franchise for that, of which you speak, was granted to the officers of the Merchants Bridge Terminal Railroad Company, wasn't it? A. No, sir, there was a franchise granted for extension. There were several franchises granted. The present belt as it stands is a combination of two or three of those. It connects, however, with the old Merchants Bridge Terminal properties and it does not connect with the Terminal Railroad Association properties, directly.

Q. I will ask you if it is not a fact that in 1893, at the time of the acquisition of the Merchants Bridge Terminal Railroad Company's property by the Terminal Railroad Association that the Terminal Railroad Association had no rails north of the Eads Bridge on the levee? A. Yes, sir.

Q. Did the Terminal Railroad Association at that time have any rails anywhere north of the Eads Bridge adjacent to the river front? When I say adjacent, I mean in the vicinity. A. No, it had none adjacent to the river front.

In fact it had none anywhere north of the line of the Eads Bridge.

Q. And all of the territory north of the Eads Bridge, in St. Louis, Mo., had to be reached then through what you would call intermediate connections or indirect connections from the Terminal Railroad Association tracks? A. Yes, that had to be done by the St. Louis Transfer Railway Company or the Merchants Bridge Railroad Company or the Wabash.

Q. And that business, however, was carried on over the rails of the Terminal Railroad Association to industries in North St. Louis? A. Yes, sir.

Q. And it was done in a practical manner? A. Yes, sir.

Q. Now, I will ask you if the Wiggins Ferry Company did not have facilities in 1902 at the time it became the property of the Terminal Railroad Association that exceeded in extent on both sides of the river the facilities of the Terminal Railroad Association, leaving out now the matter of warehouses from the present consideration. A. Independent of the Merchants Bridge Terminal Railroad Company?

Q. Yes, independent of the Merchants Bridge Terminal Railroad Company now. A. Their facilities on the west side of the river were spread over a greater area, a greater length I should say, on account of the north and south side lines. The capacity of their public team tracks, however, was not half that of the Terminal Railroad Association. They reached, on the other hand, a considerably larger, much larger, body of private industries and independently they had more complete and direct connections with the railroad companies.

Q. With all the railroads or with more railroads? A. I say, more complete connection with the individual railroads. Neither company had connection with them all. The Wiggins Ferry Company for example, connected with

the Iron Mountain, and Wabash, and Burlington. Of course, you count the Iron Mountain and the Missouri Pacific as one property and say the Missouri Pacific. They did not, however, connect with the Frisco.

Q. No direct connection? A. No direct connection with the Frisco.

Q. The business of sending freight, however, or cars, was carried on over the property of the Wiggins Ferry Company to the east side lines by way of a connection in the Mill Creek Valley with the Iron Mountain track? A. Yes. sir. On the east side of the river they had connection with all the lines up and down the levee. Their connections there were complete and all of a direct nature.

Q. When you say "direct" you mean the rails of the Wiggins Ferry Company touched the rails of the individual roads? A. When I am speaking of the Wiggins Ferry Company I am speaking of all their allied property.

Q. Yes. Now, isn't it true that in 1902 all the railroad companies in St. Louis, Missouri, could reach very practically and speedily the rails of the Wiggins Ferry Company and did so for the purpose of sending cars backward and forward? A. All the west side lines reached them?

Q. Yes. A. Well, with the exception of the Frisco and the Rock Island, as I have mentioned. They did not reach them.

Q. The Rock Island? A. Well, the Colorado road.

Q. Could not the Colorado Road reach them through the Wabash? A. No, sir.

Q. Could not the St. Louis Transfer reach the Wabash on the Levee at the Eads Bridge? A. But the Wabash north St. Louis line had nothing to do with the Colorado Road.

Q. But they had the same right to use them by payment of the price demanded, as any other road would have? A. Only such rights as they would have to use any rails.

Q. That is what I say. I believe you misapprehended my question. I am not asking for the direct rail connection, but I am asking you if it is not a fact that all the roads could and did use the Wiggins Ferry Company's tracks for the purpose of handling the business of St. Louis, Missouri? A. Yes, sir; I said that. I said they reached it indirectly through some other railroad but had no direct rail connection.

Q. I will ask you, Mr. Perkins, if you make any distinction between a terminal railroad designed only for furnishing connection for interchange of traffic between different roads, having terminals in a given city, and a terminal railroad owning all these terminals, either freight or passenger, of every description, in a city, and controlling all communication across the adjoining river? A. That says "owning and controlling." Does it say "operating," too?

Q. Owning and controlling all communication across the adjoining river? A. Well, I would say the principle is the same. There is a great difference in degree and scope between those two limits you have set. There might be all sorts of degrees of furnishing facilities between those two limits you have set to the ownership and control of means for interchange, and means for the collection and distribution of traffic. Those are the two things, as I understand it, your question covers. Ownership or control of the facilities providing means for the interchange, first providing means for simply the interchange of traffic, secondly, providing means for the collection and distribution of traffic.

Now I should say there is very litle difference in the principles underlying the ownership and control of all those things. But all degrees between those two limits.

Mr. Priest: You mean to say the common measurement is the business arising, whether large or small, or whether confined to one municipality or extended to the adjoining municipality? A. I do not quite think that was the ques-

tion. It was a question rather of the extent of facilities owned or operated by some one agency, owned and controlled by some one corporation—the extent of those facilities.

In other words, whether they are simply a connecting track, or whether they are a collection of yards, team tracks, freight houses, and soforth, in addition to team track.

Mr. Priest: I did not understand General Crow's question as you do. I do not know that the General understands it as either of us does. I understand his question to be simply this: Whether you make any distinction between terminals confined to a single municipality, or whether terminals which connect several municipalities, being within the same business radius.

Mr. Crow: That is not the question. The question is directed at this proposition: Whether or not there is any distinction between a terminal railroad company that is designed and used only for the purpose of furnishing connection for the interchange of traffic between individual lines having individual terminals in a city, and a terminal railroad association that controls all of the terminal properties and means of communication between the city and over an adjoining river.

It goes to the use of the property as well as the ownership and control of it.

A. Well, now, that puts another element into the question, when you speak of use. And that is, one question—and that is why I tried to get at it when you said "ownership and control."

Mr. Crow: Yes, that is right, and I was going to follow it up by asking you whether the use and operation of those facilities would make any difference. But counsel on the other side seemed to want me to explain it and I did so. I did not want to put it all in one question.

A. My answer covers it, then?

Q. You have answered it from your standpoint. A. There would not be any difference in the principle underlying that, but all degrees to the extent to which said terminal properties could be used.

Q. I will ask you, Mr. Perkins, if you make any distinction between a terminal railroad designed and used and operated only for the purpose of furnishing a connection for the interchange of traffic between different roads, having terminals in a given city, and a terminal road designed and used in controlling and operating all the terminals for freight or passengers in the city and controlling and operating all means of communication across an adjoining river? A. Yes, sir. The first proposition, laid down in that question covers simply a medium of exchange between the railroads themselves and has nothing to do with the direct dealing with the public.

In the second proposition the terminal company, or whatever you call it, would be used as a medium of doing the business between the railroads and the public.

Q. As an independent carrier? A. If it is an independent company and not acting as agent of the railroads.

Q. I did not say anything about agent in my question. A. I simply answered it by saying that if the terminal company is organized independently to act as a means of doing business between railroads that have no direct facilities for dealing with the public, and is so operated, not as a part of the railroad facilities, but is operated entirely independently, then it would be quite different from the first case.

Q. It would be the difference between an operative company and a mere terminal line, wouldn't it? A. That might be so. But in the first case it might be an independent operative company, too. It might or might not be. It would depend simply on whether it was operated by the railroads for their benefit, or whether they simply operated over it, or whether a company entirely apart from the railroads

controlled and operated that. As is the case in a great many places.

Q. But in the statement of fact in the question I put to you, the second part of it, whether they control the facilities and own and operate them across an adjoining river to a city, makes a connecting line of the railroad, doesn't it? A. I would say, in a great many cases it would. That would depend upon the organization.

Q. In the statement I gave you, it makes it a connecting line, doesn't it? A. Presupposing an entirely independent company and operated by itself, yes.

Q. Not presupposing anything that is not in the question. A. The question, I do not think carries the principles of such an answer in itself.

Q. You say the question as put to you does not make in the second instance a connecting line? A. It might or might not make a connecting line. I will say that. It may perfectly well be a connecting line. On the other hand it might be so operated that it would be simply a part of the other line.

Q. Will you reflect for a moment, by means of collecting your thoughts.

The statement was that this terminal railroad company owned and operated all these facilities. Nothing was said about anybody else owning them or controlling them or having any agency. I tried to put it that way purposely. A. I think all I could say to that would be as to whether it were an independent carrier—

Q. I did not say independent carrier. I said independent line.

Mr. Priest: Let him answer the question.

A. As to whether is was a connecting line?

In ordinary railroad language it would not be exactly a connecting line except where the business was operated independently and not as a part of the service of the lines out-

side of the terminal district or switching district, or whatever you may call it. In one way, I suppose, technically, it might be called a connecting line. One would speak, perhaps, of an agent of the railroad, turning business over to his connection, possibly, when he turned it over to a company operating with separate engines and not under the same set of operative officers.

I think one method of distinction might be that possibly it would depend upon whether a regular separate freight rate or regular division of freight or passenger rate were made by the two companies, as connecting lines, or whether they were simply paid a certain sum to take care of the terminal business of the company, just as railroads pay to an omnibus company, or drayage company.

It would certainly be a part of the through service, I should say,—a part of the through freight and passenger arrangement.

Q. Independent of the terminal service: Is that what you mean? A. Independent of such terminal business as they would do directly and solely for the public.

Q. Pardon me, Mr. Perkins. I am not interpolating that word "independent service" into my question. I asked you if you meant, when you said "part of the through service" you distinguished between the terminal service and the through service? A. Why, yes; the terminal service as such would consist of two parts, perhaps: That which is done in connection with the railroad companies for which the terminal company receives and distributes freight and passengers, interchanges freight and passengers, and the business that is done directly for the public, without any direct connection with any other company.

Of course, almost any terminal company that reaches any number of industries, to a certain extent does a local business through the switching of cars from one place to another.

In the case, as you have put it, taking cars as a complete transaction from one side of the river to the other side of the river, that is a different class of business from the providing of terminal facilities for the railroad companies.

That is a case of doing business as a Switching Co., independently of the railroads.

I suppose in that case it cuts no figure whether they are borrowing the equipment of a railroad company to do it, or providing their own. Almost any terminal company does a certain amount of that business. Now I suppose there would be cases in which a terminal company of that kind would be regarded directly as a connecting line.

I think that might be so in connection with certain of the coal roads in Illinois, that I have mentioned. They are unwilling to take any part in getting that business, so to speak, across the State boundary. I rather think there was a good deal of fallacy in the position—but as I understand it some of the coal roads want to confine their business to Illinois and make no arrangement with the Terminal Company for handling the business across the river—but deliver the business to the Terminal Company as if it were a separate railroad company.

In that case I should say for practical purposes that the Terminal Company was a connecting line, although the originating line I think claims it is not. I should not suppose the latter claim could be maintained.

These are the three classes of business I should say a terminal company would do. It does business for railroads as their agent. It interchanges business between railroads. It does a local business of its own for the public.

I think that is about as clearly as I could answer the question—which is sweeping.

Q. I will ask you, Mr. Perkins, if it is not true that prior to 1903, when the Terminal Railroad Association acquired control of the Merchants Bridge Terminal Railway, that

the Merchants Bridge Terminal Railway, the Wiggins Ferry Company and the Terminal Railroad Association were all operated, controlled, and made an independent charge, separate from the individual railroads, entering Saint Louis, Missouri, and East Saint Louis, Illinois? A. Yes, sir.

Q. I will ask you if after the acquisition of the Merchants Bridge Terminal Railway Company by the Terminal Railroad Association of Saint Louis, if the Terminal Railroad Association of Saint Louis and the Wiggins Ferry Company were not operated independently of the individual roads entering East Saint Louis, Illinois, and Saint Louis, Missouri, and made a separate charge as a carrier, for service rendered? A. Yes, sir.

Q. I will ask you if it is not true that in the operation and use of those properties in the manner indicated by the last two questions, those roads, the Wiggins Ferry Company and the Terminal Railroad Association, were not independent carriers, and not agents, merely of the individual roads? A. You say in 1903?

Q. Yes, 1902. Before the consolidation. A. Why, yes; the Merchants Bridge Terminal Railway Company and the Wiggins Ferry Company were so entirely, and the Terminal Railroad Asociation was to a certain extent.

Q. Wherein was there any difference in the operation of the Terminal Railroad Association and the Wiggins Ferry Company properties, so far as being independent of the railroads is concerned? A. Prior to that time the railroads did not own or control either the Wiggins Ferry, or the Merchants Bridge, and the Merchants Bridge Railway Terminal Company.

Q. This was prior to 1903? A. Yes, sir. And, as I tried to point out, the situation has changed gradually. Only a part of the roads controlled and owned the Terminal Railroad Association properties. The Terminal Railroad Association and its properties did business for every other rail-

road on a similar basis that it did for its own stockholders.

Q. But in the method of its operation, so far as its charges were concerned, and its dealing with the public, it dealt with the public as an individual corporation, separate from the railroad, and made its independent charges? A. Yes, sir. It operated independently.

Q. And the distinction you make is as to the ownership of the Terminal Railroad Association and the Merchants Bridge and the Wiggins Ferry, in 1903 and prior thereto? A. Well, yes. The distinction I made is as to its ownership and the control of its policy. So far as its actual operation was concerned it was actually independent, as if a separate company.

Q. I will ask you if it is not a fact that you stated in a report that yourself and Mr. Moore made, I believe, as experts, on this terminal situation, that a terminal corporation operated as a terminal agency should not be one operated for profit or gain, but should be organized and clearly recognized solely as an agency of the combined railroads? A. That is what we represented as the ideal condition as far as we could.

Q. I believe you stated the other day that the warehouses provided now by the Terminal Railroad Association were inadequate for the handling of freight at this time? A. I did.

Q. Do you know the number of industries that are located on the Terminal Tracks proper? A. No, sir.

Q. Did you ever investigate that? A. Yes sir, but I could not say right now what the number is.

Q. You have a memorandum of it? A. Yes, sir, I think I have.

Q. Could you lay your hands on that, do you think? A. I think I could tomorrow.

Q. I meant that. I supposed you had investigated these questions, and this would be the proper source to get them. A. I think I have that in my files.

Q. Did you also investigate the number of track located industries on the Merchants Bridge Terminal property proper? A. Yes, sir.

Q. You also have that memorandum? A. Yes, sir, I think so.

Q. You also have the number of track located industries on the Wiggins Ferry Company property? A. Yes, sir. As a matter of fact those are all published in very simple shape in the switching tariffs of those properties.

Q. I suupose you made an independent investigation? A. I will see if I have that memorandum. But if I have not that memorandum I can verify the other from my personal knowledge, if that is what you wish, by checking them over and thinking over them at my leisure.

Q. I believe you stated the other day, in answer to my inquiry, that for freight purposes you regarded Mill Creek Valley as the best terminal property in the city, everything considered? A. That is the most centrally located district.

Q. That is what I meant. A. Yes.

Q. You spoke the other day about the acquisition, I believe, of the Ranken tract, by the Terminal Railroad Association? A. Yes, sir.

Q. How far from the Union Passenger Station is the Ranken tract located in point of blocks? A. That would be approximately ten blocks.

Q. Westward, and immediately up the Mill Creek Valley? A. Yes, sir. The Terminal Railroad Association had acquired quite a little property in that neighborhood in addition to the Ranken tract.

Q. By lease? A. Probably by purchase. Part of the property is purchased and, in fact, part of the Ranken property was purchased outright. There were quite a number of heirs to that property and a part of their interest was purchased outright and a part leased. Robert Ranken's part was bought outright.

Q. Whereabouts is the additional property located with reference to the Ranken property? A. Both east and west.

Q. What is the extent of it? A. I do not think I can say, offhand.

Q. As much in area as the Ranken property? A. No, sir.

Q. There is about 35 acres in the Ranken tract?

Mr. Watts: There are 37 acres in the Ranken tract.

A. No. There are about 18.6 acres not including streets and alleys. Probably about 21 acres including streets and alleys.

Mr. Watts: Just as it stands today? A. There are a lot of streets that were dedicated but never have been opened.

Mr. Crow: Q. There are streets, however, just the same?

A. Streets that must be closed to make use of the property but even that would bring the area below what you said. I made a memorandum of that at one time.

Q. It makes about 38 acres and a fraction, without the streets, in the leased property? A. No, approximately, 21 as I have stated.

Q. The property adjacent, that was acquired as a property without any improvements or incumbrances upon it, in the shape of buildings? A. Part of it is and part of it has some small dwelling houses on it.

Q. None of it goes north of the adjoining street—I mean where the Market street line runs? A. None of it goes north of the street cars, no.

Q. I don't know what that street is there? A. The Old Manchester Road.

Q. Mr. Perkins, is the property described there as the Rankin property located on or near Compton avenue, a desirable property for freight facilities to provide warehouses and team tracks? A. Yes, I should say so. Of course that was not the controlling factor, but it was in accordance with my recommendation—

Q. I am simply asking you if it is practical to use it for that purpose? A. Yes.

Q. Then all property that far west you regard as practical for such purposes? A. Yes, sir, I recommended that it be bought.

Q. It is as good property as could be acquired in the Mill Creek Valley? A. I recommended that it be acquired for that purpose.

Q. This property that intervened between that and Union Station and down to Gratiot street would be good property, wouldn't it? A. South of Spruce street, I should say, yes.

Q. South of Spruce street? A. Yes, possibly a little south of Clark avenue.

Q. Spruce street runs east and west, parallel with the Mill Creek Valley? A. Yes.

Q. Did I understand you to say in your testimony the other day that no property could practically be acquired for terminal facilities, for freight purpose, such as team tracks and lead tracks, in the Mill Creek Valley, in addition to what the Terminal Railroad Association, the Missouri Pacific, Frisco and the Wabash Railroad already had? A. No, sir.

Q. I got that impression and I wanted to be clear about it? A. No, sir. I think you will find I stated there, in addition to what they might need for necessary and reasonable extensions for the future.

Q. I will ask you then, if this is a fact: That there is additional property in the Mill Creek Valley that the Terminal Railroad Association could now and for many years past could have acquired, that would have been suitable and practicable, as much so during the whole period as any property in the city, for team track and warehouse and freight house purposes? A. Well, yes, but I should not want to mix my answer up with any matter of prices.

Q. I am not saying anything about prices? A. Regardless of prices I might say yes.

Q. I will ask you if it is not a fact that the price fixed on the Rankin tract was a reasonable price? A. I thought it pretty high.

Q. I am speaking of it now as Terminal property, considering the size of the city and the railroad interests? A. I believe it was a much higher price than could have been obtained for the property in any other way. It was a very high price to pay for such property.

Q. For terminal use? A. Yes, considering its location, I want to say.

Q. Do you consider the price that was paid or the rental which fixed the valuation of the Rankin land was a high and unreasonable price, taking it for terminal property and the purposes for which it was bought, considering the city of St. Louis, its size and railroad interests in comparison with other cities, and the value of terminal properties of a similar kind and class in other cities in this country? A. That, of course, depends upon several factors. First, whether it is known that the railroad actually needs the property and must have it upon any terms, in order not to be absolutely swamped in its business. Secondly, location of the property as compared with the best business parts of the city. And, thirdly, the uses for which the property is being put or is likely to be put, and other uses to which the property might otherwise be put.

Those three things, of course, have to be taken into consideration.

Of course, my knowledge of the price of real estate simply comes from general knowledge of what I have known of prices paid by railroads for such property, and what experience I have had in having to get property for railroads I have been connected with.

I would say this: I have from time to time investigated

the prices of property where I was figuring on what might be done. I would say that, but I could not say I am qualified to pass on the value of real estate, because I am not. I could only give my own general impressions from my experience in dealing with real estate from a railroad point of view.

Q. But you have been employed for the purpose of passing on this terminal problem here, and you have passed upon that question, and would not that inform you as to the value of ground to be used for terminals? A. I have already outlined what my exerience has been in that respect.

When I want to get some idea of what property could probably be acquired for, or whether probably for a practicable price or not, I ask some real estate men representing different interests. I might go to two or three firms in the real estate business and say: "About what do you think would be a fair price and what might be demanded for a certain piece of property?

Q. Haven't you investigated the prices paid for similarly situated terminal properties in other cities with a view of determining whether or not it was practical for the Terminal Railroad Association to purchase sufficient terminal property? A. I have known of the prices paid for a good many different pieces of property. The conditions in all of them vary extremely. I don't carry them all in my head particularly.

Q. Take your knowledge of the value of terminals in other cities, similarly situated, and you say now that was an unreasonable valuation? A. I do not say it was unreasonable. I say it always struck me as a high price to pay for that particular piece of property, situated as it is, and in regard to the availability for other purposes.

Of course, the prices of property for railroad purposes has been advancing of late years. But it is a tremendously high price compared with what was paid for all of the rail-

road property up in North St. Louis until you get down south of North Market street. This would not be a high price for property bought in the neightborhood of Twelfth street.

I should say if that had been property east of Twentieth street it would be a very reasonable price, indeed, and perhaps a low price.

Q. East of Twentieth street? A. Approximately so. Ten blocks further east of its present location, say.

Q. Are you familiar with what the Terminal Railroad Association sold two blocks of land for some eighteen years ago to the Burlington Railroad Company in St. Louis? A. Not at the present time. I don't remember at all about that.

I have seen prices paid for various pieces of property, but the matter has not come into my head for a great many years.

Q. I will ask you if you know if you investigated to find out whether or not east of Twentieth street the Terminal Railroad Association could have acquired property for the same or a less figure that would be equally adaptable when acquired as the Rankin tract, for warehouse and team track purposes? A. Well, people from time to time have spoken to me about property they would like to sell to the Terminal Railroad Association, with which I told them I had nothing to do.

And I have heard of pieces of property offered to the Terminal Railroad Association at various prices. I don't know how far they ever got with negotiations for such pieces of property.

I can not say now what they paid for such pieces of property as they had.

Q. Was it a less price than the Rankin tract was valued at, or about the same? A. I think some of them less and some of them more. I know certain parties were inter-

ested in getting up a scheme for the use of the property west of Twelfth street and south of Clark avenue. They expected to propose a considerably higher rate than that.

I think there was a man named Peck who got options on a whole lot of property there and had a scheme to wipe that all off and make a freight or terminal station or something of that kind there. But his idea of price was a good deal higher than the Rankin property.

I can not certify to it, but I have heard that the Tiffany property, I think it was, at Eleventh and Spruce streets, was offered to the Terminal Railroad Association at a considerably higher rate than that, and later sold at a higher rate than that, to parties who were putting up a warehouse.

Q. You did not investigate the values of property that might be used for terminal purposes in the Mill Creek Valley? A. I can not say I did make a general investigation of it all. Only in a general way, different pieces of property I asked about.

Q. That would be one of the problems you would have to determine, wouldn't it, in making a recommendation? A. Oh, yes, I have a general idea of what the property might be got for or could be sold for.

Q. Do you know the Frisco renewed its leases on the property on Spruce street east of Eleventh street for ten years at a valuation of three dollars and ten cents per square foot? A. No, sir; I do not know it.

Q. Haven't you heard that? A. No, sir; I do not remember hearing the valuation. I think that is very likely, and if that is the case that is a fair basis.

Q. Isn't it a fact that property can be purchased say from Gratiot street west as far as Grand avenue, on the south of the Frisco and the Missouri Pacific tracks there for approximately an average of three dollars per square foot? A. I think there are some pieces that can. They are rather badly cut up, though.

Q. Didn't you investigate that question? A. Oh, yes, I went over that property.

Q. Did you make any calculation as to the extent of territory from say Seventh street and Gratiot street out to Thirty-sixth street, or Grand avenue, that might be utilized for terminal facilities? A. Yes, I went all over it and made a map of my own, a map I used for a long time, showing just what could be used.

Q. How many acres could be used? A. I don't remember now.

Q. Isn't it approximately, considering the streets, if they were condemned, and adding that to the total area, about one hundred and fifty acres? A. Beginning where?

Q. Beginning at Seventh street and running out to Thirty-sixth street—that is, Grand avenue? A. Why, no, I should not think so, or anywhere near that.

Q. You would not think so? A. No, sir

Q. That would be about twenty-eight blocks, wouldn't it? A. No, sir, I do not believe it. I doubt if there are fifty acres available. I do not care to make any different estimate now.

Q. It is a very easy matter to make that estimate by taking the blocks as they occur? A. Not so easy as you might think, considering what is on some of them.

Q. Is there anything on any of them that could not be removed? A. You could remove the Eads Bridge, if you want. You could remove anything.

Q. It would not be terminal property if the Eads Bridge was removed? A. What I mean is, you can remove anything from property if you can pay for it.

Q. All kinds of buildings were removed for the purpose of making terminal property, weren't they? Considering it without reference to the question of price of making it. I am talking now about the amount of ground that might be utilized there?

Mr. Priest: I suppose you might utilize the whole city.

Mr. Crow: The whole city does not lie in Mill Creek Valley and this property does. That makes a difference.

Mr. Priest: It is contiguous to it.

Mr. Crow: Your witness has said that Mill Creek Valley is the proper place for centrally located freight terminals. I am taking him on his own statement and I think he is correct about that.

A. I think very limited areas are available on the south side. Here and there are different sized tracts that are available if they could be obtained.

Q. From Seventh street to Twelfth street is five blocks, isn't it? A. Seventh street to Twelfth street on the south side is pretty well occupied.

Q. What is it occupied with? A. The Merchants Bridge Terminal Railroad Company's tracks down Gratiot street. And Gratiot street is a main thoroughfare up and down there, and south of there the land is very rolling. The Terminal Railroad Association team tracks now extend west to Twelfth street, occupying all the available space south of Gratiot street, right up to the edge of the curb.

Q. You say that territory is occupied? A. Yes, sir.

Q. From Twelfth to Sixteenth streets, it is occupied south of the Frisco tracks, by the tracks of the Terminal Railroad Association? A. No, sir; there is quite a little property in there available for terminal purposes.

Q. What will those blocks average, two hundred and fifty feet in length, do you think? A. I think two or three short blocks and one pretty long one.

At this point a recess is taken until 2:30 p. m.

After recess on Monday, May 18, 1908, the following proceedings were had:

Cross-examination of Mr. A. T. Perkins continued:

Q. Did I understand you to say that between Seventh and Twelfth, south of the Frisco tracks and north of Chou-

teau avenue the ground was occupied by railroad tracks? A. Between Seventh and Twelfth streets south of the Frisco tracks, is that right?

Q. Yes, and north of Chouteau avenue. I understood you to say it was occupied by tracks. I want to find out if I understood you correctly? A. I said, north of Gratiot street. You remember, I said Gratiot street was a thoroughfare there.

Q. How much space in there is occupied by tracks, between Gratiot street and the Frisco tracks and between Seventh and Twelfth streets? A. Most of it is. The tracks go to the edge of Gratiot street, up to the sidewalk.

Q. How much is that—a block or two blocks? What is the distance between the Frisco tracks and Gratiot street? A. Not a very great distance.

Q. As much as a block? A. There is not a block of open property there, no.

Q. There is a block in extent, without regard to whether it is open or not. Is there a block in extent between the Frisco tracks and Gratiot street? A. Oh, yes, just about a block.

Q. There is no intervening street between Gratiot street and Frisco tracks and between Seventh and Twelfth streets? A. No open street, no, sir.

Q. What would you judge it to be, two or three hundred feet in distance between Gratiot street and the Frisco track? A. I should say not more than a couple of hundred feet.

Q. Do those tracks between Gratiot street and the Frisco tracks and Seventh and Twelfth streets extend the whole length from Seventh street to Twelfth street? A. Yes, sir; about the whole width, somewhat irregularly arranged, on account of the contour of the ground. It had to be built up in certain places and there are driveways in there; driveways coming in from Twelfth street, that wind around.

Q. They go through there from Seventh to Twelfth streets, those tracks? A. They go through there, parts of them, yes.

Q. Are they team tracks or warehouse tracks? A. Team tracks.

Q. And used for that purpose? A. Yes.

Q. Aren't those team tracks on the property of the Merchants Bridge Terminal Railroad Company? A. Yes, sir. They are the extension of the old Merchants Bridge Terminal Company's tracks.

Q. They stop at Twelfth street, don't they? A. Yes, except for certain spurs going into certain industries there.

Q. But the team tracks stop at Twelfth street? A. Yes, sir; and there are a few industry tracks that cross Gratiot street into mills and so on.

Q. The Terminal Railroad Association proper has no tracks between Seventh and Twelfth street south of those tracks of the Merchants Bridge Terminal Railway Company which you have described? A. No.

Q. From Twelfth to Eighteenth street, south of the Frisco tracks and north of Chouteau avenue, are there any railroad tracks, and if so, of what companies? A. There are a number of tracks there, branching out from the Missouri Pacific.

Q. Are there any terminal tracks used for team track purposes, or warehouse purposes, or anything other than spurs to industries? A. I think not.

Q. Neither the Merchants Bridge Terminal Railway nor the Terminal Railroad Association has any tracks in that territory from Twelfth to Eighteenth street, bounded on the north by the Frisco tracks, on the south by Chouteau avenue, unless one or two spur tracks, and they are principally from individual roads, aren't they? A. Yes, the Missouri Pacific.

Q. From Eighteenth to Jefferson avenue, south of the

Frisco tracks and north of Chouteau avenue, are there any tracks other than spurs to industries? A. I think the Missouri Pacific has in there a track on which it places some cars for loading and unloading.

Q. South of the Frisco tracks? A. The Frisco has no tracks there.

Q. Whereabouts? A. I am not sure whether that is east of Jefferson avenue or not, but I think possibly they have one track in there, where they place cars to load and unload.

Q. Do you know on what streets it lies between, east and west? A. Come to think of it, that is just west of Ewing avenue instead of Jefferson avenue.

Q. Ewing avenue is west of Jefferson avenue? A. Yes. I don't remember just now any regular public team tracks right in that section of the Missouri Pacific Railroad.

Q. And there is no railroad warehouse in there between Eighteenth and Twenty-sixth streets, and neither the Merchants Bridge Terminal Railway Company or the Terminal Railroad Association has any property in the way of team tracks or warehouse facilities, in the region between Eighteenth street and Twenty-sixth street, and between the Frisco tracks on the north and Chouteau avenue on the south? A. The Frisco has no track in that district, after passing Twelfth street, no tracks of any kind of either the Terminal Railroad Association or the Merchants Bridge Terminal Railway Company on the south side of the valley, at the present time, except as I have said, one or two tracks lead off across Gratiot street into property just south of Gratiot street there.

Q. From Jefferson avenue (Twenty-sixth street) to Garrison avenue (Thirtieth street) what tracks, if any, are there in the way of either team tracks or tracks for warehouse purposes, or warehouses of individual roads, or the Terminal Railroad Association or the Merchants Bridge Terminal

Railway Company, south of the Frisco tracks and north of Chouteau avenue, and between the streets named—that is, between Jefferson and Garrison avenues? A. The Frisco Railroad has a team track lying between Jefferson avenue and Ewing avenue. They have two. They have a couple of team tracks in there. The Missouri Pacific has some tracks in between Ewing avenue and Compton avenue on the south side. For instance it has a track south of its old shop property in there, which I believe is used for team track purposes.

There are several others in along that same neighborhood. I cannot place them offhand by the streets.

Q. Several others of what road? A. Of the Missouri Pacific. Everywhere along the south side of the valley there is Missouri Pacific.

Q. Have you investigated those team tracks out there, from Jefferson avenue west, to find out what their car capacity is? A. Yes, I have been over them many times.

Q. Is it a limited car capacity? A. Yes, it is not a very large right along in there. It is quite limited.

Q. What would you call "limited"? What number of cars—25 or 30? A. Well, no; I think there is considerably more capacity than that there, but I cannot say offhand, right now, what capacity there is in those several tracks along there. They serve people in that neighborhood. Most of the tracks in that neighborhood are tracks into industries.

Q. From Garrison avenue or Thirtieth street, to Grand avenue or Thirty-sixth street, and between the Frisco tracks and Chouteau avenue, what team tracks or warehouses of either individual roads or of the Merchants Bridge Railway or the Terminal Railroad Association of St. Louis are there? A. On the south side of the valley?

Q. Yes, between Frisco tracks and Chouteau avenue? A. None at all, except the Missouri Pacific tracks. The Mis-

souri Pacific has considerable team tracks in there and in the neighborhood of Theresa avenue and along there.

Q. Have you any idea what is the car capacity of those tracks? A. I don't remember just now what their capacity is. I could give a rough guess at it. I suppose it is between 50 and 100 cars. I don't remember it exactly. I haven't looked that up for a long time.

Q. Do you know the distance between the Frisco property on the north and Chouteau avenue on the south from say Twelfth street to Eighteenth street? Doesn't that map give the distance? A. (After examining Pitzman map) No, that map does not show its scale.

Q. Did you ever measure those distances? How many blocks is in that territory I have described between the Frisco tracks and Chouteau avenue? A. We have been talking about Gratiot street all the time.

Q. But I said from Twelfth to Eighteenth streets? A. From Twelfth to Eighteenth streets and between there and Chouteau avenue?

Q. Yes? A. The Frisco has no property there; but I should suppose it would average about a block and a half to two blocks from the Missouri Pacific tracks.

Q. Exclusive of streets? A. Exclusive of the street? I meant between their line and the north line of Chouteau avenue.

Q. There are streets laid out on the map, aren't there, on the city plat? A. There are, a part of the way.

Q. Aren't there all the way between Twelfth and Eighteenth streets? that is, I don't know that they are open? A. Oh, yes; I think they are laid out all right. I don't know just what there is there that is really opened. I have a complete map of all that in my possession, drawn up carefully.

Q. And giving all those figures? A. Giving everything exactly, all the boundary lines and everything else.

Q. That would be the better thing for you to refer to in answering these questions, because then you could state exactly? A. I can give you the exact figures if you want to use those maps. It is on a very large scale.

Q. The figures are all I care about. If you have those figures I would like you to get them and refresh your memory, because I want to put them in the record, and put them in through you.

Mr. Perkins, I will ask you if, acording to the best of your recollection, the distance between the Frisco tracks and Chouteau avenue, at Eighth street, is about 715 feet, inclusive of east and west streets and alleys?

Mr. Priest: I submit whether Mr. Perkins has made any examination, as the basis of recollection——

Mr. Crow: I gave him my figures and he stated that they coincided with his recollection of the figures he had made, substantially.

A. I said, from going over it, and without looking at my map and figuring out the exact number of feet at these different locations, I would say that is not very far out of the way, but I have all those figures and can furnish you with them tomorrow if you care for them. I have maps drawn exactly to scale, showing the whole thing, the result of careful investigations. I did not personally make the measurements of the ground, of course.

Mr. Crow: But it was done under your direction? A. Yes, under the direction of Mr. Moore and myself.

Q. What would be your answer to my question? A. I would say the approximately the figures you mentioned are correct.

Q. I will ask you, Mr. Perkins, if at Twelfth street, between the Frisco tracks and Chouteau avenue, the distance is not about 1016 feet—in the neighborhood of 1000 feet, say? A. I should say so, approximately.

Q. I will ask you if, at Eighteenth street, the distance

between the Frisco tracks and Chouteau avenue on the south is not in the neighborhood of 700 to 712 or 715 feet; my exact figures are 712 feet? A. I think you must mean the Missouri Pacific instead of Frisco. If so, I should think very likely that is correct. I would have to make the same answer as to the other question; very roughly, I do not think that is very far out of the way, but I do not say it from any exact recollection.

Q. I will ask you if at Thirty-fourth street, between the Frisco tracks on the north and Chouteau avenue on the south the distance is not in the neighborhood of 875 to 900 feet? My exact figures are 878 feet? A. Yes, sir; I should think so, approximately.

Q. I will ask you if two blocks further west, at Grand avenue or Thirty-sixth street, the distance between Chouteau avenue on the south and Frisco tracks on the north, does not widen that distance, making it approximately 1100 feet; my exact figures are 1097 feet? A. Yes, I should say that is very nearly correct.

Q. Then, Mr. Perkins, if those figures are correct, from Twelfth street to Thirty-sixth street (which is Grand avenue) wouldn't it average two good blocks in width? A. Between the Frisco tracks and Chouteau avenue?

Q. Yes? A. Well, the Frisco has no tracks over much of that distance, but from the Missouri Pacific, yes, I should think it would.

Q. And how many blocks in length would that be, from Twelfth street to Thirty-sixth street? A. I should say that in there there are approximately twenty blocks.

Q. Aren't there more than that? A. No, I hardly think so, right in there.

Q. What runs it less than twenty-four? A. There are several streets that do not go through there. For instance, instead of there being three blocks where the Frisco tracks are, between Jefferson and Ewing avenues, which lie on

the north side of the valley, there is only one, I think, laid out. It runs from three over at Laclede avenue down to one at Gratiot street.

Q. You are talking about the distance north and south now, are you? A. No, sir, east and west. Those blocks are all of a very irregular size.

Q. You think there are twenty blocks in there, east and west. A. Yes, sir. I would say it is fair to call it twenty blocks east and west.

Q. And two blocks in that prescribed territory? A. Between the railroad tracks and Chouteau avenue?

Q. Yes? A. I should say so.

Q. That would make a total of forty blocks? A. Yes, that is right.

Q. How many square feet are there in one of those blocks —just approximately? A. Well, some of them have not more than one acre and some of them——

Q. Put it in square feet. Won't they average 250x300 feet, those blocks? A. I should think so, on the average.

Q. That would give about 75,000 square feet to the block, wouldn't it? A. Is this map (indicating Pitzman map) ten hundred or twelve hundred feet to the inch?

Q. I don't know? A. About 1200 feet to the inch. I think—250x300 feet, you said?

Q. Yes, that would make about 75,000 square feet? A. I imagine that is not much out of line.

Q. And if there are 75,000 square feet in one block, in the forty blocks there would be of course forty times that, wouldn't there? A. Yes, sir.

Q. Which would make, as I figure it here, three million square feet approximately in that area—or whatever it would figure, if my figures are wrong. But that would be the basis of calculation, wouldn't it? A. Yes, sir.

Q. There are about forty-three thousand square feet to an acre? A. Forty-three thousand five hundred and

sixty feet, I believe. About seventy acres you would figure it, that area.

Q. Mr. Perkins, in the territory between Seventh street and Twelfth street, bounded on the north by the Frisco tracks and on the south by Chouteau avenue, how much space is unoccupied by railroad tracks? A. With the exception of the industry tracks that go into the mills there, there are no tracks south of Gratiot street. The property north of Gratiot street is all occupied

Q. North of Gratiot street? A. It is all occupied north of Gratiot street about as fully as possible. South of Gratiot street there is a track that leads off from Gratiot street right at Gratiot street, right on top of the hill here.

Q. Whose track is that, the Missouri Pacific? A. That is the Merchants Bridge Terminal Railroad track.

Q. That is an industry track, isn't it? A. Yes.

Q. What industry does that go to? A. That goes into, I think it is used by the Purina Mills. I think they have a different name for it now.

Q. The Ralston Food Company, isn't it? A. Yes, that is right.

Q. How much in territory and number of feet is there between the tracks of the Merchants Terminal Railroad Association, between Seventh and Twelfth streets, south of the Merchants Bridge Terminal Company's tracks that are unoccupied by any tracks, if you know? A. How much south of the Merchants Bridge Terminal Railroad Company's tracks and between there and Chouteau avenue?

Q. Yes, just approximately. I know you never measured that proposition? A. Well, I should suppose roughly three or four acres.

Q. Three or four acres? A. Yes, sir.

Q. I believe you stated that from Twelfth street to Twenty-sixth street there was nothing south of those Frisco tracks except industry tracks? A. I suppose you mean

south of the Missouri Pacific. Nothing except industry tracks. There were one or two tracks leading off into that old Harrison & Howard Iron Company property and one or two other industries west of there.

Q. Take the territory from Jefferson avenue to Garrison avenue, that is, from Twenty-sixth street to Thirtieth streets; I believe you stated that the Missouri Pacific had some small team tracks south of the Frisco and north of Chouteau avenue? A. Yes, sir; I think they have. The Missouri Pacific property begins to widen out about on the west side of Ewing avenue and then about one block north of that it goes away through to Chouteau avenue, either between Ewing avenue or possibly a very small block north of there, and Compton avenue. It owns and occupies all the property right through to Chouteau avenue.

Q. How much territory in point of feet and blocks is unoccupied by railroad tracks between Jefferson avenue, or on Twenty-sixth street and Garrison avenue, or Thirtieth street? A. Not very much. Possibly two blocks of property, I should imagine. Not more than that, I imagine.

Q. Say four or five acres? A. No, sir; I do not think as many blocks as that.

Q. Two hundred and nine square feet is an acre, approximately? A. Nearly two hundred and nine on each side.

Q. Square feet? A. No, feet square. Jefferson avenue runs, as you know, southwest and northeast and cuts it down in that neighborhood to a pretty narrow space in there.

Q. Where it cuts it on the west it widens the block on the east, doesn't it? A. I think you are speaking—perhaps I misunderstood your last question.

Q. If it runs this way (indicating) it makes this block longer and this block shorter (indicating). Jefferson ave-

nue runs slightly southwest at that point? A. Yes, sir; very decidedly.

Q. Well, just approximately, how much territory do you think it is, two or three acres, or whatever you say it is? A. You are speaking of between Jefferson avenue and Thirtieth street?

Q. Yes, between Twenty-sixth and Thirtieth streets, a distance of four blocks? A. I doubt if there is much more than a couple of acres there. I may be wrong about that, but my recollection is that there is comparatively little in there.

Q. From Garrison avenue, or Thirtieth street, to Grand avenue, or Thirty-sixth street, south of the Frisco Railroad and north of Chouteau avenue, how much territory is occupied in there by tracks, in your judgment? A. It is all occupied between Thirtieth street and Compton avenue.

Q. What is Compton avenue, Thirty-second street? A. Yes, sir. Then from Compton avenue to Grand——

Q. What occupied it up there from Thirtieth street to Thirty-second street? A. The Missouri Pacific tracks.

Q. Clear to Chouteau avenue? A. Yes. It is occupied by tracks and shops. They made plans to take out the shops and put tracks in their place. From Compton avenue to Grand avenue. I imagine there are a half dozen acres of property in there. I can not say exactly.

Q. Of the space mentioned, from Seventh street to Twelfth street, and from Twelfth street to Eighteenth street, from Eighteenth street to Jefferson avenue or Twenty-sixth street, and from Jefferson avenue to Garrison avenue or Thirtieth street, and from Garrison avenue to Grand avenue or Thirty-sixth street, bounded on the north by the Frisco tracks and on the south by Chouteau avenue the figures you have given, according to the best of your recollection, would leave an unoccupied space, so far as team tracks and warehouses are concerned, of seventy acres, four

acres, three acres and six acres, making a total of eighty-three acres in the Mill Creek Valley? A. No, I should hardly say that. These figures recently given—I do not exactly understand how you get at that.

Mr. Watts: Those were taken out of the seventy. He said seventy in the first instance.

A. What you figure there is Seventh street to Grand avenue.

I did not say it was available for railroad purposes.

Q. I didn't ask you that. I asked you for the territory. A. I don't think you have that right at all. Well, while I dislike to be making rough estimates, the area of seventy acres, as I understand it was figured out, was the area of the property between the Missouri Pacific right-of-way and Chouteau avenue, Twelfth street and Grand avenue; isn't that it?

Q. That is right. A. These figures you have added on there are a lot of them in that same territory. On the other hand, in that seventy acres are all of the Missouri Pacific facilities from Grand avenue to Twelfth street. Their yards and everything of that kind.

Q. You didn't figure in that property from Seventh to Twelfth street? A. Yes, as I said, the only property that has not railroad tracks on it between Seventh and Twelfth streets is that property between Gratiot street and Chouteau avenue, a very small amount.

Q. Did you ever have made any survey of those yards to ascertain how many car lengths of tracks from Twelfth street to Thirty-sixth street the Missouri Pacific and the Frisco have in there, that they use for team track or yard purposes? A. Yes, sir; I have been over that.

Q. You have that, have you? A. Yes.

Q. Will you furnish it to me? A. Yes, I think I have the Missouri Pacific. I know I have the Frisco on file. I

am not positive whether I still have the Missouri Pacific or not.

Q. Have you the figures showing how much in car lengths or car space, is left, that is not occupied in that territory between Twelfth street and Thirty-sixth street? A. I could figure it up in just five minutes in my office. I have the exact data.

Q. You have the data, have you? A. Yes, I have the data.

Q. Will you get those figures for me? A. Yes, sir; I have them.

Q. I wish you would make a memorandum of those things so you will not forget them. A. Very well. You want the area of land unoccupied by railroad tracks between Twelfth street and Grand avenue and between the Frisco tracks and Chouteau?

Q. Frisco or southerly tracks? A. The southerly tracks are the Missouri Pacific tracks.

Q. Not all the way? A. For the greater part of that stretch in there.

Q. That is the space, anyway, the unoccupied space there? A. That is a very different proposition. What you asked me originally was the space between the Frisco tracks and Chouteau avenue. It is a different proposition whether you want it between the Frisco right-of-way or between the Missouri Pacific right-of-way.

Q. Give me both of them and that will cover all? A. Then you want the area between Seventh and Twelfth streets and Chouteau avenue and Gratiot street?

Q. Yes, and you also have the data showing the number of streets and the width thereof, between Seventh street and Thirty-sixth streets, north and south streets; your map will show that? A. I have a map showing all this property on a large scale, 200 feet to the inch.

Then you wanted the number of Frisco and Missouri Pacific car lengths of team tracks?

Q. Now the territory occupied by the Merchants Bridge Terminal Railway Company between Seventh and Twelfth streets and north of Gratiot street and south of the Frisco tracks, furnish about one hundred car lengths or more car space, didn't it? A. I have given the number exactly as it was in 1906 in one of those reports you have there, and it has been increased a little since that time—about twenty-five car lengths.

Q. You do not remember what it was? A. (After examining report.) That was two hundred and five car lengths at that time. That is, Gratiot street team tracks.

Q. Return to that Ranken lease. That covered some thirty odd acres of ground, I believe you said, between Compton avenue and Ranken avenue and Missouri Pacific tracks and the Manchester road? A. Between Atlantic avenue and the Manchester road some twenty-one acres, including streets and alleys.

Q. Which do you call Atlantic avenue? A. Atlantic avenue is an east and west street that bounds the south side of the Ranken property. It is a street that is really a platted street, while not open for business.

Q. This was leased on a valuation of about two dollars and forty cents per square foot? A. About $3.00 per square foot on a 5 per cent basis for actual property leased; $2.51 per square foot for what was bought outright.

Q. And that lease figures in that valuation the taxes on the property? A. I think so.

Q. At the rate of five per cent per annum on the valuation, as an annual rental, would make about twelve cents per square foot, plus the taxes, wouldn't it? Or, did you ever figure it on that basis? A. I don't know that I ever figured it out on that basis.

Q. Of course, if you did not, I would not ask you to

make the computation in your mind? A. I could figure it out very quickly for you if you wish me to do so.

Q. You gave an example on page fifteen of the third report (indicating) of terminal property, in which you fixed the valuation at two hundred and fifteen thousand dollars? A. I remember which you mean.

Q. The exact question, the example you figure there would be about four dollars and sixty cents per square foot, wouldn't it? A. (After examining report.) The example I had in mind was a small piece of property, right in the business district, got to close up the block the Wabash occupied.

Q. That the Wabash occupied where? A. Between Franklin avenue and Carr street. That was just a small example I happened to have in mind when I wrote that, one or two lots that belonged to the School Board, originally, right in that double block between Franklin avenue and Carr street, a little southwest of Second street, where it curves around. More west than south.

Q. Is that the property of the Wabash railroad? A. Yes, sir; the whole double block is.

Q. That would make the valuation about four dollars and sixty cents a square foot, wouldn't it? A. Approximately that. I have not figured it up.

Do not understand me as saying this was the exact figure paid.

Q. I am taking your assumption. I am not asking you the exact figure paid. But taking your example? A. The exact figure made a little more than that.

Q. Assuming this four dollars and sixty cents a square foot that was paid, or about two hundred thousand dollars per acre, and assuming as you stated, there would be about twenty-five car lengths to the acre, that the team tracks, and on a 4 per cent interest charge per annum, or three hundred and twenty thousand dollars valuation per year, or

one dollar per day, practically, per car length, exclusive of Sundays, would be the actual cost to a railroad using that ground for team track purposes, wouldn't it? A. Yes.

Q. That is the way you figured it out there? A. Yes.

Q. But on the basis of two dollars and forty cents per square foot, or upon the basis approximately the Ranken lease was made, it would make a valuation of only about one hundred and thirty-one thousand dollars per acre, wouldn't it? A. I think that ran up rather more than an average of two dollars and forty cents per square foot. The property leased figured about $3.00 per foot on a 5 per cent basis; and that bought outright at $2.51 per foot.

Q. Do you remember now from your figures, about how much per annum rental per car length the charge amounted to for the ground? A. No, because the plans for the use of that property involved a good many different facilities. It was proposed to put on that property and the adjoining property acquired, passenger car storage and cleaning yards, team tracks, and it was proposed to take part of the tracks off of the property south and rearrange them entirely, rearrange them on a through basis, taking the whole property right through, and to erect, eventually, a round house on the property east of Compton avenue, in order that there could be a large development of team tracks, both on the lower part of the Mill Creek Valley and in that neighborhood.

There would be a very extensive system of team tracks between Compton avenue and Ranken avenue, on the Old Manchester road, and the passenger equipment now handled east of Eighteenth street out of a part of this property, and eventually also to move the engine houses and so forth from Twelfth street.

Q. That was the Terminal Railroad Association's engine houses? A. Yes, sir. That will provide a very large amount of team track room right in the heart of the city.

And that would make it the finest lay-out of team tracks that I know of in the country, perhaps, utilized for that purpose, right in the heart of the city.

Q. For that reason it was not contemplated to use it all for team tracks?

You have not made the figure on the basis of how much per car length the rental would be if used for team track purposes? A. No, sir.

Q. But that is a matter which could be computed very readily? A. Oh, yes.

Q. Get your other figures, will you, and we will make that calculation? A. What figures?

Q. You said you had exact figures of the cost of this Ranken property? A. Yes. The figures of $3.00 per foot for property leased on 5 per cent basis and $2.51 per foot for property bought, which I have given you, are doubtless correct.

I have not seen the lease.

Q. The lease is a matter of record? A. The figures were told to me by parties who knew.

Q. I suppose they were told to you correctly. There was no reason for secrecy, that I could see? A. It is perfectly easy for any one to get this information if anyone wanted to know it.

Q. I obtained it on the basis of two dollars and forty cents. May be I am mistaken? A. You perhaps included streets and alleys.

Q. To digress a little from the course of this examination, I want to ask you if it is practical to store passenger cars that are now stored east of Eighteenth street and used in connection with the passenger business in and out of the Union Station, on this tract of land known as the Ranken land? A. It is practicable to do so, but it is not as convenient. They are more conveniently arranged now, in a way, than they will be then.

The proposition to move them is one of comparative convenience, and of the comparative pressure of the different classes of business.

Q. How much ground did you say the other day was occupied by the passenger cars adjacent to Union Station, for storage purposes? A. I made just a rough estimate, offhand, and my recollection is that the estimate I gave you was thirty-five acres.

You understand that it is only the passenger equipment handled east of Eighteenth street, which it is proposed to move out there.

A very large part of the passenger equipment is now handled west of Twentieth street. It is only proposed to move out of there what is handled east of Eighteenth street.

Q. They have not sufficient accommodations out there to take care of the rest of it and also make additional team tracks? A. There were some desirable features of splitting it on the two sides of the station, for the different roads. That will have to be overcome.

Q. And all that portion stored west of Union Station will remain there? A. Probably there will be pretty extensive rearrangement, I presume, of the whole track layout.

Q. How much additional team track room, in car lengths or acres, will this give by the removal of these passenger cars from east of Eighteenth street? A. I think something in the neighborhood of four hundred additional car lengths, in the rearrangement of that.

Q. How many are there at present that the Terminal Railroad Association has, how many car lengths in Mill Creek Valley? A. Well, at the time I made this report, they had one hundred and eighty-nine cars at what they called the Sixteenth street yard, and thirty-six car lengths at the Tenth street.

Q. Is that all? A. That is about all—well, you say how much east of Eighteenth street in the whole valley?

Q. In the whole valley east of the Ranken tract? A. They have right east of Compton avenue a large amount of team track room in there, two hundred and eighty-nine car lengths.

Q. Do you include east of Eighteenth street the Merchants Bridge Terminal? A. No, sir.

Q. How much have they? A. At the Gratiot street yards was two hundred and five car lengths when I made this report.

As I said, both that yard and the Sixteenth street yard have been slightly increased in the past year, perhaps twenty to twenty-five car lengths of additional room in both by a rearrangement, or a better arrangement, of tracks. The number of team tracks that can be put on an acre of land depends on how big a bunch you put together. If you put tracks on a piece of property with very few roads and very few switches you can put a good many on it.

But this is about a fair average as the thing generally runs in a city, this estimate I have given you.

Q. We will go back to that proposition about the Mill Creek Valley land when you get your figures.

I would like to ask you to figure this for me if you can: How much additional ground between Twelfth and Sixteenth streets in the Mill Creek Valley is there that could be used for team track purposes, and for which property would it be available, for the Merchants Bridge Terminal or the Terminal Railroad Association? A. How much additional property might be available for team tracks for the Terminal Railroad Association or for the Merchants Bridge Terminal Railway?

Q. Yes, between Twelfth and Sixteenth streets, and if there is any that would be, would it be available for either the Merchants Bridge Terminal or the Terminal Railroad Association—which one? A. There is property available for both companies on both sides of the valley, regardless

of price. Of course, the matter of prices has got to be considered.

Q. Let us take it now on the south side, between Twelfth and Sixteenth streets:

How much space is there available there for team track purposes?

Mr. Watts: That is the territory you want him to figure out, isn't it?

Mr. Crow: He is going to figure the whole territory.

A. I would suggest that I bring this map down here, and it makes it perfectly plain, on both sides of the valley.

Mr. Crow: Very well, we will let that question stand, then? A. Then you can see at a glance the size and what there is there. I will bring that map down here if you say so.

Q. Have you some map with references to the Biddle street property? A. Yes, I have for the whole city, as far west as Grand avenue, but not for the western part, beyond Grand avenue.

Q. Bring down the map for Biddle street, please? A. I made those two years ago. The map for the south end is a map about twenty-six feet long. I will cart those maps down here; they are in three sections, for North St. Louis, for South St. Louis, for the Mill Creek Valley section.

You understand I don't have to leave those here. We need them in our work.

Q. I don't want them. You don't want to part with them by putting them in the record. That is what you mean? A. Yes; that is what I mean. They cost us too much money and time, for that.

Q. In the Mill Creek Valley, I will ask you if that property there, from Seventh street westward to say Grand avenue, any portion of it, and if so, about what locations, would

be available for warehouse facilities? A. From Seventh to Grand avenue?

Q. Yes. A. There is quite a good deal of property that is available for warehouse purposes.

Q. Let us take it say from Seventh to Twelfth streets. First: Is there any property that would be available there, that could be used in connection with the Merchants Terminal Railway Company, for warehouse purposes? A. Yes, sir, there is some property between Eleventh and Twelfth streets, a part of which belongs to the school board and part to—I cannot remember the name of the owners. It has slipped my mind just now.

Q. The property is there, anyhow? A. Yes; between Eleventh and Twelfth streets, on Spruce.

Q. How large in extent is that property—a block or more? A. Yes, sir, about that. So far as the actual possibilities are concerned, the entire property between Clark avenue and Poplar street, and between Twelfth and Sixteenth streets, is available if you want to take off everything that is on there. There are lots of other things on them.

Q. How much space would that cover? A. It would cover about a half a dozen blocks, I suppose.

Q. Is that west of the Cupples station? A. Yes, sir; that is all west of the Cupples station. The Cupples station only comes up to Tenth street.

Q. Do you know what that property is worth per square foot up there? A. The Cupples property?

Q. No, the other property you mentioned, that could be used for warehouse purposes? A. Some of it I understood was available awhile ago, on a basis of Five Dollars per foot. I should not say it was worth as much as that, quite. I guess a good deal of it is held at double that, if it were wanted for railroad purposes, at least.

Q. Is there any property on the south side of the tracks

there, between Seventh street and Twelfth street, that could be made available for warehouse purposes, considering the location of the city and everything? A. No, sir, I should say not, not between Seventh and Twelfth streets.

Q. It would not be practicable? A. No, sir.

Q. Is there any between Twelfth street and Sixteenth street that it would be practical to build on, considering the location of the city; and if so, on which side of the track? A. There is some property on the south side of the Valley there, west of Twelfth street and south of Gratiot street, that could be used, if there were no obstructions in the way.

Q. How much territory would that amount to, several blocks? A. Yes, sir.

Q. Would it be a practical thing to utilize that property for warehouse purposes, from the standpoint of its location? A. Yes, so far as location goes, yes.

Q. When you get west of Sixteenth street, from your knowledge of the business of the city, and your knowledge of the railroads and the industries, would it be beneficial and practicable to have warehouses for either the Merchants Bridge Terminal Railway or the Terminal Railroad Association? A. I am recommending that the Terminal Railroad tracks be extended through to Spring avenue, with a station out beyond there. I do not think they want to be too near together, yet at the same time I think there ought to be stations in several parts of the city, for the convenience of the public in different parts of the city.

Q. Adjacent to Vandeventer avenue there are tracks of the Missouri Pacific Railroad that could be available and practicable to use for the Merchants Bridge Terminal Railway and the Terminal Railroad Association if their tracks were extended out there? A. I think the necessary property could be acquired. I think that is practicable.

Q. With additional warehouse facilities at the three points you have suggested that warehouses could be located, in

the Mill Creek Valley, if built of the proper size and capacity, would it relieve the situation and enable freight to be handled adequately, in and outbound? A. That is not what I would recommend at all for handling the business. It is not necessary to do so, to provide sufficient room to handle the business—

Q. I understand what you recommend.

Mr. Watts: Let him finish his answer.

A. Sufficient room to handle the entire business, so far as the east end of the valley is concerned, could be obtained right in the neighborhood now of the present warehouses.

My own recommendation has been to consolidate in one large arrangement for that end of the valley the Cupples station facilities— that is, the lower part of the Cupples station buildings, and the space occupied by the present warehouses and the intervening tracks.

I think a very ideal arrangement could be made out of that, for handling the traffic of that center.

Then I think they should make a jump, at least as far west as Vandeventer avenue before another station is needed.

There are serious objections to splitting facilities up any more than the convenience of the public demands, because the more business that can be centered in on place, the more through merchandies cars they can load and the better service they can give, where it is not on too big a scale to handle it economically.

Q. Now will you please answer my question? A. I understood my answer was completed.

Q. Not at all. You gave what you thought was better.

(The previous question is read to the witness.)

A. No, on the contrary, I think it would seriously block matters and make it worse.

That is just the trouble they have down there now with two, the Tenth street outfit and the Cupples warehouse out-

fit. The failure to consolidate the business in a way in which it could be smoothly and adequately handled, greatly impairs the quality of the service.

Q. You say that in your judgment as a railroad man, the practical thing to do would be to consolidate those two stations for freight purposes, the Cupples station and the Tenth street station? A. Yes.

Q. In their operation? A. Yes; you understand I mean an entire reconstruction of the whole thing on a modern basis.

Q. And that the practical thing for the Terminal Railroad Association, in attempting to handle their inbound and outbound freight in the Mill Creek Valley and in the city, would be that thing? A. Yes.

Q. You say on page 19 of the report you have before you that in some cities, like Baltimore, the railroad companies, in order to remove the inbound merchandise in the quickest manner and with the least warehouse freight space, are making, at their own expense, direct store door deliveries, by contract with the drayage companies? I will ask you if the Terminal Railroad Association of St. Louis could relieve some of the delay of inbound merchandise and hasten the delivery by such a system as that, in St. Louis? A. Well, it is a very long story to go into. That has, as you know, been done to a considerable extent, from the east side stations of the railroad companies to the store doors of the consignees, through the St. Louis Transfer Company and the Columbia Transfer Company.

Q. With a united charge for the transfer? A. Yes. That is partly the case in Baltimore and Washington. I did not mention anything about their expenses, as you did. On some of the business the railroads absorb the expense. On parts they do and on parts they do not.

Q. What parts don't they, at Baltimore? A. At Baltimore, for example—take the traffic between Baltimore and

Washington, they have two sets of rates, one set of rates applying for business actually handled between the freight stations of the companies.

The other set of rates applies where the business is to be delivered by the railroads to the consignee, or collected from the consignee, within certain limits.

Outside of that limit there is an additional charge far beyond those separate sets of rates—

Q. Is there any separate charge on the business between the railroad companies?

Mr. Priest: Let him answer the question.

Mr. Crow: I just want to understand him as he goes along.

A. I was only answering the rest of your question, which was to say that on business west of Philadelphia an arrangement has grown up as a matter of competition between the different lines there, whereby the schedule of rates applies for delivery in a certain district, without additional charge. Or, for collection in that district without additional charge.

Outside of that specified downtown district they charge an additional amount for delivery or collections.

There are a few different places in different parts of the world where they do that.

The railroads collect and deliver a large part of the freight in London with their own teams, but they make a rebate of about three cents per hundred pounds on all freight which the shippers or consignees come to the station for. So that it really amounts, in the long run, to the same thing as the man going and getting it, or delivering it, except for the matter of saving room.

Q. That is England you are talking about now? A. I was just talking about London being the place where the railroads do that to a greater extent than any other place I know of. But, as I say, they really make an extra charge

for doing that, because while they have a schedule for doing it, they make a rebate to the consignee if he comes and does it himself.

Q. Isn't it true, over in Europe, that they make delivery to the consignee and charge him in the rate? A. About two-thirds of the business in Paris is handled that way, with a separate charge made for it, however.

But take it in the German cities, however; the consignee or shipper handles his own freight almost exclusively. A very small proportion of it is handled by the railroads' own teams, except such things as they have to take around because it has been delayed, or something of that kind, and they want to get rid of it.

Q. What proportion of the business in St. Louis has there been a store door delivery on, free of charge? You said that had been done extensivly here? A. Oh, I beg your pardon. If you understood me to say "free of charge" that is a mistake.

I said delivery of freight had been made direct from East St. Louis to a great extent, to the consignee's door. But not free of charge; and I also added that I did not say in this report that it was done free of charge in Baltimore, althought I afterwards explained to you that on a part of the business it was done free of charge. I had no intention of implying that it was done free of charge.

Q. There never has been any store door delivery free of charge here in St. Louis? A. No, sir, not to the present time. Up to five or six years ago all kinds of things were done, but not nowadays.

Q. I will ask you, Mr. Perkins, if it is not true that the Terminal Railroad Association of itself has had no authority over the question of rates or methods of billing, or the question of charge, or the question of improving the facilities on freight into St. Louis, but that matter rested wholly in the hands of the proprietary lines, who were

largely east side lines? A. The affairs of the Terminal Railroad Association are handled by an executive board of the proprietary lines, composed of officials of the proprietary lines. One can not say they are largely east side lines, because fully half of them are west side lines. The Chicago, Burlington & Quincy, the Missouri, Kansas & Texas, the Wabash, Frisco, the Rock Island, the Missouri Pacific and the Iron Mountain—seven-fourteenths—interests are on the west side, primarily on the west side.

Q. Eliminate the question of whether east side or west side lines; is it true that the Terminal Railroad Association could not act without authority from the proprietary lines on the matters I have mentioned in my question; that is, on the question of rates, on the question of terminal charges, and the improvement of facilities for handling freight? A. They can not on any large questions of policy about those things, or any large expenditures, or in any radical rearrangement of rates, as the by-laws of the Terminal Railroad Association provide that the directors shall arrange for a schedule of rates sufficient to pay the interest on its obligations, and to provide for the maintenance and operation of the property. And within certain limits, of course, the handling of these rates is left to the proper officials of the association.

The by-laws also provide that the lines, of course, shall make up any deficit, and where there is a deficit, then readjust their charges for the future, as the charges are primarily or principally paid by the proprietary lines themselves into the Terminal Railroad Association.

But I take it you mean any radical change in the policy of the Terminal Railroad Association, in that respect.

Q. When did you go with the Municipal Bridge & Terminal Commission? When did you become their adviser? A. On April 1, 1906.

Q. You had nothing to do with their reports prior to

that time—the reports of the Commission prior to that time? A. No, sir.

Q. Then you know nothing about the correctness of the statements in them? That is, you are not responsible in any way for the correctness of their statements prior to that time, and you did not see them any more than any other citizen? A. Not any more than the first preliminary report. I assisted in making the reports subsequent to that—that second report.

Q. November 15, 1905? A. That is the one I call the preliminary report. I had nothing to do with the making of that.

Q. But the subsequent one you did? A. Yes, sir; I wrote the subsequent report with the exception of the third report which Mr. Moore and I together wrote. Or, at least, I wrote a draft of them, on instructions of the Commission, and the Commission revised them to whatever extent they thought necessary, the result of discussions at various meetings.

Q. The situation prior to 1905 was that the east side lines acquired the terminals on the east, and the west side lines acquired terminals on the west side, with the exception of the Rock Island, the Frisco, Wabash, the Missouri Pacific and Iron Mountain roads, which had some property on either side; and the east side lines, with the exception of those I have enumerated, had no terminals in the city of St. Louis proper, but their rates were made and their haul ceased at East St. Louis, Madison or Granite City? A. That is substantially true for strictly eastern business, all except southeastern business.

Q. Green line territory? A. Green line and Mississippi Valley territory.

Q. The haul from East St. Louis, or Madison or Granite City, was made by either the Wiggins Ferry Company, the Terminal Railroad Association of St. Louis, the Mer-

chants Bridge Terminal Railway Company, the Interstate Car & Transfer Company, or the Southern, or Conologue Belt, operating with the Missouri Pacific transfer boats, at Ivory ferry, wasn't it? A. Yes.

Q. And that was a haul for which a charge was made for the specific service of transporting from the east side of the river, from the towns mentioned, East St. Louis, Granite City or Madison, as the case might be, to St. Louis, Missouri? A. Yes, sir.

Q. The practical operation of that was, that the rates were fixed by the east side lines, except on Green line territory, to East St. Louis, and the business interests of this city, or the shippers, were compelled to pay the cost of the operating expenses across the river for the service that was performed? A. They were obliged to pay the rates, whatever they were.

Q. Put it that way, then, pay the rates; and those rates were fixed, wern't they, or supposed to be, to pay the expenses of the Terminal Railroad Association of St. Louis? A. Approximately. Some years there would be a deficit and some years they would come out all right.

Q. Was this a charge independently made for the service of transporting goods and passengers across the river, imposed on any shipper of freight outside the limits of the city of St. Louis, where the merchandise passed beyond St. Louis from the east? A. Yes, up to, roughly, a radius of about one hundred miles.

Q. Beyond a radius of one hundred miles north, south, northeast and southeast of East St. Louis, was this charge put on goods consigned to points beyond St. Louis and beyond St. Louis as a gateway? A. I don't know that I quite caught that question.

Q. Was the arbitrary charge for hauling the goods across the river placed beyond the one hundred mile radius, from points east of that radius to points west of St. Louis? A.

Yes, sir, there would be that charge for crossing the river on all business that came from east of the Mississippi river, through here, to points within a radius of from one hundred to two hundred miles west and north of here. Let me illustrate—

Q. I stated that proposition in my question. I said one hundred miles and excluded it from my question. I understand this one hundred mile radius goes west, likewise. A. All right.

Q. So, a shipment from Boston to, say Nevada, in Vernon county, Missouri, consigned through the gateway of St. Louis, would there be any arbitrary charge for the haul across the Mississippi river? A. No, sir.

Q. Then, other points beyond the one hundred mile radius east to points beyond the one hundred mile radius west, there was no arbitrary charge? A. Those charges were entirely absorbed in the rate. The railroad companies paid those charges themselves to the Terminal Railroad Association for that.

Q. But the shipper paid none of it, as did the man in St. Louis who received the goods? A. No, sir.

Q. What was the result of this practice of charging arbitrary on St. Louis consignments, as to affecting the business interests of St. Louis?

Mr. Watts: The witness has not said there was any arbitrary.

Mr. Crow: Call it charge, or what you please.

A. Oh, well, arbitrary and differential are sort of technical phrases, anyway.

It makes no difference whether you call it arbitrary or differential, or what, it is an amount paid.

The effect of these charges was, of course, to put the man doing business in St. Louis at a disadvantage to that extent with the man doing business at East St. Louis, on his eastern business.

It meant that the St. Louis receiver, so far as his eastern business was actually handled in St. Louis, paid the amount of the bridge toll more than the man who did business in East St. Louis.

Q. It was just that much more burden on the business? A. It was just that much more burden on the business—well, at any rate, he paid that much more money, whether you call it more of a burden on the business I can hardly say.

Q. Take a shipment from East St. Louis to, say Independence, Missouri, on the Missouri Pacific Railroad, would there be any distinct charge made to the consignee, if he paid the freight, for the crossing of the river? A. Not at the time—I understood we are talking about 1903?

Q. Yes. On business originating in East St. Louis. A. No, sir. At that time he did not pay it, and had not for some years.

Q. In what way did this extra charge and the freight conditions of St. Louis affect the manufacturing interests of St. Louis, and in what way, if any, did it give East St. Louis and the east side towns, the advantage of the city of St. Louis, Missouri, in the manufacturing line? A. Well, it meant that materials of various kinds from the east into East St. Louis, were transported for an amount by the bridge toll lower than to St. Louis. And, on the other hand, the shipments to points beyond the one hundred mile limit, if we call it that—that was a very rough boundary and sometimes went up to two hundred miles—but, at any rate, to points beyond that radius, on his output to the west, were just the same as from St. Louis. On the other hand, his eastern shipments were less by the bridge toll than from St. Louis.

Q. And the practical operation of that was to give East St. Louis a distinct advantage in the manufacturing line, wasn't it, its location there? A. So far as the rate basis went, yes.

Q. It is true that the great majority—a very large per cent of coal, which is very necessary to manufacturing and to the existence of a city, comes from east and north and south of East St. Louis, in the state of Illinois, to the city of St. Louis? A. Yes, sir.

Q. And on all of that a charge was made for crossing the river to St. Louis? A. Oh, yes, a charge was made for crossing the river. Coal rates are made up in a rather different way. Those local coal rates from the Illinois mines are governed by the Illinois State Distance Tariff, as a maximum, and of course, under that arrangement, as long as that were true, the rates to St. Louis would naturally be higher.

That situation, as long as you have asked about those rates, is one of the difficulties we had to work against in adjusting rates. It is understood, inside the one hundred mile limit, that the Illinois Railroad Commission would never allow the same rates to apply to St. Louis as to East St. Louis, as they had those rates under their jurisdiction.

Q. The Illinois Railroad Commission had nothing to do with St. Louis, Missouri, did they? A. Yes, to this extent: they were interested in maintaining the one advantage held by East St. Louis—that is the way the general basis of rates was adjusted. The fact that the Illinois State Commission had that interest in maintaining the differential, and the fact that the local coal roads running into East St. Louis insisted on keeping out of any complications in and expense for crossing the state boundary (partly on account of the provision in the Hepburn Act), made it impossible, practically, to make any better readjustment of rates inside this one hundred mile limit.

Q. I beg your pardon, but I did not ask you anything about that. A. I thought you were asking me about coal rates, and I thought I would explain it.

Q. I just asked you if it was added onto the coal rates, and you answered that. What has been the effect—

A. I would like to say, for fear you may think I said that for a purpose, that it cuts no figure with the Terminal Railroad Association whether it is absorbed or not. That is, it does not affect the Terminal Railroad Association as such.

Q. I will ask you what has been the effect, as to driving manufacturers away from St. Louis, or preventing them locating in St. Louis, as to this condition you mention, with reference to the charge on goods consigned to St. Louis from east? A. Well, I should say, primarily, the development of St. Louis has been rather more as a jobbing center than as a manufacturing center, although we have some of the largest manufactories of their kind in the world in St. Louis. The car shops and breweries, and the shoe manufactories, etc.

But it had been claimed in the past that industries consuming a large amount of coal naturally located at East St. Louis, as against locating in St. Louis, and I presume to a certain extent that is quite natural and true.

I speak of the past. The adjustment of the coal rates is very different from what it was in 1903.

I have no doubt in the adjustment of 1903, or prior to that time, industries that consumed a very large amount of coal, and where that was the main item of expense, or that used large quantities of heavy material, like pig iron, added to the fact that land was very cheap in East St. Louis, naturally located there, instead of coming to this side of the river.

Q. The result of it, in general, has been to upbuild these east side cities rather at the expense of St. Louis? A. Well, I don't know about that. As a citizen I am not sorry to see industries of that kind across the river. I think it is a good thing. That is, of the particular class I have men-

tioned, as long as there are plenty of facilities for free movement back and forth across the river.

I think we have had and are now having a pretty large development of the best class of manufactories for a residence city, on this side of the river.

That is not an opinion that I regard as for or against the arbitrary proposition.

Q. You said that this arbitrary charge applied on all except the Green line territory, and to that territory—

A. Mississippi Valley territory south of the Ohio.

Q. That is true, south of the Ohio river and east of the Virginias and Carolinas and extending to the Gulf, and bounded on the west by the Mississippi river? A. At that time the Mississippi Valley was a distinct association.

Q. Define what states that was in? A. Business running down to New Orleans, Vicksburg and that territory.

Q. What were the boundaries? The Ohio river on the north? A. Yes, sir.

Q. Carolinas and Virginias on the east? A. It practically embraced that whole territory .

Q. And ran around by Georgia? A. That is, Green line territory you are now speaking of? Yes.

Q. It was also absorbed, was it, on territory through to the coast, which you call the Mississippi Valley territory, taking in New Orleans and Georgia? A. That takes in all that territory to New Orleans, by way of the Mississippi river.

At this point the further hearing of testimony herein was continued until tomorrow, Tuesday, May 19th, 1908, at 10:30 a. m.

St. Louis, Mo., May 19, 1908.

Met pursuant to adjournment as above, Tuesday, May 19th, 1908, at half past ten o'clock in the forenoon.

Present: Honorable R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Messrs. M. F. Watts and H. S. Priest appeared in behalf of the Defendant.

CROSS-EXAMINATION BY MR. E. C. CROW.

ALBERT T. PERKINS continued:

Q. The arbitrary charge to that southeastern territory had been absorbed for several years, hadn't it, Mr. Perkins? A. Yes.

Q. And its absorption was caused by the erection of the bridge at Memphis over the Mississippi river, and by the transfers of the Iron Mountain across the river by boat, wasn't it? A. No, sir.

Q. It could just as readily have been absorbed on all eastern territory by the railroads, couldn't it? A. I do not know just what you mean by that question.

Q. All eastern roads, I said, as to the southeastern territory? A. It is just a matter of their rate adjustment.

Q. That does not quite answer the question. I will repeat it.

The bridge arbitrary to the Atlantic Coast points, and all points beyond the one hundred mile radius could just as readily have been absorbed as that to the southeastern territory in which you say it was absorbed?

Mr. Watts: The last question was about the bridge.

A. I answered that No, Mr. Watts.

As I understand the meaning of this question, it is this: That the railroads running east from here could just as

easily have made arrangements to apply their rates through from St. Louis to the east as from St. Louis to the southeast.

Q. That is hardly the question. A. I know the wording of the question may be a little different, but I do not know just where it leads to. There is a good deal in that. I do not see how I could answer that outright, yes or no, for this reason:

The rate adjustment to the south and southeast grew up as a matter of competition between the roads running out of the west side of the river and the roads running out of the east side of the river, which handled business for the same points. There were some roads running south from the west side of the river, in competition for the business from East St. Louis and some running south from East St. Louis in competition for the business of St. Louis. So their rates were adjusted, so far as they were able to adjust them, on a basis of applying those rates equally from St. Louis and East St. Louis.

The west side roads transferred from East St. Louis and the east side ones transferred from St. Louis.

Similar causes brought about an adjustment of the rate from the west to St. Louis on account of the Chicago & Alton having business out of St. Louis by way of East St. Louis and Louisiana, ninety miles north of here.

On the other hand, the entire adjustment of eastern rates was made on a basis of the east side of the Mississippi river, all the way along, East Burlington, and so forth. The combination of rates to and from the west was made on that basis.

The entire adjustment of eastern rates grew up on that basis, on an arrangement of a certain percentage of the Chicago to New York rates.

Now there was no impossibility for the roads to have made the adjustment on the basis of St. Louis, as well as East St. Louis, taking the thing as a whole. That was

simply the way the adjustment of their through rates worked in combination with the rates of western lines. And they were not made on the theory that any charge for facilities across the Mississippi river was to be included in these rates. They made simply what they regarded as fair rates between the east bank of the Mississippi river and the east.

Now, I presume, that answers your question: There was no reason why an adjustment could not have been made on a St. Louis basis, or west bank of the Mississippi river basis, if the combinaton had grown up in that way.

Q. The net result of the answer was that it could have been done by the railroad companies. Is that right? A. Yes, it could have been done. That is, it could have been done if they could have gotten the eastern connections, that is,the railroad companies that had nothing to do with St. Louis, to join with them in that arrangement.

It was a matter of great difficulty to get the eastern railroads to join in a general readjustment, because a large part of them had no direct interest in St. Louis or East St. Louis whatever. They make their rates on a certain fixed basis.

Now, when you get the lines that actually run into St. Louis into a mood to do what you want, it is necessary also to bring all the pressure we can bring to bear by reasoning the problems out with the other lines.

Q. A large measure of the difficulty comes from the traffic associations that fix the rate, doesn't it—the trunk line and the Central Traffic Association? A. Why, a very large number of associations are concerned, yes. Perhaps six or eight of them.

Q. You know Mr. Miller, the former freight traffic manager of the Burlington Railroad? A. Yes, sir.

Q. Where is he now? A. Chicago.

Q. What position does he occupy with the Burlington Railroad? A. First vice-president.

Q. Were you superintendent of the Burlington Railroad in 1904? A. In Western Missouri and Iowa.

Q. How far east did your territory extend? As far as Hannibal? A. No, sir; I had nothing to do with the eastern half of the state. I had those parts of the road up and down the Missouri river to Kansas City, St. Joe, Council Bluffs. Those were all in my territory, and the lines that run up and down the river and a number of different lines in the west of Missouri and west of Iowa.

Q. You were familiar with the controversy that the traffic department of the Burlington Railroad had with the Central Traffic Association and the Trunk Line Association in 1903 and 1904, with reference to wanting to haul eastern freight via Chicago over the rails entirely of the Burlington Railroad into the city of St. Louis via the Quincy crossing, and the objection made by the Central Traffic Association and the Trunk Line Association, weren't you? A. No, sir, I was not very familiar with that except in a most general way. I was occupied pretty nearly every minute with other matters, at that time—with matters of rebuilding and operating the railroad in my territory and with the different terminals, and matters on the Missouri river.

Q. You do not know anything about the details or the result of that controversy? A. No, sir; I could not give you any information about that.

Q. Let us get rid of this Mill Creek Valley territory matter. You have your map here, haven't you? A. Yes, sir. I made a memorandum of these Frisco team tracks. It had sixty-five car lengths at Seventh street, thirty car lengths at Ewing avenue and ten car lengths at Tower Grove.

Q. That makes a total of what? A. One hundred and five car lengths.

Q. In a distance of about four miles? A. Yes.

Q. Or three and a half or four acres—somewhere from three and a half to four acres of ground? Did you get a memorandum for the Missouri Pacific car lengths? A. I could not find that this morning. I was interrupted so much while at my office. I will try to make that out for you.

Q. They are very large and extensive? A. I have not the Missouri Pacific details of track capacity in my office.

Q. You have your maps here and I have a map here, too. You are familiar with this plat of the city, I suppose (indicating)? A. Yes. I think these maps of mine will give you everything you want.

Q. This plat gives it exactly, and I just want to make a comparison. This is brought right down to date, the owners and everything. At Seventh and Gratiot streets, what railroad is farthest south? A. The Merchants Terminal.

Q. How close to the north line of Gratiot street does it go? A. Right up to the edge of the street.

Q. Are there any tracks between Seventh and Twelfth streets, from Gratiot street, that are used for anything except industries? A. No, sir, except three or four industry tracks.

Q. Are they marked on your map? A. Yes.

Q. From what road are those industry tracks? A. The Merchants Bridge Terminal Railway.

Q. And they are three in number, or four? A. Three crossing the street, I believe. There is one into the Ralston Food Mills there. It has a couple of different tracks after the street is crossed. There are one or two little spurs off.

Q. From the north line of Gratiot street at Seventh street to the north line of Chouteau avenue, what is the distance? A. About six hundred and fifty feet.

Q. What is the width of Gratiot street at Eighth. I think it is a sixty-foot street? A. That is fifty feet.

Q. What is the distance at Eighth street from the north line of Gratiot street to the north line of Chouteau avenue? A. That is very little different there. That is about six hundred and seventy-five feet.

Q. What is the distance at Ninth street? A. About seven hundred feet.

Q. What is the distance from the north line of Gratiot street to the north line of Chouteau avenue at Sixteenth street? A. About the same thing; about seven hundred feet.

Q. What is it at Eleventh street? A. About seven hundred and twenty-five feet.

Q. And about the same at Twelfth street, isn't it? A. There is not much difference, a few feet more.

Q. What is the distance from the west line of Seventh street to the east line of Twelfth street? A. About seventeen hundred and twenty-five feet.

Q. In square feet what is the area? A. About 1,180,625 feet.

Q. Are there any tracks between the west side of Twelfth street and the south side of Gratiot street, and the east side of Fourteenth street and the north side of Chouteau avenue? A. I think there is one leading across Twelfth street on the south side.

Q. An industry track? A. Yes, sir, I think so.

Q. To what industry does it go? It is not shown on that map? A. No. I think there is one, but it has not been in use for a long time. My recollection is there is one there leading up into the old Shickle-Harrison-Howard Iron Works.

Mr. Watts: That is west of Twelfth street?

A. There are no railroad tracks of any great importance there.

Mr. Crow: The only one, you say, would be one of those unused industry tracks?

A. I do not think there is any particular use made of it at present.

Q. From what track does that industry track come, the Merchants Bridge Terminal Railway or the Terminal Railroad Association? A. It is a Merchants Bridge Terminal track.

Q. What is the distance between Twelfth street and Fourteenth street along the north line of Gratiot street? A. About seven hundred and twenty-five feet.

Q. What is the distance along the west line of Twelfth street from Chouteau avenue to the north line of Gratiot street? A. About seven hundred and forty feet.

Q. Mr. Perkins, south of Austin street, west of the west line of Twelfth street, and east of the east line of Fourteenth street, north of the north line of Gratiot street, are there any railroad tracks? A. No. The approaches to the Twelfth street and the Fourteenth street bridges come in in that section; as the bridges now stand they block up that piece.

Q. Entirely? A. Practically so, for railroad purposes—railroad tracks.

Q. What is it that blocks it? A. The approaches to the bridges.

Q. The bridges come so low that trains cannot go under? A. Yes.

Q. Are the Twelfth and Fourteenth street bridges both in that stretch at Austin street? A. Yes.

Q. They can be raised, can't they? A. They could be extended to Chouteau avenue and carried further.

Q. That would enable that strip to be utilized? A. It might be.

Q. What is the amount of space in the territory between Twelfth and Fourteenth streets and Austin and Gratiot streets? A. It is about seven hundred and twenty-five feet by two hundred and fifty feet.

Q. Did the city build the Twelfth and Fourteenth street bridges, or did the railroad companies, or did they combine, or do you know? A. I do not remember the exact facts about that. It would be only a rough recollection I could give about that.

Q. From the north line of Gratiot street to the north line of Chouteau avenue, and from the west line of Twelfth street to the east line of Eighteenth street, I will ask you if there are any railroad tracks in there? A. No, sir; I do not remember any.

Q. What tracks at that point come nearest to the north line of Gratiot street? A. The Missouri Pacific.

Q. And north of the Missouri Pacific tracks are the Terminal Railroad Association tracks? A. Yes. I take it you had in mind yesterday the Missouri Pacific instead of Frisco tracks. I think that is where we got tangled up yesterday.

Q. What is the distance from the north line of Gratiot street at Fourteenth street down to the north line of Chouteau avenue? A. From the north line of Chouteau avenue to the north side of Gratiot street at Fourteenth street, at the west side of Fourteenth street, because there is quite a change in there, is approximately seven hundred and ninety feet.

Q. How many streets have been platted, running east and west in that seven hundred and ninety feet from the north side of Gratiot street to the north side of Chouteau avenue, according to the plat? A. There are two. At Pennsylvania avenue and Singleton street.

Q. What is the distance from the west side of Fourteenth street along the north line of Gratiot street to the east line of Eighteenth street? A. That is about thirteen hundred and forty feet.

Q. Now from the north line of Gratiot street along the east line of Eighteenth street to the north line of Chouteau avenue, what is the distance? A. Eight hundred feet.

Q. In the block or territory bounded on the north by Gratiot street, on the east by Eighteenth street, on the south by Chouteau avenue and on the west by Twenty-first street, I will ask you if there are any platted streets between Gratiot street and Chouteau avenue? A. There is one platted street shown, Papin street.

Q. From the north line of Gratiot street to the north line of Chouteau avenue along the west side of Eighteenth street, is what distance?

A. It varies so in there you can not go by the streets.

From the north line of Gratiot street to the north line of Chouteau avenue on the west side of Eighteenth street?

Q. Yes. You see there is a difference between west and east sides? A. That is about six hundred and ninety feet.

Q. Along the north line of Gratiot street from the west line of Eighteenth street and the east side of Twenty-first street, what is the distance? A. It is about eleven hundred and eighty feet.

Q. Along the east side of Twenty-first street and the north line of Chouteau avenue, from the north line of Gratiot street, what is the distance? A. It is just the same as the other, about six hundred and eighty feet.

Q. In the territory bounded by Gratiot street on the north and Chouteau avenue on the south, and by Eighteenth street on the east and Twenty-first on the west, are there any tracks, and if so, of what railroad and how many? A. There are two or three industry tracks of the Missouri Pacific Railroad.

Q. There are only two shown on the plat? A. There are shown only those going in. I think possibly they spread out a little in there.

Q. They are both north of Papin street? A. Yes.

Q. Describe the territory in here (indicating on map). A. This territory just north of Gratiot street, between

Eighteenth and Fourteenth streets, is also blocked out by the approaches to the Eighteenth street bridge.

Q. How much of that territory is there in point of area that lies north of Gratiot street, west of Fourteenth street and east of Eighteenth street, not occupied by the bridge approaches or by tracks? A. Not occupied by tracks?

Q. Tracks of the Missouri Pacific Railway. Aren't those the only tracks in there? A. Yes. About twenty-five thousand square feet.

Q. How much of that is occupied by the east approach to the Eighteenth street bridge? A. None of it.

Q. How much of it is occupied by the bridge? A. None of it.

Q. I understood you to say the bridge interfered with its use. A. I did say that. I said the approach to the bridges in Fourteenth street and Eighteenth street interfered with the use of that for railroad purposes, just as the approaches to the bridges at Fourteenth street and Twelfth street would interfere with the piece between Austin street and Gratiot street, and Twelfth and Fourteenth streets.

Q. In just what particular way does it interfere there between Gratiot and Fourteenth and Eighteenth streets? A. Getting into it with practical railroad curves.

Q. It does not occupy any of the ground, does it? It is overhead? A. The approaches go down there so one could not go under them, to get in there.

Q. The approaches are too low? A. No, it is not a matter of the approaches being too low. It is a matter of their location. To make such property available, the approaches to the bridge would have to be carried further south.

Q. Wouldn't they have to be carried north? A. No sir; that would block up the track here (indicating). These tracks I show here go under the bridge, you understand.

Now beyond there are the supports to the approach to the bridge.

Q. Is it the supports to the approach you are talking about that interfere with the use of this property between Fourteenth and Eighteenth on Gratiot street? A. No, sir; not at all. Not only the supports but the approach. The approach, you understand, is an inclined plane.

Q. Yes, that is what I thought it was? A. And the headroom under the approach, no matter how far apart the supports may be, is insufficient for a railroad train to go under.

Q. That is what I asked you a while ago. You misunderstood my question.

If the bridge was too low, too near the ground, so as to interfere with the use of the surface for railroad purposes? A. Yes.

Q. That is the kind of obstruction you mean when you say those bridge approaches obstruct the use of this ground for railroad purposes? A. Yes, sir. Railroad trains can not go under these approaches.

Q. That is a matter which would have to be remedied by elevating the structure and elevating the bridge or at least the approach? A. Or carrying the approach further away.

Q. Making it recede from the point where it now is? A. That is, carrying the full height of the structure further south. Perhaps that is a better way to put it.

Q. And that would be entirely practicable at this point between Fourteenth and Eighteenth on Gratiot street? A. So far as I recollect. I do not remember any obstruction to doing so.

Q. Now take the territory bounded on the east by the west line of Eighteenth street, on the west by the east line of Twenty-first street, and on the south by Gratiot street and on the north by the Missouri Pacific tracks: What is

about the extent of that territory? A. Between the north line of Gratiot street, west line of Eighteenth street, west line of Twenty-first street and south of the Missouri Pacific right-of-way? That is about two hundred and thirty-six thousand square feet.

Q. Are there any railroad tracks in there? A. There is one industry track in there.

Q. It occupies a very small amount of space? A. Drop off the odd six thousand feet and say twenty-three thousand feet in that tract.

Q. Take along the north line of Gratiot street from the west line of Twenty-first street to the east line of Twenty-second street, what is the distance? A. About four hundred and sixty feet.

Q. From the north line of Gratiot street to the north line of Chouteau avenue, along Twenty-first street, what is the distance? A. From the north line of Chouteau to the north line of Gratiot on Twenty-first street?

Q. Yes? A. Along Twenty-first and Twenty-second streets, I will take them together as they are the same, is about six hundred and eighty feet.

Q. Can you tell me what if any tracks north of Gratiot street, west of Twenty-first street and east of Twenty-second street and south of the Missouri Pacific tracks? A. There are none south of the Missouri Pacific tracks. The Missouri Pacific has a track down Gratiot street, but there are no other tracks between the tracks on the Missouri Pacific right-of-way and the Missouri Pacific tracks on Gratiot street.

Q. What is the extent of territory there between Twenty-first and Twenty-second streets, south of the Missouri Pacific, and north of the north line of Gratiot street, not occupied by tracks? Just estimate it roughly? A. That is taking the whole piece, there would be a little over one hundred thousand square feet.

Q. Which whole piece? A. To describe that as an area of ground unoccupied by railroad tracks between the north line of Gratiot street and the Missouri Pacific property, and between the west line of Twenty-first street and the east line of Twenty-third street is a little over one hundred thousand square square feet.

Q. From the west line of Twenty-second street to the east line of Twenty-third street, along the north line of Gratiot street, what is the distance? A. From the west line of Twenty-second to the east line of Twenty-third street, along Gratiot street, is about four hundred and sixty feet.

Q. From the north line of Gratiot street to the north line of Chouteau avenue, along Twenty-third street, what is the distance? A. From the north line of Chouteau avenue to the north line of Gratiot street, along Twenty-third street, is seven hundred and twenty-five feet.

Q. Taking south of Gratiot street, in the territory between Twenty-second and Twenty-third streets, and Chouteau avenue, are there any railroad tracks, and if so, what? A. No, sir; there is not.

Q. What is this running down here (indicating)? A. That is an alley.

Q. From Twenty-third to Twenty-first street is Gratiot street vacated? A. From Twenty-first to Twenty-third?

Q. Yes? A. No, sir; that is an open street.

Q. But the Missouri Pacific Railroad has a track laid down that street? A. I think they have an ordinance allowing them to put a track down that street, yes.

Q. Is that street in condition to be used for teams? A. Yes.

Q. And is it used for that purpose? A. Yes.

Q. From the alley south of Gratiot street, on Twenty-third street, how far is it to the north line of Chouteau avenue? A. About four hundred and fifty feet.

Q. From the alley south of Gratiot street, at the intersection of Jefferson avenue with the alley, how far is it from that point to the north line of Chouteau avenue? A. About four hundred and fifty feet.

Q. About what is the extent of territory north of the alley and south of Gratiot street west of Twenty-first street and east of Jefferson avenue, that the Missouri Pacific owns or controls, that is unoccupied by tracks of the Missouri Pacific Railroad or by any other tracks? A. North of the alley and south of the tracks, and between Twenty-third and Jefferson avenue, is about thirty-five thousand square feet.

Q. Do you know for what purpose they used that? A. The Missouri Pacific Railroad Company?

Q. Yes? A. They have buildings in there for different purposes.

Q. Used in connection with their road? A. Yes, sir; I think so, most of it.

Q. Is that where those frame buildings stand up the valley there? A. I think there is one brick building in there, is my recollection. I could not swear to that.

Q. At what point does the Jefferson avenue bridge coming north reach so close to the ground that it would interfere with the use of the land in its present condition for railroad tracks? A. It comes up pretty close to the Missouri Pacific tracks.

Q. How far? A. At Jefferson avenue, you say?

Q. Yes. How far north of Chouteau avenue? A. It comes very close to the present Missouri Pacific tracks. Less than six hundred feet in there now.

Q. How much less? A. I should say about five hundred and ninety feet in there now, or five hundred and eighty feet, perhaps.

Q. You mean that is the distance from the tracks to Chouteau avenue? A. Yes, about five hundred and ninety

feet. It takes about that. It will take just about that at a four per cent grade, to get up with fair clearance.

Q. How much of that five hundred and ninety feet is left available, as the bridge exists there, for track purposes? A. I think none. I think the tracks come right up close to the pier, now, is my recollection.

Q. At this point, Jefferson avenue, the tracks in the Mill Creek Valley, besides spurs to industries, reach as near to Chouteau avenue as they do anywhere else in the valley, up to a point where they cross Chouteau avenue, near Tower Grove avenue? A. No, they come considerably nearer to Chouteau avenue at Ewing avenue.

Q. Yes, perhaps you are right. They may? A. At Ewing avenue they come within about four hundred and twenty-five feet of Chouteau avenue. And then west of Ewing avenue they spread out until they come right up to the edge of Chouteau avenue, between Ewing and Compton avenues.

Q. That is, the Missouri Pacific tracks and Frisco tracks? A. The Missouri Pacific only.

Q. From the west line of Jefferson avenue to the east line of Ewing avenue, what is the distance, on Papin street? A. From the west line of Jefferson avenue to the east line of Ewing avenue, along Papin street, is about seventeen hundred and twenty-five feet.

Q. From the north line of Papin street to the north line of Chouteau avenue, what is the distance? A. About three hundred and ten feet.

Q. From the north line of Papin street at Jefferson avenue, on the west side of Jefferson avenue, to the Missouri Pacific right-of-way, what is the distance? A. Along the west side of Jefferson avenue from the north line of Papin street to the Missouri Pacific right-of-way is about two hundred and seventy-five feet.

Q. In the territory bounded on the north by Papin street,

on the west by Jefferson avenue, east of West Jefferson avenue, and south of the Missouri Pacific right-of-way, approximately how many square feet are there? A. Between the north line of Papin street and the west line of Jefferson avenue, the east line of West Jefferson avenue, and the Missouri Pacific right-of-way, there are about ninety-eight thousand square feet.

Q. Is the alley that runs from Twenty-third street north of Papin street and west of West Jefferson avenue, vacated or open? A. It is open, so far as I know. I can not say as to that, but so far as I know it is open.

Q. In the territory between the Missouri Pacific property on the north, West Jefferson avenue on the west, Chouteau avenue on the south, and Twenty-third street on the east. I will ask you if thre are any railroad tracks other than industry tracks? A. No.

Q. Are there any industry tracks in there? A. I do not recollect any.

Q. Will you please tell me approximately what is the extent of territory between the west line of West Jefferson avenue and north line of Chouteau avenue and the right-of-way on the north of the Missouri Pacific Railroad and Ewing avenue? A. Between the north line of Chouteau avenue, the west line of Chouteau avenue and the east line of Ewing avenue and the Missouri Pacific right-of-way there are, including Papin street and the alley, about two hundred and ninety-five thousand square feet.

Q. On the west line of Ewing avenue, to the east line of Montrose avenue, along Chouteau avenue, what is the distance? A. From the west line of Ewing avenue to the east line of Montrose—I suppose what you really want is the Missouri Pacific property?

Q. Yes? A. From the west line of Ewing avenue, westward to the west line of the Missouri Pacific property, on

the north side of Chouteau avenue, is about four hundred and thirty-five feet.

Q. Going north on Ewing avenue, and on the west side thereof, is there an alley? A. Yes, sir.

Q. How far north of Chouteau avenue on Ewing avenue is the alley? A. One hundred feet.

Q. Is there any street, north of the alley going north on Chouteau avenue, before you reach the Missouri Pacific right-of-way? A. There is a platted street, Papin street.

Q. What is the distance from Chouteau avenue, along Ewing avenue, on the north side of Chouteau avenue to the Missouri Pacific right-of-way? A. That is about four hundred and thirty-five feet.

Q. Is there any space south of the Missouri Pacific property and right-of-way and north of Chouteau avenue, west of Ewing avenue, which is unoccupied by tracks? A. There is a triangular piece of property there containing approximately ninety-two thousand square feet.

Q. Beginning at the northwest corner of Montrose and Chouteau avenues, running westward along the north line of Chouteau avenue to Compton avenue, the property immediately adjacent to Chouteau avenue is occupied by the Missouri Pacific shops and tracks, isn't it? A. By Missouri Pacific tracks, shops and round houses. It is mostly tracks.

Q. About how much territory do the shops and the tracks leading into the shops occupy—just approximately? A. Roughly, half and half, perhaps, between Papin street and Chouteau avenue.

Q. You do not quite comprehend the question. I mean, how much territory do the shops occupy between Montrose avenue and the north side of Chouteau avenue—regular tracks of the Missouri Pacific Railroad used for yard purposes, and main line purposes, in the Mill Creek Valley? A. You mean how much area do their shops occupy?

Q. The shops and the tracks connected with the yards? A. They expect to take these shops out and replace them with coach tracks, etc., but I suppose they occupy now——

Q. I mean the entire place there. They have a lot of yard room there on Chouteau avenue? A. I think it would be near enough for your purposes to say that they occupy approximately five hundred thousand square feet, with their tracks, round houses and shops, between the north line of Chouteau avenue and the west line of Ewing avenue, the east line of Compton avenue, and what would be the extension eastward from Compton avenue to Gratiot street.

Q. Now, Mr. Perkins, the space you describe as being approximately in the neighborhood of five hundred thousand square feet, now ocscupied by the Missouri Pacific Railroad in the manner you have indicated, would be more valuable for team tracks, warehouses and coal track purposes than the purposes for which it is now used, wouldn't it? A. Yes. The Missouri Pacific Railroad have under way the matter of changing it into that sort of a facility.

Q. Mr. Perkins, from the west line of Compton avenue along the south side of the right-of-way of the Missouri Pacific Railroad, to the east side of Theresa avenue, what is the distance? A. From the west line of Compton avenue to the east line of Theresa avenue (which is an open street) along the north side of Chouteau avenue, it is approximately twelve hundred and seventy-five feet.

Q. From Compton avenue to Theresa avenue the Frisco tracks and the Missouri Pacific tracks turn northwestwardly, don't they? A. Yes, they make a slight turn toward the north.

Q. Along the east line of Theresa avenue, along the north line of Chouteau avenue, to the Missouri Pacific right-of-way, is what distance? A. Along the east line of Theresa avenue to the right-of-way of the Missouri Pacific railroad is about nine hundred and seventy-five feet.

Q. From the point where Theresa avenue touches the south side of the Missouri Pacific right-of-way on the east side of Theresa avenue to the east line of Compton avenue, along the right-of-way of the Missouri Pacific, what is the distance? A. From the point where the Missouri Pacific right-of-way touches Theresa avenue, on the east side, to the west side of Compton avenue,—that is a diagonal measurement of about thirteen hundred and twenty-five feet.

Q. Between Theresa avenue on the west, Compton avenue on the east, there is Ranken avenue and Dennis street, on the plat. Are those both open streets? A. No, sir.

Q. Both closed? A. I do not remember positively about Dennis street. It is a little short street that may possibly be open.

Q. Is Ranken street open? A. Ranken avenue is a platted street, but never has been opened.

Q. Never has been opened? A. No, sir.

Q. You do not know whether Dennis street has been used or not? A. I can not say positively. It is a sort of an alley proposition. It can scarcely be dignified by the name of street.

Q. Between Chouteau avenue on the south, Missouri Pacific right-of-way on the north, Theresa avenue on the west and Compton avenue on the east, are there any railroad tracks used as team tracks or warehouse tracks or coal purposes or for storage or yard purposes, and if so, what? A. No.

Q. No team tracks leading into industries? A. There is a power house and industry track and one or two things of that kind—electric light and power.

Q. Of the railroad companies are those? A. No.

Q. The industry tracks are all from the Missouri Pacific road, aren't they? A. When I answered I thought you were speaking of Ranken avenue. The Missouri Pacific has some team tracks right east of Theresa avenue.

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Q. How far south of their tracks? A. Well, they run south into the property of the Missouri Pacific, south of their right-of-way.

Q. Do you know what car space those team tracks furnish? A. I haven't that in my head now. Oh, I suppose you might put it down roughly at perhaps twenty-five car lengths. I would just have to make a very rough guess at it now. I haven't it in my head.

Q. According to your plat, the industry tracks seem to run down to Chouteau avenue? A. Two of them run down to Chouteau avenue—Well, no. I don't think they do, quite. They run only to Papin street.

Q. I will ask you this queston. Is it a fact that the tracks of the Missouri Pacific Railroad between Theresa avenue and Compton avenue extend down Papin street to Chouteau avenue? A. Yes, just over Papin street.

Q. Approximately, how many square feet are in that area bounded on the north by the Missouri Pacific right-of-way, on the east by Compton avenue, on the south by Chouteau avenue and on the west by Theresa avenue? A. About one million square feet.

The usual hour having arrived, recess was here taken until half past two o'clock, p. m.

After recess on Tuesday, May 19th, 1908, the following proceedings were had:

CROSS EXAMINATION BY MR. E. C. CROW. CONTINUED.

MR. PERKINS: I would like to make a little statement before we start in this afternoon. I do not feel that I ought to be kept here indefinitely answering questions of the nature I was asked this morning, and I would like to say this: I am willing to start in here now and stay here from now until the time that all the questions which the attorneys on either side want to ask me have been completed. That

is, I am perfectly willing to sit here from now until tomorrow morning if it is necessary. But in connection with that I want to say that when we adjourn this time I shall not come back again. That I will submit to you as a reasonable request and as a reasonable decision, and ask you if you do not rule that I am justified in saying that, and that you will submit it to the United States Circuit Judge.

The Commissioner: I am instructed by the Court to keep you here until you are through. I am instructed by the Court to conclude this examination now.

Mr. Perkins: I do not care to be in contempt, but I wish to make this statement, that unless the United States Circuit Court, or a Judge of the United States Circuit Court, rules that I should return after leaving here this time, I will not return. But I am perfectly willing to stay here just as long as the rest of you are, to complete this examination; no matter how long it is, I will stay all night, if necessary, or right straight through tonight and tomorrow.

The Commissioner: I told Judge Adams what the situation was, and he told me to start in with your examination yesterday and conclude it without any delay.

Mr. Perkins: I wish to submit to you that the case has proceeded since yesterday morning, over a day and a half, with no sign of termination, and I feel that the class of questions asked today could be answered perfectly well by some one who has more time to give to it than I have at present; and, therefore, I feel I am justified in that position, and that is the position I will take unless I am notified to do otherwise by the United States Circuit Court.

The Commissioner: On that proposition, of course, I can not pass.

Mr. Perkins: I ask you if you can not pass on it to the extent of putting my position up to the United States Circuit Court?

The Commissioner: I understand you are willing to stay here until your testimony is completed?

Mr. Perkins: Yes; I will stay here forty-eight hours if necessary, until we get through.

Mr. Crow: I say that statement is unfair. We adjourned here for a week to accommodate Mr. Perkins. My business is just as important as his.

Mr. Perkins: I was willing at that time to go on with the cross examination until it was finished.

Mr. Crow: You asked for an adjournment to go east?

Mr. Perkins: Not until there had already been three or four days' adjournment.

Mr. Crow: We are going to finish this examination if it takes all summer, and you are not to pass on the character of the questions, either.

Mr. Perkins: The question of whether I am to be present after the conclusion of the present session can be submitted to the Court.

The Commissioner: There is no use in submitting that.

Mr. Perkins: I asked legal advice on that this noon, so I know just how I stand.

Q. Will you tell me, Mr. Perkins, what the distance is, along the north line of Chouteau avenue from Theresa avenue to Grand avenue? A. Seven hundred feet.

Q. What is the distance along Grand avenue from the north line of Chouteau avenue to the north line of Gratiot street? A. About six hundred and thirty-five feet.

Q. What is the distance from the west side of Theresa avenue to the east side of Grand avenue? A. Exactly the same as the other, seven hundred feet.

Q. There are no tracks in that space bounded by those streets, Chouteau avenue on the north, Gratiot street on the south, Grand avenue on the west, Theresa avenue on the east, except industry tracks? A. No, sir.

Q. Approximately, what is the amount of space between

Gratiot street on the north and the south line of the Missouri Pacific right of way, Theresa avenue on the east and Grand avenue on the west—that triangular shaped piece of ground? A. One hundred and eighty thousand square feet, including alleys.

Q. About what, approximately, is there in the block between Chouteau and Gratiot, and Grand and Theresa? A. About four hundred and thirty-five thousand square feet, including Papin street.

Q. Grand avenue is Thirty-sixth street in point of numbers? A. Yes.

Q. Mr. Perkins, from your map here and from your knowledge of the situation of the Mill Creek Valley, I will ask you if it is not a fact that the Missouri Pacific Railroad has larger terminal facilities in the Mill Creek Valley than the Merchants Bridge Terminal Railway or the Terminal Railroad Association, exclusive of passenger business. I mean for freight. A. No, it has not.

Q. What is the difference, as far as space is concerned, of the two companies? A. You mean for purely freight purposes?

Q. Yes. A. I could not say offhand. I should say probably the Terminal Railroad Association has at least three times as much for team track purposes.

Q. Aside from team track purposes, does not the Missouri Pacific, including the Iron Mountain, own more property available for terminal purposes, than the Terminal Railroad Association? A. No, sir.

Q. Do you know the number of miles of track the Missouri Pacific Railroad own in the Mill Creek Valley, from Grand avenue east? A. No, sir; I have not the number of miles here.

Q. Have you the number of miles here from Grand avenue east that the Terminal Railroad Association owns? A.

I have figured that up, but I do not now remember it separately.

Q. Have you got the figures for the Missouri Pacific and the Terminal Railroad Association at your office, how many miles of track these companies respectively own? A. I do not think I have the Missouri Pacific figures. When I looked this morning I could not find I had them.

Q. Did you look to see if you had the figures giving the exact amount of space between the Missouri Pacific tracks and Chouteau avenue? I thought you said yesterday you had that. A. I said I had it on this map. That is why I brought this map here.

Q. I will ask you if you ever made computation to determine how much that is in there, taking the blocks and streets as we have gone over them here today? A. No.

Q. With those figures you can readily figure it or have it done? A. Very easily, although that property is not all available for railroad purposes.

Q. That is another proposition. Will you kindly have that done? A. I have no objection to having it done, as soon as I have time. I am away behind now with the work that ought to be done. Just as soon as I can I will be very glad to do it for you.

Q. I have a map here with the names of the owners of that property on it, clear out to Grand avenue, and I think I know pretty well what is on it. I could go over that property and what you think could be used if the improvements on it could be removed, and get the amount of that space. You said, roughly, there were about seventy acres that could be use? A. Not that could be used. That was figured out roughly yesterday as to the amount of space there was there.

Q. Did you have figured out as to the amount that could be used south of the Missouri Pacific tracks? A. There are some pieces in there I figured up at the time.

Q. I mean the total of it? A. No, sir; there were some

pieces that the Missouri Pacific might use if necessary for extensions, but there is no way for the Terminal Railroad Association to get into that property except at the lower part of it, from the Merchants Bridge Terminal Railway.

Q. You have never made a calculation, have you, of the total amount that could be utilized there? A. Not any accurate calculation; no, sir.

Q. Isn't it a fact that the Merchants Bridge Terminal lies south of the Missouri Pacific and Frisco at the east end of the Mill Creek Valley at Seventh street? A. Yes.

Q. And if extensions were made, they would have to be made of the Merchants Bridge Terminal Railway, wouldn't they? A. On the south side of the Valley, yes. If your question is, whether there was plenty of room for all extensions for a long time to come, on the south side of the Valley, south of the Merchants Bridge Terminal, I would say yes, property can be gotten for extensions for some years to come.

Q. Have you made up your mind as to the most practicable places where the acquisition could be made? A. The acquisition recently made at Compton avenue is going to supply what is necessary for some time.

Q. You mean the removal of the passenger business from east of Eighteenth street will give enough additional team track room to properly handle the business? A. That will remove the pressure there. But there are certain places where there is a large pressure for facilities. Mill Creek Valley is only one tract.

Q. Has not the pressure been greater in Mill Creek Valley than anywhere else? A. No.

Q. Isn't it a fact that it would be practicable for the St. Louis Terminal Railroad Association, from a railroad standpoint, in the development of terminals, considering the size of the City of St. Louis, and the location of Mill Creek Valley, between Seventh street and Grand avenue, to acquire

and properly equip with proper terminal facilities, team tracks and warehouses and other necessary lead tracks, sufficient to properly handle business for some years to come in that section? A. Yes.

Q. Will you indicate to me where the other pressure for relief in the shape of terminal facilities is strong? A. At North St. Louis.

Q. At what piont in North St. Louis? A. In the district between Franklin avenue and North Market street, east of Broadway.

Q. How far north is North Market street? A distance of how many blocks is there between Franklin avenue and North Market street, approximately? A. About fifteen blocks on Broadway.

Q. How far back from the levee does that extend? A. That district?

Q. Yes, where you say the pressure is strong for terminals? A. It runs from three to five blocks back from the river front. Broadway is Fifth street down here, but it gradually runs into Third street.

Q. As you go north? A. Yes.

Q. Is that territory the district in which the Wabash and the Frisco have recently acquired warehouses? A. Yes.

Q. What kind of facilities are needed by the Terminal Railroad Association in that district? A. A freight warehouse and additional team tracks.

Q. Is it practicable and feasible from a railroad standpoint, considering the size of the city and the development of business, and the need there is there for these facilities, for the Terminal Railroad Association to acquire property and make the developments? A. I believe so. I think with proper co-operation between the Terminal interests and the city.

Q. You think it would be practicable from an operative standpoint? A. Yes, sir.

Q. Both as to cost and as to territory? A. Yes. The Terminal Railroad Association at present has to furnish all the means for serving and handling the cars, all the leads for handling the cars for the Missouri Pacific, the Frisco and the L. & N. freight houses in that territory. Of course, additional freight houses mean additional track room as a basis for serving them.

Q. Were you acquainted with the conditions here in 1903 in the Mill Creek Valley and up in that district, as to whether there was a demand for such additional facilities as you speak of now, such as team tracks and additional freight houses? A. Yes, sir; there was a demand at that time.

Q. And this acquisition of additional facilities could have been acquired at that time, the same as now, or practically so? A. Yes, sir; I should say it could have been done.

Q. Is there any other point in the city now where the pressure is or has been strong for additional facilities of this character? A. Well, there has been quite a demand for some freight houses in the Mill Creek Valley district, some where between Vandeventer and Tower Grove avenues. It is for that rason I have been recommending extension westward of the Terminal Railroad Association tracks beyond Grand avenue, in order that some freight house facilities for the benefit of all the railroads might be provided for the district between Vandeventer avenue and Tower Grove avenue, where there is a considerable manufacturing district developed.

Q. From a practical railroad standpoint is it feasible in the matter of cost and territory and conditions, and the business of St. Louis, for warehouse and team track facilities sufficient to meet the demand now and for some years to be acquired in the territory you mention, between Vandeventer avenue and Tower Grove station on the Missouri

Pacific and Frisco roads? A. I believe that could be done, with the co-operation of all the railroads that are there. There would have to be a little give and take proposition about it. I think it is entirely practicable, though.

Q. In the acquisition of property in the Mill Creek Valley, either in or about the Union Station or anywhere between Seventh street on the east and Grand avenue on the west, necessarily there would have to be a good many streets that are now used, or practically used, closed and vacated by the city, wouldn't there? A. Yes. There are a good many streets that are not in use that would have to be vacated.

Q. Some used, some partly used, and some not used: Do you know anything about the width of those streets north and south, or are they uniform in width? A. They are not entirely uniform.

Q. Would they average fifty feet? A. Some of them are more than that. My recollection is that Compton avenue is fifty-six feet.

Q. Do not measure it, but just give your idea of it, Mr. Perkins. A. Well, I suppose they vary from forty to sixty feet.

Q. Have you any idea about the width of Gratiot street, Singleton street and Papin street on the south side? A. Gratiot street I think varies a little in width in different places, but I think I should say it is in some places forty feet and in some place more. I should say it averages about fifty feet wide.

Q. Are Singleton street and Papin street about the same? A. No, sir. Papin street runs down to a very narrow street in part of it, and part of it widens out. A part of it would be about fifty feet wide and a part of it I should say not more than thirty.

Singleton street is a very narrow street. I doubt if it is wider than thirty-five feet. I don't know the width of

it, but I doubt if it is more than thirty-five feet, perhaps not that.

Q. Are there any industries located on the Terminal Railroad Association tracks proper, west of Compton avenue? A. No, sir.

Q. Are there any on the Terminal Railroad Association proper tracks west of Jefferson avenue? A. Yes.

Q. Whereabouts are they located? Not the names, but what section? A. In the territory between Montrose and Compton avenues there are some.

Q. Are there many or few? A. There are only a few outside of the coal companies. There are quite a number of coal companies there.

Q. I do not mean that kind of industry. I mean a manufacturing plant or wholesale house. The coal yards are nearly all above Compton avenue, from Compton avenue to Ewing. A. There are quite a number there.

Q. Take this section of the Merchants Bridge Terminal Railway down here (indicating), are there many track-located industries there in that two hundred and five car lengths of space? A. I think only about three. Two or three, or not more than three or four.

Q. Most of the track located industries in St. Louis, Missouri, are on the lines of the individual roads and not on the lines of the Terminal Railroad Association of Saint Louis, the Merchants Bridge Terminal Railway Company or the Wiggins Ferry Company, aren't they? A. There are quite a good many on the Wiggins Ferry, but the number on the Merchants Bridge Terminal Railway and on the Terminal Railroad Association was quite small. That is, at that time.

Q. But the greater number are on the tracks of the individual roads in St. Louis? A. Yes.

Q. The switching list shows that, doesn't it? A. Yes.

Q. You spoke in your direct examination about the ten-

dency at Chicago—or at least the disposition on the part of certain railroads there to have a unified system of terminals —or I understood you so to indicate? A. Yes.

Q. Isn't the plan you referred to there the plan of Mr. Delano? A. Mr. Delano's plan, which you refer to, I think, is a system of unified passenger terminals. I was not referring to that.

Q. Which plan did you refer to? A. The plan of the General Committee on the assembling of traffic of all Chicago railroads.

Q. That plan has not been carried out? A. Not yet. The Committee has been re-organized. They have had a pretty difficult proposition before them. There has been quite a lot of work in trying to get some basis of action.

Q. Do you know whether or not it is a fact that the New York Central Railroad in the last five years has spent twenty-five million dollars on its individual terminals in Chicago and is still spending money thereon? A. I don't know how much they have spent, but they have spent quite a good deal.

Q. Are you familiar with the purchase recently of the outer belt of Chicago by the New York Central Railroad at a cost of about A. I heard that reported a short time ago. I generally ask Mr. Brown about such affairs, but I have not seen him for a couple of months.

Q. You mean Mr. Brown of the New York Central? A. Yes, sir; I know him very well.

Q. You know of the fight between the Burlington and the Baltimore & Ohio for the control of the Chicago Transfer Company? A. Just as much as any other outsider could do. I was then out of it.

Q. Do you know that the B. & O. finally obtained control of that terminal property in Chicago at a cost of about twenty to twenty-five million dollars? A. Yes. When I say yes, I do not remember the figure, but I know it was quite large.

Q. Do you know that the Pa. R. R. is spending about twenty-five million dollars for the purpose of extending their own terminals in Chicago? A. I don't know that they have decided to go ahead with the plan or not, but I know they have been planning for a rearrangement of terminals on a large scale.

Q. Do you know that in the last few years the has been buying property near Madison to be used by the road individually as a terminal property? A. Only from mere heresay that they have been buying property. I don't know whether they have or not.

Q. You know it to be a fact, don't you, Mr. Perkins, that the several railroads are engaged at this time in tunneling at an expense of several million dollars the river at New York for the purpose of acquiring individual entrance into New York City? A. Yes, sir; I have looked that proposition over several times.

Q. That is occuring now, isn't it? A. Yes.

Q. If what I have suggested is correct, as to the vast expenditures that are being made and contemplated and already made at Chicago for terminals, would you still say that Chicago was endeavoring to maintain a system of unified terminals, such as we have at Saint Louis? A. I presume they are still trying to work on some scheme. I know they are going to have to do so.

Q. What? A. I presume they are still at work on that. Some new members of their Committee were appointed a while ago. They will certainly have to make further joint terminal arrangements in order to handle their business economically or effectively.

Q. I believe you stated yesterday that since you have become adviser to the Municipal Bridge & Terminal Commission you had advised, or at least assisted in the preparation of the reports that were issued by that Commission? A. Yes.

Q. And in a report issued in 1906 I believe the Commission advised that one of the objections to the then existing terminal situation was, that the public did not deal with the individual roads over which the shipments were made, but dealt with the Terminal Railroad Association, and that the Terminal Railroad Association ought to act as the individual agent of each road, so that in dealing with the agent of the Terminal Railroad Association a man would be dealing directly with the individual road itself. A. We thought that would give better satisfaction to the public.

Q. And that is your opinion now, is it? A. Yes; that it should be a joint agent.

Q. And not an independent carrier? A. Not make a separate transaction of this business is what I meant to say.

Q. Prior to 1905, the time this suit was instituted, the business had been carried on as a separate transaction? A. To a very great extent, yes.

Q. Is it your view that it is the business of the Terminal Railroad Association, if it should act as the joint agent of the individual railroad for purely terminal business in handling the business of the connecting line, to do away with the waste you spoke of, at the Cupples Station and the station at Tenth street? A. Sometimes they call it one and sometimes the other. It runs from Tenth to Twelfth street.

Q. Is that your opinion that it should be the business of the Terminal Railroad Association to do that, to do away with that waste? A. The Terminal Railroad Association should carry out that general improvement, there, to do away with the waste in doing business, yes.

Q. You stated that in your report, you know? A. Yes, I am very firmly of that opinion. All three factors, the Terminal Railroad Association, as such, and the railroad companies, and the public would benefit by it.

Q. Is it a fact that from an operating standpoint it is feasible for the Terminal Railroad Association to make

practical arrangements at the Cupples Station and provide for the proper handling of the business in the Mill Creek Valley in connection with the three entrances to that valley you have mentioned? A. Yes.

Q. Is it true, or not true, that the westbound roads from St. Louis, those having their termini on the west bank of the Mississippi River, and having independent and individual terminals in St. Louis, Missouri, handle their business in a fairly satisfactory manner, so far as inbound and outbound freight is concerned? A. In a general way their individual ends of the city they do. I do not think the business from the Mill Creek Valley is handled in an entirely satisfactory manner, or at least it is not at present. That is due to the defects in the methods of doing business on the individual railroads. Their failure to handle promptly, and so on.

Q. In your report of July 6, 1906, on page 27 you state, We believe a very considerable extension of yard facilities for the holding and classification of cars should be undertaken by the T. R. R. A. at North St. Louis, for use in connection with the Merchants' Bridge transfers and the belt line work. We find interchange still delayed to some extent in North St. Louis by shortage of such track room.

The West Belt line should be completed to a connection with the Frisco and Missouri Pacific Railroads as planned.

The belt affords extensive opportunities for the location of manufactories at the present time. A. I understand that they have done so.

Q. Then you understand no reason why they should not do so? A. No. I understand they have already done so. I understand business is going much more smoothly than at the time I wrote that.

Q. You stated on page 27 of that report. "Another requisite for adequate and satisfactory railroad service is a new and better entrance into the city from the east side of the river." A. Yes.

Q. You are still of the opinion that another bridge is needed here? A. Yes, I am still of that opinion, in connection with the things Mr. Moore and I have recommended in connection with a proposed use of the present bridge. I am not of the opinion that an additional bridge is needed so far as railroad capacity is concerned at this time. It is a matter of convenience, convenience of operation, and it is a matter of what is the opinion of Mr. Moore and myself ought to be done with the Eads Bridge and the tunnel properties for the future development of the city. We both felt that plans for a new bridge at some location at or near Poplar street should be got under way and agreed to.

Q. In your report you stated that the bridge was not a practical bridge to use, and that a sufficient amount of trade could not pass over it on account of the trouble in getting through the tunnel and that that limited the capacity of the bridge itself? A. That limits the capacity of the steam railroad deck of the bridge.

Q. Now, then, I understood your remark a while ago was that you did not think any additional bridge was needed for railroad facilities alone? A. I do not, at the present time. I suppose the Merchants Bridge is not used to one-third of its capacity at the present time. The ferry arrangements are used by no means to their capacity. The Eads Bridge is congested only at certain short periods of the day. At those periods there is a congestion and there is a decided discomfort to passengers and limitation as to the size of freight trains, on account of the tunnel. The tunnel not only has an eight and a half degree curve in it, but it has a heavy grade in both directions, up into the middle of it, something like one and one-half per cent, my recollection is.

Q. Then your view is that there are plenty of facilities for handling the business backward and forward across the river, if adequate warehouse facilities and team track room and storage room were provided on this side of the river

and on the other side also? A. For strictly railroad purposes at the present time, yes.

I explained fully in there that the inconvenience from trains having to go around by the Merchants Bridge to avoid the tunnel, is an operating inconvenience and delay both to the railroads and to the public.

I have further explained and published in various places, as well as Mr. Moore, the view we jointly had as to the ultimate use—not the immediate use, but in the course of say ten years, of the tunnel properties and of the Eads Bridge.

We felt that arrangements should be made to make the roadway of this bridge absolutely free to the public going back and forth, for passengers as well as for wagons.

We also felt that eventually the lower deck of the Eads Bridge might to much better advantage be used for electric cars.

Q. With a separate entrance at Washington avenue? A. At the time when we recommended that, no arrangement had been made to build the McKinley Bridge.

The idea we had in mind was that when it could be worked out arrangements should be made to allow the McKinley, as well as other electric car systems, coming into East St. Louis over that bridge, to come into St. Louis underground for a short distance through the most congested part of the city. And that on the other hand the railroad companies should build a bridge, adequate for many years to come, in the neighborhood of Poplar street.

That, of course, was a very expensive proposition, but we felt it could be worked out.

We submitted, as you will not in that report, some estimates on that bridge which we did not think excessive for the future traffic of the city.

Q. Then I gather your present view is that the business of the city could be promptly handled if proper facilities were

provided on either side of the river, with the present means of transfer, the ferry and bridges, so far as the railroad business is concerned? A. The actual present business, with the modification I have mentioned, the delay to trains in avoiding the tunnel.

Q. But those delays are not such as to render it impracticable to carry on the business? A. Not at all.

Q. And it is carried on that way now? A. Yes, it is carried on with fair satisfaction.

Q. I believe in your report you recommended that a third bridge should be built at or near Chouteau avenue? A. No, sir; our report said near Poplar street.

Q. That is not far from Chouteau avenue? A. That is not far from Chouteau avenue. From a strictly railroad point of view the routes by way of Poplar street to Cerre street, as shown in that report, seemed to us more advantageous than going a couple of blocks further south.

Q. That is really the most accessible point in the city from the east side of the river, for landing on the west side for railroad uses? A. It contemplates very long approaches on the east side. The difficulty on the east side is on account of the tremendous net work of tracks and the very low character of the country. So in order to come to a landing without crossing the railroad yards at grade, the approaches have to be carried for a long distance, perhaps a mile and a half. But that is entirely practicable. The plan we recommended, a long span cantilever bridge designed by Mr. Moore, worked out very nicely so far as the railroad connections were concerned.

Q. Now, I believe you stated in your direct examination that the consolidation of the Wiggins Ferry property (meaning now all its allied corporations that it controls), with the Terminal Railroad Association in 1902 or 1903, whichever it was that it occurred— A. I think it was in December, 1902.

Q. Well, somewhere along there. That it added greatly to the facilities of the city so far as handling of inbound and outbound traffic is concerned? A. Yes, I should say it added to the facilities by enabling more systematic methods of operation to be carried out and enabled the different classes of business to be carried through on most effective routes.

Of course, the greatest danger I had in mind, and Mr. Moore, too, was the absorption of the Wiggins Ferry facilities by one railroad or by a very small group of roads, those facilities being of tremendous extent and having great possibilities for future development.

It seemed to me at that time, and it does now, that these facilities should be controlled in such a way that all the railroads could have equal benefit of them.

I think I stated at the time you mention, in my first examination here, that at one time the Chicago, Burlington & Quincy Railroad Company, years ago, figured on trying to acquire the Wiggins Ferry Company property and I said I thought from the point of view of the interests of the city—

Q. You mean from the railroad point of view? A. No, sir; from the point of view of the commercial interests of the city, and also the general railroad interests, that it should have been an unfortunate thing if that had taken place. I think it would have been very unfortunate for any railroad or any one small railroad or any one small group of railroads to have obtained possession of them.

Q. That would simply have insured lessened competition for the business backward and forward across the river, between the Terminal Railroad Association and the Wiggins Ferry properties? A. No, I don't think it would have, in a broad way. I was in favor of acquiring the Wiggins property when I was with the Chicago, Burlington & Quincy Railroad Company. I thought it would be a tremendous cinch for the Burlington Road to have that property all to itself.

Q. Explain what you mean by "in a broad way?" A. Just as I tried to explain some time ago, that the business people of the city, the business interests of the city, necessarily had to do business with substantially all of the railroads. And it was, therefore, to their interests that all of the railroads have good facilities of different kinds in the different parts of the city. That the having of good facilities on the part of all the railroads enables all of the railroads to compete for all of the business on practically equal terms.

Q. Explain what you mean by "having good facilities for all of the railroads?" A. If a railroad can use practically the best facilities in a district, that railroad is in a position to compete for the business of that district and the business that is naturally handled on that group of facilities, on practically an equal basis with any other railroad, if it gives the same rates and same class of service. If they both have the same character of facilities, they are then in a position where the one that gives the best service and gives the best rates gets the business.

Now the railroads are not at the present time, and legally have not been since 1887, in a position to give allowances to overcome their defects in terminal facilities. They are not allowed, fortunately by law at the present time., to say to a man, "Well, as we are further away from your place of business than the X. Y. Z. Road we will give you a couple of cents a hundred pounds to send it over to us." They can not do that. They can not say to this business man, "Well, if you send your business to us we will pay you the cost of carrying it over to us." They can not say it to one merchant unless they say it to everybody else.

So the necessity, taking the railroad interests all together, and taking the business interests all together, for all the railroads to get equal facilities, practically, in a business district.

Q. And your view is, that it is better for the railroad companies and better for the public to have common terminals? A. It is better for the railroads and better for the public to have a perfected arrangement, such as we have gone a long way towards here in St. Louis, and which in St. Louis is better than in any other place I know of, to handle a large part of the business in a joint way.

Q. If that is true, Mr. Perkins, why was it that the Rock Island Railroad Company was willing to pay three or four times the actual value of the Wiggins Ferry Company, in order to gain an independent terminal entrance into St. Louis? A. It comes right back to the foundation of what I have said. If any one railroad can get the pick of the best locations and can get into every part of the business district of the city to a better advantage than the rest of the railroads, it has got a cinch on the business right there. It has got an advantage that other railroads can not get, under the present law; and really could not formerly, as I understand it, if the common law had ever been carried out in the matter, overcome.

Q. The selfish interest of any one railroad is to get hold of everything it possibly can.

Now, I understand, and I believe, judging from general conversation, that if you should ask the officers of the Rock Island and the Frisco Railroad Companies now if they believe, taking the railroad interests at a whole, they were right in trying to acquire that property for themselves, I think they would tell you they were not.

Q. That is your opinion only. You don't know that? A. I should not care to say what their opinion is, but I simply say I gather that from my conversations. At the same time you might still say if they could get hold of such a valuable property, with connections into every railroad and connection into a large number of industries and great possibilities of extension if they could get necessary franchises, that one

railroad acquiring that would have a tremendous advantage in getting the business of the city.

Q. Isn't it true that if one railroad company, as this Terminal Railroad Association of St. Louis, controls not only the Wiggins Ferry Company, but the Terminal Railroad Association and also the Merchants Bridge, haven't they complete control of the business interests of the city? A. If one railroad controlled this?

Q. Yes. A. If one individual railroad corporation controlled all that property it would mean any other railroad would have a mighty hard time getting business in St. Louis.

Q. If a half dozen railroads controlled it, wouldn't any other railroad outside of the half dozen have to come in on the terms of the half dozen that owned it? A. I think that would depend upon the way it was organized, on the terms of its organization and its policy.

Q. But as a matter of law or right, rather, they could not force their way in except on the terms that the owning corporation would permit: isn't that true? A. I do not say that. They would simply acquire the right to use the facilities of any such company on reasonable terms.

The ordinance under which the Union Station, for instance, was erected here provided that all railroads, any railroad coming into St. Louis, can use it on equal terms.

Q. After they reach the limits of the City of St. Louis: isn't that the ordinance? A. There is no difficulty in getting to the limits of St. Louis.

Q. Isn't that the ordinance? A. Yes, but the City of St. Louis has nothing to do with what railroads do outside of St. Louis.

Q. Certainly, and as far as crossing the river is concerned that ordinance has no effect whatever, has it? A. No, sir; and on the other hand my recollection is, in the past the charter under which the bridges were constructed, gives all the right to use them on practically equal terms.

Q. Will you look up those sections that gives that right and let us put them in the record here. I would like to see those. I have been looking for them for a good while.

You said there were twenty-eight roads coming into St. Louis, including the electric lines? A. Approximately that, yes.

Q. There are only sixteen proprietory lines, aren't there? A. There are fourteen direct proprietary lines. Those proprietary lines, though, control or are controlled by all the rest of the large railroads that come into St. Louis.

Q. You mean the fourteen proprietary lines control the other roads, all of them? A. Not altogether.

Q. I mean individually. A. Not all the other twenty-eight. But all those of any considerable size.

For instance, what I mean is this: The Southern Railroad controls the Mobile & Ohio—at least it is supposed to.

The Missouri Pacific and Iron Mountain interests control the entrance into St. Louis of the Cotton Belt.

The Clover Leaf owns or controls the Chicago & Alton.

I think that covers all those that really have any considerable volume of general business.

Q. You said a while ago, if I understood you correctly, that you believe there was a legal right by virtue of the bridge and by law, for any road to use the facilities across the river of the owning road, that is the proprietary line, on equal terms? A. I should have said on reasonable terms.

Q. Well, on reasonable terms, then? A. I simply gave that as my recollection. I have read a great many bridge acts, and I simply gave that from my general recollection of these.

Q. Take it as you said it, for what it is worth: I will ask you if you think that is true, to point out to me what particular statute or principle of law that yourself and the Mayor's Committee used, to enable you to get what you say

is the removal of the bridge arbitrary and thus change the existing rates, that had existed heretofore for the business across the river? A. Never used any law at all.

Q. If there had been a law you would have envoked it if necessary, wouldn't you? A. Only as a last resort.

Q. Did you intimate or say to the railroad officers that you could legally force them to do that? A. I don't think we ever did.

Q. The fact is, that question was never up, was it? A. The question of the legality?

Q. The question as to your right to force them to do it? A. The right to force an absorption of differentials?

Q. Yes. A. No, indeed.

Q. Don't you know as a railroad man and expert adviser to the Mayor's Commission, that you had no legal remedy by which the Mayor's Commission could force them or anybody else to absorb it? A. That Commission had no arbitrary authority to compel anybody to do anything. It simply had, you might say, the general power of the city behind it, and the sentiment of the actual business people behind it.

It conducted its negotiations with the railroad companies on strictly business lines. There were no fireworks about it in any way. It was simply a long series of purely business conferences, and all kinds of arguments brought to bear, of course, with all possible legitimate leverages we had to bring to bear on the problem.

The Commission gradually succeeded in making a majority of the railroads believe that what they asked was reasonable and right for the development of the future.

Q. You knew all the time that there was no legal method by which that Commission could command the abolishment of that arbitrary, and it was done by persuasion and negotiation, wasn't it? A. We did not feel that there was going to be any necessary resource to legal methods.

Q. You do not answer my question. A. I do not know that that was carefully gone into, to see whether there was or not, but I don't think there was.

I don't see how there could have been, except the question as to whether the Interstate Commerce Commission could say whether a scale of rates were reasonable or unreasonable, or whether the scale of rates was discriminatory against this city.

Those are legal propositions that would come before the Interstate Commerce Commission, as to whether the scale of rates of themselves, to and from St. Louis, were reasonable or unreasonable, or whether they were discriminatory, compared with the scale of rates of other cities.

Q. You have said before in your answer, and have repeatedly stated in your answer, that unified terminals would enable all the railroads to compete on a broad scale for business: Is that your idea? A. Yes, sir.

Q. You mean by that they could all have equal access to the rails of all companies?

For instance, take the Chicago & Alton Railroad from here to Chicago. You mean by the use of the terminal facilities that each should have equal access on equal terms to all the terminal property of the city of St. Louis? A. You say "equal access:" Do you mean with their own trains and soforth?

Q. I am leaving that for you to say. You are a railroad man. What is your idea about it? That is what I am going to ask you. A. I mean that to compete for all business, the service of any railroad should be carried on with as good a system of terminals and on as good a basis as the conduct of business on any other railroad.

Q. What do you mean by that? Let us be specific. You have been dealing with generalities all the time on that question. Let us get to the details so I can understand it. You say they should be dealt with on equal terms. You

mean for the rates charged, for instance, the Chicago & Alton from East St. Louis into St. Louis? A. Both for charges for the same kind of service and as to character of the service rendered. Both those things.

Q. They ought to be equal? A. Two similar pieces of service to two different railroads should be charged for on the same basis. Service of the same character to two different railroads should be the same.

Q. In that event there would be no difference and no objection between them as to the rates for terminal services, would there, as to anything that should be charged to the shipper? A. As to what should be charged to the shipper?

Q. Yes, if it were added in the freight rate. There would be no competition about that? A. No, sir.

Q. So the broad competition you speak of there on the rate question would be eliminated? A. No, sir, I do not see that it would be at all.

Q. Why not? The same rate for the same service. A. Not at all—

Q. Bear in mind what I said.

Mr. Watts: Let him finish his answer.

Mr. Crow: Let him answer my question.

This is my assertion, that the charge for the service rendered by the Terminal Railroad Association is added to the freight rate? A. That no more affects the question of the competition on the through rates than does the fact—

Q. I am not asking you about the question of through rates.

Mr. Watts: Answer the question.

A. Than does the fact that the Illinois Central pays the same rate of wages to its conductors as the Chicago & Alton pays to its conductors, or the Chicago & Alton pays the same rate for engine coal. They make their rates from St. Louis to Chicago, both of them. It cuts no figure with the public that one may pay for a certain part of its service

a higher rate than the other. The railroad performs a completed service. As long as the public gets a reasonable price for the service rendered it, it does not concern the public what the constituent parts of that rate are.

As a matter of fact, those two roads pay the same rates of wages, in a general way, to the same class of employees.

Q. Mr. Perkins, you must confess that you have not answered my question. The difficulty is that you insist on interjecting your theories in answering my question. I am not criticising your theories at all.

But the question I asked is, if from East St. Louis to St. Louis the Illinois Central and the Chicago & Alton Railroad had equal access to the terminal facilities of the Terminal Railroad Association and paid the same price for the service rendered by the Terminal Railroad Association, and if that service price, whatever it was, was added into the rate from Chicago to St. Louis by both roads, then there would be no competition on that rate for that service from East St. Louis to St. Louis on the Chicago rate, would there? A. Yes, sir, I should say there would.

Q. Wherein would the competition in rates exist? A. The competition in rates?

Q. From East St. Louis to St. Louis, now. A. We are not talking about that. We are talking about the rate from Chicago to St. Louis.

Q. I am talking about the service from East St. Louis to St. Louis. A. I can not answer a question comparing a rate from Chicago to St. Louis with a rate from East St. Louis to St. Louis.

Q. I am not talking about that. I was asking you a plain question about this haul from East St. Louis to St. Louis? We are talking about no competition in rates on the terminal properties here, now. A. You want me to answer a proposition of this kind. That it would be better for the Illinois Central and the Chicago & Alton Railroad to stop at

East St. Louis and make their rates there, and have several means of getting across the river as a separate proposition, so there would be competition for the final section of the trip, you might say, from Chicago to St. Louis. That is what I gather.

Q. That is not what I asked you at all. A. If on the other hand you mean to ask me if, provided the Chicago & Alton and Illinois Central were in business between Chicago and St. Louis, and had their rates between Chicago and St. Louis, and had several means by which they could get across the river, controlled independently of themselves, and had to pay market price for that, would there be greater competition between the Chicago & Alton and the Illinois Central Railroads then there would be if they controlled and operated one means of getting across the river?

Q. That was not the question I meant to ask you at all. You made the statement, I believe, that if there was common use of the common terminals there would be competition then between all the roads, in a broader sense. A. Yes.

Q. Now, then, I ask you if the Chicago & Alton and Illinois Central Railroads were doing business between Chicago, Illinois, and St. Louis, Missouri, and if the charge for a haul across the river, whatever it was, was made the same by the terminal companies of both roads, and both roads had equal access to the terminal facilities in St. Louis, and terms of equality as to prices of everything, if there would be any competition than in the rate for the service that was rendered between East St. Louis, Illinois, and St. Louis, Missouri? A. That would just depend on whether the Terminal Company were an entirely independent organization.

Q. How would being an independent organization affect it if they charged the same rate? A. If the terminal company were an independent organization, for the object of

getting everything it could out of the business, with no interest outside of its own restricted interests in the city limits, I should say very likely that that might not result—that particular thing would not result itself in any competition in rates.

Q. That would be the same rate. The question supposed that. A. That is one side of the thing. The other side is that where railroads control their terminal properties jointly, each railroad having to bear its share of operating and maintaining those terminals, it is naturally keen to have that expense of operating as low as possible, consistent with good service.

On the other hand, each railroad as against all its competitors, is keen to get the best possible service for its own business or for those terminals.

There is, therefore, under those circumstances, a keen competition, you might say, to keep down the cost of the doing of the service and also a keen competition on the part of each one of the railroads to get the best possible service for its business.

So, the result of that, in my opinion, is more competition, than in just the other way. The competition is of a slightly different character, of course.

Q. The fact remains that in the proposition I put to you there would be no competition between the two roads on the rates between East St. Louis and St. Louis, Missouri, for the service rendered, would there? A. Under those circumstances those two roads would not be doing business between East St. Louis and St. Louis. I don't see how I can possibly answer that question.

Q. Why not? If their trains came in here and they made a through bill of lading? A. In that case they would be paying a trackage charge for operating over those facilities. In that case I don't say there would be any question one way or the other about it.

Q. There would be no competition as far as that service is concerned? A. If there was simply one bridge here and those two roads made use of it and paid so much trackage charge over it, there would be no competition unless they saw fit to provide some competition themselves on their business.

Q. By way of rebates, naturally? A. No, sir, I don't mean that.

Q. I mean as to the rates? A. The situation would be this: If there was simply one bridge here, over which the different railroads could come in here, presupposing that bridge were an entirely independent outfit, with which the railroads had nothing to do, and it was simply up to them to pay a prescribed trackage charge over that bridge to get into St. Louis, then it would be simply a question with them as to whether they could better afford to go ahead and build a bridge of their own than to pay that trackage charge. Whether it would be more economical to have a bridge of their own—that is just an ordinary business proposition on the face of it.

Q. You are supposing things I did not put to you in my question.

Come back to the proposition.

Isn't it true that under the facts I assume, the common terminals, the common use and common charge for the service rendered, there would be no competition in the rate between East St. Louis, Illinois, and St. Louis, Missouri, between those two roads? A. They would not make any rates between East St. Louis, Illinois, and St. Louis, Missouri, under these terms. Their rates are between Chicago and St. Louis under the supposition you have made.

If you want to say that those two roads are going into business between East St. Louis and St. Louis and are going to run over an independent bridge, and pay for running

over that, I would say yes, there is competition between them.

It would be simply how close to the trackage charged for getting over this bridge will we come? How close to our actual operating expenses, plus our trackage charges, shall we come for transporting business across the river.

That is the only possible competition between those two roads. It is not competition between their Chicago business that your question covered. It is a question of any business they may do between East St. Louis and St. Louis.

Q. In all your reports, and in your direct and cross-examination, you have steadily put forth the idea that a union system of terminals here, owned by certain proprietary lines, was an ideal condition for St. Louis.

If that is true, then there must be a charge for the use of those terminals.

You knew that and accordingly you said that the charge should be unform for all roads using it.

I asked you the direct question and I desire a direct answer. I asked you to give that.

If it is true that a common charge should be the same for all the roads, is there any competition between any of the roads for that terminal service?

Mr. Watts: That is the question he has just answered.

A. There is a most emphatic competition in that.

Mr. Crow: Q. Wherein is the competition?

A. It is the competition as I have already explained, between all the members doing that, to get the lowest possible rate for themselves that they can. If they find that there is too high a charge for the use of their terminal facilities they are going to kick about it right away. They will say, "We will try to bring our own business to our own freight houses." I have recommended that each railroad have its own freight house in each district, at least one.

Now there is the competition all the time trying to get

its business to a road's own main house and tracks, or between its other facilities. It is a matter of getting the thing right down to rock bottom all the time.

Q. Your answer assumes that there was no difference in the charge for the terminal. If that is true there is no competition in the charge for the service and no competition in the rate for the service, necessarily. A. If you compare it with some possible theoretical property in the hands of a receiver there might be some competition further than I have outlined. But further than that I can not say there is.

Q. Competition between railroads consists of furnishing quicker delivery of inbound and quicker exit of outbound freight, or better cars, or better rates, or better team track facilities. Isn't that true? A. Yes.

Q. Those are things you call competition, where one road can furnish better facilities of that kind, either all of them, or one of them, than another road? A. Yes; every road tries to furnish the best facilities it can.

Q. Now you have stated that this system of common terminals here resulted in broad competition? A. Yes.

Q. Now, then, competition in what? Does one line of railroad furnish better cars than the other for the eastbound freight? If so, what road? A. It is competition on through rates and through service?

Q. Be specific. Take the question of cars. Is there any competition about the kind of cars they furnish? A. Certainly.

Q. Does one road furnish for eastbound business better cars or system of cars than some other road? A. Yes, sir.

Q. What road furnishes the best system of cars? Take it for the seacoast business? A. I can't answer that.

Q. You have been investigating this question of traffic across the Mississippi river moving east and made this recommendation that unified terminals would make competition. If one road furnishes better cars than the other

you ought to be able to tell which one it is. A. Oh, well, there are all degrees of that, so far as that is concerned. They are continually changing and getting new equipment and better equipment, bringing about a better handling of it.

Q. You are unable to designate, then, any particular road that in your judgment furnishes better cars as a means of competition for Atlantic seacoast business out of St. Louis than any other road?

Mr. Watts: I don't think that is a fair question to ask the witness. That is advertising one road against another.

Mr. Crow: It is not a question of asking him to advertise any one road. He is not in the railroad business now, or at least with any of the roads here.

A. I could not say offhand what road furnishes the best cars. I would seriously object to saying it if I could. I don't think that would be fair.

Q. I will ask you this question: What road furnishes the best team track and warehouse facilities competing for eastbound business from St. Louis? A. Well, I should say on the whole the Wabash does at the present time.

Q. The Wabash team track facilities and warehouse facilities are the property of the Wabash R. R. itself? A. Well, you are speaking of the individual railroad facilities. They are all located in the north part of the town and in the western part of the Valley. They also use the Terminal Railroad facilities as the other railroads do.

Q. What railroad, if any, furnishes the best rate on St. Louis business from here to the Atlantic Seat Coast? A. The rates by the direct lines are all the same. All roads have various differential arrangements, by the water routes and round-about routes that take a long time.

Q. Take the Pennsylvania and the Clover Leaf, they compete directly for Atlantic Sea Coast business; which of those roads furnishes the better rate? A. I suppose lower rates, on account of their water connection, might be ob-

tained over the Clover Leaf. I doubt if the Pennsylvania out of here has as low a rate into New York as the Clover Leaf.

Q. Is there any other Atlantic Sea Coast line that has any different rate for the same class of business as the Pennsylvania? A. Yes, there are a good many lines that compete for Atlantic Sea Coast business under many different conditions.

Q. Under the same conditions, and for the same class of traffic? A. You say the same class of traffic. Do you mean the same character of goods, or the same character of service?

Q. The same character of traffic. A. Why, certainly, there are a good many different rates.

Q. You are talking to me as an expert. Of course, I am not an expert. You understand clearly, I think, what I am asking you, so there need not be any misunderstanding about that.

For instance, take the proposition of shipping dry goods from New York to Saint Louis, Missouri, by the roads that compete, other than the Clover Leaf. I ask you if there is any difference in the rate on that class of goods? A. Yes, a very material difference.

Q. What are the roads and what is the difference? A. There are the direct fast through routes you talked of, like those directly through over the Pennsylvania, or over the New York Central or the Big Four, or over the Lackawanna or the Wabash.

Q. Those you mention are all similar service, are they? A. There might be a little differential on the Lackawanna business. I am not quite sure of that. But there are a good many different routes, and parts of the same lines and parts of different routes, by which the rates are materially different.

Q. For the same service? A. For transporting the goods from New York to St. Louis.

Q. In the same manner, by rail? A. By rail, and a still greater difference where part of it is by water.

Q. Mention two roads which have direct rail connection from here to New York, that have a different rate on dry goods from here to New York, either by fast line or by part water route. A. I think there is a lower rate by way of the Ogdensburg Route.

Q. Where is that? A. Ogdensburg is in the northern part of New York.

Q. That travels around through Canada? A. Yes.

Q. Confined to the United States by these direct lines? A. I can not say just how those are arranged now. I have not looked them up for a long, long time. There are different combinations, and they vary from year to year.

Q. I will ask you, Mr. Perkins, if it is not true that the Central Freight Association and the Trunk Line Committee and the East Bound Committee fixed these rates from St. Louis, Missouri, to New York and the Atlantic Sea Coast? A. I suppose it practically amounts to that.

Q. Mr. Perkins, do you know what relative per cent the Clover Leaf carries of Atlantic Sea Coast business from St. Louis, compared to the Pennsylvania System, or didn't you ever have occasion to look into that? A. The annual exact figures on that are published each year in the Merchants Exchange report. The exact figures and the amount of tonnage handled by each railroad. I have figured many of those out, from time to time, taking them from the annual reports to the Merchants Exchange. But I could not give them offhand. However, they are easily available.

Q. In the report of the Municiple Bridges & Terminals Commission they state finally that about two million dollars has been saved to the citizens of St. Louis by the absorption or the so-called absorption, of the bridge arbitrary on certain

classes of freight by the railroads. That is, two million dollars per annum.

I will ask you if that amount of money had annually theretofore been taken from the people of the city of St. Louis, or those who paid that arbitrary, by the railroads owning the Terminal Railroad Association? A. I think that was the estimate for 1908. Various terminal properties had collected that amount, or various agencies for crossing the river, had collected a considerable part of that amount in proportion to the business of past years, directly from the public, as additional charges on the business.

I don't think your question was entirely a fair way to put it. It was a charge for the service rendered, which, however, the railroads have now agreed to make a part of their through service, covered by their through rates.

Q. I will ask you this question: Since 1902, when the Wiggins Ferry Company, the Merchants Bridge Terminal Railway and the Interstate Car & Transfer Company were consolidated, is there not now, between East St. Louis and St. Louis a railroad business on simply a common rate and a common terminal charge, with a choice of routes only? A. I think so.

Q. That same choice of route obtained at the same price for the same service, is not competition, either as to service or as to route, so far as the terminal properties are concerned? A. No, sir, it is not competition as to charge.

Q. Do you know what railroad gets the biggest percentage of eastern traffic in and out of St. Louis—only in a general way, without going into the figures? A. You mean of the eastern traffic as distinct from the southeastern?

Q. Yes, in and out of St. Louis? A. My recollection is that the Vandalia does.

Q. I will ask you if it is not the Wabash? A. I think that is very doubtful. The amount has increased on the Wabash very greatly in the last year or so.

Q. You have those figures, haven't you? A. Yes, they are all published, as I said, in the reports to the Merchants Exchange.

Q. Will you kindly look that up and furnish the stenographer with the memorandum as to which is the larger, the Vandalia or the Wabash? A. Yes.

Q. Isn't it true that as far as the physical condition of the roads is concerned there has not been any benefit added by the consolidation of the Wiggins Ferry Co., the Merchants Bridge Terminal Railway and the Terminal Railroad Association of St. Louis? A. No, not as far as physical condition is concerned.

Q. I will ask you if there was any improvement by reason of the consolidation in the physical connection and use of the roads? A. Yes.

Q. Were there more switches connected up? A. There was a rearrangement of tracks and switches.

Q. Where? A. All up through Hall street.

Q. After the Wiggins Ferry purchase? A. Yes.

Q. That would be disclosed, then, on the Wabash tariffs, wouldn't it, and on the connection of the switches, wouldn't it? A. No.

Q. You used to be a member of this Association here, of local switching agents? A. A great many years ago I was.

Q. Examine that list and see if it does not purport to show all connections? This is a book called "Switching Rates of St. Louis and East St. Louis and List of Railway Connections, Public and Private Switches." A. Yes, but I am told this needs a very thorough revision at the present time.

Q. It was good up to 1905, wasn't it? A. I think so, practically.

Q. Here is an amendment, which brings it down— A. The Terminal Railroad Association properties all have their own tariffs, distinct from this.

Q. But the connections are all shown, of the various properties. That is what this list is issued for and is one of the objects for isuing it, isn't it? A. Yes.

Q. To show railroad men and shippers how to route cars? A. Yes.

Q. I will ask you if it is not a fact that aside from the new roads that have been built, and aside from the connection at Gratiot street, there has not been any additional connection physically made between the Terminal Railroad Association, the Wiggins Ferry Company tracks and the Merchants Bridge Terminal Railway tracks from 1892 up to 1902? A. No, I don't think that is a fact at all.

Q. Up to 1902, I said. My last question was limited to up to 1902. A. Your question was whether up to 1902, there had been any additional connections made, since when?

Q. From 1892 to 1902. A. From 1892 to 1902?

Q. Yes, between the three properties? A. On this side of the river?

Q. No, on both sides of the river—other than the new roads and the connection at Gratiot street.

Here is a list of the railroads and their connections in St. Louis and East St. Louis. Look at that and perhaps if there have been changes you can tell more readily where the changes have been made. A. This does not cover anything in 1892. It was 1898 when this was published.

Q. Well, I will ask you whether you know or not if there were any changes from 1892 to 1898?

This book purports to be issued April 1st, 1905, doesn't it? A. (After examining book.) Yes.

Q. The one you have is just the same, isn't it? Aren't they duplicates? A. Yes. This one (indicating) is 1898. I did not notice which one I had.

Now the question, as I understand it, is, whether between 1892 and 1902 there have been any changes in the connections between the three properties, the Terminal Railroad

Association, the Merchants Bridge Terminal Railway Company, the Wiggins Ferry Company, as between themselves?

Q. Yes, on either side of the river, and between any other railroads, except for the building of new lines and the connection at Gratiot street between the Merchants Bridge Terminal track and the Terminal Railroad Association track—or the Missouri Pacific? A. Yes, there have been.

Q. Where were they, and when? A. Additional connections were made by the Merchants Bridge Terminal Company with the C. B. & Q., through Angelica street, during that period.

Additional connections were made by the Merchants Bridge Terminal Company, by an extension north to Baden, through the tracks of the St. Louis Car Company into the C. B. & Q. tracks.

Q. What time was that connection made? A. I suppose along about 1900.

Q. What time was the connection made with the Burlington? A. I think the one at Angelica street was made about 1895.

Q. Therefore, there had been physical connection between the Burlington and the Merchants Bridge Terminal, and a use of the Merchants Bridge Terminal tracks by the Burlington Company? A. They had a connection down at North Market street.

Q. Where is Angelica street? A. Angelica street is about two blocks south of Grand avenue.

Q. In North St. Louis? A. Yes, in the northern part of the city, south of the Merchants Bridge. It is either two or three blocks south of Grand avenue.

My impression is that during that time there were several re-arrangements in connection with the district between North Market street and Bremen avenue between the Wiggins Ferry Company, the Merchants Bridge Terminal Rail-

way Company, the Wabash and the Burlington Railroads together. They all come into that neighborhood there.

Q. Wasn't that connection made before that time? A. There were connections there. I say there was a re-arrangement of them. There were actual connections of a certain character.

There was, during that time, a connection made in Main street, right north of Ashley street, between the Merchants Bridge Terminal tracks and the C. B. & Q. tracks.

Q. Was that a connection for an industry track? A. No, sir.

Q. What year was that made? A. That was either the last of 1901 or the first of 1902.

There was a connection made in 1902 by the Wiggins Ferry Company, through the stock yards, into the C. B. & Q. track at Bremen avenue.

Q. In North St. Louis? A. Yes. I think that connection was made; they had built up to the road, but the connection had not been made when I left there to go to St. Joseph. I think it was made shortly thereafter. That is simply my supposition.

A new connection was made between the C. B. & Q. and the Wiggins Ferry, a double track connection, down the levee from Wright street to North Market street. That was made in 1901, I think.

Q. Between what was that connection? A. I said between the C. B. & Q and the Wiggins Ferry tracks.

Also, during that period, there was a connection made between the Wabash and the C. B. & Q., through Humboldt avenue. An exchange between the Wabash and the C. B. & Q. was originally down at North Market street, and later on a connection was put in through Humboldt avenue, in addition, for various classes of business.

That is all I think of right now, on the west side of the

river, during that period. It would be hard to recall them without taking considerable time.

Q. No additional ones, beside those you have enumerated, in the period between 1892 and 1902, were made between the Wiggins Ferry, the Merchants Bridge Terminal Railway, and the Terminal Railroad Association, but connections have been made between those three terminals, or between two independent railroads? A. Well, I am not sure.

Yes, in that time I think connections were made north of North Market street between the Merchants Bridge Terminal and the Wiggins Ferry.

Q. At what point? A. A very short distance north of North Market street.

Q. Do you know about what time that was accomplished? A. I presume along about 1893.

Q. About the time the Merchants Bridge Terminal was completed down to Gratiot street? A. I think such a connection was made in 1894, and I presume— Well, I can not say just when it was put in. I don't know that I ever had any occasion to inquire.

Q. That is the only connection directly between those three properties that you remember being made between those dates, 1892 and 1902, in St. Louis? A. I think one additional connection was made up in the neighborhood of Bremen avenue, south of Bremen avenue, but I don't know of any others than those two except the one you have spoken of.

Q. You mean the one between the St. Louis Transfer Railway and the Merchants Bridge Terminal tracks at or near Bremen avenue? A. Yes.

Q. About what year was that? A. I think along about that time.

Q. That is the one you refer to, then? A. I think there were two switches connecting, one a little north of North Market street, is my recollection, and one nearly up to Bre-

men avenue, up in the neighborhood of the old St. Louis stock yards.

Q. After the acquisition of the Wiggins Ferry Company by the Terminal Railroad Association of St. Louis, in 1902, you say the tracks of Hall street were rearranged? A. Yes; rebuilt.

Q. That was the only additional physical connection between the Terminal Railroad Association and the Wiggins Ferry that occurred in St. Louis, was it? A. I think that was the only change, yes. They have made various plans but none have been carried out as yet that I know of.

Q. The change you speak of was merely a rearrangement of them, simply to facilitate the transaction of business? A. Yes.

Q. I show you this book entitled "Switching Rates, St. Louis and East St. Louis, and List of Railway Connections to Public and Private Switches," purporting to be compiled by the local freight agents, superceding that of April 1, 1898, and reissued April 1, 1905, and I will ask you to state if that is the authorized publication of that Association? A. Yes, but it has not been kept up to date, I am told. There have been a lot of—

Q. You do not mean to say it has not been kept up to 1905? A. I think it was undoubtedly correct up to that date.

Q. That is what I am asking about. A. Yes.

Q. I will hand you a book marked "Switching Rates, St. Louis and East St. Louis, and Switching Connections to Public and Private Switches," purporting to be compiled by the local freight agents, issued April 1, 1898.

Now I will ask you if that was correct, in your judgment, up to that time—or, purported to be correct, at least? A. That for 1898 I think was correct at that time.

Q. As a local freight traffic agent for the Burlington Railroad you were at one time a member of that Associa-

tion, weren't you? A. Yes, I was a member of it. I still was technically, at that time, as while I was also acting superintendent. No agent had then been appointed as successor to myself, and I was still officially its local freight agent. The book still bore my name, and I notice I was president of the local freight agents association at the time this book was issued.

Q. Mr. Perkins, I will ask you if you remember the clause of the Merchants Bridge franchise requiring it to build a passenger station at a cost of ten million dollars within two years from the time of the passage of the ordinance? A. There was some passenger station clause; but I have entirely forgotten the terms of it.

Q. Those were the terms of it.

Supposing those were the terms, I will ask you to assume that those were the terms, that the Merchants Bridge Terminal Railway Company was required to build a station in North St. Louis for passengers, costing two million dollars, within two years of the passage of the ordinance: If that were in that franchise, and the station had been built, would or would it not have been beneficial to the City of St. Louis? A. I doubt it very much. In fact, I believe it would not have been, as against having all the roads come to one union station; centrally located.

Q. But that would not have prevented the roads coming to a union station, would it? A. Possibly not. Still, if a large station were to be built somewhere, as an auxiliary to the Union Station, I doubt if it would have been properly located, if it had been built at that time.

Q. I want to get myself straight in my own mind about an answer you made in your examination in chief.

I understood you to say it took several times as long to get freight through Chicago as it does to get freight through St. Louis: Is that correct? A. Yes.

Q. In that statement did you refer to freight destined to

a point beyond Chicago, to a point west of Chicago? A. Yes.

Q. You did not refer to freight destined from Chicago to some point in Illinois or Missouri, or from some point in Illinois or Missouri, with Chicago as its destination? A. I was referring to the passage of freight through the terminals of the two cities.

Q. That is freight going beyond? A. Yes, that passed through from one road to another, or through a number of roads.

Q. And which did not stop in the city—or, did you confine it to that? A. My recollection is that what we were speaking of—

Q. Did you say you meant to limit that to any particular class of freight, with reference to the time it took to get through Chicago? A. Any particular class, no.

Q. I mean as to destination, whether destined beyond Chicago, or beyond St. Louis, or simply going into the city of Chicago or the City of St. Louis? A. I think I was talking at the time of freight business through—through shipments—speaking of Chicago or of St. Louis as a gateway.

Q. That is what I thought, but I did not get it very clearly from reading the record.

I will ask you if you know, or have any knowledge, of the expedition with which business, prior to 1905, outbound, was handled from St. Louis into Illinois territory, as compared with similar business, outbound, in Chicago, destined to some point in Illinois? A. Only in the most general way.

Q. You never had any occasion to investigate that? A. Not specifically, no.

Q. I will ask you if it is not a fact that in the case of the Terminal properties you speak of, in Paris and Berlin, aren't those properties belt lines around those cities, and used to connect with the various railroads? A. Yes.

Q. Isn't it a fact that at St. Louis the Merchants Terminal

Railway and the Terminal Railway Association and the Wiggins Ferry Company were straight lines of railroad, furnishing transportation across the river and forming a part of the railroad transportation necessary to be used to get freight and passengers from the east side railroads to St. Louis, Missouri, and that prior to 1905, a separate charge was made for this haul by these companies, to-wit, the Wiggins Ferry Company, the Merchants Terminal Bridge Railway Company and the Terminal Railroad Association, which three companies were operated independently of the east side roads, so far as charges were concerned? A. Prior to 1905 their charges were separate?

Q. Yes, prior to 1905? A. That was true on eastern business, yes.

Q. Isn't it true that prior to January 1, 1902, the operating railroads were independent and competing railroads and transportation companies, engaged in transporting for hire, between Missouri and Illinois, at St. Louis, Missouri, and East St. Louis, Illinois, passengers and freight, to-wit: the Terminal Railroad Association of St. Louis, the Wiggins Ferry Company and the Conlogue Belt Railway, operating in connection with the Missouri Pacific Railway, car transfer boats, and the Interstate Car Transfer Company?

I don't put the Merchants Bridge Terminal in, because they considered it a part of the Terminal Railroad Association at that time. A. Yes, they were entirely separate, doing their separate business for hire, or for certain rates.

Q. Mr. Perkins, in performing this service and making the charge they did for the haul across the river, in addition to the freight rate of the east side roads to east St. Louis, Illinois, weren't those companies that I have above named, the Terminal Railroad Association, the Wiggins Ferry Company, and the Conlogue Belt Road, operating in connection with the Missouri Pacific Car Transfer boats and the Interstate Car Transfer Company, performing a part

of the railroad haul between St. Louis, Missouri, and the territory east of the Mississippi river? A. Yes.

Q. Now I will ask you if it is not a fact that the Wiggins Ferry Company, before the consolidation with the Terminal Railroad Association, in 1903, had connections with every railroad in East St. Louis? A. I think so. I don't remember any exception.

Q. The only road it could not deliver direct to in St. Louis, Missouri, was the Frisco road, wasn't it? A. Yes, the Frisco and the Colorado roads.

Q. Isn't it a fact that where traffic was destined from the Wiggins Ferry Company, or over its rails in East St. Louis, to the Frisco-Rock Island Road, west of the river, it was delivered directly to the Terminal Railroad Association, or to the Merchants Bridge Terminal Railway by the Wiggins Ferry Company in East St. Louis? A. I don't understand that.

Q. If it was destined to the Frisco Road from the Wiggins Ferry Company's tracks in East St. Louis, wouldn't they deliver it directly to the Merchants Bridge Terminal or to the Terminal Railroad Association, prior to 1903, when the roads were consolidated? A. Either to the Merchants Bridge Terminal or to the Missouri Pacific, at the two different gateways.

Q. Either to the Merchants Bridge Terminal or to the Missouri Pacific? A. Yes.

Q. Either route offered as little resistance to the traffic as the other, did it? A. I don't know that there was very much difference.

Q. It is true it would move along the line of least resistance—that is, where the connection would be the most direct, if it was the proper route? A. It would depend a little on where the business landed, so far as that is concerned.

Q. Isn't it true that prior to 1903, when traffic was des-

tined to the Rock Island Road at East St. Louis— A. You mean St. Louis, don't you?

Q. No, I mean traffic destined to the Rock Island, the Chicago & Eastern Illinois—when traffic from the west side was destined to the Rock Island at East St. Louis, Illinois, it would be delivered by the individual road that carried it into St. Louis, Missouri, to the Terminal Railroad Association or the Merchants Bridge Terminal, which delivered it directly to the Rock Island at East St. Louis? A. I was trying to think as to whether they were actually in business there before that time or not. The question is, whether before 1902 all west side lines—

Q. January 1, 1903. The question is, if the traffic was destined from west side lines to East St. Louis, wouldn't it be delivered by the individual road which carried it into St. Louis, Missouri, either to the Merchants Bridge Terminal or the Terminal Railroad Association, which in turn delivered it direct to the Rock Island Railroad? A. The Chicago & Eastern Illinois was more of a Frisco than a Rock Island road.

Well, yes, except I am inclined to think that at that time the Chicago & Eastern Illinois was not using any tracks of its own into East St. Louis.

Now, however, it has a joint arrangement with the Big Four. It is a simple track proposition which they went into jointly. As to whether they were actually operating their own track at East St. Louis by that time, I do not feel quite certain just now.

They have not, you know, any facilities, at East St. Louis—that is, the Chicago & Eastern Illinois has not. I don't think at that time they had even their own tracks into East St. Louis; but now, as I say, by combination they have their own track into East St. Louis.

Q. I believe you said that Union Terminals was a reduction of expense to the public, on account of fewer places

to transact its business. I believe you stated that in your direct examination? A. Yes.

Q. You also stated that by consolidation of these properties these railroads had created more terminal facilities, built more tracks, and made more connections, didn't you? A. Yes, there was a good deal of additional trackage arranged for improving the internal circulation, as you might call it, between the different parts of the city. And of course, at the time, and the time shortly before the World's Fair, energies were mostly bent on getting ready to handle the additional traffic that would come on account of that event.

Quite a large additional scheme was agreed to, I understand, between the Terminal Railroad Association and a Committee of citizens, prior to the World's Fair, but the necessary franchises for that were refused by the Municipal Assembly.

Personally, I never was very much in favor of the plan proposed. But of course that has nothing to do with it.

A large amount of work in certain directions was put off, on account of the failure of certain proposed franchises to pass the Municipal Assembly, and a good deal of money was locked up in land and material.

Q. Mr. Perkins, if more tracks had been built and more connections made, would not the public then have had more places to transact its business? A. Well, no, not necessarily. For example, the team tracks at Sixteenth street have been rearranged, raised from three to five feet, and paved with vitrified brick, so it is generally estimated that the capacity of those, so far as the public was concerned, as I understand, was increased by the better arrangement, something like twenty-five per cent.

Similar work has been done in the Gratiot street yard and in other places.

What I say about the public gaining by not having a mul-

tiplicity of places to go to is, that they can do business with a number of different railroads at one place.

That, however, is a very different proposition from facilities being provided at a considerable number of different places in a city.

Q. You mean to say the improvements have been limited to the Mill Creek Valley, so far as additional team tracks are concerned? A. No, sir, I do not.

Q. When were those additional team tracks provided? A. In the Mill Creek Valley?

Q. After the consolidation, you said? A. These improvements have been made in the last couple of years, these improvements I have just referred to.

Q. Subsequent to 1905, then? A. Yes, those were made subsequent to 1905.

Q. I will ask you if there were any additional warehouse or team track facilities provided between 1902 and 1905, say October, 1905? A. I think some additional room at the north end was provided during that time. So far as I recollect, I do not recall any additions being made in the Mill Creek Valley, that is, in the lower part, during that time.

Q. I am speaking about the Terminal Railroad Association now, not the Merchants Bridge Terminal Railway. A. I understand. I do not think there is any change in that time in the Mill Creek Valley, in the amount of team track room or the amount of warehouse room.

Q. There was no change at all in the warehouse room, was there? A. No.

Q. Was there any change in the north part of town? A. I think during that time there was some additional team track room built at points between Dock street and Bremen avenue.

Q. By the Terminal Railroad Association? A. By the Merchants Bridge Terminal Railway Company?

Q. How much car length space? A. (After examining report of Commission). Well, in that district I have mentioned, between North Market Street and Bremen Avenue, there were some extensions during that time; but just how many car lengths I couldn't say, Twenty-five or something like that.

Q. It was a natural development of the property, without regard to whether it had been consolidated or not, wasn't it? A. Yes. Extensions were needed there at different places, and at the time of the building of the new track down Main street there was some extension, I think, of the amount of team track.

Q. Of the Merchants Bridge Terminal, down Main street? A. Yes.

Q. When was that built? A. In 1902.

Q. 1902. A. Or the Terminal Railroad Association tracks in Main street were rearranged between Florida street and Biddle street and a third track built jointly by the Terminal Railroad Association and the C. B. & Q. and that was taken over almost entirely by the Terminal Railroad Association. I don't think the C. B. & Q. ever used it to any extent. I think along in that time there were some small extensions in the track in the small yards there at Florida and Carr streets, but they were comparatively very limited.

Q. The Merchants Bridge Terminal tracks that you speak of as being extended in 1902, were extended from where to where? A. That was an additional track in Main street from Florida street to Biddle street.

Q. How far is that? A. Four or five blocks.

Q. That was also a natural development of the Terminal Railroad Association's property in that direction, and not necessarily caused by the consolidation? A. It was the natural result of the growth of the business from the north end into the Mill Creek Valley.

That track, as I say, was built jointly by the Terminal Railroad Association and the C. B. & Q. The ultimate uses of that track were not what was at first contemplated.

Q. In your direct examination you said in reply to a question which assumed that if the Missouri Pacific Railroad on the west side wished to deliver a car to the Vandalia Railroad on the east side, prior to the connection between the Merchants Bridge Terminal and the Terminal Railroad Association and the Missouri Pacific Railroad tracks in the Mill Creek Valley, the Missouri Pacific Railroad would send that car over the tracks of the Merchants Bridge Terminal in St. Louis and the Terminal Railroad tracks in East St. Louis.

In reply to that question you stated that the first delivery would be from the Missouri Pacific to the Iron Mountain proper, provided that they were independently operated lines (which they were not, as you stated) then the Iron Mountain would deliver it to either the Wabash or the St. Louis Transfer Railway. And the Wabash or the St. Louis Transfer Railway would deliver it to the Merchants Bridge Transfer, and the Merchants Bridge would take it across the river and down over the Madison & Illinois Railway to a connection with the East St. Louis Belt Railway, and that road would take it to a connection with the Vandalia.

You were familiar with the traffic conditions at the time you assumed the course this phantom car would pursue, and I will ask you, keeping in mind the railroad principle that traffic should move along the line of least resistance, would you have routed a car in this manner if you had wanted to deliver it, under the existing conditions you have described, from the Missouri Pacific on the west side to the Vandalia on the east side? A. Oh, no.

Q. How would you have routed it, so it would go along

the line of least resistance? A. Either over the Terminal Railroad Association Bridge or over the Wiggins Ferry.

Q. And that would have involved simply one movement of the car between the Missouri Pacific tracks and the Vandalia tracks? A. Yes, simply over one intermediate line.

Q. I will get you to state if it is not a fact that the Vandalia Road owned or controlled the Conlogue Belt Line, which is operated in connection with the Missouri Pacific Car Ferry at Carondelet, and was exchanging traffic with the Missouri Pacific at that point, daily, and had been since 1873, thirty-five years ago; and wouldn't that have been a point of direct connection also between the Missouri Pacific and the Vandalia, at the time prior to the connection between the Merchants Bridge Terminal and the Terminal Railroad Association tracks and the Missouri Pacific tracks in the Mill Creek Valley, which was in 1893? A. At that time I do not think the Missouri Pacific was operating its business from Carondelet, or any point inside the limits of St. Louis, Missouri, in that way.

Q. In 1893? A. I don't think it was.

Q. When did it begin? A. Oh, I think it began long prior to that, but I don't think it was doing that then.

Q. Where was it operated from in connection with the Conlogue Road? A. Well, it was possible it had some boats running across at that time. I am not sure about that.

Q. If it did have boats running across there at any point in or out of the city, and operating in connection with the Conlogue Road, that is the place where that supposed car could have been sent, with one intermediate movement, from the Missouri Pacific on the West to the Vandalia on the east side? A. We regarded the Conlogue Road as a separate property; still, the Vandalia controlled it. I think they handled it as a separate proposition.

At this point, 5:30 p. m., by consent of counsel, an adjournment was taken until tomorrow, Wednesday, May 20, 1908, at 10 o'clock a. m.

St. Louis, Mo., May 20, 1908.

Met pursuant to adjournment as above, on Wednesday, May 20, 1908, at 10 o'clock in the forenoon.

Present: Honorable R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the Government.

Mr. M. F. Watts appeared in behalf of the Defendant.

On account of the absence of the witness, recess was taken until half past two o'clock p. m. of the same day.

After recess, on Wednesday, May 20, 1908, the parties met and the following proceedings were had:

CROSS-EXAMINATION BY MR. E. C. CROW.

ALBERT T. PERKINS continued:

The Witness: To go back to one of those questions, I ought to have told you that the Vandalia Line did the biggest eastern business in and out of here, taking the eastern lines alone. I would like to have that corrected.

Mr. Crow: After this record is written up I suggest that you go over it at your leisure.

The Commissioner: I have called your attention to that before, Mr. Perkins. After the record is written, you are at liberty to read it over and correct any errors there may be in it.

The Witness: That is a change I desired to make. It used to be the Big Four, but it has dropped behind a couple of the others and the Vandalia is the leading one now.

I don't know whether it is in the record there or not. I

also got hold of this memorandum, this being the first chance I have had to dig it up.

Mr. Crow: Q. About the Ranken property? A. Thirty-four thousand, eight hundred and twenty square feet that were bought outright, cost two dollars and fifty-one cents per square foot, approximately.

Q. Is that of the Ranken tract? A. You know I stated in my testimony that part of it was bought outright from Robert Ranken and the rest of it was leased.

There were seven hundred and seventy-eight thousand, one hundred and fifty-seven (78,157) square feet, as I figure it, leased from the other Ranken heirs on a valuation of three dollars per square foot, figured on a five per cent basis. The total amount in that particular Ranken tract, exclusive of streets and alleys, is eighteen and six-tenths acres. I suppose the streets and alleys might run that up to three acres more.

I think probably the figures that you and Mr. Watts had in mind was the entire tract, including the property north and south of that. I think you said about thirty-five acres, and I think Mr. Watts said about thirty-one acres. I think I said that was rather high. I think, after looking up my memorandum, that you both had in mind the whole territory that the Terminal Railroad Association proposed to get hold of.

Q. What is the amount of this Ranken tract which should be acquired, or at least that could be acquired? A. Well, I haven't measured that up. Probably pretty nearly that.

Q. On the basis you mention there, of two dollars and fifty cents for the purchased block and three dollars per square foot for that which is leased, it would average them, for car space, per annum, on the basis of five per cent, about sixty-five cents per car, per year, wouldn't it, rental? A. Well, somewhere in that neighborhood.

Q. A little more or a little less? A. Well, in that neighborhood.

Q. Is that all? A. I think that was all you spoke of yesterday afternoon that I was to look up.

Q. Mr. Perkins, I will ask you if there was any additional physical connection made between the Merchants Bridge Terminal, the Terminal Railroad Association and the Wiggins Ferry Company, after the consolidation in 1903? A. No, only a rearrangement of what existed. I think no other.

Q. That is the rearrangement on Hall street, as you mentioned yesterday? A. Yes, I remember no other.

Q. Over the direct lines competing for business, from St. Louis to New York, isn't it true that the rates for the same class of goods, carried by the same kind of service, is the same? A. Yes.

Q. Isn't it true that on the east side, particularly, and to some extent on the west side, the various railroads entering the cities of St. Louis, Missouri, and East St. Louis, Madison and Granite City, Illinois, have in the last three or four years provided very extensive yards for making up and breaking up trains and for storing their cars? A. On both sides of the river, yes.

Q. And in some instances, some distance from the termini of their roads, particularly on the east side? A. Both sides.

Q. Isn't it true, that the additional yard room for the purpose of making up and breaking up trains and storing freight cars has relieved greatly, the congestion that formerly existed in East St. Louis, and to a great extent, in St. Louis? A. It has had a great effect on it, yes.

Q. It was one of the factors that contributed towards it, I mean? A. Yes, one of the great factors.

Q. You said it was a voluntary matter of the proprietary lines removing the arbitrary from the people here in St. Louis, on certain classes of goods, by absorbing it in the

freight rate: I will ask you if the power does not exist in those proprietary lines to restore that charge if they wish to do so? A. Well, I presume the power exists, except that they have an agreement to make the present new basis for St. Louis run indefinitely, and it would be an absolute impossibility, really, to make any agreement to get it back in the future. Of course, part of the lines would be glad to do it.

Q. They have an agreement with the Municipal Bridge & Terminals Commission, haven't they? A. Yes.

Q. And that agreement is based on no consideration that moves from the Municipal Bridge & Terminals Commission to the railroads? A. Absolutely none.

Q. It was voluntary? A. The railroads, as a committee, gave the Municipal Bridge & Terminals Commission a statement and guarantee, authorizing them to state to the public that hereafter this would be the basis.

Q. Mr. Perkins, the Pennsylvania Railroad reaches the east side of the river with its line? A. Yes.

Q. And it reaches from the Mississippi river to New York City, the Atlantic Seaboard, touching Philadelphia and many large cities with its radiating lines in Indiana, Ohio and Illinois? A. Yes.

Q. Naturally it does a big business between the Mississippi river and the seaboard, doesn't it? A. Yes, a very large business. It does a larger proportion of the whole business than it used to, I should say.

Q. The Clover Leaf Line reaches from Toledo, Ohio, on the lakes, to East St. Louis, Illinois, doesn't it? A. Yes.

Q. That is the limit of its trackage? A. Yes.

Q. It has no branch lines, to speak of, or very few? A. No, it is pretty nearly one straight line. It has not very much in the way of branches.

Q. Do you know whether or not it is a fact that the Clover Leaf for several years prior to 1905 had hauled more

freight from the east, and especially from Atlantic seaboard points, that is, freight destined to or coming from Atlantic seaboard points, than the Pennsylvania system handled? A. I don't know, but possibly that may have been the case in some years, because in some past years the Pennsylvania lines did not stay in the market at all on either grain or packing house business.

For some years in the past, from my experience, the Pennsylvania system took the attitude that that business was not remunerative to them and they did not care to go into it. I can not say about that offhand, though. However, the figures are entirely available. I have heard it claimed that that was the case.

Q. Isn't it true that the Clover Leaf has been cutting the rates for several years on Atlantic Seaboard business from St. Louis? A. Cutting the rates?

Q. Yes. A. I can not say as to that, I am sure.

Q. Don't you know they have been hauling goods for less rates than the lines that belong to the traffic associations? A. They made very low rates on their lake and rail business, I have understood. I don't know, that is, as far as I know, that they were any lower than the others under similar circumstances—I mean a similar character of service; that is, water service.

Now I am not quite sure whether you mean they have made tariff rates lower than the others, or whether they have actually cut their rates by rebating processes.

Q. No, not by rebating, but straight rates, the same as everybody.

I will put it, all rail, and eliminate the water question; an all rail rate to the Atlantic sea coast? A. That is what I said yesterday. It is my impression that some of the all-rail lines had lower rates, by some of the round-about routes. I really haven't that information.

Q. You don't really know about those facts? A. Except

in a general way. I haven't looked them up for a long time.

Q. You don't know whether it is true that the Clover Leaf route is furnishing quicker service by its own rails and the Michigan Central and the Lake Shore, on different commodities, to the Atlantic coast, and made the haul for lower rates than has the Big Four and the Pennsylvania or other roads? A. No, except in a general way, as I have stated. Where they have differential rates, a lower basis of rates than, for instance, over the Pennsylvania.

Q. My question was specific. A. I will have to say no in answer to your question.

Q. I believe you stated in your direct examination, and also in your cross-examination heretofore, that it was a principle of railroad management that, as far as possible, traffic should be forwarded along the lines of least resistance, meaning by that a line over which the movement could be the more easily made in the shortest time? A. Yes, substantially that.

Q. Bearing that in mind, Mr. Perkins, I will ask you if it is not a fact that the Wiggins Ferry Company, before the consolidation with the Terminal Railroad Association, including the Merchants Bridge Terminal Railway and St. Louis Transfer Railway Company, in 1903, had connection with every railroad in East St. Louis? A. Yes.

Q. And couldn't it deliver to any railroad in East St. Louis? A. Yes.

Q. And wasn't it a fact that when traffic from the west side over the Missouri Pacific rails was destined to any road in East St. Louis, the Wiggins Ferry could handle it with one intervening movement between the rails of the eastern road and the rails of the western road? A. Taking the St. Louis Transfer Railway and the Wiggins Ferry and the East St. Louis connecting railway as one proposition, they would make three different sets of crews handle the thing, but all under one management.

Q. It would be just one movement between the rails of the two roads, wouldn't it? For instance, from the west side road to the east side road? A. The movement would be divided into three parts, the original movement from the Missouri Pacific to the ferry incline, the movement over the ferry; and the movement with a third crew from the ferry incline on the east side to the East St. Louis connecting railroad to that railroad. It is really one movement in three parts, you might say. It is a movement, according to what you mean.

Q. That was a practical and speedy way of handling the business, wasn't it? A. Yes.

Q. And the business was carried on that way in 1893, wasn't it? A. Yes.

Q. And has been all these intervening years? A. For many years, yes.

Q. In your direct examination you were asked by counsel for the defense to describe the movement of a car, prior to 1893, that was on the Missouri Pacific rails in St. Louis, Missouri, and which it was desired to deliver to the Vandalia road on the east side, by way of the Merchants Bridge Terminal Railway Company; you did so describe the movements that the car would follow.

I will ask you now, bearing in mind the question and answer in your examination-in-chief, would the example that was given to you in the question asked you by counsel for the defense be a typical movement of traffic in 1893, between the rails of the Missouri Pacific on the west side and the rails of the Vandalia on the east side, provided that the movement of the traffic was made under the direction of a prominent railroad man, acquainted with terminal conditions as they existed, and as they existed before the connection of the Merchants Bridge Terminal, the Missouri Pacific and the Terminal Railroad Association tracks in the Mill Creek Valley? A. No.

Q. Isn't it true that the movement as given in the example and in accordance with the answer you made, would impede the traffic? A. Yes. I answered the question No, and properly so, before this—well, I don't think there was any exception. I was thinking of the exception in the winter when the ferries were blocked, but it would still go over the Eads bridge.

Q. I was going to ask you if the movement as indicated in the question of counsel for the defense would not result in impeding traffic? A. Oh, yes; that would not be a natural movement.

Q. The Missouri Pacific, in 1893, at the time of this hypothetical question, when this imaginary car was routed as indicated in the question, was one of the proprietary lines of the Terminal Railroad Association, wasn't it? A. Yes.

And isn't it true that the Missouri Pacific Railroad, as one of the six proprietary lines of the Terminal Railroad Association, and to that extent responsible for its revenue, would have given its business to the Terminal Railroad Association in preference to the Merchants Bridge Terminal Railway—that is, prior to their consolidation? A. Yes.

Q. And it would route its livestock, destined to the Vandalia, which it did not handle, over its own ferry, over the Terminal Railroad Association, in preference to giving it to the Merchants Bridge Terminal Railway, prior to the consolidation? A. Yes, I think it would, and still does. Its live stock still goes over the Eads bridge.

Q. At the time mentioned in that question asked you by counsel for the defense, isn't it true that the Missouri Pacific before the connection in the Mill Creek Valley of the Merchants Bridge Terminal Railway and the Terminal Railroad Association tracks, owned and controlled a track on Poplar street? A. Yes.

Q. Now, if that is true, did not the Missouri Pacific

operate its own locomotives from that connection and this track over the Iron Mountain track, and make direct deliveries at that time, in 1893, to the St. Louis Transfer Railway, which is the Wiggins Ferry track, on the west side of the river? A. I think they did at that time, but I can not say that positively, because I have not particularly looked into their operations, but I should say they did.

Q. Assuming that is true, that they so operated over their track down Poplar street to the levee, and ran their own locomotives over the Iron Mountain track to the connection that then existed with the Wiggins Ferry in the shape of the St. Louis Transfer Railway, then this imaginary car you were asked to route over the Merchants Bridge Terminal and over the Missouri Pacific could have been delivered at the Poplar street track, over the rails of the Iron Mountain road to the Wiggins Ferry? A. I think it could.

Q. I said, assuming that to be true. A. Yes, assuming that it could, and I think that was the case. I can not say it positively.

Q. If the car had been given by the Missouri Pacific to the St. Louis Transfer Railway, could not the St. Louis Transfer Railway at that time, 1893, by virtue of its connection on the river front with the Merchants Bridge Terminal Railway, have delivered the car in one movement to the Merchants Bridge Terminal Railway, and that company in turn have delivered it directly to the Vandalia? A. No, they could not have delivered that directly to the Vandalia Line, I think.

Q. The Merchants Bridge Terminal Railway could not have delivered it? A. No, I think not.

Q. But the St. Louis Transfer Railway could have delivered it? A. Yes, the St. Louis Transfer Railway could have delivered it direct to the Merchants Bridge Terminal Railway Company, north of North Market street.

Q. In the movement of the imaginary car you were asked to route, I will ask you if the Missouri Pacific Railway, on this side had delivered the car to the Wabash Railroad, under the conditions existing at the time you assumed, in 1893, would not the movement then have been directly from the Wabash to the Merchants Bridge Terminal Railway, and from the Merchants Bridge Terminal Railway to the east side and then to the Vandalia, over the proper connection? A. Yes.

Q. Then that would have involved only two movements instead of five; there would have been only two points of resistance instead of five, as indicated by the question asked you? A. Well, no, I should say it would be first the Missouri Pacific, then over the St. Louis Transfer Railway or the Wabash, and the third would be the Merchants Bridge Terminal Railway.

Q. It was to go over the Merchants Bridge Terminal Railway. That would not be a point of resistance. The other point would be the point of connection between the Merchants Bridge Terminal Railway and the Vandalia Railroad. A. Oh, no, I did not understand the question that way. I understood it meant how many different operating properties this car would go over to get from a point on the Missouri Pacific to a delivery point on the Vandalia Line. That was my understanding of the question at the time it was asked. On this present supposition there would be at least four movements.

Q. On page 3456 of the record in this case this question, in substance, was put to you and the following answer given:

"Have you described the ordinary movement of traffic under the above conditions? A. Yes."

Now I will ask you if by that answer you meant to say that you intended to state that the ordinary movement of traffic between the Missouri Pacific on the west side and

Vandalia on the east side of the river, was, in 1893, carried on in the circuitous manner you stated? A. No, I did not understand that to be the question put to me.

Q. Mr. Perkins, I will ask you this question: Isn't it true that at that time, 1893, freight traffic was conducted between the rails of the Missouri Pacific Railroad on the west side and the Vandalia on the east side, and that it was conducted largely in the same manner it is now? A. I think there has been very little change.

Q. You stated in your direct examination, at page 3457, that there would have to have been an interchange of freight between the Merchants Bridge Terminal Railway and the Terminal Railroad Association, for the reason that the system of the Merchants Bridge Terminal Railway did not reach any of the business of the Terminal Railroad Association except by common connection of the two systems, except as to such freight as originated on the Merchants Bridge Terminal Railway and was destined to some trunk line with which it had direct connection.

Now, I will ask you if it is not true that between all lines of railways, centering at a common point, there has to be interchange of freight? A. Yes, there are points to make connections. Business is coming from all directions and going to all directions.

Q. It is constantly gonig on between all lines of railroads at the common center? A. Yes.

Q. And, as a matter of fact, for practical railroad management, that interchange is accomplished in the most direct manner, to save both time and expense, considering the conditions under which they have to work? A. Well, there is always an attempt to bring that about, and they are really always working toward that end. Operating and physical conditions grow up from time to time that put great barriers on the traffic, really, and make it very inconvenient. But

there is always a tendency to endeavor to overcome that and get rid of them as soon as possible.

There are always differences of opinion as to how this should be done, is one great trouble.

Q. Isn't the effort always to move the traffic by the quickest route and exchange it in the quickest way, with the least expenditure of time and money? A. Exactly.

Q. Now let us turn to another phase of this question: Have you ever made any investigation as to the number of track-located industries on the Merchants Bridge Terminal Railway Company, the Terminal Railroad Association, the Wiggins Ferry Company and the individual railroads? A. Yes, there are a number of industries on the individual roads. That number being much greater than those on the Terminal properties, and it always has been.

Q. Have you the figures on those things? Roughly speaking, do you know whether there are about eighty or eighty-five track-located industries on the Merchants Bridge Terminal Railway Association, and about twenty to twenty-five on the Terminal Railroad Association, in St. Louis, Missouri? A. I should say not more than that. I can not say that is the exact figure. But I should say not more than that; that is, not of any very great consequence.

Q. Mr. Perkins, you stated in your direct examination that up to two years ago, all business to and from St. Louis proper, and the east was compelled to pay the Terminal Arbitrary, in addition to the regular rate; while on traffic through St. Louis to the east and west the terminal charge was absorbed; that there was one exception to this rule on St. Louis business, and that was from St. Louis to the southeast, in which territory no bridge arbitrary was charged.

I will ask you if this admitted fact does not show that at that time there was a direct discrimination in rates and

facilities against St. Louis, Missouri? A. Yes, I think there was.

Q. Mr. Perkins, is this true: That the rates to a great many of the points on the Mississippi river, and perhaps some points west of it, have been based on what is known as the New York and Chicago rate for a great many years? A. Yes, that has been the case all up and down the Mississippi river—at any rate, to cover your purpose, from St. Louis to Davenport and Rock Island—well, go further still, and say St. Louis to Dubuque, anyway.

Q. Then the rate from East St. Louis was fixed somewhat in this manner:

The rate to East St. Louis would be made up of the New York to Chicago rate, plus whatever distance the haul from East St. Louis to Chicago was considered to be, which for many years was considered to be sixteen cents; and, therefore, the rate from New York to East St. Louis was one hundred per cent, plus the Chicago to East St. Louis rate, which was sixteen per cent, or one hundred and sixteen per cent? A. Yes. These rates were arranged in groups for certain boundaries in Illinois. And different rates were applied to different cities on the banks of the Mississippi river all the way from St. Louis to Dubuque. They ran from one hundred and ten, or possibly on a small district one hundred and five—they ran all the way from the basing rate of one hundred per cent up to one hundred and twenty-four.

Q. These territories in which these groups were arranged were fixed by representatives of the railroads who made the tariff sheets? A. Yes. The basis of it was all made a good many years ago.

Q. The rate to St. Louis, then, prior to 1905, would be the New York and Chicago rate, or one hundred per cent, plus sixteen per cent for the rate from Chicago to East St. Louis, plus the bridge toll? A. Yes.

Q. And that would be the charge on goods from New York to St. Louis—whatever in dollars and cents it was? A. Yes. All these questions and answers are based on the Seaboard-to-the-Mississippi rate, not intermediate territory?

Q. Yes, I understand that. A. It would not apply to a great deal of the intermediate territory.

Q. Mr. Perkins, you stated, or I understood you to state, in your direct examination, that the Terminal arrangement which has been arranged since the filing of this suit, enables each of the lines entering St. Louis from the east to have the same advantage of access to the freight facilities that every other one enjoys? A. I am not quite sure that I understand the scope of your question.

Q. (Previous question read.) A. No, I did not state it that way.

Q. You did not? A. No.

Q. What did you say about that? That the facilities were enjoyed equally by all of the roads? A. I don't remember the question in reply to which the remark referred to may have been made, or was made, but I presume I stated that the present arrangements enabled all the lines to come into St. Louis or East St. Louis and to have the same facilities for reaching business, as far as the Terminal Railroad Association properties went.

I am positive I didn't say in any way that the different lines coming into St. Louis had the same facilities for disposing of and collecting business, because that would be absurd on the face of it.

Some lines have much more extensive facilities than others. They all have the benefit of the Terminal Railroad Association's facilities, and they all, in addition, also have whatever of their own facilities there may be.

Three eastern lines on this side of the river have north end facilities. The Terminal Railroad Association has no freight house facilities in North St. Louis; therefore, those

three eastern lines, if you take it that way, have much better facilities, in a way, than any of the other eastern lines.

Q. You have developed just the point that I wanted to develop in my question. The record as it stood might be construed to mean just the other way. A. The question I think indicates that I was asked about lines having equal use of the Terminal Railroad Association facilities—which they do. I have never known of any discrimination.

Q. The fact you state on that question, as to the present operation of the Terminal Railroad Association is, that it would only open up the facilities that were on the Terminal Railroad Association tracks, equally to all roads, such as team tracks and warehouses? A. Yes, and the Terminal Railroad Association furnishes connection with these others, so far as that is concerned.

Q. Prior to 1905, the tracks of the Terminal Railroad Association and the Wiggins Ferry Company and the Merchants Bridge Terminal Railway were all opened to all of the roads that wanted to use them, on payment of the charges that were made, weren't they? A. Yes.

Q. And that charge would be supposed to be the same to everybody? A. Yes.

Q. And that was true prior to 1893, wasn't it? that whatever facilities those three companies had, the Merchants Bridge Terminal Railroad, the Terminal Railroad Association and the Wiggins Ferry Company, all roads could use them on payment of the charge made for the service? A. Yes.

Q. And, of course, upon paying the charge, they had equal access to the team tracks and warehouses for freight purposes, that might be located on either one of the three roads that they used? A. Yes.

Q. Do you know whether or not it was true that what are commonly known as the "Gould Lines," the Missouri Pacific, the Iron Mountain and the Wabash, have practically

monopolized in point of location, a great many of the best terminal points in St. Louis? A. Yes.

Q. I will ask you if these three lines have not been collecting a revenue on traffic from all other roads that move over their terminals, or were compelled to move over their terminals? A. You mean they collected switching charges on what they handled for other roads?

Q. Yes? A. Oh, yes.

Q. And the business which was compelled to go over those three roads in St. Louis from other roads is a pretty considerable volume, isn't it? A. Yes.

Q. These three roads are all members of the Terminal Railroad Association of St. Louis? A. Yes.

Q. And the most of the terminal properties that the three roads, the Missouri Pacific, the Iron Mountain and the Wabash have now, they had prior to 1905, and they had as far back as 1893, didn't they, at least in the center of the town? A. No, only in the Mill Creek Valley and the southern part of the city. Their properties in the north end have been acquired since 1893, that is, the Missouri Pacific properties in the north end of the city have been acquired since that time and a very important proportion of the Wabash facilities have. Their present freight houses have been acquired since that time, in North St. Louis.

Q. The consolidation of the Wiggins Ferry Company, the Merchants Bridge Terminal Railway and the Terminal Railroad Association did not and could not stop those three roads, the Missouri Pacific, the Iron Mountain and the Wabash, from receiving business and collecting charges for terminal service which you say is of quite large volume, which they had been receiving and collecting for before the consolidation? A. No.

Q. Before the consolidation of the three companies named, to-wit, the Wiggins Ferry Company, the Merchants Bridge Terminal Railway Company and the Terminal Rail-

road Association, isn't it true that if one of those lines of road did not reach a certain given territory with its connections in St. Louis the other did, so that business could be and was handled from any part of the city in and out, in all directions? A. Yes.

Q. I will ask you if the consolidation of the Merchants Bridge Terminal Railway, the Terminal Railroad Association, the Wiggins Ferry and the Interstate Car and Transfer Company, has opened up or made any more free, in the sense of the service being rendered without pay, the private terminals of any railroad in St. Louis or East St. Louis? A. No, while that has not changed exactly, the charges, as such, of the different individual railroads, I think it has been a factor, probably, and an important factor, in the bringing about in the last couple of years of the present coal adjustment and the absorption of the switching charges by the railroads on the soft coal traffic from Illinois.

That is one of the things that our Commission to start with, tried to push along as fast as it could, and I think the fact of the widespread deliveries of the combined terminals probably was one of the factors which enabled them to get that through—that arrangement by which coal would be delivered without extra charge to all industries on all railroads inside the St. Louis switching limits. Now perhaps that is somewhat indirect. In other respects I do not think it did affect it as you say. But——

Q. In other words—— A. I was going to say one other exception, that probably the extensions of the terminal system in St. Louis—but you are referring simply to St. Louis, aren't you?

I think the extension of the Terminal System in East St. Louis has made some change in the arrangement, because every time you go across another railroad it means one switching rate is cut out. There have been some extensions

there that have accomplished the purpose of reducing those cases.

That is true also at North St. Louis, at Baden. The extension of the terminal properties up to Baden, after that time, brought about a lower basis of switching charges. That made it necessary for the C., B. & Q. to come down on its switching charges very materially, into the Baden district. The method of the C., B. & Q. getting into the Baden district was around outside the city. It was not confined to the one dollar per car terminal charge. But the extension of the Terminal Company up there made it necessary to split the charge right in two.

Q. To go back to the proposition of rates: You defined very correctly, if I understand it, the East St. Louis and New York rate and the St. Louis and New York rates for freight.

Now I will ask you if prior to 1905 it is not true that all rates from New York on say business destined to St. Louis were made to East St. Louis, Illinois, where it came by rail? A. Yes.

Q. Since the institution of this suit, and since 1905, isn't it a fact that the proprietary roads owning the Terminal Railroad Association, the Wiggins Ferry and the Merchants Bridge Terminal Railway, and which proprietary lines, through their ownership of the Terminal Railroad Association of St. Louis, formerly assessed a bridge arbitrary of about two cents per hundred pounds, have taken off the arbitrary and, it is claimed, have absorbed it in freight rates as follows:

First class	1c	per 100 lbs.
Second class	1c	per 100 lbs.
Third class	1c	per 100 lbs.
Fourth class	1½c	per 100 lbs.
Fifth class	1½c	per 100 lbs.
Sixth class	1½c	per 100 lbs.
Commodities	1c	per 100 lbs.

And that the freight rates have been increased to and from East St. Louis territory and through that gateway to territory beyond, as follows:

From Trunk Line territory, being that portion of the country lying east of Buffalo and Pittsburg, and between the Virginias and the Canadian line, and passing into and through the St. Louis and East St. Louis gateway, including in that territory all that country in Illinois between Springfield and the lines of the Louisville and Nashville Railroad on the south, being that territory within a radius of one hundred miles around East St. Louis, known now as the one hundred and seventeen per cent rate point; and the rates *on second class* merchandise have been raised one cent per hundred pounds to and from the Trunk Line territory described above, to St. Louis and the territory beyond; and on second, third and fourth class freight the rates have been raised, each, one-half cent per hundred pounds; and to and from St. Louis and all territory beyond, as above described, and to and from all central freight association territory, being that portion of the country lying between the Mississippi river on the west, Buffalo and Pittsburg on the east, Canadian lines on the north and the Ohio river on the south, rates have been raised on first class merchandise one cent per hundred pounds; on second, third and fourth class, one-half cent each, per hundred pounds.

So that while it is true that the St. Louis arbitrary has been partially removed on some classes of freight, it has been restored to the revenues of the proprietary railroads, to a considerable extent, by the increase of freight rates to and from St. Louis and to and from points located beyond St. Louis, and outlying territory, and the burden of the former arbitrary across the river, while it has been partially shifted from the people of St. Louis alone, has been put upon the commerce of the general public, which passes

through the St. Louis gateway? A. The first part of your question as to arbitraries absorbed is incorrect. The amounts absorbed are much larger. The second part of your question as to advance in rates to and from St. Louis is entirely wrong; as the rates between St. Louis and the east were reduced. There were a few slight advances in the highest classes between East St. Louis and points in Trunk Line and Central Traffic Association territories. As to the third part of your question the advances on East St. Louis rates were insignificant as compared with the reductions in St. Louis rates.

Q. Is it true that what we have termed the "arbitrary" that is charged for the haul across the river, prior to 1905, had always been absorbed on through traffic, to-wit, traffic that originated at points beyond the one hundred mile limit and destined for points westward beyond the one hundred mile limit? A. Substantially. The only divergence has been that several years ago when there was a rate war and it got to a point where there was practically nothing to the rates, they did not absorb it, but under ordinary circumstances it has all been absorbed.

Q. Then this so-called "St. Louis arbitrary" was understood generally to apply only to St. Louis traffic? A. So far as the public were affected, yes.

Q. The fact is, that traffic originating in St. Louis proper for eastern points paid this arbitrary? A. Yes.

Q. And all traffic from eastern points to St. Louis proper paid it? A. Yes.

Q. The only exception, where traffic originating in St. Louis did not pay it, was for what was known as "Green Line" or southeastern territory? A. Well, substantially so.

Q. The adjustment that has been mentioned as having been made since the institution of this suit, in 1905, whereby the so-called "arbitrary" has been absorbed in the freight rate, to some extent at least, or is claimed to have been

absorbed in the freight rate, has not and did not disturb the adjustment of any territory on any business outside of the one hundred mile limit in and around St. Louis city, and St. Louis city business alone?

In other words, the through traffic was not affiected by this adjustment of the arbitrary.

I do not mean now as to the freight rate, but that the arbitrary was not removed from any through traffic by this adjustment? A. No, I should say not. No arbitrary was removed on through traffic.

Q. All traffic to and from St. Louis, and between points within the one hundred mile radius, still carries the arbitrary charge as it did before? A. Still carries an additional charge.

Q. Well, an arbitrary charge? A. There have been some material changes——

Q. That is sufficient; an arbitrary charge? A. But I should have to add to that, of course, that the through rates are published. It is not shown as a separate charge.

Q. That is another proposition. We will reach that later.

The bridge arbitraries were generally about as follows, I believe, with perhaps some exceptions, where rates on lighter articles were greater—but, as a general proposition, they were about as I will indicate, and if am wrong, you may correct me:

First class freight	2c	per 100 lbs.
Second class freight	2c	per 100 lbs.
Third class freight	2c	per 100 lbs.
Fourth class freight	1½c	per 100 lbs.
Fifth class freight	1½c	per 100 lbs.
Sixth class freight	1½c	per 100 lbs.
Commodities	1c and 1½c	per 100 lbs.

A. (After examining report of Commission.) Fourth class should be two cents. Those were the minimum charges. First class in some cases went up to ten cents.

If you wish, I will read out the scale as I have it here in the report.

Q. Very well. That is what I want to get, just what it is?

A.

First class	10c to 2c	per 100 lbs.
Second class	10c to 2c	per 100 lbs.
Third class	5c to 2c	per 100 lbs.
Fourth class	5c to 2c	per 100 lbs.
Fifth class	2c to 1½c	per 100 lbs.
Sixth class	2c to 1½c	per 100 lbs.
Commodities	2c to 1c	per 100 lbs.

Those are the limits between which they vary. There are a great many fifth and sixth class commodities which were two cents before any of this work was started. That is, as they stood prior to 1905.

Q. Will you please indicate, so I can put it in the record, the time that arrangements were made for what is claimed to be the absorption of the bridge arbitrary, whatever it was, into these through rates. Just approximately, the month and year? A. The first slice, I should say, the first reduction, was made in November, 1905. At that time a uniform basis was agreed to as follows:

First class	2c	per 100 lbs.
Second class	2c	per 100 lbs.
Third class	1c	per 100 lbs.
Fourth class	1c	per 100 lbs.
Fifth class	½c	per 100 lbs.
Sixth class	½c	per 100 lbs.
Special commodities	½c	per 100 lbs.

There was no change in the rate basis made, when those were cut out. These reduction were simply entirely absorbed in the rates.

Q. When was the last change made, after those other changes? A. Well, it has been going on during the present

year. There have been different tariffs for different eastern lines coming out since February 1st last. In fact there are still a few that did not publish their hard coal rates. I understood they had a meeting yesterday in Ohio. Occasionally we find that will be the case. We found a short road down in Maine that had not issued its tariff on paper to St. Louis, although it had been sending paper to one of the St. Louis newspapers. That was taken up and they were notified to publish their tariff on same basis as everybody else.

There are a few of those little things that have been coming up for the past few months, but they are pretty nearly all lined up now, I guess.

Q. At this time, is it true that the following amounts are claimed to have been absolutely absorbed in the through rates:

First class	1c per 100 lbs.
Second class	1c per 100 lbs.
Third class	1c per 100 lbs.
Fourth class	1½c per 100 lbs.
Fifth class	1½c per 100 lbs.
Sixth class	1½c per 100 lbs.
Commodities	1c to 1½c per 100 lbs.

A. No, the amounts now actually absorbed in the rates vary for the different classes from one and one-half to five cents per hundred pounds that the railroads are paying out of their rates for the transfer.

The only cases where that has been, in a way, recouped as you suggest, by some advance in the rates, was where this adjustment and revising of the different groups in Illinois put these New York rates on the one hundred and seventeen per cent basis, and whereby the method of figuring fractions some of the rates were raised slightly. That is, it was only a very slight fraction. In some cases it came out

a little over half instead of under half a cent, as it had in the original basis of figuring.

Other than those cases, in general the amounts actually absorbed by the railroads ran from one and one-half to five cents per hundred pounds.

Q. But upon the principal articles and in the great volume of traffic it runs along the lines I have indicated in the different classes, doesn't it? The exceptions where it runs to five cents are isolated? A. The five cents per 100 pounds is what the railroads pay on a large proportion of the merchandise handled through transfer stations. They absorb that in the rates.

Q. That is the transfer charge they absorb? That is only a small proportion of their business, however, isn't it? A. In tonnage, yes. Of course, they pay the Terminal Railroad Association for transferring that particular business to the Twelfth street station two cents per hundred pounds.

Q. Do they pay that to the Terminal Railroad Association or to the drayage company? A. To the Terminal Railroad Association.

You ask, on a large proportion of business: The greatest one item that is sent out of here from St. Louis to the east, the heaviest one item, is beer, in which they absorb outright the two cents per one hundred pounds.

Q. That is all absorbed? A. This whole arbitrary of the Bridge Company, the charge for transporting and handling that across the river, the terminal charges and bridge charges and so on.

Q. That goes in what class? A. The fifth class.

Q. That is one-half cent per hundred pounds? A. No, that was two cents.

I said here that the old arbitrary charge, or bridge charge —it amounted to that—well, not a bridge charge exactly, but the charge for the Terminal Railroad Association's ter-

minal and bridge service was from two to one and one-half cents on fifth class, according to commodities. They had their own schedule apart from the classification. Now the charge on beer was two cents per hundred pounds. That is absorbed entirely.

Q. But the five cents you referred to is paid only when the goods are handled by the St. Louis Transfer Company? A. That is when it is handled by the Transfer Companies to their stations.

Q. As a matter of tonnage, that is a very small propor- of the railroad business of St. Louis, isn't it? A. I am unable to say what proportion of the total the actual business handled by the St. Louis Transfer Company would be.

The figures I published here (referring to report of Municipal Bridge and Terminals Commission) for 1905. showed that 15.88 per cent of all the freight crossing the river crossed by wagons over the bridge and ferries.

Q. That includes private teams as well as the transfer companies? A. It includes everything.

Q. Those other figures are in the record somewhere, but I cannot recall now just where? A. I remember giving some figures of the different divisions of the wagon transfers, in an address to the Railway Club. But they are not included in these Reports of the Commission. However, they are to some extent available. I have forgotten to what extent the details were described at that time.

Q. On the rest of the business the reductions have been from one cent on first class along down the line to two cents per hundred pounds in the different classes? A. You mean handled by rail?

Q. The absorption? A. The absorption in the business handled by rail has run from two cents down to one and one-half cents per hundred pounds. There was an evener scale on the business handled by rail than on the wagon business.

Q. Is it true that substantially the following rates were added to the old rates to East St. Louis when this claimed absorption was made:

Old rates to East St. Louis from Trunk Line territory and all one hundred and sixteen per cent rate points as described, the rates to East St. Louis which have been in effect since 1877, or thirty years, were raised as follows:

First class, one cent per hundred pounds.

Second class, one cent per hundred pounds.

Third class, one cent per hundred pounds.

Could you answer that without looking the matter up? A. I think only those first two figures are correct.

Q. First class one cent and second class one cent; you think the third is not correct? A. I think it is not correct.

Q. From Trunk Line territory? A. No. There was a little difference in the way that figured out between eastbound and westbound business. The fifth and sixth classes figured out on the old East St. Louis basis just the same on the car load classes, the fifth and sixth classes, the entire arbitrary was absorbed and the old East St. Louis rate applied to both cities.

My recollection is that was also true in one direction on the fourth class, but I think in the other direction there was one-half a cent per hundred pounds difference on fourth class.

I can get you the exact figures. They are open to anybody who desires to look them up.

Q. Suppose you see if they are correct, and if not, we can correct them here later. A. I think your trouble is on the third and fourth classes.

Q. I didn't mention fourth class. I only mentioned three classes? A. On looking these up, I find the advance on rates from Trunk Line territory to East St. Louis was one cent on the first three classes and no advance on the last three.

Q. I will ask you if "Trunk Line territory" means all that portion of the country east of Pittsburg and Buffalo, between the Atlantic sea coast and as far northeast, I believe, as Boston? A. Yes.

Q. And New York City on the south? A. They have a separate New England Association, but the Trunk Line adjustments always affect Boston, and practically it has to be considered in any adjustment on the part of any trunk line association. But there is a separate New England Association which publishes its own rates. You set a limit on south?

Q. North of the Virginias and Carolinas? A. Yes.

Q. Is it true that the following amounts were added to the old rates to East St. Louis, in Trunk Line territory, from East St. Louis and all one hundred and sixteen per cent rate points:

First class .....½c per 100 lbs.
Second class .....½c per 100 lbs.
Third class .....½c per 100 lbs.
Fourth class .....½c per 100 lbs.

A. If you are now referring to eastbound rates from East St. Louis to Trunk Line territory, the advance was one-half of a cent on the first four classes; but no advance on the fifth and sixth.

Q. Will you please describe what is known as "Central Freight Association territory"? A. That covers, roughly, the territory west of Buffalo-Pittsburg line, which is the western boundary of the Trunk Line teritory, north of the Ohio river and east of Illinois and Indiana state line, and south of the Great Lakes.

Q. I will ask you, Mr. Perkins, if it is true that to and from Central Freight Association territory and East St. Louis, the old rates which had been in effect since 1877 were raised as follows:

First class .....½c per 100 lbs.
Second class .....½c per 100 lbs.
Third class .....½c per 100 lbs.
Fourth class .....½c per 100 lbs.

A. I think that is true, on part of them. That would cover only a part of them.

I will check those rates as I agreed to do the others, if you please.

On checking I find advances were one cent on the first and one-half of a cent on second, third and fourth; and no advance on fifth and sixth.

Q. These figures I have mentioned above, this increase in the rates on these different classes to and from the different territories, to-wit, the Trunk Line territory and the Central Freight Association territory, applies on all traffic originating in or consigned to all points in the one hundred and sixteen per cent freight rate group to and from eastern territory, and it also applies on all traffic to and from St. Louis proper, and on all traffic to and from all western territory passing through the so-called St. Louis gateway, which includes also Alton and Bixby, Illinois; isn't that true? A. Everything up and down the river.

Q. At the points named, Alton and Bixby, Illinois, and St. Louis, Missouri? A. Yes, that is true here and away up to East Burlington.

Q. There are some commodities, such as grain, hay, etc., upon which this arbitrary is not intended to be absorbed and on which it still exists, aren't there? A. There are still what are called "proportional rates" on grain and flour, to be adjusted.

Several meetings between the eastern and western lines in regard to that have been held and a final meeting was set for yesterday, which had to be postponed on account of the necessary absence of two or three traffic officials, but which will be held at an early date.

The delay in settling this matter of bridge charges on the proportional rates on grain and hay, or at least such of them as have not been settled, has been due largely to the attempt of western lines to dump over, to that extent, onto the eastern lines the payment of the bridge toll. That is, it has been partly due to that. However, that is now in a fair way of adjustment. It is pretty sure of adjustment as a compromise between the eastern and western lines.

Q. And it is a matter that will have to be adjusted between the traffic committees of the different asociations whose territory is affected? A. Well, these adjustments of course affect—well, it is like knocking down ten pins, when it starts it affects everybody in the country.

Q. When you or anyone states that the arbitrary has been absorbed, of course you always except the one hundred mile radius? A. Yes.

Q. And when you or anyone says it is absorbed, what is intended to be conveyed, that the charge for service between St. Louis, Missouri, and East St. Louis, Illinois, has been abolished, so far as being an independent and direct charge to the consignee or shipper, and that it is absorbed in the rate? A. That is also true within the one hundred mile limit.

In answer to this last question I would say that the whole territory is included in that, the one hundred mile limit and all. The only thing is that the rates between St. Louis and points within the one hundred mile limit are a certain amount higher than the rates between East St. Louis and those points. The through rate is published.

Q. In other words, the charge is still there, but it is included in the freight rate instead of being a separate charge? A. Yes. The idea of the Commission was to get it to a basis where there would be one rate, and then it would be a matter of showing whether that was a reasonable rate or not.

Q. To boil this whole thing down as I have gotten it through my head (whether correctly or not) isn't it a fact that with reference to this claimed absorption of the arbitrary at St. Louis, it is about as follows:

There was absorbed, or claimed to be absorbed:

First class, from one cent per hundred pounds.

Second class, from one cent per hundred pounds.

Third class, from one cent per hundred pounds.

Fourth class, from one and one-half cents per hundred pounds.

Fifth class, from one and one-half cents per hundred pounds.

Sixth class, from one and one-half cents per hundred pounds.

Commodities, from one to one and one-half cents per hundred pounds, on all-rail business.

A. No, sir; that is not a correct statement.

Q. You mean not correct as to the figures? A. The amounts absorbed are considerably larger than that.

Q. There is a discrepancy, you think, in the amount per hundred pounds that you want to investigate? A. I can say offhand that is not correct. The greater part of the business where it is first class business, where you state on account of readjustment of parts of one cent on the through rate, on through business where anywhere from four to ten cents per hundred pounds was being paid, and where a large proportion was being handled by the wagon transfer companies through their stations——

Q. But I am speaking of all-rail business? A. All-rail business into St. Louis?

Q. Yes? A. No, it would average very much higher than what you stated.

Q. Then will you investigate that and we will get it straight in the record so we can put the proper amounts in that question? A. I have already correctly stated that

the amounts absorbed on business coming into St. Louis by rail run from one to two cents per hundred pounds.

Q. Mr. Perkins, isn't it true that from the Trunk Line territory above named there was added to the rate to East St. Louis and all one hundred and sixteen per cent territory as follows:

First class .....1c per 100 lbs.
Second class .....1c per 100 lbs.
Third class .....1c per 100 lbs.

A. That is the question I was to check, isn't it?

Q. Yes. Now your answer will be yes, with the figures, corrected, as I understand it? A. Yes.

Q. Were added to the old rate? A. Yes.

Q. And the Trunk Line territory to East St. Louis, and all one hundred and sixteen per cent points rates were raised as follows:

Q. And isn't it true that on all traffic betwen East St. Louis and all one hundred and sixteen per cent rate points, that is to and from East St. Louis, and on all strictly Central Freight Association territory, the rates were raised about as follows:

First class ..... 1c per 100 lbs.
Second class .....½c per 100 lbs.
Third class .....½c per 100 lbs.
Fourth class .....½c per 100 lbs.

No advance on fifth and sixth.

A. Yes. There was no advance, however on rates between Chicago and East St. Louis or between Milwaukee and East St. Louis. The old East St. Louis rates in those cases and in territory based on those points, were applied as they were to St. Louis.

Of course, the car load traffic on which there were no advances is by far the largest part of the total.

Q. Mr. Perkins, you said, I believe, that you helped to

formulate the reports of the Municipal Bridge and Terminals Commission after you became associated with the Commission? A. Yes, I assisted in doing so.

Q. That would apply, then, to the last four reports that were made, wouldn't it? A. Yes.

Q. I will ask you if either one of these four reports mentioned this increase in the rates? A. I don't think we ever mentioned any rates in any of the reports except the coal rates.

Q. Mr. Perkins, I will ask you if you ever made an estimate of the number of millions of people whose railroad business would be affected by the increase of these freight rates over the old rates we have been discussing? A. No.

Q. Roughly speaking, it would affect, wouldn't it, the freight rates of all those people whose business passed through the St. Louis gateway, and which business was affected by the increased rate; and that would cover largely the territory to the south and west of St. Louis, wouldn't it, which we consider our trade territory by reason of the fact that our railroads carry their products to the market and carry to them in return largely what they use? A. Well, such increases as there were, were on less than car load classes.

Q. The commodity rate is a car load rate, isn't it? A. The commodity rates would have no connection with this. There have been some increases in commodity rates in different parts of the country.

Q. You will find that commodity rates were mentioned in some of these questions I have asked you? A. Where there were any increases they were made simply as the result of advances that were made in the rates to Chicago and other points. I don't know of any that was made in connection with the St. Louis adjustment. I cannot

think of any at the present time, but there may have been some.

Q. Isn't it a fact that this increase would affect a large part of the traffic that St. Louis had with the state of Illinois, and a large part of the traffic St. Louis had with all of the southeastern territory? A. Well, the amount would be very small. I have made an estimate on that. The whole thing would not amount to five per cent of the whole absorption involved.

Q. What do you mean by that? I do not understand your statement? A. I mean that where these advances on Trunk Line business and such points in the Central Freight Traffic Association as were involved, and on less than car load classes, were the only advances made, they would be probably considerably less than five per cent of the total amount absorbed.

Q. You mean that the increased freight rates on the through business would be less than five per cent of the amount absorbed on the local business? A. No, I am speaking, so far as St. Louis business is concerned, that the advances on those less than car load classes would be a good deal less than five per cent of the amount of bridge toll absorbed, or the amount of the arbitrary, if you wish to call it that.

Q. You have reference now to business which stops at St. Louis? A. Yes.

Q. I was not referring to that business? A. I have made no figures on the other.

Q. I thought you misapprehended my question:

I had reference to the business passing beyond St. Louis, using St. Louis as a gateway; and when I say, St. Louis as a gateway, I include business at Bixby, Illinois, and Alton, Illinois, which are a part of the St. Louis gateway; I was trying to ascertain if you had ever made any estimate of the number of people whose business would be affected by this

increase of rate if any was made? A. No, but that would be very small, however, because most of the business goes through here that could be affected by those classes, or the great part of it is rehandled at St. Louis.

The business that goes through is of course to a very great extent car load business. The business comes in here and is rehandled by our jobbing houses to the south and southwest.

I believe the Merchants Exchange figures show only a little over thirty per cent of the whole business handled is through business, and the rest of it is local business.

Q. Haven't you that turned around? A. No, I think not.

Q. Don't the figures show that the first four classes, which you say constitute a small proportion of the business, and on which the increases were made, amount to ten per cent of the total tonnage? A. I should not say so.

Q. If the figures as reported develop that fact, you have not estimated the classes in tonnage? A. Even with that figure I do not think the percentage I have given would be out of line, even allowing for your figure.

Q. You mean the percentage of St. Louis local business? A. Yes.

Q. But I had reference to the business that passes through St. Louis both ways, and the number of people affected by it, which would include all the local St. Louis business and all business from Illinois through St. Louis to the Southwest and from the Southwest to points in Illinois? A. It is very limited in those classes.

Q. Whatever it is in point of tonnage, it would affect the shipment of many millions of people, wouldn't it, because there are many millions of people who use St. Louis as a gateway for through business? A. If you meant it would affect to that extent, that is, to the extent of those highest classes on the Trunk Line territory one-half a cent

and one cent, the through rates into territory occupied by several millions of people, that would be true.

Q. That is just what I meant. That is true? A. But it would not, I think, affect the business in any way of very many thousand people or very many hundred people, appreciably.

Q. On whatever business belonging to these classes that they did, they would have to pay those increased rates, wouldn't they? A. To that extent, yes. A very small per cent.

Q. The fact is, that this arbitrary, be it large or small, was abolished on the traffic to and from St. Louis, a city of about seven hundred and fifty thousand people, and the rates were increased on a community of several million people on the classes named? A. Such increase of rates as was made was on an almost insignificant part of the total business.

Q. That does not exactly answer my question. I have asked you as to the number of people affected by the increase? A. To the extent of such increases as were made, the people making use of those rates in the territory west of St. Louis would be affected in the same way that the people of the city of St. Louis would be affected.

Q. The people east of St. Louis, in the same manner, too? A. In a very small division.

Q. I will ask you if it is not a fact that the rates have been increased on the first four classes, on all classes moving under those classes in the entire territory east of the Mississippi river to East St. Louis and all one hundred and sixteen per cent rate points in Illinois, and on all traffic, or the greater part of it, moving into the territory west and south of St. Louis, and conversely, from this territory west and south of St. Louis to all Central Freight Association and Trunk Line Association territory in the east, to-wit, the territory from the Mississippi river east to the Atlantic sea-

board, bounded on the north by the Great Lakes and roughly on the south by the Ohio river? A. I think not.

Q. If you think not, why do you think so? A. Because, for example, there was no increase in the class rates between East St. Louis and Chicago and Milwaukee and territory basing on those points; and because there was no advance in fourth class from Trunk Line territory to East St. Louis.

Q. I didn't fix any amount. I just said weren't the rates affected. I said haven't the rates been increased on the first four classes? A. You make your question too sweeping for me to answer yes. If you make your question so sweeping that it covers all that territory I will have to answer no, I don't think so. In fact, I can answer that I know it is not so.

But if you will say, a large part of that territory, I can answer the question yes. That is the difficulty, you see.

Q. Seventy-five per cent of it? A. I would not care to say what percentage until I checked it up.

Q. Can you check it up and find that fact is true by looking at the figures? A. Yes, roughly.

Q. Will you do that and put it in the record? A. Yes.

Q. Whatever that territory is, on both sides of the river, it includes many millions of people, doesn't it? A. It certainly does not on the east side. Yes, it would include territory occupied by several million people on the west side. The people in Western Missouri, Kansas, Nebraska and a part of Oklahoma.

On the other hand, people living within the one hundred mile radius west of here get the St. Louis benefit from these other reductions applying across the river. That is, the people living out at St. Charles, and Fayette and Moberly and such places as that, get the benefit of the remaining ninety-five reduction in the rates from the east applying to St. Louis. It has benefitted them very largely.

Take it just outside St. Louis, it would be much more

than an offset itself for the disadvantages from the advances on those three or four classes.

Q. I did not exactly catch the point in that last answer. The bridge arbitrary is still on that business within that one hundred mile radius west of St. Louis, and has been added to the freight rate simply?

A. When stuff is shipped into St. Louis and out of St. Louis——

Q. You mean eastward? A. Westward I am speaking of.

Q. If it stops within the one hundred mile radius the arbitrary is added to the freight rate, isn't it? A. No, not where it comes from or goes beyond that limit.

All these questions and answers for some little time have been referring to business that comes from or goes to points on the Trunk Line or Central Freight Traffic Association territory?

Q. Yes? A. Well, now, that does not cut any figure where that goes to points west of here, whether it goes to points twenty miles out of St. Louis or one thousand miles beyond St. Louis, as long as those rates from here applied to St. Louis, the St. Louis rates beyond that will apply, don't you see?

It is not like a shipment coming from within the one hundred mile radius to St. Louis, or going from a point within the one hundred mile radius to St. Louis, or going from a point within the one hundred mile radius west of East St. Louis. That is a different proposition.

Q. Didn't you say a while ago that on business one hundred miles west of St. Louis the arbitrary was still charged? A. The rates to East St. Louis are that much higher. They do not absorb the charges to East St. Louis in their rates from St. Charles, say, any more than they did before.

But this is the proposition: What is the rate from New York to St. Louis, plus the rate from St. Louis to St.

Charles? That is a different proposition from what is the rate from St. Charles to St. Louis as compared with the rate from St. Charles to East St. Louis.

Q. Yes, but if the shipment originates in New York and goes to St. Charles, is the bridge arbitrary added to the rate? A. No.

Q. If it originates in an Indiana city, is it? A. No.

Q. Then I did not understand you correctly, your statement a while ago, that on all goods destined to points within one hundred miles of St. Louis the bridge arbitrary was still added to the freight rate? A. That is entirely correct. We were speaking then of East St. Louis and St. Louis business. Now we are speaking about the through, long distance business.

Q. There would not be any arbitrary possible on business originating in St. Louis and destined to a point one hundred miles beyond St. Louis? A. Not at all. Bu that is a different proposition entirely.

Here are two things: The proposition we were talking about then was the basis of rates between St. Louis and points within one hundred miles and the rates between East St. Louis and points within the one hundred miles. Either way it does not cut any figure. The line is a very irregular one on the west side more than on the east side.

But the basis of rates between St. Louis and points within the one hundred mile radius east of here, is higher than between East St. Louis and those points, taken by itself.

The basis of rates between East St. Louis and the points within one hundred miles west of here is higher than the basis of rates between St. Louis and points west of here.

Now, however, when you come to a shipment from New York to points within a one hundred mile radius, or bringing a shipment from Kansas City to a point within the one hundred mile limit east of here, that cuts no figure; because a shipment coming from say Kansas City to St.

Louis has the same rate as a shipment coming from Kansis City to East St. Louis. So the combination of those rates, Kansas City to East St. Louis, plus the rate say East St. Louis to Belleville or O'Fallon or Cartersville, or any of those little towns around here, is on the lowest basis, that is, on the East St. Louis combination. There is no arbitrary in that, either way.

Just the same the rates from New York to St. Louis, take the lowest combination. That is the ruling of the Interstate Commerce Commission, as I understand it, that the rates must eventually be adjusted on the combination of the locals if there is not a lower through rate.

Q. Let me see if I understand your answer correctly: I understood you to say that the business of the people living within a radius of one hundred miles west of St. Louis, on shipments that originated beyond one hundred miles east of St. Louis, would equal by reason of this distance—the amount they would gain would equal the amount of the increase that might be made on the business of all the people affected by these increased rates on all through business that passes through St. Louis as a gateway, east and west? A. Well, it would go a long way towards it. I would not want to say positively whether it would equal it or not. It would require a little figuring to find out. But they get the benefit, as I say, of the ninety-five per cent or more reduction in the rates.

Q. Then this ninety-five per cent reduction on these four classes must amount to only five per cent of the business? A. Oh, not at all, because on these four classes you have a big reduction.

When you talk about these classes, and percentages, do you refer to tonnage or the value of the property?

Q. I am talking, Mr. Perkins, about the per cent of the tonnage and not about the amount of freight collected? A.

Yes, is comes right back to the same thing as tonnage, or the amount of freight collected on the tonnage.

Q. I prefer to deal with it from the standpoint of tonnage, because the matter of the classification in tonnage decreases or increases the revenue of a railroad very materially? A. Yes, except on these arbitrary rates, as far as the proportion handled across the river is concerned the variation of rates in different classes is very small. Most of them were one and one-half and two cents per hundred pounds; the variation, therefore, is very slight, as compared with the variation in the classified rates of the railroads.

Q. You have investigated the volume of this traffic, of course? A. Yes, I went through it carefully when we made these estimates.

Q. Do you know that it is a fact that the six classes of freight on which the absorption was made, or claimed to made, constituted forty per cent of the traffic? A. I could not say, offhand, as to that.

Q. Do you know that the first four of those classes constitute ten per cent of the traffic, in tonnage, and that they are the four upon which the rates were increased? A. Well, I should say not more than that. I would doubt if it would be ten per cent of the tonnage.

Q. My figures may be wrong, but those are my figures? A. I have not the percentages of the various classes in my head.

Q. To go back to the condition in 1893, when the Merchants Bridge Terminal Railway was refused connection at Gratiot street with the Terminal Railroad Association, I will ask you if you remember that at that time the Merchants Bridge Terminal Railway Company reached every railroad in East St. Louis and St. Louis, except the Terminal Railroad Association of St. Louis, the Missouri Pacific Railway in St. Louis and the Iron Mountain Railroad in St. Louis? A. No, it did not reach all the railroads in

East St. Louis, directly; but only through intermediate connections.

Q. It had connection so it was practical to use it, and it was used right along, wasn't it? A. To a very limited extent, by a part of the roads; hardly at all by part of the roads, according to my recollection.

Q. I will ask you if through the connections it had the Merchants Bridge Terminal Railroad Company did not reach every railroad in East St. Louis and St. Louis, prior to the connection at Gratiot street, except those I have mentioned, to-wit, the Missouri Pacific and the Iron Mountain Railroads and the Terminal Railroad Association? A. Not only every railroad in East St. Louis, but also those you have mentioned.

Q. Prior to 1893? A. Yes, at that time. At the beginning of 1893 it reached, through its connections, everything.

Q. You are familiar with the location of the Interstate Car and Transfer Company before its absorption by the Terminal Railroad Association of St. Louis? A. Yes.

Q. I will ask you if it did not operate in connection with the Belt Line known as the Venice and Carondelet Belt Railroad, and through that connection made a complete belt reaching every railroad in East St. Louis; and didn't it connect with every railroad in St. Louis, Missouri, except the Frisco? A. No, it had no connection whatever with the Wabash Railroad. It connected simply with the Burlington and the Iron Mountain; that is all in St. Louis.

Q. It connected with the St. Louis Transfer Railway, didn't it? A. No.

Q. Through its connections with the Burlington and the Iron Mountain it had access to and was made use of by all the railroads, wasn't it? A. Yes, to some extent.

Q. And it was used to such an extent by the railroads that it did a large volume of business backward and forward between East St. Louis and St. Louis, across the river,

in freight service, did it not? A. It did quite a volume of business; not a large proportion of the total, but still quite a large business.

Q. I will ask you, Mr. Perkins, if the Wiggins Ferry Company, the Terminal Railroad Association and the Merchants Bridge Terminal Railroad were not all of them, prior to the consolidation in 1902, gradually extending their facilities on both sides of the river, for the handling of freight? A. I should say that the Merchants Bridge Terminal Company for some little time before that was doing practically nothing at all. The Wiggins Ferry Company had built its St. Louis Transfer Railway in 1889 and 1890. The Terminal Railroad Association was, in the period subsequent to 1890, doing quite a good deal in the way of extensions. I should say that is a pretty limited time to apply such a question to, because the terminal facilities of the Wiggins Ferry Company on this side of the river—that is, the St. Louis Transfer Railway—and the terminal facilities of the Merchants Bridge Terminal Railroad were comparatively new. They had been built prior to that time, both of them, but not very long prior to that time.

Q. Isn't it true that in 1893 the Terminal Railroad Association of St. Louis had no property north of Washington avenue, in the way of terminal facilities? A. Yes.

Q. What road or roads does the Terminal Railroad Association connect directly with, that are not reached by the Merchants Bridge Terminal Railway Company, the Wiggins Ferry, or either of them, in St. Louis, Missouri? A. Only the Frisco and the Colorado roads, I think.

Q. The Colorado has no line into the city limits at all, has it? A. It has a lease for using the Wabash Union Depot line.

Q. Its line ends at Forsythe Station, doesn't it? A. I should, on the other hand, include the M., K. & T. cer-

tainly as a St. Louis line, and that has no tracks of its own this side of Texas Junction. But through its lease of the Burlington property it connects with the Wiggins Ferry and connects with the Merchants Bridge Terminal. I think you would have to say that the Colorado, or Rock Island road it is now, is a road coming into St. Louis, because it has a right to the use of those tracks.

Q. You say the Colorado and the Frisco? A. Yes.

Q. You spoke about a belt line of railway that ran around to the north and west part of the city, belonging to the Terminal Railroad Association; doesn't that belong to the Merchants Bridge Terminal Railroad? A. No, only a small part of the right of way near it. That is a combination of two or three different belt propositions; they tried to figure out when they actually got to work, the best combination, and made it. A large part of it was what was called the Central Belt Company.

Q. It was built under ordinance No. 14708, wasn't it? A. I cannot say offhand the number of the ordinance. I have not the slightest idea what the number is.

Q. Is this true: That there is not a single industry located on the tracks of the Terminal Railroad Asociation, west of Union Station, except coal switches? A. No. My recollection is there are a few others.

Q. What are they, on the tracks of the Terminal Railroad Association? A. Of course there is that quarry at Montrose avenue.

Q. Is that on the Terminal Railroad Association's tracks? A. Yes.

Q. On the north side? A. Yes. There are industries in east of there, too. I cannot think of the names of them just now.

Q. If there are any, they are just a few? Most of them are located on the individual tracks of the Missouri Pacific and the Frisco, are they not? A. In the Mill Creek Valley?

Q. Yes? A. They are mainly located on the Missouri Pacific, Frisco and Wabash, and some on the Merchants Bridge Terminal; they are scattered all around.

Q. Mostly on the individual roads, though? A. Mostly further west than the Terminal Railroad Association goes.

Q. To go back to the operation of the lines before they were consolidated, do you know whether or not it is a fact that coal was delivered in St. Louis by the Merchants Bridge Terminal Railroad, prior to 1893, and prior to the acquisition of the Merchants Bridge by the Terminal Railroad Association, cheaper than it has been ever since? A. No, except that I have been told by coal operators that they made some contracts during their coal wars there——

The Commissioner: The question is whether you know. A. No. I don't know.

Mr. Crow: Do you know that the rates were very much lower during the period the Merchants Bridge Terminal Railroad was operated, prior to 1893, as an independent company, than they have been since, on almost all the different classes of freight and commodities? A. No, I cannot say offhand that I know it.

Q. Is it true that they were? A. I said I don't know.

Q. Do you know whether or not stock was handled from connections of the other roads, besides the Terminal Railroad Association, in Mill Creek Valley, to the National Stock Yards in East St. Louis, prior to 1893, and prior to the time of the connection at Gratiot street, for less money than it has ever been handled since that time? A. No, I don't know that.

Q. You have no knowledge of that? A. No, sir.

Q. Mr. Perkins, how many systems of railroads are there that go into the city of Philadelphia? A. The Pennsylvania, the Baltimore and Ohio, the Philadelphia and Reading. I think the Lehigh Valley gets in there by a trackage

arrangement. My recollection is it does not get in there over its own rails.

Q. Those are all? A. That is all I can think of just now.

Q. The Reading is owned by the Pennsylvania, or controlled by it—or it is so understood? A. I don't understand so.

Q. Each of those three roads, the Reading, the Baltimore and Ohio and the Pennsylvania, have separate entrances into Philadelphia? A. Yes.

Q. They have separate freight yards and separate tracks? A. Yes.

Q. Now, isn't it true that within the last year or two, or three or four years at least, these roads in Philadelphia have spent a large amount of money in improving their individual terminal facilities? A. The Pennsylvania Company spent a very large amount of money in the elevation of its tracks, improving its terminal facilities and providing a very wonderful arrangement to avoid grade crossing of tracks, with the tracks of its different divisions.

Q. Mr. Perkins, isn't it true that all of the railroads having access to the city of Chicago, or nearly all of them, have separate entrances, and mostly double tracks, to start from stations independent of each other? A. Well, that is true to a considerable extent. They come in in groups, you might say. The passenger facilities are in six groups, is my recollection. The freight facilities, however, are pretty generally distinct for the individual railroads, to a very large extent. There are several belt lines which do business for them all. The freight houses are, as a general thing, distinct—that is, for all the principal individual railroads.

Q. Mr. Perkins, in your testimony in chief you stated that the mayor of Kansas City, or a committee representing the municipality up there, had come down to St. Louis and investigated this terminal question, with a view of

putting a similar plan in operation in Kansas City, when the new terminals were built:

I will ask you if it is not a fact that when Mayor Beardsley returned to Kansas City he reported against such a system of unified terminals, as we have here? A. I don't know what he reported. He came to see me several times, and talked over what ought to be the provisions of an ordinance for such purpose. I thought we agreed very well about it, but I don't know what he finally did.

Q. You never saw the ordinance that they submitted to the people up there? A. I saw a short outline of the original ordinance. I don't know what was finally done by Mayor Beardsley about it, although he promised to let me have a copy of what he was going to propose; but I never received it.

Q. Did you ever see a copy of the ordinance which they were going to submit to be voted upon—you know according to their charter they have to vote on that? A. I don't know that I ever saw that, or any.

Q. You don't know that there was a clause that all switching done should be done so that they should be absolutely independent of any unified system? A. No, I did not know whether there was or not.

Q. You spoke of Washington City as a place having unified terminals: I will ask you if it is not a fact that there were formerly two passenger stations in Washington, both of which were east of Pennsylvania avenue, in the Potomac Flats? A. I would not say that the Pennsylvania station was in what you would call flats.

Q. You locate it. I thought it was, but I may be wrong about that; I don't mean the present, but the old station. A. I know what you mean. I can not say what you cover by the term "flats;" perhaps you are more familiar with the history of Washington than I am.

Q. Both stations were east of Pennsylvania avenue, were they not? A. That is my recollection.

Q. The tracks of both those stations crossed the public grounds of the government in Washington City, did they not? A. Yes.

Q. And those public grounds were very much disfigured by those tracks, were they not? A. Yes.

Q. Topographically speaking, it is impossible for any railroad to enter Washington except from the east side of Pennsylvania avenue, in the lower ground? A. I can not say as to that, offhand.

Q. We will pass that, then.

Mr. Perkins, is it not true that when the Pennsylvania railroad proposed to erect a new station, some eight or ten years ago, on the site of the old station in Washington, the government refused to consent to it, it being government property, unless both roads, the Baltimore & Ohio and the Pennsylvania, should join in the erection of a new station and remove their tracks from crossing the public grounds? A. I think that was the case—it certainly should have been.

Q. And on account of the great expense involved in removing those tracks from the public grounds, an appropriation was made on the part of the government to help them; and was it not specially provided in that appropriation that no other passenger station should be erected in the city, and that any other railroad should be authorized to use that new station? A. Yes, I think that is part of the law. I read it over.

Q. The Washington Union Station was erected solely for the purpose of handling passenger traffic? A. Yes.

Q. That had nothing to do with freight traffic at all? A. No.

Q. Washington itself is not a manufacturing city, is it? A. No.

Q. It has no freight tonnage of any consequence in

proportion to its population, has it? A. No, I should say not.

Q. Therefore, the question of freight terminals would be secondary, as applicable to Washington City, would it not? A. Yes.

Q. You spoke of Paris, and of the terminals there, in your direct examination.

I will ask you if it is not a fact that each of the seven roads entering Paris has its own special passenger station, at which and from which all of its own passenger trains enter and depart? A. Yes.

Q. And has not each of the seven roads entering Paris also its own individual freight station? A. Yes.

Q. Does not each road handle at its own station, with its own locomotives and cars, all of its own freight and passenger traffic? A. Directly into and out of the city?

Q. Yes. A. I should have to modify my previous answer, by saying that while each road has its freight station, business from any of the roads can go to any of the freight stations of any of the seven other roads.

Q. By the use of the Belt Line? A. Yes. That Belt Line is jointly owned.

Q. That does not change the fact in your first answer, that each one did have its individual freight station? A. Yes, it has, and should have.

Q. The belt lines, both inner and outer, are used solely to transfer freight and passengers from one road to another, are they not? A. No; the outer belt is also used for local trains on the belt, pure and simple.

Q. By "local" trains, you mean in the sense of being suburban trains in and out of the city? A. Yes, going around to suburban points.

Q. That is for passenger business? A. Yes.

Q. Isn't it a fact that there is no control by individual

roads over the business of the Belt Line? A. On the other hand, the individual roads control the Belt Line.

Q. But answer my question. There is no control over the business of the individual roads by the management of the Belt Line in Paris, is there? A. Not that I know of, no.

Q. And there is no attempt made to control the operations of the individual roads by the Belt Line; and there is no attempt to interfere with the separate terminals or freight facilities of the individual lines? A. I shall have to say I don't know to that question. I don't know of any.

Q. Who made the maps of Berlin and Paris, offered in evidence in this case? Who made the copies? A. I think J. W. Steele & Company printed them. Those copies were simply torn out of the Railway Club's printed proceedings. I got the originals abroad.

Q. Do you know the purpose for which the Staatbahn was originally built in Berlin? A. That was an elevated structure, and I think was originally made largely to take care of suburban service.

Q. Isn't it a fact it was built by the government and was originally intended as a military measure, to facilitate the handling of troops in Berlin, which was the largest garrison center in Germany? A. To the same extent that might be said of a great many other government stations and railroads. With great many of the railroad stations that was kept especially in mind when they were built; the matter of transporting troops with great rapidity. But I do not know that was true of the Staatsbahn; I don't believe it was, but I can not say that I know. I don't think it was, though; I can not see that that factor would control it to any greater extent than any other.

Q. Isn't it true that the Ringbahn connects with everything entering Berlin, a little outside of the city? A. Yes.

Q. And this Ringbahn has business that consists almost

entirely of transferring freight from one road to another? A. Yes.

Q. Isn't it true that almost all of the eight roads entering Berlin are owned by the Prussian government, and that each has its own individual terminal? A. Yes. But as I said, all available for every road entering Berlin. Every one could send its freight to each one of these individual stations around the town.

Q. By paying the charges? A. It is simply one, through, distance rate. There is no arbitrary charge. It is simply a through shipment rate from the point of shipment to the point of destination. The distance tariffs provided by the German government provide that on a shipment going to one station five miles further off than the other, that is the rate applied. It simply means that the distance tariff rate is charged for the actual distance travelled, whatever that may be.

Q. The freight rate in Germany includes the delivery to the consignee, as a rule? A. No.

Q. It does not? A. No; but a very small part of the business is delivered by the railroads to the consignees; hardly any of it, except in the case of delayed shipments, or something of that kind.

Q. These roads are operated, although practically under one ownership, as separate roads, are they not? A. About nine-tenths of them are controlled by the government.

Q. By the Prussian government, not German? A. The Prussian State Railroads. There are Prussian government roads, and the roads of other principalities.

Q. None but the Prussian government own them? A. At Berlin?

Q. Yes. A. That is true at Berlin, yes.

Q. I am talking about Berlin. A. But they have a general Prussian Board of Railroad Management, which has charge of the whole; and then they have their own individ-

ual managements beside. But they are all under one general control.

Q. They are enabled to use the terminals there jointly, by reason of the nature of the ownership of the roads and the control of them by the government? A. I should hardly say that was necessarily the result of the ownership. Perhaps it is a result of the control of the roads, because the same condition, as I explained, exists at Paris, where almost all of them are private roads.

Q. With the right in the government to purchase, which right the government is now exercising, is it not? A. Only to a small extent.

Q. Isn't it true, Mr. Perkins, of every railroad that has been built in France, that the French Government has always retained the right to purchase, on certain terms named in the charter? A. I understood you to say they were purchasing them.

Q. From time to time, to purchase. A. The government has been purchasing only to a very small extent.

I understand they have a right to purchase, but I don't think that is their present policy—if that is part of the answer—I have a pretty definite idea of what their policy is from talking to the different railroad managers.

Q. I believe in the report to the Municipal Assembly of June 1, 1906, on pages 1 and 2, it is stated that a reduction by reason of the absorption of the bridge arbitrary in the rates to St. Louis would save the people of St. Louis about eight million dollars per year, or about seventy per cent of the total amount of business to and from eastern points beyond the one hundred mile radius from St. Louis? A. No, the report says eight hundred thousand, not eight million.

Q. Now I will ask you, Mr. Perkins, if you had anything to do with the compilation of the figures upon which that statement was based? A. Yes.

Q. How did you arrive at that estimate? A. It was arrived at by getting up carefully, from all sources, the tonnage of each class of freight for the year.

Q. Where did you get that from, the tonnage of each class of freight? A. By the different railroads and the Terminal Railroad Association and by the transfer companies.

Q. They furnished it, did they? A. It was furnished from different sources, different parts of the information were furnished by different sources. It was a pretty long and elaborate computation, and was checked in several different ways, so as to be pretty sure it was approximately correct.

Q. Isn't it true, Mr. Perkins, that to begin with you had to have the tonnage, before you could make such figures? That was the basis. You had to have the tonnage of the different classes of freight? A. We had to have the tonnage and we had to have the earnings of the different Terminal Railroad Association properties, and of the Transfer Company properties, and so forth, on these different classes of freight handled; and there was a good deal of work gone through to dig that up and separate it for a year.

Q. Did you also get the tonnage for the through business, from the different railroads? A. We did, but that was not taken into account in this compilation.

Q. I am not talking about that. But you got it? A. I think we had the through tonnage.

Q. Have you those figures still, for the through tonnage, and the figures for the tonnage on which you arrived at this compilation as to the individual classes of freight? A. It is possible all this memoranda is in the files of the Municipal Bridge & Terminals Commission.

Q. You think it could be found there? A. I think most of it could. I can not say now whether all of it could or not. There was a tremendous amount of miscellaneous

figuring done, and the compiling of different figures together; and when we got the totals and checked them and felt sure we were right, I don't know that we kept all the memoranda. I can not say now whether they will all be there or not.

Q. Later on, another statement was made in one of those reports, that in round numbers two million dollars had been saved to the people of St. Louis by reason of the claimed absorption of the Bridge Arbitrary; I will ask you if you had occasion to assist in the compiling of those figures? A. I did.

Q. In your judgment the statement in both instances, the million and the two million, are correct, or as nearly so as it could be approximated? A. Eight hundred thousand was the first figure; not eight millions. The eight hundred thousand and the two millions are, in my judgment, approximately correct.

Q. And this resulted solely from the removal of the independent charge that had been theretofore made for the service of transporting freight traffic across the river at St. Louis, Missouri, from East St. Louis, Illinois, and Madison, and Granite City, Illinois, to St. Louis, Missouri? A. Yes. The latter figure, of course, is based on a very much greater tonnage than the first figure and on absorption of the rest of the arbitraries. It was intended for what would approximately be the saving from that time on, on the volume of expected business, compared with the 1907 business.

Q. In your view, as adviser to the Commission and as a railroad man, the reduction was proper and reasonable, in the charge on the St. Louis business, for the whole? A. We certainly maintained as strongly as we could that it was.

Q. I say, that is your opinion? A. My opinion is that the same basis of rate should be applied there.

I will have to say that I think in some cases it hit some

of the roads pretty hard to have to do it; but the basis of rates established I believe to be reasonable and just.

Q. Taking everything into consideration? A. Taking everything into consideration. But I think it is only fair to say, and I don't think I will prejudice anything in saying, that some of the roads on some of the rates were hit pretty hard in doing it.

Q. Taking into consideration everything prior to that, the rates theretofore charged were unreasonable for the service rendered to the extent that they have now been reduced? A. I don't think I could answer the question as to whether the rates in themselves were reasonable or unreasonable. I think the adjustment was unreasonable. I will say that. I can not go further than to say that.

To say the schedule of rates in effect to St. Louis, if you take the whole charge, was reasonable or unreasonable, is getting into pretty deep water, as you know.

But I will say the adjustment of it was unreasonable, as between St. Louis and East St. Louis.

Q. There is but one other question I want to deal with, Mr. Perkins, and I think by going over my memoranda at the recess I can facilitate matters.

At this point, by consent, an adjournment was taken to tomorrow, Thursday, May 21, 1908, at half past nine o'clock in the forenoon.

St. Louis Mo., May 21, 1908.

Met pursuant to adjournment as above, on Thursday, May 21, 1908, at 9:30 a. m., at the office of the Special Commissioner in the Roe Building, St. Louis, Missouri.

Present : Honorable R. E. Rombauer, Special Commissioner.

Messrs. E. C. Crow and Chester H. Krum appeared in behalf of the Government.

Mr. M. F. Watts appeared in behalf of the Defendant.

The following proceedings were had:

CROSS-EXAMINATION BY MR. E. C. CROW.

ALBERT T. PERKINS continued:

Q. Mr. Perkins, I would like to get you to define, if you will, the use to which team tracks are put. I believe that has not been put clearly in the record as yet. A. So-called team tracks are tracks provided for the purpose of placing freight cars at roadways for the loading or unloading of those cars by teams.

Q. And these team tracks are necessary to be used in the everyday business of transporting freight traffic, are they? A. On such tracks part of the miscellaneous car load business of the city is handled.

Q. Is any of the less than car load business, to any extent at all, handled on team tracks? A. Only as a temporary makeshift. There is some business handled by the Illinois Central, and occasionally some of the other roads at Eleventh street for want of sufficient room for the present setting of cars at the platforms there.

Q. Ordinarily it is true that the less than car load business can be handled from a railroad standpoint better at freight houses and platforms? A. Yes, that is the desirable thing from the point of view of all concerned.

Q. I believe you stated in your direct examination, or somewhere in the cross-examination, that prior to 1905 the western lines absorbed the charges known as the "arbitray" for the haul across the river between East St. Louis, Illinois, and St. Louis, Missouri, on through business? A. Yes, on through business to and from points outside approximately the one hundred mile limit.

Q. Mr. Perkins, I will ask you if you had occasion to investigate for some years prior to 1905 the rate on coal

from the Illinois coal fields into St. Louis, Missouri, and East St. Louis, Illinois? A. I have looked up the figures from time to time. They have gone up and down. I could not give you figures out of my head for any one special period.

Q. I will ask you whether or not you know it is a fact that last year, say 1907, there was about 8,000,000 tons in round figures, of coal shipped into East St. Louis; the actual figures are 8,600,000 tons for 1907? A. I have those figures in my desk for 1906 and 1907. The total amount of coal of all kinds brought into St. Louis in 1907?

Q. I said East St. Louis. A. St. Louis or East St. Louis, the figures are all lumped for the district, East St. Louis and St. Louis.

Q. That is, in your figures, in your report? A. Yes. The total amount brought into East St. Louis and St. Louis altogether, of all kinds of coal, is a little over 8,000,000 tons in 1907.

Q. You mean by that soft coal? A. Every kind of coal.

Q. You mean anthracite coal? A. Yes.

Q. How much? A. A little over 8,000,000 tons in 1907.

Q. Do you know whether or not it is a fact that at least 7,000,000 tons of soft coal comes to St. Louis and East St. Louis from within a distance of forty miles of St. Louis? A. I should not be able to divide it offhand, as between the different groups of mines. There are several groups. Those figures can all be had.

Q. That is a matter you did investigate, the extent of the haul? A. Oh, yes; I have memorandum about that somewhere.

Q. It is a short haul, isn't it, from the railroad standpoint? A. Oh, eys; the most of the soft coal is a short haul.

Q. In the report of the Mayor's Commission, in Volume 2, pages 4 and 5, you will find attention is called to the re-

duction of what is known as the coal arbitrary: I will ask you in the first place what was the arbitrary charge on coal for the haul across the river from the east side to the west side, prior to 1905? A. That rate was thirty cents per ton, except that on certain business for the railroads themselves a rate of twenty cents per ton was made. That is, two rates were provided in their tariffs.

Q. That is, for coal to be used by the railroad companies west of the river for their own purposes? A. Yes, and on some of the through business, for certain reasons, the rate was twenty cents per ton. That was covered by their tariffs.

Q. In the report I refer to attention is called to the so-called reduction in the coal arbitrary, in which it is said that ten cents has been removed from that charge, and that about two hundred and forty thousand dollars has been saved to the people of St. Louis by virtue of that reduction:

I will ask you if you went over those figures before that report was published? A. I did. I don't think they should be called "so-called figures," because they are figures.

Q. I didn't say "so-called figures;" I said "so-called absorption."

Do you know what the minimum rate on coal was from the coal mines of Illinois to East St. Louis on the first of January, 1906? A. I cannot say offhand what it was then. It had gone up and down at different times in the past, in an extremely irregular way, for the last twenty years.

Q. You say it had gone up frequently and had gone down frequently? A. Yes.

Q. Did you ever investigate those tariffs for a series of years to see what the changes had been, and if they were frequent? A. Yes, I looked them up.

Q. Don't you know that during 1895 and up into 1896 there was but one change in that tariff, and that was from the twenty-five-cent rate to the thirty-five-cent rate? A. No, sir; I do not think that is correct.

Q. Would you undertake to say how many changes were made in that, from your recollection? A. No, sir. All I can say is that there were quite a number.

Q. Do you know from your examination that from 1895 to 1905 the rate was practically stationary at twenty-five cents for the minimum haul? A. No.

Q. What was it for the minimum haul? A. Various rates.

Q. Mention some of them for the minimum haul? A. I had a memorandum of those rates. I would not care to state the exact figures for the minimum, because I do not recollect it right now, for special periods. There were times when it was much less than twenty-five cents. They got it down to a small rate per car, at one time.

Q. When was that? A. I don't remember the exact date.

Q. That was a great many years ago, wasn't it? A. No.

Q. Do you refer to the cut that was made in 1905, when the rate ran down to fifteen cents? A. No.

Q. What cut do you refer to, and what road made it, if it was not made over eighteen years ago? A. All these different roads were making these cuts and advances in rates at different times during that whole period, subsequent to 1895—is that the date you mention?

Q. Don't you know that the record in this case shows there was a coal traffic association in St. Louis that fixed those rates and maintained them? A. I don't know what the record shows about that. I will make my own statement independently of that, because the fact is rates were changing.

The Coal Traffic Association did not always hold together very well. The Coal Traffic Association was never able, until the pressure for absolute maintenance of rates everywhere that has gone on for the last three or four years, as you know, has put it into such shape that the Coal Traffic Association's arrangements can not be broken. But it was

going up and down and the Coal Traffic Association could not hold the coal-carrying roads and the coal-owning roads together.

I happen to know pretty clearly what I am talking about in that respect, because I have talked with the coal-carrying and coal-owning roads about that situation.

Q. I will ask you if it is not a fact that during the principal part of the time in 1895, 1896 and 1897, the coal rate for the minimum haul from the coal fields of Illinois to East St. Louis was twenty-five cents per ton? A. I don't think so. As I have stated, I can not say positively for any one year, offhand, what the rate was except in a general way.

Q. Just your general recollection?

I will ask you if during 1897 and 1898 it was not twenty-five cents per ton? A. My same answer will apply there.

Q. I will ask you if you do not know it is a fact, if you investigated the question, that a million tons of coal were contracted for at the rate of twenty-five cents per ton during the years 1905-6-7, by the various railroads for various periods, covering from one to five years? A. I don't know.

Q. I will ask you if it is not a fact that in June, 1906, the coal rate on the minimum haul, from the Illinois coal fields to East St. Louis was not twenty-five cents per ton? A. I don't remember. I can not say.

Q. Did you investigate to find out whether or not in 1906 it had been raised from twenty-five cents to forty cents? A. Yes, as I said, I looked up these coal rates for a long period, from time to time, and I simply reply to your question that I do not recollect what they were at any one special time, and I can not give you the rates offhand.

Q. About June or July, 1906, was not the rate for the minimum haul from the Illinois coal mines to East St. Louis raised from twenty-five to forty cents? A. Approximately

that. Yes. That had nothing to do whatever with this charge for the haul across the river.

Q. That is your opinion about it, you know. A. I had quite a good deal to do with it, and I know that positively.

Q. You say the ten cents had been absorbed on this charge across the river? A. Yes.

Q. I will ask you, in 1906, the rate being increased to forty cents, what was the total minimum cost on the haul of coal from the Illinois coal fields to St. Louis? A. Sixty cents.

Q. When was this "so-called absorption" made on this haul of coal across the river, reducing it from thirty to twenty cents? A. I don't remember whether I gave the date of that or not.

I remember the proofs for the through tariffs were published to be in effect on June 15, 1906. I don't remember whether in filing those tariffs with the Interstate Commerce Commission there had to be any modification of that date or not. But that was the date the proofs of the tariffs originally read, according to my report here.

Q. It showed a reduction from thirty to twenty cents per ton? A. That had been arranged a little prior to that time. I can not say the exact date, but at any rate it had been arranged in time for—That reduction on the Terminal Railroad Association tracks alone had been aranged some little time before that.

Q. I am not talking about a switching arrangement. A. No. I say the proportion the Terminal Railroad Association received for its service was cut down some time prior to that, to three cents per ton less than the Illinois Commissioners' rating for two miles, to cover deliveries on all the Terminal Railroad Association properties. That was cut down to a very low figure.

Q. I am talking about the reduction from thirty cents to twenty cents per ton on the bridge arbitrary. A. That is

what I am talking about now. This charge had, some little time previous to the publication of the through tariffs on coal, been cut down from thirty cents to twenty cents for deliveries on simply the tracks of the Terminal Railroad Association, or for deliveries to other roads.

Q. I am asking simply about the transfer across the river. The delivery to the other roads is a switching proposition which we will come to a little later. A. There was no separation of the charge for transferring across the river, furnishing the switching and furnishing the delivery track; probably if the charge across the river was divided up it would amount to only half of that.

Q. In your report they take credit for the fact that they had reduced ten cents on the "arbitrary" across the river, and that would save Two Hundred and Forty Thousand Dollars to the people of St. Louis. A. The Commission say that had been reduced. They do not take any credit for that, that I know of. In fact, I don't know that the Commission have tried especially to take any credit for anything. They were willing to let the results of their work stand for themselves.

Q. They state that fact, don't they? A. Yes.

Q. They did not say anything about the Illinois Railroad Commission rates, etc. They simply put the fact plainly before the people that that rate had been reduced ten cents a ton—and that was a fact, wasn't it? A. Yes.

Q. You say the rate was increased about that time, 1906, on the minimum haul from the coal fields of Illinois to East St. Louis, from twenty-five cents per ton to forty cents per ton, fifteen cents, or five cents a ton more than the reduction of the bridge arbitrary; and that fifteen cents rate applied on all coal coming into East St. Louis, whether it came to St. Louis, Missouri, or not? A. Yes.

Q. Did you ever investigate the figures to find out what proportion of the coal remained in East St. Louis that came

from the Illinois coal fields into East St. Louis. Of course, I am talking now all the time about soft coal, and I suppose you are? A. I think so, roughly. I can not say now what it was.

The situation is this, as I have explained before: A large part of the coal is handled by strictly coal roads that are owned by the coal companies—

Q. We will come to that question a little later. I want to get through with you and I know you want to get through. A. I want to explain my answers so you will know what they mean.

Q. When was the additional two cents per ton for the minimum haul from the Illinois coal fields to East St. Louis added to the forty cent rate, if you know? A. The additional two cents per ton?

Q. Yes, for the minimum haul from the Illinois coal fields to East St. Louis. A. I don't remember.

Q. Can you say it was the year 1907? Wasn't it then or the latter part of 1906? A. I really could not. I haven't paid any attention to that.

Q. It is since the Commission has been in operation, isn't it? A. Well, I think the minimum was simply lined up at one time on the basis of the Illinois Commissioners' tariff for the minimum distance. I can not say at what date that was done.

Q. The minimum rate now from the Illinois coal fields to East St. Louis is forty-two cents per ton on that coal, isn't it, and it has been for a year or two? A. I think that is the rate, either forty or forty-two cents.

Q. Did you ever make a calculation on the basis of the present tonnage, of about eight million six hundred thousand tons last year of soft coal into East St. Louis, to determine how much in dollars and cents the fifteen cents and the two cents increase over what the minimum rate was from Illinois coal fields to East St. Louis in 1906 would give

to the railroads as revenue? A. Well, that by no means applied on all that coal. All that coal did not come from those fields; and further than that, that is strictly a matter for the Illinois State Railroad Commission to deal with. We have nothing to do with that.

Q. That does not answer my question. Did you ever make that calculation? A. No.

Q. If there was an increase of seventeen cents on the eight million six hundred thousand tons, about what would it amount to, roughly?

Mr. Watts: You can multiply that, or the Court can multiply that.

Mr. Crow: He is an expert.

A. I don't care to have that put in as my testimony. This is purely a suppositious case. I have answered that in my opinion it is not a correctly stated case, and not a matter of fact.

Q. The seventeen cents increase was made, wasn't it, in May, 1906, on all coal and the minimum rate was increased from twenty-five cents to forty-two cents? A. I have already testified that the minimum rate was increased, but not on that amount of coal?

Q. Wasn't the rate increased to forty-two cents? A. My recollection is that that was the final figure. Not at that time, though. As I say, I don't remember the date, but I think it was to be the Illinois State Railroad Commissioner's rate from the nearest mines to East St. Louis. What is called the "inner" group of rates was put on the Illinois State Railroad Commissioners' soft coal rate from the nearest coal mine in that group to East St. Louis, and the whole group was given the benefit of that rate, which the Illinois State Railroad Commissioners are supposed to have provided as in their own minds, a reasonably low rate. Now that is the whole situation. Further than that, all we have said is in connection with the reduction of the addition

to that rate from East St. Louis into St. Louis, and the advances from the coal mines to East St. Louis have absolutely nothing to do with that, because they were brought about mainly by, or very largely by the coal carrying roads, which had no interest in what the charge was from East St. Louis —they care nothing about it, and do not care whether that is ten cents or ten dollars.

Q. How do you know it was brought about by that? A. I know that from talking with the coal carrying roads when it was done, and anybody with common sense could see that is how it must have been done. It is just a piece of common sense observation of railroads.

Q. That the short coal carrying roads could raise the rates? A. Yes. The coal miners have had more to do with that than the railroads. The coal miners are the people who control that, because they control at least two of the largest coal carrying roads in East St. Louis. They are simply coal carrying roads and nothing else, and the others have to meet their competition.

Then when it comes to figuring what rates they make, the trunk roads of course have got to put their own miners on a basis where they can compete, if they want the business as against the strictly coal roads.

Q. After all, this is true, isn't it: On whatever soft coal was hauled and is now hauled to St. Louis from the Illinois coal mines, the minimum rate has been increased since May or June, 1906, from twenty-five cents to forty-two cents per ton? A. It has been increased from the rate in effect at that time.

As I have said, that rate has gone up and down, some times higher and some times lower, for many years.

Q. Isn't it true that the increase was seventeen cents per ton on that large volume of tonnage of soft coal from the coal mines of Illinois to East St. Louis, and that it adds a very large revenue to that received prior to 1906 by the

railroads carrying coal into East St. Louis? A. Yes. It adds a part of that revenue to the rates coming into East St. Louis. Those roads, however, have been absorbing out of that, since that time, the switching charges on the west side of the river to an extent which they had not done before, as explained in the report of the Commission.

Q. We will get to that later. The seventeen cents a ton on all of the soft coal that came into East St. Louis from the Illinois coal mines would, as a matter of dollars and cents, exceed the ten cents reduction on the arbitrary for all of the soft coal that came over the river from the Illinois mines, wouldn't it? A. I haven't figured that. I don't know whether it would or not.

Q. Why don't you know whether it would or not? Does it require a calculation to determine that proposition? A. Yes, sir, it requires quite an elaborate figuring to find out where the coal comes from and so on.

Q. I said from the coal fields of Illinois.

At this point the previous question is read to the witness.

A. From the two nearby groups of Illinois mines?

Q. I will say from all the Illinois mines? A. No, I would not answer it that way, all Illinois mines, but from the two nearby groups of Illinois mines. I will answer it that way.

Q. Did you ever make any investigation to enable you to determine whether or not it is true that eighty per cent of the soft coal that comes into East St. Louis and St. Louis, Missouri, comes from within a radius of forty miles of East St. Louis? A. No, sir. I can not say that.

Q. Oh, yes, I remember now, you said you had not investigated that. A. I want to answer your questions as well as I can, but I wish to explain that I do not want to answer as to a computation of that sort. For instance, in the newspapers this morning, and other days, they take some

little item like that and say that I state it for a fact, no matter what the supposition might be.

Q. Of course you want to be careful. I simply want facts.

The sixty-two cent minimum rate from the Illinois coal fields carries coal now to any industry located on the tracks of the Terminal Railroad Association in the city of Saint Louis, doesn't it? A. Yes.

Q. What was the rate in May and June, 1906, to industries located on the tracks of the Terminal Railroad Association in St. Louis, provided the bridge charge of thirty cents per ton and the rate to East St. Louis, Illinois, had been included as one rate to Saint Louis, Missouri? A. The minimum charge from the mines to industries on the Terminal Railroad tracks in St. Louis was fifty-five cents.

Q. That was made up of the thirty cents charge for the haul across the river and the twenty-five cents charge from the nearby groups of Illinois mines to East St. Louis, making a total of fifty-five cents? A. From what is called the "inner" of the two groups of Illinois mines to St. Louis, made up of the twenty-five cents to East St. Louis, plus thirty cents for the bridge charge and terminal charges.

Q. If after it got onto the Terminal Railroad Association tracks, before the change from thirty cents to twenty cents, it was required to be switched to an industry on another track, was there a switching charge? A. Usually, yes.

Q. What was that, seven and a half cents? A. No. That varied a good deal on the different railroads, running anywhere from one dollar a car to possibly seven or eight dollars.

Q. In the report of the Mayor's Commission it is said that the ten cent switching charge that had theretofore been made for switching coal cars off the Terminal Railroad Association tracks had been absorbed: Is that correct? A. Yes, except that the Commission is not "the Mayor's Com-

mission," but the Commission of the Municipal Assembly, and the City of St. Louis. The statement, however, made in the report is correct.

Q. On about how much coal, in tons, was that absorption made? A. I don't recollect, although I made some figures on it at the time this report was made in 1906.

Q. There is a statement made in that report of the dollars and cents saved to the citizens of St. Louis. It is stated at two hundred and forty thousand dollars, isn't it? A. Yes.

Q. That would mean, then, that the switching charges were absorbed on about two million four hundred thousand tons only, approximately, if the figures are correct? A. I don't see how you could do that.

Q. Ten cents per ton. A. I didn't say anything about ten cents a ton.

Q. Doesn't it say that in the report? A. I don't see it.

Q. It is not in any of these reports? A. Oh, well—yes, that was roughly the case at that time. As I have just said, that varied a good deal. That is a rough approximation.

Q. I am just taking the approximation you made. Of course it varies from time to time? A. Yes.

Q. That was about May or June, 1906, that took place or was reported, at least? A. Yes, about that time.

Q. About that time the rate had been increased from twenty-five cents to forty cents a ton on all of the soft coal from the nearby coal mines into St. Louis, and from East St. Louis, Illinois, to St. Louis, Missouri, hadn't it? A. From the "inner" group of the nearby mines, yes.

Q. And this inner group furnished the larger per cent of the soft coal that came into East St. Louis, didn't it? A. Well, I can not say how that was divided between the two groups. Of course the two groups together furnished the

greater part of the soft coal. I can not say offhand how that was.

Q. Didn't you ever investigate that? A. Yes, I did, but I don't remember the figures at the present time.

Q. But the fact, without regard to the figures. Wouldn't it be an important factor in determining this fact of the coal haul, to determine the distance? A. Oh yes, I would say the greater part came from that group than from outside, but I don't know just how that would be divided, although, as I say, so far as the work I was engaged on was concerned, that whole proposition had nothing to do with it. Our proposition was simply a matter of terminal adjustment in the whole St. Louis district, and as to what the Illinois State Railroad Commissioners might regard as fair rates, we had nothing to do with.

Q. I haven't asked you anything about the Illinois State Railroad Commissioners' rates, Mr. Perkins. A. That is what they are controlled by. In fact, it was below the rates that the Illinois Commissioners authorized, because the rate is made on the basis of their rate for the nearest mine to East St. Louis.

Q. I will take up that question of the amount of rates a little nearer.

If it is a fact that half of the soft coal coming into East St. Louis from the coal mines in Illinois adjacent to St. Louis comes within a radius of forty miles, where the twenty-five cent rate would apply, and that rate was increased to forty cents; and if it is a fact that only about two hundred and forty thousand dollars per annum, or ten cents switching charge on less than two million tons of coal, was saved to the citizens of St. Louis by the absorption of this switching charge, then the increased revenue that the railroads received from the increased rate for the minimum haul from the nearby coal mines of Illinois to East St. Louis, of twenty-five cents to forty cents in 1906, would more than

compensate the railroads for the switching charges absorbed, wouldn't it? I am not asking you for any figure, but just for the fact? A. I cannot say as to that, because it would require quite a computation as between the coal brought in by the strictly coal carrying roads, and the trunk roads, and the way it was handled, etc. A large part of the coal, of course, is teamed across the river from East St. Louis.

Q. A large part of it? A. A very large amount is teamed across. A very large amount of it is teamed across the river from East St. Louis. Anybody can see that by standing on the bridge at any hour of the day, and a very large proportion of it is delivered on the tracks of the Terminal Railroad Association; therefore I can not answer the question.

Q. What caused the reduction of ten cents per ton in the terminal arbitrary, reducing it from thirty to twenty cents per ton on soft coal? A. Well, there was a combination of causes for that. The general pressure to get coal into St. Louis as cheaply as possible; the fact that the Terminal Railroad Association had made that rate to the various railroads on certain through business, and on their own coal supply. The greatly increased capacity of the cars, in a way would be given as some additional argument for the reduction of the charge, although that was offset very largely by the increased cost of cars and the increased cost of service for placing them. It was gradually gotten down to what I suppose was really an unremunerative basis for the service rendered, by the pressure of all the different interests, and interests of the different railroads concerned, and of the public for getting that reduced charge, etc.

Q. Do you mean to say that that charge of twenty cents per ton for the haul across the river is unremunerative? A. The haul across the river is only a small part of the service. The twenty cents per ton charge includes the reception at

the yards there at East St. Louis, the actual railroad haul, done by the Terminal Railroad Association's engines over the bridge, the return on the interest and maintenance of the bridge; but, beyond everything else, the switching and placing these cars and delivering them on very expensive property. All those are factors in that charge. It is not a fair statement to say that the twenty cents charge is a strictly bridge charge. It is not. It is a combination, bridge, terminal and transportation charge.

Q. The reports of the Municipal Bridge & Terminals Commission, and I understand you endorsed them, take the position that this haul across the river should be treated as a part of the main line of the road: is that correct? A. That point of view has absolutely nothing to do with the cost.

Q. But answer my question. Is that correct? What is your view of that? A. I will have to explain this: There are two features here. Of course, we have taken that position, and I think properly so, that this should be taken as a part of the through service. Now, on the other hand, a large part of the coal is carried by lines that will have nothing to do with this through service. They are absolutely out of it. Now supposing it is a through service, the charge that the Bridge Company makes, has nothing to do directly with the rates. That is a charge that they make against the railroads for their own operation and maintenance and for their own carrying charges. Now the railroads pay these charges to the Terminal Railroad Association. They may pay a greater or less charge. The question as to the through rates and through service is one of whether that through rate or through service is reasonable or not.

We took the position that outside of this one hundred mile limit it was reasonable, there should be one basis of rate, it should all be divided up, and that the business conditions and business interests of the city demanded that, no matter whether it caused some loss to the railroads or not.

The business interests of this district demanded that such should be the case.

Inside of the one hundred mile limit, in view of the conditions existing about State rates, etc., we admitted that the adjustment for the present was reasonable.

Just as the adjustment on New York business is, where the rates from New York to nearby points are three cents per one hundred pounds higher than from Jersey City or Hoboken. The arbitrary there, the same as in many other places, exists where there is a high terminal charge for terminal service, just as it does here.

But the matter of through rates, even within this circumscribed one hundred mile territory, was aranged so it would be put right on the basis of whether this rate from the Illinois mines to St. Louis was a reasonable rate or not. It all comes right down to that question, whether that rate is reasonable or not, and if not, the Interstate Commerce Commission can settle it.

Q. Isn't it a fact that 1906, in the early part of the year, Mr. Ives, the traffic official of the Wabash Railroad, announced that for all coal originating on the Wabash Railroad, destined for industries on the Wabash road in St. Louis, there would be no switching charges? A. I think so. I talked that over with him quite a good deal.

Q. And did not that force the Terminal Railroad Association to absorb the ten cent switching charge to industries located on its tracks, or, rather, force the other railroads originating coal and shipping it into St. Louis, to absorb the ten cent switching charges? A. That had something to do with it. That was one factor.

Q. That was the prime factor that compelled the other roads to meet the competition of the Wabash, because the Wabash was a big shipper of coal? A. That had a great deal to do with it. It was not the only thing, however. That was only one out of many factors. We tried to work every-

thing we could to get what we thought was a right basis. Where we could get one road to go in on a thing, that was so much leverage on the others.

Q. Mr. Ives did that of his own volition? A. Everything that was done was done of their own volition. We have not any power to compel anybody to do anything, or at least we have not tried to assume any such power.

Q. Do you know what coal crossed the river by the various terminals, say for the last year? A. I don't know that offhand.

Q. Did you ever make figures on that? A. You mean as between the different bridges, ferries, etc?

Q. No, I mean how much soft coal comes in across the river onto our terminals? A. I think I made estimates on that one time, but I don't know that I have them now. I don't think I have.

Q. It is safe to say that eighty to eighty-five per cent of the soft coal that comes from the Illinois coal mines comes over to Saint Louis, Missouri? A. Either locally or passes through St. Louis. A lot of it passes through Saint Louis to the West.

Q. Not twenty per cent of it passes through Saint Louis to the West that comes from East St. Louis? A. I don't remember that percentage. I have not carried that in my mind.

Q. That which goes west is practically railroad coal, isn't it? A. Oh, no. Some of it is railroad coal and some of it is coal for miscellaneous consumption for coal dealers in the west; and some of it is for large business institutions in the west.

Q. Coal does come in to some extent from points in Indiana to St. Louis, Missouri, doesn't it? A. Yes. Coal comes from Indiana and West Virginia and Pennsylvania.

Q. The arbitrary on that soft coal has not been absorbed, has it? A. Most of it has, yes.

Q. Where and when were the tariffs published, and by what roads was it absorbed? A. They had a meeting at Columbus, Ohio, yesterday afternoon to straighten up the rest of them.

Q. You mean from the Indiana mines, beyond the radius of one hundred miles from Saint Louis? A. I think all those from Indiana have been fixed, is my recollection.

Q. When were the tariffs published, and what roads published them? A. I can not say offhand.

Q. Will you please look that up and see? That is a fact I want to get into this record in your testimony. It bears on this question and bears on your testimony. A. I will if I have time.

Q. Did you ever investigate the tonnage and the rate great many years ago, from these same mines or mines in the same vicinity, in Illinois, from East St. Louis? A. No.

Q. You are not able, then to say what they were? A. No.

Q. Do you know what the average coal car coming into this gateway would haul fifty years ago? A. Fifty years ago?

Q. Well, say twenty years ago, and come down to your own experience in railroading. It was about seventeen or eighteen tons, wasn't it? That would be in 1888. A. I doubt if twenty years ago it would average quite that.

Q. A little less, perhaps? A. Fifteen tons thirty thousand pounds minimum, with sixteen tons maximum, was about the standard car, and there were a good many cars of less capacity used at that time.

Q. At the present time the average capacity of a coal car hauling coal from the nearby coal mines in Illinois to East St. Louis is about thirty-eight or thirty-nine tons, isn't it? A. During the last few years the different roads have been buying cars of from forty to fifty tons capacity. There are still, however, a great many cars of twenty to thirty

tons capacity in use. I suppose perhaps it would be fair to say that the average capacity coming into this market is somewhere in the neighborhood of thirty-five tons. That is an estimate on my part, now. There were many figures made from time to time, but they vary at different markets.

Q. Do you know what the average revenue was twenty years ago, say, on a car of coal from these nearby mines to East St. Louis? A. No, sir; I can not say that now.

Q. Did you ever investigate that? A. Yes.

Q. It is just about half what it is today, isn't it? A. I really can not say now. I don't remember those figures, just how they went.

Q. Have you those figures? A. I can not say whether I have them or not. I said I made a memorandum, just as I have of countless things of this kind, to be talked over in our Commission. We use what we think is of benefit to our work and we do not use the rest.

Q. Do you know what the revenue from these nearby mines in Illinois into East St. Louis was? A. No.

Q. Isn't it about sixteen dollars a car? A. You mean from the nearby mines?

Q. Yes, at the minimum rate of forty-two cents, with twenty cents added, making sixty-two cents? A. I doubt if it averages that.

Q. If they haul thirty-five tons, it would not run far from that, would it? A. I think probably the average will vary a good deal on the different railroads, according to their equipment.

Q. Did you investigate the tonnage on the average coal train from the minimum rate group of the Illinois coal mines into East St. Louis? A. I made no systematic figures on them. I have looked them up from time to time.

Q. Have you any idea what those trains would carry in the way of tonnage per train? A. It varies like everything else on the different railroads.

Q. I said the average, you know. A. Why, I suppose they run all the way from eight hundred to two thousand tons.

Q. They will average between those, from one thousand to fifteen hundred tons? A. I refer to their full train tonnage. I don't know that you could give a fair average on that, because the thing varies very much on the different railroads. Of course, that depends on the grades and curves of the different roads and the tractive force of their motive power; and it depends also on the average capacity of their cars.

Q. The principal items of cost in handling that train, or at least two of the principal items of cost to the railroad, are the train crew service and the fuel? A. Yes, train and engine crews and fuel are the heavy items of cost.

Q. Do you know that that matter of the cost of train crews and fuel has been considerably reduced in the last twenty years on the coal carrying roads, as well as other roads? A. The cost per ton has, somewhat.

Q. Yes, the cost per ton? A. The cost per train has very much increased. The cost per ton has somewhat decreased.

Q. Did you ever make an estimate to determine what the average cost today is to handle coal to East St. Louis from the nearby coal mines in Illinois for train service and fuel? A. No, I never did, on that particular business.

Q. Did your investigations ever disclose to you that some of the roads coming into East St. Louis, heavy carriers of coal, can haul it as low as two cents per ton, for train crews and fuel? A. I don't remember the figures, but I have talked to the people concerned, from time to time, about the items of cost. I have not any general figures and I never made any systematic investigation of that business, because I never had any charge of the handling of that particular traffic.

Q. The rate is made through to Saint Louis now, isn't it? A. Yes.

Q. All the elements of cost that go to make up that value of the service would be an item to be considered by you, wouldn't it, in determining whether or not the rate ought to be twenty or thirty cents for crossing over the river? A. That would have something to do with the question of whether the difference in rate would be reasonable or not. That is not the cost of doing business from the mines to East St. Louis. That would have nothing to do with the bridge or terminal cost whatever. The question of what is a fair addition to the rate across the river is an entirely different proposition.

Q. If the haul across the river is considered a part of the service, using the tracks across the river as a part of the main line, why would there be any difference? A. The service across the river, where that is a part of the through service, where through rates are made, is simply a matter of rates and contracts between the railroads, and the public would have nothing to do with the reasonable constituents of that rate, as to what they should be. That is a separate proposition by itself. That is, as far as the actual operations go, the handling of the coal across the river for all roads is an entirely separate transaction. The Terminal Railroad Association is acting for the railroads that make through rates, but bringing the coal across the river is an entirely independent operating movement.

The question as to what is the fair operating cost from the mines to East St. Louis has nothing whatever to do with what is a fair operating cost from East St. Louis to the delivery switches in St. Louis.

Q. Why? A. The conditions are absolutely different. You have for instance, on the Eads Bridge, a one and one-half per cent grade in each direction—

Q. But, Mr. Perkins, you are considering it as a part of

the through rate to Saint Louis? A. You were just talking about what was an average train tonnage of their solid coal trains from their mines into East St. Louis, and you were asking whether it was a fact that their locomotive fuel account and their engine and train service account would enable them to haul that far at a certain amount per ton, per mile, as I understood it. That is what I understood you to say.

Q. Train crew and fuel service? A. You are leaving out the engine service?

Q. Train crew and fuel service? A. Of course, it doesn't cut any figure one way or the other, but the engine crew service is a large part of the service on that train. The wages of the engineer and fireman are the highest wages.

Q. You say it cuts no figure, include them if you like? A. I told you I couldn't give you that, because I have made no systematic investigation of that. I said that is what you were talking about.

Now the different character of service for switching these cars out and taking them across the river, over the heavy grade of the bridge, and with the slow movement necessary, and with switch engines and switch crews distributing these cars and placing them at different points about the city, placing those cars on team tracks and leaving them there, and spotting them there where wanted, taking them off again and returning the empties, etc., is a very different proposition from taking a solid train of cars of coal from the mines and bringing it into East St. Louis.

Q. They are not placed around the city, except on the tracks of the Terminal Railroad Association, unless where there is an extra charge made for switching, are they? A. Why, certainly, so far as the public is concerned, they are.

Q. What is true? A. That they are being placed at the same rate at industries around on the different railroads in Saint Louis.

Q. Without any extra charge for switching? A. There is an extra charge to the railroads, but not to the public, on such business as the railroads make the through rates on. But the Terminal Association gets a train of coal cars at East St. Louis that may be going to a half dozen different places, and probably is, and may be to more than that. Say here is a train of coal coming in from a mine on one of the roads, delivered to the Terminal Railroad Association at East St. Louis. They get bills for cars all mixed up on that train, some cars going to industries out on the Belt Line, other cars going to the Sixteenth street team tracks, other cars to Compton avenue, some to the Burlington Railroad, some to the Wabash, some to the Missouri Pacific, some to the Frisco, and they have got to take those cars, switch them apart, that is break up that train and take the cars for the different roads and sidings and deliver them to all these different connections, which is an enormously expensive thing to do. It is a character of service in which there is no comparison with the character of the road service.

Q. Shipments of coal that are made now are made on the basis of a through St. Louis rate, and the arbitrary charge is simply added to the freight rate and paid by the consignee, or whoever does pay the freight to the railroads direct, and not to the Terminal Railroad Association, since this arrangement that you speak of was made? A. Well, it may or may not be collected by a collector of the Terminal Railroad Association. It is one through rate so far as a shipment through from the mines to St. Louis is concerned, where the railroad makes a through rate.

Q. The minimum rate from the Illinois mines to St. Louis, Missouri, is sixty-two cents, and that rate is collected from whoever pays it, by the railroad company and not by the Terminal Railroad Association? A. It is collected either by the railroad company or by the Terminal Railroad

Association acting as the agent of the railroad company, either way you wish to put it. It is the same thing.

Q. The public is dealing with the railroad individually, and the Terminal Railroad Association receives its compensation from the railroad company? A. Yes, on the through business, where the through rate is collected. I only wanted to make it clear that there is business from these strictly coal roads coming into East St. Louis that is simply reconsigned across the river, on which they make no through rate. They are not willing to make through rates. They put it into East St. Louis and it is reconsigned over here. ,

Q. Then they do not make any through rate to St. Louis on coal business? A. Oh yes, some of them do. But unless they have done it lately, some of these short coal carrying roads do not. They may have published tariffs later, but when I looked into it they had made their rates simply into East St. Louis, I judged on the basis of trying to keep within the provisions of the Hepburn Act, preventing railroads and coal operators from being really one and the same concern.

Q. Prior to January 1, 1905, the shipments of coal were managed this way: A rate was made to East St. Louis, Illinois, and then the coal crossed the tracks of the Merchants Bridge Terminal Railway, through the Wiggins Ferry Company and the St. Louis Transfer Railway Company, and an independent charge was made for that service across the river, and that charge was paid by the man who paid the freight, whether the consignor or the consignee, directly to the company that brought it across the river? A. Yes, that was a separate charge.

Q. I believe you said you did not know whether the cost of the train crew including the engine crew and fuel, from the nearby group of mines in Illinois, taking the forty-two cent rate to East St. Louis, would be as low as three cents

per ton? A. No, I never figured that up, on this particular business.

Q. Did you ever investigate to determine whether the total cost per ton, per mile from the group of mines, taking the twenty-five cent rate in Illinois to East St. Louis, Illinois, would be as low as fifteen cents per ton per mile for the total cost of transportation? A. No, I made no investigation of that.

Counsel for the defendants offered in evidence the following papers:

Special Act of Missouri Legislature incorporating St. Louis & Illinois Bridge Company, February 5, 1864.

Amendment to above, February 20, 1865.

Act of Illinois Legislature dated February 16, 1865, authorizing construction of bridge.

Act of Congress July 25, 1866, authorizing bridge.

Illinois Legislature Act of February 21, 1867, incorporating Illinois & St. Louis Bridge Company.

Missouri Legislature Act March 19, 1868, authorizing consolidation of St. Louis & Illinois Bridge Company and Illinois & St. Louis Bridge Company.

Consolidation of above companies July 9, 1868, under name of Illinois & St. Louis Bridge Company.

Act of Congress July 20, 1868, recognizing consolidation and authorizing construction of bridge.

First Mortgage, Illinois and St. Louis Bridge Company to Solon Humphreys, John A. Stewart and William McPherson, Trustees, dated March 15, 1870, securing $4,000,000 bonds dated March 15, 1870, payable April 1, 1900, bearing 7 per cent interest.

Second Mortgage, Illinois and St. Louis Bridge Company to Solon Humphreys and John A. Stewart, Trustees, dated May 15, 1871, securing $2,000,000 bonds of $1,000 each, dated May 15, 1871, payable July 1, 1901, bearing 7 per cent interest.

Third Mortgage, Illinois and St. Louis Bridge Company to Solon Humphreys, Henry F. Vail and William Taussig, Trustees, dated March 2, 1874, securing $3,000,000 bonds, dated March 2, 1874, payable March 1, 1886, bearing 7 per cent interest.

Ordinance No. 6442 of the City of St. Louis, approved March 14, 1868, authorizing construction of tunnel.

Ordinance No. 8088 of the City of St. Louis amending above ordinance.

Ordinance No. 8101 of City of St. Louis, approved November 29, 1872, transferring to above Company right to build tunnel.

Mortgage, St. Louis Tunnel Railroad Company to Barton Bates and Charles Edward Tracy, Trustees, dated January 1, 1873, securing 250,000 pounds sterling bonds of 200 pounds sterling each, dated January 1, 1873, payable January 1, 1888, bearing 9 per cent interest.

Order and decree of Circuit Court of United States, Eastern District of Missouri, entered October 17, 1878, ordering sale of bridge and tunnel properties.

Articles of incorporation Tunnel Railroad of St. Louis, December 18, 1878.

Mortgage, St. Louis Bridge Company to J. C. Rogers and C. E. Tracy, dated April 1, 1879, securing $5,000,000 bonds of $1,000 each, dated April 1, 1879, payable April 1, 1929,

bearing 3½ per cent interest until April 1, 1881, and 7 per cent thereafter.

First Mortgage, Terminal Railroad Association of St. Louis to Central Trust Company of New York, dated October 1, 1889, securing $7,000,000 bonds of $1,000 each, dated October 1, 1889, payable October 1, 1939, bearing 4½ per cent interest; Central Trust Company of New York, Trustee.

Second Mortgage, Terminal Railway Association of St. Louis to the Central Trust Company of New York, Trustee, dated August 1, 1893, securing $5,000,000 bonds of $1,000 each, dated August 1, 1893, payable August 1, 1943, bearing 5 per cent interest.

First Consolidated Mortgage, Terminal Railroad Association of St. Louis to Central Trust Company of New York, Trustee, dated November 10, 1894, securing $12,000,000 bonds of $1,000 each, dated November 10, 1894, payable August 1, 1944, bearing 5 per cent interest.

General Mortgage, Terminal Railroad Association of St. Louis to Central Trust Company of New York and Willliam Taussig, Trustees, dated December 16, 1902, securing $50,000,000 bonds of $1,000 each, dated January 1, 1903, payable January 1, 1953, bearing 4 per cent. interest.

Act of Congress, February 3, 1887, authorizing construction of Merchants Bridge.

Ordinance of City of St. Louis, No. 14,078, approved July 9, 1887, authorizing construction of railway of St. Louis Merchants Bridge Terminal Railway Company.

Mortgage, St. Louis Merchants Bridge Terminal Railway Company to St. Louis Trust Company, dated October 1, 1890, securing $3,000,000 bonds of $1,000 each and

$500,000 bonds of $500 each, dated October 1, 1890, payable October 1, 1930, bearing 5 per cent interest.

Mortgage, St. Louis Merchants Bridge Company to Farmers' Loan and Trust Company, Trustee, dated February 1, 1889, securing $2,000,000 bonds of $1,000 each, dated February 1, 1889, payable February 1, 1929, bearing 6 per cent interest.

Mortgage, Madison, Illinois and St. Louis Railway Company to St. Louis Trust Company, Trustee, dated October 1, 1891, securing $500,000 bonds of $1,000 each, dated October 1, 1891, payable October 1, 1911, bearing 6 per cent interest.

Admission of St. Louis, Vandalia & Terre Haute Railroad Company, February 13, 1902.

Admission of St. Louis & San Francisco Railroad Company, June 9, 1902.

Admission of Chicago, Rock Island & Pacific Railway Company and St. Louis, Kansas City & Colorado Railway Company, December 16, 1902.

Supplemental agreement of proprietary lines, January 16, 1903.

Articles of incorporation St. Louis Belt & Terminal Railway Company, March 14, 1902.

Various Acts of Congress with reference to terminals in Washington City, being to-wit:

Act of Congress February 12, 1901, Chapter 354, U. S. (L.) 31, page 774.

Act of Congress February 28, 1903, U. S. (L.) 32, page 909.

Entire record in the suit of the State of Missouri at the relation of the Attorney General vs. Terminal Railroad Association of St. Louis.

Counsel for the United States object to the introduction of that record, for the reason that it has no bearing whatever on this case and does not tend to prove or disprove any fact in issue here.

At this point the further hearing of testimony was adjourned to Thursday, May 28, 1908, at half past ten o'clock.

St. Louis, Mo., May 28, 1908.

Met pursuant to adjournment as above on Thursday, May 28, 1908, at 10:30 o'clock a. m.

Present: Honorable R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the United States.

Mr. M. F. Watts appeared in behalf of the defendants.

Counsel for the government not being ready to proceed, a further adjournment was made to June 19, 1908.

St. Louis, Mo., June 19, 1908.

Met pursuant to adjournment as above on Friday, June 19, 1908, at half past ten o'clock a. m.

Present: Honorable R. E. Rombauer, Special Commissioner.

Mr. E. C. Crow appeared in behalf of the United States.

Mr. M. F. Watts appeared in behalf of the defendants.

The following proceedings were had:

Counsel for the defendants offered in evidence pages 3 to 54, inclusive, of a book entitled "Volume 10 of the Cor-

porate History of the Pennsylvania Lines," giving a short corporate history of the various cases referred to in the pleadings in this case.

Objected to by counsel for the United States because the matter contained in the pages mentioned does not tend to prove or disprove any issue in this case, and are matters of hearsay, and for these reasons, incompetent.

Counsel for the defendants offer in evidence the original Act of Congress authorizing the construction of the Merchants Bridge.

Note: It is agreed that Group Rate Map, Exhibit No. . . ., shall be made a part of the record, subject to any objection as to competency. It is agreed by counsel that same is the copy used in fixing rates between the Mississippi river and New York and Chicago.

It is also agreed in reference to the appurtenances mentioned, that if there are omissions in the Pennsylvania book, the same may be offered subject to objection.

The case is here closed.

(EXHIBITS.)

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 386.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED AUGUST 30, 1916.

(22307)

VOL. VI.

IN THE

Circuit Court of the United States of America

For the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA,
Complainant,

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL.,
Respondents.

No. 5,250.

EXHIBITS.

Vol. I.

HENRY W. BLODGETT,
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CHESTER H. KRUM,
EDWARD C. CROW,
CHAS. NAGEL,
For Complainant.

J. W. Steele & Co., Prs., 16 N. Third, St. Louis.

IN THE

Circuit Court of the United States of America.

For the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA,
Complainant,
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET. AL.,
Defendants.
No. 5,250.

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IN THE

Circuit Court of the United States of America

For the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA,
Complainant,

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, ET AL.,
Respondents.

No. 5,250.

EXHIBITS.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 1, as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC ASSOCIATION.

Thursday, February 18th, 1897, 10:30 A. M.

There were present:
Wm. E. Guy, President St. L., P. & N. R. R.
W. D. Holliday, A. G. F. A., C., C., C. & St. L. R. R.
P W Coyle, A. G. F. A., Wabash Railway.
Geo. F. Randolph, Traffic Manager, B. & O. S. W. R. R.
W. W. Peabody, Jr., Coal Traffic Manager, B. & O. S. W. R. R.

W. S. McChesney, Jr., Supt. Terminals, L. & N. R. R.
C. D. Morris, Chief Clerk Frt. Dept., L. E. & St. L. R. R.
N. W. Taylor, Genl. Frt. Agent, Vandalia Line.
C. F. Parker, General Agent, Ill. Central R. R.
Geo. E. Lary, A. G. F. A., Ill. Central R. R.
W. J. Scott, Chf. Clerk, Frt. Dept., T., St. L. & K. C. R. R.

There were present on invitation of the Chairman, Mr. Ramsey, Messrs. Scullin, Sands and Bryan, of the Terminal Companies.

The meeting was called to order by the Secretary, and Mr. Guy elected chairman, the regular chairman, Mr. Ramsey, being absent.

On roll call, all lines were shown to be represented except the Mobile & Ohio Railway.

The Secretary: Mr. Poe, of the M. & O. Raiway, is in New Orleans, and finds it impossible to attend any meeting of the coal association this week. He stated that if the meeting could be postponed until Wednesday, the 24th, the M. & O. would be authoritatively represented. After hearing Mr. Poe, I telegraphed Mr. Randolph, at whose request this meeting was called, as follows:

"It will be impossible for the Mobile & Ohio Railway to be represented at any meeting of the association held next week, as all representatives will be in New Orleans during the entire week. They can attend Wednesday week. Will this suit you?"

Mr. Randolph telegraphed in reply as follows:

"Matter cannot wait. If you can get quorum of St. Louis roads, please issue call for Wednesday."

Mr. Randolph: There is a ruling to the effect that any change made in rates requires a unanimous vote, but I think that while the ruling says "unanimous vote," the meaning is a *unanimous vote* of *those present*. Mr. Chairman I would like your ruling on the subject.

Chairman: We had better refer to the original agreement. My impression is that it refers to a unanimous vote of all members of the organization.

Secretary: This is what the Agreement has to say on that point:

"Third: It is a fundamental principle of this Agreement that the rates on all coal transported between the points covered by this contract should be at all times reasonable, and that the Association ought to make from time to time such changes therein as justice may require; and in order to prevent all unjust discrimination among shippers and all unlawful deviations from schedule rates, it is hereby agreed, that, except as hereinafter provided, no action shall be taken by the officers, agents, employes or representatives of any party or parties thereto which will directly or indirectly reduce or affect the rates or revenues herein fixed for the transportation of said coal, or which may, directly or indirectly, affect such rates and revenues as may hereafter be fixed upon said traffic bp the *unanimous action* of the Association at any future meeting thereof. That is to say, unless the rates herein provided for shall be adjudged unreasonable, the same shall not be directly or indirectly reduced or changed by the officers, agents, employes or representatives of any party hereto except by the *unanimous* consent of all parties to this Agreement; but all other questions relating to the business of the Association shall be settled by a majority vote of the parties.

A. This agreement shall not be construed, however, as to prevent the Board of Directors of any Company, party hereto, from reducing or otherwise changing the rates herein agreed upon, over its own road, by resolution of its board of directors, and after such public notice as may be required by law. A copy of the resolution of the Board of Directors of any Company, party hereto, authorizing such change, shall be immediately forwarded by the Company making the same to the Joint Agent of this Association, and it shall thereupon become his duty to notify all the other parties thereof in writing."

Mr. Guy: I have in mind a communication from the Bituminous Coal Company which I will read. Meanwhile, I will ask Mr. McChesney to occupy the chair.

"To the Chairmen and Members, St. Louis Coal Traffic Association, City.

Gentlemen: At a meeting held by a number of Coal Mine Operators and representatives on Friday, 12th inst., the condition of the St. Louis Coal Market was the principal subject discussed, and the conclusions were that the undersigned meet and express the operators' views to Messrs. Wm. E. Guy and C. F. Parker, of the St. Louis, Peoria & Northern, and Illinois Central, respectively, and this letter is the result of a conference with those gentlemen on the 15th inst.

Since the effecting of an understanding among themselves, the Coal Mine Operators have very earnestly devoted themselves to the task of unifying, as equitably as possible, the interests of all parties.

It was not possible to create a foundation for this undertaking, by a few of the stronger Companies without incurring serious obligations. It was hoped and even expected that the result of the Election with the winter season following it, would bring a demand and result beneficially to all; in this, however, we have been disappointed. There has been no revival of business and the winter season has been discouraging; the lowest minimum of domestic tonnage has been handled by the guaranteeing Companies, resulting in a loss instead of profit to all of them.

It was not expected that a new mine line Mascoutah on the Louisville & Nashville Railroad would move the tonnage that it has, or that the Ruby and Darrow on the Baltimore & Ohio Southwestern Railway, and Johnson Mine on the Air Line would be put in operation and that coal be brought here from off the Chicago, Paducah & Memphis, and even had it ended there, we might still have overcome all the obstacles mentioned, but the low open rates made by the Bluff Line and Chicago, Peoria & St. Louis (35 cts. per ton and sometimes less), are conditions we cannot meet under the 45-cent rate which the Association Lines are charging.

The Madison Coal Co. has met the cheap rate competition of the Bluff Line at Granite City Industries, and

like the Consolidated Coal Co., have lost the Contracts at the Stock Yards which both of the Companies have held for several years.

Springfield coal is offered as low as 90 cts. at East St. Louis, and the product is now being furnished on trial at the South St. Louis Electric Railway, based on that figure.

Owing to the Springfield, Carlinville, Verdin and Girard Coal being brought in on such low rates, our Companies are forced to sell Nut Coal at 65 cts. per ton for which 80 cts. must be paid by the guaranteeing Companies. Within the past 60 days a new Mine at Litchfield has been shipping to this market over the Chicago, Peoria & St. Louis Railway at less than 35 cts. per ton, and this Mine, added to those in the towns named, make a total of six mines now sending their product here that did not furnish a single ton prior to the raising of the rate to 45 cts.

We are now close upon the Contracting Season, and we sincerely hope that you will conclude to grant us a 35-cent rate that we may be able to meet outside competition; we desire fair uniform rates, and would not have the least objection to a 45-cent or even higher figure, if it was in good faith adhered to by all the Coal-Carriers, and we do not believe it is your intention or desire to make the Operators on your respective Lines suffer in matters they did not create and have absolutely no control over.

Considering the hazardous nature of mining, 60 cts. per ton is the lowest minimum price that should be secured even by Companies "where" Mines have fair conditions", to keep them in reasonably safe condition and at that figure no better wages could be paid to the Miners and the accrued profit would be disappointing to any Investor; this being true, what can we be expected to do with a 45-cent rate to East St. Louis and coal offered there at 90 cents per ton?

We desire to see the Railroads as well as ourselves avoid conflict, and suggest that the rate be reduced only as low as is necessary, and we firmly believe that at the

35-cent rate a longer period of stability will result and in the end greater net gain will accrue to Coal Carriers as well as Coal Companies.

Respectfully,

(Signed) A. J. Moorshead,
E. C. Donk.

The Bituminous Coal Company endeavored to make contracts for as much of the outside coal as possible, so as to help both the markets and the railroads. They did this at the market rates at that time, so that when the railroad rates were advanced from 34 to 45c per ton, the railroads got the benefits of the figures, but the Bituminous Coal Co. people did not. In order to get some benefit, as they hoped, out of an increased demand in winter time, the Bituminous Coal Co. advanced its rates 15 cents in addition; which I think was a very great mistake, and opposed it at that time. If it had been an average cold winter, they could have taken care of this outside coal—not at a profit, because the coal Companies with which they contracted and the railroads got the benefit of all the rise in price; but a cold winter would have enabled them to have sold this coal at the same price which they paid for it. In placing their contracts with these outside parties they had to allow them also 7 per cent increase in tonnage, which was estimated to be about the amount of annual increase. But the winter was very mild, they did not have the demand expected, and not only was there no increase, but an actual loss of over 4 per cent. The result was that they had to take this coal and place it on low-priced contracts, which had been taken prior to the railroad agreement, resulting in a loss to the Coal Companies of about 25 cents per ton—being the extra 10c paid to the railroads and the 15c to the operators, which was a very great burden on the Coal Companies. They reduced the market prices on January 1st to 15c, but it still leaves them with a loss of about 10c per ton on the outside coal. In addition to the mild winter, coal has been coming from other outside mines on lines outside of this

association, as well as from some mines on lines of the association, not hitherto cutting any figure here at the time the Bituminous Coal Co. was formed. Coal has been coming in over the Bluff Line at cut rates on both sides of the river, and over the C., P. & St. L. on the east side, the line which—while nominally on our reports—has declined to maintain rates. The operators shipping over the Bluff Line have come into St. Louis over the Alton Bridge and the Burlington Road, with a rate into the city of 65 cents, as against the 75 cents which operators of the Associated Lines have been obliged to pay; and retail coal has been sold all winter through the northern part of St. Louis at 12½ cents lower than operators from the Associated Lines could offer. The season for making contracts for the ensuing year has already commenced, and operators of the Associated Lines have already lost several important contracts, both on the west and east side of the river, to operators on the outside lines. The burden has become so great on the operators on Associated Lines, and the situation is so dangerous, in view of contracts to be placed—both to them and to the railroads and the old Transfer Companies—that it is very necessary that some steps should be taken to meet the situation. Hence, at the request of a number of railroad representatives, the representatives of the Bridge & Ferry Companies were requested to be with us this morning for a conference. As has been stated, it was proposed once before that the railroads should make some reduction, provided the Coal Companies and the old Transfer Companies would also join. The Burlington road is making a rate from Alton over the Mississippi bridge at that point, and over its 23 miles of track into the city, of 35 cents. This makes the rate of 30 cents over the bridge or ferry alone at *this point* seem much *too high*. I have never been one to go before the public in such matters with a complaint; but while feeling very friendly to both the Bridge and Ferry Companies, and personally to their representatives, I think myself that the rate is higher in proportion to other things than it should be. Coal

is one of the lowest priced commodities, and yet the heavy cars which our company own, and the new cars of other companies that go across the bridge—that is 30 ton cars—are charged $9.00 per car. This is over twice the average per car of all other classes of commodities, including the highest-priced (and there are very few that are any lower priced than coal). Even taking off the switching that is absorbed on a smaller proportion, the average is still nearly double. In addition to this appeal from the old and large coal operators, and the reduction which will probably be made on their part and that of the railroad companies, there is a popular demand, which, unreasonable as it may be in regard to many things, and in many ways, is not so unreasonable as regards coal, for the reasons I have just stated. It must be recollected that the present rate of 30 cents per ton across the bridge and ferry was adopted years ago, when the maximum capacity of cars was placed at 24,000 pounds, or 12 tons; but comparatively few of those cars are left now, while new cars are almost all 30 ton cars. For instance, of our equipment—800 coal cars—(and we are one of the largest shippers across the bridge) we have none under 50,000 pounds, or 25 tons, and only 200 of these, the balance (600) being all 30-ton cars.

It is for the Bridge and Ferry Companies to say whether they will not be willing to join with the railroads and the Coal Companies in making some reduction to meet this new competition, and on their part also to meet, in this instance, a not unreasonable popular demand. I wish to say that in addition to this I am informed that another contract—a very large contract—one of the largest in the market here—has recently been placed with the Burlington Road—that is the Bonne Terre contract..

Mr. McChesney: That contract was placed with the Air Line.

Mr. Parker: Possibly the Air Line representative can inform us as to that.

Mr. Morris: I am not certain, but I think we have the Bonne Terre contract.

Mr. McChesney: Mr. Burns told me that he contracted with *Mr. Jarvis* for his coal from July 1, 1897, to July 1, 1898.

Mr. Guy: The conditions are such that it is a contract which comes in like some of the other contracts—over other ferries than the Wiggins Ferry Company and the Eads Bridge. The Ferry Company and the Bonne Terre of course make any rate they please—they combine something else and thus bring the rate across the river down. This only shows the necessity for some action by the railroads and by the transfer companies.

Mr. Bryan: I came here at the request of Mr. Ramsey, of the Wabash. He wrote a letter to both terminal companies, I believe. I had hoped to see Mr. Ramsey, but he was in Chicago yesterday, and I see he is not here this morning and presume he has not returned. I really do not know what you gentlemen want of us. The amount of coal that you speak of as coming in here other than through the recognized transfer companies, as far as I can learn has not been large, and certainly this Inter-State Sand Company business with the Bonne Terre Company cuts no figure with us, because it does not cross the river. It goes down from the East side. I understand it is in the neighborhood of 100,000 tons, and can readily see how it would be a contract that any of the companies would be very desirous of getting. It is not anything that we handle, and cannot be considered as business crossing the river.

I hope the gentlemen understand that we did not participate in any of this advance that you all made last Fall—last September—and that you will also bear in mind that our rate covers a *good many switching charges.* Thirty cents a ton takes the coal to all these manufactories. I have in mind one where it uses from eight to ten cars of coal a day. We are absorbing all these charges, and we do not feel, as we did not participate in the advance (at least I am speaking for the Terminal Association), that the present situation demands

any reduction on our part, unless we can be shown that we are likely to go to pieces without it. I have not, so far, seen or heard anything that would indicate that. The two coming together—the advance in the railroad rates from 35 to 45 cents, and the advance of the coal dealer's rate—made a very considerable advance in the price of coal, and of course allowed some of this outside coal to come in, which I understand cannot compete here with the old rates, or anything like them.

Mr. Parker: What old rates do you refer to?

Mr. Bryan: I refer to the former prices for coal of the coal dealers and the old railroad rates—35 cents per ton. I believe your rate from this mine near Springfield — What is it, Mr. Ward? 65c to East St. Louis?

Secretary: You mean over the K. Line, when it comes from the Bluff Line and Alton Bridge?

Mr. Bryan: Yes.

Secretary: The rate is 65c via the Alton Bridge, from Springfield to St. Louis.

Mr. Bryan: Is there any such tariff in existence—a published tariff of 65c?

Secretary: The proportional rate to Alton for Missouri points is 30 cents per ton; the Burlington makes the rate from Alton 35 cents. This makes a 65-cent through rate.

Mr. Bryan: Well, have you the figures here that will show how much coal has come in—I believe that is the coal that you re. " to particularly as being in competition?

Secretary: There has been about 250 cars of this coal since October.

Mr. Bryan: A matter of three cars a day. It don't seem to me that that amount of competition should cut as much figure as it seems to.

Mr. Parker: We are dealing with some figures of the past, when the coal business has been exceptionally dull, and it was hardly to be expected that operators on the Bluff Line and lines north that can ship coal to St. Louis on the 65c rate would get much of a foothold in St. Louis. While the tariff rates of the coal

dealers have been advanced, as a matter of fact coal has not been selling for that figure. Mr. Guy knows that, I presume. They have been trying from time to time to meet these prices made by the operators on the Bluff Line. Now, we are approaching the time in the year when large contracts will expire and new contracts made. I get it on pretty reliable authority that the Bluff Line people, as well as other people who have sent coal over these lines, are prepared to take those contracts. After they have taken them it will b too late for us to figure on any method or to devise any plan of securing that business. It will have gone, and the old lines can have no hope of getting it—at least for another year—and the old question of coal rates is now being agitated on that account. We are right on the eve of going after these contracts, and if the old rate is maintained we are not going to get them—I am satisfied of that. We are trying to prevent certain conditions which stare us in the face. It seems to me that inasmuch as you participate in this, that the transfer lines ought to participate in this slight reduction of 5 cents a ton, on each, which will secure that business to the lines and secure it to the transfer companies, the representatives of which are present. It is going through another channel, sure, if we do not.

Mr. Guy: Mr. Bryan and Mr. Sands, of course you will understand that you are not invited here to be assailed and to be attacked, or anything of the kind, but for conference. Mr. Bryan has forgotten one thing, I think, when he says the railroad companies advanced and the bridge company did not participate. He has lost sight of the fact that the railroad rate was 75 cents, then dropped to 50 cents, then to 45 cents and then to 25 cents. As far as that is concerned, there is no reason to use that argument. We want simply to restore the rate and not to advance it. The Ferry Company and the Transfer Company had, a short time previous, been getting a 30-cent rate, but it dropped to 22, 20 and 18c, so that I think that argument falls to the ground. It was simply an effort of the railroad companies to restore

what they had been getting before. The railroad companies had dropped, while the ferry companies had not dropped. As I stated before, Mr. Bryan, a large number of coal cars transferred over the bridge pay you $9.00 per car, while I notice that the average revenue per car, for all commodities handled, only amounted to $4.35.

Mr. Bryan: The average for last year was $4.55 per car.

Gentlemen, the way this thing appears to me is: (I am going to state it just as it appears to me). You speak of a railroad rate one time of 75 cents. I believe that is correct. Then it was 50 cents; then it went to 45 cents. During that time the transfer companies maintained their rate at 30 cents, absorbing the switching. I happen to know something about the railroading on the other side. It was not long since that I saw a statement compiled by Mr. Ramsey, showing that in one instance, at least, we took that coal from the east side and handled it for thirteen miles. Why, some of your coal mines are not more than that from East St. Louis. You gentlemen have brought this condition upon yourselves, and now you ask us to help you out. You advanced, arbitrarily, the coal rate 25 per cent, from 35 cents to 45 cents—more than 25 per cent. The coal dealers advanced, taking effect the same time, the price on coal more than 25 per cent. According to Mr. Parker, you were not getting 95 cents—you were getting just about 80 cents. You advanced your price of coal then from about 80 cents to $1.20 per ton. What is the result? The result is you attract coal here from a distance that would not, otherwise, come in. I will submit to any one of those practical railroad men to take into consideration what we do and the outlays we have to do it with and the cost of the property, and our rate is not excessive, as compared with yours.

Mr. Parker: What is the average haul? This long-distance haul of yours is exceptional, is it not?

Mr. Bryan: Perhaps, but I say it goes that far, and while we do not want you to understand that we are

here not to meet you at any time when there is a threatened trouble, I am ready to do it, and I think Mr. Sands is, but I do not believe the time has yet come. I really do not believe you ought to ask us to do this thing. I know what 5 cents a ton means.

Mr. Guy: I think the time has come. Mr. Bryan has misunderstood what the coal company has been receiving for contract coal. It was only the outside coal companies which received that advance. None of their contracts are based on that at all. They are all of them based on just simply the lowest rates that they have been receiving from the railroads. They have not made one single contract based on such prices. The coal companies here that are asking this concession did not get the benefit of anything of that kind. Now, as for the railroads: If any one line could get the stream of business over it that comes over sixteen different railroads, it could afford to do the business very much cheaper. In other words, the 20-cent rate over the bridge means more to the bridge than a 35c rate does to the railroads.

Mr. Bryan: Another point: This rate of 65 cents that the competition is troubling you with is simply a terminal rate. That 65 cents, as I understand it, don't cover delivery to any part of the city. They simply deliver it on the line of that road. It is confined to a certain territory.

Mr. Guy: If you take the two lines converging from North Market Street to Bremen Avenue, and take any other line from any of your tracks that covers nearly all that part of the city—half of the city, excepting where they are reached immediately by the tracks on your line. We meet that every day from East St. Louis—the same state of affairs. There is where the shoe pinches—it is pinching all the time. It is very well known today, that the Wiggins Ferry Company has a very important tussle on hand, with the Sand Company, and, as I understand it, they have a contract for handling a great deal of coal formerly handled by the old terminal companies, and they don't get a 30-cent rate, either, and that would encourage them very probably to go into the

business. You see, there are concessions being made by some of the people outside. I think the old companies ought to come along with the railroad companies, and the coal companies, and try to help the situation as much as they can.

Chairman: Mr. Sands, have you any remarks?

Mr. Sands: I realize that, so far as the Wiggins Ferry Company is concerned, whatever is for the general good of the coal carrying roads must result to the interests of the Wiggins. If it is absolutely necessary for the coal carrying lines to make some concessions, it is probably no more than fair that the Wiggins should assist, so far as is just for them, and in the proper proportion. Still, it seems to me that Mr. Guy does not appreciate the service that we perform or the money that belongs to us for that service. We will take our seven miles of road—less than seven miles—The St. Louis Transfer Company has on this side, in which the Wiggins and Transfer Company together have put in nearly $600,000. That represents quite a mileage, as Mr. Bryan has indicated. The 30 cents per ton over the river car transfer, including East St. Louis switching and St. Louis switching, covers a delivery to any portion of St. Louis within St. Louis switching limits. About one-thrd of our total coal tonnage we absorb switching on. It may be that we could take a little less rate and still make expenses—I expect we could. Still, we do not like to cut our revenues, unless it is absolutely necessary. You bring up the proposition of 30-ton cars costing no more to handle the 30-ton than it used to to handle the 15-ton. While that will apply to some extent to your line (possibly to us) we found it quite a burden—the increased tonnage. Our grades on our inclines and our engine service were devised for the old style 8 cars to a boat—15 or 20 ton cars—8 cars to a side. The result is now we get hold of 7 of these 30-ton cars, loaded up to 40, and instead of coming off with one pull we have to take two pulls to get one side of the boat up our inclines. So that while, to a limited extent, the increased capacity will reduce our operating expenses, beyond that it increases them. This

Springfield coal and Bluff Line and K Line coal, as I understand it—and, understand, I am not at all well posted on the subject—, but, as I understand it, that is the principal competition that you have to contend with now, and, as Mr. Bryan says, the rate named on that simply covers the delivery in the K Line yards or at Mound Street or along their line—if they deliver to any other line on the Wabash or on the Wiggins, an additional rate applies, whereas our 30c rate delivers to any part of the city.

Mr. Bryan: If you gentlemen will bear in mind that if it becomes necessary to make a reduction in the rate we would want to make it to the end of our rails, and we would want to stop this absorption up and down the Mill Creek Valley.

Mr. Parker: I move that a committee of three be appointed by the chair to confer with the Terminal companies, to see what can be accomplished in this matter.

Mr. Guy: I second that motion.

Carried.

Chairman: I appoint Messrs. Parker, Ramsey and Randolph members of that committee.

(Messrs. Bryan and Sands retire, and Mr. Guy resumes the chair.)

Chairman: What is your further pleasure, gentlemen? Would it not be well to get from Mr. Randolph his reasons for calling the meeting?

Mr. Parker: As this meeting was called by the B. & O. S. W., would it not be well for the representatives of that road to state their objects in calling the meeting?

Mr. Randolph: We are confronted by a proposition from certain people to build a railroad from here to O'Fallon. I am informed that they have secured the right of way, and am reliably informed that their directors have passed a resolution authorizing the officers to go ahead and construct it, from O'Fallon to East St. Louis. They propose to erect their own terminals, or they give us the option of providing a terminal at this end, and are supposed to provide their own terminal at the east end. They desire us to include

in our price the terminal expenses at this end, or they can arrange it with the Terminal Association. This is all brought about by the fact that the minimum rate on short haul coal is too high. This has been our opinion all the time (and I think that we are on record as consenting to the advance, but being opposed to it), and we do not believe it was the proper thing to do. We do not desire to give these people trackage rights, but we prefer to give them such rights, rather than to see them in a position to make their own rates. They want all the rights that they would have if they owned the property. Their communication was referred to Vice President Peabody, and by him handed to me.

Mr. Parker: Mr. Randolph, can you tell us who the East St. Louis & O'Fallon Company is?

Mr. Randolph: The proposition that comes to us comes from the Consolidated Coal Company, as a coal company, not from the East St. Louis & O'Fallon Railroad Company.

Mr. McChesney: That would indicate that the Consolidated Coal Company are backing it?

Mr. Randolph: That is the communication and my information from outside sources. Mr. Ridgley so stated to our President in New York. There are several directors—there is one director—if our road who is a director of the Consolidated and a director of the Wabash, therefore I assume that our present sources of information on the subject are good.

Mr. McChesney: Do you understand, Mr. Randolph, that a reduction in the rates would prevent the construction of this road?

Mr. Randolph: It is not positive, but probable, that their sole idea in constructing this road is not only to protect themselves but to make money in applying the rates, but if the rates were reduced they could protect themselves wtihout building a road. As I understand the proposition, the probability is that they will not build the road if the rates are put on a satisfactory basis.

Mr. McChesney: That would be 25 cents.

Mr. Randolph: I think a higher rate would be satisfactory, but I do not know it positively. Our object in calling this meeting was to see if a minimum rate of 35 cents could be applied by the association.

Mr. Parker: Mr. Chairman, is there any objection to taking up this rate question and conferring with Mobile & Ohio people by wire? I would offer a resolution that we take the vote of the other members.

Mr. McChesney: The way I view this situation, Mr. Chairman, the conditions of the association are not as bad as you seem to think. One of our troubles has been due to the contract coal, which we all know is largely contracted on the basis of 25 cents a ton. Now, there has been a good deal said about outside coal, but the records show that there has only been about 34,000 tons of outside coal, and this includes 16,000 tons of the C. P. & St. L., which comes within this association. The C. P. & St. L. are allotted a percentage, which this association has given to the Wabash. As I understand, there was no agreement by which the Wabash, when they agreed to take care of this outside coal, should designate where it came from. So the outside coal (considering the 16,000 tons that is handled by the C. P. & St. L.) that has been offered here within the life of this association, is about 18,000 tons.

Mr. Guy: The C., P. & St. L. is really outside coal, because it is brought in at outside rates. Counting that, you have 34,000 tons outside coal.

Mr. Randolph: They make the statement that they are of the opinion that a 35-cent rate will materially assist matters. We are not sure that it would, eventually, but we believe that they are people who are willing to act fairly all the way through. A 35-cent rate will very materially improve the situation at the present. The Consolidated Company were not, and are not, dictating; but we must make some reply. I have got to make my report on it this week. I am inclined to the opinion that my way of meeting the question will not

be adopted by our President. I do not think he is inclined to go to the extreme.

Mr. McChesney: Is it not a fact that at this time every year, when contracts are expiring and new contracts are being offered, the question of rates has been agitated—just at this particular time? I know that our operators have told us from time to time (we have never had a less rate than 35 cents) that they could not get in on the market on account of other lines making a less rate; yet the fact remains that we have carried, both last year and this, large commercial tonnage. In fact, our excess is due to contract tonnage. Eliminate that, and we have about our allotted tonnage. If it were true that they could hold the business in the past, why can't they hold the business in the future?

Mr. Guy: You would not have had the tonnage had it not been for the organization known as the Bituminous Coal Company. The Bituminous Coal Company has been buying from a number of the operators on your road, who are among the largest shippers to the Bituminous Coal Company. The L. & N. has gained this tonnage at the expense of other roads. If you had not got the Bonne Terre contract, and the heavy Bituminous shipments had not come in, you would not have been in excess. The St. L., P. & N. is falling away behind its per cent., for the reason that it is sustaining this burden. The Madison Coal Company is losing at the rate of 25 cents a ton on its coal.

Mr. Randolph: I would like to ask Mr. McChesney if he thinks the 45-cent rate could be maintained?

Mr. McChesney: I believe, by this association standing together, it can.

Mr. Randolph: In other words, you do not want to answer the question.

Mr. Guy: I agree with Mr. Randolph in regard to this question. My knowledge of the coal situation is that it was a mistake to make the advance. The Coal Companies felt that the outside coal would come in in this way, and now when these outside mines begin to

attack the contract coal it affects the coal companies and affects the rates also, and therefore the question of maintaining the 45 cent rate—I do not believe it can be done. The coal companies are bound to protect themselves, and they will do it in some way or another, and this is just one of the results. The 35-cent rate would meet the situation, and I would urge upon the association by all means to adopt it. I think the sooner it is done the better it will be. In speaking for the coal companies at large (including the Madison Coal Company) they feel that they are driven to some kind of measure to meet the competition. They will encourage going into outside places to do it. It seems to me that it is very necessary to act, and act promptly. Now is the time to act, because the contracts are coming. I would like to ask the representative of the Air Line what rate they named on Bonne Terre coal?

Mr. Morris: 45 cents.

Mr. Parker: Do you know positively?

Mr. Morris: No, sir.

Mr. McChesney: I understand the contract was made with Mr. Jarvis, in Louisville.

Mr. Randolph: Well, to speak very plainly—I do not see any reason for beating around the bush—I think every man in this room who has had anything to do with the Bonne Terre contract knows that it *could not* have been secured on a *45-cent rate*. It was offered to the L. & N., to the Vandalia, and I think the Big Four had a chance at it, and I suppose every one of us knew how *we* could get 45 cents a ton out of coal, and at the same time *not* get 45 cents out of coal. I started to ask a question: Did not the association, or the committee representing the association, during a conference with the coal operators last Spring, make some promise to the operators about a Summer rate of 35 cents and a Winter rate of 45 cents per ton? Was there not some understanding as to a Summer rate and a Winter rate?

Mr. Guy: That is quite true. At that time the operators wanted the lines to postpone the putting into effect of the 45-cent rate until Fall. The lines at first de-

clined to postpone the rate, but finally concluded to adopt the 35-cent rate until the 15th of September, on which date the 45-cent rate was adopted.

Mr. Parker: Is it not a fact that they were practically assured?

Mr. Randolph: I thought they had practical assurance.

Mr. Parker: That was suggested, I know, and I remember a great deal was said about a Winter rate and a Summer rate.

Mr. McChesney: Did they not give us an assurance in April that if we would continue the 35-cent rate until September they would be willing to pay 45 cents thereafter? But then, when we came to September, did we not find that they were in the same condition that they were in April, and still insisted on one month longer?

Mr. Parker: Do you remember, Mr. Ridgley assured us our rate would drop to 35 cents?

Mr. McChesney: One of the Consolidated officials told me that rather than pay the 45-cent rate they would build a railroad.

Mr. Peabody: What difference does it make if the proposition is right?

Mr. Randolph: Well, I have had the opinion of several coal men, and they seem to think that 35 cents will in all probability be low enough. I think this is agreed among the coal men themselves. You probably know more about that, Mr. Guy, than I do. A 35-cent rate would assist the situation, and probably we would be able to maintain that, right along.

Mr. Guy: I have not heard of any expression for anything less than a 35-cent rate. I would like to hear Mr. Parker's opinion on the subject of the reduction of the 35-cent rate.

Mr. Parker: I am inclined to agree with Mr. Randolph on that subject, and I endorse his position. I do not think we ought to wait any longer, and be driven to it, and then have new conditions to contend with when we do make the reduction.

Mr. Holliday: If the reduction is made, the roads should have some assurance from the operators that the percentage will be carried out. Now, we have had several meetings with them, and we have never been able to get any assurance whatever from them. They have never been willing to discuss the question to the finish. As far as the Big Four road is concerned—during the past six years we have never had any contract coal. We have handled less coal, under the association, this last year, than we have during any corresponding period during the previous six.

Mr. Parker: You have not made less money, though?

Mr. Holliday: Yes, sir. We never gave a cent to the coal operator on any coal that we have handled. We have made less money for the road. We have not carried as much coal, and, therefore, we have not made as much money. We have carried less coal, and we never did carry any coal at less than the tariff rate, except the period last Summer when we reduced to 40 cents.

Mr. Randolph: There is only one point in this question that refers to the Consolidated Coal Company: That is, their expressed intention to build a railroad. This is the one point of contact between the Consolidated Coal Company and a 25-cent rate, in my mind. I will tell you frankly I shall endeavor to get you gentlemen to agree with me to the 35-cent rate, anyhow.

Mr. Holliday: If we have gone into this association in a spirit of fairness, for an equitable distribution of tonnage on the natural basis of percentages, we should have some concessions from the operators, and assurances that they will work with us.

Mr. Randolph: Up to a certain point they did agree to that. When we came to a disagrement as to the rate that should be charged, then they ceased to agree with us. The association agreed to work in harmony with the coal operators, but when they went into practical operation of their scheme, they found it impossible to do this.

Mr. Holliday: If we reduce the rates, we should have some assurance of co-operation on their part.

Mr. McChesney: Have they not withdrawn their tonnage from your line, Mr. Randolph?

Mr. Randolph: There is no reason to wonder at that. I think we could hardly expect them to ship at 45 cents on our line, against the contract rates prevailing on other lines.

Mr. Holliday: I think the whole difficulty in the first place was these long-time contracts. Some of them ran along for a year, and some of them for a good deal longer.

Mr. Guy: Very few of these, I may say, disturb the situation. As Mr. Parker says, I do not think there is much to be hoped for from the Bituminous Coal Company, so far as adjusting is concerned. They tried to do that, as far as they could, but interests were so varied it was a difficult matter to do.

Mr. Randolph: In order to get the sense of the association, I offer the following resolution:

Resolved, That the minimum rate of 35 cents per ton on coal to East St. Louis be re-established as soon as the necessary notice can be issued by the secretary; rates from points taking higher than the minimum rate being reduced accordingly.

Chairman: Gentlemen, if there are no further remarks, the secretary will call the roll.

The following is the vote:

C., C., C. & St. L., No. (See telegram changing vote to Aye, page 16.)
Wabash, Aye.
B. & O. S. W., Aye.
L. & N., No. (See remarks, changing vote to Aye, page 16 and telegram, changing vote back to No, page 17.)
L. E. & St. L., Aye. (Subject to approval.)
Vandalia Line, Aye.
Illinois Central, Aye.

Mobile & Ohio, not represented and declined to vote. (See telegrams, pages 15 and 16, and letter, page 26.)
T., St. L. & K. C., willing to adopt association rules.
St. L., P. & N., Aye.
St. L., B. & S., Aye. (See page 25 for record of final vote.)

Mr. Randolph: I would like to ask Mr. Holliday if there is any possibility of inducing him to change his vote?

Mr. Holliday: As far as that is concerned, I do not know just what Mr. Cost's position is, I wrote him a day or two ago, and have not received any instructions since. I am going to Cincinnati, and will explain the matter fully to Mr. Cost and see if he has changed his mind.

Mr. Randolph: Have you any objections to being recorded as not voting? Is there any possibility of the L. & N. changing its vote?

Mr. McChesney: I vote "No," for the reason that I do not think a 10-cent reduction would bring about the conditions that you think it would. I cannot change my vote.

Mr. Randolph: Under the rules of the association the vote must be unanimous.

Chairman: The agreement provides for unanimous ocnsent of all members. Gentlemen, I earnestly ask you to put your votes in such a way that there can be a chance for reconsideration.

Mr. McChesney: My position is a good deal like Mr. Holliday's. I believe that conditions will not be improved by a reduction of 10 cents, and if the object of the reduction is primarily to prevent the construction of another coal carrier, I do not believe this reduction will prevent the construction of that coal carrier, and, as I said, I do not believe that 10 cents will have any effect. If there is to be a reduction, I think it would be better to make the reduction sufficient to meet the situation. Under my instructions, I cannot change my vote.

Mr. Randolph: I understand that you are voting under instructions?

Mr. McChesney: Well, yes and no. I am, to a certain extent, and I am not; but I take the correspondence of our people to indicate that they do not favor the reduction of 10 cents.

Mr. Parker: I cannot help but feel that Mr. McChesney does not fully realize the situation. The reduction is going to be forced upon us, and we might as well accept it gracefully, and if it is forced upon us it won't stop at 35 cents—it will be something lower—much lower.

Mr. McChesney: What assurance have we that we can maintain a 35-cent rate?

Mr. Parker: As sure as the sun rose this morning, there is going to be a reduction of rates. This will be forced upon us. Then, if we ever do get together again, we will have this contract question again staring us in the face. It is only a question of time until we will be obliged to come to it. We had better take a half a loaf than no loaf at all. I would like to get the 45-cent rate as well as you, but I think that we ought to make some concession. I hope, Mr. McChesney, you will reconsider your vote.

Mr. Taylor: I am of the opinion that a 35-cent rate will satisfy the operators; it will certainly relieve the situation for the time being, at least. I think there is no question about that.

Mr. Parker: There is no advantage in waiting until you have to do a thing of this kind. In the first place, a new road would come in, and we would have to meet new competition and be forced to accept new conditions. Mr. Randolph speaks advisedly, I know, from the way he put this. If we get another road in here from the new fields we will not only have another carrier but we will have all these contracts to contend with.

Mr. McChesney: Do you believe that we can retain the 35-cent rate?

Mr. Parker: I think we can maintain the 35-cent rate to this extent: That where it is cut it won't make any figure in the situation. If that is he case, we are getting all we wanted to. We wont' get it with a 45-cent rate—that is just as sure as anything can be. I felt that way before and I feel still stronger that way now. You must give some weight to the opinions of those who are in other ways interested in the coal business. You have the assurance of a number of members here who have people who are interested also in coal mines. Knowing how others feel, I know how the coal men in general feel about that, and I want to impress that upon you as much as I can—that it is the thing to do, and if you find that you have to do anything more, take the benefit of the 35 cents as long as you can.

Mr. Randolph: The best opinions are to the effect that we can maintatin the 35-cent rate, or, rather, as you put it, we can come so near to maintaining the 35-cent rate that outsiders will make a very small showing in the market.

Mr. Guy: Make the rate 35 cents per ton, and the operators will take care of the business and not let any outside coal trouble this association.

Mr. Randolph: Not in the way of a guarantee, but at the same time they feel confident that they can take care of it. It certainly would have a very disastrous effect to have this association go to pieces; and that is just what is staring us in the face.

Mr. McChesney: I do not feel like I can change my vote, Mr. Chairman. This seems to me a matter of such importance, and I do not like to appear as holding out against the judgment of so many of you, among whom are those who are so much better posted in the coal business than myself. I am willing—rather than as indicated here, have the association go to pieces on account of any arbitrary stand that this company would take—to submit this matter to Mr. Knott for his decision.

Mr. Randolph: Leaving your line recorded as not voting?

Mr. McChesney: No, sir—leaving my line recorded as voting "No". I understand that Mr. Holliday's position is similar to mine; and it takes unanimous action to change the rate.

Mr. Holliday: I suggest that we adjourn until 3:00 p. m. today, and in the meantime I will take it up with our people by wire.

Mr. Parker: I take it that Mr. Poe, being in New Orleans, would want to confer with his people in Mobile. The probabilities are that we could not get an answer this afternoon. I would suggest that we adjourn until tomorrow at 11:00 a. m., and the matter be presented to Mr. Poe by wire.

Mr. Holliday: I will not be here tomorrow, but I will telegraph the Secretary.

Mr. Randolph: I move we take a recess, and the secretary secure the vote of the Mobile & Ohio, and endeavor to secure the vote of the Big Four and L. & N.

Mr. Taylor: I second that motion.

Motion to take recess adopted.

Meeting called to order at 11:00 a. m., February 19th —Mr. Guy in the chair.

Present: Messrs. Ramsey, of the Wabash; Orr, of the B. & O. S. W. Ry.; McChesney, of the L. & N. Ry.; Campbell, of the L. E. & St. L.; Taylor, of the Vandalia Line; Parker and Lary, of the Illinois Central; Scott, of the T., St. L. & K. C., and Guy, of the St. L., P. & N.

The Secretary: All lines are present, except the Big Four and the M. & O. Ry.

Chairman: Have you any communication from the M. & O. Ry.?

Secretary: The pending resolution, and vote on the same, was telegraphed to Mr. Poe, with the following message:

"This resolution is submitted to you so that you may vote on the same by wire, as the meeting adjourned to meet at 11:00 a. m. tomorrow, with a view of securing your assent. There was manifested a strong sentiment

towards a reduction in the rates, and this resolution was offered as a compromise. I feel quite sure, from what has occurred in the meeting, that if this resolution is not adopted a general reduction of rates will be forced upon us. You are urgently requested, in view of the importance of the subject, to wire me your vote at once.

(Signed) E. M. Ward, Joint Agent.

The following was received from Mr. Poe:

New Orleans, Feby. 18, 1897, 6:30 P. M.

E. M. Ward, Joint Agent:

The Mobile & Ohio Railway joined the Coal Association with the understanding that the rates would be advanced and maintained. Unless this can be done, and the Mobile & Ohio Railway accorded its proper share of the coal tonnage, we do not care to remain a member of your association. It has been of no benefit to us.

(Signed) J. T. Poe.

The following reply was immediately sent to Mr. Poe:

St. Louis, Mo., Feby. 19, 1897.

Message received. The question resolves itself to this: No association and no rates at all, or, an association with fairly remunerative rates. The situation is threatened in the extreme, and if some basis of compromise is not reached we will have no rates whatever. Had you been at the meeting, and heard and seen what was presented, I have no doubt but you would agree with the majority, and accept 35 cents rather than be forced to lower basis. Do you vote *Yes* or *No?* Answer.

This is Mr. Poe's reply:

New Orleans, February 19, 1897.

The Mobile & Ohio Railroad does not intend to continue in the Coal Association, as it has carried out none of its obligations to us. I cannot vote for a reduction in Coal Rates to East St. Louis."

(Signed) J. T. Poe.

The following was received from Mr. Holliday, of the Big Four:

Cincinnati, O., Feby. 19, 1897.

E. M. Ward, Joint Agent,
St. Louis.

Referring to the resolution presented at the meeting yesterday: Please change our vote to "Aye".

(Signed) W. D. Holliday.

Mr. McChesney: Mr. Chairman, at the meeting yesterday I voted No on the resolution to reduce the rate, and at that time gave my reasons for so doing. I did not believe then, nor do I believe now, that the conditions warrant this reduction, nor can I add anything to what I stated at the meeting yesterday. In view of the fact that it seems to be the desire of all members of the association to reduce this rate, we do not desire to hold an arbitrary position; and, in deference to the wishes of the majority, I will change our vote to Aye.

Mr. Campbell: I desire that our vote be changed to Aye.

Chairman: I think the Coal Association will appreciate the spirit of the L. & N., and I think events will justify it. As it stands now, the Mobile & Ohio stands on record as declining to vote.

Mr. Ramsey: That is not a withdrawal from the association, as I construe it. It is simply an intention, and there are lots of intentions formed that are never carried out.

Mr. McChesney: I think it would be well to put the new rate into effect the first of March. I think it would be well to have the reduction apply from March first.

Mr. Ramsey: If the rate is going in, it might as well go in as soon as possible.

Secretary: I have a Tariff in the printer's hands, effective Monday, February 22nd, which will be issued if the resolution is adopted today.

Chairman: I will ask for information in regard to announcing the vote. Of course, all those voting here

have voted unanimously in favor of the reduction. The M. & O. simply decline to vote.

Mr. Ramsey: Their intention to withdraw is based on the assertion that the agreement has not been carried out; so if that were made good I presume they would not withdraw.

Mr. Campbell: Mr. Poe is still a member of this association, and the rules of the association call for a unanimous vote to make a reduction.

Mr. Parker: If a line refuses to vote, it is fair to presume it will be guided by the action of the other lines.

Mr. Ramsey: I think the adoption of the 35-cent rate is an advisable thing to do. The only thing that I regret about it is that it was apparently brought about by a threat.

Mr. McChesney: Since the result of the vote on the pending resolution has not been announced, I desire to change my vote. I have just received a telegram from Mr. Knott, which has some bearing on this question. This is his telegram:

New Orleans, La., February 19, 1897.

W. S. McChesney, St. Louis, Mo.:

While you advise that certain lines claim the necessities of the situation demand the reduction, nothing is brought out to support it. Is anyone prepared to assert, or to believe, that the surrender of three hundred thousand dollars of annual revenue by the lines in interest will satisfy the demands of certain shippers? I fully appreciate the position of the B. & O. S. W., having been through the same experience. The roads standing together can and should protect it and stop such practices. I find it difficult to believe that the members of the Coal Association can get their consent to yield to blackmail demands of other interests and assume the ridiculous attitude of promptly withdrawing under the attack of the Consolidated Company, from the position we have been for twelve months past insisting should be maintained. Not believing that the reduction is either demanded or excusable, it would be improper for us to

go on record as favoring it. The L. & N. believe firmly in the maintenance of the association. The agreement provides how changes in rates shall be made, and if made under the rules all lines I feel sure will honestly co-operate in maintaining them.

(Signed) S. R. Knott.

I ask for a reconsideration—I cannot have my vote recorded as favorable. Of course, we desire to vote on all propositions that come before the association; but, under the instructions contained in the telegram that I have just read, it seems to me that I have no alternative, if I should vote, but to vote no. If the chair and the members of the association will adjourn this meeting until Wednesday, I will endeavor to get Mr. Knott here or have a personal conference with him between now and then, and advise him more fully as to the present status of the coal situation. I take it that under the rules it requires a unanimous vote to either increase the rates or reduce them, and, in view of that fact, and that the M. & O. have indicated a negative, I do not think that we would be proceeding in the regular line if we should declare the motion carried; and then, too, I believe that by a further postponement until Wednesday there would be no interest hurt in that time, and we could get the M. & O. here in conference with us.

Mr. Parker: Will Monday do as well?

Mr. McChesney: This is Friday, and Mr. Knott is in New Orleans. That would give me more time for conference with him.

Secretary: The Mobile & Ohio cannot be represented until Wednesday, anyway.

Mr. McChesney: I see that there would be no interest hurt or affected by that adjournment. I would offer this as a resolution:

Resolved: That all resolutions now pending be held in abeyance, to be considered at a meeting of the association, to be held Wednesday, the 24th, at 10:30 a. m., and that this meeting adjourn until that time.

Seconded by Mr. Taylor.

Chairman: Gentlemen, you have heard the resolution. Are there any remarks?

Carried unanimously.

Chairman: Gentlemen, this meeting stands adjourned until Wedesday, February 24th, at 10:30 a. m.

Meeting February 24th, 10:30 A. M.

Present: Messrs. Cost and Holliday, Big Four; Ramsey, Wabash; Knott and McChesney, L. & N.; Peabody, B. & O. S. W.; Campbell, L. E. & St. L.; Taylor, Vandalia; Parker and Lary, Illinois Central; Denyven, M. & O. Ry.; and Guy, of the St. L., P. & N. Ry.

The meeting was called to order by the Chairman, Mr. Ramsey.

The call of the roll showed all lines present except the T., St. L. & K. C. Ry.

Secretary: The Clover Leaf advised me by telephone that it would abide by the decision of the majority, in regard to the adoption of a 35-cent rate.

Chairman: As I understand it, this is an adjourned meeting; the question under discussion—final termination of which was postponed until today—was the question of reduction of rates. We are ready now to take up the question again. We adjourned, I believe, on the suggestion of Mr. McChesney, in order to hear from Mr. Knott or try and have him present, and also to have the Mobile & Ohio represented. All of the lines have voted in favor of a reduction of the rate, except the L. & N. and the Mobile & Ohio, who decline to vote. We are now ready to take into consideration that question again. Mr. Knott, are you prepared to handle the matter now, on the part of the L. & N.?

Mr. Knott: I think our views on the question are pretty well understood. The question has been discussed here so often. I see no reason for changing the conclusions that we have reached ater so long a discussion—that is, two or three years.

Mr. Ramsey: I was not present at the first meeting, when the B. & O. S. W. explained their reason for mak-

ing the call for the meeting, but prior to that I had—so far as the Wabash was concerned—come to the conclusion that the reduction of rates was probably advisable, under the conditions and circumstances surrounding the coal traffic at present. While I was absent the day of the meeting, we had instructed our representative to vote in favor of a reduction, if that was the matter to be considered at that meeting. I think all of the gentlemen understood the situation as well, if not better, than the chair does. The question was somewhat complicated at the last meeting by the messages which had been received from the Mobile & Ohio, stating that it was their intention to withdraw from the association (although they did not, at that time, make any formal withdrawal); therefore they declined to vote on the question. One of the reasons they gave for withdrawal was that the conditions of the agreement had not been carried out, so far as the treatment they had received from the associated lines was concerned, and therefore they intended to withdraw.

Mr. Denyven: We are not in favor of a 35-cent rate. The association, when it was formed, was formed with the idea of securing higher rates, and I think the old rate was 35 cents—at least, that was our rate. Our people have been very much dissatisfied in regard to carrying out the agreement that we have been supposed to be working under. When we joined the association, we supposed it would be a benefit to us, but it does not appear to have been of any benefit to the Mobile & Ohio Road, and, as the agreement has not been carried out, my instructions are to give notice that the Mobile & Ohio will withdraw from the St. Louis Coal Traffic Association.

Chairman: What conditions have not been carried out?

Mr. Denyven: The agreement has not been complied with.

Chairman: As I understand, the reason given by your people for desiring to withdraw is the failure to carry

out the agreement. If that reason is removed, then there is no reason for your pulling out?

Mr. Denyven: As I remarked at the beginning—our people do not care to agree to the reduced rate of 35 cents, which seems very likely to be established. However, if all matters of difference can be adjusted satisfactorily, I think our line would be willing to remain in the associaton.

Mr. Peabody: When the rate was formerly 35 cents, or less, did your line carry 45 cents?

Mr. Denyven: No, sir. We carried 35 cents, up to the 15th day of September, 1896. After that date we made the rate 45 cents, which is our present rate.

Mr. Peabody: Mr. Chairman, I move that we proceed to consideration of the rate question.

Chairman: Has anyone any remarks to make on that question? Will some gentleman who is posted on the situation give Mr. Knott a little information—he was not present at the meeting the other day—and give the reasons why we think the rate should be reduced?

Mr. Peabody: I believe the original proposition to reduce the rate came from the B. & O. S. W. I think the last meeting was called at Mr. Randolph's request. Mr. Randolph stated our position in the meeting which was held last week. I expect Mr. Knott has had the situation explained to him by Mr. McChesney, and I do not know that I can give the matter the presentation that Mr. Randolph did. The matter came up while I was away, and he acted on it personally; but the situation in short, was to the effect that we had received a proposition from the Consolidated Coal Company to give them trackage rights, with or without terminals, between East St. Louis and O'Fallon; those rights to include privileges as if they owned their own railroad. Mr. Randolph went on to explain in detail how it all came about; that the original proposition had been to build. He felt that the 45-cent rate was too high, and that the Consolidated Coal Company felt that with a 45-cent rate—considering all the other circumstances—they could better afford to have their own railroad and

participate in the benefits to be derived from a 45-cent rate. On the other hand, they would be in better shape to protect themselves if there should be no agreement as to rates. Mr. Randolph stated that he was not sure that with a 35-cent rate we would be in beter position to deal with the question, and that it would leave matters in very much better shape for us if the 35-cent rate should be adopted. He stated further that it was our opinion that it was impossible to maintain this association on a satisfactory basis on a 45-cent minimum rate —that the rate was too high—it made it impossible for the Bituminous Coal Company to co-operate with the railroads; it made it too attractive for outside coal, and, considering all the conditions, we felt like pushing the question of the 35-cent minimum rate, and in this I believe that nearly all of the lines are in full accord with us. That was the statement of Mr. Randolph, with the addition that he was obliged to make his report the latter part of last week. We feel that we would like to get 45 cents as a minimum, if we could, but we do not believe it is practicable. You have all seen how our business is leaving us, until we have now practically no coal business left. In view of this condition (while of course we feel that we can afford to take reasonable chances as to the association hanging together and our company getting what is due it), and in the face of the strong conviction we have that 35 cents is high enough, and the further fact that the B. & O. has tried to live up to this agreement, in accordance with the lines prescribed, for a year, and all other roads agreeing with us that it is time to try the 35-cent rate, we think the 35-cent rate should be adopted. That, Mr. Chairman, in substance, is the position of our company.

Chairman: Will Mr. Guy or Mr. Parker state the position, from their knowledge of the coal question, and the necessity of lower rates to keep out the outside coal?

Mr. Guy: No road finds the high rates more acceptable than ours—that is what we live upon, mostly—and no person would be more anxious to maintain the 45-cent rate, if we felt at all assured that it could be main-

tained. But from the knowledge that we have I feel very confident that it cannot be maintained, and I think the result would be disastrous to all in trying to maintain it. That is why I think we should gracefully submit to the inevitable.

Chairman: Mr. Knott, are you prepared to vote on that matter?

Mr. Knott: No, I prefer not to vote, Mr. Chairman. We do not favor the reduction, and I do not propose to say that we do.

Chairman: In your message the other day you said that if the reduction was made under the rules that, while you did not favor it, you would of course obey it. It would require your vote, you know, under the rules to put it into effect. You mean that, while still protesting, you would meet and maintain the rate?

Mr. Knott: That depends very largely upon what position the association is going to take or whether you are going to have an association or not.

Chairman: Under the rules, the resolution is not carried. Is the Mobile & Ohio prepared to vote on the question of reduction of rates?

Mr. Denyven: No, sir. We do not favor it.

Mr. Peabody: Is that a negative vote, Mr. Denyven?

Mr. Denyven: I do not care to vote for it. I am not in favor of the reduction.

Chairman: If I remember the agreement, it does not require simply a unanimous vote of all voting—it requires the consent of all parties to the agreement.

Mr. Peabody: I do not think any of us want to make the reduction for the sake of making it; but a good many of us voted in favor of it because we think it is necessary. I do not exactly see where we would stand, in view of this state of affairs.

Chairman: The rates cannot be changed by this association unless all of the members are in favor of it.

Mr. Peabody: I think you are right, Mr. Chairman. Of course it rather places us in a worse position than ever. I have said in former remarks that as long as there was an association and everything was satis-

factory and everybody seemd to be carrying it out in as good faith as we, that in spite of the fact that we have been losing all of our coal business we were not so badly off as the tonnage report would show; but here is a situation where most of the lines favor applying a 35-cent rate, and the Mobile & Ohio says the same. That perhaps might be satisfactory, but I do not know how our people would look on letting the thing drift along any longer with the association in such a condition as this will be, depending on getting our share of the traffic in one way or another. I feel that if we do not come to some amicable settlement of the thing today, it would not be safe for us to wait and depend on getting what was due us. Of course, we would like to haul coal at 45 cents, but, aside from the proposition that we have had made to us, we are thoroughly convinced that it would be very much more satisfactory if we were to drop to a 35-cent rate and try it that way. We would rather haul it at 35 cents than to have the whole thing go to pot and haul for 25 cents or less, as we certainly will be obliged to do if this association is dissolved.

Mr. Knott: We are, as it seems to me, assuming the rather unpleasant attitude of confessing that all we have done in the last two or three years has been done wrong; that we do not know anything about our own business, and must have outsiders tell us. And they put us in the attitude that the minute we try to proceed under the agreement we are told that the agreement is not to be minded—in other words, that while the agreement says "unanimous action," it means that when one line wants to make a change the other lines must consent to it.

Mr. Peabody: It seems to me that the gentlemen who voted to reduce the rate did not do so simply because the B. & O. wanted it done. I think I am safe in making that assertion. I do not think these gentlemen would have voted for it if they had not thought there was merit in it aside from that.

Mr. Guy: I have conversed with one or two of the other representatives, and they agree that there was

something necessary to be done, in regard to the rate. Circumstances will excuse us, and I do not think it is necessarily a lowering of pride to meet existing conditions; we can be consistent in changing to meet conditions.

Chairman: I would say that I came to that opinion without giving any weight at all to the Baltimore & Ohio Southwestern proposition. In fact, I did not know at that time that they had that proposition. I may over-estimate the competition from the Springfield, Girard and Virden district, because we are up in that territory ourselves, but I am satisfied that at the 45-cent rate the tonnage brought into St. Louis and East St. Louis from that territory, by the outside lines, will largely increase instead of decrease.

Mr. Peabody: Mr. Knott, will you not state a little more fully why you think a 35-cent rate would not be advisable?

Mr. Knott: The conditions that have been referred to have been well known to all of us for a considerable period of time. The anticipated competition of outside lines was thoroughly considered. While I defer to Mr. Guy's information in regard to the subject of coal prices and sales it has always seemd to be unwise to reduce on 98 per cent of the tonnage for the purpose of trying to force out 2 per cent. I see nothing to indicate any assurance from the parties backing this railroad scheme that they would abandon that scheme, whether we made a 35-cent rate or not. There is another scheme also talked about—a scheme to build a line from East St. Louis to Belleville. Who the parties are, I am not prepared to say just now. So if we are going to reduce the rates at all, we had better put it down to a much lower basis that 35 cents. I do not think the difference between 35 and 45 cents is the consideration that would control the parties back of the O'Fallon scheme.

Mr. Peabody: Mr. Randolph stated that he did not know whether it would or not. He thought it might, and he felt assured it would help the general situation. Of

course, the percentage of outside coal, as Mr. Knott says, may be small now, but we have no guarantee that it will continue to be the present per cent of the total amount. It is growing all the time. We feel that it will not grow if the rate is made 35 cents; we feel that it will continue to grow so long as the 45-cent rate is maintained, and we will have to come to it sooner or later.

Mr. Ramsey: Gentlemen, without the vote of those two members of the association, the chair will have to declare the resolution to reduce the rates as lost.

Mr. Peabody: Are there any provisions as to withdrawal from the association?

Chairman: Would you be in favor of a reduced rate, Mr. Knott, if the railroad coal was put on the same rate? Now we have 31½c for railroad coal—

Mr. Peabody: Mr. Knott, don't you think it would be better, if the 35-cent rate will enable all of the lines to come nearer carrying their allotted per cents., to do that than to have the present conditions, with some lines running very far ahead and others behind?

Mr. Knott: I see nothing to indicate that with 35 cents there would be any more equitable distribution of tonnage than at present—probably more inequitable.

Mr. Peabody: Your situation is different from ours. We are doing no coal business at all, and you are carrying in excess of your usual percentage.

Mr. Knott: Against our protest, and because of the refusal of the Consolidated Coal Companies to take action as we asked them to do. I do not see, so far as the transportation of coal tonnage is concerned, how it would be affected by the rate.

Mr. Peabody: Mr. Chairman, I would ask for a call of the roll, and have the vote on the question anyhow.

Chairman: We have the votes, Mr. Peabody, of all the roads except the two who declined to vote. They have all voted "aye." That is on record.

Mr. Peabody: Then I understand all the lines voted "Aye," except the two who are opposed to the reduction, and decline to vote. One is opposed to the reduction, and the other declines to vote.

Mr. Knott: There has been no negative vote cast.

Chairman: The chair would hold that, no matter what their reasons for declining to vote, it would require their assent to the reduced rate to change the rate which is fixed in the agreement here; because it expressly provides that it shall have unanimous consent. Now, if they simply declined to vote and said they did not care whether the rates were reduced or not, or that they would accept the rates—leaving it to the rest to decide—the chair might decide otherwise; but, under the agreement, as long as they decline to vote, without expressing any other view, we cannot admit that the resolution, as yet, is adopted.

Mr. Parker: It seems then that the association has decided that the rates shall remain at 45 cents. I sincerely hope that no line contemplates taking any independent action. We are now at a point where the associated lines can make a little revenue out of the coal business, whether it is a 35-cent or a 45-cent rate, and I sincerely hope that no line will contemplate withdrawing from the association, and that they will abide by the rules of the association.

Chairman: The mere refusal of the association to reduce the rates does not cancel the agreement, Mr. Parker. They are all bound by the agreement to maintain the rates—whatever they are.

Mr. Knott: Mr. Chairman, will you say whether the C., P. & St. L. is a party to this agreemnt or not?

Chairman: No, sir. They are not parties to it. There is a prospect, however, of getting them into it. Some efforts are being made to that end.

Mr. Peabody: Mr. Chairman, you could not stretch your opinion in this thing so far as to leave out these lines who decline to vote?

Chairman: The chair put the question a little while ago, whether their objection to the rate would simply be considered as a protest, and they would let the others make that rate, and they declined to put themselves in that position, as I understand it.

Mr. Knott: I said our position would be dependent on what the position of the association was. We have notice from one member that they have received no benefit in the association and propose to withdraw. They do not say when, but I suppose the notice might take effect at any time.

Mr. Denyven: If you have any proposition to make, I would be glad to submit it. My instructions were to withdraw from the association.

Chairman: Gentlemen, unless there is some resolution in regard to this rate matter, the chair will decide that, as stated a little while ago, it has failed to carry.

Mr. Taylor: There is one thing that I might state: A very prominent coal operator a few days ago said to me that a proposition had been made to him by a road that is not a member of the association to guarantee him a rate of 25 cents a ton, for all the coal he would put out for five years—that is, if he would sink a new shaft. I met him and told him that was what I had heard, and said I would like to know if it was true. He said that it was. These conditions of course, must be met in some way.

Chairman: Suppose the rate was reduced to 35 cents—the C. P. & St. L. would still be willing to give him a five-year contract. Would he not take it? Gentlemen, what shall we do?

Mr. Knott: I would like to ask the chairman what he considers the status of the St. Louis Coal Traffic Association, under the notice of the Mobile & Ohio?

Chairman: I consider the situation simply this: The Mobile & Ohio has served notice that it will withdraw from the association unless the terms of the agreement are fully carried out. I would suggest, however, that that matter be referred to the Executive Committee, in conjunction with Mr. Parker and Mr. Poe or Mr. Denyven, the representative of the Mobile & Ohio Road, and see if some satisfactory settlement could not be made. I understand that is their one condition, although of course they do not wish to commit themselves today, as withdrawing their notice if that is done; but, as I

understand it, from the notice and messages received, that is the trouble—that the terms of the agreement have not been carried out.

Mr. Knott: Then your idea is that the Executive Committee should act as an arbitrator between the Mobile & Ohio and the Illinois Central Railways?

I know that the Illinois Central is willing, and had supposed they had made the proposition in accordance with the agreement and are ready to do what is reasonable and fair.

Mr. Denyven: I will withhold the notice I have given until Mr. Poe returns, which I think will be tomorrow.

The following was offered by Mr. Guy, seconded by Mr. Holliday, and unanimously adopted:

Resolved, That the difference of the Mobile & Ohio Railroad with the association be referred to the Executive Committee for its consideration.

Chairman: The records will show that Mr. Denyven suspends his notice of withdrawal, pending the action of the Executive Committee at its meeting, which will be held tomorrow, at 2:00 p. m., in his office.

Mr. Denyven: It was merely a notice of our intention to withdraw.

Mr. Knott: In other words, let that notice of intention to withdraw be suspended, pending the report of this committee.

Mr. Denyven: There is no objection to that, Mr. Chairman.

Following is the resolution reducing the rate, and the result of the final vote on its adoption:

Resolved, That the minimum rate of 35 cents per ton on coal to East St. Louis be re-established as soon as the necessary notice can be issued by the secretary; rates from points taking higher than the minimum rate being reduced accordingly.

(These rates to become effective March 1, 1897.)

C. C. C. & St. L., Aye.

Wabash, Aye.
B. & O. S. W., Aye.
L. & N., (Mr. Knott: The L. & N. desires to state that in the event of the differences of the M. & O. Ry. being reconciled, so that its continued membership in the present agreement is assured, it will in deference to the views expressed by all of the other members of this association, not withhold its consent to establishing the rates of the association on the basis of 35 cents per ton minimum.)
L. E. & St. L., Aye.
Vandalia, Aye.
Illinois Central, Aye.
Mobile & Ohio, Aye. (See letter below from Mr. J. T. Poe, G. F. A.)
T. St. L. & K. C. (Willing to adopt any rates established.)
St. L. P. & N., Aye.
St. L. B. & S., Aye.

Mr. Parker: As I understand it, the Mobile & Ohio is the only line which will not vote. Is that one of the questions to be brought before the committee—the final vote on the reduction of rates?

Chairman: The chair will have to secure from the M. & O. its consent to the reduction in rate, or the resolution will not be carried. All the other lines now will assent to the reduction, and it remains with the M. & O. to cast its vote.

The meeting, on motion, adjourned.

E. M. Ward, Secretary.

Joseph Ramsey, Chairman.

The Executive Committee met in the Joint Agent's office on Thursday, February 25th, at 2:00 p. m. All members present.

All matters of difference between the Illinois Central Railroad and the Mobile & Ohio Railway were satisfactorily adjusted.

Since the announcement of the decision by the Executive Committee, both the Illinois Central and the Mobile

& Ohio have signified their willingness to abide by the result.

The following letter, being the vote of the Mobile & Ohio Railway, is appended:

St. Louis, Mo., Feb. 27, 1897.

Mr. E. M. Ward, Joint Agent, St. Louis Coal Traffic Ass'n., St. Louis, Mo.

Dear Sir: At the conference with your Executive Committee in your office on the 25th inst., I was asked if the Mobile & Ohio R. R. would cast an affirmative vote on the proposed reduction in coal rates of ten cents per ton, which would make the basis from the nearby mines 35 cents per ton to East St. Louis. I replied that the Mobile & Ohio R. R. was not in favor of the reduction, and very much regretted that it seemed by others to be necessary; but that if the Mobile & Ohio R. R. was the only objecting line, we would, in deference to the others, withdraw our objections, and vote "Aye."

I also, as you will remember, stated that the Mobile & Ohio Railway would remain a member of the association only on the understanding that all its terms would be fully carried out by its members.

Yours truly,

(Signed.) J. T. Poe, G. F. A."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 2"; as follows:

Meeting of the St. Louis Coal Traffic Association.

Friday, April 16th, 1897, 10:30 A. M.

All lines present, except the C. P. &. St. L. and T. St. L. & K. C. Railways.

The meeting was called on the request of Mr. W. W. Peabody, Coal Traffic Manager of the B. & O. S. W. Railway, who desired some information as to the intentions of the lines with respect to balances. This question was fully discussed, and after due consideration, it was the opinion of the lines, that owing to the recent Supreme Court decision, no action could be taken in the premises.

For some time past, coal has been coming to this market from off the line of the J. & St. L. Railway; this coal is transported to St. Louis over the line of the C. P. & St. L. Railway from Litchfield, Ill. In taking this coal to account, the Joint Agent has been charging the same to the proportion of the C. P. & St. L. Ry., which proportion, by virtue of an understanding between the Wabash Railway and the other members of the Association, has been credited to the Wabash,—that company having assumed, with the consent of the other lines, the proportion of the C. P. & St. L. Ry. Mr. Ramsey stated that when his line assumed the percent of the C. P. & St. L. Ry., he did not undertake to protect then, nor was he willing to assume now, coal coming from off a line not a member of the Association. He stated that while he was willing to assume all coal handled from off the line of the C. P. & St. L. Ry. in the combined percent, he was unwilling to assume coal from territories reached by lines entirely outside the jurisdiction of the St. Louis Coal Traffic Association.

After full discussion the Joint Agent was instructed to report the coal from off the line of the J. & St. L. Ry., transported to St. Louis over the C. P. & St. L. Ry., separate and distinct from coal mined on the line of the C. P. & St. L., and that no part of the coal off the J. & St. L. Ry., should be charged to the proportion of the C. P. & St. L., and that the monthly reports for January and February and March, for the year 1897, should be changed so as to show the J. & St. L. coal, separate and distinct from coal mined on the line of the C. P. & St. L. Railroad proper.

(Note: Peports for January, February, March, April and May, were made up in accordance with the above instructions. Beginning with June 1st, 1897, all coal handled over the C. P. & St. L., whether from off the line of the J. & St. L. Ry., or not, was charged against the proportion of the C. P. & St. L. Ry., the agreement between the Wabash Railway and the other members of the Association, with respect to the C. P. &. St. L. Ry's. percent, having expired on May 31st, 1897.)

On motion the meeting adjourned.
Joseph Ramsey, Chairman.
E. M. Ward, Joint Agent."

Complainant offers in evidence " Complainant's Exhibit Fraser No. 3," as follows:

Meeting of the St. Louis Coal Traffic Association.

Tuesday, May 25th, 1897, 10:30 A. M.

There were present:
Joseph Ramsey, V. P. & G. M., Wabash Railway;
Henry Gays, Gen'l Mangr., St. Louis C. & St. P. Ry.;
C. H. Bosworth, Gen'l Mangr., C. P. & St. L. R. R.;
Y. Van Den Berg, Traffic Mangr., L. & N. R. R.;
W. S. McChesney, Jr., Supt. Terminals, L. & N. R. R.
W. E. Keepers, G. F. A., Illinois Central R. R.
C. F. Parker, Genl. Agent, Illinois Central R. R.
Geo. E. Lary, A. G. F. A., Illinois Central R. R.
N. W. Taylor, G. F. A., Vandalia Line.
W. W. Peabody, Coal Tr. Mngr., B. & O. S. W. R. R.
R. A. Campbell, G. F. A., L. E. & St. L. R. R.
W. S. Weed, G. F. A., T., St. L. & K. C. R. R.
J. M. Denyven, A. G. F. A., Mobile & Ohio R. R.
Wm. E. Guy, President, St. L. P. & N. R. R.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. R. R.
All lines present.

The meeting was called to order by the chairman, Mr. Ramsey, who stated that the conference had been called by the Executive Committee to consider the coal traffic situation in general, and, if possible, arrive at some understanding which would bring about a more satisfactory condition of affairs with respect to coal rates.

The following list of subjects was submitted for consideration:

Is it desirable that all coal carriers be members of this association?

Can rates be successfully maintained without full cooperation of all the coal carriers?

If the present basis of rates is to maintained, should any line make contracts for the future delivery of coal at less than thirty-five (35) cents per ton.

It was moved and seconded that the sense of the lines be taken as to the desirabilitiy of continuing the association, and if all lines would be willing to become members and undertake to carry out the rules and regulations of the same. The poll resulted as follows:

C. C. C. & St. L.—Think an association is desirable; that all lines should be members, and willing to join in any plan that would secure remunerative rates.

Wabash—The Wabash Railroad is heartily in favor of an association, for we believe that in no other way can equitable rates be secured and maintained, and that all lines should be members.

B. & O. S. W.—Same position as the Wabash.

L. & N.—Same position as the Wabash.

L. E. & St. L.—This company has heretofore participated in the maintenance of rates on coal and has co-operated with this association in every way it possibly could. We have, during the past year, refused to pay any portion of the expense, but we are willing in future, if the association rates are maintained, to pay our proper proportion of the expenses of the association. We cannot join in any arrangement looking to a division of the traffic.

Vandalia—This company favors the maintenance of an association, for in no other way can rates be successfully maintained. We cannot join in any arrangement looking to a division of the traffic.

Illinois Central—Same position as the Wabash.

Mobile & Ohio—Same position as the Wabash, provided a fair division of the traffic can be agreed upon.

T. St. L. & K. C.—This company is prepared to co-operate, and has co-operated, with this association. We cannot agree to any division of the traffic—will not pay, nor will we receive, balances.

St. L. P. & N.—Same position as the Wabash.

C. P. & St. L.—Will probably be willing to join the association, but not willing to join an agreement looking to a division of the traffic.

St. L. B. & S.—Same position as the Wabash.

St. L., C. & St. P.—This company is in a receiver's hands, and cannot join any agreement looking to a division of the traffic; we are willing to maintain rates.

The question of contracts for future delivery of coal at less than the agreed tariff rates was taken up and fully considered, and, it being thought advisable to ascertain what lines, if any, had taken contracts, a poll was taken with the following result:

C. C. C. & St. L.—This line has made no contracts at less than tariff rates.

Wabash—Same position as the Big Four.

B. & O. S. W.—Same position as the Big Four.

L. & N.—Same position as the Big Four.

L. E. & St. L.—Same position as the Big Four.

Vandalia—Same position as the Big Four.

Ill. Central—Same position as the Big Four.

M. & O.—Same position as the Big Four.

T. St. L. & K. C.—Same position as the Big Four.

St. L., P. & N.—Same position as the Big Four.

C. P. & St. L.—This company has two contracts, neither one of which should affect the rates on coal to this territory. One contract is with the Consolidated Coal Company, the other is with a new mine which we are trying to develop. One contract is to run for one year from May, 1897. (On being asked on what basis of rates these contracts were taken, Mr. Bosworth declined to make the rate known.)

St. L., B. & S.—No contracts.

St. L. C. & St. P.—Have two or three small contracts, at practically a 35 cent minimum rate to East St. Louis.

The Chicago, Peoria and St. Louis Railroad refusing to state at what basis of rates its contracts had been taken, the following poll of the lines was taken, as to whether contracts had been taken at a less rate than 25 cents per ton:

C. C. C. & St. L.—No contracts at less than 35 cents per ton.

Wabash—No contracts at less than 35 cents per ton.

B. & O. S. W.—No contracts at less than 35 cents per ton.

L. & N.—No contracts at less than 35 cents per ton.

L. E. & St. L.—No contracts at less than 35 cents per ton.

Vandalia—No contracts at less than 35 cents per ton.

Illinois Central—No contracts at less than 35 cents per ton.

Mobile & Ohio—No contracts at less than 35 cents per ton.

T. St. L. & K. C.—No contracts at less than 35 cents per ton.

St. L. P. & N.—No contracts at less than 35 cents per ton.

St. L., B. & S.—No contracts at less than 35 cents per ton.

St. L., C. & St. P.—No contracts at less than 35 cents per ton.

C. P. & St. L.—Declines to state.

(Meeting took recess, from 1:15 until 2:00 p. m.)

The following resolution was offered by Mr. Guy and seconded by Mr. Campbell:

Resolved, That it is the sense of the lines here represented that a 25-cent minimum rate be established from mines furnishing what is commonly known as "Standard" coals to East St. Louis or other points opposite the City of St. Louis, Mo.—the agreed differentials applying from other mines. This 25c-per-ton rate to remain in effect until June 1st, 1898; and all lines agreeing not to make any new contracts—or to extend existing contracts—beyond that date, at less than the rate of 35 cents per ton.

The following vote was taken:

C. C. C. & St. L.—No.

Wabash—Vote reserved. (Vote no.)

B. & O. S. W.—Vote reserved. (Vote no.)

L. & N.—No.

L., E. & St. L.—No, for the reason that 25 cents per ton is not low enough.
Vandalia—No, subject to approval.
Illinois Central—No.
Mobile & Ohio—No.
T., St. L. & K. C.—No.
St. L., P. & N.—No.
C., P. & St. L.—No.
St. L., B. & S.—No.
St. L., C. & St. P.—No.
The resolution was declared lost.

The following resolution was offered by Mr. McChesney and seconded by Mr. Holliday:

Resolved.—That the present minimum rate of 35 cents per ton, with the agreed differential rates from the various distant territories, be absolutely maintained by all the lines here represented, and no change be made therein without five days' notice to the Joint Agent, who shall advise all lines.

Mr. Campbell moved to amend the resolution by changing the five days' notice to ten days.'

The following vote was taken on the amendment:
C., C. C. & St. L.—No.
Wabash—Vote reserved. (Votes No.)
B. & O. S. W.—Aye.
L. & N.—No.
L. E. & St. L.—Aye.
Vandalia—Aye. Subject to approval.
Illinois Central.—No.
Mobile & Ohio—Vote reserved. (Votes No.)
T., St. L. & K. C.—Aye.
St. L., P. & N.—Vote reserved. (Votes No.)
C., P. & St. L.—No.
St. L., B. & S.—No.
St. L., C. & St. P.—No.

The amendment being declared lost, the following vote was taken on the original resolution:
C., C. C. & St. L.—Aye.

Wabash—Vote reserved. (Votes Aye.)
B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—No.
Vandalia—No.
Illinois Central—No.
Mobile & Ohio—No.
T., St. L. & K. C.—Vote reserved. (Votes aye.)
St. L., P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—No.
St. L., C. & St. P.—Aye.

The chairman stated that inasmuch as the agreement provided that unanimous consent must be secured to any change in rates, *or the manner of making rates,* and, as this resolution provided for five days' notice in any change of rates, he was obliged, under the agreement, to declare the resolution lost.

After full discussion by all the lines represented, the following resolution was introduced by Mr. Parker and seconded by Mr. McChesney:

Whereas; It having been found impossible to perfect an organization suitable to all coal-carrying lines in interest; and

Whereas; It being desirable that some organization be maintained for statistical and other purposes; be it therefore

Resolved: *First*—That for purpose of forming and maintaining an organization of the coal-carrying lines, the office of joint agent be continued for statistical and other purposes until such time as the lines are able to form a more satisfactory agreement looking to the settlement of the coal situation;

Second—That the expense of the joint agent's office shall be apportioned between these lines, according to all current coal tonnage, exclusive of Western shipments.

Third—That all coal handled from mines in Illinois to St. Louis, Mo., East St. Louis, Venice, Madison,

Granite City and East Carondelet, Ill., shall be, reported to the joint agent, daily, in such manner as, in his judgment, the best interests of the lines may require.

Fourth—That the joint agent be, and is hereby, instructed to continue his reports to the lines, daily and monthly, as heretofore.

Fifth—That each road present submit to the joint agent the minimum rate which it proposes shall be in effect on and after June 1st, 1897, over its own line, and that the present agreed differential rates shall be maintained from the various distant coal territories; these rates to be of record with the joint agent,—each road agreeing to make no change therein without five (5) days' notice to the various members and the joint agent of this bureau.

Sixth—That the name of this organization be changed to the "Illinois Bureau of Coal Statistics," and the title of the joint agent be changed to that of secretary.

Seventh—That the executive committee be, and is hereby, continued, and that its membership be increased to five (5) members, instead of three (3), as at present constituted.

This resolution was discussed for some time, and, as the lines were not prepared to take a vote on same, the following was introduced by Mr. Holliday, seconded by Mr. Guy and unanimously adopted:

Resolved: That this meeting now adjourn until Tuesday, June 1st, at 10:30 a. m., and that the consideration of the pending resolution be postponed until that date, and each member be furnished a copy of the same, and that all lines here represented pledge themselves to maintain absolutely the present tariff rates of this association and make no contracts for the future delivery of coal at less than the said agreed tariff rates.

The following vote was taken on the above resolution:

C., C. C. & St. L.—Aye.

Wabash—Vote reserved. (Votes aye.)

B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye.
Illinois Central—Vote reserved. (Votes aye.)
Mobile & Ohio—Aye.
T., St. L. & K. C.—Aye.
St. L., P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—Vote reserved. (Votes aye.)
St. L., C. & St. P.—Aye.

The meeting adjourned at 4:45 P. M., to meet in the office of the joint agent at 10:30 a. m., Tuesday, June 1st, 1897.

Jos. Ramsey, Chairman. E. M. Ward, Joint Agt.

Note:—See proceedings of June 2nd, 1897."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 4;" as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC ASSOCIATION.

Wednesday, June 2nd, 1897. 10:30 A. M.

There present were:
W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry.
Joseph Ramsey, V. P. & G. M., Wabash Railway.
Geo. F Randolph, Traffic Mgr., B. & O. S. W. R. R.
W. W. Peabody, Coal Tr. Mgr., B. & O. S. W. R. R.
Y. Van Den Berg, Traffic Mgr., L. & N. R. R.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
Lee Howell, G. F. A., L. & N. R. R.
R. A. Campbell, G. F. A., L. E. & St. L. R. R.
N W. Taylor, G. F. A., Vandalia Line.
T. J. Hudson, Traffic Mgr., Ill. Central Ry.
C. F. Parker, Genl. Agt., Ill. Central Ry.
W. E. Keepers, G. F. A., Ill. Central Ry.
Geo. E. Lary, A. G. F. A., Ill. Central Ry.
J. T. Poe, G. F. A., Mobile & Ohio R. R.
R. B. F. Pierce, Receiver, T. St. L. & K. C. R. R.
W. S. Weed, G. F. A., T. St. L. & K. C. R. R.

C. H. Bosworth, Genl. Mgr., C. P. & St. L. R. R.
W. M. Bushnell, G. F. A., C. P. & St. L. R. R.
Henry Gays, Genl. Mgr., St. L. C. & St. P.
All lines present, except the St. L., P. & N. Railway.

The meeting was called to order by the chairman, Mr. Ramsey.

The resolution, which was pending at the meeting of the 25th of May, the consideration of which was postponed until this meeting, was withdrawn.

It was thought that a poll should be made with a view of ascertaining if the lines would be willing to maintain an association, and if the present percents are satisfactory.

C. C. C. & St. L.—Willing to remain in the association and satisfied with present percents.

Wabash—Same as the big Four.

L. & N.—Same as the Big Four, but all lines must be members.

B. & O. S. W.—Same as the Big Four, but want some understanding reached as to the settlement of balances.

L. E. & St. L.—Not a party to any percentage division; not satisfied with our present allotment; would be satisfied with a fair allotment, and would agree to maintain it. We are willing to become a member of the association, provided a satisfactory rate is established and maintained, and a proper allotment is given our line.

Vandalia Line—The Vandalia is not a party to the percentage division; we would, however, be satisfied with a fair percent if same is assigned us; we cannot allow any reduction from our present per cent for outside lines.

Illinois Central—Same position as the Big Four.

Mobile & Ohio—Same position as the Big Four, but it is with the understanding that balances must be adjusted.

T. St. L. & K. C.—Same as the big Four, excepting that we are not satisfied with the 2½ per cent; think we should have 3½ per cent.

St. L., P. & N.—Absent.

C. P. & St. L.—Cannot now say if we can join any tonnage division of the business; may be able to state at a later period, as to this. We are willing to make report of all our coal tonnage to the joint agent, daily.

St. L. B. & S.—Same position as the Big Four.

St. L., C. & St. P.—Would be willing to join the association provided a fair percentage were allotted to our line; we think 3 per cent would be fair.

The following was offered by Mr. Van Den Berg and seconded by Mr. Holliday :

Resolved, That the articles of organization, of date, July 21st, 1896, forming the St. Louis Coal Traffic Association, be, and are hereby, amended as follows:

First—That the Bluff Line be added to its membership.

Second—That section three, first page, be amended to read as follows: To fix just and reasonable rates from time to time, but nothing herein shall be construed as preventing any member from taking individual action in fixing rates; five days' notice thereof to be given all other members through the chairman.

Third—That the following be substituted for paragraph A, second page: It is agreed that rates fixed under the preceding paragraph shall be maintained until changed as provided for.

Fourth—Eliminate the whole of Section four.

Fifth—Eliminate the whole of Section five.

The following vote was taken on above :

C. C. C. & St. L.—No.

Wabash—In favor of this resolution, if we cannot otherwise maintain the association.

B. & O. S. W.—No.

L. & N.—Aye.

L. E. & St. L.—No.

Illinois Central—Aye.

Mobile & Ohio—No.

T., St. L. & K. C.—No.
St. L. P. & N.—Absent.
C. P. & St. L.—Aye, subject to approval.
St. L. B . & S.—Aye.
St. L., C. & St. P.—Aye.
The resolution was declared lost.

The following was offered by Mr. Randolph and seconded by Mr. Ramsey:

Resolved, That the minimum rate be made 20 cents per ton; and that the present agreed differentials be maintained from distant territories.

Vote:
C. C. C. & St. L.—No.
Wabash—Not voting.
B. & O. S. W.—Aye.
L. & N.—No.
L. E. & St. L.—No.
Vandalia Line—No.
Illinois Central—No.
Mobile & Ohio—No.
T., St. L. & K. C.—No.
St. L. P. & N.—Absent.
C. P. & St. L.—No.
St. L. B & S.—No.
St. L. C. & St. P.—No.
The resolution was declared lost.

Gentlemen: It is the ruling of the chair that the agreements of July 21st, 1896, are still in force and effect, and are binding on all lines, and that no line is at liberty to act independent of either.

The following was offered by Mr. Gays and seconded by Mr. Holliday:

WHEREAS, The situation as to the coal traffic has become a question as to the rates to be charged; and

WHEREAS, In order that each line may have an opportunity to indicate the rate he would endorse; be it

Resolved, That on roll call, each line shall designate which of the following named minimum rates he wishes to be applied:

Minimum rate of 35 cents per ton.
Minimum rate of 30 cents per ton.
Minimum rate of 25 cents per ton.
Minimum rate of 25 cents per ton.
Minimum rate of 20 cents per ton.
Minimum rate of 15 cents per ton.
Minimum rate of 10 cents per ton.

The rate receiving the greater number of votes to be then submitted to this meeting for consideration.

The following is the vote:

C. C. C. & St. L.—Votes for the 35c per ton.
Wabash—Votes for the 35c per ton.
L. E. & St. L.—Votes for the 35c per ton.
Vandalia Line—Votes for the 35c per ton.
Illinois Central—Votes for the 35c per ton.
Mobile & Ohio—Votes for the 35c per ton.
T. St. L. K. C.—Votes for the 35c per ton.
C. P. & St. L.—Votes for the 35c per ton.
St. L., B. & S.—Votes for the 35c per ton.
St. L. C. & St. P.—Votes for the 35c per ton.
Baltimore & Ohio—Votes for 20c per ton.
L. & N.—Votes for 25c per ton.
St. L., P. & N.—Absent.

Ten vote for 35 cents, one line votes for 25 cents, and one line votes for 20 cents per ton.

After full discussion, wherein it was found that a 35 cent-per-ton rate could not be maintained on account of the existing 25 cent contract of the C. P. &. St. L Railway, the following was introduced by Mr. Randolph, seconded by Mr. Hudson and unanimously adopted:

Resolved, That the minimum rate on coal to East St. Louis be reduced to 25 cents per ton of 2,000 pounds; and be it further

Resolved, That the agreed differentials applying from distant territories be reduced accordingly; except

that the differentials from Sandoval, Odin and Salem may be made 7½ cents per ton higher than the minimum rate; and be it further

Resolved, That this rate applies on all coal,—Railroad coal as well as Commercial coal; and be it further

Resolved, That these rates shall become effective as soon as the Association tariff can be issued by the Joint Agent.

The following is the vote:

C. C. C. & St. L.—Vote reserved. Vote Aye.
Wabash—Vote reserved. Vote Aye.
B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—Declines to vote.
Vandalia—Aye, subject to approval. (Vandalia vote approved by letter.)
Illinois Central—Aye.
Mobile & Ohio—Aye.
T. St. L. & K. C.—Aye.
St. L. P. & N.—Absent. (Vote Aye by letter.)
C. P. & St. L.—Declined to vote.
St. L. B. & S.—Aye.
St. L., C. & St. P.—Declined to vote.

The resolution is declared carried, and the 25 cent rate becomes the Association rate.

The meeting on motion adjourned.

Joseph Ramsey, Chairman.

E. M. Ward, Joint Agent."

Letters from the St. L. P. & N. and the Vandalia Railways approving of the reduction in the minimum rate to 25 cents per ton.

St. Louis, Mo., June 3, 1897.

Mr. Wm. E. Guy, P. & G. M., St. L., P. & N. Ry., City.

Dear Sir: Confirming my telephone message of yesterday, I beg to advise that, after five hours session, the lines, in their meeting of June 2nd, adopted a resolu-

tion to reduce the minimum rate on all coal to 25 cents per ton, with the agreed differentials applying from distant territories. All lines were present, excepting the St. L. P. & N. Ry., and voted "Aye." It was thought this was the best step to take in view of all the conditions.

I would be pleased to have you advise me by letter how you desire the vote of your company recorded. Of course, you understand that the rates were reduced because of the contract of the C. P. & St. L. Ry. with the Consolidated Coal Company. While unanimous consent is necessary for a reduction of rates, the lines, immediately on adjournment of the meeting, put in the reduced rate without waiting for the vote of the St. L., P. & N. These rates took effect by all lines on the morning of the 3rd of June. Joint Tariff No. 5, showing reduced rates, is issued today, effective June 3rd, 1897.

Yours truly,

E. M. Ward, Joint Agent.

St. Louis, Mo., June 4, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Your favor of June 3rd received. I presume the lines took it for granted that we would agree to the rate, which is correct, and you can record our vote in the affirmative for 25 cents per ton.

Yours truly,

Wm. E. Guy, President.

St. Louis, Mo., June 3, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: I am in receipt of the following message from our Receiver, Mr. V. T. Malott:

"Your vote at yesterday's meeting in the matter of minimum rate on coal from inner group mines is approved."

This is for your information.

Yours truly,

N. W. Taylor, G. F. A."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 5," as follows:

Meeting of the St. Louis Coal Traffic Association.

Friday, July 16th, 1897, 10:30 A. M.

There were present:
Joseph Ramsey, V. P. & G. M., Wabash Railway.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry.
W. W. Peabody, Coal Tr. Mgr., B. & O. S. W. Ry.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
N. W. Taylor, G. F. A., Vandalia Line.
C. F. Parker, Genl. Agt., Ill. Central Ry.
W. E. Keepers, G. F. A., Ill. Central Ry.
Geo. E. Lary, A. G. F. A., Ill. Central Ry.
M. C. Markham, Asst. Tr. Mgr., Ill. Central Ry.
J. P. Poe, G. F. A., M. & O. R. R.
Wm. E. Guy, President, St. L., P. & N. R. R.
The L. E. & St. L., T. St. L. & K. C. and the C. P. & St. L. Railways were absent.

This is the regular quarterly meeting.

The joint agent stated that there seemed to be some misunderstanding as to whether the tonnage agreement was still in effect, in view of statements made by several of the lines in the meetings of May 25th and June 2nd, and that the question of balances should also receive the attention of the lines,

Mr. Ramsey stated, that, in view of the statements made and the notices given in the meetings of May 25th and June 2nd, that the tonnage agreement could not be enforced after June 1st, 1897, that it would be unjust for some of the lines to maintain that agreement while other lines, carrying 30 per cent or more of the tonnage, remained outside and refused to participate in the burdens which were necessary.

Mr. Markham stated that the Illinois Central Railway is willing to settle balances up to and including May 31st, 1897, but it is not willing, in view of the fact that notice had been given by some of the lines at the meetings of May 25th and June 2nd, 1897, that they were unwilling to continue in the tonnage agree-

ment, with 30 per cent of the traffic outside of that agreement, to settle any balances after May 31st, 1897. He also stated, that when the Illinois Central Railway accepted 16 9-10 per cent as its proportion of the coal traffic, it was with the understanding that all lines would be members of the association, and that full agreed and remunerative rates would be maintained.

Mr. McChesney stated, that in view of the statements made by Mr. Van Den Berg, and himself, at the meeting on May 25th and June 2nd, to the effect that the L. & N. Railroad was unwilling to continue in the percentage agreement, when certain lines outside of that agreement were carrying 30 per cent of the traffic, and also in view of the qualified vote of the L. & N. Railroad to continue in the association only in the event of all the lines being members of the same, he did not feel that the L. & N. Railroad was bound by the tonnage agreement of July 21st, 1898, after June 1st, 1897. He felt in view of the position taken by several of the lines, that that agreement terminated on May 31st, 1897, that no line should be called on to adjust balances after that date.

Mr. Peabody stated that if the integrity of the association could be assured, and if rates could be restored and maintained, he was willing to proceed under the old agreement, whether all lines were members or not, if the best interests of the lines could be preserved thereby. The fact that the receiver lines were carrying 30 per cent of the traffic has been known to all members of the association for sometime past, and as this did not affect the tonnage agreement before, he did not think it should affect it now or at any time in the future, unless conditions became much worse than they are at present; he was willing to agree to any plan that would seem likely to secure and maintain rates and insure an equitable division of the traffic. He did not think the tonnage agreement should be abandoned, and that in his judgment, balances to June 30th, 1897, should be settled.

Mr. Poe stated that during the past few months, the conditions have not changed; that the same con-

ditions are present today that were present three and six months ago, and he could see no good reason for abandoning the tonnage agreement, for in no other way could rates be maintained than by an agreement which provides for a just apportionment of the traffic and settlement of balances on a reasonable basis.

Mr. Guy stated that he thought the notice given and the statements made at the meetings of May 25th and June 2nd, justified the lines in abandoning the tonnage agreement, as it was too much a burden for a few of the lines to maintain an agreement of this kind when other lines carrying 30 per cent of the tonnage and receiving all benefits, assumed none of the obligations which the agreement incurred.

Mr. Holliday stated that the fact that 30 per cent of the coal was handled by lines which are unwilling to be bound by the tonnage agreement, has been known to the various members of the association for months past, and he could not see, therefore, why, if the tonnage agreement was necessary during the past, it should not be in the future; that there were no developments in the situation at present time which justified the abandoning of the tonnage agreement.

Mr. Parker stated that the Illinois Central Railroad must insist on the notice given, that it could not undertake, as an excess line, to bear the heavy burdens which must be thrust upon it, when 30 per cent of the traffic was handled by lines unwilling to be governed by the agreement.

Mr. McChesney stated that the notice given by the L. & N. Railroad at the meetings of May 25th and June 2nd, must be considered, as far as that company was concerned, final and binding, and that it would not be bound by the tonnage agreement after May 31st, 1897.

After some further discussion, the chair was asked for a ruling on the subject:

The chair ruled that inasmuch as notice had been given at the meetings of May 25th and June 2nd, that the L. & N. R. R. would not be bound by the tonnage agreement with 30 per cent of the coal handled by lines outside of the association, he was forced to the con-

clusion that that agreement was terminated and that no line was bound by its provisions after May 31st, 1897. It should be borne in mind, however, (and this, with the consent and understanding of all the lines), that the other agreement, providing for the maintenance of the Coal Traffic Association and for uniform rates, is still in effect and binding on all the members.

The question of contracts was next taken up, and after full discussion, the following, which is a ruling of the executive committee, was unanimously adopted:

Resolved: That no contracts should be protected at the 35c. rate for a longer period of time than *one year from* August 1st, 1897; that is to say, all contracts, which are to be protected on the 25c rate, *must not* extend beyond *August 1st, 1898*. No line should, *Without the consent of the* association, undertake the protection of *any contract* for a *longer period* of *time* than *one year* at a less rate than 35c per ton.

This ruling is not intended to abridge the right of any line to protect contracts at the 25c rate; it is intended *only to prevent* their protection *after August* 1st, 1898, at that rate.

Mr. Ramsey gave notice to the association that the Wabash Railway would not assume the percentage of the C. P. & St. L. Railroad after June 1st, 1897, and that from that date, if the tonnage agreement is continued, the Wabash Railroad cannot, and will not, be responsible for the tonnage of that line.

On motion the meeting adjourned.

Joseph Ramsey, Chairman. E. M. Ward, Joint Agt.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 6"; as follows:

Meeting of the St. Louis Coal Traffic Association.

Wednesday, August 25th, 1897, 2 P. M.

There were present:

Joseph Ramsey, V. P. & G. M., Wabash Railway.

W. S. McChesney, Supt. Terminals, L. & N. R. R.

R. A. Campbell, G. F. A., L. E. & St. L. R. R.

N. W. Taylor, G. F. A., Vandalia Line.
G. L. Stevens, C. C., Vandalia Line.
W. J. Scott, D. F. A., T. St. L. & K. C. R. R.
Wm. E. Guy, President, St. L. P. & N. R. R.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. R. R.
C. W. Galligan, G. F. A., St. L. C. & St. P. R. R.

The following lines were absent:

B. & O. S. W.; Illinois Central; M. & O. and C. P. & St. L. railways.

The meeting was called to order by the Chairman, Mr. Ramsey.

The Joint Agent stated that the meeting had been called on the request of the Illinois Central Railway, with a view of restoring the 35 cent rate on coal to East St. Louis; that Mr. Parker, of the Illinois Central, had requested a vote by letter or wire on the proposition to restore the 35 cent rate, and this having failed of unanimous consent,—the Big Four and Wabash having declined to vote, and the B. O. & S. W. and L. & N. Railways having voted in the negative, Mr. Parker thought it necessary to consider the question at a meeting of the Association. Several attempts having been made to agree upon a date at which all lines could be represented, and as some of the lines were unable to be represented on Friday, the 27th, it was thought advisable to secure a conference of the St. Louis representatives of coal carrying lines to consider the question, and the meeting was accordingly called for today.

The following letters from Mr. Parker were read:

St. Louis, Mo., August 17, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Upon receipt of this communication, will you please take up by wire with the various Companies members of the Association, and ask if it is agreeable that the minimum rate should be advanced to 35 cents, taking effect on Thursday, the 19th, with a corresponding advance in the various differentials.

I am advised that the M. & O. have taken independent action and will advance their rates to the figures above,

beginning with tomorrow, Wednesday the 18th. I think it advisable, however, if it can be done, to get a vote of the Association on this question, and have an advance on all the lines. I assume that you can get a wire vote.

Answer as promptly as you can do so and oblige,

Yours truly,

C. F. Parker, G. A.

St. Louis, Mo., Aug. 18, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Referring to the action taken at a meeting of the association held on July 16th, in which it was decided that no contracts should be protected at the 25 cent rate for a longer period of time than one year from August 1st, 1897.

I would request that a meeting of the Executive Committe be immediately called, in order to extend the time in which the 25 cent rate will be protected on contracts. As the matter now stands, our operators are unable to figure on any contracts at all, as none are made for less than one year, whereas their competitors on other lines are able to meet the conditions.

I think it important that this meeting should be called immediately.

Will you kindly call the Executive Committee together? I should be pleased to be present when this question is considered.

Yours truly,

C. F. Parker, General Agent.

After full discussion, wherein the question of restoration of the minimum rate of 35 cents per ton was considered by all lines, in which it developed that all lines present were anxious for a restoration of the 35 cent rate, provided the conditions were such as to justify the hope that this rate could be maintained, the following resolution was offered by Mr. Guy, seconded by Mr. Holliday and unanimously adopted:

Resolved, That in the opinion of the lines here represented, an advance in the rate to 35 cents is desirable, but so long as open contracts are held by some of the

coal producers on associated lines at 25 cents or less. which contracts extend for a period of one year or more from August 1st, it is not deemed practicable to maintain a 35 cent rate, unless such contracts are terminated, or limited so as not to affect contracts placed hereafter, or the open market consumption; and further

Resolved, That the minimum rate agreed to by the lines, does not prevent any road from advancing its rate, if it desires to do so; and, therefore, no authority from this association is necessary to permit the Illinois Central Railway to advance its rate to 35 cents per ton.

Vote:

C. C. C. & St. L.—Aye.
Wabash—Aye.
B. & O. S. W.—Absent. (Vote "Aye" by letter.)
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye.
Illinois Central—Absent.
M. & O.—Absent.
T. St. L. & K. C.—Aye.
St. L. P. & N.—Aye.
C. P. & St. L.—Absent.
St. L., B. & B.—Absent.
St. L., C. & St. P.—Aye.

The question of extending the time for which contracts at the 25 cent rate should be protected, was next taken up and the following was offered by Mr. McChesney and seconded by Mr. Holliday:
McChesney and seconded by Mr. Holliday:

Resolved, That the lines here represented *are opposed* to the application of the Illinois Central Railway for an *extension* of the time fixed in the resolution of July 16th, for the protection of contracts on the 25 cent rate. The Joint Agent to secure from the lines not here present, their vote by letter on this resolution.

Vote:

C. C. C. & St. L.—Aye.
Wabash—Aye.
B. & O. S. W.—Absent. (Vote "Aye" by letter.)
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye.
Illinois Central—Absent. (Votes No by letter.)
M. & O.—Absent. (Votes Aye by letter.)
T. St. L. & K. C.—Aye.
St. L., P. & N.—Aye.
C. P. & St. L.—Absent.
St. L. B. & S.—Aye. (Votes No by letter.)
St. L. C. & St. P.—Aye.

The resolution having received a majority in the affirmative is adopted. The lines decline to extend the date.

(The following is the rule which was adopted at the *meeting* of July 16th, 1897, and to which the above resolution refers:

Resolved: That no contracts should be protected at the 25 cent rate for a longer period of time than *one year from August 1st, 1897*, that is to say, all contracts, which are to be protected on the 25 cent rate, *must not* extend beyond *August 1st, 1898*.

No line should, *without the consent of the Association* undertake the protection of *any contract* for a *longer period of time* than *one year* at a less rate than 35 cents per ton.

This ruling is not intended to abridge the right of any line to protect contracts at the 25 cent rate; it is intended *only to prevent* their protection *after August 1st, 1898*, at that rate.

See next page for letters of the B. & O. S. W. Ry., M. & O. Ry. and Illinois Central Ry. voting on the above resolution:

Joseph Ramsey, Chairman.

E. M. Ward, Joint Agent.

Cincinnati, O., August 27, 1897.

Mr. E. M. Ward, Joint Agent, St. Louis, Mo.

Dear Sir:—On the resolution passed on the request of the Ill. Central Ry., for the extension of the time for the protection of contracts at the 25 cent rate, voted on at the meeting of coal carrying lines held in your office, Wednesday, the 25th, at which this company was not represented, you may record our vote in the negative.

We are unwilling to vote "Aye" on any proposition to change the present status of the association as to rates, contracts or other matters.

Yours truly,

W. W. Peabody, Coal Traffic Mgr.

St. Louis, Mo., August 27, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir:—Replying to your circular letter of the 25th, relative to the meeting of the association on Wednesday, the 25th:

I note that a motion to extend the time fixed in the resolution of July 16th, for the protection of contracts on the 25 cent rate, was lost by vote of the Association.

I wish to record our vote in favor of the motion.

I fail to understand the reason for the lines' action in their refusal to extend the time, and I see nothing for us to do but to arbitrarily take action to protect our interests in this matter. I do not give this as a notice to that effect, as I want to make further investigation, but as the matter now stands, we are called upon to say to our coal operators that they cannot take any more contracts on the 25 cent basis. This means that operators on other lines that are willing to protect contracts for one year, will get the business.

Will let you hear further from me on this subject.

Yours truly,

C. F. Parker, General Agent.

St. Louis, Mo., August 30, 1897.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir:—Replying to yours of the 25th inst., the Mobile & Ohio R. R. desires to cast a negative vote on the extension of the time limit to contracts at the 25 cent rate.

Yours truly,
J. T. Poe, G. F. A.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 7"; as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC ASSOCIATION.

Wednesday, September 29th, 1897—1:30 p. m.

There were present:
Jos. Ramsey, V. P. & G. M., Wabash Railroad.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. R. R.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
N. W. Taylor, G. F. A., Vandalia Line.
R. A. Campbell, G. F. A., L. E. & St. L. R. R.
Geo. E. Lary, A. G. F. A., Ill. Central R. R.
J. T. Poe, G. F. A., M. & O. R. R.
Wm. E. Guy, President, St. L. P. & N. R. R.
W. W. Peabody, Coal Tr. Mgr., B. & O. S. W. R. R.
W. J. Scott, D. F. A., T. St. L. & K. C. R. R.
Henry Gays, President, C. P. & St. L. R. R.
C. W. Galligan, G. F. A., St. L. C. & St. P. R. R.

The meeting was called to order by the chairman, Mr. Ramsey, who asked the joint agent to object of the meeting.

The joint agent stated that this was the regular quarterly meeting which should fall on October 12th; that he had called it two weeks earlier so as to give the lines an opportunity to restore the rate, if it was thought advisable to do so, on October 1st; that it seemed the coal miners' strike was over, and as the market was short upwards of two hundred thousand

tons of coal because of this strike, which shortage would move in the next three or four months, in addition to the regular tonnage for this period, and as about one million tons of uncontracted coal would move during the next six months, it would be a good time to restore the rate on free or uncontracted coal handled during the fall and winter months.

Mr. Ramsey stated that the coal situation was in bad shape; that the strike did not lead to nor did it cause the present conditions, nor would a suspension improve present conditions. He did not see how the rate could be restored until after next August because of the large number of contracts which had been taken on the 25 cent basis of rates extending to that time, and as all bona fide contracts *must* be protected, a restoration would not restore. However, he would ask the members their opinions regarding the restoration of rates and protection of contracts.

The question of the restoration to the 35 cent minimum rate, with the agreed differentials applying from distant territories, was taken up and after full discussion, wherein the question of contracts and the effect of these contracts on the rates was fully considered, and in view of other conditions, which seem at present irremediable, it was the unanimous opinion of the lines that the rates could not be restored at the present time.

In the discussion concerning contracts, the joint agent read the resolution of July 16th, concerning the protection of contracts at the 25 cent rate as follows:

Resolved, That no contracts should be protected at the 25 cent rate for a longer period of time *than one year* from August 1st, 1897; that is to say, all contracts, which are to be protected on the 25 cent rate, *must not* extend beyond *August 1st, 1898*. No line should, *without the consent of the association*, undertake the protection of *any contract for a longer period of time* than *one year* at a less rate than 35 cents per ton.

This rule is not intended to abridge the right of any line to protect contracts at the 25 cent rate; it is in-

tended *only to prevent* their protection *after August 1st, 1898*, at that rate.

Each line was asked if "it had departed in any manner from the above rule, limiting contracts taken at the 25 cent basis of rates to August 1st, 1898," with the following result:

C. C. C. & St. L.—Have not departed from the rule.
Wabash—Have not departed from the rule.
B. & O. S. W.—Have not departed from the rule.
L. & N.—Have not departed from the rule.
L. E. & St. L.—Have not departed from the rule.
Vandalia—Have not departed from the rule.
Illinois Central—Have not departed from the rule.
M. & O.—Have not departed from the rule.
T. St. L. & K. C.—Have not departed from the rule.
St. L. P. & N.—Have not departed from the rule.
St. L. P. & N.—Have not departed from the rule.
C. P. & St. L.—Have not departed from the rule.
St. L. B. & S.—Have not departed from the rule.
St. L. C. & St. P.—Have not departed from the rule.

After the above vote was announced, the chairman stated that the rule still holds good; that no contracts whatever will be taken on the 25 cent basis to extend beyond August 1st, 1898.

After further discussion, the following was introduced by Mr. McChesney, seconded by Mr. Gays and unanimously adopted:

Resolved: That on and after August 1st, 1898, the minimum rate on *all coal* shall be 35 cents per ton, with the agreed differentials applying from distant territories; and further

Resolved: That no contracts shall be taken at the 25 cent basis of rates to extend beyond August 1st, 1898, and for the balance of the contract year, no contracts shall be protected at less than the 35 cent basis of rates; and further

Resolved: That no contracts shall be taken covering a period of more than one year.

The following vote was taken on the above:

C. C. C. & St. L.—Aye.
Wabash—Aye.

B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye.
Illinois Central—Aye.
M. & O.—Aye.
T. St. L. & K. C.—Aye.
St. L. P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—Aye.
St. L. C. & St. P.—Aye.

The expense account of the Coal Association for the months of August and September was next taken up, objection having been made by the Mobile & Ohio to its proportion of the expense for the month of August. Owing to the coal miners' strike, two or three of the lines have handled all or nearly all of the coal which moved during August and September, and the expense of the association, being assessed against the lines in accordance with the tonnage carried, fell principally upon two or three of the lines. After full discussion, the following was unanimously adopted:

Resolved: That the expense account of the Coal Association for the months of August and September be referred to the executive committee to decide what proportion shall be assessed against each line.

On motion the meeting adjourned.

Jos. Ramsey, Chairman.

E. M. Ward, Joint Agent.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 8"; as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC ASSOCIATION.

Friday, April 8th, 1898.—10:30 a. m.

There were present:
George T. Jarvis, Receiver, L. E. & St. L. R. R.
R. A. Campbell, G. F. A., L. E. & St. L. R. R.

S. T. McLaughlin, G. F. A., B. & O. S. W. R. R.
W. W. Peabody, A. G. F. A., B. & O. S. W. R. R.
Jos. Ramsey, V. P. G. M., Wabash R. R.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. R. R.
N. W. Taylor, G. F. A., Vandalia R. R.
T. J. Hudson, Tr. Manager, Illinois Central R. R.
C. F. Parker, General Agent, Illinois Central R. R.
W. E. Keepers, G. F. A., Illinois Central R. R.
George E. Lary, A. G. F. A., Illinois Central R. R.
J. M. Denyven, A. G. F. A., Mobile & Ohio R. R.
W. J. Scott, D. F. A., T. St. L. & K. C. R. R.
W. E. Guy, President, St. L. P. & N. R. R.
George B. Simpson, G. F. A., St. L. P. & N. R. R.
Henry W. Gays, General Manager, C. P. & St. L. and Bluff Line Rys.

On roll call all lines were shown to be present.
Mr. Ramsey, chairman.

The following list of subjects was submitted for consideration:

Has the association reached the end of its usefulness.

Is it possible to re-form it, giving the lines an equitable portion of the traffic.

Are the lines—all of them—willing to accept an equitable proportion of the tonnage.

The lines should not overlook the fact that if an agreement is not reached, it will be impossible to maintain the 25 cent rate. This is a condition from which there is no escape. By far the greater portion of the tonnage will be handled at a rate as low, if not lower, than 20 cents per ton. Present indications promise an increase in tonnage of 15 per cent over the highest year. This tonnage at 35 cents per ton, minimum, produces a revenue of $1,300,000.00; the same tonnage at 20 cents per ton produces a revenue of $720,000.00. If the rate drops to 20 cents per ton, there will be a sacrifice in revenue of at least $600,000.00 per year. In demanding big percents, the lines should consider

whether 8 per cent of $1,300,000.00 is not better than 11 per cent of $720,000.00. If the subject of percents is approached in a spirit of compromise, the question of remunerative rates will be easy to solve.

In the event the association is formed to become effective on April 1st, are the lines in shape to restore the rates on August 1st, 1898.

Has the resolution of July 10th and September 29th been lived up to by all lines.

If the association is dissolved, are the lines willing to continue the office as a statistical bureau, contributing to the expense on a tonnage basis.

Should differentials be established for the St. L. P. & N., the C. P. & St. L. and Bluff Line Railways.

The joint agent explained that this was the regular April quarterly meeting of the association, and as a number of lines had served notice of withdrawal, effective April 8th, the subject of the meeting was to ascertain if the association had reached the end of its usefulness, and if it was the desire of the lines to abandon it. He stated that the following lines had served notice of withdrawal: The C. C. C. & St. L.; the Wabash; the B. & O. S. W.; the L. E. & St. L.; the Vandalia; the Mobile & Ohio, and the St. L., P. & N. Rys. These lines, with the C. P. & St. L. and Bluff Line Rys., made nine lines, which after this date would be outside of the association. The lines not serving notice of withdrawal are the L. & N., the Illinois Central, the T. St. L. & K. C. and the St. L., B. & S. Rys.

The chairman asked the withdrawing lines to give a reason for so doing.

L. E. & St. L.—Mr. Campbell explained that his line had not been a signatory member of the agreement, but had promised, and up to this date had fulfilled, all the rules and rates of the association, and, not a party to the tonnage agreement, he had fulfilled the obligations under the rate agreement, excepting that he had not paid his proportion of the expenses; he stated that within the past few months he had contributed a small amount and expected to do so until the 1st of August

next, when he hoped to become a full member of the association, if the rates were restored to the contemplated basis. His recent notice of withdrawal was made necessary because of the notices of withdrawal of other lines.

B. & O. S. W.—Mr. Peabody explained that the B. & O. S. W. had withdrawn because the Big Four and Wabash had withdrawn, and because other lines which should bear their full proportion of the expense were not doing so. He felt that with only a few lines in the association, the expense would be disproportionate to the benefits derived. He hoped that in serving his notice of withdrawal matters would be brought to a focus and an understanding reached whereby all lines would participate proportionately in the expense and some plan adopted which would realize the benefits supposed to be derived through the association.

C. C. C. & St. L.—Mr. Holliday explained that the Big Four withdrew from the association because it thought that the association was of no benefit to any one and especially to the Big Four; that if present conditions continued to prevail, no benefits could be derived. He thought that in serving notice of withdrawal, matters would so shape themselves as to bring about an agreement whereby all lines would contribute proportionately to the expense and an understanding reached concerning the restoration and maintenance of rates.

Wabash—Mr. Ramsey stated that the position of the Wabash was somewhat similar to the Big Four. He felt there was entirely too many lines outside of the association, and, unless there was full co-operation by all lines, each line paying its proportion of the expense and assuming the other burdens of the association, the best interests of the Wabash demanded that it withdraw. With 25 per cent of the traffic outside of the association, carried by lines which were not bound by its obligations, he felt that the obligations upon the Wabash were such that they could not be maintained without a sacrifice of revenue. The Wabash has been

in a position within the recent past to make contracts for a large tonnage of coal, much larger than it had ever carried, but as it was bound by the rules of the association and recognizing its obligations to the other lines it would not do it. Meanwhile, the Wabash has seen its traffic handled by other lines which were in no wise bound by the rules of the association and at rates menacing the entire coal situation. The Wabash is as anxious for the restoration and maintenance of rates as any line and it believes it can best be done through the agency of the association, but it cannot be done with four or five or even one important coal-carrying line on the outside. All lines must be full members of the association or remunerative rates cannot and will not be restored on August 1st.

St. L., P. & N.—Mr. Guy stated that his line served notice of withdrawal because other lines had withdrawn, and because, with so many lines outside of the association contributing nothing towards its maintenance, the burden of expense must, of necessity, fall upon those who remained on the inside.

After some further discussion, the resolution of July 16th and September 29th concerning the protection of contracts at the 35 cent rate up to August 1st, was read as follows:

Resolved, That on and after August 1st, 1898, the minimum rate on all coal shall be 35 cents per ton, with the agreed differentials applying from distant territories; and further

Resolved, That no contracts shall be taken on the 25 cent basis of rates to extend beyond August 1st, 1898, and for the balance of the contract year no contracts shall be protected at less than the 35 cent basis of rates; and further

Resolved, That no contracts shall be taken covering a period of more than one year.

On motion of Mr. Parker, seconded by Mr. McChesney, the lines were asked if the above resolution had been faithfully lived up to in the following:

"Has any line contracts in conflict with the above resolution, and has any line a contract which will prevent the putting into effect of the rates on August 1st."

On roll call the lines replied as follows:

C. C. C. & St. L.—We have no contracts, neither will we make any.

Wabash—Same as above.

B. & O. S. W.—No contracts in conflict with that resolution.

L. & N.—Same as B. & O. S. W.

L. E. & St. L.—Same as B. & O. S. W.

Vandalia—Same as B. & O. S. W.

Illinois Central—We are abiding by that agreement absolutely.

Mobile & Ohio—We have not violated that agreement.

T. St. L. & K. C.—My information from Mr. Weed is that we are, and have been guided by that resolution, and have no contracts in conflict with it.

St. L. P. & N.—We have no contracts in conflict with the resolution.

C. P. & St. L.—We have no contracts in conflict with the resolution.

St. L. B. & S.—Same position as the Illinois Central.

St. L. C. & St. P.—Same position as the C. P. & St. L.

Mr. Campbell—Mr. Chairman: If that agreement has been absolutely lived up to, and if there are no contracts which will prevent the putting into effect of the restoration of rates on August 1st, it seems to me that these lines are in a better position than they have been for the past four or five years.

Mr. Parker—Mr. Chairman: I agree that the lines are better prepared to restore the rates than they have been in years.

On motion of Mr. Guy, seconded by Mr. McChesney, the lines were asked if they would join in the maintenance of an association, having for its object the restoration and maintenance of rates.

The following expressions were made on roll call:

C. C. C. & St. L.—Mr. Holliday: As far as the Big Four is concerned we do not object to becoming a member of the association, provided there is some action taken towards advancing the minimum rate, but if the association is continued on the 25c basis we are not willing to become a member; because under such conditions we can handle coal without the assistance of the association. If the Chicago & Alton is not to become a member of the association, the lines will run up against the same snag as they did before. The Big Four thinks it is absolutely essential to the maintenance of a 35 cent rate for the Chicago & Alton to be a member of the association.

Wabash—Mr. Ramsey: The Wabash has no desire to disrupt the association and is willing to remain in the association provided all lines are members and the expense is borne according to the tonnage carried, and provided also the rates are restored and maintained.

B. & O. S. W.—Mr. Peabody: We are willing to become a member of the association provided rates will be restored on the 1st of August and maintained; and all lines are to be members, participating in the expense of the association on the tonnage basis instead of an arbitrary amount being set aside for certain lines.

L. & N.—Mr. McChesney: The position of the L. & N. is that we are for the association and that we will be full members on any basis contemplating the restoration of and maintenance of rates. I do not agree with the views expressed by the gentlemen that the association has been of no benefit for the past year. I claim it has been of great benefit. I do not agree with Mr. Holliday that the Chicago & Alton is essential to the maintenance of the association. It is a policy of that company to belong to no association. They have always maintained whatever rates we adopted, and this association has never been obliged to complain of the C. & A. in the matter of rates.

L. E. & St. L.—Mr. Jarvis: We are willing to come in and be a member of the association provided the

pooling feature is omitted and all other important coal-carriers are members.

Vandalia—Mr. Taylor. The Vandalia has always been a member of the association and has never at any time been a stumbling block to its success. We will continue to be a member of the association provided the rates are restored and maintained, and provided also, that all lines are members participating in the expenses of the association on the tonnage basis.

Illinois Central—Mr. Parker: The Illinois Central has always been and is ever willing to be a member of this association on any just and equitable basis, provided, of course, that rates are restored and maintained and all lines are full members joining in the expense of the association in accordance with tonnage carried. This line does not agree with the proposition that the association has been of no benefit nor does it believe that the membership of the C. & A. is essential to its success.

T. St. L. & K. C.—Mr. Scott: My instruction from Mr. Weed is to the effect that I may vote for the continuance of the association for the restoration and maintenance of rates and for statistical purposes and that we agree to pay our proportion of the expense according to tonnage carried. Any question of percentages must be referred to the executive officers, as I have no instructions from them on that point. This line is willing to join in the maintenance of the 35 cent rate.

Mobile & Ohio—Mr. Denyven: The Mobile & Ohio is willing to join the association again provided rates are restored on August 1st, and maintained; and provided also that some plan is devised whereby the Mobile & Ohio Railroad can be assured of its just proportion of the traffic, but I do not understand how this is to be brought about. From present instructions I am not advised that we will come in on any other basis. (See letter on last page.)

C. P. & St. L.—Mr. Gays: This line is willing to come in and be a full member of the association, provided rates are restored and maintained; we are will-

ing to come in with or without an agreement concerning tonnage.

St. L. P. & N.—Mr. Guy: This line is willing to join the association on any just plan which will restore and maintain the rate. We do not share the opinion that the membership of the C. & A. R. R. is essential.

St. L. B. & S.—Same position as the Illinois Central.

St. L. C. & St. P.—Same position as the C. P. & St. L.

The Chairman: It would seem, gentlemen, that there is no serious obstacle in the way of the lines getting together to restore and maintain the rate.

After further discussion the following was introduced by Mr. McLaughlin and seconded by Mr. McChesney:

Resolved: That the association be continued upon the division-of-traffic basis, such division to be agreed upon hereafter.

The following is the vote taken on the above:

C. C. C. & St. L.—Aye.
Wabash—Aye.
B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—No.
Vandalia—No.
Illinois Central—Aye.
Mobile & Ohio—Aye.
T. St. L. & K. C.—Not prepared to vote. Under my instructions from Mr. Wood, I cannot vote on this proposition.
St. L. P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—Aye.
St. L. C. & St. P.—Aye.

There being two negative votes the resolution was declared lost.

The following resolution was offered by Mr. McLaughlin, seconded by Mr. Parker and unanimously adopted:

Resolved, That the association be continued on the basis of an absolute observance of the maintenance of rates and that the joint agent's office be continued for statistical purposes; it being understood that all coal-carrying lines are to become members of the association except the Chicago & Alton.

The following was the vote taken on the above:

C. C. C. & St. L.—Aye, with the understanding that some arrangement can be made for reducing the expenses.

Wabash—Aye.

B. & O. S. W.—Aye.

L. & N.—Aye.

L. E. & St. L.—Aye, with the understanding that the expenses are to be borne by all members in proportion to tonnage carried.

Vandalia—Aye, subject to approval (See letter last page.)

Illinois Central—Aye.

Mobile & Ohio—Not prepared to vote for this at the present time. If the rate is to be restored and maintained after August 1st, our company will doubtless become a member of the association with that understanding. (Vote passed with the understanding that the M. & O. would vote by letter after communicating with Mr. Russell. See letter last page).

T. St. L. & K. C.—Aye, with the understanding that this vote is in accordance with the avowed policy of this line touching membership in the association.

St. L. P. & N.—Aye.

C. P. & St. L.—Aye.

St. L. B. & S.—Aye.

St. L. C. & St. P.—Aye.

The following was introduced by Mr. Ramsey, seconded by Mr. McChesney and unanimously adopted:

WHEREAS, All the lines present, except one, have voted to continue the association, but some of the mem-

bers are of the opinion that certain changes are desirable in the agreement; and

WHEREAS, It will take time to carefully revise the old agreement; be it

Resolved, That a committee of five (5), consisting of the three members of the executive committee with two more added thereto, be appointed to revise said agreement and to make report thereon, at the earliest possible date, and that the joint agent submit such report to the members of the association for their vote by letter, and that upon its approval by all of the lines, the revised agreement be signed by the executive or other proper officer of each of the companies, members of the association, and that, pending the adoption by the association of such revised or amended agreement, all lines be bound by the rules and carry out all the obligations of the present agreement.

The names of the Special Committee, to whom is referred the question of a new agreement, are as follows:

C. F. Parker, Chairman, Henry Gays, N. W. Taylor, W. S. McChesney and W. D. Holliday. The committee is composed of three members of the executive committee and Messrs. Gays and Parker.

The following was offered by Mr. McChesney, seconded by Mr. Parker and unanimously adopted:

Resolved, That the resolution of July 16th and September 29th be re-affirmed, and that the minimum rate, with the usual differentials, be restored, to 35 cents per ton on and after August 1st, 1898.

Resolution of September 29th:

Resolved, That on and after August 1st, 1898, the minimum rate on all coal shall be 35 cents per ton, with the agreed differentials applying from distant territories; and further

Resolved, That no contracts shall be taken on the 25 cent basis of rates to extend beyond August 1st,

1898, and for the balance of the contract year no contracts shall be protected at less than the 35 cent basis of rates; and further

Resolved, That no contracts shall be taken covering a period of more than one year.

On motion the meeting adjourned.

Jos. Ramsey, Chairman.

E. M. Ward, Joint Agent.

See next page defining position of Vandalia and Mobile & Ohio.

TELEGRAM.

Indianapolis, Ind., April 15th, 1898.

N. W. Taylor, G. F. A., Vandalia Line, St. Louis, Mo.

Replying to your message. You may notify Mr. Ward that your vote is approved.

V. T. Mallot.

St. Louis, Mo., April 11th, 1898.

Mr. E. M. Ward, Joint Agent, St. Louis, Mo.

Dear Sir:—Referring to our conversation today, the position of the Mobile & Ohio Railroad is shown by the following copy of telegram which I have this day sent to Mr. Knott, First Vice President of the L. & N. R. R.:

"Your message 8th from Washington, D. C. If the proposed new contracts or agreement for the association is satisfactory, the M. & O. will become a member of the Coal Association, provided rates are advanced as contemplated August 1st, 1898, with no considerable contracts extending beyond that period. If the rates are not advanced at that time, and if material contracts are found extending beyond that period, we will withdraw at once."

This of course carries with it the understanding that all other coal-carrying lines will become members of the association with the possible exception of the Chicago & Alton R. R. Yours truly,

J. T. Poe, G. F. A.

Proceedings of meeting have been delayed waiting for confirmation of vote.

E. M. W., J. A.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 9"; as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

(Special Meeting.)

May 19th, 1898. 10:30 A. M.

There were present:
S. R. Knott, 1st Vice President, L. & N. R. R.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
C. F. Parker, Genl. Agent, Illinois Central R. R.
Geo. E. Lary, A. G. F. A., Illinois Central R. R.
Walter Nichols, Genl. Agent, C. C. C. & St. L. R. R.
W. J. Scott, G. F. A., T. St. L. & K. C. R. R.
Jos. Ramsey, V. P. & G. M., Wabash R. R.
Geo. L. Stevens, Chief Clerk, Vandalia Line.
W. W. Peabody, A. G. F. A., B. & O. S. W. R. R.
W. S. McLaughlin, G. F. A., B. & O. S. W. R. R.
R. A. Campbell, G. F. A., L. E. & St. L. R. R.
J. M. Denyven, A. G. F. A., M. & O. R. R.
H. W. Gays, Genl. Mngr., C. P. & St. L. and St. L. C. & St. P. Rys.
Geo. B. Simpson, G. F. A., St. L. P. & N. R. R.

The joint agent stated that the meeting had been called to consider the new agreement submitted by a special committee, which committee was appointed at the meeting of the lines held on April 8th.

The chairman asked the committee if it was ready to report.

Mr. Parker, chairman of the special committee, stated, that the agreement had been adopted by the committee unanimously and had been submitted to the lines by the joint agent. This was the only report the committee had to make.

The joint agent stated that seven lines had replied to his letter of April 14th, submitting the agreement as reported by the committee. Six of these replies were favorable and one non-committal. The Big Four, B. & O. S. W., Vandalia, C. P. & St. L. and St. L., C. & St. P. Rys. were yet to be heard from.

The following letter was read:

April 29th, 1898.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Referring to yours of April 14th and 26th: I understand from another communication received from you that a meeting of coal lines will be held early in May to discuss the proposed coal agreement. I do not care to express an opinion until the matter can be discussed.

The joint agent stated that while the contract was agreeable to the Clover Leaf, that company was unable to sign any agreement and the position of the Clover Leaf was outlined by Mr. Weed, Freight Traffic Manager, in the following letter:

April 22nd, 1898.

Mr. E. M. Ward, Joint Agent, City.

Dear Sir: Referring to your letter of April 14th to all coal-carrying lines enclosing copy of agreement as proposed: I have presented the document to the Receiver and am advised by him that he is not prepared to sign an agreement of this nature with any association, but is prepared to co-operate and work in harmony with whatever lines of organization may be adopted by the coal-carrying roads at St. Louis. His policy is identical in the present as in the past, being under instruction of the United States Court to sign no document of this character. I believe it should not prevent the other lines going ahead with the agreement; we to line up with the methods agreed upon.

W. S. WEED, F. T. M.

The Chairman: Gentlemen, you have the committee's report before you in the shape in a proposed

agreement. Before proceeding to roll call on the adoption of the agreement, is there any clause in the agreement which should be discussed or modified?

Mr. Parker stated that it was well known by all the lines that a few contracts had been entered into prior to April 1st, 1896, which extended beyond August 1st, 1898, when rates are to be restored, and that these contracts had been filed and were of record with the bureau. It will be noted that the agreement does not provide for any protection of contracts after August 1st, 1898, but such contracts as were filed prior to April 1st, 1896, and which have not yet expired, must be protected under the proposed agreement.

After full discussion the following was offered by Mr. Peabody and seconded by Mr. Campbell, as an amendment to the agreement concerning railroad coal:

Resolved, That Clause B., Section 3, of the proposed agreement be amended to read as follows: All coal received as above provided, and consigned to and for use in the operating departments of railroads, terminals, bridge or ferry companies shall be known as railroad coal, and will be reported to the joint agent of this bureau accordingly. The transportation charge for railroad coal shall be as follows: When the minimum rate is 35c per ton, 10 per cent less; when 40c per ton, 15 per cent, less and when 45c per ton, 20 per cent less. This basis to apply from all territories within the jurisdiction of the bureau; provided, however, that railroad coal shall be billed and charged for at the rates effective on commercial coal and that the difference between the established tariff rate on commercial coal and the reduced rate on railroad coal as above authorized, shall be allowed only upon statements filed monthly with the joint agent of this bureau over the signature of the proper officer of the railroad company certifying that such coal has actually been received by the road for its own use; such statement to contain all information necessary to enable the joint agent to properly approve the allowance of the railroad rate.

The following amendment to the above was offered by Mr. Campbell and seconded by Mr. McLaughlin:

That these reduced rates are given with the understanding that the company for which the coal is intended shall furnish its own equipment for the transportation of such coal free of mileage in both directions. It is further understood that exceptions to this rule will be made as regards terminal or ferry companies at St. Louis.

The following vote was taken on Mr. Campbell's amendment :

C. C. C. & St. L.—No.
Wabash—Aye.
B. & O. S. W.—Aye.
L. & N.—No.
L. E. & St. L.—Aye.
Vandalia—No.
Illinois Central—No.
Mobile & Ohio—No.
T. St. L. & K. C.—No.
St. L. P. & N.—No.
C. P. & St. L.—No.
St. L. B. & S.—No.
St. L. C. & St. P.—No.

The amendment was declared lost.

The following amendment was offered by Mr. Knott and accepted by Mr. Peabody:

It being understood that when the railroad company for which the coal is intended as fuel supply, furnishes its own cars for such transportation, the mileage, both ways between East St. Louis and the mines, shall be waived.

The following vote was taken on Mr. Peabody's original motion as amended by Mr. Knott:

C. C. C. & St. L.—Aye, subject to approval.
Wabash—Aye.

B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye, subject to approval.
Illinois Central—Aye.
Mobile & Ohio—Aye.
T. St. L. & K. C.—Aye.
St. L. P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—Aye.
St. L. C. & St. P.—Aye.

The chair declared the resolution adopted and that the agreement must be amended accordingly.

The following was introduced by Mr. McLaughlin, seconded by Mr. Knott and unanimously adopted:

Resolved: That the name of the St. Louis Coal Traffic Association be changed to the St. Louis Coal Traffic Bureau.

The following was offered by Mr. Denyven, seconded by Mr. Ramsey, and unanimously adopted:

Resolved, That Clause 12 of the proposed agreement which provided that the same shall become effective on April 1st, 1898, and continue in effect until April 1st, 1899, and thereafter until sixty (60) days' notice in writing shall have been given, shall be changed to read as follows: This agreement to take effect on April 1st, 1898, and shall continue in effect thereafter until ninety (90) days' notice in writing shall have been given to the joint agent of this bureau, by any member, party hereto, of a desire to withdraw. In the event of the withdrawal of any member, other members shall have the right to withdraw on the same date, by giving notice any time prior to the expiration of the notice aforesaid.

Moved by Mr. Knott and seconded by Mr. Parker:

That the agreement as amended be adopted as a whole.

The following vote was taken on the above:
C. C. C. & St. L.—Aye.
Wabash—Aye.
B. & O. S. W.—Aye.
L. & N.—Aye.
L. E. & St. L.—Aye.
Vandalia—Aye.
Illinois Central—Aye.
Mobile & Ohio—Aye.
T. St. L. & K. C.—Aye.
St. L. P. & N.—Aye.
C. P. & St. L.—Aye.
St. L. B. & S.—Aye.
St. L. C. & St. P.—Aye.
The chairman declared the agreement adopted.

The next question taken up was the election of officers.
On motion Mr. Ramsey was unanimously elected chairman.

The following was offered by Mr. Parker and seconded by Mr. Campbell:

That the present Executive Committee be continued.

The following amendment was offered by Mr. Knott:

That the Illinois Central and C. P. & St. L. Rys. be added to the Executive Committee.
Carried unanimously.

The Executive Committee as at present constituted is composed of representatives of the following lines: C. C. C. & St. L., L. & N., Vandalia, Illinois Central and the C. P. & St. L. Rys.
A proposition was submitted by Mr. Ramsey to appoint a joint agent who shall be joint agent of the Eastbound Traffic Association and the St. Louis Coal Traffic Association. After some discussion the question was left to the Executive Committee with power to act.

On roll call each line filed the line of rates it desires to become effective on August 1st, 1898, from the mines in Illinois to East St. Louis:

C. C. C. & St. L.—Minimum rate of 35c per ton to extend to and including Hillsboro, 67 miles, with agreed differentials applying from other territories; the rate from Montgomery Mine, Witt Station, 77 miles, 42½c per ton.

Wabash—Minimum rate of 35c per ton to and including Litchfield, 49 miles, with agreed differentials applying from other territories.

B. & O. S. W.—Minimum rate of 35c per ton to and including O'Fallon, 20 miles, with agreed differentials applying from other territories; Taylorsville and Pana, 95 miles, 65c; these rates are filed with the understanding that we claim the right, if necessity requires, to make a 35c rate from Trenton.

L. & N.—Minimum rate of 35c per ton, to and including Nashville, 48 miles, with the usual differentials applying from other territories.

L. E. & St. L.—Minimum rate of 35c per ton, to and including Germantown, 39 miles, with the usual differentials applying from distant territories.

Vandalia—Minimum rate of 35c per ton, to and including Troy, 18 miles, with the usual differentials applying from distant territories.

Illinois Central—Minimum rate of 35c per ton, to extend to and including Pinckneyville, 61 miles, with the usual differentials applying from other territories, excepting that, if the B. & O. S. W. reduces the rate from Trenton, we will make a corresponding reduction from the Du Quoin, Big Muddy and Carterville districts.

Mobile & Ohio—Minimum rate of 35c per ton, to and including Willis Coal Mine at Percy, 66 miles, with the usual differentials applying from other territories, excepting that, if the Illinois Central is forced to reduce its rate from Du Quoin and other territories, we will make a corresponding reduction from the Big Muddy group.

T. St. L. & K. C.—Minimum rate of 35c per ton, to and including Coffeen, 55 miles.

St. L. P. & N.—Minimum rate of 35c per ton, to and including Litchfield, 50 miles.

St. L. B. & S.—Same as the Illinois Central.

C. P. & St. L. and St. L., C. & St. P.—Mr. Gays stated that the minimum rate of 35c per ton must apply from Staunton to and including Litchfield, 50 miles on the C. P. & St. L., and Springfield, Cantrall and Athens on the St. L. C. & St. P. and C. P. & St. L. Rys., jointly.

The lines were unwilling to extend the minimum rate to the Springfield district, and on motion of Mr. Peabody, seconded by Mr. Campbell, the question of the differential rate applying from the district via the C. P. & St. L. and the St. L. C. & St. P. Rys., was referred to the Executive Committee for investigation and report.

On motion the meeting adjourned.

Jos. Ramsey, Chairman.

E. M. Ward, Joint Agent.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 10," as follows:

MEETING OF THE EXECUTIVE COMMITTEE.

A meeting of the executive committee of the St. Louis Coal Traffic Bureau was held in the office of the chairman, Mr. Ramsey, on Tuesday, June 28th, 1898, at 2 p. m.

There were present:

R. A. Campbell, G. F. A., L. E. & St. L. Ry.
W. S. McChesney, Supt. Terminals, L. & N. R. R.
H. W. Gays, Genl. Mngr., C. P. & St. L. Ry.
C. F. Parker, G. A., Ill. Central Ry.
N. W. Taylor, G. F. A., Vandalia Line.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry.
Jos. Ramsey, V. P. & G. M., Wabash R. R.

The meeting was called for the purpose of considering the present situation regarding coal contracts for the future.

After full consideration of the correspondence on the subject, Messrs. Parker, Taylor, Campbell and the secretary were appointed a committee to confer with Mr. Wm. E. Guy, president of the St. L. P. & N. Ry., and with any other parties that might be necessary, to investigate complaints that have been made regarding certain coal contracts. The secretary was instructed to endeavor to arrange for this conference on Friday, July 1st, at 2 p. m., or as soon thereafter as possible.

The secretary reported that he had been successful in his negotiations with the Bell Telephone Company, by which the several organizations would secure its services for $25.00 per quarter, payable in advance, by having the subscription appear in the Telephone directory as "R. M. Fraser, chairman, etc."

The following resolution was adopted:

Resolved, That the secretary complete arrangements with the Bell Telephone Company, and that the St. Louis Coal Traffic Bureau is to pay one-half the subscription, the other 50 per cent to be paid by the St. Louis Eastbound Traffic Association.

The amount that should be charged the Belleville & St. Louis Traffic Bureau for services, rent, etc., was next submitted and the following offered and adopted by Messrs. Parker, McChesney and Campbell on behalf of the Belleville & St. Louis Traffic Bureau:

Resolved, That the Belleville & St. Louis Traffic Bureau should be charged for services, rent, etc., not including printing or supplies purchased for that association, $60.00 for the month of June, 1898, and from and after July 1st, 1898, $35.00 per month.

The Secretary stated that heretofore the expenses of the St. Louis Coal Traffic Bureau had been apportioned between the members, pro rata, according to their respective percentage of the coal carried during the current month; this prevented the apportioning and making of the expense statement until complete report of the traffic has been compiled.

After full consideration of the above, the following resolution was offered and adopted:

Resolved, That the secretary is hereby authorized to apportion the month's expenses of this bureau between the interested parties according to their respective percentages for the *previous month;* and it is further

Resolved, That in order to permit the secretary to settle promptly all accounts against this bureau, his bills against the roads shall be promptly paid.

The following was also offered and adopted:

Resolved, That the secretary is instructed to include in his expense account for the month of June, 1898, $200.00 to E. M. Ward, and that said amount to be paid to Mr. Ward.

The secretary reported that application had been made by a weekly trade journal, the Black Diamond, for a report of the tonnage received at East St. Louis, etc.

After due consideration it was decided that the secretary could furnish to the daily papers or other journals, the gross tonnage received by all of the roads, but it was not deemed advisable to give for publication the amount of the tonnage carried by each road.

On motion the meeting adjourned.

Jos. Ramsey, Chairman.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 11;" as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

July 22nd, 1898—3:00 p. m.

There were present:

E. S. Orr, Gen. Agt., B. & O. S. W. Ry.

R. S. McVey, Coal Agent, B. & O. S. W. Ry.

W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry.

C. F. Parker, Genl. Agt., I. C. R. R.

R A. Campbell, G. F. A., L. E. & St. L. R. R.
W. S. McChesney, Jr., Supt. Terminals, L. & N. R. R.
J. J. Eddy, Chief Clerk, M. & O. R. R.
G. B. Simpson, G. F. A., St. L. P. & N. Ry.
N. W. Taylor, G. F. A., T. H. & I. R. R. (Van Line.)
W. J. Scott, G. F. A., T. St. L. & K. C. R. R.
J. Ramsey, Jr., V. P. & G. M., The Wabash R. R.

The C. P. & St. L. R. R. and the St. L. C. & St. P. Ry. were not represented.

Meeting was called to hear the report of the executive committee on the subject of differential rate applying from Springfield District via the C. P. & St. L. and St. L. C. & St. P. roads, referred by meeting of May 19th, 1898, to the executive committee for investigation and report.

The executive committee reported as follows:

"*Resolved*, That the question of the minimum rate applying on coal from mines in the Springfield territory on the C. P. & St. L. and St. L. C. & St. P. roads be referred back to the Coal Traffic Bureau without any recommendation whatever, the committee, on account of the absence of Mr. Gays, not being able to arrive at any definite understanding or agreement on the question."

After a full consideration of the above and other subjects, the following resolutions were adopted unanimously:

"*Resolved*, That the C. P. & St. L. and St. L. C. & St. P. roads be permitted to extend the rate of 35 cents per ton to include their Springfield district."

"*Resolved*, That the roll be called with a view of getting a statement from the roads represented, whether or not agreement effective August 1st is being absolutely maintained." (The roll being called, the representatives of each road present voted that the agreement effective August 1st, is being maintained absolutely."

"*Resolved*, That the secretary be directed to get a vote from the absent members on this resolution."

"*Resolved*, That W. S. McChesney, Jr., N. W. Taylor and R. A. Campbell, with the Secretary, be appointed a committee to meet Mr. Gays, G. M., C. P. & St. L. and St. L. C. & St. P., with a view of securing from him an explanation of certain contracts made by operators on his roads, at figures that indicate less than 35 cents per ton rate after August 1st, and to also take up with Mr. Gays other matters of interest to the Bureau."

"*Resolved*, That none of the lines, members of this bureau, shall absorb the trackage charge at the National Stock Yards of $1.00 per car."

On motion meeting adjourned.

Jos. Ramsey, Jr., Chairman.

R. M. Fraser, Secretary.

St. Louis, Mo., July 25th, 1898.

Gentlemen: Your committee, Messrs. McChesney & Taylor (Mr. Campbell being absent), and the secretary, called on Mr. Gays, as per appointment, Monday, July 25th, and have his positive assurance that rates agreed upon, effective August 1st, will be maintained.

Mr. Gays also assured your committee that the agreement which had been signed by him, would be carried out in good faith unless a change in the condition of affairs were made necessary by the appointment of receiver, of which due notice would be given to the bureau, but he does not anticipate that such action will be necessary.

By order of the committee.

R. M. Fraser, Sec."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 12;" as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

March 28th, 1899.

There were present:

B. & O. S. W. Ry.—Archibald Fries, R. S. McVeigh.

C. C. C. & St. L. Ry.—W. D. Holliday, per S. B. Knight.
C. P. & St. L. Ry.—C. Millard, W. M. Bushnell.
I. C. R. R.—T. J. Hudson, W. E. Keepers, C. F. Parker, Geo. W. Becker.
L. E. & St. L. C. R. R.—
L. & N. R. R.—W. S. McChesney, Jr.
M. & O. R. R.—Haiden Miller.
St. L. B. & S.—C. F. Parker, Geo. W. Becker.
St. L. C. & St. P. Ry.—W. M. Bushnell, C. Millard.
St. L. P. & N. Ry.—G. B. Simpson.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—S. B. Knight.

C. F. Parker, Chairman.

Meeting was called to order at 11:00 a. m.

Secretary stated, that the meeting was called for the purpose of considering matters in connection with the transportation of coal by the Mobile & Ohio R. R. Co. consigned to the Mississippi River & Bonne Terre Ry. Co., and any other subjects that might be presented.

After a general discussion on the subject of the M. R. & B. T. Coal, as Mr. Haiden Miller, G. F. A., M. & O. R. R., stated that he was not prepared to discuss the question at issue, the following resolution was adopted:

WHEREAS, The declination of the M. & O. R. R. to allow the secretary to inspect the movement of coal from that company to the Mississippi River & Bonne Terre R.R. according to the bureau agreement, threatens to disrupt the bureau; therefore, be it

Resolved, That this meeting be adjourned and the secretary arrange for another meeting Tuesday, April 4th, so that Mr. Carroll of the M. & O. and a representation of the L. E. & St. L. Ry. can be present at that time.

A request was then made that the roll be called to ascertain if the agreed tariff rates were being main-

tained, result of which was, that all roads present answered in the affirmative. Mr. Miller, for the Mobile & Ohio stated that he voted in the affirmative without a knowledge of the Bonne Terre business.

There being no further business the meeting adjourned to April 4.

C. F. Parker, Chairman R. M. Fraser, Secretary.

Note.—The secretary communicated with Mr. Richard Carroll, V. P. & G. M., Mobile & Ohio R. R., and received reply, that it would not be possible for him to attend meeting on the 4th. He advised later, that he could be present on the 8th, and meeting was called for that date."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 13;" as follows:

MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

April 8th, 1899.

There were present:
B. & O. S. W. Ry.—A. Fries.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—C. F. Parker, Geo. W. Becker.
L. E. & St. L. R. R.—R. A. Campbell.
L. & N. R. R.—W. S. McChesney, Jr.
M. & O. R. R.—R. Carroll.
St. L. B. & S.—C. F. Parker, Geo. W. Becker.
St. L. C. & St. P.—W. M. Bushnell.
St. L. P. & N. Ry.—G. B. Simpson.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—Samuel Hunt, J. W. Sherwood, W. J. Scott.
The Wabash R. R.—S. B. Knight.

C. F. Parker, Chairman.

Meeting was called to order at 11:00 a. m.

The chairman stated this was an adjourned meeting from March 28th, called to consider charges made

that the Mobile & Ohio Railroad was violating the agreement through a contract made with the Mississippi River & Bonne Terre Railway, under which the M. & O. was taking chatts from the Bonne Terre road, and paying for same in the transportation of coal at less than the agreed rates.

The secretary made the statement that he had been refused permission by the Mobile & Ohio officials to examine their coal records at East St. Louis, with a view to checking up the movement of this coal. The secretary read Article 6, Section B, of the Agreement, in which permission is granted the secretary to examine the records of the various lines members of this bureau.

Mr. Carroll made the statement that when permission to examine their records at East St. Louis was refused, he was under the impression that the Bonne Terre Coal was not subject to the agreement. Mr. Carroll further made full statement of his company's position in regard to their contract with the Mississippi River & Bonne Terre Railway Co., which is substantially embodied in the resolutions below.

After full discussion the following resolution was adopted, viz:

WHEREAS, The contract existing between the Mobile & Ohio Railroad Co., and the Mississippi River & Bonne Terre Ry. Co., under which Chatts shipped to the former by the latter company, to be paid for in transportation of coal to E. St. Louis, threatens to disrupt this bureau; and

WHEREAS, V. P. & G. M. R. Carroll of the Mobile & Ohio R. R., stated that there is in existence a contract between his company and the Mississippi River & Bonne Terre Ry., under which the latter Company is to deliver his line 300,000 cubic yards of chatts at 40 cents per cubic yard, and the Mobile & Ohio R. R. Co., to furnish transportation on a sufficient amount of coal, on the basis of 25 cents from mines to Eden and north thereof and 35 cents from mines south of Eden to East

St. Louis, in sufficient quantities to pay for the 300,000 cubic yards of chatts, of which approximately 110,000 cubic yards of chatts have been delivered, leaving approximately 190,000 cubic yards of chatts to be delivered under said contract, to be paid for in coal freights on basis above mentioned. It is the present understanding that Mr. Carroll agrees to limit the amount of coal delivered to the Mississippi River & Bonne Terre Ry. Co., an amount to cover payment of the 190,000 cubic yards of chatts yet to be delivered. And further agrees that the contract is not to be extended or renewed on present basis without conference with this bureau.

Resolved, That the lines here represented agree to maintain the rates now on file with the secretary of this bureau as the tariff rates of the various lines.

The following resolution was presented, viz:

Resolved, That the roll be called with a view of getting a statement from the roads present as to whether or not the agreement would be strictly maintained.

Carried: Each line voting in the affirmative.

Mr. Campbell, of the L. E. & St. L. R. R., made the statement that his line had been and is now furnishing coal to the Mississippi River & Bonne Terre road, on the basis of freight rate of 31¼c per ton to complete a contract made in 1897. He was unable to state the amount of this, but it is to cover several thousand dollars.

Mr. Campbell made the further statement that the Mississippi River & Bonne Terre people are now figuring with his line on a new contract for chatts, but he gave the bureau the assurance that if a contract is made it will be on terms that will not in any way affect the St. Louis coal market.

Mr. Fries, for the B. & O. S. W., made the statement that operators on his line were complaining that they have been unable to compete for certain contracts in the St. Louis and East St. Louis markets recently, ow-

ing to the low prices being offered from mines situated on other roads.

Upon call, all lines gave assurances that they were maintaining the agreed rate.

The secretary was directed to take up with the representatives of the lines, the question as to whether or not switching charges to the industries located at the National Stock Yards in East St. Louis were being absorbed by the lines.

For the sake of uniformity, it was decided by unanimous vote that claims on railroad coal shall be presented to the secretary for a certificate from the proper officer or officers of the roads using the coal, in accordance with Article 3, Clause B, and that said certificates are to be secured by the coal operators, shippers of the coal.

The annual election was held, and the following officers nominated and elected:

Jos. Ramsey, Jr., chairman of the Bureau and Executive Committee.

R. M. Fraser, secretary.

Executive Committee:

Illinois Central R. R.

Louisville & Nashville R. R.

C. C. C. & St. L. Ry.

Terre Haute & Indianapolis R. R.

C. P. & St. L. R. R.

There being no further business the meeting adjourned.

C. F. Parker, Chairman. R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 14;" as follows:

SPECIAL MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

St. Louis, Mo., July 6, 1899.

Representation:

B. & O. S. W. Ry.—A. Fries.

C. C. C. & St. L. Ry.—W. D. Holliday, per H. S. Bradley.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—C. F. Parker, Geo. W. Becker.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. & N. R. R.—S. R. Knott, W. S. McChesney, Jr., Lee Howell.
M. & O. R. R.—J. T. Poe, Haiden Miller.
St. L. B. & S. Ry.—C. F. Parker, Geo. W. Becker.
St. L. C. & St. P. Ry.—W. M. Bushnell.
St. L. P. & N. Ry.—Geo. B. Simpson.
T. H. & I. R. R.—N. W. Taylor, per G. I. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

Mr. S. R. Knott, Chairman.

Meeting called to order at 11:00 A. M.

The chairman stated that members of the bureau had been requested to attend a meeting at this time for the purpose of considering the condition of affairs that have been very unsatisfactory to some of the lines, and reviewed the situation generally.

It was suggested by one of the members that it would be desirable to hear from the M. & O. R. R. in reference to the present status of their contract with the M. R. & B. T. Ry., which was under consideration at the meeting April 8th.

Mr. J. T. Poe, G. T. M., M. & O. R. R., thereupon made the following statement:

I can assure you that everything will be done on the part of the Mobile & Ohio that is possible to preserve and maintain the coal rates from Illinois points to East St. Louis. I do not know the exact status of our contract with the Bonne Terre Ry. Co. at the present time, but I will confer with our president and accounting department and get a detailed statement as early as possible, showing the amount of chatts already shipped, the amount yet remaining to be shipped, and the amount of coal already shipped and that remaining to be shipped to complete contract.

I am quite sure that there has been no renewal of this contract for any additional amount of ballast or coal.

Our president, Mr. Russell, will be in St. Louis next week, and I will arrange an interview between the Executive Committee of this association and himself, in which the position of the M. & O. will be clearly and finally outlined. And to ascertain after going over the contract, if it is possible to confine the shipments of coal at the reduced rates to coal for the use of Bonne Terre Ry., and not for commercial purposes.

The M. & O. Ry. has never sought contracts for coal at East St. Louis at low rates, but on the contrary has avoided them, as past records will show."

It was therefore

Resolved, That explanation of Mr. Poe. of M. & O. R. R., be accepted by the bureau and that the bureau await the report of the Executive Committee after their conference with President Russell and Mr. Poe on that subject.

Adopted by unanimous vote.

Then followed an informal and general discussion on the subject of maintenance of rates; sundry contracts were reported as having been made at figures that would hardly justify payment of the tariff rates for transportation.

The coal to fill these contracts was reported as coming from several different roads, and the representatives of said roads in each instance denied that any reduction had or would be made from their tariff rates.

It was therefore

Resolved, That the roll be called by roads, asking each representative whether he is maintaining the schedule of rates as filed with the bureau, whether any contracts on his road in existence at less than the agreed rates, when such contract was made and the date of expiration.

In submitting the resolution the chairman stated that the representative of each road is called upon to state, First, whether it is now or has been maintaining the rates over its line as filed with this bureau. Second, whether it has any contracts or agreements for the shipment of coal over its line at any rate in conflict therewith. Third, if so, how much tonnage remains to be shipped under such arrangement or agreement, and at what rates.

Roads answered as follows:

B. & O. S. W. Ry.: The first question, we have. Second, we have not. Third question is answered by the second.

C. C. C. & St. L. Ry.: Same as B. & O. S. W. Ry.

C. P. & St. L.: First question, we have. Second, we have not.

Ill. Cent. R. R.: Maintaining rate and abiding by the agreement.

L. & N.: No contracts and maintaining the rates.

L. E. & St. L. C.: No contracts and maintaining the rates.

M. & O. R. R.: No contracts and maintaining the rates.

St. L. P. & N.: No contracts and maintaining rates.

St. L. B. & S.: No contracts and maintaining rates.

T. H. & I.: No contracts, maintaining rates.

Wabash: No contracts and maintaining rates.

T. St. L. & K. C.: No contracts and maintaining rates.

At a meeting on the 5th of coal operators having mines on the roads, members of this bureau, a committee was appointed to have a conference with the representatives of the roads at this meeting.

The committee was as follows:

Mr. W. L. Schmick, Consolidated Coal Co.—B. & O. S. W. Ry., C. C. C. & St. L. Ry., T. H. & I., Wabash.

Mr. J. E. Rutledge—C. P. & St. L., St. L. C. & St. P.

Mr. Cameron, Sorento Coal Co.—T. St. L. & K. C.

Mr. W. S. Scott, Mo. & Ill. Coal Co.—L. & N.

Mr. Geo. Hippard—Ill. Cent., St. L. B. & S.
Mr. W. R. Borders—M. & O.
Mr. W. S. Walker—L. E. & St. L. C.
Mr. Geo. W. McCormick, Madison Coal Co.—St. L. P. & N.

Mr. Hugh Murray, chairman.

After general statements by Messrs. Murray and Walker, and a discussion with the members of this bureau, the subject of the conference with tables prepared by the operators, showing the coal tonnage shipped into this market during the years 1895, 1896 and 1898, it was

Resolved, That a detailed report of the discussion and the papers submitted by the Operators' Committee, be referred to the Executive Committee for consideration.

There being no further business the meeting adjourned.

R. M. Fraser, Secretary.

SUPPLEMENT TO PROCEEDINGS OF SPECIAL MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU, HELD JULY 6, 1899.

St. Louis, Mo., July 21, 1899.

To the Members of the Bureau:

Gentlemen:—As provided for by resolution adopted at meeting 6th inst., members of the Executive Committee, Messrs. Ramsey, Parker, Taylor and Holliday met President Russell, G. T. Poe and G. F. A. Miller of the M. & O. R. R. on Saturday July 15th, at the office of President Russell, and after an explanation by the committee as to the object of the conference, and expressing the hope that the trouble now being caused by a part of the coal transported to East St. Louis from mines on the Mobile & Ohio R. R. account the M. R. & B. T. Ry., in exchange for chatts, being sold on the market, and asked that President Russell take the necessary action to protect and ensure the maintenance

of tariff rates on all commercial coal.

The contract between the M. & O. and M. R. & B. T. was read, and after a general discussion on the subject President Russell dictated a letter to Mr. J. Burns, Genl. Supt., M. R. & B. T. Ry., requesting a conference on Monday, 17th.

The committee received the assurance of President Russell that he would endeavor to remedy the trouble complained of, and would advise result of his conference with Mr. Burns.

In accordance with above I am in receipt of letter as follows:

"St. Louis, Mo., July 20, 1899.
File 5078-A.

Coal, Mobile & Ohio Railroad Mines, for use of Mississippi River and Bonne Terre Railroad.
Mr. R. M. Fraser, Secretary, St. Louis, Mo.

Dear Sir: Referring to our conversation over the telephone this morning, I beg to confirm same to the effect that in accordance with the understanding had between the Executive Committee and our representatives, we have advanced the rate on coal from mines on our line, to the established tariff rates, and nothing less than full tariff rates will be charged on this business hereafter. Yours truly,

(Signed) Haiden Miller, Gen. Frt. Agt."

As instructed by resolution adopted at meeting 6th inst., the detailed report of the discussion and papers submitted by the Operators' Committee, were referred to the Executive Committee at their meeting July 17th, Messrs. Ramsey, Parker and Holliday being present.

After due consideration of the subject, the following letter was prepared and sent by the secretary to W. S. Walker, chairman of Operators' Committee, and is made part of these proceedings:

Mr. W. S. Walker, Chairman, Committee Coal Operators, 924-925 Century Bldg., City.

Dear Sir: Referring to the meeting of your committee with the members of this bureau on July 6th, will say that the subject presented by your committee at that meeting was referred to the Executive Committee of the Bureau, and at a meeting of that committee held on the 17th inst., I was directed to say to you that the railroads, appreciating the importance of some such plan as was suggested by your committee, for the purpose of maintaining stable and uniform selling prices on coal in the St. Louis market, will be very glad to co-operate with you in as far as they can consistently do so for the furtherance and maintenance of some equitable arrangement that may be agreed upon by the coal operators.

We submit that the normal output of the mines on any one of the railroads handling coal to the St. Louis market, determines the normal percentage of coal to be handled by that line. It would therefore appear to devolve upon the coal operators to re-establish the percentage that each road is to carry into this market. Some unsurmountable obstacles prevent the railroads from doing this. The railroads will, however, agree not to take any action that will have a tendency to disturb any fair and equitable arrangement that the operators may adopt.

As regards the maintenance of the present tariff minimum rate of 35 cts. per ton, will say that we are using every endeavor possible to maintain this rate, and have no doubt that it can be done with the full co-operation of the coal operators. We would mention the fact, however, that there seems to be a sustained effort on the part of some of the operators to break down the present rates, of course always with a view to securing private concessions and an advantage over their competitors in the market. It is conceded by all that the situation demands uniform and stable rates, and it is not a matter of great moment to the operator

as to what that rate is, provided his competitors do not get a lower rate of freight.

The maintenance of the present rates will more nearly place the railroads in a position to help you in the proposed plan, whereas under a demoralization of rates, no co-operation could be looked for.

Respectfully,
R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 15;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU. PROCEEDINGS OF A SPECIAL MEETING, HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, Mo., Jan. 4, 1900.

Representation:
B. & O. S. W. R. R.—Ed Keane.
C. C. C. & St. L. Ry.—E. D. Holliday.
C. P. & St. L. R. R.—W. M. Bushnell.
St. L. C. & St. P. Ry.—W. M. Bushnell.
Ill. Central R. R.—W. D. Hurlbut.
St. L. B. & S. Ry.—C. F. Parker.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. & N. R. R.—W. S. McChesney.
M. & O. R. R.—J. M. Denyven.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—Jos. Ramsey, Jr.
Mr. Jos. Ramsey, Jr., Chairman.

Meeting called to order at 11:00 a. m.

It being stated, that, call for this meeting had been issued on receipt of request from one of the members in which he said the present status of the Bureau was not satisfactory to some of its members, etc.

On request of the chairman the secretary read letters from some of the members giving notice of their withdrawal from the Bureau Agreement and after a

general discussion of the subject, the other members also gave notice of their withdrawal.

The following resolution was adopted:

Resolved, That, each road here represented, agrees to pay its pro rata share of the expenses, for the maintenance of the Bureau, for statistical purposes, and will continue to pay until notice is given to the contrary.

The St. Louis Coal Traffic Bureau, operating under the agreement, effective April 1st, 1898, thereupon adjourned sine die.

R. M. Fraser, Secretary.

Mr. Jos. Ramsey, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 16;" as follows:

MEETING OF ROADS INTERESTED IN THE TRANSPORTATION OF COAL IN ILLINOIS.

St. Louis, Mo., Jan. 4, 1900.

Representation:
B. & O. S. W. R. R.—Ed Keane.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. R. R.—W. M. Bushnell.
Ill. Cent. R. R.—W. D. Hurlbut.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. & N. R. R.—W. S. McChesney, Jr.
M. & O. R. R.—J. M. Denyven.
St. L. C. & St. P. Ry.—W. M. Bushnell.
St. L. B. & S. Ry.—C. F. Parker.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—Jos. Ramsey, Jr.

Mr. Jos. Ramsey, Jr., was elected Chairman and the meeting called to order at 12:00 o'clock.

The first subject proposed for consideration was the adoption of Articles of Agreement, which were submitted, and after being read, were adopted by sections and as a whole, to become effective January 4th, 1900,

and the secretary was instructed to prepare the agreement and send two copies to the representatives of each road. One copy to be executed by the proper officer of the road and returned to this office.

The name of the organization to be the *St. Louis Coal Traffic Bureau.*

The next subject taken up was the election of officers and the following were nominated and elected unanimously.

Chairman, Mr. Jos. Ramsey, Jr.

Executive Committee, C. C. C. & St. L. Ry.; C. P. & St. L. Ry.; I. C. R. R.; L. & N. R. R.; T. H. & I. R. R.

Secretary, R. M. Fraser.

The subject of rates on coal was considered and each individual road's representative delivered to the secretary a list of rates in effect on the road he represented.

The secretary was instructed to have printed, in pamphlet form, an Information Circular showing the rates charged, by the several roads, for the transportation of coal to East St. Louis, etc., as per memorandum furnished.

The subject of protecting Operator's Time Contracts being considered, the following resolution was adopted:

Resolved, That, the rates on coal, filed this day with the secretary, will be subject to change as prescribed by law. That, the Coal operators be advised, that, no line will protect its published rates, on coal, for any length of time, beyond that required by law.

The question being raised as to rates on "Railroad Coal" it was:

Resolved, That, this subject be referred to the Executive Committee for them to ascertain whether it is legal for roads to transport Coal, for use of railroads, ferry companies, etc., at reduced rates. The subject to be further considered at the next meeting.

The representatives of the roads, members of the Bureau, individually advised, that, it is the intention

of their company to advance the rates on coal, 5 cents per ton, effective March 1st, 1900.

Letter from the St. Louis Coal Exchange was read, in which enquiry was made regarding purchase of a Smith Premier Typewriter, the property of the bureau, and not needed by this office. The secretary was authorized to dispose of the machine.

The salary of the secretary was fixed at $100.00 per month.

There being no further business; on motion, the meeting adjourned until Tuesday, January 23rd, at 10:00 a. m.

R. M. Fraser, Secretary.

Mr. Jos. Ramsey, Jr., Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 17;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU. PROCEEDINGS OF A MEETING HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, January 23rd, 1900.

Representation:
B. & O. S. W. R. R.—Ed Keane.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—C. F. Parker.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. & N. R. R.—W. S. McChesney, Jr.
M. & O. R. R.—J. M. Denyven.
St. L. B. & So. Ry.—C. F. Parker.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—Jos. Ramsey, Jr., by W. D. Holliday.

C. F. Parker, Chairman.

It being stated that, as this was an adjourned meeting, unfinished business should be the first disposed of, a motion was made by one of the members to that

effect, and the question of rate on Railroad Coal was first subject considered.

The secretary read resolution adopted at last meeting, as follows: "The question being raised as to rates on "Railroad Coal," it was:

Resolved, That, this subject be referred to the Executive Committee for them to ascertain whether it is legal for roads to transport coal, for use of railroads, ferry companies, etc., at reduced rates. The subject to be further considered at the next meeting."

After a general discussion and the roll being called to ascertain the views of the members on the subject, the representative of each and all of the roads, members of the Bureau, individually advised, that, it is their intention to make effective March 1st, 1900, the same rate on coal for use of railroads, ferry companies, etc., as charged on commercial coal.

After further discussion regarding "Railroad Coal" it was suggested and agreed, that, the roads having contracts for the protection of the railroad rate, on "Railroad Coal," that, they file the information with the secretary of the Bureau, relative to the date of expiration of these contracts.

The question being raised as to whether all members had given notice to operators and others interested, regarding advance in rates, effective March 1st, as advised by them at meeting 4th inst., and it was:

Resolved, That, the secretary take the question up with the lines from whom he had not received notice, asking what action they had taken regarding the proposed advances, effective March 1st, and requesting that he be furnished, by each of the roads, with a copy of the notice, which had been given to the coal operators and others interested.

Note—Circular letter dated 23rd, file 205, was issued asking for the information.

At meeting Jan. 4th, several of the members present, were not prepared to say positively, whether their

company would advance the rate on commercial coal, 5 cents per ton, March 1st. The subject was brought up at meeting today and after consideration, each road's representative stated, that, it is the intention of their company to advance the rates on coal 5 cents per ton, effective March 1st, and it was:

Resolved, That, if the representative of either road finds that, he cannot advance the rate, effective March 1st, that he notify the secretary to that effect, within 10 days from this date, (Jan. 23rd) and that the secretary advise the members accordingly.

After consideration of the subject of protecting contracts, it was the individual understanding of all parties, that, after March 1st, they will not protect a less rate than an advance of 5 cents per ton above the present tariff rates.

Enquiry being made as to whether the agreement had been signed by all parties and it being ascertained that reply had been received from all but three of the roads, the secretary was instructed to take the subject up with the members who had not replied.

Note—Letter was written to the parties 23rd inst., file 200.

One of the members stated, that, he received a letter January 14th, from the St. Louis Coal Exchange, requesting report of number of cars coal received each day at East St. Louis, for this market and further stated, that, he would like to have the subject placed before the bureau.

After a statement by the chairman as to the object of the St. Louis Coal Exchange and a recommendation to the members, that, the information be furnished, it was:

Resolved, That, the roads, members of this bureau, give to Mr. E. M. Ward, secretary St. Louis Coal Exchange, the information asked for in his letter of Jan. 14th, they to designate the manner in which the information shall be given, the secretary to notify Mr. Ward.

Note—The statement made by each member as to the manner in which he would furnish the information to the St. Louis Coal Exchange, was communicated to Mr. Ward, by letter dated 23rd inst.

The secretary read letter 6th from the secretary of the St. Louis Coal Exchange, requesting that, he be furnished with daily and monthly reports, issued from this office, and it was:

Resolved, That, the secretary furnish the St. Louis Coal Exchange, or any of the coal operators or dealers, with the daily or monthly coal report, at $1.00 per month, each.

The secretary called attention to the fact that, the agreement effective January 4th, 1900, did not provide for any regular meetings of the bureau, and it was:

Resolved, That the regular meetings of this bureau will be held on the third Thursday of January, April, July, and October of each year, unless otherwise unanimously agreed upon. The secretary shall furnish the members, ten days in advance, of these regular meetings, a list of the subjects which have been reported, by the various members, for consideration. Special meetings will be called by the secretary, on the request of one or more of the members.

Proof copy of information circular was submitted for consideration, and it was:

Resolved, That in the preparation of information circular the initials appearing after the name of the mines, indicating the operators of the mines, be omitted and that, the initials be shown on the daily report issued by the secretary.

Note.—The initials will be shown on daily report when next supply of blanks are printed.

The subject of publishing information circular No. 1, being considered, it was:

Resolved, That the secretary withhold the publication of information circular No. 1 until after the ex-

piration of 10 days from this date (Jan. 23rd.) and *in the event of not receiving notice from any of the lines, members of the Coal Traffic Bureau, that the advanced rates cannot become effective*, he issue the information circular showing the rates to become effective March 1st, 1900.

Adjourned.

C. F. Parker, Chairman. R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 18;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU, PROCEEDINGS OF A MEETING HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, Mo., April 19, 1900.

Representation:
B. & O. S. W. R. R.—Ed. S. Orr.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—C. F. Parker.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. & N. R. R.—W. S. McChesney, Jr.
M. & O. R. R.—J. M. Denyven.
St. L. B. & So. Ry—C. F. Parker.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—S. B. Knight.

C. F. Parker, Chairman.

Meeting convened at 11:00 a. m.

The secretary stated that the call for this meeting had been issued by request of one of the members to consider matters of great importance to the members.

The chairman stated, he had suggested that this meeting be called to consider the question of rates as filed with the secretary by the various lines, also as to the rates that are actually in effect by the various lines, We have not had a meeting for some time and I think possibly there has been an accumulation of matter that

needs some attention at the hands of the bureau and reviewed the situation generally.

The principal source of trouble appeared to be the contracts between the M. & O., B. & O. S. W. and possibly other roads and the M. R. & B. T. R. R. Co. for a supply of chatts.

After a general discussion of the subject it was:

Resolved, That the matter be referred to the executive committee and the lines who have contracts with the M. R. & B. T. R. R. be requested to come before the committee to consider the coal rate situation as affected by the contracts with the M. R. & B. T. R. R.

A letter was received from the St. Louis Coal Exchange dated April 18th and after being read to the members it was:

Resolved, That the letter from the St. Louis Coal Exchange be received and made a part of the records.

The question was raised as to whether the rates named by the several roads and published in information No. 1, Jan. 4th, 1900, included the entire cost of switching and trackage necessary to reach the industries at Granite City and after a general consideration of the subject, it was

Resolved, That the matter be allowed to stand as at present, it being optional with the roads as to whether or not they absorb the switching.

Note.—A circular letter will be issued giving information received in answer to circular letter 10th inst., file 213.

The following resolutions were adopted unanimously.

Resolved, That each road reaffirm its tariff rates as individually filed with the secretary of the bureau and as shown in information circular No. 1, Jan. 4th, 1900.

Resolved, That the rates on coal, filed this day with the secretary, will be subject to change as prescribed

by law. That, the coal operators be advised, that no line will protect its published rates on coal, for any length of time, beyond that required by law.

A member brought up the subject of rate on railroad coal, it having been stated by the individual members at meeting 23rd, that it was their intention to make, effective March 1st, the same rate on coal for use of railroads, ferry companies, etc., as charged on commercial coal.

At the suggestion of one of the members a vote was taken to ascertain whether any of the roads were making a refund on railroad coal. All representatives voted in the negative, except the T. H. & I., who stated that he has sent the secretary a letter a few days after the January meeting, giving notice that they would make a refund on railroad coal. The letter not having been received by the secretary a copy was requested.

After a general discussion it was decided that it was optional with the roads, whether or not they made a refund on railroad coal.

Below find a copy of the notice referred to which was also issued by circular letter as instructed.

"St. Louis, Mo., April 19, 1900.

RATES ON RAILROAD COAL ILLINOIS MINES TO EAST ST. LOUIS.

File T. 2167.

Mr. R. M. Fraser, Secretary, City.

Dear Sir:—Referring to our conversation today relative to rates on railroad coal from Illinois points to East St. Louis, I find upon returning to the office that we did not formally notify you at the time this matter was under consideration. By some oversight the papers were filed and the matter was overlooked. I would say, however, that in confirmation of my statement today, we reserve the right to continue the old practice of making rate on coal actually used by railroads and

ferry companies, etc., 10 per cent less than the authorized commercial rate.

Yours truly,
(Signed) N. W. Taylor, G. F. A."

It was suggested that the St. Louis Troy & Eastern Ry. should become a member of this bureau and the following resolution was adopted unanimously.

Resolved, That the bureau make a request or extend an invitation to the St. Louis Troy & Eastern Ry. to become a member of this bureau.

There being no further business a motion to adjourn was adopted.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 19;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU. PROCEEDINGS OF SPECIAL MEETING OF THE EXECUTIVE COMMITTEE, HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, Mo., Nov. 13, 1900.

Representation:
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—C. F. Parker.
L. & N. R. R.—John Fitzgerald.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—S. B. Knight.

C. F. Parker, Chairman.

The secretary presented reports showing the result of check at East St. Louis stations for the months of July, August and September.

After an examination of the papers, the opinion was expressed that the discrepancies were apparently the result of carelessness or by the change made in clerical

force at the several stations, as explained by the agents, and it was:

Resolved, That, the secretary of the bureau make check of the local freight stations, monthly, as to coal received by the various lines and should such check develop any errors they are to be entered on the last daily report of the month following, sent out by the bureau, with explanatory note.

The secretary informed the committee that Mr. E. H. Conrades, president St. Louis Troy & Eastern Railroad, signed the articles of agreement of the St. Louis Coal Traffic Bureau on November 15th, they had, however, been making daily reports to this office from October 1st and had paid a proportion of expenses of the bureau for the month of October.

Attention was called to the manner in which the St. Louis Troy & Eastern Railroad report their coal (as from Donk Bros. Coal & Coke Co. mines) and after due consideration, it was

Resolved, That, the secretary be instructed to call the attention of the officers of the St. Louis, Troy & Eastern Railroad to Article IX of the agreement of the bureau, relating to the reports of coal by the lines, members of the bureau, and that he request the St. Louis, Troy & Eastern Railroad to report coal from mines on that line in accordance with said Article IX.

Note.—The secretary to send a copy of the letter written to President Conrades to Mr. C. F. Parker.

The secretary read correspondence with Mr. Benjamin, General Coal Agent, Chicago & Alton Railway, regarding membership in the bureau, and it was

Resolved, That, the secretary present to the chairman, Mr. Ramsey, a copy of the correspondence with the Chicago & Alton people, inviting them to become members of the bureau, with the request that Mr. Ramsey take the matter up with President Felton of the

Chicago & Alton road and endeavor to secure their membership.

The secretary requested instructions as to whether he should continue carrying the Toledo, St. Louis & Western Railroad on letter heads, etc., of this bureau and he was instructed to drop the name in the reprint of papers in future.

There being no further business committee adjourned.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 20;" as follows:

SPECIAL MEETING OF THE ST. LOUIS COAL TRAFFIC BUREAU.

St. Louis, Mo., March 7, 1901.

Representation:

B. & O. S. W. R. R.—W. M. Greene, by E. S. Orr.

C. C. C. & St. L. Ry.—M. E. Ingals, by W. D. Holliday.

C. P. & St. L. Ry.—Curtiss Millard, by W. M. Bushnell.

Ill. Cent. R. R.—J. T. Harrihan, by W. B. Hurlbut.

St. L. B. & So. Ry.—C. F. Parker.

L. & N. R. R.—Y. Van den Berg, by A. W. Graham, John Fitzgerald.

M. & O. R. R.—E. L. Russell, by W. K. Vandiver.

Southern Ry. (St. L.-L. Lines)—H. B. Spencer, R. A. Campbell.

St. L. T. & E. R. R.—E. H. Conrades.

T. H. & I. R. R.—V. T. Malott, by N. W. Taylor

The Wabash R R.—J. Ramsey, Jr., by S. B. Knight.

C. F. Parker, Chairman.

Meeting of the executive officers called at the request of one of the members as shown in Circular Letter 26th, as follows:

"The situation with respect to rates on coal from Illinois mines to East St. Louis is in a very unsatis-

factory condition. I think it essential that a meeting of the executive officers of the lines interested in the transportation of coal to St. Louis should be held at an early date to consider the matter. I shall be glad if you will issue a call for a meeting to be held at St. Louis the first week in March."

After a general discussion as to the condition of affairs in connection with the coal traffic, the roll was called to ascertain whether there were any contracts by the railroads or coal operators, extending beyond March 31st, 1901, which resulted as follows:

B. & O. S. W. R. R.—I cannot answer that question positively, but I will say that several operators have been in to see me in the last few weeks, in regard to contracts that will be let on the first of the month, but I believe firmly that we have no contracts, but I will find out as soon as I get to the office and will inform the secretary.

C. C. C. & St. L. Ry.—The operators on our line have made no contracts whatever.

C. P. & St. L. Ry.—The contracts made by our people expire this month. We have no contracts beyond the 1st of April.

Ill. Cent. and St. L. B. & So.—We have no contracts with operators or dealers running beyond the 1st of April, nor do we know of any contracts being made that will run beyond the 1st of April.

L. & N. R. R.—We have made no contracts with our operators to protect the present rate or any other basis of rates beyond the legal notice required by law, and so far as I am advised the operators have made no contracts for the future delivery of coal beyond the 1st of April.

M. & O. R. R.—I do not know of any contract, except that with the Bonne Terre Company, but will advise the secretary later.

Southern Ry.—Mr. Chairman, we have no contracts at less than the present rate of 35 cents per ton. The

only contract we have is with the Bonne Terre Company.

St. L. T. & E. R. R.—Our road has no contracts whatever.

T. H. & I. R. R.—None beyond March 31st to my recollection.

The Wabash R. R.—We have no contracts for a freight rate.

A paper in the form of a resolution was handed to the chairman in which a plan was proposed for the handling of coal traffic and after being read the roll was called for a vote, which was as follows:

B. & O. S. W. R. R.—I have no authority to accept the percents. I can only say that we are desirous of doing anything in reason to bring about absolute maintenance of rates, and if this proposition seems fair to our people I think there will be no question about our agreeing to it.

C. C. C. & St. L. Ry.—I am not prepared to vote on the resolution. As I said before, the Big Four is only too willing to co-operate for the absolute maintenance of rates, but we prefer to have the matter considered at a later meeting.

C. P. & St. L. Ry.—Votes Aye on the resolution with the understanding that the J. & St. L. be eliminated.

Ill. Cent. and St. L. B. & So.—Votes Aye on the proposition.

L. & N. R. R.—We vote "Aye."

M. & O. R. R.—I am not prepared to vote on the resolution.

T. H. & I. R. R.—Not authorized to vote on the subject but will submit same to our receiver.

Southern Ry.—Willing to consider the proposition.

St. L. T. & E. R. R.—Willing to consider the proposition.

The Wabash R. R.—I have no objection to the plan, but have no authority to vote on the proposition.

And it was

Resolved, That a copy of the proposition which has just been read, together with a copy of the articles of

agreement at present in effect, also a copy of the statistics prepared by this bureau for the period named in the proposition referred to above, be sent to the representative of each road, member of this bureau, and that another meeting be called by the secretary at an early date to further consider the subject.

After some remarks by the general coal agent, Ill. Cent. R. R., regarding the rate situation in the past as well as at the present time, he stated that, we will make our rate from 35c points 15 cents per ton, and the higher rate points the same differential on the basis of 15c per ton as now in effect on the 35c rate. These reductions to become effective at once.

R. M. Fraser, Secretary.

C. F. Parker, Chairman.

N. B.—I enclose a copy of the "Proposed Plan," also a copy of articles of agreement, effective Jan. 4th, 1900, and copy of the report issued by this office for the year 1898 and Dec., 1900, showing the tonnage carried by each road during the years 1895-6-7-8-9 and 1900.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 21;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU. PROCEEDINGS OF A SPECIAL MEETING OF THE EXECUTIVE OFFICERS, HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, Mo., March 16, 1901.

Representation:

B. & O. S. W. R. R.—W. M. Greene, by E. S. Orr.

C. C. C. & St. L. Ry.—M. E. Ingalls, by W. D. Holliday.

C. P. & St. L. Ry.—Curtiss Millard, by W. M. Bushnell.

Ill. Cent. R. R.—J. T. Harrihan, by T. J. Hudson, C. F. Parker.

St. L. B. & So. Ry.—J. T. Harrihan, by T. J. Hudson, C. F. Parker.

L. & N. R. R.—Y. Van den Berg, by A. W. Graham, John Fitzgerald.

Southern Ry.—H. B. Spencer.

M. & O. R. R.—E. L. Russell, Haiden Miller.

St. L. T. & E. R. R.—E. H. Conrades.

T. H. & I. R. R.—V. T. Malott, by N. W. Taylor.

The Wabash R. R.—J. Ramsey, Jr., S. B. Knight.

C. & A. Ry.—S. M. Felton, by G. W. Benjamin.

T. St. L. & W. R. R.—Benjamin Norton, by C. D. Whitney.

J. Ramsey, Jr., Chairman.

Meeting of the Executive Officers of Board interested in the transportation of coal in Illinois in accordance with request by one of the officials in telegram as follows:

"Referring to soft coal situation at East St. Louis. In order to prevent continuation of present demoralization in rates, I suggest executive officers members of St. Louis Coal Traffic Bureau meet at St. Louis Saturday, March sixteenth, for consideration of this situation with view of straightening matter out and for discussion of resolution looking to proper regulation of coal traffic adopted at meeting held March seventh.

After a general discussion as to condition of affairs in connection with the coal traffic, it was:

Resolved, That the roll be called to ascertain whether there are any contracts in effect or rates guaranteed at less than 30 cents per ton, that will extend beyond March 31st.

The representative of each road answered in the negative.

The following resolution was offered and declared adopted:

Resolved, That on and after March 20th, 1901, the minimum rate on commercial and railroad coal will

be 30 cents per ton, to East St. Louis until changed legally by open tariff by any of the lines represented here and that no contracts shall be made between now and March 20th, extending beyond that time, at less than the tariff rate, 30 cents.

And be it further:

Resolved, That 5 cents per net ton of 2000 lbs. be the maximum reduction from outside districts.

Roll being called the vote was as follows:

B. & O. S. W.—Aye.

C. C. C. & St. L.—The Big Four is opposed to any less rate than 35 cents per ton and they know of no good reason why the reduction should be made, but in the interest of harmony and in view of the fact being clearly determined that nothing higher than 30 cent rate can be maintained, we vote in favor of maintaining a rate of 30 cents per ton.

C. P. & St. L. Ry.—Aye.

Ill. Cent. R. R.—The Ill. Cent. votes Aye with the understanding that if we find that it is working an injury to our distant fields we want to bring it up before the bureau again and I want to add to what I have stated that the Ill. Cent. will abide by this rate absolutely, but if we find that this rate is being cut we will reduce our rate again.

L. & N. R. R.—The L. & N. believes that the rates can be maintained at 35 cents as well as at 30 cents, that there is no competition that demands a reduction in the present basis of rates and that if the other lines insist on the 30 cent rate we will consent to maintain the 30 cent rate.

So. Ry.—Aye.

St. L. B. & S. Ry.—Same as the Ill. Cent. R. R.

M. & O. R. R.—Aye. We desire to state that we are in favor of the 35 cent rate, but in the interest of harmony we are willing to make this concession.

St. L. T. & E. R. R.—Aye.

T. H. & I. R. R.—If it is understood that this rate is to be absolutely maintained we will vote "Aye," but it must be understood that the rate will be very different if it is cut again.

The Wabash R. R.—Aye.

C. & A. R. R.—We propose to maintain rates, but we desired a 35 cent rate with a percentage allotment.

T. St. L. & W. R. R.—Aye.

The question of making time contracts on basis of 30 cents per ton was brought up by one of the members and after discussion the following resolution was offered and adopted by vote as given below.

Resolved, That no contracts for the transportation of coal be made for any longer period than one year.

B. & O. S. W. R. R.—Aye.
C. C. C. & St. L.—Aye.
C. P. & St. L. Ry.—Aye.
Ill. Cent. R. R.—Aye.
L. & N. R. R.—Aye.
St. L. T. & E. R. R.—Aye.
T. H. & I. R. R.—Aye, with the understanding that if within 10 days I do not notify the secretary to the contrary the rate stands, in the meantime I will take no action.
M. & O. R. R.—Aye.
So. Ry.—Aye.
St. L. B. & So. Ry.—Aye.
The Wabash R. R.—Aye.
C. & A. Ry.—Aye.
T. St. L. & W. R. R.—Aye.

It being stated that reports of apparent irregularities in rates were occasionally brought about by the transfer-ferry or terminal companies not maintaining the same charge to all parties for similar service, it was:

Resolved, That the chairman appoint a committee of three to take this question up with the transfer-ferry or terminal companies.

The chairman appointed as the committee, Messrs. Parker, Spencer and Conrades, with Mr. Parker as chairman.

The question of the Chicago & Alton and the T. St. L & W. roads becoming members of the bureau was brought up, and it was:

Resolved, That the C. & A. and the T. St. L. & W. roads be requested to become members of the bureau.

In answer to the unanimous invitation of the bureau, Mr. Benjamin suggested that the invitation be extended by letter and he thought it would be favorably considered.

Mr. Whitney stated that he had no authority to decide the question, but would take the subject up with President Norton and advise decision.

The secretary requested instructions as to reissuing Information Circular No. 1 and it was:

Resolved, That Information Circular No. 1 be reprinted as Information Circular No. 2, naming changes as suggested and that each line now give notice to the secretary that they propose to change their tariff, effective March 20th, and that each road furnish the secretary a list of the rates that will be charged from their several mines.

There being no further business, the meeting adjourned.

J. Ramsey, Jr., Chairman.
R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 22;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting of the Executive and Traffic Officers, Held in the Secretary's Office.

St. Louis, Mo., May 17, 1901.

Representation:
B. & O. S. W. R. R.—S. T. McLaughlin, E. S. Orr.
C. C. C. & St. L. Ry.—W. D. Holliday.

C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—W. D. Hurlbutt.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—J. M. Denyven.
Southern Ry. (St. L.-L. Lines)—R. A. Campbell.
St. L. B. & So. Ry.—C. F. Parker.
St. L. T. & E. R. R.—E. H. Conrades.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

C. F. Parker, Chairman.

Meeting convened at 10:30 a. m.

Meeting of executive and traffic officers of roads, members of this bureau, in accordance with a call issued 13th inst., as follows:

"At a meeting of the executive committee today, I was instructed to call a meeting of the bureau at this office on Friday, May 17th, 10 a. m. *sharp*, to consider several matters of importance to the members.

"Will you therefore please be present or authoritatively represented without further notice?"

Attention having been called to the fact that the articles of agreement, dated January 4th, 1900, expired by limitation January 4, 1901, it was:

Resolved, That the agreement of the St. Louis Coal Traffic Bureau, effective January 4th, 1900, which expired on the 4th day of January, 1901, be made continuous from the latter date and to remain in force and effect until the withdrawal of parties to the agreement, after thirty days' written notice, as provided in Article VIII of the old agreement.

Note.—The secretary to submit the resolution to Mr. Jos. Ramsey and advise members if not concurred in. The resolution was read and approved by Mr. Ramsey, May 18th, A. M.

The terms of the above resolution will appear in the new agreement as Article XVII.

The chairman read resolution adopted at meeting January 23d, 1900, regarding regular meetings and sug-

gested that it would be desirable to have the first quarterly meeting near the expiration of the coal contract year and be incorporated in the agreement as Article X, and it was:

Resolved, That the regular meetings of this bureau will be held on the third Thursday of February, May, August and November of each year, unless otherwise unanimously agreed upon. The secretary shall furnish the members ten days in advance of the regular meetings, a list of the subjects which have been reported by the various members for consideration.

Special meetings will be called by the secretary, on the request of one or more of the members.

The next subject considered was the election of officers and the following were nominated and re-elected unanimously:

Chairman, Mr. Jos. Ramsey, Jr.

Executive Committee—The representatives of the C. C. C. & St. L. Ry., C. P. & St. L. Ry., Ill. Cent. R. R., L. & N. R. R., T. H. & I. R. R.

Secretary, R. M. Fraser.

It having been suggested by one of the members as highly important and very essential that the C. & A. and T. St. L. & W. R. Rs. become members of this bureau, it was:

Resolved; That Mr. Ramsey, the chairman of this organization, and Mr. Harrihan, V. P. and G. M. Ill. Cent. R. R., be appointed a committee to take this matter up with Mr. Felton of the C. & A. and Mr. Norton of the T. St. L. & W. R. R. and see if they cannot be induced to become members of the bureau.

It having been suggested by one of the members that it would be desirable to establish a coal contract year, the same to be incorporated as Article VII of the new agreement.

After a careful consideration of the subject, it was:

Resolved, That no contracts shall be guaranteed for a longer period than one year. The coal year of this bureau shall be understood to be from April 1st of one year to March 31st of each succeeding year and each road, party to this agreement, agrees not to guarantee or protect rates beyond the period so established.

Roll being called, all members voted in the affirmative.

At the request of a member the roll was called to ascertain whether any member has made contracts for the transportation of coal for a longer period than March 31st, 1902, and each member answered in the negative.

As several changes are to be made in the articles of agreement, it was:

Resolved, That the secretary prepare a new agreement including Articles VII, X and XVII, provided for above and send two copies to the representatives of each road, members of the bureau, one copy to be executed by the proper officer of the road and returned to this office.

The subject of absorbing switching at East St. Louis was brought up and after a general discussion, it was:

Resolved, That the subject be referred to the executive committee for investigation. The secretary to obtain information regarding industries located on the tracks of the various roads at East St. Louis and submit same to the executive committee.

Mr. Hurlbut called attention to the decreased tonnage carried by the Ill. Cent. R. R. as compared with same period last year, stating that the condition of affairs was not satisfactory to the Ill. Cent. R. R. and he did not believe all the roads were adhering to the tariff rates filed with the secretary. No definite action taken.

It was suggested that as there was really no bureau in existence when the rates in Information Circular No.

2 were filed, that the following resolution be adopted:

Resolved, That, pending the signing of the revised agreement, each road, party to the agreement, pledge themselves to absolutely maintain their rates as published in Information Circular No. 2, effective March 20th, 1901.

Roll was called on above resolution and all members voted in the affirmative.

Adjourned.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 23:" as follows:

ST. LOUIS COAL TRAFFIC BUREAU, PROCEEDINGS OF A SPECIAL MEETING, HELD IN THE SECRETARY'S OFFICE.

St. Louis, Mo., April 16, 1902.

Representation:
B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—C. F. Parker.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—J. M. Denyven.
Southern Ry.—R. A. Campbell.
St. L. B. & So. Ry.—C. F. Parker.
St. L. T. & E. R. R.—E. H. Conrades.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—

C. F. Parker, Chairman.

Meeting convened at 11:00 a. m.

Meeting was called by circular letter April 14th, file 201, as follows:

"You are hereby urgently requested to attend a meeting of the bureau at this office on Wednesday, April 16th, 10:30 a. m., in accordance with the following letter:

"It has been suggested that a meeting of the Coal Traffic Bureau be called as soon as possible for the purpose of considering matters of rates on coal from Illinois mines to East St. Louis for the coal season upon which we are just entering.

I would therefore be obliged if you will issue a call for such a meeting to be held at your office on Wednesday, April 16th. In issuing this call, kindly urge that full representation is desired.

It is thought advisable to call a meeting of the St. Louis Coal Traffic Bureau to consider important matters; therefore, please call meeting of the Chief Traffic Officials for Wednesday, April 16th, at 10:30 a. m."

After much discussion the following resolutions were adopted:

Resolved, That the roll be called and the representative of each line answer as to whether or not his line is maintaining the rates filed by his company with the bureau, as set forth in information circular No. 2.

Roll was called in accordance with the resolution and each member individually stated that his line was maintaining rates as published in information circular No. 2.

Resolved, That the roll be called and the representative of each line answer as to whether or not his line is applying freight charges on coal in exchange for chatts.

In line with the above roll was called and the representatives present, excepting the Southern and M. & O. stated that they had no such arrangement in effect on their line.

The representatives of the Southern and M. & O. answered as follows:

Southern Ry.—We have a contract for the exchange of coal freight for chatts, but it is inoperative at the present time on account that there is a large amount of chatts due us on coal that has already been delivered, to the extent of probably $25,000, and we will not

be able to resume the contract before next fall or winter.

M. & O. R. R.—I am not prepared to answer but will look into the matter and give the secretary reply by letter.

The secretary to notify members by circular letter of the reply received from M. & O. R. R.

Resolved, That the St. Louis & Illinois Suburban Railroad be invited to become a member of this bureau and the secretary be instructed to confer with the proper official of that company.

R. M. Fraser, Secretary.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 24;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU. PROCEEDINGS OF A MEETING HELD IN THE OFFICE OF THE SECRETARY.

St. Louis, Mo., March 18, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—A. N. Dale.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—J. T. Poe, J. M. Denyven.
Southern Ry.—R. A. Campbell.
St. L. B. & So. Ry.—A. N. Dale.
St. L. T. & E. R. R.—W. F. Gould.
T. H. & I. R. R.—W. Hodgdon, G. L. Stevens.
Wabash R. R.—S. B. Knight.

A. N. Dale, Chairman.

At meeting of the Coal Traffic Bureau, held March 18th, 1903, each road there represented, individually announced that they would continue the rates shown

in information circular No. 4, on bituminous coal, until notice of their desire to change is filed with the Coal Traffic Bureau.

The Secretary was instructed to take up with the C. & A.—T. St. L. & W. and Electric lines the subject of rates on coal, with the view of ascertaining what rates they propose to maintain on bituminous coal from Illinois mines to East St. Louis and vicinity. Members to be advised of replies received.

It having been stated that the period for which the executive committee was elected had expired (as provided in articles of organization), it was

Resolved, That the present committee be re-elected, viz: the representative of the C. C. C. & St. L. Ry.—C. P. & St. L. Ry.—I. C. R. R.—L. & N. R. R. and T. H. & I. R. R.

The subject of absorption of switching at East St. Louis was next considered and after discussion, it was

Resolved, That the question of absorption of switching on coal, within the switching limits of East St. Louis, viz: on bituminous coal from Illinois points, be left optional, individually with the line that carries the coal. This does not apply to the *trackage charge* assessed for delivery of coal within the National Stock Yards. It being understood that this *trackage charge* will be in addition to the rate.

The secretary stated that the increased expense of living made it very necessary that the allowance for salary for clerical services, authorized in 1898, be increased from $100 to $125 per month and requested the bureau to authorize this amount and it was:

Resolved, That the matter be left with the secretary, with the understanding that the bureau expense for clerical services shall not exceed $125 per month.

It was suggested by a member that it would be advisable to have meeting of the bureau in April, and it was

Resolved, That the secretary issue a call for meeting of the bureau on April 14th, sending notice to the members in usual manner.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 25;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., April 14, 1903.

Representation:
B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—A. N. Dale
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—Haiden Miller.
Southern Ry.—R. A. Campbell.
St. L. B. & So. Ry.—A. N. Dale.
T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—
St. L. T. & E. R. R.—E. H. Conrades.

A. N. Dale, Chairman.

Meeting convened 10:30 a. m.

The meeting convened in accordance with resolution adopted March 18th. The minutes of meeting March 18th were read and after being corrected by Southern and L. & N. Railroads were approved.

The secretary reported having written to representatives C. & A. Ry., T. St. L. & W. R. R., and Belleville Electric Line, as instructed at meeting March 18th and replies received from C. & A. and T. St. L. & W. were satisfactory.

Mr. J. M. Bramlette, general superintendent of the East St. Louis and Suburban Ry. Co., not having replied to letter March 28th, the secretary was instructed to write him again.

After a general discussion between the members as to the condition of affairs regarding coal traffic, on motion, duly seconded and carried the chairman asked the roads represented to declare themselves individually as to their position on the following propositions.

First—Maintenance of rates as per St. Louis Coal Traffic Bureau Information Circular No. 4, from Jan. 10th to March 31st, 1903, as against contracts at less.

The roads were not prepared to express themselves, but would endeavor to do so at meeting, May 21st.

Second—Maintenance of rates as per St. Louis Coal Traffic Bureau Information Circular No. 4, April 1st, 1903, to March 31st, 1904.

The roads, members of the bureau, individually advised that they will continue rates as per information Circular No. 4, until notice is given to the contrary to the secretary of the bureau.

Third—Action contemplating refusal to protect rates annually or for a term, after March 31st, 1904.

Notwithstanding that article 7 of the agreement, effective January 4th, 1901, provides for a coal year, which has been construed not to prohibit entering into contracts with operators and others at current rates for the period therein specified, the roads, members of this bureau individually advised that, effective April 1st, 1904, they will not guarantee or protect rates for any period longer than that required to change tariffs.

The secretary was instructed to notify both the C. & A. and T. St. L. & W. regarding action taken in reference to time contracts.

On motion meeting adjourned until Thursday, May 21st.

R. M. Fraser, Secretary.

N. B.—I enclose two (2) copies of action regarding Time Contracts to attach to Article 7 of the Agreement."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 26;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., May 21, 1903.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. C. C. & St. L. Ry.—W. Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—A. N. Dale.
L. & N. R. R.—J. N. Chandler.
M. & O. R. R.—J. M. Denyven.
Southern Ry.—R. A. Campbell.
St. L. B. & S. Ry.—A. N. Dale.
St. L. T. & E. R. R.—E. H. Conrades.
T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—
Edw. Hart, Jr., Chairman.

Meeting convened at 10:30 a. m. in accordance with resolution adopted April 14th and Mr. Edw. Hart, Jr., was elected chairman.

The minutes of meeting April 14th were read and approved.

The secretary reported having written again to the representative Belleville Electric Line, for information as to rates they propose to maintain, as instructed at meeting April 14th and read reply received and no further action required.

After consideration of the first proposition, as per proceedings of meeting held April 14th, it was:

Moved, That the subject be laid on the table.

As instructed, the secretary notified both C. & A. and T. St. L. & W. regarding action take on the third proposition (see proceedings April 14th) replies were received concurring in the action of the bureau.

There being no further business, the meeting adjourned until the third Thursday (20th) of August, unless

special meeting is requested at an earlier date.

R. M. Fraser, Secretary.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 27;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., Aug. 20th, 1903.

Representation:
B. & O. S. W. R. R.—F. L. Tettemer.
C. C. C. & St. L. Ry.—L. H. Mussman.
C. P. & St. L. Ry.—
I. C. R. R.—C. F. Parker, A. N. Dale.
L. & N. R. R.—Jno Fitzgerald.
M. & O. R. R.—Haiden Miller.
Southern Ry.—C. D. Morris.
St. L. B. & So. Ry.—C. F. Parker, A. N. Dale.
St. L. T. & E. R. R.—
T. H. & I. R. R.—
Wabash R. R.—P. W. Coyle.

A. N. Dale, Chairman.

Meeting convened at 10:30 a. m. in accordance with action of meeting May 21st.

Mr. A. N. Dale was elected chairman.

Minutes of meeting May 21st were read and approved.

After a general discussion regarding coal traffic matters, action was taken as indicated below:

Lines individually announce that they will not pay any claims for protection of rates, published in St. Louis Coal Traffic Bureau Information Circular No. 3, on shipments forwarded subsequent to the date of rates announced in Information Circular No. 4, on non-contract coal, without conference at special meeting of this bureau, to be called in usual way.

The secretary is hereby instructed to address all members of this bureau, requesting them to advise whether or not they have paid claims for refund on contract coal, shipped after date of Information Circular No. 4 and up to and including March 31st, 1903.

Note.—On receipt of reply from all members the information will be communicated by circular letter.

There being no further business meeting adjourned.

R. M. Fraser, Secretary.

N. B.—Leave of absence having been granted me by the eastbound committee, it was my intention to make similar request at the meeting today, but it was overlooked. I trust, however, that there will be no objection by members of the bureau, to my absence for a short time.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 28;" as follows:

ST. LOUIS TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., March 16, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.

C. C. C. & St. L. Ry.—Walter Nichols, by L. H. Mussman.

C. P. & St. L. Ry.—W. M. Bushnell, by C. W. Galligan.

I. C. R. R.—A. N. Dale.

L. & N. R. R.—John Fitzgerald.

M. & O. R. R.—Haiden Miller, by W. K. Vandiver.

Southern Ry.—R. A. Campbell.

St. L. B. & S. Ry.—A. N. Dale.

St. L. T & E. R. R.—E. H. Conrades.

T. H. & I. R. R.—Wm. Hodgdon, by H. R. Griswold.

Wabash R. R.—S. B. Knight.

A. N. Dale, Chairman.

Meeting convened at 2:30 p. m. in accordance with call issued March 2nd for the 15th inst. and postponed until the 16th inst., by notice dated March 14th.

The action taken at meeting April 14th, 1903, regarding time contracts for the transportation of coal on and after April 1st, 1904, was individually reaffirmed.

The subject of free transportation of coal from Illinois mines to Louisiana Purchase Exposition, submitted to members by circular letter February 16th, 1904, file 205, was ordered laid on the table.

As the period (one year) for which the executive committee was elected (March 18th, 1903) would expire on the 18th inst., as provided in the articles of organization, it was:

Resolved, That the present committee be re-elected, viz: the representatives of the C. C. C. & St. L. Ry, C. P. & St. L. Ry., I. C. R. R., L. & N. R. R. and T. H. & I. R. R.

R. M. Fraser, Secretary.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 29;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., June 16, 1904.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—A. N. Dale.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—Haiden Miller.
Southern Ry.—R. A. Campbell.
St. L. B. & So. Ry.—A. N. Dale.
St. L. T. & E. R. R.—E. H. Conrades.

T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—P. E. Coyle.

A. N. Dale, Chairman.

Meeting convened in accordance with call issued June 10th.

The secretary read letter of 10th from general traffic manager T. St. L. & W. R. R., acknowledging invitation to become a member of the bureau, stating in effect that they did not at present desire to increase their expenses, were hauling very little coal to this market, but would work in concordance with the purposes of the bureau.

The secretary was instructed to write the representative of the St. Louis & Belleville Electric Ry. and East St. Louis & Suburban Ry. also the representative of the St. Louis & O'Fallon Ry. requesting them to become members of the bureau.

After further discussion of the general situation the meeting adjourned until the next regular meeting date, Thursday, August 18th.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 30;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Special Meeting, Held in the Office of the Secretary.

St. Louis, Mo., Jan. 26, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—L. H. Mussman.
Ill. Cent. R. R.—F. H. Harwood.
St. L. B. & So. Ry.—A. N. Dale.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—Haiden Miller, J. M. Denyven.
St. L. & O'F. Ry.—J. M. Browning.

St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.

A. N. Dale, Chairman.

At meeting of the St. Louis Coal Traffic Bureau, held this date, lines interested individually announced that they will charge from this date until April 1st, 1906, the rates shown in Information Circular No. 4 and Amendment No. 3, effective this date, and thereafter until formal notice.

The secretary read correspondence with freight traffic manager Mo. Pac. Ry., regarding membership in the bureau and was instructed to confer with Mr. Stith with the view of having the St. L. I. M. & So., Illinois Division, becoming a member of the bureau or to at least endeavor to arrange for daily report of the coal tonnage received at their East St. Louis or East Side station.

Messrs. J. M. Browning, John Fitzgerald and E. H. Conrades were appointed a committee to confer with officials of the St. Louis & Belleville Electric Ry. with the view of their becoming members of the bureau.

R. M. Fraser, Secretary.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 31;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., April 29, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. P. & St. L. Ry., L. & N. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.

I. C. R. R., St. L. B. & So. Ry.—F. H. Harwood, A. N. Dale.
L. & N. R. R.—W. J. Dickinson, J. Fitzgerald.
M. & O. R. R.—J. M. Denyven.
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—T. C. Powell, R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle.
There was also present:
Mr. W. C. Stith, F. T. M., Mo. Pac., St. L. I. & So. Ry.

Mr. A. N. Dale, Chairman.

Meeting convened in accordance with call issued April 27th, on request of a member as follows:

"I have had several informal conversations with various members of the Coal Traffic Bureau and find that conditions are very unsatisfactory and for this reason I respectfully request that you call a meeting of the Coal Traffic Bureau, Saturday morning, at 10:00 a. m."

After a general discussion regarding the unsatisfactory conditions that prevail, the representatives of lines interested individually announced the minimum charges that they will make for the transportation of coal from Illinois mines to East St. Louis, etc., May 1st, 1905, to March 31st, 1906, inclusive, unless formal notice of change. It being understood that no contract would be made or protected extending the rates named beyond March 31st, 1906.

The rates effective May 1st, 1905, to be furnished by letter to the secretary and by him published in information circular No. 5, in accordance with resolution as follows:

Resolved, That the individual rates, effective May 1st by the interested roads be furnished the secretary by letter without delay to be promulgated by him in information circular No. 5 as effective May 1st, 1905.

R. M. Fraser, Secretary.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 32;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., May 29th, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. P. & St. L. Ry.—J. P. Ramsey.
L. & M. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—F. N. Harwood.
St. L. B. & So. Ry.—A. N. Dale.
L. & N. R. R.—J. Fitzgerald.
M. & O. R. R.—J. M. Denyven.
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon.
Wabash R. R.—S. B. Knight, P. W. Coyle.

There was also present:
Mr. W. C. Stith, F. T. M., Mo. Pac.—St. L. I. M. & So. Ry.

Mr. A. N. Dale, Chairman.

Meeting convened today in accordance with adjournment, May 24th, in consequence of all members not being present on that date.

After a general discussion today the representatives of lines interested individually announced the *minimum* charges that they will make for the transportation of coal from Illinois mines to East St. Louis, etc., effective June 5th, 1905. It being understood that no contract would be made or protected extending the rates named beyond March 31st, 1906.

The right was reserved to absorb switching charges on east side not to exceed 10 cents per ton.

The rates effective June 5th, 1905, to be furnished by letter to the secretary, and by him published in information circular No. 6, in accordance with resolution as follows:

Resolved, That the individual rates, effective June 5th by the interested roads be furnished the secretary, by letter, without delay, to be promulgated by him in information circular No. 6, as effective June 5, 1905.

It was also

Resolved, That Messrs. Wm. Hodgdon, E. Hart, Jr., and S. B. Knight be appointed a committee to confer with Mr. W. C. Stith, F. T. M., Mo. Pac., I. M. & So. Ry., Illinois division with the view of their becoming a member of the bureau or at least endeavor to arrange for daily report of the coal tonnage received at their E. St. Louis or East-side station.

And it was further

Resolved, That Messrs. J. M. Browning, J. Fitzgerald and E. H. Conrades be appointed a committee to confer with officials of the St. Louis & Belleville Electric Ry. with the view of their becoming members of the bureau.

R. M. Fraser, Secretary.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 33;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., June 28, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry, L. & M. R. R.—W. M. Bushnell.
Ill. Cent. R. R.—F. H. Harwood.—A. N. Dale.

St. L. B. & So. Ry.—A. N. Dale.—F. H. Harwood.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—W. K. Vandiver.
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon.
Wabash R. R.—C. C. Landers.

A. N. Dale, Chairman.

Meeting convened in accordance with call issued June 26th, on request of a member, as follows:

"Please call a meeting of the St. Louis Coal Traffic Bureau, Wednesday morning, June 28th, at 10:00 o'clock, to discuss the matter of rates on Coal from outer groups to East St. Louis, particularly rate of 35 cents per ton, recently published by the Ill. Cent., and oblige.

The committee appointed at meeting May 29th to confer with officials of the Missouri Pacific, Iron Mountain & Southern Ry., and the St. Louis & Belleville Electric Ry., with the view of their becoming members of the bureau, reported action taken and were allowed further time to complete arrangements.

The secretary read correspondence with officials of the C. E. & I. Railroad regarding membership in the bureau and was instructed to continue his efforts to secure the membership of the C. E. & I. R. R. in this bureau and failing in this, that he endeavor to get a daily statement from them showing the coal tonnage that they handle into St. Louis, whether for railroad or other use.

After discussion of the situation generally and particularly of the subject for which the call was issued, the meeting adjourned.

Amendment No. 1 to Information Circular No. 6 will be issued at once showing the changes in rates announced by the Ill. Cent. R. R. from mines on the Ill. Cent. R. R., effective June 19th.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 34;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., Nov. 6, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & E. I. R. R.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L., L. & M. Ry.—W. M. Bushnell.
E. St. L. & S. Ry., St. L. & B. E. Ry.—C. S. Darrach.
Ill. Cent. R. R., St. L. B. & So. Ry.—F. H. Harwood, A. N. Dale.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—W. K. Vandiver.
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.
Southern Ry.—R. A. Campbell, R. B. Pegram.
Vandalia R R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.

A. N. Dale, Chairman.

Meeting convened in accordance with call issued November 3d, on request of a member, as follows:

"Will you kindly call a meeting of the Coal Traffic Bureau, Monday, the 6th inst., 10 a. m., to consider an advance in the rates on coal for the remainder of the coal year?

"We believe that this would be an opportune time to take action in that direction."

After a general discussion of the subject the representatives of lines interested individually announced as follows:

The B. & O. S. W. R. R. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days notice and all shippers and other interested parties will be so advised at once.

The B. & O. S. W. R. R. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The C. C. C. & St. L. Ry. announces that, effective April 1st, 1906, it coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The C. C. C. & St. L. Ry. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The L. & M. Ry. and C. P. & St. L. Ry. announce that, effective April 1st, 1906, their coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The L. & M. Ry. and C. P. & St. L. Ry. are not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The E. St. L. & S. Ry. and St. L. & B. E. Ry. announce that effective April 1st, 1906, their coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The E. St. L. & S. Ry. and St. L. & B. E. Ry. are not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The Ill. Cent. R. R. and St. L. B. & So. Ry. announce that, effective April 1st, 1906, their coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The Ill. Cent. R. R. and St. L. B. & So. Ry. are not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The L. & N. R. R. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The L. & N. R. R. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The M. & O. R. R. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The M. & O. R. R. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The St. L. & O'F. Ry. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The St. L. & O'F. Ry. is not obliged to protect any coal rates into East St. Louis beyond March 31st, 1906.

The Southern Ry. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The Southern Ry. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

The Wabash R. R. announces that, effective April 1st, 1906, its coal rates will be subject to change upon ten days' notice and all shippers and other interested parties will be so advised at once.

The Wabash R. R. is not obligated to protect any coal rates into East St. Louis beyond March 31st, 1906.

Note.—The announcemnts are made with the understanding that final action is to be taken at meeting of November 23rd, 1905.

The secretary was instructed to take the subject up with Messrs. E. J. Knickerbocker, C. T. M., C. & E. I. R. R.; E. H. Conrades, president, St. L. T. & E. R. R. and Wm. Hodgdon, G. F. A. Vandalia R. R., with the view of securing their announcement.

The secretary to also advise Mr. W. C. Stith, F. T. M., Mo. Pac.-I. M. & So. Ry. of meeting to be held November 23rd, and request him to be present.

There being no further business, the meeting adjourned until Thursday, November 23rd, 10 a. m., it having been deemed advisable to postpone date of regular quarterly meeting (November 16th) until the 23rd

inst., as several members could not be present on the 16th.

R. M. Fraser, Secretary.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 35;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., Nov. 23, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.
L. & M. Ry.—W. M. Busmell.
E. St. L. & S. Ry.—C. S. Darrach.
St. L. & B. E. Ry—C. S. Darrach.
Ill. Cent. R. R.—B. J. Rowe.
St. L. B. & So. Ry.—B. J. Rowe.
L. & N. R. R.—H. D. Highes.
M. & O. R. R.—W. K Vandiver
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—R. B. Pegram, C. D. Morris.
Vandalia R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle.
Also present:
Mo. Pac. Ry.—W. C. Stith.

Wm. Hodgdon, Chairman.

Meeting convened in accordance with adjournment (Nov. 6th) and call issued Nov. 13th.

After discussion of matters under consideration at meeting Nov. 6th, further consideration was postponed until Monday, Dec. 4th at 10:00 A. M., at which time all members are urgently requested to come prepared to dispose of the several subjects.

Mr. W. C. Stith, F. T. M., was present and gave notice that commencing Dec. 1st, 1905, the Missouri Pacific-Iron Mountain & Southern Ry. would become a member of the bureau.

R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 36;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Secretary.

St. Louis, Mo., Dec. 11th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. E. & I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Geo. H. Ingalls, Walter Nichols.
C. P. & St. L. Ry—W. M. Bushnell.
L. & M. Ry—W. M. Bushnell.
E. St. L. & S. Ry.—C. S. Darrach.
St. L. & B. E. Ry.—C. S. Darrach.
Ill. Cent. R. R.—A. N. Dale.
St. L. B. & So. Ry.—A. N. Dale.
L. & N. R. R.—John Fitzgerald.
M. & O. R. R.—J. M. Denyven.
St. L. & O'F. Ry.—J. M. Browning.
St. L. T. & E. R. R.—E. H. Conrades.
Southern Ry.—T. C. Powell, R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle, by R. M. Fraser.
St. L. I. M. & So. Ry. (Ill. Division)—W. C. Stith.

A. N. Dale, Chairman.

Meeting convened in accordance with adjournment (Dec. 4th) and call issued Dec. 8th.

The Special Committee appointed at meeting 4th inst. requested further time to report, which was granted.

The representatives of roads individually announced that they would not quote or guarantee rates on Coal applicable after March 31st, 1906, until the Special Committee have submitted their report and same has been considered by this Bureau.

R. M. Fraser, Secretary.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 37;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, Mo., Dec. 28, 1905.

Files 205-A. & 223.

To the Members of the Bureau:

Gentlemen:—I am in receipt of letter from a member as follows:

"*Rate Adjustment: Rates on Coal to St. Louis, Mo.*

"I am in receipt of advice that effective Jan. 1st, the rate on coal from East St. Louis to industries on the Terminal Railroad Ass'n and subsidiary Companies will be twenty cents per ton and that no switching will be absorbed out of this rate when business is destined to industries on the rails of connections beyond these companies.

"I understand that it is not the intention of the lines operating into East St. Louis to absorb any switching on any coal destined to the west Side, but in order to have the question a matter of record in your Bureau, I will be pleased if you will submit information to the various members of their views and advise."

"Kindly advise your views by return mail and when all answers are received, the informtaion will be communicated to all members.

Respectfully,

R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 38;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, Mo., June 20, 1905.

File 205-A.

To the Members of the Bureau:

Gentlemen:—I give below copy of letter, dated Chicago, June 19th, file 780-E, from the Coal Traffic Manager, Illinois Central R. R.:

"Effective at once, we will publish a rate of 35 cents per ton on coal, carloads, from our Carterville-Herrin District including Murphysboro, to East St. Louis.

"This is made necessary by reason of a rate of 35 cents per ton being carried by the Missouri Pacific from the same district to Bixby. The rate charged by the Missouri Pacific from Bixby to St. Louis is 30 cents per ton, which is the same as in effect via the Terminal Ass'n from East St. Louis to St. Louis. The Bixby combination makes a rate to St. Louis of 65 cents per ton and under the present adjustment via East St. Louis, our rate is 70 cents per ton. In order to meet this competition we are forced to reduce the rate to East St. Louis to 35 cents per ton."

This for your information.

Respectfully,

R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 39;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, Mo., May 22, 1905.

File 205-A.

To the Members of the Bureau:

Gentlemen:—I give below copy of telegram, dated May 22nd, from G. F. A., B. & O. S. W. R. R.—

Cut.—In view of reduction in rates on Coal by M. & O., Vandalia, etc., this is to notify you we will publish, effective today, rate fifteen (15 cents) cents per ton from our Illinois Mines, Salem and West, to East St. Louis."

"This for your information.

Respectfully,

R. M. Fraser."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 40;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, Mo., May 25, 1905.

File 205-A.

IMPORTANT.

To the Members of the Bureau:

Gentlemen:—I give below copy of telegram received at 3:15 P. M., dated Chicago, May 25th, from Coal Traffic Manager, Illinois Central R. R. Co.—

"Effective today our rates on soft coal from Mines on our line shown in your Information Circular No. 5, as taking rate of 30 cents per ton into East St. Louis, will be Two Dollars ($2.00) per car of 60,000 lbs., subject to our regular minimum weights."

This for your information.

Respectfully,

R. M. Fraser, Secretary."

N. B.—Copies (2) sent to resident members only.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 41;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, Mo., May 24, 1905.

IMPORTANT.

To the Members of the Bureau:

Gentlemen:—I give below copy of letter, dated May 24th, from president St. Louis & O'Fallon Ry. Co.

"I beg to announce that effective May 25th, the St. Louis & O'Fallon Railway Company will name a switching rate on coal of $2.00 per car of 100,000 lbs. capacity, and $1.00 per car for cars of 60,000 lbs. capacity between their mines No. 1 and No. 2 to the Terminal Belts at East St. Louis, Illinois."

This for your information.

Respectfully,

R. M. Fraser, Secretary."

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary.

St. Louis, May 24, 1905.

File 205-A.

To the Members of the Bureau:

Gentlemen: I give below copy of letter, dated May 24th, from G. F. A. Litchfield & Madison Ry.

"Beg to advise you that this Company has established a rate of 10 cents per ton on coal from Staunton, Worden and Edwardsville to E. St. Louis, effective today and subject to cancellation on five days' notice."

This for your information.

Respectfully,

R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 42; as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern R. R.
Illinois Central Railroad.
Mobile & Ohio R. R.
Cleveland, Cincinnati, Chicago & St. Louis Ry.
Louisville, Evansville & St. Louis R. R.
St. Louis, Belleville & Southern Ry.
Terre Haute & Indianapolis R. R.
The Wabash R. R.
Chicago, Peoria & St. Louis Ry.
Louisville & Nashville Ry.

St. Louis, Troy & Eastern R. R.
Union Station, Rooms 404-406.
R. M. Fraser, Secretary.

St. Louis, Mo., March 8, 1901.

Please refer to file March 8, 1901.

To the Members of the St. Louis Coal Traffic Bureau.

Gentlemen:—At the request of several of the members of the Bureau, who attended the meeting yesterday, I give copy of remarks and resolutions offered by Traffic Manager Graham, as follows:

"I believe I appreciate the object Mr. Hurlbut has in view but I am inclined to doubt whether it will bring about the desired result. Now I would submit a resolution, as follows:

Resolved, That the Executive Officers of each of the lines, members of the St. Louis Coal Traffic Bureau, file with the Secretary, within 10 days, over his autograph official signature, a declaration that the Company he represents will absolutely maintain the individual rates, or rather, the rates of the individual lines, as published by the Secretary of the St. Louis Coal Traffic Bureau in Information Circular No. 1, effective Jan. 4th, 1900, and that no contracts guaranteeing a rate in the future, shall be made by any Railroad Company, member of this Bureau, until another meeting has been called to consider the question of apportionment."

Resolution was seconded by A. G. F. A. Holliday and on roll being called vote resulted as follows:

B. & O. S. W.—Aye.
C. C. C. & St. L.—Aye.
C. P. & St. L.—Aye.
Ill. Cent.—No.
L. & N. R. R.—Aye.
M. & O. R. R.—Aye.
Southern Ry—Aye.
St. L. B. & So.—No.

St. L. T. & E.—Aye.
T. H. & I.—Aye.
The Wabash—Aye.

As it required a unanimous vote, resolution was declared lost.

Respectfully.

R. M. Fraser, Secretary.

N. B.—This to be attached to or made part of proceedings of meeting March 7th.

ST. LOUIS COAL TRAFFIC BUREAU.

Paper Submitted at Meeting of the Bureau March 7th, 1901.

Whereas, Various efforts have been made in the past to provide for and maintain a remunerative rate on coal in this market, all, or nearly all, of which have failed of their purpose; and

Whereas, Experience having demonstrated that the only practical way by which stable rates on coal can be restored and successfully maintained is by an agreement or understanding which provides for an equitable division of the tonnage as between the various coal carriers handling coal to this market; and

Whereas, It being conceded that, before any just division of the tonnage can be accomplished between the various railroads, the same must be divided with due regard to the operators doing business on the various lines; and

Whereas, The records of the Secretary of the St. Louis Coal Exchange, together with the following table, showing the percentage earned by each railroad, including commercial coal, Railroad Coal and Western Coal, indicate (after making due allowances for new lines, new mines and other changed conditions), about what percentage should be given to each line:

	1895.	1896.	1897.	1898.	1899.	1900.
B. & O. S. W.	12.94	11.44	10.26	10.52	10.55	12.86
C., C., C. & St. L. Ry.	04.72	03.95	02.00	03.28	03.66	04.40
C., P. & St. L. Ry.	05.32	04.16	05.86	08.00	09.40	08.75
Ill. Central Ry.	34.64	36.56	35.35	37.82	32.38	22.90
L., E. & St. L.	08.31	08.33	10.10	10.71	11.13	13.99
L. & N.	10.36	11.68	12.00	10.15	10.04	11.30
Mobile & Ohio R. R.	03.98	03.20	06.75	04.80	05.42	06.39
Vandalia	09.31	08.90	06.50	17.38	09.09	08.64
T., St. L. & W.	02.22	01.83	03.80	02.20	03.50	02.44
Wabash	08.15	09.60	06.28	04.96	04.47	02.74
J. & St. L.						00.04
St. L., T. & E.						03.46
Chicago & Alton	00.05	00.35	01.10	00.18	00.36	02.09
	100.%	100.%	100.%	100.%	100.%	100.%

Resolved, First—That ——————————be, and he is hereby constituted a Special Committee to divide all the bituminous coal tonnage mined in the State of Illinois and shipped to or through this market, between the various coal-carrying railroads;

Second—That tonnage so divided shall include all so-called Commercial Coal, Railroad Coal, Western Coal and any and all other bituminous coal mined in the State of Illinois and passing into or through this market, excepting, of course, all coal handled by the respective lines intended for their own use as locomotive fuel, or used otherwise in their operating departments, which coal shall be reported to the Traffic Association daily; but all coal of this character produced by the mines on one line and handled to or through East St. Louis, Venice, Madison or East Carondelet, for the uses of another line must be subject to he operation of the percentages; *provided, however, that all coal for points beyond a radius of 100 miles from St. Louis, in the state of Missouri, passing through Alton via Alton Bridge, or other Alton transfers, may not and should not, be counted in the percentages so submitted* by the Comittee; and provided, further, that all coal passing through Alton for *points within* the 100 mile radius, including the cities of St. Louis and East St. Louis and the markets upon or on either side of the Mississippi River, at or near St. Louis or East

St. Louis, *shall be covered* by the percentages so submitted:

Third—That the basis so submitted shall not be binding unless approved by all of the members hereof; provided that no line shall be allowed a less per cent than the following minimum table shows each to be entitled to receive:

	Percent.	Tonnage on basis of 4,400,000.
B. & O. S. W.....	10.00	440,000
C. C. C. & St. L.....	04.00	176,000
C. P. & St. L. (includes J. & St. L.).....	07.50	330,000
Ill. Cen. & St. L. B. & S.	24.00	1056,000
So. Ry. (L. E. & St. L.)	10.00	440,000
L. & N.....	09.50	418,000
Mobile & Ohio.....	05.00	220,000
Vandalia	07.50	330,000
T. St. L. & W.....	03.00	132,000
Wabash	04.00	176,000
St. L. T. & F.....	07.00	308,000
C. & A.....	12.50	110,000
Total	94.00	4136,000
To be divided by committee	06.00	264,000
Total	100 %	4400,000

Fourth—That the 6 per cent to be divided, which is hereby placed in the hands of the Committe, shall be divided between the lines in such manner as the said Committee may determine, except that no line shall be given more than one per cent.

Fifth—The percentage allotted to each line, and to each operator on the respective lines, shall take effect on April 1st, 1901, and continue in effect until April 1st, 1902, and thereafter until sixty days (60) written notice to the Secretary shall have been given by any line of a demand for a readjustment of the same. It be-

ing expressly understood and agreed, however, that, pending a readjustment of new percentages after April 1st, 1902, the per cents so submitted by the Committee under the terms of this resolution, shall remain in full force and effect."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 43;" as follows:

ST. LOUIS COAL TRAFFIC BUREAU.

Office of the Secretary, 404-406 Union Station.

St. Louis, Mo., Feb. 3, 1900.
File 203.

To the Members of the Bureau:

Gentlemen: At meeting 23rd inst., the subject of advancing rates on Commercial Coal was further considered and each road's representative stated that, it is the intention of their Company to advance the rate on Coal 5 cts. per ton, effective March 1st., and it was:

"Resolved, That, if the representative of either road finds that, he cannot advance the rate, effective March 1st, that he notify the Secretary to that effect, within 10 days from this date (Jan. 23rd), and that the Secretary advise the members accordingly."

I am in receipt of letters from members as follows:

"After careful consideration of the action taken at the meeting on January 23rd, in which this Company gave notice that the tariff rates on coal to East St. Louis would be advanced on March 1st five cents per ton, we think it an inopportune time to make the advance in the rate, as per our notice of Jan. 23rd, and we desire to give further notice that the present tariff minimum rate of 35 cts. with existing differentials, will continue until further notice."

"In regard to advancing rates on commercial coal, beg to say that after full consideration of this matter I do not feel that it would be a good thing to make the proposed advance in rates."

Information Circular No. 1 will be issued at once, naming the Individual Rates, at present in effect, by the several roads. between the points named.

Respectfully,
R. M. Fraser, Secretary."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 52;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting, Held at the Louisville Hotel, Louisville, June 24th, 1900.

Representation:

B. & O. S. W. R. R., Ed. Hart, Jr.
C., C., C. & St. L. R. R., H. F. Frost.
C., H. & D. Ry., E. J. Hutchinson.
I. C. R. R., D. W. Longstreet.
I. D. & W. Ry., Jno. S. Lazarus, by E. J. Hutchinson.
L. E. & St. L. C. R. R., J. B. Campbell.
L. H. & St. L. Ry., L. J. Irwin.
P. C. C. & St. L. Ry., S. E. Mullings.
T. H. & I. R. R., N. W. Taylor, by S. E. Mullings.
T., St. L. & K. C. R. R., ———.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rates on Plaster, Carloads.

The Chairman called attention to Central Freight Ass'n Information No. 1927, authorizing rates on Plaster, etc., C. L. on basis 83.33 per cent of the 6th class rates, stating that he had written Secretary Fulton to ascerain if the C. & O. R. Committee would advance their rates in accordance with Information No. 1932 and received reply to the effect that they had decided not to advance rates to basis named, between Chicago, Cincinnati, Louisville, etc., and it was,

Resolved, That the roads, members of this Committe individually advise that no change will be made in the rates, on this tariff, named in this Committee's Tariff I. C. C. No. B-18, and subject to be tabled.

Rate on Hair, "Small Quantities," Loaded in the Same Car With Cement or Lime, C. L.

Attention was called to C. F. A. Information No. 1936, regarding rates on shipments of hair in small quantities loaded in the same car with Cement or Lime, C. L., and it was,

Resolved, That the members individually advise that on Hair in small quantities, loaded in same car with Cement or Lime in carloads, will be charged the less than carload rate, provided for Hair in the Official Class'n and that Joint Freight Tariff I. C. C. No. B-18 be amended accordingly, effective on Legal Notice.

Minimum Carload Weight on Provisions, Central Freight Ass'n. Information No. 1932, Dec. 21, 1899.

Chairman stated that, on receipt of the above information number, he had written the Secretary of the Chicago & Ohio River Committee to ascertain if that Committee's Through Freight Rates No. 41 would be amended in line with Information No. 1932, and received reply to the effect that the list of Articles taking Packing House Products Rates, would be amended in accordance with Information No. 1932, *except as to Bulk Meats*, which would continue at minimum weight of 28,000 lbs., and in view of same it was,

Resolved, That the roads, members of this Committee, individually advise, that, effective on Legal Notice, Joint Freight Tariff I. C. C. No. B-18 be amended so that list of Articles Taking Packing House Products Rates will be the same as authorized by Central Freight Ass'n. Information No. 1932 and Amendment No. 1954, also including Bulk Meats at Minimum 28,000 lbs., and further that Joint proportional Tariff I. C. C. No. B-17 be amended authorizing Minimum Weight on Bulk Meats, C. L. 28,000 lbs., and it is further,

Resolved, That as the following articles, viz.: Oils, Corn, Lard, Red and Tanners are not now included in C. F. A. Information No. 1932, they be also eliminated from Note 3, page 4, under Articles Taking Packing House Products Rates, and be included in the Tariff under separate heading, rate 12 cts., per 100 lbs., C. L. Minimum Weight 30,000 lbs., in line with rates on same traffic between Chicago, Cincinnati, Louisville, etc.

Charging Actual Gross Weights on Oil in Wood, C. L. Minimum 30,000 Lbs.

Whereas, Central Frt. Ass'n. Information No. 1952 authorizes that actual gross weights, subject to Minimum Carload Weights, as provided therefor in Official Class'n. or otherwise, will be charged on all kinds of Oils, shipped in wood, *except* Petroleum and its products, be it therefore,

Resolved, That the roads, members of this Committee, individually advise, that, effective on Legal Notice, Joint Freight Tariff I. C. C. No. B-18, naming Minimum Weights, on Oils, in wood, 24,000 lbs., be amended to read, on all kinds of Oils, C. L. in the wood, actual gross weights be charged minimum 30,000 lbs., *except* on Petroleum and its products, which will continue at 24,000 lbs., and on Tallow Oil and Oleo Oil, included in list of Articles Taking Packing House Products, minimum carload weight 28,000 lbs.

Rates on Unmanufactured Tobacco in Hogsheads, any Quantity.

Resolved, That, subject be laid over until next regular meeting.

Election of Executive Committe.

The term of Office for which the Executive Committee were elected for 1899, having expired, it was

Resolved, That, Messrs. R. A. Campbell, N. W. Taylor and W. D. Holliday be and are hereby elected an Executive Committee the year 1900 and to hold office as provided in the Articles of Organization.

Jurisdiction of this Committee on Traffic to and From Frankfort, Lexington, Paris, Kentucky, Etc.

Resolved, That, it is the individual opinion of the members, present, that, this Committee has no jurisdiction over rates on traffic between East St. Louis and various points in Kentucky, Ohio and Indiana, other than those covered by the Articles of Organization of this Committee, effective December 28th, 1898.

Proportional Rate, 8 Cents per 100 Lbs., on Flour, C. L. Published in Joint Proportional Tariff I. C. C. No. B-17.

The following telegram from Mr. Connelly was submitted:—

"Your I. C. C. B. seventeen, shows proportional rate, eight cents flour East St. Louis to Madison, Ind., please cancel this rate as we do not understand it is proper to carry this rate in your tariff."

The Chairman stating that he was unable to locate authority for rate to Madison, Ind., being carried in tariff, other than it was checked in at general check, Sept. 9th, 1897, when the first Joint Freight Tariff of this Committee was issued, it was therefore,

Resolved, That, the roads, members of this Committee, individually instruct, that, effective on Legal Notice, rate of 8 cents per 100 lbs., on Flour, C. L., named in Joint Proportional Tariff I. C. C. No. B-17, East St. Louis to Madison, Ind., be cancelled and Tariff amended accordingly.

Rates to Points on Ill. Cent. R. R. in Kentucky, Between East St. Louis and Louisville.

Chairman read letter from Mr. Keepers, in which he requested that, this Committee's Tariffs be amended, providing that, rates named in tariffs will not apply to or from points on I. C. R. R. in Kentucky between East St. Louis and Louisville, and it was,

Resolved, That, the individual roads, members of this Committee, instruct, that, Tariffs I. C. C. No. B-17 and 18 be amended, effective on Legal Notice, so as to

provide, that the long and short haul clause shall be made inoperative, so far as it effects rates to and from I. C. R. R. Stations south of the Ohio River.

Rates on Packing House Products.

Resolved, That, no action be taken at this meeting, regarding communication received from Kansas City Transportation Bureau, regarding rates on Packing House Products, East St. Louis to Cincinnati and that matter be docketed for consideration at next regular meeting of this Committee.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 53;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at Grand Hotel, Cincinnati, O., Wednesday, Feb. 28, 1900.

Cincinnati, O., Wednesday, Feb. 28, 1900.

Representation:

B. & O. S. W. R. R.—A. Fries, P. L. Dudley.

C. C. C. & St. L. Ry.—R. P. Buchanan, W. D. Holliday.

C. H. & D. Ry.—A. D. McLeod, E. J. Hutchinson.

I. D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.

Ill. Cent. R. R.—D. W Longstreet

L. H. & St. L. Ry.—L. J. Irwin.

L. E. & St. L. C. R. R.—J. B. Campbell.

P. C. C. & St. L. Ry.—J. B. Hill, G. W. Davis, M. S. Connelly.

T. H. & I. R. R.—N. W. Taylor, by J. B. Hill.

T. St. L. & K. C. R. R.—

R. M. Fraser, Chairman.

Meeting convened at 11:30 A. M.

The Chairman called attention to conference meeting with the Chicago & Ohio River Committee, Indian-

apolis, Feb. 21st; the roads, members of this committee, being represented as follows:

B. & O. S. W. R. R.—A. Fries, T. J. Cook.

C. C. C. & St. L. Ry.—W. D. Holliday, H. F. Frost, R. P. Buchanan, H. C. Bell.

C. H. & D. Ry.—A. H. McLeod, E. J. Hutchinson.

I. D. & W. Ry.—J. S. Lazarus.

Ill. Cent. R. R.—

L. H. & St. L. Ry.—L. J. Irwin.

L. E. & St. L. C. R. R.—

P. C. C. & St. L. Ry.—G. W. Davis, M. S. Connelly.

T. H. & I. R. R.—G. L. Stevens.

T. St. L. & K. C. R. R.—

The object of the conference being the revision of Commodity rates in effect by either or both Committees. The action taken is shown on Page 4.

Rates on Whiskey.

Resolved, That, it is impracticable to make any change, at this time, in the rates on Whiskey, Louisville and Cincinnati to East St. Louis and that Chairman Tucker be advised accordingly.

Application for Rate of 15 *Cents Per* 100 *Lbs. on Glycerine, C. L.*

After due consideration it was the opinion of the Individual roads, that no change be made in the present rates on Glycerine, and it was—

Resolved, That subject be laid on the table.

Application for Rate of 10 *Cents Per* 100 *Lbs. on Spent Lye, C. L.*

At Conference Meeting, Indianapolis, 21st inst., the above article was included in Tariff under "Soap Stock," at rate of 10 cents per 100 lbs.

Application for Rate of 10 Cents Per 100 Lbs. on Tallow, C. L.

At Conference Meeting, Indianapolis, 21st inst., the above article was included in Tariff under "Soap

Stock," rate 10 cents per 100 lbs., also inserted as "Tallow" (See Soap Stock). Tallow eliminated from list of Packing House Products.

Rate on Starch, C. L., Between East St. Louis, Cincinnati, Louisville, Etc.

At Conference Meeting, Indianapolis, 21st inst., action was taken to eliminate Starch from list of articles taking Grain Products Rates and insert in Tariff Starch, C. L., 12 cents per 100 lbs.

Rates on Packing House Products, Kansas City, Mo., Via East St. Louis to Cincinnati, Louisville, Etc.

Resolved, That subject be laid on the table.

Request for an Authorized Reduction in Rate on Bar and Plate Iron, Etc., C. L.

After a general discussion on the subject, it was:

Resolved, That the Chairman endeavor to ascertain the rates in effect from Chattanooga, Harriman and Sheffield to East St. Louis and the probability of said rates being advanced in the near future. The subject to be further considered at the next meeting of the Committee.

Rate on Jute Bagging, C. L., Louisville to East St. Louis.

At meeting the 24th ult., the Chairman was requested to ascertain rate on Jute Bagging (in rolls) C. L., from Peru, Ind., to East St. Louis, and in reply thereto stated, that the rate on this traffic, Peru to East St. Louis, is 8 cents per 100 lbs., C. L. minimum 30,000 lbs.,

And it was:

Resolved, That the roads, members of this Committee, individually authorize a rate of 8 cents per 100 lbs., on Jute Bagging, in rolls, C. L., minimum 30,000 lbs., from Louisville to East St. Louis, same to be included in re-issue of Joint Tariff, effective March 15th, 1900, unless the Chairman can secure immediate advice of

cancellation and advance in rate, from Peru, Ind.; in that event, to publish the advanced rate from Louisville.

Rate on Unmatured Tobacco in Hogsheads.

Resolved, That subject be laid on the table.

Rates on Horses and Mules, C. L.

Resolved, That rate be made 25 cents per 100 lbs. C. L., between East St. Louis, Cincinnati, Louisville, etc., and Tariff I. C. C. No. B-20 corrected accordingly.

Proportional Rate on Bituminous Rock.

Resolved, That Joint Proportional Tariff I. C. C. No. B-19 be corrected making minimum weight 18 Gross Tons on Bituminous Rock, C. L., effective March 15th, 1900.

Cotton Seed Cake, Hulls and Meal.

Resolved, That Cotton Seed Cake, Hulls and Meal be eliminated from the list of articles entitled to grain product rates; Official Classification basis to apply in future.

Following are a list of Additions, Changes, etc., in rates, checked in at conference meeting, Indianapolis, 21st inst., and at meeting today, which will become effective March 15th, 1900, Joint Tariff I. C. C. No. B-21 and Amendment No. 1 to Joint Proportional Tariff I. C. C. No. B-19.

Additions, Changes, Etc., Authorized at Indianapolis, Feb. 21, 1900.

Changes.

Cement, C. L. minimum 40,000, 7 cts. per 100 lbs.

Coal Tar and Tar, C. L. minimum 40,000, 10 cts. per 100 lbs.

Ferro Manganese, Manganese Ore and Spiegel Eisen, C. L. $2.00.

Grain and Grain Products, C. L. 10 cts. per 100 lbs.

Granite or Stone, Crushed, and Building and Paving Granite, minimum 40,000 lbs.

Lead Ore, Pig Lead and Spelter, minimum 40,000 lbs.

Lead, White or Red and Litharge, minimum 40,000 lbs.

Oil, Tallow and Oleo, minimum 30,000 lbs.

Pitch, in wood, minimum 40,000 lbs, 10 cts. per 100 lbs.

Plaster, etc., minimum 40,000 lbs, per ton $2.00.

Sal Soda, minimum 40,000 lbs.

Tan Bark, Spent, minimum 40,000 lbs.

Trunks, L. C. L., nested.

Zinc Ashes, Zinc Dross and Zinc Skimmings, minimum 18 gross tons, per gross ton $2.00.

Billets, Blooms, etc., per gross ton $2.00.

Pipe, Cast Iron, C. L., 18 inches or more in diameter, minimum 12 tons, less than 18 inches in diameter, minimum 15 tons, per ton $2.00.

Iron, Scrap, etc., per gross ton, $2.00.

Car Wheels, new (Iron or Paper) and Axles, minimum 40,000 lbs.

Starch, 12 cts. per 100 lbs. and eliminated from Grain Product List.

Tallow & Grease eliminated from Packing House Products List and included under Soap Stock, 10 cts. per 100 lbs.

Additions.

Gravel, C. L., included with sand, all kinds.

Lead Ashes, C. L., minimum 18 gross tons, per gross ton $2.00.

Oil, Rosin, C. L., 10 cts. per 100 lbs.

Rosin, C. L., minimum 40,000 lbs., 10 cents per 100 lbs.

Spent Lye, C. L., minimum 30,000 lbs., 10 cents per 100 lbs.

Tanner's Offal, C. L., minimum 30,000 lbs., 9 cents per 100 lbs. (westbound only).

Window Shades, C. L., minimum 20,000 lbs., 25 cents per 100 lbs.

Additions, Changes, Etc., Authorized at Meeting Today (Feb. 28, 1900).

Changes.

Bituminous Rock, C. L., (Proportional) 18 gross tons per gross ton.

Cotton Seed Cake, Hulls and Meal eliminated from Grain Product List. Official Classification basis to apply.

Kaolin, in *bulk*, C. L., minimum 40,000 lbs., per ton $1.75.

Kaolin, in Packages or Cakes, minimum 30,000 lbs., per ton $2.00.

Peaches, C. L., 34 cts. per 100 lbs.

Turpentine, C. L., in bbls., 40,000 lbs., 10 cents per 100 lbs., East and West-bound.

Tar, C. L., in tanks or bbls., in wood, minimum 40,000, tanks, capacity of tank.

Horses, C. L., 25 cents per 100 lbs., East and West-bound.

Additions.

Bagging, Jute, C. L., 30,000, 8 cents per 100 lbs., from Louisville to East St. Louis.

Exceptions to the Official Classification, shown in C. & O. R. Committee's Tariff and which were not heretofore carried in this Committee's Tariff, to be included and inserted, alphabetically, under proper heading.

Articles authorized by C. F. A.'s Information 1848 and 1883, taking certain per cent of the 6th class rate and which were not hertofore published in this Committee's Tariffs, to be included in reissue of Tariff.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 54;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting, Held in the Office of the Chairman, St. Louis, Mo., March 28, 1900.

Representation:

B. & O. S. W. R. R., Ed. S. Orr.
C., C., C. & St. L. Ry., W. D. Holliday.
C. H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., Geo. W. Becker.
I., D. & W. Ry., Jno. S. Lazarus, by E. J. Hutchinson.
L. E. & St. L. C. R. R., R. A. Campbell.
L., H. & St. L. Ry., W. C. Lindsay.
P. C. C. & St. L. Ry., J. B. Hill, Geo. W. Davis, M. S. Connelly.
T. H. & I. R. R., N. W. Taylor.
T., St. L. & K. C. R. R., W. J. Scott.
R M. Fraser, Chairman.
Meeting convened at 10:00 A. M.

Individual Tariffs Issued by the Different Roads Members of this Committee.

The Chairman called attention to a number of individual tariffs issued by different roads, members of this Committee, and after a general discussion the following action was taken:

Whereas, There are now in existence certain rates between East St. Louis, Cincinnati and Louisville, covered by Individual Tariffs, which show rates less than those authorized by this Committee, and,

Whereas, There are certain rates published by this Committee, between the same points, which are the result of Individual Tariffs Issued, showing rates less than were authorized; therefore, be it

Resolved, That a Special Meeting of this Committee be held in this office on April 5th to consider the above conditions, with the view of ascertaining if rates referred to cannot be restored to the authorized basis.

Rates on Bar, Plate and Other Articles of Iron Manufacture, between Louisville and East St. Louis.

Rates on Fire Brick and Fire Clay, East St. Louis to Louisville.

No action was taken on the above subjects, it being understood that these and other similar subjects would be considered at the Special Meeting to be held April 5th, 1900, mentioned in above resolution.

Rates on Railroad Equipment, New, from Jeffersonville, Ind., to East St. Louis.

The Chairman called attention to the C., H. & D. Ry.'s Tariff, J. F. T. No. 2900, effective March 12, 1900, on New Railway Cars, from Dayton, Ohio, to East St. Louis, etc., stating that these rates are the same as in effect prior to Jan. 1, 1900, from Jeffersonville to East St. Louis, and it was

Resolved, That the roads, members of this Committee, individually advise that, effective on legal notice, the following rates per car will be authorized on New Railway Equipment, viz.: Private, Parlor, Dining and Sleeping Cars, $22.38; Passenger Cars, $18.65; Baggage, Mail and Express Cars, $14.92; Box, Caboose, Flat, Gondola, Platform and Tank Cars, $10.41, from Jeffersonville, Ind., to East St. Louis, Ill.

Eliminating from Title Page, of the Joint Tariffs Issued by this Committee, East Carondelet, National Stock Yards, Madison, Venice, Granite City, Alton and Wann, Illinois.

Letters from members were submitted, suggesting that the points named above should not appear in the Tariffs issued by this Committee, and it was

Resolved, That, effective on legal notice, the individual roads recommend that the Joint Tariffs, issued by this Committee, be amended, making the rates apply between East St. Louis, Cincinnati and Louisville, including Newport and Covington, Ky., New Albany and Jeffersonville, Ind.

Including in Tonnage and Revenue Statements, Traffic from East Carondelet, National Stock Yards, Madison, Venice, Granite City, and Through Traffic via Alton and Wann.

The Chairman called attention to the above points not being enumerated in the Articles of Organization, although the tonnage and revenue has been included in Monthly Statements; and it was

Resolved, That traffic from East Carondelet, National Stock Yards, Madison, Venice, Granite City, Ill., should be included in the tonnage and revenue statements issued by this Committee, also through traffic via Alton and Wann, Ill. (but not traffic from Alton and Wann proper), when forwarded from the East St. Louis depots of the roads, members of this Committee, and that Section "B" and the "Note" of the Articles of Organization are hereby amended.

Rates on Jeans and Yarn, Cotton, from Cincinnati and Louisville to East St. Louis, Ill. Any Quantity.

Whereas, The Chicago and Ohio River Committee have published a Commodity Rate on Jeans and Yarns, Cotton, any quantity, from Cincinnati and Louisville to Chicago; therefore, be it

Resolved, That the Individual Roads, members of this Committee, authorize the publication of rate, 25 cents per 100 lbs., on Jeans and Yarn, Cotton, any quantity, between East St. Louis, Cincinnati, Louisville etc., effective on legal notice.

Application for Reduction in Rate on Packing House Products, East St. Louis to Cincinnati, Louisville, Etc.

Letter from a member was submitted, and it was

Resolved, That the subject be laid on the table.

Rates on Bituminous Rock, C. L., East St. Louis to Cincinnati, Louisville, Etc.

Letter from a member was submitted regarding establishing Proportional Rate on Bituminous Rock, C.

L., eastbound, same as at present in effect westbound, and it was

Resolved, That the Individual Roads authorize the publication of Proportional Rate, $1.60 per gross ton, C. L., minimum weight 18 gross tons, on Bituminous Rock, from East St. Louis, Ill., to Cincinnati, Louisville, etc. effective on legal notice.

Eliminated Notes "A" and "C" (Page 4) from Joint Freight Tariff No. v, C. C. B—21.

The above question was brought up by one of the members as to advisability of eliminating from this Committee's Tariffs said notes, which provide for rates via the Upper Mississippi River Crossings, and it was

Resolved, That, effective on legal notice, the Chairman eliminate from this Committee's Tariffs, covering rates between East St. Louis, Cincinnati, Louisville, etc., notes "A" and "C," which refer to application of rates to Upper Mississippi River Crossings, and that the Chairmen of the Cincinnati and Louisville Committees be advised of this elimination.

Rates on Grain and Grain Products, C. L., East St. Louis to Cincinnati, Louisville, Etc.

The question of advancing rate of 8 cts. on grain and 9½ cts., Grain Products, C. L., to 10 cts. per 100 lbs., same as in effect prior to 16th inst., was considered, and it was

Resolved, That the Individual Roads authorize the publication of the rate of 10 cts. per 100 lbs. on Grain and Grain Products, C. L., minimum weight as per Official Classification, from East St. Louis to Cincinnati, Louisville, etc., effective April 17, 1900.

Furnishing Tariffs, Issued by This Committee, to Roads Not Members of the Committee.

The Chairman stated that this subject had been brought up by the C., M. & St. P. Ry., requesting to be furnished with 50 copies, and it was

Resolved, That in future the Chairman supply the C., M. & St. P. Ry. with 50 copies of tariffs issued by this Committee, also to furnish any other connections with the number required.

In connection with the above, it was understood that the Chairman heretofore had been sending only file copies to the connecting lines (except in a few instances), the supply of Tariffs needed by connecting lines having been heretofore furnished by the Individual Roads. Under the ruling in the foregoing resolution, it will be necessary for the Individual Roads, members of this Committee, to notify their connections, to whom they have heretofore sent out Tariffs, to apply to this office for the number of Local and Proportional Tariffs needed.

With the above rule in effect, the number of Tariffs heretofore sent the members of this Committee can, no doubt, be reduced so as to avoid the necessity of having additional supply printed, to be sent from this office direct to connecting lines.

Will you therefore please notify me without delay the number of Local and Proportional Tariffs that you wish me to send to your Office in future?

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 55," as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Louisville Hotel, Louisville, Ky., April 25th, 1900.

Representation:

B. & O. S. W. R. R.—W. M. Greene, S. T. McLaughlin.

C. C. C. & St. L. Ry.—H. F. Frost.

C. H. & D. Ry.—E. J. Hutchinson.

Ill. Cent. R. R.—D. W. Longstreet.

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I. D. & W. Ry.—John S. Lazarus, by E. J. Hutchinson.
L. E. & St. L. C. R. R.—J. B. Campbell.
L. H. & St. L. Ry.—L. J. Irwin.
P. C. C. & St L. Ry.—M. S. Connelly, G. W. Davis.
T. H. & I. R. R.—
T. St. L. & K. C. R. R.—
R. M. Fraser, Chairman.

Meeting convened at 10:00 A. M.

Individual Tariffs Issued by the Roads, Members of this Comittee.

At meeting March 28th, the above subject was referred to a Special Meeting, called for April 5th. (See proceedings). Meeting was, however, postponed as the representative of one of the directly interested roads could not be present. It was therefore arranged that the subject should be considered and disposed of at this meeting, but was again postponed on account of an interested member being unavoidably absent.

The subject was, however, carefully considered and the following resolution unanimously adopted:

Whereas, It has come to the notice of this Committee, that certain roads, members of this organization, have from time to time in the past, issued individual tariffs of their own, on various commodities, and which issues are in direct conflict with the agreements and understanding of this Committee, therefore, be it,

Resolved, That commencing at once and continuing until the next regular meeting of this Committee all members hereby obligate themselves not to issue any individual tariffs and that no tariffs of any kind shall be promulgated, except through the Chairman of this Committee.

Note.—The absent members, the T. H. & I. and T. St. L. & K. C. have since voted in the affirmative.

Rates on Fire Works.

Whereas, The present authorized rate on Fire Works, C. L. minimum 20,000 lbs., is 47 cents per 100

lbs., between Chicago and East St. Louis, as per Chicago & St. Louis Traffic Association Tariff No. 24, therefore be it:

Resolved, That the individual roads, members of this Committee, authorize a rate of 47 cents per 100 lbs., on Fire Works (including Fire Crackers) C. L., minimum 20,000 lbs., between East St. Louis, Cincinnati, Louisville, etc., effective May 7th and Joint Tariff I. C. C. No. B-22 be corrected accordingly.

Rates on Cotton Sheeting, Duck and Drilling, Any Quantity, Between East St. Louis, Cincinnati, Louisville, Etc.

Letter from Chairman Brent of the Louisville Freight Committee was submitted containing recommendation of that Committee for rate of 25 cents for 100 lbs., on Cotton Sheeting, Duck and Drilling, any quantity, from Louisville, New Albany and Jeffersonville to East St. Louis, same as at present in effect on Cotton Yarn and Cotton Jeans.

After due consideration it was

Resolved, That the individual roads, members of this Committee, authorize a rate of 25 cents per 100 lbs., on Cotton Sheeting, Duck and Drilling, any quantity, between East St. Louis, Cincinnati, Louisville, etc., effective on May 7th and that Joint Tariff I. C. C. No. B-22 be amended accordingly.

Rates on Cotton Seed Cake, Cotton Seed Hulls and Cotton Seed Meal.

Whereas, Central Freight Association Information No. 2205, effective May 7th, 1900, authorizes that Cotton Seed Cake, Cotton Seed Hulls and Cotton Seed Meal, C. L., be included in list of articles taking Grain Products Rates, therefore be it

Resolved, That the Individual Roads, members of this Committee, authorizes that on and after May 7th, Cotton Seed Cake, Cotton Seed Meal and Cotton Seed Hulls be included in list of articles upon which the

Grain Products Rates apply and that Joint Tariff No. B-22 be amended accordingly.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 56;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at Grand Hotel, Cincinnati, Ohio, Wednesday, May 23, 1900.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, T. J. Cook, Edw. Hart, Jr.

C. C. C. & St. L. Ry.—R. P. Buchanan, H C. Bell.

C. H. & D. Ry.—E. J. Hutchinson.

Ill. Cent. R. R.—

I. D. & W. Ry.—Jno. S. Lazarus, by E. J. Hutchinson.

L. E. & St. L. C. R. R.—R. A. Campbell, J. B. Campbell.

L. H. & St. L. Ry.—L. J. Irwin, A. Langley.

P. C. C. & St. L. Ry.—G. W. Davis, M. S. Connelly.

T. H. & I. R. R.—N. W. Taylor, by G. Davis.

T. St. L. & K. C. R. R.—

R. M. Fraser, Chairman.

Meeting convened at 10:00 A. M.

Rates on Spent Tan Bark, C. L., From Cincinnati, Louisville, Etc., to East St. Louis.

Whereas, Unauthorized Tariffs are in effect, on Spent Tan Bark, C. L., from Louisville to East St. Louis, it is,

Resolved, That, the Individual Roads, members of this Committee, authorize rate of 6 cents per 100 lbs., on Spent Tan Bark, C. L., minimum weight 40,000 lbs., from Cincinnati, Louisville, etc., to East St. Louis, effective on legal notice and Joint Tariff No. B-22 be amended accordingly.

Rate on Empty Barrels, C. L., $22.00 Per Car, East St. Louis to Louisville.

Resolved, That, the Individual Roads, members of this Committee, hereby give notice that the present rate of $22.00 per car on Empty Barrels, from East St. Louis to Louisville will expire effective on legal notice and that on and after that date the rates on this traffic will be as authorized in the Official Class'n., Joint Tariff No. B-22 to be amended accordingly.

Rate and Divisions on Cement, C. L., from Shipping Port (Louisville) to East St. Louis.

Letter was submitted from a member, requesting rate be established on Cement, C. L., from Shippingport, (Louisville) to East St. Louis of 7 cents per 100 lbs., dividing $1^{3}/_{4}$ cents, Shippingport to Louisville and $5^{1}/_{4}$ cents per 100 Louisville to East St. Louis, and it was,

Resolved, That this subject be referred to the Louisville Committee.

Division of Rates, Cincinnati, Louisville, Etc., Via East St. Louis, to Van Buren and Ft. Smith, Ark.

Resolved, That, this subject be laid over until next regular meeting.

Routing of Freight by the War Department, U. S. A., via Various Routes, to Be Settled for on Short Line Distance.

Resolved, That this subject be laid over until next meeting, pending action of the Central Freight Ass'n.

Rate on Tobacco Siftings Between East St. Louis, Cincinnati, Louisville, Etc.

The Chairman stated that recommendation of the Louisville Freight Committee, to establish same rate on Tobacco Siftings, as at present in effect on Unmanufactured Tobacco, Louisville to East St. Louis, viz., 10 cents per 100 lbs. was submitted by Circular Letter May 7, 1900, and resulted in an affirmative vote. The

issue of an Amendment to Tariff was delayed pending further consideration at meeting called for today, and it was

Resolved, That the Individual Roads, members of this Committee, authorize rate of 10 cents per 100 lbs., on Tobacco Siftings, in hhds., any quantity, between East St. Louis, Cincinnati, Louisville, etc., effective on legal notice and Joint Freight Tariff No. B-22 be amended accordingly.

Proportional Rates on Grain, C. L., East St. Louis to Cincinnati, Louisville, Etc.

Letter from a member, regarding above subject was read, and it was

Resolved, That the Chairman submit to each member a copy of the Joint Proportional Tariff, on Grain, when corrected in line with request of B. & O. S. W. R. R. so as to give each member an opportunity to notify the Chairman of the changes, if any, he desires.

Request that Rates to and From Owensboro, Ky., be Carried in this Committee's Tariffs.

The Chairman read letter regarding the above proposition and it was

Resolved, That as Owensboro, Ky., traffic is not under the jurisdiction of this Committee, it is the opinion of the members that it would not be practicable to carry said point in this Committee's Joint Tariff, any more than any other intermediate points that take same rates, and the Illinois Central R. R. be advised accordingly.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 57;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting, Held in the Office of the Chairman, St. Louis, Mo., June 27th, 1900.

Representation:
B. & O. S. W. R. R., E. Keane.
C. H. & D. Ry., E. J. Hutchinson.
C., C., C. & St. L. Ry., W. D. Holliday.
Ill. Cent. Ry., C. C. Cameron, B. J. Rowe.
L., D. & W. Ry., Jno. S. Lazarus, by E. J. Hutchinson.
L. E. & St. L. C. R. R., R. A. Campbell.
L. H. & St. L. Ry., W. C. Lindsay.
P., C., C. & St. L. Ry., J. B. Hill, by G. L. Stevens.
T. H. & I. R. R., G. L. Stevens.
T., St. L. & K. C. R. R., W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Division of Rates, Cincinnati, Louisville, Etc., Via East St. Louis to Van Buren and Ft. Smith, Ark.

The above subject was considered at meeting 23rd ult. and laid over until today.

The Chairman submitted letter from a member, calling attention to the St. L. & S. F. Ry. Division Sheet No. 8-A, Feb. 11th, 1899, authorizing the following arbitraries east of East St. Louis, on traffic from Cincinnati and Louisville to Van Buren and Ft. Smith, Ark.

1	2	3	4	5	A	B	C	D	E
40	30	25	15	15	15	15	15	12	11

also requesting to be advised if any of the roads of this Committee were accepting less than their full local rates on this traffic, east of E. St. Louis, etc.

The Chairman stated that the subject of divisions of rates on this tariff via E. St. Louis to Louisiana and Arkansas points was considered and resolution adopted meeting Dec. 28th, 1898, that the roads east of E. St. Louis should not accept less than their local rates, further stating the Frisco Line had been advised to that effect by letters Dec. 31st, 1898, and Feb. 1st, 1899. After a general discussion it was

Resolved, That the roads, members of this Commit-

tee, individually reaffirm the action of Dec. 28th, 1898, which is as follows:

Resolved, That the matter of divisions from Cincinnati, Louisville, etc., via E. St. Louis, Cairo, etc., to Arkansas and Louisiana points be laid on the table, it being the sense of this committee that the roads east of E. St. Louis, Cairo, etc., should not accept less than their local rates on this traffic and that the Chairman be requested to so advise the Committee of the Southwestern Lines.

Through Rate and Dirisions on Whiskey, Cincinnati, Via East St. Louis to Helena, Ark.

Correspondence on the above subject was submitted. After a general discussion it was stated, that the rates to Helena is a different proposition as compared with rates to other Arkansas points, on account of Helena being a competitive point via Water Route, and it was:

Resolved, That there having been in effect for a number of years, divisions from Cincinnati and Cincinnati points, Louisville and Louisville points to Helena, Ark., via East St. Louis, allowing the lines up to East St. Louis 40 per cent of the through rate, that this Committee reaffirm the divisions as a matter of record.

Routing of Freight by the War Department, U. S. A., Via Various Routes to Be Settled for on Short Line Distance.

The above subject was considered at meeting May 23rd and laid over pending action of C. F. A. After further consideration today, it was

Resolved, That the Chairman advise J. B. Bellinger, Major and Quartermaster, U. S. V., that the proper representatives of the individual roads, members of this Committee, request me to advise that so far as transportation over their lines is concerned, bills of lading should be issued only on basis of their established tariffs, which are on file with the Interstate Commerce Com-

mission at Washington, or individual quotations of representatives of the St. Louis-Cincinnati-Louisville Freight Committee roads and that individual bids will only apply via the routes which are named in connection with such quotations.

Application for Rate of 17 *cts., per* 100 *lbs. on Wines and Liquors in Wood, any Quantity, Between East St. Louis, Cincinnati, Louisville, Etc.*

The Chairman read letter from a member, on the above subject.

After a general discussion, it was

Resolved, That the application be declined and the subject laid on the table.

Rate on Cotton and Cotton Linters, Compressed and Uncompressed Between East St. Louis, Cincinnati, Louisville, Etc.

The Chairman submitted letters, requesting that same rate be established on Cotton, Uncompressed, C. L. *westbound* as at present in effect eastbound, viz: 20 cts. per 100 lbs., minimum 15,000 lbs.

The Chairman further called attention to rates on Cotton and Cotton Linters, compressed C. L. and Uncompressed L. C. L., which are in effect eastbound, and suggested that in making the change all rates authorized on Cotton and Cotton Linters, compressed and uncompressed, C. L. or L. C. L., be made applicable both east and westbound.

After a general discussion it was:

Resolved, That the individual roads, members of this Committe, authorize that the present rate in effect from E. St. Louis to Cincinnati, Louisville, etc., on Cotton and Cotton Linters, Compressed and Uncompressed, C. L. and L. C. L., be made applicable on like traffic westbound, effective on Legal Notice and Joint Freight Tariff No. B-22 be amended accordingly.

Application for Proportional Rate on Hay, C. L., East St. Louis to Cincinnati, Louisville, Etc.

Correspondence was submitted and after a considerable discussion, it was:

Resolved, That the Individual Roads, members of this Committee authorize a Proportional Rate of 12 cts. per 100 lbs. on Hay, C. L., minimum 30,000 lbs., originating west of the Mississippi River, from East St. Louis to Cincinnati, Louisville, etc., effective on Legal Notice and Joint Proportional Tariff No. B-23 be amended accordingly.

Application for Rate on Boxes, Empty, Second-Hand, Returned, East St. Louis to Cincinnati and Louisville.

Letter from a member was read on the above subject in which he stated there can be forwarded from E. St. Louis to Louisville a number carloads of Empty Boxes that came west filled with Samples of Leaf Tobacco, if a commodity rate could be established, as the present rate of $30.00 per car is too high, etc., and it was:

Resolved, That the individual roads, members of this Committee, authorize rate of 10 cts. per 100 lbs., on Boxes, Empty, Second-hand, returned C. L., minimum weight 20,000 lbs., from East St. Louis to Louisville, effective on Legal Notice and Joint Tariff No. B-22 be amended accordingly.

Rates on Horses and Mules, C. L., East St. Louis to Duchess, Ky. Less Than Rates to Louisville.

Resolved, That this subject be laid over for further reply from G. F. A., L. & N. R. R.

Including Traffic in Monthly Statements, from Interior Points in California, Arizona, Washington, Oregon on Which Transcontinental Divisions Apply as Authorized by C. F. A. Information No.'s 2325 and 2326.

The Chairman stated that Section C of the Agreemnt provides that Pacific Coast Traffic from and to Cincinnati, Louisville, etc., via E. St. Louis, on which roads of this Committee get their regular division of through rates, as authorized by Central Freight Ass'n., be included in the Monthly Statements, Effective June 25th, 1900. Central Freight Ass'n. issued Information No.'s 2325 and 2326 making Trans-Continental Division of rates apply on a number of interior points, named in Trans-Continental Circular 24-A, effective June 25th, 1900, pages 16 to 23, both inclusive.

The Chairman further stated he brought this matter before the Committee to ascertain if traffic, to and from these points on which this Committee's roads get their authorized Trans-Continental Divisions be included in the Monthly Tonnage Statements, and it was:

Resolved, That all traffic to and from Cincinnati, Louisville, etc., via E. St. Louis to points named in Trans-Continental Freight Bureau's Circular No. 24-A, effective June 25, 1900, pages 16 to 23 both inclusive, on which roads of this Committee get their authorized Trans-Continental Divisions, be included in the Monthly Tonnage and Revenue Statements issued by the Chairman, same as traffic from Pacific Coast Points.

Through Rates and Divisions on Cotton Seed Oil in Tank Cars, Vidalia, La., Via East St. Louis to Cincinnati.

Resolved, That the subject be laid on the table.

Question of Jurisdiction of This Committee Regarding Division of Through Rates Between East St. Louis, Cincinnati, Louisville, Etc., on Traffic to and from Points in Louisiana, Also Including This Traffic in Statements Issued by this Committee.

Resolved, That this subject be considered at next regular meeting of this Committee.

Rates on Hay, C. L., Franklin, Ill., Via E. St. Louis to Louisville, Ky.

Resolved, That this Committee has no jurisdiction over divisions of through rates on traffic to or from points in Ill. forwarded via E. St. Louis to or from Cincinnati, Louisville, etc.

Rates on Packing House Products, E. St. Louis to Cincinnati, Louisville, Etc.

Attention was called by one of the members to the reported diversion of a Packing House Traffic from East St. Louis and via this gateway from Missouri River points, in consequence of the Tariff rates not being maintained via other routes, etc., and the Chairman was instructed to investigate. It was decided that no change should be made in the rates from or via East St. Louis without further consideration or due notice to all parties interested.

Request That Rates to and from Owensboro, Ky., be Carried in This Committee's Tariffs.

This subject was considered at meeting 23rd ult. See proceedings that date.

The Chairman stated he had since received a letter from G. F. A., Ill. Cent., requesting that the subject be further considered. A. G. F. A. Cameron being present, explained their reasons for desiring that the East St. Louis Owensboro rates be provided for in this Committee's tariff,

And it was:

Resolved, That the following note be shown in Joint Freight Tariff I. C. C. No. B-22 and subsequent issues.

Note:—The rates shown in this tariff between E. St. Louis and Louisville will also apply between E. St. Louis and Owensboro, Ky., via Ill. Cent. R. R., L. E. & St. L. R. R. and L. H. & St. L. Ry.

Regular monthly meeting adjourned until Wednesday, Sept. 26th, 1900.

It was decided that the next regular meeting of this Committee will convene on Wednesday, September 26th, 1900, at Louisville. It being further understood that the Chairman will in the meantime submit by Circular Letter any subject needing attention, or will issue a call for Special Meeting of the Committee, if he considers the circumstances warrant.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 58," as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting, held at the Galt House, Louisville, Ky., Sept. 26th, 1900.

Representation:

B. & O. S. W. R. R., S. T. McLaughlin, Edw. Hart, Jr.
C., C., C. & St. L. Ry., Homer F. Frost.
C., H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., D. W. Longstreet,
I., D. & W. Ry., J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry., L. J. Irwin, A. Langley.
L. E. & St. L., C. R. R., R. A. Campbell.
P., C., C. & St. L. Ry., Geo. W. Davis, M. S. Connelly.
T H. & I R. R., N. W. Taylor, by M. S. Connelly.
T., St. L. & W. R. R.

R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

Question of Jurisdiction of This Committee Over Divisions of Through Rates from or to Cincinnati, Louisville, Etc., Forwarded via East St. Louis, Ill., from or to Points in Louisiana and Ark., Also as to Including This Traffic in Statements Issued By This Committee.

This subject was considered at meeting June 27th, 1900, and laid over until today.

After a general discussion, it was

Resolved, That the subject be laid over until next meeting.

Rates on Horses and Mules, C. L., East St. Louis to Duckers, Ky., Etc., Less Than Rates to Louisville.

The subject was considered at meeting June 27th, 1900, and laid over pending advice to be received from G. F. A., L. & N. R. R. The Chairman stated he received letter from G. F. A. Compton June 29th, in which he said:

"I find upon investigation that our present rates on Live Stock, all kinds, from East St. Louis to local stations on our line in Kentucky, are made on our regular local division number scale, and it would be impracticable to make the advance as suggested by your Committee."

And it was

Resolved, That no further action be taken and subject be laid on the table.

Should Divisions Authorized on Cotton Piece Goods From Dallas, Texas, via East St. Louis to Louisville, be Applied on Like Traffic, From Galveston and Other Points.

The Chairman stated that this subject had been brought up by one of the roads, applying from Galveston, the divisions that are specifically agreed to on this traffic, from Dallas via East St. Louis to Louisville. The road claiming they could not consistently charge more from Galveston or other Texas points taking same rate as they do from Dallas.

And it was

Resolved, That the through rate, 43 cts., and division authorized on this traffic from Dallas, Texas, via East St. Louis to Louisville, viz.: 26.7 cts., Dallas to East St. Louis, 16.3 cts. per 100, East St. Louis to

Louisville, be made to apply from all Texas points taking same rate as Dallas, via East St. Louis to Louisville, Cincinnati, etc., effective at once.

Letter From Chairman Cale, Southwestern Freight Committee Relative to Establishing a Telegraph Code for Use Among Members of the Various Freight Committees.

The Chairman submitted letter regarding this subject and it was

Resolved, That this Committee take no action and subject be laid on the table.

Drayage on Whiskey at Louisville, Ky., Destined to St. Louis and Points Beyond.

The Chairman submitted the correspondence on the above subject, and, after a general discussion, it was

Resolved, That the subject be referred to the Louisville Freight Committee.

Rates on Glycerine, C. L., Between East St. Louis, Cincinnati, Louisville, Etc.

The Chairman read correspondence from a member relative to correcting Joint Freight Tariff B-22, rate on Glycerine, C. L., 15 cts. per 100 lbs., so as to make rate apply on Crude Glycerine only, and it was

Resolved, That the Chairman issue Amendment to Joint Freight Tariff I. C. C. B-22, correcting rate of 15 cts. per 100 lbs. on Glycerine, so as to make same read: Glycerine, Crude, C. L., minimum weight 30,000 lbs., 15 cts. per 100 lbs. from East St. Louis to Cincinnati, Louisville, etc., effective on legal notice.

Application to Establish Through Rate of 22 Cents Per 100 on Cement Plaster, C. L., Acme, Texas, via East St. Louis to Cincinnati, Louisville, Etc. Dividing 16 Cents West and 6 Cents Per 100 lbs. East of the River.

The correspondence on this subject was submitted, and it was

Resolved, That the Chairman be authorized to personally confer with Mr. A. T. Drew, G. F. A., M., K. & T., and say to him that this Committee is willing to consider a proposition for the making of a through rate on Cement Plaster, from Acme, Texas, to Louisville and Cincinnati, minimum weight 60,000 lbs. per car, the present through rate being 26 cts., based on a combination of locals, 18 cts. to East St. Louis, and 8 cts. East St. Louis to Cincinnati and Louisville, the difference between the through rate, 26 cts., and the rate wanted, being 4 cts., we are willing to divide this difference on a pro rate, rate per rate; this would figure 69.23 per cent. for the M., K. & T. and 30.77 per cent. for the lines east from East St. Louis. The 22-cent rate on this basis, therefore, would divide, M., K. & T., 15.2 cts., lines east from East St. Louis to Cincinnati and Louisville, 6.8 cts. per 100 lbs. If this proposition is satisfactory to the M., K. & T. R. R., that road is then to issue through tariff making rate of 22 cts. from Acme, Texas, to Cincinnati, Louisville, etc., and the Chairman is to issue division sheet showing divisions as above explained. Copy of this division sheet to be furnished each member of this Committee. This is not to affect the rate from East St. Louis to Cincinnati and Louisville and the Special Divisions authorized will not be included in the tariffs of this Committee.

Rate on Earth Paint, Iron or Ochre, Dry, in Sacks, Barrels, Bags or Bulk, C. L., Between East St. Louis, Cincinnati, Louisville, Etc.

The Chairman called attention to St. Louis Eastbound Freight Committee's Special Notice No. 1025, authorizing 6th class rates on this traffic, also Mineral or Metallic Paints, from East St. Louis to C. F. A. Points, stating that said Special Notice was to be reissued eliminating Mineral and Metallic Paint, and it was

Resolved, That the individual roads, members of this Committee, advise that, effective on legal notice, 6th

class rates will apply on Earth Paint, Iron or Ochre, Dry in Sacks, Barrels, bags or bulk C. L., minimum weight as per Official Classification, between East St. Louis, Cincinnati, Louisville, etc., and the Chairman amend Joint Freight Tariff I. C. C. No. B-22 accordingly.

Reduced Rate on H. H. Goods, From Galveston, Account of Flood-Sufferers.

The Chairman submitted letter from a member in which he states they have an enquiry from G. F. A., G., C. & S. F. R. R., as to whether they will join in half rate on H. H. Goods, Galveston to Louisville, and probably other points, account of Flood Sufferers. After due consideration, it was

Resolved, That the lines be permitted to take individual action and subject be laid on the table.

Unauthorized Tariffs Issued By Individual Roads, Members of This Committee.

After a general discussion, this subject was laid over until next meeting; in the meantime the direct lines are to meet and endeavor to reach a satisfactory understanding.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 59;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Grand Hotel.

Cincinnati, Ohio, Oct. 24th, 1900.

Representation:
B. & O. S. W. R. R.—A. Fries, E. B. Tullis.
C. C. C. & St. L. Ry.—E. P. Buchanan.
C. H. & D. Ry.—F. J. Hutchinson.
Ill. Cent. R. R.—D. W. Longstreet.

I. D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin.
L. E. & St. L. C. R. R—J. B. Campbell.
P. C. C. & St. L. Ry.—G. W. Davis, M. S. Connelly.
T. H. & I. R. R.—N. W. Taylor, by G. W. Davis.
T. St. L. & W. R. R.—
R. M. Fraser, Chairman.

Meeting convened at 10:00 A. M.

Question of Jurisdiction of this Committee Over Divisions of Through Rates From or to Cincinnati, Louisville, Etc., Forwarded Via E. St. Louis, Ill., from Orto Points in Louisiana and Arkansas, Also as to Including this Traffic in Statements Issued by this Committee.

This subject was considered at meeting June 27th, 1900, and laid over until today.

After a general discussion, it was,

Resolved, That the subject be laid over until next meeting.

Application for Reduced Rate on Cement Plaster, C. L., From East St. Louis, When from Acme, Texas, to Cincinnati, Louisville, Etc.

The above subject was considered at meeting 26th ult. and in accordance with resolution adopted the Chairman took the matter up with the Traffic Department of the M. K. & T. Ry. on Oct. 1st and 17th and received letter from A. G. F. A. Morrill, Oct. 18th, requesting that the matter be postponed until G. F. A. Drew returns from the west about Nov. 1st, and it was

Resolved, That the subject be laid over until definite reply is received from the M. K. & T. Ry.

Equalizing Rates on Range Horses, Etc., From Montana Via E. St. Louis to Cincinnati, Louisville, Etc., Against the Rate via Chicago, Etc.

The Chairman submitted correspondence on the

above subject and after a general discussion, it was,

Resolved, That the subject be laid on the table.

Drayage on Whiskey at Louisville, Destined to St. Louis and Points Beyond.

This subject was considered at meeting Sept. 26th and referred to the Louisville Freight Committee for their consideration.

The Chairman stated that he had not received any information as to action taken by that Committee and and it was

Resolved, That it is the opinion of the individual members of this Committee that the subject is a local question and one to be handled by the Louisville Freight Committee and that the subject be laid on the table.

Rates on New Railway Equipment Between East St. Louis, Cincinnati, Louisville, Etc.

The Chairman stated that the above application was submitted by Circular Letter for vote, the 16th inst., replies from all members not having been received, subject is on docket for consideration today, and it was

Resolved, That the subject be laid on the table.

Unauthorized Rates on Plug Tobacco, Barbed Wire, Etc., Issued by Individual Roads, Members of this Committee.

At meeting Sept. 26th, the subject of unauthorized rates on Plug Tobacco, between Louisville and East St. Louis was considered and referred to the direct Louisville Lines. At meeting of representatives of said lines it was found impracticable to make any change in the presnt rates on Tobacco until Jan. 1st, 1901, and in view of same, it was

Resolved, That the subject of unauthorized rates, on Tobacco and other unauthorized rates issued in individual Tariffs, of the roads, members of this Com-

mittee, be laid over until the November meeting, at which time it is thought definite action can be taken with a view to the restoration to the Tariff on all unauthorized rates, effective Jan. 1st, 1901, and that the Chairman call the Special attention of the representatives of the direct lines to this resolution.

Application for Reduced Rates on Broken Safes, Forwarded from East St. Louis to Cincinnati for Repairs.

The Chairman submitted letter from a member regarding above subject and it was

Resolved, That application be declined and subject be laid on the table.

Rates on Cotton Seed Oil, Cake and Meal, East St. Louis to Cincinnati and Louisville, Published in Southwestern Freight Committee's Division Sheet No. 14, Sept. 10, 1900.

The Chairman called attention to the Southwestern Freight Committee's Division Sheet No. 14, naming rates on Cotton Seed Oil 10 cents and on Cotton Seed Cake and Meal, 8 cents per 100 lbs., East St. Louis to Cincinnati and Louisville when from points in Texas, stating that he had taken the matter up with Chairman Cale, to ascertain his authority for the rate named but had not as yet received all the information desired, and it was

Resolved, That the Chairman continue correspondence with a view to having the Southwestern Freight Committee correct their issue to the proper basis, viz: Cotton Seed Oil 12 cents, and Cotton Seed Cake and Meal 10 cents per 100 lbs., if found necessary the subject to be further considered at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 60;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman.

St. Louis, Mo., Nov. 28, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—G. W. Becker.
I. D. W. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay
P. C. C. & St. L. Ry.—M. S. Connelly.
T. H. & I. R. R.—G. L. Stevens.

R. M. Fraser, Chairman.

Meeting convened at 10:30 A. M.

Unauthorized Rates on Plug Tobacco, Barbed Wire, Etc., Issued by Individual Members of this Committee.

This subject was considered at meeting October 24th and laid over until today.

After a general discussion it was

Resolved, That all roads, members of this Comtee, having in effect tariffs naming unauthorized rates on various Commodities between points under the jurisdiction of this Comittee, withdraw same effective Jan. 1st, 1901.

Rates on Bar Iron, Beams and Steel Plates, C. L., Louisville to East St. Louis.

Resolved, That rate of 10 cents per 100 lbs. be authorized on Bar Iron, Beams and Steel Plates, C. L. minimum weight 30,000 lbs., from Louisville to East St.

Louis, effective Jan. 1st, 1901, and Joint Freight Tariff I. C. C. No. B-22 be amended accordingly.

Division of Rates on Traffic from Cincinnati, Louisville., to Arkansas and Louisiana Points Via E. St. Louis.

The subject was considered at meeting Oct. 24th, 1900, and laid over until today.

After further consideration of the matter, it was

Resolved, That the original correspondence, which was submitted by Circular Letters in November, 1898, together with recent correspondence be resubmitted to the Committee for letter vote.

Rates on Cotton Seed Oil, Cake and Meal, (Texas Points) East St. Louis to Cincinnati and Louisville, Published in Southwestern Freight Committee's Division Sheet No. 14, Sept. 10, 1900.

The above subject was considered at meeting 24th ult., and in line with resolution adopted the Chairman took the matter up further with the Chairman Southwestern Freight Committee, also with G. F. A. of the St. L. S. W. Ry., the correspondence being submitted, it was

Resolved, That the subject be laid over until next meeting, in the meantime the Chairman to write G. F. A., C. & E. I. R. R., also each member of this Committee for information as to whether the rates named in the division sheet referred to had been authorized and are in effect via their line.

Application to Establish Same Through Rates and Divisions on Cotton Seed Oil, from Louisiana and Arkansas Points that Make Rates Based on Little Rock, as in Effect from Little Rock, Viz: 60 per cent West and 40 per cent East of the River.

Correspondence on the above subject was submitted and after a genral discussion, it was

Resolved, That the Chairman be instructed to reply to A. G. F. A., Mo. Pac. Ry. that the roads, members of this Committee, will accept on shipments of Cotton Seed Products, C. L., forwarded from all points in Arkansas, except Texarkana, via East St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points, (under the jurisdiction of this Committee) 40 per cent of the published through rates, east of East St. Louis, allowing 60 per cent to lines west.

Application for Reduced Rate on Cement Plaster, from St. Louis, When from Acme, Texas, to Cincinnati, Louisville, Etc.

The above subject was considered at meeting 24th ult. and laid over pending reply from M., K. & T. Ry.

The Chairman submitted correspondence between this office and G. F. A., M., K. & T. Ry., and it was

Resolved, That the Chairman notify G. F. A., M., K. & T. Ry., that the lines, members of this Committee, will join the M., K. & T. Ry. and its connections in a through rate of 22 cts. per 100 lbs., on Cement Plaster, C. L., minimum weight capacity of car, from Acme, Texas, to Louisville, Louisville Points, and Cincinnati, Cincinnati Points (under the jurisdiction of this Committee), and will accept as their proportion east of East St. Louis, 6 cts. per 100 lbs., to the points referred to, and that G. F. A., M., K. & T. Ry., be requested, in addition to issuing through tariff, to issue a separate division sheet covering it, as this Committee does not deem it advisable to publish in its tariffs the proportional rate of 6 cts. agreed to above. The Chairman to advise if above proposition is accepted by the M., K. & T. Ry., and date effective.

Proposition to Issue Joint Proportional Tariff I. C. C. No. B-23, on Account of Rates on Grain, E. St. Louis to Cincinnati, Louisville, Etc.

The above subject was submitted by Circular Letter Nov. 12th, 1900. The Chairman stated that the vote

on the proposition was not such as to warrant republishing the tariff, and it is therefore submitted for further consideration today; after a general discussion it was

Resolved, That this subject be laid over until next meeting.

T. St. L. & W. R. R. Notice of Withdrawal from the Committee, Effective November 1st, 1900.

The Chairman submitted the correspondence on the subject, and it was

Resolved, That the resignation of the T., St. L. & W. R. R. as a member of this Committee be accepted.

Proportional Rate of ¼ cents per 100 lbs. on Grain, C. L., East St. Louis to Louisville, Etc.

Correspondence from Chairman, Central Freight Association, was read, relating to having above vote withdrawn on account of the combination of locals via Louisville to Virginia Cities, etc., making less than the authorized through rate from East St. Louis to said points, and suggesting a conference meeting of all lines interested, etc., and it was

Resolved, That Chairman Tucker be notified that we favor his suggestion for a joint conference of all parties interested, to confer regarding rates on Grain to Louisville, etc., and request him to arrange for said meeting in St. Louis as early as practicable, and this Committee will be present, and it is further

Resolved, That we consider it very necessary that Mr. Tucker be the Chairman of said meeting, so that he may have full information on the situation.

Proposition to Have Rates Between Cincinnati, Louisville & Evansville Under Jurisdiction of this Committee.

The Chairman stated that he had received letter from a member on this matter and submitted same by Circu-

lar Letter Nov. 23d, 1900, file B-152, for the information of the members, so that the subject might be acted upon today, and it was

Resolved, That the Chairman be instructed to take the question up with G. F. A., E. & T. H., and with Mr. C. V. Williams, G. F. A., Louisville & Evansville Mail Line, with the view to having them become members of this Committee, for the handling of rates between Evansville and Cincinnati and Evansville and Louisville, subject to be further considered at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 61," as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Louisville Hotel, Louisville, Ky., Dec. 19th, 1900.

Representation:

B. & O. S.-W. R. R., A. Fries, E. Hart, Jr.
C., C., C. & St. L. Ry., H. F. Frost.
C., H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., C. C. Cameron.
L., D. & W. Ry., J. S. Lazarus, by E. J. Hutchinson.
L., H. & St. L. Ry., L. J. Irwin.
L. E. & St. L. R. R., R. A. Campbell, J. B. Campbell.
P., C., C. & St. L. Ry., M. S. Connelly, G. W. Davis.
T. H. & I. R., N. W. Taylor, by M. S. Connelly.

R. M. Fraser Chairman.

Meeting convened at 10:30 a. m.

Withdrawal of Tariffs and Unauthorized Rates Between Points Under Jurisdiction of this Committee, Effective Jan. 1st, 1901.

The above subject was considered at meeting 28th

ult., and, in line with action taken, Chairman issued Circular Letters 6th and 14th.

All roads having advised that all unauthorized Tariffs or Rates had been cancelled or would expire, effective Jan. 1st, 1901, it was

Resolved, That no further action is necessary, subject be laid on the table.

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas and Louisiana Points via East St. Louis.

At meeting Nov. 28th, 1900, resolution was adopted instructing the Chairman to resubmit by Circular Letter the correspondence of November, 1898, also the recent correspondence on the subject; see Circular Letter issued Dec. 1st, 1900.

After a general discussion it was suggested that the Chairman urge replies from the members who have not voted, and the following resolution was offered and adopted:

Resolved, That no action be taken at this meeting and matter be passed in view of the fact that the Chairman is now obtaining vote by Circular Letter, the result to be communicated by Circular Letter or held for consideration at next meeting, as circumstances warrant.

Proposition to Have Rates Between Cincinnati, Louisville and Evansville Under the Jurisdiction of This Committee.

The Chairman read letters to and from General Freight Agents of the E. & T. H. R. R. and Louisville & Evansville Mail Line on the subject of membership in this Committee. (See proceedings Nov. 28th.) G. F. A. Williams, Louisville & Evansville Mail Line, being present, stated that their line favored the proposition; the E. & T. H. R. R. not being present, it was

Resolved, That the matter be deferred until next meeting; in the meantime each member directly inter-

ested take the subject up with the E. & T. H. R. R.

Rate on Starch Between East St. Louis, Cincinnati, Louisville, Etc.

The above subject was submitted by Circular Letter Dec. 8th, file B-211. The Chairman submitted replies from all roads, and, after further consideration today, it was

Resolved, That rate of 10 cts. per 100 lbs. be authorized on Starch, C. L., minimum weight as per Official Classification, between East St. Louis, Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee), effective Jan. 1st, 1901; this in line with rate published by C. & O. R. Committee.

Note.—Starch is not to be included in list of articles taking Grain Products rate.

Rates on Wire Rods, Jeffersonville and New Albany to East St. Louis.

The Chairman called attention to Central Freight Association Information No. 2549, authorizing, effective December 11th, 1900, from Jeffersonville and New Albany, Ind., to East St. Louis, rates currently in effect on Iron and Steel Billets, C. L. on Wire Rods, in coils unfinished, not drawn through a die, C. L., minimum weight as per Official Classification, when shipments originate at Birmingham, Ala., requested to be advised whether this Committee's Proportional Tariff I. C. C. No. B-23 should be amended to include above, and it was

Resolved, That subject be laid on table, as this Committee has no jurisdiction over the Traffic.

Minimum Carload Weight on Light and Bulky Freight.

The Chairman submitted correspondence from a member in which it was stated, that, owing to the size of their equipment, it is impossible to load the authorized minimum weight on certain light and bulky traf-

fic, and, after a general discussion of the subject, no definite action was taken except on Hay as shown by the following resolution:

Resolved, That the Proportional Rate of 12 cts. per 100 lbs. on Hay, carried in Proportional Tariff I. C. C. B-23, be withdrawn, effective Jan. 3d, 1901.

Rates on Cotton Seed Mill and Factory Sweepings, Car Loads.

The Chairman called attention to Central Freight Association Advice Letters Nos. F-718 and 768, containing proposition to establish 6th class rates on this traffic from Ohio River Crossings and East St. Louis to all points in Central Freight Association Territory, requesting to be advised if same rates be made applicable between points under the jurisdiction of this Committee, and it was

Resolved, That individual roads, members of this Committee, advise that 6th class rates be established on shipments of Cotton Seed Mill and Cotton Factory Sweepings, used as Paper Stock, in bales, machine compressed, carload minimum weight in cars 30 feet and under in length, 30,000 lbs., in cars over 30 feet in length, 38,000 lbs., between all points under the jurisdiction of this Committee, effective Jan. 1st, 1901, and Joint Freight Tariff I. C. C. No. B-22 be amended accordingly.

Note.—It being understood the above resolution will not become effective unless the proposition contained in Central Freight Association Advice Letters F-718 and 768 are authorized by Central Freight Association.

Through Rates and Divisions on Cotton Seed Products, C. L., Arkansas Points via East St. Louis to Cincinnati, Louisville, Etc.

The above subject was considered at meeting Nov. 28th, 1900. The Chairman stated that in line with action taken, he had written A. G. F. A., Mo. Pac. Ry.,

and received reply, dated 14th inst.; same being submitted, it was

Resolved, That the Chairman reply to A. G. F. A., Mo. Pac. Ry., that the lines east of East St. Louis want 40 per cent. of the through rate from the points of shipment referred to in said resolution and not a proportion of the rate from Little Rock.

Rates on Low Grade Molasses (Black Strap) East St. Louis to Cincinnati, Louisville, Etc., When from Sugarland, Texas.

Letter from A. G. F. A., Mo. Pac. Ry., was read in which he requested to be advised lowest rate lines east of East St. Louis would accept on this traffic, etc. After due consideration, it was

Resolved, That it is the individual opinion of the roads, members of this Committee, that they cannot consistently accept any lower rating on this traffic than basis provided therefor in the Official Classification, viz.: 5th class carloads, and A. G. F. A. Peabody be advised accordingly.

Numbering Consecutively the Proceedings Issued by This Committee, Beginning with January 1901.

The above suggestion was offered by one of the members, and it was:

Resolved, That the proceedings of meetings of the St. Louis-Cincinnati-Louisville Freight Committee be numbered consecutively, beginning with No. 1 for January, 1901.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 62;" as follows:

PROCEEDINGS NO. 1.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at Grant Hotel, Cincinnati, Ohio, Wednesday, Jan. 23, 1901.

Representation:

B. & O. S. W. R. R., A. Fries, E. B. Tullis.
C., C., C. & St. L. Ry., R. P. Buchanan, C. J. Brister.
C., H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., ———.
I. D. & W. Ry., J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry., L. J. Irwin.
P., C., C. & St. L. Ry., J. B. Hill, G. W. Davis, M. S Connelly, G. S. McCabe.
Southern Ry., R. A. Campbell.
T. H. & I. R. R., N. W. Taylor, by J. B. Hill.
Louisville & Evansville Mail Line, C. V. Williams.
R. M. Fraser, Chairman.

Meeting convened at 10:00 a. m.

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas and Louisiana Points Via East St. Louis.

The above subject was last considered at meeting Dec. 19, 1900, and laid over pending further information to be obtained by the Chairman.

The Chairman stated that he had received replies from all roads, except the P., C., C. & St. L. and after personal statement by G. F. A., P. C. C. & St. L. Ry., and general discussion today, it was:

Resolved, That the roads, members of this Committee, will accept 30 per cent of the published rates from Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee), to Little Rock with local as maximum, as division of

through rates to all points on the St. L. & S. F. R. R. in Arkansas, St. L., I. M. & S. Ry. in Arkansas, and points in Louisiana on the St. L., I. M. & S. Camden Branch, South of Eldorado, Arkansas and all points on the St. Louis Southwestern Ry. in Louisiana and Arkansas, except Shreveport and Texarkana.

Also excepting other points in Louisiana to which agreed per cents are now authorized.

If it is found necessary to establish Commodity Rate less than Class "E" we will accept 30 per cent of the published Class "E" rate as minimum.

Rates on Cotton Seed Oil, Cake and Meal (Texas Points) East St. Louis to Cincinnati and Louisville, Published in Southwestern Freight Committee's Division Sheet 14, *Sept.* 10, 1900.

The above subject was considered at meeting 19th ult. and laid over.

The Chairman stated that since meeting 19th he had received letter from Chairman Southwestern Freight Committee, which was submitted and it was

Resolved, That this subject be laid over until next meeting.

Through Rates and Divisions on Cotton Seed Products, C. L., Arkansas Points, Via E. St. Louis to Cincinnati, Louisville, Etc.

This subject was considered at meeting held 19th ult. and as instracted the Chairman advised the Mo. Pac. representative of the action taken. The Chairman stated that he had since received letters from several of the members, with correspondence attached from A. G. F. A., Mo. Pac. Ry. on the subject, which were considered and it was:

Resolved, That the Chairman be instructed to ascertain what the divisions are on Cotton Seed Products from Arkansas points to Cincinnati and Louisville via Memphis and present question at next meeting.

Percentage Divisions of Through Rates from Louisville Via East St. Louis to Texas Points Named in Southwestern Division Sheet No. 14, Item 96, Page 20.

Letter Jan. 12th, file D-836, from G. W. Cale, Chairman Southwestern Freight Committee, regarding the above subject was read and after due consideration, it was:

Resolved, That the Chairman reply to Mr. Cale to the effect that the divisions he refers to are in accordance with Southwestern Freight Committee's Division Sheet No. 14, item 96, and that the divisions as published are in accordance with the understanding of the agreement made by the members of this Committee and that the Chairman call Mr. Cale's attention to the fact that cement does not originate at New Albany but originates at local stations in Indiana on the Pan Handle and that Texas percentages are not applicable from local stations on Louisville Divisions of the Pan Handle and that this Committee has no jurisdiction.

Unauthorized Rate on Iron and Steel Articles Published by Individual Roads, Members of This Committee.

The above subject was submitted by Circular Letters Jan. 4th and 7th, file B-300 and docketed for further consideration of the Committee today. After a general discussion, it was:

Resolved, That the subject be laid on the table.

Proposition to Have Rates Between Cincinnati, Louisville and Evansville Under the Jurisdiction of This Committee.

The above subject was considered at meeting Dec. 19th and laid over pending further information to be obtained by the directly interested lines. The matter being further considered today, it was:

Resolved, That rates applying on traffic between Evansville, Louisville and Louisville Points, Cincinnati and Cincinnati Points, be handled under the jurisdiction

of the St. Louis-Cincinnati-Louisville Freight Committee.

The Louisville & Evansville Mail Line having expressed their willingness to become a member of this Committee for the handling of the traffic mentioned, the Evansville & Terre Haute R. R. be also invited to become a member, effective Feb. 1st, 1901.

And it is further:

Resolved, That the Chairman call a meeting at Louisville, at an early date, of Rate Clerks to check in rates between Cincinnati and Evansville and Louisville and Evansville.

Rates on Pig Iron, Billets, Brooms, Etc., Between East St. Louis, Cincinnati, Louisville, Etc.

The above subject was docketed for consideration in view of the call issued by Central Freight Ass'n. for meeting Jan. 17th, 1901, at Indianapolis, relative to check of Pig Iron, Billets, etc., rates, East St. Louis and Ohio River Crossings to C. F. A. Points.

The Chairman stated that at meeting Indianapolis, 17th inst. it was agreed to reaffirm rates now in effect from East St. Louis and Ohio River Crossings to C. F. A. Points and it was:

Resolved, That the subject be tabled.

Letter from Chairman Cale Southwestern Freight Committee Requesting that Point of Origin and Other Information be Shown on Waybills.

The Chairman read letter on the above subject also stated that the matter had been submitted by C. F. A. Advice Letter No. F-845 and it was

Resolved, That the subject be tabled, local agents having received instructions from their superior officers in regard to handling this business.

Election of Executive Committee.

The term of office for which the Executive Committee were elected for 1900, having expired, it was

Resolved, That Messrs. R. A. Campbell, N. W. Taylor and W. D. Holliday be and are hereby elected an Executive Committee for the year 1901 and to hold office as provided for in the Articles of Organization.

Rates on Articles of Iron and Steel Manufacture.

The Chairman called attention to C. F. A. Information No. 2617, authorizing 5th class rates, L. C. L., and 6th class rates C. L. on Articles of Iron and Steel manufactures between points in C. F. A. Territory and requested to be advised if this Committee desired these rates published between East St. Louis, Cincinnati, Louisville, etc., and it was

Resolved, That the individual roads, members of this Committee advise that they will establish rate, on Articles of Iron and Steel Manufacture, as per rates and conditions authorized in C. F. A. Information Nos. 2617 and 2630, corrected, between East St. Louis, Cincinnati and Cincinnati Points, Louisville and Louisville Points, effective Feb. 1st and that Joint Freight Tariff I. C. C. No. B-22 be amended accordingly.

Rate on Drums, Casks or Tubes, Iron, Empty, Second-hand, Returned.

The Chairman submitted letter from a member requesting reduction in rate on this commodity in C. L. and it was

Resolved, That the individual roads, members of this Committee, advise that they will establish rate of 12 cents per 100 lbs. on Drums, Casks or Tubes, Iron, Empty, (second-hand) returned, C. L. minimum weight 24,000 lbs. between East St. Louis, Cincinnati and Cinnati Points, Louisville and Louisville points, effective Feb. 1st and that Joint Freight Tariff I. C. No. B-22 be amended accordingly.

Meeting adjourned until Wednesday, Feb. 27th at St. Louis."

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 63;" as follows:

NO. 2.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Louisville Hotel, Louisville, Ky., Jan. 30th, 1901.

Representation:

B. & O. S. W. R. R.—E. B. Tullis.
C. H. & D. Ry.—E. B. Tullis.
C. C. C. & St. L. Ry.—O. A. Rhine.
Ill. Cent. R. R.—D. W. Longstreet.
L. H. & St. L. Ry.—L. J. Irwin, G. N. Robinson.
Louisville & Nashville Mail Co.—C. V. Williams.
P. C. C. & St. L. Ry.—S. E. Mullings.
Southern Ry., (St. L.-L. Lines)—J. E. Campbell, R. H. Morris.

This meeting was called in accordance with the action taken at meeting Jan. 23rd (See proceedings, page 3 and Circular Letter 26th.)

After a general discussion on the subject it was not deemed practicable to dispose of the subject at this meeting, and it was

Resolved, That each line, member of the St. Louis-Cincinnati-Louisville Freight Committee furnish the Chairman of that Committee with copies of their tariffs and Rates now in effect applying between Evansville, on the one hand, and Louisville, East St. Louis and Cincinnati, on the other, and that the Chairman prepare a comparative statement as between the different tariffs and the different points and submit the same by mail, it being understood that the whole matter will be considered at the next regular meeting of the Committee, which will be held in St. Louis, on the fourth Wednesday of February.

It is further understood that the boat lines will operate the following differentials under whatever rates are established by the rail lines, between Evansville, on the one hand and Louisville and Cincinnati, on the other, which water differentials are as follows:

1-5 2-4 3-3 4-2 5-2 6-2

Pending the meeting at which this matter is to be further considered, it is understood that no changes can be made by any member of the St. Louis-Cincinnati-Louisville Freight Committee in the rates now in effect between Evansville, on the one hand, and Louisville and Cincinnati on the other, except under the rules of that Committee.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 64;" as follows:

PROCEEDINGS NO. III.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Rate Clerks Held in the Chairman's Office, Feb. 26, 1901.

Representation:

B. & O. S. W. R. R.—E. B. Tullis.
C. C. C. & St. L. Ry.—H. S. Bradley.
C. H. & D. Ry.—E. B. Tullis.
Ill. Cent. R. R.—J. Hattendorf.
L. H. & St. L. Ry.—G. N. Robinson.
P. C. C. & St. L. Ry.—E. B. Tullis.
Southern Ry. (St. L.-L. Lines)—C. D. Morris.
Louisville & Evansville Mail Co.—C. V. Williams.

R. M. Fraser, Chairman.

Meeting convened 10:00 A. M.

Rates Between Evansville, Louisville and Cincinnati.

In accord with resolution adopted at meeting Jan. 23rd, 1901, and Circular Letter Feb. 19th, 1901, file B-316, the Rate Clerks met in this office today and after a general discussion the individual lines gave notice that the Class Rates via Rail Lines between Evansville and Cincinnati would be as follows:

1-40 2-34 3-25 4-17 5-15 6-12

The Class Rates via the Boat Line to be the following differentials less than the Class Rates established via Rail Routes:

1-5 2-4 3-3 4-2 5-2 6-2

It being further understood that when a commodity rate is established which is the same as a Standard Class Rate, the Boat Line Rate will be the differential for that class, less than via Rail and where a Commodity Rate is established that is not a class rate the Boat Line rate will be the differential less than the next nearest class rate via Rail.

Note.—The rates on Live Stock, C. L. betwen Evansville and Cincinnati were referred to the Freight Committee to be consiered at their meeting 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the tariff when issued.

The rates between Evansville and Louisville were then taken up and the individual lines gave notice that the rates via Rail Lines between Evansville and Louisville would be the following differentials less than the rates between Evansville and Cincinnati, viz:

1-12 2-10 3-5 4-3 5-3 6-2

and which establishes the following Rail rates between Evansville and Louisville:

1-28 2-24 3-20 4-14 5-12 6-10

The Class Rates via the Boat Lines to be the follow-

ing differentials less than the Class Rates established via Rail Routes, viz.:

1-5 2-4 3-3 4-2 5-2 6-2

The Rule regarding establishing Commodity Rates via the Boat Line between Evansville and Louisville are the same as govern between Evansville and Cincinnati and which are noted above.

Note.—The Rate on Plows, Louisville and Evansville was referred to the Freight Committee to be considered at their meeting 27th inst. It being understood that the rates decided upon by the Freight Committee are to be named in the Tariff when issued.

The question of manner of issuing the Tariffs was considered and it was

Resolved, That the Chairman submit to the Freight Committee proposition to issue separate Tariffs, one to name rates between Evansville and Cincinnati and the other to name rates betwen Evansville and Louisville. The Tariffs to be of different color and a proof copy of same be sent to each member for their check and approval before final issue.

And it was further;

Resolved, That, the question of cancelling the tariffs of the individual lines which are at present in effect between Evansville and Cincinnati and Evansville and Louisville be referred to the Freight Committee at their meeting to be held 27th inst. for their consideration and action.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 65," as follows:

PROCEEDINGS NO. IV.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman, St. Louis, Mo., Feb. 27, 1901.

Representation:

B. & O. S. W. R. R., E. S. Orr, E. B. Tullis.
C., C., C. & St. L. Ry., W. D. Holliday.
C., H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., G. W. Becker, J. Hattendorf.
L., D. & W. Ry., J. S. Lazarus, by E. J. Hutchinson.
L., H. & St. L. Ry., L. J. Irwin, W. C. Lindsay
P. C. C. & St. L. Ry., J. B. Hill, by N. W Taylor.
Southern Ry. (St. L.-L. Lines), R. A. Campbell.
T., H. & I. R. R., N. W. Taylor.
Louisville & Evansville Mail Co., C. V. Williams.
R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas and Louisiana Points via East St. Louis.

The above subject was considered at meeting Jan. 23d, 1901. The Chairman stated that, as instructed, he had submitted the proposition to the Southwestern Lines and received Joint Letter from Messrs. Davis and Peabody accepting the proposition named, in resolution adopted at meeting of this Committee, Jan. 23d, 1901. And, after due consideration, it was

Resolved, That the subject be left in the hands of the Chairman—he to get a further reply from the Southwestern Roads as regards the St. L. & S. F. R. R. and to report result to the members of this Committee by Circular Letter, or bring the subject up at next meeting, as circumstances warrant.

Rates on Cotton Seed Oil, Cake and Meal (Texas Points), East St. Louis to Cincinnati and Louisiana, Published in Southwestern Freight Committee's Division Sheet No. 14, Sept. 10, 1900.

The above subject was considered at meeting 23d ult. and laid over. The Chairman stated that he had endeavored to get a definite reply from Mr. Cale, but up to the present time had failed to obtain the information desired, and it was

Resolved, That the subject be laid over until next meeting.

Through Rates and Division on Cotton Seed Products, C. L., Arkansas Points via East St. Louis to Cincinnati, Louisville, Etc.

The above subject was last considered at meeting 23d ult. The Chairman stated, as instructed, he had endeavored to obtain the information desired, submitting the correspondence. It was

Resolved, That the Chairman be instructed to reply to A. G. F. A., Mo. Pac. Ry., that the roads, members of this Committee, will accept on shipments of Cotton Seed Products, C. L., forwarded from all points in Arkansas, except Texarkana, via East St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee) 40 per cent. of the established through rates, from the original point of shipment, with a minimum of 8 cts. per 100 lbs., for the lines east of East St. Louis.

Note.—Mr. Irwin, G. F. A., L., H. & St. L. Ry., requested the Chairman to state in his letter to the Mo. Pac. Ry. that the above divisions would not be accepted by the L., H. & St. L. Ry.

Rates Between Evansville and Cincinnati and Evansville and Louisville.

The Chairman stated that the Rate Clerks at meeting yesterday, 26th inst., checked in rates between

points named above in line with resolution adopted at meeting 23d ult., except the rates on Live Stock between Evansville and Cincinnati and on Plows between Louisville and Evansville, which were referred to the Committee for their consideration, and it was

Resolved, That the rates on Live Stock, C. L., between Evansville and Cincinnati will be as follows:

Horses and Mules, C. L., Rail 25 cts., Boat Line 23 cts.
Cattle, Calves, Sheep and Hogs, C. L., Rail 15 cts., Boat Line 13 cts. subject to rules and minimum weights of the Official Classification, and on Plows, C. L., between Evansville and Louisville, via Rail 10 cts. per 100 lbs., minimum weights as per Official Classification.

Note.—Mr. Williams requested that the River Rate on Plows be left blank, stating, however, that he would not under any circumstances make a less rate via Boat than the agreed differential of 2 cts. per 100 lbs.

The Chairman requested information regarding the issue of Tariffs on the Traffic between Evansville and Cincinnati and Evansville and Louisville, and it was

Resolved, That the Chairman be instructed to issue separate Tariffs, one naming rates between Evansville and Cincinnati, and the other naming rates between Evansville and Louisville.

And it is further

Resolved, That the individual roads, carrying rates between Evansville and Cincinnati and Evansville and Louisville cancel their individual Tariffs, effective on same date that the Tariffs of this Committee, which are authorized at this meeting, become effective.

It is further

Resolved, That the Chairman write to G. F. A., E. & T. H. R. R., requesting that their tariffs, covering rates from Evansville to Louisville and Cincinnati, be put in line with the Tariffs issued by this Committee. The Chairman to send the G. F. A., E. & T. H. R. R., copies of Tariffs issued, covering this traffic.

The Chairman also requested information as to the duties required of this office in connection with this matter (rates between Evansville and Cincinnati and Evansville and Louisville), and was informed that only the publication of Tariffs would be required, he to have nothing to do with copies of billing, compiling statistics, etc., and after a further discussion regarding expenses incurred in issuing said Tariffs, the following was adopted:

Resolved, That the Louisville & Evansville Mail Co. be charged with 1 per cent. of the total Monthly Expense of the St. Louis-Cincinnati-Louisville Freight Committee, the balance to be divided between the other lines, members of the Committee, as provided for in Article IX. of the Articles of Organization.

Rates on Fertilizer, C. L., East St. Louis to Cincinnati, Louisville, Etc.

The Chairman submitted application to establish rate of 10 cts. per 100 lbs. on the above referred to traffic, and after due consideration the following action was taken:

Whereas, The present rate on Soap Stock-Tallow-Grease, C. L., between Chicago and East St. Louis and Cincinnati, Louisville, etc., is 10 cts. and on Fertilizer 12 cts. per 100 lbs. and it was

Resolved, That the Chairman correspond with the Secretary of the C. & O. R. Committee with a view to having the rates on Soap Stock, Tallow, Grease, etc., advanced to the same rate as Fertilizer (12 cts. per 100 lbs), if possible, if, however, it is found impracticable to advance the rate on Soap Stock, etc., it is recommended that rates on Fertilizer, C. L., be established at 10c per 100 lbs., minimum 30,000 lbs. The date of advance or reduction to be named later. The result of correspondence to be submitted to all members by Circular Letter.

Rates on Kaffir Corn, Carloads.

The Chairman submitted letter from the B. & O. S. W. R. R., calling attention to Central Freight Association Information No. 2650, which establishes *Grain Rates* on Kaffir Corn and Corn-meal, requesting to be advised if under this ruling the Tariff of the Committee should be corrected so as to eliminate Kaffir Corn from the Grain *Products List*, and include same under list of articles taking the *Grain* rates and it was:

Resolved, That the Chairman in next issue of the Committee's Tariffs eliminate Kaffir Corn from list of Articles taking Grain Products Rates and include same in the list entitled to the *Grain* Rates.

Proportional Rates on Grain, C. L., Named in Joint Proportional Tariff, I. C. C., No. B-23.

The Chariman read Correspondence with the G. F. A., B. & O. S. W. R. R. regarding Foot-notes, on page 2 of said Tariff, relative to application of the Grain Rates to and from the different territories via the several lines, and it was:

Resolved, That the Chairman correct (with pen and ink), copies of the Tariff in line with B. & O. S. W. R. R.'s suggestion and submit same to the members of the Committee for their votes, as to whether tariff shall be reissued as suggested. The result to be sent to the members by Circular Letter.

Minimum Weights on Light and Bulky Freight.

The Chairman called attention to the practice of the L. H. & St. L. Ry. transporting part lots of C. L. shipments at C. L. rate, on which Rule 5-C of the Official Class'n. does not apply.

In line with statements made by G. F. A., L. H. & St. L. Ry. at meeting, Dec. 19th, 1900 (See proceedings, page 3), he stated again today that if the authorized minimum weight on any traffic was in excess of the weight that could be loaded in their own equipment and

that could not, at the time, get any equipment larger than their own, he would not agree to maintain the minimum.

A. G. F. A. Southern Ry., stated if that was to be the practice of the L. H. & St. L. Ry., the Southern Ry. would handle the traffic in like manner.

There was a general discussion of the subject, but no definite action taken.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 66;" as follows:

PROCEEDINGS NO. V.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Louisville Hotel, Louisville, Ky., April 24th, 1901.

Representation:

B. & O. S. W. R. R., Ed. Hart, Jr.
C., C., C., & St. L. Ry., H. F. Frost.
C. H. & D. Ry., E. J. Hutchinson.
Ill. Cent. R. R., J. Hattindorf.
L., D. & W. Ry., J. S. Lazarus, by E. J. Hutchinson.
L., H. & St. L. Ry., L. J. Irwin, W. C. Lindsay.
P., C., C. & St. L. Ry., M. S. Connelly.
Southern Ry. (St. L.-L. Lines), J. B. Campbell, C. D. Morris.
T. H. & I. R. R., N. W. Taylor, M. S. Connelly.
Louisville & Evansville Mail Co., C. V. Williams.
R. M. Fraser, Chairman.

Meeting convened at 10:00 a. m.

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas and Louisiana Points Via E. St. Louis.

The above subject was last considered at meeting Feb. 27th and left in the hands of the Chairman to get further reply from Southwestern Roads, as regards the St. L. & S. F. R. R.

The Chairman reported having written three letters asking the information desired, but had not as yet received definite reply and it was:

Resolved, That the subject be left with the Chairman to endeavor to secure a reply and communicate same to the Committee by Circular Letter.

Through Rates and Divisions on Cotton Seed Products, C. L., Arkansas Points Via E. St. Louis to Cincinnati, Louisville, Etc.

The above subject was last considered at meeting Feb. 27th. The resolution adopted was transmitted to the Mo. Pac. Ry., Feb. 28th, along with the notice from L. H. & St. L. Ry., and letter April 17th, file X-13, received from A. G. F. A., Mo. Pac. Ry., as follows:

"We have concluded to accept the proposition submitted in your letter Feb. 28th, regarding divisions on Cotton Seed Products via E. St. Louis to Cincinati, O., and Louisville, Ky., and will issue Division Sheet on this basis, understanding that the local rate is to apply as maximum east of East St. Louis."

The above information having been furnished the Committee by Circular Letter April 18th, it was:

Resolved, That no further action is necessary and the papers be filed.

Reissue of Joint Proportional Tariff I. C. C. No. B-23, As I. C. C. No. B.24.

The Chairman stated that as instructed at meeting Feb. 27th, necessary action was taken to ascertain the views of the members regarding reissue of tariff as suggested. Result being an affirmative vote, the tariff will be reissued as I. C. C. No. B-24, proof of which was submitted to the members at meeting today for corrections, if any, tariff will be issued as soon as possible.

Application for Rate on Iron Holloware, any Quantity, Jeffersonville to Evansville.

The above subject was submitted by Circular Letter April 1st, file A-100 and docketed for further consideration at meeting today.

After a general discussion it was:

Recommended, That Joint Freight Tariff I. C. C. No. 1 be amended making the rate on Iron Holloware, via Rail 15 cts. and via Boat 13 cts. per 100 lbs., any quantity, from Jeffersonville to Evansville, Ind., effective on Legal Notice.

Adopted individually by roads interested.

Application for Rate on Mill Feed, Evansville to Louisville.

The above subject was submitted by Circular Letter April 6th, file A-101, and docketed for further consideration at meeting today.

After due consideration, it was:

Recommended, That the application be declined and the subject be laid on the table.

Adopted individually by roads interested.

Request for Information as to Prorating Through Rates from Harriman, Tenn., to E. St. Louis or St. Louis.

The above subject was submitted by Circular Letter April 11th, file B-349, as follows:

"Will you kindly ascertain from the members of the St. Louis-Cincinnati-Louisville Freight Committee, whether any of them are pro-rating through rates from Harriman, Tenn., to East St. Louis or St. Louis.

Replies have been received from eight members, three of whom state that they are dividing rates on a pro-rata basis, the other five state that they have no pro-rating arrangements in effect.

In view of the fact that this Committee has no jurisdiction over this traffic, it was:

Resolved, That the subject be tabled.

Application for Rate on Blinds, Doors and Sash, Louisville to Evansville.

The above subject was submitted by Circular Letter April 12th, file A-102, and docketed for further consideration of the Committee today and it was

Recommended, That the application be declined.

Adopted individually by roads interested.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 27, 1901.
File B-342.

To the Freight Committee.

Gentlemen: Please refer to Proceedings No. V, page 3m, April 24th, and correct the action on Iron Bath Tubs to read as follows:

Rate on Iron Bath Tubs, C. L., Minimum Weight 20,000 Lbs.

Correspondence with the Louisville Committee was submitted and after consideration it was

Recommended, That the rate of 15 cts. per 100 lbs. on Iron Bath Tubs, C. L., minimum 20,000 lbs. be authorized from Louisville to East St. Louis, the Chairman to amend Tariff, effective on Legal Notice.

Adopted individually by roads interested.

Tariff I. C. C. No. B-22 will be amended accordingly.

Attention being called to the fact that there is no necessity for the rate other than as stated above and the action shown in procedings was not intended, the correction is hereby requested.

Respectfully,
R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 67;" as follows:

PROCEEDINGS NO. VI.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at Grand Hotel, Cincinnati, O., Wednesday, June 26th, 1901.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, A. Fries, Ed. Hart, Jr.
C. C. C. & St. L. Ry.—G. H. Ingalls.
C. H. & D. Ry.—E. J. Hutchinson.
I. D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
Ill. Cent. R. R.—F. H. Harwood, J. Hattendorf.
L. H. & St. L. Ry.—L. J. Irwin, A. Langley.
P. C. C. & St. L. Ry.—G. W. Davis, M. S. Connelly.
Southern Ry (St. L.-L. Lines)—T. C. Powell, R. A. Campbell, J. B. Campbell.
T. H. & I. R. R.—N. W. Taylor, by G. W. Davis.
R. M. Fraser, Chairman.

Meeting convened at 10:00 A. M.

Through Rates and Divisions on Traffic From Cincinnati-Louisville, Etc., to Arkansas and Louisiana Points via E. St. Louis.

The above subject was last considered at meeting April 24th, and in absence of information from all the Southwestern Roads, subject was left with the Chairman to advise later by Circular.

The delayed correspondenec was transmitted to the members by Circular Letter May 6th, stating that the arrangement became effective May 20th. Subsequently the St. L. & S. F. R. R. gave notice that they could not carry out the previous agreement and their letters communicated to members by Circular Letter June 7th.

The question having been raised as to whether exceptions to the Classification on Agricultural Implements, Vehicles, etc., Arkansas Freight Committee Exceptions No. 1-A Jan. 5th, 1901—Rule 5, G. W. Cale, Chairman, were considered in making the percentage division arrangement on Arkansas and Louisiana Traffic and Circular Letter May 21st, was issued asking vote on the proposition. The vote was not unanimous, *as stated in Circular Letter May 29th.*

The Committee are now requested to take action on St. L. & S. F. R. R. revised proposition (See Circular Letter June 7th) and regarding exceptions to Class'n. (See Circular Letters May 21st and 29th.)

After a careful consideration of the above subjects, it was

Resolved, That the resolution adopted at meeting Jan. 23rd and transmitted to the Southwestern Roads by letter Jan. 24th, naming a basis for divisions on Traffic from Cincinnati-Louisville, etc., via E. St. Louis to Arkansas and Louisiana points, which was accepted by the St. L. S. W.-Mo. Pac. and St. L. & S. F. Railroads and became effective May 20th is hereby cancelled, *so far as it applies to the St. L. & S. F. R. R.*, G. F. A. Russell having advised by letters June 4th and 6th that he could not comply with the proposition. (See Circular Letters May 6th and June 7th, file B-119.) The Chairman to notify the G. F. A., St. L. & S. F. R. R. of this action in answer to his letters June 4th and 6th.

It was further

Resolved, That the roads, members of this Committee, will not be a party to the exceptions to the Western Class'n. authorizing the application of the carload rate on entire lot of Agricultural Implements, Furniture and Vehicles, although it may be less than two or more full carloads.

The Chairman to notify the Southwestern Roads of this action.

The Ill. Cent. wished to be recorded as not voting on the above proposition and stated that where it is found, Arkansas and Louisiana exceptions are being applied, they will meet such competition.

Lard Tanks, Galvanized Iron, Empty Returned, Louisville to East St. Louis.

Correspondence with a member was read and the following action taken:

Whereas, The present authorized rate on second-hand Iron Drums, empty returned, is 17 cents per 100 lbs. from Louisville to East St. Louis, therefore be it

Resolved, That a rate of 17 cents per 100 be authorized on Lard Tanks, Galvanized Iron, empty, returned, L. C. L., Louisville to East St. Louis, the Chairman to amend Tariff effective on Legal Notice.

Adopted individually by roads interested.

Application for Reduced Rate on Defective or Broken Parts of Farm Wagons Returned to Manufacturers for Repairs, Etc.

The Chairman submitted letter from a member, also from Wagon Manufacturers' Ass'n., their Chairman of the Freight and Class'n. Committee addressed the meeting and it was

Resolved, That the question be deferred until next meeting of this Committe—the members are to obtain such information as they can as regards shipments of like character handled throughout the Central Freight Ass'n. Territory.

Adopted individually by roads interested.

Malt, Carloads, East St. Louis to Cincinnati-Louisville, Etc.

Application for reduction in rate was submitted by Circular Letter March 31st, file B-308, the vote not being conculsive, the subject was submitted at meeting and it was

Recomended, That the application be declined. Accepted individually by roads interested.

Application for Proportional Commodity Rate on Sulphuric Acid in Tank Cars, East St. Louis to Louisville, Ky.

Correspondence with a member was read urging reduction in rate from East St. Louis on traffic from the west in competition with rate from La Salle, Ill., and it was

Resolved, That this matter be referred to the Chairman for a Conference with the Mo. Pac. and other western roads interested. This with the idea that they should establish a through tariff from Kansas City to Louisville at a figure which will be in line with the rates from other similar districts on the same article. Any difference in the through rates as now established on the basis of two locals to be divided on basis of pro-rata, rate per rate as between the Western Roads and the Roads leading east from East St. Louis to Louisville.

Rates to Springfield, Mo., from Louisville via Chicago.

Letter from a member submitted calling attention to above subject. After a general discussion, it was

Resolved, That a Special Committee, consisting of Chairman Fraser and Mr. R. A. Campbell of St. Louis, be appointed to have a conference with the Frisco Line for the purpose of ascertaining whether they will accept on shipments from Cincinnati and Louisville the same proportion as they receive on traffic from Chicago and if so, then the Chairman of this Committee be authorized to issue a through tariff from Cincinnati and Louisville to Springfield, Mo., on the same basis of through rates as govern from Chicago. Division sheet to be issued by Chairman Fraser allowing the lines west of East St. Louis the same proportion as they receive on Chicago traffic. The roads from Cincinnati and Louisville to accept the difference as their proportion to East St. Louis.

Application for Proportional Rate on Hay, C. L., East St. Louis to Cincinnati-Louisville, Etc.

This subject was last considered at meeting Dec. 19th, 1900, and the proportional rate, 12 cts. per 100 lbs., C. L., minimum 30,000 lbs., then in effect, withdrawn, effective Jan. 3d.

The present application is for rate of 11 cts. per 100 lbs. C. L., minimum 30,000 lbs.

After due consideration it was

Recommended, That the application be declined.

Accepted individually by roads interested.

Rate on Oleo Oil.

Letter from Secretary, C. & O. R. Committee, was read, requesting that the Commodity Rate on Oleo Oil, C. L., be advanced to the Official Classification basis (5th class), in line with proposed rate from Chicago.

After due consideration, it was

Resolved, That we decline to change the rate on Oleo Oil, in wood, between East St. Louis, Cincinnati, Louisville, etc.

Adopted individually by roads interested.

Rate on Sand.

Letter from the Secretary C. & O. Committee submitted requesting an advance in rate on Sand C. L., from Klondike, Mo., and from East St. Louis, in line with rates from points in Illinois via Chicago to Cincinnati-Louisville, etc., and it was

Resolved, That the rate on Glass House Sand be made $1.50 per net ton, C. L., minimum, marked capacity of car, East St. Louis to Cincinnati, Louisville, etc. the Chairman to amend Tariff effective on legal notice.

Rates from Evansville to Cincinnati.

The Chairman called attention to correspondence with G. F. A., E. & T. H. R. R., which had been com-

municated to all members by Circular Letter dated May 4th and June 3d, File B-316.

After due consideration, it was

Resolved, That this subject be laid over until next meeting; in the meantime the Evansville Committee are to get together and make a report as to the actual condition of affairs.

Adopted individually by roads interested.

Rates on Livestock and Other Exhibits for Louisville Interstate Fair, 1901.

Letter from a member was read, and it was

Resolved, That the rules of the Central Freight Association regarding the handling of exhibits be adopted. See C. F. A. Nos. 1165-1192.

Adopted individually by roads interested.

Application of Official Classification Rules on Commodity Rates.

The question having been raised as to whether the Official Classification rule, for instance, 5-C, should apply on shipments of Rags and Waste and Scrap Paper, C. L. minimum 30,000 lbs. Commodity Rate.

After due consideration, the following resolution was adopted to govern the subject generally.

Resolved, That unless provided for in the Tariff, the Official Classification rules should in all cases apply, except where the Official Classification rules should in all cases apply, except where the Chicago and Ohio River Committee publish rates and minimums in conflict therewith, in which case the Chicago and Ohio River Committee action will be the rule governing for this Committee.

Regular meeting adjourned until Wednesday, September 25th, 1901.

Resolved, That the next regular meeting of this Committee will convene on Wednesday, Sept. 25th,

1901, at St. Louis, it being understood that the Chairman will in the meantime submit by Circular Letter any subject needing attention, or will issue a call for Special Meeting of the Committee, if he considers circumstances warrant.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 68," as follows:

PROCEEDINGS NO. VII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman.

St. Louis, Mo., Sept. 25, 1901.

Representation:

B. & O. S. W. R. R.—J. Dougall.
C., C., C. & St. L. Ry.—W. D. Holliday.
C., H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—G. W. Becker.
I., D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
L., H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
Southern Line (St. L.-L. Lines)—C. D. Morris.
P., C., C. & St. L. Ry.—G. W. Davis.
T., H. & I. R. R.—N. W. Taylor.
Louisville & Evansville Mail Co.—C. V. Williams.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Divisions on Traffic from Arkansas via East St. Louis to Cincinnati, Louisville, Etc.

This subject was brought up by correspondence received from several members, requesting information as to authority for rates and divisions named in Proof

Sheet of Mo. Pac. Ry. Division Sheet No. 1, dated April 24th, 1901, to Arkansas Freight Tariff No. 3 (corrected), dated April 9th, 1901.

The divisions named not having been authorized by this Committee, a conference with Committee of Arkansas Lines was arranged for at meeting 25th, and there were present Messrs. W. R. Peabody and W. B. Knight, Mo. Pac. Ry.; Chas. Hall, St. L. & S. F. R. R.; J. Hodges, St. L. S. W. Ry., and L. Palmer from Office of Mr. Geo. W. Cale, Chairman Arkansas Freight Committee.

After a general discussion on the subject, suggestions being made by both parties, which were not acceptable to all, a resolution was unanimously adopted by the St. Louis-Cincinnati-Louisville Freight Committee, as follows:

Resolved, That percentage divisions between Little Rock and Pine Bluff and Louisville and Cincinnati, via East St. Louis, be established on the basis of short-line distances, east and west of the river, and that Mississippi and Ohio River Bridge Tolls be deducted before pro-rating. This basis of divisions to apply also to points in Cincinnati and Louisville Territories (under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee) and to points in Arkansas taking the Little Rock and Pine Bluff rates.

The Arkansas Committee were then called upon for their vote on the resolution and replied as follows:

We cannot vote favorably on the resolution; we are only a Committee appointed by the Arkansas Freight Committee, but are willing to have the proposition considered by the Arkansas Freight Committee as a whole.

The following resolution was offered and adopted:

Resolved, That the resolution be referred to the Arkansas Lines for consideration and action at their leisure.

In order that there might be no misunderstanding as to the status of affairs, the Chairman stated:

As the matter now stands, it is my understanding that in this subject being laid over, it leaves the divisions on Cotton Seed Products as they were (See Proceedings Feb. 27th and April 24th, 1901), and it also leaves percentage divisions on South-bound traffic as now in effect (See Proceedings June 26th, 1901), and that on all of the Commodities that are mentioned on the Missouri Pacific Division Sheet, or others, rates will be made on a combination of locals. Is this correct?

The members of both Committees stated that their understanding of the situation was in accordance with above statement, and the Conference meeting adjourned.

Note—A copy of the resolution quoted above was transmitted by letter Sept. 26th, file B-383, to Mr. Geo. W. Cale, Chairman, Arkansas Freight Committee.

Application for Half Rates on Wagons and Other Vehicles, Returned to Manufacturers for Repairs.

This subject was considered at meeting June 26th and laid over until today, and it was

Resolved, That the application be declined.

Application for Proportional Rate on Sulphuric Acid, in Tank Cars, East St. Louis to Louisville.

This subject was considered at meeting June 26th and referred to the Chairman for Conference with Western Roads. The subject is now before the Western Trunk Line Committee for consideration and it was

Resolved, That the subject be laid over pending action of the Western Trunk Line Committee.

Rates to Springfield, Mo., from Louisville, vs. Rates from Chicago, Ill.

This subject was considered at June Meeting and Referred to Special Committee to confer with St. L. & S. F. R. R. The result is shown in Circular Letter July 22nd, file B-375.

After further consideration today it was deemed useless for the Committee to take any further action in the premises, and it was

Resolved, That the subject be tabled.

Application for Same Rating on Cotton Warp and Cotton Yarn.

This subject was brought up by one of the members and taken up with C. & O. R. Committee. Their regular meeting having been delayed, it was

Resolved, That the matter be deferred until after meeting of the Chicago & Ohio River Committee.

Application for Reduced Rates on Glass Sand, East St. Louis to New Albany, Ind.

This application was submitted by Circular for vote and not approved (See Circular Letters, August 28th-Sept. 6th, File B-376).

After further consideration at meeting today, it was

Resolved, That this matter be laid over, in the meantime the Chairman is to get through rates from Chicago and Chicago Producing Points, the subject to be further considered at next meeting.

Rate Adjustment on Apricultural Implements, Louisville to Oklahoma and Indian Territory Points vs. Moline and Rock Island.

On receipt of correspondence the Chairman conferred with A. G. F. A. Frisco and was informed that subject was under consideration by a Committee of Western Roads, now in session and it was

Resolved, That the subject be laid over until action of Western Roads ascertained.

Application for Same Commodity Rate on Lead Dross and Lead Skimmings as in Effect on Lead Ashes.

After due consideration, following resolution was offered and adopted

Resolved, That the individual roads, members of this Committee, authorize rate on Lead Dross and Lead Skimmings, carloads, on same basis as in effect on Lead Ashes, per gross ton, between East St. Louis-Cincinnati-Louisville, etc., effective on Legal Notice and that Joint Freight Tariff I. C. No. B-25 be amended accordingly.

Discrepancies Between Tariffs from Evansville and East St. Louis, Cincinnati, Louisville, Etc.

At June meeting this subject was laid over with the request that Evansville Committee endeavor to reconcile matters.

Statement was made that condition in much better shape and it was

Resolved, That the subject be laid over until next meeting.

Regular Meeting of This Committee.

Chairman stated that at meeting Dec. 19th, 1900, it was decided to hold the meetings Bi-Monthly, beginning with February, 1901, in order to avoid having a meeting the same month as Central Freight Ass'n. Chairman also called attention to action at meeting June 26th, which would now make the meetings of this Committee fall in the same month as Central Freight Ass'n. Meetings, and it was

Resolved, That the next regular meeting will convene on Wednesday, October 23rd, 1901, at Louisville, Ky., and Bi-Monthly thereafter on the fourth Wednesday of the month, said meetings to be held alternately in St. Louis, Louisville and Cincinati.

Proportional Rates on Refined Cotton Seed Oil, Ivorydale, Ohio, to East St. Louis.

This subject was brought up by correction being issued on shipment of Cotton Seed Oil, via B. & O. S. W. R. R., Ivorydale, Ohio, to East St. Louis, advancing the rate from 6 cts. to Tariff Rate, 12 cts.

The correction was declined and letter Aug. 22nd from A. G. F. A. stated the 6-cent rate is proportion Cincinnati Lines have agreed to accept on Cotton Seed Oil from the south, refined in transit at Ivorydale, O., when destined to East St. Louis. The rate of 12 cts. would apply on local shipments not handled under reconsigning arrangement, and it was

Resolved, That the Chairman issue Circular Letter quoting B. & O. S. W. letter Aug. 22nd and ask what action Committee desire to take in regard to rate from Louisville.

Commodity Rates in St. Louis-Cincinnati-Louisville Tariffs, Not Included in Evansville Tariffs.

Chairman stated that he had been adding Commodity Rates from time to time to the East St. Louis Tariffs, but not to the Evansville Tariffs and desired to know what the Committee wished to do about it, and it was

Resolved, That the subject be laid over, in the meantime the Chairman to call the attention of the Committee to the additions, etc., by Circular Letter, the subject to be further considered at next meeting.

Telegraph Cipher Code.

The Chairman stated that he had received letter Sept. 5th from Chairman Cale, also proof copy of the proposed Telegraph Cipher Code, suggesting that same might be useful to this Committee, etc.

This subject was considered at meeting Sept., 1900, and tabled and it was

Resolved, That the former action be reaffirmed.

Adjourned.

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 69;" as follows:

PROCEEDINGS NO. VIII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Louisville Hotel.

Louisville, Ky., October 23, 1901.

Representation:
B. & O. S. W. R. R.—E. Hart, Jr., E. B. Tullis.
C. C. C. & St. L. Ry.—H. F. Frost.
C. H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—J. Hattendorf.
I. D. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin.
P. C. C. & St. L. Ry.—G. W. Davis, M. S. Connelly.
Southern Ry.—R. A. Campbell, J. B. Campbell.
T. H. & I. R. R.—N. W. Taylor, by M. S. Connelly.
R. M. Fraser, Chairman.

Meeting convened at 10:30 A. M.

Division on Traffic Between Arkansas Points via East St. Louis and Cincinnati, Louisville, Etc.

This subject was last considered at meeting Sept. 25th and copy of proceedings of the Joint Conference transmitted to Chairman, Arkansas Freight Committee, in letter dated Sept. 26th.

A copy is given below of letter Oct. 12th from Chairman, Arkansas Freight Committee, and reply thereto Oct. 15th, also a copy of letter 24th inst. to Chairman Arkansas Freight Committee covering action taken at meeting 23rd.

"St. Louis, Mo., Oct. 12th, 1901.
Files A-318 & D-194.

Rates and Divisions Arkansas Points to Cincinnati and Louisville.

Mr. R. M. Fraser,
Chairman, St. Louis, Cincinnati, Louisville Frt. Co.,
Union Station, St. Louis, Mo.

Dear Sir:—

Referring to your favor of Sept. 26th, file B-383, regarding Conference between your lines and members

of the Arkansas Freight Committee, relative to traffic from Arkansas Points to Cincinnati and Louisville and points taking same rates.

At this week's meeting of our Rate Committee, upon report being made of the action of the Conference, the undersigned was instructed to communicate with you to the effect that the proposition submitted by Cincinnati lines is not agreeable to members of the Arkansas Freight Committee. It was the sense of members that the understanding expressed by you regarding the present status of the question is correct, except that the percentages, which have been in effect for a number of years on northbound traffic from Little Rock, Pine Bluff and Brinkley are not considered cancelled by the rejection of your proposition.

Yours truly,

(Signed) G. W. Cale,
Chairman."

"St. Louis, Mo., Oct. 13, 1901.
File B-383.

Mr. Geo. W. Cale,
Chairman, Arkansas Frt. Com.,
St. Louis, Mo.

Dear Sir:—

Yours 12th, file A-318 and D-194, received. I regret that the proposition as per resolution of this Committee was not agreeable to the members of the Arkansas Freight Committee.

In my opinion the members of the Arkansas Committee are certainly not warranted in understanding that percentages are still in effect as stated in your letter as follows:

"It was the sense of members that the understanding expressed by you regarding the present status of the question is correct, except that the percentages which have been in effect for a number of years on northbound traffic from Little Rock, Pine Bluff and Brinkley are not considered cancelled by the rejection of your proposition."

On second pargraph of my letter Sept. 26th, it is stated that "with the exception of the agreed divisions on Cotton Seed Products, all of the Commodities that are mentioned on Mo. Pac. Division Sheet, or others, the rates will be made on a combination of locals," and states further:

"The proceedings mentioned above in connection with Circular Letters were referred to in remarks as to the present or future status of affairs and certainly clears the record of all Special arrangements, on northbound traffic mentioned in the Mo. Pac. Division Sheet No. 1, Arkansas Freight Tariff and other issues, leaving in effect only the arrangement on Cotton Seed Products, as per Circular Letter April 18th, 1901."

If the per cents you mention were understood to be still in effect I cannot see that anything was accomplished by declining to recognize or authorize the Missouri Pacific Division Sheet, etc.

I will submit your reply at meeting of the Committee 23rd inst. and will take pleasure in communicating their views on the subject.

Respectfully,
(Signed) R. M. Fraser, Chairman.

"St. Louis, Mo., Oct. 24, 1901.
File B-383.

Mr. Geo. W. Cale,
Chairman, Arkansas Frt. Com.,
St. Louis, Mo.

Dear Sir:—

Your letter 12th, files A-318-D-194 and my reply 15th, were submitted at the regular monthly meeting of the Committee at Louisville yesterday, and it was

"Resolved, That the Chairman's Letter 15th inst, to Chairman Arkansas Freight Committee is hereby approved, it being the understanding and intent of the roads, members of this Committee, at Conference Meeting Sept. 24th to cancel all percentages and Divisions that were in effect on Arkansas Traffic except those

specifically mentioned and covered by Proceedings Feb. 27th, and April 24th, Circular Letter April 18th, 1901, (northbound) and proceedings June 26th Circular Letters May 6th and June 7th, 1901, (southbound.)

Will you please notify all parties interested of this action so that there may be no further misunderstading on the subject and very much oblige.

Yours respectfully,

(Signed) R. M. Fraser, Chairman."

Application for Proportion Rate on Sulphuric Acid, in Tank Cars, East St. Louis to Louisville on Traffic from Kansas City.

At meeting Sept. 25th this subject was laid over pending action of Western Trunk Line Committe. Reply having been recived to the effect that the proposed through rate and divisions were not adopted, it was

Resolved, That the subject be tabled.

Rate Adjustment on Agricultural Implements, Carloads, Louisville to Oklahoma and Indian Territory Points vs. Moline and Rock Island.

Subject laid over from Sept. 25th meeting, awaiting information from Western Roads, which has not been received, and it was

Resolved, That the subject be laid over until next meeting.

Rate on Brass Ashes—C. F. A. Information 3004—Advice Letter G-454.

Resolved, That there is no necessity for publishing rate in this Committee's Tariff.

Comodity Rates in St. Louis-Cincinnati-Louisville Tariffs Not Included in Evansville-Cincinnati-Louisville Tariffs.

As instructed at meeting Sept. 25th, Chairman issued Circular Letter Oct. 16th, File B-316, naming the Commodities, and it was

Resolved, That the subject be tabled.

Discrepancies Between Tariffs from Evansville and East St. Louis, Cincinnati, Louisville, Etc.

This subject was laid over from meeting Sept. 25th and in order to give the Evansville Committee more time to consider the matter, it was

Resolved, That the subject be laid over until next meeting.

Application for Reduced Rate on Glass Sand, East St. Louis to New Albany, Indiana.

This application was considered at meeting Sept. 25th and action postponed to ascertain rates from Chicago, etc., to other points.

After due consideration, it was

Resolved, That the subject be laid over until next meeting (Nov. 20th). In the meantime the Chairman to correspond with the Chairman Central Freight Association with the view of securing a Conference of roads interested in the transportation of Glass Sand, for the purpose of establishing equitable rates on this traffic from all Glass Sand producing points.

Note.—Letter 24th, File B-376, to Chairman, C. F. A., requesting that he arrange for meeting of roads interested in transportation of Glass Sand.

Rate on Plaster, Cement and Wall to Lexington, Ky., Circular Letter Oct. 18th, File B-406.

Resolved, That the subject be tabled.

Proportional Rate on Refined Cotton Seed Oil, Ivorydale, Ohio, to East St. Louis.

As instructed at meeting Sept. 25th, Circular Letter Sept. 27th, File B-328, was issued.

After further consideration, it was

Resolved, That the subject be tabled.

Rate on Iron Bath Tubs, C. L., Minimum 20,000 Lbs.

At request of member it was

Resolved, That the Tariff be amended making rate of 15 cts. per 100 lbs. on Iron Bath Tubs, C. L., minimum 20,000 lbs., apply from Cincinnati, Louisville, etc., to East St. Louis, effective on Legal Notice.

Glass Bottles and Fruit Jars, C. L., Minimum 26,000 Lbs.

Resolved, That Tariff be amended making rate of 12 cts. per 100 lbs. on Glass Bottles and Fruit Jars, C. L., minimum 26,000 lbs., apply from Cincinnati-Louisville, etc., to East St. Louis, effective on legal notice.

Regular Meetings of the Committee.

This subject was acted upon at meeting Sept. 25th, but in consequence of the next meeting of C. F. A. being in December, it was

Resolved, That the next regular meeting of this Committee will convene on the third Wednesday of November (20th), 1901, at Cincinnati, O., and bimonthly thereafter on the fourth Wednesday of the month, said meetings to be held alternately in St. Louis, Louisville and Cincinnati.

Adjourned.

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 70," as follows:

PROCEEDINGS NO. IX.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Galt House.

Louisville, Ky., Jan. 22, 1902.

Representation:

B. & O. S. W. Ry.—A. Fries, J. M. Ryan.

C., C., C. & St. L. Ry.—H. F. Frost, Geo. H. Ingalls, C. J. Brister.
C., H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—D. W. Longstreet.
I., D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
L., H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
Southern Ry.—J. B. Campbell.
P., C., C. & St. L. Ry.—Geo. W. Davis, S. E. Mullings.
T., H. & I. R. R.—N. W. Taylor, by S. E. Mullings.
Louisville & Evansville Mail Co.—C. V. Williams.
R. M. Fraser, Chairman.

Meeting convened 10:00 a. m.

Rate on Mantels, (Wood) L. C. L.

Request that Amendment No. 5, to Tariff I. C. C. No. B-25, be changed to read L. C. L., instead of any quantity, and it was

Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rate on Mantels, Wood (crated or boxed), L. C. L., 40 cts. per 100 lbs. between East St. Louis, Cincinnati, Louisville, etc.

Proportional Rate on Phosphate Rock, Crude.

Request that rate be made east same as westbound, and it was

Resolved, That Joint Proportional Tariff I. C. C. No. B-24 be amended, effective on legal notice, making rate on Phosphate Rock, Crude, C. L., minimum 18 gross tons, $1.40 per ton, between East St. Louis, Cincinnati, Louisville, etc., same as now in effect westbound.

Local Rate on Phosphate Rock, Lump or Ground.

Request that rate be made east same as westbound, and it was

Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making rate on

Phosphate Rock (Lump or Ground), in bulk, C. L., minimum 15 gross tons, $2.00 per ton, between East St. Louis, Cincinnati, Louisville, etc., same as in effect westbound.

Rate on Tobacco Stems.

Request that rate and minimum carload weight be changed, and it was

Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on legal notice, making Tobacco Stems, C. L., minimum weight 24,000 lbs., 10 cts. per 100 lbs., East St. Louis to Louisville.

Rate on Brass Ashes.

Request that rate be published in line with Central Freight Association Information No. 3004 and 3070, and it was:

Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on Legal Notice. making rate on Brass Ashes, C. L., minimum 15 gross tons, same rate as on Iron and Steel Billets, C. L.

Commodity Rate on Cider and Vinegar Kegs, Empty, C. L., East St. Louis to Louisville.

This subject was brought up by letter from member requesting consideration at this meeting, and it was

Resolved, That Joint Freight Tariff I. C. C. No. B-25 be amended, effective on Legal Notice, making rates, East St. Louis to Louisville on Cider or Vinegar Kegs, 4th class, C. L., minimum weight 10,000 lbs. in cars not exceeding 36 feet in length. (Subject to rule 27—Rule 5-c not to apply.)

Note—This makes rating on Kegs same as Official Class'n. on Barrels, Half Barrels, etc., N. O. S.

Rate on Lumber, Staves and Heading.

Request from a member that rate be made same east as westbound and after the subject was carefully considered it was

Resolved, That the request be declined.

Application for Reduced Rate on Glass Sand, East St. Louis to New Albany, Ind.

This subject was last considered at meeting Oct. 23rd and laid over pending action by the Central Freight Assn. naming rates from and to Sundry Points.

Meeting was called by Central Freight Ass'n. Advice Letter G-506½ for November 21st, postponed by Advice Letter G-523½ to regular meeting in December and called again by Advice Letter G-590½ for January 10th. At meeting Jan. 10th, it was

Recommended, That the Chairman obtain from roads into Chicago, Peoria, East St. Louis and Kankakee, memorandum of rates from pits to those points, and arrange for another meeting.

Resolved, That check of Glass Sand Rates be made from all producing points west of the Indiana-Illinois State Line, and that the basis be made with the idea of obtaining remunerative rates that any change in rates that may be deemed advisable be not effective until after July 1st, 1902.

After further consideration at meeting today, of request for reduction in rate to New Albany, Ind., it was

Resolved, That application be declined pending check of rates provided for by Central Freight Ass'n.

Divisions of Rates From Louisville to Indian and Oklahoma Territory, via East St. Louis.

Letter from a member to the effect that Western Connections demand 80 per cent of the revenue, and after due consideration, it was

Resolved, That the subject be tabled.

Rates on Whiskey in Wood, Any Quantity.

This subject was brought up by resolution adopted by the Louisville Freight Committee, January 10th, as follows:

Resolved, That Chairman Fraser be requested to docket this matter for consideration at the next meeting of the St. Louis-Cincinnati-Louisville Freight Committee.

After a general discussion on the subject, it was

Resolved, That the Official Class'n basis be adopted on carloads and less carloads of whiskey and other Liquors, in wood, conditioned on same basis being adopted by the Chicago and Ohio River Committee.

Note—The Chairman to transmit above by letter to Secretary C. & O. R. Committee and copy to Chairman Louisville and Cincinnati Committee.

Discrepancies Between Tariffs from Evansville and East St. Louis, Cincinnati, Louisville, Etc.

This subject was laid over from October meeting and it was

Resolved, That the subject be tabled.

Rate Adjustment on Agricultural Implements, C. L., Louisville to Oklahoma and Indian Territory, vs. Moline and Rock Island.

Laid over from October 23rd meeting, see Circular Letter Nov. 12th, file 397.

After further discussion today, it was

Resolved, That the subject be referred to a Sub-Committee of 5 members to confer with the Freight Traffic Officials of the Western Roads, with the view of arriving at an amicable adjustment of rates and divisions on the traffic to the Oklahoma and Indian Territory, and report result by Circular Letter or at next regular meeting.

The sub-committee is G. F. A., L. H. & St. L. Ry., Chairman and Freight Traffic Official of the B. & O. S. W.-C., C., C. & St. L. Southern and T. H.

Election of Executive Committee.

The term of office for which the Executive Committee were elected for 1901, having expired it was

Resolved, That Messrs. R. A. Campbell, N. W. Taylor and Walter Nichols be and are hereby elected an Executive Committe for the year 1902 and to hold office as provided for in the Articles or Organization.

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas Points Via E. St. Louis—Ill. Cent. and C. & O. G. Railroads.

Joint Letter Dec. 3rd, file F-9399 from A. G. F. A., Ill. Cent. R. R. (on file B-383), proposing route via E. St. Louis and Memphis to competitive points on C. O. & G. Ry., and it was

Resolved, That the St. Louis-Cincinati-Louisville Committee has considered the proposition for division on traffic from Cincinnati and Louisville and points taking the same basis of rates, subject to the jurisdiction of this Committee, to Forest City, Brinkley, Newport, Lonoke, Little Rock and Mansfield, Ark., for routing via East St. Louis-Ill. Cent., Memphis and C. O. & G., and suggest that the Chairman notify the Illinois Central and the C. O. & G. that as the divisions now established via East St. Louis to Arkansas Territory, in connection with the Iron Mountain and Cotton Belt, cover local and competitive points reached via these lines, that the proposition for the route via Ill. Cent., Memphis and C. O. & G. should also provide for same basis of divisions to Local Territory of the C. O. & G., as well as the competitive points mentioned in their letter and request that they adjust their proposition accordingly.

Rating and Minimum Carload Weights on Vehicles.

Central Freight Ass'n. Information No. 3141 was presented, of action of this Committee, and it was

Resolved, That the St. Louis-Cincinati-Louisville Freight Committee adopt the Rating and Minimum Carload weights on vehicles as per Central Freight Ass'n. Information No. 314_, effective Jan. 27th, expiring July 1st, 1902.

Adjourned.

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 71;" as follows:

PROCEEDINGS NO. XI.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting, Held in the Office of the Chairman,

St. Louis, Mo., Feb. 18, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr., by J. W. Lindsay.
C., C., C. & St. L. Ry.—Walter Nichols.
C., H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—Geo. W. Becker, by F. H. Law.
I. D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. M. Co.—C. V. Williams.
Southern Ry.—R. A. Campbell.
P., C., C. & St. L. Ry.—M. S. Connelly, Geo. W. Davis.
T. H. & I. R. R.—N. W. Taylor.

Also present:

T., St. L. & W. R. R.—E. Keane.

M. S. Connelly, Chairman, Pro. Tem.

Meeting convened at 10:00 a. m.

Rate on Tobacco Stems.

Referring to Proceedings of Meeting Jan. 22nd, and Circular Letters Jan. 27th and Feb. 3rd and 5th.

After discussion of the subject at meeting today, it was

Resolved, That Amendment to I. C. C. No. B-27 be issued, making rate on Tobacco Stems, C. L., minimum weight 24,000 lbs., from East St. Louis to Louisville, Ky., 10 cts. per 100 lbs.

Rate on Whiskey in Wood, Any Quantity.

This subject was considered at meeting Jan. 22nd. See Circular Letters Jan. 27th and Feb. 3rd.

After consideration at meeting today, following resolution was adopted:

Resolved, That the subject be laid on the table.

Rate on Lumber, Staves and Heading.

Request was made by a member that same rate be made west as eastbound and after considerable discussion on the subject, it was

Resolved, That the subject be laid over until next meeting.

Rate on Railway Ties.

Letter from a member requesting that rate be made 10 cts. per tie from Louisville and Cincinnati to East St. Louis, in line with rates Cincinnati and Louisville to Chicago.

Af ter discussion on the subject, it was

Resolved, That amendment be issued to I. C. C. No. B-27, naming rate of 10 cts. per tie from Louisville and Cincinnati to East St. Louis on Ties, hewed, Railroad, not exceeding 7 in. by 8 in.—8½ ft. long, C. L. minimum 200 ties.

Application for Reduced Rate on Glass Sand, East St. Louis to New Albany.

This subject was considered at meeting Jan 22nd (see proceedings), and was brought up again today by letter from a member.

After consideration of same, it was

Resolved, That the subject be laid over until next meeting, in the meantime the Chairman to take the subject up with Chairman of the C. F. A. with a view to having an early consideration of the subject.

Rate on Flint and Feldspar.

This subject was brought up by a letter from a member and after discussion, it was

Resolved, That I. C. C. No. B-27 be amended to read Flint and Feldspar, ground and in the rock, C. L., 10 cts. per 100 lbs., between East St. Louis, Cincinnati and Louisville.

Rate on Wood Mantels, Cincinnati and Louisville to East St. Louis.

This subject was brought up by letter from a member, requesting that rate be made in line with rates in effect from Chicago to East St. Louis, and after discussion, it was

Resolved, That I. C. C. No. B-27 be amended making rate on Wood Mantels, C. L., minimum weight 16,000 lbs. from Cincinnati, Louisville, etc., to East St. Louis 25 cts per 100 lbs.

Rate on Empty Barrels, Half Barrels, Casks and Tierces.

This subject was brought up by the issuance of Central Freight Ass'n. Information Circular No. 3150 and after discussion it was

Resolved, That I. C. C. No. B-27 be amended in line with Central Freight Ass'n. Information No. 3150.

Rate on Farm Wagons, Evansville to Louisville, When for Points Beyond.

Letter from a member requesting rate on Farm Wagons, L. C. L., from Evansville, Ind., to Louisville, Ky., was considered and the following resolution adopted:

Whereas, The present published rate on Farm Wagons, L. C. L., knocked down, from Owensboro, Ky., to Louisville, Ky., when for points beyond, is 15 cts. per 100 lbs., therefore, be it

Resolved, That the rate on Farm Wagons, L. C. L., knocked down, from Evansville, Ind., to Louisville, Ky.,

when for points beyond be made 15 cts. per 100 lbs. and Tariff be amended accordingly.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 72;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Special Meeting, Held in the Chairman's Office,

St. Louis, Mo., Feb. 18, 1902.

Representation:
B. & O. S. W. R. R.—E. Hart, Jr., by J. W. Lindsay.
C., C., C. & St. L. Ry.—Walter Nichols.
C. H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—F. H. Law.
I. D. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.——L. J. Irwin, W. C. Lindsay.
Louisville & Evansville Mail Co., C. V. Williams.
Southern Ry.—R. A. Campbell.
P., C., C. & St. L. Ry.—M. S. Connelly, Geo. D. Davis.
T. H. & I. R. R.—N. W. Taylor.
T., St. L. & W. R. R.—Ed. Keane.

M. S. Connelly, Chairman Pro Tem.

Meeting convened 10:00 a. m.

Pursuant to call dated Feb. 10th, file B-419, interested lines convened in this office on Feb. 18th, Mr. M. S. Connelly being elected Chairman Pro. Tem., owing to Chairman Fraser's absence on account of illness, and the following resolution was unanimously adopted:

Resolved, That a permanent committee of five, with the Chairman of the St. Louis, Cincinnati, Louisville Freight Committee as member ex-officio, be appointed, to consider all questions of violation of tariff rates and the measures to be adopted in correcting difficulties as to the removal of disturbing rate conditions.

This committee shall fairly and equitably represent the St. Louis, Cincinnati, Louisville Freight Committee as a whole, and shall meet upon call of the Chairman in the office of the St. Louis, Cincinnati, Louisville Freight Committee to consider complaints.

That the findings and resolutions of this Committee shall be promptly communicated by the Chairman of the St. Louis-Cincinnati-Louisville Freight Committee to all parties interested.

Further:

First—That, effective at once, tariff rates published by the St. Louis-Cincinnati,Louisville Freight Committee shall be maintained, and each road individually pledges that it will not make effective any rates except by open tariff to be published by the St. Louis-Cincinnati-Louisville Freight Committee, and any individual rates in conflict with tariff rates published by the St. Louis-Cincinnati-Louisville Freight Committee, shall be withdrawn, it being understood that any unauthorized individual rates which may now be in effect and cannot be withdrawn, shall be presented to the Committee of five for its consideration and action at its first meeting.

Second—In the event of deviations from tariffs published by the St. Louis-Cincinnati-Louisville Freight Committee, same shall be reported at once to the respective local committees at St. Louis (it being understood that the St. Louis Committee is represented by R. M. Fraser, Chairman), Cincinnati, Louisville or Evansville, and if substantiated, shall be submitted to the Committee of five for consideration.

Third—That each road member of the St. Louis-Cincinnati-Louisville Freight Committee will, if it has not already done so, individually send to its different agents notice of the foregoing in the following form:

"At a special meeting of the Chief Traffic Officials of roads, members of the St. Louis-Cincinnati-Louisville Freight Committee, held February 18th, 1902, it was in-

dividually stated that all tariff rates as published by the St. Louis-Cincinnati-Louisville Freight Committee would be maintained.

"If you find any contracts at variance with tariff that cannot be withdrawn on legal notice, you will report same frankly to the Chairman of your respective local Committee, the object being to publish tariffs at any net rate quoted secretly.

"Your instructions are imperative as to the maintenance of published tariff rates.

"This will notify each and every connection that we will not, under any circumstances participate, by voucher or otherwise, in any unauthorized reductions from tariff rates and classification.

"Should you be satisfied at any time that your competitors are making less rates than those duly authorized by the St. Louis-Cincinnati-Louisville Freight Committee, you will report same at once to the Chairman of your local committee for consideration.

"The object of this is to prevent demoralization of rates.

Resolved, That the Chairman submit a copy of these proceedings to the Chairman of the Committees at St.

Fourth—That each road will, if it has not already done so, individually send to its connections notice which shall be dated and sent Wednesday, February 19th, 1902, as follows:

"This is to advise, that effective at once, this Company will not be a party to any deviation from duly authorized rates, evasions or classification or manipulation of rates in any manner whatsoever."

It is understood and decided that the members of the Committee of five cannot delegate their authority to anyone except an individual already on the Committee.

In accordance with the above the Chairman, Pro Tem., appointed as Special Committee, Messrs. Irwin, Hart, Taylor, Nichols and Mr. Campbell as Chairman.

It was also further

Louis, Cincinnati, Louisville and Evansville with the request that they convene their committees with the view to developing any contracts or unauthorized rates in effect, which should be reported to the Special Committee referred to, and be it further

Resolved, That the Special Committee meet on Thursday, Feb. 27th, to consider any matters that may come before it from the Committees at St. Louis, Cincinnati, Louisville or Evansville.

R. M. Fraser, Chairman.
M. S. Connelly, Chairman Pro. Tem.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 73;" as follows:

SPECIAL NO. 1.

Minutes of Special Committee Meeting of the

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Held in St. Louis, Mo., Feb. 27th, 1902.

Representation:
B. & O. S. W. R. R.—E. Hart, Jr.
C., C., C. & St. L. Ry.—Walter Nichols.
L. H. & St. L. Ry.—L. J. Irwin.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
R. A. Campbell, Chairman Special Committee.

The permanent Committee of five appointed at meeting 18th inst. (see proceedings), met at this office today and after due consideration disposed of the subjects presented, as follows:

Rates on Cast Iron Pipe.

It is the understanding that effective March 10th, the rate of $1.30 per ton on Cast Iron Pipe, Louisville to E. St. Louis will be withdrawn.

Articles of Iron and Steel Manufacture.

Resolved, That it is the sense of this Committee that the rate of 8 cts. per 100 lbs, on articles of Iron and Steel Manufacture between Louisville and E. St. Louis is too low and not warranted by the conditions which exist—shipments from Louisville to E. St. Louis coming in competition principally with iron manufactured in the Pittsburg and Valley Territory and the rate therefore should be withdrawn and restored to the Official Class'n. basis. (Adopted.)

A road, member of the St. Louis-Cincinnati-Louisville Freight Committee, having given notice to the effect, that it would not consent to withdrawing the rate of 8 cts. from Louisville to E. St. Louis, claiming competition of Southern Mills requires a continuance of the rate and it being deemed inexpedient to publish that rate in the Committee Tariffs, the matter is left to individual action.

There being no further business presented for consideration, the Committee adjourned.

Call for meeting will be issued on receipt of written request, giving particulars on the subjects needing consideration.

R. M. Fraser, Chairman.

File B-419.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 74;" as follows:

PROCEEDINGS NO. XII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Grand Hotel,

Cincinnati, O., March 26th, 1902.

Representation:

B. & O. S. W. R. R.—A. Fries, E. B. Tullis.
C., C., C. & St. L. Ry.—G. H. Ingalls, H. Frost
C., H. & D. Ry.—E. J. Hutchinson.

I., D. & W. Ry.—Jno. S. Lazarus, by E. J. Hutchinson.
Ill. Cent. R. R.—G. S. Naudain.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. M. Co.—C. V. Williams.
P., C., C. & St. L. Ry.—G. W. Davis, M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor, by G. W. Davis.
There was also present:
C. E. Fulton, Sec'y C. & O. R. Committee.
R. M. Fraser, Chairman.

Meeting convened at 10:00 a. m.

Rate on Lumber, Staves and Heading.

Request was made by a member that same rate be made west as eastbound and after considerable discussion on the subject, it was

Resolved, That the subject be tabled.

Rate on Chatts Ballast, E. St. Louis to Jeffersonville, Etc.

Request from a member for rate on Chatts Ballast, East St. Louis to Jeffersonville, etc., and it was

Resolved, That ICC. B-27 be amended naming rate on Chatts Ballast, from East St. Louis to Jeffersonville, New Albany and Louisville, $1.50 per net ton, minimum 20 tons per car. (See Circular Letter, March 17th, file B-423.)

Rate on Glass Bottles and Fruit Jars, E. St. Louis to Cincinnati, Louisville, Etc.

This subject was brought up by letter from a member, and it was

Resolved, That ICC. B-27 be amended naming rate on Fruit Jars and Glass Bottles, C. L., minimum weight 26,000 lbs., from East St. Louis to Cincinnati and Louisville, 12 cts. per 100 lbs.

Rate on Whiskey, in Wood.

This subject was last considered at meeting Feb. 8th and laid on the table.

It was brought up again by letter from C. & O. R. Committee (as per Circular Letter March 13th, file B-314).

After consideration at meeting today, it was

Resolved, That a letter be written to Chairman, Central Freight Ass'n., as follows:

"For several weeks various Committees at St. Louis, Chicago, Cincinnati and Louisville have considered the question of rates on Whiskey, in wood, between points, the rates between which are governed by the Official Class'n. and the unanimous opinion of all interested is, that the present rate results in the consolidating of small lots of whiskey into carloads; that between several prominent points it has been necessary to establish the carload rates on less than carload shipments, all of which materially reduced the revenue of the various transportation lines. In an effort to better these conditions, it was recommended that the rating of Whiskey, in wood, any quantity, be made 3d class. It then developed that rate on whiskey, in wood, carloads, from points in Central Freight Ass'n. Territory to Eastern Cities, on basis of 30 cts. per 100 lbs. Chicago to New York had been authorized to continue in force until Dec. 31st, 1902, and on this account it is not practical to advance the carload rating to Eastern Cities.

Therefore, be it

Resolved, That we recommend to the Central Freight Ass'n. that it refer the matter to the Official Class'n. Committee, calling attention to the existing conditions and request that the rating of Whiskey, in wood, any quantity, in Official Class'n. taking effect Jan. 1st, 1903, be made 3rd class."

Through Rates and Divisions on Traffic from Cincinnati, Louisville, Etc., to Arkansas Points via E. St. Louis I. C. and C. & O. G. Railroads.

This subject was considered at meeting Jan. 22nd, 1902 (See Proceedings).

Not receiving any reply from A. G. F. A. Becker it was considered at meeting today, and it was:

Resolved, That the subject be tabled.

Rates on Broom Corn, E. St. Louis to Frankfort, Ky.

This subject was brought up by letter from a member, and it was

Resolved, That the subject be tabled.

Rate on Ixtle, Mexican Points to Cincinnati, Louisville, Etc., via East St. Louis.

This subject was brought up by a letter from a member, requesting Commodity Rate on Ixtle, and it was

Resolved, That the Missouri Pacific be advised, in answer to their letter of March 5th, X-9m that in accordance with the basis provided in Southwest Freight Committee Division Sheet No. 14, the lines East of East St. Louis should receive their full local rates based on the Official Class'n.

Rates on Plaster, Etc.

This subject was brought up by the issuance of C. F. A. Information No.'s 3203-3204 and 3211, and it was

Resolved, That Tariff ICC. B-27 be corrected on Plaster, etc., in line with C. F. A. Information No.'s 3203-4 and 11, and that the rates on line be advanced from $1.95 to $2.00 per ton.

Rates on Lumber, Bolts and Other Material Used in Blocking Rails, Structural Iron, Etc., Vehicle Parts and Vehicles.

This subject was brought up by the isuuance of CFA Information No. 3214 and after a discussion, it was

Resolved, That ICC. B-27 be amended naming rate on Lumber, Bolts and other material, used in blocking rails, Structural Iron, etc., Vehicle Parts and Vehicles, in line with CFA Information No. 3214.

Minimum Carload Weight on Grain Products.

This subject was brought up by the issuance of CFA. Information Nos. 3215 and 2237 and after a discussion it was

Resolved, That the minimum carload weight on Grain Products, as named in ICC. B-27 be amended in line with CFA Information Nos. 3215 and 3237.

Rate on Asphalt.

This subject was brought up by the issuance of CFA Information No. 3226, and it was

Resolved, That amendment be issued to I. C. C. C. B-27, naming rate on asphalt, C. L., minimum weight as per Official Class'n. from East St. Louis to Cincinnati, Louisville, etc., 11 cents per 100 lbs. in line with CFA Information No. 3226.

Rate on Black Residue.

This subject was brought up by the issuance of CFA Information No. 3229, and it was

Resolved, That ICC. B-27 be amended naming rate on Black Residue, C. L., minimum weight as per Official Class'n. from Cincinnati, Ohio, to East St. Louis, 10 cents per 100 lbs. in line with CFA. Information No. 3229.

Request that Territory Under the Jurisdiction of This Committee be Clearly Defined.

The above subject was referred to a Sub-Committee to recommend changes in the Articles of Organization (See Proceedings No. IX, Jan. 22, 1902) and the following report was adopted at meeting today.

Report of Sub-Committee, appointed to define Territory under the jurisdiction of St. Louis-Cincinnati-Louisville Frt. Committee.

Section A: All traffic handled between Cincinnati and Cincinnati Points and East St. Louis and East St. Louis Points, proper, and Louisville and Louisville Points and East St. Louis and East St. Louis Points, proper.

Section B: All traffic between Cincinnati and Cincinnati Points, Louisville and Louisville Points and East St. Louis, East Carondelet, National Stock Yards, Madison, Venice and Granite City, Ill., whether destined to these points proper or points beyond, on which the roads, members of this Committee get their full, published, individual tariff rates; further, on through traffic via Alton and Wann, Ill., but not on traffic to and from these points proper.

Section C: Pacific Coast traffic handled through East St. Louis, the through rates and divisions of which are a matter of agreement between the Central Freight Ass'n and Trans-Continental Committee.

Section D: Traffic between Cincinnati and Cincinnati Points, Louisville and Louisville Points and Points in Arkansas, Texas, Oklahoma, Indian Territory, Arizona, New Mexico and Republic of Mexico, when passing through East St. Louis and Alton.

The question of including points in Louisiana in this clause will be decided upon at later meeting.

Section E: It is understood that the following points will be included on the same basis as Cincinnati, viz: Addyston, Sedamsville, North Bend, Delhi, Brighton Station, Fairmount, Stock Yards, Cumminsville, Winton Place, Winton Junction and Ivorydale and any other stations within the switching limits at Cincinnati.

It is understood that New Albany and Jeffersonville will be included as Louisville Points.

Section F: Coal and Coke between the above points shall be excluded from the accounts and statistics of the Committee.

Addenda: With reference to traffic between interior points in Kentucky, Tennessee or the Southeast and East St. Louis or East St. Louis Points, or traffic beyond through these points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern Lines having their own rails to the Mississippi River, who are not subject to the jurisdiction of this Committee, it is decided that the St. Louis-Cincinnati-Louisville Committee shall have no jurisdiction, but that lines operating through Cincinnati or Louisville may be privileged to handle this traffic on such divisions as may be agreed upon between the lines in interest.

Note.—The Sub-Committee to be continued until they report on the Louisiana proposition referred to in connection with Section "D."

Rates on Articles of Iron and Steel Manufacture, Cincinnati and Louisville to East St. Louis.

This subject was brought up by letter from Chairman, CFA, dated March 1st and after considerable discussion, it was

Resolved, That the Louisville representatives of this Committee be appointed as a Special Committee to confer with GFA Goodwyn and GFA Irwin, in regard to restoring rates on Iron Articles from Cincinnati and Newport and from New Albany, Louisville and Jeffersonville to East St. Louis, with the assurance that full published tariff rates will carry with all other lines, if the L. & N. and L. H. & St. L. will take such action; the Committee to report to Chairman Fraser at earliest date and he to report to members of the St. Louis-Cincinnati-Louisville Freight Committee.

The Chairman appointed as the Special Committee, A. G. F. A. Ryan, D. F. A. Connelly and A. G. F. A. Frost, Chairman.

Minimum C. L. Weight on Dressed Meats and Packing House Products.

This subject was brought up by the issuance of C. F. A. Information No. 3254, and it was:

Resolved, That I. C. C. B-27 be amended changing the minimum weights on Packing House Products and Dressed meats as provided for in Rules 10-A, 10-B-1, 10-B-2, 10-C, 10-D, and 10-E of Official Classification No. 22 and Supplements in line with C. F. A. Information No. 3254.

Application for Reduced Rate on Glass Sand East St. Louis to New York.

This subject was considered at meetings January 22nd and February 18th, 1902 (See Proceedings) and was laid over.

After consideration of same it was

Resolved, That the subject be laid over until next meeting in view of the meeting called by Chairman, C. F. A. for meeting March 25th, to check rates from Chicago, Kankakee, East St. Louis and Peoria.

Rates Cincinnati, Louisville, Etc., to Springfield, Mo. Etc.

This subject was considered at meeting January 22nd. (See Proceedings) and it was

Resolved, That the Sub-Committee continue and be granted more time to report.

Rate Adjustment on Agricultural Implements, C. L., Louisville to Oklahoma and Indian Territory, vs. Moline and Rock Island.

This subject was considered at meeting January 22nd (See Proceedings), and it was

Resolved, That the Sub-Committee continue and be granted more time to report.

Rates on Pails or Buckets, Louisville to East St. Louis.

This subject was brought up by a letter from a member and it was

Resolved, That the subject be laid over pending report from the Louisville Committee.

Rate on Wagons, Buggies, Etc, Evansville to Louisville.

Request from a member that the same rates apply from Evansville to Louisville, when for points beyond, as named in L. H. & St. L. Ry. Supplement No. 6 to Tariff No. 346, from Owensboro to Louisville, for beyond, and it was

Resolved, That I. C. C. No. 1 be amended naming same rates on buggies, wagons, etc., from Evansville to Louisville, when for points beyond, as follows:

Buggies.	Rate.
Buggies, C. L.	15
Buggies, K. D., not over 30 ft. in height and over 94 in. in length, L. C. L.	20
Buggies, K. D., over 30 in. in height, but not over 50 in., and not over 94 in. in length, C. L.	30
Buggies, K. D., not over 30 in. in height, but over 94 in. in length, L. C. L.	30
Buggies, K. D., over 30 in. but not over 50 in. in height and exceeding 94 in. in length, L. C. L.	35
Wagons, C. L.	10
Wagons, K. D., flat, L. C. L.	15

Apply only as proportional rates on shipments destined to points in Kentucky north and east of Louisville, on the following railroads:

Ashland Coal & Iron R. R.
Chesapeake & Ohio Ry.
Cincinnati, New Orleans & Texas Pacific Ry.
Eastern Kentucky R. R.
Frankfort & Cincinnati Ry.
Jellico, Bird Eye & Northern R. R.
Kentucky Northern Ry.
Lexington & Eastern Ry.
Louisville & Atlantic R. R.
Louisville & Nashville R. R.
Red River & Beattyville Sou. R. R.
Southern Ry.

Rate on Sash, Doors and Blinds, Louisville to Evansville.

This subject was brought up by a letter from a member, and it was

Resolved, That the rate on Sash, Doors and Blinds, L. C. L. and C. L., Louisville to Evansville, be made the same as agreed to from East St. Louis to Evansville, tariff to be corrected accordingly.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 75;" as follows:

PROCEEDINGS NO. XIII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman.

St. Louis, Mo., April 17, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. H. & D. Ry.—E. J. Hutchinson.
C., C., C. & St. L. Ry.—Walter Nichols
I. C. R. R.—Geo. W. Becker.
I. D. & W. R. R.—Jno. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. M. Co.— ——.
P., C., C. & St. L. Ry.—Geo. W. Davis, M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—W. H. Coleman.

R. M. Fraser, Chairman.

Meeting convened in accordance with call dated April 11th, file B-304, for the purpose of considering and act-

ing upon proposed changes in Articles of Organization, dated Dec. 28th, 1898.

The proposed Articles of Organization were read and adopted by Sections and as a whole, to become effective May 1st, 1902.

The Chairman was instructed to have the revised Articles of Organization printed, effective May 1st, 1902, and send two copies to each member present, one copy to be signed by the proper officer of his Company and returned to the Chairman.

The following was also adopted. (See Circular Letter No. B-VII, April 18th, 1902, file B-431.)

Roads, members of this Committee, individually advise, that this committee has no jurisdiction over traffic between interior points in Kentucky, Tennessee or the Southeast and East St. Louis or East St. Louis Points or traffic beyond through these points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern Lines having their own rails to the Mississippi River.

Special Committee.

This subject was brought up by a member and it was

Recommended, That the Special Committee of Five be discharged and that all matters to be considered under the rules governing the Special Committee of five, as shown in Proceedings Feb. 18th, 1902, be handled by the Committee, as a whole.

Adopted individually by roads interested.

Rate on Fruit and Vegetables.

This subject was brought up by the issuance of CFA. Information No. 3303 and it was

Recommended, That Joint Proportional Tariff ICC. B-26 be amended correcting rates on Fruits and Vegetables in line with CFA. Information No. 3303.

Adopted individually by roads interested.

Rate on Barrels, Half Barrels, Etc.

This subject was brought up by the issuance of CFA. Information No. 3308, and it was,

Recommended, That ICC. B-28 be amended correcting minimum weight on barrels, half barrels, casks and tierces, in line with CFA. Information No. 3308.

Adopted individually by roads interested.

Rates on Baskets.

This subject was brought up by the issuance of CFA. Information No. 3309, and it was

Recommended that ICC. B-28 be amended naming rates on Baskets, in line with CFA. Information No. 3309, between East St. Louis, Cincinnati and Louisville, carloads 15 cts. per 100 lbs.

Adopted individually by roads interested.

Rate on Cement Plaster, Marlow, I. T., to Cincinnati, Louisville, Etc.

This subject was brought up by a letter from GFA., M., K. & T. Ry. and after considerable discussion, the following was adopted:

Roads interested individually advise that they will join the M., K. & T. and its connections in a through rate of 24 cts. per 100 lbs. on Cement Plaster, C. L., minimum weight, capacity of car, from Marlow, I. T., to Louisville and Louisville Points, Cincinnati and Cincinati Points (under the jurisdiction of this Committee), and will accept as their proportion east of East St. Louis 6 cents per 100 lbs. to the points referred to.

The Chairman to request GFA., M., K. & T. Ry., in addition to issuing through tariff, to issue a separate division sheet covering it, as it is not deemed advisable to publish the proportional rate of 6 cts. from East St. Louis.

The Chairman to advise if above proposition is accepted by the M., K. & T. Ry. and date effective.

Rate on Sulphuric Acid, in Tank Cars, Iola, Kans., to Louisville.

This subject was brought up in connection with a Joint Letter from Missouri Pacific.

After considerable discussion the following was adopted.

Roads interested individually advise, that the proposition is not satisfactory, but that they are willing to accept from East St. Louis to Louisville, on Sulphuric Acid in Tank Cars, coming from Iola, Kans., 10½ cts. per 100 lbs.

Note:—The Chairman was instructed to instruct applicant to advise him if they are willing to accept this proposition, if so, date effective; Chairman to advise all members by Circular Letter of reply received.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 76;" as follows:

PROCEEDINGS NO. XIII.

ST. LOUIS-CINCINNATI-LOUISVILLE COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman.

St. Louis, Mo., April 17, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
I. D. & W. R. R.—Jno. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. M. Co.—

P. C. C. & St. L. Ry.—Geo. W. Davis, M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—W. H. Coleman.

R. M. Fraser, Chairman.

Meeting convened in accordance with call dated April 11th, file B-304 for the purpose of considering and acting upon proposed changes in Articles of Organization, dated Dec. 28th, 1898.

The proposed Articles of Organization were read and adopted by Sections and as a whole, to become effective May 1st, 1902.

The Chairman was instructed to have the revised Articles of Organization printed, effective May 1st, 1902, and send two copies to each member present, one copy to be signed by the proper Officer of his Company and returned to the Chairman.

The following was also adopted. (See Circular Letter No. B-VII, April 18th, 1902, file B-4311.

Roads, members of this Committee, individually advise, that this Committee has no jurisdiction over traffic between interior points in Kentucky, Tennessee or the Southeast and East St. Louis or East St. Louis Points or traffic beyond through these points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern Lines having their own rails to the Mississippi River.

Special Committee.

This subject was brought up by a member and it was:

Recommended, That the Special Committee of five be discharged and that all matters to be considered under the rules governing the Special Committee of five, as shown in Proceedings Feb. 18th, 1902, be handled by the Committee, as a whole.

Adopted individually by roads interested.

Rate on Fruit and Vegetables.

This subject was brought up by the issuance of C. F. A. Information No. 3303 and it was:

Recommended, That Joint Proportional Tariff I. C. C.-B-26 be amended correcting rates on Fruits and Vegetables in line with C. F. A. Information No. 3303.
Adopted individually by roads interested.

Rate on Barrels, Half Barrels, Etc.

This subject was brought up by the issuance of C. F. A. Information No. 3308, and it was

Recommended, That I. C. C. B-28 be amended correcting minimum weight on barrels, half barrels, casks and tierces, in line with C. F. A. Information No. 3308.
Adopted individually by roads interested.

Rates on Baskets.

This subject was brought up by the issuance of C. F. A. Information No. 3309, and it was:

Recommended, That I. C. C. B-28 be amended naming rates on Baskets, in line with C. F. A. Information No. 3309, between East St. Louis, Cincinnati and Louisville, carloads 15 cts. per 100 lbs.
Adopted individually by roads interested.

Rate on Cement Plaster, Marlow, I. T., to Cincinnati, Louisville, Etc.

This subject was brought up by a letter from G. F. A., M. K. & T. Ry. and after considerable discussion, the following was adopted:

Roads interested, individually advise, that they will join the M. K. & T. Ry. and its connections in a through rate of 24 cts. per 100 lbs. on Cement Plaster, C. L., minimum weight, capacity of car, from Marlow, I. T., to Louisville and Louisville points, Cincinnati and Cincinnati Points, (under the jurisdiction of this Committee) and will accept as their proportion east of East St. Louis 6 cts. per 100 lbs. to the points referred to.

The Chairman to request G. F. A., M. K. & T. Ry. in addition to issuing through tariff, to issue a separate division sheet covering it, as it is not deemed advisable to publish the proportional rate of 6 cts. from East St. Louis.

The Chairman to advise if above proposition is accepted by the M. K. & T. Ry. and date effective.

Rate on Sulphuric Acid, in Tank Cars, Iola, Kas., to Louisville.

This subject was brought up in connection with a Joint Letter from Missouri Pacific.

After considerable discussion the following was adopted:

Roads interested individually advise, that the proposition is not satisfactory, but that they are willing to accept from East St. Louis to Louisville, on Sulphuric Acid in Tank Cars, coming from Iola, Kas., 10½ cts. per 100 lbs.

Note:—The Chairman was instructed to request applicant to advise him if they are willing to accept this proposition, if so, date effective; Chairman to advise all members by Circular Letter of reply received.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 77;" as follows:

PROCEEDINGS NO. XIV.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Office of the Chairman.

St. Louis, Mo., May 28, 1902.

Representation:

B. & O. S. W. Ry.—A. Fries, J. W. Lindsay.

C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker, G. S. Naudain.
I. D. & W. Ry.—Jno. S. Lazarus, by E. J. Hutchinson.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. M. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—M. S. Connelly, Geo. W. Davis.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 10:00 a. m.

Rates Cincinnati, Louisville, Etc., to Springfield, Mo., Etc.

This subject was considered at meeting Jan. 22nd-March 26th, (see proceedings). On request of Chairman, Sub-Committee, it was

Recommended, That the Sub-Committee be continued and granted more time to report.

Rate Adjustment on Agricultural Implements, C. L., Louisville to Oklahoma and Indian Territory vs. Moline and Rock Island.

This subject was considered at meeting Jan. 22-March 26th (See Proceedings). On request of Chairman, Sub-Committee, it was

Recommended, That the Sub-Committee be continued and granted more time to make its report.

Request that Territory Under the Jurisdiction of this Committee be Clearly Defined.

This subject was considered at meeting Jan. 22nd and March 26th, (See Proceedings) and it was

Resolved, That it is the understanding that jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee does not extend to or cover traffic between

Cincinnati, Louisville, etc., via East St. Louis to and from points in Louisiana.

Rate on Crushed Granite, East St. Louis to Cincinnati and Louisville.

This subject was submitted by Circular Letter No. XIII, May 6th and brought up again by a member for further consideration, and it was

Recommended, That rate of $1.50 per net ton on Crushed Granite or Stone, from East St. Louis to Cincinnati, Louisville, etc., be adopted, minimum weight 40,000 lbs.

Rate on Wooden Packing Drums, Etc.

This subject was considered by Circular Letter XVII, May 14th, and brought up by a member for further consideration, and it was

Recommended, That no change be made in the present rate on Wooden Packing Drums between East St. Louis, Cincinnati and Louisville.

Proportional Rate on Turpentine, Louisville to East St. Louis, When from South Atlantic Ports to Colorado and Utah.

This subject was submitted by Circular Letter B-XVI, May 10th, and brought up by a member for further consideration, and it was

Recommended, That the St. Louis-Cincinnati-Louisville Freight Committee had no jurisdiction over traffic from the territory named and subject be tabled.

Shall Division of Rates from Cincinnati, Louisville, etc., via East St. Louis to Natchez, Miss. (See Proceedings Nov. 22, 1899), Apply on Traffic to Vidalia, La.

This subject was brought up by a member, and it was

Resolved, That as the jurisdiction of this Commit-

tee does not cover traffic to Louisiana Points the subject be tabled.

Rate on Pails and Buckets, C. L., Louisville to East St. Louis.

This subject was considered at meeting March 26th (See proceedings), and it was

Recommended, That no change be made in the present rate on Pails and Buckets, C. L. between Louisville and East St. Louis.

Rate on Asphalt Paving Blocks.

This subject was brought up by the issuance of C. F. A. Information No. 3382, and it was

Recommended, That Amendment be issued to I. C. C. B-28, adding Asphalt Paving Blocks to list of articles taking Brick rates, C. L., minimum weight 40,000 pounds.

Rate on Brick, Etc.

This subject was brought up by a member, and it was

Recommended, That the Chairman issue Amendment to I. C. C. B-29, making the rate on Brick (all kinds), apply to Cincinnati as well as to Louisville.

Rates on Flour vs. Grain, East St. Louis to Cincinnati and Louisville.

Chairman read letter from E. S. Tompkins, Commissioner, St. Louis Traffic Bureau, also from a member, and it was

Recommended, That the subject of local rates on Flour, East St. Louis to Louisville, etc., be laid over until next meeting.

Maintenance of Rates on Flour.

On request of one of the members, roll was called for the purpose of ascertaining whether any line is

making rate less than 10 cents per 100 pounds on flour East St. Louis to Cincinnati and Louisville.

Roll was called and all lines stated they were maintaining rate of 10 cents per 100 pounds.

Local Rates on Grain, East St. Louis to Cincinnati and Louisville.

This subject was brought up at meeting by a member, and it was

Recommended, That the local rates on grain, East St. Louis to Cincinnati, Louisville, etc., be made 9 cts. per 100 pounds and I. C. C. B-28 be amended accordingly.

Disposition of Subjects Submitted for Vote by Circular Letter.

Resolved, That when letter vote is taken and the result negatives the proposition and the Committee is so advised, the matter be not docketed for consideration at any Committee meeting, except on request of one or more members.

Next Meeting.

Resolved, That the next meeting of the Committee be held in Louisville, *June 25th,* instead of on July 23rd, the regular date.

Inviting L. and N. R. R. to Become a Member of the Committee.

It was suggested that the L. & N. R. R. might become a member of the Committee, if requested to do so, and it was

Resolved, That the Chairman be instructed to invite the L. & N. R. R. Co. to take a membership in the Committee.

Distribution of Cincinnati, Evansville and Louisville, Evansville Tariffs.

Chairman requested instructions as to the manner of handling or distributing Evansville Tariffs. After

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discussion he was instructed to furnish the tariffs to parties making application for same and to prepare a list to whom to send tariffs, in Evansville, Louisville and Cincinnati, from the list already used in mailing St. Louis-Cincinnati-Louisville Freight Committee Tariffs.

Rate on Asphaltum and Tar Paving Cement.

This subject was brought up by a member stating he had information that some of the roads were carrying Asphaltum and Tar Paving Cement, Jeffersonville to East St. Louis at rate of 7 cents per 100 lbs. and suggested that the roll be called to ascertain if any of the Louisville, Jeffersonville lines are applying less rate than 11 cents per 100 pounds on Asphaltum or Tar Paving Cement.

In accordance with the above roll was called and all lines stated that they were demanding 11 cents per 100 pounds on the Commodities in question.

It was suggested that the rate may be applied via some of the lines without the knowledge of the General Freight Agent, and in view of this, it was

Recommended, That the Chairman be instructed to make an investigation and report at next meeting.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 78;" as follows:

PROCEEDINGS NO. XV.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held in the Louisville Hotel. Louisville, Ky., June 25, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr., J. M. Ryan, E. B. Tullis.

C. H. & D. Ry.—A. H. McLeod, by R. M. Fraser.
C. C. C. & St. L. Ry.—H. F. Frost.
I. C. R. R.—D. L. Longstreet.
I. D. & W. R. R.———
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. M. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—Geo. W. Davis, M. S. Connelly.
Southern Ry.—J. B. Campbell.
T. H. & I. R. R.—N. W. Taylor, by M. S. Connelly.
R. M. Fraser, Chairman.

Meeting convened 10:00 a. m.

Rates, Cincinnati, Louisville, Etc., to Springfield, Mo.

This subject was considered at meeting January 22nd, March 26th and May 28th. (See Proceedings.) On request of the Chairman, Sub-Committee, it was

Recommended, That the Sub-Committee be continued and granted more time to report.

Rate Adjustment on Agricultural Implements, C. L., Louisville to Oklahoma and Indian Territory vs. Moline and Rock Island.

This subject was considered at meetings Jan. 22nd, March 26th and May 28th. (See proceedings). On request of the Chairman, Sub-Committee, it was

Recommended, That the Sub-Committee be continued and granted more time to report.

Rate on Asphaltum and Tar Paving Cement.

As instructed at meeting May 28th, Circular Letter No. B-XXI, May 31st was issued asking members whether the Commodities named had been transported in carloads at less than the Tariff rate.

At meeting today the Chairman advised that all members answered that Tariff rate was being charged and papers were ordered filed.

Rates on Flour vs. Grain, East St. Louis to Cincinnati and Louisville.

This subject was considered at meeting May 28th and laid over. At meeting today it was given further consideration and the roads individually advised against change, and

Subject was tabled.

Rate on Syrup in Glass or Earthenware.

This subject was brought up by the issuance of C. F. A. Information No. 3468 and it was

Recommended, That Amendment be issued to I. C. C. B-28 naming rate on Syrup in Glass or Earthenware, packed in bbls., or boxes, 15 cts. per 100 lbs., C. L. minimum weight 30,000 lbs. between East St. Louis, Cincinnati, Louisville, etc.

Rate on Wild Mustard Seed.

This subject was brought up by the issuance of C. F. A. Information No. 3468 and it was

Recommended, That amendment be issued to I. C. C. B-28 naming rate on Wild Mustard Seed, 10 cts. per 100 lbs., C. L. minimum weight 35,000 lbs. between East St. Louis, Cincinnati, Louisville, etc.

Divisions on Traffic Between Cincinnati and Louisville and Texas Common Points via East St. Louis.

Attention being called to Southwestern Tariff Committee Division Sheet No. 15, page 8, etc., effective July 15th, 1902, correspondence, dated June 23rd and 24th with Chairman Southwestern Tariff Committee was read and after due consideration it was

Moved, That lines, members of the St. Louis-Cincinnati-Louisville Freight Committee, will not concur in the divisions of rates between Cincinnati and Louisville and Texas Common Points via East St. Louis, promulgated by the Southwestern Tariff Committee unless

they shall have been previously submitted to the Committee.

This action shall not be construed to affect divisions now in effect.

The Chairman was instructed to communicate the above action by letter to the Chairman of the Southwestern Tariff Committee and to furnish the members of this Committee with a copy of the correspondence referred to above by Circular Letter.

Note:—Letter written Chairman Cale and delivered at his office June 26th.

Rate on Asphalt Paving Cement, Cincinnati, Louisville, Etc., to East St. Louis.

Attention was called by one of the members to rate published by Chicago & St. Louis Traffic Ass'n. in Amendment No. 33 to Tariff No. 24, June 25th, 1902, naming rate of 7 cts. per 100 lbs. between Chicago and East St. Louis, and it was

Recommended, That Amendment be issued to I. C. C. B-28, naming rate on Cement, Asphalt Paving, 7 cts. per 100 lbs., C. L., minimum weight 40,000 lbs., from Cincinnati, Louisville, etc., to East St. Louis.

Inviting L. & N. R. R. to Become a Member of the Committee.

As instructed at meeting May 28th, (See Proceedings) a letter was written May 31st and reply received, dated June 23rd, from D. M. Goodwyn, as follows:

"Dear Sir:—Since receipt of yours of May 31st, file B-437, I have carefully considered the invitation extended to the Louisville & Nashville Railroad to become a member of your Committee. I have not the time to attend the meetings and as our interests are in the hands of the L. H. & St. L. Ry. don't see that it would be worth while for the L. & N. R. R. to join the Committee."

Rate on Empty Packing Drums, Carloads.

It was suggested by a member that shipments of Empty Packing Drums, in carloads be given the benefit of the same rating between East St. Louis, Cincinnati, Louisville, etc., as is given in Official Class'n. on Empty Barrels, but lines interested individually advised that they could not concur in the suggestion.

Regular Meeting Adjourned Until Wednesday, Sept. 24th, 1902.

Resolved, That the next regular meeting of this Committee will convene on Wednesday, Sept. 24th, 1902, at Cincinnati, it being understood that the Chairman will in the meantime submit by Circular Letter any subjects needing attention, or will issue a call for Special Meeting of the Committee, if he considers circumstances warrant.

Proposed Change in Articles of Organization.

The changes proposed in Article V, Sections A. & B., also Article VI, Section E. of Articles of Organization (submitted to members by Circular Letter No. B-XXIII, June 4th) were considered and adopted.

The Chairman was instructed to have the revised Articles of Organization printed, effective May 1st, 1902, and send two copies to the General Freight Agent of each road, member of the Committee for approval, one copy to be signed and returned to the Chairman.

If approved and signed by all members the Chairman to then distribute copies to all Freight Traffic Officials of the roads, members of this Committee.

In reprinting the Articles of Organization the Chairman to omit Article 1, Section D, the paragraph in parenthesis, as follows:

(The question of including points in Louisiana in this clause will be decided upon at later meeting.)

At meeting, May 28th, it was

Resolved, That Louisiana Traffic should not be included. (See Proceedings May 28th.)

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 79;" as follows:

PROCEEDINGS NO. XVI.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting Held at the Grand Hotel,

Cincinnati, Ohio, September 24th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr., E. B. Tullis.
C. C. C. & St. L. Ry.—G. H. Ingalls.
C. H. & D. Ry.—E. J. Hutchinson.
I. D. & W. Ry.—Jno. S. Lazarus, by E. J. Hutchinson.
Ill. Central R. R.—G. S. Naudain.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. M. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—J. B. Hill and G. W. Davis.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—W. H. Coleman, by Geo. W. Davis.
R. M. Fraser, Chairman.

Meeting convened 10:00 a. m.

Rates, Cincinnati, Louisville, Etc., to Springfield, Mo.

This subject was referred to a Sub-Committee. (See Proceedings January 22nd, March 26th, May 28th and June 25th, 1902.)

The Sub-Committee reported, not having as yet secured all the information desired, asked for more time, which was granted.

Rate Adjustment on Agricultural Implements, C. L., Louisville to Oklahoma and Indian Territory, vs. Moline and Rock Island.

The subject was referred to a Sub-Committee. (See Proceedings January 22nd, March 26th, May 28th and June 24th, 1902.)

The Sub-Committee reported not having been successful in securing a satisfactory arrangement, in line with the subject as originally proposed, suggested that the subject be tabled, which was adopted.

Traffic from Louisville to Indian and Oklahoma Territories.

After some discussion regarding the above traffic, it was

Resolved, That a Committee of three be appointed, the Chairman of this Committee to be Chairman ex-officio, to take up with Western Roads, the question of traffic from Louisville to Indian and Oklahoma Territories, the report of the Sub-Committee to be submitted to the members of this Committee by Advice Letter.

Note.—The Chairman appointed as Sub-Committee, Messrs. Hart, Campbell and Irwin.

Divisions on Traffic Between Cincinnati, Louisville, Etc., and Texas Common Points via E. St. Louis.

This subject was last considered at meeting June 25th. (See proceedings that date, also Circular Letter No. B-26, June 27th, 1902.) The Chairman called attention to Southwestern Tariff Committee's Division Sheet No. 15, effective July 15th, supplement No. 7, Item No. 342, and it was

Resolved, That the subject be tabled, it having been disposed of by the issue referred to above.

Rate on Domestics, East St. Louis to Louisville.

This subject was acted upon as shown by Circular Letters No. B-33 and B-37. It was docketed for further consideration at the request of a member of the Committee and after discussion, it was

Resolved, That the subject be tabled.

Switching Charges at East St. Louis on Cincinnati, Louisville, Etc., Traffic.

This subject was docketed at the request of a member and after due consideration, it was

Resolved, That it is the sense of this Committee that all switching (except on grain) within the switching limits of East St. Louis, Madison, Venice, Granite City and Brooklyn, Ill., may be absorbed by all lines, effective October 1st, 1902.

Rate on Epsom Salt.

Rates on Ferro Phosphorous and Tin Ashes.

The Chairman called attention to C. F. A. Information Nos. 3618 and 19, naming rates on above Commodities and requested information as to whether or not they should be included in this Committee's tariffs and it was

Resolved, That the subject be tabled and not included in the tariffs.

Proportional Rates on Broom Corn, East St. Louis to Louisville.

This subject was docketed at the request of a member, who argued that it was necessary to provide rate on above Commodity, moving from the west, and it was

Resolved, That Joint Proportional Tariff I. C. C. No. B-30 be amended naming rate of 25 cents per 100 pounds on Broom Corn, C. L. minimum weights 15,000 pounds, East St. Louis to Louisville.

Proportional Rating and Minimum Car Load Weights on Vehicles.

Attention was called to C. F. A. Information No. 3667, September 19th, on the above subject, and it was

Resolved, That I. C. C. No. B-30 be amended naming proportional rate on "Vehicles of all kinds" not otherwise specified in Official Classification, in C. L.,

destined to points governed by the Western Classification (except to destinations subject to the jurisdiction of the Southwestern Tariff Committee), 17 cents per 100 pounds from Cincinnati and Louisville to East St. Louis, minimum carload weight, as follows:

Cars not exceeding 36 ft. in length	14,000 lbs.
Cars over 36 and not over 38 ft. long	16,800 lbs.
Cars over 38 and not over 42 ft. long	18,200 lbs.
Cars over 42 and not over 46 ft. long	19,600 lbs.
Cars over 46 and not over 50 ft. long	21,000 lbs.
Cars over 50 and not over 54 ft. long	22,400 lbs.
Cars over 54 and not over 58 ft. long	23,800 lbs.
Cars over 58 ft. in length	25,200 lbs.

Note.—Rule 5-C of Official Classification will not apply in connection with the above.

Rate on Wool, East St. Louis to Cincinnati, Louisville, Etc.

Chairman called attention to rate, 26 cents per 100 pounds, C. L. minimum weight 20,000 pounds. (Rule 5-C Official Classification not to apply.) On Wool, E. St. Louis to Cincinnati, Louisville, etc., having been authorized (see Circular Letter No. B-45, September 3rd), which will be published in Amendment to Joint Freight Tariff I. C. C. No. B-31 and requested information as to whether the same rate, now published in Joint Proportional Tariff I. C. C. No. B-30 should not be eliminated, and it was

Resolved, That amendment be issued to Joint Proportional Tariff I. C. C. No. B-30 eliminating rate of 26 cents per 100 pounds on Wool, as published therein.

Unauthorized or Individual Tariffs, Etc.

After a general discussion on the above subject, it was

Resolved, That the Chairman appoint a Special Committee of three to consider the abrogation, not

later than December 31st, 1902, of all unauthorized rates and the revision of low authorized rates, the Committee to report at the meeting in St. Louis, October 22nd, 1902.

Note.—The Chairman appointed as the Committee, Messrs. S. T. McLaughlin, Chairman; L. J. Irwin and R. A. Campbell.

Next Regular Meeting of the Committee.

Resolved, That the next regular meeting of this Committee will convene on Wednesday, October 22nd, 1902, at St. Louis, Mo.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 80;" as follows:

PROCEEDINGS NO. XVII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a meeting of the Freight Committee.

St. Louis, Mo., October 22nd, 1902.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. H. & D. Ry.—E. J. Hutchinson.
I. C. R. R.—Geo. W. Becker.
I. D. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
L. & E. M. Co.—C. V. Williams.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
P. C. C. & St. L. Ry.—J. B. Hill, by N. W. Taylor.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 11:00 a. m.

Unauthorized or Individual Tariffs, Etc.

This subject was referred to a Sub-Committee, see proceedings, September 24th, 1902.

At meeting today the Chairman of the Sub-Committee submitted the following report:

Rates on Unmanufactured Tobacco in Hhds. any Quantity, Between East St. Louis, Cincinnati, Louisville, Jeffersonville and New Albany.

Your Committee recommends that effective January 1st, 1903, the rate on shipments of unmanufactured tobacco, in hhds., any quantity, between East St. Louis, Cincinnati, Louisville, Jeffersonville and New Albany be avanced to 12 cents per 100 pounds.

Rates on Mules, Carload, East St. Louis to Cincinnati, Louisville, Jeffersonville and New Albany.

Your Committee recommends that effective November 6th, the rate on Mules, C. L., minimum weight 20,000 pounds, be fixed at 17½ cents per 100 pounds, East St. Louis to Cincinnati, Louisville, Jeffersonville, New Albany, etc., and not in the reverse direction.

Asphalt, Asphalt Rock and Bituminous Rock from Louisville, New Albany and Cincinnati.

Your Committee recommends that rates as follows be adopted effective November 6th, between East St. Louis, Cincinnati, Louisville, Jeffersonville and New Albany, etc., viz:

Asphalt, carloads, 11 cents per 100 pounds, minimum weight as per Official Classification.

Asphalt Rock and Bituminous Rock, $1.40 per ton of 2,240 pounds, carload minimum weight to be capacity of car, but in no case to be less than 18 gross tons.

Rates on Grain from East St. Louis, proper, and from Beyond for Cincinnati and Louisville, proper, and for Points Beyond.

As regards the several unauthorized tariffs which are now in effect, your Committee would request further time and that action be postponed on this until next meeting of the St. Louis-Cincinnati-Louisville Freight Committee.

Cotton Seed Oil, Louisville and Cincinnati to East St. Louis.

Your Committee would request further time on this, as this matter is to be the subject of a conference between the Cincinnati and Louisville Roads at a meeting to be held in Cincinnati on the 28th inst.

Rates on Iron and Steel Articles Between Louisville, New Albany, Jeffersonville and East St. Louis.

Your Committee would request further time on this, a full report to be made at the next meeting.

S. T. McLaughlin, B. & O. S. W. R. R., Chairman.
R. A. Campbell, Southern Ry.
L. J. Irwin, L. H. & St. L. Ry.

The report of the Sub-Committee was read and accepted, further time being granted to complete their work.

The report was then read by sections and the recommendation in each case approved.

In view of the action taken on Asphalt, Asphalt Rock and Bituminous Rock, as shown above, it was

Moved, That Joint Proportional Tariff I. C. C. No. B-30 be amended, eliminating therefrom the rates named on Asphalt Rock and Bituminous Rock.

Note.—The representatives of the C. C. C. & St. L. Ry. and Ill. Cent. R. R. gave notice to the Chairman, "That in amending Joint Tariff, unless otherwise advised, you will kindly indicate that the 17½ cent rate on Mules as above shall not apply via the C. C. C. & St. L. Ry. and Ill. Cent. R. R.

Rates, Cincinnati, Louisville, etc., to Springfield, Mo.

This subject was last considered at meetting September 24th (See proceedings). Chairman of the Sub-Committee stated that the subject had been docketed by the Western Roads Committee, but as yet they had been unable to fix a date for conference.

This subject remains in the hands of the same Committee, viz: Messrs. Hart, Nichols, Irwin, Campbell and Taylor. Mr. Hart will act as Chairman (during the absence of the Chairman ex-officio) in handling this subject, in connection with the subject relating to Traffic, Louisville to Oklahoma and Indian Territory.

Traffic, Louisville to Oklahoma and Indian Territory.

Chairman reported that he had been unable to arrange for conference between our Sub-Committee and the Committee of Western Roads and therefore asked for more time which was granted. In consequence of the Chairman ex-officio expecting to be absent a short time, it was

Moved, That Mr. Ed. Hart, Jr., act as Chairman, during the absence of the Chairman ex-officio, and it was further

Moved, That the Committee of three be enlarged to five, as follows: Messrs. Hart, Nichols, Irwin, Campbell and Taylor, the same Committee having charge of subject, rates, Cincinnati, Louisville, etc., to Springfield, Mo.

Wagon Material, Vehicle Stock or Stuff, Etc.

This subject was brought up by a letter from a member asking that tariff be amended in line with tariffs issued by the individual roads particularly the B. & O. S. W. R. R., which was submitted by Circular Letter No. 51.

The subject not having been disposed of by answers to Circular Letter No. B-51, question was considered at meeting today and it was

Moved, That Amendment to Tariff I. C. C. B-31 be issued embracing under heading "Articles Upon Which Lumber Rates Will Apply," the Articles published in B. & O. S. W. R. R. Joint Tariff No. H-1589, I. C. C. No. 3083 and not at present printed in Joint Tariff I. C. C. B-31 which are as follows:

Felloes, in the white.

Hubs and Spokes, sawed and turned into shape, also tenoned spokes and hubs not further finished than bored, mortised and primed (which under Official Class'n. takes 5th class or lower.)

Vehicle Stock or Stuff (which under Official Class'n. takes 5th class or lower) including Felloes and Spokes in the white.

Wagon material, in the white, N. O. S.

Note:—Carload minimum weight 30,000 lbs.

Whiskey From Points in Defined Territory to Arkansas Points.

Chairman read letter Oct. 16th, file D-383 from Chairman Arkansas Freight Committee, also a copy of paper dated Louisville, Ky., May 6th, 1898, regarding rates and divisions on above traffic, and it was

Moved, That the subject be referred to the Committee having under consideration the subjects of "Rates, Cincinnati, Louisville, Etc., to Springfield, Mo.—Traffic, Louisville to Oklahoma & Indian Territory"—in the meantime the Chairman to issue Circular Letter sending copy of correspondence to all members of the Committee with the request that they advise Mr. Hart before the 10th of Nov. their views on the subject.

Note:—The Sub-Committee is Messrs. Hart, Nichols, Irwin, Campbell and Taylor.

Application of Rule 5-C on Shipments of Wool.

Chairman read letters from Chief Inspector asking information as to the application of Rule 5-C on shipments of wool as first published in Joint Tariff Amendment No. 3 to I. C. C. B-12, effective July 6th, 1898, Wool, C. L., minimum weight 20,000 lbs., 29 cts. per

100 lbs. and continued in effect until the issue of Amendment No. 1 to I. C. C. No. B-31, effective Oct. 2nd, 1902.

The Chairman was instructed to advise the Chief Inspector that rate of 29 cts., put in effect by this Committee was based on J. C. Freight Circular No. 634, Feb. 5th, 1897, St. Louis Eastbound Traffic Ass'n. Special Notice No. 583 Feb. 6th, 1897, which named rate 29 cts. per 100 lbs. to Charlestown, W. Va., etc. (Louisville and Cincinnati being intermediate) it being understood that the rules which governed on traffic to the Western Terminal points would govern on traffic handled to points under the jurisdiction of this Committee.

Form to be Used in Preparation of Proceedings, Circular Letters, Etc.

This subject was brought up by a member calling attention to Circular Letters submitting copy of letters from members asking the vote on same, objection being raised as to the form of both the Circular Letter and the letter which was copied therein and after a general discussion, it was

Moved, That the subject be referred to Mr. Geo. W. Becker, as a Committee of one to draw up a form to be used by members in making application for rates, also manner in which Circular Letters, Proceedings, etc., shall be issued by the Chairman, the matter to be further considered at next meeting.

Rate on Whiskey, in Wood, Any Quantity.

The above subject was brought up by a member stating he would like to see rate restored to Official Class'n. basis. A general discussion followed and it was

Moved, That the subject of rates on alcohol, High-wines, Whiskey, etc., in wood, in effect from Cincinnati, Louisville, etc., be referred to Chairman Tucker with a statement to the effect that it is the sense of this Committee that rates are entirely too low and that some means should be adopted to having them advanced or restored to the Official Class'n. basis and request that he take the subject up through the Central Freight

Ass'n., also the C. & O. R. Committee in line with the above and advise the Chairman of this Committee at the earliest possible date as to what was accomplished.

Next Regular Meeting of the Committee.

Resolved, That the next regular meeting of the Committee will convene on Tuesday, November 25th, 1902, at Louisville, Ky.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 84;" as follows:

PROCEEDINGS NO. B-XVIII.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

C. F. A. Rooms, Chicago, Nov. 25, 1902.

Representation:
B. & O. S. W. R. R.—S. T. McLaughlin, E. Hart, Jr.
C. C. C. & St. L. Ry.—H. F. Frost.
C. H. & D. Ry.—E. J. Hutchinson.
Ill. Cent. R. R.—J. R. Peachy.
I. D. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
L. & E. M. Co.—
L. H. & St. L. Ry.—L. J. Irwin.
P. C. C. & St. L. Ry.—J. B. Hill, G. W. Davis, M. S. Connelly
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—W. H. Coleman, by R. M. Fraser.

R. M. Fraser, Chairman.

Meeting convened 2:30 p. m.

Unauthorized or Individual Tariffs, Etc.

At meeting Oct. 22nd the above subjects were referred back to Sub-Committee for further report regarding

rates on Tobacco, unmanufactured and siftings in hhds. —Leaf, samples, in boxes—Stems in hhds. or bales. Grain from East St. Louis to Cincinnati, Louisville, etc.—Cotton Seed Oil, Louisville and Cincinnati to East St. Louis—Iron and Steel Articles between Louisville, New Albany, Jeffersonville and East St. Louis (See Proceedings Oct. 22nd.)

The Sub-Committee reported as follows:

Your Committee recommends that effective Jan. 1st, 1903, Joint Freight Tariff be amended naming rates as below:

Tobacco, Unmanufactured and Tobacco Stems and Siftings, in hhds., any quantity, 12 cts. per 100 lbs. between E. St. Louis, Cincinnati, Louisville, etc.

Tobacco, Stems pressed in bales, C. L., minimum 24,000 lbs., 19c per 100 lbs. between East St. Louis, Cincinnati, Louisville, etc.

Tobacco, Leaf, samples in boxes, any quantity, to be eliminated from the Tariff.

Iron and Steel Articles (as per list on page 7, Joint Tariff I. C. C. B-31 except Pipe, cast plain) between East St. Louis, New Albany, Jeffersonville and Louisville, C. L. minimum, Official Class'n., unless otherwise provided for in Tariff, 10 cts. per 100 lbs.

Note:—The B. & O. S. W. stated that they reserved the right to make same rate apply on Iron and Steel Articles between E. St. Louis and Cincinnati, on notice to that effect.

Your Committee unable to report any further change in Grain rates East St. Louis to Louisville than shown in Amendment No. 3 to Joint Proportional Tariff I. C. C. No. B-30, effective Dec. 1st.

Further time requested to report on subject of rates on Cotton Seed Oil, Cincinnati and Louisville to East St. Louis.

The above recommendations, etc., of the Sub-Committee, were individually accepted and approved.

Rates, Cincinnati, Louisville, Etc., to Springfield, Mo.

This subject was last considered at meeting Oct. 22nd. (See proceedings.)

The sub-committee hope now to have a conference with Western Roads before the next regular meeting.

Traffic, Louisville to Oklahoma and Indian Territory.

The Sub-Committee to whom this subject was referred (See Proceedings Oct. 22nd) submitted proceedings of conference meeting Nov. 10th with Western Lines, also their recommendation, dated 24th inst.

After papers were read their report was accepted, Committee discharged and Chairman instructed to furnish all members with copy of the papers, the subject to be further considered at next meeting.

For copy of reports referred to, see Circular Letter No. B-55, Nov. 26th.

Whiskey from Points in Defined Territory to Arkansas Points.

Letter on this subject was submitted at meeting October 22nd and referred to Sub-Committee. Copy of correspondence, etc., from Chairman, Arkansas Freight Committee sent all members by Circular Letter Oct. 23rd, No. B-52.

The following report dated Nov. 24th from the sub-committee was submitted and read:

"In the matter of rates on Whiskey from points in defined territory to Arkansas,

We Recommend, That the Chairman be instructed to reply to Chairman Cale of the Arkansas Freight Committee that, if the lines, members of this Committee, persist in the position outlined in his communication of October 16th, file D-383, to Mr. Fraser, it will necessitate the cancellation of divisions on all traffic from Cincinnati and Louisville to Arkansas Common Points, as it is not considered fair to operate divisions that are now in effect on some commodities to the exclusion of others."

The report was accepted, committee discharged and the Chairman instructed to address letter to the Chairman of the Arkansas Freight Committee as recommended, reply received thereto to be communicated by Circular Letter to the members.

Whiskey, High Wines, Etc., in Wood.

This subject was considered at meeting October 22nd, as shown in Proceedings No. 17, at meeting this date, further consideration was given to the subject and it was

Resolved, That effective December 15th, 1902, the rates on Whiskey, high wines, etc., in wood, between Cincinnati, Louisville, New Albany, Jeffersonville and East St. Louis, will be restored to Official Classification basis, it being the understanding that carload rates on this class of traffic will only be applied when the railroads receive shipments direct from the bona fide owner. If forwarding agents or parties other than the absolute owners deliver carload shipments to the railroads, the transportaton companies in interest will charge the L. C. L. rates. Further, that the respective local Committees at Cincinnati and Louisville be convened at the earliest possible date to arrange for such machinery as may be necessary to see that this action is strictly carried out.

Note.—Their resolution adopted was communicated to the Secretary of the C. & O. R. Com., by letter dated 25th inst. and copy to Chairman C. F. A.

The Chairman was instructed to amend Joint Tariff I. C. C. No. B-31, effective December 15th, eliminating from the list of Commodities, Whiskey, in wood, any quantity.

The above was adopted individually by roads interested.

Revision of Rates in Effect.

After due consideration of the above subject, it was

Recommended, That a Joint Meeting be called at Chicago, December 10th, 1902, of the St. Louis-Cincinnati-Louisville Freight Committee, Chicago & Ohio River Committee and the Peoria Eastbound Lines, for the purpose of revising rates between the various points under the jurisdiction of those committees. Said meeting to be held at Central Freight Association Committee Rooms, at 10:00 a. m.

Note.—The above was communicated to the Secretary, C. & O. R. Com. by letter 25th inst., requesting him to arrange for meeting of the C. & O. R. and Peoria Lines.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 82;" as follows:

PROCEEDINGS NO. B-19.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a meeting held at the Grand Hotel.

Cincinnati, Ohio, Jan. 28th, 1903.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, A. Fries, Ed. Hart, Jr., C. W. Tomlinson, E. B. Tullis.
C. C. C. & St. L. Ry.—H. F. Frost, Geo. Metzger.
C. I. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
Ill. Cent. R. R.—J. Hattendorf.
L. & E. P. Co.——
L. H. & St. L. Ry.—L. J. Irwin.
P. C. C. & St. L. Ry.—J. B. Hill, M. S. Connelly, Geo. W. Davis.
Southern Ry.—R. A. Campbell, J. B. Campbell.
T. H. & I. R. R.—W. H. Coleman, by Geo. W. Davis.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Spent Tan Bark to East St. Louis.

Application for reduction in rate was duly considered and it was individually announced that no change would be made.

Traffic, Louisville to Oklahoma and Indian Territories.

This was last considered at meeting November 25th, 1902 (See proceedings No. 18), and correspondence submitted by Circular Letter No. B-55, November 26th.

After due consideration of the subject today, it was

Recommended, That divisions be established with the Indian & Oklahoma Territory Lines on basis of twenty and eighty per cent, respectively, east and west of East St. Louis, on traffic from Louisville, New Albany and Jeffersonville; provided that the Indian and Oklahoma lines will not later than April 1st, 1903, establish the same rates from Louisville, Jeffersonville and New Albany as are in effect from Moline and Rock Island.

The Chairman to communicate to the Western Lines the above action, advising members by Circular Letter the replies received thereto.

Rates, Cincinnati-Louisville, Etc., to Springfield, Mo., Etc.

This subject was referred to a Special Committee for conference with Western Roads (See proceedings November 25th).

At meeting today the Committee reported having conference with Western Lines on December 15th, 1902, but were unable to make any satisfactory arrangement. It was, therefore,

Moved, That the subject be tabled.

Whiskey from Points in Defined Territory to Arkansas Points.

Chairman stated that the above subject had been submitted to the members in Circular Letters No. B-56 and B-59, December 1st, and 11th, 1902, which were read today, and it was

Moved, That the subject be referred to a Committee of three (3) to confer with the Arkansas Lines,

with the understanding that if the Committee reports, the Chairman will submit their report to the members by Circular Letter, the subject to be further considered at the next meeting.

Note.—The Chairman appointed as the Committee Messrs. Campbell, Chairman; Hart and Irwin.

Cotton Seed Oil, Louisville and Cincinnati to East St. Louis.

This question was last considered at meeting October 22nd.

After considerable discussion, it was

Moved, That the subject be passed until next meeting.

Division of Rate on Cotton Seed Products, Arkansas and Louisiana via Cairo vs. E. St. Louis.

This subject was brought up by letter suggesting that the Cairo lines increase their proportion of the through rate on this business, as they are now accepting 8½ cts. this being only ½ cent in excess of the proportion demanded from East St. Louis, whereas the proper differential should be 2 cts. above the East St. Louis rate.

After discussion, it was

Moved, That the Chairman take the subject up with the representatives of the two (2) roads at Cairo with the view to having them hold the rate from Cairo at least two (2) cents higher than from East St. Louis.

Minimum Carload Weight on Iron Articles.

Subject withdrawn.

Is Malt Entitled to the Grain Rates.

Ruled that Malt is a Grain Product and subject tabled.

Revision of Joint Freight Tariff I. C. C. No. 4 and A-4 Between Louisville and Evansville and Between Evansville and Cincinnati.

Chairman called attention to above subjects requesting that Committee check rates as shown in Proof

Copies of I. C. C. No. B-34 and I. C. C. No. 4 and A-4.

After discussion it was

Moved, That checking rates between St. Louis, Cincinnati and Louisville, Evansville and Cincinnati, and Evansville and Louisville be referred to a Special Meeting of Rate Clerks to be called at Louisville Hotel, Louisville, Ky., on Tuesday, Feb. 3rd, 10:00 a. m.

Note:—The Chairman to take the subject up with E. & T. H. with the view to having them attend meeting.

Distribution of Division Sheets.

Chairman requested information as to whom he should send copies of future issues of Division Sheets, and it was

Moved, That the Chairman send the Division Sheet to the same general mailing list, both to connections and shippers, as he sends the St. Louis-Cincinnati-Louisville Freight Committee Tariffs.

Representation of Tariffs.

Chairman requested instructions as to the names of representatives he should carry on the different tariffs and he was instructed not to make any changes.

Election of Executive Committee.

The Chairman called attention to the fact that term of office for which the Executive Committee were elected for 1902, having expired, (See Proceedings Jan. 22nd, 1902) and it was

Moved, That Messrs. R. A. Campbell, W. H. Coleman and Walter Nichols be and are hereby elected an Executive Committee for the year 1903 and to hold office as provided for in the Articles of Organization.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 83;" as follows:

PROCEEDINGS NO. B-20.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 25th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—H. F. Frost, E. L. Roederer.
C. H. & D. Ry.—E. J. Hutchinson.
C. I. & W R. R.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—J. B. Hill, by N. W. Taylor.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
R. M. Fraser, Chairman.

Meeting convened 11:00 a. m.

Traffic, Louisville to Oklahoma and Indian Territories.

Chairman called attention to action taken at meeting Jan. 28th, stating that he had taken subject up with Western Lines and proposition in Proceedings No. 19 was declined, as shown in correspondence published in Circular Letter No. B-65, Feb. 23rd, 1903. Chairman also stated he had written to A. G. F. A. Campbell, requesting information regarding the withdrawal of Southern Ry. percentage arrangement on the traffic, but had as yet received no reply.

After discussion Chairman was instructed to take subject up further with Mr. Campbell with the view to securing reply to his letter and when received to send same to members by Circular Letter.

Whiskey from Points in Defined Territory to Arkansas Points.

This subject considered at meeting Jan. 28th and referred to a Sub-Committee, by letter Jan. 30th, file B-450, addressed to Messrs. R. A. Campbell, Ed. Hart and L. J. Irwin.

The Sub-Committee not having had a meeting, it was

Moved, That the Sub-Committee be given more time. The Chairman to be urged to take action without further delay.

Cotton Seed Oil Between Louisville, East St. Louis or Evansville.

Attention was called to Circular Letter No. B-67, giving copy of letter from A. G. F. A., Southern Ry., also to Southern Ry. Supplement No. 3 to Tariff I. C. C. No. 179, publishing rate of 5 cts. per cwt. on Cotton Seed Oil, Foots, etc., between Louisville, East St. Louis and Evansville.

After discussion, it was

Moved, That the subject be passed until the next meeting on account of the absence of the I. C. R. R. representative.

Division of Rates on Cotton Seed Products, C. L. From Arkansas via Cairo, Etc., vs. East St. Louis.

As instructed at meeting January 28th, proceedings No. 19, the above subject was taken up with Traffic Officer, C. C. C. & St. L., I. C. and C. & E. I. R. R. and each party stated his intention to hold rate on above traffic 2 cents per 100 lbs. higher from Cairo, Gale-Thebes and East Cape Girardeau, than in effect from East St. Louis to Louisville and Cincinnati.

The rate (10 cents per 100 pounds) from Cairo, etc., to become effective April 6th, 1903.

Rate on Grain Products vs. Grain.

Replies received in answer to Circular Letter No. B-62 were read and information requested by the Chairman as to what reply to make to Mr. E. S. Tomkins, Commissioner, St. Louis Traffic Bureau and was instructed to inform Mr. Tomkins that it is the opinion

of the individual roads, members of this Committee, that the rate on Grain Products to Louisville and Cincinnati cannot be reduced.

Rates on Brick, Etc.

After reading correspondence with C. & O. R. and Cincinnati Freight Committees regarding rates on Brick and Articles taking Brick rates, it was

Moved, That the rates on Brick and Articles taking same rates from Cincinnati and Louisville to East St. Louis be made $1.90 per ton. Joint Freight Tariff I. C. C. B-34 to be amended effective on Legal Notice.

Consolidating L. C. L. Shipments of Whiskey into C.L.

This subject was brought up by letter February 25, file C-C-852 from A. G. F. A., Southern Ry. when issued in Circular Letter No. B-66. Chairman read replies received and it was

Moved, That the subject be tabled.

Letter from a Member Requesting That Subject of Filing Divisions Sheet With I. C. C. be Considered.

This subject brought up by letter February 3rd, from G. F. A., B. & O. S. W. R. R. which was read, and it was

Moved, That we change back from "Division Sheet" to a "Joint Proportional Tariff" and that copies of said Joint Proportional Tariffs be given an I. C. C. number and filed with the Interstate Commerce Commission.

Note.—The first Joint Proportional Tariff issued to contain same rates, etc., as shown in Division sheet No. B-2 and amendment.

Rates and Divisions on Canned Goods, Pacific Coast Points via East St. Louis to Lexington, Ky.

This subject brought up by letter from Chairman, C. F. A. which was submitted to members by Circular Letter No. B-64, February 23rd. Replies were received from all parties to the effect that proposed fig-

ures, 10.7 cents, East St. Louis to Cincinnati would be accepted, etc."

In view of the fact that divisions in effect via the Southern Ry., East St. Louis to Lexington, Ky., would have the effect of preventing the lines, East of East St. Louis from securing an increased division, the Chairman was instructed to take the matter up further with A. G. F. A., Southern Ry., with the view of making a demand upon the Western Lines for a change in the divisions, i. e., to allow an arbitrary of six cents per 100 pounds, Louisville to Lexington and divide the balance on agreed percentages.

Proportional Rates from Upper Mississippi River Crossings vs. East St. Louis.

This subject was brought up by letter from a member. Chairman took the subject up with Mr. P. P. Rainer, Secretary, Joint Rate Committee. Correspondence between this office, Secretary Rainer and Chairman Tucker was read for information of members of Committee, and it was

Resolved, That the Chairman urge upon Secretary Rainer the importance of having the proper proportional rates maintained from Upper Mississippi River in accordance with Joint Rate Committee Division Sheet No. 20 or subsequent issues.

To Establish Rule Regarding Issue of Tariffs or Amendments on Receipt of C. F. A. Information, Etc., or on Request of a Member.

Chairman called attention to C. F. A. Information No. 4136 and 4138, March 14th, 4142 March 16th, 4145 March 17th, 4160 and 4165, March 20th, making various changes in rates, weights, etc., and requested instructions as to whether an amendment shall be issued to Tariffs of this Committee when each and every change is made in rates, etc., by issuance of C. F. A. Information, etc., and after discussion, it was

Moved, That the Chairman shall issue Tariff or Amendment on the 1st, 7th, 14th, and 21st of each

month, if occasion requires, the idea being to keep the Committee Tariffs fully up to date. It being understood that the Chairman shall use his discretion to promulgate important changes or to change the date within a reasonable range, if it is found advisable by him to do so.

Rates on Gas House Coke.

Chairman read telegram, March 24th, from Chairman of the Louisville Freight Committee, recommending rate of $1.65 per ton on Gas House Coke, Louisville, New Albany and Jeffersonville to East St. Louis, also called attention to Section "F" of Articles of Organization, specifying that Coal and Coke shall be excluded from accounts and statistics of the Committee, etc.

In view of the above it was decided that no action was necessary by the Committee.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 84;" as follows:

PROCEEDINGS NO. B-21.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 27th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. H. & D. Ry.—E. J. Hutchinson.
C. I. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—Geo. W. Becker.
L. H. St. L. Ry.—W. C. Lindsay.

L. & E. P. Co.—
P. C. C. & St. L. Ry.—M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Traffic, Louisville to Oklahoma and Indian Territories.

This subject last considered March 25th. See Proceedings No. 20, also see Circular Letter No. B-71, April 14th.

At request of an absent member the subject was laid over until next meeting.

Whiskey from Points in Defined Territory to Arkansas Points.

As shown in Proceedings No. 20, March 25th, this subject had been referred to a Sub-Committee.

After discussion today the committee being unable to make report requested more time which was granted.

Cotton Seed Oil Between East St. Louis, Cincinnati and Louisville. Divisions of Rate on Cotton Seed Products from Arkansas via Cairo vs. East St. Louis.

The above subjects were considered March 25th. See Proceedings No. 20, also see Circular Letters No. B-67-69-72 and 74.

At meeting today a resolution was offered and the Chairman instructed to submit same by Circular Letter to all members for their individual views, as follows:

I move you that the rate from East St. Louis to Cincinnati and Cincinnati Points—Louisville and Louisville Points (under the jurisdiction of this Committee) on Cotton Seed Oil, C. L. originating in territory west of the Miss. River, be made 8 cts. per 100 lbs., it being understood that the rate from East Cape Girardeau, Gale, Thebes and Cairo will be 10 cts. on the same traffic.

Rates and Divisions on Canned Goods, Pacific Coast Points via East St. Louis to Lexington, Ky.

This last considered at meeting March 25th, see proceding No. 20 and after discussion today, it was

Moved, That the subject be tabled.

Proportional Rates from Upper Mississippi River Crossings vs. East St. Louis.

This subject last considered at meeting March 25th. See Proceedings No. 20 and Circular Letter No. B-77.

At meeting today Chairman read letter May 14th, file A-16236 from Sec'y., Joint Rate Committee calling attention to action taken at Conference between Eastern and Western Lines, May 7th, and it was

Moved, That the action taken at Chicago Meeting, May 7th, be approved and the recommendation adopted be incorporated in the proceedings of this Committee.

Recommended, That, on Trans-Mississippi River Traffic, subject to the Mississippi River rate basis as proportions of through rates, the class and Commodity rates from East St. Louis, Ill., to all points east of the Indiana-Illinois State Line may be applied as minimum proportional rates from east bank Mississippi River points north of East St. Louis to East Dubuque, inclusive, and in the application of the foregoing the western roads should not observe from east bank Mississippi River Points as maximum to intermediate points, the rates from East St. Louis to destinations beyond, but, on the contrary, the Western Roads will hold from east bank Mississippi River points to such intermediate destinations the rates actually current thereto from East St. Louis."

Stopping in Transit at Louisville and Cincinnati, Glass Bottles, Lamp Chimneys, Etc., from C. F. A. Territory to the Southwest.

This subject was submitted by Circular Letter No. B-75, April 23rd. In reply thereto all members advised that they would discontinue the Stop-over privileges, etc.

The Chairman Southwestern Tariff Committee was advised of the action taken and requested to have tariff amended accordingly. (See Circular Letter No. B-79.)

At meeting today correspondence was read and Chairman instructed to acknowledge receipt of Chairman Cale's letter May 13th, advising him that members of this Committee cannot be parties to the practice referred to. (Letter written 26th inst.)

It was also

Moved, That the Chairman correspond with Chairman Washburn representing the lines south of the Ohio River and advise him of the action taken by the roads, members of this Committee, and request that lines south of the Ohio River take similar action. (Letter written 28th.)

Rates on Gas House Coke.

This subject last considered March 25th. See proceedings No. 20. After further consideration today the following statement was made and motion adopted:

While it is recognized that this Committee has no jurisdiction in the matter of rates on Coal and on Coke from the Coke, ovens, it is

Moved, That the Chairman publish the rates on Gas House Coke recently authorized between points under the jurisdiction of this Committee.

Note:—The rate referred to is $1.65 per net ton, C. L., minimum weight as per Official Class'n. Cincinnati-Louisville, etc. ,to East St. Louis.

Proportional Rate on Grain.

Chairman called attention to Circular Letter No. B-80, May 11th, Proportional Rate on Grain, East St. Louis to Cincinnati and Louisville and it was

Moved, That the subject be tabled.

Rate on Spent Tan Bark, Louisville to East St. Louis.

Application for reduction in rate was duly considered and it was individually announced that no change would be made.

Rate on Asphalt, East St. Louis to Louisville and Cincinnati When from Texas.

Chairman read letter from Missouri Pacific R. R. and it was

Moved, That Missouri Pacific be advised that if they will establish a through rate of 26½ cts. and issue through tariff and division sheet we will accept 7½ cts. minimum weight 40,000 lbs., East St. Louis to Cincinnati and Louisville.

Letter written Missouri Pacific R. R. 28th, members to be advised of result.

Rate on Wall Plaster, East St. Louis to Louisville, When From the West, Same as Cement Plaster.

This subject brought up by letter from a member, making application for same rating on Wall Plaster from the west as on Cement Plaster (as per Circular Letter No. B-78) and it was

Moved, That Wall Plaster be included with Cement Plaster in Proportional Tariff and at same rate.

Rate on Tobacco Stems, East St. Louis to Louisville.

Application for reduction in rate was considered and it was individually announced that no change would be made.

Is it Desirable to Consolidate into one Tariff the Separate Tariffs Issued by this Committee on Traffic Between E. St. Louis-Cincinnati-Louisville-Evansville-Louisville and Evansvlle-Cincinnati.

This subject placed on docket by Chairman calling attention to the expense of publishing the several tariffs and amendments thereto which could be reduced by consolidation.

The members were of the opinion that it would be more desirable to keep the various tariffs separate and Chairman was instructed to publish them as heretofore.

Rates and Divisions on Bones and Horns from Mexico.

This subject submitted by Circular Letter No. B-73, April 20th. All members answered that they were adhering to rule as shown in Proceedings No. 16, page 2, Sept. 24th, 1902, and it was

Moved, That the subject be tabled.

Rate on Railway Equipment, New.

This subject brought up by letter from a member calling attention to rates, Jeffersonville to Chicago vs. East St. Louis and after discussion following was adopted:

Moved, That the rates applicable on Railway Equipment, new, from Jeffersonville to Chicago, as per C. & O. R. Through Freight Rates No. 46 be made to apply from Jeffersonville to East St. Louis.

Note.—The rates as now published in I. C. C. B-34 to remain in effect from Cincinnati-Louisville, etc. The Chairman to take the matter up with the Dayton Lines with the view to ascertaining what rates are in effect to Chicago and East St. Louis and if it developes that lower rates than shown in this Committee Tariff are in effect to the points in question, the information to be submitted to the members by Circular Letter.

Staves from Points in Southeastern Arkansas to Cincinnati.

This subject brought up by letter from a member, making application for rate on Staves from Lake Village, Luna Island, etc., Ark.

Chairman read letter referred to and after due consideration, it was

Moved, That this matter be submitted to the various members by Circular Letter for their views.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 85;" as follows:

PROCEEDINGS NO. B-22.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee. Held at Louisville Hotel, Louisville, Ky., July 22, 1903.

Representation:

B. & O. S. W. R. R.—J. M. Ryan.
C. C. C. & St. L. Ry.—Chas. Ormsby.
C. H. & D. Ry.—E. J. Hutchinson.
C. I. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—J. Hattendorf.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—M. S. Connelly, N. W. Tallant.
Southern Ry.—R. A. Campbell, J. B. Campbell.
T. H. & I. R. R.—Wm. Hodgdon, by M. S. Connelly.
R. M. Fraser, Chairman.

Meeting convened 10:00 a. m.

Traffic, Louisville to Oklahoma and Indian Territories.

This subject was last considered at meeting May 27th. (See proceedings No. B-21 and laid over.)

At meeting today after some discussion, lines having the percentage division in effect on this traffic were again asked to withdraw same. It being stated that for the present at least this could not be done, it was

Moved, That the subject be laid on the table.

Whiskey from Points in Defined Territory to Arkansas Points.

At meeting January 28th this subject considered and referred to a Sub-Committee. The subject has been considered at subsequent meetings and laid over account of Committee not being prepared to make report.

At meeting today A. G. F. A. Campbell, Chairman Sub-Committee stated he had as yet been unable to have conference with Western Roads and requested more time in which to make report, which was granted.

Cotton Seed Oil, Proportional Rate from Cincinnati and Louisville to East St. Louis.

This subject brought up by letter June 30th from a member, which was transmitted to all members in Circular Letter B-87, July 1, 1903.

At meeting today the Chairman called attention to the Circular Letter and read replies received thereto. After some discussion, it was

Moved, That the subject be passed until next meeting.

Proportional Rates from Upper Mississippi River Crossings vs. East St. Louis.

This subject last considered May 27th (See Proceedings No. B-21.) On June 27th Chairman received letter from a member calling attention to Santa Fe Amendment No. 36 to Tariff No. 31-A, establishing proportional rate of 5 cents. Chairman stated he had taken subject up with Mr. P. P. Rainer, Secretary. Joint Rate Committee, and received telegram dated July 22nd that he had been advised by G. F. A., Santa Fe that he had arranged for the cancellation of rate of 5 cents from East Fort Madison to Ohio River Crossings.

No further action being necessary on the part of this Committee, it was

Moved, That the subject be tabled.

Stopping in Transit at Louisville and Cincinnati, Glass Bottles, Etc., from C. F. A. Territory to the Southwest.

This subject last considered at meeting May 27th and Chairman instructed to communicate with Chairman Washburn and Cale, requesting that their respec-

tive Committees discontinue the practice of allowing stop-over privileges, etc.

At meeting today communications received from the gentlemen were read and after discussion, it was

Moved, That the subject be laid over until next meeting.

It was the understanding that Chairman would communicate with Chairman Washburn for further information.

Shall an Amendment to Evansville-Louisville Tariff I. C. C. No. 5 be Issued Making Weights, Measurements and Conditions on Buggies Same as in Effect from Owensboro as per L. H. & St. L. Supplements 11 and 12?

Chairman called attention to the fact that Joint Freight Tariff I. C. C. No. 5 between Evansville and Louisville, etc., did not agree with L. H. & St. L. Tariff No. A-346 on Buggies from Owensboro to Louisville and requested what changes, if any, should be made in Joint Tariff I. C. C. No. 5.

After discussion it was the opinion of the members that the rates, etc., carried from Owensboro will not affect the conditions and rates on Buggies between Evansville and Louisville and in view of which, it was decided that no change be made in the Evansville-Louisville Tariff at present.

Rate on Stone-Dust, Louisville to Evansville and East St. Louis, C. L. Minimum 40,000 pounds.

Chairman called attention to C. F. A. Information No. 4661 showing rates from Louisville, Ky., to East St. Louis and Evansville and after discussion the following was adopted:

Resolved, That the Chairman correspond with Chairman C. F. A. and have him withdraw rates on Stone-dust to Evansville and East St. Louis as per C. F. A. Information 4461 with the further advice that this Committee has full jurisdiction over the publication of rates between Louisville, Evansville and East St. Louis.

Chairman was instructed not to publish the rates unless instructed later by the Committee to do so.

Rates and Divisions on Sundry Commodities from Arkansas to Cincinnati and Louisville, not Authorized

Chairman read correspondence had between his office and Mr. G. W. Cale, Chairman Arkansas Freight Committee, regarding Arkansas Freight Com. Tariff No. 3-B and Supplement No. 9 and 13, naming rates on a number of Commodities to Cincinnati and Louisville which are not made on a combination of locals, as shown by Mo. Pac. Division Sheet No. 2.

As this is contrary to action taken by roads, members of this Committee, at Conference Meeting with Arkansas Freight Com., September 25th, 1901, Chairman brought subject to attention of members of Committee for such action as they might see fit to take.

Members of the Committee were of the opinion that action on part of this Committee was unnecessary, account of action taken September 25th, demanding local rates from East St. Louis to Cincinnati, Louisville, etc., and in view of the above, it was

Moved, That the subject be laid on the table.

As Chairman Cale stated in letter July 3rd, that subject was on docket for consideration by the Arkansas Freight Committee at next meeting it was suggested that the Chairman endeavor to have the matter cleared up, it was also suggested that if the Chairman finds that any of the traffic is moving by any of the lines, members of this Committee, at less than local rates, to call attention to it and issue correction to local tariff rates.

Rate on Cement, East St. Louis to Louisville, Cincinnati, Etc.

This subject brought up by letter from a member, which the Chairman read and after consideration following was adopted:

Roads interested individually advise that effective on legal notice the rates on Cement, Common or Natural, Hydraulic and Portland, will be 10 cents per 100 pounds from E. St. Louis to Cincinnati, Louisville and points under the jurisdiction of this Committee, C. L. minimum weight 38,000 pounds.

Issuing Transportation to Attendants in Charge of Live Stock.

This subject brought up by a letter from a member regarding the discontinuance of issuing transportation on passenger trains to Live Stock Shippers or attendants, suggesting that they be issued only as provided for in the Official Classification, etc., and the following was adopted:

Lines interested individually advise that effective August 1st, 1903, the Official Classification rules will apply in regard to free transportation, issued to attendants accompanying shipments of Live Stock, between points under the jurisdiction of this Committee.

It being understood that attendants will not be permitted to ride on passenger trains preceding or following shipments.

Rates on Returned Freight.

This subject brought up by letter from a shipper which the Chairman read and after discussion, following was adopted:

Moved, That one half rates be made applicable on broken and defective parts of Farm Wagons, returned to manufacturer (original consignors) this action being necessary on account of same rule in effect through other gateways.

This is to apply between points under the jurisdiction of this Committee.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 86;" as follows:

PROCEEDINGS NO. B-23.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee. Held at the Grand Hotel, Cincinnati, Ohio, September 23, 1903.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, Edw. Hart, Jr., E. B. Tullis.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—C. J. Brister, O. A. Rhine.
C. I. & L. Ry.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—Jos. Hattendorf.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—
P. C. C. & St. L. Ry.—N. W. Tallant, M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—Wm. Hodgdon, by M. S. Connelly.
R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Stopping in Transit Glass Bottles, Etc., from C. F. A. Territory to the Southwest.

This subject last considered at meeting July 22nd, Proceedings No. B-22. At meeting today Chairman read correspondence with Chairman, Southeastern Miss. Valley Ass'n. also with Chairman, Southwestern Tariff Committee and was instructed to keep the subject in mind and advise members disposition.

Note:—I am in receipt of letter 26th from Chairman Cale, in which he says the subject was considered by the Southwestern Tariff Committee 25th and advises that their notice is misconstrued, calling attention to the wording of "Rate Notice A-7855, which distinctly states that on traffic from certain territory on which local

rates are allowed east of Committee gateways, Stopover privileges accorded east of these gateways will be recognized by Committee lines. This rate notice was issued for the purpose of protecting the acts of lines members of your Committee and also of Mr. Washburn's Committee.

Further, beg to advise you that this privilege is not accorded at Committee gateways, so-called, and will not be accorded on shipments originating east of such gateways unless the privilege is indulged in or allowed by the lines East of Committee gateways."

A copy of the letter has been sent to Chairman Southeastern Miss. Valley Ass'n, and you will be advised if the matter is not satisfactorily arranged in accord with your wishes as per Circular Letters 75-79-81, Proceedings No. 21 and 22.

Proportional Rates on Cotton Seed Oil from Cincinnati and Louisville to East St. Louis.

This subject was last considered at meeting July 22nd. See Proceedings No. B-22.

After discussion at meeting today, it was

Moved, That the subject be tabled.

Proportional Rates on Cotton Seed Oil from East St. Louis to Cincinnati, Louisville, Etc.

This subject was last considered at meeting May 27th, 1903, Proceedings No. B-21. Submitted to members by Circular Letter B-82, May 28th and to C. & E. I., C. C. C. & St. L. and I. C., Cairo, etc., roads by joint letter, May 28th, file B-383. Result, the adoption of proportional rate from East St. Louis, 8 cts. and from Cairo, etc., 10 cts., promulgated by Circular Letter No. B-86, June 15th, 1903.

At meeting today the subject brought up again by letter from a member which was read and after discussion the following announcement was made:

Lines interested individually advise their intention to cancel present proportional rate of 8 cts. per 100 lbs. and make effective rate of 12 cts. per 100 lbs., on Cotton

Seed Oil, in C. L., minimum, in wood, 30,000 lbs., in Tanks, capacity of tank, from East St. Louis to Louisville and Louisville Points, and Cincinnati and Cincinnati Points, under the jurisdiction of this Committee, on oil coming from west of the Mississippi River, provided similar advance in proportional rates on Cotton Seed Oil may be obtained from Cairo, Thebes, East Cape Girardeau and Gale, Ill.

Note:—The Chairman to submit the proposition to the Cairo, etc. Lines in a Joint Letter and advise result to members of the Committee, by Circular Letter.

Rates on Wagons, Farm, Broken and Defective Parts, Returned.

This subject was last considered at meeting July 22nd Proceedings No. 22. Chairman called attention to Circular Letter No. 92, Aug. 5th, 1903, and after discussion, it was

Moved, That the subject be tabled.

Rates on Chatts., Phosphate Rock, Sand, Gravel and Glass Sand.

Chairman stated the proposition of making change in rates on above mentioned Commodities was submitted by Circular Letter No. B-91, Aug. 1st, 1903, but answers received were not such as to warrant him in disposing of the subject.

After consideration today, it was

Moved, That the tariff remain as at present printed.

The following was also adopted:

Moved, That the Chairman call the attention of the Inspection Bureau to the fact that shipments of Chatts are being handled as Sand, at the Sand Rate.

Rate on Broom Corn, East St. Louis to Louisville.

The subject of changing rate on Broom Corn was last submitted by Circular Letter B-89, July 6th and individually declined as per Circular Letter B-90, July 10th.

It was brought up again today by a member and after

consideration, it was individually announced that no change would be made.

Rate on Tan Bark, Spent, Cincinnati, Louisville, Etc., to East St. Louis.

This subject was last considered at meeting May 27th, Proceedings No. 21.

Chairman stated it was brought up again by telegram from a member, which was read.

The member stating that he was advised by the parties shipping this Commodity, that it was impossible to move any at the present rates; after discussion, the following was adopted:

Moved, That the tariff be corrected making rate on Tan Bark, Spent, from Cincinnati, Louisville, etc., to East St. Louis, 6½ cts. per 100 lbs., C. L. minimum 50,000 lbs.

Gas House Coke, Rate Cincinnati and Louisville to East East St. Louis, Ill.

This subject was brought up by letter from a member, suggesting that the rate be made $1.40 per ton and after discussion, following was adopted:

Moved, That the tariff be corrected making the rate from Cincinnati, Louisville, etc., to East St. Louis, $1.40 per ton and from Cincinnati to Evansville, $1.40 per ton, C. L., minimum weight as per Official Class'n.

Exhibits for the St. Louis Fair.

Chairman brought this subject up for consideration but the Committee did not deem it necessary to take any action, the proposition being covered by Circulars issued by the individual roads, in line with C. F. A. Rules.

Issuing Transportation to Attendants in Charge of Live Stock.

This subject last considered at meeting July 22nd, see proceedings No. B-22. At meeting today it was stated that it would be impossible to do away with the free return transportation at Cincinnati, O., on account

of the conditions existing at Indianapolis and Chicago.

It was also stated by the Louisville Lines that they must make the same rules effective between East St. Louis and Louisville as are in effect between E. St. Louis and Cincinnati. After further discussion it was understood that Messrs. Hart, Campbell and Fraser would meet on Monday, 28th inst., to prepare a set of rules in line with those in effect by the Cincinnati lines, these rules to be incorporated in the Proceedings.

Said Rules when effective to rescind the rule adopted at meeting, July 22nd, 1903, Proceedings No. B-22.

Note:—It not being practicable to prepare and include the rules and regulations in these proceedings, they will be issued to all members by Circular Letter.

Whiskey from Points in Defined Territory to Arkansas Points.

This subject was last considered July 22nd, 1903, Proceedings No. B-22. At meeting today Chairman Sub-Committee reported as follows:

"The representatives of the Arkansas Lines advise that the present rule in regard to the handling of whiskey was put into effect at the time when rates were very low from the Miss. River Crossings to Little Rock and other Arkansas points. They are willing to have lines operating from Louisville handle whiskey at rates in effect through other Mississippi River Crossings and divide on present agreed percentages. From Cincinnati they propose to pro-rate per rate, or allow on L. C. L. shipments twenty cents per 100 pounds and on C. L. shipments tariff rate to East St. Louis."

In the discussion following it was stated by one of the members that there were percentages arrangements in effect from Cincinnati and Louisville to Arkansas Points on this traffic on basis of 30 per cent of the Little Rock Rate.

In view of the above it was

Moved, That the report of the Special Committee be received, the Committee discharged, subject strick-

en from the docket and the matter left to the individual lines for action.

Rates and Divisions on Sundry Commodities from Arkansas to Cincinnati and Louisville, not Authorized.

Referring to Proceedings No. B-22, July 22, 1903.

This is to advise you that I am in receipt of letter September 24, file A-318, from Chairman Arkansas Freight Committee, advising of the issue by the Mo. Pac., St. L. I. M. Ry. of Amendment No. 5, dated September 21st, 1903, effective September 1st, 1903) to division sheet No. 2 to Arkansas Freight Committee Tariff No. 3-B, Supplement No. 32, issued September 25th, 1903 (Mo. Pac. No. 4684), applying on miscellaneous Commodities between East St. Louis, etc., and Arkansas Common Points, which it is presumed will satisfy your wishes in connection with the cancellation of divisions between Arkansas Common Points and Louisville and Cincinnati.

If the above mentioned tariff and division sheet does not dispose of this subject in a satisfactory manner and in line with the action of Conference meeting, St. Louis, September 25th, 1901 (See Proceedings No. VII, September 25th, 1901), I will expect to hear from you to the contrary.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 87;" as follows:

PROCEEDINGS NO. B-24.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 25th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Walter Nichols.
C. I. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. P. Co.—
P. C. C. & St. L. Ry.—M. S. Connelly.
Southern Ry.—R. A. Campbell, J. B. Campbell.
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Portland Cement, E. St. Louis to Louisville, Ky.

This subject brought up by letter from a member making application for rate of 7 cents per 100 pounds, East St. Louis to Louisville. Submitted to members by Circular Letter No. B-102, also Circular Letter No. B-106 giving result.

After consideration of the subject at meeting today, it was

Resolved, That the question of rates on Cement, in general, between East St. Louis, Louisville, Cincinnati, etc., be referred to a Committee of four (4) to make recommendation to this Committee at next meeting.

Chairman appointed as the Committee: Messrs. M. S. Connelly, Chairman; R. A. Campbell, Edw. Hart, Jr., and L. J. Irwin.

The Committee to also consider at the same time the subject of Through Rates and Divisions on Cement Plaster to Cincinnati, Louisville, etc., from Acme, Texas, See Proceedings December 19th, 1900; from Marlow, I. T., etc., via M. K. & T. R. R., See Proceedings No. 13, April 17th, 1902, also Marlow, I. T., via Frisco Route, see Circular Letter B-98, September 14th, 1903, Cement, should be Cement Plaster.

Through rate and division from Marlow, I. T., only authorized by letter to G. F. A., Frisco, Sept. 21st, also see letter November 17th, 1903, regarding other points, Okarche-Ferguson and Watonga, Oklahoma Territory, included in C. R. I. & P. R. R. Amendment No. 10 and 11.

Cotton Seed Oil, etc., Proportional Rates from East St. Louis, Cairo, Etc., on Shipments Originating West of Mississippi River.

This subject considered at meeting September 23d, see proceedings No. B-23, page 2.

At meeting today Chairman read correspondence since last meeting, etc., and after careful consideration action was taken as follows:

Interested lines individually advise that effective December 31st, 1903, the proportional rates in Joint Freight Tariff, I. C. C. B-37, on Cotton Seed Oil from East St. Louis to Cincinnati and Louisville, etc., be cancelled,.

Effective January 1st, 1904, rate from East St. Louis to Cincinnati, and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee) on Cotton Seed Oil, Foots, Settlings, Residum, Tank Bottoms and Soap Stock, originating at points west of the Mississippi River (except as provided below) will be 10 cts. per 100 lbs., with the understanding that Cairo, Gale, Thebes and East Cape Girardeau lines shall hold a differential yielding a proportion from Cairo, Gale, Thebes and East Cape Girardeau, on such traffic, of not less than 2 cts. per 100 lbs. over East St. Louis.

The understanding being that where through rates are published from Arkansas Common or Pro-rating Points to Cincinnati, and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee) established percents of 60 per cent for Arkansas Lines and 40 per cent for Committee Lines, via East St. Louis, shall prevail for the division of such rates, said division to be subject to a minimum of 8 cts. per 100 lbs., East St. Louis to Cincinnati, Louisville, etc., with the understanding that Cairo, Gale, Thebes and East Cape Girardeau lines shall not accept less than a differential of 2 cts. per 100 lbs. over East St. Louis with a minimum of 10 cts. per 100 lbs.

On Cotton Seed Oil, Foots and Settlings, Residum, Tank Bottoms and Soap Stock from non-prorating points in Arkansas, as well as other points west of the Mississippi River rate of not less than 10 cts. per 100 lbs. shall be accepted from East St. Louis and from Cairo, Gale, Thebes and East Cape Girardeau, 12 cts. per 100 lbs.

Note.—The above will be transmitted by letter 27th to Messrs. W. E. Keepers, Wm. Campbell and C. J. Brister with request to be advised as to the rates they will maintain effective Jan. 1st, 1904, from Cairo, Gale, Thebes and East Cape Girardeau and result will be communicated by Circular Letter.

I understand that on the Commodities named above, the Minimum C. L. weight will be, in wood, 30,000 lbs. and in Tanks, capacity of Tank and will provide for same in Proportional Tariff and in notice to G. F. A., Missouri Pacific Ry., Chairman, Arkansas Freight Committee and Chairman, Southwestern Tariff Bureau.

Rates and Divisions on Cotton Seed Products (Oil, Etc., Excepted), from Arkansas.

Chairman called attention to Arkansas Freight Committee Tariff No. 4-B, Mo. Pac. No. 4570 and Division Sheets, stating that he had taken the position that the Committee legislation at meeting May 27th, 1903, cancelled the action of meeting Feb. 27th, 1902, Proceed-

ings No. 4, etc., making the Tariff rates from East St. Louis apply on this traffic.

Correspondence on the subject was read and after discussion the following action was taken:

Lines, members of this Committee, individually advise that effective Jan. 1st, 1904, in the division of through rates on Cotton Seed Products, C. L. minimum weight as per Official Class'n. (except Cotton Seed Oil, Foots, Settlings, Residum, Tank Bottoms and Soap Stock) forwarded from all points in Arkansas, (except Texarkana) via East St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points, under the jurisdiction of this Committee, they will accept 40 per cent of the established through rates from the original point of shipment.

Note:—G. F. A., Mo. Pac. and Chairman, Arkansas Freight Committee will be advised of this action.

Rate on Broom Corn, East St. Louis to Louisville from Indian and Oklahoma Territories.

This subject was last considered Sept. 23rd, Proceedings No. B-23. Chairman called attention to Circular Letter No. B-103, which was favorably considered by the members, stating he had taken the subject up with the Southwestern Roads. The result of correspondence being that subject has been referred to the Indian & Oklahoma Conference Committee for consideration, members to be advised by Circular Letter of final disposition.

Rate on Whiskey from Louisville to East St. Louis.

A member stated he had some correspondence on this subject to the effect that the L. & N. had established rate of 17 cts. per 100 lbs, on Whiskey in wood, any quantity.

After due consideration of the subject the L. H. & St. L. Ry. and Southern Ry. announced that effective December 1st, 1903, a rate of 17 cts. per 100 lbs., on Whiskey in wood, any quantity, will be made Louisville

to East St. Louis proper, and when destined beyond to non-prorating points.

Full percentage proportion will be charged to East St. Louis on traffic destined to prorating points beyond East St. Louis.

Note:—Telegram dated November 25th, was received from G. F. A., B. & O. S. W. R. R., as follows:

"In view of notice of L. H. & St. L. and Southern Rys. to apply 17 cts. on Whiskey, any quantity, Louisville to East St. Louis, we are compelled to give like notice and must carry the same rate from Cincinnati. Will issue Tariff accordingly, effective December 1st.

Rate on Hay, East St. Louis to Louisville.

This subject last submitted by Circular Letter No. B-24 and result announced by Circular Letter B-25.

The subject brought up again by a member who stated that since the rate on Hay has been 15 cts. per 100 lbs. there has been no movement East St. Louis to Louisville, etc.

It was, however, individually decided not to make any change.

Telegraph Cipher Code.

Chairman read letter Oct. 29th, from Chairman, Southwestern Tariff Committee calling attention to Southwestern Tariff Committee Cipher Code and requesting to know whether members of this Committee would adopt the code and the number of copies desired.

The Chairman was instructed to advise Chairman Cale that the members of this Committee do not care to adopt the Code and therefore do not desire any copies.

Pig Lead Rates Charged on Antimonial Pig Lead.

Chairman called attention to the fact that a member of the Committee was applying the Pig Lead Rate on Antimonial Pig Lead and after discussion the following was adopted:

Resolved, That the Chairman be instructed to correspond with the representatives of the line who is handling Antimonial Pig Lead at the Pig Lead Rate and request him to honor correction on any shipments that are so billed and report result by Advice Letter to the members of the Committee.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 88;" as follows:

PROCEEDINGS NO. B-25.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

Louisville, Ky., Feb. 3, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr., J. M. Ryan, E. B. Tullis.
C. C. C. & St. L. Ry.—H. F. Frost.
C. H. & D. Ry.—E. J. Hutchinson.
C. I. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
I. C. R. R.—J. Hattendorf.
L. & E. P. Co.—C. V. Williams.
L. H. & St. L. Ry.—L. J. Irwin.
P. C. C. & St. L. Ry.—M. S. Connelly, W. N. Tallant.
Southern Ry.—J. B. Campbell.
T. H. & I. R. R.—Wm. Hodgdon, by M. S. Connelly.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Cotton Seed Oil, Proportional Rates from East St. Louis, Cairo, Etc., on Shipments Originating West of Mississippi River. Unauthorized Rates and Divisions on Cotton Seed Products from Arkansas.

The above subjects last considered at meeting November 25th, see Proceedings No. B-24.

At meeting today Chairman read correspondence on the subject since last meeting, with Mo. Pac. Ry. and Chairman Arkansas Freight Committee, etc., for information of members, showing present status of affairs, and it was

Moved, That the subject be tabled.

Rates, Etc., on all Kinds of Cement and Plaster.

This subject last considered at meeting November 25th, see Proceedings No. B-24, and referred to a Special Committee, consisting of Messrs. Connelly, Hart, Campbell and Irwin, for consideration and report to the general committee.

At meeting today Chairman read report of the Special Committee (copy attached to docket dated January 18th) and after careful consideration and adoption of report by sections, it was

Individually announced by members of the Committee that the report of the Special Committee be adopted as a whole and that Tariffs be amended in accordance therewith.

Rate and Divisions on Broom Corn from Indian and Oklahoma Territories via East St. Louis to Louisville.

This subject was last considered at meeting November 25th, see Proceedings No. B-24.

At meeting today Chairman called attention to Circular Letter No. B-112, January 30, file B-445, as follows:

"I am in receipt of Mo. Pac. Joint Freight Tariff No. I. S. 11811, in connection with Kansas City, Mexico & Orient Ry., dated January 27th, effective February 2nd, 1904, applying on Broom Corn, C. L. minimum weight 16,000 pounds, naming through rates of 72½ cents and 73½ cents per 100 pounds from points on the K. C. M. & O. Ry. via East St. Louis to Louisville, Ky.

I also have Mo. Pac. Division Sheet No. 1 in connection with the above named Tariff dated January 28th, effective February 2nd, 1904, which allows lines east of East St. Louis 25 cents per 100 pounds.

Have not as yet received tariff from any of the other Western roads."

And it was,

Moved, That the subject be tabled.

Rate on Residum of Sulphate of Lime, East St. Louis to New Albany, Louisville and Cincinnati.

This subject brought up by letter from a member, requesting subject to be docketed. Chairman stated that similar application had been made for rates to points under the jurisdiction of the St. Louis East-bound Freight Committee, that he had conferred with the parties as to rates to Cincinnati, etc., and received reply that if they could secure rate of $1.50 per ton from St. Louis they could undoubtedly move the traffic in large quantities, etc.

After consideration, it was:

Moved, That the subject be tabled.

Rate on Mixed Carload Dressed Meat and Packing House Products, East St. Louis to Louisville.

This subject brought up by Inspection Department issuing corrections on shipments of Packing House Products to 5th class, etc., which are declined by member forwarding shipment.

At meeting today Chairman read correspondence on the subject and general discussion followed. Attendance was called to Official Classification rating on Packing House Products, to Joint Freight Tariff I. C. C. B-36, naming Commodity rate 12 cents, also to rule 3, page 4, of Joint Freight Tariff, the contention being that the rules seem to conflict, and it was

Moved, That the matter be left to the Chairman for investigation and if found that instructions conflict or are not clear to suggest a remedy.

Sublimed Lead Rate be Made Same as on Barytes and Zinc Oxide, C. L.

This subject brought up by letter from a member, which was read and after discussion, it was

Individually announced by members that the rate be made 11 cts. per 100 lbs. on Sublimed Lead, East St. Louis to Cincinnati, Louisville, etc., same as on Barytes, etc., in line with C. F. A. Info. 4889, tariff to be amended accordingly.

Basis for Division of Rates on Government Freight to Points West of the Mississippi River.

This subject brought up by letter Dec. 23rd, from a member submitted to members by Circular Letter No. B-109, Dec. 26th, file B-446.

At meeting today Chairman read replies received, some of which were that subject be docketed for consideration at meeting.

After discussion following was adopted:

Whereas, The question having arisen as to the proper basis for dividing net land grant rates on Government Traffic forwarded from Jeffersonville, Ind., to points west of the Mississippi River, to which the through rates on Commercial traffic are based on Mississippi River combination, and;

Whereas, the discussion developes that some lines are of the opinion that the lines east of East St. Louis, on traffic moving via that gateway should require full tariff rates, while others are of the opinion that the lines to East St. Louis should shrink their revenue to the extent of the net rate available to Upper Mississippi River Crossings by reason of the land grant haul of the Illinois Central R. R. between Kankakee and Chicago, and;

Whereas, It is understood that this land grant deduction through Kankakee and Chicago is equivalent to 7½ per cent of the current proportional rate from Jeffersonville to Upper Mississippi River Crossings, it is

Recommended, That the lines, members of this Committee, announced to their Western connections that in the equalization of net land grant rates on this particular traffic, the lines from Jeffersonville to East St. Louis, will not accept less than 92½ per cent of the full tariff rate current from Jeffersonville to East St. Louis, the notice to this effect to be filed with Western Roads interested, by the Chairman of the Committee for account of individual lines.

Division of Rates from Louisville to Indian & Oklahoma Territory Points via East St. Louis.

This subject last considered at meeting July 22nd, proceedings No. B-22, and brought up again by letter from member which was read and referred to the Chairman for further information and report by Circular Letter.

Correspondence with Chairman C. F. A. Regarding Rates and Divisions Authorized by this Committe.

Chairman read correspondence on the above subject and it was

Moved, That the subject be tabled.

Proper Rate to Apply on Mop Cotton.

This subject brought up by letter from a member which was read and after discussion, it was

Individually announced by members that the Commodity Rate now in effect on Yarn, Cotton, be made to apply on Mop Yarn, and Joint Freight Tariff to be amended accordingly.

Minimum Weight on Soap Stock, Etc. C. L.

This subject brought up by correspondenc from Sec'y C. & O. R. Committee which the Chairman read.

A member stated that when the subject was considcerd by the C. & O. R. Committee he stated this Committee made the minimum 35,000 lbs. because the C. & O. R. Committee carried lower minimum in their tariff and he was of the opinion that if the C. & O. R. Com-

mittee made minimum 40,000 lbs. that this Committee would be willing to make the same and it was

Individually announced by members that the C. L. minimum weight be made 40,000 lbs. on Soap Stock, etc., Joint Freight Tariff to be amended accordingly.

Artesian Well Water, De Soto, Mo., to Louisville.

This subject brought up by letter from A. F. G. A., Mo. Pac. Ry., which was read and after discussion, it was

Moved, That the Chairman ascertain from the Mo. Pac. what rate they propose to make from De Soto to East St. Louis, information to be submitted to members by Circular Letter.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 89;" as follows:

PROCEEDINGS NO. B-26.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 25th, 1904.

Representation:

B. & O. S. W. R. R.—A. Fries, J. W. Lindsay.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Walter Nichols.
C. I. & W. Ry.—J. S. Lazarus, By E. J. Hutchinson.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. & E. P. Co.—
P. C. C. & St. L. Ry.—M. S. Connelly.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

Meeting convened 10:00 a. m.

Proposition to Except Enameled Brick from Commodity Rating.

Chairman stated this subject brought up by correspondence from Chairman C. F. A., stating C. & O. R. Committee were willing to restore Classification, etc., submitted to all members by Circular Letter B-124, April 18th. As all members did not favor the proposition, as shown in Circular Letter No. B-126, subject was docketed. At meeting today correspondence was read and after discussion the Chairman was instructed to confer with interested parties advising result.

Rate on Fire Brick.

This subject brought up by application for reduced rate.

Chairman read correspondence on the subject and it was

Moved, That the rate on Fire Brick, C. L. minimum 40,000 pounds from Louisville only, to East St. Louis, be made $1.75 per ton.

Commodity Rating on Car Wheels and Axles.

This subject brought up by correspondence from the Inspection Department and after consideration, it was

Moved, That the Commodity rating on wheels, car, new, and axles, applies on Wheels, car, separate or attached to Axles, C. L. minimum weight 40,000 pounds.

Rate on Leaf Tobacco Samples in Boxes.

This subject brought up by correspondence, which was read and following adopted:

It is the understanding of the St. Louis-Cincinnati-Louisville Freight Committee that when shipments of Tobacco samples accompany shipments of unmanufactured tobacco in hogsheads, the weight of the tobacco contained in the cases of samples is included in the

weight marked on the hogsheads, therefore if the entire shipment is billed at the total gross weight, as marked on the hogsheads, such weight will cover the entire shipments and no extra charge will be made for the weight of the samples. If tobacco samples in cases be shipped not accompanied by hogsheads, then official Classification rate should apply.

Divisions on Traffic from Louisiana.

This subject brought up by a letter from a member, which was read and after discussion, it was

Moved, That in view of the fact that this Committee has no jurisdiction in the matter, subject to be tabled.

Proportional Rates on Cotton Seed Products from E. St. Louis, When Originating West of the Mississippi River.

This subject brought up by correspondence with a member, which was read. In the discussion it was the consensus of opinion that the present legislation (proceedings B-24, November 25th, 1903) was sufficient to fully cover the rates and divisions on the Commodity from the territory in question and it was suggested that the Chairman so notify the member.

Basis for Division of Rates on Government Freight to Points West of the Mississippi River.

Chairman called attention to Circular Letter No. B-119, giving present status of this matter and after discussion, following was adopted:

Moved, That lines members of this Committee, reaffirm their previous individual announcement (Proceedings B-25, February 3rd, 1904) and as shown in Joint Letter to Western Roads, issued by the Chairman, February 8th, file B-446 and all pledge themselves to stand by this position.

Election of Executive Committee.

The term for which the executive committee was elected in Jan. 1903, having expired, it was

Moved, That Messrs. R. A. Campbell, Wm. Hodgdon and Walter Nichols be and are hereby elected an Executive Committee for the year 1904, and to hold office as provided in the Articles of Organization.

Rules Governing Shipments of P. H. P., Fresh Meats, Etc.

This subject brought up by a letter from a member, which was read. Chairman stated that the rules published in Joint Committee Tariff I. C. C. B-38 are a copy of rules published in C. & O. R. Committee Circular Letter No. 353, April 5th, 1904, as instructed by members of the Committee in reply to Circular Letter No. B-126.

After consideration the following was adopted:

Whereas, The wording of the present Rule No. 3 in Amendment No. 3, to I. C. C. B-33, governing shipments of Packing House Products, etc., results in misunderstanding of the desire of lines, members of the Committee, particularly with the Inspectors and Local Agents. Lines interested individually announce that rule No. 3 governing shipments of Packing House Products, etc., be amended to read as follows:

Rule 3.—When any of the articles specified in Note 1 or articles taking 5th class rates in carloads as per current Official Classification are loaded in a car containing 3,000 pounds or less of dressed beef, sheep or hogs, said dressed beef, sheep or hogs shall be charged for at the carload dressed beef rate at 3,000 pounds. All other articles specified in Note 1 at the carload packing house product rate, actual weight, and those not specified in Note 1, taking 5th class in carloads as per current Official Classification, at the actual weight and at their carload class rate, but the weight of the latter shall not be used to make up the deficiency where the weight of the dressed beef, sheep or hogs is less than 3,000 pounds.

Should the car contain a greater quantity than 3,000 pounds of dressed beef, sheep or hogs, the actual

weight of the dressed beef, sheep or hogs shall be charged for. Other articles than those enumerated in Note 1 and articles taking 5th class in carloads, as per current official classification, may be loaded in the same car, but such other articles will be charged for at the less than carload rate applying thereon. In no case, however, will the minimum charge on the entire shipment be less than 20,000 pounds, at the dressed beef rate."

(See Amendment No. 4 to I. C. C. B-38.)

Next Regular Meeting of the Committee.

Chairman brought up the question as to when and where the next regular meeting of the Committee should be held, and it was

Moved, That the next regular meeting of the Committee be held in St. Louis on June 22nd.

Rates on Melons.

This subject brought up by letter May 23rd, file Y-8-9419 from Mo. Pac. Ry., which the Chairman read and after discussion, it was

Moved, That the subject be tabled.

Rates on Whiskey, Louisville to East St. Louis.

Members, read correspondence on subject of restoring Whiskey, in wood, any quantity, to Official Classification rating and following was adopted:

Lines, members of this Committee, carrying a 17 cent rate, any quantity, on Whiskey, in wood, from Louisville and Cincinnati to East St. Louis, individually advise that effective June 15th rates will be restored to the Official Classification basis and the Chairman is requested to correspond with the Chairman of the Louisville and Cincinnati Freight Committees with the view to having same basis announced from Cincinnati and Louisville to Upper Mississippi River Crossings.

Issuing Return Transportation to Attendants in Charge of Live Stock.

Chairman called attention to Circular Letter B-129, May 20th, and requested to know whether members desired to take any action on the subject, and it was

Moved, That the subject be tabled.

Rate on Scrap Iron, East St. Louis to Louisville.

This subject brought up again by letter from a member making application for reduction in rate.

The subject was submitted to members by Circular Letter No. B-125, April 22nd, and disposed of as shown in Circular Letter No. B-127, May 2nd. At meeting today the member making the application stated his reasons and after some discussion the following was adopted:

Lines interested individually advise that effect on legal notice they will make rate on Scrap Iron, from East St. Louis to Louisville and Louisville Points, Cincinnati and Cincinnati Points, $1.70 per gross ton, 2,240 pounds, C. L. minimum weight 15 gross tons.

(See Amendment No. 4 to I. C. C. No. B-38.)

Switching at the St. Louis Syrup and Refining Co., Granite City, Ill.

This subject brought up by letter from a member, which was read and action taken as follows:

Lines interested individually advise they will not absorb any charge for switching, drayage or any other terminal expense assessed by the St. Louis Syrup and Refining Company, at Granite City, Ill.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 90;" as follows:

PROCEEDINGS NO. B-27.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.
St. Louis, Mo., June 22nd, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. H. & D. Ry.—E. J. Hutchinson.
C. I. & W. Ry.—J. S. Lazarus, by E. J. Hutchinson.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
L. & E. P. Co—C. V. Williams.
P. C. C. & St. L. Ry.—M. S. Connelly.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.

Meeting convened 10:30 a. m.

Rate on Leaf Tobacco Samples in Boxes.

This subject was last considered at meeting May 25th, Proceedings No. B-26, brought up again by letter from a member suggesting that it would be well to provide for the basis in the Committee tariffs, and resolution to that effect was offered and on vote was declared lost.

It was stated by a member that the method of handling tobacco has changed recently, it being claimed that the hogshead of tobacco is now weighed after the samples are taken out, shipped at the reduced weight and it was suggested that the subject be referred to the Louisville and Cincinnati Committee for investigation.

The following was then adopted:

Whereas, In view of the statements made, to the effect that some members understand, after samples have been taken from the hogsheads of tobacco, the tobacco in the hogshead is reweighed and billed at the reweighed

weight, and in that case the Railroads do not get revenue on the weight of the sample Tobacco shipped in the cases, it is therefore

Moved, That the matter be referred to the Cincinnati and Louisville Freight Committee, for investigation and recommendation.

Rate on Talc, Carloads.

This subject submitted to members by Circular Letter No. B-130, June 6th, 1904, and at meeting today, after further consideration, it was

Moved, That a rate of 10c per 100 lbs. be established on Talc, C. L., minimum weight 40,000 lbs. between East St. Louis, Cincinnati and Louisville.

Letter from Auditor U. S. Treasury Department Regarding Application via Upper Mississippi River Crossings of Rates on Commodities in this Committee's Tariffs.

Chairman stated that this subject brought up by letter from Auditor U. S. Treasury Department, requesting information as to whether the Commodity rates published by this Committee in their Tariffs were applicable on traffic via Upper Miss. River Crossings, etc.

Correspondence was read and as the subject was satisfactorily disposed of by the Chairman, it was

Moved, That the subject be stricken from the docket.

Minimum Carload Weight on Potatoes from Texas, via East St. Louis to Cincinnati and Louisville.

This subject submitted to members by Circular Letter No. B-131, June 18th, 1904, and after consideration at meeting today, it was

Moved, That there be no change in the present minimum C. L. weight of 30,000 lbs. on potatoes from East St. Louis, when coming from beyond, and the Chairman be instructed to call attention of the Western Lines to the fact that the minimum required by lines east of East. Louis is 30,000 lbs. with the request that such

lines as have tariffs at variance with this minimum, correct their tariffs accordingly.

Rates on Melons.

This subject brought up by letter from a member calling attention to action of the Eastbound Freight Committee, as per Special Notice No. 1485 (CFA. Info 5244).

After considerable discussion the following was adopted:

Moved, That the Chairman is hereby instructed to investigate and if it is found that the through rates on Melons, in carloads, from Southwestern Missouri and Arkansas points to Louisville and Cincinnati are made on combination to and from Cairo and are less than the combination via East St. Louis, initial lines be authorized to publish the same rates via East St. Louis as are applicable via Cairo, such through rates to allow Western Lines the same proportion to East St. Louis as accrues to them on like shipments to CFA. points (as per CFE Info. 5244) provided said through rates do not in any case allow lines east of East St. Louis, less than 13 cts. per 100 lbs. to Louisville and Cincinnati. In other words, the Chairman, after investigation is to furnish Western lines with the rate per 100 lbs. that will be accepted by lines east of East St. Louis to Louisville and Cincinnati.

Application for Reduced Rate on School Books, Carloads.

This subject was brought up by letter from a shipper which the Chairman read. Attention being called to the disparity in Official Classification of the various kinds of blank books, school copy books, etc., and it was suggested that the subject should be referred to the Official Class'n Committee.

After discussion the following was adopted:

Moved, That the application be declined and the Chairman take the subject up with the Official Class'n

Committee with the view to having rate on School Copy Books advanced to a rating more in line with the other kinds of books.

Next Regular Meeting of This Committee.

The question as to when and where the next regular meeting of the Committee should be held was brought up by the Chairman and the following was adopted:

Moved, That the next regular meeting be held in St. Louis on Wednesday, Sept. 28th, 1904, unless in the judgment of the Chairman it is necessary to call a meeting at an earlier date.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 91;" as follows:

PROCEEDINGS NO B-28.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 28th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Walter Nichols.
C. I. & W. R. R.—J. S. Lazarus, by E. J. Hutchinson.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—
P. C. C. & St. L. Ry.—F. E. Sawyer.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.

Meeting convened 10:00 a. m.

Rate on Leaf Tobacco Samples in Boxes.

This subject last considered at meeting June 22nd, see Proceedings B-27, and referred to Cincinnati and Louisville Freight Committees for consideration and recommendation. At meeting today Chairman read the reports of the Cincinnati and Louisville Committees, which was to the effect that the weight of the hogshead includes the weight of the samples and the samples should therefore be carried free, when shipped with the hogshead.

In view of the recommendation of the Louisville and Cincinnati Committees, it was

Moved, That we reaffirm action taken at meeting May 25th, proceedings No. B-26, as follows:

"It is the understanding of the St. Louis-Cincinnati-Louisville Freight Committee that when shipments of Tobacco samples accompany shipments of unmanufactured tobacco in hogsheads, the weight of the Tobacco contained in the cases of samples is included in the weight marked on the hogsheads, therefore if the entire shipment is billed at the total gross weight, as marked on the hogsheads, such weight will cover the entire shipment and no extra charge should be made for the weight of the samples.

If tobacco samples in cases be shipped not accompanied by hogsheads, then official Classification rate should apply.

Rate on Cast Iron Pipe and Fittings, Carloads, Louisville, Etc., to East St. Louis.

Chairman called attention to rates published in C. F. A. Information 5443 on Cast Iron Pipe, C. L. and requested information as to whether rates named therein from Cincinnati, Ohio, Louisville, Ky., Jeffersonville and New Albany, Ind., to East St. Louis be published in this Committee's Tariffs.

Attention was also called to Chicago & Ohio River Committee Proportional Rates No. 2 publishing rate on Pipe and Fittings, Cast Iron, and after discussion, it was

Moved, That the Chairman be instructed to publish rates shown in C. F. A. Information 5443 in this Committee's Tariffs, on Pipe and Fittings, Cast Iron. The rate to apply westward only.

Rate on Bar Iron, Carloads.

Attention was called to Southern Ry. Tariff I. C. C. No. C-469, September 5th, 1904, and L. H. & St. L. Ry. Tariff A-441, I. C. C. 254, September 17th, 1904, naming rate on Bar Iron, Louisville, Ky., to East St. Louis and after discussion, it was

Moved, That the subject be tabled.

Proportional Rate on Grain, East St. Louis to New Albany, Ind.

This subject brought up by letter from a member requesting that rate of 4 cents per 100 pounds on Grain to Louisville be shown in the Proportional Tariff as also applying to New Albany, Ind., via the Southern Ry., and it was

Moved, That the Chairman be instructed to amend Joint Proportional Tariff I. C. C. B-41, making rate of 4 cents per 100 pounds on Grain to Louisville, also apply to New Albany, Ind., via the Southern Ry.

Rate on Scrap Iron, East St. Louis to Cincinnati, Louisville, Etc.

This subject submitted to members by Circular Letter No. 136 and disposed of as shown by Circular Letter No. B-138-140 and 145.

Subject brought up by telegram from Chairman C. F. A. and after consideration, it was

Moved, That the subject be laid on the table.

Letter from Member Requesting that Future Issues of Evansville-Cincinnati Tariffs Provide for Same Rates Applying to and from Newport, Covington and Evansville.

This subject brought up by letter from A. G. F. A. Southern Ry., which was read and after discussion, it was

Moved, That Newport and Covington, Ky., be added to the Cincinnati-Evansville Tariff (No. A-8).

Letter from a Member Suggesting that Roads, not Members of this Committee Who are in the Market for St. Louis-Cincinnati-Louisville, Etc., Traffic be also named on Tariffs Issued by This Committee.

This subject brought up by correspondence from a member, submitted to members by Circular Letter No. B-133 and disposed of as per Circular Letter No. B-135. On request of a member subject was docketed for further consideration at meeting today and after discussion the roads interested individually decided not to make effective the propostition.

Rate on Bolts, Handle, in the Rough, Carloads.

This subject brought up by correspondence from a member, which was read. It was stated that the Commodity in question was simply rough timber and entitled to the lumber rate and after due consideration following was individually adopted by roads interested:

Moved, That rate of 9 cents per 100 pounds be established on Bolts, Handle, in the rough, sawed or split, C. L., minimum weight 30,000 pounds, from East St. Louis to Louisville and Louisville Points.

Proportional Rate on Broom Corn to also Apply to Cincinnati.

This subject brought up by a member suggesting that the proportional rate on Broom Corn to Louisville also apply to Cincinnati, and it was

Moved, That the proportional rate now in effect on Broom Corn to Louisville be authorized to apply to Cincinnati also.

Division of Rates from Louisville to Indian and Oklahoma Territories, via East St. Louis.

This subject last considered February 3rd, see Proceedings No. B-25, also see Circular Letter No. B-113.

Brought up again by letter from a member requesting that subject be docketed for further consideration, the desire being to ascertain whether the conditions have changed so that the Southern Ry. would withdraw their percentage arrangement.

In view of the statement by A. G. F. A. Southern Ry. that the conditions have not changed, it was

Moved, That the subject be laid on the table.

Rates on Sand, all Kinds.

Chairman called attention to rates on Sand, all kinds, published in C. F. A. Information 5429 and requested to know whether members desired any change made in the rates, in the Committee tariffs.

After consideration it was individually announced that no change be made in the present rates on sand

Rate on Glassware, Mixed Carloads Lamps, Lanterns, Etc., Evansville to Louisville.

The applicant requested permission to withdraw this subject, which was granted.

Rate on Glass Bottles, C. L., Evansville to Louisville.

This subject brought up by a member making application for rate of 10 cents per 100 pounds, Evansville to Louisville, account of River competition and similar rates being in effect from Gas Belt.

After discussion the following was individually adopted:

Moved, That rate of 10 cents per 100 pounds be established on Glass Bottles, C. L. minimum weight 26,000 pounds, from Evansville to Louisville. The rate via Boat to be made the usual differential under the all rail rate, viz: 2 cents, making rate via Boat 8 cents.

Wrapping Paper, C. L., Evansville to Louisville.

This subject brought up by letter from a member, making application for rate of 6 cts per 100 lbs., Evansville to Louisville, which was read and after consideration following was individually adopted:

Moved, That rate of 6 cts. per 100 lbs. be established on Wrapping Paper, C. L., minimum weight 40,000 lbs., all rail, Evansville to Louisville, the rate via Boat to be 1c less, viz. 5c per cwt.

Removal of Chairman's Office from Union Station to Wainwright Building, 7th and Chestnut Streets.

The Chairman stated that at meeting of the St. Louis Eastbound Freight Committee, July 29th, (Proceedings No. 95) letter of July 26th from Pres't Term'l R. R. Ass'n. advising that they needed the space we occupied, was read and it was

Resolved, That our Executive Committee be empowered to act in conjunction with the Executive Committees of the St. Louis-Cincinnati-Louisville Freight Committee and the St. Louis Coal Tariff Bureau in the securing of other rooms and that their action be final.

In accordance with the above Circular Letter was issued dated July 30th, requesting vote of members on the above proposition, and in accordance therewith members of the Executive Committee of the St. Louis Eastbound Freight Committee, St. Louis-Cincinnati-Louisville Freight Committee and St. Louis Coal Tariff Bureau met on Aug. 4th, in the office of G. F. A., T. H. & I. R. R. and conferred regarding removal of the Committee Rooms from Union Station.

As the result of said conference the office of the above named organizations were removed to Rooms 314-315 Wainwright Bldg., 7th and Chestnut Streets, St. Louis, Mo., on August 16th.

Date and Place for Next Regular Meeting.

On motion meeting adjourned until Wednesday, November 23rd, at the Committee Rooms, 314-315 Wainwright Bldg., St. Louis, Mo.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 92"; as follows:

PROCEEDINGS NO. B-29.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 23rd, 1904.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. C. C. & St. L. Ry.—Walter Nichols.
C. H. & D. Ry.—A. H. McLeod, by E. J. Hutchinson.
Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—F. E. Sawyer.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

Meeting convened 10:00 a. m.

Proportional Rate on Unmanufactured Tobacco.

This subject brought up by letter from a member calling attention to proportional rate 10 cts. per 100 lbs. on Tobacco, Cincinnati and Louisville to East St. Louis, etc., which was read.

A. G. F. A., Southern Ry. stated their line and the L. H. & St. L. Ry. accepted 10 cts. from Louisville to East St. Louis as proportion of through rate on Tobacco from interior Kentucky Points, whereas, the B. & O. S. W. had published proportional rate from Cincinnati, applying on shipments originating at Ohio River Landings, etc.

It was contended that the subject was regarding division of a through rate from interior Kentucky Points and not a Committee matter and could be better handled by the direct lines, and it was

Resolved, That the matter be left to the direct lines to settle and subject laid on the table.

Rates on Glass Bottles.

Rates on Glassware.

Above subjects submitted by Circular Letters No. B-151 and B-148 and 149 respectively.

It was stated by a member that a meeting had been called in Chicago Nov. 29th by Chairman, C. F. A., to consider rates on Glassware, etc., generally, and it was

Resolved, That the above subjects be laid over until action of meeting called for Nov. 29th, is ascertained.

It was also

Resolved, That in the event action is taken in Chicago looking toward the restoration of rates, that the Chairman will immediately call a meeting of this Committee to consider the subject.

Proper Rating to Apply on Hams, Loose, C. L. in Refrigerator Cars.

Chairman called attention to the fact that in the Joint Freight Tariff I. C. C. B-40 there is an Item in the Commodity list "Meats, Bulk, C. L. Minimum 28,000 lbs.," which has caused controversy as to its proper application, and it was

Resolved, That the item "Meats, Bulk, C. L. minimum weight 28,000 lbs.," be eliminated from Tariff.

Minimum Carload Weight on Brandy, Bentonville, Ark., to Louisville.

Chairman called attention to Frisco Joint Tariff No. 31-B, naming minimum C. L. weight 24,000 lbs. on Brandy, Bentonville, Ark., to Louisville, Ky., stating that minimum weight was not in accordance with Classification, etc.

It was stated by a member that the tariff was originally put in via Memphis and rate and minimum put in via East. St. Louis to equalize, therefore Committee decided no action necessary.

Invitation to E. & T. H. R. R. to Become a Member of the Committee.

It was suggested that the E. & T. H. R. R. be invited to become a member and it was unanimously

Resolved, That the Chairman write to the General Freight Agent, E. & T. H. R. R., inviting that Company to become members of the Committee.

On motion meeting adjourned until Wednesday, January 25th, at Cincinnati, Ohio.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 93;" as follows:

PROCEEDINGS NO. B-30.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held at Grand Hotel, Cincinnati, O.

January 25, 1905.

Representation:

B. & O. S. W. R. R.—A. Fries, Edw. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—J. W. Hewson.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—S. C. Mathews.
Southern Ry.—
Vandalia R. R.—Wm. Hodgdon, by S. C. Mathews.

Meeting convened at 10:00 a. m.

Rate on Glass Bottles, Carloads.

This subject last considered at meeting November 23rd, Proceedings No. B-29. At meeting today it was

Resolved, That in view of C. F. A. legislation placing glass bottles on basis of 6th class, with minimum 30,000 lbs., it is the sense of this Coimmittee that all rates on this Commodity between points subject to the jurisdiction of this Committee be made to conform thereto. (See C. F. A. Info. 5569, effective Dec. 8th, 1904, to expire June 30, 1905.)

Rate on Glassware, C. L., Evansville to Louisville.

This subject last considered at meeting Nov. 23rd, 1904, Proceedings No. B-29. At meeting today it was

Moved, That the subject be tabled.

Rate on Scrap Iron, Carloads, and Rate on Bar Iron.

These subjects covered by Circular Letter No. B-157, etc., and by Proceedings No. B-28, were brought up for further consideration and it was

Moved, That the subjects mentioned be tabled.

Rate on Sand from Missouri Pits.

This subject was submitted to members by Circular Letters No. B-153, B-156 and B-159 and brought up again at meeting today by letter Jan. 16th, file 10077-R from Chairman Central Freight Ass'n, which was read and action taken as follows:

Whereas, It is the sense of this Committee that in order to protect the present rate adjustment as between Missouri and Illinois pits it is necessary for Western Roads to publish through tariffs and for Eastern Roads to cancel their proportional rates from East St. Louis to Louisville, Cincinnati, etc.,

Resolved, That the Chairman so advise Western Roads, requesting them to publish through rates and take the question up with Roads, members of the St. Louis Eastbound Freight Committee, with a view of having them take like action to Gas Belt and other points.

Note—This subject will be presented to the St. Louis Eastbound Freight Committee at their next meeting.

Rate on Scrap Iron.

The subject of rate on Scrap Iron from Cincinnati and Louisville to East St. Louis was submitted by Circular Letter No. B-160, Jan. 19th. Answers not having been received from all members, the subject of rate in both directions was considered at meeting today and it was individually announced that the rate on Scrap Iron, C. L. minimum 15 gross tons, would be $1.80 per gross ton, between East St. Louis, Cincinnati and Louisville, effective on Legal notice; and it was

Resolved, That the Chairman be instructed to amend Tariff I. C. C. No. B-42 in accordance with the announcements.

Attention having been called to the death of Mr. W. N. Tallant, D. F. A., P. P. C. & St. L. Ry., and a member of this Committee, action was taken as follows:

Whereas, This Committee has been profoundly shocked and grieved to learn of the unexpected and untimely death of Mr. W. N. Tallant, be it.

Resolved, That this Committee, in order to evidence the great appreciation in which Mr. Tallant was held, due to his many high qualities as a man and as a member of this Committee, unanimously adopts this resolution and directs that a copy thereof be sent to his family as an expression of its condolence and sympathy in their great grief.

There being no further business, on motion, the meeting adjourned.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 94;" as follows:

PROCEEDINGS NO. B-31.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in Central Freight Ass'n Rooms.

Chicago, Ill., May 11th 1905.

Representation:
B. & O. S. W. R. R.—S. T. McLaughlin, Edw. Hart, Jr., E. B. Tullis.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Homer F. Frost.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—S. C. Matthews, F. E. Sawyer, by M. S. Connelly.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon.
There were also present:
T. H. Noonan, G. M., C. L. and C. S. D.
D. M. Goodwyn, G. F. A., L. & N. R. R.
Andrew Broaddus, Mgr, C. G. D.
Meeting convened 2:30 p. m.

8. *(4) Rate on Bar Iron, C. L. Louisville and New Albany to East St. Louis.*

This subject was last considered at meeting January 25th, 1905, Proceedings No. B-30, was brought up again by letter from a member, and it was

Moved, That consideration of the subject be deferred until next meeting.

9. *Rate on Farm Wagons, C. L. Louisville to East St. Louis for Beyond.*

This subject was last considered by the Committee, as shown in Circular Letter No. B-176 and B-178.

It is brought up again by letter from a member, and it was

Recommended, That the matter be laid over until meeting on the 19th which is to consider the subject of special Commodity rates. A. G. F. A. Southern Ry. to make further investigations of the subject in the meantime.

10. *Rates on Burlaps and Gunny Bags, East St. Louis vs New Orleans and Memphis to Cincinnati, Louisville, Etc.*

This subject brought up by letter from a member, submitting letter from the St. Louis Traffic Bureau.

After consideration, it was

Moved, That the Chairman correspond with Mr. M. P. Washburn, Chairman, Southwestern Mississippi Valley Association, regarding rate in effect to Cincinnati, O., Covington and Newport, Ky., Louisville, Ky., New Albany and Jeffersonville, Ind., from New Orleans, Memphis, etc., with the view of ascertaining whether an advance can be made to the points named, as well as to Central Freight Association Territory.

11. *Rule Regarding Issuing Tariffs or Amendments on Receipt of C. F. A. Information Circulars.*

This subject was last considered at meeting March 25th, 1903, Proceedings No. 20, brought up again at meeting today for further consideration by a member, and it was

Moved, That hereafter when changes are made in the nature of an Exception to the Official Classification by issue of C. F. A. Information, which affect the Commodity list published in this Committee's Tariffs, before promulgating it for use of the Cincinnati-Louisville-East St. Louis Committee, the Chairman to ascertain from the Secretary of the Chicago & Ohio River Committee whether the C. & O. R. Committee is going to adopt C. F. A. Ruling, and if not, the Tariff of the St. Louis-Cincinnati-Louisville Lines is not to be changed.

When the Secretary of the Chicago & Ohio River Committee advises that their Tariff will be amended in line with C. F. A. Info. the changes shall also be made in this Committee's issues.

12. *Rate on Scrap Iron, C. L., Evansville to Cincinnati.*

This subject brought up by a member calling attention to individual issues from Evansville and East St. Louis.

After consideration, it was

Moved, That the matter be deferred until the meeting on the 19th inst., the Chairman to advise G. F. A. Ill. Cent. R. R. that the question of an advance from both Evansville and East St. Louis is being under consideration.

13 *Rate on Fire Brick, Louisville to Evansville.*

The subject of reducing rate on Fire Brick was submitted to members by Circular Letter No. B-171 and individually declined as stated in Circular Letter No. B-173.

After further consideration at meeting today, it was

Moved, That this matter be laid over until general meeting on the 19th inst., in the meantime G. F. A., L. H. & St. L. Ry. to investigate and advise his decisions as to an advance in the rate.

14. *Application for Rate and Divisions on Mahogany Logs or Timber, East St. Louis to Cincinnati, When from Mexican Gulf Ports via Galveston and Texas City.*

After consideration of the proposition, following was adopted:

Moved, That the roads, members of this Committee, be authorized to accept from East St. Louis to Cincinnati and Louisville respectively 32.6 per cent of the gross inland rates, with a minimum of 8 cents per 100 pounds. Initial lines to publish Through Tariff and Division Sheet.

15. *Special Committee Appointed to Consider and Recommend Changes in List of Commodities, Etc., Published in Joint Freight Tariff.*

Recommended, That the Chairman appoint Special Committee to check the Commodity List and rates now published in Tariff I. C. C. No. B-42 and Amendment No. 3, in effect between East St. Louis-Louisville and Louisville Points, and East St. Louis, Cincinnati and Cincinnati points, for the purpose of making recommendations as to any change in list of Commodities or Rates, that can be made and report to the Chairman at the earliest possible date in order that he may transmit the Special Committee's recommendation by Circular Letter to the general Committee prior to meeting to be called at the New Seelbach Hotel, Louisville, Ky., May 19th, at 10:00 a. m.

Said Committees to consist of six (6) westbound roads, three (3) at Cincinnati, three (3) at Louisville and four (4) eastbound roads, representing Cincinnati, Louisville, etc., from St. Louis.

The Committees above referred to and other members to meet on the 19th inst. for joint consideration and final action on the Special Committee reports, and it was further

Recommended, That where individual tariffs are in effect which have not been sanctioned by this Committee that all roads publishing the same furnish said Special Committees with copies thereof.

The representatives of roads named below were appointed to act on said Special Committee:

At Cincinnati—B. & O. S. W. R. R., C. C. C. & St. L. Ry., P. C. C. & St. L. Ry., S. T. McLaughlin, Chairman.

At Louisville—L. H. & St. L. Ry., Southern Ry., B. & O. S. W. R. R., L. J. Irwin, Chairman.

At East St. Louis—Southern Ry., L. H. & St. L. Ry., B. & O. S. W. R. R., R. A. Campbell, Chairman.

There being no further business, on motion, meeting adjourned to Friday, 19th inst., at Louisville, Ky.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 95;" as follows:

PROCEEDINGS NO B-32.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in the Grand Hotel.

Cincinnati, Ohio, May 19th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr., E. B. Tullis.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—C. J. Brister, Geo. Metzger.
I. C. R. R.—
L. & E. P. Co.—
L. H. & St. L. Ry—L. J. Irwin.
P. C. C. & St. L. Ry.—S. C. Matthews.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—Wm. Hodgdon, by S. C. Matthews.

Meeting convened at 10:30 a. m.

16 (8) *Rate on Bar Iron, C. L., Louisville and New Albany to East St. Louis.*

This subject was last considered at meeting May 11th, Proceedings No. B-31 and laid over.

At meeting today subject was deferred for investigation by the Chairman.

17 (12) *Scrap Iron, Carloads, Evansville to Cincinnati.*

This subject was last considered at meeting May 11th, proceedings No. B-31 and laid over.

At meeting today subject was laid over for conference with the Chicago & Ohio River Committee.

18 (9) *Rate on Farm Wagons, C. L., Louisville to East Louis for Beyond.*

This subject considered at meeting May 11th, proceedings No. B-31 and laid over, with the understanding that A. G. F. A., Southern Ry. make investigation.

At meeting today A. G. F. A., Southern Ry. announced that he did not have time to make investigation, but would take the question up with the view to advance the rate from Evansville.

In view of the above, subject was again laid over.

19 (13) *Rate on Fire Brick, C. L., Louisville to Evansville.*

This subject considered at meeting May 11th, proceedings No. B-31 and laid over with the understanding G. F. A., L. H. & St. L. Ry. would investigate as to whether he could advance rate, Louisville to Evansville.

At meeting today G. F. A., L. H. & St. L. stated that he did not see how they could advance the rate from Louisville in view of the rate in effect from East St. Louis to Evansville, a much greater distance, but would take the subject up with the East St. Lous-Evansville Lines and advise his conclusions to the Chairman.

20. *Minimum Weights on Light and Bulky Freight to Texas Points.*

This subject brought up by letter from a member, calling attention to rule No. 26, in Southwestern Tariff Committee's Classification, Exceptions No. 1-R, Supplement No. 10, effective March 20th, 1905, regarding the use of two cars on light and bulky freight, when one car cannot be furnished to accommodate the minimum weight, provided the minimum weight is observed on the entire shipment, etc.

After discussion the subject was tabled.

21. *Division of Rates Between Cincinnati and Louisville and Arkansas Points via East St. Louis.*

This subject brought up by letter from B. & O. S. W. R. R., calling attention to action taken at meeting Jan. 23rd, proceedings No. 1, and June 26th, proceedings No. 6, and raising the question as to what basis of divisions should govern in dividing through rates to Ft. Smith, Ark., if shipments move via M. K. & T. R. R., etc.

After discussion line represented individually announced that they will demand their locals to East St. Louis on Ft. Smith traffic, except in connection with the St. Louis Southwestern and St. Louis, Iron Mountain & Southern Roads, via which routes the percentage division of 30 per cent of the Little Rock rate will be accepted by lines east of East St. Louis.

The Chairman was also instructed to take the subject up with F. T. M., St. L. & S. F. R. R., referring to previous correspondence and ask him if he is not now willing to authorize the application of differential rates on business from Cincinnati and Louisville to all his local points, in which event, we will be willing to accept 30 per cent of the Little Rock rates uniformly to common as well as local points.

22. *Division of Rates from Louisville, Etc., to Indian and Oklahoma Territory.*

This subject considered at Joint Conference with Indian and Oklahoma Territory Committee on May 17th, at which time no understanding was arrived at.

After discussion at meeting today lines represented individually announced, that effective June 1st, they will not accept less than their full local rates from Cincinnati, Cincinnati Points, Louisville and Louisville Points, (under the jurisdiction of this Committee) to East St. Lous on traffic destined to Indian and Oklahoma Territory and that the Chairman be instructed to so notify Southwestern Lines, through Mr. Geo. W. Cale, Chairman.

Note—Members of this Committee to be furnished with a copy of the notice by Circular Letter.

23. (15) *Special Committee Appointed to Consider and Recommend Changes in List of Commodities, Etc., Published in Joint Freight Tariff.*

As provided for at meeting 11th, proceedings No. B-31, the Sub-Committees made their reports, and after due consideration of the subjects, it was deemed advisable to have conference with the Chicago & Ohio River Committee, and the Chairman was instructed to correspond with Secretrry, Chicago & Ohio River Committee, with the view of arranging for a conference at the earliest possible date and notify the members by Circular Letter.

There being no further business, on motion, meeting adjourned.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 96;" as follows:

PROCEEDINGS NO. B-33.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in Chicago & Ohio River Committee Rooms.

Chicago, Ill., June 2nd, 1905.

Representation:

B. & O. S. W. R. R.—A. Fries, Edw. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—C. W. Galligan.
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Homer F. Frost.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—
P. C. C. & St. L. Ry.—S. C. Matthews, F. E. Sawyer.
Southern Ry.—R. A. Campbell.

Vandalia R. R.—H. R. Griswold.
Meeting convened 12:30 p. m.

24. *Rules Governing Shipments of Packing House Products and Fresh Meats.*

This subject last considered at meeting May 25th, 1904, proceedings B-26. The subject was also taken up with Chairman C. F. A. and Secretary C. & O. R. Committee with the view of having same list and rules made applicable by the C. F. A., C. & O. R. Committee and St. L.-C.-L. Freight Committee. On March 22nd, 1905, the proposition was referred to a Special Committee, Messrs. Rainer, Fulton and Fraser, under following resolution:

"Resolved, That this subject be refered to a Committee, consisting of Messrs. Paul P. Rainer, R. M. Fraser and C. E. Fulton, for the purpose of drafting uniform rules to govern the handling of shipments of the traffic in question, said rules to be in harmony with the rules of the Central Freight Association."

Attention being called to report of the Special Committee, also to C. & O. R. Committee Circular Letter No. 383, May 29th, 1905, which were given consideration and it was individually announced by lines represented that effective June 19th, their rules governing shipments of Packing House Products and Fresh Meats, between East St. Louis-Cincinnati-Louisville, etc., would be as per Chicago & Ohio River Committee Circular Letter No. 383 and Chairman was instructed to print same in the Committee Tariffs.

25. *Tobacco, Unmanufactured, Tobacco Siftings and Tobacco Stems.*

At meeting today it was individually announced by lines represented that effective June 19th, their rate on Unmanufactured Tobacco and Tobacco Siftings, in hhds. any quantity, would be 14 cents per 100 pounds and on Tobacco Stems, pressed in bales, C. L., minimum weight 24,000 pounds, would be 11 cents per 100 pounds, between East St. Louis, Cincinnati

and Louisville and Chairman was instruced to make necessary changes in the Committee Tariffs.

26. *Making Change in form of this Committee's Tariffs.*

At meeting Cincinnati, May 19th, it was suggested that when the Committee Tariffs are re-issued, the rates be shown in Four (4) Columns, i. e., two eastbound and two westbound.

After consideration today the Chairman was instructed to make the change suggested.

27. *Rate on Live Stock Between Louisville and Evansville.*

This subject brought up by letter from a member, suggested that the Commodity Rates carried in Tariffs I. C. C. No. 9 and A-9, be eliminated and it was announced by lines represented that effective June 19th, rates on Live Stock between Louisville, Evansville and Cincinnati would be restored to Official Classification basis.

28. *Including Evansville-Louisville and Evansville-Cincinnati Traffic in Tonnage Statements Issued by this Committee.*

It was suggested that the Chairman include in his monthly report of tonnage the traffic between Evansville-Louisville and Evansville-Cincinnati.

After discussion the Chairman was instructed to take the matter up with members, asking if they will furnish him the necessary billing to make reports as suggested.

If all lines agree to furnish the billing, Chairman to begin issuing statement as early as practicable. If, however, all lines do not agree to furnish the necessary information, the matter is to be held in abeyance for consideration at next meeting.

29. (*18*) *Rate on Farm Wagons, C. L., Louisville to East St. Louis for Beyond.*

This subject was submitted by Circular Letters B-176 and B-178, was brought up again and considered

at meeting May 19th, proceedings B-32, and referred to A. G. F. A., Southern Ry. for further investigation.

At meeting today A. G. F. A., Southern Ry. withdrew his announcement made in letter April 26th, file C-25-4, therefore no action necessary.

30. (*19*) *Fire Brick, Louisville to Evansville.*

This subject considered at meeting May 19th, proceedings No. B-32 and left in hands of GFA., L. H. & St. L. Ry. for further investigation.

At meeting today Chairman read letter May 23rd, 1905, file I-9604, from GFA., L. H. & St. L. Ry., to the effect that he had subject up with G. F. A., L. & N. R. R. and would advise conclusions soon as possible.

In view of the above no action necessary at present time.

Note.—Chairman instructed to issue Circular Letter to members giving the information when definite advice is receive from G. F. A. L. H. & St. L. Ry.

31. *Canned Goods, C. L., Louisville to East St. Louis.*

This subject brought up by letter from a member, which was submitted to the Committee by Circular Letter No. B-182.

After discussion at meeting today the Chairman was instructed to take the subject up with G. F. A. Ill. Cent. R. R. calling his attention to the serious results which are likely to follow and ask if they cannot see their way clear to advance their rate from Owensboro to East St. Louis or St. Louis to the Classification basis.

32. *Rate on Whiskey in Wood, L. C. L., Between Louisville and Evansville.*

This subject submitted to members by Circular Letter No. B-186.

At meeting today Chairman was instructed to advise all members disposition made of the proposition.

33. *Rates and Divisions on Cotton Seed Products, Arkansas Points to Cincinnati and Louisvlle via East St. Louis.*

Attention was called to Mo. Pac. Tariff No. I. S. 12593 and Division Sheet No. 21 in connection therewith, showing divisions allowed lines east of East St. Louis, contrary to action taken at meeting of the Committee Nov. 25th, proceedings No. B-24, 1903, etc., and after discussion subject was referred to a meeting of the initial lines at St. Louis with Mr. Fraser as Chairman, to take this matter up and adjust it finally.

There being no further business, meeting adjourned until June 30th, 10:30 a. m., at French Lick, Ind.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 97;" as follows:

PROCEEDINGS NO. B-34.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee.

St. Louis, Mo., June 8th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. & St. L. Ry.—E. L. Roederer.
Ill. Cent. R. R.—F. H. Law.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris
Vandalia R. R.—C. B. Sudborough.

Meeting convened 2:30 p. m.

Pursuant to call issued by Chairman, in accordance with proceedings, No. B-33, of meeting June 2nd, subject No. B-33, lines interested in rates and divisions on Cotton Seed Products from Arkansas Points, etc., to Cincinnati and Louisville, via East St. Louis, met

in this office today and after discussion and full consideration of the subject, it was

Recommended, That each line notify the Mo. Pacific and St. Louis Southwestern Railroads that they will demand east of East St. Louis on Cotton Seed Products, from Arkansas Points (except Texarkana) to Louisville, Ky., Cincinnati and Ivorydale, Ohio, 40 per cent of the current through rate from point of shipment, subject to minimum of 8 cents per 100 lbs. on Oil, Residuum, Foots, Settlings, Tank Bottoms and Soap Stock, and request the cancellation of any Division Sheet issued on any other basis.

It is understood that lines east of East St. Louis will not accept, on this traffic, a sub-division of the proportion accruing to lines north of Cairo, based on 40 per cent of the through rates, plus an arbitrary of 2 cents.

Each line will also notify the Missouri Pacific of intention to demand on Cotton Seed Products, all kinds, from points in Indian and Oklahoma Territory and in Louisiana, to Cincinnati, Ivorydale and Louisville, their full local or proportional rates east of East St. Louis.

Note.—Advices as above to be transmitted through Mr. Fraser.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 98;" as follows:

PROCEEDINGS NO. B-35.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

French Lick Springs, Ind., July 7th, 1905.

Representation:
B. & O. S. W. R. R.—Edw. Hart, Jr.

C. & A. Ry.—
C. P. & St. L. Ry.—
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—Geo. Metzger, J. W. Hewson.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L.—L. J. Irwin.
L. & E. P. Co.—C. V. Williams.
P. C. C. & St. L. Ry.—F. E. Sawyer, S. C. Matthews.
Southern Ry.—J. B. Campbell.
Vandalia R. R.—H. R. Griswold.
There were also present:
C. E. Fulton, Sec'y, C. & O. R. Committee.
R. S. McVeigh, B. & O. S. W. Ry.
E. E. Eggebrecht, C. & E. I. R. R.
W. B. Scott, Erie.
D. H. Hillman, E. & T. H. R. R.
M. R. Maxwell, L. E. & W. R. R.
M. S. Connelly, P. C. C. & St. L. Ry.

Meeting convened 10:30 a. m.

35 (16) *Rate on Bar Iron, L. C. L., Louisville and New Albany to East St. Louis.*

This subject last considered at meeting May 19th, proceedings No. B-32 and laid over for investigation.

At meeting today objection was raised by one of the directly interested lines to an advance in the rates from Terre Haute and Vincennes unless a like advance was made from the Chicago District, Springfield, etc., and after discussion subject was tabled.

36. (28) *Including Evansville-Louisville and Cincinnati Traffic in Tonnage Statements.*

This subject brought up at meeting, Chicago, June 2nd, and Chairman instructed to take the subject up with the various lines with the view of securing copies of billing, etc., necessary to make reports.

At meeting today correspondence on the subject was read, to the effect that all lines could not furnish billing and subject was tabled.

27. (29) *Rate on Farm Wagons, C. L., Louisville to East St. Louis for Beyond.*

This subject considered at meeting June 2nd, proceedings B-33 and withdrawn; was brought up again by letter from a member, requesting that it be redocketed for further consideration.

The representative of the line asking for a redocket stated that as he knew nothing about the proposition he was unable to say what the object was in bringing subject up and requested that it be continued on the docket until next meeting.

38. (6) *Rate on Scrap Iron, Carloads.*

This subject last considered by this Committee as shown in Proceedings No. B-30, Jan. 25th, 1905.

At Joint Conference with the C. & O. R. Committee, Chicago, June 2, 1905, it was decided that matter be made subject of joint conference meeting between East St. Louis Committee, C. & O. R. Committee and Central Freight Association lines for general check in lining up all rates.

In line with above, Chairman C. F. A. issued call No. 269, dated June 30th, for Joint Conference to be held at French Lick Springs, July 7th. Mr. C. E. Fulton was elected Chairman of the Joint Conference on the subject of Scrap Iron rates generally and will issue report showing the action taken.

39. (30) *Rate on Fire Brick, C. L., Louisville to Evansville.*

This subject last considered at meeting June 2nd, proceedings No. B-33. At meeting today additional correspondence from G. F. A., L. H. & St. L. Ry. to the effect that the rates from E. St. Louis to Evansville be made $1.35 and rate Louisville to Evansville $1 20, was read, assurance being given that the L. & N. R. R. would establish from East St. Louis to Evansville the rate named.

After discussion, lines represented individually an-

nounced their intention of establishing rate of $1.20 per ton on Fire Brick, C. L. minimum 20 net ton, Louisville to Evansville, with the understanding that rate from East St. Louis to Evansville is made $1.35 per net ton minimum weight 20 net ton, effective date of rate to be August 1st.

40. (31) *Canned Goods, C. L., Louisville to East St. Louis.*

This subject considered at meeting June 2nd, proceedings B-33, and Chairman instructed to take subject up with G. F. A., I. C. R. R. with view to having their rate from Owensboro advanced.

At meeting today Chairman read correspondence with G. F. A., I. C. R. R., and was instructed to continue correspondence with G. F. A. I. C. R. R. and to correspondence with Chairman of the Evansville Committee, with the view of having the rates restored to East St. Louis from Owensboro to 15 cts., and from Evansville to 12 cts. per 100 lbs.

In the meantime it being understood that no authorized rates will be published from Louisville to East St. Louis.

41. *Proportional Rate on Grain, E. St. Louis to Cincinnati.*

This subject referred to members by Circular Letter No. B-192, June 14th and decided not to make effective as shown by Circular Letter No. B-193, June 30th; brought up again by letter from a member, which was read and after discussion was tabled.

42. (33) *Rates and Divisions on Cotton Seed Products, Arkansas Points to Cincinnati and Louisville, via East St. Louis.*

At meeting in Chicago, June 2nd, proceedings No. 33, this subject referred to a meeting of initial lines from East St. Louis for consideration and final adjustment.

As shown in proceedings No. B-34, the Committee met and adopted recommendation of notice to be sent by

each line, through the Chairman, to the Mo. Pac. and St. L. S. W. Roads of non-concurrence in their tariffs, etc.

At meeting today Chairman stated that not having received letter from all lines, he had not sent the notices to the Mo. Pac. and St. L. S. W. and subject therefore on docket for consideration.

The C. & A. and L. H. & St. L. being the parties who had not filed a notice as provided for, G. F. A., L. H. & St. L. Ry. stated that their position has always been that they would not prepare rates on Cotton Seed Products, but would require full local rates and he has so notified the Mo. Pac. and St. Louis & Southwestern Roads.

In view of the above statement the Chairman was instructed to send to the Mo. Pac and St. L. S. W. Railroads such letters as he has without further delay.

43. (10) *Rates on Burlap and Gunny Bags, East St. Louis vs. New Orleans and Memphis to Cincinnati, Louisville, Etc.*

This subject last considered at meeting May 11th, proceedings No. B-31 and Chairman instructed to take subject up with Chairman Washburn of the Southeastern Mississippi Valley Association.

At meeting today Chairman read recent correspondence and subject was ordered continued on the docket until next meeting, by which time it was expected definite advice would be received from Chairman Washburn showing disposition made.

44. *Prepayment of Freight Charges on Shipments of Range Horses.*

This subject brought up by correspondence from Inspection Department calling attention to some roads billing shipments of Range Horses on which prepayment was not required, as provided for in C. F. A. Info. No. 5926.

Lines represented individually announced that they would give notice to their agents in accordance with C. F. A. Info. No. 5926, as follows:

"Roads in C. F. A. Territory individually advise that taking effect June 26th, 1906, shipments of Western Range Horses, in C. L., will not be accepted by them unless the freight charges thereon are fully prepaid.

45. *Rates on Melons.*

This subject was last considered at meeting June 20th, 1904, proceedings No. B-27. At meeting today Chairman called attention to changes made by Western Roads in through rates and that C. F. A. Information 5244 had been superseded by C. F. A. Information 5967 (St. L. E. F. Com. Special Notice No. 1602, July 3, 1905.)

With the view of giving members an opportunity to take such action as they deemed necessary to equalize rates via East St. Louis vs. Cairo, Thebes, etc., Chairman was instructed to submit subject to members by Circular Letter.

See Circular Letter No. B-196.

46. *Rate on Lumber Between New Albany, Jeffersonville and Evansville.*

This subject brought up by letter from the Evansville Traffic Bureau, stating that a rate of 8 cents per 100 lbs. was in effect on lumber C. L., New Albany to Evansville, whereas this Committee's Tariff names rate of 7 cents.

Chairman stated he had taken subject up with lines mentioned who requested that Tariff be amended showing that the rate of 7 cents between Evansville and New Albany and Jeffersonville, Ind., is not applicable via the Southern Ry. and the Chairman was instructed to correct the tariff as requested.

On motion, meeting adjourned.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 99;" as follows:

PROCEEDINGS NO. B-36.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Procedings of a Meeting of the Freight Committee.

Chicago, Ill., Sept. 29th, 1905.

Representation:

B. & O. S. W. R. R.—A. Fries, Edw. Hart, Jr., E. B. Tullis.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. H. & D. Ry.—E. J. Hutchinson.
C. C. C. & St. L. Ry.—C. J. Brister, O. A. Rhine.
Ill. Cent. R. R.—W R. Bascom.
L. H. & St. L. Ry.—L. J. Irwin.
L. & E. P. Co.—
Southern Ry.—R. A. Campbell.
P. C. C. & St. L. Ry.—S. C. Matthews, S. E. Mullings.
Vandalia R. R.—H. R. Griswold, C. B. Sudborough.

Meeting convened 10:30 a. m.

47 (35). *Minimum Carload Weight on Bar Iron, Louisville and New Albany vs. Terre Haute and Vincennes to East St. Louis.*

Chairman called attention to minutes of meeting French Lick, Ind., when this subject last considered and stated that as instructed he had taken the subject up with the Chairman of the Vincennes and Terre Haute Committees with the view of their making the Carload Minimum 40,000 lbs., and received replies (which were read) to the effect that it was deemed inadvisable to advance the Minimum C. L. weight from 30,000 lbs. to 40,000 lbs., same as carried in this Committee's Tariffs, etc., and after consideration the matter was left to the individual roads to decide as to the minimum weight they will apply and subject tabled.

48 (37) *Rate on Wagons, C. L., Louisville to East St. Louis for Beyond.*

This subject last considered at meeting July 7th, proceedings No. B-35, brought up again by request from a member and after discussion the subject was tabled.

49 (38) *Rate on Scrap Iron, Carloads.*

As shown in Proceedings No. B-35, July 7th, this subject referred to Joint Conference.

At meeting today action taken at Joint Conference, July 7th, was read also action taken at conference meeting of Chicago, East St. Louis and Peoria Lines at Chicago, Sept. 7th, at which time it was understood that the Chicago-East St. Louis Lines would have a meeting in the near future with the view of restoring the rate from Chicago.

At meeting today Chairman C. F. A. stated there would be a meeting of the Chicago-East St. Louis Lines next week and the subject was therefore continued on the docket, the Chairman to ascertain what action is taken by the Chicago-East St. Louis Lines and submit the information at next meeting.

50 (40) *Canned Goods, C. L., Louisville to East St. Louis.*

This subject last considered at meeting July 7th, proceedings No. B-35.

At meeting today Chairman read subsequent correspondence on the subject and after discussion was continued on the docket on request of a member, to enable him to make investigation.

51. *Proportional Rates on Grain and Grain Products, East St. Louis to Cincinnati, Louisville, Etc.*

This subject brought up by the Chairman calling attention to action taken at meeting Sept. 5th of Eastbound Freight Committee on above subject at which time rates to Mitchell and North Vernon, Ind., were made 8 cents same as in effect to Louisville and Cincinnati, etc.

It was stated by a member, that there would be a meeting of the Louisville-St. Louis Lines next week to consider the rate question and it was suggested that nothing could be done with the subject until after that meeting, and subject therefore laid over until next meeting.

52. (43) *Rates on Burlap and Gunny Bags, East St. Louis vs. New Orleans and Memphis to Cincinnati, Louisville, Etc.*

This subject was last considered at meeting July 7th, proceedings No. B-35, and continued on the docket.

At meeting today Chairman read subsequent correspondence with Chairman Washburn of the Southeastern Mississippi Valley Ass'n and was instructed to continue the subject on the docket until next meeting.

53. *Trunks, Nested, L. C. L., Cincinnati and Louisville to E. St. Louis.*

This subject brought up by letter from a member, which was submitted to members by Circular Letter No. B-199, but owing to the various views expressed, subject placed on docket for further consideration.

At meeting today proposition was made to establish a Commodity Rate on Trunks, L. C. L., nested, Cincinnati to East St. Louis, 40 cents per 100 lbs., which the lines individually decided not to make effective and subject tabled.

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 5, 1905.

ERRATUM.

Please correct proceedings No. B-36, dated Chicago, Sept. 29th, Subject No. 55, to read as follows:

55. *Rate on Stoves, Carloads.*

This subject submitted to members by Circular Letter No. B-211 and at suggestion of a member held in abeyance pending meeting of interested lines through Toledo, Detroit, etc.

At meeting today it was stated that at meeting of interested lines when this subject was considered it was decided that all Special Rates on Stoves, C. L., from and to all points in C. F. A. territory be restored to Official Class'n. basis effective Oct. 16th, 1905, the current rate from Detroit to Chicago and from Toledo to E. St. Louis, via the T. St. L. & W. and Wabash Railroads to be ignored by all other companies.

As the rate from Cincinnati to E. St. Louis is now on Official Class'n. basis, 15 cents per 100 lbs., no change is necessary to put Cincinnati shippers in line with those at Toledo and Detroit, and the subject was tabled.

R. M. Fraser, Chairman.

54. *Rate on Crushed Stone or Granite, Quartz and Chatts, C. L. E. St. Louis to Cincinnati and Louisville.*

This subject submitted to members by Circular Letter No. 204, and owing to the views expressed, the subject brought up again at meeting today and after discussion lines represented individually announced that effective on Legal Notice, they would make rate of $1.50 per net ton on Crushed Stone, all kinds, including quartz, granite and chatts, C. L. minimum weight marked capacity of car and Chairman was instructed to amend Joint Freight Tariff ICC. B-44 accordingly.

Note.—The proportional rate carried in Joint Pro. Freight Tariff ICC. B-45 on Chatts to be eliminated, effective on Legal Notice.

55. *Rates on Stoves, Carloads.*

This subject submitted to members by Circular Letter No. B-211 and at suggestion of member held in

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abeyance pending meeting of interested lines through Toledo, Detroit, etc.

At meeting today it was stated that at meeting of interested lines when this subject was considered the T. St. L. & W. and Wabash decided to carry 15 cents rate from Toledo and Detroit to Chicago, therefore no action necessary by this Committee and subject tabled.

56. *Rate on Linseed Oil, Carloads.*

Chairman stated this subject placed on docket for consideration account of Special Oil Tariff No. 5 of Chicago & Ohio River Committee, effective Aug. 2nd, 1905.

After discussion, the subject was tabled.

57. *Minimum Carload Weights on Gas House Coke.*

This subject brought up by letter Sept. 20th, file 12577 from Chairman, Central Freight Ass'n, which was read and as no action deemed necessary the subject was tabled.

Election of Executive Committe.

The term for which the Executive Committee was elected in May 1904, having expired it was

Moved, That Messrs. R. A. Campbell, Walter Nichols and Wm. Hodgdon be and are hereby elected an Executive Committee for the ensuing year, who shall hold office until their successors are elected as provided for in the Articles of Organization.

59. *Proportional Rates on Lumber and Shingles from East St. Louis When Originating at North Pacific Coast Points.*

The above proposition submitted to members by Circular Letters B-206 and B-212.

At meeting today replies received to the Circular Letters were read and after discussion, lines represented individually instructed the Chairman to publish proportional rates on Lumber and Shingles, when

originating at North Pacific Coast Points, 8½ cents East St. Louis to Louisville and 7½ cents to Cincinnati, to equalize the combination via Chicago.

60. *Traffic Under the Jurisdiction of This Committee.*

Above question brought up by a member and after discussion a motion to the effect that Article B, Section One (1) of Articles of Organization be amended to include Louisiana, west of the Mississippi River

As to the division of rates on traffic from Louisiana west of the Mississippi River, the Chairman to issue Circular Letter to the members calling their attention thereto and call a meeting in St. Louis to make a check of the divisions of rates, etc.

Chairman to arrange with the St. Louis resident members for the date of meeting.

In connection with the above a Committee composed of Messrs. A. Fries, C. J. Brister and S. C. Matthews was appointed to prepare and submit a proposition as to division of rates to be agreed upon on traffic from Southern, Southwestern and Pacific Coast, etc., which is to be submitted by the Chairman to all members for their views.

There being no further business, on motion, meeting adjourned.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 100;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 28th, 1905.
File B-378.

CIRCULAR LETTER NO. B-219.

To the Freight Committee.

Gentlemen:—

In accordance with action at meeting, Chicago,

Sept. 29th, Proceedings No. B-36, Item No. 60, representatives of B. & O. S. W., C. C. C. & St. L., Ill. Cent. L. H. & St. L. Southern and Vandalia Railroads met in this office yesterday to confer regarding divisions on traffic from Louisiana, west of the Mississippi River, and their report and recommendation is as follows:

Whereas, The basis of divisions on traffic from points in Louisiana, west of the Mississippi River, to Louisville and Cincinnati, suggested by Southwestern Roads, i. e., to allow lines east of East St. Louis, only their percentage proportion of the New Orleans rates, is not remunerative and does not comprehend a reasonable division of the through rate:

Recommended, That the following minimum specific proportions of through rates will be required, viz.:

	Louisville.	Cincinnati.
Sugar, (C. L.)	6½	7½
(L. C. L.)	11	12
Molasses, (C. L.)	7½	8½
(L. C. L.)	15	16
Rice, (C. L.)	7	8
(L. C. L.)	12	13
Canned Goods, Oysters & Shrimp, (C. L.)	6½	7½
Jambalaya Relish, (C. L.)	22.6	28.2
(L. C. L.)	23.3	28.2
Peppers in brine, (C. L.)	10	11
(L. C. L.)	15	16

Specific proportions east of East St. Louis on other Commodities are to be fixed from time to time as the necessity therefor develops. The adoption of the above is predicated on the adoption and maintenance on the part of the Cairo, Gale or Thebes Lines of specifics from Cairo, Gale or Thebes, not less than 2c per 100 lbs. above the specifics from E. St. Louis. The specifics thus established from Cairo, Gale or Thebes are not to be prorated via E. St. Louis.

Note.—It is understood that the Southwestern Lines are to reissue or amend their Tariffs and division sheets accordingly and the specifics are not to be published as proportional rates from either East St. Louis-Cairo Gale or Thebes.

Please favor me with your approval or specific objections as to the report of the Sub-Committee.

Result will be communicated and further action arranged.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 101;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

IMPORTANT.

St. Louis, Mo., Oct. 27th, 1905.
File B-378.

CIRCULAR LETTER NO. B-218.

Traffic Under the Jurisdiction of this Committee.

To the Freight Committee.

Gentlemen:—You are hereby requested to be present or authoritatively represented at a meting in this office, today, Friday, Oct. 27th, 10:00 a. m., sharp, with necessary Tariffs and percents to make check in accordance with action taken at meeting in Chicago, Sept. 29th, Proceedings No. B-36, as follows:

"Above question brought up by a member and after discussion a motion to the effect that Article B, Section One of Articles of Organization be amended to include Louisiana west of the Mississippi River was adopted.

As to division of rates on traffic from Louisiana west of the Mississippi River, the Chairman to issue a Circular Letter to the members calling their attention thereto and call a meeting in St. Louis to make a check of the divisions of rates, etc."

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 102:" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

IMPORTANT.

St. Louis, Mo., Oct. 23, 1905.
File B-308.

CIRCULAR LETTER NO. B-217.

To the Freight Committee.

Gentlemen:—Referring to Circular Letters No. B-214-B-216 and other correspondence regarding proportional rates on grain, East St. Louis to Cincinnati, Louisville, etc., as now published in Amendment No. 6 to Joint Proportional Tariff ICC. B-45.

I am in receipt of letter from G. F. A. L. H. & St. L. Ry., as follows:

"Dear Sir:—Referring to Amendment No. 6 to your Joint Proportional Tariff ICC. No. B-45, naming rate 6 cents on grain originating beyond St. Louis. My understanding of the 6 cent rate is that it is to apply on grain originating beyond St. Louis and reshipped at St. Louis and that your Tariff should so read. It is not my understanding that the 6 cent rate is to affect the rates from points say in Illinois, where through rates and divisions are established. The rate from Peoria to New Albany and Jeffersonville is 7 cents

and to Louisville 7½ cents. The local rate from Peoria to E. St. Louis is 3 cents. I do not understand that the line from E. St. Louis to Louisville on a direct shipment from Peoria, would require 6 cents, but would accept 4½ cents. There are a great many points in Illinois where through rates and divisions are in effect to Louisville and on direct shipments from these points to Louisville the present through rates and divisions will continue in effect.

Will you please take up with the interested lines the question of amending your tariff accordingly."

Please favor me with your instructions on proposition to reissue amendment No. 6 to Joint Proportional Tariff I.C.C. No. B-45 making the item "Grain," (originating beyond) C. L. (see Note 2)—6—6, "read as follows:

"Grain originating beyond St. Louis and reshipped at St. Louis, C. L. (See Note 2) - - - 6"

An immediate reply is requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 103;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 11, 1905.
File B-308.

CIRCULAR LETTER NO. B-216.

Rates on Grain.

To the Freight Committee.

Gentlemen: I give below copy of telegram received at noon today from G. F. A., L. H. & St. L. Ry.

"Referring to Circular Letter B-214, Oct. 4th, giving notice of advance in Grain Rates Oct. 23rd. On account

position taken by Southern Ry. at conference here yesterday no change will be made in present rate on Grain until otherwise advised."

In view of the notice quoted above, I shall defer making any change in the rate of 8 cts. per 100 lbs. on Grain, now published in Amendment No. 4, effective Sept. 12th, to Joint Freight Tariff I. C. C. No. B-44.

As announced in Circular Letter No. B-214, on authority of three roads interested, Amendment No. 4 to Proportional Tariff I. C. C. No. B-45 has been issued cancelling the Grain Rate, 4 cts per 100 lbs., effective Oct. 23rd.

Awaiting instructions from members of the Committee, I am,

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 104;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 9, 1905.
File B-378.

CIRCULAR LETTER NO B-215.

Traffic Under the Jurisdiction of this Committee.

To the Freight Committee.

Gentlemen: The meeting called by Circular Letter No. B-213, Oct. 3rd, to be held at this office, for Wednesday, Oct. 11th, is *postponed until further notice*, as all of the directly interested members cannot attend meeting on the date named or next week.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 105;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

IMPORTANT.

St. Louis Mo., Oct. 4, 1905.
File B-308.

CIRCULAR LETTER NO. B-214.

To the Freight Committee.
Gentlemen:

Rates on Grain.

Announcement has been received that effective October 23rd, the rate on Grain, in carloads, from East St. Louis proper, or from beyond, via the L. H. & St. L. Ry. and Illinois Central Railroad, to Louisville and via the Southern Ry. to Louisville, Jeffersonville and New Albany, will be 6 cts. per 100 lbs.

Please advise immediately what rates you desire published, effective Oct. 23rd, for account of your Company from East St. Louis to Louisville, Ky., Jeffersonville and New Albany, Ind., also to Cincinnati, Ohio, Newport and Covington, Ky.

In the absence of instruction from you to the contrary, the rate of 8 cts per 100 lbs now published in Amendment No. 4 to I. C. C. No. B-44, will remain in effect except via the Roads authorizing otherwise.

In view of the above announcement, Joint Proportional Tariff I. C. C. No. B-45 will be amended effective Oct. 23rd, cancelling Proportional rate of 4 cts. per 100 lbs. on Grain, E. St. Louis to Louisville, and New Albany.

Please favor me with specific instructions and oblige,

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 106;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 3rd, 1905.
File B-378.

CIRCULAR LETTER NO. B-213.

Traffic Under the Jurisdiction of this Committee.

To the Freight Committee.

Gentlemen: You are hereby requested to be present or authoritatively represented at a meeting in this office on Wednesday, Oct. 11th, 2:00 p. m., with necessary Tariffs and Per Cents to make check in accordance with action shown in Proceedings No. B-36 of meeting in Chicago, Sept. 29th, as follows:

"Above question brought up by a member and after discussion a motion to the effect that Article B, Section One (1) of Articles of Organization be amended to include Louisiana west of the Mississippi River was adopted.

As to division of rates on traffic from Louisiana west of the Mississippi River, the Chairman to issue Circular Letter to the members calling their attention thereto and call a meeting in St. Louis to make a check of the divisions of rates, etc." Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 107;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 18, 1905.
File B-491.

CIRCULAR LETTER NO. B-212.

Proportional Rate on Lumber and Shingles, C. L., from Pacific Coast Points, East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen: Referring to Circular Letters B-206 and B-210 on same subject. I am in receipt of letter 16th inst. from a member, as follows:

"Referring to your Circular Letter B-206 of Aug. 21st, proposal for the establishment of rate on Lumber and shingles, carloads, E. St. Louis to Cincinnati, Jeffersonville, New Albany and Louisville, on business originating at Pacific Coast Points, to equalize the existing combinations via Chicago.

Although the roads interested individually decided not to make effective the proposition referred to above, we are still of the opinion that rate necessary to equalize the combination via Chicago should be provided for in the Committee issue.

Since this proposition was originally submitted the rate from Chicago to Cincinnati, Jeffersonville and New Albany has been reduced from 11 cts. to 10 cts. per 100 lbs., making necessary a rate from East St. Louis to the destinations enumerated above of 7½c, which would of necessity have to be applied to Louisville, Ky.

We ask that you again place this matter before the members of the St. Louis-Cincinnati-Louisville Freight Committee, calling their attention to the fact that while C. F. A. Info. 2265 authorizing equalization via E. St. Louis, Peoria or Chicago of through rate based on any one of these gateways is correct in principle, it is not

in reality authority for equalizing the through rate made on Chicago via E. St. Louis to the destinations before mentioned, as the St. Louis-Cincinati-Louisville Freight Committee traffic is not under the jurisdiction of the Central Freight Association.

In this connection I should also like to call your attention to the fact that a combination cannot be legally protected via any gateway other than that upon which the through rate is based without tariff is published to cover, and this phase of the subject should be given consideration in reviewing the proposition before us."

Please favor me with your views on proposition to amend Joint Proportional Tariff I. C. C. B-45, naming rate 7½ cts per 100 lbs. on Lumber and Shingles C. L., originating at Pacific Coast Points, minimum weight as per Official Classification from East St. Louis to Jeffersonville, New Albany, Louisville and Cincinnati.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 108;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 11, 1905.
File B-395.

CIRCULAR LETTER NO. B-211.

Rate on Stoves, C. L. Minimum Weight 24,000 Lbs. to East St. Louis.

To the Freight Committee:

Gentlemen: I am in receipt of letter Sept. 9th from Chairman, Cincinnati Freight Committee, as follows:

"At a meeting of this Committee, held Sept. 8th, the above outlined subject was considered and in view of

information from Chairman Tucker to the effect that it is impossble to get reduced rate on stoves from Detroit to Chicago cancelled at this time, the following recommendation was adopted individually by the lines interested:

"Recommended, That the Chairman be instructed to advise Chairman Fraser, of the St. Louis-Cincinnati-Louisville Freight Committee, that the lines, members of this Committee, are in favor of establishing a rate of 14 cts. per 100 lbs. on Stoves, carloads, minimum weight 24,000 lbs. from Cincinnati to East St. Louis, Ill."

Please favor me with your views on propostion to amend Joint Freight Tariff I. C. C. No. B-44 naming rate of 14 cts per 100 lbs. on Stoves, Carloads, minimum weight 24,000 lbs., Cincinnati, Louisville, etc., to East St. Louis.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 109;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 1, 1905.
File B-491.

CIRCULAR LETTER NO. B-210.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-206, dated August 21st, regarding Proportional Rate on Lumber and Shingles, Carloads, from Pacific Coast Points, East St. Louis to Cincinnati and Louisville.

After further investigation roads interested individually advise that it has been decided not to make effect-

ive the proposition in Circular Letter above referred to.

Respectfully.

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 110;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 31, 1905.
File B-494.

CIRCULAR LETTER NO. B-209.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-207, dated Aug. 23rd, regarding rate on Cotton Batting, C. L., Cincinnati and Louisville to East St. Louis.

After further investigatoin, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 111;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 24, 1905.
File B-321.

CIRCULAR LETTER NO. B-208.

Proportional Rate on Fertilizer, C. L., from Cincinnati to East St. Louis.

To the Freight Committee.

Gentlemen:—I am in receipt of a letter from a member, as follows:

"The fertilizer plants located on our line in Cincinnati District have been endeavoring to establish a trade at points in Missouri on the C. & A., Wabash, M. K. & T. and other lines operating from St. Louis, but have found that it is not possible for them to compete with the plants located at St. Louis and Chicago. We understand that from Chicago there are through rates in effect to a large number of Missouri Points which are lower than combination on East St. Louis and further that even if based on the St. Louis combination, the Chicago rates would be lower than those at present in effect from Cincinnati for the reason that the present rate from Chicago to East St. Louis is 9 cents as compared with the full 6th class rate of 12 cents from Cincinnati.

We propose, therefore, the establishment of proportional rate of 10 cents per 100 lbs. on Fertilizer in carloads from Cincinnati to East St. Louis to apply only on shipments when destined to points west of the Mississippi River, which is the same rate as in effect at present in the opposite direction.

Will you please submit this propositon for views of the other interested lines."

Please favor me with your views on proopsition to amend Joint Proportional Tariff ICC. No. B-45, naming rate 10 cents per 100 lbs. on Fertilizer, C. L., minimum weight as per Official Class'n. to apply only on shipments when destined to points west of the Mississippi River, Cincinnati to East St. Louis.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 112;' as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo. Aug. 23, 1905.
File No. B-494.

CIRCULAR LETTER NO. B-207.

Rate on Cotton Batting, C. L., Cincinnati and Louisville to East St. Louis.

To the Freight Committee.

Gentlemen:—I am in receipt of letters from a member as follows:

"Referring to Amendment No. 1 to ICC. B-44, cancelling 30 cent rate on cotton batting, Cincinnati to East St. Louis. As you are aware, we have a large plant located on our tracks at Lockland, who have been using the 30 cent rate for years, and made contracts on basis of the old rate, and we were not aware that there was any intention of cancelling same. We believe that at the rate of 30 cents, minimum weight 7000 lbs., this is good traffic and we would respectfully request that you arrange to reinstate the old rate of 30 cents effective on legal notice.

I would be glad to hear from you by return mail."

"Please refer to letter from my office dated Aug. 18th, relative to restoration of rate of 30 cents per 100 lbs. on Cotton batting, Cincinnati to East St. Louis.

At the time we checked over Commodity rates between Cincinnati and East St. Louis and Cincinnati and Chicago, we were not aware that there was any movement of cotton batting, between the points mentioned. We find, however, that there is regular traffic from Cincinnati to East St. Louis and Chicago, and the 30 cent rate is being used almost daily.

Under all the circumstances, I think none of the interested Lines can object to the restoration of the 30 cent rate.

I wish you would be kind enough to take the necessary steps to have the 30 cent rate re-instated at the earliest date possible."

Please favor me with your views on proposition to amend Joint Tariff ICC. B-44, naming rate 30 cents per 100 lbs. on Cotton Batting, C. L., minimum weight 7000 lbs. from Cincinnati and Louisville to E. St. Louis.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 113;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 21, 1905.
File B-491.

CIRCULAR LETTER NO. B-206.

Proportional Rate on Lumber and Shingles, C. L., from Pacific Coast Points, East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member as follows:

"As you are perhaps aware the L. H. & St. L. have issued proportional tariff on lumber and shingles ex. Pacific Coast, East St. Louis to Louisville, carrying rate of 8½ cents per 100 lbs. This is equalization of the Chicago Combination which is authorized by Central Freight Ass'n. information and is applicable to Cincinnati and Jeffersonville, as well as Louisville, and I would sugest that rate in question be published in Committee proportional tariff."

The tariff referred to above is L. H. & St. L. Ry No. 506, ICC. No. 318, issued Aug. 4th, effective Aug.

10th, 1905, applying on lumber and Shingles, C. L., from East St. Louis, on traffic originating at Pacific Coast Points and billed through to Louisville or points beyond, to Louisville, Ky., 8½ cents per 100 lbs.

Please favor me with your views on proposition to amend Joint Proportional Tariff ICC. No. B-45, naming rate 8½ cents per 100 lbs. on Lumber and Shingles, C. L., originating at Pacific Coast Points, minimum weight as per Official Class'n. from East St. Louis to Cincinnati and Louisville.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 114;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 21, 1905.
File B-434.

CIRCULAR LETTER NO. B-205.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-204, dated Aug. 16th, regarding rate on Stone and Granite, crushed, C. L., East St. Louis to Cincinnati and Louisville.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 115;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 16, 1905.
File No. B-434.

CIRCULAR LETTER NO. B-204.

Rate on Stone or Granite Crushed, C. L., East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member as follows:

"Heretofore rates on crushed granite, crushed stone, chatts, etc., have been carried on the same basis, but the rate on chatts from East St. Louis to Cincinnati and Louisville was recently reduced from $1.75 to $1.35 per ton on representation that it was used in the construction of side-walks, roads and streets, as a substitute for Ohio River sand and gravel.

"We have reliable information that chatts, which consists principally of crushed quartz, is rarely, if ever, used instead of sand or gravel, but generally instead of crushed granite, it is, therefore, a substitute for crushed granite rather than for sand or gravel, and as such should be carried at the same rate; in fact crushed granite can no longer compete with chatts at Cincinnati and Louisville on the present relative rate adjustment in favor of chatts.

"We, therefore, propose establishment of proportional rate of $1.35 per net ton on stone and granite, crushed, carloads, minimum weight 80,000 lbs. unless marked capacity of car is less, in which case the minimum is to be the marked capacity of car, from East St. Louis to Cincinnati and Louisville, and shall be glad if you will submit the proposition to other interested roads for their views, advising."

Please favor me with your views on proposition to amend Joint Tariff ICC. No. B-44, naming rate $1.35 per net ton on Stone or Granite crushed, C. L., mini-

mum weight 80,000 lbs., unless marked capacity of car is less, in which case the minimum is to be marked capacity of car, from East St. Louis to Cincinnati and Louisville.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 116;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 4, 1905.
File No. B-490.

CIRCULAR LETTER NO. B-203.

Proportional Rate on Blue Vitriol (Sulphate of Copper), C. L., East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member, as follows:

"We have had considerable trouble recently in the handling of shipments of blue vitriol, or copper residue, from East St. Louis to Louisville, originating at points west.

This has been brought about by Inspectors setting up billing on basis of 6th class rate, 12 cents per 100 lbs. applying on copper residue to 5th class rate 15 cts. per 100 lbs., applying on copper sulphate. I find after careful investigation that copper residue and blue vitriol, or sulphate of copper, is practically the same commodity and I believe it would be proper, and particularly in view of the same rates being applied by western lines on both Commodities, to publish commodity rate on Blue Vitriol, or Sulphate of Copper, carloads, East St. Louis to Louisville 12 cents per 100 lbs. Will

you kindly submit this by Circular Letter to interested lines and advise me decision as promptly as possible?"

The present rates are on Official Class'n. basis as follows:

Copper Residue, when consignor's valuation is not expressed or when expressed exceeding one hundred (100) Dollars per net ton, Carloads, 5th class.

Copper Residue, valuation expressed by consignor not exceeding one hundred (100) dollars per net ton, Carloads, 6th class.

Vitriol, blue (Sulphate of Copper), Carloads, 5th class.

Please favor me with your views on proposition to amend Joint Proportional Tariff ICC. No. B-45, naming rate 12 cents per 100 lbs. on Blue Vitriol (Sulphate of Copper) valuation expressed by consignor not exceeding $100.00 per net ton, C. L., minimum weight as per Official Class'n. from E. St. Louis to Cincinnati and Louisville, when from west of Mississippi River.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 117;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 21, 1905.
File B-423.

CIRCULAR LETTER NO. B-202.

Proportional Rate on Chatts, C. L., E. St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member, as follows:

"Please submit to the St. Louis-Cincinnati-Louisville Lines application for proportional rate of $1.35 per net ton on chatts, carloads, minimum 80,000 lbs., unless marked capacity of car is less, in which case the minimum is to be the marked capacity of the car from East St. Louis to Cincinnati, when from west of the Mississippi River.

I think all of the St. Louis initial lines understand that chatts are a refuse or off-fall from the Missouri mines, and are used as a substitute for sand and gravel in the construction of sidewalks and roads or streets. If the rate of $1.35 be obtained the Missouri people can put in the chatts at Cincinnati in competition with sand from the Ohio River in street construction, but unless that rate is made from East St. Louis, they will be unable to do so. The rate suggested is a proportional one, and, therefore, there will not be a heavy St. Louis terminal to be deducted at this end. We formerly had in effect rate of $1.35 per ton on sand from East St. Louis, which was advanced on account of the heavy terminal expense at St. Louis, which it was necessary to absorb on shipments originating on western lines within the switching limits of St. Louis."

Please favor me with your views on proposition to amend Joint Proportional Tariff I. C. No. B-45, naming rate of $1.35 per net ton on Chatts, C. L., minimum weight 80,000 lbs., unless marked capacity of the car is less, in which case the minimum is to be the marked capacity of the car, from East St. Louis to Cincinnati and Louisville, when from west of the Mississippi River.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 118;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 19, 1905.
File B-487.

CIRCULAR LETTER NO. B-201.

To the Freight Committee.

Gentlemen:—

Referring to Circular Letter No. B-199, dated July 14th, regarding rate on Trunks, LCL, Cincinnati and Louisville to East St. Louis, Ill.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 119;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 14, 1905.
File A-124.

CIRCULAR LETTER NO. B-200.

Empty Barrels Between Evansville and Louisville.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member as follows:

"Current issue of Joint Tariff between Evansville and Louisville, New Albany and Jeffersonville, carries rate on empty oil or liquor barrels, any quantity, 12 cts. per barrel. This rate I will figure higher on carload quan-

tity than the authorized Official Class'n. basis, 5th class, minimum weight 12,000 lbs. in 36-foot cars, and I would ask that tariff be corrected to apply Commodity rate of 12 cts. per barrel on shipments in less than carload, the Official Class'n. basis to apply on carloads.

Kindly take steps to arrange correction as soon as possible."

Please favor me with your views on proposition to amend Joint Freight Tariff, ICC. No. 10 to read Barrels, Oil or Liquor, empty LCL 12 cts. per barrel, via Rail and 10 cts. per barrel via Boat, between Evansville and Louisville and Louisville Points.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 120;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 14, 1905.
File B-487.

CIRCULAR LETTER NO. B-199.

Rate on Trunks, Nested, L. C. L., Cincinnati & Louisville to E. St. Louis.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"In connection with the present revision of the Commodity rates between East St. Louis and Cincinnati and Louisville action was taken abrogating the commodity rate of 40 cts. per 100 lbs. on trunks, nested, L. C. L., between East St. Louis and Cincinnati and Louisville, which Commodity rate has been in effect for a number of years past. By abrogating the Commodity rate it restores class'n. rating of 1½ times first class thus advancing the rate on these shipments 50 per cent.

Since the advanced rate has been made effective several complaints have been made to us by Trunk manufacturers here, they stating that if this rating is to be continued in effect it will seriously curtail their shipments to St. Louis and points west of the Miss. River. Their competitors at points west of the Miss. River are the manufacturers located at St. Louis and a difference of 60 cts. per 100 lbs. in freight rate from Cincinnati as compared with rate from St. Louis is more than they can overcome.

We beg therefore to suggest the reinstatement of commodity rate of 40 cts. per 100 lbs. to apply at least on westbound shipments and would ask that you kindly submit this proposition for views of others interested.

In this connection would call your attention to the fact that the Chicago & Ohio River Committee still carry commodity rate of 40 cts. per 100 lbs. from Chicago to Ohio River points when for beyond on trunks, nested, L. C. L."

Please favor me with your views on proposition to amend Joint Freight Tariff, ICC. No. B-44, naming rate of 40 cts. per 100 lbs. on Trunks, nested, L. C. L., from Cincinnati and Louisville to East St. Louis.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 121;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 13, 1905.
File A-118.

CIRCULAR LETTER NO. B-198.

Glass Bottles, Evansville to Louisville and Cincinnati.
To the Freight Committee.

Gentlemen: I am in receipt of letter from a member to the effect that they have under consideration the

adoption of rate on Glass Bottles, C. L., minimum 30,000 lbs., from Evansville to Louisville, 10 cts., and Evansville to Cincinnati, 12 cts. per 100 lbs. (the 6th class rate), with request that views of other lines interested be obtained and if in accord with theirs to incorporate the rates in next amendments to Tariffs.

CFA. Info. No. 5569, Nov. 29th, 1904, authorized 6th class rate to apply between all points in CFA. Territory, to expire June 30th, 1905.

The same basis has been applied between points under the jurisdiction of this Committee and expired June 30th.

Please favor me with an immediate reply giving your views on the proposition to amend Tariffs ICC. No. 10 and A-10 as stated above.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser 122;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 11, 1905.
File B-465.

Personal.

CIRCULAR LETTER NO. B-197.

To the Freight Committee.

Gentlemen: I give below memorandum of the letters delivered at General Freight Office Missouri Pacific-Iron Mountain & Southern and St. Louis Southwestern Railroads today on the following subject:

Rates and Divisions on Cotton Seed Products from Arkansas, Etc.

See Proceedings No. B-34 and No. B-35.

B. & O. S. W. R. R., Edw. Hart, Jr., A. G. P. A., file

20505, June 9th. C., C., C. & St. L. Ry., C. J. Brister, A. G. F. A.; file 21517, July 10th. Ill. Cent. R. R., J. R. Peachy, A. G. F. A., file H-192, June 12th. Southern Ry., R. A. Campbell, A. G. F. A. (no file), June 12th. Vandalia R. R., Wm. Hodgdon, GFA., file R-11825-DD, June 12th.

G. F. A. Bushnell stated that C., P. & St. L. were not parties to the Division Sheet.

Respectfully,

R. M. Fraser, Chairman.

N. B.—Copies (2) sent to resident members only."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 123;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 11th, 1905.
B-394.

Rate on Melons.

To the Freight Committee.

Gentlemen: As instructed at meeting 7th, proceedings No. B-35, page 3, subject No. 45, your attention is called to Mo. Pac.-St. L., I. M. & S. Ry. Joint Freight Tariff, Mo. Pac. I. S.—12266—ICC. No. 7875, also pocket edition No. 38-A, effective July 5th, 1905, and St. L. & S. F. R. R. Joint Through Freight Tariff No. 1250-A, ICC. No. 4629, effective July 5th, 1905, naming through rates from points in Missouri and Arkansas to Cincinnati, Ohio-Covington and Louisville, Ky., Jeffersonville and New Albany, Ind., 23.2 cts. per 100 lbs., C. L. minimum 25,000 lbs.

The Western Roads rate is to Cairo, Gale and Thebes, 7.2 cts. and to E. St. Louis 9.2 cts. per 100 lbs.

The through rates are based on rate 7.2 cts. to Cairo, Gale and Thebes, plus the 5th class rate, 16 cts. per 100 lbs., and in order to equalize via East St. Louis lines east will have to accept 14 cts. per 100 lbs.

In connection with the above your attention is called to CFA. Info. No. 5967, (St. L. E. B. Frt. Com., Special Notice No. 1602), which names rates and divisions to all CFA. points on the above basis.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 124;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 23, 1905.
File B-304.

CIRCULAR LETTER NO. B-195.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-194, June 21st, regarding meeting that was to be called at French Lick, Ind., June 30th and to be postponed until July 7th.

As two-thirds of the members favor the postponement, call will be issued for the meeting at French Lick, Ind., Friday, July 7th, at 10:00 a. m.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 125;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 21, 1905.
File No. B-304.

CIRCULAR LETTER NO. B-194.

To the Freight Committee.

Gentlemen: I am in receipt of letter June 21st, file B-28231 from G. F. A., Vandalia R. R., as follows:

"Dear Sir: I am in receipt of a letter from Division Freight Agt. Sawyer of the Pan Handle, calling attention to a meeting of the Penna. Lines representatives at Pittsburg, Pa., June 29th and 30th. As both Mr. Sawyer and Mr. Matthews wish to attend this meeting, it will be difficult to get Penna. Lines representation at the meeting to be held at French Lick Springs on the 30th.

It will also be impossible for the Vandalia Line to be represented at French Lick Springs on the 30th.

The above information is given you for such action as may be proper under the circumstances."

As shown in Proceedings No. B-33, Chicago, June 2nd, the meeting adjourned until June 30th, 10:30 a. m., at French Lick, Ind.

In view of the notice that Penna. and Vandalia Lines will not be represented at meeting June 30th, please wire quick whether meeting shall be postponed until July 7th at French Lick, Ind.

Unless two-thirds of the members favor postponement to July 7th meeting will be called for June 30th, as previously arranged.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 126;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 20, 1905.
File B-308.

CIRCULAR LETTER NO. B-193.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-192, dated June 14th, regarding establishing proportional rate of 5½ cts. per 100 lbs. on Grain, C. L., from East St. Louis, Ill., to Cincinnati, Ohio.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 127:" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 14, 1905.
File B-308.

CIRCULAR LETTER NO. B-192.

Proportional Rates on Grain from East St. Louis to Cincinnati.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member as follows:

"We find the current proportional rate on Grain from Chicago to Cincinnati, when from points beyond Chicago to be 5½ cents per 100 lbs., see C. & O. R. Committee Tariff, Grain and Grain Products Tariff

No. 7. Same rate is also current from Peoria to Cincinnati, see Peoria and Pekin Committee Rate Sheet No. A-8.

As the general rule is to apply the same rate from East St. Louis to Cincinnati as current from Chicago or Peoria we would suggest the establishment of a proportional rate of 5½ cents per 100 lbs. East St. Louis to Cincinnati to apply on Grain, all kinds, when coming from points beyond.

Will you please place the suggestion before other East St. Louis Lines for their views and if proposition is concurred in arrange to take care of same by Amendment to the current proportional tariff of the St. Louis-Cincinnati-Louisville Freight Committee."

Please favor me with your views on proposition to amend Joint Proportional Freight Tariff, ICC. No. B-45, naming rate of 5½ cents per 100 lbs. on Grain, all kinds, C. L., when from beyond, East St. Louis to Cincinnati and Cincinnati Points.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 128;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 10, 1905.
File B-322.

CIRCULAR LETTER NO. B-191.

Rates on Unmanufactured Tobacco, from Cincinnati and Louisville to East St. Louis, Ill.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from A. G. F A. Southern Ry., as follows:

"Referring to your recent issue, advancing the rate on Tobacco, in hogsheads, Louisville to East St. Louis, effective June 19th, I have advice from General Freight Agent McLaughlin, that he will not make this advance, therefore our rate will remain twelve (12) cents per 100 lbs., Louisville to East St. Louis.

Please amend your Tariff accordingly."

Please favor me with your views, by wire, on proposition to amend Joint Freight Tariff, ICC. B-44, effective June 19th, 1905, naming rate of 12 cents per 100 lbs. on Unmanufactured Tobacco and Tobacco Siftings, in hogsheads, any quanitity, Louisville and Louisville Points to East St. Louis.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 129;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 9, 1905.
File B-308.

CIRCULAR LETTER NO. B-190.

Rate on Grain and Grain Products, C. L., East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member, as follows:

"Rate of 8 cents per 100 lbs. on Grain and Grain Products, having been authorized by the Chicago & Ohio River Committee from Chicago to Cincinnati, Jeffersonville, New Albany and other Ohio River Crossings, it is, I think, under our usual practice, in order to publish the same rate from East St. Louis to Cincinnati, and Cincinnati Points, Louisville and Lou-

isville Points; so I shall be glad if you will present the matter to other interested lines for their views, and if they approve, publish rate in your joint tariffs. Prompt action is desired.

As the rate established by the C. & O. R. Committee Lines is applied Southbound only, no change in the rates from Cincinnati and Louisville is contemplated."

Please favor me with your views by wire, on proposition to amend Joint Freight Tariff ICC. B-42, naming rate on Grain and Grain Products, C. L., 8 cents per 100 lbs., East St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points.

Present rate is 10 cents per 100 lbs. between East St. Louis, Cincinnati and Louisville as per Joint Freight Tariff ICC. B-42.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 130;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 9, 1905.
File B-413.

CIRCULAR LETTER NO. B-189.

Rate on Mantels, Wood, Crated or Boxed, L. C., Cincinnati and Louisville to East St. Louis.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member, as follows:

"As you are aware there is in effect, at present, commodity rate of 40 cents per 100 lbs. on Wood Mantels, crated or boxed, L. C. L., between E. St. Louis and Cincinnati points and between E. St. Louis and Louisville Points. Based on suggestion of the Special

Committee which reviewed commodity rates from E. St. Louis to Cincinnati, it was recommended at meeting of St. Louis-Cincinnati-Louisville Committee, held in Cincinnati on 19th ult., that this Commodity rate be withdrawn and class'n. basis applied. We expressed objections to this at the meeting on May 19th, but it was thought advisable to discontinue the Commodity Rate and hold to Class'n basis with the understanding that if it was found that the advance in Class'n basis would interfere with the present movement that application could then be made to have the commodity rate re-established.

We did not anticipate the action which was taken at meeting of May 19th so had no definite date on hand as to the necessity for continuing the present commodity rate but since that meeting the matter has been investigated and from the conditions developed it seems absolutely necessary that the rate in question be continued in effect. The competition which the manufacturers at Cincinnati must meet is that of manufacturers located at Chicago, Danville and Moline, Ill., from which points the rates to St. Louis are subject to the Ill. Railroad Commissioner Class'n. and by reference to this issue it will be noted that Wood Mantels, L. C. L., are subject to 2nd class rate as compared with Official Class'n. rating of 1½ times 1st class. Rate from Chicago to E. St. Louis, 2nd class is 38 cents per 100 lbs., and of course the manufacturers at Cincinnati cannot very well compete against this with rate of 60 cents per 100 lbs. We would therefore suggest the continuation of special rate of 40 cents per 100 lbs. to apply from Cincinnati and Louisville to East St. Louis, letting the Class'n basis govern eastbound.

Will you kindly submit the matter to interested lines soliciting prompt replies in order that the trade of the Cincinnati manufacturers at St. Louis may not be disturbed?"

Please favor me with prompt reply giving your views on proposition to make rate 40 cent per cwt. from Cincinnati-Louisville, etc., to East St. Louis, Official

Class'n. basis to apply from E. St. Louis (Eastbound.)

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 131;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 6, 1905.
Files B-486 A-114.

CIRCULAR LETTER NO. B-188.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-182, dated May 20th, regarding establishing rate of 12 cents per 100 lbs., C. L., on Canned Goods from Louisville, Ky., to East St. Louis, Ill., and Circular Letter No. B-186 dated May 29th, rate 11 cents per 100 lbs. on Whiskey in Wood, L. C. L., between Evansville, Ind., and Louisville, Ky.

After further investigation roads interested individually advise that it has been decided not to make effective the propositions in Circular Letters above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 132;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 31, 1905.
File B-389.

CIRCULAR LETTER NO. B-187.

Division of Rates Between Cincinnati and Louisville and Arkansas Points via East St. Louis.

To the Freight Committee.

Gentlemen:—As instructed at meeting May 19th, proceedings No. B-32, subject No. 21, I wrote May 22nd to Mr. J. A. Middleton, F. T. M., St. L. & S. F. R. R., and received reply by letter May 26th, file C-756, from Mr. J. F. Mace, A. G. F. A., as follows:

"Dear Sir:—Replying to yours of the 22nd, file B-389, I am sorry that we are not in position to subscribe to your proposition relative to rates and divisions from Cincinnati and Louisville to Arkansas local points."

This for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 133;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 29, 1905.
File No. A-114.

CIRCULAR LETTER NO. B-186.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member, as follows:

RATE ADJUSTMENT—Whiskey in Wood, Less Carloads, Between Louisville and Evansville.

In amendment No. 11 to their G. F. O. 662, the L. & N. publish rate of 11 cents hundred on Whiskey in wood, less carloads, between Louisville and Henderson, Ky. As a matter of principle, we have always taken the position that whatever rates are made between Henderson and Louisville must likewise apply between Louisville and Evansville. On this account, the Southern Railway has under consideration the making of rate 11 cents hundred on whiskey in wood, less carloads, between Louisville and Evansville. Please let me have views of other lines without delay and oblige."

Please favor me with your views on proposition to amend Joint Freight Tariff ICC. No. 9, naming rate on Whiskey in wood, L. C. L., 11 cents per 100 lbs. via Rail and 9 cents per 100 lbs. via Boat between Evansville, Ind., and Louisville, Ky., and Louisville Points.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 134;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 26, 1905.
File B-485.

CIRCULAR LETTER NO. B-185.

Conference with Chicago & Ohio River Committee.

To the Freight Committee.

Gentlemen:—Referring to meeting Cincinnati 19th inst., proceedings No. B-32, subject No. 23 and Circular Letter No. B-183, regarding conference with the Chicago & Ohio River Committee.

This is to advise that Sec'y Fulton informs me that roads members of the Chicago & Ohio River Committee will be represented at meeting June 2nd.

In accordance with above you are hereby requested to attend meeting in C. & O. R. Committee Rooms, Monadonock Block, Chicago, Friday, June 2nd, 10:30 a. m.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 135;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 23, 1905.
File B-310.

CIRCULAR LETTER NO. B-184.

Traffic to Indian and Oklahoma Territory.

To the Freight Committee.

Gentlemen:—As instructed at meeting Cincinnati 19th inst., see proceedings No. N-32, subject No. 22, I give below copy of letters on above subject.

"May 22, 1905.
B-310.

Mr. Geo. W. Cale,

Chairman, Indian & Oklahoma Con. Com., City.

Dear Sir:—At meeting of the Committee in Cincinnati 19th inst., the lines represented individually announced, that effective June 1st, 1905, they will not accept less than their full local rates from Cincinnati, Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee) to East St. Louis on traffic destined to Indian & Oklahoma Territory and that the Chairman be instructed to so notify

Southwestern Lines, through Mr. Geo. W. Cale, Chairman.

Please acknowledge receipt of this notice and oblige.

Yours respectfully,
(Signed) R. M. Fraser, Chairman."

"May 22, 1905.
O-878.

Mr. R. M. Fraser,
Chairman, 314-15 Wainwright Bldg., St. Louis, Mo.

Dear Sir:—I beg to acknowledge receipt of your comunication of the 22nd inst., file No. B-310, regarding divisions which Cincinnati-Louisville Lines will accept on traffic to Indian and Oklahoma Territories via East St. Louis, Ill.

Yours trurly,
(Signed) G. W. Cale, Chairman."
Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 136;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 23, 1905.
File B-485.

CIRCULAR LETTER NO. B-183.

Conference With Chicago & Ohio River Committee.

To the Freight Committee.

Gentlemen:—As instructed at meeting Cincinnati 19th inst., Proceedings No. B-32, subject No. 23, I communicated with Mr. C. E. Fulton, Secretary, regarding conference and he has issued a call sugesting that meeting be held in Chicago & Ohio River Committee Rooms, Chicago, Friday, June 2nd, 1905, 10:30 a. m.

On receipt please wire if you will be in attendance or

authoritatively represented if meeting is called for that date.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 137;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 20, 1905.
File B-486.

CIRCULAR LETTER NO. B-182.

Canned Goods, C. L., Louisville to East St. Louis.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"The Illinois Central, in their Tariff G-3605 carry rate of 14c per 100 on canned goods, C. L., from Owensboro, Ky., to St. Louis, Mo., equal to 12 cts. to East St. Louis, 2c beyond, while the classification basis which should apply is 15 cts. to East St. Louis or 17 cts. to St. Louis.

On this account the Southern Ry. has under consideration the adoption by its line of 12 cts. hundred on canned goods, C. L. Official Class'n. minimum, from Louisville to East St. Louis. Please obtain views of other lines and advise."

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. B-42, naming rate on Canned Goods 12c per 100 lbs. C. L. minimum weight as per Official Class'n., Louisville to East St. Louis.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 138;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 20, 1905.
File B-308.

CIRCULAR LETTER NO. B-181.

Grain and Grain Products, Carloads.

To the Freight Committee.

Gentlemen: As instructed at meeting, Cincinnati, May 19th, I conferred with A. G. F. A., C., C., C. & St. L. Ry. regarding his Supplement No. 29 to C., C., C. & St. L. Ry. Joint Freight Tariff No. 1360, I. C. C. No. 1806, effective May 12th, 1905, and was informed that the naming of rates from East St. Louis, Ill., in said issue was an error, and a new Supplement or Amendment would be issued immediately, effective on legal notice, correcting the error.

This for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 139;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

Important.

St. Louis, Mo., May 12th, 1905.
File B-419.

CIRCULAR LETTER NO. B-180.

To the Freight Committee.

Gentlemen: At meeting of this Committee in Chi-

cago 11th inst. the following recommendations were adopted:

Recommended, That the Chairman appoint Special Committees to check the Commodity List and Rates now published in Tariff I. C. C. No. B-42 and Amendment No. 3, in effect between East St. Louis, Louisville and Louisville Points, and East St. Louis, Cincinnati and Cincinnati Points, for the purpose of making recommendation as to any change in list of Commodities or Rates that can be made and report to the Chairman at the earliest possible date, in order that he may transmit the Special Committee's recommedation by Circular Letter to the General Committee prior to meeting to be called at the New Seelbach Hotel, Louisville, Ky., May 19th at 10:00 a. m. Said committee to consist of 6 westbound roads, three at Cincinnati, three at Louisville and four eastbound roads, representing Cincinnati, Louisville, etc., from St. Louis.

The Committees above referred to and other members to meet on the 19th inst. for joint consideration and final action on the Special Committee's reports and it was, further

Recommended, That where individual Tariffs are in effect which have not been sanctioned by this Committee that all roads publishing the same furnish said Special Committees with copies thereof.

The representatives of roads named below were appointed to act on said Special Committees:

At Cincinnati—B. & O. S. W. R. R.; C., C., C. & St. L. Ry.; P., C., C. & St. L. Ry.; S. T. McLaughlin, Chairman.

At Louisville—L. H. & St. L. Ry.; Southern Ry.; B. & O. S. W. R. R.; L. J. Irwin, Chairman.

At E. St. Louis—Southern Ry.; L. H. & St. L. Ry.; B. & O. S. W. R. R.; Vandalia R. R.; R. A. Campbell, Chairman.

According to the records in this office, there are in effect the Individual Tariffs named below and possibly others, of which we have not been advised.

Sand, all kinds—Mo. Pac. Tariff, No. 18-12332-C and Division Sheet No. 1, effective April 13th, 1905.

Missouri Pits to Louisville, Ky., $1.60 per net ton.

Missouri Pits to New Albany, Ind., $1.50 per net ton.

Via B. & O. S. W. R. R. and Southern Ry., only.

Bar Iron, Cast Iron Pipe, Etc.

L. H. & St. L. Ry. Tariff A-441, I. C. C. No. 254, effective Sept. 17th, 1904.

Southern Ry. Tariff C-469, effective Sept. 10th, 1904.

B. & O. S. W. R. R. Tariff I. C. C. No. 4499, effective Feb. 28th, 1905.

Ill. Cent. R. R. Supplement No. 4 to Tariff G-3605 and Tariff A-13781.

Scrap Iron.

B. & O. S. W. R. R. Special Tariff No. B-64, I. C. C. No. 4209, effective Jan. 1, 1905.

C., C., C. & St. L. Ry. Supplement No. 8 to Joint Freight Tariff 1495 (I. C. C. 1861), effective April 8th, 1905.

Southern Ry. Tariff I. C. C. No. C-463, effective Aug. 20th, 1904.

Vandalia R. R., Supplement No. 8 to Joint Freight Tariff No. 2093, effective Feb. 26th, 1905.

L. H. & St. L. Ry. Tariff No. 476, I. C. C. No. 290, effective April 14th, 1905.

Wheat, Proportional.

B. & O. S. W. R. R. Tariff No. B-202, I. C. C. No. 4226, effective Sept. 19th, 1904.

Grain, Proportional.

Southern Ry. Tariff I. C. C. No. 344, effective June 26th, 1903.

C., C., C. & St. L. Tariff X-2918, I. C. C. No. 1862, effective May 14th, 1903.

B. & O. S. W. R. R. Tariff No. B-109, I. C. C. No. 3591, effective May 14th, 1903.

Cotton Seed Oil.

Southern Ry. Supplement No. 3 to I. C. C. No. C-179, effective March 10, 1903.

Ill. Cent. R. R. Supplement No. 2 to Tariff A-3896, effective May 3, 1902.

B. & O. S. W. R. R. Division Sheet No. F-1464 and F-1533, effective May 24th, 1902, and Sept. 8th, 1902.

Trusting that the Special Committee will give this subject immediate attention, advising me of the recommendations, I am,

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 140;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 1st, 1905.
File B-310.

CIRCULAR LETTER NO. B-179.

To the Freight Committee.

Gentlemen: You are hereby requested to attend a meeting in the Office of the Indian & Oklahoma Conference Committee, Fullerton Bldg., St. Louis, Wednesday, May 17th, 10:00 a. m., in accordance with letter from Mr. Geo. W. Cale, Chairman, as follows:

"At meeting of the Committee on April 24th, consideration was given the question of divisions from Louisville Territory via Mississippi River Crossings, Cairo and North, and the Chairman was instructed to communicate with you with a view to having you arrange at as early date as possible, joint conference between members of a Committee from this organization and a Committee representing Louisville-Mississippi River Lines, Cairo and north.

I would thank you to make arrangements for such a conference so far as your Committee is concerned, and would appreciate a reply from you on the subject at your earliest convenience."

Please advise promptly whether you will be present or authoritatively represented.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 141;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 22, 1905.
File B-482.

CIRCULAR LETTER NO. B-178.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-176, dated April 17th, regarding establishing rate of 13 cts. per 100 lbs., C. L., on Farm Wagons from Louisville, Ky., to East St. Louis, Ill.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 142;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 22, 1905.
File B-310.

CIRCULAR LETTER NO. B-177.

Division of Rates from Louisville to Indian & Oklahoma Territory.

To the Freight Committee.

Gentlemen: This is to advise that answers to Circular Letter No. B-172, April 5th, 1905, have been received from all roads, members of this Committee, to the effect that they favor the proposition to demand full local rates to East St. Louis on this traffic, or that they are not interested.

In view of the above all roads having percentage divisions in effect with Eastern Roads are expected to give proper notice of their cancellation and furnish this office with a copy of said notice.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 143:" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 17, 1905.
File B-482.

CIRCULAR LETTER NO. B-176.

Rate on Farm Wagons, Louisville to East St. Louis.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"On farm wagons, C. L. minimum 20,000 lbs., the Illinois Central in Supplement 5 to their I. C. C. 2424, carry proportional rate of 13 cts. hundred from Owensboro to East St. Louis, destined Kansas City.

We have large interests at Louisville and Louisville rate points on our line in Indiana, on which account the Southern Ry. has under consideration the adoption by its line of the following rate, viz.: Farm Wagons, C. L., minimum 20,000 lbs., Louisville to East St. Louis when destined Missouri River Points 13 cts. hundred.

Based on this information, please let us have views of other lines and oblige."

Please favor me with your views on proposition to amend Joint Proportional Tariff I. C. C. No. B-43, naming rate on Farm Wagons, 13 cts. per 100 lbs., C. L. minimum 20,000 lbs., Louisville to East St. Louis, when destined to Missouri River Points.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 144;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 13, 1905.
File A-120.

CIRCULAR LETTER No. B-175.

Rate on Burlap Bags, C. L. and L. C. L., Between Evansville and Louisville, New Albany and Jeffersonville.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"The L. & N. R. R. in Amendment No. 10 to their Tariff G. F. O. 662, effective April 5th, 1905, publish

on Burlap Bags, C. L. and L. C. L., the following rates from Louisville to Owensboro and Henderson, viz.: C. L. minimum 24,000 lbs., 10 cts., L. C. L. 15 cts.

On this account, the Southern Ry. has under consideration the adoption by its line of the same rates between Evansville and Louisville, New Albany and Jeffersonville. Based on this information, please let me have views of the other lines and advise promptly."

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. No. 9, naming rate on Burlap Bags, 10 cts. per 100 lbs., C. L. minimum 24,000 lbs. and 15 cts. per 100 lbs. on L. C. L. via Rail, and 8 cts. per 100 lbs., C. L. and 13 cts. per 100 lbs., L. C. L. via Boat between Evansville, Ind., and Louisville, Ky., and Louisville Points.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 145;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 12, 1905.
B-420.

CIRCULAR LETTER NO. B-174.

Rates on White and Red Lead and Litharge.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"The present rate on White Lead in Oil, C. L. from Cincinnati, Ohio, to Chicago, Ill., is twelve cents per cwt. Until recently this same rate has applied between Cincinnati and St. Louis but for some reason was withdrawn.

In view of the fact that the rate to Chicago still remains at twelve cents, in my opinion the 12-cent rate should be restored from Cincinnati, Ohio, to East St. Louis, and I would be glad if you would submit proposition to the other members of the St. Louis-Cincinnati-Louisville Freight Committee as to the restoration of said rate."

The rate as now published in tariff I. C. C. B-42 is in line with C. F. A. Info. No. 5715.

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. No. B-42, naming rate of 12 cts. per 100 lbs. between East St. Louis-Cincinnati and Louisville on Lead, White or Red and Litharge in straight or mixed C. L. (valuation restricted to $125.00 per ton), minimum weight 40,000 lbs. This being the same as published by C. & O. R. Committee in Through Freight Tariff No. 48.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 146;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 6, 1905.
File A-118.

CIRCULAR LETTER NO. B-173.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-171, dated March 29th, regarding establishing rate of 5 cts. per 100 lbs., C. L., on Fire Brick from Louisville, Ky., to Evansville, Ind.

After further investigation roads interested individually advise that it has been decided not to make ef-

fective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 147;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 5, 1905.
File B-310.

CIRCULAR LETTER NO. B-172.

To the Freight Committee.

Gentlemen: I am today in receipt of letter 4th, file CC-279 from A. G. F. A., Southern Ry., as follows:

"At the present time there is in effect percentages from Louisville to Indian and Oklahoma Territories on basis of 20 per cent from Louisville to East St. Louis. The Baltimore & Ohio Southwestern-Louisville, Henderson & St. Louis and Southern Railways have announced their intention of demanding full rate to East St. Louis on this traffic.

Please be kind enough to take this question up with all lines, members of your Committee, requesting their individual views."

Kindly advise if you propose to take similar action and send me copy of your cancellation notice and oblige.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 148;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 29th, 1905.
File A-118.

CIRCULAR LETTER No. B-171.

Rates on Fire Brick, Louisville to Evansville.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"The present rate on fire brick, carloads, East St. Louis to Evansville, is 5 cts. per 100 lbs., minimum weight 30,000 lbs. The distance from East St. Louis to Evansville is 165 miles. The present rate from Louisville is $1.75 per ton, minimum 40,000 lbs.

I understand the fire brick manufactured at East St. Louis is a higher grade of brick and higher priced brick than the fire brick manufactured at Louisville, and complaint is made of the difference in rate. I feel that we cannot consistently require a higher rate from Louisville to Evansville than is in effect from East St. Louis to Evansville. Will you, therefore, submit to the members of the Committee proposition to apply rate of 5 cts. per 100 lbs. Louisville to Evansville, minimum 30,000 lbs.?"

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. No. 9, naming rate of 5c per 100 lbs. on Fire Brick, C. L., minimum weight 30,000 lbs., Louisville, Ky., to Evansville, Ind.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 149;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 13, 1905.
File B-376.

CIRCULAR LETTER NO. B-170.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-168, dated Feb. 25th, regarding establishing rate of $1.50 per net ton, C. L., on Sand from Missouri Pits to New Albany, Ind., etc.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 150;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 4, 1905.
File B-300.

CIRCULAR LETTER NO. B-169.

To the Freight Committee.

Gentlemen: I am today in receipt of the following letter from A. G. F. A., Southern Ry.

"The Southern Ry. has under consideration the adoption by its line of the following rate, viz.: 10 cts. per 100 on car bolsters carload minimum per Official Class'n., from East St. Louis, Ill., to Jeffersonville, Ind., to expire with conclusion of order or about July 31st.

These bolsters are for Southern Ry. equipment now being built by the American Car & Foundry Co.

Please communicate this to the other lines for their information."

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 151;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 25, 1905.
File B-376.

CIRCULAR LETTER NO. B-168.

To the Freight Committee.

Gentlemen: I am today in receipt of the following letter from a member:

The Southern Ry. has under consideration the adoption by its line of the following rates, viz.: Sand, carload minimum weight 40,000 lbs., from Missouri Pits to New Albany, Ind., the same as in effect to Gas Belt Points, viz.: $1.50 per net ton, dividing 50 cts. to East St. Louis, $1.00 beyond, to Louisville, bridge toll higher.

Based on this information, please let me have views of the other lines."

The present authorized rate is from Missouri Pits to Cincinnati-Louisville-New Albany-Jeffersonville and other Committee points, $1.80 per net ton, divided: Missouri Pits to East St. Louis, 50 cts.; East St. Louis to Cincinnati, Louisville, New Albany, Jeffersonville, etc., $1.30 per net ton.

For correspondence regarding rates on Sand from Missouri Pits, see Circular Letters B-153, B-156, B-159, B-163 and B-167, also see proceedings No. B-30, Jan. 25th, 1905.

The rate in effect from Missouri Pits to Gas Belt Points is as stated above.

Please answer promptly giving your views on the above proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 152;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 15, 1905.
File B-276.

CIRCULAR LETTER NO. B-167.

Through Tariffs and Division Sheets to Be Published by Western Roads on Sand From Missouri Pits.

To the Freight Committee.

Gentlemen: Referring to action of meeting Jan. 25th, proceedings No. B-30 and Circular Letter No. B-163, Feb. 3rd, 1905, on above subject.

This is to advise that the St. Louis & San Francisco R. R. (Frisco System) Joint Through Tariff No. 162-D, I. C. C. No. 4351, effective Feb. 6th, 1905, names rate City and Pacific, Mo., to Cincinnati and Louisville, $1.80 on Sand, all kinds, C. L., minimum 40,000 lbs. Crystal per ton of 2,000 lbs. Division Sheet No. 1 to No. 162-D, effective Feb. 6th, 1905, provides for 50c per net ton to East St. Louis.

The Mo. Pac. Ry. Co. Joint Freight Tariff No. I. S.-12332-B, effective Jan. 2nd, 1905, I. C. C. 7296, names rate on White Sand, C. L., minimum 40,000 lbs., Pacific, Grays Summit and Silicia, Mo., to New Albany, Ind., $1.60 per ton of 2,000 lbs., and in amendment No. 3, effectve Feb. 6th, name rate to Cincinnati and Louisville, $1.80 per ton of 2.000 lbs. Division Sheet No. 1

to I-S-12332-B, effective Jan. 2nd, 1905, provides for rate 50c per net ton to East St. Louis.

The M., K. & T. advise in letter Feb. 6th, "We find no necessity for through tariffs and it is not our present intention to issue them."

This for your information in connection with action at meeting Jan. 25th and members should cancel their proportional tariffs effective not later than March 1st, 1905.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 153;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 13, 1905.
File B-313.

CIRCULAR LETTER NO. B-166.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-161, dated Jan. 27th, regarding establishing rate of 7½ cts. per 100 on Pig Lead and Spelter, carloads, East St. Louis to Cincinnati.

After further investigation roads individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 154;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 6, 1905.
File B-429.

CIRCULAR LETTER NO. B-165.

Rate on Zinc Oxide.

To the Freight Committee.

Gentlemen: C. F. A. Info. No. 5675, Feb. 3rd, names rate on Zinc Oxide, C. L., minimum weight 40,000 lbs., from East St. Louis, Ill., to all points in Central Freight Ass'n. Territory on basis of current sixth (6th) class rates.

Info. 5675 also cancels rates on Zinc Oxide named in Info. No. 4889.

Please favor me with your views on proposition to amend Joint Freight Tariff I. C. C. No. B-42, making 6th class (6th) rate (12 cts. per 100 lbs.), apply from East St. Louis to Cincinnati, Louisville, etc.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 155;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 6, 1905.
File B-300.

CIRCULAR LETTER NO. B-164.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"Dear Sir: In tariff I. C. C. B-42 a rate of 10 cts. per 100 lbs. between East St. Louis and Louisville, Jeffersonville and New Albany is provided to apply on iron articles, as follows:

"Iron, angle, band, bar, beams, boiler, forgings, hoop, nails in kegs or boxes, sheet, steel plates and wire, C. L., minimum weight 40,000 lbs."

The list of articles taking the 10 cents rate as mentioned above was furnished you, as we understand it, by one of the members of the Committee, the list not having been specifically reviewed by other members.

As we understand the situation the rate of ten cents per 100 lbs. was considered necessary in view of rates in effect from Chattanooga and by reference to Manufactured Iron Tariff, No. 12, effective Sept. 16th, 1904, issued by Q. & C. Route we note the special rate in effect from Chattanooga to East St. Louis applies only on iron as follows:

"Bar, band, boiler, plate and rod."

Other shapes of iron including nails being subject to a higher rating.

In our opinion 10 cent rate between Louisville and East St. Louis should be restricted to apply only on articles taking special commodity rate from Chattanooga, i. e., Bar, band, boiler, plate and rod iron, carload, other kinds of iron including nails to be restored to the basis now in effect between other C. F. A. points, i. e. 10 per cent above 6th class rates.

Will you kindly submit this proposition to others interested by Advice Letter and if favorable views are expressed please arrange for necessary amendment to tariff B-42 to cover."

Please favor me with your views as to whether Joint Freight Tariff I. C. C. B-42 shall be amended naming rate of 10 cts. per cwt. between E. St. Louis, Louisville, Jeffersonville and New Albany to apply only to Bar, Band, Boiler, Plate and Rod Iron, C. L., minimum 40,000 lbs.

The list of articles taking 10 cent rate as now published, was furnished as provided for at conference in-

Chicago, Dec. 10-12th, 1902, shown in proceedings issued by Mr. C. E. Fulton.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 156;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 2, 1905.
File B-376.

CIRCULAR LETTER NO. B-163.

Through Tariffs and Division Sheets to Be Published by Western Roads on Sand From Missouri Pits.

To the Freight Committee.

Gentlemen: Referring to action of meeting Jan. 25th, proceedings B-30 on Sand from Mo. Pits. For your information I give below copy of letter to Messrs. Groseclose, Lincoln and Voorhees, and attach copy of Circular Letter No. 283 of St. Louis Eastbound Freight Committee on the same subject:

"Dear Sir: At meeting of this Committee in Cincinnati, Jan. 25th, the subject of initial roads publishing Through Rates and Divisions on Sand from Mo. Pits to Cincinnati, Louisville and points under the jurisdiction of this Committee was under consideration and action taken as follows:

"Whereas, It is the sense of this Committee that in order to protect the present rate adjustment as between Missouri and Illinois Pits, it is necessary for Western Roads to publish through tariffs and division sheets and for Eastern Roads to cancel their proportional rates from East St. Louis to Louisville, Cincinnati, etc.

Resolved, That the Chairman so advise Western Roads, requesting them to publish through rates and divisions."

The rates referred to are those applying on Sand, C. L., minimum 40,000 lbs., from Missouri Pits; Crystal City, Klondike, Pacific and Silicia, Mo., $1.80 per net ton, divided, from pits to E. St. Louis 50 cts.; E. St. Louis to Cincinnati, Louisville, etc., $1.30 per ton.

In undertaking to accept a less rate on this through traffic than on local shipments, it was the understanding that Through Tariffs and Division Sheets would be published by initial roads and as the failure to enforce that rule and a continuance of the present manner of handling the traffic will undoubtedly result in rates being reduced from other points in C. F. A. territory, the above action is deemed necessary for the protection of all.

As the rates published on the several kinds of Sand in St. Louis-Cincinnati-Louisville Frt. Committee Joint Freight Tariff I. C. C. No. B-42 (copy attached), and future issues will undoubtedly be demanded from East St. Louis on and after March 1st, 1905, on all shipments not covered by Through Tariffs and Division Sheets, I trust that you will see proper to issue same effective not later than March 1st, 1905, and furnish me with a copy.

Please acknowledge receipt of this letter with your decision on the subject and oblige."

Yours respectfully,

On receipt of replies from Western Roads will advise by Circular Letter.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 157;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 1, 1905.
File B-323.

CIRCULAR LETTER NO. B-162.

To the Freight Committee.

Gentlemen:—I am today in receipt of the following letter from a member:

"I am in receipt of copy of supplement No. 7 to B. & O. S. W. Tariff ICC. 4032, effective Feb. 1st, 1905, naming rate of $1.25 per ton on Gas House Coke, carloads, Cincinnati to East St. Louis.

The rate carried in present issue of your tariff is $1.40, and in reply to my request to Mr. McLaughlin, regarding the rate named in his tariff he replies that same is in accordance with agreement made between the various Cincinnati Lines on Nov. 10th, 1904. Please submit to interested lines proposition to publish this rate in current issue of joint tariff from Cincinnati, Louisville, etc., to East St. Louis."

Kindly advise your views as to whether Joint Freight Tariffs ICC. B-42 and ICC. A-9, shall be amended naming rate of $1.25 per net ton on Gas House Coke, C. L., from Cincinnati and Louisville to East St. Louis and from Cincinnati to Evansville.

Present rate, $1.40 from Cincinnati and Louisville to East St. Louis and from Cincinnati to Evansville.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 158;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 27, 1905.
File B-313.

CIRCULAR LETTER NO. B-161.

To the Freight Committee.

Gentlemen:—The following letter from a member was submitted at meeting of the Committee 26th, and ordered transmitted by Circular Letter to the members.

"Dear Sir:—Will you please present for consideration of the Committee, the proposition to reduce the present rate of 10 cents per 100 lbs. on pig lead and Spelter from East St. Louis to Cincinnati 17½ cents per 100 lbs.

We have had considerable objection to this rate and applications for reduction, based upon the rates in effect upon like articles to Eastern Points, viz: New York 15½ cents, Philadelphia 13½ cents and Baltimore 12½ cents per 100 lbs. It is claimed that the maintenance of this rate of 10 cents to Cincinnati puts that point commercially out of line in the handling of pig lead and products manufactured therefrom."

Please favor me with your views on the proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 159;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 19, 1905.
File B-313.

CIRCULAR LETTER NO. B-160.

To the Freight Committee.

Gentlemen:—I am today in receipt of the following telegram from a member:

"In view of rate of one eighty per gross ton in effect on Scrap Iron, Ohio River to Chicago, we recommend publication of same rate, Louisville and Cincinnati to East St. Louis. Please submit to members at once, requesting that their views be expressed by wire as immediate action is necessary."

Kindly advise me your views by wire as to whether Joint Freight Tariff ICC. B-40 shall be amended naming rate of $1.80 per gross ton on Scrap Iron, C. L., from Cincinnati and Louisville to East St. Louis.

Present rate $2.00 westbound and $1.70 eastbound as per Tariff ICC. B-No. 40.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 160;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 7, 1905.
File B-376.

CIRCULAR LETTER NO. B-159.

Sand from Missouri Pits.

To the Freight Committee.

Gentlemen:—Referring to Circular Letters No. B-153 and B-156, this is to advise that Joint Propor-

tional Tariff ICC. No. B-41 will not be amended to cover this traffic, as two thirds of the members do not favor the proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 161;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 7, 1905.
File B-437.

CIRCULAR LETTER NO. B-158.

Application for Membership by Chicago & Alton Ry.

To the Freight Committee.

Gentlemen:—After correspondence with Mr. R. D. Yoakum, A. G. F. A., C. & A. Ry., on the above subject, I am in receipt of letter as follows:

"St. Louis, Mo., Jan. 6th, 1905.
File 10002.

"Dear Sir:—Beg to acknowledge receipt of yours of Dec. 27th, File B-437, enclosing copy of the Articles of Organization of this Committee.

This company is agreeable to each of the Articles enumerated in the copy which you sent me, and I will be glad to have you consider this as an application of membership in said Committee from the Chicago & Alton Ry. Co.

Yours truly,
(Signed) R. D. Yoakum, A. G. F. A."

Please advise promptly your vote on the proposition.

Unless negative votes are received on or before Thursday, 12th inst., I will understand that there is no

objection and will notify A. G. F. A. C. & A. Ry. accordingly.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 162;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 27, 1904.
File B-313.

CIRCULAR LETTER NO. B-157.

Rate on Scrap Iron, East St. Louis to Louisville and Cincinnati.

To the Freight Committee.

Gentlemen—Referring to Circular Letter No. 155, Dec. 17th, on above subject. This is to advise that all roads do not favor the proposition to restore the rate January 1st, or name an early date thereafter.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 163;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 19, 1904.
File B-376.

CIRCULAR LETTER NO. B-156.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-153, dated Dec. 2nd, regarding establishing through

rate of $1.80 per net ton on Sand, all kinds, carloads, from Missouri Points to Cincinnati, Louisville and Committee points taking same rate. Roads interested individually advise as being in favor of the proposition.

As Western roads decline to publish through rates on Sand from Missouri Pits to points in C. F. A. Territory, it will be necessary for interested roads to publish individual tariffs on this traffic in line with action of members, St. Louis Eastbound Freight Committee, shown in proceedings No. 100, Sept. 30th, and Circular Letter No. 258, Oct. 12, 1904, unless this office is instructed to amend Joint Proportional Tariff I. C. C. B-41, naming rate on sand, all kinds, (when from Missouri pits) C. L., minimum 40,000 lbs. unless capacity of car is less, but not less than 30,000 lbs. $1.30 per net ton, East St. Louis to Cincinnati, Louisville, etc. In the absence of instruction from two thirds of the members to amend Joint Proportional Tariff, as explained above, I will understand that through rates will be established by individual tariffs and copy sent me.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 164;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 17, 1904.
File No. B-313.

CIRCULAR LETTER NO. 155.

To the Freight Committee.

Gentlemen:—A member of both the St. Louis Eastbound and St. Louis-Cincinnati-Louisville Committees, writes me regarding reduction in rates on Scrap Iron, East St. Louis to Terre Haute, in which he says:

"It is our understanding that the lines from East St. Louis to Louisville and Cincinnati were not especially averse to advancing the rate on Scrap Iron, effective Jan. 1st. Will you kindly advise if this is the case? If the Louisville and Cincinnati rate is to be advanced on that date, we are willing to allow our rate to stand as it is."

The subject of rate on Scrap Iron, East St. Louis to Cincinnati and Louisville was transmitted to members by Circular Letters No. B-136, B-138, B-140 and B-145.

Please advise whether you will restore rate of $1.70 per ton on Scrap Iron, C. L., East St. Louis to Cincinnati-Louisville and Points taking same rates, effective Jan. 1st, 1905, or name an early date therafter on which you will restore rate.

Prompt reply requested. On receipt of answer from all members result will be comunicated by Circular Letter.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 165;" as follows:

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 5, 1904.
Files B-478 & 4313.

CIRCULAR LETTERS NOS. 272 & B-154.

Rule 27—Official Classification No. 25.

To the Freight Committee.

Gentlemen:—As instructed at meeting of the St. Louis Eastbound Freight Committee, Dec. 2nd, I give below copy of letter to and from Chairman, Official Class'n Committee, regarding rule 27, Official Class'n No. 25.

"St. Louis, Oct. 31, 1904.
4313.

Mr. C. E. Gill,
Chairman, New York, N. Y.

Dear Sir:—At meeting of the Committee 28th the subject of Rule 27, Official Class'n not being enforced, was under consideration in connection with letter Oct. 19th, file A-14671 from Chief Inspector Rainer, and it was

Moved, That attention of Chairman, Official Class'n Committee be called to the fact that opinion expressed by members of this Committee is to the effect that the minimum for cars, provided under Rule 27, cannot be enforced under law, when a short car is ordered and a longer car furnished and it is demonstrated that the shipment can be actually loaded on a car of the size ordered, and request that the Official Class'n Committee give the matter consideration with the view of remedying the situation.

Please have this matter given early attention and oblige. Yours respectfully,

(Signed) R. M. Fraser, Chairman."

"New York, Nov. 2nd, 1904.

SUBJECT: Rule 27 Official Class'n No. 25.

Mr. R. M. Fraser,
Chairman, St. Louis, Mo.

Dear Sir:—I have your favor of October 31st, file 4313, in reference to resolution adopted at meeting of the St. Louis Eastbound Frt. Committee on Oct. 28th, relative to this subject.

As you are doubtless aware, it is a common practice for shippers to order short cars when they know same cannot be furnished and when they actually cannot use them, with the view of securing a longer car at the lower minimum, and unless Rule 27 is strictly observed, which is generally the case throughout the territory using the Official Class'n, it will of course demoralize the large benefits received by the carriers in the

way of increased minimum weights upon cars in excess of standard lengths. Our Committee have frequently considered the phase of the situation referred to in the resolution in question, and are unanimous in the opinion that we can legally enforce the prescribed minimum carload weight upon any car that is accepted by the shipper and loaded by him, irrespective of the length of car ordered; therefore, I see no reason why they would view the subject differently if again represented for consideration, which, however, I will arrange to do at our next regular meeting.

Yours truly,
(Signed) C. E. Gill, Chairman."
Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 166;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 2nd,1904.
File B-376.

CIRCULAR LETTER NO. B-153.

To the Freight Committee.

Gentlemen:—I am in receipt of letter from a member as follows:

"Dear Sir:—My attention has been called to Supplement No. 7 to Western Trunk Line tariff No. 621, providing for rate on Sand, carloads, Illinois pits, viz: Millington, Ottawa, Utica and Wedron, Ill., to Cincinnati, $1.80 per ton.

The present rate from East St. Louis to Louisville on glass sand is $1.50 per ton, which added to rate from the pits to East St. Louis, viz: 50 cents per ton, makes a through rate of $2.00 per ton, placing those pits at a disadvantage of 20 cents per ton. We therefore suggest establishment of through rates of $1.80

per ton on sand, all kinds, from Missouri pits to Cincinnati, Louisville and Committee points taking those rates, divided, pits to East St. Louis 50 cents, East St. Louis to Cincinnati, Louisville, etc., $1.30, minimum marked capacty of car; or if it is preferred, proportional rate of $1.30 per ton from East St. Louis to Cincinnati, Louisville, etc., same minimum.

Please submit this to interested lines for their views advising result."

Please answer promptly giving your views.

As the Western Roads have recently declined to publish Tariffs naming through rates on Sand from Missouri Pits to C. F. A. points, they will probably decline issuing them on this traffic.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 167;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 30th, 1904.
File B-437.

CIRCULAR LETTER NO. B-152.

Application for Membership by C. P. & St. L. Ry.

To the Freight Committee.

Gentlemen:—After correspondence between Mr. A. H. McLeod, F. T. M., C. H. & D. Ry., Mr. W. M. Bushnell, G. F. A. C. P. & St. L. Ry. and myself, on the above subject, I am in receipt of letter as follows:

"St Louis, Mo., Nov. 29, 1904.
560.

"Dear Sir:—In response to your favor of Nov. 25th, file B-437, beg to request that you consider this letter a formal application for membership of the C.

P. & St. L. Ry. Company in the St. Louis-Cincinnati-Louisville Freight Committee.

Awaiting your further pleasure in the matter, I beg to remain, etc.

Yours very truly,

(Signed) W. M. Bushnell, G. F. A."

Please advise promptly your vote on the proposition. Unless negative votes are received before Monday, Dec. 5th, I will understand that there is no objection and will notify G. F. A. C. P. & St. L. Ry. accordingly.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 168;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 10, 1904.
File B-392 and A-118.

CIRCULAR LETTER NO. B-151.

Rate on Glass Bottles, Carloads.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"In view of the 12 cent rate established by the Illinois Terminal Ry. in connection with the T., St. L. & W. from Alton, Ill., to Both Louisville and Cincinnati it will be our purpose to publish the same rate from East St. Louis to Cincinnati and Louisville, and 10 cts. from Evansville to those poin s, C. L., minimum weight 26,000 lbs.

Based upon this information please obtain views of the other lines and advise promptly."

Rates in effect at present (all rail), C. L., minimum weight 26,000 lbs., as follows:

Between East St. Louis and Cincinnati and Louisville 5th class, 15 cts. per 100 lbs. Between Evansville and Cincinnati 5th class, 15 cts. per 100 lbs. From Louisville to Evansville 5th class, 12 cts. per 100 lbs. From Evansville to Louisville 10 cts. per 100 lbs. as per Amendment No. 3 to I. C. C. No. 8.

Please answer promptly giving your views.

If you favor the proposition state whether tariffs shall be amended making reduced rates apply from East St. Louis and Evansville only, or be made to apply between East St. Louis, Evansville, Louisville and Cincinnati, usual differential via Boat.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 162;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 1, 1904.
File B-322.

CIRCULAR LETTER NO. B-150.

To the Freight Committee.

Gentlemen: I am today in receipt of letter Oct. 31st, file 39033, from G. F. A., B. & C. S. W. R. R., as follows:

"On unmanufactured tobacco in hhds. originating at points in Kentucky and destined to St. Louis, Mo., the lines from Louisville to East St. Louis have, for some time past, been applying a proportional rate of 10 cts. per 100 lbs.

In order to keep Cincinnati gateway in line we find it necessary to establish same proportional rate from Cincinnati to East St. Louis as in effect from Louis-

ville and we have therefore issued special tariff to cover rate of 10 cts. per 100 lbs. on unmanufactured tobacco in hhds. any quantity, from Cincinnati and also Louisville to East St. Louis, same to become effective on legal notice and to apply only as proportional rate on shipments originating at Kentucky points or at Ohio River landings.

Will you kindly advise other roads interested?

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 170;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 29, 1904.
File A-118.

CIRCULAR LETTER NO. B-149.

Rate on Glassware.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-148, Oct. 20th, regarding rate of 15 cts. per 100 lbs. on Glassware, n. o. s., C. L., minimum 20,000 lbs., Evansville, Ind., to Louisville, Ky.

The roads interested individually advised not to make effective the proposition in Circular Letter above referred to.

I am, however, in receipt of letter 28th, file C-C-66, from A. G. F. A., Southern Ry., as follows:

"We have looked into this matter carefully and our investigation justifies the notice, that effective on legal notice, we will make rate from Evansville to Louisville

on glassware, n. o. s., in carloads, minimum 20,000 lbs., 15 cts. per 100 lbs."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 171;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 20, 1904.
File A-118.

CIRCULAR LETTER NO. B-148.

Rate on Glassware.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"Our company has in view the establishment of a 15c rate on glassware, n. o. c., carloads, minimum 20,000 lbs., Evansville to Louisville, on account of river competition.

Please be kind enough to submit this to other members for their views and let me hear from you."

Official Class'n. rating is on Glassware, N. O. S., in packages, any quantity, "Rule 25" or 20 cts., all rail, Evansville to Louisville.

Please favor me with prompt reply, giving your views on the proposition.

Respectfully,

R. M. Fraser, Chariman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 172;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 9, 1904.
File B-366.

CIRCULAR LETTER NO. B-147.

To the Freight Committee.

Gentlemen: Referring to Circular Letters No. B-139-B-142 and B-146, regarding establishing rate of $1.60 per net ton on Cast Iron Pipe, carloads, Louisville to East St. Louis.

I am in receipt of letter 8th from A. G. F. A., So. Ry., as follows:

"Please refer to my letter to you under date of the 2nd inst.

We cannot consistently carry a higher rate on bar iron in carloads than on cast iron pipe, and, in issuing our tariff to cover cast iron pipe, we also included bar iron.

It might be well to docket the question of our action for consideration at next meeting of the Committee."

This for your information and subject will be on docket for consideration at next meeting.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 173;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 3, 1904.
File B-368.

CIRCULAR LETTER NO. B-146.

To the Freight Committee.

Gentlemen: Referring to Circular Letters No. B-139

and B-142, regarding establishing rate of $1.60 per net ton, on Cast Iron Pipe, carloads, Louisville to East St. Louis.

I am in receipt of letter 2nd from A. G. F. A., Southern Ry., as follows:

"I am in receipt of copy of Mr. J. B. Hill's letter to you on this subject under date of the 19th ult. in which Mr. Hill states the rate from Columbus, Cleveland, Massillon and New Comerstown was made $2.00 per ton to the Mississippi River on account of this rate being effective from Cincinnati, and I assume that the same reason would be given for the adjustment on account of the $2.00 rate being effective from Louisville.

Mr. Hill's position is inconsistent in the extreme. The distance from Cleveland to East St. Louis is 545 miles, Columbus 452 miles, Massillon 573 miles, New Comerstown 535 miles, as against our distance of 271 miles from Louisville. The distance from the former mentioned points you will note is double that from Louisville.

Until the lines operating from Columbus, Cleveland, Massillon and New Comerstown advance the rate to basis of $2.50 per ton to the Mississippi River, we shall insist upon the rate from Louisville to East St. Louis being made $1.60 per ton, and this is to advise that effective Sept. 10th, our rate on Cast Iron Pipe from Louisville to East St. Louis will be $1.60 per ton, and, as we cannot maintain a proportional rate to East St. Louis on business destined beyond less than the rate to East St. Louis proper, this rate will apply to East St. Louis proper as well as when destined beyond."

C. F. A. Information No. 4962, Feb. 20th, 1904, is the authority for the $2.00 rate referred to above.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 174;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 30th, 1904.
File B-313.

CIRCULAR LETTER NO. B-145.

To the Freight Committee.

Gentlemen: Referring to Circular Letters No. B-136, B-138 and B-140, regarding establishing rate of $1.40 per gross ton on Scrap Iron, East St. Louis to Louisville.

I am in receipt of the following letter from A. G. F. A., B. & O. S. W. R. R., dated Aug. 17th, file 22523.

"Your Circular Letter B-136 of the 9th inst. in regard to rates on Scrap Iron.

This is to advise that we publish, effective August 20th, rate of $1.40 per gross ton, East St. Louis to Louisville, New Albany and Jeffersonville."

I am also in receipt of letter 29th, file 72152 from G. F. A., B. & O. S. W. R. R., as follows:

"In view of the fact that rate on Scrap Iron, carloads, from East St. Louis to Jeffersonville, New Albany and Louisville and from East St. Louis to Chicago is $1.40 per gross ton, we find it necessary to establish the same rate from East St. Louis to Cincinnati and tariff covering this rate via our line will be made effective on Sept. 3rd, 1904.

Kindly advise others interested in this action."

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 175;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 29, 1904.
File B-308.

CIRCULAR LETTER NO. B-144.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-143, dated Aug. 25th, regarding establishing proportional rate of 7 cts. per 100 lbs. on Wheat, C. L., from Cincinnati to East St. Louis, when received from connections. I am in receipt of the following telegram from G. F. A., B. & O. S. W. R. R., dated Cincinnati, Aug. 27th.

"Yours date, advising that only one reply has been received to Circular Letter one forty-three. We cannot withhold action on this proposition any longer and as we do not believe that there will be any reasonable objection to proposed rate of seven cents per 100 lbs. we will take independent action and issue special tariff today to cover rate of 7 cts. per 100 lbs., as business must move at once. My 73270."

This for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 176;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 25, 1904.
File B-308.

CIRCULAR LETTER NO. B-143.

To the Freight Committee.

Gentlemen: I am in receipt of the following telegram from a member:

"Please obtain wire vote of interested lines on proposition to establish proportional rate of seven cents per hundred pounds Cincinnati to East St. Louis on Wheat from off connections at Cincinnati. This is same proportional rate as formerly in effect eastbound. Advise result of vote promptly, immediate movement offering."

Kindly advise your views by wire as to whether Joint Proportional Freight Tariff I. C. C. B-41 shall be amended naming rate of 7 cts. per 100 lbs. on Wheat, C. L., from Cincinnati to East St. Louis when received from connections at Cincinnati.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 177;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 24, 1904.
File B-368.

CIRCULAR LETTER NO. B-142.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-139, dated Aug. 15th, regarding establishing rate of $1.60 per net ton, on Cast Iron Pipe, carloads, Louisville to East St. Louis.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 178;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 24, 1904.
File B-368.

CIRCULAR LETTER NO. B-142.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-139, dated Aug. 5th, regarding establishing rate of $1.60 per net ton, on Cast Iron Pipe, carloads, Louisville to East St. Louis.

After further investigation roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence 'Complainant's Exhibit Fraser No. 179;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 22, 1904.
File B-445.

CIRCULAR LETTER NO. B-141.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"*Broom Corn—East St. Louis to Louisville.*

Please refer to your file D-445 regarding rate 25 cents per hundred on broom corn, carloads, E. St. Louis to Louisville, as proportion of through rate from points west where through tariffs have been issued by

Western Lines. I find that a number of the Western Lines are unwilling to publish through rates to Louisville and feel that it is necessary to arrange publication of the 25 cent rate East St. Louis to Louisville on proportional tariff as applying only on shipments originating at points west of the Mississippi River.

In addition to failure of Western Lines to publish through tariffs, I find that the rate referred to will be necessary in order to meet rates on Memphis combination and also to keep rates to Louisville in line with rates to other points, particularly to Evansville, Ind., to which point tariff from East St. Louis is 14½ cents.

Will you please submit to interested lines, members of the Committee, proposition to embody this rate in proportional tariff and if adopted, arrange publication of same at the earliest possible date.

Will be obliged if you will let this matter have immediate attention and advise me result as quickly as possible:"

See Circular Letter No. B-112, Jan. 30th, 1904, and proceedings No. B-25, Feb. 3rd, 1904.

Kindly advise your views as to whether Joint Proportional Freight Tariff ICC. B-41 shall be amended naming rate of 25 cents per 100 lbs. on Broom Corn, C. L., minimum 14000 lbs. from East St. Louis to Louisville, only.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 180;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 17, 1904.
File B-313.

CIRCULAR LETTER NO. B-140.

To the Freight Committee.

Gentlemen:—Referring to Circular Letters No.

B-136 and B-138, regarding establishing rate of $1.40 per gross ton on Scrap Iron, East St. Louis to Louisville.

I am in receipt of the following letter from A. G. F. A. Southern Ry., dated Aug. 15, file C-C-14.

"Yours of the 9th inst. file B-313, Circular Letter No. 138.

We have given this question further consideration and decided that it is proper to make effective rate of $1.40 per gross ton on Scrap Iron, East St. Louis to Louisville, Ky., and Louisville points, and this is to advise that we will make this rate effective Aug. 20th."

This for your information.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 181;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 15, 1904.
File B-368.

CIRCULAR LETTER NO. B-139.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"RATE ADJUSTMENT—Rate on Pipe from Louisville to East St. Louis.

The present rate on cast iron pipe from Louisville to East St. Louis is $2.00 per ton—from Cleveland and New Comerstown, Ohio, the rate is $2.35 per ton, but the lines leading from the latter mentioned points are making a rate of $2.00 per ton on Trans-Mississippi River business. I have positive evidence of this. On account of the action of lines leading from New Comerstown and Cleveland we should not hold a higher

rate than $1.60 per ton from Louisville to East St. Louis; but I doubt the advisability of making a proportional rate on business destined beyond, less than the rate to East St. Louis proper.

This is to advise of our intention of making effective a rate of $1.60 per ton from Louisville to East St. Louis, but before final action I will be pleased to have the views of other members of your committee."

Kindly advise your views as to whether Joint Freight Tariff ICC. B-40 shall be amended naming rate of $1.60 per net ton on Cast Iron Pipe, C. L., 18 inches or more in diameter, minimum 12 tons, less than 18 inches in diameter, 15 tons, from Louisville to East St. Louis.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 183;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 9, 1904.
File B-313.

CIRCULAR LETTER NO. B-138.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-136, dated Aug. 4th, regarding establishing rate of $1.40 per gross ton, on Scrap Iron, Carload.

After further investigation roads interested individually advise that it has ben decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 163;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 4, 1904.
File A-117.

CIRCULAR LETTER NO. B-137.

Wrapping Paper, Evansville to Louisville.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-134, dated July 26th, regarding establishing rate on Wrapping Paper, C. L., from Evansville to Louisville.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Charman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 184;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 4, 1904.
File B-313.

CIRCULAR LETTER NO. B-136.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"The present rate on Scrap Iron from East St. Louis to Louisville and Group is $1.70 per ton, and the rate from East St. Louis to Chicago is $1.40 per ton. The iron manufacturers at Louisville and New Albany cannot purchase scrap iron in this market as against

Chicago buyers; therefore, it is necessary that we make effective a rate from East St. Louis, not higher than the rate to Chicago.

Please be kind enough to present this question to the members of the St. Louis-Cincinnati-Louisville Freight Committee for their views and oblige."

In accordance with above, kindly advise your views as to whether Joint Freight Tariff ICC. No. B-40 shall be amended naming rate of $1.40 per gross ton on Scrap Iron, C. L., minimum 15 gross tons, from East St. Louis to Louisville, New Albany and Jeffersonville or shall the rate apply from East St. Louis to Cincinnati and Cincinnati Points, Louisville and Louisville Points.

Present rate $1.70 per gross ton, East St. Louis to Cincinnati and Louisville authorized at meeting held May 25th, 1904.

Prompt reply requested.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 185;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 28, 1904.
File B-476.

CIRCULAR LETTER NO. B-135.

Kitchen Safes, Louisville to East St. Louis.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-133, dated July 13th, regarding establishing rate of 17 cents per 100 lbs. on Kitchen Safes, C. L., from Louisville to East St. Louis.

After further investigation, roads interested individually advise that it has been decided not to make

effective the proposition in Circular Letter above refered to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 186;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 26, 1904.
File A-117.

CIRCULAR LETTER NO. B-134.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter:

"The Southern Railway has under consideration, the adoption via its line of the following rate, viz.: Wrapping Paper, C. L., minimum 40,000 lbs., from Evansville, Ind., to Louisville, Ky., 6 cents per 100 lbs.

Based on this information, please gain the views of the other lines interested.

Present rate, 6th class basis, via Rail 10 cents, via Boat 8 cents per 100 lbs., C. L., minimum weight as per Official Class'n.

Kindly advise your views as to whether Joint Freight Tariff ICC. No. 8 shall be amended naming rate of 6 cents via Rail and 5 cents via Boat per 100 lbs. on Wrapping Paper, C. L., minimum 40,000 lbs., from Evansville to Louisville.

Prompt reply requested.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 187;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 18, 1904.
File B-476.

CIRCULAR LETTER NO. B-133.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"RATE ADJUSTMENT—Kitchen Safes, Louisville to East St. Louis.

The Southern Ry, has under consideration adoption by its line of the following rates: Kitchen safes, K. D., C. L., minimum 24,000 lbs., from Louisville to East St. Louis, 17 cents per hundred.

Will advise that from Evansville to East St. Louis, on the same class of business, the rate is 11 cents hundred, minimum 24,000 lbs. The Louisville manufacturer cannot compete with any greater difference.

Based on this information, please gain views of the other lines, advising."

Present rate, Official Class'n basis, viz: 2nd class, 34 cents per 100 lbs., C. L., minimum 10,000 lbs., subject to rule 27.

Kindly advise your views as to whether Joint Freight Tariff ICC. No. B-40 shall be amended naming rate of 17 cents per 100 lbs. on Kitchen Safes, K D., C. L., minimum 24,000 lbs. from Louisville to East St. Louis.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 188;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 15, 1904.
File B-442.

CIRCULAR LETTER NO. B-132.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"Present classification makes rate on wool in grease, East St. Louis to Louisville 34 cents per 100 lbs. and scoured wool 40 cents per 100 lbs. There is a commodity rate in effect from East St. Louis to Western Termini Points on wool in grease of 33½ cents per 100 lbs. or ½ cent lower than the rate to Louisville. This very great difference in the rate tends to throw the wool from Louisville, and we must ask for reinstatement of the former rate of 25 cents per 100 lbs. from East St. Louis to Louisville, applicable only on wool in grease.

Please submit this for the views of other members of the Committee."

Present rate, East St. Louis to Louisville 34 cents, Official Class'n basis and East St. Louis to Western Termini 33½ cents as per C. F. A. Info. No. 5066.

Kindly advise your view as to whether Joint Freight Tariff ICC. No. B-40 shall be amended naming rate of 25 cents per 100 lbs. on Wool in Grease, any quanitity from East St. Louis to Cincinnati and Louisville.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 189;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 18, 1904.
File B-474.

CIRCULAR LETTER NO. B-131.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"My attention has been called to question of minimum weight on Potatoes, from Texas points to Cincinnati and Louisville. A claim is made that when the traffic moves via Memphis the minimum weight of 20,000 lbs. is protected through. As you are aware, the minimum north of Cairo and east of East St. Louis is 30,000 lbs.

The maintenance of this minimum weight via this gateway will naturally force the traffic via Memphis, in as much as the traffic will not load to the required weight of 30,000 lbs.

We would like to have you place before the Committee the advisability of participation in the through rate from Texas points to Cincinnati and Louisville, based on minimum of 20,000 lbs. As business is moving at the present time, we would ask that this matter be taken up by letter vote, in order to obtain as speedy action as possible."

Please advise your views by wire as to whether Joint Proportional Tariff ICC. B-39 shall be amended making minimum weight of Potatoes, C. L., 20,000 lbs. when from Texas points.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 190;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 6, 1904.
File B-473.

CIRCULAR LETTER NO. B-130.

Rate on Talc, C. L., Between E. St. Louis, Cincinnati and Louisville.

To the Freight Committee.

Gentlemen:—I am in receipt of the following letter from a member:

"I am in receipt of the following information from Mr. G. P. Biles:

"We have it in mind to issue rate of 10 cents per cwt. on talc, C. L., from Cincinnati to East St. Louis. This is same rate as applied on kaolin and ground clay, C. L., the present class rates on talc being too high to move the business. Please immediately advise if you have any objection to the proposed rate."

As this matter should be handled by the St. Louis-Cincinnati-Louisville Committee, we have so advised Mr. Biles. Will you please submit the proposition by Advice Letter and advise results?"

Please advise your views as to whether Joint Freight Tariff ICC. No. B-38 shall be amended establishing rate of 10 cents per 100 lbs. on Talc, C. L., minimum weight 40,000 lbs., except that when the marked capacity of car furnished is less than the minimum weight above prescribed, the marked capacity of car shall be the minimum weight, between East St. Louis, Cincinnati and Louisville.

Present rate 6th class, 12 cents per 100 lbs.

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 191;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 28, 1904.
File B-345.

Proposition To Except Enameled Brick from Commodity Rating.

To the Freight Committee.

Gentlemen:—In accordance with instructions at meeting 25th letter was written to the members on the above subject and I have reply by wire as follows:

"Your file B-345. We are opposed to any change in rates on Enameled Brick."

In view of the above the Tariff on this Commodity will not be changed.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 192;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 20, 1904.
File B-461.

CIRCULAR LETTER NO. B-129.

To the Freight Committee.

Gentlemen:—I give below copy of telegram received this a. m. from G. F. A. B. & O. S. W. R. R. regarding Return Transportation for Attendants in charge of Live Stock: Shipments has again been restored by Chicago Lines,—similar action followed by Indianapolis Roads. We will, therefore, effective May 23rd, restore our Circular granting return transportation from

Louisville and Cincinnati to attendants in charge of Live Stock.

S. T. McLaughlin."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 193;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 10, 1904.
File B-304.

CIRCULAR LETTER NO. B-128.

To the Freight Committee.

Gentlemen:

Shall the next regular meeting (May 25th), be held at Grand Hotel, Cincinnati, or at the Committee Room, Union Station, St. Louis?

In consequence of their not having been a meeting held in Cincinnati on the regular date (March 23rd), I deemed it advisable to ascertain where you wish the next meeting held.

Will you therefore please advise me not later than Monday 16th.

Unless two-thirds of the members vote to have the meeting in St. Louis, it will be called for Cincinnati.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant Exhibit Fraser No. 194;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 2, 1904.
File B-313.

CIRCULAR LETTER NO. B-127.

Rate on Scrap Iron, Carloads.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-125, dated April 22nd, regarding establishment of rate of $1.70 per ton on Scrap Iron, C. L., from East St. Louis to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 195;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 2, 1904.
File B-462.

CIRCULAR LETTER NO. B-126.

To the Freight Committee.

Gentlemen:

Rates on Dressed Meats and Packing House Products.

Referring to proceedings No. B-25, Feb. 3rd, and Circular Letter No. B-115, Feb. 17th, 1904. I am in receipt of letter from a member as follows:

"It was ruled by the C. F. A. that on packing house products, in cars with dressed meats, the P. H. P. to make up the minimum would be charged for on official Class'n. basis at actual weight.

We are now in receipt of C. & O. R. Committee Circular Letter No. 353, authorizing, effective April 5th, 1904, the application of P. H. P. rate on the excess to make up the deficiency in weight. Inasmuch as this rule governs between Chicago and Ohio River points proper, I have to request that a similar arrangement be immediately made effective between East St. Louis and Cincinnati, Louisville, etc."

Please advise whether Joint Freight Tariff I. C. C. N-38 shall be amended cancelling Packing House Product Rules governing C. L. shipments on pages 4 and 5, which are in line with C. F. A. Info. 3835 and 4649 and substitute therefore the Rules governing shipments of P. H. P., Fresh Meats, etc., as published in C. & O. R. Committee Circular Letter No. 353, April 5th, 1904.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 196;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 22, 1904.
File B-313.

CIRCULAR LETTER NO. B-125.

To the Freight Committee.

Gentlemen:

Rate on Scrap Iron, Carloads.

I give below copy of letter from a member:

"Prior to Jan. 1st, 1903, the rate on Scrap Iron, C. L., East St. Louis to Louisville, Jeffersonville and New

Albany was $1.60 per gross ton. On Jan. 1st. 1903, rates on Iron between all points in C. F. A. territory were advanced approximately 10 per cent, but in the instance of the Scrap Iron rate from E. St. Louis to Louisville, the advance was 25 per cent, as the rate effective Jan. 1st, 1903, was fixed at $2.00 per gross ton, which rate is still in effect.

Under the former rate of $1.60 per ton there was a fair movement from E. St. Louis to Louisville, Jeffersonville and New Albany, but since the rate of $2.00 has been established the Scrap Iron consumers have found it unprofitable to obtain Scrap Iron from E. St. Louis and are at present obtaining their supply of Scrap Iron from other points, the greater quantity now moving from points south of the Ohio River.

The rate of $2.00 now charged is the same as applied on the manufactured product, i. e., Bar Iron, which is a condition that exists between but very few points in C. F. A. territory. In our opinion the present rate of $2.00 on Scrap Iron, E. St. Louis to Louisville, Jeffersonville and New Albany is out of line with the usual line of Scrap Iron rates into consuming points and we therefore recommend the establishment of a rate of $1.70 per ton on this traffic to apply from East St. Louis to Louisville, Jeffersonville and New Albany. This rate is on a relative basis with the rates charged on Scrap Iron from East St. Louis and other shipping points to points where Scrap Iron is utilized in the manufacture of Bar Iron, etc., as may be noted by reference to the rates current from various points to Terre Haute, Muncie, Ft. Wayne, etc. Kindly submit this suggestion by Advice Letter and if your views are concurred in by others interested arrange for necessary amendment to Tariff I. C. C. B-33 to cover."

Please favor me with immediate reply, giving your views on the proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 197;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 18, 1904.
File B-345.

CIRCULAR LETTER NO. B-124.

Proposition to Except Enameled Brick from Commodity Rating.

To the Freight Committee.

Gentlemen: I am in receipt of letter from Chairman, C. F. A., to the effect that 5th class rates should be applied on Enameled Brick, same as applied on shipments between other points in C. F. A. Territory, stating that C. & O. R. Committee are willing to restore the classification on Enameled Brick provided this Committee will do likewise.

Will you therefore favor me with your individual views as to whether Joint Freight Committee Tariff I. C. C. B-33, Feb. 23rd, 1904, shall be amended making Enameled Brick an exception to the list of Brick Commodities, in line with C. F. A. Info. No. 5002, March 11th, 1904.

A prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 196;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 14, 1904.
File B-467.

CIRCULAR LETTER NO. B-123.

Cement (Portland) East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member:

"We are desirous of establishing an 8½ cent rate on Portland Cement, C. L., minimum 40,000 lbs., East St. Louis to Cincinnati and Louisville. The rate on cement Louisville to East St. Louis is 7 cts., consequently 8½ cents on Portland Cement eastward is not considered out of line. The present rate is 12 cts. per 100 lbs., 6th class as per Official Class'n.

Will you kindly submit this proposition to members of your Committee by Circular letter at once and advise their views."

Please favor me with immediate reply, giving your views on the proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 199;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

St. Louis, Mo., March 21, 1904.
File B-471.

CIRCULAR LETTER NO. B-122.

Artesian Well Water, De Soto, Mo., to Louisville, Ky.

To the Freight Committee.

Gentlemen: Referring to Proceedings No. B-25, Feb.

3rd and Circular Letter No. B-116, regarding rate on above Commodity, which was not made effective as shown by Circular Letter No. B-118.

Applicant was notified accordingly and I am now in receipt of letter 19th from Mo. Pac. Ry., as follows:

"Dear Sir: Referring to yours of the 17th inst., file B-471, relative to rate on artesian well water, East St. Louis to Louisville.

I would appreciate it if you would submit proposition to interested lines for a rate of 7½ cts. per 100 lbs., East St. Louis to Louisville. The interested parties now expect to use tank cars of 10,000 gallon capacity, which would make the weight about 80,000 lbs. and the above figure would certainly result in very satisfactory revenue to lines handling.

Would appreciate prompt action in this matter."

Please favor me with prompt reply giving your views on the application.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 200;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 16, 1904.
File B-304.

CIRCULAR LETTER NO. B-121.

To the Freight Committee.

Gentlemen: The next regular meeting of this Committee should be held in Cincinnati, Wednesday, March 23rd, but not having any very important subjects to present I conferred with St. Louis members of the Committee and it was decided that the regular March meeting should not be held unless request is received from

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a member having subject to present of sufficient importance to make a meeting necessary.

I submit herewith the only subjects I have for your consideration, viz.: Circular Letters No. B-119 and B-120.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 201;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 16, 1904.
File B-420.

CIRCULAR LETTER NO. B-120.

Rates on Railroad Ties Between Points in C. F. A. Territory.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member as follows:

"Dear Sir: Referring to your tariff B-38. On page 7 of this tariff is item covering rate of 10 cts. per tie on hewed railroad ties from Cincinnati and Louisville to East St. Louis.

This rate being published without restriction from Cincinnati and Louisville, etc., naturally forces the application of the 10 cent per tie rate from directly intermediate local points in Indiana to East St. Louis. It is not our desire to apply this special Commodity rate from our interior points to East St. Louis, neither do we believe that any other lines interested desire to use 10 cent rate from their interior territory. We beg therefore to suggest that an amendment be issued to this item providing that rate of 10 cts. per tie shall apply only on shipments received from connections or from off the River at Cincinnati, Louisville, Jeffersonville and New

Albany, thus leaving it open to us to charge such rates as we may see fit from our intermediate local territory. Will you kindly submit this suggestion to other lines interested and if concurred in arrange for necessary amendment to Tariff B-38.

Please favor me with your views on the proposition to amend the Tariff making the rate on Ties, hewed, Railroad, to apply only on shipments from connections or from off the river.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 202;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 16, 1904.
File B-446.

CIRCULAR LETTER NO. B-119.

Basis for Division of Rates on Government Freight to Points West of the Mississippi River.

To the Freight Committee:

Gentlemen: In accordance with instructions, the action taken at meeting Feb. 3rd, 1904 (Proceedings No. B-25) on above subject was transmitted by letter Feb. 8th to the Traffic representatives of the Burlington-Mo. Pac.-M., K. & T.-Wabash-St. L. S. W.-St. L. & S. F. and C. & A. Railroads and the Chairman of the Southwestern Tariff Committee-Arkansas Freight Committee and Indian and Oklahoma Conference Committee.

I am just in receipt of letter as follows:

"February 25th, 1904.

"Dear Sir: Referring to your letter of Feb. 8th, file B-446. The position of our respective lines has been fully outlined as per our letter dated Nov. 25th and

we are not prepared to make any change from the position outlined therein.

Yours truly,

(Signed) W. Gray,
For the Burlington Route.
J. C. Lincoln,
For the Mo. Pac. Ry. Co.
F. A. Leland,
For the M., K. & T. Ry.
J. A. Middleton,
For the St. L. & S. F. R. R.
F. A. Wann,
For the C. & A. Ry."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 203;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 10, 1904.
File B-471.

Artesian Well Water, De Soto, Mo., to Louisville, Ky.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-116, dated Feb. 25th, regarding establishing rate of 5 cts. per 100 lbs. on Artesian Well Water, C. L., from East St. Louis to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 204;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 2, 1904.
File B-461.

CIRCULAR LETTER NO. B-117.

(Amendment No. 1 to Circular Letter No. B-104.)
To the Freight Committee.
Gentlemen:

Return Transportation for Attendance in Charge of Live Stock.

Referring to Circular Letter No. B-114, Feb. 15th, on above subject.

All roads, members of this Committee, individually advice, that the practice of granting return transportation from Louisville and Louisville Points and Cincinnati and Cincinnati Points will be discontinued, effective March 1st, 1904, and that on and after that date, provisions of Official Classification will govern.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 205;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 26, 1904.
File B-471.

CIRCULAR LETTER NO. B-116.

Artesian Well Water, De Soto, Mo., to Louisville, Ky

To the Freight Committee.

Gentlemen:—In accordance with action at meeting Feb. 3rd, Proceedings No. B-25, as follows:

Moved, That the Chairman ascertain from the Mo. Pac. what rate they propose to make from De Soto to East St. Louis, information to be submitted to members by Circular Letter.

I give below copy of letter 25th, file D-7-4251 from A. G. F. A., Missouri Pacific Railway:

"Dear Sir:—Referring to yours of the 6th inst., file B-471, relative to rate on Artesian Well Water, De Soto, Mo., to Louisville, Ky.

This matter has been delayed by my absence from the City, and also in taking up with the Terminal R. R. Ass'n relative to transfer rate to East St. Louis.

What we hope to be able to arrange for is a rate of 5 cents per 100 lbs. from De Soto, Mo., to East St. Louis. This will require the Iron Mountain to absorb 1¼ cents per 100 lbs.

The tank cars that will be used in handling this water are of 7400 to 7600 gallon capacity, making the average weight 60,000 lbs. which at 5 cents per 100 lbs. from East St. Louis to Louisville would allow lines fairly good revenue, and it will require a through rate on this basis to enable the water to move.

Will appreciate as prompt information as to final conclusion as possible.

Please favor me with your views on the application and oblige.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 206;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 17th, 1904.
File B-462.

CIRCULAR LETTER NO. B-115.

To the Freight Committee.
Gentlemen:

Rate on Mixed Carloads Dressed Meat and Packing House Products, East St. Louis to Louisville.

As instructed at meeting 3rd inst., I wrote (8th) to Chief Inspector for information and have his reply as follows:

"Dear Sir:—I have your favor of the 8th inst., file B-462 and in response thereto beg to state that all lines from Chicago and other points are observing the terms of C. F. A. issues on shipments of Packing House Products and Dressed Meats.

Furthermore, the contention that the St. Louis-Cincinnati-Louisville Freight Committee's Freight Tariff No. ICC. B-36 justifies the use of the 12 cent rate is untenable. On the contrary, the use of this rate is in direct violation of said tariff, because it contains Rule 3 of C. F. A. Info. Circular No. 3835, which prohibits the use of less than 5th class rate."

This was communicated (10th) to A. G. F. A. Southern Ry. and have his reply 16th, file C-80, as follows:

"Dear Sir:—Yours 10th inst., file B-462 relative to handling Packing House Products in cars with dressed meat. I have changed my instructions to Agent, East St. Louis, directing him to charge on the P. H. P., actual weight, C. L., rate of 15 cents per cwt. when destination is Louisville.

The rule will be strictly enforced in the future."

Trusting that you see that same rule is enforced by your line, I am,

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 207;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 15, 1904.
B-461.

CIRCULAR LETTER NO. B-114.

To the Freight Committee.

Gentlemen:—I give below copy of letter from a member regarding,

Transportation for Attendants in Charge of Live Stock Shipments from Illinois Territory to Cincinnati, Indianapolis and Louisville.

"Dear Sir:—Referring to Circular Letter No. B-104, and proceedings of St. Louis-Cincinnati-Louisville Frt. Committee, B-23, Sept. 23rd, having particular reference to the issuance of return transportation account live stock attendants. The question of discontinuing the issuance of return transportation to live stock attendants was also discussed at meeting of the Committee, held at Louisville, Feb. 3rd, when it was explained that, inasmuch as the position of Indianapolis lines had not been fully determined, lines members of the St. Louis-Cincinnati-Louisville Committee were not prepared to take definite action looking towards the elimination of our present rules, which provide for return transportation from both Louisville and Cincinnati to East St. Louis and Illinois points.

We have since ascertained that Indianpolis lines, following the action taken by the lines leading to Chicago, have discontinued granting return transportation to live stock attendants from Illinois points, and we now believe that all roads, members of the St. Louis-Cincinnati-Louisville Committee, are ready to adopt similar measures regarding the issuance of return

transportation from Louisville and Cincinnati. I would request, therefore, that you issue at once, advice letter to the members of your Committee, asking that the practice of granting return transportation from Louisville and Cincinnati be discontinued, effective March 1st, and that on and after that date, provisions of Official Class'n will govern; circulars being issued by all lines accordingly. I will be obliged if you will arrange accordingly and advise result.

In this connection would say that, as far as East St. Louis-Louisville lines are concerned, we have come to an understanding with the Southern Ry. and L. H. & St. L. R. R., and both of these lines are agreeable to adopting in full, effective March 1st, proposition as above outlined."

Please favor me with prompt reply stating your views on the proposition, to become effective March 1st, 1904. The result will be communicated by Circular Letter when answers from all members are received.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 208;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 10, 1904.
File B-447.

CIRCULAR LETTER NO. B-113.

To the Freight Committee.
Gentlemen:

Division of Rates from Louisville to Indian and Oklahoma Territory Points via E. St. Louis.

This is to advise that in accordance with action at meeting 3rd inst., Proceedings No. B-25, I conferred with the road having the divisions in effect

and was informed that the percents would not be withdrawn. It was also stated that the percentage applied only to Indian and Oklahoma Territory Stations as provided for in Southern Ry. (St. Louis-Louisville Lines) Supplement No. 3 to Percents No. C-80, effective June 1st, 1903, and that a combination of locals would be used on traffic for Kansas City or other intermediate points.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 209;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 30, 1904.
File B-445.

CIRCULAR LETTER NO. B-112.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-103, Oct. 12th and Proceedings No. B-24, Nov. 25th, 1903, regarding rate on Broom Corn, C. L., Indian and Oklahoma Territories via East St. Louis to Louisville.

I am in receipt of Mo. Pac. Joint Freight Tariff No. I. S.-11811, in connection with Kansas City, Mexico & Orient Ry., dated January 27th, effective February 2nd, 1904, applying on Broom Corn, C. L., minimum weight 16,000 lbs. naming through rates of 72½ and 73½ cents per 100 pounds from points on K. C. M. & O. Ry. via east St. Louis to Louisville, Ky.

I also have Mo. Pac. Division Sheet No. 1 in connection with the above named Tariff dated January 28th, effective February 2nd, 1904, which allows lines east of East St. Louis 25 cents per 100 pounds.

Have not as yet received tariff from any of the other Western Roads.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 210;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of Chairman.

St. Louis, Mo., Jan. 25, 1904.
File B-304.

CIRCULAR LETTER NO. B-111.

IMPORTANT.

To the Freight Committee.

Gentlemen:—Referring to Circular Letter No. B-110, January 22nd. Two-thirds of the members having given their consent to meeting called for 27th being postponed, you are hereby notified that the meeting will be held at the Louisville Hotel, Louisville, Ky., Wednesday, February 3rd, 10:00 a. m.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 211;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 22, 1904.
File B-304.

CIRCULAR LETTER NO. B-110.

To the Freight Committee.

Gentlemen: I give below copy of letter from G. F. A. L. H. & St. L. Ry.:

"Referring to your announcement of the next regular meeting of the Committee, to be held at the Louisville Hotel, Louisville, Wednesday, January 27th.

It will not be possible for me to attend this meeting on account of the American Association of General Passenger Agents holding a meeting in St. Louis on that date to discuss very important matters respecting the Louisiana Purchase Exposition. There are one or two subjects on the docket that I should like to hear discussed, but I do not know that I can consistently ask that the meeting be postponed until February. None of the subjects docketed appear to be urgent, and if it should meet with the concurrence of other members of the Committee, I would be glad to have the meeting postponed until some day in February, to be decided by yourself.

Please favor me with your views, by wire, as to whether the meeting called for Louisville, January 27th, shall be postponed until Wednesday, February 3rd, at Louisville, Ky.

If two-thirds of the members advise me by Monday, 25th inst., favoring postponement, notice to that effect will be issued, otherwise meeting will be held on January 27th.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 212;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 26th, 1903.
File B-446.

CIRCULAR LETTER NO. B-109.

To the Freight Committee.

Gentlemen: I give below copy of letter from G. F. A. B. & O. S. W. R. R.

"Cincinnati, Ohio, Dec. 23, 1903.
67052.

Subject: Basis for division of rates on Government freight to points west of Mississippi River.

Dear Sir: The following notice dated St. Louis, November 25th, has just reached us bearing the signatures of Mr. W. Gray, for the Burlington Route, J. C. Lincoln for the Mo. Pac., W. B. Groseclose, for M. K. & T., F. A. Wann, for the C. & A.

"File E.—In view of your notice to various Western Lines, that effective with August 1st, 1903, on shipments of Government freight from Jeffersonville to points west of the Mississippi River on which the lowest through land grant rate is figured by use of the duly authorized and published rates from Jeffersonville to Upper Miss. River Crossings applicable on Trans-Mississippi River traffic, you would require in final settlement 92½ per cent of the full local rate to East St. Louis, this is to advise for account of our respective lines as follows:

We consider that divisions through East St. Louis for land grant rates figured via Chicago and East Hannibal should in all fairness be made by applying a prorate per rate to the net through rate, using as factors tariff rates from Jeffersonville to East St. Louis and from East St. Louis to destination.

This is to notify you that effective January 1st, we will require divisions on this basis on shipments handled in connection with your line."

Our notice "To the various Western Lines" to which reference is made, was addressed to Mr. Gray of the Burlington Route and Mr. Lincoln of the Mo. Pac. Ry., reading as follows:

"This is to advise you that effective with August 1st, 1903, on shipments of Government freight from Jeffersonville, Ind., to points west of the Mississippi River on which the lowest through land grant rate is figured by use of the duly authorized and published rate from Jeffersonville to Upper Mississippi River Crossings, applicable on Trans-Mississippi River traf-

fic, this Company will, on business handled via our line from Jeffersonville to E. St. Louis, accept in final settlement, 7½ per cent less than full local rate to E. St. Louis, this reduction being made to put our route through East St. Louis in line with the net rates available from Jeffersonville to Upper Mississippi River Crossings, via Chicago, by reason of the land grant haul over the I. C. R. R., Kankakee to Chicago and available on shipments via that route."

Our views as to the basis for dividing the land grant rates from Jeffersonville to destinations subject to the Trans-Mississippi River rate basis we believe are shared by all other lines east of the Mississippi River participating in this traffic. We beg to ask therefore that you please submit this communication to all lines members of the St. Louis-Cincinnati-Louisville Committee for an expression of their views and if it should develop that all lines are of the opinion that lines east of the river should not be requested to participate in the equalization of any land grant deduction existing west of the Mississippi River, that you then address a communication to the representatives of the western roads above mentioned notifying them to the effect that the lines from Jeffersonville to E. St. Louis will not recognize any basis of divisions other than that as outlined in the notice individually served by the B. & O. S. W. as effective August 1st, 1903."

Please favor me with your views and instructions on the subject.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 213;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 21, 1903.
File B-330.

CIRCULAR LETTER NO. B-108.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member as follows:

"Our attention is called to the fact that C. & O. R. Tariff naming rate on soapstock, etc., provides for a minimum of 35,000 lbs., whereas St. Louis, Louisville & Cincinnati Committee tariff carries minimum of 40,000 lbs., thus throwing the St. Louis gateway out of line on soapstock coming from the west, as compared with Chicago.

I wish you would take the matter up at once with members of your Committee, with a view to having the minimum via East St. Louis put in line with Chicago."

Supplement No. 13 to C. & O. R. C. Through Freight Tariff No. 46 names C. L. minimum 35,000 lbs., except where marked capacity of car is less, in which case the marked capacity of car will be the minimum weight.

Joint Freight Tariff I. C. C. No. B-36 names C. L. minimum 40,000 lbs., or capacity of car if less.

In connection with the above your attention is called to Proceedings No. B-24, Nov. 25th, 1903, page 2 and Circular Letter No. B-10 Dec. 16th, which authorizes on Cotton Seed Products, viz. Oil, etc., minimum C. L. weight, in wood 30,000 lbs. in tanks, capacity of tank as shown in Amendment No. 4 to Joint Proportional Tariff I. C. C. No. B-37 effective Jan. 1st, 1904.

Please favor me with your views as to whether an amendment shall be issued to Joint Freight Tariff I. C. C. No. B-36 naming C. L. minimum on Soap Stock, Cotton Seed Foots and Settlings, Grease, Tallow and Spent Lye to conform with C. & O. R. C. Tariff

viz. 35,000 lbs., or capacity of car if less, or shall amendment be issued to conform to Amendment No. 4 Joint Proportional Tariff I. C. C. No. B-37, viz. minimum C. L. weight in wood, 30,000 lbs., in tanks, capacity of tank.

Prompt and specific reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 214;" as follows:

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
ST. LOUIS-CINCINNATI-LOUISVILLE
FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 24, 1903.
Files 4261 & B-461.

Notice to all East-Side Lines of Result of Action Taken at Meeting in the Commercial Bldg. Dec. 22nd, 1903, Regarding Transportation for Attendants in Charge of Live Stock, Etc.

Gentlemen: As instructed, a letter, as follows, was prepared and presented for signature of Traffic Officer of East Side Lines.

"At a meeting held this day in the Commercial Bldg.. it was

Resolved, That the lines named below concur in and will conform to the following action taken at a meeting of the Illinois Freight Ass'n., held in the office of Chairman Horace Tucker, Chicago, Ill., on Dec. 18th, 1903, viz:

1st. That effective January 1st, 1904, the practice of issuing free or reduced return transportation to men in charge of live stock be discontinued. This applies to State or Interstate traffic.

2nd. That this will also discontinue, effective January 1st, 1904, the practice of refunding fares to parties who have gone to purchase Live Stock.

3rd. Return transportation will not be issued on or after Jan. 1st, 1904, to parties who have accompanied Live Stock, even though the contracts are dated prior thereto.

4th. Live Stock Contracts to be corrected in accordance with the foregoing.

5th. It is understood that no claim will be paid for refund of fares of men in charge of Live Stock who ride on passenger trains.

Each line will issue their individual circular."

The paper was signed without exception, for B. & O. S. W. R. R.—C. & A. Ry.—C. & E. I. R. R.—C. C. C. & St. L. Ry.—I. C. R. R.—T. H. & I. R. R.—T. St. L. & W. R. R.

C. P. & St. L. Ry.—Except on Illinois Traffic."

C. B. & Q. Ry.—Did not wish to sign paper. Furnished copy of C. B. & Q., C. F. A. No. 17730, Quincy Route Circular No. 121, Dec. 14th, effective Jan. 1st, 1904, as covering the traffic.

Southern Ry.—"Provided same rules are made effective at all points in C. F. A. Territory."

Mo. Pac.-I. M. & S. Ry.—"Except as to rule 3 on prior to Jan. 1st, 1904, shipments."

M. & O. R. R.—Did not wish to sign paper. The proposition has been referred to their legal department.

L. & N. R. R.—Official representative not in City and office had no instructions on subject.

L. H. & St. L. Ry.—Representative had no instructions on the subject.

Wabash R. R.—Did not wish to sign paper. Furnished copy of Wabash Amendment, General Rules & Regulations, Wabash No. 30760, A. A., Amendment No. 4 to I. C. C. 1196, Dec. 14th, effective Jan. 1st, 1904, covering the traffic.

This for your information and awaiting further instructions, I am,

Yours respectfully,

R. M. Fraser, Chairman."

N. B.—Copies (2) sent only to resident representative of East Side Lines and to Chairman, C. F. A. and Ill. Frt. Ass'n., Chicago, Ill."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 215;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 16, 1903.
File B-465.

CIRCULAR LETTER NO. B-107½.

To the Freight Committee,
Gentlemen:

Cotton Seed Products, Proportional Rates from East St. Louis, Cairo, Gale, East Cape Girardeau and Thebes on Shipments Originating West of the Mississippi River.

This is to advise that the action of Meeting Nov. 25th, Proceedings No. B-24 on above subject was communicated to C. & R. I.—C. C. C. & St. L—and I. C. by letter Nov. 27th, and I am in receipt of replies to the effect that the proper differentials over East St. Louis, as outlined in the proceedings will be maintained from Cairo, etc.

In accordance with individual announcements amendment No. 4 to Joint Proportional Tariff I. C. C. No. B-37 will be issued, effective Jan. 1st, 1904.

A copy of the proceedings on this subject will be sent at once to G. F. A., Mo. Pac.-Iron Mountain Ry., Chairman Arkansas Freight Committee and to Chair-

man, Southwestern Tariff Committee, giving them notice of the rates or divisions effective on traffic.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 216;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 9, 1903.
File B-464.

CIRCULAR LETTER NO. B-107.

To the Freight Committee,

Gentlemen: Referring to proceedings No. B-24, Nov. 25th, regarding the application of Pig Lead Rates on Antimonial Pig Lead.

This is to advise that the road referred to is not disposed to honor the correction, for the reason that a road, not a member of this Committee has advised that their Tariffs are all amended, authorizing the application of Pig Lead Rates on Antimonial Pig Lead to points in C. F. A. Territory, not excepting Cincinnati, Louisville, etc.

In view of the above please advise whether it is your wish that Joint Freight Tariff I. C. C. No. B-36 be amended including in the list of Commodities, Antimonial Lead, in pigs, at the same rate as applies on Pig Lead.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 217;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 21, 1903.
File B-351.

CIRCULAR LETTER NO. B-106.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. 102, dated Oct. 7th, regarding rate on Portland Cement, C. L. from East St. Louis to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Individual statements are to the effect that to reduce rate on Portland Cement from East St. Louis will force reduction from other points covered by C. F. A. Info. 3845 and amendment No. 2 (Info. 3998). It is also stated that the westbound rate was established to cover shipments of Natural Cement.

This subject will be on the docket for consideration at next meeting.

Respectfully,

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 218;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 19, 1903.
File B-450.

CIRCULAR LETTER NO. B-105.

Whiskey from Points in Defined Territory to Arkansas Points.

To the Freight Committee.

Gentlemen: Referring to Proceedings No. B-23, Sept. 23rd, 1903, page 4. I give below copy of letter Oct. 8th, file A-34 from Chairman, Arkansas Freight Committee.

"Referring to question of rates on Whiskey from Interstate points to Arkansas Points.

Beg to advise by this mail you will receive copy of Rate Notice establishing lowest combination of locals via all crossings, same to be equalized via any other crossing on Whiskey, Interstate points to Arkansas Common Points, effective 22nd inst."

ARKANSAS FREIGHT COMMITTEE.

Office of the Chairman, Fullerton Building.

COPY.

St. Louis, Mo., October 8th, 1903.

RATE NOTICE NO. I. C. C. B-763.

Whiskey—Reduction.

Notice has been received from interested lines of their individual intention, effective Oct. 22nd, 1903, to amend Committee publication on Whiskey, Wine and other Liquors, to Arkansas Common Points to establish lowest combination of locals via any crossings, same to be equalized via any other crossings.

Committee publications will be amended accordingly. (See Supp. 47 to Tariff 1-B, Supp. 33 to Ter. Dir. 1-A.) Authority No. 1230.

Geo. W. Cale, Chairman."

Cir. 85-E. To I. S. C. C. 10-8-1903.
Prop. 195.

Supplement 47 to Tariff 1-B and Supplement 33 to Territorial Directory are dated St. Louis, Mo., Oct. 16th, 1903.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 219;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., October 13, 1903.
File B-461.

CIRCULAR LETTER NO. B-104.
(Cancelling Circular Letter No. B-100.)

To the Freight Committee.

Gentlemen: As provided for and adopted at meeting Sept. 23rd (See Proceedings No. B-23) I give below copy of rules to govern the Transportation of Live Stock Shippers and Attendants.

On and after October 10th, 1903, the following rules will govern:

Attendants Accompanying Shipments of Live Stock from East St. Louis to Louisville and Cincinnati.

1. One attendant accompanying one or two cars belonging to one person and going to the same destination will be carried free.

POOR COPY

2. Two attendants accompanying two to ten cars of Horses and Mules, or three to ten cars of other kinds of Live Stock belonging to one person and going to the same destination will be carried free.

3. Three attendants accompanying eleven or more cars belonging to one person and going to the same destination will be carried free.

4. Attendants will be required to travel on the train carrying their shipments and will not be transported free on train preceding or following the same.

5. More than three attendants will not be carried free with any one shipment.

6. Women will not be passed in charge of Live Stock.

Return Transportation for Attendants Who Have Accompanied Shipments of Live Stock, Horses and Mules.

1. Return transportation will be issued for one attendant who has accompanied one carload shipped by one owner to one consignee and destination.

2. Return transportation will be issued for two attendants who have accompanied two to ten cars shipped on the same day by one owner to one consignee and destination.

3. Return transportation will be issued for three attendants who have accompanied eleven or more cars shipped on the same day by one owner to one consignee and destination.

4. This transportation is to be used within seven (7) days from time of arrival of shipments at destination.

Other Kinds of Live Stock.

1. No return transportation will be issued to shipper or attendant of one carload or less.

2. Return transportation will be issued for one attendant who has accompanied two cars shipped on the same day by one owner to one consignee and destination.

3. Return transportation will be issued for two attendants who have accompanied three to ten cars

shipped on the same day by one owner to one consignee and destination.

4. Return transportation will be issued for three attendants who have accompanied eleven or more cars shipped on the same day by one owner to one consignee and destination.

5. This transportation is to be issued within three (3) days from time of arrival of shipments at destination.

All return transportation to be limited for continuous passage on trains of the date of issue.

No return transportation will be issued to parties who have not accompanied the shipments.

No free or reduced rate transportation will be furnished dealers or prospective shippers traveling to market to purchase or ship stock of any kind.

Rules as per Official Class'n. will govern transportation for attendants of Live Stock shipped from Cincinati or Louisville to East St. Louis.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 220;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 12, 1903.
File B-445.

CIRCULAR LETTER NO. B-103.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"Referring to action of St. Louis-Cincinnati-Louisville Freight Committee at meeting on the 23rd ult. as outlined in Proceedings No. B-23, when it was decided

to make no change in the current rates on Broom Corn from East St. Louis to Louisville.

I find all the Memphis lines are accepting 25 cts. per 100 lbs. on Broom Corn carloads, minimum weight 16,000 lbs. per car, out of through rates published by the Choctaw, Oklahoma & Gulf Ry. from all points on that road. As the same rates are usually carried from Indian & Oklahoma Territory points to East St. Louis as to Memphis, this gateway is out of line on that traffic to the extent of the difference between the Memphis and the East St. Louis rates to Louisville, viz. 9 cts. per 100 lbs.

Realizing that the publication of a rate of 25 cts. per 100 lbs. from East St. Louis would not meet with the approval of the majority of the members of your Committee, on account of its effect on intermediate points, it occurs to me that the proper plan will be to arrange for publication of through rates by Indian and Oklahoma Territory lines on the same basis as is now in effect via Memphis, Lines East of East St. Louis to be allowed same revenue as accrues to lines north of Memphis.

Will you kindly submit this to interested members by Adice Letter, as the Committee will not meet again for nearly two months and immediate relief is desired."

The present rate is 34 cts. per 100 lbs., Official Class'n. basis. Please favor me with your views on the above proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 221;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 7, 1903.
File B-351.

CIRCULAR LETTER NO. B-102.

To the Freight Committee.

Gentlemen: I give below copy of letter 6th, C-30 from A. G. F. A. Southern Ry.

"The Southern Ry. have under consideration the adoption by its line of the following rate, viz.: 7c per cwt. on Portland Cement, C. L. minimum 40,000 lbs. from East St. Louis to Louisville, New Albany and Jeffersonville.

This is the rate now in effect in the opposite direction. When the rate Westbound was established, there appeared no necessity for similar basis Eastbound, but now that Portland Cement is manufactured in St. Louis, we consider the Commodity is entitled to same rate Eastbound as in effect Westbound.

Please obtain the views of other lines based on this information and let me hear from you promptly."

Rates at present as per Joint Freight Tariff I. C. C. B-36, Oct. 1st, 1903, as follows:

Cement, C. L. minimum 40,000 lbs. only from Louisville, New Albany and Jeffersonville to East St. Louis, 7 cts. per 100 lbs.

Cement, Common or Natural, Hydraulic and Portland, C. L. minimum 38,000 lbs., East St. Louis to Cincinnati, Louisville, etc., 10 cts. per 100 lbs.

Please favor me with your views and specific instructions on the subject.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 222;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 5, 1903.
File B-314.

CIRCULAR LETTER NO. B-101.

To the Freight Committee.

Gentlemen: On receipt of C. F. A. Info. 4655, Sept. 30th, naming rate on Whiskey, Amendment to St. Louis-Cincinnati-Louisville Freight Committee Tariffs were printed and ready to mail, effective Oct. 15th.

Notice having been received from several members that the proposed change would not take effect on the date named, the tariffs will not be issued until further notice from the Committee.

This for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 223;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 1st, 1903.
File B-461.

CIRCULAR LETTER NO. B-100.

To the Freight Committee.

Gentlemen: As provided for and adopted at meeting Sept. 23rd (See proceedings No. B-23) I give below copy of rules to govern the

Transportation to Live Stock Shippers or Attendants.

On and after Oct. 10th, 1903, the following rules will govern:

Attendants Accompanying Shipments of Live Stock From East St. Louis to Louisville and Cincinnati.

1. One attendant acompanying one or two cars belonging to one person and going to the same destination will be carried free.

2. Two attendants accompanying three to ten cars belonging to one person and going to the same destination will be carried free.

3. Three attendants accompanying eleven or more cars belonging to one person and going to the same destination will be carried free.

4. Attendants will be required to travel on the train carrying their shipments and will not be transported free on train preceding or following the same.

5. More than three attendants will not be carried free with any one shipment.

6. Women will not be passed in charge of live stock.

Return Transportation for Attendants Who Have Accompanied Shipments of Live Stock, Horses and Mules.

1. Return transportation will be issued for one attendant who has accompanied one carload shipped by one owner to one consignee and destination.

2. Return transportation will be issued for two attendants who have accompanied two to ten cars shipped on the same day by one owner to one consignee and destination.

3. Return transportation will be issued for three attendants who have accompanied eleven or more cars shipped on the same day by one owner to one consignee and destination.

4. This transportation is to be used within seven (7) days from time of arrival of shipments at destination.

Other Kinds of Live Stock.

1. No return transportation will be issued to shipper or attendant of one carload or less.

2. Return transportation will be issued to shipper for one attendant who has accompanied two cars shipped on the same day by one owner to one consignee and destination.

3. Return transportation will be issued for two attendants who have accompanied three to ten cars shipped on the same day by one owner to one consignee and destination.

4. Return transportation will be issued for three attendants who have accompanied eleven or more cars shipped on the same day by one owner to one consignee and destination.

5. This transportation is to be used within three (3) days from time of arrival of shipments at destination.

All return transportation to be limited for continuous passage on trains of the date of issue.

No return transportation will be issued to parties who have not accompanied the shipments.

No free or reduced rate transportation will be furnished dealers or prospective shippers traveling to market to purchase or ship stock of any kind.

Rules as per Official Classification will govern transportation for attendants of Live Stock shipped from Cincinnati or Louisville to East St. Louis.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 224;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 18, 1903.
File B-304.

IMPORTANT.

CIRCULAR LETTER NO. B-99.

To the Freight Committee,

Gentlemen: Referring to telegram 17th from Mr. C. J. Brister, A. G. F. R., C. C. C. & St. L. Ry., requesting that meeting called for Cincinnati, Wednesday, 23rd inst., be postponed: I am today in receipt of telegram as follows:

"Cincinnati, Sept. 18, 1903.

Please cancel my message yesterday regarding change in date of meeting to be held in Cincinnati, Wednesday next week. I will arrange to change dates of other meetings so that I can be here Wednesday.

C. J. Brister."

Please take notice that the meeting will be held at Grand Hotel, Cincinnati, Wednesday, September 23rd, 10:00 a. m.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 225;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 14, 1903.
File B-351.

CIRCULAR LETTER NO. B-98.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"Dear Sir: We have an application from the St. Louis & San Francisco R. R. for publication of 17½ cents per 100 pounds on Cement, Carloads, minimum 40,000 pounds from Marlow, Indian Territory, to Cincinnati, Louisville and New Albany, the rate to divide 11½ cents per 100 pounds to East St. Louis and six cents East St. Louis to Cincinnati, Louisville and New Albany. They will publish through tariff and division sheet, same as is now done from Acme, Texas, to same points. As this allows the same proportion east of East St. Louis as is now carried on the Acme traffic I would ask that you submit the question to the Committee by letter vote, obtaining authority for the above application.

If consistent we would like to have the votes recorded by wire, as I understand there is a large movement practically arranged as soon as the rate and divisions are authorized."

Circular Letter January 11th, 1901, and Circular Letter B-28, July 15th, 1902, gives the authority for a through rate on Cement Plaster, C. L. Acme, Texas, and Marlow, I. T., via East St. Louis to Cincinnati and Cincinnati Points and Louisville and Louisville Points of 24 cents per 100 pounds, dividing 18 cents west of East St. Louis and 6 cents east of East St. Louis.

Please favor me with your views by wire promptly and oblige.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 226;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 3, 1903.
File B-377.

CIRCULAR LETTER NO. B-97.

Rate on Asphalt, East St. Louis to Cincinnati and Louisville.

To the Freight Committee.

Referring to proceedings No. B-21, May 27th, 1903. This is to advise that I am in receipt of Southwestern Tariff Committee Supplement No. 23, effective August 22nd, 1903, to Tariff No. 20-L, naming through rate on Asphalt, C. L., minimum, marked capacity of car, Port Arthur and Port Naches, Texas, via East St. Louis to Cincinnati and Louisville of 26 cents per 100 pounds.

I am also in receipt of Missouri Pacific Division Sheet No. 10, September 2nd, 1903, effective August 22nd, to Joint Freight Tariff No. 4743 (Southwestern Tariff Committee No. 20-L), dividing 18½ cents west of East St. Louis and 7½ cents east of East St. Louis.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 227;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 21, 1903.
File B-317.

CIRCULAR LETTER NO. B-96.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-94, dated August 13th, regarding rate and divisions on

Lumber, etc., from Lake Providence, La., via East St. Louis to Cincinnati.

After investigation roads interested individually advise, that it has been decided not to make effective the proposition in Circular Letter above referred to, and G. F. A. Mo. Pac. Ry. has been advised of the decision.

Respectfully,
R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 228;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 15, 1903.
File B-461.

CIRCULAR LETTER NO. B-95.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-93, August 11th, 1903, I give below copy of letter from G. F. A. C. C. C. & St. L. Ry.

"Cincinnati, Aug. 14th, 1903.

Dear Sir: Referring to Proceedings No. B-22, St. Louis-Cincinnati-Louisville Freight Committee, Louisville, July 22nd and with reference in particular to the issuance of transportation in favor of attendants in charge of Live Stock. I do not understand the question of issuance of return transportation to attendants accompanying Live Stock shipments was considered, and the intent was only to discontinue the issuance of transportation on passenger trains to Live Stock shippers or attendants.

However, that there may be no misunderstanding so far as the attitude of this company is concerned, this is to advise you that we cannot comply with this resolution adopted insofar as pertains to return trans-

portation involving Cincinnati shipments. We are obliged to take this stand owing to conditions prevailing at such points as Chicago and Indianapolis."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 229;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 13, 1903.
B-317

CIRCULAR LETTER NO. B-94.

Cypress Lumber and Shingles, Lake Providence, La., via East St. Louis to Cincinnati, Ohio.

To the Freight Committee.

Gentlemen: I give below copy of letter 8th inst., file B-3-C18247, from G. F. A. Mo. Pac., I. M. & S. Ry.

"Dear Sir: Our line is now complete to Lake Providence, La., at which point there is located a large mill manufacturing Cypress Lumber and Shingles.

Prior to the advent of our line they have been using the river in the marketing of their products. Upon making a comparison of rates I find that the rate from Greenville, Miss., to Cincinnati, is 17 cents per 100 pounds and from Vicksburg to Cincinnati 18 cents per 100 pounds. Our Lake Providence people are compelled to meet this competition and while they feel we should give them the benefit of no higher rate than 18 cents from Lake Providence to Cincinnati, I do not feel that we can make so low a rate.

I therefore suggest a through rate from Lake Providence to Cincinnati, upon Cypress Lumber and Shingles, of 21 cents per 100 pounds, which should divide

15 cents per 100 pounds to East St. Louis and 6 cents beyond.

Will you please submit to the members of your Committee for approval?

Please favor me with your views on the above and if approved, say if rate shall apply to more than Cincinnati.

This is in my opinion a similar proposition to the one covered by Circular Letter No. B-83, May 26th and disposed of by Circular Letter No. B-85, June 8th, 1903.

If members approve the proposition, I will, unless otherwise instructed, require the Mo. Pac., I. M. & S. Ry. to issue through tariff and Special division Sheet, so as to avoid publishing a proportional rate from East St. Louis.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 230;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 11, 1903.
B-451.

CIRCULAR LETTER NO. B-93.

To the Freight Committee.

Gentlemen: I give below copy of letter from G. F. A. B. & O. S. W. R. R.

"Cincinnati, O., Aug. 10, 1903.

Dear Sir: Referring to Proceedings No. B-22 of the St. Louis-Cincinnati-Louisville Freight Committee, as promulgated at Louisville, Ky., July 22nd, having particular reference to the issuance of transportation to attendants in charge of Live Stock shipments.

By reference to the above proceedings we note it was decided that, effective August 1st, all lines inter-

ested would apply Official Classification rules in regard to the issuance of free transportation to attenddants accompanying Live Stock shipments between points under the jurisdiction of the above committee.

Our representative at this meeting, in voting in the affirmative on this proposition, did so without authority. This is to give you notice, therefore, that we cannot comply with the resolution as adopted, in so far as Cincinnati is concerned; this for the reason that free return transportation to attendants in charge of Live Stock Shipments is given to such attendants carrying stock from St. Louis to Chicago and St. Louis to Indianapolis, and until an agreement is reached covering these two points, providing for the application of Official Class'n rules, we cannot consistently apply these rules, as far as Cincinnati is concerned. In this connection, will also say it is our understanding that the Big Four have advised you in line with the above."

This is for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 231;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 5, 1903.
File B-370.

CIRCULAR LETTER NO. B-92.

To the Freight Committee.

Gentlemen: I give below correspondence with a member regarding action at meeting July 22nd, authorizing one half rate on broken and defective parts of Farm Wagons. See Proceedings No. B-22, also amendment No. 6, effective Aug. 6th, to Joint Freight Tariff I. C. C. No. B-34.

Please advise whether Tariff shall be amended restricting the return at one half rates on shipments from

points in Arkansas, Oklahoma and Indian Territories and Texas.

July 29, 1903.

"R. M. F.

Dear Sir: Referring to proceedings of meeting of the St. Louis-Cincinnati-Louisville Freight Committee, on the 22nd inst., covering action on this subject.

It is our understanding that this legislation should be restricted to shipments returned from points in Arkansas, Oklahoma and Indian Territories, and Texas, which shipments could be handled by Memphis to Louisville, thereby obtaining the benefit of rule in Southern and Western Classifications, which provide for return of shipments at half rates. We do not understand that it was the intention to apply half rates on returned shipments between St. Louis and Louisville proper. If you are not certain as to the proper understanding, kindly submit this letter to the roads in the Committee by Advice Letter, asking their views on the proposition.

We would state further that to put in half rates on returned shipments between St. Louis and Louisville proper would not fail to bring about similar conditions between other points in Central Freight Ass'n. Territory, which we understand is not desired."

St. Louis, July 31, 1903.

"Dear Sir: Yours 29th, file 53520 (received this a. m.) The record as shown in proceedings is correct, both as to the Stenographers notes and the discussing. The resolution having been offered by A. G. F. A., Southern Ry. I conferred with him today regarding the matter and he stated that our record is correct and the tariff should be issued in accordance therewith. In fact the tariff of Amendment No. 8, has already been printed and mailed today."

Respectfully,

R. M. F.

August 3, 1903.

53520.

"R. M. F.

Dear Sir: Referring to our letter of July 29th and your reply of the 31st, your file B-370.

While it may be true that the record shows action as stated, and it was the intention of Mr. Campbell that the action should also apply to shipments between St. Louis and Louisville and Cincinnati proper, we are still of the opinion that such action will have a very serious effect upon legislation between points in Central Freight Ass'n. territory and may result in the extension of this practice between other points.

We believe that if the resolution of the St. Louis-Cincinati-Louisville Freight Committee is confined to shipments returned from Arkansas, Oklahoma and Indian Territories, and Texas Points, all of which traffic is strictly competitive with the New Orleans and Memphis gateways through which the half rate rule on returned shipments is in effect, it should answer every purpose, and we sincerely hope that the lines in your Committee, after further consideration of this subject, will agree to such amendment to their legislation.

Please submit the correspondence to the lines by Advice Letter."

Prompt reply requested.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 232;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 1, 1905.
Files B-376.
Files B-393.
Files B-423.

CIRCULAR LETTER NO. B-91.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member as follows:

"Dear Sir: There are in effect at present the following rates as per your I. C. C. B-34:

Chatts Ballast, car loads, minimum 20 tons $1.75 net ton
Phosphate Rock, (crude lump) in bulk minimum 20 gross tons ..... 1.60 gr. ton
Sand and Gravel, all kinds, except glass sand, minimum marked capacity of car ..... 1.35 net ton
Sand, Glass, minimum marked capacity.. 1.50 net ton

It is obvious that these rates are not properly lined up with one another, and that rate of $1.75 on chatts ballast is unreasonable in comparison with rate of $1.35 on sand and gravel, which can be, and are used for the same purpose, Chatts, moreover, have no greater value. It is suggested, therefore, that the rate on chatts ballast be made the same as that on sand and gravel, unless the rates on these commodities can be advanced to $1.50 per ton, when rate on both sand and gravel and chatts could be established at the same figure, viz. $1.50 per ton.

Will you kindly submit this proposition to interested lines by advice letter, advising result?"

Please favor me with a prompt reply giving your views as to the rate that should prevail on all the commodities mentioned.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 233;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 10, 1903.

File B-445.

CIRCULAR LETTER NO. B-90.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-89, dated July 6th, regarding establishing proportional rate

of 25 cts. per 100 lbs. on Broom Corn, C. L. from East St. Louis to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above re-referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 234;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 6, 1903.
File B-445.

CIRCULAR LETTER NO. B-89.

Proportional Rate on Broom Corn.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member.

"The present rate 34 cts. per 100 lbs., East St. Louis to Louisville, on Broom Corn, Carloads, is too high to enable movement from Western Territory as against that from Oklahoma and Illinois, and it is the wish of our Company to restore the old basis, viz. 25 cts. per 100 lbs., C. L. minimum 15,000 lbs. to apply on business originating in territory west of the west bank of the Mississippi River.

Will you please obtain by wire the views of interested lines and advise as quickly as possible."

The rate of 25 cts. was in effect prior to May 1st, 1903. Effective on that date the rate was cancelled by Amendment No. 1 to I. C. C. No. B-35, as explained in Circular Letter No. B-68, April 7th, thus making rate

34 cts. East St. Louis to Louisville, the Official Class'n. basis.

Please wire your views on the proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 235;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 2, 1903.
File B-304.

CIRCULAR LETTER NO. B-88.

To the Freight Committee.

Gentlemen: Please inform me whether the next meeting of this Committee, Wednesday, July 22nd, shall be called for Louisville or Cincinnati. My reason for asking is because the last meeting (May 27th) was called for Louisville and later changed to St. Louis on telegraph vote. Meeting July 22nd, will be called for Louisville, unless reply is received before 14th from two-thirds of the members for meeting to be held in Cincinnati.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 236;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 1, 1903.
Files B-383 and 328.

CIRCULAR LETTER NO. B-87.

Rates on Cotton Seed Oil From Cincinnati, Ivorydale and Louisville to East St. Louis, Ill.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member:

"Now that the proportional rate from East St. Louis has been advanced from 5 to 8 cts. per 100 lbs., it occurs to us that possibly some advance may be made in the rate in the opposite direction. As you doubtless know, the several Louisville and Cincinnati Lines publish proportional rate of 5 cts. per 100 lbs. to East St. Louis applying on Cotton Seed Oil refined in transit at Cincinnati and Louisville, or as proportion of through rates on shipments from points south, and I believe that it would be well for you to submit this question to the lines, members of the St. Louis-Cincinnati-Louisville. Frt. Committee and to secure an expression of opinion as to whether an advance in rate will be possible. Will you kindly do this and advise result?"

Please favor me with prompt reply giving your views on the subject.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 237;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 15, 1903.
File B-328 and 383.

CIRCULAR LETTER NO. B-86.

To the Freight Committee.
Gentlemen:

Proportional Rate on Cotton Seed Oil, Carloads.

Referring to Circular Letter No. B-82, May 28th, 1903. The roads interested individually advise to the effect that Proportional Rate on Cotton Seed

Oil, C. L., originating in territory west of the Mississippi River will not be less than 8 cts. per 100 lbs. from East St. Louis, and 10 cents per 100 lbs. from East Cape Girardeau, Gale, Thebes, and Cairo to Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee.) To give time for cancellation of individual Tariffs, etc., the St. Louis-Cincinnati-Louisville Freight Committee Amendment to Joint Proportional Tariff from East St. Louis will be issued effective July 6th, 1903.

The representatives of C. & E. I., C. C. C. & St. L. and I. C. Railroads from Thebes, Cairo, East Cape Girardeau and Gale advised.

The Mo. Pac. Ry. have also been advised of cancellation of authority granted for division of rates on Cotton Seed Products, shown in proceedings No. 4, page 2, Feb. 27th, 1901, accepted by Mo. Pac. as shown in Proceedings No. 5, page 1, April 24th, 1901.

Respectfully,

R. M. Fraser, Chairman."

P. S.—Please favor me with copy of cancellation notice of your individual issue now in effect."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 238;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 8, 1903.
File B-317.

CIRCULAR LETTER NO. B-85.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-83, dated May 25th, regarding rate and divisions on "Staves" from points in Southeastern Arkansas, via East St. Louis to Cincinnati.

After further investigation, roads interested individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 239;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 8, 1903.
File B-390.

CIRCULAR LETTER NO. B-84.

To the Freight Committee,

Gentlemen: As instructed on 27th ult., see Proceedings No. B-21, page 4, I give below the rates on New Railway Cars, as per C. H. & D. Ry., Joint Freight Tariff No. 2900, I. C. C. No. 696, March 12th, 1900, from Dayton, Ohio.

To.	Private, Parlor, Dining Room and Sleeping.		Baggage, Mail and Express.	Box, Caboose, Flat, Gondola, Platform, Tank.
Chicago, Ill.	$15.90	$13.25	$10.60	$7.95
E. St. Louis, Ill....	22.30	18.65	14.95	10.41

If any change desired in Amendment No. 6, effective June 15th, to Tariff I. C. C. B-34, please advise.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 240;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 28, 1903.
File B-317.

CIRCULAR LETTER NO. B-83.

To the Freight Committee.

Gentlemen: As instructed at meeting 27th, I give below copy of letter from a member regarding rate and divisions on "Staves," from points in Southeastern Arkansas to Cincinnati.

"There is a prospective movement of very large quantity of staves to Cincinnati from Lake Village, Luna Island and other points in Arkansas on the Mississippi River, Hamburg & Western Railway.

These points are all adjacent to Mississippi River and on account of a close proximity of the staves to the Mississippi River, it is possible to barge same to Cincinnati at a very low rate, but it has been figured that the business could be moved all rail on basis of a through rate of about 18 cts. per 100 lbs. The present tariff rate is 25 cts. per 100 lbs., which is made up as follows:

South of Cairo, 14 cents.

Cairo to Cincinnati, 11 cents.

In the division of the 11 cent rate from Cairo the lines from East St. Louis to Cincinnati earn 8c per 100 lbs., this making the divisions of the 25 cent rate as follows:

South of East St. Louis, 17 cents.

East St. Louis to Cincinnati, 8 cents.

Using these divisions as factors to determine percentages to use in dividing a rate of 18 cents, would make divisions as follows :

South of E. St. Louis, 68 per cent—12.2 cts. per 100 lbs.

East of E. St. Louis, 32 per cent—5.28 cts. per 100 lbs.

We believe it could be arranged with the Iron Mountain to accept south of E. St. Louis 12 cts. per 100 lbs., which would leave 6c per 100 lbs. for the lines, E. St. Louis to Cincinnati. As a further argument in support of the proposed rate of 18 cts. per 100 lbs., would state that the 18 cent rate is now in effect from Greenville, Miss., and other points on the east bank of the Mississippi River opposite the Arkansas points above mentioned. We would like you to docket this subject for consideration at the next meeting of the St. Louis-Cincinnati-Louisville Freight Committee. Our suggestion is that a through rate of 18c per 100 lbs. be concurred in, same to divide, Iron Mountain 12 cts., East of East St. Louis, 6 cts., the Iron Mountain to issue through tariff to cover the through rate and special division sheet to take care of the divisions; this so as to avoid the necessity of establishing a special proportional rate to apply east of E. St. Louis, as it is only desired that the 6c division be applied on the particular business mentioned, which is, as stated above, subject to River competition."

Please let me have your views on the proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 241;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 28, 1903.
Files B-328 & 383.

CIRCULAR LETTER NO. B-82.

To the Freight Committee.

Gentlemen: As instructed at meeting 27th I give below copy of action taken in regard to "Proportional rate on Cotton Seed Oil, C. L. via. East St. Louis and Cairo.

"I move you that the rate from East St. Louis to Cincinnati and Cincinnati Points—Louisville and Louisville Points (under the jurisdiction of this Committee) on Cotton Seed Oil, C. L. originating in territory west of the Mississippi River, be made 8 cts. per 100 lbs., it being understood that the rate from East Cape Girardeau, Gale, Thebes and Cairo will be 10 cts. on the same traffic."

Please advise me without delay your individual views on the subject and the result will be announced by Circular Letter.

Respectfully,

R. M. Fraser, Chairman."

N. B.—Copies also sent Messrs. Campbell, Nichols and Becker, representing Cairo, Thebes, etc., for their views. See B-383."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 242;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 15, 1903.
File B-382.

CIRCULAR LETTER NO. B-81.

To the Freight Committee,

Gentlemen: Referring to Circular Letters No. B-75 and B-79, April 28th and May 7th, subject:

Stopping in Transit at Louisville and Cincinnati of Shipments of Glass Bottles, Lamp Chimneys, Etc., from C. F. A. Territory to the Southwest.

I am in receipt of letter of 13th, file 8713 from Chairman, Southwestern Tariff Committee, as follows:

"Stop-over Privileges at Louisville and Cincinnati.

Again referring to your letter of May 6th, file B-392: Your proposition was submitted to the members of this Committee on May 7th and this is to advise that

negative recommendations have been received to the cancellation of basis outlined in your advice."

This for your information.

The subject will be on docket for next meeting.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 243;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 11, 1903.
File No. B-308.

CIRCULAR LETTER NO. B-80.

To the Freight Committee,

Gentlemen: I am in receipt of letter 8th, file 46374 from G. F. A. B. & O. S. W. R. R., as follows:

"As you understand the present rate on Grain from East St. Louis (proper or from beyond) to Cincinnati, also to Louisville, via lines other than Southern Ry. and L. H. & St. L. is ten (10) cents per 100 pounds.

If you refer to proceedings of meeting held at Chicago on December 11th and 12th, 1902, as issued by Mr. C. E. Fulton, you will notice that notice was then given by us that we would hold to a proportional rate of 7 cents per 100 pounds, East St. Louis to Cincinnati and Louisville on Grain coming from the West. We did not, however, put the 7 cent rate in effect at the time and have been operating the local rate of 10 cents on Grain originating in the west. Conditions, however, have since changed considerably and we now find it necessary to establish the 7 cent proportional rate, which we will cover by individual tariff, effective 14th inst.

Kindly advise other interested lines of our intention in this regard."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 244;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., May 7, 1903.
File B-382.

CIRCULAR LETTER NO. 79.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-75, April 28th, subject:

Stopping in Transit at Louisville and Cincinnati of Shipments of Glass Bottles, Lamp Chimneys, Etc., from C. F. A. Territory to the Southwest.

I am in receipt of replies from each member of the Committee to the effect that they favor the discontinuance of the Stop-over privilege, etc., as explained in Circular Letter No. B-75. I give below copy of letter to and from the Chairman, Southwestern Tariff Committee:

"St. Louis, May 6th, 1903.

To the Chairman Southwestern Tariff Committee:

I attach copy of Circular Letter No. B-75, April 28th, which was submitted to the members of this Committee and I am in receipt of replies from each one, to the effect that the Stop-over privileges, etc., heretofore accorded will be discontinued.

In accordance with the action and wishes of this Committee will you amend Southwestern Tariff Committee Exception 1-0, effective March 20th, 1903, page 12 and eliminate item No. 122.

Please acknowledge receipt of this letter and Circular, advising effective date of your elimination and cancellation of the item No. 122, mentioned above, so that I may inform members of this Committee."

Chairman St. L. C. L. Frt. Com."

"St. Louis, May 6th, 1903.

To Chairman, St. L. C. L. Frt. Com.:

Beg to acknowledge receipt of yours of the 6th inst., file B-392, enclosing copy of Circular B-75.

The Chairman, of course, has no authority to make changes in Committee publications without first submitting the matter to members.

Your advice will be submitted at once and Chairman will act promptly on recommendation of the Committee."

Chairman S. W. Tariff Com."

This for your information and I await further instructions.

The subject will be on docket for next meeting unless disposed of in the meantime.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 245;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 29, 1903.
File B-351.

CIRCULAR LETTER NO. B-78.

To the Freight Committee.

Gentlemen: I give below copy of letter 29th from a member:

Cement Plaster, C. L. Minimum 30,000 lbs.

"Refer to C. F. A. Information No. 3886. Prior to January 1st, you carried Proportional rate of 8 cents per 100 pounds on this commodity, East St. Louis to Louisville, New Albany, Jeffersonville, and Cincinnati, but that rate was eliminated effective January 1st, I believe in error. Since the rate to Dayton is 9 cents

per 100 pounds, and we cannot hold higher than that figure to Cincinnati under any circumstances, I wish you would submit the matter by Advice Letter, so that if it is decided to restore the former proportional rate of 8 cents per 100 pounds to the points in question, it can be incorporated in the next issue of your Proportional Tariff."

The proportional rates to points named were authorized by C. F. A. Information No. 2063, February 19, 1900, and reissued in Information No. 3886, December 26th, 1902. These rates were carried in Joint Proportional Tariff I. C. C. B-30, until the tariff was cancelled, effective December 31st, 1902, by I. C. C. B-32 as authorized at meeting in Chicago, December 12th, 1902.

Please advise if you favor the proposition in letter quoted above.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 246;" as follows:

ST. LOUIS EASTBOUND FREIGHT COMMITTEE
and
ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

IMPORTANT.

St. Louis, Mo., April 29, 1903.
Files 4220 and B-459.

CIRCULAR LETTER NOS. 136 & B-77.

To the Freight Committee.
Gentlemen:

Proportional Rates from Upper Mississippi River Crossings vs Rates from East St. Louis to Points in C. F. A. Territory.

At meeting of St. Louis-Cincinnati-Louisville Freight Committee, March 25th and at meeting St.

Louis Eastbound Freight Committee April 17th the above subject was under consideration and resolution adopted as follows:

March 25th:

"Resolved, That the Chairman urge upon Secretary Rainer the importance of having the proper proportional rates maintained from Upper Mississippi River in accordance with Joint Rate Committee Middle Division Circular No. 20 of subsequent issues."

April 17th:

"Moved, That Chairman C. F. A. be advised that this Committee is willing to attend meeting with the understanding that the discrepencies as obtained by Secretary Joint Rate Committee shall be presented to the meeting for discussion."

I am in receipt of letter 24th, file 10307 from Chairman C. F. A. as follows:

"Relative to conference between St. Louis Eastbound Freight Committee, St. Louis-Cincinnati-Louisville Freight Committee and representatives Western roads from East Bank Mississippi River Points north thereof to consider the question of rates to Central Freight Association Territory.

The Western Lines inform us that they will be represented at this Association rooms on Thursday, May 7th, at 10:30 a. m., to take up this question. Will you, therefore, kindly arrange with the members of the St. Louis Eastbound and Cincinnati-Louisville Freight Committees to be on hand without fail?"

Please do not fail to attend the meeting in C. F. A. rooms, Chicago, May 7th, 10:30 a. m.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 247;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 29, 1903.
File A-116.

CIRCULAR LETTER NO. B-76.

To the Freight Committee:

Gentlemen: I give below copy of letter 28th inst. from a member:

Crude Oil, Louisville to Evansville.

I am asked to name rate on Crude Oil in tank cars, Louisville to Evansville, and in as much as the present rate from Louisville to Owensboro and Henderson is 8 cents per 100 pounds, I do not see how we can consistently charge in excess of this rate to Evansville.

We would therefore thank you to submit to interested lines by Circular Letter, the proposition to apply rate of 8 cents per 100 pounds, Louisville to Evansville on Crude Oil, C. L. in Tank Cars, minimum weight capacity of tanks, and in barrels, minimum weight 30,000 pounds per car.

Please advise views of individual roads on this proposition as soon as possible and if same is favored, name date effective."

The rates, as per I. C. C. B-34, between East St. Louis, Cincinnati and Louisville, etc., is 11 cents per 100 pounds, C. L. minimum in barrels, 24,000 pounds; in tanks, capacity of tank.

Please favor me with your views on the proposition both as to rate and minimum weight.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 249;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 27, 1903.
File B-383.

CIRCULAR LETTER NO. B-74.

To the Freight Committee:
Gentlemen:

Division of Rates on Cotton Seed Products, C. L. from Arkansas via Cairo vs E. St. Louis.

Referring to Circular Letters No. B-72, B-69 and B-67, also Proceedings, No. 20, page 2, March 25th, on above subject.

For your information I give below copy of letter April 25th, file 21517 from A. G. F. A. C. C. C. & St. L. Ry.

"Referring to your Circular Letter B-69 on Cotton Seed Oil. We have issued tariff on Cotton Seed Oil from East St. Louis to Cincinnati and Ivorydale of 5 cents and will carry the usual differential from Cairo, making the rate from that point 7 cents per 100 lbs. I would urge the adoption of 7 cent rate from Cairo as quickly as possible."

The subject of Cotton Seed Product Rates will be on docket for next meeting.

Respectfully,

R. M. Fraser, Chairman."

Copy to G. F. A. C. & E. I. R. R.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 250;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 20, 1903.
File B-460.

CIRCULAR LETTER NO. B-73.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member:

"The Missouri Pacific in connection with the Texas & Pacific publish commodity rates on Bones and Horns, carloads, minimum 24,000 lbs. from City of Mexico and other points in Mexico to Cincinnati and Louisville, rates ranging from 50½ to 71 cts. per 100 lbs. In the division of these rates the Missouri Pacific propose to allow the line east of East St. Louis the same earnings as accrue on similar traffic from Texas Common Points, on which basis the line from East St. Louis to Louisville received 6.6 cts. or 20 per cent of the 33 cent rate. I wish you would please ascertain what lines are participating, or would participate, in this traffic on the basis named. An early answer will be appreciated."

When answers are received from all parties they will be communicated by Circular Letter.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 251;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 18, 1903.
File B-383.

CIRCULAR LETTER NO. B-72.

To the Freight Committee.
Gentlemen:

Division of Rates on Cotton Seed Products, C. L. from Arkansas via Cairo vs. East St. Louis.

Cotton Seed Oil Between Louisville, East St. Louis or Evansville.

Referring to above subjects on Proceedings No. 20, March 25th, page 2, also to Circular Letter No. B-69, April 11th.

For your information I give below copy of letter 16th, file T-7027 from G. F. A., C. & E. I. R. R. (Frisco System.)

"Referring to recent correspondence relative to minimum proportions east of East St. Louis, Thebes, Cairo and Gale on Cotton Seed Oil from points in Arkansas, destined to Louisville and Cincinnati.

I presume you have received copy of Central Freight Ass'n. I. C. C. Advice No. 227. I desire to call your attention to Item No. 2 therein. If it is the intention of the East St. Louis Lines to continue the 5 cent rate from East St. Louis to Cincinnati, Louisville and Ivorydale, I am of the opinion that it will be impossible for the lines from Cairo, Gale and Thebes to maintain the minimum proportion of 10 cts. per 100 lbs."

This subject will be on the docket for next meeting.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 252;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 14, 1903.
File B-44.

CIRCULAR LETTER NO. B-71.

Traffic, Louisville to Oklahoma and Indian Territories.

To the Freight Committee.

Gentlemen: Referring to Proceedings No. 20, March 25th, 1903, regarding Southern Ry. withdrawing percentage arrangement in effect on the above traffic. I am today in receipt of letter 13th, file C-C-279 from A. G. F. A., Southern Ry., as follows:

"I am not at the present time in position to make any change in my percentage arrangements on Indian and Oklahoma Territory traffic from Louisville."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 253;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 11, 1903.
File A-115.

CIRCULAR LETTER NO. B-70.

To the Freight Committee.

Gentlemen:

I give below copy of letter April 8th from G. F. A., L. H. & St. L. Ry.

Exception to Classification.

"On reference to your Tariff No. 4-A-4, applying between Evansville and Louisville and Cincinnati, I note

that you failed to publish C. F. A. exceptions as carried on East St. Louis Tariff I. C. C. B-34.

I know of no reason why rates between Evansville and Louisville and Cincinnati should not be subject to the same exceptions as between East St. Louis and Louisville and Cincinnati and would thank you to submit to interested lines the proposition to establish the same exceptions as at present carried in tariff naming rates to and from East St. Louis."

The Exceptions to Official Class'n. printed in Joint Tariff I. C. C. B-34 and Amendment No. 3 cover 3 pages. Should all be printed in the two (2) Evansville Tariffs. Shall Tariffs, I. C. C. No. 4 and No. A-4, be reissued at once to include the "Exceptions" or wait until changes in rates, etc., require a re-issue.

Please make careful examination of the Evansville Tariffs and advise what other changes or additions are desired.

Shall the rule adopted March 25th, Proceedings B-20, page 3 regarding issue of Tariffs and Amendments be applied to the Evansville Tariffs.

Special answers to the above will oblige.

Yours respectfully,

R. M. Fraser, Chairman.'

Complainant offers in evidence "Complainant's Exhibit Fraser No. 254;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., April 11, 1903.
File B-328.

CIRCULAR LETTER NO. B-69.

Rates on Cotton Seed Oil.

To the Freight Committee.

Gentlemen: For your information I give below copies of letters as follows:

From G. F. A., B. & O. S. W. R. R., April 9th, 1903, file 47223.

"This is to advise you that we will issue individual tariff making same effective 15th inst. to cover rate of 5c per 100 lbs. on Cotton Seed Oil, in tank cars, minimum weight capacity of tank, from E. St. Louis to Louisville, Cincinnati and Ivorydale, same to apply on shipments originating at points beyond E. St. Louis.

As you are aware, Southern Ry., sometime ago, issued rate of 5 cts. per 100 lbs. from E. St. Louis to Louisville and as it is customary, under the rules of the St. Louis-Cincinnati-Louisville Freight Committee, that rates from E. St. Louis to Cincinnati and Louisville should be uniform, we are obliged to take this action.

It is not desired that this rate be incorporated in the joint tariff, issued by you as Chairman of the St. Louis-Cincinnati-Louisville Freight Committee.

Will you kindly notify members of the St. Louis-Cincinnati-Louisville Committee of our action."

From G. F. A., C. C. C. & St. L. Ry., April 9th, 1903.

"The B. & O. S. W. and ourselves have found it necessary, on account of the rates held by the Southern Ry. on Cotton Seed Oil, to publish a rate of 5c per cwt. from E. St. Louis to Cincinnati and Ivorydale.

We have issued independent tariff and do not care to have it embodied in your tariff."

For further information on this subject see Circular Letter No. B-67, March 2nd and Proceedings March 25th, page 2.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 255;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of Chairman.

St. Louis, Mo., April 7, 1903.
File B-445.

CIRCULAR LETTER NO. B-68.

To the Freight Committee.

Gentlemen: The following is a copy of letter 6th file R-448 from G. F. A., L. H. & St. L. Ry.

Broom Corn, East St. Louis to Louisville and Frankfort.

"I have just secured the concurrence of the L. & N., B. & O. S. W. and Southern Ry., to the withdrawal of rate 25 cts. per 100 lbs. on Broom Corn, East St. Louis to Frankfort, and have suggested that correction be made effective May 1st, on and after which date, rate will not be less than 34 cts. per 100 lbs., which is 2nd class East St. Louis to Louisville and Cincinnati and in as much as the lines referred to have concurred in the advance to Frankfort, there is nothing to prevent our concurrence in the proposition to withdraw commodity rate of 25 cts. East St. Louis to Louisville and restore rate to Official Class'n. basis and we are accordingly in favor of this proposition and would like to have the rate made effective on May 1st same date as the advance East St. Louis to Frankfort goes into effect."

This for your information. In absence of instructions to the contrary, amendment will be issued effective May 1st, eliminating from Joint Proportional Tariff I. C. C. B-35, Broom Corn, C. L. minimum 15,000 lbs. (to Louisville, only) 25 cts. per 100 lbs. This will have the effect of making rate on Official Class'n. basis.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 256;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., March 2, 1903.
File B-328.

CIRCULAR LETTER NO. B-67.

To the Freight Committee.

Gentlemen: For your information I give below copy of letter Feb. 26th, file C-C-291 from A. G. F. A., Southern Ry., (St. Louis-Louisville Lines.)

"*Rate Adjustment:—Rate on Cotton Seed Oil from East St. Louis to Louisville, Ky.*

Referring to action of the Illinois Central Railroad in making effective rate on Cotton Seed Oil, Carloads, from Louisville to East St. Louis of five cents per 100 lbs., as per their Supplement No. 2 to I. C. C. 1435, April 28th, 1902, thereby causing other lines to make effective this rate from Louisville to East St. Louis.

This is to advise that as long as the rate of five cents per 100 lbs. is carried from Louisville to East St. Louis, we reserve the right to make the same rate from East St. Louis to Louisville and will issue tariff accordingly."

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 257;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 26, 1903.
File B-314.

CIRCULAR LETTER NO. B-66.

To the Freight Committee.

Gentlemen. I give below copy of letter 25th, file C-C-852 from A. G. F. A., Southern Ry:

"Rate Adjustment:—Consolidating less-carload shipments into carloads.

Referring to meeting held in Chicago, November 25th and 26th jointly with the Chicago & Ohio River Committee, and my announcement to the effect that our road would apply Classification basis on Whiskey shipments from Louisville, effective December 15th, we reserving the right to reinstate the carload rate as any quantity rate if our competitors did not maintain the Classification basis and operate under the rules adopted for the carrying out of his basis:

Beg to advise that we are not satisfied with the action of other lines in handling less-car-load shipments at the carload rate, ignoring the ruling of the Inspector, etc., at Louisville, and feel that our interest can only be protected by again establishing the carload rate as any quantity rate, but before taking final action in this matter, I will be pleased if you will communicate with the other lines, members of the St. Louis-Cincinnati-Louisville Freight Committee, and get expression of their views. Furthermore, I will not establish any quantity rate until notice has been given to you of my intention to do so. The Classification basis is not being maintained either at Louisville or Cincinnati."

Please let me have prompt reply giving your views on the above subject; when answers are received from all members they will be communicated by Circular Letter.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 258;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 23, 1903.
File B-447.

CIRCULAR LETTER NO. B-65.

To the Freight Committee.

Gentlemen: As instructed at meeting Jan. 28th (See Proceedings No. 19, page 1) I wrote Jan. 30th a joint letter to Messrs. Cale, Knight, Hall and Leland, quoting action of meeting, as follows:

"Recommended, That divisions be established with the Indian & Oklahoma Territory Lines on basis of twenty and eighty per cent respectively, east and west of East St. Louis, on traffic from Louisville, New Albany and Jeffersonville; provided that the Indian & Oklahoma Territory Lines will, not later than April 1st, 1903, establish the same rates from Louisville, Jeffersonville and New Albany as are in effect from Moline and Rock Island."

And am in receipt of reply to my letter Jan. 30th, as follows:

Indian & Oklahoma Conference Committee.

St. Louis, Mo., Feb. 21, 1903.
O-373.

Dear Sir: The question of rates and divisions on traffic, Louisville to Indian & Oklahoma Territory points was considered at today's meeting, special reference being given to application of St. Louis rates on Agricultural Implements from that point. It was understood that all lines would file with the Interstate Commerce Commission notice of their non-concurrence in such Tariffs or any others naming lower rates than provided in Indian & Oklahoma Conference Committee Tariffs.

Yours truly,

(Signed.) G. W. Cale, Chairman.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 259;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., February 19, 1903.
File B-327.

CIRCULAR LETTER NO. B-64.

To the Freight Committee.

Gentlemen. I am in receipt of Supplement No. 5 to Through Freight Rates No. 46, C. & O. R. Committee, also Supplement No. 4 to Chicago-Indianapolis Division Sheet No. 46, G. L., advising that effective Feb. 24th rates on Pig Iron will apply per ton 2240 lbs. instead of 2268 lbs. as heretofore.

Shall amendment be issued to I. C. C. No. B-34 making the per ton weight on Pig Iron, on page 8 of tariff, 2240 lbs. instead of 2268 lbs.

Please advise promptly your views as to the foregoing proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 260;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 16, 1903.
File B-345.

CIRCULAR LETTER NO. B-63.

To the Freight Committee:

Gentlemen: I am in receipt of letter dated Febru-

ary 13th, file 1152, from Chairman, Cincinnati Freight Committee, as follows:

"At a meeting of this Committee, held Feb. 12th, the question of rates on Brick from Cincinnati to C. F. A. Territory was considered and the following resolution adopted:

"Resolved, That St. Louis-Cincinnati-Louisville Freight Committee be requested to advance the rate from Cincinnati to East St. Louis on Brick from $1.75 to $1.90 per ton to be in line with rates proposed to apply from Cincinnati to Chicago and Peoria."

Will you kindly place this matter before your Committee at the earliest possible date, and oblige."

Shall amendment be issued to I. C. C. B-34, naming rate of $1.90 per ton on Brick and Commodities taking same rates from Cincinnati and Cincinnati Points, Louisville and Louisville Points to East St. Louis or shall the rate of $1.90 per ton be made to apply between East St. Louis, Cincinnati and Cincinnati Points, Louisville and Louisville Points.

Please advise promptly your views as to the foregoing proposition and be specific in your replies, so as to enable me to dispose of the subject.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 261;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Feb. 14, 1903.
File No. B-308.

CIRCULAR LETTER NO. B-62.

To the Freight Committee:

Gentlemen: I give below copy of a letter from the St. Louis Traffic Bureau:

"St. Louis, Mo., Feb. 12, 1903.

Mr. R. M. Fraser, Chairman St. L. S. L. Frt. Committee, City.

Dear Sir: The rate on Grain Products from East St. Louis to Louisville, Ky., as shown in your Tariff No. B-33 of January 1st, 1903, is 10 cents per 100 lbs., while the grain is being handled from East St. Louis to Louisville at 4 cents per 100 pounds. The high rate on the Grain Products prevents practically any sale and movement to Louisville, or to territory beyond where the rates are based on the combination of the locals. The miller at Louisville buys much of his grain at St. Louis, and at points beyond and in the territory west of the Mississippi River, this grain pays the same rates as published on the product, but from East St. Louis to Louisville he gets the grain handled at 6 cents per 100 pounds less than the rate on the product, which gives him an advantage of 12 cents per barrel on the output of his mill, as he can manufacture his goods as cheaply as the miller on the Mississippi or Missouri River.

With a rate on the Grain Products, East St. Louis to Louisville even 1 cent per 100 pounds higher than the rate on the grain the St. Louis Miller would have to deduct 2 cents per barrel or more from his profits to meet the price of the Louisville miller, as they can mill the grain as cheaply and are in much closer touch with the trade. When this difference is increased to 6 cents per 100 pounds or 12 cents per barrel it more than consumes the miller's profits.

In the Central Freight Association Territory, reached by lines, members of your Committee, grain and grain products are, as a rule, handled at the same rate, for example, to Indianapolis, just north of Louisville, the rate on both the grain and grain products is 7 cents per 100 pounds.

The cars can be given as heavy loading with the grain product as with the grain and as the product is loaded and unloaded by the owners, the carriers are not put to any greater cost in handling the grain products than in handling the grain, and we see no good

reason why a 25 ton car of grain product should be charged $50.00 when the charge on a 25 ton car of grain is only $20.00. The mills in St. Louis have a combined capacity of over 10,000 barrels per day and we think are entitled to some consideration from the members of your association. We believe that in charging a rate of 4 cents on the grain and a rate of 10 cents on the product, between the points named, the interested lines are unjustly discriminating against the grain products and we, therefore, respectfully request that they arrange to accept the grain products at the same rate as charged on the grain—4 cents per 100 pounds from E. St. Louis to Louisville, Ky.

Yours respectfully,

(Signed) E. S. Tompkins, Commissioner."

This is for your information and awaiting instructions, I am,

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 262;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 29, 1903.
File B-318.

CIRCULAR LETTER NO. B-62.

Revision of Joint Freight Tariffs Between East St. Louis-Cincinnati-Louisville-Evansville and Louisville-Evansville and Cincinnati.

To the Freight Committee:

Gentlemen: You are hereby requested to be represented at meeting Louisville Hotel, Louisville, Ky., Tuesday, February 3rd, 10:00 a. m., in accordance with resolution adopted at meeting in Cincinnati, 28th, as follows:

Moved, That checking rates between St. Louis-Cincinnati-Louisville-Evansville and Cincinnati and Evansville and Louisville be referred to a Special Meeting of Rate Clerks to be called at Louisville Hotel, Louisville, Ky., on Tuesday, February 3rd, 10:00 a. m.

As the number of Proof Copies are limited I attach copy of the Tariff in which you are directly interested, which has been compiled from best information furnished and I request that you will examine the entire issue, noting changes, additions, etc., deemed proper for consideration at meeting.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 263;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Jan. 21, 1903.
File B-368.

CIRCULAR LETTER NO. B-61.

To the Freight Committee:

Gentlemen: Referring to Circular Letter No. 60, January 16th, quoting letter from A. G. F. A. Southern Ry. regarding rate on Cast Iron Pipe.

I am now in receipt of the following:

"St. Louis, Mo., Jan. 19, 1903.
C-402.

Dear Sir: Our I. C. C. C-291, applying rate of $1.65 per net ton on Cast Iron Pipe, C. L. from Louisville to East St. Louis, effective January 21st, 1903, will expire this month.

On and after February 1st, rate will be 10 cents cwt. as provided in your tariff B-33.

Yours truly,
(Signed) R. A. Campbell, A. G. F. A."

C. & O. R. Committee supplement No. 3 to Tariff No. 46 and Supplement No. 2 to Division Sheet No. 46, C. L., effective February 1st, 1903, names rate $2.00 per ton on Iron Pipe and Fittings, Cast Iron, C. L.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit No. 264;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., Jan. 16, 1903.
File B-368.

CIRCULAR LETTER NO. B-60.

To the Freight Committee:

Gentlemen: I am in receipt of letter January 15th from A. G. F. A. Southern Ry., as follows:

"I have just wired Interstate Commerce Commission, as follows:

'Our I. C. C. C-291, effective 21st, copy filed today, makes rate Cast Iron Pipe, C. L., Louisville to East St. Louis, One Dollar Sixty-five cents net ton.'

This action account similar rate in effect from Jeffersonville to Chicago.

This for your information."

The above rate is published in Chicago & Ohio River Committee Supplement No. 2, effective January 15th, 1903, to Through Freight Tariff No. 46.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 265;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 11, 1902.
File B-450.

CIRCULAR LETTER NO. B-59.

To the Freight Committee:

Gentlemen:

Referring to Circular Letter No. B-56, December 1st, regarding the above subject. I am today in receipt of letter dated December 10th, filed D-422 from Chairman Cale, Arkansas Freight Committee, as follows:

Whiskey from Points in Defined Territory to Arkansas Points.

"With further reference to your communication of the 26th ult., (your file B-450), to which I replied under date of November 28th (our file D-383).

As advised you in the communication referred to that the subject would be docketed for consideration at the next meeting of the Arkansas Freight Committee, beg to advise that the Committee, in session yesterday, took action which resulted in instructions to the Chairman to communicate to you, that while the Committee should very much regret the cancellation of divisions from territory named, on account of the action complained of (i. e. the action of the Arkansas Freight Committee regarding the manner of publishing through rates on Whiskey and the basis for dividing same, as announced in Rate Notice I. C. B-470 and Circular No. 53) E, both issued October 6th, 1902, it was the unanimous opinion of the Arkansas Freight Committee lines that they found such action necessary for their own protection and they do not feel that they can make any change in the manner of establishing the through rates and the dividing of same, and further, they do not feel that they can withdraw from the position taken with reference to this particular traffic.

The foregoing is quoted for your information, with the understanding that it will be imparted to the members of your Committee interested."

This for your information and the subject will be docketed for consideration at next meeting.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 266;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 10, 1902.
File B-439.

CIRCULAR LETTER NO. B-58.

To the Freight Committee:

Gentlemen: Please refer to tonnage and Revenue statement No. 63, for November, 1902, under heading Louisville and Louisville Points to East St. Louis, "Revenue" and correct percents to read as follows:

B. & O. S. W. R. R.	26.8 per cent.
C. H. & D. Ry.	.0 per cent.
C. C. C. & St. L. Ry.	0.5 per cent.
Ill. Central R. R.	1.0 per cent.
Southern Ry.	40.5 per cent.
L. H. & St. L. Ry.	28.9 per cent.
P. C. C. & St. L. Ry.	2.3 per cent.
T. H. & I. R. R.	.0 per cent.
	100.0 per cent.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 267;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 5, 1902.
File A-114.

CIRCULAR LETTER NO. B-57½.

Whiskey, Highwines, etc., in Wood.

To the Freight Committee:

Gentlemen: This is to advise that effective December 15th, Joint Freight Tariff No. 3 between Evansville, Ind., and Louisville, Ky., New Albany and Jeffersonville, Ind., will be amended as follows:

Eliminate: Rate on Whiskey, Alcohol, Highwines and spirits, in wood, L. C. L., via rail 15 cents, via boat 13 cents per 100 pounds.

Also Joint Freight Tariff No. A-3 between Evansville, Ind., and Cincinnati, Ohio, will be amended as follows:

Eliminate: Rate on Whiskey, Alcohol, Highwines and spirits, in wood, L. C. L. (to Evansville, only), via rail 17 cents, via boat, 15 cents per 100 pounds.

The above in line with amendment No. 3 to Joint Freight Tariff, I. C. C. No. B-31, between East St. Louis-Cincinnati-Louisville, etc., effective December 15th, issued on instruction of individual roads. See proceedings No. 18, November 25th, page 3.

This for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 268;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Dec. 5th, 1902.
File B-453.

CIRCULAR LETTER NO. B-57.

To the Freight Committee.

Gentlemen: Please do not fail to be present or authoritatively represented at meeting in C. F. A. Rooms, Chicago, Wednesday, Dec. 10th, 10:00 a. m., sharp, in accordance with action at meeting Nov. 26th (See proceedings) as follows:

Recommended, That a Joint Meeting be called in Chicago, December 10th, 1902, of the St. Louis-Cincinnati-Louisville Freight Committee, Chicago & Ohio River Committee and the Peoria Eastbound lines, for the purpose of revising the rates between the various points under the jurisdiction of those committees. Said meeting to be held at Central Freight Ass'n. Committee Rooms at 10 a. m.

The Chicago & Ohio River and Peoria Committees representation has been arranged for by Secretary Fulton.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 269;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., December 1, 1902.
File B-450.

CIRCULAR LETTER NO. B-56.

To the Freight Committee.
Gentlemen:

Whiskey from Points in Defined Territory to Arkansas Points.

As instructed at meeting Nov. 25th (See Proceedings No. 18, page 2) I give below copy of correspondence and notices issued by Chairman, Arkansas Freight Committee:

"St. Louis, Mo., Nov. 26, 1902.

Mr. Geo. W. Cale, Chairman, City.

Dear Sir: Your letter Oct. 16th, file D-383 and copy of proceedings Conference Meeting, Louisville, Ky., May 6th, 1898 regarding whiskey from points in defined territory to Arkansas Points was submitted at meeting Oct. 22nd and laid over for investigation by the members.

At meeting 25th inst. the subject was given further consideration and action taken as follows:

"We recommend, That the Chairman be instructed to reply to Chairman Cale of the Arkansas Frt. Com., that if the lines, members of his Committee, persist in the position outlined in his communication of October 16th, file D-383 to Mr. Fraser, it will necessitate the cancellation of divisions on all traffic from Cincinnati and Louisville to Arkansas Common Points, as it is not considered fair to operate divisions that are now in effect on some Commodities to the exclusion of others.

Please endeavor to have this matter considered without delay advising conclusions. Also please advise me at once whether the basis named has been made effective, if so, on what date and mail me under personal cover a copy of the tariff.

Regretting delay in answering your letter and awaiting your reply, I am,

Yours respectfully,

(Signed) R. M. Fraser, Chairman."

"St. Louis, Nov. 28th, 1902.
D-383.

Divisions on Whiskey to Arkansas Points.

Mr. R. M. Fraser, Chairman, St. L. C. L. Frt. Com., City.

Dear Sir: I am in receipt of yours of the 26th inst. file B-450, and note recommendation of the members of your Committee to the Chairman, which is in response to his file D-383 regarding divisions on Whiskey to Arkansas Common Points.

Replying will say that we will have this matter docketed for consideration at next meeting of the Arkansas Freight Committee which will convene at St. Louis on December 9th, 1902.

Replying to your enquiry to advise you at once whether the basis named has been made effective and if so on what date; beg to enclose copy herewith of Chairman's Circular 53-E and Rate Notice I. C. C., B-470, both issued Oct. 16th, 1902, effective date of change being November 1st, 1902. In this connection also beg to refer you to our letter of October 16th, file D-383, to which no response was received prior to your letter of the 26th inst., referred to in this communication. Similar notice was filed with Messrs. D. M. Goodwyn of the L. & N. and F. B. Bowes of the Ill. Cent'l. covering Memphis gateway.

Yours truly,

(Signed.) G. W. Cale, Chairman."

"St. Louis, Mo., Oct. 16, 1902.

RATE NOTICE NO. I. C. C. B-470.

Whiskey.

Notice has been received from interested lines of intention effective November 1st, 1902, to establish rate

on Whiskey from points in defined territories to Arkansas Points on differential basis except where combination of locals through Mississippi River Crossings makes less.

Committee publications will be amended accordingly.

Geo. W. Cale, Chairman.

Authority No. 738 D-383. Cir. 53-E. To IS. C. C. 10-16-1902.

St. Louis, Mo., Oct. 16, 1902.

CIRCULAR NO. 53-E.

Whiskey.

Referring to Rate Notice No. I. C. C. B-470.

Notice has been received from interested lines that rates on Whiskey to Arkansas points made on combination of locals through Mississippi River Crossings will be divided by allowing lines west thereof full local rates.

Geo. W. Cale, Chairman.

Authority No. 739.

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 270;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 26, 1902.
File B-447.

CIRCULAR LETTER NO. B-55.

Traffic, Louisville to Oklahoma and Indian Territories.

To the Freight Committee.

Gentlemen: As instructed at meeting 25th I give below copy of proceedings of Conference Meeting Nov.

10th and report of Sub-Committee appointed at meeting Oct. 22nd.

Proceedings of Conference of Sub-Committee appointed by the St. Louis-Cincinnati-Louisville Freight Committee, with representatives of Indian and Oklahoma Territory lines, to consider the question of Rate adjustment on classes and Commodities from Louisville, Ky., to Indian and Oklahoma Territories, versus Moline and Rock Island, and basis for dividing the same.

Present:

Members of the Sub-Committee of the St. Louis-Cincinnati-Louisville Freight Committee, viz:

N. W. Taylor, G. W. F. A., Vandalia Line.
Walter Nichols, D. F. A., C. C. C. & St. L. Ry.
R. A. Campbell, A. F. A., Southern Ry.
L. J. Irwin, G. F. A., L. H. & St. L. Ry., (represented by C. W. Lindsay, Genl. Agt.)
Ed. Hart, Jr., A. G. F. A., B. & O. S. W. R. R.
Representatives of Western Lines:
W. B. Knight, A. G. F. A., Mo. Pac. Ry.
Chas. Hall, A. G. F. A., St. L. & S. F. R. R.
F. A. Leland, A. G. F. A., M. K. & T. Ry.

Meeting convened Monday, November 10th, at 3:15 p. m., and Mr. Hart, acting as Chairman of the Sub-Committee, explained that the conference was held in an endeavor to place Louisville on a parity with Moline and Rock Island and other Upper Mississippi River Points, particularly on Agricultural Implements, the manufacturers at Louisville being in direct competition with those at Moline and Rock Island on that Commodity and were discriminated against, in that rates from Louisville to Indian and Oklahoma Territories are made on combination of locals or differential basis over St. Louis rates; whereas, Moline and Rock Island manufacturers enjoy the same rates that are in effect from St. Louis; and that if a satisfactory rate adjustment could be reached, Louisville-St. Louis lines would be prepared to agree to a fair and equitable basis of divisions.

It was pointed out by Mr. Leland that, until recently the Indian and Oklahoma Territory lines had received very little encouragement in the matter of putting Louisville on a more favorable basis, in that there was, until lately, no basis for dividing rates in effect via this gateway, except by allowing lines East of East St. Louis their locals, and that any reduction in rates from Louisville to Indian and Oklahoma Territories was necessarily out of the proportion of Western roads; that the matter had been under consideration on the part of the St. Louis-Cincinnati-Louisville Freight Committee for many months and no action had been taken to provide divisions by lines, members of that Committee, until the Southern Railway recently arbitrarily established divisions on basis of twenty and eighty per cent east and west of East St. Louis, respectively.

The representatives of western lines were of the opinion that Louisville should be placed on a parity with Rock Island and Moline, not by reducing rates from Louisville but by advancing rates from Moline and Rock Island to the same differential above East St. Louis as is now established from Louisville and they individually suggested that, if the St. Louis-Louisville Lines would establish divisions on basis of twenty and eighty per cent, respectively, east and west of East St. Louis, on which to divide rates that were now in effect or those that might be established later on, it might lead to Louisville being placed on a parity with Moline and Rock Island.

On motion, the meeting then adjourned.

Edward Hart, Jr., Chairman."

"St. Louis, Mo., Nov. 14, 1902.

Gentlemen: Supplementing my letter 11th inst., enclosing copies of proceedings of conference between our Sub-Committee and representatives of Western Lines.

I am today in receipt of letter from Mr. F. A. Leland, A. G. F. A., M. K. & T. Ry., reading as follows:

"I note copy of proceedings of meeting of Sub-Committee with representatives of Indian and Oklahoma Territory lines, on Monday, the 10th inst.

The last sentence is not quite in line with my idea of what is desired. I think it should read, "and they individually suggested that, if the St. Louis-Louisville Lines established divisions on basis of twenty and eighty per cent respectively east and west of St. Louis, on which to divide rates that are now in effect, or those that may hereafter be established, it would have a beneficial effect on the proposition under discussion."

This for your information.

Very truly,

Ed. Hart, Jr., Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 271;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 22, 1902.
File B-452.

CIRCULAR LETTER NO. B-54.

To the Freight Committee,

Gentlemen—Referring to Circular Letter No. B-53, Nov. 12th, regarding rates and minimum carload weights on Castor Oil, in Wood.

I am in receipt of replies from all members to the effect that they are applying the Official Classification rating, viz: 5th class 15c per 100 lbs. and minimum carload weight 24,000 lbs. as per I. C. C. B-31 on this traffic, between East St. Louis-Cincinnati and Louisville.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 272;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Nov. 12, 1902.
File B-452.

CIRCULAR LETTER NO. B-53.

To the Freight Committee,

Gentlemen: I am in receipt of the following letter from a member:

"Please address a Circular Letter to all members of the St. Louis-Cincinnati-Louisville Freight Committee with a view of ascertaining what rates are being protected on Castor Oil, in Wood, carloads, East St. Louis to Louisville and Cincinnati. This Commodity is shown in your Joint Tariff, but rate is omitted. We undertsand fifth class rate, 15 cts., should be applied."

Please advise what rates you are applying on the above Commodity and oblige,

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 273;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 23, 1902.
File B-450.

CIRCULAR LETTER NO. B-52.

To the Freight Committee,

Gentlemen: At meeting 22nd, action was taken, as follows:

Whiskey from Points in Defined Territory to Arkansas Points.

Moved, That the subject be referred to the Committee having under consideration the subjects of Rates,

Cincinnati, Louisville, Etc., to Springfield, Mo.—Traffic, Louisville to Oklahoma and Indian Territory—in the meantime the Chairman to issue Circular Letter sending copy of the correspondence to all members of the Committee with the request that they advise Mr. Hart, before the 10th of November their views on the subject.

Note.—The Committee referred to is Messrs. Hart (Chairman), Nichols, Irwin, Campbell and Taylor.

In accordance with the above I give below copy of papers referred to.

ARKANSAS FREIGHT COMMITTEE.

St. Louis, Mo., Oct. 16, 1902.
D-383.

Mr. R. M. Fraser, Chairman, City.

Dear Sir: At meeting of Arkansas Freight Committee on the 15th inst. it was recommended that rates on Whiskey from points in defined territories to Arkansas Points be made on differential basis except where combination of locals through Mississippi River Crossings make less and rates made on combination through Mississippi River Crossings will divide by allowing lines west thereof full locals.

It was understood that the above was in line with Section 2 of the Louisville Agreement of May 6th, 1898, such paragraph reading, as follows:

"That the defined territories are to be the same as on Texas Traffic with such exceptions as it may be necessary to adopt in order to properly line up the rates."

I would be pleased to have you advise at your earliest convenience if concurrence in above recommendation is had by members of your Committee, in order that lines, members of this Committee, may be advised prior to the effectiveness of basis referred to.

Yours truly,
(Signed) G. W. Cale, Chairman."

At a conference held at Louisville Hotel, Louisville, Ky., May 6th, 1898, the following gentlemen were present:

W. C. Stith, G. F. A., St. L. I. M. & So. Ry.
A. R. Bragg, D. F. A., St. L. I. M. & So. Ry.
A. S. Dodge, G. T. M., St. L. S. W. Ry.
W. H. Quigg, D. F. A., St. L. S. W. Ry.
H. W. Morrison, G. F. A., L. R. & M. R. R.
C. E. Niswonger, Coml. Agt., L. R. & M. R. R.
C. B. Compton, G. F. A., L. & N. R. R.
W. D. Hurlbut, G. F. A., Ill. Cent. R. R.
J. S. Weitzell, A. G. F. A., Ill. Cent. R. R.
Mr. A. S. Dodge was elected Chairman.

After discussion the following agreement was reached, covering rates from points east of the Mississippi River to Arkansas Territory:

Resolved, That through rates from Cincinnati, Louisville, Evansville, Cairo and Paducah and from points north of the Ohio River and east of the Mississippi River and west of the so-called Seaboard Territory, be established to Arkansas Common Points, using the same scale of differentials from the various territories with respect to rates from St. Louis as made by Arkansas Lines, as applicable on business from same points to Texas territory.

2nd. That the defined territories are to be the same as on Texas traffic with such exceptions as it may be necessary to adopt in order to properly line up the rates.

3rd. That Arkansas points herein referred to are understood to be as follows:

Little Rock, Argenta, Pine Bluff, Newport, Ft. Smith, Van Buren, Brinkley and Forrest City.

4th. That the through rates so established be divided as follows:

To Little Rock, Argenta, Newport, Forrest City, Brinkley and Pine Bluff.

From.	East of Memp.	West of Memp.
Louisville.		
Henderson	50%	50%
Evansville		
Owensboro		
Cincinnati:		
Newport	55%	45%
Covington		
Lexington.		
St. Louis:		
E. St. Louis	45%	55%
Belleville		
Paducah.		
Cairo	40%	60%

To Ft. Smith and Van Buren:

From.	East of Memp.	West of Memp.
Louisville.		
Henderson	42%	58%
Evansville		
Owensboro.		
Cincinnati:		
Newport	47%	55%
Covington		
Lexington.		
St. Louis:		
E. St. Louis		
Belleville	35%	65%
Paducah.		
Cairo	30%	70%

On business originating north of the Ohio River and East of the Mississippi River, the local rates or lower obtainable arbitraries or percentage divisions from points of origin to the Ohio River Crossings through which the traffic moves to be deducted and the remainder prorates on the percentages mentioned in the foregoing.

That through rates from the Ohio River and other River Crossings named, and from points north of the Ohio and east of the Mississippi Rivers and their respective territories, to points in the State of Arkansas not mentioned in the foregoing to be made on the same differential scale as that applied on traffic to Arkansas Common Points herein enumerated; that in dividing such rates the lines west of Memphis to be allowed their full locals.

This agreement to take effect June 1st, 1898."

Please do not fail to advise Mr. Ed. Hart, Jr., Chairman, your views on the subject before November 10th.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 274;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Oct. 4, 1902.
File B-317.

CIRCULAR LETTER NO. B-51.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"It is our desire that you submit to the Committee proposition for Amendment to be issued to our St. Louis-Cincinnati-Louisville Tariff, including among articles taking Lumber rate, Vehicle Stock or Stuff, including felloes and Spokes in the white; also hubs and spokes, sawed and turned into shape, also tennoned spokes and hubs, not further finished than bored, mortised and primed (which under Official Classification takes 5th class or lower) minimum weight 30,000 lbs.

We make the above application for the reason that the individual lines publish Lumber rates on these articles to Cincinnati, Ohio, and other central freight Association territory. The rate to Cincinnati would fix the rate to Louisville and points taking the same basis. Will you please submit the matter promptly."

The list of "Articles upon which Lumber rates will apply" as printed in Joint Freight Tariff I. C. C. No. B-31 is same as authorized by C. F. A. Information No. 1878, December 5th, 1899.

Please let me have your views as to whether an Amendment shall be issued to Tariff I. C. C. No. B-31

adding the above mentioned Commodities to the list of Articles taking Lumber rates.

Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 275;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 30, 1902.
File B-419.

CIRCULAR LETTER NO. B-50.

To the Freight Committee.

Gentlemen: At meeting held in Cincinnati, 24th inst., the following was adopted (see proceedings No. 16):

Resolved, That the Chairman appoint a special committee of three to consider the abrogation not later than December 31st, 1902, of all unauthorized rates and the revisions of low authorized rates, the Committee to report at the meeting in St. Louis, October 22nd, 1902."

Note.—The Chairman appointed as the Committee Messrs. S. T. McLaughlin, chairman; L. J. Irwin and R. A. Campbell.

Please forward to me at once one copy of all Individual Tariffs (now in effect) issued by your road, applying on traffic between East St. Louis, Cincinnati, Louisville, etc.

The Tariffs asked for are to enable the Special Committee to make a full and complete report.

Please let me have an immediate reply with the Tariff or state that none have been issued by your line.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 276;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 18, 1902.
File A-49.

CIRCULAR LETTER NO. B-49.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"The Southern Ry. has under consideration the adoption by its lines of the following rate, viz: 15 cts. cwt., minimum 24,000 pounds, on some thirty cars of dismantled machinery and wood stock, etc., from Cincinnati to Evansville. The articles shipped will consist of

Four or five cars manufactured iron,

Four or five cars K. D. wheels.

Four or five cars buggy bodies in the white.

Balance of the thirty cars in office fixtures, file cases, desks, safes, etc., also machinery, such as steam hammers, forges, pulleys, etc.

This rate asked for by the Brighton Buggy Co., who expect to remove their factory from Cincinnati to Evansville.

Please obtain the views of other lines based on this information and let me hear from you promptly."

Please advise immediately your views as to the foregoing proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 277;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 8, 1902.

File B-443.

CIRCULAR LETTER NO. B-48.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-46, dated September 3rd, application for Free return of Horses and Traps, exhibited at Louisville Horse Show, to be held at Louisville, Ky.

After further investigation, roads individually advise that it has been decided not to make effective the proposition in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 278;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 6, 1902.

File B-322.

CIRCULAR LETTER NO. B-47.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter:

Louisville, Ky., Sept. 5, 1902.

Mr. R. M. Fraser, Chairman, St. Louis, Mo.

Dear Sir: Please refer to your Circular Letter B-41, file B-322, transmitting information that the Southern Ry. would establish a rate of 8 cts. per 100 lbs. on Leaf Tobacco in hhds., from East St. Louis to Louisville.

I am in receipt of Mr. Campbell's Tariff which reads

"Tobacco Unmanufactured, any quantity." I am also in receipt of a communication from Mr. Campbell in which he admits that he is applying this rate on Tobacco Stems, stating that Tobacco Stems is no more than Unmanufactured Tobacco and that he is therefore justified in applying the Tobacco Rate.

I think this information should be given to the Committee.

Yours truly,

(Signed.) L. J. Irwin, G. F. A.

The L. H. & St. L. Ry. Notice making rate on Unmanufactured Tobacco, Louisville to E. St. Louis was transmitted in Circular Letter March 31st, and Southern Ry. Notice making same rate, E. St. Louis to Louisville was transmitted in Circular Letter Aug. 20th.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 279;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 3, 1902.

File B-443.

CIRCULAR LETTER NO. B-46.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

Rate Adjustment:—Horses for Louisville Horse Show.

The Southern Ry. has under consideration, the adoption by its line of the following rates:

'Horses and Traps, East St. Louis to Louisville for exhibition at Louisville Horse Show, ownership unchanged, full tariff rate going, with free return transportation.'

Please obtain the views of other lines based on this information as quickly as possible, by Circular Letter.

The L. H. & St. L. Ry. and B. & O. S. W. R. R. are in favor of the proposition."

Please advise immediately your views as to the foregoing proposition.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 260;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Sept. 3, 1902.

File B-442.

CIRCULAR LETTER NO. B-45.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-40, Aug. 21st, regarding proposition to establish rate of 26 cts. per 100 lbs., on Wool, C. L. Minimum 20,000 lbs., Rule 5-C Official Class'n. not to apply.

As interested roads favor the proposition, Amendment to Joint Tariff I. C. C. No. B-31, will be issued at an early date, making rate apply from East St. Louis to Cincinnati, Louisville, etc.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 281;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 18, 1902.

File B-373.

CIRCULAR LETTER NO. B-40.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-38,

Aug. 12th, regarding proposition to establish rate of 10 cts. per 100 lbs. on Sulphuric or Muriatic Acid, in Tank Cars, East St. Louis to Cincinnati and Cincinnati Points and Louisville and Louisville Points.

As interested roads favor the proposition, tariffs (now in the hands of the printer) will be issued effective on legal date.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 282;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 15, 1902.

File B-354.

CIRCULAR LETTER NO. B-39.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-30, July 25th, regarding rate on Mules, East St. Louis to Louisville, also Circular Letter No. B-35, July 31st, advising that roads individually had decided not to make the rate effective.

I received 14th, a. m., letter dated 11th, file I-3011 from G. F. A., L. H. & St. L. Ry., as follows:

"Please refer to your Circular Letter B-35, file B-354.

I am somewhat disappointed at the action of the Committee in declining my application for the same rate on Mules from East St. Louis to Louisville as applies on Cattle.

After carefully considering the subject I do not believe that a reduction in the rate on Mules from East St. Louis to Louisville will affect the rates in any other territory, and I have therefore decided to issue, effective August 20th, an individual tariff, naming rate of 15

cts. per hundred on Mules, carloads, minimum as per Official Classification.

Will you please so notify the members of the Committee."

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 283;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., Aug. 12, 1902.

File B-373.

CIRCULAR LETTER NO. B-38.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"The rate on acid, sulphuric or muriatic, in tank cars, minimum 30,000 pounds, from Chicago to Jeffersonville, New Albany and Cincinnati is 10 cents per hundred. It is, I believe, customary to apply the same rates from East St. Louis to Louisville and Cincinnati as are in effect from Chicago to the North bank of the Ohio river, and we therefore propose the establishment of rate of 10 cents per hundred on sulphuric acid, in tank cars, from East St. Louis to Louisville and Cincinnati and points usually taking the same rates.

Will you please ask other lines interested, to express their views on the subject, advising result.

Prompt action is necessary."

The present rate on Sulphuric Acid, (when from Iola, Kans.) East St. Louis to Louisville is 10½ cents per 100 lbs. C. L. minimum weight 50,000 lbs. (See Circular Letter No. 19, May 20 and 22 and June 2, 1902.

The Tariff rate from East St. Louis is official class'n. 5th class 15 cts. per 100 lbs.

The rate named from Chicago is as per C. & O. R. Committee Tariff No. 44, Feb. 1, 1902.

Please let me have your views as to the foregoing proposition. Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 284;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., August 8, 1902.

File B-332.

Circular Letter No. B-XXXVIII, dated July 29th, application for rate of 25 cts. per 100 lbs. on Domestics, L. C. L. from East St. Louis, Ill to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make effective the rate proposed in Circular Letter above referred to.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 285;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., August 4, 1902.

File B-397.

CIRCULAR LETTER NO. B-XXXVI.

To the Freight Committee.

Gentlemen: I give below copy of letter in reply to Circular Letter No. 23, July 28th.

"Louisville, Ky., July 30, 1902.

File I-2549.

Dear Sir: Please refer to Circular Letter 32, July

28th, file B-397, transmitting notice from A. G. F. A. Campbell that the Southern Ry. would, independently, establish Texas Common Point percentages from Louisville to Indian and Oklahoma Territories.

The subject of Mr. Campbell's Letter reads: Rate Adjustment: Rates and Divisions to Indian and Oklahoma Territories," and he refers to your file B-397 and makes the statement that the question was continued on the docket at last meeting of your Committee, but, to date, the Chairman of the Sub-Committee has made no request for a meeting and that he is justified in his action, not only account of delay on part of the Sub-Committee in calling conferences, but on account of divisions being in effect through other Gateways. As Chairman of the Sub-Committee, to which the subject covered by your file B-397 was referred, I desire to call attention to the fact that the question submitted to the Sub-Committee was: "Rate Adjustment on Agricultural Implements, C. L., Louisville to Indian and Oklahoma Territories vs. Moline and Rock Island," and has, absolutely, no reference to the general subject of percentages to be applied from Louisville to the territory described.

We are opposed to applying Texas Common Point percentage to Oklahoma and Indian Territory, for the reason that the mileages do not justify it as you will observe from percentages to the following points based on short line mileage east and west of East St. Louis.

So.McAllister, I. T., to E. St. Louis	.271	34.3
So. McAllister, I. T., West	.520	65.7
Hendersonville, I. T., to E. St Louis	.271	34.0
Hendersonville, I. T., west	.525	66.0
Oklahoma City, O. T., to E. St. Louis	.271	33.3
Oklahoma City, O. T., West	.543	66.7
El Reno, O. T., to East St. Louis	.271	35.2
El Reno, O. T., West	.570	67.8

We believe Mr. Campbell should have brought the subject before the St. L. C. L. Freight Commission before taking independent action. As to rates on Agricultural Implements, Louisville to Oklahoma and In-

dian Territories: I have been unable to get the subject in shape to submit to the Committee, the Louisville Lines operating through Memphis having published from Louisville the Moline rates, which are the same as East St. Louis, while the lines west of East St. Louis require that through rates be made differentials over East St. Louis. I had suggested to the St. Louis Lines that, in consideration of their applying Moline rates from Louisville, I would, as Chairman of a Sub-Committee, recommend that Texas Common Point Divisions be allowed. Yours truly,

(Signed) L. J. Irwin, G. F. A.

The subject that was referred to the Sub-Committee was Rate Adjustment on Agricultural Implements to Indian and Oklahoma Territories, vs. Moline and Rock Island, and did not cover a General Percentage arrangement.

The statement made by this office in Circular Letter No. 32, to the effect that the subject of "Percentages" was referred to the Sub-Committee was in error.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 256;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 31, 1902.
File No. B-354.

CIRCULAR LETTER NO. B-XXXV.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-XXX, dated July 25th, application for Rate of 15 cts. per 100 lbs. on Mules, C. L., from East St. Louis, Ill., to Louisville, Ky.

After further investigation, roads interested individually advise that it has been decided not to make

effective the rate proposed in Circular Letter above referred to.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 287;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 30, 1902.
Files B-305-377-394.

CIRCULAR LETTER NO. B-XXXIV.

To the Freight Committee.

Gentlemen: I am in receipt of C. F. A. Informations which name rates as follows:

C. F. A. Information No. 3504, Proportional Rates on Asphalt Rock (originating south of the Ohio River) from Cincinnati, Ohio, Jeffersonville, Ind., Louisville, Ky., and New Albany, Ind., to East St. Louis, C. L., minimum weight as per Official Classification, 10 cts. per 100 lbs. (83.33 per cent of 6th class.)

C. F. A. Information No. 3571, Rate of 25 cts. per 100 lbs. (3rd class) on Grapes in boxes, kegs, half-barrels, barrels, crates and baskets, in Carloads, minimum 24,000 lbs. between East St. Louis, Cincinnati and Louisville, forwarded via Freight Train service only and to expire with current season.

C. F. A. Information 3577. Rate 9 cts. per 100 lbs. on Bones, C. L. minimum weight as per Official Classification from East St. Louis, Ill., to Cincinnati, Ohio, to expire Dec. 31st, 1902.

Please let me have your views as to the foregoing propositions being published in the next issue of the Committee Tariffs.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 288;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 29, 1902.

B-332.

CIRCULAR LETTER NO. B-XXXIII.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"It is our understanding that shipments of Domestics in bales from East St. Louis to Louisville are being handled at 25 cts. per 100 lbs. or the present rate applying on Cotton Sheeting, Duck and Drilling, as named in I. C. C. B-28 and in order to have tariffs to cover the application of this rate, I would request that you submit to the members of the St. Louis-Cincinnati-Louisville Freight Committee proposition to apply Commodity Rate of 25 cts. per 100 lbs on Domestics, L. C. L. East St. Louis to Louisville, Ky."

Please let me have your views as to the foregoing proposition and oblige.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 289;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., March 31st, 1902.

File B-429.

IMPORTANT.

Sublimed Lead, Carloads.

To the Freight Committee.

Gentlemen: I give below a copy of letter from a member:

"Amendment 9 to Joint Commodity Tariff, Wab.-

22640, carries rate 11 cts. cwt. on Sublimed Lead, C. L., from East St. Louis to Cincinnati, Ohio, and Louisville, Ky. Your letter March 22nd, file 4122-E, as Chairman of the St. Louis Eastbound Freight Committee practically authorizes our publishing same, but it seems to me, so far as the two points mentioned are concerned, the question is one for you to act upon and if the rate is approved by the lines interested to correct our joint tariff to correspond."

At meeting March 4th, the St. Louis Eastbound Freight Committee requested authority from the Central Committee to publish the rate in Wabash Tariff.

On March 13th the Central Committee recommended that Tariffs should be issued covering the specific rates from East St. Louis to specific points named only; each individual road to issue the tariff, filing it with the I. C. C. and sending it only to those roads interested.

Printer now has the copy for revised tariff covering changes, etc., authorized at meeting 26th and I will include Sublimed Lead, C. L., East St. Louis to Cincinnati and Louisville, unless vote to the contrary is received from four (4) or more members, not later than Wednesday, 5th inst.

Please give this immediate attention and vote on the proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 290;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 28, 1902.
File B-397.

CIRCULAR LETTER NO. XXXII.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter:

551

"St. Louis, Mo., July 26, 1902.

File CC-279.

Mr. R. M. Fraser, Chr., St. Louis-Cincinnati-Louisville Frt. Com., Union Station, City.

Rate Adjustment:—Rates and divisions to Indian and Oklahoma Territories.

Dear Sir: Please refer to your file B-397.

This question was continued on the docket at last meeting of St. Louis-Cincinnati-Louisville Freight Committee, but to date, the Chairman of the Sub-Committee has made no request for a meeting.

Beg to advise the Southern Railway gives notice of its intention to establish percentages from Louisville to Points in Indian and Oklahoma Territories, of rates published as per Indian & Oklahoma Territory Tariff No. 90, effective at once, basis to be the same as now in effect on traffic to Texas Common Points, viz: twenty per cent.

We are justified in this action, not only account of delay on part of the Sub-Committee in calling conference, but account of divisions being now in effect through other gateways.

Yours truly.

(Signed.) R. A. Campbell, A. G. F. A."

At meeting Jan. 22nd, 1902, this subject was referred to Sub-Committee and was brought up at meeting March 26th and May 28th, and it was

Recommended, That the Sub-Committee be continued and granted more time to report. (See Proceedings.)

This for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 291;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 26, 1902.

File B-383.

CIRCULAR LETTER NO. B-XXXI.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-XXVII, July 14th, regarding Missouri Pacific Division Sheet No. 1, to Arkansas Freight Committee Tariff No. 3, etc., rates and divisions on traffic from Arkansas via East St. Louis to Cincinnati-Louisville, etc.

For your information I give below copy of the replies received in answer to Circular Letter XXVII, as follows:

B. O. S. W. R. R.—

"For your information will state that a copy of Mo. Pac. Division Sheet One to Arkansas Freight Committee Tariff 3-A was sent to us some weeks ago for checking and was returned to G. F. A., Lincoln under date of May 17th with letter as per copy attached. Later we received a further communication from Mr. Lincoln calling attention to Mo. Pac. Percentage Sheet No. 465 covering percentages between Cincinnati and Louisville and Arkansas Common Points and we replied to this further communication of Mr. Lincoln's stating that notwithstanding the existence of Northbound percentages as per Mo. Pac. issue we could not handle the business on any basis other than to require full local rates, East of East St. Louis, excepting on Cotton Seed Products. This is the last we have heard from Mo. Pac. regarding the matter and you will note from this that we are strictly adhering to the legislation of the Committee in this matter."

Mr. J. C. Lincoln, G. F. A., Mo. Pac. Ry., St. Louis, Mo.

"Dear Sir: Referring to your Circular Letter of May 9th your file Y-8 with which was enclosed proof of pro-

posed Division Sheet to apply in connection with Arkansas Freight Committee Tariff 3-A.

In determining the division of through rates to Cincinnati and Louisville you have apparently figured same on some percentage basis.

In this connection will state that we are not aware of any percentages in effect at present from Arkansas points to Cincinnati and Louisville on traffic other than Cotton Seed Products, consequently on all of the business covered by the proposed Division Sheet, lines from East St. Louis to Cincinnati and Louisville should be allowed full local rates. Will you please revise your proof to this basis?"

C. H. & D. Ry.—

At date of receipt of this communication we had not been favored with Mo. Pac. Division Sheet No. 1 to Arkansas Committee Tariff No. 3.

"I wrote Mr. Lincoln for copy and have received copy and have notified Mr. Lincoln that we could not be party to the Division Sheet, except those authorized on Cotton Seed Products, St. Louis-Cincinnati-Louisville Proceedings, Feb. 27th, 1931."

C. C. C. & St. L. Ry.—

"Would state that we are not protecting divisions referred to on northbound traffic from Louisville and Arkansas Points."

I. C. R. R.—

"So far as the Illinois Central is concerned, we do not participate in the divisions shown in miscellaneous commodities between Cincinnati-Louisville, etc. and Arkansas Common Points, via East St. Louis, as per Mo. Pac. Division Sheet No. 1 to Arkansas Freight Committee Tariff No. 3-A. Our understanding regarding these northbound divisions is the same as outlined in your Circular. Before taking independent action in a matter of this kind we would have advised the Committee."

I. D. & W. Ry.—

"We know nothing about Mo. Pac. Division Sheet No.

1 applying on Arkansas Freight but will be governed by the action of the roads intermediate between us and the River."

L. H. & St. L. Ry.—

"I would refer you to my letter August 8th, 1901, enclosing copy of letter to Mr. Lincoln, regarding division of rates from Arkansas points Northbound. In this letter we informed Mr. Lincoln that we could not accept divisions shown on his Division Sheet No. 1 allowing 40 per cent east of East St. Louis, and furthermore, that on account seed products, we would not accept less than full tariff rate from East St. Louis.

We have made no change in our position regarding this matter since letter referred to was written."

P. C. C. & St. L. Ry.—

"So far as we know we are adhering to the agreed basis. This, however, is largely an eastbound matter the St. Louis lines should advise what they are doing."

Southern Ry.—

"Beg to advise the only Arkansas Divisions we have in effect are covered by Percents C-89. There is one exception to this rule—it contemplates allowing lines east of East St. Louis 40 per cent of the current authorized rates on cotton seed products."

Note:—The Southern Percent sheet C-89, May 1st, 1902, does not conflict with action of the Committee on Arkansas Traffic.

T. H. & I. R. R.—

"Beg to advise that this Company has never authorized the Mo. Pac. or the Cotton Belt Ry. to publish the divisions referred to, as applying over our line.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 292;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

(Regulation Letter Head of above Committee.)

St. Louis, Mo., July 25, 1902.

Please refer to file B-431.

CIRCULAR LETTER NO. B-XXIX.

Messrs:
J. M. Ryan, G. A., B. & O. S. W. R. R.
A. Fries, A. G. F. A., B. & O. S. W. R. R.
E. Hart, Jr., A. G. F. A., B. & O. S. W. R. R.
A. D. McLeod, A. G. F. A., C. H. & D. Ry.
G. H. Ingalls, A. G. F. A., C. C. C. & St. L. Ry.
C. J. Brister, A. G. F. A., C. C. C.& St. L. Ry.
H. F. Frost, A. G. F. A., C. C. C. & St. L. Ry.
Walter Nichols, D. F. A., C. C. C. & St. L. Ry.
F. B. Bowes, G. F. A., I. C. R. R.
C. C. Cameron, A. G. F. A., I. C. R. R.
G. W. Becker, A. G. F. A., I. C. R. R.
R. A. Campbell, A. G. F. A., Southern Ry.
J. B. Campbell, C. A., Southern Ry.
L. J. Irwin, G. F. A., L. H. & St. L. Ry.
W. C. Lindsay, C. A., L. H. & St. L. Ry.
J. B. Hill, G. F. A., P. C. C. & St. L. Ry.
W. N. Coleman, A. G. F. A., T. H. & I. R. R.
M. S. Connelly, D. F. A., P. C. C. & St. L. Ry
G. W. Davis, D. F. A., P. C. C. & St. L. Ry.

Articles of Organization.

Gentlemen: In accordance with instructions at meeting June 25, 1902. (See Proceedings No. XV page four) as follows:

"If approved and signed by all members the Chairman to then distribute copies to all Freight Traffic Officials of the roads, members of the Committee."

The Articles of Organization, effective May 1st, 1902, having been approved and signed by the Official repre-

sentative of each of the roads, members of the Committee, I send you herewith one copy for your file.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 293;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 15, 1902.

File B-351.

CIRCULAR LETTER NO. B-XXVIII.

To the Freight Committee.

Gentlemen: Referring to meeting held April 17th, 1902 (See proceedings No. 13) authorizing proportional rate on Cement Plaster, C. L., minimum weight, capacity of car, Marlow, I. T., to Cincinnati and Cincinnati Points, Louisville and Louisville Points, (under the jurisdiction of this Committee.)

In accordance with the last sentence of resolution this is to advise that I am in receipt of Amendment No. 4 to C. R. I. & P. Joint Tariff No. 3355 and M. K. & T. Joint Tariff No. 2147 issued May 29th, effective April 17th, 1902, naming through rates of 24 cts. per 100 lbs. on Cement Plaster, C. L. minimum weight 30,000 lbs. from Marlow, I. T., and Okarche, O. T., to Cincinnati and Cincinnati Points, Louisville and Louisville Points (under the jurisdiction of this Committee.)

I am also in receipt of C. R. I. & P. and M. K. & T. Supplement No. 1 to Division Sheet No. 2154 for Joint Tariff No. 2147 issued July 11th, 1902, effective April 17th, 1902, showing proportions to E. St. Louis 18 cts.; and East St. Louis to Cincinnati and Cincinnati Points and Louisville and Louisville Points 6 cts. per 100 lbs.

Note:—The minimum weight 30,000 lbs. named in

C. R. I. & P and M. K. & T. Joint Tariff is not in accordance with this Committee's action and I have today notified G. F. A., M. K. & T. Ry. that they must make their minimum weight in accordance with the authority granted which named C. L. minimum weight, capacity of car.

This for your information.

Your respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 294;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 14, 1902.

File B-383.

CIRCULAR LETTER NO. B-XXVII.

To the Freight Committee.

Gentlemen: I am in receipt of letter from a member, as follows:

"Attention is called to Mo. Pac. Division Sheet No. 1 to Arkansas Freight Committee Tariff No. 3—a proof of which was submitted to your company for check. A great many rates are carried therein from Arkansas points to Cincinnati and Louisville in the division of which lines east of East St. Louis have been allowed 40 per cent of the Little Rock rate. After further investigation it developes that Mo. Pac. Percentage Sheet No. 465 of May 10th, 1901, covers this arrangement, but in accordance with action of the St. Louis-Cincinnati-Louisville Freight Committee, see Proceedings of February 27th and April 24th, 1901, it is evident that these divisions are unauthorized. The matter was gone into more fully in proceedings of meeting dated October 23rd, 1901, which indicates that beyond a doubt all northbound percentage arrange-

ments were cancelled excepting those authorized on Cotton Seed Products. See Proceedings of February 27th, 1901.

I am also informed that individual lines have given Mo. Pac. notice that they will participate in the above mentioned divisions on class and commodities, that is, accept 40 per cent of the Little Rock Rate, East of East St. Louis on the traffic in question. As it is apparent that there is some misunderstanding in this matter, the subject is therefore referred to you for attention so that a uniform understanding may be arrived at."

By reference to Proceedings No. IV, page 2, Feb. 27th; No. V, page 1, April 24th; No. VII, pages 1 and 2, September 25th, and No. VIII, pages 1 and 2, October 23rd, 1901, you will see that all through rates, divisions and percentages on northbound traffic were cancelled, except on Cotton Seed Products as named in Proceedings No. IV and accepted as stated in No. V.

Please advise me whether or not you are adhering strictly to the legislation referred to above, if not, will you explain your reasons for doing otherwise. Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 295;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 27, 1902.

Please refer to file No. B-310.

CIRCULAR LETTER NO. B-XXVI.

To the Freight Committee.

Gentlemen: As instructed at meeting 25th inst., I give below copy of correspondence with Chairman Southwestern Tariff Committee, referred to in Pro-

ceedings No. XV, June 25th, page 2, regarding Divisions on traffic between Cincinnati and Louisville and Texas Common Points via East St. Louis.

"St. Louis, Mo., June 23, 1902.
B-310.

Mr. G. W. Cale, Chairman, City.

Dear Sir: I am in receipt of wire from member of this Committee, calling attention to the percentage divisions named in Southwestern Tariff Committee Division Sheet No. 15, effective July 15th, on traffic between Cincinnati, Louisville, etc., and Texas Common Points, on page 8, Items No. 45, 46, 47, etc.

As the above divisions have not been authorized by this Committee, will you please advise me by whom said divisions are authorized with such additional information as may be necessary to enable the Committee to take action making same applicable by all lines, or otherwise as they deem proper. The Committee will meet in Louisville, Wednesday, June 25th, and I should therefore have reply early tomorrow, 24th.

Please give this your immediate attention and oblige.

Yours respectfully,
(Signed) R. M. Fraser, Chairman."

"St. Louis, Mo., June 25, 1902.

Committee Division Sheet 15.

Mr. R. M. Fraser, Chairman, City.

Dear Sir: I have yours even date, file B-310, wherein you refer to Southwestern Tariff Committee Division Sheet No. 15, effective July 15th, 1902. You call specific attention to items 45, 46, 47, etc., page 8, of said Division Sheet.

Replying to your query as to "by whom such divisions are authorized," will say that the Southwestern Tariff Committee Lines have for a long time past been of the opinion that the divisions as now operative between Southwestern Tariff Committee Lines and Lines members of your Committee were unsatisfactory; and you no doubt recall the joint conference had between lines, members Southwestern Tariff Committee and

lines, members of your Committee, which was held in your office in the early part of the year, and at which time no satisfactory proposition was offered for changing divisions now in effect. But after numerous conferences among ourselves, Southwestern Tariff Committee members reached a conclusion as to divisions they felt would be fair and equitable to be accorded lines, members of your Committee, east of Mississippi River Crossings. In view of their failure in joint conference and having reached conclusions satisfactory to themselves, they were of the opinion that all that was necessary for them to do to change divisions now in effect was to give lines, members of your Committee 30 days' notice, which they have done by issuing Division Sheet 15, which sets out the divisions that Southwestern Tariff Committee lines are willing to accord lines members of your committee. They feel that under the agreement establishing the present divisions they have the right to do this.

I trust this is the information you desire and that it will prove entirely satisfactory.

Yours truly,

(Signed) Geo. W. Cale, Chairman."

St. Louis, Mo., June 24, 1902.
B-310.

Mr. Geo. W. Cale, Chairman, City.

Dear Sir: Yours 23rd, file 8388. I am unable to locate any record of Joint Conference with Southwestern Lines regarding Texas Traffic early part of the year referred to by you. If you refer to meeting in this office, September 25th, 1901, my letter September 26th, your reply October 1st, file A-318, and October 12th, file A-316 and D-194; that was understood to have been a Committee of Arkansas Lines.

I will be pleased to have you give me a further reply or better reference so that I may be able to locate record of the Texas Lines Joint Meeting as I desire to take papers with me to Louisville tonight.

Respectfully,

R. M. Fraser, Chairman.

P. S.—Messenger will wait for reply.

"St. Louis, Mo., June 24, 1902.
8388.

Committee Division Sheet 15.
Mr. R. M. Fraser, Chairman, St. Louis, Mo.

Dear Sir: Replying to yours even date, file B-310.

Will state that my reference to the Joint Conference in your office the early part of the year was from memory as I did not refer to the papers; and as I was not present at the conference was of the opinion that it was a Southwestern Tariff Committee affair, but since you have called attention to the fact that it was an Arkansas matter, I beg to stand corrected.

However, this would not alter the other views expressed in my letter as to the Southwestern Tariff Committee Lines being dissatisfied with the divisions that have been operative for some time past and which will continue in effect until those named in Division Sheet 15 become effective.

Yours truly,
(Signed) G. W. Cale, Chairman.

"St. Louis, Mo., June 26, 1902.
B-310.

Mr. Geo. W. Cale, Chairman, St. Louis, Mo.

Dear Sir: At meeting in Louisville, Ky., yesterday my letters 23rd and 24th and your replies same dates, file 8388, regarding divisions between Cincinnati and Louisville and Texas Common Points, as per Southwestern Tariff Committee's Division Sheet No. 15, page 8, etc., effective July 15th, 1902, were read to the Committee and after due consideration, I was instructed to advise you that:

'The Lines, members of the St. Louis-Cincinnati-Louisville Freight Committee, will not concur in the divisions of rates between Cincinnati and Louisville and Texas Common Points via East St. Louis, promulgated by the Southwestern Tariff Committee unless they shall have been previously submitted to the Committee.

This action shall not be construed to affect divisions now in effect."

Please acknowledge by letter today receipt of this notice and oblige.

Respectfully,

(Signed) R. M. Fraser, Chairman.

"St. Louis, Mo., June 26, 1902.

8388.

Committee Division Sheet 15.

R. M. Fraser, Chairman, St. Louis, Mo.

Dear Sir: Answering yours of even date, file B-310. This will acknowledge receipt of letter above referred to and advise that same will be presented to members of this Committee for such action as they desire to take, at next regular meeting, which convenes on the 8th prox.

Yours truly,

(Signed) G. W. Cale, Chairman."

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit No. 290;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 16th, 1902.

File B-333.

CIRCULAR LETTER NO. B-XXV.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-XXIV, June 10th, application for Proportional Rate on Hay, C. L., from East St. Louis, Ill., to Cincinnati, Louisville, etc.

This is to advise that as two-thirds of the members did not vote in favor of the proposition, Joint Proportional Tariff I. C. C. B-29 will not be amended.

This is for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 297;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., June 10, 1902.

File B-333.

CIRCULAR LETTER NO. B-XXIV.

Application for Proportional Rate on Hay, C. L., East St. Louis to Cincinnati, Louisville, Etc.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

We desire to make application for Proportional Rate of 10 cts. per 100 lbs. on Hay, carloads, minimum 20,000 lbs., East St. Louis to Cincinnati and Louisville, originating in the west.

Will you kindly submit this proposition to the members of your Committee, requesting their vote by letter and advise result?"

Please let me have your vote on the above proposition. If two-thirds of the members vote in the affirmative, amendment to Joint Proportional Tariff No. B-29 will be issued.

The present rate is Official Classification basis, viz: 5th class, 15 cents per 100 pounds, carload, minimum weight 20,000 pounds.

This subject was last considered at meeting June 25th, 1901, when application was made for Proportional Rate of 11 cents per 100 pounds carload, minimum weight 30,000 pounds and was declined.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 298;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

(Regular letter-head of above Committee.)

St. Louis, Mo., June 4, 1902.

Please refer to file No. B-304.

CIRCULAR LETTER NO. B-XXIII.

To the Freight Committee.

Gentlemen: At meeting held in this Office April 17th, the "Articles of Organization" of this Committee were revised and printed copies sent April 18th to representatives of each line for signature.

A signed copy of the paper has been returned to me by all members, except two. One is delayed by absence of an official, whom it is deemed necessary to consult—the other is the Ill. Cent. R. R., who have returned the paper to me with the following letter from their General Counsel:—

"Chicago, May 24, 1902.

St. Louis-Cincinnati-Louisville Freight Committee.
Mr. T. J. Hudson, Traffic Manager.

Dear Sir: In reply to yours of May 17th, 1902, in the above matter, with enclosures which I herewith return, I have to say that while I cannot say that the articles are unlawful, yet they appear to me to be open to criticism.

The first article provides for a conference in regard to divisions of through rates, statistics, classifications, rules, regulations, etc. Under classifications very serious changes are made in rates.

Any articles of association providing for a vote upon any question which may result in an unlawful agreement are at present dangerous. Although the parties reserve the right to individual action, if they actually agree by a vote then and there to do something which is in violation of the Sherman Act, the offense might be complete. The reservation of the right to depart from the agreement would not remove the

objection to the fact that there was an agreement. If you take article I, above referred to in connection with Article V, what I have said becomes apparent to you. I therefore suggest that Article V, be changed so as to read as follows:

ARTICLE V.

"Section A. Each road, member of the Committee, shall be allowed one vote upon all questions as an expression of opinion.

Section B. All propositions receiving the votes of two-thirds of the members present shall be regarded as a recommendation to the several roads which are members of the Committee, to be followed by them or not, respectively, as each road may determine, it being understood that nothing herein shall be construed as binding any member to follow such recommendations."

Section E, Article VI, should also be changed so as to have added to it the following:

"Provided, however, that no such construction shall be in conflict with Article V."

Yours truly,

(Signed) J. M. Dickinson,
General Counsel.

For ready reference I give below copy of Article I, also Article V, Sections A and B, and Article VI, Sec. E. (mentioned in letter), as now printed and changed recommended:

ARTICLE I.

The purposes of this Committee are:

To enable members to confer with each other and with other Railroads and similar committees in regard to divisions of through rates, statistics, classifications, rules, regulations and inspections and to secure to the members the interchanges and promulgation of authentic information in regard to the freight traffic and tariffs of the respective parties, and to aid in securing compliance with the laws of the states and of the

United States relating to and regulating commerce, as between the following points and territories, viz:

ARTICLE V.

Now reads—

Section A. Each Road, member of the Committee, shall be allowed one vote in the expression of its opinion or decision.

Section B. All propositions receiving the votes of two-thirds of the members present shall be regarded as approved, and regarded as rejected if receiving less than two-thirds; but nothing herein shall be construed as depriving any member of the right of individual action if it chooses to exercise such right.

Changed to read—

Section A. Each road, member of the Committee, shall be allowed one vote upon all questions as an expression of opinion.

Section B. All propositions receiving the votes of two-thirds of the members present shall be regarded as a recommendation to the several roads, which are members of the Committee, to be followed by them or not, respectively, as each road may determine, it being understood that nothing herein shall be construed as binding any member to follow such recommendations.

ARTICLE VI.

Now reads—

Section E. The Chairman shall construe these Articles of Organization and the proceedings taken thereunder, and his decisions shall be final until the same are decided adversely by this Committee.

Changed to read—

Section E. The Chairman shall construe these Articles of Organization and the proceedings taken thereunder, and his decisions shall be final until the same are decided adversely by this Committee, provided, however, that no such construction shall be in conflict with Article V.

Will you please give this subject due consideration and advise me of your conclusions or be prepared to

take necessary action at meeting to be called for Louisville Hotel, Louisville, Ky., June 25th, 10:00 a. m., as provided for at meeting May 28th, see proceedings No. XIV, page 4.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 299;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., June 2, 1902.
File B-373.

CIRCULAR LETTER NO. B-XXII.

To the Freight Committee.

Gentlemen: Referring to Circular Letter B-XIX, May 20th, 1902, regarding Propr. Rate on Sulphuric Acid, Iola, Kas., to Louisville via East St. Louis.

I am today in receipt of Amendment No. 1 to Missouri Pacific Ry. Tariff No. I.S. 1004-A, effective June 3rd, 1902, correcting the minimum weight from capacity of tank, to read minimum weight 50,000 lbs.

This for your information.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 300;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., May 31, 1902.
B-377.

CIRCULAR LETTER NO. B-XXI.

To the Freight Committee.

Gentlemen: At meeting 28th inst., a member sta-

ted that he had information that some of the roads were carrying Asphaltum and Tar Paving Cement, Jeffersonville to East St. Louis, at rate of 7 cents per 100 pounds and suggested that the roll be called to ascertain if any of the Louisville-Jeffersonville Lines are applying less rate than 11 cents per 100 pounds on Asphaltum or Tar Paving Cement.

In accordance with the above roll was called and all lines stated that they were demanding 11 cents per 100 pounds on the Commodities in question. It was suggested that the rate may be applied via some of the lines without the knowledge of the General Frt. Agt. and in view of this, it was

Recommended, That the Chairman be instructed to make an investigation and report at next meeting.

In accordance with the above please investigate and advise me whether the Commodities named have been transported in C. L. by your line at less than 11 cents per 100 pounds from Louisville, Jeffersonville or New Albany to East St. Louis. If so, will the rate of 11 cents be adhered to on future shipments,

Prompt reply requested.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 301;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., May 31, 1902.
File B-435.

CIRCULAR LETTER NO. B-XX.

To the Freight Committee.

Referring to Circular Letter No. B-XIV, May 10th, regarding Proportional Rate on Turpentine from South

Atlantic Ports, via Louisville, Ky., to East St. Louis, when destined to Colorado and Utah Points.

This is to advise, that as two-thirds of the members did not vote in favor of the propostion, Joint Proportional Tariff I. C. C. B-29 will not be amended.

This is for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 302;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., May 20, 1902.
File B-373.

CIRCULAR LETTER NO. B-XIX.

To the Freight Committee.

Gentlemen: Referring to meeting held April 17th, 1902, (See proceedings No. 13), application for proportional rate on Sulphuric Acid in Tank Cars, Iola, Kas., to Louisville.

In accordance with the last sentence of resolution, this is to advise that I am today in receipt of Missouri Pacific Ry. Tariff No. I. S.-10004, issued May 9th, effective May 14th, naming through rate of 22 cts. per 100 lbs. on Sulphuric Acid in tank cars, minimum weight, capacity of tank, from Iola, Kas., via East St. Louis to Louisville, Ky.

I am also in receipt of Division Sheet No. One to Tariff I. S. 10004, issued May 15th, effective May 15th, showing proportions, to East St. Louis 11½ cts., East St. Louis to Louisville 10½ cts. per 100 lbs.

This is for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 303;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman,
404-406 Union Station.

St. Louis, Mo., May 15, 1902.
File B-328.

CIRCULAR LETTER NO. B-XVIII.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. B-XI, May 1st, and B-XIV, May 7th, regarding Proportional Rate on Cotton Seed Oil from Louisville, Ky., to East St. Louis.

This is to advise, that as two-thirds of the members did not vote in favor of the proposition to amend Joint Proportional Tariff I. C. C. B-29, an amendment will not be issued.

This is for your information.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 304;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 14, 1902.
File B-416.

CIRCULAR LETTER NO. B-XVII.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"On reference to Official Classification, I notice that

the present rating on Wooden Packing Drugs, carloads, minimum weight 10,000 lbs., and loaded in cars not exceeding 36 feet in length, is third class as against fourth class rating on barrels, half-barrels, etc., same minimum weight and length of cars. Also the rating on Packing Drums, less than carloads, not nested, is double first class, while rating on barrels is first class.

The object of this letter is to make application for the publication of Commodity Rates on Empty Packing Drums, carloads and less, to basis of the same rates as in effect on empty barrels, on business between East St. Louis and Louisville and Cincinnati. Will you kindly submit this to interested lines and advise quickly as possible?"

Please let me have your vote on the above proposition. If two-thirds of the members vote in the affirmative, amendment to Joint Tariff No. B-28 will be issued.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 305;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 10th, 1902.
File No. B-435.

CIRCULAR LETTER NO B-XVI.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter, May 9th, file 46433 from G. F. A., B. & O. S. W. R. R.

In order to equalize through rates on turpentine from South Atlantic Ports to Colorado and Utah Common Points, via Louisville, with through rates that can be made via other gateways, a proportional rate of 5 cts. per 100 lbs. is necessary from Louisville to East

St. Louis, present rate being 10 cts. per 100 lbs., and we would ask that you kindly consider this as application for authority to use proportional rate of 6 cts. per 100 lbs. on this business.

This rate is concurred in by the L. H. & St. L. and Southern Ry., but views of other lines have not as yet been obtained on the proposition.

Will you kindly submit for vote in the usual manner?

Please let me have your vote on the above proposition. If two-thirds of the members vote in the affirmative, amendment to Joint Proportional Tariff No. B-29 will be issued naming rate on Turpentine, C. L., in tanks or barrels, minimum weight in wood, 30,000 lbs., in tanks, capacity of tank, 8 cts. per 100 lbs., Louisville to East St. Louis.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 306;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.
St. Louis, Mo., May 9, 1902.
File B-376.

CIRCULAR LETTER NO. B-XV.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. IX, April 23, 1902, regarding rate on Glass Sand, East St. Louis to New Albany, Ind.

I am in receipt of Mo. Pac. Tariff No. I. S.-9960, effective May 3rd, in connection with the Southern Ry., via East St. Louis, naming rate on Sand, C. L., minimum weight 33 tons from Silica and Pacific, Mo., to New Albany, Ind., of $1.50 per ton. Rate divides to East St. Louis 40 cts., East St. Louis to New Albany, $1.10 per ton of 2000 lbs.

This is for your information.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 307;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 7, 1902.
File B-328.

CIRCULAR LETTER NO. B-XIV.

To the Freight Committee.

Gentlemen: Please cancel my Circular Letter No. B-XII, dated May 5th, 1902.

Let me have your vote (if you have not already voted on proposition to publish Proportional Rate of 5 cts. per 100 lbs. on Cotton Seed Oil from Louisville to East St. Louis, as requested in Circular Letter No. B-XI, dated May 1st.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 308;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 6, 1902.
File B-434.

CIRCULAR LETTER NO. XIII.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

I am advised that there is a prospective movement of Crushed Granite from East St. Louis to Louisville, Ky., in very large quantities. The present rate is $1.75 per ton. We feel that the traffic should not be

more than is authorized on Chatts, $1.50 per ton; in fact, the traffic is no more valuable and loads to just as good advantage as sand, on which we have rate of $1.35 per ton. We would, therefore, make application for rate of $1.50 per ton, minimum, marked capacity of car, but not less than 40,000 pounds, East St. Louis to Cincinnati and Louisville."

Please let me have your vote on the above proposition. If two-thirds of the members vote in the affirmative, Amendment to Joint Tariff No. B-28 will be issued.

Your respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 309;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 5, 1902.
File B-328.

CIRCULAR LETTER NO. XII.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No. XI, dated May 1st, regarding proportional rate on Cotton Seed Oil, Louisville to East St. Louis.

I am today in receipt of letter from I. C. R. R., as follows:

"The rate of five cents per 100 lbs. on c-s oil, carloads, from Louisville to East St. Louis, Ill., refined at Louisville, etc., was issued in error and has been cancelled by Supplement No. 2 to Tariff A-3696, copy of which I attach hereto."

The Supplement reads, as follows:

Supplement No. 2 to Tariff A-3896, effective May 3rd, 1902, for rates to apply see I. C. R. R. Tariff I-146, St. Louis-Cincinnati-Louisville Freight Committee, I. C. C. No. B-28 or subsequent issues."

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 310;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., May 1, 1902.
File B-328.

CIRCULAR LETTER NO. B-XI.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"*Proportional Rates on Cotton Seed Oil from Ohio River Points to C. F. A.*

The Illinois Central publish a rate on this Commodity of 5 cts. from Louisville to East St. Louis (Supplement 2 to their Tariff A-3896) effective April 28th.

Please convey information to lines interested and secure a vote as to whether or not the Chairman shall correct his Tariff to correspond."

Please let me have your vote on the above proposition. If two-thirds of the members vote in the affirmative, Amendment to Joint Proportional Tariff No. B-29 will be issued.

Your respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 311;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 29, 1902.
File B-433.

CIRCULAR LETTER NO. B-X.

To the Freight Committee.

Gentlemen: Referring to Circular Letter No.

B-VIII, April 22nd, regarding application for Carload rate on Boots and Shoes from Jeffersonville to East St. Louis.

This is to advise, that as two-thirds of the members did not vote in the affirmative, the proposition is declared lost.

This for your information.

Yours truly,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 261;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 23, 1902.
File B-376.

CIRCULAR LETTER NO. B-IX.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter:

"St. Louis, Mo., April 22, 1902.
File CC-65.

Mr. R. M. Fraser, Chairman, St. L.-C.-L. Frt. Com., Union Station, City.

Rate Adjustment: Glass Sand from East St. Louis to New Albany.

Dear Sir: Referring to notice given by me at meeting held in your office Thursday, April 17th, of our intention to put in effect a rate of one-dollar and ten cents per ton, East St. Louis to New Albany, Ind., on glass-sand.

This is to advise you of our desire to have notice cancelled.

Please be kind enough to advise all members of the Committee.

Yours truly,

(Signed.) R. A. Campbell, A. G. F. A."

The notice referred to was omitted from the proceedings on receipt of message by "Phone" from A. G. F. A. Campbell.

This for your information.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 313;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 18, 1902.

File B-431.

CIRCULAR LETTER NO. B-VII.

To the Freight Committee.

Gentlemen: At the meeting held in this office yesterday to consider changes in the "Articles of Organization" (See Circular Letter B-304, April 11th), all roads being represented, it was decided that the Addenda, as shown in Proceedings No. XII, March 26th, page 4, should not be made a part of the "Articles of Organization" but that the individual statement of the members should appear in the proceedings issued after May 1st, 1902, the date named for the New Articles of Organization to become effective.

The statement referred to is as follows:

"Roads, members of this Committee individually advise, that this Committee has no jurisdiction over traffic between interior points in Kentucky, Tennessee or the Southeast and East St. Louis or East St. Louis Points, or traffic beyond through these points, where through rates are not based on combination of locals through Louisville or Cincinnati, but are established by Southern Lines having their own rails to the Mississippi River.

This is for your information.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 314;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo. April 11, 1902.
File B-304.

To the Freight Committee.

Gentlemen: You are hereby urgently requested to attend a meeting of the Committee at this office on Thursday, April 17th, at 10:30 a. m., to consider and act upon changes in Articles of Organization of this Committee, dated December 28th, 1898, in accordance with the following letter:

"Pittsburg, Pa., April 9, 1902.
2344.

Mr. R. M. Fraser, Chairman, St. L. C. L. Frt. Com.,
St. Louis, Mo.

Dear Sir: Referring to the Articles of Organization of the St. Louis-Cincinnati-Louisville Freight Committee, comprising the B. & O. S. W., C. C. C. & St. L, C. H. & D., I. C. R. R., I. D. & W., L. E. & St. L. C. (now Southern Ry.) L. H. & St. L., P. C. C. & St. L., T. H. & I. and T. St. L. & K. C. (now T. St. L. & W.), which became effective as of December 28, 1898; I would suggest, under advice of Counsel, the following modification in the Articles or Organization, viz.:

ARTICLE V.

Now reads:

Sec. A. Each road, member of the Committee, shall be entitled to one vote.

Change to read:

Each road, member of the Committee, shall be allowed one vote in the expression of its opinion or decision.

Now reads:

Section B. All questions receiving the affirmative

votes of two-thirds or more of all members present, shall be declared adopted, if less than two-thirds lost.

Change to read:

All propositions receiving the votes of two-thirds of the members present shall be regarded as approved, and regarded as rejected if receiving less than two-thirds; but nothing herein shall be construed as depriving any member of the right of individual action if he chooses to exercise such right.

ARTICLE VI.

Now reads:

Sec. B. All parties to this agreement.

Change to read:

All members of this Committee.

Now reads:

Sec. C. The Chairman shall keep a full and accurate account of all traffic covered by this Agreement.

Change to read:

The Chairman shall keep a full and accurate account of all traffic pertaining to the business of this Committee.

Now reads:

Sec. D. The Chairman shall have access to all books, papers, and accounts of the parties hereto, relating to the freight traffic carried hereunder.

Change to read:

The Chairman shall have access to all books, papers and accounts of the parties hereto, relating to the freight traffic pertaining to the business of this Committee.

Now reads:

Sec. E. The Chairman shall construe this Agreement and the resolutions adopted thereunder.

Change to read:

The Chairman shall construe these Articles of Organization and the proceedings taken thereunder.

ARTICLE VIII.

Now reads:

It shall be the duty of any member of this Committee having knowledge of any alleged violation of these Articles or Rules, to report the same to the Chairman who is empowered and directed to employ such means as he may elect to ascertain the facts; and if in his judgment the allegations are reasonably sustained and he cannot secure a cessation of the causes of complaint, he shall convene the Committee to consider and act upon the same.

Change to read:

It shall be the duty of any member of this Committee having knowledge of any alleged departure from these Articles or Rules, to report the same to the Chairman, who is empowered and directed to employ such means as he may elect to ascertain the facts; and if in his judgment the allegations are reasonably sustained and he cannot secure a compliance with the Articles of Organization, he shall convene the Committee to consider and act upon the same.

ARTICLE X.

Now reads:

Amendments to these Articles shall be submitted in writing to the Chairman, who shall immediately submit copies thereof to the members of the Committee. Such proposed changes or additions shall be acted upon at the first regular meeting thereafter, and can only be adopted by the unanimous vote of members, parties hereto.

Change to read:

Amendments to these articles shall be submitted in writing to the Chairman, who shall immediately submit copies thereof to the members of the Committee. Such proposed changes or additions shall be acted upon at the first regular meeting thereafter, and can only be adopted by the unanimous concurrence of members, parties hereto.

Will you please convene your Committee and submit foregoing for their consideration. We feel that these amendments are necessary in order to enable the P. C. C. St. L. Ry. Company to retain its membership in the Committee.

Yours truly,

(Signed.) D. T. McCabe,
Freight Traffic Manager."

It is also desirable that the Special Committee should be prepared to complete their report, see proceedings No. XII, March 26th, 1902, regarding Louisiana Traffic and make any other changes so that the Articles of Organization may be printed complete.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 315;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 8, 1902.
File B-373.

CIRCULAR LETTER NO. B-VI.

To the Freight Committee.

Gentlemen: I am in receipt of letter 7th from a member as follows:

"Sulphuric Acid in Tank Cars, Iola, Kas., To Louisville, Ky."

The rate on this Commodity from La Salle, Ill., to Louisville is 10½ cents per cwt., same from Chicago. To meet this competition we are asked to join in rate of 19 cents from Iola, Kas., to Louisville, dividing: Lines West of the Mississippi River 50 per cent, lines east 50 per cent. Deduct Louisville and St. Louis bridge before prorating.

Please submit this proposition to members of the St. Louis-Cincinnati-Louisville Freight Committee and secure wire vote as quickly as possible."

This subject was considered by the Committee last year (See proceedings June 26th, September 25th, and October 23rd.)

The Tariff rate at present East St. Louis to Louisville is 5th class, 15 cents per 100 pounds.

Please vote whether you approve of the through rate and divisions 19 cents, if so, whether the Traffic shall be handled by through tariff issued by originating road or shall an Amendment be issued by this Committee to Proportional Tariff I. C. B-26 naming rate from E. St. Louis which I understand will be 9 cts. per 100 pounds capacity of tanks.

If two-thirds of the members vote in the affirmative on either proposition, action will be taken accordingly.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 316;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., April 8, 1902.
File B-390.

CIRCULAR LETTER NO. B-V.

To the Freight Committee.

Gentlemen: Referring to the attached Special Notice, No. 1159, of the St. Louis Eastbound Freight Committee, authorized by Central Freight Association Information No. 3287, publishing rate on New Empty Equipment.

Please let me have your vote as to whether you de-

sire the rate published. If two-thirds of the members vote in the affirmative, Amendment to Joint Tariff No. B-28 will be issued accordingly.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 317;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., April 7, 1902.
File B-423.

CIRCULAR LETTER NO. B-IV.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member which explains itself:

"Referring to action taken at meeting of St. Louis-Cincinnati-Louisville Freight Committee at Cincinnati on 26th ult., establishing a rate of $1.50 per ton on chatts, carloads from East St. Louis to Jeffersonville, New Albany and Louisville. (See Tariff I. C. C. No. B-28.)

We now have an inquiry for rate on same Commodity, East St. Louis to Cincinnati and we would suggest the application of same rate as now authorized to apply to Louisville, i. e., $1.50 per ton. Will you kindly submit this application to roads interested and advise early as possible as to their views on the proposition."

Please favor me with prompt reply to above proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 316;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., April 3, 1902.
File No. B-305.

CIRCULAR LETTER NO. B-III.

Rates on Bulk Salted Meats and Packing House Products, Carloads, Missouri River to C. F. A. Points.

To the Freight Committee.

Gentlemen: I attach for your information copy of St. Louis Eastbound Freight Committee Circular Letter No. III, April 3rd, file 4107, giving information on above subject in which the members of this Committee are interested and should attend the meeting to see that rates via East St. Louis to Cincinnati-Louisville, etc., are made on proper basis.

Respectfully,
R. M. Fraser, Chairman."

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., April 3, 1902.
File No. 4107.

CIRCULAR LETTER NO. III.

Rates on Bulk Salted Meats and Packing House Products, Carloads, Missouri River to C. F. A. Points.

To the Freight Committee.

Gentlemen: At meeting February 14th, letter from a member was submitted calling attention to changes necessary to equalize rates via East St. Louis Gateway. Let. February 22nd, file 8866, also received

from Chairman C. F. A. regarding discrepancies and at meeting March 11th (See proceedings March 22nd, page 3), it was

Resolved, That the matter be referred back to Mr. Tucker with the suggestion that he have prepared a statement showing rates through the various gateways to the points affected with the end in view to having a joint meeting of interested Committees, including the C. & O. R. Committee, Peoria Committee, Chicago Committee, St. Louis Committee, and the St. Louis-Cincinnati-Louisville Freight Committee for the consideration of this subject.

Meeting has been called by Chairman Central Freight Association (See C. M. No. 4), at the Association Rooms, Chicago, Tuesday, April 8th, 2:30 p. m., to consider the above subject.

In case you cannot attend the meeting please notify Mr. J. F. Tucker at once so that he will be able to notify the other members that meeting will not take place.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 319;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., April 2, 1902.
File B-314.

CIRCULAR LETTER NO. B-2.

Rate on Whiskey in Wood.

To the Freight Committee.

Gentlemen: For your information I give below copy of letter March 31st, file 9007, from Chairman C. F. A., in answer to letter authorized at meeting 26th ult. (See Proceedings XII, page 2.)

"Dear Sir: I am in receipt of your letter of the 28th inst., your file B-314, on the subject of rates on Whiskey, in wood, any quantity.

This matter received the attention of the Central Committee and is yet upon its docket for final recommendation. It was deemed impossible (during this year at any rate) to advance the rate on Whiskey in carloads, on account of arrangements that forced the 30 cent rate you mention in your letter. It was further considered by the Central Committee that earnest, combined efforts by all the initial roads where this consolidation was going on would evolve some plan by which the consolidation could be put a stop to.

Personally, I feel that it is not a wise move to put carloads and less than carloads at the same rate, for all those matters are sympathetic in their nature, and should we adopt such a rule it would, in my judgment be a bad precedent. Please have the St. Louis Committee earnestly consider this matter again to see if some action cannot be taken different from the one the St. Louis Committee recommends and advise me further.

Should the Cincinnati and Louisville Committee's reports reach me before Thursday, it will be considered by the Central Committee on that date."

If the Cincinnati or Louisville Committees see proper to take any further action on the subject I will transmit same to Chairman Tucker.

Yours respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 320;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., April 1, 1902.

File B-419.

CIRCULAR LETTER B-I.

Rates on Articles of Iron and Steel Manufacture.

To the Freight Committee.

Gentlemen: For your information I give below copy of report from Special Committee, provided for in Resolution on Page 5, Proceedings No. XII, March 26th, also letter from G. F. A., L. & N. R. R.

"Louisville, Ky., March 31, 1902.

Mr. R. M. Fraser, Chairman, St. Louis-Cincinnati-Louisville Freight Committee, St. Louis, Mo.

Dear Sir: See your letter of March 28th, your file B-419, advising of appointment of a Special Committee to confer with General Freight Agent Goodwyn, as provided for in the resolution adopted at the meeting of the St. Louis-Cincinnati-Louisville Freight Committee, held in Cincinnati on Wednesday, March 26th.

As requested, Messrs. Ryan, Connelly and self called upon Mr. D. M. Goodwyn, General Freight Agent of the L. & N. R. R., on Saturday, March 29th, giving that gentleman the information as to the action taken at meeting referred to, in regard to restoring rates on iron articles and steel articles from Cincinnati and Newport and from New Albany, Louisville and Jeffersonville to East St. Louis, with the assurance that full published tariff rates will be carried by all other lines if the L. & N. R. R. would take similar action. Attached I hand you a letter addressed to me by Mr. Goodwyn, in which he agrees to maintain the old rate of 12 cts. per cwt. on iron and steel articles from Cincinnati and group to East St. Louis, on business to East St. Louis and beyond. It is the understanding of our special committee that Mr. Goodwyn would make this 12 cent rate effective on April 14th.

Your Committee also called on Mr. L. J. Irwin of L. H. & St. L. Ry. and requested that he cancel the special rate now carried on Iron and Steel Articles from Louisville to East St. Louis. Mr. Irwin declined to make any change in the rate that he is carrying from Louisville.

As your Special Committee has carried out all that the resolution of Wednesday, March 26th, covered, it would respectfully request to be relieved of any further action upon its part.

Yours very truly,

(Signed) M. S. Connelly.
J. M. Ryan.
Homer F. Frost, Chairman.

Louisville, Ky., March 29, 1902.
File 192563-Fox.

Mr. Homer F. Frost, A. G. F. A., Louisville, Ky.
Dear Sir:

Iron Articles from Cincinnati and Group.

Recalling our conference today when a sub-committee from the Cincinnati-St. Louis-Louisville Freight Committee called on me in regard to the rate on Iron and Steel Articles from Cincinnati and Group to East St. Louis, the sub-committee, consisting of yourself, Mr. Connelly and Mr. Ryan, with you as Chairman.

I stated in our conversation that the Louisville and Nashville Railroad was willing to restore the old rate of 12 cts. per cwt. and would honestly maintain it from Cincinnati, Newport and Covington to East St. Louis, just so long as its competitors maintain the same rate on business to East St. Louis and beyond. I am prepared to withdraw our 9 cent rate on legal notice, accepting your verbal assurance that all the Cincinnati lines have agreed to absolutely maintain the 12 cent rate.

As a matter of course, what our action in the future

may be must necessarily depend upon the integrity with which the agreement is maintained.

Yours truly,
(Signed) D. M. Goodwyn, G. F. A.

Please give this subject immediate attention.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 321;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., March 31, 1902.
File B-322.

IMPORTANT.

To the Freight Committee.

Gentlemen: I am in receipt of the following telegram:

"Louisville, Ky., March 31, 1902.

R. M. Fraser.

I understand a certain road out of Louisville has a contract on Unmanufactured Tobacco, Louisville to East St. Louis. To meet this condition we have decided to publish effective on Legal Notice, eight cents per hundred pounds, Louisville to East St. Louis. Will you please notify members of the Committee?

(Signed) L. J. Irwin."

This for your information.

Yours respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 322;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., March 17, 1902.
File B-423.

To the Freight Committee.

Gentlemen: I give below copy of letter from a member which explains itself:

"There is a prospective movement of chatts ballast from East St. Louis to Jeffersonville, New Albany and Louisville, and as there is no rate provided in current tariff to cover this Commodity, we would suggest the establishment of a special rate of $1.50 per net ton, minimum 20 cents per car, same as now in effect on Glass Sand.

Will you kindly put this proposition before interested roads promptly."

Please favor me with prompt reply to above proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 323;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., March 13, 1902.
File B-314.

To the Freight Committee.

Gentlemen: I give below copy of letter which explains itself.

CHICAGO & OHIO RIVER COMMITTEE.

Chicago, March 12, 1902.

Mr. O. G. Potter, Chairman Cincinnati Committee, Cincinnati.

Mr. R. M. Fraser, Chairman St. L. C. L. Frt. Committee, St. Louis.

Gentlemen: At meeting of the Louisville Committee, March 11th, the following was adopted:

Resolved, That it is the sense of this Committee that the only practical way in which the consolidation of L. C. L. shipments of Whiskey, in wood, into carloads, can be prevented, will be the adoption of one class to apply, regardless of quantity:

Resolved, That this Committee recommend to the Central Freight Association the application of Third Class rate on Whiskey in wood, any quantity."

The foregoing has been submitted to the C. & O. R. Committee for concurrence so far as it pertains to application of 3rd class rates any quantity from Ohio River Crossings to C. & O. R. Committee Points. Won't you kindly submit the same to your respective Committees for vote and advise me the result as early as practicable?

Very truly,

(Signed) C. E. Fulton, Secretary.

Please let me have your vote on the proposition which will be communicated to Mr. C. E. Fulton, Secretary C. & O. R. Committee.

Respectfully,

R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 324;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.
St. Louis, Mo., Feb. 10, 1902.
File B-419.

IMPORTANT.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter:

"St. Louis, Mo., Feb. 8, 1902.
-CC-27.

Mr. R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Freight Committee, St. Louis, Mo.

Meeting, February, 1902.

Dear Sir: Please call a meeting of the St. Louis-Cincinnati-Louisville Freight Committee in St. Louis on Tuesday the 18th inst., to check unauthorized rates and enter into an agreement similar to that made in Chicago by the Central Freight Association in regard to the maintenance of rates, publishing Tariffs. etc."

Yours truly,
(Signed) Edward Hart, Jr.,
A. G. F. A. B. & O. S. W. R. R.
R. A. Campbell,
A. G. F. A. Southern Ry.

In accordance with the above all members are urgently requested to be present or authoritatively represented at this office on Tuesday, February 18th, 10:00 a. m., sharp.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 325;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.
404-406 Union Station.

St. Louis, Mo., Feb. 5, 1902.
File B-322.

To the Freight Committee.

Gentlemen: Referring to Circular Letter Feb. 3rd, I am in receipt of the following letter:

"St. Louis, Mo., Feb. 4, 1902.
CC-77.

Mr. R. M. Fraser, Chairman St. Louis-Cincinnati-Louisville Freight Committee, St. Louis, Mo.

Dear Sir:

Rate Adjustment: Rate and Weight on Tobacco Stems, East St. Louis to Louisville. Please refer to your I. C. C. B-27.

We gave you notice that we would not be a party to any change in the rate or weight on Tobacco Stems.

It seems very strange to me in the face of such notice, that you made us a party to the tariff mentioned.

Will you please issue a cancellation notice immediately so far as our road is concerned.

Yours truly,
(Signed) R. A. Campbell, A. G. F. A."

In accordance with the above Amendment No. 1 to B-27 will be issued at once, eliminating rate on Tobacco Stems, named therein and the following rate will be published, Tobacco Stems, C. L., minimum weight 30,000 pounds, 7 cents, East St. Louis to Louisville.

Please advise at once if you will be a party to the above proposition.

Respectfully,
R. M. Fraser, Chairman."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 326;" as follows:

ST. LOUIS-CINCINNATI-LOUISVILLE FREIGHT COMMITTEE.

Office of the Chairman.

St. Louis, Mo., July 25, 1902.
File B-354.

CIRCULAR LETTER NO. B-XXX.

To the Freight Committee.

Gentlemen: I am in receipt of the following letter from a member:

"There is a movement of Mules from points in Missouri to local points on the L. & N. in Kentucky. There is also considerable business from Missouri Points to New Orleans, a portion of which could be moved through Louisville, provided we would accept East St. Louis to Louisville, about $30.00 per car. As the business would be billed to Louisville (proper) I find it necessary to make application for this rate.

The L. & N. publish from East St. Louis to points on their main stem, between Louisville and Bowling Green, and to points on their Cincinnati and Lexington divisions, much less rates than our present rates to Louisville, for instance: their rate East St. Louis to all points on the Cincinnati division between Louisville and Worthville, Ky., is $40.00 per car, and to points on their main stem is, in no case, higher than $48.00 per car. When this business is routed through Louisville we are compelled to accept these through rates, and allow the L. & N. their locals from Louisville, which, in many cases, pays is much less than $30.00 per car.

If we can establish a rate of $30.00 per car, East St. Louis to Louisville, the Mules would be shipped to Louisville, assorted, and reconsigned to L. & N. local stations, and to New Orleans, yielding us more revenue than we are now receiving, as well as increasing the traffic. Will you please, therefore, submit by letter proposition to apply same rate on Mules as on Cattle; namely, 15 cents per hundred pounds, mini-

mum as per Official Classification? This will have the effect of making a distributing point out of Louisville rather than having the shipments billed through as at present."

Present rate, 25 cents per 100 pounds. Please let me have your views as to the foregoing proposition and oblige

Yours respectfully,
R. M. Fraser, Chairman."

"Complainant's Exhibit Fraser No. 327."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting, of the Freight Committee, Held January 3rd, 1900.

Representation:
B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—
C. P. & St. L. R. R.—G. W. Galligan.
C. C. C. & St. L. Ry.—H. S. Bradley.
I. C. R. R.—B. J. Rowe.
L. H. & St. L. R. R.—
L. E. & St. L. C. R. R.—C. D. Morris.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.
R. M. Fraser, Chairman.

Meeting convened at 3:00 p. m.

Rates on Pig Lead, Spelter, Etc., from East St. Louis.

This subject was last considered at Special Meeting Dec. 27th, (See proceedings 1st page.) The resolution adopted 27th ult., was submitted to the Central Freight Ass'n, asking that, vote be taken on the proposition. A request being received from Chairman Tucker, that, the subject have further consideration by this Committee, a Special Meeting was held this afternoon and after due consideration of the subject, generally, it was

Resolved, That, at a meeting of the St. Louis East-

bound Freight Committee, today, it was the unanimous opinion, that, rates on Pig Lead, Spelter, etc., on basis of 20 3-10 cts., East St. Louis to Boston; 18 9-10 cts., to New York; 17 cts. to Philadelphia and 16 cts. to Baltimore, be established as local rates, from East St. Louis, with the understanding that the rates to Seaboard Basing Points, be the Minimum Rates to Interior Points east of the Western Termini of the Trunk Lines. All agree the loss of revenue is unfortunate, but the conditions are the result of Chicago Lines protecting unauthorized rates, and St. Louis Lines feel this discrimination, against East St. Louis, cannot longer be tolerated."

Rates on Pig Iron, Billets, Etc., East St. Louis to C. F. A. Territory.

Resolved, That, the Chairman issue an Amendment to Joint Tariff No. 108, restoring Joint Tariff No. 97, effective at the earliest possible date, it being understood that it is a temporary measure to provide for rates until such time as interested parties can check in proper rates, from East St. Louis and the Ohio River Crossings.

Respectfully,

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 328."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee

Held January 11, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. R. R.—G. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—

T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—
T. St. L. & K. C. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 2:00 p. m.

Switching Schedule Number 2.

This subject was laid over at meeting Dec. 22nd, and after further consideration today, it was

"Resolved, That, the roads, members of this Committee be authorized to recognize the L. H. & St. L. Ry., L. & N. R. R. and M. & O. R. R. as competitors, with the privilege of equalizing their charge for switching at East St. Louis and that, the Chairman call a meeting, of the East St. Louis Agents to check in Switching Schedule No. 2 on that basis.

Rates on Pig Lead, Ore, Blister Copper, Etc.

Correspondence was submitted from Chairman Tucker relative to eliminating Blister Copper from the list of Commodities, named in C. F. A. Information No. 297, Series-A, as follows:

Blister Copper, Base Bullion, Ore and Pig Lead, C. L., Minimum Weight 30,000 Lbs.

From all points in Central Freight Association territory, to points east of the Trunk Line western termini, on basis of 20 cents per 100 lbs., Chicago to New York.

And after a general discussion of the subject, it was

Resolved, That, it is the sense of the St. Louis Eastbound Freight Committee, that as the reduced rates on Blister Copper were established by the Missouri River Lines, through the Chicago gateway, the lines leading via East St. Louis simply followed. The Chairman write Mr. Tucker and say, that, if he can induce the roads via Chicago Junctions to withdraw the rate on Blister Copper, the roads leading to East St. Louis, will, without a doubt, take similar action and that,

the members of this Committee will so recommend and will also agree to its elimination from Information No. 297, Series A."

Note.—This Committee's recommendation of January 3rd, (See Proceedings) was not approved by C. F. A., rates being authorized as above.

Rates on Pig Iron, Billets, Etc., East St. Louis to Central Freight Association Territory.

Resolved, That this subject was laid over until after meeting called by Chairman Tucker, for the 18th inst., at Indianapolis, Ind.

Rate on Beauxite Ore, C. L., to Detroit, Western Termini and Trunk Line Territory.

This subject was considered at meeting Dec. 22nd and recommended forwarded to the Central Freight Association. Mr. Tucker referred the matter back for further information, and it was

"Resolved, That, Chairman write Mr. Tucker for information as to the through rate on this traffic, from the producing points in Georgia, to Detroit, Western Termini and Eastern Cities, via the Ohio River Crossings, requesting that the rate to and from the Ohio River Crossings be named, that make the through rate from Georgia."

Proportional Rate on Sand, C. L., East St. Louis to Sheridan, Ind., Byesville, Marietta, Etc.

This subject was considered at meeting the 22nd ult., and recommendation referred to Central Freight Association. Further correspondence on the matter, from Chairman Tucker, was submitted, and it was

"Resolved, That, the Chairman write Mr. Tucker, and explain that, the Sand, forwarded from East St. Louis, originates beyond, therefore must pay the cost of transportation and Bridge Toll to East St. Louis, and under these circumstances it is not possible for

the traffic to stand a higher rate, from East St. Louis, than is charged from Ottawa."

Rates on Packing House Products, Including Green Hides, C. L., to Dayton, Ohio.

Chairman read telegram 11th inst., from Mr. Tucker, advising that the Chicago Lines were applying 12 cents per 100 lbs. on this traffic, from Chicago to Dayton, and it was

"Resolved, That the roads, members of this Committee individually recommend that, rate of 12 cents per 100 lbs. be authorized from East St. Louis, Ill., to Dayton, O., on Packing House Products, C. L., (which includes Green Hides) effective at once and the Chairman issue a Special Notice accordingly."

Proportional Rate of 41 Cents Per 100 Lbs. on Dressed Beef, Mutton and Pork, C. L., East St. Louis to Syracuse, N. Y.

The above subject was considered at meeting Dec. 22nd, and referred back to the Central Freight Association for further information.

The Chairman submitted reply from Mr. Tucker, and it was

"Resolved, That, the individual members of this Committee, recommend to the Central Freight Association that, the proportional rate of 41 cts. per 100 lbs., named in this Committee's Joint Tariff No. 71, Sept. 20th, 1894, on Dressed Beef, Mutton and Pork, C. L., minimum weight as per Official Classification, from East St. Louis, Ill., on shipments originating on or west of the Missouri River, to Syracuse, N. Y., be continued in effect, this rate being necessary to equalize against the Chicago gateway on like traffic.

Rules Governing Shipments of Horses and Mules to Points in the Virginias.

This subject was considered at meeting Dec. 22nd, 1899, and referred back to Mr. Tucker for further information.

After further consideration of the subject, with the additional information received from Mr. Tucker, it was

"Resolved, That, as C. F. A. Information No. 95, Series A, this Committee's Special Notice No. 779, are still in effect no action is necessary, subject be laid on the table and Mr. Tucker advised accordingly.

Rates on Dried Fruit, North Pacific Coast Points, via East St. Louis and Eastern Cities to European Ports.

Resolved, That, this subject be laid over until next meeting, awaiting information from Central Freight Association asked for at meeting Dec. 22nd."

Commodity Rates in Effect from East St. Louis to Central Freight Association Territory on and After Jan. 1, 1900.

The Chairman stated that, he had received a letter from one of its members, requesting this office to ascertain if all roads, members of this Committee, had cancelled rates in effect previous to Jan. 1, 1900 and reissued rates, in line with C. F. A. Information effective on and after Jan. 1, 1900.

Roll being called all members advised that they were being governed by the issues of the Central Freight Association, and it was

Resolved, That, the subject be laid on the table."

Traffic via Brooklyn and East St. Louis to Eastern Cities.

The Chairman read letter from Chief Inspector Rainer in which he requests to be advised if traffic from Paducah, Ky., via Brooklyn and East St. Louis was considered as coming from the South, etc.

A. G. F. A. Becker being present stated that, the Ill. Cent. R. R. had no divisions in effect at present from Paducah or Brooklyn, they having been cancelled by Ill. Cent. Supplement No. 56 to Division Sheet No. 2045, effective Dec. 15th, 1899, and it was

Resolved, That, the Chairman answer Mr. Rainer in line with statement made by Mr. Becker."

Rates on Brick, Etc., from East St. Louis to Bay City and Saginaw, Michigan.

Resolved, That, the roads, members of this Committee, individually recommend to the Central Freight Association that, they authorize rates of $2.60 per ton on Brick, etc., C. L., minimum weight 40,000 lbs., from East St. Louis, Ill., to Bay City, and Saginaw Mich. these rates being in line with rates authorized in C. F. A. Information No. 1890 from East St. Louis to various points in Central Freight Association Territory.

Rates on Broom Corn, East St. Louis to Eastern Cities.

Resolved, That, this subject be laid over pending further information to be received from Chairman Tucker.

Proportional Rate on Rags and Paper Stock, C. L., East St. Louis to Allegan, Michigan.

Whereas, The through rate on rags and paper stock, C. L., from Kansas City, via Chicago to Allegan, Mich., is 28 cents per 100 lbs., as against the rate Kansas City to East St. Louis, 13½ cts., and East St. Louis to Allegan, 16 cts., total 29½ cts. per 100 lbs., therefore be it

Resolved, That the roads, members of this Committee individually recommend to the Central Freight Association that a proportional rate of 14½ cents per 100 lbs. be authorized on rags and paper stock, (pressed in bales) C. L., from East St. Louis, Ill., to Allegan, Mich., to equalize with the rates on this traffic via the Chicago gateway.

Proportional Rate on Lumber, C. L., from East St. Louis to Attica, Ind.

Whereas, Central Freight Association Information No. 1878 authorizes Proportional rate of 8 cts. per 100 lbs. on Lumber, C. L., from East St. Louis, Ill., to La Fayette, Ind., and to Attica, Ind., 9 cts., be it

Resolved, That the individual roads, members of this Committee recommend to the Central Freight Association that Information No. 1878 be amended authorizing rate from East St. Louis to Attica Ind., 8 cts., same to La Fayette, Ind., Attica being an intermediate point.

Rates on Lumber, L. C., from Pacific Coast Points to C. F. A. Territory.

The Chairman submitted a Joint Letter from Mr. Tucker addressed to the Chicago, Peoria and St. Louis Committees, relative to calling a meeting for joint check of rates on this traffic, and it was

Resolved, That the Chairman write Mr. Tucker, advising that it is the sense of this Committee, that they are not interested in this check, as the St. Louis roads simply equalize with rates from these points and if the Chicago and Peoria Committee will line up with their rates the St. Louis roads will be able to put their rates in line without a joint check.

Rates on Rags and Waste or Scrap Paper, Pressed in Bales, C. L., East St. Louis to Trunk Line Territory.

Correspondence on the above subject was submitted and after a general discussion it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Association that rates be authorized on Rags and Waste Paper, pressed in bales, C. L., minimum weight as per Official Classification from East St. Louis, Ill., to Trunk Line Territory, on basis of 25 cts., Chicago to New York.

Establishing Basing Sheet for Rates on Pig Iron, Billets, Etc.

Resolved, That this subject be laid over indefinitely.

Rates on Granite, Rough Quarried, Valuation Restricted to 20 cts. per Cubic Foot, Originating at Points in State of Missouri.

Whereas, C. F. A. Information corrected No. 264, Series-A, authorizes rates on this traffic, from East St. Louis, Ill., to Boston 28, New York 26, Philadelphia 24, Baltimore, 23, and Information No. 1884 authorizes rates to Western Termini Points on same basis, be it

Resolved, That the Chairman be instructed to reissue Special Notice No. 916, naming rates on this traffic from East St. Louis, Ill., to Boston 28, New York 26, Philadelphia, 24, Baltimore 23, and Western Termini Points 17½ cents per 100 lbs.

Rates on Green Hides, C. L., to Indianapolis, Indiana.

Attention was called to C. F. A. Information No. 1864 as naming rates on Green Hides, C. L., to Indianapolis, Ind., 12 cts., and carrying rate on Packing House Products in same Information, to Indianapolis at 10 cts. per 100 lbs., and it was

Resolved, That the members of this Committee individually agree that, the rate of 12 cts. per 100 lbs. on Green Hides, C. L., named in Special Notice No. 930 be corrected to read 10 cts. per 100 lbs., same as authorized on Packing House Products to Indianapolis, Ind.

VARIOUS LETTERS FROM SHIPPERS.

Regarding Official Classification Number 20, Effective January 1, 1900.

Resolved, That, the Chairman refer all the letters on the above subject to Mr. C. M. Gill, Chairman of the Official Classification Committee for consideration at meeting of that Committee, called for the 22nd, inst., advising the writers of the several letters of this action, suggesting that additional correspondence on the subject be addressed to Chairman Gill.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 329."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee. Held Jan. 31 and Feb. 1, 1900.

Representation. Jan. 31st.
B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—
C. P. & St. L. R. R.—
C. C. C. & St. L. Ry.—W. D. Holliday.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. F. & St. L. C. R. R.—
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott
The Wabash R. R.—E. G. Wylie.

Representation Feb. 1st.
B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—
C. P. &. St. L. R. R.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
I. C. R. R.—B. J. Rowe.
L. H. & St L. Ry.—W. G. Lindsay.
L. F. & St. L. C. R. R.—
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—
The Wabash R. R.—E. G. Wylie.

R. M. Fraser, Chairman.

Meeting convened 3:00 p. m.

Switching Schedule No. 2.

The Charman stated, that in line with resolution adopted by the Freight Committee, 11th inst., meeting of the East St. Louis Agents was held in this office and Schedule No. 2 checked in on basis authorized in said resolution and the following action taken:

"Resolved, That the figures checked in at meeting today, (January 26, 1900) be referred back to the

Freight Committee for their consideration and approval.

After a general discussion, it was suggested by one of the members, that the Schedule be issued to show the Industries, their location and the cost of Switching for the different lines to reach same, and that, the notation in proof of Schedule, "to absorb" and the amount shown, be eliminated.

And it is therefore,

Resolved, That the Chairman be instructed to issue Switching Schedule No. 2, showing only the amount it will cost each road to or from the various industries named therein.

And it was further,

Resolved, That the Chairman, after securing a revised proof of the Schedule, call a meeting of the East St. Louis Agents for a final check and then publish the Schedule.

Rates on Packing House Products to Dayton, Ohio and Green Hides to Indianapolis, Ind.

The Chairman submitted correspondence between Mr. Tucker and this office, regarding these rates. (See proceedings Jan. 11, 1900.)

And it was

Resolved, That this subject be tabled.

Rate on Green Salted Hides, C. L., East St. Louis to Zanesville, Ohio.

The Chairman submitted a letter from a member recommending that rate of 17 cents per 100 lbs, be established on this traffic, to Zanesville, O., for reason that, the rate to Dayton was 12 cts.

After a general discussion, the following resolution was offered:

Resolved, That we recommend to the Central Freight Association to establish a 17 cent rate on Green Salted Hides, C. L., East St. Louis to Zanesville, Marietta and Columbus, Ohio.

The foregoing not being approved by the individual roads, was tabled.

Election of Executive Committee for Year 1900.

The term of office for which the Executive Committee were elected for 1899 having expired, it was

Resolved, That Messrs. Holliday, Coyle and Taylor be and are hereby elected an Executive Committee for the year 1900 and to hold office as provided for in the Articles of Organization.

Rates on Brick, Clay, Etc., C. L., East St. Louis to Points in C. F. A. Territory.

Letter was submitted from one of the members regarding this traffic, stating that rates published in this Committee's Joint Tariff No. 111, was in some instances out of line by their route, and it was

Resolved, That the Chairman call a meeting of the Rate Clerks to check in rates on Brick, Clay, etc., C. L., published in this Committee's Joint Tariff No. 111 and that if any omissions or inaccuracies are discovered they be reported to the Central Freight Association, asking for the necessary relief.

Note.—Circular will be issued calling a meeting of the Rate Clerks at this office, Wednesday, Feb. 7, 10:00 a. m.

Rates on Cement and Cement Plaster, C. L., East St. Louis to Points in Central Freight Association Territory.

Letter from Chairman Tucker was read regarding rates on Cement and Cement Plaster, C. L., see Circular Letter January 26th, file 3309.

After a general discussion it was stated that it would not be practicable to advance the proportional rates on Cement Plaster, C. L., named in this Committee's Special Notice No. 931, as this traffic originates in Texas and the Indian Territory and that these Proportional Rates are necessary from East St. Louis, to move the business; and it was

Resolved, That the Proportional Rates on Cement, named in Special Notice No. 931 be cancelled and rates on this traffic from East St. Louis be issued in line with the Central Freight Association Information No. 1986. The Proportional Rate on Cement Plaster in said Special Notice to be re-issued and continued in effect for reasons stated above, Chairman Tucker to be advised accordingly.

Rates on Dressed Meats, C. L., from East St. Louis to Points in Central Freight Association Territory.

The Chairman read letter from Mr. Tucker in which he embodied letter from Chicago Freight Committee, stating that Committee had decided to advance their rates on Dressed Meats, C. L., from Chicago to Detroit, Grand Rapids and Muskegon, Mich., Findlay, Fostoria, Lima and Toledo, Ohio, 2½ cts., Muncie, Ind., 2 cts., Sandusky, Ohio, 1 cent and Tiffin, Ohio, 2 cts. per 100 lbs., requesting that like advance be made from East St. Louis to same points, and it was

Resolved, That the Chairman endeavor to ascertain the correct or agreed basis upon which rates, on this traffic, should be made, to be in line with Chicago, the information to be submitted to the Rate Clerks at their first meeting, in order that they may check in the rates from East St. Louis to all Central Freight Association points, the result of their action to be submitted to the Central Freight Association as a recommendation from this Committee, provided changes are needed in present authorized rates.

Note.—Circular will be issued calling a meeting of the Rate Clerks, at this office, on Wednesday, Feb. 7th, 10:00 a. m.

Basis for Eastbound Rates to Eastern Cities.

The Chairman called attention to the Central Freight Association Information No. 298, Series A, regarding the subject, (See Circular Jan. 27, 1900) also submitting correspondence from Mr. Tucker, and it was

Resolved, That the Chairman cancel and re-issue all Special notices from East St. Louis to Trunk Line Territory that are now in effect, correcting them to basis as now established in Central Freight Association Information No. 298, Series A and that this basis govern on future issues.

RATES TO THE VIRGINIAS.

Rates from Memphis via St. L. I. M. & S. Ry. to C. F. A. Territory.

Resolved, That the above subjects be laid over until next meeting.

Furnishing Foreign Roads with Tariffs and Special Notices Issued by this Committee.

This subject was considered at meeting held Sept. 5th, 1899, and resolution adopted that Foreign roads be supplied with not to exceed two copies of the issues of this Committee.

The Chairman submitted a letter from a member with letter from a road not a member of this Committee, requesting to be furnished with 35 copies of all Tariffs and Special Notices, issued by this Committee, and after consideration it was

Resolved, That the Chairman be authorized to furnish foreign roads (desiring more than two copies) with the number they desire, charging for same 1 cent per copy, the charge for any one supply of each issue of Tariffs or Special Notices furnished, to be not less than 25 cts and the postage.

Rates on Grain and Grain Products, C. L., East St. Louis to Points in Central Freight Association Territory.

Correspondence was submitted from Chairman Tucker also one of the members relative to checking rates on Grain and Grain Products to various points in Central Freight Association Territory, on basis named in this Committee's Special Notice No. 928, Central Freight Association No. 1914, and it was

Resolved, That the Chairman call a meeting of the Rate Clerks to check in rates on Grain and Grain Products, C. L., from East St. Louis to various points in Central Freight Association Territory on basis authorized in this Committee's Special Notice No. 928 and Central Freight Association Information No. 1914.

Note.—Circular will be issued calling a meeting of the Rate Clerks, at this office, Wednesday, 7th inst., 10:00 a. m.

Rates on Lumber, C. L., from St. Louis Proper.

Resolved, That the subject be laid over.

American Cotton Company's Insurance Contract.

The Chairman called attention to the proceedings of Dec. 27th, and Circular Letter of Dec. 28th, 1899, file 3396, regarding American Cotton Company's Cotton, stating that he had received a letter dated Jan. 9th, from Mr. H. G. Krake, T. M., American Cotton Company, advising that all the cotton for which bills of lading had been issued and for which policies had been placed in my possession, had gone forward, requesting return of the policies.

This is to inform you that all of the policies have been returned to the American Cotton Company, and the arrangement is ended so far as this office is concerned.

Proportional Rates on Rags and Waste and Scrap Paper, C. L., East St. Louis to Allegan, Mich.

This subject was considered at meeting held 11th inst., and recommendation forwarded to C. F. A., see C. F. A. Information No. 2010, this Committee's Special Notice No. 943, Jan. 25, 1900.

Resolved, That no further action is necessary, subject be tabled.

Rates on Broom Corn, East St. Louis to Eastern Cities.

The above subject was last considered at meeting

held 11th inst., and laid over pending information to be received from Chairman Tucker, (See C. F. A. Information No. 300, Series A, this Committee's Special Notice No. 941.)

Resolved, That no further action is necessary, subject be laid on the table.

Rates on Peaches, C. L., from Texas Points via East St. Louis to Eastern Cities.

This subject was considered at meeting held Dec. 22, 1899, and in line with action, recommendation was forwarded to the C. F. A. for vote, same being declined, see C. F. A. Advice Letter E-642, Jan. 13, 1900.

Resolved, That subject be laid on the table.

R. M. Fraser, Chairman."

Adjourned.

"Complainant's Exhibit, Fraser No. 330."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of Rate Clerks, Held in the Office of the Chairman, Tuesday, February 6, 1900.

Representation:
B. & O. S. W. R. R.—T. J. Cook.
C. & A. R. R.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.—H. S. Lew.
L. E. & St. L. C. R. R.—
L. H. & St. L. Ry.—
T. St. L. & K. C. R. R.—R. H. Sheill.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—J. F. Van Leer.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Establishing Minimum Basing Sheet.

At meeting today the following was adopted:

Resolved, That we recommend to the St. Louis Eastbound Freight Committee that they authorize that a meeting of Rate Clerks be called to compile a general Minimum Basing Sheet to be used in all future checks of such Commodity rates as may be proposed.

As per instructions of the Freight Committee at meeting held 31st ult., (See proceedings) the following rates were checked in today, from East St. Louis to Central Freight Association Territory, viz: Rates on Brick, Clay, etc., Dressed Meats, Grain and Grain Products, carloads.

Central Freight Association Advice Letter E-762, 2-5-1900, having been received this a. m., naming rates from East St. Louis on Billets, etc., C. L., to Central Freight Association Territory, and Pig Iron rates not having been checked in at meeting, Indianopolis, 30th ult., it was deemed advisable to check in the rates on Pig Iron today and forward to Central Freight Association in order to have them authorized and put in effect on the same date as rates on Billets, etc.

Rates on Dressed Meats, C. L., East St. Louis to Central Freight Association Territory.

Resolved, That the roads, members of this Committee individually recommend to the Central Freight Association that they authorize rates on Dressed Meats, C. L., when loaded in refrigerator cars, minimum weight 20,000 lbs., effective on Legal Notice, from East St. Louis, Ill., to

	Cents per 100 lbs.
Akron, Ohio	28
Anderson, Indiana	18½
Athens, Ohio	30
Bellaire, Ohio	32
Benton Harbor, Mich.	21
Brazil, Indiana	15
Cambridge, Ohio	30
Canton, Ohio	28
Chillicothe, Ohio	25

	Cents per 100 lbs.
Cleveland, Ohio	28
Columbus, Ohio	25
Dayton, Ohio	25
*Detroit, Mich.	25
Dunkirk, N. Y.	32
Erie, Pa.	32
*Findlay, Ohio	25
Ft. Wayne, Indiana	21
*Fostoria, Ohio	25
Frankfort, Mich.	32½
*Grand Rapids, Mich.	25
Greencastle, Indiana	15
Harbor Springs, Mich.	35
Indianapolis, Indiana	16
Ironton, Ohio	30
Kalamazoo, Mich.	25
La Fayette, Indiana	16
*Lima, Ohio	25
Logansport, Indiana	17
Ludington, Mich.	32½
Mackinaw City, Mich.	35
Manistee, Mich.	32½
Mansfield, Ohio	28
Marion, Indiana	18½
Massillion, Ohio	28
Mt. Vernon, Ohio	27
*Muncie, Indiana	20½
*Muskegon, Mich.	25
New Castle, Pa.	30
Newark, Ohio	27
Oil City, Pa.	32
Orville, Ohio	28
Petoskey, Mich.	35
Port Huron, Mich	25
Portsmouth, Ohio	30
Saginaw, Mich.	25
*Sandusky, Ohio	27
Springfield, Ohio	25
Terre Haute, Indiana	15
*Tiffin, Ohio	27

	Cents per 100 lbs.
Titusville, Pa.	32
*Toledo, Ohio	25
Traverse City, Mich.	32½
Youngstown, Ohio	30
Zanesville, Ohio	30

*Note.—Rates to these points are check in based on advance proposed by Chicago lines in letter from Chairman Tucker, 1-19-1900, Information 1860.

Rates on Brick, Clay, Etc., East St. Louis to Central Freight Ass'n Territory.

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Association, that they authorize rates on Building Brick, fire brick, pressed brick, hollow brick and salt glazed brick, when shipped in bulk, without any packing for protection (enameled brick excepted); brick conduits; common or crude clay or shale (not ground or prepared), shipped in bulk; fire proofing and ground fire clay; in carloads, minimum weight 40,000 lbs., flue linings, in carloads, minimum weight 30,000 lbs., except where marked capacity of car is less than minimum, provided, the marked capacity of car shall govern as the minimum, effective on legal notice, from East St. Louis, Ill., to,

	Cents per net ton.
Akron, Ohio	2.50
Ashland, Ky.	2.50
Athens, Ohio	2.50
Aurora, Indiana	1.75
Bay City, Mich.	2.60
Beaver Falls, Pa.	3.00
Buffalo, N. Y.	3.00
Canal Dover, Ohio	2.50
Canton, Ohio	2.50
Cecil, Ohio	2.30
Chartiers, Pa.	3.00
Chillicothe, Ohio	2.30
Cincinnati, Ohio	1.75

	Cents per net ton.
Cleveland, Ohio	2.50
Coalton, Ohio	2.50
Columbus, Ohio	2.30
Dayton, Ohio	2.00
Defiance, Ohio	2.30
Delphi, Indiana	1.75
Denver, Indiana	1.75
Detroit, Mich	2.30
Elwood, Indiana	1.75
Findlay, Ohio	2.30
Fort Wayne, Indiana	2.10
Gallipolis, Ohio	2.50
Girard, Ohio	2.75
Girard, Pa.	3.00
Grand Rapids, Mich.	2.40
Greenville, Pa.	2.75
Hanging Rock, Ohio	2.50
Hartford City, Ind	1.75
Hubbard, Ohio	2.75
Huntington, Indiana	2.10
Indianapolis, Indiana	1.20
Ironton, Ohio	2.50
Jackson, C. H., Ohio	2.50
Jackson, Mich.	2.30
Jamestown, Pa.	2.75
Jefferson, Indiana	1.75
Kokomo, Indiana	1.75
La Fayette, Indiana	1.75
Lancaster, Ohio	2.50
Lansing, Mich.	2.30
Lawrenceburg, Indiana	1.75
Leetonia, Ohio	2.75
Lima, Ohio	2.30
Linden, Indiana	1.75
Logansport, Indiana	1.75
Louisville, Ky.	1.75
Lowellville, Ohio	2.75
Mahoningtown, Pa.	2.75
Marietta, Ohio	2.50
Marion, Indiana	1.75
Massillion, Ohio	2.50

	Cents per net ton.
Michigan City, Indiana	2.10
Middlesex, Pa.	2.75
Middleport, Ohio	2.50
Monroeville, Ohio	2.50
Muncie, Indiana	1.75
Muskegon, Mich.	2.40
Newark, Ohio	2.50
New Albany, Indiana	1.75
New Castle, Pa.	2.75
New Haven, Indiana	2.10
New Philadelphia, Ohio	2.50
Niles, Ohio	2.75
North Bend, Ohio	1.75
Parkersburg, W. Va.	3.00
Peru, Indiana	1.75
Piqua, Ohio	2.00
Pittsburg, Pa.	3.00
Pomeroy, Ohio	2.50
Port Huron, Mich.	2.40
Portsmouth, Ohio	2.50
Saginaw, Mich.	2.60
Sandusky, Ohio	2.50
Sharon, Pa.	2.75
Sharpsville, Pa.	2.75
Shenango, Pa.	2.75
Sidney, Ohio	2.00
South Bend, Indiana	2.10
Springfield, Ohio	2.15
Steubenville, Ohio	3.00
Struthers, Ohio	2.75
Terre Haute, Indiana	1.00
Toledo, Ohio	2.30
Transfer, Pa.	2.75
Troy, Ohio	2.00
Wabash, Indiana	2.10
Warren, Ohio	2.75
Wellston, Ohio	2.50
West Middlesex, Pa.	2.75
Youngstown, Ohio	2.75
Zanesville, Ohio	2.50

Rates on Grain and Grain Products, C. L., East St. Louis to Central Freight Ass'n Territory.

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n that they authorize rates on Grain and Grain Products, C. L., minimum weight as per Official Classification, from East St. Louis, Ill., to,

	Cents per 100 lbs.
Akron, Ohio	11
Bellefontaine, Ohio	10
Bay City, Mich.	13
Canal Dover, Ohio	11
Canton, Ohio	11
Circleville, Ohio	10
Cincinnati, Ohio	9
Cleveland, Ohio	11
Columbus, Ohio	10
Dayton, Ohio	10
Defiance, Ohio	10
Detroit, Mich.	10
Ft. Wayne, Ind.	10
Fostoria, Ohio	10
Girard, Ohio	13
Grand Rapids, Mich.	12
Greenville, Pa.	13
Hillsboro, Ohio	10
Indianapolis, Ind.	7
Jamestown, Pa.	13
Jeffersonville, Ind.	9
La Fayette, Ind.	7
Lancaster, Ohio	11
Louisville, Ky.	9
Madison, Ind.	9
Mahoningtown, Pa.	13
Mansfield, Ohio	11
Marietta, Ohio	11
Marion, Ind.	9
Marion, Ohio	10
Mt. Vernon, Ohio	11

	Cents per 100 lbs.
New Albany, Ind.	9
Newark, Ohio	11
New Philadelphia, Ohio	13
Niles, Ohio	13
Norwalk, Ohio	11
Piqua, Ohio	10
Port Huron, Mich.	13
Saginaw, Mich.	13
Sandusky, Ohio	11
Sharon, Pa.	13
Sharpsville, Pa.	13
Shelby, Ohio	11
Shenango, Pa.	13
Sidney, Ohio	10
Springfield, Ohio	10
Toledo, Ohio	10
Troy, Ohio	10
Terre Haute, Indiana	6
Urbana, Ohio	10
Vincennes, Ind	6
Warren, Ohio	13
Wellingtown, Ohio	11
Youngstown, Ohio	13
Zanesville, Ohio	11

Rates on Pig Iron, C. L., from East St. Louis to C. F. A. Territory.

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Association that they authorize rates on Pig Iron, C. L., minimum weight 15 gross tons, from East St. Louis to

	Per gross ton.
Adrian, Mich.	$2.10
Akron, Ohio	2.30
Alexandria, Ind	1.40
Anderson, Ind.	1.40
Ansonia, Ohio	2.10
Argos, Ind.	1.65
Ashland, Ky.	2.45

	Per Gross tons.
Athens, Ohio	2.30
Aurora, Ind.	1.60
Auburn, Ind.	2.10
Battle Creek, Mich.	2.10
Bay City, Mich.	2.35
Beaver Falls, Pa.	3.10
Bellefontain, O.	2.10
Bellevue, O.	2.20
Benton Harbor, Mich.	1.80
Bowerstown, O.	2.65
Brazil, Ind.	1.25
Buffalo, N. Y.	3.10
Butler, Ind.	2.10
Canal Dover, O.	2.30
Canton, O.	2.30
Cassopolis, Mich.	2.10
Cecil, O.	2.10
Charleston, W. Va.	3.10
Chartiers, Pa.	3.10
Charlotte, Mich.	2.10
Chillicothe, O.	1.95
Cleveland, O.	2.30
Coalton, O.	2.30
Columbus, O.	1.95
Coshocton, O.	2.30
Connersville, Ind.	1.60
Crawfordsville, Ind.	1.35
Dayton, O.	1.70
Defiance, O.	2.10
Delaware, O.	2.10
Delphi, Ind.	1.60
Denver, Ind.	1.65
Detroit, Mich.	2.10
Findlay, O.	2.10
Franklin, Ind.	1.60
Gallipolis, Ohio	2.40
Gas City, Ind.	1.40
Girard, Ohio	2.65
Girard, (Erie county), Pa.	3.10

	Per Gross tons.
Goshen, Ind.	1.65
Grand Rapids, Mich.	2.25
Greenville, (Mercer county), Pa.	2.65
Hanging Rock, O.	2.30
Hartford City, Ind.	1.80
Hubbard, O.	2.65
Huntington, Ind.	1.80
Indianapolis, Ind.	1.25
Ironton, O.	2.30
Jackson, O.	2.30
Jackson, Mich.	2.10
Jamestown, Pa.	2.65
Kalamazoo, Mich.	2.10
Kokomo, Ind.	1.40
La Fayette, Ind.	1.40
Lancaster, O.	2.30
Lansing, Mich.	2.10
La Porte, Ind.	1.65
Lawrenceburg, Ind.	1.60
Leeonia, O.	2.65
Lima, O.	2.10
Logansport, Ind.	1.40
Lowellville, O.	2.65
Madison, Ind.	1.60
Mahoningtown, Pa.	2.65
Marietta, O.	2.30
Marion (Grant County), Ind.	1.40
Marion, O.	2.10
Martinsville, Ind.	1.60
Massillon, O.	2.30
Michigan City, Ind.	1.65
Middlesex Junction, Pa.	2.65
Middleport, O.	2.40
Mishawaka, Ind.	1.65
Monroeville, Ohio	2.20
Muncie, Ind.	1.40
Muskegon, Mich.	2.25
Newark, Ohio	2.15
New Castle, Ind.	1.60
New Castle, Pa.	2.65

	Per Gross tons.
New Haven, Ind.	1.80
New Philadelphia, Ohio	2.30
Niles, Ohio	2.65
North Bend, Ohio	1.60
North Judson, Ind.	1.65
Parkersburg, W. Va.	3.10
Peru, Ind.	1.65
Pittsburg, Pa.	3.10
Piqua, O.	1.80
Pomeroy, O.	2.40
Port Huron, Mich.	2.35
Portsmouth, O.	2.30
Richmond, Ind.	1.60
Sandusky, O.	2.20
Sharon, Pa.	2.65
Sharpeville, Pa.	2.65
Shelbyville, Ind.	1.60
Shenango, Pa.	2.65
Sidney, O.	1.90
South Bend, Ind.	1.65
Springfield, O.	1.80
Struthers, O.	2.65
Steubenville, O.	3.10
Terre Haute, Ind.	1.15
Tiffin, O.	2.10
Toledo, O.	2.10
Transfer, Pa.	2.65
Troy, O.	1.80
Union City, Ind	1.70
Valparaiso, Ind.	1.65
Van Wert, O.	2.10
Vincennes, Ind	1.15
Wabash, Ind.	1.65
Warren, O.	2.65
Wellston, O.	2.30
Wheeling, W. Va.	2.10
Youngstown, O.	2.65
Zanesville, O.	2.15

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 331."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Meeting of the Freight Committee.
Held February 13th, 1900.

Representation:

B. & O. S. W. R. R.—Ed. Keane.
C. & A. R. R.————.
C., P. & St. L. R. R.—C. W. Galligan.
C., C., C. & St. L. Ry.—H. S. Bradley.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.————.
L. E. & St. L., C. R. R.————.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle, by R. M. Fraser.
T., St. L. & K. C. R. R.————.
R. M. Fraser, Chairman.

Meeting convened at 2:30 p. m.

Rates to the Virginias.

The above subject was considered at meeting 31st ult., and laid over until today and it was:

Resolved, That the matter be laid over until next meeting; the Chairman in the meantime to call the attention of the various roads to the fact that there are certain Class and Commodity rates in effect, from East St. Louis to the Virginias that are less than the authorized rates to Baltimore and ask if they are willing to withdraw these rates and maintain the authorized rates (Baltimore) as a minimum from East St. Louis to Virginia cities.

Rates From Memphis Via St. L., I. M. & S. Ry to C. F. A. Territory.

This subject was last considered at meeting 31st ult., and laid over. The Chairman stated that in accordance with the instructions contained in resolution

adopted at meeting Oct. 1st, 1899, he had secured and compiled figures desired, same being submitted today, it was

Resolved, That the Chairman be instructed to answer Mr. Lincoln's letter of August 25th, 1899, advising him that so far as he has been able to ascertain, there are no published through rates in effect from Memphis to Central Freight Ass'n. points, except on lumber, and that the through rates are made up on the lowest combination through the Ohio River Crossings, the through rates thus obtained are pro-rated via other crosisngs on percentages by the Individual Lines, it being understood, that the percentages will not apply on Lumber.

Rate on Beauxite Ore, C. L., to Detroit, Western Termini and Trunk Line Territory.

The Chairman stated that, in accordance with resolutions adopted at meeting 11th ult., he had obtained information desired, same being submitted, and after a general discussion, it was decided to withdraw the application for rates, to the Trunk Line Territory. It was, however, stated that if some reduction was not made in rates, to Western Termini Points and Detroit, this traffic would cease moving via the East St. Louis gateway, and it was

Resolved, That the Individual Roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize Proportional Rate of $3.00 per net ton on Beauxite Ore, East St. Louis, Ill., to Western Termini Points and $2.30 per net ton to Detroit, Mich., C. L., minimum weight 40,000 lbs., when coming from Arkansas.

Percentage Divisions with the Illinois Central R. R.

All members not being present, it was

Resolved, That the subject be laid over till next regular meeting.

Establishing Minimum Basing Sheet for Compiling Commodity Rates from East St. Louis to C. F. A. Territory.

The Chairman stated that at meeting of Rate Clerks, held the 6th inst., the following action was taken:

"Resolved, That we recommend to the St. Louis Eastbound Freight Committee, that they authorize that a meeting of the Rate Clerks be called to compile a general Minimum Basing Sheet to be used in all future checks of such Commodity Rates as may be proposed."

And after due consideration of the foregoing, it was

Resolved, That the Chairman call a meeting of the Rate Clerks for the purpose of compiling a Minimum Basing Sheet, from East St. Louis to various points in Central Freight Ass'n. Territory, same to be used in all future check of Commodity Rates that they proposed, from East St. Louis, Ill., to said territory.

Rates on Tents, C. L., East St. Louis to Detroit and Return.

Resolved, That this subject be laid over until the directly interested lines are present.

Proportional Rates on Sand, C. L., East St. Louis to Byesville, Marietta, Etc.

This subject was last considered at meeting 11th ult., and recommendation forwarded to the Central Freight Ass'n. (See Advice Letter E-661, 1-16-1900.)

The Chairman submitted letter from Mr. Tucker, dated 10th inst., regarding these rates, and after a general discussion and in view of the fact that the Proportional Rates desired were to apply to Sand, from Pacific, Mo., the Plant located there having recently been destroyed by fire, it was

Resolved, That the application be withdrawn and subject be laid on the table.

Prepayment of Fruit and Vegetables from Southern Points.

Letter from a member regarding the above subject was read, and it was

Resolved, That the Chairman answer member making inquiry, referring him to this Committee's Special Notice No. 813, July 3rd, 1899, and Central Freight Ass'n. Information No. 1594, which are still in effect.

Rates on Green Hides, C. L., East St. Louis to Zanesville, Ohio.

The Chairman read letter from a member regarding the establishing of a rate on Green Hides, C. L., to Zanesville, O., and it was

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Association that they authorize a rate on Green Hides, C. L., Minimum Weight as per Official Classification, East St. Louis to Zanesville, Ohio. This in view of the fact that there is now authorized a 12c rate on this traffic to Dayton.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE—ERRATUM.

Please refer to Proceedings of Meeting of the 13th inst., page 3, subject Rates on Green Hides, C. L., East St. Louis to Zanesville, O., and correct resolution to read:

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they authorize a rate of 17 cts. per 100 lbs. on Green Hides, C. L., minimum weight as per Official Class'n., East St. Louis, Ill., to Zanesville, O. This in view of the fact that there is now authorized a 12 cent rate on this traffic to Dayton.

Yours truly,

R. M. Fraser, Chairman.

Minimum Weight of Bottles, Oil Cans, Fruit Jars, Etc., Official Classification No. 20.

Letter from a shipper was submitted, the Chairman stating this matter had been considered at meeting 11th ult., and referred to the Official Class'n. Committee, and it was

Resolved, That no further action is necessary, and subject be tabled.

Advancing Rates on Barytes, C. L., East St. Louis to Western Termini Points, and Trunk Line Territory.

Letter from Chairman Tucker was read (see Circular Letter, Feb. 6th, 1900), and after due consideration, it was

Resolved, That it is the understanding of the St. Louis Lines that admitting the fact, that there has been an advance from Virginia points the rates in effect from that Territory heretofore have been on a lower basis than from East St. Louis and that the East St. Louis Lines feel that the advance in rates from Virginia Territory, simply puts them in line and no advance should be made from East St. Louis on this traffic.

Jurisdiction of This Committee on Traffic from Belleville to Louisville, Ky.

Letter was submitted from a member of this Committee relative to the Belleville Lines authorizing rate from Belleville to Louisville, etc., and after due consideration, it was

Resolved, That the Chairman be instructed to answer the inquiry to the effect that this Committee has no jurisdiction over Belleville to Louisville Rates.

Rate on Lumber from St. Louis, Proper.

All roads not being present, it was

Resolved, That the subject be laid over.

Rates on Enameling Plate and Steel Bolsters, C. L., East St. Louis to Trunk Line Territory.

The Chairman submitted correspondence, on this subject, between a member and this Office, and it was

Resolved, That in view of several lines taking independent action in publishing rate of 23c, East St. Louis to New York, usual differences to other Eastern Cities, on Enameling Plate and Steel Bolsters, C. L., that the same may be published by all lines, members of this Committee.

Rates on Broom Corn, C. L., Western Points to Eastern Cities.

The Chairman read letter from a member in which it was shown that the present rates on this traffic from East St. Louis to Eastern points were out of line, as compared with rates from Chicago, and it was

Resolved, That the individual roads, members of this Committee recommend to the Central Freight Ass'n. that they authorize Proportional Rate of 70c per 100 lbs., on Broom Corn, C. L., minimum weight 12,000 lbs., from East St. Louis to New York, usual differences to other Eastern Points, to apply on shipments from West of the Missouri River only.

Rates on Spelter, C. L., East St. Louis to New York, Philadelphia and Baltimore.

Attention was called, by one of the members, to the fact, that rates on Spelter, C. L., were in effect from La Salle and Peru, Ill., to points named on basis of 17c Chicago to New York and the following action was taken:

Whereas, The Lines from Peru and La Salle, Ill., having established rates on Spelter, C. L., to New York and other Eastern points on basis of 17 cts., Chicago to New York, it is

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight

Ass'n., that the same relative basis be established from East St. Louis, on this traffic, viz.: 19¼c to New New York; 17¼c to Philadelphia; 16¼c to Baltimore. This, however, not to change the present rates to Western Termini Points.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 332."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.
Held March 2, 1900.

Representation:

B. & O. S. W. R. R.—Ed. Keane.
C. & A. R. R.—R. D. Yoakum.
C., P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L., C. R. R.————.
L. H. & St. L. Ry.————.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.————.
T., St. L. & K. C. R. R.————.

R. M. Fraser, Chairman.

Meeting convened at 2:00 p. m.

Pro-Rating Cairo Proportional Rate on Lumber, Via East St. Louis to Western Termini Points.

The Chairman submitted correspondence, on the above subject, same having been referred to this Committee, for recommendation, at Central Freight Ass'n. Meeting Feb. 15th, 1900.

After general discussion, the following action was taken:

Whereas, The practice of pro-rating the Cairo Proportional Rate, on Lumber, via East St. Louis to Western

Termini Points, has been in effect and authorized since Jan. 1st., 1895, as per this Committee's Special Notice No. 391, Jan. 1st, 1895, and March 28th, 1895, Special Notice No. 437, Joint Committee Circulars 1609, 1700 and 1795, be it

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that Information No. 1878, Dec. 5th, 1899, be amended so as to provide for the East St. Louis pro-rating the Cairo Proportional Rate, on lumber, via East St. Louis to Western Termini of the Trunk Lines, this in line with authorities named above.

Application for Commodity Rate on Asphaltum (from Indian Territory) from East St. Louis to Eastern Points.

The Chairman read letter from a member containing above application, and it was

Resolved, That the subject be laid over, until next meeting in the meantime the Chairman to request the member making the application to explain the necessity for a Commodity Rate and to also name the basis required to move the traffic via this gateway to Eastern Points, giving facts and figures for consideration at next meeting.

Proportional Rates on Cement Plaster, C. L., East St. Louis to Central Freight Association Territory.

Letter from Mr. Tucker was submitted, requesting that the East St. Louis lines advance the rates on this traffic, to same basis as in effect on Cement. This subject was considered at meeting Jan. 31st, 1900, and Chairman Tucker advised that as this traffic originates in Texas and the Indian Territory, the Proportional Rates were necessary to move the Traffic via this gateway.

It was therefore suggested that in the opinion of this Committee, that Mr. Tucker, in presenting this matter to the Interested Lines, had possibly omitted to state,

that this traffic paid freight from Texas and the Indian Territory to East St. Louis and therefore the Proportional Rate from East St. Louis should not be considered in any manner competitive with traffic from Grand Rapids, etc., and the Chairman answer Mr. Tucker accordingly.

Percentage Division With Illinois Terminal Railroad.

Letter 16th ult., from Chairman Tucker was submitted and all members not being present, it was

Resolved, That the subject be laid over until we have a full representation.

Rates on Cotton Seed Products, Carloads.

Resolved, That subject be laid on the table.

Letter from Cincinnati Freight Committee, Regarding Issuing Passes to Transportation Companies, Etc.

Resolved, That the subject be laid on the table.

Classification of Street Cars.

The Chairman read letter from one of the St. Louis Car Co.'s, requesting that the Street Car Builders be given an opportunity to appear before this Committee and present their views on the Classification of Street Cars, and it was

Resolved, That the Chairman issue a call for a Special Meeting, at the General Freight Office of the C., C., C. & St. L. Ry., Rialto Bldg., Thursday, March 8th, 3:00 p. m., to confer with the Street Car Builders, as per their request and that the several companies be advised accordingly.

Rates on Lumber From St. Louis Proper.

All members not being present, it was

Resolved, That the subject be laid over until next regular meeting.

Rates on Corn, East St. Louis to C. F. A. Points.

The Chairman submitted letter from Central Freight Ass'n., requesting that this Committee check in rates on corn, to various points in Central Freight Ass'n. Territory, in similar manner as on other Grain and Grain Products, etc.

It was stated by one of the members that at meeting of Rate Clerks, the 6th ult., the rates were checked in to various points on Grain and Grain Products, only, it being understood that to points where rates were not named on Corn, the rates named on other Grain would apply to Corn, and it was

Resolved, That the Chairman issue Circular Letter, requesting all members to advise if their understanding is in accord with the above statement and if so, to amend Special Notice No. 966, Feb. 20th, 1900, accordingly.

Rates on Tents., C. L., East St. Louis to Detroit and Return.

Resolved, That the subject be laid over, the directly interested roads not being present.

Rates on Green Hides, C. L., East St. Louis to Zanesville, O.

The above subject was considered at meeting Feb. 13th, 1900, and recommended to Central Freight Ass'n. Application has been declined, see Central Freight Ass'n. Advice Letters E-827, Feb. 15th, and E-865, Feb. 26th, 1900.

Resolved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 333."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee. Held March 21, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C., P. & St. L. Ry.—C. W. Galligan.
C., C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—
T., H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 2:00 P. M.

Insurance Contracts with the St. Louis Cotton Compress Co. and the Peper Cotton Press.

Chairman read letter from one of the members on above su'ject, and after due consideration it was

Resolved, That the subject be laid on the table.

Classification of Earth Paint.

Chairman read correspondence on the subject, and it was

Resolved, That the Chairman endeavor to ascertain as to the competitive points from which this Commodity was shipped, rates charged, etc., with the view of having irregularities, if any, remedied through proper channels.

Rates on Cotton Seed Products.
Rates on Dressed Meats to C. F. A. Points.

The Chairman called attention to previous consid-

eration of these subjects and the present conditions and no formal action deemed necessary, the subjects were tabled.

Equalizing Rates on Bulk Meats, C. L., from Missouri River Points via East St. Louis as Against Chicago Gateway.

Chairman called attention to rates on the above mentioned traffic, stating that he had written Mr. Tucker regarding authority for equalizing rates and received reply that there would be no objection to the East St. Louis lines publishing arbitraries on this traffic, east of East St. Louis, necessary to equalize with the Chicago gateway, and it was

Resolved, That the roads individually recommend that the Chairman issue Special Notice, naming the arbitraries, east of East St. Louis, on this traffic, necessary to equalize with the Chicago gateway, effective on Legal Notice.

Application for Commodity Rate on Asphaltum (from Indian Territory) East St. Louis to Eastern Cities.

This subject was considered at meeting March 2nd, and the Chairman instructed to request further information, which was furnished, and after due consideration it was individually

Resolved, That the request for reduction in Asphaltum rates be declined.

Letter from Chairman Tucker Regarding Rates on Cement Plaster.

This subject was last considered at meeting 2nd inst., and Chairman Central Freight Ass'n. advised of the action taken. Letters 7th and 16th, file Inf. 2063, from Chairman Tucker, were read, and it was

Resolved, That the Chairman write Mr. Tucker reiterating what has been said before and say that we have

again gone over the matter thoroughly and that we do not see how we can make any change in the present basis of rates on this Indian Territory and Texas Cement Plaster.

Correct Basis for Dividing Rates on Lumber, Memphis to C. F. A. Points, Under C. F. A. Authority No. 605, April, 1897.

Chairman read letter March 5th, from G. F. A., Mo. Pac. Ry., addressed to the member of the Committee, requesting that he be furnished with basis for dividing the revenue allowed north of Cairo, on this traffic, and it was

Resolved, That this subject be laid over until next meeting and request that in the meantime A. G. F. A. Becker look into the matter, for the benefit of this Committee, and furnish us with such information as will be useful to us in determining what percentage we should grant the Missouri Pacific Ry.

Participation in the Expense for Racks on False Floors in Cars for Transportation of Vegetables from the South.

Chairman read letter on above subject and after a general discussion it was decided that this was a transportation department matter and that the communication be returned and the member submitting the letter be advised accordingly.

Rates on Tents, C. L., East St. Louis to Detroit and Return.

The Chairman read letter that was submitted by a member, in which request was made for reduced rate, and it was individually

Resolved, That the Chairman answer the applicant, that no concession can be made in the tariff rate.

Rates on Lumber from St. Louis Proper.

The Chairman stated that this subject had been

under consideration since letter Jan. 20th, was received from Chairman Central Freight Ass'n., and would be glad to have it dropped from docket, it being stated by several members that it was their understanding that this matter was disposed of at Special Meeting in Chicago 15th, it was

Resolved, That the papers be tabled.

Rates on Brick to South Bend, Indiana.

Chairman read letter calling attention to rates from East St. Louis being out of line with rates from other points to South Bend and also for similar distances from East St. Louis, and it was

Resolved, That the Rate Clerks be called together for check of Brick Rates, from East St. Louis to C. F. A. territory, it being understood that G. F. A. Taylor will decide as to what rate he will hold to South Bend and then other rates will be lined up accordingly.

Joint Meeting Chicago, Peoria and St. Louis Committees, to Check Lumber Rates to C. F. A. Territory (See C. F. A. Inf. 2130, March 19th), Also to Consider Rates on Lumber from Pacific Coast Points.

Chairman read letter from J. F. Woffindin, dated March 20th, regarding above subject, and after a general discussion it was

Resolved, That the Chairman write Mr. J. F. Woffindin, Chairman Chicago Committee, telling him that it will be agreeable to this Committee to meet in this Office, Monday afternoon (26th), at 1:30 p. m.

Note.—Letter written this date (21st) to Chairman Chicago Committee and all members are hereby requested to be present.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit, Fraser No. 334."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held April 18th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. R. R.—C. W. Galligan.
C. C. C. & St. L. Ry.—H. S. Bradley.
Ill Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay, by R. M. Fraser.
L. E. & St. L. C. R. R.—C. D. Morris.
T., H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 2:00 p. m.

Modification in Classification of Street Cars.

The Chairman submitted Joint Letter from the St. Louis Street Car Builders on this subject (See Circular Letter, April 7th, 1900.)

After due consideration of the argument presented, it was the opinion of the members that as the Street Car people had not submitted proposition as to what changes were necessary to put them on an equitable basis, as provided at meeting March 8th, the Chairman was requested to take the matter up further with the Street Car representatives and request letter stating just what changes they desired in the present Classification, so that subject may be fully considered at next regular meeting of this Committee.

Rates on Lead Ore, C. L., East St. Louis to Trunk Line Territory.

Whereas, the rates on Pig Lead and Spelter, C. L., to Trunk Line Territory is authorized on basis of 17½

cents per 100 lbs., Chicago to New York, be it therefore

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they authorize rates on Lead Ore, C. L., from East St. Louis to points east of the Western Termini of the Trunk Lines on basis of 17½c per 100 lbs., Chicago to New York, usual differences to other Eastern Points, effective on Legal Notice.

Rate on Brick, C. L., East St. Louis to South Bend, Ind.

This subject was considered at meeting the 21st ult., and referred to the Rate Clerks. The meeting of the Rate Clerks held March 30th, resulted in no check owing to other reductions demanded if rate was reduced to South Bend, etc. The member making application for Rate to South Bend withdrew same in preference to causing a general reduction to other points, and it was

Resolved, That the subject be laid on the table.

Percentage Divisions with Illinois Terminal Railroad.

This subject was last considered at meeting March 2nd, and laid over. The Chairman stated that he had since received letter from Chairman Tucker, which was submitted and after a general discussion, it was

Resolved, That it is the sense of this Committee that the lines connecting with the Illinois Terminal Railroad at Edwardsville Crossing and Edwardsville Junction be authorized to apply the same divisions on traffic to Trunk Line, Western Termini Points and Central Freight Ass'n. Territories as provided for in Special Notice No. 446.

Percentage Divisions Authorized by This Committee's Special Notice No. 446.

Letter from Chairman Tucker, Feb. 16th, 1900, was read, in which he states that the Percentage Divisions established by this Committee's Special Notice No. 446, was considered by the Central Freight Ass'n. Feb. 15th,

1900, and it was recommended that the divisions in said Special Notice should be reconstructed, etc.

And after due consideration it was

Resolved, That the Chairman write Mr. Tucker, stating that the St. Louis Committee did not deem this an opportune time to change these divisions.

Correct Basis for Dividing Rates on Lumber, Memphis to C. F. A. Points Under C. F. A. Authority No. 605, April, 1897.

The above subject was considered at meeting 21st ult., and laid over pending information to be obtained by A. G. F. A. Becker. At meeting today Mr. Becker stated that he was advised by G. F. A. Bowes that the rates as at present on Lumber from Memphis to C. F. A. points are divided on basis of regular agreed percents.

And after a general discussion of the subject, it was

Resolved, That the subject be laid over until next regular meeting.

Rates on Dressed Meats, C. L., from East St. Louis to Chillicothe and Columbus, Ohio.

Letters from the Central Freight Association and the Chicago Freight Committee were submitted requesting that the rate on Dressed Meats, C. L., from East St. Louis to Chillicothe and Columbus, O., be advanced from 25 cts. to 27 cts. per 100 lbs., and it was

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they authorize rate of 27 cts. per 100 lbs. on Dressed Meats, C. L., minimum weight 20,000 lbs., from East St. Louis, Ill., to Chillicothe and Columbus, O., effective on legal notice and that Information No. 2059, Amendment No. 3 to Information No. 1860 be corrected accordingly.

Request of the M., K. & T Ry. for Reduction in Rate on Lumber from East St. Louis.

The Chairman submitted letter on this subject and

it was the opinion of all members that with the information given they could not recommend any changes in the present rates on this traffic and that the Chairman answer the letter accordingly.

Rates on Asphaltum, C. L., from East St. Louis to Trunk Line Territory.

The Chairman submitted correspondence from shipper to various members of this Committee, for a reduction in rates on Asphaltum, C. L., East St. Louis to Trunk Line Territory, and it was

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they authorize a Commodity Rate on Asphaltum, C. L., Minimum weight 40,000 lbs., from East St. Louis, Ill., to points east of the Wetern Termini of the Trunk Lines, on basis of 20 cts., Chicago to New York, usual differences to other Western points, effective on legal notice.

Application for Change in the Classification of Earth Paint.

The Chairman stated that in accord with the resolution adopted at meeting 21st ult., he had ascertained the different points from which shipments are made and on taking the subject up with the representatives of Railroads at said points they advised that the rates on Earth Paint from their territory was as provided for in Official Class'n. etc., and it was

Resolved, That in view of rates on Earth Paint from other points being made on the authorized class basis, same as from East St. Louis, this Committee cannot consistently recommend any reductions from East St. Louis and the Chairman advise the applicant accordingly.

Insurance Contracts With the American Cotton Company.

Letter from one of the members, regarding contract

submitted by the American Cotton Co. was read and after some discussion on the subject it developed, that one of the roads had an individual contract with the American Cotton Co., in which said Cotton Co. guaranteed to protect the Railroad against loss by fire, etc., until the Cotton, upon which Bill of Lading had been rendered, reached that Road's Cars, etc., and it was

Resolved, That the Chairman issue Circular of Information to the members of this Committee to the effect that the members of this Association are authorized to enter into a contract with the American Cotton Co., for the acceptance of their shipments of Cotton and issuing therefor a Bill of Lading before the Cotton is in possession of the carrier or its connections, covering cotton of the American Cotton Co. in store at East St. Louis, on the proper surrender of Cotton Notes or Warehouse receipts, it being distinctly understood that any such contracts shall not cover shipments of cotton other than coming from Warehouses at East St. Louis.

Through Rail and Ocean Rates on Dried Fruit, North Pacific Coast Points, Via East St. Louis to European Ports.

This subject was last considered at meeting Jan. 11th, 1900, and laid over pending action of the C. F. A. The Chairman submitted Joint Letter April 14th, file 6067, from Mr. Tucker, which contained the recommendation adopted by the Central Freight Ass'n. at their meeting the 12th inst., as follows:

Recommended, That on Export Pacific Coast Freight routed via Atlantic Ports, the lines should be allowed the full proportions of tariff rates applying to Atlantic Seaboard points, proper.

And it was

Resolved, That the Chairman issue Circular Letter embodying Chairman Tucker's letter 14th inst., subject to be further considered at next regular meeting.

Rates on Lumber, C. L., from Pacific Coast Points Via East St. Louis to Points in C. F. A. Territory.

Correspondence between this office and the Central Freight Ass'n. was submitted, regarding rates applicable on Pacific Coast Lumber, C. L., from East St. Louis to points in C. F. A., which was considered at conference meeting of Chicago, Peoria & St. Louis Committees as shown in proceedings of meetings March 26th, issued by J. F. Woffindin, Chairman and C. F. A. Information No. 2154, April 2d, 1900.

And after further discussion, it was

Resolved, That it is the sense of this Committee that their tariff showing rates on Lumber from East St. Louis be amended if necessary so that it will be understood that the proper rates to apply on Lumber and articles taking Lumber Rates, originating at Pacific Coast Points, be the 6th class rate from East St. Louis.

Note.—One of the members voted in the negative, it being his understanding that at meeting of Chicago, Peoria and St. Louis Committee held in St. Louis on March 26th, it was stated that the lines leading from East St. Louis could not, in any case, charge higher than the Commodity Lumber Rates, which are applied locally from that point, further that the proceedings of the meeting referred to, provide "that Chicago, Peoria and St. Louis Lines be authorized to reduce their local rates to points in Central Freight Ass'n. Territory to the extent requisite to equalize the rates from Pacific Coast Points to Chicago, Peoria or East St. Louis, thus establishing the same through rates from Pacific Coast points to destination via any of the three gateways named.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 335."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.
Held May 3rd, 1900.

Representation:

B. & O. S. W. R. R.—J. Dougall.
C. & A. R. R.————.
C., P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay, by R. M. Fraser.
L. E. & St. L. C. R. R.————.
T. H. & I. R. R.————.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 2:00 p. m.

Modification in Classification of Street Cars.

This subject was last considered at meeting 18th ult., and laid over pending further information to be secured by the Chairman.

The Chairman submitted further correspondence and after due consideration, it was

Resolved, That the Chairman be authorized to advise the Street Car Manufacturers that until facts are furnished that will tend to satisfy the Classification Committee that there exists a discrimination as between the Eastern and Western manufacturers of Street Cars, under the operation of the present classification, that we cannot properly present the matter to the Classification Committee.

Correct Basis for Dividing Rates on Lumber, Memphis to C. F. A. Points Via St. L., I. M. & So. Ry.

This subject was considered at meeting 18th ult., and laid over.

After a general discussion today, it was decided that the Chairman confer with the St. Louis, Iron Mountain & Southern Ry., reporting result later.

Through Rates on Dried Fruit, North Pacific Coast Points Via East St. Louis and Atlantic Ports to European Ports.

This subject was considered at meeting 18th ult., and the Chairman instructed to send the members a copy of the letter embodying the action of the Central Freight Ass'n., taken at their meeting April 12th, 1900, subject being further considered today, it was

Resolved, That on Export Pacific Coast freight, routed via East St. Louis and Atlantic Ports, the lines east of East St. Louis be allowed their full proportion of tariff rates, applying to the Atlantic Seaboard points proper.

Establishing Minimum Basing Sheet for Compiling Commodity Rate East St. Louis to C. F. A. Territory.

The Chairman stated that in accordance with resolution adopted at meeting Feb. 13th, 1900, he issued call for meeting of Rate Clerks 19th ult., and that at said meeting representative of one of the roads stated that their road had decided that they could not be a party to the check, etc., and meeting adjourned referring subject back to the Freight Committee for further instructions.

At meeting today, it was

Resolved, That the subject be laid over, in the meantime, the Chairman to take the subject up with road referred to and ascertain just what objections they have to being a party to the check, subject to be further considered at next meeting.

Rates on Lumber from East St. Louis, When From Points on the St. L., I. M. & So. Ry., to Points in C. F. A. Territory.

The Chairman submitted letter from G. F. A. Mo.

Pac. Ry., in which request was made, that the East St. Louis lines reduce their rate, on Lumber from Arkansas, etc., via St. L., I. M. & So. Ry., from East St. Louis 3 cts. per 100 lbs., less than the authorized rates from Cairo.

And after a general discussion, it was

Resolved, That it is the sense of the roads, members of the St. Louis Eastbound Freight Committee, that the Rates on Lumber, from Cairo and East St. Louis to Central Freight Ass'n. Territory, under the present adjustment, are equitable and no change can be made therein and the Chairman reply accordingly.

Manipulating Rates on Lumber from Arkansas Points Via East St. Louis to Trunk Line Territory.

Correspondence between Chairman Tucker and this office was submitted and it was

Resolved, That the Chairman reply to Mr. Tucker to the effect that if Mr. Rainer will produce any evidence in the shape of waybill reference, on any lumber or on any other articles of traffic, that he has any reason to believe is being manipulated the St. Louis Eastbound Freight Committee will be very glad to investigate and assist him in every way possible to do away with such practices.

Billing of Miscellaneous Freight at Carload Rates, Contrary to Rule 10, A. and Note.

Letter from Chief Inspector Rainer was submitted regarding this subject.

The representative of the road referred to stated that he had this matter up direct with Mr. Rainer and advised him, that his Inspectors could examine the shipments and correct any irregularities that may be found in the description of the property, but he did not propose that the Inspectors should determine whether or not the freight belonged to the consignor or consignee.

There being no action proposed, the subject was tabled.

Divisions on Shipments of Provisions from the West via East St. Louis and Peoria to Eastern Points

Letter from Chief Inspector Rainer regarding this subject was submitted in which he called attention to the percentage divisions allowed from East to Peoria on this traffic, etc.

The representative of the road referred to being present, stated that the through rate had not been affected in any way, it being simply a matter of divisions;

And it was,

Resolved, That the Chairman write Mr. Rainer that the subject was considered by this Committee and in their opinion they had no jurisdiction over the matter, it being a subject for the Peoria Committe, if any Committee, or an individual matter between the line East St. Louis to Peoria and their Eastern Connections.

Information Requested by the Mutual Mercantile Agency.

The Chairman stated that he had received a letter from the above referred to agency requesting to be furnished with tariffs, etc., issued by this office. It was stated by some of the members that they had furnished the Mutual Mercantile Agency with their individual issues, and it was

Resolved, That the Chairman be authorized to furnish the Mutual Mercantile Agency with any information that he thinks proper or that is furnished to the public in general.

Letter Regarding Tonnage Statements to be Issued by this Office from May 1st, 1900.

Letter on this subject was submitted in which it was suggested that in compiling the Statements after May 1st, the total at foot of each report, show the tonnage for the month and for the periods from May 1st, and from Jan. 1st, and it was

Resolved, That the tonnage statements, showing tonnage by classes, etc., after the month of May, show the total tonnage of the current month and the period from May 1st, and Jan. 1st, to the current month separately.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 336."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held at Gen'l Freight Office C. C. C. & St. L. Ry., Monday, May 13th, 1900.

Representation:

B. & O. S. W. R. R.—J. Dougall.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L Ry.—C. W. Galligan.
C. & A. R. R.—G. B. Birch.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
L. E. & St. L. C. B. E.—
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—

R. M. Fraser, Chairman.

The meeting was called by telephone for 2:30 p. m., at the request of A. G. F. A. Holliday for conference regarding the rate situation which was informally discussed.

As all of the members were not present, it was

Resolved, That the Chairman confer with the Traffic Officer of the roads not represented, with the view of arranging for conference meetings to consider the rate situation and to take such action as the circumstances warrant to secure maintenance of the established rates. The next meeting to be on Friday, 18th inst., 2:30 p. m. at the Gen'l Freight Office of the C. C.

C. & St. L. Ry. and thereafter until changed on Tuesday and Friday of each week.

The Chairman had a personal interview with Gen'l Agt. Lindsay and G. F. A. Campbell on the 13th, explaining the object of the meetings and received their assurance that they would attend same or would be authoritatively represented.

The Chairman also wrote 16th inst. to A. G. F. A. Coyle and received verbal reply by messenger that he would attend meeting 18th.

R. M. Fraser, Chairman.

St. Louis, Mo., May 16, 1900.

"Complainant's Exhibit Fraser No. 337."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held at Gen'l Freight Office, C. C. C. & St. L. Ry., Friday, May 18th, 1900.

Representation:

B. & O. S. W. R. R.—J. Dougall.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—C. W. Galligan.
C. & A. R. R.—R. D. Yoakum.
Ill. Cent.—Geo. W. Becker, B. J Rowe
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—C. A. Bradley.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

Meeting was called as instructed at meeting 13th for conference to consider the rate situation. After waiting until 4 p. m. and all members not being present, it was

Resolved, That the object of these meetings being for conference regarding the rate situation, they should

be attended by the highest resident Freight Traffic Officer of each of the roads.

Some of the members expressed the opinion that it would be more convenient for the Traffic Officers to attend the Special Meetings at 11:00 a. m., the roll being called on the proposition, it was decided that the Chairman issue call for future meetings at Gen'l Freight Office C. C. C. & St. L. Ry. on Tuesday and Friday of each week at 11:00 a. m.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 338."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held at Gen'l Freight Office C. C. C. & St. L. Ry., Tuesday, May 22nd, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
C. & A. R. R.—R. D. Yoakum.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—S. B. Knight.

W. D. Holliday, Chairman.

The gentlemen named as above stated that they would endeavor to attend future conference meetings, but should they be unable to do so, they would be authoritatively represented as follows:

E. S. Orr, by E. Keane.
W. M. Bushnell, by C. W. Galligan.
R. D. Yoakum, by G. B. Birch.

G. W. Becker, by B. J. Rowe.
R. A. Campbell, by K. B. Hannigan.
N. W. Taylor, by G L. Stevens.
S. B. Knight, by P. W. Coyle.

After a general discussion as to the condition of affairs it was suggested that each representative state his views on the subject of adhering strictly to the Tariff rates on Domestic traffic, both all Rail and Rail, Lake and Rail, also the Indian Tariff rates on Export shipments.

The result being that each representative individually announce that nothing less than tariff rates would be quoted or accepted from this date.

If, however, the conditions beyond their control necessitated a change due notice would be given.

Meeting adjourned on Friday 25th inst., 11:00 a. m.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 339."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee. Held in Gen'l. Freight Office C., C., C. & St. L. Ry.

Friday, May 25th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C., C., C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
C. & A. R. R.—G. B. Birch.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—E. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
T., St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.————.

W. N. Taylor, Chairman.

An expression of opinion of each representative as to the rate situation was called for and in connection therewith the members individually announced that Tariff rates would be adhered to by them not only on traffic originating at St. Louis or East St. Louis, but when from Mo. River, etc., so far as they were able to control it.

Meeting adjourned on Tuesday, 29th inst., 11:00 a. m.

R. M. Fraser, Secretary.

File No. 4032.

"Complainant's Exhibit Fraser No. 340."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, held in Gen'l. Freight Office C., C., C. & St. L. Ry.

Tuesday, May 29th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—G. B. Birch.
C., P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
T., St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

R. A. Campbell, Chairman.

Each representative was asked his opinion as to the rate situation from St. Louis and Missouri River, Domestic and Export. All parties did not agree that tariff rates were being maintained or that the Missouri River rates could be controlled by this Committee, but no definite action taken.

Letter 28th, file 6756, from Chairman Tucker, regarding rates on Lumber from St. Louis was read and the

Sec'y. instructed to write Mr. Tucker for specific information.

There was some discussion regarding request of M., K. &. T. and St. L. & S. F. roads, that the East St. Louis roads accept same divisions on Lumber from them, as when from Mo. Pac.-St. L., I. M. & S. Ry. Nothing definite decided upon.

Attention was called to statement in Globe-Democrat 29th regarding Vegetable and Fruit traffic, as follows:

"The fact that the railroads have permitted through rates to prevail just the same as though the cars were shipped direct from the loading station has facilitated matters to such an extent that the Southerner has begun to see the importance of the improvement."

Also the rates or divisions that were being accepted from E. St. Louis on Fruit. It was understood that the three subjects mentioned will be considered at the regular meeting.

As some of the members expected to leave the city and could not attend a meeting Friday, 31st, it was decided that the next special meeting should be called for 11:00 a. m., Tuesday, June 5th, at the Committee Rooms, Union Station, and that the subjects on the regular meeting docket will be considered at the same time.

There being no further business, the meeting adjourned to Tuesday, June 5th, 11:00 a. m. at Union Station.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 341."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting, of the Freight Committee, Held June 5th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.

C. & A. R. R.— ———.
C., P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.— ———.
L. E. & St. L., C. R. R.— ———.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.—W. J. Scott.

R. M. Fraser, Chairman.

Meeting convened at 11:30 a. m.

Rates on Peaches from Texas Points, East St. Louis to Trunk Line Territory.

Chairman submitted letter from a member requesting 5th class rate on Peaches, C. P., minimum 24,000 lbs., from Texas Points, East St. Louis to Trunk Line Territory, this being the rate at present in effect to all points in Central Freight Ass'n. Territory, authorized in information No. 1906, it being stated this basis was necessary in order to move the traffic and further in view of the Texas peaches being an early crop same would be practically out of the way before the Eastern Product (Delaware, Jersey, etc.), would be in the market, and it was

Resolved, That the interested roads, members of this Committee, individually recommend to the Central Freight Ass'n. that Proportional Rate be authorized on Peaches, 4th class, C. L., minimum weight 24,000 lbs., from East St. Louis when from Texas points only, to Trunk Line Territory, effective on Legal Notice and to expire August 15th, 1900, this being the same rate as at present in effect to Western Termini Points.

Apportional Rates on Beauxite Ore, Carloads.

Whereas, The present rate on Beauxite Ore, C. L., from Memphis, as per Central Freight Association Information No. 2251 and 367, series A, authorizes rates per gross ton, be it

Resolved, That the interested roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they reissue Information No. 2096, authorizing rates on this Traffic, from East St. Louis, per gross ton instead of per net ton, effective on Legal Notice.

Proportional Rate on Cattle, East St. Louis to Indianapolis.

Letter from a member regarding above subject was submitted in which it was stated, that the present rate on Cattle from East St. Louis to Chicago is 11¼ cts. per 100 lbs., and that this rate is forcing Cattle to the Chicago market to the detriment of Indianapolis the present rate to Indianapolis being 13½ cts., and it was

Resolved, That the interested roads, members of this Committee, individually recommend to the Central Freight Association that they authorize Proportional Rate of 11¼ cts. per 100 lbs. on Cattle, C. L., minimum weight 20,000 lbs., when from the west, East St. Louis to Indianapolis, effective on Legal Notice.

Rate on Lumber from Pacific Coast, East St. Louis to Central Freight Association Territory.

Chairman called attention to joint meeting Chicago, Peoria and St. Louis Committees, May 16th, 1900, regarding rates on Lumber from Pacific Coast Points and Central Freight Ass'n. Information No. 2265, May 23rd, 1900, authorizing rates on this traffic via the different gateways, also this Committee's Joint Proportional Tariff No. 110, Note 2, on title page, which is not in accord with Information No. 2265, and it was

Resolved, That the Chairman be instructed to issue an Amendment to Joint Tariff No. 110, rates on Lumber from East St. Louis to Central Freight Ass'n. Points in line with Central Freight Ass'n. Information No. 2265, May 23rd, 1900, effective on Legal notice.

Reduction in Classification on Photographers' Dry Plate, Carloads.

Letter from a member submitting request for reduction in Classification on this traffic to 4th class was considered and the following adopted:

Resolved, That the subject be laid over until next meeting pending further information to be obtained by the Chairman.

Authority of this Committee Relative to Car Service Rules.

Letter of a member was read regarding this subject and it was

Resolved, That it is the opinion of the members that, in this instance, the Committee had no jurisdiction over the matter and the subject be tabled.

Reduction in Carload Minimum Weight on Seed 24,000 Pounds.

Letter from G. F. A. Lincoln of the Mo. Pac. Ry. with letter from Western Shippers, regarding reduction in Minimum Weight on Seed from 30,000 lbs. to 24,000 lbs. was considered, and it was

Resolved, That the subject be referred to the Official Class'n. Committee, without recommendation of this Committee for their consideration and action.

Rates on Plain and Dressed Lumber, C. L., From East St. Louis to Western Termini Points and Trunk Line Territory.

Letter June 1st, from Chairman Tucker was submitted and after due consideration, it was

Resolved, That in view of Mr. Tucker not having furnished information requested, subject be laid on the table.

On What Commodities Are Divisions in Special Notice No. 437 Applicable.

Letter from a member was read, in which he requested

to be advised just what Commodities are excepted by Foot Note on Special Notice No. 437, in other words, what Particular Commodities are there that these Divisions do not apply on, and the following action was taken.

Whereas, Joint Committee Circular No. 1609, which established the divisions named in 437 and authorizes the application of same on all traffic except Pig Iron and Commodities upon which it has been agreed shall not be prorated through East St. Louis, it was

Resolved, That it is the understanding of the members of this Committee, that the Divisions authorized in Joint Committee Circulars No. 1609, 1700, 1795 and this Committee's Special Notices No. 391 and 437 are applicable on all traffic from the south, routed via Cairo and East St. Louis, except Pig Iron.

Divisions on Strawberries from the South Via Cairo and East St. Louis to Buffalo.

Correspondence between this office and one of the members was submitted, Chairman stating that he had not received reply to his last inquiry, although he had made second request, and it was

Resolved, That the subject be laid over until next meeting, pending reply to the Chairman's letter.

Letters from Chief Inspector Rainer, Regarding Irregularities in Billing.

The correspondence was read and the Chairman instructed to refer same to the interested roads for their replies which are to be communicated to Chief Inspector Rainer, or the subjects are to be further considered at next meeting, as circumstances warrant.

Billing Miscellaneous Freight at Carload Rates.

This subject was considered at meeting 3rd ult., and tabled. The Chairman stated that he had received letter from Mr. Tucker, dated May 10, regarding this matter, and it was

Resolved, That the Chairman send a copy of Mr. Tucker's Letter to the road referred to, requesting information as to the reply that shall be given Chairman Tucker.

Routing of Freight by the War Department, U. S. A., Via Various Routes to be Settled for on Short Line Distance.

Resolved, That the subject be laid over pending action of the Central Freight Ass'n.

Minimum Basing Sheet for Compiling Commodity Rates to C. F. A. Territory.

The Chairman stated that in accordance with the resolution adopted at meeting 3rd ult., he had taken the matter up with the Wabash by letter and received reply to the effect that the Wabash R. R. declined to become a party to this sheet, and it was

Resolved, That the subject be laid on the table.

Equipment of Vegetable Cars With Racks.

Letter from a member was read, requesting the Chairman to ascertain in what manner the different roads were participating in the expense of these racks, and it was

Resolved, That the Chairman issue Circular Letter requesting the roads to advise their practice in handling this expense, the information to be obtained to be submitted by Circular Letter to all members.

Guarantee of Advance Charges on Perishable Freight From Connecting Lines.

The following letter was submitted:

"Will you kindly docket for your next meeting the question of guaranteeing freight charges on shipments of perishable freight made to St. Louis parties when delivered to Eastern Lines for re-consignments."

And it was

Resolved, That in the sense of the Committee that this is a matter for individual action.

Request for a Commodity Rate on Sheep Manure, C. L., East St. Louis to Trunk Line Territory.

Application for Commodity rate was presented at meeting, and it was

Resolved, That interested roads, members of this Committee, individually recommend to the Central Freight Ass'n that effective on Legal Notice, they authorize Commodity Rate on Sheep Manure, C. L., minimum weight 40,000 lbs., on basis of 23 cents per 100 lbs., East St. Louis to New York, usual differences to other Eastern Points.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 342."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Freight Office C. C. C. & St. L. Ry., Tuesday, June 19, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry—W. C. Lindsay.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

Ed. S. Orr, Chairman.

Each representative was asked for his opinion as to the rate situation from St. Louis on traffic to C. F. A. and Trunk Line Territory both Domestic and Ex-

port. After a very general interchange as to the actual condition of affairs and what could be done to remedy the situation the following resolution was adopted and signed by the representatives named above also by Mr. John Fitzgerald, Supt. L. & N. R. R.:

Resolved, That we each hereby agree for the line we represent to absolutely maintain all authorized published tariff rates on all freight originating at East St. Louis or St. Louis and all business delivered to us by connecting lines at St. Louis or East St. Louis, originating beyond. This is to apply to all export or domestic traffic as well as business to C. F. A. Territory.

Futher, It is understood that all representatives of initial lines voting for this resolution must absolutely control the East Freight Line Agents operating over their roads; not permitting any Fast Freight Line Manager or Agent to deviate from this agreement as to rates.

Some of the representatives stated that they would report at once to the proper officer of their company the action taken and if it was found impracticable to adhere to the agreement, notice to that effect would be given at once to all parties interested.

In the absence of notice to the contrary it is the understanding of all parties that the agreement will be maintained.

There being no further business the meeting adjourned.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No.343."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held June 22nd, 1900.

Representation:

B. & O. S. W. R. R.—Ed. Keane.

C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

The Chairman submitted correspondence on subject of through rates and divisions on Lumber and Articles taking Lumber rates, delivered at East St. Louis by the M. K. & T. and the St. L. & S. F. Railroads and after due consideration the following resolution was adopted unanimously:

Whereas, The M. K. & T. and St. L. & S. F. Ry. are handling Lumber shipments from points in Louisiana and Texas to Western Termini Points and Trunk Line Territory, and,

Whereas, These Lumber shipments originate at points in Louisiana and Texas, from which through rates are established by the St. L. I. M. & So., Mo. & O.; and St. L. S. W. Railroads, based on certain proportional rates from East St. Louis, and,

Whereas, The M. K. & T. and St. L. & S. F. must accept the business at the established through rates and in consequence they should be given the same proportional rates from East St. Louis as are now given to the roads having direct rails and who fix the through rate, therefore, be it,

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that the lines leading easterly from East St. Louis, Ill., and their connections be authorized to protect the same proportional rates from East St. Louis, on Lum-

ber and articles taking Lumber rates, when received from the Missouri, Kansas & Texas Ry. and the St. L. & S. F. Ry. at East St. Louis and destined to the Western Termini of the Trunk Lines or points east thereof, as are applicable on like traffic from the same points of origin to the same destination, when reaching East St. Louis via St. L. I. M. & So.-St. L. S. W. & M. & O. or Ill. Cent. Railroads.

The Proportional Rates from East St. Louis to Western Termini and Trunk Lines is a pro-rate via East St. Louis of the Proportional rate from Cairo, Ill., as authorized in Joint Committee Circular 1609 and J. T. A. Freight Circular No. 1007.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 344."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Freight Office C. C. C. & St. L. Ry., Friday, June 22nd, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

R. D. Yoakum, Chairman.

Each representative was asked his opinion as to the rate situation from St. Louis on traffic to C. F. A. and Trunk Line Territory, both Domestic and Export. After a very general interchange of views as to the

actual condition of affairs, it was the opinion of the members that the rate situation was very much improved, in fact was quite satisfactory and the condition of affairs would, no doubt, be still further improved on the completion of certain contracts which would probably be out of the way by the end of this month.

A letter was read from one of the members regarding rates and divisions on Lumber from M. K. & T. and St. L. & S. F. Railroads and after consideration the subject was referred to Mr. W. J. Scott to prepare the necessary resolution, etc., to be submitted to Chairman Tucker for a vote of the Central Freight and Trunk Line Ass'ns.

(The paper referred to is shown as the regular proceedings of this date, and sent with letter to Mr. J. F. Tucker.)

It was decided to continue the Special Meetings on Tuesdays and Fridays of each week, with the understanding that all members would be present promptly at the hour named (11:00 a. m.)

There being no further business, the meeting adjourned until Tuesday 26th inst.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 345."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Freight Office C. C. C. & St. L. Ry., Tuesday, June 26, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. R. R.—C. W. Galligan.
Ill. Cent. R. R.—Geo W. Becker
L. H. & St. L. R. R.—W. C. Lindsay.

L. E. & St. L. C. R. R.—E. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

The statement made by each representative as to the rate situation, etc., was in substance the same as at meeting 22nd inst., all contracts not being completed and probably would not be until the end of the month.

The subject of rates on cotton and the action necessary to maintain the tariff for the coming season was fully discussed. Messrs. Coyle, Scott and Keane were appointed a Committee to prepare a resolution, etc., for consideration at next meeting.

It was decided that the next special meeting should be called for 10:00 a. m., Friday, June 29th, at the Committee Rooms, Union Station and that the subjects on the regular meeting docket will be considered at the same time.

R. M. Fraser, Secretary.

Adjourned.

"Complainant's Exhibit Fraser No. 346."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held June 29th, 1900.

Representation:

B. & O. S. W. R. R.—Ed Keane.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.—
L. H. & St. L. Ry.—W. C. Lindsey, by R. M. Fraser.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—W. J. Scott.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Insurance Contracts on Cotton With the St. Louis Cotton Compress Company.

The Chairman called attention to the fact that the present contract with the St. Louis Cotton Compress Co. will expire Sept. 30th, 1900, and asked for instructions regarding renewal.

After a general discussion, it was

Resolved, That the Chairman prepare and send to the St. Louis representative of each road, member of this Committee, two copies of the contract, that is in effect and which expires Sept. 30th, 1900, for their consideration and action at later date.

Rates on Pig Lead, Etc., C. L., from East St. Louis and Beyond to Trunk Line Territory.

Correspondence regarding the above subject, from Chairman Tucker was submitted and after due consideration, it was

Resolved, That the subject be laid on the table.

Absorption of Switching to and from Industries in St. Louis Located on the Wabash Railroad.

Letter from Chairman Tucker was read regarding the above subject, and it was

Resolved, That, as the individual roads, members of this Committee, thoroughly understand the situation and it being purely a local matter, which the St. Louis Eastbound Freight Committee is capable of taking care of, no further action is necessary and the Chairman advise Mr. Tucker to that effect.

Allowance to the Illinois Terminal and Other Short Mileage Roads on Traffic to and From Points in C. F. A. Territory.

Letter from Chairman was read which contained recommendation, adopted by Central Freight Ass'n. at their meeting 14th inst.

And after a careful consideration of the matter today, it was

Resolved, That Chairman Tucker be advised that this subject has been reconsidered and it is the unanimous desire of this Committee that the resolution adopted at meeting of April 18th, and submitted to him in letter of April 20th, be submitted by letter vote to the members of the Central Freight Ass'n as the St. Louis Eastbound Freight Committee consider, that they are unable to accomplish the result suggested in Mr. Tucker's letter of June 16th, to establish a per car basis in lieu of the authority contained in Special Notice No. 446, but that the members of the St. Louis Eastbound Freight Committee are willing to co-operate in the general movement to put all similar roads in Illinois and Central Freight Association Territory on a per car basis, but until this action is taken and a general revision made throughout the territory, the percents should be established as asked for.

Application to Establish Same Divisions on Cotton from Natchez, Miss., via St. L. I. M. & So. Ry. and East St. Louis as at Present in Effect from Helena, Arkansas.

Letter from a member on the above proposition was submitted and after due consideration, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize effective on Legal Notice, the same divisions on Cotton forwarded from Natchez, Miss., via St. L. I. M. & So. Ry., East St. Louis and Cairo as are at present in effect on shipments from Helena, Ark., as per C. F. A. Information No. 312, series "A," page 6, rule No. 7.

Rates on Grain and Grain Products, C. L., East St. Louis to Elkhart, Goshen, La Porte, Mishawaka and South Bend, Ind.

Resolved, That this subject be laid over until next regular meeting.

Application for Rate of 15 Cents per 100 Lbs. on Barytes, C. L., from East St. Louis to Toronto, Ontario.

Resolved, That this subject be laid over until next regular meeting.

Application for the Western Roads for the East St. Louis Lines to Accept East of East St. Louis, same Revenue on Hides, Dry, Goat and Sheep Pelts, Loose or in Bales, C. L., from Phoenix, Ariz., as They at Present Receive on Like Traffic from Los Angeles.

After due consideration of the above application, it was

Resolved, That it is the opinion of the individual roads, members of this Committee, that as Central Freight Ass'n Information No. 2326, effective June 25th, 1900, authorizes that the Lines east of East St. Louis accept the same revenue on shipments from Phoenix, Arizona, etc., as they are allowed on traffic from Pacific Coast Trans-Continental points (Los Angeles, etc.) It is therefore the opinion of the members of this committee that no further legislation is necessary and Western Roads be advised accordingly.

Application for Reduced Rate on Sand, C. L., from East St. Louis and Alton to Bellaire, Ohio.

Letter from a member with application of a shipper was submitted and after due consideration, it was

Resolved, That the subject be referred to B. & O. S. W. R. R. for their recommendation. The Chairman on receipt of reply to either submit proposition to Central Freight Ass'n or hold for next meeting of this Committee.

Letter Regarding Issuing Clear Bills of Lading on Lumber for Export in Connection with Certificates and Seal of National Lumber Association.

Resolved, That this subject be laid over until next regular meeting.

Request for Reduction in Rates on Photographer's Dry Plate, East St. Louis to Eastern Points.

This subject was considered at meeting 5th inst., and laid over pending further information to be secured by the Chairman. The information being submitted, it was

Resolved, That the application be forwarded to the Official Class'n Committee, with recommendation of this Committee, that 4th class basis be established on this traffic, requesting Chairman Gill to advise decision reached.

Application for Reduction in Official Class'n Rating on Thread Spool Boxes.

Letter was read requesting reduction in Class'n of "Thread Spool Boxes," L. C. L., from 3t 1st to 1st class, etc.

And after due consideration, it was

Resolved, That the Chairman forward the correspondence with sample to the Official Class'n Committee without recommendation of this Committee, requesting Chairman Gill to advise decision reached.

Routing of Freight by the War Department, U. S. A., via Various Routes to be Settled for on Short Line Distance.

The above subject was considered at meeting 5th inst., and laid over pending action of the Central Freight Ass'n. After further consideration today, it was

Resolved, That the Chairman advise J. B. Bellinger, Major and Quartermaster, U. S. V., that the proper representatives of the individual roads, members of this Committee, request me to advise that so far as transportation over their lines is concerned, bills of lading should be issued only on basis of their established tariffs, which are on file, with the Interstate Commerce Commission at Washington, or individual

quotations of representatives of the St. Louis East-bound Freight Committee roads and that individual bids will only apply via the routes which are named in connection with such quotations.

Divisions of Rates on Strawberries from the South via Cairo and East St. Louis to Buffalo.

This subject was considered at meeting June 5th and laid over pending further information. Same being submitted today, it was

Resolved, That in view of the Strawberry season being over no further action is necessary and subject be tabled.

Request for Commodity Rate on Sheep Manure, C. L., East St. Louis to Trunk Line Territory.

The above subject was considered at meeting 5th inst., and recommendation forwarded to the Central Freight Ass'n. Subject being submitted by the Ass'n and application declined as per Central Freight Ass'n Letter F-256 June 13th, 1900, therfore be it

Resolved, That no further action is necessary and subject be laid on the table.

Rate on Cotton Factory Sweepings, East St. Louis to Western Termini Points and Trunk Line Territory.

Letter from J. F. Tucker was read regarding the above subject, and after due consideration, it was

Resolved, That it is the opinion of the individual roads, members of this Committee, that same rates should be authorized on Cotton Seed Factory Sweepings as at present in effect on Cotton Seed Mill Sweepings and Mr. Tucker be advised accordingly.

Irregularities in Billing.

Letter from the Chief Inspector was read regarding some irregularities in billing and in view of the fact

that there has been no recent billing that is out of line, the subject was laid on the table.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 347."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Office of the Chairman, June 29th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—C. W. Galligan.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay, by R. M. Fraser.
L. E. & St. L. C. R. R.—
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & K. C. R. R.—W. J. Scott.
The Wabash R. R.—P. W. Coyle.

G. W. Becker, Chairman.

Tne general situation was regarded as satisfactory and improving in line with statements made at previous meetings.

Enquiry was made regarding the rate named by the C. & A. on very recent shipments of Cotton, A. G. F. A. Yoakum said he would investigate and report at next meeting. Remarks were made regarding rate named by L. E. & St. L. C. R. R. on shipment of Oleo to Hamburg and L. E. & St. L. C. R. R. was to be asked for information at next meeting.

The Wabash reported that all but one contract for Lumber would expire June 30th.

Resolutions regarding Cotton Traffic, provided for at meeting 26th, were presented and adopted by all

members present; approval of the absent members was secured later.

Adjourned to July 10th, Gen'l Office C. C. C. & St. L. Ry.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 348."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held at the Gen'l Freight Office, C. C. C. & St. L. Ry., July 10th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.—W. C. Lindsay.
L. E. & St. L. C. R. R.—
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & K. C. R. R.—
The Wabash R. R.—P. W. Coyle.

Ed Keane, Chairman.

In regard to rates, no complaints were made and the general opinion was that the situation appeared satsfactory.

The following subjects were considered and action taken as noted below:

Furnishing Statement of Tonnage, by the Chairman's Office, to Various Members, Etc.

Resolved, That the Chairman is hereby instructed to at once discontinue furnishing any one with the Consolidated Reports or the statements of Commodities, that are compiled in this office, except Mr. J. F.

Goddard, Commissioner of the Trunk Line Ass'n. Mr. Goddard to be furnished with such reports or statements as are requested by him.

Accepting Individual Shippers' Guarantee on Through Shipments of Fruit and Vegetables, Etc.

Resolved, That all roads, members of the Eastbound Freight Committee hereby agree to decline to accept a guarantee of any Individual shipper, on shipments of Fruits and Vegetables, coming from connecting lines and will receive same only as through shipments delivered by connecting lines, charges being guaranteed by the delivering road. They will, however, accept shipper's guarantee on shipments from St. Louis or E. St. Louis proper, without advance charges other than Bridge or Transfer.

The Secretary secured the affirmative vote of A. G. F. A. Yoakum and G. F. A. Campbell.

It was decided that the next special meeting should be called for 10:00 a. m., Friday, July 13th, at the Committee rooms, Union Station and that the subjects on the regular meeting docket will be considered at the same time.

R. M. Fraser, Secretary.

Adjourned.

"Complainant's Exhibit Fraser No. 349."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held July 13th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—

T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—
R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rates on Pig Lead, Etc., C. L., from East St. Louis and Beyond to Trunk Line Territory.

Resolved, That the subject be laid over until next meeting.

Allowance to the Illinois Terminal and Other Short Mileage Roads on Traffic to and from Points in Central Freight Association Territory.

This subject was considered at meeting 29th ult., and recomendation forwarded to the Central Freight Ass'n and see that Ass'n Advice Letter F-333, July 6th, 1900.

The Chairman stated that since action referred to above, he had received from Mr. Tucker a letter dated July 6th, which was read, and it was

Resolved, That this subject be laid over until we get result of the Central Freight Ass'n vote on Advice Letter F-333, July 6th.

Application for a Proportional Rate of $2.50 Per Net Ton on Sand, C. L., Alton and East St. Louis to Bellaire, Ohio.

This subject was considered at meeting 29th ult., and laid over for information and recommendation. The Chairman submitted the information desired, and it was

Resolved, That the application be declined.

Rates on Grain and Grain Products, C. L., East St. Louis to Elkhart, La Porte, Mishawaka and South Bend, Indiana.

This matter was considered at meeting 29th ult., and laid over until today.

The Chairman stated that subject was brought up by letter from Chairman Tucker, the correspondence being submitted, it was

Resolved, That Chairman Tucker be answered that the rate on Grain and Grain Products from East St. Louis to South Bend is 10 cents per 100 lbs., which will govern to the points named (Elkhart, Goshen, La Porte and Mishawaka) except on corn which is 9 cents; that we do not want to reduce our rates and ask him to take the subject up with the Chicago & Northwestern Ry. and other lines with the view to having them advance their rates, advising result.

Rates on Grain and Grain Products, C. L., East St. Louis to Logansport, Ind.

The rate on Grain and Grain Products, C. L., East St. Louis to Logansport, Ind., was considered, and it was

Resolved, That this subject be laid over until next meeting.

Application for Rate of 15 Cents Per 100 Lbs. on Barytes, C. L., from East St. Louis to Toronto, Ont.

This subject was considered at meeting 29th ult., and laid over until today. The Chairman submitted a letter from a member regarding this application also called attention to the present rate on this traffic to Buffalo and other Western Termini Points, being 15½ cents per 100 lbs., and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize rate of 15½ cents per 100 lbs. on Barytes, C. L., minimum weight as per Official Class'n East St. Louis to Toronto, Ont., effective on Legal Notice.

Letter Regarding Issuing Clear Bills of Lading on Lumber for Export, in Connection with Certificates and Seal of National Lumber Exporters' Association.

This subject was considered at meeting 29th ult., and laid over.

After a general discussion today, it was

Resolved, That the correspondence on the above subject be referred to Mr. J. F. Tucker, for consideration by the Central Freight Ass'n.

Disposition of Proposed Proportional Rates on Peaches, C. L., from East St. Louis to Eastern Points.

This subject was considered at meeting 5th ult., and recommendation forwarded to Central Freight Ass'n and considered by that Association at meeting June 13th, making rates requested applicable from Ohio River Crossings and East St. Louis. Same being submitted to the Trunk Lines, was declined, as per Central Freight Ass'n Advice Letter No. F-323, no further action being necessary, it was

Resolved, That the subject be laid on the table.

Proportional Rate on Cattle, East St. Louis to Indianapolis, Indiana.

Letter from a member regarding this subject was submitted and after due consideration, it was

Resolved, That the subject be laid on the table.

Application for Commodity Rate on Lignite, C. L., E. St. Louis to Western Termini and East Thereof.

Letter from a member was submitted, making application that rates on this traffic, which were in effect prior to Jan. 1st, 1900, be restored, etc.

And it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize rate on Lignite or Brown Coal, C.

L., minimum weight 30,000 lbs., on basis of 25 cents per 100 lbs., East St. Louis to New York, usual differences to Western Termini and other Eastern Points, effective on Legal Notice. The rate to not include the cost of handling or literage in New York Harbor.

Through Rates and Divisions on Yellow Pine Lumber, Authorized by C. F. A. No. 76, Series A.

Letter was submitted requesting that the same through rates and divisions be authorized on Yellow Pine Lumber in above named Circular be made applicable on other Lumber, and it was

Resolved, That the subject be laid over until next regular meeting.

Rates on Fertilizer, C. L., East St. Louis to Various Points in C. F. A.

The Chairman submitted joint letter signed by a number of shippers requesting that the rates on Fertilizer that were in effect from East St. Louis to Central Freight Ass'n. Territory, prior to Nov. 27, 1899, be re-established, and it was

Resolved, That this subject be laid over until next regular meeting.

Application for Reduced Rates on Glycerine, East St. Louis to Ivorydale, Ohio.

Letter containing the above application was submitted and it was

Resolved, That the members of this Committee think this subject is one over which they have no jurisdiction.

Proper Rate to Apply on Trequesquite, from E. St. Louis to Eastern Points.

Letter from a member with correspondence from G. F A. Lincoln, Missouri Pacific Ry., was submitted regarding proper rate to be applied on Trequesquite, a strong Alkali that is to be found in large deposits in Mexico,

which is about the same in weight and as compact as coal, but of less value, and it was

Resolved, That the Chairman request parties to furnish him a sample of the article so that he may submit same to the Official Class'n. for their ruling.

Letter From Chairman Tucker Regarding Proportional Rate on Tallow and Stearine to Buckhannon, W. Va.

Correspondence between Chairman Tucker and this Office was submitted, and it was

Resolved, That the subject be laid over until next regular meeting, pending further reply from Mr. Tucker.

Requesting the Chicago, Burlington & Quincy R. R. to Become a Member of This Committee.

It was suggested that the "Burlington Route" is a competitor for Traffic destined to Central Freight Ass'n. and Trunk Line Territory; they should become a member of this Committee, and it was

Resolved, That the C., B. & Q. have established rates on basis of 116 per cent from East St. Louis, plus Bridge Toll, that the Chairman write to G. F. A. Ives with the view to having the C., B. & Q. become a member of this committee.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 350."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Chairman's Office, St. Louis, July 13, 1900.

Representation:

B. & O. S. W. R. R.—Ed. Keane.
C. & A. R. R.—R. D. Yoakum.

C., P. & St. L. Ry.—C. W. Galligan.
C., C., & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.————.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.— ———.

P. W. Coyle, Chairman.

The statements made by each member indicated an improved condition of affairs generally.

There were, however, rumors of rate cutting, most of which appeared to start with shippers for a purpose and without any foundation.

Reports regarding Cotton Rates were not very satisfactory and the Secretary was instructed to make inquiry of the members not present and report the result to the Chairman of the Executive Committee and to this Committee at the next meeting.

There being no further business, the meeting adjourned until Tuesday, 17th inst., 11:00 a. m., at General Office C., C., C. & St. L. Ry.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 351."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Freight Office C., C., C. & St. L. Ry.

St. Louis, Mo., July 17, 1900.

Representation:

B. & O. S. W. R. R.—Ed. Keane.
C. & A. R. R.—G. B. Birch.
C., P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—G. W. Becker.

L. E. & St. L., C. R. R.—R. A. Campbell.
L. H. & St. L. Ry.—W. C. Lindsay.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & K. C. R. R.— ———.

Geo W. Becker, Chairman.

Statements were made by members regarding reports of rumors of irregularities in nearly all instances on Export traffic. The charges made were either denied or explained as being old engagements of bookings and not current business.

As instructed at meeting 13th., the Sec'y. reported result of conference with members not present at last meeting.

The charges made regarding non-maintenance of rates on Cotton since agreement of June 19th, were denied. One member stated that in consequence of room having been engaged on Steamer for some Cotton which shipper failed to furnish the road was obliged to make new contract at same figure to fill the space engaged on the ship.

The Sec'y was instructed to ascertain whether it is the intention of Mr. W. J. Scott, D. F. A., T., St. L. & K. C. R. R., to attend future Special Meetings of the Committee.

If he advises that he will be present at next meeting a call is to be issued for Friday, 20th, at 11:00 a. m. sharp, at Gen'l. Office, C., C., C. & St. L. Ry. If Mr. Scott will not be present no Special Meetings will be called until the Secretary is notified.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 322."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l Office (Freight), C. C. C. & St. L. Ry., July 20th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.—
L. H. & St. L. R. R.—W. C. Lindsay.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—W. J. Scott.

E. S. Orr, Chairman.

Each member reported rumors and indications of tariff rates not being maintained on Flour, Lumber, Oleo, Lard, etc., for Export and to Trunk Line and C. F. A. Points. No direct or specific charges were made against any member and no one admitted knowledge of irregularities by their line. On the contrary, all claimed to be adhering strictly to Tariff.

The Secretary reported having conferred with the Chairman of the Executive Committee on 18th inst., regarding the reported non-maintenance of present rates on cotton the charges, however, being denied by the said parties except as explained by the L. E. & St. L. C. representative on 17th inst. The subject was fully discussed with the T. St. L. & K. C. representative who insisted that the Inland Tariff rates were charged, about which there appeared to be serious doubts.

The impression prevailed that the general situation was improving regardless of the reports and rumors

of irregularities, many of which came from shippers who evidently had some object in stating what other lines were doing.

It was decided to continue the semi-weekly conference for the present.

Meeting adjourned until Tuesday, July 24th at same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 353."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Freight Office C. C. C. & St. L. Ry., St. Louis, Mo., July 24th, 1900.

Representation:

B. & O. S. W. R. R.—Ed. G. Orr.
C. & A. R. R.—
C. P. & St. L. R. R.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—
L. E. & St. L. C. R. R.—R. A. Campbell.
L. H. & St. L. Ry.—
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—

R. A. Camubell, Chairman.

There not being a full representation present at 11:30 a. m., the Special Meeting adjourned until Friday 27th inst., 10:00 a. m., at the Committee Rooms, Union Station. The subjects on the regular meeting docket to be considered at the same time.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 354."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Chairman's Office, St. Louis, Mo., July 27, 1900.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, Ed. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. Ry.—
L. H. & St. L. Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—W. J. Scott.

N. W. Taylor, Chairman.

Each member reported as to his views on the situation. One or more of the members were quite positive that the tariff rates were not being adhered to, on the contrary were badly demoralized, but more particularly on Export Traffic. Other members maintained that while there were some indications of irregularities the conditions generally were improved.

No definite action was decided upon.

R. M. Fraser, Secretary.

Adjourned to C. C. C. & St. L. Office 31st, 11 a. m.

File 4032.

"Complainant's Exhibit Fraser No. 335."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held Friday, July 27, 1900.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, Ed. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.—
L. H. & St. L. Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

Rates on Pig Lead, Etc., C. L., from East St. Louis and Beyond to Trunk Line Territory.

This subject was considered in connection with letter from Chairman Tucker, at meeting 13th inst., and laid over until today and it was

Resolved, That the Chairman write Chairman Tucker in answer to his recent letters regarding rates on Pig Lead, Spelter, etc., from East St. Louis informing him that the subject was once more brought to the attention of the St. Louis Committee and they intend to continue the present rate just as long as the present rates remain in effect from Kansas City.

Through Rates and Divisions on Yellow Pine Lumber Authorized by C. F. A. Information No. 76, Series—A.

This subject was considered at meeting 13th inst.,

and laid over. At meeting today a letter dated 5th inst., from Chairman Tucker was read, and it was

Resolved, That the Chairman issue a Circular Letter to the members of the Committee giving copy of letters to and from Chairman Central Freight Ass'n, subject to be placed on the docket for consideration at next meeting.

Rates on Fertilizer, C. L., East St. Louis to Various Points in Central Freight Association Territory.

This subject was considered at meeting 13th inst., and laid over and after further consideration today, it was

Resolved, That the Chairman request the parties making the application for reduced rates on Fertilizers to explain what kinds are involved and the value per ton of said Fertilizers, as compared with the value of the Phosphate Rock Fertilizer, circular letter to be issued to the members embodying the correspondence so that the subject may be further considered at the next meeting.

Division of Rates on Tomatoes, Cairo via East St. Louis to Buffalo.

The Chairman submitted correspondence from Chairman Tucker and Chief Inspector Rainer regarding shipment of Tomatoes, Cairo via East St. Louis to Buffalo, on which the M. & O. was allowed 20 per cent of the Cairo Rate instead of 17.33 per cent, as authorized by this Committee's Special Notice No. 437.

After due consideration, it was

Resolved, That a letter be addressed to each member of this Committee asking them to state what they are allowing the M. & O. R. R. on this traffic, also requesting them to state what other exceptions, if any, are made by them from the divisions as authorized in Special Notice No. 437, the subject to be further considered at next meeting.

Rates on Asphalt, East St. Louis to Detroit, Mich.

The Chairman submitted correspondence from Chairman Tucker and Chief Inspector Rainer regarding shipments of Asphalt from East St. Louis to Detroit, Mich., billed at the Proportional instead of the Local Rate and it was

Resolved, That the action of the Clover Leaf is in defiance and contempt of the rules of this Association; that they be again requested to correct their billing on the shipment to the proper rate.

Rates on Grain and Grain Products, C. L., East St. Louis to C. F. A. Territory.

At meeting 13th inst., the subject of rates on Grain and Grain Products from East St. Louis to various points in Indiana and Ohio as against rates from Upper Mississippi River Crossings were considered also rates to Logansport, Ind.

The Chairman stated that he had advised Mr. Tucker in line with action taken at meeting July 13th and received replies dated July 18th and 20th, also letter from a member which were submitted and after further consideration, today, it was

Resolved, That the Chairman write Mr. Tucker and tell him it is important that we should know at once whether the unauthorized rates from Upper Mississippi Crossings will be withdrawn, if not, to call a meeting of the Rate Clerks to check in rates from East St. Louis in line with rates referred to.

Rates on Lumber, C. L., from Cairo and East St. Louis to Tipton, Ind.

The Chairman submitted correspondence on the above subject and it was

Resolved, That the Chairman continue the correspondence with C. F. A. Ill. Cent. and endeavor to have the rate to Tipton placed on the proper basis.

Correspondence from Chairman Tucker Regarding Rate on Tallow and Stearine to Buckhannon, W. Va.

This subject was considered at meeting 13th inst., and laid over until today pending further information from Chairman Tucker. The Chairman submitted Mr. Tucker's reply also called attention to the fact that rate of 32½ cents is carried in a tariff of one of the roads member of this Committee, and it was

Resolved, That the Chairman write G. F. A. McLaughlin and ascertain whether it is necessary to continue in effect the rate of 32½ cents per 100 pounds East St. Louis to Buckhannon, W. Va., on Green Hides, Tallow and Stearine, C. L., the subject to be further considered at next meeting.

Minimum Weight and Number of Light Weight Range Horses and Mules per Carload.

Correspondence between Chief Inspector Rainer and General Traffic Manager Brown of the St. Louis National Stock Yards was submitted regarding this subject and after a general discussion, it was

Resolved, That the Chairman write to the Traffic Manager of the St. Louis National Stock Yards, requesting him to state specifically what arrangement as to the number of head per car is necessary to permit of the handling through this market of the Light Weight Range Horses and Mules, the subject to be further considered next meeting.

Application for Reduction in Rate on Enameled Brick, C. L., East St. Louis to New York City.

Letter was submitted containing request that Commodity Rates be established on Enameled Brick, C. L., minimum 40,000 pounds, released to a valuation of $5 per ton on basis of 26 cents East St. Louis to New York, usual difference, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight As-

sociation that they authorize rates on Enameled Brick, C. L., minimum weight 40,000 pounds (released to a valuation of $5.00 per ton) from East St. Louis to points east of the Western Terminal of the Trunk Lines on basis of 26 cents per 100 pounds, East St. Louis to New York, effective on Legal Notice.

Rates on Steel Bolsters, etc., C. L., East St. Louis to Eastern Points.

Letter from Chairman Tucker was submitted requesting that the unauthorized rates on Steel Bolsters, etc., on basis of 23 cents per 100 pounds East St. Louis to New York be withdrawn, also requesting to be advised if there are any contracts on this traffic and if so by what roads, and when they expire, etc.

After due consideration, it was

Resolved, That the roll be called to ascertain which roads have contracts for the transportation of Steel Bolsters and Enameling or Black Plate and whether the contracts can be cancelled at once, if not when they will expire.

The roll being called all representatives present except one stated that there was no contract via his line. The other member stated that his line had a contract on enameling or Black Plate, good until April 1st, 1901, which could not be cancelled but he could not say whether they had any contracts for the transportation of Steel Bolsters but would investigate and advise.

Allowance to Illinois Terminals and Other Short Mileage Roads on Traffic to and from Points in Central Freight Association Territory.

The above subject was considered at meeting 13th inst., and laid over pending result of vote on C. F. A. Advice Fetter F-333. The proposition contained in Advice Letter F-333 was declined as per C. F. A. Advice Letter F-368. The Chairman stated that since meeting of July 13th, he had received letter from Chairman Tucker requesting this Committee to fur-

ther consider this subject in line with recommendation adopted at C. F. A. meeting June 13th, 1900.

After due consideration, it was

Resolved, That it is the sense of this Committee that the lines covered by Circular No. 446 as described in the first group embraced within a radius of 75 miles be placed upon a per car basis in lieu of the percentages as established by that authority, the figure for the per car basis to be agreed upon later.

The roll being called the result of the vote was as follows:

Affirmative,	4.
Negative,	3.
To advise later	1.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 356."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., July 31st, 1900

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker, B. J. Rowe.
L. E. & St. L. C. R. R.—P. A. Campbell.
L. H. & St. L. Ry.
T. H. & L. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & K. C. R. R.—W. J. Scott.

W. J. Scott, Chairman.

Each member gave his views as to the condition of

rates, which were about in line with reports at meeting 27th inst., not very satisfactory.

The Secretary read letter 30th from G. F. A. Wann regarding C. & A. Tariff on "Iron Paper Cores." Action deferred until regular meeting (See file 4057).

The Secretary also read letter 28th from Chairman Tucker regarding "Lignite" and wire 30th reported that The Wabash had issued tariff, effective Aug. 3rd, the Secretary was instructed to write Chairman Central Freight Ass'n. and A. G. F. A. Wabash for information. (See file 2868).

Meeting adjourned on Friday, Aug. 3rd, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 357."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held at Gen'l. Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 3rd, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.—C. A. Bradley.
L. H. & St. L. Ry.—W. C. Lindsay.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R R.
T. St. L. & W. R. R.

R. D. Yoakum, Chairman.

The members expressed their opinions as to the conditions of rates, which showed the general impres-

sion or report was that the tariff rates were not being maintained, particularly on export traffic; irregularities mentioned were on Flour, Lumber, Beer, Provisions, Lard and Oleo.

No definite action proposed or taken to remedy matters.

The Secretary read additional correspondence since meeting July 31st, on "Lignite" and resolution was adopted covering conditions for handling the traffic the Secretary to send resolution to the Central Freight Ass'n. so that final action could be taken, and to send to all members a copy of the correspondence.

There being no further business the meeting adjourned until Tuesday, Aug. 7th, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 358."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l. Office (Freight), C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 7th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R .R.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N .W .Taylor.
The Wabash R. R.
T. St. L. & W. R. R.—W. J. Scott.

R. D. Yoakum, Chairman.

In consequence of several members being absent,

meeting adjourned at 11:30 until Friday, 10th, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 359."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 10, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—W. Nichols.
Ill Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—S. B. Knight.
T. St. L. & W. R. R.—W. J. Scott.

E. S. Orr, Chairman.

All members present gave their opinions as to the rate situation; some irregularities were claimed but not admitted or proven. The general opinion, however, was that rates are much better maintained than indicated at last meeting 3rd inst.

There being no further business, the meeting adjourned until Tuesday 14th inst., 10:30 A. M., at the Committee Rooms, Union Station. Subjects on the regular docket will be considered at the same time.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 360."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held Tuesday, Aug. 14, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R—C. B. Birch.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.
T. St. L. & W. R. R.—W. J. Scott.
R. M. Fraser, Chairman.

Meeting convened at 11:30 A. M.

Rates on Grain and Grain Products, C. L., East St. Louis to Central Freight Ass'n. Territory.

The above subject was considered at meeting 27th ult., and in line with resolution the Chairman wrote Mr. Tucker, also called meeting of the Rate Clerks, Aug. 8th.

At meeting of Rate Clerks, in checking against the published rates from Upper Mississippi River Crossings (C. R. I. & P. Tariff I. C. C. No. C-2130, etc.) it was found impracticable to line up from East St. Louis against these rates on account of a number of points being published on the wrong basis, for instance Bayard and Bellaire, O. on Cleveland basis should be on Western Termini basis and other discrepancies of similar nature. In view of the foregoing the following action was taken:

Whereas, The Mississippi River Committee of West-

ern Trunk Line Committee at meeting of July 12th, 1900, checked certain rates on Grain and Grain Products from Upper Mississippi River Crossings to Central Freight Ass'n. Territory; said rates vary in many important respects from those checked and published from East St. Louis to same territory on same Commodities, it is therefore;

Recommended, To the St. Louis Eastbound Freight Committee that Chairman Fraser arrange through Chairman Tucker for a joint meeting of the Western Trunk Line Committee and St. Louis Eastbound Freight Committee for the purpose of checking a uniform basis of rates to be applied both from East St. Louis and Upper Mississippi River Crossings to Central Freight Ass'n. Territory.

Subject being further considered by the Committee today, it was

Resolved, That the action of our representatives at rate meeting 8th inst., be approved and recommended by this Committee to Chairman Tucker, requesting that he arrange for a joint Conference at the earliest possible date, advising result.

Rate on Paper Cores East St. Louis to Rumford Falls and Canton, Me.

The Chairman submitted correspondence on this subject, and after a general discussion, it was

Resolved, That the Chicago and Alton R. R. be requested to withdraw the tariff particularly on the ground of the irregularity of its issue.

Minimum Weight and Number of Light Weight Range Horses and Mules Per Car Load.

This subject was considered at meeting 27th ult., and in line with action taken the Chairman wrote Traffic Manager Brown, National Stock Yards, for the information desired, same being submitted, it was

Resolved, That the individual roads, members of

this Committee recommend to the Central Freight Ass'n. that on Range Horses and small Mules, released to a valuation of $10.00 per head, the same rules be applied when going to Central Freight Ass'n. and Trunk Line Territory, as authorized to the Virginias in Central Freight Ass'n. Information No. 95-A.

Through Rates and Divisions on Yellow Pine Lumber Authorized in C. F. A. Information No. 76-A be Applied on Other Lumber.

The above subject was considered at meeting 27th ult., and as instructed the Chairman issued Circular Letter July 28th, on further consideration of the matter today, it was

Resolved, That in view of the statement made by Chairman Central Freight Ass'n. in letter dated July 5th, folio Info. 76-A, on this subject, the request be declined.

Rates on Fertilizer, C. L., East St. Louis to C. F. A. Ter.

The above subject was considered at meeting July 27th, and as instructed in resolution, adopted that day, the Chairman issued a Circular Letter, dated July 31st, subject being further considered today, it was

Resolved, That in view of the authorized rates on this traffic between all other points in Central Freight Ass'n. Territory, being on basis provided therefore in the official classification, it is the individual opinion of the roads, members of this Committee, that they cannot consistently recommend any reduction from East St. Louis and the Chairman advise the applicant accordingly.

Application for Commodity Rate on Barytes, C. L., from East St. Louis to Toronto, Canada.

This subject was considered at meeting of July 31st, and recommendation forwarded to the Central Freight Ass'n. The Chairman submitted correspondence from

Mr. Tucker in which the Canadian Lines declined to agree to any reduction in rates on this traffic, and it was

Resolved, That the subject be laid on the table.

Requesting the Chicago, Burlington & Quincy R. R. to Become a Member of this Committee.

The above subject was considered at meeting July 13th. The Chairman wrote Mr. Ives, requesting the C. B. & Q. R. R. to become a member of this Committee; said letter was referred to Mr. Thomas Miller, G. F. A., Chicago; reply received dated July 31st, from Gen'l Agent Todd as follows:

"Your letter of July 16th, file 3304, addressed to Mr. Ives, inviting this company to become a member of your Committee, was referred to our General Freight Office in Chicago. We do so little business in your territory from St. Louis that we hardly feel that we would be warranted in joining your committee. Since we published rates from St. Louis to points in Trunk Line Territory, we have solicited some shipments from here, but have done very little business. We hardly feel, therefore, that we could add to the usefulness of your Committee by joining and would suggest that we postpone the acceptance of your invitation until such time as we can be more of a factor in Eastern business. I wish to state, however, that we desire to be governed by your rules, rates, etc., and do not wish to do anything that will disturb conditions at any time. The rates that we publish from St. Louis are to Trunk Line Points only, including Western Termini. We do not carry any rates from St. Louis to Central Traffic Ass'n. Territory."

Resolved, That the subject be laid on the table.

Switching Charges from Industries in St. Louis, Located on the St. L. K. & N. W. R. R.

(BURLINGTON ROUTE).

The Chairman stated that as instructed at meeting

July 13th, he had been in correspondence with Gen'l. Agt. Todd of the Burlington Route, regarding this matter and had been advised that, on traffic from Industries on their tracks in St. Louis, destined to Western Termini Points and Trunk Line Territory, the C. B. & Q. absorbed the switching but did not absorb same on traffic destined to points west of the Western Termini of the Trunk Lines (Cincinnati, Louisville, Cleveland, etc.) and it was

Resolved, That the Chairman take up with the C. B. & Q. R. R. the matter of switching charge to the East St. Louis rate, plus the Bridge Toll, on traffic handled by the C. B. & Q. from industries located at St. Louis and vicinity on the St. L. K. & N. W. R. R. tracks, destined to Western Termini and Trunk Line Territory points. It having been stated in letter, by Mr. Todd, Gen'l. Agt. C. B. & Q. R. R., that they did not handle any business from points in Central Freight Ass'n. Territory west of the Trunk Line Western Termini, no further action was necessary on traffic to the Central Freight Ass'n. Territory.

Rates on Grape Sugar, C. L., East St. Louis to Trunk Line Territory.

The Chairman submitted correspondence from a Syrup Co. requesting same rate on Grape Sugar manufactured by them, that is in effect on Grape Sugar from Glucose Factories, viz.:—6th class rates and it was

Recommended, To the Central Freight Ass'n. that Information No.'s 1908 and 262-A on Grape Sugar, C. L., be amended to include the Grape Sugar Factory located at St. Louis and known as the S. N. Long Syrup Co., which will entitle their shipments to the 6th class rate.

Application for Reduction in Rate on Enameled Brick, C. L., East St. Louis to Trunk Line Territory.

The above application was considered at meeting

July 27th, and recommendation forwarded to the Central Freight Ass'n. and was submitted by that Ass'n. for vote in Advance Letter F-403 and declined as per advice Letter F-429, subject being further considered today, it was

Resolved, That the Chairman take the matter up with the interested parties, showing them the correspondence and have them outline an argument for resubmitting the matter to the Central Freight Ass'n. and that Chairman Fraser report his progress to the Committee at the next regular meeting or a Special Meeting, if necessary.

Allowance to Illinois Terminal and Other Short Mileage Roads of Traffic to and from Points in C. F. A. Territory.

The Chairman stated that in line with action taken at meeting 27th ult., he secured the affirmative vote of C. & A., also stated that he had written Chairman Tucker regarding the matter and received reply Aug. 1st, requesting that the St. Louis Eastbound Freight Committee should make recommendation in relation to this "per car" basis as to what rates shall apply within a radius of 75 miles, so that subject may be finally considered at Central Freight Ass'n. Sept. meeting, and it was

Resolved, That it is the sense of the Committee that the line covered by Circular No. 446, as described in the first group, embraced within a radius of 75 miles, be placed upon a per car basis in lieu of the percentages as established by that authority, the figure for the per car basis to be $2.50 per car.

The result of roll call (the vote of absent members being secured later) was

Affirmative—6.

Negative,—3.

Affirmative, provided like action is taken with all Belt or Terminal lines within Central Freight Ass'n. Territory.—1.

Rates on Exhibits for the St. Louis Exposition, Season of 1900.

Application from Gen'l. Manager Atkinson of the St. Louis Exposition and Music Hall Ass'n. for usual concessions granted on exhibits to St. Louis Exposition was presented, and it was

Resolved, That this application be referred to the Central Freight Ass'n. with recommendation of this Committee that the same concessions as those of last year be granted, i. e., full tariff rates will be charged on all exhibits forwarded to the Exposition, and that such Exhibits (excepting horses) if unsold and re-shipped from St. Louis within 30 days after the close of the Exposition may be returned free at owner's risk to the original forwarder at the original point of shipment by the Railways Companies which carried same, upon presentation of the original bill of lading, or contract, or paid freight bill, together with a certificate signed by the proper officers of the Exposition to the effect that the shipments were unsold exhibits which have paid full tariff rates one way, such certificates to be attached to the manifest of each shipment.

Further Resolved, That no action be taken with regard to Horses for the Horse Show.

Information Requested of the Chairman Regarding Rates, Weights, etc., on Shipments Forwarded by one Road Desired by Another.

The Chairman submitted letter on this subject from a member, also read resolutions adopted at meeting Sept. 5th, 1899, which still governs, regarding this matter.

After a general discussion, it was

Resolved, That if a member makes an inquiry of the Chairman regarding an illegal irregularity, evidence of which the Chairman has in his office, the Chairman shall at once take the subject up with the repre-

sentative of the line complained of; after having done so, he is authorized to advise the inquiring member the result of his investigation, furnishing each member of the Committee with a copy of the inquiry and reply.

Division of Rates on Traffic from Cairo, Ill., via East St. Louis to Western Termini and Trunk Line Territory Points.

This subject was considered at meeting 27th ult., and in line with resolution the Chairman issued Circular Letter dated July 30th, all roads not having definitely replied, subject being further considered today, it was

Resolved, That the Chairman renew his efforts and get a complete answer from all members, the subject to be further considered at next meeting.

Rates on Pig Lead, etc., C. L., from East St. Louis and Beyond to Trunk Line Territory.

The Chairman read letter Aug. 1st, file A-213 from Chairman Central Freight Ass'n. regarding action of this Committee at meeting July 27th, on subject of Rates on Pig Lead, Spelter, etc., and it was

Resolved, That the subject be laid on the table.

Rate on Enameling or Black Plate and Steel Bolsters to Trunk Line Territory.

A letter dated Aug. 2nd, file F-336 from the Chairman of the Central Freight Ass'n. was read, regarding contracts on Enameling or Black Plate and Steel Bolsters. The Chairman stated that he had made several inquiries of the roads who reported having contracts but had not as yet received all the information asked for.

After a general discussion, the following resolution was adopted

Resolved, That the Chairman ask the parties again,

stating that the other members insist on knowing the condition of affairs.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 361."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 14, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—G. B. Birch.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill Cent. R. R.— B. J. Rowe.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.
T. St. L. & W. R. R.—W. J. Scott.

Several members being absent, only the regular meeting docket was considered.

The next meeting will be called for Gen'l. Office, C. C. C. & St. L. Ry. Friday, 17th inst, 11:00 A. M.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 362."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 17th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.

C. & A. R. R.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—C. L. Stevens.
The Wabash R. R.
T. St. L. & W. R. R.—W. J. Scott.

In consequence of several members being absent those present discussed Grain and Grain Products rates in connection with the issue by Wabash R. R. Tariff from Kansas City to Toledo, 12 cts. per 100 lbs., reported on C. F. Information I. C. C. No. 112, mentioned on the call for meeting, there was, however, no formal action taken.

Meeting adjourned until Tuesday 21st inst., 11:00 A. M. at the Gen'l. Office C. C. C. & St. L. Ry.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 363."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l. Office C. C. C. & St. Ry.

St. Louis, Mo., Aug. 21, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. R. R.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—W. J. Scott.

W. M. Bushnell, Chairman.

All members present expressed their opinion that the rate situation on both Domestic and Foreign Traffic was not satisfactory. No direct charges were made of violations and no action taken for the future.

The Secretary read correspondence requesting reduction on rates on Earth Paint, C. L., to C. F. A. and Trunk Line Territory. Resolution was adopted recommending that Central Freight Ass'n. authorize 6th class basis, now in use from East St. Louis, said to be on Trunk Line Association authority No. A-222 (Letter and wire to J. F. Tucker on file 4006).

The Secretary also read letter from G. F. A. Wann regarding rate on Iron Paper Cores, C. L., and answered by letter 21st as instructed (File 4057).

Meeting adjourned on Friday, 24th, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Compainant's Exhibit Fraser No. 364."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 24, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.
T. St. L. & W. R. R.—W. J. Scott.

R. D. Yoakum, Chairman.

Members reported condition of affairs about same as at meeting 21st, except that contracts were reported as being made on Cotton less than Tariff.

This being opening of Cotton season it was deemed advisable that prompt action be taken to prevent demoralization on the season's business.

It was understood that subject should be acted upon at next meeting.

The Secretary read correspondence regarding corn to Norfolk, Va., via L. H. & St. L., as per Circular Letter 24th, file 4032. The Secretary also read letter 23rd, file 4032 to R. A. Campbell, regarding wheat to Newport News.

Meeting adjourned until Tuesday, 28th, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 365."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 28, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.
Ill. Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—W. J. Scott.

Geo. W. Becker, Chairman.

Members reported rumors of irregularities in rates both to C. F. A. Points and beyond, particularly on Flour. The discussion was principally on the subject of Cotton rates, it being claimed by interested lines that if less than Tariff was offered they were not aware of it and would not participate.

This was not, however, satisfactory to all members in view of the agreement of June 19th, which was presumably still in effect. There was, however, no definite action taken.

The Secretary read letter 27th, file F-450, from Chairman Tucker, regarding number of horses in C. L. and it was decided not to change the resolution adopted at meeting 14th, and letter to that effect written 28th, file 4062, to Mr. J. P. Tucker.

Meeting adjourned until Friday 31st, same time and place.

R. M. Fraser, Secretary.

File 4032.

(Clipping of the G. D. of Aug. 29th.)

The weekly conference of the St. Louis Eastbound lines on the freight rate situation was held yesterday at the office of the Assistant General Freight Agent Holliday, of the Cleveland, Cincinnati, Chicago and St. Louis. Conditions were reported to be satisfactory at this gateway.

"Complainant's Exhibit Fraser No. 366."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 31st. 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.

C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W .D .Holliday.
Ill. Cent. R. R.—G. W. Becker, B. J. Rowe.
L. E. & St. L. C. R. R.
L. H. & St. L. Ry.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.
T. St. L. & W. R. R.

W. D. Holliday, Chairman.

Members reported little if any change in the situation from what has prevailed. Irregularities claimed to still continue on Provisions, Cotton, Flour, Lumber, etc.

The Secretary called attention to Wheat being billed from East St. Louis at the local rate to points in C. F. A. Territory consigned to S-O Seaboard with notation "Stop for cleaning" notify a third party at another point. Instructions asked as to whether the tonnage should be included in Eastbound Report and it was the decision of the Committee that it should be included.

Attention was called to Circular Letter File 3170 on "Enameled Brick" and the Committee instructed the Secretary to prepare resolution, same as previously adopted and send to Chairman C. F. A. with letter and copy of correspondence from the Hydraulic-Press Brick Co.

Meeting adjourned until Friday Sept. 7, same time and place.

R. M. Fraser Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 367."

ST. LOUIS EASTBOUND FREIGHT COMMITEEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 6, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.

C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. R. R.—
L. E. & St. L. C. R. R.—
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened at 10:00 a. m.

Rates on Grain and Grain Products, C. L., East St. Louis to Central Freight Association Territory.

This subject was considered at meeting Aug. 14th, and in accordance with action taken, recommendation was forwarded to the Central Freight Ass'n. (See proceedings that date).

The Chairman stated that the Central Freight Association had issued call for meeting, see Advice Letter F-490½, Aug. 31st, naming date of Joint Meeting Sept. 7th, at Chicago, also, see this Committee's Circular Letter dated Sept. 3rd. Chairman further stated that he had since received letter 3rd inst., from a member, with copy of letter attached, addressed to Mr. Tucker, in which it was requested that the Joint Meeting called for the 7th inst. be postponed until after the general meeting of the Central Freight Ass'n and it was

Resolved, That the subject be deferred until after the Central Freight Ass'n meeting of September.

Proportional Rate on Wheat and Grain Products Taking Same Rates from Kansas City to Toledo, O.

The Chairman stated that at Special Meeting of the 31st ult., he was requested to docket this subject for consideration at regular meeting to-day. It being explained that one of the roads members of this Committee had issued Tariff naming Proportional rate of 12

ents per 100 lbs., on Wheat and Grain Products, taking same rate from Kansas City to Toledo, Ohio.

After a general discussion it was

Resolved, That the subject be laid over until after the September meeting of the Central Freight Ass'n.

Rates on Returned Iron Paper Cores, East St. Louis to Rumford Falls and Canton, Me.

This subject was considered at meeting 14th ult., and in line with action taken the Chairman wrote the Chicago & Alton requesting that the Tariff issued July 10th, 1900, effective July 17th, be cancelled.

The Wabash having issued tariff, naming same rate, dated July 12th, effective July 17th, was also requested to cancel same.

The Chairman stated that he had received the C. & A. cancellation Notice, Amendment No. 6 to Tariff A-353 I. C. C. No. A-82 issued Aug. 29th, 1900, effective Sept. 6th, 1900, also the Wabash issue Amendment No. 28 to Tariff 21480, B-H cancelling tariff 21480, B-B, Amendment No. 22, to I. C. C. No. 859, effective Sept. 3rd.

And in view of the above, it was

Resolved, That no further action is necessary and subject be laid on the table, Chairman Tucker to be advised of the withdrawal of the tariffs.

Minimum Weight and Number of Light Weight Range Horses or Mules Per Carload.

This subject was considered at meeting 14th ult., and recommendation forwarded to Central Freight Ass'n. as per that Ass'ns. Advice Letter F-450, Aug. 17, 1900. The Chairman stated that he had written Mr. Tucker 4th. inst., as to decisions reached by that Association and received reply today that the Trunk Line Roads had not as yet advised their views, etc., and it was

Resolved, That the subject be laid over, pending further advice from the Central Freight Ass'n.

Rates on Grape Sugar, C. L., East St. Louis to Trunk Line Territory.

This subject was considered at meeting 14th ult., and recommendation forwarded to Central Freight Ass'n.; see that Ass'n. Advice Letter F-454, Aug. 17th, 1900.

The Chairman stated that Mr. Tucker had since been in correspondence with this office, requesting further information as the subject will be considered at Central Freight Ass'n. September meeting. The correspondence being submitted, it was

Resolved, That no further action is necessary by this Committee, at least until after the Central Freight Ass'n. meeting.

Rates on Steel Bolsters and Enameling Plate, C. L., from East St. Louis to Western Termini and Trunk Line Territory.

The above subject was considered at meeting 14th ult., and in accordance with action taken the Chairman stated that he had endeavored to secure the desired information from the roads, claiming to have contracted this traffic, as to when said contracts would expire, but was unable to obtain a definite reply. The correspondence being submitted, it was

Resolved, That the subject be laid on the table.

Switching Charges from Industries in St. Louis Located on the St. L., K. & N. W. R. R. (Burlington Route.)

The above subject was considered at meeting Aug. 14th, and in accordance with action taken, the Chairman wrote Gen'l. Agent Todd and received reply Aug. 29th, stating that "As you will see by our Tariff, we handle business between St. Louis and Trunk Line Territory, via the St. L., K. & N. W. and as the St. Louis Car Co. is located on the tracks of the St. L., K. & N. W., we could not consistently charge them switching on the business forwarded by that line, such action I think would be unprecedented."

And it was

Resolved, That the individual roads, members of this Committe, hereby advise that, effective on Legal Notice, on traffic between St. Louis and the Western Termini points and Trunk Line Territory, they may absorb the switching charges from and to industries located on the tracks of the St. L., K. & N. W. R. R. in St. Louis, but will not absorb said charges from and to points in the Central Freight Ass'n. Territory west of the Western Termini of the Trunk Lines it having been stated in letter Aug. 10th, from Gen'l. Agt. Todd "That the Burlington Route does not handle any traffic from St. Louis to Central Freight Ass'n. Points west of the Western Termini of Trunk Lines.

The list of industries and the charge for switching now in effect is published in Local Freight Agts. Switching Rates, April 1st, 1898, and Amendment No. 16 hereto.

After further considering the above subject the following resolution was offered and adopted unanimously:

Resolved, That the Chairman be instructed to investigate the Switching Charge of $6.00 from the St. Louis Car Co. and the Monarch Rubber Co., on the St. L., K. & N. W. as to how it is arrived at and to whom the revenue goes.

Correspondence from Chairman Tucker Regarding Rate on Green Salted Hides, Tallow and Stearine, East St. Louis to Buckhannon, W. Va.

This subject was considered at meeting July 27th, 1900, and in line with resolution adopted the Chairman wrote G. F. A., B. & O. S W. R. R. At meeting today Chairman stated he had received B. & O. S. W. Supplement No. 4, effective Sept. 3rd, to Tariff No. H-1480 and I. C. C. 2977, cancelling rate to Buckhannon, W. Va.

And in view of same, it was

Resolved, That the Chairman advise Mr. Tucker accordingly, no further action being necessary, subject be laid on the table.

Division on Rates on Traffic from Cairo Via East St. Louis to Buffalo, Also Other Western Termini and Trunk Line Territory Points.

This subject was last considered at meeting Aug. 14th, and laid over pending further information to be secured by the Chairman.

The replies from all members being submitted, it was

Resolved, That the Chairman report the result of his investigation to Mr. Tucker.

Rates on Earth Paint, Iron Metallic, Mineral or Ochre, C. L., East St. Louis to C. F. A. and Trunk Line Territory.

The above subject was considered at Special Meeting Aug. 21st, and recommendation forwarded to the Central Freight Ass'n. as per that Association's Advice Letter F-462, Aug. 22nd, 1900.

The Chairman stated that he had received, this a. m., Information No. 418, Series A and 2419, dated Sept. 5th, 1900, authorizing 6th class rates on this Traffic to Central Freight Ass'n. and Trunk Line Territory.

And it was

Resolved, That no further action by this committee being necessary, the subject be laid on the table.

Application to Include Pig Iron, C. L., in List of Articles Upon Which Percentage Divisions Authorized in Joint Committee Circular 1609, This Committee's Special Notice Number 437, Apply.

Letter from a member on this subject was submitted. The Chairman stated that the question as to the articles upon which divisions shown in Special Notice No. 437, did not apply was considered at meeting June 5th, 1900, and it was decided that said divisions were applicable on all Traffic from the South, except Pig Iron, and it was

Resolved, That it is the sense of this Committee that

Pig Iron should not be excepted in Joint Committee Circular No. 1609 and that it should be recommended to the Central Freight Ass'n. that Joint Committee Circular No. 1609 be amended so as to make percentages authorized therein applicable on all traffic from the South routed via Cairo and East St. Louis.

Rates on Lumber, C. L., East St. Louis to Jonesboro and Gas City, Ind.

The Chairman submitted letter from a member on the subject of establishing same rates on this traffic to Gas City as in effect to Jonesboro, Gas City being immediately across the river from Jonesboro. The C., C., C. & St. L. Joint Tariff X-2230, effective Feb. 1st, names rate to Jonesboro from Cairo 11 cts. and East St. Louis 9 cts. per 100 lbs. The Chairman stated that the same subject was considered by Circular Letter Oct. 21st, 1898, and it was then decided that the rate to Gas City should be the same as to Jonesboro and it was

Resolved, That the individual roads, members of this Committee, advise that effective on Sept. 17th, the rate on Lumber, C. L., to Gas City, Ind., be made 11 cts., from Cairo, and 9 cts per 100 lbs. from East St. Louis, and the Chairman amend Joint Tariff No. 110 so as to include both Jonesboro and Gas City, Ind., at 9 cts. per 100 lbs., and in further issues of tariffs the rates to Gas City and Jonesboro be made the same.

Application for Change in Classification of Heavy Coopcrage, Bbls., Used for Catsup, Pickles, Whiskey, Wines and Vinegar.

Letter from a member was submitted with correspondence attached addressed to Chairman Gill, from a manufacturer, requesting that the Classification on this traffic be reduced from 5th class minimum 16,000 lbs., to 6th class, minimum 20,000 lbs., also requesting that the members of this Committee endorse said application to Classification Committee recommending that the change requested be granted.

After a general discussion, it was

Resolved, That the subject be left with the Chairman for investigation as to the probable Maximum Weight that can be loaded in a 34, 36 and 40-foot car, subject to be further considered at next meeting.

Application for Commodity Rate on Rough Granite, C. L., East St. Louis to Adrian, Michigan.

The Chairman submitted letter from a member with correspondence attached, requesting that a Commodity Rate be established on this traffic to Adrian, Mich., stating that the present rate on Rough Granite from Barre, Vt., to Adrian is 18 cts. per 100 while the rate is from Graniteville, Mo., to East St. Louis, 5 cts., East St. Louis to Adrian, 15 cts., total 20 cts., and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize Proportional Rate of 13 cts. per 100 lbs., on Rough Granite, C. L., from East St. Louis to Adrian, Mich., effective on Legal Notice, this to allow the East St. Louis Lines to equalize with the rates from their quarries.

Cotton Contracts With the St. Louis Cotton Compress Co. for Season 1900-1901.

The Chairman stated that in accordance with action taken at meeting June 29th, 1900, he had prepared Blank Form of Contract and sent two copies to each of the resident members for their consideration. A reminder was also sent by Circular Letter Aug. 20th. Replies have thus far been received from only five members. As the present contract expires Sept. 30th, 1900, and all members who have not already replied are requested to do so at once in order that the subject may be considered by this Committee in time for new contract to be prepared and made effective Oct. 1st, 1900.

A reply has not been received from the B. & O. S. W. R. R., Ill. Cent. R. R., L. H. & St. L. Ry., L. E. & St. L. C. R. R., and T., St. L. & W. R. R. Mr. Orr stated that the B. & O. S. W. Attorney had drawn up a contract

which has been submitted to the St. Louis Cotton Compress Co.

During a general discussion the members stated that it was their understanding that this contract was to be acted upon jointly and the following resolution was adopted:

Resolved, That Mr. Orr be requested to get the contract from the St. Louis Cotton Compress Co., and send it to the Chairman, he to have copies made and sent to each resident member, to submit to their attorneys with the statement that the Contract was drawn by the attorney of the B. & O. S. W. R. R.

Application for Reduction in Rate on Enameled Brick, C. L., East St. Louis for Trunk Line Territory.

This subject was considered at meeting Aug. 14th, the chairman later securing the information desired and matter was further considered at Special Meeting Aug. 31st., and the following action taken:

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize rates on Enameled Brick, C. L., minimum Weight 40,000 lbs. (released to the valuation of $5.00 per ton), from East St. Louis to points east of Western Termini of the Trunk Lines on basis of 26 cts. per 100 lbs., East St. Louis to New York, effective on Legal Notice.

The above resolution was submitted for vote by Central Freight Ass'n. in Advice Letter F-500, Sept. 1, 1900.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 368."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Office C., C., C. & St. L. Ry.

St. Louis, Mo., Sept. 7th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—B. D. Yoakum.
C., P. & St. L. R. R.— ——— .
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L., C. R. R.— ———.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.— ———.
T., St. L. & W. R. R. ————.

E. S. Orr, Chairman.

In consequence of several members not being present, at 11:15 the meeting adjourned until Friday, Sept. 14th, same time and place, unless some special necessity for calling meeting at earlier date.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 396."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the General Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Sept. 18, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C., P. & St. L. Ry.— ———.

C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker, B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L., C. R. R.—R A. Campbell.
T. H. & I. R. R.—H. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R. ————.

E. S. Orr, Chairman.

All members present gave their opinion as to the rate situation to the effect that the condition of affairs was improved, although some reports of irregularities. The impression prevailed that there could be no good reason why the authorized rate on cotton both domestic and export should not be maintained and it was the understanding that this would be done, the Sec'y. to see the absent members on this subject, which he did later and they expressed the same opinion. Meeting adjourned until Friday, 21st, 10:00 a. m., at the Committee Rooms, Union Station.

Subjects on the regular docket to be considered at the same time.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 370."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 21, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—G. B. Birch.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.

T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rates on Grain and Grain Products, East St. Louis to C. F. A. Territory.

This subject was considered at meeting 6th inst., and laid over until after meeting Central Freight Ass'n held 12th and 13th.

Subject being further considered at meeting today, it was

Resolved, That the Chairman take this subject up with Chairman Tucker and explain to him that the Wabash R. R. has issued Cancellation Notice, withdrawing Tariff No. 23740, effective Oct. 1st, which was issued to equalize rates through Chicago, restoring the rates to the established basis, and request that he take the subject up with the Lines running through Chicago, etc., and request them to restore their rates to the authorized basis and to advise when tariffs will become effective.

Proportional Rate on Wheat and Grain Products Taking Same Rates from Kansas City to Toledo, O., and Detroit, Michigan.

This subject was considered at meeting 6th and laid over until after meeting of the Central Freight Ass'n. Meeting held 12th and 13th.

Subject being further considered to-day, it was

Resolved, That the Chairman take the subject up with the C. & A. and the Wabash, with the view to having the Tariffs withdrawn.

Percentages Demanded by Ill. Cent. R. R. on Traffic off Their St. Louis Division Forwarded via E. St. Louis to Western Termini and Trunk Line Ter.

The Chairman submitted letters from members re-

questing that the subject be placed on the docket for consideration, and it was

Resolved, That the subject be laid over until Special Meeting, 27th inst.

Allowance to Ill. Terminal and Other Short Mileage Routes on Traffic to and from Points in C. F. A. and Trunk Line Territory.

This subject was considered at meeting 14th ult., and action forwarded to the Central Freight Ass'n. Subject was considered by the Central Freight Ass'n at meeting 12th and 13th inst., and recommendation adopted referring subject to this Committee for further action and report back to the Central Freight Ass'n.

Resolved, That consideration of the above subject be postponed until the 27th (10:00 a. m. sharp), in the meantime the Chairman to secure from Chairman Tucker copies of the agreement with the Belt or Short Lines in the vicinity of Chicago and Peoria.

Application for Change in Classification of Heavy Cooperage, Bbls Used for Catsup, Pickles, Whiskey, Wines and Vinegar.

The above subject was considered at meeting 6th inst., and laid over pending further information to be secured.

The Chairman submitted the information obtained and it was

Resolved, That the subject be deferred pending action of the Classification Committee.

Rates on Enameling Plate and Steel Bolsters, C. L., East St. Louis to Western Termini Points and Trunk Line Ter.

This subject was considered at meeting the 6th, and laid on the table.

The Chairman stated that he had received letter

from Mr. Tucker under date of Sept. 14th, requesting more specific information regarding the contracts on this traffic, and after due consideration, it was

Resolved, That the subject be tabled, as Mr. Tucker has been given all the information that can be obtained from the lines interested.

Minimum Weight and Number of Light Weight Range Horses and Mules Per Carload.

This subject was considered at meeting 6th, and laid over pending information to be received from the Central Freight Ass'n.

The Chairman stated that he had written Mr. Tucker 18th inst., and received reply, that he was unable to advise fully upon the proposition but expected the matter would be disposed of this week, and it was

Resolved, That the subject be laid over pending action of the Central Freight Ass'n.

Switching Charges from Industries in St. Louis Located on the St. L. K. & N. W. (Burlington Route) and Wabash R. R.'s.

The subject of switching charges from Industries located on the St. L. K. & N. W. R. R. (Burlington Route) was considered at meeting 6th inst., and in line with resolution adopted the Chairman submitted the information he had secured, and it was

Resolved, That in view of the information received and resolution adopted at meeting 6th inst., no further action is necessary and subject be laid on the table.

Application for Commodity Rate on Grape Sugar from East St. Louis When from St. Louis, Mo.

The above subject was last considered at meeting 6th inst., and laid over until after meeting Central Freight Ass'n, Sept. 12th and 13th.

The Chairman called attention to Central Freight Association Advice Letter F-536, Sept. 19th, stating that the application contained in Central Freight Ass'n

Advice No. F-464 had been declined by that Ass'n and it was

Resolved, That the subject be laid over until next meeting and Chairman Tucker be requested to furnish a copy of the information secured from Chief Inspector Rainer, regarding shipments of this Commodity from St. Louis.

Issuing Clear Bills of Lading on Lumber for Export in Connection with Certificates and Seal of National Lumber Exporters' Association.

The above subject was last considered at meeting July 13th, 1900, and the application forwarded to Central Freight Association for joint consideration.

The Chairman received letter from Mr. Tucker Sept. 14th, stating that the subject had been considered by the Central Freight Ass'n and it was decided that it would be inadvisable to comply with the request of the National Lumber Exporters' Ass'n, this is in harmony with action of the Trunk Line Ass'n.

Resolved, That the subject be laid on the table.

Rates on Enameled Brick, C. L., East St. Louis to Western Termini and Trunk Line Territory.

The Chairman stated that this subject had been considered at Special Meeting Aug. 14th, (see proceedings Sept. 6th, 1900) and he had written, 18th, for result of vote on the proposition, information not having been received, and it was

Resolved, That the subject be laid over until next meeting.

Proper Rate to Apply on Tequesquite from East St. Louis to Eastern Points.

This subject was last considered at meeting July 13th, 1900, and in line with action taken the Chairman wrote Mr. Gill of the Official Classification Committee for ruling as to proper rate to apply on this traffic and received reply, 17th inst., as follows:

"I have to advise that a Chemical Analysis of this article shows that it consists essentially of Crude Carbonate of Soda, otherwise commonly known as Soda Ash, hence, shipments corresponding to sample are properly subject to the classification provided for Soda Ash, L. C. L., 4th, C. L. 6th classes."

The Chairman called attention to there being at present a Commodity Rate on Soda Ash, from East St. Louis to C. F. A. and Trunk Line Territories, and it was

Resolved, That the Chairman advise G. F. A. Lincoln, Mo. Pac., of the ruling of the Official Class'n Committee.

And be it further

Resolved, That the Chairman issue Special Notice authorizing ruling contained in Chairman Gill's letter Sept. 17th, 1900, no further action being necessary, subject be laid on the table.

Insurance Contract With the St. Louis Cotton Compress Co. for Season 1900-1901.

This subject was considered at meeting 6th, and in accordance with resolution adopted two copies of the contract prepared by the attorney of the B. & O. S. W. R. R. were sent each resident member with Circular Letter dated Sept. 10th, 1900.

The Chairman stated that he had received replies from two of the members, one stating that they would be governed by the contract submitted July 13th, 1900, same as at present in effect and which expires Sept. 30th, 1900. The other member stated that they saw no objection to the one submitted by the B. & O. S. W. R. R.

After a general discussion, it was

Resolved, That the matter be laid over, the Chairman to report further at the first special meeting.

Application for Special Rate on Passenger Coaches, K. D., for Export.

The Chairman submitted letter requesting Special

Rate on this traffic, and he was instructed to write Chairman Tucker giving him full information on the subject.

Application for Commodity Rate on Rough Granite, C. L., East St. Louis to Adrian, Mich.

The above subject was considered at meeting 6th, and recommendation forwarded to the Central Freight Ass'n and submitted by that Ass'n in Advice No. F-517.

The Chairman stated that he had received letter from Mr. Tucker, also C. F. A. Advice No. F-539, stating that the recommendation had been declined, and it was

Resolved, That the subject be laid on the table.

Reduced Rate on H. H. Goods, from Galveston Account of Flood Sufferers.

The Chairman submitted letter from a member in which he states that they have an inquiry from G. F. A., G. C. & S. F. R. R. as to whether they will join in half-rate on H. H. Goods, Galveston to Louisville, and probably other points, account of Flood Sufferers.

After due consideration, it was

Resolved, That the lines be permitted to take individual action.

Application to Include Pig Iron, C. L., in List of Articles Upon Which Percentage Divisions Authorized in Joint Committee Circular No. 1609, This Committee's Special Notice No. 437 Apply.

The above subject was considered at meeting 6th inst., and resolution forwarded to Central Freight Ass'n. (See Central Freight Ass'n. Advice F-529, Sept. 15th, 1900.)

The Chairman stated that he received letter Sept. 20th, from Mr. Tucker, making inquiry as to why Pig Iron had been excepted from list of Articles upon which these percentage divisions apply,

And it was

Resolved, That the Chairman reply to Mr. Tucker that none of the members here have any recollection as to why Pig Iron was excepted from the application of Joint Committee Circular No. 1609, this Committee's Circular No. 437, and that they are all in favor of its being included.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 371."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Sept. 21, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—G. B. Birch.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

N. W. Taylor, Chairman.

All members present expressed the opinion that the rate situation was improving. Some apparent irregularities were referred to but no definite action taken except the resolution which appears in a Joint Letter, dated 25th, addressed to the Trunk Line Traffic Officials, signed by all members of the Committee.

Meeting adjourned until Tuesday, 25th inst., 11:00 a. m., at the Gen'l. Office, C., C., C. & St. L. Ry.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 372."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Sept. 25, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—G. B. Birch.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.— ———.
L. H. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

N. W. Taylor, Chairman.

Members expressed their opinion about same as last meeting. Irregularities on export flour, P. H. P., and Cotton, part of which was covered by old contracts. The members were again reminded that the Insurance contracts with the St. Louis Cotton Compress Co. would expire Sept. 30th, and as yet no definite action taken for the future. Subject laid over until meeting 28th.

Letter 24th from Chairman Tucker regarding possible irregularities in rates on Cotton, was submitted by a member and the Secretary was instructed to write Mr. Tucker for specific information.

An urgent request was made that in future all members should attend meetings promptly at hour named, which was promised.

Meeting adjourned until Friday, 26th, same time and place.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 373."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee.

St. Louis, Mo., Sept. 27th, 1900.

Representation:

B. & O. S. W. R. R.—E. Keane.
C. & A. R. R.— ———.
C. P. & St. L. Ry.—W. M. Bushnell
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. H. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

R. M. Fraser, Chairman.

Meeting convened at 10:00 a. m.

Allowance to Illinois Terminal and Other Short Mileage Roads on Traffic to and From Points in C. F. A. and Trunk Line Territory.

At meeting 21st inst., the Chairman was instructed to get copy of the Agrements with Belt or Short Line Roads in the vicinity of Chicago, Peoria, etc.

The Chairman stated that he wrote Mr. Tucker and received copies of Information No. 316, 387 and 421, Series A and Nos. 2072, 2322 and 2240.

After due consideration of the recommendation contained in Chairman Tucker's letter, Sept. 15th, the following action was taken:

Whereas, This Committee has carefully considered the subject of allowance to short line roads, via the East St. Louis and neighboring gateways, as requested

by action of the Central Freight Association meeting Sept. 13th, and find that it is impracticable at the present time to establish a per car basis, as suggested, and

Whereas, We recognize the importance of revising the divisions allowed the short lines through the East St. Louis gateways, Edwardsville, Edwardsville Junction and Edwardsville Crossing, but that in considering this it involves the question of divisions through the Northern Illinois Junctions, that is to say, the Central Freight Association Line are now prorating on Alton business by the way of Springfield, Peoria and Bloomington, etc., on a percentage basis, allowing the short lines very much in excess of what is allowed the short lines via East St. Louis, both on Alton and Bellville traffic. In view of these conditions, be it

Resolved, That it is the sense of this Committee that action be taken as promptly as possible by the appointment of a Committee by the Central Freight Ass'n. to take under consideration the whole subject.

And be it further

Resolved, That pending this action, in justice to the T., St. L & S. W. R. R., the Wabash R. R. and C., C., C. & St. L. Ry., they should be authorized to pro-rate with the Illinois Terminal R. R. by way of Edwardsville, Edwardsville Junction and Edwardsville Crossing, respectively, on Alton business, upon the same basis that Central Freight Association Lines now pro-rate on Alton and Belleville business via East St. Louis, viz.: 15 per cent to Trunk Line, 17½ per cent to Western Termini and 20 per cent to Central Freight Association Points, as authorized by C. F. A. Circular 1967, Joint Committee Circular 1675, this Committee's Special Notice No. 446.

The Chairman to secure the vote of the C. & A. Ry., L. E. & St. L. C. R. R. and T., St. L. & W. R. R.

Note.—The vote of all absent members not as yet received, the subject will be on docket for next regular meeting.

Rates on Grain and Grain Products, C. L., East St. Louis to Central Freight Association Territory.

The above subject was considered at meeting 21st, and in line with action taken, the Chairman wrote Mr. Tucker and received reply Sept. 25th, file 6835, which was submitted, and it was

Resolved, That the Chairman issue call for meeting of Rate Clerks to apply on Grain and Grain Products and Corn, in carloads, from East St. Louis to points in Central Freight Association Territory. The list of basing points to be increased and the rates agreed upon to be used as a basis for a revision of rates from Upper Mississippi River Crossings, etc.

Rates on Paint, Earth, Iron or Ochre, C. L., From East Louis to C. F. A. and Trunk Line Territories.

Letter from Chairman Tucker was read relative to eliminating Metallic and Mineral Paints from Central Freight Ass'n. Information No. 418-A and 2419 which named 6th class rates on these articles, etc.

And it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n., that Information No. 418, Series A., and 2419, naming rates on Paints, Earth, Iron, Metallic, Mineral or Ochre, C. L., from Chicago and East St. Louis to all points in Central Freight Association and Trunk Line Territory to be cancelled and re-issued naming 6th class rates on Paint, Earth, Iron or Ochre, Dry, in sacks, barrels, bags or in bulk, in carloads, with the understanding that the rates on Mineral and Metallic Paints between all other points in Trunk Line and Central Freight Association Territories will be on basis provided therefor in the Official Classification.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 374."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Sept. 28, 1900.

Representation:

B & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—B. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry. ————.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. W. R. R.—W. J. Scott

B. D. Yoakum, Chairman.

Apparently very little, if any, change in the rate situation from what was reported at last meeting. Secretary reported that as instructed, meeting 25th, he wrote Chairman Tucker for Information regarding cotton rates and received reply to the effect that he was unable to give more than stated in letter 24th.

Regarding St. Louis Cotton Compress Co. contract, the Secretary was instructed to confer with President and Secretary and endeavor to have them execute the form of contract submitted by the B. & O. S. W. R. R. Failing in this, he was to notify them that their notes would not be accepted in exchange for bills of lading on and after Oct. 1st, result of conference to be reported to the members, Saturday a. m.

R. M. Fraser, Secretary.

Adjourned.

"Complainant's Exhibit Fraser No. 375."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Office of the Chairman, 404-406 Union Station.

St. Louis, Mo., Sept. 29, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.— ———.
C. P & St. L. Ry.— ———.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.
L. E. & St. L. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor
The Wabash R R.— ———.
T., St. L. & W. R. R.—W. J. Scott.

The Secretary reported result of his conference with the President and Secretary of the St. Louis Cotton Compress Co., which was to the effect that they declined to execute the B. & O. S. W. R. R. Form of Contract with a Surety or Guarantee Bond in addition to their St. Louis Cotton Compress Company guarantee. They would, however, execute the New Form of Contract, omitting the Surety Bond or would renew the contract now in effect, or would extend the present contract for 30 days to give time for further consideration.

Under my instructions I notified Prest. Duncan and Sec'y. Lande that their cotton notes would not be exchanged for bills of lading on and after Oct. 1st. I stated to Messrs. Duncan and Lande that I would endeavor to have a conference with the members and if any change was to be made in the notice, I would advise. The result of the meeting is shown in Circular Letter dated Oct. 1st, file 3382 (copy attached).

Note.—Mr. Orr stated that he had no objections to make if the other members wished to extend the present contract, but he could not agree to do it for the B. &

O. S. W. R. R. Mr. Taylor was not present, but was conferred with by phone and favored the extension. The other members not present could not be reached by "Phone."

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 376."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of Rate Clerks, Held in the Office of the Chairman.

St. Louis, Mo., Oct. 2nd, 1900.

Representation:

B. & O. S. W. R. R.—J. Dougal.
C. & A. R. R.— ———.
C. P. & St. L. Ry.—W. P. Bergs, by J. G. Reynolds.
C., C., C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.— ———.
L. E. & St. L. Ry.— ———.
L. H. & St. L. Ry.— ———.
The Wabash R. R.—E. G. Wylie, J. F. Van Leer.
T. H. & I. R. R.—G. L. Stevens.
T., St. L. & W. R. R.—R. H. Sheill.

Rates on Grain and Grain Products, C. L., East St. Louis to C. F. A. Points.

At a meeting Sept. 27th, the Chairman was instructed to call meeting of Rate Clerks to check in rates on Corn, other Grain and Grain Products, to points in Central Freight Association, to be used as a basis for rates from East St. Louis and Upper Mississippi River Eastbank Points, etc.

At meeting today the rate clerks took action and checked in rates as follows:

Whereas, The lines leading from the Upper Mississippi River Crossings have established the Toledo Rates

on Corn and other Grain and Grain Products to a number of basing points in Central Ohio which, if continued, will result in the lines leading from East St. Louis reducing their present rate to any important basing points, such as Cincinnati, Louisville, New Albany, etc., be it

Resolved, That we ignore this condition in checking our rates from East St. Louis and held the Toledo Corn Rates only to points on and north of the T., St. L. & W. R. R. from Bluffton, Ind., to Toledo, O., inclusive, otherwise the rate shall be lined up to the present authorized figures on Lake Ports, etc., in the usual manner; be it further

Resolved, That the lines leading from Upper Mississippi River Congress be asked to observe this same rule when establishing their rates.

To State.	East St. Louis. Grain and Corn.	Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain and Corn.	Products.
Adrian, Mich.	9	10	9	10
Akron, Ohio	10	11	10	11
*Alexandria, Ind.	9	9	8	8
Albion, Mich.	9	10	9	10
Allegan, Mich.	9	10	9	10
Alliance, Ohio	10	11	10	11
Alverton, Ohio	9	10	9	10
§Anderson, Ind.	9	9	8	8
Ann Arbor, Mich.	9	10	9	10
*Ansonia, Ohio	10	10	9	10
*Arcanum, Ohio	10	10	9	10
*Argus, Ind.	9	9	8	8
Ashland, Ky.	11½	11½	11½	11½
Ashtabula, Ohio	11½	11½	11½	11½
Athens, Ohio	10	11	10	11
Attica, Ind.	7	7	7	7
Augusta, Mich.	9	10	9	10
Avilla, Ind.	9	10	9	10
Battle Creek, Mich.	9	10	9	10
*Bayard, Ohio	11½	11½	10	11
Bay City, Mich.	9	10	9	10
Beach City, Ohio	10	11	10	11
Beaver Falls, Pa.	11½	11½	11½	11½
Bedford, Ind.	10	10	10	10
*Bellaire, Ohio	11½	11½	10	11
*Bellefontaine, Ohio	10	10	9	10

To State.	East St. Louis. Grain and Corn.	Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain and Corn.	Products.
Belleville, Ohio	10	11	10	11
Benton Harbor, Mich.	9	10	9	10
Berwick, Ohio	10	11	10	11
Big Rapids, Mich.	9	10	9	10
*Bluffton, Ind.	9	10	9	9
*Bluffton, Ohio	10	10	9	10
Bolivar, Ind.	9	9	9	9
Bowerston, Ohio	11½	11½	11½	11½
*Bowling Green, Ohio	10	10	9	10
Brazil, Ind.	7	7	8	8
Bremen, Ohio	10	11	10	11
*Bryan, Ohio	9	10	10	11
Bucyrus, Ohio	10	11	10	11
Buffalo, N. Y.	11½	11½	11½	11½
*Bunker Hill, Ind.	9	9	8	8
Butler, Ind.	9	10	9	10
Cadillac, Mich.	18½	18½	18½	18½
Cambridge, Ohio	11	11	11	11
Cambridge City, Ind.	10	10	10	10
Canal Dover, Ohio	11	11	11	11
Canton, Ohio	10	11	10	11
*Carey, Ohio	10	10	9	10
Cassopolis, Mich.	9	10	9	10
Cecil, Ohio	9	10	9	10
*Celina, Ohio	10	10	9	10
Centerburg, Ohio	10	11	10	10
Charlotte, Mich.	9	10	9	10
Chillicothe, Ohio	10	11	10	11
Circleville, Ohio	10	11	10	11
*Clarks Hill, Ind.	7	7	8	8
Claypool, Ind.	9	9	9	9
Cleveland, Ohio	10	11	10	11
Clyde, Ohio	10	11	10	11
Columbus, Ind.	10	10	9	10
Columbus, Ohio	10	10	10	10
Connersville, Ind.	10	10	9	10
Continental, Ohio	9	10	9	10
Coshocton, Ohio	10	11	10	11
Covington, Ind.	7	7	7	7
Crawfordsville, Ind.	7	7	7	7
Crestline, Ohio	10	11	10	11
Creston, Ohio	10	11	10	11
§Crown Point, Ind.	9	9	7	7
*Dayton, Ohio	10	10	9	10
Decatur, Ind.	9	10	9	10
Defiance, Ohio	9	10	9	10
Delaware, Ohio	10	10	10	10
*De Long, Ind.	9	9	8	8
Delphi, Ind.	8	8	8	8
Delphos, Ohio	9	10	9	10
*Denver, Ind.	9	9	8	8

To State.	East St. Louis. Grain and Corn.	Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain and Corn.	Products.
*Deshler, Ohio	10	10	9	10
Detroit, Mich.	9	10	9	10
Dresden, Ohio	11	11	11	11
Dunkirk, N. Y.	11½	11½	11½	11½
Dunreith, Ind	10	10	10	10
Durand, Mich.	9	10	9	10
§Dyer, Ind.	9	9	7	7
Eaton Rapids, Mich.	9	10	9	10
Elmore, Mich.	9	10	9	10
Elkhart, Ind.	9	9	9	9
*Elwood, Ind.	9	9	7	7
Elyria, Ohio	10	11	10	11
Erie, Pa.	11½	11½	11½	11½
Fair Oaks, Ind.	8	8	8	8
Farwell, Mich.	9	10	9	10
*Findley, Ohio	10	10	9	10
Flint, Mich.	9	10	9	10
Forest, Ohio	10	10	9	10
Ft. Wayne, Ind.	9	10	9	10
*Fostoria, Ohio	10	10	9	10
Frankfort, Ind. (Clinton Co.)	7	7	7	7
*Franklin, Ind.	10	10	9	9
*Franklin, Ohio (Warren Co.)	10	10	9	10
Franklin, Pa. (Venange Co.)	11½	11½	11½	11½
Fremont, Ohio	10	11	10	11
Galion,, Ohio	10	11	10	11
Gallipolis, Ohio	10	11	10	11
*Gas City, Ind.	9	9	9	10
Girard, Pa. (Erie, Co.)	11½	11½	11½	11½
Goodland, Ind.	8	8	8	8
Goshen, Ind.	9	9	9	9
*Gosport, Ind.	7	7	9	10
Grafton, Ohio	10	11	10	11
Grand Haven, Mich.	9	10	9	10
Grand Junction, Mich.	9	10	9	10
Grand Rapids, Mich.	9	10	9	10
Granger, Ind.	9	9	9	9
Greenfield, Ohio (Highland Co.)	10	11	10	11
*Greensburg, Ind.	10	10	9	10
Green Springs, Ohio	10	11	10	11
Greenville, Mich.	9	10	9	10
*Greenville, Ohio (Dork Co.)	10	10	9	10
Greenville , Pa. (Mercer Co.)	11½	11½	11½	11½
*Griffith, Ind.	9	9	7	7
Hagerstown, Ind.	10	10	10	10
Hamburg, Mich.	9	10	9	10
*Hamilton, Ohio (Butler Co.)	10	10	9	10
*Hanna, Ind.	9	9	8	8
Hanover, Mich.	9	10	9	10
Hartford City, Ind.	9	9	9	9
*Hibbard, Ind.	9	9	8	8

To State.	East St. Louis. Grain Corn.	East St. Louis. and Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain Corn.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). and Products.
Hillsboro, Ohio	10	11	10	11
*Hillsdale, Ind.	7	7	8	8
Hillsdale, Mich.	9	10	9	10
§Hobart, Ind.	9	9	7	7
Holgate, Ohio	9	10	9	10
Holland, Mich. (Ottawa Co.)	9	10	9	10
Holly, Mich.	9	10	9	10
Homer, Mich.	9	10	9	10
Homewood, Pa. (Beaver Co.)	11½	11½	11½	11½
Howard City, Mich.	9	10	9	10
Hudson, Mich.	9	10	9	10
Huntington, Ind.	9	10	9	10
Imlay City, Mich.	9	10	9	10
Indianapolis, Ind.	7	7	7	7
Ionia, Mich.	9	10	9	10
Ironton, Ohio	10	11	10	11
Ithaca, Mich.	9	10	9	10
Jackson, Mich.	9	10	9	10
Jackson, C. H., Ohio	10	11	10	11
Jamestown, N. Y.	11½	11½	11½	11½
Jamestown, Pa.	11½	11½	11½	11½
Jerome, Mich.	9	10	9	10
Junction City, Ohio	10	11	10	11
Kalamazoo, Mich.	9	10	9	10
*Kenton, Ohio	10	10	9	10
Kinisland, Ind.	9	10	9	10
*Knightstown, Ind.	10	10	9	10
*Kohoma, Ind.	9	9	8	8
§La Crosse, Ind.	9	9	8	8
La Fayette, Ind.	7	7	7	7
Lancaster, Ohio	10	11	10	11
Lansing, Mich.	9	10	9	10
§La Paz Junction, Ind.	9	9	8	8
Lapeer, Mich.	9	10	9	10
§La Porte, Ind.	9	9	8	8
*Latty, Ohio	10	10	9	10
Lebanon, Ind.	7	7	7	7
Leetonia, Ohio	11½	11½	11½	11½
*Lima, Ohio	10	10	9	10
*Linden, Ind.	7	7	8	8
Linden, Ohio	10	11	10	11
Linesville, Pa.	11½	11½	11½	11½
Logansport, Ind.	8	8	8	8
London, Ohio (Madison Co.)	10	10	10	10
Lorain, Ohio	10	11	10	11
Loveland (Cleremont Co.)	10	10	10	10
Ludington, Mich.	6th class.		6th class	
*Ludlow, Ohio (Or Ludlow Falls)	10	10	9	10
*Lynn, Ind. (Randolph Co.)	10	10	9	10
McArthur, Ohio	10	11	10	11
*McComb, Ohio	10	10	9	10

To State.	East St. Louis. Grain and 6th class. Corn.	Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain and 6th class Corn.	Products.
Mackinaw City, Mich				
Madison, Ind.	10	10	10	10
Manistee, Mich.	18½	18½	18½	18½
Mansfield, Ohio	10	11	10	11
Marietta, Ohio	10	11	10	11
Marion, Ind. (Grant Co.)	9	9	9	9
Marion, Ohio (Marion Co.)	10	10	10	10
Marshall, Mich.	9	10	9	10
Martine Ferry, Ohio	9	9	..	..
Martinsville, Ind.	7	7	9	9
Masillion, Ohio	10	11	10	11
Meadville, Pa.	11½	11½	11½	11½
*Meekers, Ohio	10	10	9	10
*Michigan City, Ind.	9	9	8	8
Middleport, Ohio	10	11	10	11
*Middletown, Ohio	10	10	9	10
Milford Center, Ohio (Union Co.)	10	10	10	10
Milford Junction, Ind.	9	9	9	9
Mishawaka, Ind.	9	9	9	9
Mitchell, Ind.	10	10	10	10
Monroeville, Ohio	10	11	10	11
Monteith, Mich.	9	10	9	10
Monticello, Ind.	8	8	8	8
*Mt. Gilead, Ohio	10	11	10	10
Mt. Pleasant, Mich.	18½	18½	18½	18½
*Mt. Vernon, Ohio (Knox Co.)	10	11	10	10
Muncie, Ind.	9	9	9	9
Muskegon, Mich.	9	10	9	10
Musselmans, Ohio	10	11	10	11
Navarre, Ohio	10	11	10	11
*Newark, Ohio	10	11	10	10
*New Buffalo, Mich	9	9	8	8
New Castle, Ind. (Henry Co.)	10	10	10	10
New Castle, Pa. (Lawrence Co.)	11½	11½	11½	11½
New Comerstown, Ohio	10	11	10	11
N. Lexington, Ohio (Perry Co.)	10	11	10	11
New Philadelphia, Pa.	10	11	10	11
New Ross, Ind.	7	7	7	7
*Niles, Mich.	9	9	8	8
Niles, Ohio (Trumbell Co.)	11½	11½	11½	11½
Noblesville, Ind.	8	8	..	..
*North Judson, Ind.	9	9	8	8
N. Manchester, Ind.	9	9	9	9
*N. Vernon, (Jennings Co.)	10	10	9	10
Norwalk, Ohio	10	11	10	11
Oak Harbor, Ohio	10	11	10	11
Ohio City, Ohio	9	10	9	10
Oil City, Pa.	11½	11½	11½	11½
Oneida, Ohio	10	11	10	11
Orrville, Ohio	10	11	10	11
Owosso, Mich.	9	10	9	10

To State.	East St. Louis. Grain Corn.	East St. Louis. and Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain Corn.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). and Products.
Oxford, Ind.	7	7	7	7
Oxford, Mich.	9	10	9	10
Painesville, Ohio	11½	11½	11½	11½
Pentwater, Mich.	18½	18½	18½	18½
*Peru, Ind.	9	9	8	8
*Piqua, Ohio	10	10	9	10
Pittsburg, Pa.	11½	11½	11½	11½
Plainwell, Mich.	9	10	9	10
*Plymouth, Ind.	9	9	8	8
Mt. Pleasant, Ohio (Gallia Co.)	10	11	10	11
Port Huron, Mich	9	10	9	10
*Portland, Ind (Jay Co.)	10	10	9	10
Portsmouth, Ohio	10	11	10	11
Ravona, Ohio	10	11	10	11
*Redwey, Ind.	10	10	9	10
Reed City, Mich.	18½	18½	18½	18½
Richmond, Ind. (Wayne Co.)	10	10	10	10
Ridgville, Ind.	10	10	10	10
Roachdale, Ind.	7	7	7	7
*Rochester, Ind.	9	9	8	8
Rochester, Mich.	9	10	9	10
*Rushville, Ind.	10	10	9	10
Saginaw City, Mich.	9	10	9	10
Sandusky, Ohio	10	10	10	11
*Savona, Ohio	10	10	9	10
School Craft, Mich.	9	10	9	10
Seymour, Ind.	10	10	9	10
Sharpsville, Pa.	11½	11½	11½	11½
Shawnee, Pa. (Perry Co.)	10	11	10	11
Shelby, Ohio	10	11	10	11
*Shelbyville, Ind.	10	10	9	10
*Sidney, Ohio	10	10	9	10
*South Bend, Ind	9	9	8	8
*S. Charleston, Ohio	10	10	9	10
So. Haven, Mich.	9	10	9	10
Sparta, Mich.	9	10	9	10
*Spencerville, Ohio	10	10	9	10
*Springfield, Ohio	10	10	9	10
Sterling, Ohio (Wayne Co.)	10	11	10	11
Steubenville, Ohio	11½	11½	11½	11½
*Stillwell, Ind.	9	9	8	8
Stonesboro, Pa.	11½	11½	11½	11½
Sturgis, Mich.	9	10	9	10
*Terre Haute, Ind.	6	6	8	8
*Thomaston, Ind.	9	9	8	8
Three Rivers, Mich.	9	10	9	10
Thurston, Ohio	10	11	10	11
*Tiffin, Ohio	10	11	9	10
Tipton, Ind.	8	8	..	..
Toledo, Ohio	9	10	9	10
Traverse City, Mich.	23	23	23	23

To State.	East St. Louis. Grain and Corn.	East St. Louis. Products.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Grain and Corn.	Upper Mississippi River Crossings. (C., R. I. & P. Tariff 7563-A). Products.
*Troy, Ohio (Miami Co.)	10	10	9	10
Uhrivheville, Ohio	11½	11½	11½	11½
*Union City, Ind.	10	10	9	10
*Upper Sandusky, Ohio	10	10	9	10
*Urbana, Ohio	10	10	9	10
Valparaiso, Ind.	9	9	8	8
*Van Wert, Ohio	10	10	9	10
Veedersburg, Ind.	7	7	7	7
*Versailles, Ohio	10	10	9	10
Vicksburg, Mich. (Kalamazoo Co.).	9	10	9	10
*Vincennes, Ind.	6	6	10	10
*Wabash, Ind.	9	9	9	10
*Walkerton, Ind.	9	9	8	8
*Wanatah, Ind.	9	9	8	8
Warsaw, Ind.	9	9	9	9
Warwick, Ohio	10	11	10	11
Wasepi, Mich.	9	10	9	10
*Washington, Ohio	10	10	10	11
Waverly, Ohio	10	11	10	11
*Welker, Ohio	10	10	9	10
Wellington, Ohio	10	11	10	11
*Wellsboro, Ind.	9	9	8	8
Wellson, Ohio	10	11	10	11
Wheeling, W. Va.	11½	11½	11½	11½
*Wilders, Ind.	9	9	8	8
*Wilmington, Ohio	10	10	10	11
*Winchester, Ohio	10	10	9	10
*Xenia, Ohio	10	10	9	10
Youngstown, Ohio	11½	11½	11½	11½
Ypsilanti, Mich.	9	10	9	10
Zanesville, Ohio	11	11	11	11

* Shows points to which rates from Upper Mississippi River Crossings should be made same as from East St. Louis.

§ Shows points to which the present rates from Upper Mississippi River Crossings will be conceded by the East St. Louis Lines.

R. M. Fraser, Chairman.

"Compainant's Exhibit Fraser No. 377."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Office C. C. C. & St. L. Ry.

St. Louis, Mo., Oct. 8, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—
W. D. Holliday, Chairman.

All members reported generally an improvement in Domestic Rates but export rates continue irregular, particularly on Flour and Packing House Products.

The subject of contract with the St. Louis Cotton Compress Co. was brought up and it was decided to defer action until meeting Friday 12th inst., C. C. C. & St. L. Ry. Office; at that time it is the intention to consider and act upon the following resolution:

Resolved, That on and after Nov. 1st, 1900, all lines, members of the St. Louis Eastbound Freight Committee, will discontinue the practice of issuing bills of lading on cotton notes or cotton receipts and will thereafter handle the business on the same basis as any other commodity.

Meeting adjourned until Friday 5th, 11:00 a. m., C. C. C. & St. L. Ry. Office.

R. M. Fraser, Secretary.

File 4L32.

"Complainant's Exhibit Fraser No. 378."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Oct. 12, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay, by R. M. Fraser.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—
R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Grain and Grain Products, C. L., East St. Louis, to C. F. A. Points.

At meeting Sept. 27th the following action was taken:

Resolved, That the Chairman issue call for meeting of the Rate Clerks for Tuesday, Oct. 2nd, for the purpose of checking in a list of the rates to apply on Grain and Grain Products and Corn, in carloads, from East St. Louis to points in Central Freight Ass'n Territory. The list of basing points to be increased and the rates to be agreed upon to be used as a basis for the revision of rates on this traffic, from Upper Mississippi River Crossings, etc.

At meeting of the Rate Clerks, 2nd inst., a list of rates were checked in as shown in Proceedings of Rate Clerks' Meeting, Oct. 2nd, 1900.

Subject being further considered to-day, it was

Resolved, That Chairman Tucker be requested to submit the rates as checked in by the St. Louis Committee, to the Upper Mississippi River Crossings Roads, with the request that they line their rates up in accordance therewith, he to advise result as early as possible.

Proportional Rates on Wheat and Grain Products, Taking Same Rates from Kansas City to Detroit and Toledo, O.

At meeting held 21st ult., the above subject was considered and the Chairman instructed to take the matter up with the C. & A. and the Wabash with the view of having Tariffs withdrawn.

The C. & A. advised by letter Sept. 28th, the Wabash advised that they had the subject under consideration and would reply later.

Resolved, That the subject be laid over until next Special Meeting.

Minimum Weight and Number of Light Weight Range Horses and Mules Per Carload.

The above subject was considered at meeting Sept. 21st, and laid over pending action of the Central Freight Association. The Chairman submitted letter from Mr. Tucker, dated Sept. 26th, file F-450 and after further consideration of the matter today, it was

Resolved, That the individual roads, members of this Committee, again recommend to the Central Freight Association that on Range Horses and Small Mules, released to a valuation of $10.00 per head, the same rules be applied when going to Central Freight Ass'n and Trunk Line Territory, as authorized to the Virginias, in Central Freight Ass'n Information No. 95-A.

Allowance to Illinois Terminal and Other Short Line Mileage Roads on Traffic to and from Points in C. F. A. and Trunk Line Territory.

The Chairman stated that in line with action taken at meeting 27th ult., he had secured the vote of the absent members (the T. St. L. & W. and L. E. & St. L. C. R. R.) but had not as yet received the vote of the C. & A. Ry., and it was

Resolved, That the subject be laid over until next regular meeting.

Percentages Demanded by Illinois Central Railroad on Traffic off Their St. Louis Division Forwarded via E. St. Louis to Western Termini and Trunk Line Territory.

The above subject was considered at meeting 21st and laid over and after further consideration today, it was

Resolved, That the subject be laid over until next regular meeting.

Application for Commodity Rate on Grape Sugar from East St. Louis When from St. Louis, Mo.

At meeting of Sept. 21st this subject was laid over pending information to be obtained from Chairman Tucker.

Letter from Mr. Tucker, dated Sept. 24th, file F-454 and F-436, was submitted and it was

Resolved, That the subject be laid on the table.

Request for Reduction in Rates on Cotton from the South, Both for Export and for Domestic Use in New England Territory in Competition With Routes via South Atlantic Ports.

Chairman submitted the correspondence on this subject, and it was

Resolved, That the Chairman advise the applicant that it is the opinion of the members of this Committee

that no reduction can consistently be made in the present rates on Cotton, either for Domestic use or for Export and subject be tabled.

Rates on Enameled Brick, C. L., East St. Louis to New York City, Only.

The Chairman submitted the following letter from Mr. Tucker, Oct. 8th, file F-500.

"It is stated that some of the initial lines from East St. Louis are about to make rate of 23 cents to Baltimore on Enameled Brick, carloads, from East St. Louis based on Information No. 423-A.

If such action is taken it will be entirely incorrect as rate of 26 cents applies only to New York City and it is not to be used as a basis for making rates to other Eastern Cities. It seems to me essential that all East St. Louis lines should clearly understand this matter so as to avoid trouble in future."

And it was

Resolved, That the Chairman issue Circular Letter to the effect that the rate on Enameled Brick, C. L., viz.: 26 cents per 100 lbs. named in Special Notice No. 1029, C. F. A. Information 423, series A, applies on this traffic from East St. Louis to New York City only and this authority is not to be used as a basing rate either from or to other points.

Application to Include Pig Iron, C. L., in List of Articles Upon Which Percentage Divisions Authorized in Joint Committee, Circular No. 1609, This Committee's Special Notice No. 437, Apply.

This subject was last considered at meeting Sept. 21st. The Chairman stated that he had advised Mr. Tucker in line with action taken and received reply, Oct 8th, file F-529, which was submitted, and it was

Resolved, That the subject be laid on the table.

To Eliminate "Distillers Grain" from Grain Products List Account of Combustion.

The Chairman stated that he had received letter Oct.

8th, file 725, from Chairman Tucker, requesting the views of this Committee on the proposition contained in C. F. A. Advice Letter F-574, dated Oct. 4th, 1900.

And it was

Resolved, That in view of the fact, that no "Distillers' Grain" is shipped from East St. Louis and the facts concerning this Commodity are obtainable by the Peoria Committee, we desire to leave it to that Committee to make recommendation to the Central Freight Association and this Committee is willing to concur in resolution adopted by the Peoria Committee.

Rates on Enameled or Black Plate and Steel Bolsters to Western Termini and Trunk Line Points.

This subject was considered at meeting 21st, and laid on the table, and Chairman Tucker advised accordingly.

The Chairman submitted letter Sept. 24th, file x 336 from Mr. Tucker in which he again requested to be advised when contracts on this traffic would expire and the traffic naming the unauthorized rates be cancelled, and it was

Resolved, That the Chairman call the roll to ascertain what roads have contracts on this traffic and when same would expire.

The roll being called the representatives of the B. & O. S. W.—C. P. & St. L.—C. C. C. & St.—Illinois Central—L. E. & St. L. C. and T. H. & I. stated they had no contracts on this traffic.

The representative of the C. & A. stated that there was no change in conditions since letter Sept. 6th, i. e. "the present arrangements of this Company on the Commodities referred to will not permit us at this time to consider a proposition looking to the advance in these rates. At the expiration of the current year we doubtless will be in a position to agree to an advance.

The representative of the Wabash stated, we have a Tariff in effect on Enameling or Black Plate and we

will probably not be able to withdraw it before April 1st., 1901. So far as rates on Steel Bolsters are concerned we are prepared to cancel our tariff when the other roads do so.

The Chairman later secured statements from the L. H. & St. L. and T., St. L. & W., that they had no contracts on above Traffic.

T., ST. L. & W. R. R. NOTICE OF WITHDRAWAL FROM THE COMMITTEE.

The Chairman submitted letter dated Toledo, Oct. 6th, from Mr. C. D. Whitney, G. T. M., giving notice of the T., St. L. & W. R. R.'s withdrawal from membership in the Committee, effective Nov. 1st, and it was

Resolved, That the Chairman furnish each of the resident members with two copies of the letter.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 379."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Freight Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Oct. 16th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.— ———.
C. P. & St. L. Ry.—C. W. Galligan
C,, C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker, B. J. Rowe.
L. E. St. L., C. R. R.—R A. Campbell.
L. H. & St. L. Ry.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

N. W. Taylor, Chairman.

The consideration of the contract with the Cotton Companies postponed until Tuesday, 23rd inst.

Members reported general improvement in rate situation. There were, however, some reports of irregularities on Flour and Provisions for Export. Cotton rates firm. Generally domestic rates in good shape.

Meeting adjourned until Tuesday, 23rd inst., 11:00 a. m., at C., C., C. & St. L. Ry.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 380."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Oct. 30, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. W. R. R.—W. J. Scott.

N. W. Taylor, Chairman.

Members reported general condition of rates improved. There are, however, irregularities on Provisions, etc., from Missouri River. On Export Cotton, both square and round bale and on Flour rates appeared to be somewhat irregular.

The Sec'y. having received communication by "Phone" that Messrs. Prince. Upshaw and McCormick

had been appointed by the Cotton Exchange, a Committee to secure some additional information regarding the proposed change in manner of handling cotton. Messrs. Orr, Coyle and Yoakum were appointed a Committee to meet the gentlemen at the Committee Rooms, Union Station, at 3:30 p. m. this afternoon.

Meeting adjourned until Friday, Nov. 2nd, at 11:00 a. m., C., C., C. & St. L. Office.

R. M. Fraser, Secretary.

P. S.—Joint meeting mentioned was held as per arrangement.

"Complainant's Exhibit Fraser No. 381."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Nov. 2nd, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.— ———.
C. P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.— ———.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

P. W. Coyle, Chairman.

Members reported rates on Export Flour irregular, business generally moving at Tariff Rates and controlled by Car supply. Chairman Fraser was instructed to write Chairman C. F. A. action of meeting Sept. 27th, regarding allowance to Illinois Terminal and other short roads, giving him the vote of all members.

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Tuesday being election day, meeting adjourned until Friday, 9th, 11:00 a. m., C., C., C. & St. L. Office.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 382."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Nov. 9, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.— ———.
C., C., C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

N. W. Taylor, Chairman.

Members reported rates on Export Dressed Meats and Provisions were off from 7 to 10 cts., also that parties claimed reduction 3 to 5 cents on Cotton, mostly export.

Members present all denied any concession by their lines, and agreed that rates generally were being maintained and traffic movement governed by car supply.

Meeting adjourned until Tuesday, 13th, 11:00 a. m., C., C., C. & St. L. Ry. Office.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 383."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Freight Office, C., C., C. & St. L. Ry.

St. Louis, Mo., Nov. 13th, 1900.

Representation:
B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—C. W. Galligan.
C., C., C. & St. L. Ry.—W. D. Holliday
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
T., St. L. & W. R. R.— ———.

P. W. Coyle, Chairman.

Members reported rates on Export Cotton 3 cts. off.

Members present all denied any concessions by their lines, and agreed that rates generally were being maintaind and traffic movement governed by car supply.

Meeting adjourned until Friday, 16th, 11:00 a. m., C., C., C. & St. L. Ry. Office.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 384."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office of the C., C., C. & St. L. Ry.

St. Louis, Mo., Nov. 16, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.— ———.

C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—W. R. Bascon, G. W. Becker.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T., St. L. & W. R. R.— ———.

E. S. Orr, Chairman.

Members reported rates on Export Cotton irregular and in connection therewith the secretary read letter 15th, file A-7810 from Chief Inspector Rainer as follows:

"Will you please advise me whether the St. Louis Lines have authorized rate of 25 cts. per 100 lbs. on Export Cotton, East St. Louis to Newport News and oblige. I notice quite a movement from East St. Louis via Kanawha Despatch, billed at the rate to Newport News."

As Kanawha Despatch Tariff 333, I. C. C. 391, issued Oct. 20th, 1899, authorizes the rate referred to, it was

Resolved, That Chairman Fraser take the subject up with Messrs. Thornton Lewis, Manager of the Kanawha Despatch, W. D. Holliday, A. G. F. A., C., C., C. & St. L. Ry., and R. A. Campbell, G. F. A., L. E. & St. L. C. R. R.., with the view of having Kanawha Despatch Tariff amended at once, cancelling the rate of 37½ cts. on Uncompressed Cotton, East St. Louis to Newport News and Norfolk. The only rate authorized by this Committee being 39½ cts. on Uncompressed, and 27 cts on Compressed Cotton, same as to Baltimore, as per Special Notice No. 963, Feb. 17th, 1900.

The Secretary was instructed to examine tariffs of L. E. & St. L. C. R. R. and L. H. & St. L. Ry. and their Fast Freight Lines and should similar rates be named by them he is to take the subject up with proper officers in line with the above resolution.

In connection with above, letters were written 16th

to Messrs. Holliday, Lewis and Campbell, regarding Kanawha Despatch Tariff, also to Messrs. Irwin, and Broaddus regarding Cumberland Gap Despatch Tariff No. 41, O. C. C. No. A-236, effective May 16th, 1900, and to Messrs. Fitzgerald and Campbell, regarding Asheville Line Tariff No. 66, I. C. No. 90, effective May 21st, 1900.

The Kanawha Despatch Tariff named rates on Uncompressed Cotton from points west of the Westbank Mississippi River, East St. Louis to Newport News, Norfolk, 37½ cts., and to other North Atlantic Ports on same basis.

The Cumberland Gap Despatch and Asheville Line Tariffs name same rates as Proportional and are applied not only from East St. Louis but also from Upper Mississippi River Crossings.

Meeting adjourned until Friday, 20th, 11:00 a. m., C., C., C. & St. L. Ry. Office.

R. M. Fraser, Secretary.

Correspondence regarding Cotton on file 3273.

"Complainant's Exhibit Fraser No. 385."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Office, C., C., C. & St. L. Ry. (Freight).

St. Louis, Mo., Nov. 20th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.— ———.
L. E. & St. L. C. R. R.— ———.
T. H. & I. R. R.—G .L. Stevens.
T. St. L. & W. R. R.— ———.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

Members reported rumors which appeared to be well founded, that tariff rates on Cotton both Export and Domestic, were not being maintained and some conditions regarding Provisions, Oleo Oil, Green Hides and Grain Products. Members present denied any concessions being made or authorized by them.

The Secretary reported that he had written Managers Kanawha Despatch, Cumberland Gap Despatch and Asheville Line and other officials regarding rates on Cotton to Norfolk, Newport News, etc., as instructed at meeting 16th, and read letter 19th from Manager Broaddus, Cumberland Gap Despatch, as follows:

"I have your favor of the 16th, which only reached me this morning. I have agreed with Mr. Fitzgerald and Mr. Thornton Lewis of the Asheville Line and Kanawha Despatch, respectively, that on a date that would be named by Mr. Lewis, we would advance the rate to 39½ cents on all Cotton."

The Secretary read letter 17th, file 7441, (our file 3243) from Chairman Tucker regarding rate on Phosphate of Soda (Sodium) and was instructed to send copy to all members.

The Secretary also read letters 16th and 17th, file 7208 (our file 3272) from Chairman Tucker, regarding rates on Grain for Cincinnati, Louisville, Cairo and Evansville, and it was

Resolved, That the papers be referred to the St. Louis-Cincinnati-Louisville Freight Committee for their consideration.

Chairman Tucker was advised 20th of this action.

Meeting adjourned until Friday 23rd.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 386."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of Meeting of the Freight Committee.

St. Louis, Mo| Nov. 23rd, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—
R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

Percentages Demanded by Ill. Cent. R. R. on Traffic off Their St. Louis Division Forwarded via East St. Louis to Western Termini and Trunk Lines.

This subject was considered at meeting 12th ult. and laid over until today and it was

Resolved, That the subject be laid on the table.

Rates on Enameling or Black Plate and Steel Bolsters to Western Termini and Trunk Line Points.

The above subject was considered at meeting Oct. 12th, and the information obtained (see proceedings that date) submitted to Central Freight Association.

The Chairman read letter 19th from Mr. Tucker which contained recommendation to the St. Louis Committee, adopted by Central Freight Association at their meeting 15th, as follows:

Recommended, That the Chairman of the Central Freight Association take the matter up with the St. Louis Committee with the view of having all rates cancelled on each of these Commodities that can be abrogated Jan. 1st, ensuing and that such rates as must be continued under the arrangements now in effect on enameling or black plate, be cancelled April 1st, 1901, no new contracts to be made in the mean time.

After further consideration, it was

Resolved, That all roads, members of this Committee, individually advise that, effective Jan. 1st, 1901, they will cancel all commodity rates now in effect on Steel Bolsters, C. L., East St. Louis to Western Termini and Trunk Line Territory.

Note.—The cancellation of rate on Enameling or Black Plate to be considered at the proper time.

Rates on Phosphate of Soda, (Sodium) C. L., East St. Louis to Trunk Line Territory.

The Chairman stated that he had received letter from Mr. Tucker regarding the withdrawal of the Commodity Rate on this Traffic (as per C. F. A. Information 263, our Special Notice No. 1032) on account of eastern roads requesting same rates on westbound business, etc. (See Circular Letter Nov. 20th, 1900.)

After a general discussion, it was

Resolved, That action on this matter be deferred, in the meantime the Chairman ascertain the amount of this traffic moving, etc., and report result of his investigation at next meeting.

Letter from Chairman Tucker C. F. A. Information 1848.

Chairman submitted letter from Mr. Tucker stating that Information No. 1848 provides that various articles take certain percent of the 6th class rates and that said percents are not to be published in Tariffs

but shall be used as a basis for publishing rates between specific points in Central Freight Association Territory, as some of the roads, members of the St. Louis Committee, have published these percents in tariffs, they are requsted to cancel same and establish table of rates as shown in Wabash R. R. Tariff No. 21401—C. E., Amendment No. 35 to I. C. C. No. 65.

And it was

Resolved, That the roads, now having in effect Tariffs publishing percents instead of the rates, cancel same effective at once, and publish tariffs, as authorized in C. F. A. No. 1848, showing table of rates.

Request for Reduction in Rates on Photographers' Dry Plate, C. L., East St. Louis to Eastern Points.

This subject was last considered at meeting June 29th, 1900, and recommendation for 4th class rates forwarded to Official Class'n Committee and was declined by that Committee.

The Chairman stated that he had advised the M. A. Seed Dry Plate Co. of the decision of the Official Class'n Committee and received letter which was read, requesting that a Commodity Rate be established, etc., and it was

Resolved, That letter Nov. 17th from M. A. Seed Dry Plate Co. be sent to the Official Class'n Committee without recommendation from this Committee, calling Mr. Gill's attention to the fact of their making application to have rate established, valuation released to same basis as window glass.

Holding Shipments by St. Louis Transfer Company Refused by Western Lines for Various Causes.

Letter from a member was read on this matter and after due consideration it was

Resolved, That the subject be laid over until next regular meeting.

Note.—Letter 23rd inst. received from the member

requesting that all papers be returned, as he wished to withdraw the subject from the docket; will be complied with and subject is therefore disposed of for the present.

Rates on Green and Deciduous Fruits, C. L., Points in Utah and Idaho, via Chicago to Eastern Points as Against Rates on Like Traffic via East St. Louis.

The Chairman submitted the correspondence on this subject and it was

Resolved, That the Chairman be instructed to take this matter up again with Chairman Tucker with the view to find out definitely what action has been taken by the Chicago Committee, so that we can be governed on business from that Territory moving through the East St. Louis gateway and report at next conference meeting.

Weights on Carload Shipments of Trojan Car Couplers.

The Chairman read correspondence regarding this traffic in which question was raised as to whether shipments of different weight couplers be accepted at estimate or average weight of 200 lbs. for each coupler or whether actual weight govern, and it was

Resolved, That it is the individual opinion of the roads, members of this Committee, that on shipments of Trojan Car Couplers, the actual weight should be charged, this being the rule which applies on all other car couplers and no exception can be made, the Trojan Car Coupler Co. to be advised accordingly.

Application for 5th Class Rates on Iron Beds, C. L., in the Rough, Unfinished, Unpacked, C. L., Minimum 24,000 Lbs., Untica, N. Y., to East St. Louis.

The Chairman stated that he had received letter with illustration from a manufacturing company, regarding this traffic, in which they requested this Committee to endorse their application which had been made to the

Official Class'n Committee, for rating referred to above, etc., and it was

Resolved, That the subject be laid over until next meeting.

Proportional Rate on Cattle, C. L., East St. Louis to Indianapolis.

The above subject was submitted by circular letter Nov. 14th, 1900.

The Chairman stated that he had received replies from all members; same being submitted, it was decided that the Chairman write the Wabash R. R., as requested by Mr. Coyle, and subject be laid on the table.

Rates on Beauxite Ore, Bauxite, Ark., to Pittsburg.

Chairman called attention to Central Freight Ass'n I. C. C. Advice No. 121, November 21st, referring to Mo. Pac. I. S. 9218, Nov. 20th, on this traffic, and it was

Resolved, That the subject be laid over until next meeting.

Allowance to Illinois Terminal and Other Short Line Mileage Roads on Traffic to and from Points in Central Freight Ass'n and Trunk Line Territory.

This subject was last considered at special meeting Nov. 2nd, and submitted to Central Freight Ass'n and acted upon at their meeting Nov. 15th, as shown in proceedings Page 203, subject 3407, as follows:

After further consideration of the subject, your committee recommends that the action as next below of the St. Louis Eastbound Freight Committee regarding percentages to short roads in vicinity of East St. Louis be authorized temporarily and without prejudice to a future general revision.

Adopted.

Whereas, This Committee has carefully considered the subject of allowance to short roads, via East St.

Louis and neighboring gateways, as requested by action of the Central Frt. Ass'n meeting Sept. 13, 1900, and find it is impracticable at the present time to establish a percentage basis as suggested, and

Whereas, We recognize the importance of revising the divisions allowed the short lines through the East St. Louis gateway, Edwardsville, Edwardsville Junction and Edwardsville Crossing, but observe that in considering this it involves the question of divisions through the northern Illinois Junctions, that is to say, the Central Freight Association lines are now prorating on Alton business via the way of Springfield, Peoria, Bloomington, etc., on a percentage basis, allowing the short lines very much in excess of what is allowed the short lines via East St. Louis, both on Alton and Belleville traffic. In view of these conditions, be it

Resolved, As the sense of this Committee that action be taken as promptly as possible by the appointment of a committee by the Central Freight Association to take under consideration the whole subject. And be it further

Resolved, That pending such action on the entire question in justice to the T. St. L. & W. R. R., the Wabash R. R. and the C. C. C. & St. L. Ry., these roads should be authorized to prorate with the Illinois Terminal Railroad by way of Edwardsville, Edwardsville Junction and Edwardsville Crossing, respectively, on business from Alton, Ill., upon the same basis that Central Freight Association lines now pro-rate on Alton and Belleville business via East St. Louis, namely, 15 per cent to Trunk Line points, 17½ per cent to western termini of Trunk Lines and 20 per cent to Central Freight Association points, as authorized in C. T. A. Circular No. 1967, Joint Committee Circular No. 1675, of which this Committee's Special Notice No. 446 is a duplicate.

R. M. Fraser, Chairman.

Adjourned.

"Complainants Exhibit Fraser No. 387."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Nov. 23, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.
L. H. & St. L. Ry.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.

P. W. Coyle, Chairman.

Members reported conditions very much improved, in fact no charges were made that tariff rates were not being maintained.

Explanation was made regarding indications that inland rates had been cut on Export Cotton and positive statements were made that the rate 44 cts. East St. Louis to Liverpool, allowed the lines to Boston 30 cts. the tariff rate.

Statement was made that satisfactory arrangements having been made between the St. Louis Transfer Co., the St. Louis Cotton Compress Co., and the Peper Cotton Press which avoided the necessity of Cotton Shippers asking the Railroads to handle that Commodity in different manner than other traffic and it was

Resolved, That the Special Committee, Messrs. Orr, Coyle and Yoakum, having ably performed the duties imposed upon them, are hereby relieved and tendered the thanks of the Committee."

The Secretary read letter 20th, file 7380 (our file 3272) from Chairman Tucker regarding rates on Export Flour, 12 cts. per 100 lbs., East St. Louis to Philadelphia. Roll being called members denied making less than authorized rates and ordered that Chairman Tucker be so advised and requested to investigate as to rate on Flour via Upper Mississippi River Crossings and advise result.

Secretary reported having received information that effective Dec. 1st, the rate on Cotton referred to at meeting 16th, would be advanced from 37½ to 39½ cts. as requested, by the Kanawha Despatch, Cumberland Gap Despatch and Asheville Lines.

Meeting adjourned until Tuesday, Nov. 27th.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 388."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Nov. 27, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L Stevens
The Wabash R. R.
T. St. L. & W. R. R.

G. W. Becker, Chairman.

Members reported general improvement in rate situation although some rumors of less than tariff rates being offered but no positive charges made.

Secretary read letter 27th, from Chairman Tucker, regarding reports that tariff rates on Flour and Provisions were not being maintained via this gateway and was instructed to reply that the Committee denied the charges and asked for some proof.

Meeting adjourned until Friday, Nov. 30th.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 389."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Nov. 30, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
L. E. & St. L. C. R. R.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.

P. W. Coyle, Chairman.

Sundry reports showing irregularities in rates on Flour and Provisions from Missouri River, also Cotton for Export. Rumors of rates not being maintained on Lumber from St. Louis, no positive charges made. Sec'y. read letter 27th, from Chairman Tucker regarding report of cut rates which were not admitted and reply sent Mr. Tucker accordingly.

Meeting adjourned until Tuesday, Dec. 4th.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 390."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 4, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. P. & St. L. Ry.—W. M. Bushnell.
C. & A. Ry.
C. C. C. & St. L. Ry.—Walter Nichols.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash Ry.—P. W. Coyle.
T. St. L. & W. R. R.

W. N. Bushnell, Chairman.

Reports from all members were to the effect that generally the rate situation was very good, there were, however, street reports of low rates on Export Cotton 42 and 43 via Boston that caused doubt as to inland tariff being maintained. Special rates claimed to have been in effect on Export Flour were reported as ended Saturday 1st. Provisions from Missouri River reported as still moving at large reductions from Tariff (18½ cts. off). No disposition shown to do other than maintain Tariff Rates.

The Secretary read letter 3rd, file 7380 (our file 3272) from Chairman Tucker regarding rate conditions—no answers required and paper filed, also reported conference G. F. A., Mo. Pac. regarding their tariff I. S. 9218, Nov. 20th, 1900, Beauxite to Pittsburg, Pa., on Beauxite Ore, $4.50 Gross Ton, divided to East St. Louis, $1.75, East St. Louis to Pittsburg, $2.75.

In absence of Traffic Manager Stith unable to secure definite information as to cause of reduction, except to meet rate via Memphis. Chairman Tucker in corre-

spondence with Missouri Pacific G. F. O., his letter Nov. 19th, file F-624, also letter to M. P. Washburn, Chairman Southeastern Mississippi Valley Ass'n., Louisville.

The Secretary was instructed to try and get further information on return of Mr. Stith and report result. (See file 2558.)

Adjourned until Friday, 7th.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 391."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 7, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.

R. D. Yoakum, Chairman.

Members reported rates generally in good condition although some rumors regarding irregularities on different articles.

Statements made that the cut rates that have prevailed on Export Flour from Mo. River are effective to Jan. 1st.

Reports of through rates on Cotton, East St. Louis to Liverpool, 41 cts., while others say they have engagements at 44 cts., allowing inland tariff rates. Indications are that Steamers are accepting 11 cts. on Round Bale and 14 cts. on Compressed.

The Secretary read letter 6th from Missouri Pacific stating that rate $2.75 on Beauxite Ore to Pittsburg was based on T. H. & I. Tariff 1676, July 28th, 1899.

Note.—That tariff was superseded by 1694 and 1703 and expired by limitation Dec. 31st, 1899. Was next published in Supplement 8 to 1729, March 28th, 1900, $3.00 net ton and rate $3.00 per gross ton is now carried in Supplement 12, Oct. 9th, 1900.

In view of the Missouri Pacific Tariff naming the rate via C. & A., T. St. L. & W., C. C. C. & St. L., T. H. & I. and B. & O. S. W., some of the other roads have or may put same rate in effect and it was suggested that possibly the rate should be authorized, but before taking action on the subject the Secretary was instructed to write Mr. M. P. Washburn, Chairman Southeastern Mississippi Valley Ass'n., Louisville, Ky., for information regarding rate from Beauxite to Memphis and on what basis the rate was made from Memphis to Pittsburg, result to be reported as soon as possible.

Letter 6th, Information 356-A (our file 4079) from Chairman Central Freight Ass'n. regarding Green and Deciduous Fruits was read, and it was

Resolved, That letter be written to G. F. A. Mo. Pac. Ry., quoting correspondence with Chairman Central Freight Ass'n., notifying the G. F. A. Mo. Pac. Ry. that the East St. Louis reads indorse the resolution adopted by the Chicago Eastbound Roads at their meeting 4th inst., as the action of this Committee.

Note—A copy of the letter to be sent to each member of the Committee.

The Secretary read correspondence (on file 3206) with Chief Inspector Bainer (his file A-12457) regarding Classification on Purina Flour in Cotton Sacks in barrels, L. C. L., and it was

Resolved, That letter be written to Chairman Official Class'n. Committee for information as to the reasons for making the rate 5th class on this flour in Cotton Sacks (loose), L. C. L., and 4th class when the sacks are packed in barrels, etc.

Attention was called to action of the St. Louis-Cincinnati-Louisville Freight Committee (see proceedings Feb. 28th, 1900), as follows:

Rate on Starch, C. L., Between East St. Louis, Cincinnati, Louisville, Etc.

At conference meeting Indianapolis, 21st inst., action was taken to eliminate Starch from list of articles taking Grain Products Rates and insert in Tariff, Starch, C. L., 12 cts. per 100 lbs."

And it was

Resolved, That Circular Letter be issued calling attention to the action of the St. Louis-Cincinnati-Louisville Freight Committee with the view of ascertaining whether the roads who publish individual tariffs naming rates to or from between, East St. Louis-Cincinnati-Louisville and other points under the jurisdiction of the St. Louis-Cincinnati-Louisville Freight Committee taking grain products rates, will amend same effective Jan. 1st, 1901, eliminating Starch from Grain Products list and make rate on Starch, C. L., 12 cts. per 100 lbs. between East St. Louis-Cincinnati-Louisville, etc.

Meeting adjourned until Tuesday, 11th inst.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 392."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 11, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.

L. E. & St. L. C. R. R.—R. A. Campbell.
L. H. & St. L. Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—
T. St. L. & W. R .R.—

R. D. Yoakum, Chairman.

Members reported rumors regarding less than Tariff rates being quoted on Cotton, Packing House products, Lumber, Glucose, Pig Iron, etc., both Export and Domestic. The roads charged with the irregularities not being represented, no action taken.

The Secretary read letter 6th, file F-718, (our file 4055) from Chairman Tucker regarding rate on Cotton Seed Mill and Cotton Factory Sweepings, and it was

Resolved, That individual roads, members of this Committee, recommend to the Central Freight Association that 6th class rates be established on shipments of Cotton Seed Mill and Cotton Factory Sweepings, used as Paper Stock, in bales, machine compressed, carload minimum weight, in cars 30 feet and under in length, 30,000 lbs., in cars over 30 feet in length, 38,000 lbs., from East St. Louis to all points in Central Freight Association Territory, effective on Legal Notice.

The Secretary also read letter 7th, file W-8758 (our file 4028), from A. G. F. A. Wabash R. R., in reference to compiling Guide Book, and resolution was adopted as follows:

Resolved, That the Chairman call a meeting of the Committee or their representatives at the Committee Rooms, Friday, Dec. 21st, at 10:00 a. m., for the purpose of compiling Guide Book or Basing Sheet to be used in preparing tariffs from East St. Louis in line with the suggestion in letter from the Wabash R. R.

Meeting adjourned until Friday, Dec. 14th.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 393."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Freight Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 14th, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—
T. H. & I. R. R.—H. W. Taylor.
The Wabash R. R.—
T. St. L. & W. R. R.—

N. W. Taylor, Chairman.

Adjourned without action except for Secretary to write letter to Purina Mills regarding Class'n Flour Sacks in barrels and boxes and send two copies to each resident member, see letter 15th, (copy attached.)

R. M. Fraser, Secretary.

Adjourned to 18th.

"Complainant's Exhibit Fraser No. 394."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the General Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 18, 1900.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—Wm. M. Bushnell.

C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. E. & St. L. C. R. R.—R. A. Campbell.
L. H. & St. L. Ry.—
T. H. & I. R. R.—G. L. Stevens.
T. St. L. & W. R. R.—
The Wabash R. R.—P. W. Coyle.

W. M. Bushnell, Chairman.

General discussion regarding Packing House Products and Provisions from Missouri River. All gentlemen of opinion rates in bad condition, it was stated that rates would probably be restored Jan. 1st, 1901. The Clover Leaf was handling most of this traffic and it was the general opinion that their rates were not very firm on any traffic.

Letter from Chairman Tucker Dec. 17th regarding Beauxite Ore was read and it being stated that the subject had been discussed at meeting 14th inst., and laid over pending reply from Chairman Washburn, in the meantime the Missouri Pacific Rates and Divisions to continue.

G. F. A. Taylor's letter Dec. 14th to G. F. A. Lincoln was read and Chairman was instructed to notify the Missouri Pacific as per letter of this date (copy attached.)

Mr. Orr's letter 15th, regarding Mr. Lindsay's attending meetings was read and accepted.

R. M. Fraser, Secretary.
Per J. G. R.

Adjourned to 21st.

"Complainant's Exhibit Fraser No. 395."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 21, 1900.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—
T. St. L. & W. R. R.—

C. W. Galligan, Chairman.

The impression prevailed that rates on Flour, Cotton, Packing House Products from both Missouri River and St. Louis, were not being maintained by some lines, but no definite action taken in the premises.

The Secretary read following letter 20th, file A-8220, from G. F. A. Campbell:

"Will you please ascertain through your Committee what the policy will be of the roads, members of same, relative to furnishing Annual Transportation for the year 1901 account of Refrigerator and other Car Lines.

Will be pleased if you will give me an early answer."

After some discussion on the subject the Secretary was instructed to write Mr. Jos. Ramsey, Jr., Chairman of the Executive Committee for information on the above, also as to furnishing Annuals to Officers of the National Stock Yards Co., East St. Louis, Ill. (Correspondence on file 3250.)

Meeting adjourned until Friday, Dec. 26th.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 396."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Gen'l Freight Office C. C. C. & St. L. Ry.

St. Louis, Mo., Dec. 28, 1900.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Besker.
L. H. & St. L. Ry.—
L. E. & St. L. C. R. R.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.

R. D. Yoakum, Chairman.

Members reported that generally rates were in better condtion than they had been and no charges or complaints made.

Secretary read letter 27th, file F-624, from Chairman Tucker regarding rate on Beauxite Ore via M. & O. and was instructed to write them letter similar to one G. F. A., Mo. Pac., (Dec. 18th, file 2558), if it was as certained that they had unauthorized rate in effect.

Secretary also read letter 26th, from Jos. Ramsey, Jr., regarding transportation and copy furnished G. F. A., L. E. & St. L. C. R. R. (see file 3250). The subject of Joint action by Committee on Annuals for Logging roads, etc., was discussed but no action taken.

Adjourned until Friday, Jan. 4th, 11:00 a. m., the regular meeting to be held on that date at C. C. C. & St. L. Office, Rialto Bldg.

R. M. Fraser, Secretary.

File 4032.

"Complainant's Exhibit Fraser No. 397."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.
St. Louis, Mo., Jan. 4th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.
R. M. Fraser, Chairman.

Meeting convened at 10:15 a. m.

Allowance in Weight Account of Shrinkage (Fill) on Inbound Shipments of Live Stock at National Stock Yards, Also on Outbound Shipments Destined to Points in C. F. A. Territory West of the Western Termini of Trunk Lines.

Circular Letter was issued on the above subject, Dec. 17th, 1900. The Chairman stated that replies had not as yet been received from all members and it was

Resolved, That the subject be laid over until answers are received from all parties and then brought up at a future meeting.

Rates on Cotton Linters, Uncompressed, East St. Louis to Points in C. F. A. Territory.

The above subject was submitted by Circular Letter Dec. 3rd, 1900, file 4080, and replies received from the different members and the following resolution adopted:

Whereas, The roads, members of this Committee, individually advise that they are using or quoting any less than the authorized rates on this traffic, from E. St. Louis to points in C. F. A. Territory, it was

Resolved, That parties making the enquiry be advised accordingly and subject be laid on the table.

Rates on Ground or Prepared Clay, Etc., East St. Louis to Central Freight Association and Trunk Line Territory.

The correspondence on the above subject was submitted at Special Meeting Dec. 28th, 1900, and the Chairman instructed to write to Mr. Tucker requesting the information as to why the rates on Clay, points east of the Western Termini of the Trunk Lines apply on all kinds of Clay, whereas, those to the Western Termini and other Central Freight Association Points, apply only on Clay not Ground or Prepared, and also requesting Mr. Tucker to docket the subject for consideration at next Central Freight Association Meeting with a view to having a Commodity Rate authorized to cover Ground Flint, Prepared Clay, Feldspar and Crown Filler to Central Freight Association Points, also to provide that the wording in Information No. 258-A be used in naming rates on Clay to points in Central Freight Association Territory instead of as named in Information No. 1890. The Chairman submitted correspondence from Mr. Tucker and after further consideration of the matter today, it was

Resolved, That the Individual Roads, members of this Committee recommend to the Central Freight Association that Information Circular No. 1890, naming rates on Clay, etc., C. L., to points in the Central Freight Association Territory be amended to read the same on Clay as per C. F. A. Information Circular No. 258-Series A to Trunk Line Points; viz: Clay, omitting the words Common or Crude, not ground or prepared.

Election of Executive Committee For Year 1901.

The term of office for which the Executive Committee were elected for 1900, having expired, it was

Resolved, That Messrs. N. W. Taylor, W. D. Holliday and P. W. Coyle be and are hereby elected an

Executive Committee for the year 1901 and to hold office as provided for in the Articles of Organization.

Rates on Beauxite Ore, C. L., East St. Louis to Pittsburg, When From Points in Arkansas.

The above subject was considered at regular meeting Nov. 23rd, 1900, and laid over pending further information to be obtained by the Chairman. The Chairman submitted the correspondence at Special Meeting Dec. 4th, 7th and 18th and at meeting of the 18th inst. was instructed to advise the representatives of the Mo. Pac. Ry. that effective Jan. 1st, 1901, the roads, members of this Committee, would not accept this traffic at less than the authorized rate of $3.00 per gross ton. The Chairman, under date of Dec. 18th, received letter from A. G. F. A. Peabody of the Missouri Pacific, advising that their tariff had been amended allowing the lines east of East St. Louis, $3.00 per gross ton. (See Circular Letter Dec. 19, 1900.) No further action being necessary, it was

Resolved, That the subject be laid on the table.

Minimum Basing Sheet or Guide Book For Compiling Rates to Points in Central Freight Association Territory.

The above subject was considered at Special Meeting Dec. 11th, 1900, and it was

Resolved, That the Chairman call a meeting of the Committee of their representative at the Committee Rooms, Friday, Dec. 21st, at 10:00 a. m. for the purpose of compiling a Guide Book or Basing Sheet to be used in Preparing tariffs from East St. Louis to points in the Central Freight Association Territory. (See Circular Letter issued Dec. 12th, 1900.)

The meeting convened on Dec. 21st and some work done. The meeting adjourned until Dec. 26th, but was postponed until Jan. 2nd, and again postponed until Jan. 7th, 10:00 a. m., at which time a full attendance is requested so that progress may be made with the work.

Rates on Cotton Seed Mill and Cotton Factory Sweepings, C. L., East St. Louis to Points in C. F. A. Territory.

The above subject was considered at Special Meeting Dec. 11th, 1900, brought up by letter from Chairman Tucker, in which he submitted proposition to establish 6th class rates on this traffic from Ohio River Crossings, requesting to be advised what action East St. Louis Lines desire to take in the matter, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that 6th class rates be established on shipments of Cotton Seed Mill and Cotton Factory Sweepings, used as paper Stock, in bales, machine compressed, carload, minimum weight in cars 30 feet and under in length, 30,000 lbs., in cars over 30 feet in length, 38,000 lbs., from East St. Louis, Ill., to all points in Central Freight Ass'n. Territory, effective on Legal Notice.

(Authorized by Central Freight Ass'n. Information No. 2594.)

Rates on Green and Deciduous Fruits, C. L., Points in Utah and Idaho, via Chicago to Eastern Points as Against Rates on Like Traffic via E. St. Louis.

The above subject was considered at regular meeting, Nov. 23rd, 1900, and again at Special Meeting Dec. 7th, 1900, at which time it was

Resolved, That letter be written to G. F. A., Mo. Pac. Ry., quoting correspondence with Chairman. Central Freight Ass'n., notifying the G. F. A., Mo. Pac. Ry., that the East St. Louis Roads endorse the resolutions adopted by the Chicago Eastbound Roads at their meeting 4th inst., as the action of this Committee.

The following is the action of the Chicago Lines:

Resolved, That the provisions of Central Freight Ass'n. Information Circular No. 356, series A. be strictly

adhered to and that reply be made to letter from G. F. A. Gorman in accordance therewith, and further

Resolved, That we will decline to participate in Oregon Short Line Tariff No. 642, above referred to, publishing rates on Green and Deciduous Fruits, in carloads, from Idaho and Utah points to New York, Boston, etc., and that we recommend that if less rates than those authorized from the Pacific Coast are necessary on this traffic from Idaho and Utah, application be submitted for same in the regular way, advising divisions proposed.

Application for 5th Class on Iron Beds, C. L., in the Rough, Unfinished, Unpacked, C. L., Minimum 24,000 lbs., Utica, N. Y., to East St. Louis.

The above subject was considered at regular meeting Nov. 23rd, 1900, and laid over. The Chairman obtained further information on the matter which was submitted at Special Meeting Nov. 30th, 1900, and it was

Resolved, That the subject be laid on the table.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 398.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry., St. Louis, Mo., Jan. 4, 1901.

Representation.

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.

G. L. Stevens, Chairman.

All reported rates in good condition and no complaints to make.

Adjourned to Tuesday, 8th.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 399.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Frt. Office, C. C. C. & St. L. Ry., St. Louis, Mo. Jan. 8, 1901.

Representation.

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—G. L. Stevens.
Wabash R. R.—P. W. Coyle.

G. W. Becker, Chairman.

All reported conditions much improved, no complaints made except reports of cutting by T. St. L. & W. R. R.

Correspondence read regarding C. L. Rates on Photographic Dry Plate, East St. Louis to New York and resolution to Central Freight Ass'n. adopted and sent by letter this date, See file 4049.

Letter read from Marsh Oil Works, Kansas City, asking lower minimum C. L. weight and instructions to enquire kind of oil, etc., and report later. (See file 4082.)

Adjourned until Tuesday, 15th inst.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 400.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry., St. Louis, Mo., Jan. 15. 1901.

Representation.

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
So. Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—
The Wabash R. R.—
R. A. Campbell, Chairman.

Reports of rates being cut on Flour 2½ to 3½ cts. also some reductions on Cotton and other Commodities —charges generally against T. St. L. & W. No positive proof offered or action taken.

Sec'y. called attention to Circular Letter Dec. 20th, file 3280 resolution to restore rate on Steel Bolsters, C. L., Jan. 1st, 1901, adopted Nov. 23rd. T.-St. L. & W. having given notice that Special Rate could not be cancelled via their line. Wabash Amendment No. 9 to I. C. C. 784, effective 14th cancels Amendment No. 6 and restores rate on Steel Bolsters to the Special Rate as per Wabash Tariff No. 784, and it was

Resolved, That the subject be laid on the table.

Sec'y. read letter Jan. 7th and 9th (file 4082) from the Marsh Oil Works, Kansas City, requesting reduction in minimum C. L. weight on Linseed and Castor Oils and it was

Resolved, That the correspondence be referred to Official Class'n. Committee without recommendation and Marsh Oil Works be advised accordingly.

Sec'y. also read letter 14th, file A-7596 (our file 3281) from Chief Inspector Rainer regarding Lumber from St. Louis and it was

Resolved, That the subject be tabled.

Attention was called to Central Freight Ass'n. Advice Letter No. F-480½ call for meeting, Indianapolis 17th, to re-check rates on Pig Iron, etc.

Meeting adjourned to Friday 18th.

R. M. Fraser, Secretary.

File 4032.

Complainant's Exhibit Fraser, No. 401.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Jan. 18, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
So. Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—G. L. Stevens.
Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman.

Reported by several that rates on Export Flour were being cut 2 cts. (18½ to New York) also cuts on Cotton, Export and Domestic, figures not named. C. P. & St. L. was the member charged. Mr. C. W. Galligan denied any authority from General Freight Office. The T. St. L. & W. charged with shading rates on anything they could find to ship. No action taken.

Adjourned to Friday 25th inst.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 402.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Jan. 25, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—

Geo. W. Becker, Chairman.

Some report cut rates on Flour 16½ to 17½ cts., also indications of irregularities on Cotton and Lumber, no action taken.

Sec'y, reported progress on Minimum Basing Sheet and asked instructions regarding Form, etc., subject laid over until future meeting.

Adjourned to Feb. 5th.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser, No. 403.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Jan. 29, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—J. L. Murphy.
C. C. C. & S. L. Ry.—W. D. Holliday.

C. P. & St. L. Ry.—C. W. Galligan.
Ill. Cent. R. R.—G. W. Becker.
L. N. & St. L. Ry.—
So. Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

N. W. Taylor, Chairman.

Members reported sundry irregularities in Rates particularly on Grain Products and Provisions for export, also some rumors on Domestic.

Charges generally were against T. St. L. & W. No action taken.

Next meeting to be in Committee rooms and consider subjects on docket for Feb. 1st, 1:45 p. m.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 404.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Feb. 1st, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday, H. S. Bradley.
Ill. Cent. R. R.—B. J. Rowe.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

Meeting convened at 2:15 p. m.

Rates on Pig Iron, Billets, Blooms, Etc., East St. Louis to Points in the Central Freight Ass'n.

The Chairman stated that at Meeting Indianapolis, Jan. 17th, 1901, it was decided by the lines from Ohio River Crossings and East St. Louis that no change be made in the present rates on this traffic, this with

the understanding that the Chicago Lines would not make any reduction in rates to C. F. A. Points or between Chicago and the Ohio Crossings. It has since developed that the Chicago Lines reduced their rates to a number of points in C. F. A. Territory, as shown in Chicago Freight Committee Circular T-85, effective Feb. 1st, 1901, and that the Chicago and Ohio River Committee had checked in reduced rates to become effective Feb. 5th, 1901, as per joint letter from Chairman Tucker, dated Jan. 29th, file 7646.

In view of the foregoing, it was

Resolved, That the Chairman advise Chairman Tucker that this Committee deems it necessary that we have a Joint Conference for the purpose of making a recheck of the Pig Iron, Billets, etc., Rates and that we therefore recommend that Joint Meeting of the Ohio River and East St. Louis Lines, etc., be held at Indianapolis on Wednesday, February 6th, 1901.

Allowance in Weight Account of Shrinkage (Fill) on Inbound Shipments of Live Stock at National Stock Yards, also on Outbound Shipments Destined to Points in C. F. A. Territory, West of the Western Termini of Trunk Lines.

The above subject was considered at meeting Jan. 4th, 1901, and laid over pending replies to Circular Letter Dec. 17th. The Chairman stated that all roads had replied, same being submitted, it was

Resolved, That the subject be laid on the table.

Expense for Compiling and Printing Minimum Basing Sheet, East St. Louis to Points in Central Freight Ass'n.

The Rate Clerks, as instructed in resolution, Proceedings Jan. 4th, 1901, checked in the Basing Points and outlined form of sheet to be published. The Chairman stated that the subject was referred back to the Committee for their further consideration regarding the expense of compiling and printing the sheet.

After a general discussion, it was

Resolved, That Chairman Fraser be authorized to proceed with the compilation and publication of Minimum Basing Sheet, same to have two columns on each page (the understanding being that he will have two thousand copies printed), the expense to be borne equally between the roads, members of this Committee.

Rates on Steel Bolsters, East St. Louis to Western Termini and Trunk Line Points.

The Chairman stated that this subject had been brought up by letter from Mr. Tucker, Jan. 16th, file F-336, same being submitted, it was

Resolved, That when the subject of Cancellation of Rates on Enameling or Black Plate is considered, that we also consider the subject of cancelling the rates on Steel Bolsters. (See proceedings Nov. 23rd, 1900.)

Through Rates and Divisions on Cotton Seed Oil, C. L., Montgomery, Ala., Via East St. Louis to New York City.

The above subject was referred to this Committee by the Central Freight Ass'n. for recommendation, the the M. & O. having made application to the Central Freight Ass'n. for reduction in through rate and divisions on this traffic authorized in Central Freight Ass'n. Information No. 223-A, this Committee's Special Notice No. 866, on account of reduced rate in effect via the Virginia Gateways to New York, viz: 31 cts. all rail.

After due consideration it was

Resolved, That the subject be deferred until again brought up by the new owners of the M. & O. R. R.

Instructions to National Stock Yards Co., East St. Louis, to Weigh Shipments of Light Weight Range Horses ,Mules, Ponies or Colts; Also to Show Number of Animals Loaded in Each Car.

The above subject is brought to the attention of the Committee by the Chief Inspector, it being suggested by him that the Traffic Officials of the different roads should instruct their Stock Agents and the National Stock Yards Co. to weigh all shipments of Light Weight Range Horses, Mules, Colts and Ponies so as to obtain actual weight and to show on W-B's the number of animals loaded in each car, and it was

Resolved, That the Chairman be instructed to write Chief Inspector Rainer, asking him what additional authority he needs in order to obtain the actual weight of cars of Colts or Ponies, etc., it being the understanding of this Committee that he has all the authority that is necessary, to secure actual weight of these shipments.

Rates on Cement Plaster (Texas Points) East St. Louis to Points on Southern Indiana Ry.

The Chairman submitted letter on the above subject and after due consideration, it was

Resolved, That the Louisville basis be applied to the entire line of the Southern Indiana Ry. on Cement Plaster from East St. Louis.

Application of Illinois Terminal R. R. to Establish Rates to and From Edwardsville Proper Via Edwardsville Crossing, the Illinois Terminal to Handle the Freight to and From Connections at Edwardsville Crossing.

The Chairman stated that the above application had been withdrawn and subject was laid on the table.

Application For Reduction in Rates on Veneered, Built Up or Compound Wood, East St. Louis to Central Freight Ass'n. and Trunk Line Territory.

The Chairman submitted the correspondence between the St. Louis Basket & Box Co. and this office, in which 4th class rates were requested on L. C. L. shipments of this traffic to Central Freight Ass'n. and Trunk Line Territory, and it was

Resolved, That the subject be referred, without recommendation, to the Official Class'n. Committee, requesting Chairman Gill to advise the decision reached by that Committee.

Application to Include Screw Hook Hinges, Crow Bars, Harrow Teeth and Lag Screws in List of Iron and Steel Articles, C. L. Published in This Committee's Special Notice No. 1095.

The correspondence on the above subject was submitted and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that Screw Hook Hinges, Crow Bars, Harrow Teeth and Lag Screws be included in list of articles of Iron and Steel Manufacture, authorized in Central Freight Ass'n. Information No's. 484-488, series A and 2617 and 2630, effective on Legal Notice.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 405.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Feb. 5th, 1907.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry. (St. L.-L. Lines)—
T. H. & I. R. R.—
The Wabash R. R.—

R. D. Yoakum, Chairman.

Members reported more or less irregularities in rates on Flour, Provisions, Lumber, etc.

Letter read from Chairman Tucker regarding meeting, Columbus, Ohio, to check rates on Cast Iron Pipe, etc., and members instructed that he be wired that interested roads would be represented.

Adjourned to Feb. 8th.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 406.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Feb. 8, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry. (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman.

Members all reported more or less irregularities in rates on Lumber, Cotton, Packing House Products, Dressed Meats, Provisions, etc., etc., export and Domestic.

The Secretary presented list of rates checked in at Indianapolis meeting 6th on Pig Iron, Billets, etc., which were recommended to Central Freight Association for authorization. (See Letter Feb. 8th, to J. F. Tucker.)

A. G. F. A. Becker was asked for his vote to authorize expense on Minimum Basing Sheet, as per resolu-

tion Feb. 1st, and said was going to Chicago tonight and would confer with G .F. A. Keepers.

The subjects of rates on Clay, Feldspar, etc., and weights on Ponies, Colts., etc., C. L. were laid over until next meeting.

Adjourned to Tuesday, 12th.

R. M. Fraser, Secretary.

File 4032.

Complainant's Exhibit Fraser No. 407.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee, Held in C. C. C. & St. L. Ry. Office.

St. Louis, Mo., Feb. 12, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum, J. L. Murphy.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry. (St.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W .Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

Meeting convened, 11:00 a. m.

After the Special Meeting held today, the following subjects were considered:

Rates on Prepared Clay, Ground Flint and Feldspar, Crown Filler and Flint and Feldspar in the Rock, East St. Louis to C. F. A. and Trunk Line Territories.

The above subject was considered at meeting Jan.

4th, 1901. The Chairman stated he had since been in correspondence with Mr. Tucker and submitted the information received, and it was

Resolved, That the roads, members of this Committee, recommend to the Central Freight Ass'n. that Information Circulars at present in effect naming rates on Flint and Feldspar in the Rock, both to Central Freight and Trunk Line Territory, be amended so as to establish this traffic on basis of 83.33 per cent of the 6th class rate, and it further recommends that rates on same basis, viz: 83.33 per cent of the 6th class rate be authorized on Clay, Ground or Prepared, Ground Flint, Ground Feldspar and Crown Filler, C. L. between all points in Central Freight Ass'n. Territory and from all points in Central Freight Ass'n. Territory to points in the Trunk Line Territory.

Minimum Basing Sheet or Guide Book For Compiling Rates to Points in Central Freight Ass'n. Territory.

Letter 11th from A. G. F. A. Becker was read, in which he stated that the I. C. R. R. would not participate in the expense of "Minimum Basing Sheet" on the basis of the resolution adopted at meeting Feb. 1st, and it was

Resolved, That Chairman Fraser be and is hereby instructed to discontinue the work of compiling the Minimum Sheet and to include such expenses as have been incurred in the expenses of the Committee for the month of February.

Adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 408.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Feb. 12, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum, J. L. Murphy.
C. P. & St. L. Ry.—G. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St L. Ry.—
So. Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

It was suggested by one of the members that two meetings each week took up too much time and it was

Resolved, That future meetings be held on Tuesday of each week at 11:00 a. m. sharp.

Enquiries regarding the maintenance of rates developed the fact that rates on Cotton, Lumber, Grain Products, etc., were being cut by some lines and situation not very encouraging.

Sec'y. read letter 6th file A-13007 from Chief Inspector regarding weight on Ponies, Colts, etc., and after a general discussion the Sec'y. was instructed to secure some information from G. F. A., T. H. & I. C. C. as to their manner of securing weights and report at next meeting.

Sec'y. also presented resolution regarding rate on Clay, Feldspar, Flint and Crown Filler, which was adopted as recommendation to the Central Freight Ass'n. and transmitted in letter this date to Chairman Tucker.

Letter 11th from A. G. F. A. Becker was read in which

he stated that the Ill. Cent. R .R. would not participate in the expense of "Minimum Basing Sheets" on the basis of the resolution adopted at meeting Feb. 1st and it was

Resolved, That Chairman Fraser be and is hereby instructed to discontinue the work of compiling the Minimum Basing Sheet and to include such expenses as have been incurred in the expenses of the Committee for the month of February.

Adjourned to Tuesday, Feb. 19th.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 409.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Feb. 19, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—G. W. Galligan.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St L. Ry.—
So. Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

All members gave their views as to the situation to the effect that rates on Sundry Commodities, both Domestic and Export, were not in accordance with the authorized Tariff.

The discussion did not, however, result in any definite action to change the situation.

The Sec'y. read letter Feb. 13th, file F-336 (3280)

from Chairman Tucker regarding rate on Enameling Plate and Steel Bolsters and it was suggested that if Mr. Tucker could arrange the matter with the T. St. L. & W. R. R. there would be no trouble in having the Committee give it prompt attention.

The Sec'y. read letters from members, making enquiries regarding the proper rating to apply on Various Articles and Animals, from Mexico for Pan-American Exposition, and it was

Resolved, That the Chairman issue a Circular Letter calling attention of all members to Central Freight Ass'n. Information No.'s 2582 and 2606, Dec. 20th and 31st, 1900, giving full information regarding Rates, Releases, etc., on all exhibits for the Pan-American Exposition, Buffalo, N. Y."

A letter was also read regarding the absorption of Mo. Pac Ry. Switching on competitive traffic to Virginia. No definite action was taken, although the representative of one or more roads stated that they did or would absorb the Mo. Pac. Switching on traffic destined to points reached via the Mo. Pac. Iron Mountain Route, through the Southeast. (See file 3321.)

Adjourned until Tuesday, Feb. 26th.

R. M. Fraser, Secretary.

File 4032.

Complainant's Exhibit Fraser No. 410.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Feb. 26, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.

C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—H. W. Taylor.
T. St. L. & W. R. R.—E. Keene.
The Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman.

Each member expressed his opinion as to the condition of affairs and while there were some rumors or reports or irregularities, there was a marked improvement in past few days and apparently very few contracts at less than tariff would be in effect after 28th inst. One contract of about 20 cars Lumber to a New England point was reported and might not be completed for 30 or 60 days.

It was agreed that all future meetings shall be attended by the Chief resident traffic Official of each road. It was also agreed that until otherwise agreed meetings shall be held on Tuesday and Friday of each week, at 11:00 a. m. sharp. The Sec'y. presented a letter from G. F. A., T. H. & I. R. R. regarding weight and number of Horses, Mules, Range Horses, Ponies, etc., which was ordered submitted to the members by Circular Letter to be further considered at Meeting. (See Circular 26th, file 4062.)

R. M. Fraser, Secretary.

Adjourned.

Complainant's Exhibit Fraser No. 411.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., March 1, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.

C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday, by E. S. Orr.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor, by E. S. Orr.
T. St. L. & W. R. R.—E. Keene.
The Wabash R. R.—

In consequence of the several members not being present or represented no business was transacted.
Adjourned to Tuesday 5th.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 412.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., March 5, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. &. A. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—

R. M. Fraser, Chairman.

Meeting convened 11:15 a. m.

Proportional Rate on White Limestone, C. L., from East St. Louis to Trunk Line Territory Originating at Quarries in Missouri.

The Chairman submitted letter from a member mak-

ing application to establish Commodity Rate on above named traffic, same as in effect on Granite, Rough Quarried, from points in Missouri authorized in C. F. A. Information No. 495, series A. and No. 2656, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they establish rates on White Limestone, originating at points in Missouri, C. L., minimum weight as per Official Class'n., East St. Louis to New York 26 cts., Boston, 28 cts., Philadelphia, 24 cts., and Baltimore, 23 cts., and to the Western Termini Points 17½ cts. per 100 lbs., effective on Legal Notice.

Application to Establish 6th Class Rates on Cleaned Empty Bags, Second-Hand, Returned.

The Chairman read letter from a shipper on the above subject, and it was

Resolved, That the application be referred to the Official Classification Committee, without recommendation, requesting Chairman Gill to advise decision reached.

Rates on Grain, C. L., From East St. Louis to Points on the C. I. & L. Railway South of Greencastle.

The Chairman submitted the correspondence on the above subject and it was

Resolved, That the subject be laid on the table.

Instructions as to the Manner of Ascertaining the Number of Animals Loaded in Each Car and Correct Weight to Be Charged on Horses, Mules, Ponies, Colts, Range Horses, Etc., at National Stock Yards, East St. Louis, Ill.

This subject was considered at regular meeting Feb. 1st and Special Meeting Feb. 26th, and the information obtained submitted by Circular Letter Feb. 26th, file 4062.

After a further discussion of the subject today, it was

Resolved, That the Chairman prepare a general letter of instructions regarding the handling of Horses, Mules, Ponies, Range Horses, etc., from National Stock Yards and East St. Louis—copies to be furnished the members.

The Chairman to secure vote of absent members to the proposition.

Rates on Pig Iron, Billets, Blooms, Etc., E. St. Louis to Parkersburg, W. Va., as Compared With Rates From Cairo and Other Ohio River Crossings.

The correspondence on the above subject being submitted, it was

Resolved, That Chairman Tucker be requested to docket this subject for consideration at Central Freight Ass'n. Meeting 13th and 14th.

Application to Include Wagon Boxes and Skeins (Iron) in List of Iron and Steel Articles, Published in This Committee's Special Notice. No. 1059.

The Chairman submitted the above application, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that Wagon Boxes and Thimble Skeins be included in list of articles of Iron and Steel Manufacture authorized in Central Freight Ass'n. Information Nos. 484-488, series A and 2617 and 2630, effective on Legal Notice.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 413.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 5, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum, by E. S. Orr.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—
The Wabash R. R.—
T. St. L. & W. R. R.—

W. M. Bushnell, Chairman.

The gentlemen present discussed the condition of affairs, which were somewhat improved, but not entirely satisfactory.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 414.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 8, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.

Ill. Cent. Ry.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—S. B. Knight.
T. St. L. & W. R. R.—

E. S. Orr, Chairman.

A letter 6th, file W-7493 from G. F. A. Wabash read regarding change in C. F. A. Information No. 461—A "Ill. Terminal Railroad Allowance," and resolution adopted and sent Chairman, Central Freight Ass'n. in letter 8th, file 3296.

As instructed at meeting 5th, the Secretary submitted draft of letter of instructions regarding C. L. shipments of horses, Mules, etc., which after changes was ordered issued as per Circular Letter 11th, file 4062.

Attention was called to joint letter 2nd, file U-S from G. F. A., Mo. Pac., about rates on Beauxite Ore, to Eastern Points. Letter written to the Mo. Pac. to the effect that rates from East St. Louis, 6th class, which allowed lines west, $3.25 ton out of through rate named by them and no reason why we should make less than 6th class.

There being no other subjects to present, meeting adjourned.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 415.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 12, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—

C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—
The Wabash R. R.—S. B. Knight.

Geo. W. Becker, Chairman.

Not having any subjects to present, did not remain during conference.

R. M. Fraser, Secretary,
Per J. G. R.

Complainant's Exhibit Fraser No. 416.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 15, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
So. Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—S. B. Knight.

No Chairman.

In absence of several members there was no regular meeting, merely informal conference between the members present.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 417.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 19, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by W. D. Holliday.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—
The Wabash R. R.—

In absence of several members there was no meeting.

The Secretary gave notice that there would be a call issued for a regular meeting of the Committee, Friday, 29th, at C. C. C. & St. L. Ry. Office, to consider subjects on the docket.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 418.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., March 22, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—B. J. Rowe.

L. H. & St. L. Ry.—
Southern Ry. (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
R. M. Fraser, Chairman.

Meeting convened 11:00 a. m.

Percentage Allowance to the Ill. Terminal R. R. Request That C. F. A. Info. No. 461-A and 2552 Be Corrected to Read on Traffic Between Alton Instead of From Alton, Etc.

The above subject was considered at Special Meeting March 8th and the following action taken:

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n., that they re-issue Information No. 461-A corrected, and No. 2552, changing same so as to make the percentages allowed, to apply on traffic "between Alton and such Eastern destinations" instead of "from Alton to such Eastern destinations," effective on Legal Notice.

And it was further

Resolved, That the same divisions be made applicable between Edwardsville, via Edwardsville crossing and the same Eastern points.

The Chairman stated he had received letter from Chairman Tucker advising that at the Central Freight Ass'n. meeting 14th inst., the above recommendation was not concurred in and after further consideration today, it was

Resolved, That the subject be laid on the table.

Rates on Lumber, C. L., from St. Louis Proper, to Trunk Line Territory.

Letter 16th, file A-7596 from the Chief Inspector being submitted, it was

Resolved, That the subject be laid over in consequence of the parties referred to, not being present.

Rates on Steel Bolsters and Enameling and Black Plate, C. L., E. St. Louis to Western Termini Points and Trunk Line Territory.

The above subject was last considered at meeting Feb. 1, 1901.

The Chairman read letter from Mr. Tucker relative to rates on this traffic being cancelled, effective April 1st, 1901.

After due consideration, it was

Resolved, That this subject be referred back to Chairman Tucker, stating that as the T. St. L. & W. R. R. are not members of this Committee, if he will take the subject up with the Traffic Officer of that road and get assurance from him as to the date on which the rates referred to on Steel Bolsters, Enameling or Black Plate will be cancelled and the authorized rates made effective, the matter will then be given prompt attention by this Committee.

Application to Include Wagon Boxes, Thimble Skeins, Screw Hook Hinges, Crow Bars, Harrow Teeth and Lag Screws in List of Iron and Steel Articles Published in This Committee's Special Notice No. 1059.

The above subject was considered at meetings Feb. 1st and March 5th, 1901.

The Chairman stated that he had received letter from Mr. Tucker stating that recommendation of this Committee was considered at Central Freight Ass'n. Meeting March 14th inst., and it was the sense of the meeting that it is undesirable to comply with the request.

And it was

Resolved, That the Chairman advise the parties making the application that same was declined by the Central Freight Ass'n.

Switching Charges or Belt Line Rates on Cars Known as "Idlers."

The following Joint Letter on above subject was re-

ceived from Chairman Tucker, dated March 15th, 1901, file 7693:

"A question has arisen as to whether cars known as "Idlers" which, my understanding is, is a car that bears no part of the load but is put on as a kind of a pilot where part of the load extends over the car for safety in transportation, should be considered as a loaded car in the payment of switching or Belt Line rates, where such rates are fixed at so much per loaded car.

The Rules and Regulations Committee of this Ass'n. considered the matter at the general meeting yesterday and directed me to investigate the matter as to what was the practice at other points.

Won't you kindly advise me if this question ever came up and how handled by your Committee, and thus much oblige."

And it was

Resolved, That the subject be submitted to the members by Circular Letter.

Rates on Sulphide of Ore, in Bulk, Released to $10.00 per Ton, C. L., East St. Louis to Pittsburg as Against Rate of 12½c from Chicago to Pittsburg Authorized in C. F. A. Information No. 2729.

The Chairman submitted letter from G. F. A., A. T. & S. F. Ry. in which he requested to be advised what rate would apply from East St. Louis in view of rate from Chicago, as per C. F. A. Infr. 2729.

And it was

Resolved, That the Chairman write G. F. A., A. T. & S. F. Ry. naming the rate now in effect from East St. Louis.

Rates and Divisions on Hides, Dry in Bundles and Bales and Wool, C. L., named in Mo. Pac. Rys. Tariff No. I. S. 9152 and Division Sheet No. 1 Thereto.

The Chairman submitted correspondence on the above subject, and it was

Resolved, That the subject be laid over for necessary reply from G. F. A., Missouri Pacific Ry.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 419.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., March 22, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

W. D. Holliday, Chairman.

The Secretary repeated what was said at last meeting regarding vacation desired by Chief Clerk Reynolds, in consequence of ill health, request was granted and for the present his salary would be continued. (See letter 20th to Mr. Knight, file 3234.)

All subjects on the docket having been disposed of the Sec'y. did not remain for the conference.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 420.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., March 26, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

N. W. Taylor, Chairman.

Statements made by members present indicated irregularities in the rate situation, some of which were satisfactorily explained.

The Sec'y. read letter 16th, file A-7596 from Chief Inspector regarding rates on Lumber and he was instructed to file papers without reply.

The Sec'y. also read letter 25th, file F-336 from Chairman Tucker regarding cancellation of unauthorized rates on Steel Bolsters etc. and was instructed to answer that the Committee declined to take any further action on the subject until the terms of resolution adopted March 22nd are complied with.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 421.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., March 29, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry., (St. L.-L. Lines)—
T. H. & I. R. R.—
The Wabash R. R.—P. W. Coyle.

In consequence of several of the members being absent, there was no regular conference.

It was decided that there would be no meeting on Tuesday, April 2nd, (election day.)

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 422.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., April 5, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday, by E. S. Orr.
Ill. Cent. R. R.—G. W. Becker.

L. H. & St. L. Ry.—
Southern Ry.—
The Wabash R. R.—P. W. Coyle.
T. H. & I. R. R.—N. W. Taylor.

The Secretary did not remain during Conference Meeting.

R. M. Fraser, Secretary.
Per J. G. R.

Complainant's Exhibit Fraser No. 423.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office B. & O. S. W. R. R.

St. Louis, Mo., April 9th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday, by E. S. Orr.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

N. W. Taylor, Chairman.

The conference indicated very strongly that some lines were not adhering to tariff—Export was most affected, but there were also some irregularities on Domestic Traffic.

Letter 4th, file 7920 from Chairman Tucker regarding provision rate, 30c per 100 lbs., E. St. Louis to Baltimore, all rail, via a Virginia Line was read and the Sec'y. instructed to write Mr. Tucker suggesting that as the Virginia Line rates are controlled by Messrs. Fitzgerald, Broaddus and Lewis, Fast Frt. Line Man-

agers, it would, no doubt, have more effect if he (Mr. Tucker) would take the subject up with the parties named.

The rate referred to is in C. G. D. Joint Commodity Freight Tariff No. 42—I. C. C. A-244, Dec. 27th, 1900, and may be in others.

R. M. Fraser, Secretary.

Adjourned.

Complainant's Exhibit Fraser No. 424.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.
Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office B. & O. S. W. R. R.

St. Louis, Mo., April 12, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday, by E. S. Orr.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman.

Letters were read and action taken as below:

From Mo. Pac. 10th, file K-78915—D-7 for rate on Imported Mahogany Squared Logs, Indianapolis, Ind. Advised Official Class'n. rating 5th class, 13½ cts. woods of Value. (file 4095.)

From Chairman Tucker 9th, file 7943, ½c deducted by Ill. Cent. R. R. at E. St. Louis on Cotton.

Advised that no authority or warrant for M. & O. Switching being allowed out of rate from E. St. Louis etc., (File 4094.)

From Chairman Tucker 8th, file Infr. 95—A "rules Horses and Mules to Virginias."

Advised that Infr. No. 95-A April 15th, 1899, should be cancelled and Official Class'n. rules govern on shipments to Virginias as well as to Trunk Line Points. (File 3261.)

From Chairman Tucker, 1st, Infr. 2744, Pig Iron, Billets, etc., basis to Parkersburg, W. Va.

Advised by B. & O. S. W. that basis provided in 2744 as high rates as can be maintained. (File 2927-B.)

Having an engagement with Mr. C. F. Tucker, I did not remain during Conference Meeting.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 425.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry. St. Louis, Mo., April 5, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—H. S. Bradley.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry. (St. L.-L. Lines)—
The Wabash R. R.—P. W. Coyle.
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 11:00 a. m.

Switching and Reconsignment Rules and Charges to Govern on C. L. Shipments at St. Louis and E. St. Louis, Submitted by Local Agents.

The Chairman submitted letter from a member with papers attached, containing proposed Agreement for uniform charge for switching and reconsignments at St. Louis and East St. Louis, and it was

Resolved, That the Chairman advise Mr. Taylor, by letter, that the proposed Agreement, as submitted by Mr. Creveling, is satisfactory to the roads, members of this Committee.

Switching Charges or Belt Line Rates on Cars Known as "Idlers."

The above subject was considered at meeting 22nd, ult. The Chairman stated he had issued Circular Letter. Replies from the different roads being submitted, it was

Resolved, That the Chairman advise Mr. Tucker, by letter, that the roads, members of this Committee, make no charges on these cars, other than as provided therefor in the Official Classification.

Rates on Clay and Silica, C. L., E. St. Louis to Chicago, Detroit, Hancock and Houghton, Mich., When From Points on M. & O. R. R.

The Chairman read letter from a member regarding rates on this traffic, named in M. & O. Freight Tariff No. I. S.-3231, relative to establishing uniform divisions to apply via East St. Louis Lines, etc., and it was

Resolved, That the roads, members of this Committee, will not accept less than the local rates, on this traffic, from East St. Louis, and that the M. & O. be advised accordingly.

Rates on Pig Iron, Billetts, Blooms, Etc., E. St. Louis to Parkersburg, W. Va.

The above subject was considered at meeting March 5th, 1901, and referred to the Central Freight Ass'n. At meeting of that Ass'n. 14th ult., rates were authorized to Parkersburg on Pig Iron, $2.40, Billets, etc., $2.75 per gross ton, as per Information No. 2744.

The Chairman read letter from Mr. Tucker, dated April 1st, in which he requested this Committee to reconsider the subject with the view to establishing

same rate to Parkersburg as authorized to Wheeling. And it was

Resolved, That a copy of Chairman Tucker's letter be referred to Mr. Orr, requesting that the B. & O. S. W. advise their position regarding this matter. Subject to be further considered at next meeting.

Application For Reduction in Rates on Enameled Brick, C. L., East St. Louis to C. F. A. and Trunk Line Territories.

Letter from a shipper was read containing application for same rates on Enameled Brick, C. L., minimum 40,000 lbs., released to a valuation of $5.00 per ton, as are at present in effect on Pressed Brick from East St. Louis to C. F. A. and Trunk Line Territory. And after due consideration, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize rates on Enameled Brick, C. L., released to a valuation of $5.00 per ton, minimum weight 40,000 lbs., on same basis as are at present in effect on Pressed Brick, C. L., from East St. Louis to C. F. A. and Trunk Line Territory, effective on Legal Notice.

Application For Reduction in Rate on Manganese Ore, C. L., From Pacific Coast Points, E. St. Louis to Pittsburg, as Against Rate Via Chicago.

The Chairman submitted the correspondence on the above subject, and it was

Resolved, That the Chairman advise Mr. E. B. Lane, A. G. F. A., Mo. Pac. Ry., that the lowest rate the roads, members of this Committee, can accept on this traffic, east of East St. Louis, is their division of the through rate of 75 cts. to Pittsburg, viz: 13.8 cts. per 100 lbs. and subject to be laid on the table.

R. M. Fraser, Chairman,
Per J. G. R.

Adjourned.

Complainant's Exhibit Fraser No. 426.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., April 16, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

Letters were read and action taken as below:

From Chief Inspector 12th, file A-12785, relating to shipments consolidated into carloads and Secretary instructed to send copy to resident members. (File 3322-A.)

From Chairman, C. F. A., 9th, file 7943, about absorption of switching on American Cotton Co. shipments was read again with additional correspondence, and it was

Resolved, That the roads, members of this Committee, hereby agree that no concession will be made covering the charges for switching on Cotton from the Warehouses of the American Cotton Co. at E. St. Louis, provided all of the East St. Louis roads agree to the same. The Chairman to secure the vote of roads not represented.

All members present voted in the affirmative.

Letter written 17th to Messrs. Campbell, Keane, Lindsay and Fitzgerald for their vote.

At conference meeting reports indicated generally that the rate situation was far from satisfactory.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 427.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., April 19, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—
The Wabash R. R.—

E. S. Orr, Chairman.

Letters were read and action taken as follows:

From A. G. F. A. Holliday, 17th, file R. A. 22911, regarding rate on "Alumina." Advised Official Classification L. C. L. 4th, C. L. 5th would apply. (File 3333.)

From S. B. Knight, 17th, file B-2, with letter 13th, file X-13 Mo. Pac. Ry., regarding rate on "Guayale," a "Shrub" to make rubber. Additional information requested by letter 19th to Mo. Pac. (File 4097.)

From Chairman C. F. A. 18th, file G-78, request for rate on Enameled Brick, declined Advice Letter G-109. Applicant informed by letter 19th, file 3252.

From A. G. F. A. Holliday 16th, file H-10247, Rate on Crude Sulphur, C. L., E. St. Louis to New York, etc., same basis as westbound. (File 3210.)

From Chief Inspector 16th, file A-7596, Lumber from St. Louis, billed Proportional rate. Letter 19th

to G. F. A., C. P. & St. L., copy to Chief Inspector. File 3261.

I did not remain for Conference meeting.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 428.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., April 23, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman.

The subject of absorbing switching on Cotton from American Cotton Co. Warehouses, East St. Louis, on which resolution was adopted 16th, was further considered today and Chairman Fraser was instructed to ascertain whether any other than the Wiggins Ferry tracks reached the said warehouse, if so, which ones, and to report at subsequent meeting. (File 2820.)

The subject of Circular Letter 20th, file 3208-A regarding rates on Pig Lead and Spelter, was under consideration and it was decided by the Committee that no change would be made for the present at least, and that the same rates from East St. Louis would be charged as heretofore, on both Pig Lead and Spelter, until otherwise agreed. The question to be further considered in event of question being raised, by Chairman, Central Freight Ass'n.

R. M. Fraser, Secretary.

Complainant's exhibit Fraser No. 429.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., April 26, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry. (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—

N. W. Taylor, Chairman.

Received a letter dated 26th signed W. D. Holliday, as Chairman of sub-committee, requesting information by weeks, regarding tonnage carried, etc., by all roads in May, etc. Attention of members called to fact that their request was not in accord with any instructions from Executive Officers, as they stated in substance that their request would be approved if submitted, the figures asked for will be furnished.

Statements made by members indicated a very general improvement in rate situation with good prospects for the future.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 430.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., April 30th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.

C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry—W. C. Lindsay.
Southern Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. D. Yoakum, Chairman.

Letter 29th, file 8005, from Chairman Central Freight Ass'n. was read regarding application of Illinois Terminal R. R. for membership in Central Freight Ass'n. and it was recommended that same be declined, Letter to J. F. T., April 30th, 1901, file 3296.

Messrs. Taylor, Orr, Yoakum and Campbell appointed a Committee to confer with D. F. A. Keane regarding attendance at Committee meetings.

The reports as to maintenance of rates indicated much improvement, in fact, rates in very good shape.

The members were urgently requested to be present at meetings promptly at time named.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 431.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., May 3, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.

T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

G. W. Becker, Chairman.

Letters were read and action taken as follows:

From Mo. Pac. Ry., April 13th and 30th, May 2nd, file X-13, rate on Guayale, C. L., East St. Louis to Cleveland; notified would protect 4th class (23 cts.) on experimental shipments, if advised before forwarding and consider lower rate later. (File 4097.)

From Chairman Tucker April 26th, file F-984, request that Information No. 529-A and 2794, Special Notice No. 1070-1071, rates on White Limestone East St. Louis to Western Termini and East be cancelled. Answered that under circumstances as explained, etc., Committee recommend cancellation at once. (File 4087.)

All members reported rate situation improving daily.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 432.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., May 7, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by N. W. Taylor.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell, by N. W. Taylor.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

G. W. Becker, Chairman.

Members present reported rate conditions generally improving.

R. M. Fraser, Secretary.

Complainant's Exhibit Fraser No. 433.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., May 10th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by N. W. Taylor.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. D. Yoakum, Chairman.

The subject of Switching on Cotton at East St. Louis, considered April 23rd, was under consideration again today and it was agreed by the Committee, also T. St. L. & W.—M. & O.—L. & N. and Mo. Pac.-Iron Mountain that the charge for switching, all of which was performed by the Wiggins Ferry Co., should be in addition to the rate from East St. Louis, effective May 15th. See signed letter to Agts., etc., dated May 10th, and letter to American Cotton Co., dated 13th, file 2820.

Letter 9th from Wabash regarding reduction in rate on Lumber to Flint, Mich., from 14 to 12 cts. was considered and copy ordered sent to C. F. A., with recemmendation of Committee. (File 4008-A.)

Enquiry made as to proper rate on Sublimed Lead via Rail and Lake, and it was stated that this office had

no jurisdiction whatever over the Rail and Lake rates. (File 3388.)

I did not remain for conference meeting.

R. M. Fraser, Secretary.

The next meeting to be called Monday 13th, 11:00 a. m.

Complainant's Exhibit Fraser No. 434.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., May 22, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.

N. W. Taylor, Chairman.

D. F. A. Keane stated that he was notified by T. M. Whitney, that the T. St. L. & W. would not be a party to Joint Notice No. VI., May 10th, 1901, Switching on Cotton from St. Louis Cotton Compress Co. Warehouse in East St. Louis, and he wished his signature to the agreement cancelled.

The roll was called to ascertain whether members of the Committee would reaffirm and maintain the Agreement referred to above, regardless of action of T. St. L. & W. and all members present voted in the affirmative, G. F. A. Bushnell not being present on the 22nd, voted in the affirmative on the 24th, making vote unanimous, it being understood that the members will

confer with T. M. Whitney and endeavor to secure his endorsement of the Agreement, file 2820.

D. F. A. Keane stated that he would attend meeting of the Committee and co-operate with them in maintenance of rates, etc., but the T. St. L. & W. were not prepared to become regular members and furnish copies of billing or other information needed in the preparation of statistics.

Attention was called to Special Notice No. 1049, Dec. 1st, 1900, Grain and Grain Products to com. C. F. A. Points being higher than present basis to Western Termini, and it was decided that a reissue of 1049 was not advisable at this time. Any rates higher than authorized to Western Termini could be reduced under the intermediate rate clause.

I did not remain for Conference Meeting.

R. M. Fraser, Secretary.

Adjourned.

Complainant's Exhibit Fraser No. 435.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., May 24, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor, by E. S. Orr.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W.—E. Keane.

R. D. Yoakum, Chairman.

G. F. A. Bushnell voted in the affirmative with the Committee to not pay switching on Cotton from St. Louis Cotton Compress Co. Warehouse, East St. Louis. (See proceedings 22nd.)

I did not remain for Conference Meeting.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 436."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., May 28, 1901.

Representation:

B. & O. S. W. R. R—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry. (St. L.-L. Lines)—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

E. S. Orr, Chairman.

Application was made for rate on Iron Pyrites or Sulphur Ore, C. L., to C. F. A. Points and recommended to Central Freight Ass'n by letter this date, file 3210.

Attention was called to B. & O. S. W. Supplement No. 3 to I. C. C. No. 2600 having restored rate on Lumber to Columbia City, effective May 30th. Resolution adopted to restore by all lines effective June 10th, was communicated to all resident members by Circular Letter this date, file 4008-A.

The Commodity and Tonnage statement asked for by letter April 26th, was furnished the Committee

today for period 15th-21st, inclusive. Statement for period 8th-14th, inclusive furnished at meeting 22nd. I did not remain for Conference Meeting.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 437."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen. Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., May 31st, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—
So. Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—

P. W. Coyle, Chairman.

Letter 23rd, file 7930, from Chairman Tucker enclosing letter 21st, file J-645, from G. F. A. Keepers, was submitted regarding rates or divisions via East Cape Girardeau. The subject was duly considered and motion made to approve the recommendation did not secure a second. The following resolution was then adopted.

Resolved, That the application to establish between East Cape Girardeau and Central Freight Ass'n points and Trunk Line Territory the same rates as in effect to and from East St. Louis be declined.

Chairman Tucker notified by letter May 31st, file 4099.

Letter 27th, file A-7596, from Chief Inspector Rainer

was read regarding irregularities in rates on Lumber and specific information requested regarding shipments since April 23rd. Letter written to Paul P. Rainer May 31st, file 3281.

I did not remain for Conference Meeting.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 438."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on Date Named Below.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Illinois Central Railroad—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
So. Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

R. M. Fraser, Chairman.

C & A. Ry. not represented, May 3rd, 28th and 31st.

C. P. & St. L. Ry. not represented April 12-19-30, May 10-22-28th.

C. C. C. & St. L. Ry. not represented April 12th.

Ill. Cent. R. R. not represented April 12th and 19th.

L. H. & St. L. Ry. not represented April 16-19, May 28th and 31st.

Southern Ry. not represented April 12-16-19, May 28th.

T. H. & I. R. R. not represented April 19th.

The Wabash R. R. not represented April 19th.

T. St. L. & W. R. R. not represented except at meeting May 28th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

APRIL 12TH.

Horses, Mules, Etc., to the Virginias.

Letter April 8th, Information No. 95-A, from Chairman Tucker was read, calling attention to the Official Class'n ruling on Horses, Mules, Ponies and Colts, as conflicting with Information No. 95-A, asking whether the St. Louis Lines desire the latter continued and it was

Resolved, That Chairman Central Freight Ass'n be requested to cancel Information No. 95, series A, April 15th, 1899:

"Rules governing shipments of Horses and Mules to points in the Virginias," thus leaving Official Class'n rules to govern on shipments to the Virginias, same as to Trunk Line Territory.

This was communicated to the Chairman of the Central Freight Association in letter 12th, file 3261, and action taken as per Information No. 532-A-, May 1st.

APRIL 19TH.

Application for Reduction in Rates on Enameled Brick, C. L., E. St. Louis to C. F. A. and Trunk Line Territory.

This subject was considered at meeting April 5th and recommendation of Committee sent to Chairman, Central Freight Ass'n in letter same date.

The application was submitted to C. F. A. roads by Advice Letter G-78 and declined, as stated in Advice Letter G-109.

The party making application was advised by letter April 19th that Central Freight Ass'n and Trunk Line Roads interested, individually decided not to authorize the reduced rates asked for.

Iron Pyrites or Sulphur Ore to Trunk Line Points

Application was made for rate Eastbound, same as Westbound and after consideration, it was

Resolved, That the individual roads, members of this

Committee, recommend to the Central Freight Ass'n that they authorize rate on Iron Pyrites or Sulphur Ore, C. L., minimum 30,000 lbs., East St. Louis to New York, 18 cents per 100 lbs., usual difference to other Eastern cities.

For authority see Information No. 538-A, Special Notice 1077, file 1032.

APRIL 30TH.

Membership Illinois Terminal R. R. in C. F. A.

Letter April 29th from Chairman Central Freight Ass'n was read and it was

Recommended, That the application be declined and Chairman Tucker notified accordingly.

MAY 3RD.

Proportional Rates on White Limestone, C. L., from E. St. Louis to Trunk Line and Western Termini Points Originating at Quarries in Missouri.

This subject was last considered on March 5th, as shown by proceedings. Letter April 26th, file F-984, from Chairman Central Freight Ass'n was read at Special Meeting April 30th, and laid over until May 3d, calling attention to the rates authorized in C. F. A. Information No. 2794, and 529-A (this Committee's Special Notice No. 1070 and 1071) being less from East St. Louis than on Stone from Bedford, Ind., which is held on basis 28 cents to New York (3 cents above 6th class) and asking that the Committee consider the subject of cancelling the information numbers mentioned, and it was

Resolved, That in view of the statement made by Chairman Tucker in his letter April 26th, file F-984, as to the bad effect the rates named in Information No. 529-A and 2794 are likely to have on rates from other points, this Committee recommends that the above mentioned Information numbers be cancelled at once.

This was communicated to Chairman Tucker in letter 3rd and action taken as per C. F. A. Information No. 2829 and 534-A, also Special Notices 1074 and 1075.

MAY 10TH.

Switching Charges on Cotton from St. Louis Cotton Compress Company Warehouse at East St. Louis.

This subject was brought up by correspondence from Central Freight Ass'n (file 7943) and after sundry conferences, the action taken at meeting May 9th, 1899, on this subject was reconsidered, and it was

Resolved, That the roads, members of this Committee, hereby agree that no concession will be made covering the charge for switching on Cotton from the Warehouse of the St. Louis Cotton Compress Co. at East St. Louis, destined to Central Freight Ass'n or Trunk Line Territory or for Export, but the charge for this service shall be in addition to the rate from East St. Louis, effective May 15th.

The subject was further considered at Conference Meeting 22nd and previous action reaffirmed, (file 2820.)

MAY 10TH.

Proportional Rate on Lumber to Flint, Michigan.

Letter from a member was read making application for rate 12 cents and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they authorize a Proportional Rate on Lumber, etc., C. L., East St. Louis to Flint, Mich., 12 cents per 100 lbs.

Letter 18th, file 8086, from Chairman C. F. A. states that subject was considered at meeting 16th and roads interested individually advise that application be declined.

MAY 22ND.

Representation T. St. L. & W. R. R.

Mr. E. Keane, D. F. A., T. L. & W. R. R. was present and stated that he would attend meetings of the Committee and co-operate with them in maintenance of rates, etc., but the T. St. L. & W. R. R. were not prepared to become regular members and furnish copies of billing or other information needed in the preparation of statistics.

Rates on Grain and Grain Products to C. F. A. Points.

Attention was called to Special Notice No. 1049, Dec. 1st, 1900, Grain and Grain Products to some C. F. A. Points being higher than present basis to Western Termini and it was decided that a reissue of 1049 was not advisable at this time. Any rates higher than authorized to Western Termini could be reduced under the intermediate rate clause.

MAY 28TH.

Rate on Iron Pyrites or Sulphur Ore to C. F. A. Points.

Application was made for rate to C. F. A. Points on similar basis authorized to Trunk Line Points in Information No. 538-A and after consideration, the following resolution was adopted and transmitted to Chairman, Central Freight Ass'n, 28th inst.

Resolved, That the individual roads, members of this Committee recommend to the Central Freight Ass'n that they authorize a rate on Iron Pyrites or Sulphur Ore, C. L., minimum 15 gross ton, East St. Louis to:

Buffalo, N. Y., and Pittsburg, Pa., $2.75 per ton, 2240 lbs.

Toledo, O., Detroit, and Ypsilanti, Mich., $2.20 per ton, 2240 lbs.

Cleveland, Ohio, $2.30 per ton, 2240 lbs.

Port Huron, Mich., $2.50 per ton, 2240 lbs.

Carrollton or W. Carrollton, Montgomery Co., O., $2.00 per ton of 2240 lbs.

Restoration of Rate on Lumber to Columbia City, Ind.

Attention was called to B. & O. S. W. R. R. Supplement No. 3 to I. C. C. 2600, having restored rate, effective May 30th, the following resolution was adopted and communicated to members by Circular Letter 28th, inst., file 4008-A:

Resolved, That effective June 10th, all roads, who have published or quoted a less rate than 11 cents per 100 lbs. on Lumber, C. L., East St. Louis to Columbia City, Ind., restore same to the regular basis (11 cents.)

MAY 31ST.

Application for East St. Louis Rates to Apply as Proportional Rates Between East Cape Girardeau and C. F. A. and Trunk Line Points.

Letter 23rd, file 7930, from Chairman Tucker was read asking the views of the St. Louis Committee on letter 21st, file J-645, from G. F. A. Keepers, which will be on docket for consideration at June meeting. The letter is as follows:

"The Southern Missouri & Arkansas Ry. Co. have made arrangements with the K. C. F. S. & M. R. R. to apply the same rates between East Cape Girardeau and stations on the K. C. F. S. & M. R. R. as are in effect between East St. Louis and K. C. F. S. & M. Stations, and in order to equalize the through rates to and from points in Central Freight Ass'n territory, also territory east of the Western Termini, the S. M. & A. have proposed to us that same rates be applied between East Cape Girardeau and the Eastern Territory above mentioned as in effect to and from East St. Louis; the East St. Louis basis to apply only as proportional rates on traffic destined to and coming from points on the K. C. F. S. & M. R. R. as covered by the attached tariffs. This company is in favor of the adoption of the basis proposed in order to place the East Cape Girardeau Route on a parity with the East St. Louis route and I will be glad if you will arrange

for consideration of the subject by the Central Freight Ass'n, accepting this letter as our application for authority to establish the proposed basis.

The tariffs which are enclosed are as follows:

K. C. F. S. & M. Tariff No. 1280.
K. C. F. S. & M. Tariff No. 1411.
K. C. F. S. & M. Tariff No. 1441.

I will add that the present basis for rates to and from East Cape Girardeau, is the Cairo basis, and it would be desired that the rates to and from East Cape Girardeau, proper, and intermediate stations be not disturbed."

After due consideration of the subject, it was

Resolved, That the application to establish between East Cape Girardeau and Central Freight Ass'n Points and Trunk Line Territory the same rates as in effect to and from East St. Louis be declined.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 439."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l. Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., June 4, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.

The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

P. W. Coyle, Chairman.

Letter from Chief Inspector read regarding Wabash billing, St. Louis berries, C. L., to C. F. A. points 4th class proportional rate, which A. G. F. A. Coyle claimed to be authorized by C. F. A. Information No. 2595, Dec. 24th, 1900. Letter written Chairman Central Freight Ass'n (file 3198).

Letter B-2 May 31st from G. F. A. Wabash road requesting rate on Alumina, C. L. Letter written F. T. M. Stith for more information. (File 3333.)

Letter May 31st from American Grain & Fuel Co., application for rate on Kornwood Kindling, C. L. Further information asked for. (File 4101).

Attention called to Vandalia Line billing corn at 11 cents to Philadelphia for export which was admitted by G. F. A. as in line with Chicago. No action taken. (File 3314.)

I did not remain for conference meeting.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 440."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., June 7th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday, per E. S. Orr.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. R. R.—W. C. Lindsay.
Southern Ry. (St.L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
T. St. L. & W. R. R.—

R. D. Yoakum, Chairman.

The following subjects were considered:

1. Application for 4th class rating, C. L. minimum 20,000 lbs., on Sheep Pelts, dry compressed in bales from west of the Miss. River. Recommended that present rating be continued. Letter to J. F. Tucker, (file 3331.)

2. Proper rate to apply on Berries and other fruit, C. L., originating at St. Louis, proper. Telegram and letter 6th, file 8098, from Chairman Tucker in which he says:

"Whenever proportional rates were authorized from points beyond the Miss. it was clearly intended and should be definitely understood that such proportional rates could only be applied on traffic that originated on railroads at points west of the Miss. River and on through shipments." (See file 3198.)

3. Proposed percents between Eastern Cities and Cairo, Ill., also Mississippi Valley points, submitted by M. & O. R. R. Papers referred back to G. F. A. Bushnell at his request, for examination and check. (At meeting 11th G. F. A. Bushnell withdrew subject from further consideration by the Committee. (File 3129.)

4. Furnishing the St. Louis Transfer Co. with revenue stamps for business of A. F. Shapleigh Hdw. Co. Request declined by letter 7th to A. F. Shapleigh Hdw. Co., (file 3204.)

5. Correspondence as to correct divisions on shipments from Cairo proper to Baltimore rate points via T. H. & I.—Papers to G. F. A. Taylor to report (file 3206-A.)

6. Application for rate on Cornwood Kindling considered at meeting 4th was ordered laid over until brought up again by shipper. (File 4101.)

7. Letter 5th, file A-7596, from Chief Inspector.—Lumber from St. Louis. G. F. A., C. P. & St. L. Ry. promised to investigate and give instruction to prevent repetition and report at next meeting. (File 3281.)

8. Request made to bring to next meeting copies of all issues for proportional rates in order that wording

of same as to territory from which rates apply be examined.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 441."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., June 11, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker
Southern Ry., (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

Geo. W. Becker, Chairman.

Irregular Billing of Lumber by C. P. & St. L. Ry.

G. F. A. Bushnell stated that he had issued instructions to the effect that all future shipments of this Commodity must be properly billed. (File 3281.) Letter 12th, file 85, received and repeated 13th to Chief Inspector.

Guarantee of Charges on Fruits, Vegetables, Etc.

Resolved, That resolution adopted last year and shown in Circular Letter Aug. 7th, 1900, be reaffirmed and Circular reissued. Each resident member to be furnished with 6 copies. (See Cir. June 11th, file 3024.)

Horses and Mules to the Virginias.

This subject was last considered at Special Meeting April 12th, (See proceedings May 31st.) Subject brought up again by letter 4th, file H-9424, from G. F. A., C. C. C. & St. L. Ry. and it was

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n that they reissue Information No. 95, series A, April 15th, 1899, "Rules governing shipments of Horses and Mules to points in the Virginias."

Effective on Legal Notice. (Letter 11th to Chairman C. F. A., file 3261.)

Rates on Hollow Brick and Bulding Tile to Trunk Line Territory.

This subject was brought up by letter dated June 7th, 1901, from E. S. Orr, Gen'l Agt. B. & O. S. W. R. R. After careful consideration following resolution was adopted:

Resolved, By the St. Louis Eastbound Frt. Committee, that it is their unanimous opinion that the same rates be made Eastbound as applies westbound and the attached papers be referred to Chairman Tucker with the request that the subject be docketed for consideration at meeting to-morow. (Letter 11th to Chairman Tucker, file 4102.)

At meeting 4th letter was submitted regarding rate on Alumina, C. L., and further the information requested at that time was presented in letter 8th, file L-10, from F. T. M. Stith. The Chairman was instructed to request additional information and subject laid over. (File 3333.)

R. M. Fraser, Secretary.

Adjourned.

File 4032.

"Complainant's Exhibit Fraser No. 442."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., June 14, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—
T. St. L. & W. R. R.—

N. W. Taylor, Chairman.

Tabulated list of Proportional Tariffs requested at meeting 11th was submitted and laid ever for another meeting.

R. M. Fraser, Secretary.

Adjourned.

"Complainant's Exhibit Fraser No. 443."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Frt. Office, C. C. C. & St L. Ry.

St. Louis, Mo., June 21, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.

C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W Taylor
The Wabash R. R.—
T St. L. & W. R. R.—

R. A. Campbell, Chairman.

Answers received from members to Circular Letter 13th, file 3206-A, divisions on traffic from Cairo via M. & O., etc., all replies being to the effect that only the authorized divisions were allowed, the T. H. & I. gave notice that they would give instructions to same effect.

Chairman Fraser was instructed to write Inspection Department in accordance with above and the subject to be tabled.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 444."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., June 25, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—
T. H. & I. R. R.—
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

W. C. Lindsay, Chairman.

Letter and Telegrams from Chairman Tucker were read regarding rates on Flour, Grain and Provisions from Mo. River, Etc. No action in consequence of several members absent. The letter and Telegrams communicated to all members by Circular Letter 25th, file 3272-A-3252.

Attention was called to letter 19th from District Inspector Lake (P. P. R. File A-14041) regarding billing of wool as from Utah, which was shipped from St. Louis, proper, no action taken. (File 3326.)

Attention was called again to Chief Inspector Letter 1st, file A-12821, also correspondence with Chairman Fraser (his file 8098) rate on Fruits and Vegetables from St. Louis and Chairman Fraser instructed to notify that subject referred to sub-committee for report. (File 3198.)

As instructed at meeting 11th, list of Proportional Rates prepared and submitted, and it was

Resolved, That a Committee of three be appointed by Chairman Fraser to formulate a uniform rule covering the application of Proportional rates from East St. Louis on traffic through the St. Louis gateway.

The Committee to report their conclusions in time for presentation to C. F. A. Meeting in September. Chairman Fraser to be Ex-Officio Chairman of the Sub-Committee.

Notice was given that the Sub-Committee appointed by the members in connection with their conference matters was this date disbanded or discharged and that the weekly statistical reports furnished, as per letter 4-26 from W. D. Holliday, Chairman Sub-Committee, be discontinued after report for third week of June.

The Conference Meeting then adjourned sine-die.

R. M. Fraser, Secretary.

"Complainant's Exhibit Fraser No. 445."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on Dates Named Below, Issued June 29th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
So. Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.
R. M. Fraser, Chairman.

C. & A. Ry. not represented, June 18th-25th.
C. P. & St. L. Ry. not represented, June 21st-25th.
C. C. C. & St. L. Ry. not represented, June 7th.
Ill. Cent. R. R. not represented, June 21st.
L. H. & St. L. Ry. not represented, June 11th-18th.
Southern Ry. not represented, June 25th.
T. H. & I. R. R. not represented, June 25th.
The Wabash R. R. not represented, June 18th-21st.
T. St. L. & W. R. R. not represented, June 18th-21st.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

JUNE 7TH.

Proposed Percents Between Eastern Cities and Cairo, Ill., also Miss. Valley Points, Submitted by M. & O. R. R.

The papers were referred back to party presenting same for check, etc., and at meeting 11th the proposition was withdrawn and subject tabled. (File 3129.)

Furnishing Revenue Stamps to the St. Louis Transfer Company.

Letters were read making above request and the Chairman was instructed to notify the parties that their request could not be complied with. This was done by letter 7th, file 3204.

JUNE 7TH.

Rate on Sheep Pelts, Dry, Compressed in Bales, C. L., Minimum 20,000 Lbs. from West of Miss. River.

Letter 4th, file 8157, from Chairman Tucker, enclosing recommendation of the Chicago Committee to authorize a 4th class rate from Miss. River, was read and after due consideration, it was

Recommended, That no change be made in the present rating on this traffic, for the reason that if a reduction was made on the basis proposed, it would seriously affect local interests.

Letter to Chairman Tucker, on file 3331.

Proper Rating to Apply on Berries and Other Fruit, C. L., Originating at St. Louis Proper.

Letter 1st, file A-12521 from Chief Inspector was read at meeting 4th and there being a difference of opinion as to the territory covered by Central Freight Ass'n Information No. 2595, the subject was referred to Chairman Tucker, who replied in letter 6th, file 8098, as follows. (our file 3198):

"Whenever proportional rates were authorized from points beyond the Mississippi, it was clearly intended and should be definitely understood that such proportional rates could only be applied on traffic that originated on railroads at points west of the Mississippi River and on through shipments."

Application for Rate on Corn-Wood Kindling.

Correspondence on this subject was read and further information required, which could not be furnished at present, it was

Resolved, That the papers be filed until subject brought up again by the furnishing of desired information. (File 4101.)

Lumber from St. Louis.

Letter 5th, file A-7598, from Chief Inspector, was read, regarding irregular billing, on this traffic. The G. F. A. of road referred to said would investigate and at meeting 11th gave notice that he had issued such instruction as would insure correct billing in future.

Letter to Chief Inspector 13th, file 3281.

Proper Divisions on Traffic from the South via Cairo; Also from Cairo, Proper, via East St. Louis.

This subject was brougth up by corespondence with Chief Inspector, his file A-14371. Papers referred to T. H. & I. R. R. for investigation and report at next meeting.

As instruced at meeting 11th, Circular Letter was issued as follows:

"St. Louis, Mo., June 13, 1901.
File 3206-A.

To the Members of the Freight Committee.

Gentlemen:—According to this Committee's Special Notice No. 437 and Joint Committee Freight Circular No. 1029, in connection with this Committee's Special Notice No. 446, the Mobile and Ohio and the St. Louis Iron Mountain & So. Roads are alloted a percentage proportion of the rates from Cairo, without minimum, it is, however, claimed that some of the roads, members of this Committee, are not adhering strictly to the authorized divisions and at meeting 11th it was

"Resolved, That the Chairman be instructed to address a communication to each member of the Committee asking as to whether or not they have been and are now allowing the St. L. I. M. & So. or M. & O. R. R.'s a minimum of 3 cents per 100 lbs. on lumber, or any other traffic, destined to Western Termini and points east thereof."

Please favor me with a specific answer to the above

and at the same time state whether you will agree to be governed by the authorized percentage divisions on this traffic, provided all roads, members of the Committee will agree to the proposition, effective on date to be named later. Prompt reply requested.

Respectfully,

R. M. Fraser, Chairman.

N. B.—Copies sent to resident member only. (2)

Replies received from all roads to the effect that the authorized divisions are being maintained were read at meeting 21st and subject tabled. The Chairman wrote Chief Inspector accordingly. (File 3206-A.)

JUNE 11TH.

Guarantee of Charges on Fruits, Vegetables, Etc.

Letter from a member was read on the above subject, and it was:

Resolved, That resolution adopted last year and shown in Circular Aug. 7th, 1900, be reaffirmed and Circular reissued. Each resident member to be furnished with 6 copies.

The resolution referred to is as follows and was reissued June 11th, file 3204:

"Resolved, That all roads, members of the Eastbound Freight Committee, hereby agree to decline to accept a guarantee of individual shippers on shipments of Fruits, Vegetables, etc., coming from connecting lines and will receive same only as through shipments delivered by connecting lines, charges being guaranteed by the delivering lines, but will accept shippers' guarantee on shipments from St. Louis or East St. Louis proper, without back charges other than bridge and transfer."

JUNE 11TH.

Horses and Mules to the Virginias.

This subject was last considered at Special Meeting, April 12th (see proceedings May 31st). Subject brought

up again by letter 4th, file H-9424, from A. G. F. A., C. C. C. & St. L. Ry. and it was

Resolved, That the roads, members of this Committee, individually recommend to the Central Freight Ass'n. that they reissue Information No. 95, series A, April 5th, 1899, "Rules governing shipments of Horses and Mules to points in the Virginias," effective on Legal Notice.

(Letter 11th to Chairman C. F. A., file 3261.)

Rates on Hollow Brick, Etc., to Trunk Line Territory.

Letter from a member was read regarding reduction in rate in line with a similar rate from seaboard, and it was

Resolved, That it is the individual opinion of the roads, members of this Committee, that the same rates on Hollow Brick and Building Tile should apply from East St. Louis, eastbound, to Trunk Line Territory, as are in effect westbound, and that the subject be referred to Chairman Tucker with the request that he docket same for consideration at Central Freight Ass'n. meeting tomorrow.

Letter to Chairman Tucker 11th inst., file 4102.

JUNE 18TH.

Rate on Anthracite Coal Dust, Carloads.

Letter from a member was read making application for rate to Upland, Ind., in line with rate from Chicago to Upland, as per C. F. A. Information No. 1982, Jan. 11th, 1900, and it was (our file 4104)

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize a rate of $1.25 per net ton on Anthracite Coal Dust, C. L., minimum 40,000 lbs., East St. Louis to Upland, Ind.

Rate on Alumina, C. L., East St. Louis to Western Termini.

This subject was considered at meetings 4th and 11th and laid over for further information as to value, etc., and at meeting 18th it was (our file 3333)

Resolved, That the Committee cannot consistently recommend any lower rating on Alumina, than is provided for in the Official Class'n, viz: 5th class, C. L., at present 22½ cts. per 100 lbs., East St. Louis to Buffalo. This makes rate $5.04 per ton 2240 lbs. Alumina against rate of $2.75 per ton on Beauxite Ore. The value of Alumina being about 4 times greater than Beauxite, the present rating is considered proper.

JUNE 25TH.

Application of Proportional Rates from East St. Louis on Traffic Through St. Louis Gateway.

As instructed at meeting 11th inst. a list of Proportional Rates were prepared and submitted, and it was

Resolved, That a Committee of three be appointed by Chairman Fraser to formulate a uniform rule governing the application of Proportional Rates from East St. Louis on traffic through the St. Louis Gateway. The Committee to report their conclusions in time for presentation to C. F. A. Meeting in September. Chairman Fraser to be Ex-Officio Chairman of the Sub-committee.

JUNE 27TH.

The Southern Railway (St. L. L. Lines), Member of This Committee.

Letter received 27th from G. F. A. Campbell enclosing a copy of the Articles of Organization of this Committee (effective Jan. 2nd, 1899), signed by H. B. Spencer, Gen'l. Manager.

Application for East St. Louis Rates to Apply as Proportional Rates Between East Cape Girardeau and Trunk Line Points.

The above subject is shown in proceedings May 31st,

pages 4 and 5. I am in receipt of letter 15th, file 7930, from Chairman C. F. A., in which he says: "C. F. A. lines at meeting 13th inst. declined to approve application of the Ill. Cent. R. R. (file 4099.)

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 446.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in the C. C. C. & St. L. Ry., Gen'l. Frt. Office.

St. Louis, Mo., July 12, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry. (St. L.-L. Lines).
T. H. & I. R. R.—G. L. Stevens.
The Wabash R. R.—E. G. Wylie.
T. St. L. & W. R. R.

R. M. Fraser, Chairman.

Meeting was called on receipt of telegram from Chairman Tucker to take action on resolution adopted at meeting of Executive Officers in New York, Thursday, 11th, inst., restoring all rates eastbound.

The Chairman was instructed to write a letter to the Traffic Office of each of the Western and Southwestern Roads as follows:

"As instructed at a meeting of the Committee today and in behalf of the Eastbound Roads, you are hereby notified that, effective at once, full published tariff rates and divisions will be demanded from the east bank of the Mississippi River on all traffic, regardless of point

of origin, destined to Central Freight Ass'n. and Trunk Line Territories, or for export."

And it was

Resolved, That the representative of each road send to all connections an individual notice covering the same information as contained in the Joint Letter from the Chairman and send a copy of said individual letter to Chairman Fraser for his file.

It was also

Resolved, That the Chairman prepare and send to the resident Agent of each Fast Freight Line and Eastern road, a letter similar to the one sent Traffic Officers of connecting roads. (Two copies to be furnished each member of the Committee.)

The Chairman was requested to issue a call for meeting Monday, 15th, 11:00 a. m., C. C. C. & St. L. Ry. Office, and to request the Traffic representative of Swift & Co., Nelson Morris & Co., and The St. Louis Dressed Beef & Provision Co. to be present.

Note.—The letters to be sent by the Chairman were written 12th and delivered.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 447.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Procedings of a Special Meeting of the Freight Committee, Held in the C. C. C. & St. L. Ry. Gen'l. Frt. Office.

St. Louis, Mo., July 15, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.

Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor
T. St. L. & W. R. R.—E. Keane
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

The proceedings of the New York meeting were read by one of the members and the subject generally discussed.

Mr. R. A. Campbell was requested to communicate with the Managers of the Virginia Lines, calling attention to the fact that the representative of the Cumberland Gap Despatch and the Kanawha Despatch have not received any instructions about reporting to this Committee each day, the export rates made by the Virginia Lines from Mississippi and Missouri River Points and report result at meeting 19th.

The representatives of the Packing Houses were not present as requested and therefore could not be notified "collectively" as to rates for future.

Roll being called to ascertain whether roads had notified all shippers of the changed conditions, all voted in the affirmative, except the L. H. & St. L., who said he was awaiting instructions and the T. St. L. & W. who advised that instructions had just been received and all parties would be notified at once.

The resolution adopted by the Committee of St. Louis Lines at New York 11th was read and has been printed and copies mailed all parties 15th inst.

Meeting adjourned to Friday, 19th, 11:00 a. m.

R. M. Fraser, Chairman.

File 4106.

Complainant's Exhibit Fraser No. 448.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the C. C. C. & St. L. Ry. Office, Rialto Bldg.

St. Louis, Mo., July 23d, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay (not at docke meeting).
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.

P. W. Coyle, Chairman (Conference Meeting).

Subjects were considered as follows:

Unauthorized Commodities in list of Articles taking Lumber Rates—Chairman to ask all roads for copy of tariff in effect and subject to be considered later. (File 4008-A.)

Rate on Kornwood Kindling—Chairman to confer with Pres't. Sanger, if he can use rates based on 17½ cts., Chicago to New York, to ask C. F. A. to authorize, file 4101.

Weighing Horses at Stock Yards, asked for by Inspector—Subject laid over until October Meeting (file 3461.)

Request for concessions on shipments to Exposition and Fair Ass'n.—Recommended go to C. F. A. by letter 23d (file 3163).

Request for rate on Magazines and Newspapers to seaboard cities in line with Chicago—Recommended to the Central Freight Ass'n. by letter 23d. (File 4044.)

The T. St. L. & W. R. R. not to be notified of meeting or furnished with any information or Circulars other than what is sent to all roads, not members of the Committee.

Adjourned to Friday, 26th.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 449.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., July 23rd, 1901.

(Issued July 31st, 1901.)

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.
Southern Ry. (St. L.-L. Lines)—E. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

Unauthorized Articles or Commodities Included in List of Articles Mentioned in Information No. 1875 as Taking Lumber Rates.

This subject was brought up by letter from Chairman Central Freight Ass'n., requesting action by the Committee with the view of eliminating the objectionable feature and it was

Resolved, That the Chairman request each member of the Committee to furnish him with a copy of their tariff now in effect and giving a complete list of articles or Commodities on which the Lumber Rates are applied to points in Central Freight Ass'n. Territory.

The subject to be further considered when a copy of all the tariffs asked for have been received.

Application for a Rate on Kornwood Kindling.

This subject was last considered at meeting June 7th and held for further information, which was furnished and letter July 2nd written Chairman, Central Freight Ass'n. with resolution, as follows:

Resolved, That it is the sense of this Committee that a Commodity rate on basis of 15 cts. per cwt. from Chicago to New York be established on "Kornwood Kindling" in carloads, minimum 50,000 lbs. per car: usual differentials to apply to other Seaboard Points and to Western Termini Points.

The above resolution and a letter from Manufacturer was submitted to Central Freight Ass'n. by Advice Letter G-268, July 3rd, with result shown in Advice Letter No. 278, July 10th.

The subject came before the Committee again by letter 16th from the Manufacturer, asking further consideration.

The Chairman was instructed to confer with the party and if circumstances warrant make another application to the Central Freight Association.

Note.—This will be done on return of party August 10th.

Instructions as to the Manner of Ascertaining the Number of Animals Loaded in Each Car and Correct Weight to Be Charged on Horses, Mules, Ponies, Colts, Range Horses, Etc., at National Stock Yards, East St. Louis, Ill.

This subject was last considered at meeting March 5th, resolution adopted and Circular Letter dated March 11th, issued as follows:

"To the Members of the Freight Committee.

Gentlemen: Referring to resolution adopted at meeting 5th inst., as follows:

Resolved, That the Chairman prepare a general letter of instructions regarding the handling of Horses, Mules, Ponies, Range Horses, etc., from National Stock Yards and East St. Louis, copies to be furnished the members.

The Chairman to secure vote of absent members to the proposition.

All members having voted in favor of the resolution, I recommend that instructions be given by you to the Officers of the National Stock Yards and your Agents at East St. Louis as follows:

"That all cars must be weighed when loaded with Horses, Mules, Ponies, Colts, Range Horses, etc., C. L., destined to C. F. A. and Trunk Line Points and be billed at actual weight(minimum 20,000 lbs. per car) when animals weigh not exceeding 750 lbs. per head. If the weight is more than 750 lbs. per head, they must be billed, when not exceeding 20 animals to a car at minimum of 20,000 lbs., each additional animal in excess of 20 to be charged for at weight of 1000 lbs., as per Official Class'n, except on shipments to the Virginias. When for points in the Virginias, 25 head may be loaded and billed at minimum of 20,000 lbs., any excess weight over the minimum on the 25 head to be charged for at the established rate per 100 lbs., each additional animal over 25 to be charged for at weight of 1000 lbs. per head, as per C. F. A. Information No. 95, April 15th, 1899, this Committee's Special Notice No. 779."

Respectfully,
R. M. Fraser, Chairman."

Note.—The correct reference to authority now in effect is Information No. 561-A, June 21st, this Committee's Special Notice No. 1089.

This subject was brought up again by Inspection Department, claiming that the instructions as to weighing, etc., are not being enforced, and it was

Resolved, That the subject be laid over until a meeting in October.

Horses and Mules to the Virginias.

At meeting June 11th (see proceedings dated June 29th) it was

Recommended, That Central Freight Ass'n reissue Information No. 95-A and same was reissued as Information No. 561-A, this Committee's Special Notice No. 1089.

The question having been raised as to whether Information No. 561-A should govern regardless of Official Class'n, Circular Letter was issued July 8th for the views of the Committee.

The correspondence was submitted at meeting and it was

Resolved, That the subject be laid over until a meeting in October.

Rates on Exhibits for the St. Louis Exposition and St. Louis Fair.

Application was presented for the usual concessions on Exhibits to the St. Louis Exposition and Music Hall Ass'n, which opens Sept. 9th and closes Oct. 12th and to the St. Louis Fair Ass'n, which opens Oct. 7th, and closes Oct. 12th, 1901, and it was

Resolved, That these applications be referred to the Central Freight Ass'n with recommendation of this Committee that the same concessions as those of previous years be granted, i. e., full tariff rates will be charged on all exhibits forward to the Exposition and to the Fair, to be held at St. Louis, Mo., and that such exhibits (excepting horses) if unsold and reshipped from St. Louis, within 30 days after the close of the Exposition and Fair, may be returned free at owner's risk to the original forwarder at the original point of shipment by the Railway Company which carried same, upon presentation of the original Bill of Lading, or contract, or paid freight bill, together with a certificate signed by the proper officials of the Exposition or Fair, to the effect that the shipments are unsold exhibits,

which have paid full tariff rates one way, such certificates to be attached to the manifest of each shipment.

Full Tariff Rates to be charged in both directions on horses."

Rates on Magazines and Newspapers Returned.

Letter was presented from a member making application for a rate on Magazines and Newspapers, returned to Eastern Cities, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n that they establish rates on Magazines and Newspapers, returned, from East St. Louis to New York, Boston, Philadelphia and Baltimore, on basis Chicago to New York, L. C. L., 35 cents, C. L., minimum 30,000 lbs. 30 cents per 100 lbs.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 450.'

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 2nd, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman.

(Conference Meeting.)

Unauthorized Articles or Commodies included in list of Articles mentioned in Information No. 1878 as taking Lumber rates.

Chairman reported having secured copies of the Tariffs from all roads, naming Articles taking Lumber rates to C. F. A., as instructed at meeting July 23rd and it was

Resolved, That a Committee of three (3) members be appointed to consider and report on the subject as outlined by Chairman Tucker in his letter July 3rd, file 5089.

Messrs. Coyle, Taylor and Bushnell were appointed the Committee on above subject. (File 4008-A.)

Note.—Letter from Chairman Tucker Aug. 3rd was read urging prompt action and copies sent Sub-Committee, 6th.

Rates on Grain and Grain Products to C. F. A. Points.

This subject was last considered at meeting May 22nd, at that time it was decided to not reissue Special Notice 1049 as any rates higher than authorized to Western Termini could be reduced under the intermediate rate clause.

The subject was brought up again by a letter dated July 31st from a member and it was

Resolved, That the subject be laid over until a meeting in October. (File 3206-A.)

The Committee asked for statement, Aug. 5th, showing Cotton Tonnage carried by each road according to billing from East St. Louis, July 15th to 31st, inclusive.

Note.—The statement of cotton shipments furnished and letter written A. G. F. A., C. & A. Ry. 6th and copies sent to all members.

A. G. F. A. Campbell requested that C. D. Morris, Chief Clerk, be permitted to attend Conference Meetings during his absence on vacation, about three weeks. Request granted.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 451."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 9, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
Southern Ry.—C. D. Morris.
Ill. Cent. R. R.—G. W. Becker.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

E. S. Orr, Chairman,
(Conference Meeting.)

Letter 7th, file 8320, from Chairman Tucker regarding Flour rates was read and reply 8th confirmed. (File 4106.)

Letter 6th, file A, from Chairman Tucker regarding maintainence rates, etc., and letter written 9th to the effect that representative L. H. & St. L. attended meetings and co-operated with Committee, while the contrary is the case with T. St. L. & W. (File 4106.)

Letter 6th, file A-14041, from Chief Inspector regarding use of proper rates, (Special Notice No. 955) on wool from St. Louis proper. Answered subject generally referred to Sub-Committee for consideration and report. (File 3326.)

Rates on Meats, C. L. Dressed.

Attention was called to Special Notice 1066, March 25, 1901, Meats, Dressed, C. L., to some C. F. A. points being higher than present rates to Western Termini and it was

Resolved, That a reissue of Special Notice No. 1066 is not necessary nor advisable at this time. Any rate that is higher than authorized to the Western Termini can be reduced under the Intermediate Rate Clause. (File 3131.)

Proposed percents between Eastern Cities via E. St. Louis, Cairo and Mississippi Valley Points.

Letter 7th from G. F. A. Bushnell read and Chairman requested to investigate and determine whether authority had been granted by C. F. A. or Trunk Line to permit of the M. & O. figures being accepted and report later. (File 3129.)

Chairman was requested to furnish memorandum at meeting Friday 16th, showing cotton tonnage carried by each line for period Aug. 1st to date, the local and through shipments to be shown separate.

A similar report to be made for each succeeding week until further notice.

R. M. Fraser, Secretary.

Adjourned.

No meeting 13th.

"Complainant's Exhibit Fraser No. 452."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee, Held in Gen'l Frt. Office C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 16, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by N. W. Taylor.
C. & A. Ry.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—S. B. Knight.

No business transacted except to authorize that letter be sent Chairman Tucker regarding "Kornwood Kindling." (File 4101.)

Committee requested Commodity Report Aug. 1st to 16th, inclusive, of Traffic via T. St. L. & W. and tonnage totals of each road same period, 1900 and 1901, at meeting 21st.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 453."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in Gen'l Frt. Office, C. C. C. & St. L. Ry.

St. Louis, Mo., Aug. 21, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by N. W. Taylor.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W C Lindsay
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor, W. H. Coleman.
Wabash R. R.—P. W. Coyle.

R. D. Yoakum, Chairman,
Conference Committee.

Request for Commodity Report, 1st to 16th, inclusive, traffic handled by Committee Roads, similar to report made of T. St. L. & W. Traffic same period, to be furnished Tuesday 27th or sooner. (File 4106.)

Letter Aug. 13th, file 8401, from Chairman Tucker read and copy ordered sent to Sub-Committee to whom subject Proportional Rates were referred. (File 4103.)

Proposed Percents Submitted by M. & O. R. R.

Two copies of letter Aug. 7th, file 20923, from G. F. A. Bushnell and Chairman's report on same ordered

sent each resident member for consideration and further action later if deemed necessary. (File 3129.)

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 454."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Special Meeting of the Freight Committee, Held in the Office of A. G. F. A. Holliday.

St. Louis, Mo., Aug. 23, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr, by N. W. Taylor.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C Lindsay
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. A. Campbell, Chairman,
Conference Meeting.

Letter 22nd, file 6284, from A. G. F. A. Yoakum, in reply to letter 6th, file 4106, regarding cotton shipments in July was read and Chairman requested to furnish 2 copies to each resident member.

The Committee requested Commodity Statement be prepared in time for meeting 26th from T. St. L. & W. billing reported since the statement dated 20th was compiled, each member to have 2 copies.

Committee also requested reports at meeting Sept. 10th or earlier, if possible, showing Commodities for Aug. via Committee Roads and similar report of traffic via T. St. L. & W., also tonnage and Percentage statement for Aug. 1900 and 1901, Committee roads and T. St. L. & W.

The Chairman stated that he expected to leave the city Sunday 25th on his vacation and therefore would not see them again for few days.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 455."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on Dates Named Below, Issued Aug. 31st, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
R. M. Fraser, Chairman.

B. & O. S. W. R. R. not represented Aug. 16th-21st.
C. & A. Ry. not represented Aug. 9th-16th.
C. P. & St. L. Ry. not represented Aug. 6th-9th-16th-21st.
C. C. C. & St. L. Ry. not represented Aug. 2nd.
Ill. Cent. R. R. not represented Aug. 16th.
L. H. & St. L. Ry not represented Aug. 16th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

August 2nd.

Unauthorized Articles or Commodities Included in List of Articles Mentioned in Information No. 1878 as Taking Lumber Rates.

This subject was considered at meeting July 23rd (See proceedings July 31st), and laid over:

Chairman reported having secured copies of the Tariffs from all roads, naming Articles taking Lumber Rates to C. F. A., as instructed at meeting July 23rd, and it was

Resolved, That a Committee of three (3) members be appointed to consider and report on the subject as outlined by Chairman Tucker in his letter July 3rd, file 5089.

Messrs. Coyle, Taylor and Bushnell were appointed the Committee on above subject. (File 4008-A.)

Note.—Letter from Chairman Tucker, Aug. 3rd, was read urging prompt action and copies sent Sub-Committee 6th.

Rates on Grain and Grain Products to C. F. A. Points.

This subject was last considered at meeting May 22nd, at that time it was decided to not reissue Special Notice No. 1049 as any rates higher than authorized to Western Termini could be reduced under the intermediate clause.

The subject was brought up again by a letter dated July 31st from a member and it was

Resolved, That the subject be laid over until a meeting in October (File 3206-A).

August 6th.

Application of Proportional Rates from East St. Louis on Traffic Through St. Louis Gateway.

As shown in proceedings issued June 29th, this subject was referred to a Sub-Committee.

The Chairman has named Messrs. Coyle, Taylor and Holliday as the Committee.

It was decided at meeting 6th that it would be impossible for the Committee to give the subject proper consideration before October.

At meeting 21st inst., letter 13th, file 8401, from Chairman C. F. A., was read and copy ordered sent members of Sub-committee.

Rates on Iron Pyrites or Sulphur Ore to Muskegon, Mich.

Application was made for this rate in line with rates to other points (see proceedings May 31st), and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize a rate on Iron Pyrites or Sulphur

Ore, C. L., minimum 15 gross tons, E. St. Louis to Muskegon, Mich., $2.30 per ton of 2240 lbs."

August 9th.

Application of Proportional Rates on Wool.

Letter 6th, file A-14041, from Chief Inspector, was read regarding use of proportional rates on Wool from St. Louis, and it was

Resolved, That the Chief Inspector be advised that this subject generally has been referred to a Sub-committee for consideration and report as shown in Proceedings (June 29th, page 5). (File 3326.)

Rates on Meats, Dressed, Carloads.

Attention was called to Special Notice No. 1066, March 25, 1901, Meats, Dressed, C. L., to some C. F. A. Points being higher than present rates to Western Termini, and it was

Resolved, That a reissue of Special Notice No. 1066 is not necessary nor advisable at this time. Any rate that is higher than authorized to the Western Termini can be reduced at this time. Any rate that is higher than authorized to the Western Termini can be reduced under the intermediate Rate Clause.

August 16th.

Application for Rate on Kornwood Kindling.

The subject was last considered at meeting July 23rd (see proceedings July 31st).

After conference with the manufacturer, it was

Resolved, That it is the sense of this Committee, that a Commodity Rate be established, on basis of 17½ cts. per cwt. on "Kornwood Kindling", C. L., minimum 50,000 lbs., from Chicago to New York, usual differentials to apply to other Trunk Line and Western Termini Points.

The above resolution was submitted to Central Freight Ass'n. by Advice Letter G-365, Aug. 20th, with result shown in Advice Letter No. G-370, Aug. 26th.

August 21st.

Proposed Per Cents Between Eastern Cities and Cairo, Ill., Also Mississippi Valley Points Via E. St. Louis, Ill., Submitted by M. & O. R. R.

This subject was first considered at meeting June 7th and tabled. (See proceedings dated June 29th.) It was brought up again by one of the members suggesting that some joint action should be taken, it was, however, contended that the propositions should be handled in accordance with the authorities quoted by G. F. A. Bushnell in letter Aug. 7th, File 20923, as follows:

"Dear Sir: In reply to your letter July 29th, file 3129, regarding divisions between Miss. Valley Points and Eastern Cities, in connection with M. & O.

After going over the matter, I found that the divisions proposed were based on Special Notice 437, from Cairo to Eastern Points and an actual mileage pro-rate between Miss. Valley Points and Eastern Points.

I also understand that several of the Lines had in effect percentages covering Miss. Valley Points, which were based on an actual mileage pro-rate, and, as I understand it, was authorized by Joint Committee Circular No. 1297 of July 2nd, 1891. In reply to Mr. Miller's proposition I advised him that his proposed D-S, so far as Cairo is concerned, must be strictly in accordance with special notice 437 and from Miss. Valley points in accordance with Circular No. 1297.

If any further information regarding this matter is desired, please advise."

At meeting Aug. 9th the Chairman was requested to investigate and determine whether authority had been granted to permit the M. & O. figures being accepted and report later.

The Chairman reported 21st, as follows:

In accordance with above I have examined the records and am of the opinion:

First—That as Joint Committee Circular 1173, Sept. 1st, 1890, authorized uniform divisions (Eastern Terminals to be deducted before pro-rating) on traffic from Cairo (when from the south, only) via East St. Louis and in Joint Committee Circular No. 1609, Sept. 9th, and Circular No. 1622, October 13th, 1893 (covered by this Committee's Circular No. 437, August, 1901), named points, distances and per cents in line with said authority no change or addition to said list should be made without authority from the Central Freight Ass'n. and Trunk Lines.

Second—That Joint Committee Circular No. 1297, July 2nd, 1891, authorized percentage divisions on traffic other than Cotton and Cotton Linters from New Orleans or other pro-rating points in the Mississippi Valley to Seaboard points on basis of actual mileage north and south of the Ohio River (all Eastern Terminals and Ohio River Transfers to be deducted before pro-rating) any road desiring to put in per cents in accord with Circular No. 1297 has the necessary authority.

After some discussion, it was

Resolved, That two copies of G. F. A. Bushnell's Letter, Aug. 7th, Authority 20923, and the Chairman's Report be sent to each resident member of the Committee for their consideration and further action by the Committee if deemed necessary. (File 3129.)

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 456.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of Meetings, of the Freight Committee, on dates named below. Issued Sept. 30th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.

C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry. (St. L.-L. Lines)—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

C. & A. Ry. not represented Sept. 20th.
C. C. C. & St. L. Ry. not represented Sept. 20th.
Ill. Cent. R. R. not represented Sept. 10th.
L. H. & St. L. Ry. not represented Sept. 20th-24th.
Southern Ry. not represented Sept. 10th.
The Wabash R. R. not represented Sept. 10th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

Sept. 10th.

Reduced Rate on Stone, E. St. Louis to Eastern Points When from Hot Springs, Arkansas.

This subject was brought up by letter Sept. 5th, file 8448 from Chairman, Central Freight Ass'n.

After due consideration, it was

Resolved, That the St. Louis Eastbound Roads do not desire to equalize the rate on Stone from Hot Springs, Arkansas, via E. St. Louis to Manlius, N. Y., and Littleton, N. H., as against divisions in effect via Memphis Routes, but to apply tariff rates on this traffic.

Sept. 24th.

Rate on Shot, C. L., E. St. Louis to Eastern Points.

This subject was last considered at meeting April 18th, 1899, and request for reduction declined. The subject was brought up again by letter from shipper, and it was

Resolved, That application for reduction in rate on Shot, C. L., cannot be favorably considered at this time and the subject be tabled.

Sept 20th.

Proposed Per Cents Between Eastern Cities and Cairo, Ill., Also Mississippi Valley Points Via East St. Louis, Submitted by M. & O. R. R.

For previous record of this subject see proceedings dated Aug. 31st, page 3.

The further consideration and action by the Committee was submitted to resident members by Circular Letter, Sept. 20th, file 3129, as follows:

"As instructed at meeting today, I give below copy of Sub-committee Report:

In accordance with resolution adopted Sept. 10th, as follows:

Resolved, That the Chairman call a meeting of Rate Clerks, for Sept. 12th, to check the proposed per cents of the M. & O. R. R. on traffic from the south via East St. Louis to Eastern Cities. (See Circular Letter Aug. 22nd, file 3129, procedings dated Aug. 31st), a meeting was held on the 18th with representatives of the B. & O. S. W. R. R., C. & A., C. P. & St. L., C. C. C. & St. L., T. H. & I. and Wabash present.

After careful consideration of the subject, action was taken as follows:

"St. Louis, Mo., Sept. 18, 1901.

Recommended, To the general meeting of the St. Louis Eastbound Freight Committee, the following report for adoption:

Whereas, The Mobile & Ohio Railroad having submitted to several members of this Committee propositions for divisions, the Railway Companies to whom such propositions were submitted agree to reply to the Mobile & Ohio in harmony with the following resolution:

Resolved, That a copy of Special Notice No. 437 be furnished the Mobile & Ohio with the advice that the

divisions shown therein will be required of all traffic via East St. Louis.

Further

Resolved, That copies of Circular No. 1646, as amended, Joint Committee, and Circular No. 1702, Joint Committee, be likewise furnished to the Mobile & Ohio with the information that the proportions shown in said issues south of Cairo will be accorded said Company, the proportions remaining north of Cairo as shown in Circulars No. 1646, as amended, and No. 1702, being subdivided in accordance with Special Notice No. 437.

It is further

Resolved, That a record of this action be made by the issuance by the St. Louis Eastbound Freight Committee of Special Notice setting forth the division basis above outlined.

Please advise promptly whether you vote in the affirmative or negative on the report."

All roads, members of the Committee, having voted in the affirmative, the report is declared adopted and Special Notice No. 1105 will be issued at once, setting forth the division basis above outlined, and copies furnished each member of the Committee.

Sept. 24th.

Request for Change in Clause "B" Rule 8, Official Class'n.

This subject was submitted by a member with copy of a resolution adopted by the Central Association of Railroad Officers at meeting St. Clair Springs, Mich., July 23rd, 24th, 1901, as follows:

"Now be it Resolved, That the Central Association of Railroad Officers present to the various Classification Committees a request for a change in Clause 'B', Rule No. 8, of the Official Classification, which will legally empower the railroads to decline further to furnish labor to assist in handling C. L. freight when taken at a rate less than L. C. L. rate, either in yard or freight houses."

After consideration by the members of this Committee, it was

Resolved, That the request of the Central Association of Railroad Officers for a change in Clause "B", Rule 8 of the Official Classification be referred to the Central Freight Ass'n. for consideration and action at their meetng which has been called for October 1st-2nd.

The above transmtted to Chairman Central Freight Ass'n. by letter Sept. 24th.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 457.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of the Meetings of the Freight Committee, on dates named below, issued Oct. 12th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—G. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

C. & A. Ry. not represented Oct. 4th-11th.
C. C. C. & St. L. Ry. not represented Oct. 4th.
Ill. Cent. R. R. not represented Oct. 4th.
Southern Ry. not represented Oct. 8th-11th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

Oct. 4th.

Rate on Shot, East St. Louis to Eastern Points.

This subject was considered at meeting Sept. 24th, and application declined. (See proceedings dated Sept. 30th.)

The subject was brought up again today and after due consideration, it was

Resolved, That the St. Louis Eastbound Freight Committee recommend to the Official Class'n. Committee, that the classification on Shot, in Bags, N. O. S., C. L., minimum weight 30,000 lbs., be reduced to 6th class.

Note.—Resolution transmitted to Chairman Official Class'n. Committee, by letter October 4th.

Oct. 8th.

Rates on Steel Bolsters and Enameling and Black Plate, C. L., E. St. Louis to Western Termini Points and Trunk Line Territory.

This subject was last considered March 22, 1901.

The Chairman read recent correspondence from Chairman C. F. A. and after careful consideration, it was

Resolved, That it is the sense of this Committee that the rates now in effect cannot be withdrawn.

Oct. 8th.

Horses and Mules to the Virginias.

This subject was last considered at meeting July 23rd (see proceedings dated July 31st) and laid over until meeting in October.

After a general discussion on the subject it was

Resolved, That it is the sense of this Committee that the lines have the privilege of using either the Official Class'n. or Circular No. 561-A, whichever makes lowest rating.

Oct. 8th.

Rate and Divisions on Domestics, Natchez, Miss., to New York, Etc.

This subject was brought up by a letter fro[illegible] a member and after due consideration, it was

Resolved, That rate of 50 cts. per 100 lbs. on Domestics, any quantity, from Natchez, Miss., to New York, usual differentials to other points, be authorized via East St. Louis and that this rate be divided on a mileage pro-rate, Natchez, Miss., to East St. Louis, 608 miles, East St. Louis to New York, 1063 miles, St. Louis Transfer and Eastern Terminals to be deducted before pro-rating.

Note.—The Chairman to notify Mo. Pac. Ry. of action taken, requesting reply as to whether proposition accepted, notifying the Committee.

Oct. 11th.

Application on Proportional Rates from E. St. Louis on Traffic Through St. Louis Gateway.

This subject was referred on June 25th to a Special Committee to formulate a uniform rule covering the application of proportional rates from East St. Louis, on traffic through the St. Louis Gateway.

The report of said Special Committee was this date received, adopted and ordered transmitted to Chairman C. F. A., as follows:

"Your Committee appointed for the purpose of considering the question of Proportional Tariffs from E. St. Louis, beg leave to submit the following:

Whereas, The authorized Commodity Proportional Tariffs, covering traffic through the E. St. Louis Gateway, have become so numerous and are in many cases on such a complicated and ambiguous basis that they are a continued and serious menace to the maintenance of rates locally from St. Louis and East St. Louis, and,

Whereas, Many of these tariffs are maintained in consequence of similar tariffs in effect through other Mis-

sissippi River Crossings, Ohio River Crossings and Chicago, your Committee therefore

Recommends, That all Commodity Proportional Tariffs from Chicago, Mississippi River and Ohio River Crossings be cancelled and that a meeting of the several Committees interested be called with the view of effecting that result, or of establishing such rates as may be deemed necessary, on a pro-rate basis, the same to be covered by the publication of through tariffs showing specific divisions east and west and north and south of the respective gateways."

Note.—The roll being called all representatives present voted to the affirmative and the affirmative vote of absent members secured later, makes the vote unanimous.

Oct. 11th.

Unauthorized Articles or Commodities Included in List of Articles Mentioned in Information No. 1878 as Taking Lumber Rates.

This subject was last considered at meeting Aug. 2d, (see proceedings Aug. 31st), and referred to Sub-Committee for report.

The Chairman called attention to subject not having been disposed of and at request of the Sub-committee, it was

Resolved, That the subject be laid over.

Oct. 11th.

Rates on Glass Sand to C. F. A. Points from East St. Louis vs. Chicago and Kankakee.

Correspondence from Chairman Central Freight Ass'n was read, urging action by the Committee to place the rates from East St. Louis in line with those from Chicago and Kankakee.

After due consideration of the subject and in view of the rates being "Proportional" from East St. Louis, Chicago and Kankakee on which a general recommendation has been adopted, it was

Resolved, That this subject be laid over until action has been taken on this committee's recommendation to Central Freight Association. On Commodity Proportional Tariffs, generally.

OCTOBER 11TH.

Proposed Rates on Glucose Factory Products, C. L.

This subject was brought up by a member, suggesting that C. F. A. Advice Letter G-462½ be considered and uniform action taken by the Committee. A letter 10th file 6660 from Chairman C. F. A. was also received by the Chairman and read. The Committee not being prepared to take action, it was

Resolved, That the subject be laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 458.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of meetings, of the Freight Committee, on Dates Named Below. Issued Oct. 31, 1901.

Representation:

B. & O. S. W. R. R., E. S. Orr.
C. & A. Ry., R. D. Yoakum.
C. P. & St. L. Ry., W. M. Bushnell.
C. C. C. & St. L. Ry., W. D. Holliday.
Ill. Cent. R . R., Geo. W. Becker.
L. H. & St. L. Ry., W. C. Lindsay.
Southern Ry., R. A. Campbell.
T. H. & I. R. R., N. W. Taylor.
The Wabash R. R., P. W. Coyle.

R. M. Fraser, Chairman.

C. & A. Ry. not represented Oct. 25th-29th.
C. P. & St. L. Ry. not represented Oct. 22d.
L. H. & St. L. Ry. not represented Oct. 18th, 22nd and 25th.
Southern Ry., not represented Oct. 18th, 29th.
T. H. & I. R. R., not represented Oct. 18th.
Wabash R. R., not represented Oct. 18th.

At Special Meetings of the Committee the following subjects were considered and action taken, as stated:

OCTOBER 18TH.

Proposed Rates on Glucose Factory Products, Carloads.

This subject was last considered at meeting of 11th and laid over. At meeting to-day attention was called to Central Freight Ass'n Advice Letter No. G-445½, calling meeting Chicago, Peoria and East St. Louis lines in Chicago 23rd inst., to consider the subject, and it was

Resolved, That the subject be tabled.

Application to Establish Lower Rating on Empty Bags, Second-Hand, Returned.

The Chairman read letter from a shipper requesting lower classification rating on bags, returned after being used in transporting cement plaster from Texas, and it was

Resolved, That the application be referred to the Official Class'n Committee, without recommendation, requesting Chairman Gill to advise decision reached.

OCTOBER 22ND.

Applcation of Proportional Rates From East St. Louis on Traffic Through the St. Louis Gateway—Report of Special Committee.

This subject was last considered at meeting Oct. 11th. (See proceedings Oct. 12th). At meeting to-day let-

ters 12th and 16th, file 8401 from Chairman, Central Freight Ass'n, were read, and it was

Resolved, That Chairman Tucker be advised that it is the desire of this Committee to have the report of our Special Committees, which was endorsed by this Committee, taken up by the various Committees interested, in Joint Meeting, as was originally suggested.

Proportional Rates on Fruit and Vegetables, Authorized in C. F. A. Information No. 2595, Special Notice No. 1066 Being Used on Shipments From Mexico and Pacific Coast Territory.

This subject was brought up by letter 18th, file Info. 2595, from Chairman, Central Freight Ass'n, which was read, and it was

Resolved, That Chairman Tucker be advised that we have no information to that effect, and if he has any specific information to let us have it.

Rate on Glass Sand to C. F. A. Points From East St. Louis vs. Chicago and Kankakee. Letter From Chairman C. F. A. Oct. 17th.

This subject was last considered at meeting 11th (See proceedings 12th) and laid over.

It came up again by letter 17th, file 8467, from Chairman, Central Freight Ass'n, urging immediate action, and it was again

Resolved, That this subject be laid over until action has been taken on this Committee's recommendation to the Central Freight Ass'n on Commodity Proportional Tariffs, generally.

Rate on Steel Bolsters, Enameling and Black Plate, C. L., East St. Louis to Western Termini and Trunk Line Territory.

The above was last considered at meeting 8th (See proceedings 12th) and brought up again by letter 12th, file F-336, from Chairman, Central Freight Ass'n, re-

questing reasons why rates cannot be withdrawn and Chairman instructed to reply, "That the Wabash is not prepared to cancel the rate on Black Plate."

Joint Letter Oct. 16th From G. F. A., M. and O. R. R. Regarding Divisions on Cotton Seed Meal, Cairo to Eastern Points via East St. Louis.

The Chairman read letter 16th from G. F. A., M. & O. R. R. demanding a minimum of 3c per 100 lbs on Cotton Seed Meal, Cairo to E. St. Louis, destined to Trunk Line Ter., when a pro-rate allows less. After discussion it was

Resolved, That the subject be referred to Chairman Tucker to be submitted to the percentage Committee.

Oct. 25th.

Unauthorized Articles or Commodities Included in List of Articles Mentioned in Information No. 1878 as Taking Lumber Rates.

The Chairman called attention to this subject having been laid over at a previous meeting (See proceedings 12th) owing to sub-committee requesting additional time.

After consideration by the Sub-Committee (25th) the following was offered as their report:

"Your Committee, to whom was referred the subject of Unauthorized Articles or Commodities included in list of articles taking Lumber Rates, beg leave to report as follows:

"In view of the fact that the St. Louis-Chicago Lines are carrying many of these Commodities on the basis of Lumber Rates, and this having the effect of reaching C. F. A. Territory through the Chicago gateway, it is the opinion of your Committee that this subject cannot be settled without a Conference of the St. Louis-Chicago Committee and a like Committee of this Ass'n."

The above report was submitted to the General Committee and it was

Resolved, That the report be accepted and the Committee discharged.

And it was further

Resolved, That Chairman Tucker be advised in accordance with the report of the Sub-Committee and requested to arrange for Conference between the St. Louis-Chicago and the St. Louis Eastbound Committees.

Divisions on Cotton Seed Meal, Cairo to Eastern Points via East St. Louis. Letter 23, File 8603, From Chairman C. F. A.

The resolution adopted 22nd, transmitted in letter same date to Chairman C. F. A. Reply (23rd) received stating that subject would be referred to Committee on Relation with Southern Roads, December meeting, but requested that recommendation be made by this Committee, and it was

Resolved, That it is the sense of this Committee that Chairman Tucker be advised, in reply to his letter of Oct. 23rd, that we are not prepared to offer any recommendation to the C. F. A. preferring to leave the matter for discussion with Ohio River Crossing Lines.

Rate of Classification on Shot.

This subject was last considered at meeting October 4th (See proceedings October 12th) and referred to the Classification Committee.

Chairman read letter 21st from Chairman, Official Classification Committee to the effect that the Committee could not see their way clear to recommend any change in the existing classification of the property and it was

Resolved, That the subject be placed on file.

Oct. 25th.

This application was considered at meeting 18th and referred to the Official Class'n. Committee.

Chairman Gill replied (21st) to the effect that subject would be docketed for their next general meeting, if desired, calling attention to the fact that the Committee have not heretofore deemed it expedient to provide lower rating for Second-hand, than applied on the new articles, and it was

Resolved, That the Chairman request the return of papers by the Official Class'n. Committee, for further consideration by this Committee.

Oct. 29th.

Request for Change in Clause B. Rule 8 of the Official Classification.

This subject was last considered Sept. 24th (See proceedings Sept. 30th) and referred to Central Freight Ass'n.

Letter October 9th from Chairman Tucker notified that Central Freight Ass'n. referred it to the Official Class'n. Committee.

At meeting to-day the following letter 24th, from Chairman Tucker was read:

"Referring to my letter to you of October 9th advising that the subject of Rule 8-B of Official Classification being amended in line with resolution adopted by Central Association of Railroad Officers was by Central Freight Ass'n. roads at meeting of the 2nd. inst., referred to the Official Class'n. Committee for consideration.

In connection therewith would state that we are now in receipt of advices from Chairman Gill that at recent meeting of the Official Class'n. Committee the matter was taken up but they did not see their way clear to recommend to lines in interest any change in the existing rule mentioned."

And it was

Resolved, That the subject be tabled.

Rates and Divisions on Domestic, Natchez, Miss., to Eastern Cities.

This subject was last considered at meeting Oct. 8th (See proceedings 12th).

Letter 11th received from Mo. Pac., requesting further information was considered at meeting 22nd and again 29th and it was

Resolved, That the Rate on Domestics, any quantity, from Natchez, Miss., to New York, Boston and Providence, 50c; Philadelphia, 48c, and Baltimore 47c per 100 lbs. be authorized via E. St. Louis and that these rates be divided on a mileage pro-rate in accordance with the distances as follows:

Natchez, Miss. to East St. Louis, Ill	608 miles
East St. Louis to New York, N. Y	1071 miles
East St. Louis to Boston, Mass	1230 miles
East St. Louis to Providence (via Worcester) R. I.	1262 miles
East St. Louis to Philadelphia, Pa	984 miles
East St. Louis to Baltimore, Md	929 miles

St. Louis Transfer & Eastern Terminals to be deducted before pro-rating.

Note.—The above cancels the legislation of Oct. 8, proceedings 12th and Mo. Pac. so notified in letter this date.

Oct. 29th.

Divisions Named in Special Notice No. 437 Applying via Ill. Cent. R. R.

This subject was brought up by letter 24th, file F-1192 from A. G. F. A. Becker, as follows:

St. Louis, Mo., Oct. 24th, 1901.
File F-1192.

Mr. R. M. Fraser, Chairman, St. Louis L. E. B. F. Com., City.

Dear Sir: We have repeatedly advised the St. Louis Eastbound Freight Committee that the divisions

as promulgated in Special Notice No. 437, applying from Cairo and Brookport (formerly Brooklyn) to Eastern Points, via East St. Louis, would not be protected by our line. These divisions are not in effect now, nor have they ever been authorized by the Illinois Central Railroad Company. We do not believe that the Eastbound Freight Committee is empowered to publish divisions or any set of divisions from our stations without our authority.

This is to advise that business handled between Cairo and Brookport, and eastern points, via East St. Louis, will be charged at our full local rate. Advice to this effect to the claim departments of the various lines will save unnecessary correspondence.

Yours truly,

(Signed) Geo. W. Becker, A. G. F. A.

"Chicago, Ill., Oct. 29, 1901.
File C-32453.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Freight Com., St. Louis, Mo.

Dear Sir: Referring to your Special Notice No. 1105, relative to division of eastbound rates on traffic from Mississippi Valley Points via Cairo and East St. Louis; this Circular also providing for divisions from Brookport, Ill., formerly Brooklyn, Ill., as well as from Cairo.

I wish to confirm notice given you by Mr. Becker, under date of the 24th inst., his file F-1192, to the effect that the divisions shown in this Circular from Brookport will not be protected by this Company. We gave notice severals years ago that all percentages from Brooklyn on the basis outlined therein would be cancelled, and that we would require same percentage proportions from Brooklyn to our junction points with Eastern Roads, on traffic originating in the south, as on traffic from Brooklyn proper.

Yours truly,

(Signed) W. E. Keepers, G. F. A.

After discussion and in view of the fact that Special Notice No. 437 is a reprint of Joint Committee Authorities named thereon, it was

Resolved, That the matter be taken up with the Chairman of the Central Freight Ass'n. with the view to having the percentages, so far as the Ill. Cent. R. R. is concerned, cancelled.

Note.—The notice referred to by Mr. W. E. Keepers is dated Gen'l. Freight Department, Chicago, April 7th, 1898, file C-32453 to Eastern Connections.

Oct. 29th.

Division of Eastbound Rates From Mississippi Valley Points.

This subject was last considered at meeting Sept. 30th, (See Special Notice No. 1105 and Proceedings Sept. 30th.)

It was brought up again by letter 22nd, file 43923 from G. F. A. Miller, which was before the Committee on the 25th and again 29th and it was

Resolved, That the Chairman be instructed to advise the M. & O. R. R. that we are unable to give them any more information than has already been given to them in Special Notice No. 1105 and that is contained in the Guide or Hand Books of the several Fast Freight Lines working over the roads, members of this Committee, and that if the M. & O. R. R. is not supplied with these books and will make application on the members of the Committee, such Fast Freight Line Books will be furnished as desired.

Recheck of Grain and Grain Products Rates to C. F. A. Territory Points.

This subject was brought up by letter 25th, file 8515, requesting a recheck of rates from East St. Louis as a guide for intermediate points, and it was

Resolved, That the Chairman call a meeting of the Rate Clerks, Thursday, Nov. 7th, for the purpose of

rechecking rates on Grain and Grain Products to C. F. A. Points.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 459.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on dates named below, Issued Nov. 16th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell,
C. C. C. & St. L. Ry.—W. D. Holliday.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R R.—P. W. Coyle.

R. M. Fraser, Chairman.

B. & O. S. W. R. R.—Not represented, Nov. 12th.
C. & A. Ry.—Not represented, Nov. 5th-12th.
C. C. C. & St. L. Ry—Not represented Nov. 5th.
Ill. Cent. R. R.—Not represented Nov. 8th.
L. H. & St. L. Ry.—Not represented Nov. 5th-8th & 12th.
Southern Ry.—Not represented Nov. 8th.
The Wabash R. R.—Not represented Nov. 12th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

Nov 5th.

Divisions Named in Special Notice No. 437 Applying Via the Ill. Cent. R. R.

Letter 4th, file 3766 from Chairman C. F. A., acknowledging receipt of letters giving action taken (See

proceedings Oct. 31st) stating he would take necessary steps to have the percentages referred to cancelled, etc., and it was

Resolved, That the papers be filed.

World's Fair Bureau of Publicity.

Letter Oct. 30th was received regarding the affixing on Bills Lading, etc., World's Fair 1903 Stickers, and it was

Resolved, That the Chairman write letter suggesting that they take subject up with the Gen'l. Managers' Committee, in order that better results could be obtained.

Nov 5th.

Application to Establish Lower Rating on Empty Bags, Second Hand, Returned.

This subject was last considered at Meeting Oct. 25th, papers ordered returned by the Official Classification Committee. (See proceedings Oct. 31st.)

After further consideration by the Committee, it was

Resolved, That the subject be tabled.

Nov. 8th.

Recheck of Grain and Grain Products Rates to C. F. A. Points.

In accordance with resolution adopted Oct. 29th, a meeting of the Rate Clerks was held in this office 7th inst.

After due consideration of the subject, it was

Resolved, That the representatives of the St. Louis Eastbound Freight Committee Roads, in meeting Oct. 7th, called to consider rates on Grain and Grain Products, recommended no changes from Special Notice No. 1049, Dec. 1st, 1900, as supplemented by Amendments Nos. 1 and 2—Special Notice No. 1052 and 1058, Dec. 7th and 24th, 1900.

The above action was reported to the General Committee at Meeting 8th and it was

Resolved, That the rates on Grain and Grain Products as published in this Committee's Special Notices No. 1049-1052 and 1058 dated Dec. 1st-7th and 24th, 1900, be continued in effect and Chairman Central Freight Ass'n. notified accordingly.

Divisions of Eastbound Rates From Mississippi Valley Points.

This subject was last considered at meeting Oct. 29th (See proceedings Oct. 31st) and came before the Committee again by letter Nov. 6, file 43923-D from G. F. A., M. & O. R. R., regarding correct divisions between Mobile, Ala., and Corning, N. Y., etc., and it was

Resolved, That the Chairman reply to G. F. A., M. & O. R. R. that as a Committee we have given him all the information we can. If, however, the M. & O. R. R. desire information as to the correct divisions to or from any specific point it will be given on application to the individual roads.

Nov. 12th.

Rate on Pig Lead and Spelter, C. L., E. St. Louis to Zanesville, Ohio.

A letter from a member was presented on above subject and after consideration, it was

Resolved, That Central Freight Ass'n. authorize a rate from East St. Louis to Zanesville, Ohio, 13 cts. per 100 lbs. on Pig Lead and Spelter, C. L.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 460.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on Dates Named Below, Issued Dec. 7th, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell,
C. C. C. & St. L. Ry—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R R.—P. W. Coyle.
R. M. Fraser, Chairman.

B. & O. S. W. R. R.—Not represented Dec. 3rd.
C. & A. Ry.—Not represented Nov. 26th & Dec. 6th.
C. P. & St. L. Ry.—Not represented Nov. 26th, Dec. 3rd-6th.
Ill. Cent. R. R.—Not represented Dec. 6th.
Southern Ry.—Not represented Nov. 26th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

Nov. 26th.

Divisions of Lumber, Etc., From Northern Mississippi-Tennessee and Kentucky to Western Termini and East.

Correspondence from G. F. A., M. & O. R. R. was read and it was

Resolved, That the request of the M. & O. R. R. for divisions on Lumber, Staves and Heading, C. L. from stations on their lines in Northern Mississippi, Tennessee and Kentucky to the Western Termini of Trunk

Lines and east thereof via Cairo and East St. Louis, be referred to the Chairman of the Central Freight Ass'n. for necessary consideration and action.

Note.—See C. F. A. Advice Letter G-557, Dec. 5th.

Dec. 3rd.

Rate on Phosphate Rock From Arkansas, East St. Louis to C. F. A. Points.

Correspondence read and it was

Resolved, That the C. F. A. be requested to authorize proportional rates on Phosphate Rock, Crude and Ground, C. L., minimum weight 18 gross tons, E. St. Louis to C. F. A. Points, in line with rates authorized in Info. No. 1854, as amended by Info. 2106, viz: 20 cts. per ton less than in effect from Cairo, Ill.

Note.—See C. F. A. Advice Letter G-559, Dec. 5th.

Nov. 26th.

Rate on Zinc Ore, E. St. Louis to New York, For Export.

Letter from a member was read, and it was

Resolved, That the authorized Class Rate be adhered to.

Dec. 3rd.

Instructions as to Manner of Ascertaining Number of Animals Loaded in Each Car and Correct Weight to Be Charged on Horses, Mules, Ponies, Colts, Range Horses, Etc., at National Stock Yards.

See Proceedings issued July 31, page 2.

Letters from Chairman C. F. A. and Inspection Department were read calling attention to instructions, authorized at Meeting March 5th, and issued in Circular Letter March 11th, also shown in proceedings issued July 31st, 1901, not being enforced and after a general discussion of the subject, it was

Resolved, That the Chairman report, by letter, to the Traffic Representatives of the roads, members of this Committee, all cases reported by the Inspection Department, where the instructions regarding the transportation of Horses, Ponies, etc., are not enforced, in order that the official to whom report is made may investigate and give such additional instructions as circumstances require to enforce the rules.

Dec. 3rd.

Discrepancies in Lumber Rates From East St. Louis to C. F. A. Points.

Letter from Chairman Tucker and others were read and it was

Resolved, That the Chairman call a meeting of the Rate Clerks in the Committee Rooms, Thursday, December 5th, to check for errors, ommissions, etc. in Lumber Rates, East St. Louis to C. F. A. Points as between the St. Louis Eastbound Freight Committee Joint Tariff No. 110 and Amendment No. 6 and the individual issues of the several roads. The representative of each road to bring with him a copy of their Tariff and all Amendments, now in effect.

Circular Letter was issued 3rd inst., calling Meeting 5th.

Dec. 6th.

Discrepancies in Lumber Rates from East St. Louis to C. F. A. Points.

In accordance with resolution adopted at meeting 3rd. inst.—the representation being as follows:

B. & O. S. W. R. R.—J. Dougall.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—L. H. Mussman
Ill. Cent. R. R.—F. H. Law.
L. H. & St. L. Ry.—
Southern Ry.—C. P. Hoy.

T. H. & I. R. R.—W. H. Coleman, Per R. M. F.
The Wabash R. R.—J. S. VanLeer.
T. St. L. & W. R. R.—E. Keene, Per R. M. F.

After careful examination of Tariffs and discussion on the subject, it was agreed that effective Jan. 1st, 1902, Amendments would be issued by the several roads named below, correcting their East St. Louis rates, now in effect to the figures as stated, (in line with this Committee's Tariff No. 110 and Amendment No. 5):

B. & O. S. W. R. R.

Conotton, Ohio	17½ cents

C. & A. Ry.

Columbus Grove, Ohio	12 cents
Columbia City, Ind	11 cents
Conotton, Ohio	17½ cents
Delphos, Ohio	12 cents
Dell Roy, Ohio	14 cents
Fort Wayne, Ind	11 cents
Sherrodsville, Ohio	14 cents
Tipton, Ind	9 cents

C. C. C. & St. L. Ry.

Conotton, Ohio	17½ cents
Sherrodsville, Ohio	14 cents

T. H. & I. R. R.

Conotton, Ohio	17½ cents

The Wabash R. R.

Belpre, Ohio	13 cents
Bollivar, Ohio	13 cents
Columbia City, Ind	11 cents
Conneaut Harbor, Ohio	17½ cents
Fort Wayne, Ind	11 cents

It was agreed between the representatives of the C. C. C. & St. L. and Ill. Cent. R. R.'s that rates from

Cairo, Ill. to the above named points would be made 2 cents per 100 lbs. higher, effective January 1st, 1902.

The above report of the Rate Clerks Meeting having been accepted and approved, it was

Resolved, That the change in rates on Lumber recommended by the Rate Clerks be published as an Amendment to the Tariffs of individual lines, and that such Amendments be placed in the hands of Chairman Fraser for distribution when all such tariffs are amended and that copies of same be sent by Chairman Fraser to each individual road.

Minimum Basing Sheet or Guide Book for Compiling Rates to Central Freight Ass'n. Territory.

In consequence of many points being reached by different routes, thus making it difficult to determine the correct rate to apply to said points, the Rate Clerks recommended as follows

Resolved, That this Committee find that it is impracticable to make an intelligent check of the rates on Lumber published or in effect to local points, for the reason that the individual tariffs of many of the roads do not publish any rate to such local points, merely adopting the East bound Committee's Tariff No. 110 and Amendments, which quotes rates to Common or Basing Points, only.

As a complete solution of this question and also of similar discrepancies, which doubtless exist in tariffs publishing rates on other Commodities, we recommend the publication of the Eastbound Guide Book or Basing Sheet, which was partially prepared by the Chairman, in line with Circular Letter Dec. 12th, 1900, (file 4028) on instructions from the Committee, as shown in Proceedings Jan. 4th and Feb. 1st and on which work was suspended by order of the Committee, as shown in proceedings Feb. 12th, 1901.

After due consideration of the above, it was

Resolved, That the recommendation of the Rate

Clerks be adopted and that Chairman Fraser prepare and publish Guide Book or Basing Sheet accordingly. The expense of same to be divided equally between all lines interested.

It is further

Resolved, That copies of this Guide Book or Basing Sheet may be furnished to parties other than those participating in the general expense of same, at rate of $1.00 per copy.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 461.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on dates named below. Issued Dec. 31st, 1901.

Representation:

B. & O. S. W. R. R.—E. S. Orr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

B. & O. S. W. R. R.—Not represented Dec. 13th-27th.
C. & A. Ry.—Not represented Dec. 13th-27th.
C. P. & St. L. Ry.—Not represented Dec. 13th.
Ill. Cent. R. R.—Not represented Dec. 13th.
L. H. & St. L. Ry.—Not represented Dec. 27th.
Southern Ry.—Not represented Dec. 13th.
The Wabash R. R.—Not represented Dec. 27th.

At Special Meetings of the Committee the following subjects were considered and action taken as stated:

Dec. 13th.

Rate on Acetylene Generators.

At meeting this date a letter was read calling attention to the wide difference between C. L. and L. C. L. shipments as per Official Classification, as follows:

Generators, Gas (See Gas Machines).

Machines, Gas, N. O. S., D-1st, L. C. L.

Machines, Gas, requiring flat or gondola cars, minimum weight 4,000 lbs., each, 1st, L. C. L.

Generators made by the Company referred to are said to weigh from 150 to 3,000 lbs. each.

After due consideration it was

Resolved, That the subject be referred to the Chairman of the Official Classification Committee for consideration and report.

Dec. 27th.

Division of Rates on Cotton Linters, South and North of Ohio and Mississippi Rivers.

A Joint Letter, 20th, file 8688, from Chairman Central Freight Ass'n. to the Chairman at Cincinnati-Louisville-Evansville and St. Louis was read (and ordered printed in the proceedings) as follows:

"By J. T. A. Circular No. 1709, of July 15, 1898, certain through rates based on Southern Classification are authorized from various southern points to points east of the Western Termini of the Trunk Lines and said through rates are divided on percentages. It seems in some cases the proportions accruing north of the Ohio River of the through rates referred to result in lower earnings on Cotton Linters than would be allowed north of the Ohio River in case the rates and divisions as per Central Freight Ass'n. Information No. 312-A (Cotton Tariff and Division Sheet No. 1) are applied.

The question of whether the lines north of the Ohio River should accept their proportions of through rates

named in J. T. A. Circular 1709 or demand proportions based on Information No. 312 was considered by Central Freight Ass'n. lines at meeting yesterday and it was unanimously recommended that rates and divisions in latter Circular should govern irrespective of what the percentages proportion of through rates in the J. T. A. Circular 1709 allow.

These facts are communicated to you for the reason that recently some shipments were handled via Ohio River Gateways and roads south thereof billed shipments based upon through rates in J. T. A. Circular 1709 instead of rates and divisions in Information No. 312-A."

Dec. 27th.

Rate on Crude Phosphate Rock From Arkansas, East St. Louis to Central Freight Ass'n. Points.

At meeting today a letter from a member was read requesting Proportional Rate on Phosphate Rock, from Arkansas, East St. Louis to Indianapolis, Ind., and it was

Resolved, That the Central Freight Association be requested to authorize a Proportional Rate on Crude Phosphate Rock, in bulk, C. L. minimum 18 gross ton, $1.25 per gross ton, East St. Louis to Indianapolis, Ind., in line with rates authorized by Central Freight Association Information No. 3097.

See proceedings issued Dec. 7th and this Committee's Special Notice No. 1121, Dec. 14th.

Dec. 27th.

Divisions of Rates on Cotton Seed Meal, Via. M. & O. R. R. and East St. Louis to Eastern Cities.

The Chairman read letter 20th, file 8603 from Chairman, Central Freight Ass'n. to the effect that the subject of minimum allowance of 3 cts. per 100 lbs. demanded by the M. & O. R. R. (See proceedings Oct. 22 and 25th, issued Oct. 31st) was considered at Cen-

tral Freight Ass'n. meeting 19th and the request declined.

It was therefore

Resolved, That the Chairman notify the G. F. A., M. & O. R. R. and file papers.

Note.—G. F. A. notified by letter 28th.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 462.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, Held on dates named below, Issued Jan. 15th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr., J. W. Lindsay.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—W. Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R R.—P. W. Coyle.

R. M. Fraser, Chairman.

C. P. & St. L. Ry.—Not represented Jan. 14th.
Wabash R. R.—Not represented Jan. 14th.

At special meetings of the Committee the following subjects were considered and action taken as stated:

Jan. 3rd.

Carload Rating on Cotton.

Letter Dec. 30th from American Cotton Co. was submitted. Traffic Managers of American Cotton Co.

and Planters Compress Co. were present and made personal statements. Entire correspondence is covered by Circular Letters dated Dec. 30th, Jan. 6th and 10th. Were sent to Chairman Central Freight Ass'n. with letter 14th, quoting following resolution adopted at meeting Jan. 3rd, requesting consideration of the subject at February meeting, Central Freight Ass'n.

Resolved, That we recommend to the Central Freight Ass'n. that a Carload rating be established on Cotton, minimum 40,000 lbs., on basis of 25 per cent less than the rate on Cotton in less carload, from Mississippi River and Ohio River Crossings to New York, with usual differentials to other points, which are at present 5 cts. on Boston Rate Points, 2 cts. on Philadelphia and 3 cts. on Baltimore.

Divisions on Lumber, Etc., From Northern Mississippi, Tennessee and Kentucky to Western Termini and East.

This subject was considered at meeting Nov. 26th, Proceedings issued Dec. 7th and referred to C. F. A. Advice Letter G-575, Dec. 12th and C. F. A. Proceedings Meeting Dec. 18th and 19th show that proposition was declined. It was therefore

Resolved, That the Chairman notify the G. F. A., M. & O. R. R. and file the papers.

Note.—G. F. A., M. & O. notified by letter Jan. 4th

Jan. 14th.

Rates on Iron and Steel Articles Including Cast Iron Pipe.

Attention was called to discrepancies between the issues of individual roads and rates authorized by this Committee, and it was

Resolved, That the Chairman call a meeting of the Rate Clerks in the Committee Rooms, to check for errors, omissions, etc., in rates on Iron and Steel Articles or Commodities, including Cast Iron Pipe, East

St. Louis to C. F. A. Points as between the St. Louis Eastbound Freight Committee Joint Tariff No. 116 and Amendment No. 1 and the individual issues of the several roads. The representative of each road to bring with him a copy of their Tariff and all Amendments now in effect.

Note.—It was left for the Chairman to select a date for the meeting, it being understood that if possible all individual Tariffs be made to conform to this Committee issue. The result of the Rate Clerks' meeting to be submitted to this Committee.

Rate on Crude Phosphate Rock From Arkansas, East St. Louis to Indianapolis.

Letter 7th from Chairman C. F. A. was read stating that there is opposition to rate $1.25 ton, recommended at meeting Dec. 27th. See proceeding issued Dec. 31st.

After due consideration it was decided to amend previous resolution, making rate $1.30 per ton, and it was

Resolved, That the Central Freight Ass'n. be requested to authorize a Proportional Rate on Crude Phosphate Rock, in bulk C. L. Minimum 18 gross ton, $1.30 per gross ton, East St. Louis to Indianapolis, Ind., in line with rates authorized by C. F. A. Information No. 3097.

Note.—Chairman Central Freight Ass'n. was also requested to take necessary action with lines to ensure rates from Cairo, Thebes, etc., 20 cts. ton higher than from East St. Louis.

Proportional Rates on Granite, Rough Quarried, From Points in Missouri.

Letter from Chairman Central Freight Ass'n. was read recommending cancellation of C. F. A. Information No. 264-A, corrected and 1884, Special Notice No. 959, the 6th class rate to be used, and it was

Resolved, That Chairman Tucker be advised that no action be taken on this proposition, pending the check of the Proportional rates from Mississippi and Ohio River Crossings.

Instructions as to the Manner of Ascertaining Number of Animals Loaded in Each Car—Correct Weight to be Charged on Horses, Mules, Ponies, Etc.

Letter 2nd, file A-13504 from Chief Inspector read regarding complicities in securing actual weights, etc., in line with resolution as shown in Proceedings July 31st, page 2.

After a general discussion, it was

Resolved, That the Chairman be instructed to correspond with the National Stock Yards people, notifying them that unless they furnish the Railroads with the actual weight, all shipments of Horses, Ponies, Colts, etc., will be billed at estimated weights, as per Official Class'n., which may be in excess of the actual weight.

Rates on Railway Ties From East St. Louis.

Letter 10th, file 8359 from Chairman Central Freight Ass'n. read requesting information as to whether roads charge per 100 lbs. or per tie.

Roll was called and representatives of each road stated that on shipments to Central Freight Ass'n. Territory (except Illinois) their rates were per 100 lbs.

The C. & A. and Ill. Cent. rate to Illinois points would be per tie. Rates from Cairo, Thebes, Evansville, etc., being made per tie to Illinois Points.

Divisions of Rates on Cotton Seed Meal Via M. & O. R. R., East St. Louis and Eastern Cities.

Joint Letter 2nd, file 53816-C, from G. F. A., M. & O. R. R., regarding minimum rate on Cotton Seed Meal was read and tabled. See proceedings issued Dec. 31st, page 3.

Issuing Bills Lading, Expense Bills, Etc., in Ink or Indelible Pencil.

Letter 9th from A. G. F. A., B. & O. S. W. R. R., enclosing letter 6th from Agent, Terminal R. R. Ass'n. was read and it was

Resolved, That the St. Louis Eastbound Lines notify the Transfer and Terminal Companies that effective Feb. 1st, 1902, they will not issue bills of lading on their receipts unless they are made out in Indelible Pencil or Ink, in accordance with Special Notice No. 1126.

The Chairman to send letter to Messrs. F. X. Roederer, Frt. Agt. Terminal R. R. Ass'n.; A. DeFigueiredo, Ass't. Mgr. St. Louis Transfer Co.; Geo. L. Sands, Manager Wiggins Ferry Co.; J. J. Baulch, T. M. Interstate Car Transfer Co.

Switching and Reconsigning Tariff, Local Freight Agents' Assn., January 1st., 1902.

Letter 10th from A. G. F. A., B. & O. S. W. R. R. was read, requesting consideration of the subject.

After a general discussion it was decided that if there was any misunderstanding on the part of the local agents, it was a matter for the Local Freight Agents Ass'n. to consider and not for the St. Louis Eastbound Freight Committee, and it was

Resolved, That the subject be tabled.

Deliveries to Damascus Brake Beam Co., East St. Louis.

Letter requesting information as to above industry, and it was

Resolved, That the Chairman address a Circular Letter to the members of this Committee, requesting the information wanted.

Rates and Routing on Traffic to Points on B. & M. and N. Y. N. H. & H. Railroads When From Pacific Coast.

Chairman stated this subject came up by Joint Let-

ter 8th, file 8698 from Chairman Tucker, addressed to the Chairman of Committees at Chicago, Cincinnati and St. Louis, in which it was stated that the rules published in Trans-Continental Tariffs were not adhered to.

After due consideration, it was

Resolved, That the subject be tabled.

Rate on Prepared Clay, C. L. to Hamilton, Ohio.

Letter 10th, file A-9619 from Chief Inspector was read and Chairman requested to write A. G. F. A., So. Ry. to investigate and report.

Rate on Iron Pyrites, Sulphur or Sulphide Ore to Indianapolis.

Subject laid over for applicant to get further information regarding articles to be shipped.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 463.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of meetings of the Freight Committee, held on the dates named below, Issued Feb. 28th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.
C. B. & Q. R. R.—H. R. Todd.

R. M. Fraser, Chairman.

T. St. L. & W. R. R.—Not represented Feb. 4th.

Feb. 4th.

Divisions Named in Special Notice No. 437 Applying via the Illinois Central R. R.

This subject was last considered at meeting Nov. 5th, 1901 (See proceedings dated Nov. 16th.)

Chairman read circular letter issued by the Illinois Central R. R. and it was

Resolved, That this subject be referred to the Central Freight Ass'n. to be submitted to the Special Committee having under consideration the proposition of percents with all Illinois Lines."

Feb. 4th.

Rates on Crude Phosphate Rock From Arkansas, East St. Louis to Indianapolis, Ind.

This subject was considered at meeting Jan. 14th (See procedings Jan. 24th and 28th, file G-596, and it was

Resolved, That the Chairman take the subject up with the lines on which this Phosphate Rock originates to ascertain present Tariff rates from Mines to Mississippi River Crossings, including Thebes, Gale, East Cape Girardeau and East St. Louis, also the rates in effect from the Mt. Pleasant District to Ohio River Crossings, with a view to securing a comparison of rates from producing districts to Central Freight Ass'n. Points.

Note.—Information asked for, but not yet received.

Feb. 4th.

Proper Rating to Apply on Bulk Meats When Destined to Virginia Cities.

Chairman read correspondence with Virginia Lines Committee and Chairman of the Central Freight Ass'n., and it was

Resolved, That the subject be referred to the Chair-

man of the Central Freight Ass'n. for submission to the Committee on Rules and Regulations.

Feb. 4th.

Rate on Iron Pyrites or Sulphur Ore to Indianapolis.

This subject was considered at meeting Jan. 14th (See proceedings Jan. 15th.)

Letter was read from a member, and it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize rate on Iron Pyrites or Sulphur Ore, C. L., minimum weight 20 gross ton, East St. Louis to Indianapolis, Ind., $1.55 per gross ton of 2240 lbs.

Feb. 4th.

Rates on Iron and Steel Articles, Including Cast Iron Pipe.

This subject was considered at meeting of Jan. 14th (See proceedings Jan. 15th.)

The Rate Clerks met in this office Jan. 23rd and submit the following report (See Circular Letter Feb. 5th), and it was

Resolved, That the report of the Rate Clerks be adopted and that the Chairman notify the individual members by Circular Letter.

Note.—The report referred to was issued to members by Circular Letter Feb. 5th, file 4131.

Feb. 4th.

Instructions as to the Manner of Ascertaining Number of Animals Loaded in Each Car. Correct Weight to be Charged Horses, Mules, Ponies, Colts, Etc.

This subject was considered at meeting Jan 14th (See proceedings Jan. 15th.)

Letter Jan. 27th was read from Gen'l. Mgr. Jones and after discussion, it was

Resolved, That action taken at meeting Jan. 14th be re-affirmed.

Feb. 17th.

Deliveries to Damascus Brake Beam Co., E. St. Louis.

This subject was considered at meeting Jan 14th (See proceedings Jan. 15th.)

Having received all replies, it was

Resolved, That the information received be communicated to the members by Circular Letter (See Circular Letter Feb. 15th, file 4023.)

Feb. 17th.

Switching to and From St. Louis Car Wheel Co.

Letter was read from a member, and it was

Resolved, That, inasmuch as the Wabash gave their assurance that they will not absorb switching to or from the St. Louis Car Wheel Company, or any other industry located jointly on the Missouri Pacific, or Wabash tracks, on traffic to or from points east of the Mississippi River, that it will not be proper to absorb Missouri Pacific switching.

Feb. 17th.

Rate on Acetylene Generators.

This subject was considered at meeting Dec. 13th (See proceedings Dec. 31st.)

Letter was read from Eagle Generator Co., Feb. 7th, and it was

Resolved, That the Chairman be instructed to refer this subject to the Official Class'n. Committee with recommendation that if it is found that these generators are of no greater value than the analogous articles mentioned, that the application for 1st class rating be granted.

Feb. 17th.

Crude Oil, East St. Louis to Pittsburg.

Chairman read letter from a member, requesting that same rate apply eastbound as in effect westbound, viz:—24½ cents, and it was

Resolved, That the application be declined.

Feb. 17th.

Instructions as to the Manner of Ascertaining Number of Animals Loaded in Each Car. Correct Weight to be Charged on Horses, Mules, Ponies, Etc.

This subject was considered at meeting Feb. 4th (see proceedings, page 2.)

Letter Feb. 15th, was read from Gen'l. Mgr. Jones, and it was

Resolved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 464.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee, St. Louis, Mo., March 4, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, By R. M. Fraser.
C. P. & St. L. Ry.—W. M. Bushnell
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—G. L. Stevens.
Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—E. Keane.

R. M. Fraser, Chairman.

Meeting convened, 10:30 a. m.

Divisions Named in Special Notice 437, Etc., Via Illinois Central Railroad.

This subject was last considered at meeting Feb 4th (See proceedings Feb. 28th.)

Chairman read letter Feb. 26th, file 3766 from Chairman, C. F. A., and after due consideration, it was

Resolved, That the Chair advise Chairman Tucker that the previous legislation of this Committee, referring this subject to the Special Committee, is the action we desire to have taken on this subject.

Rates on Fruits, Dried, Etc.

Letter was read calling attention to difference in Classification on Apples, Dried, etc., and other fruits, and it was

Resolved, That the subject be referred to the Official Class'n. Committee without recommendation.

Rate on Jewelers' Sweepings.

Letter was read regarding Errata, Jan. 1st, Jewelers Sweepings not taken and it was

Resolved, That the Chairman correspond with Mr. Gill with the view to securing information as to why Jewelers Sweepings was taken out of Class'n., so as to enable him to give the applicant a definite reply.

Instructions as to the Number of Animals Loaded in Each Car, Correct Weight to be Charged, Horses, Mules, Ponies, Etc.

This subject was last considered at meeting Feb 17th and tabled.

Subject brought up again by letter 1st, file A-13504 from Chief Inspector and after due consideration, it was

Resolved, That it is the sense of this Committee that the Special legislation of this Committee be annulled and hereafter the Official Class'n apply.

Rate on Green Salted Hides.

At meeting to-day it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n., that they authorize rate on Green Salted Hides, C. L., minimum weight 30,000 lbs. from East St. Louis to Grand Haven—Holland—Muskegon and White Hall, Mich. of 14 cents per 100 lbs., in line with rates from Chicago, shown in Information No. 3177.

Rate on Dry Hides.

At meeting to-day, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize rate on Dry Hides, C. L. minimum weight 16,000 lbs., from East St. Louis to Grand Haven, Holland, Muskegon and White Hall, Mich., of 23 cents per 100 lbs. in line with rates from Chicago, shown in Information No. 3177.

Rate on Asphalt.

At meeting to-day, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize rate on Asphalt, C. L. minimum weight as per Official Class'n. from E. St. Louis to all points in Central Freight Ass'n. Territory, on basis of 90 per cent of the 6th class rates, in line with rates now in effect from Chicago, as shown in Information No. 3178.

Rate on Fruit Jars and Glass Bottles.

At meeting to-day, it was

Resolved, That the individual roads, members of this Committee, recommend to the Central Freight Ass'n. that they authorize a rate on Fruit Jars and Glass Bottles, C. L. minimum weight as per Official

Class'n from E. St. Louis to Indianapolis, Ind., 11 cents and to Terre Haute, Ind., 8 cents per 100 lbs. in line with Information No. 3131, which names rates asked for westbound from Indiana Gas Belt and Terre Haute to East St. Louis.

Rate on Sublimed Lead.

Correspondence with Central Freight Ass'n. was read regarding rate in Wabash R. R. Tariff No. 22640-K, Amendment No. 9 to I. C. C. No. 714 and it was

Resolved, That it is the sense of this Committee that the Sublimed Lead Rate, as published by the Wabash R. R. be authorized by the Central Committee to remain in effect as long as the Pig Lead Tariff of 25 cents from Kansas City is in effect.

Application of Proportional Rates.

At meeting to-day the above subject was under consideration and it was

Resolved, That no Proportional Rates shall be used locally on traffic from St. Louis to East St. Louis, except when authorized by the Central Committee or the Central Freight Ass'n. and that the application of Proportional Rates be restricted to traffic from the Territories from which they are to apply as per C. F. A. Authorities.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 465.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on dates named below, issued March 22nd, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.

C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—Ed. Keane.
C. B. & Q. R. R.—H. R. Todd.

R. M. Fraser, Chairman.

C. & A. Ry.—Not represented Jan. 21, March 11-14.
C. P. & St. L. Ry.—Not represented March 14-21st.
I. C. C. R. R.—Not represented March 11th.
L. H. & St. L. Ry.—Not represented Jan. 21st.
Southern Ry.—Not represented Jan. 21st.
T. St. L. & W. R. R.—Not represented Jan. 21,-March 14th.
C. B. & Q. R. R.—Not represented Jan. 21,-March 14-21.

Jan 21st.

East St. Louis Switching Schedule.

In view of the many changes and additions necessary to make Switching Schedule No. 2 complete, it was

Resolved, That a letter be sent to the representatives of each road, member of this Committee, and of other roads named on the Schedule of Switching Charges No. 2, effective March 10th, 1900, requesting that the Chairman be advised of all additions, changes, etc., that should be made in the Schedule, to make it correct to date.

March 11.

Having compiled Switching Schedule No. 3, the Chairman submitted proof copy, and it was

Resolved, That the Chairman send to the Local Freight Agents Ass'n. proof copies of Schedule No. 3, requesting careful examination, notation to be made in ink, of all changes necessary to make the Schedule

correct and complete to date. The report of the Local Freight Agents to bear the signature of the agent of each road represented on the Schedule.

March 14th.

Class Rates to Circleville, Ohio.

At meeting to-day letter from a member was read calling attention to an apparent error in E. St. Louis and Belleville Minimum Rate basis No. 8 on Class Rates to Circleville, O., and it was

Resolved, That the Chairman be instructed to correct Basing Sheet No. 8, placing Circleville on the Group "r" basis.

Circular Letter March 14th, file 3217 was sent all members suggesting that they correct Minimum Basing Sheets and Tariffs in accordance with resolution making rate to Circleville, Ohio, same as to Chillicothe and Columbus, Ohio.

March 21st.

Rate on Scrap Iron, C. L., East St. Louis to Terre Haute, Ind.

At meeting to-day above subject was considered and it was

Resolved, That Chairman Tucker be requested to take up with the C. & E. I. R. R. the question of rate on Scrap Iron from Chicago to Terre Haute of $1.00 per gross ton with the view to having same withdrawn, as a continuance of the rate will necessarily result in permanent reduction of rates on similar traffic not only from E. St. Louis to Terre Haute, but other points beyond.

Instructions as to the Manner of Ascertaining Number of Animals Loaded in Each Car, Correct Weights to be Charged on Horses, Mules, Ponies, Etc.

This subject was last considered at meeting March 4th (See proceedings), was brought up again by letter

14th, file A-13504 from Chief Inspector, suggesting the members notify their Live Stock Agts. of action taken and it was

Resolved, That the representatives of the lines, members of this Committee, notify their Live Stock Agts. at the National Stock Yards, in line with the resolution adopted at meeting March 4, 1902.

Rate on Petroleum, Crude, in Tank Cars.

Letter requesting rates from East St. Louis to C. F. A. and Trunk Line Points on Petroleum, from Texas, was submitted with list of rates from other points, and after discussion, it was

Resolved, That the subject be tabled.

March 21st.

Rates on Bulk Salted Meats and Packing House Products, Carloads.

At meeting February 14th letter from a member was submitted calling attention to changes in rates from East St. Louis to C. F. A. Points necessary to equalize rates via East St. Louis gateway.

As instructed said letter was issued by Circular Letter dated Feb. 14th, file 4107.

On Feb 17th, subject was referred to Rate Clerks for recommendation.

Letter Feb. 22nd, file 8866 was also received from Chairman, Central Freight Ass'n. referring to the discrepancies.

The Rate Clerks report was prepared Feb. 26th and finally considered by the Committee at meeting March 11th, and it was

Resolved, That the matter be referred back to Mr. Tucker with the suggestion that he have prepared a statement showing rates through the various gateways to the points affected with the end in view to having a joint meeting of interested Committees, including the C. & O. R. Committee, Peoria Committee, Chicago

Committee, St. Louis Committee and the St. Louis-Cincinnati-Louisville Freight Committee, for the consideration of this subject.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 466.

PROCEEDINGS NO. 5.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on dates named below, issued April 15th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

C. & A. Ry.—Not represented March 25, April 1st.
C. P. & St. L. Ry.—Not represented March 21st, April, 1st, 11th.
C. C. C. & St. L. Ry.—Not represented April 4th.
I. C. R. R.—Not represented March 25th.
L. H. & St. L. Ry.—Not represented April 1st.
T. H. & I. R. R.—Not represented March 25th.
T. St. L. & W. R. R.—Not represented April 4th-11th

March 25th.

Payment of Westside Switching on Beer from Anheuser-Busch Brewing Ass'n. Destined to Washington, D. C.

This subject was brought up by a member, and it was

Resolved, That effective this date, the payment of this Switching will be discontinued.

(See Circular Letter March 25th, file 3321.)

April 1st.

Rate on Cotton and Cotton Linters to Madison, Ind.

Chairman read letter from a member and it was

Resolved, That this Committee recommend to the Central Freight Ass'n. that the rate on Cotton, East St. Louis to Madison, Ind., be made same as rate on this Commodity, East St. Louis to Cincinnati, Louisville, etc., published in St. Louis-Cincinnati-Louisville Freight Committee Joint Tariff No. I. C. C. B-27.

(See Special Notice No. 1160.)

April 1st.

Rate on Flaxseed, E. St. Louis to Norfolk, Va.

Chairman read letter from a member requesting that a Commodity rate be established not exceeding the grain rates and it was

Resolved, That the subject be referred to the Central Freight Ass'n. for action by the proper Committee of that Association.

April 1st.

Request for Commodity Rate on Mineral Wool, For Export.

Chairman read letter from a shipper requesting rate on basis of 23 cts. per 100 lbs. on Mineral Wool, for export, and it was

Resolved, That the subject be referred to the Central Freight Ass'n. without recommendation for consideration at its next meeting, and parties making application be advised accordingly.

April 1st.

Rate on Petroleum, Crude, in Tank Cars.

This subject was considered at meeting March 21st. (See proceedings issued March 22nd) and was brought up again by letter from a member, and it was

Resolved, That the subject be referred to the Central Freight Ass'n. with inquiry as to what rates shall form the basis from East St. Louis.

April 4th.

Request for Commodity Rate on Tripoli.

Chairman read letter from a shipper requesting rate to Trunk Line Territory on basis of 23 cts., East St. Louis to New York, and it was

Resolved, That the applicant be advised that the request was declined.

April 11th.

Rates on Green Salted Hides to Cheboygan, Mich.

Chairman read letter from a member requesting rate from East St. Louis to Cheboygan, in line with rate from Chicago (See C. F. A. Information No. 3236) and it was

Resolved, That this Committee recommend to the Central Freight Ass'n. that a rate on Green Salted Hides, C. L. minimum weight as per Official Class'n. be authorized from East St. Louis to Cheboygan, Mich., 20 cts. per 100 lbs.

April 4th.

Issuing Bills Lading at National Stock Yards.

This subject was brought up by a member and it was

Resolved, That the Chairman address a letter to the members of this Committee asking for information as to whether their representative at the National Stock Yards, signed Bills Lading for both Live Stock and Dead Freight, shipped from the National Stock Yards and report at next meeting of this Committee.

April 11th.

The Chairman having received reply from all Roads, it was

Resolved, That Circular Letter be issued giving each Road's reply.

(See Circular Letter No. VIII, dated April 15th.)

March 21st.

Trackage Charge to and From Industries in National Stock Yards.

Chairman read letter from a member regarding the absorption of Trackage Charge at National Stock Yards, and it was

Resolved, That the members of this Committee who are not prepared to consider the National Stock Yards Trackage Charge as a Traffic matter takes the question up with their respective Transportation Departments with the view to having them discontinue the payment of this charge and report to the Committee.

April 11th.

The subject was again considered today and it was

Resolved, That the subject be tabled.

April 11th.

Classification of Wire Strand.

Chairman read letter from a shipper requesting the same classification to apply on Wire Strand as applies on Fence Wire, and it was

Resolved, That the subject be referred to the Official Class'n. Committee without recommendation of this Committee.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 467.

PROCEEDINGS NO. VI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on dates named below, Issued April 30th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell,
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

C. & A. Ry.—Not represented April 1st.
C. P. & St. L. Ry.—Not represented April 1st.
C. C. C. & St. L. Ry.—Not represented April 4th.
L. H. & St. L. Ry.—Not represented April 1st-25th.
T. St. L. & W. R. R.—Not represented April 4th.

April 1st.

Rate on Scrap Iron to Various C. F. A. Points.

Chairman read letter from a member regarding the present rate on Scrap Iron to Terre Haute of $1.00 per gross ton and in view of the above, it was Recommended, That the Central Freight Ass'n. au-

thorize rates on Scrap Iron, Carload, minimum weight as per Official Class'n., from East St. Louis to:

Indianapolis, Ind. ..... $1.15 per gross ton
Anderson, Ind. ..... 1.35 per gross ton
Muncie, Ind. ..... 1.35 per gross ton
Marion, Ind. ..... 1.35 per gross ton

The above proposition was declined (See C. F. A. Proceedings for April Meeting, subject 4190).

April 18th.

Classification of IXTLE.

Chairman read letter from a shipper claiming that the Classification on Ixtle should not be higher than on Hemp or Sisal, and it was

Recommended, That the subject be referred to the Official Class'n. Committee without recommendation.

Rice, New Orleans to C. F. A. Points Via East St. Louis.

Chairman read letter from Chairman Central Freight Ass'n. and he was instructed to issue Circular Letter giving copy of the correspondence, as follows:

St. Louis, Mo., April 11, 1902.
4141.

Mr. J. F. Tucker, Chairman, C. F. A., Chicago, Ill.

Dear Sir: The following letter from a member was considered today:

"Will you kindly advise me if there is any legislation which would prohibit our accepting the same proportion east of East St. Louis on shipments of Rice from New Orleans, La., via the Iron Mountain R. R., as we receive when shipments come by lines on the east side of the River,"

There was considerable discussion and some of the members were of the opinion that the same divisions should apply on traffic from New Orleans via East St.

Louis and I. M. & So. as apply from lines east of the River, and it was

Resolved, That the subject be referred to Chairman, C. F. A., to get his views as to what divisions should apply on this traffic.

Will you kindly advise me if there are any published authorized divisions on traffic from New Orleans via East St. Louis to Central Freight Ass'n. Points.

Yours respectfully,
(Signed) R. M. Fraser, Chairman."

"Chicago, April 16, 1902.
9240.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Frt. Committee, St. Louis, Mo.

Dear Sir: In reply to your favor of the 11th inst., file 4141, relative to proper proportions applicable east of East St. Louis on shipments of Rice from New Orleans proper, forwarded via the Iron Mountain Railroad, would state that it seems there is no legislation of this Ass'n authorizing any basis for dividing rates from New Orleans via East St. Louis to Central Freight Association Points, and furthermore, that the percentages applicable via the Ohio River Crossings were arranged between the individual roads interested. Presume, therefore, that the lines through East St. Louis might individually arrange percentages for dividing through rates providing the conditions under which the traffic is handled through East St. Louis are in every case identical to those prevailing through Ohio River Crossings.

In connection with this particular matter, would respectfully call your attention to Information No. 1408, dated March 27th, 1899, which relates to rates on traffic from points west of New Orleans. Particular care should, of course, be taken that the provisions of this Circular are in every case carried out, for it may be that the traffic which it is proposed to forward via East St. Louis may not originate at New Or-

leans, but at points west thereof, and if so full local rates should be charged from East St. Louis.

Yours very truly,
(Signed) J. F. Tucker, Chairman."

Above issued April 21st, Circular Letter No. X.

April 18th.

Rate on Pig Lead and Spelter to Cleveland, Toledo, Etc.

Chairman read letter from G. T. M. Whitney and after due consideration:

All lines interested individually recommended the establishment of rate 10½ cts. per 100 lbs. C. L., on Pig Lead and Spelter East St. Louis to Cleveland, Columbus, Dayton, Piqua and Toledo, Ohio; Detroit, Mich., and Muncie, Ind. The rates to be made effective at earliest possible date and to expire with the Rail and Lake rates.

April 25th.

Marking of Packages, Delivered to Railroads for Transportation.

Chairman read information Circular No. 3326, containing rules adopted by Central Freight Ass'n. and Trunk Line Roads, and it was

Recommended, That the rules contained in the above Information be adopted.

April 25th.

Proper Rating to Apply on Bulk Meats, When Destined to Virginia Cities.

This subject was considered at Meeting Feb. 4th (See proceedings dated Feb. 28th) and was brought up by letter from Chairman, Central Freight Ass'n., and it was

Recommended, That the subject be tabled.

April 25th.

Rate on Mill Cinder, Carloads to Wellston, Jackson and Ironton, Ohio.

Chairman read letter from a member calling attention to Central Freight Ass'n. Information No. 3314, naming rates from Chicago, and it was

Recommended, To the Central Freight Ass'n. that rate of $1.55 per ton on Mill Cinder, minimum weight 20 gross ton, unless capacity of car be less, in which case the capacity of car is to be the minimum weight, be authorized East St. Louis to Wellston, Jackson and Ironton, Ohio.

April 4th.

Application of Rates in Joint Tariff No. 117 on Export Traffic.

Chairman read letter from Auditor Smith of the Interstate Commerce Commission, as follows:

Washington, April 1st, 1902.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Frt. Committee, St. Louis, Mo.

Dear Sir: Are not the rates to seaboard cities named in Joint Tariff No. 117, ICC No. A-68, intended to apply on traffic for export as well as for domestic use? If so, please issue Amendment to the tariff making provision to that effect, in compliance with the order of the Commission dated March 8th, 1888, copy of which will be found printed on page 21 of the pamphlet "Method of Carriers" etc. Respectfully yours,

(Signed) J. M. Smith, Auditor."

The letter was sent members in Circular Letter No. V, April 4th.

April 25th.

The subject was again considered to-day and it was

Recommended, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 468.

PROCEEDING NO. VII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on dates named below, issued May 15th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—Ed. Keane.
R. M. Fraser, Chairman.

C. & A. Ry.—Not represented May 13th.
L. H. & St. L. Ry.—Not represented April 25th-May 2nd.
T. St. L. & W. R. R.—Not represented May 13th.

May 2nd.

Application for Change on Printers' Material, viz: Type, Presses, Cases, Etc.

Chairman read letter from a shipper, and it was

Recommended, Individually by the roads interested, that the subject be referred to the Official Class'n. Committee without recommendation.

May 2nd.

Rate on Crude Barytes Ore to Western Termini Points.

Chairman read letters from Chairman C. F. A. and a member and it was

Recommended, That the C. F. A. authorize rate on Crude Barytes Ore, C. L., minimum weight as per Official Class'n., E. St. Louis to Western Termini Points 15½ cents per 100 lbs., the same rate as authorized in Information No. 3103 on Barytes.

April 25th.

Division of Rates on Lumber from Cairo via East St. Louis to C. F. A. Territory.

Chairman read letter April 23rd, file 9311 from the Chairman, C. F. A. and it was

Recommended, That a Committee of three be appointed for the purpose of formulating a resolution for letter vote by the Central Freight Ass'n. making application for abrogating the clause in 1878, prohibiting the pro-rating of the Cairo rate via East St. Louis on Lumber to C. F. A. Territory and to report at next meeting.

Note.—Chairman appointed as the Committee Messrs. Walter Nichols, R. D. Yoakum, and P. W. Coyle, as Chairman.

May 2nd.

The Chairman read the following report of the Special Committee:

Whereas, Information Circular No. 1878 bears clause prohibiting the pro-rating of the authorized proportional rates on Lumber from Cairo to Central Freight Ass'n. Territory via East St. Louis, Ill. While the Information Circular referred to restricts the pro-rating of these rates via E. St. Louis, the fact remains that this action is not restricted via other Illinois Junctions, such as Mattoon, Decatur, Tolona, Shelbyville, St. Elmo, Ridgefarm, Ramsey, Effingham, etc, and

Whereas, It is a known fact that most of the lines leading from E. St. Louis have established divisions with the Mobile and Ohio Railroad to and from Cairo via East St. Louis, as well as to and from Cairo via

the Illinois Central Railroad, via certain Illinois Junctions, as mentioned above, and

Whereas, The restricting clause in Information Circular No. 1878 thus closes the East St. Louis gateway, and

Whereas, The authorized proportional rates from Cairo to Trunk Line Territory are pro-rated on authorized divisions via East St. Louis, and

Whereas, We are unable to find any reason existing at the present time for the maintenance of these restrictions in the pro-rating of these authorized rates from Cairo to Central Freight Ass'n. Territory, via East St. Louis, be it

Resolved, That it is the sense of this Committee that the restricting clause in Information Circular No. 1878, to which reference has been given, should be cancelled, leaving it permissible to pro-rate said rates through East St. Louis, Illinois,

It Is Further Recommended, That this proposition be submitted to Chairman Tucker for vote by Advice Letter, and it was

Recommended, That the report of the Special Committee be adopted and the Committee discharged.

The report was transmitted to Chairman, Central Freight Ass'n. in letter May 2d (See C. F. A. Advice Letter H-13, May 5th.)

May 6th.

Rates on Mill Cinder and Scale.

Chairman read telegram from Chairman, C. F. A. in connection with action taken at meeting April 25th (See proceedings issued April 30th) and it was

Recommended, To the Central Freight Ass'n. that rate of $1.55 per gross ton on Mill Cinder and Scale, minimum weight 20 gross ton (unless capacity of car be less, in which case actual capacity of car is to be

the minimum weight), be authorized from East St. Louis to Ashland, Ky., Hanging Rock, Ironton, Jackson and Wellston, Ohio.

May 2nd.

Rates on Cotton Seed Oil, Montgomery, Ala., via East St. Louis to Eastern Cities.

Chairman read letter from a member, and it was

Recommended, That the subject be deferred until next meeting.

May 13th.

Chairman stated that this subject was laid over at meeting May 2nd, pending information to be received from Chairman C. F. A., and it was

Recommended, That the Central Freight Ass'n. authorize rates on Cotton Seed Oil, in Tank Cars, C. L., minimum weight as per Official Class'n. from Montgomery, Ala., to New York, N. Y., and Guttenburg, N. J., 29 cents and to India Point and Providence, R. I., 31 cents per 100 lbs. The rates via East St. Louis to be divided on same percentage basis as authorized in C. F. A. Information 223-A as follows: Montgomery to E. St. Louis, 28.6 percent, 8.3 cents per 100 lbs.; E. St. Louis to Guttenburg, N. J., and New York, N. Y., 71.4 percent, 20.7 cents per 100 lbs.; Montgomery to East St. Louis, 31.1 percent, 9.7 cents per 100 lbs.; E. St. Louis to Providence and India Point, R. I., 68.9 percent, 21.3 cents per 100 lbs.

May 13th.

Hardwood Lumber to Trunk Line Territory.

Chairman read letter from a shipper regarding through rates from West Mississippi River via Memphis and Cairo vs. East St. Louis and it was

Recommended, That the subject be tabled.

May 13th.

Rates on Crude Barytes Ore to Cleveland and Detroit.

Chairman read letter from a member and it was

Recommended, That the Central Freight Ass'n authorize rate of Crude Barytes Ore, C. L. minimum weight as per Official Class'n. E. St. Louis to Cleveland, Ohio, 13½ cents and to Detroit, Mich 12½ cents per 100 lbs., the same rates authorized in Information 1864 on Barytes.

May 13th.

Rates on Lumber to South Bend, Ind.

Chairman called attention to C. F. A. ICC Advice No. 179, April 21st, Lumber, Upper Mississippi River Crossings to South Bend. A member stated that it was his understanding that the contract which made the Tariff necessary would be closed out in a few days. In view of the above, it was

Recommended, That the subject be tabled.

May 13th.

Virginia Lines Committee Rates to Seaboard Cities.

Chairman read letter from a member regarding using 6th class rates on Provisions, and it was

Recommended, That the Chairman take the subject up with Chairman Fitzgerald of the Virginia Committee, requesting information as to the authority, etc., for the basis used by the Virginia Lines.

Switching to and from Industries Located on Wabash R. R. at St. Louis, Missouri.

Referring to Proceedings May 19th, 1899, and Feb. 28th, 1902, I received the following letter from A. G. F. A. Wabash which was transmitted to the members in Circular Letter No. XVIII, May 9th.

St. Louis, May 8, 1902.

Mr. R. M. Fraser, Chairman, St. Louis Eastbound Frt. Com., Union Station, St. Louis, Mo.

Dear Sir: Supplementing previous correspondence concerning absorption of switching charges in St. Louis, this is to advise that, effective May 15th, Wabash Tariff No. 16504 will be amended to read; "Switching between the yards of the Wabash Railroad Company on the Union Depot Line between Twenty-second Street and Euclid Avenue, as shown on page 2 of this tariff, will be $5.00 per car."

As previously advised, all Wabash switching in St. Louis will be absorbed by the Wabash Railroad Company when we receive a haul on such shipments east of East St. Louis. Yours very truly,

(Signed) P. W. Coyle.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 469.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on dates named below. Issued May 31st, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

C. C. C. & St. L. Ry.—Not represented May 23rd.
Ill. Cent. R. R.—Not represented May 30th.
Southern Ry.—Not represented May 16th.
The Wabash R. R.—Not represented May 16th.

May 16th.

Minimum Basing Book No. 9.

Chairman read letter from a member requesting immediate check of the proof copy and it was

Moved, That the Chairman call a meeting of the Rate Clerks to check the proof copy at the earliest possible date.

In accordance with the above Chairman called meeting of Rate Clerks, to be held at this office, May 27th.

The Rate Clerks met on May 27th and the following was adopted (See Circular Letter XXIV, May 28th.)

Resolved, That the Book as checked by the Rate Clerks be printed as checked to-day, with the proviso that the Chairman be requested to determine the alleged error in the Athens, Ohio, basis, in Minimum Rate Sheet No. 8, there shown as "T" Scale and if it develops that the "T" Scale is in error the Chairman proceed to print the Athens rate on the basis as in effect or authorized when Minimum Rate Sheet No. 8 was compiled.

Note.—I have examined Rate Sheet No. 7, dated April 1st, 1896, and find that the basis published to Athens, Ohio, is the same as published in No. 8, viz.: the "T" basis, which will be published in No. 9.

May 23rd.

Lake and Rail Rates on Flour for Export from Southwest Missouri Points vs. Minneapolis.

Chairman read letter from a member submitting Joint Letter to several of the members, from G. F. A., Mo. Pac. Ry., calling attention to discrepancies between rates Southwest Missouri points and those from Minneapolis. After consideration, it was

Moved, That the subject be laid on the table.

May 23rd.

Rates and Routing on Traffic to Points on B. & M. and N. Y. N. H. & H. R. R. R., When from Pacific Coast.

This subject was considered at meeting Jan. 14th, 1902 (See proceedings issued Jan. 15th) and brought up by letter from Chairman C. F. A., dated May 19th, file 8698, and it was

Moved, That the Chairman transmit copy of Chairman Tucker's letter to the members in Circular Letter.

The letter was transmitted in Circular Letter XXII, May 23rd, as follows:

Chicago, May 19, 1902.
8698.

Messrs. B. E. Connell, Chief Clerk, Chicago Committee, Chicago, Ill.; R. M. Fraser, Chairman, St. L. E. B. Frt. Com., St. Louis, Mo.; O. G. Fetter, Chairman, Cincinnati Committee, Cincinnati, O.

Gentlemen: Referring to my letter to you of Jan. 8th advising to what extent the Boston & Maine and N. Y. N. H. & H. R. R. R. Companies will participate in through eastbound Trans-Continental rates, as published by Agent Countiss. We now learn that the N. Y. N. H. & H. R. R. R. has authorized the use of East bound Trans-Continental rates and divisions to all points on the N. Y. N. H. & H. R. R. R. We also understand that the Boston & Maine R. R. is now willing to have the through eastbound rates and percentages apply on traffic to all points on that road. Yours very truly,

(Signed) J. F. Tucker, Chairman.

May 23rd.

Rates on Pig Lead, Spelter, Etc., to Cleveland, O., Etc.

Chairman read letter from Chairman, C. F. A., 17th, file Information 3351, and it was

Recommended, That Chairman Tucker be advised that it was the intention of this Committee in offering

the recommendation April 18th (See proceedings issued April 30th) to include Anodes, Copper Bars, Ore, Base Bullion, Blister Copper, Lead Bars, Copper Sulphate and Copper Residue, C. L. to the list of articles taking Pig Lead and Spelter Rates to the various points mentioned in Information No. 3351, April 28th, 1902.

May 23rd.

Rates on Pig Lead, Etc., to Akron and Canton, Ohio.

Chairman read letter from a member, and it was

Recommended, That the rate to Akron and Canton, Ohio, on Pig Lead, Spelter, etc., be made 10½ cents per 100 lbs. that being the rate in effect to Cleveland and subject to cancellation with other Lake and Rail rates.

May 23rd.

Minimum Weight on Export Flour.

Chairman read letter from a member also one from a shipper protesting against C. L. minimum demanded on export flour (C. F. A. Information 705-A) and it was

Resolved, That the subject be referred to the Central Freight Ass'n. for consideration at its next meeting.

May 23rd.

Rate and Divisions on Lumber from Cairo via East St. Louis to C. F. A. Territory.

The Chairman read letter from a member to the Chairman, C. F. A. on the above subject and after consideration, it was

Resolved, That the substance of the notice given Chairman C. F. A. be furnished the members of the Committee.

Note.—The letter referred to with additional remarks was furnished to resident members only, by Circular Letter XXIII, May 23rd.

May 30th.

Minimum Weight on Potatoes to C. F. A. Points.

Chairman read letter from a shipper, and it was

Recommended, To the C. F. A., that 24,000 lbs. minimum be established on Fresh or Green Potatoes, during the months of June, July, August and September and that a letter vote be taken on the proposition so that action may be taken in time to give us and the shippers relief for this year.

May 2nd.

Inspection of Shipments of Hay and Grain, Billed to Order by Consignee.

Letter from Chairman Evansville Committee was read asking whether consignees at St. Louis or E. St. Louis are permitted to inspect shipments of Grain and Hay billed "To Order" without the surrender of Bill of Lading, and it was

Resolved, That the subject be deferred until next meeting in the meantime the Chairman to issue Circular Letter to all members asking for the information.

May 30th.

Inspection of Shipments of Hay and Grain, Billed to Order by Consignee.

Chairman reported having received replies from all parties and was instructed to reply that the handling of this traffic by the East St. Louis Roads is a matter for their individual action.

May 30th.

Application for Reduced Rate on Bakers' Egg.

Chairman read letter from a shipper, addressed to a member, and it was

Recommended, That the subject be referred to the Official Classification Committee without recommendation.

May 30th.

Official Classification Basis to Apply on Bulk Meats to Points North of Staunton, Norfolk, Etc.

Chairman read letter 24th, file 6237, from Chairman C. F. A., enclosing letter from Chicago Committee on the above subject containing resolutions as follows:

"Resolved, That effective June 9th, 1902, Chicago initial lines agree to restore to Official Classification basis the rate on bulk meats to all points north of Staunton, Basic City, Charlottsville, Richmond and Norfolk, and that Chairman Tucker request the St. Louis Committee to take similar action and advise result."

And it was

Resolved, That the Chairman take the subject up with Mr. Fitzgerald, Chairman, Virginia Lines Committees, with the view of securing through him compliance with request in Chairman, Central Freight Ass'n. Letter, May 24th, file 6237.

May 30th.

Application for Reduced Rate on Hay to Indianapolis, Ind.

Chairman read letter from a shipper, and it was

Recommended, That the application be declined.

May 30th.

Application for Reduced Rate on Scrap Paper, C. L., From East St. Louis to Vincennes, Ind.

Chairman read letter from a member and it was

Recommended, That this Committee decline to recommend rate of 6 cts. per 100 lbs. on Scrap Paper, C. L., East St. Louis to Vincennes, Ind.

May 30th.

B. & O. S. W. R. R. Notice.

The representative of the B. &. O. S. W. R. R. read from letter from G. F. A., that, "Effective June 1st, we will quote on export traffic the same rates via Baltimore as in effect via Virginia Gateways," and it was

Recommended, That the information be submitted by wire to Chairman Tucker of the Central Freight Ass'n.

May 23rd.

Application for Reduced Rate on Silex.

Chairman read letter from Chairman, C. F. A., 16th, file 9372, also letter from a shipper requesting that the same rate apply on Silex as on Tripoli, Flint, etc., and it was

Recommended, That the Central Freight Ass'n. authorize rate on Silex, in line with Flint, Clay, Tripoli, etc., on basis 20 cts., Chicago to New York.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 470.

PROCEEDINGS NO. IX.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee, on dates named below, issued June 16th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell,
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.

T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
R. M. Fraser, Chairman.

C. & A. Ry.—not represented June 6th & 13th.
C. C. C. & St. L. Ry.—Not represented May 23rd.

June 6th.

Virginia Lines Committee Rates to Seaboard Cities.

This subject was considered at meeting May 13th and referred to Chairman, Virginia Lines Committee (see proceedings issued May 15th). Chairman read letter May 27th, file 29066 from Chairman, Virginia Lines Committee, as follows:

"Beg to advise that it has been the custom of the Va. Lines for years past, during season of navigation, to apply Lake and Rail basis of rates via the Va. Port lines from East St. Louis to Eastern and Virginia Cities and the rates as published in tariff referred to therein—K. D., Joint Eastbound Freight Tariff 488, are in line therewith.

June 6th.

Division of Rate on Cotton Seed Oil From Alexandria, La., Via Iron Mountain and E. St. Louis to Trunk Line Territory.

Chairman read letter from a member regarding proper divisions to apply on this traffic, and it was

Resolved, That the Chairman advise the member that it is the understanding of the Committee that the regularly authorized rates from East St. Louis be applied on this traffic, as Alexandria, La., is not a prorating point.

June 6th.

Application for Reduced Rating on White Lead, Red Lead, Litharge, Babbitt Metal, Etc., Carload.

Chairman read letter from a member and after consideration of the subject, it was

Recommended, To the Central Freight Ass'n. that they authorize a Commodity Rate, same as 6th class to C. F. A. Points on Straight or mixed carloads, minimum weight 40,000 lbs. of White Lead, in oil, in casks, barrels, etc.—White Lead, dry, in casks, barrels, etc.,—Red Lead,—Litharge,—Babbitt Metal, in boxes,—Solder,—Lead Pipe, on reels, completely enclosed and slatted; also in barrels,—Lead bar, coil and sheet in boxes or casks,—Lead Traps in barrels and Glaziers' Lead.

June 6th.

Application for Reduced Rate on Scrap Paper, Carload, East St. Louis to Vincennes, Ind.

This subject was considered at meeting May 30th. (See proceedings issued May 31st) and was declined. A member again made application and after considerable discussion, it was

Recommended, To the Central Freight Ass'n. that rate of 6 cts. per 100 lbs., C. L., minimum as per Official Class'n. be established, East St. Louis to Vincennes, Ind.

June 6th.

Instructions as to the Manner of Ascertaining Number of Animals Loaded in Each Car, Correct Weight to Be Charged on Horses, Mules, Ponies, Etc.

Chairman read letter from District Inspector calling attention to one of the roads billing Horses, etc., to the Virginias in accordance with Rules contained in Special Notice No. 1109 (C. F. A. Information No. 601-A).

After discussion, it was

Resolved, That the resolutions adopted by this Committee at meetings March 4th and 21st, 1902, covering special legislation on shipments of Horses, Mules, etc., to the Virginias be annulled. (Special Notice No. 1109, Nov. 14th, 1901 (C. F. A. Info. 601-A), and Official Class'n. to govern.

June 6th.

Rates on Bulk Salted Meats and Packing House Products, C. L. From Missouri River Points to C. F. A. Territory.

This subject was last considered at meeting Feb. 22nd, and referred to C. F. A. (See Proceedings issued March 22nd), and was brought up by letter from Chairman, C. F. A., May 14th, file 8866-A, submitting figures and at same time suggesting that as rates will be advanced from Mo. River, effective July 1st, it was not necessary to take further action towards equalizing present rates. After due consideration of the subject, it was

Resolved, That the subject be tabled and Mr. Tucker advised accordingly.

May 16th.

Lumber, East St. Louis to Trunk Line Territory.

Chairman read letter 15th, file 9279 from Chairman, C. F. A., regarding the issue by Western Roads of through Tariff, provided for in J. T. A. Freight Circular No. 1007, June 16th, 1897, and it was

Resolved, That the matter be referred to a Sub-Committee of 4 to consider the matter and report a recommendation at the next meeting of this Committee.

May 23rd.

The Chairman read report of Sub-Committee, and it was

Resolved, That the report be received and the Committee discharged.

It was further

Resolved, That the consideration of the report of the Special Committee be deferred until next meeting.

June 6th.

The Chairman read letter May 31st, file 9279 from Chairman, C. F. A. on same subject as letter 15th and after careful consideration of correspondence and report of Sub-Committee, it was

Resolved, That the subject be tabled.

May 23rd.

Application for 6th Class Rates to Apply on Green Salted Hides From Missouri River Points.

Chairman read Joint letter from Chairman, C. F. A., May 20th, file 9406 addressed to Chairman of Peoria and St. Louis Committees and the Chairman was requested to write Chairman, C. F. A., for advice as to what action was taken by the Western Trunk Lines Committee.

June 13th.

The Chairman read reply May 26th from Chairman, C. F. A. that the Western Trunk Lines Committee have not been asked to pass upon the proposition, and it was

Resolved, That the subject be tabled.

June 6th.

Rate on Cotton Factory Products, Arkansas Midland R. R. Stations to Trunk Line Territory.

Chairman read Joint Letter from A. G. F. A., Mo. Pac. Ry., May 15th, file X-3-A 36994, addressed to members of the Committee, and it was

Resolved, That the matter be submitted to the members of this Committee by Circular Letter for vote, giving copies of correspondence so as to enable the members to look into the matter. (See Circular Letter XXVII, June 7th, file 4152.)

June 13th.

This subject was again considered at meeting today, and it was

Resolved, That the subject be laid on the table.

June 13th.

Rate on Clam Shells to C. F. A. Territory.

Chairman read letter from a member requesting that the Committee recommend to the C. F. A. that the proportional lumber rates apply on Clam Shells, and it was

Recommended, That the subject be tabled.

June 13th.

Rates and Divisions on Cotton Piece Goods, Humboldt, Tenn., to Boston, Mass.

Chairman read letter from a member regarding the proper rate and divisions on this traffic, and it was

Recommended, That the subject be referred to the Central Freight Ass'n. for consideration at their next meeting.

June 13th.

Rate on Pyrites Screenings or Sulphur Ore, East St. Louis to Cleveland, Ohio.

Chairman read letter from a member stating that the through rate from Pueblo, Colo., to Chicago, is $4.00 per net ton and Chicago to Cleveland, is $1.50, making through rate of $5.50.

The rate from Pueblo to East St. Louis is $3.50 and in order to make the same through rate, it was

Recommended, That the Central Freight Ass'n. authorize rate of $2.00 per net ton on Pyrites Screenings or Sulphide Ore minimum, marked capacity of car, from East St. Louis to Cleveland, Ohio, in line with C. F. A. Information No. 3398, naming rate from Chicago of $1.50 per net ton on Pyrites Screenings.

June 13th.

Carload Rating on Brooms to Trunk Line Territory.

Chairman read letter from a member making application for second class rating on Brooms and Broom

Brushes, C. L., minimum weight 15000 lbs. for standard 36 ft. car, rule 5-C not to apply and subject to Rule 27, and it was

Recommended, That the subject be referred to the Official Class'n. Committee for consideration at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 471.

PROCEEDINGS NO. X.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meetings of the Freight Committee on dates named below. Issued June 30th, 1902.

Representation:

B. & O. S. W. R. R.—Ed Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.

R. M. Fraser, Chairman.

C. & A. Ry.—Not represented June 20th, 13th and 27th.
C. P. & St. L. Ry.—Not represented June 20th.
Southern Ry.—Not represented June 27th.

June 13th.

Minimum Basing Book No. 9.

Chairman stated that the Book was about ready for distribution and received instructions in line with action taken as per Circular Letter, June 24th, printed below.

June 20th.

Chairman requested information as to whether the Committee desired to issue instructions regarding the use of the Minimum Basing Book No. 9, also whether roads would be governed in issuing tariffs, by the Minimum or basis named to the different points.

Statements were made by the several roads present, as follows :

Wabash.—I will advise for the Wabash that the rates shown in Minimum Basing Book No. 9 will be observed as the minimum rates to the points named therein in issuing tariffs.

The representatives of the B. & O. S. W., C. C. C. & St. L. Ry., L. H. & St. L. Ry., I. C. R. R. and T. H. & I. R. R. made statements similar to the Wabash.

Southern Ry. stated they would be governed by the Basing Book (No. 9) except to certain points on their line (Princeton, Oakland City, etc.), which had been checked in by the Committee on higher basis than published in Tariffs of Southern Ry. Mr. Morris stated that he would write letter to Chairman outlining their position.

The Chairman later submitted the question to the C. & A. Ry., C. P. & St. L. Ry. and T. St. L. & W. R. R., who were not represented at the meeting and they also made statements similar to the Wabash.

June 24th.

The Minimum Basing Book, No. 9, effective July 7th, 1902, which has been prepared in accordance with instructions of the Committee, is ready for distribution and the E. J. Schuster Ptg. Co., will make delivery or forward, as follows: B. & O. S. W. R. R.—S. T. McLaughlin, G. F. A., Cincinnati, 198 copies, Train Mail; E. Hart, Jr., A. G. F. A., St. Louis, 2 copies, Office. C. & A. Ry.—F. A. Wann, G. F. A., Chicago, 100 copies, Train Mail; R. D. Yoakum, A. G. F. A., St. Louis, 100 copies, Office. C. P. & St. L. Ry.—W. M. Bushnell, St. Louis, 200 copies, Office. C. C. C. & St. L. Ry.—C. J.

Brister, A. G. F. A., Cincinnati, 199 copies, Train Mail; Walter Nichols, D. F. A., St. Louis, 1 copy, Office. Southern Ry.—R. A. Campbell, A. G. F. A., St. Louis, 200 copies, Office. T. H. & I. R. R.—N. W. Taylor, G. F. A., St. Louis, 200 copies, Office. Wabash R. R.—P. W Coyle, A. G. F. A., St. Louis, 200 copies, Office. T. St. L. & W. R. R.—C. D. Whitney, T. M., Toledo, 195 copies, Train Mail; Ed. Keane, D. F. A., St. Louis, 5 copies, Office C. F. A.—J. F. Tucker, Chairman, Chicago, Ill., 75 copies, U. S. Express.

The expense $542.45 for 2000 copies has been divided equally between the eight (8) roads named above. The 75 copies are furnished free to Mr. J. F. Tucker for distribution by him, one copy each, to roads, members of the Central Freight Ass'n. (except East St. Louis initial roads) the Chief Inspector, Inspection Bureau at East St. Louis and Chairman of Freight Bureaus of Committees.

The 325 copies ordered delivered at this office will be furnished to Railroads, Fast Freight Lines or other parties needing same (other than those to be furnished by the Chairman, C. F. A.), at $2.00 per copy.

The amount received from sales, if any, to be credited or paid to the roads participating equally in the expense.

If additional information is desired, please refer to Proceedings issued Jan. 4th, Feb. 1st and 12th, Dec. 7th, 1901 and May 31st, 1902.

June 20th.

Request for Rate on Mineral Wool for Export.

A member submitted request for rate on basis of 23 cents per 100 lbs., East St. Louis to New York, and it was

Recommended, That Chairman notify the applicant that the reduction could not be made.

June 20th.

Class Rates From East St. Louis to Lancaster, Athens, Columbus, Etc., Ohio.

Chairman submitted correspondence from a member, regarding the apparent discrepancy in the present class rates to various Ohio Points, and it was

Resolved, That this Committee recommend to the Central Freight Ass'n. that the present basis of class rates, East St. Louis to Lancaster, Ohio, Scale, 51½, 44½, 33, 23, 19½ and 16 be reduced to Scale 47, 41, 30½, 22½, 19, 15½ cts. per 100 lbs. on the six classes, in order to reconcile an apparent discrepancy in the Basing Sheet.

The present authority fixes the class rates, East St. Louis to Columbus, 45-15 Scale, to Lancaster 51½-16 Scale, to Athens, 47-15½ scale.

The three (3) points named are on the Hocking Valley R. R., Lancaster being intermediate.

June 20th.

Rates on Cotton Seed Oil, Montgomery, Ala., Via. East St. Louis to Eastern Cities.

This subject was considered at meeting May 2nd and 13th and referred to C. F. A. (See proceedings issued May 15th). In letter June 7th, file H-57, Chairman, C. F. A. advised that the Trunk Line Roads declined to concur.

Chairman read letter from G. F. A., M. & O., R. R., June 11th, file 54391-C, asking further consideration, and it was

Recommended, That the subject be referred to Chairman Tucker for further consideration at the hands of the Trunk Lines.

June 20th.

Proper Rating to Apply on Chicken Feed.

Chairman read letter from a shipper, submitted by a member, and it was

Moved, That inasmuch as a Sample of Chamberlain's Chicken Feed has been submitted to this Committee and in its judgment, same is entitled to 5th class rate, L. C. L. shipments it being composed of Elevator Cleanings, Wheat, Oats, Rye and other Grain, with 2 per cent Oyster Shells added, and not being medicated in any manner and shipped in sacks of 100 lbs. exclusively, that the Chairman of this Committee instruct the Inspector accordingly to not set it up to rates on prepared poultry Food, in packages.

June 27th.

Chairman read letter June 24th, file A-15758 from Chief Inspector stating that Chairman, Official Class'n. Committee ruled that Classification on Food, Animal or Poultry, prepared in packages, 3rd class should govern, and it was

Moved, That the subject be tabled

Note.—A member gave notice that they would continue to carry the traffic at 5th class, as provided by Class'n. on "Feed, ground in sacks or barrels" 5th class, L. C. L.

June 27th.

Minimum Weight on Potatoes to C. F. A. Points.

At meeting May 20th (See Proceedings May 31st), recommendation to make Minimum C. L. 24,000 lbs., June, July, Aug. and Sept. was made to C. F. A. and submitted by Advice Letter H-136, June 2nd. Proposition not made effective as shown in Advice Letter H-172, June 10th. Letter was read from Chairman C. F. A. stating that the subject was further considered at C. F. A. June meeting and it was decided that present carload minimum, 30,000 lbs. should continue, and it was

Moved, That the subject be tabled.

June 27th.

Merchants' Exchange Weighing Supervisors at Elevators and Mills.

Chairman read letter from Hugh S. Murray, Supervisor of Weighing, Merchants' Exchange, submitted by a member, and it was

Moved, That it is the sense of this Committee that the subject is one that should properly be handled by the Transportation and not by the Traffic Department and the Chairman be instructed to so advise Mr. Murray.

June 27th.

Rate and Divisions on Lumber From Cairo Via East St. Louis to C. F. A. Territory.

This subject was considered at meetings April 25th, and May 2nd (see proceedings issued May 15th), also May 23rd (see proceedings issued May 31st).

The subject was submitted by C. F. A. Advice Letter H-13, May 5th and placed on docket for June meeting. The Chairman read letter 24th, file 9311 from Chairman, C. F. A. to the effect that subject was considered at meeting 19th inst. and following recommendation was adopted:

'Recommended, That the present rule prohibiting the pro-rating of Cairo Lumber rates through East St. Louis to Central Freight Ass'n. points west of the Western Termini of the Trunk Lines, be reaffirmed.'

After consideration of the above, it was

Moved, That the subject be tabled.

June 27th.

Rates on Wool from West of Mississippi River.

At meeting May 30th the Chairman read letter May 29th file H-67 from Chairman, C. F. A. on the proposition to change Info. 692-A on Wool, originating at points beyond the Mississippi River, making rule 5-C to not apply.

After consideration, it was

Recommended, That the subject be referred to a Committee of three and that the L. H. & St. L. Ry. be a member of that Committee, to give us recommendation as to what shall be the action of the Committee.

At meeting today the Sub-Committee reported that the subject be tabled, and it was

Moved, That the report of the Sub-Committee be accepted, the Committee discharged and that their action be the action of this Committee.

June 27th.

Rates and Divisions on Traffic From Points on M. J. & K. C. R. R.

The Chairman read Joint Letter June 23rd, file 8882 from Chairman, C. F. A., as follows:

"At meeting of Committee on Relation with Southern Roads on the 18th inst., the subject of rates chargeable north of Ohio River Crossings and East St. Louis on business from points on the Mobile, Jackson & Kansas City R. R. was considered and it was recommended that the rules as covered by Information 1408 be applied, and this recommendation the Ass'n concurred in at meeting on 19th inst. We presume that the matter will be again presented to your Committee and an understanding had that all members will instruct their agents to conform to the rules in Information 1408 when billing shipments originating at points on the railroads specified.

And it was

Resolved, That the Chairman send copy of the letter to all members.

Note.—Circular Letter No. XXIX, issued June 28th, C. F. A. Information 1408, mentioned above, was reprinted by this Committee as Special Notice No. 801 June 14th, 1899.

June 27th.

Switching at East St. Louis, Madison, Venice, Granite City and Brooklyn, Ill.

This subject received final consideration at meeting 27th inst., when it was

Resolved, That it is the sense of this Committee that all Switching within the switching limits of East St. Louis, Madison, Venice, Granite City and Brooklyn, Ill., may be absorbed by all lines, effective July 1st, 1902.

Note.—Circular Letter No. XXX, issued to resident members only, as instructed.

June 27th.

Rates on Lumber to Points Intermediate to Flint, Mich.

, Chairman read Joint Letter June 25th, file G-621, from Chairman C. F. A., naming rates from East St. Louis and Ohio River Crossings to Flint, Mich., on Lumber asking the roads, members of this Committee, what points in Michigan they route traffic through in order to reach Flint, Mich. This information is desired so as to ascertain just what changes should be made in Information 1878, and it was

Moved, That the Chairman issue Circular Letter giving copy Chairman C. F. A. letter and request the members to state what points in Michigan they route traffic through in order to reach Flint, Mich. (See Circular Letter XXXI, June 28th, file 4008-A.)

June 27th.

Application of the Terminal R. R. Ass'n of St. Louis and St. Louis Merchants Bridge Terminal R. R. for Membership.

At meeting May 30th letter from Mr. J. L. Penney, Com'l Agt., was read, and it was

Recommended, That the application of the Terminal R. R. Ass'n for membership in this Committee be re-

ceived and placed in the hands of a Committee of three to formulate conditions under which they shall participate with this Committee as a member.

At meeting June 6th the Special Committee reported as follows:

"Your Committee appointed at meeting of May 30th to consider application of Terminal R. R. Ass'n for membership in this Committee beg to submit the following report:

We recommend that they be admitted to membership with the understanding:

First—That the Terminal R. R. Ass'n shall not be entitled to a vote in the Committee on questions that affect rates, classification or percents of lines, members of the Committee.

Second—It is further understood that unless specifically agreed to by the Committee, the Terminal R. R. Ass'n shall not be furnished with the statistics of the Committee, nor shall the Terminal R. R. Ass'n be required to furnish statistics to this Committee.

Third—That as plan for participation in expenses of the Committee, the following basis be employed: Take average expense per month charged to line carrying lowest tonnage for one year, say from May 1st, 1901, to May 1st, 1902, and establish this amount as an arbitrary fixed charge per month for the Terminal R. R. Ass'n. This amount to be deducted as an arbitrary charge and charged to the Terminal R. R. Ass'n before pro-rating the expenses on present basis.

And it was

Resolved, That the report of the Special Committee be received, adopted and the Committee discharged.

Following was also adopted:

I move you that the Chairman advise Mr. Penney of the acceptance of his application under the conditions outlined in report of the Special Committee and in-

vite the Terminal R. R. Ass'n to be represented at future meetings.

Letter was written June 7th to Mr. Penney and reply received, dated June 27th, as follows:

"I desire to inform you that this Company will accept membership based on the conditions incorporated in your letter of June 7th and thank you for courtesy that has been extended."

June 27th.

Publication and Distribution of Proceedings, Circular Letters, Etc.

After reply by the Chairman to enquiry as to the publication and distribution of papers, issued from this office, it was

Resolved, That the proceedings of the meetings of this Committee be published after each meeting, instead of semi-monthly as at present.

And further

Resolved, That the Chairman shall not furnish information concerning proceedings or any other information concerning traffic under the jurisdiction of this Committee, to any road, not a member of the Committee.

Note.—The above to apply only to the initial East St. Louis Lines and not to connections, furnished by the Chairman with two copies of Special Notice, etc.

Non-Attendance of Members.

Resolved, That in the event of any member of this Committee being absent without excuse, for two consecutive meetings, the Chairman shall take the matter up with him, with the view to ascertaining his reasons for not being in attendance and to report at next meeting of the Committee.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 472.

Proceedings No. XI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., July 11th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—W. H. Coleman.
The Wabash R. R.—P.W. Coyle.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Export Traffic via the Virginia and Gulf Ports.

This subject was brought up by correspondence from Chairman C. F. A., and it was

Resolved, That the subject be deferred and made the special subject for consideration at the next meeting, Friday, July 18th.

Minimum Carload Weight on Export Flour.

This was brought up by a member with the view of having an understanding on the subject. After consideration in connection with C. F. A. Information No. 738, effective July 14th, it was

Resolved, That the subject be tabled.

Proper Rating to Apply on Chicken Feed.

This was last considered at meeting June 27th, (see proceedings dated June 30th), and was brought up

again by letter 5th, file 9568, from Chairman C. F. A. which was read, and after due consideration, it was

Resolved, That the subject be tabled.

Lumber from the West via E. St. Louis to Trunk Line Territory.

This was last considered at meeting June 6th, and tabled. (See proceedings June 16th.) It was brought up again by letter 5th, file 9279, from Chairman C. F. A., and it was

Resolved, That the Chairman take the subject up with the Iron Mountain with the view to having tariffs established in line with suggestions made by the Central Committee.

Note.—Chairman to report result of correspondence to the Committee.

Glass Sand Rates, East St. Louis to C. F. A. Territory

Letters from a member and the Chairman C. F. A. were read, regarding rates on this traffic, and it was

Moved, That it is the sense of this Committee that we cannot at this time consistently advance the rates from East St. Louis to the Indiana Gas Belt Points, etc.

Cancellation of Joint Tariffs Issued from This Office.

The Chairman called attention to Joint Tariff No. 112, I. C. C. A-63 having been cancelled by Joint Tariff (Cancellation Notice) No. 119 I. C. C. A-70, effective July 15th, 1902, as instructed by the Committee, and requested instructions as to what disposition should be made of the Joint Tariffs now in effect, as follows:

No. 109, ICC. No. A-60 and Amendment No. 3, Live Stock to C. F. A. Points.

No. 110, ICC. No. A-61 and Amendment No. 6, Lumber, etc., to C. F. A. Points.

No. 116, ICC. No. A-67 and Amendment No. 4, Iron and Steel Articles to Central Freight Ass'n Points.

No. 117, ICC. No. A-68, Lumber, etc., from North Pacific Coast Points to Trunk Line Points.

No. 118, ICC. No. A-69, Brick, Clay, etc., to C. F. A. Points.

And it was

Moved, That all tariffs, published under the jurisdiction of this Committee, be cancelled and that no further tariffs be published as Committee Tariffs.

Note.—The Chairman was instructed to have a note in his Cancellation Notice, in line with the following:

"The cancellation of this tariff does not imply that the rates are no longer in effect. For rates persons interested are requested to refer to tariffs of individual roads."

Grain E. St. Louis to Toledo and Detroit, (Proportional.)

The Chairman read letter from a member, also C. F. A., ICC. Advice Letters No. 191 and 192, regarding Tariffs naming rate 6 cents per 100 lbs. having been issued by the T. St. L. & W. and Wabash Railroads, and it was

Moved, That the Chairman take the question up with the T. St. L. & W. R. R. with the view to developing their reason for putting in the rate and whether or not they are willing to cancel same.

Rate on Mussel Shells, C. L., to Seaboard Cities.

Application is made for rate from East St. Louis in line with rates via Memphis, and it was

Recommended, To the Central Freight Ass'n that Commodity rate be established on Mussel Shells, C. L., minimum weight 30,000 lbs., (when coming from Arkansas) on basis of 26 cents, East St. Louis to New York, usual differences to other Seaboard Points.

It was stated that the rate is from Newport and Jacksonville, Ark., to Memphis 7 cents per 100 lbs., plus 31 cents, Memphis to New York, makes the rate from points of origin the same via both gateways.

Lumber Rates to C. F. A. Points.

The Chairman read letters July 1st and May 1st, file C-C-2230-B from T. H. & I. R. R., regarding discrepancies or irregularities in rates, East St. Louis to Sundry Points, and it was

Moved, That the Chairman write Chairman C. F. A. and ask him to submit a copy of A. G. F. A. Coleman's letters at the meeting 16th, (when it is probable that all lines from the various gateways will be represented) and endeavor to arrange for a Joint Meeting for the recheck of the Lumber rates.

Note.—Letter to Chairman C. F. A. 12th with copies mentioned.

Ante-Dating Bills Lading on Export Traffic.

Attention was called to Joint Letter 7th, file H-238, from Chairman C. F. A., copies sent to all members in Circular Letter No. XXXIV, July 8th. As no further action was deemed necessary, it was

Moved, That the papers be placed on file for record.

Rates to Homewood (Beaver County), Pa.

The Chairman called attention to C. F. A. Information No. 3520, changing basis for rates to Homewood, which would probably make changes necessary to other points named in Minimum Basing Book No. 9 and for that reason a meeting was called for Tuesday 15th inst. by Circular Letter XXXV.

Non-Acceptance by Railroads of Bills Lading, Etc., Issued by Shippers.

Chairman read Circular Letter to Chairman of Local Committees, dated June 30th, file 9265, from Chairman C. F. A. on the above subject, and it was

Resolved, That the subject be tabled.

Rates on Provisions from East St. Louis vs. Chicago to Michigan Points.

Letter from a member was read as follows:

"As you probably know there is in effect from Chicago to Cincinnati, on Provisions, a rate of 12 cents per 100 lbs., which is the maximum charge under, I believe, the Michigan Central and Grand Trunk's interpretation of the long and short haul clause to Lansing, Flint, Port Huron, Jackson, Toledo and Detroit.

The authorized differential is 5 cents per 100. I will be glad to have you take up the matter of formally authorizing 17 cents East St. Louis to these destinations, instead of the varying figure of 18 cents, etc., now governing from East St. Louis."

And it was

Moved, That the subject be referred to a meeting called by the Chairman for Tuesday, 15th inst., with the view of having the discrepancies mentioned, and others, if any, reconciled.

Rate on Fire Brick, C. L., to Trunk Line Points.

The Chairman read letters from a member and from a Fire Brick Co., making application for lower rating eastbound in line with rates westbound, and it was

Recommended, That the Central Freight Ass'n authorize rate of 23 cents per 100 lbs., East St. Louis to New York, usual differentials to other Trunk Line Points, on Fire Brick, (released to valuation of $5.00 per ton), C. L., minimum 40,000 lbs., unless capacity of car is less, in which case actual capacity of car will be the minimum weight, but in no case less than 30,000 lbs.

Present rate is 6th class, the rate asked for is same as authorized on Building, Hollow, Pressed Brick, etc., as per C. F. A. Information No. 562-A, this Committee's Special Notice No. 1090, June 24th, 1901.

Note.—Letter to C. F. A. 12th with copy of correspondence.

Publication and Distribution of Proceedings, Circular Letters, Etc.

Chairman requested information as to whether C. B. & Q. R. R. was considered an East St. Louis Line, in connection with instructions as to furnishing copies of Special Notices, etc., in line with resolution adopted at Meeting June 27th, Proceedings No. X, page 7, also as to whether the St. L. K. & N. W. R. R. was considered an Eastside Line or a connection.

The Committee decided the C. B. & Q. R. R. and Eastside Line and St. L. K. & N. W. R. R. a connection.

Rates on Lumber to Points Intermediate to Flint, Mich.

Chairman stated that this subject was considered at last meeting (see proceedings No. X, page 5), and as instructed had issued Circular Letter No. XXXI, June 28th, but had not as yet received reply from C. & A. Ry. and C. C. C. & St. L. Ry.

He was instructed to continue the subject until all replies received and then give information to Chairman Tucker.

Basis for Rates to Stations on B. Z. & C. R. R.

Chairman stated that all replies received in answer to Circular Letter No. XXXIII were to the effect that there was no objection to showing rates to stations on B. Z. & C. R. R. in Minimum Basing Book No. 9, as on a plus basis.

The subject was given further consideration and the following suggestion by A. G. F. A. Hart, adopted:

"Rates to points on the B. Z. & C. R. R. are to be made on lowest combination, taking basing rates to Bellaire, Caldwell, Belle Valley, Cumberland or Zanesville and B. Z. & C. rates from those points to destination, as factors."

Note.—This is to take the place of the plus basis suggestion as contained in Circular Letter No. XXXIII and will be issued as an Amendment to No. 9.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 473.

Proceedings No. XII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of the Freight Committee.

St. Louis, Mo., July 18, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris.
Terminal R. R. Ass'n—
Wabash R. R.—
T. H. & I. R. R.—N. W. Taylor.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Export Rates via Virginia and Gulf Ports.

This subject was brought up by receipt of Proceedings of Conference in Chicago 2nd inst., and letter from Chairman C. F. A. referring to this Committee resolutions adopted at said meeting regarding traffic from St. Louis and from the Missouri River. An effort is now being made to secure conference meeting in St. Louis 22nd, with the Missouri River Lines and in order that the St. Louis Lines would know what they were going to do, it was

Moved, That our position at the proposed meeting 22nd or subsequent date be as outlined in resolution adopted at Chicago meeting, which is as follows:

Resolved, That the lines east and south from St. Louis and E. St. Louis and through those points, individually state that effective July 14th, 1902, they will maintain the authorized all-rail rates on all export traffic, with the understanding that the differential via the Gulf Ports of Mobile, Pensacola and New Orleans shall be, as an experiment on export Flour for sixty days, not to exceed 2 cents per 100 lbs., export Flour rates to be 13½ cents per 100 lbs., East St. Louis to Newport News and Norfolk to all foreign ports except Glasgow, on which Port roads to Newport News and Norfolk will maintain the authorized all-rail tariff rates in effect to Baltimore.

In the discussion of the above subject Chairman read replies received from the several members, which included reply of L. & N. R. R. to the effect that they were not enough interested to attend meeting:

Exception was taken to Mr. Goodwyn's letter, and it was

Moved, That the Chairman communicate with Mr. Goodwyn and call his attention to the fact that the L. & N. R. R. is an important factor in the Export Situation at St. Louis and Missouri River via Gulf Ports, particularly Pensacola, and that it is the sense of this Committee that the L. & N. R. R. should be represented at the proposed meeting.

It was further understood that the Chairman wire Mr. Mahoney, suggesting date of meeting as 22nd inst., on account of several members stating it would be impossible for them to attend on 24th, also to take the subject up by Circular Letter with members of Committee with the view to ascertaining whether 22nd would be satisfactory date for all members and if favorable replies received, to request Chairman Mahoney to arrange for Joint Meeting 22nd inst. in St. Louis.

Note.—Chairman to request members to reply by wire, as to whether or not they will attend meeting on 22nd if called.

Changes in Minimum Basing Book No. 9.

This was considered at meeting 11th and referred to Rate Clerk meeting 15th, whose report was adopted, as follows:

Recommended, That Amendment be issued to Minimum Basing Book No. 9, making the following corrections:

TO— Town and State	Railroad and Basis
Asherville, Ind	Vandalia ..... Brazil, plus
Casnovia, Mich.	Pere Marquette ..... Manistee
Centre Point, Ind.	Vandalia ..... Brazil, plus
Highland (Beaver Co.), Pa.	Penna. Co. .....Western Termini
Homewood (Beaver Co.), Pa.	Penna. Co. and P. & L. E. ...Western Termini
Stearleys, Ind.	Vandalia ..... Brazil, plus

Rate on Horses and Mules to Marion, Ind.

Attention was called to the error in rate on Horses and Mules to Marion (Grant Co.), Ind., 31 cts. as printed in Joint Tariff No. 109.

It was stated that the rate should be the same to Marion as to Anderson, 25 cts. per 100 lbs. and it was

Recommended, That rate of 25 cts. per 100 lbs. be authorized on Horses and Mules, C. L., minimum weight, as per Official Class'n. from East St. Louis to Marion (Grant Co.), Ind.

Note.—Interested roads are hereby requested to correct their individual Tariffs as this Committee's Joint Tariff No. 109 will be cancelled effective July 31st, 1902.

Rate on Provisions, East St. Louis to Michigan & Ohio Points.

This subject was presented at meeting 11th inst. and referred to meeting of Rate Clerks 15th, whose report was received and it was

Resolved, That the subject be laid over until next meeting or until such time as the Wabash representative is present.

Rate on Grain to Toledo, Detroit, Etc.

At meeting 11th inst. the Chairman was instructed to ascertain T. St. L. & W. R. R. reasons for establishing the proportional rate of 6 cts. per 100 lbs. on Grain to Toledo and whether it will be withdrawn.

Letter was written Division Freight Agent and reply received 12th by "Phone" to the effect, that in consequence of through rate from Missouri River to Toledo of 12 cts., via the Wabash—Rate in effect via Chicago in connection with the Nickle Plate and other lines to Toledo, Fostoria, etc., also a through rate issued by the C. & A. from Kansas City in connection with the Nickel Plate to Fostoria of 12 cts., and via the L. E. & W. to Fostoria of 12 cts. it is necessary for the T. St. L. & W. R. R. to maintain a 6 cent rate from East St. Louis in connection with the rate to East St. Louis, in order to be in line with the tariffs in effect as mentioned above.

Note.—As instructed the above information issued in Circular Letter No. XXXVIII to resident members only.

Rates on Bones, Carloads.

Attention was called to C. F. A. Info. 3516, July 7th, continuing the reduced rate until Dec. 31st, 1902, from Chicago to Detroit, 7½ cts. per 100 lbs. (25 per cent less than the 6th class) and after due consideration it was

Resolved, That in view of the fact that a rate of 7½ cts. per 100 lbs. on Bones, C. L., Chicago to Detroit, has been promulgated by C. F. A. Info. No. 3516, July 7th, to expire Dec. 31st, 1902, and the T. St. L. & W. R. R. having already issued Tariff Supplement No. 2 to I. C. C. No. 140 at reduced rate, in line with the rate promulgated from Chicago, it is the sense of this Committee that rates from and through this gate-

way on this commodity be put in line and we would therefore ask that Information be issued promulgating the following rates from East St. Louis to

Detroit, Mich., Toledo, Ohio, Columbus, Ohio, 11 cts. per 100 lbs.
Cleveland, Ohio, Sandusky, Ohio, 12 cts. per 100 lbs.
Dayton, Ohio, Cincinnati, Ohio, 9 cts. per 100 lbs.
Indianapolis, Ind., 8 cts. per 100 lbs.
Further;

Resolved, That it is the sense of the members of this Committee that when Commodity Rates are established from Chicago to points in C. F. A. territory on traffic competitive with that originating or passing through St. Louis or East St. Louis, that they may individually establish rates from East St. Louis to points in such territory on a corresponding basis.

Note.—The rates named are 25 per cent less than 6th class, the fractions are disposed as per C. F. A. rule.

Proportional Rates on Moulding Sand.

The Chairman read letter 12th, file 8614, from Chairman C. F. A., on proposition to eliminate from C. F. A. Info. 3472, authority for Moulding Sand Rates from East St. Louis and it was

Moved, That no change be made in C. F. A. Information No. 3472 (This Committee's Special Notice No. 1193) naming rates on Glass and Moulding Sand.

Rate and Divisions on Traffic From M. and O. Illinois Stations to C. F. A. Points.

Chairman read letter from a member regarding Sweet Potato rates, also correspondence and previous action of the Committee (See proceedings Feb. 10th and March 31st, 1899), and the representatives of the roads individually stated their desire to reaffirm the action of Feb. 10th, 1899, as follows:

Resolved, That it is the sense of the St. Louis Eastbound Roads, that if the M. & O. will designate the through rates they are willing to publish on all Commodities from all points on their St. Louis Division, to C. F. A. and Trunk Line Territory, via East St. Louis, and show basis of divisions desired, the St. Louis Eastbound Roads will give same due consideration.

Note.—The resolution of Feb. 10th, 1899, was submitted to G. F. A. M. & O. R. R. by letter Feb. 23rd and reply, dated March 6th, received to the effect that the M. & O. did not wish to establish rates and divisions on *all* traffic. At meeting March 10th, it was decided not to take action on single Commodity and M. & O. advised by letter April 3d, 1899, and no reply received.

Official Class'n. Rating on Dry Sheep Pelts vs. Dry Hides, C. L.

This subject was laid over until next meeting.

Lumber from M. J. & K. C. R. R.

Chairman read letter from a member and District Inspector and after discussion, it was

Resolved, That the subject be tabled.

Lumber From Pacific Coast Points to Trunk Line Territory.

Chairman read letter 15th, file 7330, from Chairman C. F. A., addressed to Messrs. Fraser and McCann and it was

Moved, That the subject be laid over until next meeting.

Note.—Chairman to secure information as to what the rates are from Pacific Coast to East St. Louis, Peoria and Chicago, prior to next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 474.

PROCEEDINGS NO. XIII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 25, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—J. L. Murphy.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. Ry.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—J. L. Penny.
R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Lumber from the West via East St. Louis to Trunk Line Territory.

As instructed at meeting 11th, letter was written 14th to Mo. Pac.-Iron Mountain R. R.

G. F. A. Lincoln conferred with the Committee at meeting 25th and will advise their conclusions by letter, which will be submitted for consideration by the Committee at their first meeting in September.

Rates and Divisions on Traffic from M. and O. Illinois Stations.

This subject was last considered at meeting 18th. A letter to M. & O. was prepared in line with Proceedings No. XII, July 18th, which is to be submitted to all lines interested for personal signature. Result to be reported at next meeting.

Official Class'n Rating on Dry Sheep Pelts vs. Dry Hides, C. L.

Letter from a member was read, and it was

Resolved, That the subject be referred, without recommendation of this Committee, to the Official Classification Committee, for consideration at its next meeting.

Lumber From Pacific Coast Points to Trunk Line Territory.

Since action of meeting 18th letters were received from Chairman, C. F. A., to the effect that it is the intention of the Pacific Coast Lines to restore through rate of 75 cts. from California Terminals to Trunk Line Territory, which disposes of the matter for the present at least, and it was

Resolved, That the subject be tabled.

Rate on Provisions, East St. Louis to Michigan and Ohio Points.

This subject was considered at last meeting and laid over, in consequence of Wabash R. R. representative not being present.

After consideration at meeting to-day, it was

Resolved, That the subject be deferred until the first meeting in September.

Rates and Divisions on Cotton Factory Products, Arkansas Midland Stations to Trunk Line Territory.

Chairman read letter July 23rd, from a member requesting reconsideration of the above subject (See Proceedings June 16th).

After discussion the Chairman was instructed to write A. G. F. A., Missouri Pacific, naming mileages to New York, Boston, Philadelphia and Baltimore, as per Special Notice No. 437, stating that the Committee is willing to submit proposition to the Central

Freight Ass'n on the basis of pro-rating to the regular Helena rates from Helena, Ark.

Rate on Peaches to Trunk Line Territory.

Chairman read letter, July 21st, file 9681, from Chairman, C. F. A., and it was

Resolved, That the subject be tabled.

Minimum Weight on Potatoes.

Chairman read joint letter, July 18th, from A. G. F. A., Mo. Pac. Ry., regarding above subject, and it was

Resolved, That action on the subject be deferred until the first meeting in September.

Rate on Wool to Trunk Line Territory.

The Chairman read Joint Letter July 24th, file X-9-A62210 from A. G. F. A., Mo. Pac. Ry.-Iron Mountain Ry. regarding rate on Wool from Lake Charles, La., to Philadelphia and Boston, and it was

Moved, That the subject be deferred until next meeting, in the meantime the Chairman to take the subject up with the parties to whom A. G. F. A., Mo. Pac. letter is addressed, with the view to finding out what replies were made to Mo. Pac. Ry.

Minimum Basing Book No. 9.

Chairman read letter July 24th, from Commissioner Thompkins of the St. Louis Traffic Bureau, requesting copy of Minimum Basing Book No. 9, and it was

Moved, That the Chairman furnish the St. Louis Traffic Bureau with a copy of Minimum Basing Book No. 9 with the compliments of the Committee.

Proper Rating to Apply on Chicken Feed.

Chairman read letter July 23rd, file 9568, from Chairman Tucker on the above subject, and it was

Resolved, That the subject be tabled.

Rate on Grain to Toledo, Detroit, Etc.

Chairman read letter July 24th, file Inf. 2542, from Chairman, G. F. A., requesting instructions as to what reply to make to Chairman C. F. A. and was instructed by Wabash representatives to advise Mr. Tucker that the Wabash is maintaining the present rate on Grain because they are obliged to do so by their competitors.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 475.

PROCEEDINGS NO. XIV.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Aug. 1st, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.
Term'l R. R. Ass'n, J. L. Penny.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Absorption of Switching at East St. Louis, Etc.

Chairman read letter July 28th, from A. G. F. A. Wabash R. R. submitting letter July 26th, file M-280, from G. F. A., C. & A. Ry., and it was

Resolved, That the Chairman be instructed to reply to A. G. F. A. Wabash R. R. by simply referring him to the resolution as it stands to-day. (See Proceedings No. X, June 30th, 1902.)

Letters From C. B. and Q., Chief Inspector and C. and G. W. Regarding Cancellation of Tariffs.

Chairman read letter July 24th, file HEB., from F. T. M., C. B. & Q. R. R., regarding cancellation of Tariff on Live Stock, etc., and after due consideration was instructed to reply to Mr. Miller that as the Chairman is not to issue any more Joint Tariffs he was instructed by the Committee to cancel those in effect; that the rates will be issued from the Chairman's Office in Special Notice form, but these are only furnished to members of the Committee.

Chairman also read letter July 25th, file A16236, from Chief Inspector, submitting copy of letter 23rd from A. G. F. A., C. & G. W. R. R., regarding cancellation of Joint Tariffs of St. Louis Eastbound Freight Committee, and Chairman was instructed to reply to Mr. Rainer that the Committee have decided that the Chairman shall not issue any more Joint Tariffs and it is not within the province of the Committee to say what rates shall apply from Upper Mississippi River Crossings and refer him to Chairman Tucker for the information.

Note.—See Proceedings No. XI., July 11th.

Request for Copy of Committee Proceedings.

Letter from G. F. A., L. & N. R. R., July 30th, file Fog. 230496, was read regarding copies of the proceedings, etc., and Chairman instructed to answer Mr. Goodwyn, that under the legislation of the Committee it is not within the province of the Chairman to comply with Mr. Goodwyn's request.

Note.—See Proceedings No. X, June 30th, and No. XI, July 11th.

Rates on Exhibits for the St. Louis Fair.

Chairman read letter July 26th, from St. Louis Fair Ass'n, and it was

Recommended, That they be granted the same concessions as last year. See Proceedings July 31st, 1901,

Special Notice No. 1098, Aug. 5th, 1901, for action last year.

Recommendation to the C. F. A. to be the same as referred to, with exception that St. Louis Exposition and Music Hall Ass'n be eliminated.

The following note is to appear on Special Notice issued by the Chairman regarding above subject:

Note.—The Terminal R. R. Ass'n and Merchants Bridge Terminal Ry. advise that they will apply the same ruling on traffic handled by them.

St. Louis Cotton Compress Co.

Chairman read letter July 30th, from Secretary, St. Louis Cotton Compress Co., and it was

Resolved, That the Chairman be requested to furnish three copies of this letter, in Circular Form, to the resident members of the Committee only, subject to be further considered at next meeting.

Note.—See Circular Letter No. XXXXIV, Aug. 2nd.

Rates on Cotton Seed Oil Montgomery, Ala., via East St. Louis to Eastern Cities.

This subject was last considered June 20th and the Chairman was requested to urge reply from Chairman, C. F. A. to letter June 20th, file No. 4033.

Rates and Divisions on Traffic from M. & O. Illinois Stations, Etc.

Chairman stated that this subject had been considered at last meeting and as instructed he had endeavored to secure the signatures to letters prepared at that meeting, but that he had been unable to see A. G. F. A. C. & A. Ry. and that Mr. Keane of the T. St. L. & W. R. R. had referred the matter to Mr. Whitney, who advised he was opposed to signing a paper of that character. After further consideration, the Chairman was instructed to write the T. St. L. & W. R. R. requesting information as to whether they would give the M. & O. individual notice in line with action taken at meeting 25th.

See Proceedings No. XIII, July 25th.

Rates and Divisions on Wool from Lake Charles, La., Etc.

Chairman stated that this subject was considered at last meeting (see Proceedings No. XIII ,July 25th), and as instructed he had taken the subject up with parties to whom A. G. F. A. Mo. Pac. letter was addressed, and received replies which were read, and it was

Moved, That it be made a matter of record that it is the sense of this Committee that nothing less than the authoritzed rates shall be applied on Wool from Lake Charles, La. The Chairman to notify the Mo. Pac.-Iron Mountain Ry. accordingly.

Rate on Fire Brick, C. L., East St. Louis to Altoona. Etc.

The following letter from a member was read:

"We desire to make application for rates on Fire Brick, from East St. Louis to points on the Penn. R. R. east of Pittsburg to Altoona, inclusive, $3.70 per net ton, this being 70 cents per ton above the Pittsburg rate. We base this application on the fact that the Westbound basis, as authorized by Joint Traffic Ass'n Freight Circular 1125, pages 45, 46 and 47, authorize this basis westbound. We also think that the entire westbound basis, as published on pages 45, 46 and 47 should be established eastbound."

And it was

Recommended, That the C. F. A. authorize rate of $3.70 per net ton, East St. Louis to points on Penn. R. R. east of Pittsburg, to Altonna, Pa., inclusive, on Fire Brick (released to valuation of $5.00 per ton.) C. L. minimum weight 40,000 lbs., unless capacity of car is less in which case actual capacity of car will be minimum weight, but in no case less than 30,000 lbs.

The present rates are on basis of 6th class and rates asked for are the same as authorized in J. T. A. Freight Circular No. 1125, page 45, etc., westbound, Altoona to Pittsburg, 70 cents plus rate, Pittsburg to East St. Louis.

Before adjourning Committee decided that the next regular meeting shall be called for Friday, Aug. 22nd, unless something of Special importance requires that meeting be called sooner.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 476.

Proceedings No. XV.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Aug. 22, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
Wabash R. R.—S. B. Knight, by R. M. Fraser.
T. H. & I. R. R.—N. W. Taylor.
Termin'l R. R. Ass'n.—

R. M. Fraser, Chairman.

Rates and Divisions on Cotton Factory Products, Arkansas Midland Stations to Trunk Line Territory.

As instructed at meeting July 25th (see Proceedings No. 13), letter 26th was written Mo. Pac. Ry. and reply (Aug. 13th) received as follows:

"In reply to yours July 26th, file 4152, regarding rates and divisions on Cotton Factory Products from Arkansas Midland Points to Trunk Line Territory via East St. Louis.

On the divisional basis you propose our revenue is not sufficient to warrant the participation of this company in through rate via the gateway indicated.

We have, therefore, concluded to make no further effort to open up the St. Louis Route to this business."

Rate on Horses and Mules, C. L., to Portsmouth and Ironton, Ohio.

Chairman read letter Aug. 6th from A. G. F. A. Hart, calling attention to rate on Horses and Mules to Portsmouth and Ironton, as compared with Athens and Chillicothe, Ohio, and after due consideration of the subject, it was

Moved, That the rate on Horses and Mules from East St. Louis to Portsmouth and Ironton, Ohio, be made 32½ cents per 100 lbs., C. L., minimum weight as per Official Class'n the same rate as now in effect to Chillicothe and Athens, Ohio.

Proper Rating to Apply on Chicken Feed.

This subject was acted upon in Proceedings issued June 30th, July 11th and 25th.

It was brought up again by letter 15th, file 9568, from Chairman C. F. A. and after careful consideration, it was

Recommended, That the C. F. A. authorize rating on Food, Poultry in Sacks or barrels (made from Elevator Sweepings or refuse Grain and Oyster Shells and not medicated), L. C. L., 5th and C. L. 6th class, same as Feed, ground in Sacks or Barrels, as per Official Class'n.

Note.—Copy of shippers letter, dated June 16th and sample of the Food sent to Chairman C. F. A. with letter of recommendation and the further statement that the Committee have satisfied themselves that the

statements made in shipper's letter June 16th are correct and that 5th and 6th class is a fair rating on the Commodity.

Rates on Cotton for Export from Oklahoma and Indian Territories and Northern Texas Points.

Chairman read letter Aug. 11th from St. L. & S. F. R. R. on the above subject and after due consideration the Chairman was instructed to reply, that it would not be expedient to make any reduction in rates on Cotton for export from Oklahoma and Indian Territory and Northern Texas Points for the reason that it would result in like reductions through other gateways as well as from other Cotton Producing Territory, and for that reason the application was not considered favorably.

Proper Weight Per Gallon to Apply on Petroleum Oil from Texas.

Chairman read letter on above subject calling attention to the weight of Petroleum Oil from Texas, as per Southwestern Committee Tariff, and it was

Recommended, That the subject be referred to the C. F. A. for investigation as to whether Texas Oil weighs 7.4 lbs. per gallon as provided for in Southwestern Tariff Committee Tariff No. 20-J, Aug. 6th, 1902, page 28, or 6.4 lbs. per gallon, as provided for in Joint Committee Circular No. 1897, Sept. 30th, 1895, and take the necessary action to secure proper revenue to the C. F. A. Lines on the traffic.

Rates and Divisions on Traffic from M. & O. Illinois Stations.

Chairman called attention to proceedings of meetings, July 18th, July 25th and Aug. 1st, stating that letter had been prepared, as instructed, but not delivered and was brought up again for further consideration and after a general discussion, it was

Resolved, That the subject be tabled.

St. Louis Cotton Compress Company.

Chairman stated that this subject has been considered at meeting Aug. 1st, and as instructed Circular Letter No. 44 issued, dated Aug. 2nd.

After further consideration at meeting today, it was

Moved, That the application of the St. Louis Cotton Compress Co. for allowance or payment by the Railroads of $1.25 per car for loading Cotton at the Compress Co. Warehouses, be declined.

Proportional Rate on Glass and Moulding Sand to Cambridge, Ohio.

This subject was brought up by letter 18th, file A-L from Chairman C. F. A., which was read, and it was

Recommended, To the Central Freight Ass'n that rate of $1.85 per ton be authorized on Glass and Moulding Sand, East St. Louis to Cambridge, Ohio, in line with rate now in effect to Byesville and Marietta, Ohio.

Letter 18th from G. F. A., L. & N. R. R.

Chairman stated that in line with Proceedings Aug. 1st he wrote letter Aug. 4th, file 4117-A, to G. F. A. L. & N. R. R., also requesting that they become a regular member of the Committee and received reply 18th to the effect that the L. & N. R. R. did not wish to become a member of the Committee, and it was

Moved, That the papers be filed.

Rate on Fire Brick to Trunk Line Points.

Chairman read letters Aug. 1st and 7th, file H-377, from Chairman C. F. A., regarding withdrawal by this Committee of application made for rate on Fire Brick to Trunk Line Points, (see proceedings July 11th, No. 11) which was transmitted to Chairman C. F. A. by letter dated July 12th, and it was

Recommended, That the Chairman C. F. A. be advised that the Committee desire action taken by the

C. F. A. and Trunk Line Ass'ns on recommendation as per their letter of July 12th and result communicated at the earliest possible date.

Rate on Cotton Seed Oil, Montgomery, Ala., via East St. Louis to Eastern Cities.

This subject last considered at meeting Aug. 1st. Letter Aug. 20th, file H-67, from Chairman C. F. A. was read, advising that he was not yet prepared to give definite information on the subject.

Application for the Cereal Food "Cris-Po" to Be Added to List Taking Grain Products Rates.

Rates on Pyrites, Iron or Sulphur Ore to Cleveland, Etc.

Rate on Anodes, Base Bullion, Etc.

Rates on Feldspar, Flint, Clay, Etc., to C. F. A. Points.

Rates, Etc., on Cotton via Long Island Sound Lines.

The above subjects were laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 477.

Proceedings No. XVI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Aug. 29th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by R. M. Fraser.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay, by, R. M. Fraser.

Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n—
R. M. Fraser, Chairman.

Application for Cereal Food "Cris-Po" to Be Added to List Taking Grain Products Rates.

The Chairman read correspondence on above subject, explaining similarity of "Cris-Po" to other Cereal Foods, both as to price and packing for shipment, and it was

Recommended, To the Central Freight Ass'n that since other so-called Breakfast Foods are now included in the Grain Products list "Cris-Po", which is analogous thereto, be also included.

It is the opinion of the Committee, however, that Grain or Cereal Foods, in packages, should not be carried at the Grain Products rates, but should be classified at 4th and 6th class, L. C. L. and C. L. respectively, as per Official Classification.

Rate on Scrap Iron to South Bend, Ind.

Chairman read letter, file C-C-2878-B, Aug. 22nd, from A. G. F. A. Vandalia Line on the above subject. After due consideration of same, it was

Recommended, To the Central Freight Ass'n that rate of $1.60 per gross ton, minimum weight 15 gross tons, be established on Scrap Iron, East St. Louis to South Bend, Ind., in line with rate of $1.40 per ton to Chicago, also rate to the Gas Belt Points as per C. F. A. Information No. 3429.

Rate on Cast Iron Pipe Applying on Mixed Car Loads of Pipe, Fittings, etc.

Joint Letter 25th, file 9312, from Chairman C. F. A. (See Circular Letter No. 48), asking information as to the application of Commodity Rate on Cast Iron Pipe to shipments of Pipe Fittings, and it was

Resolved, That the Chairman advise Chairman C. F. A. that it is the individual opinions of the members of the Committee that it would be proper to apply the Cast Iron Pipe Rate to Fittings, (Couplings, Elbows and Joints, etc.), as accompanied the car.

Rate on Bar Iron, East St. Louis to Terre Haute and Brazil, Ind.

Chairman read letter Aug. 28th, file WHC. 572, from A. G. F. A. T. H. & I. R. R. on the above subject and after consideration of same by the Committee, following was adopted:

Recommended, To the Central Freight Ass'n that rate of 5 cents per 100 lbs. be established on Bar Iron, C. L. Minimum weight as per Official Class'n from East St. Louis to Brazil, Terre Haute, Ind., in line with Information No. 3263, authorizing same rate westbound.

Rates on Pyrites, Iron or Sulphur to Cleveland, Ohio. Rates on Anodes, Base Bullion, Etc.

Rates on Feldspar, Flint, Clay (Prepared), Etc., to C. F. A. Points.

Rates on Cotton via Long Island Sound Lines.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

The above subjects were laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 478.

Proceedings No. XVII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Sept. 5, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. R. R.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—
R. M. Fraser, Chairman.

Lumber from West via East St. Louis to Trunk Line Territory.

This subject was last considered at meeting July 25th, proceedings No. 13. The Chairman read letter July 31st, from G. F. A. Mo. Pac. to the effect that Mo. Pac. proposed to publish Proportional Rates from Cairo via East St. Louis, etc., also read letter Sept. 4th, stating that they had been delayed in publishing the rates from Cairo, but would do so at the earliest date possible, and it was

Resolved, That the subject be laid over for consideration on receipt of the Cairo tariff.

Minimum Carload Weight on Potatoes to C. F. A. and Trunk Line Territory.

The Chairman read letter from Mo. Pac. Ry. urging adoption of 24,000 lbs. minimum carload weight on

potatoes, shipped during the summer months, and it was

Resolved, That the subject be tabled.

Note.—The Chairman to advise the Mo. Pac. that if they find it necessary to bring the subject up after the issue of Official Class'n No. 23, it will receive due consideration by the Committee.

Rates on Cotton via Long Island Lines—Rates on Anodes, Base Bullion, Etc.

The above subjects were laid over from Meeting Aug. 29th and at meeting today, it was

Resolved, That the subject be tabled.

Percents for Divisions of Rates Between Southern Illinois Points via East St. Louis to Eastern Cities.

Chairman stated that this subject was submitted at last meeting and as instructed by the Committee he had issued Circular Letter No. 49, Sept. 2nd, file 3129, giving copy of Chairman C. F. A. Letter and the percents referred to, and it was

Resolved, That a Committee of three (3) be appointed to revise the percents with the lines leading into Southern and Eastern Illinois Territory, working through East St. Louis and points taking E. St. Louis rates, in accordance with the suggestions contained in Chairman C. F. A. Letter Aug. 29th, file 9779, and report at next meeting of the Committee.

Note.—The Chairman appointed Messrs. Coyle, Chairman, Campbell and Becker as Committee.

Rates and Divisions on Rice from Lake Charles, La., via East St. Louis to C. F. A. Points.

The Chairman read correspondence on the above subject and after general discussion, it was

Resolved, That a Committee of three (3) be appointed to consider the subject and formulate a plan under which the St. Louis Gateway can enjoy a share of the business in competition with other routes.

Note.—The Chairman appointed as the Committee Messrs. Hart, Chairman, Yoakum and Taylor.

Rate on Muriatic and Sulphuric Acid in Tank Cars, East St. Louis to Trunk Line Points.

Letter from a member was read on above subject, and it was

Recommended, That the Central Freight Ass'n establish Commodity rate on Muriatic and Sulphuric Acid in tank cars, C. L., minimum weight as per Official Class'n, East St. Louis to points east of the Western Termini of Trunk Lines on the basis of present 6th class rates, in line with rates authorized from Chicago to Western Termini (15 cents per cwt.) in C. F. A. Information No. 3637, Sept. 2nd, 1902.

Rate on Muriatic and Sulphuric Acid in Tank Cars, East St. Louis to C. F. A. Points.

Letter from a member was read on above subject, and it was

Recommended, To the Central Freight Ass'n that Commodity rate be established on Muriatic and Sulphuric Acid in Tank Cars, C. L., minimum weight as per Official Class'n, East St. Louis to

Detroit, Mich.	12½ cts. per cwt.
Alexandria, Ind.	10 cts. per cwt.
Anderson, Ind.	10 cts. per cwt.
Elwood, Ind.	10 cts. per cwt.
Fairmont, Ind.	10 cts. per cwt.
Kokomo, Ind.	10½ cts. per cwt.
Marion, Ind.	10 cts. per cwt.
Muncie, Ind.	11½ cts. per cwt.
Summitville, Ind.	10 cts. per cwt.
Cleveland, Ohio	13 cts. per cwt.
Columbus, Ohio	12½ cts. per cwt.
Lima, Ohio	12½ cts. per cwt.
Buffalo, N. Y.	18½ cts. per cwt.
Pittsburg, Pa.	18½ cts. per cwt.

Washington, Pa. ..... 18½ cts. per cwt.
Wheeling, W. Va. ..... 18½ cts. per cwt.
Marietta, Ohio ..... 13 cts. per cwt.
in line with rates authorized from Chicago in Information No. 3637, Sept. 2nd, 1902.

Rate and Divisions on Cotton Piece Goods from Tupelo, Miss., via East St. Louis to Eastern Cities

The Chairman read letter Aug. 12th, file 67597-D, from G. F. A. M. & O. R. R., as follows:

'We have no divisions on cotton goods from Tupelo to Eastern Cities via E. St. Louis. We would be glad to open a route via E. St. Louis and put in divisions in connection with your line provided you are willing to equalize in a measure the divisions we get via Montgomery. The present rates to the basing points are:

To Boston and New York ..... $ .60 per 100 lbs.
Philadelphia ..... .57 per 100 lbs.
Baltimore ..... .57 per 100 lbs.

Out of these through rates the M. & O. are allowed an arbitrary proportion to Montgomery of 20 cents. Our haul from Tupelo to Montgomery is 241 miles, from Tupelo to East St. Louis 365 miles, including transfer at Cairo, which costs us 2 cents per 100 lbs. We would be willing to put in divisions via E. St. Louis, accepting for our proposition 22 cents per 100 lbs. the same as we receive to Montgomery, plus the transfer charge of 2 cents. I will be glad to have you consider the matter, and if possible, authorize division on this basis."

And it was

Recommended, To the C. F. A. that rate be established on Cotton Piece Goods, any quantity, when from Tupelo, Miss., to Boston and New York, 60c, Philadelphia 58c and Baltimore 57 cents per 100 lbs., allowing lines, East St. Louis to Boston and New York 38c, Philadelphia 36c and Baltimore 35 cents per 100

lbs. The rates asked for being in line with rates authorized in C. F. A. Info. 397-A, July 11th, 1900.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 479.

Proceedings No. XVIII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 12, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'n R. R. Ass'n—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Lumber from the West via East St. Louis to Trunk Line Territory.

The Chairman submitted proof of Missouri Pacific Ry. Joint Proportional Tariff from Cairo, which will become effective Sept. 20th.

No action taken.

Letter 9th, file 9311, from Chairman C. F. A. regarding rates on this traffic from Thebes was read and the Chairman was instructed to write Chairman C. F. A. that statement, "That the lines east of East St. Louis, allow 3 cents per 100 lbs. to the roads between Cairo and East St. Louis, which makes a rate of 24 cents

from East St. Louis to New York" is not correct, but that the rates from Cairo are pro-rated as per J. C. Authority Nos. 1173, 1609 and 1622, as reprinted in this Committee's Special Notice No. 437.

Rates on Feldspar, Flint, Clay, Prepared, Etc., to C. F. A. Points.

This subject was considered at previous meeting and laid over for information, which is not yet complete, and it was

Resolved, That the subject be laid over until the desired information is secured.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

This subject was considered at last meeting and referred to a Sub-Committee. The Sub-Committee not being ready to report, it was

Resolved, That the Committee be granted further time.

Rates on Provisions East St. Louis to Michigan and Ohio Points.

The Chairman read letter from a member, as follows:

"As you probably know, there is in effect from Chicago to Cincinnati, on provisions, a rate of 12 cents per 100, which is the maximum charge, under, I believe, the Michigan Central and Grand Trunk's interpretation of the long and short haul clause to Lansing, Flint, Port Huron, Jackson, Toledo and Detroit.

The authorized differential is 5 cents per 100. I will be glad to have you take up the matter of formally authorizing 17 cents, East St. Louis to these destinations, instead of the varying figure of 18 cents, etc., now governing from East St. Louis."

And it was

Recommended, To the C. F. A. that rate on Provisions, C. L., be established, East St. Louis to Lansing, Flint, Port Huron, Jackson and Detroit, Mich., and Toledo, Ohio, 17 cents per 100 lbs. in line with rates from Chicago.

Rates and Divisions on Rice from Lake Charles, Etc., La., to C. F. A. Points.

This subject was under consideration at meeting 5th and referred to a Sub-Committee. At meeting today the Committee stated their views on the subject and after a general discussion, it was

Resolved, That the recommendation of the Sub-Committee be accepted with the understanding that they are to make a formal report, which is to be forwarded by Chairman Fraser to the C. F. A. as the recommendation of this Committee.

Note.—Copies (3) of the report to be sent to resident members only.

Rate on Iron Pyrites or Sulphur Ore and Pyrites Screenings or Sulphide Ore.

At meeting Aug. 29th request was made for information from the Chief Inspector as to whether the above mentioned Commodities are the same, if not, what is the difference, etc., and report received, as follows:

"I have made a careful inquiry with a view to obtaining the information desired and now beg to advise that I understand Iron Pyrites or Sulphur Ore, Pyrites Screenings or Sulphide Ore, represent substantially one Commodity, that is to say, the names are interchangeable."

After due consideration, it was

Moved, That the Chairman submit to Chairman Tucker the information he has obtained from the Chief Inspector, which would indicate that we have two rates on the same Commodity, and that the lower rate

be cancelled, provided the rate from Chicago, upon which the lower rate is based is advanced proportionately.

Note.—The rates referred to are authorized in C. F. A. Info. Nos. 2880 and 3479.

Lumber from East St. Louis & Ohio River Crossings.

Chairman read Joint Letter Sept. 6th, file 9084, from Chairman C. F. A. on the above subject and after careful consideration the Chairman was instructed to advise Chairman C. F. A. that it is the sense of this Committee that it is inexpedient to make any changes in the present Lumber rates from East St. Louis.

Rates on Fertilizer and Fertilizer Material to Stations on Cincinnati Divisions of N. & W. Ry.

Chairman read Joint Letter dated Sept. 9th. file 9800 from Chairman, C. F. A., and it was

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to send a copy of Chairman C. F. A. letter to resident members of the Committee.

Rating on Dry Sheep Pelts or Sheep Skins Pressed in Bales.

At meeting July 25th this subject was referred to Chairman Official Class'n Committee and brought up again by correspondence, which was submitted, and it was

Resolved, That the subject be laid over until next meeting pending further information to be secured by the applicant.

Proportional Rates on Lumber from South Pacific Coast.

Chairman read letter from Chairman Tucker, dated Sept. 9th, file Info. 3647 (copy below), also called attention to Circular Letter No. 50, Sept. 10th, 1902, on the same subject.

"Referring to Information Circular 3647, Sept. 5th, containing proportional rates on Lumber from Chicago, Peoria, etc., when originating at points west thereof. At meeting of Chicago Eastbound Roads today it was positively decided that rates in said Information Circular will not apply on business from South Pacific Coast Territory, but rates from Chicago on Lumber and Forest Products from South Pacific Coast Territory will be 6th class rates, except where lower rates are necessary to equalize with the rates from East St. Louis. This should be understood by your Committee so that no reduction will be made in rates from either Peoria or East St. Louis on Lumber and Forest Products from South Pacific Coast Territory."

No action deemed necessary by the Committee.

Proper Rating to Apply on Chicken Feed.

This subject was last considered Aug. 22nd. Chairman read letter Sept. 5th, file 9568, from Chairman, C. F. A. in which he said had recommended to Chairman Gill that Official Class'n be amended to provide for Poultry Food on basis of valuation, and it was

Resolved, That the Chairman write Chairman C. F. A. to the effect that distinction should be made as to manner in which the Commodity is packed, viz.: Feed in sacks weighing 100 lbs. or more should take the lower rating and Poultry Food put up in small boxes or packages should take the higher rating, and that the Committee deem it entirely impracticable to base the rate on valuation.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 480.

Proceedings No. XIX.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 19th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by R. M. Fraser.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Lumber, Etc., from North Pacific Coast Points and Terminals.

Chairman read letter Sept. 12th, file 663-A and 665-A, from Chairman C. F. A. on above subject, also copy of Chicago Freight Committee Circular No. T-131, naming rate on basis 20 cents per 100 lbs., Chicago to New York, and it was

Moved, That the Chairman take the matter up with the Western Lines with the view of ascertaining what rates are in effect up to East St. Louis and Chicago and see what rate is necessary from East St. Louis to equalize with rates through Chicago, subject to be further considered at next meeting.

Are Percentage Divisions in Effect With M. & O. R. R. on Cotton Factory Products from Stonewall, Miss?

Chairman read letter 11th, file 5985-A, from Chairman C. F. A., making enquiry regarding above, and it was

Resolved, That Chairman issue Circular Letter asking information desired. The subject to be considered at next meeting.

Rates on Feldspar, Flint and Clay (Prepared) to C. F. A. Points.

This subject was laid over from meeting 12th. Chairman stated that he had letter giving the information requested at last meeting and after due consideration of the subject, it was

Moved, That the Chairman be instructed to notify the applicants that we cannot change the present rates.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

The Chairman of the Sub-committee to whom this subject was referred at meeting 5th was not present, and it was

Resolved, That this subject be laid over until next meeting.

Rates on Fertilizer and Fertilizer Material to Points on N. & W. R. R.

Chairman stated that this subject had been considered at last meeting and Circular Letter No. 51 issued, and it was

Moved, That the same action be taken by this Committee as taken by the C. F. A. at meeting 18th, viz.: that full local rates be charged to N. & W. Ry. Junctions, using their arbitraries beyond.

Rating on Dry Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

The above subject was laid over from last meeting for further information which had not been secured, and it was

Resolved, That this subject be laid over until next meeting.

Rate on Crushed Granite, East St. Louis to Madison, Ind., Same as in Effect to Louisville and Cincinnati.

Chairman read letter from a member on above subject and after due consideration, it was

Recommended, To the Central Freight Ass'n that they establish rate of $1.50 per ton on Crushed Granite, East St. Louis to Madison, Ind., C. L., minimum weight 40,000 lbs.

Rates on Scrap Iron as Compared with Pig Iron to Indiana Points.

Chairman read letter from a member, submitting copy of letter received from a shipper and after consideration of same, the Chairman was instructed to notify the applicant that the subject had been considered by the Committee and they had individually decided that the application for reduction in rate on Scrap Iron could not be granted.

Request for Circular Letter.

Chairman read letter Sept. 16th from G. F. A., St. Louis Southwestern Ry., requesting copy of Circular Letter No. 43, and Chairman was instructed to refer the gentleman to the individual lines for the desired information.

Letter from Chairman C. F. A. Regarding Information Not Being Furnished the T. St. L. & W. R. R.

Chairman read letter Sept. 16th, file 9852, from Chairman C. F. A. on above subject and after consideration of the subject, the Chairman was instructed to advise Mr. Tucker; "That Mr. Keane has been invited to attend the meeting of this Committee to hear and see anything that was said and done and that he, for causes that we are not familiar with, has absented himself from the meetings and that the action taken by the Committee, that non-members should not be furnished with proceedings or other information of

private character, was not directed solely against the T. St. L. & W. R. R., but against all East St. Louis Lines, not members of this Committee.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 481.

Proceedings No. XX.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 26th, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Percents for Division of Rates Between Southern Illinois, via East St. Louis and Eastern Cities.

Chairman of the Sub-committee reported that the Committee had as yet been unable to meet and requested more time, which was granted.

Rating on Dry Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject was first considered at meeting July 25th and referred to Official Class'n Committee, since

then there has been some correspondenec with the Chairman Official Class'n Committee, which was reported to the Committee, and after discussion today, it was

Resolved, That the subject be tabled.

Rate on Lumber, Etc., North Pacific Coast Points and Terminals.

The Chairman reported that as instructed at meeting 19th he had written to and received reply from G. F. A. Burlington Route naming rates on this traffic to East St. Louis, 2½ cents per 100 lbs. higher than to Chicago, and it was

Resolved, That the Chairman write Chairman Tucker and call his attention to the fact that to equalize this rate via East St. Louis it would be necessary for the lines east of East St. Louis to make rate of 17½ cents to New York and ask him if it was his intention to suggest this rate as against the 20 cent rate from Chicago.

Rates and Divisions on Rice from Lake Charles, Etc., La., via East St. Louis.

The Chairman called attention to C. F. A. Information No. 786-A to Trunk Line and Info. No. 3687 to C. F. A. Territory. Letter was read from G. F. A. Mo. Pac. Ry. asking information as to the divisions, etc., and it was

Resolved, That the matter be deferred until our next meeting, in the meantime the Chairman obtain from Chairman Tucker copies of the authority covering percentage divisions applying from New Orleans via Cairo and other Ohio River Crossings, to Western Termini and points east.

Percentage Divisions in Effect With M. & O. R. R. on Cotton Factory Products from Stonewall, Miss. Minimum Carload Weight on Potatoes.

Chairman called attention to above subjects stat-

ing that Circular Letters Nos. 54 and 55 had been issued for the purpose of securing the desired information, and it was

Moved, That the subjects be continued until the desired information is obtained.

Application via Baltimore or Virginia Ports Export Rates.

Chairman called attention to Circular Letter No. 56, giving copy of notice received from B. & O. R. R. regarding rates on export traffic via Baltimore, and it was

Moved, That the notice given by the B. & O. S. W. R. R. be presented to the Central Committee for their consideration, the Chairman in submitting B. & O. S. W. R. R. Notice to Chairman Tucker, to call his attention to C. F. A. ICC. Advice Letter No. 208 and similar notices on this subject and ask for information as to the action of the Central Committee on this matter.

Uniform Charge for Weighing Light and Loaded Cars When Done at Request of Consignors or Consignees.

Chairman read C. F. A. Advice Letters Nos. H-421½ July 29th, and H-615½ Sept. 23rd, 1902, on the above subject, and it was

Resolved, That this subject be referred to the various roads by Circular Letter for their investigation and report at next meeting.

Adjustment of Rates and Weights on Wool.

The Chairman read letter 23rd, file 9133, from Chairman C. F. A. which contained the following:

"Recommended, That a Committee of 6, 2 from Peoria eastbound lines, two from Chicago eastbound lines and two from the St. Louis eastbound lines, be appointed to thoroughly investigate the rates and weights on wool via all gateways, also that between points in the

Official Classification Territory, with a view of arriving at a basis that will be equitable to all interests, and report their conclusions to the Committee at the next meeting."

After due consideration, it was

Resolved, That Mr. N. W. Taylor, Gen'l Western Freight Agent, Vandalia Line, and Mr. W. C. Lindsay, Gen'l Agt., L. H. & St. L. Ry., be appointed as the representatives of this Committee.

The Chairman to notify Chairman Tucker accordingly.

Rates on Wagon Material.

Chairman read letter Sept. 23rd, file No. W-246, from G. F. A., Wabash R. R., addressed to Chairman Tucker on above subject, also read C. F. A. Info. No. 3680, and after discussion, following was adopted:

Resolved, That the Chairman write Chairman, C. F. A. that it being understood at a meeting of the C. F. A. at which this legislation was had, that similar action would be taken simultaneously by the C. & O. R. Committee and information is desired as to whether the C. & O. R. Committee have taken similar action, effective Oct. 7th.

It was further understood that the Official Class'n rating should be the maximum on Wagon Material in the White or in the rough, in carloads, where the Lumber rate, plus the 2 cents makes the rate in excess of this and Information No. 3680 should be re-issued accordingly.

Clay from Mountain Glen, Ill., to Cleveland, Ohio.

Chairman read letter Sept. 25th, file 9795, from Chairman, C. F. A. on above subject, and it was

Moved, That the subject be referred to the Special Committee having in charge the establishment of divisions of rates between "Southern Illinois Points, via East St. Louis and Eastern Cities."

The Chairman to reply to Mr. Tucker that the subject had been referred to the Sub-Committee, (appointed at meeting Sept. 5th) who had as yet been unable to meet.

Issuance of Bills Lading on Cotton in Warehouses in East St. Louis.

Chairman read letter from a member on above subject and after consideration the following was adopted:

Moved, That a Committee of three be appointed to formulate an agreement to be entered into between the St. Louis Cotton Compress Co. and lines, members of this Committee, somewhat on the lines of the agreement previously in effect on shipments from St. Louis or formulate some kind of an agreement whereby roads or lines can obtain legal and satisfactory receipts upon which they may issue Bills Lading on Cotton.

Note.—The Chairman appointed as the Committee Messrs. Nichols, (Chairman) Hart and Becker.

Rate on Rye, Carloads, East St. Louis to Terre Haute, Indiana.

A member stated he desired to make application for rate of 5 cents as above, and it was

Recommended, To the Central Freight Ass'n that they establish rate of 5 cents per 100 lbs. on Rye, East St. Louis to Terre Haute, Ind., C. L., minimum weight as per Official Class'n in line with the rate in effect from Peoria and Chicago.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 482.

Proceedings No. XXI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Oct. 3rd, 1902.

Representation:

B. & O. S. W. R. R.—E. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—J. L. Penny.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities. Clay, Mountain Glen, Illinois to Cleveland, Ohio.

Laid over from Sept. 26th. The Sub-committee to whom the above subjects were referred has not had a meeting and requested more time to make report, which was granted.

Rates and Divisions on Rice from Lake Charles, Etc., La., to C. F. A. Points.

This was last considered at meeting Sept. 26th.

Chairman stated that as instructed at last meeting he had written Chairman C. F. A. for copy of the division sheet referred to and received reply to the effect that the only percentages authorized on business from New Orleans to points east of the Western Termini was contained in Joint Committee Circular No. 1702, and it was

Resolved, That the Chairman send the G. F. A. Mo. Pac. Ry. a copy of Joint Committee Circular No. 1702, April 2nd, 1894, and notify him that for information as to divisions to points in C. F. A. Territory, to apply to the Traffic Departments of the individual lines.

Uniform Charge for Weighing Light and Loaded Cars When Done at Request of Consignors or Consignees.

Chairman stated that as instructed at last meeting he had issued Circular Letter No. 57 on above subject and it was

Moved, That the subject be deferred until answers are received by letter from all members.

Rate on Muriatic and Sulphuric Acid in Tank Cars, East St. Louis to C. F. A. Points.

Letter from a member was read on above subject and it was

Recommended, To the Central Freight Ass'n that Commodity rate be established on Muriatic and Sulphuric Acid in Tank Cars, C. L., minimum weight as per Official Class'n, East St. Louis to

Ashland, Ky.	17 cts.
Cambridge City, Ind.	10 cts.
Dunreith, Ind.	10 cts.
Muskegon, Mich.	13½ cts.
New Castle, Ind.	10 cts.
Red Key, Ind.	11½ cts.
Sandusky, Ohio	13 cts.
Shelby, Ohio	13 cts.
Toledo, Ohio	12½ cts.
Washington Ct. House, Ohio	10½ cts.

The rate to Ashland, Ky., is the 6th class in line with rates authorized to Western Termini and the rates to other points are in line with those authorized from Chicago as per C. F. A. Information No. 3678.

Rock, East St. Louis to Detroit and Toledo.

The Chairman read letter from a member calling at-

tention to C. F. A., ICC. Advice Letter No. 209, Item No. 7, Rock, C. L., minimum 40,000 lbs., East St. Louis, when from beyond, to Toledo and Detroit, 10 cents per 100 lbs.

A recommendation that Central Freight Ass'n adopt or authorize the rate was individually objected to and subject was tabled.

Application via Baltimore of Virginia Lines Export Rates.

This subject was considered at meeting Sept. 26th. Chairman stated that as instructed he had written letter Sept. 27th to Chairman C. F. A., submitting copy of B. & O. S. W. R. R. Notice regarding their making Virginia Lines Export Rates on export traffic via Baltimore.

Letter Sept. 30th, file 8867, from Chairman C. F. A. on the subject of Export Rates via Virginia Ports, was read and after due consideration, it was

Moved, That Chairman Tucker be replied to, to the effect that the understanding of the members of this Committee was that at the expiration of the 60 days, provided for at meeting in Chicago, July 2nd, viz.: Sept. 14th, the Virginia Lines would restore their rates to the tariff basis and maintain the same rates on Export Traffic via Newport News, Norfolk, etc., as are authorized to Baltimore.

T. St. L. & W. R. R. Representation on this Committee.

The subject was last considered at meeting Sept. 19th. The Chairman stated that as instructed at last meeting he had written 20th inst. to Mr. Tucker and received reply Sept. 26th, file No. 9852, to the effect that if the St. Louis representative of the T. St. L. & W. R. R. could participate in the St. Louis Committee's meetings, the T. St. L. & S. W. R. R. would recall letter to Chief Inspector which withdrew the road from the Joint Rate Committee agreement, etc., and it was

Moved, That the Chairman give the T. St. L. & W. R.

R. Representative a Special invitation by telephone to attend this meeting.

Note.—The Chairman gave Special invitation by telephone to T. St. L. & W. R. R. representative, who stated that it was impossible for him to attend meeting this morning.

And it was

Resolved, That the Chairman be instructed to renew his invitations to the St. Louis representative of the T. St. L. & W. R. R. to attend the meetings of this Committee hereafter in accordance with the understanding had with Mr. Whitney at the Central Committee meeting in Buffalo, as outlined in Mr. Tucker's letter Sept. 26th, file 9852.

Issuance of Bills Lading on Cotton in Warehouses in East St. Louis.

At meeting Sept. 26th this subject was referred to a Sub-Committee. The Chairman of the Sub-Committee submitted their report which was read and after careful consideration, it was

Moved, That the report of the Sub-Committee be received, placed on file and the Committee discharged.

The following resolution was adopted by unanimous vote:

Resolved, That the Eastbound Lines will not issue any Bills Lading on Cotton until the property is in the possession of the Carrier or in the possession of and receipted for by its connections.

Note.—The Chairman was instructed to prepare a letter in accordance with the above resolution and secure the signature of all members, also the T. St. L. & W. R. R. and C. B. & Q. R. R. After securing all signatures he is to issue same in Circular Letter form, sending 10 copies to the resident representatives of each road.

The subject of switching on Cotton came up in con-

nection with the above and following was adopted by unanimous vote:

Resolved, That the Railroad Companies or Fast Freight Lines will not pay or absorb any charge for Trackage or Switching on Cars containing less than 30 bales of Cotton from any Warehouse in East St. Louis.

Note.—The Chairman to secure the vote of the T. St. L. & W. and C. B. & Q. R. R. on this resolution.

R. M. Fraser, Chairman.

Adjourned

Complainant's Exhibit Fraser No. 483.

Proceedings No. XXII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 10, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Application Via Baltimore of Virginia Lines Export Rates.

This subject considered at meeting 3rd. (See proceedings No. 21.)

The Chairman stated that he had written 4th to Chairman, C. F. A., and letters 6th & 7th, file 8867 received in reply were read and after due consideration, it was

Moved, That the subject be tabled.

Rate on Lumber, Etc., North Pacific Coast Points and Terminals.

This subject was last considered at meeting Sept. 26th (See proceedings No. 20). The Chairman stated and letter 2nd, file Info. 663-A received in reply was read and after due consideration, it was

Moved, That Chairman Tucker be advised that it is the sense of this Committee that in consequence of the action taken by the Chicago Lines, the St. Louis Eastbound Lines are forced to equalize the rates on North Pacific Coast Lumber and that we exceedingly regret these conditions, as it will ultimately have the effect of forcing the E. St. Louis Lines to apply the same relative basis on Lumber originating at other points, just as the action of the Chicago Lines in originally meeting the conditions through the "Soo" on Wisconsin and Minnesota Lumber has forced them to accept these low unremunerative proportional rates on North Pacific Coast Lumber. It is with much reluctance that we hereby make formal application for authority to publish relative rates from E. St. Louis to C. F. A. and Trunk Line Territory.

See Chicago Freight Committee Circular No. T-133, dated Sept. 16th and No. T-136, dated Sept. 19th.

Percentage Divisions in Effect With M. & O. R. R. on Cotton Factory Products From Stonewall, Miss.

The above subject laid over from meeting Sept. 26th. Chairman stated that he had as yet not received replies from all members to Circular Letter No. 54, and it was

Resolved, That the subject be laid over until next meeting.

Percents For Division of Rates Between Southern Illinois Points Via East St. Louis and Eastern Cities, Clay, Mountain Glen, Illinois, To Cleveland, Ohio.

At meeting Oct. 3rd the Sub-Committee asked for more time which was granted. (See proceedings No. 21.)

At meeting today the Committee not being ready to report, it was

Resolved, That the Chairman communicate with the Chairman of the Sub-Committee to whom was referred the subject of Percents for Divisions of rates between Southern Illinois Points via East St. Louis and Eastern Cities—also rates and divisions on Clay, Mountain Glen, Ill., to Cleveland, Ohio, and earnestly request a report of that Sub-Committee at the next regular meeting of this Committee.

Percentage Allowance to the Illinois Terminal R. R.

Chairman read letter Oct. 7th and Joint Letter Oct. 3rd, file 6173 from Chairman, C. F. A., regarding percentage allowance to the Illinois Terminal R. R. and it was

Resolved, That this subject be referred to the Sub-Committee having in charge the subject of percents for division of rates between Southern Illinois Points via East St. Louis and Eastern Cities and Rates and Divisions on Clay, Mountain Glen, Ill., to Cleveland, Ohio.

Messrs. Coyle, Campbell and Becker are the Sub-Committee referred to above.

Deciduous Fruits, Western Colorado Points to Points East of Mississippi River.

Chairman read letter 9th, file K-4-A91164 from A. G. F. A., Mo. Pac. Ry. enclosing Joint letter Sept.

24th, file Y-47032 from G. F. A., D. & R. G. R. R. and through Freight Tariff (D. & R. G. R. R.) No. 193-B regarding the division of through rates on above traffic, and it was

Resolved, That the Mo. Pac. Ry. be notified that the proposition contained in the correspondence was not acceptable and therefore individually declined by the roads, members of this Committee.

Furnishing T. St. L. & W. R. R. With Proceedings, Etc.

In accordance with resolution adopted at meeting Oct. 3rd (See proceedings No. 21) the representative of the T. St. L. & W. R. R. was present at meeting today and it was

Resolved, That the Chairman furnish the T. St. L. & W. R. R. with copies of proceedings, Special Notices, Circular Letters, etc., issued since the action of June 27th, Proceedings No. X, issued June 30th and to in future send copies of all Special Notice, etc., issued by the Committee, to the T. St. L & W. R. R., same as other members.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 484.

Proceedings No. XXIII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 17th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.

I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Meeting Convened 10:30 a. m.

Percentage Divisions in Effect With M. & O. R. R. on Cotton Factory Products From Stonewall, Miss.

This subject was laid over from Oct. 10th. (Proceedings No. 22.)

Chairman read replies received to Circular Letter No. 54 on above subject and in view of a definite reply not having been received from the Wabash R. R., it was

Moved, That action on the subject be deferred until next meeting.

Percents For Division of Rates Between Southern Illinois Points Via East St. Lous and Eastern Cities, Also Clay, Mountain Glen, Illinois to Cleveland.

Percentage Allowance to the Illinois Terminal R. R.

These subjects were laid over from Oct. 10th. Proceedings No. 22. The Chairman of the Sub-Committee, to whom they have been referred, requested more time in which to report, which was granted.

Rate on Lumber, Etc., North Pacific Coast Points and Terminals.

This subject last considered Oct. 10th, Proceedings No. 22.

Chairman read letter Oct. 13th, file 7330 from Chairman, C. F. A., and after discussion, following was adopted:

Moved, That the Chairman reply to Chairman, C. F.

A., to the effect that the 1st proposition contained in his letter, viz: "It occurs to me that the St. Louis Eastbound Freight Committee in endeavoring to equalize the rates on North Pacific Coast Lumber with those from Chicago, will involve the rates to a much larger extent than any gain from the North Pacific Coast, on Lumber from other originating points," is admitted by the St. Louis Lines and that they do not think the amount of business through this gateway, any more than the amount of business through the Chicago Gateway, justifies the action taken, at the same time they see no reason why the East St. Louis Lines should be expected to ignore the conditions made by the "Soo" lines and Lines from Chicago be allowed to meet them. We therefore request action on the resolution, adopted at meeting Oct. 10th, transmitted to Chairman, C. F. A., in letter Oct. 11th.

Minimum Carload Weight on Potatoes.

Chairman read replies received to Circular Letter No. 55, Sept. 22nd, file 4154, and after due consideration, following was adopted:

Moved, That Chairman, C. F. A. be advised that the members of this Committee have made careful investigation of the subject and it is the consensus of opinion that a minimum carload weight of 24,000 lbs. on Potatoes should be established to C. F. A. and Western Termini Points, during the months of June, July and August of each year.

Rates on Wool to Trunk Line Territory.

Chairman read letters Oct. 11th and 15th, file 9764, from Chairman, C. F. A., regarding the handling of wool by the C. B. & Q. R. R., East St. Louis to Eastern Cities at the Proportional rate, said wool not being a direct through shipment, but had been held in St. Louis for several months.

At the suggestion of a member, roll was called for the purpose of ascertaining whether any of the mem-

bers of this Committee have handled wool at the proportional rates from East St. Louis, when it was stopped and stored here. All members answered in the negative.

It was then

Moved, That the Chairman reply to Chairman, C. F. A. that none of the lines, members of this Committee have handled wool shipped from St. Louis proper at the proportion of the through rates from the west and that the C. B. & Q. R. R. was not warranted in using the proportional rates on the traffic referred to above.

Rates and Divisions on Lumber to Trunk Line Territory.

Chairman read letter Oct. 13th, file 9311-A & B from Chairman C. F. A. on above subject, and it was

Resolved, That the Chairman endeavor to arrange with Messrs. J. R. Peachy, A. G. F. A., I. C. R. R., Wm. Campbell, G. F. A., C. & E. I. R. R., Haiden Miller, G. F. A., M. & O. R. R., J. C. Lincoln, G. F. A., Mo. Pac. Ry. and J. P. Park, G. F. A., St. L. & W. R. R. to meet with this Committee at Room 404, Union Station, St. Louis, Mo., on Friday, Oct. 24th, 1902, 10:30 a. m., to confer regarding through rates on Lumber from the west via Cairo, Thebes, Gale and E. St. Louis.

Rate on Rye to Vincennes, Indiana.

Chairman read letter Oct. 16th, file 20686 from A. G. F. A., B. & O. S. W. R. R. on above subject, and it was

Recommended, To the C. F. A. that they establish rate of 5c per 100 lbs., on Rye, C. L. minimum weight as per Official Class'n., E. St. Louis to Vincennes, Ind.

The above rate is asked for in line with rate of 5c per cwt. in effect from E. St. Louis to Terre Haute, Ind., as per C. F. A., Info. No. 3717, Vincennes being an intermediate point.

Rate on Muriatic and Sulphuric Acid to Parkersburg, W. Va.

Chairman read letter Oct. 16th, file 20729 from A. G.

F. A., B. & O. S. W. R. R., on above subject, and it was

Recommended, To the C. F. A. that Commodity rate of 14c per 100 lbs. be established on Muriatic and Sulphuric Acid in tank cars, C. L. minimum weight as per Official Class'n. from E. St. Louis to Parkersburg, W. Va.

The above rate is asked for in line with rate, Cleveland to Parkersburg, W. Va., i1½c per 100 lbs. authorized by C. F. A. Info. No. 3729, the proposed rate being 1 cent per 100 lbs. above the authorized rate to Marietta, same as from Cleveland.

Percentages, Cairo Via E. St. Louis to Trunk Line Territory.

Chairman read letter Oct. 16th, file 9951 regarding percentages in connection with the M. & O. R. R. between Cairo and Trunk Line Territory via E. St. Louis and the following action was taken:

Moved, That the subject be submitted to a meeting of the Rate Clerks for careful check and recommendation to this Committee, with the view to establishing uniform divisions to be allowed the M. & O. R. R. on traffic to all Eastern destinations.

Note.—Copy of letter from Chairman, C. F. A. to be sent to all resident members, with call for meeting.

Adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 485.

Proceedings No. XXIV.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 24th, 1902.

Representation:

B. & O. S. W. R. R.—S. T. McLaughlin, Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R.—
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Rates on Packing House Products, East St. Louis to Madison, Ind.

Chairman read letter from a member on above subject, and it was

Recommended, That application be made to the Central Freight Ass'n. for authority to apply same rate, East St. Louis to Madison, Ind., on Packing House Products and Bulk Meats as apply to Jefferson, Ind., viz: 12 cts. per 100 lbs., C. L. minimum weight as per Official Class'n. as published in St. Louis-Cincinnati-Louisville Freight Committee Tariff I. C. C. No. B-31.

Bar Iron to Terre Haute and Brazil, Ind.

This subject was last considered at meeting Aug. 29th (See proceedings No. 16) and was brought up again by letter from a member, and it was

Moved, That a copy of the correspondence be sent to the resident members in Circular Letter form, subject to be further considered at next meeting.

Application to Apply 6th Class Rate on Tar, Same as on Resin to Central Freight Ass'n. Points.

Chairman read letter Oct. 14th, file 72333-D from G. F. A., M. & O. R. R. submitted by a member of this Committee and after due consideration, it was

Moved, That the application be declined.

Percentages, Cairo via East St. Louis to Trunk Line Points. (Report of Rate Clerks' Meeting.)

Chairman stated that as instructed at last meeting he had called meeting of the Rate Clerks to consider above subject. The Rate Clerks met in this Office Oct. 21st, 1902, and made the following report:

Recommended, That we reaffirm the divisions authorized by Joint Committee Circular Nos. 1173, 1609 and 1622 as shown in St. Louis Eastbound Freight Committee Special Notice No. 437 and recommend the supplementing of same by a note, as follows: "On traffic pro-ratable under Special Notice 437, when destined to points east of the Western Termini of the Trunk Lines, for which no specific divisions are provided above, the line south of East St. Louis is to receive its pro-rata, the division determined by the rate basis governing said point of destination.

Recommended Further, That all Fast Freight Line divisions or other arrangements in conflict with the above be cancelled.

After due consideration, it was

Moved, That the report of the Rate Clerks be submitted to resident members by Circular Letter, the subject to be further considered at next meeting.

Switching and Reconsignment Charge on Cars, St. Louis and East St. Louis.

Chairman read resolution adopted at meeting of the

General Managers, Oct. 15th, 1902, their Circular No. 86, and after considerable discussion, it was

Moved, The Chairman request from each member of the Committee that he be furnished with a copy of the instructions issued by the various roads to their local agents and that after the Chairman receives copy of the instructions issued, from each road he is to issue Circular Letter to all members giving copies of the various notices received.

Adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 486.

Proceedings No. XXV.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Oct. 31, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane.

Ed. Hart, Jr., Chairman, pro tem.

Meeting convened 10:30 a. m.

Uniform Charge For Weighing Light and Loaded Cars When Done at Request of Consignors or Consignees.

Chairman called attention to action taken at meet-

ing Sept. 26th and stated he had as yet not received all replies, and it was

Moved, That the subject be deferred until full information is obtained.

Percentage Divisions in Effect with M. & O. R. R. on Cotton Factory Products From Stonewall, Miss.

This subject was last considered at meeting Oct. 17th. Replies having been received from all members, it was

Moved, That the Chairman advise Chairman, C. F. A. in line with the information received, viz: that none of the lines have any divisions in effect, excepting the T. H. & I. and Wabash R. R.'s, who are operating authorized Mobile, Ala., percents from Stonewall and Enterprise.

Percentage Allowances to the Ill. Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities, Also, Clay, Mountain Glen, Ill., to Cleveland.

These subjects were laid over from Oct. 17th, see proceedings No. 23. The Chairman of the Sub-Committee, to whom they have been referred, requested more time in which to report, which was granted.

Bridge Tolls on L. C. L. Shipments From Trunk Line Territory to St. Louis.

Chairman read letter Oct. 18th from Chairman, C. F. A. on above subject and after considerable discussion, it was

Moved, That Chairman C. F. A. be advised that there being a number of Transfer Companies in addition to those mentioned, operating between East St. Louis and St. Louis and various firms having individual arrangements with them for transporting property across the river, the lines, members of this Committee, object to any of their Eastern Connections publishing rates or

a basis of rates to St. Louis, Mo., as deliveries are accomplished at East St. Louis, Ill., and if they continue to publish rates or a basis of rates to St. Louis they do so entirely at their own risk of overcharge.

Rates and Divisions on Lumber From Points on the M. J. & K. C. R. R.

This subject was last considered at meeting July 18th, see proceedings.

At meetings today, Chairman read Joint Letter, Oct. 22nd, file 8882 from Chairman, C. F. A. and after considerable discussion, it was

Moved, That the matter be referred back to Chairman, C. F. A., with the request that the subject be placed in the hands of the Committee on relation with Southern Roads, for their consideration at next meeting of the Central Freight Ass'n.

Class and Commodity Rates from Colorado Common Points to Trunk Line Territory via East St. Louis.

Chairman read letter from a member on the above subject and after due consideration it was

Moved, That the subject be tabled.

Proposition to Change the Commodity Asphalt, Named in C. F. A. Information No. 3226 to Read Asphalt Rock.

Letter Oct. 18th, file H-681 from Chairman, C. F. A., also letters to and from District Inspector Lake on above subject were read by the Chairman and following was adopted:

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to issue Circular Letter to the members giving copy of the correspondence.

Rating on Dry Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject was last considered at meeting Sept.

26th, see proceedings No. 20 and was brought up again by a member, he having secured additional information and after discussion, it was

Moved, That the subject be referred to the Official Class'n. Committee calling their attention particularly to the additional information secured by the St. Louis Eastbound Freight Committee and request that further consideration be given to the subject with the view of putting Dry Sheep Pelts, pressed in bales, on the same Official Class'n. basis as Dry Hides, pressed in bales.

Rates on Iron Pyrites or Sulphur Ore and Pyrites Screenings or Sulphide Ore.

This subject was last considered at meeting Sept. 12th, see proceedings No. 18. At meeting today Chairman read letter Oct. 23rd, file H-192, from Chairman, Central Freight Ass'n. on above subject, and it was

Moved, That the subject be tabled.

Rate of 29 Cts. East St. Louis to Newark, N. J., on Licorice Root.

Chairman read letter from a member calling attention to C. F. A., I. C. C. Advice Letter No. 214, Item No. 1, Wabash R. R. publishing rate of 29 cts. per 100 lbs. on Licorice Root, E. St. Louis to Newark, N. J.

The Wabash R. R. representative stated in explanation that the rate was quoted under misapprehension of application of the westbound rate and Tariff issued to cover it, that the Tariff had been cancelled on Oct. 27th.

In consequence of statement made by Wabash representative the subject was laid on the table.

Rate on Bar Iron to Terre Haute and Brazil, Ind.

As instructed at last meeting Chairman issued Circular Letter No. 63, Oct. 25th and after further discussion of the subject at meeting today, it was

Moved, That on account of the effect which the estab-

lishment of a 5 cent rate, East St. Louis to Terre Haute would have on the Bar Iron and Axle rates to other contiguous territory in the way of reducing the present rates, the application be declined.

Application of Export Provision Rates on Stearine in Bags.

Chairman read letter Oct. 20th from the Goodwin Mfg. Co. on above subject and after discussion it was

Moved, That action on the subject be deferred until next meeting, in the meantime the Chairman to take the matter up with Chairman, C. F. A. and secure his views on the proposition.

Percentages, Cairo Via East St. Louis to Trunk Line Points.

Chairman stated that as instructed at last meeting he had issued Circular Letter (No. 65) embodying report of the Rate Clerks' meeting. After due consideration of the subject, it was

Moved, That as the report of the Rate Clerks did not meet the situation in its entirety, another meeting of the Rate Clerks be called to consider the matter further in connection with the additional information to be furnished by the interested lines.

Rates on Zinc Oxide to C. F. A. Territory.

Chairman read letter from a member requesting that the same rates be authorized to apply on Zinc Oxide as are in effect on Sublimed Lead, and it was

Recommended, To the Central Freight Ass'n. that the same rates be established on Zinc Oxide, C. L. minimum weight as per Official Class'n. from East St. Louis to:

	Per 100 lbs.
Akron, Ohio	13½ cts.
Barberton, Ohio	13½ cts.
Cleveland, Ohio	13½ cts.
Columbus, Ohio	13 cts.
Dayton, Ohio	11 cts.
Detroit, Mich.	13 cts.
Erie, Pa.	13½ cts.
Indianapolis, Ind.	10½ cts.
Kokomo, Ind.	10½ cts.
Toledo, Ohio	13 cts.
Warren, Ohio	13½ cts.
Youngstown, Ohio	13½ cts.

as are published by initial lines from East St. Louis on Sublimed Lead.

Signing Bills of Lading on Cotton Waiving the Insurance Clause.

Chairman read letter Oct. 30th, file 9984 from Chairman, C. F. A. on the above subject and the following action was taken.

Moved, That the subject be submitted to the members by Circular Letter and be further considered at next meeting.

Insurance of Bills Lading on Cotton Notes or Receipts.

This subject was brought up by letter from a member (See Circular Letter Nos. 59 and 60.) The Chairman read letter referred to and after discussion, it was

Moved, That the members of this Committee file with the Chairman, at once, a list of the representatives to whom they have sent a copy of the notice in regard to issuing Bills Lading on Cotton forwarded from the St. Louis Cotton Compress Co.

Rate on Fire Brick, C. L. to Trunk Line Territory.

This subject was last considered at meeting July 11th, see proceedings No. 11, was again brought up by a member at meeting today and following action taken:

Recommended, To the Central Freight Ass'n. that they authorize rate of 23c per 100 lbs., East St. Louis to New York, usual differentials to other Trunk Line Points on Fire Brick (released to a valuation of $5.00 per ton) C. L. minimum weight 40,000 lbs. unless capacity of car is less, in which case actual capacity of car will be the minimum weight, but in no case less than 30,000 lbs.

Present rate is 6th class, the rate asked for is the same as authorized on Building, Hollow, Pressed Brick, etc., the valuation of ordinary Pressed Brick being about $7.00 and of Fire Brick, about $4.50 per ton.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 487.

Proceedings No. XXVI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 7th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—

Ed. Hart, Jr., Chairman, Pro-tem.

Meeting convened 10:30 a. m.

Percentage Allowance to the Illinois Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities —Also Clay, Mountain Glen, Illinois to Cleveland.

These subjects were laid over from Oct. 31st, see proceedings No. 25. The Chairman of the Sub-Committee, to whom they have been referred, requested more time in which to report, which was granted.

Proposition to Change the Commodity Asphalt, Named in C. F. A. Information No. 3226 to Read Asphalt Rock.

Rates and Division on Tomatoes From Mexico via East St. Louis to Eastern Cities.

Rates on "Ore" Named in C. F. A. Information No. 615. Series A.

Several of the members not being prepared to act on above subjects, it was

Moved, That action on the subjects be deferred until next meeting.

Rates on Muriatic and Sulphuric Acid to Niles, Ohio.

Chairman read letter from a member on above subject making application for rate of 14 cts. per 100 lbs. and after due consideration, it was

Moved, That the application be declined.

Signing Bills Lading on Cotton Waiving the Insurance Clause.

Chairman read Circular Letter No. 68, which he had issued as instructed at last meeting, and after due consideration following was adopted:

Moved, That action on the subject be deferred until next meeting, in the meantime the Chairman to issue Circular Letter to the members, requesting each line to furnish him with a copy of their bill of lading.

Rate on Cotton Seed Meal, Little Rock, Ark., Via East St. Louis to New York vs. Cairo and Cincinnati.

Chairman read letter from a member stating that the through rates via Cairo and Cincinnati are 1½ to 2½ cts. per cwt. less than via East St. Louis, and after due consideration following action was taken:

Recommended, That the matter be referred to the Chairman of the Central Freight Ass'n. to be presented to the Committee on Relation with Southern Roads for proper adjustment.

Minimum Carload Weight on Potatoes.

This subject was last considered at meeting Oct. 17th, see proceedings. At meeting today Chairman read letter Nov. 4th from the St. Louis Fruit & Produce Exchange and it was

Moved, That the communication from the St. Louis Fruit & Produce Exchange be forwarded to Chairman Tucker with the request that it be made a part of the correspondence.

Rates on Zinc Oxide to Trunk Line Territory.

Chairman read letter from a member requesting that the same rates be authorized to apply on Zinc Oxide as are in effect on Sublimed Lead and it was

Recommended, To the Central Freight Ass'n. that the same rates be established on Zinc Oxide, C. L. minimum weight as per Official Class'n. from E. St. Louis to Boston, Mass. 20.8c, New York, N. Y., 18.9c, Philadelphia, Pa., 17c and Baltimore, Md., 16c per 100 lbs. as are pupblished by initial lines from E. St. Louis on Sublimed Lead.

Percentages, Cairo via East St. Louis to Trunk Line Territory.

Chairman read letter Nov. 4th, from G. F. A., T. H. & I. R. R. giving notice as to their having a satisfactory working arrangement with the M. & O. R. R.,

also stated that in accordance with resolution adopted at meeting Oct. 31st (see proceedings), the Rate Clerks met in this office Nov. 6th and submitted the following report:

"The Rate Clerks, Sub-Committee of the St. Louis Eastbound Freight Committee, report to the general meeting that owing to the refusal of the Vandalia Line to re-open the division question on the ground that said Company has already a satisfactory working arrangement with the M. & O. R. R. we find it impracticable to recommend any plan, unless the Vandalia Line, as well as all others interested unanimously agree.

It is, however, suggested for consideration at the general meeting that in view of the fact that the various Fast Freight Lines are continually adding to their division basing points that it may be eventually found practicable to recommend legislation for Cairo Proportional pro-rate (modeled on Memphis Division Circular No. 1646, issued by Chairman, J. F. Goddard) with the understanding, to govern in connection therewith, that the lines, Cairo, etc., to East St. Louis are to receive as their pro-rata the division determined by the Rate governing the point of destination.

Explanatory Note.—Special Notice No. 437 names 49 Eastern Division Basing Points; so far as investigation has proceeded there has positively developed the fact that there are in excess of 70 additional Eastern Division Basing Points so that Special Notice No. 437 includes barely more than one-third of the Eastern Division Basing Points as known at present and the number is continually increasing.

In view of the above it was

Moved, That the subject be tabled.

Rate on Rock Salt, E. St. Louis to Cleveland, Ohio.

Chairman read letter from a member making application for rate of 10 cts. per 100 lbs. on Rock Salt in bulk, C. L. minimum weight as per Official Class'n.,

East St. Louis to Cleveland and after due consideration it was

Moved, That the subject be referred to the Central Freight Ass'n for consideration by the Salt Committee.

Adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 488.

Proceedings No. XXVII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 21st, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
T. St. L & W. R. R.—
Term'l. R. R. Ass'n.—
C. B. & Q. R. R.—H. R. Todd.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Issuing Bills Lading on Cotton Notes.

This subject was considered at Special Meeting Nov. 10th and Circular Letter No. 74 issued as instructed.

The Chairman stated he had received letter Nov. 19th, file CC-635 from A. G. F. A., Southern Ry. to the

effect that the Southern Ry. and Term'l. R. R. Ass'n. will issue Dray Tickets on the Cotton Notes of the St. Louis Cotton Compress Co. for cotton to be shipped via all lines.

The Chairman read the letter and after discussion the following was adopted:

Move you, Mr. Chairman, that the resident members be furnished with a copy of Mr. Campbell's letter and the subject be laid on the table.

See Circular Letter No. 78, Nov. 22nd.

Rate of 17 cts. per cwt. on Cattle East St. Louis to Cleveland to Equalize Via Chicago.

Chairman read letter Nov. 8th, file 9899 from Chairman, C. F. A., on this subject, and after discussion following was adopted:

Moved, That Chairman C. F. A. be requested to lay the matter before the Central Committee as the lines who met the Chicago Combination are not prepared at this time to recede from the position they have taken.

Signing Bills of Lading on Cotton Waiving the Insurance Clause, Also Request for Copies of Bills Lading.

Chairman stated he had issued Circular Letters No. 68 and 73, as instructed at meetings Oct. 30th and Nov. 7th.

It was stated by members that their Bills Lading were printed in accordance with the Uniform Bill of Lading provided for in the Official Class'n. (See Note 2, page 14, Official Class'n. No. 22), and after discussion following was adopted:

Moved, That Chairman, C. F. A., be replied to, that as the form for the Uniform Bill of Lading, as provided for in the Official Class'n. contains the following:

Note 2: Any carriers who so elect may print either or both of the following clauses respectively in Conditions 3 and 11 of their bills of lading:

"Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property."

"And any carrier by water, liable on account of loss of or damage to any of said property, shall have the full benefit of any insurance that may have been effected upon or on account of said property."

It is optional for the carrier that has elected to print either or both of these clauses on their Bills of Lading to erase them if they see fit and that the subject therefore be laid on the table.

Letter from M. & O. R. R. Proposing Use of Mobile Rate from Points on Mobile River to Seaboard Cities.

Chairman read letter from a member submitting copy of letter Nov. 12th, file D, received from G. F. A., M. & O. R. R. on above subject and after much discussion following was adopted:

Resolved, That G. F. A., M. & O. R. R. be advised that it will be necessary for him to take the subject up through the Southeastern Mississippi Valley Ass'n., then Central Freight Ass'n., etc.

Roll was called for the purpose of ascertaining whether any of the members had concurred in the figures submitted by G. F. A., M. & O. R. R., with following result:

B. & O. S. W., C. & A., C. C. C. & St. L., C. P. & St. L., I. C., So. Ry., Wabash and T. H. & I. R. R. "No." Also T. St. L. & W. R. R. answer "No" to enquiry by "Phone."

Rates and Divisions on Tomatoes From Mexico Via East St. Louis to Eastern Cities.

Chairman stated that this subject was submitted at last meeting (See proceedings No. 26) and laid over. After discussion to-day, it was

Moved, That the application be declined.

Proposition to Change the Commodity Asphalt Named In C. F. A. Information 3226 to Read Asphalt Rock.

This subject was considered at last meeting and laid over (See proceedings Nov. 7th) and after further consideration to-day, it was suggested that Chairman, C. F. A. be replied to, to the effect "That Asphaltum and Asphalt are the same Commodity and are generally shipped in their original state, i. e., without having undergone any process of manufacture, being mixed with sand, etc., where and when used.

Asphalt Rock is a material combination of Asphalt or Bitumon with Sand or Sandstone and is used for paving purposes after simply being crushed or ground and heated and rates as authorized should stand unless different rates are authorized on Asphalt and Asphaltum, respectively, in which event they should be reconciled."

Switching and Reconsignment Charge on Cars at St. Louis & E. St. Louis.

Letter From Chairman C. F. A. Regarding Application For Rate on Zinc Oxide, Also Regarding Present Rate on Sublimed Lead.

Rate on Earth Paint vs. Zinc Oxide.

Rate on Ore Named in C. F. A. Information 615-A.

Letter From Chairman, C. F. A., Regarding Application of Lumber Rates on Wagon Material Only and Not on Carriages or Other Vehicle Material.

Action on above subjects was deferred until next meeting.

R. M. Fraser, Chairman.

Adjourned

Complainant's Exhibit Fraser No. 489.

Proceedings No. XXVIII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 28, 1902.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—J. L. Penny.
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Letter From Chairman, C. F. A. Regarding Application for Rate on Zinc Oxide, Also Regarding Present Rates on Sublimed Lead.

This subject was last considered at meeting Nov. 7th.

Chairman read letters from Chairman, C. F. A., Nov. 12th file H-759, Nov. 20th, file H-784 and Nov. 24th, file 9069 regarding the above.

After a general discussion, during which it was stated that the subject of rates on Pig Lead, etc., was to be considered by the Central Committee at meeting in Chicago next week, it was

Moved, That the subject be laid over until after consideration and action by the Central Committee on the question of Pig Lead Rates from the Missouri River.

Rate on Earth Paint, vs. Zinc Oxide.

This subject was considered at meeting Nov. 21st and laid over.

After consideration at meeting to-day and in view of statement made by one of the members with reference to rates on Pig Lead, Sublimed Lead, etc., being considered by the Central Committee at meeting next week it was

Moved, That action on the subject be deferred until after consideration and action by the Central Committee on the question of Pig Lead Rates from the Missouri River.

Switching and Reconsignment Charge on Cars at St. Louis and E. St. Louis

This subject was considered at meeting Nov. 21st and laid over, it being stated that the subject had been referred back to the Gen'l. Managers by the Local Frt. Agt's. Ass'n.

After consideration of the subject at meeting to-day, it was

Moved, That the subject be laid on the table.

Letter From Chairman, C. F. A. Regarding Application of Lumber Rates on Wagon Material Only and Not on Carriage or Other Vehicle Material.

Chairman read Joint Letter Nov. 18th, file Information 3744, from Chairman, C. F. A. on above subject.

In the discussion following reading of letter it was stated by a member that it was impossible to determine the difference between Carriage material and material for light wagons and that when the action referred to by Chairman, C. F. A. was taken it was intended to cover Vehicle material taking 5th class or less, and following action was taken:

Moved, That it is the sense of this Committee that it was contemplated, when the rule was established,

placing Wagon Material on the Lumber basis, that Carriage or Buggy material taking 5th class or less was to be covered as well.

Through Rates on Lumber From the West Via Cairo, Thebes and East St. Louis to Trunk Line Territory.

Chairman reported progress made on this subject, reading letters received from Mr. J. A. Middleton, G. F. A., Frisco, Nov. 24th, file 94, and letter Nov. 21st, file A from G. F. A., St. L. & W. R. R., also stated he had received copy of C. & E. I. R. R. Supplement Nov. 3 to Tariff I. C. C. No. 805, reinstating rates as shown in Tariff proper.

After some discussion on the subject, it was

Moved, That action on the subject be deferred until next meeting.

Percentage Allowance to the Illinois Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

These subjects have been considered at previous meetings and referred to a Sub-Committee. At meeting to-day the Chairman read report of the Sub-Committee and after due consideration, it was

Moved, That the report of the Sub-Committee be received, the Committee discharged, and the Chairman instructed to send a copy of the report by Circular Letter to the resident members of the Committee only, the subject to be further considered at next meeting.

Rates and Weights on Wool.

Chairman stated this subject was brought up by letter Nov. 17th, file 9133 from Chairman, C. F. A., enclosing copy of proceedings Committee Meeting Oct. 29th which were read by the Chairman and after discussion it was

Moved, That a Committee of three be appointed of which the Chairman shall be the Chairman to consider the Wool Proposition and that the different members of the Committee shall file with the Sub-Committee, through the Chairman an expression of their views on the Wool proposition in order to enable the Sub-Committee to arrive at an intelligent conclusion and that the Sub-Committee's report be submitted to this Committee at the next meeting.

Note: The Chairman appointed as the Committee, Messrs. Nichols, Taylor and Hart.

With the view of giving the Sub-Committee an idea as to the lines to work upon, the following was also adopted:

Moved, That it is the sense of this Committee that the Sub-Committee be requested to consider the subject of rates on Wool with the view to eliminating all proportional rates on that Commodity.

Note: The Chairman was instructed to issue Circular Letter to resident members, giving copy of resolution adopted at meeting today and ask for their views on the proposition.

Clay, Mountain Glen, Ill., to Cleveland, Ohio.

This subject was brought up by Chairman Tucker and considered at previous meetings, see proceedings Sept. 26th.

After further consideration of the subject at meeting today, the following was adopted:

Moved, That it is the sense of this Committee that there is no restriction placed upon any of the C. F. A. lines as to the divisions with others on duly authorized rates between points in C. F. A. Territory.

Glass and Commodity Rates from Colorado Common Points to Trunk Line Territory.

Chairman read letter Nov. 22nd, file No. 10 from

Chairman, Trans-Missouri Freight Bureau on above subject and it was

Moved, That action on this subject be deferred until next meeting.

Application to Establish Lower Rating on Empty Bags, Second-Hand Returned.

Chairman read letter Nov. 20th and following was adopted:

Moved, That applicants be advised that same conditions are general throughout the territory and that it becomes a Classification matter rather than one of Commodity and that if they desire a lower rating than at present in effect it will be necessary for them to make application to the Official Class'n. Committee for rating on the bags in the Official Class'n. territory.

Rates and Divisions on Lumber from M. & O. Points to Eastern Cities, via Cairo and East St. Louis.

Rate of 17c per Cwt. on Cattle, East St. Louis to Cleveland to Equalize vs. Chicago.

The above subjects were considered and it was

Moved, That action be deferred until next meeting.

Rate on Wheat, East St. Louis to Battle Creek, Mich.

Chairman read letter Nov. 24th from a member on above subject and after consideration it was

Moved, That the Chairman be instructed to take this subject up with Chairman, C. F. A., with the view to having the C. B. & Q. R. R. cancel their tariff, C. B. & Q., G. F. O. No. 10376, I. C. C. 3613, Oct. 13th, 1902, and maintain the authorized tariff rates on this traffic.

Beer, C. L., East St. Louis to Virginia Points.

Chairman stated that he was requested to bring this subject up at meeting today with the view of the St. Louis Eastbound Committee taking action on the subject.

It was suggested that the Chairman reply to the party making the request that it will be necessary for him to take the question up direct with the Virginia Lines, as the Eastbound Committee has no jurisdiction in the matter.

Rate on Crude Barytes Ore to Western Termini Points.

This subject was brought up by a member, who stated as follows:

This concerns the question of rates on Crude Barytes or Barytes Ore from East St. Louis to Western Termini Points. The Rate on Barytes a manufactured article and of greater value than Crude Barytes Ore is 15½ cts. per 100 lbs. to Western Termini Points and the rate on the Crude Barytes Ore is the same, as per C. F. A. Information No. 3103 and 3398 while on Barytes we have a basis from East St. Louis to New York of 23½c and on Crude Barytes Ore we have a basis of 20 cts. a difference of 3½c per 100 lbs. in favor of the Crude Product. (See C. F. A. 618-A.)

Certain parties have called attention to this rate adjustment and are praying for relief, claiming that they should not be called upon to pay the same rate on the Crude Product as on the manufactured article.

A general discussion followed, and it was

Moved, That a rate of 13½ cts. per 100 lbs. be recommended to the Central Freight Ass'n. on Crude Barytes Ore from East St. Louis to Western Termini Points, in line with the rate to New York, etc., authorized by C. F. A. Information No. 618-A.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 490.

Proceedings No. XXIX.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Dec. 5th, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Percentage Allowance to the Illinois Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

Chairman stated that the report of the Sub-Committee on above subjects had been considered at last meeting and Circular Letter issued as instructed. (See Proceedings Nov. 28th and Circular Letter No. 80.)

On account of the member who requested that Circular be issued, being absent from meeting today, it was

Moved, That action on these subjects be deferred until next meeting.

Rates and Weights on Wool.

Chairman stated that the Sub-Committee appointed at last meeting to consider this subject were ready to report.

It being stated that it was very important that the representative of the L. H. & St. L. Ry. be present, it was

Moved, That the subject be laid over until next meeting.

Proportional Rate on Mussel Shells, C. L., to C. F. A. Points.

Chairman read correspondence between G. F. A., C. P. & St. L. Ry. and Chairman, C. F. A., regarding rate on Mussel Shells, and it was

Moved, That the Chairman take the matter up with the roads that are operating the unauthorized rates with the view to having them conform to the C. F. A. Rulings.

Class and Commodity Rates from Colorado Common Points to Trunk Line Territory via East St. Louis.

Chairman stated that this subject was submitted at last meeting and laid over.

At meeting today letter November 22nd, file No. 10, from Chairman, Trans-Missouri Freight Bureau was read and after careful consideration, the following was adopted:

Moved, That the Chairman of this Committee advise Mr. Poteet, that lines, members of this Committee, cannot concur in the Tariff excepting on basis of regularly established local rates east of the Mississippi River.

The Chairman was instructed to call the roll for the purpose of ascertaining whether or not any of the lines, members of this Committee have concurred in rates as per Trans-Missouri Freight Bureau Joint Freight Tariff No. 1-H, divided on basis shown in their percentage sheet No. 1-G.

Roll was called as requested and B. & O. S. W., C. & A., C. P. & St. L., C. C. C. & St. L., Ill. Cent. and Wabash R. R.'s, answered in the negative.

Note: Answer of the absentees on the above inquiry to be secured and reported at next meeting.

After the above information is received the Chairman is to present the subject to the Chairman, Central Freight Ass'n. with the view of his ascertaining whether any of the lines operating eastwardly from Upper Mississippi River Crossings, East St. Louis to East Dubuque, inclusive, are parties to the rates and divisions mentioned, this Committee to be advised later.

Rates and Divisions on Lumber from M. & O. Points to Eastern Cities, via Cairo and East St. Louis.

This subject was submitted at meeting Nov. 28th and laid over.

At meeting to-day Chairman read letters from members on the subject and after discussion, it was suggested that the roll be called for the purpose of ascertaining if any line is accepting less than the authorized basis on Lumber from M. & O. Points, etc.

Roll was called as requested and all members present stated that they were strictly maintaining authorized basis.

After further discussion, it was

Moved, That the subject be tabled, and that it is understood in tabling the question, that no line, member of this Committee will pro-rate the rates, proposed by G. F. A., M. & O. R. R. in letter dated Nov. 22nd, file 69360-D and that roll call be had on the resolution and vote of the absentees be obtained by the Chairman.

Roll was called as requested and all members present voted the affirmative. The vote of absentees to be reported later.

Rates on Lumber From North Pacific Coast Points.

Chairman read letter Nov. 24th, file 7330-B from Chairman, C. F. A., also, resolution adopted at meeting in Chicago 20th, and it was

Moved, That action on the subject be deferred until next meeting.

Signing Bills Lading on Cotton Waiving the Insurance Clause.

Chairman read letter Dec. 1st, file 21236 from A. G. F. A., B. & O. S. W. R. R., also letter Nov. 29th, file 9984 from Chairman, C. F. A. regarding above subject and after much discussion, it was

Moved, That the subject be tabled.

Barytes, Barytes Ore and Silex.

Chairman read letter Dec. 1st, file 10077 from Chairman, C. F. A., regarding the above subject, and it was

Moved, That the Chairman make inquiry of the several lines, members of this Committee whether they have any rates in effect less than the authorized figures, given in Chairman, C. F. A. letter.

Application, M. & O. R. R. to Apply Syracuse Divisions (C. F. A. Information 76, March 22nd, 1899) on Lumber for Rochester, N. Y.

Chairman read letter Dec. 2nd, file W from G. F. A., Wabash R. R., submitting letter Nov. 21st, file 72994-D from G. F. A., M. & O. R. R., on above.

After discussion the representative of the Wabash R. R. requested permission to withdraw the subject, which was granted.

Clay, Mountain Glen, Ill., to Cleveland, Ohio.

Chairman read letter Dec. 4th, file 9795 from Chairman, C. F. A., in answer to letter Nov. 29th, file 3265, quoting action Nov. 28th on the above subject (See proceedings No. 28) and it was

Moved, That the subject be tabled.

Withdrawal of Proportional Rate on Cattle and Hogs, East St. Louis to Indianapolis.

Chairman read letter Dec. 2nd, file 10077 from Chairman, C. F. A. on above subject, and it was

Moved, That action be deferred until the Vandalia Line is represented.

Rates, Phosphate Rock, Bituminous Rock, Clay, Etc.

Chairman read Joint Letter Dec. 3rd, file 10077 from Chairman, C. F. A., addressed to the Chairman of the various Committees, etc., on above subject and the Chairman was instructed to reply to Chairman, C. F. A., that the St. Louis Lines will be represented when he can arrange a date with other lines interested and calls a meeting.

Rate on Grain Products, to Terre Haute, Brazil, Etc.

Chairman read letter Dec. 4th, file 10077 from Chairman, C. F. A., addressed Jointly to the Chairman, St. Louis and Peoria Committees, regarding rates on Grain and Grain Products to Terre Haute, Brazil, etc., and it was

Moved, That action on this subject be deferred until Vandalia line is represented.

Rate of 17 Cents Per Cwt. on Cattle, East St. Louis to Cleveland.

Chairman stated that this subject was considered at last meeting and laid over.

At meeting to-day, it was

Moved, That action on the subject be deferred until next meeting.

Through Rates on Lumber From the West Via Cairo, Gale, Thebes and East St. Louis to Trunk Line Territory.

Referring to Proceedings No. 23, Oct. 17th, Proceedings of Conference meeting Oct. 24th, also Proceedings No. 28, Nov. 23rd.

The Chairman reported additional information on the subject and it being conceded that the requirements of Joint Conference Oct. 24th having been

practically complied with by the Western Roads, it was

Moved, That the subject be tabled.

Uniform Charge for Weighing Light and Loaded Cars When Done at Request of Consignees.

This was last considered at meeting Oct 31st (See Proceedings No. 25.)

After further consideration at meeting to-day it was

Moved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 491.

Proceedings No. XXX.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 19, 1902.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Issuing Bills Lading on Cotton Notes.

This subject was last considered at meeting Nov.

21st, subject tabled and members furnished by Circular Letter No. 78, Nov. 22nd, with copy of letter Nov. 19th, file C-C-635 from A. G. F. A., Southern Ry. See Proceedings No. 27.

At meeting to-day letters from members were read to the effect that arrangement promised by Southern Ry. and Terminal R. R. Ass'n. had not become operative, also that resolution adopted at meeting Nov. 10th, was not being adhered to by all Roads and Lines, and it was

Moved, That the Chairman take the subject up with the Southern Ry. and Terminal R. R. Ass'n. with the view to ascertaining what steps have been taken as to carrying out the conditions outlined in letter Nov. 19th, also take the subject up with the T. St. L. & W. with the view to ascertaining whether or not they control the Fast Freight Lines working over the T. St. L. & W. R. R.

Rates and Divisions on Lumber from M. & O. Points to Eastern Cities via East St. Louis and Cairo.

This subject was considered at meeting Dec. 5th. See Proceedings No. 29.

Chairman reported that members absent on 5th favored the action taken and G. F. A., M. & O. R. R. will be advised by letter 20th.

Rates and Weights on Wool.

This subject was last considered at meeting Nov. 28th and referred to Sub-Committees. See Proceedings No. 28.

At meeting to-day Chairman read Majority report also minority report of the Sub-Committee. After discussion, it was

Moved, That the Majority Report be adopted as the sentiment of the St. Louis Eastbound Freight Committee.

The roll being called a majority of the members present and absentees interviewed later, expressed

themselves as in favor of the Sub-Committees report as follows:

"Your Sub-Committee, appointed as per motion adopted at meeting Nov. 28th, to consider the question of adjustment of rates on Wool, begs leave to submit the following report, having in mind a later motion adopted at said meeting, whereby it was the expressed sense of the Committee that proportional rates on this Commodity should be eliminated.

Your Committee has arrived at its conclusions on the following premises:

1st: The present authorized basis of Rates on Wool from River Crossings contemplates the observance of a certain minimum weight (20,000 lbs.) Rule 5-C not to apply on Wool traffic from St. Louis proper, but Rule 5-C to apply on certain Proportional Rates authorized to apply from East St. Louis on Wool Traffic from specified territory beyond.

2nd: The present irregularities in Wool Rates from Mississippi River Crossings have arisen from disadvantages, claimed by some roads, wherein they could not, by reason of inability to provide equipment. respect the restriction imposed by the authorized basis, in matter of Minimum Weights and when possible to furnish equipment that would load to the minimum, such lines were prohibited from running their cars through by reason of physical obstruction (tunnels.) On account of these difficulties some lines have positively declined to be governed by the conditions of the authorized basis in matter of Minimum Weight and the situation to-day, as an outgrowth of these conditions, is practically the application of one rate on Wool, regardless of the quantity.

Based on these premises, as well as the belief that the following is the only practical solution of the question, your Committee would Recommend adjustment of rates as follows:

Wool, Scoured, Pulled or Tub-Washed, in bags, sacks or bales, 1st class, any quantity.

Wool, In the Grease, in bags, sacks or bales, 3rd class, any quantity.

That all Commodity Rates on Wool, proportional or otherwise be at variance with above, be abrogated.

That the Official Class'n. be amended to correspond with the recommendation herein expressed."

It was further

Moved, That the Majority report of the Sub-Committee be submitted to the Central Freight Ass'n. as the recommendation of this Committee.

Proportional Rates on Mussel Shells, C. L. to C. F. A. Points.

Chairman stated as instructed at meeting 5th (See Proceedings No. 29) he had written D. F. A., T. St. L. & W. R. R. and received satisfactory reply.

G. F. A., C. P. & St. L .Ry. stated that they had taken out the Proportional Rate which disposes of the subject for the present.

No further action being necessary on the part of the Committee, it was

Moved, That the subject be tabled.

Barytes, Barytes Ore and Silex.

This subject was last considered at meeting Dec. 5th and inquiry ordered to ascertain whether any less than authorized rates in effect. (See Proceedings No. 29.) Satisfactory replies having been received from members the Chairman read letter Dec. 9th, file 10077-K from Chairman, C. F. A., also letter from a shipper, and it was

Moved, That the Lines, members of this Committee, individually recommend to the Central Freight Ass'n. that inasmuch as the Commodities, Crude Barytes Ore and Barytes, C. L. which is produced in territory tributary to the St. Louis Gateway, comes in direct competition with the imported Commodity of the same nature, from Germany, that the present adjustment of making it impossible for the producers in this ter-

ritory to serve the trade at Western Termini and points east thereof. They would suggest, however, that the Minimum Weight on these Commodities be advanced from 30,000 lbs. to 40,000 lbs. per car.

As to the rates on Silex, the Committee leaves the adjustment of those rates in the hands of the Uniform basis of rates Committee.

Rates on Grain and Grain Products to Terre Haute, Brazil, Etc.

This subject was considered at last meeting and laid over, account Vandalia Line not being represented.

It being stated that as this subject was disposed of by the issuance of Information No. 3742, no further action on the part of this Committee was necessary and it was

Moved, That the subject be laid on the table.

Withdrawal Proportional Rate on Cattle and Hogs to Indianapolis.

This subject was considered at last meeting and laid over account of Vandalia Line not being represented. After further discussion of the subject at meeting to-day, it was

Moved, That it is the sense of this committee that the Proportional Rate on Cattle and Hogs from East St. Louis to Indianapolis as per C. F. A. Information No. 2655 should be withdrawn and lines operating the rates be requested to cancel same.

Note.—Chairman to issue Circular Letter to all members regarding the cancellation of the rates if in effect via their lines, requesting prompt reply.

Rates on Grain and Grain Products, East St. Louis to Central Freight Ass'n. Points.

Chairman stated that in accordance with letter 15th, file 10077-C from Chairman, C. F. A., regarding rates on Grain and Grain Products, as per C. F. A. Infor-

mation No. 3842, Dec 15th, Circular Letter No. 85, Dec. 16th, was issued calling meeting at this office 18th.

After due consideration of the subject the Committee of Rate Clerks checked in rates to the Basing Points named in Minimum Basing Book No. 9, as follows:

From East St. Louis, Ill., to

Akron, Ohio	11½ cts.
Anderson, Ind.	9 cts.
Ashland, Ky.	15½ cts.
Athens, Ohio	11½ cts.
Auburn, Ind.	10½ cts.
Auburn Jct., Ind.	10½ cts.
Avilla, Ind.	10½ cts.
Bay City, Mich.	10½ cts.
Benton, Harbor, Mich.	10½ cts.
Brazil, Ind.	
Chillicothe, Ohio	10½ cts.
Circleville, Ohio	10½ cts.
Cleveland, Ohio	11½ cts.
Columbus, Ohio	10½ cts.
Coshocton, Ohio	12½ cts.
Crawfordsville, Ind.	7 cts.
Dayton, Ohio	10½ cts.
Defiance, Ohio	10½ cts.
Delphos, Ohio	10½ cts.
Detroit, Mich.	10½ cts.
Fort Wayne, Ind.	10 cts.
Frankfort, Ind.	7 cts.
Grand Rapids, Mich.	10½ cts.
Greencastle, Ind.	7 cts.
Hillsboro, Ohio	10½ cts.
Indianapolis, Ind.	7 cts.
Ironton, Ohio	11½ cts.
Jackson, Mich.	10½ cts.
Kokomo, Ind.	9 cts.
LaFayette, Ind.	7 cts.
Lancester, Ohio	11½ cts.

Logansport, Ind.	8 cts.
Loveland, Ohio	10½ cts.
Mackinaw City, Mich.	18 cts.
Manistee, Mich.	12½ cts.
Mansfield, Ohio	11½ cts.
Marietta, Ohio	12½ cts.
Marion, Ind.	9 cts.
Midland City, Ohio	10½ cts.
Mitchell, Ind.	10 cts.
Muncie, Ind.	9 cts.
Newark, Ohio	11½ cts.
North Manchester, Ind.	10 cts.
North Vernon Ind.	10 cts.
Piqua, Ohio	10½ cts.
Port Huron, Mich.	11 cts.
Portsmouth, Ohio	11½ cts.
Princeton, Ind.	6 cts.
Sandusky, Ohio	11½ cts.
South Bend, Ind.	9 cts.
Springfield, Ohio	10½ cts.
Terre Haute, Ind.	6 cts.
Toledo, Ohio	10½ cts.
Traverse City, Mich.	15 cts.
Van Wert, Ohio	10½ cts.
Vincennes, Ind.	6 cts.
Wabash, Ind.	9 cts.
Washington, Ind.	7 cts.
Washington, C. H. Ohio	10½ cts.
West Lebanon, Ind.	7 cts.
Western Termini	15½ cts.
Worthington, Ind.	7 cts.
Youngstown, Ohio	15½ cts.
Zanesville, Ohio	12½ cts.

After consideration of the above mentioned Basing Rates at meeting of the General Committee, Dec. 19th, the report of the Sub-Committee was approved, the rates to become effective Jan. 1st, 1903, in line with Central Freight Ass'n. Information No. 3842.

It was also

Recommended, That the Chairman, Central Freight

Ass'n., attention be especially called to the basis fixed to Youngstown, in Information No. 3842, on basis of Western Termini rates of 15½ cents. Inasmuch as the Cleveland rate from East St. Louis is only 11½ cents thus showing a spread of 4 cents in the rate, whereas the spread on 6th class from East St. Louis to Cleveland and Youngstown is only 1 cent, it is the sense of this Meeting that the Central Freight Ass'n. be requested to modify C. F. A. Information No. 3842 to the extent of establishing a rate not to exceed 14 cents per 100 lbs., East St. Louis to Youngstown and points shown as taking the same rates in Minimum Basing Book No. 9.

Joint Letter 5th Regarding Cancellation of Rates on Muriatic and Sulphuric Acid, Etc.

Chairman read Joint Letter Dec. 5th signed by Traffic Officers, I. C. R. R., C. R. I. & P. R. R. and C. B. & Q. R. R. (See Circular Letter No. 84, Dec. 8th) regarding above subject and after discussion, it was

Moved, That the Chairman reply to the gentlemen that this subject is now in the hands of the proper C. F. A. Committee who are looking into the matter.

List of Belt and Spur or Industry Tracks, Their Traffic Arrangements, Etc.

Chairman read letter Dec. 8th, file H-788½ from Chairman, C. F. A. on the above subject also Advice Letter No. H-788½, Nov. 15th, and it was

Moved, that the Chairman take steps to secure the information in accordance with Chairman, C. F. A. request.

Percentages, Cairo via East St. Louis to Trunk Line Points.

Chairman read letter 9th, file 9951 from Chairman, C. F. A., also letter Dec. 16th, file 94, from A. G. F. A., Frisco and other correspondence on above subject and after discussion, it was

Moved, That a Special Committee of six (6) be appointed of which the Chairman is to be Chairman Ex-Officio, to consider this question and make a recommendation to the Committee.

The Chairman appointed as the Committee Messrs. Hart, Nichols, Taylor, Becker, Coyle and Bushnell.

Note.—The Chairman to arrange for time and place of meeting.

Request for Reduced Rating on Sausage Casings, Returned.

Chairman read letter from a shipper, submitted by A. G. F. A., Wabash R. R., requesting reduced rating on Sausage Casings, returned, and it was

Moved, That the request be declined.

Letter regarding Terminal Regulations in Making Deliveries at World's Fair Site.

Chairman read letter from a member on above subject. It was stated that Circulars had been issued by the Interstate Car Transfer Co. and by the Wiggins Ferry Co., requesting prepayment of charges to them, on deliveries to World's Fair Site and that so far as could be seen nothing could be done but to comply with the Circulars.

After considerable discussion, it was

Moved, That the Chairman take the question of Terminal charges from E. St. Louis to the Buildings in the World's Fair Site Grounds up with Traffic Manager Ristine of the World's Fair Ass'n. with the view to arriving at a method to facilitate the handling of traffic and also confer with Mr. Ristine regarding special rates on exhibits with the view to having him make the necessary applications to the various Trunk Line Ass'ns. for the usual rates on exhibits, etc.

Note: It was suggested that the Chairman should secure a copy of the Interstate Car Transfer Co. Circular, dated Dec. 11th and Wiggins Ferry Co. Circular,

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dated Dec. 10th, Chairman also to endeavor to get similar Circulars of the Term'l. R. R. Ass'n. and other companies.

Tabulating Statistics on Export Traffic, July 14th, Sept. 13, 1902.

Chairman read letter Dec. 12th, file 8944 from Chairman, C. F. A., asking whether he should issue statistics provided for at meeting, C. F. A. Rooms, July 2nd, 1902, and after much discussion on the subject, it was

Moved, That the matter be laid over until there is a full representation of the Committee.

Rate on Wheat to Battle Creek, Mich.

This subject was considered at meeting Nov. 28th. See Proceedings No. 25.

Chairman stated that as instructed he had taken the subject up with the C. B. & Q. R. R., etc., and had copy of C. B. & Q. Tariff making rate 10½ cts. effective Dec. 20th, also letter from T. St. L. & W. R. R., that effective Dec. 29th their rate to Battle Creek would be 10½ cts.

The Chairman was instructed to advise members of the Committee by Circular Letter in line with information he had received.

Rates on Sheet Zinc.

Chairman read letter Dec. 15th, file B-3 from G. F. A., Mo. Pac. Ry., on above subject and after discussion, it was

Moved, That the Chairman take the matter up with Chief Inspector Rainer for the purpose of ascertaining whether the Spelter rates are applied on Sheet Zinc from Peru and La Salle, Ill., to Peru, Muncie and Marion, Ind., Cincinnati, Ohio, etc. The subject to be further considered at next meeting.

Transportation Account Lumber, Logging or Other Industrial Railroads and Private Car Lines.

Chairman stated that he was requested by a mem-

ber to bring up the subject of issuing transportation to Lumber, Logging or other Industrial Railroads and Private Car Lines.

After discussion, it was

Moved, That the Chairman address a communication to the members of this Committee asking them especially whether or not they intend to issue or recommend the issuance of transportation to Lumber, Logging or other Industrial Railroads and Private Car Lines it being the sense of this Committee that it is not expedient to issue transportation of this character.

Percentage Allowance to the Illinois Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis to Eastern Cities.

Request for Lower than 3rd Class, Official Class'n. Rating on Cloth Filtering or Oil Press Bassing in Bales, C. L., Issuing Bills Lading on Receipts of Columbia Transfer Company.

Rate on Brick to Indianapolis, Etc., Letter from Chairman, C. F. A. Rate on Earth Paint.

Status of Eastbound Committee Regarding Rates from East St. Louis to Virginia Common Points.

Rates on Ore.

Rates on Lumber from North Pacific Coast Points.

Class and Commodity Rates from Colorado Common Points.

The above subjects were laid over for further consideration at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 492.

Proceedings No. XXXI.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Dec. 26, 1902.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—J. L. Penny.
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened 2:30 p. m.

Percentage Allowance to the Illinois Terminal R. R.

Percents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

These subjects were laid over from meeting 19th inst. Upon the request of the T. H. & I. representative, who stated he was not as yet prepared to act upon the subjects, they were laid over until next meeting.

Class and Commodity Rates from Colorado Common Points.

This subject was considered at meeting Dec. 5th, (See Proceedings.) Owing to the absence of members who had as yet not expressed their views on the resolution adopted at meeting Dec. 5th, it was

Moved, That the subject be laid over until next meeting.

Issuing Bills Lading on Cotton Notes.

This subject was considered at meeting 19th and as instructed Chairman wrote 22nd to Messrs. Campbell, Penny and Keane, but as yet no replies were received. Owing to the absence of Messrs. Campbell and Keane, it was

Moved, That the subject be laid over until next meeting.

Request for Lower than Official Class'n. Rating on Cloth, Filtering or Oil Press Bagging in Bales, C. L.

Chairman stated that this subject had been considered at meeting 19th and laid over.

After further consideration today, it was

Moved, That the application be declined.

Issuing Bills Lading on Receipts of Columbia Transfer Co.

This subject was considered at meeting 19th and laid over.

After further consideration today following was adopted:

Moved, That it is the sense of this Committee that this subject is properly to be handled as an independent proposition by the several lines.

Terminal Regulations in Making Deliveries at World's Fair Site.

This subject was considered at meeting 19th and as instructed Chairman wrote Dec. 22nd to Mr. G. W. Ristine, also to the representative of the Interstate Car Transfer Co., Wiggins Ferry Co. and Term'l. R. R. Ass'n. but replies had not been received, and it was

Moved, That the subject be laid over with the understanding that the Chairman prosecute the matter.

Rates on Lumber from North Pacific Coast Points.

This subject was first considered at meeting Sept. 19th and at subsequet meetings. (See Proceedings.)

After consideration of the subject at meeting today, it was

Moved, That the matter be tabled.

Status of Eastbound Committee Regarding Rates from E. St. Louis to Virginia Common Points.

Chairman stated he was requested by a member to bring up this subject which was considered at meeting 19th and laid over at that time.

Chairman read action of Meeting Nov. 28th, 1902, regarding rate on Beer, C. L. to Virginia Points. (See Proceedings No. 28.)

After discussion, it was

Moved, That the Chairman give the member the information he desires.

Rates on Ore.

The above subject was submitted to members by Circular Letter No. 72, Nov. 6th and on docket Nov. 7th, 21st and Dec. 19th and laid over.

At meeting today it was stated that the rates had been reissued in same manner by C. F. A. Info. 834, applying on Ore, etc., and it was

Moved, That the subject be tabled.

Rate on Earth Paint.

Chairman read letter Dec. 15th from a shipper regarding above subject, and it was

Moved, That the communication be received and placed on file.

Rates on Enameling Plate and Steel Bolsters to Trunk Line Territory.

This subject was last considered Oct. 22nd, 1901,

(See Proceedings dated Oct. 31st, 1901.) Chairman read letter Dec. 12th, file 10077-A from Chairman C. F. A. A general discussion followed and the representative Wabash R. R. announced that the Wabash was not prepared to cancel the rate on Enameling Plate. It was then

Moved, That action on the subject be deferred until next meeting.

It was suggested that the Chairman reply to Chairman, C. F. A. to the effect that the Rate on Enameling Plate cannot be advanced but that the subject of advancing the Rate on Steel Bolsters is under consideration.

Shippers to Specify on Shipping Ticket Kind of Lumber Offered for Shipment.

Chairman read C. F. A. Advice Letter H-876 on above, also letter from a member. After discussion member requested permission to withdraw the subject which was granted.

Rates on Brick to C. F. A. Points.

Chairman stated that in line with Chairman, C. F. A. Advice Letter No. H-878½ the Rate Clerks had meeting in this office, 23rd and adopted the following:

Resolved, That inasmuch as the rates on Brick, etc., from E. St. Louis should be checked in line with those proposed from Chicago rather than those adopted from the Ohio and Penna. Districts, that the St. Louis Committee would ask for the figures as checked by the Chicago Committee on which to base the new rates from E. St. Louis.

Chairman stated that he had written Chairman, C. F. A. and received reply by wire, Dec. 24th, as follows:

"Inasmuch as the rates on Brick from East St. Louis to Indianapolis Territory are particularly out of line, cannot your lines at once decide what rate they will adopt, effective Jan. 15th? Chicago roads will

meet Tuesday next to recheck but it is thought St. Louis Lines should becide on their changes so they will be made effective not later than 15th proximo."

And it was

Moved, That action on the subject be deferred until after meeting Chicago Roads and report of said meeting is obtained.

Rates on Tripoli and Silex.

Chairman read letter Dec. 22nd, file 10077 from Chairman, C. F. A., on above subject and after discussion, it was

Moved, That action on this subject be deferred until the representative is present who originally published the rate.

Rates on Scrap Iron to Indiana Gas Belt Points.

Chairman read letter Dec. 24th, file 10079-M from Chairman, C. F. A., calling attention to rates checked in by Chicago Committee. See Circular T-148, effective Jan. 1st, 1903.

After discussion it was decided no action necessary on part of the Committee.

Date of Next Meeting.

It was moved that when the Committee adjourn it be until Jan. 9th, 1903, 10:30 a. m., at B. & O. S. W. R. R. Office.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 493.

Proceedings No. XXXII.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 9th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by R. M. F.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle, by R. M. F.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Percentage Allowance to the Illinois Terminal R. R.

Per Cents for Division of Rates Between Southern Illinois Points via East St. Louis and Eastern Cities.

The above subjects were considered at previous meetings and laid over account all members not being prepared to act.

At meeting today after further consideration of the Sub-Committee's report, which was submitted at meeting Nov. 28th and sent to the members by Circular Letter No. 80, Nov. 29th, it was

Moved, That the report of the Sub-Committee, after being amended by adding thereto the words, "Eastern Terminals to be deducted before pro-rating" be adopted as the report of this Committee and submitted to the

Chairman, C. F. A. for adoption by the Central Freight Ass'n.

The recommendation of this Committee is as follows:

"Upon careful investigation of the subject, we respectfully recommend that percentage allowances to lines reaching Belleville, Alton and other Illinois Points taking E. St. Louis rate,, through E. St. Louis, Venice, Granite City, Madison, Edwardsville, Edwardsville Junction and Edwardsville Crossings, be allowed out of the through rates to or from points named below the following percentages of such through rates, Eastern terminals to be deducted before pro-rating.

From or to Trunk Line points.....15 per cent
From or to Western Termini Points....17½ per cent

All percentage divisions in conflict with the above to be abrogated. The authorities having references to this traffic are Joint Committee Circulars No. 1675 and 1686. Joint Traffic Ass'n. Freight Circular No. 1029. Central Traffic Ass'n. Circulars No. 1967, 1968 and 1994. Central Freight Ass'n. Info. Nos. 461 and 609, series A, 2552 and 3085 and possibly others.

Class and Commodity Rates from Colorado Common Points to Trunk Line Territory.

Chairman stated that this subject was laid over Dec. 26th.

After consideration today, it was

Moved, That further consideration of the subject be deferred until the Chairman receives report as to the views or action of Virginia Lines on the resolution adopted at meeting Dec. 5th. See proceedings No. 29.

Issuing Bills Lading on Cotton Notes.

This subject was laid over Dec. 26th. The Chairman reported having taken subject up with Southern Ry. and Term'l. R. R. Ass'n. and replies received to the effect, it was expected that the arrangements outlined

by the Southern Ry. as per Circular Letter No. 78 would be made effective in the near future.

The T. St. L. & W. advised that the Fast Freight Lines working over T. St. L. & W. Rails were under their control and representatives had been instructed again on the Bill of Lading question, and it was

Moved, That the subject be laid over for further report from the Southern Ry. and Term'l. R. R. Ass'n.

Signing Bills Lading on Cotton Waiving the Insurance and Fire Clauses.

Chairman stated that this subject was last considered at meeting Dec. 5th and tabled. The subject was brought up again by letters Dec. 31st and Jan. 2nd from Chairman C. F. A., which were read and after discussion, it was

Moved, That Chairman, C. F. A., be furnished with a copy of the answers received to his letter Oct. 30th, file 9984, which was submitted to the members by Circular Letter No. 68, Nov. 3rd, 1902, so far as the Insurance Clause is concerned. That he be also advised that none of the roads are waiving the fire Clause contained in the first paragraph of Uniform Bill of Lading conditions.

During the discussion it was contended that Note 2, page 15, of Official Class'n. No. 23, which reads "Any carrier who so elects may print either or both of the following clauses" authorizes or permits either or both of the Insurance clauses being omitted.

Beer East St. Louis to Virginia Points.

This subject was last considered at meeting Nov. 28th, see proceedings No. 28, and taken up by letter with Chairman Tucker who replied under date of Jan. 2nd, file 8400 that the L. & N. R. R. advised that they are not prepared at the present time to make any change in the rate, and it was

Moved, That the subject be tabled.

Signing Bills Lading on Surrender of Bills Lading from Connections Before Receiving the Traffic.

Chairman read letter from a member on above subject and action taken as follows:

Whereas, The issuance of Bills Lading on connecting line traffic (originating beyond switching limits) before receipt of the property, i. e., on surrender of connecting line Bill of Lading, is an objectionable practice, it is the sense of this Committee that it should be discontinued. It is therefore,

Moved, That the Chairman be instructed to take the matter up with the Chairman C. F. A. with the view of having uniform action taken in that direction.

Terminal Regulations in Making Deliveries at World's Fair Site.

This laid over from Dec. 26th. Chairman reported present status, and it was

Moved, That the subject be laid over until next meeting. The Chairman to continue efforts to secure desired information.

Rates on Packing House Products to Points in Michigan, Etc.

Chairman stated that this subject was brought up by letter from Chairman C. F. A. and submitted to members by Circular Letter No. 93.

After discussion of the subject, it was

Moved, That the rates on Packing House Products, as shown in statement with letter from Chairman C. F. A., Dec. 29th, file 10077-E, as in effect from East St. Louis be continued unless changes in the rates from Chicago would warrant a change from this gateway.

It was also

Moved, That the rate of 12 cents per 100 lbs. to Dayton be added to the list.

Proportional Rate on Cattle and Hogs to Indianapolis, Indiana.

Chairman stated that this subject has been considered at meeting Dec. 19th and Circular Letter No. 91 issued as instructed.

After discussion at meeting today, as to the possibility of rates being restored, effective Jan. 20th, as per C. F. A. Information No. 3917, the subject was laid over with the understanding that the interested roads would make further investigations and report conclusions.

Cotton Seed Oil from Montgomery, Ala.

Chairman read letter May 14th to Chairman C. F. A. regarding rate on Cotton Seed Oil from Montgomery, Ala., via E. St. Louis to Eastern Cities, See Proceedings May 15th, 1902, which was submitted by Advice Letter No. H-57, May 15th, and the application declined by the Trunk Line Ass'n Roads as shown in Advice Letter H-168, June 7th. Chairman also read letter Jan. 6th from Chairman C. F. A. to the effect that shipments are going forward billed on basis of proposition contained in my letter of May 14th, and it was

Moved, That the Chairman submit letter from Chairman C. F. A. Jan. 6th, file H-57, to the members of the Committee with the view to ascertaining what rates and divisions are being used and whether the roads will recognize the authorized rates and divisions on this business.

Rates on Muriatic and Sulphuric Acid to Trunk Line Territory.

Chairman read letter from a member on above subject and after discussion, it was

Moved, That we recommend to the Central Freight Ass'n that 6th class basis of rates be authorized on Muriatic and Sulphuric Acid in tank cars from C. F.

A. Points to Trunk Line Territory the 6th class basis of rates being now in effect between C. F. A. Points, and it is felt that rates to Trunk Line Territory should not be on a higher basis.

Rates on Brick to Points in C. F. A. Territory.

This subject was last considered at meeting Dec. 26th, and it was

Moved, That action on the subject be deferred until after meeting Chicago Roads and report of said meeting is obtained.

Chairman reported having received Chicago Freight Committee Circular No. T-154, Jan. 5th, naming rates on Brick in C. L., and requested instructions as to meeting of Rate Clerks, and it was

Moved, That the Chairman be hereby instructed to call a meeting of the Rate Clerks for Tuesday, January 13th, to check in rates on Brick in line with rates effective from Chicago, etc.

Rates on Sheet Zinc.

This subject was last considered at meeting Dec. 19th and referred to the Chief Inspector for information.

Reply was received to the effect that investigation had recently been made and that the allegation that Spelter rates were being used on Sheet Zinc was simply a rumor without foundation, and it was

Moved, That the subject be tabled.

Issuing Transportation Account of Lumber, Logging or Other Industrial Railroads and Private Car Lines.

This subject was considered at meeting Dec. 19th, (See Proceedings No. 30.) Chairman stated he had been unable to secure replies from all lines and after discussion, it was

Moved, That the subject be continued on the docket, in the meantime the Chairman endeavor to get additional replies.

Proportional Rate on Cattle, East St. Louis to Cleveland.

This subject was last considered at meeting Dec. 5th. Chairman read letter from Chairman C. F. A., 7th inst., file 9899, to the effect that it was stated that the Western Roads rates had recently been changed making rates to Mississippi River in proper relation to Chicago, etc.

The representative C. C. C. & St. L. Ry. advised that their proportional rate of 17 cents per cwt. on Cattle to Cleveland had been cancelled. It was stated that the special rate had also been in effect via the T. St. L. W. and Wabash and the Chairman was instructed to ascertain whether same had been abrogated by the lines referred to.

Rate on Walnut Logs to Indianapolis.

This subject was brought up by letter from a member. After reading of the correspondence on the subject by the Chairman, following action was taken:

Moved, That the attention of Chairman C. F. A. be called to the fact that C. M. & St. P. (Tariff No. G. F. D. 38065, from Savannah) and other lines from Upper Mississippi River Crossings name rate of 8 cents per 100 lbs. on Walnut Logs to Indianapolis. We also have reason to believe the same rate is being protected by some East St. Louis lines and request that he take the subject up with the view to securing action on the subject generally.

Participation by Southern Roads in Expense of Grain Doors.

Chairman read Joint Letter from Chairman C. F. A., Jan. 5th, file 8303, on the subject of Southern Roads participating in the expense of Grain Doors, etc., and it was

Moved, That the Chairman submit to the members of the Committee a copy of above letter, requesting information asked for by Chairman C. F. A.

Rates on Steel Bolsters to Trunk Line Territory.
Rates on Tripoli and Silex.

The above subjects were laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser 494.

Proceedings No. 33.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 16th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—Walter Nichols
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

Walter Nichols, Chairman Pro Tem.

Meeting convened 10:30 a. m.

Issuing Transportation Account Lumber, Logging or Other Industrial Railroads and Private.

The above was last considered at meeting Jan. 9th and laid over, see proceedings No. 32.

The subject was further considered at meeting to-

day, but as several roads, members of this Committee, are also members of the Western Pass Agreement and were not prepared to take final action on the subject, it was

Moved, That the subject be laid over until next meeting, in the meantime the members of the Western Pass Agreement provide themselves with a copy of the present agreement in force and come prepared at next meeting to dispose of the subject.

Through Rates on Packing House Products, Texas Points to Eastern Cities.

Chairman read letters Jan. 9th and 14th from A. G. F.A., Mo. Pac. Ry. making application that the same through rates be established on Packing House Products from Texas points, via East St. Louis to Eastern Cities, as published by the Gulf Routes, and it was

Moved, That the application be declined.

Recheck of Rates on Pig Iron, Billets, Etc.

At meeting of the Rate Clerks Jan. 13th Chairman read letter from a member regarding rates on Pig Iron, Billets, etc., to Mackinaw City, Mich. In view of there being no rates published to this point, following was adopted:

Recommended, To the St. Louis Eastbound Freight Committee, that a meeting of the Rate Clerks be called for the purpose of re-checking the rates on Pig Iron and Billets from East St. Louis, so as to include all Basing Points provided for in East St. Louis Minimum Basing Book No. 9. The object being to line up rates from East St. Louis in accordance with C. F. A. Information No. 3831, Chicago Freight Committee Circular No. T-148, and the rates from Cairo, it being understood that the rates on the articles mentioned in Information Nos. 3807-3843 and 3874 will also be governed by the check on Pig Iron and Billets.

After consideration of the above at meeting today, it was

Moved, That a meeting of Rate Clerks be called on Tuesday, January 20th, to check in rates in line with above recommendation.

Rates on Tripoli and Silex.

This subject was considered at meetings Dec. 26th, and Jan. 9th, and laid over. (See Proceedings.)

After further consideration of the subject at meeting today, it was

Moved, That Chairman C. F. A. be advised that it is the sense of this Committee that no change be made in the present rates on Tripoli and Silex.

Rates on Steel Bolsters to Trunk Line Territory.

This subject was last considered at meeting Jan. 9th (See Proceedings No. 32) and laid over.

After consideration today, it was

Moved, That action on this subject be deferred until meeting, in the meantime the Chairman address a communication to the representatives of the C. & A. and T. St. L. & W. Railroads with the view to ascertaining whether they will cancel the 23 cent rate basis, East St. Louis to New York on Steel Bolsters.

Proportional Rate on Cattle and Hogs to Indianapolis.

This subject last considered at meeting Jan. 9th. (See Proceedings No. 32.)

At meeting today, it was

Moved, That the subject be laid over until next meeting.

Classification on Rags and Waste and Scrap Paper.

Chairman read letter from a member, submitting letter from a shipper, making application for same rating to apply on Rags, pressed in bales, C. L., as applies on Waste and Scrap Paper in carloads, and it was

Recommended, To the Official Class'n Committee

that it is the sense of this Committee that the same rating be applied on Rags pressed in bales, C. L., as applies on Scrap and Waste paper in carloads.

Rate on Walnut Logs, East St. Louis to Indianapolis.

This subject was considered at meeting Jan. 9th. (See Proceedings No. 32.) and as instructed the Chairman took the subject up with Chairman C. F. A. and received reply Jan. 13th, file 9299, with copy of letter addressed to representatives of roads leading eastwardly from Eastbound Mississippi River Points, which was read, and it was

Moved, That the Chairman advise Chairman C. F. A. that none of the lines members of this Committee are protecting rate of 8 cents per 100 lbs. on Walnut Logs, East St. Louis to Indianapolis.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 495.

Proceedings No. 34.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., Jan. 23, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.

Terminal R. R. Ass'n—
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Issuing Transportation Account Lumber, Logging Roads, Etc.

This subject was last considered at meeting 16th inst. and laid over. (See Proceedings No. 33.) Chairman called attention to action taken at last meeting. It was stated by several members that Mr. J. B. Hill, Chairman of Permanent Committee having charge of the subject of issuing transportation, etc., had issued call for a meeting on the 28th inst., and it was

Moved, That further consideration of the subject be deferred until after report of the meeting that has been called at Cincinnati, 28th inst. has been received.

Rates on Cotton Seed Meal, Little Rock, Ark., via East St. Louis to New York vs. Cairo and Cincinnati.

Chairman stated that this subject was brought up by letter from A. G. F. A., C. & A. Ry., Nov. 1st, 1902. At meeting Nov. 7th it was referred to Chairman C. F. A. The subject was considered at C. F. A. meeting Nov. 13th, and referred to Committee on Relation with Southern Roads (by Advice Letter H-787½) for report. Chairman read letter H-787½, Jan. 20th, 1903, from Chairman C. F. A. quoting resolution, as follows:

"Resolved, That whereas the legislation of this Ass'n has always been to the effect that where a lower combination is made through one Ohio River Crossings than another, that in equalizing these rates through other crossing the lines up to the Ohio River Crossings and East St. Louis do the shrinking."

After due consideration, it was

Moved, That the subject be tabled.

Report of Rate Clerks Meeting to Recheck Rates on Pig Iron, Billets, Etc.

Chairman called attention to Circular Letter No. 104, Jan. 20th, giving action of the Rate Clerks at meeting 20th, as authorized on 16th inst., which was sent to Chairman C. F. A. 20th, and it was

Moved, That the report of the Rate Clerks be adopted.

Rate on Cotton Seed Oil, Montgomery, Ala., to Eastern Cities.

This was last considered at meeting Jan. 9th and Circular Letter No. 99, Jan. 12th, 1903, issued but replies not received from all members, and it was

Moved, That the subject be passed until further information is secured.

Rates on Steel Bolsters to Trunk Line Territory.

Chairman called attention to action taken at meeting 16th (See Proceedings No. 33.) Replies having been reecived, it was

Moved, That Chairman C. F. A. be advised that after investigation it is found that the rates on Steel Bolsters cannot be advanced.

Proportional Rate on Cattle and Hogs to Indianapolis.

This subject was considered at meeting 16th and laid over (See Proceedings No. 33). The representative C. C. C. & St. L. Ry. stated at meeting today that the subject had been referred to his Gen'l Frt. Agt. but as yet no reply had been received, and it was

Moved, That the subject be laid over until next meeting.

Letter from Shipper Objecting to Official Class'n Weight on Barrels in Cars Over 50 Ft. in Length.

Chairman read letter on above subject and after discussion, it was

Moved, That the subject of classification of Cooperage Carloads, be referred to a Special Committee of three (3) to make recommendation to this Committee.

Note.—The Chairman appointed as the Special Committee, Messrs. Ed. Hart, Jr., (Chairman) Coyle and Nichols.

Rate on Sheet Zinc vs. Lead, Pig or Sublimed and Spelter.

Chairman read letter Jan. 19th, file W-527, from A. G. F. A., Wabash R. R. on above subject and after discussion, it was

Moved, That action on the subject be deferred until next meeting.

Rates on Brick, Etc., to C. F. A. Points.

This subject was last considered at meeting 9th. (See Proceedings No. 32). The report of Rate Clerks (See Circular Letter No. 101, Jan. 13th) sent Chairman C. F. A. as report of this Committee.

The subject was brought up again by letter Jan. 20th, file 9082, from Chairman C. F. A. to the effect that the St. Louis Committee recheck their rates in line with rates from Southern and Eastern Ohio.

After consideration of the subject, it was

Moved, That Chairman C. F. A. be advised that the St. Louis Committee having checked its rates in line with Chicago is not responsible for the situation. It is prepared to revise its rates with those from Chicago whenever they are lined up with Brick Producing districts in Ohio.

Proportional Rates on Magazine Ore, Arkansas to Western Termini, Etc., via East St. Louis vs. Memphis.

Chairman read letter Jan. 17th, file 21402, from a member on above subject and after consideration, it was

Recommended, To the Central Freight Ass'n that the rate of $2.75 per gross ton, now in effect on Beauxite Ore to Western Termini Points and $2.10 per gross ton to Detroit, as covered by C. F. A. Information No. 3923, be authorized to apply on Manganese Ore from Arkansas.

Signing Bills Lading on Surrender of Bills Lading from Connections Before Receiving the Traffic.

This last considered 9th inst. (See Proceedings No. 32.) Chairman read letter Jan. 17th from Chairman C. F. A. stating that the subject was considered by the C. F. A. on the 15th inst. and it was decided to defer action thereon for the present.

In view of the above, it was

Moved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 496.

Proceedings No. 35.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 30th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—
C, P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell, by C. D. Morris.
T. H. & I. R. R.—W. H. Coleman, N. W. Taylor.
Wabash R. R.—P. W. Coyle.

Terminal R. R. Ass'n—J. L. Penny.
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rating on Barrel Heading Made of Compound Wood.

Chairman read letter Jan. 22nd, file Inf. 733-A, from Chairman C. F. A., and it was

Moved, That the subject go back to Chairman C. F. A. with the request that he furnish specific reference to some shipments that have been handled at variance with the classification according to his interpretation and send sample of the heading.

Class and Commodity Rates from Colorado Common Points.

This was last considered at meeting 9th inst. The Chairman stated that as provided for at meeting Dec. 5th he received satisfactory answers from absent members, from Chairman C. F. A., also from Chairman Virginia Lines and on the 24th inst. wrote Chairman Trans-Missouri Freight Bureau, as instructed Dec. 5th, and it was

Moved, That the subject be tabled.

Proportional Rate on Cattle and Hogs to Indianapolis.

This continued from 23rd. Reply not having been received from G. F. A., it was

Moved, That the subject be laid over until next meeting.

Letter from a Shipper Objecting to Official Class'n Weight on Barrels in Cars Over 50 Ft. in Length.

This subject was under consideration at meeting 23rd and referred to a Special Committee. At meeting today Chairman read report of the Committee, as follows:

"After carefully considering the subject, in view of

the conditions set forth in the correspondence to the effect that certain shippers had constructed special equipment in accordance with the Master Car Builders' rules with a view of handling shipments of barrels under the terms of the Official Class'n then in effect, which equipment has become of no use on account of the change in classification."

Recommends, That the penalty provided for in Rule No. 27 for cars in excess of 50 feet in length be waived, and that proportional rates be established, on barrels of all kinds, carload minimum weight 23,000 lbs. when loaded in cars over 51 feet and not exceeding 60 feet in length, when originating in Arkansas and Missouri, to all points in Central Freight Ass'n Territory on basis of fifth class rates.

Note.—Minimum weight of 23,000 lbs. is the minimum weight that would obtain if the same percentage increase on cars less than 50 feet 6 inches in length was carried out to the 60 ft. cars, under minimum of 10,000 lbs."

And it was

Moved, That the report of the Sub-Committee be adopted and submitted to the Central Freight Ass'n as the recommendation of this Committee.

Percentages Cairo via East St. Louis to Trunk Line Points.

This subject was last considered at meeting Dec. 19th and referred to a Special Committee for report. The Committee reported at meeting 23rd inst., as follows:

"In accordance with action at meeting of the St. Louis Eastbound Freight Committee held December 19th, 1902, your Special Committee appointed to consider the question of percentages from Cairo via East St. Louis to Trunk Line Points, on traffic from the south, convened today, and respectfully submit the following:

Recommended, That existing authorities covering percents from Cairo through E. St. Louis on business from the south, destined to Trunk Line Territory, be cancelled, and in lieu thereof, the allowance to the Lines, Cairo to East St. Louis, on traffic from the South, destined to Trunk Line Territory, be fixed at twelve and one-half percent (12½%) of the authorized through rates from Cairo subject to a minimum allowance of three cents per 100 lbs. Eastern terminals to be deducted before pro-rating.

The sum of the locals to Cairo, plus the amount, yielded on the foregoing percentage basis to East St. Louis, shall in no case exceed the local rates to East St. Louis."

Several members being absent final action was deferred. At meeting today, it was

Moved, That the report of the Special Committee be sent to Chairman C. F. A. as recommendation of this Committee.

Rate on Sheet Zinc, vs. Lead, Pig or Sublimed and Spelter. Rate on Sublimed Lead and Zinc Oxide, vs. Pig Lead.

These subjects were brought up by letter from a member and Chairman C. F. A. and submitted by Circular Letters Nos. 105 and 106. After due consideration action was taken, as follows:

Whereas, Rates are in effect from La Salle, Peru, etc., to Ohio River Crossings, through C. F. A. Territory on Zinc, without reference to the kind, at same rates as on Pig Lead, etc., be it

Recommended, To the Central Freight Ass'n that existing authorities covering rates on Pig Lead and Spelter to C. F. A. and Trunk Line Territory be amended to include Zinc, Zinc Oxide and Sublimed Lead, carloads.

Letter from Transportation Committee Cotton Exchange.

Chairman read letter 26th inst. from Chairman Transportation Committee Cotton Exchange, requesting conference with this Committee and Officers of St. Louis Cotton Compress Co. on the subject of Bills Lading, and it was

Moved, That the Chairman reply to the Transportation Committee Cotton Exchange that this Committee would be glad to consider any subject they wish to present and that if there is any difficulty existing concerning the issuing of Bills Lading, we will be glad to have specific reference to it for consideration.

Rates on Cotton Originating in Texas and Arkansas.

This subject was brought up by letter from a member who stated it was his understanding that the system of allowing rebates on cotton in vogue last year was still continued by some of the lines and he would like to have the roll called for the purpose of ascertaining whether or not any lines, members of this Committee are allowing any commissions, increased divisions or in any way undertaking to control the routing of cotton by unauthorized practices.

Roll was called and all members answered in the negative.

Terminal Regulations in Making Deliveries at World's Fair Site, Also Rates on Exhibits to World's Fair, St. Louis, 1904.

This subject laid over Jan. 9th for information. The Chairman read letters from the Director of Transportation to this Committee, also his letter 22nd to Mr. C. W. Bullen, Chairman Trunk Line Ass'n, and Mr. J. F. Tucker C. F. A. regarding rates, etc., on Exhibits to the World's Fair, St. Louis, 1904, said letters having been referred by Chairman C. F. A. to this Committee for recommendation.

After a general discussion on the subject it was suggested that the Chairman answer Director of Transportation to the effect that the matter was considered very thoroughly by this Committee who instructed him to say that when they receive the information asked for in the Chairman's letter Dec. 22nd, they will be very glad to take the matter up further, so far as lines east of East St. Louis are concerned.

It was also suggested that Mr. Ristine's attention be called to his letter Jan. 22nd to the C. F. A. and Trunk Line Ass'n and ask him what the Terminal Ass'n and the delivering roads propose to do in the abatement and reduction of freight charges on return shipments, perishable property, Live Stock, etc.

The Chairman was also instructed to communicate with the Chicago and Buffalo Committee with the view to ascertaining what action was taken and arrangements made for the transportation, switching, etc., by their lines during the Columbian and Pan American Expositions.

Participation by Southern Roads in Expense of Grain Doors.

This subject was presented at meeting Jan. 9th and ordered sent to members by Circular Letter, requesting information asked for by Chairman C. F. A.

Replies having been received to Circular Letter No. 100, the Chairman asked for further instructions, and it was

Moved, That the subject be tabled.

Rates and Weights on Wool.

This subject last considered at meeting Dec. 19th, 1902. (Proceedings No. 30.)

Chairman read letter Jan. 28th, file A-4346, from Chief Inspector Rainer regarding Pulled Wool, and it was

Moved, That the subject be referred to the Special

Committee that prepared the report on Wool, viz: Messrs. Nichols, Taylor and Hart.

Rate of 8 Cents Per 100 Lbs. on Walnut Logs to Indianapolis.

Chairman read Joint Letter Jan. 28th, file 9299, from Chairman C. F. A. and was instructed to write Chairman Central Freight Ass'n to the effect that this Committee understands from his letter that the lines publishing the 8 cent rates have cancelled their tariffs and that the Committee would like to know whether their understanding is correct.

Rate on Dry Hides to Points in Michigan, East St. Louis vs. Chicago.

Chairman read letter Jan. 26th, file Inf. 3225, from Chairman C. F. A. on above subject, and it was

Moved, That the subject be referred to the Rate Clerks to check rates at their next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 497.

Proceedings No. 37.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 20, 1903.

Reprsentation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.

T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Termin'l R. R. Ass'n—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Proportional Rate on Cattle and Hogs to Indianapolis.

This subject last considered meeting Jan. 30th and laid over. At meeting today a letter 13th, file 10077-E, from Chairman C. F. A. was read requesting information as to whether the Committee recommend that the rates should be authorized or continued, and it was

Moved, That it is the concensus of opinion of this Committee that the Proportional Rate of 11¼ cents on Cattle and 10 cents on Hogs, East St. Louis to Indianapolis should be cancelled, but that two lines have given notice that they will not consent to an advance unless a corresponding advance is made in the rates from East St. Louis to Chicago and that if the rates to Indianapolis are not restored to the authorized basis, it will probably result in like reductions to other C. F. A. points. It is therefore

Recommended, That the matter be referred to the Central Committee for consideration.

Note.—It was stated that if the rate to Indianapolis was not advanced the B. & O. S. W. R. R. reserved the right to make a corresponding reduction in the rate to Cincinnati and representative Southern Ry. stated they would have to do the same to Louisville.

Request for Reduction in Rate on Horses and Mules, C. L., to Indianapolis, Ind.

Letter Feb. 3rd, file 10208, from Chairman C. F. A. on above subject was read, and it was

Moved, That in view of the fact that rate on Horses and Mules from East St. Louis to Chicago is 15.4 cents

and the application of 2nd class rates to Indianapolis would prove a serious hinderance to the business, we recommend to the Central Freight Ass'n that a rate of 20 cents per 100 lbs. be established on Horses and Mules, C. L., East St. Louis to Indianapolis.

Letters from Cotton Exchange Transportation Committee.

This subject last considered at meeting Jan. 30th, Proceedings No. 35. At meeting Feb. 6th, 1903, a Committee from the Cotton Exchange and St. Louis Cotton Compress Co. were presented and after stating their views and opinions as to the condition of affairs prevailing, which prevented cotton shippers from securing without delay, Bills Lading on Cotton on surrender of their Cotton Notes, suggested that a Committee of three be appointed by the St. Louis Eastbound Freight Committee to confer with the Cotton Exchange and St. Louis Cotton Compress Company Committees, the conference meeting adjourned.

After discussion today, in view of all members not being present, it was

Moved, That the subject be laid over until next meeting.

Rate on Steel Bolsters and Black or Enameling Plate.

Chairman stated that this subject was last considered at meeting Jan. 23rd. (See Proceedings No. 34.) Chairman read letters Jan. 30th and 31st, file 3841, from Chairman C. F. A. regarding cancellation of above rates, and it was

Moved, That action on the subject be deferred until next meeting as all roads were not represented and that Chairman C. F. A. be advised accordingly.

Exhibits for the Louisiana Purchase Exposition, (St. Louis World's Fair, 1904).

Chairman stated that above subject was last considered at meeting Feb. 6th, and Special Committee

appointed to make recommendation to this Committee. The Committee report was read by the Chairman, and it was

Moved, That the report be received and the Committee discharged.

After further consideration of the report and some changes made, it was

Moved, That the report as corrected be forwarded to Chairman Central Freight Ass'n, as the recommendation of this Committee, with the request that it be submitted at once, by Advice Letter, to the Central Freight and Trunk Line Ass'ns for their approval.

Note.—For report see next page.

Recommended, To the Central Freight and Trunk Line Ass'ns the establishment of rates of freight on all exhibits, United States, State or Individual, for the Louisiana Purchase Exposition (St. Louis World's Fair) to be held in St. Louis, May 1st to Dec. 1st, 1904, as follows:

1. (a) All articles forwarded direct to the Louisiana Purchase Exposition Co., (St. Louis World's Fair) for Exhibition (except as provided in Clause "b") shall be charged full tariff rates to East St. Louis.

(b) On mixed carload shipments of Exhibits, consisting of Stuffed Animals and Birds in boxes, Clothing, Specimen Minerals, Fossils, Wooden Logs, Stalactites, Relics, Show Cases and Cabinets or analogous articles one and one-half times first-class rates will apply with a minimum of 20,000 lbs., when received under the usual written general release for each shipment, valuation $500 per car.

(c) To the rates charged for transportation to East St. Louis must be added the Switching and Exposition Companies charges, which will be promulgated as soon as furnished by the Exposition and Switching Roads.

2. Freight charges on Exhibits, including Switching and Exposition Company Terminal Charges, except as provided in Section "3 (b)" must be prepaid at point of origin.

3. Two Bills of Lading or Receipts, one original and one duplicate, covering Exhibits must be issued to the consignor, showing the precise routes by which such exhibits should be transported, specifying in detail every carrier and junction from starting point to St. Louis. The original Bill of Lading or Receipt should be retained by the consignor, and surrendered to the Director of Transportation of the Louisiana Purchase Exposition Co. when the property is delivered to the consignee at the Exposition Grounds. The duplicate Bill of Lading should be forwarded by the consignor to the Director of Transportation at the time shipment is made.

3. (b) The standard form of rail Bill of Lading used by the United States Government may be accepted on shipments made by the Government to and from the Exposition and settlements of freight and advance charges made with the Government in the usual manner.

4. All Waybills must contain the following information: Route, (naming each carrier and junction up to East St. Louis) full name of consignor and original point of shipment. Foreign exhibits, in bond, must be consigned to the Surveyor of Port, St. Louis. All other exhibits must be consigned to the President Louisiana Purchase Exposition Co., St. Louis, Mo. The name of the Commissioner of the Foreign Country or Exhibitor must be given for all Foreign Exhibits. The name of the Exhibitor of any Domestic Exhibit must also be given. The Exposition Company will discontinue receiving Exhibits on June 1st, 1904, except perishable and goods to be consumed and renewals.

5. Exhibits, except as hereinafter specified, if unsold and reshipped from St. Louis within six (6) months after the close of the Exposition, may be returned free from East St. Louis, at owners risk, to

the original forwarder at the original point of shipment by the roads which carried the same, upon presentation of the original Bill of Lading, contract or paid freight bill, showing route (See Section 4) together with a duly executed release (on form appended hereto) and a certificate signed by the proper Officer of the Exposition to the effect that the shipments are unsold exhibits which have paid full tariff rates one way, such releases and certificates to be attached to the waybills accompanying the shipments to East St. Louis.

These rules shall also apply on Machinery, Fire Engines and other articles consigned to the Louisiana Purchase Exposition Co., for pre-exposition use as well as for Exhibition.

6. Certificates issued and releases executed at the time the property is ordered for return shipment, should be retained by the East St. Louis initial lines.

7. No charges will be advanced on Exhibits returned free nor be allowed to follow the goods.

8. Horses, Mules and other animals, (except Cattle, Hogs and Sheep) intended for exhibition will be charged full tariff rates in both directions. Cattle, Hogs and Sheep will be charged full tariff rates going to the Exposition and may be returned from East St. Louis, Ill., to point of origin free, subject to the same rules and restrictions as apply to Dead Freight, provided the regulation form of Live Stock release and Uniform Release for returned exhibits shall be executed by the owners. The rules of Official Classification relating to the carriage of attendants in charge of animals will apply to all shipments of Live Stock.

9. Exceptionally fine, expensive or fragile exhibits, such as Paintings, Pictures, Statuary, Jewelry, Gold or Silverware and Bric-a-brac will not be accepted for transportation by the Railroad Companies, but should be delivered to the Express Companies for carriage.

Uniform Release for Returning Exhibits from the Louisiana Purchase Exposition. (World's Fair) St. Louis, 1904.

(Adopted by the Central Freight Association.)

St. Louis, Mo. .....190..

Whereas, ...(shippers' name) ha.. (has or have) this day delivered to the..... Company at St. Louis, Mo., the following property, which has been on exhibition at the Louisiana Purchase Exposition, (St. Louis World's Fair) viz:.... marked..... and (he or they. ha.. (has or have) requested the said Company to forward such freight free of cost or charges for transportation from East St. Louis, Ill., to.....

And Whereas, (he or they) do (does or do) hereby acknowledge that (he or they) ha.. (has or have) had the option of shipping the above described property at the rate of freight according to and mentioned in the Official Tariffs, Class'ns and rules of said Company and thereby receiving the security of the liability of said Company and connecting railroad and transportation companies as common carriers of the said property upon their respective roads and lines, but ha.. (has or have) voluntarily decided to ship and ha.. (has or have) requested the said Company and connecting railroad and transportation companies to carry the same, free of cost and expense for transportation, as above mentioned, and in consideration thereof do (does or do) release, so far as (he or they) lawfully may, the said Company and any and every other railroad or transportation company to whom the said property may be delivered for transportation to or towards its place of destination, from all liability for any loss thereof or damage thereto, considering that the difference in (his or their) favor in the cost is equivalent to the risk of transportation.

Therefore, ...in consideration of the premises, ...the said.....(shippers' name)..... for (himself or themselves) and for the party or par-

ties to whom (he or they) may consign, do (does or do) hereby release and discharge so far as (he or they) lawfully may, the said railroad or transportation companies and all other railroad or transportation companies to which the said property may be delivered for transportation to or towards its place of destination, from all claims, demands or liabilities for any loss thereof or damage thereto howsoever occurring, whether by negligence of said railroad or transportation companies, or of their or either of their officers, agents or employees, or otherwise, while the same is in their care, custody or possession.

And the said .....(shippers name) hereby authorizes the said railroad or transportation company and any such other railroad or transportation company as (his or their) agent to deliever the said property to any other railroad or transportation company over whose route it may be carried to or towards its place of destination, and (he or they) agree that no such railroad or transportation company shall be considered as carrier of said property beyond its own road or line, or in any event be held liable for loss of or damage to said property while in the possession of any other railroad or transportation company to which the said property may be delivered as aforesaid.

In Witness Whereof, the said.....(shipper's name) ha.. (has or have) executed this release, this day of ..... A. D., 190....

.....
(Shipper.)

.....
(Railroad Agent.)

This contract shall be filed in the proper office of the initial company and the property carried thereunder shall be waybilled as "Released."

Rate on Bones, East St. Louis to Detroit, Mich.

Chairman read letter from a member on above subject, also called attention to C. F. A. Information No.

4018 naming rate of 8½ cents from Chicago to Detroit on Bones, and it was

Moved, That we recommend to the Central Freight Ass'n the adoption of rate of 12 cents per 100 lbs. on Bones, C. L., minimum weight as per Official Class'n, East St. Louis to Detroit, in line with 8½ cents rate from Chicago as shown in C. F. A. Info. 4018.

Note.—The T. St. L. & W. R. R. stated that they had already issued Supplement to their Tariff making rate effective Feb. 12th.

Rates and Weights on Wool.

This subject was last considered at meeting Jan. 30th and referred to Special Committee. (See Proceedings No. 35.)

Chairman read report of Special Committee, as follows:

Recommended, To the Central Freight Ass'n that Information Nos. 861, series A, and 3996, Jan. 22nd, 1903, be reissued as follows:

On Wool, Scoured or Tub-washed, in bags, sacks or bales, 3rd class, any quantity.

And it was

Moved, That the report of the Special Committee be adopted and submitted to C. F. A. as the recommendation of this Committee.

Proportinoal Rate on Bar Copper, Etc.

This subject was brought up by letter from a member, calling attention to C. F. A. Information Nos. 726 and 873-A, naming proportional rates on Bar Copper, etc.

After due consideration of the subject, it was

Recommended, To the Central Freight Ass'n that the rates on Anodes, Base Bullion, Blister Copper, Copper Bars, Copper Cakes, Copper Ingots, Copper Matte, Copper Ore, Copper Pigs, Copper Residue,

Copper Slabs and Smelted Copper, authorized in Information No. 873-A, from Chicago, Cincinnati, Peoria and East St. Louis be cancelled and the rates authorized on Pig Lead and Spelter be applied on the articles in question, it being considered that these rates are low enough.

Signing of Live Stock Contracts by Agents of Various Roads at National Stock Yards.

This subject was brought up by letter from a member, which the Chairman read, and it was

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to furnish copy of letter to the members. (See Circular Letter No. 111.)

Rating on Barrel Heading Made of Compound Wood.

This subject was last considered at meeting Jan. 30th and referred back to Chairman C. F. A. for further information and sample of the Compound heading. At meeting today Chairman read reply Feb. 10th, file 9084, and submitted a sample of the heading, and it was

Moved, That it is the sense of this Committee that the Commodity referred to should be charged at the Official Class'n rating on Wood, Built-up or Compound.

Issuing Bills Lading Not Conforming to Rule 24 of Official Classification.

This subject was brought up by letter Jan. 28th, file 6937, from Chairman C. F. A. enclosing copy of letter to G. F. A. B. & O. S. W. R. R. regarding shipment of shingles from the west.

After discussion, it was

Moved, That action be deferred until next meeting in the meantime the correspondence to be sent to members by Circular Letter, Chairman to be furnished with their views, by letter. (See Circular Letter No. 112).

Rates on Zinc, Zinc Oxide and Sublimed Lead vs. Pig Lead and Spelter.

This subject was last considered at meeting Jan. 30th, Proceedings No. 35, and recommendation sent to C. F. A. by letter Jan. 31st.

At meeting today Chairman read reply Feb. 10th, file 9069 from Chairman C. F. A. to the effect that initial lines from La Salle and Peru will, effective March 1st, apply Official Classification basis on Zinc.

As some of the members not present are interested in the proposition, it was

Moved, That further consideration of the subject be deferred until next meeting.

Joint Committee Circular 1826, March, 1895, Not Being Enforced.

Chairman read Joint Letter Feb. 16th, File 10325, from Chairman C. F. A. on above subject, and it was

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to furnish copy of letter to members. (See Circular Letter No. 113.)

Request for Information as to Charges Made at East St. Louis for Transferring all C. L. Freight, Except Grain.

This subject was brought up by letter Feb. 16th, file 9072, from Chairman C. F. A. which was read, and it was

Moved, That this subject be laid over until next meeting, the Chairman in the meantime to furnish copy of letter to members. (See Circular Letter No. 114.)

Report of Rate Clerks Meetings, February 10th, 11th and 18th.

The subjects mentioned below, recommended by the Rate Clerks were submitted at meeting today, and approved.

Letter 3rd, file H-972, from Chairman C. F. A. re-

garding changes suggested that should be made in rates named in Circular Letter No. 104, Jan. 20th, was considered, and it was

Moved, That the figures named to Lancaster, Ohio, $2.15, $2.30 and $2.50 per ton, cannot be changed or held higher than to Zanesville, Ohio, a point beyond on C. & M. V. R. R. That the rate to Logansport, Ind., on Billets, etc., be changed to $1.70 per ton, same as to Marion, Ind., and also that the rates to Loveland, Ohio, be made on Pig Iron, etc., $1.80, Billets, etc., $2.20 and Cast Iron Pipe, $2.20 per ton, same as to Hillsboro and Washington C. H., Ohio.

Note.—This was communicated by letter 11th, file 4121, to Chairman C. F. A. as the recommendation of this Committee.

Letter Jan. 26th, file Info. 3225, from Chairman C. F. A. being considered, it was

Recommended, That the Commodity Rates on Dry Hides as per C. F. A. Info. 3890 and 3977 from East St. Louis to Holland, Grand Haven and Muskegon, Mich., be cancelled, said rates being higher than the classification basis. No change to be made in the present rates to Fremont, (24 cents) and to White Hall, Mich., (23 cents.)

Note.—This was communicated by letter 11th, file 4096, to Chairman C. F. A. as the recommendation of this Committee.

Letter Feb. 9th, file R-60, from G. F. A. B. & O. S. W. R. R. was received, calling attention to rates being made on Grain and Grain Products to Hibbard and Delong, Ind., same as South Bend instead of North Manchester, Ind., (as per Minimum Basing Book No. 9) and it was explained that the discrepancy was caused by C. F. A. Information No. 4007 not naming same rate (10 cents) to both points, and it was

Recommended, To the Central Freight Ass'n that

Information No. 4007 be corrected making rate 10 cts. on Grain and Grain Products, East St. Louis to South Bend, Ind., thus permitting correction on individual tariffs to intermediate Vandalia Line Stations (Hibbard and Delong) in accord with Minimum Basing Book No. 9 and at the same time harmonize with the long and short haul clause.

Letter was read dated Feb. 13th, file H-972, from Chairman C. F. A. with copy of letters Jan. 28th, file 33204-A from G. F. A. P. C. C. & St. L. Ry.; Jan. 26th from G. F. A. T. & O. C. Ry., making objections to sundry rates on Cast Iron Pipe as per Circular Letter No. 104 (C. F. A. Advice Letters H-972 and 972½) also letter Jan. 28th from F. T. M. C. H. & D. Ry. objecting genearlly to action, until there is a recheck of rates from East St. Louis and all Ohio River Crossings, etc., also referring to the establishment of Basing Sheet to apply from East St. Louis and all Ohio River Crossings on different Commodities, and it was

Resolved, That further consideration of letter Feb. 13th, file H-972, from Chairman C. F. A. and enclosures, regarding Cast Iron Pipe Rates, be deferred, in view of Chairman C. F. A. call for meeting, to be held in Chicago, Tuesday, Feb. 24th, (C. C. No. 81) which call is for the purpose of arranging a basis for rates from Ohio River Crossings and East St. Louis, covering all points in C. F. A. Territory, corresponding with Minimum Basing Book No. 9 from East St. Louis. The rates submitted by the St. Louis Eastbound Freight Committee in Cir. Letter No. 104, being in harmony with Minimum Basing Book No. 9, above referred to.

Letter Feb. 16th, file 10077-Q, from Chairman C. F. A. was received enclosing Chicago Freight Committee Circular No. t-164, Feb. 13th, "Rate on Brick, etc., C. L.," requesting recheck of rates from East St. Louis in line with action at meeting Jan. 23rd, Proceedings No. 34, and after due consideration of the subject, it was

Resolved, That it is the opinion of the Sub-Committee called to consider proposition, as per Chairman C. F. A. Letter Feb. 16th, file 10077-Q, to change Brick rates in line with Chicago Committee Circular No. T-164, it will be necessary to postpone action in the matter for a few days, pending receipt of further information, as aside from the question of rates from Chicago to C. F. A. destinations, under consideration, it is the Sub-Committees understanding that there are also under consideration rates from Terre Haute, Veedersburg and various other points, which may materially influence East St. Louis rates. For example, the new rate, submitted as to become effective from Chicago to Toledo, a distance of 233 miles, of $1.80 per ton and rate submitted from Veedersburg to Toledo, 249 miles, is proposed to be $1.00 per ton, other contracts of rates from Indiana vs. Chicago also seem to justify postponements of consideration of changes from East St. Louis.

Attention having been called by letter and otherwise to additions, changes, etc., that should be made in Minimum Basing Book No. 9, the following recommendations of the Rate Clerks were also approved at meeting today.

Recommended, That following Basing Points and Rates be added to Minimum Basing Book No. 9:

In cents per 100 lbs.

E. St. Louis, Ill., to	1st	2nd	3rd	4th	5th	6th
Bad Axe, Mich.....	62	53	41½	32	25½	21
Caseville, Mich.....	51	44	34½	27	21½	18
Carsonville, Mich...	56	49	38½	29	23½	19½
Harbor Beach, Mich.	58	50	39½	30	24	20

and that Stations named below on Pere Marquette and Pontiac, Oxford & Northern be also added to take basis, as follows:

Pere Marquette R. R.

Northstreet to Carsonville, Mich., inclusive, Carsonville basis.

Bridgehampton to Harbor Beach, Mich., inclusive, Harbor Beach Basis.

Tyre to Grindstone City, Mich., inclusive, Bad Axe basis.

Stone to Pigeon, Mich., inclusive, Casseville basis.

Rosevear to Grassmere, Mich., inclusive, Bad Axe Basis.

Creen to Arthur, Mich., inclusive, change basis to Bay City.

Pontiac, Oxford & Northern R. R.

Kingston to Caseville, Mich., inclusive, Caseville basis.

Detroit & Mackinac Railway Co.

Recommended, That Minimum Basing Book No. 9 be corrected of adding additional Base Points, viz.:

In cts. per 100 lbs.

East St. Louis to	1st	2nd	3rd	4th	5th	6th
Alpena, Mich.	65	55	43	34	29½	23½
East Tawas, Mich. ...	65	55	43	33	26½	21½
Emery Jct., Mich. ...	63	54	42	32	25½	21

and that the points north of Alpena, Mich., be changed in the Basing Book from "Mackinaw City Plug" and a note should explain that the rate from East St. Louis to those points will base on either Bay City or Alpena combination, which ever figures lowest.

Whereas, The line of the C. R. & M. R. R. from Peru to Richmond is intermediate to Cincinnati by certain routes from East St. Louis, it is

Recommended, That Muncie, Ind., (a Basing Point) now shown in Minimum Basing Book No. 9, as taking the "N" scale of rates, be changed to "L" scale.

And further

Recommended, That C. R. & M. Stations, Fowlerton to Williamsburg, both inclusive, viz.: Williamsburg, Economy-Losantville, Bloutsville-Medford, Muncie-

Gaston-Janney and Fowlerton, be shown in Minimum Basing Book as taking Muncie (L) basis (Cincinnati rates.)

Also Recommended, That the following points in Minimum Basing Book be shown as taking Fort Wayne "N" basis (the rate basis being same as heretofore.)

L. E. & W. R. R.: De Soto, Albany and Red Key, Ind.

Ft. W. C. & L. Ry.: Hartford City, Easton, Shideler, Royerton and Whitley, Indiana.

P. C. C. & St. L. Ry.: Upland, Renner, Hartford, Mill Grove, Dunkirk and Red Key, Ind.

C. C. C. & St. L. Ry.: Selma, Parker City, Farmland and Winchester, Ind.

G. R. & I. R. R.: Snow Hill, Woods and Winchester, Ind.

This has the effect of making rates to points west of the C. R. & M. R. R. on the Cincinnati (L) basis, instead of Muncie (N) as at present, leaving rates to points east of the C. R. & M. line on Fort Wayne basis "N" (formerly Muncie) unchanged.

Recommended, That the rate basis governing C. & E. I. Stations, Independent to Oxford, inclusive, L. E. & W. Stations, Ambia to Porters, inclusive and C. C. C. & St. L. Ry. Station, Templeton be changed to La Fayette (H) basis.

Recommended, That Stations on the Ohio River Division (Main Line & Branches) of the B. & O. S. W. R. R. be included in Minimum Basing Book No. 9, the basis of rates from E. St. Louis to be determined by B. & O. S. W. issues or figures furnished by Traffic Department, B. & O. S. W. R. R.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 498.

Proceedings No. 38.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a meeting of the Freight Committee.

St. Louis, Mo., Feb. 27th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols, by E. L. Roederer.
Ill. Cent. R. R.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell, by R. M. Fraser.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.
Term'l R. R.—J. L. Penny.
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Letters from Cotton Exchange Transportation Committee, Requesting Conference, Etc.

This subject was on docket for consideration at meeting Feb. 20th and laid over. At meeting today Chairman stated that on Feb. 6th the Committee from Cotton Exchange Transportation Committee suggested a Committee of three from this Committee be appointed to confer with Cotton Committee, regarding the issue of Bills Lading, etc., and it was

Moved, That a Committee of three be appointed to confer with the Cotton Exchange Transportation Committee and report to this Committee the result of their conference.

The Chairman appointed as the Committee Messrs. Keane (Chairman), Hart and Penney.

At the meeting Mr. Penney stated that the Terminal R. R.'s position was that they could not handle Cotton different from any other Commodity, i. e., could not issue receipt before property is in their possession.

Rate on Bolsters and Black or Enameling Plate.

This subject considered at last meeting and laid over. At meeting today Chairman presented letters from Chairman, C. F. A., dated Jan. 30th and 31st, Feb. 20th and 23d, and following was adopted:

I move you, Mr. Chairman, that you reply to Mr. Tucker that the lines responsible for the rates in question being continued are members of the Central Committee, we suggest that it be settled in that Committee as we can do nothing with it.

Proportional Rate on Cattle and Hogs to Indianapolis.

This subject considered at last meeting and referred to Central Committee, Chicago.

Chairman read letter Feb. 25th, file 10077-E from Chairman, Central Freight Ass'n., and was instructed to answer Chairman, C. F. A. in accord with G. W. F. A. Taylor's statement at meeting today and D. F. A. Nichols' letter Feb. 5th, as follows:

Mr. N. W. Taylor: You can say to Mr. Tucker that while it is true that the local rate, East St. Louis to Chicago on Cattle is 14 cents per 100 lbs., there is not to our knowledge, which we think is general, a car moved at rate in excess of 11¼ cts. per 100 lbs., which is the proportional rate, East St. Louis to Chicago. This being the case we cannot see our way clear to advance the proportional rate on Cattle, C. L., East St. Louis to Indianapolis. When we are advised that a shipment originates at East St. Louis, it is invariably billed at 6th class rate, 13½ cts. per 100 lbs. to Indianapolis.

Mr. Nichols: Owing to position taken by line, member of this Committee, in matter of rate on Cattle from

East St. Louis to Indianapolis, we cannot consistently support any change in the present rate on hogs.

Proportional Rate on Bar Copper, Etc.

This subject considered at meeting 20th with recommendation to C. F. A. At meeting today Chairman read letter Feb. 23rd, file 8971, from Chairman C. F. A., to the effect that rates cannot be advanced.

No further action being necessary on part of this Committee, Chairman was instructed to file the papers.

Letter from Chairman C. F. A., Requesting Information as to Charges Made at East St. Louis for Transferring all C. L. Freight, Except Grain.

Chairman stated subject considered at last meeting and as instructed Circular Letter No. 114 was issued and replies received from some members, which were read. After discussion, it was

Moved, That Chairman C. P. A. be furnished with the figures already received, giving the Minimum and Maximum and suggest to Chairman C. F. A. that the subject being really a Transportation Department matter, should be taken up by the Pekin and Peoria roads with the Superintendents instead of with the Traffic Departments.

Rates on Muriatic and Sulphuric Acid.

Chairman read Letter Feb. 21st, file H-940, from Chairman C. F. A. regarding cancellation of C. F. A. Information No. 864, series A and restoring of Official Class'n. basis and it was suggested that the Chairman C. F. A. be asked what action was proposed from La Salle, Peru, etc., as the St. Louis roads feel it is not consistent to make an advance from East St. Louis to Trunk Line Territory unless a corresponding advance can be maintained from La Salle, Peru, etc., Ill., and other points in C. F. A. Territory.

Applying Rule 5-C Official Class'n. on Paper Stock.

Chairman read letter Feb. 25th, file Info. 4050 from

Chairman C. F. A. to the effect that the Chicago Freight Committee has agreed that Rule 5-C shall not govern in connection with the Special Rates on Paper Stock, Rags, etc., requesting views and co-operation of St. Louis roads.

After discussion, it was

Moved, That Chairman C. F. A. be replied to, to the effect that as certain roads are prepared to handle that class of traffic in furniture cars, 40 to 50 feet long, it will be necessary to continue the application of Rule 5-C. As it is proposed to change Rule 27 of the Official Class'n. making it include minimum weight of 24,000 lbs., and if this rule is changed as contemplated, it would be well to make the C. L. minimum weight 24,000 lbs. on Paper Stock, subject to rule 27 (as amended), Rule 5-C not to apply.

Minimum Carload Weight on Barrels.

Minimum Carload Weight on Barrels.

Chairman read letter Feb. 26th, file I-69, from Chairman C. F. A. on above subject to the effect that the proposition as submitted by Advice Letter No. I-69 was not approved by C. F. A. roads.

No action deemed necessary on part of Committee.

Application for Commodity Rate on White and Red Lead and Litharge.

Chairman read letter making application for Commodity Rate on straight and mixed carloads of White and Red Lead and Litharge on basis of 6th class rates, from East St. Louis to Western Termini and Trunk Line Territory and it was

Moved, That we recommend to the Central Freight Ass'n. the establishing of a Commodity Rate on Lead, White and Red, and Litharge, in straight and mixed carloads, minimum weight 40,000 lbs. (valuation restricted to $125 per ton), on basis of 6th class rates, East St. Louis to Western Termini and Trunk Line Territory.

Rate on Zinc, Zinc Oxide and Sublimed Lead, C. L. vs. Pig Lead, Etc., Signing of Live Stock Contracts by Agents of the Different Roads at National Stock Yards. (See Circular Letter No. 111.)

Issuing Bills Lading Not Conforming to Rule 24 of Official Class'n. (See Circular Letter No. 112.)

Letter from Chairman C. F. A. to the Effect That J. C. Circular No. 1826, March, 1895, Not Being Enforced. (See Circular Letter 113.)

Issuing Transportation Account of Lumber and Logging Roads. Report of Meeting, Cincinnati, Jan. 28th.

Issuing Bills of Lading Before Receipt of the Traffic.

The above subjects were laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit No. 499.

Proceedings No. 39.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 6, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser., Chairman.

Meeting convened 10:30 a. m.

Signing of Live Stock Contracts by Agents of the Different Roads at National Stock Yards.

This subject was on the docket for consideration at meeting Feb. 20th and 27th and laid over. (See proceedings No. 37 and 38, also Circular Letter No. 111, Feb. 23rd.)

At meeting today it was

Moved, That the subject be postponed until next meeting for further consideration.

Issuing Bills Lading Not Conforming to Rule 24 of Official Classification.

This subject was on docket for consideration at meetings 20th and 27th (See Proceedings No. 37 and 38), and laid over.

At meeting today Chairman read replies received to Circular Letter No. 112 and after due consideration of the subject, it was

Moved, That Chairman C. F. A. be advised that we construe Rule 24 of the Official Class'n. as applying only on property received direct from shippers and to the issuance of Bills Lading thereon and not to billing covering shipments coming from Western Connections and we are governed accordingly.

Letter from Chairman C. F. A. to the Effect that J. C. Circular No. 1826, March, 1895, Not Being Enforced.

This subject was docketed for meetings Feb. 20th and 27th and laid over. (See Proceedings No. 37 and 38.) At meeting today, it was

Moved, That the subject be referred back to the Central Freight Ass'n. for consideration there by the proper committee.

Rate on Zinc, Zinc-Oxide and Sublimed Lead, C. L., vs. Pig Lead, Etc.

This subject was considered at meeting Jan. 30th (Procedings No. 35) and recommendation was transmitted to Chairman C. F. A. by letter, Jan. 31st.

The subject was docketed for meetings Feb. 20th and 27th and laid over. At meeting today, Chairman read letter from Chairman C. F. A. dated Chicago, Feb. 10th, file 9069, also called attention to C. B. & Q. Tariff No. G. F. O. 3986, effective March 10th, 1903, advancing rate on Zinc, C. L., from Peru and La Salle, Ill., to various C. F. A. Points and it was

Moved, That the application to C. F. A. for special rating on Zinc, etc., as per letter Jan. 31st be withdrawn. (See Proceedings No. 35, Jan. 30th.)

Issuing Transportation Account of Lumber and Logging Roads.

This subject last considered at meeting Jan. 23rd (See Proceedings No. 34), and laid over for report from meeting, Cincinati, Jan. 28th. The proceedings of meeting, Cincinnati, Jan. 28th, was presented and after discussion at meeting today, it was

Moved, That the subject be tabled.

Issuing Bills of Lading Before Receipt of the Traffic.

This subject laid over from meeting Feb. 27. (See Proceedings No. 38.)
After consideration today it was

Moved, That the subject be tabled.

Letters from Cotton Exchange Transportation Committee Requesting Conference.

This subject last considered at meeting Feb. 27th (Proceedings No. 38), and Committee of three appointed to confer with the Cotton Exchange Transportation Committee, and make report to this Committee. The Special Committee not being prepared to report, it was

Moved, That the Committee be given further time to make report; they to obtain, from the gentlemen with whom they have the conference, a concise statement in writing covering the Cotton Exchange Committee's proposition and submit same to this Committee at next meeting with their report.

Rate on Bones to Detroit, Mich.

This subject considered at meeting Feb. 20th (Proceedings No. 37), and recommendation referred to C. F. A. At meeting today Chairman read letter March 4th, file I-91 from Chairman C. F. A. quoting letter from a member, making objection to rate of 12 cts., etc., and after discussion, it was

Moved, That the recommendation to the C. F. A. be changed to read 13½ cts. instead of 12 cts., it being the understanding that any tariffs in force at present at less than 13½ cts. will be cancelled effective on legal notice.

T. St. L. & W. R. R. representative stated their tariff would be cancelled effective on legal notice. (T. St. L. &. W. R. Supplement No. 15 to G. F. D. 265, effective Feb. 12th.)

Rate Basis on Sublimed Lead and Zinc Oxide, C. L., vs. Pig Lead and Spelter.

After due consideration of the above subject at meeting today the following resolution was adopted for transmission to the C. F. A.:

Resolved, That during the existence of the present rates on Pig Lead and Spelter to C. F. A. Western Termini and Trunk Line Points, an advance in corresponding rates on Sublimed Lead is not consistent and we therefore recommend a continuance of them until rates on Pig Lead and Spelter are restored to the basis provided therefore in Official Class'n.

Further, to be entirely consistent, we recommend that Zinc Oxide be also placed on the same basis as Sublimed Lead.

Rates on Pig Lead From Missouri River.

Letter was read from Chairman C. F. A., dated March 5th, file 4966, requesting information as to whether members of the Committee know of any reason for present rates from Kansas City to New York, etc., being continued, and it was

Moved, That Chairman C. F. A. be advised that we are unable to give him any information that will be of any assistance to him in presenting the subject at the meeting of C. F. A.

Minimum Carload Weight on Barrels.

This subject considered at meeting Jan. 30th (Proceedings No. 35), and recommendation sent Chairman C. F. A., Jan. 30th (See C. F. A. Advice Letter I-69 and I-98.)

The subject brought up again by letter from a member, which was read and it was

Moved, That the subject be laid over until next meeting.

Letter from Chairman C. F. A. Regarding Representative at Lumber Meeting, Louisville.

Chairman read letter March 2nd, file 9084-A from Chairman C. F. A. on subject of meeting, Louisville, March 18th, regarding Lumber Rates from Ohio and Mississippi River Crossings, etc., and after discussion, it was

Moved, That the representative of the T. St. L & W. R. R. be requested to represent this Committee at that meeting and that Chairman C. F. A. be requested to communicate with Mr. C. D. Whitney, T. M., for him to designate as to who it shall be.

Request for Reduced Rate on Asphalt or Asphaltum, East St. Louis to Detroit.

Chairman read letter March 3rd, from a member, on above subject, and it was

Moved, That the application be declined.

Rate on Grain to Madison, Ind.

Chairman called attention to Circular Letter No. 116, Feb. 28th, file 4155, submitting letter from a member, making application for reduced rate on Grain to Madison, Ind., and it was

Moved, That action be deferred until next meeting.

Absorption of C. P. & St. L. Freight and Switching Charges on Shipments from Sheridan, Ill., Via St. Louis to Eastern Cities.

Chairman read letter March 4th, from member on the above subject and it was

Moved, That the subject be tabled.

Exhibits for the Louisiana Purchase Exposition.

(St. Louis World's Fair, 1904.)

This subject last considered Feb. 20th (Proceedings No. 37), and recommendation transmitted to Chairman C. F. A., Feb. 21st.

At meeting today Chairman presented letter from V. Chairman C. F. A., asking an illustration of the application of last clause of Rule 5 and it was decided that members of the Committee could give information desired at C. F. A. March meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 500.

Proceedings No. 40.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 13, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell, by R. M. Fraser.

T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle, by R. M. Fraser.
T. St. L. & W. R. R.—Ed Keane, by R. H. Sheill.
Term'l. R. R. Ass'n.

R. M. Fraser, Chairman.

Committee convened 10:30 a. m.

Cotton Exchange Transportation Committee Conference.

This subject was laid over from 6th, in consequence of Special Committee not being ready to report. At meeting today the Special Committee was not fully represented on account of sickness, and it was

Moved, That the subject be laid over until next meeting.

Cotton Seed Oil, Montgomery, Ala., to Eastern Cities.

This subject last considered at meeting Jan. 23rd. Chairman stated today he had received from all members replies to Circular Letter No. 99, Jan. 12th, submitting letter from Chairman C. F. A. (See proceedings No. 32, Jan. 9th), and after discussion, it was

Moved, That Chairman, C. F. A. be advised that rates on Cotton Seed Oil from Montgomery, Ala., to New York, N. Y., and Guttenburg, N. J., 29 cts., and to India Point and Providence, R. I., 31 cts. are being protected via East St. Louis, divided on per cents as per Info. No. 223, series A, and that since these rates are in effect via Cincinnati and Louisville, it is the sense of the East St. Louis Lines that there is no good reason why they should not be protected via this gateway and it is therefore recommended to the C. F. A. that they be authorized.

Minimum Carload Weight on Barrels.

This subject considered at last meeting and laid over. (See proceedings No. 39.) After consideration at meeting today, it was

Moved, That the subject be tabled.

Signing of Live Stock Contracts by Agents of the Different Roads at National Stock Yards.
Rate on Grain to Madison, Ind.

The above subjects were laid over until next meeting.

Rates on Peaches and Berries to C. F. A. and Trunk Line Territory.

This subject was brought up by letter 10th, file 9681, from Chairman C. F. A., submitting letters from Commissioner Trunk Line Ass'n., which were read and after consideration it was

Resolved, That it is the sense of this Committee that Exceptions to the Official Class'n. C. F. A. Info. 3303, applying on Fruits and Vegetables from the territory described, be modified to exclude Peaches and Berries, which should be carried on the basis provided therefor in C. F. A. Info. No.'s 3847 and 836, series A, on Peaches and Official Class'n. on Berries, provided the same adjustment applies from all Ohio and Mississippi River Crossings.

Representation of This Committee at Proposed Lumber Meeting.

Chairman read letters written to Chairman C. F. A., and T. M., T. St. L. & W. R. R. on above subject, quoting action taken at meeting 6th, also read letter from T. St. L. & W. R. R. to the effect that they had no available representative to send and requested Committee to appoint some one else.

After discussion it was

Moved, That the G. F. A., C. P. & St. L. Ry. be requested to represent this committee at the proposed Lumber meeting, the date and place to be named by Chairman C. F. A.

Virginia Lines Committee Reports.

This subject brought up by the Chairman, who called

attention to the fact that he issued Daily Reports during February, while the rate had been changed but three times and requested instructions as to whether necessary to continue sending report each day. After discussion Chairman was instructed to herafter reissue Virginia Lines Committee Reports only when there was a change in rates.

Rate on Cattle and Hogs to Indianapolis.

Chairman read letter March 4th, file 10077-E from Chairman C. F. A., and was instructed to bring subject up at next meeting.

Distribution of Monthly and Semi-Monthly Reports Issued by This Office.

The representative of Ill. Cent. R. R| brought up subject of sending reports issued by this office to various Officials and Chairman; was requested to ascertain just what reports are sent to the various officials and bring subject up at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Procedings No. 41.

"Complainant's Exhibit Fraser No. 51."

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 20th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
Southern Ry.

L. H. & St. L. Ry.
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.
Term'l. R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Cotton Exchange Transportation Committee Conference.

This subject considered at meeting 13th and laid over, the Committee not being prepared to make report at that time.

At meeting today the Chairman of the Special Committee (through his representative) submitted a Minority Report, as the other members of the Special Committee did not concur in his report, they submitting a Majority Report.

Reports were read and after due consideration the following was adopted:

Moved, That the report of the Special Committee be received and that the Transportation Committee of the Cotton Exchange be advised that the Eastbound Freight Committe does not consider it expedient to make any proposition for the issuance of Bills Lading on Cotton Notes.

Signing of Live Stock Contracts by Agents of the Different Roads at National Stock Yards.

The above subject having been laid over from previous meetings. (See Proceedings No. 40 and 39.) At meeting today after further consideration, the following was adopted:

Whereas, It is the sense of this Committee that it is not expedient for the representative of the Railroad to sign a Uniform Live Stock Contract for account of a shipper, even though he may have his power of attorney to do so, it is,

Resolved, That members of this Committee will instruct their representative not to do so in future and in all cases to require the shipper or his authorized agent to sign Live Stock Contracts. . .

Rates on Grain to Madison, Ind.

This subject was laid over at last meeting.
After a general discussion at meeting today, it was

Moved, That the subject be laid over until after the St. Louis-Cincinnati-Louisville Freight Committee Meeting, March 25th.

Issuing Bills Lading on Surrender of Bills Lading Before Receipt of Traffic From Connections.

This subject considered at meeting Jan. 9th and refferred to Central Freight Ass'n. At meeting today Chairman read letter 15th, file 10226 from Chairman C. F. A., referring it back to this Committee.
After due consideration, it was

Moved, That the subject be tabled.

Rates on Brick, Etc., to C. F. A. Points.

Chairman read letter March 16th, file 10077-Q from Chairman C. F. A., requesting the St. Louis Eastbound Freight Committee to recheck their rates on Brick, making advances correspond with those recently made from Chicago and other points in C. F. A. Territory and the following was adopted:

Resolved, That the rates from East St. Louis on General Brick and articles included in the list be established on the basis of East St. Louis to Terre Haute, $1.35, Indianapolis, $1.50 and to the Gas Belt Points $1.75, the Chairman to send out, by Circular Letter, the rates recommended at meeting today and report same to the Central Freight Ass'n. for approval. (See Circular Letter No. 117, March 21st.)

Rating on Barrel Heading Made of Compound Wood.

This subject was acted upon at meeting Feb. 20th,

and docketed for further consideration at request of a member.

It was

Moved, That further consideration of the matter be deferred until next meeting.

Rates on Sand (Glass and Moulding) to C. F. A. Points.

Chairman read letter March 18th, file 10077-R, quoting resolution adopted by the C. F. A. and suggesting Joint Conference of the Chicago and St. Louis Lines and it was

Moved, That Chairman C. F. A. be advised that the St. Louis Lines are willing to attend a joint meeting for consideration of this subject.

Rate on Cattle and Hogs to Indianapolis.

This subject was last considered at meeting Feb. 27, Proceedings No. 38, and statements given Chairman C. F. A. in letter Feb. 28th, brought up again by letters from Chairman C. F. A.

Laid over until next meeting.

Marking of Each Piece of L. C. L. Freight.

Chairman read C. F. A. Advice Letter No. I-138½, March 18th, on above subject, and it was

Moved, That the Chairman submit the proposition to the members by Circular Letter.

Distribution of Monthly and Semi-Monthly Reports, Issued by This Office.

As requested at meeting 13th the Chairman advised as to the Reports or Statements furnished resident members only, and it was

Moved, That the Chairman address a letter to the resident members of the Committee, asking them what statements they desire furnished to such of their Offi-

cers as they may designate. The replies received to be submitted at next meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 502."

Proceedings No. 42.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 27th, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr., by J. W. Lindsay.
C. & A. Ry.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Grain to Madison, Ind.

This subject considered at meeting 20th and laid over until after Cincinnati-Louisville Freight Committee meeting 25th inst.

At meeting today it was stated that no action was taken on Grain rate at meeting 25th and after discussion, following was adopted by vote as shown below.

Whereas, The Proportional Rate on Grain from East St. Louis to Louisville is 4c per 100 lbs., while the rate

on Grain from East St. Louis to Cincinnati is maintained at 10 cts., and

Whereas, There is certain business reaching inland Distilleries in Kentucky, via Water Routes from Madison and Louisville, which is competitive between the two routes, the St. Louis Eastbound Freight Committee

Recommends, To the Central Freight Ass'n., that a Proportional Rate of 7 cts. per 100 lbs. on Grain, C. L., from East St. Louis to Madison, Ind., be authorized with the understanding that it will not disturb the present adjustment of rates to other points.

Affirmative, 4. Negative, 2. Not voting, 1.

Rating on Barred Heading Made of Compound Wood.

On request of a member it was

Moved, That the subject be continued on docket until next meeting.

Rate Basis on Sublimed Lead, Etc.

On account of absence of Wabash R. R. representative, this subject was ordered laid over until next meeting.

Rate on Bones to Detroit, Mich.

This subject considered at meeting Feb. 20th and recommendation sent to C. F. A. It was brought up again by letter March 18th from Chairman, C. F. A. inquiring whether rate should be applied as proportional rate only.

At meeting today it was

Moved, That Chairman C. F. A. be answered that the rate of 13½ cts. on Bones, C. L., from East St. Louis to Detroit should be authorized to apply locally, same as the rate authorized by Info. No. 4018 on like traffic from Chicago.

Conforming to Official Class'n. Rule No. 24.

This subject considered at meeting 6th and action

taken as shown in Proceedings No. 39, which was communicated to Chairman C. F. A. by letter 7th.

At meeting today letters March 9th and 18th, file 6937, from Chairman C. F. A. were read and after discussion it was

Resolved, That the Chairman C. F. A. be advised that the lines, members of the St. Louis Eastbound Freight Committee, will be governed strictly by Rule No. 24 of the Official Class'n.

Distribution of Reports Issued by This Office.

This subject considered at meeting 20th and Chairman instructed to issue Circular. Replies not having been received from all roads to Circular Letter No. 118, it was

Moved, That the subject be laid over until next meeting.

Percentages, Cairo Via E. St. Louis to Trunk Line Western Termini Points.

This subject brought up by letter March 21st, file I-5 from Chairman C. F. A., Chairman stated he had written letter to the Special Committee, appointed Dec. 19th, to consider the subject of Percentages to Trunk Line Territory, requesting their views. Replies received were read at meeting today and it was

Moved, That this question be referred to the Committee that was appointed Dec. 19th to consider the subject of Percentages to Trunk Line Territory, the Special Committee to be called together to make recommendation to this Committee at next meeting.

The Special Committee: Messrs. Hart, Nichols, Bushnell, Coyle and Taylor.

Rate on Cattle and Hogs to Indianapolis vs. Chicago.

This subject considered at meeting 20th and laid over. At meeting today Chairman read letters March 4th and 23rd from Chairman C. F. A. and it was

Moved, That the matter be referred to Messrs. Nichols and Hodgdon to report at next meeting of the Committee.

Marking of Each Piece of L. C. L. Freight.

This considered at meeting 20th and Chairman instructed to issue Circular Letter. (See No. 120.)

After further consideration of the subject at meeting today it was

Moved, That the subject be laid over until next meeting.

Rates on Cast Iron Pipe from East St. Louis to C. F. A. Points.

This subject last considered at meeting Feb. 20th (See Proceedings No. 37), and final disposition postponed awaiting result of meeting called for Chicago, Feb. 24th for the purpose of arranging a basis for rates from Ohio River Crossings and East St. Louis covering all points in C. F. A. Territory. At meeting today letter March 26th, file H-972½, from Chairman C. F. A. was read, urging further action regarding rates recommended in Circular Letter No. 104, proceedings No. 34, Jan. 23rd, and it was

Resolved, That a meeting of the Rate Clerks be called for Tuesday, March 31st, to consider and report upon the objections made to rates previously checked in, etc.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 503."

Proceedings No. 43.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 3, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell, by R. M. Fraser.
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rating on Barrel Heading Made of Compound Wood.

This subject considered at meeting March 20th and laid over on request of a member.

At meeting today Chairman read letter from the manufacturer of the heading in question and submitted samples of different kinds of heading.

After a very general discussion the following recommendation to the C. F. A. was offered:

Recommended, To the Central Freight Ass'n that the article "Heading" in the list of Articles upon which Lumber rates will apply, as given in various C. F. A. authorities, be changed to read, "Heading, plain or built up."

The vote on this resolution was three (3) affirmative, three (3) negative. The Chairman was instruct-

ed to refer subject to C. F. A. with statement of vote and request that letter vote be taken at once.

Rate Basis on Sublimed Lead, Etc.

Percentages, Cairo via E. St. Louis to Trunk Line Western Termini Points.

Rate on Cattle and Hogs to Indianapolis, vs Chicago.

The above subjects were laid over until next meeting.

Marking of Each Piece of L. C. L. Freight.

This subject was submitted by Circular Letter No. 120, March 23rd, and after consideration at meeting March 27th, was laid over.

At meeting today, it was

Moved, That this subject be referred to the Local Freight Agents Ass'n with the request for a statement as to what is now being done by all lines, members of their Ass'n, and a recommendation from them as to a more effective carrying out of the present classification and rules, also a further recommendation as to whether or not the marking of each piece with the full name should be exacted.

Objections to Brick Rates.

Chairman called attention to Circular Letter No. 123, April 1st, giving copy of letter March 31st, file I-157, from Chairman C. F. A. raising objections to rates recommended from East St. Louis, shown in Proceedings No. 41, March 20th, and Circular Letter No. 117, March 21st, and it was

Moved, That a meeting of the Rate Clerks be called for Wednesday, April 8th, 10:00 a. m. to consider and report upon the objections made to rates previously checked in, etc.

Rates on Cast Iron Pipe.

This subject considered at meeting March 27th and

referred to Rate Clerks. At meeting today Chairman read report of Rate Clerks Meeting, March 31st, which explained correctness of rates shown in Circular Letter No. 104, Jan. 20th, and Proceedings No. 34, Jan. 23rd, and in conclusions:

Further Recommended, Reaffirmation of Circular Letter No. 104, transmitted to Chairman C. F. A. with letter Jan. 20th, the rate to Loveland, Ohio, being corrected to $2.20 as per letter Feb. 11th.

And it was

Resolved, That the report and recommendation be approved and forwarded to Chairman C. F. A. as reply to his letters.

Issuing Bills Lading on Receipts of St. Louis Cotton Compress Co.

This subject brought up by letter April 3rd, from a member which the Chairman read, and it was

Moved, That a Special Committee of three be appointed to consider the question as presented.

Chairman appointed as the Special Committee Messrs. Coyle, Nichols and Hodgdon.

Terms and Conditions for Transportation of Shipments to and from the Louisiana Purchase Exposition Company.

This subject brought up by issuance of C. F. A. Information No. 4178, March 27th, also letter from Chairman C. F. A. dated April 1st, file 2445, asking if the rules in said Information are entirely acceptable to the St. Louis Eastbound Freight Committee and the Chairman was instructed to reply "That Section 7 of Information No. 4178 should not apply at the present time, because construction material is covered by Special Tariffs of the Terminal Roads and Exposition Co. switching, as it is expected that such material will be charged the regular tariff rates up to East St. Louis, plus the construction material charges from East St.

Louis to the Exposition site, until the time designated, as per Section 8, for the general reception of exhibits."

A letter 2nd, file 10125, from Chairman C. F. A. was also read, as follows:

"Referring to Information No. 4178, conditions governing transportation of shipments to and from Louisiana Exposition. Some of the members of this Ass'n state that they have received joint notice from the St. Louis lines that they would require prepayment on all freight, including switching charges, on construction material for the Louisiana Purchase Exposition. As provision to that effect is not embodied in Information 4178, the question arises as to whether or not the lines, members of the St. Louis Eastbound Freight Committee intend to withdraw the notice."

And the following reply was made by letter 3rd, file 4199:

"On anything consigned to the Louisiana Purchase Exposition Co. proper, the Term'n Ass'n and Switching Roads will not exact prepayment of freight charges, but any consignment to contractors or anyone else, except the Louisiana Purchase Exposition Co., should be prepaid, including the switching roads and Exposition Co. Switching charges.

There is a construction material tariff in effect covering switching from St. Louis to the Exposition tracks, of $6.00 per car and $4.00 for switching on Exposition on Exposition Site, making $10.00 from St. Louis, to which must be added the Bridge Tariff Rates from East St. Louis; therefore the Exhibit rates from East St. Louis should not be used on this Construction material."

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Ehibit Fraser No. 504."

Proceedings No. 44.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 10, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell, by C. D. Morris.
T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate Basis on Sublimed Lead, Etc.

The last action on above subject was on March 6th. See Proceedings No. 39, Page 1. The resolution adopted was transmitted 7th to Chairman C. F. A. Letters from Chairman C. F. A. were read and after due consideration, it was

Moved, That the subject be tabled.

Percentages, Cairo via East St. Louis to Trunk Line Western Termini Points.

This was last considered at meeting March 27th and referred to a Special Committee.

The Special Committee submitted report, which was read and after discussion, it was

Moved, That further consideration of the subject be postponed until next meeting.

Rate on Cattle and Hogs to Indianapolis vs. Chicago.

This subject referred March 27th to Messrs. Hodgdon and Nichols for report. Not being ready to report today, it was

Moved, That the subject be laid over until next meeting.

Marking of Each Piece of C. L. Freight.

This subject considered at meeting April 3rd, Proceedings No. 43, and referred to Local Freight Agents Ass'n for information and recommendation. At meeting today letter from Secretary Local Freight Agents Ass'n was read, and it was

Moved, That Chairman C. F. A. be advised that it is the sense of this Committee that the present rules, as provided in the Official Classification, if fully enforced is all that is necessary.

Issuing Bills Lading for Cotton on Receipts of St. Louis Cotton Compress Company.

Above subject was presented at meeting 3rd and referred to Special Committee for report.

The Special Committee not having met to consider the matter, it was

Moved, That the Special Committee be discharged. (Adopted.)

After due consideration and a general discussion of the subject, it was

Moved, That action be deferred until next meeting, members to make necessary investigation and come prepared to discuss the subject further.

Rates on Pig Lead and Spelter to C. F. A. Points.

This subject was brought up in consequence of the rates via Rail and Lake to Buffalo, N. Y., being liable to affect the rates to interior C. F. A. Points. The representatives of lines working through Cleveland

and Toledo thence via Lake having stated that their Lake and Rail Tariffs had been cancelled or amended, effective April 20th, the following was adopted for record:

"The Committee has considered the subject of rates on Pig Lead and Spelter to Buffalo and all lines via Lake Erie Ports have taken action withdrawing the Lake and Rail rate to Buffalo and established a rate of 13½ cents to that point, making no lower rate to C. F. A. Points, except where the authorized basis is lower; that the reports of the Lake and Rail Lines via Chicago indicate that their tariffs have not as yet been corrected, although it is anticipated that they will be, nevertheless the lines in this Committee will maintain the authorized interior rates regardless of any Lake and Rail rates via Chicago to Buffalo."

Rates and Conditions for Transportation of Shipments to and From the Louisiana Purchase Exposition Co.

The Chairman read letter 3rd, file 10125, from Chairman C. F. A. regarding a change suggested in C. F. A. Information No. 4178, first section, Clause "C" and after due consideration of correspondence, it was

Moved, That Chairman C. F. A. be advised that the Committee has considered the subject and do not desire any changes in the rule.

Rates on Brick, Etc.

This subject was considered at meeting April 3rd and referred to Rate Clerks. At meeting today Chairman submitted report of Rate Clerks meeting, April 8th which explained the correctness of rates shown in Circular Letter No. 117, March 21st and Proceedings No. 41, March 20th, and in conclusion:

Recommended, That we reaffirm the rates proposed from E. St. Louis in Circular Letter No. 117 C. F. A. Advice Letter No. I-157, subject to the recommenda-

tion as regards rate to Washington, Mitchell and North Vernon, Ind.

And it was

Resolved, That the report and recommendation be approved and forwarded to Chairman C. F. A. as reply to his letters.

Note.—The rates recommended are to Mitchell and Washington, Ind., $1.50, and to North Vernon, Ind., $1.75 per ton. The letters from Chairman C. F. A. were issued as Circular Letter No. 125 and 123, April 4th and 1st.

Rates on Scrap Iron to Southern Ohio Points from Peoria and East St. Louis Less than from Chicago.

The Chairman stated he received Joint Letter April 4th, file 10079-O, from Chairman C. F. A. to the effect that rates on Scrap Iron from Peoria and East St. Louis were out of line, suggesting that Peoria and East St. Louis Committee arrange for a recheck.

This letter was submitted to Rate Clerks at meeting 8th and they recommend as follows:

Whereas, The rates on Scrap Iron from East St. Louis, as per C. F. A. Info. 4074, were checked in connection with rates from Cairo and as present East St. Louis authorities are based on the established differential of 20 cents per ton under Cairo rates as established by C. F. A. Information No. 3839, it is the opinion of Rate Clerks that the only way to properly establish relative rates from Peoria, Chicago, Cairo and East St. Louis is to have a Joint check of the four Committees for the reason that any check from East St. Louis to line up with present basis from Chicago would undoubtedly destroy the relative basis with Cairo.

And it was

Resolved, That the recommendation of the Rate Clerks be approved and transmitted to Chairman Cen-

tral Freight Ass'n as a reply to his letters April 4th and 8th on this subject.

Is New Orleans Proper Business Being Worked from C. F. A. Points Through St. Louis and Texas Pacific Ry.?

Letter 6th, file 10377, from Chairman C. F. A. was read, and it was

Moved, That the subject be laid over until next meeting.

Interstate Commerce Commission Orders.

The Chairman called attention to letter 3rd, file 10445, from Chairman C. F. A., issued by this office as Circular Letters No. 126 and 127, April 7th.

After discussion it was

Moved, That the subject be laid over until next meeting.

Loading, Unloading and Trackage Charge on L. C. L. Shipments at National Stock Yards.

Chairman submitted letter from a member and it was

Moved, That the subject be laid over until next meeting.

Rate on Boat Oars, Clarendon, Ark., Via Mo. Pac. to Eastern Cities.

Chairman presented letter from a member and after discussion it was

Moved, That the subject be tabled.

Rates on Enameling Plate and Steel Bolsters.

The Chairman called attention to letter 3rd, file 4841, from Chairman C. F. A. (transmitted to members by Circular Letter April 4th, file 4215), and to the fact that there was some difference of opinion as to the proper rates that should apply from East St. Louis, stating that he had been in correspondence with Chairman C. F. A. and it was

Moved, That the Chairman issue Circular Letter promulgating the proper rates to be applied on this traffic from East St. Louis to base points named in C. F. A. Info. 298-A, Jan. 13th, 1900, also to Western Termini of Trunk Lines and that Tariffs would be issued accordingly.

The correct rates referred to are as follows, based on 27½ cts. per 100 lbs., East St. Louis to New York:

Boston, 29½ cts.
New York, 27½ cts.
Philadelphia, 25½ cts.
Baltimore, 24½ cts.
Albany, 26½ cts.
Utica, 25 cts.
Syracuse, 23 cts.
Rochester, 21 cts.
Buffalo, Pittsburg, 17½ cts.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 505."

Proceedings No. 45.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 17, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—E. D. Yoakum, by J. C. Ryan.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell, by C. D. Morris.
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.—P. W. Coyle.

Term. R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—Ed. Keane.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rate Basis on Sublimed Lead, Etc.

This subject considered at meeting 10th and laid on the table.

It was brought up again today and after due consideration, following was adopted:

Moved, That the rate on Sublimed Lead be advanced to the basis of rates now in effect on Barytes, East St. Louis to Western Termini and Trunk Line Points. That the rates on Barytes, Sublimed Lead and Zinc Oxide to C. F. A. Territory be checked on the basis of Western Termini rates on Sublimed Lead, as above established, with the 6th class rates as a maximum. That the Lake Erie and Detroit River Points be checked in as near to the Western Termini maximum as conditions will permit.

It was also

Moved, That a meeting of the Rate Clerks be called to check in the rates and report to this Committee at next meeting.

Note—A meeting of the rate clerks will be called for Tuesday, April 21st, at 1:00 o'clock noon.

Rate on Cattle and Hogs to Indianapolis vs. Chicago.

This subject referred March 27th to Messrs. Nichols and Hodgdon for report. At meeting today the committee reported that this committee recommend that the rate on Cattle and Hogs, East St. Louis to Indianapolis, be made 5th class, 13½ cts. per 100 lbs., and it was

Moved, That the report be received, adopted and Chairman C. F. A. advised accordingly.

Issue of Bills Lading for Cotton on Receipts of the St. Louis Cotton Compress Company.

This subject considered at meeting 10th, and laid over for further consideration.

At meeting today after a general discussion it was

Moved, That the subject matter of letter presented at meeting April 3rd be tabled.

The following was then adopted:

Move you that the Committee, viz.: Messrs. Keane (Chairman), Hart and Penney, appointed at meeting Feb. 27th be requested to confer again with the Cotton Compress Company with the view to getting a proposition that may enable members of this Committee to enter into an agreement with them for the issuance of Receipts or Bills Lading upon their contracts.

Interstate Commerce Commission Orders.

Loading, Unloading and Trackage Charge on L. C. L. Shipments at National Stock Yards.

The above subjects were laid over until next meeting.

Is New Orleans Proper Business Being Worked from C. F. A. Points Through St. Louis and Texas Pacific Ry?

This subject submitted April 10th, and laid over. At meeting today Chairman read letter April 6th, file 10377, from Chairman C. F. A., and it was

Moved, That the Chairman answer Chairman C. F. A. in the affirmative.

Rates from East St. Louis vs. Proportional Rates from Mississippi River Crossing North Thereof to Points in C. F. A. Territory.

Chairman read letter April 14th, file 10307, from Chairman C. F. A. to the effect that a conference between the St. Louis Committee and representatives of interested Western Roads is necessary to dispose of the subject and it was

Moved, That Chairman C. F. A. be advised that this Committee is willing to attend meeting with the understanding that the discrepancies as obtained by Secretary Joint Rate Committee shall be presented to meeting for discussion.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 506."

Proceedings No. 46.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 24, 1903.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. Ry.—E. D. Yoakum, by J. C. Ryan.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols, by E. L. Roederer.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rate Basis on Barytes, Sublimed Lead and Zinc Oxide.

This subject considered at meeting 17th, and referred to Rate Clerks to check in rates in accordance with resolution adopted at that meeting.

Chairman read Rate Clerks report April 21st, and after discussion the following was adopted as this Committee's recommendation to the C. F. A.:

Recommended, To the C. F. A. that the rate on Sublimed Lead be advanced to the basis of rates now in effect on Barytes, East St. Louis to Trunk Line Points, viz.: 23½ cents per 100 lbs., C. L., minimum weight 40,000 lbs., East St. Louis to New York, usual differences to other eastern cities, also

Recommended, To the C. F. A. that the rates on Zinc Oxide in Info. No. 3777 and on Barytes, in Info. Nos. 3863 and 3881, be cancelled, and further

Recommended, To the C. F. A. that advanced rates on Barytes, Sublimed Lead and Zinc Oxide, C. L., minimum 40,000 lbs., be established from East St. Louis to the Basing Points named in minimum Basing Book No. 9, as follows:

To Akron, Ohio, 14½ cents per cwt.
Anderson, Ind., 11 cents per cwt.
Cleveland, Ohio, 14½ cents per cwt.
Columbus, Ohio, 13½ cents per cwt.
Dayton, Ohio, 12 cents per cwt.
Detroit, Mich., 13½ cents per cwt.
Fort Wayne, Ind., 12 cents per cwt.
To Indianapolis, Ind., 10½ cents per cwt.
Kokomo, Ind., 11 cents per cwt.
Marion, Ind., 11 cents per cwt.
Muncie, Ind., 11 cents per cwt.
Toledo, Ohio, 13½ cents per cwt.
Western Termini, 15½ cents per cwt.
Youngstown, Ohio, 14½ cents per cwt.

Percentages Cairo via East St. Louis to Trunk Line Western Termini Points.

This subject referred to a special Committee at meeting March 27th, for report.

This Committee submitted their report at meeting 10th inst., and it was laid over until 17th.

At meeting 17th, it was

Moved, That the report be received and Committee discharged.

After due consideration, it was

Resolved, That the St. Louis Eastbound Freight Committee recommend to the Central Freight Ass'n for adoption the following allowances to the lines, Cairo to East St. Louis:

a. On Traffic from Pro-rating points south and west of Cairo, Ill., when the through rates divide north and south of Cairo on Percentages, in dividing the proportion accruing north of Cairo, lines from Cairo to East St. Louis will be allowed to all western Termini Points 20 per cent.

(In the application of this allowance, no minimum is to be allowed the lines from Cairo to East St. Louis.)

b. On traffic from Non-prorating points south and west of Cairo, Ill., the through rates on which allow the establishment local or proportional rates east of Cairo, the lines from Cairo to East St. Louis will be allowed 20 per cent. (Subject to a minimum allowance of 3 cts. per cwt., from Cairo to East St. Louis.)

In the application for the foregoing, the maximum amount allowed to roads south of East St. Louis shall be the local rate from point of origin to East St. Louis.

Percentages Cairo via East St. Louis to Trunk Line Points.

Chairman read letter April 21st, file 38177-C, from G. F. A., M. & O. R. R. on above subject and after consideration the Chairman was instructed to reply to G. F. A. M. & O. R. R. that the Committee had considered the points raised by him in his letter and are of the opinion that the allowances to the M. & O. R. R. are entirely fair.

Marking of Each Piece of L. C. L. Freight.

This subject was acted upon at meeting April 10th, Proceedings No. 44. Chairman read letter April 15th, from Secretary Local Freight Agts. Ass'n, and it was

Moved, That the subject be tabled.

Issuing of Bills Lading for Cotton on Receipts of St. Louis Cotton Compress Company.

This subject referred at meeting 17th, to the Special

Committee for further conference with Cotton Compress Co., the Committee were not prepared to report, requested more time, and it was

Moved, That the subject be laid over.

Interstate Commerce Commission Orders.

Loading, Unloading and Trackage Charge on L. C. L. Shipments at National Stock Yards.

Consideration of the above subjects was deferred.

Enameling Plate and Steel Bolsters, C. L.

This subject was last considered at meeting 10th, see proceedings No. 44, and Circular Letter No. 128, April 11th, file 4215.

Later advices were received showing that the correct rates to apply from East St. Louis, Ill., are as follows:

To Boston, 30½ cents per cwt.
New York, 27½ cents per cwt.
Philadelphia, 25½ cents per cwt.
Baltimore, 24½ cents per cwt.
Albany, 26½ cents per cwt.
To Utica, 22½ cents per cwt.
Syracuse, 22 cents per cwt.
Rochester, 20½ cents per cwt.
Buffalo and Pittsburg, 18½ cents per cwt.

As shown by Circular Letter No. 131, April 20th, effective May 4th, 1903, and Individual Tariffs are being raised accordingly.

A letter from a member was read, but as no action deemed necessary, it was

Moved, That the subject be tabled.

Rate on Crude Phosphate Rock.

Chairman read letter April 17th, file 10533, from Chairman C. F. A. enclosing copy of letter April 17th, to Messrs. Brent, Jeffries, Keepers, Brister and Campbell, regarding rates on Phosphate Rock, etc., calling

attention to the possibility of Joint Check by local Committees to line up Commodities, etc., and it was

Moved, That Chairman C. F. A. be advised that the question of rates on Crude Phosphate Rock from E. St. Louis will be considered at meeting of Joint Check from Ohio River Crossings and East St. Louis, referred to in his letter.

Rates on Crushed Stone East St. Louis to Cleveland.

Letter April 13th, from a member was read by the Chairman, and it was

Moved, That the road making the application for the rate be requested to furnish information as to the necessity for making the rate and procure a sample of the Commodity that the shippers desire to forward to Cleveland on the rates suggested.

Proportional Rate on Grain to Madison, Ind.

This subject last considered March 27th, proceedings No. 42, see C. F. A. Advice Letter No. I-177 and I-248.

Letter April 18th, from G. F. A. T. H. & I. R. R. was read and following was adopted:

I move you, that in view of the additional facts, presented by the Vandalia Railroad, we again recommend to the C. F. A. the adoption of the rate, shown in Proceedings March 27th, and transmitted to Chairman C. F. A. by letter March 28th, file 4155. A copy of T. H. & I. letter to be also furnished.

Barrels, C. L., B. & O. S. W. Supplement No. 5 to Tariff H-1716 and Wabash Amendment No. 5 to Tariff 29102-E.

Chairman called attention to above supplements. No action taken by the Committee.

Bills Lading on Export Lumber.

Chairman read letter April 20th, from a member submitting letter from Traffic Manager, National Lumber Exporters Association on above subject and was instructed to write Chairman C. F. A. for information

as to whether the Steamship Cos. have decided to recede from their original position and will receipt for the number of pieces Lumber for all parties, etc.

Rates on Corn for Distilling Purposes East St. Louis to Vincennes, Ind.

Chairman read letter April 21st, from a member on the above subject and the following was offered.

Recommended, That the rate on Hot or Damaged Corn, for distilling purposes, be established at 4 cts. per cwt., East St. Louis to Vincennes, Ind.

The members individually decided to not concur in the proposition.

Proportional Rates on Wool from Chicago, Mississippi River, Etc., to Eastern Territory.

Attention was called to C. F. A. Advice Letter No. I-276 which the Chairman read and following was adopted and communicated to Chairman C. F. A. by letter 24th inst., file 4132.

Whereas, It has been demonstrated that it is impossible to hold proportional rates on the traffic for which they are intended and that proportional rates formerly in effect on Wool have invariably been applied locally at Chicago and other Junction points,

Resolved, That we enter an emphatic protest against the establishment of rates as per C. F. A. Advice Letter No. I-276 April 22nd, and recommended that no change be made in the present rates.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 507."

Proceedings No. 47.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 6th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—R. D. Yoakum, by J. C. Ryan.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols, by E. L. Roederer.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Issue of Bills Lading for Cotton on Receipt of St. Louis Cotton Compress Company.

This subject was last considered and referred April 17th, to Special Committee for conference and report. At meeting today Chairman read letter May 7th from Chairman Special Committee submitting copy of letter April 27th, from Prest. St. Louis Cotton Compress Co., together with a copy of the proposed receipt etc., and after consideration of same, it was

Moved, That the members of this Committee be requested to take up the subject with their legal departments with the view of enabling each line to handle cotton on the same basis as now handled by the "Clover Leaf" and to enable them to do so, that the Chairman

furnish members with two (2) copies of the principal blanks and copy of Prest. Julius Lesser's letter dated April 27th, and that no definite action be taken in regard to issuing Bills Lading by any line, until full report on the subject has been received from each after being submitted to their legal departments.

Interstate Commerce Commission Orders Also Loading, Unloading and Trackage Charge on L. C. L. Shipments at National Stock Yards.

This subject was laid over from meeting April 10th, at meeting today in view of C. F. A. meeting called for 12th inst., to consider above and similar matters, it was

Moved, That the above subjects be tabled.

Rate on Crushed Stone East St. Louis to Cleveland.

This subject considered at meeting April 24th, the member bringing up the subject was requested to furnish additional information, etc. The applicant not being prepared today, to submit information asked for, it was

Moved, That the subject be laid over until next meeting.

Bills of Lading on Export Lumber.

This subject considered April 24th, and laid over for information from Chairman C. F. A. as to whether the Steamship Cos. have decided to recede from their original position and will receipt for the number of pieces of Lumber for all parties, etc.

At meeting today Chairman read letter May 6th, file 6937 from Chairman C. F. A. giving information referred to and it was

Moved, That the letter from C. F. A. be included in proceedings and the subject be tabled.

"Chicago, Ill., May 6, 1903.

File 6937.

Dear Sir: Referring to your favor of April 25th, file 4221 relative to agreement which the National Lumber Exporters Ass'n. has entered into with the Trans-Atlantic Steamship Lines:

We understand that the agreement referred to was made between the members of the National Lumber Exporter's Ass'n. and the Trans-Atlantic Steamship Lines and copy of such agreement is enclosed herewith.

It should be understood that this is an Ocean Line Agreement, to which the Inland Lines are not parties and it consequently is not intended in any way to affect the present practice of the inland lines in issuing Export Bills of Lading, furthermore, it only applies to Steamship Lines in the Trans-Atlantic Ass'n. Freight Conference and not to any Steamers or Steamship Lines outside of said Associated Freight Conference."

Rates on Lumber from the West, East St. Louis to C. F. A. Points.

Chairman read letters May 1st and 5th, file 9311-A, from Chairman C. F. A. relative to rates on Lumber from the west forwarded via East St. Louis at proportion of the Cairo rate, and it was

Moved, That it is the sense of this Committee that we advise Chairman Tucker that in consequence of the authority existing for the pro-rating of the Cairo rate on shipments consigned to Trunk Line Territory and the fact that the Cairo rates to C. F. A. Points can also be pro-rated through every other junction except E. St. Louis, it is impracticable for the lines, members of this committee to apply Rule to C. F. A. Info. No. 1878, Dec. 5th, 1899, prohibiting the pro-rating of the Cairo rate, etc., on Lumber, etc., through E. St. Louis and that as the Iron Mountain Railroad publishes a through tariff from Cairo to C. F. A. points, handling the Lumber in question upon that basis, we cannot apply any other rule to shipments handled in connection with other lines leading from Cairo, Gale, Thebes and East Cape Girardeau.

It was also

Moved, That Chairman C. F. A. be requested to submit this to the Central Committee with the view to having same authorized, as this has been the practice for years and cannot be changed.

Note: The Rule in Info. 1878 referred to above is as follows:

"The rates named herein from Cairo and Brooklyn shall not be pro-rated through E. St. Louis.

Rates on Wool.

This subject brought up by letter May 4th, file 9133-A from Chairman C. F. A. to the effect that the Trunk Line Ass'n. declined to approve the proposition to change the Official Class'n. to correspond with Info. 861-A and after due consideration it was

Moved, That Chairman C. F. A. be advised that the East St. Louis Lines are trying to get away from the C. L. rating on Wool and that if the Official Class'n. is not changed so as to do away with the 2nd class rating on 10,000 lbs. basis, it will result in Tub-Washed or Scoured Wool being placed on the 2nd class basis any quantity.

Rates on Exhibits for the St. Louis Fair Association.

At meeting today application for the usual concessions on Exhibits at the St. Louis Fair Ass'n. Oct. 5 to 10th inclusive, was presented, and it was

Resolved, That the application be referred to the Central Freight Ass'n. with recommendation of this Commitee that the same concessions as those of previous years be granted, i. e., full tariff rates will be charged on all exhibits forwarded to the St. Louis Fair to be held in St. Louis, Mo., and that such exhibits (excepting horses and mules) if unsold and re-shipped from St. Louis within 30 days after the close of the Fair, may be returned free at owner's risk to the original forwarder at the original point of shipment by the Railway Co. which carried same, upon presentation of

the original bills of lading, or contract or paid freight bill, together with a certificate signed by the proper officers of the Fair to the effect that the shipments are unsold exhibits which have paid full tariff rates one way, such certificates to be attached to the manifest of each shipment. Full tariff rates to be charged in both directions on horses and mules.

N. B.: The request made last year was granted as shown by C. F. A. Info. Nos. 3617 and 767, series A.

Rates on Sulphide Ore C. L. E. St. Louis to Rosslyn Station, Pa., P. C. C. & St. L. Ry. Coming from Iola, Kas.

Chairman read letter from a shipper making application for Commodity Rate on Sulphite Ore, etc.

After consideration of the subject, it was

Moved, That the Chairman reply to the applicant asking them to have their rates fixed west of East St. Louis and have application for rates east of East St. Louis made by a Western Line.

Rates on Barytes.

This subject was last considered Apr. 24th, proceedings No. 46 brought up by letter from Chairman C. F. A., file I-314, May 6th, making enquiry as to whether rates proposed will apply on ground Barytes as well as Barytes in the rock.

After discussion, it was

Moved, That the Chairman advise Chairman C. F. A. that the rates named apply on Ground Barytes as provided for in C. F. A. Info. 842-A—3863 and 3881.

Rates on White and Red Lead.

Chairman read telegram May 7th, from Chairman C. F. A. calling attention to Supplement No. 5 to T. St. L. & W. R. R. No. 201 naming 6th class rates on White and Red Lead to Eastern cities.

No action takes by the Committee.

Application for Membership in the Committee.

Chairman read letter May 6th, file T-8583 from C. F. A., C. & E. I. R. R. (Frisco System) making application for membership in the Committee, and it was

Moved, That the application be accepted and G. F. A. Campbell notified accordingly.

Next Meeting of the Committee.

Attention was called to C. F. A. meeting being next week, etc., and it was

Moved, That the next meeting of this committee be held on Friday, May 22nd.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 508."

Proceedings No. 48.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 22nd, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. R. R.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern R. R.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.
There were also present:
E. J. Knickerbocker. A. D. Lightner, C. & E. I. R. R. (Frisco System.)

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Proportional Rate Pyrites Screening or Sulphur Ore, East St. Louis to Cleveland.

Chairman read letter May 15th, file 2721 from A. G. F. A., T. St. L. & W. R. R. making application for rate of $2.20 per gross ton on Pryites Screening or Sulphite Ore, E. St. Louis to Cleveland, Ohio, to take the place of Supplement No. 6 naming rate of $2.00 per gross ton.

The T. St. L. & W. R. R. representative stated that since writing the letter Supplement No. 11 to I. C. C. 210 and G. F. D. 391 was issued May 21st, effective June 4th, making rate $2.20 per gross ton.

During the consideration of the subject it was stated that the whole proceedings was irregular, and it was

Moved, That the subject be referred to the Gen'l Committee as an irregular tariff.

Rates and Minimum Weights on Wool.

This subject last considered at meeting May 8th, see proceedings No. 47 and again brought up by letter May 11th, file 9133-A from Chairman Tucker which was read and after consideration it was

Moved, That the subject be tabled.

Rates from E. St. Louis vs. Proportional Rates from Miss. River Crossings North Thereof to C. F. A. Points.

Chairman read letter May 11th, file 10307 from Chairman C. F. A. calling attention to recommendation as set forth in proceedings of Conference Meeting in C. F. A. Rooms, Chicago, May 7th, 1903, of Eastbound Road from E. St. Louis and Upper Miss. River Crossings, etc.

The disposition of the subject being entirely satisfactory, it was

Moved, That the correspondence be filed and subject stricken from the docket.

Rate on Corn to Vincennes, Ind.

This subject was considered at Meeting April 24, proceedings No. 46, and by consent submitted to C. F. A. by letter May 4th.

Chairman read letter May 18th, file 10626 from Chairman C. F. A. advising that subject was considered at C. F. A. meeting 14th inst., and it was decided that the rate should not be approved. No action necessary by the Committee. Papers filed.

Rate on Crushed Stone to Cleveland, Ohio.

This subject considered at meeting April 24th, proceedings No. 46, and laid over for further information.

Chairman read letter May 11th, file R-A 24966 withdrawing the above subject.

No action necessary by the Committee. Papers filed.

Rate on Grain to Madison, Ind.

This subject considered at meeting April 24, proceedings No. 46. Chairman read letter May 19th, file I-307 from Chairman C. F. A. stating that the C. F. A. roads again decline to approve the proposition. No action necessary by this Committee. Papers filed.

Rates on Bulk Salt.

Chairman read letter May 20th, file 10695, from Chairman C. F. A. calling attention to Wabash Tariff No. 28777 corrected Nov. 17th, 1902, naming rate of $1.46 per net ton East St. Louis to Detroit, Mich., on Bulk Salt.

After discussion, it was

Moved, That the subject be laid over until next meeting for further consideration.

Non-Advancement of Drayage Charges on Shipments.

Chairman read C. F. A. Advice Letter No. I-388 May 20th on above subject, and it was

Moved, That the papers be placed on file.

Switching, Cartage, Stop-Overs, Re-Consigning, Etc.

Chairman called attention to C. F. A. proceedings Special Meeting May 12th-14th on above subject. No action taken by this Committee.

Rate and Minimum C. L. Weight on Rags, Waste Paper and Paper Stock

Chairman read letters May 9th and 20th, file Information 3900 from Chairman C. F. A. referring to action at meeting Feb. 20th, proceedings 38 Page 3, on above subject and after discussion, it was

Moved, That further consideration of the subject be deferred until next meeting.

Absorption of Switching in St. Louis.

It having been stated that there was some doubt as to the course to be pursued by the C. & E. I. R. R. on above subject, Mr. E. J. Knickerbocker, D. F. A., C. & E. I. R. R. (Frisco System) said: "It is the purpose of the C. & E. I. R. R. to act as an East St. Louis Line only and that no switching to or from Industries in St. Louis will be absorbed except when in competition with the Wabash R. R."

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 509."

Proceedings No. 49.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 29th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—

C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern R. R.—R. A. Campbell, by C. D. Morris.
T. H. & I. R. R.—
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Bulk Salt East St. Louis to Detroit.

Moved, That this subject be laid over for further information.

Is New Orleans Proper Business Being Worked From C. F. A. Points Through St. Louis and Texas & Pacific Railway?

This subject last considered at meeting April 17th (See proceedings No. 45.)

As instructed Chairman C. F. A. was advised April 17th and reply received May 25th, file 10377, which the Chairman read, and after discussion the following was adopted:

Moved, That Chairman C. F. A. be replied to and it is the sense of this Committee that there is nothing irregular in the pro-rating of rates between C. F. A. Territory and Texas & Pacific Ry. Points taking the New Orleans basis of rates, via St. Louis and West side Lines and that the operation of the Pro-rating arrangements via that route does not in any way conflict with Information No. 2661.

Minimum Carload Weight on Paper Stock, Information No. 4050, East St. Louis to Allegan, Mich. and Vincennes, Ind.

This subject last considered at meeting May 22nd, and laid over.

At meeting to-day Chairman read letters from Chairman C. F. A. Feb. 25th, file Information 4040, May 9th and 20th, file Information 3900, and the following was adopted.

Moved, That it is the sense of this Committee that we should take the same action as is taken or supposed to be taken by the Chicago Committee, as indicated in letter Feb. 25th, Information 4050 from Chairman C. F. A. as follows:

"Information Circular No. 4050 Feb. 11, authorizes rate of 4½ cents to Allegan, and 6 cents to Vincennes from East St. Louis on Rags, Waste Paper and Scrap Paper, pressed in bales, subject to minimum weight of 30,000 lbs.

"In the same issue are rates on like traffic from Chicago and the Chicago Freight Committee has agreed that Rule 5-C shall not govern in connection with these special rates on Paper Stock, and it is therefore thought that East St. Louis lines should agree not to use Rule 5-C of Official Class'n. on shipments from East St. Louis subject to the Special rates above referred to."

Percentages, Cairo via East St. Louis to Trunk Line Western Termini Points.

This subject last considered at meeting April 24th, see proceedings No. 46, Chairman C. F. A. advised by letter April 25th, and replied May 26th, file I-306 to the effect that he deemed it best to refer subject to Committee on Relation with Southern Roads and it was

Moved, That further consideration of the subject be deferred until action has been taken by the Committee on Relations with Southern Roads.

Application of the C. & E. I. R. R. (Frisco System) for Membership in the Committee.

This subject last considered at meeting May 8th,

see proceedings No. 47. As instructed Chairman wrote G. F. A., C. & E. I. R. R. and received reply dated May 22nd., file T-8583 returning signed copy of Articles of Organization, also letter regarding instructions as to furnishing copies of Calls for meetings, Proceedings, Special Notices, etc., and it was

Moved, That the Communication be placed on file and request be complied with.

Rates on Pig Lead and Spelter.

This subject brought up by letter from a member and after consideration, it was

Recommended, To the Central Freight Association that it is the sense of this Committee that a basing rate on Pig Lead and Spelter, C. L., minimum weight as per Official Class'n. be established at 13 cents per 100 lbs., East St. Louis to Grand Rapids, Michigan.

Lumber From St. Louis Proper Billed as From Beyond.

This subject brought up by letter from Chairman C. F. A. submitting letter from Chief Inspector which was read.

Chairman also read letters which were written A. G. F. A., C. & A. and A. G. F. A., B. & O. S. W. R. R. The reply received from A. G. F. A., C. & A. was read. A. G. F. A., B. & O. S. W. R. R. stated that he would give Chairman reply to his letter as soon as he had concluded his investigations, and it was

Moved, That the Chairman pursue his investigation and report at next meeting.

Rates on Cotton.

This subject brought up by letter May 28th, from G. F. A., T. H. & I. submitting letter May 25th, file 247 from G. F. A., M. K. & T. R. R., which the Chairman read and it was

Moved, That action on this subject be deferred until G. F. A. Hodgdon is present.

Issue of Bills of Lading for Cotton on Receipt of St. Louis Cotton Compress Company.

This subject last considered May 8th, see proceedings No. 47 and Circular Letter No. 137, May 9th.

At meeting today Chairman was instructed to write each member to endeavor to get reply from their attorney and come prepared to dispose of the subject at next meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 510."

Proceedings No. 50.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 5th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry. —
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.—
Southern R. R.—R. A. Campbell.
T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed Keane.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Bulk Salt, East St. Louis to Detroit, Mich.

This subject considered at meeting May 22nd and 29th, and laid over for further information.

At meeting today Chairman read correspondence had at time rate was authorized to Cleveland. (See Information 3781) and after discussion the following reply to Chairman C. F. A. letter May 20th, file 10695 was authorized.

"The Wabash representative having stated that they were unwilling to withdraw the rate of $1.40 per net ton, as per Wabash Salt Tariff No. 28777, corrected I. C. C. 1087, corrected Nov. 17th, 1902, and the present general basis now in use on Salt not having been authorized by the Central Freight Ass'n., the subject was laid on the table."

Lumber from St. Louis Proper, Billed as from Beyond.

This subject laid over from meeting 29th ult., for further information. The replies from both C. & A. and B. & O. S. W. R. R. having been received, it was

Moved, That Chariman C. F. A. be advised that after carefully investigating the matter it appears that the transactions mentioned in Chief Inspector's letter May 21st, file A-7596 could not have happened, except by the unauthorized action of the Wiggins Ferry Co., and that the matter has been taken up with them and an understanding reached that they will in future lend their aid to Eastern Lines in the application to the proper rates."

Rates on Cotton.

This subject laid over from May 29th.
After consideration at meeting today, it was

Moved, That inasmuch as this subject is on the docket for consideration at C. F. A. meeting, June 10th and 11th the subject be laid on the table.

Issue of Bills of Lading for Cotton on Receipt of St. Louis Cotton Compress Company.

As instructed at meeting 29th, Chairman placed this subject on docket for consideration today.
After members reported opinions of their attorneys and a general discussion on the subject, it was

Moved, That action on the subject be postponed until next meeting with the view of all lines joining in a movement toward making the St. Louis Cotton Compress Co. Joint Agents of the Eastbound Roads, constituting their warehouse a Joint Depot and providing such safeguards and guarantees as may be necessary for the full protection to lines undertaking to handle shipments of cotton therefrom and that a Committee of three be appointed, the Chairman to be Chairman Ex-Officio, with the view to conferring with the St. Louis Cotton Compress Co. to that end and make report to this Committee.

It was also

Moved, That Messrs. Hart, Hodgdon and Nichols be appointed as the Committee.

When You Issue Receipt or Bill Lading for P. H. P. from National Stock Yards Do You Insert "Shippers Load and Count?"

This subject brought up by letter from a member which was read and after discussion it was

Moved, That consideration of the subject be postponed until next meeting.

Advancing Charges or Drayage to Private Teams.

This subject brought up by letter from Chairman Southern Freight Ass'n. which was read and it was

Moved, That Chairman Southern Freight Ass'n. letter be sent to the members by Circular Letter.

Rates and Minimum Carload Weight on Cooperage.

This subject brought up by letter May 29th, file I-69 from Chairman C. F. A. which was read and after discussion, it was

Moved, That the Chairman take the subject up with the lines operating the unauthorized minimum weights with the view to having them cancel their tariffs and report at next meeting.

Subjects on Circular Letters No. 138, 139 and 140.

Chairman called attention to Circular Letters mentioned above, being reprint of C. F. A. Advice Letter No. I-443½, I-441½ and I-442½ and the following were adopted:

"Ferry Car" and "Town" Car Freight. (C. F. A. Advice Letter I-443½.)

Moved, That Chairman C. F. A. be advised that the Committee has considered this subject and is of the opinion that if the practice can be abolished at other points in C. F. A. Territory, it can be stopped here.

Railroad Companies Bearing the Expense of Loading and Reloading Freight Traffic (C. F. A. Advice Letter I-441½.)

I move you, that Chairman C. F. A. be advised that it is the custom of roads, members of this Committee to bear the expense of loading and unloading Live Stock at National Stock Yards, but the Committee is willing to consider the discontinuance of the practice, with the rest of the Association.

Payment of Cartage and Drayage by Railroads. (C. F. A. Advice Letter I-442½.)

I move you that Chairman C. F. A. be advised that there are no cartage or drayage arrangements at St. Louis or East St. Louis.

Rates on Sublimed Lead, White and Red Lead and Litharge.

This subject last considered at meeting May 8th, proceedings No. 47. At meeting today letter May 29th, file 9069 from Chairman C. F. A. was read to the effect that the Central Committee recommended that the rates be restored to Official Class'n. basis at earliest possible date.

After discussion and in consequence of several members being absent, it was

Moved, That the subject be laid over until next meeting.

Letter from a Member Regarding Unauthorized Percentage Basis Applied from Quincy to Hannibal.

This subject brought up by letter from a member, which Chairman read and it was

Moved, That action be postponed until next meeting.

Virginia Lines Committee Daily Reports of Export Rates and Engagements.

This subject last considered March 13th, proceedings No. 40. The Chairman stated that no report had been received from the Va. Lines since May 4th. Being unable to obtain a satisfactory explanation as to the cause of reports being discontinued the matter is referred to the Committee.

After a general discussion on the subject with statements as to the changed conditions in making rates through the several ports of export, it was deemed unnecessary to continue the reports and none be expected from the Va. Lines.

In view of C. F. A. meeting in Chicago, 10th and 11th, meeting adjourned to Friday, June 19th, 10:30 a. m.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 511."

Proceedings No. 51.

ST. LOUIS EASTBOUND FREIGHT COMMITTE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 23, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—E. J. Knickerbocker.

C. C. C. & St. L. Ry.—E. L. Roederer.
C. P. & St. L. Ry.—
I. C. R. R.—
L. H. & St. L. Ry.—
Southern R. R.—R. A. Campbell.
T. H. & I. R. R.—Wm. Hodgdon.
Term. R. R. Ass'n.—
Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates and Minimum C. L. Weights on Cooperage.

Chairman stated that he had taken the subject up as instructed at meeting 5th inst., by the issue of Circular Letter No. 143, June 8th, and received replies from all lines, except two. The letters were read and after discussion, it was

Moved, That action on the subject be deferred.

Rates on Sublimed Lead, White and Red Lead and Litharge.

This subject last considered June 5th and laid over.

After further discussion of the subject today, it was

Moved, That this subject be deferred until all are present, who, have in effect the unauthorized tariffs.

Issue of Bills of Lading for Cotton on Receipts of St. Louis Cotton Compress Company.

This subject last considered 5th inst., and referred to a special committee. At meeting today the Special Committee asked for more time, as the Committee were not prepared to make report, which was granted.

When You Issue Receipt or Bill Lading for P. H. P. From National Stock Yards Do You Insert "Shippers Load and Count"?

This subject last considered at meeting 5th inst., and laid over.

After discussion to-day a member stated he would like to see an agreement reached in the Committee to the effect that members would not issue Clear Bills of Lading unless the shipments were counted by the railroads.

As all representatives were not prepared to enter into such an agreement, it was

Moved, That the subject be tabled.

Advancing Charges or Drayage to Private Teams.

This subject brought up by letter from Chairman So. Frt. Ass'n. (See Circular Letter No. 141 June 8th) which was considered at last meeting and laid over.

After further consideration at meeting to-day it was
that members of this Committee are not prepared to adopt the rules referred to in his letter and subject be laid on the table.

Letter From a Member Regarding Unauthorized Percentage Basis Applied From Quincy and Hannibal.

This subject last considered 5th inst., in connection with C. F. A. subject 4358, June 1902, and laid over.

At meeting to-day, it was

Moved, That the subject be laid on the table.

Rates on Cotton From Texas and Indian Territory.

This subject last considered on 5th inst. (See proceedings No. 50) and brought up again by letter from a member which the Chairman read and after discussion, it was

Moved, That the subject be laid on the table.

Application for Proportional Rates on Fruits and Vegetables From St. Louis.

This subject brought up by letter June 6th., file I-306 from Chairman C. F. A., which the Chairman read, and it was

Moved, That Chairman C. F. A. be advised that it is the understanding of this Committee that all lines are complying with the terms of the C. F. A. Information 3303 and apply the same only on shipments originating west of the West bank of the Mississippi River and he be asked for specific reference to any shipments that are being handled at variance with this rule.

Proportional Rate on Grain to Madison, Ind.

This agreement considered April 24th, proceedings No. 46, and recommendation made to C. F. A. At meeting May 22nd, letter was read from Chairman C. F. A. to the effect that roads declined to approve the proposition, etc., and papers were ordered placed on file. At meeting to-day Chairman read letter June 8th, from Chairman C. F. A. to the effect that if the grain move under rate requested would in all cases originate west of the Mississippi River, there was a possibility of objections being withdrawn, etc. After discussion the G. F. A., T. H. & I. R. R. stated they were willing to make their tariff read on traffic west of the Mississippi River and suggested that Chairman C. F. A. be so notified. The Chairman to take subject up with road interested requesting that tariff be made to conform thereto.

Percentages Cairo via East St. Louis to Canadian Points.

This subject brought up by letter June 22nd, file R-1568 from A. G. F. A., B. & O. S. W. R. R., which was read and the following was offered:

Move you that a meeting of the Rate Clerks be called to check in rates and divisions on Lumber from Cairo via East St. Louis to Canadian Points.

All members not favoring the proposition it was decided unnecessary to call meeting and it was

Moved, That the subject be tabled.

Minimum Charge on Peddler Cars Loaded With Dressed Beef.

This subject brought up by letter June 20th, file 10445 from Chairman C. F. A. which was read, and after discussion, it was

Moved, That action on the subject be postponed until next meeting. In the meantime Circular Letter to be issued to resident members giving copy of Chairman C. F. A. Letter (See Circular Letter No. 146.)

Rate on Paper Stock, C. L., C. F. A. Onfo. No. 4050 vs. Rate to Terre Haute, 6th Class.

This subject brought up by letter June 22nd, file 10278 from Chairman C. F. A. which was read and after careful consideration on the subject it was

Moved, That we recommend to C. F. A. that all the rates on Paper Stock, named on C. F. A. Information No. 4050, Feb. 11th, 1903, be cancelled.

Rates on Watermelons.

This subject brought up by letter June 20th, file Y-8 from E. B. Lane, Chairman (A. G. F. A., Mo. Pac.) addressed to the Chairman, which was read and after discussion, it was

Moved, That a meeting of the Rate Clerks be called for to-morrow to check up the proposed rates with existing authority, viz., Information 1557 and result reported to meeting Friday 26th.

Note.—Chairman instructed, if proposed rates check up with Information 1557 as to the rates allowed east of the River to notify Chairman Lane of their acceptance, if not, the subject to be further considered at next meeting.

Rates on Brick, Etc.

This subject brought up by letter from a member making application for rate of $3.00 per ton to Pittsburg, Pa.

Chairman read letter referred, and it was

Moved, That this Committee recommend to the C. F. A. the restoration of the $3.00 per ton rate on Brick and articles taking same rates, East St. Louis to Western Termini of the Trunk Lines and that C. F. A. Information 4237 and 4238 be amended accordingly.

Cancellation of Unauthorized Rates on Sash Doors and Blinds Published by Western Roads.

This subject brought up by letter June 18th, file 7362 from Chairman C. F. A. which was read, and it was

Moved, That the subject be deferred until next meeting, in the meantime Circular Letter to be issued to members giving copy of Chairman C. F. A. letter (See Circular Letter No. 147.)

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 512."

Proceedings No. 52.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 26th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—R. D. Yoakum, by R. M. Fraser.
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—William Hodgdon.
Term. R. R. Ass'n.—
Wabash R. R.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates and Minimum Carload Weights on Cooperage.

Issue of Bills of Lading for Cotton on Receipt of St. Louis Cotton Compress Co.

Cancellation of Unauthorized Rates on Sash Doors and Blinds Published by Western Roads.

Minimum Charge on Peddler Cars Loaded With Dressed Beef.

Full C. L. Rate and C. L. Minimum Weight to Farthest Destination.

Sending Irresponsible Parties With Shipments of Live Stock.

Above subjects laid over until next meeting.

Through Rates and Divisions on Melons From Missouri.

Moved, That Chairman So. Frt. Ass'n. be advised

This subject considered at meeting 23rd, and referred to Rate Clerks for report.

At meeting to-day Chairman stated that as instructed, meeting of Rate Clerks had been called and their report submitted in Circular Letter No. 148. The following was adopted after consideration of the subject:

Moved, That reply be made to letter June 20th, file Y-8 from E. B. Lane, Chairman Western Roads Committee, in line with report of the Rate Clerks (Circular Letter No. 148) to the effect that it is impossible for the Eastern Lines to properly consider the matter with information furnished and it appears quite necessary for the lines he represents to compile tariffs and division sheets and submit same for approval.

Shall Change be Made in Next Amendment Issued to Minimum Basing Book No. 9 Recommended in Proceedings of Rate Clerks Meeting?

Chairman called attention to recommendation of

Rate Clerks at meeting 24th (See Circular Letter No. 148) as follows:

Recommended, That the rates at Stations on P. C. C. & St. L. Ry. West of LaFayette Ind., Isleta and Newcomerstown, Ohio, now taking Marietta "X" basis be changed to Youngstown "W" basis and that C. C. C. & St. L. Ry. Stations, Hunters, Mt. Comfort, Mohawk, Maxwell, Willow Branch and Wilkinson, Ind., now taking the Cincinnati "L" basis be changed to the Anderson "K" basis.

And it was

Moved, That the Rate Clerks report be received, adopted and Minimum Basing Book amended accordingly.

Shall Notice be Issued Cancelling Special Notice 1105 and Amendment?

The Chairman called attention to the fact that the issue of Special Notice No. 1315, March 30th, 1903 (reprint of C. F. A. Information 894 and 897, Series A, March 23rd and 24th, 1903), and Special Notice No. 1344, June 24th, 1903 (reprint of C. F. A. Information 4412, June 19, 1903) abrogated a part of Special Notice No. 1105, viz.: Special Notice 437, Aug. 9th, 1899 (reprint of C Circular 1173-1609 and 1622, dated Sept. 1st, 1890, Sept. 9th and Oct. 13th, 1893) and requested instructions as to whether the Special Notice should be reprinted with the necessary changes.

After discussion the Chairman was instructed to use his judgment in the matter.

Rates on Sublimed Lead, White and Red Leads, Litharge and Zinc Oxide.

This subject was last considered at meeting 23rd, and laid over. At meeting to-day Chairman called attention to letters June 24th, and 20th, file 9069 from Chairman C. F. A. urging consideration and recommendation on the subject, etc.

Chairman also called attention to resolution adopted at meeting 5th inst., to the effect that rates be restored to Official Class'n. basis stating that he had received affirmative vote from all members, except two. After further consideration on the subject it was

Moved, That report be made to the C. F. A. that the subject had been carefully considered and that unanimous action cannot be secured upon the proposition to advance the rates on Sublimed Lead, White Lead, Red Lead and Litharge to the Official Class'n. basis, and in view of the fact that it does not appear practicable to advance present rates on Pig Lead, the control of same being entirely outside of this Committee or lines in this section, the Committee as a compromise

Recommended, To the Central Freight Ass'n. that the rate on Sublimed Lead be advanced to the basis of rates now in effect on Barytes, East St. Louis to Trunk Line Points, viz.: 23½ cts. per 100 lbs. C. L. minimum weight 40,000 lbs., East St. Louis to New York, usual differences to other eastern cities, also

Recommends, To the Central Freight Ass'n. that the rates on Zinc Oxide in Information No. 3777 and on Barytes in Information Nos. 3863 and 3881 be cancelled, and further

Recommends, To the Central Freight Ass'n. that advanced rates on Barytes, Sublimed Lead and Zinc Oxide, C. L. minimum 40,000 lbs. be established from East St. Louis to the Basing Points named in Minimum Basing Book No. 9 as follows:

To Akron, Ohio, 14½ cts. per cwt.
Anderson, Ind., 11 cts. per cwt.
Cleveland, Ohio, 14½ cts. per cwt.
Columbus, Ohio, 13½ cts. per cwt.
Dayton, Ohio, 12 cts. per cwt.
Detroit, Mich., 13½ cts. per cwt.
Ft. Wayne, Ind., 12 cts. per cwt.
Indianapolis, Ind., 10½ cts. per cwt.

Kokomo, Ind., 11 cts. per cwt.
Marion, Ind., 11 cts. per cwt.
Muncie, Ind., 11 cts. per cwt.
Toledo, Ohio, 13½ cts. per cwt.
Western Termini, 15½ cts. per cwt.
Youngstown, Ohio, 14½ cts. per cwt.
And further

Recommends, To the Central Freight Ass'n. the establishment of a Commodity Rate on Lead, White and Red and Litharge, in straight and mixed carloads, minimum weight 40,000 lbs. (valuation restricted to $1.25 per ton) on basis of 6th class rates, East St. Louis, Ill. to points east of Western Termini of the Trunk Lines; rates to Western Termini of the Trunk Lines and other C. F. A. points to be on Official Class'n. basis.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 513."

Proceedings No. 53.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 3rd, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—William Hodgdon.
Wabash R. R.—

Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates and Minimum Carload Weights on Cooperage.

Sending Irresponsible Parties With Shipments of Live Stock.

Above subjects were laid over until next meeting.

Cancellation of Unauthorized Rates on Sash, Doors and Blinds, Published by Western Roads.

This subject was on the docket for meetings June 23rd and 26th and laid over. Circular Letter No. 147 having been issued giving letter June 18th, file 7362 from Chairman C. F. A. after discussion at meeting to-day, it was

Moved, That Chairman C. F. A. be advised that as a number of the lines, members of the St. Louis Eastbound Freight Committee interchange traffic with the Ill. Cent., C. B. & Q. and C. R. I. & P. and other lines, operating from the Mississippi River, at Junctions other than East St. Louis, it is felt that the matter cannot be acted upon in this Committee and should be handled by the C. F. A. as a whole.

Minimum Charge on Peddler Cars Loaded With Dressed Beef, Full C. L. Rate and C. L. Minimum Weight to Farthest Destination.

This subject on the dockets for meeting June 23rd and 26th and laid over. Circular Letter No. 146 having been issued giving copy of letter June 20th, file 10445 from Chairman C. F. A. and at meeting to-day it was

Moved, That the roll be called to determine whether any of the East St. Louis Lines operate Peddler cars

east of the Indiana-Illinois State Line and in case the Chairman find that no such peddler cars are being operated, Chairman C. F. A. be advised accordingly.

Vote being taken on the resolution resulted as follows:

B. & O. S. W. R. R.—We do not operate any.
C. P. & St. L. Ry.—We do not operate any.
C. C. C. & St. L. Ry.—None.
I. C. R. R.—None.
T. St. L. & W. R. R.—We operate none beyond the Indiana-Illinois State Lines.

Note.—The Chairman to secure the votes of the absentees.

Rates on Sublimed Lead, White and Red Lead and Litharge.

This subject last considered at meeting June 26th (Proceedings No. 52) and Chairman C. F. A. advised in letter June 27th the resolution adopted at that meeting.

The subject is brought up again by letter June 29th, file 9069 from Chairman C. F. A. requesting vote in detail as to restoring rates on above Commodities to Official Class'n. basis, etc, which the Chairman read and after discussion, it was

Moved, That Chairman C. F. A. be advised that the result of vote on the proposition as per his letter May 29th, to advance the rates to Official Class'n. basis was nine in affirmative, two roads not voting. The two roads not voting were the Wabash and the T. St. L. & W. At a subsequent meeting the result was a compromise proposition as presented in letter June the 27th.

Rate From East St. Louis on Rice via K. C. So. Ry. From Beaumont, Texas, Etc.

This subject brought up by letter June 29th, file 10854 from Chairman C. F. A. enclosing correspond-

ence with G. F. A., K. C. So. Ry., which was read and it was

Moved, That the application be declined.

Issue of Bills Lading for Cotton on Receipts of St. Louis Cotton Compress Company.

At meeting June 5th (Proceedings No. 50) this subject was referred to a Special Committee to confer with the St. Louis Cotton Compress Co. and report result. At meeting to-day the Special Committee made their report and the Chairman was instructed to issue Circular Letter sending three (3) copies to resident members only, the subject to be further considered at next meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 514."

Proceedings No. 54.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 10th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr., by F. L. Tettemer.
C. & A. R. R.—R. D. Yoakum.
C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R. —
L. H. & St. L. Ry.—
Southern R. R.—R. A. Campbell, by C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—

Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rates and Minimum C. L. Weights on Cooperage.

This subject considered at previous meetings and laid over. (See proceedings No. 51, 52 and 53.)
At meeting today, it was

Moved, That the subject be laid over on account of the absence of Wabash R. R. representative.

Cancellation of Unauthorized Rates on Sash Doors and Blinds, Published by Western Lines.

This subject considered at meeting 3rd inst., (See proceedings No. 53) and as instructed Chairman C. F. A. was notified of action taken and reply received dated July 6th, file 7362 to the effect that he did not agree with the Committee that the matter should be acted upon by C. F. A. and urged further consideration, and it was

Moved, That the Chairman reply to Chairman C. F. A. that our opinion still stands, as expressed in former communication, but if he will furnish us with a copy of the notice given by the Peoria and Chicago lines to the western roads, we will consider the matter further.

Sending Irresponsible Parties with Shipments of Live Stock.

This subject submitted at meeting June 26th, and laid over until today.
After due consideration of the subject today, it was

Resolved, That copies of the instructions recently given by Railroad Officials to Live Stock Agts. at Chicago, etc., regarding the issue of Transportation to men in charge of Live Stock be furnished to resident

members to be endorsed and transmitted as instructions to their prospective agents.

Copies (4) of Circular Letter No. 155 sent only to each resident member.

Letter from Chairman C. F. A. Suggested Recheck of Proportional Rates on Phosphate Rock in Line With Cincinnati.

This subject brought up by letter July 6th, file 10077-P from Chairman C. F. A. which was read and after discussion, it was

Moved, That Chairman C. F. A. be notified that the E. St. Louis lines are not especially interested in the Phosphate Rock rates and will be satisfied to have their rates checked in on basis of 20c per ton less than agreed to from Cairo, this being the authorized differential under Cairo, as now in effect and authorized in C. F. A. Info. 3993.

Conference Meeting of the Cairo-Thebes, Etc. Lines with the St. Louis Eastbound Frt. Committee on Basis for Rates and Rate Sheet from Ohio River Crossings and East St. Louis.

The Chairman read letter 8th, file 10241 from Chairman C. F. A. suggesting meeting at Chicago, Thursday 16th inst., and it was

Moved, That the Chairman reply to Chairman C. F. A. that it would be more agreeable to the St. Louis Committee and in their opinion not unreasonable, to have the Cairo-Thebes Lines come to St. Louis for the meeting suggested. The date mentioned (16th inst), will be satisfactory, is advised.

Letter from M. & O. R. R. Referring to S-N 13¼ and Asking for Complete List of Western Termini Points.

Chairman read letter July 1st, file 83591 from G. F. A., M. & O. R. R. on above subject also letter from

Chairman C. F. A. in answer to request for information, etc., and after discussion it was

Moved, That the Chairman answer G. F. A., M. & O. giving him the points mentioned in 6th passage of C. F. A. Info. 1339 (omitting Toronto, Can.) as follows:

Suspension Bridge, Niagara Falls, Tonowanda, Black Rock, Buffalo, E. Buffalo, Buffalo Jnct., Dunkirk and Salamanca, N. Y., Erie, Pittsburg, and Allegheny, Pa., Bellaire, Ohio, Parkersburg, Huntington, Wheeling and Charleston, W. Va., also calling attention to the fact that the Information published in Line Hand Books and also arbitraries demanded by delivering line, shall regulate the deduction of arbitraries before pro-rating.

Issue of Bills Lading for Cotton on Receipt of St. Louis Cotton Compress Co.

This subject considered at last meeting and circular letter No. 152 issued giving Sub-Committee reports, etc.

All members not being present or prepared to dispose of the subject, it was

Moved, That action be deferred until next meeting.

Application for Proportional Rates on Fruits and Vegetables from St. Louis.

Chairman stated this subject last considered June 23rd, see proceedings No. 51.

At meeting today Chairman read correspondence between this office, Chairman C. F. A. and A. G. F. A., Wabash R. R.

Subject laid over for reply Wabash R. R.

Rates on Paper Stock.

This subject considered June 23rd, and recommendation forwarded to C. F. A. (see proceedings No. 51.)

At meeting today Chairman read letter July 10th, file 10278 from Chairman C. F. A. to the effect that Pittsburg Committee cannot withdraw their rates, named in 4050 to Newcastle and Steubenville, and requesting information as to whether this will have the

effect of continuing in effect the rates from East St. Louis to Allegan, Mich., and Vincennes, Ind., and it was

Moved, That the subject be laid over until next meeting.

Purchase of an Electric Fan.

The Chairman requested instructions as to whether he should purchase an Electric Fan as suggested at previous meetings, and it was

Moved, That the Chairman is hereby instructed to purchase a 12-inch Electric Desk Fan, to be used in the meeting room, but to be the property of the Eastbound Frt. Committee.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 515."

Proceedings No. 55.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 17th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell, by R. M. Fraser
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern R. R.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates and Minimum C. L. Weights on Cooperage.

This subject brought up by Chairman C. F. A. (see circular letter No. 143) considered at previous meetings and laid over (see proceedings June 23rd, 26th and July 3rd and 10th.)

At meeting today the following was adopted:

I move you that the subject be deferred until next meeting by which time the Chairman will undoubtedly have time to have had a communication from Chairman C. F. A. asking for further information, which we (the Wabash) are prepared to give, when we are asked for it.

Application for Proportional Rates on Fruits and Vegetables from St. Louis.

This subject considered at previous meetings (see proceedings No. 51 and 54) and laid over for information from the Wabash.

At meeting today Chairman read letter 13th inst., from A. G. F. A., Wabash R. R., to the effect that the shipments in question originated in the south and were entitled to the rate charged, and it was

Moved, That the subject be stricken from the docket.

Rates on Paper Stock.

This subject laid over from 10th inst., (see proceedings No. 54.)

At meeting today in view of the fact that the recommendation adopted by this Committee June 23rd, (proceedings No. 51) cannot be complied with by the cancellation of all the rates named in Info. 4050, it was

Moved, That the rates named in C. F. A. Info. No. 4050 be continued in effect, rule 27 of Official Class'n. to apply, but rule 5-C not to apply.

Cancellation of Unauthorized Rates on Sash, Doors and Blinds Published by Western Lines.

This subject considered at previous meetings. (See proceedings No. 51-2-3 and 4.)

At meeting today Chairman read letter July 24th, file 7362 from Chairman C. F. A. submitting copies of notices filed by the Chicago and Peoria Committees and after discussion it was

Moved, That the Chairman prepare a notice similar to those filed by the Chicago and Peoria Committees and submit same to the various members for their signature. After all the signatures are secured they are to be sent to the Chairman C. F. A.

Issue of B. L. for Cotton on Receipt of St. Louis Cotton Compress Co.

This subject considered at previous meetings and referred to a Special Committee for report. (See Circular Letter No. 152 for report.)

After further consideration today, it was

Moved, That action on the subject be deferred until the next regular meeting.

Request for Rate on Acetate of Lime, C. L.

This subject was brought up by letter from a shipper which was read by the Chairman, and it was

Recommended, To the Central Freight Ass'n. the establishment of a Commodity Rate on basis of 6th class, 29 cts. per 100 lbs. E. St. Louis to New York, usual differences to other eastern cities, on Acetate of Lime, C. L., minimum weight as per Official Class'n.

Rate on Corn to Terre Haute.

Chairman read letter 10th inst., file 9303 from Chairman C. F. A. to the effect that T. H. & I. is using rate on corn, East St. Louis to Terre Haute, less than authorized in C. F. A. Info. No. 4007.

The Vandalia stated that when they were convinced that the rate is 7 cts., to Indianapolis via other lines, they are willing to advance the rate to both Indianapolis and Terre Haute to the authorized basis, as the 5 cent rate to Terre Haute is based on the 6 cent rate to Indianapolis.

Execution of Live Stock Contracts.

A member called attention to the manner of issuing Live Stock Contracts and the following was adopted.

Moved, That the Chairman issue Circular Letter to all members with the view of ascertaining the practice in vogue at the National Stock Yards, with respect to the issuance of Live Stock Contracts, to determine whether or not these contracts are issued before the stock is loaded and if such be the practice upon what authority.

Class Rates from East St. Louis to Grand Rapids.

Chairman read letter July 16th, file K-460 from G. F. A., C. & E. I. R. R., on above subject, and it was

Moved, That the communication be referred to C. F. A. with the request that inasmuch as the adjustment proposed might and undoubtedly would affect other territory than East St. Louis, it be submitted to the uniform basis of rates committee for consideration at next meeting.

Motion to adjourn being in order, it was

Moved, That the meeting adjourn until the first Friday in September.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 516."

Proceedings No. 56.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee.

St. Louis, Mo., Aug. 7th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—

C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.—
Southern R. R.—
T. H. & I. R. R.—G. L. Stevens.
Wabash R. R.—
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates on Mussel Shells.

This subject brought up by letter from a member requesting special meeting for its consideration.

At meeting today the member stated the proposition he would like to have considered is that of recommending to the Central Freight Ass'n. the establishment of rates on basis of 20 cts. on 100 lbs. Chicago to New York from Ohio River Crossing and E. St. Louis to points east of the Terminal (Western) of Trunk Line on Mussel Shell, C. L., minimum 40,000 lbs., when originating at Ohio River Crossings or beyond, eliminating entirely the proportional rate proposition from the question.

After a statement was made outlining the reasons for recommending the above rate, following by a general discussion it was stated that the subject is now under investigation by the Louisville Committee as shown by proceedings of their meeting July 21st, as follows:

Moved, That the Chairman obtain from the lines south information as to whether or not, any mussel shells are moving from Memphis, Cairo, etc., to the East at present rates and bring matter up for consideration at next meeting.

After further discussion the following was adopted:

Moved, That action on this subject be deferred until the information is received from the Louisville Committee as to the result of their investigation, etc.

Request for Rates on Acetate of Lime, Carloads.

The recommendation to C. F. A., (see proceedings No. 55, July 17th), which was submitted by C. F. A. advice Letter No. I-630 was not approved as shown in Circular Letter No. 161.

The Chairman stated that in accordance with instructions from members the following recommendation was communicated by letter 6th, to Chairman C. F. A.

Recommended, To the Central Freight Ass'n. the establishment of a Commodity Rate on basis of 30½ cts. per 100 lbs., East St. Louis to New York usual differences to other eastern cities on Acetate of Lime, C. L., minimum weight as per Official Class'n.

Proposed Meeting Chicago 13th inst.

Chairman stated that in accordance with answers received to Circular Letter No. 162, transmitting letter of July 26th, file 7330-A from Chairman C. F. A., telegram was sent to Chairman C. F. A. 6th inst, that a majority of the St. Louis members advised that they would be represented at meeting 13th. Circular letter C. C. M. No. 114 dated Chicago 6th, has been received, calling the meeting of Chicago on the date named.

Rate on Damaged Binder Twine.

Application was made by a member for reduced rates on a lot of Binder Twine damaged in flood which was submitted by Circular Letter No. 163.

The answers received thereto were read the result being that the proposition was individually declined.

Rates on Peaches.

Letter from a member was read calling attention to the publication in Special Notice No. 1348 regarding rating on Peaches, and it was

Moved, That the clause referred to be amended to read as follows:

"Fruits (except other than Bananas, Pine Apples and Peaches) green, all kinds, including berries and grapes."

Note: No rating to be named on Peaches C. L. or L. C. L., they being provided for in Exceptions to the Official Classification as per C. F. A. Info. No. 3847, St. Louis Eastbound Freight Committee Special Notice No. 1345.

Carload Minimum Weight on Potatoes.

Chairman read letter July 20th, file 10480 regarding unauthorized tariffs issued by the Wabash and T. St. L. & W. railroads naming C. L. minimum 24,000 lbs., on potatoes.

The T. St. L. & W. R. R. representative advise that the tariffs referred to had been amended, therefore no action necessary and subject tabled.

Unauthorized Rate on Grain East St. Louis to Terre Haute and Indianapolis.

Railroads Permitting Shippers to Sort and Grade Hides on Their Platforms.

Rate on Berries from East St. Louis.

Chairman read following letters from Chairman C. F. A.

Letter July 22nd, file 9303 regarding unauthorized rate on Grain East St. Louis to Terre Haute and Indianapolis.

Letter Aug. 4th, file 10888 regarding the practice of railroads permitting shippers to sort and grade hides on their platforms.

Letter Aug. 5th, file I-306 regarding rate on Berries from East St. Louis.

Subjects laid over for a regular meeting.

Divisions on Lumber to Canadian Points.

Letter was presented from a member regarding division of Lumber rates Cairo, Ill., via East St. Louis to Canadian Points, enclosing copy of Joint Let-

ters from Grand Trunk and Canadian Pacific R. R. dated Montreal, July 29th, 1903.

After discussion to the effect that Canadian Lines proposition referred to above disposed of the subject, it was decided that action by this Committee was not deemed necessary and subject tabled.

Rate on Live Stock to Virginia Cities.

Chairman called attention to C. F. A. Information 967-A dated Aug. 3rd, and asked whether the Committee desires same reprinted as a Special Notice, and it was

Moved, That the Chairman publish that part of the Circular pertaining to instructions to shipments from East St. Louis Gateway.

Rail and Lake Rate via Chicago on Pig Iron and Spelter.

Attention was called to letter July 23rd, file G-408 from A. G. F. A., I. C. R. R., also to I. C. R. R. Supplement No. 5 to I. C. R. R. Tariff No. I-19 and Supplement No. 5 to I. C. C. No. A-3759, effective July 30th, 1903, naming rates from East St. Louis to Buffalo, N. Y. and Erie, Pa., 10 cts. per 100 lbs. on Pig Lead and Spelter, C. L., via Chicago rail and lake, and it was

Moved, That Chairman take the subject up with I. C. R. R. requesting them to cancel the tariff and rate referred to, calling attention to the fact that if they do not cancel or withdraw the rate it will result in rate being published by lines working through Lake Erie Ports, which in turn will affect rate to intermediate points.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 517."

Proceedings No. 57.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 4th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—William Hodgdon.
Wabash R. R.—
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

William Hodgdon, Chairman Pro-Tem.

Meeting convened 11:00 a. m.

Issue of Bill of Lading for Cotton on Receipts of St. Louis Cotton Compress Co.

This subject last considered at meeting July 17th, 1903, see proceedings No. 55.

At meeting to-day the Chairman called attention to report of Special Committee, as contained in Circular Letter No. 152, July 6th, and after discussion roll was called for the purpose of ascertaining whether the members present were prepared to act upon the proposition.

The disposition of this subject is embodied in the following letter, authorized addressed to absent members:

"The subject of issuing Bills of Lading for Cotton on receipts of St. Louis Cotton Compress Co. was considered by the meeting and as result of roll call all members present signified that they were prepared to act favorably on the proposition as contained in Circular Letter No. 152, except that the Big Four and Southern Ry. advise that the matter would have to be referred for final action to their General Freight Departments. The Chairman was instructed to submit the question to absent members for their specific advices, it being understood that if the action of all lines is favorable, the Chairman would proceed with the drawing up of a specific contract with the Compress Company for execution."

Rate on Grain East St. Louis to Terre Haute and Indianapolis.

This subject considered at meeting Aug. 7th (See proceedings No 56.)

At meeting to-day Chairman read letters, Aug. 17th, file 18832 G. G. from G. F. A., T. H. & I. R. R., and it was

Moved, That the subject be tabled.

Recommendation to the C. F. A. that Lines, Cairo, Gale and Thebes to East St. Louis Be Allowed a Fixed Rate on All Lumber to Trunk Line and Western Termini Points.

After consideration of the above subject the following was adopted:

Recommended, To the C. F. A. that Information Nos. 894 and 897, Series A, be amended to read as follows:

Roads interested individually advise that, effective ..... the following will be the percentages allowed railroads from Cairo, Gale and Thebes, Ill., to East St. Louis, Ill.

(a) On traffic from pro-rating points south and

west of Cairo, Gale or Thebes, Ill., when the through rates divide north and south of Cairo, Gale or Thebes, on percentages, in dividing the proportion accruing north of Cairo, Gale or Thebes, the lines from Cairo, Gale or Thebes to East St. Louis will be allowed:

To Boston and Boston rate points, 11 per cent.

To all other points east of Western Termini Trunk Lines, 12½ per cent.

(In the application of these per cents no minimum is to be allowed the lines from Cairo, Gale or Thebes to East St. Louis.)

(b) On traffic from non-pro-rating points south and west of Cairo, Gale or Thebes, Ill., the through rates on which allow the established local or proportional rate east of Cairo, Gale or Thebes, the lines from Cairo, Gale or Thebes to East St. Louis will be allowed on all Traffic Except Lumber, the following percentages of such rates from Cairo, Gale or Thebes:

To Boston and Boston rate points, 11 per cent.

To all other points east of Western Termini Trunk Lines, 12½ per cent.

(Subject to a minimum allowance of 3 cents per 100 lbs. from Cairo, Gale or Thebes to East St. Louis.)

On Lumber, the lines from Cairo, Gale or Thebes to East St. Louis will be allowed a uniform proportion of 3 cents per 100 lbs.

In the application of the foregoing the maximum amount allowed the roads South of East St. Louis shall be the local rate from point of origin to East St. Louis.

The Eastern Terminals and Arbitrary allowances, as per Fast Freight Line Hand Books, are in all cases, to be deducted before pro-rating the rates or proportions of rates used from Cairo, Gale or Thebes, Ill.

N. B.—It is understood that lines will not publish proportional rates from East St. Louis to points east of the Western Termini of Trunk Lines based on divisions authorized herein.

It was also

Recommended, To the C. F. A. that Information No. 4412 be amended to read as follows:

Roads interested individually advise that, effective .....the following percentage allowance will be made to Railroads from Cairo, Gale or Thebes, Ill., to East St. Louis, Ill., when shipments are destined to the Western Termini of the Trunk Lines.

(a) On traffic from pro-rating points south and west of Cairo, Gale or Thebes, Ill., when the through rates divide north and south of Cairo, Gale or Thebes on percentages, in dividing the proportion accruing north of Cairo, Gale or Thebes, the lines from Cairo, Gale or Thebes to East St. Louis, Ill., will be allowed twenty (20) per cent of such rate proportions.

(In the application of this percentage no minimum is to be allowed the lines from Cairo, Gale or Thebes to East St. Louis.)

(b) On traffic from non-prorating points south and west of Cairo, Gale or Thebes, Ill., the through rates on which allow the established local or proportional rates east of Cairo, Gale or Thebes, and also on traffic originating at Cairo, Gale or Thebes, Ill., the lines from Cairo, Gale or Thebes, to East St. Louis will be allowed, on all traffic except Lumber, twenty (20) per cent of such local or proportional rates as the case may be.

(The percentage named above is subject to a minimum allowance of three (3) cts. per 100 lbs. from Cairo, Gale or Thebes to East St. Louis.)

On Lumber, the lines from Cairo, Gale or Thebes to East St. Louis will be allowed a uniform proportion of three (3) cts. per 100 lbs.

In the application of the foregoing, the maximum amount allowed the roads south of East St. Louis shall be the local rates from point of origin to East St. Louis.

N. B.: It is understood that lines will not publish proportional rates from East St. Louis to the Western Termini of Trunk Lines based on divisions authorized herein.

Rates and Divisions on Pine Lumber from Points on M. & O. R. R. in Mississippi and Alabama.

This subject brought up by letters from members calling attention to M. & O. Division Sheets No. 26 and 27, allowing line, Cairo to East St. Louis three (3) cts. per 100 lbs. on Yellow Pine Lumber to Trunk Line Territory.

After consideration of the subject, it was

Resolved, That in view of C. F. A. Information Circulars No. 894 and 897, Series A, also 4412, providing that on traffic from prorating points south and west of Cairo, when through rates divide north and south of Cairo on percentages, no minimum shall be allowed and division sheets issued by the M. & O. R. R. on any other basis are clearly incorrect and any interpretation on their part, of the authorized percentages, permitting them to take a minimum of three (3) cts. when rate is prorated should not be permitted by members of this Committee, and members will advise lines departing from this rule of their non-concurrence and send copy of such notification to the Chairman for his file.

Rate on Mussel Shells.

This subject last considered at Special Meeting Aug. 7th, (See Proceedings No. 56.)

At meeting today Chairman read letter Aug. 18th, received from Chairman, Louisville Freight Committee, giving copy of letter to Chairman, C. F. A., again making application to C. F. A. for rate on basis 20 cts., Chicago to New York, and after discussion, it was

Recommended, To the Central Freight Association, the establishment of rate on Mussel Shells, C. L., minimum 40,000 lbs., from East St. Louis to Trunk Line Territory, on basis of 20 cts. per 100 lbs., Chicago to New York.

Rates and Divisions on Lumber from Cairo via East St. Louis to Canadian Points.

As regards the publishing of the East St. Louis di-

vision of Cairo rate on Lumber to Canadian points, the following was adopted:

Moved, That it is the sense of this Committee that the members publishing the proportional rates from East St. Louis based on the East St. Louis division of the Cairo rate or the East St. Louis division of Lumber rates from pro-rating points from the south should be discontinued and lines having such tariffs in effect should be requested to cancel same and that all such traffic should be handled on basis of published through rates of the initial lines divided on the authorized basis.

Minimum Basing Book No. 9.

This subject brought up by letter from Chairman C. F. A. with copy of Proceedings of Meeting of Representatives of Initial Northbound Roads from Ohio River crossings, East St. Louis and Thebes, to consider bases for rates and rate sheets to Central Freight Ass'n. points, held in C. F. A. Rooms, Chicago, August 14th, 1903.

The proceedings referred to above provide that the Committee at each gateway is to take certain action, etc., and after consideration it was

Moved, That the Chairman be authorized to call a meeting of the Rate Clerks to consider the subject and make recommendations to the Committee.

Information as to Proper Rates and Divisions on Cotton Linters, Vidalia, La., to Eastern Cities.

This subject brought up by letter from a member suggesting that Info. Circular No. 401-A, July 23, 1900, should be corrected so as to include Vidalia, La., inasmuch as Vidalia is on the west side of the River, opposite Natchez, and it is permissible to handle this traffic from Natchez on basis of proportion of Cairo rates.

After consideration of the subject, it was

Moved, That we recommend to the C. F. A. that Info. No. 401-A be reissued making the same basis apply from Vidalia, La., as applies from Natchez.

Reduction of Free Time Limit on Westbound Merchandise at East St. Louis Depots.

This subject brought up by a member and submitted by Circular Letter No. 164, replies not having been received from all members, subject was considered today, and after discussion, following was adopted:

Resolved, That it is the sense of lines, members of this Committee, that the free time limit, on L. C. L. shipments of merchandise, inbound, should be reduced to 48 hours after notice to consignee of its arrival, and that they take steps to have a rule to this effect made and enforced by their transportation departments, also that steps be taken for the adoption of uniform storage rules and rates to be assessed on all freight not delivered within the prescribed limit.

Rates on Iron and Steel Rails, East St. Louis to Pittsburg, Pa.

This subject brought up by letter from G. F. A. C. & A. Ry., making application from rate of $3.25, East St. Louis to Pittsburg.

After consideration of the subject, the following was adopted:

Moved, That since the rate from Chicago to Pittsburg is the same as from Pittsburg to Chicago, and rate from Pittsburg to East St. Louis is $3.25 per gross ton, we recommend that the rate be made $3.25 from East St. Louis to Pittsburg.

This recommendation to be sent Walter H. Smith, Sec'y., Special Committee on New Iron and Steel Rails, Cleveland, Ohio.

Execution of Live Stock Contracts.

Reconsignment of Fruits and Vegetables from South at Proportional Rates Within 36 hours in Line with Action of Cincinnati Freight Committee.

Railroads Permitting Shippers to Sort and Grade Hides on Their Platforms.

Rates on Asphaltum Pitch, Texas Points to C. F. A. Territory.

Proper Rates to Apply on Silica.

The above subjects were laid over until next meeting.

Next Meeting of the Committee.

Attention being called to C. F. A. meeting being next week, etc., it was

Moved, That the next meeting of this Committee be held on Friday, Sept. 18th.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 518."

Proceedings No. 58.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., September 18th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—S. J. Cook, E. J. Knickerbocker, A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.

I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane, by R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Issue of Bills Lading for Cotton, on Receipts of St. Louis Cotton Compress Company.

This subject was last considered at meeting 4th inst. (See Proceedings No. 57.) Chairman stated that as instructed he had taken subject up with members that were absent and the replies received were read.

After a very general discussion of the subject, it was

Moved, That the subject of issuing Bills Lading for Cotton on receipt of the St. Louis Cotton Compress Co. be stricken from the docket.

Adopted.

Issuance of Bills Lading on Cotton in Warehouses in E. St. Louis.

After consideration of the subject of issuing Bills Lading on cotton in warehouses, etc., the following resolutions were offered and adopted:

Resolved, That we reaffirm action taken at meeting Oct. 3rd, 1902, as covered by Circular Letter No. 59, Oct. 6th, 1902, as follows:

"You are hereby notified that the Eastbound Railroads, named below, and that Fast Freight Lines operating over same, will not issue any Bills of Lading on Cotton until the property is in the possession of the Carrier or in the possession of and receipted for by its connections.

You are also notified that the Railroad Companies or Fast Freight Lines will not pay or absorb any charge for Trackage or Switching on Cars containing less than 30 bales of Cotton from any warehouse in East St. Louis."

On roll call all members present voted in the affirmative, except the T. St. L. & W. R. R. representative, who declined to vote.

It was also

Resolved, That notwithstanding the representative of the T. St. L. & W. R. R. declined to vote on the resolution to reaffirm the action of Oct. 3rd, 1902, all other members of the Committee will be governed by the resolution referred to above.

All members present (except the T. St. L. & W. R. R.) voted in the affirmative on the proposition.

Note: The Chairman was instructed to secure the votes of absent members.

The members absent at the time the vote was taken on this subject, viz: C. & A., T. H. & I. and L. H. & St. L., were conferred with after the meeting, and all voted in the affirmative on the three resolutions.

Rate on Mussel Shells.

This subject considered at last meeting and recommendation forwarded to C. F. A. At meeting today Chairman read letter Sept. 14th, File I-507, from Chairman C. F. A., to the effect that no change was authorized.

Attention was also called to C. F. A. Info. No. 989, and it was

Moved, That the subject be tabled.

Rates on Asphaltum Pitch.

This subject brought up by letter from a member, which the Chairman read, and it was

Recommended, To the C. F. A., the establishment

of a commodity rate on Asphaltum Pitch, C. L., East St. Louis to C. F. A. points, on basis of 90 per cent of the 6th class rates.

The rate asked for is the same as now authorized on Asphalt or Asphaltum, also on Pitch and Tar, Coal or Gas House.

Proper Rates to Apply on Silica.

This subject brought up by letter from a member and submitted by Circular Letter No. 164, also considered at last meeting and laid over.

After further consideration at meeting today, it was

Recommended, To the C. F. A. that the rates and minimum C. L. weights applying on Sand from East St. Louis to C. F. A. Points, Western Termini and Trunk Line Territory be applied on Silica, crude. Crude Silica being analogous to Glass Sand.

All other subjects on the docket, laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 519."

Procedings No. 59.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 25, 1903.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—R. D. Yoakum.
C. & E. I. R. R.—E. J. Knickerbocker, A. D. Lightner.
C. C. C. & St. L. Ry.—E. L. Roederer.
C. P. & St. L. Ry.—W. M. Bushnell.

I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
The Wabash R. R.—
T. H. & I. R. R.—Wm. Hodgdon.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—

R. M. Fraser, Chairman.

Meeting convened at 11:00 a. m.

Rate on Flour, East St. Louis to Terre Haute.

This subject brought up by letter 5th, file 10077-B, from Chairman C. F. A.

After consideration at meeting today, it was

Moved, That the subject be referred by letter to the lines directly interested in Terre Haute traffic.

Rates and Minimum Carload Weights on Cooperage.

This subject was last considered at meeting July 17th, Proceedings No. 55. The letter referred to therein was received from Chairman C. F. A., and the information furnished with letter Sept. 1st. It is brought up again by letter Sept. 3rd, file 10614, from Chairman C. F. A., which was read, and after discussion the Chairman was instructed to request Chairman C. F. A. to take the subject up direct with the roads having the unauthorized rates in effect, as this Committee can do nothing with the proposition.

Application for Reduced Rate on Gilsonite (Asphaltum), Utah to Atlantic Seaboard Points, via East St. Louis vs. Galveston.

This subject brought up by letter from a shipper, which the Chairman read, and it was

Moved, That the application be declined.

Lake and Rail Rates via Chicago on Pig Lead and Spelter.

This subject last considered at meeting August 7th,

see Proceedings No. 56. As instructed letter was written Aug. 8th to A. G. F. A., I. C. R. R. Reply dated Sept. 9th was read, as follows:

"Delay in replying to your letter of Aug. 8th, file 4145, relative to our supplement No. 5 to I. C. Tariff No. I-18, is to be attributed to my absence from the City. We are not prepared to withdraw this issue in the face of the demands of our lake connections."

And it was

Moved, That the Chairman endeavor to ascertain whether the rates named are in effect via any other road than the I. C. R. R., either via Chicago or Lake Erie Ports, and report at next meeting.

Grain and Grain Products, East St. Louis to Trebeins, Ohio.

This subject brought up by letter from Chairman C. F. A., Sept. 20th, file 11113, which the Chairman read, stating that he had written 22nd to G. F. A., T. H. & I. R. R., but had not as yet received reply, and it was

Moved, That the subject be laid over pending reply from T. H. & I. R .R.

Allowance on C. L. Shipments on Live Stock to C. F. A. Points West of the Western Termini.

This subject brought up by letter Sept. 17th from G. T. M., National Stock Yards Co., which the Chairman read, and it was

Moved, That the application be declined.

Ferry, Town and Peddler Car Freight.

This subject brought up by Advice Letter No. I-827½, Sept. 18th, from Chairman C. F. A., to Chairman of Local Committee, which was read, and after discussion, it was

Moved, That C. F. A. Advice Letter be sent to the

members by Circular Letter with the request that they come to next meeting prepared to recommend rules and regulations for adoption by the Central Freight Ass'n.

Chairman C. F. A. Requesting Statistics, Oct. 1st-Dec. 31st, Inclusive, Number of Cars Lumber and Forest Products, East St. Louis to C. F. A. Points From North Pacific Coast.

This subject brought up by letter from Chairman, C. F. A., Sept. 21st, file C. M. 119, which was read, and the following adopted:

Moved, That the subject be submitted to the members by Circular Letter with the request that they instruct their East St. Louis Agents to furnish the Chairman with the necessary information at the end of each month, Oct.-Dec. inclusive.

Rate on Asphaltum Pitch.

This subject considered at meeting 18th, proceedings No. 58, and recommendation sent to C. F. A. At meeting to-day Chairman read letter Sept. 23rd, file I-833, from Chairman C. F. A., requesting additional information, and it was

Moved, That the Chairman take the subject up with A. G. F. A. Coyle, the application for the rate having been made through him.

Execution of Live Stock Contracts.

Reconsignment of Fruits and Vegetables From South at Proportional Rates Within 36 Hours in Line With Action of Cincinnati Freight Committee.

Railroads Permitting Shippers to Sort and Grade Hides on Their Platforms.

Delivery of L. C. L. Shipments to World's Fair Grounds.

The above subjects were laid over until next meeting.

Divisions on Lumber From and via Cairo, Etc., and East St. Louis to C. F. A. Points West of the Western Termini.

This subject last considered at meeting May 8th, 1903, proceedings No. 47, and recommendation made to Central Committee.

At meeting to-day Chairman read letter Sept 19th, file 9133-A, from Chairman C. F. A., advising that subject was considered by the Central Committee and referred to Rules and Regulations Committee who referred it back to the St. Louis Eastbound Freight Committee to further consider and arrange per cents between Cairo, etc. and East St. Louis, subject to a maximum allowance.

The Chairman was instructed to advise Chairman C. F. A. that the percentages existing between the various C. F. A. and other roads, have not been the subject of joint agreement, they are a matter of individual arrangement, but on Lumber, the lines south and north of East St. Louis are a unit on the proposition that on traffic to C. F. A. points the lines south should be allowed a maximum of 3 cts. per 100 lbs. when destined to C. F. A. Territory west of the Western Termini. The percentages in many cases allow more, and in all cases provide for a minimum of 3 cts. per 100 lbs. The authorization of a uniform proportion of 3 cts. per 100 lbs. the same as recently agreed upon by the St. Louis Lines and approved by the C. F. A. as per Information No. 4639, to apply on Lumber to Western Termini, will dispose of this matter in a way that will be more satisfactory to all interests, than the present method.

It is understood that the provisions shown in C. F. A. Information 4639, that lines will not publish proportional rates from East St. Louis on this traffic, will apply.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 520."

Proceedings No. 60.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 2nd, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—E. L. Roederer.
C. P. & St. L. Ry.—
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Execution of Live Stock Contracts.

This subject first considered at meeting July 17th (See proceedings No. 55, 56, 57 and 59) and submitted by Circular Letter No. 159, as instructed.

At meeting to-day after consideration, following was adopted:

Moved, That this subject be referred to a Committee of three to formulate a set of rules to govern the traffic, same to be submitted to this Committee for adoption. The representatives B. & O. S. W., C. C. C. & St. L. and T. St. L. & W. R. R.'s were appointed as the Committee.

Reconsignment of Fruits and Vegetables From South at Proportional Rates Within 36 Hours in Line With Action of Cincinnati Freight Committee.

This subject brought up by a member, submitting copies of Cincinnati Freight Committee Circular Letters Aug. 8th and 26th, 1902, file 1116, and laid over from previous meetings (See Proceedings No. 57 and 59.)

After further consideration at meeting to-day, it was

Moved, That the subject be tabled.

Delivery of L. C. L. Shipments to World's Fair Grounds.

This subject brought up by a member and laid over from previous meeting (See Proceedings No. 59.)

At meeting to-day Chairman called attention to Term'l. R. R. Ass'n. Freight Circular No. 888, Sept. 25th, 1903, which was read, and as it appeared to dispose of the subject, it was

Moved, That the subject be tabled.

Railroads Permitting Shippers to Sort and Grade Hides on Their Platforms.

This subject brought up by letters from Chairman C. F. A., Aug. 4th and 11th, file 10888 and laid over from previous meetings (See Proceedings No. 56, 57 and 59.)

At meeting to-day the subject was generally discussed, it being stated by some of the members that it was a transportation department matter, etc., and it was

Moved, That Chairman C. F. A. be answered that one line, a member of the Committee, advises that his Company permits any shipper to handle freight on their platforms subject to the rules of their Transportation Department, and claims that they are not violating any rule of the Official Class'n. or the Central Freight Ass'n.

Ferry, Town and Peddler Car Freight.

This subject brought up by Advice Letter No. 827½ to Chairman of Local Committees from Chairman C. F. A. and as instructed at meeting Sept. 25th, was submitted to members by Circular Letter No. 171. At meeting to-day, after due consideration, it was

Moved, That the subject be tabled.

Rates and Divisions on Pine Lumber From Points on M. & O. R. R. in Mississippi and Alabama.

This subject considered at previous meetings, see proceedings Sept. 4th, No. 57, also Circular Letter No. 166, Sept. 7th. At meeting to-day Chairman stated that all lines, excepting one, had advised him of their notice to the M. & O. R. R. The Wabash representative said their line was the one referred to and he would say for the benefit of members that their tariff department had been instructed to give the M. & O. R. R. similar notice, in line with resolution adopted at meeting Sept. 4th and to send copy to the Chairman.

As this disposed of the subject, it was

Moved, That the subject be tabled.

Rate on Peaches to C. F. A. Territory.

This subject brought up by letter July 31st, file 21893, from a member submitting copy of letter from G. F. A. Lahane of the St. L. S. W. Ry., which was read, and after discussion following was adopted:

Whereas, In view of the conditions recounted in the attached letter from Gen'l. Freight Agt. Lahane of the St. L. S. W. Ry., addressed to a member of this committee, and the fact that the 4th class rates are now applicable on Green Fruits of all kinds, including Peaches, in straight or mixed carloads, on shipments originating in what is known as Green Line Territory, from Ohio River to all points subject to the jurisdiction of the Chicago & Ohio River Committee, which in turn affects all C. F. A. points west of the line of the C. H. & D. R. R.

We Recommend to the Central Freight Ass'n. the cancellation of Information 4413 and the restoration of Proportional Rates on Peaches from East St. Louis to all C. F. A. Points on basis of 4th class rates, as per C. F. A. Information 3303.

Question of Applying 6th Class Rates on Red and White Lead and Litharge Only When Dry and Not Otherwise.

This subject brought up by letter Sept. 24th, file 9069-C from Chairman C. F. A., which was read, and during the discussion is was stated that as the rates on these Commodities were put in by members of the Committee upon C. F. A. authority based upon the action of one line individually publishing the rates, the question was raised as to how the rates were intended to apply by the line originally publishing same. The member referred to stated: That it was their intention to apply the rates just as the Tariff read, viz.: On White and Red Lead and Litharge, regardless of whether same was dry or in oil.

In view of the above it was

Moved, That in view of the fact that the line originally establishing these rates makes the declaration that they will apply the same rates on White and Red Lead and Litharge, in Oil or Dry, it is the sense of this Committee that the attention of the Central Committee be called to this phase of the matter, as it will tend to pull down rates on all classes of paint as outlined by Chairman C. F. A. in letter Sept. 24th, file 9069-C.

Cancellation of Unauthorized Rates on Sash, Doors and Blinds, Published by Western Roads.

This subject was last considered at meeting July 17th, see proceedings No. 55. As instructed, three copies of the notice to Western Roads were prepared, as follows:

Messrs. Thomas Miller, F. T. M., C. B. & Q. R. R., Chicago, Ill.; E. B. Boyd, G. F. A., C. R. I. & P. Ry.,

Chicago, Ill.; W. E. Keepers, G. F. A., I. C. R. R., Chicago, Ill.

Gentlemen: Referring to your (****) publishing rates on Sash, Doors and Blinds, C. L., from Mississippi River Points, to points in Central Freight Ass'n. Territory, as you are aware, these rates have not been concurred in by St. Louis Eastbound Roads, and you are respectfully advised that lines represented by the undersigned will not participate in same:

****C. B. & Q., G. F. O., 1066.
C. R. I. & P., I. C. C., C-1974 and amendment No. 4.
I. C. R. R., I. C. C., A-3197.

The signature of each member of the Committee was secured, except the C. & E. I., and papers sent, with letter, July 30th, file 4226, to Mr. J. F. Tucker, Chairman C. F. A., requesting him to procure the signature of Mr. William Campbell, G. F. A., C. & E. I. R. R. This is to advise that the transaction is complete, so far as this Committee is concerned, as shown by letter as follows:

"Dear Sir:—With reference to your file 4226, relative to cancellation of unauthorized rates now published on sash, doors and blinds, from Mississippi River points proper to points in Central Freight Ass'n. Territory, would state that we yesterday forwarded notice to the initial interested lines and set the date of cancellation for Oct. 19, 1903.

Gen'l Frt. Agt. Campbell of the C. & E. I. affixed his signature to the notice of the St. Louis Eastbound Freight Committee. Yours respectfully,

(Signed) J. F. Tucker, Chairman."

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 521."

Proceedings No. 62.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 16, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—George W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Term. R. R. Ass'n.—
Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates and Divisions on Lumber From Pacific Coast Points.

This subject brought up at meeting 9th (See Circular Letter No. 176 and Proceedings No. 61) and laid over account of absence of member bringing subject up.

After consideration at meeting to-day, it was

Moved, That the subject be laid on the table.

Rule Governing Live Stock Shipments From Connecting Lines.

This subject submitted at meeting Oct. 9th, and laid over account of absence of member who requested subject docketed.

At meeting to-day Chairman called attention to letter Oct. 6th, file 21435 from A. G. F. A., B. & O. S. W. submitting copy of his joint letter to members of the Committee on above subject and it was

Moved, That the subject be tabled.

Are Unauthorized Divisions Accepted on Pacific Coast Traffic to Points East?

This subject considered at meeting Oct. 9th, being brought up by letter from a member and laid over for members to investigate.

At meeting to-day members present individually announced that they are not accepting anything less than the authorized divisions on Pacific Coast Traffic.

The members absent at the time, viz.: C. & A., C. P. & St. L., and L. H. & St. L., were conferred with after the meeting, and all made statements to the same effect as members that were present.

To Change Rate Basis to Grand Rapids, Mich., in Minimum Basing Book No. 9.

Chairman called attention to C. F. A. Information 4673, authorizing class rates to Grand Rapids, Mich., on basis 45-15 cts. per 100 lbs. scale for the 6 classes and requested instructions as to whether he should issue an amendment to Minimum Basing Book No. 9.

After discussion, the following was adopted:

Resolved, That Minimum Basing Book No. 9 be amended changing Grand Rapids, Mich., a Basing Point, from "S" to "R" Scale, viz.: 45, 39, 30, 21, 18, 15 cts. per 100 lbs., authorized by C. F. A. Information 4673, Oct. 9th, 1903.

Delivery of Freight to and Collecting of Bills From St. Louis Car Company On Inbound Shipments.

This subject was brought up by letter from a member, which was read, and after discussion, it was

Moved, That the subject be stricken from the docket, it not being a question for this Committee to handle.

Rate on Flour East St. Louis to Terre Haute.

This subject brought up by letter from Chairman C. F. A., dated Sept. 5th, file 10077-B, and as instructed at meeting Sept. 25th, Proceedings No. 59, was submitted by Circular Letter No. 174.

At meeting to-day Chairman read joint letter from directly interested roads to the effect that it would not be consistent to make any change in the present rate of 6 cts. per 100 lbs.

A copy of the letter was sent 15th to Chairman C. F. A., as reply to his letter of Sept. 5th. No action necessary by the Committee.

Rate on Bolsters East St. Louis to Eastern Cities.

Chairman stated this subject brought up by telegram Oct. 13th and letter 15th, file 4841, from Chairman C. F. A., requesting Committee to consider question of advancing rate on Bolsters to 32 cts. per 100 lbs., East St. Louis to New York.

After considerable discussion, the following was adopted:

Moved, That we recommend to the Central Committee that rates on Steel Bolsters, C. L., from East St. Louis, be made on the regular basis above Chicago, viz.: 116 per cent, which would make rate East St. Louis to New York 32 cts., usual differences to other Eastern Cities and Western Termini of the Trunk Lines.

Application for Commodity Rate on Bauxite Ore to Massena Springs, N. Y.

This subject brought up by letters from a shipper, which the Chairman read, and it was

Moved, That the subject be laid over until next meeting.

Issuing Live Stock Contracts or Bills Lading at National Stockyards.

Not having secured from the absent members their

announcement or views, the above subject is omitted from these proceedings.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 522."

Proceedings No. 63.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 23, 1903.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C .& St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Term'l. R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 11:00 a. m.

Issuance of Bills Lading on Cotton in Warehouses in East St. Louis.

This subject was last considered Sept. 18th, Proceedings No. 58, and brought up again by letters from Chairman, Transportation Committee, St. Louis Cotton Exchange, which were replied to by the Chairman in letters Oct. 16th and 19th, in line with action of Sept. 18th.

At meeting today the recent correspondence was read, and it was

Moved, That the Chairman Transportation Committee, St. Louis Cotton Exchange, be informed that the recent correspondence was submitted to the Committee, who advise that they cannot take any action other than as communicated in letters dated Oct. 16th and 19th.

Issuing Live Stock Contracts on Bills Lading at National Stock Yards.

Chairman stated that not having secured announcements of members absent at meeting 16th, he had not included this subject in the proceedings of last meeting. He further stated that he had taken subject up with A. G. F. A., Wabash, asking to be advised of his conclusions, but had as yet received no reply to his communication, and it was

Moved, That the subject be laid over until next meeting.

Weights on Beer, East St. Louis to C. F. A. Points.

This subject docketed on request of a member. At meeting today the member stated that he had not secured all the facts that he needed, therefore, asked for a continuance, and it was

Moved, That the subject be laid over until next meeting.

Application for Commodity Rate on Bauxite Ore or Alumina, to Massena Springs, N. Y.

This subject considered at meeting 16th and laid over. At meeting today Chairman read correspondence since that date in which the shipper requested that subject be laid over until next meeting, he desiring to appear before the Committee, and it was

Moved, That the subject be laid over until next meeting.

Application for Reduced Rate on Ice Cans, Returned for Repairs.

This subject brought up by letter from a member submitting letter from a shipper, which was read.

After consideration and attention being called to C. F. A. Info. No. 4208, this Committee's Special Notice No. 1343, it was

Moved, That the application be declined.

Basis for Division of Through Rates on Grain from Missouri River to Points in C. F. A. Territory.

The Chairman stated he had received letter from Chairman C. F. A. to the effect that Cent. Committee suggested that this subject be referred to a Special Committee to consist of one representative from Chicag, Peoria and St. Louis, and had requested A. G. F. A. Hart to represent this Committee.

It was suggested by several members that the Chairman issue a Circular Letter giving copies of the correspondence to enable members, who so desired, an opportunity to correspond with Mr. Hart, and express their views, etc. (See Circular Letter No. 179.)

Rates on Enameling Plates to Eastern Cities and Western Termini Points.

This subject brought up by letter Oct. 19th, file 4841, from Chairman C. F. A., which was read, and after discussion the following was adopted:

Moved, That we recommend to the Central Committee that rates on Enameling Plate, C. L., from East St. Louis, be established on basis of 27½ cts. per 100 lbs., Chicago to New York, usual differences to other Eastern Cities and Western Termini of the Trunk Lines, minimum weight as per Official Class'n.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 523."

Proceedings No. 64.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the St. Louis Eastbound Freight Committee.

St. Louis, Mo., October 30th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Issuing Live Stock Contracts on Bills Lading at National Stock Yards.

This subject considered at meeting 23rd and laid over.

At meeting today the Chairman stated he had nothing further to report than at last meeting, and it was

Moved, That the subject be laid over until next meeting.

Application for Commodity Rate on Bauxite Ore or Alumina to Massena Springs, N. Y.

This subject laid over at meeting 23rd on request of the applicant for the rate. At meeting today Chairman

stated the gentleman could not be in city today and requested Committee to lay subject over until next meeting, and it was

Moved, That the subject be laid over until next meeting.

Rates on Lumber to Canadian Points.

This subject brought up by letter from a member calling attention to C. B. & Q. Tariff No. 13946, publishing unauthorized rates on Lumber, St. Louis and East St. Louis to Canadian Points.

After consideration, it was

Moved, That the Chairman send to resident members a copy of the correspondence by Circular Letter, the subject to be further considered at next meeting. (See Circular Letter No. 181.)

Weights on Beer East St. Louis to C. F. A. Points.

This subject considered at meeting 23rd and laid over for further investigation. At meeting today it was stated that the result of investigation is that the claim of the Anheuser-Busch Brewing Ass'n. that Western Class'n. weights are being charged on Beer from Milwaukee to C. F. A. Territory is confirmed.

After due consideration of the subject, it was

Moved, That the Chairman report to Chairman C. F. A. that the Anheuser-Busch Brewing Ass'n. decline to pay freight charges on Beer, in glass, packed in wood, assessed on average estimated weights, as provided for by the Chief Inspector, on the grounds that shipments from Milwaukee are handled at weights provided for in the Western Class'n., and that demanding freight charges on basis of average estimated weights as provided for by the Chief Inspector being a discrimination against Breweries located at other points than Milwaukee, it is desirous that the matter be rectified by either advancing weights charged from Milwaukee to C. F. A. Points or a reduction in those used to other points.

Rules not Being Carried Out to Have Shippers and Connecting Lines Specify on Receipts, Waybills, Etc., the Kind of Lumber Shipped.

This subject brought up by letter Oct. 23rd, file Info. 985-A, from Chairman C. F. A., which was read, and after discussion the following was adopted:

Moved, That Chairman C. F. A. be advised that the lines find it difficult, if not impossible, to carry out the provisions in Info. Circulars 985-A and 3936, particularly on business from connecting lines, who do not always show the kind of Lumber on their Transfer Tickets, and as Walnut and Cherry Lumber is now handled at the ordinary Lumber rate, the only exception thereto being Woods of Value and Yellow Pine, the application of the rule seems to be no longer necessary. Yellow Pine, if not so described, would be billed at the ordinary Lumber rates, and there are comparatively few shipments of woods of value in carload lots.

Rates on Enameling Plate and Steel Bolsters.

This subject last considered at meeting 23rd inst. The Chairman called attention to Circular Letter No. 180, embodying copy of telegram from Chairman C. F. A., as follows:

"The Central Committee unanimously approve the recommendation of the St. Louis Eastbound Freight Committee as to the advanced rates on Enameling Plate and Steel Bolsters, effective Nov. 16th. Will all roads issue tariffs effective on that date, sending me copies? Please answer."

Inquiry was made as to whether an Information Circular would be issued by Chairman C. F. A., based on authority of the Central Committee. The information being desired before answering the Circular Letter (No. 180.)

The Chairman was instructed to take the subject up with Chairman C. F. A.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 524."

Proceedings No. 65.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., November 6, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Application for Commodity Rate on Bauxite Ore or Alumina, East St. Louis to Massena Springs, N. Y.

This subject was last considered at meeting Oct. 30th, and laid over.

At meeting today representatives of parties handling the Commodity made statements to the Committee in support of their request for Commodity rating both on the Crude Ore, shipped direct from the mines in Arkansas and on the Concentrates as shipped from their works at East St. Louis, and after careful consideration, it was

Recommended, To the Central Freight Ass'n. the establishment of rates on Bauxite Ore, crude, from East St. Louis to Massena Springs, N. Y., $4.90 per gross ton,

C. L., minimum weight, 40,000 lbs. and on Bauxite Ore Concentrates, in Bags, Sacks or Barrels, minimum C. L. weight 40,000 lbs., released to a valuation of $10,000 per net ton and so stated in shipping tickets, from East St. Louis to

Massena Springs, N. Y., 23½ cts. per 100 lbs.
Western Termini, 15½ cts. per 100 lbs.
Detroit, Mich., 12½ cts. per 100 lbs.

Note: It was suggested that a member of this Committee should be present at the meeting of the Uniform Basis of Rates Committee to which this subject would probably be referred, and present the subject fully to the Committee, and it was

Moved, That Mr. Edw. Hart, Jr., be delegated to explain the subject fully to the Uniform Basis of Rates Committee.

Chairman called attention to letter Oct. 30th from Chief Inspector, Trunk Line Ass'n., at Buffalo, and requested instructions as to what reply to give to enquiry as to whether the Western Termini rate in C. F. A. Info. No. 3923 applied on other than Bauxite Ore, crude, and it was

Moved, That the Chief Inspector be advised that rate of $2.75 per ton was established as applying on Crude Bauxite Ore, and that in its ground or refined state it is thought that a higher rate should apply, no provision having been made for rate on Ground or Refined Ore, members of the Committee not knowing that it was to be shipped. The question of rate on the Concentrated Ore has now been submitted for consideration by the C. F. A. In the meantime the 5th class rate, applicable on Alumina, should be assessed on the Ground or Refined shipments.

Weights on Beer. East St. Louis to C. F. A. Points.

This subject considered at meeting Oct. 30th, see Proceedings No. 64, and recommendation referred to C. F. A. as instructed.

At meeting to-day Chairman read correspondence from Chairman C. F. A. and the Chief Inspector to the effect that shipments from both Milwaukee and St. Louis were charged for at correct weights, and it was

Moved, That the subject be tabled.

Rates on Lumber to Canadian Points.

This subject considered at meeting Oct. 30th and laid over. See Proceedings No. 64. Question was raised as to whether this Committee had jurisdiction over Canadian Traffic.

Attention was called to C. F. A. Book of Rules governing Freight Traffic, dated Aug. 1st, 1899, page 95, subjects No. 196 and 197, also to C. F. A. Information No. 1339, March 1st, and Information 1878, Dec. 5th, 1899, and it was

Moved, That the Chairman take the subject up with the representative of the C. B. & Q. R. R., calling his attention to the action of this Committee, Sept. 4th, 1903, to the effect that the publication of proportional rates from East St. Louis, based on the East St. Louis division of the Cairo rate, or the East St. Louis division of Lumber rates from pro-rating points in the South, should be discontinued, and lines having such tariffs in effect should cancel same, and that all such traffic should be handled on basis of published through rates of initial lines, divided on the authorized basis, and to the fact that he had stated that the C. B. & Q. would be governed by the action of this Committee, that Tariff, C. B. & Q., G. F. A. No. 13946 was not in conformity with the action of the Committee, and request that same be cancelled.

The Chairman was also instructed to place the name of Mr. H. R. Todd, G. A., C. B. & Q. R. R., on mailing list for copies of Proceedings, Circular Letters, etc.

Issuing Live Stock Contracts or Bills Lading at National Stockyards.

This subject was last considered at meeting Oct. 30th

(See Proceedings No. 64) and laid over for report from member.

At meeting to-day the member referred to stated that he had taken the subject up and it had been decided that they will continue to issue Bills Lading and Livestock Contracts in the manner as at present in use.

In view of the above, it was

Moved, That the subject be tabled.

Proper Basis for Rates to L. S. & M. S. R. R. Stations, Millersburg to Waterloo, Ind., Inclusive.

This subject brought up by letter Oct. 27th, file 11073, from Chairman C. F. A., which was read, and it was

Moved, That the subject be laid over until next meeting.

Rates and Divisions on Yellow Pine Lumber, Arkansas to Trunk Line Points.

This subject brought up by letter from Chairman C. F. A., and a member calling attention to Mo. Pacific Tariff No. 5028. Chairman stated he had received copy of the Tariff but had not yet secured divisions applying in connection therewith.

As this Committee is more particularly interested in the divisions allowed east of East St. Louis, it was

Moved, That the subject be laid over until next meeting.

Rule Requiring Prepayment on Shipments to World's Fair Grounds Not Being Enforced.

This subject brought up by letter from Chairman C. F. A., which was read, and it was

Moved, That the Chairman C. F. A. be advised that this subject is not within the jurisdiction of this Committee, and one which he should take up with the roads originating the traffic.

Divisions of Rates on Grain From Missouri River to C. F. A. Points.

This subject considered at meeting Oct. 23rd, See Proceedings No. 63 and Circular Letter No. 179.

At meeting to-day Chairman read letter from Mr. Hart to the effect that he did not attend meeting called by Chairman C. F. A. on account of not having received from members of the Committee their views on the subject. Mr. Hart stated that unless he did get an expression from the members of the Committee, he would ask to be excused from representing the Committee.

It being stated by several members that the subject was one which could not properly be handled for the Committee by one member, Mr. Hart was excused, as requested.

Rates on Steel Bolsters and Enameling Plate.

This subject last considered at meeting Oct. 30th, Proceedings No. 64.

At meeting to-day the Chairman read letters and telegrams from Chairman C. F. A., urging action in line with C. F. A. Information No. 1029-A, Nov. 3rd, 1903, and restore rates to basis of Special Iron Rates, viz., 27½ cts. per 100 lbs., Chicago to New York.

Letter from a member was also read stating: "We are not prepared at present to advance the rates on Enameling Plate."

The Chairman was instructed to advise the Central Committee, through Chairman C. F. A., that this subject has been referred to the Central Freight Ass'n. by recommendation, as shown below, also that the T. St. L. & W. was the only road who had published a tariff based on the recommendation of the Central Committee, and that when they found other roads had not taken similar action, stated they would cancel their tariff, effective on legal notice. A copy of the T. St. L. &. W. R. R. Tariff, Supplement No. 16 to Tariff G. F. O. No. 435, effective Nov. 15th, 1903, to be sent Chairman C. F. A.

After further consideration, it was

Moved, That we recommend to the Central Freight Ass'n. the establishment of rates on Black or Enameling Plate to Eastern Cities, on basis of 27½ cts. per 100 lbs., East St. Louis to New York, that the question of rates on Bolsters be considered separately, and that the rates on that article be restored to the basis provided therefor in the Special Iron Rates, viz.: 27½ cts. per 100 lbs., Chicago to New York.

The vote on above recommendation was: Affirmative, 8; Negative, 1; Absent, 2.

Next Meeting of the Committee.

As the Central Freight Ass'n. meeting has been called for Chicago, Nov. 11th and 12th, the next meeting of this Committee will be on Friday, Nov. 20th, unless request is received for meeting at an earlier date.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 525."

Proceedings No. 66.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 20th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—E. J. Knickerbocker, A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—George W. Becker.

L. H. & St. L. Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Assn.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates on Lumber to Canadian Points.

This subject considered at meeting 6th and laid over (See Proceedings No. 65.) At meeting to-day the Chairman stated that as instructed he had taken subject up with Gen'l. Agt., C. B. & Q. R. R. with the view to having C. B. & Q. Tariff cancelled. The subject has been referred to A. G. F. A., Chicago, but up to the present time no reply received, and it was

Moved, That action on the subject be deferred until reply is received from C. B. & Q. R. R.

Proper Basis for Rates to L. S. & M. S. R. R. Stations, Millersburg to Waterloo, Ind. Inclusive.

This subject considered at meeting 6th (Proceedings No. 65) and laid over on request of the I. C. R. R. At meeting to-day Chairman read correspondence on the subject and after discussion the following was adopted:

Moved, That the subject be referred to the Rate Clerks for their recommendation.

Rates and Divisions on Yellow Pine Lumber, Arkansas to Trunk Line Points.

This subject was considered at meeting 6th (Proceedings No. 65) and laid over.

At meeting to-day the Chairman stated he had not been furnished with copy of Division Sheet but was advised by G. F. A., Mo. Pac. Ry., that Division Sheets would be sent to the several lines to check.

The Chairman was requested to call the roll for the

purpose of ascertaining whether any road, member of the Committee, had advised the Mo. Pac. that they would participate in the proposed divisions.

The roll being called all members present, except one, answered in the negative. The one member stated that on the authority as published by C. F. A. Information No. 1001-A they gave the authority which still stands.

After further consideration of the subject, it was

Moved, That a Committee of three (3) composed of the B. & O. S. W., C. C. C. & St. L. and Wabash representatives, be appointed to consider the matter and draw up a recommendation to the C. F. A. that will enable the East St. Louis lines to handle Yellow Pine Lumber (received from Western Lines) east of East St. Louis, based on published through rates, same as similar traffic from East-side lines via Cairo, and report to this Committee at next meeting.

Rate on Crude Silica or Silicious Earth.

This subject last considered Sept. 18, Proceedings No. 58, and is again brought up by letter from a shipper recommending that the rate recently authorized on Crude Silica or Silicious Earth, by C. F. A. Information Nos. 4670 and 1009-A, be canceled, and it was

Moved, That the matter be continued on the docket until next meeting.

Official Class'n. Rules Not Being Enforced on Shipments of Livestock From East St. Louis.

This subject brought up by letter 9th inst., file I-427, from Chairman C. F. A., which was read, and it was

Moved, That the subject be tabled.

Use of Proportion of Cairo Rate From East St. Louis on Reconsigned Lumber.

This subject brought up by letter Nov. 13th, file

11236, from Chairman C. F. A., which was read, and it was

Moved, That the Chairman reply to Chairman C. F. A. to the effect that it is the universal practice among C. F. A. lines that when destination of a shipment is changed enroute and before delivery as per original Bill of Lading has been accomplished, to protect the through rate from point of shipment to ultimate distination.

Rate on Pyrites (Iron), Pyrites Screenings or Sulphide Ore.

This subject brought up by a member calling attention to T. St. L. & W. Supplement No. 18 to Tariff I. C. C. No. 210, carrying rate of $2.00 per ton, East St. Louis to Cleveland, Ohio, instead of $2.20 per ton as per C. F. A. Information 4589.

Chairman stated he had taken subject up with A. G. F. A., T. St. L. & W. R. R., who had referred it to their Toledo office, but as yet reply had not been received.

In view of the above, it was

Moved, That the subject be laid over until next meeting.

Note.—In the meantime the Chairman endeavor to ascertain if any other road, member of the Committee, carries the $2.00 rate to Cleveland.

Pig Lead Rates Being Charged on Antimonial Lead in Pigs.

The subject of Wabash R. R. withdrawing Tariff No. 29201-AH., Amendment No. 18, was brought up by letter Nov. 14th, file 10960, from Chairman C. F. A., which was read.

The Wabash representative stated that in the first place the Pig Lead rate was originally an unauthorized rate and did not specify the kind of Lead and that they were applying the Pig Lead rate on Antimonial Lead,

which was the same kind of load that the roads had been carrying as Pig Lead for years before provision had been made in the Official Clas'n. for Antimonial Lead. That the lead they have been carrying as Pig Lead did not change with the Official Class'n. and that a change in the Official Class'n. does not change a Commodity Rate.

He further stated that he had explained their position to Chairman C. F. A., and to the Chief Inspector, when the subject was brought up, and the item Antimonial Lead was simply put into their Tariff to avoid controversy.

Delay Caused by Government Manifests Not Accompanying Shipments to Canadian Points.

This subject brought up by Joint Letter Nov. 5th, file 11226, from Chairman C. F. A., which was submitted to all members by Circular Letter No. 184, Nov. 9th, file 4254.

After consideration of the subject at meeting today, the following was adopted:

In line with action taken by the Cincinnati Freight Committee, we recommend that the Central Freight Association promulgate a rule to cover the question, and that Chairman C. F. A. be requested to issue a notice to Western and Southern connections advising them of the government requirements and that shipments will not be accepted unless these regulations are complied with.

Rate on Fire Brick, Etc.

Attention was called to Wabash R. R. Tariff 29201-AH., Amendment No. 18, not being in line with C. F. A. Info. No. 972-A, and at request of Wabash representative, it was

Moved, That the subject be laid over until next meeting.

Rules Requiring Kind of Lumber to Be Specified on Receipts, Etc.

This subject last considered at meeting Oct. 30th,

see Procedings No. 64, and reply made to Chairman C. F. A. as instructed. At meeting today the subject brought up again by letter Nov. 6th, file Info. 3936, from Chairman C. F. A., requesting that the subject be again placed before the Committee, with the view to having the rules in Info. Circulars No. 985-A and 3936 enforced.

After consideration, it was

Moved, That the Chairman Central Freight Ass'n. be requested to furnish specific reference to some violations of the rules.

Rates on Sublimed Lead, Carloads.

Attention was called to Wabash Tariff No. 29201, naming rates applying on shipments from beyond, also to rates named in Amendment No. 18, page 2.

A. G. F. A. Wabash stated that the rates shown in the Amendment, No. 18, apply on all shipments of Sublimed Lead. That Tariff would be amended making it clear that rates in original Tariff No. 29201 do not apply.

Next Meeting of the Committee.

It was moved that when the Committee adjourns it be for two weeks, the next meeting to be on December 4th.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 526."

Proceedings No. 67.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 4th, 1903.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—C. A. Ryan, S. J. Cook.

C. & E. I. R. R.—E. J. Knickerbocker, A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—Geo. Becker.
L. H. & St. L. Ry.
Southern Ry.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Proportional Rate on Lumber to Canadian Points, and Application from the Lumbermen's Exchange for Relief.

The subject of proportional rates on Lumber to Canadian Points was last considered at meeting Nov. 20th, see Procedings No. 66, and laid over for reply from C. B. & Q.

At meeting today the Chairman read correspondence with C. B. & Q. since meeting Nov. 20th to the effect that the C. B. & Q. declined to cancel their tariff.

During the discussion of this subject attention was called to a letter from the Lumbermen's Exchange reciting the disadvantages under which the dealers labor in handling Lumber through St. Louis vs. other gateways, and after careful consideration of the matter, it was

Moved, That a Committee of three, consisting of Messrs. Bushnell, Sheill and Becker, with the Chairman as Ex-Officio Chairman, be appointed to consider the subject presented by the Lumbermen's Exchange, in connection with the publication of proportional rates by the C. B. & Q. R. R., with the understanding that both subjects be treated with the view to confining the reconsigning privileges and rates to Hardwood Lumber and report their recommendation to this Committee at next meeting.

Proper Basis for Rates to L. S. & M. S. R. R. Stations, Millersburg to Waterloo, Inclusive.

This subject was last considered at meeting Nov. 20th, and referred to Rate Clerks.

The Rate Clerks met in the office of the Chairman, Nov. 24th, and adopted recommendations to the St. Louis Eastbound Freight Committee (subject to the approval of the Wabash R. R., as that Company was not represented).

At meeting today A. G. F. A. stated that he was not in a position to give an intelligent reply, and therefore requested that subject be laid over until next meeting, and it was

Moved, That the subject be laid over until next meeting.

Rates and Divisions on Yellow Pine Lumber, Arkansas to Trunk Line Territory.

This subject last considered at meeting Nov. 20th, see Proceedings No. 66, and referred to Special Committee for report to this Committee. At meeting today Chairman read report of Special Committee, as follows:

"Yellow Pine Lumber being a highly competitive Commodity, as between different producing districts, prices being fixed and sources of supply and demand chiefly defined, which conditions have been recognized by all lines in the territory in which it is manufactured and the necessity to apply the same through rates to Eastern Cities from Mills west of the Mississippi River in Arkansas, Texas and Louisiana, as are in effect from mills in Mississippi and Alabama having developed, your Committee recommends that C. F. A. Information Circular No. 1042-A be amended by the addition of a third Section and a Note as follows:

"The same through rates as are current from points within the territory described in Section One hereof, may be published from points in Arkansas, Louisiana

west of the Mississippi River, and Texas, and when lower than the combination of local or proportional rates via Mississippi River Crossings, Cairo to East St. Louis inclusive, they also may be divided on the percentage divisions provided herein; proportion of lines east of East St. Louis to be computed by sub-dividing proportion east of Cairo on divisions as per C. F. A. Information No. 998, series A, or subsequent issues thereof."

Note.—These divisions are to be used only in the protection of through rates published by originating lines, and proportional rates based on these divisions from Ohio or Mississippi River Crossings are not to be published.

After due consideration, it was

Moved, That the Report of the Special Committee be adopted and recommendation made to C. F. A. in line therewith.

Missouri Pacific Joint Percentage Sheet No. 698-A.

Attention was called to the above, particularly the last item, as follows:

To points east of the Western Termini of Trunk Lines.—When from Cairo, Gale and Thebes, proper.

It being claimed that as the distance Cairo to East St. Louis is more than 150 miles, the per cents named are not authorized to apply on Cairo Traffic, and it was

Moved, that the Chairman take the subject up with the Mo. Pac. Ry. with the view to having their issues amended and to note authority for the percentages from Gale and Thebes, proper.

Rates on Crude Silica or Silicous Earth.

This subject last considered at meeting Nov. 20th, see Proceedings No. 66, and laid over on request of a member.

At meeting today after further investigation it was

Recommended, To the Central Freight Ass'n. the cancellation of authorities No. 4670 and 1009-A, as we have

reached the conclusion that the proper rates to apply on Crude Silica or Silicous Earth are those currently authorized to apply on Clay.

Individual Tariffs on Pyrites (Iron), Pyrites Screenings or Sulphide Ore, Etc.

This subject last considered at meeting Nov. 20th, and laid over for information, etc., see Proceedings No. 66.

At meeting today Chairman read letter Dec. 1st, file I-726, from Chairman C. F. A., and C. F. A. Info. No. 4766, Nov. 24th, naming rate of $1.50 per ton, Chicago to Cleveland.

In order to equalize the through rate via East St. Louis gateway, it was

Moved, That we recommend to the Central Freight Ass'n. the establishment of rate, $2.00 per gross ton, C. L., minimum 20 gross ton, except when marked capacity of car is less, in which case the marked capacity of the car will be the minimum weight, but in no case will the minimum weight be less than 15 gross tons, on Pyrites (Iron), Pyrites Screenings or Sulphide Ore, from East St. Louis to Cleveland and Toledo, Ohio, Detroit and Ypsilanti, Mich.

Rules Requiring Kinds of Lumber to Be Specified on Receipts, Etc.

This subject was last considered at meeting Nov. 20th and Chairman C. F. A. requested to furnish specific reference to some violations of the rules, etc.

At meeting today Chairman read letter Nov. 24th, File Info. 3936, from Chairman C. F. A., to the effect that they had no advices stating specifically any instances where rules were violated, etc., but requested that action be taken to the effect that authorized rules will be observed, etc., and it was

Moved, That it is the sense of this Committee that the rules will be observed.

Rate on Pig Lead, vs. Antimonial Lead, in Pigs, Carloads and Less.

This subject last considered at meeting Nov. 20th, see Proceedings No. 66 and reply made to Chairman C. F. A. in line with statements made by Wabash representative.

At meeting today Chairman read letter Nov. 25th, file 10960 from Chairman C. F. A., on this subject, after discussion the following was adopted:

Whereas, As there is not sufficient difference in value between Pig Lead and Antimonial Lead, in pigs, as compared with different grades of Pig Lead, from different localities whereby distinction could be made in rating,

Resolved, That we recommend to the C. F. A. that where specific rates are currently authorized on Pig Lead in carloads, on basis less than that provided for by Official Class'n. that such specific rates be authorized to apply on Antimonial Lead in pigs.

In connection with the above subject a member brought up the question of rates on Antimonial Lead, in pigs, and Pig Lead on L. C. L. shipments.

The Official Class'n. classes Pig Lead, L. C. L., 4th and Antimonial Lead, in pigs, 3rd. It was deemed inconsistent to charge higher rate on Antimoniol Lead, L. C. L., than on Pig Lead, L. C. L., in view of the fact that the two commodities are taken at the same rates in C. L. lots.

After consideration of the subject, the following was adopted:

Recommended, To the Official Class'n. Committee that it is the sense of this Committee that all kinds of Lead in pigs, L. C. L., should be on the same basis, either 3rd or 4th class.

Rates on Blocks or Brick, Fire Brick and Flue Lining.

This subject considered at meeting Nov. 20th and

laid over upon request of Wabash representative. (See Proceedings No. 66.)

At meeting today attention was called to Circular Letter No. 189, issued Nov. 30th, with the view of ascertaining whether Tariffs of all other lines published the authorized rates.

The Chairman stated he had not as yet received replies from all lines. During the discussion on the subject it was ascertained that some other lines had unauthorized rates in effect and it was

Moved, That the subject be laid over until next meeting.

Should Rates on Lead Ore in Information No. 1041-A Be Limited to Shipments from Beyond the Mississippi River?

This subject brought up by letters Nov. 27th and Dec. 1st, file Info. 1041-A, from Chairman C. F. A., which was read, and after disussion it was

Moved, That the Chairman C. F. A. be advised that this Committee does not know of any Lead Ore deposits east of the Mississippi River, consequently there would be no local movement from the points specified in Info. 1041-A, if such is not the case, to please name the points intermediate that would be affected.

Rates on Clay, Shale and Kaolin.

This subject brought up by letter Nov. 24th, file J-20, from Chairman C. F. A., submitting copy of proposed rates to apply from Thebes, Cairo and other Ohio River Crossings, on shipments originating south of the Ohio and west of the Mississippi River, and after an examination of the figures the following was adopted for transmission to Chairman C. F. A.:

The St. Louis Committee having reviewed the proposed rates on Clay, Shale and Kaolin, submitted per Advice Letter No. J-20 of Nov. 20th to apply from Mississippi and Ohio River Crossings named, when from South of the Ohio and west of the Mississippi

Rivers, wish to protest against the adoption of said rates as their opinion is, that they are needlessly low and to establish a line of rates from East St. Louis, observing the usual differential of 20 cts. per ton under Cairo and Thebes would cause a radical reduction in the present rates from East St. Louis on which current traffic is moving in large volumes.

In support of the protest I attach list of rates to Basing points (as per Minimum Basing Book No. 9), showing rates the St. Louis lines would insist upon from East St. Louis in the event of the Cairo-Thebes figures being adopted, together with rates at present in effect from East St. Louis as per C. F. A. authorities.

Rate on Cast Iron Pipe from East St. Louis.

This subject brought up by letters Nov. 21st and 25th, file 9312-A from Chairman C. F. A., asking authority to cancel rates at present in effect from East St. Louis on Cast Iron Pipe, account none being manufactured in St. Louis or East St. Louis.

The Chairman stated that he had referred the subject to the Rate Clerks at meeting, November 24th, for their recommendation to this Committee, which was read, and it was

Moved, That the report of the Rate Clerks be transmitted to Chairman C. F. A., as recommendation of this Committee, as follows:

Recommended, That Chairman C. F. A. be advised that the Central Freight Ass'n. should continue to authorize rates on Cast Iron Pipe, C. L., from East St. Louis to points in C. F. A. territory, on and east of the Illinois-Indiana State Line, 20 cts. per ton lower than rates effective from Cairo, Gale, Thebes or East Cape Girardeau.

Protection Via East St. Louis of Lowest Combination of Rates from Pacific Coast to Eastern Cities.

This subject brought up by letter Nov. 19th from A. G. F. A., B. & O. S. W. Mr. Hart not being present, it was

Moved, That the subject be laid over until next meeting.

Weights on Potatoes.

This subject last considered Aug. 7th, Proceedings No. 56, was brought up again by letter Nov. 19th from a member asking information in connection with C. F. A. Info. No. 4630, which was transmitted to the Committee by Circular Letter No. 188, Nov. 23rd, and it was

Moved, That the subject be laid over until next meeting.

Letter from a Member Regarding Cost of Marine Insurance on Rail and Lake Traffic.

This subject brought up by letter Nov. 30th, file K-176 from D. F. A., C. & E. I. R. R. It was stated that this Committee had nothing to do with Lake and Rail Traffic, and it was

Moved, That the subject be tabled.

Advancing Drayage Charges. (*C. F. A. Info. No. 4751.*)

This subject brought up by letter Dec. 3rd, file E-905, from A. F. G. A. Ill. Cent. R. R., which the Chairman read and after discussion, it was

Moved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 527.

Proceedings No. 68.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 11, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—E. L. Roederer.
C. P. & St. L. Ry
Ill. Cent. R. R.
L. H. & St. L. Ry.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Proper Basis for Rates to L. S. & M. S. Stations, Millersburg to Waterloo, Ind., Inclusive.

This subject last considered at meeting Dec. 4th, See Proceedings No. 67, and laid over.

At meeting today the following was adopted:

Whereas, Stations Millersburg to Waterloo, Ind., on the L. S. & M. S. R. R., now taking Defiance "P" basis, are intermediate via Chicago and L. S. & M. S. to Auburn and Auburn Junction, now taking "O" basis,

Recommended, That Auburn and Auburn Junction, Ind. (Basing Points) now shown in Minimum basing Book No. 9 as taking "O" scale of rates 43-13½ cts. be changed to "P" scale, 44-14 cts.

Rates on Blocks or Brick, Fire Brick and Flue Lining.

This subject considered at last meeting and laid over.

At meeting today, account of some interested members not being present, it was

Moved, That action on the subject be deferred until next meeting.

Protection Via East St. Louis of Lowest Combination of Rates from Pacific Coast to Eastern Cities.

This subject brought up at meeting 4th by letter from a member and laid over (See Proceedings No. 67).

At meeting today Chairman read letter referred to above and after due consideration the following was adopted:

Moved, That the subject be referred to Chairman C. F. A., requesting him to take the matter up with the Transcontinental Freight Bureau to develop why through rates are not published on Green Vegetables and Potatoes from Pacific Coast points to Trunk Line points and what necessitates making the rates on combination of locals to and from the Mississipi River or Chicago, also with the view to having through rates established so that this gateway may be placed in position to compete for a share of the traffic.

Weights on Potatoes.

This subject brought up by letter from a member, which was transmitted to members by Circular Letter No. 188 and at meeting Dec. 4th laid over. (See Procedings No. 67.)

At meeting today after consideration of the subject, during which the Chairman read letter from Secretary, Local Freight Agents' Ass'n., it was

Moved, That the subject be tabled.

Are All Roads Strictly Conforming to Official Class'n. Rules in the Handling of Live Stock?

This subject brought up by letter Dec. 7th, file 7376,

from Chairman C. F. A., which was read and after roll call, following was adopted:

I move you, Mr. Chairman, that it is the sense of this Committee that all lines, members of the Committee, are following the rules to which reference is made by Chairman C. F. A.

Participation in Rates on Sulphur, C. L., from Louisiana Mines to Central Freight Ass'n. Points.

This subject brought up by letter from a member which was read and it was

Moved, That action on the subject be deferred until next meeting.

Application for Rate on Beauxite Ore Concentrates, C. L., East St. Louis to Shawinigan Falls, Canada.

This subject brought up by letter from a shipper, which the Chairman read, and it was

Moved, That the subject be laid over for further information.

Letter from Traffic Manager St. Louis World's Fair.

Chairman read letter Dec. 9th from Traffic Manager, St. Louis Wold's Fair, requesting that he be notified by the St. Louis lines of the receipt of shipments consigned to the Louisiana Purchase Exposition Co., or other parties on the World's Fair Grounds, when said traffic is received from their connections.

After due consideration the following was adopted:

Moved, That T. M. Hillery be advised that the individual lines will give him all the assistance they possibly can in the handling of this traffic and that they will submit his request to their respective Transportation Departments with that end in view.

Note.—Chairman to issue Circular Letter to resident members of the Committee giving them a copy of T. M. Hillery's letter.

Pig Lead and Spelter to Grand Haven, Mich.

This subject brought up by letter from a member submitting letter from Pere Marquette R. R. requesting that Grand Rapids rate apply on Pig Lead and Spelter, C. L., to Grand Haven, Mich.

Chairman called attention to Minimum Basing Book No. 9, showing Grand Haven as taking Grand Rapids basis and that rate to Grand Rapids is 13 cts. per 100 lbs.

In view of the above Chairman to call attention to the fact that Minimum Basing Book No. 9 provided rate basis.

No action by committee deemed necessary.

Rates on Cast Iron Pipe From East St. Louis.

This subject last considered at meeting Dec. 4th, and recommendation made to C. F. A. (See Proceedings No. 67.)

At meeting today letter Dec. 8th from Chairman C. F. A., file 9312-A, was read stating that C. F. A. Info. 3963 names rates from East St. Louis and Cairo and reissue not necessary.

Chairman stated that the rates to some of the points in Info. 3963 were not 20 cts. per ton lower from East St. Louis than from Cairo. As no Cast Iron Pipe manufactured in East St. Louis it was not deemed sufficient importance to have the Information amended and it was

Moved, That the subject be tabled.

Rates on Pig Lead and Antimonial Lead in Pigs, L. C. L.

This subject last considered at Meeting Dec. 4th, and recommendation made to Official Class'n. Committee (Proceedings No. 67). At meeting today letter from Chairman Official Classification Committe was read, but as the member who brought subject up Dec. 4th was not present, it was

Moved, That the subject be laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 528.

Proceedings No. 69.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 18, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.
C. & E. I. R. R.—A. D. Lightner.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates on Blocks or Brick, Fire Brick and Flue Lining.

This subject was laid over 11th account interested members not present.

At meeting today for the same reason, it was

Moved, That this subject be laid over until next meeting.

Participation in Rates on Sulphur, C. L., from Louisiana Mines to C. F. A. Points.

At meeting today attention was called to C. F. A. Advice Letter I-902, submitting rates on the Commodity in question also C. F. A. Advice Letter J-7, to the effect that interested roads individually advise that they would not make the rates effective.

On request the roll was called to ascertain what action members have taken in regard to participation in rates on Sulphur, from Brimstone and Sulphur Mine, La., to C. F. A. Points, covered by C. F. A. Advice Letter No. I-902. All members answered to the effect that they had not authorized or participated in rates not authorized by the C. F. A.

Attention having been called to Tariffs of Southern roads being in effect naming rates from Brimstone and Sulphur Mine, La., to various points in C. F. A. Territory, after discussion the following was adopted:

Moved, That attention of Chairman C. F. A. be called to the fact that notwithstanding basis of division of rates, submitted in Advice Letter No. I-902, on Sulphur, C. L., from Brimstone and Sulphur Mine, La., to various C. F. A. Points were not adopted by roads in Central Freight Ass'n., the rates mentioned therein, or lower, are in effect by Tariffs of Southern Roads, and ask that he again submit the matter to roads in interest with the view of ascetaining if any line in the Central Freight Ass'n. are accepting percentage division of the proportion accruing to lines north of New Orleans, after allowing lines west of New Orleans their arbitraries.

Inquiry as to What Percentages Are Authorized to Apply Between Cairo Proper and Points East of the Western Termini of Trunk Lines Via East St. Louis.

At meeting 11th the Chairman was requested to examine the records on this subject and also ascertain present status of recommendation to C. F. A. regarding per cents for division of rates between Southern Illinois points via East St. Louis and Eastern Cities, See Proceedings No. 32, Jan. 9th, 1903.

At meeting today the Chairman stated he had written Chairman C. F. A. and received reply that subject had been referred to a Sub-Committee of the Central Freight Ass'n. and Trunk Line Ass'n. roads having under consideration the question of Arbitrary or Ter-

minal allowances made to all roads, in C. F. A. Territory. Said Committe met in New York, Oct. 21st, but had not as yet been able to dispose of the subject.

After discussion, it was

Moved, That this matter be placed in the hands of a Sub-Committee of four (4) with the Chairman as Chairman Ex-Officio, for consideration and report at next meeting.

The Chairman appointed as the Committee the representative of the B. & O. S. W. R. R., C. C. C. & St. L., T. H. & I and Ill. Cent. R. R.

Missouri Pacific Joint Percentage Sheet No. 698-A.

This last considered at meeting 4th, Proceedings No. 67. At meeting today Chairman read correspondence with G. F. A. Mo. Pac. Ry., regarding publication of percentages as per Mo. Pac. Division Sheet No. 698-A, on Traffic from Cairo to points east of the Western Termini of Trunk Line, etc., showing present status of the subject, and it was

Moved, That papers be referred to the Special Committee having the Cairo, etc., percentage matter in charge.

Should Rates on Lead Ore in Information 1041-A Be Limited to Shipments from Beyond the Mississippi River?

This subject last considered at Meeting Dec. 4th, see Proceedings No. 67.

At meeting today Chairman read letter Dec. 11th, file 10077-A, from Chairman C. F. A., to the effect that there were no Lead Ore Deposits east of the Mississippi River, etc., but requested that the Committe consent to limit the basis named in Info. 1041-A to Lead Ore shipments originating west of the River.

After discussion, it was

Moved, That the rates referred to in C. F. A. Info. No. 1041-A be published as proportional rates only, ap-

plying on shipments originating beyond the Mississippi River and south of the Ohio Rver.

Propostion to Change Rates in C. F. A. Info. 1058-A from East St. Louis.

This subject brought up by letter Dec. 15th, file 8971, from Chairman C. F. A., which was read and after discussion the Chairman was instructed to advise Chairman C. F. A. that the St. Louis Committee have reviewed this matter and they do not deem it expedient to revise the basis of rates in accordance with his suggestions.

Rates on Pig Lead and Antimonial Lead, in Pigs, L. C. L.

This subject was last considered at meeting 4th, proceedings 67.

At meeting today Chairman read letter Dec. 9th, from Chairman Official Class'n. Committee, to the effect that the subject has been considered several times on applications to apply on Antimonial Lead the Pig Lead rates, without affirmative action thereon, etc., and requested to know whether the Committee desired subject reconsidered in view of these facts.

After discussion, it was

Moved, That it is the sense of this Committee that further consideration should be given the subject with the view to putting Pig Lead, L. C. L., on 3rd class basis, the same as Antimonial Lead, L. C. L.

Request for Legislation in Connection with C. F. A. Info. 1059-A, Providing for Divisions to Additional Eastern Points.

This suibject brought up by letter from a member which was read and it was

Moved, That the letter be submitted to resident members by Circular Letter so that they may consider the proposition and come prepared to act on the subject at next meeting.

Rates on Clay Shale and Kaolin.

This subject last considered at meeting Dec. 4th, Proceedings No. 67. At meeting today Chairman read letter Dec. 17th, file J-20, from Chairman C. F. A., to the effect that in view of objections offered to rates submitted by Advice Letter J-20 it has been decided to convene the Committees from East St. Louis, Thebes and Ohio River Crossings on Dec. 22nd to consider the rates proposed.

After consideration the following was adopted:

Moved, That Messrs. Hodgdon and Bushnell be requested to attend the meeting called in Chicago, December 22nd, to consider rates on Clay, etc., from Ohio River Crossings, East St. Louis and Thebes, so that they can explain the conditions under which the traffic has been handled from East St. Louis in the past and the views of the St. Louis lines on the question.

Letter from Traffic Manager St. Louis World's Fair.

This subject brought up by letter Dec. 17th from a member submitting copy of letter from Traffic Manager, St. Louis World's Fair, requesting roads to mark the door on side of car from which to unload freight, and it was

Moved, That the Chairman advise Mr. C. L. Hillery, T. M., that his communication, addressed to certain eastern roads, in regard to marking car door so that side from which it is to be unloaded can be determined, has ben referred to this Committee and on consideration it was thought that the best plan would be for him to issue a Circular Letter to Exhibitors, requesting them to designate the side from which car is to be unloaded, in as much as nearly all carload shipments are loaded by shippers and not by the railroads.

Reconsigning Shipments of Lumber En Route.

This subject considered at meetings Nov. 20th and Dec. 4th, see Proceedings No. 66 and 67.

At meeting today Chairman read letter Dec. 16th, file 11236, from Chairman C. F. A., on subject of reconsigning Lumber en route and the letter was referred to the Special Committee, appointed December 4th, to consider Lumber rates, etc.

Out-Turn Weights on Shipments of Produce.

A member brought up the subject of out-turn weights on shipments of Onions, etc., and requested roll called for the purpose of ascertaining views of members on the following:

"I want to know if the rules as per C. F. A. Info. No. 4630, (Special Notice No. 1375) are being complied with, or if lines, members of this Committee, are accepting out-turn wagon scale or invoice weights on shipments of Potatoes, also how lines, members of the Committee construe the application of this Notice, which is specifically with reference to Potatoes, on other kinds of Produce, Onions, Turnips, etc., from C. F. A. Points to St. Louis or East St. Louis.

All members not being prepared to answer enquiry, it was

Moved, That the subject be submitted by Circular Letter to the members and subject listed for consideration at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 529.

Proceedings No. 70.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 29th, 1903.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—

C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates on Blocks or Brick, Fire Brick and Flue Lining.

This subject laid over 18th and laid over again today account absence of an interested member.

Proposition to Change Rates in C. F. A. Info. 1058-A from East St. Louis.

This subject considered at previous meeting. (See proceedings No. 69) and reply made to Chairman C. F. A. as instructed. At meeting today Chairman read letter Dec. 24th, file 8971, from Chairman C. F. A., but account of absence of an interested member, it was

Moved, That the subject be laid over until next meeting.

Request for Legislation in Connection with C. F. A. Info. 1059-A Providing for Divisions to Additional Eastern Points.

This subject considered at last meeting and as instructed Circular Letter (No. 192) issued. At meeting today, it was

Moved, That the subject be deferred until member submitting proposition is present.

Rates on Clay, Shale and Kaolin.

This subject considered at meeting 4th and protest

entered with Chairman C. F. A. against the proposed rates, etc. The subject also considered at meeting Dec. 18th, and Messrs. Bushnell and Hodgdon requested to attend the Chicago meeting Dec. 22nd, and explain condition, etc., under which traffic handled from East St. Louis.

At meeting today the Chairman read letters Dec. 23rd and 24th, file 10077-Q, from Chairman C. F. A., on the subject and after discussion the following was adopted:

Whereas, The St. Louis lines believe that the present and proposed rates on Clay, Shale and Kaolin (crude) from Ohio River Crossings, Gale and Thebes, are a menace to the East St. Louis interests, be it

Recommended, That the entire subject of rates on Clay, Shale and Kaolin (crude) from Ohio and Mississippi River Crossings be referred to the Chief Traffic Officials of the interested lines for the purpose of securing a general advance from Ohio River Crossings, Gale and Thebes, or failing in this, a general revision of rates, with the view of placing all crossings, including East St. Louis, on a parity.

Application for Rate on Bauxite Ore Concentrates, C. L., to Shawinigaw Falls, Quebec.

This subject last considered at meeting Dec. 11th, proceedings No. 68, and laid over for information, the Chairman being instructed to take the subject up with the Canadian Pacific and Grand Trunk for the purpose of ascertaining whether they would be agreeable to establishing rate of 30½ cents per 100 lbs. on the Commodity in question to Shawinigan Falls. At meeting today Chairman read letter Dec. 17th, file 40594, from G. F. A. Grand Trunk, and letter Dec. 21st, file B-22726, from A. F. T. M. Canadian Pacific, to the effect that 30½ cents was agreeable, and it was

Recommended, To the C. F. A. establishment of rates on Beauxite Ore Concentrates, in bags, sacks or

barrels, minimum C. L. weight 40,000 lbs. (released to a valuation of $10.00 per net ton and so stated in shipping tickets) from East St. Louis to Shawinigan Falls, Quebec, 30½ cents per 100 lbs.

Out-Turn Weights on Shipments of Produce.

This subject considered at meeting 18th, (See Proceedings No. 69) and as instructed Circular Letter (No. 193) issued.

After further consideration of the subject at meeting today, the following was adopted:

Whereas, It having developed that the provisions of C. F. A. Info. No. 4630 (St. Louis Eastbound Freight Committee Special Notice No. 1375) are not being complied with and that invoice weights or out-turn weights are being accepted on shipments of potatoes, received from various C. F. A. points, at East St. Louis, and that the terms of Info. 4630 being difficult, if not impossible to comply with,

We Recommend, To the Central Freight Ass'n that same be cancelled.

Rates and Divisions on Yellow Pine Lumber, Arkansas to Trunk Line Points, Etc.

At meeting today Chairman read letter Dec. 22nd, file 10077-A, from Chairman C. F. A. stating that owing to the result of vote on C. F. A. Advice Letter J-88, containing proposition of the St. Louis Comitttee, adopted at meeting Dec. 4th, (Proceedings No. 67) the subject would be referred to the Committee on Relation with Southern Roads, and in consequence no action necessary by the Committee at present time.

In connection with the above, Chairman read letter from a member submitting copy of letter Dec. 17th, file 19296-D from G. F. A. Kansas City Southern Ry., addressed to Messrs. McLaughlin, Hodgdon, Whitney and Ingalls, which was read and statements made as follows:

The question of rates and divisions on Yellow Pine

Lumber being docketed by the C. F. A. for consideration at the January meeting, lines, members of this Committee, individually announce that no action will be taken on the proposition submitted by Mr. E. E. Smythe of the Kansas City Southern Ry. until after that time, when the matter is to be submitted to this Committee for furher consideration.

Rates on Red, White and Sublimed Lead, Etc.

The subject of cancelling present rates, C. F. A. 4481-4676 and 1011-A, was brought up by letter from a member, which was issued to all members by Circular Letter (No. 194), Dec. 21st, also by letter 22nd, file Info. 4481, from Chairman C. F. A.

At meeting today Chairman stated he had not as yet received replies from all members, and it was

Moved, That the roll be called to ascertain whether various lines, members of the Committee will republish the rates named on Red, White and Sublimed Lead, etc.

Chairman was instructed to secure expression of absent members on the above and advise members of the Committee as soon as possible.

In connection with the above, Chairman read letter Dec. 22nd, file Info. 4481, from Chairman C. F. A. on subject of adding Zinc Lead Flue Dust to the list of articles published in Info. 4481, etc.

In view of the fact that the rates on the Commodities in question, as per Info. 4481, were issued to expire Dec. 31st, the Committee were of the opinion that no action necessary.

In answer to roll call and enquiry to absent members, after the meeting adjourned, all members, except one, replied to the effect that the rates would expire Dec. 31st, in accordanc with C. F. A. authorities.

One member advised to the effect that their Tariff did not provide for rates on Sublimed Lead to expire Dec. 31st, and rates therefore, would not expire on that date.

Free or Reduced Return Transportation for Attendants with Live Poultry.

This subject brought up by letter from a member which was read. Members stated that it was not the practice of granting free or reduced transportation to attendants in charge of Live Poultry, Live Poultry not being classed as Live Stock, and it was

Moved, That the subject be tabled.

Proportional Rates on Lumber to Canadian Points.

Application from the Lumbermen's Exchange for Relief.

Reconsigning Shipments of Lumber En Route.

The Special Committee, appointed at meeting 4th, not being prepared to make report, requested more time, and it was

Moved, That the subjects be laid over until next meeting.

Rate on Residium of Sulphate of Lime.

Chairman read letter from a member on this subject, and it was

Moved, That action be deferred until next meeting.

Next Meeting of the Committee.

On motion the meeting adjourned until Friday, January 8th, at 10:30 a. m.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit No. 530.

Proceedings No. 71.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 8th, 1904.

Representation:

Morning Session.

B. & O. S. W. R. R.—Edwin Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. Ry.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. Ry.—R. H. Sheill.

R. M. Fraser, Chairman.

Afternoon Session.

Representation:

B. & O. S. W. R. R.—Edwin Hart, Jr.
C. & A. Ry.—R. D. Yoakum.
C. & E. I. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Morning Session.

Percentages Between Cairo Proper and Points East of the Western Termini of Trunk Lines.

Missouri Pacific Joint Percentage Sheet 698-A.

The above subjects were, on Dec. 18th, referred to a Special Committee for consideration and report to this Committee. (See Proceedings No. 69.) At meeting today the Chairman stated that the Committee had met on January 5th and given subjects consideration but had not as yet made complete report. For information of the Committee the Chairman read action taken on the subjects by the Special Committee showing the progress, etc., and it was

Moved, That the Committee be given further time to make a complete report.

Proportional Rates on Lumber to Canadian Points. Application of Lumbermen's Exchange for Relief. Reconsigning of Shipments of Lumber en Route.

These subjects considered at previous meetings and referred to a Special Committee for consideration and report to the general meeting, (See Proceedings No. 67, 60 and 70.)

The Chairman of the Special Committee stated that they were not prepared to make final report to the General Committee, except on "Reconsigning of shipments of Lumber en route," but the report so far as they had gone was submitted for instructions, etc., and it was

Moved, That the Special Committee be instructed to further consider the subject and make final report at some future meeting, it being understood that as soon as the Special Committee is prepared to submit their report, the Chairman shall call a Special Meeting to consider the subject.

Reconsigning Lumber En Route.

This subject last considered at meeting Dec. 18th,

Proceedings 69, and referred to Special Committee for report. Chairman read report on subject of "Reconsigning Lumber en route," and it was

Moved, That the report of the Special Committee, as amended be received and communicated to Chairman C. F. A., as the sense of this Committee.

The amended report is as follows:

"No legislation of the Central Freight Ass'n can be found prohibiting the practice of reconsigning shipments of Lumber (or any other Commodities) while in transit and protecting the current through rates and divisions from points of origin to final destinations, applying via routes shipments travel.

If it is found that legislation does exist prohibiting the reconsigning of lumber en route, that the same be cancelled.

It is a matter of record that the reconsigning of lumber is permitted at Memphis, Cairo, Gale, Thebes and other points, therefore, the practice of reconsigning Lumber at East St. Louis by the East St. Louis Lines does not seem inconsistent from any point of view, nor does it permit of any manipulation of through rates."

Proposition to Change Rates in C. F. A. Info. 1058-*A from East St. Louis.*

This subject last submitted at meeting Dec. 29th, Proceedings No. 70 and laid over. At meeting today letters Dec. 21st, 24th, and Jan. 2nd, file 8971, from Chairman C. F. A. were read and after due consideration, it was

Moved, That Chairman C. F. A. be advised that while we feel that we cannot take the action suggested, as East St. Louis is simply on a parity with Chicago and regretting that it might possibly make a reduction from Chicago, we believe that we should not get away from the general principle that the East St. Louis rate should be pro-rated from Upper Mississippi River Crossings.

Letters from Members Recommending Legislation in Connection with C. F. A. Info. 1059-A Providing for Additional Eastern Points.

This subject last submitted at meeting Dec. 29th, proceedings No. 70, and laid over.

At meeting today Chairman read letter Dec. 12th, file W-1255, from A. G. F. A. Wabash R. R. which was submitted to members by Circular Letter No. 192, also letter Dec. 26th, file 20551, from A. G. F. A. B. & O. S. W. R. R., regarding G. F. A. M. & O. R. R., letter Oct. 19th, 1903, file 48566-D and 38177 submitting proposed percentage sheet to Eastern Cities, and it was

Moved, That the correspondence be sent to Chairman C. F. A., with the request that he place it in the hands of the Special Committee, (composed of the Mississippi Valley, Central Freight Ass'n, and Trunk Line Roads), which we understand has similar matters under consideration.

Rates on Blocks or Brick, Tank or Furnace, Fire Brick and Flue Lining.

This subject was on docket for consideration at previous meeting, see proceedings No. 66, 67, 69 and 70, but not disposed of.

At meeting today the subject was generally discussed but no conclusion reached (at 1:00 o'clock), when meeting adjourned until 2:00 p. m.

After meeting reconvened 2:00 p. m. and subject given further consideration, it was

Moved, That the subject be referred to the Central Committee.

Shall Special Notice be Issued Naming Rates on Gas House Coke?

Chairman called attention to C. F. A. Info. 4837 naming rates on Gas House Coke and requested instructions about publishing the rates from East St. Louis, Committee being of the opinion that a reprint of the rates was not necessary, it was

Moved, That the subject be tabled.

Rate on Residium of Sulphate of Lime.

This subject brought up by letter from a member, which was submitted at meeting Dec. 29th, proceedings No. 70, and laid over.

At meeting today member making application stated that the shippers would be the Provident Chemical Co., and explained that the Commodity was a refuse and required a low rate to permit of parties shipping, etc. After some discussion, it was

Moved, That action on the subject be deferred until next meeting.

Application for Reduced Rate on Lime to C. F. A. Points.

This subject brought up by letter from shipper, which was read and after discussion, it was

Moved, That action on the subject be deferred until next meeting.

Rate on Zinc Lead Flue Dust to Cleveland.

This subject considered at meeting Dec. 29th, see proceedings No. 70, in connection with rates on Red, White and Sublimed Lead, etc.

At meeting today Chairman read letters Dec. 22nd, and Jan. 2nd, file Info. 4481, from Chairman C. F. A. quoting letter from Western Trunk Line making application for rate of $1.50 per ton on Commodity in question, and it was

Moved, That we recommend to the Central Freight Ass'n that the authorized rates on Zinc Oxide, C. L., minimum weight 40,000 lbs. be authorized to apply on Zinc Lead Flue Dust and that application of the Western Line for lower basis, ($1.50 per ton) be declined.

Rate on Clothing.

This subject brought up by Joint Letter Jan. 2nd,

from a member, addressed to all members of the Committee, regarding rate on lot of clothing sold by U. S. Government, which the Chairman read and after discussion, it was

Moved, That the Official Class'n rating, 1st class, be maintained.

Rate on Peaches to Eastern Cities.

This subject brought up by letter from a member which the Chairman read.

After discussion the following was adopted:

Whereas, The Wabash R. R. have published a Tariff, No. L-123, effective Jan. 1st, 1904, expiring Dec. 31, 1904, on Peaches, C. L., East St. Louis to New York and Philadelphia 65 cents and to Boston 70 cents per 100 lbs., which also provides for the division of said rates by the acceptance of 4th class rates to Black Rock and Niagara Falls, and both the through rate to Philadelphia, New York and Boston and the proportions to the Western Termini of the Trunk Lines being contrary to C. F. A. action, the matter is referred to the Central Committee for their consideration and disposition.

Application for Rate on Asphaltum Tar (from Port Arthur, Texas) East St. Louis to Indianapolis, Ind.

This subject brought up by letter from a member submitting copy of letter from A. G. F. A. Frisco System, which the Chairman read. Attention being called to Kansas City Southern Railway Tariff publishing through rate allowing line East St. Louis to Indianapolis 9½ cents, it was suggested that the Chairman advise members that Kansas City Southern publishes through rate, which allows line to Indianapolis 9½ cents, which is presumed to be satisfactory, etc., and subject was tabled.

Application for Carload Rating on Glassware to East St. Louis.

This subject brought up by a member submitting letter from a shipper, which was read, and it was

Moved, That the subject be tabled.

Beauxite Ore (Crude) to Massena Springs, New York.

This subject brought up by letter from a member to the effect that rate as per special notice No. 1399 is out of line with Memphis Route, and it was

Moved, That action be deferred until next meeting.

M. & O. Cotton Tariff No. 1 and Division Sheet No. 1.

This subject brought up by letter Jan. 5th, file 9951, from Chairman C. F. A. which was read. Chairman stated the M. & O. furnished a copy of their tariff but declined to furnish copy of division sheet. No action by the Committee.

In consequence of C. F. A. Meeting next week it was decided that the next meeting of this Committee will be held on Friday, Jan. 22.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 531.

Proceedings No. 72.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 22nd, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.

L. H. & St. L. R. R.—
Southern R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rate on Residium of Sulphate of Lime.

This subject submitted at meetings Dec. 29th and Jan. 8th, and laid over, see proceedings No. 70 and 71.

At meeting today the Chairman was instructed to confer with the shippers regrading rate and report result at next meeting.

Application for Reduced Rate on Lime to C. F. A. Points.

This subject considered at meeting 8th and laid over. See proceedings No. 71.

After further consideration at meeting today the following was adopted:

Recommended, To the Central Freight Association that Info. Circulars Nos. 3886 and 3944 be amended to read "Wall Plaster" instead of "Cement Plaster," also that the same rates be made to apply on Lime, C. L., minimum weight 40,000 lbs.

Bauxite Ore (Crude) to Massena Springs, N. Y.

This subject last considered at meeting 8th and laid over, see proceedings No. 71.

At meeting today after further consideration, in which attention was called to Central Freight Association Info. No. 1068-A, which permitted equalization, etc., therefore unnecessary for this Committee to take any action, it was

Moved, That the subject be tabled.

1223

Minimum Basing Book Should be Amended Eliminating Manchster, New Richmond and Ripley, Ohio.

This subject brought up by letter Jan. 15th, from member to the effect that rates to Manchester, New Richmond and Ripley, Ohio, (River Points) were not correct.

It was stated that the points in question were not on a Railroad but were reached by the C. & O. Ferry Line, and after some discussion, it was

Moved, That the subject be referred to meeting of Rate Clerks with the suggestion that any points in Minimum Basing Book No. 9, or supplements thereto, not reached by a Steam Railroad, be eliminated.

Requests that Stations on Ohio Central Lines from Charleston to Gauley Bridge Inclusive, be Included in Minimum Basing Book No. 9.

This subject brought up by letter from A. G. F. A. Southern Ry.

Chairman read correspondence on the subject and after discussion, it was

Moved, That the subject be referred to meeting of Rate Clerks for consideration and report to this Committee.

M. & O. R. R. Cotton Tariff and Division Sheet No. 1, Sept., 1903; Also Mo. Pac. Division Sheet No. 768-A, Sept., 1903.

This subject was on docket for Jan. 8th, was brought up again by letters Jan. 5th and 14th, file 9951, from Chairman C. F. A., recommending that same be checked to ascertain whether authorized divisions are allowed lines east of East St. Louis, and it was

Moved, That the papers be referred to meeting of Rate Clerks for check and report to this Committee.

Reconsigned Lumber Route.

This subject last considered at meeting Jan. 8th,

see proceedings No. 71. At meeting today letter Jan. 18th, file 11236, from Chairman C. F. A. was read giving his views and advising that subject would be placed before the Central Freight Association.

No action taken by the Committee.

Export Flour Rates.

Chairman read letter dated Jan. 15th, file 8867, from Chairman C. F. A. on the above subject. No action necessary by the Committee and subject tabled.

Out-Turn Weights on Shipments of Produce.

This subject last considered at meeting Dec. 29th, proceedings No. 70, and recommendation made to C. F. A. to have Info. No. 4630 cancelled.

At meeting today letter Jan. 18th, file 11068, from Chairman C. F. A. was read to the effect that at C. F. A. meeting 14th, said Information Circular (No. 4630) was reaffirmed and applied on vegetables.

As all members were not present, it was

Moved, That the matter be postponed and continued on the docket until such time as we have a proper attendance to consider this subject.

Proposed Rules to Govern Uniform Charge for Storage of Freight in Central Freight Ass'n Territory.

This subject brought up by C. F. A. Advice Letter, No. J-182½, Jan. 19th, addressed to the Chairman of Local Committees, which the Chairman read. It was stated by members that the rules governing storage of Freight at East St. Louis were under the jurisdiction of the Central Car Service Ass'n, and it was

Moved, That Chairman C. F. A. be advised that the rules governing the uniform charge for Storage of Freight at East St. Louis, is under the jurisdiction of the Central Car Service Ass'n and furnished with a copy of the rules.

Request from Chairman C. F. A. for Detailed Statement Showing Shipper, Number and Owenrship Each Car Containing Dressed Meat, Provisions and Live Cattle and Hogs Shipped from East St. Louis and West for Year 1903.

This subject brought up by letters by Chairman C. F. A. which were read and after discussion, it was

Moved, That the Correspondence be submitted to the Committee by circular letter for instructions and that replies be obtained from all members before any definite action is taken on Chairman C. F. A. request.

Correspondence Regarding Irregularities in Handling Lumber.

This subject brought up by Correspondence with a member which the Chairman read and the following was adopted:

Moved, That the Chairman call the attention of the Kansas City Southern Road to the Legislation at Joint Meeting, Oct. 24th, 1902, regarding the publication of through rates by initial lines, on Lumber to C. F. A. and Trunk Line Territories, requesting the Kansas City Southern Road to conform thereto by publishing through tariffs and that in the event of their failure to do so the lines leading east from East St. Louis will exact local rates therefrom.

Percentages to Apply Between Cairo Proper, Also Other Southern Illinois Points East of Western Termini of Trunk Lines.

Missouri Pacific Joint Percentage Sheet No. 698-A, Also Letter from G. F. A. M. & O. R. R.

Proportional Rates on Lumber to Canadian Points. Application of Lumbermen's Exchange for Relief.

Moved, That the reports of Special Committees on above subjects be laid over and placed first on the docket for next meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 532."

Proceedings No. 73.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 29th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—R. D. Yoakum.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.—
Southern R. R.—C. D. Morris.
T. H & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Report of Rate Clerks on Subjects Presented to Them at Meeting January 28th.

As instructed at meeting 22nd, proceedings 72, the Chairman called a meeting of Rate Clerks, 20th inst., and on the following subjects they reported to the effect:

That G. F. A. M. & O. R. R. be furnished with a copy of C. F. A. Info. No. 1094-A and an individual notice from each road requesting that their cotton Tariff and Division Sheet No. 1 be revised in conformity therewith, etc.

That G. F. A. Mo. Pac., I. M. & So. Ry. be notified by an individual letter from each road, pointing out

the apparent errors in their Division Sheet, No. 768-A and requesting corrected issue.

That Minimum Basing Book No. 9 be amended as follows:

New Richmond, Manchester and Ripley, Ohio, now shown as C. & O. R. R. Stations be eliminated. The points are on the Ohio River and not reached by any Steam Railroad.

That Stations on the Ohio Central R. R., Bowen to Ganley Bridge, W. Va., (inclusive) be added, naming rates from East St. Louis, 63½, 54½, 41, 24½ and 20½ cents on the six classes respectively.

That new stations on the C. C. & L. R. R. not named in Minimum Basing Book No. 9, be added thereto.

That reply be made to Chairman C. F. A. letter Jan. 25th, file 11431, as follows:

Rates, East St. Louis to Bad Axe, Caseville, Carsonville and Harbor Beach, Mich., were established by concurrent action of all roads interested, leading out of East St. Louis, that they did not supersede any other through rates, but were new rates, predicated upon differences that previously existed as between St. Louis, East St. Louis and Chicago to other points where tariffs were in effect in the "Thumb of Michigan" Region.

After consideration of the above report, it was

Moved, That the report as a whole be adopted as the sense of this Committee.

Note.—The Chairman was instructed to formulate a notice to the Mobile & Ohio Railroad in accordance with the recommendation, sending each resident member a copy, to be used as a form in serving notice on the M. & O. R. R. The letters of the various members to be sent to the Chairman, he to have all letters before sending them to the Mobile & Ohio. This with the view to having all notices read alike and having all notices delivered at the same time.

Legislation in Connection With C. F. A. Info. 1059-A Providing for Additional Eastern Points, Etc.

This subject last considered at meeting 8th, Proceedings 71, and as instructed correspondence sent to Chairman C. F. A. with letter Jan. 12th, file 4265.

At meeting of Rate Clerks, 28th inst., it was

Recommended, That in view of the fact that the question of uniform divisions between lower Mississippi Valley Points on the one hand and Trunk Line points on the other, was referred to Chairman of the Central Freight Ass'n. without specific division recommendation from the St. Louis Eastbound Freight Committee, it is suggested by the Committe of Rate Clerks that it may be practicable for the Eastbound Freight Committee to instruct us to suggest a recommendation covering specifically the interior rate basis points in Trunk Line Territory, which if adopted will have the effect of cancelling individual divisions now on record wthout authorization, and at the same time it is expected that this action will have the effect of uniformity and completing the present Association record regarding division basis.

And it was

Moved, That the recommendation be adopted and that the Rate Clerks be authorized to handle the subject in the general manner suggested, reporting their recommendations to this Committee.

Note.—The Chairman to request Chairman Central Freight Ass'n. to return the papers and to call meeting of Rate Clerks at an early date.

Percentages to Apply Between Cairo, Proper, Also Other Southern Illinois Points and Points East of Western Termini of Trunk Lines.

Missouri Pacific Joint Percentage Sheet No. 698-A, Also Letter G. F. A. M. & O. R. R.

The above subjects were on Dec. 18th, Proceedings No. 69, referred to Special Committee for consideration and report. At meeting today majority and minority re-

ports were submitted and after careful consideration, it was

Moved, That the subjects be referred back to the Special Committee, Messrs. Hart, Nichols, Becker and Taylor, for further consideration and recommendation.

Application of Lumbermen's Exchange for Relief. Proportional Rates on Lumber to Canadian Points.

The above subjects were on Dec. 4th, Proceedings No. 67, referred to a Special Committee for consideration and report.

At meeting today majority and minority reports were submitted and after due consideration it was

Moved, That the subjects be referred back to the Special Committee, and that the representatives of the C. & E. I. R. R. and C. C. C. & St. L. R. R. be added as members of the Committee, which will now consist of Messrs. Bushnell, Sheill, Becker, Lightner and Nichols.

Rate on Residuum of Sulphate of Lime.

This subject considered at meeting 22nd, and laid over, the Chairman to confer with the shippers regarding Rates Committee proposed to establish.

At meting today letter from shipper was read to the effect that the rates proposed were not satisfactory, and it was

Moved, That the subject be tabled.

Out-Turn Weights on Shipments of Produce.

This subject was last considered 22nd, proceedings 72, and laid over. It was brought up again by letter 18th, file 11068, from Chairman C. F. A., also C. F. A. Info. 4911, which were read, and it was

Moved, That the subject be tabled.

Rates on Blocks of Brick, Fire Brick, and Flue Lining.

This subject last considered at meeting Jan. 8th, see Proceedings No. 71, and referred to the Central Committee.

At meeting today Chairman read letter Jan. 25th, file 11252, from Chairman C. F. A., to the effect that the subject is now being considered by the Central Committee.

No action necessary by the Committee and subject tabled.

Irregularities in the Handling of Lumber.

This subject considered at meeting 22nd and laid over. The Chairman to take up with the Kansas City Southern Ry. the subject of their publishing tariffs showing through rates from points of origin to destination.

At meeting today Chairman read reply stating, "We will look into the matter at once and advise you later what action we propose taking."

After discussion, it was

Moved, that further consideration of the subject be deferred until we hear from the Kansas City Southern.

Rate on Corn, East St. Louis to Trebeins, Ohio.

This subject brought up by letter Jan. 25th, file 11113 from Chairman C. F. A., which was read and after discussion it was

Moved, That action be deferred until next meeting, in the meantime the Chairman take the subject up with G. F. A., T. H. & I. R. R. with the view of determining whether he is prepared to cancel the unauthorized rate.

Rate on Rough Marble, C. L., from Colorado, East St. Louis to Eastern Points.

This subject brought up by letter from a member making application for reduced rate, and it was

Moved, That the subject be deferred until next meeting, in the meantime the Chairman to investigate and furnish statistics, covering a reasonable period, regarding the movement of Granite, rough quarried, from Missouri and Sandstone from Colorado.

Rule Governing Live Stock Shipments from Connecting Lines.

This subject brought up by joint letter, Jan. 21st, file 7376, addressed to the Chairman of the various Local Committees, calling attention to Advice Letter J-90, which was read, and it was

Moved, That the subject be tabled.

Rates on Scrap Iron, E. St. Louis to Terre Haute and Gas Belt Points, Etc.

This subject brought up by letter from a member calling attention to the inequality of rates existing from East St. Louis as compared with rates from Chicago, and it was

Moved, That a meeting of the Rate Clerks be called to check rates from East St. Louis vs. Chicago to Basing points shown in Minimum Basing Book No. 9.

Rates on Clay, Shale and Kaolin.

This subject brought up by letter from a member. It being stated that additional information was to be furnished and in view of the fact that result of meeting called for 26th inst. was not known, it was

Moved, That action be deferred until next meeting.

Rate on Cotton Seed Meal from Arkansas Via West Side Lines, East St. Louis to Eastern Cities.

Chairman read letter 25th inst., file 11331, from Chairman C. F. A., on above subject, stating that roads from East St. Louis are accepting shipments of Cotton Seed Meal, originating in Arkansas and arriving at East St. Louis via routes operating west of the River, such as the Mo. Pac., etc., and applying east of East St. Louis the proportion of the Cairo rate, etc.

After consideration of the subject, it was

Moved, That Chairman C. F. A. be requested to furnish specific instances of the alleged violation of the

Central Freight Association rules, as regards improper billing of Cotton Seed Meal from East St. Louis to Eastern Trunk Line Points.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 533."

Proceedings No. 74.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 5th, 1904.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. R. R.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—E. J. Knickerbocker, A. D. Lightner.
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.
Southern R. R.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Report of Rate Clerks on Subjects Presented to Them at Meeting 2nd.

At meeting this morning Chairman read report of the Rate Clerks on the subject of Scrap Iron Rates from East St. Louis vs. Chicago, also the Rate Clerks' report on subject of Division of Rates from Mississippi Valley Points and from Memphis, Tenn., via Cairo to the Western Termini of Trunk Lines and east thereof.

After consideration of the subjects it was

Moved, That the reports of the Rate Clerks be adopted as the sense of this Committee and recommendation made to Central Freight Association in line therewith, viz.:

Recommending to C. F. A. the establishment of rate $1.25 per gross ton on Scrap Iron, C. L., East St. Louis to Terre Haute, in line with rate, Chicago to Terre Houte, as per C. & E. I. R. R. Tariff G. F. O., No. 16970.

Also recommending to C. F. A. the cancellation of Joint Committee Circular 1646 and C. F. A. Info. 1059-A and the adoption of Percentage Divisions in line with the above issues, but covering more points in the south and east.

Rates on Sulphur, C. L., Louisiana Mines to C. F. A. Points.

This subject last considered Dec. 18th, 1903, Proceedings 69, Chairman stated that he had written Chairman C. F. A. as to disposition made of subject covered by C. F. A. Letter J-124, and received reply Feb. 2nd, file 10797, that all lines advise they are exacting their established percentage proportion of the New Orleans local rates, and it was

Moved, That the subject be tabled.

Correspondence Regarding Irregularities in the Handling of Lumber.

This subject last considered at meeting Jan. 29th, Proceedings No. 73, and laid over.

At meeting today Chairman read letter from Kansas City Southern Ry. to the effect that all traffic handled by them in on a combination of locals either through Cairo, Thebes or St. Louis, whichever makes lowest rates, such being the case they did not see necessity for action on their part.

After discussion, it was

Moved, That further consideration of this subject be deferred until action is taken by the Central Freight Ass'n. on the recommendation of this Committee to amend and consolidate Joint Committee Freight Circular 1007 and C. F. A. Info. No.'s 2367 and 399, Series A.

In connection with the foregoing attention was called to this Committee's Special Notice No. 1429 (C. F. A. Info. 1068-A) some of the members being of the opinion that the circular did not read correctly and should be changed.

After discussion, it was

Moved, That the subject of division of rates on traffic from Arkansas, Louisiana and Texas Points, as shown in Special Notice No. 1429 (C. F. A. Info. 1068-A) be docketed for further consideration at next meeting.

Rates on Blocks or Brick, Tank or Furnace, Fire Brick and Flue Lining.

This subject was before the Committee by letter Jan. 25th, from Chairman C. F. A. at meeting Jan. 29th, and tabled, see Proceedings 73.

At meeting today it was brought up again by letter Feb. 1st, from Chairman C. F. A., which was read and representative of the Wabash stated:

"I will say for the Wabash that this subject was sent to the Central Committee, I might further add that it was sent without our concurrence, and we are now dealing with the Central Committee."

And it was

Moved, That above reply be made to Chairman C. F. A.

Rates on Brick to Trunk Line Territory.

This subject brought up by letter from a shipper, to the effect that they desire the Pressed Brick rate be made to apply on Brick, all kinds, straight or mixed car loads, minimum 40,000 lbs., etc., and it was

Moved, That action on the subject be deferred until next meeting.

Rate on Lime to C. F. A. Points.

This subject was considered at meeting Jan. 22nd, Procedings No. 72, submitted by C. F. A. in Advice Letter J-204.

At meeting today, letter Feb. 2nd, from Chairman C. F. A. and Advice Letter J-241, were read to the effect that roads interested individually advise that it has been decided not to make effective the rates proposed in Advice Letter above referred to, and it was

Moved, That the subject be tabled.

Bauxite Ore Concentrates.

The rates referred to authorized by C. F. A. Info. 4738, recommended by this Committee.

The subject brought up by letter Jan. 29th, file Info. 4738, from Chairman C. F. A., quoting letter from Trunk Line Ass'n. recommending that the Commodity rates be withdrawn, which was read and the following adopted:

Moved, That it is the sense of this Committee that we cannot consistently comply with the request of the Trunk Lines as communicated by Chairman C. F. A. in view of the fact that the rates established are on competitive business, and tend to create a movement of the American as against the imported article.

Rate on Rough Marble, C. L., from Colorado—E. St. Louis to Eastern Cities.

This subject considered at meeting Jan. 29th, proceedings No. 73, and laid over. At meeting today Chairman furnished the information desired, and it was

Recommended, To the Central Freight Ass'n. that rates be established on Marble Blocks (rough quarried), on basis of 15½ cts. per 100 lbs., Chicago to New York, usual differences to other Eastern Cities, when from Colorado points, released to valuation not exceeding 20 cts. per cubic foot.

Pieces weighing three tons and over to be loaded and unloaded at risk and expense of consignor and consignee.

Rating on Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject was last considered by the Committee Oct. 31st, 1902, Proceedings No. 25, and is brought up again by letter from a member making application for Commodity Rate on Sheep pelts or Sheep Skins, dry, pressed in bales, C. L. minimum 20,000 lbs., originating in Colorado and Wyoming, from East St. Louis to points east of the Western Termini of Trunk Lines on basis 4th class Official Class'n., same as authorized on Dry Hides, and it was

Moved, That the communication be forwarded to Chairman Central Freight Ass'n. as the sense of this Committee.

Switching Charges on Anthracite Coal to Rosedale, Mo., on Wabash R. R.

This subject brought up by a letter from a member, to the effect that some roads were absorbing the switching charges, and it was

Moved, That the subject be submitted by Circular Letter, for the purpose of allowing members to investigate and be prepared to report at next meeting.

Proportional Rates on Lumber to Canadian Points. Application of Lumbermen's Exchange for Relief.

This subject last considered at meeting Jan. 29th, see Procedings No. 73, and Special Committee enlarged so as to consist of five instead of three members.

At meeting today the Special Committee reports were read, and it was

Moved, That both subjects be tabled and the Lumbermen's Exchange be advised that their request cannot be complied with.

Issuing Tariffs on Export Flour Traffic.

This subject brought up by letter Feb. 4th, file 8867, from Chairman C. F. A., which was read and after discussion the Chairman was instructed to advise Chairman C. F. A. that this Committee consider that they have no jurisdiction over Interstate Commerce matters.

Cancellation of Joint Committee Freight Circular No. 1007 and C. F. A. Info. No.'s 2367 and 399-A.

As instructed at meeting Jan. 22nd, the Chairman submitted at meeting Jan. 29th, his recommendation on the above subject, and the following was adopted:

Moved, That we recommend to the Central Freight Ass'n. the cancellation of Joint Committee Freight Circular No. 1007, June 16th, 1897, C. F. A. Info. No.'s 2367 and 399-A, July 16th, 1900, and the adoption of the following in lieu thereof.

Recommended, To the Central Freight Ass'n. that lines leading easterly from East St. Louis, Ill., and their connections be authorized to protect the same through rates on Lumber and articles taking Lumber rates, received from the Missouri Pacific, St. Louis, Iron Mountain & Southern, The St. Louis & San Francisco, The Missouri, Kansas & Texas and the St. Louis Southwestern Railroads or other west side lines at East St. Louis, and destined to the Western Termini of the Trunk Lines or points east thereof, as applicable upon like traffic from the same points of origin to the same destinations, forwarded via Cairo, Gale or Thebes, Ill., subject to the following conditions:

(1) The through rates via East St. Louis shall be published in through Joint Tariffs to be issued by initial roads.

(2) In the division of such through rates via East St. Louis the maximum amount allowed lines west and south of East St. Louis shall be the local rates from point of origin to East St. Louis.

(3) The proportion of such through rates via East

St. Louis accorded to the lines east of East St. Louis, shall be governed by C. F. A. Info. No.'s 4639, 998-A, or future issues of same.

(4) Proportional rates shall not be published from East St. Louis to the Western Termini of Trunk Lines or points east thereof based in the rates and divisions authorized from Cairo, Gale or Thebes.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 534."

Proceedings No. 75.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 12th, 1904.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. R. R.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. R. R.
Ill. Central R. R.—Geo. W. Becker.
L. H. & St. L. R. R.
Southern R. R.—C. D. Morris.
T. H. & I. R. R—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

Rates on Brick to Trunk Line Territory.

This subject considered at meeting 5th, and laid over. See proceedings No. 74.

At meeting today Chairman read correspondence on the subject of Enameled Brick at the time rate was established by C. F. A. No. 423-A, and reissued as 562-A, and after discussion, it was

Moved, That the subject be laid over until next meeting.

Absorbing Switching Charge on Anthracite Coal to Rosedale, Mo.

This subject considered at meeting 5th, and submitted to resident members by Circular Letter No. 200, see proceedings No. 74.

At meeting today after a general discussion, it was

Moved, That it is understood that the switching charges shown in Wabash Switching Tariff No. 16504, dated Feb. 1st, 1898, with amendments, or any portion thereof, will not be absorbed on business destined to points beyond the switching limits, as shown in said tariff.

The Chairman to reproduce Circular Letter May 25th, 1899, file 3321, with copy of letters from Wabash R. R. May 12th and 18th, 1899, also Circular Letter No. 18, May 9th, 1902, with copy of Wabash Ry. letter, May 8th, 1902.

See Circular Letter No. 201, Feb. 15th, 1904.

Proportional Rates on Lumber to Canadian Points.

This subject last considered at meeting 5th inst. and tabled, see proceedings No. 74. At meeting today Chairman read letter Feb. 5th, file 11371, from Chairman C. F. A., submitting copy of letter from Gen'l Freight Agent of the Grand Trunk Ry. and after consideration, it was

Moved, That Chairman C. F. A. be advised that unless the Chicago, Burlington & Quincy Railroad can be induced to withdraw their proportional tariff on lumber, from St. Louis to Canadian Points, that the lines operating from East St. Louis will be compelled

to make a publication from East St. Louis corresponding with that of the Burlington from St. Louis and that to prevent, if possible, this action on the part of the East St. Louis lines, and with a view to preventing any reduction in the rates from Gale, Thebes and Cairo, as well as from Ohio River Crossings, that he be requested to take this matter up with the Freight Traffic Manager of the Burlington Route to see if he will not meet the views of the other St. Louis lines and cancel this tariff.

Note.—The Chairman C. F. A. to be furnished with a copy of the correspondence with the Chicago, Burlington & Quincy Railroad on this subject, in October, November and December, 1903.

Request for Rate on Asphalt Tar or Asphaltum Pitch in Tank Cars East St. Louis to Indianapolis, When from Texas Points.

This subject last considered at meeting Jan. 8th, see proceedings No. 71, and tabled.

At meeting today subject brought up again by letter from a member which the Chairman read, making application for rate in tank cars, etc.

The opinion of the Committee being that the rate, authorized in C. F. A. Info. 4650, Sept. 1903, applied whether the Commodity was in tank cars or in barrels, the member making application.

Moved, That action on the subject be deferred pending receipt of further information.

Rates on Blocks or Brick, Fire Brick or Flue Lining.

This subject last considered at meeting Feb. 5th, see proceedings No. 74, and Chairman C. F. A. answered as instructed.

At meeting today Chairman read letter Feb. 8th, file 11252, from Chairman C. F. A. to the effect that subject be taken up to ascertain just how the other members viewed the cancellation of the unauthorized rates, etc., and following was adopted:

Moved, That Chairman C. F. A. be advised that the St. Louis Eastbound Freight Committee, as a whole, do not care to consider this subject further until it has definite advice from the Central Committee as to its disposition.

The attention of Chairman C. F. A. to be called to letter Jan. 9th, file 4102, which shows sentiment of this Committee.

Issuing Tariffs on Export Flour.

This subject last considered at meeting Feb. 5th, see proceedings No. 74, and Chairman C. F. A. advised as instructed, etc.

At meeting today Chairman read letter Feb. 8th, file 8867, from Chairman C. F. A. to the effect that the query he made in letter Feb. 4th, was not an Interstate Commerce Commission matter but simply a question as to whether initial roads were issuing tariffs on export flour bookings and filing same with the Interstate Commerce Commission and that two (2) copies of all tariffs issued be sent to Chairman C. F. A., and it was

Moved, That the Chairman reply to Chairman C. F. A. that we are all handling the traffic and publishing tariffs in accordance with the law.

New Uniform Bill of Lading, Shipping Order, Etc.

This subject brought up by C. F. A. Advice Letters J-248½ and 257. It being stated by members that subject was in the hands of their legal department, etc., and it was

Moved, That action on the subject be deferred.

Central Freight Ass'n Request for Statement Meat and Live Stock, Year 1903.

This subject considered at meeting Jan. 22nd, see proceedings No. 72, and referred to members by Circular Letter, giving copy of correspondence, etc. At meeting today Chairman read replies received from

various members and after discussion the following was adopted:

Moved, That the Chairman advise Chairman C. F. A. of the situation, as outlined by the replies received and say to him that if it is satisfactory, you will proceed to obtain the information from the lines who have consented to allow the information to be obtained through their local offices and that you will in that way give him so far as possible, the information desired covering the shipments in question through the St. Louis gateway.

Rate on Wall Plaster Eastbound, vs. Cement Westbound.

This subject brought up by letters from a shipper, which the Chairman read.

Attention was called to Alpena, Alabaster and Grand Rapids, Mich., being Plaster producing points and information was requested as to rates in effect from those points to points in C. F. A. and Trunk Line Territory, and it was

Moved, That action on the subject be deferred with the view to having the Chairman give us at next meeting full information as to rates in effect from these Plaster producing points to C. F. A. and Trunk Line Territory.

Rates on Clothing.

This subject last considered at meeting Jan. 8th, proceedings No. 71.

At meeting today Chairman read letter from a member calling attention to the fact that C. & A. Ry. contracted for 300 tons of Old Government Clothing, East St. Louis to New York for export, 64 cents, etc. (See C. F. A. ICC. Advice No. 300, Feb. 5th, 1904.)

After discussion the Chairman was instructed to take the subject up with the C. & A. for the purpose of ascertaining their reason for taking this action.

Information No. 1068-A.

This subject brought up by Chairman C. F. A. in Joint Letter, Feb. 8th, file 10425, addressed to various Chairmen of Local Committees, stating that Cincinnati Committee, upon whose recommendation above referred to, Information Circular was issued, etc., recommended that same be amended so as to cover traffic only when passing through Memphis, New Orleans or Vicksburg, etc., and it was

Moved, That action be deferred until we have a full representation of the Committee, in the meantime the Chairman to send members a copy of Chairman C. F. A. letter.

Rate on Yellow Pine Lumber, Mississippi to Auburn, N. Y.

This subject brought up by letter from a member calling attention to Star Union Line authorizing Philadelphia rates to Auburn, and Syracuse, N. Y., rate point by other lines.

At request of member it was

Moved, That action on the subject be deferred until next meeting.

Rates on Clay, Shale or Kaolin.

This subject considered at meeting Jan. 29th, and laid over, pending further information to be received by member.

At meeting today Chairman stated he had received letter giving the information referred to above, etc., which was read.

Information was requested as to result of meeting called for Chicago, 9th inst., to check rates on above Commodities. Chairman stated that report of meeting had not been received from Chairman C. F. A., and it was

Moved, That the matter be held in abeyance until the Chairman can ascertain result of the Chicago check.

M. & O. Cotton Tariff No. 1 and Division Sheet No. 1.

This subject last considered at meeting Jan. 29th, proceedings No. 73, and Chairman instructed to draft a notice to be filed by the various members with the Chairman, etc., and when all received to be sent to M. & O. R. R.

At meeting today Chairman stated he had received the notice from all members, except the L. H. & St. L. Ry. and the Chairman was instructed to send the notices to the M. & O. as they were not to wait for the L. H. & St. L. notice.

Note.—The letters will be delivered to Gen'l Frt. Office, M. & O. R. R. Feb. 15th, and receipt taken for same.

Percentages Between Cairo Proper and Other Southern Illinois Points via East St. Louis.

Chairman read letter Feb. 6th, file 9311-B from Chairman C. F. A. giving copy of letter Feb. 3rd, from G. F. A. C. & E. I. R. R. on the above subject, and it was

Moved, That the papers be referred to the Special Committee having this subject under consideration.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 535."

Proceedings No. 76.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 19, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.

C. & E. I. R. R.—
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
Ill. Central R. R.—Geo. W. Becker.
Southern Ry.—
T. H. & I. R .R.—N. W. Taylor.
L. H. & St. L. R. R.—
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened at 10:30 a. m.

Rate on Brick to Trunk Line Territory.

This subject considered at meeting 12th, see proceedings No. 75 and laid over with the view to having Chairman confer with the shippers for additional information.

At meeting today Chairman reported results of conference and after consideration the roads individually advised that the application is declined.

Rates on Enameled Brick, C. L., to Trunk Line Territory.

Whereas, Rate of 26 cents per 100 lbs. East St. Louis to New York City, (only) is in effect on Enameled Brick, C. L., released to a valuation of $5.00 per ton, minimum weight 40,000 lbs. as per Info. No. 562-A and St. Louis manufacturers cannot get into Eastern Points taking Boston, Philadelphia, and Baltimore rates on a higher basis it is,

Recommended, To the Central Freight Ass'n that rates be established, East St. Louis to Boston 28 cents, Philadelphia 24 cents, and Baltimore 23 cents per 100 lbs. on Enameled Brick, C. L., (Released to a valuation of $5.00 per ton), minimum weight 40,000 lbs.

New Uniform Bill of Lading, Shipping Order, Etc.

This subject considered at meeting Feb. 12th, see

proceedings No. 75 and laid over, account of the subject being in the hands of the legal departments of the different roads, etc.

At meeting today it was

Moved, That action on the subject be deferred.

C. F. A. Information No. 1068-A.

This subject considered at meeting 12th, and laid over, see proceedings No. 75, also Circular Letter No. 202, which the Chairman issued as instructed.

After consideration of the subject today the following was adopted:

Moved, That notwithstanding the fact Info. Circular No. 1068-A was established without recommendation from this Committee, it is the sense of this Committee the East St. Louis gateway should be available in the routing of traffic from New Orleans and Southwestern Territory when the business is handled to East St. Louis via lines operating west of the Mississippi River and where the through rates base on New Orleans, Memphis or any Mississippi or Ohio River Crossing, same through rate may be protected via E. St. Louis.

Rate on Yellow Pine Lumber, Mississippi to Auburn. N. Y.

This subject considered at meeting Feb. 12th, and laid over, see proceedings No. 75. At meeting today at request of member bringing subject up, it was

Moved, That the subject be stricken from the docket.

Rates on Clay, Shale or Kaolin.

This subject considered at meeting Feb. 12th, and laid over pending report of meeting called for Chicago 9th, to be ascertained by Chairman. (See Proceedings No. 75.)

Chairman stated that as instructed he had taken subject up with Chairman C. F. A. and read reply Feb. 15th, file 10077-Q to the effect that he is in correspond-

ence with C. H. & D. Ry. to ascertain if that Company will withdraw its application for reduction in present clay rates to Detroit, etc. Definite reply not having been received, it was

Moved, That action on the subject be deferred until next meeting.

Rate on Rough Marble from Colorado Points, E. St. Louis to Eastern Cities.

This subject last considered at meeting Feb. 5th, and recommendation made to C. F. A., see proceedings No. 74 and C. F. A. Advice Letter J-252. At meeting today Chairman called attention to C. F. A. Advice Letter J-299, also letter Feb. 15th, file J-252, from Chairman C. F. A., stating that the application was not approved.

After discussion, it was

Moved, That the subject be referred back to the Central Freight Ass'n with the request that it be referred to the Committee on relation with Western Roads to be considered at the next general meeting.

Report of the Special Committe on Percentages Between Cairo, Proper, Etc., Western Termini of Trunk Lines and West Thereof.

A member of the Special Committee (appointed Dec. 18th), to whom the above subject was referred, stated that a report had been drawn up but all the members of the Special Committee had not as yet been able to consider same. It was thought best to give the Committee further time and it was

Moved, That action on the subject be deferred until next meeting.

Rate from E. St. Louis on Cotton Seed Meal From Arkansas to Eastern Cities.

This subject last considered at meeting Jan. 29th, see Proceedings No. 73, and Chairman C. F. A. request-

ed to furnish specific instances of the alleged violation of C. F. A. Rules as regards improper billing, etc.

At meeting today Chairman read letter Feb. 9th, file 11331, from Chairman C. F. A., submitting copy of letter from Chief Inspector, with memorandum of cotton seed meal shipments referred to and after consideration the following was adopted:

Moved, That the subject is deferred until next meeting, in the meantime the Chairman prepare, if possible, a statement of the rates on Cotton Seed Meal from Arkansas Points to Cairo, Gale, Thebes and East St. Louis, Via St. L. I. M. & So. Ry., also a similar statement of rates on Cotton Seed Meal from M. & O. Points to like destinations.

Rate on Mill Cinder and Scale, from East St. Louis.

This subject brought up by letter from a member, calling attention to C. F. A. Info. No. 4875, corrected and 4898, making rate from Chicago $1.35 per ton to Ashland, Ky., Hanging Rock, Ironton, Jackson and Wellston, Ohio, a reduction of 20 cts. per ton, and it was

Recommended, To the C. F. A. the establishment of rate of $1.50 per gross ton, East St. Louis to Ashland, Ky., Hanging Rock, Ironton, Portsmouth, Jackson and Wellston, Ohio, on Mill Cinder and Scale, C. L. minimum 20 gross tons, except when the marked capacity of car is less, in which case the minimum weight will be the marked capacity of car, but in no case less than 15 gross tons.

Rate on Corn, East St. Louis to Trebeins, Ohio.

This subject was last considered at meeting Jan. 29th, Proceedings No. 73. At meeting today recent correspondence was read, and it was

Moved, That action be deferred until next meeting.

Rate on Clothing.

This subject considered at meeting 12th, proceed-

ings No. 75, and letter written A. G. F. A., C. & A. Ry. for information. Reply not being received, it was

Moved, That subject be laid over until next meeting.

Rules Governing Live Stock Shipments from Connecting Lines.

This subject last considered at meeting Jan. 29th, proceedings No. 73, and tabled, was brought up again by letter, Feb. 18th, file 7376-B from Chairman C. F. A. which was read and after discussion, it was

Moved, That Chairman Central Freight Ass'n. be advised of the action taken at that time.

Rates on Plaster.

This subject last considered at meeting Feb. 12th, Proceedings No. 75, and Chairman instructed to get information as to rates from Plaster Producing points in C. F. A. territory as compared with rates from East St. Louis, etc. At meeting today Chairman stated he had just received copies of tariffs from Detroit & Mackinac Railway Company and Grand Rapids & Indiana Ry. and it was

Moved, That the subject be deferred until next meeting, in the meantime the Chairman compile the rates in effect from Plaster producing points in Michigan as compared with rates from East St. Louis.

Rate on Asphaltum Tar.

This subject last considered at meeting Feb. 12th, Proceedings No. 75, and laid over pending receipt of further information by member making the application. At meeting today it was

Moved, That the subject be tabled.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 536."

Proceedings No. 78.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 4th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.
C. P. & St. L. R. R.—W. M. Bushnell.
C. C. C. & St. L. R. R.—W. Nichols.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.
Terminal R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

New Uniform Bill of Lading, Shipping Order, Etc.

This subject considered at meeting Feb. 26th, Proceedings No. 77, and laid over.

At meeting today Chairman read letter Feb. 29th, file J-108, from Chairman C. F. A. to the effect that it should be fully understood that the New Uniform Bill of Lading will become effective Oct. 1st, etc.

After some discussion the following was adopted:

Whereas, Believing that the successful adoption of proposed Uniform Bill of Lading is contingent on the unanimous adoption of it by all lines, members of the Committee, including the C. B. & Q. R. R.

Moved, That the Chairman proceed to obtain from each member, also the C. B. & Q. R. R., information as to

the attitude of his Company on the adoption of the proposed form and submit the information so obtained at next meeting of the Committee.

Rate on Plaster.

This subject last considered at meeting Feb. 19th, and laid over, see Proceedings 76, the Chairman in the meantime to secure the information as to rates from other Plaster producing points in C. F. A. Territory, etc.

At meeting today a statement was submitted which showed that rates from East St. Louis were in line with rates from other Plaster producing points, viz.: Alpena, Alabaster, Grand Rapids Mich., etc., and after consideration the following was adopted:

Lines interested individually advise that in view of the fact that rates on plaster from East St. Louis are on a relative basis with rates from other Western Producing Points, it is deemed inexpedient to make a reduction from E. St. Louis, as it would ultimately force a reduction from other producing points.

Rates on Clay, Shale and Kaolin.

This subject considered at meeting Feb. 26th, and laid over, see Proceedings No. 77.

At meeting today Chairman called attention to C. F. A., C. M. No. 167, Feb. 26th, calling meeting March 15th at Chicago, etc., and after consideration the following was adopted:

It is the sense of this Committee that action at meeting Dec. 29th, viz.:

Whereas, The St. Louis Lines believe that the present and proposed rates on Clay, Shale and Kaolin (crude), from Ohio River Crossings, Gale and Thebes, are a menace to the East St. Louis interests, be it

Recommended, That the entire subject of rates on Clay, Shale and Kaolin (crude), from Ohio and Mississippi River Crossings be referred to the Chief Traffic Officials of the interested lines, for the purpose of securing a general advance from Ohio River Crossings, Gale

and Thebes, or failing in this a general revision of rates with the view to placing all crossings, including East St. Louis on a parity, be reaffirmed and pending action recommended therein, it is

Recommended, That present rates from Ohio River Crossings, Cincinnati to Evansville, inclusive and East St. Louis be continued and that rates from Cairo, Gale and Thebes be advanced to the usual differentials over rates from East St. Louis.

Empty Lard Tierces and Barrels from Eastern Points in Refrigerator Cars.

Letter Feb. 27th, file J-308, from Chairman C. F. A., also Advice Letter J-308, were read and it was

Moved, That the subject be carried on the docket until next meeting.

Rate on Horses and Mules, East St. Louis to Sullivan, Ind.

This subject submitted at meeting Feb. 26th, and laid over, see Proceedings No. 77.

At meeting today it was

Moved, That action be deferred until next meeting.

Proportional Rates on Lumber to Canadian Points.

This subject last considered at meeting Feb. 12th, Proceedings No. 75, and correspondence referred to Chairman C. F. A.

Subject brought up again by letter Feb. 27th, file 11371, from Chairman C. F. A., stating that effective on legal notice the C. B. & Q. will issue cancellation notice withdrawing tariff naming proportional rates.

The Chairman stated that he had seen a copy of C. B. & Q. cancellation Notice, G. F. O. 5381, effective March 12th, 1904, cancelling G. F. O. 13946, and it was

Moved, That the Chairman ascertain what roads have proportional tariffs in effect on above traffic and whether they will cancel same. (See Circular Letter No. 204.)

If all the lines advise that their proportional tariff will be cancelled the Chairman to issue Cicular Letter to all members making cancellation effective March 21st, 1904.

Application for Rate on Building Brick to Baltimore.

This subject brought up by letter Feb. 29th, from a member, which was read and the Chairman instructed to advise applicant that after due consideration interested roads individually advise that no change can be made in present rates.

Rates on Hides, Green, Salted, to Fremont, Mich.

This subject brought up by letter March 3rd, file 12292 from A. G. F. A., T. St. L. & W. R. R. advising their intention to publish rates of 17 cts. per cwt. on Hides, Green, Salted, East St. Louis to Fremont, Mich., to apply locally as well as proportionally. A 17-cent proportional rate is authorized by Info. 3890, from East St. Louis, and a 12-cent rate from Chicago, applying both locally and proportionally.

After consideration the following was adopted:

Recommended, To the Central Freight Ass'n. the elimination of Note in Central Freight Ass'n. Info. 3890, that the rate 17 cts. per 100 lbs. on Hides, Green, salted, from East St. Louis to Fremont, Mich. "Applies only on shipments originating at Missouri River Points."

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 537."

Proceedings No. 79.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 18, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. R. R.—E. L. Roederer.
C. P. & St. L. R. R.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.
Southern Ry.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.
T. St. L. & W. R. R.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

New Uniform Bill of Lading, Shipping Order, Etc.

Chairman stated that as instructed at meeting 4th, Circular Letter (No. 205) had been issued. The replies thereto were read but as all parties had not answered, it was

Moved, That further consideration of the subject be deferred.

Rate on Horses and Mules, East St. Louis to Sullivan, Ind.

This subject considered at meeting Feb. 26th, Proceedings No. 77, and laid over. At meeting today, it was

Moved, That the subject be tabled.

Empty Lard Tierces and Barrels from Eastern Points in Refrigerator Cars.

This subject submitted at meeting 4th and laid over. At meeting today Chairman read letter from Chairman C. F. A. dated Feb. 27th, file J-308, calling attention to C. F. A. Advice J-308 and after consideration, it was

Moved, That the subject be tabled.

Recommending Publication by This Office of Tariff Similar to Joint Circulars, Western Trunk Line No. 59, Rates, Rules and Regulations of Shipments to Louisiana Purchase Exposition.

This subject brought up by letter from a member, which was read and after consideration, it was

Moved, That the subject be tabled.

Rate on Mill Cinder and Scale, $1.50 Per Gross Ton from East St. Louis to Shawnee and Zanesville, Ohio.

This subject brought up by letter from a member, calling attention to C. F. A. Info. 4975, naming rate of $1.35 from Chicago to Zanesville and Shawnee, Ohio, which was read, and it was

Recommended, To the Central Freight Association the establishment of rate of $1.50 per gross ton on Mill Cinder and Scale, C. L. minimum weight as per Info. 4980, East St. Louis to Shawnee and Zanesville, Ohio, in line with rate from Chicago, $1.35 per gross ton, as per Info. 4975.

Bauxite Ore Concentrates.

This subject was brought up by letter March 11th, file J-349, from Chairman C. F. A., which was read and after discussion the following was adopted:

That Chairman C. F. A. be advised, it is the sense of this Committee that regardless of action taken on the proposition, as per Advice Letter J-349, we cannot

consistently advance the Eastbound rates now in effect, because Sulphate of Alumina or Crude Alum being a finished product and ready for use in that state should take a higher rate than Bauxite Ore Concentrates or Oxide of Alumina, which is in an intermediate condition and requires further reduction before it is available for use. We have no objection, however, to the establishment of such westbound rates as may be found satisfactory to the Trunk Line Ass'n.

Proposition to Apply Harbor Beach Class Rates to Points Now Named in Minimum Basing Book No. 9 As Taking Bad Axe and Caseville Basis.

This subject last considered at meeting Jan. 29th, and submitted by C. F. A. Advice Letter J-259, Feb. 9th. The Pere Marquette R. R. objected to the rates and subject was taken up through the Pere Marquette with the view of reaching a satisfactory adjustment.

At meeting today Chairman read correspondence on the subject to the effect that the Pere Marquette-Pontiac, Oxford & Northern and Michigan Central Railroads desire that Caseville and Bad Axe be eliminated as Basing Points and Harbor Beach rates made to apply to territory in question.

After discussion it was

Moved, That the proposition be adopted and Minimum Basing Book No. 9 amended accordingly.

Rate on Green Salted Hides, C. L., to Bracebridge and Huntsville, Ontario.

This subject brought up by letter from shipper, calling attention to the fact that the Grand Trunk Ry. publishes rate of 24 cents from Chicago, while rate from East St. Louis is 36½ cents. Chairman stated Grand Trunk Tariff referred to is G. F. D. 932, I. C. C. 825, effective Dec. 1st, 1903, Green Salted Hides 24 cents per 100 lbs. Chicago to Bracebridge, Burke Falls and Huntsville, Ont, and it was

Moved, That the Chairman take subject up with the Grand Trunk, or if he finds these are competitive points, with the Canadian Pacific also, with the view to establishing rate from East St. Louis in line with the 24 cent rate from Chicago, ascertaining how the rate will divide.

Rates on Grain from West of the Mississippi River, East St. Louis to Lynchburg, Ohio.

Chairman stated that as instructed Feb. 26th, Proceedings No. 77, he had referred subject of rate on Grain to Trebeins, Ohio, to B. & O. S. W. R. R., and T. H. & I. for adjustment.

Letter from B. & O. S. W. stated that distillers at Lynchburg, Ohio, demanded protection and tariff was issued applying 7 cent rate (proportion) from East St. Louis on grain originating west of the Miss. River to Lynchburg, Ohio. The tariff referred to is B. & O. S. W. No. D-132, IC. C.-No. 4018, effective March 15th, 1904, and it was

Moved, That the subject be tabled.

Rates and Divisions on Yellow Pine Lumber, Arkansas to Trunk Line Points, Etc.

This subject last considered Dec. 29th, 1903, Proceedings No. 70. At meeting today Chairman read letter March 15th, file 10777-A, from Chairman C. F. A. stating above subject considered by Committee on Relation with Southern Roads, 9th inst., and referred back to this Committee to endeavor to secure an advance in the rate.

It was stated that when the subject came up in the Committee on Relations with Southern Roads it developed according to statements of Southern Lines that rates from Mississippi were held a differential over Georgia, etc., and as discussion proceeded it seemed possible to get a differential over eastside rates on Lumber from west of the river, and it was suggested that if the subject was referred back, this Committee would look into the matter very carefully and see if

they could hold a higher rate on the Lumber from west of the River, etc.

After consideration of the subject, it was

Resolved, That A. G. F. A. Wabash be appointed a Committee of one to investigate and report result to this Committee at the earliest practicable date.

Chairman read letter March 7th, file 11420, from A. G. F. A. T. St. L. & W. quoting letter from Kansas City Southern Ry. on subject of Lumber from south to Western Termini and Trunk Line Points, and it was

Moved, That in view of the absence of the T. St. L. & W. R. R. representative, who brought the subject up, action be deferred until next meeting.

Rate on Enamled Brick, C. L., to Trunk Line Territory.

This subject last considered Feb. 19th, Proceedings No. 76, and recommendation made to C. F. A. Chairman read letter March 4th, file 317, from Chairman C. F. A. to the effect that proposition of this Committee, submitted by C. F. A. Advice Letter J-317 was not made effective as shown in C. F. A. Advice Letter J-353, and it was

Moved, That the papers be placed on file.

Rate of 17½ cents on Red Sandstone, East St. Louis to Western Termini of the Trunk Lines.

Above subject submitted to members by Circular Letter (No. 206) and replies received thereto read at meeting today.

As replies from all parties had not been received, it was

Moved, That action be deferred until next meeting.

Rates on Rough Quarried Marble.

This subject last considered at meeting Feb. 19th, proceedings No. 76. At meeting today there was read a letter March 17th, file J-252, from Chairman C. F. A., referring subject back to St. Louis Committee.

After due consideration of the subject, it was

Moved, That it is the sense of this Committee that the application originally recommended to C. F. A. Feb. 5th, Proceedings No. 74, be amended to 17 cents, Chicago to Boston, and 20 cents Mississippi River to Boston and Boston Points, as this is the westbound rate, covered by National Despatch-Great Eastern Line, Joint Westbound Freight Tariff No. 10, Supplement No. 28, effective March 1st, 1904.

And it is therefore

Recommended, To the Central Freight Ass'n that rate be established on Marble Blocks (rough quarried) originating at Colorado Points, from Chicago, Ill., 17 cents, and from Mississippi River 20 cents per 100 lbs., C. L. minimum 40,000 lbs. to Boston and Boston Points, released to valuation not exceeding 20 cents per cubic foot.

Pieces weighing three tons and over to be loaded and unloaded at risk and expense of consignor and consignee.

Rate on Paper, Scrap or Waste, C. L., vs. Paper Wrapping.

This subject brought up by letter from a shipper calling attention to discrepancy in rate from East St. Louis to Hartford City on Paper, Scrap and Waste vs. rate Hartford City to East St. Louis on Paper, wrapping, which was read, and it was

Moved, That the subject be referred to the Central Freight Ass'n with the statement that unless rates on the manufactured article from Hartford City and other points as per C. F. A. Info. 3430, can be advanced to the 6th class basis, we cannot reasonably be expected to hold rate on Paper Stock up to the 6th class rate.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 538."

Proceedings No. 80.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 25th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. R. R.—Walter Nichols.
C. P. & St. L. Ry.—
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash Ry.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

R. M. Fraser, Chairman.

Meeting convened 10:30 a. m.

New Uniform Bill of Lading, Shipping Order, Etc.

Laid over until next meeting.

Rate on Red Sandstone, E. St. Louis to Western Termini of the Trunk Lines.

This subject submitted to the Committee by Circular letter No. 206, March 11th, also considered at meeting March 18th, proceedings No. 79, and laid over for replies from all lines, etc.

After discussion today the following was adopted:

Moved, That Chairman C. F. A. be advised that lines having individual tariffs in effect will cancel them, effective April 15th, provided simliar action is taken by the Western Trunk Lines.

Joint Committee Freight Circular 1007 and C. F. A. Info. 2367 and 399-A.

This subject last considered at meeting Feb. 5th, proceedings No. 74. Recommendation to C. F. A. submitted by C. F. A. Advice Letter J-258, Feb. 9th, was later referred to Committee on Relations with Southern Roads and at March Meeting was laid over to meeting in June.

Attention of the Committee was called to an error in rule (3) as submitted to C. F. A. Chairman stated in connection with above he had proposition from a member to change the wording of the original recommendation to the C. F. A. which was read and after discussion the following adopted:

Moved, That the proposed proposition to take the place of recommendation, submitted by Advice Letter J-258, be sent to resident members by Circular Letter and subject laid over until next meeting.

Issuing Bills Lading for Live Stock.

This subject last considered at meeting February 26th, proceedings No. 77, brought up again by letters March 19th, and 22nd, file 7376-B, from Chairman C. F. A. which was read, and it was

Moved, That before the subject is further considered by this Committee, the Chairman ascertain through the Chairman C. F. A. the practice which prevails at Chicago, Indianapolis and Cincinnati.

Letter from Inspection Department Regarding Lumber via C. B. & Q. R. R.

This subject brought up by correspondence from the Inspection Department regarding shipment of Lumber via K. Line, which was read, and it was

Moved, That the Chairman take the matter up with Gen'l Agent Todd of the Burlington with the view of developing the matter and make report to this Committee at next meeting.

Traffic from the West, Billed Through and Copies Not Furnished Inspection Department for This Office.

This subject brought up by letter from District Inspector, calling attention to through billed shipments from west via Wabash, B. & O. S. W. and Vandalia of which no issues are furnished, etc., and it was

Moved, That the Chairman advise the District Inspector that while the roads mentioned may not be willing to furnish copies of billing, that if he will call on their agents, they will show him records sufficient to furnish the information desired in compiling statistics, etc.

C. & A. Tariff G. F. D. 11769, March 22nd, Bulk Salt C. L., $1.40 Ton East St. Louis to St. Charles, Mich.

This subject brought up by letter from Chairman C. F. A. which the Chairman read and stated he had taken subject up with A. G. F. A., C. & A. Ry., but had as yet received no reply. The C. & A. Representative stated he had referred the letter to the G. F. A. Chicago, but no reply had been received and he knew nothing about the rate, same having been published by the General Freight Office.

In view of the above, it was

Moved, That the action be deferred until reply is received from C. & A. Ry.

Rate on Whiskey to Eastern Cities.

This subject brought up by Shipper making application for reduced rate on Whiskey in glass, C. L. Chairman read letter received and after discussion, it was

Moved, That the application be declined.

Letter from Chairman C. F. A. Regarding C. B. & Q. Application for Rate Basis, 11.6 Per Cent Plus Bridge Toll to Eastern Cities via West Bank Mississippi River and Quincy.

This subject brought up by letter from Chairman C. F. A. in letter March 21st, file 10240-A, which was read and after discussion the following was adopted:

Moved, That a Committee of three be appointed to draft a reply to Chairman C. F. A. letter, same to be presented at the next meeting of the Committee for their consideration. Chairman appointed as the Committee, Messrs. Hart, Nichols and Coyle.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas via East St. Louis to Trunk Line Territory.

Rate on Rough Oilstone, C. L., Arkansas to Trunk Line Points.

Rate on Paper, Scrap or Waste, C. L., vs. Paper Wrapping.

Above subjects laid over until next meeting.

Rate on Green Salted Hides to Bracebridge, Burke Falls and Huntsville, Ont.

This subject considered at meeting March 18th, Proceedings No. 79, and Chairman instructed to take subject up with Grand Trunk Ry. At meeting today letter March 22nd, file 38919, from G. F. A. Grand Trunk Ry. was read stating they were willing to establish rate of 28½ cents per 100 lbs. to points named on Green Salted Hides, C. L., from East St. Louis, and it was

Moved, That the Chairman issue Circular Letter to members giving them copy of letter to Gen'l Frt Agt., Grand Trunk Ry. and his reply thereto, as authority for the publication of the rate.

The rate is published in Special Notice No. 1460, March 29th, 1904.

Division from Cairo, Etc., Proper, to Trunk Line Territory.

This subject brought up by letter March 23rd, from A. G. F. A., Ill. Cent. R. R.,as follows:

"Dear Sir: As a matter of record I wish to advise the members of the St. Louis Eastbound Freight Committee that our Company does not recognize, nor will it be governed by Central Freight Ass'n Info. Nos. 998 and 1120, Series A, effective March 19th, 1904, authorizing divisions from Cairo, Gale and Thebes proper, and when from beyond, to points east of the Western Termini of the Trunk Lines. The divisions that we operate from Cairo and Gale to the east apply only via our main line junctions."

And it was

Moved, That a copy of the letter from the Illinois Central Railroad be sent to all members of the Committee by Circular Letter.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 539."

Proceedings No. 82.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 8th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—C D. Morris.

T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Rates and Divisions of Traffic from Arkansas, Louisiana and Texas via East St. Louis to Trunk Line Territory.

Rate on Rough Oilstone, C. L., Arkansas to Trunk Line Points.

At meeting April 1st, the above subjects were referred to a Special Committee for consideration and report.

The Committee not being prepared to make report at meeting today, it was

Moved, That the Committee be given further time.

Rate on Pig Lead and Antimonial Lead in Pigs, L. C. L.

This subject last considered at meeting April 1st, proceedings No. 81 and laid over.

At meeting today attention was called to the fact that the correspondence referred to Antimonial Lead and Amoniated Lead and suggested that the matter be deferred to permit of further investigation with the view to determining the difference between Amoniated Lead and Antimonial Lead, and it was

Moved, That the subject be deferred.

Rate on Lime Sligo, Mo., to New York for Export.

This subject brought up by C. F. A. Advice Letter I. C. C. 312, Frisco FFT. 208, March 30th, Lime, Sligo, Mo., to New York for export, 32.5 cents, and disposed of by Chairman securing copy of Frisco Tariff and Division Sheet thereto, which allowed lines east of East St. Louis 26 cents, the authorized rate as per C. F. A. Info. 834-A, Special Notice 1831, and it was

Moved, That the subject be stricken from the docket.

Joint Committee Freight Circular 1007 and C. F. A. Info. 2367 and 399-A.

This subject last considered at meeting April 1st, and laid over, see proceedings No. 80 and 81.

After further consideration today, it was

Moved, That the proposition now before the C. F. A., see proceedings No. 74, Feb. 5th, and C. F. A. Advice Letter, J-258, Feb. 9th, be withdrawn, and the following substituted as the sense of this Committee:

Moved, That we recommend to the C. F. A. the cancellation of Joint Committee Freight Circular No. 1007, June 16th, 1897, C. F. A. Info. Nos. 2367 and 399-A, July 16th, 1900, and the adoption of the following in lieu thereof:

Recommended, To the Central Freight Ass'n that through rates on Lumber from points west of the Mississippi River to Western Termini of Trunk Lines and points east thereof, made on Cairo, Gale or Thebes combination, may be applied by interested lines, via East St. Louis, subject to conditions as follows:

1. The through rate shall be published by initial roads in through Joint Tariffs.
2. Local or proportional rates from points of origin to East St. Louis shall be maximum proportion allowable to Western Lines.
3. Proportion east of East St. Louis under C. F. A. Info. No. 998-A or No. 4369, or subsequent issues thereof of current published local or proportional rates from Cairo shall be minimum proportion to be accepted by lines east of East St. Louis.
4. If the local or proportional rate from point of origin to East St. Louis is less than the local or proportional rate to Cairo plus proportion south of East St. Louis of local or proportional rate from Cairo to destination under C. F. A. 998-A or No. 4369 or subsequent issues thereof, the difference shall accrue to

lines east of East St. Louis; their proportion to be increased sufficiently to maintain integrity of the through rate.

5. Proportional rates shall not be published from East St. Louis to the Eastern Termini of Trunk Lines or points east thereof, based on rates and divisions authorized from Cairo, Gale or Thebes.

Rate on Returned Empty Bottle Crates.

A letter from a member was submitted making application for 4th class rating on above commodity, in line with C. F. A. Info. 3991, and it was

Recommended, To the C. F. A. the establishment of the 4th class rating on Returned Empty Bottle Crates, C. L., (Official Classification Rule 27 to apply, but Rule 5-C not to apply) minimum weight 12,000 lbs., East St. Louis to Terre Haute.

Proportion of Rate to Allow St. L. M. & S. R. R. Between Cape Girardeau, St. Genevieve and East St. Louis on Trunk Line Traffic.

Issuing Bills Lading for Live Stock.

Rate on Salt, E. St. Louis to St. Charles, Michigan.

Paper Stock, East St. Louis to Hartford City, Ind.

Above subjects laid over until next meeting.

Rate on Rough Quarried Marble.

This subject last considered April 1st, and ordered stricken from the docket, and papers returned to applicant, see proceedings No. 81.

At meeting today Chairman read letter from a member requesting that subject be again placed on the docket and giving reference to several tariffs publishing rates from points east.

After careful consideration of the subject, the following was adopted:

Whereas, Marble Deposits have recently been dis-

covered in Colorado in the vicinity of Salida, which compare favorably with stone now sold in New York and other Eastern Cities and produced in Vermont. It is felt that a market for this can be found in the east, provided rates are established that will place the Commodity on an equitable basis with stone produced in Vermont and other New England Territory. In view of the fact that there is now in effect at rate of 17 cents to Chicago and 20 cents to the Mississippi River from New England Territory via both differential and standard lines, and it being a well recognized principle of the Central Freight Ass'n lines that eastbound rates should be kept on a parity with the westbound rates, this Committee unanimously

Recommends, To the Central Freight Ass'n that a uniform proportional rate of 20 cents per 100 lbs. on Marble, taking 6th class rates as per Official Class'n C. L. minimum 40,000 lbs., originating at Colorado Points, only, when consigned through from quarries to Eastern destinations, be established from East St. Louis to all basing points east of the Western Terminal of Trunk Lines, the usual differentials to be disregarded.

Rates on Wall Plaster.

This subject brought up by letters from a Western Line, which the Chairman read. After consideration the following was adopted:

Recommended, To the C. F. A. that proportional rates on Wall Plaster, C. L., minimum 60,000 lbs. and over, originating at Wall Plaster producing points in Texas and Indian Territory be authorized from East St. Louis, Ill., as follows:

To Boston, 20 cents per 100 lbs.
New York, 18 cents per 100 lbs.
Philadelphia, 16 cents per 100 lbs.
Baltimore, 15 cents per 100 lbs.

(The above rates shall be maximum rates on inter-

mediate traffic over the same line in the same direction), provided tariffs covering through rates from points of origin to destination are published by initial lines and traffic moves on through consignments.

This recommendation is predicted on the fact that the rate per ton per mile allowed lines east of East St. Louis is approximately the same as earned by lines up to East St. Louis.

Time and Place for Regular Meetings of the Committee

After discussion of the subject, it was

Moved, That future meetings be held at the Committee Room, 404 Union Station, on Friday of each week at 10:00 a. m.

It was also

Moved, That in the event of a quorum not being present at 10:30 a. m. there will be no meeting.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 540."

Proceedings No. 83.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of Meeting of the Freight Committee.

St. Louis, Mo., April 15th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—E. L. Roederer.
C. P. & St. L. R. R.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. R. R.—
Southern Ry—C. D. Morris.

T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—

Meeting convened 10:30 a. m.

Rates on Pig Lead and Antimonial Lead in Pigs, L. C. L.

This subject considered at meetings April 1st and 8th and laid over, see proceedings.

At meeting today the desired information not having been secured, it was

Moved, That the subject be deferred.

Proportion of Rate to Allow St. L. M. & S. E. R. R., Between Cape Girardeau, St. Genevieve and St. Louis on Trunk Line Traffic.

This subject submitted at meeting April 8th, and laid over, see proceedings No. 82, and at meeting today it was

Moved, That the subject be laid over until next meeting.

Letter 8th from Chairman C. F. A. Regarding C. B. & Q. Basis for Rates Westbound.

The subject of C. B. & Q. rate basis last considered April 1st, proceedings No. 81. On receipt of letter referred to above, the Special Committee prepared reply, which was sent to Chairman C. F. A. April 13th; the letter was read and approved.

In connection with the above Chairman read correspondence with G. F. A., C. & A. Ry. and was instructed to send copy to resident members.

Paper Stock, East St. Louis to Hartford City, Ind.

This subject last considered April 1st, proceedings No. 81, brought up again at meeting April 8th, and laid over.

At meeting to-day Chairman read letter from a

member, submitting letter from a shipper and after consideration is was

Moved, That the applicant for lower rate be advised that on receipt of his communication addressed to members of the Committee, the subject was further considered and the fact established that the rate now in effect from East St. Louis to Hartford City is on an equitable basis as compared with rates from Chicago and Cincinnati to Hartford City, short line distances being considered, which are as follows:

From Chicago to Hartford City, 176 miles.
Cincinnati to Hartford City, 131 miles.
East St. Louis to Hartford City, 316 miles.

Letter from Inspection Department, Lumber via C. B. & Q. R. R.

This subject last considered at meeting March 25th, see proceedings No. 80. At meeting to-day the Chairman stated he had taken subjects up with Gen'l. Agt. of the C. B. & Q. and received reply to the effect that their tariff on the Canadian Lumber was cancelled, effective March 12th. As the shipment in question moved February 29th, it was

Moved, That the subject be stricken from the docket.

Rate on Salt, East St. Louis to St. Charles, Mich.

This subject last considered at meeting 1st inst., proceedings No. 81. At meeting to-day C. & A. Ry. representative stated that their investigation developed the fact that Bay City and St. Charles, take Detroit rates on Bulk Salt westbound, and called attention to Grand Trunk and Michigan Central Tariffs naming rate of $1.40 on Salt from Bay City and St. Charles, etc., that being the rate from Detroit.

It was stated by a member that there was no authorized basis for making rates on Salt, either east or westbound, and it was

Moved, That the subject be stricken from the docket.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas via East St. Louis to Trunk Line Territory.

Rate on Rough Oilstone, C. L., Arkansas to Trunk Line Points.

At meeting April 1st above subjects referred to a Special Committee for consideration and report.

At meeting to-day Chairman read letter from Chairman of the Special Committee to the effect that they were not prepared to report to-day but hoped to be able to report at next meeting, and it was

Moved, That the Committee be given further time.

Issuing Bills Lading for Livestock.

This subject last submitted at meeting April 8th and laid over. At meeting to-day Chairman stated that as instructed at meeting March 25th, proceedings No. 80 he had requested Chairman Tucker to furnish information as to the practice at Chicago, Cincinnati and Indianapolis, and read letters, March 28th, April 8th and 11th, received in reply thereto. After discussion the following was adopted:

Moved, That Chairman C. F. A. be advised with one or two exceptions, lines members of this Committee, issue Livestock Contracts on surrender of release orders, issued by shippers, in most instances before stock is loaded into the cars in their possession.

Rates on Sulphur from Louisiana Mines.

This subject last considered by this Committee at meeting Feb. 5th, proceedings No. 74, and tabled.

At meeting to-day Chairman read letter April 9th, file 10797 from Chairman C. F. A. regarding the terms of C. F. A. Information Circular No. 5070 being carried out and the following was adopted:

Lines, members of this Committee, individually advise that they will be governed by Information Circular No. 5070, protecting the rates named therein,

pro-rating them on New Orleans Divisions, after deducting arbitrary of not to exceed 6 cts. per 100 lbs., for the originating road.

The T. St. L. & W. not being present advised later their approval of the above.

Time and Place for Regular Meeting of the Committee.

Attention being called to action on above subject at meeting 8th inst., as follows:

Moved, That future meetings be held at the Committee Room, 404 Union Station, on Friday of each week at 10:00 a. m.

It was also

Moved, That in the event of a quorum not being present at 10:00 a. m., there will be no meeting.

At meeting to-day all members were urgently requested to be present at 10:00 a. m. sharp, or as soon thereafter as possible, and it was

Moved, That in the event of a meeting being postponed because members were not present at 10:30 a. m., the Chairman to issue proceedings naming the representatives present and stating meeting not held in consequence of there not being a quorum present at 10:30 a. m.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 541.

Proceedings No. 86.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 6th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.

C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. R. R.—W. M. Bushnell.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened at 10:30 a. m.

Proportion of Rate to Allow the St. Louis M. & S. R. R., Between Cape Girardeau, Ste. Genevieve and East St. Louis on Trunk Line Traffic.

This subject was last considered at meeting April 29th, and referred to a Special Committee for consideration and report, see proceedings No. 85. At meeting to-day the following was adopted:

Your Committee have carefully considered the question of establishing pro-rating arrangements between Ste. Genevieve and Cape Girardeau and Eastern points, via East St. Louis, respectfully suggests that the St. L. M. & S. E. R. R. withdraw its request for the reason that the establishment of rates from points on the west bank of the Mississippi River on a Chicago to New York plus basis and their application in connection with west side Lines via other Mississippi River Crossings would ultimately lead to destroying the present basis of rates from all Trans-Mississippi River Points to the East, which are now made on the Mississippi River.

For this reason and because the rates per ton per mile east and west of the Mississippi River are usually not made same and pro-rating arrangements necessarily have to be made on the approximate mileage basis, interested lines have preferred not to establish through rates and divisions from those points to the East. While this principle may prevent the St. L. M.

& S. E. R. R. from participating in business from Cape Girardeau and Ste. Genevieve to the East in connection with the Frisco System, via East St. Louis it is felt that it is for the greatest good for the greatest number of Western as well as Eastern roads.

It was also

Moved, That the Chairman advise Mr. W. R. Powe, G. F. A., St. L. M. & S. E. R. R. that his request as per letter March 30th file 330, for a basis of divisions via East St. Louis, having been submitted by a member has been given careful consideration by the Committee and you are instructed to reply to him in line with recommendation of the Committee.

Rates on Fire Brick, Etc.

This subject last considered at meeting April 29th, and laid over, see proceedings No. 85.

After further consideration at meeting to-day, it was

Moved, That a Special Committee, consisting of Messrs. Hodgdon (Chairman) Nichols, Coyle, Hart and Bushnell, be appointed to consider this subject and make recommendation to the Committee at next meeting.

Rates and Divisions on Fruits and Vegetables to C. F. A. and Trunk Line Territory M. & O. Tariff I. S.-4884 and Division Sheet No. 1 Thereto.

This subject last considered at meeting April 20th, Proceedings No. 85, and referred to the Rate Clerks. The Rate Clerks met in this office on May 4th, and at meeting to-day their recommendation was read and after discussion it was

Moved, That the recommendation of the Rate Clerks be accepted, the Chairman to send two copies to each resident member, to be submitted by them to their Official in charge of divisions for approval, members to report at next meeting the result.

New Uniform Bill of Lading, Shipping Order, Etc.

This subject last considered at meeting April 1st, proceedings No. 81 and ordered stricken from the docket.

At meeting today Chairman read letters April 29th, and May 3rd from Chairman C. F. A. bringing subject up, again, requesting to be advised what roads object or decline to adopt the new form, Oct. 1st urging prompt action by the Committee.

After consideration it was

Moved, That Chairman C. F. A. be advised as to the position taken by each line individually, in regard to the adoption of the New Uniform Bill of Lading, etc.

Proposition to Amend Minimum Basing Book, No. 9, Changing Ohio Central Stations, Croton to Granville, Ohio, Inclusive from Zanesville to Newark Basis.

This subject referred to the Rate Clerks at meeting April 29th, and at meeting today Chairman read their recommendation of May 4th, which was adopted as follows:

Recommended, That Minimum Basing Book No. 9 be amended changing Ohio Central Stations, Croton, Johnstown, Alexandria, Clemens and Granville, Ohio, (now taking Zanesville basis) to Newark basis.

Application for Reduced Rate on Pigeons, Clay or Clay Targets, C. L.

This subject brought up by letter from a member making application for reduction in rate to New York City and after discussion, it was

Moved, That the Applicant be advised that the Committee do not deem it expedient to favorably consider the application for the reduced rate.

Rate on Lumber to Michigan City, Ind.

This subject last considered at meeting April 29th, and laid over. After further consideration of the sub-

ject at meeting today, when Chicago-Indianapolis Southeastern Proportional Rates No. 2, M. & O. and I. C. R. R. Tariffs were submitted, it was

Moved, That Chairman C. F. A. attention be called to the publication in I. C. R. R. Tariff B-10387, M. & O. R. R. Supplement No. 35 to Freight Tariff No. I. S.-3991 and Chicago-Indianapolis Southeastern Proportional Rates, No. 2 rate 10c per 100 lbs. on Lumber from Cairo to Michigan City, Indiana, with the request that he take the subject up with the view of having the unauthorized rate withdrawn, as certain E. St. Louis Lines have given notice of their intention to apply 8c rate from East St. Louis, unless the unauthorized rate is cancelled immediately.

Rates on Clay, Shale or Kaolin.

This subject last considered March 4th, proceedings, No. 78. At meeting today letter 4th from Chairman C. F. A. was read to the effect that a list of rates now in effect from East St. Louis on the above Commodities should be prepared in order that the lines from Cairo, Gale, Thebes, etc., may carry out the recommendation making rates from those points, on the traffic originating west of the Mississippi River, 20 cts. per ton in excess of rates from East St. Louis, and it was

Moved, That the Chairman prepare a list of the rates East St. Louis to Basing Points named in Minimum Basing Book No. 9, which are authorized by C. F. A. Info. Nos. 5002 and 5142 on the Commodities above named to be sent to Chairman C. F. A. for him to furnish information to Cairo, etc., lines. Two (2) copies to be also sent to each resident member of this Committee.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 542;" as follows:

Proceedings No. 88.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 20, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—W. Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Rate on Sulphur from Louisiana Mines.

This subject last considered at meeting May 13th, proceedings No. 87 and as instructed Chairman took subject up with the view of securing the information desired and at meeting today correspondence was read giving rates from Trunk Line to C. F. A. points also that there were no Commodity rates in effect from New Orleans proper, etc., and action was taken as follows:

Whereas, C. F. A. lines are designated as parties to tariff publishing through rates from Sulphur producing points to destinations in C. F. A. territory.

We recommend, As a disposition of this subject, that C. F. A lines notify the Southern Pacific Road of their non-concurrence in the through rates and divisions as

at present promulgated and at the same time C. F. A. lines to give notice that on such traffic full local rates will be exacted from River Crossings.

Application for Rating on Bloedite Ore.

This subject last considered at meeting May 13th, proceedings No. 87 and as instructed the subject was taken up with Chairman, C. F. A. for information as to the proportions in effect east of Chicago. At meeting today Chairman read letter May 16th, file 11629 from Chairman, C. F. A. to the effect that A. T. & S. F. Ry. has not as yet advised that they will accept the action of the Chicago Freight Committee, April 20th, and it was

Moved, That further consideration of the subject be postponed until it is determined what action the A. T. & S. F. Ry. will take.

Rates and Divisions on Fruits and Vegetables to C. F. A. and Trunk Line Teritory, M. & O. Tariff I. S.-4884.

This subject last considered at meeting May 13th, proceedings No. 87, also submitted to members by Circular Letter No. 220. At meeting today the Chairman was instructed to formulate a notice to be sent to the M. & O. R. R., embodying therein the report of the Rate Clerks, meeting May 4th, sending each resident member a copy to be used as a form in serving the notice on the Mobile & Ohio Railroad. The letters of the various members to be sent to the Chairman, he to have all letters before sending them to the M. & O.

Request to Add Granite City, Ill., as a Shipping Point for Glucose and Grade Sugar.

The above subject brought up by letter from a member calling attention to a plant for the manufacture of the above mentioned Commodities having been recently completed at Granite City and that Granite City should be included in the list of points shown in C. F. A. Info. Nos. 5071 and 1083-A, and it was

Recommended, To the C. F. A. that C. F. A. Info. Circulars Nos. 5071 and 1083-A be amended by adding Granite City, Ill., to the list of points from which the rates named will apply.

Rates and Divisions on Oilstones from Benton and Hot Springs, Ark., to Littleton, N. H.

At meeting April 1st this subject referred to a Special Committee for recommendation. At meeting today Chairman read report of the Special Committee and it was

Moved, That the report be accepted, the Committee discharged and the report submitted to C. F. A. as recommendation of this Committee.

The report of the Special Committee is as follows:

"Your Special Committee, which was appointed at meeting of the St. Louis Eastbound Freight Committee on April 1st, to consider the question of rates and divisions on Oilstone, C. L., from Arkansas points to Trunk Line Destinations, begs leave to submit the following report.

The first question which enters into this investigation is the interpretation of the Official Class'n. No. 25, as applied to the Commodity under consideration, viz.: Rough Oilstones, C. L.

The edition of the Class'n. referred to reads: "Stones, oil, in boxes or barrels, L. C. L. 2nd, C. L. 4th class," and your Committee understands from the purport of the correspondence submitted that it is the ruling and order of the Inspection Department that 4th class rating shall apply on the Commodity under consideration in C. L. from River Crossings to Trunk Line destinations.

The investigation shows that in reality the Commodity which we are considering consists of Oil, or Wet-stone in the rough, tendered for transportation just as it comes from the quarry.

Your Committee recognizes the justice of the present Class'n. No. 25, as applied to Stones, oil, in boxes

or barrels, 2nd and 4th class and understands that it is perfectly proper to apply this Class'n. and rating on Oilstones cut from the crude material and packed as described in the Class'n. for shipment, but your Committee is of the opinion that the Crude, rough blocks of Oilstone as they come from the quarry shipped in bulk, are entitled to and should take 6th class rating in C. L. from River Crossings to Trunk Line Territory, under the rating of the Class'n. as it stands at present, viz.: Stones, N. O. S., C. L. 6th class.

This interpretation of the Class'n. is borne out by the views of the Louisville Freight Committee, to whom was referred this same proposition, see proceedings Louisville Freight Committee, dated April 5th, 1904.

Coming to the specific proposition of basis of rates on rough Oilstone, C. L. to Littleton, N. H., Current Arkansas Freight Committee Tariff No. 3-D, effective April 5th, 1904, carries to Littleton, N. H., on Stone, oil, rough, C. L. minimum weight 30,000 lbs. from Benton, Ark., 43.6c per 100 lbs. and from Hot Springs, Ark., 49.6c per 100 lbs., through rates published from points of origin of the stone to destination of the stone.

Our investigation shows that these rates as published in the Arkansas Freight Committee Tariff referred to, are irregular for the reason that they are not based upon combination of locals, but apparently upon a local rate, point of shipment to Memphis, plus an arbitrary of 10c per 100 lbs. from Memphis to Cincinnati, plus proportion beyond Cincinnati which is equivalent to a prorate of the local rate from Memphis to destination, for in the opinion of your Committee the basis for making the through rates on this Commodity should be combination of local rates on Memphis, Tenn., unless the combination of locals on Cincinnati made a less through rate in which event the line from Cincinnati should, of course, charge its local rate from that point. The present published rate per Arkansas Freight Committee Tariff No. 3-D, 49.6c from Hot Springs to Littleton, N. H., divides by allowing lines beyond Cincinnati 22.6c per 100 lbs., this 22.6c proportion is a prorate of the

6th class Memphis to Boston rate, divided on authorized percents as per Joint Committee Circular No. 1646, Dec. 11th, 1893, viz.; south of Cincinnati 33.5, north of Cincinnati 66.5, first deducting 2c per 100 lbs. for River transfer before prorating; attention is also called to the fact that in the Arkansas Freight Committee Tariff referred to, a rate is carried on Stones, oil, finished, in boxes or barrels, C. L., minimum weight 30,000 lbs. from Hot Springs, Ark., to Littieton, N. H., 51c per 100 lbs. and from Benton, Ark., to the same destination 45c per 100 lbs.

These rates your Committee understands are based upon the 6th class rate from Cairo, while the correct basis for the through rate is 4th class from either Memphis, Cairo or Cincinnati.

The recommendation of your Committee is that the whole matter of the adjustment of these rates should be referred to the Committee on Relations with Southern Roads of the C. F. A., the subject to be considered at the next meeting of the Ass'n., June 8th and 9th, for the purpose of securing, First: An agreement as to the proper basis for naming through rates.

Second: An agreement as to whether the lines shall apply 4th class or 6th class rating on Oilstones in the rough.

Third: An agreement covering the rates which shall apply on finished Oilstones, in boxes or barrels, from Benton and Hot Springs, Ark., to Trunk Line Territory.

It is quite evident that so long as the lines leading from Cincinnati protect a pro-rate of the 6th class Memphis rate on the Commodity originally referred to in this correspondence as rough Oilstone, the lines Eastward from East St. Louis, Cairo, Thebes, etc., cannot consistently refrain from handling the traffic on the basis of 6th class rates from such crossings, if it is so tendered them.

Rates on Fire Brick, Etc.

This subject referred to a Special Committee at meeting May 6th, proceedings No. 86. At meeting today

Chairman read report of the Special Committee, and it was

Moved, That the report of the Special Committee be accepted and that said report be the recommendation of this Committee to the C. F. A., also that the Chairman give the C. B. & Q. R. R. formal notice of action taken.

The report of the Special Committee is as follows:

"The Special Committee appointed to consider the question of the unauthorized rate on Fire Brick, etc., held a meeting on Tuesday, May 17th, and adopted the following resolution.

Resolved, That in view of the facts before us your Special Committee deem it advisable that, effective July 1st, 1904, the basis of rates from E. St. Louis to Western Termini and Trunk Line Points, on Fire Brick, Tank or Furnace Blocks and Flue Lining, be restored to the authorized basis.

The understanding of the Committee is that this matter will be presented at next meeting of the St. Louis Eastbound Freight Committee for final action.

The information before the Committee indicated that practically no business had been developed under the reduced rate; that considerable pressure was being brought to bear upon roads leading from other brick producing points, to reduce Fire Brick rates to the basis of 20 cts., Chicago to New York, in line with the reduced rates from East St. Louis. The Committee felt that it could not but be recognized that if the reduction was forced at other points, any advantage which might accrue to the St. Louis Manufacturers under the present situation would be taken away just as surely as if the East St. Louis rate was advanced.

Your Committee felt that it would be very undesirable to force a reduction from other points if interested lines felt that the rates could be maintained on the higher basis, although there are many arguments as to the relative value of Clay Products which might in-

dicate that it is not inconsistent to maintain Fire Brick on the same basis as other Brick; however, in view of the very small Eastbound tonnage from East St. Louis, as compared with like tonnage from other territory, your Committee felt that unless there were conditions unknown to them, and particularly unless the facts as to the tonnage handled, as indicated by the St. Louis Eastbound Committee reports of Commodities Forwarded, were incorrect, there was no valid reasons why the East St. Louis Lines should hesitate to withdraw the present rates and restore the authorized figures.

The roll being called all members present individually announced their approval and approval of absent member was secured later.

Crown Filler Clay to C. F. A. Points.

This subject brought up by letter from a member, as to proper rating to C. F. A. points, submitting sample of Commodity in question. Chairman read letters and stated that to C. F. A. Points the authorized rates on Crown Filler were on basis of 73.3 per cent of the 6th class and on Clay, the rate is 83.3 per cent, and it was

Moved, That we recommend to the C. F. A. that the basis for rates on Crown Filler, as per Information 5124, be advanced from 73.33 to 83.33 per cent of the 6th class, this with the view to wiping out all opportunity for manipulation.

Rates and Divisions on Yellow Pine Lumber from Arkansas and Louisiana.

This subject last considered at meeting May 13th, proceedings No. 87, at which time the report of the Special Committee was read and laid over. After further consideration at meeting to-day, it was

Moved, That the report of the Special Committee be accepted, the Committee discharged and the report submitted to the C. F. A. as the recommendation of this Committee.

The report of the Special Committee is as follows:

The undersigned, to whom was referred the subject

of rates and divisions on traffic from Arkansas, Louisiana and Texas, via St. Louis to Trunk Line Territory, under subject No. 2 of your docket of April 8th, begs to report as follows:

As we understand it when this subject was last considered by the Central Freight Ass'n. the question of maintaining the divisions established in connection with the Iron Mountain tariff on lumber from the territory in question, it was thought that possibly these rates might be advanced, in view of the facts that the rates from Mississippi were held on a higher basis than those from Georgia and Alabama, it being assumed at that time that the rates published by the Iron Mountain Road were on a parity with the rates in effect from Georgia and Alabama. We find, however, on careful investigation and from facts gathered by our personal representative, that the rates from Georgia territory, taking Cordelia, Ga., for example, are New York 28, Boston 31 cts.; from Montgomery, Ala., New York 31, Boston 34 cts.; from Reform and Tuscola, Ala., New York 30, Boston 35 cts. From Mississippi territory as far south as Quitman and Brookhaven, New York 33 cts., Boston 37 cts. You will, therefore, note that the rates published by the Iron Mountain Road namely, to New York 33 and to Boston 37 cts., are the same as rates in effect from Mississippi territory taking, as it was alleged when this subject was referred back to this Committee, from 2 to 3 cts. above the rates in effect from Georgia and Alabama.

In view of these facts and the commercial features that have been presented heretofore to the effect that lumber originating in the territory in question west of the Mississippi River is strongly competitive with that originating in Mississippi we do not see how lines, members of this Committee, can consistently demand of their southern connections the publication of any higher rate on this traffic than are now in effect from Louisiana, Arkansas and Texas, and your Committee respectfully recommend that the rates and divisions now in effect be continued.

Missouri Pacific Circular No. 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

This subject brought up by letter from a member, which was read, and it was

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to communicate with the Traffic Department of the Missouri Pacific-Iron Mountain & Southern Ry. with the view of ascertaining the points of connection with Eastern Roads in East St. Louis to which their rate will apply.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas, via East St. Louis to Trunk Line Territory.

At meeting April 1st this subject submitted to a Special Committee for consideration and recommendation to the Committee. At meeting to-day Chairman read report of the Special Committee, and it was

Moved, That the report be accepted, the Committee discharged and the report submitted to the C. F. A. as the recommendation of this Committee.

The report of the Special Committee is as follows:

At meeting of the Committee, April 1st, the undersigned Sub-Committee was appointed to consider and make recommendations upon the question of Rates and Divisions on Traffic from Arkansas, Louisiana and Texas, via East St. Louis to Western Termini and Trunk Line Territory, and begs leave to submit for presentation to the Committee as a whole the following report:

Outlining the premises on which this subject has been considered we wish to give reference in this report to Information Circular 1063-A of Dec. 26th, 1903, effective Jan. 4, 1904, cancelled by Information 1124-A of March 12th, 1904.

Your Committee submits as its recommendation that the St. Louis-East St. Louis gateway should be made

available in the routing of traffic from New Orleans and Southwestern Territory where the business is handled to East St. Louis via lines operating west of the Mississippi River.

We recommend as a general proposition that the same through rates from Southwestern Territory to Trunk Line points which may be applicable via lines leading northward on the east side of the Mississippi River, may be protected through East St. Louis via lines leading northward on the west side of the Mississippi River. Such through rates to be published by lines originating the traffic.

In the division of through rates via St. Louis-East St. Louis gateway, the traffic moving via lines west of the Mississippi River, we recommend that lines east of East St. Louis accept their authorized proportion of the rate on the same Commodity from the base point on which the through rate may be built, for example: If the rate bases on New Orleans, lines east of East St. Louis will accept their proportion of the tariff rate on the same Commodity from New Orleans, pro-rated on authorized divisions.

If the rate bases on Vicksburg, Memphis or Cairo the same plan to be observed in the division of rates but in no case shall the line south of East St. Louis be allowed in excess of its local or proportional rate, point of shipment to East St. Louis, the integrity of the through published rate to be maintained at all times—difference, if any, accruing to lines east of East St. Louis in the maintenance of the integrity of the through rate.

Under this proposition proportional rates shall not be published from East St. Louis, but lines leading eastward from East St. Louis shall insist upon the publication of through rates by lines originating the traffic.

Proportional Rates on Marble.

This subject brought up by letter from Chairman, C. F. A. calling attention to Wabash Tariff 29201 nam-

ing proportional rates from East St. Louis, etc., and it was suggested to call the roll for the purpose of ascertaining whether any of the other roads had issued similar tariffs.

All roads answered in the negative.

Amending Minimum Basing Book No. 9 in Line With C. F. A. Information 5158.

At meeting May 13th, proceedings 87, this subject referred to the Rate Clerks for consideration and recommendation to the Committee.

At meeting to-day Chairman read report of the Rate Clerks Meeting, 18th inst., and it was

Moved, That the report of the Rate Clerks be adopted and sent to Chairman, C. F. A. as recommendation of this Committee.

The report referred to above is as follows:

"At meeting of Rate Clerks of the Eastbound Committee, held May 18th to consider class rates to Michigan Central Stations, as authorized by Information No. 5158, we call attention to what appears to us to be an error in the 4th class rate from East St. Louis to groups 1 and 2. By reference to Information No. 4051, authorizing rates to Detroit & Mackinac Railroad Stations, it will be found that from other C. F. A. points in Ohio, Indiana and Illinois that the rates from the same to corresponding groups on the Detroit & Mackinac Railroad are as shown in Information 5158 to stations on the Michigan Central Railroad. Carrying out this principle we think that the 4th class rate from East St. Louis to group 1 in Information 5158, should be 32 cts. and to group 2, 4th class rate should be 33 cts., and we further suggest that a similar change be made in the 4th class rate from East Burlington to groups 1 and 2, advancing them to 32 and 33 cts. respectively. We should also call attention to the fact that Dunham as shown on page 5, Information 5158 as in group 1. We think this point should be carried in

group 2 inasmuch as it is located between Standish, Mich., and West Branch, Mich.

In connection with the above we found Information 4051 a rate of 21¾ cts. authorized on 5th class from Peoria to group 3 of Detroit & Mackinac Railroad stations. We suggest that this is an error, inasmuch as C. F. A. class rates are generally published in full numbers or halves only.

M. & O. Division Sheet No. 35.

The Chairman stated that at meeting of Rate Clerks 18th inst. attention was called to the above mentioned issue as being contrary to C. F. A. legislation and reported as follows:

"At meeting of the Rate Clerks, May 18th, divisions named in Division Sheet No. 35, effective April 18th, 1904, applying in connection with M. & O. Lumber Tariff No. IS-4230 were considered. The M. & O. in Division Sheet No. 35 use divisions that are authorized on Yellow Pine Lumber (See C. F. A. Information 1042-A, this Committee's Special Notice 1401, Nov. 17, 1903), yet no mention is made in the division sheet as to its applying only on such lumber, consequently it is the sense of this meeting that the divisions applicable on lumber Tariff IS-4230 should apply, i. e., the through rates shown in said tariff should be divided on authorized divisions from point of shipment, or if no through divisions are in effect the lines east of East St. Louis should receive their authorized pro-rate proportion of the Cairo rates. As M. & O. Division Sheet now reads the lines east of East St. Louis suffer a curtailment of their revenue of several cents per 100 lbs. The matter is submitted to the general Committee for their consideration.

After consideration of the above, it was

Moved, That the Rate Clerks report be adopted as the sense of this Committee, the Chairman to formulate a notice to be sent to the M. & O. R. R. embodying therein the report of the Rate Clerks meeting May 18,

sending each resident member a copy to be used as a form in serving notice on the M. & O. The letters of the various members to be sent to the Chairman, he to have all letters before sending them to the M. & O. R. R.

Interpretation of the Term "Eastern Points" in J. T. A. Freight Circular No. 1029.

This subject last considered at meeting May 13th, see proceedings No. 87. The subject brought up again by letter from a member, suggesting that the resolution adopted at last meeting be amended to include Western Termini of the Trunk Lines.

After discussion, during which it was stated by several members that the same conditions did not exist now as when Joint Traffic Ass'n. Freight Circular No. 1029, June 22nd, 1897 and St. Louis Eastbound Traffic Ass'n. Circular Letter A-83, June 30th, 1897 (a reprint of 1029) were issued, the Circulars should be cancelled and the following adopted:

Recommended, To the C. F. A. that J. T. A. Freight Circular No. 1029, June 22nd, 1897, be cancelled.

It was also

Moved, That St. Louis Eastbound Traffic Ass'n. Circular Letter No. A-83, June 30th, 1897, a reprint of J. T. A. Freight Circular 1029, June 22nd, 1897, be cancelled.

In view of the recommendation to C. F. A. to cancel J. T. A. Freight Circular 1029, it was unnecessary to take any action on the proposition to change the resolution adopted at meeting 13th inst., and it was

Moved, That the subject be stricken from the docket.

Rate on Wall Plaster.

This subject last considered at meeting April 29th, proceedings No. 85, and submitted to C. F. A. for consideration. At meeting to-day Chairman read letter May 17th, file J-539 from Chairman, C. F. A., and the following was adopted:

Moved, That Chairman, C. F. A. be replied to to the effect that the St. Louis lines in making their recommendation for through rates on Wall Plaster, as follows: From Acme and Quanah and other Wall Plaster producing points in Texas, to Baltimore 30 cts., Philadelphia 31 cts., New York 33 cts., and Boston 35 cts., and from Cement and other Wall Plaster producing points in O. T. and Marlow and other Wall Plaster producing points in I. T. to Baltimore 26½, Philadelphia 27½, New York 29½ and Boston 31½ cts., did not contemplate publication of any proportional rates from East St. Louis, that a through tariff was to be provided by initial roads and rates so published divided on basis of Acme and Quanah to East St. Louis 15 cts., East St. Louis to Baltimore 15 cts., Philadelphia 16 cts., New York 18 cts. and Boston 20 cts., and from Cement, O. T. and Marlow, I. T. to East St. Louis 11½ cts., East St. Louis to Baltimore 15 cts., Philadelphia 16 cts., New York 18 cts. and Boston 20 cts.

C. F. A. Information 1168-A, Rates and Divisions to Havana, Cuba.

Chairman called attention to above mentioned Information Circular and requested instructions as to whether he should reissue same and it was

Moved, That no Special Notice be issued.

The T. St. L. & W. R. R. to Become a Regular Member of the Committee. Letter from a Member.

This subject brought up by a member suggesting that the T. St. L. & W. be requested to become a regular member of the Committee, and the following was adopted:

Whereas, The T. St. L. & W. R. R. were formerly a regular member of this Committee, furnishing such statistics as were desired and participating in the expenses of its maintenance, and

Whereas, Traffic Manager Whitney on Oct. 8th, 1900,

file C. F. 313 advised the Committe that having reached the conclusion that the Eastbound Committee was not of sufficient value to the T. St. L. & W. R. R. to warrant obligating it to the rules and regulations or to contribute toward the expense of its maintenance, gave notice of his intention to withdraw, and

Whereas, It is felt that the work of the Eastbound Committee, the Statistics that it compiles and the information that can be gathered by attendance at its meetings would be of as great a value to the T. St. L. & W. R. R. as to the other members,

Resolved, That the Chairman take the subject up with A. G. F. A. Keane with the view of restoring the relations which formerly existed and have the T. St. L. & W. R. R. again become a regular member of the Committee.

Accepting Mobile Earnings on Cotton Piece Goods from Stonewall, Miss., Instead of as Authorized in C. F. A. Information 952-A.

This subject brought up by letter from Chairman, C. F. A. which was read and it was suggested that the roll be called for the purpose of ascertaining what lines if any have been handling traffic in the manner described.

On roll call the representatives of only one road admitted having handled some of the traffic on Mobile earnings. He stated: We have handled some of the business I believe on that basis. We are not handling it now. Instructions have been issued to stop it.

In view of the above it was suggested that Chairman, C. F. A. be advised accordingly.

Minimum Weight on Potatoes.

This subject brought up by letter from a member submitting copy of letter from the Pres't. of the St. Louis Fruit & Produce Exchange, which was read and which was to the effect that they desired minimum of 24,000 lbs. established on new potatoes.

After discussion the following was adopted:

Recommended, To the C. F. A. that inasmuch as the question of Minimum weight on potatoes has again presented itself and a request made for the restoration of the old minimum weight of 24,000 lbs., which this Committee does not seem advisable to endorse for adoption by C. F. A lines, that their attention be called to action taken last year when it was decided that the minimum weight of 30,000 lbs. was to be maintained from Ohio River Crossings and East St. Louis, on shipments originating south of the Ohio River and west of the Mississippi River, that all lines in C. F. A. give notice to the Interstate Commerce Commission of their non-concurrence in all tariffs that may be published on a lower basis.

Action of the Chicago Committee on Government Freight via A. T. & S. F. Ry.

Chairman read letter 19th, file 11702 from Chairman C. F. A. quoting resolution adopted by the Chicago Committee as follows:

Resolved, That it is the sense of this Committee, Chicago eastbound roads issue a circular to their agents and connections that prepayment will be required until further notice on Government freight routed in connection with A. T. & S. F. Ry. and it was

Moved, That a copy of Chairman, C. F. A. letter be promulgated to the members of the Committee by Circular Letter.

Proposition to Hold Meetings of the Committee Semi-Monthly Instead of Weekly.

This subject brought up by letter from a member, which the Chairman read and it was decided that the next meeting will be held on May 27th and beginning with Friday, June 3rd, the meetings of the Committee will be held on alternate Fridays at the Committee Room, at 10:00 a. m.

Adjourned.

R. M. Fraser, Chairman.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 543," as follows:

Proceedings No. 89.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 27, 1904.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry—R. D. Yoakum, by J. C. Ryan.
C. C. C. & St. L. Ry.—Walter Nichols.
C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—George W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Missouri Pacific Circular 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

This subject considered at last meeting, see proceedings No. 88, May 20th, and Chairman stated that as instructed he had taken subject up with G. F. A., Mo. Pac. Ry., and received reply to the effect that on Westbound business the Mo. Pac. would take care of the additional switching expense and on eastern business they have connections which can be reached without the absorption of switching charges, therefore other East St. Louis lines would have to absorb such switching as was necessary to reach their lines, etc.

After consideration the Chairman was instructed to

write G. F. A., Mo. Pac., stating that as he had brought up the question of the necessity of absorption of switching by the line over which the traffic travels on account of competition, lines members of this Committee would like to be informed what that competition is, in other words they would like to know the connections that the Missouri Pacific Ry. can reach without the absorption of switching.

Application for Reduced Rates on Barytes, C. L., to Western Termini and Trunk Line Points.

This subject brought up by letter from a shipper which the Chairman read and after consideration the following recommendation to the C. F. A. was adopted:

Whereas, In view of the fact that crude barytes ore is carried on basis of 20 cts., East St. Louis to New York and that most of the products of lead ore are carried at the lead ore rate, it is the sense of this Committee that the rate on barytes be held the same as on barytes ore from East St. Louis to Western Termini and Trunk Line Points, we therefore

Recommend, To the C. F. A. that the rate on Barytes be established on basis of 20 cts. per 100 lbs., C. L. minimum 40,000 lbs. East St. Louis to New York, usual differences to other Eastern Cities.

Industrial Road Switching at Granite City.

This subject was considered at meeting 13th and Chairman requested to place on docket for further consideration. At meeting to-day after discussion, action was taken as follows:

Lines interested hereby individually announce that they will not absorb switching or other charge assessed by the Granite City, Alton & Eastern R. R., The Granite City Mfg. Co or The St. Louis Syrup & Refining Co. at Granite City, Ill., and that this announcement be subscribed to by the Chief Traffic Official of the lines interested.

The Chairman was instructed to send each resident

member, also Gen'l. Agt., C. B. & Q. R. R. two copies of action taken on above subject so that one copy may be sent to the Chief Traffic Official for his signature and then returned to the Chairman.

Through Rates and Divisions on Melons.

This subject brought up by letter from G. F. A., Mo. Pac. Ry., which the Chairman read and after discussion, it was

Moved, That in view of the communication received from G. F. A., Mo. Pac. Ry., dated May 23rd, file Y-8-9419, outlining action the lines from southeastern melon producing points intend taking as regards the handling of the melon crop this season, that a meeting of the Rate Clerks be called for Tuesday, May 1st, at one o'clock to consider the matter and formulate a recommendation to the C. F. A. to include and cover changes made necessary by the initial lines, to protect via East St. Louis the same through rates available via Cairo, Gale or Thebes, naming the figures east and west of the Mississippi River. In the meantime the Chairman to secure from the Missouri Pacific, St. Louis Southwestern and Frisco System, confirmation of the figures given in letter and to secure a complete list of the melon producing points and rates, also to ascertain whether it is the intention of the originating line to publish through rates.

The recommendations of the Rate Clerks to be submitted to the C. F. A. as the recommendation of this Committee.

Rating on Sheep Pelts or Sheep Skins, Dry, Dressed in Bales.

This subject last considered at meeting Feb. 5th, proceedings 74 and referred to C. F. A. as submitted by C. F. A. Advice Letter J-268. The subject was considered at C. F. A. March meeting and recommendation adopted referring subject back to the St. Louis Eastbound Committee for additional information.

Chairman referred correspondence to a Special Committee (the member making the application for the rating) and at meeting to-day read letter giving the desired information, which was to the effect that 29 bales full wooled dry sheep pelts, weighing 21,204 lbs. were loaded in a standard size car, etc., also that sheep pelts are of less value than dry hides, etc., and it was

Moved, That in view of the facts given to us by the Special Committee in the report, that we emphasize our previous action and request that the recommendation of meeting Feb. 5th, 1904, to C. F. A., be adopted.

Sucker Rods Without Attachments, Shipped on Basis of Lumber Rates.

This subject brought up by letter May 16th and 21st, file J-488 from Chairman, C. F. A. and correspondence from Inspection Department, which were read and after discussion, the Chairman was instructed to reply to Chairman C. F. A. that the Local Freight Agents of Lines, members of this Committee, have no authority for passing billing on wooden sucker rods on any other basis than official classification.

Rate on Wheat Toledo and Detroit.

This subject brought up by letter, May 25th, file 9466 from Chairman, C. F. A. regarding Wabash R. R. having rate of 6 cts. in effect on wheat from west of the Mississippi River, East St. Louis to Toledo and Detroit, which was read and the Chairman was instructed to take the subject up with the Wabash requesting information as to whether they have a 6 cent rate in effect, if so to request copy of the tariff.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 544," as follows:

Proceedings No. 90.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 3rd, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—A. D. Lightner.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Missouri Pacific Circular 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

The above subject last considered at meeting May 27th, proceedings No. 89 and the Chairman instructed to write G. F. A., Mo. Pac., for additional information.

At meeting to-day Chairman stated that he wrote on May 28th but had not as yet received reply.

In view of reply not having been received from the Mo. Pac. in answer to letter for additional information, it was

Moved, That the subject be deferred until next meeting.

Through Rates and Divisions on Melons from Points in Missouri.

This subject referred at last meeting to the Rate Clerks for consideration. At meeting to-day Chairman stated that Rate Clerks had met and formulated recommendations to the C. F. A., but that he had since received letter from G. F. A., St. L. M. & S. E. R. R. stating that they would have five groups of stations on their line instead of two as shown in recommendation to C. F. A. As change in grouping of Western Line Stations did not effect rates east of East St. Louis, the Chairman was instructed to amend the recommendation, adopted at meeting May 31st (as per letter to Chairman, C. F. A., May 31st, file 4227) making the necessary changes in the Western Lines grouping of Stations in line with Western Roads letters.

Rate on Wheat to Toledo and Detroit.

This subject last considered at meeting May 27th, proceedings No. 89, and Chairman instructed to take subject up with Wabash R. R., etc.

At meeting to-day Chairman read letters May 19th, 25th and 31st from Chairman, C. F. A. on the subject and after discussion, it was

Moved, That the subject be tabled.

Rates on Fire Brick, Etc.

This subject last considered at meeting May 20th, proceedings No. 88, brought up again by letter from Chairman, C. F. A., May 31st, file 11252, to the effect that the action of this Committee was read to the Central Committee, May 27th and urged necessary action providing for rates effective July 1st, 1904, and it was

Moved, That each member of this Committee furnish the Chairman with a copy of tariff cancelling the rate on Fire Brick, in line with action of the Committee at meeting May 20th.

Rates on Crude Phosphate Rock.

This subject brought up by Joint Letter, May 27th,

file 10533 from Chairman C. F. A. Chairman stated he submitted the letter to the Rate Clerks at meeting May 31st and their recommendation to the general Committee was read and it was

Moved, That the recommendation be adopted as the sense of the Committee.

The Rate Clerks recommendation is as follows:

"Recommended, That reply be made to Chairman, C. F. A., Joint Letter, May 27th, file 10533, that the St. Louis Eastbound Freight Committee, has no objection to the cancellation or elimination from Information 3993, such destinations not included in 4520, 4835 and 5028, provided similar action is taken at Evansville, Cairo, Gale and Thebes and further, providing that the rates from East St. Louis shall be 20 cts. per ton less than those established by the lines leading from Cairo, Gales and Thebes.

Rates on Forest Products from North Pacific Coast Points.

This subject brought up by letter May 27th, file 7330-C from Chairman, C. F. A., to the effect that Information Circulars 663 and 665-A, insofar as they apply from East St. Louis be cancelled, etc., and it was

Moved, That Chairman, C. F. A. be advised the St. Louis Eastbound Committee has no objection to the cancellation of Information Circulars No. 663 and 665-A, insofar as they apply to East St. Louis.

To Add Ralston Health Breakfast Food to List of Articles Taking Grain Products Rates.

This subject brought up by letter from a member, making application to include "Ralston Health Breakfast Food" in Grain Products list, it being claimed that the product, when shipped, was not cooked but was raw and needed to be cooked before used and following was adopted:

Whereas, Ralston Health Breakfast Food is not cooked before shipment, being simply a ground wheat,

We Recommend, That it be added to the list of articles taking Grain Products Rates.

Letters from Members for M. & O. R. R. on Fruit and Vegetable Tariff, Also Division Sheet No. 35 on Lumber.

These subjects last considered May 20th, proceedings No. 88.

Chairman stated he had received letters from all members and called attention to the C. & E. I. R. R. letter declining to give notice to the M. & O. R. R. as the C. & E. I. was not at the present time in a position to take traffic from the M. & O., etc., but would be governed by the committee action as soon as they were an initial line from East St. Louis, etc.

After discussion the Chairman was instructed to send the letters to the G. F. A., M. & O. without any remarks.

R. M. Fraser, Chairman.

Meeting adjourned until Friday, June 17th."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 545," as follows:

Proceedings No. 91.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 17, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
C. & E. I. R. R.—E. J. Knickerbocker.
I. C. R. R.—George W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.

Wabash R. R.—P. W. Coyle.
T. St. L. & W. R. R.—R. H. Sheill.
Terminal R. R. Ass'n.—

Meeting convened 10:30 a. m.

Discrepencies Between the Rules Governing shipments of P. H. P., Fresh Meats, Etc., in C. F. A., C. & O. R. and St. Louis-Cincinnati-Louisville Freight Committees.

The above subject brought up by letter from a member and after discussion following was adopted:

Whereas, The rules of C. F. A., C. & O. R. Committee and the St. Louis-Cincinnati-Louisville Freight Committee governing shipments of P. H. P., Fresh Meats, etc., are not uniform and

Whereas, The rules of the C. & O. R. Committee and the St. Louis-Cincinnati-Louisville Freight Committee respectively, are applied to points intermediate to the points for which they are specifically provided for and which should be governed by C. F. A. rules,

Resolved, That the matter be referred to the C. F. A. with the recommendation that uniform rules as between the St. Louis-Cincinnati-Louisville Freight Committee, the Chicago & Ohio River Committee and the C. F. A be adopted.

Rate on Lumber to Michigan City, Ind.

This subject last considered at meeting May 6th, proceedings No. 86, and recommendation sent to Chairman, C. F. A.

At meeting to-day letter from Chairman, C. F. A. was read to the effect that at meeting 8th and 9th inst. at request of the I. C. R. R. action was deferred, it being stated that at the expiration of 30 or 60 days it was thought the rates could be adjusted etc.

In view of the above, it was

Moved, That in view of the position of the I. C. R. R., action on the subject be deferred 30 or 60 days.

Rates on Lumber from Southwestern Roads to C. F. A. Points.

As instructed at meeting 10th the Chairman sent each resident member copy of memorandum of proposed action on the above subject and after discussion at meeting to-day the following was adopted:

Moved, That the subject be deferred until next meeting, in the meantime the Chairman secure tariffs of the various Southwestern Roads and draw up a comparison of rates to Cairo, Gale, Thebes, St. Louis and East St. Louis, on Lumber from Points in Arkansas, Louisiana and Texas.

Rates on Wall Plaster When from Blue Rapids and Medicine Lodge, Kan.

This subject brought up by letters from shipper which the Chairman read. It was the opinion of the members that this application should come through the Western Initial Roads and the following was adopted:

Moved, That the Chairman take the matter up with the applicant for the rates and refer them to the initial lines requesting said initial lines to take the matter up with this Committee with the view of establishing through rates and divisions from Blue Rapids and Medicine Lodge, Kansas, to Eastern Seaboard Cities via East St. Louis.

Rate on Lime, East St. Louis to Western Termini of the Trunk Lines.

This subject brought up by letter from a member making applications for rates on lime to Western Termini Points on basis of rates now in effect to Trunk Line Territory, as per C. F. A. Information 1164-A.

The subject of rates on Lime to C. F. A. points was last considered at meeting Feb. 5th, proceedings No.

74, and subject tabled, it being shown at that time that the rates from East St. Louis were not out of line with rates from other producing points.

After discussion of the subjects at meeting to-day it was

Moved, That the application be declined for the same reasons as stated above.

Application for Reduced Rates on Pigeons, Clay or Clay Targets, C. L. to Trunk Line Points.

This subject was last considered at meeting May 6th, proceedings 86, and brought up again by letter from a member making application for reduction in rate from East St. Louis, on traffic originating at Kansas City, stating that lines Kansas City to East St. Louis would make a reduction in their rate 7 cts. per 100 lbs., from 22 to 15 cts., but the rate demanded east of East St. Louis is too high to move the traffic.

It was stated that any change in the rate from East St. Louis either proportional or otherwise would immediately affect rates from other C. F. A. territory and with this in view, it was

Moved, That previous action be reaffirmed and applicant advised that the Committee do not deem it expedient to favorably consider the application for the reduced rate.

Letter from T. St. L. & W. R. R. Regarding Membership.

This subject last considered at meeting May 20th, proceedings No. 88, and as instructed Chairman wrote to A. G. F. A., T. St. L. & W. R. R. and received reply June 10th that the matter was referred to G. T. M., who replied as follows:

"We do not for the present desire to become a member of the St. Louis Eastbound Freight Committee, and in saying this, we do not want it to be inferred that our policy will be contrary to the rules and regulations

as may be made from time to time by the St. Louis Committee, but we prefer not to incur the expense at this time, and you can so answer Mr. Fraser."

And it was

Moved, That record be made accordingly.

Missouri Pacific Circular No. 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

This subject last considered at meeting May 27th, proceedings 89. The Chairman stated that as instructed he had written G. F. A., Mo. Pac., May 28th and June 4th, but had as yet received no reply.

It was stated by a member that the Valley Division of the St. L. I. M. & So. Ry. had a physical connection with the Ill. Cent. R. R. and after discussion, it was

Moved, That the subject be deferred, in the meantime the Chairman ascertain whether the St. L. I. M. & So. Ry., Valley Division, has a physical connection with any line, member of the Eastbound Committee.

Application of the St. Louis & Belleville Electric and the East St. Louis & Suburban Ry. for Membership in the Committee.

The Chairman read letter from the Freight Agent of the above named roads making application for membership in the Committee and after discussion, it was

Resolved, That the application be declined the Chairman to notify the applicant accordingly.

Application for Reduced Rating on Locomotive Engines, Sent to Works for Repairs.

This subject brought up by letter from a member, which was read and after discussion, it was

Moved, That the subject be referred to the Official Class'n. Committee.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas.

This subject last considered at meeting May 20th,

proceedings No. 88. Recommendation was made to C. F. A. and considered at meeting June 8th and 9th and referred back for further consideration and recommendation.

After discussion, it was

Moved, That the subject be referred back to the original Special Committee, Messrs. Bushnell, Nichols and Knickerbocker, for further consideration and report to this Committee.

Marking Each Piece of Brick, Sewer Pipe or Tile of L. C. L. Shipments.

This subject brought up by letter from a shipper calling attention to rule requiring the marking of each piece or article shipped as per C. F. A. Information 4736 and 1036-A (Special Notice No. 1397) and after discussion following was adopted:

Moved, That it is the sense of this Committee that lines, members of the Committee, be privileged to act individually as to requiring the marking of each piece of Brick, Sewer Pipe, Tile or Cordwood of L. C. L. shipments.

Rate on Horses and Mules, East St. Louis to Sullivan, Ind.

This subject last considered March 18th, proceedings No. 79, and brought up again by letter 15th, file 11739 from Chairman C. F. A.

As the correspondence disposed of the subject no action necessary and papers ordered filed.

Proper Rates to Apply from East St. Louis on Lumber from Potosi, Mo., Etc.

This subject brought up by a member at previous meeting and the Chairman instructed to take the subject up with Inspection Department with the view of ascertaining rates charged on shipments from Potosi, Mo. and other points similarly located on which through rates would properly be a combination of locals to and from East St. Louis.

At meeting to-day the Chairman read letter from the District Inspector to the effect that on future shipments the local East St. Louis rate will be demanded and it was

Moved, That the subject be tabled.

Application for Rates to Trunk Line Points of Zinc Oxide, Same as Sublimed Lead.

This subject brought up by letters submitted by members, which were read, to the effect that as the rates on Zinc Oxide and Sublimed Lead to C. F. A. Points are the same (See Information 4889) it was the opinion of members that rates should also be the same to Trunk Line points and after consideration it was

Moved, That it is the sense of this Committee that the rates on Zinc Oxide should be on the same basis as Sublimed Lead to Trunk Line Points, it being on the same basis to C. F. A. Territory.

Rates on Zinc Ore, East St. Louis to C. F. A. Territory

This subject brought up by letter from a member, making application to establish the same rate on zinc ore from East St. Louis to C. F. A. Points as now in effect on Lead Ore, Pig Lead and Spelter.

After consideration of the subject following was adopted:

Moved, That where specific rates are not authorized on Zinc Ore to Western Termini and other C. F. A. points, that the rates in effect on Pig Lead and Spelter shall apply.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 546," as follows:

Proceedings No. 92.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 1st, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by R. M. Fraser.
C. C. C. & St. L. Ry.—Walter Nichols.
C. & E. I. R. R.—E. J. Knickerbocker.
C. P. & St. L. Ry.—
I. C. R. R.—George W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
T. St. L. & W. R. R.—
Terminal R. R. Ass'n.—

Meeting convened 11:00 a. m.

Discrepencies Between the Bills on Dressed Meats and P. H. P., in C. F. A., C. & O. R. and St. L. C. L. F. Committees.

This subject last considered at meeting June 17th, proceedings No. 91, and recommendation to C. F. A. adopted.

At meeting to-day Chairman read letter from Chairman, C. F. A., to the effect that the C. F. A. will offer no objection to the St. Louis-Cincinnati-Louisville Freight Committee applying the same regulations as currently applied by the C. & O. R. Committee, etc.

It was stated by members that Chairman Tucker's letter did not cover the intent of the resolution adopted at meeting June 17th, and the following was adopted:

Moved, That reply be made to Chairman, C. F. A. that the St. Louis Eastbound Freight Committee is aware of the fact that the C. F. A. will not object to the application by the St. Louis-Cincinnati-Louisville Freight Committee, of the same rules as in effect by the C. & O. R. Committee; that is not the point, this Committee desires uniform rules as between the C. F. A., the C. & O. R. and the St. L. C. L. Frt. Committees, and respectfully requests that an effort be made to have action taken in that direction.

Marking Each Piece of Brick, Sewer Pipe or Tile of L. C. L. Shipments.

This subject last considered at meeting June 17th, proceedings No. 91, brought up again by letter from a member, which was read and it was

Moved, that the subject be docketed for consideration at next meeting.

Missouri Pacific Circular No. 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

As instructed at meeting May 27, Proceedings No. 89, letter was written May 28th and June 25th to G. F. A., Mo. Pac. Ry. for the desired information and reply received by letter June 27th, file B-3, as follows:

"Yours of June 25th, file 4289, respecting the handling of Missouri Pacific business via East St. Louis and connections at that point.

"As we have now given instructions diverting Missouri Pacific business from Ivory transfer and have resumed deliveries via the Bridge, I presume incident may be considered as closed."

In reply to inquiry made at meeting June 17, proceedings No. 91, the Chairman stated that he is advised the St. L. I. M. & S. Ry., Valley Division, has no physical connection with any line, member of the Eastbound Committee.

After consideration of the above reports, it was

Moved, That the subject be docketed for further consideration at next meeting.

Rates on Lumber from Southwestern Roads to C. F. A. Points.

This subject considered at meeting June 17th, proceedings No. 91, and laid over for information.

At meeting to-day Chairman stated that as instructed he had prepared memorandum showing rates to Cairo, etc., St. Louis and East St. Louis, via the various Southwestern roads and after consideration the following was adopted:

Moved, That a Special Meeting be called at 10:30 a. m., Thursday, July 14th, to consider this subject, the members to fortify themselves with full information, tariffs, etc., so that the subject can be intelligently discussed.

Restoration of Rates on Fire Brick, Etc.

Chairman called attention to action of meetings May 20th and June 3rd, proceedings No. 88 and 90, stating that all lines having the unauthorized rates in effect had issued the necessary notices restoring the rates to the authorized basis and it was

Moved, That the subject be tabled.

Industrial Roads Switching at Granite City, Ill.

This subject last considered at meeting May 27th, proceedings No. 89, and submitted to resident members by Circular Letter No. 223, May 28th. At meeting to-day Chairman stated he had replies from all roads, which were read and after discussion the following was adopted:

Moved, That the subject be deferred until next meeting for more specific replies from some members.

Application for Rates to Trunk Line Points on Zinc Oxide, Same as Sublimed Lead.

Moved, That the subject be laid over until next meeting.

Rate from East St. Louis on Cotton Seed Meal from Arkansas to Eastern Cities.

The above subject brought up by letter from Chairman, C. F. A., and after discussion it was

Moved, That the subject be laid over until next meeting. In the meantime, Chairman, C. F. A. be requested to advise point of shipment, what the through rates are and authorized basis for same through the Cincinnati and other gateways.

Milling in Transit Rates on Grain to Michigan Points.

This subject brought up by letter from a member, which was read and in view of the fact that member bringing subject up was not represented, it was

Moved, That the subject be laid over.

Minimum Weight on Potatoes.

This subject last considered May 20th, proceedings 88, and recommendation made to C. F. A., was brought up again by letter from Chairman C. F. A., which was read, and after discussion it was

Moved, That the subject be laid over until next meeting account of not having a full representation.

Letter from Western Roads, Regarding Rule at Memphis on Reconsigning Lumber.

This subject brought up by letter from G. F. A., Mo. Pac. Ry., which the Chairman read and it was

Moved, That the subject be deferred for consideration at the Special Meeting to be called for Thursday, 14th inst.

Rates on Rice from Points West of New Orleans.

This subject brought up by letter from Chairman, C. F. A., which was read and it was

Moved, That the subject be laid over until next meeting, the Chairman to send copies of C. F. A. letters

by Circular letter to resident members for their information so as to enable them to come prepared to dispose of the subject at next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 547," as follows:

Proceedings No. 94.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 19th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, J. C. Ryan.
C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—George W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—

Meeting convened 10:30 a. m.

Discrepancies Between the Rules on Dressed Meat and P. H. P. in C. F. A. and C. & O. R. Committee

This subject last considered at meeting July 1st, proceedings No. 92. At meeting to-day Chairman read letter July 5th, file Information 3835 from Chairman, C. F. A. to the effect that it seemed practically impossible to harmonize the rules in question throughout the territory, on account of the different conditions, etc., and after discussion the following was adopted:

Moved, That inasmuch as it appears impossible to harmonize the rules of the C. F. A., C. & O. R. Committee and the St. Louis-Cincinnati-Louisville Freight Committee, that the Chairman correspond with the Chairman, C. F. A., with the view of having the territory affected by the C. & O. R. Committee rules, on shipments from Chicago, defined, also define the territory affected by the St. Louis-Cincinnati-Louisville Freight Committee rules and promulgate the information by Circular Letter.

Marking Each Piece of Brick, Sewer Pipe or Tile of L. C. L. Shipments.

This subject last considered at meeting June 17th, proceedings No. 91, brought up again by letter from a member requesting that subject be given further consideration and it was

Moved, That action be deferred until next meeting.

Application for Rates to Trunk Line Points on Zinc Oxide Same as Sublimed Lead in Special Notice No. 1427.

This subject considered at Meeting June 17th, proceedings No. 91, and referred to C. F. A. At meeting July 1st, proceedings No. 92, the subject was brought up again by letter June 23rd from the Chairman, C. F. A., and laid over for further information.

At meeting to-day Chairman read letter from Ozark Zinc Oxide Co., giving the Information desired and after discussion it was

Moved, That the information received be communicated to Chairman, C. F. A.

Missouri Pacific Circular No. 666, Routing Western Freight to, from or Through Bixby, Ill.

This subject last considered at meeting, July 1st, proceedings No. 92.

At meeting today the Chairman was instructed to secure information from absent members, the subject to be given further consideration at next meeting.

Rates on Lumber from Southwestern Roads to C. F. A. Points.

As the Special Committee, to whom the subject was referred at meeting July 14th was not prepared to report, it was

Moved, That the subject be laid over for the Committee's report.

Industrial Roads Switching at Granite City, Ill.

This subject last considered at meeting July 1st, proceedings No. 92, and Chairman instructed to secure more specific replies from some of the lines, members of the Committee.

At meeting today the Chairman stated he had not as yet received the replies from the roads referred to.

The representatives of the roads referred to being present, stated that they have not absorbed any of the switching in question.

In view of the above, it was

Moved, That this subject be tabled with the understanding that the Chairman will follow the matter up with the view of securing from the parties a written confirmation of their statement at meeting today.

Rate from E. St. Louis on Cotton Seed Meal from Arkansas to Eastern Cities.

This subject last considered at meeting July 1st, being brought up by letter from Chairman C. F. A. See Proceedings No. 92.

At meeting today Chairman read correspondence on the subject and after discussion following was adopted:

Moved, That Chairman C. F. A. be advised that while the intention of the Clover Leaf is correct, so far as Common points are concerned, through rates from which are made on Cincinnati combination, which is one cent less than any other, their position is not tenable so far as local points are concerned, rates from which are made on the Cairo combination and that in

billing the shipments in question, which originated at Portland and Monticello, Ark., the proportion of the Cairo rates east of East St. Louis cuts the Cairo combination 2 cents per 100 lbs., because the rates from Portland and Monticello, Ark., to E. St. Louis is 1 cent higher than Cairo.

Milling in Transit Rates on Grain to Michigan Points.

This subject submitted at meeting July 1st, proceedings No. 92 and laid over.

At meeting today, it was

Moved, That the subject be tabled.

Guarantee of Charges on Fruits and Vegetables, Etc.

This subject brought up by a member who suggested that the action of Special Meeting, as shown in proceedings June 29th, 1901, be reaffirmed, and it was

Moved, That resolution adopted June 1901, shown in Proceedings June 29th, 1901, be reaffirmed and Circular Letter issued, each resident member to be furnished with 5 copies.

The resolution referred to is as follows:

Resolved, That all roads, members of the Eastbound Freight Committee hereby agree to decline to accept a guarantee of individual shippers on shipments of Fruits, Vegetables, etc., coming from connecting lines and will receive same only as through shipments delivered by connecting lines, charges being guaranteed by the delivering lines, but will accept shipper's guarantee on shipments from St. Louis or East St. Louis proper without back charges other than Bridge and transfer.

Minimum Weight on Potatoes.

This subject last considered at meeting July 1st, proceedings No. 92. At meeting today it was stated that the Southern Potato crop had about all moved and the subject might as well be tabled, and it was

Moved, That the subject be tabled, and in the event of any tariffs being discovered showing a lower minimum than 30,000 lbs. that Chairman C. F. A. attention be called thereto, with the request that he write the line publishing the tariffs, asking that they be corrected and in the event that he fails, lines who are made parties to the tariffs to give notice of their non-concurrence.

Letter from Western Roads Regarding Rule at Memphis on Reconsigning Lumber.

The Special Committee to whom this subject was referred not being prepared to report, it was

Moved, That the subject be laid over for the Committee report.

Rate on Rice from Points West of New Orleans.

This subject last considered at meeting July 1st, proceedings No. 92, and as instructed correspondence sent to members by Circular Letter No. 230.

After consideration at meeting today, it was

Recommended, That Info. Circulars 786-A, 3687 and 1408 be amended to provide that local rates from points of shipment to East St. Louis shall be the maximum proportion accruing to lines south of East St. Louis, provided concurrent action is taken at Ohio River Crossings .

Application for Minimum C. L. Weight of 30,000 lbs. on Paint, Earth, Iron or Ochre, Dry.

This subject brought up by letter from a shipper, making application for C. L. minimum of 30,000 lbs., 6th class rates, on the Commodity in question, in line with N. Y. C. & H. R. R. Tariff A-2714, publishing 6th class minimum 30,000 lbs., westbound, while C. F. A. Info. Nos. 5071 and 1145-A, Exceptions to the Official Class'n make the minimum 40,000 lbs. Eastbound, and it was

Moved, That the Chairman correspond with Chair-

man C. F. A. in order to arrive at facts and conditions in regard to authority for making rates westbound, 6th class with Official Class'n minimum of 30,000 lbs., as against the Eastbound minimum of 40,000 lbs.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas.

This subject referred to a Special Committee at meeting June 17th, the Committee not having made report, it was

Moved, That the subject be laid over for report from the Special Committee.

Rates on Lead and Zinc Ore, East St. Louis to C. F. A. Territory.

This subject was just considered at meeting June 17th, proceedings No. 91, and brought up again by correspondence from Chairman C. F. A., to the effect that the C. F. A. should be asked to authorize previous action, and it was

Recommended, To the C. F. A. that where specific rates are not authorized on Lead or Zinc Ore to Western Termini and other C. F. A. points, that the rates in effect on Pig Lead and Spelter shall apply.

It was suggested by several members that the rates on Pig Lead and Spelter should be advanced and the following was adopted:

Whereas, In view of the fact that a sentiment prevails whereby it looks possible for an advance in the present basis of rates on Pig Lead and Spelter from East St. Louis to C. F. A. Points,

Resolved, That a Committee of four (4), with the Chairman as Chairman Ex-Officio, be appointed to look into the matter and be prepared to make a report at the first meeting of the Committee in September.

The Chairman appointed as the Committee Messrs. Bushnell, Nichols, Coyle and Keane.

Suggesting that Proceedings of This Committee be Printed and Bound.

This subject brought up by letter from Chairman C. F. A. which was read and it was suggested that the matter be deferred until next meeting in the meantime the Chairman to investigate through the Chairman of the Chicago-Cincinnati and Louisville Freight Committee, as to the cost of having the proceedings printed and bound, etc.

Rule to Govern the Limit on Return Exhibits from Worlds Fair (Louisiana Purchase Exposition) to C. F. A. Points.

This subject brought up by letter from Chairman C. F. A. calling attention to Info. 4178, in which no time limit is specified for the return of exhibits and requested this Committee to advise if the same time limit as applies to Trunk Line Traffic (90 days after close of Exposition) should apply, and it was

Recommended, To the C. F. A. that Info. No. 4178 be amended providing for the same time limit (90 days) for the return of exhibits from St. Louis to C. F. A. Territory as applicable to returned exhibits to Trunk Line Points.

Division of Rates, Cairo via East St. Louis to Canadian Points.

This subject brought up by letter from the Wabash R. R. and account of the Wabash not being represented, it was

Moved, That the subject be laid over until next meeting.

R. M. Fraser, Chairman.

Adjourned.

Complainant offers in evidence "Complainant's Exhibit Fraser No. 548;" as follows:

Proceedings No. 95.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceeding of a Meeting of the Freight Committee.

St. Louis, Mo., July 29, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—E. L. Roederer.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 a. m.

Minimum C. L. Weight to Trunk Line Points on Zinc Oxide and Sublimed Lead.

This subject last considered at meeting July 19th, proceedings No. 94, brought up again by the issuance of C. F. A. Info. 1214, making the minimum carload weight, Official Class'n (30,000 lbs.) Chairman read correspondence on the subject with Chairman C. F. A. and before meeting closed stated he just received Corrected Info. No. 1214, making the minimum 40,000 lbs., effective Aug. 1st, which disposed of the subject, no action necessary.

Missouri Pacific Circular No. 666, Routing Western Freight to, from or Through Bixby, Ill., via Carondelet, Mo.

This subject last considered at meeting July 19th,

proceedings No. 94, and Chairman instructed to take subject up with absent members.

In reply to the enquiry made at meeting 19th, viz.: "Whether or not any member has absorbed the $1.50 per car switching, assessed by the Illinois Division, Iron Mountain Road, on business originating on or handled by the Missouri Pacific via Ivory Transfer," all members having answered in the negative, it was

Moved, That the subject be tabled.

Application for Change in Minimum C. L. Weight on Street Cars.

This subject brought up by letter from shipper, which was read and after careful consideration the following was adopted:

Recommended, To the Central Freight Association that the minimum weight on one Street Car, loaded on a flat car 50 foot 6 inches or more in length, be that provided for on a 50 foot 6 inch car, under Rule 27, but when two or more street cars are loaded on such cars, Rule 27 to apply in full.

Marking Each Piece of Brick, Sewer Pipe or Tile, Etc., on L. C. L. Shipments.

This subject last considered at meeting July 19th, proceedings No. 94, and laid over.

After further consideration at meeting today the following was adopted:

Moved, That the action taken at meeting June 17th be rescinded and the rules of the Central Freight Ass'n be applied.

Chairman to secure views of absentees and announce result at next meeting or by Circular Letter.

Suggestion that Proceedings of This Committee Be Printed and Bound.

This subject last considered at meeting July 19th, proceedings No. 94, and as instructed Chairman took

subject up with Chairman of the various Committees and read replies received.

Information was also furnished as to the price of printing the proceedings weekly, quoted by printers at St. Louis, etc.

After discussion the following was adopted:

Moved, That we continue the present method of issuing the proceedings of meetings of this Committee.

The question of issuing the proceedings in book form at the end of each year was then considered, and it was

Moved, That we postpone further consideration of this subject until the Chairman furnishes an estimate of the cost of publishing the book at the end of the year. The estimate to be made on 100 copies, the book to cover proceedings from Jan. 1st, 1904. The subjects to be numbered consecutively.

Rate on Pig Lead and Spelter to Western Termini.

This subject brought up by a member calling attention to rate of 10½ cents on Pig Lead, East St. Louis to Western Termini, published by a line in error and withdrawn and requesting views of all parties as to whether individual lines were disposed to hold the Baltimore rate as the minimum to Western Termini.

After consideration of the subject it was individually announced that the Baltimore rate, 12½ cents per 100 lbs., as per C. F. A. Info. 1208-A, (Special Notice No. 1495) would be the minimum rate on Pig Lead, C. L., from East St. Louis to Western Termini of Trunk Lines and same rate would apply on Spelter.

Removal of Chairman's Office.

Chairman read letter from Mr. W. S. McChesney, Pres'n Term'l R. R. Ass'n requesting that the rooms now occupied by the various Committees as Offices be vacated as the space was needed for their own use and the following was adopted:

Resolved, That our Executive Committee be empowered to act in conjunction with the Executive Committee of the St. Louis-Cincinnati-Louisville Freight Committee and the St. Louis Coal Traffic Bureau in the securing of other rooms and that their action be final.

Proper Rating to Apply on Bi-Sulphate of Carbon, in Glass, Packed in Boxes.

This subject brought up by letter from A. G. F. A., Southern Ry. which was read by the Chairman and after discussion the Chairman was requested to secure a ruling from Chairman Official Class'n Committee as to the rate applicable upon the Commodity in question, when shipped in glass, there being no provision in the Official Class'n for shipping the article in question in that manner.

Application for Minimum C. L. Weight of 24,000 Lbs., Rule 27 Not to Apply, on Scrap Tin.

This subject brought up by a member, and it was

Moved, That action be deferred account of the absence of the member bringing the subject up.

Application for Commodity Rating, East St. Louis to C. F. A. Points on New Iron and Steel Rails.

This subject brought up by letter from a member, which was read and it was

Moved, That the matter be referred to the Rate Clerks to check in a set of rates on Steel Rails, same to be submitted to the Special Committee on New Iron and Steel Rails, as the recommendation of this Committee.

Note.—Call will be issued for meeting of Rate Clerks on Wednesday, August 3rd, 10:00 a. m., sharp.

Practice of Delivery Carload Shipments to Various Parties.

This subject brought up by letter from Chairman

C. F. A. and submitted to members by Circular Letter No. 236. All members not being prepared to act upon the subject today, it was

Moved, That the subject be laid over until next meeting.

Division of Rates, Cairo via E. St. Louis, to Canadian Points.

This subject last considered at meeting July 19th, Proceedings No. 94, and laid over. At meeting today, it was

Moved, That the subject be laid over until next meeting, in the meantime the Chairman to secure from Wabash Ry. a copy of reply received to their letter July 1st to F. T. M., Canadian Pacific Railway.

Weights on Wool.

This subject brought up by letter from District Inspector, which was read, and it was

Moved, That the letter be issued by Circular Letter to the resident members with the request that action suggested by the District Inspctor be taken.

See Circular Letter No. 238.

Rates on Wool.

Chairman stated he had received communication from a member charging manipulation of rates on Wool.

The communication referred to was read and the following adopted:

Moved, That the Chairman answer that the matter has been given careful consideration, and having been unable to find any proof that roads are charging anything but tariff rates on wool, and in the absence of definite evidence to the contrary being shown, the subject be laid over until next meeting in order to give the complainant an opportunity to present his case in person.

R. M. Fraser, Chairman.

Adjourned."

Complainant offers in evidence "Complainant's Exhibit Fraser No. 549;" as follows:

Proceedings No. 97.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 2nd, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—E. J. Knickerbocker.
C. C. C. & St. L. Ry.—Walter Nichols, by L. H. Mussman.
C. P. & St. L. Ry.—W. M. Bushnell.
Ill. Cent. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 a. m. Mr. R. M. Fraser being absent, Mr. Edw. Hart, Jr., was elected Chairman pro-tem.

Application for Reduced Rate on Barytes Ore.

This subject last considered at meeting Aug. 12th, proceedings 96 and subject laid over for additional information.

At meeting today Chairman read correspondence between this office and Commissioner Trunk Line Ass'n regarding price f. o. b. at Eastern Cities, etc., also submitted information as to the price f. o. b. East St. Louis, and after discussion, it was

Moved, That the application be declined.

Rate on Cotton Seed Meal from Arkansas to Eastern Cities.

This subject last considered at meeting Aug. 12th, proceedings 96, and laid over. After further consideration of the subject at meeting today following was adopted:

Moved, That Chairman C. F. A. be advised that the St. Louis Committee desires through rates established on Cotton Seed Meal, Cake, etc., to Trunk Line Territory via all gateways with all opportunities for manipulation eliminated, and with this end in view suggests a conference of interested roads from Cincinnati, Louisville, Cairo, Gale, Thebes and East St. Louis.

Rates on Export Traffic via Gulf Ports vs. Atlantic Ports.

This subject considered at meeting Aug. 12th, proceedings 96, and laid over.

At meeting today correspondence between G. F. A. C. & A. Ry. was submitted for consideration, and it was

Moved, That the subject be deferred until next meeting account of the absence of the member bringing the subject up.

Rate on Zinc Oxide to Trunk Line Territory.

This subject considered at meeting Aug. 12th, proceedings 96, and laid over.

After further consideration of the subject at meeting today, it was laid on the table.

Letter from a Member Regarding Use of Rates in Info. 3901 and 4823 on Pyrites, Pyrites Screenings or Sulphide Ore Being Applied on Zinc Sulphide Ore.

This subject last considered at meeting Aug. 12th, proceedings 96, and referred to Chairman C. F. A. for informatoin.

At meeting today letter from Chairman C. F. A. was read giving the information, which is to the effect that it was contemplated to apply rates on a certain kind of rock which contains sulphur, commonly known as Sulphide Ore and the same may be said of rates authorized to apply on Pyrites.

After discussion of the subject, it was

Moved, That as the matter is simply a difference between individual lines and the Inspection Bureau and should be settled between them, subject be laid on the table.

Rates on Lumber from Southwestern Roads to C. F. A. Points.

This subject considered at meeting Aug. 12th, proceedings 96, and recommendation made to C. F. A., see C. F. A. Advice Letter J-898.

At meeting today Chairman read letter from Chairman C. F. A. to the effect that several members suggest that proposition be docketed for consideration by Committee on Relation with Southern Roads at the September meeting, which would be done, and it was

Moved, That the subject be laid over until after action of the C. F. A. at the September meeting.

Weights on Wool.

This subject last considered at meeting July 29th, proceedings 95, and as instructed, submitted to members by Circular Letter No. 238.

At meeting today Chairman read replies received to Circular Letter 238 and after discussion, it was

Moved, That action be deferred until next meeting.

Rates and Divisions on L. C. L. Shipments of Rice from Louisiana Points to C. F. A. and Trunk Line Territory.

This subject brought up by letter from a member, submitting copy of joint letter from G. F. A., Mo. Pac.

Ry. addressed to various members of the Committee, which was read, and it was

Moved, That the subject be laid on the table.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas. Rates on Pig Lead and Spelter to C. F. A. Points.

At meetings June 17th, proceedings 91, and July 9th, proceedings 94, above subjects were referred to Special Committees for consideration.

The Committees not being prepared to make report at meeting today, requested more time, which was granted.

Owners Risk Release on Return Shipments from World's Fair.

This subject brought up by letter from a member, which was submitted to members by Circular Letter No. 242.

At meeting today Chairman read replies received from some of the roads, which were to the effect, that a separate release should be executed for each shipment which it was desired to return free.

After consideration the Chairman was instructed to advice the World's Fair Terminal R. R. that a release should be executed for each shipment which it is desired to return free; in fact that is the only way in which adequate protection can be given by the carriers, and as it is the sole condition required, it should be willingly furnished by the beneficiaries, through the World's Fair Terminal which charges its full revenue for transporting goods in both directions.

Exhibits for the Lewis & Clark Exposition.

This subject brought up by letter from Chairman C. F. A., also by a member, which was submitted by Circular Letter No. 243, to all members.

After consideration of the subject at meeting today the following was adopted:

Recommended, To the Central Freight Ass'n that an extension of time limit be granted under the original terms and conditions governing the free return of exhibits from St. Louis, Mo., as per C. F. A. Info. Nos. 4178, 4261, 5328 and Trunk Line Ass'n Freight Circulars A-464 and 466, on such of the shipments as may be exhibited at the Lewis & Clark Centennial Exposition, Portland, Oregon.

Proposition to Cancel Commodity Rate on Base Bullion.

This subject brought up by letter from Chairman C. F. A., which was submitted to members by Circular Letter No. 244.

After consideration of this subject at meeting today, it was laid on the table.

Joint Notice That the Cost of False Floors ($5.00) Will be Billed Against Each Car.

This subject brought up by letter from a member calling attention to the Joint Notice of the Illinois Central, Louisville & Nashville, and Mobile & Ohio Railroads.

The consensus of opinion was that this is a transportation matter, and not within the jurisdiction of this Committee, and it was tabled.

Advancing Drayage Charges.

This subject last considered at meeting December 4th, 1903, Proceedings No. 67, and tabled, brought up again by correspondence from Chairman, C. F. A., which was read, and after consideration it was laid on the table.

Proper Divisions to Apply on Yellow Pine Lumber to Rochester, N. Y.

This subject brought up by letter from C. F. A., M. & O. Railroad, requesting to be advised percentages to apply to Rochester, N. Y.

As the information desired is shown in the various Fast Freight Line Hand Books, the Chairman was instructed to so notify G. F. A. Mobile & Ohio Railroad. Tabled.

Switching, Trackage, Etc.—Charge at National Stock Yards.

This subject brought up by letter from Chairman C. F. A., which was submitted to members at Special Meeting August 24th, and Chairman instructed to take the subject up with National Stock Yards for information.

The information received from National Stock Yards was submitted to members by Circular Letter, No. 247, and after further consideration of the subject at meeting today the Chairman was instructed to advise Chairman Central Freight Ass'n accordingly.

Discrepencies Between Rules on Dressed Meat and P. H. P. of C. F. A., and C. & O. R. Committees.

This subject last considered at meeting July 19th, proceedings 94 and recommendation to C. F. A. adopted.

At meeting today Chairman read letter Aug. 25th from Chairman C. F. A., defining the territory covered by C. & O. R. Committee Circular Letter No. 353, etc., and subject was laid over account of the absence of the member bringing the subject up.

Application of Cairo Rates on Lumber From M. & O. Intermediate Stations in Illinois to Points Named in M. & O.

Tariff I. S. -3991.

This subject brought up by letter from a member giving copy of joint letter from G. F. A., M. & O. R. R., also calling attention to Supplement No. 48 to M. & O., Tariff I. S. -3991, authorizing application of Cairo rates on lumber from M. & O. intermediate stations in Illinois, etc.

The correspondence was read and after discussion subject was laid over until next meeting so as to enable members to make investigation.

Motion to adjourn being in order, it was:

Moved, That the meeting adjourn until Friday, Sept. 23rd.

Edw. Hart, Jr., Chairman Pro-tem.

Complainant's Exhibit Fraser No. 550.

Proceedings No. 98.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 9th, 1904.

Representation.

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
C. P. & St. L. Ry.—W. M. Bushnell.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—G. L. Stevens.
Wabash R. R.—
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m., Mr. R. M. Fraser being absent, Mr. W. M. Bushnell was elected Chairman pro tem.

Rates On Grain to C. F. A. Points.

Communication from Chairman Central Freight Ass'n suggesting that rates on wheat from East St. Louis to all points in Central Freight Ass'n Territory

should be restored to authorized basis was read, and the view was held that the situation towards securing an advance in grain rates hinges on the restoration of the authorized basis from East St. Louis to Detroit and Toledo, and as the lines interested in the direct handling of grain from East St. Louis to Detroit and Toledo are not prepared to announce willingness to advance to authorized basis, the opinion is that uniform action in the direction of securing an advance cannot be accomplished at the present moment.

The further view was expressed that this grain rate situation has reached the stage where an advance to authorized basis will of necessity have to receive attention of the Chief Traffic Officials before the desired end can be attained, and the Chairman was instructed to notify Chairman Central Freight Ass'n. accordingly.

Application of Proportional Rates on Wheat Out of East St. Louis Elevators.

This subject brought up by letter from Chairman Central Freight Ass'n., which was read, and after consideration, Chairman was instructed to advise Chairman Central Freight Ass'n. that the proportional rates on grain which are being protected from East St. Louis to Central Freight Ass'n Points are in accordance with the published tariffs of initial lines, the St. Louis Eastbound Committee believing that the same rates should be charged on Grain loaded from East St. Louis Elevators as are applicable on Grain from St. Louis Elevators or West thereof.

Application for Rate On Fire Brick and Fire Clay, East St. Louis to Clarksburg, W. Va.

This subject brought up by letter from a member which was read, and it was:

Recommended, To the Central Freight Association that a rate of $3.00 per net ton, C. L. minimum 40,000 lbs. (unless car furnished by railroads has less weight

capacity, in which case the marked capacity of car shall govern as the minimum weight, but not less than 30,000 lbs. will be charged), be established on Fire Brick and Fire Clay, East St. Louis to Clarksburg, W. Va.

W. M. Bushnell, Chairman Pro-tem.

Adjourned.

Complainant's Exhibit Fraser No. 551.

Proceedings No. 99.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 23, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—Wm. Hodgdon.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Rates On Exports Traffic via Gulf Ports vs. Atlantic Ports.

This subject was last considered at meeting Sept. 2nd, Proceedings No. 97 and laid over.

After further consideration at meeting today it was:

Moved, That the subject be tabled.

Pyrites (Iron) Pyrites Screenings or Sulphide Ore Rates Being Applied On Zinc Sulphide Ore.

This subject last considered at meeting Sept. 2nd, Proceedings No. 97, and subject laid on the table.

At meeting today Chairman read subsequent correspondence from Chairman Central Freight Ass'n to the effect that the rates shown in Information 3901, 4823 and 4766 were intended to apply on Iron Sulphide Ore.

After consideration, following was adopted:

Moved, That we recommend to the Central Freight Ass'n that Information Nos. 3901, 4823 and 4766 be re-issued and made to apply on Pyrites (Iron), Pyrites Screenings (Iron) and Sulphide Ore (Iron).

Rates On Lumber From Southwestern Roads to C. F. A. Points.

At meeting Aug. 12th, Proceedings 96, recommendation made to C. F. A. (See C. F. A. Advice Letter J-898.)

At meeting today Chairman read letter Sept. 20th, file J-898, also Advice Letter K-9, to the eect that at C. F. A. meeting Sept. 14th-15th, it was individually decided that the present adjustment of rates on Lumber from East St. Louis to all C. F. A. Points west of the Western Termini be continued.

After discussion the following action was taken:

Moved, That in view of the disposition made of this subject by the Central Freight Ass'n., as per Advice Letter No. K-9, that it be referred back to the Sub-Committee, who prepared previous recommendation, for further consideration and report.

The Sub-Committee referred to is Messrs. Walter Nichols (Chairman), N. W. Taylor, P. W. Coyle and Ed. Keane.

Rates and Divisions On Sand From Missouri Pits to C. F. A. Points.

This subject brought up by a member calling atten-

tion to C. F. A. Info. 5429, naming rates on Sand, all kinds, C. L. from Missouri pits, viz.: Crystal City, Klondike, Pacific and Silica, to C. F. A. points, and after due consideration the Chairman was instructed to write Chairman Central Freight Ass'n. that this Committee notices that to certain points in the Gas Belt, where rates have heretofore been on a parity, the rates via East St. Louis in Info. 5429, are now 10 cents higher, and that it is the understanding of the St. Louis roads that there was to be no change in the basis of rates, but simply a relative reduction, and ask him why the change was made.

The following action was also taken:

Moved, That the Chairman request Western Lines, viz: Frisco-Missouri Pacific and M. K. & T., having the sand pits on their lines, to publish through rates on the basis outlined in Central Freight Ass'n. Info. No. 5429, allowing lines east of East St. Louis and Alton 50 cents less than the rates therein mentioned as the Eastern Lines proportion of the through rate, and report result by Circular Letter.

The consideration of subjects No. 4 to 14 inclusive, named on the docket, were laid over until next meeting.

On motion the meeting adjourned until Friday, Sept. 30th.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 552.

Proceedings No. 100.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 30th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & E. I. R. R.—E. J. Knickerbocker.

C. & A. Ry.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & S. L. R. R.—E. L. Roederer.
I. C. R. R.—Geo. W. Becker.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Scheill.

Meeting convened 10:30 a. m.

Weights On Wool.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and laid over.

At meeting today action was postponed until next meeting.

Application of Cairo Rates On Lumber From Mobile & Ohio Intermediate Stations in Illinois.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and laid over.

At meeting today the subject was laid over for action at next meeting.

Rates and Divisions On Traffic From Arkansas, Louisiana & Texas—Rates on Pig Lead and Spelter to C. F. A. Points.

At meeting June 17th, Proceedings 91, and July 19th, Proceedings 94, the above subjects referred to a Special Committee.

Chairman of the Special Committee having these subjects under consideration stated that they were not prepared to make report and requested more time, which was granted.

Application for Commodity Rating On Drums, Sheet Iron.

This subject brought up by letter from a member,

submitting letter from a shipper making application for rate on Empty Caustic Soda Drums, 26 cts. per cwt. East St. Louis to Allegheny, Pa., etc., and after consideration of the proposition it was

Moved, That the subject be referred to the Official Class'n. Committee.

Rate On Lumber to Michigan City, Indiana.

This subject last considered at meeting June 17th, Proceedings 91, and subject tabled. Brought up again by letter from Chairman C. F. A., which was submitted to all members by Circular Letter No. 250, and at meeting today roll was called for the purpose of ascertaining whether all lines are publishing rate of 10 cts. per 100 lbs. on Lumber, East St. Louis to Michigan City.

All lines present answered in the affirmative, and the Chairman was instruced to advise Chairman Central Freight Ass'n. that so far as East St. Louis Lines are concerned, the rates are in line with the present authorizations.

Advancing Drayage Charges.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and subject tabled.

At meeting today Chairman read letter Sept. 6th, File 6698, from Chairman C. F. A., and reply thereto authorized and subject tabled again.

Rates On Wheat or Grain, East St. Louis to C. F. A. Points.

This subject previously considered at Special Meeting Aug. 24th and Sept. 9th, see Proceedings No. 98. At meeting today Chairman read subsequent correspondence on the subject, and the following was adopted:

Moved, That Chairman Central Freight Ass'n be advised that it is the sense of this Committee now, that it is futile to call a meeting of the Chief Freight

Traffic Officials of the St. Louis Lines until the attitude of the lines from East St. Louis to Toledo and Detroit, which have been carrying the 6 cent rate, is determined, because if the 6 cent rate to those points cannot be cancelled, rates to Cleveland and other C. F. A. points cannot be advanced.

In regard to the 7 cent rate now in effect to Cleveland, the East. St. Louis lines are willing to establish rate of 7½ cents on a date to be fixed concurrently with lines operating through Upper Mississippi River crossings, and Chairman Central Freight Ass'n is again requested to confer with Chairman Mahoney, in order to fix on a date, etc., as per action of this Committee on Aug. 24th.

Rates On Lumber From Southwestern Roads to C. F. A. Points.

This subject considered at meeting Sept. 23rd, Proceedings 99, and referred to Special Committee for consideration and report.

At meeting today the majority and minority report of the Committee was read.

The Chairman of the Special Committee not being present, it was

Moved, That the subject be laid over until next meeting and made a special order of business.

Note: The Chairman was instructed to send the Special Committee Reports to the resident members by Circular Letter. See Circular Letter No. 251.

Application From a Member for Reduced Rating On Stands, Range Boiler.

This subject brought up by a member making application for reduction, the rating now being 2nd class, and after consideration it was

Moved, That the subject be referred to the Official Class'n Committee.

Discrepancies Between Rules On Dressed Meats and P. H. P., of C. F. A., C. & O. R. and St. Louis-Cincinnati-Louisville Frt. Committees.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and laid over, account absence of the member bringing subject up.

After further consideration of the subject today, it was

Moved, That a Special Committee of three be appointed, of which two shall be representatives of lines, members of the St. Louis-Cincinnati-Louisville Freight Committee, to draft a set of rules to be embodied in the individual tariffs, covering the question at issue and report their conclusions at next meeting.

Messrs. R. H. Sheill (Chairman), R. A. Campbell and Edw. Hart, Jr., were appointed as the Special Committee.

Switching, Trackage, Etc. Charge at National Stock Yards.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and Chairman instructed to advise Chairman Central Freight Ass'n in line with information received from Traffic Manager National Stock Yards, as per Circular Letter No. 247.

At meeting today Chairman read letter from Chairman C. F. A., dated Sept. 20th, File 11868, requesting that the National Stock Yards charge be made a matter of record, and it was

Moved, That the information be embodied in the next issue of the St. Louis Eastbound Freight Committee Schedule of Switching Charges.

Application for Rate on Wool, in Grease, any Quantity, East St. Louis to Madison, Ind., Same as in Effect to Louisville, Ky.

This subject brought up by letter from a member, and after consideration it was

Recommended, To the Central Freight Ass'n that rate of 25 cts. per cwt. be established on Wool, in grease, in bags, sacks or bales, any quantity, East. St. Louis to Madison, Ind.

Rates and Divisions on Deciduous Fruits.

This subject brought up by letter from a member, calling attention to C. F. A. Info. No. 1227-A, Aug. 18th, 1904, advising C. F. A. lines will participate in the same through rates on the above commodity from points in Colorado, Idaho and Utah, as are made from Pacific Coast, etc., and after discussion it was

Moved, That we recommend to the Central Freight Ass'n the adoption of a rule on the same lines as C. F. A. Info. No. 1227, series A, providing for rates on Deciduous Fruits in carloads from Colorado, Utah and Idaho points to Eastern points, via East St. Louis, it being understood that as the rates from those points to East St. Louis are 5 cts. more than accrues to lines east of Chicago.

Rates and Divisions On Sand.

This subject last considered at meeting 23rd, Proceedings No. 99. The Chairman read correspondence with Western roads regarding publication of through rates which were not favorable to the proposition, also letter from Chairman C. F. A. to the effect that rates named in Info. 5429 were correct.

After consideration, the Chairman was instructed to obtain from the Western lines, the Frisco, M. K. & T. and Mo. Pac., their rates from the Sand Pits to St. Louis and those of the M. K. & T. to West Alton, and then from the representatives of the Bridge Companies, the respective rates from St. Louis to East St. Louis and from West Alton to Alton, that would apply in the publication of through rates to the Gas Belt Territory. Eastern lines can then publish the rates, plus enough to protect the through rates, as per C. F. A. Info. 5429.

Note: The Chairman was also instructed, as soon as he secured the desired information, to issue Circular Letter to the members, with the request that they publish through tariffs, using said figures as a basis for the through rates and divisions.

Rates On Zinc Oxide to Trunk Line Territory.

This subject brought up by letter from Chairman C. F. A., submitting letter from Commissioner Trunk Line Ass'n, which was read, and after consideration the Chairman was instructed to advise Chairman Central Freight Ass'n that this rate was not predicated upon a westbound rate, but was established after due consideration by this Committee, was passed upon and approved by the Central Freight Ass'n and adopted because of a commercial necessity.

Application for Minimum Carload Weight of 30,000 Lbs. On Earth Paint, Iron or Ochre, Dry.

This subject last considered at meeting July 19th, Proceedings No. 94, and subject taken up with Chairman C. F. A., with the view to having minimum westbound advanced to 40,000 lbs.

At meeting today Chairman read letter Sept. 24th, from Chairman C. F. A., to the effect that Trunk Lines advise that under existing conditions they could not see their way clear to make any advance, and it was

Recommended, To the Central Freight Ass'n that the minimum weight, as per C. F. A. Info. 5071 and 1145-A, on Earth Paint, Iron or Ochre, dry, be reduced to 30,000 lbs., in view of the fact that we cannot compete in common territory against Eastern Manufacturers on a higher minimum than they enjoy.

The Lewis and Clark Exposition.

This subject considered at meeting Sept. 2nd, Proceedings 97, and recommendation made to C. F. A.

At meeting today subject brought up again by letter from Chairman C. F. A., giving action of Trunk Lines,

which was read, and Chairman was instructed to refer Chairman C. F. A. to action taken at meeting 2nd inst., Proceedings 97.

Rates and Divisions On Bran, Mill Feed and Ship Stuff, C. L. as per M. & O. Tariff I. S. 5153, and Division Sheet Thereto.

This subject brought up by letter from a member, which was read, and after consideration it was

Moved, That the subject be laid on the table.

Rates On Cotton Seed Meal From Arkansas to Eastern Points.

This subject last considered at meeting Sept. 2nd, Proceedings 97, and recommendation made to Chairman C. F. A. for joint conference between lines from Ohio River crossings, Cairo, Gale, Thebes and East St. Louis, also Arkansas Lines.

The Joint Conference took place in Central Freight Ass'n Rooms, Chicago, Friday, Sept. 23rd, as per Advice Letter K-24.

At meeting today attention was called to Southwestern Tariff No. 4-C, Supplement No. 2, Sept. 28th, 1904, not showing through rates, but proportions up to Cairo, Gale, Thebes, etc., and proportion beyond, also that rate to Cincinnati, via C. R. I. & P. from groups one and three points is 15 cts., and the Chairman was instructed to call Chairman Cale's attention to the fact that it was agreed that rates would be advanced to 18 cts., also call his attention to not having published through rates, as contemplated, from originating point to eastern destination, the intention being to have rates published through, so as to in every case, in addition to the advance to 18 cts., avoid the use of the Lexington or any other basis.

Rates on Green Salted Hides, East St. Louis to Columbus, Ohio.

This subject brought up by a member making appli-

cation for rate of 15 cts. on Green Salted Hides, East St. Louis to Columbus, Ohio, the application being based on rate to Dayton, 12 cts., and to Zanesville, 17 cts.

After consideration it was

Moved, That the application be declined.

Rate On Sand to Toronto, Ontario.

This subject brought up by a member making application for rate of $2.35, East St. Louis to Toronto, which was read.

Attention was called to rate Chicago to Toronto, $2.25, Chicago to Buffalo, $2.20, and from East St. Louis to Buffalo, $2.45, now in effect.

After discussion, the Chairman was instructed to take subject up with the Grand Trunk and Canadian Pacific Ry's, suggesting that rate of $2.50 be established, East St. Louis to Toronto, this being on a parity with rate from Chicago.

Application for Rate On Baled Cypress Shingle Sawdust.

This subject brought up by letter from a shipper, to the effect that he desired Lumber rate applied on the commodity in question.

As Eastbound Exceptions to Official Class'n. as per C. F. A. Info. 5071, S.-N. 1464, makes Lumber rate applicable on Sawdust to C. F. A. and Western Termini Points, the Chairman was instructed to so advise the applicant, and subject tabled.

Including "Free Returned" Shipments From Louisiana Purchase Exposition, in Statistics.

Chairman requested information as to whether the Tonnage of "Free Returned" Exhibits from the Louisiana Purchase Exposition should be included in the statistics, and was instructed to NOT include any "Free Returned" Exhibits from the Louisiana Purchase Exposition, as it is not revenue freight.

On motion, meeting adjourned until Friday, Oct. 14th.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 553.

Proceedings No. 101.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 14, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—S. J. Cooke, E. J. Knickerbocker.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Rates On Lumber From Southeastern Roads to C. F. A. Points.

This subject last considered at meeting Sept. 30th, Proceedings No. 100, and as instructed, Chairman issued Special Committee Majority and Minority Reports resident members by Circular Letter No. 251, dated Oct. 3rd. At meeting today, on motion the reports of the Committee were received.

After discussion, the following resolution was adopted:

Moved, That the minority report, as promulgated in Circular Letter No. 251, be adopted.

It was further

Moved, That Messrs. Bushnell and Sheill be appointed a Committee to condense the Minority Report as adopted, to be sent to the C. F. A., as the recommendation of this Committee.

The recommendation transmitted to Chairman C. F. A. by letter Oct. 15th, is in effect same as previously recommended and submitted in C. F. A. Advice Letter J-898, Aug. 16th, 1904.

Missouri River Wheat to C. F. A. Points.

This subject last considered at meeting Sept. 30th, Proceedings No. 100, and recommendation made to C. F. A. Subject brought up again by letter and telegram from Chairman C. F. A., which were submitted to resident members by Circular Letters Nos. 256 and 257.

At meeting today Chairman was instructed to advise Chairman C. F. A. that St. Louis Lines will, on advice from Chairman C. F. A., to the effect that lines operating from Upper Mississippi River crossings concur, advance proportional rate on wheat to Cleveland, and Cleveland rate points to 7½ cts. per 100 lbs., effective Nov. 1st, 1904.

Rates On Sand to C. F. A. Points.

This subject last considered at meeting Sept. 30th, Proceedings No. 100, and Chairman instructed to take subject up with Western Lines and the Bridge Companies for the purpose of ascertaining their rates and minimum carload weights from Missouri Pits to East St. Louis and Alton.

The information received was transmitted to resident members by Circular Letter No. 258.

At meeting today attention was called to rates proposed from Illinois pits via Chicago to C. F. A. Points, as per C. F. A. Advice Letter K-39, and suggestion made that provision be likewise made for rates to the same destinations from Missouri pits via East St. Louis, and the following was adopted:

Moved, That a meeting of the Rate Clerks be called to check in rates on Sand from Missouri pits in line with those recommended by the Chicago Committee, as submitted in C. F. A. Advice Letter No. K-39, and report their conclusions as a recommendation to this Committee.

The Rate Clerks to work in line with existing authorities, making the rates apply from Missouri pits to Eastern destinations as a through rate.

Rule 27 Official Class'n Not Being Enforced.

This subject brought up by letter from the Chief Inspector, making a general charge that Committee Roads were violating Rule 27 of the Official Class'n, and after discussion, the Chairman was instructed to write the Chief Inspector for specific information.

Shall Bills Lading Be Issued On Dray Tickets On Receipts Signed by World's Fair Terminal R. R. or Their Agent.

This subject brought up by letter from a member, to the effect they were asked to issue Bills Lading on dray tickets or receipts signed by the World's Fair Terminal R. R. or their agent, and after discussion it was

Moved, That World's Fair Terminal Receipts be only recognized when endorsed by the regular common carrier that receives the goods from the World's Fair Terminal R. R. for forwarding, and that the Southern Freight Committee be advised of this action, also that the roads performing the service, viz: Rock Island System, Wabash, Frisco and Missouri Pacific be notified.

Prepayment of Freight Charges On Range Horses.

This subject brought up by letter from a member, submitted to resident members of the Committee by Circular Letter No. 255.

After consideration today it was

Moved, That the subject be tabled.

Application of Cairo Rates On Lumber From M. & O. Intermediate Stations in Illinois to Points Named in M. & O. Tariff, I. S., 3991.

This subject last considered at meeting Sept. 30th, Proceedings No. 100, and laid over after further consideration today it was

Moved, That the subject be laid on the table.

Shall Rates On Castiron Pipe From East St. Louis, as Per C. F. A. Info. 5455, Etc., be Reissued as a Special Notice.

This subject brought up by joint letter Oct. 6th, File Info. 5455, from Chairman C. F. A., which was submitted to members by Circular Letter. At meeting today attention was called, by the Chairman, to action taken at meeting Dec. 11th, 1903, Proceedings No. 68, on the subject of Rates on Castiron Pipe From East St. Louis, when it was stated "As no Castiron Pipe is manufactured in East St. Louis it was not deemed of sufficient importance to have the information amended."

As the conditions have not changed, and there is no more occasion now to publish rates than there was when action mentioned was taken, it was

Moved, That the subject be tabled.

Weights On Wool.

This subject last considered at meeting Sept. 30th, Proceedings 100, and laid over for views of absent members on the following resolution:

Moved, That the members instruct their respective Agents at East St. Louis or St. Louis to waybill all shipments of wool at actual gross weights and file a copy of their instructions, which should be issued, effective not later than Oct. 15th, with the Chairman.

All Eastbound Roads having approved the above,

all resident members were notified accordingly by Circular Letter No. 252.

At meeting today Chairman stated he had on file copies of letters from all members to their East St. Louis or St. Louis local Agents instructing them to bill wool at actual gross weights, and it was

Moved, That the subject be laid on the table.

Rates and Divisions on Deciduous Fruits From Colorado, Idaho and Utah.

This subject considered at meeting Sept. 30th, proceedings 100, and recommendation to C. F. A. adopted from Chairman C. F. A.

At meeting today Chairman read letter 5th, File 9880-A, asking whether "It is the desire of the St. Louis Lines to accept Pacific Coast Terminal Earnings as minimums on Apples from Colorado, Idaho and Utah.

After consideration of the proposition, the Chairman was instructed to advise Chairman C. F. A. that this Committee concurs in the opinion that the present authorization (Info. 1227-A) should be made clear and specific, that we also reaffirm our previous action and request that the new authorization make it possible to handle the traffic through East St. Louis on the same relative basis as through Chicago.

Rate On Lumber to Michigan City, Ind.

This subject last considered Sept. 30th, Proceedings 100, at which time roll was called and all members answered that their rate was 10 cts. per 100 lbs. on lumber, East St. Louis to Michigan City.

At meeting today Chairman read Letter 11th, File 9311-A, from Chairman C. F. A., and after consideration it was

Moved, That the subject be laid on the table.

Application for Rate On Baled Cypress Shingle Sawdust.

This subject last considered Sept. 30th, Proceed-

ings 100, and Chairman instruced to advise party making application that Lumber rates are applicable to C. F. A. Territory.

At meeting today the party making application submitted another letter stating they desired rate to Trunk Line Territory, and after consideration it was

Recommended, To the Central Freight Ass'n that Lumber rates, prepaid, be made to apply on Sawdust and Shavings, pressed in bales, C. L. minimum weight 24,000 lbs., Rule 27 Official Class'n to apply, from East St. Louis and Ohio River Crossings to Trunk Line Territory.

Uniform Rules to Govern Stopping, Feed, Etc., in Transit.

This subject brought up by Advice Letter No. K-39½ from Chairman C. F. A., which was submitted to members by Circular Letter No. 253, and after consideration today the Chairman was instructed to advise Chairman C. F. A. that as Mill Stuffs, Feed, etc., are not stopped in transit at East St. Louis for mixing, etc., no action on the part of this Committee is necessary.

Rates and Divisions On Traffic From Arkansas, Louisiana and Texas.

This subject referred to Special Committee at meeting June 17th, Proceedings 91. The Committee not being prepared to report today, requested more time, which was granted.

Rates On Pig Lead and Spelter to C. F. A. Points.

This subject referred to a Special Committee at meeting July 19th, Proceedings 94. At meeting today it was stated by a member of the Committee that from the information obtainable, it would appear that these rates cannot be advanced at present, and after discussion the Committee was discharged and subject tabled.

Discrepancies Between Rules On Dressed Meats and P. H. P. of Central Frt. Ass'n, C. & O. R. and St. L. C. L. Frt. Committees.

This subject at meeting Sept. 30th referred to a Special Committee. See Proceedings 100. The Committee not being prepared to report today, requested more time, which was granted.

Rating On Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject last considered at meeting May 27th, Proceedings 89, and at C. F. A. June meeting referred to Chicago Com. for recommendation. At meeting today Chairman read letter from Chairman C. F. A. submitting Chicago Committee report, which is to the effect that no change be made in existing rates on the traffic in question.

After discussion, it was

Moved, That the subject be laid over for consideration at next meeting.

Printing Proceedings of Meetings of the Committee.

As instructed at meeting July 29th, Proceedings No. 95, the Chairman took up subject of printing the proceedings of the Committee in book form for the year 1904, etc., and submitted estimates of the cost, etc., and after discussion it was decided that the proceedings were not to be printed and bound, but to be issued in mimeograph form as heretofore.

On motion, meeting adjourned until Friday, Oct. 28th.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 554.

Proceedings No. 102.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee

St. Louis, Mo., Oct. 28th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell, by R. M. Fraser.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—

Meeting convened at 10:30 a. m.

Missouri River Wheat, East St. Louis to C. F. A. Points.

This subject last considered Oct. 14th, Proceedings 101, information from Chairman C. F. A. submitted to resident members by Circular Letters No. 260 and 263.

At meeting today Chairman stated he had corrected tariffs from all roads who had carried the reduced proportional rates, making 7½ cts. to Cleveland and Cleveland Rate Points, etc.

The Chairman was instructed to take the subject up with Chairman Central Freight Ass'n, calling his attention to the fact that Western Lines from Upper Mississippi River Crossings have not in all cases cor-

rected their tariffs to conform with rates in effect from East St. Louis, and request him to take the matter up with interested lines and have them correct their tariffs in accordance with the figures in effect from East St. Louis.

Rates and Divisions on Traffic from Arkansas, Louisiana and Texas.

Discrepancies Between Rules on Dressed Meat and P. H. P. of C. F. A., C. & O. R. and St. L. C. L. Frt. Committees.

The above subjects referred to Special Committees for consideration and report.

The Committees not being prepared to make report today, more time was granted.

Rates On Sand to Central Freight Ass'n Points.

This subject last considered at meeting Oct. 14th, Proceedings No. 101, and referred to Rate Clerks.

At meeting today Chairman read report of Rate Clerks, as follows:

"Moved, That in view of Chairman Central Freight Ass'n, Letter of the 17th inst., File K-39, advising that the Central Freight Ass'n Lines have declined to concur in the rates submitted by Advice Letters No. K-39 on sand, carloads, from Illinois pits to Central Freight Ass'n Territory, it is unecessary for us to check in rates based upon this issue.

We respectfully recommend to the St. Louis Eastbound Freight Committee that in our opinion any change in the sand rates from Illinois or Missouri pits should be had, only as result of joint check, believing that any advances or reductions should be put into effect simultaneously from both territories, similar to the action taken by the Central Freight Ass'n on sand rates to the Gas Belt region, as promulgated in Info. No. 5429, Sept. 17th, 1904," and it was

Moved, That the report be adopted as the sense of

this Committee, and transmitted to Chairman C. F. A. for his guidance in future.

Rule 27 Official Classification Not Being Enforced.

This subject last considered at meeting Oct. 14th, Proceedings No. 101, and Chairman instructed to secure specific information from the Chief Inspector.

At meeting today, Chairman stated he had letter from the Chief Inspector giving specific information, which was transmitted to the various interested members, replies received were read and, after consideration, it was

Moved, That the Chief Inspector be furnished with a copy of the replies received and subject tabled.

The following was also adopted:

Moved, that attention of Chairman Official Class'n Committee be called to the fact that opinion expressed by members of this Committee is to the effect that the minimum for cars, provided under Rule 27, cannot be enforced under law, when a short car is ordered and a longer car furnished, and it is demonstrated that the shipment can be actually loaded on a car of the size ordered, and request that the Official Class'n Committee give the matter consideration, with the view to remedying the situation.

Application for Reduced Rating on Fire Brick to Middletown, Ohio.

This subject brought up by letter from a member making application for reduced rate.

After consideration, it was

Moved, That the application be denied and subject laid on the table.

Weights On Wool.

This subject last considered at meeting Oct. 14th, see Proceedings No. 101, brought up again by letter from a member, which was submitted to resident members by Circular Letter No. 262.

At meeting today it was

Moved, That further consideration of the subject be postponed until next meeting.

Rating On Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject considered at meeting Oct. 14th, Proceedings No. 101, and laid for further information from Chairman Central Freight Ass'n.

At meeting today letter from Chairman Central Freight Ass'n was read giving the desired information, but account of several members not being present, the subject was laid over until next meeting.

Rate and Divisions of Pig Iron From Holt, Ala., via M. & O. R. R. to Trunk Line Points.

This subject brought up by letter from a member submitting correspondence with G. F. A., M. & O. R. R., which was read, and after discussion the subject was laid over until next meeting.

Tariffs and Division Sheets, Published by Lines Not Members of This Committee, to be Checked Jointly Before Concurred In by Members of the Committee.

In view of there not being a full attendance, the subject was laid over until next meeeting.

Allowance for Elevation On Wheat Shipments.

Laid over until next meeting.

Application for Rates and Divisions on Wall Plaster, Texas and Oklahoma Territory to Interior Trunk Line Points.

This subject brought up by letter from a shipper, making application for rates to interior points on the same percentage basis, i. e., scale the rates down on established authorities, as in effect to Trunk Line Points under Information 1172-A.

After consideration of the subject it was decided that shipments to Providence and Portland are entitled to the Boston rate, and that it is not considered expedient to disturb the present adjustment to intermediate points.

Marking Each Piece of Brick, Sewer Pipe or Tile of L. C. L. Shipments.

This subject brought up by letter from a member, which was communicated to the District Inspector with the request that he make investigation and advise.

At meeting today, Chairman read reply to the effect that there has been some violations of C. F. A. Rules 4736 and 1036-A, but the situation is improving.

In view of the above, it was

Moved, That the matter be referred to the Inspection Bureau for enforcement of the rule.

Rates and Divisions of Yellow Pine Lumber From Arkansas and Louisiana.

This subject last considered at meeting May 20th, Proceedings No. 88, and referred to C. F. A.

The subject was brought up again at meeting today, by letter from a member calling attention to C. & A. Ry. Tariff, G. F. D. 13382, Division Sheet to Kansas City Southern Tariff No. 1798, naming certain through rates on Yellow Pine Lumber from Kansas City Southern Stations.

After consideration, it was

Moved, That the subject be referred to Chairman C. F. A., to be presented by him to the Central Committee for consideration in connection with papers on C. F. A., Subject 5656, Page 204, Proceedings Sept., 1904.

Application for Reduced Rate On Stands, Range Boiler.

This subject last considered at meeting Sept. 30th,

Proceedings No. 100, and referred to Official Class'n Committee.

At meeting today Chairman read letter Oct. 18th from Chairman Official Class'n Committee that the Committee did not see its way clear to recommend any change in existing classification, and it was

Moved, That record be made accordingly and subject tabled.

Application for Reduced Rating On Locomotive Engines, Sent to Works for Repairs.

This subject last considered at meeting June 17th, Proceedings No. 91, and subject referred to Official Class'n Committee.

At meeting today, Chairman read letter, Oct. 18th, from Official Class'n Committee to the effect that they did not see their way clear to make any change in existing classification of the property, and it was

Moved, That record be made accordingly and subject tabled.

On motion, meeting adjourned until Friday, Nov. 11th, 1904.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 555.

Proceedings No. 103.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Nov. 11th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—R. D. Yoakum, by J. C. Ryan.
C. & E. I. R. R.—E. J. Knickerbocker, A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.

C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

Rates and Divisions On Traffic From Arkansas, Louisiana and Texas.

This subject was last considered May 20th, Proceedings No. 88, and recommendation made to C. F. A. The recommendation was not approved, but was sent back for further consideration.

At meeting June 17th, Proceedings No. 91, it was referred to a Special Committee for consideration and report.

At meeting today the Chairman read report of the Special Committee, as follows:

"In view of the apparent misunderstanding on the part of some lines as to the position of the East St. Louis Gateway, in connection with this subject, your Committee respectfully suggests that the matter be referred to a conference between East St. Louis Lines and Roads leading eastward from Ohio River Crossings, Cairo, Gale and Thebes.

After consideration, it was

Moved, That the report be accepted, the committee discharged and the report be submitted to the Central Freight Ass'n as the recommendation of this Committee.

Discrepancies Between Rules On Dressed Meat and P. H. P. of Central Freight Ass'n, Chicago & Ohio River and St. Louis-Cincinnati-Louisville Freight Committees.

At meeting Sept. 30th, Proceedings No. 100, this

subject referred to a Special Committee for consideration and report. Chairman of the Special Committee stated at meeting today that they were not prepared to make report, and requested more time, which was granted.

Rating On Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject last considered at meeting Oct. 28th and laid over. See Proceedings No. 102.

At meeting today the following was adopted:

Recommended, That it is the sense of this Committee that the information furnished by Chairman C. F. A. as result of investigation given the subject, as well as consideration it has received at the hands of the Chicago Freight Committee, does not satisfactorily dispose of the subject; further, the arguments before presented by this Committee for the establishment of commodity basis of rates on Dry Sheep Pelts, pressed in bales, originating in Western Territory described, same as prevails per the Official Class'n on Dry Hides, pressed in bales, are under the circumstances worthy of further review, we therefore request Chairman Central Freight Ass'n to again docket the subject for consideration of Committee on Relations with Western Roads at next meeting of the Central Freight Ass'n.

Rates and Divisions On Pig Iron From Holt, Ala., via M. & O. R. R. to Trunk Line Points.

This subject considered at meeting Oct. 28th, Proceedings No. 102, and laid over.

At meeting today the following was adopted:

Recommended, That this subject be referred to Chairman C. F. A., with the request that it be referred to the Committee on Relations with Southern Roads for consideration at their first meeting; further

Recommended, That the Committee on Relations

with Southern Roads consider C. F. A. Info. Circular No. 559-A in connection with this subject, and endeavor, if possible, to have relative percentages established through Cairo, and other Ohio River Crossings, this action being necessary in order to allow East St. Louis Lines to participate in the traffic.

Rule 27—Official Classification Not Being Enforced.

This subject last considered at meeting Oct. 28th, Proceedings No. 102, and referred to Official Class'n Committee.

At meeting today, for information of members, letter from Chairman Official Class'n Committee was read, giving his views and stating that he would docket subject for next regular meeting as requested.

Application for Commodity Rating on Drums, Sheet Iron.

This subject considered at meeting Sept. 30th, Proceedings No. 100, and recommendation made to Official Class'n Committee.

At meeting today Chairman read letter from Chairman Official Class'n Committee to the effect that the Committee could not recommend any change in the existing class'n of the property, and subject was laid on the table.

Rates On Lumber, Thebes to Trunk Line Points, C. & E. I. R. R. Supplement No. 7 to I. C. C. No. 1264.

This subject considered at Special Meeting Nov. 7th, and laid over account of C. & E. I. R. R. representative not being present.

At meeting today the representative of the C. & E. I. R. R. stated their reasons for issuing the Tariff referred to, and after a general discussion on the subject the following was adopted:

Whereas, The representative of the C. & E. I. R. R. stated that their action in issuing the tariff from Thebes was to meet the conditions created by lines op-

erating through Gale and East St. Louis gateways and Kansas City and East Louisiana, and while these unauthorized tariffs apply only on Yellow Pine, the C. & E. I. would not hold higher rates on Hardwool Lumber and Forest Products than on Yellow Pine, it is

Recommended, That this subject be referred to the Chairman Central Freight Ass'n, to be presented by him to the Central Committee for consideration in connection with papers on C. F. A. Subject No. 5656, Page 204, proceedings Sept., 1904, with the explanation that the action of the C. & E. I. R. R. is predicated on the existence of unauthorized rates from points on the St. Louis, Iron Mountain & Southern and the Kansas City Southern Roads, which are operated in connection with lines east of the Mississippi River gateways, East St. Louis and north.

Increase in Charge by Terminal and Switching Lines at E. St. Louis Necessitating Correction of Schedule of Switching Charges No. 3.

This subject brought up by letter from a member calling attention to increase of charges by Terminal and Switching Lines, as promulgated in their new Tariff, effective November 1st.

After discussion, it was

Moved, That St. Louis Eastbound Freight Committee's Schedule of Switching Charges No. 3, dated April 14th, 1902, be cancelled, effective October 31st, 1904.

Note: For information as to switching rates, see individual issues of the Terminal and Switching Lines.

Increase in Switching Charge by Wabash Railroad to Industries in North St. Louis.

This subject brought up by letter from a member, which was read, and after discussion it was

Moved, That the subject be laid over for further consideration at next meeting.

Letter from G. F. A., M. & O. R. R. Regarding Division of Rates from Newton, Laurel and Ellisville, Miss., on N. J. & K. C. R. R.

This subject brought up by letter from a member, submitting correspondence with G. F. A., M. & O. R. R. regarding percentage divisions between all points and Laurel, Newton and Ellisville, Miss.

The Chairman stated he had taken the subject up with G. F. A., M. & O. R. R. for further information, and it was

Moved, That the subject be laid over until next meeting.

Note: It was suggested that if the Chairman secures the desired information from G. F. A., M. & O., before C. F. A. meeting, he refer subject to Chairman C. F. A.

Rate On Soap Stock, Tallow, Etc., Chicago to Detroit, C. F. A. Info 5508.

This subject brought up by letter from a member calling attention to C. F. A. Advice Letter K-88, also Info 5508, which authorizes rate 10 cts. per 100 lbs. from Chicago to Detroit, requesting that rate of 15 cts. be established from East St. Louis to Detroit, to put the East St. Louis gateway in line with Chicago, and it was

Recommended, To the Central Freight Ass'n that rate of 15 cts. per 100 lbs. be established on Cotton Seed Foots, Cotton Seed Settlings, Grease, Soap Stock, Spent Lye and Tallow, C. L., minimum weight 40,000 lbs., unless the marked capacity of car is less, in which case the marked capacity of the car is to be the minimum weight from East St. Louis, Ill., to Detroit, Mich., in line with rate of 10 cts., in effect from Chicago as per Info, 5508.

Rate On Boat Oars, Carloads.

This subject brought up by letter from Chairman

C. F. A., calling attention to Missouri Pacific Tariff I. S. 12512, naming rates from Millikin, La., to Boston, Baltimore, New York and Philadelphia, on Boat Oars.

The Chairman was instructed to call attention of Chairman C. F. A. to Division Sheet No. 1, applying in connection with above referred to tariff, which shows that the traffic is supposed to pass through Gale, if this is not the case, the Committee would like specific information to the contrary.

Tariffs and Division Sheets Published by Lines, Not Members, to be Checked Jointly Before Being Concurred In.

Allowance for Elevation of Wheat Shipments.

Application for Reduced Rate on Scrap Copper and Brass and all Kinds of Drosses, viz., Lead, Zinc, Tin, Etc.

Application for Reduction in Rate on Scrap Iron to Terre Haute, in Line With Rate in Effect to Louisville & Cincinnati—Rate On Rough Granite, East St. Louis to Michigan City, Ind.

Above subjects laid over until next meeting.

On motion, meeting adjourned until Friday, Nov. 25th.

R. M. Fraser, Chairman.

Complaiant's Exhibit Fraser No. 556.

Proceedings No. 104.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 2, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—

C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—Wm. Hodgdon, N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l R. R. Ass'n—
T. St. L. & W. R. R.—

Meeting convened at 10:30 a. m.

Discrepancies Between Rules of Central Freight Ass'n., Chicago & Ohio River Committee and St. Louis-Cincinnati-Louisville Freight Committee On Dressed Meat and P. H. P.

This subject referred to a Special Committee at Meeting Sept. 30th, Proceedings No. 100.

The Committee not as yet prepared to make report, and subject laid over until next meeting.

Tariffs and Division Sheets Published by Lines, Not Members, to be Reduced Jointly Before Being Concurred In.

This subject considered at meeting Nov. 11th, Proceedings 103, and laid over. After further consideration today it was

Resolved, That in the event Tariffs to C. F. A. and Western Termini of Trunk Line Points or tariffs and division sheets to points east of the Western Termini of the Trunk Lines, via East St. Louis are published by any line, not a member of this Committee, on a basis which is not specifically authorized by the C. F. A., that before the lines, members of this Committee concur in such tariffs or Division Sheets, they are to be checked at a meeting of this Committee called for that purpose.

Allowance for Elevation On Wheat Shipments.

This subject considered at meeting Nov. 11th, Pro-

ceedings 103, at which time it was stated by members present that they were not making any allowance for elevation on Wheat shipments, but owing to the absence of several members, subject was laid over.

After further consideration today the understanding was that no allowance is to be made and the subject tabled.

Rule 27—Official Class'n Not Being Enforced.

This subject was last considered at meeting Nov. 11th, Proceedings No. 103, and laid over. At meeting today correspondence was read, and after further consideration the Chairman was instructed to furnish resident members with a copy of letter dated Nov. 2nd from Chairman Official Class'n Committee and the subject tabled. See Circular Letter No. 272.

Application for Reduced Rate On Scrap Copper and Brass and All Kinds of Drosses, viz., Lead, Zinc, Tin, Etc.

This subject was presented by letter from a member at meeting Nov. 11th, submitting copy of letter from shipper requesting that items named above be included in list of articles shown in Special Notice 1417, C. F. A. Info. 1058-A, and laid over.

After consideration today it was individually announced by lines interested that no change be made.

Increase in Switching Charge by Wabash R. R. to Industries in North St. Louis.

This subject brought up by letter from a member calling attention to Wabash Tariff No. 33800-A, effective Oct. 25th, 1904, increasing the switching charge in North St. Louis, etc.

After a very general discussion, the subject was laid over with the understanding that it be investigated and given further consideration at next meeting.

Letter From G. F. A., M. & O. R. R., Regarding Division of Rates From Newton, Laurel and Ellisville, Miss., on N. J. & K. C. R. R.

This subject last considered at meeting Nov. 11th,

Proceedings 103, and laid over for information from G. F. A., M. & O.

After further consideration at meeting today it was individually announced by lines interested that the application be declined.

Rate On Rough Granite, East St. Louis to Michigan City, Ind.

This subject brought up by letter from Chairman C. F. A., and was on docket for consideration at meeting Nov. 11th, Proceedings 103, and laid over. At meeting today the subject was ordered stricken from the docket.

Rating On Sheep Pelts or Sheep Skins, Dry, Pressed in Bales.

This subject considered at meeting Nov. 11th, Proceedings 103, and recommendation made to Central Freight Ass'n.

At meeting today Chairman read letter from Chairman C. F. A. quoting action taken at C. F. A. meeting Nov. 17th, and the subject was ordered stricken from the docket.

Rate On Tallow or Grease, C. L., East St. Louis to Dayton, Ohio.

This subject brought up by letter from a member, which was read, and after discussion the subject was tabled.

Weights On Wool.

On request of the member who brought up this subject it was stricken from the docket.

Application for Reduction in Rate on Scrap Iron to Terre Haute, in Line With Present Rate to Louisville and Cincinnati.

This subject was submitted Nov. 11th, and laid over and at meeting today it was laid over again until next meeting for further investigation.

Rate on Scrap Sole Leather, C. L., to Trunk Line Points.

This subject brought up by letter from a shipper, also by letter from Chairman, C. F. A., submitting application for reduced rating on the above mentioned Commodity.

The correspondence was read and after discussion lines interested individually announced that the application be declined.

Proper Percentage Allowance to Illinois Roads from Stations North of Thebes, Etc., to East St. Louis on C. F. A. and Trunk Line Traffic.

This subject brought up by letter from Chairman C. F. A., which was read and the Chairman was instructed to refer Chairman C. F. A. to existing legislation, calling attention to Info. Nos. 998 and 1120-A providing for Cairo, Gale and Thebes, the rest of the territory in question coming within the 150 mile zone, being covered by C. T. A. Circular 197 and amendments and Joint Committee Circular 1675 and amendments.

The subject was ordered stricken from the docket.

Switching, Trackage, Etc., Charge at National Stock Yards.

It was stated by the member who brought the subject up that same had been referred to this Committee by mistake and on request it was stricken from the docket.

Enameled Brick, Carloads.

This subject brought up by telegram from Chairman C. F. A. and submitted to resident members by Circular Letter No. 266, proposition to restore Enameled Brick to Official Class'n basis.

After consideration at meeting today lines interested individually recommend to the C. F. A. that effective on legal notice, the rate of 26 cents per 100 lbs. (authorized by C. F. A. Info. 1234-A) East St. Louis to New York City only, on Enameled Brick, be cancelled.

Shipments Billed Collect Which Are Required Prepaid by the Official Classification.

This subject brought up by correspondence from Chief Inspector giving reference to alleged violations of Official Class'n rule in billing shipments of Horseradish Root, etc., collect, whereas Official Class'n requires prepayment.

The Chairman was instructed to call the Chief Inspector's attention to Rule 16-B of the Official Class'n and the subject was ordered tabled.

Rate on Grain from Missouri River, East St. Louis to C. F. A. Points.

This subject brought up by letter from G. F. A. Mo. Pac. Ry. regarding rates on Grain from west via East St. Louis, which was read and the Chairman was instructed to advise G. F. A. Mo. Pac. that as result of recent check, the rates from East St. Louis are on a relative basis with rates through Upper Crossings.

Rate on Cotton from East St. Louis when from West via St. Louis vs. Rate from East St. Louis When from West via Cairo, Thebes, Etc.

This subject brought up by letter from a member, submitting copy of letter from G. F. A. M. K. & T. Ry. which was read and following action taken:

Recommended, That the subject be referred to the Central Freight Ass'n with the request that it be passed to the Special Committee having in charge the adjustment of pro-rating arrangements with lines south of East St. Louis.

Application of 6th Class Rate on White Lead, Dry, C. F. A. Info. 5071, on White Lead Containing 5 Per Cent of Oil.

This subject brought up by letter from Chairman C. F. A., calling attention to T., St. L. & W. R. R. accepting shipments of white lead, containing 5 per cent of oil, at 6th class rates.

The Committee was of the opinion that this was an irregularity and should properly be handled by the Central Committee, and the Chairman was instructed to refer the subject back to Chairman Central Freight Ass'n, to be presented to the Central Committee.

Application for Rate on Button Blanked from East St. Louis in Line with C. F. A. Info. 1225-A.

This subject brought up by letter from a member who was not present, and it was:

Moved, That the subject be laid over until next meeting.

Authoritative Representation on the Committee, Meeting Day, Etc.

At a Special Meeting of the Committee November 25th the following action was taken and submitted to members by letter Nov. 28th, file 4223, for their views, etc.

Resolved, That in order to dispose of the question of authoritative representation on the St. Louis Eastbound Committee, the Chairman be directed to address resident members, requesting each member to designate the representative of his road who shall in his absence from the city represent him as a substitute on the Committee, with full authority to act for his road on all traffic matters that may come before the Committee, the same as if the resident member himself were present. If such substitute has not the requisite authority, his road shall not have representation, unless by official higher in authority than the resident member.

It was further

Resolved, That future meetings will be held at the Committee Room, 314 Wainright Building, on Tuesday of each week at 10:00 A. M. In the event of a quorum not being present at 10:30 A. M. there will be no meeting. The Docket Call for the meeting to be

issued on the Saturday preceding date of meeting, subjects not appearing in Docket shall not be considered unless by unanimous consent of members present, and in case of such subjects being considered the final announcement shall not be made until absentees shall have had opportunity to consider such questions.

At meeting to-day the resolutions adopted at Special Meeting Nov. 25th were adopted as the sense of the Committee.

Request to Advance Loading Charges, Etc., on Shipments Which Pay Transportation Charges Through to Destination.

This subject brought up by letter from Traffic Manager, St. Louis World's Fair, which was read, and the Chairman was instructed to advise Traffic Manager Allen that the question is one which he must adjust with the line to which he makes immediate delivery, and the subject stricken from the docket.

Rates and Divisions on Pig Iron from Holt, Ala., via M. & O. R. R. to Trunk Line Points.

This subject considered at meeting Nov. 11th, proceedings 103, and recommended to Central Freight Ass'n, to be referred to the Committee on Relations with Southern Roads. The Central Freight Ass'n referred it back to this Committee and at meeting today following was adopted:

Recommended, That the subject be referred to the Central Freight Ass'n with the request that it be passed to the Special Committee having in charge the adjustment of pro-rating arrangements with lines south of East St. Louis.

Divisions on Domestics, Natchez, Miss., via Gale and East St. Louis to Eastern Cities.

This subject was brought up by letter from G. F. A. Mo. Pac. Ry., and it was:

Recommended, That the subject be referred to the Central Freight Ass'n, with the request that it be passed to the Special Committee having in charge the adjustment of pro-rating arrangements with lines south of East St. Louis.

Rules Governing Transit Grain, Etc. J. T. P. Circular 4 and T. G. Circular 2, in Effect in Chicago District.

This subject brought up by letter from a member, calling attention to above Circulars, suggesting that corresponding rules be established at East St. Louis. The Committee were of the opinion that similar rules at East St. Louis were unnecessary, and the subject was tabled.

Unauthorized Application of Spelter Rates on Zinc Scrap.

This subject brought up by letter from Chairman C. F. A. to the effect that Eastbound Roads from East St. Louis are protecting Spelter rates on Zinc Scrap, and the Chairman was instructed to ask Chairman Central Freight Ass'n for specific information regarding the alleged violations, and subject laid over until next meeting.

Application for Rates on Sand from Missouri Pits to Greenfield, Shirley and Wilkinson, Ind., in Line with Info. 5554 from Illinois Pits.

This subject brought up by letter from a member calling attention to C. F. A., Info. 5554, naming rates from Ill. Pits to Greenfield, Shirley and Wilkinson, Ind., $1.50, and requesting that rates from Mo. Pits to same destinations be authorized on the same relative proportion, as authorized in Info. 5429 to other Gas Belt Points. The Chairman was instructed to advise Chairman C. F. A. that in as much as the rates, as per C. F. A. Info. 5554 are in line from Chicago, rate of $1.50 per ton must be in line from Missouri Pits, and request that he issue Information Circular to cover.

Rate on Sulphate of Soda or Glauber Salts.

This subject brought up by letter from Chairman Central Freight Ass'n, submitting copy of letter from A. G. F. A. C., R. I. & P. Ry., making application for rate of $2.00 per ton from the Mississippi River to Niagara Falls, on Sulphate of Soda or Glauber Salts.

After consideration the Chairman was instructed to advise Chairman Central Freight Ass'n that it is the sense of this Committee that it is not deemed expedient to make any change in the present rates.

On motion meeting adjourned until Tuesday, Dec. 13th, 10:00 a. m.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 557.

Proceedings No. 105.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 13th, 1904.

Representation:

B. & O. S. W. R. R—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R—E. J. Knickerbocker, A. D. Murray.
C., C., C. & St. L. Ry.—Walter Nichols.
C., P. & St. L. Ry—W. M. Bushnell.
I. C. R. R.—J. R. Peachy.
L., H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l R. R. Ass'n—
T., St. L. & W. R. R.—

Discrepancies Between Rules of C. F. A., Chicago & Ohio River and St. Louis-Cincinnati-Louisville Frt. Com. on Dressed Meat and P. H. P.

This subject last considered at meeting Dec. 2nd, proceedings No. 104 and laid over.

At meeting to-day the subject was tabled.

Increase in Switching Charges by Wabash R. R. to Industries in North St. Louis.

This subject considered at meeting Dec. 2nd, proceedings No. 104, and laid over with the understanding that investigation be made and subject given further consideration.

At meeting today A. G. F. A. Wabash stated he had given the subject consideration, and gave notice as follows:

"Effective Dec. 15th, 1904, we will reduce our switching charge to basis of 1 cent per 100 lbs., with a minimum of $5.00 per car, covering all industries within our switching limits in St. Louis."

In view of the above statement, it was:

Moved, That the subject be tabled.

Application for Reduction in Rate on Scrap Iron to Terre Haute, Ind., in Line with Present Rate to Louisville and Cincinnati.

At meeting Dec. 2nd, proceedings 104, this subject was laid over for investigation, and at meeting to-day it was individually decided not to grant the application.

Shipments Billed Collect, Which Are Required Prepaid by the Official Classification.

This subject considered at meeting Dec. 2nd, proceedings No. 104, and Chairman ordered to call attentoin of Chief Inspector to Rule 16-B, Official Classification, and subject stricken from the docket.

Subject brought up again at meeting to-day by additional correspondence from the Chief Inspector, which was read, and after consideration the subject was tabled.

Application for Reduced Rate on Button Blanks from East St. Louis with C. F. A. Info. No. 1255-A.

This subject considered at last meeting, see proceed-

ings No. 104, and laid over. At meeting to-day the subject was ordered stricken from the docket.

Unauthorized Application of Spelter Rates on Zinc Scrap.

This subject brought up by letter from Chairman C. F. A., which was considered at meeting Dec. 2nd, proceedings No. 104, and laid over for information.

At meeting to-day the information referred to having been received, after consideration it was

Moved, That Chairman C. F. A. be advised that it is the sense of this Committee that Official Class'n basis should apply on Scrap Zinc, and request that he follow the shipment to destination and ascertain if the billing has been set up, and if not, to see that it is.

Rate on Sand to Toronto, Ont.

This subject last considered at meeting Sept. 30th, proceedings No. 100, when application for rate to Toronto was made.

Chairman stated that as instructed he had taken subject up with General Freight Agents Canadian Pacific and Grand Trunk Ry.'s, requesting that rate be authorized from East St. Louis in line with Chicago, and received replies to the effect that they were willing to join in rate based on $1.00 per net ton over the rate to Detroit. The Chairman was instructed to send a copy of the correspondence with the Freight Traffic Officials of the Canadian Pacific and Grand Trunk Ry.'s to resident members by Circular Letter as authority for the rate.

On motion meeting adjourned until Tuesday, Dec. 20th, 10:00 A. M.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 558.

Proceedings No. 106.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Dec. 20th, 1904.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C., P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—J. R. Peachy.
L., H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—
Term'l R. R. Ass'n—
T., St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 A. M.

C. F. A. Lines Not to Participate in Expense of Grain Doors Furnished by Western Roads.

This subject brought up by letter Dec. 3rd, file 10580, from Chairman Central Freight Ass'n, to the effect that the Chicago Committee Roads had decided not to participate in the expense of grain doors furnished by Western Roads, and requesting that roads members of this Committee take similar action.

After consideration the Chairman was instructed to notify Chairman Central Freight Ass'n that lines members of the St. Louis Eastbound Freight Committee individually announce that they will not participate in the expense of grain doors furnished by Western Roads on traffic originating at points west of the Mississippi River.

Rate on Oil Stones—Car Loads.

This subject brought up by Joint Letter Dec. 13th, file 11267, from Chairman C. F. A., which was submitted to members by Circular Letter No. 275. At meeting today after consideration following was adopted:

Moved, That in as much as no reason for reduction in these rates is offered, the application be declined.

Rate on Zinc Oxide to Trunk Line Points.

This subject brought up by letter Dec. 15th, file Info. 1214-A, from Chairman C. F. A., requesting information regarding action taken at meeting Sept. 30th, proceedings No. 100, and it was

Moved, That the subject be laid over until next meeting.

Proposition to Apply Western Termini Basis of Rates to Ellwood City, Pa., Instead of Youngstown, as Named in Minimum Basing Book No. 9.

This subject brought up by letter from a member calling attention to the fact that Minimum Basing Book No. 9 names Youngstown, while P. & L. E. people claim Pittsburg basis should apply to Ellwood City, etc.

Chairman read correspondence had on the subject and was instructed to take the subject up with the Chicago and Peoria Committees for the purpose of ascertaining if they will check in Western Termini basis of rates to all stations on the P. & L. E. south of New Castle, and if they agree to the proposition, the Chairman to call a meeting of the Rate Clerks to check in same basis from East St. Louis.

Discrepancies Between Rules of the C. F. A., Chicago and Ohio River Committee, St. Louis-Cincinnati-Louisville Freight Committee, on Dressed Meats and Packing House Products.

This subject last considered at meeting Dec. 13th,

proceedings No. 105, and subject tabled. Subject brought up again at meeting to-day by letter from A. G. F. A. T., St. L. & W. R. R., suggesting that recommendation be made to Central Freight Ass'n to change Info. Nos. 5586 and 1299-A, rule 3, line 8, to read Carload rate, instead of Carload Class Rate.

After consideration the Chairman was instructed to submit the proposition to the St. Louis-Cincinnati-Louisville Frt. Committee and the Chicago and Ohio River Committee and ask them if with the proposed modification of the Central Freight Ass'n rules they would make their rules in accordance with the Central Freight Ass'n. If the two Committees advise that proposition will be satisfactory to them, the subject then to go to Chairman C. F. A., with the statement that the proposed change is agreeable to the St. Louis-Cincinnati-Louisville Committee and the Chicago and Ohio River Committee, and request that C. F. A. Rules be changed with the view of having same rules in effect by the three Committees.

Rates on Sand to Toronto, Ont.

This subject last considered at meeting Dec. 13th, proceedings No. 105, and correspondence submitted to members by Circular Letter No. 274, brought up again by another letter Dec. 16th, file M-13153, from A. F. T. M., Canadian Pacific Ry., regarding division of the through rate, and Chairman was instructed to also send this letter to members by Circular Letter.

See C. L. No. 276.

Furnishing Louisiana Freight Committee With Special Notices.

Letter Dec. 13th, file S-6, from Chairman Louisiana Freight Committee, New Orleans, La., was read, requesting to be furnished with copies of Special Notices issued by this Committee, and the Chairman was instructed to furnish same, and request that this Committee be furnished with any publications of the

Louisiana Freight Committee in which we might be interested.

On motion meeting adjourned until Wednesday, Jan. 4th, 1905.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 559.

PROCEEDINGS OF MEETING OF REPRESENTATIVES OF INITIAL LINES FROM ST. LOUIS AND E. ST. LOUIS INTERESTED IN THE TRANSPORTATION OF EXHIBITS FROM THE WORLD'S FAIR (LOUISIANA PURCHASE EXPOSITION).

Held at the St. Louis Eastbound Freight Committee Rooms, 314 Wainwright Bldg., St. Louis, Mo., Dec. 28, 1904.

Representation:

B. & O. S. W. R. R.—J. W. Lindsay, J. F. Murphy.
Burlington Route—Wm. Gray.
C., P. & St. L. Ry.—W. M. Bushnell.
C., C., C. & St. L. Ry.—Walter Nichols.
Frisco System—A. D. Murray.
Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry. and L. & N. R. R.—J. N. Chandler.
M., K. & T. R. R.—J. L. West.
Mo. Pac. Ry.—E. B. Lane.
Rock Island System—G. B. Albright.
Southern Ry.—C. D. Morris.
T. H. & I. R. R.—Wm. Hodgdon, J. Fitzpatrick.
T., St. L. & W. R. R.—Ed. Keane.
Term'l R. R. Ass'n—J. L. Penney.
Wabash R. R.—C. C. Landers.
World's Fair Term'l R. R.—J. M. Allen.

The meeting having been called at request of Mr. J. M. Allen, Traffic Manager World's Fair Term'l

R. R., he stated the difficulties encountered in connection with the prompt forwarding of exhibits, requesting that immediate relief be afforded.

After due consideration of the subject, action was taken as follows:

Whereas, The conditions existing in the removal of exhibits from the Louisiana Purchase Exposition, owing to shortage of motive power, lack of tracks, and the urgent desire on the part of exhibitors to remove exhibits, has been found, upon explanation of the Traffic Manager, to be of such serious moment as to require relief on the part of the lines terminating in St. Louis in the matter of an amendment to the present rules or tariffs, which require that all terminal charges shall be fully prepaid on exhibits which are entitled to free return; therefore, be it

Resolved, That it is the sense of this meeting that in order to afford the relief asked for the rules or tariffs in effect covering return shipments will be amended to permit of forwarding domestic exhibits, entitled to free return, with the terminal charges following through to destination.

Provided, however, that the authorized release executed shall bear in each case the following wording, to be placed on the face of the release with a rubber stamp and to be signed by the exhibitor before shipment has been made:

"——— hereby request the World's Fair Terminal R. R. and connections to forward the shipments mentioned herein with the terminal charges (as per tariffs governing), to follow through to destination as an advance charge. ——— hereby agree to pay in full the above charges at destination, immediately upon presentation of bill.

_____

"Exhibitor."

If the release covers more than one consignment a separate "Request and Guarantee" as above shall be executed for each consignment and be attached to the

waybill or waybills for such consignments, when going to the railroad forwarding the shipments free.

In view of the fact that immediate relief is required for the movement of exhibits now on track within the World's Fair Grounds and connections, it is unanimously agreed that the Agent of the World's Fair Terminal R. R. must secure from the exhibitor a request and guarantee as indicated above, and must forward this request and guarantee simultaneously with the billing, where possible, and where not possible to mail said paper to the Agent of the initial line in St. Louis or East St. Louis, giving reference to the billing, at the earliest possible moment.

It is understood that the above plan shall only cover business now loaded in cars.

It is further unanimously agreed that the Agent of the World's Fair Terminal R. R. must forward a Circular Letter to each and every exhibitor where the above guarantee has not been obtained and supply the initial line with a copy of said letter, covering any such business as may have been forwarded on which the guarantee above indicated was not obtainable by reason of the absence of the exhibitor.

It is understood that the Agent of the World's Fair Terminal R. R. shall cause to be stamped on the face of each and every dray ticket or receipt given to the exhibitor, in addition to the above release, a concise notice to this effect:

"This shipment will be forwarded to destination with the terminal charges following, as per signed agreement."

It is further understood that the above relief shall not affect export business.

It is further understood and agreed that in the event of any complications arising with their connections or with the exhibitor at destination, the World's Fair Term'l R. R. agree to afford the carrier every possible relief in the manner of effecting delivery by promptly corresponding with the consignee and using

every possible means of relieving the carrier of the consignment.

R. M. Fraser, Chairman.

Adjourned.

Complainant's Exhibit Fraser No. 560.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Committee.

St. Louis, Mo., Dec. 29th, 1904.

Representation:

B. &. O. S. W. R. R.—J. W. Lindsay.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—C. C. Landers.
T. St. L. & W. R. R.—Ed. Keane.
Term'l R. R. Ass'n.—

In accordance with Circular Letter No. 279, Dec. 28th, the meeting convened at 11:30 a. m. for the purpose of arranging details made necessary by action of the joint meeting of representatives of initial lines from St. Louis and East St. Louis interested in the transporation of Exhibits from the World's Fair (Louisiana Purchase Exposition.)

On motion a Committee of three was appointed to prepare a report which was submitted and after due consideration and amendment the following was adopted:

At a joint conference, held yesterday, of St. Louis and East St. Louis lines, interested in the movement

of exhibits to be returned free, from the Louisiana Purchase Exposition, evidence was given showing it impracticable to conform with the rules as per Central Freight Ass'n. Information 4178 and amendments, Trunk Line A-464, June 27th, 1903 and A-466, July 8th, 1903 and issues of other Associations and individual lines, insofar as concerns the prepayment of terminal charges at St. Louis on Domestic Exhibits returned free, and in order to furnish the relief that the exigencies of the situation require it was unanimously agreed by St. Louis and East St. Louis Lines to receive and forward the said shipments without the prepayment of the terminal charges where prepayment is impracticable.

At Special Meeting of the St. Louis Eastbound Freight Committee, held to-day, the above understanding was affirmed to be put in operation at once under the following agreement, which was adopted by the joint conference referred to:

"That the authorized Release executed shall bear, in each case, the following guarantee to be placed on the face of the Release with a rubber stamp and to be signed by the exhibitor before shipment is made.

"——— hereby request the World's Fair Terminal R. R. and connections to forward the shipments mentioned herein with the terminal charges (as per tariffs governing) to follow through to destination as an advance charge and agree to pay in full the above charges at destination, immediately upon presentation of bill.

——————— Exhibitor."

Shipments will be waybilled with notation: "Charges guaranteed by consignee. Agent at destination will not make delivery without payment of advances.

Resolved, That the foregoing be transmitted to Chairman, Central Freight Ass'n. requesting that he promulgate this action to Central Freight Ass'n. Lines, as well as Trunk Lines.

R. M. Fraser, Chairman.

Adjourned.

N. B.—Copies (3) sent to resident members only.

"Complainant's Exhibit Fraser No. 561."

Proceedings No. 107.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 4th, 1906.

Representation:

B. &. O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent R. R.—J. R. Peachy, F. H. Law.
L. H. & St. L. Ry.—
Southern Ry.—
T. H. & I. R. R.—N. W. Taylor.
The Wabash R. R.—C. C. Landers.
T. St. L. & W. R. R.—R. H. Sheill.
Term'l R. R. Ass'n.—
Meeting convened 10:30 a. m.

1. *Rates on Zinc Oxide to Trunk Line Points.*

This subject was brought up by letter to Chairman C. F. A., considered at meeting Dec. 20th, see proceedings No. 106, and laid over.

After consideration at meeting, 4th, the Chairman was instructed to reply to Chairman Central Freight Association that a majority of the members were in favor of the establishment of the present rate, considering it a commercial necessity to induce a movement.

2. *Discrepancies Between Rules of the Central Freight Ass'n., the C. & O. R., and St. Louis-Cincinnati-Louisville Freight Com. on Dressed Meats and P. H. P.*

This subject last considered at meeting Dec. 20th, see proceedings No. 106. The Chairman stated he had

taken subject up with Sec'y C. &. O. R. Committee with the view of having the C. & O. R. Committee amend their rules, rates etc., and received reply to the effect that they were not prepared to adopt C. F. A. rulings, list of articles, etc., and after consideration following was adopted:

Recommended to the Central Freight Association that Circular No. 5586, rule 3 line 8 be amended by the elimination of the word "CLASS" and that the 8th line be changed to read: "Official Class'n. at the actual weight and at their carload rate."

The Chairman sent a copy of the correspondence to Chairman C. F. A. showing that we have endeavored to reconcile the differences, have been unable to do so, and now make a flat recommendation.

3. Rates on Sand from Missouri Pits to Kennard and New Castle. Ind.

This subject brought up by letter from Chairman, Central Freight Ass'n. to the effect that Chicago Freight Committee had made application for rate from Ottawa, Wedron and Millington, Ill. to Kennard and New Castle, Ind., of $1.40 per net ton and requested to know the rates desired by St. Louis Lines from Missouri Pits, etc.

As rate to Kennard and New Castle, Ind. should be the same as to Gas Belt Points, as per Information No. 5429, it was

Recommended, To the Central Freight Association the establishment of rate of $1.50 per net ton on Sand from Missouri Pits, Crystal City, Klondike, Pacific and Silica, to Kennard and New Castle, Ind., in line with rate of $1.40, recommended from Illinois Pits.

4. Rates and Divisions on Sand from Pacific and Crystal City to Indiana Points.

This subject brought up by letter from a member, calling attention to letter received from G. F. A., Fris-

co, which representative of the Frisco stated was an error and would be recalled, no action being necessary, the subject was ordered stricken from the docket.

5. *Return of Exhibits to Trunk Line Points that Have Been Sent from World's Fair to Lewis and Clark Exposition, Portland, Oregon.*

This subject brought up by letter from a member calling attention to C. F. A. Information 5409, covering C. F. A. Points on exhibits returned from the Lewis and Clark Exposition and that no corresponding action had been taken on shipments to Trunk Line Territory.

The Chairman read correspondence with Chairman C. F. A. on the subject, also called attention to Proceedings No. 97, Sept., at which time it was recommended by this Committee that authority be granted to cover both C. F. A. and Trunk Line Territory, and it was

Moved, That we hereby request Chairman Central Freight Ass'n. to issue a series A Information or Advice Letter, in line with Information 5409, covering the point at issue for the information of interested lines, including the Trunk Lines.

6. *Rate on Zinc Ore, East St. Louis to Cleveland.*

This subject brought up by inquiry from Chairman C. F. A. as to whether this Committee has recommended that lead ore rates apply on Zinc Ore, etc., if not, why the 12½ ct. rate published on Zinc Ore to Cleveland.

Chairman stated that he had replied referring him to Advice Letter J-819, proceedings July 19th, 29th and Aug. 12th, etc. No further action being necessary, it was

Moved, That the subject be tabled.

As the regular meeting of the C. F. A. will be held next week, it was

Moved, That this meeting adjourn until next Tuesday, Jan. 17th.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 562."

Proceedings No. 108.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 17th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy, F. H. Law.
L. H. & St. L. Ry.—
Southern Ry. —
T. H. & I. R. R.—N. W. Taylor.
Wabash R. R.—P. W. Coyle.
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—Ed.Keane.

Meeting convened at 10:30 a. m.

7. *Rate on Oil Stones in Bulk, Rough Quarried, C. L., from Arkansas to Littleton and Pike Station, N. H.*

This subject last considered at meeting Dec. 20th., proceedings No. 106.

At C. F. A. meeting 11th and 12th rate of 34 cts. per 100 lbs. from Memphis was authorized.

As the rate from East St. Louis will be 2 cts. out of line as compared with Memphis, Cairo, Gale and Thebes, the following was adopted:

Whereas, the recent legislation in the Central Freight Ass'n. authorizing rate of 34 cts. on Oil Stones, rough quarried, C. L., from Memphis to Littleton and Pike Station, N. H., results in making the same through rates from quarries at Benton and Hot

Springs, Ark., to those points via Memphis and Cairo, Gales and Thebes, respectively, but as Western Roads hold rate of 16 cts. to East St. Louis, the East St. Louis combination is 2 cts. higher than the Cairo, Gale, Thebes or Memphis combination, viz.:

From Benton to Littleton and Pike Station, N. H.

	Via Memphis.	Via Cairo, Gale and Thebes.	Via East St. Louis.
To Crossing	11c	13c	16c
East of Crossing	34	*32	*31
Total	45	45	47

From Hot Springs, Ark., to Littleton and Pike Station, N. H.

	Via Memphis.	Via Cairo, Gale and Thebes.	Via East St. Louis.
To Crossing	17c	19c	22c
East of Crossing	34	*32	*31
Total	51	51	53

*Sixth class rate authorized by C. F. A. Info. 1185-A.

(6th class rate authorized by C. F. A. Information 1185-A), therefore, be it

Recommended, To the Central Freight Ass'n. that a Specific proportional rate of 29 cts. per 100 lbs. be established from East St. Louis to Littleton and Pike Station, N. H.; further

Recommended That the Specific of 29 cts. per 100 lbs. from East St. Louis to Eastern points mentioned shall be applied in lieu of the division of the established through rates from Cairo, Thebes, and Gale via East St. Louis.

It is further

Recommended, That the action of this Committee be referred to the Special Committee having in charge the question of rates and divisions on traffic from points in Arkansas, Louisiana and Texas, with the statement that the necessity exists for a rule which

will enable all rates fixed to all points in C. F. A. and Trunk Line Territory via any one crossing, to be simultaneously equalized via all other gateways, with divisions limiting line to the local as maximum.

8. Yellow Pine Lumber from Cairo, Etc., to Michigan City, Ind., 10 cts. Per 100 Lbs.

This subject brought up by letter from a member calling attention to Mo. Pac. Tariff I. S. 12618 naming rate, Gale to Michigan City, 10 cts., etc., which was read and after discussion, it was

Moved, That action be postponed until next meeting.

9. Unauthorized Application of Spelter Rates on Zinc Scrap.

This subject last considered at meeting Dec. 13th., proceedings No. 105.

At meeting to-day Chairman read letter 5th, file 12089 from Chairman C. F. A., and after discussion it was

Moved, That the subject be stricken from the docket.

10. Rate on Green Salted Hides, C. L., to New Market, Ont.

This subject brought up by letter dated Montreal, Jan. 9th., file 43649 from G. F. A. Grand Trunk Line Ry. as follows:

"Dear Sir:—

"We are publishing a rate on Green Salted Hides, C. L., from Chicago to Newmarket, based on 2 cts. per 100 lbs., over the current 5th class rate to Toronto and are wiliing that the same basis should be applied from East St. Louis. Will you kindly notify your members accordingly? I have asked Chairman Tucker to notify the C. F. A. Lines."

As Chairman was instructed to issue Special Notice giving copy of letter from G. F. A. Grand Trunk Ry.

as authority for publication of the rate (See Special Notice No. 1560.)

11.—(1) Rate on Zinc Oxide.

This subject last considered at meeting Jan. 4th, proceedings 107. The Chairman was instructed to compile statistics showing movement of Zinc Oxide, White and Red Lead, Litharge and Sublimed Lead and at meeting to-day, after further consideration, the following was adopted:

Recommended, To the Central Freight Association that the rate on Oxide Zinc, C. L., be advanced to 6th class basis to Central Freight Association and Trunk Line Territory, the same as applies on Red and White Lead and Litharge.

On motion meeting adjourned until Tuesday, Jan. 24th, 1905.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 563."

Proceedings No. 109.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 24th, 1905.,

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy, F. H. Law.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
Vandalia R. R.—N. W. Taylor, H. R. Griswold.
Wabash R. R.—
T. St. L. & W. R. R.—Ed. Keane.
Term'l R. R. Ass'n.—

Meeting convened at 10:30 a. m.

12.—8.—Yellow Pine Lumber from Cairo, Etc., to Michigan City, Ind., 10 Cts. Per 100 Lbs.

The subject brought up by letter from a member calling attention to Mo. Pac. Tariffs IS-12608 publishing rate of 10 cts. from Gale to Michigan City, as shown in proceedings Jan. 17th, No. 108, and laid over.

As Wabash and the Southern Ry. were the only members shown on tariff as being parties to same and as Wabash representative stated at meeting Jan. 17, and Southern Ry. representative stated to-day that they had notified the Gen'l Freight Agt. Mo. Pac. that they would demand their percentage proportion of the rate of 12 cts., Gale to Michigan City. No further action necessary, it was

Moved, That the subject be stricken from the docket.

13. Application for Commodity Rating to Trunk Line Territory on Roofing Tile Same as Pressed Brick.

This subject brought up by letter from a member submitting letter from a shipper, making request for reduced rating, etc., which was read, and it was

Moved, That the Chairman advise the applicant that it is the sense of this Committee that it is deemed inexpedient to make any change in the present basis.

14. (11) Rate on Zinc Oxide.

This subject considered at meeting Jan. 17th, proceedings 108, and recommendation made to the Central Freight Association to advance rates on Zinc Oxide to 6th class basis to Central Freight Association and Trunk Line Territory.

The subject brought up again at meeting to-day by letter from a member protesting against action taken and offered a resolution withdrawing the recommendation that was made to the Central Freight Association last meeting, which was not adopted.

The Chairman was instructed to docket for consider-

ation at next meeting the subject of "Rates on Sublimed Lead," also the question of applying the 6th class rates on Pig Lead and Spelter to Central Freight Association Territory, including Western Termini Points.

A Committee of three, Messrs. Bushnell (Chairman), Nichols and Peachy were appointed to draw up a protest against the present low rates on Pig Lead and Spelter.

15. *What Roads and East Freight Lines Have Percentage Arrangements in Effect Between Stations on the St. L. K. & W. Territory and Eastern and Virginia Cities at Variance With Joint Rate Committee Circulars.*

This subject brought up by letter from Chairman Central Freight Association and submitted to members by Circular Letter No. 280.

Answers not having been received from all members the subject will be continued on the docket for next meeting.

16. *Proposition to Change Official Classification to Provide Rate on Wool, Any Quantity Only.*

This subject brought up by letter from a member, which was read and after discussion following was adopted:

Whereas, It is usually impossible to load 10,000 lbs. of scoured, brushed or tub washed Wool in a standard 36-foot car, and

Whereas, Shippers on failure of carriers to load 10,000 lbs. in a standard car, insist that they have not exercised sufficient care in loading it, and if it was properly packed, 10,000 lbs. can be loaded into a standard car and refuse to pay the excess charges that are assessed, therefore, be it

Recommended, To the Official Class'n. Committee that they provide rating on Wool, scoured, brushed or

tub washed, 1st class, any quantity, and on wool in the grease, 2nd class, any quantity, and that the item, Wool, n. o. s., C. L., Minimum 10,000 lbs., subject to Rule 27, 2nd class, be eliminated from the Official Class'n.

17. It Is Customary to Apply Authorized Rates in Effect to Cincinnati, to Points Shown in Minimum Basing Book No. 9, as Taking Cincinnati Rates.

The subject brought up by letter from a member, which was read and the following adopted:

It is the sense of this Committee that rates authorized by the St. Louis-Cincinnati-Louisville Freight Committee may be applied to points taking the Cincinnati rates, as per minimum basing Book No. 9 and supplements thereof.

18. Application for Commodity Rating to Trunk Line Points on World's Fair Staff, Architectural Ornaments or Statuary.

This subject brought up by letter from a member which was read and it was

Recommended, To the Central Freight Association the establishment of 2nd class rate on Staff, Architectural Ornaments or Statuary, C. L. minimum weight 10,000 lbs., originating at the Louisiana Purchase Exposition (St. Louis World's Fair), destined to points east of the Western Termini of Trunk Lines, when loaded on flat or gondola cars only, owners risk of breakage, valuation limited to $100 per car, and to be so expressed by consignor on shipping ticket, tariffs to expire July 1st, 1905.

19. Rules in Relation to the Issuance of Bills of Lading, Adopted by the Chicago Freight Committee.

The subject brought up by Chairman Central Freight Association submitting copy of rules adopted by the Chicago Committee and suggesting similar rules be adopted by this Committee, etc.

The Chairman was instructed to secure a sufficient number of copies of the Chicago Freight Committee Rules to send to each member of the Committee a copy with Circular Letter.

20. Furnishing the Illinois Terminal R. R. With a Copy of Minimum Basing Book. No. 9.

The Chairman stated that he had request from the Gen'l. Agent of the Illinois Terminal R. R. for a copy of Minimum Basing Book No. 9 and was instructed to furnish same at the regular price, viz: $2.00 per copy.

21. Applying Rates to Red and White Lead, Dry, Upon White Lead in Oil.

This subject brought up by letter from a member, which was read, and the Chairman was instructed to refer the subject to the Special Committee appointed to draw up protest on Pig Lead and Spelter rates, etc.

On motion meeting adjourned until Tuesday, Jan. 31st., 10:00 a. m.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 564."

Proceedings No. 110.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Jan. 31st, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.

Vandalia R. R.—N. W. Taylor, H. R. Griswold.
The Wabash R. R.—C. C. Landers.
T. St. L. & W. R. R.—Ed. Keane.
Term'l R. R. Ass'n.—

Meeting convened at 10:30 a. m.

22.-(15) *What Roads and Fast Freight Lines Have Percentages Arrangements in Effect Between Stations on the St. L. K. & N. W. Ry. and Eastern and Virginia Cities.*

This subject considered at meeting Jan. 24, proceedings 109 and laid over account of replies to Circular Letter No. 280 not having been received from all members.

At meeting to-day the replies received were read but as all replies did not give the desired information, the subject was again postponed with the understanding that all members make a thorough investigation and come prepared to give full information at next meeting as to whether or not they have any Road or Line percents in effect and if so, by what Fast Freight Lines and whether they are prepared to cancel them, providing all lines will do so.

23. *Classification of Ale or Beer Barrels vs. Cider Barrels.*

This subject brought up by letter from a member, making application for reduced rating on cider barrels.

As the subject of rating on barrels had been considered at previous meetings, the Committee was of the opinion that it would be inadvisable to make or suggest any change and thus open up the whole question of rating on barrels new or old, again, and it was .

Recommended, That the application be declined.

Adopted individually by roads interested.

24. *Proposed Form of Tracer, Submitted by the St. Louis Traffic Bureau.*

This subject brought up by letter from a member,

submitting letter and copy of proposed tracer, of the St. Louis Traffic Bureau, which was read, and after consideration, were laid on the table.

25. Application for Reduced Minimum Carload Weight on Potatoes.

This subject brought up by letter from a member submitting letter from a shipper at Tyler, Tex., making application or request that minimum be reduced from 30,000 to 24,000 lbs., which were read, and it was

Recommended, That the application be declined.

Adopted individually by roads interested.

26. Through Tariffs and Division Sheets to be Published by Western Roads on Sand from Missouri Pits.

This subject brought up by action taken at meeting St. Louis-Cincinnati-Louisville Freight Committee Jan. 25th, at which time it was decided to request Western Roads to publish through rates and divisions from Sand Pits to Cincinnati, Louisville, etc., and suggested that the St. Louis Eastbound Freight Committee Roads take similar action.

Chairman read correspondence on the subject and after discussing lines interested individually announced, that effective March 1st, they will cancel tariffs or division sheets, which they may have published on sand originating at Missouri Pits, destined to points shown in C. F. A. Information No. 5429, 5604 and 5638 and individually request Western Roads to publish through rates and divisions from Missouri Pits, as provided in Information Circulars No. 5429, 5604 and 5638, it being further individually announced that if through rates were not published by Western Lines, local rates from East St. Louis, as per Information Nos. 4364, 4382 and 4509 will be applied.

Note.—It was the understanding that corresponding action to the above will be taken by lines operating through Alton.

27. Rate on Broom Corn, Western Points via Chicago and Peoria, vs. East St. Louis on Through Shipments to Trunk Line Points.

This subject brought up by letter from Chairman Central Freight Association, Jan. 24th, file 1181-A, which was read, and it was

Moved, That the matter be referred to a meeting of the Rate Clerks for investigation and recommendation to this Committee at next meeting.

28. Rates on Sublimed Lead.

This subject was placed on docket on request of a member and at meeting to-day it was proposed to recommend to the C. F. A. that rate be advanced to White Lead basis, effective on legal notice, but after consideration, it was

Recommended, That the subject be tabled.

Adopted individually by roads interested.

29.-(21) Report of Special Committee on Pig Lead and Spelter Rates to Trunk Line Territory. Also Proposition for Rates on White and Red Lead, Dry, to be Applied on Shipments in Oil.

The Chairman of the special Committee stated they had met and given the first subject consideration, but on account of lack of time, had not been able to make a formal report.

In view of the above, it was

Moved, That the Committee be given further time, which was granted.

The Special Committtee Chairman then stated that they had not considered the second subject and

Moved, That the subject of applying Red and White Lead, Dry, rates on White Lead in Oil, be lifted from the Special Committee and submitted to the General Committee for disposal.

After due consideration by the General Committee it was individually announced that the subject be tabled.

30. Proposition to Apply 6th Class Basis on Pig Lead and Spelter to Central Freight Association Points.

It was decided that this subject be referred to the Special Committee, having under consideration the subject of Rates on Pig Lead and Spelter to Trunk Line Territory, to be reported upon at next meeting.

31. Next Meeting of the Committee.

As some of the members expect to attend meeting of the Special Committee on Through Rates and Divisions from and to Southern Points, provided for at C. F. A. Sept. 1904 Meeting (Subject 5674) called for Feb. 7th, at C. F. A. Rooms, the Committee adjourned until Tuesday, Feb. 14th.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 535."

Proceedings No. 110½.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Special Meeting of the Freight Association.

St. Louis, Mo., Feb. 9, 1905.

Representation:

B. &. O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Railway—R. A. Campbell.
Vandalia R. R.—William Hodgdon.

Wabash R. R.—
T. St. L. & W. R. R.—Ed. Keane.
Term'l R. R. Ass'n.—

Meeting convened at 10:30 a. m.

The meeting was called at request of a member in letter as follows:

"Dear Sir:—

"I am in receipt of a letter from a Committee of the Merchants Exchange in regard to present adjustment of rates on Export Grain from the Missouri River and East St. Louis to Gulf versus Atlantic Ports.

"As this is a matter of great importance, will you kindly call a Special Meeting of the St. Louis Eastbound Freight Committee to-morrow at 10:30 a. m. to consider it?"

After the letter referred to above, from the Merchants Exchange was read and a general discussion of the subject, the following resolution was offered:

Whereas, The development of Gulf Ports and facilities for handling Export Grain traffic thereat and the publication of low rates from St. Louis to New Orleans, etc., have changed the relative conditions at St. Louis, as well as at the Missouri River and

Whereas, The present rate adjustment from East St. Louis to Eastern Seaboard Ports, that is, on basis of 116 per cent of rates established from Chicago, causes too great a difference in rates as between Atlantic and Gulf Ports, and

Whereas, The geographical location of St. Louis with reference to Chicago, i. e., the fact that St. Louis is nearer Gulf Ports than Chicago and Chicago is nearer Atlantic Ports than St. Louis, which makes the relative rate adjustment on export traffic higher from Chicago to the Gulf than from St. Louis to the Gulf, although the rates from Chicago to Atlantic Ports are lower than from East St. Louis to Atlantic Ports,

Resolved, That we recommend to the Central Freight Association that lines leading eastwardly from East St. Louis be authorized to meet the conditions which exist at St. Louis and to make such proportional rates from East St. Louis as may be necessary to place Atlantic Seaboard Ports on a parity with Gulf Ports, it being considered that a differential of 3 cts. per 100 lbs. from East St. Louis, f. o. b. vessels Baltimore, in excess of the rate in effect from St. Louis to New Orleans, is a reasonable and proper adjustment.

The views of the individual roads being called for resulted:

In the affirmative, 4.
In the negative, 4.

The proposition was declared "Not Adopted," but action of the meeting was ordered transmitted to the Chairman Central Freight Association for consideration, and action of the C. F. A. roads.

On motion meeting adjourned.

R. M. Fraser, Chairman.

N. B.—Copies (2) sent to resident members only.

"Complainant's Exhibit Fraser No. 566."

Proceedings No. 111.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 14, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.

Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Railway—R. A. Campbell.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—C. C. Landers.
Terminal R. R.—
T. St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 a. m.

32. (22) *What Roads and Fast Freight Lines Have Percentage Arrangements in Effect Between Stations on the St. L. K. & W. R. R. and Eastern and Virginia Cities.*

This subject last considered meeting Jan. 31st, proceedings No. 110, and laid over for further information.

At meeting to-day it was stated or shown that the percentages in effect had been or would be cancelled immediately with the exception of one road and the representative of said road expected that he might be able to report same action having been taken as soon as he could communicate with the Chief Traffic Officer.

Note.—The Chairman to be advised of conclusion and if not in line with the above to notify members by Circular Letter.

33. (26) *Through Tariffs to be Published by Western Roads on Sand from Missouri Pits.*

The Chairman referred to action at meeting Jan. 31st, proceedings No. 110 and Circular Letter No. 283, Feb. 1st, file 5025, giving present status of affairs and after discussion it was

Moved, That further consideration be deferred until after March 1st.

34. Application for Rates on Sand, Beckers, Mo., on C. R. I. & P. Ry. and from Grays Summit, Mo., on Missouri Pacific Ry. to C. F. A. Points Same as from Other Pits.

This subject brought up by letter from a member which was read and after consideration following recommendation to the Central Freight Association was adopted:

Recommended, To the Central Freight Association that Sand Pits at Beckers, Mo. (which will be billed from St. Albans, Mo., 40 miles from St. Louis) on St. L. K. C. & C. R. R. (Rock Island System) and Grays Summit, Mo., 41 miles from St. Louis on the Missouri Pacific Ry., be added to Central Freight Association Information Nos. 5429, 5604 and 5638, which name through rates on Sand from Missouri Pits to Central Freight Association destinations.

35. (27) Rate on Broom Corn, Western Points via Chicago and Peoria vs. East St. Louis on Through Shipments to Trunk Line Points.

This subject last considered at meeting Jan. 31st, proceedings No. 110 and referred to the Rate Clerks.

At meeting to-day Chairman read report of Rate Clerks meeting, Feb. 3rd, as follows:

Whereas, It is apparent that the present proportional rates on Broom Corn, C. L., from East St. Louis to Eastern Cities as contained in Information No. 1181-A and 5137 are out of line, due to the fact that the present differential of Western Lines between Chicago and East St. Louis is 10 cts. per 100 lbs., whereas it was formerly 5 cts. per 100 lbs., be it

Recommended, That the above mentioned Information Authorities Nos. 1181-A and 5137 be cancelled and instead that rates from East St. Louis be authorized uniformly 10 cts. per 100 lbs., higher than the present 2nd class rates from Chicago, observing the present 2nd class rates from East St. Louis as the

maximum. These rates to apply on Broom Corn, C. L., from all points west of the west bank of the Mississippi River; and it was

Moved, That the report of the Rate Clerks be accepted and adopted as the sense of this Committee.

36. (29-30) Report of the Special Committee on Pig Lead and Spelter Rates to Trunk Line and C. F. A. Territories.

This subject referred to a Special Committee at meeting Jan. 31st, proceedings No. 110.

At meeting to-day, Chairman read report of the Special Committee, and it was

Resolved, That the report be received, that action be deferred until next meeting and in the meantime the Chairman submit the report to resident members by Circular Letter.

37. Rules in Relation to the Issuance of Bills of Lading.

This subject was placed on docket by request of a member at last meeting. After discussion to-day, it was

Moved, That the subject be stricken from the docket.

38. Application for Reduced Rating on Lead Kegs, C. L., to Eastern Cities.

This subject brought up by letter from a shipper which was read and after discussion following action was taken:

Whereas, It having been shown that White Lead Kegs, shipped from East St. Louis can be loaded to 25,000 lbs., and upward per 36 foot car,

Whereas, Official Class'n. basis is predicated upon loading minimum weight of 10,000 and 12,000 lbs. per car, which makes rating excessive, when loaded 25,000 lbs. and upward per car,

Resolved, That we recommend to the Central Freight Association that Specific Commodity rates be established from East St. Louis on White Lead Kegs, minimum weight 24,000 lbs., subject to Rule 27, on basis 5th class rates to points east of the Western Termini of Trunk Lines.

39. Report of Rate Clerks of Mo. Pac. Ry. Division Sheet No. 698-C.

This subject brought up by letter from a member, requesting that meeting of Rate Clerks be called to check Missouri Pacific Division Sheet No. 698-C, see Circular Letter No. 284.

At meeting to-day Chairman read report of Rate Clerks Meeting Feb. 8th, as follows:

Whereas, Mr. J. C. Lincoln, G. F. A., Mo. Pac. Ry., in his letter of submittal, Dec. 29th, 1904, file M-7547, addressed to several of the individual lines, states it is his idea to consolidate their various percentage sheets and to establish but one issue for the use of his agents in lieu of the various individual issues, and

Whereas, The percentage sheet submitted, viz.: 698-C, carries various unauthorized figures and contains unauthorized pro-rating points, and

Whereas, The subject of percentages between Mississippi Valley Common Points and Central Freight Association-Trunk Line Territories was considered at special sub-committee meeting at Chicago, Feb. 7th, and that Committee "Recommended the abrogation of all through rates and pro-rating arrangements between Southern Pro-Rating Points and points in the Central Freight Association, East of the Indiana-Illinois State Line, in both directions, and also from Southern Prorating points to Trunk Line Territory," their recommendation to be submitted to the Central Freight Association for approval.

Resolved, That it is the sense of the Rate Clerks that the Missouri Pacific Railroad be advised that the

lines, members of the St. Louis Eastbound Freight Committee, are not prepared at this time, to check or approve their Division Sheet No. 698-C.

After consideration, it was

Moved, That the Rate Clerks report be adopted as the sense of this Committee and that lines interested advise the Missouri Pacific accordingly.

40. Application for Rate on Scrap Iron, C. L., to New Castle, Ind., Same as to Gas Belt Points.

This subject brought up by letter from a member which was read and after discussion, it was

Recommended, To the Central Freight Association that rate of $1.70 per gross ton be established on Scrap Iron, C. L., minimum weight 40,000 lbs., from East St. Louis to New Castle, Ind., this being the same rate now in effect to Gas Belt Points.

41. (16) Proposition to Change Official Class'n. to Provide Rating on Wool, Any Quantity, Only.

This subject last considered at meeting Jan. 24th, proceedings No. 109, and referred to the Official Class'n. Committee.

At meeting to-day Chairman read letter from Chairman Official Class'n. Committee by Circular Letter, with the result that the members did not favor the proposition, but that the subject would be listed for further consideration at next regular meeting, etc.

After discussion the Chairman was instructed to advise Mr. Gill that unless the Official Class'n. give the relief desired, it will force the publication of any quantity rates on scoured, brushed or tub-washed wool, on the present basis.

There being no further business, the meeting, on motion, adjourned.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 567."

Proceedings No. 112.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Feb. 21st, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Railway.—
Vandalia R. R.—
Wabash R. R.—
Term'l. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 a. m.

42. (36) *Report of Special Committee on Pig Lead and Spelter Rates to Trunk Line and C. F. A. Territories.*

This subject last considered at meeting Feb. 14, proceedings No. 111, and laid over.

After a general discussion to-day the subject was referred back to the Special Committee for further consideration, in the meantime the members are to develop their position with reference to the observance of the Interstate Commerce Law, which is involved, inasmuch as rates to Seaboard Ports cannot be advanced on account of water competition, which does not exist to Central Freight Association and Interior Trunk Line Points.

43. Rules Governing Transit Grain.

The subject of transmit privileges on Export Corn from Missouri River via Atlantic Seaboard, vs. Gulf was presented at special meeting Feb. 9th, and referred to members by Circular Letter No. 286.

After discussion of the subject to-day the Chairman was instructed to advise Chairman Central Freight Association that this matter has been considered and that before putting into effect at East St. Louis, the transit rules as promulgated at Chicago, it is desirable that Chief Inspector Rainer be directed to meet the St. Louis Eastbound Freight Committee in the office of the Chairman at its next regular meeting, Tuesday 28th inst., in order to determine whether the rules now in effect at Chicago can properly be applied on Grain passing through East St. Louis.

44. Rates on Lime to C. F. A. Points.

This subject brought up by letter from a shipper calling attention to action taken at meeting Feb. 5, 1904, proceedings No. 74, when the subject was tabled, and requesting to be advised whether conditions have changed so as to permit of lower rate being made, etc.

After consideration of the subject the Chairman was instructed to make reply to the party making the application that the conditions have not changed and that the roads interested individually advise that they cannot see their way clear to make a reduction in the rate.

45. (41) Rates on Wool.

This subject last considered at meeting Feb. 14, proceedings No. 111, brought up at meeting to-day by letter from Chairman C. F. A., protesting against action taken, which was read, and the Chairman was instructed to reply to Chairman Central Freight Association to the effect that this Committee desires an advance in rates on scoured, brushed or tub-washed wool to any quantity basis at 1st class, and on wool in the grease,

2nd class, any quantity (as shown in proceedings No. 109, Jan. 24th, subject No. 16), that they do not desire carload and Less than Carload rates continued because they prescribed carload minimum of 10,000 lbs., cannot be loaded into a 36 foot car and that fixing a lower minimum weight on the 2nd class basis would also not be desirable and in order to prevent the application of 2nd class rates any quantity, we desire cancellation of the Carload rates which is more satisfactory to shippers than the present basis.

46. (38) Rating on White Lead Kegs, C. L., to Eastern Cities.

This subject last considered at meeting Feb. 14th, proceedings No. 111 and recommendation made to C. F. A.

At meeting to-day letter from Chairman C. F. A. with correspondence from Chairman Official Class'n. suggesting further consideration was read and after discussion the Chairman was instructed to take the subject up with the District Inspector to develop the weight of White Lead Kegs that can be loaded in a Standard Size Car.

47. Sand from Missouri Pits to C. F. A. Points.

Chairman called attention to Printer's Proof of Missouri Pacific Tariff naming through rates on Sand from Missouri Pits to Gas Belt Points, etc., and was instructed to call a meeting of the Rate Clerks and have them check the rates, etc.

Note.—Meeting to be called for Thursday, 23rd inst.

There being no further business, on motion, meeting adjourned.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 568."

Proceedings No. 114.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., March 7th, 1905.

Representation:

B. &. O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—E. L. Roederer.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Railway—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—Ed. Keane.

Meeting convened 10:30 a. m.

54. *Issuing Bills of Lading on Receipts of the St. Louis Compress Company.*

This subject was last considered Oct, 23rd, 1903, proceedings No. 63, and again placed on docket at request of a member.

At meeting to-day the member stated he had information that Bills of Lading were being issued by Fast Freight Line Agents on receipts of the St. Louis Cotton Compress Co., contrary to the action of this Committee at meeting Sept. 18th, 1903, proceedings No. 58.

After discussion, it was

Moved, That the subject be laid over until next meeting for further information.

55. (25) Minimum Carload Weight on Potatoes.

This subject last considered Jan. 31st, proceedings No. 113, and brought up again by members submitting letter from Commissioner St. Louis Traffic Bureau which was read and after discussion it was suggested that the Chairman write Commissioner St. Louis Traffic Bureau to the effect that the minimum weight is 30,000 lbs., from and to all other points on C. F. A. Territory and we therefore cannot make a discrimination in favor of potatoes through this gateway.

56. Rate on Mahogany, Logs, Galveston, East St. Louis to Indianapolis.

This subject brought up by letter from Chairman C. F. A. to the effect that some roads are accepting less than local rates, East St. Louis to Indianapolis, on Mahogany Logs, from Galveston, and after discussion it was

Moved, That the subject be laid over until next meeting.

57 (43) Rules Governing Transit Grain.

This subject last considered at meeting March 1st, proceedings No. 113, and referred to a Special Committee for consideration and report.

At meeting to-day Chairman read report of the Special Committee as follows:

"Dear Sir:—

"Your Sub-Committee, appointed to confer with representatives of Western Roads towards securing their co-operation in the application of transit rules on Export Grain covered by through rates from the Missouri River to Western Ports, interviewed Mr. W. C. Stith, of the Missouri Pacific Ry., as Chairman of the St. Louis Western Trunk Line Committee and laid the matter before him.

"He stated that at a recent meeting of the Western Trunk Lines it had been decided to abrogate pres-

ent through rates on Export Corn from Missouri River Points, Kansas City to Omaha, inclusive, to Atlantic Ports, effective April 1st, and that after that date rates from the Missouri River on Export Corn, as well as other grain, would be made on combination of rates to and from Chicago, Peoria or East St. Louis, respectively, and that in his estimation, therefore, the establishment of transit rules on Grain became a question which the Eastern Lines alone should deal with.

While your Committee concurred in his views, his attention was called to the possibility that conditions might again develop under which through rates on Export Grain would be published from Missouri River to Atlantic Ports and that it might be well, therefore, to have an understanding between the Eastern and Western Lines on which such transit rules as might be in effect at Chicago and Peoria on like traffic could be put into effect at East St. Louis whenever necessary to protect the integrity of those rates and prevent manipulation at this gateway.

He therefore, undertook to place that phase of the matter before representatives of the Western Lines and would like you to send him eight (8) copies each of Chicago Freight Committee Advice Letter No. 254½, Feb. 14th, 1905, T. G. Circular No. 2 and J. T. P. Circular No. 4, and amendment No. 2, providing stop-over and transit rules on grain for their full information; all of which is respectfully submitted."

And it was

Moved, That the report be accepted and the Committee discharged.

Adopted individually by lines interested.

Attention was called to Chairman Central Freight Association Letters March 4th, etc., file 12285, recommending that the Chicago rules on Export Corn from Missouri River be put into effect and the Chairman was instructed to reply to Chairman C. F. A. by sending him a copy of the sub-committee's report with the

statement that there has been no movement of corn from the Missouri River through the East St. Louis gateway to the Atlantic Seaboard for export, and that there is none anticipated during the remainder of the present month.

Attention was then called to the subject of Joint rules on Transit Grain and the statement made by the Chief Inspector at meeting 1st inst., that there may be some changes made in the present rules at Chicago, and it was suggested that the Chairman communicate with the Chief Inspector with the view of ascertaining what changes, if any, are to be made at Chicago and place the information before this Committee for action on its part.

58. Rates on Cotton Seed Meal, Etc., from Arkansas Points.

Chairman called attention to the fact that Western Lines had not complied with the arrangements to publish through Tariffs as set forth in Information Circular No. 1247-A and read correspondence with Chairman C. F. A. and Chairman, Arkansas Freight Committee.

After a general discussion the following was individually adopted by lines interested:

Whereas, The rates on Cotton Seed Ashes, Cake, Hulls, Meal and Motes, C. L., from Arkansas Common Points to East St. Louis are 1 cent higher than from the same points to Cairo, Gale or Thebes, and

Whereas, The through rates from Arkansas Common Points to Eastern Cities are based on the Cairo, Gales or Thebes combination, and

Whereas, The acceptance East of East St. Louis of the proportion of the Cairo, Gale or Thebes rates divided at per C. F. A. Information 998-A and 1120-A, added to rates from Arkansas Common Points to East St. Louis would result in either giving the Southern Lines in excess of their local or in cutting the Cairo combination, it is

Recommended, To the C. F. A. that C. F. A. Information Circular 1247-A be modified to provide that on shipments of Cotton Seed Ashes, Cake, Hulls, Meal and Motes, lines east of East St. Louis will not accept less than 1 cent per 100 lbs., less than the rates current from Cairo, Galea or Thebes, as proportional rates from East St. Louis, applying on traffic originating in Arkansas Territory.

In connection with the above attention was called to Missouri Pacific Division Sheet No. 784-A providing for rates on Cotton Seed, Cotton Seed Ashes, Cake, Hulls, Meal and Motes from Cairo, Gale, Thebes and East St. Louis respectively, to Western Termini and points east thereof, which provides that the rates named from Cairo, Gale and Thebes will sub-divide via East St. Louis on the basis of percentage sheet No. 698-B or subsequent issues (698-B being in line with C. F. A. Information Nos. 998-A, 1120-A and 4639), which if concurred in by lines east of East St. Louis will have the effect of allowing lines south of East St. Louis in excess of their locals.

Resolved, That lines, members of this Committee, will notify the Mo. Pac. Ry. individually of their non-concurrence in that part of the Division Sheet referred to above, Chairman to be provided with a copy of their recommendation to Mo. Pac. to that effect.

Note.—Absent members have concurred in above and Circular Letter No. 291, dated March 8th, and sent to resident members.

59. (51) Rates on Sand to Princeton, Ind.

This subject was last considered at meeting 1st inst., and recommendations made to the Central Freight Ass'n.

At meeting to-day Chairman read letter March 4th, file Information 5429 from Chairman, Central Freight Ass'n. to the effect that as shipments from Vincennes and Terre Taute, via the Southern Ry. will pass through Princeton, submission to the Central Freight

Association is unnecessary and East St. Louis Lines are authorized to protect Terre Haute and Vincennes, Ind., rates to Princeton, effective on Legal Notice, and it was

Moved, That the Chairman write Chairman C. F. A. requesting that he issue information Circular to cover the rate to Princeton, Ind., as recommended March 1st, proceedings No. 113.

60. (54) Rates on Wool.

This subject last considered at meeting Feb. 21st, proceedings 112.

At meeting to-day Chairman read letter from Chairman Central Freight Association to the effect that subject will be on docket for consideration at meeting 15th and 16th, and members of the St. Louis Eastbound Freight Committee are notified of this conclusion, so that they may come to the Central Freight Ass'n. meeting prepared to fully present their ideas and requirements.

Attention being called to the fact that Central Freight Association meeting will be held 15th and 16th of next week, meeting adjourned until Tuesday, 21st inst.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 569."

Proceedings No. 116.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Association.

St. Louis, Mo., March 28, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—J. C. Ryan.
C. & E. I. R. R.—A. D. Murray.

C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—
Term. R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—

Meeting convened 10:30 a. m.

61. (54) *Issuance of Bills of Lading on Cotton in Warehouses in East St. Louis on Receipts of St. Louis Cotton Compress Co.*

This subject was last considered at meeting March 7th, proceedings No. 114 when the roll was called for the purpose of ascertaining if any of the roads have either directly or indirectly consented to the issuance of Bills of Lading by Fast Freight Line Agents, contrary to action taken at meeting Sept. 18th, 1905, proceedings No. 58 and all lines present with one exception (T. St. L. & W.) answered in the negative.

As all members were not present chairman was instructed to get the desired information from absentees and subject laid over.

At meeting today Chairman reported replies from absent members and the C. B. & Q. who answered in the negative, and after discussion the subject was laid on the table.

62. *Rates on Scrap Leather (Shoe Factory Sweepings.)*

This subject was last considered at meeting Dec. 2nd, proceedings No. 104 and application declined.

Subject brought up again by letter March 8th, file 12112 from Chairman C. F. A., which was submitted to members by Circular Letter No. 292, March 10th, and after discussion at meeting today, following action was taken.

Moved, That Chairman C. F. A. be advised that while the St. Louis Lines would like to encourage the shipment of the Commodity by providing 6th class rates thereon, it cannot consistently make such a recommendation because of the effect it would have on shipments of scrap leather of greater value, which are used for other than fertilizer purposes.

63. Absorption of Switching in St. Louis.

The subject was brought up by request of a member and also by a letter from A. G. F. A., C. & E. I. R. R., which was read by the Chairman and after discussion it was

Moved, That A. G. F. A., C. & E. I. R. R., letter be made a part of the proceedings and issued in Circular Letter to the members for their information, subject to be on docket for further consideration at next meeting. (See Circular Letter No. 293.)

The letter from C. & E. I. is as follows:

"Chicago, March 25, 1905.
File Desk-2.

"Dear Sir: This is to advise you of our intention, effective on legal notice, to publish a switching tariff absorbing under certain restrictions, switching on carload freight, except coal and coke, between all switches and tracks located within the switching limits of East St. Louis, Ill., or St. Louis, Mo., and Chicago & Eastern Illinois Railroad Co. tracks.

We find this necessary in order that Frisco rails may do a share of the competitive business as against the conditions which now prevail both at East St. Louis, Ill., and St. Louis, Mo.

Please give advice of our action to all concerned."

64. Industrial Roads Switching at Granite City, Ill.

This subject was last considered July 19th, 1904, proceedings No. 94 and brought up again by letter from a member to the effect that action of the East-

bound Freight Committee, May 27th, 1904, proceedings No. 89, is not being conformed to by all roads.

The Chairman was instructed to incur the necessary expense for securing a transcript of the testimony before the Interstate Commerce Commission on the subject for consideration at next meeting.

65. (57) *Rules Governing Transit Grain.*

This subject last considered at meeting March 7th, proceedings No. 114. At meeting today Chairman read letter from Chairman C. F. A. to the effect that on export grain it is necessary that transit rules be put in force, at East St. Louis, etc. Attention was also called to joint meeting between east and west line, at Chicago on the 15th inst., and after discussion following action was taken:

Whereas, The publication of through rates necessitates the establishment of transit rules on Export Grain passing through East St. Louis, corresponding with those in effect at Peoria and Chicago.

Resolved, That Mr. Edw. Hart, Jr., be appointed a Committee of one to call upon Mr. W. C. Stith of the Western Trunk Line Committee for the purpose of requesting him to secure the co-operation of Western Lines in that direction.

66. (56) *Rate on Mahogany Logs, Galveston, E. St. Louis to Indianapolis.*

This subject last considered at meeting March 7th, proceedings No. 114, and laid over. At meeting today following was adopted:

Moved, That Chairman C. F. A. be advised that inasmuch as he has the subject up with the Chief Freight Traffic Officials of roads directly interested, action on the part of this Committee is not necessary at the present time and subject is therefore stricken from the docket.

67. Divisions of Rates Between Memphis, Tenn., and Eastern Cities via Ohio River Crossings.

This subject brought up by letter from Chairman C. F. A. calling attention to a shipment of Lumber from Memphis via East St. Louis, contrary to the legislation which was read, and it was

Moved, That the subject be laid over until next meeting in the meantime Chairman Central Freight Association letter be sent resident members by Circular Letter. (See Circular Letter No. 294.)

68. Application for a Shipper for Reduced Rate on Scrap Copper, Brass, Etc., and Drosses, Etc., vs. Lead, Zinc, Etc.

Above subject last considered Dec. 2nd, 1904, proceedings No. 104 and brought up again by letter from a shipper calling attention to rates on the new metals, as against the rates on the scrap material, requesting that reduction be made in the rates on the scrap, etc.

Letter was read by the Chairman and after a discussion, the Chairman was individually instructed to advise the party making the application that the St. Louis Lines cannot consistently comply with the request.

69. Rate on Cotton Seed Meal, Etc., from Arkansas.

This subject last considered at meeting 7th, proceedings No. 114, and recommendation made to C. F. A., subject considered at Central Freight Ass'n. March meeting and referred back to this Committee with the view of getting the Arkansas Lines, if possible, to establish through rates on this Commodity via East St. Louis, Thebes, Cairo and other Ohio River Crossings.

At meeting today letter from C. F. A. was read and it was

Moved, That the subject be laid over until next meeting.

70. (55) Minimum Carload Weight on Potatoes.

This subject was last considered March 7th, proceedings No. 114.

At meeting today letter from a shipper, requesting that a reduction in weight be made, was read and the Chairman was individually instructed to advise the party that the St. Louis Lines cannot consistently make a reduction in the Carload minimum weight.

71. Proper Rating to Apply on Onions, from Texas, in the Spring.

This subject brought up by letter March 22nd, file X-4036 from A. G. F. A., Mo. Pac. Ry., submitted by a member which was read and after discussion subject was laid on the table.

72. (60) Rates on Wool.

This subject last considered at meeting March 7th, proceedings No. 114, at which time letter from Chairman C. F. A. was read, advising that subject would be considered at C. F. A. March meeting.

At meeting today Chairman read letter March 20th, file 9133-A from Chairman C. F. A. to the effect that recommendation was made that no change be made in the rating provided by the Official Class'n.

No action necessary on the part of this Committee and subject tabled.

73. Proportional Rates on Wheat and other Grain, East St. Louis to C. F. A. Points.

This subject brought up by letter March 25, file 9466 from Chairman C. F. A. which was read and Chairman was instructed to submit same to resident members by Circular Letter so as to enable them to come prepared at next meeting to consider the subject. (See Circular Letter No. 295.)

There being no further business on motion, meeting adjourned until Tuesday, April 4th.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 570."

Proceedings No. 117.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 4th and 5th, 1905.

Representation April 4th:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—J. C. Ryan.
C. & E. I. R. R.—C. F. Reilly, A. D. Murray.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—R. A. Campbell.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Term'l. R. R.—
T. St. L. & W. R. R.—Ed Keane.

Representation April 5th:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—
Southern Ry.—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—
Term'l. R. R.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

74. (64) *Industrial Roads Switching at Granite City, Ill.*

This subject last considered at meeting March 28th, proceedings No. 116 and laid over for information which had not been secured, and it was

Moved, That the subject be laid over until next meeting.

75. (65) *Rules Governing Transit Grain.*

This subject last considered at meeting March 28th, proceedings No. 116 and subject referred to Mr. Edw. Hart, Jr., as a Special Committee of one to confer with the Chairman of the Western Trunk Lines Committee with the view of having him secure co-operation of Western Trunk Lines.

At meeting today Mr. Hart stated that he had called upon Mr. Stith, but had not as yet received reply.

In view of the above subject was laid over until next meeting.

76. (67) *Divisions of Rates Between Memphis, Tenn., and Eastern Cities via Cairo, Thebes, Etc., and E. St. Louis.*

This subject last considered at meeting March 28th, proceedings No. 116 and as instructed the Chairman submitted proposition to members by Circular Letter No. 294, for investigation.

After discussion today following action was taken:

Moved, That the Chairman advised Chairman C. F. A. that it is the sense of this Committee that the provisions of C. F. A. Info. 998-A apply to Memphis business in the subdivision of the proportion accruing to lines north of Cairo, Thebes, etc., via E. St. Louis, on all traffic except cotton.

77. (7) *Minimum Carload Weight on Potatoes.*

This subject last considered at meeting March 28th, proceedings No. 116, brought up again by letter from the Chairman Transportation Committee Merchants'

Exchange, requesting conference with Committee of the Merchants' Exchange.

At meeting today a Committee composed of Messrs. W. H. Danforth, Chairman, Conrad Schopp, N. G. Richmond, T. W. Brockman, E. P. Teasdale, F. Haneison, H. A. Diamant and E. F. Catlin were present and made their arguments as to why the minimum C. L. weight should be reduced from 30,000 lbs. to 24,000 lbs., and after a very general discussion, the following action was taken by the Committee:

Whereas, It has been demonstrated to the St. Louis Eastbound Freight Committee that in excess of 24,000 lbs. of Potatoes from the southwest cannot safely be loaded into the equipment furnished for the transportation of same, because of the highly perishable character of the Commodity, which requires special ventilation, these conditions being recognized by the Southwestern Lines in the establishment of a minimum weight thereon from 20,000 to 24,000 lbs., therefore, be it.

Recommended, To the Central Freight Association the establishment of a C. L. minimum of 24,000 lbs., to be effective from May 15th, to July 15th, at a rate of 10 per cent above 5th class, on potatoes originating in Arkansas, Texas, Oklahoma and Indian Territory and Louisiana, west of the Mississippi River, E. St. Louis, Gale, Thebes and Cairo to Central Freight Ass'n. territory and Western Termini Points, and that the lines leading from the Ohio River be authorized to establish the same minimum weight and rate on Potatoes, originating south of the Ohio and East of the Mississippi River, during the same period to the same territory.

On Motion meeting adjourned until Wednesday, April 5th.

Meeting convened 5th, at 10:30 a. m.

78. (69) *Rate on Cotton Seed Meal from Arkansas.*

This subject laid over at meeting March 28th, proceedings 116.

After discussion today, it was

Moved, That the Chairman take up with the Chairman of the Arkansas Frt. Committee the question of through rates and divisions on Cotton Seed Meal, with the view of bringing about the Publication of through rates and divisions in accordance with action of Joint Conference between C. F. A. and Arkansas Lines at Chicago, Sept. 23rd, 1904, as per C. F. A. Info. Circular No. 1247-A.

79. (63) Switching at St. Louis, Etc.

This subject last considered at meeting March 28th, proceedings No. 116 and Chairman instructed to issue C. & E. I. R. R. letter to members in Circular Letter form, which was done as per Circular Letter No. 293.

After a further general discussion of the subject at meeting today, it was individually announced that effective on legal notice, all switching charges to and from industries and sidings on the Burlington (St. L. K. & N. W. R. R.), Missouri Pacific, St. Louis, Iron Mountain & Southern, St. Louis and San Francisco and Wabash Railroads, located within the switching limits, as defined in the switching tariff published by the local Freight Agents Association, may be absorbed on all carload traffic (except Bituminous Coal) originating at or destined to points in Central Freight Association and Trunk Line Territories, East of the Indiana-Illinois State Line.

Note: It is understood that these individual announcements do not contemplate the absorption of any part of the transfer charges or bridge tolls of the Terminal R. R. Association of St. Louis, Merchants' Bridge, Terminal R. R., Wiggins Ferry Co., or other carriers, transporting traffic across the Mississippi River. These charges to be invariably added to the rates to or from East St. Louis.

On motion meeting adjourned until Tuesday, April 11th.

Subjects No. 6 to 11 inclusive, on docket for April 4th, be laid over until that date.

R. M. Fraser Chairman.

"Complainant's Exhibit Fraser No. 571."

Proceedings No. 119.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., April 18th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—F. H. Law.
L. H. & St. L. Ry.—
Southern Ry.—
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.—J. L. Penney.
T. St. L. & W. R. R.—Ed Keane.

Meeting convened at 10:30 a. m.

90. (*80*) *Industrials Roads Switching at Granite City, Ill.*

This subject last considered at meeting April 11th, proceedings No. 118 and laid over.

At meeting today, at request of a member, subject was again laid over.

91. (*81*) *Rules Governing Transit Grain.*

This subject last considered at meeting April 11th, proceedings No. 118 and laid over.

At meeting today, Mr. Hart stated Mr. Stith, Chairman of the Western Trunk Line Committee advised him that he had called attention of the Western Trunk Line Committee to the request that Transit rules be established and that if regular meeting was not held in the next week or ten days, he would call a special meeting.

In view of the above, subject was again laid over until next meeting.

93. (*83*) *Proportional Rates on Wheat and Other Grain East St. Louis to C. F. A. Points.*

This subject last considered at meeting 11th inst., proceedings No. 118 and Chairman instructed to advise Chairman C. F. A. no change could be made in present rates, subject brought up again by letter from Chairman C. F. A., April 13th, file 9466, requesting full information as to why rates from E. St. Louis cannot be advanced, etc., which was read and after discussion the Chairman was instructed to advise Chairman C. F. A. that interested lines other than the direct lines from E. St. Louis to Toledo and Detroit respectfully decline to ignore the competition created by the establishment and protection of the present rates from E. St. Louis to Toledo and Detroit, therefore, it is the sense of this Committee that no change can be made in present proportional rates on Grain from E. St. Louis to C. F. A. points.

94. (*84*) *Rate on Grain and Grain Products, East St. Louis to Linden, Ind.*

This subject last considered at meeting 11th inst, proceedings No. 118 and laid over on request of T. St. L. & W. representative.

At meeting today Chairman read letter April 13th, file 15748 from A. G. F. A., T. St L. & W., to the effect that by adding rate, East St. Louis to Linden, as published by the T. St. L. & W. in tariff G. F. D. 616 to rate applying from Linden to Trunk Line Territory, makes same through rates as would accrue on milling in transit business.

After discussion the Chairman was instructed to submit to Chairman C. F. A. the information given by the T. St. L. & W. and advise him that in view thereof, we can see no particular harm in the application of the rates, provided regularly established rate is applied east of Linden.

95. (85) *Rate on Sublimed Lead, Zinc Oxide and Red and White Lead.*

This subject last considered at meeting 11th, proceedings No. 118 and subject tabled. Brought up again by letter April 13th, file Info. 1330-A from Chairman C. F. A. requesting to be furnished in detail with information as to what condition prevented an advance to 6th class basis on Sublimed Lead and Zinc Oxide to C. F. A. Territory and Eastern Cities.

After discussion following was adopted:

Moved, That it is the sense of this Committee that the subject to which Chairman Central Freight Ass'n. refers, is not one properly to be considered by the Central Committee, as it deals with authorized rates.

96. (87) *Lumber, Etc., Potosi, Mo., via East St. Louis to Eastern Cities.*

This subject last considered at meeting April 11th, proceedings No. 118 and laid over for investigation.

After discussion at meeting today, following was adopted:

Moved, That lines, members of this Committee, parties to Missouri Pacific Tariff I. C. C. 6749, July 12, 1904, naming through rates on Lumber from Potosi, Mo., to Eastern Cities, individually request the Mo. Pac. Ry. to cancel same and in future to make the rates on the E. St. Louis combination. All of these letters to be sent to the Chairman, to be held by him until he secures a letter from each of the roads named on the tariff, and then send them to the General Freight Agent, Mo. Pac. Ry.

Note: Chairman to issue Circular Letter sending copy to resident members, also to the C. B. & Q. R. R. who is made a party to the tariff by Amendment No. 1 to I. C. C. 6749. All parties to be advised when letters are delivered to Mo. Pac. Ry.

97. (77) *Minimum Carload Weight on Potatoes.*

This subject last considered at meeting April 4th-5th, proceedings 117 and recommendation for reduced minimum weight made to C. F. A.

At meeting today Chairman read letter April 12th, file K-509 and C. F. A. Advice Letter K-531 to the effect that proposition declined.

In view of the above Chairman was instructed to advise Mr. W. H. Danforth Chairman Merchants' Exchange Transportation Committee, verbally, that lines, interested have individually announced their intention to make no change in the present minimum weight, and subject be laid on the table.

98. *Rates and Divisions on Lumber and Articles Taking Same Rates, C. L., Maplesville, Ala., to Eastern Points.*

This subject was brought up by letter from A. G. F. A., B. & O. S. W. R. R., which was read, and it was

Moved, That a meeting of the rate clerks be called to check the tariff.

99. *Commodity Statement to be Issued at End of Month Instead of Semi-Monthly and Mailing List Revised.*

At a meeting of the executive committee in this office on the 12th inst., the subject of compiling and distributing of Information as to the movement of traffic being under consideration, action was taken as follows:

Resolved, That in the Judgment of the Executive Committee the commodity statement now issued semi-monthly, should be issued monthly at the end of each

month and mailing list for "Commodity Statement" should be revised on a basis of practical equality among the roads, members of this Committee, and especially with a view of avoiding our statistics getting into the hands of parties not entitled to them, and of concentrating responsibility for the protection of the figures after being issued.

The above resolution was submitted to the general committee at meeting today, and it was

Moved, That the recommendation of the Executive Committee be adopted.

It was further

Moved, That only two copies of the Commodity report be furnished to the Traffic Department of Lines, members of this Committee, the members of this Committee to designate the Officer to whom such copies are to be sent.

100. Absorption of Terminal Switching at East St. Louis on C. L. Traffic From Mo. Pac. Ry. via Dupo.

A subject similar to above was last considered at meeting July 29, 1904, proceedings No. 95 and tabled.

This subject was brought up at meeting today by letter from a member and after a general discussion and without formal action being taken was ordered tabled.

101. Handling of Import Traffic via Gulf Ports.

This subject brought up by letters from member, which were read and after discussion, laid over until next meeting.

102. Rates on Barytes.

This subject brought up by letter from a member, protesting against the establishment of rates on Barytes from Ohio and Mississippi River, named in C. F. A. Information No. 5770 on basis of 83.33 per cent of 6th class rates.

After discussion of the subject the following was adopted:

Whereas, Present rates on Barytes from East St. Louis to C. F. A. Points are the result of foreign competition which necessitated the establishment of rate of 20 cts., East St. Louis to New York, which fixes rate of 13½ cts. per 100 lbs. from East St. Louis to Western Termini of Trunk Lines, which in turn fixed that as the maximum to intermediate C. F. A. points west of Detroit and Toledo, and

Whereas, Rates from Ohio River Crossings, Cairo, Gale and Thebes, to all points in Central Freight Association territory have recently been authorized on basis of 83.33 per cent of the 6th class rates as per Central Freight Association Information No. 5770, and

Whereas, East St. Louis lines cannot consistently hold rates on a higher scale than in effect from Ohio River Crossings, Cairo, Gale and Thebes, as above, which would cause a reduction from East St. Louis to Points west of Cleveland, which is neither necessary nor desirable.

Resolved, That we protest against the publication of rates on basis of 83.33 per cent from Ohio River Crossings, Gale, Cairo and Thebes, and suggested that Central Freight Ass'n. Information No. 5770 be cancelled and rates from those crossings fixed on a basis which will at least not cause any reduction from East St. Louis.

There being no further business, on motion, meeting adjourned.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 572."

Proceedings No. 121.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 2nd, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—E. L. Roederer.
I. C. R. R.—F. H. Law.
L. H. & St. L. Ry.—
Southern R. R.—R. A. Campbell.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

103. (*90*) *Industrial Roads Switching at Granite City, Ill.*

This subject last considered at meeting April 18th, proceedings No. 119, and laid over.

At meeting to-day Chairman read letter from G. F. A., C. P. & St. L. Ry., but as further information was desired the subject was laid over until next meeting.

104. (*91*) *Rules Governing Transit Grain.*

This subject last considered at Meeting April 18th, proceedings No. 119, and laid over.

At meeting to-day it was stated that Chairman Western Trunk Line Committee advised he had been un-

able to get the Committee together and subject laid over until next meeting.

105. (95) Rate on Sublimed Lead, Zinc Oxide and Red and White Lead.

This subject last considered at meeting April 18th, proceedings No. 119, and recommendation made to C. F. A.

At meeting to-day Chairman read letter from Chairman C. F. A. protesting against action of the Committee at meeting 18th, and after discussion it was

Moved, That the subject be tabled.

106 (96) *Rates and Divisions on Lumber and Articles Taking Same Rates, C. L., Maplesville, Ala., to Eastern Points.*

This subject last considered at meeting April 18th, proceedings No. 119 and referred to the Rate Clerks.

At meeting to-day report of the rate clerks meeting, April 28th, as follows, was read:

"Referring to M. & O. Tariff I-S-5381, naming rates on Lumber and articles taking Lumber rates from Maplesville, Ala., to Trunk Lines Points.

Before attempting to check this tariff a representative of the Rate Clerks called on the M. & O. to ascertain their authority for the figures used and was quoted certain Southern Ry. issues. The matter was then taken up with Southern Ry. who advised that Lumber issues named by the M. & O. had been cancelled and were superceded by their Lumber issue No. 4531, I. C. C. No. 9262, dated Feb. 18th, 1905, reductions effective Feb. 23rd, 1905.

In checking M. & O. Tariff against current So. Ry. Tariff mentioned above, a great many discrepancies were observed, principally to points on the Long Island R. R. taking arbitraries above N. Y. rates, these discrepancies being doubtless due to recent revision of rates demanded by the Long Island R. R. as arbitraries.

We therefore,

Recommend, To the General Committee, that the Chairman be instructed to correspond with Mr. J. M. Denyven, G. F. A., M. & O. R. R., calling attention to the fact that his tariff is badly out of line with current Southern Ry. issue applicable from Maplesville, Ala.

And further

Recommend, That the M. & O. be notified that the lines, members of this Committee, cannot concur in the division sheet to their tariff unless said division sheet is restricted to apply on Yellow Pine Lumber only, as specifically authorized in C. F. A. Information No. 1024-A. This notification to be given M. & O. R. R. by the Chairman on behalf of the individual lines, members of the St. Louis Eastbound Freight Committee.

After due consideration, it was

Moved, That the report of the Rate Clerks be adopted as the sense of this Committee and that the Chairman handle the matter in the manner suggested.

107. (101) Handling of Import Traffic via Gulf Ports.

The subject of rates and divisions on above mentioned traffic to C. F. A. Points was considered at meeting, April 18th, proceedings No. 119, and laid over.

At meeting to-day, a resolution was offered but not adopted, and subject tabled.

108. Proposition to Cancel Present Arrangements for Dividing Rates from Cairo, Gale, Thebes, Etc., via East St. Louis and Establishing Arbitraries.

On motion this subject was stricken from the docket.

109. Rates on Wall Plaster.

This subject brought up by letter from Chief Inspector Rainer calling attention to shipments via the C. & E. I. R. R. and So. Ry., handled through ware-

house at East St. Louis, being billed at the rates authorized by C. F. A. Information 4992 on Wall Plaster originating at points west of St. Louis.

Correspondence on the subject was read and after discussion the Chairman was instructed to advise the Chief Inspector that this Committee understands that the warehouse of the Plaster Co. is used for transferring these shipments, and it is not in any sense, a sales-warehouse and while there has been no specific legislation by this Committee in the past, we can see no objection to the application of the proportional rates under the circumstances.

110. The Limit for the Return of Exhibits from World's Fair.

This subject brought up by letter from a member, calling attention to the free return limit having been extended to May 15th, 1905, by the C. P. & St. L. No action deemed necessary and subject ordered stricken from the docket.

111. Rates on Burlap and Gunny Bags, C. L., and Less, East St. Louis vs. New Orleans and C. F. A. Points.

This subject brought up by letter from a member submitting letter from Sec'y, St. Louis Traffic Bureau which was read and after discussion following was adopted.

Moved, That the subject be referred to Chairman C. F. A. with the request that he take up with the Southeastern Mississippi Valley Ass'n. calling their attention to the fact that lower rates, actual and relative are in effect from New Orleans to various C. F. A. Points than are in effect from East St. Louis; that rates from New Orleans seem to us unnecessarily low and that as there are two very large manufacturers of this kind of material in St. Louis, a reduction in rates from East St. Louis to C. F. A. will have to made to enable them to compete for a share of the business, un-

less a considerable advance is made in rates from New Orleans and other Mississippi Valley Points, which also carry rates on about the same basis as are in effect from New Orleans.

112. (96) Lumber, Etc., Potosi, Mo., via East St. Louis to Eastern Cities.

This subject last considered at meeting April 18th, proceedings No. 119. At meeting to-day Chairman read letter from A. G. F. A., T. St. L. & W. R. R., requesting that subject be again docketed and T. St. L. & W. representative stated that they wished to withdraw their concurrence in action taken at meeting April 18th, regarding notifying Mo. Pac. of non-concurrence in Mo. Pac. Tariff I. C. C. 6749, July 12, 1904, and further stating that they proposed to protect Mo. Pac. Tariff and Division Sheet as it now stands, until further notice.

After discussion following action was taken:

Whereas, The T. St. L. & W. R. R. is protecting proportion of the Cairo rate on lumber originating at Potosi, Mo., on which the through rates do not base on the Cairo combination, which is contrary to C. F. A. ruling (C. F. A. Information 1162-A and 5509) and has given notice in this Committee of its intention to make no change,

Recommended, That the subject be referred to the Central Committee of the C. F. A. for their consideration and adjustment, with the statement that if this basis of making rates is continued on shipments from Potosi, it will inevitably spread and before long result in the application of the proportion of the Cairo rates on all traffic from the west to Trunk Line Territory, via East St. Louis.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 573."

Proceedings No. 123.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., May 16th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. R. R.—
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—F. H. Law.
L. H. & St. L. Ry.
Southern Ry.—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
The Wabash R. R.—C. C. Landers.
Terminal R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

124. (114) Rules Governing Transit Grain.

This subject last considered at meeting May 9th, proceedings No. 122, and laid over.

At meeting to-day the Special Committee reported as follows:

"Your Committee having interviewed Mr. Stith of the Western Trunk Line Committee, begs to report that in interview with him on the 13th inst., he stated he had been unable to get Western Trunk Lines Committee together to act on this proposition, but in his opinion it would be proper for us to proceed in the establishment of the Chicago & Peoria rules at St. Louis, assuming that the Western Lines will join in their application, that the Missouri Pacific for its part will do so."

In view of the above, it was

Moved, That the report be accepted, the Committee discharged and that Chief Inspector Rainer be advised in accordance with the report and requested to take the necessary steps to complete the arrangement and that the Chairman of this Committee, in conjunction with Chief Inspector Rainer promulgate joint rules to correspond with thoes in T. C. Circular No. 2 and J. T. P. Circular No. 4 providing rules governing Through Billed Track Grain and Joint Transit Privileges.

125. (112) Proportional Rates on Wall Plaster.

This subject considered at meeting May 9th, proceedings No. 122, and laid over.

At meeting to-day the Chairman read additional correspondence from the Inspection Department and after discussion the matter was continued in the hands of the Chairman to be taken up further with the Chief Inspector.

126. (102) Rates on Barytes.

This subject last considered at meeting April 18th, Proceedings No. 119, and recommendation made to Central Freight Association protesting against the basis of rates published in Info. 5770.

At meeting today Chairman read letter May 8th, Info. 5770, from Chairman C. F. A., giving action of Cincinnati Freight Committee on protest of the St. Louis Eastbound Freight Committee, and after discussion following was adopted:

Moved, That in view of the failure to get an advance in rates from Ohio River Crossings, Gale, Thebes, the Chairman is requested to ask Chairman C. F. A. to announce the vote on advice letter K-533, which was held up pending the action on the protest against the basis authorized from Ohio River Crossings, as per Info. No. 5770.

127. *Application for Rate on Zinc Ore, Originating West of Mississippi River, East St. Louis to Cleveland, Ohio, in Line with Rate from Chicago, as Per Info. No. 5860.*

This subject brought up by letter from a member, which was read and the following adopted:

Resolved, That in view of the proportional rates established on Zinc Ore of $1.50 per gross ton from Chicago to Cleveland, Ohio, originating west of the Miss. River, C. L., minimum weight 20 gross ton, we recommend the establishment of rate on the same Commodity, same minimum weight, East St. Louis to Cleveland, Ohio, of $2.00 per gross ton, to apply as proportional rate on traffic originating west of the Mississippi River.

128. (82) Switching at St. Louis.

129. (100) Absorption of Switching on Traffic Via Ivory Transfer on Traffic to or from Industries on Missouri Pacific, I. M. & So. Tracks.

After consideration of the above, it was

Moved, That subjects be laid over for consideration at a Special Meeting to be called for Thursday, 18th, at 1:30 p. m.

130. Printing Proceedings of Meetings of the Committees.

This subject last considered at meeting Oct. 14th, Proceedings No. 101, brought up again by letter from a member which was read and after discussion following offered.

Moved, That the proceedings of meeting of this Committee be issued in printed form weekly and indexed and bound at the end of each year.

As all members were not prepared to take action on this proposition, the Chairman was instructed to submit the resolution to members by Circular Letter.

131. Prepayment of Freight Charges on Range Horses.

This subject last considered at meeting Oct. 14th, Proceedings No. 101, brought up again by letter from a member to the effect that members of this Committee were not demanding prepayment, etc.

Chairman read letters from the District Inspector giving reference to several shipments, which he stated were reported to the Chief Inspector.

After discussion the Chairman was instructed to write the Chief Inspector and ask him what action he had taken in the cases reported to him by the District Inspector.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 574."

Proceedings No. 124.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a meeting of the Freight Committee.

St. Louis, Mo., May 23rd, 1905.

Representation:

B. & O. S. W. R. R.—F. L. Tettemer.
C. & A. R. R.
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—E. L. Roederer.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.
Southern Ry.—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Ter'm. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convened 10:30 a. m.

132. (126) Switching at St. Louis.

133. (129) *Absorption of Switching on Traffic Via Ivory Transfer on Traffic to or from Industries on Missouri Pacific, I. M. & So. Tracks.*

This subject was considered at meeting 16th, Proceedings No. 123, and referred to Special Meeting 18th. The report of said meeting was presented today and laid over until Tuesday, 23rd inst., for additional information.

134. (131) Prepayment of Freight Charges on Range Horses.

This subject last considered at meeting May 16th, Proceedings No. 123, and Chairman instructed to take subject up with the Chief Inspector for information.

At meeting today Chairman read correspondence with Chief Inspector and it was

Moved, That copies of the correspondence he transmitted to Chairman C. F. A. with the request that he favor us with an explanation of the action taken.

135. (130) Printing Proceedings of Meeting of This Committee.

This subject considered at meeting May 16th, Proceedings No. 123, and Chairman instructed to secure prices for the work and submit to members by Circular letter.

Chairman stated that he did not get the figures until this morning and for that reason subject on the docket. No action was taken, members being of the opinion proposition should be sent out by Circular Letter. See Circular Letter No. 304.

136. *Rates on Live Poultry, C. L., from Missouri River, Points Via East St. Louis vs. Chicago to Eastern Termini of Trunk Lines and East Thereof.*

This subject brought up by letter from a member which the Chairman read and the following adopted:

Whereas, It being apparent the East St. Louis gateway is out of line as regards through rates on Live Poultry, carloads, Missouri River Points to Eastern Cities, including the Western Termini of the Trunk Lines, as compared with through rates available via Chicago gateway, such through rates being based on Western Trunk Line Rule Circular No. 6, effective July 15th, 1901, which authorizes 4th class rates, minimum 20,000 lbs., as applicable on Live Poultry, carloads, Missouri River Points to East St. Louis and Chicago, and

Whereas, Present Western Trunk Line Tariff No. 183, effective March 1st, 1904, shows 4th class rates to be to East St. Louis 27 cts., to Chicago 32 cts., from Missouri River Points, therefore, with the view of equalizing rates via both gateways, be it

Resolved, That we recommend to the Central Freight Association the establishment of proportional rates on Live Poultry (originating at Missouri River Points), minimum weight as per Official Class'n. from East St. Louis, as follows:

To—
Boston, Mass., 76 cts.
New York, N. Y., 70 cts.
Philadelphia, Pa., 68 cts.
Baltimore, Md., 67 cts.
Albany, N. Y., 67½ cts.
Utica, N. Y., 63½ cts.
Syracuse, N. Y., 57 cts.
Rochester, N. Y., 53 cts.

137 (76) Division of Rates Between Memphis, Tenn., and Eastern Cities Via Cairo, Thebes, Etc., and East St. Louis.

This subject last considered at meeting April 4-5, Proceedings No. 117, and reply made to Chairman C. F. A. that Info. No. 998-A applied on all Memphis business except Cotton.

At meeting today Chairman read letter May 19th,

file Info. 998-A, from Chairman C. F. A., requesting information as to why cotton was excepted any more than other business and was instructed to advise Chairman C. F. A. that Cotton was excepted for the reason that Joint Commitee Circular No. 1646 makes an exception only of cotton.

138. (125) Proportional Rates on Wall Plaster.

This subject last considered at meeting May 16th, Proceedings No. 123, and left in the hands of the Chairman to be taken up further with the Chief Inspector.

At meeting today Chairman read additional correspondence on the subject and it was

Moved, That the subject be laid over until A. G. F. A. Southern Railway is present.

139. Guarantee of Prepayment of Freight Charges on Vegetables on Part on Western Lines, Etc.

This subject brought up by letter from a member, which was read. Attention was called to C. F. A. Info. 4764, this Committee's Special Notice No. 1410, which covers the point in question and subject ordered stricken from the docket, as action on the part of this Committee unnecessary.

140. Letter from Chairman C. F. A. Requesting Information as to What Roads Are Protecting Rate of 50 Cts. Per 100 Lbs. C. L. on Asphaltum from California to Points East of the Indiana-Illinois State Line Instead of Demanding Percentage Proportion of 75 Ct. Rate.

This subject brought up by letter May 20th, file 9443-B, from Chairman C. F. A., which was taken up with the District Inspector with the view of ascertaining whether any of the traffic has been handled on that basis and received reply that records show only one shipment passed East St. Louis this year and that was billed at local rate 90 per cent of the 6th class as per C. F. A. Info. 5428, and it was

Moved, That the information be communicated to Chairman Central Freight Association.

141. *Grain and Grain Products Rates, East St. Louis to Central Freight Association Territory.*

This subject brought up by correspondence from Chairman Western Trunk Lines Committee calling attention to Grain and Grain Products rates as checked in at a meeting of representatives of Chicago Eastbound Roads, May 8th, and requested information regarding changes that would be made from East St. Louis, and it was

Moved, That a meeting of the Rate Clerks be called for tomorrow, Wednesday, 24th, to check and compare rates in effect from East St. Louis with those checked in from Chicago and transmitted with C. F. A. Advice Letter K-655½, May 13th, also Peoria and Pekin Freight Committee Rate Sheet No. A-A, making such recommendation as may be necessary for consideration at next meeting of the Committee.

142. *Absorption of Intermediary Switching at East St. Louis.*

This subject brought up by letters May 11th and 22nd, file A-7810 from the Chief Inspector, requesting information as to whether it is proper to absorb switching account East St. Louis Connecting Ry. on through shipments of Lumber and the Chairman was instructed to advise the Chief Inspector that it is the understanding and has been customary for receiving lines to absorb intermediate switching at East St. Louis.

There being no further business, on motion meeting adjourned.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 575."

Proceedings No. 127.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., June 20th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.
C. C. C. & St. L. Ry.—E. L. Roederer.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.
Term'l. R. R. Ass'n.
T. St. L. & W. R. R.

Meeting convened 10:30 a. m.

161. (151) Prepayment of Freight Charges on Range Horses.

This subject last considered at meeting June 6th, Proceedings No. 126, and laid over pending information from Chairman C. F. A.

At meeting today Chairman called attention to C. F. A. Info. No. 5926 "Prepayment of Freight Charges on Shipments of Range Horses," and after discussion, was instructed to call the District Inspector's attention to Info. Circular No. 5926, with the request that he see that the rule is enforced by all lines and subject tabled.

162. (152) *Printing Proceedings of Meetings of This Committee.*

This subject last considered at meeting June 6th, Pro-

ceedings No. 126, and continued on docket on account of replies not having been received from all members to Circular Letter No. 304.

At meeting today replies received were read and the subject tabled.

163. (*155*) *Application for Reduced Rate on Cotton Piece Goods from Mills West of Mississippi River vs. Southern Mills to Trunk Line Points.*

This subject last considered at meeting June 6th, Proceedings No. 126, and laid over for further information.

Mr. W. C. Stith, F. T. M., Mo. Pac. Ry., intended to be present at meeting today but found it impossible to come, therefore laid subject over until next meeting.

164. (*153*) *Division of Rates Between Memphis and Eastern Cities Via Ohio River Crossings.*

This subject last considered at meeting June 6th, Proceedings No. 126, and as instructed the Special Committee's Report was transmitted by letter June 7th, to Chairman C. F. A.

After meeting today letter June 12th from Chairman C. F. A. was read and after discussion the Chairman was instructed to advise Chairman C. F. A. that the report of the committee in letter June 7th, we think is strictly in accord with C. F. A. and Joint Committee Circulars, as promulgated. If Joint Committee Circulars No. 1700 and No. 1795 were not abrogated in so far as they amend Joint Committee Circular No. 1646 C. F. A. Info. No. 894-A amended by 897-A and abrogated by 998-A should not carry a notation to the effect that they are cancelled in their entirety but only so far as they refer to No. 1609, providing for divisions from Cairo, etc., to Trunk Line Points, via East St. Louis.

It is true that the Committee's reports made no allusion to Joint Committee Circular No. 1666, that, however simply announces that the general rule against compounding revenue is to be applied in connection with Joint Committee Circular No. 1646. This rule, however, has been very generally ignored and a number of

lines have openly announced their intention to not discriminate between their different connections and to accept traffic from all alike on the same terms.

In connection with the subject of Divisions between Memphis and Eastern Cities, it was suggested that the question of divisions on Lumber should be provided in same manner as promulgated in C. F. A. Info. No. 998-A and the proposition was referred to a sub-committee composed of Messrs. Walter Nichols (Chairman), P. W. Coyle and J. R. Peachy for consideration and report.

165. (156) Rate on Zinc Oxide.

This subject last considered at meeting June 6th, Proceedings No. 126, and laid over.

At meeting today Chairman read letter June 9th from A. G. F. A. B. & O. S. W. R. R. to the effect that B. & O. S. W. R. R. would not publish higher rates on Zinc Oxide than are current on Sublimed lead and it was

Recommended, To the Central Freight Ass'n. that in view of the position taken by one of the lines, member of this committee, we request authority for the publication of the Sublimed Lead Rates on Zinc Oxide to C. F. A. and Trunk Line Points.

166. (113) *Industrial Roads Switching at Granite City, Ill.*

Laid over until next meeting.

167. *Through Rates and Divisions on Melons from Points in Missouri and Arkansas to C. F. A. Territory.*

This subject brought up by letters June 13, file 465-B-R from G. F. A., Mo. Pac.-I. M. & So. Ry., and June 16th from G. F. A., St. L. & S. F. Ry., to the effect that the Missouri Pacific and Frisco Railways have reduced their rate 1.8 cts. per 100 lbs., from Melon Producing Points to Cairo, Gale, Thebes and East St. Louis, which will reduce the through rate 1.8 cts. per

100 lbs. less than the rates shown in C. F. A. Info. 5244, this Committee Special Notice No. 1485, it was

Recommended to the Central Freight Ass'n that Info. No. 5244 be cancelled and the following rates be authorized on Melons, C. L., minimum weight 25,000 lbs., from Mo. Pac. Ry. (I. M. & So.) and Frisco System Stations, as follows:

Missouri Pacific Stations.	Frisco Stations.	
Bertrand, Mo.	Advance, Mo.	
Blodgett, Mo.	Arbyrd, Mo.	Hiller, Mo.
Buckeye, Mo.	Baird, Mo.	Morley, Mo.
Cary, Mo.	Beaver Dam, Mo.	McGuires, Mo.
Charleston, Mo.	Benton, Mo.	Naylor, Mo.
Crawfords, Mo.	Brooks Jct., Mo.	Oran, Mo.
Dielstadt, Mo.	Bucoda, Mo.	Owens, Mo.
Essex, Mo.	Campbell, Mo.	Page, Mo.
Leedys, Mo.	Clarkton, Mo.	Parma, Mo.
Melon Switch No. 1, Mo.	Commerce, Mo.	Paulding, Mo.
		Pine City, Mo.
Melon Switch No. 2, Mo.	Crowder, Mo.	
		Poor Farm, Mo.
Melon Switch No. 3, Mo.	Dillman, Mo.	
		Providence, Mo.
Miner, Mo.	Frensdorf, Mo.	
Morley, Mo.	Frisbe, Mo.	Redman, Mo.
Naylor, Mo.	Gibson, Mo.	Reyno, Ark.
Oran, Mo.	Gideon, Mo.	Salcedo, Mo.
Ostner, Mo.	Holcomb, Mo.	Sand Hill, Mo.
Porter, Mo.	Ipley, Mo.	Senath, Mo.
Sargent, Mo.	Kennett, Mo.	Sikeston, Mo.
Sand Spur, Mo.	Lilbourn, Mo.	Tressville, Mo.
Sikeston, Mo.	McMullin, Mo.	Toga, Mo.
	Malden, Mo.	Vanduser, Mo.
	Matthews, Mo.	White Oak, Mo.

To the Basing Points named in St. Louis Eastbound Freight Committee Minimum Basing Book No. 9 and Amendments as follows:

IN CENTS PER 100 LBS.

Alpena, Mich.	37.7c	Bay City, Mich.	28.7
Akron, Ohio	27.7	Benton Harbor, Mich.	25.2
Anderson, Ind.	22.7	Brazil, Ind.	19.7
Ashland, Ky.	29.2	Carsonville, Mich.	31.7
Athens, Ohio	27.2	Chillicothe, Ohio	26.2
Auburn, Ind.	25.2	Circleville, Ohio	26.2
Auburn Jct., Ind.	25.2	Cleveland, Ohio	27.2
Avilla, Ind.	23.7	Indianapolis, Ind.	21.7

Ironton, Ohio	29.2	Fort Wayne, Ind.	23.7
Jackson, Mich.	26.2	Frankfort, Ind.	21.7
Kokomo, Ind.	22.2	Gauley Bridge, W. Va.	32.2
Lafayette, Ind.	21.2	Grand Rapids, Mich.	26.2
Lancaster, Ohio	27.2	Greencastle, Ind.	20.7
Logansport, Ind.	22.2	Harbor Beach, Mich.	32.2
Loveland, Ohio	24.7	Hillsboro, Ohio	25.7
Makinaw City, Mich.	38.2	Piqua, Ohio	25.7
Manistee, Mich.	30.7	Port Huron, Mich.	27.2
Mansfield, Ohio	27.7	Portsmouth, Ohio.	27.2
Marietta, Ohio	30.2	Princeton, Ind.	21.2
Marion, Ind.	22.7	Sandusky, Ohio	27.7
Midland City, Ohio	25.2	South Bend, Ind.	23.2
Mitchell, Ind.	21.2	Springfield, Ohio	25.7
Muncie, Ind.	23.2	Terre Haute, Ind.	19.7
Newark, Ohio	27.7	Toledo, Ohio	26.2
N. Manchester, Ind.	23.2	Traverse City, Mich.	33.2
North Vernon, Ind.	22.2	Van Wert, Ohio	24.7
Oakland City, Ind.	22.2	Vincennes, Ind.	17.7
Omer, Mich.	33.7	Wabash, Ind.	22.7
Columbus, Ohio	26.2c	Washington, Ind.	19.2
Coshocton, Ohio	29.2	Washington C. H., Ohio.	25.7
Crawfordsville, Ind.	21.2	W. Lebanon, Ind.	20.7
Dayton, Ohio	23.2	Western Termini	30.2
Defiance, Ohio	25.2	Worthington, Ind.	21.2
Delphos, Ohio	25.2	Youngstown, Ohio	29.2
Detroit, Mich.	26.2	Zanesville, Ohio	29.2
East Tawas, Mich.	34.7		

In dividing the foregoing rates the following proportions to be allowed the railroads south and west of Cairo, Gale, Thebes or East St. Louis, the balance of the through rates to accrue to the railroads east of Cairo, Gale, Thebes or East St. Louis.

To Cairo, Gale or Thebes, 7.2 cts. per 100 lbs.

To East St. Louis, 9.2 cts. per 100 lbs.

The above figures will allow the lines east of Cairo, Gale, Thebes or East St. Louis the same as they receive out of the through rates authorized in C. F. A. Info. No. 5244, the lines south or west of Cairo, Gale, Thebes or East St. Louis having reduced their rates 1.8 cts. per 100 lbs., to the above crossings.

Letter June 16, file H-12221, from G. F. A. St. L. S. W. R. R. to the effect that rates on melons, C. L. minimum weight 25,000 lbs., to points beyond Mississippi River crossings from producing points, will be made on combination of locals on the river crossings, viz.: From

stations on St. L. S. W. Ry. in Missouri (except St. Louis) to East St. Louis and Bixby 11 cts. To Cairo and Thebes 8cts. per 100 lbs. as per St. L. S. W. Joint tariff No. 3907 (I. C. C. 2271), effective June 20th, 1905.

168. *Rates and Divisions from American Carbon Co. on St. Louis & Belleville Electric Ry.*

Laid over until next meeting.

There being no further business meeting adjourned until Tuesday, June 27th, 10 a. m.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 576."

Proceedings No. 129.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 11th, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. Ry.—J. C. Ryan.
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—F. H. Law.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. P. Hoy.
Vandalia R. R.—N. W. Taylor.
Wabash R. R.—
T. St. L. & W. R. R.—R. H. Sheill.
Term'l R. R. Ass'n.—

Also present:

Mr. W. C. Stith, F. T. M. Mo. Pac. Ry.

Meeting convened 10:30 a. m.

178. (170) *Cotton Piece Goods from Mills West of Mississippi River vs. Southern Mills to Trunk Line Points.*

This subject considered at meeting June 27th, as shown in proceedings No. 128.

At meeting to-day Mr. Stith was present to discuss the rate adjustment, but not being in a position to submit a definite proposition, at his request the subject was laid on the table.

179. (172) *Industrial Roads Switching at Granite City, Ill.*

As shown in proceedings No. 128, this subject was considered and laid over for investigation and report by G. F. A., C. P. & St. L. Ry.

G. F. A. Bushnell not being present at meeting to-day subject was laid over.

180. (177) *Rate on Low Grade Barytes, Ore, Potosi, Mo., to Eastern Cities.*

As shown in proceedings No. 128, June 27th, this subject referred to the Chief Inspector for information.

At meeting to-day communication giving the desired information was read and after consideration lines represented individually announced that it is deemed inexpedient to make any change in the present rating on this commodity.

181. (175) *Application for Change in Official Class'n, Regarding the Transportation of Beer in Bottles in Carriers.*

At meeting June 27th, proceedings No. 128, this subject referred to Chairman Official Class'n Committee for information.

At meeting to-day Chairman read communication giving the desired information and after discussion was instructed to refer the request to the Anheuser-Busch Brewing Ass'n for correction of Official Class'n

to provide for the acceptance of Beer, Ale or Porter in bottles, in carriers with pasteboard, instead of wooden covers, to the Official Class'n Committee with the recommendation that the Official Class'n be amended in line with the request, only so far as shipments in carload lots are concerned.

182. *Rate on Lumber from East St. Louis vs. Memphis to Eastern Cities.*

This subject brought up by correspondence from Sec'y St. Louis Traffic Bureau calling attention to the rates from East St. Louis as against rates from Memphis, etc.

After consideration of the subject the Chairman was individually instructed by lines represented to advise the applicant that the subject which he brings up had been one of much earnest consideration, but at the present time interested lines individually announce that they cannot see their way clear in taking action which would result in reduction of rates from East St. Louis.

Note.—The Chairman was also individually instructed to refer to letter of the Sec'y St. Louis Traffic Bureau to Chairman Tucker calling his attention to the menace the existence of the 29 cent rate Memphis to New York, etc., is to East St. Louis, with the request that he take such steps as may be necessary to have unauthorized proportional rates from Memphis to Eastern cities withdrawn.

183. *Shipping Receipts to Be Typewritten.*

C. F. A. Advice Letter No. K-788½ was submitted, but as action on the part of the Committee was not deemed necessary, subject was ordered stricken from the docket.

184 *Irregularities in Handling Traffic from the East to Western Points.*

This subject was brought up by letter June 24th,

file 5359, from Chairman C. F. A., which was read and after discussion the Chairman was instructed to reply to Chairman C. F. A. that as conditions at St. Louis are not the same as at Chicago, action corresponding to that of the Chicago Committee is unnecessary here because rates of Western lines applying from Depots of Eastern Lines at E. St. Louis and through rates are made on the East St. Louis combination.

185. (159) *Rates on Lumber, C. L., East St. Louis to Howard City and St. Louis, Michigan.*

At meeting June 6th, proceedings 126, this subject referred to C. F. A. for consideration. At meeting to-day Chairman called attention to Subject No. 6140, page 140 of C. F. A. June proceedings, showing action taken on above subject and it was decided that action as per C. F. A. June 14th proceedings subject 6140 will govern.

R. M. Fraser, Chairman.

Adjourned.

"Complainant's Exhibit Fraser No. 577."

Proceedings No. 130.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., July 18, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—F. H. Law.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—C. D. Morris.

Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.—
T. St. L. & W. R. R.—Ed Keane.

Meeting Convened at 10:30 a. m.

186. (179) *Industrial Roads Switching at Granite City, Illinois.*

At meeting July 11th, proceedings No. 129, this subject laid over account of absence of G. F. A., C. P. & St. L. Ry.

At meeting to-day Mr. Bushnell stated that as their General Manager had been away most of the time since June 27th meeting, he had been unable to bring the subject of reduction in switching allowance to his attention.

After discussion subject was ordered stricken from the docket.

187. (182) *Rates on Lumber from East St. Louis vs. Memphis to Eastern Cities.*

As shown in proceedings No. 129, July 11, this subject was referred to Chairman C. F. A. At meeting to-day letter 13th, file 10845-A, from Chairman Central Freight Ass'n, was read and subject ordered stricken from the docket.

188. (148) *Minimum Weights on Wall Plaster.*

At meeting to-day letter 14th, file Info. 5976, from Chairman C. F. A., was read calling attention to Special Rates on Wall Plaster, subject to minimum weight of 30,000 lbs., and requesting that minimum be made 40,000 lbs., and after discussion following action taken:

Recommended to the Central Freight Ass'n that effective Sept. 1st, the minimum weight on Wall Plaster, as shown in C. F. A. Info. 5976, be made 40,000 lbs.

189. (93) *Proportional Rate on Wheat from East St. Louis to C. F. A. Points.*

This subject was last considered at meeting April

18th, proceedings No. 119 brought up again by letter from Chairman C. F. A., which was read and after discussion the Chairman was instructed to advise Chairman C. F. A. that the proportional rate from East St. Louis to Toledo and Detroit now held by the direct lines, is 7 cts., which justifies the Vandalia and Big Four (the latter of which has not yet published less than 7½c) to quote 7 ct. rate and that inasmuch as under Joint Rate Committee agreement the East St. Louis rates are applied from Upper Mississippi River Crossings and pro-rated under Joint Committee Rules via Chicago and Peoria, we think it would be better to cancel the application of Joint Rate Committee divisions on grain to Central Freight Ass'n points and establish specific proportional rates from East St. Louis, Peoria, and Chicago in the manner established on Export and Trunk Line grain last spring which will prevent unnecessary loss of revenue on the part of the C. F. A. Roads on Trans-Mississippi River grain, destined to C. F. A. points and create better conditions than now exist.

190. (165) *Rates on Zinc Oxide.*

This subject last considered at meeting June 20th, proceedings No. 127, brought up again by letter from Chairman C. F. A., which was read and subject laid over until next meeting.

191. *Application for Carpenters' Mouldings to Be Included in List of Articles Taking Lumber Rates.*

This subject, brought up by letter from a shipper, which was read and after discussion following adopted:

Recommended, To the Central Freight Ass'n, that Carpenters' Moulding be included in the list of articles taking Lumber Rates to points in C. F. A. territory.

192. (159) *Rates on Live Poultry, C. L., from Mississippi River Points via East St. Louis vs. Chicago to Western Termini of Trunk Lines and East Thereof.*

As shown in proceedings No. 126, June 6th, this sub-

ject referred by Chairman Central Freight Ass'n to the Committtee on Relations with Western Roads.

At meeting to-day Chairman read correspondence from Chairman C. F. A. to the effect that Chairman of the Western Trunk Lines Committee advises that Western Lines are not agreeable to establish through tariffs on this traffic.

Chairman also stated that he had taken subject up with Chairman C. F. A. requesting that he submit result of his correspondence with Chairman Western Trunk Lines Committee to members by Advice Letter and again submit the proposition as per C. F. A. Advice Letter K-703, but had as yet received no reply.

In view of the above, action on the subject was deferred until next meeting.

193. (124) *Rules Governing Transit Grain.*

This subject last considered at meeting May 16th, proceedings No. 123.

At meeting to-day Chairman read letter from the Chief Inspector to the effect that Western Lines were opposed to the proposition and the subject was laid over on the table.

194. *Rates and Divisions on Import Sisal, C. L., Texas Ports via E. St. Louis to Xenia and Newark, O.*

This subject, brought up by letter from a member, which was read and after discussion was laid on the table.

195. *Wabash Switches in North St. Louis.*

This subject submitted to members by Circular Letter No. 313.

Question raised to-day by letter from a member as to whether it was the intention of the Wabash to include this extension in their regular tariff at the rates shown therein.

A. G. F. A. Wabash stated that their rates to Baden will be the same as to other points in the Switching Limits, viz.: 1 cent per 100 lbs., minimum $5.00 per car.

On motion meeting adjourned until Tuesday, July 25th, 10 a. m.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 578."

Proceedings No. 131.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Aug. 1st, 1905.

Representation:

B. & O. S. W. R. R.—Ed. Hart, Jr.
C. & A. R. R.—J. C. Ryan.
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—C. W. Galligan.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—L. J. Irwin, W. C. Lindsay.
Southern Ry.—C. D. Morris.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—
Term'l R. R. Ass'n.—
T. St. L. & W. R. R.—R. H. Shiell.

Meeting convened 10:30 a. m.

196. (190) Rates on Zinc Oxide.

At meeting July 18th, Proceedings No. 130, this subject laid over for investigation.

At meeting today it was stated that definite conclusion on the proposition had not been reached and the subject was again laid over until next meeting.

197. (192) Rates on Live Poultry, C. L., from Missouri River Points Via East St. Louis to Western Termini of the Trunk Lines and East Thereof.

This subject last considered at meeting July 18th,

Proceedings No. 130. As definite action on the proposition as per C. F. A. Advice Letter No. K-835, had not been received, further consideration was deferred.

198. *Application for Reduced Rate on Barytes Ore from Blackwell, Mo., East St. Louis to Eastern Cities.*

This subject brought up by letter from a member submitting correspondence from a shipper which was read and after general discussion lines represented individually announced that it was deemed inexpedient to make any change in the present rating on the Commodity.

199. (189) *Proportional Rate on Wheat from East St. Louis to Western Termini Points.*

This subject last considered at meeting April 18th, Proceedings No. 130, brought up again by telegrams and letters from Chairman C. F. A., which were read and roads represented individually announced their intention to make effective Aug. 21st rates on Wheat to Western Termini Points, 11½ cts. per 100 lbs., provided Upper Mississippi River Crossing Roads will do likewise. The Chairman to take the subject up with Chairman Central Freight Ass'n. with that end in view and advise members result by Circular Letter.

200. Minimum Carload Weight on Export Grain Products.

This subject submitted to members by Circular Letter No. 314, July 19th. Replies not having been received from all members subject was docketed for consideration today.

After due consideration, it was

Recommended, To the Central Freight Ass'n. the application of the Domestic Carload minimum, as per current Official Class'n. on Export Grain Products.

201. Rates on Sand, Klondike, Mo., to Terre Haute, Indiana.

This subject brought up by C. F. A. I. C. C. Advice

Letter No. 439, July 21st, item One (1), and after discussion subject laid over until next meeting.

202. (78) *Rates on Cotton Seed Meal, Etc., from Arkansas Points.*

This subject last considered at meeting April 5th, Proceedings No. 117, and Chairman instructed to take subject up with the Arkansas Freight Committee with the view of bringing about the publication of Through rates and divisions. Action of the C. F. A. and this Committee was transmitted to Chairman Arkansas Freight Committee by letter April 5th.

The subject was brought up again at meeting today by letter from a member which was read and after discussion following action taken:

Whereas, The Arkansas Lines have failed to provide through rates as contemplated when the matter was referred back to this Committee at meeting C. F. A., March 15-16, we reaffirm the preamble and resolution of March 7th, Proceedings No. 114, transmitted to Chairman C. F. A. by letter March 8th, file 5003, for submittal to interested lines by Advice Letter.

The Chairman requested leave of absence which was granted.

On motion meeting adjourned until Tuesday, Sept. 5th, 1905.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 579."

Proceedings No. 132.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 5, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.

C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L Ry.—E. L. Roederer.
I. C. R. R.—F. H. Law.
Southern Ry.—C. D. Morris.
L. H. & St. L. Ry.—W. C. Lindsay.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Terminal R. R. Ass'n.
T. St. L. & W. R. R.

Meeting convened 10:30 a. m.

203. (196) Rates on Zinc Oxide.

As shown in Proceedings No. 131, Aug. 1st, this subject was under consideration and laid over for further investigation.

At meeting today the member having 23 ct. basis, E. St. Louis to New York, in effect stated that they had not altered their position, i. e., they were of the opinion that Zinc Oxide should be carried on the same basis of rates to Trunk Line Territory as Sublimed Lead, etc., and after discussion following recommendation to the C. F. A. was adopted.

Whereas, Zinc Oxide is a product of Zinc Ore, derived in the same manner as Sublimed Lead is derived from Lead Ore, and

Whereas, The general appearance of Zinc Oxide and the purposes for which it is used substantially the same as those of Sublimed Lead, Barytes, etc., and the value is less,

We Recommend, To the Central Freight Association that the current rates on Sublimed Lead be also authorized on Zinc Oxide from East St. Louis to C. F. A. and Trunk Line Territories. The objections to the Eastern Lines to this adjustment have been noted, but we consider that the rates in one direction are not the proper measure for rates in the opposite direction under all circumstances, and believe that the rates in each

direction shall be adjusted solely with reference to the commercial conditions which exist eastbound or westbound as the case may be.

Note.—The Gould Lines are making a strong effort to secure this business and will maintain their current rates regardless of any advance which may be made all rail, so that the withdrawal of the present eastbound rates as proposed by the Eastern Lines will not remedy the commercial conditions at the Eastern Seaboard, which are fixed by the rates available through Gulf Ports.

204. Rates on Anodes, Base Bullion, Blister Copper, Etc.

This subject brought up by letter Chairman C. F. A. which was submitted to members by Circular Letter No. 317, August 11th.

After discussion of the proposition at meeting today the subject was referred to a meeting of Rate Clerks, with instructions to line up tariffs in accordance with interpretation of Chairman, Central Freight Ass'n.

Note.—In connection with the above the Chairman to write Chairman C. F. A. and call his attention to the omission from Info. 1349-A of "Note" to the effect that Atlantic Seaboard rates should not be scaled back to interior points.

205. Rates on Zinc White Lead.

This subject brought up by letter from Chairman C. F. A., which was submitted to members by Circular Letter No. 318, Aug. 28th.

After discussion of the subject today, it was

Recommended, To the Central Freight Association that Zinc White Lead be included in the list of articles on which apply the special rates now in effect on Zinc Lead Flue Dust, as suggested by Chairman Central Freight Ass'n.

206. *Starch and Corn Feed in C. B. & Q. R. R. Tariff in List of Articles Entitled to Milling in Transit Rules.*

This subject brought up by letter Chairman C. F. A. calling attention to action by the Chicago Committee on above subject.

At meeting today after discussion some of the members were of the opinion that the T. St. L. & W. R. R. has divisions with the C. B. & Q. via East St. Louis and in view of the absence of the T. St. L. & W. representative, subject laid over until next meeting.

207. (197) *Proportional Rates on Live Poultry from Stations in Missouri, Kansas and Nebraska.*

This subject last considered at meeting Aug. 1st., Proceedings No. 131, brought up again by letter from Chairman C. F. A. which was submitted to members by Circlar Letter No. 321, and after discussion at meeting today subject was laid over until next meeting account absence of T. St. L. & W. R. R. representative.

208. (39) *Missouri Pacific Joint Percentage Sheet No. 698-C, Effective August 1, 1905.*

This subject last considered at meeting Feb. 14, Proceedings No. 111, brought up again by letter from a member which was submitted by Circular Letter No. 322.

After discussion today it was

Moved, That the subject be referred to the Rate Clerks with the view of establishing a uniform basis of divisions with the Missouri Pacific in accordance with existing authorities.

209. (111) *Rates on Burlap and Gunny Bags, C. L. and L. C. L. East St. Louis vs. New Orleans to C. F. A. Points.*

This subject last considered May 2nd, Proceedings No. 121, and referred to Chairman C. F. A. The Chairman stated that in view of the numerous requests re-

ceived as to disposition of the subject and seeming inability to secure action on the part of Southern Lines, he had placed the subject on the docket for the purpose of ascertaining whether members desired to take any action.

Recent correspondence on the subject was read and after discussion the Chairman was instructed to keep the subject off the docket until something definite is secured.

210. (202) *Rates on Cotton Seed Meal, Etc., Originating West of Mississippi River, Including Arkansas Points.*

This subject last considered at meeting Aug. 1st, Proceedings No. 131. At meeting today letters Aug. 29th and 30th, file 8582, from Chairman Central Freight Ass'n. were read and after discussion the following adopted:

Recommended, To the Central Freight Association that Lines east of East St. Louis be authorized to apply the proportion of the Cairo Rates on shipments of Cotton Seed Ashes, Cake, Hulls, Motes, Meal, etc., originating at points west of the Mississippi River billed locally to East St. Louis and then reconsigned to Eastern destinations or handled under through consignments to Eastern destinations.

211. *Tobacco, Leaf, Unmanufactured, in Bundles, Bales, Crates, Cases or Hogsheads.*

This subject brought up by letter from Chairman Official Class'n. Committee, requesting information as to whether there was any reason why the term "Unmanufactured" should continue to be applied to Leaf Tobacco.

After discussion the Chairman was instructed to advise Chairman Official Class'n Committee that this Committee does not know of any reason why the term "Unmanufactured" should still continue to be applied to Leaf Tobacco.

212. Rates and Divisions on Rice and Rice Products from New Orleans, Louisiana, to C. F. A. and Western Termini Published by Mo. Pac. Division Sheet 796.

This subject was brought up by letter from a member which was read and after discussion laid on the table, the opinion of some of the members being that this Committee had no jurisdiction over per cents between individual lines.

223. (149) Rates on Grain and Grain Products to C. F. A. Points.

This subject was last considered at meeting May 30th, proceedings No. 125. On request of a member the Rate Clerks made a re-check of the rates Aug. 29th and at meeting to-day their recommendation approved with the exception that the rates to Anderson, Kokomo, Marion, Muncie and Wabash, Ind., were made 8 cts. per 100 lbs., and the Chairman was instructed to submit to Central Freight Assn't for approval and promulgation, rates from East St. Louis to Basing Points as per minimum Basing Book No. 9 and amendment, as follows:

To.	In cts. per 100 lbs.
Akron, Ohio	11½
Anderson, Ind.	8
Ashland, Ky.	13½
Athens, Ohio	11½
Auburn, Ind.	10½
Auburn Jct., Ind.	10½
Avilla, Ind.	10½
Bay City, Mich.	10½
Benton Harbor, Mich.	10½
Brazil, Ind.	7
Carson, Mich.	12
Chillicothe, O.	10½
Circleville, O.	10½
Cleveland, Ohio	11½
Columbus, Ohio	10½
Coshocton, Ohio	12½
Crawfordsville, Ind.	7
Dayton, Ohio	10½
Defiance, Ohio	10½
Delphos, Ohio	10½
Detroit, Mich.	10½
E. Tawas, Mich.	16

To.	In cts. per 100 lbs.
Ft. Wayne, Ind.	10
Frankfort, Ind.	7
Grand Rapids, Mich.	10½
Green Castle, Ind.	7
Harbor Beach, Mich.	12
Hillsboro, Ohio	10½
Indianapolis, Ind.	7
Ironton, Ohio	11½
Jackson, Mich.	10½
Kokomo, Ind.	8
Lafayette, Ind.	7
Lancaster, Ohio	11½
Logansport, Ind.	8
Loveland, Ohio	10½
Makinaw City, Mich.	18
Manistee, Mich.	12½
Mansfield, Ohio	11½
Marietta, Ohio	12½
Marion, Ind.	8
Midland City, Ohio	10½
Mitchell, Ind.	8
Muncie, Ind.	8

Newark, Ohio	11½	Toledo, Ohio	10½
N. Manchester, Ind	10	Travers City, Mich.	15
N. Vernon, Ind.	8	Van Wert, Ohio	10½
Oakland City, Ind.	7	Vincennes, Ind.	6
Piqua, Ohio	10½	Wabash, Ind.	8
Pt. Huron, Mich.	11	Washington, Ind.	7
Portsmouth, Ohio	11½	Washington, C. H., Ohio.	10½
Princeton, Ind.	6	W. Lebanon, Ind.	7
Sandusky, Ohio	11½	Worthington, Ind.	7
S. Bend, Ind.	10	Youngstown, Ohio	13½
Springfield, Ohio	10½	Zanesville, Ohio	12½
Terre Haute, Ind.	6		

Note.—Rate is made to Mitchell and North Vernon, Ind., 8 cts. per 100 lbs., same as in effect to Louisville, Ky., and Cincinnati, O., but should be advanced to 10 cts. per 100 lbs., when C. & O. R. and St. Louis-Cincinnati-Louisville Freight Committee advance their rates to Cincinnati, Jeffersonville, New Albany, Louisville, etc., to that figure.

There being no further business, on motion meeting adjourned until Tuesday, Sept. 19th, on account of C. F. A. meeting in Chicago next week.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 580."

Proceedings No. 132½.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Rate Clerks.

St. Louis, Mo., Sept. 8th, 1905.

Representation:

B. & O. S. W. R. R.—F. Dougall.
C. & A. R. R.—
C. & R. I. R. R.—
C. P. & St. L. Ry.—
C. C. C. & St. L. Ry.—L. H. Mussman.
Ill. Cent. R. R.—F. Steeg.
L. H. & St. L. Ry.—
Southern Ry.—C. P. Hoy.

Vandalia R. R.—C. B. Sudborough.
Wabash R. R.—F. A. Barner.
T. St. & W. R. R.—

Meeting convened 1 p. m.

As instructed at meeting Sept. 5th, proceedings No. 132, subject No. 204, the rate clerks met in this office to-day to line up tariffs on concentrate, viz.: Copper, Lead, Ore and Zinc, Cooper Anodes, Bullion Blister, C. Bars, Ingots, etc., Sulphate of Copper, Pig Lead, Spelter and Base Bullion; Ore, viz.: Antimony, Lead, Silver and Zinc as described in C. F. A. Info. No. 1349-A, items No. 38, 39, 40, 48 and 59, in accordance with the interpretation of Info. No. 1349-A by Chairman Central Freight Ass'n, and after discussion, individually announced adoption of rates as follows:

	Cts.		Cts.
Boston	17½	Philadelphia	13½
New York	15½	Baltimore	12½

From East St. Louis to:

	Cts.		Cts.
Albany	15½	Syracuse	12½
Troy	15½	Rochester	12½
Utica	15½	Emporium	12½

Note.—Above figures to Seaboard cities are authorized in Info. No. 1349-A and those figures were used in arriving at rates to interior cities, viz.: New York rate applied to Albany, Troy and Utica and points taking same rate; Baltimore rate applied to Syracuse, Rochester, Emporium and points taking same rates.

Note.—Members of the St. Louis Eastbound Freight Committee to correct their tariffs accordingly effective Oct. 1st, 1905.

The Chairman to secure concurrence of lines not represented.

Note.—Lines not represented were conferred with and have concurred in the above action.

Missouri Pacific Joint Percentage Sheet No. 698-C, Effective August 1st, 1905.

As shown in proceedings No. 132, Sept. 5th, subject No. 208, this subject was referred to the Rate Clerks with the view of establishing a uniform basis of divisions with the Missouri Pacific in accordance with existing authorities and after discussion of the proposition by the Rate Clerks at meeting to-day following was adopted:

Recommended, That action on Missouri Pacific Joint Percentage Sheet No. 698-C be deferred pending C. F. A. action on Advice Letter No. J-333, etc., information having been received that action probably be taken at meeting next week (13th and 14th.)

Adjourned.

R. M. Fraser, Chairman.

N. B.—Copies (2) sent resident members only.

"Complainant's Exhibit Fraser No. 581.

Proceedings No. 133.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a meeting of the Freight Committee.

St. Louis, Mo., Sept. 19, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—
C. & E. I. R. R.—A. D. Murray.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
I. C. R. R.—J. R. Peachy.
L. H. & St. L. Ry.—W. C. Lindsay.
Southern Ry.—

Vandalia R. R.—H. R. Griswold.
Wabash R. R.—P. W. Coyle.
Term. R. R. Ass'n.
T. St. L. & W. R. R.—

Meeting Convened 10:30 a. m.

214. (*206*) *Starch and Corn Feed in List of Articles Entitled to Milling in Transit Rules.*

As shown in proceedings No. 132, Sept. 5th, this subject laid over on account absence T. St. L. & W. R. R. representative.

At meeting to-day attention was called to action taken at C. F. A. meeting (13th and 14th inst.) on this subject and after discussion the subject was ordered stricken from the docket.

215. (*207*) *Proportional Rates on Live Poultry from Stations in Missouri, Kansas and Nebraska.*

This subject considered at meeting Sept. 5th, proceedings No. 132, and laid over. At meeting to-day Chairman read correspondence on the subject and after discussion it was

Recommended, To the Central Freight Ass'n, that the proportional rates in C. F. A. Info. Circulars 6019 and 1432, series A, be cancelled and full local rates from East St. Louis be maintained on all Trans-Mississippi River shipments of Live Poultry.

216. (119) *Allowance of* 500 *Lbs. to Cover Weight of Stakes Used on Flat or Gondola Cars Loaded With Lumber.*

This subject last considered at meeting May 9th, proceedings No. 122. At meeting to-day account of action of C. F. A. on the subject at meeting 13th and 14th inst., it was

Moved, That the subject be tabled.

217. (208) *Missouri Pacific Joint Percentage Sheet No. 698-C, Effective August 1st,* 1905.

At meeting Sept. 5th, proceedings No. 132, this sub-

ject referred to Rate Clerks, who recommended at their meeting Sept. 8th, 1905, that action be deferred pending C. F. A. action on Advice Letter J-333, etc. At meeting to-day it was stated that the Special Committee having this and similar subjects under consideration did not, as expected, meet on Sept. 6th, and after discussion, it was

Moved, That the subject be laid over pending action of the Special Committee having matters of divisions with Southern Lines in charge.

218. (116) *Lumber, Etc., Potosi, Mo., via E. St. Louis to Eastern Cities.*

This subject last considered at meeting May 9th, proceedings No. 122. At meeting to-day Chairman read letter from Chairman C. F. A. to the effect that the T. St. L. & W. R. R. would not comply with the request to maintain authorized regulations and charge full local rates east of East St. Louis on the traffic, and it was

Moved, That the subject be tabled.

219. *Letter from Fidelity Transfer Co. Regarding Issue of Bills of Lading.*

This subject was brought up by letter from the above named company which was read and after discussion the Chairman was instructed to reply to the Fidelity Transfer Co. to the effect that the Committee had no jurisdiction in the case and refer them to the individual roads, members of this Committee.

220. (201) *Rate on Sand, Klondike, Mo., to Terre Haute, Ind.*

This subject last considered at meeting August 1st, proceedings No. 131, and laid over. At meeting to-day attention was called to the proceedings of a Conference Meeting of Chicago, St. Louis and Peoria lines held in C. F. A. rooms, Sept. 7th. 1905, on above subject at which time action was taken disposing of the subject, and it was

Moved, That the subject be tabled.

221. *Rates and Divisions on Citrus and Deciduous Fruits.*

This subject brought up by letter from Chairman C. F. A. which was submitted to members by Circular Letter No. 323 for their information.

No action on the part of this Committee being necessary at meeting to-day, the subject was tabled.

222. *Electrostyle Slimes—Official Class'n. Ruling Thereon.*

This subject brought up by letter from Chairman C. F. A. which was submitted to members by Circular Letter No. 324 for their Information.

As action on the part of this Committee was unnecessary, at meeting today the subject was tabled.

There being no further business, on motion meeting adjourned until Tuesday, Sept. 26th, 10:00 a. m.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 582."

Proceedings No. 131½.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Rate Clerks.

St. Louis, Mo., Aug. 29, 1905.

Representation:

B. & O. S. W. R. R.—J. Dougall.
C. & A. R. R.
C. P. & St. L. Ry.—W. M. Bushnell, by R. M. Fraser.
C. C. C. & St. L. Ry.—L. H. Hussman.
C. & E. I. R. R.
I. C. R. R.—F. H. Law.
L. H. & St. L. Ry.
Southern Ry.—C. P. Hoy.

Vandalia R. R.—C. B. Sudborough.
T. St. L. & W. R. R.—R. H. Sheill.
Wabash R. R.

Rates on Grain and Grain Products to C. F. A. Points.

At meeting today held pursuant to call issued by Circular Letter No. 320, Aug. 28th, the Rate Clerks checked in rates on Grain and Grain Products to Central Freight Ass'n. Points with the view of restoring same as near as possible to authorized figures promulgated by Central Freight Ass'n. Info. No. 5585, Dec. 6th, 1904, and amended by No. 5628, Jan. 7th, 1905, and recommended to the General Committee the establishment, effective on date to be named by them, rates to be basing Points as per minimum Basing Book No. 9 and amendment as follows:

To	In cts. per 100 lbs.
Akron, Ohio	11½
Anderson, Ind.	9
Ashland, Ky.	13½
Athens, Ohio	11½
Auburn, Ind.	10½
Auburn Jct., Ind.	10½
Avilla, Ind.	10½
Bay City, Mich.	10½
Benton Harbor, Mich.	10½
Brazil, Ind.	7
Carsonville, Mich.	12
Chillicothe, Ohio	10½
Circleville, Ohio	10½
Cleveland, Ohio	11½
Indianapolis, Ind.	7
Ironton, Ohio	11½
Jackson, Mich.	10½
Kokomo, Ind.	9
Lafayette, Ind.	7
Lancaster, Ohio	11½
Logansport, Ind.	8
Loveland, Ohio	10½
Makinaw City, Mich.	18
Manistee, Mich.	12½
Mansfield, Ohio	11½
Marietta, Ohio	12½
Marion, Ind.	9
Midland City, Ohio	10½
Mitchell, Ind.	8
Muncie, Ind.	9
Newark, Ohio	11½
N. Manchester, Ind.	10
N. Vernon, Ind.	8
Oakland City, Ind.	7

To	In cts. per 100 lbs.
Columbus, Ohio	10½
Coshocton, Ohio	12½
Crawfordsville, Ind.	7
Dayton, Ohio	10½
Defiance, Ohio	10½
Delphos, Ohio	10½
Detroit, Mich.	10½
East Tawas, Mich.	16
Ft. Wayne, Ind.	10
Frankfort, Ind.	7
Grand Rapids, Mich.	10½
Green Castle, Ind.	7
Harbor, Beach, Mich.	12
Hillsboro, Ohio	10½
Piqua, Ohio	10½
Pt. Huron, Mich.	11
Portsmouth, Ohio	11½
Princeton, Ind.	6
Sandusky, Ohio	11½
S. Bend, Ind.	10
Springfield, Ohio	10½
Terre Haute, Ind.	6
Toledo, Ohio	10½
Travers City, Mich.	15
Van Wert, Ohio	10½
Vincennes, Ind.	6
Wabash, Ind.	9
Washington, Ind.	7
Washington C. H., Ohio.	10½
West Lebanon, Ind.	7
Worthington, Ind.	7
Youngstown, Ohio	13½
Zanesville, Ohio	12½

Note.—Rate is made to Mitchell and North Vernon, Ind., 8 cts. per 100 lbs., same as in effect to Louisville, Ky., and Cincinnati, O., but should be advanced to 10 cts. per 100 lbs., when C. & O. R. and St. Louis-Cincinnati-Louisville Freight Committee advance their rates to Cincinnati, Jeffersonville, New Albany, Louisville, etc., to that figure.

Members of the general committee are hereby requested to give this report consideration with the view of disposing of the subject at meeting Tuesday, Sept. 5th.

R. M. Fraser, Chairman.

Adjourned.

N. B.—Copies (2) sent to resident members only.

"Complainant's Exhibit Fraser No. 583."

Proceedings No. 134.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Sept. 26, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.
C. & E. I. R. R.
C. P. & St. L. R. R.—W. M. Bushnell.
C. C. C. & St. L. Ry.—Walter Nichols.
Ill. Cent. R. R.—F. H Law.
L. H. & St. L. Ry.
Southern Ry.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.
Term. R. R. Ass'n.
T. St. L. & W. R. R.—R. H. Sheill.

Meeting convenerd at 10:30 a. m.

223 (215 *Proportional Rates on Live Poultry.*

This subject considered at meeting Sept. 19th, Proceedings No. 133, and recommendation made to C. F. A. to cancel proportional rates on Info. Circulars No. 6019 and 1432 series A (said rates were cancelled by C. F. A. Info. Nos. 6118 and 1465), brought up again at meeting today by letter from A. G. F. A. T. St. L. & W. R. R. protesting against the action of the Committee, which was read and after discussion the T. St. L. & W. R. R. representative stated "I wish to say for the Clover Lead Road that our G. F. A. will notify Chairman Central Freight Ass'n. that this company will not withdraw its proportional rates on Live Poultry, but will extend them if we find it necessary."

In view of the above statement the Chairman was instructed to inform Chairman Central Freight Ass'n. that the T. St. L. & W. R. R. advised the Committee that notification will be received by him from Mr. W. L. Ross, G. F. A., outlining fully the position of the T. St. L. & W. R. R. in this matter, and that further consideration of the subject by this committee be deferred.

224. *Rates and Divisions to Havana and Other Cuban Ports Via New York vs. Gulf of Mexico.*

This subject brought up by letter from a member which was read.

On account of the member bringing the subject up not being present, action was deferred until next meeting.

225. (213) *Rates on Grain and Grain Products to C. F. A. Points.*

As shown in Proceedings No. 132, Sept. 5th, this subject was considered and recommendation made to Central Freight Ass'n.

At noon today, letter from Chairman Central Freight Association to the effect that owing to objections offered the rates will be reviewed by joint conference of Chi-

cago, Peoria and East St. Louis Lines at meeting called for Chicago, Sept. 29th, C. M. No. 297, was read.

In view of the call for meeting on Friday, 29th inst., the subject was tabled.

226. (161) *Prepayment of Freight Charges on Range Horses.*

This subject last considered at meeting June 20th, Proceedings No. 127, brought up again today by recent correspondence from the Inspection Bureau, citing shipments on which freight charges, etc., were not prepaid and after discussion the following was adopted:

Moved, That the Inspection Bureau be requested to enforce the present legislation to the best of its ability.

227. *C. F. A. Call for Meeting No. 296 Regarding Prizes with Cereals, Etc.*

The Chairman was instructed to place this subject on the docket for next meeting.

There being no further business, on motion meeting adjourned.

R. M. Fraser, Chairman.

"Complainant's Exhibit Fraser No. 584."

Proceedings No. 139.

ST. LOUIS EASTBOUND FREIGHT COMMITTEE.

Proceedings of a Meeting of the Freight Committee.

St. Louis, Mo., Oct. 31st, 1905.

Representation:

B. & O. S. W. R. R.—Edw. Hart, Jr.
C. & A. R. R.—J. C. Ryan.
C. & E. I. R. R.—A. D. Murray, R. E. Englebrecht.
C. P. & St. L. Ry.—W. M. Bushnell.
C. C. C. & St. L R. R—Walter Nichols

Ill. Cent. R. R.—J. R. Peachy.
L. H. & St. L. Ry.
Southern Ry.—R. A. Campbell.
Vandalia R. R.—H. R. Griswold.
Wabash R. R.
Term. R. R. Ass'n.
T. St. L. & W. R. R.—G. E. Roemer.

Meeting convened at 10:30 a. m.

244. (60) *Rates on Wool.*

At meeting March 7th, Proceedings No. 104, when this subject last considered it was referred to the Official Class'n. Committee for consideration. At meeting today Chairman read letter from Chairman Official Class'n. Committee to the effect that at a recent meeting the Committee did not see their way clear to make any change in the existing legislation and the subject was ordered tabled.

245. (242) *Rate on Export Flour to Points on the Coast of Maine East of Portland, Etc.*

This subject last considered at meeting Oct. 17, Proceedings No. 137, and laid over until definite reply received from Chairman C. F. A.

At meeting today letter from Chairman Central Freight Ass'n. was read and after discussion of the proposition it was individually announced that the terms and conditions of C. F. A. Info. 1473 series A covered by Special Notice No. 1629, be adhered to and enforced.

246. (229) *Proportional Rates on Live Poultry.*

This subject last considered at meeting Oct. 3rd, Proceedings 123, brought up again by letter from a member, which was submitted by Circular Letter 327. As replies had not been received from all, subject placed on docket and after discussion today subject was tabled. The Chairman was instructed to give the member the information asked for when he received replies from all the members.

247. (221) *Rates and Divisions on Citrus and Deciduous Fruits.*

This subject last considered at meeting Sept. 19th, Procedings No. 133, and tabled—brought up again by letter from Chairman C. F. A., which was submitted to members by Circular Letter No. 236, and after discussion at meeting today the subject was laid on the table.

248. *Chatts, C. L., East St. Louis to Terre Haute, Ind.*

This subject brought up by letter from a member making application for rate of 90 cts. per ton on Chatts, East St. Louis to Terre Haute, Ind., the member stating they were informed by a shipper that he thought he could move some of the business on that basis, which is 10 cts. higher than the Sand Rate.

After due consideration it was

Recommended, To the Central Freight Ass'n, that the rate of 90 cts. per ton, minimum weight, marked capacity of car, be established on Chatts, East St. Louis to Terre Haute, Ind.

249. *Rule 27 Official Classification Not Being Enforced.*

This subject last considered at meeting November 11th, 1904, proceedings No. 103, and referred to the Official Class'n Committee.

At meeting to-day letter from Chairman Official Class'n Committee was read to the effect that the Committee at a recent meeting did not see their way clear to make any change in rule in question and the subject was ordered tabled.

250. (238) *Proper Rating to Apply on Chicken Feed.*

This subject last considered at meeting Oct. 10th, proceedings No. 136, brought up again by letter from shippers requesting a hearing which was granted at meeting to-day and the various shippers were present and presented their arguments for a reduced rating, both verbally and in writing.

After discussion of the proposition it was decided that the matter be referred to the Official Class'n Committee for consideration.

251. *Rates and Divisions from and to Monroe and Shreveport, La., and Points in Cincinnati-Louisville Territory.*

Above subject brought up by letter from Chairman C. F. A. calling attention to through rates and percentages authorized by C. F. A. Information No. 2541, etc., and requested to know whether the Committee was willing to have the percentage arrangement so modified that locals will be the maximum allowed thereunder to the east or west of East St. Louis. After discussion the Chairman was instructed to advise Chairman Central Freight Ass'n that the Committee recommends that an amendment be issued to Info. No. 2541 providing for locals as maximum either east or west of East St. Louis.

252. (180) *Application for Change in Official Class'n Regarding the Transportation of Beer in Bottles in Carriers.*

At meeting July 11th, proceedings No. 120, when this subject was last considered, the subject was referred to the Official Class'n Committee. At meeting to-day letter from Chairman Official Class'n Committee was read to the effect that at recent meetings the Committee did not see their way clear to make any change in existing legislation and subject was laid on the table.

253. (243) *Rates on Cotton Seed Meal, Etc., Originating West of the Mississippi River, Including Arkansas Points.*

This subject last considered at meeting Oct. 17, proceedings No. 137, and laid over.

It was understood at last meeting when this subject was laid over that a member would draft a resolution to be submitted to the Committee. At meeting to-day the member stated that after consideration of the

proposition he had decided to withdraw his former motion and after further consideration of the subject today, following recommendation to the C. F. A. was adopted:

Recommended, To the Central Freight Ass'n, that the practice recently authorized as per C. F. A. Info. 1471, series A, and 6125, of accepting from East St. Louis to Eastern points the proportion of the Cairo, Gale or Thebes rates in connection with the local rate to East St. Louis on Cotton Seed Meal, Motes, Hulls, Cake and Ashes, etc., from points west of the Mississippi River be discontinued and that proportional rates be established by tariff from East St. Louis 1 cent per 100 lbs. less than from Cairo, Gale or Thebes; said proportional rates to be applied on through or reconsigned shipment.

Under this recommendation it will not be permissible to pro rate the rate as per C. F. A. Info. No. 998 and 1120, series A, or subsequent issues thereof which should be amended accordingly.

This recommendation, if adopted, will have the effect of cancelling Info. 1471, series A and 6125.

254. (142) *Absorption of Intermediate Switching at St. Louis and East St. Louis.*

This subject last considered at meeting May 23, proceedings No. 124, brought up again by letter from a member to the effect that they had reason to believe certain roads are not conforming to Circular Letter No. 308.

After discussion the subject was laid over until next meeting, it being understood that in the meantime members would investigate whether or not they were absorbing any switching contrary to Circular Letter 308.

255. *Day and Time for Regular Meeting of the Committee.*

The above subject was docketed with the view of having members decide what change, if any, would be

made in the day and time of meeting in order to, if possible, have all members present at the time named. After discussion it was decided to cancel action which provides 30 minutes for members to provide as shown in proceedings No. 104, Dec. 2nd., 1904, and it was

Resolved, That future meetings be held at the Committee Rooms, 314 Wainwright Building on Tuesday of each week at 10:00 o'clock a. m. sharp.

256. *Rates on Boxes or Caddies Plug Tobacco Carloads.*

This subject was brought up by letter from a member which was read and after discussion following action taken:

Whereas, Special Commodity rates have been established on Tobacco Boxes or Caddies from Louisville, Ky., to various points as per C. F. A. Info. Nos. 6112 and 1463, series A, and

Whereas, The same conditions obtain at this point. Be it

Recommended, To the Central Freight Ass'n, that rates be established on Boxes or Caddies for shipping Plug Tobacco minimum weight 20,000 lbs., rule 27 to apply as follows:

From East St. Louis, Ill., to Helmetta, N. J., 35 cts.; Jersey City, N. J., 35 cts.; Philadelphia, Pa., 33 cts., and Middletown, O., 15 cts., per 100 lbs.

257. (209) *Rates on Burlap and Gunny Bags, C. L. and L. C. L., East St. Louis vs. New Orleans to C. F. A. Points.*

This subject last considered at a meeting Sept. 5th, proceedings No. 132, brought up again by correspondence from members which was read and after discussion the Chairman was instructed to call a meeting of the rate clerks to check in rates from East St. Louis on Burlap and Gunny Bags recognizing New Orleans competition.

Note.—The rates checked in to be submitted to the general committee for approval.

258. *Use of Yellow Pine Lumber Rates and Divisions on Other Traffic. See M. & O. Tariff I-S* 4405 *and Division Sheet No.* 36.

Subject similar to above considered at meeting June 3rd and 20th, proceedings No. 90 and 98. At meeting to-day, Letter Oct. —, file 10777-D, from Chairman C. F. A. was read and Chairman was instructed to submit letter from Chairman C. F. A. to members by Circular Letter requesting them to prepare the necessary notice to the M. & O. R. R. (giving the date). The letters of the members to be sent to the Chairman, he to have all letters before dating and sending them to the members.

There being no further business, on motion, the meeting adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 585.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of meeting held in the office of the Joint Agent, Tuesday, June 12th, 1900.

Representation:

Ill Cent. R. R.—B. J. Rowe.
L. E. & St. L. C. R. R.—C. D. Morris.
L. & N. R. R.—John Fitzgerald, J. N. Chandler, C. C. Johnson.

R. M. Fraser, Chairman.

The Chairman read correspondence regarding the subjects mentioned below and after due consideration resolutions were adopted as follows:

Minimum C. L. Weight on Scrap Iron Between Belleville and East St. Louis, Etc.

Resolved, That the individual roads agree that the Minimum C. L. weight on scrap iron be reduced to fifteen tons of 2240 lbs. per ton between Belleville and

East St. Louis effective on legal notice. The minimum C. L. weight on Rails, Old, to remain 20 tons of 2240 lbs per ton.

Rates on Iron Nail Plate and Scrap Steel Between Belleville, East St. Louis, etc., St. Louis.

After a general discussion on above subject it was decided that the tariff, which now reads: Nail Plate, Scrap Iron and Steel should be corrected to read: Nail Plate, Iron and Scrap Steel, 30,000 lbs. minimum 2½ cts. per 100 lbs.

Estimated Weight Per Barrel on Whisky Between Belleville, East St. Louis and St. Louis.

Resolved, That it is the understanding between the representatives of the three Belleville Roads that they will continue until Aug. 1st to transport Whisky, High-wines and Alcohol at an estimated weight of 400 lbs. per barrel, Belleville to East St. Louis and St. Louis, in the meantime they are to arrange for the weighing of said barrels and the subject to be further considered at the expiration of that time, as to whether or not the practice shall be continued.

Reduction in Minimum Weight on Nail Kegs Between Belleville and East St. Louis.

Resolved, That rate be made on kegs, Empty Nail, C. L. minimum 12,000 lbs., 5c per 100 lbs. between Belleville, East St. Louis and E. Carondelet.

Abrogating Freight Circular No. 23.

Resolved, That freight Circular No. 23 list of Track located industries, be abrogated on account of the completion of the new Belt Line at Belleville.

Note.—Joint Freight Tariff No. 12 has been issued effective June 28th.

There being no further business the meeting adjourned.

R. M. Fraser, Chairman.

Complainant's Exhibit Fraser No. 586.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of meeting held in Gen'l. Freight Office, I. C. R. R.
St. Louis, Mo., Aug. 2nd, 1900.

Representation:
Ill. Cent. R. R.—Geo. W. Becker.
L. & N. R. R.—John Fitzgerald.
L. E. & St. L. C. R. R.—C. D. Morris.

The conference was held to consider a change in the form of report compiled in this office. The change is deemed necessary in consequence of connecting tracks at Belleville, being completed, all business is thereby practically competitive and the information now shown on the Statements competitive and non-competitive traffic is not correct under the present conditions.

The Joint Agent submitted a form of report to take the place of the one in use. After consideration of the subject the blank submitted was approved by Messrs. Fitzgerald and Morris, Mr. Becker to advise later.

R. M. Fraser, Joint Agent.

Adjourned.

Note.—A. G. F. A. Becker wrote Aug. 16th, File E-796, "The new form of monthly tonnage report is acceptable to us."

The report for August was compiled on the new form. File 514.

"Complainant's Exhibit Fraser No. 587.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of Passenger Meeting, Held in the Office of the Joint Agent November 16th, 1900.

Representation:

Ill. Cent. R. R.—C. C. McCarty.
L. & N. R. R.—G. B. Horner.
L. E. & St. L. C. R. R.—R. M. Allen.

Meeting was called to consider and agree upon changes to be made in monthly Interchange Passenger Earnings Reports.

After a general discussion it was decided that the following columns, viz.:

"Less 33 1-3 per cent Oper'g Expenses," "Available Revenue," "Proportion," "Excess," "Deficit," and "Natural per cent," be eliminated from the Monthly Earnings Report, also that under heading "Amount sold at various stations," the amount shown to include the total earnings between Belleville, East St. Louis and St. Louis, instead of between Belleville and East St. Louis as heretofore, said changes to become effective Jan. 1st, 1901.

The Joint Agent was instructed to make such changes in the form of the Interchange Ticket Account Blanks, as he deemed necessary, to make his monthly reports conform to the changed conditions, and to have the necessary new blanks printed at once.

The Joint Agent called attention to the manner in which the different Auditors report interline tickets, in their monthly report, stating that from the information given it is impossible to properly identify and apportion these tickets in making up the monthly interchange statements, and it was

Resolved, That each member write their auditor requesting that beginning with the month of November, 1900, in making up their monthly Earnings Report to the Joint Agent of Interline Tickets issued at Belleville and of tickets issued by foreign lines reading to Belleville, they will make their reports show form and number of said tickets, in each case and also state amount of revenue accruing to lines between St. Louis and East St. Louis and Belleville, as the case may be. This to enable the Joint Agent to properly locate, identify and apportion tickets reported to him in interchange account.

R. M. Fraser, Joint Agent.

Complainant's Exhibit Fraser No. 588.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of Freight Meeting, Held in Office of Joint Agent.

St. Louis, Mo., March 27th, 1901.

Representation.

Ill. Cent. R. R.—Geo. W. Becker, J. J. Heidinger.
L. & N. R. R.—J. N. Chandler, C. C. Johnson.
Southern Ry. (St. L.-L. Lines)—C. D. Morris, H. M. Dittoe.

R. M. Fraser, Chairman.

The first subject considered was the advisability of restricting the application of rates between Belleville and East St. Louis, etc., to the lines on which industries are located at Belleville.

A general discussion developed the fact that no agreement could be reached and the subject was dropped without any formal action being taken, the general understanding being that each road is at liberty to pay the cost of switching to and from industries on other roads, if they see proper to do so.

It was suggested that there should be a change in the manner of handling the special rate on wheat and corn, for milling and distilling purposes, at Belleville, and it was

Resolved, That freight circular No. 14, Feb. 15th, 1898, be cancelled effective April 10th, 1901.

It was also

Resolved, That in the protection of a rate to be applied on wheat and corn in carloads, minimum 30,000 lbs., for milling and distilling purposes, from East St. Louis to Belleville, Ill., the lines, members of this Bureau, agree to be governed by a minimum of one cent per 100 lbs., the same to be applied from their respective depots in East St. Louis and to be net to their respective lines, and be it further

Resolved, That in order to secure the benefit of the reduced rate on the grain, the product must be moved within 90 days of receipt of said grain, and claims must be supported by proper evidence of outbound tonnage to competitive points, which shall be equivalent to that brought in.

It not being deemed advisable to continue in effect the rate on Pig Iron, named in Joint Proportional Tariff No. 3, it was

Resolved, That Joint Proportional Tariff No. 3 effective Dec. 23rd, 1899, be reissued, eliminating therefrom the last paragraph regarding rate on Pig Iron, 34 cts. per ton, the New Tariff to be issued as a mimeograph, Joint Agent to send each of the three members one dozen copies.

Attention was called to the action at meeting of the Bureau Feb. 9th, 1898, regarding proportional rate on lumber East St. Louis to Belleville, when M. & O. R. R., and it was decided that the resolutions adopted at said meeting be cancelled, and it was

Resolved, That the lines, members of this Bureau, may accept, from East St. Louis, Ill, to Belleville, Ill., 2 cts. per 100 lbs. as their proportion in the division of the established through rate on lumber when coming from the Cotton Belt and Iron Mountain points in Arkansas and Missouri via Cairo and M. & O. R. R.

R. M. Fraser, Joint Agent.

Adjourned.

Complainant's Exhibit Fraser No. 589.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of Meeting Held in the General Freight Office, Southern Ry.

St. Louis, Mo., November 4th, 1901.

Representation:

Ill. Cent. R. R.—G. W. Becker.
L. & N. R. R.—J. Fitzgerald, by R. M. Fraser.
Southern Ry.—R. A. Campbell.

The conference was asked for by the Joint Agent in order that there might be an understanding as to what tonnage should be reported by the Belleville agents and included in the statement of tonnage compiled therefrom and issued from this office. It was decided that in compiling statement for September the Joint Agent shall exclude tonnage as follows:

L. & N. R. R.—Brick from Ittners.

Ill. Cent. R. R.—Stone from Stolle Quarries; powder from and to Phoenix works.

Southern Ry.—Powder from and to Phoenix works.

It being understood that Messrs. Fitzgerald, Becker and Campbell will at once notify their agents Belleville to include in statement for October and subsequent month, only such tonnage as moves from or to Belleville proper and to or from East St. Louis or beyond.

A proposition to terminate the Belleville & St. Louis Traffic Bureau both as to the handling of freight and passenger matters was considered and it was understood that the representatives of the freight department would confer with the Passenger Representatives and other officials of their respective roads on the subject, advising conclusion later.

R. M. Fraser, Joint Agent.

Adjourned.

"Complainant's Exhibit Fraser No. 590."

Meeting of

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU,

in Southern Railway Office, No. 706 Chemical Building.
May 19th, 1903.

Memo of meeting of May 15th is hereby changed, making the store door minimum rates between Belleville, Ill., and St. Louis, Mo., based upon the following proportions for the railroads between Belleville and East St. Louis depots, plus the drayage or transfer charge:

First class, 13 cents.
Second class, 11 cents.
Third class, 9 cents.
Fourth class, 7 cents.
Stoves, stove furniture, radiators and hollow ware, owners' risk, from Belleville only, 7 cents.
Nails, 5 cents.
Making the through rates as follows:
On stoves, stove furniture, radiators and hollow-ware, owner's risk from Belleville only, 14 cents.
Nails, 11 cents.
Castings, from Belleville only, 12½ cents.
Paper shoe boxes, boxed, through rate 25 cents, railroad proportion, 18 cents.
The rate on nails Belleville to East St. Louis, L. C. C., 6 cents per hundred pounds, between depots.
The rate on castings Belleville to East St. Louis only, L. C. L., 6 cents per hundred lbs., between depots.
The tariff referred to above becomes effective at as early a date as practicable after notice is received by the Joint Agents from the Louisville & Nashville Railroad as to their tariff number, etc.

R. M. Fraser, Joint Agent.

Present:

G. W. Becker, A. G. F. A. Illinois Central R. R.
J. N. Chandler, G. A., L. & N. R. R.
R. A. Campbell, A. G. F. A., Southern Railway.
C. D. Morris, Chief Clerk, Southern Railway.
C. C. Johnson, Agent, L. & N. R. R. (Belleville.)

"Complainant's Exhibit Fraser No. 591."

Meeting of

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU,

in Southern Railway Offices, No. 706 Chemical Building, May 19th, 1903.

Present:

G. W. Becker, A. G. F. A., Illinois Central R. R.
J. N. Chandler, G. A., L. & N. R. R.

R. A. Campbell, A. G. F. A., Southern Railway.
C. D. Morris, Chief Clerk, Southern Railway.
C. C. Johnson, Agent, L. & N. R. R. (Belleville.)

Where the rates, as shown in Belleville & St. Louis Traffic Bureau Joint Freight Tariff No. 13, applying between store doors in St. Louis and store doors in Belleville, are protected, in division of such rates, the lines parties to this tariff will make the following allowance for transfer service.

Between St. Louis and East St. Louis, 4 cents per 100 lbs.

(Minimum charge on single shipment, 10 cents.)

At Belleville (to Belleville & St. Louis Transfer Co.), 3 cents per 100 lbs. on all classes and commodity rates, excepting on whiskey and nails the allowance will be 2 cents per 100 lbs., and on castings 2½ cents per 100 lbs. (Minimum charge on single shipments, 10 cents.)

The minimum charge on single shipment for the Railroad Company, where the rates are made between store doors in St. Louis and store doors in Belleville, will be 15 cents, making total minimum charge for single shipment 35 cents.

R. M. Fraser, Joint Agent.

"Complainant's Exhibit Fraser No. 592."

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of a meeting Held in the General Freight Office, Southern Ry.

St. Louis, Mo., June 25, 1903.

Representation:

Ill. Cent. R. R.—Geo. W. Becker.
L. & N. R. R.—J. Fitzgerald, C. C. Johnson.
Southern Ry.—R. A. Campbell, C. D. Morris.

Meeting called to take action on notice from the St. Louis Transfer Co, advising that effective July 17th, on all business originating at or destined to Belleville, there would be required as follows:

Ordinary merchandise, 5c per cwt., L. C. L., 4c C. L.

Articles classified in Transfer Co.'s Tariff No. 23, tariff rates.

Minimum charge, inbound, 25 cts.

Minimum charge, outbound, 10 cts.

After due consideration it was individually announced by the representatives of the Belleville Lines that rates would in future be published between Belleville and their depots in East St. Louis and the Joint Agent was instructed to issue Joint Freight Tariff No. 14, effective July 10th, cancelling No. 13, and to publish rates in line with the following:

Effective July 10th, 1903, following rates are applicable on business between Store Door, Belleville and E. St. Louis Freight Depots of lines, members of the Belleville & St. Louis Traffic Bureau, applicable only on business destined to or coming from St. Louis, Mo., or connecting lines at East St. Louis, Ill.:

First class, 15c.
Second class, 13c.
Third class, 11c.
Fourth class, 9c.
Fifth class, 8c.
Rates to be divided as follows:
Railroads:
First class, 12c.
Second class, 10c.
Third class, 8c.
Fourth class, 6c.
Fifth class, 5c.
Belleville & St. Louis Transfer Co., 3c on all classes.

Charge on single shipments, minimum 25c divided, Railroad 15c, Belleville & St. Louis Transfer Co., 10c.

Alcohol, High Wines and Whiskey, in bbls. or kegs, any quantity, 8 cts. per cwt., Railroad 6c, B. & St. L. T. Co. 2c.

Barrels, empty, 10c per cwt., Railroad 17c, B. & St. L. T. Co. 3c.

Boxes, paper, 20c per cwt., Railroad 17c, B. & St. L. T. Co. 3c.

Castings, 7½c per cwt., Railroad 5c, B. & St. L. T. Co. 2½c.

Stoves, 9c per cwt., Railroad 6c, B. & St. L. T. Co. 3c.

Nails, 7c per cwt., Railroad 5c, B. & St. L. T. Co., 2c.

The rates on Alcohol, High Wines and Whiskey; Barrels, empty, Boxes, paper, Castings, Stoves and Nails are applicable between Store Door, Belleville and Railroad Depots at East St. Louis, of lines members of the Belleville & St. Louis Traffic Bureau on traffic destined to or coming from St. Louis, Mo., or connecting lines at East St. Louis.

Change list of Iron and Steel Articles as follows: Nail Plate, Iron and Scrap Steel to read—Nail Plate, Iron or Steel.

Pig Iron, 2268 lbs. per ton to read: 2240 lbs. per ton.

Eliminate from Lumber list: Mine props.

R. M. Fraser, Joint Agent.

"Complainant's Exhibit Fraser No. 593."

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office Sup't Terminals L. & N. R. R.

St. Louis, Mo., Aug. 21, 1903.

Representation:

I. C. R. R.—B. J. Rowe.

L. & N. R. R.—John Fitzgerald.

Southern Ry.—C. D. Morris.

Meeting was called to consider a change in rates, etc., now published in Joint Freight Tariff No. 14.

After a general discussion on the subject the meeting adjourned with the understanding that the Traffic Officer of the Illinois Central and Southern Railroads would be communicated with by wire for instructions.

I give below copy of letter 21st received from Sup't Terminal L. & N. R. R.:

"Dear Sir:

"In compliance with individual announcement made by this Company in regular meeting of the Belleville & St. Louis Traffic Bureau to-day, we will restore rates in our G. F. O. 508, with supplements and amendments thereto, corresponding with Belleville & St. Louis Traffic Bureau, Joint Freight Tariff No. 12, effective September 1st, or earlier if possible.

"If the Illinois Central and Southern Rys. see proper to promulgate the same rates, you will of course issue tariff, promulgating the rates and cancelling Joint Tariff No. 14 now in effect."

If instructions are received from the I. C. R. R. and Southern Ry. to publish the rates referred to above, a Joint Tariff will be issued from this office, naming the individual rates, etc., and cancelling Joint Freight No. 14.

R. M. Fraser, Joint Agent.

"Complainant's Exhibit Fraser No. 594."

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Proceedings of a Meeting Held in the Office of the Joint Agent.

St. Louis, Mo., March 31st, 1905.

Representation:

I. C. R. R.—F. H. Law.
L. & N. R. R.—J. N. Chandler, C. C. Johnson.
Southern Ry.—C. D. Morris.

Handling Brick, Belleville to E. St. Louis on Estimated Weights.

After due consideration following was adopted:

Moved, That each line interested will write their Agent at Belleville explaining the benefits of becoming members of the Joint Inspection Weight Agreement, each Agent to confer with the Brick concerns on their tracks with the view to having them communicate di-

rect with Mr. Paul P. Rainer, Chief Inspector, Chicago, making application for membership in the weight agreement on brick. Pending the settlement of the question, each line to again instruct their Agents at East St. Louis and Belleville that all Brick be weighed either at Belleville or East St. Louis and freight assessed according to the actual scale weights.

Handling Nails at Estimated Weight of 100 Lbs. Per Keg.

On request of a member, this subject was laid over until next meeting.

Empty Beer Kegs, Returned.

The Chairman was instructed to change the Item "Beer Kegs, empty, returned," in Joint Freight Tariff No. 15, to read: "Beer Kegs, and Cases, empty, returned."

Class and Commodity Rates.

The Chairman was instructed to add the following note to Joint Freight Tariff No. 15:

"Class rates between Belleville, East St. Louis and St. Louis governed by Illinois Class'n. are not to govern on articles specifically shown under list of Commodity Rates."

There being no further business, on motion, meeting adjourned.

R. M. Fraser, Joint Agent.

Complainant's Exhibit "1" is in the words and figures following, to-wit:

State of Missouri—ss.

1. Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the articles of Association of the Union Railway and Transit Company of St. Louis and of the affidavit of three of the directors of said company thereto annexed filed

April 13, 1874, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 24th day of June, A. D. 1895.

A. A. Lesueur, Secretary of State.

(Seal) The Great Seal of the State of Missouri.

Articles of Incorporation of "The Union Railway and Transit Company of St. Louis."

Be It Known, That the undersigned William Taussig, R. M. Shoemaker, J. N. Kinney, William H. Clement, P. W. Strader and J. M. Thompson, desiring to form a company for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, under and in pursuance of the provisions of an act of the General Assembly of the State of Missouri, being Chapter thirty-seven (37) of the statutes of said state, known as Wagner's Statutes, concerning private corporations, and of the second (2nd) article thereof concerning railroad companies, do make and sign articles of association for the organization thereof in manner and form as follows, to-wit:

1st. First: The corporate name and title of the corporation hereby organized shall be The Union Railway and Transit Company of St. Louis.

2nd. Second: The corporation hereby organized shall continue for Fifty (50) years.

3rd. Third: The railroad proposed to be constructed by this company, and to be maintained and operated by it is to be so constructed, maintained and operated from the western end of the tunnel in the City of St. Louis, in the County of St. Louis, in the State of Missouri, at or near Poplar street in said City of St. Louis to such point west thereof as may be necessary for switching, side tracks and whatever other appurtenances may be necessary for its business; the

object of this corporation being to construct and operate said railroad and also to run trains through said tunnel and over the Bridge at St. Louis of the Illinois and St. Louis Bridge Company, and thus to form a connection between said tunnel and said bridge, and the railroads constructed, or to be constructed, approaching the mouth of said tunnel on the west side of the Mississippi River.

4th. Fourth: The length of the proposed railroad, as near as the same can now be stated, shall not exceed twenty-five (25) miles, and it is intended to be constructed only in the County of St. Louis in said State of Missouri.

5th. Fifth: The amount of the capital stock of the company hereby organized shall be two hundred and fifty thousand dollars ($250,000) to consist of twenty-five hundred (2,500) shares of the par value of one hundred dollars ($100) each.

6th. Sixth: The names of the directors of this company, who shall be five (5) in number, and who shall manage its affairs for the first year and until others are chosen in their places, and the residences of said directors respectively, as are follows, to-wit: William Taussig of St. Louis, Missouri; R. M. Shoemaker of Glendale, Ohio; J. N. Kinney of Cincinnati, Ohio; William H. Clement of Morrow, Ohio; P. W. Strader of Cincinnati, Ohio.

7th. Seventh: The principal business office of this company shall be in the City of St. Louis aforesaid, and its business operations shall be carried on in said City and County of St. Louis, through said tunnel and over said bridge, in Illinois, and elsewhere as necessity may require or its interests demand.

In Witness Whereof, We, the above named subscribers and corporators hereto subscribe our names, places of residence and the number of shares of stock we hereby respectively agree to take in said company, this tenth (10th) day of April A. D. 1874.

J. N. Kinney, Cincinnati, Ohio, 125 shares. (Seal.)
R. M. Shoemaker, Glendale, Ohio, 250 shares. (Seal.)
P. W. Strader, Cincinnati, Ohio., 125 shares. (Seal.)
Wm. Taussig, St. Louis, 25 shares. (Seal.)
W. H. Clement, Morrow, Ohio, 250 shares. (Seal.)
J. M. Thompson, St. Louis, 50 shares. (Seal.)

State of Missouri,
County of St. Louis.

Be it remembered that on this eleventh day of April, A. D. eighteen hundred and seventy-four (1874) before me the undersigned, a notary public within and for the county aforesaid came J. N. Kinney, R. M. Shoemaker, P. W. Strader, Wm. Taussig, W. H. Clement and J. M. Thompson, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as parties thereto and they severally acknowledged the same to be their act and deed for the purposes therein mentioned.

In Witness Whereof I have hereto set my hand and seal the day and year last above written.

(Seal) Chas. E. Pearce, Notary Public.

We, the undersigned directors named in the foregoing articles of association of The Union Railway and Transit Company of St. Louis, being first duly sworn, as required by section Three (3) of Article two (2) of Chapter Thirty-seven (37) of Wagner's Missouri Statutes, do state and certify:

That one thousand ($1,000) dollars of stock for every mile of railroad proposed to be made by said company has been in good faith subscribed and that five (5) per cent has been paid thereon in cash to the directors named in said articles of association, and that it is intended in good faith to construct, maintain and operate the road mentioned in said articles of association.

And further deponents say not.

J. N. Kinney,
R. M. Shoemaker.
W. H. Clement.

Subscribed and sworn to before me, the undersigned this 11th day of April A. D. 1874.

(Seal) Chas. E. Pearce, Notary Public.

Filed April 13th, 1874.

Eugene F. Weigel, Secretary of State.

Complainant's Exhibit No. 2.

State of Missouri, Department (Seal) of State.

To all to whom these Presents shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of Articles of Association of the St. Louis Bridge Company, filed December 18th, 1878, as the same appears on file and of record in this offiice.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this seventeenth day of July, A. D. 1903.

Sam B. Cook, Secretary of State.

(Seal) The Great Seal of the State of Missouri.

Articles of Association of the St. Louis Bridge Company.

The undersigned, being desirous of forming a company for the purpose of constructing and maintaining a bridge over the Mississippi river in the City of St. Louis, and opposite thereto, for public use, for the crossing of persons and property, do, for that purpose make and sign these present articles of association, and state that

1. The name of said company is to be the St. Louis Bridge Company.

2. The number of years the same is to continue is five hundred years.

3. The place at which said bridge is to be constructed is the City of St. Louis, and opposite thereto.

4. The name of the only county in this State in which it is intended to be made is the City of St. Louis.

5. The purposes for which it is to be used are for both railroads and ordinary travel.

6. The amount of the capital stock of said Company is to be seven million, nine hundred and ninety thousand dollars, and the number of shares of said stock is to be seventy-nine thousand nine hundred, of one hundred dollars each.

7. The names and places of residence of the directors of said Company, five in number, who shall manage its affairs for the first year, and until others are chosen in their places, are Solon Humphreys, of the City of New York, and Julius S. Walsh, Ezekiel W. Woodward, Gerard B. Allen, and Edward Walsh, Jr., of the City of St. Louis.

In Witness Whereof, Each of the undersigned has subscribed to these articles of association his name, place of residence and number of shares of stock he agrees to take in said company, the 16th day of December, in the year of our Lord, one thousand eight hundred and seventy-eight. Note: P. 1, l. 12 and 13, erased before execution the words: "Unto the easterly boundary of this State."

Name.	Place of Residence.	No. Shares.
Solon Humphreys.	City of New York	one
Ezekial W. Woodward	St. Louis	one
Gerard B. Allen	St. Louis	one
Edward Walsh, Jr.	St. Louis	one
Carlos S. Greeley	St. Louis	one
Robert B. Whittemore	St. Louis	one
Wm. Taussig	St. Louis	one
B. Maziere Chambers	St. Louis	one
Norbert S. Chouteau	St. Louis	one
Julius S. Walsh	St. Louis	one

State of Missouri,)
)ss.
City of St. Louis,)

Be it remembered that on the respective days herein mentioned, personally appeared before me, a Notary

Public duly qualified Jan. 15, 1877, for a term expiring February 14th, 1882, within and for the City and County of St. Louis, State aforesaid. To-wit: Ezekiel W. Woodward, Gerard B. Allen, Carlos S. Greeley, Robert B. Whittemore, Wm. Taussig, B. Maziere Chambers, on the sixteenth day of December, A. D., 1878; Edward Walsh, Jr., Norbert S. Chouteau, Julius S. Walsh, and Solon Humphreys, on the seventeenth day of December, A. D., 1878, all and each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing (Articles of Association) as parties thereto and each of them acknowledged the same to be his act and deed for the purposes therein mentioned, and I further certify that in the foregoing instrument of writing, the words "unto the easterly boundary of this State," on page one, lines 12 and 13, and lines 21 and 22, were erased and that the word "city" on page one, line 24 was inserted before the same was subscribed and acknowledged by the parties thereto.

In Witness Whereof, I have hereunto set my hand and affixed by official seal this seventeenth day of December, in the year of our Lord, one thousand eight hundred and seventy-eight.

(Seal) Geo. C. Fabian, Notary Public for the City and County of St. Louis, Missouri.

Filed December 18th A. D., 1878, at nine o'clock a. m.

Mich'l K. McGrath, Secretary of State.

Complainant's Exhibit "3" is in the words and figures following, to-wit:

State of Missouri, Department (Seal) of State.
To all to Whom these Presents shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of articles of association of the Tunnel Railroad of St. Louis, filed December 18th,

1878, at nine o'clock a. m., as the same appears on file and of record, in this office.

In Testimony Whereof, I hereunto set my hand and affixed the Great Seal of the State of Missouri. Done at the City of Jefferson, this seventeenth day of July, A. D. 1903.

Sam B. Cook, Secretary of State.

(Seal) The Great Seal of the State of Missouri.

Articles of Association of the Tunnel Railroad of St. Louis.

We, The undersigned, intending to form a company for the purpose of constructing, maintaining and operating a standard or broad gauge railroad for public use in the conveyance of persons and property in pursuance of the laws of the State of Missouri, do for that purpose make and sign these present articles of association and hereby state that

1. The name of said Company shall be the Tunnel Railroad of St. Louis.

2. The number of years the said Company is to continue is five hundred years.

3. The places from and to which said road is to be constructed, maintained and operated are as follows: From a place on the eastern boundary line of the State of Missouri, opposite to the City of St. Louis, where the present bridge over the Mississippi River, called the Illinois and St. Louis Bridge crosses said line, thence to a place near Poplar Street in said City, and to the western limits of said City; so as to make suitable connection with the tracks of the Union Depot Company of St. Louis, the Missouri Pacific, the St. Louis, Iron Mountain and Southern, the St. Louis, Kansas City and Northern and other railroads having termini at the said City; together with the necessary side tracks in said City.

4. The length of said road as near as may be is six miles.

5. The name of the only county in the State of Missouri through or into which said road is made or intended to be made is the City of St. Louis.

6. The amount of the capital stock of said Company shall be one million, two hundred and fifty thousand dollars, and the number of shares of which said capital stock shall consist shall be twelve thousand five hundred of one hundred dollars each, and

7. The names and places of residence of the directors of the said Company, five in number, who shall manage its affairs for the first year and until others are chosen in their places, are

Julius S. Walsh,
William Taussig,
Norbert S. Chouteau,
William S. Humphreys and
Robert B. Whittemore,
All of the City of St. Louis.

In Witness Whereof, Each of us has subscribed to these articles of association his name, place of residence and the number of shares of stock he agrees to take in said Company, the sixteenth day of December, in the year of our Lord, One Thousand eight hundred and seventy-eight.

Subscribers.	Residence.	Shares.
Julius S. Walsh	St. Louis	12
Wm. Taussig,	St. Louis	12
Norbert S. Chouteau	St. Louis	12
W. S. Humphreys	St. Louis	12
R. B. Whittemore	St. Louis	12

State of Missouri,)
)ss.
City of St. Louis,)

Be it remembered, that on the respective days herein mentioned, personally appeared before me, a Notary Public in and for the City and County of St. Louis, State aforesaid, to-wit: Wm. Taussig, W. S. Humphreys, R. B. Whittemore, on the 16th day of December, A. D., 1878; Julius S. Walsh, and Norbert S. Chouteau, on the 17th day of December, A. D., 1878, all and each of whom are personally known to me to be the

same persons whose names are subscribed to the foregoing articles of association as parties thereto, and each of them acknowledged the same to be his act and deed for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this seventeenth day of December, in the year of our Lord, One Thousand eight hundred and seventy-eight, and I further certify that in the foregoing instrument of writing, on page two, line twenty-one, the words "Benjamin W. Lewis, Jr.," were stricken out and the name Norbert S. Chouteau inserted in lieu thereof, before the same was subscribed and acknowledged by the parties thereto.

Qualified January 15, 1877, for a term expiring February 14th, 1882.

(Seal) Geo. C. Fabian, Notary Public for the City and County of St. Louis, Missouri.

State of Missouri,)
)ss.
City of St. Louis,)

William Taussig, Julius S. Walsh and W. S. Humphreys, being sworn, say, and each for himself says, that these deponents are three of the directors of the Tunnel Railroad of St. Louis, named in the foregoing articles of association; that upwards of one thousand dollars of stock for every mile of railroad proposed to be made pursuant to said articles of Association has been in good faith subscribed thereto, and five per cent paid in cash thereon to the directors named in said articles of association, and that it is intended in good faith to construct or maintain and operate the standard or broad gauge road mentioned in said articles of Association.

William Taussig,
Julius S. Walsh,
W. S. Humphreys.

Subscribed and sworn to before me, this seventeenth day of December, A. D., 1878.

Qualified Jan. 15, 1877, for a term expiring February 14, 1882. Witness my hand and notarial seal.

(Seal) Geo. C. Fabian, Notary Public, for the City and County of St. Louis, Missouri.

Filed December 18th, A. D., 1878, at nine o'clock a. m.

Mich'l K. McGrath, Secretary of State.

Complainant's Exhibit "4" is in the words and figures following, to-wit:

State of Missouri—ss.

I, Alexander A. Lesueur, Secretary of the State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the articles of association of the Terminal Railroad of St. Louis and of the affidavit of three of the directors of said company thereto annexed filed February 25, 1880, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 24th day of June A. D. 1895.

A. A. Lesueur, Secretary of State.

(Seal) The Great Seal of the State of Missouri.

Be It Known, That we, J. M. Thompson, E. W. Woodward, Theophile Papin, L. B. Jones and S. M. Breckinridge, do by these presents form a body corporate for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property, in accordance with the laws of the State of Missouri, and for that purpose do make and sign these articles of association, and the following statement, to-wit:

First. The name of the said company shall be Terminal Railroad of St. Louis.

Second. The number of years the said corporation is to continue is ninety-ninety (99) years.

Third. The places from which said road is to be constructed, maintained and operated are the tracks and termini, in the City of St. Louis in the State of Missouri, of the Union Railway and Transit Company of St. Louis, The Tunnel Railroad of St. Louis, the Union Depot Company of St. Louis, the St. Louis, Kansas City and Northern Railway (now known as the St. Louis, Wabash and Pacific Railway) the Missouri Pacific Railway, the St. Louis and San Francisco Railroad, the St. Louis, Iron Mountain and Southern Railroad, and of any other railroad entering or to enter said City of St. Louis, and the places to which said road is to be constructed, maintained and operated are the yards, depots and sidetracks, now existing, or to be provided, in said City of St. Louis, and such connections with other railroads already constructed or to be constructed as may be found necessary or convenient, and such factories and other establishments as may need such connections; the general object and purpose being to provide the most ample and convenient connections, acommodations and terminal facilities, in St. Louis, for all railroads now entering or hereafter to enter the same, and all individuals and companies doing business with said railroads.

Fourth. The length of said railroad, as near as may be, will be ten (10) miles, of broad or standard gauge.

Fifth. The said railroad will be wholly within the limits of the City of St. Louis, in the State of Missouri.

Sixth. The amount of the capital stock of the said corporation shall be two hundred and fifty thousand ($250,000) dollars, and the number of shares of which said capital stock shall consist is two thousand five hundred (2,500), each of said shares to be of the par value of one hundred ($100) dollars.

Seventh. The number of the directors of said company shall be five (5), and their names and places of residence are as follows, to-wit:

J. M. Thompson, St. Louis, Missouri.
E. W. Woodward, Warren County, Ohio.

Theophile Papin, St. Louis, Missouri.
J. N. Kinney, Cincinnati, Ohio.
S. M. Breckinridge, St. Louis, Missouri.

In Witness Whereof, We have hereunto set our hands and seals this twentieth day of February, A. D. 1880, and have added thereto our respective places of residence and the number of shares of stock in said company which we and each of us respectively agree to take:

J. M. Thompson (Seal), ten shares, St. Louis, Mo.
E. W. Woodward (Seal), one hundred shares, Warren County, Ohio.
Theophile Papin (Seal), ten shares, St. Louis, Mo.
S. M. Breckinridge (Seal), ten shares, St. Louis, Mo.
Lewis B. Jones (Seal), one share, St. Louis, Mo.

State of Missouri,
City of St. Louis.

On this (20th) twentieth day of February A. D. 1880, before me the undersigned, a notary public in and for said city, duly commissioned and qualified for a term expiring on the 21st day of December A. D. 1881, came J. M. Thompson, E. W. Woodward, Theophile Papin, L. B. Jones and S. M. Breckinridge, who are severally personally known to me to be the same persons whose names are subscribed to the foregoing articles of association, as parties thereto, and severally acknowledged that they executed the same for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal, at my office in the City of St. Louis aforesaid, this twentieth day of February A. D. 1880.

(Seal) William A. Clark,
Notary Public, St. Louis City, Missouri.

State of Missouri,
City of St. Louis.

We the undersigned directors named in the articles of association of the Terminal Railroad of St. Louis, to

which this is annexed, being first severally solemnly sworn, on our oaths say, that one thousand dollars of stock for every mile of standard or broad gauge railroad, proposed to be made by said company, has been in good faith subscribed, and that five (5) per cent has been paid thereon, in cash, to the directors named in the foregoing articles of association, in good faith, and that it is intended, in good faith, to construct, maintain and operate the standard or broad gauge railroad mentioned in said articles of association.

J. M. Thompson.
E. W. Woodward.
S. M. Breckinridge.

State of Missouri,
City of St. Louis.

Subscribed and sworn to before me this twentieth (20th) day of February A. D. 1880, by the said J. M. Thompson, E. W. Woodward and S. M. Breckinridge.

Witness my hand and seal of office the day and year last above written. My term of office expires as such notary December 21st, 1881.

(Seal.) Wm. A. Clark, Notary Public,
St. Louis City, Missouri.

Filed February 25, 1880.

Mich'l K. McGrath,
Secretary of State.

Complainant's Exhibit "5" is in the words and figures following, towit:

State of Missouri, Department of State.
To All to Whom These Presents Shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of articles of association of the "Terminal Railroad of St. Louis," filed February 25th, 1880; certificate increasing its capital stock from $250,000 to $500,000, filed August 11th, 1882; certificate increasing its capital stock from $500,000 to $700,000, filed

March 7th, 1885; Resolution accepting provisions of Article 2, Chapter 21, R. S., 1879, filed July 25th, 1889; Articles of consolidation of the Union Railway and Transit Company of St. Louis, and the Terminal Railroad of St. Louis, under the name of "Terminal Railroad Association of St. Louis," filed July 30th, 1889; certificate increasing its capital stock to $12,000,000 filed April 17th, 1893; affidavit changing number of its directors from 8 to 7, filed March 7th, 1896; affidavit changing number of its directors from 7 to 8, filed February 14th, 1902; affidavit changing number of its directors from 8 to 10, filed December 11th, 1902; of certificate increasing its capital stock from $12,000,000 to $50,000,000, filed December 11th, 1902; of affidavit changing number of its directors from 10 to 13, filed February 21st, 1903, and of affidavit changing number of its directors from 13 to 15, filed March 24th, 1903, as the same now appears on file and of record in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this seventeenth day of July, A. D. 1903.

Sam B. Cook, Secretary of State.

(Seal.) The Great Seal of the State of Missouri.

Be It Known, That we, J. M. Thompson, E. W. Woodward, Theophile Papin, L. B. Jones, and S. M. Breckinridge, do, by these present, form a body corporate for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property in accordance with the laws of the State of Missouri, and for that purpose do make and sign these articles of association, and the following statement to-wit:

First: The name of the said Company shall be Terminal Railroad of St. Louis.

Second: The number of years the said corporation is to continue is ninety-nine (99) years.

Third: The places from which said road is to be constructed, maintained and operated, are the tracks and termini in the City of St. Louis in the State of Missouri, of the Union Railway and Transit Company of St. Louis, the Tunnel Railroad of St. Louis, the Union Depot Company of St. Louis, the St. Louis, Kansas City and Northern Railway (now known as the St. Louis, Wabash and Pacific Railway), the Missouri Pacific Railway, the St. Louis and San Francisco Railroad, the St. Louis, Iron Mountain and Southern Railroad and of any other Railroad entering or to enter said City of St. Louis, and the places to which said road is to be constructed, maintained and operated, are, the yards, depots and side tracks, now existing, or, to be provided, in said City of St. Louis, and such connections with other railroads already constructed or to be constructed as may be found necessary or convenient, and such factories and other establishments, as may need such connections, the general object and purpose being to provide the most ample and convenient connections, accommodations and terminal facilities, in St. Louis, for all railroads now entering or hereafter to enter the same, and all individuals and companies doing business with said Railroads.

Fourth: The length of such railroad as near as may be will be ten (10) miles, of broad or standard gauge.

Fifth: The said Railroad will be wholly within the limits of the City of St. Louis, in the State of Missouri.

Sixth: The amount of the capital stock of the said corporation shall be two hundred and fifty thousand ($250,000) dollars; and the number of shares of which said capital stock shall consist is two thousand five hundred (2,500), each of said shares to be of the par value of one hundred ($100) dollars.

Seventh: The number of the directors of said company shall be five (5) and their names and places of residence are as follows to-wit:

J. M. Thompson, St. Louis, Missouri.
E. W. Woodward, Warren County, Ohio.

Theophile Papin, St. Louis, Missouri.
J. N. Kinney, Cincinnati, Ohio.
S. M. Breckinridge, St. Louis, Missouri.

In Witness Whereof, We have hereunto set our hands and seals, this twentieth day of February, A. D., 1880, and have added thereto our respective places of residence, and the number of shares of stock in said company which we, and each of us respectively agree to take.

J. M. Thompson (Seal), Ten Shares, St. Louis, Mo.
E. W. Woodward (Seal), One Hundred Shares, Warren County, O.
Theophile Papin (Seal), Ten Shares, St. Louis, Mo.
S. M. Breckinridge (Seal), Ten Shares, St. Louis, Mo.
Lewis B. Jones (Seal), One Share, St. Louis, Mo.

State of Missouri,
City of St. Louis.

On this (20th) twentieth day of February, A. D. 1880, before me the undersigned, a notary public in and for said city duly commissioned and qualified, for a term expiring on the 21st day of December, A. D. 1881, came J. M. Thompson, E. W. Woodward, Theophile Papin, L. B. Jones and S. M. Brekinridge, who are severally personally known to me to be the same persons whose names are subscribed to the foregoing articles of association, as parties thereto, and severally acknowledged that they executed the same for the purposes therein mentioned.

In Witness Wherof, I have hereunto set my hand and seal at my office in the city of St. Louis, aforesaid, this twentieth day of February, A. D. 1880.

(Seal.) Wm. A. Clark,
Notary Public St. Louis City, Missouri.

State of Missouri,
City of St. Louis.

We, the undersigned, directors named in the articles of association of the Terminal Railroad of St. Louis,

to which this is annexed, being first severally, solemnly sworn, on our oaths say that one thousand dollars of stock for every mile of standard or broad gauge railroad, proposed to be made by said company, has been in good faith subscribed, and that five (5) per cent has been paid thereon, in cash, to the directors named in the foregoing articles of association, in good faith, and that it is intended, in good faith, to construct, maintain and operate, the standard or broad gauge railroad mentioned in said articles of association.

J. M. Thompson,
E. W. Woodward,
S. M. Breckinridge.

State of Missouri,
City of St. Louis.

Subscribed and sworn to before me this twentieth (20th) day of February, A. D. 1880, by the said J. M. Thompson, E. W. Woodward and S. M. Breckinridge.

Witness my hand and seal of office the day and year last above written. My term of office expires as such notary December 21st, 1881.

(Seal.) Wm. A. Clark,
Notary Public, St. Louis City, Missouri.

Filed February 25, 1880.

Mich'l. K. McGrath,
Secretary of Sate.

Office of the Terminal Railroad of St. Louis.
St. Louis, Missouri.

We, the undersigned, President of the Board of Directors, and Secretary, respectively, of the Terminal Railroad of St. Louis, a corporation organized and existing under the laws of the State of Missouri, hereby certify that at a meeting of the stockholders of said Terminal Railroad of St. Louis, held at the office of the company in the said City of St. Louis, on the 2nd day of August, A. D., 1882, the following resolution was adopted as appears from the official record of the proceedings of said meeting, by a unanimous vote of all

the stockholders present and represented by proxy. The said persons so present and represented by proxy, holding the larger amount in value of the capital stock of said company, that is to say, holding ( )——of the (2,500) twenty-five hundred shares, composing said capital stock, said meeting of said stockholders having been duly called, as by law required:

"Resolved, That the stockholders of this company hereby approve the proposition to increase the capital stock of the Terminal Railroad of St. Louis, from two hundred and fifty thousand ($250,000) dollars to five hundred thousand dollars ($500,000) the present capital being found insufficient, and hereby consent to and authorize said increase to be made and authorize and direct the steps required by law for that purpose to be taken."

And we further certify that at a meeting of the board of directors of said Terminal Railroad of St. Louis, duly called, and held also at its said office on the tenth (10th) day of August, A. D., 1882, a majority of said board being present, the following resolution was unanimously adopted:

"Resolved, That in accordance with the recommendation of the Board of Directors of this company, at its meeting held on the 1st day of June, A. D., 1882, and with the action of the stockholders at their meeting held on the 2nd day of August, A. D. 1882, sanctioning and authorizing the same, that the capital stock of the Terminal Railroad of St. Louis, be and the same is hereby increased, by the amount of two hundred and fifty thousand ($250,000) in addition to the present capital, making the entire capital of the company five hundred thousand dollars ($500,000)."

Whereupon, the capital stock of said company, to-wit, said Terminal Railroad of St. Louis, was increased to Five hundred thousand ($500,000) dollars, by said increase of two hundred and fifty thousand ($250,000) dollars.

All of which, as by law required, is hereby certified to the secretary of state of said state of Missouri, as witness our hands and the corporate seal of said company this 10th (tenth) day of August, A. D. 1882.

(Corporate seal.) J. M. Thompson,
President of the Terminal R. Rd. of St. Louis.

Attest with the seal of the company:

Jas. Hanna,
Secretary of the Terminal R. Rd. of St. Louis.

Filed August 11th, 1882.

Mich'l. K. McGrath,
Secretary of State.

Complainant's Exhibit "6" is in the words and figures following, to-wit:

State of Illinois,)
)ss.
County of St. Clair,)

To Henry D. Dement, Secretary of State:

We, the undersigned, S. W. Cobb, John R. Holmes, John M. Gilkeson and C. C. Rainwater, propose to form a corporation under an Act of the General Assembly of the State of Illinois, entitled, "An Act Concerning Corporations," approved April 18, 1872, and all acts amendatory thereof; and for the purpose of such organization we hereby state as follows, to-wit:

1. The name of such corporation is The St. Louis Merchants' Bridge Company.
2. The object for which it is formed is to construct and maintain a bridge and approaches thereto over the Mississippi river to City of St. Louis, in State of Missouri from some suitable point between the North line of St. Clair County in State of Illinois and the mouth of Missouri river in State of Illinois.
3. The capital stock shall be Five hundred thousand dollars.
4. The amount of each share is One hundred dollars.
5. The number of shares Five thousand.

6. The location of the principal office is in Venice in the County of Madison, State of Illinois.

7. The duration of the corporation shall be ninety-nine years.

S. W. Cobb,
Jno. R. Holmes,
Jno. M. Gilkeson,
C. C. Rainwater.

State of Illinois,)
)ss.
County of St. Clair,)

I, Wm. P. Launtz, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 24th day of April A. D. 1886, personally appeared before me S. W. Cobb, John R. Holmes, John M. Gilkeson and C. C. Rainwater, to me personally known to be the same persons who executed the foregoing statement, and severally acknowledged that they executed the same for the purpose therein set forth.

In Witness Whereof, I have hereunto set my hand and seal the day and year above written.

(Seal.) Wm. P. Launtz,
Notary Public.

Filed, April 26, 1886.

Henry D. Dement,
Secretary of State.

State of Illinois, Department (Seal) of State. Henry D, Dement, Secretary of State.

To All to Whom these Presents Shall Come—Greeting:

Whereas, It being proposed by the persons hereinafter named to form a corporation, under an Act of the General Assembly of the State of Illinois, entitled "An Act Concerning Corporations," approved April 18th, 1872, in force July 1st, 1872, and the amendments thereto, the objects and purposes of which Corporation are set forth in a statement duly signed and acknowledged according to law, and this day filed in the office of the Secretary of State;

Now, therefore, I, Henry D. Dement, Secretary of State of the State of Illinois, by virtue of the power vested in and the duties imposed upon me by law, do hereby authorize, empower and license S. W. Cobb, John R. Holmes, Jno. M. Gilkeson and C. C. Rainwater, the persons whose names are signed to the before mentioned statement, as Commissioners to open books for subscription to the capital stock of The St. Louis Merchants Bridge Company, such being the name of the proposed Corporation as contained in the statement, at such times and places as the said Commissioners may determine.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Springfield, this 26th day of April in the year of our Lord one thousand eight hundred and eighty-six and of the Independence of the United States the one hundred and ten."

(Seal.) Henry D. Dement,
Secretary of State.

To Henry D. Dement, Secretary of State of the State of Illinois:

The Commissioners, duly authorized to open Books of Subscription to the Capital Stock of The St. Louis Merchants Bridge Company, pursuant to license issued, bearing date the 26th day of April A. D. 1886, do hereby report that they opened books of subscription to the Capital Stock of said Company, and that the said stock was fully subscribed; that the following is a true copy of such subscription, viz.:

We, the undersigned, hereby severally subscribe for the number of shares set opposite our respective names, to the Capital Stock of The St. Louis Merchants Bridge Company, and we severally agree to pay the said Company, for each share, the sum of one hundred dollars,

Name.	Shares.	Amount.
D. R. Francis	950	$95,000
S. W. Cobb	950	95,000
John D. Perry	950	95,000
C. C. Rainwater	950	95,000
John R. Holmes	400	40,000
John M. Gilkeson	40	40,000
John Whittaker	40	40,000

That on the tenth day of May A. D. 1886, at the office of the Company in Venice, Madison County, Illinois, at the hour of 3 o'clock p. m., they convened a meeting of the subscribers aforesaid pursuant to notice required by law, which said notice was deposited in the post office, properly addressed to each subscriber, ten days before the time fixed therein, a copy of which said notice is as follows, to-wit.:

You are hereby notified that the Capital Stock of The St. Louis Merchants Bridge Company has been fully subscribed, and that a meeting of the subscribers of such stock will be held at the office of the Company in Venice, Madison County, Illinois, on the tenth day of May A. D. 1886, at 3 o'clock p. m., for the purpose of electing a Board of Directors for said Company, and for the transaction of such other business as may be deemed necessary.

Signed,

S. W. Cobb,
Jno. R. Holmes,
Jno. M. Gilkeson,
C. C. Rainwater,
Commissioners.

That said subscribers met at the time and place in said notice specified, and proceeded to elect Directors and that the following persons were duly elected for the term of one year, viz.:

D. R. Francis
S. W. Cobb
John D. Perry
C. C. Rainwater
John R. Holmes
John M. Gilkeson
John Whittaker.

S. W. Cobb,
Jno. R. Holmes,
Jno. M. Gilkeson,
Commissioners.

State of Illinois, Department (Seal) of State. Henry D. Dement, Secretary of State.

To All to Whom these Presents Shall Come, Greeting:

Whereas, a statement, duly signed and acknowledged, has been filed in the office of the Secretary of State, on the 26th day of April, A. D., 1886, for the organization of the St. Louis Merchants' Bridge Company under and in accordance with the provisions of "An Act Concerning Corporations," approved April 18, 1872, and in force July 1, 1872, and all acts amendatory thereof a copy of which statement is hereto attached:

And, Whereas, a License having been issued to S. W. Cobb, John R. Holmes, John M. Gilkeson and C. C. Rainwater as Commissioners to open books for subscription to the Capital Stock of said Company;

And, Whereas, the said Commissioners have, on the eleventh day of May, A. D., 1886, filed in the office of the Secretary of State a report of their proceedings under said License, a copy of which report is hereto attached;

Now, Therefore, I, Henry D. Dement, Secretary of State of the State of Illinois, by virtue of the powers

vested in me by law, do hereby certify that the said St. Louis Merchants' Bridge Company is a legally organized Corporation under the laws of this State.

In Testimony Whereof, I hereunto set my hand, and cause to be affixed the Great Seal of State.

Done at the City of Springfield this eleventh day of May in the year of our Lord, one thousand, eight hundred and eighty-six and of the Independence of the United States the one hundred and tenth.

(Seal.) Henry D. Dement,
Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I. William H. Hinrichsen, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of The St. Louis Merchants' Bridge Company, the original of which is now on file in this office.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the City of Springfield, this 25th day of June, A. D., 1895.

(Seal.) Seal of the State of Illinois.

W. H. Hinrichsen,
Secretary of State.

Complainant's Exhibit "7" is in the words and figures following, to-wit:

At a meeting of the stockholders of the St. Louis Merchants' Bridge Company, held at its office in the town of Venice, State of Illinois, pursuant to a published notice as required by law, and also pursuant to a notice delivered personally to each of the stockholders of said Company, signed by a majority of its Directors, stating that the stockholders of said Company would meet at its office in Venice, Illinois, January 21st, 1889, for the following purposes:

1st. For the purpose of voting upon a proposition to increase the number of directors of said company from 7 to 9.

2nd. For the purpose of voting upon a proposition to increase the amount of the capital stock of said company from $500,000.00 to $2,000,000.00.

3rd. For the purpose of voting upon such other propositions as might come before said meeting: There were present all the stockholders of said company, and upon a ballot being taken upon the proposition to increase the number of directors of said company from 7 to 9 it was found that there were 5,000 votes, each vote representing one share of stock, in favor of said proposition and none against it, and upon a ballot being taken upon the proposition to increase the capital stock of said company from $500,000.00 to $2,000,000.00 it was found that there were 5,000 votes, each vote representing one share of stock, in favor of said proposition, and none against it.

It therefore appearing that more than two-thirds of said stock of said Company having voted in favor of the proposition to increase the number of directors from 7 to 9 and for increase of amount of capital stock from $500,000 to $2,000,000, it was accordingly ordered.

In Testimony Whereof the said corporation has caused this certificate to be signed by its president with its corporate seal affixed, attested by its Secretary, this 24th day of January, A. D. 1889.

(Seal.) St. Louis Merchants Bridge Co.,
By S. W. Cobb, President.

Attest: John H. Overall, Secretary.

S. W. Cobb on his oath says that he is president of the St. Louis Bridge Company and that the facts stated in the foregoing certificate are true.

(Seal.) Virgil M. Harris,
Notary Public.

Endorsed: Certificate of Increase of Capital Stock and Number of Directors of the St. Louis Merchants Bridge Co.
Box 335. No. 12,282.
Filed Feb. 23, 1889.

I. N. Pearson,
Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, William H. Hinrichsen, Secretary of State of the State of Illinois, hereby certify that the foregoing is a true copy of Certificate of Increase of Capital Stock and Number of Directors of the St. Louis Merchants Bridge Company.

Filed Feb. 23, 1889, the original of which is now on file in this office.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 25th day of June, A. D. 1895.

W. H. Hinrichsen,
Secretary of State.

(Seal.) Seal of the State of Illinois.

Complainant's Exhibit "8" is in the words and figures following, to-wit:

East St. Louis Terminal Railway Company.

The undersigned desiring to become an incorporated company in accordance with the provisions of Chapter 114 of "The Revised Statutes of the State of Illinois, A. D. 1874" for the purpose of constructing and operating a railway in said State do hereby adopt and sign the following Articles of Incorporation:

First. The name of this corporation shall be "The East St. Louis Terminal Railway Company."

Second. It is intended to construct said Railway from a point on the Western boundary of the State of Illinois at or near the town of Venice in Madison County of said State to the town of East Carondelet in the county of St. Clair with such branches as may be necessary to connect said proposed railroad with the various railways now terminating at East St. Louis and at East Carondelet or to purchase, lease or otherwise acquire any railway now constructed and operated along any part of said proposed route or any Ferry, Bridge or Transfer boats connecting with said proposed road.

Third. The principal business office of said corporation shall be located at the City of East St. Louis, in said State.

Fourth. The amount of the capital stock of said corporation shall be Five Million (5,000,000) dollars.

Fifth. The existence of said corporation shall commence on the fourth day of August, A. D. 1887 and shall continue for a term of fifty (50) years from said date.

Sixth. The names and places of residence of the several persons forming this association are Samuel Hays, John R. Laughlin, F. W. Smith, W. C. Morris and Joseph H. Zumbalen all of whom reside in the State of Missouri.

Seventh. The members of the first Board of Directors shall be Samuel Hays, John R. Laughlin, F. W. Smith, W. C. Morris and Clinton Rowell and the government of said association and the management of its affairs shall be vested in them and in such officers as they may appoint.

Eight. The number of shares in the capital stock of said corporation shall be fifty thousand (50,000) and the amount of the par value of each of said shares shall be one hundred ($100) dollars.

In Witness Whereof we have hereunto set our hands and seals this fourth day of August A. D., 1887.

Samuel Hays (Seal.)
J. R. Laughlin (Seal.)
F. W. Smith (Seal.)
W. C. Morris (Seal.)
Joseph H. Zumbalen (Seal.)

State of Missouri,)
)ss.
City of St. Louis,)

Personally appeared this 6th day of August A. D., 1887, before me the undersigned, a Notary Public for and within said City and State, William C. Morris, Samuel Hays, F. W. Smith, John R. Laughlin and Joseph H. Zumbalen, who are personally known to me to be the same persons whose names are subscribed to the foregoing statement and being by me duly sworn do make affidavit that the matters and facts therein stated are true.

(Seal.)

Walter C. Carr,
Notary Public.

County of Madison,)
)
State of Illinois.)

I hereby certify that the within instrument was this day duly recorded in said County in Book 125, Page 516, this 13th day of August, A. D., 1887, at 9 o'clock a. m.

Robert Hagnauer,
Clerk Circuit Court.

State of Illinois,)
)ss.
County of St. Clair,)

This instrument was filed for record this 8th day of August A. D., 1887, at 7:40 o'clock a. m., and recorded in Book 4, Page 539, of Inc.

D. J. Canty,
Recorder.

Filed for record in the office of the Secretary of State of Illinois, Aug. 16th, 1887, at 9 o'clock a. m. and recorded.

Henry D. Dement,
Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of Secretary.

I, William H. Hinrichsen, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of East St. Louis Terminal Railway Company.

Filed for record in this office August 16th, 1887, and duly recorded in Book 6 at page 406 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, this 25th day of June, A. D., 1895.

(Seal.) Seal of the State of Illinois.

W. H. Hinrichsen,
Secretary of State.

Complainant's Exhibit "9" is in the words and figures following, to-wit:

State of Missouri, ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the Articles of Association of the St. Louis Merchants' Bridge Terminal Railway Company and of the affidavit of three of the directors of said company thereto annexed, filed August 18th, 1887, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at

office in the City of Jefferson, this 24th day of June, A. D. 1895.

(Seal.) The Great Seal of the State of Missouri.

A. A. Lesueur,
Secretary of State.

Know All Men by These Presents: That we, whose names are hereunto subscribed, do hereby associate ourselves together for the purpose of forming a corporation under the provisions of the laws of the State of Missouri, and more particularly under the provisions of Article 2, Chapter 21, of the Revised Statutes of the State of Missouri.

First. The name of this corporation shall be "St. Louis Merchants' Bridge Terminal Railway Company."

Second. This corporation shall continue as a body corporate for the term of fifty years.

Third. This corporation is organized for the purpose of constructing, maintaining and operating a standard gauge railroad within the corporate limits of the City of St. Louis, State of Missouri.

Fourth. The railroad to be constructed, maintained and operated by this corporation will be of the length of fourteen miles, in the City of St. Louis, State of Missouri.

Fifth. The capital stock of this corporation is one million dollars, divided into ten thousand shares of the par value of one hundred dollars each, and one hundred thousand dollars of the capital stock of this corporation has been subscribed and five per cent paid thereon in good faith and in cash to the directors named in these articles of association.

Sixth. The business of this corporation shall be managed by a Board of Directors composed of seven shareholders and the following named shareholders shall constitute the Board of Directors for this corporation for the first year and until others are chosen in their places: Seth W. Cobb, Charles C. Rainwater, John D. Perry, John M. Gilkeson, John Whittaker, John R. Holmes and John H. Overall.

In Testimony Whereof, We hereunto subscribe our names and places of residence and the number of shares subscribed by us in said company, this fifteenth day of August, 1887.

S. W. Cobb, St. Louis, Mo., One hundred and fifty shares, $15,000.00.

C. C. Rainwater, St. Louis, Mo., One hundred and fifty shares $15,000.00.

John D. Perry, St. Louis, Mo., One hundred and forty shares, $14,000.00.

Jno. M. Gilkeson, St. Louis, Mo., One hundred and forty shares, $14,000.00.

John Whittaker, St. Louis, Mo., One hundred and forty shares, $14,000.00.

Jno. R. Holmes, St. Louis, Mo., One hundred and forty shares, $14,000.00.

John H. Overall, St. Louis, Mo., One hundred and forty shares, $14,000.00.

State of Missouri,)
) ss.
City of St. Louis.)

On this seventeenth day of August, A. D., one thousand, eight hundred and eighty-seven, came C. C. Rainwater, John D. Perry and John H. Overall, to me known, being three of the directors of the St. Louis Merchants' Bridge Terminal Railway Company named in the above and foregoing articles of association, who, being by me first duly sworn, on their respective oaths, state that the above and foregoing articles of association, herewith filed, contain the true and original list of subscribers to the capital stock of said railway company, and that one thousand (1,000) dollars of stock per mile for every mile of railway proposed to be built by said company is subscribed thereto in good faith, and five (5) per cent paid thereon in good faith, in cash, to the directors named in said articles of association; and it is intended in good faith to construct,

maintain and operate the standard railway mentioned in these said articles of association.

John D. Perry, (Seal.)
C. C. Rainwater, (Seal.)
John H. Overall. (Seal.)

Subscribed and sworn to before me, the undersigned notary public, within and for the City of St. Louis, on this seventeenth day of August, A. D. 1887.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, at my office in the City of St. Louis, State of Missouri, on the day and year last above written.

(Seal.) W. H. Scudder, Jr.,
Notary Public, City of St. Louis, Mo.

Filed August 18, 1887.

Mich'l. K. McGrath,
Secretary of State.

Complainant's Exhibit "10" is in the words and figures following, to-wit:

State of Missouri—ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the agreement of the St. Louis Merchants Bridge Terminal Railway Company, The Terminal Railroad Association of St. Louis, and St. Louis Terminal Railway Company, filed January 17, 1894, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 20th day of June A. D. 1895.

A. A. Lesueur,
Secretary of State.

(Seal.) The Great Seal of the State of Missouri.

This Agreement, entered into this seventeenth day of August, 1895, by and between the St. Louis Mer-

chants Bridge Terminal Railway Company, a corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the Merchants Company, the Terminal Railroad Association of St. Louis, likewise a corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the Terminal Association, and the St. Louis Terminal Railway Company, likewise a corporation organized and existing under the laws of said State, hereinafter referred to as the Terminal Railway, witnesseth:

Whereas, On the 2nd day of January, 1892, a contract was entered into between said Terminal Railway, as a party of the first part, and said Merchants Company, as party of the second part, by which said contract said Merchants Company agreed and undertook, for the consideration and upon the terms and conditions in said contract set forth, to construct the railroad of said Terminal Railway, therein described; and

Whereas, Said Merchants Company has sold one million two hundred thousand dollars ($1,200,000) of the first mortgage bonds of said Terminal Railway, acquired by said Merchants Company; and

Whereas, Said Terminal Association has succeeded to all the rights of the purchasers of said $1,200,000 of said first mortgage bonds, and desires to become the assign of said Merchants Company in said contract;

Now, Therefore, It is agreed by and between the parties hereto as follows, to-wit.:

First: Said Merchants Company hereby transfers, assigns and sets over unto said Terminal Association said contract and all right, title and interest in and to the same, and all leasehold interest, stocks, bonds and other property of every nature and kind, described in said contract and had or acquired by said Merchants Company thereunder.

Second: Said Terminal Association hereby accepts the transfer and assignment to it of said contract and property, and in consideration therefor hereby agrees to construct said railroad in accordance with said contract, and further agrees and undertakes to fully carry out, perform and discharge all and singular the covenants and obligations assumed by said Merchants Company under the provisions of said contract, with like force and effect and to all intents and purposes as if said Terminal Association had been party of the second part therein; and further agrees to cancel the guarantee of said Merchants Company on said bonds, and endorse its own guarantee thereon; and further agrees that where the line of said Terminal Railway runs through the real estate now owned by the Farmers Land Improvement Company it shall pay for the right of way therefore at the same rate as said Farmers Land Improvement Company paid.

Third: Said Terminal Railway hereby assents to the above and foregoing assignment and hereby releases said Merchants Company from any and all obligations assumed by it in said contract and accepts, in lieu thereof, the covenants herein assumed by said Terminal Association to perform the obligations in said contract imposed upon said party of the second part therein.

In Witness Whereof, The parties hereto have caused their respective corporate seals to be hereunto affixed, and these presents to be subscribed by their respective presidents and secretaries, this seventeenth day of August, 1893.

St. Louis Merchants Bridge Terminal R. R. Co.,
(Seal.) By C. C. Rainwater, President.
Attest: John H. Overall, Secretary.

Terminal Railroad Association of St. Louis,
(Seal.) By Wm. Taussig, President.
Attest: Jas. Hanna, Secretary.

St. Louis Terminal Railway Company,
(Seal.) By Charles D. McClure, President.
Attest: Jno. Greenough, Secretary.

State of Missouri,)
)ss.
City of St. Louis.)

On this seventeenth day of August, 1893, before me appeared C. C. Rainwater, to me personally known, who being by me duly sworn, did say that he is the president of the St. Louis Merchants Bridge Terminal Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. C. Rainwater acknowledged said instrument to be free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

State of Missouri,)
)ss.
City of St. Louis.)

On this seventeenth day of August, 1893, before me appeared William Taussig, to me personally known, who being by me duly sworn, did say that he is the president of the Terminal Railroad Association of St. Louis, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said William Taussig acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

State of Missouri,)
)ss.
City of St. Louis.)

On this seventeenth day of August, 1893, before me appeared William Taussig, to me personally known, who being by me duly sworn, did say that he is the president of the Terminal Railroad Association of St. Louis, and that the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said William Taussig acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

State of Missouri,)
)ss.
City of St. Louis.)

On this seventeenth day of August, 1893, before me appeared Charles D. McLure, to me personally known, who being by me duly sworn, did say that he is the president of the St. Louis Terminal Railway Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Charles D. McLure acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

Office of the St. Louis Merchants Bridge Terminal Railway Company.

St. Louis, Mo., August 17th, 1893.

This is to certify that the holders of a majority of the capital stock of this company have assented in writing to the execution of the above and foregoing contract.

Witness our hands and seal of said company.

(Seal.) C. C. Rainwater, President.

John H. Overall, Secretary.

Office of the Terminal Railroad Association of St. Louis.

St. Louis, Mo., August 17th, 1893.

This is to certify that the holders of a majority of the capital stock of this Company have assented in writing to the execution of the above and foregoing contract.

Witness our hands and seal of said company.

(Seal.) Wm. Taussig, President.

Jas. Hanna, Secretary.

Office of the St. Louis Terminal Railway Company.

St. Louis, Mo., August 17th, 1893.

This is to certify that the holders of a majority of the capital stock of this company have assented in writing to the execution of the above and foregoing contract.

Witness our hands and seal of said company.

(Seal.) Charles D. McLure, President.

Jno. Greenough, Secretary.

Filed Jan. 17, 1894.

A. A. Lesueur,
Secretary of State.

Office of the Terminal Railroad of St. Louis, Missouri.

St. Louis, Missouri.

We, the undersigned President of the Board of Directors and Secretary respectively of the Terminal Railroad of St. Louis, a corporation organized and existing under the laws of the State of Missouri, hereby certify

that at a meeting of the stockholders of said Terminal Railroad of St. Louis, held at the office of the company in the said city of St. Louis, on the 3rd day of March, A. D. 1885, the following resolution was adopted as appears from the official record of the proceedings of said meeting by a unanimous vote of all the stockholders present and represented by proxy, holding the larger amount in value of the capital stock of said company, that is to say, of the (5,000) five thousand shares composing said capital stock, said meeting of said stockholders having been duly called as by law required:

"Resolved, That the stockholders of this company hereby approve the proposition to increase the capital stock of the Terminal Railroad of St. Louis from ($500,000) five hundred thousand dollars to ($700,000) seven hundred thousand dollars, that is, to increase the same by ($200,000) two hundred thousand dollars, and hereby consent to and authorize said increase to be made, and authorize and direct the steps required by law for that purpose to be taken."

And we further certify that at a meeting of the Board of Directors of said Terminal Railroad of St. Louis duly called and held also at its said office on the 3rd day of March, A. D. 1885, a majority of said board being present, the following resolution was unanimously adopted:

"Resolved, That in accordance with the recommendation of the Board of Directors of this company at its meeting held on the 10th day of December, A. D. 1884, and with the action of the stockholders at their meeting held on the 3rd day of March, A. D. 1885, sanctioning and authorizing the same, that the capital stock of the Terminal Railroad of St. Louis, be and the same is hereby increased by the amount of two hundred thousand dollars ($200,000) in addition to the present capital stock making the entire capital of the company seven hundred thousand dollars ($700,000.)"

Whereupon the capital stock of said company, to-wit: said Terminal Railroad of St. Louis was increased to

seven hundred thousand dollars ($700,000) by said increase of two hundred thousand dollars ($200,000) all of which as by law required is hereby certified to the Secretary of State of said State of Missouri, as witness our hands and the corporate seal of said company this fourth (4th) day of March, A. D., 1885.

(Corporate seal.) J. M. Thompson,
President of the Terminal Railroad of St. Louis.

Attest with the seal of the company:

Jas Hanna,
Secretary of the Terminal R. Rd. of St. Louis.

Filed March 7th, 1885.

Mich'l. K. McGrath,
Secretary of State.

Resolution of the Terminal Railroad of St. Louis.

Whereas, The Terminal Railroad of St. Louis, a railroad corporation duly created and organized under the laws of the State of Missouri, proposes to consolidate its property and franchises with the property and franchises of the Union Railway & Transit Company of St. Louis, the same being likewise a railroad corporation duly created and organized under the laws of the State of Missouri; and

Whereas, It is provided in Volume 1, Section 789, of the Revised Statutes of Missouri (1879) that before any railroad companies shall consolidate their roads as above contemplated under the provisions of Article 2, Chapter 21, of said Revised Statutes, they shall each file with the Secretary of State a resolution accepting the provisions of said Article.

Therefore, Be it Resolved: That the Terminal Railroad of St. Louis does hereby accept the provisions of said Article 2, Chapter 21, and the President and Secretary of this Company are hereby authorized and directed to sign this resolution and affix thereto the corporate seal of this Company, and file the same with the Secretary of State as required by law.

(Seal.) George J. Gould, President.
A. H. Calef, Secretary.

State of Missouri)
)ss.
City of St. Louis)

The undersigned, being President and Secretary respectively of the Terminal Railroad of St. Louis, hereby certify that the foregoing resolution was duly adopted and passed by a majority vote of the stock of said company at a special meeting of the stockholders thereof, held at the office of said company in the City of St. Louis and State of Missouri, on the 24th day of July, 1889, which meeting was called for the purpose of considering the same; and we further certify that public notice of the time, place and purpose of such meeting of the stockholders was given by advertisement in the St. Louis Republic, a newspaper printed in the said City of St. Louis—the same being the City wherein the general offices of said company are situated—once a week, for sixty days, the first insertion of said notice having been made in said newspaper not less than sixty days, and the last insertion thereof having been made not less than one nor more than six days previous to the day on which such meeting was held.

In Testimony Whereof, We have hereunto set our official signatures and the corporate seal of said company, this 24th day of July, 1889.

(Seal.) George J. Gould, President.
A. H. Calef, Secretary.

State of Missouri)
)ss.
City of St. Louis)

Personally appeared before the undersigned, a Notary Public within and for the City and State aforesaid, Charles W. Knapp, who being duly sworn, deposeth and saith that the annexed advertisement was published in The St. Louis Republic, printed within the said City and State, of which he is one of the publishers, for 10 times, the first insertion being on the 20th day of May and the last insertion on the 22nd day of July, 1889, as follows:

First time, 20th of May.
Second time, 27th of May.
Third time, 4th of June.
Fourth time, 10th of June.
Fifth time, 17th of June.
Sixth time, 24th of June.
Seventh time, 1st of July.
Eighth time, 8th of July.
Ninth time, 15th of July.
Tenth time, 22nd of July.

Charles W. Knapp.

Sworn to and subscribed before me this 23d day of July, 1889.

(Seal.) Paschall Carr,
Notary Public, City of St. Louis.

Notice—To the Stockholders of the Terminal Railroad of St. Louis.—Notice is hereby given that on Wednesday, the 24th day of July, in the year eighteen hundred and eight-nine, a special meeting of the stockholders of said company will be held at the general office of said company in the City of St. Louis, at nine (9) o'clock a. m., for the purpose of considering a resolution relative to the proposed consolidation of said Terminal Railroad of St. Louis and the Union Railway and Transit Company of St. Louis, and the proposed acceptance by said Terminal Railroad of St. Louis of article 2, chapter 21, of the Revised Statutes of Missouri.

A. H. Calef, Secretary.

George J. Gould, President.
St. Louis, May 20, 1889.
Filed July 25, 1889,

A. A. Lesueur,
Secretary of State.

This Agreement, Made this twenty-sixth (26th) day of July, in the year Eighteen Hundred and Eighty-nine, between the Union Railway & Transit Company of St. Louis, a railroad company duly created and organized under the laws of the State of Missouri, and

the Terminal Railroad of St. Louis, likewise a railroad company duly created and organized under the laws of the State of Missouri.

Bears Witness;

Whereas, Each of said companies is the owner of a completed railroad wholly constructed in the City of St. Louis, in the State of Missouri, and said railroads are so connected that they form, in the main, one continuous line of railroad running, in the main, in the same general direction, and

Whereas, It is believed that the interests of said companies respectively will be subserved and the business of said companies as common carriers with the public can be transacted with greater efficiency and economy if said companies shall become consolidated into one railroad company, as authorized and provided by the laws of the State of Missouri, therefore, it is agreed between the parties as follows:

1. The said Union Railway and Transit Company of St. Louis and the said Terminal Railroad of St. Louis shall be, and the same are hereby wholly consolidated into one railroad company of the State of Missouri.

2. The name of said consolidated company shall be "Terminal Railroad Association of St. Louis."

3. The total authorized capital stock of said consolidated company shall be Seven Million Dollars ($7,000,000), the same to consist of Seventy Thousand (70,000) shares of One Hundred Dollars ($100) each.

4. The stock of said consolidated company shall be issued to the extent that the same may be necessary, to the present holders of the capital stock of the Union Railway & Transit Company, and of the Terminal Railroad of St. Louis in lieu of and in exchange therefore, share for share.

5. The directors of said consolidated company shall be eight (8) in number, and the following are the names

and residences of the persons who shall constitute the first Board of Directors:

S. H. H. Clark, St. Louis, Mo.
D. S. H. Smith, St. Louis, Mo.
James Hanna, St. Louis, Mo.
George C. Smith, St. Louis, Mo.
C. G. Warner, St. Louis, Mo.
William Taussig, St. Louis, Mo.
George J. Gould, New York City, N. Y.
A. H. Calef, New York City, N. Y.

In Testimony Whereof, the parties have caused this agreement to be executed in duplicate by their proper officers, and their corporate seals to be hereto affixed, as of the day and year hereinbefore mentioned.

Union Railway & Transit Company of St. Louis.
(Seal.) By George J. Gould, President.
Attest: A. H. Calef, Secretary.

Terminal Railroad of St. Louis.
(Seal.) By George J. Gould, President.
Attest: A. H. Calef, Secretary.

St. Louis, Mo., July 26th, 1889.

The undersigned, being the owner of a majority of the capital stock of the Union Railway & Transit Company of St. Louis, and also of the capital stock of the Terminal Railroad of St. Louis, hereby ratifies and approves in writing the foregoing agreement of consolidation between said companies.

Jay Gould.

St. Louis, Missouri, July 26th, 1889.

The undersigned being Presidents and Secretaries, respectively, of the Union Railway & Transit Company of St. Louis, and of the Terminal Railroad of St. Louis, hereby certify that the foregoing is a true copy of the agreement of consolidation this day executed by said companies; also of the approval thereof in writing by the person purporting to own a majority of the capital stock of each of said companies. And we do

further certify that the person so ratifying and approving is the owner of the majority of the capital stock of each of said companies.

(Seal.) George J. Gould,
President, Union Railway & Transit Company of St. Louis.

George J. Gould,
President, Terminal Railroad of St. Louis.

(Seal.) A. H. Calef,
Secretary, Union Railway & Transit Company of St. Louis.

A. H. Calef,
Secretary, Terminal Railroad of St. Louis.

Filed July 30, 1889.

A. A. Lesueur,
Secretary of State.

State of Missouri)
)ss.
City of St. Louis)

We, William Taussig, President and James Hanna, Secretary of the Terminal Railroad Association of St. Louis, de hereby certify that at a meeting of the stockholders of said company, held at its office in the City of St. Louis, Missouri, on the fifth (5th) day of April, A. D. 1893, it was ordered, by the consent of the persons holding the larger amount in value of the capital stock of said company that the capital stock thereof be increased from seven million dollars ($7,000,000.00) to Twelve Million Dollars ($12,000,000.00); and, we do further certify that said meeting was called for the purpose of submitting to the shareholders of said company a proposition to increase the capital stock of said company from seven million dollars ($7,000,000.00) to Twelve Million Dollars ($12,000,000.00), and that sixty days notice of the time and place of said meeting, and of the amount of proposed increase of stock was given by publication once a week in a newspaper published in the City of St. Louis, State of Missouri, in which said City of St. Louis said company is located, the first in-

sertion of said notice being not less than sixty days, and the last insertion not less than one day, nor more than six days, previous to the day on which said meeting was held, and that like notice addressed to each of the share holders of said company at his usual place of residence, was deposited in the post office at said City of St. Louis, Missouri, postage prepaid, sixty days before the date of said meeting.

In Witness Whereof, We, William Taussig, President, and James Hanna, Secretary, of said Terminal Railroad Association of St. Louis, have hereunto set our hands and caused to be affixed the corporate seal of said Terminal Railroad Association of St. Louis, duly attested at its Secretary, this 13th day of April, 1893.

(Corporate Seal.) Wm. Taussig,
President.

Attest with seal of company:

Jas, Hanna, Secretary.

Files and certificate issued Apr. 17th, 1893.

A. A. Lesueur,
Secretary of State.

In the Matter of the change in the number of Directors of the Terminal Railroad Association of St. Louis.

State of Missouri)
)ss.
City of St. Louis)

James Hanna being duly sworn upon his oath deposes and says that he is the Secretary of the Terminal Railroad Association of St. Louis, a body corporate duly incorporated and organized under the laws of the State of Missouri; that at the annual meeting of the stockholders of said corporation held at the said City of St. Louis on the third day of March, 1896, after notice duly given, the number of directors thereof was by the votes of a majority of said stockholders changed from eight as previously fixed by the agree-

ment of incorporation and association of said body to seven, and was from thence fixed at said number seven. And further deponent saith not.

Jas. Hanna.

Subscribed and sworn to before me on this 5th day of March, 1896.

My terms expires September 19th, 1898.

(Seal.) H. D. Heuer,
Notary Public, City of St. Louis, Mo.

Filed March 7, 1896.

A. A. Lesueur,
Secretary of State.

State of Missouri)
)ss.
City of St. Louis)

James Hanna, Secretary of the Terminal Railroad Association of St. Louis, a corporation duly incorporated under the laws of the State of Missouri, being duly sworn, upon his oath states that at a meeting of the stockholders of said corporation, duly called and held on the 8th day of February, 1902, the number of directors of said corporation was, by a vote of its stockholders, cast as its by-laws direct, changed from seven to eight.

(Seal.) Jas. Hanna, Secretary.

Subscribed and sworn to before me, a Notary Public, within and for the City of St. Louis, in the State of Missouri, this 13th day of February, 1902. Witness my hand and notarial seal, the day and year last above written. My term expires the 18th day of September, 1902.

(Seal.) H. D. Heuer,
Notary Public, City of St. Louis, Mo.

Filed Feb. 14, 1902.

Sam B. Cook,
Secretary of State.

State of Missouri)
)ss.
City of St. Louis)

James Hanna, Secretary of the Terminal Railroad Association of St. Louis, a corporation duly incor-

porated under the laws of the State of Missouri, being duly sworn, upon his oath states that at a meeting of the stockholders of said corporation, duly called and held on the 10th day of December, 1902, the number of directors of said corporation was, by a vote of its stockholders, cast as its by-laws direct, changed from eight to ten.

(Corporate Seal.) James Hanna, Secretary.

Subscribed and sworn to before me, a Notary Publice, within and for the City of St. Louis, in the State of Missouri, this 10th day of December, 1902. Witness my hand and notarial seal, the day and year last above written. My term expires the 18th day of September, 1906.

(Seal.) H. D. Heuer,
Notary Public, City of St. Louis, Mo.

Filed Dec. 11, 1902.

Sam B. Cook,
Secretary of State.

Certificate of Increase of the Capital Stock of TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

We, Julius S. Walsh, President of Terminal Railroad Association of St. Louis, and James Hanna, Secretary of Terminal Railroad Association of St. Louis, and the proper corporate officers of said corporation, do hereby certify to the Secretary of State of the State of Missouri, as follows:

First: The capital stock of said Terminal Railroad Association of St. Louis has been duly increased from twelve million dollars ($12,000,000), divided into one hundred and twenty thousand (120,000) shares of the par value of one hundred dollars ($100) each, to the aggregate amount of fifty million dollars ($50,000,000) divided into five hundred thousand (500,000) shares of the par value of one hundred dollars ($100) each.

Second: The persons holding the larger amount in value of the stock of said Terminal Railroad Association, to-wit: The holders of the entire issued capital stock of said Terminal Association, have consented to such increase of the capital stock of said Terminal Association. The consent to such increase of the capital stock of said Terminal Association was obtained at a meeting of the stockholders called for that purpose, and sixty (60) days' notice of the time and place of such meeting and of the amount of proposed increase of stock was given in accordance with the laws of the State of Missouri; such notice was given by advertising in a newspaper published in the City of St. Louis, Missouri, the city in said State in which the general offices of said Terminal Railroad Association of St. Louis are located; the first insertion of said notice was not less than sixty (60) days, and the last not less than one (1) day nor more than six (6) days, previous to the day on which such meeting was held, and said notice was published once each week from the first publication to the last. Said meeting was held at the principal office of said Terminal Railroad Association of St. Louis, in the City of St. Louis, Missouri, on the 10th day of December, 1902, and the board of directors of said Terminal Railroad Association of St. Louis determined to make such increase of stock at a meeting of said board of Directors duly and regularly called and held on the twenty-fourth day of September, 1902.

In Witness Whereof, We have hereunto subscribed our names and affixed the seal of said Terminal Railroad Association of St. Louis, this tenth (10th) day of December, in the year one thousand nine hundred and two.

(Corporate Seal.) Julius S. Walsh,
President of Terminal Railroad Association of St. Louis.

James Hanna, Secretary of Terminal Railroad Association of St. Louis.

Filed and copy issued Dec. 11, 1902.

Sam B. Cook,
Secretary of State.

State of Missouri)
)ss.
City of St. Louis)

James Hanna, Secretary of the Terminal Railroad Association of St. Louis, a corporation duly incorporated under the laws of the State of Missouri, being duly sworn, upon his oath states that at a meeting of the stockholders of said corporation, duly called and held on the 9th day of January, 1903, the number of directors of said corporation was, by a vote of its stockholders, cast as its by-laws direct, changed from ten to thirteen.

(Seal.) Jas. Hanna, Secretary.

Subscribed and sworn to before me, a Notary Public, within and for the City of St. Louis, in the State of Missouri, this 20th day of February, 1903. Witness my hand and notarial seal the day and year last above written.

My term expires the 18th day of September, 1906.

(Seal.) H. D. Heuer,
Notary Public, City of St. Louis, Mo.

Filed and copy issued Feb. 21, 1903.

Sam B. Cook,
Secretary of State.

State of Missouri,)
)ss.
County of Cole.)

Julius S. Walsh, Jr., Assistant Secretary of the Terminal Railroad Association of St. Louis, a corporation duly incorporated under the laws of the State of Missouri, being duly sworn, upon his oath states that at the meeting of the stockholders of said corporation, duly called and held on the 24th day of March, 1903, the number of directors of said corporation was by a vote of its said stockholders, cast as its by-laws direct, changed from thirteen to fifteen.

(Seal.) Julius S. Walsh, Jr.

Subscribed and sworn to before me, a notary public, within and for the county of Cole, State of Missouri, this 24th day of March, 1903.

Witness my hand and notarial seal the day and year last above written.

My term expires the 22nd day of Jan., 1907.

(Seal.) Geo. A. Bockrath,
Notary Public, Cole County, Mo.

Filed and copy issued Mar. 24, 1903.

Sam B. Cook,
Secretary of State.

Complainant's Exhibit "11" is in the words and figures following, to-wit:

State of Missouri, Department (Seal) of State.

To All to Whom these Presents shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of Articles of Association of "The Union Railway and Transit Company of St. Louis," filed April 13th, 1874, and Resolution accepting the provisions of Article 2, Chapter 21, Revised Statutes, 1879, filed July 25th, 1889, as the same appears on file and of record, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri.

Done at the City of Jefferson, this seventeenth day of July, A. D. 1903.

(Seal.) The Great Seal of the State of Missouri.

Sam B. Cook,
Secretary of State.

Articles of Incorporation of

THE UNION RAILWAY AND TRANSIT COMPANY OF ST. LOUIS.

Be It Known, That the undersigned, William Taussig, R. M. Shoemaker, J. N. Kinney, William H. Clement, P. W. Strader and J. M. Thompson, desiring to form a company for the purpose of constructing, maintaining and operating a Railroad for public use, in the

conveyance of persons and property under and in pursuance of the provisions of an Act of the General Assembly of the State of Missouri, being Chapter thirty-seven (37) of the Statutes of said State, known as Wagner's Statutes, concerning private corporations, and of the second (2nd) Article thereof concerning Railroad Companies, do make and sign articles of association, for the organization thereof in manner and form as follows, to-wit:

1st. First. The corporate name and title of the corporation hereby organized shall be "The Union Railway and Transit Company of St. Louis."

2nd. Second. The corporation hereby organized shall continue for Fifty (50) years.

3rd. Third. The Railroad proposed to be constructed by this company and to be maintained and operated by it is to be so constructed, maintained and operated from the Western end of the Tunnel in the City of St. Louis, in the County of St. Louis, in the State of Missouri, at or near Poplar Street in said City of St. Louis to such point West thereof as may be necessary to provide for this corporation necessary grounds for switching, side tracks and whatever other appurtenances may be necessary for its business. The object of this corporation being to construct and operate said Railroad, and also to run trains through said Tunnel and over the Bridge at St. Louis of the Illinois and St. Louis Bridge Company, and thus to form a connection between said Tunnel and said Bridge and the Railroads, constructed or to be constructed, approaching the mouth of said Tunnel on the West Side of the Mississippi River.

4th. Fourth. The length of the proposed Railroad, as near as the same can now be stated shall not exceed twenty-five (25) miles and it is intended to be constructed only in the County of St. Louis in said State of Missouri.

5th. Fifth. The amount of the capital stock of the Company hereby organized shall be Two hundred and fifty thousand dollars ($250,000) to consist of Twenty-

five hundred (2,500) shares of the par value of One Hundred Dollars ($100)each.

6th. Sixth. The names of the Directors of this Company who shall be five (5)in number, and who shall manage its affairs for the first year and until others are chosen in their places and the residences of said Directors respectively are as follows, to-wit:

William Taussig, of St. Louis, Missouri.
R. M. Shoemaker, of Glendale, Ohio.
J. N. Kinney, of Cincinnati, Ohio.
William H. Clement, of Morrow, Ohio.
P. W. Strader, of Cincinnati, Ohio.

7th. Seventh. The principal business office of this Company shall be in the City of St. Louis aforesaid, and its business operations shall be carried on in said City and County of St. Louis, through said Tunnel and over said Bridge in Illinois, and elsewhere as necessity may require or its interests demand.

In Witness Whereof, We the above named subscribers and corporators hereto subscribe our names, places of residence and the number of shares of stock we hereby respectively agree to take in said company, this tenth (10th) day of April, A. D. 1874.

J. N. Kinney, Cincinnati, Ohio, 125 shares, (Seal.)
R. M. Shoemaker, Glendale, Ohio, 250 shares, (Seal.)
P. W. Strader, Cincinnati, O., 125 shares, (Seal.)
Wm. Taussig, St. Louis, 25 shares, (Seal.)
W. H. Clement, Morrow, O., 250 shares, (Seal.)
J. M. Thompson, St. Louis, 50 shares, (Seal.)

State of Missouri,)
) ss.
County of St. Louis.)

Be it remembered that on this eleventh day of April, A. D. eighteen hundred and seventy-four (1874) before me, the undersigned, a Notary Public within and for the County aforesaid, came J. N. Kinney, R. M. Shoemaker, P. W. Strader, Wm. Taussig, W. H. Clement and J. M. Thompson, who are personally known to me to be the

persons whose names are subscribed to the foregoing instrument of writing as parties thereto and they severally acknowledge the same to be their act and deed for the purposes therein mentioned.

Complainant's Exhibit "12" is in the words and figures following, to-wit:

State of Missouri—ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the Articles of Consolidation of the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis under the name of "Terminal Railroad Association of St. Louis," filed July 30, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 24th day of June A. D. 1895.

A. A. Lesueur,
Secretary of State.

(Seal.) The Great Seal of the State of Missouri.

This Agreement, Made this twenty-sixth (26th) day of July, in the years eighteen hundred and eighty-nine, between the Union Railway & Transit Company of St. Louis, a railroad company duly created and organized under the laws of the State of Missouri, and the Terminal Railroad of St. Louis, likewise a railroad company duly created and organized under the laws of the State of Missouri,

Bears Witness:

Whereas, Each of said companies is the owner of a completed railroad wholly constructed in the City of St. Louis, in the State of Missouri, and said railroads are so connected that they form, in the main, one continuous line of railroad running, in the main, in the same general direction; and

Whereas, It is believed that the interests of said companies respectively will be subserved, and the business of said companies as common carriers with the public can be transacted with greater efficiency and economy if said companies shall become consolidated into one railroad company, as authorized and provided by the laws of the State of Missouri, therefore it is agreed between the parties as follows:

1. The said Union Railway and Transit Company of St. Louis and the said Terminal Railroad of St. Louis shall be, and the same are hereby wholly consolidated into one railroad company of the State of Missouri.

2. The name of said consolidated company shall be "Terminal Railroad Association of St. Louis."

3. The total authorized capital stock of said consolidated company shall be Seven Million Dollars ($7,000,000), the same to consist of Seventy Thousand (70,000) shares of One Hundred Dollars ($100) each.

4. The stock of said consolidated company shall be issued to the extent that the same may be necessary to the present holders of the capital stock of the Union Railway & Transit Company, and of the Terminal Railroad of St. Louis, in lieu of and in exchange therefor, share for share.

5. The directors of said consolidated company shall be eight (8) in number, and the following are the names and residences of the persons who shall constitute the first Board of Directors:

Name.	Residence.
S. H. H. Clark,	St. Louis, Mo.
D. S. H. Smith,	St. Louis, Mo.
James Hanna,	St. Louis, Mo.
George C. Smith,	St. Louis, Mo.
C. G. Warner,	St. Louis, Mo.
William Taussig,	St. Louis, Mo.
George J. Gould,	New York City, N. Y.
A. H. Calef,	New York City, N. Y.

In Testimony Whereof, The parties have caused this agreement to be executed in duplicate by their proper officers, and their corporate seals to be hereto affixed, as of the day and year hereinbefore first mentioned.

Union Railway & Transit Company of St. Louis,
(Seal.) By George Gould, President.
Attest: A. H. Calef, Secretary.

Terminal Railroad of St. Louis,
(Seal.) By George Gould, President.
Attest: A. H. Calef, Secretary.

St. Louis, Mo., July 26th, 1889.

The undersigned, being the owner of a majority of the capital stock of the Union Railway & Transit Company of St. Louis, and also of the capital stock of the Terminal Railroad of St. Louis, hereby ratifies and approves in writing the foregoing agreement of consolidation between said companies.

Jay Gould.

St. Louis, Mo., July 26th, 1889.

The undersigned, being Presidents and Secretaries, respectively, of the Union Railway & Transit Company of St. Louis, and of the Terminal Railroad of St. Louis, hereby certify that the foregoing is a true copy of the agreement of consolidation this day executed by said companies; also of the approval thereof in writing by the person purporting to own a majority of the capital stock of each of said companies. And we do farther certify that the person so ratifying and approving is the owner of the majority of the capital stock of each of said companies.

George J. Gould,
President Union Railway & Transit Company of St. Louis.

George J. Gould,
President Terminal Railroad of St. Louis.

(Seal.) A. H. Calef,
Secretary Union Railway & Transit Company of St. Louis.

(Seal.) A. H. Calef,
Secretary Terminal Railroad of St. Louis.

Filed July 30, 1889. A. A. Lesueur,
Secretary of State.

Complainant's Exhibit "13" is in the words and figures following, to-wit:

State of Missouri: ss

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the Articles of Association of the St. Louis Terminal Railway Company, filed November 9, 1892, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 28th day of June, A. D. 1895.

(Seal.) The Great Seal of the State of Missouri.

A. A. Lesueur,
Secretary of State.

Know All Men by these Presents: That we, whose names are hereunto subscribed, do hereby associate ourselves together for the purpose of forming a corporation under the provisions of the laws of the State of Missouri, and more particularly under the provisions of Article II, Chapter 42, of the Revised Statutes of Missouri, 1889.

1. The name of this corporation shall be the "St. Louis Terminal Railway Company."

2. This corporation shall continue as a body politic for the term of fifty years.

3. This corporation is organized for the purpose of constructing, maintaining and operating a standard gauge railroad beginning at or near the intersection of McKissock Avenue and Grand Avenue, in the City of St. Louis, State of Missouri, thence in a westerly and northwesterly direction into the County of St. Louis, State of Missouri, thence southwardly and southeastwardly to a point near Ivory Station on the St. Louis and Iron Mountain Railway Company in said county of St. Louis; also, beginning at the point first mentioned above, at or near said intersection of McKissock Avenue

and Grand Avenue, thence in a northeastwardly direction to a point on the northern boundary limit of the City of St. Louis, near the Chain of Rocks, thence through the County of St. Louis to a point on the north bank of the Missouri River in the County of St. Charles, between the City of St. Charles and the mouth of the Missouri River, passing through the County of St. Louis, through the City of St. Louis, and into the County of St. Charles, a total distance of about thirty-five miles.

4. The capital stock of this corporation is One Million, Five Hundred Thousand Dollars, divided into fifteen thousand shares of the par value of one hundred dollars each, and thirty-five thousand dollars of the capital stock of this corporation has been subscribed and five per cent thereof paid, in good faith, and in cash, to the directors named in these Articles of Association.

5. The business of this corporation shall be managed by a board of Directors composed of eleven shareholders, and the following named shareholders constitute the Board of Directors of this corporation for the first year, and until others are chosen in their places: Chas. D. McLure, Jno. T. Davis, Moses Rumsey, Jno. E. Liggett, Wm. H. Thompson, Jno. Whittaker, Chas. C. Maffit, Watson B. Farr, Jno. Greenough, David R. Francis and Chas. C. Rainwater.

In Testimony Whereof, we hereunto subscribe our names and places of residence and the number of shares subscribed by us in said Company, this 7th day of November, A .D. 1892.

Name.	Residence.	Shares.	Amount.
C. C. Rainwater	St. Louis	25	$2,500
Charles D. McLure	St. Louis	25	2,500
John Whittaker	St. Louis	25	2,500
Paul A. Fusz	St. Louis	25	2,500
M. Ramsey	St. Louis	5	500
L. M. Ramsey	St. Louis	25	2,500
D. R. Francis	St. Louis	25	2,500
John D. Perry	St. Louis	25	2,500

Name.	Residence.	Shares.	Amount.
C. C. Maffitt	St. Louis	25	2,500
Jno. E. Liggett	St. Louis	25	2,500
A. B. Ewing	St. Louis	25	2,500
David W. Caruth	St. Louis	25	2,500
John T. Davis	St. Louis	25	2,500
W. B. Farr	St. Louis	5	500
Jno. Greenough	St. Louis	25	2,500
W. H. Thompson	St. Louis	10	1,000
Geo. J. Hess	St. Louis	5	500

State of Missouri)
)ss.
City of St. Louis)

On this 7th day of November, Eighteen Hundred and Ninety-two, came Chas. D. McLure, M. Rumsey and C. C. Rainwater, to me known, being three of the Directors of the St. Louis Terminal Railway Company, named in the above and foregoing articles of association, who, being by me first duly sworn on their respective oaths, state that the above and foregoing articles of association herewith filed contain the true and original list of subscribers to the capital stock of said Railway Company, and that one thousand dollars of stock per mile for every mile of railway proposed to be built by said company is subscribed thereto in good faith, and five (5) per cent paid thereon in good faith, in cash, to the Directors named in said articles of association; and it is intended in good faith to construct, maintain and operate the standard gauge railway mentioned in these articles of association.

Charles D. McLure, (Seal.)
M. Rumsey, (Seal.)
C. C. Rainwater. (Seal.)

Subscribed and sworn to before me, the undersigned notary public, within and for the City of St. Louis, on this 7th day of November, A. D. 1892.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal, at my office in the City of

St. Louis, State of Missouri, on the day and year last above written.

My commission expires February 20th, 1893.

(Seal.) R. E. Perry,
Notary Public, City of St. Louis, Missouri.

Filed and copy issued Nov. 9, 1892.

A. A. Lesueur,
Secretary of State.

Complainant's Exhibit "14" is in the words and figures following, to-wit:

State of Missouri—ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of Amendment to the Articles of Association of the St. Louis Merchants Bridge Terminal Railway Company, filed July 14, 1893, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 28th day of June, A. D. 1895.

A. A. Lesueur,
Secretary of State.

(Seal.) The Great Seal of the State of Missouri.

Office of the St. Louis Merchants Bridge Terminal Railway Company.

St. Louis, Mo., May 8th, 1893.

Be it known, that on this 8th day of May, A. D. 1893, in pursuance of the following notice published for the first time on the 25th day of April, A. D. 1893, and for the last time on the 8th day of May, A. D. 1893, and every consecutive day between said dates, all of said publications being in the "Star-Sayings," a newspaper published in the City of St. Louis, State of Missouri, to-wit:

Notice is hereby given that a meeting of the stockholders of the St. Louis Merchants Bridge Terminal Railway Company will be held at the office of the company, room No. 62, Laclede Building, southwest corner of Fourth and Olive streets, in the City of St. Louis, on the 8th day of May, 1893, at 9 o'clock a. m., for the purpose of voting upon the proposition, then and there to be submitted, to amend the third paragraph of the articles of association of said railway company, by adding thereto the words "From the Union Depot now being constructed near Twentieth and Market Streets, in the City of St. Louis, to the northern city limits of the City of St. Louis near the Chain of Rocks; also from a point near where the line of said railway crosses North Market Street southwardly to Carr Street, in said City; also from a point or points near where the line of said railway crosses Ferry Street in said City, eastwardly across the Merchants Bridge into the State of Illinois; also from a point at or near Bulwer Avenue where the line of said railway crosses Pope Avenue, northwardly to a point at or near the intersection of Morin and Florissant Avenues in said city, the length of said railway being fifteen miles," so that said section when amended, shall read as follows:

Third: This corporation is organized for the purpose of constructing, maintaining and operating standard gauge railroad within the corporate limits of the City of St. Louis, State of Missouri, from the Union Depot now being constructed near Twentieth and Market Streets, in the City of St. Louis, to the northern city limits of the City of St. Louis near the Chain of Rocks; also from a point near where the line of said railway crosses North Market street southwardly to Carr street in said City; also from a point or points near where the line of said railway crosses Ferry street in said city, eastwardly across the Merchants Bridge into the State of Illinois; also from a point at or near Bulwer Avenue where the line of said railway

crosses Pope Avenue, northwardly to a point at or near the intersection of Morin and Florissant avenues in said city, the length of said railway being fifteen miles.

C. C. Rainwater,
President.

Jno. H. Overall, Secretary.

And in pursuance also of a like notice addressed to each shareholder at his usual place of residence, postage prepaid, and deposited at the post office at the City of St. Louis, Missouri, on the 25th day of April, 1893, stockholders representing a majority of all the shares of the capital stock of said St. Louis Merchants Bridge Terminal Railway Company, met at its office, room No. 62, Laclede Bldg., southwest corner of Fourth and Olive streets, in the City of St. Louis, Missouri, on the 8th day of May, 1893, at nine o'clock a. m. The meeting was organized by the election of C. C. Rainwater, one of the directors of said company, chairman, and selecting John H. Overall, secretary; the secretary read the proposition set forth in said published notice advertising the meeting, to amend the third paragraph of the articles of association, and on motion it was resolved that the vote of the stockholders on said proposition be taken by ballot; and thereupon the chairman appointed David W. Caruth and John Greenough (who are not directors of this company), shareholders' inspectors, and said Caruth and Greenough having been duly sworn as required by law, proceeded to receive and inspect the votes cast in person and by proxy, and for that purpose the polls were kept open until the hour of one o'clock p. m., of said day, at which hour they were closed, and the said inspectors, after inspecting and counting all the votes cast, reported that the whole number of votes cast was twenty-three thousand and twenty-five (23,025), all of which had been cast in favor of the proposition voted upon; and it thus appearing, the total number of shares of said corporation being 23,369, that the

stockholders holding the larger amount in value of the shares of stock had voted in favor of the proposition to amend the third paragraph of the articles of association, the chairman thereupon declared the proposition duly adopted.

C. C. Rainwater,
Chairman of Stockholders' Meeting.
John H. Overall, Secretary.

State of Missouri)
)ss.
City of St. Louis)

On this 3d day of July, A. D. 1893, before me personally appeared, C. C. Rainwater, to me known to be the person described in and who executed the foregoing statement, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal, this 3d day of July, A. D. 1893, in the City of St. Louis, State of Missouri. My term expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

State of Missouri)
)ss.
City of St. Louis)

C. C. Rainwater, being duly sworn upon his oath states that the matters and things set forth in the above statement by him subscribed are true.

C. C. Rainwater.

Sworn to and subscribed before me in the City of St. Louis, State of Missouri, this 3rd day of July, A. D. 1893.

My term expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

Filed July 14, 1893.

A. A. Lesueur,
Secretary of State.

Complainant's Exhibit "15" is in the words and figures following, to-wit:

State of Missouri: ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the Agreement of the St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, filed November 7, 1893, as the same appears on file and of record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at office in the City of Jefferson, this 28th day of June, A. D. 1895.

(Seal.) The Great Seal of the State of Missouri.

A. A. Lesueur,
Secretary of State.

This Agreement made this seventeenth day of August, A. D. 1893, by and between the St. Louis Merchants Bridge Terminal Railway Company, a corporation organized and existing under the laws of the State of Missouri, hereinafter referred to as the Merchants Company, or party of the first part, and the Terminal Railroad Association of St. Louis, likewise a corporation organized and existing under the laws of said State, hereinafter referred to as the Terminal Association, or party of the second part, Bears Witness:

Whereas, said Merchants Company owns and operates a railroad in the City of St. Louis, Missouri, constructed and operated under its charter and the provisions of ordinances of said City of St. Louis, requiring it to permit any other railroad company, having connection with it, to run trains, locomotive engines and cars over its tracks, side tracks, switches, turnouts and turn tables, for such reasonable compensation as may be agreed upon; and,

Whereas, Said Terminal Association owns and operates a railroad within said City of St. Louis connecting with the railroad of said Merchants Company, and desires to run its trains, locomotive engines and cars over the tracks, side tracks, switches, turnouts and turn tables of said Merchants Company, and

Whereas, Said Terminal Association desires to aid said Merchants Company in the construction of its said railroad and the payment of liabilities incurred by it in such construction;

Now, Therefore, It is agreed by and between said Merchants Company and said Terminal Association, as follows, to-wit:

First: Said Merchants Company hereby grants to said Terminal Association the right of perpetual use of all tracks, sidetracks, switches, turnout and turntables, yards, depots and all other terminal facilities of what ever nature and kind now owned, or which may be hereafter owned, possessed, controlled or acquired by said Merchants Company in said City of St. Louis; such use so granted shall not exclude the use of said facilities by said Merchants Company.

Second: Said Terminal Association hereby accepts the said grant of such right of perpetual use of said terminal facilities and in payment and compensation therefore hereby guarantees the payment of all liabilities of said Merchants Company and further agrees to endorse, on or before September 1, 1893, or if not presented by said date, as soon thereafter as said bonds are presented, such guarantee of payment upon the three million five hundred thousand ($3,500,000) dollars of five per cent first mortgage bonds of said Merchants Company, bearing date October 1st, 1890, commencing with coupons due April 1st, 1894.

Third: It is further agreed between the parties hereto that all bills receivable, bonds, choses in action, and all other assets of whatsoever nature, kind and description, now belonging to or hereafter acquired

by said Merchants Company, shall be used in the discharge and payment of its present and future liabilities so far as such assets may be sufficient for that purpose; provided, however, that the bonds of said Merchants Company shall not be sold at less than ninety-five cents on the dollar and the bonds of the St. Louis Merchants Bridge Company shall not be sold at less than par, without the consent of said Terminal Association.

Fourth: Said Merchants Company hereby undertakes and agress to obtain extension, until January 1st, 1894, of all of its existing floating indebtedness, including bills payable, which cannot be liquidated by the use of its said bonds, earnings, choses in action and other assets.

Fifth: For the consideration aforesaid, said Terminal Association hereby subscribes for four thousand three hundred and eighty-four (4,384) shares of the capital stock of said Merchants Company, and said Merchants Company hereby sells, transfers, assigns and sets over, unto said Terminal Association said 4,384 shares of its capital stock, full paid and non-assessable; and the guarantee by said Terminal Association of payment of all the obligations of said Merchants Company, as hereinbefore provided for, which obligations include obligations incurred by said Merchants Company in the construction of its said railroad, and the payment thereof by said Terminal Association to the extent of the par value of said 4,384 shares of stock, in case said Merchants Company shall be unable to pay the same, shall be deemed full payment for said 4,384 shares of stock.

Sixth: It is further agreed said use by said Terminal Association of said terminal facilities of said Merchants Company shall not interfere with the use by said Merchants Company of said facilities; and in the event that the parties hereto cannot agree as to the manner of such use, all questions arising relative thereto shall be determined by arbitrators, one to be chosen by each party, and in the event the two arbi-

trators cannot agree, they shall select a third, whose decision in the matter shall be final.

Seventh: Said Merchants Company hereby covenants that its assets and liabilities are substantially as set forth in the statement and balance sheet thereof submitted by it to said Terminal Association, and said Terminal Association covenants that its assets and liabilities are substantially as set forth in the statement and balance sheet thereof submitted by it to said Merchants Company, which statements and balance sheet are subject however, to such changes in laibilities and assets as have transpired in the ordinary course of business. And for the breach of this covenant by either party the other may, at its option, rescind this contract.

It is hereby expressly declared by and between the parties hereto that all the preceeding covenants, agreements and stipulations shall be binding and enure to the benefit of said parties hereto, respectively, and their respective successors and assigns.

In Testimony Whereof, The said St. Louis Merchants Bridge Terminal Railway Company, party of the first part, has caused its corporate seal to be hereunto affixed, and these presents to be subscribed by its President and Secretary, on this 17th day of August, A. D. 1893, and the said Terminal Railroad Association of St. Louis has caused its corporate seal to be hereunto affixed, and these presents to be subscribed by its President and Secretary, the day and year last aforesaid.

St. Louis Merchants Bridge Terminal R. R. Co.,
(Seal.) By C. C. Rainwater, President.
Attest: John H. Overall, Secretary.

Terminal Railroad Association of St. Louis,
(Seal.) By Wm. Taussig, President.
Attest: Jas. Hanna, Secretary.

State of Missouri)
)ss.
City of St. Louis)

On this 17th day of August, 1893, before me appeared C. C. Rainwater, to me personally known, who being by me duly sworn, did say that he is the president of the St. Louis Merchants Bridge Terminal Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. C. Rainwater acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

State of Missouri)
)ss.
City of St. Louis)

On this seventeenth day of August, 1893, before me appeared William Taussig, to me personally known, who being by me duly sworn, did say that he is the president of the Terminal Railroad Assocation of St. Louis, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said William Taussig acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City of St. Louis, the day and year last aforesaid.

My term as notary expires October 27, 1894.

(Seal.) Wm. G. Schofield,
Notary Public.

Office of the St. Louis Merchants Bridge Terminal Railway Company.

St. Louis, Mo., Aug. 17th, 1893.

This is to certify that the holders of a majority of the capital stock of this company have assented in writing to the execution of the above and foregoing contract.

Witness our hands and seal of said Company.

(Seal.) C. C. Rainwater,
President.

John H. Overall, Secretary.

Office of the Terminal Railroad Association of St. Louis.

St. Louis, Mo., Aug. 17th, 1893.

This is to certify that the holders of a majority of the capital stock of this company have assented in writing to the execution of the above and foregoing contract.

Witness our hands and seal of said Company.

(Seal.) Wm. Taussig,
President.

Jas. Hanna, Secretary.

Filed Nov. 7, 1893.

A. A. Lesueur,
Secretary of State.

Complainant's Exhibit "16" is in the words and figures following, to-wit:

State of Missouri: ss.

I, Alexander A. Lesueur, Secretary of State of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of the Lease of the St. Louis Terminal Railway Company to St. Louis Merchants Bridge Terminal Railway Company, filed July 14, 1893, as the same appears on file and on record, as the law directs, in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at

office in the City of Jefferson, this 28th day of June, A. D. 1895.

(Seal.) The Great Seal of the State of Missouri.

A. A. Lesueur,
Secretary of State.

This Agreement made and entered into this second day of January, A. D. Eighteen Hundred and Ninety-two, by and between the St. Louis Terminal Railway Company, party of the first part, and the St. Louis Merchants Bridge Terminal Railway Company, party of the second part, both said parties being corporations organized under the laws of the State of Missouri, having connected lines of road, Witnesseth, that

Whereas, The party of the first part is the owner of a certain line of railroad in the State of Missouri, between the point of connection of the tracks of the parties hereto at or near the intersection of Morin Avenue with Florissant Avenue, in the City of St. Louis, and the point of connection of the tracks of the party of the first part and the St. Louis and San Francisco Railway at a point near Arloe Station, and

Whereas, The party of the second part owns, controls and operates a railroad extending from a point near the Union Depot in the City of St. Louis to the bridge crossing the Mississippi River at a point in the City of St. Louis to the State of Illinois, opposite said city, known as the Merchants Bridge, and thence from said Merchants Bridge to the point of connection of the tracks of the parties hereto at or near the intersection of Morin Ave. with Florissant Avenue, in the City of St. Louis, at which last named point the line of railroad owned, controlled and operated by the party of the second part intersects, joins and connects with the line of railroad of the party of the first part;

Now, Therefore, The said St. Louis Terminal Railway Company, party of the first part, in consideration of the convenants and agreements herein contained, to be kept and performed by the St. Louis Merchants

Bridge Terminal Railway Company, party of the second part, has leased, demised and let, and by these presents does lease, demise and let, unto the said party of the second part, its successors and assigns, free from all liens and incumbrances of every kind whatsoever, except the mortgage hereinafter described, for the full term of forty (40) years from and after the date of this agreement, the line of the railroad of the party of the first part aforesaid, as the same now is or may be hereafter located, constructed, maintained, operated or acquired between the point of connection of the tracks of the parties hereto at or near the intersection of Morin Avenue with Florissant Avenue in the City of St. Louis to the point of connection of the party of the first part with the St. Louis and San Francisco Railway near Arloe Station, with all the real estate, right of way, double tracks and cross-overs, hereinafter provided to be purchased and constructed, together with the right, privilege and franchise of maintaining and operating said part of said railroad and regulating, fixing, collecting and receiving all freights, tolls and charges for use thereof and for the transportation of persons and property upon or over the same as the same now is or may be hereafter constructed, maintained or acquired, in accordance with the provisions of this contract; and

Whereas, The St. Louis Terminal Railway Company, party of the first part, for the purpose of obtaining the necessary funds with which to construct that part of its line of railroad hereinbefore described, and leased to the party of the second part, has agreed and it hereby further agrees and promises to make and issue its bonds in the sum of One Million, Five Hundred Thousand Dollars, in the denomination of one thousand dollars each, which bonds are to run for the period of forty (40) years from the first day of January, A. D. 1893, with right in the party of the first part to redeem any or all of said bonds after the period of twenty (20) years from the date thereof, and said bonds to bear interest at the rate of six per centum per annum, with

interest coupons attached, payable on the first days of July and January in each year, and to secure the payment of said bonds said St. Louis Terminal Railway Company, party of the first part, has further agreed, and hereby does agree, to execute a first mortgage or deed of trust upon so much of its railroad aforesaid as it hereby leases to said St. Louis Merchants Bridge Terminal Railway Company, party of the second part, with all the real estate, right of way, double-track and cross-overs as the same now are or may be hereafter constructed, maintained, operated or acquired, as hereinafter provided, together with all the rights, privileges and franchises thereto belonging.

And in consideration of the several promises, undertakings and agreements herein contained to be kept and performed by said St. Louis Merchants Bridge Terminal Railway Company, party of the second part, said St. Louis Terminal Railway Company, party of the first part, hereby covenants and agrees that it will, so soon as the bonds and mortgage aforesaid are executed, transfer and deliver said bonds to said St. Louis Merchants Bridge Terminal Railway Company, party of the second part, as the property of said party of the second part, and will cause to be assigned, transferred and delivered to such trustee as the party of the second part shall designate, in trust for the party of the second part, three hundred and thirty-three (333) full paid shares of the capital stock of the party of the first part, said shares to be part of those already subscribed for, and said St. Louis Terminal Railway Company, party of the first part, further covenants and agrees that no other or further shares of its capital stock shall be issued than those already subscribed for, to-wit: three hundred and fifty (350) shares.

And the party of the first part further agrees to and with said party of the second part, that it, the said party of the first part, will keep up its organization and renew its corporate existence as a railroad corporation, under the laws of the State of Missouri, during the whole time of this lease, and that it will, in its own

name and at the request and expense of said party of the second part, institute and prosecute all such suits and proceedings of every kind whatsoever, and do and perform all such acts and things as may be deemed necessary by said second party in order to secure the necessary right of way and depot grounds for the use of said railroad, or which may be deemed necessary by said second party in order to preserve and protect all of the rights of the party of the second part under this agreement.

And in consideration of the several promises, undertakings and agreements herein contained to be kept and performed by said party of the first part, the party of the second part hereby covenants and agrees to and with said party of the first part,

First—That it, said party of the second part, will guarantee the payment of the interest of said bonds amounting to the sum of One Million Five Hundred Thousand Dollars ($1,500,000), secured by mortgage or deed of trust, as aforesaid.

Second—That it, the said party of the second part, its successors and assigns, will, within the period of two (2) years from the date of this instrument, acquire and convey to the party of the first part, such real estate for right of way of said party of the first part, of width of not less than fifty feet, from the point of connection of the tracks of the parties hereto, at or near the intersection of Morin Avenue and Florissant Avenue, in the City of St. Louis, to the point of connection of the party of the first part with the St. Louis and San Francisco Railway, near Arloe Station, and construct the railroad of the party of the first part thereon, consisting of a first-class double track railway, standard gauge, as shall by said party of the second part be deemed necessary to form a continuous railroad from and to the points hereinbefore described.

Third—That it, the said party of the second part, its successors and assigns will after the completion of said road, as in the last paragraph required, and during the continuance of this lease, make such additions to the

property and construct such sidewalks and erect such stations as in the opinion of the party of the second part may be necessary or beneficial to the said property, the cost of which shall be repaid to the party of the second part by the party of the first part at the expiration of this lease, and for the further security for the payment of the same the party of the second part shall be entitled to the possession, use and enjoyment of said railroad until the same is paid; a statement of the amount of such expenditure to be furnished by the party of the second part to the party of the first part on the thirty-first day of December of each year during the continuance of this lease.

Fourth—That it, the said party of the second part, will out of the earnings and receipts of said railroad, or from its own funds, pay to the party of the first party, the sum of five hundred dollars per annum for the purpose of keeping up its organization, and will pay all taxes assessed against the party of the first part.

Fifth—This agreement is made with the written assent of more than a majority in interest of all the stockholders of said St. Louis Merchants' Bridge Terminal Railway Company, a certificate of which assent, signed by the secretary of said Company is on file in the office of the Secretary of State of the State of Missouri, and it is furthermore made with the written assent of more than a majority, in interest of all the Stockholders in said St. Louis Terminal Railway Company, a certificate of which assent, signed by the secretary of said company, is also on file in the office of the Secretary of State of the State of Missouri, and which said assent on the part of both the said St. Louis Merchants Bridge Terminal Railway Company and of said St. Louis Terminal Railway Company is of record in the books of each of said companies.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective presidents, and their corporate seals to be hereby affixed duly attest-

ed by their respective secretaries, the day and year first above written.

St. Louis Terminal Railway Company,
(Seal) by Charles D. McLure, President.
Attest:
Jno. Greenough, Secretary.

St. Louis Merchants Bridge Terminal Railway Company.
(Seal) By C. C. Rainwater, President.
Attest:
Jno. H. Overall, Secretary.

Office of the St. Louis Terminal Railway Co.

St. Louis, Mo., January 2nd, 1893.

This is to certify that the holders of a majority of the capital stock of this company have assented in writing to the execution of the above and foregoing contract and lease of the road of this Company to the St. Louis Merchants Bridge Terminal Railway Company,

Witness our hands and seal of said Company.
(Seal) Charles D. McLure, President,
St. Louis Terminal Railway Company.
Attest:
Jno. Greenough, Secretary.

Office of the St. Louis Merchants Bridge Terminal Railway Co.

St. Louis, Mo., Jan. 2, 1893.

This is to certify that the holders of a majority of the capital stock of this Company have assented in writing to the execution of the above and foregoing contract and lease of the road of the St. Louis Terminal Railway Company.

Witness our hands and seal of said company.
(Seal) C. C. Rainwater, President,
St. Louis Merchants Bridge Terminal Railway Co.
Attest:
John H. Overall, Secretary.

Filed July 14, 1893.

A. A. Lesueur, Secretary of State.

Complainant's Exhibit "17" is in the words and figures following, to-wit:

State of Missouri—Department (Seal) of State.

To all to Whom These Presents Shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of Articles of Association of the St. Louis Belt and Terminal Railway Company, and of the affidavit of three of its directors thereto annexed, filed March 4th, 1902, as the same appears on file and of record in this office.

(Seal) The Great Seal of the State of Missouri.

In Testimony Whereof, I hereunto set my hand and affixed the Great Seal of the State of Missouri. Done at the City of Jefferson, this 25th day of August A. D. 1903.

Sam B. Cook, Secretary of State

ARTICLES OF INCORPORATION.

Know all Men by These Presents:

That the undersigned do hereby associate themselves together by these articles of association for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property, under the laws of the State of Missouri, and more particularly under the provisions of Article II, Chapter 12, of the Revised Statutes of Missouri, 1899, and acts amendatory thereof.

I.

The name of this company shall be St. Louis Belt and Terminal Railway Company.

II.

It shall continue as a body corporate for the period of one hundred (100) years.

III.

Said company is organized for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property under the laws of the State of Missouri, with single or double track, from a point on or near the west bank of the Mississippi river in Carondelet township, in St. Louis County, Missouri, and running thence to a point on the right of way of the St. Louis and San Francisco Railroad Company at or near its intersection with the line dividing the City of St. Louis from the County of St. Louis, and thence to a point in Central township, in said county, west to Clayton court house, thence to a point at or near the west bank of the Mississippi river between the Chain of Rocks in said county and Eads bridge in the City of St. Louis, and also to construct, maintain and operate single or double track spurs, switches, side-tracks, branch lines and connections from points on its aforesaid main line to points within the City of St. Louis and in the aforesaid County of St. Louis, and to stations, warehouses, yards, depots and manufacturing establishments in said City or County, and to make connections with other railroads now or hereafter constructed in said city and county, for the purpose of providing complete and convenient terminal railway facilities, connections and accommodations in said city and county for all railroads now entering, or which may hereafter be constructed in said city or county, and all individuals and corporations doing business with said railroads.

IV.

The railroad to be constructed, maintained and operated by this company is to be twenty-one (21) miles in length.

V.

It is intended to construct said railroad in the City of St. Louis and County of St. Louis as aforesaid.

VI.

The capital stock of the company is three million dollars ($3,000,000.00), divided into thirty thousand (30,000) shares of the par value of one hundred dollars ($100) per share. Of said capital stock, stock to the amount of eight hundred thousand dollars ($800,000.00), being eight thousand (8,000) shares of the par value of one hundred dollars ($100) per share, is preferred stock, and the remainder of said stock, being stock to the amount of two million, two hundred thousand dollars ($2,200,000.00), or twenty-two thousand (22,000) shares of the par value of one hundred dollars ($100) each, is common stock. The holders of preferred stock shall be entitled to receive dividends thereon, if and when declared, up to, but not exceeding, four per cent in any year, before any dividends in that year shall be set apart or paid on the common stock, but such preferred dividends shall not be cumulative; and such dividends on the preferred stock may be paid annually, semi-annually or quarterly, as the Board of Directors shall in its discretion determine; after the payment of such dividends on the preferred stock, the holders of the common stock shall be entitled to receive all the net proceeds that may then be distributd as dividends, if and when declared.

The holders of said preferred stock shall not be entitled to vote at any meeting of the shareholders of the company for any purpose, held within thirty years from the date of its incorporation, and said preferred stock, or any part thereof, may at the option of the company, exercised by and through its Board of Directors, at any time, or from time to time, be called in and cancelled thereof. Upon the Board of Directors exercising said option, they shall cause to be published in some newspaper of general circulation in the City of St. Louis a notice to the holders of said preferred stock, designating the numbers of the certificates thereof, and the number of shares thereof to be called in, cancelled and paid as aforesaid, and after the publication of said

notice no further dividends shall be paid upon the certificates of said preferred stock called in for cancellation as aforesaid.

VII.

The business of this corporation shall be managed by a Board of Directors composed of nine persons, and the following are the names and places of residence of those agreed upon to manage the affairs of the company for the first year, and until others are chosen in their places, namely:

Name and Place of Residence.

Charles G. Warner, St. Louis, Missouri.
Russell Harding, St. Louis, Missouri.
Edwin G. Merriam, St. Louis, Missouri.
Benjamin L. Winchell, St. Louis, Missouri.
Benjamin F. Yoakum, St. Louis, Missouri.
Luman F. Parker, St. Louis, Missouri.
William K. Kavanaugh, St. Louis, Missouri.
James Y. Lockwood, St. Louis, Missouri.
John F. Lee, St. Louis, Missouri.

VIII.

In Testimony Whereof, each subscriber to these articles of association hereby subscribes hereto his name, place of residence and number of shares of stock he agrees to take in said Company, as follows:

Name and Place of Residence.	No. of Shares.	Amount.
C. G. Warner, St. Louis, Mo	50	$5,000
Russell Harding, St. Louis, Mo	10	1,000
Edwin G. Merriam, St. Louis, Mo	10	1,000
B. F. Yoakum, St. Louis, Mo	50	5,000
B. L. Winchell, St. Louis, Mo'	10	1,000
L. F. Parker, St. Louis, Mo	10	1,000
W. K. Kavanaugh, St. Louis, Mo	50	5,000
Jas. Y. Lockwood, St. Louis, Mo	10	1,000
John F. Lee, St. Louis, Mo	10	1,000

State of Missouri, City of St. Louis—ss.

On this 11th day of March, A. D. 1902, before me came Charles G. Warner, Benjamin F. Yoakum and John F. Lee, all to me personally known, and who, being by me first duly sworn, on their respective oaths, state that the foregoing and annexed articles of association contain the true and original list of subscribers to the capital stock of the St. Louis, Belt & Terminal Railway Company; that they are directors of said company named in said articles of association; that at least one thousand dollars of stock for every mile of said railway proposed to be constructed is subscribed thereto, and five per cent paid thereon, in good faith, and in cash, to the directors named in said articles of association; and that it is intended in good faith to construct, maintain and operate the standard gauge railroad mentioned in said articles of association.

B. F. Yoakum,
C. G. Warner,
John F. Lee.

Subscribed and sworn to before me this 11th day of March, A D. 1902. My commission as notary expires September 27th, 1904.

(Seal.) Ernest M. Kenna,
Notary Public City of St. Louis, Missouri.

Filed and copy issued Mar. 14, 1902.
Sam B. Cook, Secretary of State.

Complainant's Exhibit "18" is in the words and figures following, to-wit:

State of Missouri—Department (Seal) of State.

To all Whom these Presents shall Come:

I, Samuel B. Cook, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of Articles of Association of the Terminal Realty Company, filed November 13th, 1902, as the same appears on file in this office.

In Testimony Whereof, I hereunto set my hand and affixed the Great Seal of the State of Missouri. Done at the City of Jefferson, this 26th day of August A. D. 1903.

Sam B. Cook,
Secretary of State.

(Seal) The Great Seal of the State of Missouri.

Articles of Association of the

TERMINAL REALTY COMPANY.

Be it Known, that the undersigned, in order to incorporate under the laws of Missouri, governing the formation of manufacturing and business companies, do hereby enter into the following agreement:

First—The name of the company shall be Terminal Realty Company.

Second—The company shall be located at the City of St. Louis, Missouri.

Third—The amount of the capital stock of the company shall be One Hundred thousand dollars, divided into one thousand shares of the par value of one hundred dollars each. That the same has been bona fide subscribed and the entire amount thereof actually paid up in lawful money of the United States, which is in the custody of the persons hereinafter named as the first Board of Directors.

Fourth—The names, places of residence of the several shareholders and the number of shares of stock subscribed by each are as follows:

Julius S. Walsh, St. Louis, Mo., 800 shares.
Julius S. Walsh, Jr., St. Louis, Mo., 100 shares.
Felix E. Anderson, St. Louis, Mo., 100 shares.

Fifth—The directory of the company shall be composed of three shareholders and the names of those agreed on as directors for the first year are: Julius S. Walsh, Julius S. Walsh, Jr., and Felix E. Anderson, all of whom are residents of the City of St. Louis, Missouri.

Sixth—The company shall continue for a term of fifty years.

Seventh—The company is formed for the following purposes: Buying and selling, owning, holding, leasing, renting and improving real estate in the City of St. Louis, Missouri, and elsewhere.

In Testimony Whereof, we have hereunto set our hands and seals this eleventh day of November, A. D. 1902.

Julius S. Walsh, (Seal)
Julius S. Walsh, Jr., (Seal)
Felix E. Anderson. (Seal)

State of Missouri, City of St. Louis—ss.

On this eleventh day of November, A. D. 1902, before me a notary public within and for the City of St. Louis, of the State of Missouri, personally appeared Julius S. Walsh, Julius S. Walsh, Jr., and Felix E. Anderson, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said City of St. Louis, Missouri, this eleventh day of November, 1902. My commission as a Notary Public expires on the fifteenth day of October, 1903.

Mark Ewing, Notary Public,
City of St. Louis, Mo.

Copy of Seal.

* * * * * * * * * * * * * *
* Mark Ewing, Notary *
* Public, City of St. *
* Louis, Mo. *
* * * * * * * * * * * * * *

Filed and recorded Nov. 11th, 1902, at 3:25 p. m.
Wm. H. Hahn, Recorder.

State of Missouri, City of St. Louis—ss.

I, the undersigned, Recorder of Deeds for said City and State, do hereby certify the foregoing to be a true

copy of the articles of incorporation of the "Terminal Realty Company," together with the acknowledgment and date of filing and recording thereof, as the same remains of record in my office in Book of Corporation No. 19 at Page No. 559.

Witness my hand and official seal, this 11th day of November, A. D. 1902.

(Seal) Wm. H. Hahn, Recorder.

Filed and certificate of incorporation issued Nov. 13, 1902.

Sam B. Cook.
Secretary of State.

Complainant's Exhibit "19" is in the words and figures following, to-wit:

Articles of Incorporation of the

EAST ST. LOUIS CONNECTING RAILWAY COMPANY.

ARTICLE I.

Sec. 1. The name of the Corporation shall be the East St. Louis Connecting Railway Company.

Sec. 2. This Corporation is organized for the purpose of constructing and operating a single or double track railroad in the State of Illinois from Venice in Madison County, to the Illinois & St. Louis Railroad Company's track, in St. Clair County, Illinois, with lateral tracks connecting the main track with the various depots, elevators, mills, warehouses, stock yards, river transfer tracks and landings between said points, that are now, or may hereafter be constructed.

Sec. 3. The principal business office of said Corporation shall be established and maintained in the City of East St. Louis, St. Clair County, Illinois.

Sec. 4. The legal existence of said Corporation shall commence at the time of the filing of these articles in the office of the Secretary of State, and shall continue for the full term of fifty years.

Sec. 5. The Capital Stock of said Corporation shall be Twenty Thousand Dollars, which shall be divided into Two Hundred shares of One Hundred Dollars each.

Sec. 6. The name and places of residence of the persons forming the Association for the purpose of organizing said Corporation are as follows, viz:

Jno. Trendley, East St. Louis, Illinois.
Wm. C. Ellison, East St. Louis, Illinois.
Henry Sackman, East St. Louis, Illinois.
Jno. de Haan, East St. Louis, Illinois.
Frank M. Christy, St. Louis, Mo.
Frank L. Ridgeley, St. Louis, Mo.
R. P. Tansey, St. Louis, Mo.
Benejah White, St. Louis, Mo.
Peter L. Foy, St. Louis, Mo.
George Knapp, St. Louis, Mo.
S. A. Chouteau, St. Louis, Mo.
John N. Booth, St. Louis, Mo.

Sec. 7. The names of the first Board of Directors of said Corporation shall be Jno. Trendley, Wm. C. Ellison, Jno. de Haan, Henry Sackman, Peter L. Foy, F. M. Christy and R. P. Tansey.

The government of said Corporation and the management of its affairs shall be vested in the Board of Directors.

Sec. 8. The officers of said corporation shall be a President, Vice President, Secretary and Treasurer.

The Board of Directors shall be elected annually and the officers of said Company shall be elected or appointed by the Board of Directors at their first annual meeting after their election.

Jno. Trendley,	R. P. Tansey,
Wm. C. Ellison,	Benajah White,
Henry Sackman,	Peter L. Foy,
Jno. de Haan,	John N. Booth,
F. M. Christy,	George Knapp,
F. L. Ridgely,	S. A. Chouteau.

Filed January 1st, 1878, at 10:30 a. m.

State of Illinois, Madison County—ss.

I hereby certify that the within Instrument of writing was this day at 10:30 a. m. filed for Record and duly recorded in said County in Book 108 of "Miscs. Records" on page 308 and 309 and examined. Given under my hand this 1st day of January, A. D. 1878.

John D. Heisel, Clerk Circuit Court.

State of Illinois, St. Clair County.

This Instrument was filed for record December 26, 1877, and recorded in Book 146, Page 49.

Charles Becker, Recorder.

Filed in the Office of Secretary of State on the fourth day of January, A. D. 1878.

Geo. H. Harlow, Secretary of State.

United States of America, State of Illinois—ss.

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of the East Saint Louis Connecting Railway Company, which was filed for record in this office on the fourth day of January, 1878, and recorded in Book No. 1 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 5th day of June, A. D. 1906.

James A. Rose, Secretary of State.

(Seal) Seal of the State of Illinois.

Complainant's Exhibit "20" is in the words and figures following, to-wit:

State of Missouri, (Seal) Department of State.

To All to Whom These Presents Shall Come:

I, John E. Swanger, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full,

true and complete copy of Articles of Association of The Saint Louis Transfer Railway Company, together with affidavit of five of its Directors thereto annexed, filed June 25, 1884; and of Statement of increase of its Capital Stock from $200,000.00 to $350,000.00, filed Dec. 16, 1885, as the same appears on file and of record in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 4th day of June, A. D. 1906.

Jno. E. Swanger, Secretary of State.

(Seal) The Great Seal of the State of Missouri.

The undersigned hereby agree to form a Railroad Company under and by authority of Article II of Chapter 21 of the Revised Statutes of the State of Missouri, for the purpose of constructing, maintaining and operating a standard gauge Railroad for public use in the conveyance of persons and property and for that purpose we hereby make and sign the following Articles of Association, to-wit:

First. This Company shall be known as The Saint Louis Transfer Railroad Company, and as such shall continue to have existence for a term of 99 years from the date hereof.

Second. The length of the road of this Company will be about six (6) miles and said road is to be One Hundred (100) feet wide and intended to be built in and through the City of Saint Louis on and along a route beginning at or near Arsenal Street at its Crossing by the St. Louis and Iron Mountain Railway. Thence north parallel with the Mississippi River to Calvary Avenue east of Hall Street in said city with a branch from a point on said line north of Chambers Street to a point on Bellefontaine Road near Bircher Avenue.

Third. The Capital Stock of said Company shall be Two Hundred Thousand ($200,000) Dollars to consist of Two Thousand (2,000) shares of the par value of One Hundred ($100) Dollars each.

Fourth. The affairs of said Company shall be managed by a board of Five (5) Directors, and the Directors for the first year and until their successors shall be duly elected and qualified shall be Rufus J. Lackland, Marcus A. Wolff, Miles Sells, Alexander Hamilton and John P. Keiser, all of whom reside in the City of St. Louis and State of Missouri.

Fifth. We each hereby agree to subscribe and take the number of shares in the Capital Stock of said Company set opposite to our respective names.

Witness our hands and seals this nineteenth day of June, A. D. 1884.

Marcus A. Wolff, St. Louis, Mo. (Seal) 12 shares, $1,200.
Miles Sells, St. Louis, Mo. (Seal) 12 shares, $1,200.
Alex Hamilton, St. Louis, Mo. (Seal) 12 shares, $1,200.
R. J. Lackland, St. Louis, Mo. (Seal) 12 shares, $1,200.
John P. Keiser, St. Louis, Mo. (Seal) 12 shares, $1,200.

State of Missouri, City of St. Louis—ss.

Marcus A. Wolff, Miles Sells, Alexander Hamilton, Rufus J. Lackland and John P. Keiser, Directors of The Saint Louis Transfer Railway Company, being duly sworn on their oaths say that Six Thousand ($6,000) Dollars has been in good faith subscribed to the capital stock of said company the same being One Thousand ($1,000) Dollars per mile of the contemplated line of road of said Company and that Five (5) per cent has been paid in cash thereon to the Directors named in the Articles of Association of said Company and that it is intended in good faith to construct, maintain and operate the road mentioned in said Articles of Association, and that said road is intended to be built of standard gauge.

Marcus A. Wolff (Seal)
Miles Sells (Seal)
Alex Hamilton (Seal)
R. J. Lackland (Seal)
John P. Keiser (Seal)

State of Missouri, City of St. Louis—ss.

Personally appeared this nineteenth day of June, A. D. 1884, before me, the undersigned, a Notary Public for and within said said City and State, Marcus A. Wolff, Miles Sells, Alexander Hamilton, Rufus J. Lackland and John P. Keiser, who are personally known to me to be the same persons whose names are subscribed to the foregoing statement and being by me duly sworn do make affidavit that the matttrs and facts as therein stated are true.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the date aforesaid.

My commission expires June 27th, 1885.

Geo. P. Wolff, Notary Public,
City of St. Louis, Mo.

(Seal)

Filed June 25th, 1884.

Mich'l K. McGrath, Secretary of State.

St. Louis, Mo., December 8th, 1885.

This is to certify that at a meeting of the stockholders of the St. Louis Transfer Railway Company, held on the 23rd day of September, 1884, and duly called according to law, it was resolved by the vote of persons holding the larger amount in value of the stock of said company that the capital stock of said Company be increased to three hundred and fifty thousand dollars ($350,000) and said increase was accordingly declared adopted on said day.

St. Louis Transfer Rwy. Co.,
By Marcus A. Wolff, President.

Attest:
A. de Figueiredo, Secretary.

Filed December 16th, 1885.

Mich'l K. McGrath, Secretary of State.

(Seal)

Complainant's Exhibit "21" is in the words and figures following, to-wit:

Articles of Organization of the

GRANITE CITY AND MADISON BELT LINE RAILROAD COMPANY.

The undersigned, for the purpose of organizing a Railroad Corporation under and pursuant to the Laws of the State of Illinois, do hereby adopt the following Articles of Incorporation:

First—The name of such proposed Corporation is "Granite City and Madison Belt Line Railroad Company."

Second—The places from and to which it is intended to construct the proposed Railroad are from the Chicago, Peoria and St. Louis and the Toledo, St. Louis and Kansas City Railroads, in or near the Northeast Quarter of Section 30, in Township 3 North, Range 9 West, of the Third Principal Meridian, in the County of Madison and State of Illinois, to a point in or near the Southwest Quarter of Section 18, in said Township, and Range, at or near the Wabash, the Indianapolis and St. Louis and the Chicago and Alton Railroads; and from said last named point to a point in or near the Northeast half of Section 24, in Township 3, North Range 10, in said County; and from said last named point to a point at or near the point of first beginning, together with switches, side tracks, turn outs and connections.

Third—The place at which shall be established and maintained the principal business office of such proposed Corporation is Kinder (Granite City), in the County of Madison, State of Illinois.

Fourth—The time of the commencement and the period of the continuance of such proposed Corporation is from the 22nd day of December, A. D. 1892, to the 22nd day of December, A. D. 1942, being a period of fifty years.

Fifth—The amount of the Capital Stock of such Corporation shall be One Hundred Thousand Dollars.

Sixth—The names and places of residence of the persons forming such Corporation are as follows, to-wit:

Names and Places of Residence.

F. G. Niedringhaus, St. Louis, Missouri.
Wm. F. Niedringhaus, St. Louis, Missouri.
Frederick Niedringhaus, St. Louis, Missouri.
Thomas K. Niedringhaus, St. Louis, Missouri.
George W. Niedringhaus, St. Louis, Missouri.

Seventh—The names of the members of the first Board of Directors together with their places of residence are as follows:

Names and Places of Residence.

F. G. Niedringhaus, St. Louis, Missouri.
Wm. F. Niedringhaus, St. Louis, Missouri.
C. N. Travous, Edwardsville, Madison Co., Illinois.
M. Henson, Kinder, Madison Co., Illinois.
George Little, Glen Carbon, Madison Co., Illinois.

And the government of the proposed Corporation and the management of its affairs shall be vested in the Board of Directors,

Provided: That the President, Vice President, Secretary and Treasurer of said Corporation shall exercise such powers as may lawfully be conferred upon them by the By-Laws of said Company.

Eighth—The number of shares shall be One Thousand and the amount of each share shall be One Hundred Dollars.

F. G. Niedringhaus.
Wm. F. Niedringhaus.
Frederick Niedringhaus.
Thomas K. Niedringhaus.
Geo. W. Niedringhaus.

Dated this 22nd day of December, 1892.
Filed Dec. 27, 1892, at 8 o'clock a. m.

United States of America, State of Illinois—ss.

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of the Granite City and Madison Belt Line Railroad Company, which was filed for record in this office on the 28th day of Dec., 1892, at 8 o'clock a. m., and recorded in Book No. II of Railroad Records.

(Seal) Seal of the State of Illinois.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the 5th day of June A. D. 1906.

James A. Rose, Secretary of State.

Complainant's Exhibit "22" is in the words and figures following, to-wit:

Articles of Incorporation of the

ILLINOIS TRANSFER RAILROAD COMPANY.

The undersigned J. M. Hamill, James Hanna Michael Harrold, E. P. Bryan and J. W. Taylor, for the purpose of organizing a railroad corporation under and pursuant to an Act of the General Assembly of the State of Illinois, approved and in force March 1, 1872, entitled "An Act to provide for the incorporation of associations that may be organized for the purpose of constructing railways, maintaining and operating the same; for prescribing and defining the duties and limiting the powers of such corporations when so organized, and authorizing the same and all railroad companies of this State to own and hold the stock and securities of railroad companies of other States owning connecting lines," and amendments thereto, and for the purpose of constructing and operating a railroad in said State, do hereby make, agree to and adopt the following Articles of Incorporation, to-wit:

I. The name of such proposed corporation shall be Illinois Transfer Railroad Company.

II. The places from and to which it is intended to construct the proposed railway are from a point on the Mississippi River in the County of Madison, opposite the Town or Village of Venice in said County of Madison, thence through the counties of Madison and St. Clair, to a point on said Mississippi River in said County of St. Clair, south of Missouri Avenue in the City of East St. Louis in said County of St. Clair.

III. The place at which shall be established and maintained the principal business office of such proposed corporation is the City of East St. Louis, County of St. Clair, State of Illinois.

IV. Such corporation shall continue a body corporate for a period of fifty (50) years from the date of filing and recording of these Articles of Incorporation in the office of the Secretary of State of the State of Illinois.

V. The amount of the capital stock of such corporation shall be $500,000.

VI. The names and places of residence of the persons forming such corporation are as follows, to-wit:

Names and Places of Residence.

J. M. Hamill, Belleville, Illinois.
James Hanna, Alton, Illinois.
Michael Harrold, East St. Louis, Illinois.
E. P. Bryan, St. Louis, Missouri.
J. W. Taylor, St. Louis, Missouri.

VII. The names of the members of the first Board of Directors are as follows: J. M. Hamill, James Hanna, Michael Harrold, E. P. Bryan and J. W. Taylor; the officers and persons in whom the government of the corporation and the management of its affairs shall be vested are the first Board of Directors as just stated.

VIII. The number of shares shall be five thousand (5000) and the amount of each share shall be one hundred dollars ($100).

In Witness Whereof we have hereunto severally subscribed our names this twenty-sixth day of October, 1899.

J. M. Hamill,
Jas. Hanna.
Michael Harrold.
E. P. Bryan.
J. W. Taylor.

State of Missouri, City of St. Louis—ss.

I, H. D. Heuer, a Notary Public in and for the City of St. Louis, in the State aforesaid, do hereby certify that J. M. Hamill, James Hanna, Michael Harrold, E. P. Bryan and J. W. Taylor, personlly known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this twenty-sixth day of October, A. D. 1899.

My Commission expires September 18, 1902.

(Seal) H. D. Heuer,
Notary Public, City of St. Louis, Mo.

(10c Rev. Stamp.)

Filed for Record October 27, 1899, at 9 o'clock a. m.
James A. Rose, Secretary of State

United States of America, State of Illinois—ss.
Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of the Illinois Transfer Railroad Company, which was filed for record in this office on the 27th day of October, 1899, at 9 o'clock a. m., and recorded in Book No. 15 of Railroad Records.

(Seal) Seal of the State of Illinois.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 5th day of June, A. D. 1906.

James A. Rose, Secretary of State.

Complainant's Exhibit "23" is in the words and figures following, to-wit:

State of Illinois, Department (Seal) of State.

James A. Rose, Secretary of State.

To all to whom these Presents shall come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act entitled "An Act to incorporate the Wiggins Ferry Company," approved February 11, 1853, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the great Seal of State. Done at the City of Springfield this 4th day of June, A. D. 1906.

James A. Rose, Secretary of State.

(Seal) Seal of the State of Illinois.

An Act to Incorporate

THE WIGGINS FERRY COMPANY.

Whereas, by an Act of the Legislature approved on the second day of March, 1819, entitled "An Act to Authorize Samuel Wiggins to Establish a Ferry Upon the Waters of the Mississippi," the State of Illinois granted to Samuel Wiggins, his heirs and assigns the right to establish a ferry on the waters of the Mississippi near the town of Illinois in this State, and to run the same from lands at the said place that might belong to him: provided, that he should not use any boat or water craft, except such as should be propelled by steam, horses, oxen or other four-footed animals and provided that said Samuel Wiggins, his heirs or assigns should have the said ferry in actual operation within eighteen months from and after the passage of that Act and that no person except those who then had ferries established at that place should establish any ferry of the description aforesaid within one mile of the ferry established under that Act; and if any person should contrary to the provisions

of that Act run any boat or boats of the description aforesaid, he, she or they should forfeit any such boat, with the furniture and apparel, to the said Samuel Wiggins, his heirs and assigns, which might be attached and recovered before any court in this State having competent jurisdiction. And it is hereby provided and enacted that it should and might be lawful for the said Samuel Wiggins, his heirs and assigns, to demand and receive the same rates of ferriage as were then of right demandable at the ferry established nearest to the ferry authorized to be established by that Act, provided that no more should be charged for a wagon, cart or other carriage, if loaded than could be charged if empty and it was further thereby enacted that the ferry thereby established should be subject to the same taxes as were then or thereafter might be imposed on other ferries within this State and subject to the same regulations and forfeitures. And by another Act approved the sixth day of February, 1821, said Samuel Wiggins, his heirs and assigns, were authorized to remove said ferry on any land which might belong to him or them on said Mississippi river under the same privileges as were then prescribed by the Act first above mentioned and by another Act entitled "An Act to amend the several Acts therein named relative to the several Acts concerning the establishing and regulating ferries in this State it was provided as follows:

Sec. 1. Be it enacted by the People of the State of Illinois represented in the General Assembly, That so much of an Act entitled "An Act to authorize Samuel Wiggins to establish a ferry upon the waters of the Mississippi, approved March 2, 1819, as prohibits the establishing a ferry within one mile of the ferry established by that Act; and so much of the Act entitled "An Act to authorize Samuel Wiggins to make a turnpike road and for other purposes," approved February 6, 1821, as authorizes the said Wiggins to remove his ferry to any land belonging to him, under the same privileges that were conferred to him by the Act, entitled "An Act to authorize Samuel Wiggins to estab-

lish a ferry upon the waters of the Mississippi river," approved March 2, 1819, as relates to the prohibiting the establishing any ferry or the running boats within one mile of the ferry established by said last mentioned Act and so much of the Act entitled "An Act to amend an Act to provide for the establishment of ferries, toll bridges and turnpike roads, "approved February 12, 1827, amended January 22, 1829, as prohibits the establishing of any ferry on the waters of the Mississippi, Ohio, Illinois or Great Wabash rivers, within two miles of any such established ferry or toll bridge be and the same is hereby repealed, approved January 19, 1833. And whereas the said Samuel Wiggins did acquire lands on the Mississippi river and establish a ferry in accordance with the provisions of said Acts, and afterwards sold out his said lands and ferry franchise to other persons who and their representatives also bought other lands and also leased other lands near the first, and whereas by means of assignments of various interests in said lands and ferry franchises and of the death of some of the owners of undivided portions thereof and of the dissent and devises of their interests therein a number of persons, some of whom are minors, have become owners of said lands ferry franchise, and whereas, it has become desirable that the said lands and ferry landing may be improved by the building of wharves, dykes and levees, the laying out of streets and roads through a part of said lands, and the erection of houses for various purposes thereon, and establishment of a boat yard and building of docks and by other things of public utility, but by reason of the minority of some of the present owners thereof and of the uncertainty of life where so many are concerned, the present owners of said lands and ferry franchise cannot do these things and works.

Therefore, to remove their disability and because the object desired cannot be attained under the General Corporation Law.

Sec. 1. Be it enacted by the People of the State of Illinois, represented in the General Assembly, as follows: That Andrew Christy, William C. Wiggins, Adam

L. Mills, Lewis V. Bogy, and Napolion B. Muliken and their associates, successors and assigns are hereby created a body corporate and politic by the name and style of "The Wiggins Ferry Company" and by that name shall have perpetual succession, and may sue and be sued, plead and be impleaded, defend and be defended in all courts and places, and may have and use a common seal, and the same renew and alter at pleasure, and the said company shall have full power to do the following acts: 1st, to acquire by purchase or otherwise and hold any lands or any interest in lands in fee simple or less estate in the counties of St. Clair and Madison, or either of them, and on or near the Mississippi river and not exceeding twelve hundred acres, and also other lands further from the Mississippi river for coal mines not exceeding three hundred acres; and also to purchase, hold, use and enjoy the ferry franchise heretofore granted to Samuel Wiggins, his heirs and assigns by the Act referred to in the preamble to this Act.

2nd. To construct a levee and other work calculated to improve the harbor and ferry lands, to construct a wharf on the Mississippi river and grade and pave the same or any part or all of said lands fronting on said river and after the same shall be graded and paved shall have the right to charge, collect and receive wharfage at such rates as may from time to time be fixed by the by-laws of said company not exceeding the rates of wharfage charged in St. Louis, Missouri, on boats vessels and rafts landing or lying at such wharf.

3rd. To build and to keep one or more wharf boats, to erect warehouses, stores and such other buildings as may be determined upon by said company and to establish a boat yard and erect all necessary shops, connected with boat building, and build and finish in all parts ferry and other boats, and to work the coal mines said company may hereafter purchase.

4th. To survey and lay off said lands or any part thereof into blocks, lots, streets and alleys, and grade and pave said streets and alleys or any part thereof and to lay off and dedicate to public use, grounds for mar-

ket places, schools, churches and parks and to sell lease and donate any part of said land in such manner and upon such terms as said company may deem proper and execute conveyances for the same, and to subscribe for, take and buy and hold and sell stocks in any railroad or plank or turnpike road company and issue bonds bearing such rate of interest and payable at such times and places as the company may think proper not exceeding one hundred thousnd dollars.

5th. To keep a ferry or ferries at and from any point or points on said lands across the Mississippi river to St. Louis in the State of Missouri, and to remove the same from place to place on said lands as necessity or convenience may require, and use boats or other crafts, propelled by steam heat or other power, and possess, use and enjoy all the rights, privileges, franchises and emoluments, recited in the preamble of this Act, as having been hertofore granted to the said Samuel Wiggins, his heirs and assigns on and from the lands to be purchased as herein provided for, and generally to do and perform all things in reference to the ownership, control, management, use and disposition of said ferry-franchise, ferry and lands and of the business carried on thereat, which a natural person might or could do.

Sec. 2. The capital stock of said company shall consist of one hundred thousand dollars, divided into shares of one hundred dollars each, and may be increased to one million dollars. The immediate government and direction of said company shall be vested in five directors and the persons hereby incorporated shall constitute the first board of directors and they shall distribute the stock in said company in such amounts to each as may be agreed among themseilves, and shall prescribe the mode of transferring the stock, and then cause an election to be held for directors not less than ten days, thereafter, and each stockholder shall be entitled to one vote for each share of stock held by him or them, in said company, and may vote by person or by proxy, and the directors so elected shall hold their offices for one year and until their successors are elected and organized by

the election of a president, and in like manner, annual elections of directors shall be held. And said directors, a majority of whom shall constitute a quorum to do business, shall elect one of their number to be the president of said company and shall have power to elect a secretary and treasurer and appoint such clerks, agents and servants as may be required to carry on the business of said company in all its various branches.

Sec. 3. The time of holding annual elections for directors shall be fixed by the by-laws to be passed by the directors, but a failure to hold an election at the time appointed shall not operate as a forfeiture of any of the privileges granted by this charter, but in such case the president and directors in office shall continue to exercise their official powers until successors shall be elected and organized, and in case of any vacancy in said board by death or otherwise the remaining directors shall fill said vacancy till the next election.

Sec. 4. The directors of said company shall have power to pass by-laws defining the duties and powers of the president, secretary and treasurer and of all employees of said company and also prescribing or changing the manner of transferring stock, and the manner of appointing proxies, and such other by-laws as they may deem expedient for the general management of their affairs not inconsistent with this charter and the laws of this State.

Sec. 5. All conveyances of land sold, leased or donoted by said company shall be executed by the president in his official capacity in pursuance of an order of the board of directors, and by affixing the seal of the corporation and attested by the secretary.

Sec. 6. The courts of chancery and of probate in this State having care or jurisdiction of the estate of any minor interested in said ferry franchise granted to said Samuel Wiggins, his heirs and assigns, as aforesaid, and the ferry carried on under that franchise and the lands acquired by the said Samuel Wiggins and by his assigns and their representatives as recited in the preamble to this Act, may, if in its judgment it is for the

interest of said minor, on application of the guardian of said minor, appoint in the State where said minor resides, notice having been given by publication in a newspaper published in the county where said application is made for four weeks successively, before such application, order his or her interest in said property including the ferry franchise, ferry boats and appurtenances used about said ferry lands, stocks and property of every kind held by the assignees or representatives of said Samuel Wiggins, to be sold either for money to the highest bidder or to said company for stock in said company at a rate to be approved by the court.

Sec. 7. This Act shall not be construed to interfere with any ferry now established by law; and is hereby declared to be a public Act, and shall take effect and be in force from and after its passage. Provided, that nothing in this Act contained shall be construed to create any private right so as to interfere with the powers with any existing municipal corporation or with the right of the Legislature at any time hereafter to create municipal corporations within the limits herein specified and to confer upon said corporations, all such powers of police, and also all such powers to open and extend streets, lanes and alleys, and to improve, manage and control the same, and also such powers to enter upon and condemn lands within the limits aforesaid for public wharves and to improve, control and fix the rates of wharfage for the same as may be usually or properly confided to a city corporation under the Constitution of Illinois.

Whenever a town or city shall be laid off and established on said land or on the adjacent and contiguous land it shall be lawful for the corporate authority of such town or city to own and possess the said wharves and landing, on paying to the proprietors thereof, hereby incorporated, the cost of the same, from and after which time the said wharves and landings, shall be dedicated to the use of such town or city, and said town or city shall have the right to establish and charge reasonable wharfage for the use of the same, provided the

same shall not exceed the wharfage dues charged and collected by the city of St. Louis.

The cost of the said wharves, landings, etc., shall be ascertained by petition filed with the county court of St. Clair county on notice to anyone of the persons named or corporators in this Act of at least five days before presenting the petition, and the said court shall on presenting said petition, appoint three disinterested persons who, after being sworn, before some judge or justice of the peace, faithfully and impartially to examine the premises, shall proceed to estimate the cost of said wharves and landings and make a written report of the same, to the said court, which shall be filed and recorded, in said court, and on payment of tender of the amount so assessed and found, the said wharves and landings and all estate in them shall be transferred to the said corporation petition as aforesaid, provided, however, that either party may appeal to the circuit court and to the supreme court, as in other cases.

No wharfage shall be allowed to be charged in any case until the said wharf or wharves or landings shall be properly and sufficiently graded and paved, provided that this Act shall not be construed to interfere with any of the powers, privileges or franchises heretofore granted and contained in an Act entitled "An Act to incorporate the Madison Ferry Company, approved February 3, 1840, and "An Act to amend an Act to incorporate the Madison Ferry Company," approved February 11, 1847, or either of them.

John Reynolds,
Speaker of the House of Representatives.

G. Koerner,
Speaker of the Senate.

Approved Feb. 11th, 1853.

J. A. Matteson.

Complainant's Exhibit "24" is in the words and figures following, to-wit:

ELECTRIC CITY AND ILLINOIS RAILWAY COMPANY.

Know all Men by these Presents, That we, whose names are hereunto subscribed, do hereby associate ourselves together for the purpose of forming a corporation under the provisions of the laws of the State of Illinois, and more particularly under the provisions of Chapter 114 of Starr and Curtis' Annotated Statutes of the State of Illinois.

First—The name of this corporation shall be "Electric City and Illinois Railway Company."

Second—It is intended to construct this railway from the eastern approach of the bridge, to be constructed by the St. Louis Merchants Bridge Company, thence through Madison County, to the City of East St. Louis, in St. Clair County, all in the State of Illinois.

Third—The principal business office of this corporation shall be established and maintained at Venice, in the County of Madison, State of Illinois.

Fourth—This corporation shall continue as a body corporate for the term of fifty years, and the commencement of the construction of the road intended to be built shall be within one year from the date of these articles.

Fifth—The Capital Stock of this corporation is Fifty Thousand Dollars.

Sixth—The names and places of residence of the several persons forming this association for incorporation are as follows:

Charles D. McLure, Granite, Montana.
John Whittaker, St. Louis, Mo.
S. W. Cobb, St. Louis, Mo.
C. C. Rainwater, St. Louis, Mo.
L. M. Rumsey, Hennepin Co., Minn.

Seventh—The names of the members of the first Board of Directors are Charles D. McLure, S. W. Cobb, C. C.

Rainwater, John Whittaker and L. M. Rumsey, and the government of the proposed corporation and the management of its affairs shall be vested in a President, Vice President and Secretary.

Eighth—The capital stock of this corporation shall be divided into five hundred shares, of the par value of One hundred dollars each.

In testimony of all which we have hereunto set our hands and seals this 18th day of February, A. D. 1889.

Charles D. McLure. (Seal)
S. W. Cobb. (Seal)
C. C. Rainwater. (Seal)
John Whittaker. (Seal)
L. M. Rumsey. (Seal)

State of Missouri, City of St. Louis—ss.

Be it remembered that on this eighteenth day of February, 1889, before the undersigned, a Notary Public, within and for the City of St. Louis, State of Missouri, personally came Charles D. McLure, S. W. Cobb, C. C. Rainwater, John Whittaker and L. M. Rumsey, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they severally acknowledged the same to be their free act and deed for the purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal, this eighteenth day of February, 1889.

(Seal) M. Greenwood, Jr., Notary Public.

State of Illinois, St. Clair County—ss.

This instrument was filed for record this 23rd day of Feby., A. D. 1889, at 8:30 o'clock a. m., and recorded in Book 6, Page 41.

Peter W. Lill, Recorder.
Edward D. Stookey, Deputy.

State of Illinois, Madison County.

I certify that the within instrument was this day duly recorded in said County in Book 181, Page 97, this 20th day of February, A. D. 1889, at 8 o'clock a. m.

Robt. Hagnauer, Clerk Cir. Court.

Filed for record in the Office of the Secretary of State of Illinois, March 4th, 1889, at 9 o'clock a. m. and recorded.

I. N. Pearson, Sec'y. of State.

United States of America, State of Illinois—ss.

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of the Electric City and Illinois Railway Company, which was filed for record in this office on the 4th day of March, 1889, at 9 o'clock a. m., and recorded in Book No. 11 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the 5th day of July, A. D. 1906.

James A. Rose, Secretary of State.

(Seal) Seal of the State of Illinois.

State of Missouri, City of St. Louis—ss.

We hereby certify that at a special meeting of the stockholders of the Electric City & Illinois Railway Company, held at the office of the Company in the Town of Madison, County of Madison, State of Illinois, on the 26th day of September, A. D. 1891, pursuant to notice given in the manner provided by law, the following questions were submitted to the stockholders:

1. Resolved, That the name of this corporation be changed from "Electric City & Illinois Railway Company," to "Madison, Illinois & St. Louis Railway Company."

2. Resolved, That the capital stock of this company be increased from $50,000.00 to $500,000.00.

3. Resolved, That this company issue bonds in the sum of $500,000.00, and that the same be secured by mortgage upon all the rights, property and franchises of this company, now owned or hereafter to be acquired by it.

4. Resolved, That the number of directors of this Company be increased from five to eleven.

5. Resolved, That the objects for which this company was formed be enlarged by authorizing it to construct, maintain and operate a railway over and across the bridge of the St. Louis Merchants Bridge Company, constructed across the Mississippi River in the County of Madison, State of Illinois, to the City of St. Louis, in the State of Missouri, and also to construct, maintain and operate its railway from the eastern approach of the bridge of the St. Louis Merchants Bridge Company through Madison County to the town of Alton, in said county; also from the eastern approach of said bridge through said Madison County to the town of Edwardsville in said county; also from the eastern approach of said bridge through Madison and St. Clair Counties to a point on the east bank of the Mississippi River opposite the southern part of the City of St. Louis, in the State of Missouri; also from a point in said last named route, near where the same crosses the boundary line between Madison and St. Clair Counties through Madison and St. Clair Counties to the City of East St. Louis; all in the State of Illinois:

Which said resolutions were adopted by the stockholders, two-thirds of the votes represented by the whole stock of such corporation voting therefor.

In Witness Whereof, we have hereunto set our hands and affixed the seal of said corporation this 28th day of September, A. D. 1891.

Charles D. McLure,
By ....., President.

(Seal)
John H. Overall, Secretary.

State of Missouri, City of St. Louis—ss.

....., being duly sworn, deposes and says that he has read the foregoing certificate subscribed by him, and knows the contents thereof, and that the same is true in substance and in fact, and that he is President of said Corporation.

Charles D. McLure, President.

Subscribed and sworn to before me, this 28th day of September, A. D. 1891.

(Seal) Wm. G. Schofield,
Notary Public, City of St. Louis, Missouri.

Filed Sept. 29, 1891, at 8 o'clock a. m.

United States of America, State of Illinois—ss.

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Certificate of Change of Name, Increase of Stock, Number of Directors, etc., of the Electric City & Illinois Railway Company, which was filed for record in this office on the 29th day of Sept., 1891, at 8 o'clock a. m., and recorded in Book No. 10 of Railroad Records.

In Witness Whereof, I hereunto set my hand and affix the Great Seal of State, at the city of Springfield, the 5th day of June, A. D. 1906.

James A. Rose, Secretary of State.

(Seal) Seal of the State of Illinois.

Complainant's Exhibit No. 31.

Terminal Railroad Association of St. Louis, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company and Missouri, Kansas and Texas Railway Company; and The Chicago and Alton Railroad Company and Chicago, Burlington and Quincy Railroad Company.

ADMISSION AGREEMENT OF NEW COMPANIES.

This agrement, made this sixteenth day of December, 1902, between the Terminal Railroad Association of St.

Louis (hereinafter called the Terminal Company), party of the first part; Southern Railway Co. (hereinafter called the Southern Company), Illinois Central R. R. Company (hereinafter called the Illinois Company), the Chicago & Alton R. R. Company (hereinafter called the Alton Company), Chicago, Burlington and Quincy Railway Company (hereinafter called the Burlington Company), and Missouri, Kansas and Texas Railway Company (hereinafter called the Kansas Company), and hereinafter designated collectively the New Companies, parties of the second part; The Chicago and Alton Railroad Company and Chicago, Burlington & Quincy Railroad Company, parties of the third part:

On the first day of October, 1889, a certain agreement was entered into between the Terminal Company, as first party and the Missouri Pacific Railway Company, St. Louis, Iron Mountain & Southern Railway Co., Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, as second parties, a copy of which said agrement is hereto attached marked Exhibit A, and made a part hereof, with like force and effect, as if the same were herein fully set forth, and is hereinafter referred to as Exhibit A.

Since the execution of said agreement, Exhibit A, Baltimore and Ohio Southwestern Railroad Company (as successor of said Ohio and Mississippi Railway Company), St. Louis and San Francisco Railroad Company, St. Louis, Vandalia and Terre Haute Railroad Company, and the Chicago, Rock Island and Pacific Railway Company, have severally become and now are parties to said agreement, Exhibit A, as parties of the second part thereto.

The New Companies severally desire to become parties to said agreement, Exhibit A, their rights and obligations thereunder, however, to become effective only as and from the day of the date hereof.

The Terminal Company and all of the parties of the second part to said agreement, Exhibit A, are willing

and have consented that the New Companies shall, on the terms and conditions herein set forth, severally become parties to said agrement, Exhibit A.

Unanimous consent of all the directors of the Terminal Company, evidenced by the adoption of a resolution by its board of directors, has been given to the admission of the New Companies severally as parties of the second part to said agreement Exhibit A.

Now, Therefore, for a valuable consideration, it is agreed between the parties hereto as follows:

1. The Terminal Company, each and every of the stockholders and each and every of the directors thereof having thereto consented, in consideration of the obligations herein severally assumed by the New Companies does hereby agree to cause to be transferred and delivered to each of the New Companies two thousand fifty-eight (2,058) shares of the capital stock of the Terminal Company, said two thousand and fifty-eight (2,058) shares being the proportion of such stock now held severally by each of the parties of the second part to said agreement Exhibit A, and does hereby, on and from this date admit each of the New Companies severally to the joint use with the parties of the second part to said agrement Exhibit A of all the terminal facilities of the Terminal Company, in like manner and to like extent as if the New Companies had at this date executed said agreement Exhibit A as parties of the second part; it being understood, however, that such right is not transferrable to any extent, but is to remain as appurtenant to the respective railroads of the New Companies.

2. In consideration of said transfer and delivery of said stock, and of such admission thereby to membership as a proprietary line of the Terminal Company, each of the New Companies hereby severally assumes the obligations of said agreement Exhibit A with like force and effect as if it had on this date executed as party of the second part said agreement Exhibit A, and accepts the right of joint use herein granted by the Terminal Company, and hereby covenants and agrees that

it will forever make use of the terminal facilities of the Terminal Company for all passenger and freight traffic within its control, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and to pay therefor as in said agreement Exhibit A provided.

3. It is hereby declared to be the intention of the parties hereto, and the purpose in the execution of this agreement, that each of the New Companies, as consideration for and upon acceptance of said stock and the execution of this agreement, shall be and does hereby become a party to said agreement Exhibit A with like force and effect as if it had executed the same as of October 1st, 1889, the date upon which said agreement was executed by the then parties thereto, save and except that said agreement shall become effective, be binding upon and inure to the benefit of each of the New Companies only as and from the day of the date of the execution and delivery hereof.

4. The stock of the Terminal Company to be issued as herein contemplated shall, in form and condition of issue, correspond in all respects with the certificates of stock heretofore severally issued to said parties of the second part to said agrement Exhibit A.

5. Upon the execution and delivery hereof, or so soon thereafter as can be conveniently done, two shares of said stock allotted to each of the New Companies shall be transferred to such party as it may designate as a director of the Terminal Company to represent its interests therein, and for the purpose only of qualifying said person as a director; and the remaining shares of said stock to be issued to the New Companies as herein contemplated, shall be transferred to them severally, and the Terminal Company shall cause the parties designated by the New Companies to be elected members of the board of directors of the Terminal Company.

6. The Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company, and the Burling Company is lessee of the railroad of the Chicago, Burlington and Quincy Railroad Company. Each of said lessor companies hereby covenants and agrees that

it will forever make use of the terminal facilities of the Terminal Company for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis and to pay therefor as in said agreement Exhibit A provided, and as proprietary companies of the Terminal Company may from time to time undertake or be required to pay; and in consideration of the grant by the Terminal Company of such right of use, each of said lessor companies does hereby assent to the execution and delivery of this agreement by its lessee company, and guarantees unto the Terminal Company the faithful performance and observance by its lessee company of the obligations herein and of the agreement, Exhibit A, on the part of its lessee company, and of all other obligations into which, as a proprietary company of the Terminal Company, its lessee may enter with the Terminal Company.

In Witness Whereof the parties hereto have caused this agreement to be executed by their proper officers, in seven or more parts, each part to be deemed an original, as of the day and year first above written.

Terminal Railroad Association of St. Louis,
By ....., President.

Attest:
....., Secretary.

Southern Railway Company,
By ....., President.

Attest:
....., Secretary.

Illinois Central Railroad Company,
By ....., President.

Attest:
....., Secretary.

The Chicago and Alton Railway Company.,
By ....., President.

Attest:
....., Secretary.

The Chicago and Alton Railroad Company,
By ....., President.

Attest:
....., Secretary.

Chicago, Burlington & Quincy Railway Company,
By ....., President.

Attest:
....., Secretary.

Chicago, Burlington & Quincy Railroad Company,
By ....., President.

Attest:
....., Secretary.

Missouri, Kansas and Texas Railway Company,
By ....., President.

Attest:
....., Secretary.

May 13, 1907.

Complainant's Exhibit No. 32.

Interstate Commerce Commission, Washington.

Secretarys' Office.

I, Edward A. Moseley, Secretary of the Interstate Commerce Commission, do hereby certify that the documents hereto attached, to-wit:

Schedules of rates numbered 1 to 29, both inclusive:

St. Louis Merchants Bridge Terminal Tariff No. 3, in effect October 17th, 1890, and Supplements thereto attached:

St. Louis Merchants Bridge Terminal Tariff No. 4 in effect November 11th, 1890, and Supplements thereto attached:

St. Louis Merchants Bridge Terminal Circular No. 3, dated January 1st, 1891:

St. Louis Merchants Bridge Terminal Tariff No. 5, in effect September 18th, 1891:

St. Louis Merchants Bridge Terminal No. 6, in effect September 18th, 1891.

St. Louis Merchants Bridge Terminal Through Freight Tariff No. 8, in effect November 4th, 1891:

St. Louis Merchants Bridge Terminal Corrected Through Freight Tariff No. 8, in effect November 4th, 1891:

St. Louis Merchants Bridge Terminal Local Freight Tariff No. 7, in effect November 4th, 1891:

St. Louis Merchants Bridge Terminal Freight Tariff No. 11, in effect April 1st, 1892:

St. Louis Merchants Bridge Terminal Freight Tariff No. 12, effective February 13th, 1893, are a part of the records of said Interstate Commerce Commission, having been filed with said Commission by said St. Louis Merchants Bridge Terminal on dates shown by date of receipt stamps on each of said schedules, and that said schedules have been continuously on file with said Commission from date of filing to date hereof.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Commission, this 27th day of June, A. D. 1906.

Edw. A. Moseley,
Secretary of the Interstate Commerce Commission.

Form 49.

No. 1.

St. Louis, Mo., July 10, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants' Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From E. Side R. Rds.

To W. Side Rds or St. Louis.

Article—Coal.

Rate 10½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Re-

ceived Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

(Page 2.)

No. .2

St. Louis, Mo., July 10, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From West Side R. R'ds.

To E. Side R. R'ds.

Article—Lumber.

Rate 1½ Cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

(Page 3.)

No. 3.

St. Louis Mo., July 21, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To E. Side R. Rds.

Article—White Lead.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Re-

ceived Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

(Page 5.)

No. 4.

St. Louis, Mo., July 23, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To E. Side R. Rds.

Article—Flour.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

(Page 6.)

No. 5.

St. Louis, Mo., July 26, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To E. Side R. R.

Articles—Locomotive Brakes.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Re-

ceived Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

No. 6.

St. Louis, July 26, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From E. Side R. Rds.

To W. Side.

Article—Iron Bolts.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.)

(Page 7.)

No. 7.

St. Louis, Mo., Aug. 4, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To E. Side R. Rds.

Article—Granite Ware.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.")

(Page 8.)

No. 8.

St. Louis, Mo., Aug. 4, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From E. Side R. Rds.

To W. Side R. Rds.

Article—Iron Pipe.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.")

(Page 9.)

No. 9.

St. Louis, Mo., Aug. 11, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To E. Side R. Rds.

Article—Machinery.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 15, 1890, 34057, Interstate Commerce Commission.")

Commission.

(Page 10.)

No. 10.

St. Louis, Mo., Aug. 14, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From E. Side R. Rds.

To St. Louis, Mo.

Article—Oil.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Managen

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 8, 1890. Interstate Commerce Commission.")

(Page 11.)

No. 11.

St. Louis, Mo., Aug. 14, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From St. Louis, Mo.

To East Side R. Rds.

Article—Oil Meal.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 25, 35302. Interstate Commerce Commission.")

(Page 12.)

No. 12.

St. Louis, Mo., Aug. 23, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Wabash R. R. (St. Louis.)

To Tol. St. L. & K. C. Ry. (East Side.)

Article—Equipment Coal Cars.

Rate —— cents per hundred pounds, with minimum of $2.50 per car.

On 80 cars, expires Sept. 1, 1890.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 25, 1890, 35302. Interstate Commerce Commission.")

(Page 13.)

No. 13.

St. Louis, Aug. 25, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From Railroads on East Side.

To St. Louis, Mo.

Article—Furniture.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Aug. 25, 1890, 35999. Interstate Commerce Commission.")

(Page 14.)

No. 14.

St. Louis, Mo., Aug. 29, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Railroads, East Side.

To Railroads, West Side.

Article—Salt.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 4, 1890. Interstate Commerce Commission.") 36725.

Page 15.)

No. 15.

St. Louis, Mo., Sept. 1, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From St. Louis, Mo.

To East Side Railroads.

Article—Bran.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 6, 1890. 37019. Interstate Commerce Commission.")

(Page 16.)

No. 16.

St. Louis, Mo., Sept. 2, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Nails.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 6, 1890. 37019. Interstate Commerce Commission.")

(Page 17.)

No. 17.

St. Louis, Mo., Sept. 3, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From St. Louis, Mo.

To E. Side Railroads.

Article—Stoves and S. Fixtures.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1, Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 8, 1890. 37190. Interstate Commerce Commission.")

(Page 18.)

No. 18.

St. Louis, Mo., Sept. 8, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Boiler Iron.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 11, 1890. 37700. Interstate Commerce Commission.")

(Page 19.)

No. 19.

St. Louis, Mo., Sept. 12, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Galv. Sheet Iron.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 15, 1890. 38084. Interstate Commerce Commission.")

(Page 20.)

No. 20.

St. Louis, Mo., Sept. 13, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Brick.

Rate 1¼ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 20, 1890. 38806. Interstate Commerce Commission.")

(Page 21.)

No. 21.

St. Louis, Mo., Sept. 17, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Coke.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Sept. 20, 1890. 38806. Interstate Commerce Commission.")

(Page 22.)

No. 22.

St. Louis, Mo., Sept. 26, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Rivets (Iron).

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 1, 1890. 40225. Interstate Commerce Commission.")

(Page 23.)

No. 23.

St. Louis, Mo., Sept. 29, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Hair.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 4, 1890. 40664. Interstate Commerce Commission.")

(Page 24.)

No. 24.

St. Louis, Mo., Sept. 30, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Straw Board.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 4, 1890. 40664. Interstate Commerce Commission.")

(Page 25.)

No. 25.

St. Louis, Mo., Oct. 7, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Wheat.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 13, 1890. 41680. Interstate Commerce Commission.")

(Page 26.)

No. 26.

St. Louis, Mo., Oct. 7, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Bar Iron.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 13, 1890. 41680. Interstate Commerce Commission.")

(Page 27.)

No. 27.

St. Louis, Mo., Oct. 7, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Steel Plates.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 13, 1890. 41680. Interstate Commerce Commission.")

(Page 28.)

No. 28.

St. Louis, Mo., Oct. 11, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Wagon Wood.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 17, 1890. 42219. Interstate Commerce Commission.")

(Page 29.)

No. 29.

St. Louis, Mo., Oct. 14, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Horse Shoes.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per McL.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 17, 1890. 42219. Interstate Commerce Commission.")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Tariff No. 3.

In Effect October 17th, 1890.

Pending completion of this Company's terminal tracks in the City of St. Louis, the rate between this Company's freight yards located in St. Louis at Ferry and Hall Sts., Florida and Main Sts., and Railways with which it connects in East St. Louis, Venice and Brooklyn, on the Commodities named, in car loads, will be as noted:

	Per 100.	Minimum Per car.
Flour	2	5.00
Furniture	2	5.00
Granite Iron Ware	2	5.00
Hair	2	5.00
Machinery	2	5.00
Paper	2	5.00
White Lead	2	5.00
Stoves	2	5.00
Sugar	2	5.00
Bran	1½	4.50
Coke	1½	4.50
Coal	1½	4.00
Iron	1½	4.50
Pipe Iron	1½	4.50
Nails	1½	4.50
Meal	1½	4.50
Salt	1½	4.50
Lumber	1½	4.50

H. W. Gays, General Manager,
St. Louis, Mo.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Oct. 20, 1890. 43544. Interstate Commerce Commission.")

Supplement No. 1 to Tariff No. 3.

St. Louis, Mo., Oct. 18, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Tracks of This Co., St. Louis, Mo.

To Venice, Ill.

Article—Building Stone, Rough.

Rate 1 cent per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped and written: "Received Auditor's Office Oct. 20, 1890. 42544. Interstate Commerce Commission."

Supplement No. 2 to Tariff No. 3.

Oct. 18, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railways.

To Wabash R. R. Switches, St. Louis, Mo.

Article—Coal.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car, less $1.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Oct. 22, 1890. 42855. Interstate Commerce Commission.")

Supplement No. 2 to Tariff No. 3.

St. Louis, Mo., Oct. 18, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railways.

To Wabash R. R. Switches, St. Louis, Mo.

Article—Coal.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car, less $1.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Oct. 20, 1890. 42544. Interstate Commerce Commission.")

Supplement No. 3 to Tariff No. 3.

St. Louis, Mo., Oct. 20, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Zinc, Oxide of.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Oct. 24, 1890. 43157. Interstate Commerce Commission.")

Supplement No. 4 to Tariff No. 3.

St. Louis, Mo., Oct. 23, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From West Side Railroads.

To East Side Railroads.

Article—Cement.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Oct. 27, 1890. 43518. Interstate Commerce Commission.")

Supplement No. 5 to Tariff No. 3.

St. Louis, Mo., Oct. 27, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West.

Article—Spokes, Wooden.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Oct. 31, 1890. 44149. Interstate Commerce Commission.")

Supplement No. 6 to Tariff No. 3.

St. Louis, Mo., Oct. 28, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Starch.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 1, 1890. 44334. Interstate Commerce Commission.")

Supplement No. 7 to Tariff No. 3.

St. Louis, Mo., Oct. 29, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Oil in Tanks.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 1, 1890. 44334. Interstate Commerce Commission.")

Supplement No. 8 to Tariff No. 3.

St. Louis, Mo., Oct. 30, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Empty Bottles.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 3, 1890. 44465. Interstate Commerce Commission.")

Supplement No. 9 to Tariff No. 3.

St. Louis, Mo., Nov. 1, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Licorice.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 10, 1890. 45427. Interstate Commerce Commission.")

Supplement No. 10 to Tariff No. 3.

St. Louis, Mo., Nov. 3, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Stone, Rough.

Rate 1¼ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 10, 1890. 45427. Interstate Commerce Commission.")

Supplement No. 11 to Tariff No. 3.

St. Louis, Mo., Nov. 5, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal, will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Butchers' Blocks.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 10, 1890. 45427. Interstate Commerce Commission.")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Tariff No. 4.

In Effect November 11th, 1890.

Pending the completion of this Company's terminals in the City of St. Louis, the rate between this Company's freight Yards, located in the City of St. Louis at Ferry and Hall Streets, Florida and Main Streets, Branch and Hall Streets, Carr and Main Streets, and the Following Railways: Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; East St. Louis Connecting Louisville & Nashville; Mobile & Ohio; St. Louis & Eastern; St. Louis, Alton & Terre Haute; Terminal Association; Chicago & Alton; Chicago, Peoria & St. Louis; East St. Louis & Carondelet; Louisville, Evansville & St. Louis; Ohio & Mississippi; St. Louis, Vandalia & Terre Haute; Toledo, St. Louis & Kansas City; Wabash; with which it connects in East St. Louis, Ill., Venice, Ill., Brooklyn, Ill., Madison, Ill., and the switches located on or connecting with the Belt Railway in Illinois, viz: Pope's Glucose Works, Stites Switch, Heim's Brewery, River Rendering Works, Thorn & Hunkins, National Stock Yards, Madison Car Works.

On the commodities named, in Car Loads, will be as noted:

	Per 100	Minimum.
Boilers	2	$5.00
Bran	1½	4.50
Bark, Tan	1½	4.50
Cement	1½	4.00
Coke	1½	4.50
Coal	1½	4.00
Coffee	2	
Fruit	2	
Flour	2	
Furniture	2	5.00

	Per 100	Minimum.
Glass	2	
Grain	1½	
Hair	2	5.00
Horse Shoes	1½	4.50
Iron, Merchant	1½	4.50
Iron, Pig or Pipe	1½	4.50
Iron Ware	2	
Lead, Pig	2	
Lumber	1½	4.50
Logs	1½	4.50
Lime	1½	4.00
Molasses	2	
Machinery	2	5.00
Meal	1½	4.50
Nails	1½	4.50
Oil	1½	4.50
Oxide Zinc	2	
Paper	2	
Stoves	2	5.00
Sugar	2½	4.50
Salt	1½	4.50
Staves	1½	4.50
Starch	2	
Spokes	2	5.00
Vegetables	2	
White Lead	2	

H. W. Gays, General Manager,
St. Louis, Mo.

(On this Tariff is stamped and written: "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Received Auditor's Office Nov. 14, 1890. 46061. Interstate Commerce Commission.")

Supplement No. 1 to Tariff No. 4.

St. Louis, Mo., Nov. 11, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railways.

To Wabash R. R. Switches, St. Louis, Mo.

Article—Coal.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car, less $1.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 17, 1890. 46475. Interstate Commerce Commission.")

Supplement No. 2 to Tariff No. 4.

St. Louis, Mo., Nov. 11, 1890.

Pending the completion of terminal tracks in St. Louis, and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Charcoal.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 17, 1890. 46475. Interstate Commerce Commission.")

Supplement No. 3 to Tariff No. 4.

St. Louis, Mo., Nov. 15, 1890.

Pending the completion of the terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Powder.

Rate 4 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 20, 1890. 46965. Interstate Commerce Commission.")

Supplement No. 4 to Tariff No. 4.

St. Louis, Mo., Nov. 18, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of Regular Freight Tariff, the Agents of the St. Louis Merchants' Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Copperas.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager,
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 21, 1890. 47154. Interstate Commerce Commission.")

Supplement No. 5 to Tariff No. 4.

St. Louis, Mo., Nov. 19, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in car loads only:

From East Side Railroads.

To West Side Railroads.

Article—Glucose.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Nov. 22, 1890. 47338. Interstate Commerce Commission.")

Supplement No. 6 to Tariff No. 4.

St. Louis, Mo., Nov. 27, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in car loads only:

From East Side Railroads.

To West Side Railroads.

Article—Egg Carrier Fillers.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 1, 1890. 48371. Interstate Commerce Commission.")

Supplement No. 6 to Tariff No. 4.

St. Louis, Mo., Nov. 27, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Egg Carrier Fillers.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 1, 1890. 48371. Interstate Commerce Commission.")

Supplement No. 7 to Tariff No. 4.

St. Louis, Mo., Nov. 28, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Canned Goods.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 1, 1890. 48371. Interstate Commerce Commission.")

Supplement No. 7 to Tariff No. 4.

St. Louis, Mo., Nov. 28, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Canned Goods.

Rate 2 cents per hundred pounds, with minimum of $ —— per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 1, 1890. 48371. Interstate Commerce Commission.")

Supplement No. 8 to Tariff No. 4.

St. Louis, Mo., Nov. 29, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Hollow Ware.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 5, 1890. 48892. Interstate Commerce Commission.")

Supplement No. 9 to Tariff No. 4.

St. Louis, Mo., Nov. 29, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Window Glass.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 5, 1890. 48892. Interstate Commerce Commission.")

Supplement No. 10 to Tariff No. 4.

St. Louis, Mo., Dec. 1, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Oil Cloth.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 5, 1890. 49013. Interstate Commerce Commission.")

Supplement No. 11 to Tariff No. 4.

St. Louis, Mo., Dec. 2, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—

Rate 1½ cents per hundred, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 5, 1890. 49015. Interstate Commerce Commission.")

Supplement No. 12 to Tariff No.4.

St. Louis, Mo., Dec. 3, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—B. Wire.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per McL.

(On this Tariff is stamped: "Received Auditor's Office Dec. 6, 1890. 49066. Interstate Commerce Commission.")

Supplement No. 13 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1890.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Bottles Empty.

Rate 1¼ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1890. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 33. Auditor's Office.")

Supplement No. 14 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Sad Irons in Boxes or Barrels.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1890. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 34. Auditor's Office.")

Supplement 15 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only.

From Between East Side Railroads.

To and to West Side Railroads.

Article—Hay.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 35 Auditor's Office.")

Supplement 16 to Tariff No. 4.

St. Louis, Mo., Jan 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

And to West Side Railroads.

Article—Wagon Material (in the rough).

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 36. Auditor's Office.")

Supplement No. 17 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Agricultural Implements.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 37. Auditor's Office.")

Supplement No. 18 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of Regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Granite Stone and Marble (Unwrought).

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 38. Auditor's Office.")

Supplement 19 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Sewing Machines.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff No. 39. Auditor's Office.")

Supplement No. 20 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Buggies.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 40. Auditor's Office.")

Supplement No. 21 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Hoops.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2665. Interstate Commerce Commission." "Freight Tariff Files No. 41. Auditor's Office.")

Supplement No. 22 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To West Side Railroads.

Article—Household Goods.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 42. Auditor's Office.")

Supplement No. 23 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To and West Side Railroads.

Article—Boxes, Empty.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 43. Auditor's Office.")

Supplement No. 24 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Packing House Product.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 44. Auditor's Office.")

Supplement No. 25 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Carr Street, St. Louis.

To Madison, Ill.

Article—Freight less than Car Loads.

Rate 5 cents per hundred pounds, with minimum of 50c.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 45. Auditor's Office.")

Supplement No. 26 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Wabash Connection Carr Street.

To Madison, Ill.

Article—Lime, Drain Tile, Brick and Sewer Pipe.

Rate 1.6-10 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 46. Auditor's Office.")

Supplement No. 27 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Wabash Connection Carr Street.

To Madison, Ill.

Article—Lumber.

Rate 1 8-10 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 47. Auditor's Office.")

Supplement No. 28 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Ferry, Hall Street.

To Madison, Ill.

Article—Rubble Stone.

Rate 1 cent per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 48. Auditor's Office.")

Supplement No. 29 to Tariff No. 4.

St. Louis, Mo., Jan. 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Boilers, Iron.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 49. Auditor's Office.")

Supplement No. 30 to Tariff No. 4.

St. Louis, Mo., Jan 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Sash Doors and Blinds.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 50. Auditor's Office.")

Supplement No. 31 to Tariff No. 4.

St. Louis, Mo., Jan 19, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Rags and Paper Stock.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson

(On this Tariff is stamped: "Received Auditor's Office Jan. 22, 1891. 2666. Interstate Commerce Commission." "Freight Tariff Files No. 51. Auditor's Office.")

Supplement 32 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To West Side Railroads.

Article—Fertilizer, Carloads.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff Files No. 52. Auditor's Office.")

Supplement 33 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To West Side Railroads.

Article—Ice, Carloads.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff No. 53. Auditor's Office.")

Supplement No. 34 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To West Side Railroads.

Article—Acid in Tank Cars.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff No. 54. Auditor's Office.")

Supplement No. 35 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants' Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between Elevators in St. Louis.

To East Side Railroads as named below.

Article—Grain.

Rate 1½ cents per hundred pounds, with minimum of $—— per car.

St. Louis Elevator.

Merchants Elevator.

St. Louis Salt W. House Elevator.

Farmers Elevator.

H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff Files No. 55. Auditor's Office.")

Supplement No. 36 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From National Stock Yards.

To Freight Yards this Company.

Article—Live Stock.

Rate —— cents per hundred pounds, with minimum of $4.00 per car. H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff Files No. 56. Auditor's Office.")

Supplement No. 37 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Straw.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff Files No. 57. Auditor's Office.")

Supplement No. 38 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Sour Kraut.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 9, 1891. 5144. Interstate Commerce Commission." "Freight Tariff Files No. 58. Auditor's Office.")

Supplement No. 38 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Sour Kraut.

Rate 2 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 59. Auditor's Office.")

Supplement No. 37 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Straw.

Rate 2 cents per hundred pounds, with minimum of $5.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 60. Auditor's Office.")

Supplement No. 36 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From National Stock Yards.

To Freight Yards this Company.

Article—Live Stock.

Rate —— cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 3535. Interstate Commerce Commission." "Freight Tariff Files No. 61. Auditor's Office.")

Supplement No. 35 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between Elevators in St. Louis, as named below.

To and East Side Railroads.

Article—Grain.

Rate 1½ cents per hundred pounds, with minimum of $—— per car.

St. Louis Elevator.

Merchants Elevator.

St. Louis Salt W. House Elevator.

Farmers Elevator.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 63. Auditor's Office.")

Supplement No. 34 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Acid in Tank Cars.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 63. Auditor's Office.")

Supplement No. 33 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To West Side Railroads.

Article—Ice, Carloads.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 64. Auditor's Office.")

Supplement No. 32 to Tariff No. 4.

St. Louis, Mo., Feb. 6, 1891.

Pending the completion of Terminal Tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Fertilizer, Car Loads.

Rate 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office Feb. 10, 1891. 5335. Interstate Commerce Commission." "Freight Tariff Files No. 65. Auditor's Office.")

Suplement No. 31 to Tariff No. 4.

St. Louis, Mo., March 3, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To West Side Railroads.

Article—Charcoal.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car.

In effect March 6, 1891.

H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office March 5, 1891. 8210. Interstate Commerce Com-

mission." "Freight Tariff Files No. 66, Auditor's Office.")

Supplement No. 30 to Tariff No. 4.

St. Louis, Mo., March 3, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between East Side Railroads.

To and West Side Railroads.

Article—Sash Doors and Blinds.

Rate 1½ cents per hundred pounds with minimum of $4.50 per car.

In effect March 6, 1891.

H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped: "Received Auditor's Office March 5, 1891. 8210. Interstate Commerce Commission." "Freight Tariff Files No. 50. Auditor's Office.")

Supplement No. 33 to Tariff No. 4.

St. Louis, Mo., March 3, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads, only:

From Between East Side Railroads.

To And West Side Railroads.

Article—Ice.

Rate 1¼ cents per hundred pounds, with minimum of $4.00 per car.

In effect March 6, 1891.

H. W. Gays, General Manager.

Per Hanson.

(On this Tariff is stamped "Received Auditor's Office, Mar. 5, 1891. 8210. Interstate Commerce Commission." Freight Tariff Files, No. 68, Auditor's Office.)

Supplement No. 39 to Tariff No. 4.

St. Louis, Mar. 3rd, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From Between St. Louis.

To And East Side Railroads.

Article—Bones.

Rates 1½ cents per hundred pounds, with minimum of $4.50 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office, Mar. 5, 1891. 8210. Interstate Commerce Commission." Freight Tariff Files, No. 69, Auditor's Office.)

Supplement No. 40 to Tariff No. 4.

St. Louis, Mo., Mar. 3, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From St. Louis.

To East Side Railroads.

Article—Brick, Glass (Broken), Scrap and Junk and Sand.

Rate 1¼ cents per hundred pounds, with minimum of $4.00 per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office Mar. 5, 1891. 8210. Interstate Commerce Commission." Freight Tariff Files No. 70, Auditor's Office.)

Supplement No. 41 to Tariff No. 4.

St. Louis, Mo., April 11, 1891.

Pending the completion of Terminal Tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railroads.

To Wabash R. R. Switches, St. Louis, Mo.

Article—Coal mined in Ill. and Ind.

Rate 1½ cents per hundred pounds, with minimum of $4.00 per car. Less Wabash Switching.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office Apr. 13, 1891. 13362. Interstate Commerce Commission. Freight Tariff Files No. 71, Auditor's Office.")

Supplement No. 42 to Tariff No. 4.

St. Louis, Mo., Sept. 2, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named below:

From Between East St. Louis, Ill.

To St. Louis, Mo.

Article—Musical Instruments, Millinery, Light Dry Goods, Hats and Caps.

Rate 5 cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office, Sept. 7, 1891. 33325. Interstate Commerce Commission." Freight Tariff No. 72, Auditor's Office.)

Supplement No. 44 to Tariff No. 4.

St. Louis, Mo., Sept. 2, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named below:

From East St. Louis, Ills.

To and St. Louis, Mo.

Article—Heavy Dry Goods.

Rate 2½ cents per hundred pounds, with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office, Sept. 7, 1891. 33325. Interstate Commerce Commission." Freight Tariff Files No. 74, Auditor's Office.)

Supplement No. 45 to Tariff No. 4.

St. Louis, Mo., Sept. 15th, 1891.

Pending the completion of terminal tracks in St. Louis and the issuing of regular Freight Tariff, the Agents of the St. Louis Merchants Bridge Terminal will be governed by the following Special on the Commodity named, in Car Loads only:

From East Side Railways.

To West Side Railways.

Article—Coal and Coke.

Rate 6½ cents per hundred pounds with minimum of $—— per car.

H. W. Gays, General Manager.
Per Hanson.

(On this Tariff is stamped "Received Auditor's Office, Sept. 18, 1891. 34744. Interstate Commerce Commission." Freight Tariff Files, No. 32, Auditor's Office.)

ST. LOUIS MERCHANTS BRIDGE TERMINAL,

Operating St. Louis Merchants Bridge, Electric City & Illinois Railway, Lessor Venice & Carondelet Belt Railway.

Circular No. 3.

St. Louis, Mo., Jan. 1, 1891.

P. M. Hanson is hereby appointed General Agent of this Company, with office at St. Louis, Mo.

He will have charge of the Freight Traffic and Agencies of the Company. All Agents and Employees will be governed accordingly.

H. W. Gays, General Manager.

(On this Tariff is stamped "Received Auditor's Office, Jan. 19, 1891. 2243. Interstate Commerce Commission." Freight Tariff Files No. 32, Auditor's Office. Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——.)

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Local Freight Tariff No. 7.

All Rates That Conflict Are Abrogated.

Issued October 22, 1891—In Effect November 4, 1891.

Between Wabash (West); St. Louis, Keokuk & Northwestern; Missouri Pacific; St. Louis and San Francisco; St. Louis, Iron Mountain & Southern; Union Stock Yards; Switches connected with this Company's track and freight yards in St. Louis located Ferry and Hall, North Market and Main, Carr and Main, Branch and Hall, Florida and Main, Eighth and Gratiot.

And National Stock Yards and following industries located on this Company's track, East Side:

Madison City Delivery; Pope's Glucose Co.; Heim's Brewery; Madison Elevator; Stites'; Western Forge; Standard Oil Co.; St Louis Sanitary Co.; Thorn & Hunkins; Madison Car Co.; Gross'.

Also between Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; East St. Louis Connecting; East St. Louis & Carondelet; Jacksonville Southeastern; Mobile & Ohio; Ohio & Mississippi; St. Louis, Alton & Terre Haute; St. Louis, Vandalia & Terre Haute; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Louisville & Nashville; Terminal Railway Association; Louisville, Evansville & St. Louis, Wabash (East).

National Stock Yards.

Following industries on this Company's track, East Side:

Madison City Delivery; Pope's Glucose Co.; Heim's Brewery; Standard Oil Co.; Stites'; Western Forge; Madison Car Co.; St. Louis Sanitary Co.; Madison Elevator; Gross'; Thorn & Hunkins.

And Union Stock Yards; switches connected with this company's track and Freight Yards, St. Louis—Ferry and Hall, North Market and Main, Carr and Main, Branch and Hall, Florida and Main, Eighth and Gratiot.

Freight in car loads to one consignee as follows:

	Cents per 100	No. car less than.
All articles, the bulk or nature of which requires an entire car except as noted below	2	$5 00
All other articles except noted below	2	4 00
Asphaltum	1½	$4 00
Brick	1¼	4 00
Bran	1½	4 00
Blinds	1½	4 00
Beer Packages, empty returned	...	3 00
Coke	1½	4 00
Cement	1½	4 00
Coal, Indiana	1½	4 00
Coal, Illinois	1½	4 00
Coal, Smithing	1½	4 00

Articles.	Cents per 100.	No. car less than.
Cinders	1¼	4 00
Doors	1½	4 00
Grain—Wheat, Corn, Oats, Rye and Barley	1½	4 00
Gravel	1¼	4 00
Heading	1½	4 00
Ice	1½	4 00
Iron, all kinds manufactured	1½	4 00
Iron—Pig, Cast, Scrap	1½	4 00
Jute Butts	1½	4 00
Lumber	1½	4 00
Lath	1½	4 00
Logs	1½	4 00
Lime	1½	4 00
Marble, unwrought	1½	1 00
Meal, all kinds	1½	4 00
Oil	1½	4 00
Posts	1½	4 00
Piling	1½	4 00
Powder for city delivery not taken	....	....
Stone, unwrought	1½	4 00
Stone, crushed	1½	4 00
Stone	1¼	4 00
Sand	1¼	4 00
Sawdust	1¼	4 00
Salt	1½	4 00
Staves	1½	4 00
Shooks	1½	4 00
Soda Ash	1½	4 00
Sash	1½	4 00
Tan Bark	1½	4 00
Tar	1½	4 00
Tobacco	2	....
Wood for fuel	1¼	4 00
Wire	1½	4 00

Live Stock—

One animal	$3 00
Two or more animals	4 00
Trans-Continental freight, regardless of Classification 2	. . . .

Rules.

1. The National Stock Yards charge of $1.00 per car for trackage to and from industries located on the tracks of that company must be added to above rates.

2. The foregoing rates apply to and from the connecting track of the Railways named. This Company will not absorb or pay any portion of any switching charges beyond.

3. No loaded car will be received by this Company unless accompanied by regular Way-bill showing destination and consignee if for St. Louis delivery, the freight yard or switch at which delivery it is to be made must be designated on Way-bill.

4. Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this Company in the City of St. Louis.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(On this Tariff is stamped "Received Auditor's Office Nov. 2, 1891. 40644. Interstate Commerce Commission." Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——. "Freight Tariff Files No. 79, Auditor's Office.")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Through Freight Tariff No. 8.—All Conflicting Rates are Cancelled.

Issued October 22, 1891.—In Effect November 4, 1891.

Between following Railways Terminating on East Side:

Chicago & Alton.
Mobile & Ohio.

Cleveland, Cincinnati, Chicago & St. Louis.
Ohio & Mississippi.
Chicago Burlington & Quincy.
East St. Louis Connecting.
East St. Louis & Carondelet.
Jacksonville Southeastern.
Louisville & Nashville.
Louisville, Evansville & St. Louis.
St. Louis, Alton & Terre Haute.
St. Louis, Vandalia & Terre Haute.
St. Louis & Eastern.
Toledo, St. Louis & Kansas City.
Terminal Railway Association.
Wabash (East).
National Stock Yards.

And following Railways on West Side:
St. Louis, Keokuk & Northwestern.
St. Louis & San Francisco.
Wabash (West).
St. Louis, Iron Mountain & Southern.
Missouri Pacific.

Elevators on East Side are: Union, Advance, East St. Louis, Valley, Crescent, Venice, Madison, Star, Kehlor.

Elevators on the West Side are: Farmers, Merchants, St. Louis Central A.

Freight in car loads to one consignee as follows:

	In cents per 100 lbs.	No car less than
Articles the bulk or nature of which require an entire car except as noted below	2	5.00
Other Articles except as noted below	2	4.00
Asphaltum	1½	
Brick	1	
Blinds	1½	
Bones	1½	
Bran	1½	

Articles.	In cents per 100 lbs.	No car less than
Beer Packages, empty returned		3.00
Coke	1½	
Clay	1	
Cement	1½	
Cotton, Compressed	2	
Coal, Anthracite	1½	
Coal, Indiana	1¼	
Coal, Illinois	1¼	
Coal, Smithing	1½	
Cinder	1	
Cooperage	1½	4.00
Doors	1½	
Grain, between East and West Side Railways	1½	
Grain, between East Side Railways and West Side Elevators	1½	
Grain, between West Side Elevators and East Side Railways	1½	
Granite, Paving Blocks	1	
Gravel	1	
Hay	1½	4.00
Heading	1½	
Ice	1¼	
Iron, all kinds, manufactured	1½	
Iron, scrap, pig, cast	1½	
Lumber	1½	
Lath	1½	
Logs	1½	
Lime	1½	
Marble, unwrought	1½	
Meal, all kinds	1½	
Oil	1½	
Ore Zinc, iron	1	
Posts	1½	
Piling	1½	
Powder	4	
Stone, unwrought	1½	

Articles.	In cents per 100 lbs	No. car less than
Stone, crushed	1½	
Stone, rubble	1	
Sand	1	
Sash	1½	
Sawdust	1	
Sewer Pipe	1	
Salt	1½	
Slag	1	
Staves	1½	
Shooks	1½	
Soda Ash	1½	
Ties, R. R.	1½	
Tan Bark	1½	
Wood for fuel	1	
Wire	1½	
Trans-Continental freight regardless of classification	2	

Live Stock—To or from St. L. I. M. & S. Ry.:

One Animal	$4.00
Two or more	5.00
To or from Missouri Pacific, Wabash, St. Louis & San Francisco, St. Louis, Keokuk & Northwestern, one animal	$3.00
Two or more	4.00

Man in charge passed free with the stock; no return pass given.

Railway Equipment.—Standard Gauge Freight, Caboose or way car	$3.00
Baggage, mail or express	4.00
Coach or Sleeper	6.00
Locomotive and Tender	15.00
Narrow Gauge Equipment	2 5.00

Rules.

1. The National Stock Yard charge of $1.00 per car for trackage to and from industries located on the tracks of that company must be added to above rates.

2. The foregoing rates apply to and from the connecting track of the Railways named. This Company will not absorb or pay any portion of any switching charges beyond.

3. No loaded car will be received by this Company unless accompanied by regular Way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery it is to be made must be designated on Way-bill.

4. Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this Company in the city of St. Louis.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(On this Tariff is Stamped "Cancelled By. File No. 78." "Freight Tariff Files No. 77 Auditor's Office." "Received Auditor's Office Nov. 2, 1891, 40644 Interstate Commerce Commission.")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Freight Tariff No. 11.—All conflicting Rates are cancelled.

Issued March 18th, 1892.—In Effect April 1st, 1892.

Between—

East Side.—Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; East St. Louis Connecting; East St. Louis & Carondelet; Jacksonville & Southeastern; Louisville, Nashville & St. Louis; Mobile & Ohio; Ohio & Mississippi; National Stock Yards; St. Louis, Alton & Terre Haute; St. Louis, Vandalia & Terre Haute; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Terminal Railway Association; Wabash (East).

Following industries located on this Company's track:

East Side—Madison City Delivery; Standard Oil Co., Madison Car Co., Madison Elevator, Pope's Glucose Co., Stites, Gross, Heim's Brewery, Western Forge, Thorn & Hunkins, and

West Side—Missouri Pacific; St. Louis, Keokuk & Northwestern; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Union Stock Yards; Wabash (West); St. Louis Transfer Ry.

And Switches connected with the Company's tracks and Freight Yards, located at Ferry and Hall, North Market and Main, Carr & Main, Branch & Hall, Florida & Main, Eighth & Gratiot, and Stock Pens at Dickson & Collins.

Freight in Car Loads to One Consignee, See Rule 5 for Minimum.

	Cents per 100.
All Articles the bulk or nature of which requires an entire car, except as noted below	2
Ash Soda	1½
Barrels, empty	1½
Boxes, empty	1½
Bark	1½
Bran	1½
Blinds	1½
Brick	1¼
Beer Packages, empty, $3.00 per car returned.	
Cement	1½
Coke	1½
Coal, mined in Illinois	1½
Coal, anthracite	2
Coal, smithing	2
Castor Beans	1½
Cinder	1¼
Cotton, compressed, no minimum	2
Clay in Bulk	1¼
Doors	1½
Drain Tile	1¼

Articles.	Cents per 100.
Feld Spar in bulk	1½
Fertilizer	1½
Flax Seed	1½
Glucose Refuse	1½
Gravel	1¼
Granite Paving Block	1¼
Handles, wood	1½
Heading	1½
Hoop Poles	1½
Ice	1½
Iron, Axles, Band, Billets, Bar Beams, Bolts, Castings, plain, Plates, Merchants, Nuts, Nails, Pig, Pipe, Rod, Rails, Spike, Shoes, Scrap, Sheet, Ties, Wire, Wheels	1½
Sand	1¼
Sawdust	1½
Sewer Pipe	1¼
Stone, unwrought	1½
Stone, crushed	1½
Stone, rubble	1¼
Slag	1¼
Jute Butts	1½
Lath	1½
Lime	1½
Logs	1½
Lumber	1½
Marble, unwrought	1½
Malt, Sprouts	1½
Oil	1½
Oil Cake	1½
Oil Meal	1½
Ore, in bulk	1¼
Piling	1½
Posts	1½
Plaster	1½
Poles	1½
Powder, not city delivery	4

Articles.	Cents per 100.
Sash	1½
Salt	1½
Staves	1½
Shooks	1½
Shingles	1½
Soap Lye, in tank cars	1½
Ties, railway	1½
Tar	1½
Tobacco, no minimum	2
Wagon Timber in rough	1½
Wood for fuel	1¼

Grain.—Barley, Corn, Oats, Rye, Wheat, Screenings:

Between West Side Railways and East Side Elevators, viz.:

Union, Advance, East St. Louis, Valley, Crescent, Venice, Madison, Star, Kehlor, no minimum	1½
Between this Company's freight yards, St. Louis and East Side Railways, no minimum	1½
Between West Side Railways and East Side Railways, no minimum	1½

	In Cents per 100 pounds.	No Car less than
Live Stock.—To or from St. L., I. M. & S. Ry.:		
One animal		$4.00
Two or more		5.00
To or from Missouri Pacific, Wabash, St. Louis and San Francisco, St. Louis, Keokuk & Northwestern:		
One animal		3.00
Two or more		4.00

Man in charge passed free with the stock. No return pass given.

Railway Equipment.

Standard Gauge Freight, Caboose or Way Car	$3.00
Baggage, Mail or Express	4.00

	In cents per 100 pounds.	No. Car less than
Coach or Sleeper		6.00
Locomotive and Tender		15.00
Narrow Gauge Equipment	2	5.00
Trans-Continental Freight, regardless of classification	2	

Rules.

1. The National Stock Yard charge of $1.00 per car for trackage to and from industries located on the tracks of that Company must be added to above rates.

2. The foregoing rates apply to and from the connecting track of the Railways named. This Company will not absorb or pay any portion of any switching charges beyond.

3. No loaded car will be received by this Company unless accompanied by regular Way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery it is to be made must be designated on Way-bill.

4. Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this Company in the City of St. Louis.

5. *Minimum Weight.*—The minimum weight on all car load freight will be as follows, except when noted differently in Tariff:

When charged at 2c per 100 lbs.....25,000 lbs.
When charged at 1½c per 100 lbs.....30,000 lbs.
When charged for at 1¼c per 100 lbs.....36,000 lbs.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(On this Tariff is Stamped "Received Auditor's Office Mar. 25, 1892, 58370, Interstate Commerce Commission," "Freight Tariff Files No. 80 Auditor's Office," "Cancelled By I.C.C. No. 1. Amended by I.C.C. No. ——")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Freight Tariff No. 12.

Cancelling all conflicting rates.

Issued Feb. 1st, 1893.—Effective Feb. 13th, 1893.

Between—

East Side—Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; East St. Louis Connecting; East St. Louis & Carondelet; Jacksonville Southeastern; Louisville & Nashville; Louisville, Evansville & St. Louis; Mobile & Ohio; Ohio & Mississippi; National Stock Yards; St. Louis, Alton & Terre Haute; St. Louis, Vandalia & Terre Haute; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Terminal Railway Association; Wabash (East).

Following industries loaded on this Company's track: Madison City Delivery, Standard Oil Co., Madison Car Co., Madison Elevator, Shaw & Richmond, Gilson Asphaltum Co., Pope's Glucose Co., Stites, Gross, Heim's Brewery, Western Forge, Haas & Voss, P. H. Murphy Mfg. Co., and

West Side—Missouri Pacific; St. Louis, Keokuk & Northwestern; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; St. Louis Transfer Ry.; Union Stock Yards; Wabash (West).

And Switches connected with this Company's track and Freight Yards, located at:

West Side—Grand Avenue (North), Ferry and Hall, Branch and Hall, North Market and Main, Second and North Market, Florida and Main, Carr and Main, Eighth and Gratiot, Twelfth and Gratiot, Stock Pens at Dickson and Collins.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(On this Tariff is Stamped "Cancelled By. I. C. C. No. 1, Amended by I. C. C. No.——." "Received Audi-

tor's Office Feb. 9, 1893, 100903, Interstate Commerce Commission." "Freight Tariff Files No. 81, Auditor's Office.")

Freight in car loads, to one consignee, as follows:

	In Cents per 100 lbs.
Car load freight, the bulk or nature of which requires an entire car, except as noted below	2

Exceptions:	In Cents per 100 lbs.
Acid in Tanks	1½
Ash, Soda	1½
Barrels and Boxes, empty	1½
Bark	1½
Bee Hive Stuffed, crated or boxed	1½
Beer Packages, empty, returned	$3.00 per car
Blinds	1½
Bran	1½
Brick	1¼
Castor Beans	1½
Cement	1½
Clay, in bulk	1¼
Coal, Mined in Illinois	See note 1
Coal, Anthracite and Smithing	1½
Cinders	1¼
Cullett	1½
Cotton—No minimum	2
Coke	1½
Doors	1½
Drain Tile, wt. 32,000	1¼
Flaxseed	1½
Feldspar, in bulk	1½
Fertilizer	1½
Foundry Facings	1½
Glucose, refuse	1½
Grain	See note 2
Gravel	1¼
Granite Paving Blocks	1¼

Exceptions:	In Cents per 100 lbs.
Handles (wood)	1½
Heading	1½
Hoop Poles	1½
Ice	1½
Iron—merchant, band, bar, beam, sheet, plate, rod, wire, axles, chain, bolts, nuts, spikes, horse shoes, nails, rails and fastenings, cotton ties, cast wheels, plain castings, pig and scrap	1½
Jute Butts	1½
Lath	1½
Lime	1½
Logs	1½
Lumber	1½
Live Stock	See note 3
Mineral Water in tank cars	1½
Malt Sprouts	1½
Marble (Unwrought)	1½
Machinery, Old, returned to maker for repairs, Min. 25,000	1
Oil	1½
Oil Cake and Oil Meal	1½
Ore, all kinds in bulk	1¼
Piling	1½
Powder, not taken for city delivery	
Powder between connecting railroads, min. 20,000 pounds	4
Poles	1½
Posts	1½
Plaster	1½
Railway equipment	See Note 4
Sewer Pipe, min. wt. 32,000	1¼
Slag	1¼
Sash	1½
Salt	1½
Sand	1¼
Sawdust	1½
Soap Stock	1½

Exceptions:	In Cents per 100 lbs.
Stone, unwrought	1½
Stone, crushed	1½
Stone, Rubble	1¼
Staves	1½
Shooks	1½
Shingles	1½
Soap lye in tanks	1½
Tar	1½
Tripoli	1½
Transcontinental freight, no minimum (regardless of Classification	2
Tobacco, all kinds, no minimum	2
Ties, railroad	1½
Wagon Wood, in the rough	1½
Wood for fuel	1¼
Zinc Skimmings	1¼

Note 1—Coal Mined in Illinois.

Destined to the Company's yards and industries located on switches connected with its tracks in St. Louis.

Also to industries located on Wabash Railroad and St. Louis, Keokuk & Northwestern Co.'s tracks, between Carr Street and Luther Avenue.

On Missouri Pacific Railway to and East of Cheltenham on main line.

On Oak Hill line to and north of Carondelet.

On St. L., I. M. & S. R. Co. to and north of Delore Street.

On St. Louis and San Francisco Railroad to and east of Cheltenham, 1½c per cwt.

Same, destined beyond switching limits in St. Louis, to connecting lines, minimum 30,000 lbs., 1c per cwt.

Note 2—Grain.

Corn, Oats, Rye, Barley, Malt, Malt Sprouts, Flaxseed, Wheat and Screenings, no minimum.

Between connecting railroads St. Louis, and connecting railroads East Side, 1½c per cwt.

Between railroads terminating in St. Louis and Venice, Union, Advance, Star, Madison, East St. Louis, Kehlor, Crescent and Valley Elevators, 1½c per cwt.

Between this Company's yards in St. Louis, and connecting railroads East Side, 1½c per cwt.

Note 3.—Live Stock.

Between St. Louis, Iron Mountain & Southern Railway and connecting Railroads, East Side and National Stock Yards:

One Animal, $4.00.

Two or more Animals, $5.00.

Between Missouri Pacific, Wabash, St. Louis and San Francisco, Union Yards, St. Louis, Keokuk & Northwestern and connecting railroads East Side and National Yards:

One Animal, $3.00.

Two or more Animals, $4.00.

Man in charge of stock pass free. No return pass given.

Note 4.—Railway Equipment.

	Per car.
Freight, Caboose or way Car, standard gauge	$3.00
Baggage, Mail or Express, standard gauge	4.00
Coach or Sleeper, standard gauge	6.00
Locomotive and Tender, standard gauge	15.00

Narrow gauge equipment (all kinds), 2c per cwt.

Rules.

1. The National Stock Yards charge of $1.00 per car for trackage to and from industries located on the tracks of that Company must be added to above rates.

2. The foregoing rates apply to and from the connecting track of the Railways named. This Company will not absorb or pay any portion of any switching charges beyond.

3. No loaded car will be received by this Company unless accompanied by regular Way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on way-bill.

4. Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this Company in the City of St. Louis.

5. Minimum Weight—The Minimum weight on all car load freight will be as follows, except when noted differently in Tariff:

When charged at 2c per 100 lbs., 25,000 lbs.
When charged at 1½c per 100 lbs., 30,000 lbs.
When charged at 1¼c per 100 lbs., 36,000 lbs.

Freight in quantities less than carload between Chicago & Alton; Cleveland, Cincinati, Chicago & St. Louis; Chicago, Burlington & Quincy; Jacksonville Southeastern; Louisville & Nashville; Louisville, Evansville & St. Louis; Mobile & Ohio; Ohio & Mississippi; St. Louis, Alton and Terre Haute; St. Louis, Vandalia & Terre Haute; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Wabash (East).

And following railways terminating on West Side:

Missouri Pacific; St. Louis, Keokuk & Northwestern; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Wabash (West).

Articles not enumerated below, 2 cents per 100 pounds.

Note 1—The minimum charge will be $2.00 per car to or from St. Louis, Iron Mountain & Southern Ry. Where there is more than one consignment in a car, the minimum charge will be apportioned.

Note 2.—No car must contain freight for more than one railway.

Between above mentioned East Side Railways and Company's warehouse located at Main and Biddle St., St. Louis.

Articles not enumerated below 2 cents per 100 pounds.

Exceptions—	In cents per 100 lbs.
Agricultural Implements	5
Agricultural Implements and Machinery, old, returned to maker for repairs	2½
Acid	10
Barrels, Boxes and Egg Cases	5
Barrels, Boxes and Egg Cases, returned to shipper	2½
Baskets	10
Bed Springs	5
Bird Cages	10
Bird Cages, tops taken off and bottoms nested, boxed	2
Blinds	5
Buggies	10
Cans, Empty	10
Cans, empty returned to shipper	5
Carriages	10
Carboys, Empty	5
Chairs	5
Demijohn, Empty	10
Doors	5
Drums, empty	5
Fanning Mills	10
Feathers	10
Furniture and household goods	5
Furs	5
Hides, Green	2½
Hides, Dry	5
Household Goods	5
Iron Safes	5
Musical Instruments	5
Pianos and Organs—boxed	5
Rags, Pressed in Bales	2½
Sash	5
Show Cases, Boxed	5
Sieves in Bundles	10
Sieves K. D. Boxed	2

Exceptions:	In cents per 100 lbs.
Sewing Machines, set up	5
Stoves	5
Stove Pipe	5
Sleighs and Wagons	5
Tubs and Pails	5
Woodenware	5
Woodenware, Nested and Boxed	2½
Wire Spring	5
Wire Mattresses	5
Willowware	10

The minimum charge for any one consignment will be 100 pounds at Tariff rate, but no charge less than 5 cents.

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Tariff No. 6.

In effect Friday, September 18th, 1891.

To Company's Freight Warehouse, Main and Biddle Streets, St. Louis, Mo.

From the following railways with which it connects in East St. Louis, Madison, Venice and Brooklyn:

Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Wabash; St. Louis, Vandalia & Terre Haute; Louisville, Evansville & St. Louis; St. Louis, Alton & Terre Haute; St. Louis & Eastern; Jacksonville Southeastern; Toledo, St. Louis & Kansas City; Ohio & Mississippi; Chicago, Burlington & Quincy; Louisville & Nashville; Mobile & Ohio.

Freight in quantities less than car loads, or that is usually received or delivered through warehouse:

	Per 100 lbs.	No Lot less than
Barrels (Empty), Boxes (Empty), Baskets, Bed Springs (Set up), Bird Cages, Carriages (set up), Cans (empty), Chair (set up), Demijohns, Furniture (set up), Fan mills (set up), Feathers, Household Goods, Sieves, Sleighs (Children's set up) Sewing Machines (set up), Willow Ware, Wagons (Children's set up)	4	10
All other Freight	2	5

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(On this Tariff is stamped "Received Auditor's Office Sept. 18, 1891, 34743 Interstate Commerce Commission." "Cancelled By. I. C. C. No. 1. Amended By. I. C. C. No. ——." "Freight Tariff Files No. 76, Auditor's Office.")

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Tariff No. 5.

In effect Friday, September 18th, 1891.

Between St. Louis Freight Yards, located at Ferry and Hall, Branch and Hall, Second and North Market, Florida and Main, Carr and Main, Eighth and Gratiot, Union Stock Yards and Switches connected with Merchants Terminal, and the following railways with which it connects in East St. Louis, Madison, Venice and Brooklyn: Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; Wabash; St. Louis & Eastern; Jacksonville & Southeastern; St. Louis, Alton & Terre Haute; East St. Louis Connecting; National Stock Yards; Toledo. St. Louis & Kansas City; St. Louis, Vandalia & Terre

Haute; Ohio and Mississippi; Louisville & Nashville; Louisville, Evansville & St Louis; Mobile & Ohio; Terminal Association; East St. Louis & Carondelet.

And industries located on Venice & Carondelet Belt and Electric City & Illinois Railways: Madison Car Co., Pope's Glucose Works, Heim's, Stites, River Rendering Works, Madison Elevator, Standard Oil Co., Western Forge, Thorn & Hunkins, and all industries located on National Stock Yards Track.

Freight in Car Loads.	Per 100 lbs.	minimum per car.
Brick, Barytes, Coal, Coke, Cullet Clay, Drain Tile, Gravel, Ice, Logs, Manure, Ore, (Iron or Zinc), Pig Iron, Sawdust, Sewer Pipe, Slag, Stone (Rubble), Sand, Scrap Iron	1	3.00
All other Freight	1½	3.50

Neither Powder nor High explosives taken for City Delivery.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

ST. LOUIS MERCHANTS BRIDGE TERMINAL.

Through Freight Tariff No. 8.—All Conflicting Rates are Cancelled.

Issued October 22, 1891.—In effect November 4, 1891.

Between following Railways terminating on East Side: Chicago & Alton; Cleveland, Cincinnati, Chicago & St. Louis; Chicago, Burlington & Quincy; East St. Louis Connecting; East St. Louis & Carondelet; Jacksonville Southeastern; Louisville & Nashville; Louisville, Evansville & St. Louis; Mobile & Ohio; Ohio & Mississippi; St. Louis, Alton & Terre Haute; St. Louis, Vandalia & Terre Haute; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Terminal Railway Association; Wabash (East); National Stock Yards, and following railways on West Side: St. Louis,

Keokuk & Northwestern; St. Louis & San Fransisco; Wabash (West); St. Louis, Iron Mountain & Southern; Missouri Pacific.

Elevators on East Side are: Union, Advance, East St. Louis, Valley, Crescent, Venice, Madison, Star, Kehlor.

Elevators on West Side are: Farmers, Merchants, St. Louis, Central A.

Freight in Car Loads to One Consignee as follows:

	In cents per 100 lbs.	No car less than.
Articles the bulk or nature of which require an entire car except as noted below	2	$5 00
Other articles except as noted below	2	4 00

Articles—	In cents per 100 lbs.	No car less than.
Asphaltum	1½	....
Brick	1	....
Blinds	1½	....
Bones	1½	....
Bran	1½	....
Beer packages, empty returned	...	3 00
Coke	1½	....
Clay	1	....
Cement	1½	....
Cotton Compressed	2	....
Coal, Anthracite	1½	....
Coal, Indiana	1¼	....
Coal, Illinois	1¼	....
Coal, Smithing	1½	....
Cinder	1	....
Cooperage	1½	4 00
Doors	1½	....
Grain, between East Side Railways and West Side Railways	1½	....

Articles—	In cents per 100 lbs.	No car less than.
Grain, between East Side Railways and West Side Elevators	1½	....
Grain, between West Side Elevators and East Side Railways	1½	....
Granite Paving Blocks	1	....
Gravel	1	....
Hay	1½	4 00
Heading	1½	....
Ice	1¼	....
Iron, all kinds, manufactured	1½	....
Iron—Scrap, pig, cast	1½	....
Lumber	1½	....
Lath	1½	....
Logs	1½	....
Lime	1½	....
Marble, unwrought	1½	....
Meal, all kinds	1½	....
Oil	1½	....
Ore, Zinc, Iron	1	....
Posts	1½	....
Piling	1½	....
Powder	4	....
Stone, unwrought	1½	....
Stone, Crushed	1½	....
Stone, Rubble	1	....
Sand	1	....
Sash	1½	....
Sawdust	1	....
Sewer Pipe	1¼	....
Salt	1½	....
Slag	1	....
Staves	1½	....
Shooks	1½	....
Soda Ash	1½	....
Ties, R. R.	1½	....
Tan Bark	1½	....
Wood, for fuel	1	....

Articles—	In cents per 100 lbs.	No car less than.
Wire	1½	....
Transcontinental freight regardless of classification	2	....

Live Stock—To or from St. L., I. M. & S. Ry.

One animol	$4 00
Two or more	5 00

To or from Missouri Pacific, Wabash, St. Louis & San Francisco, St. Louis, Keokuk & Northwestern.

One animal	$3 00
Two or more	4 00

Man in charge passed free with the stock. No return pass given.

Railway Equipment—Standard Gauge Freight.

Caboose or Way Car	$3 00
Baggage, Mail or Express	4 00
Coach or Sleeper	6 00
Locomotive and Tender	15 00
Narrow Gauge Equipment	5 00

Rules.

1. The National Stock Yards charge of $1.00 per car for trackage to and from industries located on the tracks of that Company must be added to above rates.

2. The foregoing rates apply to and from the connecting track of the Railways named. This Company will not absorb or pay any portion of any switching charges beyond.

3. No loaded car will be received by this Company unless accompanied by regular Way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on Way-bill.

4. Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this company in the City of St. Louis.

H. W. Gays,
General Manager,
St. Louis, Mo.

P. M. Hanson,
General Agent,
St. Louis, Mo.

(At the top of this Freight Tariff is written: "Corrected." Also opposite Sewer Pipe the rate has been changed from "1" to "1¼" and the words "Corrected Nov. 5, '91" written there. There is also stamped and written on the sheet "Freight Tariff Files No. 78 Auditor's Office," "Auditor's Office" Interstate Commerce Commission, 41559, Received Nov. 9, 1891." "Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——.")

Complainant's Exhibit No. 33.

INTERSTATE COMMERCE COMMISSION, WASHINGTON.

Secretary's Office.

I, Edward A. Moseley, Secretary of the Interstate Commerce Commission, do hereby certify that the documents hereto attached, to-wit:

Wiggins Ferry Company, East St. Louis Connecting Railway, St. Louis Transfer Railway Tariffs Nos. 5, in effect March 10, 1891; 6, in effect November 4th, 1891; 7, in effect April 1st, 1892, and 8, in effect January 10th, 1893,

Are a part of the records of said Interstate Commerce Commission, having been filed with said Commission by the proper traffic official for the said Wiggins Ferry Company, East St. Louis Connecting Railway and St. Louis Transfer Railway on dates shown by date of receipt stamps on each of said schedules, and that said schedules have been continuously on file with said Commission from date of filing to date hereof.

In Witness Whereof I have hereunto set my hand and affixed the Seal of said Commission, this 27th day of June, A. D. 1906.

Edw. A. Moseley,
Secretary of the Interstate Commerce Commission.

See Map on Page 4.

Wiggins Ferry Co., East St. Louis Connecting Railway, St. Louis Transfer Railway.

TARIFF NO. 5.

In effect Tuesday, March 10, 1891. (All conflicting rates are cancelled.)

For Car Transfer—Between Connecting Railroads, Industries and Elevators in East St. Louis and Connecting Railroads, Industries, Freight Yards and Elevators designated in St. Louis.

Lighterage—At Car Transfer Rates between Connecting Railroads, Freight Yards, Industries, etc., St. Louis and East St. Louis, and Boats and Barges landing south of Mound Street, and north of Carroll Street, in the Harbor of St. Louis.

Switching—East St. Louis Connecting Railway (and leased lines, performs switching service between all Connecting Railroads and Industries and Elevators designated in East St. Louis.

Switching—St. Louis Transfer Railway performs switching service between all Connecting Railroads and Industries, and Yards located on its line in St. Louis.

East St. Louis.

Connecting Railroads—Toledo, St. Louis and Kansas City; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Ohio & Mississippi; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; St. Louis, Alton & Terre Haute (Cairo Short Line); Mobile & Ohio; Cleveland, Chicago, Cincinnati & St. Louis (Big 4); Louisville, Evansville & St. Louis; Jacksonville Southeastern; Terminal Association (Eads Bridge); Merchants' Terminal; East St. Louis & Carondelet (Conlogue); National Stock Yards.

Elevators—Venice; Union; Advance; East St. Louis; Valley ; Star; Crescent.

Industries—Dock and Warehouse; Exporter's Warehouse; Tudor Iron Works; Western Forge Co.; Heim

Brewing Co.; Thorn and Hunkins; Pope's Glucose Works; Kehlor Mills; Consumers' Coal Co.; East St. Louis Compress; East St. Louis Water Works.

ST. LOUIS.

Connecting Railroads—Wabash Western; St. Louis, Keokuk & Northwestern; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Merchants' Terminal.

Freight Yards—Grand Ave., Bremen Ave., North Market St., Mound St., Chouteau Ave., Miller St., Carroll St., Lesperance St., Barton St., Anna St., Dorcas St.

Elevators—Merchants, St. Louis, Central "B."

Industries—Union Stock Yards, Union Warehouse, McPheeter's Warehouse, Victoria Mills, Jas. Meagher & Co.'s Packing House, M. Hollahan, L. Methudy, Graham Paper Co., Brooklyn St. Warehouse, Schulenburg & Boeckler Lumber Co., Jos. Hafner, Huttig Sash & Door Co., Scofield, Schurmer & Teagle Oil Co., McDonald's Forge, Ehret-Warren Mfg. Co., M. W. Warren, Wm. Richards & Co., Hy. Mueller & Co., St. Louis Cotton Compress; Lloyd G. Harris Mfg. Co., Geo. S. Mepham & Klein.

Shortest line across the river; improved facilities; prompt service.

Wm. Ross,
Agent, East St. Louis,
Telephone No. 5063.

T. P. Liston,
Agt., Mound St., St. Louis.
Telephone No. 3323.

H. W. Christy,
Agent, Miller St., St. Louis.
Telephone No. 2153.

W. S. Hodges,
Gen'l Freight Agent.

R. N. Bothner,
Gen'l Agent.

W. T. Hickman,
Contracting Agt.

C. H. Sharman,
Manager.

General Offices, Republic Building, St. Louis, Mo. Telephone No. 1636.

See Map on Page 4.

WIGGINS FERRY COMPANY.

Tariff No. 5.

Between St. Louis and East St. Louis.

	Cents per 100.	No Car Less than
All Car Load Freight—The bulk or nature of which requires an entire car, except as noted below	2	$5 00
Exceptions.		
Bones, Bran, Coke, Cotton (Compressed).		
Iron—Car wheels, Car Axles, Fence Wire, Horse Shoes, Axles, Bar, Bundle, Plate, Rods, Nuts, Bolts, Nails, Spikes, Malleable Castings, Lumber, Logs, Lath, Shingles, Sash, Doors and Blinds, Shooks, Staves, Headings, Ties, Fence Posts, Piling, Bark, Oil in Tank Cars, Oil Cake and Meal, Soda Ash	1½	4 50
Barrels and Boxes (Empty), Cement, Granite, Marble, Stone (unwrought). Iron—Cast, Pipe, Pig, Rails and Fastenings, Lime, Plaster, Whiting, Salt	1½	4 00
Coal—Mined in Indiana or Illinois	1½	4 00
Barytes, Brick, Bottles (empty in bulk), Clay, Drain Tile, Gravel, Glass (Broken), Iron Ore, Scrap and Junk, Ice, Manure, Sand, Earth, Slag, Sewer Pipe, Saw Dust, Wood for Fuel, Zinc Ore	1¼	4 00
Powder—Between Connecting roads, city delivery not taken	4	
Live Stock		5 00
Grain—Track or Elevator receipt or delivery, and between connecting lines	1½	

	Cents per 100.	No Car Less than
Railway Equipment—Standard Gauge—		
Box, Stock, Flat, Coal or Caboose cars		3 00
Baggage or Mail cars		4 00
Passenger or Sleeper		6 00
Locomotive and Tender		15 00
Narrow Gauge—		
Loaded on Standard Gauge Flats, Box, Stock, Flat, Coal or Caboose cars	2	5 00
Baggage, Mail, Passenger or Sleeper	2	5 00
Locomotive and Tender	2	10 00
Less than Car Load.		
City Delivery—One consignee to car—		
Merchandise	2½	3 00
Light and Bulky Articles	5	3 00
Between Connecting Railroads—one or more consignees to car—Merchandise	2½	3 00
Light and Bulky Articles	5	3 00

No charge less than 5 cents. When minimum charge is used, same will be apportioned on weight of each consignment in car.

Cattle, Horses and Mules—Between Connecting Railroads—		
One Animal		2 00
Two Animals		3 00
Three Animals		4 00

Note 1.—Car load freight for track delivery will be delivered to consignee on track, in same condition as received, but no liability will be admitted for deficiency in quantity, or damage from any cause; nor will this Company be responsible for contents of car after same has been duly delivered to and opened by Consignee.

Note 2.—Car load freight must be unloaded within 48 hours after placing, or rules of St. Louis Car Service Association will be applied.

See Map on Page 4.

EAST ST. LOUIS CONNECTING RAILWAY.

Switching Between All Connecting Railroads, East St. Louis and

All Connecting Railroads—$1.00 per car, $.200 per coach, $3.00 per locomotive.

East St. Louis Water Works—½c per 100 lbs. No car less than $2.00.

East St. Louis Compress Co.—1c per 100 lbs. No minimum.

Consumers' Coal Co.—4-10c per 100 lbs. No car less than $1.25.

Dock and Warehouse—4-10c per 100 lbs. No car less than $1.25.

Kehlor Mills—4-10c per 100 lbs. No car less than $1.25.

Crescent Elevator—4-10c per 100 lbs. No car less than $1.25.

Union Elevator—4-10c per 100 lbs. No car less than $1.25.

East St. Louis Elevator—4-10c per 100 lbs. No car less than $1.25.

Advance Elevator—4-10c per 100 lbs. No car less than $1.25.

Valley Elevator—4-10c per 100 lbs. No car less than $1.25.

Star Elevator (includes L. E. & St. L. Trackage)—6-10c per 100 lbs. No car less than $2.00.

Bridge Air Compressor—4-10c per 100 lbs. No car less than $1.25.

Tudor Iron Works—4-10c per 100 lbs. No car less than $1.25.

Chas. Pope Glucose Co.—4-10c per 100 lbs. No car less than $1.25.

Brooklyn Rendering Co.—4-10c per 100 lbs. No car less than $1.25.

National Stock Yards—4-10c per 100 lbs. No car less than $1.25.

East St. Louis Packing Co.—4-10c per 100 lbs. No car less than $1.25.

Whittaker's Packing House—4-10c per 100 lbs. No car less than $1.25.

Empire Carbon Works—4-10c per 100 lbs. No car less than $1.25.

Gross' Park Switch—6-10c per 100 lbs. No car less than $2.00.

Western Forge and Rolling Mill—6-10c per 100 lbs. No car less than $2.00.

Heim Brewing Co.—6-10c per 100 lbs. No car less than $2.00.

Thorn & Hunkins—6-10c per 100 lbs. No car less than $2.00.

Stites' Switch—6-10c per 100 lbs. No car less than $2.00.

Collinsville Avenue—$3.00 per car.

Broadway—$3.00 per car.

St. Clair Avenue—$3.00 per car.

Tenth Street—$3.00 per car.

St. Louis Transfer Railway Switching Between all Switches North of Mound Street and

Wabash Western Ry.—$2.00 per car.

Merchants Bridge—$2.00 per car.

St. L., K. & N. W. Ry.—$2.00 per car.

St. L., I. M. & S. Ry.—$3.00 per car.

Missouri Pacific Ry.—$3.00 per car.

St. L. & S. F. Ry.—$3.00 per car.

All Switches South of Chouteau Avenue—$3.00 per car.

Between All Switches South of Chouteau Avenue and

St. L., I. M. & S. Ry.—$2.00.

Missouri Pacific Ry.—$2.00 per car.

St. L. & S. F. Ry.—$2.00 per car.

Wabash Western Ry.—$3.00 per car.

St. L., K. & N. W. Ry.—$3.00 per car.

Merchants Bridge—$3.00 per car.

All Switches North of Mound Street—$3.00 per car.

Note 1—No charge on empty cars, hauled loaded one way.

Note 2—We do not accept charges on cars from Connecting Railroads handled for switching revenue only.

Note 3—All orders for empty cars should be placed through our agents.

(On this schedule is stamped and written: "Freight Tariff Files No. 1, Auditor's Office." "File No. 2, Cancelled by I. C. C. No. 1. Amended by I. C. C. No. ——." "Auditor's Office Interstate Commerce Commission. 8328. Received Mar. 6, 1891.")

(On the back is printed a "Map of rail lines owned and operated by Wigins Ferry Co., consisting of The St. Louis Transfer Ry., East St. Louis Conn. Ry., Venice & Carondelet Ry.")

See Map on Page 6.

Wiggins Ferry Co., East St. Louis Connecting Ry., St. Louis Transfer Ry.

TARIFF NO. 6.

In effect Wednesday, November 4th, 1891—Issued October 22d, 1891. (All conflicting rates are cancelled.)

For Car Transfer—Between Connecting Railroads, Industries and Elevators in East St. Louis, and Connecting Railroads, Industries, Freight Yards and Elevators designated in St. Louis.

Lighterage—At Local Car Transfer Rates between Connecting Railroads, Freight Yards, Industries, etc., St. Louis and East St. Louis, and Boats and Barges Landing South of Mound Street, and North of Carroll Street, in the Harbor of St. Louis.

Switching—East St. Louis Connecting Railway (and leased lines) performs switching service between all Connecting Railroads and Industries, and Elevators designated in East St. Louis.

East St. Louis.

Connecting Railroads—Toledo, St. Louis and Kansas City; Wabash; Chicago, Burlington & Quincy; Chi-

cago & Alton; Ohio & Mississippi; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; St. Louis, Alton & Terre Haute (Cairo Short Line); Mobile & Ohio; Cleveland, Chicago, Cincinnati & St. Louis (Big 4); Louisville, Evansville & St. Louis; Jacksonville Southeastern; Terminal Association (Eads Bridge); Merchants Terminal; East St. Louis & Carondelet (Conlogue); National Stock Yards; St. Louis & Eastern.

Elevators—Venice; Union; Advance; East St. Louis; Valley; Star; Crescent; Kehlor's.

Industries—Dock and Warehouse; Exporter's Warehouse; Tudor Iron Works; Western Forge Co.; Heim Brewing Co.; Thorn & Hunkins; Pope's Glucose Works; Kehlor Mills; East St. Louis Compress; East St. Louis Water Works.

St. Louis.

Connecting Railroads—Wabash Western; St. Louis, Keokuk & Northwestern; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Merchants Terminal.

Freight Yards—Grand Ave.; Bremen Ave.; North Market St.; Mound St.; Chouteau Ave.; Miller St.; Carroll St.; Lesperance St.; Barton St.; Anna St.; Dorcas St.

Elevators—Merchants; St. Louis; Central "B"; Farmers.

Industries—Union Stock Yards; McPheeter's Warehouse; Victoria Mills; Jas. Meagher & Co.'s Packing House; Graham Paper Co.; Brooklyn St. Warehouse; Schulenburg & Boeckler Lumber Co.; Jos. Hafner; Huttig Sash & Door Co.; Scofield, Schurmer & Teagle Oil Co.; McDonald's Forge; Ehret-Warren Mfg. Co.; St. Louis Cotton Compress; Lloyd G. Harris Mfg. Co.; Geo. S. Mepham & Klein.

Shortest line across the river—improved facilities—prompt service.

Wm. Ross, Agent, East St. Louis. Telephone No. 5063.

H. W. Christy, Agent. Miller St., St. Louis. Telephone No. 2153.

R. N. Bothner, Gen'l. Agent.

C. H. Sharman, Manager.

T. P. Liston, Agent, Mound St., St. Louis. Telephone No. 3323.

F. B. Aglar, Commercial Agent.

W. T. Hickman, Contracting Agent.

W. S. Hodges, Gen'l. Freight Agent.

General Offices, Republic Building, St. Louis, Mo. Telephone No. 1636.

See Map on Page 6.

Through Freight Between Connecting Railroads, East St. Louis and Connecting Railroads, St. Louis.

Freight in car loads to one consignee.

	Cents per 100 lbs.	No car less than.
Car Load Freight, the bulk or nature of which requires an entire car, except as noted below	2	$5 00
Other Car Load Freight, except as noted below	2	4 00
Exceptions:		
Asphaltum	1½	....
Brick	1	....
Blinds	1½	....
Bones	1½	....
Bran	1½	....
Beer Packages, empty, returned, per car	...	3 00
Coke	1½	....
Clay	1	....
Cement	1½	....
Cotton, compressed	2	....
Coal, Anthracite	1½	....

	Cents per 100 lbs.	No car less than.
Coal, Smithing	1½	....
Coal Mined in Illinois and Indiana	1¼	....
Cinders	1	....
Cooperage	1½	4 00
Doors	1½	....
Grain, between East and West Side Rys.	1½	....
Grain, between E. St. Louis Elevators and East Side Rys.	1½	....
Grain, between West Side Elevators and East Side Rys.	1½	....
Granite Paving Blocks	1	....
Gravel	1	....
Hay	1½	4 00
Headings	1½	....
Ice	1¼	....
Iron, all kinds, manufactured	1½	....
Iron, Pig, Cast and Scrap	1½	....
Lumber	1½	....
Lath	1½	....
Logs	1½	....
Lime	1½	....
Marble, unwrought	1½	....
Meal, all kinds	1½	....
Oil	1½	....
Ore, all kinds	1	....
Posts	1½	....
Piling	1½	....
Powder	4	....
Stone, unwrought	1½	....
Stone, crushed	1½	....
Stone, Rubble	1	....
Sawdust	1	....
Sand	1	....
Sash	1½	....
Salt	1½	....
Slag	1	....
Sewer Pipe	1¼	....

	Cents per 100 lbs.	No car less than.
Staves	1½	....
Shooks	1½	....
Soda Ash	1½	....
Ties, R. R.	1½	....
Tan Bark	1½	....
Wood (for fuel)	1	....
Wire	1½	....

Live Stock—Between St. L. K. & N. W. and Wabash West and Connecting Railroads, E. St. Louis.

One animal	$3 00
Two or more animals	4 00

Railway Equipment—Standard gauge.

Freight, Caboose or Way Car	$3 00
Baggage, Mail or Express	4 00
Coach or Sleeper	6 00
Locomotive and Tender	15 00
Narrow Gauge—all kinds	2 5 00

Transcontinental Freight—regardless of classification	2	....

Note 1. The National Stock Yards' charge of $1.00 per car for trackage on business to and from industries located on their tracks, must be added to above rates.

Note 2. The foregoing rates apply to and from connecting tracks with Railroads named. This Company will not absorb or pay any portion of any switching charges beyond.

Note 3. No loaded car will be received by this Company unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery the freight yard or switch at which delivery is to be made must be designated on way-bill.

See Map on Page 6.

Local Freight—Between Industries and Co.'s Freight Yards, St. Louis, and Connecting Railroads, Industries and Co.'s Freight Yards, East St. Louis.

Local Freight—Between Industries and Co.'s Freight Yards, East St. Louis, and Connecting Railroads, Industries and Co.'s Freight Yards, St. Louis.

Freight in Car Loads to one Consumer.

	Cents per 100	No Car less than
Car Load Freight—The bulk or nature of which requires an entire car, except as noted below	2	$5 00
Other Car Load Freight—Except as noted below	2	4 00
Exceptions—		
Asphaltum	1½	4 00
Brick	1¼	4 00
Blinds	1½	4 00
Bran	1½	4 00
Beer Packages, empty, returned, per car		3 00
Coke	1½	4 00
Cement	1½	4 00
Coal, Smithing	1½	4 00
Coal, Indiana and Illinois	1½	4 00
Cinders	1¼	4 00
Doors	1½	4 00
Grain (Wheat, Corn, Oats, Rye and Barley)	1½	4 00
Gravel	1¼	4 00
Heading	1½	4 00
Ice	1½	4 00
Iron, all kinds, manufactured	1½	4 00
Iron, Pig, Cast and Scrap	1½	4 00
Jute Butts	1½	4 00
Lumber	1½	4 00
Lath	1½	4 00
Logs	1½	4 00
Lime	1½	4 00
Marble, unwrought	1½	4 00
Meal, all kinds	1½	4.00

	Cents per 100 lbs.	No car less than.
Oil	1½	4.00
Posts	1½	4.00
Piling	1½	4.00
Powder (not taken)		
Stone, unwrought	1½	4.00
Stone, crushed	1½	4.00
Stone, rubble	1¼	4.00
Sawdust	1¼	4.00
Sand	1¼	4.00
Sash	1½	4.00
Salt	1½	4.00
Staves	1½	4.00
Shooks	1½	4.00
Soda Ash	1½	4.00
Tan Bark	1½	4.00
Tar	1½	4.00
Wood (for fuel)	1¼	4.00
Wire	1½	4.00
Live Stock. One animal, per car		3.00
Two or more animals, per car		4.00
Trans-Continental Freight. Regardless of classification	2	

Note 1. The National Stock Yards' charge of $1.00 per car for trackage on business to and from industries located on their tracks, must be added to above rates.

Note 2. The foregoing rates apply to and from connecting tracks with Railroads named. This Company will not absorb or pay any portion of any switching charges beyond.

Note 3. No loaded car will be received by this Company unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery the freight yard or switch at which delivery is to be made must be designated on way-bill.

Note 4. Rules of the St. Louis Car Service Association will be enforced on Car Load Freight delivered on tracks of this Company in the City of St. Louis.

(On the back of this Tariff is printed a "Map of rail lines owned and operated by Wiggins Ferry Co., consisting of The St. Louis Transfer Ry., East St. Louis Conn. Ry., Venice & Carondelet Ry.")

(On this Tariff is stamped and written: "Freight Tariff Files No. 2 Auditor's Office" "Cancelled by File No. 3" "Auditor's Office Interstate Commerce Commission 40481 Received Nov. 2, 1891.")

See Map on Page 4.

Wiggins Ferry Co., East St. Louis Connecting R'y., St. Louis Transfer R'y.

TARIFF NO. 7.

In Effect April 1st, 1892.—Issued March 18th, 1892 (All conflicting rates are cancelled.)

For Car Transfer—Between Connecting Railroads, Industries and Elevators in East St. Louis, and Connecting Railroads, Industries, Freight Yards and Elevators designated in St. Louis.

Litherage—At Local Car Transfer Rates between Connecting Railroads, Freight Yards, Industries, etc., St. Louis and East St. Louis and Boats and Barges landing south of Mound Street, and north of Carroll Street, in the Harbor of St. Louis.

Switching—East St. Louis Connecting Railway (and leased lines) performs switching service between all Connecting Railroads and Industries, and elevators designated in East St. Louis.

Switching—St. Louis Transfer Railway and Wiggins Ferry Co. performs switching service between all Connecting Railroads and Industries, and Yards located on its lines in St. Louis.

East St. Louis.

Connecting Railroads—Toledo, St. Louis & Kansas City; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Ohio & Mississippi; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; St. Louis, Alton &

Terre Haute (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big 4); Louisville, Evansville & St. Louis; Jacksonville Southeastern; Terminal Association (Eads Bridge); Merchants' Terminal; East St. Louis & Carondelet (Conlogue); National Stock Yards; St. Louis & Eastern.

Elevators—Venice, Union, Advance, East St. Louis, Valley, Star, Crescent, Kehlor's.

Industries—Dock and Warehouse; Exporters' Warehouse; Tudor Iron Works; Western Forge Co.; Heim Brewing Co.; Thorn & Hunkins; Pope's Glucose Works; Kehlor Mills; East St. Louis Compress; East St. Louis Water Works; East St. Louis Ice & Cold Storage Co.

St. Louis.

Connecting Railroads—Wabash Western; St. Louis, Keokuk & Northwestern; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Merchants' Terminal.

Freight Yards—Grand Ave.; Bremen Ave.; North Market St.; Mound St.; Chouteau Ave.; Miller St.; Carroll St.; Lesperance St.; Barton St.; Anna St.; Dorcas St.

Industries—Union Stock Yards; McPheeter's Warehouse; Victoria Mills; Jas. Meagher & Co.'s Packing House; Graham Paper Co.; Brooklyn St. Warehouse; Schulenburg & Boeckler Lumber Co.; Jos. Hafner; Huttig Sash & Door Co.; Schofield, Schurmer & Teagle Oil Co.; McDonald's Forge; Ehret-Warren Mfg. Co.; St. Louis Cotton Compress; Lloyd G. Harris Mfg. Co.; Geo. S. Mepham & Klein.

Shortest Line Across the River—Improved Facilities—Prompt Service.

T. P. Liston, Agent, East St. Louis. Telephone No. 5063.

H. W. Christy, Agent, Miller St., St. Louis. Telephone No. 2153.

W. T. Hickman, Contracting Agent.

Agent, Mound St., St. Louis. Telephone No. 3323.

R. N. Bothner, Gen'l. Agent.
C. H. Sharman, Manager.
W. S. Hodges, Gen'l. Frt. Agent. Telephone No. 1636.
General Offices, Repblic Building, St. Louis, Mo.
See Map on Page 6.

EAST ST. LOUIS CONNECTING R'Y.

Switching Between all Connecting Railroads East St. Louis, and

All Connecting Railroads—$1.50 per car, $2.00 per coach, $3.00 per locomotive.
East St. Louis Water Works—½c per 100 lbs. No car less than $2.00.
East St. Louis Compress Co.—1c per 100 lbs. No minimum.
East St. Louis Ice & Cold Storage Co.—½c per 100 lbs. No car less than $1.50.
Exporters' Warehouse—½c per 100 lbs. No car less than $1.50.
Dock and Warehouse—½c per 100 lbs. No car less than $1.50.
Interstate Warehouse—½c per 100 lbs. No car less than $1.50.
Kehlor Mills—½c per 100 lbs. No car less than $1.50.
Crescent Elevator—½c per 100 lbs. No car less than $1.50.
Union Elevator—½c per 100 lbs. No car less than $1.50.
East St. Louis Elevator—½c per 100 lbs. No car less than $1.50.
Advance Elevator—½c per 100 lbs. No car less than $1.50.
Valley Elevator—½c per 100 lbs. No car less than $1.50.
Star Elevator (add L. E. & St. L. Trackage $1.00 per car)—½c per 100 lbs. No car less than $1.50.

Bridge Air Compressor—½c per 100 lbs. No car less than $1.50.

Tudor Iron Works—½c per 100 lbs. No car less than $1.50.

Chas. Pope Glucose Works—½c per 100 lbs. No car less than $1.50.

National Stock Yards—½c per 100 lbs. No car less than $1.50.

East St. Louis Packing Co.—½c per 100 lbs. No car less than $1.50.

Whittaker's Packing House—½c per 100 lbs. No car less than $1.50.

Empire Carbon Works—½c per 100 lbs. No car less than $1.50.

Gross' Park Switch—½c per 100 lbs. No car less than $1.50.

Western Forge & Rolling Mill—½c per 100 lbs. No car less than $1.50.

Heim's Brewing Co.—½c per 100 lbs. No car less than $1.50.

Thorn & Hunkins—½c per 100 lbs. No car less than $1.50.

Stites' Switch—½c per 100 lbs. No car less than $1.50.

St. Louis Transfer Railway and Wiggins Ferry Co., Switching. Between all Switches North of Mound Street.

Wabash Western R'y.—$2.00 per car.
Merchants' Bridge—$2.00 per car.
St. L. K. & N. W. Ry.—$2.00 per car.
St. L. I. M. & S. Ry.—$3.00 per car.
Missouri Pacific Ry.—$3.00 per car.
St. L. & S. F. Ry.—$3.00 per car.

All Switches South of Chouteau Avenue—$3.00 per car.

Between all Switches South of Choutcau Avenue and

St. L. I. M. & So. Ry.—$2.00 per car.
Missouri Pacific Ry.—$2.00 per car.

St. L. & S. F. Ry.—$2.00 per car.
Wabash Western Ry.—$3.00 per car.
St. L. K. & N. W. Ry.—$3.00 per car.
Merchants' Bridge—$3.00 per car.
All Switches North of Mound Street—$3.00 per car.

Note. No charge on empty cars, hauled loaded one way.

Note 2. We do not accept charges on cars from Connecting Railroads handled for switching revenue only.

Note 3. All orders for empty cars should be placed through our agents.

See Map on Page 4.

Between Connecting Railroads, Co.'s Freight Yards and Industries St. Louis, and Connecting Railroads, Elevators and Industries East St. Louis.

Freight in Car Loads to One Consignee.

	Cents Per 100.
Car Load Freight—The bulk or nature of which requires an entire car, except as noted below	2
Exceptions—	
Ash Soda	1½
Barrels and Boxes, empty	1½
Bark	1½
Brick	1¼
Blinds	1½
Bran	1½
Beer Packages, empty, returned, per car	$3.00
Castor Beans	1½
Coke	1½
Clay, in bulk	1¼
Cement	1½
Cotton, compressed (no minimum)	2
Coal, Anthracite and Smithing	2
Coal, Mined in Illinois, see Note No. 1.	
Cinders	1¼
Doors	1½
Drain Tile	1¼

	Cents Per 100.
Feldspar, in bulk	1½
Fertilizers	1½
Flaxseed	1½
Grain, see Note No. 2.	
Glucose, Refuse	1½
Granite, paving blocks	1¼
Gravel	1¼
Handles, wood	1½
Hoop Poles	1½
Headings	1½
Ice	1½
Iron—Merchant, Bond, Bar, Beams, Sheet, Plate, Rod, Wire, Axles, Bolts, Nuts, Spikes, Horse shoes, Nails, Rails and Fastenings, Cotton Ties, Cast Wheels, Plain Castings, Pig and Scrap, Chain	1½
Jute Butts	1½
Lumber	1½
Lath	1½
Logs	1½
Lime	1½
Live Stock, see Note No. 3.	
Marble, unwrought	1½
Malt Sprouts	1½
Oil	1½
Oil Cake and Oil Meal	1½
Ore, all kinds, in bulk	1¼
Plaster	1½
Posts	1½
Poles	1½
Piling	1½
Powder, through (City delivery not taken)	4
Railway Equipment, see Note No. 4.	
Stone, unwrought	1½
Stone, crushed	1½
Stone, rubble	1¼
Sawdust	1½

Sand	1¼
Sash	1½
Salt	1½
Soap Lye, in tanks	1½
Slag	1¼
Sewer Pipe	1¼
Staves	1½
Shooks	1½
Shingles	1½
Soda Ash	1½
Ties, R. R.	1½
Tobacco, all kinds, no minimum	2
Tar	1½
Transcontinental Freight, no minimum, regardless of classification	2
Wood (for fuel)	1¼
Wagon Wood, in rough	1½

Note No. 1.

Coal Mined in Illinois:

Destined to this Co.'s Yards and Industries in St. Louis, 1½c per 100.

Destined to Tracks St. L. I. M. & S. Ry. Co.'s Yards to and North of Delore St., 1½c per 100.

Destined to Tracks in Wabash (West) Yards to and South of Luther Ave., 1½c per 100.

Destined to Connecting Lines for points beyond St. Louis, 1½c per 100.

Note No. 2.

Grain (Corn, Oats, Rye, Barley and Wheat):

Bet. Con't'g R. Rs. St. L. and Con't'g R. Rs. E. St. L., 1½c per 100; no minimum.

Bet. Con't'g R. Rs. St. L. and Elevators E. St. L., 1½c per 100; no minimum.

Bet. Con't'g R. Rs. E. St. L. and Co.'s Yards St. L., 2c per 100; no minimum.

Note No. 3.

Live Stock:

Bet. St. L. I. M. & S. Ry. and Con't'g R. Rs. E. St. L., one animal, $4.00 per car. Two or more animals $5.00 per car.

Bet. other Con't'g R. Rs. and Union Stock Yards, St. L., and Connecting Railroads E. St. Louis, one animal, $3.00 per car. Two or more animals, $4.00 per car.

Man in charge free; no return passes.

Note No. 4.

Railway Equipment, Standard Gauge:
Freight, Caboose or Way-Car—$3.00 per car.
Baggage, Mail or Express—$4.00 per car.
Coach or Sleeper—$6.00 per car.
Locomotive and Tender—$15.00 per car.
Narrow Gauge: All kinds—2c per 100.

Rule No. 1.

Minimum Charges.

The minimum car load weight on all property charged for at 2c per 100 lbs., will be 25,000 lbs.

The minimum car load weight on all property charged for at 1½c per 100 lbs., will be 30,000 lbs.

The minimum car load weight on all property charged for at 1¼c per 100 lbs., will be 36,000 lbs.

Rule No. 2.

The National Stock Yards charge of $1.00 per car for trackage on business to and from industries located on their tracks, must be added to above rates.

Rule No. 3.

No loaded car will be received by this Company unless accompanied by regular way bill showing final destination and consignee. If for St. Louis delivery the freight yard or switch at which delivery is to be made must be designated on way bill.

1697

Rule No. 4.

Rules of the St. Louis Car Service Association will be enforced on Car Load Freight delivered on tracks of this Company in the City of St. Louis.

(On this Tariff is stamped and written: "Freight Tariff Files No. 3 Auditor's Office" "Cancelled by File No. 4" "Auditor's Office Interstate Commerce Commission. 58086. Received Mar. 23, 1892.")

See Map on Page 4.

Wiggins Ferry Co., East St. Louis Connecting Ry., St. Louis Transfer Ry.

TARIFF NO. 8.

In Effect January 10th, 1893.—Issued January 1st, 1893. (All conflicting rates are cancelled.)

For Car Transfer—Between connecting Railroads, Industries and Elevators in East St. Louis, and Connecting Railroads, Industries, Freight Yards and Elevators designated in St. Louis.

Litherage—At Local Car Transfer Rates between Connecting Railroads, Freight Yards, Industries, etc., St. Louis and East St. Louis, and Boats and Barges landing south of Mound Street and North of Carroll Street, in the Harbor of St. Louis.

Switching—East St. Louis Connecting Railway (and leased lines—performs switching service between all Connecting Railroads and Industries, and Elevators designated in East St. Louis.

Switching—St. Louis Transfer Railway and Wiggins Ferry Co. performs switching service between all Connecting Railroads and Industries, and Yards located on its lines in St. Louis.

East St. Louis.

Connecting Railroads—Toledo, St. Louis & Kansas City; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Ohio & Mississippi; St. Louis, Vandalia &

Terre Haute; Louisville & Nashville; St. Louis, Alton & Terre Haute (Cairo Short Line); Mobile & Ohio; Cleveland, Chicago, Cincinnati & St. Louis (Big 4); Louisville, Evansville & St. Louis; Jacksonville Southeastern; Terminal Railroad Association (Eads' Bridge); Merchants Terminal; East St. Louis & Carondelet (Conlogue); National Stock Yards; St. Louis & Eastern.

Elevators—Venice; Union; Advance; East St. Louis; Valley; Star; Crescent; Kehlor's.

Industries—Dock and Warehouse; Exporter's Warehouse; Tudor Iron Works; Western Forge Co.; Heim Brewing Co.; Thorn & Hunkins; Pope's Glucose Works; Kehlor Mills; East St. Louis Compress; East St. Louis Water Works; East St. Louis Ice and Cold Storage Co.

St. Louis.

Connecting Railroads—Wabash Western; St. Louis, Keokuk & Northwestern; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; Merchants' Teminal.

Freight Yards—Grand Ave.; Bremen Ave.; North Market St.; Mound St.; Chouteau Ave.; Miller St.; Carroll St.; Lesperance St.; Barton St.; Anna St.; Dorcas St.

Industries—Union Stock Yards; McPheeter's Warehouse; Victoria Mills; Jas. Meagher & Co.'s Packing House; Graham Paper Co.; Brooklyn St. Warehouse; Schulenburg & Boeckler Lumber Co.; Jos. Hafner; Huttig Sash & Door Co.; Schofield, Schurmer & Teagle Oil Co.; McDonald's Forge; Ehret-Warren Mfg. Co.; St. Louis Cotton Compress; Lloyd G. Harris Mfg. Co.; Geo. S. Mepham & Klein.

Shortest Line Across the River.—Improved Facilities.—Prompt Service.

T. P. Liston, Agent, East St. Louis. Telephone No. 5063.

H. W. Christy, Agent, Miller St., St. Louis. Telephone No. 2153.

Geo. L. Sands, Asst. Manager.

F. H. Koester, Agent, Mound St., St. Louis. Telephone No. 3323.

R. N. Bothner, General Agent.

W. T. Hickman, Contracting Agent.

W. S. Hodges, Gen'l. Frt. Agent. Telephone No. 1636.

General Offices, Republic Building, St. Louis, Mo.

See Map on Page 4.

Between Connecting Railroads, Co.'s Freight Yards and Industries, St. Louis and Connecting Railroads, Elevators and Industries, East St. Louis.

Freight in Car Loads to One Consignee.

	Cents Per 100.
Car Load Freight—The bulk or nature of which requires an entire car, except as noted below..	2
Exceptions—	
Acid, in Tanks	1½
Ash Soda	1½
Barrels and Boxes, empty	1½
Bark	1½
Bee Hive Stuff, crated or boxed	1½
Brick	1¼
Blinds	1½
Bran	1½
Beer Packages, empty, returned, per car	$3.00
Castor Beans	1½
Coke	1½
Clay, in bulk	1¼
Cement	1½
Cotton, compressed (no minimum)	2
Coal, Anthracite and Smithing	1½
Coal, Mined in Illinois, see Note No. 1.	
Cinders	1¼
Cullet	1½
Doors	1½
Drain Tile (minimum weight 32,000 lbs.)	1¼
Feldspar, in bulk	1½

Fertilizers 1½
Flaxseed (no minimum) 1½
Foundry Facings 1½
Grain, see Note No. 2.
Glucose, Refuse 1½
Granite, paving blocks 1¼
Gravel 1¼
Handles, Wood 1½
Hoop Poles 1½
Headings 1½
Ice 1½
Iron—Merchant, Band, Bar, Beams, Sheet, Plate, Rod, Wire, Axles, Bolts, Nuts, Spikes, Horse Shoes, Nails, Rails and Fastenings, Cotton Ties, Cast Wheels, Plain Castings, Pig and Scrap, Chain 1½
Jute Butts 1½
Lumber 1½
Lath 1½
Logs 1½
Lime 1½

Live Stock, see Note No. 3.

Machinery, old, returned to maker for repairs, minimum weight 25,000 lbs. 1
Marble, unwrought 1½
Malt, (no minimum) 1½
Malt Sprouts (no minimum) 1½
Mineral Water, in tank cars 1½
Oil 1½
Oil Cake and Oil Meal 1½
Ore, all kinds, in bulk 1¼
Plaster 1½
Posts 1½
Poles 1½
Piling 1½
Powder, between connecting railroads, minimum weight 20,000 lbs. 4

Powder, city delivery, not taken.
Railway Equipment, see Note No. 4.

Stone, unwrought	1½
Stone, Crushed	1½
Stone, Rubble	1¼
Sawdust	1½
Sand	1¼
Sash	1½
Salt	1½
Screenings, Wheat (no minimum)	1½
Soap Lye, in tanks	1½
Soap Stock	1½
Slag	1¼
Sewer Pipe, minimum weight 32,000 lbs.	1¼
Staves	1½
Shooks	1½
Shingles	1½
Soda Ash	1½
Ties, R. R.	1½
Tar	1½
Tobacco, all kinds, no minimum	2
Transcontinental Freight, no minimum, regardless of classification	2
Tripoli	1½
Wood (for fuel)	1¼
Wagon Wood, in rough	1½
Zinc Skimmings	1¼

Note No. 1.

Coal Mined in Illinois.

Destined to this Co.'s Yards and Industries St. Louis, 1½c per 100.

Destined to Tracks St. L. I. M. & S. Ry. Co.'s Yards to and North of Delor St., 1½c per 100.

Destined to Tracks in Wabash (West) Yards to and south of Luther Ave., 1½c per 100.

Destined to Connecting Lines for points beyond St. Louis, 1½c.

Note No. 2.

Grain (Corn, Oats, Rye, Barley and Wheat.)

Bet. Con't'g R. Rs. St. L & Con't'g R. Rs. E. St. L., 1½c per 100; no minimum.

Bet. Con't'g R. Rs., St. L. and Elevators E. St. L., 1½c per 100; no minimum.

Bet. Con't'g R. Rs. E. St. L. and Co.'s Yards, St. L., 1½c per 100; no minimum.

Note No. 3.

Live Stock:

Bet. St. L. I. M. & S. Ry. and Con't'g R. Rs. E. St. L., one animal, $4.00 per car; two or more animals, $5.00 per car.

Bet. other Con't'g R. Rs. and Union Stock Yards, St. L. and Connecting Railroads E. St. Louis, one animal, $3.00 per car; two or more animals, $4.00 per car.

Man in charge free; no return passage.

Note No. 4.

Railway Equipment, Standard Gauge:
Freight, Caboose or Way-Car—$3.00 per car.
Baggage, Mail or Express—$4.00 per car.
Coach or Sleeper—$6.00 per car.
Locomotive and Tender—$15.00.
Narrow Gauge: All kinds—2c per 100.

Rule No. 1.

Minimum Charges.

The minimum car load weight on all property charged for at 2c per 100 lbs., will be 25,000 lbs.

The minimum car load weight on all property charged for at 1½c per 100 lbs., will be 30,000 lbs.

The minimum car load weight on all property charged for at 1¼c per 100 lbs., will be 36,000 lbs.

Rule No. 2.

The National Stock Yards Charge of $1.00 per car for trackage on business to and from industries located on their tracks must be added to above rates.

Rule No. 3.

No loaded car will be received by this Company unless accompanied by regular way-bill showing final des-

tination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on way-bill.

Rule No. 4.

Rules of the St. Louis Car Service Association will be enforced on car load freight delivered on tracks of this Company in the City of St. Louis.

See Map on Page 4.

EAST ST. LOUIS CONNECTING RY.

Switching Between All Connecting Railroads East St. Louis, and

All Connecting Railroads—$1.50 per car, $2.00 per coach, $3.00 per locomotive.

East St. Louis Water Works—½c per 100 lbs. No car less than $2.00.

East St. Louis Compress Co.—1c per 100 lbs. No minimum.

East St. Louis Ice & Cold Storage Co.—½c per 100 lbs. No car less than $1.50.

Exporters' Warehouse—½c per 100 lbs. No car less than $1.50.

Dock and Warehouse—½c per 100 lbs. No car less than $1.50.

Interstate Warehouse—½c per 100 lbs. No car less than $1.50.

Kehlor Mills—½c per 100 lbs. No car less than $1.50.

Crescent Elevator—½c per 100 lbs. No car less than $1.50.

Union Elevator—½c per 100 lbs. No car less than $1.50.

East St. Louis Elevator—½c per 100 lbs. No car less than $1.50.

Advance Elevator—½c per 100 lbs. No car less than $1.50.

Valley Elevator—½c per 100 lbs. No car less than $1.50.

Star Elevator (add L. E. & St. L. Trackage $1.00 per car)—½c per 100 lbs. No car less than $1.50.

Bridge Air Compressor—½c per 100 lbs. No car less than $1.50.

Tudor Iron Works—½c per 100 lbs. No car less than $1.50.

Chas. Pope Glucose Co.—½c per 100 lbs. No car less than $1.50.

East St. Louis Packing Co.—½c per 100 lbs. No car less than $1.50.

Whittaker's Packing House—½c per 100 lbs. No car less than $1.50.

Empire Carbon Works—½c per 100 lbs. No car less than $1.50.

Gross' Park Switch—½c per 100 lbs. No car less than $1.50.

Western Forge and Rolling Mill—½c per 100 lbs. No car less than $1.50.

Heim's Brewing Co.—½c per 100 lbs. No car less than $1.50.

Thorn & Hunkins—½c per 100 lbs. No car less than $1.50.

Stites' Switch—½c per 100 lbs. No car less than $1.50.

St. Louis Transfer Railway and Wiggins Ferry Co., Switching Between All Switches North of Mound Street, and

Wabash Western Ry.—$2.00 per car.
Merchants' Bridge—$2.00 per car.
St. L. K. & N. W. Ry.—$2.00 per car.
St. L. I. M. & So. Ry.—$3.00 per car.
Missouri Pacific Ry.—$3.00 per car.
St. L. & S. F. Ry.—$3.00 per car.
All Switches South of Chouteau Avenue—$3.00 per car.

Between All Switches South of Chouteau Avenue, and

St. L. I. M. & So. Ry.—$2.00 per car.
Missouri Pacific Ry.—$2.00 per car.

St. L. & S. F. Ry.—$2.00 per car.
Wabash Western Ry.—$3.00 per car.
St. L. K & N. W. Ry.—$3.00 per car.
Merchants' Bridge—$3.00 per car.
All Switches North of Mound Street—$3.00 per car.

Note 1. No charge on empty cars, hauled loaded one way.

Note 2. We do not accept charges on cars from Connecting Railroads handled for switching revenue only.

Note 3. All orders for empty cars should be placed through our agents.

(On the back of this Tariff is printed a "Map of Rail Lines owned and operated by Wiggins Ferry Co. consisting of The St. Louis Transfer Ry., East St. Louis Conn. Ry., Venice & Carondelet Ry.")

On this Tariff is stamped and written: "Freight Tariff Files No. 4 Auditor's Office" "Cancelled by File No. 5, I. C. C. 1" "Auditor's Office Interstate Commerce Commission 97323 Received Jan. 9, 1893.")

Complainant's Exhibit No. 34.

INTERSTATE COMMERCE COMMISSION
WASHINGTON.

Secretary's Office.

I, Edward A. Moseley, Secretary of the Interstate Commerce Commission, do hereby certify that the documents hereto attached, to-wit:

Terminal Railroad Association of St. Louis Freight Tariff No. 14, in effect September 28, 1891;

Terminal Railroad Association of St. Louis Freight Tariff No. 15, in effect September 28th, 1891;

Terminal Railroad Association of St. Louis Freight Tariff No. 18, in effect April 1st, 1892;

Terminal Railroad Association of St. Louis Freight Tariff No. 19, in effect January 1st, 1893, and Amendments Nos. 1, 2, 3, 4, 5, Exceptions to Tariffs 19 and 12, Notice dated May 15th, 1895, withdrawing Amend-

ment No. 5, Amendments Nos. 6, 8, 9, 10, 12, 13, 14, 15, 16, 18, 19, 20, Copy of Amendment No. 6, Amendments Nos. 21, 22, 23 and 24, are a part of the records of said Interstate Commerce Commission, having been filed with said Commission by the said Terminal Railroad Association of St. Louis on dates shown by date of receipt stamps on each of said schedules, and that said schedules have been continuously on file with said Commission from date of filing in each instance to date hereof.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Commission this 27th day of June, A. D. 1906.

Edw. A. Moseley,

Secretary of the Interstate Commerce Commission.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Tariff No. 14 over the St. Louis Bridge. In effect September 28th, 1891.

Through Rates.

Articles.	Rates.
Brick (all kinds), Coke, Cinders, Cullet, Drain Tile, Earth, Gravel, Ice, Logs, Manure, Ore (Iron or Zinc in bulk), Pig Iron, Sawdust, Sewer Pipe, Slag, Stone, Stone Rubble, Sand, Scrap (Iron, Paper, Rags), Wood for fuel	20 cents Per Ton of 2000 lbs.
Powder (No powder received for city delivery)	80 cents Pen Ton of 2000 lbs.
All Articles not enumerated above	20 cents Per Ton of 2000 lbs.
Freight Cars, Caboose or Way Cars	$3.00 Per Car
Baggage, Mail or Express Cars	$4.00 Per Car
Passenger and Sleeping Coaches	$6.00 Per Car
Locomotives and tenders, narrow gauge	$10.00 Each
Locomotives and Tenders, Standard gauge	$15.00 Each
LIVE STOCK.	
To National Stock Yards and Eastern Connections	$2.00 Per Car

The above rates apply to and from connecting tracks of the following railroads:

Cairo Short Line; Louisville & Nashville; Chicago & Alton; Mobile & Ohio; Chicago, Burlington & Quincy; Ohio & Mississippi; Cleveland, Cincinnati, Chicago & St. Louis; St. Louis & Eastern; East St. Louis & Carondelet; Toledo, St. Louis & Kansas City; East St. Louis Connecting; Vandalia Line; Illinois & St. Louis; Venice & Carondelet; Jacksonville & St. Louis; Wabash; Louisville, Evansville & St. Louis,

and

Missouri Pacific; St. Louis & San Francisco; St. Louis, Iron Mountain & Southern; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado; Wabash (West).

And also from above Railroads to the following Industries located in St. Louis:

Anchor Warehouse Co.; Armour-Cudahy Packing Co.; Armour Packing Co.; Central Elevator, A. and B.; Crown Elevator; Ehlerman's Malt & Brewing Co.; Farmers' Elevator; International Oil Co.; Merchants' Elevator; Mansur & Tebbetts Imp. Co.; Missouri Glass Co.; Nelson, Morris & Co.; Oliver Chilled Plow Co.; Pullman Palace Car Co.; Ripley & Bronson; St. Louis Elevator; Union Depot Warehouse; Union Depot Elevator; United Elevator, Union Depot; Walter A. Wood R. & M. Co.

And also from above Railroads to the following industries located in East St. Louis:

Advance Elevator; Benj. F. Horn; Consolidated Oil Tank Co.; East St. Louis Elevator; East St. Louis Packing & Provision Co.; Enterprise Elevator; National Stock Yards; Nelson, Morris & Co.; Pope Glucose Works; Star Elevator; Tudor Iron Works; Union Elevator; Valley Elevator; Venice Elevator.

Wm. Taussig, President.

J. J. Baulch, Commercial Agent.

St. Louis, Mo.

(On this Tariff is stamped and written: "Cancelled by File I. C. C. No. 1" "—— No. 6, Auditor's Office.") "Received Auditor's Office Sep. 30, 1891. 36352. Interstate Commerce Commission.")

TERMINAL RAILROAD ASSOCIATION OF ST LOUIS.

Freight Tariff No. 15, over the St. Louis Bridge. In Effect September 28th, 1891.

Local Rates.

Freight in quantities less than car loads, or that is usually received and delivered through warehouse, between Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; East St. Louis & Carondelet; East St. Louis Connecting; Illinois & St. Louis; Jacksonville & St. Louis; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; Ohio & Mississippi; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Venice & Carondelet and Wabash Railroads, and Company's Warehouses Nos. 1, 2, 3, 4 and 5, located between 9th and 12th, at Poplar St., and Cupples Station, located at 7th, 8th, Poplar and Spruce Sts., St. Louis, Mo.

Articles.	Rates.
Acid, in carboys, Buggies, crated or boxed, Baskets, Bed Springs, set up, Bird Cages, Carriages, set up, Cans, empty, Carboys, empty, Chairs, Demijohns, empty, Drums, empty, Barrels and Boxes, Furniture and Household Goods, Fan Mills, set up, Furs, Feathers, Iron Safes, Musical Instruments, Stoves, Sieves, Sewing Machines, set up, Tubs and Pails, empty, Willowware, Sleighs and Wagons (children's), less than C. L.	$0.05 100 lbs.
Same, in C. L., loaded or unloaded by shipper or consignee	$0.02 100 lbs.
Articles not enumerated above, L. C. L. (No powder will be received for city delivery)	$0.02 100 lbs.
Articles not enumerated above, in C. L. (No powder will be received for city delivery)	$0.1½ 100 lbs.

Freight in car loads from above named railroads, for delivery on wagon tracks of this Company, located at 10th, 16th, 17th, 18th, 19th, 20th, 21st and 22nd St. yards, St. Louis, Mo.

Articles.	Rates.
Barytes, Brick, Clay, Cullet, Drain Tile, Earth, Empty Bottles, Ice, Gravel, Manure, Ore (Iron and Zinc) in bulk, Scrap Iron, Sawdust, Sand, Sewer Pipe, Slag, Wood for fuel	$0.01¼ 100 lbs.
Articles not enumerated above	$0.01½ 100 lbs.

Coal and Coke.

From Railroads named above to Carondelet and all industries and intermediate points on St. Louis, Iron Mountain and Oak Hill & Carondelet R. Rs:; to Cheltenham and all industries and intermediate points on Missouri Pacific and St. Louis & San Francisco Rys.; and to points on Wabash R. R. (Union Depot Line), east of Forest Park ....$0.30 per ton of 2000 lbs.

Wm. Taussig, President.

J. J. Baulch, Commercial Agent.

(On this Tariff is stamped and written: "Cancelled by File No. I. C. C. No. 1." "No. 8 Auditor's Office." "Received Auditor's Office Sep. 30, 1891. 36352. Interstate Commerce Commission.")

For Rates on Quantities less than Car Loads, see Page 4.

TERMINAL RAILROAD ASSOCIATION OF ST LOUIS.

FREIGHT TARIFF NO. 18.

Issued March 18th, 1892. In Effect April 1st, 1892. All Rates that are in conflict are abrogated.

Car load Rates, Through and Local over the St. Louis Bridge, between Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; East St. Louis & Carondelet; East St. Louis Connecting; Jacksonville Southeastern; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; National Stock Yards; Ohio & Mississippi; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Merchants Terminal and Wabash Railroads, Terminating at East St. Louis, and Missouri Pacific; St. Louis & San Francisco; St. Louis, Iron Mountain & Southern; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado; Wabash (West) Railroads, Terminating at St. Louis.

And also from above Railroads to the following Elevators:

Located in St. Louis—Crown Elevator, Ehlerman's Elevator, Union Depot Elevator.

Located in East St. Louis—Union Elevator, Advance Elevator, East St. Louis Elevator, Valley Elevator, Crescent Elevator, Star Elevator, Venice Elevator, Kehler Elevator.

And also between the above railroads terminating at East St. Louis, and Freight Yards located at 10th, 16th, 17th, 18th, 19th, 20th, 21st, and 22nd Streets, St. Louis, Mo., Company's Warehouses Nos. 1, 2, 3, 4 and 5, located between 9th and 12th, at Poplar street, Cupples Station, located at 7th and 8th, Poplar and Spruce Streets, and also the following industries located on Terminal Railroad Association Tracks:

Anchor Warehouse Co.; Armour-Cudahy Packing Co.; Armour Packing Co.; Crown Elevator; Ehlerman's Malt & Brewing Co.; International Oil Co.; Nelson, Morris & Co. (21st St.); Oliver Chilled Plow Co.; Pullman Palace Car Co.; Ripley & Bronson; Union Depot Warehouse; Union Depot Elevator; Mansur & Tebbetts Imp. Co.; Missouri Glass Co.; United Elevator, Union Depot; Walter A. Wood R. & M. Co.

Jno. J. Baulch, Commercial Agent.
J. Q. Van Winkle, Gen'l Superintendent.
St. Louis, Mo.

Freight in Carloads, to One Consignee, as follows:

	Per 100 lbs.
Carload freight, the bulk or nature of which requires an entire car, except as noted below..	2

Exceptions—	Cents Per 100 lbs.
Ash Soda	1½
Barrels and Boxes, empty	1½
Bark	1½
Beer Packages, empty, returned, per car	$3.00
Blinds	1½
Bran	1½

Brick	1¼
Castor Beans	1½
Cement	1½
Clay, in bulk	1¼
Coal, mined in Illinois, see Note 1.	
Coal, Anthracite and Smithing	2
Cinders	1¼
Cotton (no minimum)	2
Coke	1½
Doors	1½
Drain, Tile	1¼
Flax Seed	1½
Feldspar, in bulk	1½
Fertilizer	1½
Glucose, refuse	1½
Grain, see Note 2.	
Gravel	1¼
Granite, Paving Blocks	1¼
Handles, (wood)	1½
Heading	1½
Hoop Poles	1½
Ice	1½
Iron—Merchant, band, bar, beam, sheet, plate, rod, wire, axles, chain, bolts, nuts, spikes, horse shoes, nails, rails, and fastenings, cotton ties, cast wheels, plain castings, pigs and scrap	1½
Jute Butts	1½
Lath	1½
Lime	1½
Logs	1½
Lumber	1½
Live Stock, see Note 3.	
Malt Sprouts	1½
Marble, unwrought	1½
Oil	1½
Oil Cake and Oil Meal	1½
Ore, all kinds in bulk	1¼
Piling	1½
Powder, not taken for city delivery.	
Powder between connecting railroads	4

Poles	1½
Posts	1½
Plaster	1½
Railway Equipment, see Note 4.	
Sewer Pipe	1¼
Slag	1¼
Sash	1½
Salt	1½
Sand	1¼
Sawdust	1½
Stone, unwrought	1½
Stone, crushed	1½
Stone, rubble	1¼
Staves	1½
Shooks	1½
Shingles	1½
Soap Lye, in tanks	1½
Tar	1½
Transcontinental freight, no minimum (regardless of classification)	2
Tobacco, all kinds, no minimum	2
Ties, railroad	1½
Wagon wood, in the rough	1½
Wood, for fuel	1¼

Note 1.—Coal Mined in Illinois.

Destined to the Company's yards and industries located on switches connected with its tracks.

Also industries located on Wabash Railroad Co.'s tracks on its Union Depot Line to and east of Boyle Avenue.

On Missouri Pacific Railway to and east of Cheltenham on main line.

On Oak Hill line to and north of Carondelet.

On St. L. I. M. & S. R. R. Co., to and north of Delore Street.

On St. Louis & San Francisco Railroad to and east of Cheltenham. And also destined beyond St. Louis to connecting lines—1½ cents per cwt.

Note 2. Grain.

Corn, Oats, Rye, Barley, Wheat, and Screenings. No minimum.

Between Connecting railroads St. Louis, and connecting railroads East St. Louis—1½c per cwt.

Between railroads terminating in St. Louis, and Venice, Union, Advance, Star, East St. Louis, Kehlor, Crescent and Valley Elevators—1½c per cwt.

Between Union Depot, Crown and Ehlerman Elevators, and railroads terminating in East St. Louis—1½c per cwt.

Between this Company's yards in St. Louis, and connecting railroads East St. Louis, 1½c per cwt.

Note 3. Live Stock.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at East St. Louis, also National Stock Yards: One animal, $4.00; two or more animals, $5.00.

Between other western lines and the above: One animal, $3.00; two or more animals, $4.00.

Man in charge of stock pass free. No return pass given.

Note 4. Railway Equipment.

Freight, Caboose or Way Car, Standard Gauge—$3.00 per car.

Baggage, Mail or Express, Standard Gauge—$4.00 per car.

Coach or Sleeper, Standard Gauge—$6.00 per car.

Locomotive and Tender, Standard Gauge—$15.00 each.

Narrow Gauge Equipment (All kinds)—2c per cwt.

Rules.

Rule 1. The minimum car load weight upon all property charged for at 2 cts. per cwt., will be 25,000 pounds.

The minimum car load weight upon all property charged for at 1½ cts, per cwt. will be 30,000 pounds.

The minimum car load weight upon all property charged for at 1¼ cts. per cwt., will be 36,000 pounds.

Rule 2. The National Stock Yards charge of $1.00 per car for trackage on business to and from industries located on their tracks, must be added to above rates.

Rule 3. No loaded car will be received by this Company, unless accompanied by regular Way-Bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch, at which delivery is to be made, must be designated on Way-Bill.

Rule 4. Rules of the St. Louis Car Service Association will be enforced on carload freight delivered on the tracks of this Company in the city of St. Louis.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight in Quantities less than Car Load, over the St. Louis Bridge, between Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; Jacksonville Southeastern; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; National Stock Yards; Ohio & Mississippi; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Merchants Terminal and Wabash Railroads Terminating at East St. Louis, and Missouri Pacific; St. Louis & San Francisco; St. Louis, Iron Mountain & Southern; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado; Wabash (West), Terminating at St. Louis. And also Company's Warehouses Nos 1, 2, 3, 4 and 5, located between 9th and 12th, at Poplar Street, and Cupples Station, located at 7th and 8th, Poplar and Spruce Streets.

Articles not Enumerated Below, 2 cents per 100 pounds.

Exceptions —	In Cents Per 100 lbs.
Agricultural Implements	5
Acid	10
Barrels and Boxes	5

Baskets	10
Bed Springs	10
Bird Cages	10
Blinds	5
Buggies	10
Cans, empty	10
Carriages	10
Carboys, empty	5
Chairs	5
Demijohns, empty	10
Doors	5
Drums, empty	5
Fanning Mills	10
Feathers	10
Furniture and household goods	5
Furs	5
Hides, Green	2½
Hides, Dry	5
Household Goods	5
Iron Safes	5
Musical Instruments	5
Pianos and Organs, Boxed	5
Rags, Pressed in Bales	2½
Sash	5
Sieves	10
Sewing Machines, set up	5
Stoves	5
Stove Pipe	5
Sleighs and Wagons	5
Tubs and Pails	5
Woodenware	5
Wire Springs	10
Wire Mattresses	5
Willowware	10

The minimum charge for any one consignment will be 100 pounds at Tariff rate, but no charge less than 5 cents.

Issued March 18th, 1892. In Effect April 1st, 1892. All Rates that are in Conflict are Abrogated.

Jno. J. Baulch, Commercial Agent.

J. Q. Van Winkle, General Superintendent.

St. Louis, Mo.

(On this Tariff is stamped and written: "Cancelled by File No. 5 I. C. C. No. 1." "Freight Tariff Files No. 7, Auditor's Office." "Received Auditor's Office Mar. 26, 1892. 58573. Interstate Commerce Commission.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

FREIGHT TARIFF NO. 19.

Issued December 20th, 1892. In Effect January 1st, 1893. Copy to L. S. C., Dec. 19th, 1892.

Supersedes Tariff No. 18.

Car Load Rates, Through and Local, over the St. Louis Bridge, between Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; East St. Louis & Carondelet; East St. Louis Connecting; Jacksonville Southeastern; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; National Stock Yards; Ohio & Mississippi; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Merchants Terminal and Wabash Railroads, Terminating at East St. Louis, and Missouri Pacific; St. Louis & San Francisco; St. Louis, Iron Mountain & Southern; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado; Wabash (West) Railroads, Terminating at St. Louis.

And also from above Railroads to the following Elevators:

Located in St. Louis—Collier Elevator, Crown Elevator, Ehlerman's Elevator, Union Depot Elevator.

Located in East St. Louis—Union Elevator, Advance Elevator East St. Louis Elevator; Valley Elevator;

Crescent Elevator, Star Elevator, Venice Elevator, Kehlor Elevator.

And also between the above roads terminating at East St. Louis, and Freight Yards located at 10th, 16th, 17th, 18th, 19th, 20th, 21st and 22nd Streets, St. Louis, Mo., Company's Warehouses located at 11th and Poplar Streets, Cupples Station, located at 7th and 8th, Poplar and Spruce Streets, and also the following industries located on Terminal Railroad Association Tracks:

Armour Packing Co.; Cudahy Packing Co.; Collier Elevator; Crown Elevator; Ehlerman's Malt & Brewing Co.; Gendron Iron Wheel Co.; International Oil Co.; Nelson, Morris & Co. (21st St.); Oliver Chilled Plow Co.; Pullman Palace Car Co.; Ripley & Bronson; Geo. F. Swift & Co.; Union Depot Warehouse; Union Depot Elevator; Mansur & Tebbetts Imp. Co.; Missouri Glass Co.; United Elevator, Union Depot; Walter A. Wood R. & M. Co.

J. Ramsey, Jr., General Manager.
F. X. Roederer, Joint Freight Agent.
J. L. Penney, Joint Com'l. Ag't.
J. C. Van Winkle, Gen'l. Superintendent, Union Depot.
Jno. J. Baulch, Commercial Agent, 422 South 11th St.
St. Louis, Mo.

Freight in Car Loads, to One Consignee, as follows:

	Per 100 lbs.
Car load freight, the bulk or nature of which requires an entire car, except as noted below....	2

Exceptions—	In cents Per 100 lbs.
Acid, in tanks	1½
Ash Soda	1½
Barrels and Boxes, empty	1½
Bark	1½
Bee Hive Stuff, crated or boxed	1½

Beer Packages, empty, returned, per car	$3.00
Blinds	1½
Bran	1½
Brick	1¼
Castor Beans	1½
Cement	1½
Clay, in bulk	1¼
Coal, Mined in Illinois, see Note 1.	
Coal, Anthracite and Smithing	1½
Cinders	1¼
Cullet	1½
Cotton, no minimum	2
Coke	1½
Doors	1½
Drain Tile, min. wt. 32,000	1¼
Flaxseed	1½
Feldspar, in bulk	1½
Fertilizer	1½
Foundry Facings	1½
Glucose, refuse	1½
Grain, see Note 2.	
Gravel	1¼
Granite Paving Blocks	1¼
Handles, (wood)	1½
Heading	1½
Hoop Poles	1½
Ice	1½
Iron—Merchant, band, bar, beam, sheet, plate, rod, wire, axles, chain, bolts, nuts, spikes, horse shoes, nails, rails and fastenings, cotton ties, cast wheels, plain castings, pig and scrap	1½
Jute Butts	1½
Lath	1½
Lime	1½
Logs	1½
Lumber	1½
Live Stock, see Note 3.	
Mineral Water, in tank cars	1½
Malt Sprouts	1½
Marble (unwrought)	1½

Machinery, old, returned to maker for repairs, min. 25,000	1
Oil	1½
Oil Cake and Oil Meal	1½
Ore, all kinds, in bulk	1¼
Piling	1½
Powder, not taken for city delivery.	
Powder, between connecting railroads, min. 20,000 lbs.	4
Poles	1½
Posts	1½
Plaster	1½
Railway Equipment, see Note 4.	
Sewer Pipe, min. wt. 32,000	1¼
Slag	1¼
Sash	1½
Salt	1½
Sand	1¼
Sawdust	1½
Soap Stock	1½
Stone, unwrought	1½
Stone, crushed	1½
Stone, rubble	1¼
Staves	1½
Shooks	1½
Shingles	1½
Soap Lye, in tanks	1½
Tar	1½
Tripoli	1½
Transcontinental freight, no minimum (regardless of classification)	2
Tobacco, all kinds, no minimum	2
Ties, railroad	1½
Wagon wood, in the rough	1½
Wood, for fuel	1¼
Zinc Skimmings	1¼

Note 1. Coal Mined in Illinois.

Destined to the Company's yards and industries located on switches connected with its tracks.

Also to industries located on Wabash Railroad Co.'s tracks on its Union Depot lines to and east of Boyle Avenue.

On Missouri Pacific Railway to and east of Cheltenham on main line.

On Oak Hill line to and north of Carondelet.

On St. L. I. M. & S. R. R. Co., to and north of Delore Street.

On St. Louis & San Francisco Railroad to and east of Cheltenham—1½c per cwt.

Same, destined beyond switching limits in St. Louis to connecting lines, min 30,000 lbs.—1c per cwt.

Note 2. Grain.

Corn, Oats, Rye, Barley, Malt, Malt Sprouts, Flaxseed, Wheat and Screenings. No minimum.

Between connecting railroads St. Louis, and connectings railroads East St. Louis—1½c per cwt.

Between railroads terminating in St. Louis, and Venice, Union, Advance, Star, East St. Louis, Koehler, Crescent and Valley Elevators—1½c per cwt .

Between Union Depot, Crown and Ehlerman Elevators, and railroads terminating in East St. Louis—1½c per cwt.

Between this Company's yards in St. Louis, and connecting railroads East St. Louis—1½c per cwt.

Note 3. Live Stock.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at East St Louis, also National Stock Yards; One animal, $4.00; two or more animals, $5.00.

Between other western lines and the above: One animal, $3.00; two or more animals, $4.00.

Man in charge of stock pass free. No return pass given.

Note 4. Railway Equipment.

Freight, Caboose or Way Car, Standard gauge—$3.00 per car.

Baggage, Mail or Express, Standard gauge—$4.00 per car.

Coach or Sleeper, Standard gauge—$6.00 per car.

Locomotive and Tender, Standard gauge—$15.00 each.

Narrow Gauge Equipment (all kinds)—2c per cwt.

Rules.

Rule 1. The minimum car load weight upon all property charged for at 2 cts. per cwt., will be 25,000 pounds, unless otherwise provided.

The minimum car load weight upon all property charged for at 1½ cts, per cwt., will be 30,000 pounds.

The minimum car load weight upon all property charged for at 1¼ cts. per cwt., will be 36,000 pounds.

Rule 2. The National Stock Yards charge of $1.00 per car for trackage on business to and from industries located on their tracks, must be added to above rates.

Rule 3. No loaded car will be received by this Company, unless accompanied by regular Way-Bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on Way-Bill.

Rule 4. Rules of the St. Louis Car Service Association will be enforced on carload freight delivered on the tracks of this Company in the City of St. Louis.

Freight on Quantities less than Car Loads, over the St. Louis Bridge between Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; Jacksonville Southeastern; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; National Stock Yards; Ohio & Mississippi; St. Louis & Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Merchants' Terminal and Wabash Railroads, Terminating at East St. Louis, and Missouri Pacific; St. Louis & San Francisco; St. Louis, Iron Mountain & Southern; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado; Wabash (West), terminating at St. Louis, and also Company's Warehouses located at 11th and Poplar Streets, Cup-

ples Station, located at 7th and 8th, Poplar and Spruce Streets.

(At this place is pasted in a type-written insert, as follows: "On L. C. L. lots of freight from connecting lines loaded in same car with freight for this Company's warehouses and necessitating reloading, a charge of 2c per cwt. will be made, in addition to rates named, to cover cost of handling to connecting lines warehouses.")

Articles not Enumerated below, 2 cents per 100 pounds.

Exceptions—	In cents Per 100 lbs.
Agricultural Implements	5
Agricultural Implements and Machinery old, returned to maker for repairs	2½
Acid	10
Barrels. Boxes and Egg Cases	5
Barrels, Boxes and Egg Cases returned to shipper.	2½
Baskets	10
Bed Springs	5
Bird Cages	10
Bird Cages, Tops taken off, Tops and Bottoms Nested, boxed	2
Blinds	5
Buggies	10
Cans, empty	10
Cans, empty, returned to shipper	5
Carriages	10
Carboys, empty	5
Chairs	5
Demijohns, empty	10
Doors	5
Drums, empty	5
Fanning Mills	10
Feathers	10
Furniture and Household Goods	5
Furs	5
Hides, Green	2½
Hides, Dry	5

Household Goods 5
Iron Safes 5
Musical Instruments 5
Pianos and Organs, Boxed 5
Rags, Pressed in Bales 2½
Sash 5
Show Cases, Boxed 5
Sieves in Bundles 10
Sieves, K. D. Boxed 2
Sewing Machines, set up 5
Stoves 5
Stove Pipe 5
Sleighs and Wagons 5
Tubs and Pails 5
Woodenware 5
Woodenware, Nested and Boxed 2½
Wire Springs 5
Wire Mattresses 5
Willowware 10

The minimum charge for any one consignment will be 100 pounds at Tariff rate, but no charge less than 5 cents.

SWITCHING TARIFF.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

ST. LOUIS BRIDGE.

In Effect January 1st, 1893. Abrogating Switching Tariff No. 2.

East St. Louis, Ill. Switching between the following Railroads:

Cairo Short Line; Chicago & Alton; Chicago, Burlington & Quincy; Cleveland, Cincinnati, Chicago & St. Louis; East St. Louis & Carondelet; East St. Louis Connecting; Jacksonville Southeastern; Louisville, Evansville & St. Louis; Louisville & Nashville; Mobile & Ohio; National Stock Yards; Ohio & Mississippi; St.

Louis Eastern; Toledo, St. Louis & Kansas City; Vandalia Line; Merchants' Terminal and Wabash (East) Railroads, and all Connecting Railroads at East St. Louis, Ill.—$1.50 per loaded car.

Coaches—$2.00.

Locomotives on their own wheels—$3.00.

All loaded cars re-consigned from this Company's yards at East St. Louis to any of the above Railroads—$2.00 per car.

ST. LOUIS, MO.

Between the following industries located in this Company's yards: Alkire Grocer Co., Armour Packing Co., Bauer Grocer Co., Cupples Woodenware Co., Cupples Station, Collier Elevator, Crown Elevator, Cudahy Packing Co., Crown Linseed Oil Co., Ehlerman Malt & Brewing Co., Gendron Iron Wheel Co., Goddard-Peck Grocer Co., Greeley-Burnham Grocer Co., International Oil Co., Mansur Tebbets Implt. Co., Missouri Glass Co., Nelson & Morris, 21st St., Oliver Chilled Plow Co., Pullman Palace Car Co., Ripley & Bronson, Roth, Adam, Grocer Co., Schweppe Grocer Co., Scudder, E. G. & Bro., Scudder, J. H. & Co., Simmons Hardware Co., St. Louis Grocer & Transportation W. H. Co., Swift & Co., Union Depot Elevator, Union Depot Warehouse, United Elevator Union Depot, Walter A. Wood R. & M. Co., and the Mo. Pacific, St. Louis & San Francisco; St. Louis, Keokuk & Northwestern; St. Louis, Kansas City & Colorado and Wabash Railroad (West) .....$2.00 per car

All cars re-consigned from 10th, 16th, 18th, 19th, 21st, 22nd street yards of this Company to any of the above railroads .....$2.00 per car

All cars re-consigned from this Company's yards to elevators and industries as above.....$2.00 per car.

Carload freight from which this Company derives no revenue across its bridge, and which is billed or directed to be placed on wagon tracks in this Company's yards in St. Louis, Mo., to be there loaded or unloaded, a trackage charge of $5.00 per car will be

made, and such cars will be subject to Car Service Rules.

Note 1.—No charge on empty cars switched one way loaded.

Note 2.—This Company will not accept charges on cars from connecting railroads handled for switching revenue only.

Note 3.—All switched freight will be subject to the rules of the St. Louis Car Service Association.

(On this Tariff is stamped and written: "Cancelled by File No. I. C. C. No. 1." "Freight Tariff Files No. 5 Auditor's Office." "Auditor's Office Interstate Commerce Commission Received Jan. 21, 1895.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Jan. 1st, 1895.

Amendment No. 1 of 1895 to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads—Bones, 1½c, minimum 30,000 lbs.

Date of issue Jan. 1st, 1895.

Effective January 3rd, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-1 Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Jan. 21, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Jan. 1st, 1895.

Amendment No. 2 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads—Empty Barrels from Standard Oil Works, Madison, Ills., to Mo.

Pac. R. R., St. Louis, Mo., when loaded in cars which went east to Madison loaded with lumber, staves, etc., 1c per bbl.

Date of issue, Jan. 1st, 1895.

Effective, January 3rd, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-2, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Jan. 21, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Feb. 10th, 1895.

Amendment No. 3 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Cinders from industries in St. Louis to East St. Louis, $3.00 per car, out of which no switching is to be absorbed.

Date of issue, Feb. 10th, 1895.

Effective, Feb. 13th, 1895.

F. X. Roederer,
Joint Freight Agent.

X 743.

(On this sheet is stamped and written: "Freight Tariff Files No. S-3, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Feb. 18, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., March 9, 1895.

Amendment No. 4 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads—1c per cwt., minimum $4.00 per car on Rubble or Crushed Stone.

Date of issue March 9th, 1895.
Effective March 11th, 1895.

F. X. Roederer,
X-635. Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-4, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received March 15, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., April 25th, 1895.

Amendment No. 5 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to Note 1—Note 1 "A." Bituminous Coal other than that mined in Illinois, 1c per cwt., minimum 30,000 lbs., when destined to points beyond our own rails.

Date of Issue April 25th, 1895.
Effective May 1st, 1895.

F. X. Roederer,
X-796. Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-5, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received May 3, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

and

ST. LOUIS MERCHANTS BRIDGE TERMINAL COMPANY.

Union Frt. Depot, Dec. 1st, 1894.

Exceptions to Tariffs 19 *and* 12.—*Transfer Rates.*

"B" Building Tile, Hollow, same as Drain Tile.

"C" Cotton Seed Hulls, 1½c. No minimum.

Copperas and Sulphate of Ammonia, 1½c; usual minimum.

"H" Hay—Hay Exchange, North St. Louis, $4.00 per car, plus $2.00 Wabash Switching.

"M" Manure—$3.00 per car.

"R" Rubble and Crushed Stone—1c per cwt., minimum $4.00 per car.

"S" Soda, in cases, 1½c per cwt.

Sand, 1c, minimum $4.00.

Sieves, nested and crated, 2c per cwt., L. C. L.

Scrap Tin, from St. Louis Stamping Works to Granite City, $3.00 per car.

"T" Trays, (Carriers) empty returned, $3.00 per car.

Transfer on C. L. Freight to and from Granite City, Ill., as per Tariffs 19 and 12.

Transfer on L. C. L. Freight 10c per cwt., all classes, freight to be delivered to 11th and Poplar.

J. L. Penney, Joint Com'l Agent.

F. X. Roederer, Joint Frt. Agent.

To Inter-State Commerce Commissioners,
Nov. 27th, 1894.

(On this sheet is stamped and written: "Freight Tariff Files No. S-6, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Nov. 30th, 1894.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., May 15th, 1895.

This is to advise that Amendment No. 5 of 1895 to Tariff No. 19, in effect May 1st, 1895, naming rate of 1c per cwt., on Bituminous Coal other than that mined

in Illinois, when destined to points beyond our own rails, has been withdrawn.

F. X. Roederer,
Joint Freight Agent.

Effective May 25, 1895.

(On this sheet is stamped and written: "Freight Tariff Files No. S-7, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received May 17th, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 5-8, 1895.

Amendment No. 6 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions—Novaculite, 1c per cwt., minimum 40,000 lbs.; Bone Black, 1½c per cwt., minimum 30,000 lbs.

Date of issue, May 8th, 1895.
Effective May 13th, 1895.

F. X. Roederer,
Joint Freight Agent.

X-812.

(On this sheet is stamped and written: "Freight Tariff Files No. S-8, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received May 14, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., May 10th, 1895.

Amendment No. 8 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893. Add to exceptions, freight in car

loads: Licorice Root, 1½c per cwt., minimum 36,000 lbs.

Date of issue May 10th, 1895.

Effective May 15th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-9, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received May 23, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 5-25, 1895.

Amendment No. 9 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Burnt Clay, 20c per ton, minimum 40,000 lbs.

Date of issue May 25th, 1895.

Effective May 28th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-10, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received May 30, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 7-15, 1895.

Amendment No. 10 of 1895, to Tariff No. 19. In effect Jan. 1st, 1895.

Add to exceptions, freight in car loads: Common Brick and Gravel, 1c per cwt., minimum 50,000 lbs.

Date of issue, July 15th, 1895.
Effective July 20th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-11, Auditor's Office." "Auditors Office Interstate Commerce Commission. Received July 19, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., July 25th, 1895.

Amendment No. 12 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Grind Stones, 1 and ½ cents per cwt., minimum 30,000 lbs.
Date of issue, July 25th, 1895.
Effective August 1st, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-12, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Aug. 5, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Sept. 10th, 1895.

Amendment No. 13 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Mill Cinders, 1c per cwt., minimum 50,000 lbs.
Slag, 1c per cwt., minimum 50,000 lbs.

Railroad Ties, 1 and ¼c per cwt., minimum 36,000 lbs.

Wood for Fuel, 1c per cwt., minimum 40,000 lbs.

Coke to Connecting Railroads for delivery in their yards or points beyond, 1c per cwt., minimum 36,000 lbs.

Bituminous Coal destined beyond the switching limits of St. Louis, 1c per cwt., minimum 40,000 lbs.

Coal for Connecting Roads, Co. use, 1c per cwt., minimum 30,000 lbs.

Tin Scrap, 1c per cwt., minimum 30,000 lbs.

Cinders, 1c per cwt., minimum 30,000 lbs. This voids Amendment No. 3.

Rubble and Crushed Stone, 1c per cwt., minimum 50,000 lbs. This voids Amendment No. 4.

Common Brick and Gravel, 1c per cwt., minimum 40,000 lbs. This voids Amendment No. 10.

Sand 1c per cwt., minimum 50,000 lbs. This voids Amendment dated March 9th, 1894.

Common Clay, 1c per cwt., minimum 50,000 lbs. This voids Amendment dated Jan. 17th, 1895.

Manure, 1c per cwt., minimum 36,000 lbs. This voids Amendment dated June 26th, 1894.

Note 1.—To be corrected from "Coal mined in Illinois" to read "Bituminous Coal."

Date of issue, September 10th, 1895.

Effective Sept. 15th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-13, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Sept. 16, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST LOUIS.

Freight Department.

St. Louis, Mo., Sept. 10, 1895.

Amendment No. 14 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Fire Brick, 1c per cwt., minimum 40,000 lbs.
Date of issue, Sept. 10th, 1895.
Effective Sept. 15th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-14, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Sept. 28, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Sept. 26, 1895.

Amendment No. 15 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Effective Oct. 1st, 1895, rate on all classes of freight L. C. L. between St. Louis, Mo., and Madison and Granite City, Ills., will be 5c per cwt. No single consignment to be carried for less than 25c.
Date of issue, Sept. 26, 1895.
Effective Oct. 1st, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-15, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Sept. 28, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, 10-12, 1895.

Amendment No. 16 of 1895, to Tariff No. 19. In effect Jan. 1st, 1895.

Until further notice this Company will accept as their proportion of through Lake and Rail rate, on Anthracite Coal, Twenty cents (20c) per net ton on shipments originating at Lake Erie and Michigan ports, and destined to Missouri River points, minimum 40,000 lbs.

Date of issue, Oct. 12th, 1895.
Effective Oct. 15th, 1895. F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-16 Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Oct. 18, 1895.") "87."

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 11-7, 1895.

Amendment No. 18 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Iron Pipe, water or gas, 1 and ¼c per cwt., minimum 36,000 lbs., eastbound.

Date of issue, 11-7, 1895.
Effective 11-10, 1895. F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-17, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Nov. 11, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 11-9, 1895.

Amendment No. 19 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Hoops, 1 and ½c per cwt., minimum $4.50 per car.
Date of issue, 11-9, 1895.
Effective 11-12, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-18, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Nov. 20, 1895." "87.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 11-12, 1895.

Amendment No. 20 of 1895, to Tariffs No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Rice and Rice Meal, Brewers, 1 and ½c per cwt., minimum $4.50 per car.
Date of issue, Nov. 12th, 1895.
Effective Nov. 15th, 1895.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-19, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Nov. 25, 1895." "87.")

Copy.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 5-7, 1895.

Amendment No. 6 of 1895, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions: Novaculite, 1c per cwt., minimum 40,000 lbs. Bone Black, 1½c per cwt., minimum 30,000 lbs.

Date of issue, May 8th, 1895.

Effective May 13th, 1895.

(Signed) F. X. Roederer,
Joint Freight Agent.

X-812.

(On this sheet is stamped and written: "Freight Tariff Files No. S-20, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Dec. 5, 1895.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 1-16, 1896.

Amendment No. 21, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Carbonite or Smokeless Fuel—Coke rates.

Date of issue, 1-16, 1896.

In effect 1-25, 1896.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-25, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Jan. 18, 1896.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., Jan. 20, 1896.

Amendment No. 22, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: 100 cars of lime off Mo. Pac. R. R. when destined to Chicago, Ill., 1c per cwt., minimum 40,000 lbs.

Date of issue, 1-20, 1896.

Effective 1-25, 1896.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-21, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Jan. 23, 1896.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, Mo., 1-28, 1896.

Amendment No. 23, to Tariff No. 19. In effect Jan. 1st, 1893.

Add to exceptions, freight in car loads: Silica—East Bound—Car Load, 10c per ton, minimum 30 tons to car. To be in effect Feb. 1st to April 20th, 1896.

Date of issue, 1-28, 1896.

Effective 2-1, 1896.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-23, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Feb. 3, 1896.")

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Freight Department.

St. Louis, 1-28, 1896.

Amendment No. 24, to Tariff No. 19. In effect Jan. 1st, 1893.

75 to 150 carloads Horses and Mules, St. Louis to National Stock Yards, East St. Louis, moved by Sales Stables, $3.00 per car. Effective Feb. 1st to 6th, 1896.
Date of issue, 1-25, 1896.
Effective 2-1, 1896.

F. X. Roederer,
Joint Freight Agent.

(On this sheet is stamped and written: "Freight Tariff Files No. S-25, Auditor's Office." "Auditor's Office Interstate Commerce Commission. Received Feb. 5, 1896.")

Complainant's Exhibit No. 35.

State of Missouri,)
)ss.
Office of State Auditor.)

I, Wm. W. Wilder, State Auditor of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of resolutions adopted by the State Board of Equalization on April 20th, 1903, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies:

Terminal Railroad Association of St. Louis.
St. Louis Merchants Bridge Terminal Railway Company.
St. Louis Transfer Railway Company.
St. Louis Bridge Company.
St. Louis Merchants Bridge.
as the same appears on file in this office.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the State Auditor of the State of Missouri, done at office in the City of Jefferson, this 12th day of November, A. D., 1906.

(Seal)

Wm. W. Wilder,
State Auditor.

Copy of Resolution Adopted by the State Board of Equalization, April 20, 1903.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 20th, 1903, the companies operating lines of steam, electric or cable railroads, wholly or partly within this state, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making the return required by statute for purposes of taxation.
2. The name of all Branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.
3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1902.
4. The capital stock of the entire road or system, on June 1, 1902, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and the amount of preferred stock, and the terms of the latter.
5. The par value per share of the capital stock.
6. The market value per share of the capital stock on June 1st, 1902.
7. The amount of dividends paid on capital stock during the year 1902.
8. The amount of bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per mile of the proportion in this State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 1st, 1902.

11. The total gross earnings of the entire road or system for year ending June 30, 1902, (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri, for annual statement of last year).

12. The net earnings of the entire road or system for the year ending June 30, 1903, (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22, 23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State ascertained as above for the year ending June 30, 1902.

14. The net earnings of each particular line or branch in and out of the State, ascertained above, for the year ending June 30, 1902.

15. The net earnings of each particular line or branch within the State of Missouri for year ending June 30, 1902, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1902.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1st, 1902.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the board, shall be treated as applying to all bridges, express and telegraph companies.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

1. Terminal Railroad Association of St. Louis.

2. St. Louis Bridge Company.
   Tunnel Railroad of St. Louis.

3. 3.31 miles.

4. Terminal Railroad Association of St. Louis. $1,441,200.00 issued.

5. $100.00.

6. The capital stock of this company has no value. The entire issued stock is owned in equal parts by six proprietary lines, the stock was issued to each of these lines without consideration other than an agreement by which each proprietary line agrees to use in perpetuity the properties of the Terminal Railroad Association, the Terminal Association agreement to so regulate its charges that its revenues shall equal fixed charges and operating expenses; hence, under the terms of this agreement there can be no net earnings by this Company over and above its fixed charges and operating expenses; and if in any year there is a surplus above operating expenses and fixed charges, such surplus is devoted to repairs and improvements.

7. None.

8. (a) $7,000,000.00 First Mortgage Terminal Bonds.
(b) $4,600,000.00 First Consolidated Terminal Bonds. First Terminal Mortgages cover the entire properties of the Terminal Association located in Missouri and Illinois, and as these properties consist of Terminals, it is impossible to apportion the bonded indebtedness on a mileage basis.

9. Entire system.

10. (a) 110.
(b) 110.

11. $2,545,394.74.

12. $1,595,313.59. This sum, however, does not represent net earnings. It represents the difference

between gross earnings and operating expenses, shown on pp. 22-23, of the form furnished by the Railroad and Warehouse Commission. From the net earnings, so ascertained should be deducted the fixed charges, that is interest on bonded indebtedness, taxes and rentals, and also the amount expended in betterments and repairs. The fixed charges, that is rentals and interest on bonded indebtedness for the year ended June 30, 1902, approximate $1,501,392.45, this would leave a balance of $93,921.14, and to this amount should be added miscellaneous earnings not included in gross earnings to $286,649.69, leaving a total surplus of $380,370.83. This entire surplus has been expended in construction.

13. The properties operated by this Company comprise, as above stated, its own terminals, the bridge and tunnel operated as an entirety, hence it is impossible to apportion the gross earnings as between the different properties.

14. For the same reason above given in answer to question 13, the net earnings cannot be apportioned.

15. Cannot be stated for reason given in answer to question 13.

16. It is impossible to estimate the value of the entire road or system, on June 1st, 1902, except on the following basis:

(a) Bonded Indebtedness:—

Bonds $11,600,000.00 at $110 market value	$12,760,000.00
(b) On the basis of net earnings as follows:	
Net earnings of entire road or system, year ending June 30, 1902..	380,570.83
Which capitalized at 5 per cent equals	7,611,416.00

Striking an average between the above values will give one-half of $20,371,416.00, or..... 10,185,708.00

Note.—The stock of this Company is of no value and therefore is eliminated.

17. Estimate of the value of that part of the road or system in the State of Missouri:

Bonded indebtedness, entire line. $11,600,000.00

From this should be deducted the following amounts, representing collateral securing the above, not subject to taxation by the State Board of Equalization in Missouri:

Value of local property in Missouri and assessed locally	$ 1,812,000.00
Railroad property in the State of Illinois	2,000,000.00
Bonds of the St. Louis Terminal Railway Co.	1,500,000.00
Stocks ended	1,113,400.00
	$ 6,425,400.00

Value of that part of the road in the State of Missouri subject to taxation by the State Board of Equalization in Missouri $5,714,600.00

Or, on a basis of net earnings prorated on a mileage basis, as follows:

Net earnings of entire road, year ended June 30, 1902, capitalized at 5 per cent (shown above) is..	$ 7,611,416.00
Net earnings per mile of road (3.51 miles)	2,168,494.00
Net earnings for the State of Missouri on mileage basis (.68 miles)	1,474,576.00

Striking an average between the above values, of one-half of $6,649,176.00 will give..... 3,324,588.00

Copy of Resolutions Adopted by the State Board of Equalization April 20, 1903.

"Resolved by the State Board of Equalization, That upon dates mentioned in the resolution adopted by the board on April 20, 1903, the companies operating lines of steam, electric or cable, railroads, wholly or partly within this state, will be expected to present to this Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making the return required by statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1902.

4. The capital stock of the entire road or system, on June 1, 1902, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and the amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1st, 1902.

7. The amount of dividends paid on capital stock during the year 1902.

8. The amount of the bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per miles of the portion in this State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 1st, 1902.

11. The total gross earnings of the entire road or system for year ending June 30, 1902 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year).

12. The net earnings of the entire road or system for the year ending June 30, 1902, (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1902.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above, for the year ending June 30, 1902.

15. The net earnings of each particular line or branch within the State of Missouri for year ending June 30, 1902, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1902.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1st, 1902.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridges, express and telegraph companies.

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY COMPANY.

1. St. Louis Merchants Bridge Terminal Railway Company.

2. Madison, Illinois and St. Louis Railway Company
   St. Louis Merchants Bridge Company.

3. 10.24 miles.

4. $2,939,500.00 issued.

5. $100.00.

6. No value.

7. None.

8. $3,500,000.00 First Mortgage Bonds.
First Mortgage Terminal Bonds cover entire properties of the Merchants Terminal located in Missouri and Illinois, and as these properties consist of terminals, it is impossible to apportion the bonded indebtedness on a mileage basis.

9. Entire line.

10. 110.

11. $946,400.82.

12. Net earnings as ascertained in the manner suggested in question 12 are $457,126.96. Deducting from this fixed charge, rentals and taxes aggregating $366,377.88 will show a balance of surplus of $90,749.08.

13. The properties operated by this Company comprise its own terminals and bridge; operated as an entirety; hence, it is impossible to apportion the gross earnings as between the different properties.

14. Cannot apportion net earnings, for reason stated in answer to question 13.

15. Cannot be stated, for reason given in answer to question 13.

16. The actual cash value of the entire road cannot be definitely ascertained, but as a basis of approximate value, would suggest the following:
On basis of bonded indebtedness..$ 3,500,000.00
At $110.00 market value 3,850,000.00

	Or on a basis of net earnings, as follows:	
	Net earnings of entire road or system, year ending June 30, 1902..	90,749.08
	Which capitalized at 5 per cent is..	1,814,981.00
	Striking an average between the above values, will give one-half of $5,664,981.00, or.....	2,832,490.00
	Note.—The stock of this Company is of no value and is therefore eliminated.	
17.	Estimate of the value of that part of of the road or system in the State of Missouri:	
	Bonded indebtedness of the entire line	3,500,000.00
	From this should be deducted the following amounts, representing collateral securing the above bonds and not subject to taxation by the State Board of Equalization in Missouri:	
	Value of local property in Missouri and assessed locally.....	2,021,000.00
	Railroad property in Illinois....	500,000.00
	City Franchise tax	250,000.00
		$ 2,771,000.00
	Value of that part of the road in the State of Missouri subject to taxation by the State Board of Equalization	729,000.00
	Or on a basis of net earnings on a mileage basis as follows:	
	Net earnings of entire road, year ending June 30, 1902, capitalized at 5 per cent (as shown above) is	1,814,981.00

Net earnings per mile of road, (10.24 miles)	177,244.00
Net earnings for the State of Missouri on mileage basis (3.89) miles	689,479.00
Striking an average between the above values will give one-half of $1,418,479.00, or	709,239.00

Copy of Resolutions Adopted by the State Board of Equalization April 20, 1903.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 20th, 1903, the companies operating lines of steam, electric or cable railroads, wholly or partly within this state, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making the return required by statute for purposes of taxation.

2. The names of all branches, leased lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1902.

4. The capital stock of the entire road or system, on June 1, 1902, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and the amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1st, 1902.

7. The amount of dividends paid on capital stock during the year 1902.

8. The amount of bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If

only a part of the road is in Missouri, the bonded debt per miles of the portion in this State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 1st, 1902.

11. The total gross earnings of the entire road or system for year ending June 30, 1902, (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year).

12. The net earnings of the entire road or system for the year ending June 30, 1902 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1902.

14. The net earnings of each particular line or branch in and out of the state, ascertained as above, for the year ending June 30, 1902.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1902, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1902.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1st, 1902.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridges, express and telegraph companies.

St. Louis, June 15, 1903.

To the State Board of Equalization of Missouri:

The St. Louis Transfer Railway Company, herewith returns to the Board, the interrogatories required to

be answered by resolutions adopted by the Board on April 20, 1903, with its answers thereto, as follows:

1. The corporate name of the parent company making the return required by the Statute for the purposes of taxation.

Answer. St. Louis Transfer Railway Company

2. The names of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.

Answer. None. No branches.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1st, 1902.

Answer. 6-354-1000.

4. The capital stock of the entire road or system on June 1, 1902, and if capitalized separately, the capital stock of each particular line or branch including the amount of common and the amount of preferred stock and the terms of the latter.

Answer. $199,800.00.

5. The par value per share of the capital stock.

Answer. $100.00.

6. The market value per share, of the capital stock on June 1, 1902.

Answer. None; but is worth par and the last sales were made at that figure.

7. The amount of dividends paid on capital stock during the year 1902.

Answer. None; nor ever at any time.

8. The amount of the bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per mile, of the portion in this State.

Answer. No bonds. Other interest bearing indebtedness (note) $288,051.01.

9. The line or lines upon which each series is a lien.

Answer. None.

10. The market value of each series or issues of bonds on June 1st, 1902.

Answer. None; no bonds.

11. The total gross earnings of the entire road or system for the year ending June 30, 1902, (as indicated on p. 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.

Answer. $163,363.63.

12. The net earnings of the entire road or system for the year ending June 30th, 1902, (deducting from the gross earnings as shown above any such items of expense as are specifically included on pp. 22-23 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of year ending June 30, 1902).

Answer. $38,026.03; but there should be deducted from this in order to get net revenue:

1st. Interest on interest-bearing current liabilities, (note) not otherwise provided for	$13,016.45
2nd. Rents paid for yard and team tracks in the city of St. Louis, Missouri	19,030.08
3rd. Taxes paid for year 1901	9,343.45
Total	$41,389.98
Thus leaving a deficit for the ending of June 30, 1902 of	$ 3,363.95

13. The gross earnings of each line or branch in or out of the state, ascertained as above for the year ending June 30, 1902.

Answer. None; no branches.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1902.

Answer. None; no branches.

15. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1902, to be ascertained as indicated above.

Answer. None; no branches.

16. The actual cash value of the entire road or system on June 1st, 1902.

Answer. $199,800.00, being 100 per cent per share on its entire capital stock.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri, on June 1st, 1902.

Answer. None; no branches.

Respectfully submitted,

St. Louis Tranfser Railway Co.,
By W. K. Kavanaugh,
President.

Copy of Resolutions Adopted by the State Board of Equalization April 20, 1903.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board of April 20th, 1903, the companies operating lines of steam, electric or cable railroads, wholly or partly within this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making the return required by statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1902.

4. The capital stock of the entire road or system, on June 1, 1902, and if capitalization separately, the capital stock of each particular line or branch, including the amount of common and the amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1st, 1902.

7. The amount of dividends paid on capital stock during the year 1902.

8. The amount of the bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per miles of the portion in this State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 1st, 1902.

11. The total gross earnings of the entire road or system for year ending June 30, 1902 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year).

12. The net earnings of the entire road or system for the year ending June 30, 1902, (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1902.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above, for the year ending June 30, 1902.

15. The net earnings of each particular line or branch within the State of Missouri for year ending June 30, 1902, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1902.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1st, 1902.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridges, express and telegraph companies.

ST. LOUIS BRIDGE COMPANY.

1. St. Louis Bridge Company.
2. None.
3. 1.22 miles.
4. $5.490,000.00. $2,490,000.00 First preferred; $3,000,000.00 Second preferred; $2,500,00.00 Common; no value.
5. No market quotations. No sales so far as known.
7. On First Preferred, $149,400.00; on Second preferred, $90,000.00; on Common, none.
8. $5,000,000.00.
9. Bridge Structure.
10. 110.
11. Property leased to the Terminal Railroad Association of St. Louis and operated by it.
12. See answer to question 11.
13. No branches.
14. No branches.
15. No branches.
16. The St. Louis Bridge can be reproduced today for the sum of $2,650,000.00, figuring the present cost of steel and stone in the structure. As the Bridge is leased to the Terminal Railroad Association of St. Louis and operated by the Company on a basis of fixed charges and maintenance, its value can only be estimated on the cost of reproduction, namely, $2,650,-000. Length of bridge, 1.22 miles. Length of bridge in Missouri, .37 miles. Value of bridge structure per mile, $2,172,131.00. Value of bridge structure in the State of Missouri, .37 miles, $803,688.47; or if 50 per cent of the total value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri, is one-half of $2,650,000.00, or $1,-325,000.00.

Copy of Resolutions Adopted in the State Board of Equalization April 20, 1903.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by

the board on April 20th, 1903, the companies operating lines of steam, electric or cable railroads, wholly or partly within this state, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making the return required by statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1902.

4. The capital stock of the entire road or system, on June 1, 1902, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and the amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1st, 1902.

7. The amount of dividends paid on capital stock during the year 1902.

8. The amount of the bonded indebtedness of the entire road or system on June 1st, 1902, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per mile of the portion in this State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 1st, 1902.

11. The total gross earnings of the entire road or system for year ending June 30, 1902, (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for year ending June 30, 1902, (deducting from the

gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1902.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above, for the year ending June 30th, 1902.

15. The net earnings of each particular line or branch within the State of Missouri for year ending June 30, 1902, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1902.

17. The actual cash value of such particular line or branch thereof in the State of Missouri on June 1st, 1902.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridges, express and telegraph companies.

ST. LOUIS MERCHANTS BRIDGE COMPANY.

1. St. Louis Merchants Bridge Company.
2. None.
3. 2.05 miles.
4. $1,500,000.00 issued.
5. $100.00.
6. None.
8. $2,000,000.00.
9. Bridge structure.
10. 110.
11. Property leased to Madison, Illinois & St. Louis Railway Co.
12. See answer to question 11.
13. No branches.
14. No branches.
15. No branches.

16. The Merchants Bridge can be reproduced now for the sum of $1,250,000.00, figuring the present cost of steel and stone in structure. As the Bridge is leased by the Madison, Illinois & St. Louis Railway Company and operated by the St. Louis Merchants Bridge Terminal Company on a basis of fixed charges and maintenance, its value can only be estimated on a basis of cost of reproduction, namely, $1,250,000.00. If, however, the value of the property is to be based on the bonded indebtedness and cost of reproduction the following basis could be applied:

Bonds, $2,000,000.00 at $110	$2,200,000.00
Cost of reproduction	1,250,000.00
	$3,450,000.00
The average of which would be that sum divided by two, or	1,725,000.00
Therefore, on the basis of reconstruction the value is	1,250,000.00
And on the basis of averaging the bonded indebtedness and the cost of reproduction is	1,725,000.00
And striking an average between the last two named values would give one-half of $2,975,000.00, or	1,487,500.00

17. As is shown in answer to question 16, the value of the entire bridge structure by the various methods of computation would average about $1,500,000.00 The value of that part of the structure in State of Missouri on a mileage basis is as follows:

Length of bridge	2.05 miles
Length of bridge in Missouri	.92 miles
Value of bridge structure per mile	$731,950.00
Value of bridge structure in Missouri, .92 miles	673,394.92
Or if 50 per cent of the value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri is one-half of $1,500,000.00, or	750,000.00

Complainant's Exhibit No. 36.

State of Missouri,
ss.
Office of State Auditor,

I, Wm. W. Wilder, State Auditor of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of resolution adopted by the State Board of Equalization on April 18th, 1904, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies:

Terminal Railroad Association of St. Louis.
St. Louis Merchants Bridge Terminal Railway Co.
St. Louis Transfer Railway Company.
St. Louis Bridge Company.
St. Louis Merchants Bridge Co.

as same appears on file in this office.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the State Auditor of the State of Missouri. Done at office in the City of Jefferson, this 12th day of November, A. D., 1906.

(Seal). Wm. W. Wilder.
State Auditor.

Copy of Resolutions Adopted by the State Board of Equalization April 8, 1904.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 8, 1904, the companies operating lines of steam, electric or cable railroads, wholly or partially in this sate, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making returns required by statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.

3. The mileage of the road or system owned, used, leased, or operated on June 1, 1903.

4. The capital stock of the entire road or system, on June 1, 1903, and, if capitalized separately, the capital stock of each particular line or branch, including the amount of common, and the amount of preferred stock and the terms of the latter.

5. The par value per share of the capital stock, on June 1, 1903.

7. The amount of dividends paid on capital stock during the year 1903.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1903, showing in detail the amount of each series or issue of bonds. If only a part of the read is in Missouri the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30th, 1903.

11. The total gross earnings of the entire road or system for the year ending June 30, 1903, (as indicated on p. 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1903 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1903.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above for the year ending June 30, 1903.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1903, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1st, 1903.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1903.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

1. Terminal Railroad Association of St. Louis.

2. St. Louis Bridge Company.
Tunnel Railroad of St. Louis.

3. 3.88 miles.

4. Terminal Railroad Association of St. Louis, $1,441,200.00 issued.

5. $100.00.

6. The capital stock of this Company has no value. The entire issued stock is owned in equal parts by six (6) proprietary lines, the stock was issued to each of these lines without consideration other than an agreement by which each proprietary line agrees to use in perpetuity the properties of the Terminal Railroad Association, the Terminal Association agreeing to so regulate its charges that its revenues shall equal fixed charges and operating expenses; hence under the terms of this agreement there can be no net earnings by this Company over and above its fixed charges and operating expenses; and if in any year there is a surplus above operating expenses and fixed charges, such surplus is devoted to repairs and improvements.

7. None.

9. (a) $7,000,000.00 First Mortgage Terminal bonds.
   (b) $5,000,000.00 First Consolidated Terminal bonds.
   (c) $13,000,000.00 General Mortgage Terminal bonds.

These bonds cover the entire properties of the Terminal Association located in Missouri and Illinois, and as these properties consist of terminals, it is impossible to apportion the bonded indebtedness on a mileage basis.

9. Entire system.

10. (a) 110.
    (b) 110.
    (c) Between 95 and 100.

11. $2,704,823.74.

12. $1,536,765.91. This sum, however, does not represent net earnings. It represents the difference between gross earnings and operating expenses shown on page 22 and 23 of the form furnished by the Railroad and Warehouse Commission. From the net earnings so ascertained should be deducted the fixed charges, that is, interest on bonded indebtedness, taxes and rentals, also the amount expended for betterments and repairs. The fixed charges, that is rentals and interest on bonded indebtedness for the year ended June 30, 1903, approximate $1,737,294.18. This would leave a deficit of $209,528.27, and this amount deducted from miscellaneous earnings, not included in the gross earnings, amounting to $308,712.24, would leave a net surplus of $108,103.97. This entire surplus has been expended in constructions.

13. The properties operated by this Company comprise, as above stated, its own terminals, the bridge and tunnel, operated as an entirety; hence it is impossible to apportion the gross earnings as between the different properties.

14. For the same reason above given in answer to question 13, the net earnings can not be apportioned.

15. Cannot be stated for reasons given in answer to question 13.

16. On a basis of net earnings, $5,409,198.50.

17. On a basis of net earnings, pro-rated on a mileage basis, $1,435,946.00.

Copy of Resolutions Adopted by the State Board of Equalization April 8, 1904.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 9, 1904, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by the Statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased, or operated on June 1st, 1903.

4. The capital stock of the entire road or system, on June 1, 1903, and, if capitalized separately, the capital stock of each particular line or branch, including the amount of common, and the amount of preferred stock and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1903.

7. The amount of dividends paid on capital stock during the year 1903.

8. The amount of bonded indebtedness of the entire road or system on June 1st, 1903, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30th, 1903.

11. The total gross earnings of the entire road or system for the year ending June 30, 1903, (as indicated on p. 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1903, (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1903.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above for the year ending June 30, 1903.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1903, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1st, 1903.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1903.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY COMPANY.

1. St. Louis Merchants Bridge Terminal Railway Company.

2. Madison, Illinois & St. Louis Railway Company.
St. Louis Merchants Bridge Company.

3. 13.79 miles.
4. $2,939,500.00 issued.
5. $100.00.
6. No value.
7. None.
8. $3,500,000.00 First Mortgage bonds. First Mortgage Terminal bonds cover entire properties of the Merchants Terminal located in Missouri and Illinois, and as these properties consist of terminals, it is impossible to apportion the bonded indebtedness on a mileage basis.
9. Entire line.
10. 110.
11. $1,041,371.59.
12. Net earnings as ascertained in the manner suggested in question 12 are $453,795.18. This sum, however, does not represent net earnings, it represents the difference between gross earnings and operating expenses as shown on pages 22-23 of form furnished by the Railroad and Warehouse Commission. The fixed charges, that is interest on bonded indebtedness, taxes and rentals, and also the amount expended in betterments and repairs, for the year ended June 30, 1903, approximate $502,212.74; therefore deducting the so-called net earnings from this amount would leave a deficit of $40,417.56. Therefore, for the year ended June 30, 1903, there were no net earnings but a deficit from operation.
13. The properties operated by this Company comprise its own terminals and the Bridge, operated as an entirety; hence it is impossible to apportion the gross earnings as between the different properties.
14. Cannot apportion net earnings, for reason stated in answer to question 13.
15. Cannot be stated, for reason given in answer to question 13.
16. As the result from operation for the year ended June 30, 1903, shows a deficit of $48,417.56 we cannot, of course, compute any value on the basis of net earnings, as in previous years.

17. Estimate of the value of that part of the road or system in the State of Missouri:

Bonded indebtedness of the entire line	$3,500,000.00
From this should be deducted the following amounts, representing collateral securing above bonds and not subject to taxation by the State Board of Equalization in Missouri:	
Value of local property in Missouri and assessed locally	$1,861,000.00
Railroad property in Illinois	500,000.00
City franchise tax	250,000.00
	$2,611,000.00
Value of that part of the road in the State of Missouri subject to taxation by the State Board of Equalization	$ 889,000.00

Copy of Resolutions Adopted by the State Board of Equalization April 8, 1904.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 8th, 1904, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making returns required by statute for purposes of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased, or operated on June 1, 1903.

4. The capital stock of the entire road or system, on June 1, 1903, and, if capitalized separately, the capital stock of each particular line or branch, including the

amount of common and the amount of preferred stock and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock, on June 1, 1903.

7. The amount of dividends paid on capital stock during the year 1903.

8. The amount of bonded indebtedness of the entire road or system of June 1, 1903, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri the bonded debt, per mile, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30th, 1903.

11. The total gross earnings of the entire road or system for the year ending June 30, 1903 (as indicated on p. 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1903 (deducting from the gross earnings, as shown above, only such items of expenses as are specifically enumerated on pp. 22-23 of the blank form referred to above.

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1903.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above for the year ending June 30th, 1903.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1903, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1, 1903.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1903.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

May 5, 1904.

To the State Board of Equalization:

Now comes the St. Louis Transfer Railway Company, by W. K. Kavanaugh, the President, and makes the following answers to the seventeen interrogatories by the Board under its resolution adopted on April 18th, 1904.

Interrogatory 1.

Answer. The Corporate name of the parent company making the return required by statute for purposes of taxation is the St. Louis Transfer Railway Company.

Interrogatory 2.

Answer. Said St. Louis Transfer Railway Company has no branches or leased lines or lines controlled through ownership of stock or lines operated under other arrangements.

Interrogatory 3.

Answer. The mileage of the road of said company, on June 1, 1903, was 6 362-1000.

Interrogatory 4.

Answer. The Capital stock of the St. Louis Transfer Railway Company on June 1st, 1903, was Two Hundred thousand dollars ($200,000.00) divided into two thousand shares.

Interrogatory 5.

Answer. The par value per share of said capital stock was and is one hundred dollars.

Interrogatory 6.

Answer. None, but is worth par and the last sales were made at that figure.

Interrogatory 7.

Answer. No dividends were paid on the capital stock of said company during the year 1903.

Interrogatory 8.

Answer. None. St. Louis Transfer Railway Company has never issued any bonds on its railroad or property, either before or since June 1st, 1903. Other interest-bearing indebtedness 6-1-03 (Note) $271,-869.93.

Interrogatory 9.

Answer. No bonds as above stated.

Interrogatory 10.

Answer. No bonds as above stated.

Interrogatory 11.

Answer. The total gross earnings of the entire road or system of the St. Louis Transfer Railway Company for the year ending June 30, 1903 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year) was one hundred ninety-five thousand four hundred and twenty-five dollars and forty-five cents ($195,425.45.)

Interrogatory 12.

Answer. The net earnings of the entire road or system of the St. Louis Transfer Railway Company for the year ending June 30, 1903 (deducting from the gross earnings as shown above only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above) was fifty-seven thousand eight hundred ninety-nine dollars and ninety-one cents ($57,899.91) but there should be deducted from this in order to get net revenue:

1st. Interest on interest-bearing current liabilities (Note) not otherwise provided for	$13,690.42
2nd. Rents paid for yard and team tracks in the City of St. Louis, Mo	12,761.50
3rd. Taxes paid for the year 1902	10,635.07
Total	$37,086.99

Interrogatory 13.

Answer. The St. Louis Transfer Railway Company never had any branch or leased line either in Missouri or elsewhere.

Interrogatory 14.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines in or out of the State of Missouri.

Interrogatory 15.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines within the State of Missouri.

Interrogatory 16.

Answer. The actual cash value of the entire road of the St. Louis Transfer Railway Company on June 1st, 1903, was two hundred thousand dollars, being 100 per cent per share on its entire capital stock.

Interrogatory 17.

Answer. The St. Louis Transfer Railway Company never had any branch or leased line in the State of Missouri either before or after June 1st, 1903.

The St. Louis Transfer Railway Co.,
By W. K. Kavanaugh, President.

Copy of Resolution Adopted by the State Board of Equalization April 8th, 1904.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 8, 1904, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by Statute for purpose of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1st, 1903.

4. The capital stock of the entire road or system, on June 1, 1903, and, if capitalized separately, the capital stock of each particular line or branch, including the amount of common, and the amount of preferred stock and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock, on June 1, 1903.

7. The amount of dividends paid on capital stock during the year 1903.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1903, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30th, 1903.

11. The total gross earnings of the entire road or system for the year ending June 30th, 1903 (as indicated on p. 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1903 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1903.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above for the year ending June 30, 1903.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30th, 1903, to be ascertained as indicated above.

16. The actual cash value of the entire system on June 1, 1903.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1903.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

ST. LOUIS BRIDGE COMPANY.

1. St. Louis Bridge Company.
2. None.
3. 1.22 miles.
4. $5,490,000.00—$2,490,000.00 First Preferred; $3,000,000.00 Second Preferred; $2,500,000.00 Common —No Value.
5. $100.00.
6. No market quotations. No sales so far as known.
7 On First Preferred, $149,400.00; on Second Preferred, $90,000.00; on Common, None.
8. $5,000,000.00.
9. Bridge Structure.
10. 110.
11. Property leased to the Terminal Railroad Association of St. Louis and operated by it.
12. See answer to question 11.
13. No branches.
14. No branches.
15. No branches.
16. The St. Louis Bridge can be reproduced today for the sum of $2,650,000, figuring the present cost of steel and stone in the structure. As the Bridge is leased to the Terminal Railroad Association of St. Louis, and

operated by that Company, on a basis of fixed charges and maintenance, its value can only be estimated on the cost of reproduction, namely, $2,650,000.00.

If, however, the value of the property is to be based on the bonded indebtedness and the value of the Capital Stock, first and second preferred, on which dividends are guaranteed, and the cost of reproduction, the following basis could be applied:

Bonds, $5,000,000 at $110	$	5,500,000
First preferred stock, $2,490,000 at par		2,490,000
Second preferred stock, $3,000,000 at par		3,000,000
Total value of bonded indebtedness and Capital stock		10,990,000
Cost of reproduction		2,650,000
		$13,640,000
An average of which would be that sum divided by two or	$	6,820,000
Therefore on a basis of reconstruction the value of the property is	$2,650,000	
And on the basis of averaging the bonded indebtedness and the Capital Stock and the cost of reproduction is	$6,820,000	
Striking an average between the last two named values would give one-half of $9,470,000 or	$	4,735,000

As question No. 16 asked for the actual cash value of the property on June 1st, 1903, it would be absurd to use any figures except the estimated cost of reproduction, $2,650,000, which is in answer to that question.

17. As is shown in answer to question No. 16, the value of the entire Bridge structure is $2,650,000, therefore the value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of Bridge, 1.22 miles.
Length of Bridge in Missouri, .37 miles.
Value of Bridge structure per mile, $2,172,131.

Value of Bridge structure in the State of Missouri, .37 miles, $803,688.47.

Or if 50 per cent of the total value of the Bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri is one-half of $2,650,000, or $1,325,000.

Copy of Resolutions Adopted by the State Board of Equalization April 8th, 1904.

"Resolved by the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 8, 1904, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by Statute for purposes of taxation.
2. The name of all branches, leased lines, lines controlled through ownership of stock or lines operated under other arrangements.
3. The mileage of the entire road or system owned, used, leased or operated on June 1, 1903.
4. The capital stock of the entire road or system, on June 1, 1903, and, if capitalized separately, the capital stock of each particular line or branch, including the amount of common, and the amount of preferred stock and the terms of the latter.
5. The par value per share of the capital stock, on June 1, 1903.
6. The market value per share of the capital stock on June 1, 1903.
7. The amount of dividends paid on capital stock during the year 1903.
8. The amount of bonded indebtedness of the entire road or system on June 1st, 1903, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1903.

11. The total gross earnings of the entire road or system for the year ending June 30, 1903 (as indicated on page 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1903 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1903.

14. The net earnings of each particular line or branch, in and out of the state, ascertained as above for the year ending June 30, 1903.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1903, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1st, 1903.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1903.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

ST. LOUIS MERCHANTS BRIDGE COMPANY.

1. St. Louis Merchants Bridge Company.
2. None.
3. 2.05 miles.
4. $1,500,000.00 issued.
5. $100.00.

6. None.
7. None.
8. $2,000,000.00.
9. Bridge Structure.
10. 110.
11. Property leased to Madison, Illinois & St. Louis Railway Company.
12. See answer to question 11.
13. No branches.
14. No branches.
15. No branches.
16. The Merchants Bridge can be reproduced now for the sum of $1,250,000.00 figuring the present cost of steel and stone in structure.

As the Bridge is leased by the Madison, Illinois & St. Louis Railway Company, and operated by the St. Louis Merchants Bridge Terminal Railway Company on a basis of fixed charges and maintenance, its value can only be estimated on a basis of cost of reproduction, namely $1,250,000.00.

If, however, the value of the property is to be based on the bonded indebtedness and cost of reproduction the following basis could be applied:

Bonds, $2,000,000.00 at $110.	$2,200,000.00	
Cost of reproduction	1,250,000.00	
	$3,450,000.00	
The average of which would be that sum divided by two, or		$1,725,000.00
Therefore, on the basis of reconstruction the value is..	1,250,000.00	
And on the basis of averaging the bonded indebtedness and the cost of reproduction is	1,725,000.00	
And striking an average between the last two named values would give one-half of $2,975,000.00, or		1,487,500.00

17. As shown in answer to question No. 16, the value of the entire bridge structure by the various methods of computation would average about, $1,500,000.00.

The value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of Bridge .....2.05 miles
Length of Bridge in Missouri ..... .92 miles
Value of Bridge Structure, per mile.....$731,950.00
Value of Bridge structure in Missouri,
.92 miles $673,394.92

Or if 50 per cent of the value of the Bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri is one-half of $1,500,000.00, or $750,000.00.

Complainant's Exhibit No. 37.

State of Missouri,)
)ss.
Office of State Auditor,)

I, Wm. W. Wilder, State Auditor of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of resolution adopted by the State Board of Equalization on April 17th, 1905, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies:

Terminal Railroad Association of St. Louis.
St. Louis Merchants Bridge Terminal Railway Company.
St. Louis Transfer Railway Company.
St. Louis Bridge Company.
St. Louis Merchants Bridge Company.
As the same appears on file in this office.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the State Auditor of the State of Missouri. Done at the City of Jefferson, this 12th day of November, A. D. 1906. Wm. W. Wilder,
(Seal.) State Auditor.

Copy of Resolutions Adopted by the State Board of Equalization April 17, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 17, 1905, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for the purpose of taxation.
2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.
3. The mileage of the entire road or system owned, used, leased or operated on June 1, 1904.
4. The capital stock of the entire road or system, on June 1, 1904, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.
5. The value per share of the capital stock.
6. The market value per share of the capital stock on June 1, 1904.
7. The amount of dividends paid on capital stock during the year 1904.
8. The amount of bonded indebtedness of the entire road or system on June 1, 1904, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per miles, of the portion in the State.
9. The line or lines upon which each series is a lien.
10. The market value of each series or issue of bonds on June 30, 1904.
11. The total gross earnings of the entire road or system for the year ending June 30, 1904 (as indicated on page 17 of the blanks furnished by the Railroad

and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1904 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1904.

14. The net earnings of each particular line or branch, in and out of the state, ascertained as above for the year ending June 30, 1904.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1904, to be ascertained as indicated above.

16. The actual cash value of the entire system on June 1, 1904.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1904.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve to indicate the character of information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

1. Terminal Railroad Association of St. Louis.

2. St. Louis Bridge Company, Tunnel Railroad of St. Louis.

3. 3.88 miles.

4. Terminal Railroad Association of St. Louis, $2,882,000.

5. $100.

6. The capital stock of the Company has no value. The entire issued stock is owned in equal parts by fourteen (14) proprietary lines, the stock was issued to each of these lines without consideration other than

an agreement by which each proprietary line agrees to use in perpetuity the properties of the Terminal Railroad Association, the Terminal Railroad Association agrees to so regulate its charges that its revenue shall equal fixed charges and operating expenses, hence, under the terms of this agreement, there can be no net earnings by this company over and above its fixed charges and operating expenses, and if in any year there is a surplus above operating expenses and fixed charges, such surplus is devoted to repairs and improvements.

7. None.

8. (a) $ 7,000,000 first Mortgage Terminal Bonds.
(b) 5,000,000 First Consolidated Terminal Bonds.
(c) 18,000,000 General Mortgage Terminal Bonds.
These Bonds cover the entire properties of the Terminal Association located in Missouri and Illinois.

9. Entire system.

10. (a) 110.
(b) 110.
(c) Between 90 and 95.

11. $2,784,244.07.

12. $1,386,166.78. This sum, however, does not represent net earnings. It represents the difference between gross earnings and operating expenses shown on pp. 22-23 of the form furnished by the Railroad and Warehouse Commission. From the net earnings so ascertained should be deducted fixed charges, that is, interest on bonded indebtedness, taxes and rentals, also the amount expended for betterments and repairs. The fixed charges for the year ended June 30, 1904, were $2,620,769.40. This would leave a deficit of $1,234,602.62, and from this amount should be deducted miscellaneous earnings not included in the gross earnings, amounting to $247,743.49, which would still leave a deficit of $986,859.13.

13. The properties operated by this company comprise, as above stated, its own terminals, the bridge

and tunnel, operated as an entirety, hence it is impossible to apportion the gross earnings as between the different properties.

14. For the same reason above given, in answer to question No. 13, the net earnings can not be apportioned.

15. Cannot be stated for reasons given in answer to question No. 13.

16. As a result from operation for the year ending June 30, 1904, shows a deficit, the value on the basis of net earnings cannot be estimated, as heretofore. Any other method of determining the value is necessarily to an extent arbitrary. On the basis on which other railway properties are assessed it would not exceed $2,000,000.

17. Cannot be apportioned for reasons stated in answer to question No. 13.

Copy of Resolutions Adopted by the State Board of Equalization April 17, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 17, 1905, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for the purpose of taxation.

2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system owned, used, leased or operated on June 1, 1904.

4. The capital stock of the entire road or system, on June 1, 1904, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1904.

7. The amount of dividends paid on capital stock during the year 1904.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1904, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1904.

11. The total gross earnings of the entire road or system for the year ending June 30, 1904 (as indicated on page 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1904 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch in and out of the State, ascertained as above, for the year ending June 30, 1904.

14. The net earnings of each particular line or branch, in and out of the state, ascertained as above for the year ending June 30, 1904.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1904, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1, 1904.

17. The actual cash value of each particular line or branch thereof, in the State of Missouri on June 1st, 1904.

It is to be expressly understood that these interrogatories in so far as they are applicable and serve

to indicate the character of information desired by the Board, shall be treated as applying to all bridges and telegraph companies."

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY COMPANY.

1. St. Louis Merchants Bridge Terminal Railway Company.
2. Madison, Illinois & St. Louis Railway Company. St. Louis Merchants Bridge Company.
3. 13.79 miles.
4. $2,939,500 issued.
5. $100.
6. No value.
7. None.
8. $3,500,000 First Mortgage Bonds.
   First Mortgage Bonds cover entire properties of the Merchants Terminal located in Missouri.
9. Entire line.
10. 110.
11. $1,214,087.91.
12. Net earnings as ascertained in the manner suggested in question No. 12, amount to $456,062.14. This sum, however, does not represent the net earnings, but represents the difference between the gross earnings and operating expenses as shown on pp. 22-23 of the form furnished by the Railroad and Warehouse Commission. The fixed charges, that is, interest on bonded indebtedness, taxes and rentals, and also, the amount expended in betterments and repairs for the year ended June 30, 1904, were $548,963.94. Therefore, deducting the so-called net earnings from this amount will leave a deficit of $92,901.80. Therefore, for the year ended June 30, 1904, there were no net earnings, but a deficit from operation.
13. The properties operated by this Company comprise its own terminals and the bridge, operated as an entirety; hence it is impossible to apportion the gross earnings as between the different properties.

14. Cannot apportion net earnings for reason stated in answer to question No. 13.

15. Cannot be stated for reason given in answer to question No. 13.

16. As the result from operation for the year ended June 30, 1904, shows a deficit of $92,901.80, we cannot, of course, compute any value on the basis of net earnings. On the basis on which other railway properties are assessed it would not exceed $1,000,000.

17. Cannot be apportioned for the reason stated in answer to question No. 13.

Copy of Resolutions Adopted by the State Board of Equalization April 17, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 17, 1905, the companies operating the lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for purpose of taxation.

2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1904.

4. The capital stock of the entire road or system on June 1, 1904, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1904.

7. The amount of dividends paid on capital stock during the year 1904.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1904, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1904.

11. The total gross earnings of the entire road or system for the year ending June 30, 1904 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1904 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1904.

14. The net earnings of each line or branch in and out of the State, ascertained as above for the year ending June 30, 1904.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1904, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1, 1904.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1904.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

April 27, 1905.

To the State Board of Equalization:

Now comes the St. Louis Transfer Railway Company, by George Hannauer, Superintendent, and makes the following answers to the seventeen interrogatories propounded by the Board under the resolution adopted on April 17th, 1905.

Interrogatory 1.

Answer. The corporate name of the parent company making the return required by statute for the purpose of taxation, the St. Louis Transfer Railway Company.

Interrogatory 2.

Answer. Said St. Louis Transfer Railway Company has no branches or leased lines or lines controlled through ownership of stock or lines operated under other arrangements.

Interrogatory 3.

Answer. The mileage of the road of said Company on June 1st, 1904, was 6-362-1000.

Interrogatory 4.

Answer. The capital stock of the St. Louis Transfer Railway Company on June 1st, 1904, was two hundred thousand dollars ($200,000), divided in to two thousand shares.

Interrogatory 5.

Answer. The par value per share of said capital stock was and is One Hundred Dollars.

Interrogatory 6.

Answer. None, but is worth par and the last sales were made at that figure.

Interrogatory 7.

Answer. No dividends were paid on the capital stock of said Company during the year 1904.

Interrogatory 8.

Answer. The St. Louis Transfer Railway Company has never issued any bonds on its railroad or

property either before or since June 1st, 1904. Other interest-bearing indebtedness June 1, 1904 (Note) $331,092.94.

Interrogatory 9.

Answer. No Bonds as above stated.

Interrogatory 10.

Answer. No Bonds as above stated.

Interrogatory 11.

Answer. The total gross earnings of the entire road or system of the St. Louis Transfer Railway Company for the year ending June 30th, 1904 (as indicated on page 17 of the blanks furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year), was two hundred seventy-four thousand six hundred dollars and twenty-four cents ($274,600.24.)

Interrogatory 12.

Answer. The net earnings of the entire road or system of the St. Louis Transfer Railway Company for the year ending June 30, 1904 (deducting from the gross earnings as shown above only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above), was fifteen thousand and two hundred fifty-two dollars and fifty-seven cents ($15,252.57.) But there should be deducted from this in order to get net revenue:

First: Interest on interest-bearing current liabilities (note) not otherwise provided for	$14,154.24
Second: Taxes paid for the year 1903	11,559.05
Total	$25,713.29

Showing a net deficit of $10,460.72.

Interrogatory 13.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines either in Missouri or elsewhere.

Interrogatory 14.

Answer. The St. Louis Transfer Railway Company never had any branches or leased lines in or out of the State of Missouri.

Interrogatory 15.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines within the State of Missouri.

Interrogatory 16.

Answer. The actual cash value of the entire road of the St. Louis Transfer Railway Company on June 1st, 1904, was two hundred thousand dollars, being 100 per cent per share on its entire capital stock.

Interrogatory 17.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines in the State of Missouri either before or after June 1st, 1904.

St. Louis Transfer Railway Company,
By George Hannauer, its Superintendent.

Copy of Resolutions Adopted by the State Board of Equalization April 17, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 17, 1905, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for the purpose of taxation.
2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.
3. The mileage of the entire road or system owned, used, leased or operated on June 1, 1904.

4. The capital stock of the entire road or system, on June 1, 1904, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 30, 1904.

7. The amount of dividends paid on capital stock during the year 1904.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1904, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30, 1904.

11. The total gross earnings of the entire road or system for the year ending June 30, 1904 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1904 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1904.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1904.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1904, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1, 1904.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1904.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

ST. LOUIS BRIDGE COMPANY.

1. St. Louis Bridge Company.
2. None.
3. 1.22 miles.
4. $5,490,000, $2,490,000 First Preferred, $3,000,000 Second Preferred ($2,500,000 Common—No Value.)
5. $100.
6. No market quotations. No sales as far as known.
7. On First Preferred $149,400; on Second Preferred $90,000; on Common, None.
8. $5,000,000.
9. Bridge structure.
10. 110.
11. Property leased to the Terminal Railroad Association of St. Louis and operated by it.
12. See answer to question No. 11.
13. No branches.
14. No branches.
15. No branches.
16. The St. Louis Bridge can be reproduced today for the sum of $2,650,000, figuring the present cost of steel and stone in the structure. As the bridge is leased to the Terminal Railroad Association of St. Louis and operated by that Company on a basis of fixed charges and maintenance, its value can only be estimated on the cost of reproduction, namely $2,650,000.
17. As shown in answer to question No. 16, the value of the entire bridge structure is $2,650,000,

therefore, the value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of bridge, 1.22 miles.

Length of bridge in Missouri, .37 miles.

Value of bridge structure per mile, $2,172,131.

Value of bridge structure in the State of Missouri, .37 miles, $803,688.47.

Or, if 50 per cent of the total value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri, is one-half of $2,650,000, or $1,325,000.

Copy of Resolutions Adopted by the State Board of Equalization April 17, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 17, 1905, the companies operating the lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for purpose of taxation.
2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.
3. The mileage of the entire road or system, owned, used, or leased or operated on June 1, 1904.
4. The capital stock of the entire road or system on June 1, 1904, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.
5. The par value per share of the capital stock.
6. The market value per share of the capital stock on June 1, 1904.
7. The amount of dividends paid on capital stock during the year 1904.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1904, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1904.

11. The total gross earnings of the entire road or system for the year ending June 30, 1904 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1904 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1904.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1904.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1904, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1, 1904.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1904.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

ST. LOUIS MERCHANTS BRIDGE COMPANY.

1. St. Louis Merchants Bridge Company.
2. None.
3. 2.05 miles.
4. $1,500,000 issued.
5. $100.
6. None.
7. None.
8. $2,000,000.
9. Bridge structure.
10. 110.
11. Property leased to Madison, Illinois & St. Louis Railway Co.
12. See answers to question 11.
13. No branches.
14. No branches.
15. No branches.
16. The Merchants Bridge can be reproduced now for the sum of $1,250,000, figuring the present cost of steel and stone in structure. As the bridge is leased to the Madison, Illinois and St. Louis Bridge Company, and operated by the St. Louis Merchants Bridge Terminal Railway Company on a basis of fixed charges and maintenance, its value can only be estimated on a basis of cost of reproduction, namely, $1,250,000.
17. As is shown in answer to question No. 16, the value of the entire bridge structure on the basis of reproduction would be $1,250,000.

The value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of bridge, 2.05 miles.
Length of bridge in Missouri, .92 miles.
Value of bridge structure per mile, $609,756.
Value of bridge structure in Missouri, .92 miles, $560,975.

Or, if 50 per cent of the value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri, is one-half of $1,250,000, or $625,000.

Complainant's Exhibit No. 38.

State of Missouri,)
)ss.
Office of State Auditor,)

I, William W. Wilder, State Auditor of the State of Missouri, hereby certify that the annexed pages contain a full, true and complete copy of resolution adopted by the State Board of Equalization on April 16, 1906, and the answers made to the interrogatories contained therein by the following named Railroad, Railway and Bridge Companies:

Terminal Railroad Association of St. Louis.
St. Louis Merchants' Bridge Terminal Railway Company.
St. Louis Transfer Railway Company.
St. Louis Bridge Company.
St. Louis Merchants Bridge Company.
as the same appears on file in this office.

In Testimony Whereof, I hereunto set my hand and affix the seal of the State Auditor of the State of Missouri. Done at office in the City of Jefferson, this 12th day of November, A. D. 1906. ,

(Seal.) William W. Wilder, State Auditor.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board April 16, 1906, the companies operating the lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for purpose of taxation.
2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1905.

4. The capital stock of the entire road or system on June 1, 1905, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1905.

7. The amount of dividends paid on capital stock during the year 1905.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1905, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per miles, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1905.

11. The total gross earnings of the entire road or system for the year ending June 30, 1905 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1905 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1905.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1905, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1, 1905.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1905.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridge and telegraph companies."

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

1. Terminal Railroad Association of St. Louis.

2. St. Louis Bridge Company. Tunnel Railroad of St. Louis.

3. 3.88 miles (of this mileage 1.51 miles are in Illinois and .37 miles is the Missouri part of the bridge.)

4. Terminal Railroad Association of St. Louis, $2,882,000 issued.

5. $100.

6. The capital stock of this company has no value. The entire issued stock is owned in equal parts by fourteen proprietary lines, the stock was issued to each of these lines without consideration other than agreement by which each proprietary line agrees to use the properties of the Terminal Association, the Terminal Association agreeing to so regulate its charges that its revenue shall equal fixed charges and operating expenses; hence, under the terms of this agreement, there can be no net earnings by this company over and above its fixed charges and operating expenses; and if in any year there is a surplus above operating expenses and fixed charges, such surplus is devoted to repairs and improvements.

7. None.

8. (a) $7,000,000 First Mortgage Terminal Bonds.
   (b) 3,000,000 First Consolidated Terminal Bonds.

(c) 18,000,000 General Mortgage Terminal Bonds.

These bonds cover the entire properties of the Terminal Association located in Missouri and Illinois.

9. Entire system.

10. (a) 110.
(b) 110.
(c) between 90 and 95.

11. $3,071,686.81.

12. $1,753,555.79. This sum, however, does not represent net earnings, it represents the difference between gross earnings and operating expenses, shown on pages 22-23 of the form furnished by the Railroad and Warehouse Commission. From the net earnings so ascertained should be deducted fixed charges, that is interest on bonded indebtedness, taxes, rentals; also the amount expended for betterments and repairs. The fixed charges for the year ended June 30, 1905, were $2,319,147.75. This would leave a deficit of $565,-591.96. As the gross earnings from operation do not include miscellaneous earnings amounting to $783,-506.08, the deficit referred to above should be deducted from the miscellanoeus earnings, and this will leave a surplus of $217,914.12.

13. The properties operated by this Company, comprise, as above stated, its own terminals, the bridge and tunnel, operated as an entirety; hence, it is impossible to apportion the gross earnings as between the different properties.

14. For the same reason above given in answer to question No. 13, the net earnings cannot be apportioned.

15. Cannot be stated for reason given in answer to question No. 13.

16. Any method of determining—the value is necessarily to an extent arbitrary. On the basis on which the other railway properties are assessed, it would not exceed $2,000,000.

17. Cannot be apportioned for reason stated in answer to No. 13.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 16, 1906, the companies operating the lines of steam, electric or cable railroads, wholly or partially within this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for purpose of taxation.

2. The names of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1905.

4. The capital stock of the entire road or system on June 1, 1905, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1905.

7. The amount of dividends paid on capital stock during the year 1905.

8. The amount of bonded indebtedness of the entire system on June 1, 1905, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt, per mile, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issues of bonds on June 30, 1905.

11. The total gross earnings of the entire road or system for the year ending June 30, 1905 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1905 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

14. The net earnings of each particular line or branch in and out of the State, ascertained as above for the year ending June 30, 1905.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1905, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 30, 1905.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1905.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridges and telegraph companies."

ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY COMPANY.

1. St. Louis Merchants' Bridge Terminal Railway Company.

2. Madison, Illinois and St. Louis Railway Company (this railway is all in Illinois.) St. Louis Merchants Bridge Company.

3. 9.17 miles (of this mileage 5.16 miles is in Illinois.)

4. $2,939,500 issued.

5. $100.

6. No value.

7. None.

8. $3,500,000 First Mortgage Bonds. First Mortgage Bonds cover entire property of the Merchants Terminal located in Missouri.

9. Entire line.

10. 110.

11. $1,625,605.96.

12. Net earnings as ascertained in the manner suggested in question No. 12 amount to $834,677.38. This sum, however, does not represent the net earnings but represents the difference between the gross earnings and operating expenses as shown on pages 22 and 23 of the form furnished by the Railroad and Warehouse Commission. The fixed charges, that is, interest on bonded indebtedness, taxes and rentals, and, also, the amount expended in betterments and repairs for the year ended June 30, 1905, were $404,489.19. Therefore, deducting this amount from the so-called net earnings will leave the surplus of $430,188.19.

13. The properties operated by this Company comprise its own terminals and the bridge, operated as an entirety; hence, it is impossible to apportion the gross earnings as between the different properties.

14. Cannot apportion net earnings for reason stated in answer to question No. 13.

15. Cannot be stated for reason given in answer to question No. 13.

16. On the basis on which other railway properties are assessed, it would not exceed $1,000,000.

17. Cannot be apportioned for reason stated in answer to question No. 13.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 16, 1906, the companies operating lines of steam, electric or cable railroads, wholly or partially within this State, will be required to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return by statute for purpose of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1905.

4. The capital stock of the entire road or system on June 1, 1905, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1905.

7. The amount of dividends paid on capital stock during the year 1905.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1905, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per mile, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30, 1905.

11. The total gross earnings of the entire road or system for the year ending June 30, 1905 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1905 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pages 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above, for the year ending June 30, 1905.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1905, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1, 1905.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1905.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridges and telegraph companies."

April 20, 1906.

To the State Board of Equalization:

Now comes the St. Louis Transfer Railway Company, by W. K. Kavanaugh, the President, and makes the following answers to the seventeen interrogatories propounded by the Board under its resolutions adopted on April 16, 1906.

Interrogatory 1.

Answer. The corporate name of the parent company making the return required by statute for purpose of taxation, is the St. Louis Transfer Railway Company.

Interrogatory 2.

Answer. Said St. Louis Transfer Railway Company has no branches or leased lines or lines controlled through ownership of stock or lines operated under other arrangements.

Interrogatory 3.

Answer. The mileage of the road of said company, on June 1, 1905, was 6-35-100.

Interrogatory 4.

Answer. The capital stock of the St. Louis Transfer Railway Company, on June 1st, 1905, was two hundred thousand dollars ($200,000) divided into two thousand shares.

Interrogatory 5.

Answer. The par value per share of said capital stock was and is one hundred dollars.

Interrogatory 6.

Answer. None, but is worth par and the last sales were made at that figure.

Interrogatory 7.

Answer. No dividends were paid on the capital stock of said company during the year 1905.

Interrogatory 8.

Answer. The St. Louis Transfer Railway Company has never issued any bonds on its railroad or property, either before or since June 1, 1905. Other interest-bearing indebtedness, 6-1-1905 (note) $317,-036.87.

Interrogatory 9.

Answer. No bonds as above stated.

Interrogatory 10.

Answer. No bonds as above stated.

Interrogatory 11.

Answer. The total gross earnings of the entire road or system of the St. Louis Transfer Railway Company, for the year ending June 30, 1905 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year) was two hundred sixty-two thousand eight hundred ten dollars and twenty-six cents ($268,-810.26.

Interrogatory 12.

Answer. The net earnings of the entire road or system of the St. Louis Transfer Railway Company for the year ending June 20, 1905 (deducting from the gross earnings as shown above only such items of expense as are specifically enumerated on pages 22-23 of the blank form referred to above), was fifty-eight thousand five hundred forty-six dollars and twenty-five cents ($58,546.25), but there should be deducted from this in order to get net revenue:

1st: Interest on interest-bearing current liabilities (Note) not otherwise provided for	$16,583.38
2nd: Taxes paid for year 1904	16,053.76
Total	$32,637.14
Showing a net surplus of	$25,909.11

Interrogatory 13.

Answer. The St. Louis Transfer Railway Company has never had any branch or leased lines either in Missouri or elsewhere.

Interrogatory 14.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines in or out of the State of Missouri.

Interrogatory 15.

Answer. The St. Louis Transfer Railway Company never had any branch or leased lines within the State of Missouri.

Interrogatory 16.

Answer. The actual cash value of the entire road of the St. Louis Transfer Railway Company on June 1, 1905, was two hundred thousand dollars, being 100 per cent per share on its entire capital stock.

Interrogatory 17.

Answer. The St. Louis Transfer Railway Company never had any branch or leased line in the State of Missouri, either before or after June 1, 1905.

"Resolved, By the State Board of Equalization, that upon the dates mentioned in the resolution adopted by the Board on April 16, 1906, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be required to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return by statute for purpose of taxation.

2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.

3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1905.

4. The capital stock of the entire road or system on June 1, 1905, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.

5. The par value per share of the capital stock.

6. The market value per share of the capital stock on June 1, 1905.

7. The amount of dividends paid on capital stock during the year 1905.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1905, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per mile, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30, 1905.

11. The total gross earnings of the entire road or system for the year ending June 30, 1905 (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department for annual statement of last year.)

12. The net earnings of the entire road or system for the year ending June 30, 1905 (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pages 22-23 of the blank form referred to above.)

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above, for the year ending June 30, 1905.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1905, to be ascertained as indicated above.

16. The actual cash value of the entire road or system on June 1, 1905.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1905.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridges and telegraph companies."

ST. LOUIS BRIDGE COMPANY.

1. St. Louis Bridge Company.
2. None.
3. 1.22 miles. On this mileage .85 miles are in Illinois.
4. $5,490,000.00. $2,490,000.00 First Preferred; $3,000,000.00 Second Preferred; ($2,500,00.00 Common. No value).
5. $100.00.
6. No market quotations. No sales as far as known.
7. On First Preferred, $149,000.00; on Second Preferred, $90,000.00; on Common, none.
8. $5,000,000.00.
9. Bridge Structure.
10. 110.
11. Property leased to the Terminal Railroad Association of St. Louis and operated by it.
12. See answer to question 11.
13. No Branches.
14. No Branches.
15. No Branches.
16. The St. Louis Bridge can be reproduced today for the sum of $2,650,000.00, figuring the present cost of steel and stone in the structure. As the bridge is leased to the Terminal Railroad Association of St. Louis and operated by that Company, on a basis of

fixed charges and maintenance, its value can only be estimated on the cost of reproduction, namely, $2,650,000.00.

17. As shown in the answer to question No. 16, the value of the entire bridge structure is $2,650,000.00, therefore, the value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of bridge, 1.22 miles.
Length of bridge in Missouri, .37 miles.
Value of bridge structure per mile, $2,172,131.00.
Value of bridge structure in the State of Missouri, .37 miles, $803,688.47.

Or, if 50 per cent of the total value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri, is one-half of $2,650,000.00, or $1,325,000.00.

"Resolved by the State Board of Equalization, That upon the dates mentioned in the resolution adopted by the Board on April 16, 1906, the companies operating lines of steam, electric or cable railroads, wholly or partially in this State, will be expected to present to the Board, in writing, answers to the following interrogatories, viz.:

1. The corporate name of the parent company making return required by statute for purposes of taxation.
2. The name of all branches, leased lines, lines controlled through ownership of stock, or lines operated under other arrangements.
3. The mileage of the entire road or system, owned, used, leased or operated on June 1, 1905.
4. The capital stock of the entire road or system on June 1, 1905, and if capitalized separately, the capital stock of each particular line or branch, including the amount of common and amount of preferred stock, and the terms of the latter.
5. The par value per share of the capital stock.
6. The market value per share of the capital stock on June 1, 1905.

7. The amount of dividends paid on capital stock during the year 1905.

8. The amount of bonded indebtedness of the entire road or system on June 1, 1905, showing in detail the amount of each series or issue of bonds. If only a part of the road is in Missouri, the bonded debt per mile, of the portion in the State.

9. The line or lines upon which each series is a lien.

10. The market value of each series or issue of bonds on June 30, 1905.

11. The total gross earnings of the entire road or system for the year ending June 30, 1905, (as indicated on page 17 of the blank furnished by the Railroad and Warehouse Department of Missouri for annual statement of last year).

12. The net earnings of the entire road or system for the year ending June 30, 1905, (deducting from the gross earnings, as shown above, only such items of expense as are specifically enumerated on pp. 22-23 of the blank form referred to above).

13. The gross earnings of each line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

14. The net earnings of each particular line or branch, in and out of the State, ascertained as above for the year ending June 30, 1905.

15. The net earnings of each particular line or branch within the State of Missouri for the year ending June 30, 1905, to be ascertained as indicated above.

16. The actual cash value of the entire road system on June 1, 1905.

17. The actual cash value of each particular line or branch thereof in the State of Missouri on June 1, 1905.

It is to be expressly understood that these interrogatories, in so far as they are applicable and serve to indicate the character of the information desired by the Board, shall be treated as applying to all bridges and telegraph companies."

ST. LOUIS MERCHANTS BRIDGE COMPANY.

1. St. Louis Merchants' Bridge Co.
2. None.
3. 1.90 miles (of this mileage 1.28 miles are in Illinois).
4. $1,500,000.00 issued.
5. $100.00.
6. None.
7. None.
8. $2,000,000.00.
9. Bridge structure.
10. 110.
11. Property leased to Madison, Illinois & St. Louis Railway Company.
12. See answer to question 11.
13. No Branches.
14. No Branches.
15. No Branches.
16. The Merchants Bridge can be reproduced now for the sum of $1,250,000.00, figuring the present cost of steel and stone in structure. As the bridge is leased by the Madison, Illinois and St. Louis Railway Company and operated by the St. Louis Merchants Bridge Terminal Railroad Company on a basis of fixed charges and maintenance, its value can only be estimated on a basis of cost of reproduction, namely, $1,250,000.00.
17. As shown in answer to question 16, the value of the entire bridge structure on the basis of reproduction would be $1,250,000.00.

The value of that part of the structure in the State of Missouri on a mileage basis is as follows:

Length of bridge, 2.05 miles.
Length of bridge in Missouri, .62 miles.
Value of bridge structure per mile, $609,756.00.

Value of bridge structure in Missouri .62 miles, $378,048.00, or if 50 per cent of the value of the bridge is to be assessed in the State of Missouri, the value of that portion in the State of Missouri is one-half of $1,250,000.00, or $625,000.00.

COMPLAINANT'S EXHIBIT NO. 39.

LEASE.

St. Louis Merchants' Bridge Company to St. Louis Merchants' Bridge Terminal Railway Company, dated February 1, 1889.

This indenture, made this first day of February, one thousand eight hundred and eighty nine, by and between the St. Louis Merchants' Bridge Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, and by an act of Congress entitled "An act authorizing the construction of a bridge over the Mississippi River at St. Louis, Missouri," approved February 3, 1887, authorized to build the bridge hereinafter described, and hereinafter called the "Lessor Company" party of the first part, and the St. Louis Merchants' Bridge Terminal Railway Company, a corporation created, organized and existing under and by virtue of the laws of the State of Missouri, and hereinafter called the "Lessee Company," party of the second part, witnesseth:

First. That the said lessor company has demised and let, and by these presents does demise and let unto the said lessee company, all the right, title, interest, property, possession, claim and demand of the lessor company in and to the bridge, and the approaches thereto, whether made or to be made, acquired or to be acquired, over and across the Mississippi River, from a point in the city of St. Louis, at or near Ferry Street to a point opposite thereto in the county of Madison, State of Illinois, together with all the appurtenances thereof, and the lands, tenements, hereditaments and fixtures of said lessor company, and all its property, rights, privileges, leases, leaseholds, interests, estates, rights of way and franchises of any and every kind and description, which it now has or owns, or may hereafter acquire, and the sole and entire right to the use thereof, including the right to other persons and corporations to use the said bridge; and receive for its

own benefit and as its own property, all tolls and rents for such use by such other persons and corporations; provided that all railroad companies desiring the use of said bridge shall have and be entitled to equal rights and privileges relative to the passage of railway trains over said bridge and over the approaches thereto, as may be enjoyed by the lessee company, upon payment of such compensation for such use as may be agreed upon between the lessee company and said railroad companies.

To have and to hold the same, with all the rights and privileges incident thereto, unto the said St. Louis Merchants' Bridge Terminal Railway Company, and its successors and assigns, for and during the term of forty years from the date thereof.

Second. The lessor company covenants and agrees to and with the lessee company, that it will cause to be erected and ready for use, its said bridge, and the approaches thereto, on the eastern end thereof, on or before the first day of January, A. D., 1891, and in case the lessor company shall fail to complete said bridge and the said eastern approaches thereto, on or before the said first day of January, A. D., 1891, then, and in that event the lessee company shall have the right to cancel this lease, and all obligations thereunder shall, as to lessee company, cease. Or, at the option of the lessee company, in case of the failure of the lessor company to complete its said bridge and eastern approaches, on or upon January 1, 1891, the lessee company may take possession thereof, and complete the same, and the expense of such completion shall be charged to and paid by the lessor company to the lessee company, out of three-fourths income hereinafter described, and agreed to be paid by the lessee company to the lessor company as rentals of said bridge, and in addition, the lessor company shall pay to the lessee company the sum of three hundred and fifty dollars for each day after January 1, A. D., 1891, that said bridge shall remain incomplete and not ready for use of trains thereon.

Third. The lessee company, covenants and agrees with the lessor company to pay as, and for rental of the premises hereby demised.

1. The interest, as the same shall fall due, on the bonds of the lessor company, of the series amounting to $2,000,000, secured by its mortgage to the Farmers' Loan and Trust Company of New York, dated February 1, 1889, and to pay said interest at the rate, and at the time and place therein specified; provided that not exceeding $1,500,000 of said bonds shall be issued before June 1, 1890; and provided further, that the interest on said $1,500,000 on bonds, prior to June 1, 1890, shall be determined by the terms of a certain agreement between the lessor company and the Union Bridge Company of New York of date January 21, 1889. The moneys for the payment of said interest on said bonds, shall, in each instance, be deposited with the Farmers' Loan and Trust Company of New York, or its successors, at least fifteen days before the same shall become due.

2. All taxes, assessments and other like charges, laid or imposed upon the corporate property and franchises of the lessor company, and upon the premises hereby demised, or any part thereof, or upon the revenue or earnings of the same, during the term hereby created.

3. Three-fourths of the net income that the lessee company may derive from the use and operation of said bridge, including all sums received by the lessee company from other persons and corporations, for transporting the cars, freight and passengers, of such other persons or corporations over said bridge by the lessee company, after deducting the amount of interest maturing after said bridge is completed and ready for use, paid by the lessee company upon the bonds of the lessor company, hereinbefore described, and all hereinbefore agreed to be paid by the lessee company, and all costs and expenses of maintaining and operating said bridge the three-fourths of said net income, so far as the same has been received, to be ascertained and

paid to the lessor company, on or before the 20th days of January and July after the same has been received.

Fourth. The lessee company shall and will maintain and keep the premises hereby demised, and every part thereof in good condition, and make all necessary repairs and renewals of the same, and operate and use the same for the purposes for which the lessor company holds the same; and shall and will indemnify and save harmless the lessor company from any and all claims for damages arising out of such operation and use.

Fifth. The lessee company shall, by the date said bridge is completed and ready for use, in conformity to such plans and specifications as the lessor company shall furnish and at such place as the lessor company shall designate, connect said bridge by one approach with the line of the lessee's road in the city of St. Louis; and when said approach is completed, the same together with right of way therof, shall, by proper deed, be conveyed by the lessee company to the lessor company, free of any charge or incumbrance, and said lessee company shall purchase and convey to the lessor company, free of any charge to the lessor company, the following real estate situate in said city of St. Louis, to-wit:

1. The southwest corner of the wharf and Ferry street being lot 1 in block 2506, having a front on the wharf of thirty-three feet nine inches, more or less, by a depth westwardly of one hundred and fifty feet, more or less.

2. A piece of property of Stifel Brewery Company, located on foot of Ferry street, with a frontage of one hundred and ten feet on the river, running back three hundred feet, more or less, on south line of Ferry street.

Sixth. In case of default by the lessee company in any of the matters or things contained or provided for, and the continuance of such default for sixty days, the lessor company shall have the right to enter upon all and singular the premises hereby demised and the same to repossess and enjoy in the same manner as if these presents had not been made.

In witness whereof, The said parties have caused their respective corporate seals to be to these presents affixed, and the same to be subscribed by their respective presidents and secretaries, the day and year first above written.

St. Louis Merchants' Bridge Company,
(Seal) By S. W. Cobb, President.
Attest:
John H. Overall, Secretary.
St. Louis Merchants' Bridge Terminal Railway Co.
(Seal) By C. C. Rainwater, President.
Attest:
John H. Overall, Secretary.

Complainant's Exhibit No. 40.

LEASE.

St. Louis Merchants' Bridge Company to Madison, Illinois and St. Louis Railway Company. Dated August 1, 1893.

Lease of Bridge, Etc., for Forty Years from August 1, 1893.

This indenture, made this first day of August, one thousand eight hundred and ninety three, by and between the St. Louis Merchants' Bridge Company, a corporation created, organized and existing under and by virtue of the laws of the State of Illinois, and by an act of Congress entitled "An act authorizing the construction of a bridge over the Mississippi River at St. Louis, Missouri," approved February 3, 1887, authorized to build the bridge herinafter described, and hereinafter called the "lessor company," party of the first part, and the Madison, Illinois and St. Louis Railway Company, a corporation created, organized, and existing under and by virtue of the laws of the state of Illinois, and herein after called the "lessee company," party of the second part, witnesseth:

First. That the said lessor company has demised and let, and by these presents does demise and let, unto

the said lessee company, all right, title, interest, property, possession, claim and demand of the lessor company in and to the bridge, and the approaches thereto, whether made or to be made, acquired or to be acquired, over and across the Mississippi River from a point in the City of St. Louis at or near Ferry street, to a point opposite thereto in the county of Madison, State of Illinois, together with all the appurtenances thereof, and the lands, tenements, hereditaments, and fixtures of said lessor company, and all its property, rights, privileges, leases, leaseholds, interests, estates, rights of way, and franchises, of any and every kind and description, which it now has or owns, or may hereafter acquire, and the sole and entire right to the use thereof, including the right to other persons and corporations to use the said bridge; and receive for its own benefit and as its own property all tolls and rents for such use by such other persons or corporations; provided that all railroad companies desiring the use of said bridge shall have and be entitled to equal rights and privileges relative to the passage of railway trains over said bridge, and over the approaches thereto, as may be enjoyed by the lessee company, upon payment of such compensation for such use as may be agreed upon between the lessee company and said railroad companies.

To have and to hold the same, with all the rights and privileges incident thereto, unto the said Madison, Illinois and St. Louis Railway Company, and its successors and assigns, for and during the term of forty years from the date thereof.

Second. The lessee company covenants and agrees with the lessor company to pay as rental for the premises hereby demised:

1. The interest, as the same shall fall due on the bonds of the lessor company, of the series amounting to $2,000,000, secured by its mortgage to the Farmers' Loan and Trust Company of New York, dated February 1, 1889, and to pay said interest at the rate and at the time and place therein specified. The moneys for

the payment of said interest on said bonds shall, in each instance, be deposited with the Farmers' Loan and Trust Company of New York, or its successor, at least fifteen days before the same shall become due.

2. All taxes, assessments, and other like charges, laid or imposed upon the corporate property and franchises of the lessor company, and upon the premises hereby demised, or any party thereof, or upon the revenue or earnings of the same, during the term hereby created.

3. Three-fourths of the net income that the lessee company may derive from the use and operation of said bridge, including all sums received by the lessee company from other persons and corporations, for transporting the cars, freight and passengers of such other persons or corporations over said bridge by the said lessee company, after deducting the amount of interest paid by the lessee company upon the bonds of the lessor company herinbefore described, and all hereinbefore agreed to be paid by the lessee company and all costs and expenses of maintaining and operating said bridge; the three-fourths of said net income, so far as the same has been received, to be ascertained and paid to the lessor company, on or before the first days of August and February, after the same has been received.

4. The lessee company shall and will maintain and keep the premises hereby demised, and every part thereof, in good condition and make all necessary repairs and renewals of the same, and operate and use the same for the purposes for which the lessor company holds the same; and shall and will indemnify and save harmless the lessor company from any and all claims for damages arising out of such operation and use.

Third. In case of default by the lessee company in any of the matters or things herein contained or provided for, and the continuance of such default for sixty days, the lessor company shall have the right to enter upon, all and singular the premises hereby demised,

and the same to repossess and enjoy in the same manner as if these presents had not been made.

In Witness Whereof, the said parties have caused their respective corporate seals to be to these presents affixed, and the same to be subscribed by their respective presidents and secretaries, the day and year first above written.

(Seal) St. Louis Merchants Bridge Company,
By August B. Ewing, President.
John Greenough, Secretary.

(Seal) Madison, Illinois and St. Louis Ry Co.,
By Charles D. McLure, President.
John H. Overall, Secretary.

Complainant's exhibit No. 41.

AGREEMENT.

Union Depot Company of St. Louis and Atlantic and Pacific Railroad Company, Terre Haute and Indianapolis Railroad Company, Indianapolis and St. Louis Railroad Company, St. Louis and Southwestern Railway Company (Consolidated), and Ohio and Mississippi Railway Company.

Dated ———, 1874.—

Construction and Use of Union Depot.

Whereas, By their certain contract heretofore executed, it was agreed by and between the Atlantic and Pacific Railroad Company, the Terre Haute & Indianapolis Railroad Company, the Indianapolis & St. Louis Railroad Company, the St. Louis & Southeastern Railroad Company (consolidated), the Ohio & Mississippi Railway Company, and Samuel Gaty, William H. Clement, James H. Britton, William Taussig and their associates, in consideration of the necessity for the construction and maintenance of a union depot in the City of St. Louis, from and to which the passenger trains of all railroads terminating in St. Louis, or entering the same over the tracks of the bridge and tun-

nel, may run, and also of the large outlay of money required for the construction and maintenance thereof and the necessary appurtenances thereto, that as soon as a Union Depot Company should be organized and incorporated under the laws of the State of Missouri ,and not less than five hundred thousand dollars ($500,000) of the capital stock thereof subscribed in good faith, they, the several above named contracting railroad companies, would obligate themselves to pay, and would pay, in monthly payments, commencing as soon as said depot is ready for use, and the tracks connecting with the bridge and tunnel are completed, to said Union Depot Company, an annual rental for the use of said depot, amounting to interest at ten (10) per cent on the total ascertained outlay for the actual cost of said depot and appurtenances, and also their proportionate shares of the taxes, insurance and expenses thereof, such rental, taxes and expenses to be ratably assessed against said several contracting railroad companies.

And Whereas, In accordance with the terms of said contract, the Union Depot Company of St. Louis has been organized and incorporated under the laws of the State of Missouri.

And whereas, the full sum of five hundred thousand dollars ($500,000) of the capital stock thereof has been subscribed in good faith, and large expenditures of money have been already made, and large indebtedness incurred by said Union Depot Company of St. Louis, in the purchase and leasing of ground, and in the purchase of other property and material, and in other preparations for the construction of said depot, all having been approved by said several contracting railroad companies.

And whereas, For the protection of all the parties hereto, it is important that the rights, duties, and liabilities of each as to the whole subject matter of said depot, its appurtenances, use, care, control, ren-

tal, taxes, expenses, renewals, and repairs, shall be stated and defined.

Now, therefore, It is agreed by and between said Atlantic & Pacific Railroad Company, the Terre Haute & Indianapolis Railroad Company, the Indianapolis & St. Louis Railroad Company, the St. Louis & Southeastern Railway Company (consolidated), and the Ohio & Mississippi Railway Company, each acting for itself independently, and said Union Depot Company of St. Louis ,as follows:

First. That the said Union Depot Company of St. Louis shall proceed with all reasonable dispatch to acquire by purchase, or lease, all necessary ground on which to erect said depot buildings and appurtenances, and all necessary ground for switching, siding, storing, etc., etc., and to erect and construct the said depot building and appurtenances, yards, tracks, etc., and to prepare the same for use.

Second. The grounds to be acquired by the said Union Depot Company of St. Louis either by purchase or lease for the use of the railroads as aforesaid, and the form, character and cost of the buildings to be erected, shall all be subject to the approval of the governing board, hereinafter provided for, or a majority thereof.

Third. Said several railroad companies, parties hereto, agreed to pay to said Union Depot Company of St. Louis an annual rental for the use of said depot, amounting to ten (10) per cent interest on the total ascertained outlay for the actual cost of said depot, including ground, buildings, tracks, sidings, switching yards, connections and all needful appurtenances, and in addition thereto, the expense of operating and maintaining the same, and of all repairs thereto; provided that said rental, exclusive of taxes and all current expenses in maintaining said depot and appurtenances, shall not exceed twenty thousand ($20,000) per annum for any one of said railroad companies parties hereto.

Provided, also, That the total outlay for and cost of said depot and appurtenances shall not, except with the consent of the several railroad companies, parties hereto, exceed the sum of one million dollars ($1,000,000): provided further that all rentals for use of said depot and appurtenances, derived from railroad companies not parties hereto, and all rentals or receipts for use of said depot, from any source whatever, shall be applied as a credit to reduce the amount to be paid as rental by the several railroad companies, parties hereto.

Provided, also, That the basis of said adjustment shall be as follows: That is to say, each railroad company using said depot, whether party hereto or not, shall pay such proportion of the whole of said interest and expense as its business in said depot shall bear to the whole of the business done in said depot, after such rentals or receipts as are derived from other than train use have been deducted therefrom.

The determination and adjustment of the relative proportion of use by the various railroad companies, whether parties hereto or not, and the settlement of all controversies arising among them shall vest in the governing board or committee hereinafter provided for.

Each railroad company shall be assessed by the said Union Depot Company for its proportion of said rentals, taxes, expenses of repairs, leasehold charges, maintenance and all other incidental expenses and shall pay the same monthly, not later than the fifteenth (15th) day of the month succeeding the month for which payment is due.

Said payments shall be made on drafts of the treasurer of the Union Depot Company of St. Louis, on the several railroad companies using the depot. Any failure on the part of any railroad company to pay its assessment as aforesaid shall work a forfeiture of its right to the use of said depot.

Fourth. The railroad companies parties hereto shall appoint a governing board of which one member shall be appointed by each of said companies.

The management of the depot, so far as relates to passenger service in the depot, and upon the grounds and tracks belonging thereto, shall be in charge of a superintendent, who, together with ticket agent and baggage master, shall be appointed by the Union Depot Company, subject to the approval of the governing board aforesaid, and who shall be removed by the said Union Depot Company on the written request of two or more members of said governing board who shall not be required to assign any reason for said removal. Said superintendent, ticket agent, and baggage master, shall, in the performance of their duties connected with the passenger service, be governed by such regulations as may from time to time be established by said governing board and approved by the president of the Union Depot Company.

Sixth. The salaries of said superintendent, ticket agent and baggage master shall be fixed by said Union Depot Company, subject to the approval of said governing board, and the compensation of other agents and employes shall not be higher than is paid by railway companies in the vicinity for similar service.

Seventh. The said Union Depot shall be used by said railroad companies, parties hereto, for all their passenger trains destined for or departing from St. Louis; and all railroad companies using said depot shall run all their passenger trains to and from said depot, unless otherwise expressly permitted by said governing board.

Eighth. The said Union Depot Company shall at all times keep and maintain said Depot, its grounds, yards, tracks, switches, and all appurtenances in good order and repair, and shall protect its depot buildings and improvements by adequate insurance against loss by fire; and the cost of such insurance shall be considered a part of the current expenses of maintaining and operating said depot.

Ninth. The ascertaining the actual cost of said depot and appurtenances as herein provided, interest at

ten per cent per annum in semi-annual installments on all disbursements therefor, from the time when made, to the period when payments of rental shall commence, shall be considered part of said outlay for actual cost, and shall be so estimated.

Tenth. Payments as herein provided shall commence so soon as said depot is ready for use, and the connection tracks with the bridge and tunnel are completed.

Eleventh. The railroad companies, parties hereto, shall have the right, at any time after fifteen (15) years from the date hereof, to purchase from said Union Depot Company said depot, and the grounds and property therewith connected, on payment of the cost price thereof, ascertained and authorized as aforesaid.

Twelfth. The said Union Depot Company shall proceed, without delay, to erect and provide the temporary passenger accommodations required and indicated by the parties of the first part in their resolution of instruction adopted on the 9th instant, for use until the permanent Union Depot is ready for use; the total cost of which shall be considered, for all purposes, as part of the cost of said permanent Union Depot.

A limited rent predicated upon the cost thereof, shall be paid monthly to said Union Depot Company for the use of said temporary accommodation by the railroad companies using the same, the amount of which shall be determined by the governing board hereinbefore provided for, and the president of the Union Depot Company, and which rent when paid shall be a credit upon the ten per cent annual rental hereinbefore provided for.

In testimony whereof, The said several railroad companies, parties of the first part, and said Union Depot Company of St. Louis, party of the second part, have caused these presents to be executed, signed by their presidents and attested by their secretaries, re-

spectively, under their common seals, this ..... day of ....., A. D. 1874.

Atlantic & Pacific Railroad Company.
By Andrew Pierce, President.
Terre Haute & Indianapolis Railroad Company,
By W. R. McKeen, president.
Indianapolis & St. Louis Railroad Company.
By E. W. Woodward, President.
St. Louis & Southeastern R. R. Company (Consolidated).
By E. F. Winslow, President.
Ohio & Mississippi Railway Company.
By D. Torrance, President.

Complainant's exhibit No. 42.

AGREEMENTS.

Terminal Railroad of St. Louis and Terminal Railroad of East St. Louis, with the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, dated March 3, 1880. For use and operations of Terminal Railroads of St. Louis and East St. Louis.

This agreement, made and entered into this 3rd day of March, A. D. eighteen hundred and eighty (1880), by and between the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis, severally, corporations created, organized and existing under and by virtue of the laws of the State of Missouri and Illinois respectively, parties of the first part, and the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, severally, corporations created, organized and existing under and by virtue of the laws of the State of Missouri, parties of the second part.

Witnesseth, That, whereas said parties of the first part have acquired and propose to acquire certain parcels of ground in the cities of St. Louis, in the State of Missouri, and East St. Louis, in the State of Illinois,

intending thereon to lay railroad tracks, to be connected with the tracks of various railroads entering said cities of St. Louis and East St. Louis, and with the tracks of the Union Railway and Transit Company of St. Louis and the Union Railway and Transit Compny of Illinois, operated by the said parties of the second part as lessees thereof, which said parcels of ground, said parties of the second part, desire to lease and when improved for that purpose, to operate in connection with said railroad tracks:

Now, therefore, It is agreed by and between the parties hereto, that said parties of the first part shall make further purchase of ground, and shall grade, otherwise prepare for use and lay tracks on the ground already acquired and yet to be acquired, so that the same may be ready for use, with such wagonways along and between said tracks as may be necessary, such purchase of ground to be made, and such grading, improvements, track laying, etc., etc., to be done and such only, as may be required by said parties of the second part; provided, that the amount which said parties of the first part respectively shall be required to expend hereunder, for all said purposes of purchase of ground, improvement of the same, track laying thereon, etc., etc., shall be limited to the sum of two hundred and fifty thousand dollars ($250,000) by the said Terminal Railroad of St. Louis, and to the sum of one hundred thousand dollars ($100,000), by the said Terminal Railroad of East St. Louis, except as may be hereafter agreed between the parties hereto.

It being the intention of the parties hereto, that within the aforesaid limits of cost, said parties of the first part shall purchase and improve ground, and lay down and extend tracks thereon, to provide terminal railroad track facilities in said cities of St. Louis and East St. Louis, in all respects and to such extent as shall be directed by the said parties of the second part, by their boards of directors, and in writing by their presidents, vice-presidents and secretaries, it being understood that the parties of the second part shall not

be required to erect buildings on said ground, except as may be hereafter agreed between the parties hereto.

In consideration whereof, said parties of the second part, covenant and agree to pay to said parties of the first part, by way of rental, eight (8) per cent per annum on the entire expenditure and outlay of every kind, made by said parties of the first part, in purchasing said ground, and in grading, improving, track laying, etc., etc., hereinbefore provided for, and in addition thereto, to repay any outlay by way of lease money, rental, or other expenses, incurred in rental or other payments for property needed for the purposes of this agreement, and which may not be otherwise acquired. Said rental shall be paid quarterly, to the persons designated by said parties of the first part and at the place by him designated in the said City of St. Louis, on the first day of January, April, July and October, in each and every year during the period of this agreement, and of the lease hereinafter provided for. And the capital amount on which said rental shall be computed and paid as aforesaid, shall be the aggregate amount of all authorized expenditures incurred by said parties of the first part prior to said dates respectively as herein provided, for the purchase of ground, grading, improving, track laying, etc., etc., in addition to said eight (8) per cent per annum and said repayment of rental and other expenses, if any, said parties of the second part shall allow any pay to said parties of the first part, annually, the sum of five hundred dollars ($500) to defray the expense of maintaining their corporate existence, and the payment of contingent expenses connected therewith.

It is also understood and agreed, that said parties of the second part are to provide and pay all charges and expenses of every kind for renewals, repairs and maintenance of said grading, improvements of whatever kind, tracks, etc., etc., herein provided for, on the ground of said parties of the first part or elsewhere, and all costs charges and liabilities of every kind, of

said parties of the first, part and all assessments, taxes and charges of every kind, general and special, on said ground, improvements, tracks, etc., etc., and all other expenses whatsoever, and shall defend, and save harmless from all suits and actions that may be instituted against said parties of the first part, and pay and discharge fully all costs, expenses and damages incurred in, or arising out of the same, so that there shall be paid to said parties of the first part said annual rental of eight (8) per cent in full without deduction or abatement, for any cause whatever; it is further understood and agreed, that all ground already purchased and to be acquired hereunder, by said parties of the first part, and all tracks laid thereon, with all grading and improvements thereon, shall be for the exclusive use of said parties of the second part, and that no part of the same shall be sold, alienated, leased or in any other way used or disposed of, except at the express request of said parties of the second part; and all rentals or income arising from the property acquired by the parties of the first part during the period of this agreement shall be collected, and belong to, the parties of the second part.

Accurate plats shall be prepared without delay, in duplicate showing the property acquired and to be acquired hereunder, and the tracks to be laid, and all work done hereunder, which plats shall from time to time, as the work progresses, be corrected and one copy thereof shall be in the possession of each of the parties hereto.

And it is further understood and agreed by and between the parties hereto, that the use by the parties of the first part hereto, of any ground belonging to the parties of the second part or their lessors, for the purpose of laying tracks thereon, in connection with the tracks provided for herein, shall not in any way vest title to said grounds, or confer any other rights than are by this agreement intended.

It is further understood and agreed by and between the parties hereto, that on the first (1st) day of January, A. D., 1889, the parties of the second part shall

have the right to purchase all the property acquired, and all the improvements made, in accordance with the provisions hereof, together wtih the franchises of said parties of the first part, paying therefor to said parties of the first part, the entire actual cost of and outlay therefor, and in addition thereto, any rent then due thereunder. If said parties of the second part desire and determine to exercise the right to make said purchase, they shall give notice thereof to said parties of the first part, in writing, at least three (3) months prior to said first day of January, A. D., 1889. The right to purchase above provided for, if not exercised on said first (1st) day of January, A. D., 1889, shall recur on the first (1st) day of January, A. D., 1899, to be exercised on the same terms, as to price, time of notice, and in all other respects; and if not then exercised, shall again recur on the first (1st) day of January, A. D., 1909, on the same terms, and so on, recurring, if not theretofore exercised on the first (1st) day of January, in every tenth year during the continuance of this agreement.

This agreement in all its parts, shall be, and continue of binding force and effect for the full term of ninety-nine (99) years from its date, and shall be renewable upon the terms and conditions in it stated, at the option of either the first or second parties, for a further term co-extensive with the corporate existence of the parties and any enlargement, extension, or renewal thereof; subject, however, to the right to purchase said property, improvements and tracks hereinbefore provided for; and subject, also, to the provisions hereinafter contained concerning the lease or leases to be hereafter executed.

If said parties of the second part shall at any time fail to pay any installment or rental hereinbefore reserved to be paid, or any advance made by said parties of the first part, for rent or lease money as hereinbefore provided, or to pay the assessments, taxes, charges, cost of maintenance, renewals, costs, and liabilities of every kind incurred hereunder as herein stipulated, and as, and when herein required to be paid,

and said sum of five hundred dollars ($500), hereinbefore provided for, as and when required to be paid, or within thirty (30) days hereafter, then the said parties of the first part may repossess themselves of the property aforesaid, and put an end to this agreement, and the said parties of the second part shall, on demand, forthwith vacate and surrender the same to the parties of the first part.

It is further understood and agreed by and between the parties hereto that on the first day of January, A. D., 1881, or as soon thereafter as either of said parties may desire, the whole amount of the proposed investment being then better known, the provisions of this agreement shall be embodied in a lease, to be executed between the parties, whereby the said ground so to be improved, shall be leased by said parties of the first part to said parties of the second part, for the better securing the rights of all parties, on the terms and conditions, and for the period in this agreement provided; and a similar lease or leases, covering ground thereafter acquired, and the construction therein under this agreement, shall be made between the parties hereto, when either of said parties may desire.

In Witness Whereof, Said corporation, parties of the first and second parts, respectively, have caused, each one thereof, these presents to be executed by their presidents, and attested by their secretaries, with the seals thereof, respectively, the day and year first above written in duplicate.

The St. Louis Bridge Company,
Attest: By Solon Humphreys, President
Edward Walsh, Jr., Secretary.

The Tunnel Railroad of St. Louis,
Attest: By Julius S. Walsh, President.
William Taussig, Secretary.

Terminal Railroad of St. Louis,
Attest: By J. M. Thompson, President.
James Hanna, Secretary.

Terminal Railroad of East St. Louis,
Attest: By J. M. Thompson, President.
James Hanna, Secretary.

Complainant's Exhibit No. 43.

LEASE.

Union Railway and Transit Company of St. Louis and Union Railway and Transit Company (of Illinois) to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, dated January 1, 1879.

This indenture, made this 1st day of January, A. D., 1879, by and between the Union Railway and Transit Company of St. Louis (of Missouri), and the Union Railway and Transit Company (of Illinois), severally, corporations created, organized and existing under and by virtue of the laws of the States of Missouri and Illinois respectively, (hereinafter called the lessors), parties of the first part, and the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, respectively, corporations created, organized and existing under and by virtue of the laws of the State of Missouri (hereinafter called the lessees), parties of the second part.

Witnesseth, That the said lessors hereby demise and let to the said lessees all the property and plant of the said lessors, consisting of engines, rolling stock, equipment, railroad tracks, station grounds, yards, engine houses, car sheds, shops, warehouses, leasehold interest, rights of way, easements, leases, lands, licenses and privileges, and the appurtenances thereof, together with all the rights of renewal, or extension of the same, or any part therof, by the said lessors, or either of them, now or heretofore owned, used or occupied in their business (a more particular description theerof is contained in a schedule, inventory and map hereto annexed and made part hereof) for a term of ninety-nine years from the date hereof, renewals upon the same covenants and conditions as are herein contained, at the option of either lessors or lessees for a further term co-extensive with the corporate existence of the said lessors and lessees, and any enlargement thereof, yielding and paying a yearly rental therefor equal to ten (10) per centum per annum of the par value of the

capital stock of said lessors at its present amount and the increase thereof hereinafter provided for, and also the sum of twelve hundred and fifty dollars per annum as an allowance for the maintenance of the corporate existence of the lessors. It being understood that the present amount of the capital stock of the Union Railway and Transit Company of St. Louis (of Missouri), is eight hundred and forty-six thousand four hundred dollars ($846,400.00), and the present amount of the capital stock of the Union Railway and Transit Company (of Illinois), is ninety-nine thousand dollars ($99,000.00), the aggregate amount of the capital stock of both said companies lessors, being therefore at present nine hundred and forty-five thousand four hundred dollars ($945,400.00).

2. The said rent is to be paid in equal monthly installments on or before the tenth (10) day of each and every month of the existence of this lease, and any renewal or extension thereof, to the treasurer of the lessors, in the city of St. Louis, in the state of Missouri and at the place designated by said treasurer. The first payment shall be made on or before the tenth day of February, A. D., 1879.

3. The lessees are to pay all taxes and assessments hereafter becoming due and payable on the property hereby leased, and hereby assume and covenant to pay and discharge all installments of rent and other charges hereafter falling or becoming due and payable by said lessors, or either of them, for the use and occupancy of any part of the property hereby leased, by or under existing leases or contracts, and also all indebtedness, obligations, and damages to any other person or party with which said lessors may hereafter be finally charged, arising out of the construction, use occupation or enjoyment of the realty hereby leased, and being such as are properly chargeable to capital account of said lessors, including the legal expenses of contesting said indebtedness, obligations, and damages, and also hereby assume all contracts for supplies or material now in force or obligatory on said lessors or either of them.

The lessees are also during the existence of this lease and any renewal thereof, to keep and maintain all roadbed, railroad tracks, and other realty hereby leased, with the appurtenances thereof, in first class order, and in all respects in as good condition as when received by them, and are to make all such additions thereto and renewals thereof as may be necessary for that purpose, and also are to replace all broken, damaged and worn-out rolling stock, and equipment with other like rolling stock and equipment of as good quality and in as good condition as that received by them, and are to make all such additions thereto and renewals thereof as may be necessary for that purpose.

The lessees are also during the existence of this lease or any renewal thereof to keep the property hereby leased insured against loss or damage by fire at their own cost, in an amount satisfactory to the lessors and not less than the amount of insurance at any time heretofore carried thereon by the lessors. Said insurance shall be in the name of the lessees, and the proceeds thereof, when collected, shall be used by the lessees in the restoration of such part of the property hereby leased as shall have "been lost or damaged by fire; and all such new property shall be deemed and taken as part of the property hereby leased."

The lessees are to have the option every tenth (10th) year of the existence of this lease and any renewal or extension thereof of purchasing the property leased at a price equal to the par value and ten per centum premium of the capital stock of both of said lessors at the time outstanding in addition to any rent then due hereunder. Such option shall be expressed by a written notice at least three months previous to the expiration of such tenth (10th) year.

5. The said lessors may increase their capital stock beyond its present amount of nine hundred and forty-five thousand four hundred dollars ($945,400.00) by such amounts only as shall equal the amount of the indebtedness, obligations, and damages herein above specified, which shall not have been heretofore capi-

talized by said lessors, or shall not be paid by said lessees under the foregoing provisions hereof.

6. The property leased is to be at all reasonable times open to the inspection of said lessors and their agents.

7. In case the lessees shall at any time fail to pay any installment of rent herein reserved, as and when herein required to be paid, or to perform any other of the terms and conditions hereof, as and when herein required to be done then the said lessors, may at once enter upon and repossess themselves of the property hereby leased and may put an end to this lease, and the lessees shall upon demand forthwith surrender the same to the lessors.

8. In case of any and every dispute between the lessors and the lessees arising out of or under this lease, or any renewal or extension thereof, the matter is to be submitted to arbitration. Either of the two parties may name one arbitrator by notice in writing to the other, and the other shall thereupon and within ten days thereafter name another arbitrator, and the two thus named shall select a third. All of the arbitrators shall be disinterested persons and other than holders of securities or stock issued by either of the parties hereto, or creditors of either of them. The award of a majority of the arbitrators shall be binding. The arbitrators shall proceed upon such notice to the parties as shall seem to them reasonable. In case of the default of either of the parties for ten (10) days after notification as aforesaid to name an arbitrator or to proceed with the arbitration, an award may be made against the defaulting party by the arbitrators or arbitrator then duly named as above provided, which, in the form of a money award shall be deemed and taken to be the liquidation of the amount of damages as between the parties hereto in respect to the matter in dispute.

9. In case of any disability, legal or otherwise, of either of the lessees to enter into this lease and to take and hold the estate and rights herein granted, then the to the other of them and the covenants and agreements same shall be deemed and taken to have passed wholly

herein contained on the part of the lessees shall be deemed and taken to have been made by the one so taking the estate as principal and by the other as surety.

10. The lessors are to keep up and maintain their several corporate existences during the term of this lease and any renewal or extension therof, using therefor the said twelve hundred and fifty dollars ($1250.00) hereinbefore provided to be paid by the lessees, and otherwise, at their own proper cost and charges, and said lessees shall have the right, if so advised, to institute, prosecute and maintain, in the name of said lessors, or either of them, but at their own proper cost and charges, any and all proceedings, judicial or otherwise, which may in their judgment be necessary for the acquisition of land or other property required for the proper administration of their business. Any land or other property so acquired in the name of said lessors, or either of them, shall be held by said lessors in trust for said lessees and subject to the full use, enjoyment, and exercise of the power of disposition of the same by them in their own discretion, without rent or other charge, provided always that said lessees shall at all times fully indemnify and save harmless the said lessors from all costs, charges, and damages by reason of such proceedings, acquisitions, or use and enjoyment of the same or any part thereof.

11. In the transaction of the business of carrying freight and passengers over the property hereby leased, or any part thereof, the lessees may describe themselves as lessees under this lease, but shall not otherwise use the names of said lessors or either of them, except as above provided.

In Witness Whereof, The said parties of the first and second part, have severally caused their respective corporate seals to be affixed to these presents and the same to be subscribed by their respective presidents

and secretaries, the day and year first above mentioned, in duplicate.

The Union Railway and Transit Company of St. Louis (of Missouri),
By W. H. Clement, its President.
Attest: With the seal of the Company:
J. M. Thompson,
Secretary of the Union Railway and Transit Company of St. Louis (of Missouri).
The Union Railway and Transit Company (of Illinois).
By W. H. Clement, its President.
Attest: With the seal of the Company:
J. M. Thompson,
Secretary of the Union Railway and Transit Company (of Illinois.)
The St. Louis Bridge Company.
By Solon Humphreys, its President.
Attest: With the seal of the Company:
Edward Walsh, Jr.,
Secretary of the St. Louis Bridge Company.
The Tunnel Railroad of St. Louis,
By Julius S. Walsh, its President.
Attest: With the seal of the Company:
Wm. Taussig,
Secretary of the Tunnel Railroad of St. Louis.

Complainant's Exhibit No. 44.

LEASE.

St. Louis Bridge Company and Tunnel Railroad of St. Louis to the Wabash, St. Louis & Pacific Railway Company and Missouri Pacific Railway Company. Dated July 1, 1881.

This indenture, made this 1st day of July, one thousand eight hundred and eighty-one, by and between the St. Louis Bridge Company and the Tunnel Railroad Company of St. Louis, both corporations created, organized and existing under and by virtue of the laws of the State of Missouri, and hereinafter called the

lessor companies, parties of the first part, and the Wabash, St. Louis & Pacific Railway Company and the Missouri Pacific Railway Company, corporations created and existing under and by virtue of the laws of the States of Ohio, Indiana, Illinois and Missouri, hereinafter called the lessee companies, parties of the second part, witnesseth:

First. That the said lessor companies have demised and let, and by these presents do demise and let unto said lessee companies, all the right, title, interest, property, possession, claim, and demand of them, the said lessor companies, and each of them, of, in and to the bridge over the Mississippi river and the approaches thereto, in the cities of St. Louis, Missouri, and East St. Louis, Illinois, and the tunnel and railroad tracks in the said cities, and the lands, tenements, hereditaments and appurtenances, buildings, fixtures, machinery, furniture and equipment thereunto belonging, or in any wise appertaining, now owned or used by said lessor companies in their proper business, for and during the term of the corporate existence of said lessor companies, and of each of them, and of any and all renewals and extensions of such corporate existences, commencing the first day of July, one thousand eight hundred and eighty-one, and, also have assigned and transferred, and hereby do assign and transfer to said lessee companies, all and singular, the rights, interests, terms of years and estates of said lessee companies, or either of them, given or secured by virtue of the lease and agreement, dated 1st February, 1879, made by and between the Union Railway and Transit Company of St. Louis (of Missouri) and the Union Railway and Transit Company (of Illinois), and the said lessor companies, and the lease and agreement dated March 3rd, 1880, made by and between the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis, and the said lessee companies, and all other leases, contract or agreements, entered into or held by said lessor companies, or either of them, for the use and enjoyment of any property,

real or personal, in connection with or appurtenant to said bridge and its approaches, and said tunnel and railroad tracks, or any part thereof, all of which said leases, contracts and agrements, the said lessee companies hereby assume and hereby, jointly and severally, covenant, promise and agree to and with the said lessor companies, that they will at all times hereafter, do, keep and perform all acts, matters and things in and by such leases, contracts and agreements, required to be done, kept or performed by said lessor companies or either of them.

2. The said lessee companies, jointly and severally, covenant and agree to and with said lessor companies, to pay as and for the rental of the premises hereby demised:

1. The interest and principal, as the same shall respectively fall due, of the bonds of said St. Louis Bridge Company, of the series amounting to $5,000,000, secured by its mortgage to J. C. Rogers and C. E. Tracy, dated 1st April, 1879, and to pay said interest at the rate and at the time and places therein specified.

2. To the holders of the $2,490,000 first preferred capital stock of the said St. Louis Bridge Company, dividends at the rate of five dollars a share in each year for the three years, ending 1st January, 1885, and thereafter at the rate of six dollars a share in each year, the first half-yearly installment to be paid to 1st day of July, 1882. To the holders of the $3,000,000 second preferred capital stock of said St. Louis Bridge Company, dividends at the rate of three dollars a share in each year, the first half-yearly installment to be paid on the 1st day of July, 1884. To the holders of the $1,250,000 capital stock of said Tunnel Railroad Company of St. Louis, dividends at the rate of six dollars a share in each year, the first half-yearly installment to be paid on the 1st day of January, 1882. All of such dividends to be paid in gold coin of the United State of America of the present standard weight and fineness, and half-yearly, on the 1st day of January

and July in each year, in the city of New York, free and clear of all taxes or other charges. The moneys for the payment of interest and principal of said bonds and said dividends, in each instance shall be deposited by said lessee companies with Messrs. Drexel, Morgan & Co., of the City of New York, Bankers, or their satisfactory successors, at least fifteen days before the same shall become due.

3. All taxes, assessments and other like charges laid or imposed upon the corporate property and franchises of said lessor companies, and of each of them, and upon the premises hereby demised, or any part thereof, or upon the revenues or earnings of the same during the term hereby created.

4. And also to said lessor companies the sum of twenty-five hundred dollars in each year of the term hereby created, together with such further sum as may be required for expenses of advertisement, publication of notices, making reports to the government, and other line matters required by law of said lessor companies or either of them.

Third. That the said lessee companies covenant and agree to and with said lessor companies, that they will at all times hereafter provide for the use of the said lessor companies at the City of St. Louis, in the State of Missouri, a proper and sufficient place for the principal office of said lessor companies, where meetings of their directors and stockholders may be held, their business transacted, and their records, books and documents safely kept, and also that the said lessee companies will pay the proper and necessary expenses of the fical agency of said lessor companies, as heretofore established, and also of maintaining a proper and suitable agency at the City of New York, at all times hereafter, for the transfer of shares of stock of said lessor companies, and also that they will by proper writings authorize, constitute and appoint suitable agents at the said City of New York, to endorse upon the certificates of stock of said lessor companies, at the request of the holders thereof, and

in their names and on their behalf, to execute a memorandum of the guarantee of dividends hereinbefore mentioned, substantially as follows:

In the case of the first preferred stock of said St. Louis Bridge Company:

For value received, the Wabash, St. Louis & Pacific Railway Company and the Missouri Pacific Railway Company, jointly and severally, guarantee to the holder hereof, the payment of dividends upon the stock represented by this certificate at the rate of five dollars a share in each year for the three years ending 1st January, 1885, and thereafter at the rate of six dollars a share. The first half-yearly installments to be paid 1st July, 1882. Such dividends to be paid half-yearly in the city of New York, on the first days of January and July in each year, in gold coin of the United States of America.

The Wabash, St. Louis & Pacific Railway Company
and The Missouri Pacific Railway Company,
By Their Agents.

And in the case of the second preferred stock of said St. Louis Bridge Company:

For value received, the Wabash, St. Louis & Pacific Railway Company and the Missouri Pacific Railway Company, jointly and severally, guarantee to the holder hereof, the payment of dividends upon the stock represented by this certificate, at the rate of three dollars a share in each year. The first half yearly installment to be paid 1st July, 1884. Such dividends to be paid half-yearly in this City of New York, on the first days of January and July in each year, in gold coin of the United States of America.

The Wabash, St. Louis & Pacific Railway Company
and the Missouri Pacific Railway Company,
By Their Agents.

And in the case of the stock of the Tunnel Railroad Company of St. Louis:

For value received, the Wabash, St. Louis and Pacific Railway Company and the Missouri Pacific Railway Company, jointly and severally, guarantee to the holder hereof, the payment of dividends upon the stock represented by this certificate, at the rate of six dollars per share in each year. The first half-yearly installment to be paid 1st January, 1882. Such dividends to be paid half-yearly in the City of New York, on the first days of January and July of each year, in gold coin of the United States of America.

The Wabash, St. Louis & Pacific Railway Company
and The Missouri Pacific Railway Company,
By Their Agents.

Fourth. That the said lessee companies shall and will maintain and keep the premises hereby demised and every part thereof in good condition, and at their own expense make all necessary repairs and renewals of the same, and operate and use the same for the purposes for which the said lessor companies hold the same, and shall and will indemnify and save harmless the said lessor companies of and from all claims from damages arising out of such operation or use, and shall and will take over all the assets and all the liabilities of said lessor companies and each of them, as the same shall exist on the said day of July, 1881.

Fifth. That in case of default by said companies in any of the matters or things herein contained or provided for, and the continuance of such default for sixty days, the said lessor companies shall have the right to enter upon all and singular the premises hereby demised and the same to repossess and enjoy in the same manner as if these presents had not been made.

Sixth. That the said lessor companies shall and will apply the said yearly sum of twenty-five hundred dollars to the payment of salaries of their necessary officers, and shall and will do all and singular such acts and things as may be necessary or required by law to maintain and renew or extend their respective corporate existence, the necessary expenses therof being paid by said lessee companies.

Seventh. That the said St. Louis Bridge Company shall and will procure all its $2,500,000 of common stock to be transferred to the Mercantile Trust Company of the City of New York, to be held by it in trust, with power and authority, so long as the said lessee companies shall perform their obligations under this lease, to vote by person or proxy upon said stock at any and all meetings, special or stated, of stockholders of said St. Louis Bridge Company, and upon any proposition submitted at such meeting, as shall be directed by the said lessee companies, not inconsistent with the preservation of this lease.

In Witness Whereof, The said parties have caused their respective corporate seals to be to these presents affixed and the same to be subscribed by their respective presidents and secretaries the day and year first above written.

The St. Louis Bridge Company,
Attest: By Julius S. Walsh, President.
William Taussig, Secretary.

The Tunnel Railroad of St. Louis,
Attest: By Julius S. Walsh, President.
Edward Walsh, Jr., Secretary.

The Wabash, St. Louis and Pacific Railway Company,
Attest: By S. Humphreys, President.
O. D. Ashley, 2d, Secretary.

The Missouri Pacific Railway Company.
Attest: By Jay Gould, President.
A. H. Calef, Secretary.

Complainant's Exhibit No. 45.

Agreement between the Terminal Railroad Association of St. Louis, The St. Louis Bridge Company, The Tunnel Railroad of St. Louis, The Missouri Pacific Railway Company, and the Wabash Railroad Company, being the successors in interest of the Wabash, St. Louis and Pacific Railway Company, in the lease of the bridge and tunnel companies, dated July 1, 1881, hereinafter mentioned.

This indenture, made this first day of October, in the year eighteen hundred and eighty-nine, between the Terminal Railroad Association of St. Louis, as first party, and the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, jointly, as second party, the Missouri Pacific Railway Company and the said Wabash Railroad Company, as third parties, bears witness:

Whereas, The first party is a railroad corporation, duly created and organized under the laws of Missouri by consolidation of the Union Railway and Transit Company of St. Louis and of the Terminal Railroad of St. Louis; and,

Whereas, The first party is also the owner of all the capital stock of the Union Railway and Transit Company of East St. Louis, also of the Terminal Railroad of East St. Louis; and,

Whereas, The properties of said Union Railway and Transit Companies of St. Louis and of East St. Louis were leased to said bridge and tunnel companies jointly under a certain indenture of lease bearing date the first day of January, 1879; and the properties of the Terminal Railroad of St. Louis and of East St. Louis were leased to said Bridge and Tunnel Companies under a certain indenture of lease bearing date of 3rd day of March, 1881; and,

Whereas, The properties of said Bridge and Tunnel Companies including the leasholds hereinbefore mentioned were leased to the said Missouri Pacific Railway Company and the said Wabash, St. Louis and Pacific Railway Company jointly under a certain indenture of lease bearing date July 1st, 1881; and,

Whereas, The first party has been created for the purpose of securing to the various railroad companies owning or operating railroads entering St. Louis or East St. Louis an efficient and economical method of interchanging passenger and freight traffic at the points named, and in pursuance of a plan of reorgani-

zation, said railroad companies have entered, or are about to enter, into an agreement providing for the use and enjoyment by them of the property of the party of the first part upon payment thereof, and according to such plan of reorganization it is intended that the leases heretofore made by the Union Railway and Transit Companies, also by the Terminal Railroads of St. Louis and East St. Louis, to the Bridge and Tunnel Companies, dated respectively January 1, 1879, and March 3, 1880, hereinbefore recited, may be canceled; also that the leases hereinbefore mentioned of the Bridge and Tunnel properties to the Missouri Pacific and Wabash Companies, may be assigned and transferred by the said Missouri Pacific Railway Company and by the said Wabash Railroad Company, successor in interest of the said Wabash, St. Louis and Pacific Railroad Company, to the first party; and,

Whereas, The properties of the said Union Railway and Transit Companies, also of said Terminal Railroads of St. Louis and East St. Louis, were originally acquired and were subsequently leased as aforesaid to the Bridge and Tunnel Companies in order that the same might be forever inseparably connected with and operated exclusively in connection with the properties of said Bridge and Tunnel Companies; and,

Whereas, It is desired and agreed by the parties hereto that said purpose and result may not be defeated, but, on the contrary, that the same may be strengthened and forever perpetuated; and,

Whereas, The first party, in order to provide necessary means with which to carry out said plan of reorganization and furnish proper facilities for the interchange of traffic at St. Louis and East St. Louis, proposes to issue and negotiate a series of 4½ per cent fifty-year (gold) bonds, amounting in the aggregate to $7,000,000, and to secure the same by a mortgage or deed of trust covering all the estate, real and personal, acquired and to be acquired, also the franchises and income of said first party;

Therefore, It is agreed between the parties as follows:

First. In consideration of the premises and of one dollar to it, in hand paid, the receipt whereof is hereby acknowledged, the said party of the second part, and the said parties of the third part, shall and will on demand cancel and deliver to the first party the several indentures of lease hereinbefore mentiond, dated respectively January 1, 1879, and March 3, 1880, whereby the properties of the Union Railway and Transit Companies, also the Terminal Railroads of St. Louis and East St. Louis, were leased to the Bridge and Tunnel Companies.

Second. In consideration whereof the first party hereby agrees for itself, its successors and assigns, that upon the assignment and transfer as aforesaid to the first party of the said lease dated July, 1881, of the Bridge and Tunnel Companies to the Missouri Pacific and Wabash Companies, the first party hereto shall and will punctually and fully perform and pay without diminution or charge, each and every the covenants and payments stipulated in said lease to be performed and paid by the lessees therein named, and in all respects to be bound by and perform the conditions of said lease as if the first party hereto had been originally named as lessee in said lease; also that the several payments of principal and interest on bonds and of dividends on stock which are payable as rental under said lease shall become, and the same are hereby declared to be, a first charge and lien upon all the income of the first party hereto, and the payment of said rental to said Bridge and Tunnel Companies shall have precedence over any and all other payments, rentals or otherwise, except interest on said 4½ per cent bonds, which said party of the first part may incur in connection with said reorganization.

The said party of the first part further agrees when the certificates for the first and second preferred stock of the St. Louis Bridge Company, and for the stock of the Tunnel Railroad of St. Louis are surrendered

for transfer into new certificates, that it will endorse thereon a guarantee of dividends the same as by said lease of July 1, 1881, it is provided, shall be endorsed thereon by Wabash, St. Louis and Pacific Railway Company and Missouri Pacific Railway Company. And said party of the first part covenants, promises and agrees to and with the several persons and parties who shall receive and at any time thereafter hold such new certificates bearing its guaranty, that at no time hereafter shall any alteration or modification be made of the terms of said agreement between it and said railroad companies, whereby the payment to be made by said railroad companies for the use and enjoyment by them of its property shall be reduced or diminished below what shall be necessary for the prompt payment of said dividends so guaranteed by it; and that upon default in payment of any of said dividends said persons and parties being holders of certificates bearing said guaranty of said party of the first part, shall at once be and become entitled to enforce either in its or their own names and by appropriate procedings at law or in equity or otherwise, any and all liability of said railroad companies, or either of them, to said party of the first part under said agreement, and all amounts at the time payable under said agreement or thereafter becoming due under its terms to said party of the first part shall be and become appropriated for the satisfaction of any such dividends remaining unpaid.

And the said party of the second part, in consideration of the premises and of the assumption by the party of the first part hereto, of all the covenants and liabilities of the Missouri Pacific Railway Company, and of the Wabash, St. Louis and Pacific Railway Company, and its successors in interest, as aforesaid, in and under lease dated July 1, 1881, doth hereby consent to the assignment and transfer to said party of the first part of the said lease of the properties of said parties of the second part, being dated July 1, 1881, and so far as they lawfully can do hereby release said parties of the third part from all future personal or individual liability as such lessees on any and all covenants therein contained.

Third. The first party also further agrees that in case the first party, its successors and assigns, shall ever become and be in default for a period of sixty days in the payment of interest upon any of the outstanding bonds of said $7,000,000 issue (or any bonds issued in renewal or substitution thereof) so that there may be danger of foreclosure of mortgage and sale of said terminal properties, said first party shall and will, on demand, execute and deliver to the second party a perpetual lease, and will thereupon, on demand, surrender to the second party immediate possession of all the properties of the first party which may be embraced in said mortgage or deed of trust, in consideration that the second party shall and will pay the interest accrued and to accrue on said 4½ per cent fifty year bonds, or any of them that may be outstanding, and shall and will further provide for the payment or extension and final payment of the principal of said bonds when the same shall become due, together with accruing interest on said bonds that may be so extended.

And the St. Louis Bridge Company, one of the parties hereto of the second part, for itself, its successors and assigns, agrees that whenever the first mortgage bonds of the St. Louis Bridge Company, of the series amounting to $5,000,000, secured by its mortgage to J. C. Rogers and C. E. Tracy, dated the first day of April, 1879, shall mature or become due and payable, it will, for the purpose of providing for the taking up or the payment of the principal of the said bonds and on request of the party of the first part hereto, from time to time, make issue and deliver such other mortgages and bonds of the same amount, bearing such rate of interest not exceeding 7 per cent per annum, and payable at such time and secured by the same property as is embraced in the mortgage to secure the bonds so to be taken up or paid, as may be deemed desirable by the party of the first part; but this provision shall not be construed to release the party of the first part from its obligation to pay or to provide for the payment of the said bonds secured by the said mortgage of April 1, 1879.

Fourth. The said party of the first part further agrees that the 4½ per cent fifty year bonds to be issued by it and the mortgage securing the same, shall contain provisions adequate and sufficient for the preservation and exercise of the rights hereinabove preserved and granted to said parties of the second part, and that the same shall in all respects be subject to the terms and conditions of these presents.

In testimony Whereof, The parties have caused this agreement to be executed as of the day and year hereinbefore first written.

Terminal Railroad Association of St. Louis,
By Wm. Taussig, President.
Attest: James Hanna, Secretary.
The St. Louis Bridge Company,
By Julius S. Walsh, President.
Attest: V. W. Fisher, Assistant Secretary.
The Tunnel Railroad of St. Louis,
By Julius S. Walsh, President.
Attest: V. W. Fisher, Assistant Secretary.
Missouri Pacific Railway Company,
By Jay Gould, President.
Attest: A. H. Calef, Secretary.
Wabash Railroad Company,
By A. D. Ashley, President.
Attest: J. C. Otteson, Secretary.

Complainant's Exhibit No. 46 is in words and figures following, to-wit:

AGREEMENT

For Re-organization of St. Louis Terminals.

This Agreement, Made this first day of October, in the year eighteen hundred and eighty-nine, between Jay Gould, of the City and State of New York, as first party, and the Missouri Pacific Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, The Wabash Railroad Company, the Terre Haute and Indianapolis Railroad Company, the St. Louis, Vandalia and Terre Haute Railroad Company

(as one Company), the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, the Ohio and Mississippi Railway Company, and the Louisville and Nashville Railroad Company, as second party, (said several companies each covenanting for itself alone and not for the other):

Bears witness:

Whereas, The companies composing the second party each owns or operates a railroad ending in East St. Louis, Illinois, or in St. Louis, Missouri, and each of said companies is interested in securing an efficient and economical system of handling freight and passenger traffic at the places named, including transfer over the river and through the tunnel; and,

Whereas, The present terminal facilities at the places named are owned by the Union Depot Company, of St. Louis, the Union Railway and Transit Company of St. Louis, the Union Railway and Transit Company of East St. Louis, the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis; and,

Whereas, The property of the Union Depot Company of St. Louis is being used by the railroad companies, parties of the second part, for their passenger business; and,

Whereas, The properties of the Union Railway and Transit Company of St. Louis and of East St. Louis; also of the Terminal Railroad St. Louis and of East St. Louis, have been leased to the Bridge and Tunnel Companies under certain indentures of lease, bearing date respectively January 1st, 1879, and March 3rd, 1880.

Whereas, The properties of the Bridge and Tunnel Companies, including leaseholds hereinbefore mentioned, were leased to the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company under an indenture of lease bearing date of July 1st, 1881 (the Missouri Pacific Railway Company having a right under a supplemental agree-

ment between that company and the Wabash, St. Louis and Pacific Railway Company to succeed to the rights of the last named company under said last named indenture of lease upon the terms and conditions set forth in said supplemental agreement); and,

Whereas, The several companies composing the second party desire to obtain control of the properties belonging to the Bridge and Tunnel and Union Depot Companies; also to the Transit and Terminal Companies of St. Louis and of East St. Louis, for the purpose of enlarging and making more perfect the system of receiving, transferring and interchanging passenger and freight traffic at St. Louis and East St. Louis; and,

Whereas, The first party controls the corporate action of the Union Depot Company, of the Union Railway and Transit Company and the Terminal Railroad of St. Louis; also of the Union Railway and Transit Company and of the Terminal Railroad of East St. Louis, and is willing to exercise said corporate control in furtherance of said plan for securing an efficient and economical system of handling freight and passenger traffic at the places named upon the terms and conditions hereinafter stated.

Now, therefore, it is agreed between the parties as follows:

First.—The first party will cause the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis to become consolidated in one railroad corporation under the laws of Missouri to be known as "The Terminal Railroad Association of St. Louis."

Second.—He will, by proper action under the laws of Missouri, obtain authority to increase the capital stock of the consolidated company to an amount sufficient to authorize the consolidated company to issue seven million dollars of fifty-year 4½ per cent bonds.

Third.—He will cause the consolidated company to purchase the entire property of the Union Depot Company of St. Louis, also the real estate which has here-

tofore been used in connection with the Union Depot property in St. Louis (belonging to the said Jay Gould), also the entire capital stock of the Union Railway and Transit Company of East St. Louis and of the Terminal Railroad of East St. Louis.

Fourth.—He will also cause the consolidated company to procure an assignment and transfer to itself of the present lease of the Bridge and Tunnel properties which was made to the Missouri Pacific and Wabash Companies, including herein the rights in respect to the common stock of the Bridge Company which was vested in the Missouri Pacific and Wabash Companies in the lease of the Bridge & Tunnel Companies to said last named companies.

Fifth.—He will pay for the properties, capital stock, leaseholds, rights, etc., to be obtained by purchase or assignment as aforesaid, five million dollars in 4½ per cent bonds of the Terminal Railroad Association of St. Louis; said bonds to be of a total issue of seven millions fifty-year 4½ per cent gold bonds of the present standard of weight and fineness, which are to be issued by the Terminal Railroad Association of St. Louis, the remaining two million dollars of said bonds to be held for further uses of the Association in purchasing additional real estate and constructing additional passenger and freight terminal facilities in St. Louis and East St. Louis. Said bonds are to be secured by a mortgage or deed of trust of said Terminal Association covering all estates, real and personal, rights and franchises acquired and to be acquired by said Association.

Sixth.—He will cause the capital stock of the Terminal Railroad Association of St. Louis, to the extent of about fifteen hundred thousand dollars to be issued, and certificate or certificates therefor delivered to Wm. Taussig in trust, one-seventh of the stock so issued and delivered to be assigned and transferred to each of the companies composing the second party to this agreement; (except that but one certificate representing one of said seven parts shall be issued to the Terre Haute & Indianapolis R. R. Co., and the St.

Louis, Vandalia & Terre Haute R. R. jointly), whenever and as soon as such company shall have executed and delivered to said Wm. Taussig, trustee, a written agreement with said Terminal Railroad Association of St. Louis, relating to the use of said terminal facilities in St. Louis and East St. Louis, a copy of which agreement is hereto annexed and made part of this agreement, marked Exhibit A. Provided, that the right of any company or companies above named as composing the second party hereto to receive said capital stock, and be admitted to a joint use of said terminal facilities, shall expire on December 31, 1889, at which time said Taussig, trustee, shall return all stock so held by him in trust to said Terminal Railroad Association of St. Louis, the same thereafter to be held for the uses and purposes of said Association as if the same had never been issued; and it being the intention of the parties that the ownership of the stock referred to in this paragraph shall be forever associated inseparably with the several railroads terminating in St. Louis and East St. Louis as aforesaid, and shall never become the property of any person or corporation whatsoever, except the person or corporation which may, for the time being, be the owner of such railroad; it is agreed that said certificates of stocks shall be issued in such form and tenor in respect to ownership ond transferability as will secure perpetually the intention of the parties as herein expressed in relation thereto.

Seventh.—As fast as the several companies composing the second party hereto shall have executed said agreement, "Exhibit A," the company so signing shall designate an officer or agent of said company to be its representative director in said Terminal Railroad Association of St. Louis; and thereupon the first party will cause a vacancy to be made in the Board of Directors of said Terminal Railroad Association of St. Louis, as the same may have been theretofore created, and the vacancy so created to be filled by the appointment of such representative director, to the end that each company party hereto, signing said agreement as

aforesaid, may then and forever after have a representative director in the Board of Directors of said Terminal Railroad Association of St. Louis.

Eighth.—When the Board of Directors of said Terminal Railroad Association of St. Louis shall have been reconstructed and reorganized as contemplated in the last preceding article, or as soon thereafter as may be convenient, they shall take steps to acquire such additional real estate as may be necessary to construct or reconstruct such new or additional passenger stations, freight stations, side tracks, switches, turnouts and other facilities as may be necessary to enable the business of all railroads using said terminals to be properly transacted, and shall pay for the same to the extent that may be necessary with the remaining Two-Million 4½ per cent bonds hereinbefore provided for.

Ninth.—Each of the companies composing the second party hereto shall furnish proper certified copies of the corporate action taken by such companies respectively, authorizing the execution of said agreement relating to the use of said terminal facilities.

It is understood and agreed that the first party, in hereby agreeing to cause certain corporate action to be taken, in nowise whatsoever makes himself personally liable therefor; it being the true intent hereof that he shall merely exert his influence in causing such corporate action to be taken as is herein specified.

Tenth.—Inasmuch as the plan of reorganization of St. Louis Terminals as herein contemplated cannot be carried out in all respects, except with the consent of the Bridge & Tunnel Companies, and inasmuch as the present properties of the Union Railway & Transit Companies of St. Louis and of East St. Louis, also of the Terminal Railroads of St. Louis and of East St. Louis were, by the several leases of the same to the Bridge & Tunnel Companies hereinbefore mentioned to be forever deemed, held and controlled as an inseparable adjunct to the Bridge & Tunnel properties to be forever operated in connection therewith, and inasmuch as said Bridge & Tunnel Companies demand, in consideration of their cancellation of the leases of

said Transit & Terminal properties as herein contemplated and of the assignment of the lease, dated July 1, 1881, of the Bridge & Tunnel properties by the Missouri Pacific Company and by the successor in interest of the Wabash, St. Louis & Pacific Railway Company (original co-lessee with the Missouri Pacific Railway Company) to the Terminal Railroad Association of St. Louis, that said Terminal Railroad Association of St. Louis shall, prior to the execution and delivery of the fifty-year 4½ per cent mortgage hereinbefore referred to, enter into a written agreement with said Bridge & Tunnel Companies jointly to the effect that the payments due as rental to the Bridge & Tunnel Companies jointly under the lease of the same to the Missouri Pacific and Wabash Companies shall have precedence over any and all other payments, rentals or otherwise, except interest on the 4½ per cent bonds, which said Terminal Railroad Association of St. Louis may incur in connection with the reorganization herein contemplated; also to the further effect that in case said Terminal Railroad Association shall at any time become and be in default in the payment of such rentals or of the interest on any of the outstanding 4½ per cent bonds of the fifty-year issue hereinbefore referred to, then and in such event said Terminal Railroad Association will on the demand of said Bridge & Tunnel Companies jointly, retire peaceably from and surrender possession of the Bridge & Tunnel properties, and will also execute and deliver to said Bridge & Tunnel Companies jointly a perpetual lease of all the property of said Terminal Railroad Association of St. Louis on condition that said Bridge & Tunnel Companies shall pay interest accrued and to accrue on the bonds of said Terminal Railroad Association, and provide for the payment or extension of the principal of said bonds when the same shall become due.

Therefore it is agreed that said Terminal Railroad Association may and shall, in advance of the execution and delivery of the mortgage hereinbefore mentioned, execute and interchange with said Bridge & Tunnel Companies the agreement referred to in the foregoing

paragraph, and said Terminal Railroad Association may and shall cause to be inserted in said bond and mortgage a suitable provision whereby the rights of said Bridge & Tunnel Companies as herein intended to be provided for shall be fully and unmistakably preserved as against the holders of said bonds or any of them. A copy of said agreement being hereto annexed and marked Exhibit "B."

Eleventh.—And it is further agreed that said Terminal Railroad Association of St. Louis may and shall, upon the assignment and transfer to it of said lease of said Bridge & Tunnel properties to said Missouri Pacific and Wabash Railway Companies, as herein contemplated, enter into such written agreement or agreements as shall be advised by counsel, whereby said Terminal Railroad Association of St. Louis shall assume the performance of all obligations devolved upon the lessees in said lease, and forever protect and indemnify the Missouri Pacific and Wabash Railway Companies against any and all further liability under the same, and thereupon the rights of said Missouri Pacific and Wabash Railway Companies in and to the common stock of the Bridge Company, as declared and existing under said lease, shall forthwith be transferred to and become vested in said Terminal Railroad Association of St. Louis.

In Testimony Whereof, The parties have caused this agreement to be executed as of the day and year hereinbefore first written.

(Signed) Jay Gould.

(Seal) Missouri Pacific Railway Company.
(Signed) By Jay Gould, President.
Attest: A. H. Calef, Secretary.

(Seal) St. Louis, Iron Mountain and Southern Railway Company.
(Signed) By Jay Gould, President.
Attest: A. H. Calef, Secretary.

(Seal Wabash Railroad Company.
(Signed) By O. D. Ashley, President.
Attest: J. C. Otteson, Secretary.

State of New York,)
)ss.
City and County of New York.)

Be it known that on the fourth day of October, one thousand eight hundred and eighty-nine, before me, a Notary Public in and for the State and County aforesaid, duly commissioned and sworn, personally came and appeared Jay Gould, to me known to be the same person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the uses and purposes therein named.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

(Seal) (Signed) Donald B. Toucey,
Notary Public, New York County, N. Y.

State of New York,)
)ss.
City and County of New York.)

Be it remembered that on this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine, before me, Donald B. Toucey, a Notary Public in and for the State and County of New York, personally appeared Jay Gould, the President, and Amos J. Calef, the Secretary, of the Missouri Pacific Railway Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said Jay Gould, resides in New Yory City, State of New York; that he, said Amos H. Calef, also resides in New York City, State of New York; that he, said Jay Gould, is the President, and he, said Amos H. Calef, is the Secretary of the said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Gould as such President, and the said Calef, as Secretary, signed the name of said Company and affixed the corporate seal and their own

names thereto, by the like order, as President and Secretary of said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument, acknowledge to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the purposes and objects therein stated.

In witness whereof, I have hereunto set my hand and affixed my official seal this fourth day of October, A. D. 1889.

(Seal) (Signed) Donald B. Toucey,
Notary Public, New York County, N. Y.

City, County and State)
)ss.
of New York.)

Be it remembered that on this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine, before me, Donald B. Toucey, a Notary Public in and for the City and County of New York, personally appeared Jay Gould, President, and Amos H. Calef, Secretary of the St. Louis, Iron Mountain and Southern Railway Company, to me respectively personally known to be such, who, being by me duly sworn, did depose and say that he, the said Gould, resides in New York City, State of New York; that he, the said Gould, is the President, and he, the said Calef, is the Secretary of the said St. Louis, Iron Mountain and Southern Railway Company; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by the order of the Board of Directors of said Company; that they, the said Gould, as such President, and said Calef, as such Secretary, signed the name of said Company and their own names thereto, by the like order, as President and Secretary of said Company respectively; and that they each respectively being personally known to me to be

the same persons whose names are signed to the foregoing instrument as parties thereto, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the consideration, purposes and objects therein stated.

In witness whereof, I have hereunto set my hand and affixed my official seal this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine.

(Seal) (Signed) Donald B. Toucey.
Notary Public, New York County, N. Y.

State of New York,)
)ss.
City and County of New York.)

Be it remembered that on this thirtieth day of December, Anno Domini eighteen hundred and eighty-nine, before me, Clarence D. Ashley, a Notary Public in and for the State and County of New York, personally appeared Ossian D. Ashley, President, and John C. Otteson, Secretary, of the Wabash Railroad Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said Ashley, resides in New York City, State of New York; that he, said Ashley, is the President, and he, said Otteson, is the Secretary of the said Wabash Railroad Company; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Ashley, as such President, and the said Otteson, as Secretary, signed the name of said Company and their own names thereto, by the like order, as President and Secretary of said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument as parties thereto, ack-

nowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the consideration, purposes and objects therein stated.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

(Seal) (Signed) Clarence D. Ashley,
Notary Public, New York County, N. Y.

(Seal) Ohio and Mississippi Railway Company.
(Signed) By J. F. Barnard, President.
Attest: E. P. Cutter, Secretary.

State of Ohio,)
)ss.
Hamilton County.)

Personally appeared before me, a Notary Public in and for said County and State, on the twenty-third day of October, Anno Domini one thousand eight hundred and eighty-nine, John F. Barnard, President of the Ohio and Mississippi Railway Company, personally known to me, and acknowledged the signing and sealing of the above and foregoing agreement for reorganization of St. Louis Terminals, and the exhibits thereto, upon behalf of the Ohio and Mississippi Railway Company, to be his voluntary act and deed, and the voluntary act and deed of the said Ohio and Mississippi Railway Company, for the uses and purposes therein mentioned. He further declared that he affixed his said signature thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the day last above written.

(Seal) (Signed) Wm. W. Ramsey,
Notary Public, Hamilton County, Ohio.

(Seal) The Louisville and Nashville Railroad Company.
(Signed) By M. H. Smith, Vice-President.
Attest: J. H. Ellis, Secretary.

State of Kentucky,)
)ss.
Jefferson County.)

Personally appeared before me William Maguire, a Notary Public in and for said County and State, on the twenty-sixth day of October, Anno Domini one thousand eight hundred and eighty-nine, M. H. Smith, Vice-President of the Louisville and Nashville Railroad Company, personally known to me, and acknowledged the signing and sealing of the above and foregoing agreement for re-organization of the St. Louis Terminals, and the exhibits thereto, upon behalf of the Louisville and Nashville Railroad Company, to be his voluntary act and deed, and the voluntary act and deed of the said Louisville and Nashville Railroad Company for the uses and purposes therein mentioned. He further declared that he affixed his said signature and caused the corporate seal of said Company to be affixed thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the date last above written.

(Seal) (Signed) Wm. Maguire,
Notary Public, Jefferson County, Kentucky.

(Seal) The Cleveland, Cincinnati, Chicago and St. Louis Railway Company.
(Signed) By M. E. Ingalls, President.

Attest: E. F. Osborn, Secretary.

State of Ohio,)
)ss.
Hamilton County,)

Personally appeared before me, a Notary Public in and for said County and State, on the eighteenth day of December, Anno Domini one thousand eight hundred and eighty-nine, Melville E. Ingalls, President of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, personally known to me and acknowledged the signing and sealing of the above and foregoing agreement for reorganization of St. Louis Ter-

minals and the exhibits thereto upon the behalf of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, to be his voluntary act and deed and the voluntary act and deed of the said Cleveland, Cincinnati, Chicago and St. Louis Railway Company for the uses and purposes therein mentioned; he further declared that he affixed his said signature thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the date last above written.

(Seal) (Signed) Joseph Moses,
Notary Public, Hamilton County, Ohio.

EXHIBIT "A."

Agreement Between the Terminal Railroad Association of St. Louis and the Several Proprietary Companies.

This agreement, made this first day of October, in the year eighteen hundred and eighty-nine between the Terminal Railroad Association of St. Louis, as first party, and the Missouri Pacific Railway Company, the St. Louis, Iron Mountain & Southern Railway Company, Wabash Railroad Company, the Terre Haute & Indianapolis Railroad and the St. Louis, Vandalia & Terre Haute Railroad Companies (representing one interest, Vandalia line), the Ohio & Mississippi Railway Company, the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, and the Louisville & Nashville Railroad Company as second party (said companies being hereinafter designated as "proprietary" companies, and each covenanting for itself alone and for no other company whatever),

Bears witness:

Whereas, The first party has, at the instance and request of the several proprietary companies obtained, by purchase, lease, assignment of lease and otherwise, the properties heretofore belonging to the Union Railway & Transit Company of St. Louis and of East St.

Louis; also to the Terminal Railroad of St. Louis; and East St. Louis; also to the Union Depot Company of St. Louis; also to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, to the end that said properties may be held in perpetuity as a unit, and developed and improved in the interest of the proprietary companies for the purpose of furnishing adequate terminal facilities in St. Louis and East St. Louis; and,

Whereas, The several proprietary companies do now wish to secure in proper form and in perpetuity a right to use said terminal properties of the first party now held and hereafter to be acquired.

Therefore, It is agreed between the parties as follows:

I.—In consideration of the covenants and payments hereinafter stipulated to be performed and paid by the proprietary companies, severally but not jointly, the first party hereby grants to each of the proprietary companies, its successors and assigns forever, a right of joint use with each other and with such other companies as may be admitted as proprietary lines to joint use thereof, of all said terminal properties of the first party now held or that may be hereafter acquired in St. Louis, Missouri, and East St. Louis, Illinois, including herein the St. Louis Bridge and Tunnel for passenger and freight, express and mail business, and for interchange of the same between each other and with the public, it being understood that the right herein granted to each proprietary company is not transferable to any extent whatever, but is to remain as an appurtenant to the railroad now owned by each proprietary company.

II.—The first party agrees to procure, as soon as practicable, additional real estate and construct thereon, at the place or places where the same shall be found most expedient, a new union passenger station, also freight station or stations, additional main and side tracks, switches and turnouts, wherever the same may be necessary, suitable in size and location and manner

of construction, also to perform promptly and efficiently the work of receiving, delivering and transferring all passenger and freight traffic of the several proprietary companies at St. Louis and East St. Louis and of other railroad companies which may be hereafter, under the terms of this agreement, admitted to a joint use of said terminal properties. And the right of joint use of such additional structures and improvements whenever the same shall be acquired by the first party is hereby granted in perpetuity to the several proprietary companies, the same as in respect to properties now in possession and hereinbefore fully described.

III.—In consideration of the foregoing each of the proprietary companies, for itself only and not for others, accepts the right of joint use hereinbefore granted by the first party and hereby covenants and agrees that it will forever make use of the bridge and terminal properties of the first party, as above described, for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided.

IV.—The directors of the first party shall be eight in number, the same to consist of one representative from each proprietary company, which number may be increased if new proprietary lines are admitted. And there shall be an additional representative at large to be chosen by all the proprietary companies, such representative shall be appointed President of the Board of Directors.

The Board of Directors shall prescribe all rules and regulations in respect to the use, control and operation of said terminal system and every part thereof. They shall, through their Executive Committee, appoint all officers, agents, chiefs of departments, prescribing their duties, and they shall organize the service in the way most conducive to the best interests of the Association and the public. They shall, from among their number, appoint an Executive Committee of three, who shall serve for one year, or until their suc-

cessors are elected, which committee shall have such power as the Board may delegate to them in the by-laws.

V.—It is agreed that such rates of toll or charges for the use of the bridge, depots, and other properties of said terminal system shall, subject to provision of Article 13, be fixed from time to time by the first party as will produce a sum sufficient each year to pay the following, which sums the said proprietary companies, each for itself and for its proportion or amount, hereby agrees to pay, viz.:

1. Rental due to the Bridge and Tunnel Companies under the lease heretofore described, as follows:

Interest on Bridge Bonds	$350,000
Dividend on Bridge Company first preferred stock	149,400
Dividend on Bridge Company second preferred stock	90,000
Dividend on Tunnel Railroad Capital stock	75,000
To maintain corporate organization of Bridge and Tunnel Companies	2,500

2. Interest on all outstanding 4½ per cent bonds of the first party.

3. Dividends on such bonds or preferred stock, not now contemplated, but that may become necessary to be issued hereafter for the purpose of future extensions and betterments to the property of the first party.

4. All taxes and assessments, premiums of insurance, rentals on leaseholds and expenses of every kind incurred in the maintenance, operation, repair and renewal of said terminal system and every part thereof.

5. A sum of money, not exceeding two thousand dollars in any one year, to pay whatever expenses may be legitimately incurred in maintaining the corporate organization of the first party, and of any other company or companies whose creation and organization may become necessary in order to fully accomplish the object desired in the reorganization of said terminal system.

VI. As the current revenue derived from the tolls and rentals are to be applied toward meeting the fixed charges and expenses of operation and maintenance, above specified, and it being the intention that the Executive Committee shall always regulate said tolls, charges and rentals, so as to meet the fixed charges, interest and operating expenses, it is understood that no call shall be made upon the proprietary lines to contribute toward the payment of any such charges and expenses unless by reason of extraordinary decrease of traffic or other temporary unforseen circumstances there should not be in the treasury, at the time of the maturing of any of the coupons of the Bridge and Tunnel rentals, a sum sufficient to met the same promptly on the day when due.

In such case, and upon a resolution of the Board of Directors certifying to such a deficiency, each proprietary line shall be assessed for its proportion of such deficiency, based upon the number of proprietary companies using said depot, and drafts from the Treasurer of the first party (which drafts shall be made payable fifteen days after sight), to the amount of said assessment shall be made upon each of said proprietary lines for its said proportion, which drafts shall be promptly paid, and thereafter the tolls shall be so adjusted as to yield revenue sufficient to reimburse the companies which have made such advances with interest thereon.

VII. In order that the expenses incident to the maintenance and operation of said terminal system may be distributed as equitably as possible, so as to have each class of traffic bear its proper proportion, the system shall be divided into three departments: The Union Depot Passenger Department, Bridge and Tunnel Transportation Department (which shall also comprise the upper or wagon roadway), and the General Freight Department. The Union Depot Passenger Department shall comprise the passenger station and buildings, the sheds, storage yards, and all the grounds and tracks designated for and occupied by passenger coaches running into and out of said depot. The Bridge and Tunnel Department shall comprise the

movement and transportation of all freight and passenger traffic across the bridge and through the tunnel, the supervision and taking care of engines and rolling stock, roadbed, structures, machinery, interlocking and signal apparatus, shops and buildings, and also the supervision and government of the upper or wagon roadway traffic. The General Freight Department shall comprise the freight yards, warehouses, stations, offices and bureaus in St. Louis and East St. Louis, the receiving, delivering and forwarding of freight, the billing thereof, and the collection of all transfer and and other charges thereon. All other subdepartments shall, under the direction of the Board of Directors, be sub-ordinated to one of these chief departments. The Board shall appoint one Superintendent for each of these departments, and there shall be one General Superintendent or General Manager, under whose supervision the entire system shall be managed.

VIII. For the purpose of securing a proper division of accounts between the passenger and freight service, the Board of Directors of the first party shall, from time to time, establish and declare the territory, tracks, yards, buildings and stations for the maintenance and operating expense of which the passenger traffic shall be chargeable, and shall also declare and determine the proportion of the fixed charges assumed by the party of the first part, which, in addition to the expense of operation and maintenance, shall be borne by the railroads using said passenger depot department. Such expenses and fixed charges shall be apportioned on a wheelage basis, and with such modifications as the Board may, from time to time, prescribe. For the proportion of each company using the passenger depot, drafts shall be made on the 15th day of each month, for the proportion of expense and the pro rata of fixed charges accrued during the previous month. Delinquents shall be dealt with as the Board of Directors may prescribe.

The balance of the fixed charges shall be defrayed out of the net earnings derived from the tolls and revenues of the bridge and tunnel and from all the various

sources appertaining to it. The freight tolls shall cover the handling of freight billed to East St. Louis, and turned over to the bridge for St. Louis delivery and all track deliveries, but should stations be established in St. Louis for local, and in East St. Louis for through freight, to which stations the several lines bill direct, the expenses of such stations, including interest on the cost thereof, shall be paid by the roads using them, on a tonnage basis.

IX. No additions or betterments whatever shall be made to said terminal system which will require the issue of stock, or bonds, or contributions from proprietary companies using said terminal system otherwise than is hereinbefore provided for, except with the consent of three-fourths of the directors of the first party.

X. In case of the partial or total destruction by fire or other cause of any part of said terminal system, the same shall be rebuilt or replaced under the direction of the first party, and the cost thereof in excess of insurance money that may be received shall be borne by the proprietary companies using said terminal system on the basis herein prescribed for the several systems respectively, the same to be computed during the period of one year next preceeding the casualty resulting in such destruction, or at the option of the Board of Directors the necessary funds for such rebuilding or replacement shall be obtained by the issue of additional securities of said Terminal Association.

XI. All claims for damages growing out of injury or loss to person or property while on any part of the terminal system, and caused partially or wholly by any employe of the first party shall be paid by the first party and charged to the account of maintenance and operation of the terminal system, But if such injury or loss shall be caused exculsively by an employe, or through the fault of one or more of the companies using said terminal system, claims arising thereon shall be paid by the company which causes such injury or loss.

XII. The General Managers or other chief officers of the companies using the passenger depot, in conjunction with the Superintendent thereof, shall establish the time for departure and arrival of their respective trains, and each company shall receive equal and impartial privileges in the use of said terminal system.

XIII. If either company using said terminal system, or any part thereof, shall at any time make default in the payment of either of the payments herein stipulated by it to be paid, or in the performance of any obligation herein stipulated to be performed by it, and such default shall continue for the space of thirty days after notice and request to pay or perform, in that event at the option of the first party, but not otherwise, all rights of such party in default to the use and enjoyment of any part of said terminal system, whether by virtue of this agreement or otherwise, shall at once cease and determine; and such defaulting company shall and will surrender and yield to the party or parties not in default undisturbed and peaceable possession of said entire terminal system and every part thereof, and in the event of either of the said companies retiring from said premises in default as aforesaid or otherwise, it is agreed that the company or companies remaining in occupancy of said terminal system will pay, in the manner provided in paragraph VI, its proportion of the deficiency arising out of such default; but such defaulting party shall, notwithstanding such re-entry, still be liable in damages to the said party of the first part, and to each of said proprietary lines for all damages sustained by reason of its default; provided, however, that the total gross sum which any one of the proprietary companies parties hereto shall be called upon to pay as provided in sectionVI, in any one year toward making up any deficit in the net earning, to meet the fixed charges shall not in any one year exceed one-seventh of one million dollars, which last named sum is in excess of the entire fixed charges assumed under this agreement, and provided further, that the tolls to be levied on traffic as contemplated in

this agreement shall at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that be in competition with that of other lines.

XIV. The first party agrees that it will cause the corporate existence of the Union Depot Company and of the Union Railway and Transit Company of East St. Louis and of the Terminal Railroad of East St. Louis, to be maintained in case counsel shall deem the same necessary, and that each of said companies shall exercise its franchises solely for the benefit of the first party. All of the capital stock of these companies as purchased by the first party shall express on the face of the certificates thereof that it is the property of said first party, and that it is not to be alienated from its owner, except that portions of it may be transferred to individuals to qualify them as directors and inspectors of elections under the law; but such stock so issued shall express upon its face that it is transferrable only back to the company.

XV. All subordinate officers, agents and employes engaged in the operation of the terminal system, or any part thereof (not including herein the general officers), shall be subject to removal on request in writing of either of the companies using the same, made to the Executive Committee and for good cause shown.

XVI. Neither the first party nor any of its officers, agents or employes shall, in the operation of said terminal system, discriminate in any manner whatever in favor of any company in respect to the use of the same or any part thereof, or in respect to the transfer or handling of cars, and each of said companies shall in all respects have equal facilities and accommodations with all other companies now or hereafter using said terminal system, except as to the special stations assigned to special lines, as provided in paragraph VIII.

XVII. Neither party hereto shall sell, assign, transfer or underlet the rights and privileges hereby granted, or any of them, to any other company or com-

panies without the unanimous consent of the Board of Directors of the first party.

XVIII. If at any time a difference of opinion shall exist in respect to the rights or duties of any company using the terminal system under this agreement, or under the rules which may be adopted or terms and conditions which may be prescribed by the Board of Directors, the question in dispute shall be referred to a Board of Arbitrators, consisting of three competent disinterested persons, one of whom shall be chosen by the party making complaint, and the other by the President of the first party, and the two so chosen shall select a third. The party desiring such arbitration shall give written notice of the same to the President of the first party, setting forth definitely the point or points in dispute, and name the person selected by such party to act as arbitrator. In the event that the party on whom such notice shall be served shall not, within fifteen days of said service, name a second disinterested person to act as arbitrator, the party giving such notice shall select a second, and the two thus chosen shall select a third. The Board of Arbitrators thus chosen shall proceed at once to hear, consider and determine the matters submitted to them, and shall proceed to give the party at least ten day's notice of the time and place of hearing, and at the time and place appointed shall proceed with the hearing, unless for good cause, of which the arbitrators shall be the judges, the same shall be postponed until some later day or days, and the decision of the arbitrators or a majority of them to be made in writing, and a copy thereof to be delivered to each of the parties to the dispute shall be final and conclusive upon the parties in reference to the matter so submitted.

XIX. This agreement may be executed in counterparts, and any railroad company not named as second party hereto, may be admitted to joint use of said terminal system on unanimous consent, but not otherwise, of the directors of the first party, and on payment of such a consideration as they may determine, and on signing this agrement or any counterpart thereof

thereby indicating its rights and duties in respect to use of said terminal system to be the same and none other than the said proprietary companies named as second party hereto.

In Testimony Whereof, The parties have caused this agreement to be executed as of the day and year first above written.

(Seal) Terminal Railroad Association of St. Louis.
(Signed) By Wm. Taussig, President.
Attest: James Hanna, Secretary.
(Seal) Missouri Pacific Railway Company.
(Signed) By Jay Gould, President.
Attest: A. H. Calef, Secretary.
(Seal) St. Louis, Iron Mountain and Southern Railway Company.
(Signed) By Jay Gould, President.
Attest: A. H. Calef, Secretary.
(Seal) Wabash Railroad Company.
(Signed) By O. D. Ashley, President.
Attest: J. C. Otteson, Secretary.

State of Missouri,)
)ss.
City of St. Louis,)

On this, the 21st day of December, 1889, before me appeared William Taussig, to me personally known, who, being by me duly sworn, did say that he is the President of the Terminal Railroad Association of St. Louis, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William Taussig acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in said City of St. Louis the day and year first above written.

My term expires June 28th, 1893.

(Seal) (Signed) Millard F. Watts,
Notary Public, City of St. Louis, Missouri.

State of New York,)
)ss.
City and County of New York,)

Be it remembered that on this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine, before me, Donald B. Toucey, a Notary Public in and for the State and County of New York, personally appeared Jay Gould, the President, and Amos H. Calef, the Secretary, of the Missouri Pacific Railway Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said Jay Gould, resides in New York City, State of New York; that he, said Amos H. Calef, also resides in New York City, State of New York; that he, said Jay Gould, is the President, and he, said Amos H. Calef, is the Secretary of the said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Gould as such President, and the said Calef, as Secretary, signed the name of said Company and affixed the corporate seal and their own names thereto, by the like order, as President and Secretary of said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed and as the free and voluntary act and deed of the said Company, for the purposes and objects therein stated.

In witness whereof I have hereunto set my hand and affixed my official seal this 4th day of October, A. D. 1889. (Seal) (Signed) Donald B. Toucey,
Notary Public, New York County, N. Y.

City, County and)
)ss.
State of New York,)

Be it remembered that on this fourth day of October, Anno Domini one thousand eight hundred and eighty-

nine, before me, Donald B. Toucey, a Notary Public in and for the City and County of New York, personally appeared Jay Gould, President, and Amos H. Calef, Secretary of the St. Louis, Iron Mountain and Southern Railway Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, the said Gould, resides in New York City, State of New York; that he, the said Gould, is the President, and he, the said Calef, is the Secretary of the said St. Louis, Iron Mountain and Southern Railway Company; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by the order of the Board of Directors of said Company; that they, the said Gould, as such President, and said Calef, as such Secretary, signed the name of said Company and their own names thereto, by the like order, as President and Secretary of said Company respectively; and that they each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument as parties thereto, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and vountary act and deed of the said Company, for the consideration, purpose and objects therein stated.

In witness whereof, I have hereunto set my hand and affixed my official seal this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine.

(Seal) (Signed) Donald B. Toucey,
Notary Public, New York County, N. Y.

State of New York,)
)ss.
City and County of New York,)

Be it remembered that on this thirtieth day of December, Anno Domini eighteen hundred and eighty-nine, before me, Clarence D. Ashley, a Notary Public in and for the State and County of New York, personally appeared Ossian D. Ashley, President, and John C. Otte-

son, Secretary, of the Wabash Railroad Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said Ashley, resides in New York City, State of New York; that he, said Ashley, is the President, and he, said Otteson, is the Secretary of the said Wabash Railroad Company; that they both know the corporate seal of said Company; that the seal affixed to the foregoing is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Ashley, as such President, and the said Otteson, as Secretary, signed the name of said Company and their own names thereto, by the like order, as President and Secretary of said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument as parties thereto, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the consideration, purposes and objects therein stated.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

(Seal) (Signed) Clarence D. Ashley,
Notary Public, New York County, N. Y.
Ohio & Mississippi Railway Company.
(Seal) (Signed) By J. F. Barnard, President.
Attest: E. P. Cutter, Secretary.

State of Ohio,)
)ss.
Hamilton County,)

Personally appeared before me, a Notary Public in and for said County and State, on the twenty-third day of October, Anno Domini one thousand eight hundred and eighty-nine, John F. Barnard, President of the Ohio and Mississippi Railway Company, personally known to me, and acknowledged the signing and sealing of the

above and foregoing agreement for re-organization of St. Louis Terminals, and the exhibits thereto, upon behalf of the Ohio and Mississippi Railway Company, to be his voluntary act and deed, and the voluntary act and deed of said Ohio and Mississippi Railway Company, for the uses and purposes therein mentioned. He further declared that he affixed his signature thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the day last above written.

(Seal) (Signed. Wm. W. Ramsey,
Notary Public, Hamilton County, Ohio.

(Seal)
The Louisville and Nashville Railroad Company.
(Signed) By M. H. Smith, Vice-President.
Attest: J. H. Ellis, Secretary.

State of Kentucky,)
)ss.
Jefferson County,)

Personally appeared before me William Maguire, a Notary Public in and for said County and State, on the twenty-sixth day of October, Anno Domini one thousand eight hundred and eighty-nine, M.H. Smith, Vice-President of The Louisville and Nashville Railroad Company, personally known to me, and acknowledged the signing and sealing of the above and foregoing agreement for re-organization of St. Louis Terminals, and the exhibits thereto, upon behalf of the Louisville and Nashville Railroad Company, to be his voluntary act and deed, and the voluntary act and deed of the said Louisville and Nashville Railroad Company for the uses and purposes therein mentioned. He further declared that he affixed his said signature and caused the corporate seal of said Company to be affixed thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the date last above written.

(Seal) (Signed) Wm. Maguire,
Notary Public, Jefferson County, Kentucky.
(Seal)

The Cleveland, Cincinnati, Chicago and St. Louis Railway Company.
(Signed) By M. E. Ingalls, President.
Attest: E. F. Osborn, Secretary.

State of Ohio,)
)ss.
Hamilton County,)

Personally appeared before me, a Notary Public in and for said County and State, on the eighteenth day of December, Anno Domini one thousand eight hundred and eighty-nine, Melville E. Ingalls, President of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, personally known to me and acknowledged the signing and sealing of the above and foregoing agreement for re-organization of St. Louis Terminals and the exhibits thereto upon the behalf of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, to be his voluntary act and deed and the voluntary act and deed of the said Cleveland, Cincinnati, Chicago and St. Louis Railway Company for the uses and purposes therein mentioned; he further declared that he affixed his said signature thereto by order of the Board of Directors of said Company.

Witness my hand and official seal on the date last above written.

(Seal) (Signed) Joseph Moses,
Notary Public, Hamilton County, Ohio.

EXHIBIT "B."

Agreement Between the Terminal Railroad Association of St. Louis, the St. Louis Bridge Company, the Tunnel Railroad of St. Louis, the Missouri Pacific Railway Company and the Wabash Railroad Company, being the successor in interest of the Wabash, St. Louis and Pacific Railway Company, in the Lease of the Bridge and Tunnel Companies, dated July 1, 1881, hereinafter mentioned.

This Indenture, made this first day of October, in the year eighteen hundred and eighty-nine, between the Ter-

minal Railroad Association of St. Louis, as first party, and the St. Bridge Company and the Tunnel Railroad of St. Louis, jointly, as second party, the Missouri Pacific Railway Company and the said Wabash Railroad Company, as third party.

Bears Witness:

Whereas, The first party is a railroad corporation duly created and organized under the laws of Missouri by consolidation of the Union Railway and Transit Company of St. Louis and of the Terminal Railroad of St. Louis; and,

Whereas, The first party is also the owner of all the capital stock of the Union Railway and Transit Company of East St. Louis, also of the Terminal Railroad of East St. Louis; and,

Whereas, The properties of said Union Railway and Transit Companies of St. Louis and of East St. Louis were leased to said Bridge and Tunnel Companies jointly under a certain indenture of lease bearing date the 1st day of January, 1879; and the proprieties of the Terminal Railroad of St. Louis and of East St. Louis were leased to said Bridge and Tunnel Companies under a certain indenture of lease bearing date the 3d day of March, 1880; and,

Whereas, The properties of said Bridge and Tunnel Companies including the leaseholds hereinbefore mentioned, were leased to the said Missouri Pacific Railway Company and the said Wabash, St. Louis and Pacific Railway Company jointly under a certain indenture of lease bearing date July 1st, 1881; and,

Whereas, The first party has been created for the purpose of securing to the various railroad companies owning or operating railroads entering St. Louis or East St. Louis an efficient and economical method of interchanging passenger and freight traffic at the points named, and in pursuance of a plan of re-organization, said railroad companies have entered, or are about to

enter, into an agreement providing for the use and enjoyment by them of the property of the party of the first part upon payment thereof, and according to such plan of re-organization it is intended that the leases heretofore made by the Union Railway and Transit Companies, also by the Terminal Railroads of St. Louis and of East St. Louis, to the Bridge and Tunnel Companies, dated respectively January 1, 1879, and March 3, 1880, hereinbefore recited, may be cancelled; also that the leases hereinbefore mentioned of the Bridge and Tunnel properties to the Missouri Pacific and Wabash Companies, may be assigned and transferred by the said Missouri Pacific Railway Company and by the said Wabash Railroad Company, successor in interest of the said Wabash, St. Louis and Pacific Railway Company, to the first party; and,

Whereas, The properties of said Union Railway and Transit Companies, also of said Terminal Railroad of St. Louis and of East St. Louis, were originally acquired and were subsequently leased as aforesaid to the Bridge and Tunnel Companies in order that the same might be forever inseparably connected with and operated exclusively in connection with the properties of said Bridge and Tunnel Companies; and,

Whereas, It is desired and agreed by the parties hereto that said purpose and result may not be defeated, but, on the contrary, that the same may be strengthened and forever perpetuated; and,

Whereas, The first party, in order to provide necessary means with which to carry out said plan of reorganization and furnish proper facilities for the interchange of traffic at St. Louis and East St. Louis, proposes to issue and negotiate a series of 4½ per cent fifty-year (gold) bonds, amounting in the aggregate to $7,000,000, and to secure the same by a mortgage or deed of trust covering all the estates, real and personal, acquired and to be acquired, also the franchises and income of said first party;

Therefore, it is agreed between the parties as follows:

First—In consideration of the premises and of one dollar to it, in hand paid, the receipt whereof is hereby acknowledged, the said party of the second part and the said parties of the third part shall and will on demand cancel and deliver to the first party the several indentures of lease hereinbefore mentioned, dated respectively January 1, 1879, and March 3, 1880, whereby the properties of the Union Railway and Transit Companies, also the Terminal Railroads of St. Louis and of East St. Louis, were leased to the Bridge and Tunnel Companies.

Second—In consideration whereof the first party hereby agrees for itself, its successors and assigns, that upon the assignment and transfer as aforesaid to the first party of the said lease dated July 1, 1881, of the Bridge and Tunnel Companies to the Missouri Pacific and Wabash Companies, the first party hereto shall and will punctually and fully perform and pay without diminution or charge, each and every the covenants and payments stipulated in said lease to be performed and paid by the lessees therein named, and in all respects to be bound by and perform the conditions of said lease as if the first party hereto had been originally named as lessee in said lease; also that the several payments of principal and interest on bonds and of dividends on stock which are payable as rental under said lease shall become, and the same are hereby declared to be, a first charge and lien upon all the income of the first party thereto, and the payment of said rental to said Bridge and Tunnel Companies shall have precedence over any and all other payments, rentals or otherwise, except interest on the said 4½ per cent bonds, which said party of the first part may incur in connection with said reorganization.

The said party of the first part further agrees when the certificates for the first and second preferred stock of the St. Louis Bridge Company, and for the stock of the Tunnel Railroad of St. Louis are surrendered for transfer into new certificates, that it will endorse there-

on a guarantee of dividends the same as by said lease of July 1, 1881, it is provided, shall be endorsed thereon by Wabash, St. Louis & Pacific Railway Company and Missouri Pacific Railway Company. And said party of the first part covenants, promises and agrees to and with the several persons and parties who shall receive and at any time hereafter hold such new certificates bearing its guaranty, that at no time hereafter shall any alteration or modification be made of the terms of said agreement between it and said railroad companies, whereby the payment to be made by said railroad companies for the use and enjoyment by them of its property shall be reduced or diminished below what shall be necessary for the prompt payment of said dividends so guaranteed by it; and that upon default in payment of any of said dividends, said persons and parties being holders of certificates bearing said guaranty of said party of the first part, shall at once be and become entitled to enforce either in its or their own names, and by appropriate proceedings at law or in equity or otherwise, any and all liability of said railroad companies, or of either of them, to said party of the first part under said agreement, and all amounts at the time payable under said agreement, or thereafter becoming due under its terms to said party of the first part shall be and become appropriated for the satisfaction of any such dividends remaining unpaid.

And the said party of the second part, in consideration of the premises and of the assumption by the party of the first part hereto, of all the covenants and liabilities of the Missouri Pacific Railway Company and of the Wabash, St. Louis and Pacific Railway Company, and its successors in interest, as aforesaid, in and under said lease dated July 1, 1881, doth hereby consent to the assignment and transfer to said party of the first part of the said lease of the properties of said parties of the second part, being dated July 1, 1881, and so far as they lawfully can do hereby release said parties of the third part from all future personal or individual liabil-

ity as such leases on any and all covenants herein contained.

Third—The first party also further agrees that in case the first party, its successors and assigns, shall ever become and be in default for a period of sixty days in the payment of interest upon any of the outstanding bonds of said $7,000,000 issue (or any bonds issued in renewal or substitution thereof) so that there may be danger of foreclosure of mortgage and sale of said Terminal properties, said first party shall and will, on demand, execute and deliver to the second party a perpetual lease, and will thereupon, on demand, surrender to the second party immediate possession of all the properties of the first party which may be embraced in said mortgage or deed of trust, in consideration that the second party shall and will pay the interest accrued and to accrue on said 4½ per cent fifty-year bonds, or any of them that may be outstanding, and shall and will further provide for the payment or extension and final payment of the principal of said bonds when the same shall become due, together with accruing interest on said bonds that may be so extended.

And the St. Louis Bridge Company, one of the parties hereto of the second part, for itself, its successors and assigns, agrees that whenever the first mortgage bonds of the St. Louis Bridge Company, of the series amounting to $5,000,000, secured by its mortgage to J. C. Rogers and O. E. Tracy, dated the first day of April, 1879, shall mature or become due and payable, it will, for the purpose of providing for the taking up or the payment of the principal of the said bonds, and on request of the party of the first part hereto, from time to time, make issue and deliver such other mortgages and bonds of the same amount, bearing such rate of interest not exceeding 7 per cent per annum, and payable at such times and secured by the same property as is embraced in the mortgage to secure the bonds so to be taken up or paid, as may be deemed desirable by the party of the first part; but this provision shall not be construed to release the party of the first part from its obligation to

pay or to provide for the payment of the said bonds secured by the said mortgage of April 1, 1879.

Fourth--The said party of the first part further agrees that the 4½ per cent fifty-year bonds to be issued by it and the mortgage securing the same, shall contain provisions adequate and sufficient for the preservation and exercise of the rights hereinabove preserved and granted to said parties of the second part, and that the same shall in all respects be subject to the terms and conditions of these presents.

In Testimony Whereof, the parties have caused this agreemet to be executed as of the day and year hereinbefore first written.

(Seal)
Terminal Railroad Association of St. Louis.
(Signed) By Wm. Taussig, President.
Attest: Jas. Hanna, Secretary.
(Seal) The St. Louis Bridge Company.
(Signed) By Julius S. Walsh, President.
Attest: V. W. Fisher, Assistant Secretary.
(Seal) The Tunnel Railroad of St. Louis.
(Signed) By Julius S. Walsh, President.
Attest: V. W. Fisher, Assistant Secretary.
(Seal) Missouri Pacific Railway Company.
(Signed) By Jay Gould, President.
Attest: A. H. Calef, Secretary.
(Seal) Wabash Railroad Company.
(Signed) By O. D. Ashley, President.
Attest: J. C. Otteson, Secretary.

State of New York)
)ss.
City and County of New York,)

Be it remembered that on this fourth day of October, Anno Domini one thousand eight hundred and eighty-nine, before me, Donald B. Toucey, a Notary Public in and for the State and County of New York, personally appeared Jay Gould, the President, and Amos H. Calef, the Secretary, of the Missouri Pacific Railway Co., to me respectively personally known to be such, who, be-

ing by me severally duly sworn, did depose and say that he, said Jay Gould, resides in New York City, State of New York; that he, said Amos H. Calef, also resides in New York City, State of New York; that he, said Jay Gould, is the President, and he, said Amos H. Calef, is the Secretary of the said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company, and that they, the said Gould as such President, and the said Calef, as Secretary, signed the name of the said Company and affixed the corporate seal and their own names thereto, by the like order, as President and Secretary of the said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the purposes and objects therein stated.

In witness whereof, I have hereunto set my hand and affixed my official seal this fourth day of October, A. D. 1889.

(Seal) (Signed) Donald B. Toucey,
Notary Public, New York County, N. Y.

State of New York)
)ss.
City and County of New York,)

Be it remembered that on this thirtieth day of December, Anno Domini eighteen hundred and eighty-nine, before me, Clarence D. Ashley, a Notary Public in and for the State and County of New York, personally appeared Ossian D. Ashley, President, and John C. Otteson, Secretary, of the Wabash Railroad Company, to me respectively personally known to be such, who, being by me severally duly sworn, did depose and say that he, said Ashley, resides in New York City, State of New York; that he, said Ashley, is the President, and he, said Otteson, is the Secretary of the said Wabash Railroad Com-

pany; that they both know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company and that they, the said Ashley, as such President, and the said Otteson, as Secretary, signed the name of said Company and their own names thereto, by the like order, as President and Secretary of said Company respectively; and they, each respectively being personally known to me to be the same persons whose names are signed to the foregoing instrument as parties thereto, acknowledged to me that they signed, sealed and executed the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, for the consideration, purposes and objects therein stated.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above mentioned.

(Seal) (Signed) Clarence D. Ashley,
Notary Public, New York County, N. Y.

State of Missouri,)
)ss.
City of St. Louis,)

On this 21st day of December, 1889, before me appeared William Taussig, to me personally known, who, being by me duly sworn, did say that he is the President of the Terminal Railroad Association of St. Louis, and that the seal affixed to said instrument is the corporate seal of the said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William Taussig acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal hereunto affixed in said City of St. Louis this 21st day of December, 1889.

My term expires June 28th, 1893.

(Seal) (Signed) Millard F. Watts,
Notary Public, City of St. Louis, Missouri.

State of Missouri,)
)ss.
City of St. Louis,)

On this 21st day of December, 1889, before me appeared Julius S. Walsh, to me personally known, who, being by me duly sworn, did say that he is the President of the St. Louis Bridge Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal hereunto affixed in said City of St. Louis this 21st day of December, 1889.

(Seal) (Signed) Millard F. Watts,
Notary Public, City of St. Louis, Missouri.
My term expires June 28th, 1893.

State of Missouri,)
)ss.
City of St. Louis,)

On this 21st day of December, 1889, before me appeared Julius S. Walsh, to me personally known, who, being by me duly sworn, did say that he is the President of the Tunnel Railroad of St. Louis, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal hereunto affixed in said City of St. Louis this 21st day of December, 1889.

(Seal) (Signed) Millard F. Watts,
Notary Public, City of St. Louis, Missouri.
My term expires June 28th, 1893.

Complainant's Exhibit No. 47.

ELECTRIC CITY AND ILLINOIS RAILWAY COMPANY.

Know all Men by These Presents, That we, whose names are hereunto subscribed, do hereby associate ourselves together for the purpose of forming a corporation under the provisions of the laws of the State of Illinois, and more particularly under the provisions of Chapter 114 of Starr and Curtis' Annotated Statutes of the State of Illinois.

First—The name of this corporation shall be "Electric City and Illinois Railway Company."

Second—It is intended to construct this railway from the eastern approach of the Bridge to be constructed by the St. Louis Merchants Bridge Company, thence through Madison County, to the City of East St. Louis, in St. Clair County, all in the State of Illinois.

Third—The principal business office of this corporation shall be established and maintained at Venice, in the County of Madison, State of Illinois.

Fourth—This corporation shall continue as a body corporate for the term of fifty years, and the commencement of the construction of the road intended to be built shall be within one year from the date of these articles.

Fifth—The Capital Stock of this corporation is Fifty Thousand Dollars.

Sixth—The names and places of residence of the several persons forming this association for incorporation are as follows:

Charles Q. McLure, Granite Mountain.
John Whittaker, St. Louis, Mo.
S. W. Cobb, St. Louis, Mo.
C. C. Rainwater, St. Louis, Mo.
L. M. Rumsey, Hennepin Co., Minn.

Seventh—The names of the members of the first Board of Directors are Charles D. McLure, S. W. Cobb, C. C.

Rainwater, John Whittaker and L. M. Rumsey, and the government of the proposed corporation and the management of its affairs shall be vested in a President, Vice-President and Secretary.

Eighth—The capital stock of this corporation shall be divided into Five hundred shares, of the par value of one hundred dollars each.

In Testimony of all of which we have hereunto set our hands and seals this 18th day of February, A. D. 1889.

Charles D. McLure. (Seal)
S. W. Cobb. (Seal)
C. C. Rainwater. (Seal)
John Whittaker. (Seal)
L. M. Rumsey. (Seal)

State of Missouri,)
)ss.
City of St. Louis,)

Be it remembered that on this eighteenth day of February, 1889, before the undersigned, a Notary Public within and for the City of St. Louis, State of Missouri, personally came Charles D. McLure, S. W. Cobb, C. C. Rainwater, John Whittaker and L. M. Rumsey, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto, and they severally acknowledged the same to be their free act and deed for the purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and official seal this eighteenth day of February, 1889.

(Seal) M. Greenwood, Jr., Notary Public.

State of Illinois,)
)ss.
St. Clair County,)

This instrument was filed for record this 23rd day of February, A. D. 1889, at 8:30 o'clock a. m., and recorded in Book 6, Page 41.

Peter W. Lill, Recorder.
Edward D. Stookey, Deputy.

State of Illinois,)
)ss.
Madison County,)

I certify that the within instrument was this day duly recorded in said County in Book 181, Page 97, this 20th day of February, A. D. 1889, at 8 o'clock a. m.

Robt. Hagnauer, Clerk Cir. Court.

Filed for record in the office of the Secretary of State of Illinois, March 4th, 1889, at 9 o'clock a. m. and recorded.

I. N. Pearson, Sec'y. of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of the Articles of Incorporation of the Electric City and Illinois Railway Company, which was filed for record in this office on the fourth day of March, 1889, at 9 o'clock a. m., and recorded in Book No. II of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of the State, at the City of Springfield, the 5th day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 48.

State of Missouri,)
)ss.
City of St. Louis,)

We hereby certify that at a special meeting of the stockholders of the Electric City & Illinois Railway Company, held at the office of the Company in the Town of Madison, County of Madison, State of Illinois, on the 26th day of September, A. D. 1891, pur-

suant to notice given in the manner provided by law, the following questions were submitted to the stockholders:

1. Resolved, that the name of this corporation be changed from "Electric City & Illinois Railway Company" to "Madison Illinois & St. Louis Railway Company."

2. Resolved, That the capital stock of this company be increased from $50,000.00 to $500,000.00.

3. Resolved, That this company issue bonds in the sum of $500,000.00, and that the same be secured by mortgage upon all the rights, property and franchises of this company, now owned or hereafter to be acquired by it.

4. Resolved, That the number of directors of this Company be increased from five to eleven.

5. Resolved, That the objects for which this company was formed be enlarged by authorizing it to construct, maintain and operate a railway over and across the bridge of the St. Louis Merchants Bridge Company, construct across the Mississippi River in the County of Madison, State of Illinois, to the City of St. Louis, in the State of Missouri, and also to construct, maintain and operate its railway from the eastern approach of the bridge of the St. Louis Merchants Bridge Company through Madison County to the town of Alton, in said county; also from the eastern approach of said bridge through said Madison County to the town of Edwardsville in said county; also from the eastern approach of said bridge through Madison and St. Clair Counties to a point on the east bank of the Mississippi River opposite the southern part of the City of St. Louis, in the State of Missouri; also from a point in said last named route near where the same crosses the boundary line between Madison and St. Clair Counties through Madison and St. Clair Counties to the City of East St. Louis; all in the State of Illinois:

Which said resolutions were adopted by the stockholders—two-thirds of the votes represented by the whole stock of such corporation voting therefor.

In Witness Whereof, we have hereunto set our hands and affixed the seal of said corporation, this 28th day of September, A. D. 1891.

(Seal) Charles D. McLure,
President.

By----------

John H. Overall, Secretary.

State of Missouri,)
)ss.
City of St. Louis,)

....., being duly sworn, deposes and says that he had read the foregoing certificate subscribed by him, and knows the contents thereof, and that the same is true in substance and in fact, and that he is President of said Corporation.

Charles D. McLure, President.

Subscribed and sworn to before me, this 28th day of September, A. D. 1891.

(Seal) Wm. G. Schofield,
Notary Public, City of St. Louis, Missouri.

Filed Sept. 29th, 1891, at 8 o'clock a. m.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of State for the State of Illinois, do hereby certify that the foregoing is a true copy of the Certificate of Change of Name, Increase of Stock, Number of Directors, etc., of the Electric City & Illinois Railway Company, which was filed for record in this office on the 29th day of Sept., 1891, at 8 o'clock a. m., and recorded in Book No. 10 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, this 5th day of June, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 49.

State of Missouri, Department of State.

To all to Whom These Presents Shall Come:

I, John E. Swanger, Secretary of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the annexed pages contain a full, true and complete copy of Articles of Association of the "Interstate Sand & Car Transfer Company," filed July 20, 1896; of Statement increasing its Capital Stock from $90,000 to $300,000, filed June 27, 1898; of Affidavit changing its name to Interstate Car Transfer Co., filed June 27th, 1898; and of statement increasing its Capital Stock from $300,000 to $500,000, filed May 9, 1902, as same appears on file ..... in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 9th day of July, A. D. 1906.

(Seal) John E. Swanger, Secretary of State.

W. C. Irwin, Chief Clerk.

Articles of Incorporation of the

INTERSTATE SAND & CAR TRANSFER COMPANY.

Under and by virtue of the provisions of Chapter 42, Articles I and VIII of the Revised Statutes of Missouri, the undersigned, William K. Bixby, Samuel M. Kennard, Walker Hill, Charles H. Sharman, Arthur Lee, John B. C. Lucas, James Y. Lockwood and William K. Kavanaugh have associated themselves together with a view of engaging in the dredging and sand digging business, and the ownership and use of boats connected therewith, and the transfer of cars and freight in car-

load lots upon said boats upon the Mississippi River and its tributaries to their mutual profit and benefit, under the corporate name and style hereinafter set out, and for the purposes and objects hereinafter named, and for the period of time hereinafter specified, intending by this their acknowledgment and certificate that they, the undersigned, their associates and successors shall be entitled to have, possess and enjoy all the rights and privileges conferred by law upon corporations formed under said Articles I and VII, of Chapter 42, and all amendments thereof.

Article I. The corporate name of said corporation shall be "Interstate Sand & Car Transfer Company."

Article II. The corporation shall be located and have its chief place of business in the City of St. Louis and State of Missouri.

Article III. The capital stock of said Corporation shall be Ninety Thousand Dollars, and be divided into Nine Hundred shares of the price and par value of One Hundred Dollars each, and it is hereby certified, that the whole amount of said Capital Stock has been bona fide subscribed and that the whole amount thereof has been actually paid up in lawful money of the United States, and is in the custody of the persons named herein as the first Board of Directors of said corporation.

Article IV. The following is a correct list of the names and places of residence of the several stockholders or subscribers of the stock of said corporation, and the number of shares of stock subscribed by each.

Name and Place of Residence.	No. of Shares.
William K. Bixby, City of St. Louis, Missouri	70
Samuel M. Kennard, City of St. Louis, Missouri	70
Walker Hill, City of St. Louis, Missouri	70
Charles H. Sharman, City of St. Louis, Missouri	170
Arthur Lee, City of St. Louis, Missouri	170
John B. C. Lucas, City of St. Louis, Missouri	42
James Y. Lockwood, City of St. Louis, Missouri	301
William K. Kavanaugh, City of St. Louis, Missouri	7

Article V. The affairs of said company shall be managed by a Board of Directors, Five in number, and the names of the persons agreed upon by the undersigned, who shall serve as directors for the first year, are as follows: William K. Bixby, James Y. Lockwood, William K. Kavanaugh, Samuel M. Kennard and Arthur Lee, and all of said directors are bona fide citizens of the State of Missouri, and reside in the City of St. Louis, of said State.

Article VI. The corporate existence of said company hereby formed shall continue for a period of fifty years, next succeeding the issuing of the certificate of incorporation thereof.

Article VII. The objects and purposes for which this corporation is formed are to conduct and carry on the business of dredging and digging for sand and the sale of sand so dug, and for the filling and redeeming of low land and generally for the purchase, sale and trading in sand, and for the purchase, ownership and use of boats in such business and for the transfer of cars and freight in carload lots, upon its boats on its own account or for hire, and as principal or agent, and for the conducting and carrying on of such general business in connection therewith as may be necessary, convenient or usual and to purchase, hold, sell, convey, lease and otherwise enjoy or dispose of such Real Estate as may be necessary, usual or convenient to carry out the objects of this corporation as hereinbefore set forth, and finally to do any and all other things not herein enumerated which may tend to that end.

Article VIII. The first corporate meeting of this corporation shall be held on the 27th day of July, A. D. 1896, at Room 406 of Building Number 411 Olive Street, St. Louis, Missouri.

In Witness of their acknowledgement of this certificate of incorporation the above named incorporators have hereunto set their hands and seals respectively.

John B. C. Lucas. (Seal)
Walker Hill. (Seal)
Sam M. Kennard. (Seal)
Chas. H. Sharman. (Seal)
Arthur Lee. (Seal)
W. K. Bixby. (Seal)
Jas. Y. Lockwood. (Seal)
W. K. Lockwood. (Seal)

State of Missouri,)
)ss.
City of St. Louis,)

On the eleventh day of July, A. D. 1896, before me personally appeared Samuel M. Kennard, Charles H. Sharman, Arthur Lee, William K. Bixby, James Y. Lockwood and William K. Kavanaugh, all known to me to be the persons described in and who executed the foregoing instrument, and they severally acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at office in said City of St. Louis, this 11th day of July, A. D. 1896.

Copy of Seal.

Jane M. Whitelaw,
Notary Public, City of St. Louis,
Mo., United we stand divided
we fall. Salus populi Su-
prema Lex esto MDCCCXX.
My commission expires February 14th, 1900.

Jane M. Whitelaw,
Notary Public, City of St. Louis, Mo.

State of Michigan,)
)ss.
County of St. Clair,)

On this 14th day of July, A. D. 1896, before me personally appeared Walker Hill, known to me to be the

person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at office in said County of St. Clair, on this 14th day of July, A. D. 1896.

My commission expires———.

Copy of Seal.

Chas. N. Runnels,
Notary Public, St. Clair County,
Mich.

C. N. Runnels, Notary Public.

State of Missouri,)
)ss.
City of St. Louis,)

On this 16th day of July, A. D. 1896, before me personally appeared John B. C. Lucas, known to me to be the person desribed in and who executed the foregoing instrument and acknowldeged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal at office in said City of St. Louis on this 16th day of July, A. D. 1896.

Copy of Seal.

C. F. A. Mueller,
Notary Public of St. Louis, Mo.
Commission expires Feb. 18,
1898.

My Commission expires February 18, 1898.

C. F. A. Mueller, Notary Public.

Filed and Recorded July 18th, 1896, at 10:35 a. m.

M. D. Lewis, Recorder.

State of Missouri,)
)ss.
City of St. Louis,)

I, the undersigned Recorder of Deeds for said City and State, do hereby certify the foregoing to be a true copy of the Articles of Incorporation of the "Interstate Sand

& Car Transfer Company," together with the acknowledgments and date of filing and recording thereof as the same remains of record in my office in Book of Corporations 15, page 242.

In Witness Whereof, I here hereunto set my hand and official seal this 18th day of July, A. D. 1896.

(Seal) M. D. Lewis, Recorder.

Filed and Certificate of Incorporation issued July 20, 1896.

A. A. Lesueur, Secretary of State.

CERTIFICATE.

Be It Known, that on the Fifth day of May, A. D. 1898, a meeting of the stockholders of the Interstate Sand & Car Transfer Company was held at the office of the Company in the City of St. Louis, State of Missouri, for the purpose of increasing the capital stock of said company pursuant to notice by a majority of the Directors of said Company, duly published in the "St. Louis Star", a daily newspaper published in the city of St. Louis, for more than sixty days prior to said date, the first insertion of said notice being on the Fifth day of March, 1898, and the last insertion on the Thirtieth day of April, 1898, that a copy of said notice, postage prepaid, was deposited in the Postoffice in the said City of St. Louis, Missouri, addressed to each stockholder at his usual place of residence, at least sixty days previous to the day fixed for said meeting.

That said meeting was organized by choosing William K. Kavanaugh, a director in said Company, Chairman, and James Y. Lockwood, a suitable person, Secretary thereof.

That at said meeting there were present in person or by proxy at least a majority of the stockholders holding the full value of all the shares of stock of said Company.

That a proposition was then and there submitted to increase the capital stock of said Company from 900 shares of the par value of $100.00 per share, or $90,-

000.00, to 3,000 shares of the par value of $100.00, per share, or $300,000.00.

And upon canvassing the vote thereon, it appeared that a majority of the stock of said company had been voted in favor of such increase. The amount of the capital stock of said Company paid up is Ninety Thousand Dollars ($90,000.00). The amount of the assets of said Company is $369,692.71. The amount of its liabilities is $51,629.11, and the amount to which the capital stock of said company is increased is Three hundred thousand Dollars ($300,000.00), and that all of said increase of capital has been actually paid up in lawful money of the United States and is in the hands of the Board of Directors of said Company.

Wm. K. Kavanaugh, Chairman.

Attest: Jas. Y. Lockwood, Secretary.

William K. Kavanaugh, Chairman, being duly sworn, says the matters and things set forth in the foregoing statement are true.

Wm. K. Kavanaugh, Chairman.

Subscribed and sworn to before me, this 25th day of June, A. D. 1896.

Copy of Seal.
Jane M. Whitelaw,
Notary Public, City of St. Louis,
Mo. United we stand divided
we fall. Salus populi suprema
lex esto. MDCCCXX.
My commission expires February 14th, 1900.

Jane M. Whitelaw,
Notary Public, City of St. Louis, Missouri.

State of Missouri,)
)ss.
City of St. Louis,)

On this twenty-fifth day of June, A. D. 1898, before me personally appeared William K. Kavanaugh, and James Y. Lockwood, to me known to be the persons described in and who executed the foregoing instrument

and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last aforesaid.

Copy of Seal.

Jane M. Whitelaw,
Notary Public, City of St. Louis,
Mo. United we stand divided
we fall. Salus populi suprema
lex esto. MDCCCXX.

My commission expires February 14th, 1900.

Jane M. Whitelaw,
Notary Public, City of St. Louis, Missouri.

Filed and recorded June 25th, 1898, at 12:09 p. m.

M. D. Lewis, Recorder.

State of Missouri,)
)ss.
City of St. Louis,)

I, the undersigned Recorder of Deeds for said City and State, do hereby certify the foregoing to be a true copy of the statement of the increase of the capital stock of the Interstate Sand & Car Transfer Company, together wtih the acknowledgment and date of filing and recording thereof, as the same remains of record in my office in Book of Corporations 17, page 332.

In Witness Whereof, I have hereunto set my hand and official seal, this 25th day of June, A. D. 1898.

(Seal) M. D. Lewis, Recorder.

Filed and certificate issued June 27, 1908.

A. A. Lesueur, Secretary of State.

State of Missouri,)
)ss.
City of St. Louis,)

William K. Kavanaugh, being first duly sworn on his oath, says he is the President of the Interstate Sand and Car Transfer Company, that on the Fifth day of May, 1898, the stockholders of said Company, did by a vote of its stockholders as by its by-laws directed,

change the corporate name of said Company from Interstate Sand and Car Transfer Company to Interstate Car Transfer Co., and further this affiant saith not.

Wm. K. Kavanaugh.

Subscribed and sworn to before me this 25th day of June, A. D. 1898. My term expires February 14, 1900.

(Seal) Jane M. Whitelaw,

Notary Public, City of St. Louis, Missouri.

Filed June 27, 1898,

A. A. Lesueur, Secretary of State.

STATEMENT OF CHANGE OF CAPITAL STOCK.

Be it known that on the Third day of May, A. D. 1902, a meeting of the stockholders of the Interstate Car Transfer Company was held in the office of the Company, Rooms 817, 818 and 819 Security Building, S. W. Corner of Fourth and Locust Streets, St. Louis, Missouri, for the purpose of increasing the capital stock of said Company pursuant to notice signed by a majority of Directors of said Company, duly published in the "St. Louis Star," a daily newspaper published in the City of St. Louis, Missouri, for more than sixty days prior to said date, the first insertion of said notice being on the 27th day of February, 1902, and the last insertion on the 1st day of May, 1902.

That a copy of said notice, postage prepaid, was deposited in the Postoffice in the City of St. Louis, Missouri, addressed to each stockholder at his usual place of residence at least sixty days previous to the day fixed for said meeting.

That said meeting was organized by choosing William K. Kavanaugh, a director in said Company, Chairman, James Y. Lockwood, Secretary, thereof.

That at said meeting there were present in person and by proxy at least a majority of the stockholders holding the full value of all the shares of stock of said Company.

That a proposition was then and there submitted to increase the Capital Stock of said Company from Three

Thousand shares of the par value of $100.00 per share, or Three Hundred Thousand Dollars ($300,000.00), to Five Thousand shares of the same par value each, of Five Hundred Thousand Dollars ($500,000.00), and upon canvassing the vote thereon, it appeared that a majority of the stock of said Company had been voted in favor of such increase. The amount of the capital stock of said Company paid up is $300,000.00.

The amount of the assets of said Company is $637,-063.42.

The amount of its liabilities is $108,069.09.

And the amount to which the capital stock of the Company is increased is $500,000.00 and that all of said increase of capital has been actually paid up in lawful money of the United States and is in the hands of the Board of Directors of said Company.

W. K. Kavanaugh, Chairman.

Attest: Jas. Y. Lockwood, Secretary.

William K. Kavanaugh, Chairman, being duly sworn on his oath says that the matters and things set forth in the foregoing statements are true.

W. K. Kavanaugh, Chairman.

Subscribed and sworn to before me this 7th day of May, A. D. 1902. My term expires Sept. 19th, 1905.

Copy of Seal.

A. W. Mojse,
Notary Public, City of St. Louis, Mo.

A. W. Moise,
Notary Public, City of St. Louis, Missouri.

State of Missouri,)
)ss.
City of St. Louis,)

On this 7th day of May, A. D. 1902, before me personally appeared William K. Kavanaugh and James Y. Lockwood, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged to me that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last aforesaid. My term expires Sept. 19th, 1905.

Copy of Seal.

A. W. Moise,
Notary Public, City of St. Louis, Mo.

A. W. Moise,
Notary Public, City of St. Louis, Missouri.

Filed and recorded May 7th, 1902, at 11:45 a. m.

Wm. H. Hahn, Recorder.

State of Missouri,)
)ss.
City of St. Louis,)

I, the undersigned, Recorder of Deeds for said City and State, do hereby certify the foregoing to be a true copy of the statement of increase of capital stock of the Interstate Car Transfer Company, together with the acknowledgment and date of filing and recording thereof as the same remains of record in my office in Book of Corporations No. 20, page 395.

In Witness Whereof, I have hereunto set my hand and official seal this 7th day of May, A. D. 1902.

(Seal) Wm. H. Hahn, Recorder.

Filed and certificate issued May 9, 1902.

Sam B. Cook, Secretary of State.

Complaint's Exhibit No. 50.

State of Missouri, Department of State.

To All to Whom These Presents Shall Come:

I, John E. Swanger, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby testify that the annexed pages contain a full, true and complete copy of Articles of Association of the Union Depot Company of St. Louis, with the several Certificates thereon, filed May 12th, 1874, as the same appears on file and of record in this office.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri. Done at the City of Jefferson, this 10th day of July, A. D. 1906.

(Seal) John E. Swanger, Secretary of State.

W. C. Irwin, Chief Clerk.

CERTIFICATE OR INCORPORATION.

State of Missouri,)
)ss.
County of St. Louis,)

April Term, 1874.

Saturday, May 9th, 1874.

Whereas, William D. Griswold, William H. Clement, Joseph N. Kinney, Robert M. Shoemaker, Peter W. Strader, William Taussig and Samuel Gaty have filed in the office of the Clerk of the Circuit Court of St. Louis County their Articles of Association in compliance with the provisions of an "Act," entitled an act authorizing the formation of Union Depots and Stations for railroads in Cities of this State, approved March 18th, 1871, with their petition of Incorporation under the Name and Style of "The Union Depot Company of St. Louis," they are, therefore, hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the act above named.

By Order of the Circuit Court of St. Louis County.

Attest: John Lewis, Clerk Circuit Court St. Louis County.

(Seal)

A true copy of the Certificate as issued by the Clerk.

Attest with seal of Court.

(Seal) John Lewis, Clerk.

Articles of Association of

THE UNION DEPOT COMPANY OF ST. LOUIS.

This is to certify that William D. Griswold, William H. Clement, Joseph N. Kinney, Robert M. Shoemaker, Peter W. Strader, William Taussig, Samuel Gaty, have associated themselves for the purpose of forming a corporation, under the provisions of An Act of the General Assembly of the State of Missouri, entitled "An

Act authorizing the formation of Union Depots and Stations for Railroads in Cities of this State," approved March 18th, 1871, and have agreed upon the following articles of association:

Article First—The corporate name of the corporation thus to be formed, shall be "The Union Depot Company of St. Louis."

Article Second—The objects for which this company is formed are to construct, establish and maintain a Union Station and depot for passengers and ultimately, if it shall be found advisable, for freight also, either together or separately, in the same or different localities in the City of St. Louis, in the County of St. Louis, in the State of Missouri, with the necessary offices and rooms convenient for the same and all appurtenances thereto, to-wit said Union Stations for passenger and freight depots, to acquire the ground necessary and convenient therefor, to erect the buildings therefor, to lay the necessary tracks, approaching and passing through and beyond said depots, to make such arrangements with the City of St. Louis for laying tracks on, under, or over the streets of said City as may be necessary, to make such arrangements with Railroad, Tunnel, Bridge or other Companies as may be necessary to connect their tracks with their own, to make such proper and reasonable charges as may be determined on for the use of their said depots, tracks and other appliances, and generally to do and provide all and whatever may be necessary and convenient for constructing, establishing and maintaining said depots.

Article Third—The number of years during which the corporate existence of this company shall continue shall be ninety-nine (99) years.

Article Fourth—The capital stock of this corporation shall be One Million of Dollars ($1,000,000) to be represented by Ten Thousand Shares (10,000) of the par value of One Hundred Dollars ($100) each.

Article Fifth—The names and places of residence of the Directors of said corporation, who have been duly

elected by the subscribers in pursuance of said articles of association to manage its affairs for the first year of its incorporation and until others are chosen in their places are as follows: Being seven (7) in number:

Names.	Residences.
William D. Griswold,	St. Louis, Missouri.
William H. Clement,	Morrow, Ohio.
Joseph N. Kinney,	Cincinati, Ohio.
Robert M. Shoemaker,	Glendale, Ohio.
Peter W. Strader,	Cincinnati, Ohio.
William Taussig,	St. Louis, Missouri.
Samuel Gaty,	St. Louis, Missouri.

Article Sixth—The amount of stock taken by each of the subscribers of these articles, is as follows:

Names of Subscribers.	No. of Shares.	Total Value.
William D. Griswold	100	$10,000
William H. Clement	250	$25,000
Joseph N. Kinney	250	$25,000
Robert M. Shoemaker	250	$25,000
Peter W. Strader	250	$25,000
William Taussig	50	$ 5,000
Samuel Gaty	25	$ 2,500

Article Seventh—The company hereby formed is to be located in the City of St. Louis aforesaid.

In Witness Whereof, we, the above named subscribers and corporators, have hereunto set our hands and seal respectively at said City of St. Louis, this tenth (10) day of April, A. D. 1874.

W. D. Griswold	(Seal)
W. H. Clement.	(Seal)
J. N. Kinney.	(Seal)
R. M. Shoemaker.	(Seal)
P. W. Strader.	(Seal)
Wm. Taussig.	(Seal)
Sam. Gaty.	(Seal)

To the Court of St. Louis County:

The subscribers of the above articles of association petition said Circuit Court of St. Louis County to grant to them a certificate of incorporation under the provisions of the Act of the General Assembly of the State of Missouri above recited and they submit herewith the certificate of three (3) Railroad Companies which have tracks leading into the City of St. Louis as required by said act.

W. D. Griswold.
W. H. Clement.
J. N. Kinney.
R. M. Shoemaker.
P. W. Strader.
Wm. Taussig.
Sam'l. Gaty.

To the Circuit Court of St. Louis County:

The Undersigned Railroad Companies, severally having tracks of railroads leading into the City of St. Louis, hereby certify that the incorporation of said association in the foregoing articles mentioned, and the establishment of said Union Depots, is a matter of public utility and that the said Companies expect to make arrangements for the use of said depots when the same shall be constructed.

Atlantic & Pacific R. R. Co.
By A. Pierre, Vice-President.
Mo. Pa. Rail Road.

The St. Louis Tunnel R. R. Co.
By Wm. Taussig, President.
The St. Louis & Iron Mountain Railroad Co.
By Thos. Allen, President.

Endorsed.
Filed May 9th, 1874..

J. Lewis, Clerk.

In the Circuit Court of St. Louis County.

April Term, 1874.

Saturday, May 9th, 1874.

Application of William D. Griswold, William H. Clement, Joseph N. Kinney, Robert M. Shoemaker, Peter W. Strader, William Taussig and Samuel Gaty.

Now come William D. Griswold, William H. Clement, Joseph N. Kinney, Robert M. Shoemaker, Peter W. Strader, William Taussig and Samuel Gaty and present their articles of association with their petition for a certificate of Incorporation under the name and style of "The Union Depot Company of St. Louis" under the provision of an Act of the General Assembly of the State of Missouri, entitled "An Act authorizing the formation of Union Depots and Stations for Railroads in Cities of this State," approved March 18th, 1871. And the Court, being satisfied that said certificate has been signed by three railroad companies who have tracks leading into this City. It is ordered by the Court that the Clerk of this Court shall file said petition, articles and certificate aforesaid and grant to the said association a certificate of incorporation.

State of Missouri, County of St. Louis—ss.

I, John Lewis, Clerk of the Circuit Court of St. Louis County, certify the above and foregoing to be true copies of the articles of association, certificate of three Railroad Companies petition of incorporation, and order of court granting a certificate to said incorporators as fully as the same remains of record and on file in my office. And I further certify that the accompanying certificate of Incorporation is a true copy of the same as issued by me to said incorporators under the order of said court.

In Testimony Whereof, I hereto set my hand and affix the seal of said Court at office in the City of St. Louis this 9th day of May, A. D. 1874.

(Seal.) John Lewis, Clerk.

Recorded on pages 248-252, Book R. R. Corporations, Vol. 2.
Filed May 12th, 1874.
Eugene F. Weigel, Secretary of State.

Complainant's Exhibit No. 51.

Articles of Incorporation of the

EAST ST. LOUIS BELT RAILROAD COMPANY.

The undersigned, Julius S. Walsh, E. P. Bryan, James Hanna, J. M. Hamil, and F. C. Daab, for the purpose of organizing a railroad corporation under and pursuant to the laws of the State of Illinois, and for the purpose of constructing and operating a railroad in said State, do hereby make, agree to, and adopt the following articles of Incorporation, to-wit:

I. The name of such proposed corporation shall be East St. Louis Belt Railroad Company.

II. The place from and to which it is intended to construct the proposed railway are from a point in the County of Madison, State of Illinois, on the Mississippi River, to a point in the County of St. Clair, State of Illinois, on said Mississippi River, opposite the City of St. Louis, State of Missouri.

III. The place at which shall be established and maintained the principal business office of such proposed corporation is the city of East St. Louis, County of St. Clair, State of Illinois.

IV. Such corporation shall continue a body corporate for a period of fifty (50) years from the date of the filing and recording of these Articles of Incorporation in the office of the Secretary of State of the State of Illinois.

V. The amount of the capital stock of such corporation shall be $500,000.

VI. The names and places of residence of the persons owning such corporation are as follows, to-wit:

Names and Places of Residence:

Julius S. Walsh, St. Louis, Mo.
E. P. Bryan, St. Louis, Mo.
James Hanna, Alton, Ill.
J. M. Hamil, Belleville, Ill.
F. C. Daab, Belleville, Ill.

VII. The names of the members of the first Board of Directors are as follows:

Julius S. Walsh, E. P. Bryan, James Hanna, J. M. Hamil and F. C. Daab.

VIII. The officers and persons in whom the government of the corporation and the management of its affairs shall be vested are the first Board of Directors as just stated.

IX. The number of shares shall be five thousand (5000) and the amount of each share shall be one hundred dollars ($100).

In Witness Whereof, we have hereunto severally subscribed our names this seventh day of June, 1898.

Julius S. Walsh.
E. P. Bryan.
Jas. Hanna.
J. M. Hamil.
F. C. Daab.

Filed for record June 16, 1898, at 9 o'clock a. m.
James A. Rose, Sec'y. of State.

United States of America, State of Illinois—ss.

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of the East St. Louis Belt Railroad Company, which was filed for record in this office on the 15th day of June, 1898, at nine o'clock a. m., and recorded in Book No. 15 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the 9th day of July, A. D. 1906.

(Seal.) James A. Rose, Secretary of State.

Complainant's Exhibit No. 52.

TERMINAL RAILROAD OF EAST SAINT LOUIS.

Be it known that we, Lewis B. Jones, J. M. Thompson, E. B. Woodward, John Doyle and S. M. Davidson do by these presents, form or organize an incorporated Company for the purpose of constructing and operating a Railroad in the State of Illinois, and in accordance with the laws thereof, and for the purpose do make and adopt and sign the following Articles of Incorporation, to-wit:

First—The name of the proposed corporation shall be Terminal Railroad of East St. Louis.

Second—The place from which said proposed Railroad is intended to be constructed are the tracks and termini and near to East St. Louis, in the State of Illinois, of the St. Louis Bridge Company, the Union Railway and Transit Company, the Chicago and Alton Railroad Company. The St. Louis, Wabash and Pacific Railway, the Indianapolis and St. Louis Railroad Company, the Chicago, Burlington & Quincy Railroad Company, the Ohio and Mississippi Railroad Company, the St. Louis, Alton & Terre Haute Railroad Company (otherwise called the Cairo Short Line), the St. Louis, Vandalia and Terre Haute Railroad, the Nashville, Chattanooga and St. Louis Railroad Company (formerly called the St. Louis and Southeastern), the Illinois and St. Louis Railroad Company, the East St. Louis and Carondelet Railway, the East St. Louis Connecting Railway, the Cairo and St. Louis Railroad Company, and of any other Railroads entering or to enter said city of East St. Louis, or its vicinity; and the places to which it is intended to construct the proposed Railway, are, the yards, depots and side tracks now existing, or to be provided, in or near said City of East St. Louis, and such connections with other Railroads already constructed or to be constructed, as may be found necessary or convenient, and such factories and other establishments, as may need such connections—the general ob-

ject and purpose being to provide the most ample and convenient connections, accommodations and terminal facilities, in and near said City of East St. Louis for all Railroads now there constructed, or hereafter to be constructed and for all individuals and companies doing business with said Railroad.

Third—The place at which the principal business office of such proposed corporation shall be established and maintained, is East St. Louis, and the State of Illinois.

Fourth—The time of the commencement of the proposed corporation is the twentieth day of February, A. D. 1880; and the period of the continuance thereof is fifty (50) years.

Fifth—The amount of the capital stock of said corporation is One Hundred Thousand Dollars ($100,000).

Sixth—The names and places of residence of the several persons forming this association for incorporation are as follows, viz.:

Names.	Places of Residence.
Lewis B. Jones,	St. Louis, Missouri.
J. M. Thompson,	St. Louis, Missouri.
E. W. Woodward,	Warren County, Ohio.
John Doyle,	East St. Louis, Illinois.
S. M. Davidson,	East St. Louis, Illinois.

Seventh—The names and places of residence of the first Board of Directors of the company are as follows, to-wit:

J. M. Thompson, St. Louis, Mo.
E. W. Woodward, Warren County, Ohio.
Samuel M. Davidson, East St. Louis, Ill.
John Doyle, East St. Louis, Ill.
Edmund Allen, Wilmington, Ill.
Gustavus A. Koerner, Belleville, Ill.
S. M. Breckenridge, St. Louis, Mo.;

and the officers of the proposed corporation, in whom its government and management of its affairs shall be vested, are, the President, Vice President, Secretary,

Treasurer, Superintendent and such other officers as may be found necessary.

Eighth—The number of shares of which the capital stock of the proposed corporation shall consist, is One thousand (1000), and the amount of par value thereof is one hundred ($100) Dollars each.

In Witness Whereof, we have hereunto set our hands and seals this 20th day of February, A. D. 1880.

Samuel M. Davidson. (Seal)
Lewis B. Jones. (Seal)
J. M. Thompson. (Seal)
E. W. Woodward. (Seal)
John Doyle. (Seal)

State of Illinois,)
East St. Louis,)ss.
County of St. Clair,)

I, Thomas L. Fekete, a Notary Public, within and for the State, County and City aforesaid, do hereby certify that Lewis B. Jones, J. M. Thompson, E. W. Woodward, John Doyle and S. M. Davidson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, to-wit: The Articles of Incorporation hereinbefore written, appeared before me, this day in person and severally acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this twentieth day of February, A. D. 1880.

(Seal)

Thomas L. Fekete,
Notary Public.

State of Illinois,)
)ss.
St. Clair County,)

This Instrument was filed for record this 20th day of February, A. D., 1880, at 3:40 o'clock p. m. and Recorded in Book 155, Page 1.

Charles Becker, Recorder.

Filed for Record in the office of the Secretary of State this 23rd day of February, A. D., 1880.

Geo. H. Harlow, Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of Terminal Railroad of East St. Louis, which was filed for record in this office on the 23rd day of February, 1880, and recorded in Book No. Three of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State at the city of Springfield, the fifth day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 53.

TERMINAL RAILROAD OF EAST ST. LOUIS.

Office of the Terminal Railroad of East St. Louis, East St. Louis, Illinois.

I, the undersigned Secretary of the Terminal Railroad Company of East St. Louis, hereby certify that at a meeting of the stockholders of said Terminal Railroad, a Company organized and existing under the laws of the State of Illinois, held at the office of the Company in East St. Louis, on the 3rd day of March, A. D. 1885, the following resolution was adopted, as appears from the official record of the proceedings of said meeting by a unanimous vote of all the stockholders present and represented by proxy:

"Resolved, That the stockholders of this Company hereby approve the proposition to increase the capital stock of the Terminal Railroad of East St. Louis, from three hundred thousand dollars ($300,000) to four hun-

dred thousand dollars ($400,000), that is to increase the same by one hundred thousand dollars ($100,000), and hereby consent to and authorize said increase to be made and authorize and direct the steps required by law for that purpose to be taken."

And I further certify that at a meeting of the Board of Directors of said Terminal Railroad of East St. Louis duly called and held also at its said office on the 3rd day of March, A. D. 1885, a majority of said Board being present, the following resolution was unanimously adopted:

"Resolved, That in accordance with the recommendation of the Board of Directors of this Company, at its meeting on the 10th day of December, 1884, and with the action of the stockholders at their meeting held on the 3rd day of March, 1885, sanctioning and authorizing the same. That the Capital Stock of the Terminal Railroad of East St. Louis, be, and the same is hereby increased by the amount of one hundred thousand dollars in addition to the present Capital, making the entire authorized capital of the Company four hundred thousand dollars ($400,000)."

Whereupon the Capital Stock of said Terminal Railroad of East St. Louis was increased from three hundred thousand dollars to four hundred thousand dollars by said increase of one hundred thousand dollars, all of which as by law required is certified by me and attested with the corporate seal of the company this 5th day of March, A. D. 1885.

(Corporate Seal) Jas. Hanna,
Secretary of the Company and also Ex-Officio Secretary of the Stockholders' Meeting.

Filed for Record in the Office of the Secretary of State of Illinois, March 6th, 1885, at 9 o'clock a. m., and recorded.

Henry S. Dement, Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Ross, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Resolutions of Stockholders of the Terminal Railroad Company of East St. Louis, which was filed for record in this office on the sixth day of March, 1885, at nine o'clock a. m., and recorded in Book No. 10 of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the fifth day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 54.

VENICE AND CARONDELET RAILWAY COMPANY.

Articles of Incorporation of the Venice and Carondelet Railway Company.

Know all Men, that the undersigned, C. S. Greeley, Adolphus Meier, John D. Perry, George Knapp, Hugh Campbell, Joseph W. Branch, Gustavus A. Koerner, Charles H. Sharman, Russell Hinckley and W. E. Richardson, desiring to organize and become an incorporated Company for the purpose of constructing and operating a Railroad in this state under and pursuant to the provisions of an act of the General Assembly of Illinois, entitled "An Act to provide for the Incorporation of Associations that may be organized for the purpose of constructing railways, maintaining and operating the same, for prescribing and defining the duties and limiting the powers of such corporations when so organized," in force March 1, 1872, have adopted and do sign these Articles of Incorporation.

First—The name of the Corporation shall be "The Venice and Carondelet Railway Company."

Second—It is intended to construct the proposed railway from Venice in the County of Madison, to the village of East Carondelet, in the County of St. Clair, Illinois, and to connect with all railroad lines that terminate at or pass through the City of East St. Louis at such points as may be necessary or convenient for the business of the corporation, and also to connect said proposed railway with the Bridge of the St. Louis Bridge Company across the Mississippi River and to construct it to the Relay Depot in East St. Louis.

Third—The principal business office of the corporation shall be at East St. Louis, St. Clair County, Illinois.

Fourth—The time of the commencement of this proposed corporation shall be immediately upon the filing of these articles in the office of the Secretary of State of the State of Illinois, and the period of its continuance shall be fifty (50) years.

Fifth—The amount of capital stock of this corporation shall be Fifty Thousand Dollars ($50,000.00).

Sixth—The names of the several persons forming this association for incorporation and their residences respectively are as follows:

C. S. Greeley, St. Louis, Missouri; Adolphus Meier, St. Louis, Missouri; John D. Perry, St. Louis, Missouri; George Knapp, St. Louis, Missouri; Hugh Campbell, St. Louis, Missouri; Joseph W. Branch, St. Louis, Missouri; Gustavus A. Koerner, Belleville, Illinois; Charles H. Sharman, Belleville, Illinois; Russell Hinckley, Belleville, Illinois; W. E. Richardson, St. Clair County, Illinois.

Seventh—The names of the members of the first Board of Directors are as follows: C. S. Greeley, Adolphus Meier, John D. Perry, Russell Hinckley, Charles H. Sharman, W. E. Richardson and Gustavus A. Koerner. The government of the proposed corporation and the management of its affairs shall be vested in a Board

of Seven Directors, the first Board consisting of the persons last above mentioned.

Eighth—The number of shares in the Capital stock of this corporation shall be five hundred (500) each of the amount and value of one hundred dollars ($100.00).

In Witness Whereof, we have hereunto set our hands and seals this 12th day of February, A. D. 1880.

C. S. Greeley.	(Seal)
Joseph W. Branch.	(Seal)
George Knapp.	(Seal)
Hugh Campbell.	(Seal)
Rusl. Hinckley.	(Seal)
Adolphus Meier.	(Seal)
John D. Perry.	(Seal)
W. E. Richardson.	(Seal)
Chas. H. Sharman.	(Seal)
G. A. Koerner.	(Seal)

State of Illinois,)
)ss.
Madison County,)

This Instrument was filed for record this 16th day of February, A. D. 1880, at 6:05 o'clock p. m., and recorded in Book 108, on Page 366.

John D. Heisel, Clerk Circuit Court.

State of Illinois,)
)ss.
County of St. Clair,)

This instrument was filed for record this 16th day of February, A. D. 1880, and recorded in Book 153, Page 57.

Charles Becker, Recorder.

Filed for Record in the office of the Secretary of State on the 18th day of February, A. D. 1880.

Geo. H. Harlow, Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of The Venice and Carondelet Railway Company, which was filed for record in this office on the 18th day of February, 1880, and recorded in Book No. Three of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the fifth day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 55.

UNION RAILWAY AND TRANSIT COMPANY.

Articles of Incorporation of The Union Railway and Transit Company.

Be it Known, that the undersigned, William Taussig, R. M. Shoemaker, J. N. Kinney, William H. Clement, P. W. Strader, J. M. Thompson, Edmund Allen, Robert L. Allen, Edmund A. Allen and John B. Bowman, desiring to organize an incorporated company for the purpose hereinafter stated, do acknowledge and certify under and in pursuance of the provision of an act of the General Assembly of the State of Illinois, entitled an act to provide for the incorporation of Associations that may be organized for the purpose of constructing railways, maintaininig and operating the same; for prescribing and defining the duties and limiting the powers of such corporations when so organized, approved March first (1st), A. D. 1872. And of an act of said General Assembly of the State of Illinois entitled an act concerning corporations, approved April eighteenth (18th), A. D. 1872. That they do hereby associate themselves and organize by adopting and signing arti-

cles of incorporation in the manner and for the purposes hereinafter stated, that is to say:

First—The corporate name and title of the corporation hereby organized shall be "The Union Railway & Transit Company.

Second—The object for which this Corporation is organized is to construct, own, operate and control a Railroad with as many tracks and such switching yards, and all other appurtenances, as its business may require, to connect Railroads now constructed or hereafter to be constructed, terminating at or near East St. Louis, in the County of St. Clair, in the State of Illinois, with the Bridge of the Illinois and St. Louis Bridge Company, at East St. Louis, aforesaid, and with Eastern approaches of said bridge, and to operate the said railroad and the railroads crossing said bridge and passing through the Tunnel at the Western end of said bridge at St. Louis; and it is intended to construct the proposed Railway from the points or places to which said Illinois and St. Louis Bridge Company may carry its approaches at the East end thereof; and to such points or places on the lines of the several railroads terminating or hereafter to terminate at East St. Louis aforesaid, as the Company hereby organized shall find most convenient for the purpose of transporting persons and property from said railroads to and from said approaches and over said bridge.

Third—The principal business office of this corporation shall be established at East St. Louis in the County of St. Clair in said State of Illinois.

Fourth—The time of the commencement of this proposed corporation shall be immediately on the filing of these articles of incorporation in the office of the Secretary of State of the State of Illinois and in the office of the Recorder of Deeds of St. Clair County in said State of Illinois, which is the only company through, or into, or in which said Railway is proposed to be run; and the period of the continuance thereof shall be fifty (50) years.

Fifth—The amount of the capital stock of this corporation shall be two hundred and fifty thousand dollars ($250,000).

Sixth—The names of the several persons forming this Association for incorporation and their residences respectively are as follows, to-wit:

William Taussig, St. Louis, Missouri.
R. M. Shoemaker, Glendale, Ohio.
J. H. Kinney, Cincinnati, Ohio.
William H. Clement, Morrow, Ohio.
P. W. Strader, Cincinnati, Ohio.
J. M. Thompson, St. Louis, Missouri.
Edmund Allen, Wilmington, Illinois.
Robert L. Allen, Wilmington, Illinois.
Edmund A. Allen, Wilmington, Illinois.
John B. Bowman, East St. Louis, Illinois.

Seventh—The first Board of Directors of the Company hereby organized shall be composed of the following nameod persons, seven (7) in number, to-wit: William H. Clement, R. H. Shoemaker, William Taussig, Edmund Allen, Robert L. Allen, Edmund A. Allen and John B. Bowman.

And the government thereof and the management of its affairs shall be vested in a Board of Directors seven (7) in number, and its officers shall be a President, Vice President, Secretary and Treasurer, and such other officers and agents, as shall be determined by said Board of Directors from time to time.

Eighth—The number of shares in the capital stock of this corporation shall be Twenty-five hundred (2500) and the amount and value of each of said shares shall be one hundred dollars ($100.)

In Witness Whereof, we the subscribers and corporators, have hereunto set our hands and seals respectively, this tenth (10th) day of April, A. D. 1874.

Edmund Allen. (Seal)
Robert L. Allen. (Seal)
Edmund A. Allen. (Seal)
John B. Bowman. (Seal)
Wm. Taussig. (Seal)
J. N. Kinney. (Seal)
W. H. Clement. (Seal)
R. M. Shoemaker. (Seal)
P. W. Strader. (Seal)
J. M. Thompson. (Seal)

State of Illinois,)
)ss.
County of St. Clair,)

Be it Remembered, That on this eleventh (11th) day of April, A. D. (1874) eighteen hundred and seventy-four, before me the undersigned, a Notary Public, within and for said County personally came William Taussig, R. M. Shoemaker, J. N. Kinney, W. H. Clement, P. W. Strader, J. M. Thompson, Edmund Allen, Robert L. Allen, Edmund A. Allen and John B. Bowman, who are personally known to me to be the same persons whose names are subscribed to this foregoing instrument of writing, as parties thereto and they severally acknowledged that they signed, sealed and delivered the same as their act and deed for the purposes therein mentioned.

In Witness Whereof, I have hereto set my hand and official seal the day and year last above mentioned.

(Seal) Emile J. Eggmann, Notary Public.

State of Illinois, St. Clair County—ss.

This instrument was filed for record on the 15th day of April, A. D. 1874, at 11 o'clock a. m., and duly recorded in Book V 5, page 179.

Charles Becker, Recorder.

Filed and recorded April 14th, 1894.

Geo. H. Harlow, Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of Articles of Incorporation of The Union Railway and Transit Company, which was filed for record in this office on the 14th day of April, 1874, and recorded in Book No. One, of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the city of Springfield, the fifth day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

Complainant's Exhibit No. 56.

State of Illinois, Department of State.

James A. Rose, Secretary of State.

To all to Whom These Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of Certificate of Decrease of Capital Stock of the Union Railway & Transit Company, Filed July 14th, 1895, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Springfield, this 5th day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

A copy of said notice as above given verbatim et literatim was also published for three successive weeks in The East St. Louis Gazette, a newspaper printed in the City of East St. Louis in St. Clair County, Illinois, the city and county in which the principal business office of said corporation is located, the publication in said newspaper having been made weekly respectively on the 5th, 12th and 19th days of June, A. D. 1875.

That said stockholders' meeting was held at said time and place specified in said notice and upon a submission to the said stockholders at said meeting of the said question of a decrease of the capital stock as aforesaid, to their votes thereon, it appeared that two-thirds of all the votes represented by the whole stock of said Union Railway & Transit Company to-wit: Twenty-one Hundred (2100) shares out of an aggregate of twenty-five hundred shares (of one hundred dollars each) are in favor of the proposition of decreasing the capital stock of said corporation from two hundred and fifty thousand dollars to one hundred thousand dollars, so submitted.

(Seal) W. H. Clements,
President Union Railway & Transit Co.
Attest: S. M. Thompson,
Secretary Union Railway & Transit Company.

State of Illinois,)
)ss.
St. Clair County,)

Wm. H. Clement, duly sworn, upon his oath says that he is and ever since its organization has been President of the Union Railway & Transit Company, a corporation of Illinois, and that the statements in the foregoing certificates by him subscribed as such President are true and correct; that he knows the corporate seal of said corporation, and that the seal to said certificate attached is such corporate seal and was so attached by the Secretary of said corporation as its custodian.

(Seal) W. H. Clements.

Subscribed and sworn to before me this 6th day of July, A. D. 1875. W. C. Hewitt, Notary Public.

Filed July 14th, 1875.
Geo. H. Harlow, Sec'y. of State.

Office of the Union Railway & Transit Company, a Corporation of Illinois.

East St. Louis, Illinois, July 6, 1875.

This certifies that on the 5th day of June, A. D. 1875, the Board of Directors of the Union Railway & Transit

Company, a corporation of Illinois, by resolution duly passed, expressed a desire to decrease the capital stock of said corporation from its aggregate of two hundred and fifty thousand dollars to one hundred thousand dollars and in pursuance thereof called a special meeting of the stockholders of said corporation for the purpose of submitting to a vote of said stockholders the question of such decrease of said capital stock by depositing in the Postoffice on the 5th day of June, 1875 (thirty days before the time fixed for such meeting), a notice properly addressed to each stockholder, signed by a majority of said directors, stating the time, place and object of such meeting of which the following is a true copy:

"Special Stockholders' Meeting.

"Office of the Union Railway and Transit Co., East St. Louis, Ill., June 5, 1875.

"Notice is hereby given, that the board of directors of the Union Railway and Transit Company desire to decrease the capital stock of said corporation from two hundred and fifty thousand dollars to one hundred thousand dollars and that a special meeting of the stockholders of such corporation will be held at the company's office, in the Bowman Building, in the City of East St. Louis, Illinois, on Tuesday, the 6th day of July, 1875, between the hours of 2 and 3 o'clock p. m., for the purpose of submitting to a vote of such stockholders, the question of such decrease of capital stock, to-wit: from two hundred and fifty thousand dollars to one hundred thousand dollars.

"Wm. H. Clement,
"Wm. Taussig,
"R. M. Shoemaker,
"John B. Bowman,

"Majority of Board of Directors, Union Railway and Transit Co."

Complainant's Exhibit No. 57.

State of Illinois, Department of State.

James A. Rose, Secretary of State.

To All to Whom These Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act entitled "An Act to incorporate 'The American Bottom Lime, Marble and Coal Company,'" approved February 18, 1857, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of State, done at the City of Springfield this 5th day of July, A. D. 1906.

(Seal) James A. Rose, Secretary of State.

An Act to Incorporate "The American Bottom Lime, Marble and Coal Company."

Section 1. Be it Enacted by the People of the State of Illinois Represented in the General Assembly: That Lewis Bosmenue, B. Clovis Renois, Jos. Ogle, Vital Jarrot, Conrad Bornmann, W. W. Roman and Theodore Walsh, and their associates and their successors be, and and they are hereby constituted a body politic and corporate under the name and style of the American Bottom Lime, Marble & Coal Company, with perpetual succession and with the power by that name to contract and be contracted with, to sue and be sued, to have a comhold by purchase lands in the County of St. Clair in this state for the purpose of manufacturing lime, fire brick, hydraulic lime, the quarrying of marble and other stone, of coal, iron and other minerals; to manufacture any article of which the above named substances form a constituent part, to manufacture grain into flour, meal or other substances, and to manufacture all and every other material which may be permitted by the laws of the State, and to transport them or any

of them to any market foreign or domestic, where all powers needful for the successful prosecution of their business, and for the execution of the powers herein granted; and moreover to appoint all necessary agents and officers and to make such by-laws and regulations for the more thorough organization of said company and the prosecution of its business within the meaning of this act. Provided, said by-laws and regulations are not inconsistent with the laws of this State; and moreover with power to hold such property real and personal, and to possess and erect such stocks, buildings, roadways and machinery as may be necessary for the purposes of mining, manufacturing and transporting in pursuance to the powers and privileges granted by this act.

Sec. 2. The capital stock of said company shall be one hundred thousand dollars divided into shares of one hundred dollars each with power by vote of the stockholders to a meeting duly called, to increase the capital stock to the sum of three hundred thousand dollars.

Sec. 3. The said company shall have power to contract a railroad from any part of the lands owned by them on the bluffs at or near a place called "Falling Spring" and up and down the foot of the bluff two miles each way, and to the Mississippi river opposite St. Louis, or near Cahokia in said county, which said road so constructed shall be used for the transaction of the coal, stone, lime or other materials or manufactured articles of said company, or for the conveyance of any other freight, or of passengers, and generally for the convenient prosecution of its business as a railroad corporation; said company being hereby invested with all the rights, privileges and benefits secured by statute to any railroad corporation in this State, provided the said road shall not extend out of the said county of St. Clair.

Sec. 4. The amount of land owned by said corporation shall never exceed at one time two thousand acres.

Sec. 5. The right of way for said road or roads to be constructed under the provisions of this act as also

depots, landings, etc., may be obtained by said company either by purchase, gift or grant, or in the mode presented by an act entitled "An Act to amend the law condemning the right of way for purposes of internal improvement, approved June 22, 1852.

Sec. 6. The directors of said company shall consist of not less than seven nor more than eleven, who shall be elected annually by the stockholders of said company, each share of stock being entitled to one vote.

Sec. 7. Said company are hereby authorized from time to time to borrow money to an amount not exceeding the capital stock of said company, and for that purpose may issue their bonds with coupons attached bearing interest at a rate not exceeding 10 per cent and to execute mortgage or mortgages to secure the same on any part or all the property of said company, which said mortgage or mortgages being duly acknowledged and recorded in said county of St. Clair shall be valid and effectual liens upon the property of said company.

Sec. 8. This act to take effect from and after its passage, and is hereby declared a public act.

Saml. Holmes,
Speaker of the House of Reps.

John Wood,
Speaker of Senate.

Approved Feb. 18, 1857.
Wm. H. Bissell.

Complainant's Exhibit No. 58.

State of Illinois, Department of State.

James A. Rose, Secretary of State.

To All to Whom These Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto attached is a true copy of an act entitled, "An Act to revive an Act, entitled, 'An Act to incorporate the American Bottom Lime, Marble and Coal Company,' ap-

proved February 18th, 1857," approved March 8, 1867, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the great Seal of State. Done at the City of Springfield, this 5th day of July, A. D. 1906.

(Seal) James A Rose, Secretary of State.

An Act to Revive an Act Entitled "An Act to Incorporate the American Bottom Lime, Marble and Coal Company," Approved February 18th, 1857.

Section 1. Be it Enacted by the People of the State of Illinois, Represented in the General Assembly:

That the act of the Legislature of this State entitled "An Act to incorporate the American Bottom Lime, Marble and Coal Company," approved February 18th, 1857, be and the same is hereby revived and continued in full force and effect to the same extent as when it was originally enacted.

Section 2. The directors now living shall have the power to associate with themselves as co-directors any two persons in the places of W. W. Roman and Theodore Walsh, who have departed this life since the passage of the said act.

Section 3. This act shall take effect and be in force from and after passage.

F. Corwin,
Speaker of the House of Representatives.

Wm. Bross,
Speaker of the Senate.

Approved March 5th, 1867.
R. J. Oglesby.

Complainant's Exhibit No. 59.

State of Illinois, Department of State.

James A. Rose, Secretary of State.

To All to Whom These Presents Shall Come, Greeting:

I, James A. Rose, Secretary of State of the State of Illinois, do hereby certify that the following and hereto

attached is a true copy of Certificate of Change of Name of the American Bottom Lime, Marble and Coal Company,

Filed April 23rd, 1873, the original of which is now on file and a matter of record in this office.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of State. Done at the City of Springfield, this 5th day of July, A. D. 1906.

(Seal) James A. Rose, Secretary of State.

East St. Louis, Ill., April 19, 1873.

This certifies that on the 20th day of March, 1873, the Board of Directors of the American Bottom Lime, Marble and Coal Company, a corporation organized under the laws of this State, unanimously and in writing expressed a desire to change the name of said corporation to that of "East St. Louis and Carondelet Railway" and called a special meeting of the stockholders of such corporation to take place at the Company's office in the Bowman Building in the City of East St. Louis, on the 19th day of April, 1873, for the purpose of submitting to a vote of such stockholders the question of such change of name, that proper notice of the time, place and object of such meeting was given, as the law requires, that such meeting was held at said time and place, that thereat upon a submission of said proposition to change the name of said corporation to that of "East St. Louis and Carondelet Railway," it appeared that more than two-thirds of all the votes represented by the whole stock of such corporation voted in favor of said proposition so submitted.

(Seal) Jno. B. Lovingston,
President American Bottom Lime, Marble and Coal Company.

John B. Bowman, Secretary A. B. L. M. & Coal Co.

State of Illinois,)
)ss.
City of East St. Louis,)

John B. Lovingston, duly sworn, upon his oath deposes and says that he is the President of the American

Bottom Lime, Marble and Coal Company, named in the foregoing certificate subscribed by him, that the facts alleged in said certificate are true, that he knows the seal of said company, that the seal affixed to the foregoing certificate is such seal and was by the Secretary of said Company, as custodian of said seal, affixed thereto by his order.

John B. Lovingston.

Subscribed and sworn to before me this 19th day of April, 1873.

(Seal) James H. Wyatt, N. P.

Filed April, 23, 1873.

Geo. H. Harlow, Secretary of State.

Complainant's Exhibit No. 60.

EAST ST. LOUIS AND CARONDELET RAILWAY.

I, John W. Conlogue, hereby certify:

That I now am and for several years last past have been the president of the East St. Louis and Carondelet Railway, a corporation, created by the State of Illinois (originally chartered by the name of "American Bottom Lime, Marble and Coal Company");

That the board of directors of said Corporation at its meeting February 19th, 1880, at which a quorum was present, unanimously adopted a resolution as follows, viz.:

"Resolved, That the Capital Stock of this Corporation is found insufficient for constructing and operating its railway, and that with the concurrence of two-thirds in value of all its present stock of Three Hundred Thousand Dollars, it be increased to the amount required, to-wit: to the sum of Five Hundred Thousand Dollars, and that for the purpose of determining such proposed increase of the Capital Stock there be held a special stockholders' meeting at which the question of such increase be submitted to a vote of the stockholders; that such meeting be held at the principal office of the com-

pany in East St. Louis, upon notice to be given or caused to be given by the Secretary, as prescribed by the laws of the State of Illinois, to-wit: on Tuesday, the 25th day of May, A. D. 1880."

That in pursuance of such resolution and due notice given thereof, signed by a majority of the board of directors of said Corporation, as required by the laws of the State of Illinois, a special stockholders' meeting of said Corporation was held at the General Office of said Company, in East St. Louis, Illinois, on Tuesday, the 25th day of May, A. D. 1880, to determine whether the Capital Stock of said Corporation should be increased as proposed by said resolution; that at said special stockholders' meeting there were present and represented in person and by proxy, the owners and holders of 2245 shares of the aggregate 3000 shares of stock, representing $224,500.00 of the aggregate of $300,000 of the Capital Stock of said Corporation.

And that the following resolution was then and there submitted and voted upon viz.:

"Resolved, That the Capital Stock of this Corporation is found insufficient for constructing and operating its railway and that the present Capital Stock of Three Hundred Thousand Dollars be increased to the amount required, to-wit: to the sum of Five Hundred Thousand Dollars."

And that the holders and proxies of said 2245 shares so present at said meeting, being more than two-thirds of all the stock of the Corporation, unanimously voted in favor of and for the proposed increase of said Capital Stock of said Corporation, of Five Hundred Thousand Dollars.

In Witness Whereof, I have hereunto set my hand and have caused the corporate seal to be hereunto affixed by John B. Bowman, the Secretary of said Corporation and custodian thereof this 25th day of May, A. D. 1880.

(Seal) J. W. Conlogue, President.

Attest: John B. Bowman, Secretary.

And corporate seal.

State of Illinois,)
)ss.
St. Clair County,)

John W. Conlogue, duly sworn upon his oath, deposes and says that he is the same person whose name appears subscribed to the foregoing certificate as President of the East St. Louis and Carondelet Railway, a corporation, that he subscribed the same as such President and that the statements therein contained are true to the best of his knowledge, information and belief.

J. W. Conlogue, President.

Subscribed and sworn to before me this 27th day of May, A. D. 1880.

(Seal) William C. Hewitt,
Notary Public St. Clair Co., Ill.

Filed in the Office of the Secretary of State on the 29th day of May, A. D. 1880.

Geo. H. Harlow, Secretary of State.

United States of America,)
)ss.
State of Illinois,)

Office of the Secretary of State.

I, James A. Rose, Secretary of the State of Illinois, do hereby certify that the foregoing is a true copy of Resolutions of Stockholders of the East St. Louis and Carondelet Railway Company, which was filed for record in this office on the 29th day of May, 1880, and recorded in Book No. Three of Railroad Records.

In Witness Whereof, I hereto set my hand and affix the Great Seal of State, at the City of Springfield, the fifth day of July, A. D. 1906.

(Seal.) James A. Rose,
Secretary of State.

Complainant's Exhibit No. 61.

The Missouri Pacific Railway Company and others, Proprietary Companies; The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, Guarantors of the St. Louis, Vandalia and Terre Haute Railroad Company; the Chicago and Alton Railroad Company, Guarantor of the Chicago and Alton Railway Company; Chicago, Burlington and Quincy Railroad Company, Guarantor of Chicago, Burlington and Quincy Railway Company; Terminal Association of St. Louis, and Central Trust Company of New York and William Taussig, Trustees.

Guaranty Agreement.

An Agreement made the sixteenth day of December, in the year one thousand nine hundred and two, between The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company; which collectively are hereinafter termed, for convenience, Proprietary Companies, of the first part; the Pittsburg, Cincinnati, Chicago and St. Louis Railway Co., hereinafter termed the Panhandle Company, Terre Haute & Indianapolis Railroad Company, hereinafter termed the Terre Haute Company, the Chicago

and Alton Railroad Company, hereinafter called the Alton Railroad Company, and Chicago, Burlington and Quincy Railroad Company, hereinafter called the Burlington Railroad Company, of the second part; Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, of the third part; and Central Trust Company of New York and William Taussig, hereinafter termed the Trustees, as Trustees under the general mortgage of the Terminal Association hereinafter described, of the fourth part:

The Terminal Association is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between the Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Assoaiction was so organized for the purpose of acquiring title to and possession of various terminal facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning and operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, the Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company and Louisville and Nashville Railroad Company, of the second part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight,

express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levid on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, herein-

after called the Vandalia Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Alton Company, the Burlington Company, and the Kansas Company, have severally become parties to said agreement; the obligations of the Vandalia Company under said agreement have been duly guaranteed by the Panhandle Company and the Terre Haute Company; the obligations of the Alton Company thereunder have been duly guaranteed by the Alton Railroad Company, and the obligations of the Burlington Company thereunder have been duly guaranteed by the Burlington Railroad Company.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds and hereinafter called the general mortgage bonds, to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent. per annum, payable semi-annually on the first days of January and July in each year, and to be payable, both as to principal and interest at the office or agency of the Terminal Association in the City of New York, N. Y., in gold coin of the United States, of or equal to the present standard of weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law

of the United States, or of any state, county or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, the Trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchises at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital stock of the Terminal Association, in equal shares, and said action on the part of the Terminal Association has been taken at the instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage, and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof. Said approval and authorization on the part of the Vandalia Company has been given with the consent and approval of the Panhandle Company and of the Terre Haute Company, and said approval and authorization on the part of the Alton Company and the Burlington Company has been given with the consent and approval, respectively, of the Alton Railroad Company and the Burlington Railroad Company.

The Terminal Association has entered into an agreement to sell the general mortgage bonds or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, being owners of all the capital stock of the Terminal Association and interested in the extension of its terminal facilities, have agreed to execute and deliver this agreement.

For a valuable consideration:

First: It is agreed between the Terminal Association, the proprietary Companies and the Trustees as hereinafter in this article set forth:

(a) Such rates of toll or charges for the use by the Proprietary Companies of the properties of the Ter-

minal Association, granted under the agreement of October 1, 1889, hereinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are hereinafter termed the fixed charges of the Terminal Association, to-wit:

1. All rentals on any properties leased by the Terminal Association.

2. Interest on all bonds of the Terminal Association from time to time outstanding, heretofore issued or authorized;

3. Interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of installments of the sinking fund created under the general mortgage of the Terminal Association;

4. All taxes and assessments, premiums of insurance, payments, charges and expenses of every nature incurred in the maintenance, operation, repair and renewal of the system and properties of the Terminal Association, and every part thereof;

5. Whatever expenses may be legitimately incurred in maintaining the corporate organizatiotn of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order to fully accomplish the objects desired in the organization of the terminal system of the Terminal Association.

(b) The proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the charges defined in the preceding subdivision, and limiting the amount of the tolls to be levied on traffic as contemplated in said agreement, is hereby waived.

Second. The Proprietary Companies, each for itself and not for the others, hereby covenant and agree, to and with the others, and separately to and with the Terminal Association, and separately to and with the Trustees as trustees of an express trust, as hereinafter in this article set forth:

(a) The Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1, 1889, for all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis;

(b) The Proprietary Companies, will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually to meet and discharge the fixed charges of the Terminal Association hereinabove in the first article of this agreement specified;

(c) Not less than thirty days nor more than sixty days prior to each and every interest day in the general mortgage and in the general mortgage bonds specified, a meeting of the board of directors of the Terminal Association shall be held, at which shall be submitted by its auditor, treasurer or other proper officer, a statement of the funds that will be available for the purpose of meeting at maturity the fixed charges of the Terminal Association, as defined in the first article of this agreement. If, from such statement it appears that such funds will not be adequate to pay said fixed charges maturing on and prior to said next ensuing interest day, the Terminal Association shall make sight drafts, respectively, upon each Proprietary Company for its proportion of the deficit, as shown by such statement, payable not less than ten days before such inter-

est day, and such draft upon itself each of the Proprietary Companies, for itself, agrees to accept and punctually to pay.

(d) For the purpose of carrying into effect the foregoing covenants of this article and to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as instalments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined in the first article hereof, each of the Proprietary Companies does hereby, each to the extent of one-fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time under the general mortgage according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the instalments of the sinking fund under the general mortgage.

Third. The Proprietary Companies, each for itself and not for the others, hereby covenant and agree to and with the others, and the Terminal Association agrees with the proprietary Companies that, if under subdivision (c) of the next preceding article, the Proprietary Companies, or any of them, shall be required to make payment to the Terminal Association of any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association as defined in the first article of this agreement, the tolls of the Terminal Association shall thereafter be so adjusted as to yield revenue sufficient to reimburse each of the Proprietary Companies which shall have made such advances, for the amount of its advances with interest thereon at the rate of four per centum per annum.

Fourth. The Proprietary Companies and the Terminal Association agree with each other that nothing in this agreement contained shall be construed

(a) To affect, as among themselves, the obligation of the Proprietary Companies under the foregoing articles and the covenants of said agreement of October 1, 1889, to pay the Terminal Association for their respective use of its properties the tariff rates from time to time established by the Terminal Association for such use; or

(b) To impair the right of the Proprietary Companies to be reimbursed by the Terminal Association for any advances made by them, or any of them, under or in pursuance of any of the covenants in the preceding articles of this agreement, or in pursuance of said agreement of October 1, 1889.

Fifth. The Terre Haute Company is the lessee for account of itself and the Panhandle Company of the railroad of the Vandalia Company. For a valuable consideration, the Panhandle Company and the Terre Haute Company, each for itself, hereby guarantee unto the Proprietary Companies, and separately unto the Terminal Association, and separately unto the Trustees, the faithful and punctual performance by the Vandalia Company of each of the covenants of this agreement on the part of the Vandalia Company.

Sixth. The Burlington Company is the lessee of the railroad of the Burlington Railroad Company, and the Alton Company is the lessee of the railroad of the Alton Railroad Company; and the Burlington Railroad Company and the Alton Railroad Company are guarantors of the obligations of their respective lessees under the agreement of October 1, 1889. For a valuable consideration the Burlington Railroad Company and the Alton Railroad Company, each for itself hereby guarantee unto the Proprietary Companies, and separately unto the Terminal Association, and separately unto the Trustees, the faithful and punctual perfor-

mance by its said lessee of each of the covenants of this agreement on the part of its said lessee.

In Witness Whereof, Each of the corporations, parties hereto, has caused its corporate seal to be hereunto affixed and this agreement to be signed by its president or a vice-president and its secretary or an assistant secretary and the said William Taussig has hereunto subscribed his name and affixed his seal, the day and year first above written.

The Missouri Pacific Railway Company,
(Seal.) By George J. Gould, President.
Attest: A. C. Calef, Secretary.
St. Louis, Iron Mountain and Southern Railway Co.
(Seal.) By George J. Gould, President.
Attest: A. C. Calef, Secretary.
Wabash Railroad Company,
(Seal.) By Edgar T. Welles, Vice-President.
Attest: J. V. Otteson, Secretary.
The St. Louis, Vandalia and Terre Haute Railway Co.
(Seal.) By Joseph Wood, Vice-President.
Attest: S. B. Liggett, Secretary.
Baltimore and Ohio Southwestern Railroad Co.,
(Seal.) By L. F. Loree, President.
Attest: G. F. May, Secretary.
Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
(Seal.) By J. D. Layng, Vice-President.
Attest: E. F. Osborn, Secretary.
Louisville and Nashville Railroad Company,
(Seal.) By Walker D. Hines, First Vice-Pres.
Attest: W. H. Bruce, Assistant Secretary.
St. Louis and San Francisco Railroad Co.
(Seal.) By B. F. Yoakum, President.
Attest: J. S. Ford, Assistant Secretary.
The Chicago, Rock Island and Pacific Railway Co.,
(Seal.) By W. B. Leeds, President.
Attest: George T. Boggs, Assistant Secretary.
The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company,

(Seal.) By Joseph Wood, Vice-President.
Attest: S. B. Liggett, Secretary.
Terre Haute and Indianapolis Railroad Company,
(Seal.) By J. J. Turner, Vice-President.
Attest: W. G. Phelps, Assisitant Secretary.
Southern Railway Company,
(Seal.) By S. Spencer, President.
Attest: George R. Anderson, Assistant Secretary.
Illinois Central Railroad Company,
(Seal.) By Stuyvesant Fish, President.
Attest: A. G. Hackstaff, Secretary.
The Chicago and Alton Railway Company,
(Seal.) By S. M. Felton, President.
Attest: Chas. H. Davis, Assistant Secretary.
The Chicago and Alton Railroad Company,
(Seal.) By S. M. Felton, President.
Attest: Chas. H. Davis, Assistant Secretary.
Chicago, Burlington and Quincy Railway Company,
(Seal.) By George B. Harris, President.
Attest: H. W. Weiss, Assistant Secretary.
Chicago, Burlington and Quincy Railroad Company,
(Seal.) By George B. Harris, President.
Attest: H. W. Weiss, Assistant Secretary.
Missouri, Kansas and Texas Railway Company,
(Seal.) By C. G. Hedge, Vice-President.
Attest: S. Halline, Secretary.
Terminal Railroad Association of St. Louis,
(Seal.) By Julius S. Walsh, President.
Attest: Julius S. Walsh, Jr., Asst. Secretary.
Central Trust Company of New York,
(Seal.) By J. N. Wallace, Fourth Vice-Pres.
Attest: George Bertine, Secretary.
William Taussig (Seal.)

State of New York,)
)ss.
County of New York.)

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is president of the Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1903.

(Seal.) H. L. Utter,
Notary Public, Kings County.

Certificate filed in New York County, New York.

State of New York,)
)ss.
County of New York.)

On this 28th day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its

board of directors; and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1903.

(Seal.) H. L. Utter,
Notary Public, Kings County.

Certificate filed in New York County, New York.

Commonwealth of Pennsylvania,)
)ss.
County of Allegheny.)

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of the St. Louis, Vandalia and Terre Haute Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

(Seal.) I. M. McKibben,
Notary Public, County of Allegheny, Pennsylvania.

State of Maryland,)
)ss.
City of Baltimore,)

On this 6th day of February, in the year 1903, before me personally came L. F. Loree, to me personally known, who being duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Baltimore and Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 1st day of May, 1904.

(Seal.) George W. Haulenbeek,
Notary Public, City of Baltimore, Maryland.

State of Kentucky,)
)ss.
County of Jefferson,)

On this 31st day of January, in the year 1903, before me personally came Walker D. Hines, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky; that he is the first vice-president of the Louisville and Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Walker D. Hines acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid. My commission expires on the 29th day of January, 1906.

(Seal.) G. W. B. Olmstead,
Notary Public, County of Jefferson, Kentucky.

State of New York,)
)ss.
County of New York.)

On this 29th day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of the St. Louis and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal on the day and year aforesaid.

(Seal.) Philip B. Sheridan,
Notary Public, New York County.

State of New York,)
)ss.
County of New York.)

On this 29th day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed

the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said William B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal.) Emma Walter,
Notary Public, No. 11, New York County, New York.

Commonwealth of Pennsylvania,)
)ss.
County of Allegheny,)

On this 4th day of February, in the year 1903, before me personally came Joseph Wood, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations decribed in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Joseph Wood acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

(Seal.) I. M. McKibben,
Notary Public, County of Allegheny, Pennsylvania.

Commonwealth of Pennsylvania,)
)ss.
County of Allegheny,)

On this 4th day of February, in the year 1903, before me personally came James J. Turner, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of Terre Haute and Indianapolis Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said James J. Turner acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 19th day of January, 1907.

(Seal.) I. M. McKibben,
Notary Public, County of Allegheny, Pennsylvania.

District of Columbia,)
)ss.
City of Washington.)

On this 6th day of February, in the year 1903, before me personally came Samuel Spencer, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he

signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 5th day of February, 1906.

(Seal.) Pearce Norne, Jr.,
Notary Public, District of Columbia.

State of New York,)
)ss.
County of New York.)

On this 9th day of February, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Garrison, in the State of New York; that he is the President of Ill. Cen. Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal.) John J. Daly,
Notary Public, Kings County.

Certificate filed in New York County, New York.

State of Illinois,)
)ss.
County of Cook.)

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Ry. Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

(Seal.) Frank G. Offenlock,
Notary Public, Cook County, Illinois.

State of Illinois,)
)ss.
County of Cook.)

On this 31st day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago and Alton Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order;

and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 18th day of September, 1904.

(Seal.) Frank G. Offenlock,
Notary Public, Cook County, Illinois.

State of Illinois,)
)ss.
County of Cook,)

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3rd day of March, 1906.

(Seal.) J. H. Pettibone,
Notary Public, Cook County, Illinois.

State of Illinois,)
)ss.
County of Cook.)

On this 31st day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington and Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 3rd day of March, 1906.

(Seal.) J. H. Pettibone,
Notary Public, Cook County, Illinois.

State of New York,)
)ss.
County of New York.)

On this 9th day of February, in the year 1903, before me personally came Charles G. Hedge, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York, that he is the vice-president of Missouri, Kansas and Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like

order; and said Charles G. Hedge acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal.) John J. Daly,
Notary Public, Kings County.

Certificate filed in New York County, New York.

State of New York,)
)ss.
County of New York.)

On this 7th day of February in the year 1903, before me personally came Julius S. Walsh, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of Terminal Railroad Association of St. Louis, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Julius S. Walsh acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal.) John J. Daly,
Notary Public, Kings County.

Certificate filed in New York County.

State of New York,)
)ss.
County of New York.)

On this 9th day of February, in the year 1903, before me personally came James N. Wallace, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, in the City of New York, in the State of New York; that he is the Fourth Vice-President of Central Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of trustees, and that he signed his name thereto by like order; and said James N. Wallace acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal) John J. Daly,
Notary Public, Kings County.

Certificate filed in New York County, New York.

State of Missouri,)
)ss.
City of St. Louis.)

On this 31st day of January, in the year 1903, before me personally appeared William Taussig, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the considerations and purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year first hereinabove written.

My commission expires on the 18th day of September, 1906.

(Seal) H. D. Heuer,
Notary Public, City of St. Louis, Missouri.

State of New York,)
)ss.
County of New York.)

On this, seventh day of February, in the year 1903, before me personally came Edgar T. Welles, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of the Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Edgar T. Welles acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal) Charlotte S. Van Brunt,
Notary Public, Kings County, No. 4.

Certificate filed in New York County.

State of New York,)
)ss.
County of New York.)

On this, 29th day of January, in the year 1903, before me personally came J. D. Layng, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is vice-president of Cleve-

land, Cincinnati, Chicago and St. Louis Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed on behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order, and said J. D. Layng acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the 30th day of March, 1904.

(Seal) A. Lansing Baird,
Notary Public, New York County, New York.

Complainant's Exhibit No. 62.

ST. CLAIR, MADISON & ST. LOUIS BELT R. R. CO.

John F. Barnard, Receiver.
Operating
Alton Bridge.

FREIGHT TARIFF NO. 2,

Re-Issue of Freight Tariff No. 1 and Amendments. Rates Governing Freight Traffic Passing Over the Alton Bridge Between Alton, Ill., and West Alton, Mo.

Effective October 1, 1899.

Subject to Change Without Notice, Other Than That Required by Law.

This Company makes direct connection with the following roads:

At Alton, Ill.—C. C. C. & St. L. Ry.; C. & A. R. R.; St. L. C. & St. P. Ry.; C. B. & Q. R. R., and Ills. Term. R. R.
At West Alton, Mo.—St. L. K. & N. W. R. R. and M. K. & T. Ry.

J. E. MAY,
Supt. and Gen'l Agent,
Alton, Ill.

I. C. C. Freight No. 2.

Freight, in Carloads, to One Consignee, When Loaded and Unloaded by Owners.

Eight-tenths (8-10) cents per one hundred pounds, all cars subject to a minimum of 25,000 lbs., except as classified below; and subject to rules following:

Classification.	In Cents per 100 lbs.
Acid, in tanks	6-10
Asphaltum	6-10
Axes, Adzes and Hatchets	6-10
Barrels and Boxes, empty	6-10
Bark	6-10
Box Stuff	6-10
Beer packages, empty, returned	$1.20 per car
Blinds	6-10
Bran, minimum 20,000 lbs.	6-10
Brick, minimum 40,000 lbs.	4-10
Bones	6-10
Bone Black	6-10
Building Tile, Hollow, same as Drain Tile.	
Carbonite, same as Coke.	
Carriers and Trays, empty, returned	$1.20 per car
Castor Beans	6-10
Cement	6-10
Cinders, minimum 30,000 pounds	4-10
Cinders, Mill	4-10
Clay Burnt, minimum 40,000 lbs.	4-10
Clay, Common	4-10
Clay, Fire, Glass, House, Raw or Burnt, minimum 40,000 lbs.	4-10
Coal, Bituminous, minimum 40,000 lbs.	4-10

Coal, Anthracite, minimum 30,000 lbs. 6-10
Coke, minimum 36,000 lbs. 4-10
Copperas 6-10
Cotton, no minimum 8-10
Cotton seed Hulls 6-10
Cullet, or Broken Glass 6-10
Doors 6-10
Drain Tile, minimum 32,000 lbs. 5-10
Fledspar 6-10
Fertilizer 6-10
Facings, Foundry, Coal or lumbago 6-10
Flaxseed 6-10
Glucose, refuse 6-10
Grain, minimum 40,000 lbs. 6-10
Granite Paving Blocks or Crushed 5-10
Gravel, minimum 40,000 lbs. 5-10
Grindstones 6-10
Handles, wood 6-10
Heading 6-10
Hay 8-10
Hoops and Hoop Poles 6-10
Ice, minimum 40,000 lbs. 6-10
Iron—Merchant, Band, Bar, Beam, Sheet, Plate, Rod, Wire, Axles, Chain, Bolts, Nuts, Spikes, Wheels, Nails, Structural, Horse Shoes and Nails, Rails and Fastenings, Picks, Cotton Ties, Plain Castings, Pig and Scrap, Car Springs, pipe 6-10
Iron Pipe, Water or Gas, eastbound.....5-10
Jute Butts, no minimum 6-10
Lime 6-10
Live Stock 8-10
Lumber, Lath and Logs, minimum 30,000 lbs.....6-10
Malt and Malt Sprouts 6-10
Machinery, Old, returned to maker for repairs..4-10
Manure, minimum 36,000 lbs. 4-10
Marble, Unwrought 6-10
Mineral Water, in tank Cars 6-10
Novaculite, minimum 40,000 lbs. 4-10
Oil, N. O. S. 6-10
Oil Cake and Meal 6-10

Ore, all kinds, except Ground Iron 5-10
Ore, Ground Iron 6-10
Oil, Oleo and Lard 8-10
Piling 6-10
Plaster 6-10
Poles and Posts 6-10
Powder, between connecting railroads, minimum 20,000 lbs. 1 6-10
Railway Equipment ..... See Note 1
Roots, minimum 36,000 lbs. 6-10
Rice and Rice Meal, Brewers' 6-10
Salt, minimum 40,000 lbs. 4-10
Sash 6-10
Sawdust 5-10
Screenings and Shipstuff 6-10
Sewer Pipe, minimum 32,000 lbs. 5-10
Shingles 6-10
Shooks 6-10
Slag 4-10
Soap Lye, in tanks 6-10
Soap Stock 6-10
Soda and Soda Ash 6-10
Staves and Stave Bolts 6-10
Stone, Building, unwrought 6-10
Stone, Rip-Rap, Rubble, Crushed 4-10
Sulphate of Ammonia 6-10
Tar 6-10
Tobacco, all kinds, no minimum 8-10
Ties, Railroad 5-10
Tin, Scrap ..... per car $1.20
Trays and Carriers, empty, returned ..... per car $1.20
Tripoli 6-10
Transcontinental Freight, no minimum (regardless of classification) 8-10
Wagon, Wood (in the rough) 6-10
Wagon Skeins 6-10
Wood, for fuel, minimum 50,000 4-10
Zinc, Skimmings 5-10

Note 1—Railway Equipment.

	Per car
Freight, Caboose or Way Car, Standard Gauge	$1.20
Baggage, Mail or Express, Standard Gauge	2.00
Coach or Sleeper, Standard Gauge	2.40
Locomotive and Tender, Standard Gauge	6.00
Narrow Gauge Equipment, all kinds, 8-10c per 100 lbs.	

RULES.

1. The following Minimum weights will apply, except as noted in classification:

Freight charged for at eight-tenths (8-10) cents per hundred pounds, 25,000 lbs.
Freight charges for at six-tenths (6-10) cents per hundred pounds, 30,000 lbs.
Freight charged for at five-tenths (5-10) cents per hundred pounds, 36,000 lbs.
Freight charged for at four-tenths (4-10) cents per hundred pounds, 50,000 lbs.

2. No loaded car will be received by this Company unless accompanied by regular way-bills, showing final destination and consignee.

3. Long lumber and other articles which require two or more cars for their transportation, will be charged at not less than the minimum weights at established rates for each car used.

4. All freight shall be loaded and unloaded by owner.

5. Agricultural Implements, Boilers, heavy and large Machinery and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

Freight in Less Than Carload Lots,

Subject to rules herein, 8-10 cents per 100 lbs., with the following exceptions:

Classification.	In Cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.	2
Agricultural Implements, when returned to maker for repairs	1
Acids, in glass	4
Barrels and Boxes, empty	4
Barrels and Boxes, returned to shipper	1
Baskets	4
Bed Springs	2
Bird Cages, set up	4
Bird Cages, K. D. and nested	2
Blinds	2
Brick, loose	2
Broom Corn, in bales	1 2-10
Bamboo Furniture	4
Bath Tubs	2
Burial Cases and Coffins, single, with glass	4
Burial Cases and Coffins, nested, with glass	2
Burial Cases and Coffins, common	2
Building Tile, Hollow	2
Bicycles	2
Billiard Tables, K. D.	1 6-10
Bran Dusters	2
Cans, empty	4
Cans, when used as carriers and returned to shippers	2
Carboys, empty	2
Cauldron, Kettles	2
Chairs, except upholstered	2
Chairs, upholstered	2
Chairs, rockers	4
Children's Carriages, not boxed or crated	Not taken
Children's Carriages, boxed or crated	4
Children's Carriages, K. D., nested or crated	2
Cigars and Cigarettes	2
Comforts, in bales	1 6-10
Cornices, crated or boxed and Cornice Trimmings	2

Cornice, loose . . . . . Not taken
Corks, in bags 2
Cotton, bundles or batting 2
Cribs, Baby, set up 4
Dairy Products, Eggs 2
Demijohns 2
Doors 2
Drain Tile 1 6-10
Drums, empty 2
Earthenware, loose . . . . . Spec. Contr't.
Egg Cases 2
Egg Cases, returned to shipper 1 2-10
Evaporator Pans 2
Excelsior, in bundles or bags 2
Fanning Mills 4
Feathers 4
Feathers, compressed in bales 2
Furniture, N. O. S. 2
Furs and Pelts 2
Glass, Looking 2
Glass, plate, not extra size 2
Glass, extra size, too large for box car door . . . . . Spec. Contr't.
Grindstones, mounted 2
Guttering 2
Hats and Caps in racks 2
Hay 2
Headstones 1 6-10
Headlights 2
Hides, dry 2
Hides, Green 2 2-10
Hobby Horses, loose . . . . . Not taken
Hobby Horses 2
Household Goods 2
Hops 2
Incubators 2
Iron Bedsteads 2 6-10
Iron Pulleys, Wheels, Light Castings, loose 2-10
Iron Safes 2
Kegs, empty 2
Lumber, loose 2

Lumber, in bundles 1 2-10
Machinery, all kinds 2
Machinery, returned to maker for repairs 1
Marble Slabs 2
Mattresses 2
Meats, fresh 2
Millinery Goods 2
Moss, Hair, in bales 1 6-10
Moss, Hair, in bags 4
Musical Instruments 2
Oakum, in bales 1 2-10
Ovens, Gasoline 2
Pelts and Furs 2
Pianos and Organs 2
Paintings, Oil . . . . . Not taken
Packing House Products 2
Picture Frames, Molding, Backing, in bundles 2
Plants, in bales 2
Poultry and Game, dressed or live . . . . . Not taken
Powder 10
Radiators, Galvanized, Sheet Iron or Tin 2
Rags, in bags or packages, not pressed 2
Ranges, Cooking, Wrought Iron 2
Rattan Furniture 4
Reels, Wire, empty 2
Retorts, Clay, loose 2
Safes, Iron 2
Sash 2
Sewing Machines, set up and crated, or boxed 2
Sewing Machines, not crated or boxed . . . . . Not taken
Show Cases, boxed or crated 2
Show Cases, not boxed or crated . . . . . Not taken
Sieves, Sifters, in bundles 4
Sieves, Sifters, K. D., boxed, nested or crated 8-10
Skiffs and Boats 4
Soda Fountains 2
Statuary, crated . . . . . Spec. Contr't
Stills, Copper 2
Store and Saloon Fixtures 4
Stoves, Gas and Vapor 2
Stoves, Cooking or Heating 2

Stove Pipe and Elbows	2
Tubs and Pails, nested	2
Trees, boxed	1 2-10
Trunks, empty	2
Trunk Tops, nested	2-10
Valises, loose	2
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 pounds each	2
Wagons	2
Wagons, Children's, boxed or crated	2
Wagons, Children's, not boxed or crated	Not taken
Wagons, Wheels, Rims or Shafts	2
Willoware	4
Wire Springs	2
Wheelbarrows, set up	2
Woodenware, nested and boxed	2-10
Wool, in bags	2
Yarn, in sacks	2

RULES.

1. The minimum charge for any one consignment will be one hundred pounds at tariff rate, but not less than ten cents each. When shipments are handled to or from warehouses of this Company the minimum charge will be twenty-five cents for each package.

2. Freight between connecting lines must be loaded in a separate car for line to which destined, and all such cars will be subject to a minimum of 5,000 pounds.

3. Maximum charge for any single shipment shall not exceed the minimum charge at carload rates for the same article.

4. All freight must be removed promptly by consignees, and shall be at their entire risk after twenty-four (24) hours from receipt of notice by them.

5. All consignments will be charged for at actual gross weight.

6. Any shipment which, in the judgment of the forwarding agent, will not bring, at forced sale, the

amount of freight charges at destination, must be prepaid or charges guaranteed.

7. These rates do not apply to consignments which from their nature require a separate car for their transportation. Such consignments will be charged at minimum carload rates, except as otherwise provided for or covered by special agreement.

8. All goods received subject to rules of connections for whom they are destined.

Complainant's Exhibit No. 63.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY.

Operating Alton Bridge.

FREIGHT TARIFF NO. 1.

Subject to change without notice, other than required by law. Supersedes all previous Tariffs and Amendments issued by St. L. M. & St. L. B. R. R. Co.

Rates Governing Freight Traffic passing over the Alton Bridge between Alton, Ill., and West Alton, Mo.

Effective June 26th, 1905, this Company makes direct connection with the following Roads:

At Alton, Ill.—C. C. C. & St. L. Ry., C. P. & St. L. Ry., C. B. & Q. R. R., C. & A. R. R., and Ill. Term. R. R.

At West Alton, Mo.—M. K. & T. and C. B. & Q. R. R.

Wm. Graham, Supt. and General Agent,
Alton, Ill.

I. C. C. Freight No. 1.

Freight, in Carloads, to One Consignee, when Loaded and Unloaded by Owners.

Two (2) cents per 100 pounds, all cars subject to a minimum weight of 25,000 pounds, except as classified below; and subject to rules following:

Classification.	In Cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1½
Bark	1½
Brick, N. O. S., minimum 50,000 lbs	1
Brick, Common and Fire, min. 40,000 lbs	1
Bones	1½
Barytes	1½
Carbonite	1½
Carriers, empty, returned	$3.00 per car
Cement	1½
Charcoal	1½
Cinders, minimum 30,000 lbs	1
Cinders, Mill	1
Clay, Common and Fire	1
Clay, N. O. S	1¼
Coal, Bituminous	See Note 1
Coal, Anthracite	1½
Coke	1½
Copperas	1½
Cotton, minimum 15,000 lbs	2
Cotton Waste	1½
Felt, Roofing, in rolls	1½
Feldspar	1½
Fertilizer	1½
Facings, Foundry, Coal or Plumbago	1½
Flax Seed	1½
Glucose, Refuse	1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs.	1
Grain Products (except canned)	1½
Granite, Finished	2
Granite, Unwrought	1½
Granite Paving Blocks	1¼
Granite, Crushed	1
Gravel	1
Grindstones	1½
Ice	1½

Iron, Axles, Band, Bar, Beam, Bolts, Car Springs, Castings, Chains, Cotton Ties, Enameling Plate, Nails, Nuts, Pig, Pipe, Plate, Rods, Sheet, Spikes, Structural, Wheels, Wire.....1½
Iron Scrap.....1¼
Jute Butts.....1½
Junk.....1¼
Lime.....1½
Live Stock.....See Note 2
Lumber, Axles, Blinds, Box Stuff, Chairs, Doors, Handles, Headings, Hubs, Lath, Logs, Piling, Poles, Posts, Sash, Shingles, Shooks, Skeins, Spokes, Stave Bolts, Timber, Wagon Wood (in the rough).....1½
Machinery, Old, returned to maker for repairs....1
Manure, minimum 40,000 lbs.....1
Marble, planed, sawed, cut or finished.....2
Marble, unwrought.....1½
Mineral Water, in tank cars.....1½
Novaculite, minimum 40,000 lbs.....1
Oil in Tanks, minimum 30,000 lbs.....1½
Ore, all kinds, except Ground Iron.....1¼
Ore, Ground Iron.....1½
Paper Stock.....1½
Pitch.....1½
Plaster and Plaster Board.....1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs.....4
Railway Equipment.....See Note 3
Rock, Bituminous.....1½
Rosin.....1½
Rice and Rice Meal, Brewers'.....1½
Rails and Fastenings.....1½
Salt.....1½
Salt Cake.....1½
Sand.....1
Sawdust.....1¼
Sewer Pipe, minimum 32,000 lbs.....1¼
Slag.....1
Soap Stock.....1½
Soda and Soda Ash.....1½

Strawboard 1½
Shavings 1¼
Silica 1
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or unwrought, rough, foundation, filter, minimum 30,000 lbs. . 1½
Stone, crushed, macadam, rip-rap, rubble 1
Sulphate of Ammonia 1½
Straw 1½
Tar 1½
Tobacco, manufactured 2
Tobacco, Leaf, minimum 15,000 lbs. 2
Tobacco Stems 1½
Ties, Railroad 1
Tripoli and Tripoli Blocks 1½
Trans-Continental Freight, no minimum (regardless of classification) 2
Tile, Building, Grain, hollow, roofing and conduit . . 1¼
Terra Cotta, common 1¼
Terra Cotta, in shape 2
Warrenite 1½
Whiting 1½
Wood, for fuel 1
Zinc, Skimmings and Oxide 1½

Note 1—Coal, Bituminous.

Between connecting lines, one and one-half (1½) cents per 100 pounds, minimum 40,000 lbs.

For connecting railroads, company use, one (1) cent per 100 lbs., minimum 40,000 lbs.

Note 2—Live Stock.

Between connecting lines:

One animal $3.00
Two or more animals 4.00
Race Horses and Fair Stock, with feed and trappings 5.00

Note 3—Railway Equipment.

	Per car
Locomotive and Tender, Standard Gauge	$15.00
Freight Cars, Standard Gauge	2.00
Caboose	3.00
Baggage, Mail or Express, Standard Gauge	5.00
Coach or Sleeper, Standard Gauge	6.00
Snow Plows	10.00
Steam Shovels	10.00
Derrick Cars	10.00
Crane Cars	10.00
Narrow Gauge Equipment, two (2) cents per 100 lbs. minimum	5.00

RULES.

1. The following Minimum weights will apply, except as noted in classification:

Freight charged for at two (2) cents per hundred lbs., 25,000 lbs.

Freight charged for at one and one-half (1½) cents per hundred lbs., 30,000 lbs.

Freight charged for at one and one-quarter (1¼) cents per hundred lbs., 36,000 lbs.

Freight charged for at one (1) cent per hundred pounds, 50,000 lbs.

2. No loaded car will be received by this Company unless accompanied by regular way-bills, showing final destination and consignee.

3. Long lumber and other articles which require two or more cars for their transportation, will be charged at not less than the minimum weights at established rates for each car used.

4. All freight shall be loaded and unloaded by owner.

5. Agricultural Implements, Boilers, heavy and large Machinery, and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

Freight in Less than Carload Lots, Between Connecting Lines, Subject to Rules Herein, 3 cents per 100 lbs., with the following exceptions:

Classification.	In Cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.	5
Agricultural Implements, when returned to maker for repairs	2½
Acid, in glass	10
Barrels, Kegs and Boxes, empty	5
Barrels and Boxes, returned to shipper	3
Baskets	10
Bed Springs	5
Bird Cages, set up	10
Bird Cages, K. D. and nested	5
Blinds	5
Brick, loose	5
Brooms	5
Broom Corn	5
Bamboo Furniture	10
Bath Tubs	10
Burial Cases and Coffins, single, with glass	10
Burial Cases and Coffins, N. O. S.	5
Building Tile	5
Bicycles	10
Billiard Tables	5
Bran Dusters	5
Cans, empty	10
Cans, in cartons or boxes	5
Cans, when used as carriers and returned to shippers	3
Carboys, empty	5
Cauldrons	5
Chairs, except upholstered	5
Chairs, upholstered	10
Chairs, Rockers	10
Children's Carriages, not boxed or crated	Not taken
Children's Carriages, boxed, not crated	10
Children's Carriages, K. D., nested or crated	5
Cigars and Cigarettes	5
Comforts, in bales	5
Cornices, crated or boxed, and Cornice Trimmings	5
Cornice, loose	Not taken
Cork, in bags	5

Cotton	5
Cribs, Baby, set up	10
Dairy Products	5
Demijohns	5
Doors	5
Drain Tile	5
Drums, empty	5
Drugs, in carboys	10
Earthenware, in boxes or crates	5
Earthenware, loose	Spec. Contr't
Eggs	5
Egg Cases	5
Egg Cases, returned to shipper	3
Evaporator Pans	5
Excelsior, in bundles or bags	5
Fanning Mills	10
Feathers, N. O. S.	10
Feathers, compressed in bales	5
Fruit Jars, O. R.	5
Furniture, N. O. S.	5
Furs and Pelts	5
Glass, O. R.	5
Glass, extra size, too large for box car door, O. R.	Spec. Contr't
Grindstones, mounted	10
Guttering	5
Hats and Caps, in racks	5
Hay	10
Headstones	5
Headlights	10
Hides	5
Hobby Horses, loose	Not taken
Hobby Horses, crated	5
Household Goods	10
Hops	5
Incubators	10
Iron Bedsteads	5
Iron Pulley, Wheels, Light Castings, loose	5
Kettles	5
Laundry Tubs, earthen	5

Lumber	5
Machinery	5
Machinery, returned to maker for repairs	2½
Marble Slabs	5
Mattresses	5
Meats, fresh	Not taken
Millinery Goods	10
Moss	5
Musical Instruments, N. O. S.	10
Oakum	5
Ovens, Gasoline	5
Pianos and Organs	5
Paintings	Not taken
Packing House Products	5
Picture Frames, Moulding, Backing	5
Plants	10
Poultry and Game, dressed or alive	Not taken
Powder and High Explosives	10
Radiators	5
Rags, pressed in packages	5
Rags, in bags or packages not pressed	10
Ranges	5
Rattan Furniture	10
Reels, Wire and Cable	5
Retorts, Clay	5
Safes, Iron	5
Sash	5
Sewing Machines, set up and crated or boxed	10
Sewing Machines, not crated or boxed	Not taken
Sewer Pipe	5
Show Cases, boxed or crated	5
Show Cases, not boxed or crated	Not taken
Sieves, Sifters, in bundles	10
Sieves, Sifters, K. D., boxed, nested or crated	5
Skiffs and Boats	10
Soda Fountains	10
Statuary, crated	Not taken
Stills	5
Store and Saloon Fixtures	10
Stoves, Gas or Vapor	5

Stoves, Cooking or Heating	5
Stove Pipes and Elbows	5
Terra Cotta	5
Tubs and Pails, nested	5
Trees	10
Trunks, empty	10
Tinware, not nested	5
Tinware, nested	5
Valises, loose	10
Valises, boxed	5
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs. each	5
Wagons	5
Wagons, Children's, boxed or crated	5
Wagons, Children's, not boxed or crated	Not taken
Wagon Wheels, Rims or Shafts	5
Willow Ware	10
Wire Springs	10
Wheelbarrows, set up	5
Woodenware, nested and boxed	5
Wool	5
Yarn	5

RULES.

1. The minimum charge for any one consignment will be one hundred pounds at tariff rate, but not less than ten cents each. When shipments are handled to or from warehouse of this Company the rate will be ten cents per hundred pounds; minimum charge will be twenty-five cents.

2. Freight between connecting lines must be loaded in a separate car for line to which destined, and all such cars will be subject to a minimum of 5,000 pounds.

3. Maximum charge of any single shipment shall not exceed the minimum charge at carload rates for the same article.

4. All freight must be removed promptly by consignee, and shall be at their entire risk after twenty-four (24) hours from receipt of notice by them.

5. All consignments will be charged for at actual gross weight.

6. Any shipment which, in the judgment of forwarding agent, will not bring, at forced sale, the amount of freight charges at destination, must be prepaid or charges guaranteed.

7. These rates do not apply to consignments which from their nature require a separate car for their transportation. Such consignments will be charged at minimum carload, except as otherwise provided for or covered by special agrement.

8. All goods received subject to rules of connections for whom they are destined.

COMPLAINANT'S EXHIBIT No. 63-A.

No. Tariff	Coal Carload Anthracite In favor of all	Coal Carload Bituminous, Min. Wt. 30,000 lbs. destined to industries located within switching limits. In favor of all	Coal Carload Bituminous for R. R. Co.'s use. No Minimum	Coal Carload Bituminous min. wt. 40,000 lbs. destined to points beyond switching limits favor of all
Mo. Pac. No. 3837 (Mo. Pac. I. C. C. 3399) Effective May 28, 1900. Between East St. Louis, Ill., and Carondelet, Mo.	1½c pr. cwt.	1½c pr. cwt. Note: Will also apply to stations on St. L. O. H. & C. Ry., Tower Grove and East.	1c pr. cwt.	1c pr. cwt.
Less $1.00 switching assessed by the T. R. R. Assn. when shipments are received from lines with which the E. St. L. & Cdlt. Ry. has no direct connection viz:		C. & A. C. B. & Q. C. P. & St. L. E. St. L. & B. E.	St. L. & O'F. St. L. T. & E. T. St. L. & W. Wabash	
	50% E. St. L. & Cdlt. Ry., 50% W. & C. T. & Ferry Co., 50c per car to the Mo. Pac. Ry. for incline service which comes out of the proportion accruing to the ferry.	Balance divides as follows 50% E. St. L. C. Ry., : 50% W. & C. T. & F. Co., 50c per car to the Mo. Pac. Ry. for incline service which comes out of the proportion accruing to the Ferry Co. Note: When destined to industries on St. L. O. H. & Cdlt. Ry., Tower Grove East, 33⅓% E. St. L. & Cdlt. Ry., 33⅓% W. & C. T. & Ferry, 33⅓% Mo. Pacific, plus 50c per car incline service which comes out of the Ferry's proportion.	50% E. St. L. & Cdlt. Ry., 50% W. & C. T. & F. Co., 50c per car to the Mo. Pac. Ry. for incline service which comes out of Ferry proportion.	50% E. St. L. & C. Ry., 50% W. & C. T. F. Co., 50c per car to the Mo. Pac. Ry. for incline service which comes out of Ferry proportion.
Mo. Pac. I. S. 7596 (I. C. C. 2293) Effective April 10, 1898 Between East St. Louis, Ill., and Carondelet, Mo.	Coal carload for use of the Mo. Pac. Ry. Co. $4.00 per car regardless of weight, 50% E. St. L. & Cdlt. Ry., 50% W. & Cdlt. T. & F. Co., 50c per car Mo. Pac. Ry's. incline service which comes out of Ferry proportion.			

Tariff No.	Chatts R. R. Ballast Carload, Min. 18 Cubic Yards per Car.	Division Sheet No. 2 to Mo. Pac. Tariff 7727-B
Mo. Pac. No. I. S. 7727-B (M. R. & B. T. I. C. C. 25) Effective July 1, 1898. From Doe Run and Bonne Terre to East St. Louis, Ill. (via Riverside and Carondelet). Expires with completion of shipments.	When loaded in dump cars (side or bottom, 45c per **Cubic Yard.** When loaded in ordinary flat or coal cars 40c per **Cubic Yard.** Note: Chatts will be taken at estimated weight of 3000 pounds per Cubic Yard Above rate applies for account **Mobile and Ohio R. R.** Chatt Contract No. 1 and contract number must be shown on way-bill.	When loaded in dump cars, side or bottom, at 45c per cubic yard. Lines north of Riverside to receive 4.50 per car reg. of weight, plus 2½c per cubic yard. When loaded in ordinary flat or coal cars at 40c per cubic yard. Lines north of Riverside to receive 4.50 per car reg. of weight. The proportion north of Riverside will subdivide I. M. & S. 66⅔%: Tfr. 33⅓%. The proportion accruing east of Carondelet to subdivide E. St. L. & Cdlt. Ry. 50%; Ferry Company balance with 25c per car to the Mo. Pac. Ry. for incline service which comes out of the Ferry proportion.
Mo. Pac. I. S. 7759 (M. R. & B. T. I. C. C. No. 27) Effective July 24, 1898. From Doe Run and Bonne Terre, Mo., to East St. Louis, Ill. (via Riverside and Carondelet). Expires with completion of shipment.	48c per **Cubic Yard.** Above rate applies for account **Terminal R. R. Assn.** Chatts Contract No. 4 and Contract No. must be shown on way-bill.	Lines north of Riverside to receive 4.50 per car regardless of weight plus 4c per cubic yd. Division of rate same as above.
Mo. Pac. I. S. 7739-A. (M. R. & B. T. I. C. C. No. 23) Effective July 1, 1898. From Doe Run and Bonne Terre, Mo., to East St. Louis, Ill. (via Riverside and Carondelet, Mo.) Expires with completion of shipments.	When loaded in dump cars, side or bottom, 42½c per Cubic Yard. When loaded in ordinary flat or coal cars, 40c per Cubic Yard. Above rate applies for account **Louisville, Evansville & St. Louis Cons. Ry.** Chatt Contract No. 3 and Contract No. must be shown on way-bill.	When loaded in dump cars (side or bottom) at 42½c per cubic yard. Lines north of Riverside to receive 4.50 per car regardless of weight, plus 1½c per cubic yard. When loaded in ordinary flat or coal cars at 40c per cubic yard. Lines north of Riverside to receive 4.50 per car regardless of weight. Division of rate same as above.
Mo. Pac. I. S. 9080. Effective Aug. 25, 1900. From Doe Run and Bonne Terre to E. St. Louis, Ill. (via Riverside and Carondelet), making void Mo. Pac I. S. 7739-A). (M. R. & B. T. I. C. C. 23). Expires with completion of shipments.	When loaded in dump cars, side or bottom, 45c per Cubic Yard. When loaded in ordinary flat cars, 42½c per Cubic Yard. Above rate applies for account **Louisville, Evansville & St. Louis Consolidated Ry.** Chatt Contract No. 5.	When loaded in side dump cars @ 45c per cubic yard. Lines north of Riverside to receive 4.50 per car regardless of weight, plus 2½c per cubic yard. When loaded in ordinary flat or coal cars @ 42½c per cubic yard. Lines north of Riverside to receive 4.50 per car regardless of weight, plus 1½c per cubic yard. Division of rate same as above.

No. Tariff	Soft Coal Carload	Hard Coal Carload
Mo. Pac. No. 4344. Effective April 14, 1902, between St. Louis, E. St. Louis and Carondelet and points on M. R. & B. T. Ry.		
Herculaneum	3½c per cwt.	7 c per cwt.
Festus	4½c " "	8¾c " "
Valley Mines	5 c " "	8¾c " "
Bonne Terre	5 c " "	8¾c " "
Desloge	5 c " "	8¾c " "
Flat River	5½c " "	8¾c " "
Central	5½c " "	8¾c " "
Elvins	5½c " "	8¾c " "
Doe Run	5½c " "	8¾c " "

Divisions as per percentage sheet No. 474

I. M. & So. Ry.	M. R. & B. T. Ry.
25% Minimum	75%

$6.50 per car

The proportion North of Riverside subdivides I. M. & S. 66⅔% Transfer 33⅓%.

The proportion East of Carondelet subdivides E. St. L. & C. Ry. 50%; Ferry 50%, with 25c per car to the Mo. Pac. Ry. for incline service which comes out of the Ferry proportion.

No. Tariff.	Lumber.
Mo. Pac. No. 3837. (I. C. C. 3399). Effective May 28, 1900. Between East St. Louis, Ill., and Carondelet, Mo.	1½c per cwt.

Less $1.00 per car T. R. R. Assn.

Switching on cars from lines with which E. St. L. & C. Ry. has no connection as follows:

C. & A.	E. St. L. & B. E.	T. St. L. & W.
C. B. & Q.	St. L. & O.	Wabash.
C. P. & St. L.	St. L. T. & E.	

Balance divides E. St. L. & C. Ry. 50%; Ferry 50%, with 50c per car to Mo. Pac. for incline service which comes out of Ferry proportion.

Complainant's Exhibit No. 64.

I. C. C., C. T. M. No. 10, Canceling I. C. C. No. 728.

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Tariff No. 20, Canceling G. F. D. No. 12770.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R., to Stations on Chicago & Eastern Illinois Railroad.

Issued May 5, 1902, effective May 10, 1902.

H. H. Rhodes, Coal Traffic Manager,
Chicago, Ill.

Authy. R. 19.

Rates in Cents Per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Burnett, Ehrmandale, Ind. Note2.
D—Clinton, Lyford, Ind. Note 2.
E—Rosedale, Coxville, Mecca, Ind. Note 2.
F—Grape Creek, Westville, Ill. Note
G—Mission Field, Glenburn, Fairmount, Ill. Note 2.
H—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM—							
To—	A	B	C	D	E	F	G	H
Chicago, Ill.	70	60	60	60	60	57	57	95
Englewood, Ill..	70	60	60	60	60	57	57	95
Auburn Park, Ill.	70	60	60	60	60	57	57	95
Oakdale, Ill.	70	60	60	60	60	57	57	95
Euclid Park, Ill. ..70	60	60	60	60	57	57	95	
Fernwood, Ill. ..	70	60	60	60	60	57	57	95
Roseland, Ill. ...	70	60	60	60	60	57	57	95
Kensington, Ill. .	70	60	60	60	60	57	57	95
Dolton, Ill.	70	60	60	60	60	57	57	95
Dolton Jct., Ill. ..	70	60	60	60	60	57	57	95
Sou. Holland, Ill.	70	60	60	60	60	57	57	95
Thornton, Jct., Ill.	70	60	60	60	60	57	57	95
Thornton, Ill. ..	70	60	60	60	60	57	57	95
Glenwood, Ill. ..	70	60	60	60	60	57	57	95
Chicago Hts., Ill.	70	60	60	60	60	57	57	95

Steger, Ill.	70	60	60	60	60	57	57	95
Crete, Ill.	70	60	60	60	60	57	57	95
Goodenow, Ill. ..	70	60	60	60	60	57	57	95
Beecher,, Ill.	70	60	60	60	60	57	57	95
Sollitt, Ill.	70	60	60	60	60	57	57	95
Grant, Ill.	70	60	60	60	60	57	57	95
Momence, Ill. ..	70	60	60	60	60	57	57	95
*Koster, Ill.	70	60	60	60	60	57	57	95
St. Anne, Ill. ...	70	60	60	60	60	57	57	95
Papineau, Ill. ..	70	60	60	60	60	57	57	95
Martinton, Ill....	70	60	60	60	60	57	57	95
Pittwood, Ill. ...	70	60	60	60	60	57	57	95
Watseka, Ill.	70	..	60	60	..	57	57	95
Woodland, Ill. ..	70	..	60	60	..	57	57	95
Milford, Ill.	70	..	60	60	..	57	57	95
*Stockland, Ill. .	70	..	60	60	..	57	57	95
*Dawson Pk., Ill.	70	..	60	60	..	57	57	95
Freeland, Ind....	70	..	60	60	..	57	57	95
*Cissna Jct., Ill..	70	..	60	60	..	57	57	95
*Hickman, Ill. ..	70	..	60	60	..	57	57	95
Goodwine, Ill. ..	70	..	60	60	..	57	57	95
Claytonville, Ill..	70	..	60	60	..	57	57	95
Cissna Park, Ill..	70	..	60	60	..	57	57	95
Wellington, Ill..	70	..	60	60	..	55	55	95
Hoopeston, Ill....	70	..	60	60	..	55	55	95
Rossville, Ill.....	70	..	60	60	..	55	55	95
*Rossville Jct.Ill.	70	..	60	60	..	55	55	95

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 *Pounds.*

A—Brazil, Diamond, Ind. Note 1.
B—Burnette, Ehrmandale, Ind. Note 2.
C—Clinton, Lyfored, Ind. Note 2.
D—Grape Creek, Westville, Ill. Note 2.
E—Mission Field, Glenburn, Fairmount, Ill. Note 2.
F—Johnston City, Marion, Spillertown, Ill. Note 2.

To—	FROM— A	B	C	D	E	F
Alvan, Ill.	70	60	60	55	55	95
Bismark, Ill.	65	55	52	50	..	95
West Newell, Ill.	65	55	50	40	..	95
Danville, Ill.	60	50	45	30	..	90
*Soldiers' Home, Ill.	60	50	45	30	..	90
*Brewer, Ind.	60	50	45	..	..	..
Rileysburg, Ind.	60	50	45	..	..	..
Gessie, Ind.	60	50	45	..	..	..
Perrysville, Ind.	60	50	45	..	..	..
*Dickason, Ind.	60	50	45	..	..	..
Cayuga, Ind.	60	45	40	..	..	..
Newport, Ind.	60	45	40	..	..	..
*Dorner, Ind.	60	45	40	..	..	..
*Opedee, Ind.	60	45	40	..	..	..
Worthy, Ind.	60	45	40	..	..	..
W. Montezuma, Ind.	60	45	35	..	..	..
Hillsdale, Ind.	60	45	35	..	..	..
*Summit Grove, Ind.	60	45	35	..	..	..
*Norton Creek, Ind.	..	..	..	..	..	..
Clinton, Ind.	..	..	..	..	..	..
*Lyford, Ind.	..	..	..	..	..	..
Atherton, Ind.	30	30	30	..	..	..
Otter Ck. Jct., Ind.	30	30	30	..	..	..
*Ellsworth, Ind.	30	30	30	..	..	..
Terre Haute, Ind.	30	30	30	..	..	..
Henning, Ill.	70	..	..	50	50	95
Jamesburg, Ill.	70	..	..	50	50	95
Collison, Ill.	70	..	..	45	40	95
Brothers, Ill.	70	..	..	45	30	95
Jamaica, Ill.	70	..	..	45	40	90
*Maizetown, Ill.	70	..	..	45	40	90

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
B—Grape Creek, Westville, Ill. Note 2.
C—Mission Field, Glenburn, Fairmount, Ill. Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

To—	FROM— A	B	C	D
Grape Creek, Ill.	70	....	....	90
Westville, Ill.	70	....	....	90
*Riola, Ill.	70	35	..	90
Indianola, Ill.	70	40	40	90
Sidell, Ill.	70	45	45	90
*Hastings, Ill.	70	50	50	90
Allerton, Ill.	70	50	50	90
Broadlands, Ill.	70	50	50	90
Longview, Ill.	70	50	50	90
Fairland, Ill.	70	50	50	90
Villa Grove, Ill.	70	50	50	90
West Ridge, Ill.	70	50	50	90
Tuscola, Ill.	70	50	50	80
*Craigs, Ill.	70	50	50	80
Bourbon, Ill.	70	50	50	80
Arthur, Ill.	70	50	50	80
*Cadwell, Ill.	75	50	50	80
Chipps, Ill.	75	50	50	80
Sullivan, Ill.	75	50	50	80
*Kirksville, Ill.	75	50	50	80
*Okaw, Ill.	75	50	50	80
Findley, Ill.	75	50	50	80
*Duval, Ill.	75	50	50	80
Shelbyville, Ill.	75	50	50	70
*Baxter, Ill.	..	..	..	70
Clarksburg, Ill.	..	..	..	70
Mode, Ill.	..	..	..	70
Holland, Ill.	..	..	..	70
Moccasin, Ill.	..	..	..	70
Altamont, Ill.	..	..	..	60
St. Elmo, Ill.	..	..	..	60
St. James, Ill.	..	..	..	60
Loogootee, Ill.	..	..	..	60
St. Peter, Ill.	..	..	..	60

Kinmundy, Ill.	60
Brubaker, Ill.	60
Salem, Ill.	50
Carter, Ill.	50
Kell, Ill.	50
Texico, Ill.	50
Mt. Vernon, Ill.	40
Bonnie, Ill.	40
Ina, Ill.	40

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 Pounds.

To—	From Johnston City, Marion, Spillertown, Ill. Note 2.
Whittington, Ill.	40
Benton, Ill.	40
West Frankfort, Ill.	35
Johnston City, Ill.	..
Spillertown, Ill.	..
Marion Ill.	..
Hudgens, Ill.	35
Goreville, Ill.	40
Buncombe, Ill.	50
West Vienna, Ill.	50
Cypress, Ill.	50
*Joppa Jct., Ill.	50
Perks, Ill.	50
*Ullin, Ill.	50
Tamms, Ill.	50
Olive Branch, Ill.	50
*Santa Fe, Ill.	50
Thebes, Ill.	50
*Rago, Ill.	50
*Oaktown, Ill.	50
Boaz, Ill.	50
Joppa, Ill.	55

A—Brazil, Diamond, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Rosedale, Coxville, Mecca, Ind. Note 2.

To—	FROM— A	B	C
La Crosse, Ind.	70	60	60
Wilders, Ind.	70	60	60
*Burks, Ind.	70	60	60
Dunns, Ind.	70	60	60
Wheatfield, Ind.	70	60	60
Zadoc, Ind.	70	60	60
Kniman, Ind.	70	60	60
*Virgie, Ind.	70	60	60
*Moffitt's, Ind.	70	60	60
Fair Oaks, Ind.	70	60	60
Mount Ayr, Ind.	70	60	60
*Julian, Ind.	70	60	60
Foreman, Ind.	70	60	60
*Percy Junc., Ind.	70	60	60
Hopkins, Ill.	70	60	60
*Pogue, Ind.	70	60	60
Morocco, Ind.	70	60	60
Brook, Ind.	70	60	60
Goodland, Ind.	70	60	60
Wadena, Ind.	70	60	60
Lochiel, Ind.	70	60	60
Barce, Ind.	70	60	60
Swanington, Ind.	70	60	60
Oxford, Ind.	70	60	60
Pine Village, Ind.	70	60	60
Winthrop, Ind.	70	60	60
*Kickapoo, Ind.	70	60	60
*Independence, Ind.	70	60	60
Attica, Ind.	65	55	55
*Rob Roy, Ind.	65	55	55
*Aylesworth, Ind.	60	50	50
Stone Bluff, Ind.	55	45	45
Veedersburg, Ind.	50	40	40
*Long Siding, Ind.	50	40	40
Yeddo, Ind.	50	40	40
Kingman, Ind.	50	40	40

Tangier, Ind.	50	40	40
West Union, Ind.	50	40	40

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Weights.

All coal forwarded at rates named herein is subject to weights shown in Coal Tariff No. 17, C. T. M., I. C. C. No. 9, supplements thereto, or subsequent issues.

On coal originally consigned and delivered to private sidings in Chicago connecting with C. & E. I. rails north of Oakdale, the rate will be $1.00 per car less than the above.

This tariff bears on its face a rubber stamp reading as follows:

"Distribution List, No. (in red ink) 35514."

Also a rubber stamp reading as follows:

"Canceled by (in red ink) Coal Tar. 110. Effective (in red ink) 4-1-03."

Supplement No. 1 to I. C. C., C. T. M. No. 10.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 1 to Coal Tariff No. 20.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on Chicago & Eastern Illinois Railroad.

Effective February 18, 1903, the rates named in above described Tariff to stations Wateska, Ill., to Wellington, Ill., inclusive, will also apply to *Pence, Ind., *Finney, Ind., and *Judyville, Ind.

*No agent; prepay.

H. H. Rhodes,
Coal Traffic Manager.

Chicago, February 13, 1903.
Authy. R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in red ink) 35514."

Also a rubber stamp reading as follows:

"Canceled by (in red ink) Coal Tar. No. 110. Effective (in red ink) 4-1-'03."

Complainants' Exhibit No. 65.

I. C. C., G. T. M. No. 44. Canceling I. C. C., C. T. M. No. 10.

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Tariff No. 110, Canceling Coal Tariff No. 20.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on Chicago & Eastern Illinois Railroad.

Issued March 19, 1903. Effective April 1, 1903. Expires March 31, 1904, unless sooner abrogated.

H. H. Rhodes,
Coal Traffic Manager, Chicago, Ill.

Authy. R-19.

Rates in Cents per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Burnett, Ehrmandale, Ind. Note 2.
D—Clinton, Lyford, Ind. Note 2.
E—Rosedale, Coxville, Mecca, Ind. Note 2.
F—Grape Creek, Westville, Ill. Note 2.
G—Mission Field, Glenburn, Fairmount, Ill. Note 2.
H—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM—							
To—	A	B	C	D	E	F	G	H
Chicago, Ill	80	70	70	70	70	67	67	105
Englewood, Ill	80	70	70	70	70	67	67	105
Auburn Park, Ill	80	70	70	70	70	67	67	105
Oakdale, Ill	80	70	70	70	70	67	67	105
*Euclid Park, Ill	80	70	70	70	70	67	67	105
Fernwood, Ill	80	70	70	70	70	67	67	105
Roseland, Ill	80	70	70	70	70	67	67	105
Kensington, Ill	80	70	70	70	70	67	67	105

Dolton, Ill	80	70	70	70	70	67	67	105
Dolton Jct., Ill	80	70	70	70	70	67	67	105
South Holland, Ill	80	70	70	70	70	67	67	105
Thornton Jct., Ill	80	70	70	70	70	67	67	105
Thornton, Ill	80	70	70	70	70	67	67	105
Glenwood, Ill	80	70	70	70	70	67	67	105
Chicago Hgts., Ill.	80	70	70	70	70	67	67	105
Steger, Ill	80	70	70	70	70	67	67	105
Crete, Ill	80	70	70	70	70	67	67	105
Goodenow, Ill	80	70	70	70	70	67	67	105
Beecher, Ill	80	70	70	70	70	67	67	105
Sollitt, Ill	80	70	70	70	70	67	67	105
Grant, Ill	80	70	70	70	70	67	67	105
Momence, Ill	80	70	70	70	70	67	67	105
*Koster, Ill	80	70	70	70	70	67	67	105
St. Anne, Ill	80	70	70	70	70	67	67	105
Papineau, Ill	80	70	70	70	70	67	67	105
Martinton, Ill	80	70	70	70	70	67	67	105
Pittwood, Ill	80	70	70	70	70	67	67	105
Watseka, Ill	80	.....	70	70	.....	67	67	105
Woodland, Ill	80	.....	70	70	.....	67	67	105
Milford, Ill	80	.....	70	70	.....	67	67	105
*Stockland, Ill	80	.....	70	70	.....	67	67	105
*Dawson Park, Ill.	80	.....	70	70	.....	67	67	105
Freeland, Ind	80	.....	70	70	.....	67	67	105
*Cissna Jct., Ill	80	.....	70	70	.....	67	67	105
*Hickman, Ill	80	.....	70	70	.....	67	67	105
Goodwine, Ill	80	.....	70	70	.....	67	67	105
Claytonville, Ill	80	.....	70	70	.....	67	67	105
Cissna Park, Ill	80	.....	70	70	.....	67	67	105
Wellington, Ill	75	.....	65	65	.....	60	60	100
Hoopeston, Ill	75	.....	65	65	.....	60	60	100
Rossville, Ill	75	.....	65	65	.....	60	60	100
*Rossville Jct., Ill.	75	.....	65	65	.....	60	60	100
*Pence, Ind	80	.....	70	70	.....	67	67	105
*Finney, Ind	80	.....	70	70	.....	67	67	105
*Judyville, Ind	80	.....	70	70	.....	67	67	105

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Screening.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
B—Burnette, Ehrmandale, Ind. Note 2.
C—Clinton, Lyfored, Ind. Note 2.
D—Grape Creek, Westville, Ill. Note 2.
C—Mission Field, Fairmount, Ill. Note 2.
F—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM—					
To—	A	B	C	D	E	F
Alvan, Ill.	75	60	60	55	55	100
Bismark, Ill.	70	60	55	50	.....	100
West Newell, Ill.	65	60	55	45	.....	100
Danville, Ill.	60	60	55	45	--	100
*Soldiers' Home, Ill.	60	55	50	35	.....	95
*Brewer, Ind.	60	50	45	.....	.....	.....
Rileysburg, Ind.	60	50	45	.....	.....	.....
Gessie, Ind.	60	50	45	.....	.....	.....
Perrysville, Ind.	60	50	45	.....	.....	.....
*Dickason, Ind.	60	50	45	.....	.....	.....
Cayuga, Ind.	60	45	40	.....	.....	.....
Newport, Ind.	60	45	40	.....	.....	.....
*Donner, Ind.	60	45	40	.....	.....	.....
*Opedee, Ind.	60	45	40	.....	.....	.....
Worthy, Ind.	60	45	40	.....	.....	.....
W. Montezuma, Ind.	55	40	35	.....	.....	.....
Hillsdale, Ind.	55	40	35	.....	.....	.....
*Summit Grove, Ind.	55	40	35	.....	.....	.....
*Norton Creek, Ind.	.....	.....	.....	.....	.....	.....
Clinton, Ind.	.....	.....	.....	.....	.....	.....
Lyford, Ind.	.....	.....	.....	.....	.....	.....
Atherton, Ind.	30	30	30	.....	.....	.....
Otter Creek Jc., Ind.	30	30	30	.....	.....	.....
*Ellsworth, Ind.	30	30	30	.....	.....	.....
Terre Haute, Ind.	30	30	30	.....	.....	.....
Henning, Ill.	80	.....	.....	.....	50	100
Jamesburg, Ill.	80	.....	.....	.....	50	100
Collison, Ill.	80	.....	.....	.....	40	100

Brothers, Ill.	80	.....	.....	.....	30	100
Jamaica, Ill.	80	.....	.....	.....	40	95
*Maizetown, Ill.	80	.....	.....	.....	40	95

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
B—Grape Creek, Westville, Ill. Note 2.
C—Mission Field, Fairmount, Ill. Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM—			
To—	A	B	C	D
Grape Creek, Ill.	70	.....	.....	95
Westville, Ill.	70	.....	.....	95
*Riola, Ill.	75	35	.....	95
Indianola, Ill.	75	40	40	95
Sidell, Ill.	75	45	45	95
Hastings, Ill.	80	55	55	95
Allerton, Ill.	80	55	55	95
Broadlands, Ill.	80	55	55	95
Longview, Ill.	80	55	55	95
Fairland, Ill.	80	55	55	95
Villa Grove, Ill.	80	55	55	95
West Ridge, Ill.	80	55	55	95
Tuscola, Ill.	80	55	55	85
*Craigs, Ill.	80	55	55	85
Bourbon, Ill.	80	55	55	85
Arthur, Ill.	80	55	55	85
Cadwell, Ill.	80	55	55	85
*Chipps, Ill.	80	55	55	85
Sullivan, Ill.	80	55	55	85
*Kirksville, Ill.	80	55	55	85
*Okaw, Ill.	80	55	55	85
Findley, Ill.	80	55	55	85
*Duval, Ill.	80	55	55	85

Shelbyville, Ill.	90	55	55	75
*Baxter, Ill.	.....	.....	.....	75
Clarksburg, Ill.	.....	.....	.....	75
Mode, Ill.	.....	.....	.....	75
Holland, Ill.	.....	.....	.....	75
Moccasin, Ill.	.....	.....	.....	75
Altamont, Ill.	.....	.....	.....	65
St. Elmo, Ill.	.....	.....	.....	65
St. James, Ill.	.....	.....	.....	65
Loogootee, Ill.	.....	.....	.....	65
St. Peter, Ill.	.....	.....	.....	65
Kinmundy, Ill.	.....	.....	.....	65
Brubaker, Ill.	.....	.....	.....	65
Salem, Ill.	.....	.....	.....	55
Carter, Ill.	.....	.....	.....	55
Kell, Ill.	.....	.....	.....	55
Texico, Ill.	.....	.....	.....	55
Mt. Vernon, Ill.	.....	.....	.....	45
Bonnie, Ill.	.....	.....	.....	45
Ina, Ill.	.....	.....	.....	45

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Cents Per Ton of 2,000 Pounds.

To—	From Johnston City, Marion, Spillertown, Ill. Note 2.
Whittington, Ill.	40
Benton, Ill.	40
West Frankfort, Ill.	35
Johnston City, Ill.	.....
Spillertown, Ill.	.....
Marion, Ill.	.....
Hudgens, Ill.	35
Goreville, Ill.	40
Buncombe, Ill.	50

West Vienna, Ill.	50
Cypress, Ill.	50
*Joppa Jct., Ill.	50
Perks, Ill.	50
*Ullin, Ill.	50
Tamms, Ill.	50
Olive Branch, Ill.	50
*Santa Fe, Ill.	50
Thebes, Ill.	50
*Rago, Ill.	50
*Oaktown, Ill.	50
Boaz, Ill.	50
Joppa, Ill.	55

A—Brazil, Diamond, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Rosedale, Coxville, Mecca, Ind. Note 2.

	FROM—		
To—	A	B	C
La Crosse, Ind.	80	70	70
Wilders, Ind.	80	70	70
*Burks, Ind.	80	70	70
Dunns, Ind.	80	70	70
Wheat Field, Ind.	80	70	70
Zadoc, Ind.	80	70	70
Kniman, Ind.	80	70	70
*Virgie, Ind.	80	70	70
*Moffitt's, Ind.	80	70	70
Fair Oaks, Ind.	80	70	70
Mount Ayr, Ind.	80	70	70
*Julian, Ind.	80	70	70
Foresman, Ind.	80	70	70
*Percy Jct., Ind.	80	70	70
Hopkins, Ill.	80	70	70
*Pogue, Ind.	80	70	70
Morocco, Ind.	80	70	70
Brook, Ind.	80	70	70
Goodland, Ind.	80	70	70
Wadena, Ind.	80	70	70
Lochiel, Ind.	80	70	70

Barce, Ind.	80	70	70
Swanington, Ind.	80	70	70
Oxford, Ind.	75	65	65
Pine Village, Ind.	75	65	65
Winthrop, Ind.	75	65	65
*Kickapoo, Ind.	75	65	65
*Independence, Ind.	75	65	65
Attica, Ind.	70	60	60
*Rob Roy, Ind.	70	60	60
*Aylesworth, Ind.	65	55	55
Stone Bluff, Ind.	55	45	45
Veedersburg, Ind.	50	40	40
*Long Siding, Ind.	50	40	40
Yeddo, Ind.	50	40	40
Kingman, Ind.	50	40	40
Tangier, Ind.	50	40	40
West Union, Ind.	50	40	40

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Weights.

All coal forwarded at rates herein named is subject to weights shown in Coal Tariff No. 17, C. T. M., I. C. C. No. 9, supplements thereto, or subsequent issues.

On coal originally consigned and delivered to private sidings in Chicago connecting with C. & E. I. rails north of Oakdale, the rate will be $1.00 per car less than the above.

This Tariff bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil), Coal.Tf. 283. Effective (in pencil) May 2, '04."

Supplement No. 1 to I. C. C., C. T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS R. R.

Supplement No. 1 to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on Chicago & Eastern Illinois R. R.

H. H. Rhodes, Coal Traffic Manager,
Chicago, Ill.

Authy. R. 19.

Effective at once, the following rules will govern the absorption of switching charges of foreign roads on coal at junction points on the Chicago & Eastern Illinois Railroad:

Chicago—(a). The rates named in tariff hereby amended to Chicago include the delivery of coal to all railroads entering Chicago, but do not include any portion of such roads' local switching, except as specified in section b.

(b) The actual switching charges of the following named roads, but not exceeding $3.00 per car, will be absorbed, this absorption to be made through claim, supported by original switching bills of such roads:

Chicago & Grand Trunk Railway.
Chicago, Burlington & Quincy Railway.
Chicago, Rock Island & Pacific Railway.
Lake Shore & Michigan Southern Railway.
Michigan Southern Railway.
Michigan Central Railroad.
Pittsburg, Ft. Wayne & Chicago Railway.
Pullman Railroad.
Wabash Railroad.

The switching charges of the railroads connecting with the Chicago & Eastern Illinois Railroad south of Chicago will not be absorbed, except as hereinafter specified.

Chicago Heights—The switching charges of the Chicago Heights Terminal Transfer Company, Elgin, Joliet & Eastern Railway and Michigan Central Railroad will be absorbed.

Momence—The switching charge of the Indiana, Illinois & Iowa Railroad will be absorbed.

St. Anne—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Watseka—The switching charge of the Toledo, Peoria & Western Railway will be absorbed on block coal. The Toledo, Peoria & Western Railway will not switch bituminous coal.

Tuscola—The switching charge of the Cincinnati, Indianapolis & Western Railway will be absorbed.

Arthur—The switching charge of the Vandalia Line will be absorbed.

Sullivan—The switching charge of the Illinois Central Railroad will be absorbed.

Shelbyville—The switching charge of the Cleveland, Cincinnati & St. Louis Railway will be absorbed.

Chicago, Ill., April 15, 1903.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 7. Effective (in pencil) 8-26-03."

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 2 to Coal Tariff No. 110, Applying on Soft Coal, Carloads.

Effective May 1st, 1903, make the following changes in the above described issue:

Rates in Cents Per Ton of 2,000 Pounds.

From Johnston City, Marion and Spillertown, Illinois, to—

*Joppa Junction, Ill.	55
Perks, Ill.	55
*Ullin, Ill.	55
Tamms, Ill	55
Olive Branch, Ill.	55
*Santa Fe, Ill.	55
Thebes, Ill.	55
*Rago, Ill.	55
*Oaktown, Ill.	55
Boaz, Ill.	55
Joppa, Ill.	55

*No agent—prepay.

Auty. R-19.

Chicago, April 18th, 1903.

H. H. Rhodes,
Coal Traffic Manager.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 3, Canceling Supplement No. 2 to Coal Tariff No. 110, applying on Soft Coal, Carloads.

Effective at once, make the following changes in the above described issue:

Rates in Cents Per Ton of 2,000 Pounds.

From Johnston City, Marion and Spillertown, Illinois, to—

*Joppa Jct., Ill	55
Perks, Ill	55
*Ullin, Ill	55
Tamms, Ill	55
Olive Branch, Ill	55
*Santa Fe, Ill	55

Thebes, Ill	55
*Rago, Ill	55
*Oaktown, Ill	55
Boaz, Ill	55
Joppa, Ill	60

*No agent—prepay.

Authy. R-92. Chicago, May 6th, 1903.

H. H. Rhodes, Coal Traffic Manager.

This Supplement bears on its face a rubber stamp reading as follows:

"Cancelled By (in pencil) Supp. 7. Effective (in pencil) 8-26-03."

Also a rubber stamp reading as follows:

"Distribution List By (in pencil) 36525."

Supplement No. 4 to I. C. C. C. T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 4, to Coal Tariff No. 110, applying on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Station on the Chicago & Eastern Illinois R. R.

Effective at once, add the Chicago & Alton R. R. to list of roads shown on page 2 of Supplement No. 1 to above described tariff, of which the actual switching charges, but not exceeding $3.00 per car will be absorbed; this absorption to be made through claim to be supported by original switching bills.

Issued July 29th, 1903.

Authy. R-169.

H. H. Rhodes, Coal Traffic Manager.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 7, Effective (in pencil) 8-26-03."

Supplement No. 5 to I. C. C. C. T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 5 to Coal Tariff No. 110, Applying on Soft Coal, Carloads, From Mines on the C. & E. I. R. R. to Stations on the Chicago & Eastern Illinois R. R.

Effective at once, not to exceed $3.00 per car, will be absorbed of the combined switching charge made by the Chicago Terminal Transfer R. R. and the Chicago West Pullman & Southern Ry. for hauling coal from Dolton Junction to West Pullman, Ill.

Issued Aug. 11th, 1903.

Authy. R-169.

H. H. Rhodes, Coal Traffic Manager.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 7, Effective (in pencil) 8-26-03."

Supp. No. 6 to I. C. C. C T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 6, to Coal Tariff No. 110, applying on Soft Coal, Carloads.

Effective July 1st, 1903, make the following changes in the above described issue:

Rates in Cents per Ton of 2,000 *lbs.*

From Grape Creek and Westville to:	
Henning, Ill.	55
Jamesburg, Ill.	55

Bollison, Ill.	55
Brothers, Ill.	55
Jamaica, Ill.	55
*Maizetown, Ill.	55

*No Agent; prepay.
Authy. R-19.

H. H. Rhodes, Coal Traffic Manager.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List. No. (in pencil) 36744."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 7, Effective (in pencil) 8-26-03."

Supplement No. 7 to I. C. C., C. T. M. No. 44.

Local P-13.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 7.

Canceling previous supplements to Coal Tariff No. 110.
Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on Chicago & Eastern Illinois Railroad.

H. H. Rhodes, Coal Traffic Manager.
Chicago, Ill., Aug. 26, 1903.
Authy. R 19.

Effective at once, the following rules will govern the absorption of switching charges of foreign roads on coal at junction points on the Chicago & Eastern Illinois Railroad:

Chicago: (a) The rates named in tariff hereby amended to Chicago include the delivery of coal to all railroads entering Chicago, but do not include any portion of such roads' local switching, except as specified in section b.

(b) The actual switching charges of the following named roads, but not exceeding $3.00 per car, will be absorbed; this absorption to be through claim, supported by original switching bill of such roads:

Chicago & Alton Railroad.
Chicago & Grand Trunk Railway.
Chicago, Burlington & Quincy Railway.
Chicago, Rock Island & Pacific Railway.
Illinois Northern Railway.
Lake Shore & Michigan Southern Railway.
Michigan Central Railroad.
Pittsburg, Ft. Wayne & Chicago Railway.
Pullman Railroad.
Wabash Railroad.

The switching charges of the railroads connecting with the Chicago & Eastern Illinois Railroad south of Chicago will not be absorbed, except as hereinafter specified:

Dolton Junction—Not to exceed $3.00 per car will be absorbed of the combined switching charges made by the Chicago Terminal Transfer Railroad and Chicago West Pullman & Southern Railway for handling coal from Dolton Junction to West Pullman, Ill.

Chicago Heights—The switching charges of the Chicago Heights Terminal Transfer Company, Elgin, Joliet & Eastern Railway and Michigan Central Railroad will be absorbed.

Momence—The switching charge of the Indiana, Illinois and Iowa Railroad will be absorbed.

St. Anne—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Watseka—The switching charge of the Toledo, Peoria & Western Railway will be absorbed on block coal. The Toledo, Peoria & Western will not switch bituminous coal.

Tuscola—The switching charge of the Cincinnati, Indianapolis & Western Railway will be absorbed.

Arthur—The switching charge of the Vandalia line will be absorbed.

Sullivan—The switching charge of the Illinois Central Railroad and Wabash Railroad will be absorbed.

Shelbyville—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Louis Railway will be absorbed.

Attica, Ind.—Not exceeding $2.00 per car of the Wabash switching charge will be absorbed.

Rates in Cents Per Ton of 2,000 Pounds.

From Grape Creek and Westville, Ill. (See Note) to:	
Henning, Ill.	55
Jamesburg, Ill.	55
Collison, Ill.	55
Jamaica, Ill.	55
*Maizetown, Ill.	55

Reissue.

*No Agent—prepay.

Rates in Cents Per Ton of 2,000 Pounds.

From Johnston City, Marion, Spillertown, Ill. (See Note) to:	
*Joppa Jct., Ill.	55
Perks, Ill.	55
Ullin, Ill.	55
Tamms, Ill.	55
Olive Branch, Ill.	55
*Santa Fe, Ill.	55
Thebes, Ill.	55
*Rago, Ill.	55
*Oaktown, Ill.	55
Boaz, Ill.	55
Joppa, Ill.	60

Note—Applicable on Bituminous Lump, Egg and Mine Run; also Bituminous Nut, Pea Slack and Screenings.

Weights—All coal forwarded at rates named herein is subject to weights shown in Coal Tariff No. 17, C. T. M. I. C. C. No. 9, supplements thereto, or subsequent issues thereof.

On coal originally consigned and delivered to private sidings in Chicago connecting with C. & E. I. rails south of Oakdale, the rate will be $1.00 per car less than the above.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List, No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Coal Tf. 283. Effective (in pencil) May 2, 04."

Supp. No. 8 to I. C. C., C. T. M., No. 44.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 8. Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads from Mines on C. & E. I. R. R., to Stations on C. & E. I. R. R.

Rates in Cents Per Ton of 2,000 *Pounds.*

From Mecca, Ind., to:
West Melcher, Ind. 30
Chicago, Ill., Oct. 23rd, 1903. Effective at once.
Authy. R-19.

H. H. Rhodes, Coal Traffic Manager.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List, No. (in pencil) 36916."

Also a rubber stamp reading as follows:

"Cancelled by (in pencil) Supp. 9. Effective (in pencil) 11-2-03."

Supp. No. 9, Cancelling Supp. No. 8 to I. C. C., C., C. T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 9 (Canceling Supplement No. 8) to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads from Mines on C. & E. I. R. R. to Stations on C. & E. I. R. R.

Rates in Cents Per Ton of 2,000 *Pounds.*

From Mecca Ind., to:
*West Melcher, Ind. 30

Chicago, Ill., Nov. 2nd, 1903. Effective at once.
Authority R-19.
*No Agent; prepay.

H. H. Rhodes, Coal Traffic Manager.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No (in pencil) 36934."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Coal Tf. 283, Effective (in pencil) May 2, 04."

Supplement No. 10 to I. C. C., C. T. M. No. 44.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 10 to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on C. & E. I. R. R.

Effective Nov. 24th, 1903, Eliminate the C. B. & Q. R. R. from list of roads for which absorption of switching charges will be made. On and after the above date delivery to Industries on the C. B. & Q. R. R. tracks will be made in accordance with Coal Tariff No. 239, I. C. C., C. T. M. No. 100, supplements thereto or subsequent issues thereof and not otherwise.

H. H. Rhodes, Coal Traffic Manager.

Chicago, Ill., Dec. 2nd, 1903.
Authority R 19.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37056."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Coal Tf. 283, Effective (in pencil) May 2, 04."

Supplement No. 11 to I. C. C., C. T. M. No. 44.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 11 to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on C. & E. I. R. R.

Effective at once, C. & E. I. R. R. will absorb the switching charges on the B. & O. S. W. R. R. and Vandalia Line at Altamont, Ill.

H. H. Rhodes, Coal Traffic Manager.

Chicago, Ill., Jan. 13th, 1904.

Authy. R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in red ink) 37178."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Coal Tf. 283. Effective (in pencil) May 2, 04."

Supplement No. 12 to I. C. C., C. T. M. No. 44 (in pencil) from C. & E. I., Page 13.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 12, to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads from Mines on C. & E. I. R. R. to Stations on C. &. E. I. R. R.

Refer to title page of above described issue, and cancel expiration notice.

Rates named will continue in effect until March 31, 1905, unless sooner absorbed.

Issued March 25, 1904. Effective April 1, 1904.

H. H. Rhodes, Coal Traffic Manager.

Authority R-19.

Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 36458."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Coal Tf. 283, Effective (in pencil) May 2-04."

Supplement No. 13 to I. C. C., C. T. M. No. 44.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 13, to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads from Mines on C. & E. I. R. R. to Stations on C. &. E. I. R. R.

Issued April 11th, 1904. Effective at once.

Rates in Cents Per Ton of 2,000 *Pounds.*

From Clinton, Lyford and Atherton, Ind., to:

Brook, Ind. 70

Minimum weight per C. T. No. 252, I. C. C. No. 104, supplements thereto or subsequent issues thereof.

H. H. Rhodes, Coal Traffic Manager.

Authority R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 14, Effective (in pencil) April 18-04."

Supplement No. 14, Cancelling Supplement No. 13 to I. C. C., C. T. M. No. 44.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Supplement No. 14, (Cancelling Supplement No. 13) to Coal Tariff No. 110.

Local Tariff on Soft Coal, Carloads, from Mines on C. & E. I. R. R. to Stations on C. &. E. I. R. R.

Issued April 15th, 1904. Effective April 18th, 1904.

Rates in Cents Per Ton of 2,000 Pounds.

From Clinton, Lyford and Atherton, Ind., to:
Brock, Ind. 70

Minimum weight per C. T. No. 252, I. C. C. No. 104 supplements thereto or subsequent issues thereof.

H. H. Rhodes, Coal Traffic Manager.

Authority R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Canceled by (in pencil) Tf. 283, Effective (in pencil) May 2-04."

Complainant's Exhibit No. 66.

I. C. C., C. T. M. No. 111, Cancelling I. C. C., C. T. M.

No. 44.

"FRISCO SYSTEM"

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Tariff No. 283, (Canceling Coal Tariff No. 110.)

Local Tariff on Soft Coal, Carloads, Mines on C. & E. E. I. R. R. to Stations on C. & E. I. R. R.

Issued April 27, 1904. Effective May 2, 1904.

Expires March 31, 1905, unless sooner abrogated.

H. H. Rhodes, Coal Traffic Manager.
Chicago, Ill.

Authority R-19.

The following rules will govern the absorption of switching charges of foreign roads on coal at junction points on the Chicago & Eastern Illinois Railroad:

Chicago: (a) The rates named herein to Chicago include the delivery of coal to all railroads entering Chicago, but do not include any portion of such roads' local switching, except as specified in Section b.

(b) The actual switching charges of the following named roads, but not exceeding $3.00 per car will be absorbed; this absorption to be made through claim, supported by original switching bills of such roads:

Chicago & Alton Railroad.
Grand Trunk Railway System.
Illinois Northern Railway.
Lake Shore & Michigan Southern Railway.
Michigan Central Railroad.
Pittsburg, Fort Wayne & Chicago Railway.
Pullman Railroad.
Wabash Railroad.

The switching charges of the railroads connecting with the Chicago & Eastern Illinois Railroad south of Chicago will not be absorbed, except as hereinafter specified:

Dolton Junction—not to exceed $3.00 per car will be absorbed of the combined switching charge made by the Chicago Terminal Transfer Railroad and Chicago, West Pullman & Southern Railway for handling coal from Dolton Junction to West Pullman, Ill.

Chicago Heights—The switching charges of the Chicago Heights Terminal Transfer Company, Elgin, Joliet & Eastern Railway and Michigan Central Railroad will be absorbed.

Momence—The switching charge of the Indiana, Illinois & Iowa Railroad will be absorbed.

St. Anne—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Watseka—The switching charge of the Toledo, Peoria & Western Railway will be absorbed on block coal. The Toledo, Peoria & Western Railway will not switch bituminous coal.

Tuscola—The switching charge of the Cincinnati, Indianapolis & Western Railway will be absorbed.

Arthur—The switching charge of the Vandalia Line will be absorbed.

Sullivan—The switching charge of the Illinois Central Railroad and Wabash Railroad will be absorbed.

Shelbyville—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Attica, Ind.—Not exceeding $2.00 per car of the Wabash switching charge will be absorbed.

Altamont, Ill.—The switching charge of the Baltimore & Ohio Southwestern Railroad and Vandalia Line will be absorbed.

Rates in Dollars and Cents Per Ton of 2,000 *Pounds*

A—Brazil, Diamond, McIntosh, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Burnett, Ehrmandale, Ind. Note 2.
D—Clinton, Lyford, Atherton, Ind. Note 2.
E—Rosedale, Coxville, Mecca, Ind. Note 2.
F—Grape Creek, Westville, Ill. Note 2.
G—Mission Field, Fairmount, Ill. Note 2.
H—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM							
To—	A	B	C	D	E	F	G	H
Chicago, Ill. --	.80	.70	.70	.70	.70	.67	.67	1.00
Englewood, Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
Auburn Pk, Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
Oakdale, Ill. --	.80	.70	.70	.70	.70	.67	.67	1.00
*Euclid Pk, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Fernwood, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Roseland, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Kensington,Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
Dolton, Ill. ---	.80	.70	.70	.70	.70	.67	.67	1.00
Dolton Jct., Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
S. Holland, Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
Thornton Jct., Ill. ----------	.80	.70	.70	.70	.70	.67	.67	1.00
Thornton, Ill. -	.80	.70	.70	.70	.70	.67	.67	1.00
Glenwood, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Chic. Hts., Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Steger, Ill.----	.80	.70	.70	.70	.70	.67	.67	1.00
Crete, Ill. ----	.80	.70	.70	.70	.70	.67	.67	1.00
Goodenow, Ill.	.80	.70	.70	.70	.70	.67	.67	1.00
Beecher, Ill---	.80	.70	.70	.70	.70	.67	.67	1.00
Sollitt, Ill----	.80	.70	.70	.70	.70	.67	.67	1.00
Grant, Ill. ----	.80	.70	.70	.70	.70	.67	.67	1.00
Momence, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
*Koster, Ill. --	.80	.70	.70	.70	.70	.67	.67	1.00
St. Anne, Ill.--	.80	.70	.70	.70	.70	.67	.67	1.00
Papineau, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00

Martinton, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Pittwood, Ill..	.80	.70	.70	.70	.70	.67	.67	1.00
Watseka, Ill....	.80	--	.70	.70	--	.67	.67	1.00
Woodland, Ill..	.80	--	.70	.70	--	.67	.67	1.00
Milford, Ill....	.80	--	.70	.70	--	.67	.67	1.00
*Stockland, Ill..	.80	--	.70	.70	--	.67	.67	1.00
*Dawson Pk, Ill.	.80	--	.70	.70	--	.67	.67	1.00
Freeland, Ind..	.80	--	.70	.70	--	.67	.67	1.00
*Cissna Jct., Ill.	.80	--	.70	.70	--	.67	.67	1.00
*Hickman, Ill..	.80	--	.70	.70	--	.67	.67	1.00
Goodwine, Ill..	.80	--	.70	.70	--	.67	.67	1.00
Claytonville,Ill.	.80	--	.70	.70	--	.67	.67	1,00
Cissna Pk., Ill.	.80	--	.70	.70	--	.67	.67	1.00
Wellington, Ill.	.80	--	.65	.65	--	.60	.60	1.00
Hoopeston, Ill.	.75	--	.65	.65	--	.60	.60	1.00
Rossville, Ill..	.75	--	.65	.65	--	.60	.60	1.00
*R'ville Jct., Ill.	.75	--	.65	.65	--	.60	.60	1.00
Pence, Ind.	.80	--	.70	.70	--	.67	.67	1.00
*Finney, Ind....	.80	--	.70	.70	--	.67	.67	1.00
Judyville, Ind..	.80	--	.70	.70	--	.67	.67	1.00

*No Agent; prepay.

Note 1—Applicable on Block Coal and Mine Run, also Block Slack and Screenings.

Note 2—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

A—Brazil, Diamond, McIntosh, Ind. Note 1.
B—Burnette, Ehrmandale, Ind. Note 2.
C—Clinton, Lyfored, Ind. Note 2.
D—Grape Creek, Ill. Note 2.
E—Mission Field, Fairmount, Ill.
P—Johnston City, Marion Spillertown, Ill.

	FROM					
To—	A	B	C	D	E	F
Alvan, Ill.	75	60	60	55	55	100
Bismark, Ill.	70	60	55	50	..	100
West Newell, Ill....	65	60	55	45	..	100
Danville, Ill.	60	55	50	35	..	95
Soldiers' Home, Ill.	60	55	50	35	..	95
Brewer, Ill.	60	50	45	..	..	....

Rileysburg, Ind.	60	50	45	..	..	...
*Gessie, Ind.	60	50	45	..	..	...
Perrysville, Ind.	60	50	45	..	..	...
*Dickason, Ind.	60	50	45	..	..	...
Cayuga, Ind.	60	45	40	..	..	...
Newport, Ind.	60	45	40	..	..	...
*Dorner, Ind.	60	45	40	..	..	...
*Worthy, Ind.	60	45	40	..	..	...
W. M'tezuma, Ind.	55	40	35	..	..	...
Hillsdale, Ind.	55	40	35	..	..	...
*Sum't Grove, Ind.	55	40	35	..	..	...
*Norton Cr'k, Ind.	..	..	..	..	..	...
Clinton, Ind.	..	..	..	..	..	...
*Lyford, Ind.	..	..	..	..	..	...
Atherton, Ind.	30	30	30	..	..	...
Otter Creek, Ind.	30	30	30	..	..	...
*Ellsworth, Ind.	30	30	30	..	..	...
Terre Haute, Ind.	30	30	30	..	..	...
Henning, Ill.	80	..	..	55	50	100
Jamesburg, Ill.	80	..	..	55	50	100
Collison, Ill.	80	..	..	55	40	100
Brothers, Ill.	80	..	..	55	30	100
Jamaica, Ill.	80	..	..	55	40	95
*Maizetown, Ill.	80	..	..	55	40	95

*No agent—prepay.

Note 1—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Dollars and Cents per Ton of 2,000 *Pounds.*

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Grape Creek, Westville, Ill. Note 2.
C—Mission Field, Fairmount, Ill. Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM			
To—	A	B	C	D
Grape Creek, Ill.	70	..	..	95
Westville, Ill.	70	..	..	95
*Riola, Ill.	75	35	..	95

Indianola, Ill.	75	40	40	95
Bidell, Ill.	75	45	45	95
*Hastings, Ill.	80	55	55	95
Allerton, Ill.	80	55	55	95
Broadlands, Ill.	80	55	55	95
Longview, Ill.	80	55	55	95
Fairland, Ill.	80	55	55	95
Villa Grove, Ill.	80	55	55	95
West Ridge, Ill.	80	55	55	95
Tuscola, Ill.	80	55	55	85
*Craigs, Ill.	80	55	55	85
Bourbon, Ill.	80	55	55	85
Arthur, Ill.	80	55	55	85
Cadwell, Ill.	80	55	55	85
Chipps, Ill.	80	55	55	85
Sullivan, Ill.	80	55	55	85
*Kirksville, Ill.	80	55	55	85
*Okaw, Ill.	80	55	55	85
Findley, Ill.	80	55	55	85
*Duval, Ill.	80	55	55	85
Shelbyville, Ill.	90	55	55	75
*Baxter, Ill.	..	..	..	75
Clarksburg, Ill.	..	..	..	75
Mode, Ill.	..	..	..	75
Holland, Ill.	..	..	..	75
Moccasin, Ill.	..	..	..	75
Altamont, Ill.	..	..	..	65
St. Elmo, Ill.	..	..	..	65
St. James, Ill.	..	..	..	65
Loogootee, Ill.	..	..	..	65
St. Peter, Ill.	..	..	..	65
Kinmundy, Ill.	..	..	..	65
Brubaker, Ill.	..	..	..	65
Salem, Ill.	..	..	..	55
Carter, Ill.	..	..	..	55
Kell, Ill.	..	..	..	55
Texico, Ill.	..	..	..	55
Mt. Vernon, Ill.	..	..	..	45
Bonnie, Ill.	..	..	..	45
Ina, Ill.	..	..	..	45

*No Agent; prepay.

Note 1—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea Slack and Screenings.

Rates in Dollars and Cents Per Ton of 2,000 Pounds

From Johnston City, Marion, Spillertown, Ill., (Note 2) to—	
Whittington, Ill.	40
Benton, Ill.	40
West Frankfort, Ill.	35
Johnston City, Ill.	..
*Spillertown, Ill.	..
Marion, Ill.	..
*Hudgens Ill.	35
Goreville, Ill.	40
Buncombe, Ill.	50
West Vienna, Ill.	50
Cypress, Ill.	50
*Joppa Jct., Ill.	55
Perks, Ill.	55
*Ullin, Ill.	55
Tamms, Ill.	55
Olive Branch, Ill.	55
*Santa Fe, Ill.	55
Thebes, Ill.	55
*Rago, Ill.	60
Oaktown, Ill.	60
Boaz, Ill.	60
Joppa, Ill.	60

A—Brazil, Diamond, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Rosedale, Coxville, Mecca, Ind. Note 2.

	FROM		
To—	A	B	C
La Crosse, Ind.	80	70	70
Wilders, Ind.	80	70	70
*Burks, Ind.	80	70	70
Dunns, Ind.	80	70	70

Wheatfield, Ind.	80	70	70
Zadoc, Ind.	80	70	70
Kniman, Ind.	80	70	70
*Virgie, Ind.	80	70	70
*Moffitt's, Ind.	80	70	70
Fair Oaks, Ind.	80	70	70
Mount Ayr, Ind.	80	70	70
Julian, Ind.	80	70	70
Foresman, Ind.	80	70	70
Percy Junc., Ind.	80	70	70
Hopkins, Ill.	80	70	70
*Pogue, Ind.	80	70	70
Morocco, Ind.	80	70	70
Brook, Ind.	80	70	70
Goodland, Ind.	80	70	70
Wadena, Ind.	80	70	70
Lochiel, Ind.	80	70	70
Barce, Ind.	80	70	70
Swanington, Ind.	80	70	70
Oxford, Ind.	75	65	65
Pine Village, Ind.	75	65	65
Winthrop, Ind.	75	65	65
*Kickapoo, Ind.	75	65	65
*Independence, Ind.	75	65	65
Attica, Ind.	70	60	60
*Rob Roy, Ind.	70	60	60
*Aylesworth, Ind.	65	55	55
Stone Bluff, Ind.	55	45	45
Veederburg, Ind.	50	40	40
*Long Siding, Ind.	50	40	40
Yeddo, Ind.	50	40	40
Kingman, Ind.	50	40	40
Tangier, Ind.	50	40	40
West Union, Ind.	50	40	40
*West Melcher, Ind.	..	..	30

*No agent—prepay.

Note 1—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Weights.

All Coal forwarded at rates named herein is subject to weights shown in Coal Tariff No. 252, C. T. M., I. C. C. No. 104, supplements thereto, or subsequent issues.

On Coal originally consigned and delivered to private sidings in Chicago connecting with C. & E. I. rails north of Oakdale, the rate will be $1.00 per car less than the above.

This tariff bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37400."

Also a rubber stamp reading as follows:

"Cancelled by (in pencil) C. T. 283-A, Effective (in pencil) 5-23-05."

Supplement No. 1 to I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 1 to Coal Tariff No. 283.

Local Tariff on Soft Coal, Carloads, From Mines on Chicago & Eastern Illinois R. R.

Rates in Dollars and Cents per Ton of 2,000 Pounds.

A—Brazil, Diamond, Ind. Note 1.
A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Burnett, Ehrmandale, Clinton, Lyford, Atherton, Ind., Note 2.
C—Grape Creek, Westville, Missionfield, Fairmount, Ind., Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM			
To—	A	B	C	D
Block, Ill.	80	70	67	100
Bongard, Ill.	80	70	67	100
Bryce, Ill.	80	70	67	100
Ellis, Ill.	80	70	67	100
*Glover, Ill.	80	70	67	100
*Hawks, Ill.	80	70	67	100

*I. C. R. R. Crossing, Ill.	80	70	67	100
*L. E. & W. Crossing, Ill.	80	70	67	100
Reilly, Ill.	80	70	67	100
Royal, Ill.	80	70	67	100
Tipton, Ill.	80	70	67	100

Supplement No. 2 to I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 2 to Coal Tariff No. 283.

Supplement to Coal Tariff applying on Soft Coal, Carloads from Mines on C. & E. I. R. R. to Local Stations.

Amend above described tariff as follows: From Mecca, Ind., to Hoopeston and Watseka, Ill. 80 Cents Per Ton of 2000 lbs.

Issued August 6th, 1904. Taking effect August 11th, 1904.

Authority R-19.

H. H. Rhodes,
Coal Traffic Manager, Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Cancelled by (in pencil) C. T. 283-A, Effective (in pencil) 5-23-05."

*Wabash Crossing, Ill.

*Woodland Jct., Ill.

*No agent—prepay.

Issued July 23rd, 1904. Effective July 28th, 1904.

R-19.

H. H. Rhodes,
Coal Traffic Manager, Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37558."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 3, Effective 8-30-04."

04."

Supplement No. 3, Canceling Supplement No. 1 to I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 3 Canceling Supplement No. 1
Supplements Nos. 2 and 3, in effect to
Coal Tariff No. 283.
Local Tariff on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois Railroad.

Rates in Dollars and Cents Per Ton of 2,000 Pounds

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Burnett, Ehrmandale, Clinton and Atherton. Ind., Note 2.
C—Grape Creek, Westville, Mission Field, Fairmount, Ind., Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM			
To—	A	B	C	D
Block, Ill.	80	70	67	100
Bongard, Ill.	80	70	67	100
Bryce, Ill.	80	70	67	100
Ellis, Ill.	80	70	67	100
*Glover, Ill.	80	70	67	100
*Hawks, Ill.	80	70	67	100
*I. C. R. R. Crossing, Ill.	80	70	67	100
*L. E. & W. Crossing, Ill.	80	70	67	100
Reilly, Ill.	80	70	67	100
Royal, Ill.	80	70	67	100
Tipton, Ill.	80	70	67	100
*Wabash Crossing, Ill.	80	70	67	100
*Woodland Crossing, Ill.	80	70	67	100
*Findley Jct., Ill.	80	..	55	85
Westervelt, Ill.	80	..	55	85
Henton, Ill.	80	..	55	85
Dollville, Ill.	80	..	55	85
Pana, Ill.	80	..	55	85

*No agent—prepay.

Issued August 25th, 1904. Effective August 30th, 1904.

Authy. R-19.

H. H. Rhodes,
Coal Traffic Manager, Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37[illegible]."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 4, Effective (in pencil) 2-16-05."

Supplement No. 4, Canceling Supplement No. 3 to I, C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 4, Canceling Supplement No. 3.
Supplements Nos. 2 and 4, in effect to Coal Tariff No. 283.

Local Tariff on Soft Coal, Carloads, From Mines on Chicago & Eastern Illinois Railroad.

Rates in Dollars and Cents Per Ton of 2,000 *Pounds*

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Burnett, Ehrmandale, Clinton, Atherton, Ind., Note 2.
C—Grape Creek, Westville, Mission Field, Fairmount, Ind., Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

To—	FROM A	B	C	D
Block, Ill.	80	70	67	100
Bongard, Ill.	80	70	67	100
Bryce, Ill.	80	70	67	100
Ellis, Ill.	80	70	67	100
Glover, Ill.	.80	.70	.67	1.00
*Hawks, Ill.	80	70	67	100
*I. C. R. R. Crossing, Ill.	80	70	67	100
*L. E. & W. Crossing, Ill.	80	70	67	100
Reilly, Ill.	80	70	67	100

Royal, Ill.	80	70	67	100
Tipton, Ill.	80	70	67	100
*Wabash Crossing, Ill.	80	70	67	100
*Woodland Crossing, Ill.	80	70	67	100
*Findley Jct., Ill.	80	..	55	65
Westervelt, Ill.	80	..	55	65
Henton, Ill.	80	..	55	65
Dollville, Ill.	80	..	55	65
Pana, Ill.	80	..	55	65

*No agent—prepay.

Add the following to page 2 of tariff:

Mt. Vernon—The switching charges of the Louisville & Nashville R. R. will be absorbed.

Issued February 11, 1905. Effective February 16, 1905.

Authy. R-19.

H. H. Rhodes,
Coal Traffic Manager, Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37558."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Supp. 5, Effective (in pencil) 3-20-05."

Supplement No. 5, Canceling Supplement No. 4 to I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 5 Canceling Supplement No. 4.

Supplements Nos. 2 and 5 in effect to Coal Tariff No. 283.

Local Tariff on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois Railroad.

Issued March 15, 1905. Effective March 20, 1905.

Rates in Dollars and Cents Per Ton of 2,000 Pounds.

A—Brazil, Dalmond, McIntosh, Ind., Note 1.
B—Burnett, Ehrmandale, Clinton, Atherton, Ind., Note 2.
C—Grape Creek, Westville, Mission Field, Fairmount, Ind., Note 2.
D—Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM			
To—	A	B	C	D
Block, Ill.	80	70	67	100
Bongard, Ill.	80	70	67	100
Bryce, Ill.	80	70	67	100
Ellis, Ill.	80	70	67	100
Glover, Ill.	80	70	67	100
*Hawks, Ill.	80	70	67	100
*I. C. R. R. Crossing, Ill.	80	70	67	100
*L. E. & W. Crossing, Ill.	80	70	67	100
Reilly, Ill.	80	70	67	100
Royal, Ill.	80	70	67	100
Tipton, Ill.	80	70	67	100
*Wabash Crossing, Ill.	80	70	67	100
*Woodland Jct., Ill.	80	70	67	100
*Findley Jct., Ill.	80	..	55	85
Westervelt, Ill.	80	..	55	85
Henton, Ill.	80	..	55	85
Dollville, Ill.	80	..	55	85
Pana, Ill.	80	..	55	85
Mt. Vernon, Ill.	..	..	..	40

*No agent; prepay.

Add the following to page 2 of tariff:

Mt. Vernon—The switching charges of the Louisville & Nashville R. R. will be absorbed.

H. H. Rhodes, Coal Traffic Mgr., Chicago, Ill.

Authy. R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37558."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) C. T. 283-A. Effective (in pencil) 5-23-05."

Supplement No. 6 to I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Traffic Department.

Supplement No. 6 to Coal Tariff No. 283.

Local Tariff on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois Railroad, to Stations on Chicago & Eastern Illinois Railroad.

Refer to title page of above described issue, and cancel expiration notice.

Rates named will continue in effect until March 31, 1906, unless sooner abrogated.

Issued March 24, 1905. Effective March 29, 1905.

H. H. Rhodes, Coal Traffic Manager,
Authy. R-19. Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37400."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) C. T. 283-A. Effective (in pencil) 5-23-05."

Claimants' Exhibit No. 67.

I. C. C., C. T. M. No. 159, Canceling I. C. C., C. T. M. No. 111.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD.

Coal Tariff No. 283-A, Canceling Coal Tariff No. 283.

Local Tariff on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois Railroad to Stations on Chicago & Eastern Illinois Railroad.

Issued May 18, 1905. Effective May 23, 1905. Expires March 31, 1906, unless sooner abrogated.

H. H. Rhodes, Coal Traffic Manager,
Chicago, Ill.

Authority R-19.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 37400."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5, '06."

The following rules will govern the absorption of switching charges of foreign roads on coal at junction points on the Chicago & Eastern Illinois Railroad:

Chicago: a. The rates named herein to Chicago include the delivery of coal to all railroads entering Chicago, but do not include any portion of such roads' local switching, except as specified in section b.

b. The actual switching charges of the following named roads, but not exceeding $3.00 per car, will be absorbed; this absorption to be made through claim, supported by original switching bills of such roads.

Chicago & Alton Railroad.
Grand Trunk Railway System.
Illinois Northern Railway.
Lake Shore & Michigan Southern Railway.
Michigan Central Railroad.
Pittsburg, Fort Wayne & Chicago Railway.
Pullman Railroad.
Wabash Railroad.

The switching charges of the railroads connecting with the Chicago & Eastern Illinois Railroad south of Chicago will not be absorbed, except as hereinafter specified.

Not to exceed $3.00 per car will be absorbed of the Erie Railroad switching charges, on coal consigned to consignees on Erie Railroad tracks at Hammond, Ind., providing all such shipments are billed through via Dolton Jct., Ill., and Chicago Terminal Transfer Railroad care Erie Railroad, Hammond, Ind. Consignors should plainly show such routing on their mine manifests and reconsignment orders.

Dolton Junction—Not to exceed $3.00 per car will

be absorbed of the combined switching charge made by the Chicago Terminal Transfer Railroad and Chicago, West Pullman & Southern Railway for handling coal from Dolton Junction to West Pullman, Ill.

Chicago Heights—The switching charges of the Chicago Heights Terminal Transfer Company, Elgin, Joliet & Eastern Railway and Michigan Central Railroad will be absorbed.

Momence — The switching charge of the Indiana, Illinois & Iowa Railroad will be absorbed.

St. Anne—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Watseka—The switching charge of the Toledo, Peoria & Western Railway will be absorbed on block coal. The Toledo, Peoria & Western Railway will not switch bituminous coal.

Tuscola—The switching charge of the Cincinnati, Indianapolis & Western Railway will be absorbed.

Arthur—The switching charge of the Vandalia Railroad will be absorbed.

Sullivan—The switching charge of the Illinois Central Railroad and Wabash Railroad will be absorbed.

Shelbyville—The switching charge of the Cleveland, Cincinnati, Chicago & St. Louis Railway will be absorbed.

Attica, Ind.—Not exceeding $2.00 per car of the Wabash Railroad switching charge will be absorbed.

Altamont, Ill.—The switching charge of the Baltimore & Ohio Southwestern Railroad and Vandalia Railroad will be absorbed.

Mt. Vernon, Ill.—The switching charges of the Louisville & Nashville Railroad, Southern Railway and Wabash, Chester & Western Railroad will be absorbed.

Rates in Dollars and Cents per Ton of 2,000 Pounds.

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Coal Bluff, Ind. Note 2.
C—Burnett, Ehrmandale, Ind. Note 2.
D—Clinton, Atherton. Ind. Note 2.
E—Rosedale, Coxville, Mecca, Ind. Note 2.
F—Grape Creek, Westville, Ill. Note 2.
G—Mission Field, Fairmount, Ill. Note 2.
D—Benton West Frankfort, Johnston City, Marion Spillerton, Ill. Note 2.

	FROM							
To—	A	B	C	D	E	F	G	H
Chicago, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Englewood, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Auburn Pk., Ill.	.80	.70	.70	.70	.70	.67	.67	$1
*Euclid Pk., Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Fernwood, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Roseland, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Kensington, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Dolton, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
S. Holland, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Thornton J., Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Thornton, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Glenwood, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Chicago Ht., Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Steger, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Crete, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Goodenow, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Beecher, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Sollitt, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Grant, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Momence, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
*Koster, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
St. Anne, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Papineau, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Martinton, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Pittwood, Ill.	.80	.70	.70	.70	.70	.67	.67	$1
Watseka, Ill.	.80	.....	.70	.70	.80	.67	.67	$1
Woodland, Ill.	.80	.....	.70	.70	.80	.67	.67	$1
*Woodla'd J.,Ill.	.80	.....	.70	.70	.....	.67	.67	$1

Bryce, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*Hawks, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*L. E. & W. R. R. Crossing, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Reilly, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Ellis, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*I. C. R. R. Crossing, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Royal, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Glover, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Tipton, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*Wabash R. R. Crossing, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Block, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Bongard, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Milford, Ill.	.80	.....	.70	.70	.80	.67	.67	$1
*Stockland, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*Dawson Pk., Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Freeland, Ind.	.80	--	.70	.70	--	.67	.67	$1
*Cissna Jct., Ill.	.80	.....	.70	.70	.....	.67	.67	$1
*Hickman, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Goodwine, Ill.	.80	.....	.70	.70	.....	.67	.67	$1

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Dollars and Cents per Ton of 2,000 Pounds.

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Coal Bluff, Ind. Note 2.
C—Burnett, Ehrmandale, Ind. Note 2.
D—Clinton, Atherton, Ind. Note 2.
E—Rosedale, Coxville, Mecca, Ind. Note 2.
F—Grape Creek, Westville, Ill. Note 2.
G—Mission Field, Fairmount, Ill. Note 2.
H—Benton, West Frankfort, Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM							
To—	A	B	C	D	E	F	G	H
Clayton, Ill.	.80	.....	.70	.70	.....	.67	.67	$1
Cissna Pk., Ill.	.80	.....	.70	.70	.....	.67	.67	$1

Wellington, Ill.	.80	.....	.70	.70	.80	.67	.67	$1
Hoopeston, Ill.	.80	.....	.70	.70	.80	.67	.67	$1
Rossville, Ill.	.75	.....	.65	.65	.80	.60	.60	$1
Rossville J., Ill.	.75	.....	.65	.65	.80	.60	.60	$1
Pence, Ind.	.80	.....	.70	.70	.....	.67	.67	$1
*Finney, Ind.	.80	.....	.70	.70	.....	.67	.67	$1
Judyville, Ind.	.80	.....	.70	.70	.....	.67	.67	$1

Rates in Dollars and Cents Per Ton of 2,000 Pounds.

A—Brazil, Daimond, McIntosh, Ind., Note 1.
B—Burnette, Ehrmandale, Ind. Note 2.
C—Clinton Atherton, Ind. Note 2.
D—Grape Creek, Westville, Ill. Note 2.
E—Mission Field, Fairmount, Ill. Note 2.
F—Benton, West Frankfort, Johnston City, Marion, Spillertown, Ill. Note 2.

	FROM					
To—	A	B	C	D	E	F
Alvan, Ill.	.75	.60	.60	.55	.55	1.00
Bismark, Ill.	.70	.60	.55	.50	.....	1.00
West Newell, Ill.	.65	.60	.55	.45	.....	1.00
Danville, Ill.	.60	.55	.50	.35	.....	.55
*Soldiers' Home, Ill.	.60	.55	.50	.35	.....	.55
*Brewer, Ill.	.60	.50	.45	.....	.....	.....
Rileysburg, Ind.	.60	.50	.45	.....	.....	.....
*Gessie, Ind.	.60	.50	.45	.....	.....	.....
Perryville, Ind.	.60	.50	.45	.....	.....	.....
*Dickason, Ind.	.60	.50	.45	.....	.....	.....
Cayuga, Ind.	.60	.45	.40	.....	.....	.....
Newport, Ind.	.60	.45	.40	.....	.....	.....
*Dorner, Ind.	.60	.45	.40	.....	.....	.....
*Worthy, Ind.	.60	.45	.40	.....	.....	.....
*Mt. Silica, Ind.	.60	.45	.40	.....	.....	.....
West Montezuma, Ind.	.55	.40	.35	.....	.....	.....
Hillsdale, Ind.	.55	.40	.35	.....	.....	.....
*Summit Grove, Ind. . .	.55	.40	.35	.....	.....	.....
Atherton, Ind.	.30	.30	.30	.....	.....	.....
Otter Creek Jct., Ind.	.30	.30	.30	.....	.....	.....
*Ellsworth, Ind.	.30	.30	.30	.....	.....	.....
Terre Haute, Ind.	.30	.30	.30	.....	.....	.....
Henning, Ill.	.80	.....	.....	.55	.50	1.00

Jamesburg, Ill.	.80	.....	.....	.55	.50	1.00
Collison, Ill.	.80	.....	.....	.55	.40	1.00
Brothers, Ill.	.80	.....	.....	.55	.30	1.00
Jamaica, Ill.	.80	.....	.....	.55	.40	.95

Rates in Dollars and Cents Per Ton of 2,000 *Pounds.*

A—Brazil, Diamond, McIntosh, Ind. Note 1.
B—Grape Creek, Westville, Ill. Note 2.
C—Mission Field, Fairmount Ill. Note 2.
D—Benton, West Frankfort, Johnston City, Marion, Spillertown Ill. Note 2.

	FROM			
To—	A	B	C	D
Grape Creek, Ill.	.70	..	..	.95
Westville, Ill.	.70	..	..	.95
*Riola, Ill.	.75	.35	..	.95
Indianola, Ill.	.75	.40	.40	.95
Sidell, Ill.	.75	.45	.45	.95
*Hastings, Ill.	.80	.55	.55	.95
Allerton, Ill.	.80	.55	.55	.95
Broadlands, Ill,	.80	.55	.55	.95
Longview, Ill.	.80	.55	.55	.95
Fairland, Ill.	.80	.55	.55	.95
Villa Grove, Ill.	.80	.55	.55	.95
West Ridge, Ill.	.80	.55	.55	.95
Tuscola, Ill.	.80	.55	.55	.85
*Craigs, Ill	.80	.55	.55	.85
Bourbon, Ill.	.80	.55	.55	.85
Arthur, Ill.	.80	.55	.55	.85
Cadwell, Ill.	.80	.55	.55	.85
*Chipps, Ill.	.80	.55	.55	.85
Sullivan, Ill.	.80	.55	.55	.85
*Kirksville, Ill.	.80	.55	.55	.85
*Okaw, Ill.	.80	.55	.55	.85
Findley, Ill.	.80	.55	.55	.85
*Findley Jct., Ill.	.80	.55	.55	.85
Westervelt, Ill.	.80	.55	.55	.85
Henton, Ill.	.80	.55	.55	.85
Dollville, Ill.	.90	.55	.55	.75
Pana, Ill.	.90	.55	.55	.75
*Duval, Ill.	.90	.55	.55	.75

Shelbyville, Ill.	.90	.55	.55	.75
*Baxter, Ill.	..	..	..	.75
Clarksburg, Ill.	..	..	..	.75
Mode, Ill.	..	..	..	.75
Holland, Ill.	..	..	..	.75
Moccasin, Ill.	..	..	..	.75
Altamont, Ill.	..	..	..	.65
St. Elmo, Ill.	..	..	..	65
St. James, Ill.	..	..	..	.65
St. Peter, Ill.	..	..	..	.65
Loogootee, Ill.	..	..	..	.65
Kinmundy, Ill.	..	..	..	.65
Brubaker, Ill.	..	..	..	.65
Salem, Ill.	..	..	..	.55
Carter, Ill.	..	..	..	.55
Kell, Ill.	..	..	..	.55
Texico, Ill.	..	..	..	.55
Mt. Vernon, Ill.	..	..	..	.40
Bonnie, Ill.	..	..	..	.40
Ina, Ill.	..	..	..	.40

*No agent; prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Rates in Dollars and Cents Per Ton of 2,000 *Pounds.*

From Benton, West Frankfort, Johnston City, Marion, Spillertown, Ill., (Note 2), to—

Whittington, Ill.	.40
Benton, Ill.	.40
Benton, Ill.	..
West Frankfort, Ill.	..
Johnston City, Ill	..
*Spillertown, Ill.	..
Marion, Ill.	..
*Hudgens, Ill.	.35
Goreville, Ill.	.40
Buncombe, Ill.	.50

West Vienna, Ill.	.50
Cypress, Ill.	.50
*Joppa Jct., Ill.	.55
Perks, Ill.	.55
*Ullin, Ill.	.55
Tamms, Ill.	.55
Olive Branch, Ill.	.55
*Santa Fe, Ill.	.55
Thebes, Ill.	.55
Rago, Ill.	.55
Oaktown, Ill.	.55
*Boaz, Ill.	.55
Joppa, Ill.	.60

A—Brazil, Diamond, McIntosh, Ind. Note 1.
B—Coal Bluff, Ind. Note 2.
C—Rosedale, Coxville, Mecca, Ind. Note 2.

	FROM		
To—	A	B	C
La Crosse, Ind	.80	.70	.70
Wilders, Ind	.80	.70	.70
*Burks, Ind	.80	.70	.70
Dunns, Ill	.80	.70	.70
Wheatfield, Ill	.80	.70	.70
Zadoc, Ind.	.80	.70	.70
Kniman, Ind.	.80	.70	.70
*Virgie, Ind	.80	.70	.70
*Moffitt's, Ind.	.80	.70	.70
Fair Oaks, Ind	.80	.70	.70
Mount Ayr, Ind	.80	.70	.70
*Julian, Ind	.80	.70	.70
Foresman, Ind	.80	.70	.70
*Percy Jct., Ind	.80	.70	.70
*Hopkins, Ill	.80	.70	.70
*Pogue, Ill	.80	.70	.70
Morocco, Ill.	.80	.70	.70
Brook, Ill.	.80	.70	.70
Goodland, Ill	.80	.70	.70
Wadena, Ind.	.80	.70	.70
Lochiel, Ind	.80	.70	.70

Barce, Ind.	.80	.70	.70
Swanington, Ind.	.80	.70	.70
Oxford, Ind.	.75	.65	.65
Pine Village, Ind.	.75	.65	.65
Winthrop, Ind.	.75	.65	.65
*Kickapoo, Ind.	.75	.65	.65
*Independence, Ind.	.75	.65	.65
Attica, Ind.	.70	.60	.60
*Rob Roy, Ind.	.70	.60	.60
*Aylesworth, Ind.	.65	.55	.55
Stone Bluff, Ind.	.55	.45	.45
Veedersburg, Ind.	.50	.40	.40
*Long Siding, Ind.	.50	.40	.40
Yeddo, Ind.	.50	.40	.40
Kingman, Ind.	.50	.40	.40
Tangier, Ind.	.50	.40	.40
West Union, Ind.	.50	.40	.50
*West Melcher, Ind.	----	----	.30

*No agent—prepay.

Note 1.—Applicable on Block Coal and Mine Run, also Block Slack and Block Screenings.

Note 2.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

Weights.

All coal forwarded at rates named herein is subject to weights shown in Coal Tariff No. 252, A. C. T. M., I. C. C. No. 148, supplements thereto, or subsequent issues.

On coal originally consigned and delivered to private sidings in Chicago connecting with C. & E. I. rails north of Euclid Park, the rate will be $1.00 per car less than the above.

Supplement No. 1 to I. C. C., C. T. M. No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 1 to Coal Tariff No. 283-A, Local Tariff on Soft Coal, Carloads.

Issued May 24, 1905. Effective May 29, 1905.

Amend above described issue as follows:

From Atherton, and Clinton, Ind., to—	Rate in Cents per Ton of 2,000 lbs.
*Riola, Ill.	40
Indianola, Ill.	45
Sidell, Ill.	50
*Hastings, Ill.	60
Allerton, Ill.	60
Broadlands, Ill.	60
Longview, Ill.	60
Villa Grove, Ill.	60
West Ridge, Ill.	60
Tuscola, Ill.	60
*Craigs, Ill.	60
Bourbon, Ill.	60
Arthur, Ill.	60
Cadwell, Ill.	60
*Chippso, Ill.	60
Sullivan, Ill.	60

*No agent—prepay.

Authy. R-19.

H. H. Rhodes, Coal Traffic Manager,
Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 38097."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) Sup. 2. Effective (in pencil) 5-29-05."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5, '06."

Supplement No. 2, Canceling Supplement No. 1 to I. C. C., C. T. M. No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 2, Canceling Supplement No. 1 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads.

Issued June 6, 1905. Effective May 29, 1905.

Amend above described issue as follows:

From Atherton, Ind., Clinton, Ind., to—	Rate in Cents per Ton of 2,000 lbs.
*Riola, Ill	40
Indianola, Ill	45
Sidell, Ill	50
*Hastings, Ill	60
Allerton, Ill	60
Broadlands, Ill	60
Longview, Ill	60
Villa Grove, Ill	60
West Ridge, Ill	60
Tuscola, Ill	60
*Craigs, Ill	60
Bourbon, Ill	60
Arthur, Ill	60
Cadwell, Ill	60
*Chipps, Ill	60
Sullivan, Ill	60

*No agent—prepay.

Authy. R-19.

H. H. Rhodes, Coal Traffic Manager,
Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. 38097."

Also a rubber stamp reading as follows:

"Canceled by J. T. 498. Effective (in pencil) May 5, '06."

Supplement No. 3 to I. C. C., C. T. M. No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 3 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads, Effective June 23, 1905, Amend above described tariff as follows:

From Benton, West Frankfort, Marion, Johnston City and Spillertown, Ill., to Stations, Chicago Heights to Chicago, Ill., inclusive, Nut, Pea, Slack and Screenings, only, (washed Coal Excepted), 95 cents per ton of 2,000 lbs.

R. J. Knickerbocker, Coal Traffic Dept.,
Authy. K-19. Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List No. (in pencil) 38140."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Supplement No. 4 to I. C. C., C. T. M., No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 4 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads, Effective September 13, 1905, amend above described tariff as follows:

From Livingston, Hillsboro and Witt, Ill., to Chicago, Ill., 75 cents per ton of 2,000 lbs.

Chicago, September 13th, 1905.

E. J. Knickerbocker, Coal Traffic Manager,
Authority K-701. Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Distribution List (in pencil) 38240."

Also a rubber stamp reading as follows:
"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Supplement No. 5 to I. C. C., C. T. M. No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 5 to Coal Tariff No. 283-A.

Coal Tariff on Soft Coal, Carloads, Effective December 19, 1905. Amend above described tariff as follows:

Rates in Cents Per Ton of 2,000 *Lbs.*

From Rosedale, Coxville and Mecca, Ind., (See Note.)
To Veedersburg, Ind., *Long Siding, Ind., Yeddo, Ind., Kingman, Ind., Tangier, Ind., and West Union, Ind. 35

*No agent; prepay.

Note.—Applicable on Bituminous Lump, Egg and Mine Run, also Bituminous Nut, Pea, Slack and Screenings.

E. J. Knickerbocker, Coal Traffic Manager,
Authy. K-701. Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:
"Distribution List (in pencil) No. 38352."
Also a rubber stamp reading as follows:
"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Supplement No. 6 to I. C. C., C. T. M. No. 159.

"FRISCO SYSTEM."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 6 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads, Effective January 10, 1906.

Amend above described issue as follows:

Rates in Cents Per Net Ton.

A—Brazil, Diamond, McIntosh, Ind.
B—Coal Bluff, Ind.
C—Rosedale, Coxville, Mecca, Ind.

	FROM		
To—	A	B	C
Attica, Ind.	60	50	50
*Rob Roy, Ind	60	50	50
*Aylesworth, Ind.	60	50	50

Chicago, January 5, 1906.
Authy. K-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Supplement No. 7 to I. C. C., C. T. M. No. 159.

"FRISCO."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 7 to Coal Tariff No. 283-A.
Local Tariff on Soft Coal, Carloads, Effective January 15, 1906.

Amend above described issue as follows:

Rate in Cents Per Net Ton.

From Mecca, Ind., to Brook, Ind. * 60

Block and Bituminous Coal, Carloads, to Brazil or Mecca, Ind.:

From Mines, distant 5 miles or less, 20 cents per net ton.

From Mines, distant 15 miles and over 5 miles, 25 cents per net ton.

From Mines, distant 30 miles and over 15 miles, 30 cents per net ton.

No foreign switching will be absorbed.

*Terminal rate only; will not apply to intermediate territory.

Chicago, January 15, 1906.

Authy. K-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Canceled by (in pencil) S. 8. Effective (in pencil)."

Also a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Supplement No. 8 Canceling Supplement No. 7 to I. C. C., C. T. M. No. 159.

"FRISCO."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 8 Canceling Supplement No. 7 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads, Effective January 30, 1906.

Amend above described issue as follows:

Rate in Cents Per Net Ton.

From Mecca, Ind., to Brook, Ind. .....* .60

Block and Bituminous Coal, Carloads, to Stations on C. & E. I. R. R. in Indiana where no other publications are in effect:

From Mines, distant 5 miles or less, 20 cents per net ton.

From Mines, distant 15 miles and over 5 miles, 25 cents per net ton.

From Mines, distant 30 miles and over 15 miles, 30 cents per net ton.

No foreign switching will be absorbed.

*Terminal rate only; will not apply to intermediate territory.

Chicago, January 30, 1906.

Authority K-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

Supplement No. 9 to I. C. C., C. T. M. No. 159.

"FRISCO."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 9 to Coal Tariff No. 283-A.

Local Tariff on Soft Coal, Carloads, Effective February 28th, 1906.

Amend above described issue as follows:

To Shelbyville, Ill.

All Bitumnious Coal named in tariff.

Rates in Cents Per Net Ton.

From—	
Livingston, Ill.	* 50
Pana, Ill.	% 49.7
Witt, Ill.	(- 49.7

*Steam Nut and Slack 49.8.

%Steam Nut 49.4, Slack 35.1.

(-Slack 35.1.

Authy. P-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

Supplement No. 10, Canceling Supplement No. 3 to I. C. C., C. T. M. No. 159.

"FRISCO."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 10 Canceling Supplement No. 3 to Coal Tariff No. 283-A.

Local Tariff Applying on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois R. R. to Stations on Chicago & Eastern Illinois Railroad.
Issued March 21, 1906. Effective March 31, 1906.

Refer to above described tariff, as amended, and note that same will continue in effect until April 30th, 1906, except that Supplemnt No. 3 is hereby canceled. On and after above date rate shown in tariff will govern.

Authy. K-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

Supplement No. 11 Canceling Supplement No. 10 to I. C. C., C. T. M. No. 159.

"FRISCO."

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

Coal Traffic Department.

Supplement No. 11 Canceling Supplement No. 10 to Coal Tariff No. 283-A.

Local Tariff Applying on Soft Coal, Carloads, from Mines on Chicago & Eastern Illinois R. R. to Stations on Chicago & Eastern Illinois R. R.
Issued April 26, 1906. Effective May 1, 1906.

Refer to above described tariff, as amended, and be advised that same will continue in effect until further notice.

Authy. K-701.

J. A. Middleton,
Frt. Traffic Manager,
St. Louis, Mo.

E. J. Knickerbocker,
Coal Traffic Manager,
Chicago, Ill.

This supplement bears on its face a rubber stamp reading as follows:

"Canceled by (in pencil) J. T. 498. Effective (in pencil) May 5-06."

Complainant's Exhibit No. 68.

ST. LOUIS COAL TRAFFIC ASSOCIATION.

Cleveland, Cincinnati, Chicago & St. Louis Railway.
The Wabash Railroad.
Baltimore & Ohio Southwestern Railway.
Louisville & Nashville Railroad.
Louisville, Evansville & St. Louis Consolidated Railroad.
Terre Haute & Indianapolis R. R. (Vandalia Line.)
Illinois Central Railroad Company.
Mobile & Ohio Railroad.
Toledo, St. Louis & Kansas City Railroad.
St. Louis, Peoria & Northern Railway.
St. Louis, Belleville & Southern Railway.

Coal Tariff No. 5, (Superseding and Canceling Coal Tariff No. 4), Naming Rates of Freight on Bituminous Coal from Mines in the State of Illinois, to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois.

Effective June 3rd, 1897.

E. F. Cost, G. F. A., C. C. C. & St. L. Ry., Cincinnati, Ohio.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.
L. L. Hyde, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati, Ohio.
S. B. Knight, G. F. A., The Wabash R. R., St. Louis, Mo.
P. W. Coyle, A. G. F. A., Wabash R. R., St. Louis, Mo.
Geo. F. Randolph, Coal Traf. Mgr., B. & O. S. W. Ry., Cincinnati, Ohio
W. W. Peabody, Jr., Coal Trf. Mgr., B. & O. S. W. Ry., Cincinnati, Ohio.
M. C. Markham, Asst. Trf. Mgr., I. C. R. R. Co., Chicago, Ill.
W. E. Keepers, G. F. A., I. C. R. R. Co., Chicago, Ill.
C. F. Parker, Gen'l Agent, I. C. R. R., St. Louis, Mo.
Geo. E. Lary, A. G. F. A., I. C. R. R. Co., St. Louis, Mo.

J. T. Poe, G. F. A., Mobile & Ohio Ry., St. Louis, Mo.
L. S. Graves, G. F. A., St. L. P. & N. Ry., St. Louis, Mo.
Y. Vandenberg, Trf. Mgr., L. & N. R. R., Louisville, Ky.
C. B. Compton, G. F. A., L. & N. R. R., Louisville, Ky.
Lee Howell, G. F. A., L. & N. R. R., Evansville, Ind.
W. S. McChesney, Jr., Supt. Terminals L. & N. R. R., St. Louis, Mo.
R. A. Campbell, G. F. A., L. E. & St. L. Conn. Ry., St. Louis, Mo.
N. W. Taylor, G. F. A., T. H. & I. Ry. (Van. Line), St. Louis, Mo.
T. J. Hudson, Trf. Mgr., I. C. R. R. Co., Chicago, Ill.
Wm. E. Guy, Pres. & Gen'l Mgr. St. L. P. & N. Ry., St. Louis, Mo
W. S. Weed, Frt. Traf. Mgr., T. St. L. & K. C. Ry., Toledo, Ohio
C. F. Parker, Gen'l Agent, St. L. B. & S. Ry., St. Louis, Mo.
Geo. E. Lary, A. G. F. A., St. L. B. & S. Ry., St. Louis, Mo.
J. M. Devyven, A. G. F. A., Mobile & Ohio Ry., St. Louis, Mo.
E. M. Ward, Joint Agent, St. Louis, Mo.

St. Louis, Mo., June 2nd, 1897. File 42.

List of Coal Mines, located on or near these lines, their respective distance from, and the agreed freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

C. C. C. & ST. LOUIS RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	46	25
Clyde	Hornsby	49	25
Litchfield C. Co.	Litchfield	56	25
Litchfield	Litchfield	56	25
Hillsboro C. Co.	Hillsboro	67	25
Pana Coal Co.	Pana	95	55
Pana	Pana	95	55

WABASH RAILROAD.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville			
No. 3 (m)	Edwardsville	19	25
Wonderly C. Co.	E'ville	20	25
Worden			
No. 12 (c)	Worden	30	25
Staunton			
No. 6 (c)	Staunton	35	25
Staunton			
No. 7 (c)	Staunton	35	25
Mt. Olive			
No 8 (c)	Mt Olive	41	25
Mt. Olive			
No 10 (c)	Mt. Olive	41	25
Mt. Olive			
No. 5 (m)	Mt. Olive	42	25
Litchfield, No. 1.	Litchfield	49	25
Taylorville C. C.	T'ville	82	50
Niantic	Niantic	122	70

List of Coal Mines located on or near these lines, their respective distance from, and the agreed freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

B. & O. S. W. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union	Furmans	11	25
Ruby	Furmans	11	25
Mentor	Alma	14	25
Alma	Alma	14	25
Taylor (O'Fallon)	Alma	16	25
Barrows	O'Fallon	17	25
Bennetts	O'Fallon	20	25
Trenton No. 2, (Trenton C. Co.)	Trenton	28	35
Trenton No. 1 (c)	Trenton	28	35

Breese West (c)	Breese	38	25
Breese East	Breese	38	25
Sandoval M. Co.	Sandoval	60	35
Odin City C. Co.	Odin	63	35
Salem	Salem	69	35

LOUISVILLE & NASHVILLE RAILROAD.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Knecht	Birkens	9	25
Dutch Hollow	Birkens	9	25
Reinecke No. 1	Birkens	10	25
Fournie (Summit)	Summit	11	25
L. & N.	Summit	11	25
Humboldt	Belleville	12	25
Branch No. 2	Belleville	12	25
Massie	Belleville	13	25
Reinecke No. 2	Belleville	13	25
Yoch (Highland)	Belleville	13	25
Glendale	Belleville	14	25
Turkey Hill	Rentchler	19	25
Rentchler	Rentchler	19	25
Enterprise	Rentchler	19	25
Mascoutah	Mascoutah	24	25
Okawville	Okawville	38	25
Nashville	Nashville	48	25
Brooklyn	Brooklyn	125	47½
Equality	Equality	128	47½
Lawler	Lawler	132	47½

List of Coal Mines located on or near these lines, their respective distances from, and the agreed freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

L. E. & ST. L. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson (Adams)	Phoenixville	9	25
Crown No. 1	Phoenixville	10	25

Avery	Harmony	11	25
Harmony (Crown No. 4)	Harmony	11	25
Oakland	Harmony	11	25
Gartside	Gartside	12	25
Oak Hill	Gartside	12	25
Schureman	Gartside	13	25
Rose Hill	Belleville	13	25
Taylor (West End)	Belleville	13	25
Kloes	Belleville	14	25
Pittsburg	Belleville	15	25
Green Mount	Belleville	15	25
Northwestern	(Belleville)	15	25
Muren Bros.	Belleville	17	25
Centralia	Centralia	62	32½

VANDALIA LINE.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	25
Abbey No. 3	Collinsville	11	25
Heintz Bluff	Collinsville	12	25
Lumaghi	Collinsville	12	25
Brookside	Troy	18	32½
Troy	Troy	18	32½
Somer (Smithboro)	Smithboro	53	32½

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4	Forst	9	25
Crown No. 5	Forst	9	25
Crown No. 6	Voellinger	11	25

List of Coal Mines located on or near this line, their respective distance from and the agreed freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

ILLINOIS CENTRAL RAILROAD.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
National	Belleville	15	25
Murphy	Belleville	16	25
Branch	Belleville	18	25
Enterprise No. 1	Belleville	13	25
Ebel	Belleville	13	25
Maul	Belleville	15	25
Walnut Valley	Belleville	16	25
Richland	Belleville	17	25
Wilderman	Belleville	18	25
St. Clair	Belleville	19	25
Randall	Freeburg	20	25
Freeburg	Freeburg	22	25
Lenzburg	Lenzburg	32	25
New Lenzburg	Lenzburg	34	25
Advance	Marissa	37	25
Marissa	Marissa	38	25
O. K. Mine	Marissa	39	25
White Oak	White Oak	40	25
Tilden	Tilden	41	25
Coulterville	Coulterville	47	25
Brown	Pinckneyville	61	25
Greenwood	DuQuoin	71	32½
Browning	DuQuoin	71	32½
Excelsior	DuQuoin	71	32½
Horn	DuQuoin	71	32½
Enterprise No. 2	DuQuoin	71	32½
Jupiter	DuQuoin	71	32½
Superior	DuQuoin	71	32½
Egyptian	DuQuoin	71	32½
St. Johns	DuQuoin	71	32½
Pope	DuQuoin	71	32½
Perry Co. Coal Co.	DuQuoin	71	32½
Sun	DuQuoin	71	32½
Gartside	Harrison	83	47½
Harrison	Harrison	83	47½
Garrison	Harrison	83	47½
Fredonia	Fredonia	95	47½

Scott-Wilson	Cartersville	96	47½
Dawes	Carterville	96	47½
Carterville	Carterville	97	47½
Crainville	Crainville	98	47½

List of Coal Mines located on or near these lines, their respective distance from, and the agreed freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

MOBILE & OHIO R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	25
Millstadt Union	Millstadt	20	25
Boyd Coal Co.	Sparta	53	25
Valley & Gulf Coal Co. (Eden)	Sparta	56	25
Rosborough	Rosborough	59	25
Randolph	Percy	63	25
Wm. Goalby & Sons	Percy	64	25
Maguire Coal Co. (Little Muddy)	Percy	65	25
Willis Coal Co.	Percy	66	25
Winning Coal Co.	Bryden	80	42½
Sato Coal Co.	Oraville	83	42½
Murphysboro Big Muddy Coal Co.	Oraville	83	42½
Gartside No. 4	Murphysboro	87	42½
Gartside No. 1	Murphysboro	89	42½

T., ST. L. & K. C. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 1	Glen Carbon	13	25
Glen Carbon No. 2	Glen Carbon	13	25
Glen Carbon No. 4	Glen Carbon	13	25
Edwardsville No. 3 (m)	Edw'sville	19	25
Mt. Olive No. 5 (m)	Mt.Olive	43	25
Sorrento	Sorrento	43	25
Coffeen	Coffeen	55	25

ST. LOUIS, PEORIA & NORTHERN RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 1....	Glen Carbon	13	25
Glen Carbon No. 2....	Glen Carbon	13	25
Glen Carbon No. 4...	Glen Carbon	13	25
Edwardsville No. 3 (m)..	Edw'sville	19	25
Mt. Olive No. 5 (m)....	Mt. Olive	43	25
Litchfield.....	Litchfield	50	25

Complainant's Exhibit No. 69.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railway.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railroad.
Illinois Central Railroad Company.
Louisville & Nashville Railroad.
Louisville, Evansville & St. Louis Consolidated Railroad.
Mobile & Ohio Railroad.
St. Louis, Peoria & Northern Railway.
St. Louis, Chicago & St. Paul Railway.
St. Louis, Belleville & Southern Railway.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad (Vandalia Line.)
Toledo, St. Louis & Kansas City Railroad.

Coal Tariff No. 6. (Superseding and Canceling Coal Tariff No. 5.) Naming Rates of Freight on Bituminous Coal from Mines in the State of Illinois to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.

Effective August 1st, 1898.

E. F. Cost, F. T. M., C. C. C. & St. L. Ry., Cincinnati, Ohio.
W. D. Holliday, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

L. L. Hyde, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati, Ohio.
S. B. Knight, G. F. A., The Wabash R. R., St. Louis, Missouri.
P. W. Coyle, A. G. F. A., Wabash R. R., St. Louis, Missouri.
S. T. McLaughlin, G. F. A., B. & O. S. W. Ry., Cincinnati, Ohio.
W. W. Peabody, Jr., A. G. F. A., B. & O. S. W. Ry., Cincinnati, Ohio.
Wm. E. Guy, Pres. & Gen. Mgr., St. L. P. & N. Ry., St. Louis, Mo.
Geo. B. Simpson, G. F. A., St. L. P. & N. Ry., St. Louis, Mo.
W. S. Weed, Frt. Traf. Mgr., T. St. L. & K. C. R. R., Toledo, Ohio.
Geo. E. Lary, A. G. F. A., I. C. R. R., A. G. F. A., St. L. B. & S. Ry., St. Louis, Mo.
J. T. Poe, G. F. A., Mobile & Ohio R. R., St. Louis, Missouri.
W. J. Scott, D. F. A. T., St. L. & K. C. R. R., St. Louis, Missouri.
J. M. Denyven, A. G. F. A., Mobile & Ohio R. R., St. Louis, Mo.
Y. Vanderberg, Traf. Mgr., L. & N. R. R., Louisville, Kentucky.
C. B. Compton, G. F. A., L. & N. R. R., Louisville, Kentucky.
Lee Howell, G. F. A., L. & N. R. R., Evansville, Ind.
W. S. McChesney, Jr., Supt. Terminals, L. & N. R. R., St. Louis, Mo.
R. A. Campbell, G. F. A., L. E. & St. L. Con. R. R. St. Louis, Mo.
N. W. Taylor, G. F. A., T. H. & I. R. R. (Van Line), St. Louis, Mo.
T. J. Hudson, Trf. Mgr., I. C. R. R., Chicago, Ill.
M. C. Markham, Ass't. Trf. Mgr., I. C. R. R., Chicago, Illinois.
W. E. Keepers, G. F. A., I. C. R. R., Chicago, Ill.
C. F. Parker, Gen'l. Agent, I. C. R. R., Gen'l Agent, St. L. E. & S. Ry., St. Louis, Mo.

Henry Gays, Gen'l. Mgr., C. P. & St. L. R. R., Gen'l. Mgr., St. L. C. & St. L. Ry., St. Louis, Mo.
W. M. Bushnell, G. F. A., C. P. & St. L. Ry., G. F. A., St. L. C. & St. P. Ry., St. Louis, Mo.
C. W. Galligan, A. G. F. A., C. P. & St. L. R. R. A. G. F. A., St. L. C. & St. P. Ry., St. Louis, Mo.

R. M. Fraser, Secretary,
Rooms 404, 405 and 406 Union Station,
St. Louis, Mo.

St. Louis, Mo., July 25th, 1898.
File 42.

List of coal mines located on or near these lines, their respective distance from and the freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.

C. C. C. & ST. L. RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	46	35
Clyde (c)	Hornsby	49	35
Litchfield Coal Co.	Litchfield	56	35
Litchfield	Litchfield	56	35
Hillsboro Coal Co.	Hillsboro	67	35
Montgomery Mine	Witt	77	40
Pana Coal Co.	Pana	95	65
Pana	Pana	95	65

WABASH RAILROAD.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3 (m)	Edwardsville	19	35
Wonderly Coal Co.	Edwardsville	20	35
Worden No. 12 (c)	Worden	30	35
Staunton No. 6 (c)	Staunton	35	35
Staunton No. 7	Staunton	35	35
Mt. Olive No. 8	Mt. Olive	41	35

Mt. Olive No. 10	Mt. Olive	41	35
Mt. Olive No. 5 (m)	Mt. Olive	42	35
Litchfield No. 1	Litchfield	49	35
Taylorville Coal Co	Taylorville	82	60
Niantic	Niantic	122	80

List of Coal Mines located on or near these lines, their respective distance from, and the agreed freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

B. & O. S. W. RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union	Furmans	11	35
Ruby	Furmans	11	35
Ridge Prairie	Alma	14	35
Alma (e)	Alma	14	35
Taylor (O'Fallon)	Alma	16	35
Darrow (O'F. C. Co. No. 1)	O'F'l'n	17	35
Bennetts	O'Fallon	20	35
Trenton No. 2 (Trenton C. Co.)	Trenton	28	40
Trenton No. 1 (c)	Trenton	28	40
Breese West (c)	Breese	38	35
Breese East	Breese	38	35
Sandoval Mining Co	Sandoval	60	42½
Odin City Coal Co	Odin	63	42½
Salem	Salem	69	42½
Pana	Pana (95)	159	65
Taylorville	Taylorville (95)	166	65

LOUISVILLE & NASHVILLE R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Knecht (c)	Birkens	9	35
Dutch Hollow	Birkens	9	35
Reinecke No. 1 (c)	Birkens	10	35
Fournie (Summit)	Summit	11	35

L. & N.	Summit	11	35
Humboldt	Belleville	12	35
Branch No. 2	Belleville	12	35
Massie	Belleville	13	35
Reinecke	Belleville	13	35
Yoch (Highland)	Belleville	13	35
Glendale	Belleville	14	35
Turkey Hill	Rentchler	19	35
Rentchler (M. & I. No. 3)	Rentchler	19	35
Enterprise	Rentchler	19	35
Mascoutah	Mascoutah	24	35
Okawville	Okawville	38	35
Nashville (c)	Nashville	48	35
Brooklyn	Brooklyn	125	57½
Equality	Equality	128	57½
Lawler	Lawler	132	57½

List of Coal Mines located on or near these lines, their respective distance from, and the Freight Rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

L. E. & ST. L. CON. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson (Adams)	Phoenixville	9	35
Crown No. 1	Phoenixville	10	35
Avery	Harmony	11	35
Harmony (Crown No. 2)	Harmony	11	35
Oakland	Harmony	11	35
Gartside (c)	Gartside	12	35
Oak Hill	Gartside	12	35
Schureman (c)	Gartside	13	35
Rose Hill	Belleville	13	35
Taylor (West End)	Belleville	13	35
Kloes	Belleville	14	35
Pittsburg (c)	Belleville	15	35
Green Mount (c)	Belleville	15	35
North Western (c)	Belleville	15	35
Muren Bros. No. 1	Belleville	17	35

Muren Bros. No. 2	New Baden	30	35
Germantown Coal Co.	Germantown	39	35
Centralia	Centralia	62	42½

T. H. & I. R. R. (VAN. LINE).

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4 (C)	Collinsville	11	35
Abbey No. 3 (C)	Collinsville	11	35
Heintz Bluff (C)	Collinsville	12	35
Lumaghi	Collinsville	12	35
Independence Coal Co.	Cantine	15	35
Brookside (C)	Troy	18	35
Troy (C)	Troy	18	35
Somer (Smithboro)	Smithboro	53	42½

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4	Forst	9	35
Crown No. 5	Forst	9	35
Crown No. 6	Voellinger	11	35

List of Coal Mines located on or near this line, their respective distance from, and the freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

ILLINOIS CENTRAL RAILROAD.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy.	Belleville	16	35
Branch.	Belleville	18	35
Ebel.	Belleville	13	35
Maul (D).	Belleville	15	35
Walnut Valley.	Belleville	16	35
Richland.	Belleville	17	35
Wilderman (M. & I. No. 1.)	Belleville	18	35

St. Clair (M. & I. No. 2)	Belleville	19	35
Randall	Freeburg	20	35
Freeburg	Freeburg	22	35
Dutch Hill	New Athens	30	35
New Lenzburg	Lenzburg	34	35
Advance	Marissa	37	35
Eureka	Marissa	38	35
Marissa (C)	Marissa	38	35
O. K. Line	Marissa	39	35
White Oak (C)	White Oak	40	35
Tilden	Tilden	41	35
Coulterville	Coulterville	47	35
Brown	Pickneyville	61	35
Greenwood	Du Quoin	71	42½
Browning	Du Quoin	71	42½
Excelsior	Du Quoin	71	42½
Horn	Du Quoin	71	42½
Enterprise	Du Quoin	71	42½
Jupiter	Du Quoin	71	42½
Superior	Du Quoin	71	42½
Egyptian	Du Quoin	71	42½
St. Johns	Du Quoin	71	42½
Pope	Du Quoin	71	42½
Perry Coal Co	Du Quoin	71	42½
Sun	Du Quoin	71	42½
Gartside	Harrison	83	52½
Harrison	Harrison	83	52½
Garrison	Harrison	83	52½
Scott-Wilson No. 2	Lauder	95	57½
Scott-Wilson No. 1	Carterville	96	57½
Dawes	Carterville	96	57½
Carterville	Carterville	97	57½
Crainville	Crainville	98	57½
Herrin	Herrin	106	57½

List of coal mines located on or near these lines, their respective distance from, and the freight rates applying to, East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.

MOBILE & OHIO R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	35
Millstadt Union.	Millstadt	20	35
Boyd Coal Co.	Sparta	53	35
Valley & Gulf Coal Co. (Eden)	Sparta	56	35
Rosborough.	Rosborough	59	35
Randolph.	Rosborough	63	35
Wm. Goalby & Sons.	Rosborough	64	35
Maguire Coal Co. (Little Muddy)	Rosborough	65	35
Willis Coal Co.	Rosborough	66	35
Mason Coal Co. (Winning.)	Bryden	80	52½
Sato Coal Co.	Oraville	83	52½
Murphysboro Big Muddy Coal Co.	Oraville	83	52½
Gartside No. 4	Murphysboro	87	52½
Gartside No. 1.	Murphysboro	89	52½

T., ST. L. & K. C. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3 (m)	Edwardsville	19	35
Sorrento.	Sorrento	43	35
Coffeen.	Coffeen	55	35

ST. LOUIS, PEORIA & NORTHERN RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 1 (m)	Glen Carbon	13	35

Glen Carbon No. 2 (m)			
.....	Glen Carbon	13	35
Glen Carbon No. 4 (m)			
.....	Glen Carbon	13	35
Mt. Olive.	Mt. Olive	43	35
Litchfield.	Litchfield	50	35
Capitol Coal Co. . .	Springfield	95	35

List of coal mines located on or near these lines, their respective distance from and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.

C., P. & ST. L. R. R.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Mt. Olive & Staunton Coal Co. . .			
....	Staunton.	88	35
Staunton No. 7 (C) . . .	Staunton	38	35
Litchfield Min. & Power Co. . .			
.....	Litchfield	50	35
Litchfield Min. & Mer. Co.....			
.....	Litchfield	50	35
Springfield Iron Co. .	Springfield	96	35
Springfield Coal Mining & Tile Co.	Springfield	96	35
Cantrall Co-Operative Coal Co.			
.....	Cantrall	102	35
Athens Coal Co.....	Athens	106	35
Wabash Coal Co.....	Athens	106	35

ST. LOUIS, CHICAGO & ST. PAUL RY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Citizens Mine No. 1. .	Springfield	96	35
Citizens Mine No. 2. .	Springfield	96	35

Complainant's Exhibit No. 70.

St. Louis Coal Traffic Bureau.
Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Co., of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Louisville, Evansville & St. Louis Consolidated R. R., (Geo. T. Jarvis, Receiver.)
Mobile & Ohio Railroad.
St. Louis, Belleville & Southern Railway.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad, (V. T. Malott, Receiver.)
Toledo, St. Louis & Kansas City Railroad, (Sam'l Hunt, Receiver.)

Information Circular No. 1. (Cancelling coal tariff No. 6, August 1, 1898.) Containing copies of the individual rates charged by the several roads, between the points named herein on bituminous coal from mines in the state of Illinois to East St. Louis, etc., Illinois. In effect January 4, 1900.

R. M. Fraser, Secretary,
Rooms 404-406, Union Station,
St. Louis, Mo.

St. Louis, Mo., February 7, 1900.
File 205.

C., C., C. & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie.	Gillespie	46	35
Clyde.	Hornsby	49	35

Litchfield Coal Co.. ...	Litchfield	56	35
Litchfield.	Litchfield	56	35
Hillsboro Coal Co. . . .	Hillsboro	67	35
Montgomery Mine.	Witt	77	40
Pana Coal Co.	Pana	95	65
Pana.	Pana	95	65

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	35
Home Trade Coal Co.	Edw'sville	19	35
Wonderly Coal Co..	Edwardsville	20	35
Worden No. 2.	Worden	30	35
Worden McD.	Worden	30	35
Staunton No. 6.	Staunton	35	35
Staunton No. 7.	Staunton	35	35
Mt. Olive and Staunton Coal Co. No. 1.	Staunton	35	35
Mt. Olive No. 8.	Mt. Olive	41	35
Mt. Olive No. 10.	Mt. Olive	41	35
Madison C. Co.	Mt. Olive	41	35
Litchfield No. 1.	Litchfield	49	35
Litchfield M. & P. Co..	Litchfield	49	35
Taylorville Coal Co. .	Taylorville	82	60
Niantic.	Niantic	122	86

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union.	Furmans	11	35
Ruby.	Furmans	11	35
Ridge Prairie.	Alma	14	35

Alma. . . . . Alma	14	35
Taylor. . . . . Alma	16	35
Darrow. . . . . O'Fallon	17	35
Bennetts. . . . . O'Fallon	20	35
Trenton South. . . . . Trenton	28	40
Trenton East. . . . . Trenton	28	40
Breese West. . . . . Breese	38	35
Breese East. . . . . Breese	38	35
Sandoval Coal & Mining Co. . . . . Sandoval	60	42½
Odin Coal Co. . . . . Odin	63	42½
Salem. . . . . Salem	69	42½
Pana. . . . . Pana (95)	159	65
Taylorville. . . . Taylorville (95)	166	65
Edinburg Coal Co. . . . Edinburg	184	65

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Knecht. . . . . Birkners		9	35
Summit. . . . . Summit		11	35
L. & N. . . . . Summit		11	35
Humbolt. . . . . Belleville		12	35
Branch No. 2. . . . . Belleville		12	35
Massie. . . . . Belleville		13	35
Reinecke No. 2. . . . . Belleville		13	35
Yoch (Highland). . . . . Belleville		13	35
Glendale. . . . . Belleville		14	35
Turkey Hill. . . . . Rentchler		19	35
Rentchler. . . . . Rentchler		19	35
Enterprise. . . . . Rentchler		19	35
Mascoutah. . . . . Mascoutah		24	35
Nashville. . . . . Nashville		48	35
Mt. Vernon. . . . . Mt. Vernon		79	52½
Brooklyn. . . . . Brooklyn		125	57½
Equality. . . . . Equality		128	57½

C., C., C. & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson	Phoenixville	9	35
Crown No. 1	Phoenixville	10	35
Avery	Harmony	11	35
Lenz Coal & Mining Co.	Harmony	11	35
Oakland	Harmony	11	35
Gartside	Gartside	12	35
Oak Hill	Gartside	12	35
Schureman	Gartside	13	35
Rose Hill	Belleville	13	35
Glendale No. 2	Belleville	13	35
Kloes	Belleville	14	35
Pittsburg	Belleville	15	35
Green Mount	Belleville	15	35
North Western	Belleville	15	35
Muren Bros. No. 1	Belleville	17	35
Muren Bros. No. 2	New Baden	30	35
Germantown Coal Co.	Germantown	39	35
Centralia	Centralia	62	42½
Mt. Vernon	Mt. Vernon	86	52½

T. H. & I. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	35
Abbey No. 3	Collinsville	11	35
Heintz Bluff	Collinsville	12	35
Lumaghi	Collinsville	12	35

Independence Coal Co...	Cantine	15	35
Brookside	Troy	18	35
Troy	Troy	18	35
Somer	Smithboro	53	35

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4	Ogles	9	35
Crown No. 5	———	..	..
Crown No. 6	———	..	..

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	35
Branch	Belleville	18	35
Maul	Belleville	15	35
Walnut Valley	Belleville	16	35
Richland	Belleville	17	35
Wilderman	Belleville	18	35
St. Clair	Belleville	19	35
Randall	Freeburg	20	35
Freeburg	Freeburg	22	35
Dutch Hill	New Athens	30	35
New Lenzburg	Lenzburg	34	35
Advance	Marissa	37	35
Eureka	Marissa	38	35
Marissa	Marissa	38	35
O. K. Line	Marissa	39	35
White Oak	White Oak	40	35
Tilden	Tilden	41	35
Coulterville	Coulterville	47	35

Brown.	Pinckneyville	61	35
Greenwood.	Du Quoin	71	42½
Horn.	Du Quoin	71	42½
Superior.	Du Quoin	71	42½
Egyptian.	Du Quoin	71	42½
Pope.	Du Quoin	71	42½
Perry Co. Coal Co.	Du Quoin	71	42½
Sun.	Du Quoin	71	42½
Gartside.	Harrison	83	52½
Harrison.	Harrison	83	52½
Garrison No. 5	Harrison	83	52½
Garrison No. 6	Harrison	83	52½
Scott-Wilson No. 1 . . .	Carterville	97	57½
Dawes	Carterville	99	57½
Carterville.	Carterville	99	57½
Scott-Wilson No. 2.	Lauder	100	57½
Dick's	Lauder	100	57½
Herrin's.	Herrin	105	57½
Glen Carbon No. 2.	Glen Carbon	13	35
Glen Carbon No. 4..	Glen Carbon	13	35
Mt. Olive No. 5.	Mt. Olive	43	35
Litchfield.	Litchfield	50	35
Divernon.	Divernon	91	35

MOBILE & OHIO R. R.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs In Cents.
Millstadt C. M. Co. . . .	Millstadt	20	35
Boyd Coal Co.	Sparta	53	35
Eden.	Sparta	56	35
Rosborough.	Rosborough	59	35
Randolph.	Percy	63	35
Goalby.	Percy	64	35
Little Muddy.	Percy	65	35
Willis Coal Co.	Percy	66	35
Dempster & Co.	Oraville	83	52½
Sato Coal Co.	Oraville	83	52½

Murphysboro Big Muddy Coal Co.	Oraville	83	52½
Gartside No. 4.	Oraville	87	52½
Gartside No. 1.	Oraville	89	52½

L., ST. L. & K. C. R. R.

List of Coal Mines, stations and freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	35
Sorrento.	Sorrento	43	35
Coffeen.	Coffeen	55	35
Fancher.	Fancher	95	52½

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Penny Coal Mining Co.	Edwardsville	18	35
Mt. Olive & Staunton Coal Co. No. 1	Staunton	38	35
Staunton No. 7	Staunton	38	35
Mt. Olive No. 10	Mt. Olive	38	35
Litchfield Mining & Power Co.	Litchfield	50	35
Republic Iron Co.	Springfield	96	40
The Adams Coal Co..	Springfield	96	40. .
Citizens Mine No. 1.	Springfield	96	40
Citizens Mine No. 2.	Springfield	96	40
Cantrall Co-Operative Coal Co.	Cantrall	103	40
Athens Coal Co.	Athens	106	40
Wabash Coal Co.	Athens	106	40
South Mountain Mining Co.	Petersburg	112	40

Complainant's Exhibit No. 71.

St. Louis Coal Traffic Bureau.

Baltimore & Ohio Southwestern Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railway.

Chicago, Peoria & St. Louis Railway Co., of Ill.

Illinois Central Railroad.

Louisville & Nashville Railroad.

Louisville, Evansville & St. Louis Consolidated Railroad. (Geo. T. Jarvis, Receiver.)

Mobile & Ohio Railroad.

St. Louis, Belleville & Southern Railway.

The Wabash Railroad.

Terre Haute & Indianapolis Railroad. (V. T. Malott, Receiver.)

Toledo, St. Louis & Kansas City Railroad. (Sam'l Hunt, Receiver.)

Information Circular No. 1. (Cancelling Coal Tariff No. 6, August 1, 1898.) Containing copies of the individual rates charged by the several roads, between the points named herein on bituminous coal from mines in the state of Illinois to East St. Louis, etc., Illinois, in effect January 4, 1900.

R. M. Fraser, Secretary,
Rooms 404-405, Union Station,
St. Louis, Mo.

St. Louis, Mo., February 7, 1900.
File 205.

C., C., C. & ST. L. RY.

List of coal mines, stations and freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie.	Gillespie	46	35
Clyde.	Hornsby	49	35
Litchfield Coal Co.	Litchfield	56	35

Litchfield.	Litchfield	56	35
Hillsboro Coal Co.	Hillsboro	67	35
Montgomery Mine.	Witt	77	40
Pana Coal Co.	Pana	95	65
Pana.	Pana	95	65

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville. . . .	Edwardsville	19	35
Home Trade Coal Co.	Edwardsville	19	35
Wonderly Coal Co. .	Edwardsville	20	35
Worden No. 12.	Worden	30	35
Worden McD.	Worden	30	35
Staunton No. 6.	Staunton	35	35
Staunton No. 7.	Staunton	35	35
Mt. Olive and Staunton Coal Co. No. 1.	Staunton	35	35
Mt. Olive No. 8.	Mt. Olive	41	35
Mt. Olive No. 10.	Mt. Olive	41	35
Madison Coal Co.	Mt. Olive	41	35
Litchfield No. 1.	Litchfield	49	35
Litchfield M. & P. Co. .	Litchfield	49	35
Taylorville Coal Co. .	Taylorville	82	60
Niantic.	Niantic	122	80

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union.	Furmans	11	35
Ruby.	Furmans	11	35
Ridge Prairie.	Alma	14	35

Alma.	Alma	14	35
Taylor.	Alma	16	35
Darrow.	O'Fallon	17	35
Bennetts	O'Fallon	20	35
Trenton, South.	Trenton	28	40
Trenton, East.	Trenton	28	40
Breese, West.	Breese	38	35
Breese, East.	Breese	38	35
Sandoval Coal & Mining Co...	Sandoval	60	42½
Odin Coal Co.	Odin	63	42½
Salem.	Salem	69	42½
Pana.	Pana (95)	159	65
Taylorville. . . .	Taylorville (95)	166	65
Edinburg Coal Co. . . .	Edinburg	184	65

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Knecht.	Birkens	9	35
Summit.	Summit	11	35
L. & N.	Belleville	11	35
Humboldt.	Belleville	12	35
Branch No. 2	Belleville	12	35
Massie.	Belleville	13	35
Reinecke No. 2.	Belleville	13	35
Yoch (Highland)	Belleville	13	35
Glendale.	Belleville	14	35
Turkey Hill.	Rentchler	19	35
Rentchler.	Rentchler	19	35
Enterprise.	Rentchler	19	35
Mascoutah.	Mascoutah	24	35
Nashville.	Nashville	48	35
Mt. Vernon.	Mt. Vernon	79	52½
Brooklyn.	Brooklyn	125	57½
Equality.	Equality	128	57½

L., E. & ST. L. CON. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson	Phoenixville	9	35
Crown No. 1	Phoenixville	10	35
Avery	Harmony	11	35
Lenz Coal & Mining Co.	Harmony	11	35
Oakland	Harmony	11	35
Gartside	Gartside	12	35
Oak Hill	Gartside	12	35
Schureman	Gartside	13	35
Rose Hill	Belleville	13	35
Glendale No. 2	Belleville	13	35
Kloes	Belleville	14	35
Pittsburg	Belleville	15	35
Green Mount	Belleville	15	35
North Western	Belleville	15	35
Muren Bros. No. 1	Belleville	17	35
Muren Bros. No. 2	New Baden	30	35
Germantown Coal Co.	Germantown	39	35
Centralia	Centralia	62	42½
Mt. Vernon	Mt. Vernon	86	52½

T. H. & I. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	35
Abbey No. 3	Collinsville	11	35
Heintz Bluff	Collinsville	12	35
Lumaghi	Collinsville	12	35
Independent Coal Co.	Cantine	15	35

Brookside	Troy	18	35
Troy	Troy	18	35
Somer	Smithboro	53	35

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4	Ogles	9	35
Crown No. 5	———	..	..
Crown No. 6	———	..	..

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	35
Branch	Belleville	18	35
Maul	Belleville	15	35
Walnut Valley	Belleville	16	35
Richland	Belleville	17	35
Wilderman	Belleville	18	35
St. Clair	Belleville	19	35
Randall	Freeburg	20	35
Freeburg	Freeburg	22	35
Dutch Hill	New Athens	30	35
New Lenzburg	Lenzburg	34	35
Advance	Marissa	37	35
Eureka	Marissa	38	35
Marissa	Marissa	38	35
O. K. Mine	Marissa	39	35
White Oak	White Oak	40	35
Tilden	Tilden	41	35
Coulterville	Coulterville	47	35
Brown	Pickneyville	61	35

Greenwood	Du Quoin	71	42½
Horn	Du Quoin	71	42½
Superior	Du Quoin	71	42½
Egyptian	Du Quoin	71	42½
Pope	Du Quoin	71	42½
Perry Co. Coal Co.	Du Quoin	71	42½
Sun	Du Quoin	71	42½
Gartside	Harrison	83	52½
Harrison	Harrison	83	52½
Garrison No. 5	Harrison	83	52½
Garrison No. 6	Harrison	83	52½
Scott-Wilson No. 1	Carterville	97	57½
Dawes	Carterville	99	57½
Carterville	Carterville	99	57½
Scott-Wilson No. 2	Lauder	100	57½
Dick's	Lauder	100	57½
Herrin	Herrin	105	57½
Glen Carbon No. 2	Glen Carbon	13	35
Glen Carbon No. 4	Glen Carbon	13	35
Mt. Olive No. 5	Mt. Olive	43	35
Litchfield	Litchfield	50	35
Diveron No. 6	Diveron	91	35

MOBILE & OHIO R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	35
Boyd Coal Co.	Sparta	53	35
Eden	Sparta	50	35
Rosborough	Rosborough	59	35
Randolph	Percy	63	35
Coalby	Percy	64	35
Little Muddy	Percy	65	35
Willis Coal Co.	Percy	66	35
Dempster & Co.	Oraville	83	52½
Sato Coal Co.	Oraville	83	52½

Murphysboro Big Muddy Coal Co.	Oraville	83	52½
Gartside No. 4	Murphysboro	87	52½
Gartside No. 1.	Murphysboro	89	52½

T., ST. L. & K. C. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	35
Sorrento.	Sorrento	43	35
Coffeen	Coffeen	55	35
Fancher.	Fancher	95	52½

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis, Madison and Granite City, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Penny Coal Mining Co.	Edwardsville	18	35
Mt. Olive & Staunton Coal Co. No. 1.	Staunton	38	35
Staunton No. 7.	Staunton	38	35
Mt. Olive No. 10	Mt. Olive	38	35
Litchfield Mining & Power Co.	Litchfield	50	35
Republic Iron Co.	Springfield	96	40
The Adams Coal Co.	Springfield	96	40
Citizens Mine No. 1.	Springfield	96	40
Citizens Mine No. 2.	Springfield	96	40
Cantrall Co-Operattive Co.	Cantrall	103	40
Athens Coal Co.	Athens	106	40
Wabash Coal Co.	Athens	106	40
South Mountain Mining Co.	Petersburg	112	40

This circular bears on his face a rubber stamp reading as follows:

"L. E. & St. L. R. R. I. C. C. No. 633."

Supplement No. 1 to L. E. & St. L. I. C. C. No. 633.

SOUTHERN RAILWAY COMPANY.

Freight Traffic Department.

Issued March 8th, 1901. Effective at once.

Special Rate on Bituminous Coal, Carloads, Minimum 15 Tons per Car from Germantown, New Baden, Belleville and Mines, as shown in Belleville District to East St. Louis, Ill., 15c per net ton.

Note—This rate applies only to Southern Ry. V. & C. tracks, East St. Louis. Any switching expense for outside deliveries to be in addition and borne by shippers or consignees.

R. A. Campbell, A. G. F. A.

St. Louis, Mo., March 8th, 1901.

Authority C-129.

I. C. C. No. C-39. Cancels L. E. & St. L. I. C. C. No. 633.

SOUTHERN RAILWAY COMPANY.

St. Louis-Louisville Lines, Freight Traffic Department.

Issued March 19th, 1901. Effective March 20th, 1901.

Special Tariff on Bituminous Coal, Carloads, Minimum 15 Tons per Car from Germantown, New Baden, Belleville, Ills., and Mines as shown in the Belleville District to E. St. Louis, Ill., 30c per net ton.

R. A. Campbell, A. G. F .A.

St. Louis, March 19th, 1901.

Supplement 1 to I. C. C. C. 30.

SOUTHERN RAILWAY COMPANY.

St. Louis-Louisville Lines, Freight Traffic Department.

Issued March 19th, 1901. Effective March 20th, 1901.

Special Tariff on Bituminous Coal, Carloads, Minimum 15 Tons per Car from New Baden, Germantown, and Belleville, and other mines in Belleville District to East St. Louis, Ill.

Only when consigned to M. R. & B. T. or Western Anthracite Coal Co., or recosigned to them after arrival in East St. Louis. 35c per net ton.

R. A. Campbell, A. G. F. A.

St. Louis, Mo., March 19th, 1901.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Co., of Ill.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
St. Louis, Troy & Eastern Railroad.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad. (V. T. Malott, Receiver.)
Toledo, St. Louis & Western Railroad.

INFORMATION CIRCULAR NO. 2.

(Cancelling Information Circular No. 1, Jan. 4, 1900.)

Containing copies of individual rates charged by the several roads, between the points named herein on bituminous coal, car loads, minimum weight as per individual issue of each road from mines in the state of Illinois to East St. Louis, etc., Illinois. In effect March 20, 1901.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, Mo., March 28, 1901.
File 205.

C., C., C., & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield Coal Co.	Litchfield	55	30
Litchfield	Litchfield	55	30
Hillsboro Coal Co.	Hillsboro	66	30
Montgomery Coal Co.	Paisley	76	30
Pana Coal Co.	Pana	95	60
Pana	Pana	95	60

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	30
Home Trade Coal Co.	Edwardsville	19	30
Wonderly Coal Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden, McD.	Worden	30	30
Staunton No. 6.	Staunton	35	30
Staunton No. 7.	Staunton	35	30
Mt. Olive and Staunton Coal Co. No. 1.	Staunton	35	30
Mt. Olive No. 8.	Mt. Olive	41	30
Mt. Olive No. 10.	Mt. Olive	41	30
Mt. Olive No. 5.	Mt. Olive	41	30
Litchfield No. 1.	Litchfield	49	30
Litchfield M. & P. Co.	Litchfield	49	30
Taylorville.	Taylorville	82	55
Niantic.	Niantic	122	75

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union	Furmans	11	30
Ruby	Furmans	11	30
Ridge Prairie	Alma	14	30
Alma	Alma	14	30
Taylor	Alma	16	30
Darrow	O'Fallon	17	30
Bennetts	O'Fallon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Sandoval Coal and Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville (95)	166	60
Edinburg Coal Co.	Edinburg	184	60

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City, and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal and Mining Co.	Birkners	9	30
Knecht	Birkners	9	30
Summit B. W. No. 2	Summit	11	30
Royal, B. W. No. 3	Summit	11	30
L. & N.	Summit	11	30
Humboldt	Belleville	12	30

Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Reinecke	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Turkey Hill	Rentchler	19	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	45
Brooklyn	Brooklyn	125	45
Equality	Equality	128	45

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES.)

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson, B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz Coal & Mining Co.	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1	Belleville	17	30
Muren Bros. No. 2	New Baden	30	30
Germantown Coal Co.	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	45

T. H. & I. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4.	Collinsville	11	30
Abbey No. 3.	Collinsville	11	30
Heintz Bluff.	Collinsville	12	30
Lumaghi.	Collinsville	12	30
Independence Coal Co. . .	Cantine	15	30
Brookside.	Troy	18	30
Troy..	Troy	18	30
Smithboro M. & M. Co..	Smithboro	53	30

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4.	Ogles	9	30
Crown No. 5.	———	..	..
Crown No. 6.	———	..	..

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy.	Belleville	16	30
Branch.	Belleville	18	30
Maul.	Belleville	15	30
Walnut Valley.	Belleville	16	30
Richland.	Belleville	17	30
Wilderman.	Belleville	18	30
St. Clair.	Belleville	19	30
Randall.	Freeburg	20	30
Freeburg.	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb.	New Athens	30	30
New Lenzburg.	Lenzburg	34	30

Advance	Marissa	38	30
Eureka	Marissa	38	30
Marissa	Marissa	38	30
Borden	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	42	30
Coulterville	Coulterville	47	30
Brown	Pinckneyville	61	30
Greenwood	Du Quoin	71	37½
Horn	Du Quion	71	37½
Superior	Du Quoin	71	37½
Egyptian	Du Quoin	71	37½
Jupiter	Du Quoin	71	37½
Pope	Du Quoin	71	37½
Perry Co. Coal Co.	Du Quoin	71	37½
Sun	Du Quoin	71	37½
Gartside	Harrison	83	47½
Harrison	Harrison	83	47½
Garrison No. 6	Harrison	83	47½
Scott-Wilson No. 1	Carterville	97	52½
Dawes	Carterville	99	52½
Carterville	Carterville	99	52½
Scott-Wilson No. 2	Lauder	100	52½
Dick's	Lauder	100	52½
Herrins	Herrin	105	52½
Sunny Side	Herrin	105	52½
Chicago & Carterville	Herrin	105	52½

ILLINOIS CENTRAL RAILROAD, CONTINUED.

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 2	Glen Carbon	13	30
Glen Carbon No. 4	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon	Divernon	91	30

MOBILE & OHIO R. R.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	30
Boyd Coal Co.	Sparta	53	30
Eden.	Sparta	56	30
Rosborough.	Rosborough	59	30
Randolph.	Percy	63	30
Goalby.	Percy	64	30
Little Muddy	Percy	65	30
Willis Coal Co.	Percy	66	30
Murphysboro Big Muddy Coal Co.	Oraville	83	47½
Gartside No. 4.	Murphysboro	87	47½
Gartside No. 1.	Murphysboro	89	47½

T., ST. L. & W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	30
Sorrento.	Sorrento	43	30
Coffeen.	Coffeen	55	30

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	29	30
Staunton Coal Co. No. 1.	Staunton	35	30

Staunton No. 7, (C. C. C.)	Staunton	35	30
Litchfield M. & P. Co. . .	Litchfield	50	30
Republic Iron & Steel Co.	Springfield	96	35
Jones and Adams Coal Co.	Springfield	96	35
Citizens Mine No. 1. .	Springfield	96	35
Citizens Mine No. 2. .	Springfield	96	35
Cantrall Co-Operatitve Coal Co.	Cantrall	103	35
Athens Coal Co.	Athens	106	35
Wabash Coal Co.	Athens	106	35
South Mountain Mining Co.	Petersburg	112	35

ST. LOUIS, TROY & EASTERN R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co., Mine No. 1.	Donkville	13	. .
Donk Bros. Coal & Coke Co., Mine No. 2.	Donkville	16	. .
Donk Bros. Coal & Coke Co., Mine No. 3.	Troy	19	. .

This circular bears on its face a rubber stamp reading as follows:

"Souhern Railway Company, I. C. C. No. C-44, St. Louis-Louisville, I. C. C. No. C-44. Cancels I. C. C. C-39."

In pencil: "Cancelled by I. C. C.-262. Supplement 1 to I. C. C. No. 44.

SOUTHERN RAILWAY COMPANY.

St. Louis-Louisville Lines, Freight Traffic Department. Issued March 19th, 1901. Effecttive March 20th, 1901.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum 15 Tons per Car from New Baden, Germantown and Belleville, and other mines in Belleville District to East St. Louis, Illinois.

Only when consigned to M. R. & B. T. or Western Arthracite Coal Co., or reconsigned to them after arrival in East St. Louis. 35c per net ton.

R. A. Campbell, A. G. F. A.

St. Louis, March 19th, 1901.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Co. of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railroad Co.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad Co. (V. T. Malott, Receiver.)

INFORMATION CIRCULAR NO. 3.

(Cancelling Information Circular No. 2, March 20, 1901.)

Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road from mines in the state of Illinois to East St. Louis, etc., Illinois.

In effect December 22, 1902.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, Mo., December 10, 1902.
File 205.

C., C., C., & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield Coal Co.	Litchfield	54	30
Litchfield	Litchfield	54	30
Hillsboro Coal Co.	Hillsboro	66	30
Montgomery Mine	Paisley	76	30
Pana Coal Co.	Pana	94	60
Pana	Pana	94	60

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	30
Home Trade Coal Co.	Edwardsville	19	30
Wonderly Coal Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden McD.	Worden	30	30
Staunton No. 6.	Staunton	35	30
Staunton No. 7.	Staunton	35	30
Mt. Olive and Staunton Coal Co., No. 1	Staunton	35	30
Mt. Olive No. 8.	Mt. Olive	41	30
Mt. Olive Coal Co., No. 10	Mt. Olive	41	30
Mt. Olive No. 5.	Mt. Olive	41	30
Litchfield No. 1.	Litchfield	49	30
Litchfield M. & P. Co.	Litchfield	49	30
Taylorville Coal Co.	Taylorville	82	55
Niantic	Niantic	122	75

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	30
Ridge Priarie	Carbon	14	30
Taylor	Carbon	16	30
O'Fallon No. 1	O'Fallon	16	30
Bennetts	Lebanon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	58	30
Sandoval Coal and Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville (95)	166	60
Edinburg Coal Co.	Edinburg	184	60

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal & Mining Co.	Birkners	9	30
Knecht	Birkners	9	30
Summit, B. W. No. 2	Summit	11	30
Royal, B. W. No. 3	Summit	11	30
L. & N.	Summit	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30

Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	40
Brooklyn	Brooklyn	125	40
Equality	Equality	128	40
East Side Mine	Equality	128	40

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson, B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz Coal & Mining Co.	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1	Belleville	17	30
Muren Bros. No. 2	New Baden	30	30
Germant'n Coal Co.	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	40

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	30
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lumaghi	Collinsville	12	30
Brookside	Troy	18	30
Troy	Troy	18	30
Smithboro M. & M. Co.	Smithboro	53	30

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.;

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Madison No. 7	Ogles	9	30

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	30
Branch	Belleville	18	30
Maul	Belleville	15	30
Walnut Valley	Belleville	16	30
Hippard	Belleville	16	30
Richland	Belleville	17	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb	New Athens	30	30
New Lenzburg	Lenzburg	34	30

Advance	Marissa	37	30
Eureka	Marissa	38	30
Borden	Marissa	38	30
Marissa	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	41	30
Consul	Coulterville	45	30
Coulterville	Coulterville	47	30
Chicago & Coulterville	Coulterville	48	30
Jupiter No. 4	Pinckneyville	61	30
White Walnut	Pinckneyville	62	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½
Jupiter No. 3	DuQuoin	71	37½
Egyptian	DuQuoin	71	37½
Jupiter No. 1	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry Co. Coal Co.	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Harrison	Harrison	82	47½
Gartside	Murphysboro	83	47½
Mt. Carbon	Mt. Carbon	86	47½
Wilson	Carterville	97	52½
Burr	Carterville	99	52½
Dawes	Carterville	99	52½
Donnelly	Carterville	99	52½
Huron	Carterville	99	52½
Lauder	Lauder	100	52½

ILLINOIS CENTRAL RAILROAD (Continued).

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Dick	Lauder	100	52½
Sunny Side	Herrin	105	52½

Chicago & Herrin	Herrin	105	52½
Chicago & Carterville	Herrin	106	52½
Herrins No. 7	Herrin	106	52½

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following Mines:

Glen Carbon No. 2	Glen Carbon	13	30
Glen Carbon No. 4	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

MOBILE & OHIO R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	30
Davis & Fulton	Sparta	53	30
Eden	Sparta	56	30
Randolph	Percy	63	30
Goalby	Percy	64	30
Willis Coal & Mining Co No. 1	Willisville	66	30
Willis Coal & Mining Co. No. 2	Bryden	80	47½
Gartside No. 4	Murphysboro	87	47½

C., P. & ST. RY. C. OF ILLINOIS.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens Donnewald Coal Co.	Worden	29	30
Staunton Coal Co. No. 1	Staunton	35	30
Staunton No. 7	Staunton	35	30

Litchfield Mining & Power Co.	Litchfield	50	30
Republic Iron and Steel Co.	Springfield	96	35
Jones and Adams Coal Co.	Springfield	96	35
Citizens Mine No. 1	Springfield	96	35
Citizens Mine No. 2	Springfield	96	35
Cantrall Co-Operative Coal Co.	Cantrall	103	45
Athens Coal Co.	Athens	106	45
Wabash Coal Co.	Athens	106	45
South Mountain Mining Co.	Petersburg	112	45
Petersburg Coal & Mining Co.	Petersburg	112	45
Valley Coal Co.	Petersburg	112	45

THE ST. LOUIS, TROY & EASTERN R. R. CO.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Mines.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co. Mine No. 1	Donkville	13	30
Donk Bros. Coal & Coke Co. Mine No. 2		16	30
Donk Bros. Coal & Coke Co. Mine No. 3	Troy	19	30

This Circular bears on its face the following notation in ink:

"Sou. Ry. Ill. No. C. 262. Cancels No. C. 44."

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railway.

Chicago, Peoria & St. Louis Railway Co. of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railroad Co.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad Co. (V. T. Malott, Receiver.)

Information Circular No. 4. (Cancelling Information Circular No. 3, December 22, 1902.) Containing copies of individual rates charged by the several roads between the points named herein on Bituminous coal, Carloads, minimum weight as per Individual issue of each road, from Mines in the State of Illinois to East St. Louis, etc., Illinois.

In effect January 10, 1903.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, January 8, 1903.
File 205.

C. C. C. & ST. L. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	45	40
Hornsby	Hornsby	50	40
Litchfield Coal Co.	Litchfield	54	40
Litchfield	Litchfield	54	40
Hillsboro Coal Co.	Hillsboro	66	40
Montgomery Mine	Paisley	76	40
Pana Coal Co.	Pana	94	70
Pana	Pana	94	70

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville	Edwardsville	19	40
Home Trade Coal Co.	E'ville	19	40
Wonderly Coal Co.	E'ville	20	40
Worden Coal Co.	Worden	30	40
Worden Mc D.	Worden	30	40
Staunton No. 6	Staunton	35	40
Staunton No. 7	Staunton	35	40
Mt. Olive and Staunton Coal Co.	Staunton	35	40
Mt. Olive No. 8	Mt. Olive	41	40
Mt. Olive No. 10	Mt. Olive	41	40
Mt. Olive No. 5	Mt. Olive	41	40
Litchfield No. 1	Litchfield	49	40
Litchfield M. & P. Co.	Litchfield	49	40
Taylorville Coal Co.	Taylorville	82	65
Niantic	Niantic	122	85

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	40
Ridge Prairie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40

Sandoval Coal and Mining Co.	Sandoval	60	47½
Odin Coal Co.	Odin	63	47½
Salem	Salem	69	47½
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal and Min. Co.	Birkens	9	40
Knecht	Birkners	9	40
Summit B. W. No. 2	Summit	11	40
Royal B. W. No. 2	Summit	11	40
L. & N.	Summit	11	40
Humboldt	Belleville	12	40
Branch No. 2	Belleville	12	40
Massie	Belleville	13	40
Yoch (Highland)	Belleville	13	40
Glendale	Belleville	14	40
Rentchler	Rentchler	19	40
Enterprise	Rentchler	19	40
Mascoutah	Mascoutah	24	40
Nashville	Nashville	48	40
Mt. Vernon	Mt. Vernon	79	50
Brooklyn	Brooklyn	125	50
Equality	Equality	128	50
East Side Mine	Equality	128	50

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill. :

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnston, B. W. No. 1	Phoenixville	9	40
Avery	Harmony	11	40
Lenz Coal & Mining Co.	Harmony	11	40
Oakland	Harmony	11	40
Gartside	Gartside	12	40
Oak Hill	Gartside	12	40
Schureman	Gartside	13	40
Rose Hill	Belleville	13	40
Glendale No. 2	Belleville	13	40
Pittsburg	Belleville	15	40
Green Mount	Belleville	15	40
Muren Bros. No. 1	Belleville	17	40
Muren Bros. No. 2	New Baden	30	40
Germant'n Coal Co.	Germantown	39	40
Centralia	Centralia	62	47½
Mt. Vernon	Mt. Vernon	86	40

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	40
Abbey No. 3	Collinsville	11	40
Heintz Bluff	Collinsville	12	40
Lumaghi	Collinsville	12	40
Brookside	Troy	18	40
Troy	Troy	18	40
Smithboro M. & M. Co.	Smithboro	53	40

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Madison No. 7	Ogles	9	40

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	40
Branch	Belleville	18	40
Maul	Belleville	15	40
Walnut Valley	Belleville	16	40
Hippard	Belleville	16	40
Richland	Belleville	17	40
Wilderman	Belleville	18	40
St. Clair	Belleville	19	40
Randall	Freeburg	20	40
Freeburg	Freeburg	22	40
Dutch Hill	New Athens	30	40
Kolb	New Athens	30	40
New Lenzburg	Lenzburg	34	40
Advance	Marissa	37	40
Eureka	Marissa	38	40
Borden	Marissa	38	40
Marissa . . .	Marissa	38	40
O. K. Mine	Marissa	39	40
White Oak	White Oak	40	40
Tilden	Tilden	41	40
Crystal	Tilden	41	40
Consul	Coulterville	45	40
Coulterville	Coulterville	47	40
Chicago & Coulterville	Coulterville	48	40
Jupiter No. 4	Pinckneyville	61	40

White Walnut	Pinckneyville	62	40
Greenwood	DuQuoin	71	47½
Horn	DuQuoin	71	47½
Jupiter No. 3	DuQuoin	71	47½
Egyptian	DuQuoin	71	47½
Jupiter No. 1	DuQuoin	71	47½
Pope	DuQuoin	71	47½
Perry Co. Coal Co.	DuQuoin	71	47½
Sun	DuQuoin	71	47½
Harrison	Harrison	82	57½
Gartside	Murphysboro	83	57½
Mt. Carbon	Mt. Carbon	86	57½
Wilson	Carterville	97	62½
Burr	Carterville	99	62½
Dawes	Carterville	99	62½
Donnelly	Carterville	99	62½
Huron	Carterville	99	62½
Lauder	Lauder	100	62½
Dick	Lauder	100	62½
Sunny Side	Herrin	105	62½
Chicago & Herrin	Herrin	105	62½
Chicago & Carterville	Herrin	106	62½
Herrin No. 7	Herrin	106	62½
Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following Mines:			
Glen Carbon No. 2	Glen Carbon	13	40
Glen Carbon No. 4	Glen Carbon	13	40
Mt. Olive No. 5	Mt. Olive	43	40
Litchfield	Litchfield	50	40
Divernon No. 6	Divernon	91	40

MOBILE & OHIO R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	40
Davis & Fulton	Sparta	53	40
Eden	Sparta	56	40

Randolph	Percy	63	40
Gollby	Percy	64	40
Willis Coal & Mining Co. No. 1	Willisville	66	40
Willis Coal & Mining Co. No. 2	Bryden	80	57½
Gartside No. 4	Murphysboro	87	57½

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of Coal Mines, Stations and the freight rates aplying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens, Donnewald Coal Co.	Worden	29	40
Staunton C. Co. No. 1.	Staunton	35	40
Staunton No. 7	Staunton	35	40
Litchfield Mining & Power Company	Litchfield	50	40
Republic Iron and Steel Company	Springfield	96	45
Jones and Adams Coal Co.	Springfield	96	45
Citizens Mine No. 1.	Springfield	96	45
Citizens Mine No. 2.	Springfield	96	45
Cantrall Co-Operative Coal Co.	Cantrall	103	55
Athens Coal Co.	Athens	106	55
Wabash Coal Co.	Athens	106	55
Sou. Mountain M. Co.	Petersburg	112	55
Petersburg Coal and Mining Co.	Petersburg	112	55
Valley Coal Co.	Petersburg	112	55

..THE ST. LOUIS, TROY & EASTERN R. R. CO.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co. Mine No. 1	Donkville	13	40
Donk Bros. Coal & Coke Co. Mine No. 2		16	40
Donk Bros. Coal & Coke Co., Mine No. 3	Troy	19	40

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Co. of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Litchfield & Madison Railway.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railroad.
St. Louis & O'Fallon Railway.
Vandalia Railroad.
The Wabash Railroad.

Amendment No. 3, (includes all changes), Canceling Amendment No. 2 to Information Circular No. 4, Containing Copies of the Individual Rates charged by the several Roads between the points named herein on Bituminous Coal from Mines in the State of Illinois to East St. Louis, etc., Illinois.

In Effect January 26, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg., St. Louis, Mo.

St. Louis, Mo., January 26, 1905. File 205.

B. & O. S. W .R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	40
Ridge Prarie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40
Sandoval Coal & Mining Co.	Sandoval	60	40
Odin Coal Co.	Odin	63	40
Salem	Salem	69	40
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Jones & Adams Co.	Springfield	109	45
Citizens Coal Mining Co. A	Springfield	109	45
Citizens Coal Mining Co. B	Springfield	109	45
Wilmington & Springfield Coal Co.	Springfield	109	45
The Cora Coal Co.	Cora	116	45
Cantrall Co-Operative Coal Co.	Cantrall	120	45

Athens Mining Co.	Athens	123	45
Wabash Mining Co.	Athens	123	45
Peoples Coal & Mining Co.	Tice	127	45
South Mountain Coal Co.	Petersburg	131	45
Petersburg Coal Mining Co.	Petersburg	131	45
Ensley Coal Co.	Petersburg	131	45

LITCHFIELD & MADISON RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta C. Co.	Edwardsville	18	40
Kerens-Donnewald Coal Co.	Worden	28	40
Consolidated Coal Co. No. 7	Staunton	34	40
Mt. Olive & Staunton Coal Co. No. 1	Staunton	34	40
Mt. Olive & Staunton Coal Co. No. 2	Staunton	34	40
Litchfield Mining & Power Co.	Litchfield	48	40

ST. LOUIS & O'FALLON RAILWAY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
St. L. & O'Fallon No. 1		8	40
St. Louis & O'Fallon No. 2		9	40

Complainant's Exhibit No. 72.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railroad.
Chicago, Peoria & St. Louis Railway Co. of Illinois.

Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
St. Louis, Troy & Eastern Railroad.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad, (V. T. Malott, Receiver.)
Toledo, St. Louis & Western Railroad.

Information Circular No. 2, (Canceling Information Circular No. 1, Jan. 4, 1900), Containing Copies of Individual Rates charged by the several roads, between the points named herein, on Bituminous Coal, Carloads, Minimum Weight as per individual issue of each road, from Mines in the State of Illinois to East St. Louis, etc., Illinois.

In Effect March 20, 1901.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station, St. Louis, Mo.

St. Louis, Mo., March 28, 1901. File 205.

C., C., C. & ST. L. RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield Coal Co	Litchfield	55	30
Litchfield	Litchfield	55	30
Hillsboro Coal Co.	Hillsboro	66	30
Montgomery Mine	Paisley	76	30
Pana Coal Co.	Pana	95	60
Pana	Pana	95	60

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3	Edwardsville	19	30
Home Trade Coal Co.	Edwardsville	19	30
Wonderly Coal Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden, McD.	Worden	30	30
Staunton No. 6	Staunton	35	30
Staunton No. 7	Staunton	35	30
Mt. Olive and Staunton Coal Co. No. 1	Staunton	35	30
Mt. Olive No. 8	Mt. Olive	41	30
Mt. Olive No. 10	Mt. Olive	41	30
Mt. Olive No. 5	Mt. Olive	41	30
Litchfield No. 1	Litchfield	49	30
Litchfield M. & P. Co.	Litchfield	49	30
Taylorville Coal Co.	Taylorville	82	55
Niantic	Niantic	122	75

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City, and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Union	Furmans	11	30
Ruby	Furmans	11	30
Ridge Prairie	Alma	14	30
Alma	Alma	14	30
Taylor	Alma	16	30
Darrow	O'Fallon	17	30
Bennetts	O'Fallon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30

Breese, West	Breese	38	30
Breese, East	Breese	38	30
Sandoval Coal and Mining Company	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville	166	60
Edinburg Coal Co.	Edinburg	184	60

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal and Mining Co.	Birkners	9	30
Knecht	Birkners	9	30
Summit, B. & W. No. 2	Summit	11	30
Royal, B. & W. No. 3	Summit	11	30
L. & N.	Belleville	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Reinecke No. 2	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Turkey Hill	Rentchler	19	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	35
Brooklyn	Brooklyn	125	45
Equality	Equality	128	45

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES.)

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson, B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz Coal & Mining Co	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1	Belleville	17	30
Muren Bros. No. 2	New Baden	30	30
Germantown Coal Co	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	45

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	30
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Luisoghi	Collinsville	12	30
Independent Coal Co	Cantine	15	30
Brookside	Troy	18	30
Troy	Troy	18	30
Smithboro M. & M. Co	Smithboro	53	30

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Crown No. 4	Ogles	9	30
Crown No. 5	.....	.....	.....
Crown No. 6	.....	.....	.....

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	30
Branch	Belleville	18	30
Maul	Belleville	15	30
Walnut Valley	Belleville	16	30
Richland	Belleville	17	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb	New Athens	30	30
New Lenzburg	Lenzburg	34	30
Advance	Marissa	37	30
Eureka	Marissa	38	30
Marissa	Marrisa	38	30
Borden	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	42	30
Coulterville	Coulterville	47	30
Brown	Pinckneyville	61	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½

Superior	DuQuoin	71	37½
Egyptian	DuQuoin	71	37½
Jupiter	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry Co. Coal Co.	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Gartside	Harrison	83	47½
Harrison	Harrison	83	47½
Garrison No. 6	Harrison	83	47½
Scott-Wilson No. 1	Carterville	97	52½
Dawes	Carterville	99	52½
Carterville	Carterville	99	52½
Scott-Wilson No. 2	Lauder	100	52½
Dick's	Lauder	100	52½
Herrins	Herrin	105	52½
Sunny Side	Herrin	105	52½
Chicago & Carterville	Herrin	105	52½

ILLINOIS CENTRAL RAILROAD—Continued.

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following Mines:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 2	Glen Carbon	13	30
Glen Carbon No. 4	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

MOBILE & OHIO R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	30
Boyd Coal Co.	Sparta	53	30
Eden	Sparta	56	30
Rosborough	Rosborough	59	30

Randolph	Percy	63	30
Goalby	Percy	64	30
Little Muddy	Percy	65	30
Willis Coal Co.	Percy	66	30
Murphysboro Big Muddy Coal Co.	Oraville	83	37½
Gartside No. 4	Murphysboro	87	47½
Gartside No. 1	Murphysboro	89	47½

T., ST. L. & W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 2	Edwardsville	19	30
Sorrento	Sorrento	43	30
Coffeen	Coffeen	55	30

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	29	30
Staunton Coal Co. No. 1	Staunton	35	30
Staunton No. 2 (C. C. C.)	Staunton	35	30
Litchfield Mining & Power Co.	Litchfield	50	30
Republic Iron & Steel Company	Springfield	96	35
Jones & Adams Coal Co.	Springfield	96	30
Citizens Mine No. 1	Springfield	96	35
Citizens Mine No. 2	Springfield	96	35
Cantrall Co-Operative Coal Co.	Cantrall	103	35

Athens Coal Co.	Athens	106	35
Wabash Coal Co.	Athens	106	35
South Mountain Mining Co.	Petersburg	112	35

ST. LOUIS, TROY & EASTERN R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co., Mine No. 1	Donkville	13	——
Donk Bros. Coal & Coke Co., Mine No. 2	——	16	——
Donk Bros. Coal & Coke Co., Mine No. 3	Troy	19	——

Complainant's Exhibit No. 73.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Co. of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railway Co.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad Co. (V. T. Malott, Receiver.)

Information Circular No. 3, (Canceling Information Circular No. 2, March 20, 1901), Containing copies of the Individual Rates charged by the several Roads between the points named herein, on Bitu-

minous Coal, Carloads, minimum weight as per individual issue of each road, from Mines in the State of Illinois to East St. Louis, etc., Illinois.

In Effect December 22, 1902.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station, St. Louis, Mo.

St. Louis, Mo., December 10, 1902. File 205.

C., C., C. & ST. L. RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Litchfield Coal Co.	Litchfield	54	30
Litchfield	Litchfield	54	30
Hillsboro Coal Co.	Hillsboro	66	30
Montgomery Mine	Paisley	76	30
Pana Coal Co.	Pana	94	60
Pana	Pana	94	60

THE WABASH RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3	Edwardsville	19	30
Home Trade C. Co.	Edwardsville	19	30
Wonderly Coal Co.	Edwardsville	20	30
Worden No. 12	Worden	30	30
Worden, Mc D.	Worden	30	30
Staunton No. 6	Staunton	35	30
Staunton No. 7	Staunton	35	30
Mt. Olive and Staunton Coal Co. No. 1	Staunton	35	30
Mt. Olive No. 8	Mt. Olive	41	30

Mt. Olive No. 10	Mt. Olive	41	30
Mt. Olive No. 5	Mt. Olive	41	30
Litchfield No. 1	Litchfield	49	30
Litchfield M. & P. Co	Litchfield	49	30
Taylorville Coal Co	Taylorville	82	55
Niantic	Niantic	122	75

B. & O. S. W. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	30
Ridge Prairie	Carbon	14	30
Taylor	Carbon	16	30
O'Fallon No. 1	O'Fallon	16	30
Bennetts	Lebanon	20	30
Trenton, South	Trenton	28	30
Trenton, East	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Sandoval Coal and Mining Co.	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½
Pana	Pana (95)	159	60
Taylorville	Taylorville (95)	166	60
Edinburg Coal Co.	Edinburg	184	60

L. & N. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal and Mining Co.	Birkners	9	30
Knecht	Birkners	9	30

Summit B. W. No. 2	Summit	11	30
Royal B. W. No. 3	Summit	11	30
L. & N.	Summit	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30
Mt. Vernon	Mt. Vernon	79	40
Brooklyn	Brooklyn	125	40
Equality	Equality	128	40
East Side Mine	Equality	128	40

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES).

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson B. W. No. 1	Phoenixville	9	30
Avery	Harmony	11	30
Lenz Coal & Mining Co.	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Rose Hill	Belleville	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1	Belleville	17	30
Muren Bros. No. 2	New Baden	30	30
Germantown Coal Co.	Germantown	39	30
Centralia	Centralia	62	37½
Mt. Vernon	Mt. Vernon	86	40

T. H. & I. R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4	Collinsville	11	30
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lumaghi	Collinsville	12	30
Brookside	Troy	18	30
Troy	Troy	18	30
Smithboro M. & M. Co.	Smithboro	53	30

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Madison No. 7	Ogles	9	30

ILLINOIS CENTRAL RAILROAD.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	30
Branch	Belleville	18	30
Maul	Belleville	15	30
Walnut Valley	Belleville	16	30
Hippard	Belleville	16	30
Richland	Belleville	17	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Dutch Hill	New Athens	30	30
Kolb	New Athens	30	30

New Lenzburg	Lenzburg	34	30
Advance	Marissa	37	30
Eureka	Marissa	38	30
Borden	Marissa	38	30
Marissa	Marissa	38	30
O. K. Mine	Marissa	39	30
White Oak	White Oak	40	30
Tilden	Tilden	41	30
Crystal	Tilden	41	30
Consul	Coulterville	45	30
Coulterville	Coulterville	47	30
Chicago & Coulterville	Coulterville	48	30
Jupiter No. 4	Pinckneyville	51	30
White Walnut	Pinckneyville	62	30
Greenwood	DuQuoin	71	37½
Horn	DuQuoin	71	37½
Jupiter No. 3	DuQuoin	71	37½
Egyptian	DuQuoin	71	37½
Jupiter No. 1	DuQuoin	71	37½
Pope	DuQuoin	71	37½
Perry Coal Co.	DuQuoin	71	37½
Sun	DuQuoin	71	37½
Harrison	Harrison	82	47½
Gartside	Murphysboro	83	47½
Mt. Carbon	Mt. Carbon	86	47½
Wilson	Carterville	97	52½
Burr	Carterville	99	52½
Dawes	Carterville	99	52½
Donnelly	Carterville	99	52½
Huron	Carterville	99	52½
Lauder	Lauder	100	52½
Dick	Lauder	100	52½
Sunndy Side	Herrin	105	52½
Chicago & Herrin	Herrin	105	52½
Chicago & Carterville	Herrin	105	52½
Herrins No. 7	Herrin	106	52½

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following Mines:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Glen Carbon No. 2	Glen Carbon	13	30
Glen Carbon No. 4	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

MOBILE & OHIO R. R.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	30
Davis & Fulton	Sparta	53	30
Eden	Sparta	56	30
Randolph	Percy	63	30
Goalby	Percy	64	30
Willis Coal & Mining Co. No. 1	Willisville	66	30
Willis Coal & Mining Co. No. 2	Bryden	80	47½
Gartside No. 4	Murphysboro	87	47½

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of Coal Mines, Stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	30
Kerens, Donnewald Coal Co.	Worden	29	30
Staunton Coal Company, No. 1	Staunton	35	30
Staunton No. 7	Staunton	35	30

Litchfield Mining & Power Co.	Litchfield	50	30
Republic Iron & Steel Co.	Springfield	96	35
Jones & Adams C. Co.	Springfield	96	35
Citizens Mine No. 1	Springfield	96	35
Citizens Mine No. 2	Springfield	96	35
Cantrall Co-Operative Coal Co.	Cantrall	103	45
Athens Coal Co.	Athens	106	45
Wabash Coal Co.	Athens	106	45
South Mountain Mining Company	Petersburg	112	45
Petersburg Coal & Mining Co.	Petersburg	112	45
Valley Coal Co.	Petersburg	112	45

THE ST. LOUIS, TROY & EASTERN R. R. CO.

List of Coal Mines, Stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co., Mine No. 1	Donkville	13	30
Donk Bros. Coal & Coke Co., Mine No. 2		16	30
Donk Bros. Coal & Coke Co., Mine No. 3	Troy	19	30

Complainant's Exhibit No. 74.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.

Cleveland, Cincinnati, Chicago & St. Louis Railway.

Chicago, Peoria & St. Louis Railway Company of Illinois.

Illinois Central Railroad.

Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railroad Co.
The Wabash Railroad.
Terre Haute & Indianapolis Railroad Co. (V. T. Malott, Receiver.)

Information Circular No. 4 (Cancelling information Circular No. 3, December 22, 1902.) Containing copies of the individual rates charged by the several roads between the points named herein, on bituminous coal, carloads, minimum weight as per individual issue of each road from mines in the state of Illinois, to East St. Louis, etc., Illinois. In effect January 10, 1903.

R. M. Fraser, Secretary,
Rooms 404-406 Union Station,
St. Louis, Mo.

St. Louis, January 8, 1903.
File 205.

C. C. C. & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs In Cents.
Gillespie	Gillespie	45	40
Hornsby	Hornsby	50	40
Litchfield Coal Co	Litchfield	54	40
Litchfield	Litchfield	54	40
Hillsboro Coal Co.	Hillsboro	66	40
Montgomery Mine	Paisley	76	40
Pana Coal Co.	Pana	94	70
Pana.	Pana	94	70

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E St. L.	Per Ton of 2,000 lbs. In Cents.
Edwardsville No. 3.	Edwardsville	19	40
Home Trade Coal Co.	Edw'sville	19	40
Wonderly Coal Co.	Edwardsville	20	40
Worden No. 12	Worden	30	40
Worden McD	Worden	30	40
Staunton No. 6.	Staunton	35	40
Staunton No. 7.	Staunton	35	40
Mt. Olive and Staunton Coal Co. No. 1.	Staunton	35	40
Mt. Olive No. 8.	Mt. Olive	41	40
Mt. Olive No. 10.	Mt. Olive	41	40
Mt. Olive No. 5.	Mt. Olive	41	40
Litchfield No. 1.	Litchfield	49	40
Litchfield M. & P. Co.	Litchfield	49	40
Taylorville Coal Co.	Taylorville	62	65
Niantic.	Niantic	122	85

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby.	Furmans	11	40
Ridge Prairie.	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1.	O'Fallon	16	40
Bennetts.	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, West	Breese	38	40
Breese, East	Breese	38	40

Sandoval Coal and Mining Co.	Sandoval	60	47½
Odin Coal Co.	Odin	63	47½
Salem.	Salem	69	47½
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co.	Edinburg	184	70

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley Coal & Mining Co.	Birkners	9	40
Knecht.	Birkners	9	40
Summit B. W. No. 2	Summit	11	40
Royal B. W. No. 3.	Summit	11	40
L. & N.	Summit	11	40
Humboldt	Belleville	12	40
Branch No. 2.	Belleville	12	40
Massie	Belleville	13	40
Yoch (Haghland)	Belleville	13	40
Glendale	Belleville	14	40
Rentchler	Rentchler	19	40
Enterprise	Rentchler	19	40
Mascoutah.	Mascoutah	24	40
Nashville	Nashville	48	40
Mt. Vernon	Mt. Vernon	79	50
Brooklyn	Brooklyn	125	50
Equality	Equality	128	50
East Side.	Equality	128	50

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES.)

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Johnson B. W. No. 1	Phoenixville	9	40
Avery	Harmony	11	40
Lenz Coal & Mining Co.	Harmony	11	40
Oakland	Harmony	11	40
Gartside	Gartside	12	40
Oak Hill	Gartside	12	40
Schureman	Gartside	13	40
Rose Hill	Belleville	13	40
Glendale No. 2.	Belleville	13	40
Pittsburg	Belleville	15	40
Green Mount	Belleville	15	40
Muren Bros. No. 1.	Belleville	17	40
Muren Bros. No. 2.	New Baden	30	40
Germantown Coal Co.	Germantown	39	40
Centralia	Centralia	62	47½
Mt. Vernon	Mt. Vernon	86	50

T. H. & I. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 4.	Collinsville	11	40
Abbey No. 3.	Collinsville	11	40
Heintz Bluff	Collinsville	12	40
Lumaghi	Collinsville	12	40
Brookside	Troy	18	40
Troy	Troy	18	40
Smithboro M. & M. Co.	Smithboro	53	40

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from B. St. L.	Per Ton of 2,000 lbs. In Cents.
Madison No. 7.	Ogles	9	40

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from B. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	40
Branch	Belleville	18	40
Maul	Belleville	15	40
Walnut Valley	Belleville	16	40
Hippard	Belleville	16	40
Richland.	Belleville	17	40
Wilderman	Belleville	18	40
St. Clair	Belleville	19	40
Randall	Freeburg	20	40
Freeburg	Freeburg	22	40
Dutch Hill	New Athens	30	40
Kolb	New Athens	30	40
New Lenzburg	Lenzburg	34	40
Advance	Marissa	37	40
Eureka	Marissa	38	40
Borden	Marissa	38	40
Marissa	Marissa	38	40
O. K. Mine	Marissa	39	40
White Oak	White Oak	40	40
Tilden	Tilden	41	40
Crystal	Tilden	41	40
Consul	Coulterville	45	40
Coulterville	Coulterville	47	40
Chicago & Coulterville	Coulterville	48	40
Jupiter No. 4	Pinckneyville	61	40
White Walnut	Pinckneyville	62	40

Greenwood	Du Quoin	71	47½
Horn	Du Quoin	71	47½
Jupiter No. 3	Du Quoin	71	47½
Egyptian	Du Quoin	71	47½
Jupiter No. 1	Du Quoin	71	47½
Pope	Du Quoin	71	47½
Perry Co. Coal Co.	Du Quoin	71	47½
Sun	Du Quoin	71	47½
Harrison	Harrison	82	57½
Gartside	Murphysboro	83	57½
Mt. Carbon	Mt. Carbon	83	57½
Wilson	Carterville	97	62½
Burr	Carterville	99	62½
Dawes	Carterville	99	62½
Donnelly	Carterville	99	62½
Huron	Carterville	99	62½
Lauder	Lauder	100	62½
Dick	Lauder	100	62½
Sunny Side	Herrin	105	62½
Chicago & Herrin	Herrin	106	62½
Chicago & Carterville	Herrin	106	62½
Herrins No. 7.	Herrin	106	62½

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Glen Carbon No. 2.	Glen Carbon	13	40
Glen Carbon No. 4.	Glen Carbon	13	40
Mt. Olive No. 5.	Mt. Olive	43	40
Litchfield	Litchfield	50	40
Divernon No. 6	Divernon	91	40

MOBILE & OHIO R. R.

List of coal mines, stations and freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Millstadt C. M. Co.	Millstadt	20	40
Davis & Fulton	Sparta	53	40
Eden	Sparta	56	40

Randolph	Percy	63	40
Goalby	Percy	64	40
Willis Coal & Mining Co. No. 1	Willisville	66	40
Willis Coal & Mining Co. No. 2	Bryden	80	57½
Gartside No. 4	Murphysboro	87	57½

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co.	Edwardsville	18	40
Kerens-Donewald Coal Co.	Worden	29	40
Staunton Coal Co. No. 1	Staunton	35	40
Staunton No. 7.	Staunton	35	40
Litchfield Mining & Power Co.	Litchfield	50	40
Republic Iron & S. Co.	Springfield	96	45
Jones and Adams Coal Co.	Springfield	96	45
Citizens Mine No. 1	Springfield	96	45
Citizens Mine No. 2	Springfield	96	45
Cantrall Co-Operative Coal Co.	Cantrall	103	55
Athens Coal Co	Athens	106	55
Wabash Coal Co.	Athens	106	55
South Mountain Mining Co.	Petersburg	112	55
Petersburg Coal & Mining Co.	Petersburg	112	55
Valley Coal Co	Petersburg	112	55

THE ST. LOUIS TROY & EASTERN R. R. CO.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co. Mine No. 1	Donkville	13	40
Donk Bros. Coal & Coke Co. Mine No. 2	———	16	40
Donk Bros. Coal & Coke Co. Mine No. 3	Troy	19	40

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Peoria & St. Louis Railway Company of Illinois.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Litchfield & Madison Railway.
Mobile & Ohio Railroad.
Southern Railway (St. Louis-Louisville Lines.)
St. Louis, Belleville & Southern Railway.
The St. Louis, Troy & Eastern Railroad Co.
St. Louis & O'Fallon Railway.
Vandalia Railroad.
The Wabash Railroad.

Amendment No. 3. (Including all changes.) Canceling amendment No. 2, to information circular No. 4. Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road from mines in the state of Illinois to East St. Louis, etc., Illinois.

In effect January 26, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., January 26, 1905.
File 205.

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	40
Ridge Prairie	Carbon	14	40
Taylor	Carbon	16	40
O'Fallon No. 1.	O'Fallon	16	40
Bennetts	Lebanon	20	40
Trenton, South	Trenton	28	40
Trenton, East	Trenton	28	40
Breese, East	Breese	38	40
Breese, West	Breese	38	40
Sandoval Coal and Mining Co	Sandoval	60	40
Odin Coal Co.	Odin	63	40
Salem	Salem	69	40
Pana	Pana (95)	159	70
Taylorville	Taylorville (95)	166	70
Edinburg Coal Co	Edinburg	184	70

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Jones and Adams Co	Springfield	109	45
Citizens Coal Mining Co.	Springfield	109	45

Citizens Coal Mining Co. (B)	Springfield	109	45
Wilmington & Springfield Coal Co	Springfield	109	45
The Cora Coal Co	Cora	116	45
Cantrall Co-Operative Coal Co.	Cantrall	120	45
Athens Mining Co	Athens	123	45
Wabash Mining Co	Athens	123	45
Peoples Coal & Mining Co	Tice	127	45
South Mountain Coal Co.	Petersburg	131	45
Petersburg Coal Mining Company	Petersburg	121	45
Ensley Coal Co	Petersburg	131	45

LITCHFIELD & MADISON RY.

List of coal mines, stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co	Edwardsville	18	40
Kerens-Donnewald C. Co.	Worden	28	40
Mt. Olive & Staunton Coal Co. No. 1	Staunton	34	40
Mt. Olive & Staunton Coal Co. No. 2	Staunton	34	40
Consolidated Coal Co. No. 7	Staunton	34	40
Litchfield Mining & Power Co	Litchfield	48	40

ST. LOUIS & O'FALLON RAILWAY.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
St. L. & O'F. No. 1	———	8	40
St. L. & O'F. No. 2	———	9	40

Complainant's Exhibit No. 75.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Chicago, Peoria & St. Louis Railway Company of Illinois.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Illinois Central Railroad.
Litchfield & Madison Railway.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
St. Louis & O'Fallon Railway.
St. Louis, Belleville & Southern Railway.
Southern Railway (St. Louis-Louisville Lines.)
The Wabash Railroad.
The St. Louis, Troy & Eastern Railroad Co.
Vandalia Railroad.

Information Circular No. 5. (Canceling Information Circular No. 4, January 10, 1903.) Containing copies of the individual rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight per individual issue of each road, from mines in the state of Illinois to East St. Louis, etc., Illinois.
In effect May 1st, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright, Bldg.,
St. Louis, Mo.

St. Louis, Mo., May 9, 1905.
File 205-A.

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Ruby	Furmans	11	30
Ridge Prairie	Carbon	14	30

Carbon	Carbon	14	30
Taylor	Carbon	14	30
O'Fallon No. 1	O'Fallon	17	30
Bennetts	Lebanon	20	30
Trenton, South	Trenton	28	30
Trenton, New	Trenton	28	30
Breese, West	Breese	38	30
Breese, East	Breese	38	30
Buxton	Buxton	42	30
Sandoval Coal and Mining Co	Sandoval	60	37½
Odin Coal Co.	Odin	63	37½
Salem	Salem	69	37½

C. C. C. & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cen's.
New Staunton Coal Co.	Livingston	34	30
Gillespie	Gillespie	45	30
Hornsby	Hornsby	50	30
Hillsboro Coal Co	Hillsboro	55	30
Kortkamp Coal Co.	Kortkamp Switch	57	30
Montgomery Mine	Witt	64	30
Pana Coal Co.	Pana	82	60

C., P. & ST. L. RY. CO. OF ILLINOIS.

List of coal mines, stations and the freight rates applying to East St. Louis and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Jones and Adams Co	Springfield	109	45
Citizens Coal Mining Co. A	Springfield	109	45
Citizens Coal Mining Co. B	Springfield	109	45

Wilmington & Springfield Coal Co	Springfield	109	45
The Cora Coal Co	Cora	116	45
Cantrall Co-Operative Coal Co.	Cantrall	120	45
Athens Mining Co	Athens	123	45
Wabash Mining Co.	Athens	123	45
Peoples Coal & Mining Co	Tice	127	45
South Mountain Coal Co.	Petersburg	131	45
Petersburg Coal Mining Company	Petersburg	131	45
Ensley Coal Co	Petersburg	131	45

LITCHFIELD & MADISON RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Granite City and Madison, Illinois:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Henrietta Coal Co	Edwardsville	18	30
Edwardsville No. 3	Edwardsville	18	30
Kerens-Donnewald Coal Company	Worden	28	30
Consolidated Coal Co. No. 7	Staunton	34	30
Mt. Olive & Staunton Coal Co. No. 1	Staunton	34	30
Mt. Olive & Staunton Coal Co. No. 2	Staunton	34	30
Litchfield Mining & Power Co	Litchfield	48	30

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Murphy	Belleville	16	30
Walnut Valley	Belleville	16	30
Hippard	Belleville	16	30
Richland	Belleville	17	30
Branch	Belleville	18	30
Wilderman	Belleville	18	30
St. Clair	Belleville	19	30
Randall	Freeburg	20	30
Freeburg	Freeburg	22	30
Darmstatter	New Athens	30	30
Kolb No. 1.	New Athens	30	30
Kolb No. 3.	New Athens	30	30
New Lenzburg	Lenzburg	34	30
Advance	Marissa	37	30
Eureka No. 2	Marissa	38	30
Borders No. 1.	Marissa	38	30
Borders No. 2.	Marissa	38	30
Eureka No. 1.	Marissa	38	30
Marissa	Marissa	38	30
O. K. Mine	Marissa	39	30
Meek	Marissa	40	30
Oak Ridge	Marissa	40	30
Tilden	Tilden	41	30
Crystal.	Tilden	41	30
Consul.	Coulterville	45	30
Coulterville	Coulterville	47	30
West Muddy	Coulterville	48	30
Winkle	Winkle	53	30
Jupiter No. 4	Pinckneyville	61	30
White Walnut	Pinckneyville	62	30
Greenwood	Du Quoin	71	37½
Horn	Du Quoin	71	37½
Jupiter No. 3.	Du Quoin	71	37½
Jupiter No. 1.	Du Quoin	71	37½

Pope	Du Quoin	71	37½
Parry	Du Quoin	71	37½
Sun	Du Quoin	71	37½
Jupiter No. 2.	Du Quoin	71	37½
Jupiter No. 5.	Du Quoin	71	37½
Diamond	Du Quoin	71	37½
Southern	Du Quoin	71	37½
New Moon	Du Quoin	71	37½
Queen	Du Quoin	71	37½
Equitable	Du Quoin	71	37½
Forester	Du Quoin	71	37½
Harrison	Harrison	82	40
Halidayboro	Halidayboro	83	40
Gartside	Murbysboro	83	40
Chicago-Carbondale	De Soto	85	40
Inland C. & W. Co.	De Soto	85	40
Zeigler	Zeigler	86	40
Mt. Carbon No. 9	Murphysboro	86	40
Mt. Carbon	Murphysboro	86	40
Wilson	Carterville	97	40
Burr A.	Carterville	99	40
Burr B.	Carterville	99	40
Burr C.	Carterville	99	40
Dawes	Carterville	99	40
John	Cambria	100	40
Colp	Cambria	100	40
New Donaly	Cambria	100	40
Lauder	Cambria	100	40
Dick	Cambria	100	40
Sunny Side	Herrin	105	40
Chicago & Herrin	Herrin	105	40
New Ohio No. 3	East Carterville	105	40
C. M. Co.	East Carterville	105	40
Carterville-Colliery Company	East Carterville	105	40
Carterville-Herrin	Herrin	105	40
Chicago & Carterville	Herrin	106	40
Herrin No. 7	Herrin	106	40
Galatia	Galatia	110	40
Johnston-Carterville Coal Co.	Johnston City	112	40

Eldorado Coal Co.	Eldorado	120	40
Eldorado C. & C. Co.	Eldorado	120	40

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines:

Glen Carbon No. 2	Glen Carbon	13	30
Glen Carbon No. 4	Glen Carbon	13	30
Mt. Olive No. 5	Mt. Olive	43	30
Litchfield	Litchfield	50	30
Divernon No. 6	Divernon	91	30

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Madison No. 7	Ogles	9	30

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Valley	Burkners	9	30
Summit	Summit	11	30
Royal	Summit	11	30
Fullerton	Summit	11	30
Humboldt	Belleville	12	30
Branch No. 2	Belleville	12	30
Massie	Belleville	13	30
Yoch (Highland)	Belleville	13	30
Glendale	Belleville	14	30
Rentchler	Rentchler	19	30
Enterprise	Rentchler	19	30
Beatty	Mascoutah	22	30
Mascoutah	Mascoutah	24	30
Nashville	Nashville	48	30

Mt. Vernon	Mt. Vernon	79	35
Brooklyn	Brooklyn	125	35
Equality	Equality	128	35
East Side Mine	Equality	128	35

MOBILE & OHIO R. R.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Boyd	Sparta	53	30
Eden	Sparta	56	30
Willis Coal & Mining Co. No. 5	Percy	63	30
Willis Coal & Mining Co. No. 6	Percy	64	30
Willis Coal & Mining Co. No. 1	Willisville	66	30
Mo. & Ill	Willisville	66	30
Willis Coal & Mining Co. No. 2	Bryden	80	40
Gartside No. 4	Murphysboro	87	40
Blair	Murphysboro	87	40

ST. LOUIS & O'FALLON RAILWAY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
St. L. & O'F. No. 1	———	8	30
St. L. & O'F. No. 2	———	9	30

THE ST. LOUIS, TROY & EASTERN R. R. CO.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Donk Bros. Coal & Coke Co. Mine No. 1.	Donkville	13	30
Donk Bros. Coal & Coke Co. Mine No. 2.	Maryville	16	40
Donk Bros. Coal & Coke Co. Mine No. 3.	Troy	19	40

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES.)

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Avery	Harmony	11	30
Lenz Coal & Mining Co. No. 1	Harmony	11	30
Oakland	Harmony	11	30
Gartside	Gartside	12	30
Oak Hill	Gartside	12	30
Schureman	Gartside	13	30
Glendale No. 2	Belleville	13	30
Pittsburg	Belleville	15	30
Green Mount	Belleville	15	30
Muren Bros. No. 1	Belleville	17	30
Lenz Coal & Mining Co. No. 2	Shiloh	21	30
Little Oak	Shiloh	21	30
Muren Bros. No. 2.	New Baden	30	30
Germantown Coal Co.	Germantown	39	30
Centralia	Centralia	62	35
Mt. Vernon	Mt. Vernon	86	35

VANDALIA R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. In Cents.
Abbey No. 3	Collinsville	11	30
Heintz Bluff	Collinsville	12	30
Lumaghi No. 2	Collinsville	12	30
Lumaghi No. 3	Collinsville	12	30
Consolidated No. 17	Collinsville	12	30
Brookside	Troy	18	30

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison and Granite City, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. L.	Per Ton of 2,000 lbs. in Cents.
Home Trade Coal Co.	Edwardsville	21	30
Madison Coal Co	Edwardsville	21	30
Interstate C. & M. Co	Worden	30	30
Kerens-Donnewald Coal Co.	Worden	30	30
Consolidated No. 7.	Staunton	35	30
Consolidated No. 6.	Staunton	35	30
Consolidated No. 14	Staunton	35	30
De Camp Fuel Co	Staunton	35	30
Consolidated No. 8	Mt. Olive	41	30
Consolidated No. 10	Mt. Olive	41	30
Girard Coal Co	Litchfield	49	30
Miller Coal Co	Raymond	60	30
Springfield Mining Co. No. 6	Taylorville	82	65
Christian County Coal Co.	Taylorville	82	65
Blue Mound Coal Co	Blue Mound	96	65

Complainant's Exhibit No. 75-A.

I. C. C. No. 2. Schedule of rates No. 10. Issued July 3, 1897. In effect July 13, 1897. All conflicting rates are hereby canceled.

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Connecting Railroads, Freight Yards and Elevators.	2
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Shortest Line Across the River. Prompt Service.

Unexcelled Facilities.

(On this page is stamped the following: "Wiggins Ferry Co. Gen'l Freight Office, P. S. L. No. 116. Approved for use of Agents. St. L. P. & N. Ry. Co.")

C. J. Snell, Freight and Ticket Agent, Phone Bridge 563, East St. Louis, Ill.

H. W. Christy, Freight Agent, Foot of Miller Street, Phone 2153, St. Louis, Mo.

W. T. Hickman, Contracting Agent, No. 920 Security Building, St. Louis, Mo.

Geo. L. Sands, Manager, No. 914 Security Building, St. Louis, Mo.

H. E. Watkins, Freight and Ticket Agent, Foot of Mound Street, Phone 3323, St. Louis. Mo.

Geo. Hendricks, Cashier and Ticket Agent, No. 920 Security Building, St. Louis, Mo.

Jno. J. Baulch, General Freight Agent, No. 922 Security Building, St. Louis, Mo.

General offices, rooms Nos. 914 to 923, Security Building, St. Louis, Mo. Telephone No. 3681.

Rates named in this schedule are for car transfer between connecting railroads, freight yards, elevators and industries in St. Louis, Mo., viz.: Wabash; St. Louis, Keokuk & Northwestern (Burlington Route);

Missouri, Kansas & Texas; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; St. Louis Merchants Terminal; Terminal Railroad Association.

Freight Yards—Grand Avenue, Angelica Street, Bremen Avenue, Branch Street, North Market Street, Mound Street, Mullanphy Street, Lewis Street, Dickson Street, O'Fallon Street, Chouteau Avenue, Miller Street, Carroll Street, Lesperance Street, Barton Street, Anna Street, Dorcas Street.

Elevators—Brooklyn Street, Burlington, Central "B", Central "A", Farmers, Merchants, Rogers, Mound City, St. Louis, St. Louis United, Exchange, Victoria.

Industries—See pages Nos. 9, 10 and 11 and connecting railroads, freight yards, elevators and industries in East St. Louis, Ill., viz:

Chicago, Peoria & St. Louis R. R. of Illinois; Toledo, St. Louis & Kansas City (Clover Leaf); St. Louis Peoria & Northern; Wabash; Chicago, Burlington & Quincy (Burlington Route); Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute (Pennsylvania Line); Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Louisville, Evansville & St. Louis Consolidated (Air Line); St. Louis, Chicago & St. Paul (Bluff Line); Terminal Railroad Association; St. Louis Merchants Terminal; East St. Louis & Carondelet (Conlogue); St. Louis, Belleville & Southern; National Stock Yards.

Elevators—Venice, Union, Advance, East St. Louis, Star, Crescent, Kehlor, Valley, The Belt, St. Louis United.

Freight Yards—Front and Winter Streets, Front Street and Mulliken Avenue, Front Street and Bogy Avenue, Front and Pratt Streets, Sandy Hook Stock Pens, River Front.

Industries—See page No. 12.

Switching—East St. Louis Connecting Railway performs switching service between all connecting railroads, and industries, and elevators, and freight yards designated in East St. Louis, Ill.

Switching—St. Louis Transfer Railway performs switching service between all connecting railroads, and industries, and elevators, and freight yards located on its lines in St. Louis.

Lighterage—Single track barge, capacity 6 cars, Tug "S. C. Clubb." At regular schedule car transfer rates between connecting railroads, freight yards, elevators, industries, etc., in St. Louis and East St. Louis, and boats and barges of the following lines landing south of North Market Street, and north of Carroll Street, in the harbor of St. Louis: Cherokee Packet Co., Kansas City & Missouri River Transportation Co., Diamond Jo Line, Eagle Packet Co., St. Louis and Clarksville Packet Co., St. Louis & Mississippi Valley Transportation Co. Anchor Line, St. Louis & New Orleans Anchor Line, St. Louis & Mississippi River Packet Co., St. Louis & Naples Packet Co., St. Louis & Rocheport Packet Co., St. Louis & Tennessee River Packet Co., and all other steamboats and barges arriving in the harbor of St. Louis within above limits.

Re-icing and cold storage house—Located at East St. Louis on the line of the East St. Louis Connecting Railway, established for the re-icing of refrigerator cars in transit. Fully equipped to give prompt and efficient service at all times without extra switching charge.

The cold storage house has a capacity for 25 car loads and is available at all seasons of the year for the storage or transfer of perishable freight.

Coal Dump—Located at East St. Louis on River Front, on line of East St. Louis Connecting Railway.

Sandy Hook Stock Yards—For the handling of stock from river points, by boat, destined to National Stock Yards, or to connecting railroads terminating at East St. Louis, Ill.

Chain of Rocks—City of St. Louis Water Works. Rate: Bituminous Coal, 35c per ton; minimum, $8.75 per car. Other freight, 40c per ton; minimum, $9.00 per car.

WIGGINS FERRY COMPANY. EAST ST. LOUIS CONNECTING RAILWAY. ST. LOUIS TRANSFER RAILWAY. STEAMERS.

Geo. A. Madill, double track, capacity ..... 16 cars
Henry Sackman, double track, capacity ..... 14 cars
Chas. Merriam, double track, capacity ..... 12 cars
A. B. Chamberlain, single track barge, capacity 6 cars
Tug S. C. Clubb.

CAR TRANSFER RATES.

Freight in car loads to one consignee, when loaded or unloaded by owner, minimum 25,000 lbs., 2 cents per 100 lbs. except as noted below and subject to the rules following:

Commodity—	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Axes, adzes and hatchets	1½
Bark, spent, min. 40,000 lbs.	1
Barrels and boxes, empty	1½
Barley	See Note 3
Bark	1½
Barytes	1½
Bituminous rock	1
Box stuff	1½
Blinds, sash, doors	1½
Bran.	1½
Brick, min. 40,000 lbs.	1
Bones	1½
Bone black	1½
Building tile, hollow, min. 32,000 lbs.	1¼
Canned goods, no min.	2

Carbonite, same as coke	1½
Carriers and trays, empty, returned	$3.00 per car
Castor beans	1½
Cement	1½
Chair timber	1
Cinders, min. 30,000 lbs.	1
Cinders, mill	1
Cracklings (Soap Stock)	1½
Clay, min. 40,000 lbs.	1
Coal, bituminous	See Note 5
Coal, anthracite	1½
Copper Matte	1½
Coke	1½
Copperas	1½
Corn	See Note 3
Cotton, no min.	2
Cotton seed hulls	1½
Cullett or broken glass	1½
Coffee, no min.	2
Corn meal, no min.	2
Doors, sash, blinds	1½
Drain tile, min. 32,000 lbs.	1¼
Fish, no min.	2
Feldspar	1½
Fertilizer	1½
Facing, foundry coal or plumbago	1½
Flax seed	1½
Flour, no min.	2
Glucose, refuse	1½
Grain, no min.	See Note 3
Granite, finished	2
Gravel, min. 40,000 lbs.	1
Grindstones	1½
Granite, crushed or unwrought	1
Granite paving stones	1¼
Handles, wood	1½
Heading	1½
Hay	See Note 4
Hoops and hoop poles	1½
Hides, no min.	2
Ice	1

Iron—Merchant, hatchets, anvils, band, bar, beam, sheet, plate, rod, wire, axles, adzes, chain, bolts, nuts, spikes, wheels, axes, nails, structural, horse shoes, and nails, cotton ties, plain castings, pig and scrap, car springs, pipe, vises, picks 1½
Junk 1½
Jute, no min. 1½
Lard oil 2
Lime 1½
Live stock ..... See Note 1
Lumber, lath and logs 1½
Mill Cinder 1
Malt and Malt Sprouts 1½
Malt Sprout, refuse, no minimum 1½
Machinery, old, returned to maker for repairs.. ..... Half Tariff Rate
Manure, minimum 30,000 lbs. 1
Marble, unwrought 1½
Marble, plain, sawed, cut or finished 2
Mineral Water, in tank cars 1½
Mill Feed 1½
Molasses, no minimum 2
Novaculite, minimum 40,000 lbs. 1
Oats ..... See Note 3
Oil, N. O. S. 1½
Oil Cake and Meal 1½
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Oleo Oil 2
Paving Blocks (granite) 1¼
Piling 1½
Plaster 1½
Poles and Posts 1½
Powder, between connecting railroads, min. 20,000 lbs. 4
Powder not taken for city delivery.
Railway Equipment ..... See Note 2
Rails and Fastenings, no min. ..... 20c gross ton
Roots, minimum 36,000 lbs. 1½
Rice and Rice Meal, Brewers' 1½

Rye . . . . . See Note 3
Rice, no minimum 2
Rosin 1½
Salt 1½
Sand, minimum 40,000 lbs. 1
Sash, Doors and Blinds 1½
Sawdust and Shavings 1¼
Seed 1½
Screenings and Ship Stuff 1½
Sewer Pipe, minimum 32,000 lbs. 1¼
Shingles 1½
Shooks 1½
Slag 1
Soap Lye, in tanks 1½
Soap Stock 1½
Soda and Soda Ash 1½
Straw . . . . . $4 per car
Staves and Stave Bolts 1½
Stone, Ornamental 2
Stone, plain, sawed or cut, dressed or rough dressed 1½
Stone, rip-rap, rubble, crushed, rough blocks, unwrought, foundation 1
Sulphate of Ammonia 1½
Screenings 1½
Ship Stuff 1½
Sugar, no minimum 2
Tar 1½
Tobacco Stems 1½
Tobacco, all kinds, no minimum 2
Tank Cars, all freight N. O. S. 1½
Tile, Roofing, Conduit and Building, minimum 32,000 lbs. 1¼
Ties, R. R., no minimum 1
Tripoli 1½
Transcontinental Freight, no minimum, (regardless of classification) 2
Terre Cotta 2
Tin 1½
Wagon Wood (in the rough) Hubs, Spokes and Axles 1½
Wagon Skeins 1½

Wood, for fuel, minimum 40,000 lbs. 1
Whiting 1½
Wheat .....See Note 3
Zinc Skimmings 1¼

Note No. 1.—Live Stock.

Between connecting railroads, St. Louis, and connecting railroads or National Stock Yards, East St. Louis, Ill. Man in charge free; no return passes.

One animal .....$3.00 per car
Two or more animals ..... 4.00 per car
Race Horses and Fair Stock, with Feed and Trappings ..... 5.00 per car

Live Stock returned to St. Louis from National Stock Yards for slaughter in St. Louis, $3.00 per car.

Note No. 2.—Railway Equipment.

Freight, Caboose or Way Car, standard gauge .....$3.00 per car
Baggage, Mail or Express, stand. gauge 5.00 per car
Coach or Sleeper, standard gauge.... 6.00 per car
Locomotive and Tender, stand. guage..15.00 per car
Narrow Gauge Equipment, all kinds..2c per 100 lbs.

Note No. 3.—Grain, no Minimum.

Barley, Corn, Oats, Rye, Wheat....1½c per 100 lbs.

Rates applies between all Elevators located within the switching limits of St. Louis, all railroads terminating at St. Louis and all Elevators located within the switching limits of East St. Louis and all railroads terminating at East St. Louis.

Note No. 4.—Hay.

Between all connecting railroads terminating at St. Louis and all connecting railroads terminating at East St. Louis, minimum 25,000 lbs., 2c per 100 lbs.

Between Warehouse (D) No. 4, St. Louis Hay Exchange (North Market St., St. Louis), or Mississippi

Valley Hay Storage Co, at Branch St., and all connecting railroads terminating at East St. Louis, $6.00 per car.

Between all connecting railroads terminating at St. Louis, and the East St. Louis Hay Exchange, or Belt Warehouse No. 1, $5.00 per car.

Between Mississippi Valley Hay Storage Co., or St. Louis Hay Exchange (D) No. 4, and East St. Louis Hay Exchange, or Belt Warehouse No. 1, $5.00 per car.

Note No. 5.—Coal, Bituminous.

Destined to this Company's yards and industries in St. Louis, located on switches connected with its tracks in St. Louis, 1½c per 100 lbs.

Destined to industries and tracks in St. L., I. M. & S. yards to and north of Delore St., 1½c per 100 lbs.

Destined to industries and tracks in Wabash (West) yards to and south of Luther Ave., 1½c per 100 lbs.

Destined to industries and tracks in Mo. Pac. and St. L. & S. F. yards to and including Cheltenham, 1½c per 100 lbs.

Destined to industries and tracks in St. L., K. & N. W. yards within switching limits in St. Louis, 1½c per 100 lbs.

Destined to connecting lines for points beyond switching limits in St. Louis, 1c per 100 lbs., minimum 40,000 lbs.

For Railway Co.'s use, 1c per 100 lbs.; no minimum.

Destined for Chain of Rocks, 35c per ton; minimum $8.75.

Rules Governing the Handling of Traffic Under This Schedule.

Rule No. 1.—Minimum charges, unless otherwise noted: The minimum car load weight on all commodities charged for at 2c per 100 lbs. will be 25,000 lbs.

The minimum car load weight on all commodities charged for at 1½c per 100 lbs., will be 30,000 lbs.

The minimum car load weight on all commodities charged for at 1¼c per 100 lbs., will be 36,000 lbs., except as noted.

The minimum car load weight on all comodities charged for at 1c per 100 lbs., will be 50,000 lbs., except as noted.

Rule No. 2.—The National Stock Yards charge of ($1.00), one dollar per car for trackage on all business to or from industries located on its tracks must be added to above rates.

Rule No. 3.—No loaded car will be received by these Companies unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made, should be designated on way-bill.

Rule No. 4.—Rules of the St. Louis Car Service Association will apply on car load freight delivered on the tracks of these Companies.

Rule No. 5.—Long Lumber and other articles which require two or more cars for their transportation, shall be charged at no less than the minimum weights at established rates for each car used.

Rule No. 6.—All freight taking car load rates shall be loaded and unloaded by owner.

Rule No. 7.—Agricultural Implements, Boilers, heavy and large Machinery, and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

ST. LOUIS TRANSFER RAILWAY SWITCHING TARIFF.

(The St. Louis Levee Belt Line.)

Connecting the Missouri, Kansas & Texas; St. Louis, Keokuk & Northwestern (Burlington Route); Wabash Railroads; St. Louis Merchants Bridge Terminal; Wiggins Ferry Car Transfer (North Incline), with the Missouri Pacific and St. Louis, Iron Mountain & Southern Railroads; Wiggins Ferry Car Transfer (South

Incline); also connecting the above railroads terminating in St. Louis with the Mississippi River & Bonne Terre Ry. via barge to and from Riverside; also with the Wiggins Ferry Co. yards at Grand Ave., Bremen Ave., Branch St., North Market St., Mound St., Lewis St., on the north, and Chouteau Ave., Miller St., Carroll St., Lesperance St., Barton St., Anna St., Dorcas St. on the south, and all industries located on its line. (See pages 9 and 10 for industries.) Between all switches north of Biddle Street and—

	Per car
Wabash R. R.	$1.00
St. Louis Merchants Bridge Terminal	1.00
St. L., K. & N. W. (Burlington Route)	1.00
M., K. & T. Ry.	1.00
St. L., I. M. & S. Ry.	2.00
Missouri Pacific Ry.	2.00
All Switches south of Almond St	2.00

Between all Switches south of Almond Street and—

St. L., I. M. & S. Ry.	1.00
Missouri Pacific Ry.	1.00
Wabash R. R.	2.00
M., K. & T. Ry	2.00
St. L., K. & N. W. Ry. (Burlington Route)	2.00
St. Louis Merchants Bridge Terminal	2.00
All switches north of Biddle St.	2.00

Rule No. 1.—The rates quoted above apply on loaded cars only and include the handling of empty car to or from industry or connecting railroad.

Rule No. 2.—Empty Freight Cars for repairs will take New Equipment rates one way.

Rule No. 3.—New Equipment; Freight Cars, $1.25 each; Passenger, Baggage and Mail Cars, $2.50 each.

Rule No. 4.—Locomotives (dead or under steam), $5.00 each.

Rule No. 5.—All loaded cars must be accompanied with a regular way bill showing consignee and final destination.

Rule No. 6.—All cars are subject to rules of St. Louis Car Service Association.

Rule No. 7.—A charge of $2.00 per car will be made on all cars reconsigned from this Company's tracks, except on cars destined to points east of the Mississippi River via Wiggins Car Transfer.

Rule No. 8.—On all car load freight between industries and yards located on St. Louis Transfer Railway and connecting railroads terminating in St. Louis, and St. Louis & San Francisco R. R., add $3.00 per car of 40,000 lbs. (excess at proportionate rate), to rate quoted for Transfer Railway.

Rule No. 9.—All orders for empty cars should be placed with Agents.

Rule No. 10.—This Company does not accept charges on cars from connecting railroads handled for switching revenue only.

EAST ST. LOUIS CONNECTING RAILWAY.

(The East Side Belt Line.)

Connecting all Railroads Terminating at E. St. Louis.

Connecting Railroads.—Toledo, St. Louis & Kansas City; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Louisville, Evansville & St. Louis Consolidated; Chicago, Peoria & St. Louis R. R. of Illinois; Terminal R. R. Association (Eads Bridge); Merchants Terminal; East St. Louis & Carondelet (Conologue); National Stock Yards; St. Louis, Peoria & Northern; Mississippi River & Bonne Terre Ry., via barge to and from Riverside; St. Louis, Chicago & St. Paul (Bluff Line); St. Louis, Belleville & Southern.

Switching Tariff.

Between all Railroads Terminating at East St. Louis and—

All connecting railroads, $1.50 per car, $2.00 per passenger coach, $3.00 per locomotive.

East St. Louis Water Works, ½ cent per 100 lbs. No car less than $2.00.

East St. Louis Compress Cotton, 1 cent per 100 lbs. No minimum.

River Coal Dump, ½ cent per 100 lbs. No car less than $2.00.

Star Elevator, located on L., E. & St. L. R. R., (between connecting lines and L., E. & St. L. R. R.. same as between connecting Railroads.)

East St. Louis Ice & Cold Storage Co., ½ cent per 100 lbs. No car less than $1.50.

Exporters' Warehouse, ½ cent per 100 lbs. No car less than $1.50.

The Belt Warehouse, ½ cent per 100 lbs. No car less than $1.50.

Kehlor Mills, ½ cent per 100 lbs. No car less than $1.50.

Crescent Elevator, ½ cent per 100 lbs. No car less than $1.50.

Union Elevator, ½ cent per 100 lbs. No car less than $1.50.

The Belt Elevator, ½ cent per 100 lbs. No car less than $1.50.

East St. Louis Hay Exchange, ½ cent per 100 lbs. No car less than $1.50.

Whittaker's Packing House, ½ cent per 100 lbs. No car less than $1.50.

Donk Bros. Coal & Coke Co., ½ cent per 100 lbs. No car less than $1.50.

Swift & Company, ½ cent per 100 lbs. No car less than $1.50.

Nelson Morris & Co., ½ cent per 100 lbs. No car less than $1.50.

East St. Louis Elevator, ½ cent per 100 lbs. No car less than $1.50.

Advance Elevator, ½ cent per 100 lbs. No car less than $1.50.

Valley Elevator, ½ cent per 100 lbs. No car less than $1.50.

Bridge Air Compressor, ½ cent per 100 lbs. No car less than $1.50.

Tudor Iron Works, ½ cent per 100 lbs. No car less than $1.50.

Chas. Pope Glucose Co., ½ cent per 100 lbs. No car less than $1.50.

National Stock Yards, ½ cent per 100 lbs. No car less than $1.50.

East St. Louis Packing Co., ½ cent per 100 lbs. No car less than $1.50.

Empire Carbon Works, ½ cent per 100 lbs. No car less than $1.50.

East St. Louis Connecting Ry. Team Track Delivery, ½ cent per 100 lbs. No car less than $1.50.

Union Warehouse (St. Louis Hay & Grain Co.), ½ cent per 100 lbs. No car less than $1.50.

Reconsignment charge (except on cars destined to St. Louis via Wiggins Car Transfer), $2.00 per car on all commodities except Coal and Ice; Coal and Ice, $1.00 per car.

There is also on the line of the East St. Louis Connecting Railway a dump for river coal.

Re-Icing and Cold Storage House.—Located at East St. Louis on the line of the East St. Louis Connecting Railway, established for the re-icing of refrigerator cars in transit. Fully equipped to give prompt and efficient service at all times.

The Cold Storage House has capacity for 25 car loads, and is available at all seasons of the year for the storage or transfer of perishable freight.

Rule 1.—The rates quoted above apply on loaded cars only and include the handling of empty cars to or from Industry or Connecting R. R.

Rule 2.—Empty freight cars for repairs will take New Equipment rates one way.

Rule 3.—All loaded cars must be accompanied with a regular Way-Bill showing consignee and final destination.

Rule 4.—All cars are subject to rules of St. Louis Car Service Association.

Rule 5.—A charge of $2.00 per car will be made on all cars reconsigned from this Company's tracks, except on cars destined to points west of the Mississippi River via Wiggins Car Transfer.

Rule 6.—All orders for empty cars should be placed with Agents.

Rule 7.—This Company does not accept charges on cars from connecting railroads, handled for switching revenue only.

Rule 8.—On all cars loaded with dead freight to or from industries located at the National Stock Yards add $1.00 per car for National Stock Yards trackage.

The Following Industries in St. Louis are Located on the St. Louis Transfer Railway.

Business for these firms should be delivered to Wiggins Ferry Company Car Transfer at East St. Louis. No extra switching charges for delivery in freight yards or to private sidings connected with this Company's tracks.

Ackerman, Henry .....Lesperance St.
Alt, Henry, Jr. .....Carroll St.
Alton Box Company, (Wabash, if so billed) .Branch St.
American Brewing Co. .....Barton St.
American Rattan Works .....Lesperance St.
American Preserving Co. .....Chouteau Ave.
American Refrigerator Transit Co. .....
.....Barton St. West Belt track, if lumber.
American Roofing Co. .....Chouteau Ave.
American Hardwood Lumber Co. ..North Market St.
Anthony & Kuhn .....Barton St.
Arp & Co., F. .....Lesperance St.
Arsenal Brewery .....Barton St.

Aude Furniture Co. (Load at Mound St.).....
.....North Market St.
Abbott & Gamble .....Branch St.
Barrett Mfg. Co. .....Chouteau Ave.
Baxter, C. O. .....Barton St.
Beltz & Co., J. H. .....Dorcas St.
Berry-Horn Coal Co.-Cement.....North Levee.
Behrens & Co., H. J. .....Bremen Ave.
Boehmer Coal Co. .....Branch St. & Wabash West.
Boecker, Anthony .....Lesperance St.
Bohn Lumber Co. .....Carroll St.
Bradbury Marble Co. .....Chouteau Ave.
Braun, J. A. .....North Market St.
Brecht, G. V., Butchers' Supply Co.....Mound St.
Brueckman, Geo. .....Chouteau Ave.
Bridge & Beach Mfg. Co. .....Chouteau Ave.
Buckland & Co., J. A. .....Chouteau Ave.
Bushnell & Co., D. I. .....Levee.
Brooklyn Street Elevator .....Mound St.
Bremen Brewery .....Bremen Ave.
Central Planing Mill Co. .....Mound St.
Carlisle, David .....Chouteau Ave.
Chandler, Kelly R. (E. St. L. should ask consignee for disposition)....N. Market & Lesperance
Charter Oak Stove & Range Co. .....Lewis St.
Christopher & Simpson .....Chouteau Ave.
Clapp, B. P., Ammonia Co. .....Chouteau Ave.
Commercial Electric Supply Co. .....Levee.
Consummers' Brewing Co. .....Barton St.
Crescent Planing Mill Co. .....Branch St.
Darlington & Co., E. R. .....North Market St.
Deidrich Furniture Co. .....North Market St.
De La Vergne Refrigerating Machine Co.....
.....Chouteau Ave.
Diekman Coal Co. .....North Market St.
Donk Bros. .....Dorcas St.
Driscoll, T. .....Lesperance St.
Eagle Mills (E. O. Stanard & Co.) .....Dickson St.
Eau Clair-St. Louis Lumber Co. .....Barton St.
Eckhoff Furniture Co. .....Branch St.
Ehret-Warren Mfg. Co. .....Chouteau Ave.

Eisenhardt, Herman ..... Anna St.
Engelke & Feiner ..... Chouteau Ave.
Excelsior Box & Mfg. Co. ..... Branch St.
Foskett & Kissner ..... Bremen Ave.
Fraser Lubricating Co. ..... Lespereance St.
Ganahl, Fidel ..... Sidney St.
Ganahl, J. J. Lbr. Co. ..... Sidney St.
Garrells, W. Stave Co. ..... Lesperance St.
Gaus, Henry & Sons ..... North Market St.
Grestring Wagon Co. ..... Mound St.
Gettys & Son, W. P. ..... Chouteau Ave.
Globe Iron & Foundry Co. ..... Victor St.
Goddard, E. F. M. Co. ..... Chouteau Ave.
Goetz & Co., C. W. ..... Anna St.
Goetz & Co., C. W. ..... Branch St.
Great Western P. M. Co. ..... Anna St.
Grasselli Chemical Co. ..... Branch St.
Green Tree Brewery Co. ..... Barton St.
Graham Paper Co. ..... Mound St.
Gruner & Bro. P. (Cars from I. M. go to Angelica St., unless otherwise ordered.)
Gruner Bro. P. ..... Mound St.
Hafner & Lothman Mfg. Co. ..... Dock St.
Hager & Sons Mfg. Co. ..... Victor St.
Hallett, W. H. ..... North Market St.
Hall & Brown Machine Co. ..... Mound St.
Harris Mfg. Co., Lloyd G. ..... Victor St.
Harnett Lumber Co. ..... North Market St.
Hartman, E. (Mark Chouteau Ave. if so billed) ..... Lesperance St.
Heims, Fred ..... Carroll St.
Heitzberg Pkg. Co. ..... Branch St.
Heller & Hoffman ..... Mound St.
Heller Lbr. Co., M. J. ..... North Market St.
Herman & Koenitzer O. L. Co. ..... Angelica St.
Hewitt & Co, J. J. ..... North Market St.
Hirsch & Sons, Cal ..... Barton St.
Home Brewing Co. (Mark coal to I. M. & S. unless otherwise ordered) ..... Barton St.
Huse & Loomis Ice Co. ..... Barton St.
Hutchinson & Sons, Jas. ..... Lewis St.

Hutchinson, G. H. . . . . Lewis St.
Hunicke, R. . . . . North Market St.
Hyde Park Brewery . . . . . Branch St.
Home Cotton Mills Co. . . . . Barton St.
Joy Bros. & Co. . . . . Branch St.
Keller & Tamm Mfg. Co. . . . . Victor St.
Kingsland & Douglass . . . . . Mound St.
Klauber & Sons, A. . . . . Chouteau Ave.
Klauber, B. . . . . Lesperance St.
Koerner-Buder Lumber Co. . . . . Barton St.
Koenig Lumber Co. . . . . Branch St.
Laclede Gas Light Co. Sta. A. . . . . Chouteau Ave.
Laclede Gas Light Co. Sta. B. . . . . Mound St.
Laclede Gas Light Co. (Electric Dept.) . . . . Mound St.
Ladenberger, C. . . . . Barton St.
Larkin & Scheffer . . . . . Louisa St
Lasher, R. E. . . . . Anna St
Leschen & Sons Rope Co., A. (Wire rope to be delivered on levee; wire at Gruners, sw. Wabash).
Liebke, C. F. . . . . Hafners Sw. Dock St.
Logeman, F. H., Chair Co. . . . . North Market St.
Luedinghaus-Espenscheid Wagon Co. . . . . Mound St.
Luehrmann, C. F. (Mark all lbr. to West Belt track) . . . . . Carroll St.
Luehrmann, C. F. . . . . North Market St.
Luking, J. F. . . . . Mound St.
Luke, William . . . . . Bremen Ave.
Little & Borrowman Lmbr. Co. (If empty, to load) . . . . . Lesperance St.
Marting, G. H. . . . . North Market St.
McAllister & Co. . . . . Mound St.
McDonald, G. C. . . . . Miller St.
McMillion Lumber Co., G. W. . . . . North Market St.
McPheeters Warehouse . . . . . Biddle St.
Meagher & Co., Jas. . . . . Mound St.
Mepham & Klein . . . . . Sidney St.
Meyer & Meinhardt . . . . . Lesperance St.
Michael, Jno. . . . . North Market St.
Mississippi Glass Works . . . . . Angelica St.
Mississippi Glass Works . . . . . Douglass St.

Mississippi Valley Hay Warehouse.....
.....Branch St. or St. L. K. & N. W
Missouri Cotton Batting Co. .....Barton St.
Mound City Paint & Color Co. Mound St. & Wab. U. D.
Mound City Distilling Co. .....Barton St.
Mound City Canning Co. .....Branch St.
Mound Coffin Co. .....North Market St.
Mound City Elevator .....Branch St.
Moss Tie Co., T. J. .....Mound St.
Mullally, Jno. .....North Market St.
Muren Coal & Ice Co., J. C. .....Anna St. & Wabash.
Mullanphy Mfg. Co. .....Mound St.
Nedderhut P. & P. Co. .....Chouteau Ave.
Nixdorf & Krein .....Mound St.
National Conduit Co. .....Branch St.
Obert, L. .....Barton St.
O'Brien Boiler Works, Jno. .....Mound St.
Paramore Investment Co. .....Bremen Ave.
Pauley Jail Bldg. & Mfg. Co. .....Barton St.
Peters Furniture Co. .....Mound St.
Phoenix Carbon Co. .....Lesperance St.
Pickel Marble & Granite Co. .....North Market St.
Pioneer Cooperage Co. .....Lesperance St.
Pleitner, H. W. .....North Market St.
Plummer Mfg. Co. .....Mound St.
Plueger & Henger .....Branch St.
Poorman Box Co. .....Mound St.
Prunty, C. E. .....Levee.
Ravenswood Distilling Co. .....Mound St.
Richardson, W. H. .....North Market St.
Richards, Wm. .....Carroll St.
Riddle, Rehbein & Co. .....North Market St.
Riddle & Bro. F. C. .....North Market St.
Rogers Salt Co. .....Levee.
St. Louis Sanitary Co. .....Hall & Wright St.
St. Louis Water Works .....Grand Ave.
St. Louis Paper Box Co. .....Levee.
St. Louis Ammonia & Chemical Co. ....Chouteau Ave.
St. Louis Coal Tar Co. .....Chouteau Ave.
St. Louis Steam Forge & Iron Works....Miller St.
St. Louis Wood Pump Co. .....Lesperance St.

St. Louis Box Factory .....Chouteau Ave.
St. Louis Machine & Oil Co. .....Lesperance St.
St. Louis Woodenware Co. .....Anna St.
St. Louis Manufacturing Co. .....Mound St.
St. Louis Sash & Door Works .....Dock St.
St. Louis Car Co. (Unless ordered Wabash West). .....Branch St.
St. Louis Edible Nut Co. .....Levee.
St. Louis Screw Co. .....Branch St.
Saxony Mills .....Chouteau Ave.
Schaeffer Bros. & Powell .....Barton St.
Schapperkoetter, Wm. .....North Market St.
Schapperkoetter, Henry .....North Market St.
Schultz Belting Co. .....Barton St.
Schulte, G. J. .....North Market St.
Schoeter Coal Co. (Mark I. M. & S. if billed Lemps Sw.) .....Chouteau Ave.
Scofield, Shurmer & Teagle ....Ferry St.
Schnelle Querle .....Angelica St. & Wab. West.
Servoss, H. Lee .....Bremen Ave.
Sessinghaus Milling Co. .....North Market St.
Sharp, Jas. & Co. .....Chouteau Ave.
Skellett Coal Co. .....Branch St.
Skinner, G. H. .....Levee.
Smith, F. H. & Co. .....North Market St.
South Cooperage Works (If empty to load) .Victor St.
Stanard Milling Co., E. O. .....Dickson St.
Standard Eagle Box Co. .....Chouteau Ave.
Star Bucket & Pump Co. .....Levee.
Steele & Hibbard ....Branch St. & North Market St.
Stewart & Co., Alcee .....North Market St.
Stifel & Ruckert .....Barton St.
Strifler & Wehinger .....North Market St.
Striffler, D. O. .....North Market St.
Stupp Bros. Bridge & Iron Co. .....Lesperance St.
Tiger Tail Mill & Land Co. .....North Market St.
Trump Lumber Co. .....Bremen Ave.
Union Sand Co. .....Mound St.
Union Cooperage Co. .....Angelica St.
Union Storage Co. .....Mound St.
U. S. Steam Mills .....Chouteau Ave.

United Salt Co. ..... Levee.
Victoria Mills ..... Mound St.
Virden & Co., S. ..... North Market St.
Waldstein Lumber Co. ..... Chouteau Ave.
Warren, M. W. ..... Chouteau Ave.
Warren, Jones & Gratz ..... Chouteau Ave.
Warner, E. H. ..... Carroll St.
Weber & Damme ..... Mound St.
Weber Moulding Co., J. R. ..... Mound St.
Western Fdry. & Sash Weight Co. ..... Miller St.
Wellspot, C. H. W. ..... Branch St.
Wellhoener, J. G. ..... Branch St.
Woodward Flour Co. ..... Levee.
Yocum & Kacer Mfg. Co. ..... Lesperance.

The following industries on Railroads connecting with and adjacent to St. Louis Transfer Railway are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities, except bituminous coal, and grain for elevators:

ST. LOUIS, KEOKUG & NORTHWESTEN RY. CO.

Burlington Elevator.
Carson Rand Lumber Co.
Fulton Iron Works.
Mississippi Val. Hay W. H. (& St. L. T. Ry.)
Rogers Elevator.
Reardon Glue Co.
St. Louis Curled Hair Co.
Thomas Pressed Brick Co.
Union Stock Yards.
Union Stock Yards Abbatoir.

WABASH RAILROAD WEST (ST. L. STATION.)

Branch Crookes Saw Wks.
Broderick & Bascom.
Buck Stove & Range Co.
Crabb-Klein Coal Co., (Buchanan St.)
Druhe Hardwood Lbr. Co.
Duross & Olcott.
Fairbanks, Morse & Co.
Farmers' Elevator.
Granite Iron Rolling Mills
Green Car Wheel Co.
Gruner & Bro. P. (& St. L. T. Ry.)
Haas Soap Co. Holohan, M.
Knapp, Stout & Company
Laclede Car Co.
Mallinckrodt Chem. Co.
Mathiason P. B.
Mayer Mfg. Co., A. B.

Merchants Planing M. Co.
Merchants' Elevator.
Mississippi Glass Co. (& St. L. T. Ry.)
Moon Buggy Co., J. W.
More, Jones & Co.
Muren Coal Co., J. C. (& St. L. T. Ry.)
Mound City Cereal Co.
Nolte & Dolch Mfg. Co.
North St. Louis Planing Mill Co.
Pohlman, H. C.
Quade, Henry.
Rankin & Fritsch Fdy. & Mach. Co.
St. Louis Hide & Tallow Company.
St. Louis Hay Exchange (N. Market.)
St. Louis Fuel Co.
St. Louis Oil Co.
St. Louis Elevator.
St. Louis Carriage Co.
Schnelle & Querle.
Standard Stamping Co.
Taylor Mfg. Co.
Timkin Carriage Co.
Vornbrock Furniture Co.
Waltke, Wm.
Willemson Belt Co.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY.

American Refrigerator Transit Co.
Anheuser-Busch Brewing Ass'n.
Bannatine Galvanized Iron Co.
Brandenberger & Sons., W. M.
Bonsack Lbr. Co., W. A.
Busch Glass Works.
Campbell Glass & P. Co.
Cox & Gordon.
Consolidated Coal Co.
Diamond Match Co.
Diefenbach, A.
Fairbanks Co., N. K.
Finck & Co., J. C.
Fusz & Backer.
Ganahl Lumber Co., J. J.
Glendale Coal & Min. Co.
Heitz Glass Works.
Helmbacher Forge & Roll. Mill Co.
Herf & Frerichs Chemical Co.
Inland Oil Co.
Johannes Lime Co. C.
Keller & Tamm.
Lemp Brewing Co., W. J.
Little, Borrowman & Co.
Medart Patent Pulley Co.
Missouri Distilling Co.
Missouri Car & Foundry Co.
Mueller, H.
Morris, Nelson & Co.
National White Lead Co.
Nedderhut, W. H. Co.
Peper Cotton Compress Co.
Plant Milling Co., Geo. P.
Pauley, A. B.

Regina Mills.
Richards Iron & Storage Co., Wm.
Ruecking & Co., H.
Sligo Iron Store Co.
St. Louis Basket & Box Factory.
St. Louis Cooperage Co.
St. Louis Corrugating Co.
St. Louis Dressed Beef Co.
St. Louis Iron & Machine Co.
St. Louis Refrigerator & W. G. Co.
St. Louis Ice Mfg. & Cold Storage Co.
St. Louis Cotton Compress Co.
St. Louis Sanitary Co.
Standard Barrel Co.
Standard Galv. Works.
Standard Eagle Box Co.
Southern Cooperage Co.
Southern White Lead Co.
So. Branch Nat'l White Lead Co.
Stecher Cooperage Co.
Swift Bros. & Co.
Syenite Granite Co.
Waters Pierce Oil Co.
Willis Stone Co.
Work House Switch.

MISSOURI PACIFIC RAILWAY CO.

American Stock Food & F. Co.
American Car Co.
Ambruster, Wm.
Becker & Brooks.
Becker Lumber Co., A. M.
Beck & Sons, H. W.
Blackmer & Post.
Blumer & Kuhn Stair Co.
Brown Oil Co., R. B.
Bruce & Sheehan.
Bruner & Co., P. M.
Carthage Marble & White Lime Co.
Carthage Stone Co.
Carondelet Foundry Co.
Central Elevator "B."
Chappel & Co., W. H.
Christy Fire Clay Co.
Consolidated Steel & Wire Company.
Creve Coeur Lake Ice Co.
Evens & Howard.
Edison Illuminating Co.
Eyermann & Schmoltz.
Glencoe Lime & Cement Company.
Glendale Quarry Co.
Grant Quarry Co.
Granite Wall Plaster Mfg. Company.
Griffin, Thos.
Goetz & Co., C. W.
Goodwin Mfg. Co.
Hill & Co., R. T.
Holscher, P.
Huttig Sash & Door Co.
Hydraulic Press Brick Co.
Jansen, C.
Koken Iron Works.
Laclede Fire Brick Co.
Lewis Sharpe Ele. Co.

Liggett & Myers Tobacco Co
Lindell St. Railway.
Lohse Patent Door Co.
Metalstone Const. Co.
Milne & Gordon.
Miller Grain & Elev. Co.
Missouri G. & E. Co.
Missouri Fire Brick & Clay Co.
Mineral Wool Co.
Mitchell Clay Mfg. Co.
Municipal Elec. Light & Power Co.
National Brew. Co.
O'Neil Lumber Co.
Osborne & Co., D. M.
Pacific Stock Yards.
Parker & Russell M. & M. Co.
Pickel, Geo. & Co. Bro.
Pickel Stone Co.
Purina Mills.
Quinlivan & Bro., Jas. F.
St. Louis Hay Exchange, Ware H. "B."
St. Louis Cut Stone Co. (Theresa Ave.)
St. Louis Adamant Plaster Co.
St. Louis Granite Wall Plaster.
St. Louis Car Wheel Co.
St. Louis Iron Wire & Expanded Metal Co.
St. Louis Dressed Beef Co.
St. Louis Smelting & Ref. Co.
St. Louis Radiator Mfg. Co.
St. Louis Lead & Oil Co.
Scherpe & Koken.
Shickle, Harrison & Howard.
Superior Press Brick Co.
Tamm Bros. Glue Co.
Tester, W. H.
Thorp, Jacob.
Thorpe, W. H.
Thorne & Hunkins Lime & Cement Co.
Turner, H.
Tower Grove Press Brick Co.
Waters-Pierce Oil Co.
Watson & Bro., W. E.
West End Feed & Commission Co.
Winkle Terre Cotta Co.

The following industries are located on the Wabash Union Depot Line. Wabash Union Depot switching charges must be added on all commodities, including bituminous coal:

Berry-Horn Coal Co.
Bear Creek Marble & Stone Co.
Collier Shot Tower.
Centaur Lime Co.
Central Distilling Co.
City Pipe Yards.
Devoy & McCaffrey Coal Co.

Donk Bros. Coal & Coke Co.
Exchange Elevator.
Excelsior Grain Co.
Foerstel, M.
Granite Wall Plaster Co.
Hoyt Metal Co.
Hydraulic Press Brick Co.
Heinrich Coal Co.
Holschen Coal Co.
Kaufmann-Wilkinson Lbr. Co.
Liquid Carbonic Acid Mfg. Co.
Logwood, Kurtzeborn & DeKamp.
Lopez & Bros. Tannery.
Meacham & Wright.
Missouri R. R. Co.
Morris, Nelson & Co.
Muehling & Heilwig.
Mound City Paint & Color Co. (St. L. T. Ry.)
McCreery Bros.
Pacific Hay & Grain Co.
Prospect Elevator.
Ratican, Wm.
Reitz Cut Stone Co.
Sawyer & Austin Lbr. Co.
Scruggs-McClure Coal Co.
St. Louis Fuel Co.
St. Louis Hay Excg. Ware H. "A" (Theresa Ave.)
St. Louis Car Wheel Co.
St. Louis Shovel Co.
St. Louis Well & Mach. & Tool Co.
Tamm Bros. Glue Co.

The following Industries in East St. Louis are Located on the East St. Louis Connecting Railway.

Business for these firms should be delivered to Wiggins Ferry Company Car Transfer at St. Louis. No extra switching charges for delivery.

Advance Elevator.
The Belt Warehouse No. 1
The Belt Elevator.
Crescent Grain & Elev. Company.
East St. Louis Elevator.
East St. Louis Hay Exchange.
East St. Louis Water Wks
East St. Louis Cotton Compress.
East St. Louis Ice & Cold Storage Co.
Exporters' Warehouse.
Interstate Warehouse.
Kehlor Milling Co.
Tudor Iron Works.
Pope Glucose Works, Chas.
Union Elevator.

The following industries on Railroads connected with and adjacent to East St. Louis Connecting Ry. are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities:

LOUISVILLE, EVANSVILLE & ST. LOUIS CONSOLIDATED R. R. CO.

Carson, E. H.
Chicago Mineral Mining Co.
Denverside Smelting & Ref'g Co.
East St. Louis Lumber Company.
East St. Louis Elec. Railway Co.
Hezel Milling Co.
Heims Brewery.
Hill, W. H., Lime & Cement Co.
Kingman & Co.
Missouri Malleable Iron Co.
Myers, M. E. & Co.
St. Clair Planing Mill Co.
St. Louis Syrup Refining Company.
Star Elevator.
Smith & Cassidy.
Schopperkoetter, H.
Trendley Ave. Switch.
Trojan Car Coupler Co.
Obear-Nester Glass Wks.
Valley Elevator.

VENICE & CARONDELET RY.

Murphy Manufacturing Co.
Heims Brewery Co.
Western Forge & Rolling Mill.

BALTIMORE & OHIO SOUTHWESTERN RAILWAY CO.

Freeman Wire & Iron Co.
Knapp, Stout & Co.
Security Warehouse.

NATIONAL STOCK YARDS TRACKS.

Add $1.00 National Yards trackage to regular transfer rate on dead freight only.

Allerton's Sheep Barns.
East St. Louis Pack & Prov. Co.
Empire Carbon Works.
Morris, Nelson & Co.
River Rendering Works.
Swift & Co.

EAST ST. LOUIS & CARONDELET RY.

American L. & C. Oil Works.
Deering & Co., Wm.
Elliott Frog & Switch Co.
Horn, B. F.
McCormick Harvesting Co.

CHICAGO & ALTON RY. CO.

Venice Elevator. (No extra switching.)

LOUISVILLE & NASHVILLE RAILWAY CO.

East St. Louis Elec. Ry. Co. Car Sheds.
East St. Louis Elec. Lt. & Power Co.
Hackman & Co.
Horn, B. F.

VANDALIA LINE.

Freeman Wire & Iron Co.
Todd, Stanley Mill Furnishing Co.
Security Warehouse.

ILLINOIS CENTRAL R. R.

Elliott Frog & Switch Co.
Tudor Iron Works.

For information as to switching rates, etc., apply to

C. J. Snell, Agent,
East St. Louis, Ill.

H. E. Watkins, Agent,
Mound St., St. Louis.

H. W. Christy, Agent,
Miller Street, St. Louis.

or

Jno. J. Baulch,
General Freight Agent.
Room 922, Security Building, St. Louis, Mo.

I. S. C. C. No. 3.

WIGGINS FERRY CO.

St. Louis Transfer Ry. Co.
East St. Louis Connecting Ry. Co.

Schedule of Rates No. 11.
Car Transfer and Switching.
Issued December 20, 1898. Effective January 1, 1899.
Cancels all conflicting Schedules.

For Connecting Railroads, Freight Yards and Elevators .....See Page 2
For Industries .....See Pages 9, 10, 11, 12
For Car Transfer, Rates & Rules....See Pages 3, 4, 5
For St. Louis Transfer Ry. Co. Rates and Rules .....See Page 6
For East St. Louis Connecting Railway Co. Rates and Rules.....See Page 7

For further information as to Facilities, etc., apply to

Geo. Hendricks,
Cashier and Ticket Agt.,
No. 920 Security Bldg.
St. Louis, Mo.

C. J. Snell,
Frt. and Tickt Agt.,
'Phone Bridge 563.
E. St. Louis, Ill.

W. T. Hickman,
Contracting Agent,
No. 920 Security Bldg.
St. Louis, Mo.

H. E. Watkins,
Frt. and Ticket Agt.,
Foot of Mound St.
'Phone Tyler 272.
St. Louis, Mo.

H. W. Christy, Agent,
Foot of Miller Street,
'Phone 1873. St. Louis, Mo.

or to

G. L. Sands,
Manager.

Jno. J. Baulch,
General Freight Agent.

Telephone Main 1911.
General Offices, Rooms Nos. 914 to 924, Security Bldg., St. Louis, Mo.

Rates named in this Schedule for Car Transfer are between Railroads Terminating at St. Louis, Freight Yards, Elevators and Industries in St. Louis, Mo., viz.:

Railroads.—Wabash; St. Louis, Keokuk & Northwestern (Burlington Route); Missouri, Kansas & Texas; Missouri Pacific; St. Louis, Iron Mountain &

Southern; St. Louis & San Francisco; St. Louis Merchants Terminal; Terminal Railroad Association.

Freight Yards.—Grand Ave.; Angelica St.; Bremen Ave.; Branch St.; North Market St.; Mound St.; Mullanphy St.; Lewis St.; Dickson St.; O'Fallon St.; Chouteau Ave.; Miller St.; Carroll St.; Lesperance St.; Barton St.; Anna St.; Dorcas St.

Elevators.—Brooklyn St.; Burlington; Central "B"; Farmers; Merchants; Rogers; Mound City; St. Louis; Victoria; Standard.

Industries.—See pages Nos. 9, 10 and 11.

And Railroads at East St. Louis, Freight Yards, Elevators and Industries in East St. Louis, Ill., viz.:

Railroads.—Chicago, Peoria & St. Louis R. R. of Illinois; Toledo, St. Louis & Kansas City (Clover Leaf); St. Louis, Peoria & Northern; Wabash; Chicago, Burlington & Quincy (Burlington Route); Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute (Pennsylvania Line); Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Louisville, Evansville & St. Louis Consolidated (Air Line); St. Louis, Chicago & St. Paul (Bluff Line); Terminal Railroad Association; St. Louis Merchants Terminal; East St. Louis & Carondelet (Conlogue); St. Louis, Belleville & Southern (Ill. Central); National Stock Yards.

Elevators.—Union, Advance, East St. Louis, Crescent, Kehlor, The Belt, Traders.

Freight Yards.—Front and Winter Sts., Front St. and Mulliken Ave., Front St. and Bogy Ave., Front and Pratt Sts., Sandy Hook Stock Pens, River Front.

Industries.—See page No. 12.

Switching.—East St. Louis Connecting Railway performs switching service between all connecting railroads, and industries, and elevators and freight yards on its line in East St. Louis, Ill.

Switching.—St. Louis Transfer Railway performs switching service between all connecting railroads, and industries, and elevators, and freight yards located on its lines in St. Louis.

Lighterage.—Single track barge, capacity 6 cars, Tug "S. C. Clubb." At regular schedule car transfer rates between connecting railroads, Freight Yards, Elevators and Industries named in St. Louis and East St. Louis, and Boats and barges of the following lines landing south of North Market St. and north of Carroll St., in the harbor of St. Louis; Cherokee Packet Co.; Kansas City & Missouri River Transportation Co.; Diamond Joe Line; Eagle Packet Co.; St. Louis & Clarksville Packet Co.; St. Louis & Mississippi Valley Transportation Co.; Anchor Line; St. Louis & New Orleans Anchor Line; St. Louis & Mississippi River Packet Co.; St. Louis & Naples Packet Co.; St. Louis & Rocheport Packet Co.; St. Louis & Tennessee River Packet Co., and all other steamboats and barges arriving in the harbor of St. Louis within above limits.

Re-Icing and Cold Storage House.—Located at East St. Louis on the line of the East St. Louis Connecting Railway, established for the re-icing of refrigerator cars in transit. Fully equipped to give prompt and efficient service at all times without extra switching charge.

The Cold Storage House has a capacity for 50 car loads and is available at all seasons of the year for the storage or transfer of perishable freight.

Coal Dump.—Located at East St. Louis on River Front on line of East St. Louis Connecting Railway. Rate, 10 cents per ton; minimum, $2.00 per car.

Sandy Hook Stock Yards.—Located on East St. Louis Connecting Railway. For the handling of Stock from river points, by boat, destined to National Stock Yards, or to connecting railroads terminating at East St. Louis, Ill.

Chain of Rocks.—City of St. Louis Water Works.

WIGGINS FERRY CO.

Car Transfer.

River Equipment.

Steamer Geo. A. Madill, double track, capacity. 16 cars
Steamer Henry Sackman, doub. track, capacity. 14 cars
Steamer Chas. Merriam, doub. track, capacity. 12 cars
Barge A. B. Chamberlain, sing. track, capacity. 6 cars

Car Transfer Rates.

Freight in car loads to one consignee, when loaded or unloaded by owner, minimum 25,000 lbs., 2 cents per 100 lbs., except as noted below and subject to the rules following:

Commodity.	In cents per 100 lbs.
Acid, in tanks	1½
Asphaultum	1½
Axes, Adzes and Hatchets	1½
Bark, Spent, minimum 40,000 lbs.	1
Barrels and boxes, empty	1½
Barley	See Note 3
Bark	1½
Barytes	1½
Bituminous Rock	1
Box Stuff	1½
Blinds, Sash, Doors	1½
Bran	1½
Brick, minimum 40,000 lbs.	1
Bones	1½
Bone Black	1½
Building Tile, hollow, minimum 32,000 lbs.	1¼
Canned Goods, no minimum	2
Carbonite, same as Coke	1½
Carriers and Trays, empty, returned	per car $3
Castor Beans	1½
Cement	1½
Chair Timber	1
Cinders, minimum 30,000 lbs.	1
Cinders, Mill	1

Crackling (Soap Stock) 1½
Clay, Minimum 40,000 lbs. 1
Coal, Bituminous ..... See Note 5
Coal, Anthracite 1½
Copper Matte 1½
Coke 1½
Copperas 1½
Corn ..... See Note 3
Cotton, no minimum 2
Cotton Seed Hulls 1½
Cullet or Broken Glass 1½
Coffe, no minimum 2
Corn Meal 1½
Doors, Sash, Blinds 1½
Drain Tile, min. 32,000 lbs. 1¼
Fish, no minimum 2
Feldspar 1½
Fertilizer 1½
Facings, Foundry Coal or Plumbago 1½
Flax Seed 1½
Flour 1½
Glucose, refuse 1½
Grits 1½
Grain, no minimum ..... See Note 3
Granite, Finished 2
Gravel, minimum 40,000 lbs. 1
Grindstones 1½
Granite, crushed or unwrought 1
Granite Paving Stones 1¼
Handles, Wood 1½
Heading 1½
Hay ..... See Note 4
Hoops and Hoop Poles 1½
Hides, no minimum 2
Ice 1
Iron Scrap 1½
Iron—Merchant, Hatchets, Anvils, Band, Bar, Beam, Sheet, Plate, Rod, Wire, Axles, Adzes, Chain, Bolts, Nuts, Spikes, Wheels, Axes, Nails, Structural, Horse Shoes and Nails, Cotton Ties, Plain Castings, Pig, Car Springs, Pipe, Vises, Picks, Rails and Fastenings 1½

Junk 1½
Jute Butts, no minimum 1½
Lard Oil 2
Lime 1½
Live Stock ..... See Note 1
Lumber, Lath and Logs 1½
Mill Cinder 1
Malt and Malt Sprouts 1½
Malt Sprout, refuse, no minimum 1½
Machinery, old, returned to maker for repairs .... Half Tariff Rate
Manure, minimum 30,000 lbs. 1
Marble, unwrought 1½
Marble, planed, sawed, cut or finished 2
Mineral Water, in tank cars 1½
Mill feed 1½
Molasses, no minimum 2
Novaculite, minimum 40,000 lbs. 1
Oats ..... See Note 3
Oil, N. O. S. 1½
Oil Cake and Meal 1½
Ore, all kinds except Ground Iron 1¼
Ore, Ground Iron 1½
Oleo Oil 2
Paper Stock 1½
Paving Blocks (granite) 1¼
Piling 1½
Plaster 1½
Poles and Posts 1½
Powder, between connecting railroads, min. 20,000 lbs. 4
Powder not taken for city delivery.
Railway Equipment ..... See Note 2
Rails and Fastenings 1½
Roofing Felt 1½
Roots, minimum 36,000 lbs. 1½
Rice and Rice Meal, Brewers' 1½
Rye ..... See Note 3
Rice, no minimum 2
Rosin 1½
Salt 1½

Sand, minimum 40,000 lbs. 1
Sash, Doors and Blinds 1½
Sawdust and Shavings 1¼
Seed 1½
Screenings and Ship Stuff 1½
Sewer Pipe, minimum 32,000 lbs. 1¼
Shingles 1½
Shooks 1½
Slag 1
Soap Lye, in tanks 1½
Soap Stock 1½
Soda and Soda Ash 1½
Straw .....per car $4
Staves and Stave Bolts 1½
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or rough dressed 1½
Stone, rip-rap, rubble, crushed, rough blocks, unwrought, foundation 1
Sulphate of Ammonia 1½
Screenings 1½
Ship Stuff 1½
Sugar, no minimum 2
Tar 1½
Tobacco Stems 1½
Tobacco, all kinds, no minimum 2
Tank Cars, all freight N. O. S. 1½
Tile, Roofing, Conduit and Building, minimum 32,000 lbs. 1¼
Ties, R. R., no minimum 1
Tripoli 1½
Transcontinental Freight, no minimum (regardless of classification) 2
Terre Cotta 2
Tin 1½
Wagon Wood (in the rough) Hubs, Spokes and Axles 1½
Wagon Skeins 1½
Wood, for fuel, minimum 40,000 lbs. 1
Whiting 1½

Wheat . . . . . See Note 3
Wet Feed . . . . . per car $4
Zinc Skimmings 1¼

Note No. 1.—Live Stock.

Between connecting railroads terminating at St. Louis, Mo., and connecting railroads or National Stock Yards, East St. Louis, Ill. Man in charge, free; no return passes.

One animal . . . . . $3.00 per car
Two or more animals . . . . . 4.00 per car
Race Horses and Fair Stock, with Feed and Trappings . . . . . 5.00 per car

Live Stock returned to St. Louis from National Stock Yards for slaughter in St. Louis, Mo., $3.00 per car.

Note No. 2.—Railway Equipment.

Freight, Caboose or Way Car, Standard Gauge . . . . . $2.00 per car
Baggage, Mail or Express, Stand. Gauge 5.00 per car
Coach or Sleeper, Stand. Gauge . . . . . 6.00 per car
Locomotive and Tender, Stand. Gauge . 15.00 per car

Narrow Gauge Equipment, all kinds, 2c per 100 lbs.
Empty Cars, handled for repairs, $2.00 one way.

Note No. 3.—Grain, (No Minimum.)

Barley, Corn, Oats, Rye, Wheat, 1 cent per 100 lbs.

Rate applies between Brooklyn St. Burlington, Central B, Farmers, Merchants, Rogers, Mound City, Standard, St. Louis and Victoria Elevators located in St. Louis, Mo., all railroads terminating at St. Louis, all Freight Yards of the Wiggins Ferry Co. in St. Louis and Industries located thereon, and all Freight Yards located on East St. Louis Connecting Railway; The Union, Advance, East St. Louis, The Belt, Crescent, Traders and Kehlor Elevators, Industries located on East St. Louis Connecting Railway, and all Railroads terminating at East St. Louis, Ill.

Note No. 4.—Hay.

Between all connecting railroads terminating at St. Louis, Mo., and all connecting railroads terminating at East St. Louis, Ill., minimum 25,000 lbs., 2c per 100 lbs.

Between Mississippi Valley Hay Storage Co., at Branch St., St. Louis, Mo., and all connecting railroads terminating at East St. Louis, Ill., $5.00 per car.

Between all connecting railroads terminating at St. Louis, Mo., and the Union Warehouse, or Belt Warehouse, East St. Louis, Ill., $5.00 per car.

Between Mississippi Valley Hay Storage Co., St. Louis, Mo., and Union Warehouse, or Belt Warehouse, East St. Louis, Ill., $5.00 per car.

Note No. 5.—Coal, Bituminous.

Destined to this Company's yards, and industries in St. Louis, Mo., located on switches connected with its tracks in St. Louis, Mo., 1½c per 100 lbs.

Destined to industries and tracks in St. L., I. M. & S. yards, St. Louis, Mo., to and north of Delore St., 1½c per 100 lbs.

Destined to industries and tracks in Wabash (West) yards, St. Louis, Mo., to and south of Luther Ave., 1½c per 100 lbs.

Destined to industries and tracks in Mo. Pac. Ry. yards, St. Louis, Mo., to and including Cheltenham, 1½c per 100 lbs.

Destined to industries and tracks in St. L., K. & N. W. yards within switching limits in St. Louis, Mo., 1½c per 100 lbs.

Destined to connecting lines for points beyond switching limits in St. Louis, Mo., 1c per 100 lbs., minimum 40,000 lbs.

For Railway Co.'s use, 1c per 100 lbs.; no minimum.

Chain of Rocks.

Rules Governing the Handling of Traffic Under this Schedule.

Rule No. 1.—Minimum charges, unless otherwise noted:

The minimum car load weight on all commodities charged for at 2c per 100 lbs. will be 25,000 lbs.

The minimum car load weight on all commodities charged for at 1½c per 100 lbs., will be 30,000 lbs.

The minimum car load weight on all commodities charged for at 1¼c per 100 lbs. will be 36,000 lbs., except as noted.

The minimum car load weight on all commodities charged for at 1c per 100 lbs. will be 50,000 lbs., except as noted.

Rule No. 2.—The National Stock Yards charge of ($1.00) one dollar per car for trackage on all business to or from industries located on its tracks must be added to above rates.

Rule No. 3.—No loaded car will be received by these Companies unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made, should be designated on way-bill.

Rule No. 4.—Rules of the Central Car Service Association will apply on car load freight delivery on the tracks of these Companies.

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St. Louis Transfer Railway Co. Switching Tariff.

(The St. Louis Levee Belt Line.)

Connecting the Missouri, Kansas & Texas; St. Louis, Keokuk & Northwestern (Burlington Route); Wabash Railroads; St. Louis Merchants Bridge Terminal; Wiggins Ferry Car Transfer (North Incline), with the Missouri Pacific and St. Louis, Iron Mountain & Southern Railroads; Wiggins Ferry Car Transfer (South Incline); also with the Wiggins Ferry Co. yards at

Grand Ave., Bremen Ave., Branch St., North Market St., Mound St., Lewis St. on the north, and Chouteau Ave., Miller St., Carroll St., Lesperance St., Barton St., Anna St., Dorcas St. on the south, and all industries located on its line. (See pages 9 and 10 for industries.)

Switching Tariff and Rules.

Between all Switches North of Biddle Street and—

	Per car
Wabash R. R.	$1.00
St. Louis Merchants Bridge Terminal	1.00
St. L., K. & N. W. (Burlington Route)	1.00
M., K. & T. Ry.	1.00
St. L, I. M. & S. Ry.	2.00
Missouri Pacific Ry.	2.00
All Switches south of Almond St.	2.00

Between all Switches South of Almond Street and—

	Per car
St. L., I. M. & S. Ry.	$1.00
Missouri Pacific Ry.	1.00
Wabash R. R.	2.00
M., K. & T. Ry.	2.00
St. L., K. & N. W. Ry. (Burlington Route)	2.00
St. Louis Merchants Bridge Terminal	2.00
All Switches north of Biddle St.	2.00

*Between Wabash; St. Louis, Keokuk & Northwestern; Missouri, Kansas & Texas; Merchants Bridge Terminal Railroads terminating at North St. Louis, and St. Louis, Iron Mountain & Southern and Missouri Pacific Railroads, terminating at South St. Louis, $1.50 per car.

*See Rule 8.

Rule No. 1.—The rates quoted above apply on loaded cars only and include the handling of empty car to or from industry or connecting railroad.

Rule No. 2.—Empty Freight cars for repairs will take New equipment rates one way.

Rule No. 3.—New Equipment; Freight Cars, $1.00 each; Passenger, Baggage and Mail Cars, $2.00 each.

Rule No. 4.—Locomotives (dead or under steam), $5.00 each.

Rule No. 5.—All loaded cars must be accompanied with a regular way-bill showing consignee and final destination.

Rule No. 6.—All cars are subject to rules of Central Car Service Association.

Rule No. 7.—A charge of $2.00 per car will be made on all cars reconsigned from this Company's tracks, except on cars destined to points east of the Mississippi River via Wiggins Car Transfer.

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EAST ST. LOUIS CONNECTING RAILWAY CO.

(The East Side Belt Line.)

Connecting all Railroads Terminating at East St. Louis, Ill.

Connecting Railroads.—Toledo, St. Louis, & Kansas City; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio, Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Louisville, Evansville & St. Louis Consolidated; Chicago, Peoria & St. Louis R. R. of Illinios; Terminal R. R. Association (Eads Bridge); Merchants Bridge Terminal; East St. Louis & Carondelet (Conlogue) National Stock Yards; St. Louis, Peoria & Northern; St. Louis, Chicago & St. Paul (Bluff Line); St. Louis, Belleville & Southern (Illinois Central).

SWITCHING TARIFF AND RULES.

Between all railroads terminating at East St. Louis, and

All connecting railroads—$1.50 per car, $2.00 per passenger coach, $5.00 per locomotive.

East St. Louis Water Works—½ cent per 100 lbs. No car less than $2.00.

East St. Louis Compress—½ cent per 100 lbs. Minimum $1.50 per car.

River Coal Dump—$1.50 per car.

St. Louis Hay & Grain Co. (Union Warehouse)—½ cent per 100 lbs. Minimum $1.50 per car.

East St. Louis Ice & Cold Storage Co.—½ cent per 100 lbs. Minimum $1.50 per car.

Exporters' Warehouse—½ cent per 100 lbs. Minimum $1.50 per car.

The Belt Warehouse and Elevator.—½ cent per 100 lbs. Minimum $1.50 per car.

Kehlor Mills and Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

Crescent Elevator (Now Traders Elevator)—½ cent per 100 lbs. Minimum $1.50 per car.

Union Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

The Belt Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

Traders Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

*Whittaker's Packing House, National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.

Donk Bros. Coal & Coke Co., Jumbo track—½ cent per 100 lbs. Minimum $1.50 per car.

*Swift & Company, National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.

*Nelson Morris & Co., National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.

East St. Louis Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

Advance Elevator—½ cent per 100 lbs. Minimum $1.50 per car.

Bridge Air Compressor—½ cent per 100 lbs. Minimum $1.50 per car.
Tudor Iron Works—½ cent per 100 lbs. Minimum $1.50 per car.
Chas. Pope Glucose Co.—½ cent per 100 lbs. Minimum $1.50 per car.
*National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.
*Chicago Packing & Prov. Co., National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.
*Empire Carbon Works, National Stock Yards—½ cent per 100 lbs. Minimum $1.50 per car.
East St. Louis Connecting Ry., Team Track Delivery—½ cent per 100 lbs. Minimum $1.50 per car.
Union Warehouse (St. Louis Hay & Grain Co.)—½ cent per 100 lbs. Minimum $1.50 per car.

*See Rule 8.

River dump on the line of the East St. Louis Connecting Railway for river coal.

Re-Icing and Cold Storage House.—Located at East St. Louis on the line of the East St. Louis Connecting Railway, established for the re-icing of refrigerator cars in transit. Fully equipped to give prompt and efficient service at all times. Write for re-icing rates.

The cold storage house has capacity for 50 carloads, and is available at all seasons of the year for the storage or transfer of perishable freight.

Rule 1.—The rates quoted above apply on loaded cars only and include the handling of empty cars to or from Industry or Connecting R. R.

Rule 2.—Empty freight cars for repairs will take New Equipment rates one way.

Rule 3.—All loaded cars must be accompanied with a regular way-bill showing consignee and final destination.

Rule 4.—All cars are subject to rules of the Central Car Service Association.

Rule 5.—A charge of $2.00 per car will be made on all cars reconsigned from this company's tracks, except on cars destined to points west of the Mississippi River via Wiggins Car Transfer, except on coal and ice, which will be $1.00 per car.

Rule 6.—All orders for empty cars should be placed with agents.

Rule 7.—This Company does not accept charges on cars from connecting railroads, handled for switching revenue only.

Rule 8.—On all cars loaded with dead freight to or from industries located at the National Stock Yards add $1.00 per car for National Stock Yards trackage.

The following industries in St. Louis are located on the St. Louis Transfer Railway:

Business for these firms should be delivered to Wiggins Ferry Company Car Transfer at East St. Louis. No extra switching charges for delivery in freight yards or to private sidings connected with this company's tracks.

Ackerman, Henry .....Lesperance St.
Alt, Henry Jr .....Carroll St.
Alton Box Co. (Wabash, if so billed).....Branch St.
American Brewing Co. .....Barton St.
American Rattan Works. .....Lesperance St.
American Preserving Co. .....Chouteau Ave.
American Refrigerator Transit Co.....
.....Barton St., West Belt track, if lumber
American Roofing Co. .....Chouteau Ave.
American Hardwood Lumber Co. . . .North Market St.
Anthony & Kuhn .....Barton St.
Arp & Co., F. .....Lesperance St.
Arsenal Brewery .....Barton St.
Aude Furniture Co (Load at Mound St.)....
.....North MarketSt.
Abbott & Gamble .....Branch St.

American Sugar Ref. Co. .....Lewis St.
Banner Buggy Co. .....Chouteau Ave.
Barrett Mfg. Co. .....Chouteau Ave.
Baxter, C. O. .....Barton St.
Beltz & Co., J. H. .....Dorcas St.
Berry-Horn Coal Co., Cement.....North Levee.
Behrens & Co., H. J. .....Bremen Ave.
Boehmer Coal Co. ....Branch St. & Wabash, West.
Boecker, Anthony .....Lesperance St.
Bohn Lumber Co. .....Carroll St.
Bradbury Marble Co. .....Chouteau Ave.
Braun, J. A. .....North Market St.
Brecht, G. V. Butcher Supply Co.....Mound St.
Brueckman, Geo. .....Chouteau Ave.
Bridge & Beach Mfg. Co. .....Chouteau Ave.
Buckland & Co., J. A. .....Chouteau Ave.
Bushnell & Co., D. I. .....Levee
Brooklyn Street Elevator .....Mound St.
Bremen Brewery. .....Bremen Ave.
Central Planing Mill Co. .....Mound St.
Carlisle, David .....Chouteau Ave.
Chandler, Kelly R. (E. St. Louis should ask
consignee for disposition N. Market & Lesperance
Charter Oak Stove & Range Co. .....Lewis St.
Christopher & Simpson .....Chouteau Ave.
Clapp, B. P., Ammonia Co. .....Chouteau Ave.
Commercial Electric Supply Co. .....Levee
Consumers' Brewing Co. .....Barton St.
Crescent Planing Mill Co. .....Branch St.
Darlington & Co., E. R. .....N. Market St.
Diedrich Furniture Co. .....North Market St.
De La Vergne Refrigerating Machine Co.....
.....Chouteau Ave.
Diekman Coal Co. .....North Market St.
Donk Bros. .....Dorcas St.
Driscoll, T. .....Lesperance St.
Eagle Mills (E. O. Stanard & Co.).....Dickson St.
Eau Claire-St. Louis Lumber Co. .....Barton St.
Eckhoff Furniture Co. .....Branch St.
Ehret-Warren Mfg. Co. .....Chouteau Ave.
Eisenhardt, Herman. .....Anna St.

Engelke & Feiner ..... Chouteau Ave.
Excelsior Box & Mfg. Co. ..... Branch St.
Foskett & Kissner ..... Bremen Ave.
Fraser Lubricating Co. ..... Lesperance St.
Ganahl, Fidel ..... Sidney St.
Ganahl, J. J., Lbr. Co. ..... Sidney St.
Garrels, W. Stave Co. ..... Lesperance St.
Gaus, Henry & Sons. ..... North Market St.
Gestring Wagon Co. ..... Mound St.
Gettys & Son, W. P. ..... Chouteau Ave.
Globe Iron & Foundry Co. ..... Victor St.
Goddard, E. F. M. Co. ..... Chouteau Ave.
Goetz & Co., C. W. ..... Anna St.
Goetz & Co., C. W. ..... Branch St.
Great Western P. M. Co. ..... Anna St.
Grasselli Chemical Co ..... Branch St.
Green Tree Brewery Co ..... Barton St.
Graham Paper Co. ..... Mound St.
Gruner & Bro., P. (Cars from I. M. go to Angelica St., unless otherwise ordered.)
Gruner & Bro., P. ..... Mound St.
Grant, J. C., Mfg Co. ..... Levee.
Hafner & Lothman Mfg Co. ..... Dock St.
Hager & Sons Mfg. Co. ..... Victor St.
Hallett, W. H. ..... North Market St.
Hall & Brown Machine Co. ..... Mound St.
Harris Mfg. Co. Lloyd G. ..... Victor St.
Harnett Lumber Co. ..... North Market St.
Hartman, E. (Mark Choutean Ave., if so billed) ..... Lesperance St.
Heim, Fred. ..... Carroll St.
Heitzberg Pkg. Co. ..... Branch St.
Heller & Hoffman ..... Mound St.
Heller Lbr. Co., M. J. ..... N. Market St.
Herman & Koenitzer C. L. Co. ..... Angelica St.
Hewitt & Co., J. J. ..... North Market St.
Hirsch & Sons, Cal. ..... Barton St.
Home Brewing Co. (Mark coal to I. M. & S. unless otherwise ordered.) ..... Barton St.
Huse & Loomis Ice Co. ..... Barton St.
Huse & Loomis Ice Co. ..... Lewis St.

Hutchinson & Sons, Jas .....Lewis St.
Hutchinson, G. H. .....Lewis St.
Municke, R. .....North Market St.
Hyde Park Brewery .....Branch St.
Home Cotton Mills Co. .....Barton St.
Joy Bros. & Co. .....Branch St.
Keller & Tamm Mfg. Co. .....Victor St.
Kingsland, L. D. .....Mound St.
Klauber & Sons, A. .....Chouteau Ave.
Klauber, B. .....Lesperance St.
Koerner-Buder Lumber Co.. .....Barton St.
Koenig Lumber Co. .....Branch St.
Kessler A. & Sons .....Branch St.
Laclede Gas Light Co., Sta. A. .....Chouteau Ave.
Laclede Gas Light Co., Sta. B. .....Mound St.
Laclede Gas Light Co. (Electric Dept.)..Mound St.
Ladengerger, C. .....Barton St.
Larkin & Scheffer .....Louisa St.
Lasher, R. E. .....Anna St.
Leschen & Sons Rope Co., A. (Wire rope to be delivered on levee; wire at Gruners, sw. Wabash.
Liebke, C. F. .....Hafners sw. Dock St.
Logeman, F. H., Chair Co. .....North Market St.
Luedinghaus-Espenschied Wagon Co. ....Mound St.
Luehrmann, C. F. (Mark all lbr. to West Belt track.) .....Carroll St.
Luehrmann, C. F. .....North Market St.
Luking, J. F. .....Mound St.
Luke, William, Coal .....Bremen Ave.
Little & Borrowman Lbr. Co. (If empty to load.) .....Lesperance St.
Marting, G. H. .....North Market St.
McAllister & Co. .....Mound St.
McDonald, G. C. .....Miller St.
McMillion Lumber Co., G. W. .....N. Market St.
McPheeters Warehouse. .....Biddle St.
Meagher & Co., Jas .....Mound St.
Mepham & Klein .....Sidney St.
Meyer & Meinhardt .....Lesperance St.
Michael, John .....North Market St.

Mississippi Glass Works .....Angelica St.
Mississippi Glass Works .....Douglass St.
Mississippi Valley Hay Storage Co.....
.....Branch St. or St. L., K. & N. W.
Mound City Packing Co. .....Branch St.
Missouri Cotton Batting Co. .....Barton St.
Mound City Paint & Color Co..Mound St. & Wab. U. D.
Mound City Distilling Co. .....Barton St.
Mound City Can Co. .....Branch St.
Mound Coffin Co. .....North Market St.
Mound City Elevator. .....Branch St.
Moss Tie Co., T. J. .....Mound St.
Mullally, Jno. .....North Market St.
Muren Coal & Ice Co., J. C. ....Anna St. & Wabash
Mullanphy Mfg. Co. .....Mound St.
Nedderhut P. & P. Co. .....Chouteau Ave.
Nixdorf & Krein .....Mound St.
National Conduit Co. .....Branch St.
National Ammonia Co. .....Mound St.
Obert, L. .....Barton St.
O'Brien Boiler Works, Jno. .....Mound St.
Paramore Investment Co. .....Bremen Ave.
Pauley Jail Building & Mfg. Co. .....Barton St.
Peters Furniture Co. .....Mound St.
Phoenix Carbon Co. .....Lesperance St.
Pickel Marble & Granite Co. .....North Market St.
Pioneer Cooperage Co. .....Lesperance St.
Pleitner, H. W. .....North Market St.
Plumber-Benedict Lbr. Co. .....North Market St.
Plummer Mfg Co. .....Mound St.
Plueger & Henger .....Branch St.
Poorman Box Co. .....Mound St.
Prunty, C. E. .....Levee.
Ravenswood Distilling Co. .....Mound St.
Richardson, W. H. .....North Market St.
Richards, Wm .....Carroll St.
Riddle, Rehbein & Co.. .....North Market St.
Riddle & Bro., F. C. .....North Market St.
Rogers Salt Co. .....Levee.
St. Louis Sanitary Co. .....Hall & Wright Sts.
St. Louis Water Works .....Grand Ave.

St. Louis Paper Box Co. .....Levee.
St. Louis Ammonia & Chemical Co..Chouteau Ave.
St. Louis Coal Tar Co. .....Chouteau Ave.
St. Louis Steam Forge & Iron Works.....Miller St.
St. Louis Wood Pump Co. .....Lesperance St.
St. Louis Box Factory .....Chouteau Ave.
St. Louis Machine & Oil Co. .....Lesperance St.
St. Louis Woodenware Co. .....Anna St.
St. Louis Manufacturing Co. .....Mound St.
St. Louis Sash & Door Works .....Dock St.
St Louis Car Co. (Unless ordered St. L., K. & N. W. .....Branch St.
St. Louis Edible Nut Co. .....Levee.
St. Louis Screw Co. .....Branch St.
Saxony Mills .....Chouteau Ave.
Schaeffer Bros. & Powell .....Barton St.
Schapperkoetter, Wm. .....North Market St.
Schapperkoetter, Henry .....North Market St.
Schultz Belting Co. .....Barton St.
Schulte, G. J. .....North Market St.
Schroeter Coal Co. (Mark I. M. & S. if billed Lemp's sw.) .....Chouteau Ave.
Schofield, Shurmer & Teagle .....Ferry St.
Schnelle & Querle .....Angelica St. & Wab. West.
Servoss, H. Lee .....Bremen Ave.
Sessinghaus Milling Co. .....North Market St.
Sharp, Jas. & Co. .....Chouteau Ave.
Skellett Coal Co. .....Branch St.
Smith, F. H. & Co. .....North Market St.
Southern Cooperage Works. (If empty to load.) .....Victor St.
Stanard Milling Co., E. O. .....Dickson St.
Star Bucket & Pump Co. .....Levee.
Steele & Hibbard .... Branch & North Market Sts.
Stewart & Co., Alcee .....North Market St.
Stifel & Ruckert .....Barton St.
Strifler & Wehinger .....North Market St.
Strifler, D. O. .....North Market St.
Stupp Bros. Bridge & Iron Co.....Lesperance St.
Tiger Tail Mill & Land Co. .....North Market St.
Trump Lumber Co. .....Bremen Ave.

Union Sand Co. ..... Mound St.
Union Cooperage Co. ..... Angelica St.
Union Storage Co. ..... Mound St.
U. S. Steam Mills.. ..... Chouteau Ave.
United Salt Co. ..... Levee.
Victoria Mills ..... Mound St.
Virden & Co., S. ..... North Market St.
Waldstein Lumber Co. ..... Chouteau Ave.
Warren, M. W. ..... Chouteau Ave.
Warren, Jones & Gratz ..... Chouteau Ave.
Warner, E. H. ..... Carroll St.
Weber & Damme ..... Mound St.
Weber Moulding Co., J. R. ..... Mound St.
Western Fdy. & Sash Weight Co. ..... Miller St.
Wellspot, C. H. W. ..... Branch St.
Wellhoener, J. G. ..... Branch St.
Yocum & Kacer Mfg. Co. ..... Lesperance St.

The following industries on railroads connecting with and adjacent to St. Louis Transfer Railway are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities, except bituminous coal, and grain to or from elevator named in tariff.

ST. LOUIS, KEOKUK & NORTHWESTERN RY. CO., AND MISSOURI, KANSAS & TEXAS RAILWAY CO.

Burlington Elevator; Carson-Rand Lumber Co.; Fulton Iron Works; Mississippi Val. Hay Storage Co.; (and St. L. T. Ry.); S. P. Shotter & Co.; Standard Elevator; Reardon Glue Co.; Rogers Elevator; St. Louis Curled Hair Co.; McEwing & Thomas; Pittsburg Plate Glass Co.; St. Louis Dressed Beef & Provision Co.; Thomas Pressed Brick Co.; Union Stock Yards; Union Stock Yards Abbatoir; St. Louis Car Co.

WABASH RAILROAD WEST (ST. LOUIS STATION.)

Alton B. and Mfg Co.; American Brake Co.; Barrett Packing Co.; Branch Crookes Saw Works; Brode-

rick & Bascom; Brownell Car Co.; Buck Stove & Range Co.; Conrades, J. H. Chair Co.; Druhe Hardwood Lumber Co.; Duross & Olcott; Fairbanks, Morse & Co.; Farmers Elevator; Granite Iron Rolling Mills; Green Car Wheel Co.; Gruner & Bro., P. (and St. L. T. Ry.); Haas Soap Co.; Holohan, M.; Klein Coal Co. (Buchanan St.); Knapp, Stout & Co.; Kupferle, J. C. & Bro.; Laclede Car Co.; Madison Coal Co.; Mallinckrodt Chemical Co.; Martin, W. S.; Mathiason, J. B.; Mayer Mfg. Co., A. B.; Mechanics' Planing Mill Co.; Merchants' Elevator; Mississippi Glass Co. (and St. L. T. Ry.); Moon Buggy Co., J. W.; More, Jones & Co.; Morris, Nelson & Co.; Muren Coal Co., J. C. (and St. L. T. Ry.); Nolte & Dolch Mfg. Co.; North St. Louis Planing Mill Co.; Pohlman, H. C.; Quade, Henry or Sophia; St. Louis R. R. Co.; St. Louis Hide Tallow Co.; St. Louis Fuel Co.; St. Louis Oil Co.; St. Louis Elevator; St. Louis Carriage Co.; Schnelle & Querle; Souther, E. E., Iron Co.; Standard Stamping Co.; Taylor Mfg. Co.; Timkin Carriage Co.; Vornbrock Furniture Co.; Waltke, Wm.; Western Iron & Supply Co.; Willemson Belting Co.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY.

American Refrigerator Transit Co; Anheuser-Busch Brewing Assn.; Bannantine Galv. Iron Co.; Branderberger & Sons, Wm.; Busch Glass Works; Campbell Glass & Paint Co.; Cox & Gordon; Consolidated Coal Co.; Diamond Match Co.; Diefenbach, A.; Fairbanks Co., N. K.; Finck & Co., J. C.; Fuss & Backer; Ganahl Lumber Co., J. J.; Glendale Coal & Mining Co.; Heitz Glass Works; Helmbacher Forge & Roll. Mill Co.; Herf & Frerichs Chemical Co.; Johannes Lime Co., C.; Keller & Tamm; Lemp Brewing Co., W. J.; Little & Borrowman Lbr. Co.; Loy-Lange Box & Lumber Co.; Medart Patent Pulley Co.; Missouri Distilling Co.; Missouri Car & Foundry Co.; Mueller, H.; Mueller, Henry, Marine Ave.; Morris, Nelson & Co.; Mound City Cereal Co.; National White Lead Co.; Nedder-

hut, W. H. Co.; Peper Cotton Compress Co.; Plant Milling Co., Geo. P.; Pauley, A. B.; Regina Mills; Richards Iron & Storage Co., Wm.; Ruecking & Co., H.; Schroeter Coal Co.; Sligo Iron Store Co.; St. Louis Basket & Box Factory; St. Louis Cooperage Co.; St. Louis Dressed Beef Co.; St. Louis Iron & Machine Co.; St. Louis Refrigerator & W. G. Co.; St. Louis Ice Mfg. & Cold Stg. Co.; St. Louis Cotton Compress Co.; St. Louis Sanitary Co.; Standard Barrel Co.; Standard Galvanizing Works; Southern Cooperage Co.; Southern White Lead Co.; Southern Branch National White Lead Co.; Stecher Cooperage Co.; Swift Bros. & Co.; Syenite Granite Co.; Waters-Pierce Oil Co.; Work House Switch.

MISSOURI PACIFIC RAILWAY CO.

American Car Co.; Berry-Horn Coal Co.; Becker Lumber Co., A. M.; Blackmer & Post; Blumer & Kuhn Stair Co.; Brown Oil Co., R. B.; Bruce & Sheehan; Bruner & Co., P. M.; Crown Cereal Co.; Carthage Marble & White Lime Co.; Carthage Stone Co.; Carondelet Foundry Co.; Central Elevator, B.; Chappel & Co., W. H.; Christy Fire Clay Co.; Consolidated Coal Co.; Consolidated Steel & Wire Co.; Cupples Station; Creve Coeur Lake Ice Co.; Darlington, E. R., Lumber Co.; Evans & Howard; Edison Illuminating Co.; Excelsior Granite Co.; Eyermann & Schmolz; Ganahl, E.; Glencoe Lime & Cement Co.; Grant Quarry Co.; Goetz Quarry Co.; Goetz & Co., C. W.; Harry, C. K. Steel Works; Goodwin Mfg. Co.; Hill & Co., R. T.; Holscher, P.; Huttig Sash & Door Co.; Hydraulic Press Brick Co.; Kalter & Co., A.; Koken Iron Works; Laclede Fire Brick Co.; Liggett & Myers Tobacco Co.; Lindell St. Railway; Lohse Patent Door Co.; Milne & Gordon; Miller Grain & Elevator Co.; Missouri G. & E. Co.; Missouri Fire Brick & Clay Co.; Missouri Stair Co.; Missouri Smelting Co.; Missouri Brick Works; Mineral Wool Co.; Muegge, C. F. A.; Mitchell Clay Mfg. Co.; Municipal Elec. Light & Power Co.; Niggerman, A. & Co.; National Brew. Co.; O'Neil Lumber Co.;

Osborne & Co., D. M.; Parker & Russell M. & M. Co.; Pickel, Geo. & Co. Bro.; Pickel Stone Co.; Peerless Feed & Milling Co.; Quinlivan & Bro., Jas F.; St. Louis Hay Exchange Ware H. No. 2; St. Louis Cut Stone Co. (Theresa Ave.); St. Louis Adamant Plaster Co.; St. Louis Car Wheel Co.; St. Louis Iron Wire & Expanded Metal Co.; St. Louis Dressed Beef & Prov. Co.; St. Louis Smelting & Ref. Co.; St. Louis Radiator Co.; St. Louis Lead & Oil Co.; Shickle, Harrison & Howard; Snelling Bros.; Tamm Bros. Glue Co.; Tester, W. H.; Thorp, Jacob; Thorn & Hunkins Lime & Cement Co.; Trinidad Asphalt Co.; Waters-Pierce Oil Co.; Winkle Terre Cotta Co.

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The following industries in East St. Louis are located on the East St. Louis Connecting Railway.

Business for these firms should be delivered to Wiggins Ferry Company Car Transfer at St. Louis. No extra switching charges for delivery.

Advance Elevator; The Belt Warehouse No. 1; The Belt Elevator; Crescent Grain & Elevator Co., East St. Louis Elevator; Paddock-Hawley Iron Co.; Traders Elevator; East St. Louis Water Works; East St. Louis Cotton Compress; East St. Louis Ice & Cold Storage Co.; Exporters' Warehouse; St. Louis Hay & Grain Co.; Kehlor Milling Co.; Tudor Iron Works; Pope Glucose Works, Chas.; Union Elevator Co.; Union Warehouse.

The following industries on railroads connecting with and adjacent to East St. Louis Connecting Railway, are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities.

LOUISVILLE, EVANSVILLE & ST. LOUIS CONSOLIDATED R. R. CO.

Carson, E. H.; Chicago Mineral Mining Co.; East St. Louis Lumber Co.; East St. Louis Elec. Railway Co.; Hezel Milling Co.; Hill, W. H., Lime & Cement Co.; Kingman & Co.; Missouri Malleable Iron Co.;

Myers, M. E. & Co.; St. Clair Planing Mill Co.; St. Louis Syrup Refining Co.; Star Elevator; Trojan Car Coupler Co.; O'Bear-Nester Glass Works; Ills. Mineral Co.; Maurer Lumber Co., Jos. A.

VENICE & CARONDELET RY.

Murphy Manufacturing Co.; Hirsch, Cal & Son; Heims Brewing Co.; Gray, C. L.; Western Forge & Rolling Mill; Mo. Wire & Nail Co.

BALTIMORE & OHIO SOUTHWESTERN RAILWAY CO.

Consolidated S. & Wire Co.; Geo. B. Abbott

NATIONAL STOCK YARDS TRACKS.

Add $1.00 National Yards trackage to regular transfer rate on dead freight only.

Allerton's Sheep Barns; Chicago Pack. & Prov. Co.; Empire Carbon Works; Morris, Nelson & Co.; River Rendering Works; Swift & Co.

EAST ST. LOUIS & CARONDELET RY.

Anderson Const. Co.; American L. & O. Oil Co.; Deering & Co., Wm.; Contractors' Material Co.; Elliott Frog & Switch Co.; Horn, B. F.; McCormick Harvesting Co.; Hill, Wm. H. & Co.

CHICAGO & ALTON RY. CO.

Venice Elevator.

LOUISVILLE & NASHVILLE RAILWAY CO.

East St. Louis Elec. Ry. Co. Car Sheds; Missouri Moline Plow Co.; East St. Louis Elec. Lt. & Power Co.; East St. Louis Transfer & B. Co.; Contractors Material Co.; Horn, B. F.; Springmeyer Cooperage Co.

VANDALIA LINE.

Consolidated Steel & Wire Co.; Smith, Carr & Bro.; Security Warehouse; Myers, M. E. & Co.; Todd, Stanley Mill Furnishing Co.

ILLINOIS CENTRAL R. R.

(The remainder of this page of schedule is torn out.)

(On the back cover of this schedule is printed a map of Wiggins Ferry Co., East St. Louis Connecting Ry., St. Louis Transfer Ry. and connections.)

I. C. C. No. 4. Wiggins Ferry Co. St. Louis Transfer Ry. Co. East St. Louis Connecting Ry Co. Schedule of rates No. 12. Car transfer and switching.

Issued December 21, 1901. To I. C. C. December 21, 1901. In effect January 1, 1902.

Subject to change without other notice than required by law. Supersedes all former tariffs, supplements and amendments thereto.

For connecting railroads, freight yards and elevators, see page 2.

For industries see pages 11, 12, 13, 14.

For transfer rates and rules see pages 3, 4, 5, 6.

For St. Louis Transfer Ry. Co. rates and rules see pases 7 and 8.

For East St. Louis Connecting Railway Co., rates and rules, see pages 9 and 10.

For further information as to facilities, etc., apply to

Geo. Hendricks, Cashier and Ticket Agent, No. 920 Security Building, St. Louis, Mo.

H. E. Watkins, Agent, Foot of Mound St., St. Louis, Mo.

H. W. Christy, Agent, Foot of Miller St., St. Louis, Mo.

W. T. Hickman, Contracting Agent, No. 920 Security Building, St. Louis, Mo.

C. J. Snell, Freight & Ticket Agent, East St. Louis, Ill.

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D. M. Houghtlin, Jr., General Agent, Freight Department, Room 923 Security Building, St. Louis, Mo.
Or to Geo. L. Sands, Manager, General offices, rooms Nos. 910 to 923 Security Building, St. Louis, Mo.

Rates named in this schedule for car transfer are between railroads terminating at St. Louis, freight yards, elevators and industries in St. Louis, Mo, viz.:

Railroads—Wabash; St. Louis, Keokuk & Northwestern (Burlington Route); Missouri, Kansas & Texas; Missouri Pacific; St. Louis, Iron Mountain & Southern; St. Louis & San Francisco; St. Louis Merchants Terminal; Terminal Railroad Association; St. Louis, Kansas City & Colorado R. R. (St. Louis Line.)

Freight Yards.—Douglass St.; Angelica St.; Bremen Ave.; Branch St.; North Market St.; Mound St.; Lewis St. between Florida and Ashley Sts.; Dickson St.; O'Fallon St.; Chouteau Ave.; Miller St.; Carroll St.; Lesperance St.; Barton St.; Anna St.; Dorcas St.; covered platform at Mound St., for loading furniture.

Elevators.—Brooklyn St.; Burlington; Central "B"; Farmers; Merchants; Rogers; Mound City; Victoria.

Industries.—See pages Nos. 11, 12 and 13.

And railroads terminating at East St. Louis, freight yards, elevators and industries in East St. Louis, Ill., viz.:

Railroads.—Chicago, Peoria & St. Louis R. R. of Illinois (Bluff Line); Toledo, St. Louis & Western (Clover Leaf); Wabash; Chicago, Burlington & Quincy (Burlington Route); Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute (Pennsylvania Line); Louisville and Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Southern Railway (L., E. & St. L.); St. Louis, Troy & Eastern; Terminal Railroad Association; St. Louis Merchants Terminal; East St. Louis & Carondelet (Conlogue); National Stock Yards.

Elevators.—Union; Advance; East St. Louis; Montgomery "B."; Kehlor; The Belt; Traders; Columbia.

Freight Yards.—Front and Winter Sts.; Front and Mulliken Ave.; Front St. and Bogy Ave.; Front and Pratt Sts.; Sandy Hook Stock Pens, River Front.

Industries.—See page No. 14.

Switching.—East St. Louis Connecting Railway performs switching service between all connecting railroads, and industries, and elevators, and freight yards on its line in East St. Louis, Ill.

Switching.—St. Louis Transfer Railway performs switching service between all connecting railroads and industries, and elevators, and freight yards located on its lines in St. Louis.

Lighterage.—Single track barge, capacity 6 cars, Tug "S. C. Clubb." At regular schedule car transfer rates between connecting railroads, freight yards, elevators and industries named in St. Louis and East St. Louis, and boats and barges landing south of North Market St. and north of Carroll St. in the harbor of St. Louis.

Re-Icing and Cold Storage Houses—The East St. Louis Ice and Cold Storage Co., located on line of East St. Louis Connecting Railway, and the St. Louis Refrigerating and Cold Storage Company, location on line of the St. Louis Transfer Railway, are prepared to re-ice refrigerator cars in transit and fully equipped to give prompt and efficient service at all times.

The cold storage houses are available at all seasons for the storage or transfer of perishable freight.

Coal Dump.—Located in East St. Louis, on River front, on line of East St. Louis Connecting Railway. Rate $1.50 per car.

Sandy Hook Stock Yards.—Located on East St. Louis Connecting Railway. For the handling of stock from river points, by boat, destined to National Stock Yards or to connecting railroads, terminating at East St. Louis, Ill.

WIGGINS FERRY COMPANY CAR TRANSFER.

River Equipment.

Steamer Geo. A. Madill, double track, capacity 16 cars
Steamer Henry Sackman, double track capacity 14 cars
Barge A. B. Chamberlain, single track, capacity 6 cars
Tug S. C. Clubb .....

CAR TRANSFER RATES.

Freight, in car load to one consignee, when loaded or unloaded by owner, minimum 25,000 lbs. 2 cents per 100 lbs., except as noted below and subject to the rules following:

Commodity—	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Atlas Powder, same as Powder	
Axes, Adzes and Hatchets	1½
Bark, Spent, Minimum 40,000 lbs	1
Bark	1½
Barrels and Boxes, empty	1½
Barley	See Note 3.
Barytes, Minimum 40,000 lbs.	1
Basket Material	1½
Bituminous Rock.	1
Box Stuff	1½
Blinds.	1½
Bran, Minimum 30,000 lbs.	1
Brick, Minimum 40,000 lbs.	1
Brooms, no Minimum	2
Bones	1½
Bone Black	1½
Canned Goods, no Minimum	2
Carbonite	1½
Carriers and Trays, empty returned	$3.00 per car
Cartridges, Loaded Shells	1½
Castor Beans	1½
Cement	1½
Chair Timber	1
Charcoal, Minimum 20,000 lbs.	2

Cinders, Minimum 30,000 lbs. 1
Cinders, Mill 1
Cracklings, (Soap Stock) 1½
Clay, Minimum 40,000 lbs 1
Crackers, no Minimum 2
Coal, Bituminous ..... See Note 5.
Coal, Anthracite 1½
Copper Matte 1½
Coke 1½
Copperas 1½
Corn. ..... See Note 3.
Cotton, no Minimum 2
Cotton, Waste, in bales, no Minimum 2
Cotton Seed Hulls 1½
Cullet (Broken Glass) 1½
Coffee, no Minimum 2
Corn, Meal, Minimum 30,000 lbs. 1
Doors. 1½
Drain Tile, Minimum 32,000 lbs. 1¼
Dynamite, same as Powder.
Earthenware, N. O. S., no Minimum 2
Fish, no Minimum 2
Feldspar. 1½
Fertilizer. 1½
Facings, Foundry Coal or Plumbago 1½
Fireworks, same as Powder.
Flax Seed 1½
Flour, Minimum 30,000 lbs. 1
Glassware, N. O. 8, no Minimum 2
Glucose, refuse 1½
Grits, Minimum 30,000 lbs. 1
Grain, no Minimum ..... See Note 3.
Grains, Dried, Minimum 30,000 lbs 1
Granite, finished. 2
Gravel, Minimum 40,000 lbs. 1
Grindstones. 1½
Granite, Crushed or uncrushed wrought. 1
Granite Paving Blocks 1¼
Handles, Wood 1½
Heading 1½
Hay. ..... See Note 4.

Hoops and Hoop Poles 1½
Hides, no Minimum 2
Ice. 1
Iron Scrap 1¼
Iron—Merchants, Hatches, Anvils, Band, Bar, Beam, Sheet, Plate Rod, Wire, Axes, Adzes, Chain, Bolts, Nuts, Spikes, Wheels, Axes, Nails, Structural, Horse Shoes and Nails, Cotton Ties, Plain Castings, Pig, Car Spring, Pipe, Vises, Picks, Rails and Fastenings.... 1½
Junk 1½
Jute Butts, no Minimum. 1½
Laundry Tubs (Earthen), Minimum 20,000 lbs.... 2
Lime. 1½
Live Stock ..... See Note 1.
Lumber and Lath 1½
Logs. 1¼
Mill Cinder 1
Malt, Minimum 30,000 lbs. 1
Malt Flake, Minimum 24,000 lbs 1½
Malt Sprouts 1½
Malt Sprout, refuse, no Minimum 1½
Machinery, old, returned to maker for repair .... Half Tariff Rate
Manure, Minimum 30,000 lbs 1
Marble, unwrought 1½
Marble, planed, sawed, cut or finished. 2
Mazone. 1½
Mineral Water, in tank cars 1½
Mill Feed, Minimum 30,000 lbs. 1
Molasses, no Minimum 2
Novaculite, Minimum 40,000 lbs. 1
Oats. ..... See Note 3.
Oil N. O. S. 1½
Oil Cake and Meal 1½
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Oil, Oleo and Lard 2
Paper Stock 1½
Paving Blocks (Granite) 1¼
Piling 1½

Pitch 1½
Plaster 1½
Poles and Posts 1½
Powder, between connecting railroad, minimum 20,000 lbs. 4
Powder not taken for City Delivery.
Railway Equipment . . . . . See Note 2.
Rails and Fastenings. 1½
Roofing, Felt 1½
Roots, Minimum 30,000 lbs. 1½
Rice and Rice Meal, Brewers' Minimum 40,000 lbs. 1
Rye. . . . . See Note 3.
Rice, no Minimum 2
Rosin 1½
Salt and Salt Cake 1½
Sand, Minimum 40,000 lbs. 1
Sash 1½
Sawdust and Shavings 1¼
Seed 1½
Screenings & Ship Stuff, Minimum 30,000 lbs. 1
Sewer Pipe, Minimum 32,000 lbs 1¼
Shingles. 1½
Shooks 1½
Slag. 1
Soap Lye, in tanks 1½
Soap Stock 1½
Soda and Soda Ash 1½
Straw . . . . . $4.00 per car.
Strawboard 1½
Staves and Stave Bolts 1½
Stone, Ornamental. 2
Stone, planed, sawed or cut, dressed or rough dressed 1½
Stone, rip-rap, rubble, crushed, rough blocks, unwrought foundation. 1
Sulphate of Ammonia 1½
Screenings, Minimum 30,000 lbs. 1
Ship Stuff, Minimum 30,000 lbs 1
Sugar, no Minimum 2
Sugar, Crude Grape 1½
Tar 1½

Tobacco Stems 1½
Tobacco, all kinds, no Minimum 2
Tank Cars (all freight, N. O. S.) 1½
Tile, Roofing, Conduit, Drain and Building, minimum 32,000 lbs 1¼
Ties, R. R., no Minimum 1
Tripoli 1½
Transcontinental freight, no Minimum, (regardless of classification.) 2
Terre Cotta 1¼
Tin and Tin Plate 1½
Wagon Wood (in the rough), Hubs, Spokes and Axles. 1½
Wagon Skeins 1½
Wood, for fuel, Minimum 40,000 lbs. 1
Wool, no Minimum 2
Whiting 1½
Wheat. .....See Note 3.
Wet Food. .....$4.00 per car.
Zinc Skimmings 1¼
Zinc Oxide. 1½

NOTE NO. 1.—LIVE STOCK.

Between connecting railroads terminating at St. Louis, Mo., and connecting railroads or National Stock Yards, East St. Louis, Ill. Man in charge, free; no return passes.

One Animal .....$3.00 per car
Two or more Animals ..... 4.00 per car

Race horses and fair stock, with feed and trappings $5.00 per car.

Live stock returned to St. Louis from National Stock Yards for slaughter in St. Louis, Mo., $5.00 per car.

NOTE NO. 2—RAILWAY EQUIPMENT.

Freight, Caboose or Way Car, standard gauge.. .....$2.00 per car
Baggage, Mail or Express, Standard gauge..... .....$5.00 per car

Coach or Sleeper, standard gauge.....$6.00 per car
Locomotive and Tender, standard gauge.$15.00 per car
Narrow Gauge Equipment, all kinds....2c per 100 lbs.
Empty Cars, handled for repairs .....$2.00 one way.

NOTE NO. 3—GRAIN (NO MINIMUM.)

Barley, Corn, Oats, Rye, Wheat ....1c per 100 lbs.

Rate applies between Brooklyn St., Burlington, Central B, Farmers, Merchants, Rogers, Mound City and Victoria Elevators located in St. Louis, Mo., all railroads terminating at St. Louis, all freight yards of the Wiggins Ferry Co., in St. Louis and industries located thereon, and all freight yards located on East St. Louis Connecting Railway; The Union, Advance, East St. Louis, The Belt, Montgomery B, Traders, Columbia and Koehler Elevators, industries located on East St. Louis Connecting Railway, and all railroads terminating at East St. Louis, Ills.

Transferred Through Elevators at East St. Louis.—Between connecting railroads terminating at St. Louis, Mo. (except grain loaded at elevators in St. Louis), and connecting railroads terminating at East St. Louis, Ill., via elevators located on this company's tracks at East St. Louis, to be transferred from west side cars to east side line cars, or vice versa, one cent per 100 lbs. In order to secure advantage of this rate, shipments must be billed through to connecting lines, via elevators for transfer, and same accomplished within ten days after grain is unloaded.

Transferred Through Elevators at St. Louis.—Between connecting railroads terminating at St. Louis Mo., (except grain loaded at elevators in St. Louis), and connecting railroads terminating at East St. Louis, Ill., via elevators located on this company's tracks at St. Louis, Mo., to be transferred from west side line cars to east side line cars, or vice versa, one cent per 100 lbs. minimum, $4,50 per car. In order to secure advantage of this rate, shipments must reach us billed through to connecting line, via elevator for transfer, and same accomplished within ten days after grain is unloaded.

NOTE NO. 4.—HAY.

Between all connecting railroads terminating at St. Louis, Mo. and all connecting railroads terminating at East St. Louis, Ill., 1½c per 100 lbs., minimum, $4.00 per car.

Between all connecting railroads terminating at St. Louis, Mo., and the Union warehouse, East St. Louis, Ill., 1½c per 100 lbs., minimum $4.00 per car.

NOTE NO. 5.—COAL, BITUMINOUS.

Destined to this Company's yards, and industries in St. Louis, Mo., located on switches connected with its tracks in St. Louis, Mo., 1½c per 100 lbs.

Destined to industries and tracks in St. L., I. M. & S. yards, St. Louis, Mo., to and north of Delore St., 1½c per 100 lbs.

Destined to industries and tracks in Wabash (West) yards, St. Louis, Mo., to and south of Luther Ave., 1½c per 100 lbs.

Destined to industries and tracks in Mo. Pac. Ry. yards, St. Louis, Mo. to and including Cheltenham, 1½c per 100 lbs.

Destined to industries and tracks in St. L., K. & N. W. yards, St. Louis, Mo., to and north of Bircher St., 1½c per 100 lbs.

Destined to connecting lines for points beyond switching limits in St. Louis, Mo., 1c per 100 lbs. minimum 40,000 lbs.

For railway company's use, 1c per 100 lbs.; no minimum.

RULES GOVERNING THE HANDLING OF TRAFFIC UNDER THIS SCHEDULE.

Rule No. 1.—Minimum charges, unless otherwise noted.

The minimum car load weight on all commodities charged for at 2c per 100 lbs. will be 25,000 lbs.

The minimum car load weight on all commodities charged for at 1½c per 100 lbs. will be 30,000 lbs.

The minimum car load weight on all commodities for 1½c per 100 lbs. will be 36,000 lbs. except as noted.

The minimum car load weight on all commodities charged for at 1c per 100 lbs. will be 50,000 lbs. except as noted.

Rule No. 2.—The National Stock Yard charge of ($1.00) one dollar per car for trackage on all business to or from industries located on its tracks must be added to above rates.

Rule No. 3.—No loaded car will be received by these companies unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery the freight yard or switch at which delivery is to be made should be designated on way-bill.

Rule No. 4.—Rules of the Central Car Service Association will apply on car load freight delivered on the tracks of the companies.

Rule No. 5.—Long lumber and other articles which require two or more cars for their transportation, shall be charged at actual weight of the commodity at the tariff rate, but in no case will a charge of less than the established car load minimum of one car be accepted.

Rule No. 6.—All freight taking car load rates shall be loaded and unloaded by owner.

Rule No. 7.—Agricultural implements, boilers, heavy and large machinery, and freight which requires blocking or bracing must be loaded and unloaded and safely blocked or braced by owner at his expense.

ST. LOUIS TRANSFER RAILWAY CO. SWITCHING TARIFF.

(The St. Louis Levee Belt Line.)

Connecting the Missouri, Kansas & Texas; St. Louis, Keokuk & Northwestern (Burlington Route); Wabash Railroads; St. Louis Merchants Bridge Terminal; Wiggins Ferry Car Transfer (North Incline), with the Missouri Pacific and St. Louis, Iron Mountain &

Southern Railroads; Wiggins Ferry Car Transfer (South Incline); also with the Wiggins Ferry Co. yards at Bremen Ave., Branch St., North Market St., Mound St., Lewis St., on the north and Chouteau Ave., Miller St., Carroll St., Lesperance St., Barton St., Anna St., Dorcas St., on the south, and all industries located on its line. (See pages 11 and 12 for industries.)

SWITCHING TARIFF AND RULES.

Between all switches north of Biddle Street and

	Per car.
Wabash R. R.	$1.00
St. Louis Merchants Bridge Terminal	1.00
St. L., K. & N. W. (Burlington Route)	1.00
M., K. & T. Ry.	1.00
St. L., I. M. & S. Ry.	2.00
Missouri Pacific Ry	2.00
All Switches South of Almond St.	2.00

Between all switches south of Almond Street and

	Per car.
St. L., I. M. & S. Ry.	$1.00
Missouri Pacific Ry.	1.00
Wabash R. R.	2.00
M., K. & T. Ry.	2.00
St. L., K. & N. W. Ry. (Burlington Route)	2.00
St. Louis Merchants Bridge Terminal	2.00
All Switches North of Biddle St.	2.00

Between Wabash; St. Louis, Keokuk & Northwestern; Missouri, Kansas & Texas; Merchants Bridge Terminal Railroads terminating at North St. Louis, and St. Louis, Iron Mountain & Southern and Missouri Pacific Railroads, terminating at South St. Louis, $2.00 per car.

See Rule 8.

Cold Storage House.—The St. Louis Refrigerating and Cold Storage company, located on line of St. Louis Transfer Railway, at Lewis and O'Fallon Sts., is pre-

pared to re-ice refrigerator cars in transit and fully equipped to give prompt and efficient service.

The Cold Storage House is available at all seasons of the year for the storage or transfer of perishable freight.

Re-Icing.—On cars handled between connecting railroads, re-iced at St. Louis Refrigerating and Cold Storage Co., a charge of 50c per car in addition to regular switching charge will be made.

Rule No. 1.—The rates quoted above apply on loaded cars only, and include the handling of empty cars to or from industry or connecting railroad.

Rule No. 2.—Empty freight cars, for repairs, will take New Equipment rates one way.

Rule No. 3.—New Equipment; Freight Cars, $1.00 each; Passenger, Baggage and Mail Cars, $2.00 each.

Rule No. 4.—Locomotives (dead or under steam), $5.00 each.

Rule No. 5.—All loaded cars must be accompanied by a regular way-bill showing consignee and final destination.

Rule No. 6.—All cars are subject to rules of Central Car Service Association.

Rule No. 7.—A charge of $2.00 per car will be made on all cars reconsigned from this company's tracks, except on cars destined to points east of the Mississippi River via Wiggins Ferry Transfer.

Rule No. 8.—On all car load freight between industries and yards located on St. Louis Transfer Railway Co., and from connecting railroads terminating in St. Louis and St. Louis & San Francisco, or St. Louis, Kansas City & Colorado Railroads, add $3.00 per car of 40,000 lbs. (excess at proportionate rate) to rates quoted above to cover Missouri Pacific Railway Poplar Street Switching Charge.

Rule No. 9.—All orders for empty cars should be placed with Agent.

Rule No. 10.—This Company does not accept charges on cars from connecting railroads handled for switching revenue only.

Rule No. 11.—No car billed to "Shippers Order" for delivery in yards of this Company will be received.

EAST ST. LOUIS CONNECTING RAILWAY CO.

The East Side Belt Line.

Connecting all railroads terminating at East St. Louis, Ill.

Connecting Railroads.—Toledo, St. Louis & Western; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Baltimore & Ohio Southwestern; St. Louis, Vandalia & Terre Haute; Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Southern (L. E. & St. L.); Chicago, Peoria & St. Louis of Illinois, (Bluff Line); East St. Louis & Carondelet (Conlogue); St. Louis, Troy & Eastern; National Stock Yards; Terminal Railroad Ass'n (Eads Bridge); Merchants Bridge Terminal.

SWITCHING TARIFF AND RULES.

Between all railroads terminating at East St. Louis and
All connecting railroads—$1.50 per car, $2.00 per passenger coach, $3.00 per locomotive.

East St. Louis Conn. Ry., Team Track Delivery, (Bituminous Coal), $1.50 per car.

River Coal Dump, $1.50 per car.

East St. Louis Water Works, ½ cent per 100 lbs. No car less than $2.00.

East St. Louis Cotton Compress, ½ cent per 100 lbs. Minimum $1.50 per car.

St. Louis Hay & Grain Co. (Union Warehouse), ½ cent per 100 lbs. Minimum $1.50 per car.

East St. Louis Ice & Cold Storage Co., ½ cent per 100 lbs. Minimum $1.50 per car.

Exporters' Warehouse, ½ cent per 100 lbs. Minimum $1.50 per car.

The Belt Warehouse & Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

Kehlor Mills and Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

Traders Elevator (Montgomery "B" Elevator), ½ cent per 100 lbs. Minimum $1.50 per car.

Union Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

The Belt Elevator, ½ cent per 100 lbs. Minimum $ 1.50 per car.

Montgomery "B" Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

Donk Bros. Coal & Coke Co., Jumbo Track, ½ cent per 100 lbs. Minimum $1.50 per car.

East St. Louis Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

Advance Elevator, ½ cent per 100 lbs. Minimum $ 1.50 per car.

Bridge Air Compressor, ½ cent per 100 lbs. Minimum $1.50 per car.

Republic Iron & Steel Co. (Tudor Works), ½ cent per 100 lbs. Minimum $1.50 per car.

Charles Pope Glucose Co., ½ cent per 100 lbs. Minimum $1.50 per car.

East St. Louis Conn. Ry. Team Track Delivery, ½ cent per 100 lbs. Minimum $1.50 per car.

Union Warehouse (St. Louis Hay & Grain Co.), ½ cent per 100 lbs. Minimum $1.50 per car.

Columbia Elevator, ½ cent per 100 lbs. Minimum $1.50 per car.

The Crane Co., ½ cent per 100 lbs. Minimum $1.50 per car.

River dump on the line of the East St. Louis Connecting Railway for River Coal.

Re-icing and Cold Storage House.—The East St. Louis Ice & Cold Storage Co., located at East St. Louis,

on line of the East St. Louis Connecting Railway, established for the re-icing of refrigerator cars in transit. Fully equipped to give prompt and efficient service at all times. Write for re-icing rates.

The Cold Storage House has a capacity for 50 car loads, and is available at all seasons of the year for the storage or transfer of perishable freight.

Grain via Elevators for Transfer.—On grain switches between connecting railroads terminating at East St. Louis, Ill., for transfer through elevators located on tracks of the East St. Louis Connecting Railway, ½ cent per 100 lbs., minimum, $1.50 per car to and $1.50 per car from elevator will be charged.

In order to secure advantage of this rate, shipments must be billed through to connecting line, via elevator for transfer, and same accomplished within 10 days after grain is unloaded.

Rule No. 1.—The rates quoted above apply on loaded cars only, and include the handling of empty cars to or from industry or connecting railroad.

Rule No. 2.—Empty freight cars for repairs will take New Equipment rates one way.

Rule No. 3.—All loaded cars must be accompanied by a regular way-bill showing consignee and final destination.

Rule No. 4.—All cars are subject to rules of the Central Car Service Association.

Rule No. 5.—A charge of $2.00 per car will be made on all cars reconsigned from this Company's tracks, except on cars destined to points west of the Mississippi River via Wiggins Car Transfer, except on coal and ice, which will be $1.00 per car.

Rule No. 6.—All orders for empty cars should be placed with agents.

Rule No. 7.—This Company does not accept charges on cars from connecting railroads handled for switching revenue only.

Rule No. 8.—On all cars loaded with dead freight to or from industries located at the National Stock Yards add $1.00 per car for National Stock Yards Trackage.

Rule No. 9.—No car billed "Shipper's Order" for delivery in yards of this Company, will be received.

The Following Industries in St. Louis Have Switches on the St. Louis Transfer Railway.

Business for these firms should be delivered Wiggins Ferry Company Car Transfer at East St. Louis. No extra Switching for delivery of cars so received.

Alanel Mining & Mineral Co. .....Branch St.
American Can Co. .....Branch St.
American Refrigerator Transit Co. Cooler No. 2
.....Lewis and O'Fallon Sts.
American Refrigerator Transit Co. Ice Chute
..... Gratiot St.
American Sugar Refining Co..Lewis and Ashley Sts.
Banner Buggy Co. .....Rutger St.
Barrett Manufacturing Co. (Oil Track)..Convent St.
Bode Coal Co. .....Sidney St.
Bonsack Lumber Co. .....Montgomery St.
Brooklyn St. Elevator. .....Mound St.
Charter Oak Stove & Range Co..Lewis & Florida Sts.
Christen, F. & Sons .....Dock St.
Donk Bros. Coal & Coke Co. .....Dorcas St.
Goeke, F. W. & Co. .....Sidney St.
Graham Paper Co. .....Mound St.
Grasselli Chemical Co. .....Branch St.
Hafner-Lothman Mfg. Co. .....Dock St.
Hermann & Koenitzer O. L. Co. .....Angelica St.
Huse & Loomis Ice & Trans. Co..Lewis & Smith Sts.
Hutchinson Jas. & Son .....Lewis and Ashley Sts.
Keller & Tamm Manufacturing Co.....Victor St.
Koenig Lumber Co. .....Branch St.
Laclede Gas Light Co. (Station B).....Mound St.
Laclede Gas Light Co. Elec. Dept.....Mound St.
Laclede Gas Light Co. (Oil track)....Chouteau Ave.
Laclede Power Co. .....Lewis and Ashley Sts.

Luke, William . . . . . Bremen Ave.
McEwen J. R. & Sons. . . . . Dock St.
McPheeters Warehouse Co. . . . . Biddle St.
Mepham, G. S. & Klein . . . . . Sidney St.
Merchants Elevator . . . . . Florida St.
Mississippi Glass Works. Main track Del'y Douglas St.
Mississippi Glass Wks. Main track Del'y Angelica St.
Mound City Can. Co. . . . . Branch St.
Mound City Elevator . . . . . Branch St.
Mueller Hy. Heavy Hauling and Transfer Co.
. . . . . Barton St.
Muren Coal & Ice Co. . . . . St. George St.
Missouri Stock Yards . . . . . Bremen Ave.
New Process Manufacturing Co. . . . . Branch St.
New Union Sand Co. . . . . Tyler St.
Plummer Benedict Lumber Co. . . . . Montgomery St.
Rankin & Kimball. . . . . Mound St.
Rice, W. G. Lumber Co. . . . . Montgomery St.
Rohan, John & Sons . . . . . Lewis St.
St. Louis Ammonia Works . . . . . Mound St.
St. Louis Basket & Box Co. . . . . Arsenal St.
St. Louis Refrig. & Cold Storage Co. . . . . .
. . . . . Lewis & O'Fallon Sts.
St. Louis Sanitary Co. . . . . Hall & Wright Sts.
St. Louis Sash & Door Works . . . . . Dock St.
St. Louis Steam Forge & Iron Works. . . . Miller St.
St. Louis Victoria Flour Mills . . . . . Mound St.
St. Louis Water Works (Bissells pt.) . . . . . Grand Ave.
Scarritt-Comstock Furniture Co. . . . . Mound St.
Schnelle & Querle Lumber Co. . . . . Angelica St.
Schroeter Coal Co. . . . . Convent St.
Schofield Shuomer & Teagle . . . . . Ferry St.
Smith, F. H. Lumber Co. . . . . Montgomery St.
Thomas & Proetz Lumber Co. . . . . Montgomery St.
Union Stock Yards . . . . . Bremen Ave.
Union Storage Co. . . . . Florida St.
Warren, M. W. . . . . Rutger St.
Werthan Co. . . . . Dorcas St.
Wiggins Ferry Co. (Dirt Dump) . . . . . Chouteau Ave.
Wiggins Ferry Co. (Dirt Dump) . . . . . Mound St.

The Following Firms and Individuals Handle Car Load Business from Team Tracks on the Line of the St. Louis Transfer Railway:

Car load freight consigned to them should be delivered Wiggins Ferry Company Car Transfer at East St. Louis. No extra switching when cars are so received.

Ackerman Estate, Henry ..... Carroll St.
Alt, Henry, Jr. ..... Carroll St.
American Brewing Co., The ..... Dorcas St.
American Corrugating Co. ..... Chouteau Ave.
American Hardwood Lumber Co. .. North Market St.
American Rattan Works ..... Carroll St.
American Refrigerator Transit Co. (Shops) Barton St.
Arp, Eggert & Co. ..... Chouteau Ave.
Aude Furniture Co. ..... North Market St.
Banner Lime & Cement Co. ..... Sidney St.
Barnhardt Mercantile Co. ..... North Levee.
Baxter Moulding Co. ..... North Market St.
Behrens Lumber Co. ..... Bremen Ave.
Belz, J. H. & Co. ..... Dorcas St.
Boeker, A. (American Rattan Works) .. Carroll St.
Boggs Broom Corn Co. ..... South Levee.
Booker Carbon Battery Co. ..... Lesperance St.
Bradbury Marble Co. ..... Chouteau Ave.
Brecht, Gus. V. Butcher Supply Co. ..... Mound St.
Bridge & Beach Manufacturing Co. .. Chouteau Ave.
Brinkmeyer Hardware Co. ..... North Market St.
Brinkmeyer-Meyer Hay & Grain Co. .. N. Market St.
Brueckman, Geo. ..... Chouteau Ave.
Buckland, Jos. A. & Co. ..... Chouteau Ave.
Boul, Paul ..... Victor St.
Bushnell, D. I. & Co. ..... North Levee.
Carlisle Davis ..... Chouteau Ave.
Central Planing Mill Co. ..... Mound St.
Clemens, F. W. ..... Lesperance St.
Columbia Brewing Co. ..... Mound St.
Columbia Cooperage Co ..... St. George St.
Consumers Brewing Co. ..... Barton St.
Cordes, D. & Co. ..... Lesperance St.

Crescent Planing Mill Co. .....Mound St.
Crowdus, J. C. & Co. .....North Levee.
Crunden-Martin Woodenware Co. ....South Levee.
Crunden-Martin Woodenware Co. ....Chouteau Ave.
Darlington, E. R. & Co. .....North Market St.
Dehner-Wuerpel Mill Building Co.....Carroll St.
Diedrich Furniture Co. .....North Market St.
Dieckmann, Fred Feed Co. .....Lesperance St.
Eau-Claire St. Louis Lumber Co. .....Barton St.
Eckhoff Furniture Co. (receive)..North Market St.
Eckhoff Furniture Co. (load) .....Branch St.
Engelke & Feiner .....Chouteau Ave.
Excelsior Box Manufacturing Co. . North Market St.
Fohlig Bros. Box & Mfg. Co. .....North Market St.
Feischer Flour Co. .....Chouteau Ave.
Foskett-Kissner Feed Co. .....Bremen Ave.
Foster Bros. Manufacturing Co. .....Mound St.
Fox Bros. Manufacturing Co. .....Barton St.
Frazer Lubricating Co. .....Victor St.
Freund L. & Bro. .....Miller St.
Fritz, Geo. J. Foundry & Mach. Co..Lesperance St.
Funsten, R. E. & Co. .....North Levee.
Ganahl Fidel .....Dorcas St.
Gaus, Henry & Sons .....North Market St.
Gerst Bros. Manufacturing Co. .....Mound St.
Gestring Wagon Co. .....Mound St.
Gettys, W. P. & Sons .....Chouteau Ave.
Giese & Henselmier .....North Market St.
Globe Iron & Foundry Co. .....Victor St.
Goddard, E. Flour Milling Co. .....Chouteau Ave.
Goessling, W. P. Box Co. .....North Market St.
Grant, J. C. Manufacturing Co. .....North Levee.
Gravois Planing Co. .....Lesperance St.
Green Tree Brewery .....Barton St.
Gruner, P. & Bro. Lumber Co. ..... Bremen Ave.
Gruner, P. & Bro. Lumber Co. .....Mound St.
Hager, C. & Sons Hinge Mfg. Co. .....Victor St.
Hall & Brown Woodworking Machine.N. Market St.
Hanpeter, F. W. .....Branch St.
Harris, L. G., Hide & Leather Co. .....Carroll St.
Heidbrieder Ice Co. . .. .Branch St.

Heim, Fred . . . . . Carroll St.
Heinrichshofer & Lawrence Lumber Co. . . . . ..
. . . . . Lesperance St.
Heller & Hoffman Chair Mfg. Co. . . . . Mound St.
Hemp & Co. . . . . Chouteau Ave.
Hanschen & Co. . . . . Miller St.
Hilke, Chris. . . . . Bremen Ave.
Hilke, Chris . . . . . North Market St.
Hill, E. B. & Bro. . . . . Mound St.
Holtgrewe-Vornbrook Fur. Co. . . . . North Market St.
Home Brewing Co. . . . . Barton St.
Home Cotton Mills . . . . . Barton St.
Hudson Cotton Pickery . . . . . Miller St.
Johanning Lumber Co. . . . . Chouteau Ave.
Karchmer & Eichenberg . . . . . Lewis St.
Keim, Phillip . . . . . Dorcas St.
Kessler, A. & Sons O. L. Co. . . . . Branch St.
Kingsland Agricultural Works Fdry. . . . . Mound St.
Klauber, A. & Sons Iron & Metal Co. . . Chouteau Ave.
Klauber, B. . . . . Lesperance St.
Koenig Furniture Co. . . . . North Market St.
Koerner-Buder-Borrowman Lbr. Co. . Lesperance St.
Kohlbry, L. C. & Bro. . . . . Dorcas St.
Kregel Casket Co. . . . . North Market St.
Ladenberger, C. . . . . Barton St.
Larkin & Scheffer . . . . . Louisa St.
Lasher, R. E. & Co. . . . . Sidney St.
Laux, A. & Son . . . . . Lesperance St.
Leroi Furniture Co. . . . . North Market St.
Logeman, F. H. Chair Mfg. Co. . . . . North Market St.
Lohmann, Wm. H . . . . . Lesperance St.
Luedinghaus-Espenchied Wagon Co. . . . . Mound St.
Luking, J. G. . . . . Mound St.
McDonald, G. C. . . . . Miller St.
Marting, G. H. Lumber Co. . . . . North Market St.
Meier & Pohlman Furniture Co. . . . . Branch St.
Meyer & Meinhardt Soda Water Co. . . St. George St.
Missouri Cotton Batting Co. . . . . Dorcas St.
Missouri Excelsior Manufacturing Co. . . . . Barton St.
Missouri Furniture Co. . . . . North Market St.
Monmouth Pottery Co. . . . . Chouteau Ave.

Mound City Distilling Co. .....Lesperance St.
Mound City Oil & Supply Co. .....North Levee.
Mound Coffin Co. .....North Market St.
Nabers, Chas. Sons .....Bremen Ave.
Nixdorf & Krien Manufacturing Co. .....Mound St.
North St. Louis Planing Mill Co. .....Bremen Ave.
O'Donnell, E. R. .....South Levee.
Obert, L. .....Barton St.
Padberg Mercantile Co. .....Dorcas St.
Page & Krausse Mfg. & Mining Co. ..Chouteau Ave.
Pauly Jail Building & Mfg. Co. .....Lesperance St.
Peters, Jos. Furniture Co. .....North Market St.
Peterson, L. .....St. George St.
Pickel Marble & Granite Co. .....North Market St.
Pleitner, H. W. .....North Market St.
Pleuger & Henger Manufacturing Co. ....Branch St.
Prante & Meyer .....Lesperance St.
Prufrock, William .....Lewis St.
Prunty, Chas. E. .....South Levee.
Reller, A. F. & Sons .....Branch St.
Riddle, F. C. & Bro. Casket Co. ....North Market St.
Riddle-Rehbein Manufacturing Co. ..North Market St.
Rogers Salt Co. .....South Levee.
Rotty, E. J. & Co. .....Lesperance St.
Rubelmann-Lucas Hardware Co. ..North Market St.
St. Louis Box Factory .....Chouteau Ave.
St. Louis Basket & Box Co. (Logs) .....Arsenal St.
St. Louis Brewing Ass'n (Green Tree Branch) ..
.....Barton St.
St. Louis Edible Nut Co. .....North Levee.
St. Louis Screw Co. .....Branch St.
St. Louis Sweat Pad Works .....Bremen St.
Saeger, William .....Branch St.
Sartorious, H. Provision Co. .....Dorcas St.
Saxony Mills .....Chouteau Ave.
Schaeffer Bros. & Powell Mfg. Co. .....Barton St.
Schultz Belting Co. .....Barton St.
Sessinghaus Milling Co. .....North Market St.
Sheridan, James .....Mound St.
Sidney Pole & Shaft Co. .....North Market St.
Smith, F. H. Lumber Co. .....North Market St.

Southern Cooperage Co. ..... Victor St.
Southern Roller Mills ..... Chouteau Ave.
Stanard, E. O. Milling Co. ..... Lewis St.
Stefel & Ruckert ..... Barton St.
Shrifler & Wehinger ..... North Market St.
Stupp Bros. Bridge & Iron Co. ..... Lesperance St.
Stutz & Co. ..... Dorcas St.
Stutz, William ..... Lesperance St.
Sueme, Chas. ..... North Market St.
Sudholt Lounge Co. ..... North Market St.
Teckmeyer & Hader ..... North Market St.
Theiling Moulding Co. ..... Bremen Ave.
Thomsen, Thos. ..... Barton St.
Thuner, Chas. Planing Mill Co. ... North Market St.
Union Cooperage Co. ..... Angelica St.
Wahl Food Co. ..... Branch St.
Waldstein Lumber Co. ..... Miller St.
Warner, E. H. ..... Carroll St.
Webber, J. R. Moulding Co. ..... Mound St.
Webber & Damme Wagon Co. ..... Mound St.
Western Brewing Co. ..... Mound St.
Western Brewing Co. ..... Miller St.
Whitelaw Bros. ..... Chouteau Ave.
Wunderlich, Chas. ..... North Market St.
Yocum & Kacer Manufacturing Co.. Lesperance St.

There are lumber unloading yards located on the St. Louis Transfer Railway at North Market Street and at Lesperance Street, which are used by following firms. (No extra switching when handled via Wiggins Car Transfer):

American Hardwood Lbr. Co.
Big Four Lbr. Co.
Bonsack Lumber Co.
Cannon Egg Case Co.
Chandler Kelley E.
Darlington, E. R. & Co.
Gaetner, Chas.
Gareston-Greasen Lumber Co.
Gerrans, A. T.
Giese & Henselmeier.
Green, C. C. Lbr. Co.
Gruendler, William
Hallet Lumber Co.
Scobie, J.

Smith, F. H. Lumber Co.
Steele & Hibbars.
Strifler & Wehinger.
Woods, F. M.
Heller, M. J. Lbr. Co.
Kirch-Eckhardt Lbr. Co.
Lang, A. J.
Luchrmann, C. F. Hardwood Lumber Co.
McMillian, G. W. Lbr. Co.
Marting, G. H.
Moore & Young.
Mound Cty Lumber Co.
Plummer-Benedict Lumber Co.
Rice, W. C. Lbr. Co.
Richardson, J. P. & W. N.
Russell-Massengale Commission Co.
St. Louis Saw Mill & Lbr. Company.
A. H. Tardy.
Teckmeyer & Heder.
Thomas & Proeta Lumber Co.
Trump, J. H.
Virden, J. N.

The following industries located on railroad connecting with and adjacent to St. Louis Transfer Railway are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities except bituminous coal and grain to or from Elevators named in Tariff.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY CO. AND MISSOURI, KANSAS & TEXAS RAILWAY CO.

Burlington Elevator.
Federal Chemical Co.
Fulton Iron Works.
Missouri Stock Yards.
McEwing & Thomas.
Pittsburg Plate Glass Co.
Reardon Glue Co.
Rogers Elevator.
Monarch Rubber Co.
Thomas Pressed Brick Company.
Union Stock Yards Abbatoir.
St. Louis Car Co.
Union Stock Yards.

WABASH RAILROAD (ST. LOUIS STATION.)

Barrett Packing Co.
Beck & Corbitt Iron Co.
Boehmer Coal Co.
Branch Saw Co.
Broederick & Bascom Rope Co.
Buss, J. B. Flour Mills.
Conrades, J. H. Chair Mfg. Co.
Dickmann Coal Co.
Brownell Car Co.
Buck Stove & Range Co.

Druhe Hardwood Lbr. Co.
Fairbanks, Morse & Co.
Farmers Elevator.
Granite Iron Rolling Mills.
Green Car Wheel Co.
Gruner, P. & Bros. (and St. L. T. Ry.)
Haas Soap Co.
Hallett & Copeland.
Jones Coal Co.
Kleine, F. W. Coal Co.
Knapp Stout & Company
Kupferle, J. C. & Bro.
Laclede Car Co.
Little Lumber Co.
Lumbermen's Saw & Knife Works.
Mallinckrodt Chemical Co.
Mathaison Mfg. Co. P. B.
Mayer Mfg. Co. A. B.
Mechanics Planing Mill Company.
Merchants Elevator (& St. L. T. Ry.)
Mississippi Elevator & Grain Co.
Mississippi Elevator & Grain Co. (Farmers Elevator.)
Mississippi Glass Co. (& St. L. T. Ry.)
Moon Buggy Co. J. W.
More-Jones Brass & Metal Co.
Morris, Nelson & Co.
Mosberger-O'Reilly-Gram Lumber Co.
Mound City Hay Warehouse.
Muren Coal & Ice Co.
Nolte & Dolph Mfg. Co.
Olcott, Chas. A.
Pohlman, H. C. & Bro.
Quade, Chas.
St. Louis Carriage Co.

WABASH RAILROAD (ST. LOUIS STATION).

St. Louis Dressed Beef & Provision Co. Cooler No. 4.
St. Louis Fuel Co.
St. Louis Hide & Tallow Company.
St. Louis Oil Co.
St. Louis Transit Co. (Salisbury.)
Schillinger Bros.
Schnelle & Querle Lbr. Co. (& St. L. T. Ry.)
Schoefield, Schurmer & Teagle (& St. L. T. Ry.)
Souther, E. E. Iron Co.
Standard Stamping Co.
Strifler & Wehinger.
Thomas & Proetz Lbr. Co. (& St. L. T. Ry.)
Timken Carriage Co.
Union Carriage Co.
Vornbrock Furniture Co.
Waltke, Wm. & Co.
Western Iron & Supply Company.
Whittaker & Weber Mfg. Company.
Williams, M. P. & Co.
Wilemson Belting Co.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY.

American Car Fdry. Co.
American Refrigerator Transit Co.
Anheuser-Busch Brewing Association.
Anthony Wayne Mfg. Co.
Bannantine Galvanized Iron Co.
Busch Glass Works.
Campbell Glass & Paint Co.
Central Elevator "B."
Citizens Coal & Min. Co.
Consolidated Coal Co.
Cox & Gordon.
Cruden-Martin Woodenware Co.
Diamond Match Co.
Diefenbach, A.
Eau-Claire St. Louis Lbr. Co.
Fairbank Co., The N. K.
Finck, J. C. M. M. Co.
Fusz & Backer.
Ganahl Lbr. Co., John J.
Glendale Coal & Min. Co.
Harris, L. G. Mfg. Co.
Helmbacher Forge & Rolling Mill Co.
Herf & Frerichs Chemical Co.
St. Louis Cotton Compress Co.
St. Louis Dressed Beef Co.
St. Louis Dried Grains Co.
Johannes Lime & Cement Co.
Keller & Tam Mfg. Co. (& St. L. T. Ry.)
Koehner-Buder-Borrowman Lumber Co.
Lemp Brewing Co., W. J.
Little Lumber Co.
Loy-Lang & Lumber Co.
Marqua Bros.
Medart Patent Pulley Co.
Mepham & Klein G. S. (St. L. T. Ry.)
Mueller Coal, Heavy Hauling & Tran. Co.
Mound City Cereal Co.
Morris, Nelson & Co.
National Lead Co.
Nedderhut, W. H. Co.
Plant Milling Co., Geo. P.
Pioneer Cooperage Co.
Regina Mills.
Ruecking & Co.
St. Louis Architectural Iron Co.
St. Louis Axle Co.
St. Louis Basket & Box Company.
St. Louis Cooperage Co.
St. Louis Corrugating Co.
Sligo Iron Store Co.
Sorento Prospecting & Mining Co.
Southern Cooperage Co.
St. Louis Iron & Machine Co.
St. Louis Ice Mfg. & Cold Storage.
St. Louis Sanitary Co.
St. Louis Steam Forge & Iron Co.
St. Louis Woodenware Co.
Schmidt, F. J.
Schroeter Coal Co.

Work House Switch.
Southern White Lead Co.
Standard Distilling Co.
Stecher Cooperage Co. R.
Swift & Co.
Uffman Coal & Teaming Co.
Union Iron & Fdry. Co.
Waters-Pierce Oil Co.
Wurst Coal & Hauling Co.

MISSOURI PACIFIC RAILWAY CO.

American Car Co.
American Radiator Mfg. Co.
American Steel & Wire Co.
Asphalt Roofing Co.
Banner Iron Works.
Berry Horn Coal Co.
Becker Lumber Co. A. M.
Blackmer Lumber Co. C. M.
Bruce, Geo. T.
Bruner & Co. P. M.
Brown Oil Co.
Carthage Marble & White Lime Co.
Carthage Stone Co.
Carondelet Foundry Co.
Central Elevator "B."
Cheltenham Fire Clay Co.
Christy Fire Clay Co.
Continental Tobacco Co. (Liggett & Meyers-Drummond Br.)
Creve Coeur Lake Ice Co.
Eyerman & Schmaltz.
Federal Lead Co.
Ganahl, Fidel.
General Chemical Co.
Glencoe Lime & Cement Co.
Goetz, C. W. & Co.
Goodwin Mfg. Co.
Granite Quarry Co.
Harry, O. K. Steel Wks.
Hellman-Goodlove Mercantile Co.
Huttig Sash & Door Co.
Hydraulic Press B. Co.
Jones, David.
Kalter & Co. A.
Koken Iron Works.
Laclede Fire Brick Mfg. Co.
Lindell Street Railway Co.
Lohse Patent Door Co.
Milne & Gordon.
Missouri Brick Works.
Crown Cereal Co.
Cupples Station.
Darlington Lumber Co. E. R.
Enterprise Press B. Co.
Eau-Claire, St. Louis Lbr. Co.
Evens & Howard Fire B. Co.
Excelsior Granite Co.
Osborne, D. M. & Co.
Parker, Russel M. & M. Co.
Peerless Feed & Milling Co.
Pickel, Geo. & Son.
Pickel Stone Co.
Progress Press Brick Co.

Quinlivan, Jas. F. & Bros.
Ratican, Wm.
Rehes-Rolfes Lumber Co.
St. Louis Car Wheel Co.
St. Louis Cut Stone Co.
Thorp Jacon & Co.
Winkle Terra Cotta.
Missouri-Edison Elec. Co.
Mitchell Clay Mfg. Co.
Model Wool Scouring Co.
Mound City Clay Co.
National Brewing Co.
Niggeman, A. & Co.
O'Neil Lumber Co.
St. Louis Dressed Beef & Provision Co.
St. Louis Hay Exchange.
St. Louis Lead & Oil Co.
St. Louis Smelting & Refining Co.
St. Louis Terra Cotta Co.
Smelting Bros.
Standard Mineral Wool Co.
Superior Press Brick Co.
Tamm Bros Glue Co.
Thorn & Hunkins Lime & Cement Co.
Tieman, L. H.
Waters-Pierce Oil Co.

The Following Industries Are Located on the Wabash Union Depot Line.

Wabash Union Depot switching charges must be added on all commodities.

Banner Coal Co.
Banner Lumber Co.
Collier Shot Tower.
Centaur Lime Co.
Central Distilling Co.
City Pipe Yards.
Hydraulic Press Brick Co.
Heinrich Coal Co.
Gilsonite, R. & P. Co.
Liquid Carbonic Acid Mfg. Co.
Logwood & DeCamp.
Lopez & Bros. Tannery.
Donk Bros. Coal & Coke Co.
Forstel, M.
Granite Wall Plaster Co.
Hoyt Metal Co.
Mound City Box Co.
Mound City Paint & Color Co.
Ratican, Wm.
Reitz Cut Stone Co.
Scruggs-McClure Coal Co.
Tamm Bros. Glue Co.
Maguire Coal Co.
Meachan & Wright.
Missouri R. R. Co.
Morris, Nelson & Co.
St. Louis Fuel Co.
St. Louis Car Wheel Co.
St. Louis Shovel Co.
St. Louis Well Machine & Tool Co.

The Following Industries in East St. Louis are Located on the East St. Louis Connecting Railway.

Business for these firms should be delivered to Wiggins Ferry Company Car Transfer at St. Louis. No extra switching charges for delivery.

Advance Elevator.
The Belt Warehouse.
The Belt Elevator.
East S.t Louis Elevator.
Paddock-Hawley Iron Co.
Montgomery Elev. "B."
The Crane Co.
Kehlor Milling Co.
Pope Glucose Works, Chas.
Traders Elevator.
East St. Louis Water Works.
East St. Louis Cotton Compress.
East St. Louis Ice & Cold Storage Co.
Exporters Warehouse.
St. Louis Hay & Grain Co.
Union Elevator Co.
Union Warehouse.
Republic Iron Steel Co. (Tudor Works).

The following industries on railroads connected with and adjacent to East St. Louis Connecting Ry. are reached via Wiggins Ferry Car Transfer. Switching charges must be added on all commodities.

SOUTHERN RY.

Carson, E. H.
East St. Louis Lbr. Co.
E. St. Louis Elec. Ry. Co.
Hezel Milling Co.
Hill, W. H. Lime & Cement Co.
St. Louis Syrup & Pres. Co.
Trogan Car Coupler Co.
Eureka Warehouse.
Kingman & Co.
Missouri Malleable Iron Co.
Myers, M. E. & Co.
St. Louis Box & Lumber Co.
Obear Nester Glass Wks.
Star Brewing Co.

VENICE & CARONDELET RY.

Murphy Manufacturing Co.
Hirsch, Cal & Son.
Heims Brewing Co.
Shickle, Harrison & Howard Iron Co.
Southern Ill. Construction Co.
Western Forge & Rolling Mill.
Mo. Wire & Nail Co.

BALTIMORE & OHIO SOUTHWESTERN RAILWAY CO.

Consolidated S. & W. Co. Geo. B. Abbott.

NATIONAL STOCK YARDS TRACKS.

Add $1.00 National Yards trackage to regular transfer rate on dead freight only.

Allerton's Sheep Barns.
Chicago Pack. & Prov. Co.
River Rendering Works.
Empire Carbon Works.
Morris, Nelson & Co.
Swift & Co.

EAST ST. LOUIS & CARONDELET RY.

Anderson Const. Co.
American L. & C. Oil Co.
Deering & Co., Wm.
McCormick Harvesting Co.
P. Flannery & Son.
Elliott Frog & Switch Co.
Horn, B. F.
Hill, Wm. H. & Co.

CHICAGO & ALTON RY. CO.

Venice Elevator.

LOUISVILLE & NASHVILLE RAILWAY CO.

Missouri Moline Plow Co.
Harrison, W. R. & Co.
East St. Louis Elec. Lt. & Power Co.
Springmeyer Cooperage Co.
East St. Louis Transfer & S. Co.
Contractors' Material Co.
Horn, B. F.
Smith, Vincent & Co.

VANDALIA LINE.

Crescent Iron & Fdry. Co.
Smith, Carr & Bro.
Milleson, C. D.
Wormser Filter Plate Co.

ILLINOIS CENTRAL R. R.

Elliot Frog & Switch Co.
Tudor Iron Works.

CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO.

Waters-Pierce Oil Co. Hart Coal Co.

For information as to switching rates, etc., apply to

C. J. Snell, Agent,
East St. Louis, Ill.

H. E. Watkins, Agent,
Mound Street, St. Louis.

H. W. Christy, Agent,
Miller Street, St. Louis.

Or to

D. M. Houghtlin, Jr.
General Agent, Freight Department.
Room 923 Security Building, St. Louis, Mo.

I. C. C. No. 5.

WIGGINS FERRY CO.
ST. LOUIS TRANSFER RY. CO.
EAST ST. LOUIS CONNECTING RY. CO.

Schedule of Rates No. 13.
Car Transfer and Switching.
Issued May 1st, 1905. To I. C. C. May 1st, 1905.
In Effect May 15th, 1905.

Subject to change without other notice than required by law. Supersedes all former Tariffs, Supplements and Amendments thereto.

For Connecting Railroads, see page 2.

For Transfer Rates and Rules, see pages 3, 4, 5. 6.

For St. Louis Transfer Ry. Co. Rates and Rules, see pages 7, 8.

For East St. Louis Connecting Railway Co. rates and rules, see pages 9, 10.

L. W. Putnam,
D. M. Houghtlin, Jr.,
Commercial Agent,
St. Louis, Mo.

H. E. Watkins,
Agent,
St. Louis, Mo.

C. J. Snell, Agent,
East St. Louis, Ill.

Geo. Hannauer, Supt.,
St. Louis, Mo.

W. K. Kavanaugh, President and General Manager,
St. Louis, Mo.

Rates named in this Schedule for Car Transfer apply between—

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Chicago, Burlington & Quincy Railway.
Chicago & Alton Railway.
East St. Louis & Carondelet Railway.
Chicago, Peoria & St. Louis Railway.
Illinois Central Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
St. Louis Merchants Bridge Terminal Railway.
St. Louis, Troy & Eastern Railroad.
Southern Railway.
Terminal Railroad Association of St. Louis.
Toledo, St. Louis & Western Railroad.
Vandalia Railroad.
Wabash Railroad..

Terminating in East St. Louis, Ill., and—

Chicago, Burlington & Quincy Railway.
Missouri, Kansas & Texas Railway.
Missouri Pacific Railway.
St. Louis, Iron Mountain & Southern Railway, (West of Mississippi River).
St. Louis Southwestern Railway.
St. Louis Merchants Bridge Terminal Railway, (West of Mississippi River).
Wabash Railroad, (North St. Louis).

Terminating in St. Louis, Mo., also between yards and industries located on these Companies' tracks in St. Louis, Mo.; also above Railroads Terminating in St. Louis, Mo., and yards and industries located on these Companies' tracks in East St. Louis, Ill., and between above named Railroads Terminating in East St. Louis, Ill., and yards and industries located on these Companies' tracks in St. Louis, Mo.

Rates will also apply on business interchanged between industries located on these Companies' tracks in East St. Louis, Ill., and Chicago, Rock Island & Pacific Railway, St. Louis & San Francisco Railroad, and Wabash Railroad (Union Depot Line), at St. Louis, Mo.

WIGGINS FERRY COMPANY.

Car Transfer Rates.

Freight in car loads to one consignee, when loaded or unloaded by owner, minimum 25,000 lbs., 2 cents per 100 lbs., except as noted below and subject to the rules following:

Commodity.	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Atlas Powder, same as Powder.	
Bark	1½
Barrels and Boxes, empty	1½
Barytes	1
Beer Packages, empty, returned	per car $1.50
Bituminous Rock	1
Box Stuff	1½
Blinds	1½
Brick, minimum 40,000 lbs.	1
Bones	1½
Carbonite	1½
Carriers and Trays, empty, returned	per car $3
Cement	1½
Chair Timber	1½
Charcoal	1½
Cinders, minimum 30,000 lbs	1
Cinders, Mill	1
Cracklings (Soap Stock)	1½
Clay, Common and Fire	1
Clay, N. O. S.	1¼
Coal, Bituminous	See Note 3
Coal, Anthracite	1½
Coke	1½
Copperas	1½
Cotton, minimum 15,000 lbs.	2
Cotton Waste	1½
Cullett (Broken Glass)	1½
Doors	1½
Dynamite, same as Powder.	

Feldspar 1½
Felt, Roofing, in rolls 1½
Fertilizer 1½
Facings, Foundry, Coal or Plumbago 1½
Fireworks, same as Powder.
Flax Seed 1½
Glucose, refuse 1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs. 1
Grain Products:
Cerealine, Cream of Maize, Flake Malt, Frumentum, Quick Malt, Silver Flake Malt, Starch 2
Grain Products:
Avena, Bran, Brewers' Dried Grain, Brewers' Meal, Buckwheat Flour, California Food, Corn Flour, Corn Meal, Cotton Seed Cake, Cotton Seed Hulls, Cotton Seed Meal, Cracked Corn, Cracked Wheat, Cream of Wheat, Distillers' Dried Slop, Dried Grain Molasses, Farina, Farinose, Germos, Glucose Feed, Gluten Meal, Grits, Groats, Ground Corn, Healthall, Hominy, Hulled Corn (except canned), Kaffir Corn Meal, Maizeline, Maizone, Malt, Malt Skimmings, Malt Sprouts, Middlings, Mill Feed, Oat Hulls, Oat Meal, Oil Cake, Oil Meal, Pearl Barley, Pearl Wheat, Rolled Oats, Rolled Wheat, Rye Flour, Screenings, Ship Stuff, Shorts, Sprouted Barley, Vitos 1½
Granite, Crushed 1
Granite, unwrought 1½
Granite Paving Blocks 1¼
Granite, Finished 2
Gravel 1
Grind Stones 1½
Handles, Wood 1½
Heading 1½
Hay 2
Hoops and Hoop Poles 1½
Ice 1
Iron, Scrap 1¼

Iron—Merchant, Band, Bar, Beam, Sheet, Plate, Rods, Wire, Axles, Chains, Bolts, Nuts, Spikes, Wheels, Nails, Structural, Cotton Ties, Plain Castings, Pig, Car Springs, Pipe, Rails and Fastenings 1½
Junk 1¼
Jute Butts 1½
Lime 1½
Live Stock ..... See Note 1
Lumber and Lath 1½
Logs 1½
Mill Cinders 1
Machinery, old, returned to maker for repairs ..... Half Tariff Rate
Manure, minimum 40,000 lbs. 1
Marble, unwrought 1½
Marble, planed, sawed, cut or finished 2
Mineral Water, in tank cars 1½
Novaculite, minimum 40,000 lbs. 1
Oil, in tank cars 1½
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Paper Stock 1½
Paving Blocks (granite) 1¼
Piling 1½
Pitch 1½
Plaster and Plaster Board 1½
Poles and Posts 1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs. 4
Powder not taken for city delivery.
Railway Equipment ..... See Note 2
Rails and Fastenings 1½
Roofing, Felt 1½
Rice and Rice Meal, Brewers' 1½
Rosin 1½
Salt and Salt Cake 1½
Sand 1
Sash 1½
Sawdust and Shavings 1¼
Sewer Pipe, minimum 32,000 lbs. 1¼

Shingles 1½
Shooks 1½
Silica 1
Slag 1
Soap Lye, in tanks 1½
Soap Stock 1½
Soda, N. O. S. 2
Soda, Ash and Sal Soda 1½
Straw 1½
Strawboard 1½
Staves and Stave Bolts 1½
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or rough dressed, filter 1½
Stone, rip-rap, rubble, crushed, macadam, rough, unwrought, foundation 1
Spokes 1½
Sulphate of Ammonia 1½
Tar 1½
Tobacco Stems 1½
Tobacco, manufactured 2
Tobacco, Leaf, minimum 15,000 lbs. 2
Tile, Roofing, Hollow, Conduit, Drain and Building . 1¼
Ties, R. R., minimum 40,000 lbs. 1
Tripoli and Tripoli Blocks 1½
Transcontinental Freight, no minimum (regardless of Classification) 2
Terra Cotta, common 1¼
Terra Cotta, in shape 2
Wagon Wood (in the rough), Hubs, Spokes and Axles 1½
Wagon Skeins 1½
Warrenite 1½
Wood, for fuel 1
Whiting 1
Zinc Skimmings 1½
Zinc Oxide 1½

Note No. 1.—Live Stock.

Between above named connecting railroads terminating at St. Louis, Mo., and connecting railroads or National Stock Yards, East St. Louis, Ill. Man in charge, free; no return passes.

One animal	$3.00 per car
Two or more animals	4.00 per car
Race Horses and Fair Stock, with Feed and Trappings	5.00 per car

Live Stock returned to St. Louis from National Stock Yards for slaughter in St. Louis, Mo., $4.00 per car.

Note No. 2.—Railway Equipment.

	Per car
Locomotive and Tender, standard gauge	$15.00
Freight Car, standard gauge	2.00
Caboose	3.00
Baggage, Mail or Express, standard gauge	5.00
Coach or Sleeper, standard gauge	6.00
Snow Plows	10.00
Steam Shovels	10.00
Derrick Cars	10.00
Crane Cars	10.00
Narrow Gauge Equipment—Two (2) cents per 100 lbs., minimum	5.00

Note No. 3.—Coal, Bituminous.

Destined to this Company's yards, and industries in St. Louis, Mo., located on switches connected with its tracks in St. Louis, Mo., 1½c per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L., I. M. & S. yards, St. Louis, Mo., to and north of Delore St., 1½c per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Wabash (West) yards, St. Louis Mo., to and south of Luther Ave., 1½c per 100 lbs.

Destined to industries and tracks in Mo. Pac. Ry. yards, St. Louis, Mo., to and including Cheltenham, 1½c per 100 lbs, minimum 40,000 lbs.

Destined to industries and tracks in St. Louis, K. & N. W. yards, St. Louis, Mo., to and south of Prospect Hill, 1½c per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. yards, Fort Bellefontaine, and south to Prospect Hill two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to connecting lines for points beyond switching limits in St. Louis, Mo., 1½c per 100 lbs., minimum 40,000 lbs.

For Railway Co.'s use, 1c per 100 lbs., minimum 40,000 lbs.

Rules Governing the Handling of Traffic Under This Schedule.

Rule No. 1.—Minimum charges, unless otherwise noted:

The minimum carload weight on all commodities charged for at 2c per 100 lbs. will be 25,000 lbs.

The minimum car load weight on all commodities charged for at 1½c per 100 lbs. will be 30,000 lbs.

The minimum car load weight on all commodities charged for at 1¼c per 100 lbs. will be 36,000 lbs., except as noted.

The minimum car load weight on all commodites charged for at 1c per 100 lbs. will be 50,000 lbs., except as noted.

Rule No. 2.—No loaded car will be received by these Companies unless accompanied by a regular way-bill showing final destination and consignee. If for St. Louis delivery the freight yard or switch at which delivery is to be made should be designated on way-bill.

Rule No. 3.—Rules of the Central Car Service Association will apply on car load freight delivered on the tracks of these Companies.

Rule No. 4.—Long lumber and other articles which require two or more cars for their transportation, shall be charged at actual weight of the commodity

at the Tariff rate, but in no case will a charge of less than the established car load minimum of each car be accepted.

Rule No. 5.—All freight taking car load rates shall be loaded and unloaded by owner.

Rule No. 6.—Agricultural Implements, Boilers, heavy and large machinery, and freight which requires blocking or bracing, must be loaded and unloaded and safely blocked or braced by owner at his expense.

Rule No. 7.—Car rental charge will be assessed on all cars loaded on or reconsigned from these Companies' tracks, destined to points within reclaim limits of St. Louis, Mo., or East. St. Louis, Ill.

Rule No. 8.—On all cars loaded with dead freight to or from industries loaded on tracks of St. Louis National Stock Yards, add $2.00 per car for National Stock Yards charges.

ST. LOUIS TRANSFER RAILWAY CO. SWITCHING TARIFF.

Connecting with Missouri, Kansas & Texas; Chicago, Burlington & Quincy (Burlington Route); Wabash Railroads; St. Louis Merchants Bridge Terminal; Wiggins Ferry Car Transfer (North Incline.)

With the Missouri Pacific; St. Louis Southwestern; St. Louis, Iron Mountain & Southern Railroads; Wiggins Ferry Car Transfer (South Incline); also with the Wiggins Ferry Co., yards at Bremen Ave., Branch St., North Market St. Mound St., Lewis St., on the north, and Chouteau Ave., Miller St., Lesperance St., Barton St., Sidney St., Dorcas St., on the south, and all industries located on its line.

SWITCHING TARIFF AND RULES.

Between all switches north of Biddle Street and

	Per Car.
Wabash R. R.	$1.00
St. Louis Merchants Bridge Terminal	1.00
C., B. & Q. Ry. (Burlington Route)	1.00

M., K. & T. Ry.	1.00
St. L. I. M. & S. Ry.	2.00
Missouri Pacific Ry.	2.00
St. L. S. W. Ry.	2.00
All switches south of Almond St.	2.00

Between all switches south of Almond Street and

	Per Car.
St. L. I. M. & S. Ry.	$1.00
Missouri Pacific Ry.	1.00
St. L. S. W. Ry.	1.00
Wabash R. R.	2.00
M., K. & T. Ry.	2.00
C., B. & Q. Ry. (Burlington Route)	2.00
St. Louis Merchants Bridge Terminal	2.00
All switches north of Biddle St.	2.00

*Between Wabash; Chicago, Burlington & Quincy; Missouri, Kansas & Texas; Merchants Bridge Terminal Railroads, terminating at North St. Louis; and St. Louis, Iron Mountain & Southern; St. Louis Southwestern & Missouri Pacific Railroads, terminating at South St. Louis, $2.00 per car.

*See Rule 8.

*Live stock between above named railroads and Independent Stock Yards, $2.00 per car.

Rule No. 1.—The rates quoted above apply on loaded cars only, and include the handling of empty cars to or from industry or connecting railroad.

Rule No. 2.—Empty freight cars, for repairs, will take New Equipment rates one way.

Rule No. 3.—New Equipment: Freight cars, $2.00 each; passenger, baggage and mail cars, $3.00 each.

Rule No. 4.—Locomotives (dead or under steam), $5.00 each.

Rule No. 5.—All loaded cars must be accompanied by a regular way-bill showing consignee and final destination.

Rule No. 6.—All cars are subject to rules of Central Car Service Association.

Rule No. 7.—A charge of $2.00 per car will be made on all cars reconsigned from this Company's tracks, except on cars destined to points east of the Mississippi River via Wiggins Ferry Transfer.

Rule No. 8.—On all car load freight between industries and yards located on St. Louis Transfer Railway Co., and from connecting railroads terminating in St. Louis and St. Louis & San Francisco, Wabash (Union Depot Line), or St. Louis, Kansas City & Colorado Railroads, add $3.00 per car to rates quoted above to cover intermediate switching charge.

Rule No. 9.—All orders for empty cars must be placed with agents.

Rule No. 10.—This Company does not accept charges on cars from connecting railroads handled for switching revenue only.

Rule No. 11.—No car billed to "Shipper's Order" for delivery in yards of this company will be received.

Rule No. 12.—Car rental charge will be assessed on all cars loaded on or reconsigned from this company's tracks, destined to points within reclaim limits of St. Louis, Mo., or East St. Louis, Ill.

EAST ST. LOUIS CONNECTING RAILWAY CO.

Connecting Railroads Terminating at East St. Louis, Illinois.

Connecting Railroads.—Toledo, St. Louis and Western; Wabash; Chicago, Burlington & Quincy; Chicago & Alton; Baltimore & Ohio; Southwestern Vandalia Line; Louisville & Nashville; Illinois Central (Cairo Short Line); Mobile & Ohio; Cleveland, Cincinnati, Chicago & St. Louis (Big Four); Southern

(L., E. & St. L.); Chicago, Peoria & S.. Louis of Illinois (Bluff Line); East St. Louis & Carondelet (Conlogue); St. Louis, Troy & Eastern; National Stock Yards; Terminal Railway Association (Eads Bridge); Merchants Bridge Terminal.

SWITCHING TARIFF AND RULES.

Between above railroads terminating at East St. Louis, and

All Connecting Railroads—$2.00 per car, $3.50 per passenger coach, $5.00 per locomotive.

East St. Louis Conn. Ry., Team Track Delivery (Bituminous Coal)—$2.50 per car.

River Coal Dump—$3.00 per car.

East St. Louis Water Works—½ cent per 100 lbs. Minimum $2.00 per car.

East St. Louis Water Works, Filter Plant—½ cent per 100 lbs. Minimum $2.00 per car.

New Union Sand Co.—½ cent per 100 lbs. Minimum $2.00 per car.

S. P. Shotter Co.—½ cent per 100 lbs. Minimum $2.00 per car.

Montgomery Warehouse—½ cent per 100 lbs. Minimum $2.00 per car.

East St. Louis Cotton Compress (Oil Press)—½ cent per 100 lbs. Minimum $2.00 per car.

St. Louis Hay & Grain Co. (Union Warehouse)—½ cent per 100 lbs. Minimum $2.00 per car.

East St. Louis Ice & Cold Storage Co.—½ cent per 100 lbs. Minimum $2.00 per car.

Exporters Warehouse—½ cent per 100 lbs. Minimum $2.00 per car.

The Belt Warehouse & Elevator—½ cent per 100 lbs. Minimum $2.00 per car.

Kehlor Mills and Elevator—½ cent per 100 lbs. Minimum $2.00 per car.

Union Elevator—½ cent per 100 lbs. Minimum $2.00 per car.

The Belt Elevator—½ cent per 100 lbs. Minimum $2.00 per car.

Montgomery "B" Elevator—½ cent per 100 lbs. Minimum $2.00 per car.
East St. Louis Elevator—½ cent per 100 lbs. Minimum $2.00 per car.
Advance Elevator—½ cent per 100 lbs. Minimum $2.00 per car.
Bridge Air Compressor—½ cent per 100 lbs. Minimum $2.00 per car.
Republic Iron & Steel Co. (Tudor Works.)—½ cent per 100 lbs. Minimum $2.00 per car.
Charles Pope Glucose Co.—½ cent per 100 lbs. Minimum $2.00 per car.
East St. Louis Conn. Ry. Team Track Delivery—½ cent per 100 lbs. Minimum $2.00 per car.
Union Warehouse (St. Louis Hay & Grain Co.)—½ cent per 100 lbs. Minimum $2.00 per car.
The Crane Co.—½ cent per 100 lbs. Minimum $2.00 per car.
Simmons Hardware Co.—½ cent per 100 lbs. Minimum $2.00 per car.

Rule No. 1.—The rates quoted above apply on loaded cars only and include the handling of empty cars to or from industry or connecting railroad.

Rule No. 2.—Empty freight cars for repairs will take New Equipment rates one way.

Rule No. 3.—All loaded cars must be accompanied by a regular way-bill showing consignee and final destination.

Rule No. 4.—All cars are subject to rules of the Central Car Service Association.

Rule No. 5.—A charge of $2.00 per car will be made on all cars reconsigned from this company's tracks, except on cars destined to points west of the Mississippi River via Wiggins Car Transfer.

Rule No. 6.—All orders for empty cars must be placed with agents.

Rule No. 7.—This company does not accept charges on cars from connecting railroads handled for switching revenue only.

Rule No. 8.—On all cars loaded with dead freight to or from industries located at the National Stock Yards add $2.00 per car for National Stock Yards charges.

Rule No. 9.—No car billed "Shipper's Order" for delivery in yards of this company will be received.

Rule No. 10.—Car rental charge will be assessed on all cars loaded on or reconsigned from this company's tracks, destined to points within reclaim limits of East St. Louis, Ill., or St. Louis, Mo.

Authority R-3.

Supplement No. 1 to I. C. C. No. 5.

(Cancels Amendments Nos. 3 and 8 and includes all changes.)

WIGGINS FERRY COMPANY. EAST ST. LOUIS CONNECTING RY. CO. ST. LOUIS TRANSFER RY. CO.

Supplement No. 1. (Cancels Amendments Nos. 3 and 8 and includes all changes) to schedule of rates No. 13. Naming rates between yards, industries and connecting lines at St. Louis, Mo., and East St. Louis, Illinois.

Issued March 15, 1907. Effective May 1, 1907.

L. W. Putnam,
Commercial Agent.

Subject to minimum weight per car as prescribed in tariff except as noted. Rates in cents per 100 pounds. Unless otherwise noted.

Brass, Ashes. . . . . 1½ cents
Brass, Scrap. . . . . 1½ cents
Brick, carload, minimum weight 40,000 lbs. . . . 1 cent
Brick Bats or Broken Brick, carload, minimum weight 60,000 lbs . . . . . ½ cent
Calcium Chloride . . . . . 1½ cent
Carnivals (See Circuses)
Chatts . . . . . 1 cent
Cinders between connecting lines . . . . . $3.00 per car

Cinders, when for unloading on this Company's rails. . . . . $4.00 per car
Circuses, viz.: Advertising, animal and equipment cars, coaches and sleepers containing attendants:
When for unloading on our rails . . . . . $7.50 per car
When handled between connecting line . . $5.00 per car
Clay, carload, minimum weight 40,000 lbs. . . . . 1 cent
Coach or Sleeper . . . . . $5.00 per car
Coal, Bituminous. All rates canceled. (See Tariff No. 14, I. C. C. No. 7.)
Concentrates. . . . . 1½ cent
Copper residue. . . . . 1½ cent
Concrete Building Stone and Hollow Blocks. . 1¼ cent
Debris, for unloading on this Company's rails . . . . . $4.00 per car
Flour, for export. . . . . 1 cent
Gas Retorts. . . . . 1¼ cent
Locomotives, under steam, pilot charge in addition. . . . . $5.00 each
Manganese . . . . . 1½ cent
Mine Props and Mine Ties, carload, minimum weight 40,000 lbs. . . . . 1 cent
Roll Scale . . . . . 1 cent
Sulphur. . . . . 1½ cent
Ties, Railroad, carload, minimum weight 40,000 lbs . . . . . 1 cent
Tiff. . . . . 1½ cent
Tin, Scrap. . . . . 1½ cent

I. C. C. No. 7. Freight Tariff No. 14.

WIGGINS FERRY COMPANY. ST. LOUIS TRANSFER RY. CO. EAST ST. LOUIS CONNECTING RY. CO.

Issued December 26th, 1905. To I. C. C. December 26th, 1905. In effect January 1st, 1906.

Subject to change without other notice than that required by law. Supersedes all former tariffs, supplements and amendments thereto, and all special rates.

Naming carload rates on bituminous coal mined in Illinois from Baltimore & Ohio Southwestern Railroad;

Cleveland, Cincinnati, Chicago & St. Louis Railway; Chicago, Burlington & Quincy Railway; Chicago & Alton Railway; East St. Louis & Carondelet Railway; Chicago, Peoria & St. Louis Railway; Illinois Central Railroad; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis Merchants Bridge Terminal Railway; St. Louis, Troy & Eastern Railroad; Southern Railway; Terminal Railroad Association of St. Louis; Toledo, St. Louis & Western Railroad; Vandalia Railroad Company; Wabash Railroad, terminating in East St. Louis, Ill., to St. Louis, Keokuk & Northwestern Railroad; Missouri, Kansas & Texas Railway; Missouri Pacific Railway; St. Louis, Iron Mountain & Southern Railway, (West of Mississippi River); St. Louis Southwestern Railway; St. Louis Merchants Bridge Terminal Railway (West of Mississippi River); Wabash Railroad (North St. Louis), terminating in St. Louis, Mo., also to yards and industries located on these companies' tracks in St. Louis, Mo.

20 cents per net ton. Minimum carload 35 tons.

L. W. Putnam, Commercial Agent, St. Louis, Mo.
C. J. Snell, Agent, East St. Louis, Ill.
H. E. Watkins, Agent, St. Louis, Mo.
Geo. Hannauer, Superintendent, St. Louis, Mo.
W. K. Kavanaugh, President and General Manager, St. Louis, Mo.

WIGGINS FERRY COMPANY. EAST ST. LOUIS CONNECTING RAILWAY. ST. LOUIS TRANSFER COMPANY.

I. C. C. No. 7. Effective Jan. 1st, 1906. Amendment No. 3. (Cancels all previous amendments and includes all changes.) To freight tariff No. 14.

Coal.—Bituminous. 20c per net ton. Minimum carload 25 tons.

For connecting line railway company use, 1c per hundred pounds, no minimum.

Issued August 6th, 1906. Effective August 20th, 1906.

L. W. Putnam,
Commercial Agent.

Complainant's Exhibit No. 76.

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Cleveland, Cincinnati, Chicago & St. Louis Railway.
Illinois Central Railroad.
Litchfield & Madison Railroad.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
St. Louis & O'Fallon Railway.
St. Louis, Belleville & Southern Railway.
Southern Railway (St. Louis-Louisville Lines.)
The Wabash Railroad.
The St. Louis, Troy & Eastern Railroad.
Vandalia Railroad.

Information Circular No. 6. (Canceling information Circular No. 5, May 1, 1905.) Containing copies of the Individual Rates charged by the several roads between the points named herein on bituminous coal. Carloads, minimum weight as per individual issue of each road, from mines in the state of Illinois to East St. Louis, etc., Illinois.

In effect June 1st, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg.,
St. Louis, Mo.

St. Louis, Mo., June 3, 1905.
File 205-A.

B. & O. S. W. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.: :

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Ruby	Furmans	11	25
Ridge Prairie	Carbon	14	25
Carbon	Carbon	14	25
Taylor.	Carbon	14	25

O'Fallon No. 1.	O'Fallon	17	25
Bennetts.	Lebanan	20	25
Trenton, South.	Trenton	28	25
Trenton, New	Trenton	28	25
Breese, West.	Breese	38	25
Breese, East	Breese	38	25
Buxton	Buxton	42	25
Sandoval Coal and Mining Co.	Sandoval	60	32½
Odin Coal Co.	Odin	63	32½
Salem	Salem	69	32½

C. C. C. & ST. L. RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
New Staunton Coal Co.	Livingston	34	25
Gillespie.	Gillespie	45	25
Hornsby.	Hornsby	50	25
Hillsboro Coal Co.	Hillsboro	55	25
Kortkamp Coal Co.	Kortkamp Switch	57	25
Montgomery Mine.	Witt	64	25
Pana Coal Co.	Pana	82	60

LITCHFIELD & MADISON RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Henrietta Coal Co.	Edwardsville	18	25
Edwardsville No. 3.	Edwardsville	18	25
Kerens, Donnewald Coal Co.	Worden	28	25
Consolidated Coal Co. No. 7.	Staunton	34	25

Mt. Olive & Staunton Coal Co. No. 1	Staunton	34	25
Mt. Olive & Staunton Coal Co. No. 2.	Staunton	34	25
Litchfield Mining & Power Co.	Litchfield	48	25

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Murphy.	Belleville	16	25
Walnut Valley	Belleville	16	25
Hippard	Belleville	16	25
Richland.	Belleville	17	25
Branch.	Belleville	18	25
Wilderman.	Belleville	18	25
St. Clair.	Belleville	19	25
Randall.	Freeburg	20	25
Freeburg.	Freeburg	22	25
Darmstatter.	New Athens	30	25
Kolb No. 1.	New Athens	30	25
Kolb No. 3.	New Athens	30	25
New Lenzburg.	Lenzburg	34	25
Advance.	Marissa	37	25
Eureka No. 2.	Marissa	38	25
Borders No. 1.	Marissa	38	25
Borders No. 2.	Marissa	38	25
Eureka No. 1.	Marissa	38	25
Marissa.	Marissa	38	25
O. K. Mine.	Marissa	39	25
Meek	Marissa	40	25
Oak Ridge.	Marissa	40	25
Tilden.	Tilden	41	25
Crystal	Tilden	41	25
Consul	Coulterville	45	25
Coulterville.	Coulterville	47	25
West Muddy	Coulterville	48	25
Winkle.	Winkle	53	25

Jupiter No. 4.	Pinckneyville	61	25
White Walnut	Pinckneyville	62	25
Greenwood	DuQuoin	71	32½
Horn.	DuQuoin	71	32½
Jupiter No. 3	DuQuoin	71	32½
Jupiter No. 1.	DuQuoin	71	32½
Pope.	DuQuoin	71	32½
Percy	DuQuoin	71	32½
Sun.	DuQuoin	71	32½
Jupiter No. 2.	DuQuoin	71	32½
Jupiter No. 5	DuQuoin	71	32½
Diamond.	DuQuoin	71	32½
Southern.	DuQuoin	71	32½
New Moon.	DuQuoin	71	32½
Queen.	DuQuoin	71	32½
Equitable.	DuQuoin	71	32½
Forester.	DuQuoin	71	32½
Harrison.	Harrison	82	40
Hallidayboro.	Hallidayboro	83	40
Gartside.	Murphysboro	83	40
Chicago-Carbondale	DeSoto	85	40
Inland C. & W. Co.	DeSoto	85	40
Zeigler.	Zeigler	86	40
Mt. Carbon No. 9.	Murphysboro	86	40
Mt. Carbon.	Murphysboro	86	40
Wilson.	Carterville	97	40
Burr A.	Carterville	99	40
Burr B.	Carterville	99	40
Burr C.	Carterville	99	40
Dawes.	Carterville	99	40
John.	Cambria	100	40
Colp.	Cambria	100	40
New Donaly.	Cambria	100	40
Lauder.	Cambria	100	40
Dick.	Cambria	100	40
Sunny Side.	Herrin	105	40
Chicago & Herrin.	Herrin	105	40
New Ohio No. 3.	East Carterville	105	40
C. M. Co.	East Carterville	105	40

Carterville Colliery Co.....	East Carterville	105	40
Carterville-Herrin	Herrin	105	40
Chicago & Carterville.....	Herrin	106	40
Herrin No. 7.	Herrin	106	40
Galatia.	Galatia	110	40
Johnston-Carterville Coal Co...	Johnston City	112	40
Eldorado C. & C. Co.. .	Eldorado	120	40
Eldorado Coal Co.	Eldorado	120	40

Rates applying to Madison, Granite City, Venice and East St. Louis, Ill., from the following mines.

Glen Carbon No. 2. .	Glen Carbon	13	25
Glen Carbon.	Glen Carbon	13	25
Mt. Olive No. 5.	Mt. Olive	43	25
Litchfield.	Litchfield	50	25
Divernon No. 6.	Divernon	91	40

ST. LOUIS, BELLEVILLE & SOUTHERN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Madison No. 7.	Ogles	9	25

L. & N. R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Valley	Birkners	9	25
Summit.	Summit	11	25
Royal.	Summit	11	25
Fullerton.	Summit	11	25
Humboldt.	Belleville	12	25
Branch No. 2.	Belleville	12	25
Massie.	Belleville	13	25

Yoch (Highland)	Belleville	13	25
Glendale.	Belleville	14	25
Rentchler.	Rentchler	19	25
Enterprise.	Rentchler	19	25
Beatty.	Mascoutah	22	25
Mascoutah.	Mascoutah	24	25
Nashville.	Nashville	48	25
Mt. Vernon	Mt. Vernon	79	35
Brooklyn.	Brooklyn	125	35
Equality.	Equality	128	35
East Side Mine.	Equality	128	36

MOBILE & OHIO R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Boyd	Sparta	53	25
Eden.	Sparta	56	25
Willis Coal & Mining Co. No. 5.	Percy	63	25
Willis Coal & Mining Co. No. 6.	Percy	64	25
Willis Coal & Mining Co. No. 1.	Willisville	66	25
Mo. & Illinois	Willisville	66	25
Willis Coal & Mining Co. No. 2.	Bryden	80	40
Gartside No. 4. . . .	Murphysboro	87	40
Blair.	Murphysboro	87	40

ST. LOUIS & O'FALLON RAILWAY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
St. L. & O' F. No. 1.	———	8	25. .
St. L. & O'F. No. 2.	———	9	25

THE ST. LOUIS, TROY & EASTERN R. R. CO.

List of coal mines, stations and the freight rates applying to East St. Louis, Venice, Madison, Granite City and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Donk Bros. Coal & Coke Co. Mine No. 1.	Donkville	13	30
Donk Bros. Coal & Coke Co. Mine No. 2.	Maryville	16	40
Donk Bros. Coal & Coke Co. Mine No. 3.	Troy	19	40

SOUTHERN RAILWAY (ST. LOUIS-LOUISVILLE LINES.)

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Avery	Harmony	11	25
Lenz Coal & Mining Co. No. 1.	Harmony	11	25
Oakland	Harmony	11	25
Gartside	Gartside	12	25
Oak Hill	Gartside	12	25
Schureman	Gartside	13	25
Glendale No. 2.	Belleville	13	25
Pittsburg	Belleville	15	25
Green Mount	Belleville	15	25
Muren Bros. No. 1.	Belleville	17	25
Lenz Coal & Mining No. 2.	Shiloh	21	25
Little Oak	Shiloh	21	25
Muren Bros. No. 2.	New Baden	30	25
Germantown Coal Co.	Germantown	39	25
Centralia	Centralia	62	35
Mt. Vernon	Mt. Vernon	86	35

VANDALIA R. R.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Abbey No. 3.	Collinsville	11	25
Heintz Bluff	Collinsville	12	25
Lumaghi No. 2.	Collinsville	12	25
Lumaghi No. 3.	Collinsville	12	25
Consolidated No. 17.	Collinsville	12	25
Brookside.	Troy	18	25

THE WABASH RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Home Trade Coal Co.	Edwardsville	21	25
Madison Coal Co.	Edwardsville	21	25
Interstate C. & M. Co.	Worden	30	25
Kerens-Donnewald Coal Co.	Worden	30	25
Consolidated No. 7.	Staunton	35	25
Consolidated No. 6.	Staunton	35	25
Consolidated No. 14.	Staunton	35	25
De Camp Fuel Co.	Staunton	35	25
Consolidated No. 8.	Mt. Olive	41	25
Consolidated No. 10.	Mt. Olive	41	25
Girard Coal Co.	Litchfield	49	25
Miller Coal Co.	Raymond	60	25
Springfield Mining Co. No. 6.	Taylorville	82	65
Christian County Coal Co.	Taylorville	82	65
Blue Mound Coal Co.	Blue Mound	96	65

ST. LOUIS COAL TRAFFIC BUREAU.

Baltimore & Ohio Southwestern Railroad.
Chicago & Eastern Illinois R. R. (Frisco System.)
Cleveland, Cincinnati, Chicago & St. Louis Railway.
East St. Louis & Suburban Ry.
Illinois Central Railroad.
Litchfield & Madison Railway.
Louisville & Nashville Railroad.
Mobile & Ohio Railroad.
St. Louis & Belleville Electric Ry.
St. Louis & O'Fallon Railway.
St. Louis, Belleville & Southern Railway.
St. Louis, Troy & Eastern Railway.
Southern Railway (St. Louis-Louisville Lines.)
Vandalia Railroad.
Wabash Railroad.

Amendment No. 2. (Including all changes.) (Canceling Amendment No. 1.) to Information Circular No. 6. Containing copies of the Individual Rates charged by the several roads between the points named herein on bituminous coal, carloads, minimum weight as per individual issue of each road from mines in the State of Illinois, East St. Louis, etc., Illinois.

In effect September 1, 1905.

R. M. Fraser, Secretary,
Rooms 314-315 Wainwright Bldg,
St. Louis, Mo.

St. Louis, Mo., September 12, 1905.

ILLINOIS CENTRAL RAILROAD.

List of coal mines, stations and the freight rates applying to East St. Louis and East Carondelet, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Harrison	Harrison	82	35
Hallidayboro	Hallidayboro	83	35
Gartside	Murphysboro	83	35
Chicago-Carbondale	De Soto	85	35

Inland C. & W. C.	De Soto	85	35
Zeigler.	Zeigler	86	35
Mt. Carbon No. 9	Murphysboro	86	35
Mt. Carbon.	Murphysboro	86	35
Wilson.	Carterville	97	35
Burr A.	Carterville	99	35
Burr B.	Carterville	99	35
Burr C.	Carterville	99	35
Dawes.	Carterville	99	35
John.	Cambria	100	35
Colp.	Cambria	100	35
New Donaly.	Cambria	100	35
Lauder.	Cambria	100	35
Dick	Cambria	100	35
Sunny Side.	Herrin	105	35
Chicago & Herrin	Herrin	105	35
New Ohio No. 3.	East Carterville	105	35
C. M. Co.	East Carterville	105	35
Carterville Colliery Co.	East Carterville	105	35
Carterville-Herrin.	Herrin	105	35
Chicago & Carterville.	Herrin	106	35
Herrin No. 7.	Herrin	106	35
Galatia.	Galatia	110	35
Johnston-Carterville Coal Co.	Johnston City	112	35
El Dorado Coal Co.	Eldorado	120	35
Eldorado C. & C. Co.	Eldorado	120	35

C. & E. I. R. R. (FRISCO SYSTEM.)

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
New Staunton Coal Co.	Livingston	34	25
Deering Coal Co. Mine No. 25.	Witt	64	25

EAST ST. LOUIS & SUBURBAN RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Prairie.	———	11	25
St. Ellen	———	12	25

ST. LOUIS & BELLEVILLE ELECTRIC RY.

List of coal mines, stations and the freight rates applying to East St. Louis, Ill.:

Name of Mine.	Stations at or near which Located.	Distance in Miles from E. St. Louis.	Per Ton of 2,000 lbs. in Cents
Suburban.	———	6	25
Superior.	———	7	25
Avery.	———	7	25
Lenz No. 1.	———	8	25

Complainant's Exhibit No. 76-A.

I. C. C. No. 4.
Freight Tariff No. 4.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Issued April 20, 1900. To. I. C. C. April 20, 1900.
In effect May 1, 1900.

Subject to change without other notice than required by law. Supersedes all former tariffs, supplements and amendments thereto, and all special rates. between Baltimore & Ohio Southwestern Ry.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago, Burlington & Quincy R. R.: Chicago & Alton R. R.; East. St. Louis & Carondelet Ry.; East St. Louis Conn. Ry.; Chicago, Peoria & St. Louis Ry.; Illinois Central R. R.; Louisville, Evansville & St. Louis Con. R. R.; Louisville & Nashville R. R.; Mobile & Ohio R. R.; St. Louis

Merchants Bridge Terminal Ry.; St. Louis, Vandalia & Terre Haute Ry.; St. Louis, Troy & Eastern Ry.; Toledo, St. Louis & Kansas City R. R.; Venice & Carondelet Belt Ry.; Wabash R. R. (East of Mississippi River); Wiggins Ferry (East of Mississippi River); terminating in East St. Louis, Madison and Granite City, Ill., and Missouri Pacific Ry.; Missouri, Kansas & Texas Ry.; St. Louis, Kansas City & Colorado R. R.; St. Louis & San Francisco R. R.; St. Louis, Iron Mountain & Southern Ry.; St. Louis, Keokuk & Northwestern R. R.; St. Louis Transfer Ry.; Wabash R. R. (West of Mississippi River); Wiggins Ferry (West of Mississippi River); terminating in St. Louis, Mo., also between yards, industries and elevators located on this company's tracks in St. Louis, Mo.; also all railroads terminating in St. Louis Mo., and yards, industries, elevators and switches located on this company's tracks in East St. Louis, and St. Louis Merchants Bridge Terminal Railway Company's tracks in Venice, Madison and Granite City, Ill., and between all railroads terminating in East St. Louis, Venice, Madison and Granite City, Ill., and elevators, industries, Warehouses and yards located on this company's tracks in St. Louis, Mo.

J. L. Penny, Commercial Agent.
L. W. Putnam, Soliciting Agent.
F. X. Roederer, Freight Agent.
W. S. McChesney, Jr., Vice-Pres't. and Gen'l Manager.

Freight, in carloads, to one consignee, when loaded and unloaded by order, two (2) cents per hundred pounds.

All cars subject to a minimum of 25,000 pounds, except as classified below, subject to rules following:

Classification—	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1½
Bark (Spent), minimum 40,000 lbs.	1
Bark	1½

Bituminous Rock 1
Box Stuff. 1½
Blinds. 1½
Bran. 1½
Brick. 1
Brooms, no minimum. 2
Bones 1½
Bone Black 1½
Barytes, minimum 40,000 lbs. 1
Carbonite. 1½
Carriers and Trays, empty, returned ..... $3.00 per car
Cartridges, Loaded Shells. 1½
Castor Beans. 1½
Cement. 1½
Cinders, minimum 30,000 lbs. 1
Cinders, Mill. 1
Clay, minimum, in bulk, 40,000 lbs. 1
Clay, N. O. S. 1¼
Coal, Bituminous. ..... See Note 1.
Coal, Anthracite. 1½
Coke. 1½
Copperas. 1½
Corn Meal 1½
Cotton, no minimum 2
Cotton Waste, in bales, no minimum 2
Cotton Seed Hulls. 1½
Cullett (Broken Glass) 1½
Copper Matte 1½
Cracklings (Soap Stock) 1½
Crackers, no minimum 2
Canned Goods, no minimum 2
Coffee, no minimum. 2
Corn Meal, no minimum. 2
Chair Timber. 1
Doors. 1½
Earthenware, N. O. S., no minimum 2
Felt, Roofing, in rolls. 1½
Feldspar. 1½
Fertilizer. 1½
Facing, Foundry, Coal or Plumbago. 1½
Flax Seed. 1½

Flour. 1½
Fish, no minimum 2
Glucose Refuse. 2½
Glassware, N. O. S., no minimum 2
Grain. . . . . See Note 4.
Grits.. . . . . 1½
Granite, finished 2
Granite Paving Blocks. 1¼
Granite, crushed or unwrought. 1
Gravel, minimum 40,000 lbs. 1
Grindstones. 1½
Handles, wood. 1½
Heading. 1½
Hay. . . . . See Note 5.
Hoops and Hoop Poles. 1½
Hides, no minimum. 2
Ice. 1
Iron, Anvils, Axes, Adzes, Band Bar, Beam, Bolts, Cotton Ties, Castings, Nails, Car Springs, Chains, Hatchets, Horse Shoes, Spikes, Nuts, Pipe, Pig, Picks, Plate, Sheet, Wire, Structural, Wheels, Vises, Axles, Rods. 1½
Iron, Scrap. 1¼
Jute Butts, no minimum 1½
Junk. 1½
Laundry Tubs, Earthen, minimum, 20,000 lbs. 2
Lime. 1½
Live Stock. . . . . See Note 2.
Live Stock, returned. . . . . See Note 2.
Lumber, Lath and Logs. 1½
Malt and Malt Sprouts. 1½
Malt, Flake, minimum 24,000 lbs. 1½
Malt Refuse, no minimum 1½
Machinery, old, returned to maker for repairs. . . . . Half Tariff Rates.
Manure, minimum 30,000 lbs. 1
Marble, unwrought. 1½
Marble, planed, sawed, cut or finished. 2
Mineral Water, in tank cars. 1½
Mill Feed. 1½
Molasses, no minimum 2

Mazone. 1½
Novaculite, minimum 40,000 lbs. 1
Oil, N. O. S. 1½
Oil Cake and Meal 1½
Ore, all kinds, except Ground Iron. 1¼
Ore, Ground Iron 1½
Oil, Oleo and Lard 2
Paper Stock 1½
Piling. 1½
Pitch. 1½
Plaster. 1½
Poles and Posts. 1½
Powder, between connecting railroads, minimum 20,000. 4
Powder (not taken for city delivery.)
Railway Equipment. . . . . See Note 3.
Rosin 1½
Roots, minimum 36,000 lbs. 1½
Rice, no minimum 2
Rice and Rice Meal, Brewers' 1½
Rails and Fastenings. 1½
Salt. 1½
Salt Cake. 1½
Sand, minimum 40,000 lbs. 1
Sash. 1½
Sawdust. 1¼
Screenings and Shipstuff 1½
Sewer Pipe, minimum 32,000 lbs. 1¼
Shingles. 1½
Shooks. 1½
Slag. 1
Soap Lye, in tanks. 1½
Soap Stock. 1½
Soda and Soda Ash 1½
Staves and Stave Bolts 1½
Shavings. 1¼
Sugar, no minimum 2
Stone, ornamental. 2
Stone, planed, sawed or cut, dressed or rough dressed 1½

Stone, rip-rap, rubble, crushed, rough, blocks, unwrought, foundation. 1
Sulphate of Ammonia 1½
Seed. 1½
Straw. . . . . $4.00 per car.
Tar. 1½
Tobacco, all kinds, no minimum 2
Tobacco Stems. 1½
Ties, railroad, no minimum. 1
Tripoli. 1½
Trans-Continental Freight, no minimum (regardless of classification 2.) 2
Tile, building, drain, hollow, roofing and conduit, minimum 32,000 lbs. 1¼
Terra Cotta. 1¼
Tank Cars (all freight not otherwise specified) 1½
Wagon Wood (in the rough), Hubs, spokes and Axles. 1½
Wagon Skeins. 1½
Whiting. 1½
Wool, for fuel, minimum 40,000 lbs. 1
Wool, no minimum. 2
Zinc Skimmings. 1¼

NOTE 1.—COAL, BITUMINOUS.

Destined to this company's yards and industries located on switches connected with its tracks to points on:

Wabash Railroad Company's tracks to and east of King's Highway, and in North St. Louis to and east of Prairie Ave. (Illinois Coal only.)

Missouri Pacific Railway Company's tracks to and east of Cheltenham on main line.

Oak Hill line to and north of Carondelet.

St. Louis, Iron Mountain & Southern Ry. Company's tracks to and north of Delore Street.

St. Louis, Keokuk & Northwestern Ry. Company's tracks to and south of Bircher Street.

St. Louis & San Francisco Railroad Company's tracks to and east of Cheltenham.

One and one-half (1½) cents per 100 lbs. Minimum 30,000 lbs. Same destined beyond switching limits in St. Louis.

One (1) cent per 100 lbs. Minimum 40,000 lbs.

For railroad company's use, no minimum, 1 cent per 100 lbs.

NOTE 2.—LIVE STOCK.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at Madison, Venice, Granite City and East St. Louis, Ill.; also National Stock Yards:

One animal	$4.00
Two or more animals	5.00

Between other western lines and the above:

One animal	$3.00
Two or more animals	4.00
When returned from National Stock Yards for slaughter, loaded in stock cars returning to western lines, per car	3.00
Race Horses and Fair Stock, with feed and trappings	5.00

Man in charge of stock passed free. No return pass given.

NOTE 3.—RAILWAY EQUIPMENT.

Freight Car, standard gauge, per car	$ 2.00
Caboose, per car	3.00
Baggage, Mail or Express, standard gauge, per car	5.00
Coach or Sleeper, standard gauge, per car	6.00
Locomotive and Tender, standard gauge	15.00
Narrow Gauge Equipment, all kinds	Two (2) cents per 100 lbs.

NOTE 4.—GRAIN, N. O. S.

Between elevators in St. Louis, connecting railroads terminating in St. Louis, and elevators located in, or railroads terminating in East St. Louis, Madison, Venice or Granite City, Ill., no minimum, 1 cent per 100 lbs.

NOTE 5.—HAY.

Between all railroads in East St. Louis and St. Louis Hay Exchange Warehouses, and Mississippi Valley Hay Warehouses, per car, $4.00.

Freight in quantities less than carloads, two (2) cents per hundred pounds.

Between this company's established freight depots in St. Louis, and all railroads in East St. Louis, except as classified below; subject to rules following:

Classification—	In Cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.	5
Agricultural Implements, when returned to maker for repairs.	2½
Acids, in glass.	10
Barrels and Boxes, empty.	5
Barrels and Boxes, returned to shipper	2½
Baskets.	10
Bed Springs.	5
Bird Cages, set up.	10
Bird Cages, K. D. and nested	5
Blinds.	5
Bricks, loose.	5
Brooms.	5
Broom Corn, in bales.	3
Bamboo Furniture.	10
Bath Tubs.	5
Burial Cases and Coffins, Single, with Glass	10
Burial Cases and Coffins, nested, with Glass	5
Burial Cases and Coffins, common	5
Building Tile, hollow.	5
Bicycles.	5
Billiard Tables, K. D.	4
Bran Dusters.	5
Cans, empty.	10
Cans, in cartons or boxes.	5
Cans, when used as carriers and returned to shippers.	5
Carboys, empty	5

Cauldron Kettles 5
Chairs, except upholstered. 5
Chairs, upholstered. 10
Chairs, Rockers. 10
Children's Carriages, not boxed or crated. . Not taken
Children's Carriages, boxed or crated 10
Children's Carriages, K. D., nested or crated. . . . 5
Cigars and Cigarettes 5
Comforts, in bales. 4
Cornices, crated or boxed, and Cornice Trimmings. 5
Cornices, loose. . . . . Not taken
Corks, in bags. 2
Cotton, bundles or batting 5
Cribs, Baby, set up 10
Dairy Products, eggs 5
Demijohns. 5
Doors. 5
Drain Tile. 4
Drums, empty. 5
Drugs, in carboys. 10
Earthenware, in boxes or crates. 3
Earthenware, loose . . . . . Special contract.
Egg Cases. 5
Egg Cases, returned to shipper. 2½
Evaporator Pan. 5
Excelsior, in bundles or bags. 5
Fanning Mills. 10
Feathers. 5
Feathers, compressed in bales 2
Fruit Jars, O. R. 5
Furniture, N. O. S. 5
Furs and Pelts. 5
Glass, Looking, O. R. 5
Glass, Plate, not extra size, O. R. 5
Glass, extra size, too large for box car door, O. R. . . . . Special contract
Grindstones, mounted. 5
Guttering. 5
Hats and Caps, in racks. 5
Hay. 5

Headstones. 4
Headlights. 5
Hides. 2
Hobby Horses, loose. . . . . Not taken.
Hobby Horses, crated. 5
Houshold Goods. 5
Hops. 5
Incubators. 5
Iron Bedsteads. 4
Iron Pulleys, Wheels, Light Castings, loose. 3
Kegs, empty. 5
Laundry Tubs, Earthen. 4
Lumber, loose. 5
Lumber, in bundles. 3
Machinery, all kinds. 5
Machinery, returned to maker for repairs. 2½
Marble Slabs. 5
Mattresses. 5
Meats, fresh. . . . . Not taken.
Millinery Goods. 5
Moss, Hair, in bales 3
Moss, hair, in bags. 5
Musical Instruments 5
Oakum, in bales. 3
Ovens, Gasoline. 5
Pianos and Organs. 5
Paintings, Oil . . . . . Not taken.
Packing House Products. 5
Picture Frames, Moulding, Backing, in bundles. . 5
Plants, in bales. 5
Poultry and Game, dressed or alive. . . . . Not taken.
Powder. 10
Radiators, Galvanized Sheet Iron or Tin 5
Rags, in bags or packages not pressed 5
Ranges, Cooking, Wrought Iron 5
Rattan Furniture. 10
Reels, Wire and Cable. 5
Retorts, Clay, loose. 5
Safes, Iron. 5
Sash. 5
Sewing Machines, set up and crated, or boxed. . 5

Sewing Machines, not crated or boxed ....Not taken.
Sewer pipe 4
Show Cases, boxed or crated 5
Show Cases, not boxed or crated .....Not taken.
Sieves, Sifters, in bundles 10
Sieves, Sifters, K. D., boxed, nested or crated 2
Skiffs and Boats. 10
Soda Fountains. 5
Statuary, crated. .....Special contract.
Stills, Copper. 5
Store and Saloon Fixtures. 10
Stoves, Gas and Vapor. 5
Stoves, Cooking or Heating 5
Stove Pipe and Elbows. 5
Terra Cotta 4
Tubs and Pails, nested 5
Trees, boxed. 3
Trunks, empty. .....s..... 5
Trunk Tops, nested 3
Tinware, not nested. 5
Valises, loose. 5
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs, each.... 5
Wagons. 5
Wagons, Children's boxed or crated 5
Wagons, Children's not boxed or crated....Not taken.
Wagon Wheels, Rims or Shafts 5
Willowware. 10
Wire Springs. 5
Wheelbarrows, set up 5
Woodenware, nested and boxed. 3
Wool, in bags. 5
Yarn, in sacks. 5

Between this Company's Warehouses, St. Louis, and Granite City and Madison, Ill., all classes, five (5) cents per 100 pounds. No single shipment will be carried for less than twenty-five (25) cents.

RULES—FREIGHT IN CAR LOADS.

1. The following minimum weights will apply, except as noted in classification:

Freight charged for at two (2) cents per 100 lbs., 25,000 pounds.

One and one-half (1½) cents per 100 pounds, 30,000 pounds.

One and one-fourth (1¼) cents per 100 pounds, 36,000 pounds.

One (1) cent per 100 pounds, 50,000 pounds.

2. The National Stock Yards charge one dollar ($1) per car trackage, on business to and from industries located on its tracks, must be added to transfer rates.

3. No loaded car will be recived by this company unless accompanied by reguler way-bill, showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on way-bill.

4. Rules of the Central Car Service Association will be enforced on car load freight delivered on the tracks of this company.

5. Articles which require two or more cars for their transportation, shall be charged at actual weight of the commodity at the tariff rate, but in no case will a charge of less than the established car load minimum of one car be accepted.

6. All freight taking car load rates shall be loaded and unloaded by owner.

7. Agricultural Implements, Boilers, heavy and large Machinery and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

FREIGHT IN LESS THAN CAR LOADS.

8. The minimum charge for any one consignment will be one hundred pounds at tariff rate, but no single consignment for less than ten cents.

9. Consignments of freight from one connecting line to another may be loaded in same car with freight for company's warehouses, at 11th and Poplar streets, and will be carried at regular tariff rates.

10. Mixed freight in lots of not less than 5,000 pounds, loaded by delivering line and unloaded by receiving line, will be handled at same rates as apply to company's warehouses.

11. No less than car lots of freight will be received in St. Louis, except at the Company's warehouses or at Cupples Station, nor east of the Mississippi River unless destined to these warehouses, except they be subject to the regular minimum charge for car load, or when between connecting lines as per Rule 10.

12. Maximum charge for any single consignment shall not exceed the minimum charge at car load rates for the same article.

13. All freight must be removed promptly by consignees, and shall be at their entire risk after twenty-for (24) hours from receipt of notice by them. If not removed within forty-eight hours goods may be stored in public warehouse.

14. All consignments will be charged for at actual gross weight.

15. All property shall be subject to necessary cooperage or baling at owner's cost, and any package not in safe shipping condition will be refused.

16. These rates do not apply to consignments which, from their nature, require a separate car for their transportation. Such consignments will be charged at minimum car load rates, except as otherwise provided for or covered by special agreement.

17. Rules of connecting lines for whom goods are received will apply.

Complainant's Exhibit No. 77.

I. C. C. No. 5.
Freight Tariff No. 5.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Issued June 1st, 1904. To I. C. C. June 1st, 1904.
In effect June 15th, 1904.

Naming rates between Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. Louis Railway; Chicago, Burlington & Quincy Railroad; Chicago & Alton Railway; East St. Louis & Carondelet Railway; East St. Louis Connecting Railway; Chicago, Peoria & St. Louis Railway; Illinois Central Railroad; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Railway; St. Louis, Iron Mountain & Southern Railway (East of Mississippi River); St. Louis Merchants Bridge Terminal Railway; St. Louis & O'Fallon Railway; St. Louis, Vandalia & Terre Haute Railroad; St. Louis, Troy & Eastern Railroad; Southern Railway; Toledo, St. Louis & Western Railroad; Venice & Carondelet Railway; Wabash Railroad (East of Mississippi River); Wiggins Ferry (East of Mississippi River), terminating in East St. Louis, Madison and Granite City, Ill., and Chicago, Rock Island & Pacific Railway; Missouri Pacific Railway; Missouri, Kansas & Texas Railway; St. Louis, Iron Mountain & Southern Railway (West of Mississippi River); St. Louis, Kansas City & Colorado Railroad; St. Louis & San Francisco Railroad; St. Louis, Keokuk & Northwestern Railroad; St. Louis Southwestern Railway; St. Louis Transfer Railway; Wabash Railroad (West of Mississippi River); Wiggins Ferry (West of Mississippi River), terminating in St. Louis, Mo., also between yards and industries located on this company's tracks in St. Louis, Mo.; also all railroads terminating in St. Louis, Mo., and yards and industries located on this company's tracks in East St. Louis,

Madison and Granite City, Ill., and between all railroads terminating in East St. Louis, Madison and Granite City, Ill., and yards and industries located on this Company's tracks in St. Louis, Mo.
J. L. Penney, Commercial Agent.
L. W. Putnam, Contracting Agent.
A. S. Johnson, Freight Agent.
W. S. McChesney, Jr., President.

Freight in car loads, to one consignee, when loaded and unloaded by owner, two (2) cents per hundred pounds.

All cars subject to a minimum of 25,000 pounds, except as classified below, and subject to rules following:

Classification—	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1½
Bark	1½
Brick, N. O. S.	1½
Brick, Common and Fire	1
Bones	1½
Barytes	1½
Carbonite	1½
Carriers, empty, returned	$3.00 per car.
Cement	1½
Charcoal	1½
Cinders, minimum 30,000 lbs.	1
Cinders, mill	1
Clay, common and fire	1
Clay, N. O. S.	1¼
Coal, Bituminous	See Note 1.
Coal Anthracite	1½
Coke	1½
Copperas	1½
Cotton, minimum 15,000 lbs.	2
Cotton Waste	1½
Felt, Roofing, in rolls	1½
Feldspar	1½

Fertilizer. 1½
Facing, Foundry, Coal or Plumbago. 1½
Flax Seed. 1½
Glucose Refuse. 1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs. 1
Grain Products: Ceraline, Cream of Maize, Flake Malt, Frumentum, Quick Malt, Silver Flake Malt, Starch 2
Grain Products: Avena, Bran, Brewers' Dried Grain, Brewers' Meal, Buckwheat Flour, California Food, Corn Flour, Corn Meal, Cotton Seed Cake, Cotton Seed Hulls, Cotton Seed Meal, Cracked Corn, Cracked Wheat, Cream of Wheat, Distillers' Dried Slop, Dried Grain Molasses, Farina, Farinose, Flour, Germos, Glucose Feed, Gluten Meal, Grits, Groats, Ground Corn, Healthall, Hominy, Hulled Corn (except canned), Kaffir Corn Meal, Maizeline, Maizone, Malt, Malt Skimmings, Malt Sprouts, Middlings, Mill Feed, Oat Hulls, Oat Meal, Oil Cake, Oil Meal, Pearl Barley, Pearl Wheat, Rolled Oats, Rolled Wheat, Rye Flour, Screenings, Ship Stuffs, Shorts, Sprouting Barley, Vitos 1½
Granite, Finished 2
Granite, Unwrought 1½
Granite Paving Blocks 1¼
Granite, Crushed 1
Gravel 1
Grindstones 1½
Ice 1
Iron, Axles, Band, Bar, Beam, Bolts, Car Springs, Castings, Chains, Cotton Ties, Enameling Plate, Nails, Nuts, Pig, Pipe, Plate, Rods, Sheet, Spikes, Structural, Wheels, Wire 1½
Iron, Scrap 1¼
Jute Butts 1½
Junk 1¼
Lime 1½
Live Stock . . . . . See Note 2.

Lumber, Axles, Blinds, Box Stuff, Chairs, Doors, Handles, Headings, Hubs, Lath, Logs, Piling, Poles, Posts, Sash, Shingles, Shooks, Skeins, Spokes, Staves, Stave Bolts, Timber, Wagon Wood (in the rough) 1½
Machinery, Old, returned to maker for repairs 1
Manure, minimum 40,000 lbs. 1
Marble, planed, sawed, cut or finished 2
Marble, unwrought 1½
Mineral Water, in tank cars 1½
Novaculite, minimum 40,000 lbs. 1
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Paper Stock 1½
Pitch 1½
Plaster and Plaster Board 1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs. 4
Powder (not taken for city delivery) .....
Railway Equipment ..... See Note 3.
Rock, Bituminous 1½
Rosin 1½
Rice and Rice Meal, Brewers' 1½
Rails and Fastenings 1½
Salt 1½
Salt Cake 1½
Sand 1
Sawdust 1¼
Sewer Pipe, minimum 32,000 lbs. 1¼
Slag 1
Soap Stock 1½
Soda and Soda Ash 1½
Strawboard 1½
Shavings 1¼
Silica 1
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or unwrought, rough, foundation, filter 1½
Stone, crushed, macadam, rip-rap, rubble 1
Sulphate of Ammonia 1½
Straw 1½

Tar 1½
Tobacco, manufactured 2
Tobacco, Leaf, minimum 15,000 lbs. 2
Tobacco Stems 1½
Ties, Railroad 1
Tripoli and Tripoli Blocks 1½
Trans-Continental Freight, no minimum (regardless of classification) 2
Tile, building, drain, hollow, roofing and conduit . 1¼
Terra Cotta, common 1¼
Terra Cotta, in shape 2
Warrenite 1½
Whiting 1½
Wood, for fuel 1
Zinc, Skimmings and Oxide 1½

NOTE 1.—COAL, BITUMINOUS.

From connecting railroads in East St. Louis, Madison and Granite City, Ill.:

Destined to this Company's yards and industries in St. Louis, Mo., located on switches connected with its tracks in St. Louis, Mo., one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. I. M. & S. yards, St. Louis, Mo., to and north of Delore Street, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Wabash (West) yards, St. Louis, Mo., to and south of Luther Avenue, one and one-half (1½)) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Wabash U. D. Line yards, St. Louis, Mo., to and east of King's Highway, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Missouri Pacific Railway yards, St. Louis, Mo., to and east of Cheltenham, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks on Oak Hill Line to and north of Carondelet, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. Louis & San Francisco Railroad Company's yards, St. Louis, Mo., to and east of Cheltenham, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. yard, St. Louis, Mo., to and south of Prospect Hill, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in yards of railroad owned by City of St. Louis, Baden and south, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in yards of railroad owned by City of St. Louis, Chain of Rocks and north of Baden, two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. Yards, Fort Bellefontaine and South to Prospect Hill, two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to points beyond switching limits in St. Louis, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

For connecting railroad company use, one (1) cent per 100 lbs., minimum 40,000 lbs.

NOTE 2.—LIVE STOCK.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at Madison, Granite City and East St. Louis; also National Stock Yards:

One animal	$4.00
Two or more animals	5.00

Between other Western lines and the above:

One animal	$3.00
Two or more animals	4.00
When returned from National Stock Yards for slaughter, loaded in stock cars returning to western lines	4.00

Race Horses and Fair Stock, with feed and trappings 5.00

Man in charge of stock passed free. No return pass given.

NOTE 3.—RAILWAY EQUIPMENT.

Locomotive and Tender, standard gauge	$15.00
Freight Car, standard gauge, per car	2.00
Caboose, per car	3.00
Baggage, Mail or Express, standard gauge, per car	5.00
Coach or Sleeper, standard gauge, per car	6.00
Snow Plows, per car	10.00
Steam Shovels, per car	10.00
Derrick cars, per car	10.00
Crane Cars, per car	10.00
Narrow Gauge Equipment—two (2) cents per 100 lbs., minimum	5.00

FREIGHT IN QUANTITIES LESS THAN CAR LOADS, THREE (3) CENTS PER HUNDRED POUNDS.

Between this Company's established Freight Depots in St. Louis, and all railroads in East St. Louis, except as classified below; subject to rules following:

Classification—	In cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.	5
Agricultural Implements, when returned to maker for repairs	2½
Acid, in glass	10
Barrels, Kegs and Boxes, empty	5
Barrels and Boxes, returned to shipper	3
Baskets	10
Bed Springs	5
Bird Cages, set up	10
Bird Cages, K. D. and nested	5
Blinds	5
Bricks, Loose	5

Brooms 5
Broom Corn 5
Bamboo Furniture 10
Bath Tubs 10
Burial Cases and Coffins, single, with glass 10
Burial Cases and Coffins, N. O. S. 5
Building Tile 5
Bicycles 10
Billiard Tables 5
Bran Dusters 5
Cans, empty 10
Cans, in cartons or boxes 5
Cans, when used as carriers and returned to shippers 3
Carboys, empty 5
Cauldrons 5
Chairs, except upholstered 5
Chairs, upholstered 10
Chairs, rockers 10
Children's Carriages, not boxed or crated . . . . Not taken
Children's Carriages, boxed or crated 10
Children's Carriages, K. D., nested or crated 5
Cigars and Cigarettes 5
Comforts, in bales 5
Cornices, crated or boxed, and Cornice trimmings. 5
Cornice, loose . . . . . Not taken
Cork, in bags 5
Cotton 5
Cribs, Baby, set up 10
Dairy Products 5
Demijohns 5
Doors 5
Drain Tile 5
Drums, empty 5
Drugs, in carboys 10
Earthenware, in boxes or crates 5
Earthenware, loose . . . . . Special Contract.
Eggs 5
Egg Cases 5
Egg Cases, returned to shipper 3
Evaporator Pans 5

Excelsior, in bundles or bags 5
Fanning Mills 10
Feathers, N. O. S. 10
Feathers, compressed in bales 5
Fruit Jars, O. R. 5
Furniture, N. O. S. 5
Furs and Pelts 5
Glass, O. R. 5
Glass, extra size, too large for box car door, O. R. ..... Special contract
Grindstones, mounted 10
Guttering 5
Hats and Caps, in racks 5
Hay 10
Headstones 5
Headlights 10
Hides 5
Hobby Horses, loose ..... Not taken
Hobby Horses, crated 5
Household Goods 10
Hops 5
Incubators 10
Iron Bedsteads 5
Iron Pulleys, Wheels, Light Castings, loose 5
Kettles 5
Laundry Tubs, Earthen 5
Lumber 5
Machinery 5
Machinery, returned to maker for repairs 2½
Marble, Slabs 5
Mattresses 5
Meats, Fresh ..... Not taken
Millinery Goods 10
Moss 5
Musical Instruments, N. O. S. 10
Oakum 5
Ovens, Gasoline 5
Pianos and Organs 5
Paintings ..... Not taken
Packing House Products 5
Picture Frames, Moulding, Backing 5

Plants 10
Poultry and Game, dressed or alive . . . . . Not taken
Powder and High Explosives 10
Radiators 5
Rags, pressed in packages 5
Rags, in bags or packages, not pressed 10
Ranges 5
Rattan Furniture 10
Reels, Wire and Cable 5
Retorts, Clay 5
Safes, Iron 5
Sash 5
Sewing Machines, set up and crated or boxed 5
Sewing Machines, not crated or boxed . . . . . Not taken
Sewer Pipe 5
Show Cases, boxed or crated 5
Show Cases, not boxed or crated . . . . . Not taken
Sieves, Sifters, in bundles 10
Sieves, Sifters, K. D., boxed, nested or crated 5
Skiffs and Boats 10
Soda Fountains 10
Statuary, crated . . . . . Not taken
Stills 5
Store and Saloon Fixtures 10
Stoves, Gas or Vapor 5
Stoves, Cooking or Heating 5
Stoves, Pipes and Elbows 5
Terra Cotta 5
Tubs and Pails, nested 5
Trees 10
Trunks, empty 10
Trunks, nested 5
Tinware, not nested 10
Tinware, nested 5
Valises, loose 10
Valises, boxed 5
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs., each 5
Wagons 5

Wagons, Children's, boxed or crated..... 5
Wagons, Children's, not boxed or crated.....Not taken
Wagon Wheels, Rims or Shafts 5
Willowware 10
Wire Springs 10
Wheelbarrows, set up 5
Woodenware; nested and boxed 5
Wool 5
Yarn 5

Freight in quantities less than car loads, between this Company's warehouses, St Louis, Mo., and Granite City and Madison, Ill., five (5) cents per 100 pounds, except as classified above, which articles will be charged for at ten (10) cents per 100 pounds. No single shipment less than twenty-five (25) cents.

Supplement No. 2 to I. C. C. No. 5.

(Cancels Supplement No. 1 and includes all changes.)

TERMINAL RAILROAD ASSOCIATION OF ST LOUIS.

Supplement No. 2. (Cancels Supplement No. 1 and includes all changes.) To Freight Tariff No. 5. Naming rates between yards, industries and connecting lines at St. Louis, Mo., and East St. Louis, Madison and Granite City, Ill.

Issued April 24, 1907. Effective May 1, 1907.

By Authority of the Interstate Commerce Commission, April 20, 1907.

J. L. Penney, Traffic Manager.

Subject to rules and minimums as prescribed in tariff, unless otherwise noted. Rates in cents per hundred pounds, except as noted.

CAR LOADS.

Brass, Ashes, 1½ cents.

Brass, scrap, 1½ cents.

Brick, carload, minimum weight 40,000 lbs., 1 cent.

Brick Bats or Broken Brick, carload, minimum weight 60,000 lbs., ½ cent.

Calcium Chloride, 1½ cents.
Carnivals (see Circuses).
Chatts, 1 cent.
Cinders, between connecting lines, $3.00 per car.
Cinders, when for unloading on this company's rails, $4.00 per car.
Circuses, Viz.: Advertising, animal and equipment cars, coaches and sleepers, containing attendants:
When for unloading on our rails, $7.50 per car.
When handled between connecting lines, $5.00 per car.
Clay, carload, minimum weight 40,000 lbs., 1 cent.
Coal, Bituminous, all rates canceled. (See Tariff No. 6, I. C. C. No. 19.)
Concentrates, 1½ cents.
Copper Residue, 1½ cents.
Concrete Building Stone and Hollow Blocks, 1¼ cents.
Debris, for unloading on this Company's rails. $4.00 per car.
Equipment: Passenger, Baggage, Mail, Express, Coach and Sleeper, as provided for in Note No. 3 of Tariff, are canceled. For rates see I. C. C. No. 44.
Flour, for export, 1 cent.
Gas Retorts, 1¼ cents.
Locomotives, under steam, pilot charge in addition, $5.00 each.
Manganese, 1½ cents.
Mine Props and Mine Ties, carload, minimum weight 40,000 lbs., 1 cent.
Oil, in tank cars, 1½ cents.
Roll Scale, 1 cent.
Stone, unwrought, rough, foundation, not sawed or cut, 1 cent.
Sulphur, 1½ cents.
Ties, Railroad, carload, minimum weight 40,000 lbs., 1 cent.
Tiff, 1½ cents.
Tin, Scrap, 1½ cents.

LESS THAN CARLOAD.

Freight, except as classified in Tariff, 2 cents.

Complainant's Exhibit No. 78.

Freight Tariff No. 6.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Issued December 26th, 1905. To I. C. C., December 26th, 1905.

In effect January 1st, 1906.

Subject to change without other notice than required by law. Supersedes all former Tariffs, Supplements and Amendments thereto, and all Special Rates.

Naming carload rates on Bituminous Coal mined in Illinois from Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago, Burlington & Quincy Railroad; Chicago & Alton Railway; East St. Louis & Carondelet Ralway; East St. Lous Connecting Railway; Chicago, Peoria & St. Louis Railway; Illinois Central Railroad; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Railway; Chicago & Eastern Illinois Railroad; St. Louis Southwestern Railway (East of Mississippi River); St. Louis, Iron Mountain & Southern Railway (East of Mississippi River); St. Louis Merchants Bridge Terminal Railway; St. Louis & O'Fallon Railway; St. Louis, Troy & Eastern Railroad; Southern Railway; Toledo, St. Louis & Western Railroad; Vandalia Railroad Company; Venice & Carondelet Belt Railway; Wabash Railroad (East of Mississippi River); Wiggins Ferry (East of Mississippi River).

Terminating in Dupo, East St. Louis, Madison and Granite City, Ill., to Chicago, Rock Island & Pacific Railway; Missouri Pacific Railway; Missouri, Kansas & Texas Railway; St. Louis & San Francisco Railroad; St. Louis, Kansas City & Colorado Railroad; St. Louis,

Keokuk & Northwestern Railroad; St. Louis Transfer Railway; Wabash Railroad (West of Mississippi River); Wiggins Ferry (West of Mississippi River).

Terminating in St. Louis, Mo. Also to yards and industries on this Association's tracks in St. Louis, Mo.

Twenty cents per net ton. Minimum carload 35 tons.

J. L. Penney, Traffic Manager.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Amendment No. 2.

(Cancels Amendment No. 1.) To Freight Tariff No. 6, I. C. C. No. 19.

In effect January 1st, 1906.

Naming rate from connecting lines terminating in Dupo, East St. Louis, Madison and Granite City, Ill., to connecting lines terminating in St. Louis, Mo. Also to yards and industries located on Terminal Railroad Association's tracks in St. Louis, Mo.

COAL—BITUMINOUS.

Twenty cents per net ton. Minimum carload 25 tons.

Issued January 25, 1906.

Effective February 1, 1906.

J. L. Penney, Traffic Manager.

Complainant's Exhibit No. 79.

Freight Tariff No. 4.

ST. LOUIS MERCHANTS BRIDGE TERMINAL RY. CO.

Issued April 20, 1907. To I. C. C., April 20, 1900.

In effect May 1, 1900.

Subject to change without other notice than required by law. Supersedes all former tariffs, supplements and amendments thereto, and all Special Rates.

Between Baltimore & Ohio Southwestern Ry.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago,

Burlington & Quincy R. R.; Chicago & Alton R. R.; East St. Louis & Carondelet Ry.; East St. Louis Connecting Ry.; Chicago, Peoria & St. Louis Ry.; Illinois Central R. R.; Louisville, Evansville & St. Louis Con. R. R.; Louisville & Nashville R. R.; Mobile & Ohio R. R.; St. Louis Merchants Bridge Terminal Ry.; St. Louis, Vandalia & Terre Haute Ry.; St. Louis, Troy & Eastern Ry.; Toledo, St. Louis & Kansas City R. R.; Venice & Carondelet Belt Ry.; Wabash R. R. (East of Mississippi River); Wiggins Ferry (East of Mississippi River).

Terminating in East St. Louis, Madison and Granite City, Ill., and Missouri Pacific Ry.; Missouri, Kansas & Texas Ry.; St. Louis, Kansas City & Colorado R. R.; St. Louis & San Francisco R. R.; St. Louis, Iron Mountain & Southern Ry.; St. Louis, Keokuk & Northwestern R. R.; St. Louis Transfer Ry.; Wabash R. R. (West of Mississippi River); Wiggins Ferry (West of Mississippi River).

Terminating in St. Louis, Mo. Also between yards, industries and elevators located on this Company's tracks in St. Louis, Mo.; also all railroads terminating in St. Louis, Mo., and yards, industries, elevators and switches located on this Company's tracks in East St. Louis, Venice, Madison and Granite City, Ill., and between all railroads terminating in East St. Louis, Venice, Madison and Granite City, Ill., and elevators, industries, warehouses and yards located on this Company's tracks in St. Louis, Mo.

J. L. Penney Commercial Agent.
L. W. Putnam, Soliciting Agent.
F. X. Roederer, Freight Agent.
C. C. Rainwater, President.

Freight, in Carloads, to one consignee, when loaded and unloaded by owner, two (2) cents per hundred pounds.

All cars subject to a minimum of 25,000 pounds, except as classified below, subject to rules following:

Classification—	In Cents Per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1
Bark (Spent), minimum 40,000 lbs	1
Bark	1½
Bituminous Rock	1
Box Stuff	1½
Blinds	1½
Bran	1½
Brick, minimum 40,000 lbs	1
Brooms, no minimum	1
Bones	1½
Bone Black	1½
Barytes, minimum 40,000 lbs.	1
Carbonite	1½
Carriers and Trays, empty, returned, per car	$3.00
Cartridges, Loaded Shells	1½
Castor Beans	1½
Cement	1½
Cinders, minimum 30,000 lbs.	1
Cinders, Mill	1
Clay, minimum, in bulk, 40,000 lbs.	1
Clay, N. O. S.	1¼
Coal, Bituminous	See Note 1
Coal, Anthracite	1½
Coke	1½
Copperas	1½
Corn Meal	1½
Cotton, no minimum	2
Cotton Waste, in bales, no minimum	2
Cotton Seed Hulls	1½
Cullet (Broken Glass)	1½
Copper Matte	1½
Cracklings (Soap Stock)	1½
Crackers, no minimum	2
Canned Goods, no minimum	2

Coffee, no minimum 2
Chair Timber 1
Doors 1½
Earthenware, N. O. S., no minimum 2
Felt, Roofing, in rolls 1½
Feldspar 1½
Fertilizer 1½
Facings, Foundry, Coal or Plumbago 1½
Flax Seed 1½
Flour 1½
Fish, no minimum 2
Glucose Refuse 1½
Glassware, N. O. S., no minimum 2
Grain . . . . . See Note 4
Grits 1½
Granite, finished 2
Granite Paving Blocks 1¼
Granite, crushed or unwrought 1
Gravel, minimum 40,000 lbs. 1
Grindstones 1½
Handles, Wood 1½
Heading 1½
Hay . . . . . See Note 5
Hoops and Hoop Poles 1½
Hides, no minimum 2
Ice 1
Iron, Anvils, Axes, Adzes, Band, Bar, Beam, Bolts, Cotton Ties, Castings, Nails, Car Springs, Chains, Hatchets, Horse Shoes, Spikes, Nuts, Pipe, Pig, Picks, Plate, Sheet, Wire, Structural, Wheels, Vises, Axles, Rods 1½
Iron Scrap 1¼
Jute Butts, no minimum 1½
Junk 1½
Laundry Tubs, earthen, min. 20,000 lbs. 2
Lime 1½
Live Stock . . . . . See Note 2
Live Stock, returned . . . . . See Note 2
Lumber, Lath and Logs 1½
Malt and Malt Sprouts 1½

Malt, Flake, minimum 24,000 lbs. 1½
Malt Refuse, no minimum 1½
Machinery, old, returned to maker for repairs, Half Tariff Rates.
Manure, minimum 30,000 lbs. 1
Marble, unwrought 1½
Marble, planed, sawed, cut or finished 2
Mineral Water, in tank cars 1½
Mill Feed 1½
Molasses, no minimum 2
Mazone 1½
Novaculite, minimum 40,000 lbs. 1
Oil, N. O. S. 1½
Oil Cake and Meal 1½
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Oil, Oleo and Lard 2
Paper Stock 1½
Piling 1½
Pitch 1½
Plaster 1½
Poles and Posts 1½
Powder, between connecting railroads, minimum 20,000 lbs. 4
Powder (not taken for city delivery) .....
Railway Equipment ..... See Note 3
Rosin 1½
Roots, minimum 36,000 lbs. 1½
Rice, no minimum 2
Rice and Rice Meal, Brewers' 1½
Rails and Fastenings 1½
Salt 1½
Salt Cake 1½
Sand, minimum 40,000 lbs. 1
Sash 1½
Sawdust 1¼
Screenings and Shipstuff 1½
Sewer Pipe, minimum 32,000 lbs. 1¼
Shingles 1½
Shooks 1½

Slag 1
Soap Lye, in tanks 1½
Soap Stock 1½
Soda and Soda Ash 1½
Staves and Stave Bolts 1½
Shavings 1¼
Sugar, no minimum 2
Stone, ornamental 2
Stone, planed, sawed or cut, dressed or rough dressed 1½
Stone, rip-rap, rubble, crushed, rough blocks, unwrought, foundation 1
Sulphate of Ammonia 1½
Seed 1½
Straw, per car $4.00
Tar 1½
Tobacco, all kinds, no minimum 2
Tobacco Stems 1½
Ties, railroad, no minimum 1
Tripoli 1½
Trans-Continental Freight, no min. (regardless of classification) 2
Tile, building, drain, hollow, roofing and conduit, minimum 32,000 lbs. 1¼
Terra Cotta 1¼
Tank Cars (all freight not otherwise specified) 1½
Wagon Wood (in the rough, Hubs, Spokes and Axles 1½
Wagon Skeins 1½
Whiting 1½
Wood, for fuel, minimum 40,000 lbs. 1
Wool, no minimum 2
Zinc Skimmings 1¼

NOTE 1.—COAL, BITUMINOUS.

Destined to this Company's yards and industries located on switches connected with its tracks to points on:

Wabash Railroad Company's Tracks to and east of King's Highway, and in North St. Louis to and east of Prairie Avenue (Illinois Coal only).

Missouri Pacific Railway Company's tracks on and east of Cheltenham on main line.

Oak Hill line to and north of Carondelet.

St. Louis, Iron Mountain & Southern R'y Company's tracks to and north of Delore Street.

St. Louis, Keokuk & Northwestern R'y Company's tracks to and south of Bircher Street.

St. Louis & San Francisco Railroad Company's tracks to and east of Cheltenham.

One and one-half (1½) cents per 100 lbs., minimum 30,000 lbs.

Same destined beyond switching limits in St. Louis.

One (1) cent per 100 lbs., minimum 40,000 lbs.

For Railroad Company's use, no minimum—1 cent per 100 lbs.

NOTE 2.—LIVE STOCK.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at Madison, Venice, Granite City and East St. Louis, Ill.; also National Stock Yards:

One animal	$4.00
Two or more animals	5.00

Between other Western lines and the above:

One animal	$3.00
Two or more animals	4.00
When returned from National Stock Yards for slaughter, loaded in stock cars returning to Western lines, per car	3.00
Race Horses and Fair Stock, with feed and trappings	5.00

Man in charge of stock passed free. No return pass given.

NOTE 3.—RAILWAY EQUIPMENT.

Freight Car, standard gauge, per car	$2.00
Caboose	3.00

Baggage, Mail or Express, standard gauge, per car 5.00
Coach or Sleeper, standard gauge, per car..... 6.00
Locomotive and Tender, standard gauge.....15.00
Narrow Gauge Equipment, all kinds.....
Two (2) cents per 100 lbs.

NOTE 4.—GRAIN, N. O. S.

Between elevators in St. Louis, connecting railroads terminating in St. Louis and Elevators, located in, or railroads terminating in East St. Louis, Madison, Venice or Granite City, Ill., no minimum, 1 cent per 100 lbs.

NOTE 5.—HAY.

Between all railroads in East St. Louis and St. Louis Hay Exchange Warehouses, and Mississippi Valley Hay Warehouses, per car, $4.00.

Freight in quantities less than carloads, two (2) cents per hundred pounds.

Between this Company's established Freight Depots in St. Louis, and all railroads in East St. Louis, except as classified below; subject to rules following:

Classification—	In cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.....	5
Agricultural Implements, when returned to maker for repairs	2½
Acids, in Glass	10
Barrels and Boxes, empty	5
Barrels and Boxes, returned to shipper.....	2½
Baskets	10
Bed Springs	5
Bird Cages, set up	10
Bird Cages, K. D., and nested	5
Blinds	5
Brick, loose	5
Brooms	5
Broom Corn, in bales	3

Bamboo Furniture 10
Bath Tubs 5
Burial Cases and Coffins, single, with Glass 10
Burial Cases and Coffins, nested, with glass 5
Burial Cases and Coffins, common 5
Building Tile, Hollow 5
Bicycles 5
Billiard Tables, K. D. 4
Bran Dusters 5
Cans, empty 10
Cans, in cartons or boxes 5
Cans, when used as carriers and returned to shippers 5
Carboys, empty 5
Cauldron Kettles 5
Chairs, except upholstered 5
Chairs, upholstered 10
Chairs, Rockers 10
Children's Carriages, not boxed or crated ..... Not taken
Children's Carriages, boxed or crated 10
Children's Carriages, K. D., nested or crated 5
Cigars and Cigarettes 5
Comforts, in bales 4
Cornices, crated or boxed, and Cornice Trimmings. 5
Cornices, loose ..... Not taken
Corks, in bags 2
Cotton, bundles or batting 5
Cribs, Baby, set up 10
Dairy Products, Eggs 5
Demijohns 5
Doors 5
Drain Tile 4
Drums, empty 5
Drugs in carboys 10
Earthenware, in boxes or crates 3
Earthenware, loose ..... Special contract
Egg Cases 5
Egg Cases, returned to shipper 2½
Evaporator Pans 5
Excelsior, in bundles or bags 5

Fanning Mills 10
Feathers 5
Feathers, compressed in bales 2
Fruit Jars, O. R. 5
Furniture, N. O. S. 5
Furs and Pelts 5
Glass, Looking, O. R. 5
Glass, Plate, not extra size, O. R. 5
Glass, extra size, too large for box car door, O. R. .
Special Contract
Grindstones, mounted 5
Guttering 5
Hats and Caps, in racks 5
Hay 5
Headstones 4
Headlights 5
Hides 2
Hobby Horses, loose . . . . . Not taken
Hobby Horses, crated 5
Household Goods 5
Hops 5
Incubators 5
Iron Bedsteads 4
Iron Pulleys, Wheels, Light Castings, loose 3
Kegs, empty 5
Laundry Tubs, Earthen 4
Lumber, loose 5
Lumber, in bundles 3
Machinery, all kinds 5
Machinery, returned to maker for repairs 2½
Marble Slabs 5
Mattresses 5
Meats, Fresh . . . . . Not taken
Millinery Goods 5
Moss, Hair, in bales 3
Moss, Hair, in bags 5
Musical Instruments 5
Oakum, in bales 3
Ovens, Gasoline 5
Paintings, Oil . . . . . Not taken

Packing House Products 5
Picture Frames, Moulding, Backing, in bundles. . . 5
Plants, in bales 5
Poultry and Game, dressed or alive. . . . . Not taken
Powder 10
Radiators, Galvanized Sheet Iron or Tin. 5
Rags, in bags or packages, not pressed. 5
Ranges, Cooking, Wrought Iron 5
Rattan Furniture 10
Reels, Wire and Cable 5
Retorts, Clay, loose 5
Safes, Iron 5
Sash 5
Sewing Machines, set up and crated or boxed. 5
Sewing Machines, not crated or boxed. . . . . Not taken
Sewer Pipe 4
Show Cases, boxed or crated 5
Show cases, not boxed or crated . . . . . Not taken
Sieves, Sifters, in bundles 10
Sieves, Sifters, K. D., boxed, nested or crated. 2
Skiffs and Boats 10
Soda Fountains 5
Statuary, crated . . . . . Special Contract
Stills, Copper 5
Store and Saloon Fixtures 10
Stoves, Gas and Vapor 5
Stoves, Cooking or Heating 5
Stove Pipe and Elbows 5
Terra Cotta 4
Tubs and Pails, nested 5
Trees, boxed 3
Trunks, empty 5
Trunk Tops, nested 3
Tinware, not nested 5
Valises, not nested 5
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs. each. 5
Wagons 5
Wagons, Children's, boxed or crated. 5

Wagons, Children's not boxed or crated...Not taken
Wagon Wheels, Rims or Shafts..... 5
Willowware.....10
Wire Springs..... 5
Wheelbarrows, set up..... 5
Woodenware, nested and boxed 3
Wool, in bags..... 5
Yarn, in sacks..... 5

Between this Company's Warehouses, St. Louis, and Granite City and Madison, Ill., all classes; five (5) cents per 100 pounds. No single shipment will be carried for less than twenty-five (25) cents.

RULES—FREIGHT IN CAR LOADS.

1 The following minimum weights will apply, except as noted in Classification:

Freight charged for at two (2) cents per 100 pounds, 25,000 pounds.

Freight charged for at one and one-half (1½) cents per 100 pounds, 30,000 pounds.

Freight charged for at one and one-fourth (1¼) cents per 100 pounds, 36,000 pounds.

Freight charged for at one (1) cent per 100 pounds, 50,000 pounds.

2. The National Stock Yards charge, one dollar ($1) per car trackage, on business to and from industries located on its tracks, must be added to transfer rates.

3. No loaded cars will be received by this Company unless accompanied by regular way-bill, showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on way bill.

4. Rules of the Central Car Service Association will be enforced on car load freight delivered on the tracks of this Company.

5. Articles which require two or more cars for their transportation, shall be charged at actual weight of

the commodity at the Tariff rate, but in no case will a charge of less than the established car load minimum of one car be accepted.

6. All freight taking car load rates shall be loaded and unloaded by owner.

7. Agricultural Implements, Boilers, heavy and large Machinery, and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

FREIGHT IN LESS THAN CAR LOADS.

8. The minimum charge for any one consignment will be one hundred pounds at Tariff Rate, but no single consignment for less than ten cents.

9. Consignments of freight from one connecting line to another may be loaded in same car with freight for Company's warehouses, at 11th and Poplar Streets, and will be carried at regular Tariff rates.

10. Mixed freight in lots of not less than 5,000 pounds, loaded by delivering line and unloaded by receiving line, will be handled at same rates as apply to Company's warehouses.

11. No less than car lots of freight will be received in St. Louis, except at the Company's warehouses or at Cupples Station, nor east of the Mississippi River unless destined to these warehouses, except they be subject to the regular minimum charge for car load, or when between connecting lines as per Rule 10.

12. Maximum charge for any single consignment shall not exceed the minimum charge at car load rates for the same article.

13. All freight must be moved promptly by consignee, and shall be at their entire risk after twenty-four (24) hours from receipt of notice by them. If not removed bash (East of Mississippi River); Wiggins Ferry (East of Mississippi River.)

14. All consignments will be charged for at actual gross weight.

15. All property shall be subject to necessary cooperage or baling at owner's cost, and any package not in safe shipping condition will be refused.

16. These rates do not apply to consignments which, from their nature, require a separate car for their transportation. Such consignments will be charged at minimum car load rates, except as otherwise provided for or covered by special agreement.

17. Rules of connecting lines for whom goods are received will apply.

Complainant's Exhibit No. 80.

Freight Tariff No. 5.

ST. LOUIS MERCHANTS BRIDGE TERMINAL RY. CO.

Issued June 1st, 1904. To I. C. C. June 1st, 1904.
In effect June 15th, 1904.

Subject to change without other notice than required by law. Supersedes all former Tariffs, Supplements and Amendments thereto, and all Special Rates.

Naming rates between Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. Louis Railway; Chicago, Burlington & Quincy Railroad; Chicago & Alton Railway; East St. Louis & Carondelet Railway; East St. Louis Connecting Railway; Chicago, Peoria & St. Louis Railway; Illinois Central Railroad; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Railway; St. Louis, Iron Mountain & Southern Railway (East of Mississippi River); St. Louis Merchants Bridge Terminal Railway; St. Louis & O'Fallon Railway; St. Louis, Vandalia & Terre Haute Railroad; St. Louis, Troy & Eastern Railroad; Southern Railway; Toleda, St. Louis & Western Railroad; Venice & Carondelet Belt Railway; Wa-

bash (East of Mississippi River); Wiggins Ferry (East of Mississippi River).

Terminating in East St. Louis, Madison and Granite City, Ill., and Chicago, Rock Island & Pacific Railway; Missouri Pacific Railway; Missouri, Kansas & Texas Railway; St. Louis, Iron Mountain & Southern Railway (West of Mississippi River); St. Louis, Kansas City & Colorado Railroad; St. Louis & San Francisco Railroad; St. Louis, Keokuk & Northwestern Railroad; St. Louis Southwestern Railway; St. Louis Transfer Railway; Wabash Railroad (West of Mississippi River); Wiggins Ferry (West of Mississippi River).

Terminating in St. Louis, Mo., also between Yards and Industries Located on this Company's Tracks in St. Louis, Mo.; also all Railroads Terminating in St. Louis, Mo., and Yards and Industries Located on this Company's Tracks in East St. Louis, Madison and Granite City, Ill., and between all railroads terminating in East St. Louis, Madison and Granite City, Ill., and Yards and Industries located on this Company's Tracks in St. Louis, Mo.

L. W. Putnam, Contracting Agent.
J. L. Penney, Commercial Agent.
A. S. Johnson, Freight Agent.

Freight, in car loads, to one consumer, when loaded and unloaded by owner, two (2) cents per hundred pounds.

All cars subject to a minimum of 25,000 pounds, except as classified below, and subject to the rules following:

Classification—	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1½
Bark	1½
Brick, N. O. S.	1½
Brick, Common and Fire	1
Bones	1½
Barytes	1½

Carbonite 1½
Carriers, empty, returned, per car $3.00
Cement 1½
Charcoal 1½
Cinders, minimum 30,000 lbs. 1
Cinders, Mill 1
Clay, Common and Fire 1
Clay, N. O. S. 1¼
Coal, Bituminous . . . . . See Note 1
Coal, Anthracite 1½
Coke 1½
Copperas 1½
Cotton, minimum 15,000 lbs. 2
Cotton Waste 1½
Felt, Roofing, in rolls 1½
Feldspar 1½
Fertilizer 1½
Facings, Foundry, Coal or Plumbago 1½
Flax Seed 1½
Glucose Refuse 1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs. 1
Grain Products: Ceraline, Cream of Maize, Flake Malt, Frumentum, Quick Malt, Silver Flake Malt, Starch 2
Grain Products: Avena, Bran, Brewers' Dried Grain, Brewers' Meal, Buckwheat Flour, California Food, Corn Flour, Corn Meal, Cotton Seed Cake, Cotton Seed Hulls, Cotton Seed Meal, Cracked Corn, Cracked Wheat, Cream of Wheat, Distillers' Dried Slop, Dried Grain Molasses, Farina, Farinose, Flour, Germos, Glucose Feed, Gluten Meal, Grits, Groats, Ground Corn, Healthall, Hominy, Hulled Corn (except canned), Kaffir Corn Meal, Maizeline, Maizone, Malt, Malt Skimmings, Malt Sprouts, Middlings, Mill Feed, Oat Hulls, Oat Meal, Oil Cake, Oil Meal, Pearl Barley, Pearl Wheat, Rolled Oats, Rolled Wheat, Rye Flour, Screenings, Ship Stuff, Shorts, Sprouted Barley, Vitos 1½

Granite, Finished 2
Granite, Unwrought 1½
Granite Paving Blocks 1¼
Granite, Crushed 1
Gravel 1
Grindstones 1½
Ice 1
Iron, Axles, Band, Bar, Beam, Bolts, Car Springs, Castings, Chains, Cotton Ties, Enameling Plate, Nails, Nuts, Pig, Pipe, Plate, Rods, Sheet, Spikes, Structural, Wheels, Wire 1½
Iron Scrap 1¼
Jute Butts 1½
Junk 1¼
Lime 1½
Live Stock . . . . . See Note 2
Lumber, Axles, Blinds, Box Stuff, Chairs, Doors, Handles, Headings, Hubs, Laths, Logs, Piling, Poles, Posts, Sash, Shingles, Shooks, Skeins, Spokes, Staves, Stave Bolts, Timber, Wagon Wood (in the rough) 1½
Machinery, Old, returned to maker for repairs 1
Manure, minimum 40,000 lbs. 1
Marble, planed, sawed, cut or finished 2
Marble, unwrought 1½
Mineral Water, in tank cars 1½
Novaculite, minimum 40,000 lbs. 1
Ore, all kinds, except Ground Iron 1¼
Ore, Ground Iron 1½
Paper Stock 1½
Pitch 1½
Plaster and Plaster Board 1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs. 4
Powder (not taken for city delivery) . . . . .
Railway Equipment . . . . . See Note 3
Rock, Bitumnious 1½
Rosin 1½
Rice and Rice Meal, Brewers' 1½
Rails and Fastenings 1½

Salt 1½
Salt Cake 1½
Sand 1
Sawdust 1¼
Sewer Pipe, minimum 32,000 lbs. 1¼
Slag 1
Soap Stock 1½
Soda and Soda Ash 1½
Strawboard 1½
Shavings 1¼
Silica 1
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or unwrought, rough, foundation, filter 1½
Stone, crushed, macadam, rip-rap, rubble 1
Sulphate of Ammonia 1½
Straw 1½
Tar 1½
Tobacco, manufactured 2
Tobacco, Leaf, minimum 15,000 lbs. 2
Tobacco Stems 1½
Ties, Railroad 1
Tripoli and Tripoli Blocks 1½
Trans-Continental Freight, no minimum (regardless of classification) 2
Tile, building, drain, hollow, roofing and conduit . 1¼
Terra Cotta, common 1¼
Terra Cotta, in shape 2
Warrenite 1½
Whiting 1½
Wood, for fuel 1
Zinc, Skimmings and Oxide 1½

NOTE 1.—COAL, BITUMINOUS.

From connecting railroads in East St. Louis, Madison and Granite City, Ill.:

Destined to this Company's yards and industries in St. Louis, Mo., located on switches connected with its tracks in St. Louis, Mo., one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. I. M. & S. yards, St. Louis, Mo., to and north of Delore Street, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Wabash U D Line yards, St. Louis, Mo., to and east of King's Highway, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Missouri Pacific Railway yards, St. Louis, Mo., to and east of Cheltenham, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks on Oak Hill Line to and north of Carondelet, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. Louis & San Francisco Railroad Company's yards, St. Louis, Mo., to and east of Cheltenham, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N W yards, St. Louis, Mo., to and south of Prospect Hill, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in yards of railroad owned by City of St. Louis, Baden and south, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in yards of railroad owned by City of St. Louis, Chain of Rocks and north of Baden, two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. yards, Fort Bellefontaine and south to Prospect Hill, two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to points beyond switching limits in St. Louis, one and one-half (1½) cents per 100 lbs., minimum 40,000 lbs.

For connecting railroads company use, one (1) cent per 100 lbs., minimum 40,000 lbs.

NOTE 2.—LIVE STOCK.

Between St. Louis, Iron Mountain & Southern Railway and connecting railroads at Madison, Granite City and East St. Louis; also National Stock Yards.

One animal	$4.00
Two or more animals	5.00

Between other Western lines and the above:

One animal	$3.00
Two or more animals	4.00
When returned from National Stock Yards for slaughter, loaded in stock cars returning to western lines	4.00
Race Horses and Fair Stock, with feed and trappings	5.00

Man in charge of stock passed free. No return pass given.

NOTE 3.—RAILWAY EQUIPMENT.

Locomotive and Tender, standard gauge,	$15.00
Freight Car, standard gauge, per car	2.00
Caboose, per car	3.00
Baggage, Mail or Express, standard gauge, per car	5.00
Coach or Sleeper, standard gauge, per car	6.00
Snow Plows, per car	10.00
Steam Shovels, per car	10.00
Derrick Cars, per car	10.00
Crane Cars, per car	10.00
Narrow Gauge Equipment, two (2) cents per 100 lbs., minimum	5.00

Freight in quantities less than car loads, three (3) cents per hundred pounds.

Between this Company's established Freight Depots in St. Louis, and all railroads in East St. Louis, except as classified below; subject to rules following:

Classification—	In cents per 100 lbs.
Agricultural Implements, all kinds, N. O. S.	5

Agricultural Implements, when returned to maker for repairs 2½
Acid, in glass 10
Barrels, Kegs and Boxes, empty 5
Barrels and Boxes, returned to shipper 3
Baskets 10
Bed Springs 5
Bird Cages, set up 10
Bird Cages, K. D., and nested 5
Blinds 5
Brick, loose 5
Brooms 5
Broom Corn 5
Bamboo Furniture 10
Bath Tubs 10
Burial Cases and Coffins, single, with glass 10
Burial Cases and Coffins, N. O. S. 5
Building Tile 5
Bicycles 10
Billiard Tables 5
Bran Dusters 5
Cans, empty 10
Cans, in cartons or boxes 5
Cans(when used as carriers and returned to shippers) 3
Carboys, empty 5
Cauldrons 5
Chairs, except upholstered 5
Chairs, upholstered 10
Chairs, Rockers 10
Children's Carriages, not boxed or crated . . not taken
Children,s Carriages, boxed or crated 10
Children's Carriages, K D. nested or crated 5
Cigars and Cigarettes 5
Comforts, in bales 5
Cornices, crated or boxed, and Cornice Trimmings 5
Cornices, loose . . . . . Not taken
Corks, in bags 5
Cotton 5
Cribs, Baby, set up 10

Dairy Products 5
Demijohns 5
Doors 5
Drain Tile 5
Drums, empty 5
Drugs, in carboys 10
Earthenware, in boxes or crates 5
Earthenware, loose . . . . . Special Contract
Eggs 5
Egg Cases 5
Egg Cases, returned to shipper 3
Evaporator Pans 5
Excelsior, in bundles or bags 5
Fanning Mills 10
Feathers, N. O. S. 10
Feathers, compressed in bales 5
Fruit Jars, O. R. 5
Furniture, N. O. S. 5
Furs and Pelts 5
Glass, O. R. 5
Glass, extra size, too large for box car door, O. R. Special Contract
Grindstones, mounted 10
Guttering 5
Hats and Caps, in racks 5
Hay 10
Headstones 5
Headlights 10
Hides 5
Hobby Horses, loose . . . . . Not taken
Hobby Horses, crated 5
Household Goods 10
Hops 5
Incubators 10
Iron Bedsteads 5
Iron Pulleys, Wheels, Light Castings, loose 5
Kettles 5
Laundry Tubs, Earthen 5
Lumber 5
Machinery 5

Machinery, returned to maker for repairs..... 2½
Marble, Slabs 5
Mattresses 5
Meats, Fresh . . ..Not taken
Millinery Goods 10
Moss 5
Musical Instruments, N. O. S.....10
Oakum 5
Ovens, Gasoline 5
Pianos and Organs 5
Paintings . . ..Not taken
Packing House Products 5
Picture Frames, Moulding, Backing..... 5
Plants 10
Poultry and Game, dressed or alive.....Not taken
Powder and High Explosives 10
Radiators 5
Rags, pressed in packages 5
Rags, in bags or packages not pressed.....10
Ranges 5
Rattan Furniture 10
Reels, Wire and Cable 5
Retorts, Clay 5
Safes, Iron 5
Sash 5
Sewing Machines, set up and crated or boxed.....10
Sewing Machines, not crated or boxed.....Not taken
Sewer Pipe 5
Show Cases, boxed or crated 5
Show Cases, not boxed or crated.....Not taken
Sieves, Sifters, in bundles.....10
Sieves, Sifters, K. D., boxed, nested or crated..... 5
Skiffs and Boats 10
Soda Fountains 10
Statuary, crated . . ..Not taken
Stills 5
Store and Saloon Fixtures 10
Stoves, Gas or Vapor 5
Stoves, Cooking or Heating 5
Stove Pipes and Elbows 5

Terra Cotta 5
Tubs and Pails, nested 5
Trees 10
Trunks, empty 10
Trunks, nested 5
Tinware, not nested 10
Tinware, nested 5
Valises, loose 10
Valises, boxed 5
Vehicles, Buggies,, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs. each 5
Wagons 5
Wagons, Children's, boxed or crated 5
Wagons, Children's not boxed or crated . . . Not taken
Wagon Wheels, Rims or Shafts 5
Willowware 10
Wire Springs 10
Wheelbarrows, set up 5
Woodenware, nested and boxed 5
Wool 5
Yarn 5

Freight in quantities less than car loads, between this Company's warehouses, St. Louis, Mo., and Granite City and Madison, Ill., five (5) cents per 100 pounds, except as classified above, which articles will be charged for at ten (10) cents per 100 pounds. No single shipment less than twenty-five (25) cents.

RULES—FREIGHT IN CAR LOADS.

1. The following minimum weights will apply, except as noted in classification:

Freight charged for at two (2) cents per hundred pounds, 25,000 pounds.

Freight charged for at one and one-half (1½) cents per 100 pounds, 30,000 pounds.

Freight charged for at one and one-fourth (1¼) cents per 100 pounds, 36,000 pounds.

Freight charged for at one (1) cent per 100 pounds, 50,000 pounds.

2. No loaded car will be received by this Company unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made must be designated on way-bill.

3. Rules of the Central Car Service Association will be enforced on car load freight delivered on the tracks of this Company.

4. Articles which require two or more cars for their transportation shall be charged at actual weight of the commodity at the Tariff rate, but in no case will a charge of less than the established car load minimum of each car be accepted.

5. Agricultural Implements, Boilers, heavy and large Machinery, and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

6. $1.20 car rental will be charged on shipments loaded on this Company's tracks, destined to points within switch limits of St. Louis or East St. Louis.

FREIGHT IN LESS THAN CAR LOADS.

7. The minimum charge for any one consignment will be 100 pounds at Tariff rate, but no single consignment for less than ten cents.

8. No less than car lots of freight will be received in St. Louis, except at the Company's warehouses or at Cupples Station, nor east of the Mississippi River unless destined to these warehouses.

9. All freight must be moved promptly by consignee, and shall be at their entire risk after twenty-four (24) hours from receipt of notice by them. If not removed within forty-eight (48) hours, freight will be stored in public warehouses.

10. All property shall be subject to necessary cooperage or baling at owner's cost, and any package not in safe shipping condition will be refused.

11. These rates do not apply to consignments which, from their nature, require a separate car for their transportation. Such consignments will be charged at minimum car load rates, except as otherwise provided for or covered by special agreement.

12. Rules of connecting lines for whom goods are received will apply.

Supplement No. 2 to I. C. C. No. 5.

(Cancels Supplement No. 1 and includes all changes.)

ST. LOUIS MERCHANTS BRIDGE TERMINAL RAILWAY CO.

Supplement No. 2. (Cancels Supplement No. 1 and includes all changes.) To Freight Tariff No. 5, naming rates between yards, industries and connecting lines at St. Louis, Mo., and East St. Louis, Madison and Granite City, Ill.

Issued April 24, 1907.

Effective May 1, 1907.

By authority of the Interstate Commerce Commission, April 20, 1907.

J. L. Penney, Traffic Manager.

Subject to Rules and Minimums as prescribed in Tariff, unless otherwise noted. Rates in cents per hundred pounds, except as noted.

CAR LOADS.

Brass, Ashes, 1½ cents.

Brass, Scrap, 1½ cents.

Brick, carload, minimum weight 40,000 lbs., 1 cent.

Brick Bats or Broken Brick, carload, minimum weight 60,000 lbs., ½ cent.

Calcium Chloride, 1½ cents.

Carnivals (see Circuses.)

Chatts, 1 cent.

Cinders, between connecting lines, $3.00 per car.

Cinders, when for unloading on this Company's rails, $4.00 per car.

Circuses, viz.: Advertising, animal and equipment cars, coaches and sleepers containing attendants:

When for unloading on our rails, $7.50 per car.

When handled between connecting lines, $5.00 per car.

Clay, carload, minimum weight 40,000 lbs., 1 cent.

Coal, Bituminous, all rates canceled (see Tariff No. 6, I. C. C. No. 19).

Concentrates, 1½ cents.

Copper Residue, 1½ cents.

Concrete Building Stone and Hollow Blocks, 1¼ cents.

Debris, for unloading on this Company's rails, $4.00 per car.

Equipment: Passenger, Baggage, Mail, Express, Coach and Sleeper, as provided for in Note 3 of Tariff, are cancelled. For rates, see I. C. C. No. 42.

Flour, for export, 1 cent.

Gas Retorts, 1¼ cents.

Locomotives, under steam, pilot charge in addition, $5.00 each.

Manganese, 1½ cents.

Mine Props and Mine Ties, carload, minimum weight 40,000 lbs., 1 cent.

Oil, in tank cars, 1½ cents.

Roll Scale, 1 cent.

Stone, unwrought, rough, foundation, not sawed or cut, 1 cent.

Sulphur, 1½ cents.

Ties, Railroad, carload, minimum weight 40,000 lbs., 1 cent.

Tiff, 1½ cents.

Tin, Scrap, 1½ cents.

LESS THAN CAR LOADS.

Freight, except as classified in Tariffff, 2 cents.

Complainant's Exhibit No. 81.

Freight Tariff No. 6.

ST. LOUIS MERCANTS BRIDGE TERMINAL RY.

Issued December 26th, 1905. To I. C. C. December 26th, 1905.

In effect January 1st, 1906.

Subject to change without other notice than required by law. Supersedes all former Tariffs, Suppplements and Amendments therto, and all Special Rates.

Naming Carload Rates on Bituminous Coal mined in Illinois, from Baltimore & Ohio Southwestern Railroad; Cleveland, Cincinnati, Chicago & St. L. Ry.; Chicago, Burlington & Quincy Railroad; Chicago & Alton Railway; East St. Louis & Carondelet Railway; East St. Louis Connecting Railway; Chicago, Peoria & St. Louis Railway; Illinois Central Railroad; Louisville & Nashville Railroad; Mobile & Ohio Railroad; St. Louis & Belleville Electric Railway; Chicago & Eastern Illinois Railroad; St. Louis Southwestern Railway, (East of Mississippi River); St. Louis, Iron Mountain & Southern Railway, (East of Mississippi River); St. Louis & O'Fallon Railway; St. Louis, Troy & Eastern Railroad; Southern Railway; Terminal Railroad Association of St. Louis; Toledo, St. Louis & Western Railroad; Vandalia Railroad Company; Venice & Carondelet Belt Railway; Wabash Railroad, (East of Mississippi River); Wiggins Ferry, (East of Mississippi River).

Terminating in Dupo, East St. Louis, Madison and Granite City, Ill., to Chicago, Rock Island & Pacific Railway; Missouri Pacific Railway; Missouri Kansas & Texas Railway; St. Louis & San Francisco Railroad; St. Louis, Kansas City & Colorado Railroad; St. Louis, Keokuk & Northwestern Railroad; St. Louis Transfer Railway; Wabash Railroad, (West of Mississippi River); Wiggins Ferry, (West of Mississippi River).

Terminating in St. Louis, Mo., also to Yards and Industries located on this Company's tracks in St. Louis, Mo., 20 cents per net ton, minimum carload 35 tons.

J. L. Penney, Traffic Manager.

Complainant's Exhibit No. 82.

I. C. C. No..... No. C-59—Series 1900
Cancels Cancels
I. C. C. No. ..... No..... Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Coal, Carloads, Minimum 20 tons.

From Union Mine, Ruby Mine, Ills., to E. St. Louis, Ill., 35c per ton.

From Furmans, Ridge Prairie, Ills., to East St. Louis, Ills., 35c per ton.

From Taylor, Alma, O'Fallon, Ills., to East St. Louis, Ills., 35c per ton.

From Darrow, Bennetts, Lebanon, Ills., to East St. Louis, Ills., 35c per ton.

From Summerfield, Breese, Ills., to East St. Louis, Ills., 35c per ton.

From Trenton, Ills., to East St. Louis, Ills., 40c per ton.

From Sandoval to East St. Louis, 40c per ton.

From Odin to East St. Louis, 42.5c per ton.

From Salem to East St. Louis 42.5c per ton.

From Pana, Taylorville, Ills., to East St. Louis, 65c per ton.

Subject to Classification and rules on reverse side.

Issued January 1, 1900. Effective January 1, 1900.

This Tariff expires December 31st, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies FD H 2—Furmans, Breese, Salem, Trenton, ES02, 20139 (C. F. No. . . . .)

O'Fallon, Pana, Sandoval, Taylorville, R. M. Fraser A, Lebanon, Odin, Sumerfield E. St. L. File. Reissue of CT. 116, Series 1822.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. ———Series 1900, C-141, Conflicting Portion of C-59, Series 1900.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariffs Applying on Coal, Carloads, Minimum weight as per G. F. O. Circular 370, April 19th, 1900. (I. C. C. 2534), or subsequent issues, from Trenton, Ills., to E. St. Louis, Ills., Rate 35 cents per ton.

Subject to Classification and rules on reverse side.

Issued June 5th, 1900. Effective June 1st, 1900.

This Tariff expires August 31st, 1900, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to EDH. Trenton, E. St. Louis NGS. File C F. 34548.

I. C. C. No.——— Cancels I. C. C. No. ———

No. C-11, Series 1901, Cancels re-issue of C-59, Series 1900, Cancels I. C. C. No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Coal, Carloads, Minimum weight as per Circular G. F. O. 370, (I. C. C. 2534), April 19, 1900, or Subsequent Issues.

From Union Mine, Ruby Mine, Ill., to E. St. Louis, 35c per ton.

From Furmans, Ridge Prairie, Ill., to E. St. Louis, Ill., 35c per ton.

From Taylor, Alma, O'Fallon, Ill., to E. St. Louis, Ill., 35c per ton.

From Darrows, Bennetts, Lebanon, Ill., to E. St. Louis, 35c per ton.

From Summerfield, Breese, Ill., to E. St. Louis, Ill., 35c per ton.

From Trenton, Ill., to E. St. Louis, Ill., 40c per ton.

From Sandoval, Ill., to E. St. Louis, Ill., 42.5c per ton.

From Odin, Ill., to E. St. Louis, Ill., 42.5c per ton.

From Salem, Ill., to E. St. Louis, Ill., 42.5c per ton.

From Pana, Taylorville, Ill., to E. St. Louis, Ill., 65c per ton.

Subject to Classification and Rules on reverse side.

Issued Jan. 1st., 1901. Effective Jan. 1st, 1901.

This Tariff expires Dec. 31st, 1901, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to JMW. Furmans, Salem, Trenton, ES02, O'Fallon, Pana, C. F. 20139, Sandoval, Taylorville, RN. Fraser 2, Lebanon, Odin, Sumerfield ESTL. (25)

I. C. C. No.——— Cancels I. C. C. No. ———

No. C-83, Series 1901, Cancels No. C-11, Series 1901.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per Circular G. F. O. 370, (I. C. C. 2534) April 19, 1900, or Subsequent issues, to E. St. Louis proper and East St. Louis for points beyond.

From Ruby, Darrow, Ill., billed at E. St. Louis, rate 35 cents per ton.

From Ridge Prairie, Ill., billed at E. St. Louis, rate 35 cents per ton.

From Taylor Mine, Ill., billed at O'Fallon, rate 35 cents per ton.

From O'Fallon, Ill., billed at O'Fallon, rate 35 cents per ton.

From Bennetts Mine, Ill., billed at O'Fallon, rate 35 cents per ton.

From Lebanon, Ill., billed at Lebanon, rate 35 cents per ton.

From Trenton, Ill., billed at Trenton, rate 35 cents per ton.

From Summerfield, Ill., billed at Summerfield, rate 35 cents per ton.

From Breese, Ill., billed at Breese, rate 35 cents per ton.

From Sandoval, Ill., billed at Sandoval, rate 42.5 cents per ton.

From Odin, Ill., billed at Odin, rate 42.5 cents per ton.

From Salem, Ill., billed at Salem, rate 42.5 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued Jan. 30th, 1901. Effective Jan. 30th, 1901.

This Tariff expires Dec. 31st, 1901, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to JMW ESTL O'Fallon, Lebanon, Trenton, Sandoval (C. F. No. 20139), Odin, Salem, R. M. Fraser, Sammerfield, Breese.

I. C. C. No. ——— Cancels I. C. C. No. ———

Supplement No. 1, No. C-83, Series 1901, Cancels No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads. Minimum weight as per Circular G. F. O. 370 (I. C. C. 2534), April 19th, 1900, or subsequent issues, to East St. Louis proper and East St. Louis for points beyond, from—

Ruby, Ill., O'Fallon, Ill., Summerfield, Ill., Darrow, Ill., Bennetts Mine, Ill., Breese, Ill., Ridge Prairie, Ill.,

Lebanon, Ill., Sandoval, Ill., Taylor Mine, Ill., Trenton, Ill., Odin, Ill., Salem, Ill.

Refer to tariff No. C-83 and note that effective as below, tariff will be canceled.

For rates effective March 15th see Tariff C-109, applying from Sandoval, Odin and Salem and Tariff C-110 applying from other mines.

Subject to Classification and rules on reverse side.

Issued March 15th, 1901. Effective March 15, 1901.

This Tariff expires---------- unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to JMW. E. St. L., O'Fallon, Lebanon, Trenton, Sandoval, C. F. No. 20139, Odin, Salem, R. M. F., Summerfield, Breese RSM, ES02.

I. C. C. No.——— Cancels I. C. C. No.———

No. C-109, Series 1901, Cancels No.——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminoum Coal, Carloads, Minimum weight as per G. F. O. Circular 370 (I. C. C. 2534), April 19th, 1900, or Subsequent issues, from Sandoval, Odin and Salem, Ill., to East St. Louis proper and to East St. Louis for points beyond, rate 42.5 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and rules on reverse side.

Issued March 15th, 1901. Effective March 15, 1901.

This Tariff expires December 31st, 1901, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W. 2, E. St. L., Sandoval, Odin, Salem, R. S. McV., RMS2Eso C. F. No. 20139.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-110, Series 1901, Cancels No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, C. L., Minimum weight as per Cir. G. F. O. 370 (I. C. C. 2534) April 19, 1900, or Subsequent issues, to East St. Louis proper and to East St. Louis for points beyond.

From Ruby, Darrow, Ill., billed at East St. Louis, rate 15 cents per ton.

From Ridge Prairie, Taylor Mine, O'Fallon, Ill., billed at O'Fallon, rate 15 cents per ton.

From Bennets Mine, Lebanon, Trenton, Summerfield, Breese, Ill., billed at Lebanon, Trenton, Summerfield, Breese, rate 15 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued March 15, 1901. Effective March 15th, 1901.

This Tariff expires on notice, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W. 2, E. St. L., O'Fallon, Lebanon, Trenton, R. M. Fraser, No. 2 50754, Summerfield, Breese, R. S. O. 2, R. S. McV.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-111, Series 1901, Cancels No. C-110, Series 1901.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, C. L., Minimum weight as per Cir. G. F. O. 370 (I. C. C.

2534), April 19th, 1900, or subsequent issues, to East St. Louis proper and East St. Louis for points beyond.

From Ruby, Darrow, Ill., billed at East St. Louis, rate 30 cents per ton.

From Ridge Praire, Taylor Mine, O'Fallon, Ill., billed at O'Fallon, rate 30 cents per ton:

From Bennets Mine, Lebanon, Trenton, Summerfield, Breese, Ill., billed at Lebanon, Trenton, Summerfield, Breese, rate 30 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued March 18th, 1901. Effective March 20th, 1901.

This Tariff expires on notice, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W. 2, E. St. L., O'Fallon, Lebanon, Trenton, C. F. No. 50754, R. M. Fraser, Summerfield, Breese, ES02, R. S. McV.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-118, Series 1901, Cancels No. C-109, Series 1901.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per G. F. O. Cir. 370 (I. C. C. 2534), April 19, 1900, or subsequent issues, from Sandoval, Odin and Salem, Ill., to East St. Louis proper and to East St. Louis for points beyond. Rate 37.5 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.
Issued April 3rd, 1901. Effective April 4th, 1901.
This Tariff expires Dec. 31st, 1901, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W., E. St. L., Sandoval, Odin, Salem, R. S. McV., R. M. F. 2, No. ES02 51529.
I. C. C. No. ——— Cancels I. C. C. No. ———
No. C-25, Series 1902, Cancels Reissue of C-118, Series 1901, No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per G. F. O. Cir. 370, (I. C. C. 2534), April 19th, 1900, or subsequent issues, from Sandoval, Odin and Salem, Ill., to E. St. Louis proper and to East St. Louis for points beyond. Rate 37.5 cents per ton.

When shipments for points beyond East St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.
Issued Dec. 26th, 1901. Effective January 1, 1902.
This Tariff expires Dec. 31st, 1902, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W., E. St. L., Sandoval, Odin, Salem, R. S. McV., E. M. F. 2, C. F. No. 51529, ES02.
I. C. C. No. ——— Cancels I. C. C. No. ———
No. C-84, Series 1902, Cancels re-issue of C-111, Series 1901, No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, C. L., Minimum weight as per Cir. G. F. O. 370 (I. C. C. 2534), April 19th, 1900, or subsequent issues, to East St. Louis proper and East St. Louis for points loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued Dec. 26th, 1901. Effective Jan. 1st, 1902.

This Tariff expires Dec. 31st, 1902, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to J. M. W. 2, E. St. L., O'Fallon, Lebanon, Trenton, C. F. 5a0754, R. M. Fraser, Summerfield, Breese, ES02, R. S. McV.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-3, Series 1903, Cancels re-issue of C-25, Series 1902, No. ——— Series.

beyond.

From Ruby, Darrow, Ill., billed at East St. Louis, rate 30 cents per ton.

From Ridge Prairie, Taylor Mine, O'Fallon, billed at O'Fallon, rate 30 cents per ton.

From Bennetts Mine, Lebanon, Trenton, Summerfield, Breese, billed at Lebanon, Trenton, Summerfield, Breese, rate 30 cents per ton.

When shipments for points beyond E. St. Louis are

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per G. F. O. Circular 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues, from Sandoval, Odin and Salem, Ill., to E. St. Louis proper and to E. St. Louis for points beyond, Rate 37.5 cents per ton.

When shipments for points beyond East St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued December 17th, 1902. Effective January 1st, 1903.

This Tariff expires Dec. 31st, 1903, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to C. C. G., E. St. L., Sandoval, Odin, Salem, R. S. McV., R. M. F. 2, EH. C. F. No. 2, H. C. S. 51529.

I. C. C. No ——— Cancels I. C. C. No. ———

No. C-37, Series 1903, Cancels re-issue of C-84, Series 1902, No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per Circular G. F. O. 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues, to E. St. Louis proper and E. St. Louis for points beyond.

From Ruby, Darrow, Ridge Prairie, Ill., billed at E. St. Louis, Ill., rate 30 cents per ton.

From Taylor Mine, O'Fallon, Bennetts Mine, Ill., billed at O'Fallon, Ill., rate 30 cents per ton.

From Lebanon, Trenton, Summerfield, Bresee, Ill., billed at Lebanon, Trenton, Summerfield, Breese, Ill., rate 30 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued December 22, 1902. Effective January 1st, 1903.

This Tariff expires Dec. 31, 1903, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies C. C. G. 2, E. St. L., O'Fallon, Lebanon, Trenton, R. M. Fraser C. F. No. 50754, Summerfield, Breese,, EH2, E. S. McV. HCS.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-91, Series 1903, Cancels No. C-37, Series 1903.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per Circular G. F. O. 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues, to E. St. Louis proper and E. St. Louis for points beyond.

From Ruby, Darrow, Ridge Prairie, Ill., billed at E. St. Louis, Ill., rate 40 cents per ton.

From Taylor Mine, O'Fallon, Bennetts Mine, Ill., billed at O'Fallon, Ill., 40 cents per ton.

From Lebanon, Trenton, Summerfield, Breese, Ill., billed at Lebanon, Trenton, Summerfield, Brese, Ill., rate 40 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and rules on reverse side.

Issued January 2, 1903. Effective January 5, 1903.

This Tariff expires Dec. 31, 1903, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to C. C. G. 2, E. St. L., O'Fallon, Lebanon, Trenton, R. M. Fraser, 50754, Summerfield, Breese, EH2 S. McV. HCS.

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-92, Series 1903, Cancels No. C-3, Series 1903.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per G. F. O. Circular 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues.

From Sandoval, Odin and Salem, Ill., to East St. Louis proper and to East St. Louis for points beyond, rate 47.5 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued January 2, 1903. Effective January 5th, 1903.

This Tariff expires Dec. 31st, 1903, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to C. C. G. 2, E. St. L., Sandoval, Odin, Salem, R. S. McV., R. M. F., EH No. 2HCS 51529.

No. C-162, Series 1903, Cancels No. C-92, Series 1903.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads, Minimum weight as per Circular G. F. A. 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues.

From Sandoval, Odin and Salem, Ill., to East St. Louis proper and to East St. Louis for points beyond, rate 40 cents per net ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system box cars or to require that foreign road box cars be furnished.

Issued July 17, 1903. Effective July 20, 1903.

This Tariff expires Dec. 31, 1903, unless sooner revoked or modified.

Edward Hart, Jr.,
A. G. F. A., St. Louis, Mo.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Copies to CCG2-East L (Sandoval-Odin-Salem) HCSRMF2 C. F. No. 51529 EH (30).

I. C. C. No. ——— Cancels I. C. C. No. ———

No. C-21, Series 1904, Cancels re-issue of C-91 and 162, Series 1903, No. ——— Series.

THE BALTIMORE & OHIO SOUTHWESTERN R. R. CO.

Special Tariff Applying on Bituminous Coal, Carloads. Minimum weight as per Circular G. F. O. 554 (I. C. C. 3229), Sept. 12, 1902, or subsequent issues, to East St. Louis proper and East St. Louis for points beyond.

From Ruby, Darrow, Ill., billed at East St. Louis, Ill., rate 40 cents per ton.

From Ridge Prairie, Taylor Mine, O'Fallon, Ill., billed at O'Fallon, Ill., rate 40 cents per ton.

From Bennetts Mine, Lebanon, Trenton, Summerfield, Breese, Odin, Salem, Sandoval, Ill., billed at Lebanon, Trenton, Summerfield, Bresee, Odin, Salem, Sandoval, Ill., rate 40 cents per ton.

When shipments for points beyond E. St. Louis are loaded in box cars it is optional with the B. & O. S. W. R. R. to furnish system cars or to require that foreign road box cars be furnished.

Subject to Classification and Rules on reverse side.

Issued December 19th, 1903. Effective January 1st, 1904.

This Tariff expires Dec. 31st, 1904, unless sooner revoked or modified.

Archibald Fries,
Asst. Gen'l Frt. Agt.,
Cincinnati, Ohio.

S. T. McLaughlin,
Gen'l Frt. Agt.,
Cincinnati, Ohio.

Ed. Hart, Jr.,
A. G. F. A., St. Louis, Mo.

Copies to CCG.2,EStL, O'Fallon, Lebanon, Trenton, RMF C. F. No. 50754, Summerfield, Breese, EH3 HCS, Sedamsville, Odin and Salem, 51529.

On the back of this and all of the other sheets of this exhibit (Nos. C-59, C-141, C-11, C-83, Sup. No. L, C-83, C-109, C-110, C-111, C-118, C-25, C-84, C-31, C-37, C-91, C-92, C-162, C-21), is printed the following:

The rates published in this tariff are subject to the following rules:

Rates named herein will apply from and to the tracks of the B. & O. S. W. R. R., also from and to the tracks of connecting lines when authorized in the published tariffs governing the absorption of connecting line switching charges in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this company the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into railroad stations or warehouses must be removed within forty-eight (48) hours after arrival, and if not so removed will, at the option of the carrier, either be removed to or stored at a public warehouse at owner's cost and risk, and there be held subject to lien for freight and charges, or will be retained in carrier's station or warehouse under the same conditions and subject to like charges for storage as prevail at public warehouses, except as otherwise provided by such public regulations as may be established by local law or by delivering carriers.

Under this tariff, when freight is to be loaded by consignor, or unloaded by consignee, one dollar ($1.00) per car per day, or fraction thereof, for delay beyond forty-eight (48) hours in loading or unloading, will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Complainant's Exhibit No. 83.

VANDALIA RAILROAD COMPANY.

General Freight Department.

Local Freight Tariff No. 2453, applying on Soft Coal, Carloads, Minimum weight 35,000 pounds.

From Mines on the Vandalia Line at Collinsville and Troy, Ill. to East St. Louis, Ill., 40 cents per ton of 2,000 pounds.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized published switching Tariffs in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff, will govern.

Property unloaded into the stations or warehouses of this Company, or of roads parties to this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued Sept. 14, 1904. Effective Sept. 14, 1904.

Issued by

A. D. Pendleton,
Div. Frt. Agt.
Terre Haute, Ind.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

Geo. W. Davis,
Gen'l Frt. Agt.,
St. Louis, Mo.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.

Local Freight Tariff No. 2568 Cancels No. 2453 Applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Mines on the Vandalia Railroad Company, at Collinsville and Troy, Ill., to East St. Louis, Ill., 30 cents per ton of 2,000 pounds.

File R-10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching Tariffs in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road which is a party to this Tariff will govern.

Property unloaded into the station or warehouses of this Company, or of roads parties to this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued May 1, 1905. Effective May 1, 1905.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.

Local Freight Tariff No. 2579 (Cancels No. 2568), applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Mines on the Vandalia Railroad Company at Collinsville, Ill., and Troy, Ill., to East St. Louis, Ill., 17½ cents per ton of 2,000 pounds.

File R-10133 EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching Tariffs in effect at points of shipment, and destination and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff, will govern.

Property unloaded into the station or warehouse of this Company, or of roads parties to this Tariff, is subject to the storage rules of the following road.

Under this Tariff, when freight is to be loaded by consignor, or unloaded by consignee, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued May 20, 1905. Effective May 22, 1905.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.

Local Freight Tariff No. 2586 (Cancels No. 2579), applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Mines on the Vandalia Railroad Company at Collinsville, Ill., and Troy, Ill., to East St. Louis, Ill., 25 cents per ton of 2,000 lbs.

File R-10133-EE.

The rates named herin will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching Tariffs in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff will govern.

Property unloaded into the station or warehouses of this Company or of roads parties of this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day or fraction therof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued May 31, 1905. Effective June 5, 1905.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.
I. C. C. No. 1677.

Local Freight Tariff No. 2865 (Cancels Local Freight Tariff No. 2586), applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Mines on the Vandalia Railroad Company at Collinsville, Ill., and Troy, Ill., to East St. Louis, Ill., 40 cents per net ton.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching Tariffs in effect at points of shipment and destination and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff, will govern.

Property unloaded into the stations or warehouses of this Company, or of roads parties to this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued June 11, 1906. Effective June 15, 1906.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

File R-10133-EE.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1677.

Supplements No. 1 to Local Freight Tariff No. 2865, applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Mines on the Vandalia Railroad Company at Collinsville, Ill., and Troy, Ill., to East St. Louis, Ill.

The Vandalia Railroad will absorb out of the rate shown in this tariff not to exceed ten (10) cents per ton of the switching charges assessed for making deliveries on other lines within defined switching limits of East St. Louis, Brooklyn, Granite City, Madison and Venice, except on shipments for deliveries on the National Stock Yards tracks, upon which $1.00 per car switching will be absorbed.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and unless specified, from and to the tracks of connecting lines when authorized in the published switching Tariffs in effect at points of shipment and destination and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff, will govern.

Property unloaded into the stations or warehouses of this Company, or roads parties to this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee one dollar ($1.00) per car per day or fraction thereof for delivery beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued Nov. 14, 1906. Effective Nov. 17, 1906.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

File R-10133-EE.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1677, Supplement No. 2.

Supplement No. 2.

Supplements 1 and 2 include all changes to Local Frt. Tariff No. 2865, applying on Soft Coal, Carloads, Minimum weight 36,000 pounds.

From Collinsville and Troy, Ill., to East St. Louis, Ill., 42 cents per net ton.

File R-10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and unless otherwise specified from and to the tracks of connecting lines when authorized the published switching Tariffs in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this Tariff will govern.

Property unloaded into the stations or warehouses of this Company, or of roads parties to this Tariff, is subject to the storage rules of the delivering road.

Under this Tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier of the property except, however, when in conflict with Car Service As-

sociation or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued March 6, 1907. Effective April 8, 1907.

Issued by

A. D. Pendleton,
Div. Frt. Agent,
Terre Haute, Ind.

E. R. Coleman,
Div. Frt. Agent,
Logansport, Ind.

Geo. W. Davis,
Gen'l Frt. Agent,
St. Louis, Mo.

H. R. Griswold,
Div. Frt. Agent,
St. Louis, Mo.

Complainant's Exhibit No. 84.

VANDALIA RAILROAD COMPANY.

Joint Freight Tariff No. 2864.

In connection with Terminal Railroad Association of St. Louis; St. Louis Merchants Bridge Terminal Ry. Co.; Wiggins Ferry Co.; Interstate Car Transfer Co.; St. Louis, Iron Mountain & Southern Ry. Co., (Ivory Transfer), on Soft Coal, (Carloads, Minimum weight 50,000 pounds).

From Collinsville and Troy, Ill., to St. Louis, Mo., 60 cents per net ton.

Issued June 9, 1906. Effective June 15, 1906.

Under this Tariff when freight is to be loaded by consignor or unloaded by consigne, one dollar ($1.00) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point destination, in which case such Car Service Association or local regulations shall prevail.

Issued by

W. M. Hodgden,
General Freight Agent,
St. Louis, Mo.

Rate named herein will apply to Public Yards, team tracks and private sidings of the following Companies under their established rules:

Terminal Railroad Association of St. Louis,
St. Louis Merchants Bridge Terminal Ry.
Wiggins Ferry Co.
Also to the Public Yards, Team Tracks or Private Sidings of the Western Lines as shown below:

CHICAGO, BURLINGTON & QUINCY R. R. CO.

Name.	Location.
Banner Rubber Co.	Baden
Becker, Hy. Ice House	East Grand Ave.
Bird, J. A. & W.	Waddingham St.
Burlington Elevator Co.	East Grand Ave.
Byrnes, J. W.	Waddingham St.
Columbia Can Co.	Chambers St.
Chicago Roofing Tile Co.	Prospect Hill
Donovan, J. F. & Co.	Waddingham St.
Federal Chemical Co.	Dock St.
Fulton Iron Works	Waddingham St.
Grolock Packing Co.	Waddingham St.
Independent Stock Yards	Bremen Ave.
Lothman Cypress Co.	Dock St.
Lothman Cypress Co.	Angelica St.
Mound City Warehouse Co.	Clinton St.
National Ammonia Co.	Mallinckrodt St.
New Union Sand Co.	Main and Mullanphy Sts.
Norvell-Shapleigh Hdw. Co.	Main St. & Cass Ave.
Rogers Elevator Co.	Bremen Ave.
Rowley Lead Co.	Waddingham St.
Rowley Lead & Varnish Co.	Waddingham St.
St. Louis Basket & Box Co.	Penrose St.
St. Louis Car Co.	Baden
St. Louis Portland Cement Co.	
St. Louis Water Works Co.	Baden
St. Louis Water Works Co.	Bissell's Point
St. Louis Water Works	Chain of Rocks
Shepard, C. Sidney	Waddingham St.

Sligo Iron Store Co. ----------Waddingham St.
Thomas & Proetz Lumber Co. ---------Angelerodt St.
Teuscher & Sons ----------Waddingham St.
Union Packing Co. ----------Bremen St.
Western Iron & Supply Co. ---------Waddingham St.
Kennard Carpet Co. -------Main and O'Fallon Sts.

MISSOURI PACIFIC RAILWAY COMPANY.

Alter, W. W. ----------Sutton
American Car Co. ----------Tower Grove
American Radiator Manufacturing Co.--Talmage Ave.
American Steel & Wire Co. ------21st and Gratiot Sts.
American Tobacco Co. (Catlin Branch)--Tower Grove
American Tobacco Co. (Liggett & Myers------
Branch) ----------Tower Grove
Art Mosaic Tie Co., The ----------Theresa Ave.
Banner Iron Works ----------Shaw Ave.
Banner Lumber Co. ----------Sutton
Barrett Manufacturing Co. ----------Levee
Beckers, A. M. Lumber Co. ----------Shaw Ave.
Beck, H. W. & Sons ----------Cheltenham
Berry-Berg Coal & Coke Co. ----------Spring Ave.
Blackmer and Post Pipe Co.----------Arsenal St.
Bohme, J. C. ----------Carondelet
Brocksmidt Bros. ----------Clifton Heights
Brown, R. B. Oil Co. ----------Ohio Ave.
Bruce, G. F. ----------Jefferson Ave.
Bruner, P. M. & Co. ----------Theresa Ave.
Buehler Cooperage Co. ----------Carondelet
Burghart, Louis ----------Carondelet
Bushnell, D. I. & Co. ----------Levee
Carondelet Electric Light & Power Co.--Carondelet
Carondelet Foundry Co. ----------Kingshighway
Carthage Marble and White Lime Co.Vandeventer Ave.
Carthage Stone Co. ----------Theresa Ave.
Case, I. I. Threshing Mach. Co. ----16th & Austin Sts.
Central Elevator "B" --------Levee & Chouteau Ave.
Chappell's Switch ----------Chippewa St.
Chase, H. & L. Bag Co. ----------Levee
Chouteau Ave. ----------Levee Tracks

Christy Fire Clay Co. ----Morganford & Gravois Rds.
City Pipe Yards ----------Shaw Ave.
Commonwealth Feed Mills ----------Levee
Cohen, M. ----------Jefferson Ave.
Crowdus, J. C. & Co. ----------Levee
Cupples Station ----------8th and Poplar Sts.
Darlington, E. R. Lumber Co. -----Vandeventer Ave.
Donk Bros. Coal & Coke Co. ----------Carondelet
Eau-Claire-St. Louis Lumber Co.---------Shaw Ave.
Edgar Zinc Co. ----------Carondelet
Enterprise Press Brick Co. ----------Kingshighway
Evens & Howard ----------Howard's Station
Fernholtz Brick Machine Co. ----------Boyle Ave.
Fidelity Lumber Co. ----------Sutton
Freight House ----------7th Street
Geisel Construction Co. ----------Carondelet
General Chemical Co. ----------14th St. Yard
General Electric Co. ----------21st and Papin St.
Gilsonite Const. Co. ----------Old Compress
Gillick Bros. ----------Carondelet
Glencoe Lime & Cement Co. ----------Boyle Ave.
Goodwin Mfg. Co. ----------Theresa Ave.
Goetz, C. W. & Co. ----------Theresa Ave.
Granite Bituminous Paving Co. ----------Shaw Ave.
Great West Feed Co. ----------Chouteau Ave.
Grooper Cooperage Co. ----------Carondelet
Harry, O. K. Steel Works ----------Jefferson Ave.
Heinrichsmeyer, H. ----------Carondelet
Hirsch Rolling Mill ----------Benton
Hunkins-Willis Lime & Cement Co.----17th St. Yard
Huttig Sash & Door Co. ----------Talmage Ave.
Hydraulic Press Brick Co. ----------Chippewa St.
Hydraulic Press Brick Co.--Kingshighway Main Line
Hydraulic Press Brick Co. ----------McRee Ave.
Independent Packing Co. ----------Vandeventer Ave.
Kinloch Telephone Co. ----------Old Compress
Koken Iron Works (American Bridge Co.)------
----------West Chouteau Ave.
Laclede Fire Brick Manufacturing Co.----Cheltenham
Laclede Gas Light Co. Warehouse----------
----------21st and Gratiot Sts.

Laclede Gas Light Co. ----------Chouteau Ave.
Langan & Taylor, Warehouse ----21st and Gratiot St.
Lohse Patent Door Co. ----------Kingshighway
Milne & Gordon ----------Jefferson Ave.
Mississippi Glass Co. ----------Gravois Rd.
Missouri Belting Co. ----------Levee
Missouri Brick Works ----------Cheltenham
Mo. Granite & C. Co. ----------Theresa Ave.
Mitchell Clay Manufacturing Co. ---------Cheltenham
Mound City Oil & Supply Co. ----------Levee
Mound City Roofing Tile Co.---------Morganford Rd.
National Brewing Co. ----------18th St. Yard
Osborne, D. M. & Co. ----------22nd St.
O'Donnell, E. R. ----------Levee
O'Neill Lumber Co. ----------Taylor Ave.
Parker-Russell Mining & Milling Co.--Morganford Rd.
Paule, A. B. ----------Carondelet Road
Peerless Feed & Milling Co.----------Theresa Ave.
Pickel, George & Sons ----------21st St. Yard
Pickle Stone Co. ----------Kentucky Ave.
Polar Wave Ice Co. ----------Benton
Polar Wave Ice & Fuel Co. ----------Chouteau Ave.
Polar Wave Ice & Fuel Co. ----------14th St. Yard
Progress Press Brick Co.-Toll's Switch (K'highway)
Provident Chemical Works ----------Carondelet
Prunty, Chas. E. G. & S. Co. ----------Levee
Public Delivery Track ----------Cheltenham
Public Delivery Track ----------Clifton Heights
Public Delivery Track ------Kingshighway Main Line
Public Delivery Track ----------Spring Ave.
Public Delivery Track ----------Tower Grove
Public Delivery Track ----------7th St.
Public Delivery Track ----------14th St. Yard
Public Delivery Track ----------21st St.
Quinlivan, Jas. T. & Bro. ----------Theresa Ave.
Ratican, W. ----------Jansen's Sw. (Arsenal St.)
Reheis-Rolf's Lumber Co.-------12th and Austin Sts.
Ringhoff, C. & A. ----------Benton
Rowley Lead Co. ----------Theresa Ave.
Rogers Salt Co. ----------Levee
Rossiter, McGovern & Co. ----------Compton Ave.

Ruemmeli-Dawley Mfg. Co. ----------Old Compress
Schultz Bros. ----------Clifton Heights
Scullin-Gallagher Iron & Steel Co. ----------Benton
Seidel, Julius, Lumber Co. ----------Kingshighway
Sneling Bros. ----------Gravois Rd.
St. Louis Blast Furnace Co. ----------Carondelet
St. Louis Car Wheel Co. ----------Spring Ave.
St. Louis Cut Stone Co. ----------Theresa Ave.
St. Louis Dressed Beef & Provision Co. ----------
----------W. Chouteau Ave.
St. Louis Edible Nut Co. ----------Levee
St. Louis Hay Exchange ----------Theresa Ave.
St. Louis Lead & Oil Co. ----------Howards Station
St. Louis Light & Power Co. ----------Howards Station
St. Louis Marble and Tile Co.----12th and Austin Sts.
St. Louis Terre Cotta Co. ----------Cheltenham
Southwestern Coal Co. ----------Cheltenham
Stupp Bros. ----------Carondelet
Superior Press Brick Co. ----------Kingshighway
Tamm Bros. Glue Co. --Between Spring and Chouteau
Thorp-Twist Fire Clay Co.--Twist's Switch (Arsenal)
Tiemann, L. H. ----------Gravois Rd.
Union Electric Light & Power Co.----------18th St. Yard
Union Fuel Co. ----------Kingshighway
Vulcanite-Manufacturing Co.----------Arsenal St.
Waters-Pierce Oil Co. ----------12th & Austin Sts.
Western Broom Co. ----------Levee
Westmans, S. W. ----------Carondelet
Whitman Agricultural Co. ----------Carondelet
Winkle Terra Cotta Co. ----------Cheltenham

Deliveries bearing this reference mark will be routed via Bixby, Ill., and St. Louis, Iron Mountain & Southern Ry. (Ivory Transfer).

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

American Car & Foundry Co. ----------Barton St. Yards
American Car & Foundry Co.----------Main & Dorcas St.
American Car & Foundry Co. ----------Utah St.
American Refrigerator Transit Co. (Cooler)----
----------Levee and Gratiot St.

American Refrigerator Transit Co. (Shops)----- Main and Barton Sts.
Anheuser-Busch Brewing Association----- Second and Dorcas Sts.
Bannantine Galvanizing Works ----- Soulard, between 2d and Kosciusko Sts.
Banner Buggy Co. ----- Main & Rutger Sts.
Banner Lime & Cement Co. ---- Main and Barton Sts.
Banner Lime & Cement Co. ----- Carondelet
Barrett Manufacturing Co. ------ Main & Convent Sts.
Bowman Manufacturing Co.------ Main & Gratiot Sts.
Burghart, Louis ----- Carondelet
Busch Glass Works ----- Main & Dorcas Sts.
Bushnell, D. I. & Co. ----- Levee & Chestnut Sts.
Campbell Glass & Paint Co. ------ Main & Gratiot Sts.
Carondelet Electric Light & Power Co.--Carondelet
Carondelet Milling Co. ----- Carondelet
Central Elevator "B" ------ Main & Chestnut Ave.
Chase, H. & L. Bag Co. ------ Levee & Market Sts.
Chivvis, W. R. Lumber Co.--Main & Lesperance Sts.
Commonwealth Feed Co. ------ Levee & Market Sts.
Continental Glass Works----- Barton, between 3d and Broadway
Cox & Gordon ----- 3d and Chouteau Ave.
Crowdus, J. C. & Co. ----- Levee & Pine Sts.
Crunden-Martin W. W. Co. ------ Main & Cedar Sts.
Diamond Match Co. ------ Lesperance & DeKalb Sts.
Diefenbach, A. ----- Main & Lesperance Sts.
Eau Claire-St. Louis Lbr. Co.--DeKalb & Barton Sts.
Eichorn, Jno. ----- Carondelet
Fairbanks, The N. K. Co. ------ 3d and Convent Sts.
Finck, J. C. & Co. ----- Kosciusko & Barton Sts.
Ganahl, J. J. Lumber Co. ----- 2d and Park Ave.
Gillick Bros. ----- Carondelet
Gpeke, F. W. Grain & Feed Co. ----- Sidney St.
Harris, L. G., Manufacturing Co.--Main & Barton Sts.
Helmbacher Forge & Rolling Mill Co.----- DeKalb and Barton Sts.
Herf & Freichs Chemical Co. ----- Tucker Sta.
International Steel Post Co. ----- Carondelet
Johnston Tin Foil & Metal Co. ----- Carondelet

Keller & Tam ---------- Main & Victor Sts.
Klauber, A. & Son ---------- Main & Convent Sts.
Klausman Brewing Co. ---------- Carondelet
Laclede Gas Light Co. ---------- Main & Convent St.
Larkin & Shaffer ---------- St. George St.
Lemp, W. J. Western Brewing -- Main & Cherokee Sts.
Little Lumber Co. ---------- Lesperance & DeKalb Sts.
Lohrum, J. A. ---------- Osage St.
Luehrmann, C. F. Hardwood Lumber Co. --------
---------- Levee and Carroll St.
Lumaghi Coal Co. ---------- Miller St.
Medart Patent Pulley Co. ---------- Cherokee St.
Merck & Co. ---------- Tucker Station
Missouri Belting Co. ---------- Levee & Elm St.
Missouri Metal Co. ---------- Guthrie St.
Monsanto Chemical Co. ---- Lesperance & DeKalb Sts.
Mound City Oil & Supply Co. ------ Levee & Pine St.
Mueller, H. ---------- Marine Ave.
National White Lead Co. ------ Main & Lombard Sts.
Nelson, Morris & Co. ---------- A. B. B. A. Yards
Nelson, Morris & Co. ---------- Carondelet
Nelson, Morris & Co. ---------- 3d and LaSalle Sts.
Nulson Klein & Krausse Mfg. Co. Main and Victor Sts.
O'Donnell, E. R. ---------- Levee and Clark Ave.
Pioneer Cooperage Co. ---------- Barton St.
Plant, Geo. H. Milling Co. -- Main and Chouteau Ave.
Polar Wave Ice & Fuel Co. ------ Main and Miller Sts.
Port Huron Co. ---------- 3d and Chouteau Ave.
Prunty, Chas. E. ---------- Levee and Chestnut Sts.
Public Delivery Track (Robert Ave) ------- Carondelet
Public Delivery Track ---------- Barton St. Yards
Public Delivery Track ---------- Chouteau Ave.
Public Delivery Track ---------- Convent St.
Public Delivery Track ---------- Dorcas St.
Miller Street Yards (Public Delivery and Lumber Yard) ----------
Between Levee and 2d St. and Miller and Lesperance St.
Regina Milling Co. ---------- Main & Plum Sts.
Rogers Salt Co. ---------- Levee & Clark Ave.
Ruecking, H. & Co. ---------- Gasconade Ave.

St. Louis Art Iron Co.—Lesperance and DeKalb Sts.
St. Louis Axle Co.—Soulard, bet. 2d and Kosciusko Sts
St. Louis Basket & Box Co. ----Main and Arsenal Sts.
St. Louis Blast Furnace Co. ----------Carondelet
St. Louis Cooperage Co. ----------Main and Arsenal
St. Louis Corrugating Co. ----------
----------Soulard, between 2d and Kosciusko Sts.
St. Louis Dressed Beef Co.---------A. B. B. A. Yards
St. Louis Dried Grain Co. ---------A. B. B. A. Yards
St. Louis Edible Nut Co. ----------Levee & Pine Sts.
St. Louis Ice Manufacturing and Cold Storage Co. ----------Main, bet. Plum and Cedar Sts.
St. Louis Iron & Machine Wks.-Main & Chouteau Ave.
St. Louis Sanitary Co. ------Main and Gasconade Ave.
St. Louis Woodenware Works--------St. George St.
Schoenlau-Kukkuck Trunk-Top & Buggy Co.----
---------- Carondelet
Schroeder Coal Co. ----------Cherokee St.
Schroeder Coal Co. ----------Main & Miller Sts.
Schweer Brick Co. ----------Meramec St.
Schultz Belting Co. ----------Third and Barton Sts.
Sligo Iron Store Co. ---------Main and Barton Sts.
Southern Cooperage Co. --------Main & Victor Sts.
So. St. Louis Foundry ----------Carondelet
Squires, E. E. ----------Carondelet
Standard Distilling Co. ------DeKalb & Barton Sts.
Stecher, R. Cooperage Co. --------A. B. B. A. Yards
Swift & Co. ----------3d and LaSalle Sts.
Uffman, H. ----------Main & Carroll Sts.
Union Fuel Co. ----------Main & Miller Sts.
Union Iron Foundry Co. --------Main & Barry Sts.
U. S. The Zinc and Chemical Co.----------
----------Lesperance and DeKalb Sts.
Waters-Pierce Oil Co. ----------Carondelet
Watkins, C. J. ----------Carondelet
Wayne Manufacturing Co. --------Main & Sidney Sts.
Western, The Broom Co.---------Levee & Spruce Sts.
Whitman Agricultural Co. ----------Carondelet
Wiggins Ferry Co. (Dock) ----------Carondelet
Workhouse City ----------Meramec St.
Wurst Coal Co. ----------Main & Lesperance Sts.

Deliveries bearing this reference mark will be routed via Bixby, Ill., and St. Louis, Iron Mountain & Southern Ry. (Ivory Transfer).

ST. LOUIS SAN FRANCISCO RAILROAD COMPANY.

Alter Lumber Co. ----------Knox Ave.
American Car. Co. ----------Tower Grove Station
Barber Asphalt Co. ----------Chouteau Ave.
Beck, H. W. Sons Co. ----------Cheltenham
Bell Telephone Co. ----------Chouteau Ave.
Benedict, J. H. Coal Co. ----------Gratiot Station
Beuchner & Krummel Clay Co. ----------Knox Ave.
Catlin Branch, Am. Tobacco Co.----------Chouteau Ave.
Cheltenham Fire Clay Co. ----------Cheltenham
Evens & Howard Fire Brick Co. ----------Cheltenham
Fidelity Lumber Co. ----------Knox Ave.
Frye, Wm. G. Mfg. Co. ----------Chouteau Ave.
Fruin-Bambrick Construction Co. ----------Spring Ave.
Gilker, Theo. ----------Cheltenham
Great Western Feed Co. ----------Chouteau Ave.
Hydraulic Press Brick Co.----------Kingshighway
Independent Packing Co. ----------Chouteau Ave.
Laclede Fire Brick Co. ----------Cheltenham
Liggett & Myers Tobacco Co. ---Tower Grove Station
Michel Plant & Bulb Co. ----------Tower Grove Station
Mitchell Clay Mfg. Co.----------Cheltenham
Mohrstadt-McCall Coal Co. ----------Ewing Ave.
O'Berg, Wm. Coal Co. ----------Tower Grove Station
Polar Wave Ice & Coal Co. ----------Tower Grove Station
Pope, J. T. Coal Co. ----------Chouteau Ave.
Progressive Press Brick Co. ----------Lindenwood
Public Delivery Track ----------Cheltenham
Public Delivery Track ----------Chouteau Ave.
Public Delivery Track ----------Ewing Ave.
Public Delivery Track ----------Gratiot Station
Public Delivery Track ----------Knox Ave.
Public Delivery Track ----------Spring Ave.
Public Delivery Track ----------Tower Grove Station
Reenan, John Coal Co. ----------Ewing Ave.

Reenan, John Coal Co. ---------Tower Grove Station
Robinson Coal Co. ----------Ewing Ave.
Robinson Coal Co. ----------Tower Grove Station
Ruemmeli-Dawley Mfg. Co.----------Chouteau Ave.
Sanders Press Brick Co.----------Cheltenham
Schroeter Coal Co. ----------Gratiot Station
Schultz Bros. ----------Knox Ave.
Scullin-Gallagher Steel & Iron Co.----Clifton Heights
Southwestern Steel & Iron Co. ----------Cheltenham
St. Louis Lead & Oil Co. ----------Cheltenham
St. Louis Terra Cotta Co. ----------Chouteau Ave.
St. Louis Transit Co. ----------Chouteau Ave.
Van Cleve, J. A. Clay Co.----------Gratiot Station
Vandeventer Coal Co. ----------Chouteau Ave.
Weaver Clay Co. ----------Knox Ave.
Winkle Terra Cotta Co. ----------Cheltenham

WABASH RAILROAD.

Union Depot Line.

Acme Shovel & Tool Co. ----------Vandeventer Ave.
American School Furniture Co. (Care Hoyt Metal Co.) ----------Boyle Ave.
Armour & Co. (Heinrich's Switch)--Vandeventer Ave.
Avery Coal & Mining Co. (Heinrich's Switch)---- ----------Vandeventer Ave.
Banner Clay Co. (Hunkins-Willis Switch)-Taylor Ave.
Banner Coal Co. ----------Euclid Ave.
Banner Lumber Co. ----------Newstead Ave.
Barth-Rose Coal Co. ----------Newstead Ave.
Berry-Bergs Coal Co. ----------Vandeventer Ave.
Boehmer ----------Eden, Mo.
Boeckeler Lumber Co. ----------Eden, Mo.
Burgler Bros. Cont. Co. ----------Rosedale, Mo.
Colorado Sand & Gravel Co. ----------Cabanne Ave.
Colorado Sand & Gravel Co. ----------Taylor Ave.
Colorado Sand & Gravel Co. ----------Rosedale, Mo.
Crescent Ice & Coal Co. (Heinrich's Switch)---- ----------Vandeventer Ave.
DeCamp Fuel Co. ----------Cabanne Ave.
DeCamp Fuel Co. ---------- -----Rosedale, Mo.

Donk Bros. Coal & Coke Co. ----------Cabanne Ave.
Donk Bros. Coal & Coke Co. ----------Rosedale, Mo.
Empire Brewing Co. ----------Sarah St.
Exchange Grain Elevator ----------Theresa Ave.
Gilsonite Construction Co. ----------Boyle Ave.
Heinrich Coal Co. ----------Vandeventer Ave.
Hunkins-Willis Lime & Cement Co.-------Taylor Ave.
Hydraulic Press Brick Co. ----------Spring Ave.
Illinois Steel Co. (Cement Dept.)----------Boyle Ave.
International Oil Works ----------Theresa Ave.
Liquid Carbon Acid Co. ----------Theresa Ave.
Ludlow-Saylor Wire Co. ----------Newstead Ave.
Lumaghi Coal Co. (Heinrich's Switch)---------
----------Vandeventer Ave.
Madison Coal Co. (Heinrich's Switch) ------
---------- . . ----------Vandeventer Ave.
Magnetite Foundry Co. ----------Vandeventer Ave.
Maguire Coal Co. ----------Theresa Ave.
Missouri Forage & Supply Co. ---------Theresa Ave.
Mound City Paint & Color Co. ----------Boyle Ave.
Nelson Morris & Co. (Heinrichs Switch) ------
----------Vandeventer Ave
New Union Sand Co. ----------Euclid Ave.
New Union Sand Co. ----------Rosedale, Mo.
New Union Sand Co. (Cement and Sand Dept.)
----------Spring Ave.
New Union Sand Co. (Cement Dept.) ----------
----------Vandeventer Ave.
Northwestern Consolidated Milling Co.----------
----------Vandeventer Ave.
Parker Washington Co. ----------Rosedale, Mo.
Parker Washington Construction Co. (Hunkins-
Willis Switch) ----------Taylor Ave.
Phoenix Quarry Co. ----------Boyle Ave.
Polar Wave Ice Co. ----------Newstead Ave.
Polar Wave Ice & Fuel Co. ----------Rosedale, Mo.
Quinlivan, J. S. Feed Co. ----------Rosedale, Mo.
Ratican, Wm. ----------Vandeventer Ave.
Riddle, G. A. Slate Co. ----------Taylor Ave.
Rosedale Feed Co. ----------Rosedale, Mo.
St. Louis Car Wheel Co. ----------Spring Ave.

St. Louis Well Machine & Tool Co. ____Newstead Ave.
Tamm Bros. Glue Co. _____Vandeventer Ave.
The Columbia Hay & Grain Co. _____Theresa, Ave.
The Granite Bit. Paving Co. (Heinrich's Switch) _____Vandeventer Ave.
The Iola Portland Cement Co. _____Theresa Ave.
The St. Louis Shovel Co. _____Vandeventer Ave.
Union Fuel Co. _____Newstead Ave.
Vandeventer Lumber Co. (Heinrich's Switch) _____Vandeventer Ave.
Wabash Wood Working Co. _____Newstead Ave.
Western Anthracite Coal Co. _____Boyle Ave.

WABASH RAILROAD.

(North St. Louis Line.)

American Cent. Fruit & Prod. Auction Co.____ _____ Carr St.
Armour & Co. _____Benton St.
Belding Coal Co. _____St. Louis Ave Yard.
Boehmer Coal Co. _____St. Louis Ave. Yard
Broderick & Bascomb Rope Co. _____Douglass St.
Buck Stove & Range Co. _____Destrehan St.
Burgdorf, R. F. Coal Co. _____Baden, Mo.
Buss J. B. Mills _____Baden, Mo.
Colorado Sand & Gravel Co. _____Benton St.
Colorado Sand and Gravel Co. _____Dickson St.
Colorado Sand & Gravel Co. _____E. Grand Ave.
Commonwealth Carriage Co. _____Bremen Ave.
Diekman Coal Co. _____North Market St.
Druhe Lumber Co. _____Clinton St.
Frey, R. M. Lumber Co. _____St. Louis Ave.
Furstenfeld & Sons _____Baden, Mo.
Gast Brewing Co. _____Baden, Mo.
Granite Iron Rolling Mill Co. _____Destrehan St.
Green Car Wheel Co. _____Branch St.
Gruner P. & Bros. Lbr. Co. _____Angelica St.
Heidbreder Coal Co. _____St. Louis Ave. Yards.
Holste, John _____ Withers Ave.
Independent Packing Co. _____Warren St.
Independent Stock Yards. _____Bremen Ave.

Kraft, J. A. Coal Co. ----------Baden, Mo.
Leibke, Chas. F. ----------Buchanan St.
Luke, Wm. ----------Bremen Ave.
Mallinckrodt Chemical Co. ----------Destrehan St.
Mallinckrodt Chemical Co. ----------Mallinckrodt St.
Massengale Lumber Co. ----------Benton St.
Mathes, G. & Son Rag Co. ----------Branch St.
Mathison, P. B. Mfg Co. ----------Adelaide Ave.
Mayer Fertilizer & Junk Co. ----------Withers Ave.
Mechanics Planing Mill Co. ----------Bremen Ave.
Meir & Pohlman ----------Benton St.
Meyer Bros. Coal Co. ----------St. Louis Ave. Yards.
Mississippi Glass Co. ----------Angelica St.
Mississippi Glass Co. ----------Douglass St.
Mississippi Valley Elevator & Grain Co. ----
----------Madison St.
Missouri Car Storage Co. ----------Douglass St.
Moon, J. W. Buggy Co. ----------Douglass St.
Mosberger-O'Reilly Lumber Co. ----------Tyler St.
More, Jones & Co. ----------Dock St.
Mound City I. & C. S. Co. ----------Branch St.
Muren Coal Co. ----------St. Louis Ave. Yards.
Nat. Enam. & Stamping Co. (Collins St. Track)
---------- Florida St.
Nelson, Morris & Co. ----------Wright St.
Olcott, Chas. A. Plg. Mill Co. ----------Buchanan St.
Perkins, A. L. ----------Cass Ave.
Phelps & Donley Coal Co. ----------St. Louis Ave.
Pioneer Pole & Sha. Co. ----------Clinton St.
Pohlman, H. C. ----------Angelica St.
Quade, Chas. ----------Prairie Ave.
Republic Oil Co. ----------Berry St.
Riddle-Rehbein Mfg. Co. ----------St. Louis Ave.
St. Louis Car Co. Automobile Works.----------
----------Withers Ave.
St. Louis Dressed Beef Co. ----------North Market St.
St. Louis Hide & Tallow Co. ----------Talcott Ave.
St. Louis Oil Co. ----------Branch St.
Scobie, J. F. Lumber Co. ----------St. Louis Ave.
Seed, M. A., Dry Plate Co. ----------Woodland, Mo.
Souther, E. E. Iron Co. ----------Monroe St.

Southwestern Oil Co. ----------E. Grand Ave.
Squering Coal Co. ----------Penrose St.
Striefler, C. E. Lumber Co. ---------North Market St.
Schwartzchild, Sulzberger & Co.-------Montgomery St.
Swift & Co. ----------Wright St.
Tebbets, L. B. & Sons Carriage Co. -------Branch St.
Thos. King Coal & Sand Co. ----------Woodland, Mo.
Union Electric Light & Power Co.---------Ashley St.
Union Fuel Co. ----------Buchanan St.
United Elevator Grain Co. (Mchts. Elec. Co.)
---------- Florida St.
United Railways Co. ----------Salisbury St.
Venice Transportation Co. ----------Douglass St.
Waltke Soap Co. ----------E. Grand Ave.
Wilson Land & Lumber Co. ----------Bremen Ave.

On back cover of this paper is printed map of Vandalia R. R.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1492, Supplement, No. 1.

Supplement No. 1 to Joint Freight Tariff No. 2864. In connection with roads named in tariff on soft coal. (Carloads, minimum weight 50,000 pounds), from Collinsville and Troy, Ill., to St. Louis, Mo.

Refer to page 2, showing list of deliveries on the Missouri Pacific Ry. Co., and eliminate the following:

Alter, W. W. ----------Sutton.
Banner Lumber Co. ----------Sutton.
Fidelity Lumber Co. ----------Sutton.

File R-10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching tariffs in effect at points of shipment and destination and which are on file with the Interstate Commerce Commission When traffic is destined to points beyond the tracks of this company, the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into the stations or warehouses of this company, or of roads parties to this tariff, is subject to the storage rules of the delivering road.

Under this tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point of destination, in which cases such Car Service Association or local regulations shall prevail.

Issued June 13, 1906. Effective June 18, 1906.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.

E. R. Coleman, Division Freight Agent, Logansport, Indiana.

Geo. W. Davis, General Freight Agent, St. Louis, Missouri.

H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1492, Supplement No. 2.

Supplement No. 2. Cancels Supplement No.1 and includes all changes to Joint Freight Tariff No. 2864, in connection with roads named in tariff on soft coal, (Carloads, minimum weight 50,000 pounds), from Collinsville and Troy, Ill., to St. Louis, Mo.

Refer to page 2, showing list of deliveries on the Chicago, Burlington & Quincy Ry., and Missouri Pacific Ry. Co., and eliminate the following:

Alter, W. W. ----------Sutton.
Banner Lumber Co. ----------Sutton.
Chicago Roofing Tile Co. ----------Prospect Hill.
Fidelity Lumber Co. ----------Sutton.
St. Louis Portland Cement Co. ----------Prospect Hill.

St. Louis Water Works Co. ----------Baden.
St. Louis Water Works Co. ----------Bissell's Point.
St. Louis Water Works Co. ----------Chain of Rocks.

File R-10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching tariffs in effect at points of shipment and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into the stations or warehouses of this Company, or of roads parties to this tariff, is subject to the storage rules of the delivering road.

Under this tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued June 25, 1906. Effective July 7, 1906.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.
E. R. Coleman, Division Freight Agent, Logansport, Indiana.
Geo. W. Davis, General Freight Agent, St. Louis, Missouri.
H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

VANDALIA RAILROAD COMPANY.

General Freight Department.
I. C. C. No. 1492, Supplement No. 3.

Supplement No. 3, supplements Nos. 2 and 3, include all changes to Joint Freight Tariff No. 2864, in connection with roads named in tariff on soft coal, (Carloads, minimum weight 50,000 pounds), from Collinsville and Troy, Ill., to St. Louis, Mo.

Additions.

Add to St. Louis, Mo., deliveries, to which rate applies. St. Louis, Kansas City & Colorado Railroad, (Rock Island Lines.)

Name.	Location.
Public Yards, Team Tracks	Union Ave.

File 10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching tariffs in effect at points of shipment and destination and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into the station or warehouse of this Company, or of roads parties to this tariff, is subject to the storage rules of the delivering road.

Under this tariff, when freight is to be loaded by consignor, or unloaded by consignee, one dollar ($1) per car per day or fraction for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued Aug. 6, 1906. Effective Aug. 11, 1906.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.

E. R. Coleman, Division Freight Agent, Logansport, Indiana.

Geo. W. Davis, General Freight Agent, St. Louis, Missouri.
H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

VANDALIA RAILROAD COMPANY.

General Freight Department.
I. C. C. No. 1492, Supplement No. 4.
Supplement No. 4 cancels Supplement Nos. 2 and 3 and includes all changes to Joint Freight Tariff No. 2864, in connection with roads named in tariff on soft coal, C. L., minimum weight 50,000 pounds, from Collinsville and Troy, Ill., to St. Louis, Mo.
Refer to tariff and make the following additions, corrections and cancellations in list of deliveries to which rate named therein applies.
Chicago, Burlington & Quincy Railroad.
Cancellations.

Name.	Location.
Chicago Roofing Tile Co.	Prospect Hill.
St. Louis Portland Cement Co.	Prospect Hill.

MISSOURI PACIFIC RAILWAY CO.

Cancellations.

Alter, W. W.	Sutton.
Banner Lumber Co.	Sutton.
Fidelity Lumber Co.	Sutton.

(Continued on Page 2.)
Under this tariff, when freight is to be loaded by consignor, or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.
File 10133-EE.
Issued Sept. 6, 1906. Effective Oct. 8, 1906.

Issued by:
A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.
E. R. Coleman, Division Freight Agent, Logansport, Indiana.
Wm. Hodgdon General Freight Agent, St. Louis, Missouri.
H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

ST. LOUIS & SAN FRANCISCO RAILROAD CO.

Addition.

Name.	Location.
Missouri Fire Brick Co.	Cheltenham.

Cancellations.

Cheltenham Fire Clay Co.	Cheltenham.
Weaver Clay Co.	Knox Ave.

WABASH RAILROADS.

(Union Depot Line.)

Additions.

King Electric Co.	Rosedale, Mo.
New Union Sand Co.	Taylor Ave.
Rosedale Cont. Co.	Rosedale, Mo.
St. Louis & Suburban Ry.	Rosedale, Mo.
Trinidad Asphalt Co.	Theresa Ave.
Wagner Electric Co.	Page Ave.

Correction.

Boehmer Coal Co.	Eden, Mo.

Cancellations.

American School Furn. Co. (Care Hoyt Metal Co.)	Boyle Ave.
Burglar Bros. Construction Co.	Rosedale, Mo.
Magnetite Foundry Co.	Vandeventer Ave.
New Union Sand Co. (Cement Department)	Vandeventer Ave.

VANDALIA RAILROAD COMPANY.

General Freight Department.

WABASH RAILROAD.

(North St. Louis Line.)

Additions.

Name.	Location.
Arndt Merc. & Realty Co.	Dock Street.
Commonwealth Feed Mills	DeSoto Ave.
Conrades Chair Co.	Tyler Street, 2d St. Tracks.
Fix. F. E. Coal & Lumber Co.	Jennings, Mo.
Grasselli Chemical Co.	Penrose St.
King, Thos. Coal & Sand Yards	Woodland, Mo.
Kleine Spuering Coal Co.	Montgomery St.
Kleine Spuering Coal Co.	Penrose St.
Laclede Gas Co.	Dixon St.
McDonald & Klauber	DeSoto Ave.
McPheeters Wabash Warehouse Co.	Franklin Ave.
Missouri Game & Poultry Co.	Carr St. 2d St. Tracks.
St. Louis Syrup & Pres. Co.	Dixon St. 2d St. Tracks.
Western Iron & Supply Co.	Dixon St. 2d St. Tracks.
Waters-Pierce Oil Co.	East Grand Ave.

Corrections.

Belding Coal Co.	Florida St., 2d St. Tracks.

Cancellations.

Spuering Coal Co.	Penrose St.

ST. LOUIS, KANSAS CITY & COLORADO RAILROAD.

(Rock Island Lines.)

Name.	Location.
Public Yards, Team Tracks.	Union Ave.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1492, Supplement No. 5.

Supplement No. 5. Supplements Nos. 4 and 5 include all changes to Joint Freight Tariff No. 2864 in

connection with roads named in tariff on soft coal, C. L. Minimum weight 50,000 pounds from Collinsville and Troy, Ill., to St. Louis, Mo.

Addition.

Chicago, Burlington & Quincy Railway.

Name.	Location.
St. Louis Portland Cement Co.	Prospect Hill.

File 10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and, unless otherwise specified, from and to the tracks of connecting lines when authorized in the published switching tariffs in effect at points of shipment and destination and which are on file with the Interstate Commerce Commission, When traffic is destined to points beyond the tracks of the Company, the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into the station or warehouse of this Company, or of roads parties to this tariff, is subject to the storage rules of the delivering road.

Under this tariff, when freight is to be loaded by consignor, or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued Sept. 12, 1906. Effective Oct. 14, 1906.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.

E. R. Coleman, Division Freight Agent, Logansport, Indiana.

Geo. W. Davis, General Freight Agent, St. Louis, Missouri.

H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

VANDALIA RAILROAD COMPANY.

General Freight Department.

I. C. C. No. 1492, Supplement No. 6.

Supplement No. 6, (Cancels Supplement No. 5.) Supplements Nos. 4 and 6 include all changes to Joint Tariff No. 2864, in connection with roads named in tariff on soft coal, C. L. Minimum weight 50,000 pounds, from Collinsville and Troy, Ill., to St. Louis, Mo.

Addition.

CHICAGO, BURLINGTON & QUINCY RAILWAY.

Name.	Location.
St. Louis Portland Cement Co.	Prospect Hill.

Cancellation.

Banner Rubber Co.	Baden

(File R. 10133-EE.)

Under this tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rates named herein and constitute a part of the total charges to be collected by the carrier on the property, except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued Oct. 16, 1906. Effective Nov. 17, 1906.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.

E. R. Coleman, Division Freight Agent, Logansport, Indiana.

Wm. Hodgdon, General Freight Agent, St. Louis, Missouri.

H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

VANDALIA RAILROAD COMPANY.

General Freight Department.
I. C. C. No. 1492. Supplement No. 7.
Supplement No. 7. Supplements Nos. 4, 6 and 7 include all changes to Joint Freight Tariff No. 2864 in connection with roads named in tariff on soft Coal, carloads, minimum weight 50,000 pounds, from Collinsville and Troy, Ill., to St. Louis, Missouri. 62 cents per net ton.
File R-10133-EE.

The rates named herein will apply from and to the tracks of the Vandalia R. R. and unless otherwise specified, from and to the tracks of connecting lines when authorized the published switching tariffs in effect at points of shipment, and destination, and which are on file with the Interstate Commerce Commission. When traffic is destined to points beyond the tracks of this Company, the rules and regulations of delivering road, which is a party to this tariff, will govern.

Property unloaded into the stations or warehouses of this Company, or of roads parties to this tariff, is subject to the storage rules of the delivering road.

Under this tariff, when freight is to be loaded by consignor or unloaded by consignee, one dollar ($1) per car per day or fraction thereof for delay beyond 48 hours in loading or unloading will be added to the rate named herein and constitute a part of the total charges to be collected by the carrier on the property except, however, when in conflict with Car Service Association or local regulations at shipping point or destination, in which case such Car Service Association or local regulations shall prevail.

Issued March 6, 1907. Effective April 8, 1907.

Issued by:

A. D. Pendleton, Division Freight Agent, Terre Haute, Indiana.
E. R. Coleman, Division Freight Agent, Logansport, Indiana.

Geo. W. Davis, General Freight Agent, St. Louis, Missouri.
H. R. Griswold, Division Freight Agent, St. Louis, Missouri.

Complainant's Exhibit No. 85.

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RY. CO. PEORIA & EASTERN RAILWAY AND CINCINNATI NORTHERN RAILROAD.

Freight Traffic Department.
Tariff Bureau.

Coal Tariff No. "C. A." 773. (Cancels C. A. 625), of bituminous coal, all kinds, carloads from Cleveland, Cincinnati, Chicago & St. Louis Ry. (Illinois Mines), at Pana, Hornsby, Gillespie, Hillsboro, Kortkamp Switch, Will, Livingston and Tower Hill, Ill., to Cleveland, Cincinnati, Chicago & St. Louis Ry. stations, shown herein.

Issued June 5th, 1905. Effective June 5th, 1905.
Ford Woods, G. F. A., P. & E. Ry., Indianapolis, Ind.
Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.
Issued by C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.
G. H. Ingalls, General Freight Agent, C. C. C. & St. L. Ry. System, Cincinnati, Ohio.
H. 26232.

		From Pana, Ill.				
To	A	B	C	D	E	
Paris. ------Ills.	67.0	----	----	----	----	----
*Midland ----Ills.	66.0	----	----	----	----	----
Conlogue. ---Ills.	65.0	----	----	----	----	----
Dudley. -----Ills.	64.0	----	----	----	----	----
Kansas. -----Ills.	63.0	----	----	----	----	----
Ashmore. ----Ills.	62.0	----	----	----	----	----
*Embarras Siding. ----Ills.	61.0	----	----	----	----	----

Charleston --Ills.	----	60.0	50.0	50.0	----	----
Loxa --------Ills.	----	55.0	49.9	48.0	----	----
Mattoon -----Ills.	----	50.0	49.8	46.0	----	----
Gays. -------Ills.	----	49.9	49.7	44.0	----	----
Windsor. ----Ills.	----	49.8	49.6	42.0	----	----
Middlesworth Ills.	----	49.7	49.5	40.0	----	----
Shelbyville.. -Ills.	----	49.6	49.4	35.1	----	----
Tower Hill. --Ills.	30.0	----	----	----	----	----
Pana --------Ills.	----	----	----	----	----	----
Rosamond ---Ills.	----	30.0	----	24.3	29.8	----
Ohlman ------Ills.	----	35.0	----	24.4	29.9	----
Nokomis. ----Ills.	----	39.9	----	24.5	30.0	----
Witt.. -------Ills.	40.0	40.0	----	24.6	----	----
Irving. ------Ills.	----	41.0	----	24.7	----	----
Hillsboro ----Ills.	----	42.0	----	24.8	----	----
Butler. ------Ills.	----	43.0	----	24.9	----	----
Litchfield ----Ills.	----	44.0	----	25.0	----	----
Hornsby. ----Ills.	49.0	----	----	----	----	----
Gillespie. ----Ills.	51.0	----	----	----	----	----
Dorchester. --Ills.	54.0	----	----	----	----	----
Bunker Hill--Ills.	55.0	----	----	----	----	----
Dorseys -----Ills.	56.0	----	----	----	----	----
Moro. -------Ills.	57.0	----	----	----	----	----
Bethalto ----Ills.	58.0	----	----	----	----	----
East Alton. --Ills.	59.0	----	----	----	----	----
Alton. -------Ills.	60.0	----	----	----	----	----
East St. Louis Ills.	60.0	----	----	----	----	----
Urbana. -----Ills.	69.3	----	----	----	----	----
Champaign --Ills.	70.3	----	----	----	----	----
Mansfield.. ---Ills.	71.3	----	----	----	----	----
Farmer City, Ills..	72.3	----	----	----	----	----
LeRoy. ------Ills.	80.0	----	----	----	----	----
Bloomington. Ills.	81.0	----	----	----	----	----

To	From Kortkamp Switch, Ills. A	B	C	D	G
Paris. -------Ills.	67.2	----	----	----	----	----
*Midland ----Ills.	66.2	----	----	----	----	----
Conlogue. ----Ills.	65.2	----	----	----	----	----
Dudley ------Ills.	64.2	----	----	----	----	----

Kansas ------Ills. 63.2	----	----	----	----	----
Ashmore ----Ills. 62.2	----	----	----	----	----
*Embarras Siding. ----Ills. 61.2	----	----	----	----	----
Charleston. ---Ills. ----	60.2	50.2	50.2	----	----
Loxa.. -------Ills. ----	55.2	50.1	50.1	----	----
Mattoon -----Ills. ----	50.2	50.0	50.0	----	----
Gays. -------Ills. ----	50.1	49.9	49.9	----	----
Windsor. ----Ills. ----	50.0	49.8	49.8	----	----
Middlesworth Ills. ----	49.9	49.7	49.7	----	----
Shelbyville. --Ills. ----	49.8	49.6	49.6	----	----
Tower Hill. --Ills. ----	49.7	49.5	49.5	----	----
Pana --------Ills. ----	49.6	49.4	49.4	----	----
Rosamond ---Ills. ----	49.5	49.3	49.3	----	----
Ohlman ------Ills. 44.0	----	----	----	----	----
Nokomis. ----Ills. 39.0	----	----	----	----	----
Witt. --------Ills. 38.0	----	----	----	----	----
Irving -------Ills. 24.8	----	----	----	----	----
Hillsboro ----Ills. ----	24.9	----x$6.00		----	----
Butler. ------Ills. ----	28.0	----x 6.48		----	----
Litchfield ----Ills. ----	29.0	----x 6.49		----	----
Hornsby. ----Ills. ----	29.15	----	----	24.15	----
Gillespie. ----Ills. ----	29.25	----	----	24.25	----
Dorchester. --Ills. ----	29.35	----	----	24.35	----
Bunker Hill --Ills. ----	29.45	----	----	24.45	----
Dorseys -----Ills. ----	29.55	----	----	24.55	----
Moro --------Ills. ----	29.65	----	----	24.65	----
Bethalto. ----Ills. ----	29.75	----	----	24.75	----
East Alton. --Ills. ----	29.85	----	----	24.85	----
Alton. -------Ills. ----	30.00	----	----	25.00	25.00
East St. Louis Ills. 25.00	----	----	----	----	----
Urbana -----Ills. 69.45	----	----	----	----	----
Champaign. --Ills. 70.45	----	----	----	----	----
Mansfield ----Ills. 71.45	----	----	----	----	----
Farmer City -Ills. 72.45	----	----	----	----	----
LeRoy. ------Ills. 80.15	----	----	----	----	----
Bloomington. Ills. 81.15	----	----	----	----	----

To		From Hornsby, Ills, A	B	C	D	G	
Paris	Ills.	69.0	....	....	....	....	....
*Midland	Ills.	68.0	....	....	....	....	....
Conlogue	Ills.	66.0	....	....	....	....	....
Dudley	Ills.	64.0	....	....	....	....	....
Kansas	Ills.	63.0	....	....	....	....	....
Ashmore	Ills.	62.0	....	....	....	....	....
*Embarras Siding	Ills.	61.0	....	....	....	....	....
Charleston	Ills.	....	60.3	50.3	50.3	....	....
Loxa	Ills.	....	55.0	50.2	50.2	....	....
Mattoon	Ills.	....	50.3	50.1	50.1	....	....
Gays	Ills.	....	50.2	50.0	50.0	....	....
Windsor	Ills.	....	50.1	49.9	49.9	....	....
Middlesworth	Ills.	....	50.0	49.8	49.8	....	....
Shelbyville	Ills.	....	49.9	49.7	49.7	....	....
Tower Hill	Ills.	....	49.8	49.6	49.6	....	....
Pana	Ills.	....	49.7	49.5	49.5	....	....
Rosamond	Ills.	....	49.6	49.4	49.4	....	....
Ohlman	Ills.	....	49.5	49.3	49.3	....	....
Nokomis	Ills.	....	49.4	49.2	49.2	....	....
Witt	Ills.	45.0	....	....	....	....	....
Irving	Ills.	40.0	....	....	....	....	....
Hillsboro	Ills.	35.1	....	....	....	....	....
Butler	Ills.	35.0	....	....	....	....	....
Litchfield	Ills.	....	25.0	....	$5.00	....	....
Hornsby	Ills.	....	....	....	....	....	....
Gillespie	Ills.	....	....	....	....	....	....
Dorchester	Ills.	....	24.4	....	....	24.2	....
Bunker Hill	Ills.	....	24.5	....	....	24.3	....
Dorseys	Ills.	....	24.6	....	....	24.4	....
Moro	Ills.	....	24.7	....	....	24.5	....
Bethalto	Ills.	....	24.8	....	....	24.6	....
East Alton	Ills.	....	24.9	....	....	24.7	....
Alton	Ills.	....	30.0	....	....	25.0	....
East St. Louis	Ills.	25.0	....	....	....	....	....
Urbana	Ills.	69.7	....	....	....	....	....
Champaign	Ills.	70.7	....	....	....	....	....

Mansfield ...Ills.	71.7	....	....	....	....	....
Farmer City .Ills.	72.7	....	....	....	....	....
Le Roy .....Ills.	80.4	....	....	....	....	....
Bloomington .Ills.	81.4	....	....	....	....	....

		From Witt, Ills.				
To	A	B	C	D	G	
Paris .....Ills.	67.1	....	....	....	....	....
*Midland ....Ills.	66.1	....	....	....	....	....
Conlogue ....Ills.	65.1	....	....	....	....	....
Dudley .....Ills.	64.1	....	....	....	....	....
Kansas .....Ills.	63.1	....	....	....	....	....
Ashmore ....Ills.	62.1	....	....	....	....	....
*Embarras Siding .....Ills.	61.1	....	....	....	....	....
Charleston ...Ills.	....	60.1	50.1	50.1	....	....
Loxa .....Ills.	....	55.1	50.0	50.0	....	....
Mattoon .....Ills.	....	50.1	49.9	49.9	....	....
Gays .....Ills.	....	50.0	49.8	49.8	....	....
Windsor .....Ills.	....	49.9	49.7	49.7	....	....
Middlesworth .Ills	....	49.8	49.6	49.6	....	....
Shelbyville ..Ills.	....	49.7	....	35.1	....	....
Tower Hill ..Ills.	....	45.0	....	35.0	....	....
Pana .....Ills.	....	44.9	....	34.9	....	....
Rosamond ..Ills.	....	40.0	....	34.8	....	....
Ohlman .....Ills.	....	35.0	....	34.7	....	....
Nokomis ...Ills.	....	....	....	....	....	....
Witt .....Ills.	....	....	....	....	....	....
Irving .....Ills.	....	24.8	....	x$6.47	....	....
Hillsboro ...Ills.	....	24.9	....	x$6.48	....	....
Butler .....Ills.	....	24.	....	x$6.49	....	....
Litchfield ...Ills.	....	29.1	....	x$6.50	....	....
Hornsby ....Ills.	....	29.2	....	....	24.2	....
Gillespie ....Ills.	....	29.3	....	....	24.3	....
Dorchester ..Ills.	....	29.4	....	....	24.4	....
Bunker Hill..Ills.	....	29.5	....	....	24.5	....
Dorseys .....Ills.	....	29.6	....	....	24.6	....
Moro .....Ills.	....	29.7	....	....	24.7	....
Bethalto ....Ills.	....	29.8	....	....	24.8	....
East Alton ..Ills.	....	29.9	....	....	24.9	....

Alton .....Ills.	30.0	....	....	25.9	25.0
East St. Louis Ills. 25.0	....	....	....	....	....
Urbana .....Ills. 69.4	....	....	....	....	....
Champaign ..Ills. 70.4	....	....	....	....	....
Mansfield ....Ills. 71.4	....	....	....	....	....
Farmer City .Ills. 72.4	....	....	....	....	....
Le Roy .....Ills. 80.1	....	....	....	....	....
Bloomington .Ills. 81.1	....	....	....	....	....

	From Gillespie, Ills.				
To A	B	C	D	G	
Paris .....Ills. 69.1	....	....	....	....	....
*Midland ....Ills. 68.1	....	....	....	....	....
Conlogue ....Ills. 66.1	....	....	....	....	....
Dudley .....Ills. 64.1	....	....	....	....	....
Kansas .....Ills. 63.1	....	....	....	....	....
Ashmore ....Ills. 62.1	....	....	....	....	....
*Embarras Siding .....Ills. 61.1	....	....	....	....	....
Charleston ...Ills.	60.4	50.4	50.4	....	....
Loxa .....Ills.	55.1	50.3	50.3	....	....
Mattoon .....Ills.	50.4	50.2	50.2	....	....
Gays .....Ills.	50.3	50.1	50.1	....	....
Windsor ....Ills.	50.2	50.0	50.0	....	....
Middlesworth Ills.	50.1	49.9	49.9	....	....
Shelbyville ..Ills.	50.0	49.8	49.8	....	....
Tower Hill ..Ills.	49.9	49.7	49.7	....	....
Pana .....Ills.	49.8	49.6	49.6	....	....
Rosamond ...Ills.	49.7	49.5	49.5	....	....
Ohlman .....Ills.	49.6	49.4	49.4	....	....
Nokomis ....Ills.	49.5	49.3	49.3	....	....
Witt .....Ills. 45.1	....	....	....	....	....
Irving .....Ills. 40.1	....	....	....	....	....
Hillsboro ....Ills. 35.2	....	....	....	....	....
Butler .....Ills. 35.1	....	....	....	....	....
Litchfield ...Ills. 25.1	....	....	x$5.01	....	....
Hornsby .....Ills.	....	....	....	....	....
Gillespie ....Ills.	....	....	....	....	....
Dorchester ..Ills.	24.3	....	....	24.1	....
Bunker Hill .Ills.	24.4	....	....	24.2	....

Dorseys ....Ills.	24.5	....	....	24.3	....	
Moro .. ....Ills.	24.6	....	....	24.4	....	
Bethalto ....Ills.	24.7	....	....	24.5	....	
East Alton ..Ills.	24.8	....	....	24.6	....	
Alton .....Ills.	30.6	....	....	25.0	25.0	
East St. Louis Ills. 25.0	....	....	....	....	....	
Urbana .....Ills. 69.8	....	....	....	....	....	
Champaign ..Ills. 70.8	....	....	....	....	....	
Mansfield ...Ills. 71.8	....	....	....	....	....	
Farmer City .Ills. 72.8	....	....	....	....	....	
Le Roy .....Ills. 80.5	....	....	....	....	....	
Bloomington Ills. 81.5	....	....	....	....	....	

To	A	From Hillsboro, Ills. B	C	D	G	
Paris. _____Ills.	67.2	----	----	----	----	----
*Midland ____Ills.	66.2	----	----	----	----	----
Conlogue. ___Ills.	65.2	----	----	----	----	----
Dudley _____Ills.	64.2	----	----	----	----	----
Kansas _____Ills.	63.2	----	----	----	----	----
Ashmore ____Ills.	62.2	----	----	----	----	----
*Embarras Siding. ____Ills.	61.2	----	----	----	----	----
Charleston. __Ills.	----	60.2	50.2	50.2	----	----
Loxa.. _____Ills.	----	55.2	50.1	50.1	----	----
Mattoon _____Ills.	----	50.2	50.0	50.0	----	----
Gays. _____Ills.	----	50.1	49.9	49.9	----	----
Windsor. ____Ills.	----	50.0	49.8	49.8	----	----
Middlesworth Ills.	----	49.9	49.7	49.7	----	----
Shelbyville. __Ills.	----	49.8	49.6	49.6	----	----
Tower Hill. __Ills.	----	49.7	49.5	49.5	----	----
Pana. _____Ills.	----	49.6	49.4	49.4	----	----
Rosamond ___Ills.	----	49.5	49.3	49.3	----	----
Ohlman. _____Ills.	45.0	----	----	----	----	----
Nokomis. ____Ills.	40.0	----	----	----	----	----
Witt. _____Ills.	39.9	----	----	----	----	----
Irving _____Ills.	35.0	----	----	----	----	----
Hillsboro ____Ills.	----	----	----	----	----	----
Butler _____Ills.	----	24.9	----x$4.99		----	----
Litchfield ____Ills.	----	25.0	----x 5.00		----	----
Hornsby. ____Ills.	----	29.1	----	----	24.1	----

Gillespie. ----Ills. ----	29.2	----	----	24.2	----	
Dorchester. --Ills. ----	29.3	----	----	24.3	----	
Bunker Hill --Ills. ----	29.4	----	----	24.4	----	
Dorseys. ----Ills. ----	29.5	----	----	24.5	----	
Moro. -------Ills. ----	29.6	----	----	24.6	----	
Bethalto. ----Ills. ----	29.7	----	----	24.7	----	
East Alton. --Ills. ----	29.8	----	----	24.8	----	
Alton. -------Ills. ----	30.0	----	----	25.0	25.0	
East St. Louis Ills. 25.0	----	----	----	----	----	
Urbana ------Ills. 69.5	----	----	----	----	----	
Champaign --Ills. 70.5	----	----	----	----	----	
Mansfield. ---Ills. 71.5	----	----	----	----	----	
Farmer City -Ills. 72.5	----	----	----	----	----	
LeRoy. ------Ills. 80.2	----	----	----	----	----	
Bloomington -Ills. 81.2	----	----	----	----	----	

To	A	From Livingston, Ills. B	C	D	G	
Paris --------Ills.	69.1	----	----	----	----	----
*Midland ----Ills.	68.1	----	----	----	----	----
Conlogue ----Ills.	66.1	----	----	----	----	----
Dudley ------Ills.	64.1	----	----	----	----	----
Kansas ------Ills.	63.1	----	----	----	----	----
Ashmore ----Ills.	62.1	----	----	----	----	----
*Embarras. --Ills.	61.1	----	----	----	----	----
Charleston. --Ills.	----	60.4	50.4	50.4	----	----
Loxa --------Ills.	----	55.1	50.3	50.3	----	----
Mattoon -----Ills.	----	50.4	50.2	50.2	----	----
Gays --------Ills.	----	50.3	50.1	50.1	----	----
Windsor. ----Ills.	----	50.2	50.0	----	----	----
Middlesworth Ills.	----	50.1	49.9	49.9	----	----
Shelbyville --Ills.	----	50.0	49.8	49.8	----	----
Butler. ------Ills.	----	----	----	----	----	----
Tower Hill --Ills.	----	49.9	49.7	49.7	----	----
Pana --------Ills.	----	49.8	49.6	49.6	----	----
Rosamond ---Ills.	----	49.7	49.5	49.5	----	----
Ohlman -----Ills.	----	49.6	49.4	49.4	----	----
Nokomis. ----Ills.	----	49.5	49.3	49.3	----	----
Witt. --------Ills.	45.1	----	----	----	----	----
Irving. ------Ills.	40.1	----	----	----	----	----
Hillsboro ----Ills.	35.2	----	----	----	----	----

Litchfield ----Ills. 35.0	----	----	----	----	----
Mitchell -----Ills. ----	----	----	----	24.8	----
East Alton --Ills. ----	29.9	----	----	24.9	----
Alton -------Ills. ----	30.0	----	----	25.0	25.0
East St. Louis Ills. 25.0	----	----	----	----	----
Urbana. -----Ills. 69.8	----	----	----	----	----
Champaign --Ills. 70.8	----	----	----	----	----
Mansfield. ---Ills. 71.8	----	----	----	----	----
Farmer City -Ills. 72.8	----	----	----	----	----
Le Roy ------Ills. 80.5	----	----	----	----	----
Bloomington -Ills. 81.5	----	----	----	----	----

To		From Tower Hill, Ills. B	C	D	E
Paris	Ills.	----	----	----	----
*Midland	Ills.	----	----	----	----
Conlogue.	Ills.	----	----	----	----
Dudley	Ills.	----	----	----	----
Kansas	Ills.	----	----	----	----
Ashmore	Ills.	----	----	----	----
*Embarras Siding.	Ills.	----	----	----	----
Charleston.	Ills.	59.9	49.9	49.9	----
Loxa	Ills.	54.9	49.8	47.9	----
Mattoon	Ills.	49.9	49.7	45.9	----
Gays..	Ills.	49.8	49.6	43.9	----
Windsor	Ills.	49.7	49.6	41.9	----
Middlesworth	Ills.	----	----	----	----
Shelbyville	Ills.	45.0	----	35.0	----
Butler	Ills.	45.0	----	46.0	----
Tower Hill	Ills.	----	----	----	----
Pana	Ills.	----	----	----	----
Rosamond	Ills.	39.8	----	----	29.9
Ohlman	Ills.	39.9	----	----	30.0
Nokomis	Ills.	40.0	----	----	31.0
Witt	Ills.	40.5	----	----	40.5
Irving	Ills.	42.0	----	----	42.0
Hillsboro	Ills.	44.0	----	----	44.0
Litchfield	Ills.	48.0	----	----	48.0
Mitchell.	Ills.	----	----	----	----
East Alton.	Ills.	----	----	----	----
Alton	Ills.	----	----	----	----

East St. Louis	Ills.	----	----	----	--
Urbana	Ills.	----	----	----	----
Champaign	Ills.	----	----	----	----
Mansfield.	Ills.	----	----	----	----
Farmer City	Ills.	----	----	----	----
LeRoy.	Ills.	----	----	----	----
Bloomington	Ills.	----	----	----	----

(A circle is drawn round the 45.0 rate for Shelbyville and the following note relative to same is written on margin: "L-B-40 9 mi."

NOTES.

Rules governing minimum weights on coal from Hillsboro, Hornsby, Gillespie, Pana, Livingston, Kortkamp Switch, Witt and Tower Hill, Ills.

Rule No. 1.—Lump and mine run coal in coal cars will be waybilled and charged for at the actual weights furnished by the mines, less 500 pounds per car. No minimum weight less than 15 tons will be observed.

Rule No. 2.—Nut, pea, slack or screening in coal cars will be waybilled at 90 per cent of marked capacity of car and billing agent will note on the waybill "this car not weighed, weigh at ——— collect freight on basis actual weight, less 500 pounds (minimum 15 tons.)"

Rule No. 3.—All coal loaded in box or stock cars will be waybilled and charged for at actual weight, subject to a minimum weight of 30,000 pounds.

Note A.—500 pounds deduction allowed above is intended to cover loss or shrinkage of coal while in transit and will be considered as final settlement for such loss or shrinkage, except in case of accident to cars.

Note B.—Agents at billing stations are expected to satisfy themselves that weights furnished by the mines are absolutely correct.

A.—Applies on bituminous coal, all kinds.

B.—Applies on other kinds of coal, except as provided in columns C. D. E. and G.

C.—Applies to steam nut.

D.—Applies to slack.

E.—Applies on slack, pea, nut and run of mine.

G.—Slack and screenings, C. L., minimum weight 30 tons.

o.—Run of mine for steam purposes only, minimum weight 30 tons. No switching to be absorbed.

x.—Per car.

*—No agent, freight must be prepaid. Rates in cents per ton except as noted.

(On the back of this schedule is printed a map of the Cleveland, Cincinnati, Chicago & St. Louis Railway, "Big Four Route," and connections.)

Supplement No. 1 to I. C. C. No. 2492.

The Cleveland, Cincinnati, Chicago and St. Louis Railway Company. Peoria and Eastern Ry. Cincinnati Northern R. R.

Freight Traffic Department.

Tariff Bureau.

Supplement No. 1 to coal tariff No. C. A. 773. Issued June 22d, 1905. Effective June 27th, 1905. Applying on bituminous coal, C. L. from Pana, Hornsby, Gillespie, Hillsboro, Kortkamp Switch, Will, Livingston and Tower Hill, Ill.:

Alexandria, Ind	$1.15
Anderson, Ind.	1.10
Fairmont, Ind.	1.25
Jonesboro, Ind.	1.25
Marion, Ind.	1.25
Muncie, Ind.	1.25
New Castle, Ind.	1.25
Parker City, Ind.	1.35
Shirley, Ind.	1.20
Summitville, Ind.	1.25
Winchester, Ind	1.35

Rates per net ton.

Issued by:

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

B-26232.

On this sheet is stamped and written:

"C. C. C. & St. L. Ry. Co., received June 26 ____, A. G. F. A's. office, St. Louis, Mo.

"Also by Sup. 11 10-17-'06; also canceled by supll. date 11-6-'06."

Supplement 2 missing from files, canceled by supplement 3.

On this sheet is stamped and written:

"Canceled by Sup. 3. Date 8-29-'05."

Supplement No. 3 to I. C. C. No. 2492 (Cancels Supplement No. 2.) The Cleveland, Cincinnati, Chicago and St. Louis Railway Company. Peoria and Eastern Ry. Cincinnati Northern R. R.

Freight Traffic Department.

Traffic Bureau.

Supplement No. 3 to coal Tariff No. C. A. 773. (Cancels Supplement No. 2.)

Issued August 24th, 1905. Effective August 29th, 1905.

Applying on Bituminous Coal, C. L.

From Hillsboro, Ill., To—	Rate. D	Rate. A
Shelbyville, Ill.	40.	....
Tower Hill, Ill.	39.9	....
Pana, Ill.	39.8	....
Rosamond, Ill.	39.7	....
Ohlman, Ill.	39.6	....
Nokomis, Ill.	39.5	....
Witt, Ill.	39.4	....
From Livingston, Ill., To—		
Hillsboro, Ill.	...	25.1
Litchfield, Ill.	x5.50	25.2

Issued by:

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

B-26232.

On this sheet is stamped and written:

"C. C. C. & St. L. Ry. Co., received Sept. 5, 1905. A. G. F. A.'s office, St. Louis, Mo."

Also, "Canceled by Sept. 5. Date 11-22-'05."

Supplement No. 4 to I. C. C. No. 2492. (Cancels Supplement No. 3.) The Cleveland, Cincinnati, Chicago & St. Louis Railway Company. Peoria and Eastern Ry. Cincinnati Northern R. R.

Freight Traffic Department.

Traffic Bureau.

Supplement No. 4 to Coal Tariff No. C. A. 773. (Cancels Supplement No. 3.)

Issued November 17th, 1905. Effective November 22nd, 1905.

Applying on Bituminous Coal, C. L.

Rates in cents per net ton except as noted.

From Hillsboro, Ill., To—	Rate. A	B	D
Shelbyville, Ill.	....	....	.40c
Tower Hill, Ill.	....	....	.399
Pana, Ill.	....	....	.398
Rosamond, Ill.	....	....	.397
Ohlman, Ill.	....	....	.396
Nokomis, Ill.	....	....	.395
Witt, Ill.	....	....	.394
From Kortkamp Switch, Ill., To—			
Hillsboro, Ill.	....	.248c	....
Butler, Ill.	....	.249	....
Litchfield, Ill.	....	.25	....
From Livingston, Ill., To—			
Hillsboro, Ill.	.251c	....	....
Litchfield, Ill.	.252	....	x$6.50

Rates in cents per net ton except as noted.
x.—Per car.

Issued by:

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry. System, St. Louis, Mo.

B-26262.

On this sheet is stamped and written:

" C. C. C. & St. L. Ry. Co., received Jan 20, 1906, A. G. F. A.'s office, St. Louis, Mo."

Also "By Sup. 11, 10-17-'06. Canceled by Sup. 11. Date 11-6-'06."

Supplement No. 5 to I. C. C. No. 2493.

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY. PEORIA EASTERN RY. CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

Supplement No. 5 to Coal Tariff No. C. A. 773, Issued December 5th, 1905, Effective December 11th, 1905, Applying on Bituminous Coal, C. L.

	From Tower Hill.			
To	B	C	D	H
Paris .....Ills.	66.9	54.6	54.6	60.5
*Midland ....Ills.	65.9	54.6	54.6	60.4
Conlogue .. ..Ills.	64.9	53.6	53.6	60.3
Dudley ... .Ills.	63.9	52.6	52.6	60.2
Kansas .. ..Ills.	62.9	51.6	51.6	60.1
Ashmore ... .Ills.	61.9	50.6	50.6	60.0
*Embarras Sdg. ...Ills.	60.9	50.1	50.1	60.0

	From Pana, Ills.			
To	B	C	D	H
Paris .. ..Ills.	67	54.7	54.7	60.6
*Midland ... .Ills.	66	54.7	54.7	60.5
Conlogue ... .Ills.	65	53.7	53.7	60.4
Dudley .. ..Ills.	64	52.7	52.7	60.3
Kansas .. ..Ills.	63	51.7	51.7	60.2
Ashmore .. ..Ills.	62	50.7	50.7	60.1
*Embarras Sdg. ...Ills.	61	50.2	50.2	60.1

To	From Witt, Ills. B	C	D	H
Paris .. ..Ills.	67.1	54.8	54.8	60.
*Midland .. ..Ills.	66.1	54.8	54.8	60.
Conlogue ... .Ills.	65.1	53.8	53.8	60.
Dudley .. ..Ills.	64.1	52.8	52.8	60.
Kansas .. ..Ills.	63.1	51.8	51.8	60.
Ashmore .. ..Ills.	62.1	50.8	50.8	60.
*Embarras Sdg. ...Ills.	61.1	50.3	50.3	60.

To	Kortkamp Switch, Ills. B	C	D	H
Paris .. ..Ills.	67.2	54.9	54.9	60.
*Midland .. ..Ills.	66.2	54.9	54.9	60.
Conlogue .. ..Ills.	65.2	53.9	53.9	60.
Dudley .. ..Ills.	64.2	52.9	52.9	60.
Kansas .. ..Ills.	63.2	51.9	51.9	60.
Ashmore .. ..Ills.	62.2	50.9	50.9	60.
*Embarras Sdg. ..Ills.	61.2	50.4	50.4	60.

To	From Hillsboro, Ills. B	C	D	H
Paris .. ..Ills.	67.3	55	55	60.
*Midland .. ..Ills.	66.3	55	55	60.
Conlogue .. ..Ills.	65.3	54	54	60.
Dudley .. ..Ills.	64.3	53	53	60.
Kansas .. ..Ills.	63.3	52	52	60.
Ashmore .. ..Ills.	62.3	51	51	60.
*Embarras Sdg. ..Ills.	61.3	50.5	51.5	60.

B—Applies on all kinds of coal, except as provided in columns C. D. H.

C—Applies on steam nut.

D—Applies on Slack.

H—Run of Mine for steam purposes only.

Minimum weight as per original tariff.

Cancel rates shown in Column "A" in original tarif to above points.

*No Agent, freight must be prepaid. Rates in

Issued by:

cents per ton.
C. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, O.
Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.
B-26232.
C. J. Brister, A. G. F. A., C. C. C. St. L. & St. L. Ry. Sys., Cincinnati, Ohio.
Supplement No. 6 to I. C. C. No. 2492.

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY. PEORIA AND EASTERN RY. CINCINNATI NORTHERN R. R.

Freight Traffic Department.
Tariff Bureau.
Supplement No. 6 to Coal Tariff No. C. A. 773, Issued December 11th, 1905, Effective December 16th, 1905. Applying on Bituminous Coal, C. L. From Pana, Hornsby, Gillespie, Hillsboro, Kortkamp Switch, Witt, Livingston and Tower Hill, Ills., to:
Terre Haute, Ind. 70c
Greencastle, Ind 90c
Indianapolis, Ind 90c
Rates Per Net Ton of 2,000 lbs.
Minimum weight as per original tariff.

Issued by:

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.
Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry. Sys., St. Louis, Mo.
C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.
B-26232.
On this Sheet is Stamped and Written "By Sup. 11, October 17, 1906." Also "Canceled Sup. 11, Date November 6, 1906."
Supplement No. 7 to I. C. C. No. 2492.

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY. PEORIA AND EASTERN RY. CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

Terminal R. R. Ass'n. of St. Louis, Wiggins Ferry Co. St. Louis Merchants Bridge & Terminal R. R. Co.

Supplement No. 7 to Coal Tariff No. C. A. 773. (Cancels Conflicting Part of Tariff) Issued June 2nd, 1906, Effective June 15th, 1906. Applying on Bituminous Coal, C. L.

	Rate.
From Gillespie, Ill., to East St. Louis, Ill	40c
From Hillsboro, Ill., to East St. Louis, Ill	40c
From Kortkamp Switch, Ill., to St. Louis, Mo	60c
From Livingston, Ill, to St. Louis, Mo	60c
From Witt, Ill., to to East St. Louis, Ill	55c
From Pana, Ill., to East St. Louis, Ill	55c
From Tower Hill, to St. Louis, Mo	75c

Rates in Cents Per Net Ton.

Minimum Weight as per Original Tariff.

Shipments for St. Louis, Mo., should be Waybilled to East St. Louis at Proportion of Through Rate, also show on Billing in Rate Column Proportion Beyond East St. Louis.

Eliminate all Rates from Hornsby, Ills., as the Mine at that point has been abandoned.

Issued by:

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry., Cincinnati, Ohio.

B-26232.

On this sheet is stamped and written: "By Sup. 8, June 15, 1906." Also "Cancelled by Sup. 8, Date June 15, 1906."

Supplement No. 8 to I. C. C. No. 2492. (Cancels Supplement No. 7.)

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY. PEORIA AND EASTERN RY. CINCINNATI, NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau. In connection with Terminal R. R. Ass'n of St. Louis. Wiggins Ferry Co. St. Louis Merchants Bridge & Terminal R. R. Co.

Supplement No. 8 to Coal Tariff No. C. A. 773. (Cancels Sup. No. 7 and rates as per note below.)

Issued June 13, 1906. Effective June 15th, 1906.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From / To—	A	B	C	D	E	F	G
	A	A	A	A	A	A	A
St. Louis. Mo,	60	60	60	60	60	75	75
E. St. Louis, Ill.	40	40	40	40	40	55	55
Alton, Ill..	40	40	40	40	40	55	55
East Alton, Ill.	39	39	39.1	39.2	39.3	54	54.1
Bethalto, Ill.	38	--	38.1	38.2	38.3	53	53.1
Moro, Ill	37	--	37.1	37.2	37.3	52	52.1
Dorsey, Ill..	36	--	36.1	36.2	36.3	51	51.1
Bunker Hill, Ill.	35	--	35.1	35.2	35.3	50	50.1
Dorchester, Ill	34	--	34.1	34.2	34.3	49	49.1
Gillespie, Ill.		--	33.1	33.2	33.3	48	48.1
Hornsby, Ill..		--	32.1	32.2	32.3	47	47.1
Litchfield, Ill.	31	31.4	31.1	31.2	31.3	35	35.1
Butler, Ill.		--	30.1	30.2	30.3	34	34.1
Hillsboro, Ill.		25	--	24.8	24.9	30	30.1
Irving, Ill.		--	--	--	24.8	29.9	30
Witt, Ill.		--	--	--	--	29.8	29.9
Nokomis, Ill.		--	--	--	--	29.7	29.8
Ohlman, Ill.		--	--	--	--	29.6	29.7
Rosamond, Ill.		--	--	--	--	29.5	29.6
Pana, Ill.		--	--	--	--	--	29.5

Minimum weight as per original tariff. Rates in cents per net ton.

This supplement cancels all rates named in original tariff and supplements, from Gillespie, Livingston, Hillsboro, Kortkamp Switch, Pana, Witt and Tower Hill to stations westward; also cancels previous rates from Livingston to Hillsboro and Litchfield, Gillespie to Litchfield, Ill.

Shipments for St. Louis, Mo., should be waybilled to East St. Louis at proportion of through rate; also show on billing in rate column proportion beyond East St. Louis.

Eliminate all rates from Hornsby, Ill., as the mine at that point has been abandoned.

Issued by C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

B-26232.

On this Supplement is stamped and written: "By 9." "Canceled by Sup 9. Date 6-25-'06."

Supplement No. 9 to I. C. C. No. 2492 (Cancels Supplement No. 8.)

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY.
PEORIA AND EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In connection with Terminal R. R. Ass'n of St. Louis, Wiggins Ferry Co., St. Louis Merchants Bridge & Terminal R. R. Co.

Supplement No. 9 to Coal Tariff No. C. A. 773. (Cancels Supplement No. 8 and Rates as per note below.)

Issued June 20, 1906. Effective June 25, 1906.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From / To—	A	B	C	D	E	F	G
	A	A	A	A	A	A	A
St. Louis, Mo.	60	60	60	60	60	75	75
E. St. Louis, Ill.	40	40	40	40	40	55	55
Alton, Ill.	40	40	40	40	40	55	55
E. Alton, Ill.	39	39	39.1	39.2	39.3	54	54.1
Bethalto, Ill.	38	--	38.1	38.2	38.3	53	53.1
Moro, Ill.	37	--	37.1	37.2	37.3	52	52.1
Dorsey, Ill.	36	--	36.1	36.2	36.3	51	51.1
Bunker Hill, Ill.	35	--	35.1	35.2	35.2	50	50.1
Dorchester, Ill.	34	--	34.1	34.2	34.3	49	49.1
Gillespie, Ill.	--	--	33.1	33.2	33.3	48	48.1
Hornsby, Ill.	--	--	32.1	32.2	32.3	47	47.1
Litchfield, Ill.	31.1	31.4	31.1	31.2	31.3	35	35.1
Butler, Ill.	--	--	30.1	30.2	30.3	34	34.1
Hillsboro, Ill.	--	25	--	24.8	24.9	30	30.1
Irving, Ill.	--	--	--	--	24.8	29.9	30
Will, Ill.							
Nokomis, Ill.	--	--	--	--	--	29.7	29.8
Ohlman, Ill.	--	--	--	--	--	29.6	29.7
Rosamond, Ill.	--	--	--	--	--	29.5	29.6
Pana, Ill.	--	--	--	--	--	--	29.5

Minimum weight as per original Tariff. Rates in cents per net ton.

This supplement cancels all rates named in original Tariff and Supplements from Gillespie, Livingston, Hillsboro, Kortkamp Switch, Pana, Witt and Tower Hill to stations westward, also cancels previous rates from Livingston to Hillsboro and Litchfield and Gillespie to Litchfield, Ill.

Shipments for St. Louis, Mo., should be waybilled to East St. Louis at proportion of through rate; also show on billing in Rate Column proportion beyond East St. Louis.

Eliminate all rates from Hornsby, Ill., as the mine at that point has been abandoned.

Issued by

G. H. Ingalls, C. F. A. C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.
Walter Nichols, A. G. F. A. C. C. C. & St. L. Ry., St. Louis, Mo.
C. J. Brister, A. G. F. A. C. C. C. & St. L. Ry. System, Cincinnati, Ohio.
B-26232.

(On this Supplement is stamped and written: "By Sup. 10, 9-20-06." "Canceled by Sup. 10. Date 9-3-06." Supplement No. 10 to I. C. C. No. 2492. (Cancels Supplement No. 9.)

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.
PEORIA & EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In connection with Terminal R. R. Ass'n of St. Louis, Wiggins Ferry Company, St. Louis Merchants Bridge and Terminal R. R. Co.
Supplement No. 10 to Coal Tariff No. C. A. 773. (Cancels Supplement No. 9 and Rates as per note below.)
Issued Aug. 29, 1906. Effective Sept. 3rd, 1906.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From	A	B	C	D	E	F	G
To—	A	A	A	A	A	A	A
St. Louis, Mo....	60	60	60	60	60	75	75
E. St. Louis, Ill.	40	40	40	40	40	55	55
Alton, Ill.	40	40	40	40	40	55	55
E. Alton, Ill....	39	30	39.1	39.2	39.3	54	54.1
Bethalto, Ill. ..	38	..	38.1	38.2	38.3	53	53.1
Moro, Ill.	37	..	37.1	37.2	37.3	52	52.1
Dorsey, Ill.	36	..	36.1	36.2	36.3	51	51.1
Bunker, Hill,Ill.	35	..	35.1	35.2	35.3	50	50.1

Dorchester, Ill.	34	--	34.1	34.2	34.3	49	49.1
Gillespie, Ill.	--	--	33.1	33.2	33.3	48	48.1
Hornsby, Ill.	--	--	32.1	32.2	32.3	47	47.1
Litchfield, Ill.	25	25.3	25	25.1	25.2	35	35.1
Butler, Ill.	--	--	30.1	30.2	30.3	34	34.1
Hillsboro, Ill.	--	25	--	24.8	24.9	30	30.1
Irving, Ill.	--	--	--	--	24.8	29.9	30.0
Witt, Ill.	--	--	--	--	--	29.8	29.9
Nokomis, Ill.	--	--	--	--	--	29.7	29.8
Ohlman, Ill.	--	--	--	--	--	29.6	29.7
Rosamond, Ill.	--	--	--	--	--	29.5	29.6
Pana, Ill.	--	--	--	--	--	--	29.5

Minimum weight as per original Tariff. Rates in cents per net ton.

This Supplement cancels all rates named in original Tariff and Supplements from Gillespie, Livingston, Hillsboro, Kortkamp Switch, Pana, Witt and Tower Hill, Ill., to stations westward; also cancels previous rates from Livingston to Hillsboro and Litchfield, and Gillespie to Litchfield, Ill.

Shipments for St. Louis, Mo., should be waybilled to East St. Louis at proportion of through rate; also show on billing in Rate Column proportion beyond East St. Louis.

Eliminate all rates from Hornsby, Ill., as the mine at that point has been abandoned.

Cancel all rates shown in original tariff and supplements to Embarrass Siding, Ill., as there are no facilities at that station for handling carload freight.

Issued by

G. H. Ingalls, G. F. A. C. C. C. & St. L. Ry Sys., Cincinnati, Ohio.

Walter Nichols, A. G. F. A. C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A. C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

B-26232.

On this Supplement is stamped and written: "Sup. 12, 10-17-06." "Canceled by Sup. 12. Date 10-16-06."

Supplement No. 11 to I. C. C. No. 2492 (Cancels Supplement Nos. 1, 4 and 6).

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.
PEORIA & EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In Connection With Terminal R. R. Ass'n. of St. Louis, Wiggins Ferry Company, St. Louis Merchants Bridge Terminal R. R. Co.

Supplement No. 11 to Coal Tariff No. C. A. 773. (Cancels Supplement Nos. 1, 4. and 6.)

Issued Oct. 4th, 1906. Effective Nov. 6th, 1906.

From—	To	Rate. A	B	D
Pana, Ill.	Alexander, Ind.	$1.15	....	....
Pana, Ill.	Anderson, Ind.	1.10	....	....
Gillespie, Ill	Fairmont, Ind.	1.25	....	....
Gillespie, Ill.	Greencastle, Ind.	.90	....	....
Hillsboro, Ill.	Indianapolis, Ind.	.90	....	....
Hillsboro, Ill.	Jonesboro, Ind.	1.25	....	....
Kortkamp Swt., Ill.	Marion, Ind.	1.25	....	....
Kortkamp Swt., Ill.	Muncie, Ind.	1.25	....	....
Witt, Ill.	New Castle, Ind.	1.25	....	....
Witt, Ill.	Parker City, Ind.	1.35	....	....
Livingston, Ill.	Shirley, Ind.	1.20	....	....
Livingston, Ill.	Summitville, Ind.	1.25	....	....
Tower Hill, Ill.	Terre Haute, Ind.	.70	....	....
Tower Hill, Ill.	Winchester, Ind.	1.35	....	....
Tower Hill, Ill	Shelbyville, Ill.	....	....	.40
Tower Hill, Ill.	Tower Hill, Ill.	....	....	.399
Tower Hill, Ill.	Pana, Ill.	....	....	.398
Hillsboro, Ill.	Rosamond, Ill.	....	....	.397
Hillsboro, Ill.	Ohlman, Ill.	....	....	.396
Hillsboro, Ill.	Nokomis, Ill.	....	....	.395
Hillsboro, Ill.	Witt, Ill.	....	....	.394
Tower Hill, Ill.	Shelbyville, Ill.	....	.40	....

Rates in dollars and cents per net ton. Minimum weight as per original Tariff.

Minimum weight on coal to St. Louis, Mo., as carried in Sup. No. 10 is 25 net tons.

Issued by—

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

On this sheet is stamped and written: "Canceled, by Sup. 16. Date 3-5-07."

Supplement No. 12 to I. C. C. No. 2492. (Cancels Supplement No. 10).

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.
PEORIA AND EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In Connection With St. Louis Merchts. Brdg. & Term. Ry., Term. R. R. Ass'n. of St. Louis, Wiggins Ferry Co.

Supplement No. 12 to Coal Tariff No. C. A. 773. (Cancels Supplement No. 10 and Rates as per note below.)

Issued Oct. 11th, 1906. Effective Oct. 16th, 1906.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From	A	B	C	D	E	F	G
To—	A	A	A	A	A	A	A
St. Louis, Mo..	60	60	60	60	60	75	75
E. St. Louis, Ill.	40	40	40	40	40	55	55
Alton, Ill.	40	40	40	40	40	55	55
East Alton, Ill.	39	39	39.1	39.2	39.3	54	54.1
Bethalto, Ill ..	38	..	38.1	38.2	38.3	53	53.1
Moro, Ill.	37	..	37.1	37.1	37.3	52	52.1

Dorsey, Ill . ..	36	..	36.1	36.2	36.3	51	51.1
Bunker Hill, Ill	35	..	35.1	35.2	35.3	50	50.1
Dorchester, Ill.	35	..	34.1	34.2	34.3	49	49.1
Gillespie, Ill. ..	..	..	33.1	33.2	33.3	48	48.1
Hornsby, Ill ...	..	..	32.1	32.2	32.3	47	47.1
Litchfield, Ill. .	25	25.3	25	25.1	25.2	35	35.1
Butler, Ill. ...	..	..	30.1	30.2	30.3	34	34.1
Hillsboro, Ill. .	..	25	..	..	24.9	30	30.1
Irving, Ill. ...	..	..	..	..	24.8	29.9	30.0
Witt, Ill.	..	..	..	..	..	29.8	29.9
Nokomis, Ill. ..	..	..	..	..	..	29.7	29.8
Ohlman, Ill. . .	..	..	..	..	..	29.6	29.7
Rosamond, Ill. . . .		..	..	..	..	29.5	29.6
Pana, Ill.	..	..	..	..	..	..	29.5

Rates in cents per ton.

Minimum weight as per Original Tariff, except as noted.

The minimum weight to St. Louis, Mo., is 25 net tons.

This Supplement cancels all rates named in Original Tariff and Supplements from Gillespie, Livingston, Hillsboro, Kortkamp Switch, Pana, Witt and Tower Hill, Ill., to Stations westward also cancels previous rates from Livingston to Hillsboro and Litchfield, and Gillespie to Litchfield, Ill. Shipments for St. Louis, Mo., should be way-billed to East St. Louis at proportion of the through rate; also show on billing in Rate Column proportion beyond East St. Louis. Eliminate all rates from Hornsby, Ill., as the mine at that point has been abandoned.

Cancel all rates shown in original Tariff and Supplements to Embarras Siding, Ill., as there are no facilities at that station for handling carload freight.

Issued by—

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnatai, Ohio.

B—26232.

(On this Supplement is stamped and written: "Cancelled by Sup. 17. Date 4-8-07.")
Supplement 13 to I. C. C. No. 2492.

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY COMPANY.
PEORIA & EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In Connection With St. Louis, Merchts. Bridge & Term. R. R. Wiggins Ferry Company, Term. R. R. Ass'n. of St. Louis.
Supplement No. 13 to Coal Tariff No. C. A. 773.
Issued Oct. 18th, 1906. Effective Nov. 20th, 1906.
Refer to Original Tariff and Supplements and Cancel all Rates from Kortkamp Switch, Ill.
For current basis apply rates from Hillsboro, Ill.
Issued by—
G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry., Cincinnati, Ohio.
Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.
C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.
B—26232.
On this sheet is stamped and written:.
Can. by Sup. 16.
Also: Cancelled by Sup. 16. Date 3-5-07.
Supplement 14 missing from files, probably cancelled by Supplement 15.
Supplement 15 is missing from files. Cancelled by Supplement 16.
On this sheet is stamped and written:
Cancelled by Sup. 16. Date 3-5-07.
Supplement No. 16 to I. C. C. No. 2492. (Cancels Sups. Nos. 11-13-15.)

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY CO.
PEORIA AND EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In Connection With T. R. R. A. of St. L., St. L. M. B. T. R. R. Co., Wiggins Ferry Co.
Supplement No. 16 to Coal Tariff No. C. A. 773.
(Cancels Supplement Nos. 11-13-15.)
Issued Feb. 27th, 1907. Effective March 15th, 1907.

From—	To	Rate. A	B	D
Pana, Ill.	Alexandria, Ind.	$1.15	....	....
Pana, Ill.	Anderson, Ind.	1.10	....	....
Gillespie, Ill.	Fairmont, Ind.	1.25	....	....
Gillespie, Ill.	Greencastle, Ind.	.90	....	....
Hillsboro, Ill.	Indianapolis, Ind.	.90	....	....
Hillsboro, Ill.	Jonesboro, Ind.	1.25	....	....
Hillsboro, Ill.	Marion, Ind.	1.25	....	....
Witt, Ill.	Muncie, Ind.	1.25	....	....
Witt, Ill.	New Castle, Ind.	1.25	....	....
Witt, Ill.	Parker City, Ind.	1.35	....	....
Livingston, Ill.	Shirley, Ind.	1.20	....	....
Livingston, Ill.	Summitville, Ind.	1.25	....	....
Tower Hill, Ill.	Terre Haute, Ind.	.70	....	....
Tower Hill, Ill.	Winchester, Ind.	1.35	....	....
Kortkamp Switch, Ill.	Irving, Ill.	.27	....	....
Hillsboro, Ill.	Shelbyville, Ill.	....	....	.40
Hillsboro, Ill.	Tower Hill, Ill.	....	....	.399
Hilsboro, Ill.	Pana, Ill.	....	....	.398
Hillsboro, Ill.	Rosamond, Ill.	....	....	.397
Hillsboro, Ill.	Ohlman, Ill.	....	....	.396
Hillsboro, Ill.	Nokomis, Ill.	....	....	.395
Hillsboro, Ill.	Witt, Ill.	....	....	.394
Tower Hill, Ill.	Shelbyville, Ill.	....	.40	....

Rates in Dollars and cents per net ton.

Minimum weight in Original Tariff and Supplements will be as per circular B-576, I. C. C. 3469, except St. Louis, Mo., to which point the minimum weight will be 25 net tons.

Refer to Original Tariff and Sups. and cancel all rates (except as shown above) from Kortkamp Switch, Ill.

For current basis from Kortkamp Switch apply Hillsboro rates.

Issued by—

J. W. Hewson, T. C. B., C. C. C. & St. L. Ry. Sys., Cincinnati, Ohio.

Walter Nichols, A. G. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

C. J. Brister, G. F. A., C. C. C. & St. L. Ry., Sys., Cincinnatia, Ohio.

B-26232.

Supplement No. 17 to I. C. C. No. 2492. (Cancels Supplement No. 12.)

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY CO.
PEORIA AND EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In connection with St. L. M. B. T. Ry., T. R. R. A. of St. L., Wiggins Ferry Co.

Supplement No. 17 to Coal Tariff No. C. A. 773.

(Cancels Supplement No. 12 and Rates as per notes within.)

Issued March 6th, 1907. Effective April 8th, 1907.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From	A	B	C	D	E	F	G
To—	A	A	A	A	A	A	A
St. Louis, Mo..	62	62	62	62	62	77	77
E. St. Louis, Ill.	42	42	42	42	42	57	57

Alton, Ill.	40	40	40	40	40	55	55
E. Alton, Ill. .	39	39	39.1	39.2	39.3	54	54.1
Bethalo, Ill. ..	38	..	38.1	38.2	38.3	53	53.1
Moro, Ill.	37	..	37.1	37.2	37.3	52	52.1
Dorsey, Ill. ...	36	..	36.1	36.2	36.3	51	51.1
Bunker Hill, Ill.	35	..	35.1	35.2	35.3	50	50.1
Dorchester, Ill.	34	..	34.1	34.2	34.3	49	49.1
Gillespie, Ill. ..	..	..	33.1	33.2	33.3	48	48.1
Hornsby, Ill . ..	..	..	32.1	32.2	32.3	47	47.1
Litchfield, Ill. .	25	25.3	25	25.1	25.2	35	35.1
Butler, Ill. ...	..	..	30.1	30.2	30.3	34	34.1
Hillsboro, Ill. .	..	25	..	..	24.9	30	30.1
Irving, Ill.	..	..	..	..	24.8	29.9	30.0
Witt, Ill.	..	..	..	..	..	29.8	29.9
Nokomis, Ill. . .	..	..	..	..	..	29.7	29.8
Ohlman, Ill. ..	..	..	..	..	..	29.6	29.7
Rosamond, Ill..	..	..	..	..	..	29.5	29.6
Pana, Ill.	..	..	..	..	..	..	29.5

Rates in cents per net ton.

(On this Supplement is stamped and written: "Canceled by Sup. 18. Date 5-7-07.")

Supplement Co. 18 to I. C. C. No. 2492. (Cancels Supplement No. 17.)

THE CLEVELAND, CINCINNATI, CHICAGO & ST. LOUIS RAILWAY CO.
PEORIA AND EASTERN RY.
CINCINNATI NORTHERN R. R.

Freight Traffic Department.

Tariff Bureau.

In connection with St. L. M. B. T. Ry., T. R. R. A. of St. L., Wiggins Ferry Co.

Supplement No. 18 to Coal Tariff No. C. A. 773.

(Cancels Supplement No. 17 and Rates as per notes within.)

Issued April 4th, 1907. Effective May 7th, 1907.

A—Gillespie, Ill.
B—Livingston, Ill.
C—Hillsboro, Ill.
D—Kortkamp Switch, Ill.
E—Witt, Ill.
F—Pana, Ill.
G—Tower Hill, Ill.

From / To—	A	B	C	D	E	F	G
	A	A	A	A	A	A	A
E. St. Louis, Ill.	42	42	42	42	42	57	57
Alton, Ill.	40	40	40	40	40	55	55
East Alton Ill..	39	39	39.1	39.2	39.3	54	54.1
Bethalto, Ill. ..	38	..	38.1	38.2	38.3	53	53.1
Moro, Ill.	37	..	37.1	37.2	37.3	52	52.1
Dorsey, Ill. ..	36	..	36.1	36.2	36.3	51	51.1
Bunker Hill, Ill.	35	..	35.1	35.2	35.3	50	50.1
Dorchester, Ill. .	34	..	34.1	34.2	34.3	49	49.1
Gillespie, Ill. . .	..	..	33.1	33.2	33.3	48	48.1
Hornsby, Ill. . .	..	..	32.1	32.2	32.3	47	47.1
Litchfield, Ill. .	25	25.3	25	25.1	25.2	35	35.1
Butler, Ill . ..	..	...	30.1	30.2	30.3	34	34.1
Hillsboro, Ill. . .	..	25	..	..	24.9	30	30.1
Irving, Ill.	..	..	..	..	24.8	29.9	30.0
Witt, Ill.	..	..	..	..	..	29.8	29.9
Nokomis, Ill. ..	..	..	..	..	..	29.7	29.8
Ohlman, Ill. ..	..	..	..	..	..	29.6	29.7
Rosamond, Ill. .	..	..	..	..	..	29.5	29.6
Pana, Ill.	..	..	..	..	..	..	29.5

Rates in Cents per net ton.

Complainant's Exhibit No. 86.

I. C. C. No. 4.

FREIGHT CAR TRANSFER CO.

INTERSTATE CAR TRANSFER CO.

Issued May 1, 1905. To I. C. C. May 1, 1905. In effect May 15, 1905.

Subject to change without other notice than required by law. Supersedes all former Tariffs, Supplements and Amendments thereto, and all Special Rates.

Naming rates between Baltimore & Ohio Southwestern R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago & Alton Ry.; East St. Louis & Carondelet Ry.; Chicago, Peoria & St. Louis Ry.; Illinois Central R. R.; Mobile & Ohio R. R.; Louisville & Nashville R. R.; St. Louis, Troy & Eastern R. R.; Southern Ry.; Vandalia R. R.; Venice & Carondelet Ry.; Toledo, St. Louis & Western R. R.; Wabash R. R. (East of Mississippi River.)

Terminating in East St. Louis, Ill., and Chicago, Burlington & Quincy Ry.; Missouri Pacific Ry.; Missouri, Kansas & Texas Ry.; St. Louis, Iron Mountain & Southern Ry.; St. Louis Southwestern Ry.; Wabash R. R. (North St. Louis.)

Terminating in St. Louis, Mo., also between Industries and Switches located on Venice & Carondelet Ry., in East St. Louis, Ill., and Industries and switches located on Chicago, Burlington & Quincy Ry., in St. Louis, Mo.

L. W. Putnam.
W. K. Kavanaugh, President, St. Louis, Mo.
C. H. Duggan, Agent, East St. Louis, Ill.
D. M. Houghtlin, Jr., Com. Agent, St. Louis, Mo.

Car Transfer Rates.

Freight in car loads to one consignee, when loaded or unloaded by owner, minimum 25,000 lbs., 2 cents per 100 lbs., except as noted below and subject to the rules following:

Commodity.	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and boxes, empty	1½
Bark	1½
Barytes	1
Bituminous Rock	1
Box Stuff	1½
Blinds, Sash Doors	1½
Brick, minimum 40,000 lbs.	1

Bones ---------- 1½
Building Tile, hollow ---------- 1¼
Carbonite, same as coke ---------- 1½
Carriers and Trays, empty returned ---------- per car $3
Cement ---------- 1½
Chair Timber ---------- 1½
Cinders, minimum 30,000 lbs. ---------- 1
Cinders. Mill ---------- 1
Cracklings (Soap Stock) ---------- 1½
Clay, Common and Fire ---------- 1
Clay, N. O. S. ---------- 1¼
Coal, Bituminous ---------- See Note 3
Coal, Anthracite ---------- 1½
Coke ---------- 1½
Copperas ---------- 1½
Cotton, minimum 15,000 lbs. ---------- 2
Cullet or Broken Glass ---------- 1½
Doors, Sash Blinds ---------- 1½
Drain Tile ---------- 1¼
Feldspar ---------- 1½
Felt, Roofing in rolls ---------- 1½
Fertilizer ---------- 1½
Flax Seed ---------- 1½
Facings, .Foundry Coal or Plumbago ---------- 1½
Glucose, refuse ---------- 1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs. ---------- 1

Grain Products:
Cerealine, Cream of Maize, Flake Malt, Frumentum, Quick Malt, Silver Flake, Malt Starch ---------- 2

Grain Products:
Avena, Bran, Brewers' Dried Grain, Brewers' Meal, Buckwheat Flour, California Food, Corn Flour, Corn Meal, Cotton Seed Cake, Cotton Seed Hulls, Cotton Seed Meal, Cracked Corn, Cracked Wheat, Cream of Wheat, Distillers' Dried Slop, Dried Grain Molasses, Farina, Farinose, Flour, Germos, Glucose Feed, Gluten Meal, Grits, Groats, Ground Corn, Healthall, Hominy, Hulled Corn (except canned), Kaffir Corn Meal, Maize-

line, Maizone, Malt, Malt Skimmings, Malt Sprouts, Middlings, Mill Feed, Oat Hulls, Oat Meal, Oil Cake, Oil Meal, Pearl Barley, Pearl Wheat, Rolled Oats, Rolled Wheat, Rye Flour, Screenings, Ship Stuff, Shorts, Sprouted Barley, Vitos ---------- 1½
Granite, Finished ---------- 2
Granite, crushed ---------- 1
Granite, Unwrought ---------- 1½
Granite Paving Stones ---------- 1¼
Gravel ---------- 1
Grindstones ---------- 1½
Handles, Wood ---------- 1½
Heading ---------- 1½
Hay ---------- 2
Hoops and Hoop Poles ---------- 1½
Ice ---------- 1
Iron—Merchant, Band Bar, Beam, Sheet, Plate, Rods, Wire Axles, Chains, Bolts, Nuts, Spikes, Wheels, Nails, Structural, Cotton Ties, Plain Castings, Pig, Car Springs, Pipe ---------- 1½
Iron Scrap ---------- 1¼
Junk ---------- 1¼
Jute ---------- 1½
Lime ---------- 1½
Live Stock ---------- See Note 1
Lumber, Lath and Logs ---------- 1½
Mill Cinder ---------- 1
Machinery, old returned to maker for repairs ---------- Half Tariff rate
Manure, minimum 40,000 lbs. ---------- 1
Marble, unwrought ---------- 1½
Marble, Plain, Sawed, Cut or Finished ---------- 2
Mineral Water, in tank cars ---------- 1½
Novaculite, minimum 40,000 lbs. ---------- 1
Oil, in tank cars ---------- 1½
Ore, all kinds except Ground Iron ---------- 1¼
Ore, Ground Iron ---------- 1½
Paper Stock ---------- 1½
Paving Blocks (granite) ---------- 1¼
Piling ---------- 1½

Plaster and Plaster Board ---------- 1½
Poles and Posts ---------- 1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs. ---------- 4
Powder not taken for city delivery.
Railway Equipment ---------- See Note 2
Rails and Fastenings ---------- 1½
Rice and Rice Meal, Brewers' ---------- 1½
Rosin ---------- 1½
Salt and Salt Cake ---------- 1½
Sand ---------- 1
Sash, Doors and Blinds ---------- 1½
Sawdust and Shavings ---------- 1¼
Sewer Pipe, minimum 32,000 lbs. ---------- 1¼
Shingles ---------- 1½
Shooks ---------- 1½
Slag ---------- 1
Soap Lye, in tanks ---------- 1½
Soap Stock ---------- 1½
Soda, N. O. S. ---------- 2
Soda Ash ---------- 1½
Soda, Sal ---------- 1½
Silica ---------- 1
Straw ---------- 1½
Staves and Stave Bolts ---------- 1½
Stone, Ornamental ---------- 2
Stone, Plain, Sawed or Cut, dressed or rough dressed, filter ---------- 1½
Stone, rip-rap, rubble crushed, macadam, rough, unwrought, foundation ---------- 1
Spokes ---------- 1½
Sulphate of Ammonia ---------- 1½
Tar ---------- 1½
Tobacco Stems ---------- 1½
Tobacco, Manufactured ---------- 2
Tobacco, Leaf, minimum 15,000 lbs. ---------- 2
Tile, Roofing, Hollow, Conduit, Drain and Building 1¼
Ties, R. R., minimum 40,000 lbs. ---------- 1
Tripoli and Tripoli Blocks ---------- 1½
Transcontinental Freight, no minimum (regardless of classification) ---------- 2

Terra Cotta, Common	1¼
Terra Cotta in shape	2
Wagon Wood (in the rough) Hubs, Spokes and Axles	1½
Wagon Skeins	1½
Warrenite	1½
Wood, for fuel	1
Whiting	1
Zinc Skimmings	1½
Zinc Oxide	1½

Note No. 1.—Live Stock.

Between connecting railroads, St. Louis and connecting railroads or National Stock Yards, East St. Louis, Ill. Man in charge, free; no return passes.

One animal	$3.00 per car
Two or more animals	4.00 per car
Race Horses and Fair Stock, with Feed and Trappings	5.00 per car
Live Stock returned to St. Louis from National Stock Yards for slaughter in St. Louis	4.00 per car

Note No. 2.—Railway Equipment.

	Per car
Locomotive and Tender, standard gauge	$15.00
Freight Car, standard gauge	2.00
Caboose	3.00
Bagage, Mail or Express, standard gauge	5.00
Coach or Sleeper, standard guage	6.00
Snow Plows	10.00
Steam Shovels	10.00
Derrick Cars	10.00
Crane Cars	10.00
Narrow Gauge Equipment, two (2) cents per 100 lbs., minimum	5.00

Note No. 3.—Coal, Bituminous.

Destined to industries and tracks in St. L. I. M. & S. Yards to and north of Delore St., 1½ cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in Wabash (West) yards to and south of Luther Ave., 1½ cents per 100 pounds, minimum 40,000 lbs.

Destined to industries and tracks in Mo. Pac. yards to and including Cheltenham, 1½ cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. Yards, St. Louis, Mo., to and south of Prospect Hill, 1½ cents per 100 lbs., minimum 40,000 lbs.

Destined to industries and tracks in St. L. K. & N. W. yards, Fort Bellefontaine, and south to Prospect Hill, two (2) cents per 100 lbs., minimum 40,000 lbs.

Destined to points beyond switching limits in St. Louis, 1½ cents per 100 lbs., minimum 40,000 lbs.

For connecting railroads, company use, one (1) cent per 100 lbs., minimum 40,000 lbs.

Rules Governing the Handling of Traffic Under This Tariff.

Rule No. 1.—Minimum charges, unless otherwise noted:

The minimum car load weight on all commodities charged for at 2 cents per 100 lbs. will be 25,000 lbs.

The minimum car load weight on all commodities charged for at 1½ cents per 100 lbs. will be 30,000 lbs.

The minimum car load weight on all commodities charged for at 1¼ cents per 100 lbs. will be 36,000 lbs., except as noted.

The minimum car load weight on all commodities charged for at 1 cent per 100 lbs. will be 50,000 lbs., except as noted.

Rule No. 2.—The National Stock Yards charge of $2.00 per car on all business to or from industries located on its tracks must be added to above rates.

Rule No. 3.—No loaded car will be received by this Company unless accompanied by regular way-bill showing final destination and consignee. If for St. Louis delivery, the freight yard or switch at which delivery is to be made should be designated on way-bill.

Rule No. 4.—Rules of the Central Car Service Association will apply on car load freight delivered on the tracks of these Companies.

Rule No. 5.—Long Lumber and other articles which require two or more cars for their transportation shall be charged at actual weight of the commodity at the Tariff rate, but in no case will a charge of less than the established car load minimum of each car be accepted.

Rule No. 6.—All freight taking car load rates shall be loaded and unloaded by owner.

Rule No. 7.—Agricultural Implements, Boilers, heavy and large Machinery, and freight which requires blocking and bracing must be loaded and unloaded, and safely blocked or braced by owner at his expense.

Rule No. 8.—Car rental charge will be assessed on all cars reconsigned while in possession of this Company, destined to points within reclaim limits of St. Louis, Mo., or East St. Louis, Ill.

INTERSTATE CAR TRANSFER COMPANY.

Supplement No. 1. (Cancels Amendment No. 4 and includes changes.)

Freight Tariff No. 4, naming Rates between connecting Lines at St. Louis, Mo., and East St. Louis, Ill.

Issued March 15, 1907. Effective May 1, 1907.

L. W. Putnam, Commercial Agent.

Terminating in East St. Louis, Ill., to St. Louis, Keokuk & Northwestern R. R.; Missouri Pacific Ry.; Missouri, Kansas & Texas Ry.; St. Louis Southwestern Ry.; St. Louis, Iron Mountain & Southern Ry.; Wabash R. R. (North St. Louis).

Terminating in St. Louis, Mo., 20 cents per net ton, minimum carload 35 tons.

W. K. Kavanaugh, President, St. Louis, Mo.
C. H. Duggan, Agent, East St. Louis, Ill.
L. W. Putnam, Commercial Agent, St. Louis, Mo.

Brass, Ashes ---------- 1½ cents
Brass, Scrap ---------- 1½ cents
Brick Bats or Broken Bricks, carload, minimum weight 60,000 lbs. ---------- ½ cent
Calcium Chloride ---------- 1½ cents
Carnivals (see Circuses).
Cement Plaster, from Frisco and Rock Island Systems, St. Louis, Mo., to Southern Railway Company, East St. Louis, Ill., minimum weight 40,000 lbs. ---------- 1½ cents
Chatts ---------- 1 cent
Cinders ---------- $3.00 per car
Circuses, viz.: Advertising, Animal and equipment cars, coaches and sleepers -- $5.00 per car
Clay, Carload, minimum weight 40,000 lbs -- 1 cent
Coach or Sleeper ---------- $5.00 per car
Coal, Bituminous, all rates canceled. (See Tariff No. 5, I. C. C. No. 5.)
Concentrates ---------- 1½ cents
Copper Residue ---------- 1½ cents
Concrete Building Stone and Hollow Building Blocks ---------- 1½ cents
Flour, for export ---------- 1 cent
Gas Retorts ---------- 1¼ cents
Manganese ---------- 1½ cents
Mine Props and Mine Ties, carload, minimum weight 40,000 lbs. ---------- 1 cent
Roll Scale ---------- 1 cent
Sulphur ---------- 1½ cents
Tiff ---------- 1½ cents
Tin, scrap ---------- 1½ cents

I. C. C. No. 5.

Freight Tariff No. 5.

INTERSTATE CAR TRANSFER CO.

Issued December 26, 1905. To I. C. C. December 26, 1905. In effect January 1st, 1906.

Subject to change, without other notice than required by law. Supersedes all former Tariffs, Supplements and Amendments thereto, and all Special Rates.

Naming Carload Rates on Bituminous Coal Mined in Illinois from Baltimore & Ohio Southwestern R. R.; Cleveland, Cincinnati, Chicago & St. Louis Ry.; Chicago & Alton Ry.; East St. Louis & Carondelet Ry.; Chicago, Peoria & St. Louis Ry.; Illinois Central R. R.; Mobile & Ohio R. R.; Louisville & Nashville R. R.; St. Louis, Troy & Eastern R. R.; Southern Ry.; Toledo, St. Louis & Western R. R.; Vandalia Railroad Company; Venice & Carondelet Ry.; Wabash R. R.; (East of Mississippi River).

Complainant's Exhibit No. 87.

Wabash No. 21302. (Cancels Conflicting Portions of Wabash No. 16508.)

THE WABASH RAILROAD COMPANY.

General Freight Department.

Local Commodity Tariff on Coal and Coke, Carloads, between Stations on the Wabash Railroad in Illinois, taking effect January 1, 1900.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations, (Wabash No. 17500, I. C. C. No. 400), and the Bills of Lading the Wabash Railroad Company.

(On this page is written: "Canceled January 1-06, by 37332.)

S. B. Knight, General Freight Agent, Wabash R. R. Co., St. Louis, Mo.

P. W. Coyle, Assistant General Freight Agent, Wabash R. R. Co., St. Louis, Mo.
E. R. Newman, Ass't Gen'l Frt. Agent Wabash R. R., Chicago, Ill.
J. D. Lund, Ass't Gen'l Frt. Agent Wabash R. R., Kansas City, Mo.
W. H. Wylie, Commercial Agent Wabash R. R., St. Louis, Mo.
R. N. Collyer, Division Frt. Agent Wabash R. R., Detroit, Mich.
W. A. Sprott, Division Frt. Agent Wabash R. R., Toledo, Ohio.
E. E. Fleming, Division Frt. Agent Wabash R. R., Springfield, Ill.
S. P. Barnes, Comercial Agent Wabash R. R., Quincy, Illinois.
W. L. Bowlus, Commercial Agent Wabash R. R., Cleveland, Ohio.
G. A. Rump, Commercial Agent Wabash R. R., Cincinnati, Ohio.
J. J. Mossman, Division Frt. Agent Wabash R. R. Buffalo, N. Y.
H. B. McClellan, Gen'l Eastern Agent Wabash R. R., 387 Broadway, New York.
W. P. Sargent, New England Frt. Agent Wabash R. R., 5 State St., Boston, Mass.
N. R. Adriance, Commercial Agent Wabash R. R., Denver, Colo.

Section	Articles — In carloads, minimum capacity of car unless otherwise stated	From	To	Rate—In cts. per 100 lbs., unless otherwise specified	Remarks
1	Coal—Essex, Ill.		Oak Lawn, Worth, *Palos Springs, Orland, Alpine, Marley, *New Lenox, Steele, Ill.	Net Ton, 60.	
2	Coal—Riverton, Dawson, Springfield, Springfield Jct., Starnes, Ill.		Hulls, Carthage, Camp Point, Golden, Ill.	Net Ton, 75c—When destined to pts. on conecting line not covered by through tariffs.	
3	Coal—Riverton, Dawdon, Starnes, Springfield, Springfield Jct., Ill.		Hannibal, Mo., Keokuk, Ia., Quincy, Ill.	Net Ton, 85c—Good only on shipments destined to points west not covered by through rates.	
4	Coal—Riverton, Dawson, Springfield, Springfield Jct., Ill.		Chapin, Ill.	Net Ton, 50c—When destined to points on C. B. & Q. north of Chapin. Net Ton, 60c—When destined to points on Q. south of Chapin.	
5	Coal—Springfield Jct., Springfield, Starnes, Dawson Niantic, Taylorville, Riverton, Litchfield, Mt. Olive, Staunton, Worden, Ill.		Champaign, Urbana Ill.	Net Ton Lump, 96c; Fine, 76 1-10c—Except where Illinois distance tariff makes less.	
6.	Coal, Min. Wt. 40,000 lbs.—Springfield Jct., Starnes, Ill., also "Wilmington" Springfield Coal Co.'s mine		Springfield, Ill., for City Delivery	Net Ton, 15c.	
7	Coal, Soft—Mine at Raymond, Ill.		Electric Light Plant	Net Ton, 15c.	
8	Coal, Soft—Catlin, Fairmount, Tilton, Ill.		Chicago, Ill.	Net Ton, 70c.	
9	Coal—Danville, Ill.		Champaign, Urbana, Ill.	Net Ton, Lump, 60c; Nut or slack, Str. or Mxd., 58½c.	

10	Coal—Starnes, Springfield, Springfield Jct., Dawson, Riverton, Niantic, Ill.	Oak Lawn, Worth, *Palos Springs, Orland, Alpine, Marley, Steele, *New Lennox, Essex, Reddick, Campus, Emington, Saunemin, Brisbane, Manhattan, Symerton, Ritchie, *Horse Creek, Ill.	Net Ton, $1.05.
		Hannibal, Mo., Denver, Bentley, Bowen, Carthage, Elvaston, Hamilton, Quincy, Ill.; Keokuk, Ia.	Net Ton $1.00.
11	Coal—Riverton, Dawson, Niantic, Springfield Jct., Springfield Starnes, Ill.	Markham, Arnold, Jacksonville, Ill.	Net Ton, 55c.
12	Coal—Starnes, Springfield Jct., Springfield Riverton, Dawson, Taylorville, Ill.	Decatur, Ill.	Net Ton, Lump, 55c; Nut, 55c. Fine, 55c.
13	Coal—Riverton Ill.	Buffalo, Ill.	Net ton, 35c.
14	Coal—Dawson, Niantic, Ill.	Buffalo, Ill.	Net Ton, 40c.
15	Coal—Dawson, Riverton, Niantic, Ill.	*Wyckles, Harristown, Illiopolis, Niantic, Lanesville, Ill.	Net Ton, 40c.
16	Coal—Litchfield, Mt. Olive, Staunton, Worden, Ill.	Edwardsville, Ill.	Net Ton, 25c.
17	Coal—Mt. Olive, Ill.	Litchfield, Ill.	Net Ton, 25c.
18	Coal—Staunton, Ill.	Worden, Ill.	Net Ton, 25c.
19	Coal—Mt. Olive, Staunton, Ill.	Carpenter, Ill.	Net Ton, 35c.
20	Coal—Starne, Ill.	Harristown, Illiopolis, Niantic, Lanesville, Buffalo, Ill.	Net Ton, 45c.
21	Coal—Springfield, Riverton, Dawson, Starne, Mt. Olive, Staunton, Ill.	Cornell, McDowell, Manville, Rowe, Ill.	Net Ton, $1.00.
22	Charcoal—Chicago, Ill. Streator, Ill.	Streator, Chicago, Ill. Decatur, Ill.	Net Ton, $6.00.
23	Coal—Niantic, Ill.	Decatur, Ill.	Net Ton, 45c—Good only on shipments destined to points on connecting lines.
24	Coal—Dawson, Riverton, Taylorville, Ill.	Gibson, Forrest, Decatur, Ill.	Net Ton, 60c—When destined to pts. on I. E. & W. Net Ton, 70c—When destined to pts. on T. P. & W. Net Ton, 40c—When destined to pts. on connecting lines.

25	Coal—Springfield Jct., Springfield, Starnes, Niantic, Dawson, Taylorville, Litchfield, Mt. Olive, Staunton, Worden, Riverton, Ill.	Monticello, Gibson, Ill.	Net Ton, 85c.
26	Coal—Mt. Olive, Ill.	Mansfield, Ill.	Net Ton, 70c—When destined Mahomet, Ill., via C. C. C. & St. L.
27	Hard Coal and Coke—Chicago, Streator, Chicago, Ill., Streator, Ill.	Streator, Chicago, Ill.	Net Ton, $1.00.
28	Coal—Mines at Staunton, Ill.	Staunton Milling Co. Tracks	Car, $2.00.
29	Coal—Mines at Mt. Olive, Ill.	Keiser Bros.' Mill at Mt Olive	Car, $2.00.
30	Coal—Mt. Olive, Staunton, Litchfield, Taylorville, Ill.	Strawn, Wing, Saunemin, Emington, Campus, Reddick, Essex, *Horse Creek, Custer Park, Ritchie, Symerton, Manhattan, Brisbane, Steele, *New Lennox, Marley Alpine, Orland, *Palos Springs, Worth, Oak Lawn, *Garber, Sibley, Ill.	Net Ton, $1.05.
31	Coal—Mt. Olive, Staunton, Worden, Litchfield, Ill.	*Deers, *Mira, Sadorus, Philo, Sidney, Homer, Tolono, Fairmount, Ill.	Net Ton, $1.00.
32	Coal—Mt. Olive, Staunton, Worden, Litchfield, Edwardsville, Ill.	Decatur, Nameoki, *Wanda, Edwardsville C., *Cotter, Mitchell, Poag, Granite City, Venice, East St. Louis, Ill.	Net Ton. 55c. Net Ton, 35c.
33	Coal—Riverton, Dawson, Niantic, Springfield, Springfield Jct., Taylorville, Mt. Olive, Staunton, Litchfield, Ill.	Forrest, Ill.	Net Ton. 90c.
34	Coal—Taylorville, Ill.	Litchfield, Ill.	Net Ton, 40c.
35	Coal—Streator, Fairbury, Ill.	Cornell, Rowe, Pontiac, McDowell, *Champlin, *Lodemia, Fairbury, Ill.	Net Ton, 40c.
36	Coal—Streaton, Ill.	Emington, Ill.	Net Ton, 75c.
37	Coal—Streator, Ill.	Gibson, Ill.	Net Ton, 75c.
38	Coal—Springfield, Streator, Ill.	Streator, Springfield, Ill.	Net Ton. $1.00.

39	Coal—Springfield Jct, Springfield, Starnes, Riverton, Mt. Olive, Staunton, Dawson, Niantic, Taylorville, Litchfield, Worden, Ill.....	Steele, Brisbane, Ill.....	Net Ton, 70c—When destined to points on E. J. & E. and Michigan Cent.
40	Coal—Clark City Mines, Ill.	Reddick, Essex, Ill.....	Net Ton, 30c—When destined to points on C. C. C. & St. L. or L. I. I. & I. Ry.
41	Coal—Catlin, Ill.....	Danville, Ill.....	Net Ton, 25c—Minimum, $6 per car.
42	Coal—Danville, Ill.	Quincy, Ill.....	Net Ton $1.10—Applies only on coke coming from East via Wabash, reconsigned at Danville.
		Hannibal, Mo.....	Net Ton, $1.25.

*No agent—Prepayment required.
Minimum Weight on Shipments of Coal. Applies to E. St. Louis Only.

All shipments of Coal must be billed at weights as follows:

On cars of 60,000 pounds capacity—

Coal, Pea, Nut, Screenings.....56,000 pounds

Coal, Egg Stove .....58,000 pounds

On cars of less capacity, way-bill at marked capacity.

Lump and Mine Run will be billed at actual mine weight contained at the mines as heretofore.

THE WABASH RAILROAD CO.

Wabash No. 21302-BF.

Cancels Wabash No. 21302-BE.

General Freight Department.

Amendment No. 26 to Local Commodity Tariff, Wabash No. 21302. (Stamped and written "Receipt No. 47335.") On Coal and Coke between Stations on the Wabash Railroad in Illinois.

Refer to Section No. 32 of above described tariff, and previous amendments, and cancel same, and substitute the following:

Coal C. L.

From Edwardsville, Ill.; Litchfield, Ill.; Mt. Olive, Ill.; Raymond, Ill.; Staunton, Ill.; Worden, Ill., to East St. Louis, Ill.; Granite City, Ill.; Mitchell, Ill.; Nameoki, Ill.; Poag, Ill.; Venice, Ill., 25 cents per net ton.

St. Louis, Mo., May 30, 1905. Effective June 5, 1905. (File 2464.)

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. 954 (or superceding issues) in effect at time of shipment, and by the Bills of Lading of the Wabash Railroad Company.

S. B. Knight, Gen'l. Frt. Agt. Wabash R. R., St. Louis, Mo.

P. W. Coyle, Ass't. Gen'l. Frt. Agt., Wabash R. R., St. Louis, Mo.

C. C. Landers, Ass't. Gen'l. Frt. Agt., Wabash R. R., St. Louis, Mo.

G. F. O. Form C.

(On the back of this schedule is printed a Map of the Wabash R. R. with List of Stations.)

THE WABASH RAILROAD CO.

Wabash No. 21302-BE.

Cancels Wabash No. 21302-BC.

General Freight Department.

Amendment No. 25 to Local Commodity Tariff, Wabash No. 21302. (Stamped and written "Receipt No. 46280.") On Coal and Coke between Stations on the Wabash Railroad in Illinois.

Refer to Section No. 32 of above described tariff, and previous amendments, and cancel same, and substitute the following:

Coal C. L.

From Edwardsville, Ill.; Litchfield, Ill.; Mt. Olive, Ill.; Raymond, Ill.; Staunton, Ill.; Worden, Ill., to East St. Louis, Ill.; Granite City, Ill.; Mitchell, Ill.; Nameoki, Ill.; Poag, Ill.; Venice, Ill., 30 cents per net ton.

St. Louis, Mo., May 20, 1905. Effective at once.

(Authy. 35728.)

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, L. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. 954 (or superseding issues) in effect at time of shipment, and by the Bills of Lading of the Wabash Railroad Company.

S. B. Knight, Gen'l. Frt. Agt., Wabash R. R., St. Louis, Mo.

P. W. Coyle, Ass't. Gen'l. Frt. Agt., Wabash R. R., St. Louis, Mo.

C. C. Landers, Ass't. Gen'l. Frt. Agt., Wabash, R. R., St. Louis, Mo.

G. F. O. Form C.

(On the back of this Schedule is printed a Map of the Wabash R. R. with List of Stations.)

THE WABASH RAILROAD CO.

Wabash No. 21302-BC.

General Freight Department.

Amendment No. 23 to Local Commodity Tariff, Wabash No. 21302. On Coal and Coke between Stations on the Wabash R. R. in Illinois.

Refer to above tariff, Section No. 32, and note that the rates named from Mt. Olive will also apply from Raymond, Ill.

St. Louis, Mo., January 12, 1905. Effective at once.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500 I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the Bills of Lading of The Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.

P. W. Coyle, Asst. Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.

G. F. O. Form C.

(On the back of this schedule is printed a "Wabash R. R. Indexed Map.")

THE WABASH RAILROAD CO.

Wabash No. 21302-AG.

Amendment No. 17 to Local Commodity Tariff, Wabash No. 21302, on Coal and Coke Carloads, between Stations on the Wabash R. R. in Illinois.

Refer to Section 32, and correct rate to Nameoki, Mitchell, Poag, Granite City, Venice and East St. Louis, Ill., to read 40 cents per ton instead of 30c, as provided for in 21302-AD.

Also cancel rates to the following stations: Wanda, Edwardsville Crossing, and Cotter, Ill.

St. Louis, Mo., February 21, 1903. Effective at once.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), sup-

plemented by Wabash No. 26502, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the bills of lading of The Wabash Railroad Company.
S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.
G. F. O. Form C.
(On the back of this Schedule is printed a "Wabash R. R. Indexed Map.")

Wabash No. 21302-AD.

THE WABASH RAILROAD CO.

General Freight Department.

Amendment No. 14 to (Includes and Cancels all previous Amendments), Local Commodity Tariff Wabash No. 21302, on Coal and Coke, Carloads, between Stations on the Wabash Railroad in Illinois, taking effect January 1, 1902.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations, (Wabash No. 17500, I. C. C. No. 400), and the Bills of Lading The Wabash Railroad Company.
S. B. Knight, Gen'l Frt. Agent, Wabash R. R. Co., St. Louis, Mo.
P. W. Coyle, Ass't Gen'l Frt. Agent, Wabash R. R., St. Louis, Mo.
E. R. Newman, Ass't Gen'l Frt Agent, Wabash R. R., Chicago,Ill.
J. D. Lund, Ass't Gen'l Frt. Agent, Wabash R. R., Kansas City, Mo.
W. D. Holliday, Ass't Gen'l Frt. Agent, Wabash R. R., Pittsburg, Pa.
W. H. Wylie, Commercial Agent, Wabash R. R., St. Louis, Mo.
J. J. Mossman, Div. Frt. Agt., Wabash R. R., Buffalo, N. Y.
R. N. Collyer, Div. Frt. Agt., Wabash R. R., Detroit, Mich.

W. A. Sprott, Div. Frt. Agt., Wabash R. R., Toledo, O.
W. L. Bowlus, Div. Frt. Agt., Wabash R. R., Springfield, Ill.
G. C. Osborn, Div. Frt. Agt., Wabash R. R., Quincy, Ill.
Geo. M. Entrikin, Div. Frt. Agt., Wabash R. R., Omaha, Neb.
F. C. McMillan, Div. Frt. Agt., Wabash R. R., Des Moines, Ia.
W. C. Metzger, Com'l Agent, Wabash R. R., Denver, Colo.
J. C. Williams, Com'l Agent, Wabash R. R., Cleveland, Ohio.
G. A. Rump, Com'l Agt., Wabash R. R., Cincinnati, O.
H. B. McClellan, Gen'l Eastern Agt., Wabash R. R., 387 Broadway, New York.
W. P. Sargent, New England Frt. Agt., Wabash R. R., 176 Washington St., Boston, Mass.

Refer to Section 14 of Tariff, and cancel rates shown from Dawson to Buffalo, Ill., on coal. Effective January 14, 1900.

Refer to Section 15 and cancel rates shown from Niantic to Illiopolis, Ill., Illinois distance tariff rates will apply. Effective January 16, 1900.

Refer to Section 25 and cancel rate on coal from Niantic to Monticello, Ill. Illinois distance tariff rates will apply. Effective January 23, 1900.

Soft Coal, C. L., from Danville and Danville Jct., Ill., to Chicago, Ill., 70 cents per net ton. Effective April 4, 1900.

Soft Coal, C. L., from Niantic, Dawson and Riverton to Decatur, Ill., 40 cents per net ton.

Applies when destined to points on connecting lines where no other rates are now in effect. Effective Aug. 14, 1900.

Refer to Section 42 of above Tariff and make same read on Coal and Coke, C. L., from Danville, Ill., to Quincy, Ill., 75 cents per net ton, instead of $1.00. Restrictions shown in section 42 to cover. Effective Oct. 23, 1900.

Refer to Section 32 of Tariff, and note that rate on Coal from Mt. Olive, etc., to East St. Louis, is hereby

reduced to 30 cents per net ton. Effective March 19, 1901.

Refer to Section No. 1, and note that same rates apply from Campus, Ill., as from Essex, Ill. Effective April 25, 1901.

(Opposite "Refer to Sec. 32" is written: "Amd. No. 8.")

Refer to Section 11, and correct rate to read sixty cents per net ton instead of 55 cents. Effective June 1, 1901.

Slack Coal, C. L., between Catlin, Ill., and Danville, Ill., 25 cents per net ton. (Minimum $6.00 per car.) Effective July 8, 1901.

Refer to Section 5, and correct same to read 75 cents per ton on all kinds of Coal. Also correct Section 25 to read 75 cents per ton, and add Mansfield, Ill., to list of stations in Section 25 from which rate applies. Effective October 19, 1901.

Complainant's Exhibit No. 88.

I. C. C. No. 8, Canceling I. C. C. No. 6.

BELLEVILLE & ST. LOUIS TRAFFIC BUREAU.

Joint Freight Tariff No. 12, (Superseding Joint Frt. Tariff No. 11.)

Illinois Central Railroad Company, Louisville & Nashville Railroad Company, Louisville, Evansville & St. Louis Consolidated Railroad Company, (Geo. T. Jarvis, Receiver.)

Rates of Freight between Belleville, Ill., and E. Carondelet, Ill., E. St. Louis, Ill., and St. Louis, Mo..

Governed by Illinois Commissioner's Classification. Effective June 28, 1900.

The rates of freight between East Carondelet, Ill., and Belleville, Ill., via Illinois Central R. R. (Carondelet Branch), shall in no case be less than the rates between East St. Louis and Belleville.

W. E. Keepers, G. F. A., Ill. Central R. R., Chicago, Ill.
C. B. Compton, G. F. A., L. & N. R. R., Louisville, Ky.

R. A. Campbell, G. F. A., L. E. & St. L. C. R. R., St. Louis, Mo.
Geo. W. Becker, A. G. F. A., Ill. Central R. R., St. Louis, Mo.
Lee Howell, G. F. A., L. & N. R. R., Evansville, Ind.
K. B. Hannigan, Com'l Agent, L. E. & St. L. C. R. R., St. Louis, Mo.
B. G. Rowe, Com'l Agent, Illinois Central R. R., St. Louis, Mo.
J. N. Chandler, Gen'l Agent, L. & N. R. R., St. Louis, Mo.
R. M. Fraser, Joint Agent, St. Louis, Mo., Rooms 404-406 Union Station.

1500. File 578.

I. C. C. June 16, 1900.

Between Belleville, Ill., and East Carondelet, Ill., and East St. Louis, Ill. (Depots of Connecting lines.)

Class Rates in Cents per 100 *Pounds.*

Minimum charge on single shipments, 25 cents.

Class—1	2	3	4	5	6	7	8	9	10
Rate—14	12	10	8	5	5	5	4½	4	3½

Store Door Rates between Belleville, Ill., and St. Louis, Mo.:

Class Rates in Cents Per 100 *Pounds.*

Minimum charge on single shipments, 25 cents.

Class—1	2	3	4	5
Rate—16	14	12	10	10

Between Belleville, Ill., and East Carondelet, Ill., and East St. Louis, Ill., and St. Louis, Mo.

COMMODITY RATES.

Articles.	Minimum.	Per	E. St. Louis & E. Carondelet, in Cents... CL	E. St. Louis & E. Carondelet, in Cents... LCL	St. Louis, Mo., Store Door, in Cents..... LCL
Alcohol, Highwines and Whiskey—in bbls. or kegs....	Any quantity	100 lbs.	..	*8	10
Barrels, empty, returned—all kinds (excepting slack work), including iron oil bbls. and iron oil drums.—Beer	24,000 lbs.	100 lbs.	4	..	..
Beer Kegs, empty, returned	Any quantity	100 lbs.	*4	*4	..
Bottles, empty	30,000 lbs.	100 lbs.	3	..	..
Bottle Carriers, returned—(to Belleville only).....	10,000 lbs.	100 lbs.	4	..	..
Brick, all kinds—(to Belleville only)	40,000 lbs.	100 lbs.	2½	..	..
Brick, all kinds—(from Belleville to E. St. L. depots only) — minimum charge $5 per car.....	Capacity of car.	Ton.	25	..	..
Cement	30,000 lbs.	100 lbs.	3½	..	..
Cinders	20 tons of 2240 lbs.	Ton.	*40	..	..
Clay	40,000 lbs.	100 lbs.	2	..	..
Coal, Bituminous, (see ruling)					
Coal, Blacksmith	40,000 lbs.	100 lbs.	2½	..	..
Coal, Anthracite	15 tons of 2240 lbs.	Ton.	60	..	..
Coke	30,000 lbs.	100 lbs.	2½	..	..
Cullet (Broken Glass).....	30,000 lbs.	100 lbs.	2½	..	..
Engines, Traction	10,000 lbs. ea.	100 lbs.	8	..	..
Fire Clay Blocks.....	30,000 lbs.	100 lbs.	2½	..	..
Flour and Meal, all kinds—in bbls., sacks or drums.....	30,000 lbs.	100 lbs.	4	..	..
Flour and Meal, all kinds—in bbls., sacks or drums.....	2,000 lbs.	100 lbs.	..	*5	..
Fruit Jars, glass—(from Belleville only)	25,000 lbs.	100 lbs.	3	..	..
Granite, Crushed—(does not apply on Marble or Granite blocks)	40,000 lbs.	100 lbs.	2½	..	..
Grain, all kinds	30,000 lbs.	100 lbs.	4	..	..
Gravel, Roofing	40,000 lbs.	100 lbs.	2½	..	..
Highwines, Alcohol and Whiskey—in bbls. or kegs....	Any quantity.	.....	..	*8	10
Ice	30,000 lbs.	.....	*2	..	..
Iron and Steel Articles—Castings, Iron (from Belleville only)	30,000 lbs.	100 lbs.	*3	*4	10

Nail Plate, Iron and Scrap Steel	36,000 lbs.	100 lbs.	2½	..	..
Nails	25,000 lbs.	100 lbs.	2½	*5	..
Pig Iron	17½ tons of 2268 lbs.	Ton.	50	..	..
Pipe, Cast Iron, all kinds	30,000 lbs.	100 lbs.	3	..	..
Rails, R. R., and Track Fastenings—new	20 tons of 2240 lbs.	Ton.	50	..	..
Rails, Old	20 tons of 2240 lbs.	Ton.	40	..	..
Scrap Iron	15 tons of 2240 lbs.	Ton.	40	..	..
Wire	30,000 lbs.	100 lbs.	2½	..	..
Kegs, Empty Nail	12,000 lbs.	100 lbs.	5	..	..
Letter Presses (from Belleville only)		100 lbs.	..	..	12
Live Stock (Horses, Mules, Cattle and Calves—See ruling)		Car.	$10.00	..	..
Live Stock (Hogs and Sheep, single deck—See ruling)		Car.	$10.00	..	..
Lime	30,000 lbs.	100 lbs.	3½	..	..
Lumber, all kinds—(shingles, lath, staves, headings, hoops and hoop poles, mine props, nail keg timber, saw logs, fence posts, wood paving blocks, piling, and telegraph and telephone poles, wood)	30,000 lbs.	100 lbs.	3½	..	..
Melons, in bulk	24,000 lbs.	100 lbs.	4	..	..
Oil, all kinds, in tank cars		Car.	$10.00	..	..
Oil—Coal or Carbon, Benzine, Benzole, Petroleum, Crude Residuum and Lubricating, Naphtha, Gasoline and Turpentine; also Cottonseed, Linseed, Castor and Lard Oil, in wood, iron bbls. or drums—Freight to be charged on actual weight, with a minimum of 400 lbs. per bbl. when in wood		100 lbs.	..	8	10
Pipe, Sewer	25,000 lbs.	100 lbs.	3	..	..
Pots, Glass House	30,000 lbs.	100 lbs.	3	..	..
Pot Shell	26,000 lbs.	100 lbs.	2½	..	..
Sand, all kinds	20 tons of 2000 lbs.	Ton.	*40	..	..
Salt	30,000 lbs.	100 lbs.	3½	..	..
Seed, all kinds, except Garden Seed		100 lbs.	..	8	10
Soda Ash	30,000 lbs.	100 lbs.	3	..	..
Stone (crushed), Rip Rap and Rubble	40,000 lbs.	100 lbs.	2	..	..
Stone—Planed or sawed, dressed or rough dressed, for building purposes. (Does not apply on Marble or Granite Blocks)	40,000 lbs.	100 lbs.	2½	..	..

Stoves and Stove Castings, Stove Furniture, Radiators and Hollowware. Owner's risk. (From Belleville only)		100 lbs.	..	..	10
Tar, Coal. (From Belleville only)	36,000 lbs.	100 lbs.	3	..	..
Whiskey, Alcohol and High-wines—(in bbls. or kegs)	Any quantity	100 lbs.	.. *	*8	..

*Applies between depots at Belleville and East St. Louis only.

RULINGS.

Carload Rates named in this tariff to or from East St. Louis will apply to or from Madison and Granite City, Ill., and Elevators, Mills, Warehouses, Stock Yards, Packing Houses and connecting railroads in East St. Louis, except when otherwise noted.

Switching or Transfer Charges—The receiving line at East St. Louis will pay the switching or transfer charge, except when otherwise noted.

All articles will be charged at gross weight, without regard to weight given by shippers and inserted in bills of lading; except that when an estimated weight is given in the classification, such estimated weight will apply unless the actual weight is greater.

Brick in carloads from Belleville, Ill.—The custom of averaging the weight of shipments of Brick is discontinued. All shipments must be weighed and billed at actual weights.

Store Door Delivery at Belleville will not apply on shipments to and from East St. Louis proper and points reached via East St. Louis.

Gunpowder Shipments—All shipments of Gunpowder or Blasting Powder, in carloads or less than carloads, must be billed at actual weight including the weight of the kegs or jackets. The custom of estimating the weight of packages at the net weight of the powder will be discontinued and actual weight charged.

Crockery and Earthenware—All shipments of Crockery and Earthenware will be billed as provided in Illinois Commissioners' Classification. Consignments of same offered for shipment in less than carloads, and not packed, will not be taken.

Bituminous Coal—The rate on Bituminous Coal from East St. Louis to Belleville will be the same as the rate established by the coal-carrying lines from Belleville to East St. Louis.

Complainant's Exhibit No. 89.

Issue No. A-4379. File No. 33030.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 355, Applying on Coal, Carloads (Minimum 20 ton but not less than marked capacity of the car), from Mobile & Ohio Railroad Stations to Mobile and Ohio Railroad Stations.

Issued July 9th, 1900. Effective at once.

From— Per Ton of 20,000 Pounds.

Coal, Carloads.

To—	Groups. 1	2	3	4	5	6	7	8
East St. Louis, Ill.	35	35	35	35	35	35	35	35
*East Carondelet, Ill.	35	35	35	35	35	35	35	35
Columbia, Ill.	45	45	45	45	45	45	45	45
Waterloo, Ill.	45	45	45	45	45	45	45	45
*Lemens, Ill.	45	45	45	45	45	45	45	45
Burksville, Ill.	45	45	45	45	45	45	45	45
Red Bud, Ill.	45	45	45	45	45	45	45	45
Baldwin, Ill.	..	..	45	..	..	..	..	..
Campbell Hill, Ill.	..	..	..	..	..	..	..	..
Murphysboro, Ill.	..	..	..	..	..	..	..	..
Alto Pass, Ill.	..	..	..	..	..	..	..	..
Etherton, Ill.	..	..	..	..	..	..	..	..
Mountain Glen, Ill.	..	..	..	..	..	..	..	..
Jonesboro, Ill.	..	..	..	..	..	..	..	..
Mill Creek, Ill.	..	..	..	..	..	..	..	..
Elco, Ill.	..	..	..	..	..	..	..	..
Gravel Pit, Ill.	..	..	..	..	..	..	..	..
Sandusky, Ill.	..	..	..	..	..	..	..	..
Hodges Park, Ill.	..	..	..	..	..	..	..	..
Beech Ridge, Ill.	..	..	..	..	..	..	..	..

From—	Per Ton of 20,000 Pounds. Coal, Carloads. Groups.						
To—	9	10	11	12	13	14	15
East St. Louis, Ill.	35	35	52½	52½	52	..	52
*East Carondelet, Ill.	35	35	52½	52½	52	..	52
Columbia, Ill.	45	45	62½	62½	62	62	62
Waterloo, Ill.	45	45	62½	62½	62	62	62
*Lemens, Ill.	45	45	62½	62½	62	62	62
Burksville, Ill.	45	45	62½	62½	62	62	62
Red Bud, Ill.	45	45	62½	62½	62	62	62
Baldwin, Ill.	..	..	62½	62½	62	62	62
Campbell Hill, Ill.	..	25	30	..	..	..	..
Murphysboro, Ill.	..	..	a35	..	..	..	..
Alto Pass, Ill.	..	..	50	50	50	50	50
Etherton, Ill.	..	..	35	35	..	..	..
Mountain Glen, Ill.	..	..	50	50	50	50	50
Jonesboro, Ill.	..	..	50	50	50	50	50
Mill Creek, Ill.	..	..	65	65	65	65	65
Elco, Ill.	..	..	65	65	65	65	65
Gravel Pit, Ill.	..	--	65	..	..	..	65
Sandusky, Ill.	..	..	65	65	65	65	65
Hodges Park, Ill.	..	..	m65	65	65	65	65
Beech Ridge, Ill.	..	..	65	65	65	65	65

Group 1—Millstadt, Ill.
Group 2—Boyds, Ill.
Group 3—Sparta, Ill.
Group 4—Eden, Ill.
Group 5—Roseborough, Ill.
Group 6—Randolph, Ill.
Group 7—Percy, Ill.
Group 8—Goldsby, Ill.
Group 9—Maguire, Ill.
Group 10—Willis, Ill.
Group 11—Bryden, Ill.
Group 12—Sato, Ill.
Group 13—Gartside, Ill.
Group 14—Poole, Ill.
Group 15—Murphysboro, Ill.
*—Prepay Station.
a—Applies only on slack.

The above cancels Tariffs Nos. 84, 114, 124, 130½, 130-A, 131, 165, 193, 198-A, 202-F, 203-F, 137½, 213, 223, 224, 245, 247, 249, 251, 294, 319, 312.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M.
Haiden Miller, G. F. A.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 90.

Issue No. A-36536. File No. 104852.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 551. (Cancels Freight Tariff No. 476.) Applying on Coal, Carloads, from Mobile & Ohio Mines in Illinois to East St. Louis and East Carondelet, Ill.

Issued Jan. 31st, 1905. Effective at once.

Per ton of 20,000 *Pounds.—Coal, Carloads.*

(Minimum Weight See Note.)

To East St. Louis, Ill., East Carondelet, Ill., from Bryden, Ill.; Murphysboro, Ill., 57½.

To East St. Louis Ill., East Carondelet, Ill., from Willisville, Ill.; Coalby Mine, Ill.; Boyd Mine, Ill.; Sparta, Ill.; Percy, Ill.; Randolph, Ill., 40.

Note—Minimum Weight—Cars to be loaded to their full carrying capacity, but not exceeding 10 per cent over the marked capacity. Track scale weights at point of shipment or first weighing point beyond will be charged for.

In the absence of scale weights, assess freight charges to marked capacity of the car.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 91.

Issue No. A-21989. File No. 76300.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 476. (Cancel Freight Tariff No. 471), Applying on Coal, Carloads (Minimum Weight see below), from Mobile & Ohio Railroad Stations in Illinois to E. St. Louis and E. Carondelet, Illinois.

Issued Jan. 3rd, 1903. Effective Jan. 10, 1903.

Per Ton of 20,000 *Pounds.—Coal, Carloads, Minimum Weight See Below.*

To E. St. Louis, Ill., E. Carondelet, Ill., from Bryden, Ill.; Murphysboro, Ill., 57½. (See Note 1.)

To E. St. Louis, Ill., E. Carondelet, Ill., from Millstadt, Ill.; Willis Mine, Ill.; Goalsby Mine, Ill.; Boyd's Mine, Ill.; Sparta, Ill.; Percy, Ill.; Eden Mine, Ill.; Randolph Mine, Ill., 40.

Minimum Weight.

Cars to be loaded to their full capacity, but not exceeding 10 per cent over the marked capacity. Track scale weights at point of shipment or first weighing point beyond will be charged for.

In the absence of scale weights, assess freight charges at marked capacity of the car.

Note 1.—On coal from mines on M. & O. R. R. from which the rate is 57½ cts. per ton to E. St. Louis, the M. & O. will when necessary to meet competition of other lines, absorb out of the rate a switching charge of not exceeding 10 cts. per ton. This will be absorbed only on Coal consigned to an industry located upon a line that also originates coal and could make delivery without any switching expense (as in the case of industries located on the Southern Railway) but does not cover industries that are located on the Terminal R. R. Assn.,

Wiggins Ferry Co., or on the tracks of any lines that are not coal carrying roads.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 92.

Issue No. A-35512. File No. 99559.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 1 to Freight Tariff No. 476, Applying on Coal, Carloads, from Mobile and Ohio Railroad Stations in Illinois, to East St. Louis and East Carondelet, Ill.

Issued Dec. 13th, 1904. Effective at once.

Refer to the above mentioned Tariff and cancel the rates shown therein from Millstadt, Ill., account of mine being closed down permanently.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No 93.

Issue No. 21321. File No. 71305.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 471. (Cancels Freight Tariff No. 401). Applying on Coal, Carloads, (Min. Wt. see below), from Mobile & Ohio Railroad Stations in Illinois to E. St. Louis and E. Carondelet, Ill.

Issued Nov. 25th, 1902. Effective at once.

Per Ton 2000 *Pounds.—Coal, Carloads, Minimum Weight See Below.*

To E. St. Louis, Ill., E. Carondelet, Ill., from Bryden, Ill., Murphysboro, Ill., 47½. (See Note 1.)

To E. St. Louis, Ill., E. Carondelet, Ill., from Millstadt, Ill.; Willis Mine, Ill.; Boyd's Mine, Ill.; Goalsby Mine, Ill.; Sparta, Ill.; Percy, Ill.; Eden Mine, Ill.; Randolph Mine, Ill., 30.

Minimum Weight.

Cars to be loaded to their full carrying capacity but not exceeding 10 per cent over the marked capacity. Track scales weights at point of shipment or first weighing point beyond will be charged for.

In the absence of scale weights assess freight charges at marked capacity of car.

Note 1.—On coal from mines on M. & O. R. R. from which the rate is 47½ cents per ton to East St. Louis the M. & O. will when necessary to meet competition of other lines, absorb out of the rates a switching charge of not exceeding 10 cents per ton. This will be absorbed only on Coal consigned to an industry located upon a line that also originated Coal and could make delivery without any switching expense (as in the case of industries located on the Southern Railway) but does not cover industries that are located on the Terminal R. R. Ass'n, the Wiggins Ferry Co., or on the tracks of any lines that are not coal carrying roads.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 94.

Issue No. A-9759. File No. 5078.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 401 (Cancels Tariff No. 358), Applying on Coal, Carloads (Minimum Wt. see Below),

from Mobile & Ohio Railroad Stations in Illinois to E. St. Louis and E. Carondelet, Ill.
Issued March 18th, 1901. Effective March 20th, 1901. 1901.

In Cents Per Ton 2000 Pounds.—Coal, Carloads, Minimum Weight See Below.

To E. St. Louis, Ill., E. Carondelet, Ill., from Bryden, Ill.; Oraville, Ill.; Murphysboro, Ill.; Gartside, Ill., 47½.

To E. St. Louis, Ill., E. Carondelet, Ill., from Millstadt, Ill.; Willis Mine, Ill.; Goalsby Mine, Ill.; Boyd's Mine, Ill.; Sparta, Ill.; Little Muddy Mine, Ill.; Percy, Ill.; Rosborough, Ill.; Eden Mine, Ill.; Randolph, Ill., 30.

Minimum Weight.

The Minimum Weight on Coal, C. L., will be 20 tons except when loaded in cars of 60,000 pounds capacity, the minimum in such cases to be 55,000 pounds; when loaded in M. & O. cars numbering from 13,000 to 13,199, the minimum to be 70,000 pounds; when loaded in cars numbering 13200 to 13499 inclusive, the minimum carload will be 80,000 pounds. In no case must be loaded in excess of 10 per cent over their marked capacity.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo

Complainant's Exhibit No. 95.

Issue No. A-16952. File No. 57779.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 1 to Freight Tariff No. 401, applying on Coal, Carloads, from Mines on the Mobile and Ohio Railroad.

Issued April 14th, 1902. Effective at once.

Please correct carload minimum on coal to read as follows:

Cars to be loaded to their full capacity, but not exceeding 10 per cent over the marked capacity. Track scale weights at points of shipment or first weighing point beyond will be charged for.

In the absence of scale weights assess freight charges at marked capacity of car.

J. T. Poe, G. T. M., Mobile Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 96.

Issue No. A-17529. File No. 65064.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 2 to Freight Tariff No. 401, applying on Coal from Mobile & Ohio Mines to East St. Louis and East Carondelet, Ill.

Issued May 13th, 1902. Effective at once.

On coal from mines on the M. & O. R. R. from which the rate is 47½ cents per ton, to East St. Louis the M. & O. will when necessary to meet the competition of other lines, absorb out of the rates a switching charge of not exceeding 10 cents per ton. This will be absorbed only on coal consigned to an industry located upon a line that also originates coal and could make delivery without any switching expense, (as in the case of industries located on the Southern Ry.) but does not cover industries that are located on the Terminal R. R. Ass'n., Wiggins Ferry Co., or on the tracks of any lines that are not coal carrying roads.

Supplements No. 1 and 2 include all changes.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 97.

Issue No. A-4580. File No. 33030.

MOBILE & OHIO RAILROAD COMPANY.
General Freight Department.

Freight Tariff No. 358, applying on Coal, Carloads, (Carload minimum 20 tons, except when loaded in cars of 60,000 pounds capacity, in which case the minimum will be 55,000 lbs.), from Mobile & Ohio Railroad Stations in Illinois to E. St. Louis and E. Carondelet, Ill.

Issued July 18th, 1900. Effective at once.

In Cents Per Ton of 20,000 *Pounds.*

Coal, Carloads Minimum, See Above.

To E. St. Louis, Ill., East Carondelet, Ill., from Sato, Ill., Bryden, Ill., Gartside, Ill., Murphysboro, Ill., 52½c.

To E. St. Louis, Ill., East Carondelet, Ill., from Millstadt, Ill., Willis Mine, Ill., Goalsby Mine, Ill., Boyds Mine, Ill., Sparta, Ill., Maguires Mine, Ill., Percy, Ill., Rosborough, Ill., Eden Mine, Ill., Randolph Mine, Ill., 35c.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 98.

Issue No. A-5126. File No. 31673.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 1 to Freight Tariff No. 358, applying on Coal, Carloads, between M. & O. R. R. Points in Illinois.

Issued Aug. 15th, 1900. Effective at once.

The minimum weight on Coal, Carload, will be 20 tons except when loaded in cars of 60,000 pounds capacity, the minimum in such cases to be 55,000 pounds; when loaded in M. & O. R. R. cars numbered from 13,000 to 13199 the minimum to be 70,000 lbs., when loaded in cars numbered 13200 to 13499 inclusive the minimum carload will be 80,000 pounds. In no case must cars be loaded in excess of 10 per cent of their marked capacity.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 99.

Issue No. A-4578. File No. 33030.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 1 to Freight Tariff No. 355, applying on Coal, Carloads, between Mobile & Ohio Railroad Stations in Illinois.
Issued July 18th, 1900. Effective at once.

Cancellation Notice.

Please refer to above numbered Tariff and note that the same is hereby canceled.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 100.

Issue No. 5126. File No. 31673.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Supplement No. 2 to Freight Tariff No. 355, applying on Coal, Carloads, between M. & O. R. R. Points in Illinois.

Issued Aug. 15th, 1900. Effective at once.

The minimum weight on coal, carloads, will be 20 tons except when loaded in cars of 60,000 pounds capacity, the minimum in such cases to be 55,000 pounds, when loaded in M. & O. R. R. cars numbered from 13,000 to 13199 the minimum to be 70,000 pounds, when loaded in cars numbered 13200 to 13499 inclusive the minimum carload will be 80,000 pounds. In no case must cars be loaded in excess of 10 per cent of their marked capacity.

J. T. Poe, G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 101.

Issue No. A-948. File No. 24700.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 312, (Cancels Freight Tariff No. 302), applying on Coal, Carloads, from Mobile & Ohio Railroad Stations in Illinois to East St. Louis and East Carondelet, Ill.

Issued Feb. 9th, 1900. Effective at once.

Per Ton of 2,000 *Pounds.—Coal, Carloads.*

To East St. Louis, East Carondelet, Ill., from Sato, Bryden, Gartside, Murphysboro, Ill., 52½ cents.

To East St. Louis, East Carondelet, Ill., from Millstadt, Willis Mine, Goalby's Mine, Boyds Mine, Sparta, Maguires Mine, Percy, Roseborough, Eden Mine, Randolph Mine, Ill., 35 cents.

Carload minimum 20 tons except when loaded in cars of 60,000 pounds capacity, in which case the minimum will be 55,000 pounds.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 102.

Issue No. A-265. File No. 24700.

MOBILE & OHIO RAILWAY COMPANY.

General Freight Department.

Freight Tariff No. 302, (Cancels Freight Tariffs No. 202-F and 203-F), applying on Coal, Carloads, from Mobile & Ohio Railroad Stations in Illinois to East St. Louis and East Carondelet, Ills.
Issued Jan. 15th, 1900. Effective March 1st, 1900.

Per Ton of 2,000 *Pounds.—Coal, Carloads.*

To East St. Louis, East Carondelet, Ill., from Bryden, Gartside, Murphysboro, Ill., 57½ cents.
To East St. Louis, East Carondelet, Ill., from Millstadt, Willis Mine, Goalby Mine, Boyds Mine, Sparta, Maguires Mine, Percy, Roseborough, Eden Mine, Randolph Mine, Ills., 40 cents.
Carload minimum 20 tons, except when loaded in cars of 60,000 pounds capacity, in which case the minimum will be 55,000 lbs.

J. T. Poe, G. T. M., Mobile, Ala.
C. W. Gibson, A. G. T. M., Mobile, Ala.
Haiden Miller, G. F. A., St. Louis, Mo.
J. M. Denyven, A. G. F. A., St. Louis, Mo.

Complainant's Exhibit No. 103.

Rct. 2375. Pro. No. 21232.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 202-F (Cancels Freight Tariff No. 202-E).
Issued July 23rd, 1898. Effective August 1st, 1898.

Coal, Carloads.

(Carloads, minimum 20 tons, except when loaded in cars of 60,000 pounds capacity, in which case the minimum will be 55,000 pounds).

From Sato, Bryden, Gartside and Murphysboro, Ill., to East St. Louis, and East Carondelet, Ill., viz: 52½ cents per ton of 2,000 pounds.

J. T. Poe, Gen. Frt. Agt., St. Louis, Mo.
J. M. Denyven, Ass't Gen. Frt. Agt., St. Louis, Mo.

Complainant's Exhibit No. 104.

Rct. 2676. Pro. 21232.

MOBILE & OHIO RAILROAD COMPANY.

General Freight Department.

Freight Tariff No. 203-F, (Cancels Freight Tariff No. 203-E).

Issued July 23rd, 1898. Effective Aug. 1st, 1898.

Coal, Carloads.

(Carloads minimum 20 tons, except when loaded in cars of 60,000 lbs. capacity, in which case the capacity will be 55,000 lbs).

From Millstadt, Willis Mine, Goalby Mine, Boyds Mine, Sparta, Maguires Mine, Percy, Roseborough, Eden Mine and Randolph Mine, Ill., to East St. Louis and East Carondelet, Ill., viz.: 35 cents per ton of 2,000 pounds.

J. T. Poe, Gen. Frt. Agt., St. Louis, Mo.
J. M. Denyven, Ass't Gen. Frt. Agt., St. Louis, Mo.

Complainant's Exhibit No. 105.

125. File No. 8791.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

And Leased Operated and Independent Lines, (Illinois Division), and Coal Belt Railway; Chicago & Alton Railway.

Joint Freight Tariff C. & A. No.-- Coal Belt Ry. No-- St. L. I. M. & S. No. 1. S. 12468, applying on Soft Coal, Carloads. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 Pounds.

From Harrison and Murphysboro, Ill., to Chicago, Ill., rate 95 cents. (Via E. St. Louis, Ill.)

From Bush, Herrin and Zeigler, Ill., to Chicago, Ill., rate $1.00. (Via E. St. Louis, Ill.)

From East Carterville and Pollard, Ill., to Chicago, Ill., rate $1.00. (Via E. St. Louis, Ill.)

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective October 12th, 1904.

F. A. Wann, G. F. A., C. & A. Ry., Chicago, Ill.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

J. B. Russell, T. M., Coal Belt Ry., Chicago, Ill.

St. Louis, Mo., October 12th, 1904.

125. File No. 8791.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway, Chicago & Alton Railway.

Amendment No. 1 to Joint Freight Tariff C. & A. No.__ Coal Belt Ry. No.__, St. L. I. M. & S. No. 1. S. 12468, applying on Soft Coal, Carloads. Minimum weight 40,000 Pounds, unless marked capacity of car is less, in which case assess marked capacity.

From Chicago, Ill., (Via E. St. Louis, Ill.)

Effective November 14th, 1904.

Refer to above Tariff and cancel same. No through rates in effect via this route.

F. A. Wann, G. F. A., C. & A. Ry., Chicago, Ill.

J. B. Russell, T. M., Coal Belt Ry., Chicago, Ill.

J. C. Lincoln, G. F. A., Mo. Pac. Ry. Co.; St. L., I. M. & Co. Ry. Co. and leased, operated and independent lines, St. Louis, Mo.

St. Louis, Mo., November 11th, 1904.

100. File No. 8791.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway, Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff C. & A. No.__, St. L., I. M. & S. No. 1. S. 12468, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 *Pounds.*

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C—Through.

To Chicago, Ill., from—	A	B	C
Harrison, Ill.	33.3	61.7	.95
Murphysboro, Ill.	33.3	61.7	.95
Bush, Ill.	35	65	$1.00
Herrin, Ill.	35	65	1.00
Zeigler, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

Effective October 12th, 1904.
J. C. Lincoln, Gen .Frt. Agt., St. Louis, Mo.
St. Louis, Mo., October 10th, 1904.

100. File No. 8791.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway; Chicago & Alton Railway.

Division Sheet No. 2 to Joint Freight Tariff C. & A. No.—, Coal Belt Ry. No.—, St. L., I. M. & S. No. I.S. 12468, applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago, Ill.

(Basis for Subdivision of Proportion South of East St. Louis, Ill.)

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Railway 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective October 12th, 1904.
J. C. Lincoln, Gen. Frt. Agt., St. Louis, Mo.
St. Louis, Mo., October 8th, 1904.

Complainant's Exhibit No. 106.

125. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway; Chicago & Alton Railway.

Joint Freight Tariff C. & A. No.—, Coal Belt Ry. No.—, St. L., I. M. & S. No. S-2558, applying on Soft Coal, Carloads. Minimum weights 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to Chicago, Ill., rate 95 cents. (Via East St. Louis, Ill.)

From Bush, Herrin and Ziegler, Ill., to Chicago, Ill., rate $1.00. (Via East St. Louis, Ill.)

From East Carterville and Pollard, Ill., to Chicago, Ill., $1.00. (Via East St. Louis, Ill.)

(Here follows the Clause regarding the Responsibility of Company.)

Effective January 4th, 1905.

C. A. King, A. G. F. A., C. & A. Ry., Chicago, Ill.
J. B. Russell, T. M., Coal Belt Ry., Chicago, Ill.
J. C. Lincoln, General Frt. Agent, St. Louis, Mo.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway; Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff C. & A. No.__, St. L., I. M. & S. No. S-2558, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 *Pounds.*

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C—Through.

To Chicago, Ill., from—	A	B	C
Harrison, Ill.	33.3	61.7	.95
Murphysboro, Ill.	33.3	61.7	.95
Bush, Ill.	35	65	$1.00
Herrin, Ill.	35	65	1.00
Ziegler, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The C. & A. to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective January 4th, 1905.

J. C. Lincoln, Gen. Frt. Agt., St. Louis, Mo.

St. Louis, Mo., January 4th, 1905.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway; Chicago & Alton Railway.

Division Sheet No. 2 to Joint Freight Tariff C. & A. No.__, Coal Belt Line No.__, St. L., I. M. & S. No. S-2558, applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on the Coal Belt Railway to Chicago, Ill.

Basis for Subdivision of Proportion South of East St. Louis.

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Railway 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective January 4th, 1905.

J. C. Lincoln, Gen. Frt. Agent, St. Louis, Mo.

St. Louis, Mo., January 4th, 1905.

Complainant's Exhibit No. 107.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Joint Freight Tariff Coal Belt G. F. D. No. 79, C. & A. No.__, St. L., I. M. & S. No. S-2558-A, (Cancels S-2558), applying on Soft Coal, Carloads. Minimum weights 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 Pounds.

From Harrison and Murphysboro, Ill., to Chicago, Ill., rate 95 cents. (Via East St. Louis, Ill.)

From Bush, Herrin, Ziegler, Ill., to Chicago, Ill., rate $1.00. (Via East St. Louis, Ill.)

From East Carterville and Pollard, Ill., to Chicago, Ill., rate $1.00. (Via East St. Louis, Ill.)

(Here follows the Clause relative to Responsibility of Company.)

Effective February 1st, 1905.

C. A. King, A. G. F. A., C. & A. Ry., Chicago, Ill.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.

J. C. Lincoln, General Frt. Agent, St. Louis, Mo.

St. Louis, Mo., February 16th, 1905.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt C. F. D. No. 79, St. L. I. M. & S. No. S-2558-A, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 Pounds.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C—Through.

To Chicago, Ill., from—	A	B	C
Harrison, Ill.,	33.3	61.7	.95
Murphysboro, Ill.	33.3	61.7	.95
Bush, Ill.	35	65	$1.00
Herrin, Ill.	35	65	1.00
Ziegler, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The C. & A. to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective February 1st, 1905.

J. C. Lincoln, General Frt. Agent, St. Louis, Mo.

St. Louis, Mo., February 16th, 1905.

No. F-507.

COAL BELT RAILWAY CO.

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines, (Illinois Division), and Chicago & Alton Railway.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 79, C. & A. No. . ., St. L., I. M. & S. No. S-2558-A, applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on the Coal Belt Railway, to Chicago, Illinois.

Basis for Subdivision of Proportion South of East St. Louis.

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Railway 5¼ cents per ton, Minimum of two dollars ($2.00) per car.

Effective February 1st, 1903.

J. C. Lincoln, General Frt. Agent, St. Louis, Mo.

St. Louis, Mo., February 16th, 1905.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Division Sheet No. 3, (Cancels Division Sheet No. 1), to Joint Freight Tariff Coal Belt G. F. D. No. 79, St. L., I. M. & S. No. S-2558-A, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 Pounds.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C—Through.

To Chicago, Ill., from—	A	B	C
Harrison, Ill.	30	65	.95
Murphysboro, Ill.	30	65	.95
Bush, Ill.	35	65	$1.00
Herrin, Ill.	35	65	1.00
Ziegler, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The C. & A. to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective (Retroactive to (February 1st, 1905.

J. C. Lincoln, General Frt. Agent, St. Louis, Mo.
St. Louis, Mo., February 17th, 1905.

Complainant's Exhibit No. 108.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines. (Illinois Division.) And Coal Belt Railway Co., Chicago & Alton Railway. Joint Freight Tariff. Coal Belt G. F. D. No. 79-A. (Cancels G. F. D. No. 79); C. & A. No. —; St. L. I. M. & S. No. S-2558-B. (Cancels S-2558-A), Applying on Soft Coal, Carloads.

Minimum weights 40,000 lbs. Unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2000 Pounds.

From Harrison, Ill.; Murphysboro, Ill., Bush, Ill.; Herrin, Ill., Ziegler, Ill., to Chicago, Ill. Rate, $1.00. (Via East St. Louis, Illinois.)

From East Carterville, Ill.; Pollard Ill., to Chicago, Ill. Rate $1.00. (Via East St. Louis, Ill.)

(Here follows the clause relative to responsibility of company.)

Effective May 14, 1905.

C. A. King, A. G. F. A., C. & A. Ry., Chicago, Ill.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.

St. Louis, Mo., May 5th, 1905.

J. C. Lincoln,
General Freight Agent, St. Louis, Mo.

100. Auth'y No. F-507.

S. LOUIS, IRON MOUNTAIN & SOUTHERN RY. CO.

And Leased Operated and Independent Lines. (Illinois Division), and Coal Belt Railway Co., Chicago & Alton Railway. Division Sheet No. 1, to Joint Freight Tariff. Coal Belt C. F. D. No. 79-A. St. L. I. M. & S. No. S-2558-B, Applying on Soft Coal, Carloads (Minimum Weight as Per Tariff).

In Cents per Ton of 2,000 Pounds.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C—Through.

To Chicago, Ill., from—	A	B	C
Harrison, Ill.	35	65	$1.00
Murphysboro, Ill.	35	65	1.00
Bush, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Ziegler, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The C. & A. to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective May 14th, 1905.

J. C. Lincoln,
General Freight Agt., St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

100. Auth'y No. F-507.

COAL BELT RAILWAY CO.

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines (Illinois Division) and Chicago & Alton Railway. Division Sheet No. 2, to Joint Freight Tariff. Coal Belt G. F. D. No. 79-A. C. & A. No. —. St. L. I. M. & S. No. S-2558-B, Applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on the Coal Belt Railway, to Chicago, Illinois.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville, Ill., Pollard, Ill.

Divisions—Allow the Coal Belt Railway 5¼ cents per ton, Minimum of Two Dollars ($2.00) per car.

Effective May 14th, 1905.

J. C. Lincoln,
General Freight Agt., St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

Complainant's Exhibit No. 109.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines. (Illinois Division.) And Coal Belt Railway Company, Chicago & Alton Railway. Division Sheet No. 1. To Joint Freight Tariff. Coal Belt G. F. D. No. 79-B. St. L. I. M. & S. No. S-2558-C, Applying on Soft Coal and Unwashed Coal Screenings, C. L. (Minimum Weight as per Tariff.)

In Cents Per Ton of 2000 Pounds.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton, beyond.
C. Through.

To
Chicago and Joliet, Ill.,

From	A	B	C
Harrison, Ill.	*33.3	*61.7	*$0.95
Murphysboro, Ill.	*33.3	*61.7	* .95
Bush, Ill.	*33.3	*61.7	* .95
Herrin, Ill.	35	65	1.00
Ziegler, Ill.	35	65	1.00
East Carterville, Ill.	*33.3	*61.7	* .95
Pollard, Ill.	35	65	1.00

*—Applies on unwashed Coal Screenings only.

The C. & A. R'y to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective June 12th, 1905.

St. Louis, Mo., June 8, 1905.

J. C. Lincoln,
General Freight Agt., St. Louis, Mo.

Auth'y No. F-507.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Company, and Leased, Operated and Independent Lines. (Illinois Division.) And Chicago & Alton Railway. Division Sheet No. 2. To Joint Freight Tariff. Coal Belt G. F. D. No. 79-B. C. & A. No. —. St. L. I. M. & S. No. S-2558-C, Applying on Soft Coal and Unwashed Coal Screenings, C. L., from Illinois Division Mines and Stations on the Coal Belt Ry., to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville, Ill.; Pollard, Ill.

Divisions—Allow the Coal Belt Ry. 5¼ cents per ton, Minimum of Two Dollars ($2.00) per car.

Effective June 12th, 1905.

J. C. Lincoln,
General Freight Agt., St. Louis, Mo.

St. Louis, Mo., June 8th, 1905.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY,

And Leased, Operated and Independent Lines. (Illinois Division.) And Coal Belt Railway Company, Chicago & Alton Railway. Division Sheet No. 3. (Cancels Division Sheet No. 1.) To Joint Freight Tariff. Coal Belt G. F. D. No. 79-B. St. L. I. M. & S. No. S-2558-C, Applying on Soft Coal and Unwashed Coal Screenings, C. L. (Minimum Weight as per Tariff.)

In Cents Per Ton of 2000 *Pounds.*

A—St. L. I. M. & Southren Ry. to East St. Louis, Ill.
B—Chicago & Alton Ry., beyond
C—Through.

From	To Chicago and Joliet, Ill., A	B	C
Harrison, Ill.	*33.3	*61.7	*$0.95
Murphysboro, Ill.	*33.3	*61.7	* .95
Bush, Ill.	..	..	1.00
Herrin, Ill.	35	65	...
Ziegler, Ill.	35	65	...
East Carterville, Ill.	*33.3	*61.7	* .95
Pollard, Ill.	35	65	1.00

*—Applies on Unwashed Coal Screenings, only.

The Chicago & Alton Railway to assume switching at East St. Louis, not in excess of $1.50 per car, the St. L. I. M. & S. Ry. remainder.

Effective June 12th, 1905.

J. C. Lincoln,
General Freight Agent, St. Louis, Mo.

St. Louis, Mo., July 11th, 1905.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Joint Freight Tariff Coal Belt G. F. D. No. 79-B, (Cancels G. F. D. No. 79-A), St. L., I. M. & S., No. S-2558-C, (Cancels No. S-2558-B), applying on Soft Coal and Unwashed Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of Car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Ziegler, Ill., to Chicago and Joliet, Ill., (See Note), *$1.00. (Via East St. Louis, Ill.)

From East Carterville and Pollard, Ill., to Chicago, Ill., and Jolliet, Ill., (See Note 2.) rate $1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed Coal Screenings, 95 cents per ton of 2,000 pounds.

(Here follows the Clause relative to Responsibility of Company.)

Effective June 12th, 1905.

C. A. King, A. G. F. A., C. & A. Ry., Chicago, Ill.
J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.
J. C. Lincoln, General Freight Agent, St. Louis, Mo.

Complainant's Exhibit No. 110.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Joint Freight Tariff Coal Belt G. F. D. No. 79-E, (Cancels G. F. D. No. 79-D), St. Louis I. M. & S. No. S-2558-F, (Cancels No. S-2558-E), applying on Soft Coal, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Clifford, Herrin, Ziegler Junction, Ill., to Chicago and Joliet, Ill., (See Note,) rate $1.00. (Via East St. Louis, Ill.)

From E. Carterville and Pollard, Ill., to Chicago and Joliet, Ill., (See Note), rate $1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

(Here follows the Clause relative to Responsibility of Company.)

Effective April 1st, 1906.

C. A. King, G. F. A., C. & A. R. R., Chicago, Ill.

W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo.

Issued by E. B. Lane, Ass't General Freight Agent, St. Louis, Mo.

St. Louis, Mo., March 22nd, 1906.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Co.; Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 79-E, St. L., I. M. & S., No. S-2558-F, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 Pounds.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton Railroad, beyond.
C. Through.

To Chicago and

Joliet, Ill., from—	A	B	C
Harrison, Ill.	35	65	$1.00
Murphysboro, Ill.	35	65	1.00
Bush, Ill.	35	65	1.00
Clifford, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Ziegler Junction, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The Chicago & Alton Railroad to assume switching at East St. Louis not in excess of $1.50 per car. The St. L., I. M. & S. Ry. the remainder.

Effective April 1st, 1906.

Issued by—

E. B. Lane, Ass't Gen'l Frt. Agent, St. Louis, Mo.

St. Louis, Mo., March 22nd, 1906.

100. Authority No. F.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Company, and leased, operated and independent lines, (Illinois Division), and Chicago & Alton Railroad. Division Sheet No. 2, to Joint Freight Tariff. Coal Belt G. F. D. No. 79-E. C. & A. No. ---- St. L., I. M. & S. No. S. 2558-F, applying on soft coal, carloads from Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Joliet, Illinois.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville, Ill., to Pollard, Ill.

Division.—Allow the Coal Belt Railway 5 1-4c per ton, minimum of two dollars ($2.00) per car.

Effective April 1st, 1906.

Issued by,
E. B. Lane, Assistant General Freight Agent, St. Louis, Mo.
St. Louis, Mo., March 21st, 1906.

Complainant's Exhibit No. 111.

125. Authority No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois division), and Chicago, Ziegler & Gulf Railway. Coal Belt Railway. In connection with Chicago & Alton Railroad. Joint Freight Tariff. C. B., G. F. D., No. 79-G. (Cancels No. 79-F.) C. & A. No. ____ C. & A. No._____ St. L., I. M. & St., No. S-2558-H. (Cancels Nos. 2558-G and 2738-B.)
Applying on soft coal, carloads, (Minimum weights see below.)

In Dollars Per Ton of 2,000 *Pounds.*

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler (C. Z. & G. Ry.) and Ziegler Junction, Ill., to Chicago and Joliet, Ill., (Note—Will not apply to intermediate points), rate $1.00. (Via East St. Louis, Ill.)

In coal cars.

Lump, mine run, slack or screenings, marked capacity of car.

Pea, nut and egg,, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 lbs.

In box or stock cars of marked capacity of 60,000 lbs., or less minimum will be marked capacity of car.

In box or stock cars of marked capacity of over 60,000 lbs. and not over 36 feet in length, 60,000 lbs.

In box or stock cars of marked capacity of over 60,000 lbs., and over 36 feet in length, 70,000 lbs., but not in excess of marked capacity of car.

(Here follows clause relative to responsibility of Company.)

Effective July 2nd, 1906.

C. A. King, G. F. A., C. & A. R. R., Chicago, Ill.
G. F. Nevins, T. M., C. Z. & G. Ry., Chicago, Ill.
W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.

Issued by,

A. T. Stewart, Assistant General Freight Agent, St. Louis, Mo.

St. Louis, Mo., June, 27th, 1906.

125. Auth'y No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO.

And Leased, Operated and Independent Lines. (Illinois Division.) And Chicago, Ziegler & Gulf Railway, Coal Belt Railway, Herrin & Johnston City Railway in connection with Chicago & Alton Railroad.

Amendment No. 1 to Joint Freight Tariff, Cb. G. F. D. No. 79-G, C. & A. No. —, C. Z. & G. No. —, St. L. I. M. & S. No. S-2558-H, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Bush, Clifford, East Carterville, Harrison, Herrin, Johnston City, Murphysboro, Pollard, Ziegler and Ziegler Junction Ill., to Chicago and Joliet, Ill.

Effective October 2nd, 1906.

Refer to above named tariff and add Johnston City, Ill., same rate as apply from Pollard, Ill., also add Herrin & Johnston City Railway as party to Tariff.

Issued by

A. T. Stewart,
Ass't Gen'l Freight Agent, St. Louis, Mo.

St. Louis, October 8th, 1906.

100. Auth'y No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines. (Illinois Division.) Coal Belt Railway Company, Chi-

Cago & Alton Railroad, Chicago, Ziegler & Gulf Railway.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 79-G., St. L. I. M. & S. No. S-2558-H, Applying on Soft Coal, Carloads. (Minimum Weight as per Tariff.)

In Dollars and Cents Per Ton of 2000 *Lbs.*

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton R. R. beyond.
C. Through.

To Chicago and Joliet, Ill., From	A	B	C
Bush, Ill.	35	65	$1.00
Clifford, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Harrison, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Murphysboro, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00
Ziegler (C. Z. & G. Ry.), Ill.	35	65	1.00
Ziegler Jct., Ill.	35	65	1.00

The Chicago & Alton Railroad to assume switching at East St. Louis, not in excess of $1.50 per car, the St. L. I. M. & S. Ry., the remainder.

Effective July 2nd, 1906.

Issued by

A. T. Stewart,
Ass't Gen'l Freight Agent, St. Louis, Mo.

St. Louis, Mo., June 27, 1906.

50. Auth'y No. F-3951.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines. (Illinois Division.) And Chicago & Alton R. R. Division Sheet No. 2 To Joint Freight Tariff Coal

Belt G. F. D. No. 79-G, C. & A. No. —, St. L. I. M. & S., No. S-2558-H, Applying On Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt and Chicago, Ziegler & Gulf Ry., to Chicago and Joliet, Illinois.

Basis for Subdivision of proportion south of East St. Louis.

From East Carterville, Ill.; Pollard, Ill.

Divisions—Allow the Coal Belt Ry. 5¼ cents per ton, Minimum of Two Dollars ($2.00) per car.

Effective July 2nd, 1906.

Issued by A. T. Stewart,
Ass't Gen'l Freight Agent, St. Louis, Mo.

St. Louis, Mo., June 27th, 1906.

50. Auth'y No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines. (Illinois Division.) And Chicago, Ziegler & Gulf Ry., Chicago & Alton Railroad.

Division Sheet No. 3 to Joint Freight Tariff, C. Z. & G. No. —, C. & A. No. —, St. L. I. M. & S. No. S-2558-H, Applying on Soft Coal, Carloads. (Minimum Weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt and Chicago, Ziegler & Gulf Rys. to Chicago and Joliet, Illinois. (Via Ziegler Junction and E. St. Louis, Ill.)

Basis for Subdivision of Proportion South of East St Louis, Ill.

Chicago, Ziegler & Gulf R'y	St. L. I. M. & S. Ry.
To	
Ziegler Junction, Ill.	Beyond.
$1.00 per car	Balance.

Effective July 2nd, 1906.

Issued by A. T. Stewart,
Ass't Gen'l Freight Agent, St. Louis, Mo.

St. Louis, Mo., June 27th, 1906.

50. Authority No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Herrin and Johnston City Railway.

Division Sheet No. 4 to Joint Freight Tariff, H. & J. C. Ry. No. .., St. L. I. M. & S. No. S-2558-H, applying on Soft Coal Carloads, (Minimum Weight as per Tariff), from Mines located on the Herrin & Johnston City Railway to Chicago and Joliet, Ill.

Basis for subdivision of proportion South of East St. Louis.

From Johnston City, Ill., and mines located on the Herrin & Johnston City Ry.

Division—Allow the Herrin & Johnston City Ry, 5¼ cents per ton Minimum of Two Dollars ($2.00) per car. (Via Herrin, Ill.)

Effective October 2nd, 1906.

Issued by:

A. T. Stewart, Ass't Gen'l Freight Agent, St. Louis, Mo.

St. Louis, Mo., October 9th, 1906.

50. Authority No. F-4770.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway, in Connection with Chicago & Alton Railway.

Division Sheet No. 5 (Cancels Division Sheet No. 2), to Joint Freight Tariff Coal Belt G. F. D., No. 79-G, C. & A. No. .., St. L. I. M. & S No. S-2558-H, applying on Soft Coal, Carloads (Minimum Weight as per Tariff) from Illinois Division Mines and Stations on the Coal Belt and Chicago, Zeigler & Gulf Ry., to Chicago and Joliet, Ill.

Basis for Subdivision of Proportion South of East St. Louis.

From East Carterville, Pollard, Ill.

Divisions—Allow the Coal Belt Ry. Seven (7) Cents per ton Minimum of Two Dollars ($2.00) per car.

Effective November 6th, 1906.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo. St. Louis, Mo., December 21st, 1906.

Complainant's Exhibit No. 112.

200. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

And Leased, Operated and Independent Lines, (Illinois Division), Coal Belt Railway and Chicago, Zeigler & Gulf Railway, Herrin & Johnston City Railway, in connection with Chicago & Alton Railroad.

Joint Freight Tariff C. B. Ry., G. F. S. No. 79-H., C. & A., No. .., St. L. I. M. & S. No. S-2558-J, (Cancels No. 79-G), C. Z. & G. No. .., (Cancels No. S-2558-H), Applying on Soft Coal, Carloads, (Minimum Weight see below.)

In Dollars and Cents per ton of 2,000 *Pounds.*

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler, (C. Z. & G. Ry.), Zeigler Junction, to Chicago, Joliet, Ill. (Note: Will not apply to intermediate points), rate $1.10. (Via E. St. Louis, Ill.)

In coal cars, Lump, Mine Run, Slack or Screenings, marked capacity of car; Pea, Nut and Egg, 4,000 lbs., less than marked capacity of car, but in no case less than 40,000 pounds.

In box or stock cars, of marked capacity of 60,000 lbs., or less, minimum will be marked capacity of car.

In box or stock cars, of marked capacity over 60,000 lbs., and not over 36 feet in length 60,000 lbs.

In box or stock cars, of marked capacity over 60,000 lbs., and over 36 feet in length 70,000 lbs., but not in excess of marked capacity of car.

Storage and Demurrage Charges.—Rates shown herein will be subject to rules and regulations provided in Tariff No. 5688 (I. C. C. No. 9934.)

Issued February 21st, 1907, Effective April 1st, 1907.

Issued by:

W. D. Hurlbut, G. F. A., St. L. I. M. & S. Ry. Co., and Leased, Operated and Independent Lines, St. Louis, Mo.

C. A. King, G. F. A., C. & A. R. R., Chicago, Ill.

W. B. Clark, T. M., C. Z. & G. Ry., Chicago, Ill.

W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.

200. Authority No. F-5203.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway; Herrin & Johnston City Railway, in connection with Amendment No. 1 to Joint Freight Tariff C. B. Ry., G. F. D., No. 79-H., C. & A., No. .., St. L. I. M. & S., No. S-2558-J, C. Z. & G., No. .., applying on Soft Coal, Carloads, from Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler, and Zeigler Jct., Ill., to Chicago and Joliet, Ill.

Issued March 20th, 1907, Effective March 15th, 1907.

Refer to above named tariff and add the following item:

"Owner's Risks.—Rates named in Tariff will apply on shipments at owner's risk of carriage, loss of weight, etc., as set forth in Rule 4 of Western Classification No. 41 or subsequent issues. Shipments not so released will be charged 120 per cent of rate provided for shipments released as above."

C. C. P. Rausch, Ass't Gen'l Freight Agent, St. Louis, Mo.

125. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Herrin & Johnston City Railway; Chicago, Zeigler & Gulf Railway, in connection with Chicago & Alton Railroad.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt, G. F. D., No. 79-H; St. L. I. M. & S. No. S-2558-J, applying on Soft Coal, Carloads, (Minimum Weight as per Tariff,)

In Dollars and Cents per ton 2,000 Lbs.

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton R. R., beyond.
C. Through.

To Chicago and Joliet, Ill., from—	A	B	C
Bush, Ill	38.5	71.5	$1.10
Clifford, Ill.	38.5	71.5	1.10
East Carterville, Ill.	38.5	71.5	1.10
Harrison, Ill.	38.5	71.5	1.10
Herrin, Ill.	38.5	71.5	1.10
Murphysboro, Ill.	38.5	71.5	1.10
Pollard, Ill.	38.5	71.5	1.10
Zeigler, (C. Z. & G. Ry.), Ill.	38.5	71.5	1.10
Zeigler Jct., Ill.	38.5	71.5	1.10

The Chicago & Alton Railroad to assume switching at East St. Louis, not in excess of $1.50 per car, the St. L. I. M. & S. Ry. the remainder.

Issued February 21st, 1907; Effective April 1st, 1907.
W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority N. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois

Division), and Coal Belt Railway, Division Sheet No. 2 to Joint Freight Tariff. Coal Belt G. F. D. No. 79-H. St. L., I. M. & S. No. S-2558-J, applying on soft coal, carloads. (Minimum weight as per tariff from Illinois Division mines and stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railways to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville and Pollard, Ill.

Divisions.—Allow the Coal Belt Ry. seven and seven-tenths (7.7) cents per ton minimum of two dollars ($2.00) per car.

Issued February 21st, 1907. Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Chicago, Zeigler & Gulf Ry. Herrin & Johnston City Railway.

Division Sheet No. 3 to Joint Freight Tariff. C., Z. & G. No._____. St. L., I. M. & S. No. S-2558-J.

Applying on soft coal, carloads. (Minimum weight as per tariff) from Illinois division mines and stations on the Coal Belt Chicago, Zeigler & Gulf and Herrin & Johnston City Railway to Chicago and Joliet, Ill. (Via Zeigler Junction and East St. Louis, Ill.)

Basis for subdivision of proportion south of East St. Louis, Ill.

Chicago, Zeigler & Gulf Ry., to Zeigler Junction, Ill., $1.00 per car.

St. L., I. M. & S. Ry., beyond, balance.

Issued February 21st, 1907. Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Herrin & Johnston City Railway.

Division Sheet No. 4 to Joint Freight Tariff. H. & J. C. Ry. No. ____. St. L., I. M. & S. No. S-2558-J, applying on soft coal, carloads, (minimum weight as per tariff) from Illinois division mines and stations on the Coal Belt, Chicago, Zeigler & Gulf, Herrin & Johnston City Railways, to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis.

From Johnston City, Ill., and mines located on the Herrin & Johnston City Ry.

Divisions.—Allow the Herrin & Johnston City Ry. five and seven-tenths (5.7) cents per ton minimum of two dollars ($2.00) per car.

Via Herrin, Ill.

Issued February 22nd, 1907. Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

Complainant's Exhibit No. 113.

200. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines, (Illinois Division) and Coal Belt Railway and Chicago, Zeigler & Gulf Railway. Herrin & Johnston City Railway.

In connection with Chicago & Alton Railroad. Freight Tariff of Joint Rates. Coal Belt G. F. D. No. 79-J. (Cancels No. 79-H.) C. Z. G. No. ____ H. & J. C. No.____. St. L., I. M. & S. Ry. No. S-2558-K. (Cancels No. S-2558-J.)

Applying on soft coal, carloads. (Minimum weight see below.)

Per ton of 2,000 *Pounds.*

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler, C. Z. & G. Ry., and Zeigler Junction, Ill., to Chicago and Joliet, Ill. Note.—Will not apply to intermediate points. Rate $1.00. (Via East St. Louis, Ill.)

In coal cars, lump mine, run, slack or screenings, marked capacity of car, pea, nut and egg, 4,000 lbs., less than marked capacity of car, but in no case less than 40,000 lbs.

In box or stock cars, of marked capacity of 60,000 lbs., or less minimum will be marked capacity of car.

In box or stock cars, of marked capacity over 60,000 lbs., and not over 36 feet in length 60,000 lbs.

In box or stock cars, of marked capacity over 60,000 lbs., and over 36 feet in length 70,000 lbs., but not in excess of marked capacity of car.

"Owner's Risk.—Rates named in tariff will apply on shipments at owner's risk of carriage, loss of weight, etc., as set forth in Rule 4 of Western Classification No. 42 or subsequent issues. Shipments not so released will be charged 120 per cent of rate provided for shipments released as above."

Storage and Demurrage Charges.—Rates shown herein will be subject to rules and regulation provided in tariff No. 5688-A (I. C. C. No. 9959.)

Issued April 12th, 1907. Effective April 1st, 1907.

(Authority. Wire 4-12-'07. from E. A. Moseley, Sec. I. C. C.)

Issued by:

C. C. P. Rausch, A. G. F. A., St. L., I. M. & S. Ry., Co. and leased, operated and independent lines, St. Louis, Mo.

C. A. King, G. F. A., C. & A. R. R., Chicago, Ill.

W. B. Clark, T. M., C. Z. & G. Ry., Chicago, Ill.

W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.

125. Authority No. F-5150.

ST. LOUIS IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company; Herrin & Johnston City Railway; Chicago, Zeigler & Gulf Railway, in connection with Chicago & Alton Railroad.

Division Sheet No. 1 Freight Tariff of Joint Rates, Coal Belt, G. F. D., No. 79-J, St. L. I. M. & S., No. S-2558-K, applying on Soft Coal, Carloads, (Minimum Weight as per Tariff.)

On Dollars and Cents per Ton of 2,000 *Pounds.*

A—St. L. I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago & Alton R. R., beyond.
C—Through.

To Chicago and Joliet, Ill., from—	A	B	C
Bush, Ill.	35	65	$1.00
Clifford, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Harrison, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Murphysboro, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00
Zeigler, (C. Z. & G. Ry.) Ill.	35	65	1.00
Zeigler Junction, Ill.	35	65	1.00

The Chicago & Alton R. R. to assume switching at E. St. Louis, Ill., not in excess of $1.50 per car, the St. L. I. M. & S. Ry. the remainder.

Issued April 19th, 1907; Effective April 1st, 1907.

C. C. P. Rausch, Asst. Gen'l. Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Coal Belt Railroad.

Division Sheet No. 2, to Freight Tariff of Joint Rates, Coal Belt, G. F. D., No. 79-J; St. L. I. M. & S., No. S-2558-K, applying on Soft Coal, Carloads, (Minimum Weight as per Tariff), from Illinois Division Mines and Stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railways to Chicago and Joliet, Ill.

Basis for Subdivision of Proportion South of East St. Louis.

From East Carterville, Pollard, Ill.

Divisions—Allow the Coal Belt Ry. Seven (7) Cents per ton Min. of Two Dollars ($2.00) per car.

Issued April 18th, 1907; Effective April 1st, 1907.

C. C. P. Rausch, Ass't. Gen'l. Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Chicago, Zeigler & Gulf Ry.; Herrin & Johnston City Railway.

Division Sheet No. 3 to Freight Tariff of Joint Rates, C. Z. & G., No. . . , St. L. I. M. & S., No. S-2558-K, applying on Soft Coal, Carloads (Minimum Weight as per Tariff) from Illinois Division Mines and Stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railway, to Chicago and Joliet, Illinois, (Via Zeigler Junction and E. St. Louis, Ill.)

Basis for Subdivision of Proportion South of East St. Louis, Ill.

Chicago, Zeigler & Gulf Ry. to Zeigler Junction, Ill., $1.00 per car; St. L. I. M. & S. Ry. Beyond, Balance.

Issued April 18th, 1907; Effective April 1st, 1907.

C. C. P. Rausch, Ass't. Gen'l. Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division)and Herrin & Johnston City Ry.

Division Sheet No. 4, to Freight Tariff of Joint Rates, H. & J. C., No. . ., St. L. I. M. & S., No. S-2558-K, applying on Soft Coal, Carloads (Minimum Weight as per Tariff) from Illinois Division Mines and Stations on the Coal Belt, Chicago, Zeigler & Gulf; Herrin & Johnston City Railways, to Chicago and Joliet, Ill.

Basis for Subdivision of Proportion South of East St. Louis.

From Johnston City, Ill., and Mines located on the Herrin & Johnston City Ry.

Divisions—Allow the Herrin & Johnston City Ry. Five and one-fourth (5¼) cents per ton Minimum of Two Dollars ($2.00) per car. (Via Herrin, Ill.)

Issued April 18th, 1907; Effective April 1st, 1907.

C. C. P. Rausch, Ass't. Gen'l. Freight Agent, St. Louis, Mo.

No. F-5150.

Complainant's Exhibit No. 114.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division) and Coal Belt Railway, Chicago, Zeigler & Gulf Railway, Herrin & Johnston City Railway, in connection with Wabash Railroad.

Joint Freight Tariff. C. B. G. F. D. No. 81-J. (Cancels No. 81-H.) Wabash No. _____. C. Z. & G. No. ____ St. L., I. M. & S. No. 1 S-12096-K. (Cancels No. 1 S-12096-J.)

Applying on soft coal. carloads. (Minimum weight, see below.)

In Dollars and Cents per Ton of 2,000 Pounds.

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler, C. Z. & G. Ry., and Zeigler Junction to Chicago and Essex, Ill. Note. —Will not apply to intermediate points. Rate $1.10.

(Via E. St. Louis, Ill.)

Minimum weight.

In coal cars, lump, mine run, slack or screenings, marked capacity of car. Pea, nut and egg, 4,000 lbs., less than marked capacity of car, but in no case less than 40,000 pounds.

In box or stock cars, of marked capacity of 60,000 lbs., or less minimum will be marked capacity of car.

In box or stock cars, of marked capacity over 60,000 lbs., and not over 36 feet in length 60,000 pounds.

In box or stock cars, of marked capacity over 60,000 lbs., and over 36 feet in length 70,000 lbs., but not in excess of marked capacity of car.

Storage and Demurrage Charges.—Rates shown herein will be subject to rules and regulations provided in tariff No. 5688, (I. C. C. No. 9934.)

Issued February 21st, 1907. Effective April 1st, 1907.

Issued by,

W. D. Hurlbut, G. F. A., St. L., I. M. & S. Ry. Co., and leased, operated and independent lines, St. Louis, Mo.

W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.

F. A. Barber, Ch. of T. B. Wabash R. R., St. Louis Mo.

W. B. Clark, T. M., C. Z. & G. Ry., Chicago, Ill.

200. Authority No. F-5203.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Coal Belt Railway, Chicago, Zeigler & Gulf Railway, Herrin & Johnston City Railway, In connection with Wabash Railroad.

Amendment No. 1 to Joint Freight Tariff. C. B. G. F. D. No. 81-J. Wabash No. ____ C. Z. & G. No. _____. St. L., I. M .& S. No. 1 S-12096-K.

Applying on soft coal, carloads, from Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard and Zeigler Junction, Ill., to Chicago and Essex, Illinois.

Issued March 20th, 1907. Effective April 15th, 1907.

Refer to above named tariff and add the following item:

Owner's Risk.—Rates named in tariff will apply on shipments at Owner's Risk of carriage, loss of weight, etc., as set forth in Rule 4 of Western Classification No. 41 or subsequent issues. Shipments not so released will be charged 120 per cent of rate provided for shipments released as above.

C. C. P. Rausch, Assistant General Freight Agent, St. Louis, Mo.

Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division and Coal Belt Railway, Herrin & Johnston City Railway, Chicago, Zeigler & Gulf Railway, in connection with Wabash railroad.

Division Sheet No. 1. to Joint Freight Tariff. Coal Belt G. F. D. No. 81-J, St. L., I. M. & S. No. 1. S-12096-K. Applying on soft coal, carloads. (Minimum weight as per tariff, from Illinois division mines stations on the Coal Belt and Chicago, Zeigler & Gulf and Herrin

and Johnston City Railways to Chicago and Essex, Ill. (Vja E. St. Louis, Ill.)

Rates named in tariff will divide on the following basis.

Route.—St. L., I. M. & S. Ry., (Illinois Division. Percentages.—35.

Route.—Wabash Railroad. Percentages.—65.

The St. L., I. M. & S. Ry. will assume the terminal switching at East St. Louis, Ill., not to exceed $3.00 per car and the Wabash Railroad will assume all terminal switching incurred at Chicago, Ill.

Issued February 22d, 1907. Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines, (Illinois Division) and Coal Belt Railway.

Division Sheet No. 2, to Joint Freight Tariff, Coal Belt, G. F. D., No. 81-J; St. L. I. M. & S., No. 1, S-12096-K, applying on Soft Coal, Carloads, (Minimum Weight as per Tariff), from Illinois Division Mines and Stations on the Coal Belt; Herrin & Johnston City and Chicago, Zeigler & Gulf Railways, to Chicago and Essex, Illinois.

Basis for Subdivision of Proportion South of East St. Louis, Ill.

From East Carterville, Pollard, Ill.

Divisions—Allow the Coal Belt Ry. Seven and seven-tenths (7.7) Cents per ton Min. of Two Dollars ($2.00) per car.

Issued February 21st, 1907; Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Chicago, Zeigler & Gulf Railway.

Division Sheet No. 3, to Joint Freight Tariff, C. Z. & G., No. . . ; St. L. I. M. & S., No. 1, S-12096-K, applying on Soft Coal, Carloads, (Minimum Weight as per Tariff), from Illinois Division Mines and Stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railways, to Chicago and Essex, Illinois. (Via Zeigler Junction and East St. Louis, Ill.)

Basis for Subdivision of Proportion South of East St. Louis, Ill.

Chicago, Zeigler & Gulf Railway to Zeigler Junction, Ill., $1.00 per car.

St. Louis, Iron Mountain & Sou. Ry. Beyond, Balance.

Issued February 21st, 1907; Effective April 1st, 1907.

W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Herrin & Johnston City Railway.

Division Sheet No. 4, to Joint Freight Tariff, H. & J. C. Ry., No. . . ; St. L. I. M. & S., No. 1 S-12096-K, applying on Soft Coal, Carloads (Minimum Weight as per Tariff), from Illinois Division Mines and Stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railways, to Chicago and Essex, Ill.

Basis for Subdivision of Proportion South of East St. Louis, Ill.

From Johnston City, Ill., and Mines located on the Herrin & Johnston City Ry.

Divisions—Allow the Herria & Johnston City Ry. Five and seven-tenths (5.7) cents per ton Minimum of Two Dollars ($2.00)per car. (Via Herrin, Ill.)

Issued February 28th, 1907; Effective April 1st, 1907. W. D. Hurlbut, General Freight Agent, St. Louis, Mo.

Complainant's Exhibit No. 115.

200. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Coal Belt Railway, Chicago, Zeigler & Gulf Railway. Herrin & Johnston City Railway, in connection with Wabash Railroad.

Freight tariff of Joint Rates. Coal Belt G. F. D. No. 81-K. (Cancels G. F. D. No. 81-J.) C. Z. & G. No. ____ H. & J. C. No. _____. St. L., I. M. & S. No. 1 S-12096-L. (Cancels No. 1 S-12096-K.) Applying on soft coal, carloads. (Minimum weight see below.)

Per Ton of 2,000 *Pounds.*

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Zeigler (C. Z & G. Ry.) and Zeigler Junction, Ill., to Chicago and Essex, Ill. Note.—Will not apply to intermediate points. Rate.—$1.00.

(Via E. St. Louis, Ill.) Minimum weight.

In coal cars, lump mine run, slack or screenings, marked capacity of car. Pea, nut, and egg, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 pounds.

In box or stock cars, of marked capacity of 60,000 lbs., less minimum will be marked capacity of car.

In box or stock cars, of marked capacity over 60,000 lbs., and not over 36 feet in length 60,000 pounds.

In box or stock cars of marked capacity over 60,000 lbs., and over 36 feet in length 70,000 lbs., but not in excess of marked capacity of car.

Owner's risk.—Rates named in tariff will apply on shipments at owner's risk of carriage, loss of weight, etc., as set forth in rule 4 of Western Classification No. 42 or subsequent issues. Shipments not so released will be charged 120 per cent of rate provided for shipments released as above.

Storage and Demurrage Charges.—Rates shown herein will be subject to rules and regulations provided in tariff No. 5688-A. (I. C. C. No. 9959.)

Issued April 15th, 1907. Effective April 1st, 1907.

Authority by wire, April 12th, 1907 from E. A. Moseley, Secretary I. C. C.

Issued by:

C. C. P. Rausch, A. G. F. A., St. L., I. M. & S. Ry. Co. and leased, operated and independent lines, St. Louis, Mo.

W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.

F. A. Barber, Ch. of T. B. Wabash R. R., St. Louis, Mo.

W. B. Clark, T. M., C. Z. & G. Ry., Chicago, Ill.

150. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Coal Belt Railway. Herrin & Johnston City Railway. Chicago, Zeigler & Gulf Railway, in connection with Wabash Railroad.

Division Sheet No. 1 to Freight Tariff of joint rates. Coal Belt G. F. D., No. 81-K. St. L., I. M. & S. No. 1 S-12096-L. Applying on soft coal, carloads. (Minimum weight as per tariff), from Illinois division mines stations on the Coal Belt & Chicago, Zeigler & Gulf and Herrin & Johnston City Railways, to Chicago and Essex, Ill. (Via E. St. Louis, Ill.)

Rates named in tariff will divide on the following basis:

Route.—St. L., I. M. & S. Ry. (Illinois Division). Percentages.—35.

Route.—Wabash Railroad. Percentages.—65.

The St. L., I. M. & S. Ry. will assume the terminal switching at E. St. Louis, Ill., not to exceed $3.00 per car, and the Wabash Railroad will assume all terminal switching incurred at Chicago, Ill.

Issued April 19th, 1907. Effective April 1st, 1907.

C. C. P. Rausch, Assistant General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division) and Coal Belt Railway.

Division Sheet No. 2, to Freight Tariff of Joint Rates. Coal Belt G. F. D. No. 81-K. St. L., I. M. & S. No. 1 S-12096-L, applying on soft coal, carloads. (Minimum weight as per tariff), from Illinois division mines and stations on the Coal Belt, Herrin & Johnston City and Chicago Zeigler & Gulf Railways, to Chicago and Essex, Ill.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville and Pollard, Ill.

Divisions.—Allow the Coal Belt Ry. seven (7) cents per ton, minimum of two dollars ($2.00) per car.

Issued April 19th, 1907. Effective April 1st, 1907.

C. C. P. Rausch, Assistant General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines (Illinois Division), and Chicago, Zeigler & Gulf Railway.

Division Sheet No. 3, to Freight Tariff of Joint Rates. C. Z. & G. No. ____ St. L., I. M. & S. No. 1. S-12096-L., applying on soft coal, carloads. (Minimum weight as per tariff, from Illinois division mines and

stations on the Coal Belt, Chicago, Zeigler & Gulf and Herrin & Johnston City Railways, to Chicago and Essex, Illinois. (Via Zeigler Junction and East St. Louis, Ill.)

Basis for subdivision of proportion south of East St. Louis, Ill.

Chicago, Zeigler & Gulf Ry. to Zeigler Junction, Ill., $1.00 per car.

St. Louis, Iron Mountain & Southern Ry., beyond, balance.

Issued April 18th, 1907. Effective April 1st, 1907. C. C. P. Rausch, Assistant General Freight Agent, St. Louis, Mo.

50. Authority No. F-5150.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

And leased, operated and independent lines (Illinois Division) and Herrin & Johnston City Railway.

Division Sheet No. 4, to Freight Tariff of Joint Rates. H. & J. C. Ry. No._____. St. L., I. M. & S. No. 1 S-12096-L. Applying on soft coal, carloads. (Minimum weight as per tariff), from Illinois division mines and stations on the Coal Belt, Chicago, Zeigler and Gulf, and Herrin & Johnston City Railways to Chicago and Essex, Ill.

Basis for subdivision of Proportion south of E. St. Louis, Mo.

From Johnston City, Ill., and mines located on the Herrin & Johnston City Ry.

Divisions.—Allow the Herrin & Johnston City Ry. five (5) cents per ton minimum of two dollars ($2.00) per car.

Issued April 19th, 1907. Effective April 1st, 1907. C. C. P. Rausch, Assistant General Freight Agent, St. Louis, Ill.

Complainant's Exhibit No. 116.

125. Authority No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division) and Chicago, Zeigler & Gulf Ry. Wabash Railroad.

Joint Freight Tariff. C. Z. & G. No. -- Wabash No. -- St. L., I. M. & S. No. S-2735. Applying on soft coal and unwashed nut, pea, slack and coal screenings, C. L.

(Minimum weight 40,000 pounds, unless marked capacity of car is less; in which case assess marked capacity.)

In Cents per Ton of 2,000 *Pounds.*

From Zeigler, Ill., to Chicago and Essex, Ill., (See note), rate $1.15. (Via Zeigler Junction and East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

Unwashed nut, pea, slack and coal screenings $1.10 per ton of two thousand (2,000) pounds.

(Here follows the clause relative to responsibility of company.)

Effective September 26th, 1905.

S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

(Former Tariff No. 1 S-12096-F.)

St. Louis, Mo., Sept. 21st, 1905.

125. Authority No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division) and Chicago, Zeigler & Gulf Railway. Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff. C. Z. & G. No. ____ Wabash No. _____ St. L., I. M. & S. No. S-2735. Applying on soft coal and unwashed nut, pea, slack and coal screenings, carloads. (Minimum weight as per tariff), from Zeigler, Ill., to Chicago and Essex, Ill. (Via Zeigler Junction, and East St. Louis, Ill.)

Rates named in tariff will divide on the following basis:

To Zeigler Junction, Ill., 15 cents per ton, 2,000 lbs. Balance St. L., I. M. & S. Ry. (Ill. Div.), 30 per cent. Wabash, 70 per cent. Through tariff.

The Wabash R. R. to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective Sept. 26th, 1905.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., September 21st, 1905.

Complainant's Exhibit No. 117.

50. File No. 76.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division) Joint Freight Tariff No. S-2425. Applying on soft coal, carloads.

Minimum weight 40,000 pounds, unless marked capacity of car is less. In which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to East St. Louis, Ill. Rate 57½c.

From Bush, Herrin and Zeigler, Ill to East St. Louis, Ill. Rate 62½c.

(Here follows the clause relative to responsibility of Company.)

Effective May 24th, 1904.

St. Louis, Mo., May 20th, 1904.

Issued by:

J.C. Lincoln, General Freight Agent, St. Louis, Mo.

100. File No. 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), Coal Belt Railway.

Joint Freight Tariff. Coal Belt Ry. Co. No. ---- Mo. Pac. No. S-2425-A. (Cancels No. S-2425.)

Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to East St. Louis, Ill. Rate 57½c.

From Bush, Herrin, Zeigler, East Carterville and Pollard, Ill., to East St. Louis, Ill. Rate 62½c.

Issued by:

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

(Here follows the clause relative to responsibility of Company.)

Effective August 1st, 1904.

St. Louis, Mo., July 26th, 1904.

J. B. Russell, T. M., Coal Belt Railway, Chicago, Ill.

75. File No. 6695.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt, Railway. Joint Freight Tariff. Coal Belt Ry. No. ---- St. L., I. M. & S. No. 2425-B. (Cancels No. S-2425-A.)

Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to East St. Louis, Ill., and directly intermediate points. Rate, 57½c.

From Bush, Herrin, Zeigler, East Carterville and Pollard, Ill., to East St. Louis, Ill., and directly intermediate points. Rate, 62½c.

(Here follows the clause relative to responsibility of Company.)

Effective September 26th, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

J. B. Russell, T. M., Coal Belt Railway, Chicago, Ill.

St. Louis, Mo., Sept. 26th, 1904.

75. Authority No. D-913.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt Ry. Co. Joint Freight Tariff. Coal Belt Ry. No. G. F. D. 76. St. L., I. M. & S. No. S-2425-C. (Cancels No. S-2425-B.)

Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to East St. Louis, Ill., and directly intermediate points. Rate, 57½c.

From Bush, Herrin, Zeigler, East Carterville and Pollard, Ill., to East St. Louis, Ill., and directly intermediate points. Rate, 62½c.

(Here follows the clause relative to responsibility of Company.)

Effective February 1st, 1905.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

J. C. Lincoln, G. F. A., Coal Belt Railway, St. Louis, Mo.

St. Louis, Mo., Feb. 16, 1905.

125. Authority No. F-913.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Coal Belt Railway.

Joint Freight Tariff. Coal Belt G. F. D. No. 76-A. (Cancels G. F. D. No. 76.) St. L., I. M. & S. No. S-2425-D. (Cancels No. S-2425-C.) Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, East Carterville and Pollard ,Ill., to East St. Louis, Ill. Rate 40.

(Here follows the clause relative to responsibility of Company.)

Effective May 1st, 1905.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

J. C. Lincoln, G. F. A., Coal Belt Railway, St. Louis, Mo.

St. Louis, Mo., April 28th, 1905.

125. Authority No. F-913.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt Railway.

Joint Freight Tariff. Coal Belt G. F. D. No. 76-B. (Cancels G. F. D. No. 76-A.) St. L., I. M. & S. No. S-2425-E. (Cancels No. S-2425-D.) Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, East Carterville and Pollard, Ill., to East St. Louis, Ill. Rate 35c.

(Here follows the clause relative to responsibility of Company.)

Effective June 20th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Railway, St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., June 24th, 1905.

(On this tariff is written in pencil "S-2624-A, June 25-'06."

The Missouri Pacific Railway Company. St. Louis, Iron Mountain & Southern Railway Co., and leased operated and independent lines.

125. Authority No. F-913.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt Railway.

Joint Freight Tariff. Coal Belt G. F. D. No. 101. St. L., I. M. & S. No. S-2624. Applying on soft coal, carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, East Carterville and Pollard, Ill., to Bixby, Ill., and directly intermediate points. Rate 35c.

(Here follows the clause relative to responsibility of Company.)

Effective May 1st, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., April 28th, 1905.

300. Authority No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt Railway. Chicago, Zeigler & Gulf Railway.

Joint Freight Tariff. Coal Belt Ry. G. F. D. No. 101-A. (Cancels G. F. D. No. 76-A-101.) St. L., I. M. & S. Ry. No. S-2624-A. (Cancels Nos. S-2425-E and S-2624.) Applying on bituminous coal.

(Carload minimum weight 20 net tons, or marked capacity of car if less.)

In Cents per Ton of 2,000 *Pounds.*

From Murphysboro, Ill., to East St. Louis, Ill. Rate, 52½c.

From Bush, Clifford, Zeigler Junction, Herrin, Pollard and Carterville, Ill., to East St. Louis, and Bixby, Ill., and points on St. L., I. M. & S. intermediate points. Rate 55c.

From Zeigler, (C. Z. & G. Ry.), Ill., to East St. Louis and Bixby, Ill. Rate, 55c.

(Here follows the clause relative to responsibility of Company.

Effective June 25, 1906.

Issued by,

A. T. Stewart, Assistant G. F. A., St. L., I. M. & S. Ry., leased, operated and independent lines, St. Louis, Mo.

W. C. Stith, Frt. Traf. Manager, Coal Belt Ry., St. Louis, Mo.

Geo. F. Nevins, Traffic Manager, C. Z. & G. Ry., Chicago, Ill.

St. Louis, Mo., June 9, 1906.

250. Authority No. F-5185.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division.) And Coal Belt Railway. Chicago, Zeigler & Gulf Railway. Herrin & Johnston City Railway. Wiggins Ferry Company.

Joint Freight Tariff. Coal Belt G. F. D. No. 101-E. (Cancels G. F. D. No. 101-D.) St. L., I. M. & S. No. S-2624-E. (Cancels No. S-2624-D.) Applying on bituminous coal.

(Carload minimum weight 20 net tons or marked capacity of car if less.)

In Cents per Ton of 2,000 *Pounds.*

To	From	Rate.
	Bush, Ill.	57
	Royalton, Ill.	57
	Clifford, Ill.	57
	Harrison, Ill.	54½
*East St. Louis, Ill	Herrin, Ill.	57
Bixby, Ill., and points on the St. Louis, Iron Mountain & Southern Ry. Intermediate.	Murphysboro, Ill.	54½
	Zeigler Jct., Ill.	57
	Carterville, Ill.	57
	Pollard, Ill.	57
	Johnston City, Ill., and mines located on the Herrin and Johnston City Ry.	57
	Zeigler (C. Z. and G. Ry.), Ill	57

*Will also apply to the Jumbo tracks of the Wiggins Ferry Co.

Storage and Demurrage Charges.—Rates shown herein will be subject to rules and regulations provided in tariff No. 5688-A. (I. C. C. No. 9959.)

Issued March 1st, 1907. Effective April 8th, 1907.

Issued by,

W. D. Hurlbut, G. F. A., St. L., I. M. & S. Ry. Co., and leased, operated and independent lines, St. Louis, Mo.

W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo.

W. B. Clark, T. M., C. Z. & G. Ry., Chicago, Ill.

Complainant's Exhibit No. 118.

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY.

Peoria and Eastern Ry. Dayton and Union R. R. Cincinnati Northern Railroad. Freight Traffic Department, Tariff Bureau, in connection with Chicago and Eastern Illinois Railroad.

Coal Tariff No. C. A. 684 (Corrected.) Cancels C. A. ---- 684.)

Issued July 25, 1903. Effective at once, on bituminous coal, carloads.

(Minimum weight as per coal circular No. 9, I. C. C. 1532.)

From Harrisburg, Ill., to Chicago, Ill. Rate $1.15 per ton of 2,000 lbs. Via Danville.

"Rate includes delivery to connecting lines in Chicago, but no portion of such connecting line's local switching."

Issued by,

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry., System, Cincinnati, Ohio.

Walter Nichols, D. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

B-25077 Pt. 2.

(Stamped, "Canceled by Sup. 1. Date Dec. 20, 1906.")

Complainant's Exhibit No. 119.

THE CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY.

Peoria and Eastern Ry. Dayton and Union R. R. Cincinnati Northern Railroad. Freight traffic Department, Tariff Bureau, in connection with Chicago and Eastern Illinois Railroad.

Coal Tariff No. C. A. 684.

Issued July 9, 1903. Effective at once.

On bituminous coal, carloads. (Minimum weight as per coal circular No. 9, I. C. C. 1532, from Harrisburg, Ill., to Chicago, Ill. Rate $1.15 per ton of 2,000 lbs. Via Danville.

Issued by,

C. J. Brister, A. G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Walter Nichols, D. F. A., C. C. C. & St. L. Ry., St. Louis, Mo.

G. H. Ingalls, G. F. A., C. C. C. & St. L. Ry. System, Cincinnati, Ohio.

Complainant's Exhibit No. 120.

Rates on bituminous coal, carloads, in dollars and cents per ton of 2,000 lbs.

To East St. Louis, Ill. From January 1, 1900, to December 31, 1904.

From
Belleville, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Jan. 4, 1903, inclusive, Coal Tariff No. 225, $0.30.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive, Sup. No. 7 to Coal Tariff No. 225, $0.40.

From Feb. 20, 1903, to Dec. 31, 1904, inclusive, Sup. No. 8 to Coal Tariff No. 225, $0.40.

From
Bloomington, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $1.13.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $1.13.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.13.

From Aug. 16, 1902, to Dec. 31, 1904, inclusive, Coal Tariff No. 225, $1.128.

From
Carterville, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive Tariff No. A-389, $0.575.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 105, $0.475.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.525.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.525.

From Aug. 16, 1902, to Jan. 4, 1903, inclusive, Coal Tariff No. 225, $0.525.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive, Sup. No. 7 to Coal Tariff No. 225, $0.625.

From Feb. 20, 1903, to Dec. 31, 1904, Inc. Sup. No. 8 to Coal Tariff No. 225, $0.625.

From
Centralia, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $1.02.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $1.02.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.02.

From Aug. 16, 1902, to Dec. 31, 1904, inclusive, Coal Tariff No. 225, $1.014.

From
Coulterville, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From No. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
DeSoto, Ill.

From Jan. 1, 1900 to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $0.97.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $0.97.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.97.

From Aug. 16, 1902 to Oct. 22, 1903, inclusive, Coal Tariff No. 225, $0.968.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467,, $0.525.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.525.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.525.

From
Divernon, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $0.97.

From Feb. 1, 1900, to June 30, 1900, inclusive, Coal Tariff No. 9, $0.97.

From July 1, 1900, to Dec. 31, 1900, inclusive, 1900, Coal Billing Order No. 157, $0.35.

From Jan. 1, 1901, to March 7, 1901, inclusive, 1901, Coal Billing Order No. 45, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475. $0.40.

From
DuQuoin, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.425.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 101, $0.325.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.375.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.375.

From Aug. 16, 1902, to Jan. 4, 1903, inclusive, Coal Tariff No. 225, $0.375.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive, Sup. No. 7 to Coal Tariff No. 225, $0.475.

From Feb. 20, 1903, to Dec. 31, 1904, inclusive, Sup. 8 to Coal Tariff No. 225, $0.475.

From
Eldorado, Ill.

(Mines not in operation prior to January 16, 1904.)

From Jan. 16, 1904, to March 20, 1904, inclusive, Sup. No. 14 to Coal Tariff No. 225, $0.677

From March 21, 1904, to Dec. 31, 1904, inclusive, Coal Tariff No. 9, $1.05.

From
Freeburg, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
Galatia, Ill.

(Mine not in operation prior to December 30, 1902.)

From Dec. 30, 1902, to Jan. 4, 1903, inclusive, Sup. No. 6 to Coal Tariff No. 225, $0.575.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive, Sup. No. 7 to Coal Tariff No. 225, $0.675.

From Feb. 20, 1903, to Dec. 31, 1904, inclusive, Sup. No. 8 to Coal Tariff No. 225, $0.675.

From
Glen Carbon, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Jan. 4, 1903, inclusive, Coal Tariff No. 225, $0.30.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive Sup. No. 7 to Coal Tariff No. 225, $0.40.

From Feb. 20, 1903, to Dec. 31, 1904, inclusive Sup. No. 8 to Coal Tariff No. 225. $0.40.

From
Hallidayboro, Ill.

From Jan. 1, 1900,to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $0.96.

From Feb. 1, 1900, to Nov. 5. 1900, inclusive, Coal Tariff No. 9, $0.96.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.96.

From Aug. 16, 1902, to Oct. 22, 1903, inclusive, Coal Tariff No. 225, $0.956.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.525.

From Jan. 1, 1904 to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.525.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.525.

From
Herrin, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.575.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 103, $0.475.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.525.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.525.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive 1902, Coal Billing Order No. 258, $0.525.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive 1903, Coal Billing Order No. 135, $0.525.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.625.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.625.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.625.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.625.

From
Lenzburg, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 35, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
Litchfield, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
Marissa, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
Mount Olive, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40.

From
Murphysboro, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D No. 1999-C, $1.12.

From Feb. 1, 1900, to March 19, 1901, inclusive, Coal Tariff No. 9, $0.97.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.75.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.475.

From Aug. 16, 1902, to Jan. 4, 1903, inclusive, Coal Tariff No. 225, $0.475.

From Jan. 5, 1903, to Feb. 19, 1903, inclusive, Sup. No. 7 to Coal Tariff No. 225, $0.575.

From Feb. 20, 1903, to Dec. 31, 1904. inclusive, Sup. No. 8 to Coal Tariff No. 225, $0.575.

From
New Athens, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40

From
Pana, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $1.15.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $1.15

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.14.

From Aug. 16, 1902, to Dec. 31, 1904, inclusive, Coal Tariff No. 225, $1.134.

From
Pinckneyville, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No. 186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40

From
Springfield, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $1.00.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $1.00.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107. $1.00.

From Aug. 16, 1902, to Dec. 31, 1904, inclusive, Coal Tariff No. 225, $0.998.

From
Tamaroa, Ill.

From Jan. 1, 1900, to Jan. 31, 1900, inclusive, G. F. D. No. 1999-C, $0.96.

From Feb. 1, 1900, to Nov. 5, 1901, inclusive, Coal Tariff No. 9, $0.96.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.96.

From Aug. 16, 1902, to Dec. 31, 1904, inclusive, Coal Tariff No. 225, $0.96.

From
Tilden, Ill.

From Jan. 1, 1900, to March 7, 1901, inclusive, Tariff No. A-389, $0.35.

From March 8, 1901, to March 19, 1901, inclusive, 1901, Coal Billing Order No. 100, $0.15.

From March 20, 1901, to Nov. 5, 1901, inclusive, Coal Tariff No. 76, $0.30.

From Nov. 6, 1901, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $0.30.

From Aug. 16, 1902, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 258, $0.30.

From Jan. 1, 1903, to Jan. 4, 1903, inclusive, 1903, Coal Billing Order No. 135, $0.30.

From Jan. 5, 1903, to Oct. 22, 1903, inclusive, 1903, Coal Billing Order No.186, $0.40.

From Oct. 23, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 467, $0.40.

From Jan. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 155, $0.40.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 475, $0.40

From
Zeigler, Ill.

(Mine not in operation prior to May 5, 1904.)

From May 5, 1904, to Dec. 31, 1904, inclusive, Sup. No. 16 to Coal Tariff No. 225, $0.625.

Complainant's Exhibit No. 121.

Rates on Bituminous Coal, carload, in Dollars and Cents per ton of 2,000 lbs., to Chicago, Illinois. From January 1, 1902, to December 31, 1905, inclusive.

From
Assumption, Ill.

From Jan 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $1.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.752.

From Apl. 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to Mch. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905,, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Barclay, Ill.

From Jan 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, 1903, Coal Tariff No. 225, $0.752.

From Apl. 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to Mch. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Belleville, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.38.

From Aug. 16, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.376.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mch. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Benton, Ill.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

Mine not in operation prior to August 2, 1905.

From
Bloomington, Ill.

From Jan. 1, 1902, to May 26, 1902, inclusive, Coal Tariff No. 107, $1.05.

From May 27, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 177, $0.75.

From Aug. 16, 1902, to March 31, 1905, inclusive, Coal Tariff No. 225, $0.75.

From April 1, 1905, to Dec. 31, 1905, inclusive, Coal Tariff No. 620, $0.75.

From
Bois, Ill.

From Jan. 1, 1902, to May 26, 1902, inclusive, Coal Tariff No. 107, $1.32.

From May 27, 1902, to June 29, 1902, inclusive, Coal Tariff No. 177, $0.90.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.80.

From Oct. 20, 1902, to March 31, 1905, inclusive, Coal Tariff No. 225, $0.90.

From April 1, 1905, to Dec. 31, 1905, inclusive, Coal Tariff No. 620, $0.90.

From
Cambria (Lauder), Ill.

From Jan 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.95.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.90.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.90.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.95.

From Apl. 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $1.00.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $1.00

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $1.00

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mch. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905,, inclusive, 1905, Coal Billing Order No. 201, $1.00.

From
Carterville, Ill.

From Jan 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.95.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.90.

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From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.90.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.95.

From Apl. 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $1.00.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $1.00.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $1.00.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mch. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905,, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Centralia, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.85.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.70.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.70.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.852.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.80.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.80.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.80.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.80.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.80.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.80.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.80.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.80.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.80.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.80.

From
Coulterville, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.40.

From Aug. 16, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.392.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Decatur, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to Mar. 31, 1905, inclusive, Coal Tariff No. 225, $0.75.

From April 1, 1905, to Dec. 31, 1905, inclusive, Coal Tariff No. 620, $0.75.

From
De Soto, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.90.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.80.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.80.

From Oct. 30, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.904.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.90.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.90.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.90.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.90.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.90.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.90.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.90.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.90.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.90.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 201, $0.90.

From
Diveron, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.754.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
DuQuoin, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.90.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.80.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.80.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.902.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.90.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.90.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 168, $0.90.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.90.
From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.90.
From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.90.
From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.90.
From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.90.
From Aug. 2, 1905, to Dec. 1, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.90.
From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.90.

From
East Carterville, Ill.

From April 1, 1902, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.
From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.
From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.
Mine not in operation prior to April 1, 1905.

From
Eldorado, Ill.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $1.00.
From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.
From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.
From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.
From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.
From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.
From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.
Mine not in operation prior to January 7, 1904.

From
Freeburg, Ill

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.40.
From Aug. 26, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.39.
From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.
From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.
From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.
From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.
From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.
From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Galatia, Ill.

From Dec. 30, 1902, to Jan. 6, 1904, inclusive, Sup. 6 to Coal Tariff No. 225, $1.00.
From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $1.00.
From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.
From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.
From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.
From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.
From April 1, 1905, to Aug. 31, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.
From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 1, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

Mine not in operation prior to December 30, 1902.

From
Glen Carbon, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.758.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Hallidayboro, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.90.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.80.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.80.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.903.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.90.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.90.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.90.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.90.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.90.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.90.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.90.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.90.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.90.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.90.

From
Herrin, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.95.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.90.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.90.

From Oct. 20, 1902, to Mar. 31, 1902, inclusive, Coal Tariff No. 225, $0.951.

From April 1, 1903, to Dec. 31, 1902, inclusive, 1902, Coal Billing Order No. 240, $1.00.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $1.00.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $1.00.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Johnston City, Ill.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

Mine not in operation prior to Septemebr 1, 1904.

From
Kinmundy, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.85.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.70.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.70.

From Oct. 20, 1902, to Mar. 31, 1902, Coal Tariff No. 225, $0.85.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.80.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.80.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.80.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.80.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.80.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.80.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.80.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.80.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.80.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.80.

From
La Salle, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.60.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.55.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.55.

From Oct. 20, 1902, to Mar. 31, 1903, inclusive, Coal Tariff No. 225, $0.601.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 2400, $0.60.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.60.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.60.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.60.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.60.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.60.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.60.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.60.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.60.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.60.

From
Lenzburg, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.45.

From Aug. 16, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.41.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to Mar. 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Lincoln, Ill.

From Jan. 1, 1902, to May 26, 1902, inclusive, Coal Tariff No. 107, $1.10.

From May 27, 1902, to June 29, 1902, inclusive, Coal Tariff No. 177, $0.75.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct 20, 1902, to March 31, 1905, inclusive, Coal Tariff No. 225, $0.75.

From April 1, 1905, to Dec. 31, 1905, inclusive, Coal Tariff No. 620, $0.75.

From
Litchfield, Ill.

From Jan. 1, 1902, to May 26, 1902, inclusive, Coal Tariff No. 107, $1.24.

From May 27, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 177, $0.756.

From Aug. 16, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.756.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75 .

From
Marissa, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.43.

From Aug. 16, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.407.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 26.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Oredr No. 501, $1.00.

From
Mount Olive, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.757.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 112, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Moweaqua, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.751.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Murphysboro, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.95.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.90.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.90.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.95.

From April 1, 1903, to March 31, 1905, inclusive, Sup. No. 10 to Coal Tariff No. 225, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1902, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Odin, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.85.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.70.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.70.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.851.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.80.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.80.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.80.

From Jan. 13, 1904, to Aug. 31. 1904, inclusive, 1904, Coal Billing Order No. 169, $0.80.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.80.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.80.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.80.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.80.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.80.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.80.

From
Pana, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1902, inclusive, Coal Tariff No. 225, $0.753.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug 31, 1905, inclusive 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Pinckneyville, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.36.

From Aug. 16, 1902, to Dec. 31, 1903, inclusive, Coal Tariff No. 225, $1.364.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.90.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.90.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.90.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.90.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.90.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.90.

From April 1, 1905, to Dec. 31, 1905, inclusive, Coal Tariff No. 620, $1.00.

From
Sandoval, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.85.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.70.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.70.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.853.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.80.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.80.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.80.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.80.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.80.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.80.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.80.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.80.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.80.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.80.

From
Spaulding, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.752.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Springfield Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.75.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.65.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.65.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.753.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.75.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No 114, $0.75.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 168, $0.75.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.75.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.75.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.75.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.75.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.75.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.75.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.75.

From
Tamaroa, Ill.

From Jan. 1, 1902, to May 26, 1902, inclusive. Coal Tariff No. 107, $1.32.

From May 27, 1902, to June 29, 1902, inclusive. Coal Tariff No. 177, $0.901.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902. Coal Billing Order No. 239, $0.80.

From Oct. 20, 1902, to March 31, 1903, inclusive. Coal Tariff No. 225, $0.901.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903. Coal Billing Order No. 240, $0.90.

From Jan. 1, 1904, to Jan. 6, 1903, inclusive, 1904. Coal Billing Order No. 114, $0.90.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904. Coal Billing Order No. 166, $0.90.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904. Coal Billing Order No. 169, $0.90.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904. Coal Billing Order No. 275, $0.90.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904. Coal Billing Order No. 474, $0.90.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905. Coal Billing Order No. 76, $0.90.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905. Coal Billing Order No. 206, $0.90.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905. Coal Billing Order No. 253, $0.90.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905. Coal Billing Order No. 501, $0.90.

From
Tilden, Ill.

From Jan. 1, 1902, to Aug. 15, 1902, inclusive, Coal Tariff No. 107, $1.40.

From Aug. 16, 1902, to Aug. 31, 1904, inclusive, Coal Tariff No. 225, $1.40.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

From
Wenona, Ill.

From Jan. 1, 1902, to May 6, 1902, inclusive, 1901, Coal Billing Order No. 164, $0.55.

From May 7, 1902, to June 29, 1902, inclusive, 1902, Coal Billing Order No. 219, $0.50.

From June 30, 1902, to Oct. 19, 1902, inclusive, 1902, Coal Billing Order No. 239, $0.50.

From Oct. 20, 1902, to March 31, 1903, inclusive, Coal Tariff No. 225, $0.551.

From April 1, 1903, to Dec. 31, 1903, inclusive, 1903, Coal Billing Order No. 240, $0.55.

From Jan. 1, 1904, to Jan. 6, 1904, inclusive, 1904, Coal Billing Order No. 114, $0.55.

From Jan. 7, 1904, to Jan. 12, 1904, inclusive, 1904, Coal Billing Order No. 166, $0.55.

From Jan. 13, 1904, to Aug. 31, 1904, inclusive, 1904, Coal Billing Order No. 169, $0.55.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $0.55.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $0.55.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $0.55.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $0.55.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $0.55.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $0.55.

From
Winkle, Ill.

From Sept. 1, 1904, to Nov. 27, 1904, inclusive, 1904, Coal Billing Order No. 275, $1.00.

From Nov. 28, 1904, to Dec. 31, 1904, inclusive, 1904, Coal Billing Order No. 474, $1.00.

From Jan. 1, 1905, to March 31, 1905, inclusive, 1905, Coal Billing Order No. 76, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

Mine not in operation prior to Sept. 1, 1904.

From
Zeigler, Ill.

From Jan. 13, 1904, to May 4, 1904, inclusive, 1904, Coal Billing Order No. 169, $1.00.

From May 5, 1904, to March 31, 1905, inclusive, Sup. No. 16 to Coal Tariff No. 225, $1.00.

From April 1, 1905, to Aug. 1, 1905, inclusive, 1905, Coal Billing Order No. 206, $1.00.

From Aug. 2, 1905, to Dec. 4, 1905, inclusive, 1905, Coal Billing Order No. 253, $1.00.

From Dec. 5, 1905, to Dec. 31, 1905, inclusive, 1905, Coal Billing Order No. 501, $1.00.

Mine not in operation prior to January 13, 1904.

State of Illinois,)
)ss.
County of Cook,)

A. C. Rausch being first duly sworn deposes and says that he is the chief clerk in the office of the Coal Traffic Manager of the Illinois Central Railroad Company in Chicago, Illinois. That the foregoing thirteen (13) pages constitute a true and correct synopsis and summary of the tariff rates and general billing order rates in effect on bituminous coal in carload lots, in dollars and cents per ton of 2,000 pounds, to Chicago, Illinois, from coal mine stations in the State of Illinois on the Illinois Central Railroad, between January 1, 1902, and December 31, 1905, inclusive.

A. C. Rausch.

Subscribed and sworn to before me this 15th day of July, 1907.

(Seal.) Andrew P. Humburg,
Notary Public.

Complainant's Exhibit No. 122.

THE WABASH RAILROAD CO.

Wabash No. 20342. Cancels Wabash No. 18993.

General Freight Department. Special Tariff on all grades of soft coal, carloads. Minimum weight, marked capacity of car (See Note), to Chicago, *Brisbane, *Steele and *Chicago Ridge, Ill., from Essex and Clark City, Ill., 50 cents per net ton.

From Dawson, Fairmount, Springfield Junction, Riverton, Starnes, Niantic, Springfield and Decatur, Ill., 75 cents per net ton.

From Mount Olive, Staunton, Worden, Edwardsville, Litchfield, Taylorville, and Raymond, on egg, mine run and lump coal, C. L. Minimum weight marked capacity of car, 75 cents per net ton. On nut, pea, slack and screenings, C. L., minimum weight, see note. 75 cents per net ton.

Special Notice.—A charge of $2.00 per car shall be made in addition to above rates on all coal destined to

the Union Stock Yards or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

Application of Rates—*The rates named in this tariff are not to the Wabash R. R., and will only apply between the established depots or side tracks of this company; deliveries elsewhere and extra switching will entail an additional expense according to the service performed. The points marked thus * rates named herein will apply as minimum proportions of through rates to points on connecting lines.

Note.—Bill at weights as follows, on cars of 60,000 lbs. capacity:

Coal, pea, nut, screenings ----------56,000 pounds.
Coal, egg, stove. ----------58,000 pounds.

On cars of less capacity waybill at marked capacity.

Lump and mine run will be billed at actual mine weight obtained at the mines.

St. Louis, Mo., August 1st, 1899. Effective at once.

The rates named in this tariff are governed by the terms and conditions printed in the book of rules and regulations (Wabash No. 17,500. I. C. C. No. 400), and the bills of lading of the Wabash Railroad Company.

S. B. Knight, General Freight Agent, Wabash R. R., St. Louis.

P. W. Coyle, Assistant General Freight Agent, Wabash R. R., St. Louis.

Form 1484.

(On the back of this tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 123.

THE WABASH RAILROAD CO.

Wabash No. 20342-C.

General Freight Department.

Amendment No. 3 to Special Tariff on all grades of Soft Coal, Carloads.

Wabash No. 20342.

Refer to above tariff and note that rates applying

from Essex, Ill., will also apply from Reddick, Ill., and Campus, Ill.

Effective January 18, 1902.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 24502, I. C. C. No. 812 (or superseding issues) in effect at time of shipment, and by the bills of lading of The Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.

P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.

G. F. O. Form C.

("& Campus, Ill. Authy T" is written after "Reddick, Ill.," in pencil.)

(On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 124.

THE WABASH RAILROAD CO.

Wabash No. 27692, Cancels Wabash No. 20342.

General Freight Department.

Special Tariff on all Grades of Soft Coal, Carloads, Minimum weight, marked capacity of car, (See Note), to Chicago, *Brisbane, *Steele and *Chicago Ridge, Ill.

From Essex and Clark City, Ill., 40 cents per net ton.

From Dawson, Fairmount, Springfield Junction, Riverton, Starnes, Niantic, Springfield and Decatur, 65 cents per net ton.

From Mt. Olive, Edwardsville, Staunton, Litchfield, Worden, Taylorville and Raymond, Ill., on Egg, Mine Run and Lump Coal, C. L., Minimum weight marked capacity of car, 65 cents per net ton; on Nut, Pea, Slack and Screenings, C. L., Minimum weight, (See Note), 65 cents per net ton.

Special Notice.

A charge of $2.00 per car shall be made in addition to above rates on all coal destined to the Union Stock Yards, or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

Application of Rates.

*The rates named in this Tariff are net to the Wabash R. R., and will only apply between the established depots or side tracks of this company; deliveries elsewhere and extra switching will entail an additional expense according to the service performed. To points maked thus *, rates named herein will apply as minimum proportions of through rates to points on connecting lines.

Note.—Bill at weights as follows: On cars of 60,000 lbs. capacity,

Coal, Pea, Nut, Screenings.....56,000 lbs.
Coal, Egg, Stove .....58,000 lbs.

On cars of less capacity way-bill at marked capacity. Lump and Mine Run will be billed at actual mine weight obtained at the mines.

Effective at once.

St. Louis, Mo., May 23, 1902.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500 I. C. C. No. 400) supplemented by Wabash No. 26502, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the bills of lading of the Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.

G. F. O. Form C.

(On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 125.

THE WABASH RAILROAD CO.

Wabash No. 27692-A.

Amendment No. 1 to Special Tariff Wabash No. 27692 on Soft Coal, C. L., to Chicago, Brisbane, Steele & Chicago Ridge, Ill.

Refer to above Tariff, and add Cardiff, Ill., at same rates as apply from Essex, Ill.

Effective at once.

St. Louis, Mo., June 13, 1902.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. No. 954, (or superseding issues), in effect at time of shipment, and by the bills of lading of The Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.

P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.

((On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 126.

THE WABASH RAILROAD CO.

Wabash No. 28614, Cancels Wabash No. 27692.

General Freight Department.

Special Tariff on all Grades of Soft Coal, Carloads, Minimum weight, marked capacity of car, (See Note), to Chicago, *Brisbane, *Steele and *Chicago Ridge, Ill.

From Essex, Clark City and Cardiff, Ill., 40 cents per net ton.

From Dawson, Fairmount, Springfield Junction, Riverton, Starnes, Niantic, Springfield and Decatur, Ill., 75 cents per net ton.

From Mt. Olive, Edwardsville, Staunton, Litchfield, Worden, Taylorville and Raymond Ill., on Egg, Mine Run and Lump Coal, C. L., Minimum weight, marked capacity of car, 75 cents per net ton.

On Nut, Pea, Slack and Screenings, C. L., Minimum weight, (See Note), 75 cents per net ton.

Special Notice.

A charge of $2.00 per car shall be made in addition to above rates on all coal destined to the Union Stock Yards, or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

Application of Rates.

*The rates named in this Tariff are net to the Wabash R. R., and will only apply between the established depots or side tracks of this company; deliveries elsewhere and extra switching will entail an additional expense according to the service performed. To points marked thus *, rates named herein will apply as minimum proportions of through rates to points on connected lines.

Note.—Bill at weights as follows: On cars of 60,000 lbs. capacity,

Coal, Pea, Nut, Screenings ----------56,000 lbs.
Coal, Egg, Stove ----------58,000 lbs.

On cars of less capacity way-bill at marked capacity.

Lump and Mine Run will be billed at actual mine weight obtained at the mines.

Effective October 20, 1902.

St. Louis, Mo., October 17, 1902.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. No. 954 (or superseding issues), in effect at time of shipment, and by the bills of lading of The Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.
G. F. O. Form C.
(On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 127.

THE WABASH RAILROAD CO.

Wabash No. 28614-A.

General Freight Department.

Amendment No. 1 to Special Tariff Wabash No. 28614, on Soft Coal, C. L., to Chicago, *Brisbane, *Steele and *Chicago Ridge, Ill.

Refer to above Tariff and add Reddick, Ill., at same rate as applies from Cardiff, Ill.

St. Louis, Mo., November 13, 1902.

Effective at once.

The rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. No. 954, (or superseding issues), in effect at time of shipment, and the bills of lading of the Wabash Railroad Company. pany.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.
G. F. O. Form C.

Complainant's Exhibit No. 128.

THE WABASH RAILROAD CO.

Wabash No. 28614-B.

General Freight Department.

Amendment No. 2 to Special Tariff on Soft Coal, Carloads, to Chicago, Brisbane, Steele, etc.

Refer to above Tariff, and correct rate from Essex, Clark City and Cardiff, Ill., to read 50 cents per net ton, instead of 40 cents per net ton.

St. Louis, Mo., November 24th, 1902.

Effective November 25th, 1902.

The rates named in this Tariff are governed by the Official Classification (Wabash No. 26500, I. C. C. No. 930), amendments thereto or subsequent issues thereof (also by supplementing issues therein described), and the bills of lading of The Wabash Railroad Company.

These are the Maximum rates on intermediate Interstate Traffic over same line in same direction.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.

P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis, Mo.

G. F. O. Form A.

(On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 129.

THE WABASH RAILROAD CO.

Wabash No. 28614-C.

General Freight Department.

Amendment No. 3 to Special Tariff on Soft Coal, Carloads, to Chicago, Brisbane, Steele, Etc.

Cancellation Notice.

Refer to above tariff, and cut out Clark City, Ill. Rates will not apply from that point.

St. Louis, Mo., December 30, 1902. Effective January 1, 1903.

The rates named in this tariff are governed by the Official Classification (Wabash No. 26500, I. C. C. No. 930), amendments thereto or subsequent issues thereof (also supplementing issues therein described), and the bills of lading of The Wabash Railroad Company.

These are the maximum rates on intermediate interstate traffic over same line in same direction.
S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.
G. F. O. Form A.
(On the back of this Tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 130.

THE WABASH RAILROAD CO.

Wabash No. 28614-D.

General Freight Department.

Amendment No. 4 to Special Tariff on Soft Coal, Carloads, to Chicago, Brisbane, Steele, Etc.

Cancellation Notice.

Refer to above Tariff, and cut out Fairmount, Ill. Rates will not apply from that point.
St. Louis, Mo., April 7th, 1903. Effective at once.
The rates named in this Tariff are governed by the Official Classification (Wabash No. 29101, I. C. C. No. 1111), amendments thereto or subsequent issues thereof (also by supplementing issues therein described), and the bill of lading of The Wabash Railroad Company.
These are the maximum rates on intermediate interstate traffic over the same line in the same direction.
S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis.
P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R., St. Louis.
G. F. O. Form A.
(On the back of this tariff is printed a "Wabash R. R. Indexed Map.")

Complainant's Exhibit No. 131.

Wabash No. 21302.
Cancels conflicting portions of Wabash No. 16508.

THE WABASH RAILROAD CO.

General Freight Department.

Local Commodity Tariff on Coal and Coke, Carloads, between Stations on the Wabash Railroad in Illinois, Taking Effect January 1, 1900.

Rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), and the Bills of Lading the Wabash Railroad Company.

S. B. Knight, Gen'l Frt. Agt., Wabash R. R., St. Louis. Mo.

P. W. Coyle, Ass't Gen'l Frt. Agt., Wabash R. R. Co., St. Louis, Mo.

E. R. Newman, Asst. Genl. Frt. Agent, Wabash R. R., Chicago, Ill.

R. N. Collyer, Division Frt. Agent, Wabash R. R., Detroit, Mich.

W. L. Bowlus, Commercial Agent, Wabash R. R., Cleveland, Ohio.

H. B. McClellan, Genl. Eastern Agent, Wabash R. R. 387 Broadway, New York.

J. D. Lund, Asst. Genl. Frt. Agent, Wabash R. R., Kansas City, Mo.

W. A. Sprott, Division Frt. Agent, Wabash R. R., Toledo, Ohio.

S. P. Barnes, Commercial Agent, Wabash R. R., Quincy, Ill.

G. A. Rump, Commercial Agent, Wabash R. R., Cincinnati, Ohio.

W. P. Sargent, New Englanl Frt. Agent, Wabash R. R., 5 State St., Boston, Mass.

W. H. Wylie, Commercial Agent, Wabash R. R., St. Louis, Mo.

E. E. Fleming, Division Frt. Agt., Wabash R. R., Springfield ,Ill.

J. J. Mossman, Division Freight Agent, Wabash R. R., Buffalo, N. Y.

N. R. Adriance, Commercial Agent, Wabash R. R., Denver, Colo.

Section	Articles, in Carloads, minimum capacity of car, unless otherwise stated	From	To	Rate in Cts. per 100 unless otherwise specified.
RIEF INSERT —GAL 664.			Decatur, Ill.	Net Ton 55
			Nameoki, Ill.	
			*Wanda, Ill.	
		Mt. Olive, Ill.	Edwardsville, C'g., Ill.	
32	Coal	Staunton, Ill.		Net Ton 35
		Worden, Ill.	*Cotter, Ill.	
		Litchfield, Ill.	Mitchell, Ill.	
		Edwardsville, Ill.	Poag, Ill.	
			Granite City, Ill.	
			Venice, Ill.	
			E. St. Louis, Ill.	

Minimum Weight on Shipments of Coal, Applies to E. St. Louis Only.

All shipments of Coal must be billed at weights as follows: On cars of 60,000 pounds capacity.

Coal, Pea, Nut, Screenings.....56,000 Pounds

Coal, Egg Stove .....58,000 Pounds

On cars of less capacity, way-bill at marked capacity.

Lump and Mine Run will be billed at actual mine weight obtained at the mines as heretofore.

Amendment No. 14 to Local Commodity Tariff, Wabash No. 21302, contains the following:

Refer to Section 32 of Tariff, and note that rate on Coal from Mt. Olive, etc., to East St. Louis, is hereby reduced to 30 cents per net ton. Effective March 19, 1901.

Complainant's Exhibit No. 132.

C. & A. G. F. D. No. 3490.

(Superseding C. & A. Tariff No. 2353, Authority No. 3346 and G. F. D. No. 3365, and all conflicting rates.)

THE CHICAGO & ALTON RAILWAY COMPANY

Freight Tariff on Soft Coal, Carloads, between Stations Named in Illinois.

From Springfield District. Carlinville, Nilwood, Girard, Virden, Auburn, Chatham, Springfield and Williamsville.

From Petersburg District. Greenview, Petersburg and Tallula.

From Lincoln District. Lincoln.

From Streator District. Streator.

From Braidwood District. Braidwood and Coal City.

Taking effect September 1, 1900.

R. D. Yoakum, Assistant General Freight Agent, St. Louis, Mo.

G. W. Benjamin, General Coal Agent, Chicago, Ill.

C. J. Chisam, Assistant General Freight Agent, Peoria, Ill.

L. Faithorn, Assistant General Freight Agent, Chicago, Ill.

Fred A. Wann, General Freight Agent, Chicago, Ill.

From Springfield District. Carlinville, Nilwood, Girard, Virden, Auburn, Chatham, Springfield and Williamsville. South-bound.

Rate in Dollars and Cents Per Ton of 2,000 *Lbs.*

To main line.

Woodside, Ill.	.35
Anderson, Ill.	.35
Macoupin, Ill.	.45
Plainview, Ill.	.45
Shipman, Ill.	.45
Miles, Ill.	.45
Brighton, Ill.	.45
Godfrey, Ill.	.45
Alton, Ill.	.45
Wann, Ill.	.45
Edwardsville Crossing, Ill.	.45
Mitchell, Ill.	.45

Granite City, Ill. 45
Venice, Ill. 45
East St. Louis, Ill. 45
North-bound—Main Line.
Chicago, Ill. 75
C. & A. G. F. D. No. 8475. Cancels C. & A. G. F. D. No. 3490.

THE CHICAGO & ALTON RAILWAY COMPANY.

Freight Tariff on Soft Coal, Carloads, between Stations Named in Illinois.
From Springfield District. Carlinville, Nilwood, Girard, Virden, Auburn, Chatham, Springfield and Williamsville.
From Petersburg District. Greenview, Petersburg and Tallula.
From Lincoln District. Lincoln.
From Streator District. Streator.
From Braidwood District. Braidwood and Coal City.
Taking Effect October 20, 1902.
Chas. A. King, Assistant General Freight Agent, Chicago, Ill.
Fred A. Wann, General Freight Agent, Chicago, Ill.
C. J. Chisam, Assistant General Freight Agent, Peoria, Ill.
R. D. Yoakum, Assistant General Freight Agent, St. Louis, Mo.
(Stamped "Cancelled".)
From Springfield District. Carlinville, Nilwood, Girard and Virden, Auburn, Chatham, Springfield, Thayer and Williamsville.
South-bound.

Rate in Cents Per Ton of 2000 *Lbs.*

To Main Line.
Woodside, Ill. 35
Anderson, Ill. 35
Macoupin, Ill. 45
Plainview, Ill. 45

Shipman, Ill. 45
Miles, Ill. 45
Brighton, Ill. 45
Godfrey, Ill. 45
Alton, Ill. 45
Wann, Ill. 45
Illinois Terminal Crossings, Ill. 45
Mitchell, Ill. 45
Granite City, Ill. 45
Venice, Ill. 45
East St. Louis, Ill. 45

North-bound—Main Line.

Chicago, Ill. 75

C. & A. G. F. D. No. 11888 (Cor.) (Cancels G. F. D. Nos. 8475 and 8825.)

THE CHICAGO & ALTON RAILWAY COMPANY.

Freight Tariff Applying on Soft Coal, Carloads, from Stations in Illinois.

In Districts Shown Below.

Springfield—Carlinville, Nilwood, Girard, Virden, Thayer, Auburn, Chatham, Springfield, Sherman and Williamsville.

Petersburg—Greenview, Petersburg and Tallula.

Braidwood—Braidwood and Coal City.

And from Bloomington, Custer, Lincoln, Middletown, Streator and Wenona.

Taking effect April 1, 1904.

And expiring March 31, 1905, unless sooner withdrawn.

All cars carrying Soft Coal will be subject to Minimum and Maximum Weights shown in C. & A. G. F. D. No. 11449, I. C. C. No. 1312, effective January 27, 1904, with Amendments thereto or subsequent issues thereof, and to the Storage and Demurrage Rules and Regulations recited in G. F. D. I. C. C. No. 561, dated May 2, 1898, except as otherwise provided by Special Instructions and Car Service Regulations.

Jas. Mann, Division Freight Agent, Springfield, Ill.

B. H. Helm, Division Freight Agent, Bloomington, Ill.

G. W. Quackenbush, Division Freight Agent, Marshall, Mo.
C. J. Chisam, Asst. General Freight Agent, Peoria, Ill.
R. D. Yoakum, Asst. General Freight Agent, St. Louis, Mo.
Chas. A. King, Asst. General Freight Agent, Chicago, Ill.
Fred A. Wann, General Freight Agent, Chicago, Ill.

Rates in Cents Per Ton of 2000 Lbs.

From Stations in Springfield District to
Chicago, Ill. 75
East St. Louis, Ill. 45

C. & A. G. F. D. No. 14366. (Cancels G. F. D. No. 11888-Cor.)

THE CHICAGO & ALTON RAILWAY COMPANY.

Freight Tariff Applying on Soft Coal, Carloads, from Stations in Illinois.

In Districts Shown Below.

Springfield—Carlinville, Nilwood, Girard, Virden, Thayer, Auburn, Chatham, Springfield, Sherman and Williamsville.

Petersburg—Greenview, Petersburg and Tallula.

Braidwood—Braidwood and Coal City.

And from Bloomington, Chenoa, Custer, Lincoln, Middletown, Streator and Wenona.

Taking effect April 1, 1905.

And expiring March 31, 1906, unless sooner withdrawn.

All cars carrying Soft Coal will be subject to Minimum and Maximum Weights shown in C. & A. G. F. D. No. 11449, I. C. C. No. 1312, effective January 27, 1904, with Amendments thereto or Subsequent Issues thereof, and to the Storage and Demurrage Rules and Regulations recited in G. F. D. I. C. C. No. 561, dated May 2, 1898, except as otherwise provided by Special Instructions and Car Service Regulations.

Joseph W. Blabon, Freight Traffic Manager, C. & A. Ry., Chicago, Ill.

Jas. Mann., Division Freight Agent, Springfield, Ill.
B. H. Helm, Division Freight Agent, Bloomington, Ill.
G. W. Quackenbush, Division Freight Agent, Marshall, Mo.
C. J. Chisam, Asst. General Freight Agent, Peoria, Ill.
R. D. Yoakum, Asst. General Freight Agent, St. Louis, Mo.
Chas. A. King, Asst. General Freight Agent, Chicago, Ill.

Rates in Cents Per Ton of 2,000 *Lbs.*

From Stations in Springfield District to
Chicago, Ill. 75
East St. Louis, Ill. 45

(Same form as above, C. & A. G. F. D. No. 17331, Cancels G. F. D. No. 14366. Taking effect April 1, 1906, and expiring March 31, 1907, unless sooner withdrawn.)

Rates in Cents Per Ton of 2,000 *Lbs.*

From Stations in Springfield District to
Chicago, Ill. 75
East St. Louis, Ill. 45

Only two supplements to this tariff can be in force at any time.

I. C. C. No. 1767. Cancels I. C. C. Nos. 1556 Cor. and 1702.

C. & A. G. F. D. No. 780-A.

(Cancels G. F. D. Nos. 15833, 16039, 17331, 17856 and 18975.)

THE CHICAGO & ALTON RAILROAD COMPANY

And Chicago & Illinois Midland Railway, Macoupin County Railway.

Freight Tariff Applying on Soft Coal, Carloads.

Minimum weight as per G. F. D. No. 18817, I. C. C. No. 1700, Amendments thereto or subsequent issues thereof.

From Mines on the Chicago & Alton Railroad in Illinois. Also Mines on C. & I. M. and M. C. Rys., to Stations on the Chicago & Alton Railroad in Illinois.

Issued April 22, 1907.

Effective on Interstate Traffic May 24, 1907.

Effective on State Traffic April 22, 1907.

Carload Rates as provided for herein, apply only to and from industries and sidings located on roads parties hereto, extra switching, terminal or other charges will be in addition to such rates except as provided for in C. & A. G. F. D. No. 18817, I. C. C. No. 1700, as amended, or subsequent issues thereof.

Switching at Chicago will be absorbed in accordance with C. & A. G. F. D. No. 399 -A, I. C. C. No. 1744, as amended or subsequent issues thereof.

Joseph W. Blabon, Freight Traffic Manager, C. & A. R. R., Chicago, Ill.

C. J. Chisam, Asst. Gen'l Frt. Agent, C. & A. R. R., St. Louis, Mo.

G. W. Quackenbush, Asst. Gen'l Frt. Agent, C. & A. R. R., Peoria, Ill.

W. M. Bushnell, Asst. Genl' Frt. Agent, C. & A. R. R., Chicago, Ill.

Issued by

Chas. A. King, General Freight Agent, C. & A. R. R., Chicago, Ill.

Rates and Cents per Net Ton.

From Springfield Group to

Chicago, Ill. 75

E. St. Louis, Ill. 45

Complainant's Exhibit No. 133.

L. & N.

Amendment No. 1 to L. & N. Tariff G. F. O. No. 266, Advance.

Amendment to Freight Tariff on Coal, Carloads, Minimum Weight, Capacity of Car, Issued by Louisville

& Nashville Railroad Company to East St. Louis, Ill.

From—	Per Ton 2000 pounds.
Nashville, Ill.	40 cents
Rentchler's, Ill.	40 cents
Knecht Mine No. 3, Ill	40 cents
L. & N. Mine No. 3, Ill	40 cents
Mascoutah, Ill.	40 cents
Turkey Hill Mine, Ill.	40 cents
Dutch Hollow Mine, Ill.	40 cents
Reinecks No. 1 Mine, Ill.	40 cents
Enterprise Mine, Ill.	40 cents
Belleville, Ill.	40 cents
Humboldt Mine, Ill.	40 cents
Brooklyn, Ill.	62½ cents
Equality, Ill.	62½ cents
Lawler, Ill.	62½ cents
Mt. Vernon, Ill.	55 cents

Issued January 26th, 1900. Effective March 1st, 1900.

Issued by

C. B. Compton, General Freight Agent, Louisville, Kentucky.

File 112471. EHD-AR

LH's RA 166 of 1900.

Complainant's Exhibit No. 134.

(100M 40-7-53.)

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

Office of the General Freight Agent.

Amendment No. 2, to L. & N. Tariff G. F. O. No. 266.
Cancels Amendment No. 1, Withdrawal.
Louisville, Ky., April 9th, 1900.

Withdrawing rates on Coal, C. L., from St. Louis Division Mines to East St. Louis, Ill.

Please refer to Amendment No. 1, to L. & N. Tariff G. F. O. No. 266, effective March 1st., 1900, showing Rates

on Coal C. L., from Mines on the St. Louis Division and Branches to East St. Louis, Ill., and be advised, effective at once, same is hereby cancelled and withdrawn.

Effective at once, rates shown in L. & N. Tariff G. F. O. of the St. Louis Division and branches to East St. Louis, Ill., are hereby restored.

Please be governed accordingly.

C. B. Compton,
General Freight Agent.

File 112471. EHD-AR

Complainant's Exhibit No. 135.

L. & N.

Amendment No. 3, to L. & N. Tariff G. F. O. No. 266, Reduction.

Amendment to Freight Tariff on Coal, Carload (Minimum Weight Capacity of Car). Issued by Louisville and Nashville Railroad Company.

From Equality, Ill.

To—	Per Ton 2,000 pounds.
East St. Louis, Ill.	50 cents

Issued November 14th, 1900. Effective at once.

Issued by

C. B. Compton, General Freight Agent, Louisville, Kentucky.

File 150877. ELB-MT.

Complainant's Exhibit No. 136.

L. & N.

Amendment No. 6 to L. & N. Tariff G. F. O. 266.

Amendment to Freight Tariff on Coal, C. L. (for commercial purposes and railroad). Minimum weight capacity of car. Issued by Louisville and Nashville Railroad Company.

To East St. Louis, Ill.

From—	Per Ton 2000 pounds.
Nashville, Ill.	15 cents
Mascoutah, Ill.	15 cents

Enterprise Mine, Ill. . . . . 15 cents
Rentchler, Ill. . . . . 15 cents
Turkey Hill Mine, Ill. . . . . 15 cents
Belleville, Ill. . . . . 15 cents
Humboldt, Ill. . . . . 15 cents
L. & N. Mines, Ill. . . . . 15 cents
Reinecke Mine No. 1, Ill. . . . . 15 cents
Knecht Mine, Ill. . . . . 15 cents
Dutch Hollow, Ill. . . . . 15 cents

Issued March 19th, 1901. Effective March 8th, 1901.
Issued by
C. B. Compton, General Freight Agent, Louisville, Ky.
File 112471. ELB-AR.

Complainant's Exhibit No. 137.

L. & N.

Amendment No. 7 to L. & N. Tariff G. F. O. No. 266. Cancels Amendment No. 6.

Amendment to Freight Tariff on Coal, C. L. (For commercial and railroad purposes). Minimum Weight Capacity of Car. Issued by Louisville and Nashville Railroad Company.

To East St. Louis, Ill.

From—	Per Ton 2000 pounds.
Nashville, Ill.	30 cents
Mascoutah, Ill.	30 cents
Enterprise Mine, Ill.	30 cents
Rentchlers, Ill.	30 cents
Turkey Hill Mine, Ill.	30 cents
Belleville, Ill.	30 cents
Humboldt, Ill.	30 cents
L. & N. Mines, Ill.	30 cents
Reinecke Mine No. 1, Ill.	30 cents
Knecht Mine, Ill.	30 cents
Dutch Hollow, Ill.	30 cents

Issued March 20th, 1901. Effective March 20th, 1901.
C. B. Compton, General Freight Agent, Louisville, Kentucky.
File 1122471. EJB-AR.

Complainant's Exhibit No. 138.

L. & N.

Amendment No. 1 to I. C. C. No. A. 2877.
Amendment No. 10 to L. & N. Tariff G. F. O. 266, Cancels Amendment No. 9 in full. Cancels Amendment No. 5 in conflict. Reduction.
Amendment to Freight Tariff on Coal, Carload. Minimum weight capacity of car. Issued by Louisville & Nashville Railroad Company.

From—	To East St. Louis, Ill.	Mt. Vernon, Ind.
Equality, Ill.	40	50
Mt. Vernon, Ill.	40	..
Brooklyn, Ill.	40	..

Issued May 1st, 1901. Effective May 6th, 1901.
Issued by
D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.
File 112471. LH RA 226.
Forwarding agents post two copies. elb-ar.

Complainant's Exhibit No. 139.

L. & N. Amendment No. 11 to L. & N. Tariff G. F. O. No. 266 (Cancels Amendment No. 5, in conflict). Amendment to Freight Tariff on Coal, C. L. (Minimum weight, Capacity of Car). Issued by Louisville & Nashville Railroad Company.
From Equality, Ill., to Points named below.

To—	Per Ton of 2,000 Pounds.
East St. Louis, Ill	40 cents

Issued August 1st, 1902. Effective at once.
Issued by D. M. Goodwyn,
General Freight Agent,
Louisville, Kentucky.

File 112471.

Complainant's Exhibit No. 140.

L. & N. Amendment No. 12 to L. & N. Tariff G. F. O. No. 266. New Rates—Reductions. Amendment No. 2, to I. C. C. No. A-2877. Amendment to Freight Tariff on Coal, C. L. Minimum weight, Capacity of Car. Issued by Louisville & Nashville Railroad Company.

From Lawler, Ill., To—	Per Ton of 2,000 Pounds.
East St. Louis, Ill	40 cents

Issued September 18th, 1902. Effective September 23d, 1902.

Issued by D. M. Goodwyn,
General Freight Agent,
Louisville, Kentucky.

File 240490.
Forwarding agents post two copies. SLF-AR

Complainant's Exhibit No. 141.

L. & N. Amendment No. 14 to L. & N. Tariff G. F. O. No. 266. Cancels Amendments 13, 12 and 10 in conflict, and Amendments 8 and 7 in full. Amendment to Freight Tariff on Coal, Carload. Minimum weight, Capacity of Car. Issued by Louisville & Nashville Railroad Company.

From all Mines on St. Louis Division to East St. Louis, Ill.

Issued January 7th, 1903. Effective January 10th, 1903.

Issued by D. M. Goodwyn,
General Freight Agent,
Louisville, Kentucky.

File 252543.
Amendment No. 14 to L. & N. G. F. O. 266.
Sheet No. 2.

Coal, Carload, Minimum Weight Capacity of Car, Per Ton 2,000 Pounds.

To E. St. Louis, Ill., from St. Louis Division Mines, viz.:

Mt. Vernon, Ill	50 cents
Nashville, Ill	40 cents
Mascoutah, Ill	40 cents
Enterprise Mines, Ill	40 cents
Rentchlers, Ill	40 cents
Turkey Hill Mine, Ill	40 cents
Belleville, Ill	40 cents
Humboldt Mine, Ill	40 cents
Beards Mine, Ill	40 cents
Hillview, Ill	40 cents
Knecht, Ill	40 cents
Birkners, Ill	40 cents
Dutch Hollow, Ill	40 cents
Brooklyn, Ill	50 cents
Equality, Ill	50 cents
Lawler, Ill	50 cents

S. E. F.—R. H.

Complainant's Exhibit No. 142.

CHICAGO & EASTERN ILLINOIS RAILROAD,

In connection with Baltimore & Ohio Southwestern Railroad. G. F. D. No. 10837, canceling G. F. D. No. 10824. Joint Freight Tariff effective August 1st, 1898, applying on Soft Coal, Carloads.

From Marion and Johnston City, Ill., to East St. Louis, Ill.----57½ cents per net ton

Weights.—Actual weight will govern with minimum of marked capacity of cars.

Way-bill through via Salem.

Authy. T-7096.

Wm. Campbell, General Freight Agent, Chicago.

H. H. Rhodes, Ass't General Frt. Agent, Chicago.

S. J. Cooke, Ass't General Freight Agent, Chicago.

E. J. Knickerbocker, Division Frt. Agent, Mt. Vernon, Ill.

Complainant's Exhibit No. 143.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Louisville, Evansville & St. Louis Consolidated R. R. (Geo. T. Jarvis, Receiver). G. F. D. No. 10858, canceling G. F. D. No. 10355, Joint Freight Tariff effective August 1st, 1898, applying on Soft Coal, Carloads.

From Marion and Johnson City, Ill., to East St. Louis, Ill.----------57½ cents per net ton

Actual weight will govern with minimum of marked capacity of cars.

Way-bill through via Mt. Vernon.

Auth. T-6479.

Wm. Campbell, General Freight Agent, Chicago.

H. H. Rhodes, Ass't General Frt. Agent, Chicago, Ill.

S. J. Cooke, Ass't General Freight Agent, Chicago.

E. J. Knickerbocker, Division Frt. Agent, Mt. Vernon, Ill.

Complainant's Exhibit No. 144.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Baltimore & Ohio Southwestern Ry. G. F. D. No. 14813 Canceling G. F. D. No. 10837. Joint Freight Tariff, Effective August 21st, 1901, applying on Soft Coal, Carloads.

From Marion and Johnston City, Ill., to East St. Louis, Ill., 55 cents per net ton.

Weights.

Actual weight will govern with minimum of marked capacity of cars.

Way-bill through via Salem, Ill.

Authy. T-7096.

Wm. Campbell, General Freight Agent, Chicago.

S. J. Cooke, Ass't Gen'l Frt. Agt., Chicago.
H. H. Rhodes, Ass't Gen'l Frt. Agt., Chicago, Ill.
E. J. Knickerbocker, Division Freight Agent, Mt. Vernon, Ill.

Complainant's Exhibit No. 145.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Southern Railway, (St. Louis-Louisville Lines).
G. F. D. No. 14814 Canceling G. F. D. No. 10838.
Joint Freight Tariff Effective August 21st, 1901, applying on Soft Coal, Carloads.
From Marion and Johnston City, Ill., to East St. Louis, Ill., 55 cents per net ton.
Actual weight will govern with minimum of marked capacity of cars.
Way-bills through via Mt. Vernon.
Authy. T-6479.
Wm. Campbell, General Freight Agent, Chicago.
S. J. Cooke, Ass't General Freight Agent, Chicago.
H. H. Rhodes, Ass't General Freight Agent, Chicago.
E. J. Knickerbocker, Division Freight Agent, Mt. Vernon, Ill.

Complainant's Exhibit No. 146.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Baltimore & Ohio Southwestern Ry.
Coal Tariff No. 129, Canceling G. F. D. No. 14813.
Joint Tariff Effective April 1st, 1903, applying on Soft Coal, Carloads.
From Marion, Johnston City and Spillertown, Ill., to East St. Louis, Ill., 62½ cents per net ton.

Weights.

Actual weight will govern with minimum of marked capacity of cars.
Way-bill through via Salem.

Authy. T-7096.
S. T. McLaughlin, G. F. A., B. & O. S. W. R. R., Cincinnati, Ohio.
H. H. Rhodes, C. T. M., C. & E. I. R. R., Chicago, Ill.

Complainant's Exhibit No. 147.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Southern Railway, (St. Louis-Louisville Lines).
Coal Tariff No. 130, Canceling G. F. D. No. 14814.
Joint Tariff Effective April 1st, 1903, Soft Coal, C. L.
From Marion, Johnston City and Spillertown, Ill., to East St. Louis, Ill., 62½ cents per net ton.

Weights.

Actual weight will govern with minimum of marked capacity of car.
Way-bill through via Mt. Vernon, Ill.
Authy. T-6479.
R. A. Campbell, A. G. F. A., Southern Railway, St. Louis, Mo.
H. H. Rhodes, C. T. M., C. & E. I. R. R., Chicago.

Complainant's Exhibit No. 148.

I. C. C., C. T. M. No. 241.

FRISCO.

CHICAGO & EASTER ILLINOIS RAILROAD CO.

In connection with Chicago, Burlington & Quincy Ry.; Missouri Pacific Railway Co.; St. Louis & San Francisco R. R.; St. Louis, Iron Mountain & Southern Ry.; St. Louis, Kansas City & Colorado Railway Co.; St. Louis Merchants Bridge Terminal Ry.; St. Louis Transfer Railway; Terminal R. R. Association of St. Louis; Wabash Railroad; Wiggins Ferry Co.
Joint Tariff No. 548. St. L. & S. F. R. R. No. 1352, applying on Bituminous Coal, Carloads, from Mines

on Chicago & Eastern Illinois Railroad Co. to St. Louis and Carondelet, Mo.

Issued October 3, 1906. Effective November 5, 1906.

W. A. Holley, Ass't General Freight Agent, C. B. & Q. Ry., Chicago.

J. E. Gathright, Auditor St. L. Transfer Ry., Wiggins Ferry Co., St. Louis.

E. B. Lane, General Freight Agent Mo. Pac. Ry., St. Louis.

R. N. Collyer, Ass't General Freight Agent, Wabash R. R., St. Louis.

W. R. Peabody, General Freight Agent, St. L., I. M. & S. Ry., St. Louis.

E. K. Voorhees, General Freight Agent, St. L. & S. F. R. R., St. Louis.

J. L. Penney, Traffic Manager (St. L. M. & B. T. Ry., Terminal R. R. Ass'n), St. Louis.

F. C. Reilly, General Freight Agent, C. & E. I. R. R. Co., Chicago.

J. A. Middleton, Freight Traffic Manager, C. & E. I. R. R. Co., St. L. & S. F. R. R., St. Louis.

E. J. Knickerbocker, Coal Traffic Manager, C. & E. I. R. R. Co., Chicago.

F-R 19826.

Rates in Cents Per Ton of 2,000 *Pounds.*

From Witt and Livingston, Ill., to St. Louis and Carondelet, Mo., 60 cents.

See Note.

Rates named above will apply only to industries and tracks hereinafter specified, and only on first delivery to such industries and tracks. If after first delivery is made Coal is for any reason reconsigned, switching, reconsigning or other charges of road handling such reconsignment will be in addition to rates shown herein.

ST. LOUIS & SAN FRANCISCO RAILROAD CO.

St. Louis, Mo.

Name of Place or Industry.	Location.
Public Delivery Track	Ewing Ave.
Robinson Coal Co.	Ewing Ave.

Mohrstadt-McCall Coal Co. ----------Ewing Ave.
John Reenan Coal Co. ----------Ewing Ave.
Public Delivery Tracks ----------Spring Ave.
Fruin-Bambrick Construction Co.----------Spring Ave.
Bell Telephone Co. ----------Chouteau Ave.
Catlin Branch American Tobacco Co.--Chouteau Ave.
Vandeventer Coal Co. ----------Chouteau Ave.
Independent Packing Co. ----------Chouteau Ave.
Great Western Feed Co. ----------Chouteau Ave.
Rummeli-Dawley Mfg. Co. ----------Chouteau Ave.
United Railways Co. ----------Chouteau Ave.
Barber Asphalt Co. ----------Chouteau Ave.
Public Delivery Track ----------Chouteau Ave.
Wm. G. Frye Mfg. Co. ----------Chouteau Ave.
J. T. Pope Coal Co. ----------Chouteau Ave.
Public Delivery Track ----------Tower Grove Station
American Car Co. ----------Tower Grove Station
Liggett & Myers Tobacco Co. --Tower Grove Station
John Reenan Coal Co. ----------Tower Grove Station
Michel Plant & Bulb Co. ----------Tower Grove Station
Wm. O'Berg Coal Co. ----------Tower Grove Station
Polar Wave Ice & Coal Co.----------Tower Grove Station
Robinson Coal Co. ----------Tower Grove Station
Hydraulic Press Brick Co. ----------Kingshighway
Public Delivery Track ----------Cheltenham
Evens & Howard Fire Brick Co. ----------Cheltenham
Sanders Press Brick Co. ----------Cheltenham
Mitchell Clay Mfg. Co. ----------Cheltenham
Missouri Fire Brick Co. ----------Cheltenham
St. Louis Lead & Oil Co. ----------Cheltenham
H. W. Beck Sons & Co. ----------Cheltenham
Laclede Fire Brick Co. ----------Cheltenham
Public Delivery Track ----------Cheltenham
Theo. Gilker ----------Cheltenham
Southwestern Coal Co. ----------Cheltenham
Winkle Terra Cotta Co. ----------Cheltenham
St. Louis Terra Cotta Co. ----------Cheltenham
Public Delivery Track ----------Knox Ave.
Beuchner & Krummal Clay Co. ----------Knox Ave.
Schultz Bros. ----------Knox Ave.
Fidelity Lumber Co. ----------Knox Ave.

Alter Lumber Co. ----------Knox Ave.
Scullin-Gallagher Steel & Iron Co.--Clifton Heights
Public Deilvery Track ----------Gratiot Station
J. A. VanCleve Clay Co. ----------Gratiot Station
Schroeter Coal Co. ----------Gratiot Station
J. H. Benedict Coal Co. ----------Gratiot Station
Progressive Press Brick Co. ----------Lindenwood
St. L. & San Francisco Shops----------Chouteau Ave.
(This last name is written in with pencil.)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, ST. LOUIS, MO.

Becker, Hy., Ice House ----------East Grand Ave.
Bird, J. A. & W. ----------Waddingham St.
Burlington Elevator Co. ----------East Grand Ave.
Byrnes, J. W. ----------Waddingham St.
Columbia Can Co. ----------Chambers St.
Donovan, J. F. & Co. ----------Waddingham St.
Federal Chemical Co. ----------Dock St.
Fulton Iron Works ----------Waddingham St.
Grolock Packing Co. ----------Waddingham St.
Independent Stock Yards ----------Bremen Ave.
Kennard Carpet Co. ----------Main & O'Fallon Sts.
Lotham Cypress Co. ----------Dock St.
Lothman Cypress Co. ----------Angelica St.
Mound City Warehouse Co. ----------Clinton St.
National Ammonia Co. ----------Mallinckrodt St.
New Union Sand Co. ----------Main & Mullanphy St.
Norvell-Shapleigh Hardware Co. -Main St. & Cass Ave.
Rogers Elevator Co. ----------Bremen Ave.
Rowley Lead Co. ----------Waddingham St.
Rowley Lead & Varnish Co.----------Waddington St.
St. Louis Basket & Box Co. ----------Penrose St.
St. Louis Car Co. ----------Baden
St. Louis Portland Cement Co.----------Prospect Hill
St. Louis Water Works Co. ----------Baden
St. Louis Water Works Co. ----------Bissell's Point
St. Louis Water Works Co. ----------Chain of Rocks
Shepard, C. Sidney ----------Waddingham St.
Sligo Iron Store Co. ----------Waddingham St.

Thomas & Proets Lumber Co. ----------Angelrodt St.
Teuscher & Sons ----------Waddingham St.
Union Packing Co. ----------Bremen Ave.
Western Iron & Supply Co. --------Waddingham St.

MISSOURI PACIFIC RAILWAY COMPANY, ST. LOUIS, MO.

Name of Place or Industry.	Location.
Chouteau Ave.	Levee Tracks
D. I. Bushnell & Co	Levee
Chas. E. Prunty, G. & S. Co	Levee
Rogers Salt Co.	Levee
E. R. O'Donnell	Levee
J. C. Crowdus & Co	Levee
St. Louis Edible Nut Co	Levee
H. & L. Chase Bag Co	Levee
Commonwealth Feed Mills	Levee
Western Broom Co.	Levee
Missouri Belting Co.	Levee
Mound City Oil & Supply Co	Levee
Barrett Manufacturing Co.	
Central Elevator "B"	Levee and Chouteau Ave.
Public Delivery Track	Seventh St.
Cupples Station	Eighth and Poplar Sts.
Reheis-Rolfes Lumber Co	Twelfth and Austin Sts.
St. Louis Marble & Tile Co	Twelfth and Austin Sts.
Waters-Pierce Oil Co.	Twelfth and Austin Sts.
General Chemical Co.	Fourteenth St. Yard
Polar Wave Ice & Coal Co	Fourteenth St. Yard
Public Delivery	Fourteenth St. Yard
J. I. Case Threshing Machine Co	Sixteenth and Austin Sts.
Hunkins-Willis Lime & Cement Co	Seventeenth St. Yard
National Brewing Co. ----------	Eighteenth St. Yard
Union Electric Light & Power Co	Eighteenth St. Yard
Geo. Pickle & Sons	Twenty-first St. Yard
American Steel & Wire Co	Twenty-first and Gratiot Sts.

General Electric Co.....Twenty-first and Papin Sts.
Laclede Gas Light Co. Warehouse.....
.....Twenty-first and Gratiot Sts.
Langan & Taylor Warehouse.....
.....Twenty-first and Gratiot Sts.
Public Delivery .....Twenty-first St.
D. M. Osborne & Co. .....Twenty-second St.
Milne & Gordon .....Jefferson Ave.
M. Cohen .....Jefferson Ave.
G. F. Bruce .....Jefferson Ave.
O. K. Harry Steel Works.....Jefferson Ave.
R. B. Brown Oil Co.....Ohio Ave.
Rossiter, McGovern & Co. .....Compton Ave.
Missouri Granite & Cement Co.....Theresa Ave.
St. Louis Hay Exchange.....Theresa Ave.
Jas. T. Quinlivan & Bro.....Theresa Ave.
Carthage Stone Co.....Theresa Ave.
Peerless Feed & Milling Co.....Theresa Ave.
The Art Mosaic Tile Co.....Theresa Ave.
Goodwin Manufacturing Co. .....Theresa Ave.
Rowley Lead Co. .....Theresa Ave.
P. M. Bruner & Co. .....Theresa Ave.
C. W. Goets Lime & Cement Co.....Theresa Ave.
St. Louis Cut Stone Co.....Theresa Ave.
St. Louis Car Wheel Co. .....Spring Ave.
Public Delivery .....Spring Ave.
Berry-Berg Coal & Coke Co.....Spring Ave.
Tamm Bros. Glue Co. .....
.....Between Spring and Chouteau Ave.
Laclede Gas Light Co.....Chouteau Ave.
Polar Wave Ice & Fuel Co.....Chouteau Ave.
Great Western Feed Co. .....Chouteau Ave.
Independent Packing Co. .....Vandeventer Ave.
Carthage Marble & White Lime Co...Vandeventer Ave.
E. R. Darlington Lumber Co.....Vandeventer Ave.
St. Louis Dressed Beef & Prov. Co..West Chouteau Ave.
Ruemmeli-Dawley Mfg. Co.....Old Compress
Gilsonite Const. Co. .....Old Compress
Kinloch Telephone Co. .....Old Compress
Koken Iron Works (Am. Bridge Co.).....
. . ..West Chouteau Ave.

Pickle Stone Co. .....Kentucky Ave.
Fernholts Brick Machine Co. -----Boyle Ave.
Glencoe Lime & Cement Co. .....Boyle Ave.
Huttig Sash & Door Co. .....Talmage Ave.
American Radiator Mfg. Co. .....Talmage Ave.
Public Delivery -----Tower Grove
American Tobacco Co. (Liggett & Myers Branch)
. . . .Tower Grove
American Tobacco Co. (Catlin Bch.)....Tower Grove
American Car Co. .....Tower Grove
O'Neill Lumber Co. .....Taylor Ave.
Lohse Patent Door Co. .....Kingshighway
Hydraulic Pressed Brick Co. .....McRee Ave.
Eau Claire St. Louis Lumber Co.....Shaw Ave.
A. M. Beckers Lumber Co. -----Shaw Ave.
City Pipe Yards .....Shaw Ave.

MISSOURI PACIFIC RAILWAY COMPANY.

Howards, Cheltenham and Oak Hill Divisions, St. Louis, Mo.

Banner Iron Works .....Shaw Ave.
Granite Bituminous Paving Co. .....Shaw Ave.
Julius Seidel Lumber Co.....Kingshighway
Carondelet Foundry Co. .....Kingshighway
W. Ratican.....Jansen's Switch (Arsenal St.)
Vulcanite Manufacturing Co. .....Arsenal St.
Blackmer & Post Pipe Co. .....Arsenal St.
Thorp-Twist Fire Clay Co. .....
.....Twist's Switch (Arsenal St.)
Progress Press Brick Co. .....
.....Toll's Switch (Kingshighway)
Enterprise Press Brick Co. .....Kingshighway
Superior Press Brick Co. .....Kingshighway
Union Fuel Co. .....Kingshighway
Parker Russell Mining & Mil. Co.....Morganford Road
Mound City Roofing Tile Co.....Morganford Road
Cristy Fire Clay Co...Morganford and Gravois Roads
Hydraulic Press Brick Co. .....Chippewa St.
Chappel's Switch .....Chippewa St.
Snelling Bros. .....Gravois Road

Mississippi Glass Co. .....Gravois Road
L. H. Tiemann .....Gravois Road
Public Track .....Kingshighway, Main Line
Hydraulic Pres. Brick Co....Kingshighway, Main Line
Evens & Howard .....Howard Station
St. Louis Light & Power Co.....Howard Station
St. Louis Lead & Oil Co.....Howard Station
Public Track .....Cheltenham
H. W. Beck & Sons.....Cheltenham
Laclede Fire Brick Mfg. Co.....Cheltenham
St. Louis Terra Cotta Co. .....Cheltenham
Missouri Brick Works.....Cheltenham
Southwestern Coal Co. .....Cheltenham
Winkle Terra Cotta Co. .....Cheltenham
Mitchell Clay Manufacturing Co. .....Cheltenham
Public Track . . ..Clifton Heights
Schulz Bros. . .....Clifton Heights
Brocksmidt Bros. .....Clifton Heights
Polar Wave Ice Co. .....Benton
Hirsch Rolling Mill .....Benton
C. & A. Ringhoff . .....Benton
Scullin-Gallagher Iron & Steel Co.....Benton

St. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

St. Louis, Mo.

Name of Pace or Industry.	Location.
Mound City Oil & Supply Co	Levee and Pine St.
St. Louis Edible Nut Co	Levee and Pine St.
J. C. Crowdus & Co	Levee and Pine St.
D. I. Bushnell & Co	Levee and Chestnut St.
Chas. E. Prunty	Levee and Chestnut St.
H. & L. Chase Bag Co	Levee and Market St.
Commonwealth Feed Co	Levee and Elm St.
Missouri Belting Co	Levee and Elm St.
E. R. O'Donnell	Levee and Elm St.
Rogers Salt Co	Levee and Clark Ave.
The Western Broom Co	Levee and Spruce St.
Public Delivery	Convent St.

Public Delivery ----------Chouteau Ave.
American Ref. Trans. Co.
(Cooler) ----------Levee and Gratiot St.
Regina Milling Co----------Main and Plum Sts.
St. Louis Ice Manufacturing and Cold Storage
Company ----------Main, bet. Plum and Cedar Sts.
Crunden-Martin W. W. Co----------Main and Cedar Sts.
Bowman Manufacturing Co---Main and Gratiot Sts.
Campbell Glass & Paint Co----Main and Gratiot Sts.
National White Lead Co----------Main and Lombard Sts.
Geo. P. Plant Milling Co---Main and Chouteau Ave.
St. L. Iron & Mach. Wks---Main and Chouteau Ave.
Central Elevator "B"----------Main and Chouteau Ave.
A. Klauber & Sons----------Main and Convent Sts.
Nelson Morris & Co----------Third and La Salle Sts.
Swift & Co----------Third and La Salle Sts.
Cox & Gordon----------Third and Chouteau Ave.
Port Huron Co----------Third and Chouteau Ave.
The N. K. Fairbanks Co----------Third and Convent Sts.
Barrett Manufacturing Co----Main and Convent Sts.
Laclede Gas Light Co----------Main and Convent Sts.
J. J. Ganahl Lumber Co----------Second and Park Ave.
Banner Buggy Co----------Main and Rutger Sts.
Schroeter Coal Co----------Main and Miller Sts.
Lumaghi Coal Co----------Miller St.
Polar Wave Ice & Fuel Co----------Main and Miller Sts.
Union Fuel Co----------Main and Miller Sts.
Miller Street Yard (Public Delivery and Lumber Yard) ----------Bet. Levee and Second St. and Miller and Lesperance Sts.
Bannantine Galvanizing Works----------
----------Soulard, bet. 2d and Kosciusko Sts.
St. Louis Axle Co--Soulard, bet. 2d and Kosciusko Sts.
St. L. Corrug. Co--Soulard, bet. 2d and Kosciusko Sts.
Union Iron Foundry Co----------Main and Barry Sts.
C. F. Luehrmann Hardwood Lumber Co----------
----------Levee and Carroll Sts.
H. Uffman----------Main and Carroll Sts.
Diamond Match Co----Lesperance and De Kalb Sts.
Monsanto Chemical Co.--Lesperance and De Kalb Sts.

St. Louis Art Iron Co--Lesperance and De Kalb Sts.
U. S. Zinc & Chem. Co--Lesperance and De Kalb Sts.
Little Lumber Co------Lesperance and De Kalb Sts.
A. Diefenback ----------Main and Lesperance Sts.
W. R. Chivvis Lbr. Co-----Main and Lesperance Sts.
Wurst Coal Co----------Main and Lesperance Sts.
Pioneer Cooperage Co----------Barton St.
Keller & Tamm----------Main and Victor Sts.
Nulsen, Klein & Krausse Mfg. Co----------
---------- Main and Victor Sts.
Southern Cooperage Co--------Main and Victor Sts.
Public Tracks ----------Barton St. Yard.
American Car & Fdry. Co----------Barton St. Yard.
L. G. Harris Mfg. Co----------Main and Barton Sts.
Banner Lime & Cement Co----Main and Barton Sts.
Sligo Iron Store Co----------Main and Barton Sts.
Amer. Ref. Trans. Co. Shops---Main and Barton Sts.
Continental Glass Wrks----Barton, bet. 3d and Bdwy.
J. C. Finck & Co----------Kosciusko and Barton Sts.
Standard Distilling Co-----De Kalb and Barton Sts.
Helmbacher Forge & Roller Mill Co----------
---------- De Kalb and Barton Sts.
Eau Claire-St. L. Lbr. Co---De Kalb and Barton Sts.
Schultz Belting Co----------Third and Barton Sts.
Public Tracks ----------Dorcas St.
Busch Glass Works----------Main and Dorcas Sts.
Amer. Car & Fdry. Co----------Main and Dorcas Sts.
Amer. Car & Fdry. Co----------Utah St.
Larkin & Shaffer----------St. George St.
St. Louis Woodenware Wks----------St. George St.
St. Louis Cooperage Co------Main and Arsenal Sts.
St. Louis Basket & Box Co----Main and Arsenal Sts.
F. W. Geeke Grain & Feed Co----------Sidney St.
Wayne Manufacturing Co------Main and Sidney Sts.
Anheuser-Busch Brew. Ass'n--Second and Dorcas Sts.
*Nelson Morris & Co----------A. B. B. A. Yards.
*St. Louis Dressed Beef Co----------A. B. B. A. Yards.
*R. Stecher Cooperage Co----------A. B. B. A. Yards.
St. Louis Dried Grain Co----------A. B. B. A. Yards.
W. J. Lemp Western Brewery--Main and Cherokee Sts.

Medart Patent Pulley Co.....Cherokee St.
Schroeter Coal Co.....Cherokee St.
Missouri Metal Co.....Guthrie St.
H. Mueller .....Marine Ave.
J. A. Lohrum .....Osage St.
H. Ruecking & Co.....Gasconade Ave.
St. Louis Sanitary Co.....Main and Gasconade Ave.
Work House, City.....Meramec St.
Schweer Brick Co.....Meramec St.
Herf & Frerichs Chemical Co.....Tucker Station
Merck & Co.....Tucker Station

*Applies only to and from Iron Mountain Connection with Manufacturers' Railway Company, upon whose tracks the industries are located.

MISSOURI PACIFIC RAILWAY COMPANY.
ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY.

Carondelet, Mo.

Name of Place or Industry.	Location.
Providential Chemical Works	Missouri Pacific Yards
St. Louis Blast Furnace Co.	Missouri Pacific Yards
Western Whiting Co.	Missouri Pacific Yards
Gillick Bros.	Missouri Pacific Yards
H. Heinrichsmeyer	Missouri Pacific Yards
S. W. Westmans	Missouri Pacific Yards
Louis Burghart	Missouri Pacific Yards
Edgar Zinc Co.	Missouri Pacific Yards
Whitman Agricultural Co.	Missouri Pacific Yards
Carondelet Electric Light & Power Co.	Missouri Pacific Yards
A. B. Paule	Missouri Pacific Yards
Donk Bros. Coal & Coke Co.	Missouri Pacific Yards
J. C. Bohne	Missouri Pacific Yards
Grooper Cooperage Co.	Missouri Pacific Yards
Buehler Cooperage Co.	Missouri Pacific Yards
Geisel Construction Co.	Missouri Pacific Yards
Stupp Bros.	Missouri Pacific Yards
Shoenlay-Kukuch Trunk Top and Buggy Co.	Iron Mountain Yards

Johnston Tin Foil & Metal Co.---Iron Mountain Yards
Jno. Eichorn ----------Iron Mountain Yards
E. E. Squires ----------Iron Mountain Yards
St. Louis Blast Furnace Co.----Iron Mountain Yards
Nelson, Morris & Co. ----------Iron Mountain Yards
Carondelet Electric Light & Power Co.---------
----------Iron Mountain Yards
Whitman Agricultural Co. ----Iron Mountain Yards
Carondelet Milling Co. ---------Iron Mountain Yards
Louis Burghart ----------Iron Mountain Yards
Waters-Pierce Oil Co. ---------Iron Mountain Yards
Robert Avenue Delivery Track--Iron Mountain Yards
South St. Louis Foundry------Iron Mountain Yards
Klausman Brewing Co. ---------Iron Mountain Yards
Banner Lime & Cement Co.----Iron Mountain Yards
C. J. Watkins ----------Iron Mountain Yards
Gillick Bros. ----------Iron Mountain Yards
International Steel Post Co. ----Iron Mountain Yards
Wiggins Ferry Co. (Docks)----Iron Mountain Yards

S. LOUIS, KANSAS CITY & COLORADO RAILWAY COMPANY.

Public Delivery Team Track ----------Union Ave.

ST. LOUIS MERCHANTS BRIDGE RAILWAY COMPANY,

St. Louis, Mo.

Public Delivery Yard ------Twelfth and Gratiot Sts.
Handlan Warehouse ------Twelfth and Gratiot Sts.
S. N. Long Warehouse Co. ----Ninth and Gratiot Sts.
J. F. Ewing Salt Co. ------Ninth and Gratiot Sts.
Quick Meal Stove Co. ----------
----------Between 8th and 9th on Chouteau Ave.
Ringen Stove Co.---------Bet. 8th and 9th on Chouteau
Purina Mills -- -- ---- Eighth and Gratiot Sts.
Public Delivery Yard ---------Eighth and Gratiot Sts.
Dodson & Braun ----------Second and Gratiot Sts.
St. Louis Ice & Cold Storage Co.----------
----------Levee and Gratiot St.

Public Delivery Yard ----------Main and Carr Sts.
Public Delivery Yard ----------Main and Biddle Sts.
Beck & Corbitt Iron Co. --------Main and Biddle Sts.
Standard Mills ----------Main and O'Fallon Sts.
Willard Stove Co. ----------Main and O'Fallon Sts.
Public Delivery Yard --------Main and Florida Sts.
Laclede Gas Co. ----------Main and Mullanphy Sts.
Victoria Mills ----------Main and Mound Sts.
Public Delivery Yard ---Collins St., Biddle to Dickson
John C. Kupferle ----------Second and Mound Sts.
Public Delivery Yard ----Second and Hempstead Sts.
American Brake Co. ----------Second and Tyler Sts.
Standard Stamping Co. ---Second and Chambers Sts.
John Deere Plow Co. -------Second and Clinton Sts.
Public Delivery Yard--Second and North Market Sts.
Schroeder Ice Co. ----Second and North Market Sts.
Glencoe Lime & Cement Co. (Warehouse)------
----------Second and North Market Sts.
St. Louis Sanitary Co. -------Hall and Branch Sts.
Boeckler Lumber Co. --------Hall and Branch Sts.
Union Carriage Co. ----------Hall and Branch Sts.
Public Delivery Yard--------Second and Branch Sts.
Public Delivery Yard---------Hall and Destrehan Sts.
Granite Iron Rolling Mill----Hall and Destrehan Sts.
Independent Stock Yard----Hall St. and Bremen Ave.
Public Delivery Yard------Hall St. and Bremen Ave.
Mississippi Glass Co. --------Main and Angelica Sts.
Public Delivery Yard ----------Main and Ferry Sts.
Mississippi Glass Co. ------Main and Douglass Sts.
Public Delivery Yard----Second St. and Grand Ave.
City Water Works --------Second St. and Grand Ave.
Broderick & Bascom Rope Co.----------
----------Second St. and Grand Ave.
Laclede Car Co. ----------Second St. and Grand Ave.
Powitski & Collins --------Second St. and Grand Ave.
Public Delivery Yard ----John and McKissock Aves.
Public Delivery Yard ------Gano and McKissock Ave.
Public Delivery Yard----Prairie and McKissock Aves.
Public Delivery Yard ----DeSoto and McKissock Aves.
Mound City Chair Co. ----Second and Brooklyn Sts.
Columbia Box Co. ----------Palm St.

Haffner Manufacturing Co. ----------
----------S. W. Cor. Hall and Dock Sts.
Jackes-Evans Manufacturing Co.----------
----------Main and Tyler Sts., on Mer. Bridge
Moon Bros. Carriage Factory----------
-- -------McKissock Ave. bet. Prairie and Gano Ave.
Wabash Elevator Co. ----------Main and Biddle Sts.
Public Delivery Yard ----Talcott and McKissock Ave.
Henry Sayers ----------Main and O'Fallon Sts.
Public Delivery Yards ----Third St. and Withers Ave.
Public Delivery Yard ----College and McKissock Ave.
Public Delivery Yard ----Third St. and Red Bud Ave.
Public Delivery Yard----Adelaide and McKissock Ave.
Public Delivery Yard-----Third St. and Athlone Ave.
Public Delivery Yard -------Third St. and Holly Ave.
Public Delivery Yard----Third St. and Clarence Ave.
Public Delivery Yard----------Third and Pope Ave.
Public Delivery Yard -----Harris and McKissock Ave.
St. Louis Pumping Station ----------
----------Carrie and McKissock Aves.
Public Delivery Yard--Bircher St. and McKissock Ave.
Benbow-Brammer Manufacturing Co. ----------
----McKissock Ave., bet. Withers and Talcott Ave.
St. Louis Screw Co. ----Third St. and Clarence Ave.
Mayer Fertilizer & Junk Co.----------
------McKissock Ave., bet. Prairie and Gano Ave.
Monmouth Pottery Co. ------Main and O'Fallon Sts.
Garrett Wine Co. ----------Main and O'Fallon Sts.
Fred Beiser ----------Second and Hempstead Sts.
Moline Plow Co. ----------Second and Clinton Sts.
Key-Pimm Manufacturing Co.--Hall and Branch Sts.
Teckemeyer & Wehinger ----------Palm St.
Bonsack Lumber Co. --------Hall and Destrehan Sts.
C. F. Leibke Lumber Co. ----Hall and Destrehan Sts.
National Ammonia Co. ------Hall and Destrehan Sts.
Buck Stove and Range Co.----Hall and Desterhan Sts.
Thomas & Proets ----------Hall and Destrehan Sts.
Valley Milling Co. -------Third St. and Clarence Ave.

ST. LOUIS TRANSFER COMPANY,

St. Louis, Mo.

Wiggins Ferry Co. Public Yards ---------Douglas St.
Wiggins Ferry Co. Public Yards---------Angelica St.
Wiggins Ferry Co. Public Yards ---------Bremen Ave.
Wiggins Ferry Co. Public Yards ---------Branch St.
Wiggins Ferry Co. Public Yards ----North Market St.
Wiggins Ferry Co. Public Yards ----------Mound St.
Wiggins Ferry Co. Public Yards ------Chouteau Ave.
Wiggins Ferry Co. Public Yards ----------Miller St.
Wiggins Ferry Co. Public Yards ----------Carroll St.
Wiggins Ferry Co. Public Yards ------Lesperance St.
Wiggins Ferry Co. Public Yards ----------Barton St.
Wiggins Ferry Co. Public Yards ----------Victor St.
Wiggins Ferry Co. Public Yards ----------Sidney St.
Wiggins Ferry Co. Public Yards -------St. George St.
Wiggins Ferry Co. Public Yards ----------Dorcas St.
American Hardwood Lumber Co. ----------Dock St.
St. Louis Sash & Door Works ----------Dock St.
F. Christen & Sons ----------Dock St.
Steele & Hibbard ----------Branch St.
Union Carriage Co. ----------Branch St.
Boeckeler Lumber Co. ----------Branch St.
Independent Arm & P. Co. ----------Branch St.
American Central Coal Co. ----------Branch St.
Grasselli Chemical Co. ----------Branch St.
Mound City Elevator ----------Branch St.
Plummer Lumber Co. ----------Branch St.
American Coal Co. ----------Branch St.
Boehmer Coal Co. ----------Branch St.
Columbia Box Co. ----------Wright St.
Techemeyer & Wehinger ----------Wright St.
St. Louis Sanitary Co. ----------Wright St.
Bonsack Lumber Co. ----------Montgomery St.
W. G. Rice Lumber Co. ----------Montgomery St.
Koenig Lumber Co. ----------Montgomery St.
St. Louis Water Works ----------Bissell's Point
Republic Oil Co. ----------Ferry St.
Schnelle & Querle Lumber Co. ----------Angelica St.
Herman Oak Leather Co. ----------Angelica St.

St. Louis Union Packing Co. ---------- Bremen Ave.
Independent Stock Yards ---------- Bremen Ave.
Sanitary St. Cleaning and Sprinkling Machine Co. ---------- Bremen Ave.
Thomas & Proetz Lumber Co. ---------- Angelrodt St.
Buck Stove & Range Co. ---------- Destrehan St.
National Enameling & Stamping Co. ---- Destrehan St.
National Ammonia Co. ---------- Destrehan St.
C. F. Liebke Lumber Co. ---------- Destrehan St.
Wilson Land & Lumber Co. ---------- Salisbury St.
Hafner Manufacturing Co. ---------- Dock St.
New Union Sand Co. ---------- Tyler St.
Graham Paper Co. ---------- Mound St.
Victoria Flour Mill (Washburn & Crosby) -- Mound St.
Brooklyn St. Elevator ---------- Mound St.
Laclede Gas Light Co., Station "B" ------ Mound St.
Laclede Gas Light Co., Elect. Dept. ------ Mound St.
Scarritt-Comstock Furniture Co. ---------- Mound St.
Cohen-Schwartz R. & S. Co. ---------- Mound St.
Union Storage Co. ---------- Florida St.
Merchants Elevator Co. ---------- Florida St.
Charter Oak Stove & Range Co. ---------- Lewis St.
Polar Wave Ice & Fuel Co. ---------- Smith St.
St. Louis Refrigerating & Cold Storage Co. ---------- O'Fallon St.
Laclede Power Co. ---------- O'Fallon St.
American Ref. Trans. Co. (Cooler No. 2) O'Fallon St.
Jas. Hutchison & Son ---------- Ashley St.
McPheeters Warehouse Co. ---------- Biddle St.
American Ref. Trans. Co. Ice Chute ------ Cedar St.
Laclede Gas Light Co., Station "A" ------ Convent St.
Barrett Manufacturing Co. ---------- Convent St.
Warren Coke Co. ---------- Rutger St.
Banner Buggy Co. ---------- Rutger St.
Mueller Coal, Heavy Hauling and Trans. Co. ---------- Barton St.
Keller & Tamm Mfg. Co. ---------- Victor St.
Nulsen, Klein & Krausse ---------- Sidney St.
Muren Coal & Ice Co. ---------- Dorcas St.
F. W. Goeke & Co. ---------- Dorcas St.
Donk Bros. Coal & Coke Co. ---------- Dorcas St.

Werthan & Co. ----------Dorcas St.
Germantown Coal Co. ----------Sidney St.

TERMINAL RAILROAD ASSOCIATION,

St. Louis, Mo.

Cupples Station ----------8th and Poplar Sts.
Public Delivery Tracks ---------Tenth and Poplar Sts.
Paddock-Hawley Iron Co. -----Tenth and Spruce Sts.
John Deere Plow Co. ----------Tenth and Spruce Sts.
Public Delivery Yard ------Sixteenth and Clark Ave.
Crown Linseed Oil Works --Sixteenth and Clark Ave.
Evans Bros. Warehouse ----Sixteenth and Poplar Sts.
Armour Packing Co. --Twenty-first St. and Clark Ave.
Cudahy Packing Co. -Twenty-second St. and Scott Ave.
Nelson, Morris & Co. ----Twenty-first and Poplar Sts.
Pullman Palace Car Co's Shops----------
----------Twenty-first St. and Scott Ave.
Swift & Co. ----------Twenty-first and Poplar Sts.
Chas. Ehlermann Hop & Malt Co.----------
----------Twenty-second St. and Scott Ave.
Oliver Chilled Plow Works----------
----------Twenty-second St. and Scott Ave.
Atlantic Quarry & Const. Co. ----------Compton Ave.
Public Delivery Yard -Compton Ave. and Atlantic St.
Trinidad Asphalt Co. --Twenty-first St. and Clark Ave.
St. Louis Paper Box Co ----------
----------Twenty-first and Randolph Sts.

WABASH RAILROAD.

North St. Louis, Mo.

American Central Fruit & Produce Auction Co.--
----------Carr St.
Armour & Co. ----------Benton St.
Beldong Coal Co. ----------Florida St. 2nd St. Track
Boehmer Coal Co. ----------St. Louis Ave. Yard
Broderick & Bascom Rope Co. ----------Douglass St.
Buck Stove & Range Co. ----------Destrehan St.
Burgdorf, R. F. Coal Co. ----------Baden, Mo.
Buss, J. B. Mills ----------Baden,Mo.

Colorado Sand & Gravel Co. ----------Benton St.
Colorado Sand & Gravel Co. ----------Dickson St.
Colorado Sand & Gravel Co. ----------East Grand Ave.
Commonwealth Carriage Co. ----------Bremen Ave.
Commonwealth Feed Mills Co. ----------DeSoto Ave.
Diekman Coal Co. ----------North Market St.
Druhe Lumber Co. ----------Clinton St.
Frey, R. M., Lumber Co. ----------St. Louis Ave.
Furstenfeld & Son ----------Baden,Mo.
Gast Brewing Co. ----------Baden, Mo.
Granite Iron Rolling Mill Co.----------Destrehan St.
Green Car Wheel Co. ----------Branch St.
Gruner, P. & Bro. Lumber Co.----------Angelica St.
Heidbreder Coal Co. ----------St. Louis Ave. Yard
Holste, John ----------Withers Ave.
Independent Packing Co. ----------Warren St.
Independent Stock Yard ----------Bremen Ave.
Kraft, J. A. Coal Co. ----------Baden, Mo.
Leibke, Chas. F. ----------Buchanan St.
Luke, Wm. ----------Bremen Ave.
McDonald & Klauber ----------DeSoto Ave.
McPheeters Wabash Warehouse Co. ----Franklin Ave.
Mallinckrodt Chemical Co. ----------Destrehan St.
Mallinckrodt Chemical Co. ----------Mallinckrodt St.
Massengale Lumber Co. ----------Benton St.
Mathes, G., & Son Bag Co. ----------Branch St.
Mathiason, P. B. Mfg. Co. ----------Adelaide Ave.
Mayer Fertilizer & Junk Co. ----------Withers Ave.
Mechanics' Planing Mill Co. ----------Bremen Ave.
Meir & Pohlman ----------Benton St.
Meyer Bros. Coal Co. ----------St. Louis Ave. Yards
Mississippi Glass Co. ----------Angelica St.
Mississippi Glass Co. ----------Douglass St.
Mississippi Valley Elevator & Grain Co.--Madison St.
Missouri Car Storage Co. ----------Douglass St.
Missouri Game & Poultry Co.--Carr St. 2nd St. Track
Moon, J. W., Buggy Co. ----------Douglass St.
Mosberger-O'Reilly Lumber Co. ----------Tyler St.
More-Jones & Co. ----------Dock St.
Mound City I. & C. S. Co. ----------Branch St.
Muren Coal Co. ----------St. Louis Ave. Yards

National Enameling & Stamping Co. (Collins St. Track) ---------- Florida St.
Nelson, Morris & Co. ---------- Wright St.
Olcott, Chas. A., Planing Mill Co. ---------- Buchanan St.
Perkins, A. L. ---------- Cass Ave.
Phelps & Donely Coal Co. ---------- St. Louis Ave.
Pioneer Pole & Shaft Co. ---------- Clinton St.
Pohlman, C. H. ---------- Angelica St.
Quade, Charles ---------- Prairie Ave.
Republic Oil Co. ---------- Ferry St.
Riddle-Rehbein Manufacturing Co. ---------- St. Louis Ave.
St. Louis Car Co. Automobile Works ---------- Withers Ave.
St. Louis Dressed Beef Co ---------- North Market St.
St. Louis Hide & Tallow Co. ---------- Talcott Ave.
St. Louis Oil Co. ---------- Branch St.
St. Louis Syrup and Preserving Co. ---------- Dickson St., 2nd St. Track
Scobie, J. F. Lumber Co. ---------- St. Louis Ave.
Seed, M. A., Dry Plate Co. ---------- Woodland, Mo.
Souther, E. E., Iron Co. ---------- Monroe St.
Southwestern Oil Co. ---------- East Grand Ave.
Striefler, C. E., Lumber Co. ---------- North Market St.
Schwartschild, Sulzberger & Co. ---------- Montgomery St.
Swift & Co. ---------- Wright St.
Tebbets, L. B., & Son Carriage Co. ---------- Branch St.
Thos. King Coal & Sand Yard ---------- Woodland, Mo.
Union Electric Light & Power Co. ---------- Ashley St.
Union Fuel Co. ---------- Buchanan St.
United Elevator Grain Co. (Merchants Elevator Co.) ---------- Florida St.
United Railways Co. ---------- Salisbury St.
Venice Transportation Co. ---------- Douglass St.
Waltke Soap Co. ---------- East Grand Ave.
Waters-Pierce Oil Co. ---------- East Grand Ave.
Western Iron Supply Co. ---------- Dickson St., 2nd St. Track
Wilson Land & Lumber Co. ---------- Bremen Ave.

WABASH RAILROAD, UNION DEPOT LINE,

St. Louis, Mo.

Acme Shovel & Tool Co. ----------Vandeventer Ave.
Armour & Co. (Heinrich's Switch)--Vandeventer Ave.
Avery Coal & Mining Co. (Heinrich's Switch)----
----------Vandeventer Ave.
Banner Clay Co. (Hunkins-Willis Switch)-Taylor Ave.
Banner Coal Co. ----------Euclid Ave.
Banner Lumber Co. ----------Newstead Ave.
Barth-Rose Coal Co. ----------Newstead Ave.
Berry-Bergs Coal Co. ----------Vandeventer Ave.
Boehmer Coal Co. ----------Eden, Mo.
Boeckeler Lumber Co. ----------Eden, Mo.
Colorado Sand & Gravel Co. ----------Cabanne Ave.
Colorado Sand & Gravel Co. ----------Taylor Ave.
Colorado Sand & Gravel Co. ----------Rosedale, Mo.
Crescent Ice & Coal Co. (Heinrich's Switch)----
----------Vandeventer Ave.
DeCamp Fuel Co. ----------Cabanne Ave.
DeCamp Fuel Co. ----------Rosedale, Mo.
Donk Bros. Coal & Coke Co. ----------Cabanne Ave.
Donk Bros. Coal & Coke Co. ----------Rosedale, Mo.
Empire Brewing Co. ----------Sarah St.
Exchange Grain Elevator ----------Theresa Ave.
Gilsonite Construction Co. ----------Boyle Ave.
Heinrich Coal Co. ----------Vandeventer Ave.
Hunkins-Willis Lime & Cement Co. ------Taylor Ave.
Hydraulic Press Brick Co. ----------Spring Ave.
Illinois Steel Co. (Cement Dept.) ----------Boyle Ave.
International Oil Works ----------Theresa Ave.
King Electric Co. ----------Rosedale, Mo.
Liquid Carbonic Acid Co. ----------Theresa Ave.
Ludlow-Saylor Wire Co. ----------Newstead Ave.
Lumaghi Coal Co. (Heinrich's Switch)----------
----------Vandeventer Ave.
Madison Coal Co. (Heinrich's Switch)----------
----------Vandeventer Ave.
Maguire Coal Co. ----------Theresa Ave.
Missouri Forge & Supply Co. ----------Theresa Ave.
Mound City Paint & Color Co. ----------Boyle Ave.

Nelson, Morris & Co. (Heinrich's Switch)---------Vandeventer Ave.
New Union Sand Co. ----------Euclid Ave.
New Union Sand Co. ----------Rosedale, Mo.
New Union Sand Co. (Cement and Sand Dept.)----------Spring Ave.
New Union Sand Co. ----------Taylor Ave.
Northwestern Con. Milling Co. ----Vandeventer Ave.
Parker, Washington Co. ----------Rosedale, Mo.
Parker, Washington Construction Co. (Hunkins-Willis Switch) ----------Taylor Ave.
Phoenix Quarry Co. ----------Boyle Ave.
Polar Wave Ice Co. ----------Newstead Ave.
Polar Wave Ice & Fuel Co. ----------Rosedale, Mo.
Quinlivan, S. J., Feed Co. ----------Rosedale, Mo.
Ratican, Wm. ----------Vandeventer Ave.
Riddle, G. A., Slate Co. ----------Taylor Ave.
Rosedale Construction Co. ----------Rosedale, Mo.
Rosedale Feed Co. ----------Rosedale, Mo.
St. Louis & Suburban Ry. Co. ----------Rosedale, Mo.
St. Louis Car Wheel Co. ----------Spring Ave.
St. Louis Well Mach. & Tool Co. ------Newstead Ave.
Tamm Bros. Glue Co. ----------Vandeventer Ave.
The Columbia Hay & Grain Co.----------Theresa Ave.
The Granite Bituminous Paving Co. (Heinrich's Switch) ----------Vandeventer Ave.
The Iola Portland Cement Co.-------Vandeventer Ave.
The St. Louis Shovel Co. ----------Vandeventer Ave.
Trinidad Asphalt Co. ----------Theresa Ave.
Union Fuel Co. ----------Newstead Ave.
Vandeventer Lumber Co. (Heinrich's Switch)----------Vandeventer Ave.
Wabash Wood Working Co. ----------Newstead Ave.
Wagner Electric Co. ----------Page Ave.
Western Anthracite Coal Co. ----------Boyle Ave.

Weights.

All coal forwarded at rates named herein is subject to weights shown in C. & E. I. R. R., E. & T. H. R. R., and E. I. R. R. Joint Tariff No. 499 (I. C. C., C. T. M. No. 213), supplements thereto, or subsequent issues.

Way-Billing Instructions.

Coal for the above industries should be billed through to St. Louis at rates provided herein.

Supplement No. 2 to I. C. C., C. T. M. No. 241, Canceling Supplement No. 1.

FRISCO.

CHICAGO & EASTERN ILLINOIS RAILROAD CO.

In connection with Chicago, Burlington & Quincy Ry.; Missouri Pacific Railway Co.; St. Louis & San Francisco R. R. Co.; St. Louis, Iron Mountain & Southern Ry.; St. Louis, Kansas City & Colorado Railway Co.; St. Louis Merchants Bridge Terminal Ry.; St. Louis Transfer Ry.; Terminal R. R. Association of St. Louis; Wabash Railroad; Wiggins Ferry Co.

Supplement No. 2 (Canceling Supplement No. 1) to Joint Tariff No. 548, St. L. & S. F. R. R. Co. No. 1352, applying on Bituminous Coal, Carloads.

From Mines on Chicago & Eastern Illinois Railroad Co. to St. Louis and Carondelet, Mo.

Issued March 6, 1907. Effective April 8, 1907.

W. A. Holley, A. G. F. A., C. B. & Q. Ry., Chicago.

E. B. Lane, G. F. A., Mo. Pac. Ry. Co., St. Louis.

W. D. Hurlbut, G. F. A., St. L., I. M. & S. Ry., St. Louis.

J. L. Penney, T. M., St. L. M. B. T. Ry., Terminal R. R. Ass'n, St. Louis.

J. A. Middleton, F. T. M., St. L. & S. F. R. R. Co., St. Louis.

J. E. Gathright, Auditor St. L. Transfer Ry., Wiggins Ferry Co., St. Louis.

R. N. Collyer, A. G. F. A., Wabash R. R., St. Louis.

E. K. Voorhees, G. F. A., St. L. & S. F. R. R. Co., St. Louis.

F. C. Reilly, G. F. A., C. & E. I. R. R. Co., Chicago.

Issued by

E. J. Knickerbocker, C. T. M., C. & E. I. R. R. Co., Chicago.

Authority K-701.

Amend above described issue as follows:

Rates in Cents Per Ton of 2,000 Pounds.

From Witt and Livingston, Ill., to St. Louis and Carondelet, Mo. 62 cents.

(See Note.)

Rates named above will apply only to industries and tracks hereinafter specified, and only on first delivery to such industries and tracks. If, after first delivery is made, shipments for any reason are reconsigned, switching, reconsigning or other charges of road handling such reconsignment will be in addition to rates shown herein.

Add to list of industries on St. L. & S. F. R. R. the following: St. L. & S. F. R. R. Shops, Chouteau Ave.

Complainant's Exhibit No. 149.

WIGGINS FERRY CO.

EAST ST. LOUIS CONNECTING RAILWAY.

ST. LOUIS TRANSFER RAILWAY.

J. E. Gathright, Auditor.

Union Station, St. Louis, June 5, 1907.

Hon. Edward C. Crow, Attorney-at-law,

Wainwright Building, City.

Dear Sir: In compliance with your favor of the 4th inst., and your telephone request of this date, I beg to give you below answers to interrogatories, a list of which was handed to me by Mr. M. F. Watts, a few days ago, relative to property owned by the Wiggins Ferry Company, etc.:

Boats—

4 Passenger and Wagon Ferry Boats.
2 Car Transfer Boats.
1 Tug.
4 Ferry Wharf Floats.
4 Car Transfer Wharf Floats.
1 Calking Flat.

1 Floating Pile Driver.
Cannot give dates purchased.
Cost as shown by records $386,087.56
Rolling Stock:
None.
Real Estate:
711.8 Acres in Illinois, 10.75 Acres in Missouri.
Cannot give dates purchased.
Cost as shown by records $876,981.85
Railroad Tracks:
10.87 Miles Yard Tracks in Missouri.
Cost as shown by records $95,277.34
Warehouses: None
Depots: None.

Yours very respectfully,
J. E. Gathright, Auditor.

Complainant's Exhibit No. 150.

WIGGINS FERRY CO.

EAST ST. LOUIS CONNECTING RAILWAY.

ST. LOUIS TRANSFER RAILWAY.

J. E. Gathright, Auditor.

Union Station, St. Louis, June 5, '07.

Hon. Edward C. Crow,
Wainwright Building, City.

Dear Sir: Replying to your favor of the 7th inst., beg to give you below a statement of property owned by the St. Louis Transfer Railway Co. and the East St. Louis Connecting Railway Co., as follows:

St. Louis Transfer Railway Company.

11.152 Miles of track, cost as per our books. $510,982.21
10 Locomotives 94,460.31
2 Push Cars 20.00
Sundry buildings, such as Water Stations, Switch Shanties, etc., estimated cost... 6,975.00

East St. Louis Connecting Railway Company.

28 Miles of Track, cost $399,571.63
1 Water Column 240.00

12 Locomotives 162,404.70

Yours very respectfully,

J. E. Gathright, Auditor,

Complainant's Exhibit No. 151.

Statement of Coal, West Bound, and Lumber and Chatts, East Bound, Transported via Waterloo and Carondelet Turnpike and Ferry Company in connection with the East St. Louis and Carondelet Ry., during the year 1902.

	West Bound.	East Bound.	
	Coal.	Lumber.	Chatts.
January	1816	859	42
February	1403	971	..
March	2086	1557	329
April	1696	1901	361
May	1594	1775	611
June	1610	1492	480
July	1440	1239	661
August	1234	1700	619
September	1600	1547	708
October	1161	1660	733
November	1912	1230	809
December	589	281	215
Total Cars	18,141	16,212	5,568

Complainant's Exhibit No. 152.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

New York, April 26, 1902.

Julius S. Walsh,

Terminal R. R. Association, St. Louis, Mo.

(3628 Delmar Bl.)

Have just left Mr. Gould. Do not hesitate to act on

his telegram. If other directors do not approve we will assume the burden.

J. Ramsey, Jr.

(Regular printed form on Back.)

Complainant's Exhibit No. 153.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Julius S. Walsh, President Mississippi Valley Trust Company, St. Louis.

I do not know enough as to the value of the Wiggins Ferry to express an opinion off-hand. Can you not get an option from the holders at the price named that will run long enough to give us a chance to look into the matter. If the property is worth the money am not averse to acquiring it.

10:31 a. m. Geo. J. Gould.

(Regular printed form on back.)

Complainant's Exhibit No. 154.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

New York, April 26, 1902.

Julius S. Walsh,

Prest. Mississippi Valley Trust Company,

St. Louis, Mo.

I have just had an interview with Mr. Ramsey. If you can get a majority of the stock at Six Hundred Dollars a Share, go ahead and take it.

Geo. J. Gould.

(Regular printed form on back.)

Complainant's Exhibit No. 155.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Louisville, Ky., April, 26, 1902.

J. S. Walsh.

A approve of the purchase upon the terms described.

M. H. Smith, 2:26 p.

(Regular printed form on back.)

Complainant's Exhibit No. 156.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Louisville, Ky., April 26, 1902.

J. S. Walsh, Prest.

Wired you early this morning approved of purchase upon terms described.

M. H. Smith. 4:41 p.

(Regular printed form on back.)

Complainant's Exhibit No. 157.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Louisville, Ky., May 1st., 1902.

J. S. Walsh,

President Terminal Rd. Assn.,

Union Station, St. Louis, Mo.

Have wired Messrs. Ramsey and Harding that Louis-

ville and Nashville Railroad Co. will assume its one-seventh share of the purchase.

M. H. Smith. 10:43 a. m.

(Regular printed form on back.)

Complainant's Exhibit No. 158.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Pittsburg, Pa., 4-26-1902.

J. S. Walsh,

St. Louis, Mo.

I have your message. Our company approves of the proposition to purchase a majority of the W. F. Co.'s stock at six hundred.

James McCrea. 11:34 a. m.

(Regular printed form on back.)

Complainant's Exhibit No. 159.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Pittsburg, Pa., April 26, 1902.

J. S. Walsh,

Prest. Terminal R. R. Association, St. Louis.

My message of this morning was based on the understanding that six hundred was for a par of one hundred. I had a talk with Mr. Loree on the telephone and am sure his message was based on a similar understanding.

James McCrea. 1:29 p. m.

(Regular printed form on back.)

Complainant's Exhibit No. 160.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Cincinati, Ohio, April 26, 1902.

J. S. Walsh,

Prest. Terminal R. R. Assn.

Your telegram received this morning. Mr. Ingalls is at Hot Springs. Your message will be repeated to him. As I understand, it means paying Six Million Dollars for the property. Am I right?

E. F. Osborne.

(Regular printed form on back.)

Complainant's Exhibit No. 161.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed. Check.

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

Hot Springs, Va., May 1, 1902.

J. Ramsey, Jr.,

President Wabash R. R., St. Louis, Mo.

Whatever your company and the Missouri Pacific do for the joint interest we shall be glad to conform and join in. We are so far off that I have to leave the matter entirely in your hands and Mr. Walsh's.

M. E. Ingalls.

Copy of copy of original.

(Regular printed form on back.)

CHART
TOO
LARGE
FOR
FILMING

Complainant's Exhibit No. 162.

Form 260.

THE WESTERN UNION TELEGRAPH COMPANY.

Incorporated.

23,000 Offices in America. Cable Service to All the World.

Robert C. Clowry, President and General Manager.

Receiver's No. Time Filed Check

Send the following message subject to the terms on back hereof, which are hereby agreed to:

(COPY)

New York, April 26, 1902.

J. S. Walsh,

Terminal R. R. Assn., St. Louis.

The Baltimore & Ohio assent to purchase of a control of Wiggins-Ferry Co. stock as you suggest in your telegram of last night, provided the assent of the other lines in interest is obtained.

L. F. Loree. 5:35 p. m.

(Regular printed form on back.)

Complainant's Exhibit No. 165.

St. Louis, May 1, 1904.

DIAMOND JO LINE STEAMERS.

General Passenger and Ticket Department.

Rates for Summer Tourist Business.

Ticket Agents.

These Rates include Meals and Berth on Steamer while en route, but not when in port at St. Louis or St. Paul.

(The following notation appears on the face of this Exhibit in ink: "Round Trip Rates in effect season of 1904. I. P. Lusk, G. P. A.")

Passenger Rates, Including Meals and Berth, to St. Louis, Mo.

Miles from St. Louis.	From	One Way.	Round Trip.
	ST. LOUIS.		
23	Alton, Ill.	$1.00	$1.80
103	Clarksville, Mo.	2.25	3.90

113	Louisiana, Mo. ------	2.50	4.40
141--	Hannibal, Mo. ------	3.25	5.70
161	Quincy, Ill. ----------	4.00	7.00
171	La Grange, Mo. ------	4.25	7.40
178	Canton, Mo. ----------	4.50	7.90
197	Alexandria, Mo. ----	5.00	8.80
198	Warsaw, Ill. --------	5.00	8.80
202	Keokuk, Iowa -------	5.00	8.80
214	Montrose, Iowa ------	5.50	9.70
217	Nauvoo, Ill. ----------	5.50	9.70
225	Ft. Madison, Iowa --	5.75	10.10
235	Dallas City, Ill. ------	5.75	10.10
249	Burlington, Iowa ----	6.25	11.00
262	Oquawka, Ill. --------	6.75	12.00
274	Keithburg, Ill. ------	6.75	12.00
280	New Boston, Ill. -----	7.00	12.50
303	Muscatine, Iowa ----	7.75	13.80
331	Davenport, Iowa ----	7.75	13.80
332	Rock Island, Ill.------	7.75	13.80
348	LeClaire, Iowa ------	8.50	15.20
349	Port Byron, Ill. ------	8.50	15.20
354	Princeton, Iowa ------	8.75	15.60
366	Albany, Ill. ----------	8.75	15.60
372	Clinton, Iowa --------	8.75	15.60
392	Sabula, Iowa --------	9.25	16.50
394	Savana, Ill. ----------	9.25	16.50
415	Bellevue, Iowa ------	10.00	17.90
439	Dubuque, Iowa ------	10.00	17.90
469	Cassville, Wis. ------	11.00	19.70
480	Glen Haven, Wis.----	11.50	20.60
487	Clayton, Iowa ------	12.00	21.50
498	McGregor, Iowa -----	12.00	21.50
530	Lansing, Iowa ------	13.00	23.30
573	LaCrosse, Wis. ------	13.25	23.70
604	Winona, Minn. ------	14.25	25.50
612	Fountain City, Wis.--	15.00	26.90
623	Minneiska, Minn. ----	15.25	27.30
633	Alma, Wis. ----------	15.50	27.80
642	Wabasha, Minn. -----	15.50	27.80
656	Lake City, Minn. ----	16.00	28.00
677	Red Wing, Minn. ----	16.00	28.00

699	Prescott, Wis.	16.00	28.00
702	Hastings, Minn.	16.00	28.00
729	Saint Paul, Minn.	16.00	28.00

The above rates apply in either direction. Limit of Tickets Oct. 15.

Passenger Rates, Including Meals and Berth, to St. Paul, Minn.

Miles from St. Paul.	From	One Way.	Round Trip.
	ST. PAUL.		
27	Hastings, Minn.	$1.00	$1.80
30	Prescott, Wis.	1.00	1.80
52	Red Wing, Minn.	1.50	2.60
73	Lake City, Minn.	2.00	3.50
87	Wabasha, Minn.	2.50	3.40
96	Alma, Wis.	3.00	5.30
106	Minneiska, Minn.	3.00	5.30
117	Fountain City, Wis.	3.50	6.20
125	Winona, Minn.	3.75	6.60
156	LaCrosse, Wis.	4.75	8.40
166	Brownsville, Minn.	5.25	9.30
199	Lansing, Iowa	6.00	10.70
231	McGregor, Iowa	6.75	12.00
242	Clayton, Iowa	7.25	12.90
260	Cassville, Wis.	7.75	13.80
290	Dubuque, Iowa	8.00	14.30
314	Bellevue, Iowa	8.75	15.60
335	Savanna, Ill.	9.50	17.00
337	Sabula, Iowa	9.50	17.00
357	Clinton, Iowa	10.00	17.90
380	Port Byron, Ill.	11.00	19.70
381	LeClaire, Iowa	11.00	19.70
397	Davenport, Iowa	11.00	19.70
398	Rock Island, Ill.	11.00	19.70
426	Muscatine, Iowa	11.50	20.60
449	New Boston, Ill.	12.25	21.90
455	Keithsburg, Ill.	12.25	21.90
467	Oquawka, Ill.	12.25	21.90

480	Burlington, Iowa	12.25	21.90
494	Dallas, Ill.	13.25	23.70
504	Fort Madison, Iowa	13.25	23.70
512	Nauvoo, Ill.	14.00	25.10
515	Montrose, Iowa	14.00	25.10
527	Keokuk, Iowa	14.00	25.10
531	Warsaw, Ill.	14.00	25.10
532	Alexandria, Mo.	14.00	25.10
551	Canton, Mo.	14.50	26.00
558	LaGrange, Mo.	14.50	26.00
568	Quincy, Ill.	14.50	26.00
588	Hannibal, Mo.	15.00	26.90
616	Louisiana, Mo.	15.50	27.80
626	Clarksville, Mo.	15.50	27.80
706	Alton, Ill.	16.00	28.00
729	St. Louis, Mo.	16.00	28.00

These rates are applicable in either direction. Limit return of ticket to Oct. 15, of year issued.

Rates for Children.

When accompanied by an adult, children under three years of age will be carried free; between three and five years of age, one-quarter fare; between five and twelve years of age, one-half fare; over twelve years of age full fare. This rule will be strictly enforced, and when tickets include meals and berth, not over two children of any one class will be allowed with an adult holding only one full fare ticket. Additional children will be charged next higher rate.

Children will be charged full fare if occupying seats at first table, except when they can be given such seats without inconvenience to adult passengers.

Stop-overs are not granted on either one-way or round-trip tickets at intermediate points between point of embarkation and destination.

Issac P. Lusk, Gen. Pass. Agt.,
St. Louis, Mo.

(Here appears cut of Steamer.)

Complainant's Exhibit No. 166.

DIAMOND JOE LINE STEAMERS.

Passenger Rates, Including Meals and Berth to St. Paul, Minn., and Return.

Miles from St. Paul	Rrom	First Class.
	ST. PAUL MINN.	
27	Hastings, Minn.	$ 1.80
30	Prescott, Wis.	1.80
52	Red Wing, Minn.	2.60
73	Lake City, Minn.	3.50
84	Read's, Minn.	4.40
87	Wabasha, Minn.	4.40
96	Alma, Minn.	5.30
106	Minneiska, Minn.	5.30
117	Fountain City, Wis.	6.20
125	Winona, Minn.	6.50
137	Trempealeau, Wis.	7.00
156	La Crosse, Wis.	7.75
166	Brownsville, Minn.	9.00
194	De Soto, Wis.	10.00
199	Lansing, Iowa	10.00
211	Lynxville, Wis.	10.50
228	Prairie du Chien, Wis	11.00
231	McGregor, Iowa	11.00
242	Clayton, Iowa	12.00
249	Guttenberg, Iowa.	12.50
260	Cassville, Wis.	12.50
289	East Dubuque, Ill.	13.50
290	Dubuque, Iowa	13.50
314	Belleville, Iowa	14.80
335	Savanna, Ill.	16.00
337	Sabula, Iowa	16.00
354	Lyons, Iowa	16.50
355	Fulton, Ill.	16.50
357	Clinton, Iowa	16.50
380	Port Byron, Ill.	17.00
381	LeClaire, Iowa	17.00

397	Davenport, Iowa	17.00
398	Rock Island, Ill.	17.00
426	Muscatine, Iowa	17.00
449	New Boston, Ill.	19.00
455	Keithsburg, Ill.	19.00
467	Oquawka, Ill.	19.25
480	Burlington, Iowa	19.25
494	Dallas, Ill.	20.00
504	Fort Madison, Iowa	20.00
512	Nauvoo, Ill.	21.00
515	Montrose, Iowa	21.00
527	Keokuk, Iowa	21.50
531	Warsaw, Ill.	21.50
532	Alexandria, Mo.	21.50
551	Canton, Mo.	23.75
558	La Grange, Mo.	23.75
568	Quincy, Ill.	23.75
588	Hannibal, Mo.	25.00
616	Louisiana, Mo.	26.00
626	Clarksville, Mo.	26.00
706	Alton, Ill.	28.00
729	St. Louis, Mo.	28.00

Tickets good to return on any steamer of the Line until September 30th.

(The following notation appears on the face of this Exhibit in ink: "Round-trip rates in effect years 1900, 1901, 1902 and 1903. I. P. Lusk, G. P. A.")

Complainant's Exhibit No. 167.

RECORD OF PROCCEDINGS.

Regular Meeting St. Louis Association General Passenger and Ticket Agents, held at Room 1316 Missouri Trust Building.

February 19th, 1904.

Meeting called to order at 10:30 a. m., Mr. A. Hilton, in the chair. The following lines were represented:

B. & O. S. W.—By O. P. McCarty, H. Stevenson.

Burlington—By L. W. Wakeley.

C. & A.—By D. McNamara.

C. P. & St. L.—By E. A. Williams.
C. C. C. & St. L.—By W. P. Deppe, W. G. Knittle.
Frisco—By A. Hilton.
Illinois Central—By J. A. Garrison.
L. H. & St. L.—By J. E. Davenport.
L. & N.—By J. E. Davenport.
Mo. Pac., St. L. I. M. & S.—By W. H. Bissland.
M. & O.—By. J. M. Beall.
M. K. & T.—By George Morton.
St. L., K. C. & C.—By A. Hilton.
St. L. S. W.—By E. W. LeBeaume.
Southern—By Geo. B. Allen.
T. R. R. Ass'n.—By V. W. Fisher.
Vandalia—By J. M. Chesbrough.
Wabash—By C. S. Crane.

St. Louis Joint Validating Agency.

Chairman of Executive Committee reported that work of committee was progressing. Committee had decided as the best plan to have a validating office down town in business section, and one in the west end in vicinity of Vandeventer Avenue. These, in addition to the offices in Union Station and in Transportation Building, World's Fair grounds. Arrangements have been made for telephone independent line service, connecting the various joint agency offices with the offices of the Pullman Superintendent, Transfer Company, Bureau of Information and others, being a total of about twenty telephones.

It was announced that J. H. Norton had been selected to act a joint agent in charge of all the validating offices, at salary $250 per month; that he would be required to give bond in sum of $10,000 for the faithful performance of his duties.

It was understood that as soon as the selection of location of offices was made the Secretary would advise the passenger department of all railways by circular.

Agreement Covering Operation of Validating Agency.

Chairman of the Executive Committee reported that draft of agreement as originally prepared was found faulty and that a new document is being prepared which will be placed in the hands of members at an early date.

Note.—The Wabash Railroad gave notice that it would be necessary to validate tickets at its World's Fair station. Question was raised whether the validation will be under the jurisdiction of the Joint Agency. It was made a matter of record that the Wabash Railroad would take the question under consideration and confer with the Executive Committee.

Action of Territorial Association on Joint Validating Agency.

Secretary reported that all lines had responded favorably, leaving the matter of Joint Agency finally in the hands of the St. Louis terminal lines.

Parking Cars.

Secretary reported that Terminal Association advised they were not prepared to park cars for occupancy during the World's Fair; also reported that the Traffic Manager of the World's Fair advised arrangements would be made for parking cars inside the World's Fair Grounds, but the details of the plan as to charges, etc., had not been finally approved. The Wabash Railroad gave notice that they proposed to park cars at their Fair Grounds terminals without cost to occupants when such cars reached St. Louis over their rails. It was the understanding that the Secretary would pursue investigation further and make report.

World's Fair Excursion Tickets. Distinct Color for Each Class.

Resolution Adopted: That each class of World's Fair excursion tickets bear distinct color in order to facilitate handling by conductors, gatemen, baggagemen, etc. Following colors were selected:

Season ticket ----------Salmon
One and one-third ticket----------Yellow
Ticket at one fare, plus $2----------Pink
Coach excursion ticket ----------Light blue

Designating Number of Terminal Coupon.

It was decided as being a good plan, to further facilitate the handling of passengers and baggage, that each terminal line at St. Louis be assigned a designating number which shall be printed in large type on the first returning coupon out of St. Louis of all World's Fair excursion tickets. The numbers selected are as follows:

B. & O. S.-W. R. R	1
Burlington Route	2
C. & A. Ry	3
C., C., C. & St. L. Ry	4
C., P. & St. L. Ry	5
Frisco System	6
Illinois Central R. R	7
L., H. & St. L. Ry	8
L. & N. R. R	9
Missouri Pacific Ry	10
M. & O. R. R	11
M., K. & T. Ry	12
St. L., I. M. & S. Ry	14
St. L., K. C. & C. R. R	15
St. L. S. W. Ry	16
Southern	17
T., St. L. & W. R. R	18
Vandalia Line	19
Wabash R. R	20
C. & E. I. R. R	21
St. L. M. & S. E	22

Note.—Several lines stated their intention, as a means of protection, to print in red across the face of contract World's Fair excursion tickets the figures 1904 in large skeleton type, and also to use the same style of type in printing the designating number as specified above.

It is recommended, also, that the word "COACH" be printed in similar type across the face of contract of Coach Excursion tickets.

Union Station Improvements.

Committee reported the assurance of the Terminal Association that, with minor exceptions, the recommendations of the St. Louis Association with respect to improvements for handling passengers, tickets and baggage at Union Station would be carried out; that the work would proceed at once and be in readiness for the opening of the Fair.

Joint Office at World's Fair Grounds.

Committee reported that it had authorized contract for execution of plans submitted at expense not exceeding $2,750, ticket cases to be furnished by Poole Bros., Chicago, without expense, as they would be considered in the nature of an exhibit.

Transportation of Editorial Association to St. Louis.

Discussion developed that nearly all lines would arrange for free transportation of members of the Editorial Associations to St. Louis, account annual convention in May, 1904. Question left to discretion of individual lines to be handled under such conditions as they may adopt.

Advertising World's Fair.

Proposition submitted by representative of Bill Posters' Association was read and subject canceled.

Protective Ticket.

Proposition from S. J. Morrow, of Louisville, Ky., was read, but no action taken.

Sinking Fund.

Resolution that fund of $500 be created for the purpose of promptly liquidating current expenses of this Association, that the Secretary be authorized to draw on each member of this Association for its proportion

of such fund based on Association percentages, adopted subject to vote of absent lines.

Bills to the extent of $188 incurred by the Entertainment Committee during the session of the American Association of General Passenger and Ticket Agents, January 27th and 28th, 1904, was authorized to be paid, with the understanding that the sum of $150 appropriated by the World's Fair management be collected by the Secretary.

Advertising Special Edition of St. Louis Papers.

Resolution Adopted: That it is the sense of this Association that advertising in special editions of newspapers and other publications be discouraged.

Charity Rates.

Discussion developed that a large number of long-distance tickets were being issued at charity rates on request of the various charitable associations of St. Louis.

Resolution Adopted: That all tickets issued at charity rates be delivered to the charity subjects at Union Station by passenger representatives of the various lines.

Duties of Executive Committee.

This question docketed at instance of a member. It was decided that it is covered in the By-Laws.

Bridge Arbitrary Charge for Special Baggage Car.

Resolution Adopted: That for the movement of special baggage cars over either bridge at St. Louis, when proper to make an arbitrary charge by the railway company, the amount of the arbitrary charge be $4.00 in either direction.

Communication from Mr. J. E. Hannegan, Acting Joint Agent, Southwestern Excursion Bureau, St. Louis, under whose direction, by authority of this As-

sociation, investigations were made and cases prepared to test validity of City Ordinance covering the licenses of scalper's office was read. The expenses for service of operatives is $484.25; cost of tickets purchased, $136.95. Secretary was instructed to advise Mr. Hannegan that he is authorized to bill direct against the members of this Association for their proportion of payment of the amount, $484.25, on basis of St. Louis Association percentage, and to bill against each of the lines whose tickets were purchased, for the amount of purchase cost.

On motion, meeting adjourned.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 168.

RECORD OF PROCEEDINGS.

Regular Meeting St. Louis Association General Passenger and Ticket Agents, Held at Room 1316 Missouri Trust Building, June 17th, 1904.

Meeting called to order at 10:30 a. m., A. Hilton in chair. The following lines were represented:

B. & O. S. W. Ry.—By F. D. Gildersleeve, O. P. McCarty.

Burlington—By W. A. Lalor.

Big Four—By W. P. Deppe.

Frisco System—By A. Hilton.

Illinois Central—By C. C. McCarty.

L. & N.—By J. E. Davenport.

Missouri Pacific and St. L. I. M. & S.—By H. Muchall.

M. & O.—By J. M. Beall.

M. K. & T.—By George Morton, George W. Smith

St. L. K. C. & C.—By W. J. Leary.

St. L. S.-W.—By E. W. LaBeaume.

Southern—By Geo. B. Allen.

T. St. L. & W.—By Ed. Keane.

Vandalia—By J. M. Chesbrough.

J. E. Hannegan, Acting Joint Agent, Southwestern

Excursion Bureau; J. H. Norton, Joint Validating Agent, and George J. Tansey, President of the St. Louis Transfer Company, were also presnt.

I.

Increased Tariff Rates of the St. Louis Transfer Company.

Mr. Tansey, President and General Manager of the Transfer Company, explained that the tariff which became effective June 10th, 1904, showing enlargement of the districts from which certain charges applied on baggage to be checked or hauled from Union Station, and the increase of charges in some instances, decrease in others, tended to equalize the tariff in effect prior to May 1, 1904. The tariff in effect during May was a considerable increase over the rates in effect prior thereto, but was reduced beginning June 10, by popular demand.

Mr. Tansey made a lengthy and clear explanation relative to their issuance of the tariff and expressed a willingness to give other information if desired.

On motion, it was decided to be the sense of the meeting that the rates as now announced by the St. Louis Transfer Company are reasonable and satisfactory. The Secretary was directed to convey to Mr. Tansey the expression of the Association.

Charity Rates—Orders from Mullanphy Immigrant Relief Fund.

The attention of the Association was called to the fact that in two instances recently, parties had secured tickets on orders from the Mullanphy Board, who were, according to the strict use of the word, not charitable subjects, the orders being secured on letters of recommendation from City Hall employes. The Joint Agent, Mr. Hannegan, was instructed to notify the Mullanphy Board that, in future, if any case of this character was brought before the Association the lines will decline to make any reduced rates on their request.

Closing City Ticket Offices on Various Occasions.

It was agreed that during the World's Fair period, City Ticket Offices would not be closed on holidays, excepting that they may be closed at 12 o'clock, noon, on July 4th and Thanksgiving Day. Copy of this resolution to be sent to each City Ticket Agent.

World's Fair Hotel Protective Association.

Letters from the above Association was read, same having reference to placing of room solicitors on trains entering St. Louis. It was the opinion of the Association this should not be allowed and matter was passed without action.

Reduced Rates for the St. Louis Fair Association World's Fair Handicap Race, June 25, 1904.

Letter read from the Secretary of the St. Louis Fair Association relative to reduced rates for the above date. It was the sense of the Association that the authorized World's Fair rates only should be applied and the Secretary was directed to so notify the Secretary of the Fair Association.

Surrendering Baggage at St. Louis When Checked Beyond St. Louis.

Subject presented by letter from D. O'Toole, General Baggage Agent of the Terminal Association.

The Secretary was directed to notify Mr. O'Toole that baggage checked beyond St. Louis on through tickets, could be surrendered at St. Louis, provided owner complied with all requirements of the Joint Validating Agency in regard to deposit of tickets for stop-over and upon presenting sufficient evidence thereof from the Joint Validating Agent.

Extension of Coach Excursion Tickets Sold on June 26th, Account Christian Endeavor Union.

It was decided that if the delegates to this convention desired longer limit than that given on the coach excur-

sion tickets they should pay the difference in fare between that and the next higher rate.

Coach Excursion Rates for July 4th.

Brought up by letter from Mr. Hilleary, of the World's Fair. Discussed and moved that the Secretary be instructed to reply to Mr. Hilleary that the lines entering in St. Louis have already agreed upon rates for the 4th of July and advise him that it would not be expedient to make an exception in favor of St. Louis.

Merchants' Express Company.

Letter from Merchants' Express Company requesting that they be placed on same basis as the St. Louis Transfer Company and be allowed to place their men on trains entering St. Louis for the purpose of handling baggage and passengers. No action taken.

Checking Baggage at Union Station for Brokers.

Communication was read relative to the discontinuance of checking baggage at Union Station for ticket brokers. It was the sense of the meeting that all lines should address a letter to Mr. O'Toole, General Baggage Agent, Union Station, prohibiting the checking of baggage for ticket brokers or their representatives.
A. Hilton, President. George Morton, Secretary.

Complainant's Exhibit No. 169.

Record of Proceedings Special Meeting St. Louis Association of General Passenger and Ticket Agents, held Room 1316 Missouri Trust Building, August 16th, 1904.

Meeting called to order by Chairman A. Hilton. The following lines were represented:
Burlington—By W. A. Lalor, J. D. McNamara.
B. & O. S.-W.—By F. D. Gildersleeve.
Big Four—By W. P. Deppe.
C. & A.—By D. Bowes.

C., R. I. & P.—By W. J. Leary.
Frisco System—By A. Hilton, J. C. Lovrein.
Mo. Pac.—By B. H. Payne.
M., K. & T.—By George Morton.
M. & O.—By Jno. M. Beall.
St. L., I. M. & S.—By B. H. Payne.
St. L. S.-W.—By E. W. LaBeaume.
Southern—By W. H. Tamms.
Vandalia—By J. M. Chesbrough.
Wabash—By H. V. Taylor.
J. E. Hannegan, Chairman S. W. Excursion Bureau, was also present.

I.

Request of World's Fair Management for Special Rates to St. Louis Account "Labor Day," Sept. 5th, 1904.

A letter from C. L. Hilleary, Traffic Manager of the World's Fair, was read, requesting special rates for "Labor Day." The following resolution was adopted:

"That for 'Labor Day,' coach excursion tickets be sold for trains arriving in St. Louis Sunday, September 4th, and before noon, Monday, September 5th."

II.

Special Rates Requested by the World's Fair Management Account St. Louis Day, Sept. 15th, 1904.

The following from Traffic Manager Hilleary was read:

"September 15th having been selected as 'St. Louis Day' at the World's Fair, will you kindly docket for consideration at your next meeting question of running coach excursions to St. Louis on that date from all territory within 150 to 200 miles of St. Louis."

The Secretary was instructed to advise Mr. Hilleary that September 15th has been arranged for as a coach excursion date.

III.

Application for Membership in St. Louis Association General Passenger and Ticket Agents of the C. & E. I. Ry., Also Representation in St. Louis Rate Sheet.

Resolution adopted: That the C. & E. I. Ry. be admitted to membership in the Association and that it be accorded representation in the St. Louis Rate Sheet.

IV.

Question of Rate of One Fare Round Trip From All Territory with Limit of 15 Days.

It was explained that this arrangement was to take the place of the present arrangement of rate of one and one-fifth with maximum of one fare plus $2.00. After some discussion the question was passed.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 170.

Record of Proceedings Special Meeting St. Louis Association of General Passenger and Ticket Agents, held at Room 1317 Missouri Trust Building, Friday, August 26th, 1904.

Meeting called to order at 10:30 a. m., with the following lines represented:

B. & O. S.-W.—By O. P. McCarty, F. D. Gildersleeve.
Burlington—By P. S. Eustis, W. A. Lalor.
Big Four—By W. P. Deppe.
C. & A.—By D. Bowes.
C. R. I. & P.—By W. J. Leahy.
C. & E. I.—By A. Hilton, J. C. Lovrein.
Frisco System—By A. Hilton.
Illinois Central—By C. C. McCarty.
L. H. & St. L.—By F. G. Cunningham.
L. & N.—By J. E. Davenport.
Mo. Pac.—By W. H. Bissland.

M. & O.—By Jno. M. Beall.
M. K. & T.—By George Morton.
St. L. I. M. & S.—By W. H. Bissland.
St. L. S.-W.—By E. W. LaBeaume.
Southern—By Geo. B. Allen.
Terminal Ry. Ass'n.—By V. W. Fisher.
Vandalia.—By J. M. Chesbrough.
Wabash.—By H. V. P. Taylor.

J. E. Hannegan, Chairman Southwestern Excursion Bureau, A. Robinson, General Manager Terminal Railway Association, and J. H. Norton, Joint Validating Agent, were also present.

I.

Question of Handling Excursion Traffic at the Union Station.

On invitation from the Association, Mr. A. Robinson, General Manager of the Terminal Railway Association, attended the meeting and explained quite fully the conditions at Union Station as to handling passenger trains during the World's Fair period.

II.

Coach Excursion Rates.

Resolution—Adopted: Recommended that coach excursion tickets be sold from points within a radius of 200 miles of St. Louis for trains arriving at St. Louis on Mondays, Tuesdays, Wednesdays and Thursdays during the month of September. This arrangement to begin with trains arriving Monday, September 5th, rate to be the same as present coach excursion rates in effect during August and bearing same time limits.

Resolution—Adopted: That terminal lines pledge themselves to announce no coach excursion rates whatever for October until the subject of October special rates be considered at a meeting of terminal lines at St. Louis, September 13th.

III.

Resolution—Adopted: September 15th having been designated as "St. Louis Day," all city ticket offices of the different lines in St. Louis be closed at one o'clock p. m. on that date.

On motion, the meeting adjourned.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 171.

Record of Proceedings Special Meeting St. Louis Association of General Passenger and Ticket Agents, Held Room 1316 Missouri Trust Building, September 13th, 1904.

Meeting called to order, A. Hilton, Chairman; the following lines represented:

B. & O. S.-W.—O. P. McCarty, by F. D. Gildersleeve.

Big Four—By W. G. Knittle.

Burlington—By W. A. Lalor, P. S. Eustis.

C. & A.—By D. Bowes.

C. & E. I.—By W. H. Richardson.

C. P. & St. L.—By E. A. Williams.

Frisco System—By A. Hilton.

Illinois Central—By A. H. Hanson, S. G. Hatch, J. A. Scott.

L. H. & St. L.—By F. G. Cunningham.

L. & N.—By J. E. Davenport.

Missouri Pacific—By H. C. Townsend, W. H. Bissland, C. E. Styles.

M. K. & T.—By George Morton.

St. L. I. M. & S.—By H. C. Townsend, W. H. Bissland.

St. L. K. C. & C.—By A. Hilton.

St. L. S.-W.—By E. W. LaBeaume, L. M. Brown.

Southern—By Geo. A. Allen.

T. St. L. & W.—By W. L. Ross, R. J. McKay.

Vandalia—By J. M. Chesbrough, F. Van Dusen.

Wabash—By L. A. Blatterman.

J. E. Hannegan, Chairman Southwestern Excursion Bureau, and J. H. Norton, Joint Validating Agent, were also present.

I.

Coach Excursion Rates.

Resolution, adopted: That coach excursion tickets to St. Louis be sold from points within a radius of 200 miles from St. Louis every day, beginning September 18th. From territory beyond 200 miles limit coach excursion tickets to be sold each Sunday, Monday, Tuesday, Wednesday and Thursday, beginning September 18th. Rates, time limits and other conditions to be same as present coach rate tickets, except that no coach tickets be limited beyond December 2, 1904. Arrangement effective until December 1st inclusive, it being understood that selling dates may be modified to meet requirements of different sections.

Resolution adopted: That the secretary of this Association advise the chairman of the different territorial associations of the action of this meeting, suggesting that a meeting of each association be called at the earliest possible date, to arrange coach excursions for the remainder of the World's Fair period.

II.

Question of Rates for "Nebraska Day", October 18th.

Resolution adopted: That the secretary reply to the secretary Nebraska State Commission and to any other applications for special rates for special days at the Exposition, giving them substance of recommendation adopted at St. Louis Association General Passenger and Ticket Agents, September 13th, with reference to coach excursion rates.

III.

Steamship Lines Represented by Ticket Scalpers.

Resolution adopted: That the chairman ascertain the names of all St. Louis ticket scalpers having steamship agencies and endeavor to secure their withdrawal.

George Morton, Secretary.

A. Hilton, President.

Complainant's Receipt No. 172.

Record of Proceedings Special Meeting St. Louis Association of General Passenger and Ticket Agents, Held Room 1316 Missouri Trust Building, September 21st, 1904.

Meeting called to order by A. Hilton, Chairman; the following lines represented:

B. & O. S.-W.—By F. D. Gildersleeve.
Big Four—By W. P. Deppe, W. G. Knittle.
Burlington—By W. A. Lalor.
C. & A.—By D. Bowes.
C. & E. I.—By W. D. Richardson.
Frisco System—By A. Hilton.
Illinois Central—By C. C. McCarty.
L. H. & St. L.—By W. C. Lindsay.
L. & N.—By J. E. Davenport, W. D. Russell.
Missouri Pacific—By W. H. Bissland.
M. K. & T.—By George Morton.
Rock Island—By F. Francis.
St. L. I. M. & S.—By W. H. Bissland.
Southern—By Geo. B. Allen.
T. St. L. & W.—By W. L. Ross, R. J. McKay.
Vandalia—By J. M. Chesbrough.
Wabash—By H. V. P. Taylor.

J. E. Hannegan, Chairman Southwestern Ticket Bureau, also present.

I.

Question of Rates for Hotel, Exposition Employes, Etc., Returned from St. Louis.

Resolution adopted: That all terminal lines agree that J. E. Hannegan, as Joint Agent, investigate the situation and report as to the volume of business to move, at a future meeting for consideration. In the meantime, all lines agree not to quote any rates less than tariff for any movement.

Resolution adopted: That the expense of securing this information be paid from the funds of the Joint Agency.

Resolution adopted: That the question of the movement of the Boer War to San Francisco, as presented by J. E. Hannegan, be referred to initial west bound lines for consideration.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 173.

Record of Proceedings Special Meeting St. Louis Association of General Passenger and Ticket Agents, Held Room 1316 Missouri Trust Building, October 12th, 1904.

Meeting called to order by A. Hilton, Chairman; the following lines represented:

B. & O. S. W.—F. D. Gildersleeve.
Big Four—W. G. Knittle.
Burlington—W. A. Lalor.
C. & A.—D. Bowes.
C. & E. I.—A. Hilton.
Frisco System—A. Hilton.
Illinois Central—C. C. McCarty.
L. H. & St. L.—W. C. Lindsay.
Mo. Pac.—W. H. Bissland.
M. & O.—F. L. Harris.
M. K. & T.—George Morton.
Rock Island—Fred Francis.

St. L. I. M. & S.—W. H. Bissland.
Southern—W. H. Tamms.
T. St. L. & W.—R. J. McKay.
Vandalia—J. M. Chesbrough.
J. E. Hannegan, Chairman Southwestern Excursion Bureau, also present.

I.

Special World's Fair Business to Move at Expiration of the Exposition.

Resolution—Adopted: That Western and Chicago-St. Louis lines not quote rates less than present agreed tariffs until another meeting of this Association is held, subject to the call of Mr. J. E. Hannegan or the Secretary of this Association.

Mr. Hannegan, who has been appointed at the last meeting to investigate and prepare a report with reference to the amount of concessionaire and hotel help business to move after the Fair, reported fully, promising to send each member a copy of his report.

II.

Bill of the Central Passenger Association, Amounting to $377.25, Incurred by Ticket Protective Bureau in Securing Evidence in Injunction Cases.

Resolution—Adopted: That the Secretary be instructed to investigate the merits of this case and present a report at a future meeting of this Association.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 174.

Record of Proceedings Regular Meeting of the St. Louis Association of General Passenger and Ticket Agents, Held in Room 1317 Missouri Trust Building, St. Louis, January 20, 1905.

Meeting called to order at 10:30 a. m., with Mr. A. Hilton, President, in the Chair. The following lines were represented:

B. & O. S. W.—By O. P. McCarty, F. D. Gildersleeve.
Burlington Route—By J. D. McNamara.
Chicago & Alton—By D. Bowes.
C. & E. I.—By A. Hilton.
C. P. & St. L.—By A. L. Jefferis.
Frisco System—By A. Hilton.
Illinois Central—By J. R. Garrison.
Louisville & Nashville—By C. L. Stone, J. F. Davenport.
Missouri Pacific—By W. H. Bissland.
Mobile & Ohio—By J. M. Beall.
M. K. & T.—By George Morton.
Rock Island—By W. J. Leary.
St. L. I. M. & S.—By W. H. Bissland.
St. L. S. W.—By E. W. Le Baume.
Southern—By Geo. B. Allen.
T. St. L. & W.—By L. R. McKay.
Vandalia—By J. M. Chesbrough.
Wabash—By H. V. P. Taylor.
J. W. Norton, Joint Validating Agent, and J. E. Hannegan, Chairman Southwestern Excursion Bureau, were also present.

I.

Report of Joint Validating Agency.

A detailed report from J. H. Norton, Joint Validating Agent, showing the work accomplished by the Agency, was submitted by the Executive Committee; also a report showing the receipts and expenditures of the Validating Agency as certified by the Auditing Committee.

Resolution—Adopted: That the reports of the Executive Committee be accepted as rendered.

Resolution—Adopted; That the statement be accepted and the division of the original $5,000.00 be adjusted on basis agreed upon, that is, on the number of tickets actually handled for the different lines.

Resolution—Adopted: That the report be printed,

each member of the Association to be furnished the number of copies as desired, copies to be furnished also the chairmen of the various Territorial Passenger Associations, and copies also furnished to the General Passenger Agent of any line upon request.

II.

Continuannce of the Validating Agency.

Resolution—Adopted: That the Joint Validating Agency be continued until March 31, 1905, under the direction of the Executive Committee. That in order to carry on the work, this Association provide a working fund of $2,500.00 to take care of working expenses, that the Joint Validating Agent be authorized to render statements against each company for its proportion of the fund on basis set forth as follows:

The percentage of the expenses accruing to each line shall be based on the ticket sales of St. Louis Union Station for the months of October, November and December, 1904, the basis to determine the percentage being the number of tickets sold and the revenue accruing to each line. For example: if a road's proportion of number of tickets sold be four per cent, and its proportion of revenue be six per cent, the percentage chargeable to that road would be one-half the total, or five per cent.

III.

Permanent Validating Agency.

The question of establishing the permanent Validating Agency was considered, but the action was deferred until a later date.

IV.

Revision and Re-arrangement of the St. Louis Rate Sheet.

In compliance with provision of a resolution adopted at the meeting December 16th, the Secretary presented

figures showing the cost of revision and re-arrangement of the St. Louis Rate Sheet.

Resolution—Adopted: That the Compiler be authorized to arrange for the re-adjustment of the St. Louis Rate Sheet in accordance with previous legislation, the work of printing to be awarded to the lowest bidder.

V.

Question of Right of Individual Lines to Issue Supplement to the St. Louis Rate Sheet.

The question arose from the fact that a member has issued a circular quoting rates, designating the circular as a supplement to the St. Louis Rate Sheet. It was decided that such action was not proper and that only the Compiler is authorized to issue supplements to the St. Louis Rate Sheet.

VI.

Question of Issuing Supplement to St. Louis Rate Sheet.

The rules governing the issuance of the St. Louis Rate Sheet provide that supplements may not be issued except by unanimous consent of its members. After discussion which developed that it was the opinion of some lines that this worked a hardship, the following resolution was adopted:

Resolution—Adopted: That supplements shall be issued to the St. Louis Rate Sheet at the request of any individual line not oftener than every thirty days between the publication of the sheet, changes in rates to be subject to the rules governing the issuance of the St. Louis Rate Sheet.

VII.

Question of Working Fund.

This question was presented for consideration through a misunderstanding of a member. On motion, it was cancelled.

VIII.

World's Fair Statistics.

It developed that all lines had not had sufficient time to supply the figures, and it was understood that report would be made at the next regular meeting.

IX.

Appointment of an Auditing Committee.

Resolution—Adopted: That an Auditing Committee of one be appointed to certify the accounts of this Association, and that the Auditor of the Wabash Ry. be appointed to serve until December 31, 1905.

X.

Withdrawal of Steamship Agencies From Ticket Brokers.

Resolution—Adopted: That further action on this subject be held in abeyance until the next regular meeting of this Association.

On motion, meeting adjourned.

George Morton, Secretary.

A. Hilton, President.

Complainant's Exhibit No. 175.

Record of Proceedings of the St. Louis Association of General Passenger and Ticket Agents, Held in Room 1317 Missouri Trust Building, St. Louis, Mo., March 24, 1905.

Meeting called to order with Mr. A. Hilton, President, in the chair. The following lines were represented:

B. & O. S. W.—By O. P. McCarty, F. D. Gildersleeve.

Big Four—C. L. Hilleary, G. W. Ingels.

Burlington—By W. A. Lalor.

C. & A.—By D. Bowes.

C. & E. I.—By A. Hilton.
C. P. & St. L.—By E. A. Williams.
Frisco System—By A. Hilton.
Illinois Central—By J. R. Garrison.
Henderson Route—By W. C. Lindsay, Jno. Gallagher.
L. & N.—By J. E. Davenport.
Missouri Pacific—By W. H. Bissland.
M., K. & T.—By George Morton.
Rock Island—By F. C. Francis.
St. L., I. M. & S.—By W. H. Bissland.
Southern—By Geo. B. Allen, W. H. Tamms.
Terminal Association—By V. W. Fisher.
T. St. L. & W.—By R. J. McKay.
Vandalia—By J. H. Chesbrough, J. C. Millspaugh.
Wabash—By H. V. P. Taylor.
J. E. Hannegan, Chairman Southwestern Excursion Bureau and J. H. Norton, Validating Agent St. Louis lines, were also present.

I.

Facilities for Depot Passenger Agents at Union Station.

Resolution—Adopted: That a Committee, Messrs. D. Bowes and F. D. Gildersleeve be appointed to see the St. Louis Terminal Association authorities with a view of working out an improved condition of affairs and to report at the next regular meeting or any special meeting held in the meantime.

II.

Insertion in St. Louis Rate Sheet, Rates to Local Points on the Henderson Route.

Resolution—Adopted: That the question in controversy between the Henderson Route and Southern Ry. be left to the compiler of the St. Louis Rate Sheet as arbitrator.

III.

Elimination of Superfluous Routings Eastward in the St. Louis Rate Sheet.

Resolution—Adopted: That a Committee consisting of the Wabash, Vandalia and T., St. L. & W. Rys. representatives be appointed to act with the compiler to eliminate superfluous Eastbound routings in the St. Louis Rate Sheet. Any appeal from the Committee to be refered to the General Association.

IV.

Continuance of St. Louis Validating Agency.

Resolution—Offered: That the St. Louis Validating Agency be continued until December 31, 1905, the expenses to be provided for in the same manner as provided for the maintenance of the office during the months of January, February and March, 1905.

(The votes of the Rock Island, Vandalia Line and Clover Leaf withheld. Vote of Big Four subject to approval. The votes of the Rock Island and Clover Leaf have since been cast in the negative.)

Resolution—Adopted: That the Chairman of this Association be authorized and requested to conduct and conclude arrangements with the various Passenger Associations which will enable the Validating Agent to act as Joint Agent for all Association meetings which may be held in St. Louis during the current year, accepting from the different Associations whatever they are willing to contribute toward the expenses of the Validating Agency.

(Vote of Rock Island withheld. Vote of the Henderson Route subject to approval. The vote of the Rock Island has since been cast in the negative.)

V.

Securing Larger Meeting Room for the Association.

Resolution—Adopted: That the Executive Committee of this Association, with the Chairman and

Secretary, be authorized to provide quarters in case it is found necessary to move.

VI.

Rates Into St. Louis for Forepaugh-Sells Show May 1 to 6.

Resolution—Adopted: That the application for reduced rates be declined.

A. Hilton, President. George Morton, Secretary.

Complainant's Exhibit No. 176.

THE WABASH RAILROAD CO.

Wabash No. 30601, Cancels Wabash No. 28614. I. C. C. No. 1176.

And Chicago Terminal Transfer Railroad. Joint Tariff on all grades of soft coal, Carloads, Minimum weight, marked capacity of car (See note) to Austin Park, Altenheim, Brighton Park, Brisbane, Ill., Blue Island, Chicago, Chicago Ridge, Chappell, Chicago Heights, Ill., East Chicago, Ind., Forest Hill (75th St.), Glenwood, Harlem Race Track, Hegewisch, Ill., Hammond, Ind., Harvey, Morgan Park, McCook, Riondale, South Chicago, South Holland, Steele, Ill., Thornton, Thornton Junction, Winton, West Pullman, Ill., and Whiting, Ind., from Essex, Reddick and Cardiff, Ill., 50 cents per net ton.

From Dawson, Riverton, Niantic, Springfield Junction, Starnes, Springfield and Decatur, Ill., 75 cents per net ton.

From Mt. Olive, Staunton, Worden, Edwardsville, Litchfield, Taylorville and Raymond, Ill., on egg, mine run and lump coal, C. L., minimum weight, marked capacity of car, 75 cents per net ton.

On nut, pea, slack and screenings, C. L., minimum weight, see note, 75 cents per net ton.

Special Notice.—A charge of $2.00 per car shall be made in addition to above rates on all coal destined to

the Union Stock Yards, or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

To points marked thus * rates named herein will apply as minimum proportions of through rates to points on connecting lines:

Note.—Bill at weights as follows: On cars of 60,000 lbs. capacity:

Coal, Pea, Nut Screenings ..... 56,000 pounds.
Coal, Egg, Stove. ..... 58,000 pounds.

On cars of less capacity waybill at marked capacity.

Lump and Mine Run will be billed at actual mine weight obtained at the mines.

When business is routed via the C. T. T. Ry., waybill through via Chicago Ridge, Ill.

St. Louis, Mo., May 4th, 1903. Effective May 9th, 1903.

(File W-673.)

The rates named in this tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplements by Wabash No. 26502, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the bills of lading of the Wabash Railroad Company.

S. B. Knight, General Freight Agent, Wabash R. R., St. Louis.

P. W. Coyle, Assistant General Freight Agent, Wabash R. R., St. Louis.

(Map of the Wabash R. R. appears on back of this tariff.)

Complainant's Exhibit No. 177.

THE WABASH RAILROAD CO.

Wabash No. 33521. (Cancels Wabash No. 30601. I. C. C. No. 1356. (Cancels I. C. C. No. 1176.)

And Chicago Terminal Transfer R. R. Joint Tariff on all grades of Soft Coal, C. L. Minimum weight, marked capacity of car (see note.)

To Austin Park, Altenheim, Brighton Park, *Brisbane, Ill., Blue Island, Chicago, *Chicago Ridge, Chappell, Chicago Heights, Ill., East Chicago, Ind., Forest Hill (75th St.), Glenwood, Harlem Race Track, Hegewisch, Ill., Hammond, Ind., Harvey, Morgan Park, McCook, Riverside, South Holland, Steel, Ill., Thornton, Thornton Junction, Winton and Whiting, Ind. From Essex, Reddick and Cadiff, Ill. 50 cents per net ton.

From Dawson, Riverton, Niantic, Springfield, Springfield Junction, Starnes, and Decatur, Ill. 75c per net ton.

From Mt. Olive, Staunton, Worden, Edwardsville, Litchfield, Taylorville and Raymond, on egg, mine run and lump coal, C. L. Minimum weight, marked capacity of car. 75 cents per net ton.

On nut, pea, slack and screenings, C. L. Minimum weight, see note. 75 cents per net ton.

Special Notice.

A charge of $2.00 per car shall be made in addition to the above rates on all coal destined to the Union Stock Yards, or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

To points marked this *, rates named herein will apply as minimum proportions of through rates to points on connecting lines:

Note: Bill at weights as follows: On cars of 60,000 capacity:

Coal, Pea, Slack or mixed Screenings.....56,000 lbs.
Coal, Egg, Nut, Stove .....58,000 lbs.

On cars of less capacity, way-bill at marked capacity. Lump and Mine Run will be billed at actual mine weight obtained at the mines.

When business is routed via the C. T. T. Ry., way-bill through via Chicago Ridge, Ill.

(File W-507-673.)

St. Louis, Mo., June 27th, 1904, Effective June 2nd, 1904.

The Rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the Bills of Lading of the Wabash Railroad Company.

S. B. Knight, Gen'l. Frt. Agt., Wabash R. R., St. Louis,
P. W. Coyle, Asst. Gen'l Frt. Agt., Wabash R. R., St. Louis.

G. F. O. Form C.

(Map of the Wabash R. R. appears on back of this tariff.)

Complainant's Exhibit No. 178.

Wabash No. 33842 Cancels Wabash No. 33521.

I. C. C. No. 1396 Cancels I. C. C. No. 1356.

THE WABASH RAILROAD COMPANY
and CHICAGO TERMINAL TRANSFER R. R.

Joint Tariff on all Grades of Soft Coal C. L. Minimum Weight, marked capacity of car. (See Note.)

To Austin Park, Altenheim, Brighton Park, *Brisbane, Ill., Blue Island, Chicago, *Chicago Ridge, Chappell, Chicago Heights, Ills., East Chicago, Ind., Forest Hill (75th St.), Glenwood, Harlem Race Track, Hegewisch, Ill., Hammond, Ind., Harvey, Morgan Park, McCook, Riverdale, South Holland, Steele, Ill., Thornton, Thornton, Jct., Winton and Whiting, Ind.

From Essex, Redding and Cardiff, Ill., 50 cents per net ton.

From Dawson, Springfield Jct., Riverton, Starnes, Niantic, Springfield, Decatur, Ill., 75 cents per net ton.

From Mt. Olive, Edwardsville, Staunton, Litchfield, Worden, Taylorville, Raymond, Ill.

On Egg, Mine Run and Lump Coal, C. L. Minimum weight, marked capacity of car, 75 cents per net ton.

On Nut, Pea, Slack and Screenings, C. L. Minimum weight, see note, 75 cents per net ton.

(Through rates to Aetna, Ind., are 15 cents per net ton higher than the figures shown above.

Special Notice.

A charge of $2.00 per car shall be made in addition to above rates on all coal destined to the Union Stock Yards, or to industries located on the tracks of the Union Stock Yards and Transit Co., or the tracks of the Indiana State Line R. R.

To points marked thus *, rates named herein will apply as minimum proportion of through rates to points on connecting lines:

Note: Bill at weights as follows: On cars of 60,000 lbs. capacity:

Coal, Pea, Slack or mixed Screening .....56,000 lbs.
Coal, Egg, Nut, Stove .....58,000 lbs.

On cars of less capacity, way-bill at marked capacity.

Lump and Mine Run will be billed at actual mine weight obtained at the mines.

When business is routed via the C. T. T. Ry., way-bill through via Chicago Ridge, Ill.

(File W-567-673-7167.)

St. Louis, Mo., August 8th, 1904; Effective August 13, 1904.

The Rates named in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regulations (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26500, I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the Bills of Lading of the Wabash Railroad Company.

W. C. Maxwell, Asst. Gen'l. Traf. Mngr., The Wabash R. R. Co., St. Louis, Mo.

Fred E. Signer, Asst. Gen'l. Frt. Agent, The Wabash R. R. Co., St. Louis, Mo.

R. W. Colyer, Asst Gen'l. Frt. Agent, The Wabash R. R. Co., St. Louis, Mo.

Issued by,
F. A. Barber, Chief of Tariff Bureau, The Wabash R. R. Co., St. Louis, Mo.
G. F. O. Form C.
Wabash No. 3382-AL, Cancels Wabash No. 33842-K.
Amdt. No. 7 to I. C. C. No. 1396 Cancels Amdt. No. 6 to I. C. C. No. 1396.

THE WABASH RAILROAD COMPANY
and CHICAGO TERMINAL TRANSFER R. R.

Amendment No. 10 (includes all changes).
Joint Tariff Wabash No. 33842, on All Grades of Soft Coal, Carloads, to Austin Park, Altenheim, Brighton Park, *Brisbane, Blue Island, Chicago, *Chicago Ridge, Chappell, Chicago Heights, Ill., East Chicago, Ind., Forest Hill (75th St.), Glenwood, Harlem Race Track, Hedgewisch, Ill., Hammond, Ind., Harvey, Morgan Park, McCook, Riverdale, South Holland, Steele, Ill., Thornton, Thornton Jct., Winton & Whiting, Ind.
From Stations on the Wabash R. R. in Illinois.
Refer to above described tariff and make the following corrections and additions:
Add Blue Mound, Ill., at same rate and divisions that apply from Mount Olive, Ill.
Add Stonington, Ill., at same rates and divisions that apply from Taylorville, Ill.
(File 2565.)
A charge of 75 cents per car will be made in addition to rates shown in Tariff for making delivery on 92nd and 100th St. team track. (File 673.)

Soft Coal C. L.

From Fairmont, Ill., to East Chicago, Ind., 70 cents per net ton. (File 673). Cancel all rates named in tariff and amendments to South Chicago, Ill. (File 673.)
St. Louis, Mo., June 19, 1906; Effective at once.
The Rates in this Tariff are governed by the terms and conditions printed in the Book of Rules and Regula-

tions (Wabash No. 17500, I. C. C. No. 400), supplemented by Wabash No. 26502 I. C. C. No. 954 (or superseding issues) in effect at time of shipment, and by the Bills of Lading of The Wabash R. R. Co.

W. C. Maxwell, Asst Genl. Traffic Manager, The Wabash R. R. Co., St. Louis, Mo.

Fred E. Signer, Asst. Genl. Frt. Agent, The Wabash R. R. Co., St. Louis, Mo.

R. N. Collyer, Asst. Genl Frt. Agent, The Wabash R. R. Co., St. Louis, Mo.

Issued by,

F. A. Barber, Chief of Tariff Bureau, The Wabash R. R. Co., St. Louis, Mo.

C. F. O. Form C.

Complainant's Exhibit No. 179.

L. & N. Tariff G. F. O. No. 266, Supersedes St. Louis Division Coal Tariff No. 405-L, Feb. 19, 1895, and Rate Advice Corrections.

I. C. C. No. 2877.

L. & N. Freight Tariff on Coal Carloads, Issued by Louisville & Nashville R. R. Co., from Evansville, Ind., Equality, Ill., Belleville, Ill., Nashville, Ill., and Other Mines on the St. Louis Division and Branches to Evansville, Ind., East St. Louis, Ill., Belleville, Ill., and Local Stations on St. Louis Div., Shawneetown Branch and O'Fallon Branch.

Issued March 6, 1899; Effective March 11, 1899.

This Company reserved the right to change these Rates without other notice than required by law.

Issued by,

Charles B. Compton, General Freight Agent.

Charles R. Brent, Asst. Genl. Frt. Agt.

Y. Van Den Berg, Traffic Manager.

D. M. Goodwyn, Asst. Gen. Frt. Agt.

Louisville, Ky.

Lee Howell, General Freight Agent, Evansville, Ind.

St. Louis Div. Coal Tariff No. 406-L. Files 70545-2065-B-82738-B-82754. Receipt No. 1052.

RATES ON COAL, CAR LOADS, MINIMUM WEIGHT, CAPACITY OF CAR.

In Cents Per Ton of 2,000 Pounds.

St. Louis Division.

A—Evansville, Ind.
B—Mt. Vernon, Ill.
C—Nashville, Ill.
D—Mascoutah, Ill.
E—Enterprise Mine, Ill.
F—Rentchler's, Ill.
G—Turkey Hill Mine, Ill.
H—Belleville, Ill.

	FROM							
	A	B	C	D	E	F	G	H
Evansville ...Ind.	..	98	103	108	109	109	109	110
*St. Philip ...Ind.	45	96	101	106	107	107	107	108
*Caborn .....Ind.	50	95	100	105	106	106	106	107
Mt. Vernon ..Ind.	55	93	99	104	104	105	105	106
*Upton .....Ind.	60	91	98	103	104	104	104	105
Maunie .....Ill.	60	87	97	102	102	102	103	104
*Epworth .....Ill.	60	87	96	101	101	102	102	103
Carmi .. ..Ill.	60	85	95	100	101	101	101	102
*Trumbull ...Ill.	62½	80	93	99	100	100	100	101
Enfield .. ....Ill.	62½	75	91	98	99	99	99	100
*Thackery ....Ill.	87	65	89	97	97	97	98	99
*Delafield ....Ill.	91	60	85	95	95	96	96	97
Dahlgren ....Ill.	95	50	80	93	93	93	95	96
Belle Rive ....Ill.	95	50	75	91	91	93	93	95
Opdyke .. ....Ill.	96	45	70	89	91	91	91	93
Mt. Vernon ...Ill.	98	..	50	50	50	50	50	50
Drivers ..... Ill.	99	45	50	50	50	50	50	50
Woodlawn .. .Ill.	99	45	50	50	50	50	50	50
*Roach's .....Ill.	100	50	50	50	50	50	50	50
Ashley .. ....Ill.	101	50	45	50	50	50	50	50
Beausoup .....Ill.	102	50	35	50	50	50	50	50
Nashville .....Ill.	103	50	..	50	50	50	50	50
Addieville ....Ill.	104	50	45	50	50	50	50	50
Okawville ....Ill.	105	50	45	50	50	50	50	50
Venedy .....Ill.	106	50	45	45	50	50	50	50
*Queen's Lake Ill.	106	50	45	45	50	50	50	50
New Memphis .Ill.	106	50	45	45	45	50	50	50
Mascoutah ....Ill.	108	50	45	..	25	25	35	45

*Rentchler's	Ill.	109	50	45	35	25	..	25	35
Belleville	Ill.	110	50	45	45	40	35	35	..
*Birkners	Ill.	111	50	45	45	45	45	45	30
*French Village	Ill.	111	50	45	45	45	45	45	45
East St. Louis	Ill.	113	50	35	35	35	35	35	35

Shawnee Town Br.

McLeansboro	Ill.	91	60	87	96	96	97	97	98
*Hoodville	Ill.	91	65	87	96	97	97	97	98
*Dales	Ill.	93	70	89	97	98	98	98	99
Broughton	Ill.	95	70	91	98	99	99	99	100
Eldorado	Ill.	97	80	95	99	100	101	101	102
Equality	Ill.	98	87	96	101	102	102	102	103
Cypress Jct.	Ill.	100	89	98	102	103	103	104	105
Shawneetown	Ill.	101	91	99	103	104	105	105	106

O'Fallon Branch.

O'Fallon	Ill.	111	93	80	55	50	50	50	45

St. Louis Division.

J—Humboldt Mine, Ill.
K—L. & N. Mine, Ill.
L—Reinecke No. 1, Knecht Mine, Ill.
M—Dutch Hollow Mine, Ill.
N—Brooklyn, Ill.
O—Equality, Ill.
P—Lawler, Ill.

		FROM						
		J	K	L	M	N	O	P
Evansville	Ind.	110	110	111	111	..	98	..
*St. Philip	Ind.	108	109	109	109	..	96	..
*Caborn	Ind.	107	108	108	108	..	95	..
Mt. Vernon	Ind.	106	106	106	107	..	70	..
*Upton	Ind.	105	106	106	106	..	91	..
Maunie	Ill.	104	104	104	104	..	80	..
*Epworth	Ill.	103	103	103	104	..	80	..
Carmi	Ill.	102	103	103	103	..	85	..
*Trumbull	Ill.	101	102	102	102	..	85	..
Enfield	Ill.	100	101	101	101	..	80	..
*Thackery	Ill.	99	99	99	99	..	70	..
*Delafield	Ill.	97	97	97	98	..	70	..

Dahlgren .. ....Ill.	96	96	96	96	..	75	..
Belle Rive .. ....Ill.	95	95	95	96	..	80	..
Opdyke .. ..Ill.	93	95	95	95	..	80	..
Mt. Vernon .....Ill.	50	50	50	50	..	87	..
Drivers .. ..Ill.	50	50	50	50	..	89	..
Woodlawn .. ....Ill.	50	50	50	50	..	89	..
*Roach's .. ..Ill.	50	50	50	50	..	91	..
Ashley .. ..Ill.	50	50	50	50	..	93	..
Beausoup .. ..Ill.	50	50	50	50	..	95	..
Nashville .. ..Ill.	50	50	50	50	..	96	..
Addieville .. ....Ill.	50	50	50	50	..	98	..
Okawville .. ..Ill.	50	50	50	50	..	98	..
Venedy .. ..Ill.	50	50	50	50	..	99	..
*Queen's Lake ...Ill.	50	50	50	50	..	100	..
New Memphis ....Ill.	50	50	50	50	..	100	..
Mascoutah .. ...Ill.	45	50	50	50	..	101	..
*Rentchler's .. ...Ill.	35	45	45	45	..	102	..
Belleville .. ..Ill.	25	25	30	30	..	103	..
*Birkners .. ..Ill.	30	25	25	25	..	104	..
*French Village ..Ill.	35	30	30	30	..	105	..
East St. Louis ...Ill.	35	35	35	35	57½	57½	57½

Shawneetown Br.

McLeansboro .. ..Ill.	98	98	98	98	..	65	..
*Hoodville .. ...Ill.	98	99	99	99	..	60	..
*Dales .. ..Ill.	99	99	100	100	..	55	..
Broughton .. ....Ill.	100	100	101	100	..	55	..
Eldorado .. ..Ill.	102	102	102	102	..	45	..
Equality .. ..Ill.	103	103	104	104	..	..	..
Cypress Jct. .....Ill.	105	105	105	105	..	45	..
Shawneetown .. ..Ill.	106	106	106	106	..	50	..

O'Fallon Branch.

O'Fallon .. ..Ill.	35	35	45	45	..	105	..

For Rates to Stations not named use rates to station next beyond named herein.

*Prepay Station.

L. & N.

Amendment No. 4 to L. & N. Tariff G. F. O. No. 266. Cancels Amendment No. 3, 11-14, 1900.

Amendment to Freight Tariff on Coal, Carload, Minimum Weight, Capacity of Car. Issued by Louisville & Nashville Railroad Company.

From Equality, Ill., to East St. Louis, *French Village, *Birkners, Belleville, *Rentchler, Mascoutah, New Memphis, *Queens Lake, Venedy, Addieville, Okawville, Nashville, Beaucoup, Ashley, *Roach's, Woodland, *Drivers, Mt. Vernon, Opdyke, Belle River, Dahlgreen, *Delafield, Broughton, *Dales, Hoodville, McLeansboro, Brooklyn, Maunies,' *Epworth, Carmi, *Trumbull, Enfield and *Thackery, Ill. Per Ton, 2,000 pounds, 50 cents.

*Prepay Station.

Issued December 6th, 1900. Effective at once

Issued by

C. B. Compton, General Freight Agent, Louisville, Kentucky.

File 150877. ELM-MT.

L. & N.

Amendment No. 5, to L. & N. Tariff G. F. O. No. 266, Cancels Amendment No. 4, 12-6, 1900.

Amendment to Freight Tariff on Coal, Carload (Minimum Weight, Capacity of Car), Issued by Louisville & Nashville Railroad Company, from Brooklyn and Equality, Ill.

East St. Louis, *French Village, *Birkners, Belleville, *Rentcheler, Mascoutah, New Memphis, *Queens Lake, Venedy, Addieville, Okawville, Nashville, Beaucoup, Ashley, *Roaches, Woodlawn, *Drivers, Mt. Vernon, Opdyke, Belle River, Dahlgreen, *Delafield, Broughton, *Dales, *Hoodville, McLeansboro, Brooklyn, Maunie, *Epworth, Carmi, *Trumbull, Enfield and *Thackeray, Ill. Per ton 2,000 pounds, 50 cents.

*Prepay Station.

Issued February 20th, 1901, effective at once.

Issued by
C. B. Compton, General Freight Agent, Louisville, Kentucky.
Files 162608 and 150877. ELB-FM.

L. & N.

Amendment No. 8 to Tariff G. F. O. No. 266. New Rate.
Amendment to Freight Tariff on Coal, Carloads, Minimum Weight, Capacity of Car. Issued by Louisville & Nashville Railroad Company, from Birkners, Ill., to East St. Louis, Ill. Per ton, 2,000 pounds, 30 cents.
Issued March 25th, 1901. Retroactive to March 21st, 1901.
Issued by
C. B. Compton, General Freight Agent, Louisville, Kentucky.
LH RA 225. File 166819. JPMcB-AR.

LOUISVILLE & NASHVILLE RAILROAD CO.

Office of the General Freight Agent.

Amendment No. 9 to L. & N. Tariff G. F. O. 266. Cancels Amendment No. 5, in conflict. Reduction.
Amendment to Freight Tariff on Coal, Carload (Minimum Weight, Capacity of Car), issued by Louisville & Nashville Railroad Company, from Mt. Vernon, Equality and Brooklyn, Ill., to East St. Louis, Ill. Per ton, 2,000 pounds, 45 cents.
Issued March 28th, 1901. Effective March 26th, 1901.
Issued by
C. B. Compton, General Freight Agent, Louisville, Kentucky.
File 112471. LH RA 226. JPMcB-AR.

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

Office of the General Freight Agent.

Amendment No. 13 to L. & N. Tariff G. F. O. No. 266. Cancels Amendment 11, 8-1-'02 in full. Cancels Amendment 10, 5-6-'01 in conflict. Re-issue, reduction. Cancels Amendment 5, 2-20-'01 in conflict.

Amendment No. 3 to I. C. C. No. A-2877. Cancels Amendment No. 1, in conflict. (Amendments 5 and 11 not interstate.)

Amendment to Freight Tariff on Coal, Carload. (Minimum weight, capacity of car.) Issued by Louisville & Nashville Railroad Company, from Equality, Ill.

To—	Per ton 2,000 lbs.	To—	Per ton 2,000 lbs.
East St. Louis, Ill	40c	Belle Rive, Ill.	40c
*French Village, Ill.	40c	Dahlgreen, Ill	40c
*Birkners, Ill.	40c	*Delafield, Ill.	40c
Belleville, Ill.	40c	Brooklyn, Ill.	40c
*Rentchler, Ill.	40c	Eldorado, Ill.	40c
Mascoutah, Ill.	40c	Broughton, Ill	40c
New Memphis, Ill.	40c	*Dales, Ill	40c
*Queens Lake, Ill.	40c	*Hoodville, Ill.	40c
Venedy, Ill.	40c	McLeansboro, Ill.	40c
Addieville, Ill.	40c	*Thackeray, Ill.	40c
Okawville, Ill	40c	Enfield, Ill.	40c
Nashville, Ill.	40c	*Trumbull, Ill.	40c
Beucoup, Ill.	40c	Carmi, Ill.	40c
Ashley, Ill.	40c	*Epworth, Ill.	40c
*Roaches, Ill.	40c	Maunie, Ill.	40c
Woodlawn, Ill.	40c	Hindman Switch ,Ill.	50c
*Drivers, Ill	40c	Upton, Ill.	50c
Mt. Vernon, Ill.	40c	Mt. Vernon, Ind.	50c
Opdyke, Ill.	40c		

*Prepay station.

Issued October 3rd, 1902. Effective October 8th, 1902.

Issued by,

D. N. Goodwyn, General Freight Agent, Louisville, Ky.

File 112471. SLFAR.

Forwarding agents post two copies.

Complainant's Exhibit No. 180.

L. & N. Tariff G. F. D. No. 615. Supersedes St. Louis Division Coal Tariff No. G. F. O. 266, March 11, 1899, and amendments 1 to 14 inclusive.

I. C. C. No. A-5776. Cancels I. C. C. No. A-2877, and amendments 1 to 3, inclusive.

Re-issue, no change in rates.

L. & N.

Freight Tariff on Coal, C. L. Issued by Louisville & Nashville R. R. Co., from Evansville, Ind, Equality, Ill, Belleville, Ill., Nashville, Ill., and other mines on the St. Louis division and branches, to Evansville, Ind., East St. Louis, Ill., Belleville, Ill., and local stations on St. Louis Division, Shawneetown Branch, and O'Fallon Branch.

Issued Jan. 19, 1903. Effective Jan. 24, 1903.

This company reserves the right to change these rates without other notice than required by law.

Issued by,

D. M. Goodwin, General Freight Agent, Louisville, Ky.
C. B. Compton, Traffic Manager, Louisville, Ky.
C. R. Brent, Assistant General Freight Agent, Louisville, Ky.
C. D. Boyd, Assistant G. F. A., Louisville, Ky.
Lee Howell, General Freight Agent, Evansville, Ind.

Files: (112471, Equality); (240490, Lawler); (166819 Birkners); (243267, Re-issue); (70545-2065-B-82788-B 82754); (25543-112471).

St. Louis Div. Coal Tariff No. 407-L.

(To East St. Louis from all mines.)

Rates on Coal, Carloads, Minimum Weight, Capacity of Car.

In Cents Per Ton of 2,000 Pounds.

St. Louis Division.

A—Evansville, Ind.
B—Mt. Vernon, Ill.
C—Nashville, Ill.
D—Mascoutah, Ill.
E—Enterprise Mine, Ill.
F—Rentchlers, Ill.
G—Turkey Hill Mine, Ill.
H—Belleville, Ill.

	FROM							
	A	B	C	D	E	F	G	H
Evansville ---Ind.	--	98	103	108	109	109	109	110
*St. Philip ---Ind.	45	96	101	106	107	107	107	108
*Caborn -----Ind.	50	95	100	105	106	106	106	107
Mt. Vernon --Ind.	55	93	99	104	104	105	105	106
*Upton -----Ind.	60	91	98	103	104	104	104	105
*Hinman Sw. Ill.	60	91	98	103	104	104	104	105
Maunie -----Ill.	60	87	97	102	102	102	103	104
*Epworth. ----Ill.	60	87	96	101	101	102	102	103
Carmi -----Ill.	60	85	95	100	101	101	101	102
*Trumbull ----Ill.	62½	80	93	99	100	100	100	101
Enfield -----Ill.	62½	75	91	98	99	99	99	100
*Enfield Jct. --Ill.	62½	75	91	98	99	99	99	100
*Thackeray ---Ill.	87	65	89	97	97	97	98	99
McLeansboro -Ill.	91	60	87	96	96	97	97	98
*Delafield. ----Ill.	91	60	85	95	95	96	96	97
Dahlgren -----Ill.	95	50	80	93	93	93	95	96
Belle Rive ----Ill.	95	50	75	91	91	93	93	95
Opdyke. -----Ill.	96	45	70	89	91	91	91	93
Mt. Vernon. --Ill.	98	--	50	50	50	50	50	50
*Drivers -----Ill.	99	45	50	50	50	50	50	50
Woodlawn ----Ill.	99	45	50	50	50	50	50	50
*Roachs -----Ill.	100	50	50	50	50	50	50	50
Ashley -----Ill.	101	50	45	50	50	50	50	50
Beaucoup ----Ill.	102	50	35	50	50	50	50	50
Nashville -----Ill.	103	50	--	50	50	50	50	50
Addieville ----Ill.	104	50	45	50	50	50	50	50
Okawville. ----Ill.	105	50	45	50	50	50	50	50
Venedy. -----Ill.	106	50	45	45	50	50	50	50
*Queens' Lake Ill.	106	50	45	45	50	50	50	50
New Memphis -Ill.	106	50	45	45	45	50	50	50
Mascoutah ---Ill.	108	50	45	--	25	25	35	45

Rentchlers	Ill.	109	50	45	35	25	--	25	35
Belleville.	Ill.	110	50	45	45	40	35	35	--
*Birnkers	Ill.	111	50	45	45	45	45	45	30
*French Vil.	Ill.	111	50	45	45	45	45	45	45
*Round House	Ill.	113	40	30	30	30	30	30	30
E. St. Louis.	Ill.	113	50	40	40	40	40	40	40

Shawneetown Branch.

*Hoodville	Ill.	91	65	87	96	97	97	97	98
*Dales	Ill.	93	70	89	97	98	98	98	99
Boughton	Ill.	95	70	91	98	99	99	99	100
*Rector	Ill.	97	80	95	99	100	101	101	102
Eldorado	Ill.	97	80	95	99	100	101	101	102
*Brooklyn	Ill.	98	87	96	101	102	102	102	103
Equality.	Ill.	98	87	96	101	102	102	102	103
Cypress Jct.	Ill.	100	89	98	102	103	103	104	105
*Welsh	Ill.	101	91	99	103	104	105	105	106
Shawneetown	Ill.	101	91	99	103	104	105	105	106

O'Fallon Branch.

O'Fallon.	Ill.	111	93	80	55	50	50	50	45

*Prepay Station.

For rates to stations not named use rates to station next beyond named herein.

St. Louis Division.

J—Humboldt Mine, Ill.
K—Beards Mine, Ill.
L—Hillview, Ill.; Knecht Mine, Ill.
M—Birkners, Ill.
N—Brooklyn, Ill.
O—Equality, Ill.
P—Lawler, Ill.

		FROM						
		J	K	L	M	N	O	P
Evansville	Ind.	110	110	111	--	--	98	--
*St. Philip	Ind.	108	109	109	--	--	96	--
*Caborn	Ind.	107	108	108	--	--	95	--
Mt. Vernon	Ind.	106	106	106	--	--	50	50
*Upton	Ind.	105	106	106	--	--	50	50
*Hinman Switch	Ill.	105	106	106	--	--	50	50
Maunie	Ill.	104	104	104	--	--	50	50
*Epworth	Ill.	103	103	103	--	--	50	50

Carmi	Ill.	102	103	103	--	--	40	50
*Trumbull	Ill.	101	102	102	--	--	40	50
Enfield.	Ill.	100	101	101	--	--	40	50
*Enfield Junction	Ill.	100	101	101	--	--	40	50
*Thackeray	Ill.	99	99	99	--	--	40	50
McLeansboro	Ill.	98	98	98	--	--	40	40
*Delafield	Ill.	97	97	97	--	--	40	40
Dahlgren	Ill.	96	96	96	--	--	40	40
Belle Rive	Ill.	95	95	95	--	--	40	40
Opdyke	Ill.	93	95	95	--	--	40	40
Mt. Vernon	Ill.	50	50	50	--	--	40	40
*Drivers	Ill.	50	50	50	--	--	40	40
Woodlawn	Ill.	50	50	50	--	--	40	40
*Roachs	Ill.	50	50	50	--	--	40	40
Ashley	Ill.	50	50	50	--	--	40	40
Beaucoup.	Ill.	50	50	50	--	--	40	40
Nashville	Ill.	50	50	50	--	--	40	40
Addieville	Ill.	50	50	50	--	--	40	40
Okawville.	Ill.	50	50	50	--	--	40	40
Venedy	Ill.	50	50	50	--	--	40	40
*Queen's Lake	Ill.	50	50	50	--	--	40	40
New Memphis	Ill.	50	50	50	--	--	40	40
Mascoutah	Ill.	45	50	50	--	--	40	40
Rentchlers.	Ill.	35	45	45	--	--	40	40
Belleville	Ill.	25	25	30	--	--	40	40
*Birnkers	Ill.	30	25	25	--	--	40	40
*French Village	Ill.	35	30	30	--	--	40	40
*Round House	Ill.	30	30	30	30	40	40	40
E. St. Louis	Ill.	40	40	40	40	50	50	50

Shawneetown Branch.

*Hoodville.	Ill.	98	99	99	--	--	40	40
*Dales	Ill.	99	99	100	--	--	40	40
Boughton.	Ill.	100	100	101	--	--	40	40
*Rector	Ill.	102	102	102	--	--	40	40
Eldorado	Ill.	102	102	102	--	--	40	40
*Brooklyn	Ill.	103	103	104	--	--	40	40
Equality.	Ill.	103	103	104	--	--	40	40
Cypress Junction	Ill.	105	105	105	--	--	45	--
*Welsh	Ill.	106	106	106	--	--	50	--
Shawneetown	Ill.	106	106	106	--	--	50	--

O'Fallon Branch.

O'Fallon ----------	Ill.	35	35	45	--	--	105	--

*Prepay Station.

For rates to stations not named use rates to station next beyond named herein.

L. & N.

Amendment No. 1 to L. & N. Tariff G. F. O. No. 615.

Amendment to Freight Tariff on Coal, C. L. Minimum weight, capacity of car. Issued by Louisville & Nashville Railroad Company, from Equality and Lawler, Ill., to St. Louis Division Stations, viz: McLeansboro, *Delafield, Dalgreen, Belle Rive, Opdyke, Mt. Vernon, *Drivers, Woodlawn, *Roaches, Ashley, Beaucoup, Nashville, Addieville, Okawville, Venedy, Queens Lake, New Memphis, Mascoutah, Rentchlers, Belleville, *Birkners *French Village and *Round House. Ill. Per ton 2,000 pounds, 50 cents.

Issued February 26th, 1903. Effective at once.

Issued by,

D. M. Goodwyn, General Freight Agent, Louisville, Ky. File 112471. SLF-AR.

L. & N.

Amendment No. 2 to L. & N. Tariff G. F. O. No. 615. Reduction.

Amendment No. 1 to I. C. Tariff No. A 5776.

Amendment to Local Freight Tariff on Coal, C. L., Minimum Weight, Capacity of Car, Issued by Louisville & Nashville Railroad Company, from Mines on St. Louis Division and Branches to Louisville and Nashville Stations.

Please refer to L. & N. Tariff G. F. O. No. 615, I. C. C. No. A-5776 and Amendments thereto and correct minimum weight as shown therein to read as follows: "Minimum weight, marked capacity of car, except that where the loading consists of Nut, Pea or Slack Coal,

an allowance of ten (10) per cent from the marked capacity weights, will be made, provided the weights so obtained are less than track scale weights."

Issued June 8th, 1903. Effective June 13th, 1903.

Issued by

D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.

File 264763. GCD-RH.

Forwarding Agents post two copies.

L. & N.

Amendment 2 (Corrected), to L. & N. Tariff G. F. O. 615, issued to correct typographical error.

Amendment No. 1 (Corrected), to I. C. C. No. A-5776.

Amendment to Local Freight Tariff on Coal, C. L., Minimum Weight, Capacity of Car, Issued by Louisville & Nashville Railroad Company, from Mines of St. Louis Division and Branches, to Louisville & Nashville Railroad Stations.

Please refer to L. & N. Tariff G. F. O. 615 (I. C. C. No. A-5776), and Amendments thereto and correct minimum weight as shown therein to read as follows: "Minimum Weight, Capacity of Car, except that where the loading consists of nut, pea or slack coal, an allowance of ten (10) per cent from the marked capacity weights, will be made, provided the weights to be obtained are not less than track scale weights."

Issued June 11th, 1903. Effective June 13th, 1903.

Issued by

D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.

File 264763. GCD-RH.

Forwarding Agents Post Two Copies.

Complainant's Exhibit No. 181.

L. & N. Tariff G. F. O. No. 702. Supersedes St. Louis Division Coal Tariff G. F. O. No. 615, January 24, 1903, and Amendments Nos. 1 and 2.

Reissue—New Rate.

I. C. C. No. A-6467. Cancels I. C. C. No. A-5776 and Amendment No. 1, corrected.

L. & N.

Freight Tariff on Coal, Carload, Issued by Louisville & Nashville R. R. Co., from Evansville, Ind., Equality, Ill., Belleville, Ill., Nashville, Ill., and Other Mines on the St. Louis Division and Branches, to Evansville, Ind., East St. Louis, Ill., Belleville, Ill., and Local Stations on St. Louis Division, Shawneetown Branch and O'Fallon Branch.

Issued Jan. 25, 1904. Effective Jan. 30, 1904.

This Company reserved the right to change these rates without other notices than required by law.

Issued by

D. M. Goodwyn, General Freight Agent, Louisville, Ky.
C. B. Compton, Traffic Manager, Louisville, Ky.
C. R. Brent, Asst. Genl. Frt. Agent, Louisville, Ky.
C. D. Boyd, Asst. Genl. Frt. Agt., Louisville, Ky.
Lee Howell, General Freight Agent, Evansville, Ind.

St. Louis Div. Coal Tariff No. 408-L.

Important Notice.—The rates named in this tariff will also apply on shipments in car load quantities at the points of origin and destination from and to warehouses and industries having L. & N. track connection, but not when located only on foreign lines.

There are no terminal charges or any rules or regulations in effect at destination which in any wise change, affect or determine any part of the aggregate of the rates named in this tariff to points off the line of the L. & N. R. R., except as published and filed with the Interstate Commerce Commission by the terminal lines which have signified concurrence in these rates.

Files: (112471, Equality); (240490, Lawler); (166819, Birkners); (243267, Re-issue); (70545, 2065, B-82738, B-822754, 252543, 112471 to East St. Louis from all mines); (291296, Eldorado).

Rates on Coal, Carloads, Minimum Weight, Capacity of Car, Except that Where the Loading Consists of Nut, Pea or Slack Coal, an Allowance of Ten (10) Per Cent From the Marked Capacity Weight Will Be Made, Provided the Weights so Obtained are Not Less Than Track-Scale Weights.

St. Louis Division.

In Cents Per Ton of 2,000 Pounds.

A—Evansville, Ind.
B—Mt. Vernon, Ill.
C—Nashville, Ill.
D—Mascoutah, Ill.
E—Enterprise Mine, Ill.
F—Rentchlers, Ill.
G—Turkey Hill Mine, Ill.
H—Belleville, Ill.

	FROM							
	A	B	C	D	E	F	G	H
Evansville ---Ind.	--	98	103	108	109	109	109	110
*St. Philip --Ind.	45	96	101	106	107	107	107	108
*Caborn -----Ind.	50	95	100	105	106	106	106	107
Mt. Vernon --Ind.	55	93	99	104	104	105	105	106
*Upton ------Ind.	60	91	98	103	104	104	104	105
*Hinman Sw., Ill.	60	91	98	103	104	104	104	105
Maunie -------Ill.	60	87	97	102	102	102	103	104
*Epworth ----Ill.	60	87	96	101	101	102	102	103
Carmi --------Ill.	60	85	95	100	101	101	101	102
Trumbull -----Ill.	62½	80	93	99	100	100	100	101
Enfield -------Ill.	62½	75	91	98	99	99	99	100
*Enfield Jct. --Ill.	62½	75	91	98	99	99	99	100
*Thackeray ---Ill.	87	65	89	97	97	97	98	99
McLeansboro -Ill.	91	60	87	96	96	97	97	98
*Delafield ----Ill.	91	60	85	95	95	96	96	97
Dahlgren -----Ill.	95	50	80	93	93	93	95	96
Belle Rive ----Ill.	95	50	75	91	91	93	93	95
Opdyke ------Ill.	96	45	70	89	91	91	91	93
Mt. Vernon ---Ill.	98	--	50	50	50	50	50	50
*Drivers ------Ill.	99	45	50	50	50	50	50	50
Woodlawn ----Ill.	99	45	50	50	50	50	50	50
*Roachs ------Ill.	100	50	50	50	50	50	50	50
Ashley -------Ill.	101	50	45	50	50	50	50	50
Beaucoup ----Ill.	102	50	35	50	50	50	50	50
Nashville -----Ill.	103	50	--	50	50	50	50	50
Addieville ----Ill.	104	50	45	50	50	50	50	50
Okawville ----Ill.	105	50	45	50	50	50	50	50
Venedy ------Ill.	106	50	45	45	50	50	50	50
*Queen's Lake, Ill.	106	50	45	45	50	50	50	50
New Memphis, Ill.	106	50	45	45	45	50	50	50
Mascoutah ----Ill.	108	50	45	--	25	25	35	45

Rentchlers ----Ill. 109	50	45	35	25	--	25	35
Belleville ----Ill. 110	50	45	45	40	35	35	--
*Birkners ----Ill. 111	50	45	45	45	45	45	30
French Village, Ill. 111	50	45	45	45	45	45	45
Round House--Ill. 113	40	30	30	30	30	30	30
East St. Louis, Ill. 113	50	40	40	40	40	40	40

Shawneetown Branch.

*Hoodville ----Ill. 91	65	87	96	97	97	97	98
*Dales -------Ill. 93	70	89	97	98	98	98	99
Broughton ----Ill. 95	70	91	98	99	99	99	100
*Rector ------Ill. 97	80	95	99	100	101	101	102
Eldorado -----Ill. 97	80	95	99	100	101	101	102
*Brooklyn ----Ill. 98	87	96	101	102	102	102	103
Equality ------Ill. 98	87	96	101	102	102	102	103
Cypress Jct. --Ill. 100	89	98	102	103	103	104	105
*Welsh -------Ill. 101	91	99	103	104	105	105	106
Shawneetown, Ill. 101	91	99	103	104	105	105	106

O'Fallon Branch.

O'Fallon -----Ill., 111	93	80	55	50	50	50	45

*Prepay Station.

For rates to stations not named use rates to station next beyond named herein.

St. Louis Division.

J—Humboldt Mine, Ill.
K—Beards Mine, Ill.
L—Hill View, Ill.; Knecht Mine, Ill.
M—Birkners, Ill.
N—Brooklyn, Ill.
O—Equality, Ill.
P—Lawler, Ill.
Q—Eldorado, Ill.

	FROM							
	J	K	L	M	N	O	P	Q
Evansville ----Ind. 110	110	111	--	--	98	--	98
*St. Philip ----Ind. 108	109	109	--	--	96	--	96
*Caborn ------Ind. 107	108	108	--	--	95	--	95
Mt. Vernon ---Ind. 106	106	106	--	--	50	50	50
*Upton -------Ind. 105	106	106	--	--	50	50	50
*Hinman Sw. --Ill. 105	106	106	--	--	50	50	50

Maunie	Ill.	104	104	104	--	--	50	50	50
*Epworth	Ill.	103	103	103	--	--	50	50	50
Carmi	Ill.	102	103	103	--	--	40	50	40
*Trumbull	Ill.	101	102	102	--	--	40	50	40
Enfield	Ill.	100	101	101	--	--	40	50	40
*Enfield Jct.	Ill.	100	101	101	--	--	40	50	40
*Thackeray	Ill.	99	99	99	--	--	40	50	40
McLeansboro	Ill.	98	98	98	--	--	50	50	50
*Delafield	Ill.	97	97	97	--	--	50	50	50
Dahlgren	Ill.	96	96	96	--	--	50	50	50
Belle Rive	Ill.	95	95	95	--	--	50	50	50
Opdyke	Ill.	93	95	95	--	--	50	50	50
Mt. Vernon	Ill.	50	50	50	--	--	50	50	50
*Drivers	Ill.	50	50	50	--	--	50	50	50
Woodlawn	Ill.	50	50	50	--	--	50	50	50
*Roachs	Ill.	50	50	50	--	--	50	50	50
Ashley	Ill.	50	50	50	--	--	50	50	50
Beaucoup	Ill.	50	50	50	--	--	50	50	50
Nashville	Ill.	50	50	50	--	--	50	50	50
Addieville	Ill.	50	50	50	--	--	50	50	50
Okawville	Ill.	50	50	50	--	--	50	50	50
Venedy	Ill.	50	50	50	--	--	50	50	50
*Queen's Lake	Ill.	50	50	50	--	--	50	50	50
New Memphis	Ill.	50	50	50	--	--	50	50	50
Mascoutah	Ill.	45	50	50	--	--	50	50	50
Rentchlers	Ill.	35	45	45	--	--	50	50	50
Belleville	Ill.	25	25	30	--	--	50	50	50
*Birkners	Ill.	30	25	25	--	--	50	50	50
French Village,	Ill.	35	30	30	--	--	50	50	50
Round House	Ill.	30	30	30	--	--	50	50	50
East St. Louis	Ill.	40	40	40	40	50	50	50	50

Shawneetown Branch.

*Hoodville	Ill.	98	99	99	--	--	40	40	40
*Dales	Ill.	99	99	100	--	--	40	40	40
Broughton	Ill.	100	100	101	--	--	40	40	40
Rector	Ill.	102	102	102	--	--	40	40	40
Eldorado	Ill.	102	102	102	--	--	40	40	--
*Brooklyn	Ill.	103	103	104	--	--	40	40	--
Equality	Ill.	103	103	104	--	--	40	40	--

Cypress Jct.	Ill.	105	105	105	--	--	45	--	--
*Welsh	Ill.	106	106	106	--	--	50	--	--
Shawneetown	Ill.	106	106	106	--	--	50	--	--
O'Fallon Branch.									
O'Fallon	Ill.	35	35	45	--	--	105	--	105

*Prepay Station.

For rates to stations not named use rates to station next beyond named herein.

(1-04-53.)

LOUISVILLE & NASHVILLE RAILROAD CO.

Office of the General Freight Agent.

Amendment No. 1 to G. F. O. 703. G. F. O. 702.

Amendment to local freight tariff on coal, C. L. Minimum weight, capacity of car, except that where the loading consists of nut, pea or slack coal, an allowance on ten (10) per cent from the marked capacity weight will be made, provided the weights so obtained are not less than track scale weights.

From Equality, Ill., to McLeansboro, Ill. Per ton 2,000 pounds, 40 cents.

Issued February 27th, 1904. Effective February 27th, 1904.

Issued by,

D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.

File 243267. RAD-MGS.

LOUISVILLE & NASHVILLE RAILROAD CO.

Office of the General Freight Agent.

Amendment No. 2 to G. F. O. 702.

Amendment to local freight tariff on coal, Carload. Minimum weight, capacity of car, except that where the loading consists of nut, pea or slack coal, an allowance of ten (10) per cent from the marked capacity weight will be made, provided the weights so obtained are not less than the track scale weights.

From Equality, Ill., to McLeansboro, Ill.

Please refer to Amendment No. 1 to G. F. O. 703, 2-27-04, applying as above and correct the same to read amendment No. 1 to G. F. O. 702.

Issued March 1st, 1904. Effective March 1st, 1904.

Issued by.

D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.

File 243267. RAD-MGS.

LOUISVILLE & NASHVILLE RAILROAD CO.

Office of the General Freight Agent.

Amendment No. 3 to G. F. O. 702. Cancels Amendments 1 and 2. Reduction.

Amendment No. 1 to I. C. C. No. A-6467. Amendments 1 and 2 not interstate.

Amendment to Local Freight Tariff on coal, carload. Minimum weight, capacity of car, except that where the loading consists of nut, pea or slack coal an allowance of ten (10) per cent from the marked capacity weight will be made, provided the weights so obtained are not less than track scale weights.

From Equality, Ill., to McLeansboro, Ill., 40 cents.

From Equality, Ill., to Evansville, Ind, 60 cents.

Per ton 2,000 pounds.

The rates named in this tariff will also apply on shipments in carload quantities at the points or origin and destination from and to warehouse and industries having L. & N. track connections, but not when located only on foreign lines.

There are no terminal charges or any rules or regulations in effect at destination which in any wise change, affect or determine any part of the aggregate of the rates named in this tariff to points off the line of the L. & N. R. R., except as published and filed with the Interstate Commerce Commission by the terminal lines which have signified concurrence in these rates.

Issued Sept. 14th, 1904. Effective Sept. 19th, 1904.

Issued by,

D. M. Goodwyn, General Freight Agent, Louisville, Kentucky.

Files 243267-112471. NCR-MGS.

Complainant's Exhibit No. 182.

150. Authority No. F. 3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway, Joint Freight Tariff.

Coal Belt G. F. D. No. 101-B. (Cancels G. F. D. No. 101-A.) St. L., I. M. & S. No. S-2624-B (Cancels No. S-2624-A.)

Applying on bituminous coal. (Carload minimum weight 20 net tons or marked capacity of car if less.)

In Cents per Ton of 2,000 *Pounds.*

From—	To—	Rate.
Murphysboro, Ill. Bush, Ill. Clifford, Ill. Zeigler Junction, Ill. Herrin, Ill. Pollard, Ill. Carterville, Ill.	East St. Louis, Ill. Bixby, Ill., and points on St. L., I. M. & S., intermediate.	52½c 55c
Zeigler (C. Z. & G. Ry.), Ill.	East St. Louis, Ill. Bixby, Ill.	55c 55c

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays), at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 15th, 1906.
W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo.
Geo. F. Nevins, T. M., C. Z. & G. Ry., Chicago, Ill.
Issued by,
A. T. Stewart, Assistant General Freight Agent, St. Louis, Mo.
St. Louis, Mo., June 14th, 1906.

250. Authority No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway; Herrin & Johnston City Railway, Wiggins Ferry Company, Joint Freight Tariff.

Coal Belt G. F. D. No. 101-C. (Cancels G. F. D. No. 101-B.) St. Louis, I. M. & S. No. S-2624-C. (Cancels No. S-2624-B.)

Applying on bituminous coal. (Carloads, minimum weight 20 net tons or marked capacity of car if less.)

In Cents Per Ton of 2,000 Pounds.

From—	To—	Rate.
Murphysboro, Ill. Bush, Ill. Clifford, Ill. Herrin, Ill. Zeigler Junction, Ill Pollard, Ill. Carterville, Ill.	*East St. Louis, Ill Bixby, Ill., and points on the St. L., I. M. & S. Ry., intermediate	52½c 55c
Johnston City, Ill., and mines located on the Herrin & Johnston City Ry.		55c
Zeigler (C. Z. & G. Ry.), Ill.	East St. Louis, Ill. Bixby, Ill.	55c 55c

*Will also apply to the Jumbo Tracks of the Wiggins Ferry Co.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the sta-

tion or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays), at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective October 2nd, 1906.

W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo.
G. F. Nevins, T. M., C., Z. & G. Ry., Chicago, Ill.

Issued by,

A. T. Stewart, Assistant General Freight Agent, St. Louis, Mo.

St. Louis, Mo., October 3rd, 1906.

250. Authority No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway; Herrin and Johnston City Railway; Wiggins Ferry Company, Joint Freight Tariff.

Coal Belt G. F. D. No. 101-D (Cancels G. F. D. No. 101-C). St. Louis I. M. & S. No. S-2624-D (Cancels No. S. 2624-C).

Applying on Bituminous Coal (Carload Minimum Weight 20 net tons or marked capacity of car if less).

In Cents per ton of 2,000 lbs.

To—	From—	Rate.
*East St. Louis, Ill. Bixby And points on the St. Louis, Iron Mountain & Sou. Ry., intermediate.	Bush, Ill	55c
	Clifford, Ill.	55c
	Herrin, Ill.	55c
	Murphysboro, Ill.	52½
	Zeigler Junction, Ill.	55c
	Carterville, Ill.	55c
	Pollard, Ill.	55c
	Johnston City, Ill., and mines located on the Herrin & Johnston City Ry.	55c
	Zeigler (C. Z. & G. Ry.), Ill	55c

*Will also apply to the Jumbo Tracks of the Wiggins Ferry Co.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays), at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's risk and cost, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective October 2nd, 1906.

W. S. Stith, G. T. M., Coal Belt Ry., St. Louis, Mo.
G. F. Nevins, T. M., C. Z. & G. Ry., Chicago, Ill.

St. Louis, Mo., October 27th, 1906.

Issued by

A. T. Stewart, Ass't. General Freight Agent, St. Louis, Mo.

2. Authority.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway; Herrin and Johnston City Railway; Wiggins Ferry Company, Amendment No. 1 to Joint Freight Tariff.

Coal Belt G. F. D. No. 101-D. St. L. I. M. & S. No. S-2624-D.

Applying on Bituminous Coal, Carloads, from Bush, Clifford, Herrin, Murphysboro, Harrison, Zeigler Jct., Carterville, Pollard, Junction City and Zeigler, Ill., to East St. Louis, Bixby and points on the St. Louis, Iron Mountain & Southern Ry., Intermediate.

Effective November 15th, 1906.

Refer to Tariff and add Harrison, Ill., at same rates as now apply from Murphysboro, Ill.

Issued by

A. T. Stewart, Ass't. Genl. Freight Agent, St. Louis, Mo.

New Rates. St. Louis, Mo., November 10th, 1906.

250. Authority No. F-5203.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway; Chicago, Zeigler & Gulf Railway; Herrin and Johnston City Railway; Wiggins Ferry Company, Amendment No. 1 to Joint Freight Tariff.

Coal Belt G. F. D. No. 101-E. St. L. I. M. & S. No. S-2624-E.

Applying on Bituminous Coal from E. St. Louis and Bixby, Ill.

Issued March 20th, 1907. Effective March 15th, 1907.

Refer to above named tariff and add the following item: "Owner's Risk."

Rates named in tariff will apply on shipments at owner's risk of carriage, loss of weight, etc., as set forth in Rule 4 of Western Classification No. 41 or subsequent issues. Shipments not so released will be charged 120 per cent of rate provided for shipments released as above."

C. C. P. Rausch, Asst. Gen'l Freight Agent, St. Louis, Mo.

Complainant's Exhibit No. 183.

125. File No. 76.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Wabash Railroad, Joint Freight Tariff.

Wabash No. ____ St. L., I. M. & S. No. 1-S-12096.

Applying on soft coal, carloads. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to Chicago, Ill. Rate 95c.

From Bush, Herrin and Zeigler, Ill., to Chicago, Ill., rate $1.00.

(Via East St. Louis, Ill.)

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective May 24th, 1904.

S. B. Knight, G. F. A., Wabash Railroad, St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., May 20th, 1904.

100. File No. 76.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Wabash R. R. Division Sheet No. 1, to Joint Freight Tariff.

Wabash No. ____ St. L., I. M. & S. No. 1 S-12096.

Applying on soft coal, carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 *Pounds.*

To	St.L.,I.M.&S.Ry.	Wabash R.R.	
Chicago, Ill.	To		Through
From	E. St. Louis, Ill.	Beyond	
Harrison, Ill. ------	33.3	61.7	95
Murphysboro, Ill. --	33.3	61.7	95
Bush, Ill. ----------	33.3	61.7	95
Herrin, Ill. --------	35	65	$1.00
Zeigler, Ill. --------	35	65	$1.00

Effective May 24th, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., July 19th, 1904.

Complainant's Exhibit No. 184.

125. File No. 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), Coal Belt and Wabash Railroad, Joint Freight Tariff.

Wabash No. ____ Coal Belt No. ____ St. L., I. M. & S. No. 1 S-12096.

Applying on soft coal, carloads. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to Chicago, Ill. Rate 95c.

From Bush, Herrin, Zeigler, East Carterville, and Pollard, Ill., to Chicago. Rate $1.00.

(Via Et. St. Louis, Ill.)

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective August 1st, 1904.

J. B. Russell, T. M., Coal Belt Ry., Chicago, Ill.

S. B. Knight, G. F. A., Wabash Railroad, St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., July 27th, 1904.

100. File 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), Coal Belt Railway, and Wabash Railroad. Division Sheet No. 1 to Joint Freight Tariff.

Wabash No. ____. St. L., I. M. & S. No. I. S. 12096-A.

Applying on soft coal, carloads. (Minimum weight as per tariff.)

In Cents Per Ton of 2,000 Pounds.

To Chicago, Ill. From	St.L.,I.M.&S.Ry. To E. St. Louis, Ill.	Wabash R.R. Beyond	Through
Harrison, Ill. ------	33.3	61.7	95
Murphysboro, Ill.---	33.3	61.7	95
Bush, Ill. ----------	35	65	$1.00
Herrin, Ill. --------	35	65	1.00
Zeigler, Ill --------	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill. -------	35	65	1.00

Effective August 1st, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., July 26th, 1904.

100. File No. 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And leased, operated and independent lines. (Illinois Division), and Coal Belt Railway and Wabash Railroad. Division Sheet No. 2, to Joint Freight Tariff.

Wabash No. ____ Coal Belt No. ____ St. L., I. M. & S. No. 1. S-12096-A.

Applying on soft coal, carloads, from Illinois Division Mines and Stations on the Coal Belt Ry., to Chicago, Ill.

(Basis for subdivision of proportion south of East St. Louis.)

From East Carterville, and Pollard, Ill.

Divisions—Allow Coal Belt Railway 5 1-4 cents per ton, minimum of two dollars ($2.00) per car.

Effective August 1st, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., July 26th, 1904.

100. File No. 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Ry., Wabash R. R. Division Sheet No. 3 (Cancels Division Sheet No. 1), to Joint Freight Tariff.

Wabash No. ---. Coal Belt No. ---. St. L. I. M. & S. No. 1 S. 12096-A.

Applying on Soft Coal, Carloads (Minimum Weight as per Tariff), From Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago, Ill. (via E. St. Louis, Ill.).

Rates named in tariff will divide on the following basis:

Route—St. L. I. M. & S. Ry (Ill. Div.). Percentages—30.

Route—Wabash Railroad. Percentages—70.

The Wabash R. R. to assume the terminal switching at East St. Louis, or Chicago, Ill., out of their proportion.

Effective September 19th, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., September 30th, 1904.

100. File No. 5021.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Ry., Wabash R. R. Di-

vision Sheet No. 4 (Cancels Division Sheet No. 2), to Joint Freight Tariff.

Wabash No. ___. Coal Belt No. ___. St. L. I. M. & S. No. 1 S. 12096-A.

Applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on the Coal Belt Ry., to Chicago, Ill.

(Basis for subdivision of proportion South of East St. Louis.)

From—East Carterville, Ill. Divisions—Allow Coal Belt Railway 4½ cents per ton, Minimum of Two Dollars ($2.00) per car.

From—Pollard, Ill. Divisions—Allow Coal Belt Railway 4½ cents per ton, Minimum of Two Dollars ($2.00) per car.

Effective November 1st, 1904.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., Nov. 17th, 1904.

Complainant's Exhibit No. 185.

125. Authority No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Ry. Co., in connection with Wabash Railroad. Joint Freight Tariff.

Coal Belt Ry. G. F. D. No. 81. Wabash No. ___. St. L. I. M. & S. No. I. S. 12096-B. (Cancels I. S. 12096-A).

Applying on Soft Coal, Carloads. Minimum Weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison and Murphysboro, Ill., to Chicago, Ill., rate $0.95.

From Bush, Herrin and Ziegler, Ill., to Chicago, Ill., rate $1.00.

From East Carterville and Pollard, Ill., to Chicago, Ill., rate $1.00.

(Via East St. Louis, Ill.)

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective February 1st, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.

S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., February 16th, 1905.

100. Authority No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Ry. Co., Wabash R. R. Division Sheet No. 1 to Joint Freight Tariff.

Coal Belt G. F. D. No. 81. St. L. I. M. & S. No. 1 S. 12096-B.

Applying on Soft Coal, Carloads (Minimum Weight as per Tariff), from Illinois Division Mines and Stations on the Coal Belt Ry., to Chicago, Ill. (Via East St. Louis, Ill.).

Rates named in Tariff will divide on the following basis:

Route—St. L. I. M. & S. Ry. (Ill. Div.). Percentages—30.

Route—Wabash Railroad. Percentages—70.

The Wabash R. R. to assume the terminal switching at East St. Louis, or Chicago, Ill., out of their proportion.

Effective February 1st, 1905.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., February 15th, 1905.

100. Authority No. F-917.

COAL BELT RAILWAY CO.

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Independent Lines (Illinois Division), and Wabash Railroad, Division Sheet No. 2, to Joint Freight Tariff.

Wabash No. ___. Coal Belt G. F. D. No. 81. St. L. I. M. & S. No. 1 S. 12096-B.

Applying on Soft Coal, Carloads, from Illinois Division Mines and Stations on Coal Belt Ry., to Chicago, Illinois.

(Basis for subdivision of proportion South of East St. Louis.)

From—East Carterville and Pollard, Ill. Divisions—Allow Coal Belt Railway 4½ cents per ton, Minimum of two dollars ($2.00) per car.

Effective February 1st, 1905.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., Feb. 16th, 1905.

Complainant's Exhibit No. 186.

125. Authy. No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Co., in connection with Wabash Railroad.

Joint Freight Tariff. Coal Belt Ry. G. F. D. No. 81-A (cancels G. F. D. No. 81); Wabash No. —; St. L.,

I. M. & S. No. 1, S. 12096-C (cancels No. 1, S. 12096-B), applying on Soft Coal, Carloads. Minimum weight, 40,000 lbs, unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Ziegler, Ill.,

To—	Rate.
Chicago, Ill	$1.00

From East Carterville and Pollard, Ill.,

To—	Rate.
Chicago, Ill	$1.00

(Via East St. Louis, Ill.)

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective May 14th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.
S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.
J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

100. Authy. No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO.

And Leased Operated and Independent Lines (Illinois Division), and Coal Belt Railway Co., Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff. Coal Belt G. F. D. No. 81-A; St. L., I. M. & S. No. 1 S. 12096-C., applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago, Ill. (via East St. Louis, Ill.)

Rates named in Tariff will divide on the following basis:

Route.	Percentages.
St. L., I. M. & S. Ry. (Ill. Div.)----------	30
Wabash Railroad ----------	70

The Wabash R. R. to assume the terminal switching at East St. Louis, or Chicago, Ill., out of their proportion.

Effective May 14th, 1905.

J. C. Lincoln, Gen. Frt. Agent, St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

100. Authy. No. F-917.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Indepnedent Lines (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff. Wabash No. —; Coal Belt G. F. D. No. 81-A; St. L., I. M. & S. No. 1. S. 12096-C, applying on Soft Coal, Carloads.

From Illinois Division Mines and Stations on Coal Belt Ry. to Chicago, Ill.

(Basis for subdivision of proportion south of East St. Louis.)

From East Carterville and Pollard, Ill.

Divisions—Allow Coal Belt Railway 4½ cents per ton, minimum of Two Dollars ($2.00) per car.

Effective May 14th, 1905.

J. C. Lincoln, Gen. Frt. Agent, St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

"Complainant's Exhibit No. 187."

Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company in connection with Wabash Railroad.

Joint Freight Tariff Coal Belt Ry. G. F. D. No. 81-B Cancels G. F. D. No. 81-A), Wabash No.__, St. L., I. M. & S. No. I. S. 12096-D (Cancels No. I. S. 12096-C), applying on Soft Coal and Unwashed Coal Screenings, C. L., Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Zeigler, Ill., to Chicago, Ill., (See Note), rate *$1.00.

From East Carterville and Pollard, Ill., to Chicago, Ill., (See Note), rate *$1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed Coal Screenings, 95 cents per ton of 2,000 lbs.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk,

or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 12th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Railway Co., St. Louis, Mo.

S. B. Knight, G. F. A., Wabash Railroad, St. Louis, Mo.

J. C. Lincoln, General Freight Agent, St. Louis, Mo.

St. Louis, Mo., June 8th, 1905.

100. Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 81-B, St. L., I. M. & S. No. I. S. 12096-D, applying on Soft Coal and Unwashed Coal Screenings, C. L. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on Coal Belt Ry., to Chicago, Ill. (Via East St. Louis, Ill.)

Rates named in tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill. Div.)	.30
Wabash Railroad	.70

The Wabash R. R. to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective June 12th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 8th, 1905.

100. Auth'y No. F-917.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 81-B, Wab. No.__, St. L., I. M. & S. No. 1. S. 12096-D, applying on Soft Coal and Unwashed Coal Screenings, C. L.

From Division Mines and Stations on the Coal Belt Railway to Chicago, Ill.

Basis for subdivision of proportion south of East St. Louis:

From East Carterville and Pollard, Ill.

Division—Allow Coal Belt Ry. 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective June 12th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 8th, 1905.

Complainant's Exhibit No. 188.

150. Authy. No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company in connection with Wabash R. R.

Joint Freight Tariff Coal Belt Ry. G. F. D. No. 81-C (Cancels G. F. D. No. 81-B), Wabash No.__, St. L., I. M. & S. No. I. S. 12096-E (Cancels No. I. S. 12096-D), applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin and Zeigler, Ill., to Chicago, Ill., (See Note), rate *$1.00.

From East Carterville and Pollard, Ill., to Chicago, Ill., (See Note), rate *$1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed Nut, Pea, Slack and Coal Screenings, 95 cents per ton of two thousand (2,000) pounds.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 26th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.
S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.
J. C. Lincoln, General Freight Agent, St. Louis, Mo.
St. Louis, Mo., August 7th, 1905.

100. Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 81-C, St. L., I. M. & S. No. 1. S. 12096-E, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

From Division Mines and Stations on Coal Belt Railway to Chicago, Ill. (Via East St. Louis, Ill.)

Rates named in Tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill. Div.)	.30
Wabash Railroad	.70

The Wabash Railroad to assume the terminal switching at East St. Louis, or Chicago, Ill., out of their proportion.

Effective June 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., August 7th, 1905.

100. Auth'y No. F-917.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 81-C, St. L., I. M. & S. No. I. S. 12096-E, applying on Soft Coal, and Unwashed Nut, Pea, Slack and Coal Screenings, C. L.

From Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago, Ill.

Basis for subdivision of proportion South of East St. Louis:

From East Carterville and Pollard, Illl.

Division—Allow Coal Belt Ry. 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective June 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., August 7th, 1905.

Complainant's Exhibit No. 189.

150. Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois

Division), and Coal Belt Railway Company, in connection with Wabash R. R.

Joint Freight Tariff Coal Belt Ry. G. F. D. No. 81-D (Cancels G. F. D. No. 81-C Wabash No.____, St. L. I. M. & S. No. I. S 12096-F (Cancels No. I. S. 12096-E), applying on Soft Coal and unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Ziegler, Ill., to Chicago and Essex, Ill., (See Note), rate *$1.00.

From East Carterville and Pollard, Ill., to Chicago and Essex, Ill., (See Note), rate *$1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed Nut, Pea, Slack and Coal Screenings, 95 cents per ton of two thousand (2,000) pounds.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charges will be governed by regulations of the delivering carrier at destination.

Effective September 18th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.

S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.

J C. Lincoln, General Freight Agent, St Louis, Mo.

St. Louis, Mo., September 15th, 1905.

100. Auth'y No. 917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 81-D, St. L., I. M. & S. No. I. S. 12096-F, applying on Soft Coal and unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per tariff.)

From Illinois Division Mines and Stations on Coal Belt Railway, to Chicago and Essex, Ill. (Via East St. Louis, Ill.)

Rates named in tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill. Div.)	.30
Wabash Railroad	.70

The Wabash Railroad to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective September 18th, 1905.

J. C. Lincoln, Gen'l. Frt. Agt., St. Louis, Mo.

St. Louis, Mo., September 15th, 1905.

100. Auth'y No. F-917.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 81-D, St. L., I. M. & S. No. I. S. 12096-F, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L.

From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Essex, Ill.

Basis for subdivision of proportion South of East St. Louis:

From East Carterville and Pollard, Ill.

Divisions—Allow Coal Belt Ry. 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective September 18th, 1905.

J. C. Lincoln, Gen'l. Frt. Agt., St. Louis, Mo.

St. Louis, Mo., September 15th, 1905.

Complainant's Exhibit No. 190.

150. Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company, in connection with Wabash Railroad.

Joint Freight Tariff Coal Belt Ry. G. F. D. No. 81-E (Cancels G. F. D. No. 81-D), St. L., I. M. & S. No. I. S. 12096-G, Wab. No.— (Cancels No. I. S. 12096-F), applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Ziegler Junction, Ill., to Chicago and Essex, Ill., (See Note), rate *$1.00.

From East Carterville and Pollard, Ill., to Chicago and Essex, Ill., (See Note), rate *$1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed Nut, Pea, Slack and Coal Screenings, 95 cents per ton of two thousand (2,000) pounds.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will,

at the option of the carrier, either be removed and stored in a public warehouse at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective September 26th, 1905.

J. C. Lincoln, G. F. A., Coal Belt Ry., St. Louis, Mo.
S. B. Knight, G. F. A., Wabash R. R., St. Louis, Mo.
J. C. Lincoln, General Freight Agent, St. Louis, Mo.
St. Louis, Mo., September 21st, 1905.

100. Auth'y No. F-917.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. D. No. 81-E, St. L., I. M. & S. No. I. S. 12096-G, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on Coal Belt Railway to Chicago and Essex, Ill. (Via East St. Louis, Ill.

Rates named in Tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill. Div.)	.30
Wabash Railroad	.70

The Wabash Railroad to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective September 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.
St. Louis, Mo., Sept. 21st, 1905.

100. Auth'y No. F-917.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 81-E, St. L., I. M. & S. No. I. S. 12096-G, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L.

From Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago and Essex, Ill.

Basis for subdivision of proportion South of East St. Louis:

From East Carterville, Ill.—

Divisions—Allow Coal Belt Ry. 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective September 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., September 21st, 1905.

Complainant's Exhibit No. 191.

150. Authy. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO.,

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company, in connection with Wabash Railroad.

Joint Freight Tariff. Coal Belt Ry. G. F. D. No. 81-F (cancels G. F. D. No. 81-E; St. Louis, I. M. & S. No. I. S. 12096-H (cancels No. I. S. 12096-G), applying on Soft Coal, Carloads. Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Clifford, Bush, Herrin, Ziegler Junction, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	$1.00
Essex, Ill. (see Note)	$1.00

From East Carterville and Pollard, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	$1.00
Essex, Ill. (see Note)	$1.00

(Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time the property will, at the option of the carrier, either be removed and stored in a public warehouse at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective April 1st, 1906.

W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo.
W. C. Maxwell, A. F. T. M., Wab. R. R., St. Louis, Mo.

St. Louis, Mo., March 21st, 1906.

Issued by E. B. Lane, Ass't Gen. Frt. Agt., St. Louis, Mo.

100. Authy. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO.

And Leased, Operated and Independent Lines (Illi-

nois Division), and Coal Belt Railway Co., Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt G. F. D. No. 81-F; St. L., I. M. & S. No. I. S. 12096-H, applying on Soft Coal, Carloads (Minimum weight as per Tariff).

From Illinois Division Mines and Stations on Coal Belt Railway to Chicago and Essex, Illinois (via East St. Louis, Ill.).

Rates named in Tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill Div.)	30
Wabash Railroad	70

The Wabash Railroad to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective April 1st, 1906.

Issued by E. B. Lane, Ass't Gen. Frt. Agt.,
St. Louis, Mo.

St. Louis, Mo., March 21st, 1906.

100. Authy. No. F-3468.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff, Coal Belt G. F. D. No. 81-F, St. L., I. M. & S. No. I. S. 12096-H, applying on Soft Coal, Carloads.

From Illinois Division Mines and Stations on the Coal Belt Ry. to Chicago and Essex, Illinois.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville and Pollard, Ill.

Division—Allow Coal Belt Ry. 4½ cents per ton, minimum of Two Dollars ($2.00) per car.

Effective April 1st, 1906.

W. C. Stith, Freight Traffic Manager,
St. Louis, Mo.

Complainant's Exhibit No. 192.

150. Authy. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company, in connection with Wabash Railroad.

Joint Freight Tariff, Coal Belt Ry. G. F. D. No. 81-G (cancels G. F. D. No. 81-F), St. L., I. M. & S. No. I. S. 12096-I (cancels No. I. S. 12096-H), applying on Soft Coal, Carloads (minimum weight, see below).

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Clifford, Bush, Herrin, and Zeigler Junction, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	$1.00
Essex, Ill. (see Note)	$1.00

From East Carterville and Pollard, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	$1.00
Essex, Ill. (see Note)	$1.00

(Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

Minimum Weights.

In Coal Cars.—Lump Mine Run, Slack or Screenings, marked capacity of car; pea nut and egg, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 lbs.

In box or stock cars of marked capacity of 60,000 lbs., or less, minimum will be marked capacity of car.

In box or stock cars of marked capacity over 60,000 lbs., and not over 36 feet in length, 60,000 lbs.

In box or stock cars of marked capacity over 60,000 lbs., and over 36 feet in length, 70,000 lbs., but not in excess of marked capacity of car.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 15th, 1906.

W. C. Stith, F. T. M., Coal Belt Ry., St. Louis, Mo
W. C. Maxwell, A. G. T. M., Wab. R. R., St Louis, Mo.
Issued by A. T. Stewart, Ass't Gen. Frt. Agt.,
St. Louis, Mo.

100. Authy. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY CO.

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company, Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt G. F. D. No. 81-G, St. L., I. M. & S. No. I. S. 12096-I, applying on Soft Coal, Carloads (minimum weight as per Tariff). From Illinois Division Mines and Stations on Coal Belt Railway to Chicago and Essex, Illinois (via East St. Louis, Ill.).

Rates named in Tariff will divide on the following basis:

Route.	Percentages.
St. L., I. M. & S. Ry. (Ill. Div.)	30
Wabash Railroad	70

The Wabash Railroad to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective June 15th, 1906.

Issued by—

A. T. Stewart, Ass't Gen. Frt. Agent,
St. Louis, Mo.

St. Louis, Mo., June 6th, 1906.

100. Authy. No. F-3486.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff, Coal Belt G. F. D. No. 81-G, St. L., I. M. & S. No. I. S. 12096-I, applying on Soft Coal, Carloads (minimum weight as per Tariff). From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Essex, Illinois.

Basis for subdivision of proportion south of East St. Louis.

From East Carterville and Pollard, Ill.

Divisions—Allow Coal Belt Railway 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective June 15th, 1906.

W. C. Stith, Freight Traffic Manager,
St. Louis, Mo.

St. Louis, Mo., June 6th, 1906.

Complainant's Exhibit No. 193.

150. Auth'y No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Ziegler & Gulf Ry.; Coal Belt Railway, in connection with Wabash Railroad.

Joint Freight Tariff C. B. G. F. D. No. 81-H (Cancels No. 81-G), Wabash No. --, C. Z. & G. No. --, St. L., I. M. & S. No. I. S. 12096-J (cancels No. S-2735-B and I. S. 12096-I), applying on Soft Coal, Carloads. (Minimum weights, see below.)

In Dollars Per Ton of 2,000 Pounds.

From Bush, Clifford, East Carterville, Harrison, Herrin, Murphysboro, Pollard, Ziegler, (C. Z. & G. Ry.) Zeigler Junction, Ill., to Chicago and Essex, Ill., rate $1.00. (Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

Minimum Weights.

In Coal Cars—Lump, Mine Run, Slack or Screenings, marked capacity of car, Pea, Nut and Egg, 4,000 lbs. less than marked capacity of car, but not in any case less than 40,000 lbs.

In box or stock cars of marked capacity of 60,000 lbs., or less minimum will be marked capacity of car.

In box or stock cars of marked capacity over 60,000 lbs. and not over 36 feet in length, 60,000 lbs.

In box or stock cars of marked capacity over 60,000 lbs. and over 36 feet in length, 70,000 lbs., but not in excess of marked capacity of car.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective July 2nd, 1906.
W. C. Stith, F. T. M., C. B. Ry., St. Louis, Mo.
F. A. Barber, Chief of Traffic Bureau, Wabash R. R., St. Louis, Mo.
G. F. Nevins, T. M. C. Z. & G. Ry., Chicago, Ill.
Issued by—
A. T. Stewart, Ass't General Freight Agent, St. Louis, Missouri.
St. Louis, Mo., June 28th, 1906.

150. Auth'y No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry.; Coal Belt Railway; Herrin & Johnston City Railway, in connection with Wabash Railroad.
Amendment No. 1 to Joint Freight Tariff C. B. G. F. D. No. 81-H, Wabash No.—, C. Z. & G. No.—, St. L. I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)
From Bush, Clifford, East Carterville, Harrison, Herrin, Johnston City, Murphysboro, Pollard and Zeigler Junction, Ill., to Chicago and Essex, Ill.
Effective October 2nd, 1906.
Refer to above named Tariff and add Johnston City, Ill., at same rate as now apply from Pollard, Ill., also add Herrin & Johnston City Railway as party to Tariff.
Issued by—
A. T. Stewart, Ass't Gen'l Frt. Agent, St. Louis, Mo.
St. Louis, Mo., October 8th, 1906.

125. Auth'y No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Coal Belt Railway Company; Chicago, Zeigler & Gulf Railway; Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff Coal Belt G. F. No. 81-H, St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Illinois Division Mines, Stations on the Coal Belt & Chicago, Ziegler & Gulf Railways, to Chicago and Essex, Ill. (Via E. St. Louis, Ill.)

Rates named in Tariff will divide on the following basis:

Route.	Percentages.
St. L., I. M. & S. Ry. (Ill. Div.)	.30
Wabash Railroad	.70

The Wabash Railroad to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective July 2nd, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agent, St. Louis, Mo.

St. Louis, Mo., June 27th, 1906.

125. Auth'y No. F-3951.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway and Leased, Operated and Independent Lines, (Illinois Division), and Wabash Railroad.

Division Sheet No. 2 to Joint Freight Tariff Coal Belt G. F. D. No. 81-H, St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt and Chicago, Ziegler and Gulf Railways to Chicago and Essex, Ill.

Basis for subdivision of proportion South of East St. Louis, Ill.:

From East Carterville and Pollard, Ill.

Divisions—Allow Coal Belt Railway 4½ cents per ton, minimum of two dollars ($2.00) per car.

Effective July 2nd, 1906.

W. C. Stith, Frt. Traffic Manager, St. Louis, Mo.

St. Louis, Mo., June 27th, 1906.

130. Auth'y No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines (Illinois Division), and Chicago, Zeigler & Gulf Railway; Wabash Railroad.

Division Sheet No. 3 to Joint Freight Tariff C., Z. & G. No.—, Wabash No.—, St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads. Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt and Chicago, Zeigler & Gulf Railways to Chicago and Essex, Ill. (Via Zeigler Junction and E. St. Louis, Ill.)

Basis for subdivision of proportion South of East St. Louis, Ill.:

Chicago, Zeigler & Gulf Railway to Zeigler Jct., Ill., $1.00 per car.

St. Louis, Iron Mountain & Southern Ry., beyond balance.

Effective July 2nd, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 27th, 1906.

125. Auth'y No. F-4579.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Herrin & Johnston City Railway.

Division Sheet No. 4 to Joint Freight Tariff H. & J. C. Ry. No.—, St. Louis, I. M. & S. No. I. S. 12906-J, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Mines located on the Herrin & Johnston City Railway to Chicago and Essex, Ill.

Basis for subdivision of proportion South of East St. Louis, Ill.

From Johnston City, Ill., and Mines located on the Herrin & Johnston City Ry.

Divisions—Allow the Herrin & Johnston City Ry. 4½ cents per ton minimum of two dollars ($2.00) per car. (Via Herrin, Ill.)

Effective October 2nd, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agent, St. Louis, Mo.

St. Louis, Mo., October 9th, 1906.

125. Authy. No. F-3931.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY.

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company, Chicago, Zeigler & Gulf Railway, Wabash Railroad.

Division Sheet No. 5 (cancels Division Sheet No. 1) to Joint Freight Tariff, Coal Belt G. F. D. No. 81-H, St. Louis, I. M. & S. No. 1, S. 12096-J, applying on Soft Coal, Carloads (minimum weight as per Tariff) from Illinois Division Mines, Stations on the Coal Belt and Chicago, Zeigler & Gulf Railways, to Chicago and Essex, Illinois (via East St. Louis, Ill.).

Rates named in Tariff will divide on the following basis:

Route.	Percentage.
St. L., I. M. & S. Ry. (Ill. Div.)----------	.30
Wabash Railroad ----------	.70

The St. L., I. M. & S. Ry. will assume the terminal switching at East St. Louis, Ill., not to exceed $2.50 per car, and the Wabash Railroad will assume all terminal switching incurred at Chicago, Ill.

Effective November 18th, 1906.

Issued by A. T. Stewart, A. G. F. A.,
St. Louis, Mo.

St. Louis, November 12th, 1906.

125. Authy. No. F-3951.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Co., Chicago, Zeigler & Gulf Railway, Herrin & Johnston City Ry., Wabash Railroad.

Division Sheet No. 6 (cancels Division Sheet No. 5) to Joint Freight Tariff, Coal Belt G. F. D. No. 81-H. St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads (minimum weight as per Tariff).

From Illinois Division Mines stations on the Coal Belt and Chicago, Zeigler & Gulf Railways, and Herrin & Johnston City Railway, to Chicago and Essex, Ill. (via E. St. Louis, Ill.).

Rates named in Tariff will divide on the following basis:

Route.	Percentages.
St. L., I. M. & S. Ry. (Illinois Division)	.30
Wabash Railroad	.70

The St. L., I. M. & S. Ry. will assume the terminal switching at East St. Louis, Ill., not to exceed $2.50 per car, and the Wabash Railroad will assume all terminal switching incurred at Chicago, Ill.

Effective November 8th, 1906.

Issued by A. T. Stewart, Ass't Gen. Frt. Agt., St. Louis, Mo.

St. Louis, Mo., November 27th, 1906.

Authy. No. F-4770.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway, in connection with Wabash Railroad.

Division Sheet No. 7 (cancels Division Sheet No. 2) to Joint Freight Tariff, Coal Belt G. F. D. No.

81-H, St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads (minimum weight as per Tariff).

From Illinois Division Mines and Stations on the Coal Belt and Chicago, Zeigler & Gulf Railways to Chicago and Essex, Illinois.

Rates for subdivision of proportion south of East St. Louis, Ill.

From East Carterville and Pollard, Ill.

Divisions—Allow Coal Belt Railway six (6) cents per ton, minimum of two dollars ($2.00) per car.

Effective November 6th, 1906.

W. B. Hurlbut, General Freight Agent,
St. Louis, Mo.

St. Louis, Mo., December 21st, 1906.

125. Authy. No. F-5067.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway, Chicago, Zeigler & Gulf Ry., Herrin & Johnston City Railway, Wabash Railroad.

Division Sheet No. 8 (cancels Division Sheet No. 6) to Joint Freight Tariff, Coal Belt G. F. D. No. 81-H, St. L., I. M. & S. No. I. S. 12096-J, applying on Soft Coal, Carloads (minimum weight as per Tariff).

From Illinois Division Mines stations on the Coal Belt and Chicago, Zeigler & Gulf and Herrin & Johnston City Railways to Chicago and Essex, Ill. (via E. St. Louis, Ill.).

Issued February 2d, 1907. Effective March 1st, 1907.

Rates named in Tariff will divide on the following basis:

Route.	Percentages.
St. L., I. M. & S. Ry. (Illinois Division)---	.30
Wabash Railroad ----------	.70

The St. L., I. M. & S. Ry. will assume the terminal switching at East St. Louis, Ill., not to exceed $3.00 per car, and the Wabash Railroad will assume all terminal switching incurred at Chicago, Ill.

W. D. Hurlbut, General Freight Agent,

Complainant's Exhibit No. 194.

125. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Wabash Railroad.

Joint Freight Tariff. C. Z. & G. No.—, Wabash No.—, St. L., I. M. & S. No. S-2735-A (Cancels No. S-2735.), applying on Soft Coal, Carloads. (Minimum weight 40,000 pounds, unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Zeigler, Ill., to Chicago and Essex, Ill., (See Note), rate $1.15. (Via Zeigler Junction and East St. Louis, Ill.

Note.—Will not apply to intermediate points.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective April 1st, 1906.
W. C. Maxwell, A. F. T. M., Wab. R. R., St. Louis, Mo.
St. Louis, Mo., March 22nd, 1906.
Issued by—
E. B. Lane, Ass't Gen'l Freight Agent, St. Louis, Mo.

125. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Wabash Railroad.

Division Sheet No. 1 to Joint Frt. Tariff C. Z. & G. No.—, Wabash No.—, St. L., I. M. & S. No. S-2735-A, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Zeigler, Ill., to Chicago and Essex, Ill. (Via Zeigler Junction and East St. Louis, Ill.)

Rates named in Tariff will divide on the following basis:

To Zeigler Junction, Ill., 15 cents per ton 2,000 lbs.

Balance—St. L., I. M. & S. Ry. (Ill. Div.), 30 per cent; Wabash 70 per cent. Through Tariff.

The Wabash R. R. to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective April 1st, 1906.
Issued by—
E. B. Lane, Ass't Gen'l Frt. Agent, St. Louis, Mo.
St. Louis, Mo., March 22nd, 1906.

Complainant's Exhibit No. 195.

125. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Wabash Railroad.

Joint Freight Tariff C. Z. & G. No.—, Wabash No.—, St. L., I. M. & S. No. S-2735-B, (Cancels No. S-2735-A), applying on Soft Coal, Carloads. (Minimum weights see below.)

In Cents Per Ton of 2,000 Pounds.

From Zeigler, Ill., to Chicago and Essex, Ill., (See Note), rate $1.15. (Via Zeigler Junction and East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

Minimum Weights.

In Coal Cars—Lump, Mine Run, Slack or Screenings, marked capacity of car, Pea, Nut and Egg, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 lbs.

In box or stock cars of marked capacity of 60,000 lbs. or less minimum will be marked capacity of car.

In box or stock cars of marked capacity over 60,000 lbs. and not over 36 feet in length 60,000 lbs.

In box or stock cars of marked capacity over 60,000 lbs. and over 36 feet in length 70,000 lbs., but not in excess of marked capacity of car.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 15th, 1906.

W. C. Maxwell, A. G. T. M., Wabash R. R., St. Louis, Mo.

G. F. Nevins, T. M. C. Z. & G. Ry., Chicago, Ill.

St. Louis, Mo., June 6th, 1906.

Issued by

A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.

125. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Wabash Railroad.

Division Sheet No. 1 to Joint Freight Tariff C. Z. & G. No.--, Wabash No.--, St. L., I. M. & S. No. S-2735-B, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Zeigler, Ill., to Chicago and Essex, Ill. (Via Zeigler Junction and East St. Louis, Ill.)

Rates named in Tariff will divide on the following basis:

To—	Balance	Through
15 Cents per Ton 2000 lbs.	St. L. I. M. & S. Ry. (Ill. Div.) 30%, Wabash 70%	Tariff

The Wabash R. R. to assume the terminal switching at East St. Louis or Chicago, Ill., out of their proportion.

Effective June 15th, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 6th, 1906.

Complainant's Exhibit No. 196.

Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Co., Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt G. F. D. No. 79-A, St. L., I. M. & S. No. S. 2558-B, applying on Soft Coal, Carloads (minimum weight as per Tariff).

In Cents Per Ton of 2,000 Pounds.

A—St. L., I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago and Alton Railway Beyond.
C—Through.

To Chicago, Ill., From—	A	B	C
Harrisburg, Ill. -----	.35	.65	$1.00
Murphsboro, Ill. ----	.35	.65	$1.00
Bush, Ill. ----------	.35	.65	$1.00
Herrin, Ill. ----------	.35	.65	$1.00
Zeigler, Ill. ---------	.35	.65	$1.00
East Carterville, Ill.---	.35	.65	$1.00
Pollard, Ill. ---------	.35	.65	$1.00

The C. & A. to assume switching at East St. Louis, not in excess of $1.50 per car.

Effective May 14th, 1905.

J. C. Lincoln, General Freight Agent,
St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

Authy. No. F-507.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Independent Lines (Illinois Division), and Chicago & Alton Railway.

Division Sheet No. 2 to Joint Freight Tariff, Coal Belt G. F. D. No. 79-A, C. & A. No. —, St. L., I. M. & S. No. S-2558-B, applying on Soft Coal, Carloads.

From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago, Ill.

Basis for subdivision of proportion south of East St. Louis:

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Railway 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective May 14th, 1905.

J. C. Lincoln, General Freight Agent,
St. Louis, Mo.

St. Louis, Mo., May 4th, 1905.

100. Authy. No. F-507.

COAL BELT RAILWAY COMPANY

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines (Illinois Division), and Chicago & Alton Ry.

Division Sheet No. 2 to Joint Freight Tariff, Coal Belt G. F. D. 79-C, C. & A. No. —, St. L., I. M. & S. No. S-2558-D, applying on Soft Coal, and Unwashed Nut, Pea, Slack and Coal Screenings, C. L.

From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis:

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Ry. 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective June 26th, 1905.

J. C. Lincoln, General Freight Agent.
St. Louis, Mo.

St. Louis, Mo., August 11th, 1905.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Coal Belt Railway Company, Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt G. F. D. No. 79-C, St. L., I. M. & S. No. S-2558-D, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

In Cents per Ton of 2,000 *Pounds.*

A—St. L., I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago and Alton Railway Beyond.
C—Through.
To Chicago and Joliet, Ill.,

From—	A	B	C
Harrison, Ill.			
Murphysboro, Ill.	*33.3	*61.7	* .95
Bush, Ill.			
Herrin, Ill.	35	65	$1.00
Ziegler, Ill.			
East Carterville, Ill.	*33.3	*61.7	* .95
Pollard, Ill.	35	65	$1.00

*Applies on unwashed nut, pea, slack and coal screenings, only.

The Chicago & Alton Railway to assume switching at East St. Louis, not in excess of $1.50 per car. The St. L., I. M. & S. Ry., the remainder.

Effective June 26th, 1906.

J. C. Lincoln, Gen. Frt. Agt., St. Louis, Mo.

St. Louis, Mo., August 10th, 1905.

Complainant's Exhibit No. 197.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Coal Belt Railway Co., Chicago & Alton Railway.

Joint Freight Tariff, Coal Belt G. F. D. No. 79-C (cancels G. F. D. No. 79-B); St. L., I. M. & S. 2558-D (cancels No. S-2558-C), applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight, 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herris, Zeigler, East Carterville and Pollard, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	*$1.00
Joliet, Ill. (see Note)	*$1.00

(Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed nut, pea, slack and coal screenings, 95 cents per ton of 2,000 lbs.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery. Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays), at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 26th, 1905.

C. A. King, A. G. F. A., C & A. Ry., Chicago, Ill.

J. C. Lincoln, G. F. A.

J. C. Lincoln, Gen. Freight Agent, St. Louis, Mo.

St. Louis, Mo., August 11th, 1905.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Coal Belt Railway Company, Chicago & Alton Railway.

Division Sheet No. 3 (cancels Division Sheet No. 1) to Joint Freight Tariff, Coal Belt G. F. D. No. 79-D, St. L., I. M. & S. No. S-2558-E, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

In Cents per Ton of 2,000 *Pounds.*

A—St. L., I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago and Alton Railway Beyond.
C—Through.
To Chicago and Joliet, Ill.,

From—	A	B	C
Harrison, Ill.			
Murphysboro, Ill.	*30	*65	* .95
Bush, Ill.,			
Herrin, Ill.	35	65	$1.00
Ziegler Junction, Ill.			
East Carterville, Ill.	30	65	* .95
Pollard, Ill.	35	65	$1.00

*Applies on unwashed nut, pea, slack and coal screenings, only.

The Chicago & Alton Railway to assume switching at East St. Louis, not in excess of $1.50 per car. The St. L., I. M. & S. Ry., the remainder.

Effective September 26th, 1905.

J. C. Lincoln, Gen. Freight Agent, St. Louis, Mo.

St. Louis, Mo., October 18th, 1905.

Complainant's Exhibit No. 198.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illi-

nois Division), and Coal Belt Railway Co., Chicago & Alton Railway.

Joint Freight Tariff, Coal Belt G. F. D. No. 79-D (cancels G. F. D. No. 70-C), St. L., I. M. & S. No. S-2558-E (cancels No. S-2558-D), C. & A. No. —, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Herrin, Zeigler Junction, East Carterville, and Pollard, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	*$1.00
Joliet, Ill. (see Note)	*$1.00

(Via East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

*Unwashed nut, pea, slack and coal screenings, 95 cents per ton of 2,000 lbs.

The responsibility of the Company as a common carrier terminates upon arrival of the property at the station or place of delivery.

Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's risk and cost, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective Sept. 26th, 1905.

C. A. King, G. F. A., C. & A. Ry., Chicago, Ill.

J. C. Lincoln, G. F. A., Coal Belt, St. Louis, Mo.

St. Louis, Mo., Sept. 21st, 1905.

J. C. Lincoln, Gen. Frt. Agent, St. Louis, Mo.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division) and Coal Belt Railway Company, Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff, Coal Belt G. F. D. No. 79-D, St. L., I. M. & S. No. S-2558-E, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

In Cents per Ton of 2,000 Pounds.

A—St. L., I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago and Alton Railway Beyond.
C—Through.
To Chicago and Joliet, Ill.,

From—	A	B	C
Harrison, Ill.			
Murphysboro, Ill.	*33.3	*01.7	* .95
Bush, Ill.			
Herrin, Ill.	35	65	$1.00
Ziegler Junction, Ill.			
East Carterville, Ill.	*33.3	*61.7	* .95
Pollard, Ill.	35	65	$1.00

*Applies on unwashed nut, pea, slack and coal screenings, only.

*Applies on Unwashed, Nut, Pea, Slack and Coal Screenings, only.

The Chicago & Alton Railway to assume switching at East St. Louis, not in excess of $1.50 per car. The St. L., I. M. & S. Ry., the remainder.

Effective Sept. 26th, 1905.

J. C. Lincoln, Gen. Freight Agent, St. Louis, Mo.

St. Louis, Mo., Sept. 21st, 1905.

100. Authy. No. F-507.

COAL BELT RAILWAY COMPANY.

And St. Louis, Iron Mountain & Southern Railway Co. and Leased, Operated and Independent Lines (Illinois Division) and Chicago & Alton Railway.

Division Sheet No. 2 to Joint Freight Tariff, Coal Belt G. F. D. No. 79-D, C. & A. No. —, St. L., I. M. & S. No. S-2558-E, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L.

From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis:

From East Carterville and Pollard, Ill.

Divisions—Allow the Coal Belt Ry. 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective September 26th, 1905.

J. C. Lincoln, Gen. Freight Agent, St. Louis, Mo.

St. Louis, Mo., Sept. 21st, 1905.

Complainant's Exhibit No. 199.

100. Authy. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY

And Leased, Operated and Independent Lines (Illinois Division), and Coal Belt Railway Company, Chicago & Alton Railroad.

Joint Freight Tariff, Coal Belt G. F. D. No. 79-F (cancels G. F. A. No. 79-E), C. & A. No. —, St. L., I. M. & S. No. S-2558-G (cancels No. S-2558-F), applying on Soft Coal, Carloads. (Minimum weights, see below.)

In Cents Per Ton of 2,000 *Pounds.*

From Harrison, Murphysboro, Bush, Clifford, Herrin, Zeigler Junction, East Carterville and Pollard, Ill.,

To—	Rate.
Chicago, Ill. (see Note)	$1.00
Joliet, Ill. (see Note)	$1.00

(Via East St. Louis, Ill.)

Note.—Will not apply to interstate points.

Minimum Weights.

In Coal Cars:

Lump, Mine Run, Slack or Screenings, marked capacity of car.

Pea, Nut and Egg, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 lbs.

In box or stock cars, marked capacity of 60,000 lbs. or less, minimum will be charged.

In box or stock cars of marked capacity of over 60,000 lbs., and not over 36 feet in length, 60,000 lbs.

In box or stock cars of marked capacity over 60,000 lbs. and over 36 feet in length, 70,000 pounds, but not in excess of marked capacity of car.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery.

Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective September 26th, 1905.

C. A. King, G. F. A., Chicago & Alton Ry., Chicago, Ill.

H. H. Highland, T. M., C., Z. & G. Ry., Chicago, Ill.

St. Louis, Mo., September 21st, 1905.

(Former Tariff No. S-2558-D.)

J. C. Lincoln, Gen. Freight Agent, St. Louis, Mo.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illi-

nois Division), and Coal Belt Railway Company; Chicago & Alton Railroad.

Division Sheet No. 1 to Joint Freight Tariff. Coal Belt G. F. D., No. 79-F, St. L., I. M. & S. No. S-2558-G, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

In Cents Per Ton of 2,000 *Pounds.*

A—St. L., I. M. & S. Ry. to East St. Louis, Ill.
B—Chicago and Alton Railway Beyond.
C—Through.

To—	A	B	C
Harrison, Ill.	35	65	$1.00
Murphysboro, Ill.	35	65	1.00
Bush, Ill.	35	65	1.00
Clifford, Ill.	35	65	1.00
Herrin, Ill.	35	65	1.00
Zeigler Junction, Ill.	35	65	1.00
East Carterville, Ill.	35	65	1.00
Pollard, Ill.	35	65	1.00

The Chicago & Alton Railroad to assume switching at East St. Louis, not in excess of $1.50 per car, The St. L., I. M. & S. Ry. the remainder.

Effective June 15th, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 6th, 1906.

100. Auth'y No. F-3468.

COAL BELT RAILWAY COMPANY,

And St. Louis, Iron Mountain & Southern Railway Co., and Leased, Operated and Independent Lines, (Illinois Division), and Chicago & Alton Railroad.

Division Sheet No. 2 to Joint Freight Tariff. Coal Belt G. F. D. No. 79F. C. & A. No.—. St. L., I. M. & S. No. S-2558-G, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Illinois Division Mines and Stations on the Coal Belt Railway to Chicago and Joliet, Ill.

Basis for subdivision of proportion south of East St. Louis:

From East Carterville and Pollard, Ill., allow the Coal Belt Ry. 5¼ cents per ton, minimum of two dollars ($2.00) per car.

Effective June 15th, 1906.

Issued by—

A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., June 6th, 1906.

Complainant's Exhibit No. 200.

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry.; Chicago & Alton Railway.

Joint Freight Tariff C. Z. & G. No.___. St. L., I. M. & S. No. S-2736, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. Minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Zeigler, Ill., to Chicago and Joliet, Ill., (See Note), rate x$1.15. (Via Zeigler Junction and East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

xUnwashed Nut, Pea, Slack and Coal Screenings, $1.10 per ton of 2,000 lbs.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery.

Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and stored in a public

warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective September 26th, 1905.

C. A. King, G. F. A., Chicago & Alton Ry., Chicago, Ill.
H. H. Highland, T. M., C. Z. & G. Ry., Chicago, Ill.

St. Louis, Mo., September 21st, 1905.

J. C. Lincoln, Gen'l Frt. Agent.,
St. Louis, Mo.

(Former Tariff No. S-2558-D.)

100. Auth'y No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry.; Chicago & Alton Railway.

Division Sheet No. 1 to Joint Freight Tariff C. Z. & G. No.___. C. & A. No.___. St. L., I. M. & S. No. S-2736, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

From Zeigler, Ill., to Chicago and Joliet, Ill. (Via Zeigler Junction and East St. Louis, Ill.)

In Cents Per Ton of 2,000 *Pounds.*

To	St. L., I. M. & S. Ry.	C. & A. Ry.	
Zeigler Jct., Ill.	To E. St. Louis, Ill.	Beyond.	Through.
15	x33.3	x61.7	x$1.00
15	35	65	1.15

x Applies on Unwashed Nut, Pea, Slack and Coal Screenings only.

The C. & A. Ry. to assume switching at East St. Louis, not in excess of $1.50 per car, St. L., I. M. & S. Ry., the remainder.

Effective September 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., Sept. 21st, 1905.

100. Authy. No. F-507.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry.; Chicago & Alton Railway.

Division Sheet No. 2 (Cancels Division Sheet No. 1) to Joint Freight Tariff C. Z. G. No.__, C. & A. No. ____, St. Louis, I. M. & S. No. S-8736, applying on Soft Coal and Unwashed Nut, Pea, Slack and Coal Screenings, C. L. (Minimum weight as per Tariff.)

From Zeigler, Ill., to Chicago and Joliet, Ill. (Via Zeigler Junction and East St. Louis, Ill.)

In Cents Per Ton of 2,000 *Pounds.*

To Zeigler Junction, Ill.	St. L., I. M. & S. Ry. To E. St. Louis, Ill.	C. & A. Ry. Beyond.	Through
15	*30	*65	$1.10
15	35	65	1.15

x Applies on Unwashed Nut, Pea, Slack and Coal Screenings, only.

The C. & A. Ry. to assume switching at E. St. Louis, not to exceed $1.50 per car, St. L., I. M. & S. Ry. the remainder.

Effective September 26th, 1905.

J. C. Lincoln, Gen'l Frt. Agt., St. Louis, Mo.

St. Louis, Mo., October 18th, 1905.

Complainant's Exhibit No. 201.

100. Auth'y. No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), Chicago, Zeigler & Gulf Ry., Chicago & Alton Railroad.

Joint Freight Tariff C. Z. & G. Ry. No.__, St. L., I. M. & S. No. S-2736-A (Cancels No. S-2736), applying on Soft Coal, C. L., minimum weight 40,000 lbs., unless marked capacity of car is less, in which case assess marked capacity.

In Cents Per Ton of 2,000 *Pounds.*

From Zeigler, Ill., to Chicago and Joliet, Ill., (See Note), rate $1.15. (Via Zeigler Junction and East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery.

Free storage will be given for forety-eight hours therafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time the property will, at the option of the carrier, either be removed and stored in a public warehouse, at the owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective April 1st, 1906.

C. A. King, G. F. A., Chicago & Alton R. R., Chicago, Illinois.

March 21st, 1906.

H. H. Highland, T. M., C. & A. Ry. Co., Chicago, Ill.

Issued by—
E. B. Lane, Ass't Gen'l Frt. Agt., St. Louis, Mo.
St. Louis, Mo., March 22nd, 1906.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Chicago & Alton Railroad.

Division Sheet No. 1 to Joint Freight Tariff C. Z. & G. No.—, C. & A. No.—, St. L., I. M. & S. No. S-2736, applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)

From Ziegler, Ill., to Chicago and Joliet, Ill. (Via Ziegler Junction and East St. Louis, Ill.)

In Cents Per Ton of 2,000 *Pounds.*

To Ziegler Juct., Ill.	St. L., I. M. & S. Ry. To E.St. Louis, Ill.	C. & A. Ry. Beyond.	Through.
15	35	65	$1.15

The C. & A. R. R. to assume switching charge at East St. Louis, not to exceed $1.50 per car, St. L., I. M. & S. Ry. the remainder.

Effective April 1st, 1906.

Issued by—
E. B. Lane, Ass't Gen'l Frt. Agt., St. Louis, Mo.
St. Louis, Mo., March 22nd, 1906.

Complainant's Exhibit No. 202.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Chicago & Alton Railroad.

Joint Freight Tariff C. Z. & G. No.__, St. L., I. M. & S. No. S-2736-D (Cancels No. S-2738-A), applying on Soft Coal, Carloads. (Minimum weights see below.)

In Cents Per Ton of 2,000 Pounds.

From Zeigler, Ill., to Chicago and Joliet, Ill., (See Note), rate $1.15. (Via Zeigler Jct. and East St. Louis, Ill.)

Note.—Will not apply to intermediate points.

Minimum Weights.

In Coal Cars—Lump, Mine Run, Slack or Screenings, marked capacity of car, Pea, Nut and Egg, 4,000 lbs. less than marked capacity of car, but in no case less than 40,000 lbs.

In box cars or stock cars of marked capacity of 60,000 lbs., or less, minimum will be marked capacity of car.

In box cars or stock cars of marked capacity over 60,000 lbs. and not over 36 feet in length, 60,000 lbs.

In box or stock cars of marked capacity over 60,000 lbs., and over 36 feet in length, 70,000 lbs., but not in excess of marked capacity of car.

The responsibility of this Company as a common carrier terminates upon arrival of the property at the station or place of delivery.

Free storage will be given for forty-eight hours thereafter (exclusive of Sundays and legal holidays) at the risk of the owner. If not removed at the expiration of that time, the property will, at the option of the carrier, either be removed and placed in a public warehouse, at owner's cost and risk, or will be retained in the carrier's possession as warehouseman, subject to storage charges.

If property covered by bills of lading of this Company is destined to points on other roads, the storage charge will be governed by regulations of the delivering carrier at destination.

Effective June 15th, 1906.
C. A. King, G. F. A., C. & A. R. R., Chicago, Ill.
G. F. Nevins, T. M., C. Z. & G. Ry., Chicago, Ill.
Issued by—
A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.
St. Louis, Mo., June 6th, 1906.

100. Auth'y No. F-3468.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RY. COMPANY,

And Leased, Operated and Independent Lines, (Illinois Division), and Chicago, Zeigler & Gulf Ry., Chicago & Alton Railroad.
Division Sheet No. 1 to Joint Freight Tariff C. Z. & G. No.—, C. & A. No.—, St. L., I. M. & S. No. S-2736-B applying on Soft Coal, Carloads. (Minimum weight as per Tariff.)
From Zeigler, Ill., to Chicago and Joliet, Ill. (Via Zeigler Junction and E. St. Louis, Ill.)

In Cents Per Ton of 2,000 *Pounds.*

To Zeigler Jct., Ill.	St. L., I. M. & S. Ry. To E. St. Louis, Ill.	C. & A. R. R. Beyond.	Through.
15	35	65	$1.15

The C. & A. R. R. to assume switching at East St. Louis, not to exceed $1.50 per car, St. L., I. M. & S. Ry. the remainder.
Effective June 15th, 1906.
Issued by—
A. T. Stewart, Ass't Gen'l Frt. Agt., St. Louis, Mo.
St. Louis, Mo., June 6th, 1906.

Complainant's Exhibit No. 203.

ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY COMPANY,

Amendment No. 2 (cancels Amendment No. 1) to Freight Tariff No. 6, I. C. C. No. 19.

Effective January 1, 1906.

Naming rate from connecting lines terminating in Dupo, East St. Louis, Madison and Granite City, Ill., to connecting lines terminating in St. Louis, Mo. Also to yards and industries located on St. Louis Merchants Bridge Terminal Railway tracks in St. Louis, Mo.

Coal—Bituminous.

20 cents per net ton. Minimum carload 25 tons.
Issued January 25, 1906. Effective February 1, 1906.
J. L. Penney, Traffic Manager.

Complainant's Exhibit No. 204.

Auth'y R-61.

T. R. R. A. I. C. C. No. 45, M. B. T. I. C. C. No. 44 (Cancels T. R. R. and M. B. T. I. C. C. No. 39.)

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

St. Louis Merchants Bridge Terminal Railway Co. Freight Tariff No. 10-A (Cancels Freight Tariff No. 10) naming Switching Rates in Illinois between—
Baltimore & Ohio Southwestern R. R.
Chicago & Alton R. R.
Chicago & Eastern Illinois R. R.
Chicago, Burlington & Quincy Ry.
Chicago, Peoria & St. Louis Ry.
East St. Louis Connecting Ry.
East St. Louis & Suburban Ry.
Illinois Central R. R.
Litchfield & Madison Ry.
Louisville & Nashville R. R.
Mobile & Ohio R. R.
Southern Ry.
St. Louis & Belleville Electric R. R.
St. Louis & O'Fallon R. R.
St. Louis, Iron Mountain & Southern Ry.
St. Louis, Troy & Eastern R. R.
Toledo, St. Louis & Western R. R.

Venice & Carondelet Ry.
Vandalia R. R.
Wabash R. R.
(Composing Rate Group No. 9.)
And Yards and Industries at East St. Louis, Madison and Granite City, as listed herein.
Issued April 1, 1907. Effective May 1, 1907.

List of Industries, Location and Group Rating.
Abbreviation:

Conlogue—E. St. Louis & Carondelet Ry.
Ill. Trf.—Illinois Transfer Ry.
M. B. T.—St. Louis Merchants Bridge Terminal Ry.
T. R. R. A.—Terminal Railroad Association of St. Louis.
G. C. Belt—Granite City & Madison Belt Line R. R.

Name.	Location	Route.	Rate Group.
Alton Granite & St. L. Traction Co.	Granite City.	M. B. T.	5
American Car & Fdry. Co.	Madison	M. B. T.	7
American Steel Fdrys. Co.	Granite City	M. B. T.	4
American Steel Fdrys. Co.	E. St. Louis	Ill. Traf.	6
Armour Car Lines, Icing Station.	E. St. Louis	T. R. R. A.	2
Barber Asphalt Paving Co.	Madison	M. B. T.	7
Baxter Moulding Co.	E. St. Louis	Ill. Trf.	6
Builders Supply & Coal Co.	E. St. Louis	Ill. Trf.	6
Commonwealth Steel Co.	Granite City	M. B. T.	4
Corn Products Refining Co.	Granite City	M. B. T.	4
Damascus Brake Beam Co.	E. St. Louis	Ill. Trf.	6
E. St. Louis Cotton Oil Co.	E. St. Louis	Ill. Trf.	6
E. St. Louis Stone Co.	Falling Springs	Conlogue	3
Eisenmeyer, A. W.	Granite City	M. B. T.	5
Elliott Frog & Switch Co.	E. St. Louis	Conlogue	1
Ewing, J. F., Salt Co.	E. St. Louis	T. R. R. A.	2
Flannery, P. & Son.	E. St. Louis	Ill. Trf.	6
Gedney, Jesse, Lumber Co.	E. St. Louis	Ill. Trf.	6
Goedde, B. & Co.	E. St. Louis	Ill. Trf.	6
Granite City Elevator	E. St. Louis	M. B. T.	5
Granite City Lime & Cement Co.	E. St. Louis	M. B. T.	5
Granite City Lime & Cement Co.	Granite City	M. B. T.	5
Granite City Steel Works.	Granite City	M. B. T.	5
Helms Brewery	Madison	M. B. T.	7
Helmbacher Forge & Rolling Mill Co.	Madison	M. B. T.	7

Hilker, E. W., Coal & Feed Co.	Granite City	M. B. T.	5
Horn, B. F.	E. St. Louis	Conlogue	1
Hoyt Metal Co.	Granite City	M. B. T.	5
		M. B. T.	4
International Harvester Co.	E. St. Louis	Conlogue	1
Interstate Cooperage Co.	Madison	M. B. T.	7
MacGowan & Finnegan.	E. St. Louis	Ill. Trf.	6
Mepham, G. S. & Co.	E. St. Louis	Ill. Trf.	6
Mid-Continent Oil Refining Co.	E. St. Louis	Conlogue	1
Midvale Mining & Manufacturing Co.	E. St. Louis	Ill. Trf.	6
Missouri Bridge & Iron Co.	E. St. Louis	Ill. Trf.	6
Morris Lumber & Construction Co.	Granite City	M. B. T.	5
National Brewing Co.	Madison	M. B. T.	7
National Enameling and Stamping Co.			
Steel Works	Granite City	M. B. T.	5
Stamping Works	Granite City	M. B. T.	5
Niemes, Jno. & Co.	Falling Springs	Conlogue	3
Peerless Baking Co.	E. St. Louis	Conlogue	1
Perfection Pressed Stone Co.	E. St. Louis	Ill. Trf.	6
Public Delivery Yards:			
Missouri and Sullivan Aves.	E. St. Louis	Conlogue	1
West of Relay Depot (Penney Switch)	E. St. Louis	T. R. R. A.	2
Falling Springs, Ill.	————	Conlogue	3
19th Street	Granite City	M. B. T.	5
20th Street	Granite City	M. B. T.	5
West Granite	Granite City	M. B. T.	4
Madison, Ill.	————	M. B. T.	7
Corn Cob Switch.	Prairie Dupont.	Conlogue	1
Trendlay Switch	Winstanley	Ill. Trf.	6
Railway Steel Spring Co.	Lansdowne	Ill. Trf.	6
Rich Self-Feeder Co.	E. St. Louis	Ill. Trf.	6
Robinson, E. C., Lumber Co.	Granite City	M. B. T.	5
Ruffner, J. W. & Son.	E. St. Louis	Conlogue	1
St. Louis Bed & Mfg. Co.	E. St. Louis	Ill. Trf.	6
St. Louis Cotton Compress Co. No. 1.	E. St. Louis	Conlogue	1
St. Louis National Stock Yards.	E. St. Louis	(Conlogue) (T.R.R.A.) (M. B. T.)	8
St. Louis Rail and Equipment Co.	E. St Louis	Ill Trf	6
Schultz & Niemeyer Commission Co.	Granite City	M. B. T.	5
Standard Oil Co.	E. St Louis	T. R. R. A.	2
Stolle, C., Quarry & Construction Co.	Falling Springs	T. R. R. A.	3
Terminal Elevator.	E. St. Louis	Ill. Trf.	6
Tri-City Ice Manufacturing Co.	Madison	M. B. T.	7

Vulcan Foundry Co.	Granite City	M. B. T.	5
Wagner Brewing Co.	Granite City	M. B. T.	5
Werthan Fire Brick Co.	Madison	M. B. T.	7
Western Fire Brick Co.	Granite City	M. B. T.	5
Western Foundry Supply Co.	East St. Louis	Ill. Trf.	6

Car Load Swtching Rates.

Rates in Cents per ton of 2,000 pounds, except as otherwise noted.

Minimum Weight—Bituminous Coal—Capacity of car. Other freight 30 tons per car.

Subject to Exceptions and Notes following:

Between	Group And No.	1	2	3	4	5	6	7	8	9
E. St. Louis.....Conlogue	1	10	10	20	10	10	10	10	10	10
E. St. Louis.....T. R. R. A.	2	10	10	20	10	10	10	10	10	10
Falling Springs...Conlogue	3	20	20	10	20	20	20	20	20	20
Granite City.....M. B. T.	4	10	10	20	10	10	10	10	10	10
Granite City.....G. C. Belt	5	10	10	20	10	$1 Per Car.	10	10	10	10
Illinois Transfer	6	10	10	20	10	10	10	10	10	10
Madison	7	10	10	20	10	10	10	10	10	10
National Stock Yards (See note)	8	10	10	20	10	10	10	10	10	10
All Connecting Lines in Illinois	9	10	10	20	10	10	10	10	10	$3 Per Car.

Does not apply to Crushed Stone, Macadam Rubble, etc. See Terminal R. R. Ass'n, I. C. C. No. 47 for rates.

Exception No. 1.

Between all points in Group 1 to 9 inclusive.

Passenger Equipment.

For rates see Terminal R. R. Ass'n., I. C. C. No. 44, and St. Louis Merchants Bridge Terminal I. C. C. No. 42, effective May 1, 1907, or subsequent issues.

Freight Equipment.

Caboose ----------$2.00 per car
Freight Cars, empty, new ---------- 1.00 per car

Freight Cars, empty, old, for repairs, or wrecking	.50 per car
Locomotives, under steam	3.50 each
Locomotives, not under steam	5.00 each
Snow Plows, Steam Shovels, Derrick and Crane Cars, etc.	3.50 each

No charge for return, empty, of freight cars handled one way loaded.

Exception No. 2.

Between all points in Groupe 1 to 9 inclusive.

Trailers and Idlers.

Trailers or idlers, made necessary by extra length of commodity, no part of load resting thereon. (See Rule No. 1) ---------- $1.50 each

Rule No. 1.

Double Loads.

Articles requiring two or more cars for their transportation shall be charged at actual weight of commodity at the tariff rate, but in no case less the established car-load minimum for each car on which load rests, trailer or idler charged in addition. (See Exception No. 2.)

Rule No. 2.

National Yards Switching.

Stock Yards switching on cars to and from industries located on its tracks must be added to switching rates quoted.

Rule No. 3.

Billing.

No loaded car will be received by these companies unless accompanied by regular way-bill, showing consignee and find destination.

Rule No. 4.

Car Service.

Rules of the Central Car Service Association will be in force on all carload freight.

Rule No. 5.

Charges.

No freight charges will be accepted on cars switched. Switching charges will follow cars to receiving railway, unless otherwise noted.

Rule No. 6.

Shipper's Orders.

Cars consigned to "Shipper's Order," for local delivery will not be accepted.

Rule No. 7.

Reconsigning.

Cars reconsigned will be considered a new load and regular switching charges will be applied.

Rule No. 8.

Orders for Loading.

All orders for empty cars required for loading must be placed with the Car Accountant.

"Complainant's Exhibit No. 205."

Trust Agreement.

THE MISSOURI PACIFIC RAILWAY COMPANY,

And others, Railroad Companies, and Central Trust Company of New York, and William Taussig, Trustee.

An Agreement made the sixteenth day of December, in the year one thousand nine hundred and two, be-

tween The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Pennsylvania Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company and Missouri, Kansas and Texas Railway Company, hereinafter termed collectively, for convenience, the Railroad Companies, of the first part; and Central Trust Company of New York and William Taussig, as Trustees, under the general mortgage of Terminal Railroad Association of St. Louis, hereinafter described, of the second part, hereinafter termed the Trustees:

Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, is a corporation organized under the laws of the State of Missouri, by an agreement of consolidation made on the 26th of July, 1889, between Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, and duly filed for record in the office of the Secretary of State of the State of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, of the second part, the Terminal Asso-

ciation granted to each of said companies, and each of said companies accepted, a right, forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association and each of the proprietary companies, parties thereto, agreed by Article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges, should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to

place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company, St. Louis and San Francisco Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, The Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington and Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company, hereinafter called the Kansas Company, have severally become parties to said agreement. The railroad companies, parties to said agreement, to-wit: The Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, The St. Louis, Vandalia and Terre Haute Railroad Company (hereinafter called the Vandalia Company), Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis and San Francisco Railroad Company, The Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Alton Company, the Burlington Company and the Kansas Company, are hereinafter termed, collectively, Proprietary Companies. The obligations of the Vandalia Company under said agreement have been duly guaranteed by The Pittsburg, Cincinnati, Chicago, and St. Louis Railway Company, and by Terre Haute and Indianapolis Railroad Company, the lessee, for account of itself and of said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the line of railroad of the Vandalia Company; the obligations of the Alton Company, thereunder have been duly guaranteed by The Chicago and Alton Railroad Company and the obligations of the Burlington

Company thereunder have been duly guaranteed by Chicago, Burlington and Quincy Railroad Company. The Pennsylvania Company now owns a majority of the capital stock of the Vandalia Company.

The Terminal Association since said October 1, 1889, has from time to time acquired additional properties. The terminal facilities of the Terminal Association both at St. Louis and at East St. Louis are inadequate and must be extended in order to meet the requirements of the Proprietary Companies, and for efficiency and economy it is desired that such extension of terminal facilities be made by the Terminal Association.

For the purposes aforesaid, as well as to provide for funding its existing bonded indebtedness and for the improvement and betterment of its system, the Terminal Association has determined to issue its bonds limited to the aggregate principal amount of $50,000,000 at any one time outstanding, to be known as its general mortgage bonds, to be payable the first day of January, 1953, to bear interest from the first day of January, 1903, at the rate of four per cent per annum, payable semi-annually on the first days of January and July in each year, and to be payable, both as to principal and interest, at the office or agency of the Terminal Association in the City of New York, N. Y., in gold coin of the United States, of or equal to the present standard of weight and fineness, and, both as to principal and interest, without deduction for any tax or taxes which the Terminal Association may be required to pay thereon or retain therefrom under any present or future law of the United States, or of any state, county or municipality thereof; and, to secure said bonds, has determined to execute and deliver to Central Trust Company of New York and William Taussig, the Trustees, a mortgage and deed of trust, hereinafter called the general mortgage, of all its property and franchises therein particularly described, and of all its property and franchises at any time by it to be acquired.

The Proprietary Companies are the owners in severalty of all the capital stock of the Terminal Associa-

tion, in equal shares, and said action on the part of the Terminal Association has been taken at the instance and request of the Proprietary Companies, each of which has approved the general mortgage bonds and the general mortgage and, in respect of the stock of the Terminal Association owned by it, has authorized the execution and delivery thereof.

The Terminal Association has entered into an agreement to sell the general mortgage bonds, or some of them, and as a condition precedent to the purchase thereof, and as part of the consideration inducing such purchase, the Proprietary Companies, by an agreement with the Terminal Association and the Trustees, bearing date the sixteenth day of December, 1902, hereinafter called the Guaranty Agreement, have agreed, among other things:

(a) That such rates of toll or charges for the use of the Proprietary Companies of the properties of the Terminal Association, granted under the agreement of October 1, 1889, herinabove recited, shall be fixed from time to time by the Terminal Association as will produce a sum sufficient each year to pay the following charges, which are herein and hereinafter termed the fixed charges of the Terminal Association, to-wit:

1. All rentals on any properties leased by the Terminal Association;

2. Interest on all bonds of the Terminal Association from time to time outstanding, theretofore issued or authorized;

3. Interest on all the general mortgage bonds of the Terminal Association, at any time issued under the general mortgage and outstanding, and such sums as may be required for the payment or satisfaction of installments of the sinking fund created under the general mortgage of the Terminal Association;

4. All taxes and assessments, premiums of insurance, payments, charges, and expenses of every nature incurred in the maintenance, operation, repair and renewal of the system and properties of the Terminal Association, and every part thereof;

5. Whatever expenses may be legitimately incurred in maintaining the corporate organization of the Terminal Association and of any other company or companies whose creation or organization may be necessary in order fully to accomplish the objects desired in the organization of the terminal system of the Terminal Association;

(b) That the proviso contained in Article XIII of the agreement of October 1, 1889, hereinabove recited, limiting the total gross sum which any one of the Proprietary Companies may be called upon to pay in any one year towards making up any deficit in the net earnings of the Terminal Association to meet the fixed charges of the Terminal Association, and limiting the amount of the tolls to be levied on traffic, be waived;

(c) That the Proprietary Companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1, 1889, for all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis;

(d) That the Proprietary Companies will, at all times, pay for the use of the properties of the Terminal Association granted under said agreement of October 1, 1889, the tariff rates from time to time established by the Terminal Association for such use, and that such tariff rates shall be so fixed as to insure the production of sufficient revenue at all times to enable the Terminal Association punctually to meet and discharge the fixed charges of the Terminal Association as defined as aforesaid in the Guaranty Agreement;

(e) That, to the end that the Terminal Association may at all times be able to pay and discharge promptly as and when due the interest on all of the general mortgage bonds issued by it, as well as any and all taxes, costs, charges, expenses, and obligations incurred by the Terminal Association, or for which it shall become liable in the operation and maintenance of its properties, as well as installments of sinking fund under the general mortgage and the other fixed charges of the Terminal Association as defined as aforesaid in the

Guaranty Agreement, the Proprietary Companies, each to the extent of one-fourteenth thereof only, guarantee the prompt payment, as and when due, of all interest on all the general mortgage bonds of the Terminal Association at any time issued under the general mortgage, according to the tenor and effect of the general mortgage bonds and of the general mortgage, and the payment and satisfaction of the installments of the sinking fund under the general mortgage.

The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, the Lessee, for account of itself and said The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, of the railroad of the Vandalia Company, joined in the Guaranty Agreement, and guaranteed the faithful and punctual performance by the Vandalia Company of the covenants thereof. The Burlington Company is the lessee of the railroad of Chicago, Burlington and Quincy Railroad Company, and the Alton Company is lessee of the railroad of The Chicago and Alton Railroad Company; said lessor companies joined in the Guaranty Agreement and respectively guaranteed the faithful and punctual performance by their respective lessees of the covenants thereof.

The Railroad Companies desire further to secure the general mortgage bonds of the Terminal Association by the Assignment and transfer of the stocks hereinafter in the granting clause hereof specifie d.

For a valuable consideration, it is therefore agreed as follows:

First. The Railroad Companies bargain, sell, assign, set over, transfer and deliver to the Trustees nine thousand five hundred shares of one hundred dollars each, full paid and non-assessable, of the capital stock of Wiggins Ferry Company, and all additional shares of the stock of said Ferry Company which may be acquired by or for or on behalf of the Railroad Companies, or any of them, or in their interest, or be held in trust for them or for their benefit, or in trust for or for the benefit of any of them;

To Have And to Hold Unto the Trustees, their successors in the trust and their assigns, forever, on the trusts and for the uses and purposes, and subject to all the terms, provisions and stipulations in the general mortgage and in the general mortgage bonds contained, and for the uses and purposes, and upon and subject to all the terms, conditions, provisions and agreements in the general mortgage expressed and declared, as additional security for the general mortgage bonds from time to time issued under the general mortgage of the Terminal Association, and outstanding.

Second. If the said sums of money in the general mortgage bonds mentioned, as well the principal as the interest thereof, shall be well and truly paid at the times and in the manner therein and in the general mortgage expressed, according to the tenor and effect thereof, then, and in such case, the estate, right, title and interest of the Trustees, their successors in the trust, and their assigns, shall cease, determine and become void, and upon proof being given of the reasonable satisfaction of the Trustees that all the general mortgage bonds at any time issued and all acrued interest thereon have been paid off and satisfied, and upon payment of all costs, charges and expenses incurred by the Trustees in relation thereto, the Trustees shall re-assign or cause to be re-assigned, transferred and delivered to the Railroad Companies, or on their order, the stocks hereby assigned and transferred, and shall cancel and satisfy this agreement.

Third.—The railroad companies, each for itself, expressly waive and release all right to have the stocks embraced in this agreement and hereby assigned and transferred, marshalled in any foreclosure of the general mortgage or other enforcement thereof; and the trustees in the general mortgage or any court, in which the foreclosure of the general mortgage or the administration of the trusts by the general mortgage created is sought, shall have the right to sell the stocks hereby assigned and transferred, as part of the mortgaged premises therein embraced, and to determine whether such sale shall be made of the mortgaged

premises as a whole, in a single lot or parcel, or in more than one parcel.

Fourth.—The railroad companies will not, nor will any of them, at any time, insist upon, or plead, or in any manner whatever claim or take the benefit or advantage of any stay or extension law wherever enacted, now or at any time hereafter in force, which may effect the terms, covenants and performance of this agreement, or of the general mortgage, nor will the railroad companies, nor will any of them, claim, take or insist upon any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the trust estate embraced in the general mortgage, including the stocks hereby assigned and transferred, prior to any disposition thereof to be made pursuant to any provision of the general mortgage or herein contained, or to the decree of any court of competent jurisdiction; nor will the railroad companies, nor will any of them, after such disposition, claim or exercise any right under any law or statute wherever enacted and now or at any time in force to redeem the trust estate embraced in the genral mortgage, including the stocks hereby assigned and transferred, or any part thereof, and the railroad companies expressly waive any benefit and advantage under any such law or laws, and covenant that they will not hinder, delay or impede the execution of any power in the general mortgage or herein or hereby granted and delegated to the trustees, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Fifth.—This agreement shall extend to the successors of the respective parties of the first part and to the successors in the trust under the general mortgage of the parties of the second part.

In witness whereof, each of the parties of the first part has caused its corporate seal to be hereunto affixed and this agreement to be signed by its president or vice president, and its secretary or an assistant secretary, and Central Trust Company of New York has

caused its corporate seal to be hereunto affixed and this agreement to be signed by one of its vice presidents and by its secretary or an assistant secretary and the said William Taussig has hereunto subscribed his name and affixed his seal, the day and year first above written.

THE MISSOURI PACIFIC RAILWAY COMPANY,

By----------President.

Attest:

----------Secretary.

ST. LOUIS, IRON MOUNTAIN & SOUTHERN RAILWAY COMPANY,

By----------President.

Attest:

----------Secretary.

WABASH RAILROAD COMPANY,

By----------President.

Attest:

----------Secretary.

PENNSYLVANIA COMPANY,

By----------Vice-President.

Attest:

----------Secretary.

BALTIMORE & OHIO SOUTHWESTERN RAILROAD COMPANY,

By----------President.

Attest:

----------Secretary.

CLEVELAND, CINCINNATI, CHICAGO & ST LOUIS RAILWAY COMPANY,

By----------President.

Attest:

----------Secretary.

LOUISVILLE & NASHVILLE RAILROAD COMPANY,

By_____President.

Attest:

_____Secretary.

ST. LOUIS & SAN FRANCISCO RAILROAD COMPANY,

By_____President.

Attest:

_____Secretary.

THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY,

By_____President.

Attest:

_____Secretary.

SOUTHERN RAILWAY COMPANY,

By_____President.

Attest:

_____Secretary.

ILLINOIS CENTRAL RAILROAD COMPANY,

By_____President.

Attest:

_____Secretary.

THE CHICAGO & ALTON RAILWAY COMPANY,

By_____President.

Attest:

_____Secretary.

CHICAGO, BURLINGTON & QUINCY RAILWAY COMPANY,

By_____President.

Attest:

_____Secretary.

MISSOURI, KANSAS & TEXAS RAILWAY COMPANY,

By----------Vice-President.

Attest:

----------Secretary.

CENTRAL TRUST COMPANY OF NEW YORK,

By----------Vice-President.

Attest:

----------Secretary.

State of New York,)
)ss.
County of New York,)

On this ------ day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of The Missouri Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the --- day of ------ 190-

----------Notary Public.

New York County, New York.

State of New York,)
)ss.
County of New York,)

On this ------ day of January, in the year 1903, before me personally came George J. Gould, to me personally known, who, being duly sworn, did depose and say that he resides in the Town of Lakewood, in the State of New Jersey; that he is the president of St. Louis, Iron Mountain and Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George J. Gould acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the --- day of ------ 190-

----------Notary Public.
New York County, New York.

State of Missouri,)
)ss.
City of St. Louis,)

On this ------ day of January, in the year 1903, before me personally came Joseph Ramsay, Jr., to me personally known, who, being duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of Wabash Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said

Joseph Ramsay, Jr., acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.

City of St. Louis, Missouri.

Commonwealth of Pennsylvania,)
)ss.
County of Allegheny,)

On this _____ day of January, in the year 1903, before me personally came James McCrea, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Pittsburg, in the Commonwealth of Pennsylvania; that he is the vice-president of Pennyslvania Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said James McCrea acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.

County of Allegheny, Pennsylvania.

State of Maryland,)
)ss.
County of Baltimore,)

On this _____ day of January, in the year 1903, before me personally came L. F. Loree, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Baltimore, in the State of Maryland; that he is the president of Balti-

more & Ohio Southwestern Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said L. F. Loree acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.
County of Baltimore, Maryland.

State of Kentucky,)
)ss.
County of Jefferson,)

On this _____ day of January, in the year 1903, before me personally came Milton H. Smith, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Louisville, in the State of Kentucky, that he is the president of Louisville & Nashville Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Milton H. Smith acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.
County of Jefferson, Kentucky.

State of Missouri,)
)ss.
City of St. Louis,)

On this ------ day of January, in the year 1903, before me personally came Benjamin F. Yoakum, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of St. Louis, in the State of Missouri; that he is the president of St. Louis, and San Francisco Railroad Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Benjamin F. Yoakum acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the --- day of ------ 190-

----------Notary Public.
City of St. Louis, Missouri.

State of New York,)
)ss.
County of New York,)

On this ------ day of January, in the year 1903, before me personally came William B. Leeds, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of The Chicago, Rock Island and Pacific Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and that William

B. Leeds acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

----------Notary Public.
New York County, New York.

State of New York,)
)ss.
County of New York,)

On this _____ day of January, in the year 1903, before me personally came Samuel Spencer, to me personally known, who being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the president of Southern Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of the said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Samuel Spencer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

----------Notary Public.
New York County, New York.

State of New York,)
)ss.
County of New York,)

On this _____ day of January, in the year 1903, before me personally came Stuyvesant Fish, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Town of Garrison, in the State of New York; that he is the president of Illinois Central Railroad Company, one of the corpo-

rations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said Stuyvesant Fish acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190-

_____Notary Public.

New York County, New York.

State of Illinois,)
)ss.
County of Cook,)

On this _____ day of January, in the year 1903, before me personally came S. M. Felton, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of The Chicago & Alton Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said S. M. Felton acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190-

_____Notary Public.

Cook County, Illinois.

State of Illinois),
)ss.
County of Cook,)

On this ____ day of January, in the year 1903, before me personally came George B. Harris, to me personally known, who, being duly sworn, did depose and say that he resides in the City of Chicago, in the State of Illinois; that he is the president of Chicago, Burlington & Quincy Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors, and that he signed his name thereto by like order; and said George B. Harris acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

----------Notary Public.
Cook County, Illinois.

State of New York,)
)ss.
County of New York,)

On this _____ day of January, in the year 1903, before me personally came Charles G. Hedges, to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is the vice-president of Missouri, Kansas & Texas Railway Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that said instrument was signed and sealed in behalf of said corporation by order of its board of directors; and that he signed his name thereto by like order; and said Charles G. Hedges acknowl-

edged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.
New York County, New York.

State of New York,)
)ss.
County of New York,)

On this _____ day of January, in the year 1903, before me personally came James N. Wallace, to me personally known, who, being by me duly sworn, did depose and say that he resides in the Borough of Brooklyn, in the City of New York, in the State of New York; that he is the Fourth Vice-President of Central Trust Company of New York, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and said instrument was signed and sealed in behalf of said corporation by order of its board of trustees, and that he signed his name thereto by like order; and said James N. Wallace acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

My commission expires on the ___ day of _____ 190_

_____Notary Public.
New York County, New York.

State of Missouri,)
)ss.
City of St. Louis,)

On this _____ day of January, in the year 1903, before me personally appeared William Taussig, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed for

TOO

LARGE

FOR

FILMING

the considerations and purposes therein mentioned and set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

My commission expires on the ___ day of _____ 190_

----------Notary Public.

City of St. Louis, Missouri.

Complainant's Exhibit No. 208.

Baltimore & Ohio Southwestern R. R.
Chicago & Eastern Illinois R. R. (Frisco System.)
Illinois Central Railroad.
Litchfield & Madison Ry.
Mobile & Ohio R. R.
St. Louis, Iron Mountain & Southern Ry. (Illinois Division.)
Cleveland, Cincinnati, Chicago & St. Louis Ry.
St. Louis, Belleville & Southern Ry.
Southern Railway (St. Louis-Louisville Lines.)
The Wabash Railroad.
Vandalia R. R.
Chicago, Peoria & St. Louis Ry. of Illinois.
Louisville & Nashville R. R.
St. Louis, Troy & Eastern R. R.
St. Louis & O'Fallon Ry.
East St. Louis & Suburban Ry.
St. Louis & Belleville Electric Ry.
Century Building. Rooms 909 and 910.
R. M. Fraser, Secretary. Telephone Main 846.
St. Louis, Mo., Dec. 18, 1907.
Please refer to File 268.

Mr. E. C. Crow,
Attorney, Wainwright Bldg.,
St. Louis, Mo.

Dear Sir:—

As requested by phone, I give below the tonnage of coal from Illinois mines reported through this office

as being received at East St. Louis and vicinity for local consumption and destined to points beyond.

1903 ----------5,731,,747 tons.
1904 ----------5,959,614 tons.
1905 ----------6,146,363 tons.

Respectfully,

(Signed): R. M. Fraser,
Secretary.

Complainant's Exhibit No. 209.

Answers to questions propounded by Mr. E. C. Crow, in the case of United States of America vs. The Terminal Railroad Association of St. Louis, et al.

Question No. 1.—What rolling stock, if any, was owned by the St. Louis Belt & Terminal Railway Company at the time of the sale to the Terminal Company in July, 1902, and if any was owned from whom was it purchased and what was paid for the same, and of what did it consist?

Answer—The St. Louis Belt & Terminal Railway Company did not own any rolling stock in July, 1902.

Question No. 6.—Have the Auditor furnish a statement as to the number and extent of the yards acquired by the Terminal Railroad Association and the Merchants Bridge Terminal, and the track connections with the Terminal Railroad Association?

Also—

Question No. 8.—Have the Auditor furnish a statement as to how many yards they have and when they were bought and what they cost.

Questions Nos. 6 and 8 can be answered together.

Answer, as follows:

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Name of Yard—	Area.	Cost of Property.	Annual Rent.
Compton Ave. Yard....	728,250 sq. ft.	$355,750.00	$10,500.00
Atlantic St. Yard.....	498,555 sq. ft.	507,000.00	41,102.00
22nd St. Yard.....	19,964 sq. ft.	.....	3,980.00
21st St. Yard	167,691 sq. ft.	252,950.00	.....
Head End Yard	87,508 sq. ft.	.....	.....

Express Yard	60,981 sq. ft.	215,380.00	.....
17th St. Yard	567,473 sq. ft.	318,953.00	.....
12th St. Yard	85,687 sq. ft.	98,975.00	31,319.00
Hump Yard .....)			
Ranging Yard .....)	2,556,484 sq. ft.	46,067.00	.....
Conlogue Yard .....)			

ST. LOUIS MERCHANTS BRIDGE TERMINAL COMPANY.

Name of Yard—	Area.	Property. Cost of	Rent. Annual
Gratiot St. Yard	241,972 sq. ft.	$116,750.00	$16,720.00
Carr St. Yard.....	71,904 sq. ft.	129,362.00	.....
Ashley St. Yard	62,303 sq. ft.	113,367.00	.....
Florida St. Yard	28,640 sq. ft.	.....	3,300.00
Tyler St. Yard	27,669 sq. ft.	10,500.00	.....
N. Market St. Yard.....	13,455 sq. ft.	45,715.00	.....
Branch St. Yard	73,463 sq. ft.	37,500.00	1,500.00
Bremen Ave. Yard	204,406 sq. ft.	100,000.00	.....
Grand Ave. Yard	37,968 sq. ft.	17,750.00	.....
Madison Car Yard.....	204,555 sq. ft.	2,152.00	.....
Madison Yard	655,747 sq. ft.	7,379.00	.....

These yards are all connected with the tracks of either the Terminal Railroad Association of St. Louis or the St. Louis Merchants Bridge Terminal Railway, as per grouping above, and have been gradual growths; i. e., tracks have been built and added to from time to time, finally becoming yards.

Question 13—Have the Auditor or the Secretary of the Terminal Company furnish a statement as to what the records of the Terminal Company show with reference to the purchase of the Interstate Car Transfer and the Belt and Terminal Railway, and what the records of the Interstate Car Transfer Company and the Records of the St. Louis Belt & Terminal Railway Company show with reference to said purchase.

Answer—The minutes of a meeting of the Executive Committee of the Terminal Railroad Association of St. Louis, held May 15th, 1901, show the following entry:

"The Chair stated that the Interstate Car Transfer Company could be purchased, and Mr. Watts outlined the terms. After full discussion, on motion of Mr. Warner, it was unanimously

Resolved, That the President continue his negotiations and report progress at a future meeting."

The minute book of the Board of Directors and Executive Committee does not show any further action taken relative to purchase of the Interstate Car Transfer Company or the St. Louis Belt & Terminal Railway Company.

The records of the Terminal Railroad Association of St. Louis show one hundred sixty thousand dollars ($160,000) paid for eight thousand (8,000) shares, the entire capital stock of the St. Louis Belt & Terminal Railway, payments being made by two vouchers, one for fifty thousand dollars ($50,000), and one for one hundred ten thousand dollars ($110,000). This being a sale of stock only, does not appear in the accounts of the St. Louis Belt & Terminal Railway.

The records of the Terminal Railway Association of St. Louis show six hundred eighty-seven thousand nine hundred eighty-four and 37-100 dollars ($687,984.37) paid for five thousand (5,000) shares, the entire capital stock of the Interstate Car Transfer Company; this being a sale of stock only, does not appear in the accounts of the Interstate Car Transfer Company.

Question No. 14—Have the Auditor furnish a statement showing whether any company other than the proprietary companies pay any proportion of the rental for the Union Station and if so, how much.

Answer—The rental and operating expenses of the St. Louis Union Station are apportioned to all lines using the Station on a car basis. Tenant lines during the year ended June 30, 1907, paid as their apportionment of such rental and operating expenses, as follows:

C. P. & St. L. Ry. Co.	$ 9,322.63	or .00854	% of total
Chicago & Eastern Ill. R. R.	27,283.85	or .02502	% of total
Mobile & Ohio R R.	31,407.88	or .02880	% of total
St. Louis Southwestern Ry. Co.	16.435.17	or .01507	% of total
Tol., St. Louis & W. R. R. Co.	19 561.22	or .01794	% of total
Total	$104,010.75	or .09537	% of total

Question No. 17—Have the Auditor make a statement showing just what property the Interstate Car & Transfer Company had at the time of its acquisition by the

Terminal Railroad Company in July, 1902, and a description of said property.

Answer—The property of the Interstate Car Transfer Company when acquired by the Terminal Railroad Association of St. Louis was as follows:

1 Tug.
1 Steamer.
2 Barges.
Cradle and Office at Lesperance St.
Office at East St. Louis.
Shop at Lesperance St.
2 Landing Floats.
Pile Driver Float.
Calking Float.
Stern Dock.
Driving Outfit.
Burlington Incline.

Question No. 26—Have the Auditor of the Wiggins Ferry to furnish a statement of how many boats when the Terminal bought them and what was paid for them, and how many locomotives they had when the Terminal bought them and how much they paid for them and what buildings and how much ground and where located and what was paid for them.

Answer—The equipment of the Wiggins Ferry Company when the purchase of its stock was made in 1903, consisted as follows:

4 Ferry Steamers	Cost	$124,130.59
4 Ferry Steamer Wharf Boats	Cost	14,654.02
2 Steamers	Cost	110,000.00
1 Tug	Cost	18,500.00
4 Landing Floats	Cost	53,000.00
2 Barges	Cost	11,140.00
2 Cars	Cost	450.00
1 Sand Digger	Cost	678.74
Total		$332,553.35

The real estate of the Wiggins Ferry Company consisted of seven hundred forty-five and 3-100 (745.03) acres of land in East St. Louis and Illinois, and eleven and thirty-five hundredths (11.35) acres in St. Louis, costing $791,160.08. The improvements on this land

consist of 37 tenement houses and two warehouses in East St. Louis, and one warehouse in St. Louis, all costing $91,812.00. The total for land and improvements—$882,972.08.

Question No. 27—Have the Auditor make a statement showing the date the Conlogue Railroad was acquired and what besides roadbed and rails was acquired with the property, and what the books show was the price paid for it and whether or not it was paid in cash, and if so, whether or not it was paid for with the proceeds of the sale of the fifty million ($50,000,000.00) of bonds.

Answer—The East St. Louis & Carondelet Railway (Conlogue) was acquired in February, 1903, by purchase of the entire capital stock, forty-two hundred shares (4200), from the Pennsylvania Company, for one million two hundred and fifty thousand dollars ($1,250,000.00), paid in cash, such cash being part proceeds of the sale of eighteen million dollars ($18,000,000) general mortgage bonds. The equipment at time of purchase consisted of 8 locomotives and 23 flat cars.

Question No. 30—Have the Auditor make a statement showing how much equipment his books show that the Terminal Railway Company has or owns at this time, and what did it cost and of what does it consist.

Answer—The equipment of the Terminal Railroad Association of St. Louis, July 1st, 1907, was as follows:

72	Locomotives	Cost	$852,182.00
15	Workingmen's Cars	Cost	40,500.00
169	Construction Cars	Cost	62,250.00
6	Cabooses	Cost	2,100.00
3	Derricks	Cost	21,250.00
1	Leveler	Cost	2,000.00
2	Unloaders	Cost	8,000.00
2	Steam Shovels	Cost	13,099.70
3	Plows	Cost	1,193.95
1	Pile Driver	Cost	2,650.00
	Total		$1,005,225.65

"Complainant's Exhibit No. 210."

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Receipts and Expenditures From January 1st, 1898, to June 30th, 1906:

GROSS RECEIPTS— *Earnings, All Sources—*	Year Ended Dec. 31st, 1898	Year Ended Dec. 31st, 1899	Year Ended Dec. 31st, 1900
Freight, Passenger, Mail, Express, Upper Roadway, and Rental, Tracks and Ground	$2,019,092.33	$2,140,832.33	$2,148,302.09
Union Station Rental	327,007.48	327,007.48	327,007.48
Wiggins Ferry Earnings	.....	.....	.....
Total	$2,346,099.81	$2,467,839.81	$2,475,309.57
EXPENLITURES—			
Operating Expenses	$ 638,084.70	$ 665,063.94	$ 689,682.52
Taxes	96,201.51	93,879.53	108,085.46
Interest on Bonds and Loans and Rentals	1,331,703.42	1,327,386.20	1,334,803.83
Improvements	43,679.98	100,956.62	96,924.34
Sinking Fund	.....	.....	.....
Total	$2,109,669.61	$2,187,286.29	$2,229,496.15
SURPLUS	236,430.20	280,553.52	245,813.42
DEFICIT	.....	.....	.....
Real Estate and Construction, Expenditures for	106,395.43	403,336.59	192,152.36

Receipts and Expenditures From January 1st, 1898, to June 30th, 1906, continued:

GROSS RECEIPTS— *Earnings, All Sources—*	Year Ended Dec 31st, 1901	Year Ended Dec. 31st, 1902	18 mos. Ended June 30th, 1904
Freight, Passenger, Mail, Express, Upper Roadway, and Rental, Tracks and Ground	$2,408,444.79	$2,624,247.35	$4,090,943.86
Union Station Rental	327,007.48	327,007.48	767,132.25
Wiggins Ferry Earnings	.....	.....	280,000.00
Total	$2,735,452.27	$2,951,254.83	$5,138,076.11

EXPENDITURES—			
Operating Expense	$ 757,064.57	$ 972,916.68	$2,055,767.70
Taxes	138,431.87	148,075.12	256,802.27
Interest on Bonds and Loans and Rentals	1,338,347.15	1,389,507.70	3,336,406.00
Improvements	64,295.27	73,410.83	335,333.72
Sinking Fund			
Total	$2,298,138.86	$2,583,910.33	$6,004,309.69
SURPLUS	437,313.41	367,344.50	
DEFICIT			866,233.58
Real Estate and Construction, Expenditures for	431,094.81	1,254,434.76	9,898,003.53

Receipts and Expenditures From January 1st, 1898, to June 30th, 1906, continued:

GROSS RECEIPTS— *Earnings, All Sources—*	Year Ended Dec. 31st, 1905	Year Ended DEC. 31st, 1906
Freight, Passenger, Mail, Express, Upper Roadway, and Rental, Tracks and Ground	$2,933,831.22	$2,852,584.63
Union Station Rental	543,890.62	549,700.40
Wiggins Ferry Earnings	445,000.00	381,225.24
Total	$3,922,721.84	$3,783,510.27
EXPENDITURES—		
Operating Expenses	$1,296,064.56	$1,200,774.14
Taxes	195,637.42	193,144.16
Interest and Bonds and Loans and Rentals	2,202,332.74	1,263,396.79
Improvements	10,773.00	1,413.40
Sinking Fund		96,162.98
Total	$3,704,807.72	$3,754,891.47
SURPLUS	217,914.12	28,618.80
DEFICIT		
Real Estate and Construction, Expenditures for	1,107,755.20	300,000.99

"Complainant's Exhibit No. 211."

Statement of Soft Coal Shipped by Each Coal Mining Company Operating on the Line of the Wabash R. R. in the State of Illinois During the Calendar Year 1904:

From Inner Group Points.		Tons Handled		
Shipper.	Location.	To St. Louis.	To all Other Points.	Total.
Consolidated Coal Co.	Mt. Olive, Ill.	54,743	253,003	307,746
Consolidated Coal Co.	Staunton, Ill.	66,872	86,641	153,513
		121,615	339,644	461,269
DeCamp Fuel Company	Staunton, Ill.	24,091	22,179	46,270
Girard Coal Company	Litchfield, Ill.	.....	5,578	5,578
Interstate Coal Company	Staunton, Ill.	718	2,461	3,179
Interstate Coal Mng. Co.	Worden, Ill.	1,765	5,759	7,524
Kerens Donewald Coal Co.	Worden, Ill.	.....	9,151	9,151
Litchfield Mng. & Power Co.	Litchfield, Ill.	.....	10,567	10,567
Madison Coal Company	Edwardsville, Ill.	.....	40	40
Miller Coal Company	Raymond, Ill.	.....	285	285
Raymond Coal Mng. Co.	Raymond, Ill.	230	314	544
Woods, T. H.	Raymond, Ill.	.....	40	40
		26,804	56,374	83,178
Total from inner group points		148,419	392,018	540,437
From Other Illinois Points.				
Acme Coal Company	Streator, Ill.	.....	769	769
Baird, Z. A.	Danville, Ill.	.....	407	407
Blue Mound Coal Co.	Blue Mound, Ill.	.....	1,081	1,081
Cardiff Coal Company	Cardiff, Ill.	.....	6,961	6,961
Chicago, Wilmington & Vermillion Coal Co.	Streator, Ill.	.....	1,149	1,149
Christian County Coal Co.	Taylorville, Ill.	.....	27,564	27,564
Consolidated Coal Co.	Essex, Ill.	.....	7,637	7,637
Consolidated Coal Co.	Fairmount, Ill.	.....	11,234	11,234
Consolidated Coal Co.	Niantic, Ill.	.....	75	75
Consolidated Coal Co.	Taylorville, Ill.	.....	2,153	2,153
Diamond Coal Company	Danville, Ill.	.....	41	41
Diamond Coal Company	Niantic, Ill.	.....	31,306	31,306
Gray, E. S.	Danville, Ill.	.....	66	66
Home Coal Company	Streator, Ill,	.....	737	737
Jefferson Coal Company	Springfield, Ill.	.....	5,338	5,338
Jones & Adams Company	Catlin, Ill.	.....	25,646	25,646
Jones & Adams Company	Springfield, Ill.	.....	19,254	19,254
Jones & Adams Company	Iles, Ill.	.....	39	39
Jones & Adams Company	Taylorville, Ill.	.....	29,426	29,426
Jones, A. & Son	Catlin, Ill.	.....	101	101
Kelly, F. S.	Danville, Ill.	.....	441	441
Kidd, H. H.	Catlin, Ill.	.....	200	200
Miller, L. S.	Danville, Ill.	.....	90	90

Mosier & Company	Danville, Ill.	.....	32	32
Republic Ir. & Steel Co.	Springfield, Ill.	.....	812	812
Springfield Coal & Mng. Co.	Riverton, Ill.	.....	262,723	262,723
Springfield Coal & Mng. Co.	Starne, Ill.	.....	2,135	2,135
Springfield Coal & Mng. Co.	Springfield, Ill.	.....	19,813	19,813
Springfield Coal & Mng. Co.	Iles, Ill.	.....	100,790	100,790
Springfield Coal & Mng. Co.	Talyorville, Ill.	.....	34,039	34,039
Star Coal Company	Danville, Ill.	.....	30	30
Wabash Coal Company	Dawson, Ill.	.....	82,298	82,298
West End Coal Co.	Starne, Ill.	.....	2,258	2,258
West End Coal Co.	Springfield, Ill.	.....	4,259	4,259
Wilmington & Springfield Coal Company.	Springfield, Ill.	.....	8,985	8,985
Woodside Coal Co.	Iles, Ill.	.....	32,248	32,248
Total from other Illinois points		.....	722,137	722,137
Grand Total		148,419	1,114,155	1,262,574

Statement of Soft Coal Shipped by Each Coal Mining Company Operating on the Line of the Wabash R. R. in the State of Illinois During the Calendar Year 1903:

From Inner Group Points.

Shipper.	Location.	Tons Handled To St. Louis.	To all Other Points	Total.
Consolidated Coal Co.	Mt. Olive, Ill.	25,365	334,382	359,747
Consolidated Coal Co.	Staunton, Ill.	39,354	156,509	195,863
		64,719	490,891	555,610
DeCamp Fuel Company	Staunton, Ill.	4,173	1,709	5,882
Henrietta Coal Co.	Edwardsville, Ill.	.....	27	27
Home Trade Coal Co.	Edwardsville, Ill.	110	50	160
Interstate Coal Mng. Co.	Worden, Ill.	2,966	9,764	12,730
Kerens Donewald Coal Co.	Worden, Ill.	429	21,258	21,687
Litchfield Fdy. & Mach. Co.	Litchfield, Ill.	.....	415	415
Litchfield Mng. & Power Co.	Litchfield, Ill.	25	30,586	30,611
Madison Coal Company	Edwardsville, Ill.	.....	2,169	2,169
Raymond Coal Mng. Co.	Raymond, Ill.	342	484	826
		8,045	66,462	74,507
Total from inner group points		72,764	557,353	630,117

From Other Illinois Points.

Acme Coal Company	Streator, Ill.	.....	1,887	1,887
Beggs, A. M.	Streator, Ill.	.....	78	78
Black Diamond Coal Co.	Iles, Ill.	.....	1,781	1,781
Cardiff Coal Company	Cardiff, Ill.	.....	9,761	9,761
Chicago, Wilmington & Vermillion Coal Co.	Streator, Ill.	.....	923	923
Christian County Coal Co.	Taylorville, Ill.	.....	42,955	42,955
Consolidated Coal Co.	Fairmount, Ill.	.....	2,026	2,026
Consolidated Coal Co.	Essex, Ill.	.....	8,911	8,911
Diamond Coal Company	Niantic, Ill.	.....	27,454	27,454

Fahrer, Wm.	Danville, Ill.	.....	27	27
Gray, E. S.	Danville, Ill.	.....	70	70
Hickman, G. W.	Fairmount, Ill	.....	93	93
Jefferson Coal Company	Springfield, Ill.	.....	1,598	1,598
Jones & Adams Company	Danville, Ill.	.....	63	63
Jones & Adams Company	Catlin, Ill.	.....	68,828	68,828
Jones & Adams Company	Riverton, Ill.	.....	200	200
Jones & Adams Company	Springfield, Ill.	154	24,636	24,790
Jones & Adams Company	Iles, Ill.	.....	728	728
Jones & Adams Company	Taylorville, Ill.	.....	164,858	164,858
Junction Mining Company	Springfield, Ill.	.....	244	244
Kelly, F. S.	Danville, Ill.	.....	311	311
Miller, C. Co.	Danville, Ill.	.....	31	31
Republic Iron & Steel Co.	Springfield, Ill	.....	12,687	12,687
Riverton Coal Company	Riverton, Ill.	.....	29,229	29,229
Riverton Coal Company	Springfield, Ill.	248	2,000	2,248
Runnell, W. R.	Danville, Ill.	.....	810	810
Springfield Coal & Mng. Co.	Riverton, Ill.	.....	272,374	272,374
Springfield Coal & Mng. Co.	Starne, Ill.	.....	2,471	2,471
Springfield Coal & Mng. Co.	Springfield, Ill.	.....	44,070	44,070
Springfield Coal & Mng. Co.	Iles, Ill.	.....	65,565	65,565
Springfield Coal & Mng. Co.	Taylorville, Ill.	.....	108,260	108,260
Springfield Collieries Co.	Starne, Ill.	.....	434	434
Springfield Collieries Co.	Springfield, Ill.	.....	4,036	4,036
Star Coal Company	Danville, Ill.	.....	866	866
Taylorville Coal Co.	Taylorville, Ill.	.....	2,136	2,136
Wabash Coal Company	Dawson, Ill.	.....	80,758	80,758
Woodside Coal Company	Iles, Ill.	.....	30,589	30,589
Total from other Illinois points		402	1,013,748	1,014,150
Grand Total		73,166	1,571,101	1,644,267

"Complainant's Exhibit No. 212."

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Auditor's Office.

Bonds Issued and Sold and Application of Proceeds.

Terminal Railroad Association of St. Louis, First Mortgage Bonds, $7,000,000.00 issued.

Paid Jay Gould for properties of Union Railway & Transit Company of St. Louis, Terminal Railroad of East St. Louis and associated properties	$5,000,000.00
Construction of New Union Station	1,746,000.00
Discount on sale of bonds.	254,000.00
	$7,000,000.00

Terminal Railroad Association of St. Louis First Consolidated Mortgage Bonds Authorized. $12,000,000.00

Issued	5,000,000.00	
Purchase of St. Louis Merchants Bridge Terminal Railway stock, 17,800 shares		$1,113,400.00
Purchase of St. Louis Terminal Railway Stock and Bonds		120,000.00
Used in construction of Union Station, Yards and Belt Lines		3,078,807.27
Discount on bonds sold, less premium		687,792.73
		$5,000,000.00
St. Louis Merchants Bridge Terminal Railway Company, First Mortgage Bonds	$3,500,000.000	
Construction of Elevated Structure		$1,265,727.98
Construction of southwest approach to bridge		121,757.00
Other construction work		1,648,161.50
Discount on sale of bonds		464,353.52
		$3,500,000.00
St. Louis Merchants Bridge Company First Mortgage Bonds	$2,000,000.00	
Construction of Bridge		$2,000,000.00

ANNUAL FIXED CHARGES.

Interest on Terminal Railroad Association of St. Louis First Consolidated Mortgage Bonds, $5,000,000.00 at 5%	$250,000.00
Interest on St. Louis Merchants Bridge Company First Mortgage Bonds, $2,000,000.00 at 6%	120,000.00
Interest on Terminal Railroad Association of St. Louis First Mortgage Bonds, $7,000,000.00, at 4 1-2%	315,000.00
Interest on St. Louis Merchants Bridge Terminal Railway First Mortgage Bonds, $3,500,000.00, at 5%	175,000.00
Interest on St. Louis Bridge Company First Mortgage Bonds, $5,000,000.00 at 7%	350,000.00
Interest on Terminal Railroad Association of St. Louis General Mortgage Bonds, $18,000,000.00 at 4%	720,000.00
Dividend on St. Louis Bridge Company First Preferred stock ,$2,490,000.00, at 6%	149,400.00
Dividend on St. Louis Bridge Company second preferred stock, $3,000,000.00, at 3%	90,000.00
Dividend on Tunnel Railroad of St. Louis stock, $1,250,000.00 at 6%	75,000.00
Interest on real estate bonds, $90,000.00, at 5%, $195,000.00 at 4%	12,300.00
Rental of leased property	195,600.00
Contribution to sinking fund for General Mortgage Bonds	110,000.00
	$2,562,300.00

Interest on current loans not included above amounts to $155,500.00 per annum.

February 11, 1907.

"Complainant's Exhibit No. 213."

Statement of Tonnage Handled for Account of the National Enameling & Stamping Co. and Granite City Steel Company, from January 1st, '04, to September 30th, '06, inclusive:

	Year.	Tons.
To Nat. Enameling & S. Co.	1904	42,836
To Nat. Enameling & S. Co.	1905	48,878
To Nat. Enameling & S. Co.	1906	36,308
To Gr. City Steel Co.	1904	207,453
To Gr. City Steel Co.	1905	193,887
To Gr. City Steel Co.	1906	153,076
From Nat. E. & Stamp Co.	1904	45,080
Granite City Steel Co.	1905	57,554
Granite City Steel Co.	1906	50,198
Total, tons		835,270

"Complainant's Exhibit No. 214."

This agreement made this 18th day of July, 1902, between W. K. Kavanaugh, for himself, and his associates, parties of the first part, and the Mississippi Valley Trust Company, Agent, party of the second part;

Witnesseth:

Whereas, said parties of the first part are the owners of all the capital stock of the Interstate Car Transfer Company, hereinafter called the Transfer Co. and all of the capital stock and subscriptions to capital stock of the St. Louis Belt and Terminal Railway Company, hereinafter called the Belt Company, the railroad of which last named company is being constructed by the parties of the first part under a parole agreement whereby, in consideration of the acquisition of the right-of-way and construction and equipment of road, the parties of the first part are to receive the entire issue of stock of said Belt Company: The stock of said Transfer Company, amounting to Five Hundred Thousand Dollars ($500,000), and the authorized issue of stock of said Belt Company, being Eight Hundred Thousand Dollars, ($800,000) of preferred, and Two

Million, Two Hundred Thousand Dollars, ($2,200,000) common; and

Whereas, Said party of the second part, as Agent, desires to acquire all of said stock of said Transfer Company and all of said stock and subscriptions of stock of said Belt Company, and all the rights of the parties of the first part and any of them connected in any manner with said Transfer Company and Belt Company and the Construction Agreement for said Belt road;

Now, therefore, the said parties of the first part do hereby sell, transfer, assign and set over to said party of the second part, as Agent, as aforesaid, and said party of the second part, as Agent as aforesaid, does hereby purchase from said parties of the first part all of said stock of said Transfer Company and all of said stock and subscriptions to stock of said Belt Company, and all rights under the existing contracts for the construction of the same, upon the following terms and conditions, to-wit:

The purchase price of said Transfer stock is One Hundred Thirty-five dollars ($135) per share for said Five Thousand (5000) shares; the purchase price for the said Eight Thousand (8000) shares of preferred stock of said Belt Company is Twenty Dollars ($20) per share; making total aggregate price for all of said stocks and subscriptions to stocks of Eight Hundred and Thirty-five Thousand Dollars, ($835,000.)

II.

As part of said purchase price, the sum of Fifty Thousand Dollars ($50,000) is now paid to said parties of the first part receipt of which is hereby acknowledged; the balance of said purchase price, to-wit, Seven Hundred and Eighty-five Thousand Dollars ($785,000) shall be paid to said parties of the first part on or before October 1, 1902, without interest to said date of payment.

III.

It is further understood and agreed that the purchase of said stocks and rights to subscriptions to stocks herein made carries the absolute and complete control of said Transfer Company and of said Belt Company, and all subsidiary and construction Companies of each of said companies, and all properties pertaining thereto, and that from and after the signing of this agreement said properties and companies shall be operated under the control and direction of said party of the second part, or some one designated by it; and said companies, and each of them, shall be immediately reorganized as may be directed by said party of the second part, said party of the second part agreeing to advance from this date all moneys necessary to continue the construction of said Belt line and to meet its obligations and carry out its contracts.

IV.

All of said stocks, properly endorsed in blank, shall be forthwith deposited with M. F. Watts and Walker Hill, to be held by them in trust until the payment of the balance of the purchase price thereof as above stated within said time, and upon such payment to be delivered by said Watts and Hill to said party of the second part, it being understood that such transfers of stock shall be made forthwith as may be necessary to qualify directors for said companies designated by said party of the second part.

Executed in duplicate this 18th day of July, 1902.

(Signed) W. K. Kavanaugh, for himself and Associates,

Parties of the first part.

(Signed) Mississippi Valley Trust Company, Agent,
By Julius S. Walsh, President.

Party of the second part.

In the execution of the attached agreement the Mississippi Valley Trust Company is acting as agent for the Missouri Pacific; St. Louis, Iron Mountain & Southern; Wabash; Louisville & Nashville; Cleveland, Cincinnati, Chicago & St. Louis; St. Louis, Vandalia & Terre Haute; Baltimore & Ohio Southwestern and the St. Louis & San Francisco Railway Companies.

(Signed) Mississippi Valley Trust Company,
By Julius S. Walsh, President.

July 18, 1902.

CHART

TOO

LARGE

FOR

FILMING

"COMPLAINANT'S EXHIBIT NO. 216."
(Commodities, Alton Bridge).
JANUARY, 1898.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	47	50	10	37	22	25	37	34	37	23	26	28	14	8	56	22	12	29	41	25	31	12	27	22	17	..	41	15	33	15	15	811
Wheat.	2	6	7	1	1	4	1	1	..	3	..	2	..	..	3	1	4	5	7	2	3	..	4	..	2	..	5	..	11	2	6	83
Flour.	21	6	3	10	3	18	..	3	..	1	..	..	1	..	..	..	1	..	..	..	..	2	..	3	1	..	3	10	1	6	..	93
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	3	..	..	1	..	..	..	..	..	6
Agl. Imps. Mchy.	1	..	1	3	2	2	1	1	1	3	..	..	4	1	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	22
Iron, all kinds, steel.	1	5	6	4	4	5	3	1	1	2	2	..	3	2	7	..	1	..	3	4	1	..	..	1	2	..	1	..	3	..	..	62
Coal	1	1	2	1	5	3	9	6	..	7	5	1	3	5	5	6	1	1	1	12	8	9	2	2	2	2	2	2	1	1	6	112
Coke.	3	..	6	..	6	3	2	..	..	..	1	..	3	8	2	1	1	1	..	9	12	..	7	5	7	..	12	..	1	5	1	96
Brick.	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3	..	..	6
Cement, L. Pl.	..	..	1	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	5
Glass.	..	16	15	3	3	3	..	3	1	1	1	..	2	2	3	..	2	2	..	5	1	2	1	7	1	3	..	3	3	..	9	92
Hay.	..	..	1	..	..	..	1	..	2	..	..	1	..	..	15	..	..	..	..	1	1	..	..	..	..	..	3	..	1	..	..	12
Hoop Poles.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Ice.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Junk.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Live Stock.	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	3	6	3	3	..	..	1	..	1	1	3	..	..	23
Lumber.	1	..	..	3	..	..	..	1	2	..	..	2	..	..	..	..	..	..	1	..	3	..	3	1	2	..	..	..	1	1	3	2	1	27
P. H. P.	3	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Powder.	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	5
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3	3	3	2	2	1	..	15
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Stone.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Mols.	..	1	2	..	..	..	..	3	..	3	1	..	..	..	..	..	..	..	3	17	..	7	..	8	4	..	..	6	1	..	..	2	58
Ties.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	4	2	..	2	..	4	..	..	..	..	..	..	..	18
Miscl.	6	8	7	3	7	1	5	6	1	4	4	1	3	2	3	1	4	2	5	1	2	..	3	3	..	..	3	3	2	..	9	99
Mdse.	1	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	..	5	1	..	..	12
Total.	87	96	61	65	55	64	59	59	45	49	41	37	35	29	81	32	27	53	88	64	73	28	55	56	36	10	82	46	69	32	49	1663

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	26	12	17	..	16	30	2	57	7	13	5	31	19	3	19	12	5	15	21	18	2	8	23	11	7	20	..	37	436
Wheat	2	..	4	..	..	..	..	5	3	1	1	1	1	..	1	2	1	2	..	3	..	..	..	..	..	..	..	..	27
Flour	..	..	4	..	..	..	16	..	1	1	..	..	3	3	6	..	4	..	1	..	..	1	3	..	2	5	..	2	52
Bran, M. S., Feeds	..	..	..	1	1	..	5	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	10
Agl. Imps. Machy	1	..	..	..	..	1	1	..	..	..	1	..	..	..	..	..	..	1	1	..	..	..	3	1	1	..	1	..	12
Iron, all kinds, Steel	..	..	..	..	..	1	..	..	2	1	2	..	1	1	1	3	..	1	..	..	2	2	..	..	..	2	..	3	22
Coal	3	2	5	5	5	..	7	6	7	4	2	3	..	6	5	1	6	5	3	3	3	3	5	5	4	1	6	1	106
Coke	12	3	1	7	4	2	1	3	3	3	2	1	..	14	13	4	19	10	4	..	3	11	12	3	12	10	2	2	161
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Cement, L. Pl.	1	1	..	..	..	1	..	..	..	..	..	..	1	..	2	..	2	..	..	..	..	..	..	1	..	..	..	..	9
Glass	2	3	2	4	3	..	..	2	1	..	3	..	..	1	2	..	1	2	2	..	2	1	1	1	2	2	..	..	37
Hay	..	..	..	1	1	1	..	3	2	1	2	..	4	..	1	1	..	1	..	3	..	..	1	1	..	1	..	..	24
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	2	..	1	..	..	..	..	..	..	1	2	..	..	..	1	1	..	..	..	..	..	1	1	..	..	..	1	..	11
Lumber	..	..	..	..	2	2	..	5	4	1	..	1	1	5	2	2	2	1	3	..	2	..	2	1	..	5	..	..	41
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Powder	..	..	1	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	6
Salt	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sand	..	..	..	..	..	..	4	..	..	5	4	3	..	7	..	3	..	9	2	..	1	..	6	5	6	4	..	2	61
Sewer Pipe	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Stone	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sugar, Mols.	1	3	..	..	..	5	5	9	5	0	11	1	8	7	4	..	..	7	2	..	23	2	19	9	12	6	5	1	145
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Miscel.	7	1	3	2	8	1	7	1	..	2	4	..	..	3	..	1	2	2	4	2	2	2	4	4	10	1	7	3	83
Mdse.	1	..	..	1	..	..	..	1	..	1	1	1	..	..	1	1	2	1	1	2	1	1	1	..	1	1	1	1	.. 20
Total	58	25	38	21	46	43	44	93	38	37	40	42	38	51	58	31	44	57	45	31	42	33	80	43	57	58	23	53	1269

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	14	10	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..		27
Wheat	..	..	2	12	1	..	..	1	..	..	..	2	..	..	..	..	..	..	2	..	1	..	..	3	..	..	..	..	1	..	..		25
Flour	..	..	..	..	..	5	..	..	3	..	1	1	..	6	4	..	..	..	3	..	..	..	..	1	..	4	..	1	..	..	1		30
Bran, M. S., Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..		1
Agr. Imps. Mchy	1	2	1	1	..	..	..	..	1	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..		10
Iron, Steel	..	2	2	..	2	..	2	4	3	1	6	3	2	1	8	8	4	1	2	..	2	5	..	7	4	5	..	2	6	8	3		93
Coal	4	..	7	6	3	3	2	5	2	2	1	3	3	3	2	6	..	5	1	1	1	2	2	4	2	3	..	..	2	3	2		80
Coke	8	1	3	7	12	1	2	4	1	5	5	1	1	1	..	..	2	3	3	..	3	2	3	3	6	30	..	3	3	3	3		119
Brick	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		1
Cement, L. & PL	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..		3
Glass	1	2	2	2	2	..	2	..	1	1	3	2	..	1	2	3	1	..	1	..	..	4	2	2	1	2	..	3	1	1	3		45
Hay	..	..	1	..	..	..	..	..	4	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..		7
Hoop Poles	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		1
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Live Stock	..	2	..	3	..	1	..	1	1	1	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	1	..	1	..	..	..		13
Lumber	3	1	1	1	..	2	..	..	..	..	..	..	..	..	..	2	..	1	3	..	..	..	..	..	..	1	..	..	..	..	1		16
P. H. P	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		1
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Sand	2	..	13	1	1	..	..	..	15	5	1	..	..	14	1	..	9	11	6	..	7	..	..	1	..	2	..	4	..	..	8		101
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		...
Sugar Mols.	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		1
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	20	8	..		28
Miscel.	2	2	1	3	4	2	1	1	1	..	..	4	3	..	..	..	..	2	1	..	2	1	3	2	2	..	..	1	5	3	..		46
Mdse.	1	1	1	1	1	1	1	2	2	2	2	1	1	1	2	2	2	2	1	2	1	2	2	1	2	2	..	2	2	1	2		46
Totals	36	24	37	38	26	13	12	18	34	17	19	19	10	28	19	24	18	27	23	4	18	16	12	24	17	50	..	17	42	29	23		694

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	3	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Wheat	..	1	..	..	1	..	..	4	1	..	..	8	..	..	..	4	..	1	2	3	5	1	..	..	..	7	..	7	4	..	49
Flour	7	..	..	..	1	..	..	..	1	2	..	..	1	..	6	7	..	2	3	..	3	..	..	1	..	1	..	2	..	2	39
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Agl. Imps, Machy.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	2	..	..	..	..	..	..	..	..	3
Iron: Steel: AK	4	3	..	1	4	3	1	2	9	4	..	4	4	1	..	4	1	6	..	2	2	..	1	..	..	7	2	..	2	..	67
Coal	..	..	..	..	1	8	..	..	6	2	1	4	5	..	..	3	2	5	..	1	3	1	5	2	1	2	1	4	2	1	60
Coke	5	2	..	9	3	4	3	3	7	..	..	5	3	5	3	3	3	1	1	..	..	1	1	..	..	1	1	2	..	..	66
Brick	..	2	..	2	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Cement, Lime	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	1	..	4
Glass, Bottles	3	4	..	4	2	2	2	..	1	..	1	1	3	3	1	2	1	..	3	2	2	2	1	..	1	2	1	1	1	1	47
Hay	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	4
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber	..	1	..	..	..	..	..	..	1	..	1	..	..	..	1	3	..	..	..	..	..	..	..	..	1	..	..	..	..	2	10
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Powder	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	3	6	..	7	..	..	3	6	4	..	..	..	..	..	..	5	4	..	2	5	7	7	4	..	7	3	..	2	5	6	86
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mols.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Mdse.	1	1	..	3	2	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	33
Miscl	..	1	..	1	..	..	1	1	1	1	6	1	..	..	..	6	2	..	4	1	2	..	2	1	..	3	2	2	..	7	45
Total	23	23	..	29	14	20	11	17	34	10	10	24	17	10	12	42	17	16	18	15	25	16	15	5	12	27	9	21	16	20	528

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	..	..	..	14	4	5	6	18	1	6	7	..	13	..	2	..	16	..	1	2	1	..	7	..	..	..	..	..	..	..	103
Wheat	..	..	..	10	..	5	1	10	14	2	..	8	..	1	..	1	..	14	..	..	..	..	..	..	..	..	2	1	..	..	1	70
Flour	6	..	4	8	..	3	..	..	5	..	..	1	..	8	1	1	..	3	..	1	2	2	2	3	..	..	..	1	..	6	..	56
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Agl. Impts. Mchy.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	2
Iron, Steel, A. K.	1	1	1	2	..	..	..	2	1	..	1	1	1	1	2	3	4	2	2	..	..	3	..	..	2	..	1	..	..	..	..	31
Coal	..	1	3	3	2	3	1	3	..	1	3	..	4	1	..	1	..	4	2	..	..	..	..	2	1	..	..	..	..	1	3	39
Coke	..	1	..	1	1	..	2	..	..	1	..	..	4	2	2	3	8	4	4	3	..	..	5	1	2	..	3	8	10	1	1	67
Brick	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3
Cement, Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Glass, bottles	..	2	2	2	2	2	3	..	1	2	2	1	..	2	..	3	2	3	1	4	..	..	2	..	2	..	4	1	..	1	2	47
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	2
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Lumber	..	..	4	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	6
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	12	..	..	..	13
Powder	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	2	..	..	..	..	..	..	..	..	1	..	..	..	6
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	..	5	5	..	..	7	1	..	..	..	7	1	..	2	..	11	..	3	3	5	2	..	..	1	5	3	10	..	..	1	2	74
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mols.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Mdse.	1	..	1	1	1	1	1	1	1	2	1	1	1	1	2	..	2	1	2	..	1	1	..	1	1	1	1	1	1	..	1	30
Miscl.	6	10	7	7	..	..	..	..	4	..	..	5	8	14	..	4	3	5	2	2	7	2	3	4	2	7	..	9	5	4	2	122
Total	14	21	27	34	20	26	15	22	44	10	20	25	19	45	7	30	20	56	18	17	15	9	13	19	16	12	21	34	16	14	13	672

JUNE, 1898.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	1	..	..	..	6
Wheat	1	..	..	..	..	4	..	1	5	1	1	..	6	5	..	..	..	..	..	..	..	..	..	3	2	..	..	..	..	2	31
Flour	3	2	4	1	..	7	..	..	1	1	1	1	..	..	1	2	4	..	4	..	..	..	..	1	1	..	4	2	..	2	42
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	1	5	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7
Agl. Imps. Mchy.	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	3
Iron, Steel A. K.	..	..	..	..	3	1	..	..	..	2	4	..	..	..	..	..	..	..	..	..	..	6	..	1	..	1	..	..	1	..	19
Coal	2	2	2	1	7	1	2	4	1	..	3	3	1	..	4	..	1	..	3	1	..	2	3	..	1	..	1	4	2	..	51
Coke	2	1	5	2	1	5	4	7	5	1	2	..	1	2	9	4	3	3	2	8	3	2	..	4	3	5	7	5	3	3	102
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Cement, Lime	..	..	2	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Glass, bottles	2	1	..	4	..	1	2	..	1	2	2	..	2	1	1	2	1	4	..	2	3	1	1	..	1	..	2	2	1	..	39
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Lumber	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
P. H. P.	..	..	10	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Powder	..	..	..	..	1	..	..	..	..	..	..	..	1	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	10
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Sand	18	..	1	..	..	12	1	1	..	..	11	..	..	..	..	..	18	..	..	..	..	..	1	1	..	..	..	..	..	..	64
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mols.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	6	..	..	..	..	..	..	6	..	..	..	7	..	10	..	..	..	..	..	..	29
Mdse.	1	1	1	1	1	..	1	1	1	1	1	..	..	1	1	2	1	1	1	1	1	1	1	1	1	1	..	1	1	1	27
Miscl.	5	2	3	2	2	1	1	1	1	..	..	..	..	10	2	4	4	..	1	6	..	4	..	..	..	2	1	1	3	5	61
Totals	34	10	28	11	15	33	12	16	15	9	36	5	11	21	19	15	32	15	11	18	13	17	7	20	10	10	17	15	12	14	501

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	2	1	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Wheat	2	..	..	..	..	..	..	..	..	..	3	..	1	2	..	..	..	1	1	3	4	8	5	..	..	1	4	4	1	..	..	40
Flour	..	3	..	..	1	1	..	..	..	..	5	..	..	..	1	..	..	..	..	1	..	..	1	..	..	..	..	3	..	..	..	16
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Agl. Imps. Mach.	..	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	5
Iron, Steel, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Coal	..	2	4	..	2	3	2	6	..	..	1	7	5	1	2	7	..	..	7	2	3	3	6	..	3	1	..	1	5	3	..	76
Coke	3	8	..	..	4	4	3	3	6	..	3	4	2	2	3	7	..	3	4	21	2	..	1	..	..	..	..	3	..	..	..	86
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Cement, Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glass, bottles	2	1	..	..	2	2	1	1	2	..	1	..	1	2	1	1	..	1	1	1	1	..	1	..	1	1	..	1	..	1	..	26
Hay	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	3
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	2	..	..	..	6
P. H. P.	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	2
Powder	..	1	..	..	..	..	..	..	..	1	..	..	..	..	1	2	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	6
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	2	..	..	1	..	..	..	..	..	..	..	4	..	..	9
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Molas.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Mdse.	1	1	1	..	..	1	1	1	1	..	2	2	1	1	1	1	1	1	1	1	1	1	1	..	..	1	1	1	1	1	..	27
Miscel	2	4	1	..	..	..	2	2	1	..	1	..	2	..	..	..	5	4	..	1	..	3	3	5	5	7	2	1	..	..	..	51
Totals	13	21	10	..	9	13	10	14	10	1	18	13	12	8	11	18	6	13	14	31	14	15	18	5	11	11	8	17	11	6	..	361

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Wheat	..	..	..	..	..	..	..	..	1	..	3	3	3	..	..	..	1	..	1	..	..	..	..	..	1	1	5	..	..	3	5	27
Flour	1	1	2	..	1	1	2	..	1	1	..	3	2	4	..	..	..	..	..	1	2	3	1	..	2	4	3	4	6	..	2	47
Bran, M. S. Feed	..	..	..	..	..	..	1	..	1	..	..	..	1	1	..	3	1	1	1	1	..	3	..	..	..	3	..	..	..	..	..	17
Agl. Imps. Mchy.	..	..	..	..	..	2	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	5
Iron, Steel, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Coal	..	7	..	1	1	1	..	5	5	2	3	5	3	..	1	7	2	3	1	2	1	..	2	2	..	3	3	..	..	3	..	63
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7	1	..	1	4	2	1	6	..	6	3	3	34
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Cement; Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glass, bottles	..	2	..	..	1	1	..	2	1	1	2	1	..	..	1	1	1	2	1	1	..	1	1	1	..	1	..	..	..	1	..	23
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	1	..	..	3	2	..	..	..	..	..	..	..	..	8
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1
Live Stock	1	..	2	..	..	1	..	..	1	..	..	1	..	..	..	..	1	1	..	..	..	..	..	2	..	..	..	..	..	..	..	10
Lumber and woods	2	..	..	1	1	..	..	2	..	..	..	..	..	..	..	1	..	1	..	1	2	..	..	..	..	1	1	..	2	..	1	16
P. H. P.	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Powder	1	1	..	..	1	1	..	..	..	1	1	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	9
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	2	2	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	15
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	1	1	..	1	..	..	..	..	..	..	..	..	..	..	..	1	1	1	..	5	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mols.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Mdse.	1	1	1	2	1	1	..	1	..	1	1	1	1	..	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	29
Miscl.	..	1	1	1	2	..	..	6	3	3	1	1	..	1	5	..	1	3	..	..	..	..	1	3	1	1	..	..	8	5	2	50
Totals	9	15	6	5	9	8	3	17	13	10	11	16	12	8	9	16	8	13	6	15	8	11	9	14	7	16	20	6	24	17	19	360

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	1	..	..	5
Wheat	3	1	4	..	3	..	2	6	2	1	..	..	8	2	..	2	8	1	10	3	..	..	3	..	..	1	..	2	..	1	63
Flour	1	1	3	..	..	1	2	..	..	3	..	..	..	4	2	..	6	5	1	8	..	..	1	2	..	5	..	..	..	1	46
Bran, M. S. Feed	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2
Agl. Impts. Mchy	2	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Iron, Steel, A. K	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Coal	2	..	1	..	3	1	4	3	1	3	..	5	..	7	2	6	1	..	4	3	..	2	7	5	2	2	..	9	6	3	82
Coke	5	2	1	..	1	3	2	3	5	2	..	3	7	1	2	6	6	..	6	4	4	4	4	12	..	5	3	2	..	9	102
Brick	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	1	..	..	..	1	5
Cement, Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Glass, Bottles	..	..	2	..	2	..	1	2	1	..	..	1	1	..	1	..	1	..	1	1	..	1	2	1	..	1	..	1	1	1	22
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Hoop Poles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	1	..	..	..	2	..	..	..	..	..	1	..	1	1	..	..	..	1	..	1	..	2	..	..	1	..	..	1	12
Lumber and Wood	1	..	..	..	..	..	..	3	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
P. H. P	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5	..	..	..	..	..	..	..	5
Powder	..	..	1	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2	..	6
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	..	2	1	..	1	..	2	4	1	4	..	4	1	..	2	2	1	..	1	1	3	2	2	3	2	1	..	2	1	3	46
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mols	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	6	5	..	8	..	..	..	..	..	..	23
Mdse	1	1	1	..	1	..	1	1	1	..	..	1	1	1	1	1	1	..	1	1	1	1	1	1	1	..	2	..	1	1	24
Miscl	3	2	..	..	1	2	1	1	1	2	3	3	..	1	1	..	..	2	..	..	..	..	..	5	1	..	2	2	3	..	36
Total	18	11	16	..	14	8	19	23	13	15	3	18	20	16	12	18	24	8	24	28	15	16	26	41	7	16	9	19	14	21	492

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Wheat	2	..	3	1	2	..	3	..	..	2	2	..	..	6	..	5	..	2	..	1	4	2	12	2	3	1	4	4	10	..	11	82
Flour	..	..	..	..	1	..	5	1	..	1	1	..	..	..	..	5	..	..	..	..	1	..	2	..	2	..	..	1	..	1	..	21
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Agl. Impts. Mchy	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Iron, Steel, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Coal	6	..	1	2	3	..	5	10	1	..	7	3	5	8	1	4	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Coke	6	..	3	3	3	3	5	5	..	2	2	3	2	2	4	2	..	2	2	2	2	4	..	2	2	2	2	2	4	..	4	118
Brick	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	2	..	..	..	..	75
Cement, Lime	..	..	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Glass, Bottles	1	..	..	1	1	2	1	1	..	1	1	2	1	1	1	1	..	1	1	1	1	1	..	1	1	2	2	1	1	..	1	29
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Junk	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	1	..	..	..	1	..	1	4	..	..	..	..	2	1	..	..	..	..	1	..	..	..	..	..	..	2	..	..	2	..	..	15
Lumber and Wood	..	..	..	..	1	..	..	..	..	..	..	..	..	..	2	..	..	1	..	..	..	..	..	..	..	1	1	1	..	..	..	7
P. H. P	..	..	2	..	..	..	1	2	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	5	..	..	..	7	..	18
Powder	..	..	..	..	1	..	..	1	..	..	..	..	..	1	..	..	..	1	..	1	..	..	..	..	..	1	..	..	2	..	8
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	3	..	..	2	3	3	4	4	..	..	..	1	5	6	4	..	..	6	2	6	..	6	..	..	2	6	..	3	7	..	2	75
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mols	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Mdse	1	..	1	1	1	1	1	1	..	1	1	1	1	1	1	..	1	1	..	1	1	1	..	1	1	1	1	1	5	..	6	11
Miscl.	1	..	5	..	8	1	3	1	..	4	..	1	1	1	2	4	..	3	1	..	..	3	1	3	1	2	2	..	3	..	3	54
Total	22	..	15	12	25	11	29	30	2	11	15	11	17	27	15	22	..	21	11	13	17	21	20	13	19	31	17	22	39	11	29	548

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	T'l
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13	2	15	22	20	13	27	8	14	15	149
Wheat	3	8	3	2	..	17	2	8	7	1	1	..	..	..	17	2	..	1	..	4	25	3	8	11	8	11	4	23	12	8	189
Flour	..	..	..	..	..	4	3	5	..	2	1	..	1	..	..	..	1	..	..	..	1	..	..	1	..	..	..	..	2	..	21
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1
Agl. Impts. Mchy	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Iron, Steel, A. K	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	2	..	..	..	..	..	1	..	..	5
Coal	4	6	4	10	4	10	18	6	6	4	2	6	3	3	11	1	2	11	6	1	21	19	16	13	17	8	23	19	21	21	296
Coke	1	1	5	..	4	..	3	4	..	7	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	4	1	31
Brick	..	..	..	1	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Cement, Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glass, Bottles	2	2	1	3	1	..	1	1	1	1	1	4	..	1	1	3	1	1	1	..	3	1	2	..	2	3	..	1	2	1	41
Hay	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	2
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	..	..	1	..	..	3	..	..	1	9
Live Stock	..	..	1	..	..	..	..	..	2	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	1	..	1	17	7	31
Lumber & Wood	4	1	7	..	1	2	4	1	..	2	..	1	..	..	..	..	1	1	..	1	3	1	..	2	1	1	..	2	1	3	40
P. H. P	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	13	2	4	4	5	..	2	3	6	8	49
Powder	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	4
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	3	4	3	..	3	1	4	3	4	6	2	2	..	..	3	8	6	4	3	..	4	..	5	3	1	5	..	3	..	2	82
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mols.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7	5	1	9	10	5	4	14	2	..	57
Ties	2	8	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10
Mdse	1	1	1	1	1	1	..	..	1	1	1	1	1	..	1	1	1	..	1	1	..	1	1	1	..	1	..	1	1	1	23
Miscl.	..	1	3	1	3	1	2	1	..	1	3	4	..	4	1	2	1	1	4	..	12	5	12	7	6	7	8	3	6	5	104
Total	22	32	28	18	18	36	37	30	22	26	11	19	5	9	34	17	15	20	15	8	107	41	65	74	70	55	71	80	89	74	1148

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	18	12	13	23	9	3	26	12	19	12	31	24	30	17	44	23	18	20	28	20	21	2	4	3	11	4	12	13	13	9	10	504
Wheat	13	13	24	25	30	12	8	3	14	1	3	26	20	1	1	3	2	4	3	4	3	1	5	..	2	6	9	1	5	2	3	247
Flour	2	..	..	..	4	2	2	2	..	1	2	..	..	..	..	2	1	2	..	..	1	1	1	5	..	..	..	3	2	4	..	37
Bran, M. S. Feed	2	1	1	1	1	1	..	1	1	1	2	1	..	..	..	..	..	..	1	1	..	..	..	1	2	2	..	1	1	..	3	25
Agr'l Impl's Mach'y	..	..	..	..	..	..	..	..	1	..	2	1	..	..	..	1	..	..	1	1	..	1	..	..	1	..	2	..	1	1	..	13
Iron, Steel, A. K.	..	1	2	..	3	..	..	..	..	1	..	..	1	1	..	2	2	1	..	..	3	2	4	2	..	4	2	2	1	1	..	35
Coal	39	15	18	14	11	18	8	16	8	10	9	8	17	25	27	19	28	16	11	14	16	21	27	18	22	9	11	11	17	24	7	514
Coke	3	2	1	..	..	1	..	..	2	2	..	1	..	2	2	..	1	..	3	2	1	3	4	2	..	..	6	..	8	8	4	58
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cement, Lime	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	1	..	2	1	..	..	7
Glass, Bottles	2	1	1	..	1	1	1	2	3	1	..	4	1	3	2	5	1	1	3	1	3	1	2	2	2	..	5	2	4	2	2	59
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Cotton	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	2
Fruit, A. K.	..	3	1	3	1	..	2	..	..	..	1	..	..	1	1	..	2	..	7	1	..	..	1	..	..	1	..	..	1	..	..	26
Live Stock	4	3	3	4	4	6	8	15	1	1	7	3	..	10	2	1	2	11	1	5	3	3	2	2	3	1	1	7	8	8	5	134
P. H. P.	3	5	14	3	2	5	5	7	1	2	4	..	..	4	..	..	6	3	2	3	5	4	6	8	2	..	2	..	3	6	2	107
Lumber and Wood	3	2	1	..	1	2	4	..	2	1	1	..	1	6	3	1	1	..	3	1	2	..	3	1	1	2	1	3	..	..	..	46
Powder	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2	..	..	..	..	..	..	..	1	..	1	8
Salt	1	..	4	1	3	7	7	6	2	..	..	10	1	3	3	..	..	..	..	3	5	2	4	2	..	7	2	6	..	9	4	92
Sand	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	2	..	..	2	..	3	1	..	..	..	2	14
Stone	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar and Molasses.	5	2	3	7	1	4	3	3	4	2	1	2	9	3	6	9	7	5	11	9	3	8	4	8	1	17	3	2	7	8	12	169
Ties	..	..	..	..	..	..	..	..	..	..	..	1	..	5	..	1	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10
Merchandise	1	1	1	1	..	1	1	1	1	1	1	..	1	1	1	1	1	1	1	..	1	1	1	1	1	..	1	1	1	1	1	27
Miscellaneous	6	8	11	7	5	6	4	12	14	9	6	8	8	20	11	10	9	10	7	7	16	7	3	5	8	25	2	11	5	4	7	271
Total	103	72	98	89	76	70	79	80	74	45	71	88	89	102	103	79	84	75	85	73	89	57	71	63	56	83	60	65	79	87	64	2409

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	8	12	8	7	32	14	22	23	36	39	47	39	47	29	37	26	24	22	22	38	28	47	29	34	21	36	18	12	15	18	12	802
Wheat	..	4	5	..	3	5	2	2	1	2	1	...	1	9	4	3	7	2	1	2	2	2	4	3	2	1	2	1	2	3	2	78
Flour	1	1	..	1	2	..	..	..	...	..	3	6	1	3	1	1	..	..	...	7	3	..	..	1	..	3	1	1	..	..	2	38
Bran, M. S. Feed	2	1	..	1	4	..	1	1	...	..	..	2	1	..	1	1	..	..	2	...	..	..	1	1	..	..	3	..	1	..	..	23
Agl. Impts. Mchy	..	..	1	1	..	..	1	1	1	1	..	1	2	..	..	1	..	..	1	...	1	..	1	..	..	..	..	..	..	..	..	13
Iron, Steel, A. K	2	3	6	..	2	2	2	..	2	..	5	1	..	2	..	1	..	..	1	4	...	1	..	1	3	3	1	..	1	1	..	44
Coal	10	26	16	11	17	13	18	1	17	3	4	16	8	17	12	7	7	18	25	17	17	7	5	6	4	12	9	5	..	13	18	359
Coke	4	12	8	16	3	5	12	..	9	6	2	8	..	5	9	..	..	4	6	5	4	9	2	.	9	5	4	6	7	2	..	162
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	5
Cement, Plaster	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	1	..	..	2	..	..	6
Glass, Bottles	..	..	3	1	1	2	2	1	2	2	1	1	2	1	..	2	1	1	1	1	3	..	2	2	1	2	3	2	..	2	2	44
Hay	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	1	1	..	1	1	8
Lead	9	..	4	..	3	..	..	..	3	3	..	1	..	..	5	..	..	..	..	..	9	..	..	..	4	..	..	..	..	..	..	41
Fruit, A. K	2	1	1	..	..	..	..	2	2	2	..	..	..	..	..	..	..	..	2	...	1	..	..	..	..	1	..	..	..	..	..	14
Live Stock	5	5	5	11	9	2	2	8	10	11	2	6	7	2	..	5	25	4	11	6	5	7	11	4	9	11	5	8	6	6	20	228
P. H. P	2	9	..	..	1	1	6	4	3	1	1	3	1	5	4	1	4	4	5	5	7	..	..	2	4	..	4	7	1	1	6	92
Lumber & Wood	1	3	3	1	..	6	2	..	4	3	3	2	1	1	1	3	2	2	2	...	4	..	2	3	2	6	4	2	1	2	1	67
Powder	1	..	..	..	1	..	..	2	..	..	1	1	..	..	..	..	..	2	1	..	..	..	..	..	..	..	..	..	..	..	1	10
Hides	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sand	4	..	4	4	5	2	1	..	6	5	..	11	8	4	..	5	11	1	19	1	1	..	10	3	..	..	15	1	..	..	..	121
Sewer Pipe	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mols.	15	10	9	2	2	6	2	25	9	9	..	...	7	3	2	2	2	1	3	4	9	3	9	6	6	3	8	2	2	2	3	166
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10	8	..	9	7	1	..	..	..	..	..	2	37
Mdse	1	..	1	1	1	1	2	1	...	1	1	1	1	1	..	1	1	1	1	1	...	1	..	1	1	1	1	1	1	1	1	27
Miscl	4	9	3	4	.	12	5	9	4	3	1	9	3	7	2	7	3	5	5	3	9	3	1	3	5	4	4	4	1	10	3	145
Total	73	97	77	62	86	71	80	80	109	91	73	108	90	90	78	66	88	67	108	104	111	80	88	78	72	93	83	53	40	62	74	2532

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	9	20	5	6	19	23	6	11	4	3	3	21	12	9	16	11	12	7	21	2	7	12	21	9	28	17	14	9	337
Wheat	6	3	2	1	1	1	7	1	3	..	..	3	..	1	3	1	2	3	1	..	5	7	..	2	2	1	2	..	58
Flour	1	1	2	1	1	1	..	..	2	1	1	2	3	7	1	1	5	5	6	2	6	3	2	1	2	4	3	2	66
Bran, M. S. Feed	1	1	2	..	1	1	..	1	..	1	3	..	1	..	..	..	..	..	3	1	..	1	..	..	2	2	..	..	..	21
Agl. Impts. Mchy	..	2	1	..	1	2	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	1	..	..	..	..	10
Iron, Steel, A. K	..	..	2	..	1	2	1	3	2	..	3	1	1	..	2	..	..	1	4	1	4	3	3	1	..	1	2	2	40
Coal	10	11	12	4	1	22	11	3	15	7	20	10	6	14	2	18	11	4	11	18	13	11	16	11	18	9	13	19	320
Coke	7	3	5	1	10	2	1	5	4	4	..	2	..	3	2	4	3	3	3	5	1	2	5	3	5	4	6	..	93
Brick	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	3
Cement, Plaster	..	..	1	..	..	..	..	..	..	1	..	..	1	..	1	..	..	..	..	..	1	1	..	..	..	..	1	..	7
Glass, Bottles	2	2	3	2	1	3	1	1	1	3	..	..	1	3	2	3	2	4	1	6	1	3	6	2	2	1	4	3	63
Hay	..	..	1	1	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	2	..	..	..	..	1	1	9
Lead	1	..	..	4	1	..	1	..	3	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	12
Fruit, A. K	1	..	..	..	..	1	2	..	..	..	..	..	..	..	2	..	..	1	2	1	1	..	2	..	..	1	..	..	..	14
Live Stock	9	6	7	5	9	9	6	10	3	5	3	4	11	3	11	7	7	11	2	3	5	7	3	1	2	10	4	15	178
P. H. P.	10	5	8	1	10	2	..	2	1	9	..	2	5	1	2	4	7	4	3	5	2	5	5	9	5	5	4	5	121
Lumber and Wood	2	..	1	..	2	..	6	2	..	3	3	1	1	2	3	1	2	3	3	2	5	5	5	4	3	8	10	4	81
Powder	..	1	..	1	..	.	1	..	..	..	..	..	..	..	1	..	..	1	1	..	..	..	..	1	..	2	1	1	11
Hides	..	..	2	..	1	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	1	1	5	..	..	..	12
Sand	11	..	1	2	..	2	5	3	..	3	..	..	1	..	..	..	..	4	7	.	4	9	5	..	7	1	..	4	..	69
Ice	..	..	..	..	..	..	..	..	..	20	28	..	29	30	10	57	16	..	..	..	3	1	..	..	..	..	..	..	..	174
Sugar Mols.	10	8	13	5	1	..	1	1	7	10	12	5	3	10	7	5	6	9	1	1	..	2	3	2	4	..	3	10	139
Ties	1	2	3	6	1	5	4	7	..	3	..	6	2	5	9	..	..	..	1	..	1	..	..	5	..	..	..	..	61
Mdse.	1	1	1	1	1	..	1	1	1	1	1	..	1	1	1	1	1	1	..	1	..	2	1	1	1	..	1	1	24
Miscl.	3	10	6	5	6	6	5	5	5	10	..	4	1	1	7	7	2	4	6	6	6	7	4	2	6	4	5	10	143
Total	85	77	78	46	68	83	59	56	51	85	77	61	79	90	86	100	80	74	67	58	72	78	78	65	86	67	78	82	2066

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	26	18	20	22	25	23	14	8	4	10	21	23	17	23	14	18	23	22	11	12	12	16	8	12	30	10	9	13	12	4	22	502
Wheat	2	5	4	2	1	2	5	3	..	3	1	4	1	9	..	6	1	..	2	1	5	1	1	1	...	1	..	4	1	..	..	66
Flour and Meal	4	2	1	6	4	..	2	4	11	3	5	4	1	6	4	11	3	3	3	2	1	1	2	2	1	1	2	3	2	2	1	97
Bran, M. S. Feed	..	3	...	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	1	...	..	..	..	..	..	..	..	..	6
Agl. Impts. Mchy	..	..	..	1	..	..	1	..	..	1	..	..	1	..	1	1	..	1	1	3	1	1	..	2	..	..	1	1	..	1	..	18
Iron, Steel, A. K.	..	1	6	3	5	4	4	13	4	12	4	4	1	2	1	1	2	..	2	2	2	..	3	2	4	4	2	4	2	3	1	98
Coal	15	10	15	13	10	10	18	9	15	21	10	8	18	33	18	24	10	18	7	21	22	22	32	30	29	5	31	11	13	10	16	534
Coke	3	7	...	9	..	5	1	1	6	..	5	1	5	...	5	1	3	..	5	1	..	3	1	2	2	6	1	..	7	1	3	84
Brick	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	1	1	..	..	2	..	1	..	..	..	..	..	1	..	..	8
Cement, Lime	..	..	..	..	1	..	1	..	..	1	..	..	..	1	..	..	..	..	2	1	..	..	..	..	..	..	..	..	..	1	..	1	9
Glass, Bottles	3	..	4	1	2	3	3	2	3	1	2	..	1	1	1	2	2	1	..	2	3	3	3	3	2	1	3	2	2	3	3	62
Hay, Straw	1	3	3	1	1	..	..	..	..	1	1	..	1	..	..	1	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	15
Lead	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	10	..	..	..	..	..	..	..	13
Fruit, A. K.	..	2	..	..	..	1	..	..	1	..	..	..	..	..	3	1	..	..	..	2	..	..	1	1	..	1	..	3	..	..	1	117
Live Stock	9	5	10	6	7	7	9	4	9	9	7	5	14	9	18	7	4	2	4	6	11	7	9	8	6	5	13	10	..	..	..	220
P. H. P.	11	18	19	14	7	8	4	14	8	12	16	7	5	9	11	1	13	14	9	5	7	14	26	10	3	12	5	5	8	7	..	302
Lumber & Wood	1	5	4	2	6	..	2	2	3	3	2	6	2	6	3	3	3	5	6	2	5	..	1	3	...	4	5	8	2	7	8	109
Powder	1	..	1	1	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	6
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sand	4	2	4	3	..	5	1	5	7	2	8	..	6	4	3	4	10	6	6	..	..	5	6	7	6	8	..	..	..	1	11	124
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1
Sugar, Mol	2	3	11	2	4	8	3	1	..	6	17	21	17	11	2	3	3	1	19	11	5	3	1	2	3	8	..	15	1	..	..	183
Ties	2	1	1	..	3	..	..	..	..	..	..	..	..	1	..	1	1	8	3	..	..	..	..	..	3	..	17	..	10	..	12	63
Mdse.	1	1	1	1	1	..	1	1	1	1	1	..	1	1	1	1	1	1	2	..	1	2	1	1	1	1	..	1	1	..	1	28
Miscl.	5	6	4	3	13	3	8	4	4	4	3	5	4	...	7	8	5	5	6	8	9	7	10	5	11	12	6	6	3	5	3	182
Total	90	92	108	90	92	79	78	71	76	90	104	89	95	116	96	95	85	88	88	80	87	87	107	101	101	80	95	86	66	54	83	2749

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	14	14	8	4	11	11	18	11	22	24	11	16	10	11	10	13	12	13	11	24	13	14	4	11	11	2	6	11	15	13	368
Wheat	..	..	2	..	1	..	..	1	..	1	..	..	1	1	..	1	1	..	..	..	4	..	..	1	1	2	..	1	1	..	19
Flour & Meal	..	..	1	..	..	..	..	..	..	..	..	2	1	1	3	..	2	..	..	1	..	1	..	..	2	..	1	..	7	1	23
Bran, M. S. Feed	..	..	1	..	..	..	..	2	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	7
Agl. Impts. Mchy	..	..	..	..	..	1	..	2	2	..	1	2	..	2	..	..	2	..	1	..	..	1	1	1	..	1	..	2	..	..	19
Iron, Steel, A. K	1	2	2	4	5	1	2	..	5	2	3	5	3	1	5	6	3	4	6	2	3	5	9	5	1	8	3	4	2	1	103
Coal	17	2	3	17	5	18	18	13	4	16	14	23	20	14	17	17	13	14	23	16	13	22	..	12	15	13	26	16	17	..	418
Coke	8	1	..	..	5	2	1	4	4	1	..	..	4	1	4	9	3	1	6	1	5	2	..	5	1	3	5	..	..	9	86
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cement, Lime	1	..	..	1	..	4	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	1	..	..	1	..	..	..	..	1	11
Glass, Bottles	2	..	2	2	1	1	6	4	4	2	3	..	..	2	..	2	2	..	1	2	..	6	..	..	1	1	1	4	1	1	51
Hay, Straw	..	..	1	2	..	1	1	..	..	..	..	1	..	1	..	2	..	2	2	1	..	3	1	2	..	..	..	..	..	..	20
Lead	5	1	..	..	..	1	..	..	..	10	3	6	..	..	..	..	1	..	..	..	..	1	1	..	..	..	..	..	..	..	29
Fruit, A. K	..	..	..	..	..	1	..	..	..	..	..	..	..	2	..	..	..	1	..	1	..	..	..	..	..	..	1	..	1	..	7
Live Stock	1	..	..	..	2	..	1	1	..	..	1	1	1	1	..	1	..	1	2	..	..	1	3	1	2	2	..	..	1	..	23
P. H. P.	4	2	3	..	2	3	2	5	1	..	1	..	1	1	1	1	2	..	3	..	2	2	..	..	1	1	7	..	5	1	51
Lumber & Wood	1	2	2	2	3	5	2	3	3	2	4	..	2	5	2	..	6	8	3	5	3	2	4	7	3	3	4	5	..	4	95
Powder	1	..	..	..	1	1	..	..	..	..	..	1	..	..	2	..	..	..	..	..	1	..	..	..	..	..	1	..	..	1	9
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	1	3	..	3	3	2	6	8	6	..	7	3	2	5	6	..	5	4	7	..	10	..	..	..	1	..	3	5	3	2	95
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1
Sugar Mols.	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Ties	..	..	14	4	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	19
Mdse.	1	1	..	1	2	1	1	1	2	..	1	1	1	1	1	1	2	..	1	1	1	2	1	2	..	1	1	1	1	1	31
Miscl.	5	6	3	4	3	4	7	8	4	5	5	3	3	6	8	12	9	6	3	5	10	4	7	25	6	6	10	4	7	3	191
Total	62	34	42	44	46	57	65	63	57	54	62	60	58	55	60	66	61	56	69	60	65	67	32	70	47	44	68	53	61	40	1678

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	20	3	2	6	25	26	14	13	14	8	7	10	6	23	18	6	17	4	18	23	2	5	11	5	..	5	3	7	9	8	18	342
Wheat	..	..	1	..	1	..	1	1	1	3	..	..	1	..	..	..	..	2	..	1	..	..	1	..	..	..	..	..	1	1	..	15
Flour & Meal	..	1	..	..	1	..	1	..	..	..	7	4	1	..	3	5	..	1	2	..	..	1	..	..	1	..	8	3	4	1	3	47
Bran, M. S. Feed	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2
Agl. Impts. Mchy	..	..	1	..	..	1	1	2	..	..	..	3	1	..	1	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	14
Iron, Steel, A. K	8	2	4	3	..	2	10	4	..	1	1	1	3	9	3	..	1	6	5	2	3	1	3	8	..	1	..	4	1	1	2	89
Coal	15	9	25	22	13	9	1	9	31	33	42	50	29	19	21	13	41	10	63	32	41	34	29	33	58	29	40	34	12	22	32	851
Coke	..	3	6	..	7	1	2	2	..	2	3	7	2	2	2	..	..	6	..	2	..	..	1	..	..	..	..	..	..	4	2	54
Brick	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	1	1	..	..	1	..	..	..	..	..	..	..	..	5
Cement, Lime	1	..	..	..	1	..	..	..	1	2	1	3	1	..	..	1	..	1	2	..	..	..	2	..	..	1	3	2	3	..	2	27
Glass, Bottles	3	1	..	3	3	..	3	..	1	..	2	..	3	..	3	..	1	..	4	..	..	..	..	2	..	1	1	2	1	7	3	44
Hay, Straw	..	3	..	..	..	..	1	2	1	1	..	..	..	..	..	..	..	..	1	..	..	1	1	..	..	..	..	..	1	2	1	15
Lead	1	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	6	6	1	..	..	..	4	23
Fruit, A. K	..	..	1	..	..	..	..	1	..	1	..	..	..	1	..	..	..	1	1	..	..	..	..	1	..	..	..	1	1	..	..	9
Live Stock	..	..	1	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	3	1	1	..	3	3	1	3	..	1	..	20
P. H. P.	..	1	1	1	2	2	3	..	1	3	1	1	..	..	..	3	2	2	..	1	3	..	1	1	..	..	1	1	..	..	2	33
Lumber & Wood	5	5	4	6	5	4	2	2	3	..	5	5	2	7	4	8	2	2	2	1	3	6	1	4	4	2	4	1	1	3	2	105
Powder	..	..	..	1	1	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	5
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Sand	6	5	3	6	9	9	..	10	..	..	..	13	..	..	..	7	4	..	1	6	1	..	2	6	6	2	6	9	..	2	5	118
Ice	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	4
Sugar, Molas	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	3	1	..	..	..	..	..	..	..	..	..	..	..	5
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Mdse	1	1	1	1	1	1	1	..	1	1	1	1	1	1	..	1	1	1	1	1	1	..	1	1	1	1	1	1	..	1	1	27
Miscl.	4	2	3	6	6	2	8	5	2	3	2	2	8	2	2	4	3	8	11	6	5	6	6	7	8	2	7	8	6	9	8	161
Total	64	45	53	56	75	57	48	51	57	59	73	104	59	64	59	49	72	45	116	77	64	55	61	68	87	54	77	78	40	62	86	2015

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	23	15	24	25	23	55	22	15	23	15	14	16	4	6	1	3	10	22	6	3	8	6	4	12	7	6	1	1	1	1	372
Wheat	..	1	3	..	2	..	..	1	..	..	..	..	..	..	1	2	..	1	..	2	3	..	1	6	2	1	1	..	2	8	37
Flour and Meal	..	1	..	..	1	1	..	6	3	..	10	1	1	..	7	2	3	2	1	2	5	3	4	4	1	10	..	6	3	3	80
Bran, M. S. Feed	1	..	1	..	..	..	..	1	1	1	..	..	2	1	1	..	1	1	..	..	..	..	..	1	1	1	3	..	1	..	..	18
Agl. Impts. Mchy	..	..	..	..	1	..	..	..	4	1	..	2	..	..	2	..	..	1	1	..	1	1	1	..	3	1	..	..	1	2	22
Iron, Steel, A. K	..	..	1	..	3	3	4	6	..	6	2	10	1	1	5	..	1	..	2	3	7	10	2	3	6	3	3	..	2	3	87
Coal	17	33	19	27	21	6	21	52	53	40	64	13	27	28	11	41	36	39	44	66	29	52	54	34	25	37	37	32	49	59	1066
Coke	..	..	..	..	2	5	..	..	..	..	..	..	2	..	1	4	2	5	..	..	..	..	..	4	..	2	..	2	6	..	35
Brick	1	1	1	..	3	6	2	4	5	3	..	4	5	6	1	5	6	..	6	4	4	1	4	4	..	7	3	3	..	..	89
Cement, Lime	1	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	7	2	..	..	..	1	..	..	..	1	1	1	17
Glass, Bottles	..	1	..	1	..	2	2	4	..	4	4	..	1	2	..	2	2	..	4	3	1	..	1	2	2	3	2	1	..	..	44
Hay Straw	1	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	2	..	1	..	..	1	1	2	1	1	1	..	..	..	13
Lead	..	4	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	1	..	..	..	..	..	2	..	..	..	1	..	8
Fruit, A. K.	1	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	7
Live Stock	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	4	1	1	..	1	1	2	3	1	..	1	7	1	1	38
P. H. P.	4	..	..	..	..	2	3	2	..	1	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Lumber and Wood	3	3	4	..	5	2	..	1	1	3	2	4	3	..	1	1	4	3	5	1	1	..	2	1	1	2	2	..	2	2	59
Powder	..	..	1	..	..	..	2	..	..	1	..	..	1	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	3
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..
Sand	4	2	3	2	2	..	..	..	3	9	..	6	3	4	2	7	5	2	..	4	2	6	2	3	..	3	2	5	5	4	90
Ice	..	1	1	2	3	4	..	..	2	..	..	1	..	1	1	1	..	..	1	1	..	..	..	..	..	..	..	..	..	..	47
Sugar, Mol	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	1	..	..	1	1	..	..	..	..	..	..	..	..	..	1	6
Ties	..	..	..	..	..	..	..	7	..	..	..	2	..	..	..	..	..	..	..	2	5	1	..	..	..	..	..	..	..	..	17
Mdse	1	1	1	1	..	1	1	1	1	1	1	..	2	1	1	2	1	1	..	1	1	1	1	1	..	1	1	1	1	28
Miscl.	..	2	9	1	2	7	1	5	..	17	4	1	3	3	1	2	7	3	7	2	8	7	9	3	5	3	4	9	8	7	140
Total	58	65	68	59	71	94	59	105	96	103	109	60	56	54	38	78	81	81	86	97	77	92	93	90	63	88	63	71	84	95	2334

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	23	22	24	25	26	27	28	29	30	31	Total
Coarse Grain	10	9	2	..	6	..	2	1	15	2	1	3	1	4	9	6	10	1	3	11	48	80	30	1	18	9	13	15	18	25	23	376
Wheat	3	16	2	5	7	..	3	2	..	6	..	3	2	1	7	..	10	3	6	5	6	1	5	2	7	2	1	5	6	2	11	129
Flour & Meal	1	5	2	..	..	1	2	..	2	..	1	..	1	2	1	3	..	..	1	1	..	..	..	..	..	..	1	1	..	..	..	25
Bran, M. S. Feed	1	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	1	6
Agl. Impts. Mchy	2	..	1	..	..	..	1	..	1	2	1	..	..	..	2	..	..	1	..	..	1	..	3	1	4	..	1	..	1	..	..	22
Iron, Steel, A. K	3	..	2	..	1	5	8	6	1	3	3	10	2	6	1	4	4	2	10	6	7	1	4	1	6	4	..	..	1	2	3	106
Coal	22	9	15	8	14	2	3	15	3	6	12	9	30	7	6	6	4	9	5	3	5	9	6	5	8	15	3	10	9	19	7	284
Coke	..	5	5	..	3	..	..	1	1	1	..	1	1	..	..	..	..	..	..	9	2	27	..	9	6	..	18	2	2	..	..	93
Brick	..	1	..	..	2	..	2	..	..	..	5	1	1	1	..	1	..	1	1	..	..	..	..	..	..	1	2	2	2	2	..	23
Cement, Lime	..	..	3	1	..	..	1	..	3	..	..	..	2	..	..	..	..	1	1	2	..	1	..	2	1	1	..	..	1	2	2	24
Glass, Bottles	1	..	1	..	..	..	..	..	..	3	1	2	..	..	1	..	..	..	2	..	1	..	1	1	1	1	2	..	1	..	..	19
Hay, Straw	..	..	1	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Lead	..	..	..	..	..	..	..	..	2	3	..	..	..	1	..	..	3	..	5	1	1	..	..	..	..	..	..	..	1	..	1	18
Fruit, A. K	..	1	..	..	..	..	2	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	..	1	..	1	..	..	8
Live Stock	..	..	..	..	..	..	..	..	..	..	1	2	..	1	..	..	..	..	2	..	8	3	2	..	..	13	..	13	7	..	1	53
P. H. P	1	3	..	..	..	..	..	..	..	..	..	..	..	1	..	2	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	11
Lumber & Wood	4	2	..	..	..	1	1	2	1	3	1	..	3	1	3	..	6	1	3	1	3	1	1	..	2	..	2	..	4	2	5	53
Powder	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	1	1	..	..	..	1	..	..	..	..	..	..	..	..	6
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	..	..	1	..	..	8	..	2	..	2	..	6	2	5	..	..	..	4	1	1	1	..	..	2	1	..	2	..	..	..	..	38
Ice	2	1	2	2	2	1	3	1	1	2	3	2	2	3	3	4	4	6	3	4	3	2	3	6	4	4	4	5	4	7	5	98
Sugar, Molas	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	4
Ties	..	..	..	..	..	..	..	..	..	4	..	6	7	3	..	..	..	..	..	1	6	..	1	..	..	..	..	..	8	..	..	36
Mdse	1	2	1	2	1	1	1	1	1	..	1	1	1	1	1	2	..	1	1	2	1	1	1	..	1	1	1	1	1	1	..	31
Miscl	8	9	17	1	21	7	6	8	4	7	9	5	6	9	6	13	9	5	3	8	3	5	4	7	5	5	5	9	5	7	9	225
Total	59	64	55	19	57	26	37	39	35	45	40	51	61	49	42	43	50	40	48	55	97	131	63	37	64	57	57	61	72	69	69	1692

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.... ..	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain..... ...	26	12	23	18	27	24	19	12	7	16	16	25	25	22	20	12	18	49	24	26	23	13	10	22	15	8	15	6	7	12	5	557
Wheat	4	3	1	25	..	6	1	2	3	..	..	5	..	7	3	18	1	4	6	..	1	..	..	2	2	3	3	..	1	1	..	102
Flour & Meal	..	..	2	..	..	..	1	1	1	2	4	1	..	..	..	3	..	..	..	2	..	4	1	1	2	..	5	1	1	3	8	43
Bran, M. S. Feed..... ...	..	..	1	..	..	1	..	..	..	..	..	..	..	..	1	1	..	1	1	..	1	..	1	1	3	..	6	3	6	..	2	29
Agl. Imp't. Mchy.	..	1	..	..	..	1	..	2	..	1	..	4	..	..	..	1	..	..	1	..	..	1	..	..	1	..	..	..	1	..	..	..	14
Iron, Steel, A. K..... ...	2	..	4	2	3	1	5	2	7	4	8	5	6	10	4	6	7	9	4	..	6	3	4	8	1	15	2	11	1	2	4	136
Coal	14	17	11	22	16	13	23	12	11	3	7	22	10	10	13	9	4	7	10	9	2	8	10	6	10	9	2	7	8	12	4	331
Coke	..	1	..	..	..	..	..	1	..	..	1	2	..	1	1	2	..	..	..	..	..	1	2	3	3	..	3	2	3	1	..	27
Brick	..	1	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	1	..	1	..	..	..	..	..	..	..	..	7
Cemen., Lime..... ...	..	..	2	1	..	..	..	2	..	1	..	1	..	2	..	..	..	..	..	1	3	..	..	..	3	..	1	..	..	2	..	19
Glass, Bottles..... ...	..	..	..	..	..	..	..	..	2	..	..	..	..	2	1	1	3	3	2	..	1	1	..	..	3	1	..	..	..	3	1	24
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	..	3
Lead	..	..	..	..	..	..	..	..	6	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Fruit, A. K..... ...	..	..	2	..	..	..	1	..	..	..	..	..	2	..	..	..	..	..	..	1	1	1	..	1	1	..	..	..	1	..	..	11
Live Stock	2	17	..	..	..	..	..	..	1	..	..	4	2	..	2	..	..	1	..	..	..	2	1	1	1	..	..	..	..	..	..	34
P. H. P..... ...	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	1	..	..	..	..	2	1	1	1	3	..	..	..	..	..	15
Lumber & Wood	2	2	5	2	4	1	4	1	1	3	6	3	..	5	5	..	6	5	1	1	2	2	1	1	4	5	..	4	3	4	4	87
Powder	1	..	..	..	..	1	..	..	1	..	..	..	..	..	1	..	..	1	1	..	..	..	..	1	1	..	1	..	..	..	..	9
Hides..... ...	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1
Sand..... ...	..	..	..	1	1	..	1	..	1	..	..	..	..	..	..	..	3	..	1	..	..	..	1	2	1	..	..	1	4	1	..	18
Ice.....	2	4	6	5	5	4	6	4	4	4	5	4	5	6	4	5	3	5	4	3	5	4	4	5	4	6	5	6	6	5	6	144
Sugar, Mol..... ...	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	1	..	3	1	..	..	7
Ties..... ...	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3	..	..	6
Merchandise..... ...	1	1	1	1	1	1	..	1	1	1	1	1	1	1	1	2	1	1	1	1	..	2	1	1	1	1	1	..	1	..	1	29
Miscellaneous..... ...	6	13	5	4	2	1	5	3	6	2	5	2	2	2	8	8	5	9	8	4	1	6	7	10	1	7	3	3	1	2	4	145
Total..... ...	60	72	64	82	59	54	66	43	50	39	53	81	55	68	64	74	52	96	66	48	47	51	45	67	59	60	50	49	43	48	39	1804

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	8	17	9	16	12	6	17	11	13	15	8	18	20	21	22	25	23	22	23	24	42	18	18	20	26	24	26	24	25	26	585
Wheat	2	..	1	..	..	1	3	..	..	..	1	1	1	1	9	3	..	5	2	2	3	5	9	..	..	7	4	4	3	1	68
Flour & Meal	1	1	..	..	5	3	..	2	1	..	2	..	..	1	1	..	3	1	..	..	..	1	6	..	..	2	..	1	1	1	33
Bran, M. S. Feed	16	1	1	3	1	7	2	6	9	1	8	2	6	2	1	1	2	3	1	..	4	6	1	5	1	1	..	1	1	3	96
Agl. Impts. Mchy	..	1	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	2	..	..	..	..	1	..	..	..	..	..	..	..	..	6
Iron, Steel, A. K	4	9	..	10	1	4	2	7	5	..	2	5	4	2	..	3	2	5	4	6	6	9	6	3	2	4	5	5	10	7	132
Coal	9	4	9	3	6	10	6	13	7	3	2	19	18	6	21	11	9	28	25	35	52	47	38	24	33	6	18	27	23	28	540
Coke	3	1	1	..	..	..	2	2	..	..	2	2	2	3	..	3	2	3	1	..	1	3	..	2	..	1	..	3	..	..	37
Brick	..	1	..	1	..	1	..	..	1	..	..	8	..	..	..	5	1	1	..	..	..	1	..	..	..	..	1	4	2	4	31
Cement, Lime	..	2	..	..	2	..	..	..	..	..	..	1	1	..	..	..	..	1	2	..	..	..	..	..	..	2	3	..	..	..	14
Glass, Bottles	1	1	..	..	1	1	1	1	..	..	2	1	3	2	1	3	1	2	1	2	2	1	..	2	1	2	4	4	2	2	45
Hay, Straw	1	..	..	..	1	1	1	..	..	..	1	1	1	..	1	..	..	..	..	2	..	..	2	..	..	..	1	..	..	1	14
Lead	..	..	..	..	..	2	..	..	..	..	..	3	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	6
Fruit, A. K	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	1	..	..	5
Live Stock	1	2	..	..	..	..	2	3	..	1	..	1	..	..	..	1	..	..	..	2	..	1	..	1	..	5	1	..	..	1	22
P. H. P	..	..	2	..	..	1	1	..	..	4	..	..	..	..	..	..	..	..	..	..	10	..	..	..	..	..	..	..	..	..	18
Lumber & Wood	3	1	1	1	2	3	1	3	2	3	7	3	6	5	5	9	2	6	8	..	4	3	8	2	8	1	4	4	2	1	103
Powder	1	1	..	..	2	..	1	1	..	2	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	11
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sand	..	..	1	..	..	..	..	..	..	3	4	2	..	4	1	4	..	..	5	3	7	1	4	..	..	5	2	..	..	9	..	55
Ice	8	5	4	6	6	8	7	7	7	5	2	4	5	2	1	2	4	3	3	3	3	2	2	2	3	2	1	2	2	..	111
Sugar, Molas	..	1	1	1	..	..	..	..	..	2	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	1	8
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	1	1	5	11
Mdse	1	1	1	..	..	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	..	1	2	1	1	1	1	28
Miscel	7	5	1	3	4	1	7	5	1	7	3	3	4	5	3	5	4	3	8	5	1	1	8	3	5	4	3	3	5	5	122
Total	66	56	31	45	44	50	54	62	59	46	43	73	78	52	70	72	55	91	82	90	131	106	100	65	84	64	77	86	87	87	2106

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	30	23	30	53	27	20	24	75	27	57	21	26	27	87	84	57	48	26	22	21	23	17	17	17	25	20	19	27	43	..	18	1011
Wheat	4	..	9	5	6	2	1	14	1	8	..	..	15	1	...	5	5	8	2	1	8	6	3	3	3	4	3	5	1	1	19	143
Flour & Meal	..	..	..	1	..	..	..	1	..	..	1	..	..	..	..	..	1	2	2	2	..	6	..	3	..	1	4	..	4	2	..	30
Bran, M. S. Feed	..	6	..	..	1	9	3	3	..	..	3	2	..	..	3	3	1	..	..	1	..	2	5	2	1	..	..	..	3	..	1	49
Agl. Imps. Mchy	..	..	..	2	..	..	..	..	1	..	..	1	..	..	..	..	1	..	..	..	..	1	..	..	..	2	..	..	..	..	..	8
Iron: Steel: A. K.	3	2	10	4	5	..	6	3	3	2	3	..	3	3	3	1	2	1	3	1	2	4	2	3	4	2	3	4	3	2	6	93
Coal	14	21	15	22	35	51	32	13	32	25	39	40	17	33	25	21	34	27	28	39	17	22	47	15	28	36	27	30	19	36	21	861
Coke	3	3	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	2	2	1	3	..	3	3	3	..	1	..	..	25
Brick	..	3	2	4	1	..	3	..	..	1	3	1	1	2	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	23
Cement: Lime	..	..	..	..	..	..	1	2	1	..	..	..	1	..	2	4	6	7	..	6	..	1	3	1	2	2	2	..	6	3	2	52
Glass: Bottles	..	2	2	3	3	3	3	1	3	3	3	2	5	4	..	3	4	3	4	2	7	..	4	4	2	2	5	..	1	1	4	83
Hay; Straw	..	..	..	..	..	..	3	1	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2	3	..	3	..	1	15
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit: A. K.	..	1	1	..	1	1	..	..	..	..	..	1	1	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	8
Live Stock	..	2	1	1	1	..	1	3	..	1	3	..	..	1	..	..	1	1	3	2	..	1	..	1	..	..	1	..	..	..	..	24
P. H. P.	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	2	..	..	..	2	..	1	..	..	..	..	..	..	..	7
Lumber & Wood	..	9	2	2	7	3	2	1	7	2	1	2	4	1	..	4	1	..	3	4	..	1	2	3	1	1	..	3	1	2	2	71
Powder	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	4
Hides	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	2	2	5	2	..	7	..	6	1	..	..	8	7	4	5	1	5	7	2	5	..	1	7	6	2	3	4	..	..	7	1	100
Ice	..	2	..	1	1	1	1	..	2	1	1	3	5	4	4	4	2	2	4	2	1	2	1	2	2	2	..	..	..	1	..	51
Sugar: Molasses	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	1	..	..	2	..	..	..	..	..	..	..	1	1	1	9
Ties	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3	..	..	6
Merchandise	1	..	1	1	1	1	1	1	..	1	1	1	2	1	1	..	1	1	1	1	1	1	..	1	1	1	1	1	1	..	1	27
Miscellaneous	1	14	4	4	5	5	4	4	1	5	5	6	9	7	..	4	6	7	7	3	9	12	10	10	4	12	9	5	8	5	9	194
Totals	59	90	82	106	94	104	86	128	79	107	86	95	97	148	127	107	120	96	81	92	73	81	104	72	79	94	85	78	95	61	88	2894

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	11	10	7	8	21	27	..	7	..	10	..	19	1	24	..	25	..	..	..	14	11	10	3	9	9	16	1	6	4	13	266
Wheat	6	3	8	..	3	3	2	..	5	2	3	1	1	3	1	...	2	6	..	..	12	..	3	...	..	4	..	1	1	1	70
Flour & Meal	1	1	1	5	5	6	6	1	..	4	..	..	..	2	..	2	..	1	..	1	2	..	1	6	4	5	4	1	..	..	59
Bran, M. S. Feed	2	..	1	2	5	..	..	1	..	..	..	3	..	1	..	..	..	..	..	1	3	1	..	1	1	2	6	1	2	1	34
Agl. Imps. Mchy	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	2	1	1	..	..	..	..	..	..	..	..	..	6
Iron; Steel: A. K.	3	6	4	6	6	4	1	4	..	4	..	10	..	..	..	7	..	9	..	2	2	1	..	6	5	8	12	3	1	1	105
Coal	23	7	39	51	25	30	7	50	25	34	52	21	39	25	30	41	5	46	9	41	43	31	63	113	20	73	48	44	33	40	1108
Coke	1	2	..	1	3	1	..	2	..	3	2	5	..	2	..	1	2	1	..	3	4	..	1	2	2	1	3	..	..	1	43
Brick	2	..	..	1	..	1	..	..	..	1	2	1	..	2	..	..	1	2	..	1	..	..	..	..	1	1	..	1	..	..	17
Cement; Lime	1	1	..	..	2	9	..	5	1	9	1	4	..	15	..	3	1	4	..	3	2	2	..	3	5	4	1	7	..	..	83
Glass: Bottles	3	3	2	2	1	4	4	1	4	4	4	4	1	3	1	1	3	4	..	2	3	4	5	3	2	6	3	3	2	3	85
Hay; Straw	1	..	1	1	..	..	..	..	..	..	..	..	..	..	1	..	..	2	..	..	..	..	1	..	..	..	1	..	1	..	9
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Fruit: A. K.	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Live Stock	1	1	1	..	..	..	..	2	1	..	..	4	..	1	3	1	..	..	..	..	1	1	1	2	..	..	..	..	..	..	21
P. H. P.	..	1	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	4	1	..	..	..	..	..	8
Lumber & Wood	4	3	5	5	1	3	..	4	..	3	2	3	1	..	2	1	2	1	2	3	..	8	3	1	6	1	2	5	2	75
Powder	..	2	..	..	1	1	..	..	..	..	1	..	..	..	1	2	..	..	1	..	..	..	..	..	..	1	..	..	..	1	11
Stone	..	..	..	..	2	1	..	1	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	7
Sand	6	..	10	4	..	4	6	10	4	8	8	..	3	7	3	5	5	4	8	..	5	5	1	1	..	10	5	2	7	..	131
Ice	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sugar: Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	1	..	2	..	..	1	..	6
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	6	1	..	..	..	..	5	4	..	..	..	..	..	1	..	20
Merchandise	1	1	1	1	1	..	1	1	1	1	1	1	1	1	1	1	1	2	1	..	1	1	2	..	1	1	..	1	1	1	28
Miscellaneous	4	3	11	4	7	8	2	4	1	5	3	7	3	8	..	7	..	5	2	3	8	9	5	8	7	8	11	5	7	6	161
Total	71	45	92	92	83	102	29	94	42	90	79	82	52	98	44	104	22	89	22	75	102	72	98	162	59	148	97	77	67	70	2359

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total.
Coarse Grain	5	14	20	5	10	14	11	7	24	15	5	28	21	21	7	15	19	9	4	12	10	6	10	9	8	11	18	12	8	9	14	381
Wheat	1	4	3	1	..	..	..	..	2	2	1	1	..	2	3	1	1	2	..	..	..	2	1	2	..	..	..	4	3	..	4	4	44
Flour and Meal	..	..	1	..	1	1	..	6	..	..	2	2	1	..	..	4	..	4	3	1	1	..	2	3	..	1	2	1	1	1	..	38
Bran, M. S. Feed	..	..	2	..	..	..	1	1	..	..	2	..	1	..	..	2	1	3	1	..	1	1	1	..	..	..	1	..	..	1	..	19
Agl. Imps. Mchy	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	1	2	..	6
Iron: Steel: A. K	12	9	9	6	3	11	11	6	11	6	2	5	4	2	6	..	1	4	2	4	3	2	4	2	5	4	2	..	10	2	8	156
Coke	1	1	5	1	..	1	3	1	..	..	1	1	2	..	1	4	2	..	..	1	..	1	..	1	..	..	1	1	2	3	..	34
Coal	27	53	11	22	17	37	5	23	42	10	31	20	16	8	31	28	11	35	22	38	37	8	23	28	8	33	20	24	16	33	13	730
Brick	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	3
Cement, Lime	..	..	4	4	5	3	..	1	2	1	..	..	..	4	..	1	2	1	2	..	..	..	..	..	..	1	..	..	1	..	..	32
Glass: Bottles	10	2	..	8	1	4	4	4	5	..	2	6	1	4	5	3	..	3	5	1	6	4	3	..	..	6	4	3	2	7	1	104
Hay Straw	..	..	1	2	..	1	..	1	1	3	2	..	1	4	3	1	1	..	..	2	1	2	..	..	..	5	..	2	..	1	..	35
Lead	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	1	1	..	..	..	..	4
Live Stock	..	..	2	..	1	1	..	..	..	..	2	1	..	..	1	..	..	..	3	..	1	..	..	..	..	3	2	1	2	2	..	22
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Lumber & Wood	6	2	..	12	1	..	4	..	4	..	1	4	8	7	2	14	1	7	18	..	6	4	1	..	2	16	2	3	3	1	2	131
Powder	2	..	1	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	1	..	..	..	..	..	1	1	..	9
Stone	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	1	..	1	..	..	..	..	..	..	..	..	4
Sand	..	17	..	10	..	10	..	..	3	10	5	..	3	7	..	3	10	..	11	4	..	1	..	..	3	6	2	..	..	..	..	105
Sugar: Molasses	..	..	..	1	1	1	..	1	..	..	..	1	2	..	1	..	..	1	1	2	..	..	..	..	..	1	..	1	..	1	1	16
Ties	..	1	..	..	..	..	..	..	14	1	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	18
Merchandise	1	2	1	..	1	2	1	3	1	1	..	1	1	1	1	1	1	1	1	1	1	1	1	3	..	..	1	1	2	1	1	34
Miscellaneous	9	7	3	1	4	8	7	7	4	7	3	1	6	4	1	5	7	3	2	4	5	4	8	6	3	7	3	9	6	6	8	158
Totals	74	113	63	73	46	96	48	61	96	62	65	77	66	61	69	79	84	62	81	76	38	57	55	26	92	67	64	55	76	52		2088

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	8	18	16	20	25	22	19	27	27	24	27	26	55	75	2	28	27	25	27	53	25	20	28	15	25	21	45	47	40	26	46	889
Wheat	1	..	..	4	..	1	1	..	2	2	1	1	1	1	..	..	..	6	1	1	1	3	1	2	4	..	5	..	..	3	5	47
Flour and Meal	..	..	4	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	1	3	..	..	2	..	1	2	4	20
Bran, M. S. Feed	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	1	1	2	..	1	..	2	10
Agl. Imps. Mchy.	..	..	..	1	..	..	..	..	1	..	..	1	..	..	2	1	1	1	..	..	..	1	..	..	..	..	..	..	1	1	..	11
Iron :Steel, A. K.	4	2	2	5	2	2	2	3	1	4	4	2	3	4	..	1	1	2	..	3	3	4	1	2	6	3	2	..	4	..	5	77
Coal	13	23	12	10	9	17	4	38	9	16	22	43	38	30	16	36	22	31	34	38	21	13	15	38	17	20	21	5	15	10	16	655
Coke	1	2	..	..	1	..	1	..	2	..	3	1	1	..	1	..	2	1	2	1	..	..	..	2	1	1	1	..	..	..	1	25
Brick	1	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Cement, Lime	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	1	4
Glass, bottles	..	8	4	2	2	8	..	3	4	4	2	4	5	..	4	5	4	3	10	4	..	2	3	3	3	5	3	..	2	2	4	103
Hay; Straw	1	6	..	2	2	2	1	1	1	..	2	..	1	1	..	..	..	..	1	..	..	..	..	..	..	..	..	3	2	..	3	29
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, all kinds	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	2	5
Live Stock	..	2	..	..	1	1	..	..	2	1	1	..	4	..	..	..	..	..	1	1	1	..	..	1	..	1	..	..	2	..	4	23
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	9	10
Lumber and wood	..	8	5	5	..	8	5	2	2	4	1	2	2	2	3	3	3	..	..	..	2	4	1	2	..	4	3	1	6	3	1	82
Powder	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	2	1	..	6
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	..	..	4	2	3	6	2	3	9	3	5	1	6	..	6	..	1	..	9	12	..	6	..	6	..	4	3	1	13	4	5	114
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar: Molas.	..	3	..	..	..	3	..	2	5	1	3	..	6	..	2	..	..	..	..	5	..	1	..	1	..	..	1	..	2	1	2	38
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1
Merchandise	1	1	1	1	1	1	1	..	2	1	1	1	1	2	..	1	1	2	3	2	1	3	2	1	1	1	1	1	1	1	1	38
Miscl.	4	5	7	9	2	4	3	4	5	12	5	3	7	2	8	11	6	8	8	3	6	3	4	11	8	7	5	3	3	6	9	181
Total	34	79	55	63	50	75	39	83	70	74	77	86	127	122	44	86	69	83	99	124	60	60	56	89	66	69	94	62	96	60	120	2371

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	45	49	26	51	48	51	26	45	70	48	25	24	26	20	23	39	15	19	26	20	4	24	23	9	25	33	29	..	843
Wheat	..	1	7	..	..	..	1	1	2	2	1	9	1	1	4	1	2	3	..	4	1	2	3	1	..	2	2	..	31
Flour and Meal	..	1	..	1	3	1	..	6	2	2	..	3	1	..	4	1	2	3	..	4	1	2	3	1	..	2	2	..	51
Bran, M. S. Feed	1	1	..	..	1	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	1	3	1	2	..	..	..	12
Agl. Imp. Mchy.	1	..	..	2	..	2	2	2	..	..	..	3	3	..	1	1	2	..	1	1	..	1	..	..	..	1	..	..	23
Iron; Steel, A. K.	..	1	..	3	1	2	1	3	7	1	1	3	..	..	1	..	1	..	4	1	1	4	1	2	7	1	6	..	52
Coal	25	10	19	7	9	14	22	23	14	17	20	5	19	15	21	35	18	17	17	24	21	24	45	12	22	32	15	6	528
Coke	1	..	1	..	..	..	..	4	..	1	1	..	..	2	..	8	1	..	..	..	..	3	1	1	..	..	..	..	24
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1
Cement, Lime	..	..	..	1	..	1	..	2	..	3	1	..	..	1	..	..	..	..	..	4	..	1	1	..	..	..	1	..	16
Glass; Bottles	3	5	2	..	3	1	1	5	6	2	..	2	5	2	5	4	4	..	4	1	6	2	3	2	..	4	2	1	75
Hay, Straw	..	1	1	2	2	..	2	..	3	2	1	..	..	1	..	..	1	1	..	1	2	..	2	..	1	1	..	..	24
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, all kinds	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Live Stock	1	..	..	1	3	4	1	1	..	..	..	..	..	1	1	4	1	1	1	1	..	..	..	3	3	5	19	..	51
P. H. P.	..	..	..	..	..	2	..	..	3	1	..	..	..	..	..	..	3	1	..	..	1	..	..	4	..	..	..	..	15
Lumber and Wood	7	2	2	7	8	6	2	2	1	6	2	4	5	2	..	4	3	2	2	7	1	6	2	4	4	2	2	..	95
Powder	..	..	1	..	..	..	..	..	..	1	1	1	..	..	1	..	1	..	1	..	..	..	..	..	2	..	..	..	9
Stone	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	9	..	..	12
Sand	9	4	4	..	5	7	3	6	2	5	..	3	6	..	14	..	14	..	..	8	5	10	1	..	..	..	3	3	112
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	10	..	..	11
Sugar; Mols	..	..	..	..	3	3	..	..	1	..	..	1	..	..	5	..	2	..	..	..	..	3	..	1	..	2	..	..	..	21
Ties	..	1	..	4	1	5	13	1	8	4	5	1	10	..	1	16	7	9	8	..	..	2	12	5	7	18	2	..	140
Mdse	1	1	2	..	1	2	1	1	1	2	1	..	1	1	1	1	2	1	1	1	1	1	..	1	1	1	1	1	29
Miscel.	2	14	8	11	13	5	12	2	7	6	2	6	1	4	2	6	2	5	5	4	8	7	4	10	11	7	6	..	170
Totals	96	90	73	90	102	106	87	105	127	105	62	65	78	51	80	121	79	62	71	81	55	89	102	56	88	126	90	11	2348

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	21	20	23	..	5	6	10	18	22	10	16	1	4	9	21	8	11	9	14	17	23	17	23	24	24	28	24	19	21	22	470
Wheat	..	3	2	2	..	2	..	..	4	3	..	7	5	3	3	1	..	..	2	4	5	..	4	..	1	..	1	4	1	10	4	71
Flour and Meal	1	..	2	1	..	..	2	..	1	...	5	1	1	13	..	..	..	5	..	1	1	1	1	1	1	..	2	3	3	3	..	49
Bran, M. S. Feed	..	..	1	1	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	1	..	1	1	2	..	1	..	..	..	1	11
Agl. Imps. Machy	..	..	2	..	3	..	..	1	..	..	1	..	..	..	..	..	2	..	..	2	1	..	1	1	1	..	..	..	..	..	2	17
Iron; Steel, A. K.	..	2	5	3	1	4	7	10	..	6	2	4	3	4	3	1	6	..	4	1	2	2	5	4	1	1	2	..	5	5	1	94
Coal	16	11	37	4	12	15	21	14	33	48	5	7	21	27	29	17	14	2	16	12	14	18	15	4	6	22	10	22	18	20	32	542
Coke	..	..	..	..	..	..	4	..	..	..	1	..	1	1	..	4	..	..	1	2	..	..	4	1	..	..	..	..	..	..	1	20
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	1	3
Cement; Lime	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	1	1	..	4	..	1	3	..	..	..	..	..	12
Glass; Bottles	5	4	6	..	2	3	3	5	3	3	..	1	5	3	8	1	3	3	5	3	7	4	1	6	..	1	1	3	6	2	5	102
Hay; Straw	..	3	2	..	1	..	1	..	1	...	4	1	..	2	2	..	1	2	..	1	1	..	1	..	1	1	2	1	3	..	3	34
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, all kinds	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	2	..	..	..	..	..	..	6
Live Stock	..	..	2	1	..	2	..	1	2	1	3	..	..	2	..	..	1	..	..	..	6	..	..	..	..	1	..	1	2	..	..	25
P. H. P.	..	..	..	..	..	..	..	..	..	..	1	..	..	7	..	2	..	..	..	2	..	..	..	..	..	..	..	..	3	..	2	17
Lumber & Wood	2	4	8	8	3	4	2	4	5	2	1	2	2	2	2	8	4	2	4	8	3	13	2	6	5	1	6	4	7	3	3	130
Powder	..	..	3	1	..	..	..	..	1	1	..	..	1	..	..	..	..	..	1	..	1	..	3	..	1	1	..	..	1	..	2	17
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	1	..	..	..	..	..	..	3
Sand	2	..	6	..	..	3	5	..	..	10	..	10	6	4	1	10	..	..	10	5	6	2	6	5	1	3	5	6	5	5	4	120
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar; Molas.	..	..	4	..	6	..	..	1	2	1	3	2	5	..	..	..	4	1	5	1	..	..	1	7	7	2	6	2	3	3	1	67
Ties	..	..	27	1	7	36	6	10	6	40	16	7	..	4	..	1	..	1	2	..	..	..	..	..	..	..	..	..	..	..	..	164
Mdse	1	1	3	1	2	1	..	1	1	2	..	1	1	1	1	2	2	2	1	2	2	2	2	2	2	2	2	1	2	2	3	48
Miscel.	9	14	11	8	3	6	3	5	6	5	2	11	11	3	3	9	2	8	4	7	3	7	4	4	2	..	5	3	5	3	5	171
Totals	36	63	141	56	40	81	60	62	83	144	54	70	63	81	62	77	47	37	69	66	72	73	72	65	59	62	72	74	83	77	92	2193

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	26	21	17	24	27	24	32	24	24	24	63	23	52	102	79	53	53	134	26	28	28	28	27	24	25	5	10	18	23	8	1052
Wheat	1	4	1	11	4	..	2	..	1	2	6	1	2	5	1	2	3	1	1	1	3	..	..	4	..	2	..	1	..	3	62
Flour and Meal	2	5	..	2	..	..	1	1	..	2	13	2	1	4	...	1	...	1	..	..	1	..	..	..	..	..	4	..	..	..	40
Bran, M. S. Feed	1	1	1	1	..	1	..	..	..	..	2	..	..	1	3	..	2	1	..	..	..	..	..	..	..	1	2	1	..	..	18
Agl. Impts. Mchy	..	1	..	..	..	1	2	..	..	1	...	1	..	..	..	1	3	1	..	..	..	..	..	1	..	..	2	1	..	1	16
Iron, Steel, A. K	..	3	3	3	2	2	4	3	1	3	2	..	4	3	2	3	2	3	8	1	3	2	2	..	3	3	4	3	..	2	74
Coal	..	3	9	6	5	2	3	5	14	5	7	7	8	3	5	2	10	8	9	4	1	..	6	9	3	1	4	5	2	2	148
Coke	2	1	1	3	1	4	..	1	..	..	1	1	..	..	..	..	..	1	..	1	1	..	..	..	2	2	1	..	..	2	25
Brick	..	..	1	2	..	1	1	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	9
Cement, Lime	1	..	..	..	..	..	..	..	1	..	..	..	3	..	1	1	1	3	..	..	5	2	..	1	2	1	..	1	..	..	23
Glass, Bottles	..	6	7	4	4	4	8	1	3	4	3	2	8	2	..	5	3	1	4	3	5	1	5	1	5	5	4	5	1	4	108
Hay, Straw	..	4	1	..	2	3	2	4	3	..	6	2	3	3	2	2	2	1	..	..	1	1	1	..	..	1	1	3	..	..	48
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Live Stock	..	..	..	..	2	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	2	1	..	..	..	..	7
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	1	..	3	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	5
Lumber and Wood	4	1	4	3	6	3	1	..	7	7	3	6	2	5	1	3	3	3	2	2	7	3	2	2	3	..	2	7	4	3	99
Powder	1	..	..	..	..	..	..	..	..	..	1	..	1	1	..	..	2	..	..	..	1	..	..	..	..	..	1	..	..	..	8
Stone	..	..	..	..	1	..	..	..	1	..	..	2	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	6
Sand	..	12	3	6	6	3	6	..	6	..	13	7	..	17	...	8	7	5	7	..	6	..	7	4	6	6	2	6	..	4	147
Ice	1	..	..	..	..	..	..	..	1	..	..	..	3	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sugar, Molasses	5	5	4	..	..	9	..	5	2	..	1	2	3	3	...	5	5	1	5	2	..	1	..	..	..	..	..	..	..	2	60
Ties	..	..	..	3	5	11	3	10	2	..	..	..	..	..	6	..	..	..	..	1	4	6	..	1	2	..	7	1	4	5	71
Merchandise	2	2	..	3	3	2	3	2	..	2	4	1	1	1	2	..	1	1	2	1	1	1	..	1	1	1	1	2	2	1	44
Miscellaneous	2	7	7	6	1	..	9	4	3	6	6	14	6	5	4	2	5	2	6	4	..	15	3	9	4	5	3	2	2	14	156
Totals	47	76	59	79	67	72	77	60	69	57	131	72	94	158	106	88	102	168	70	48	68	61	56	57	58	34	48	56	39	51	2228

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	8	2	12	20	22	15	8	4	13	11	8	22	7	21	14	14	8	19	7	7	15	18	7	5	2	14	13	16	10	11	5	358
Wheat	..	1	..	4	1	4	3	2	..	3	1	2	..	3	6	4	..	1	..	..	5	5	3	6	8	3	..	2	7	1	1	76
Flour and Meal.....	..	2	2	..	..	..	..	..	..	..	..	..	..	..	3	5	..	..	1	..	..	..	1	..	1	1	1	..	..	1	1	19
Bran, M. S. Feed.....	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	..	3	..	..	..	..	1	1	1	2	..	..	..	11
Agl. Imps., Machy....	..	..	1	..	..	..	1	..	1	1	..	1	..	..	..	1	..	1	..	3	1	..	1	1	3	1	..	1	1	..	6	25
Iron, Steel, A. K.....	2	1	6	2	2	3	5	4	5	2	..	5	9	8	7	2	2	3	4	10	5	8	10	3	5	6	6	6	5	6	2	144
Coal	3	2	4	4	1	1	3	2	4	1	1	5	..	5	4	4	3	1	2	1	3	..	3	4	2	3	1	6	1	1	..	76
Coke	..	3	2	1	3	..	..	..	2	3	1	1	..	..	..	..	3	..	..	..	..	1	1	..	..	..	..	..	..	..	..	21
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Cement, Lime	2	2	..	1	3	1	1	2	1	2	..	2	1	4	4	6	..	..	1	2	4	1	3	1	1	2	3	4	..	1	..	55
Glass Bottles	4	7	5	3	6	1	3	5	3	3	5	5	..	2	4	2	5	5	..	2	7	2	6	3	4	6	..	..	2	1	7	108
Hay, Straw	1	2	1	1	2	6	5	..	2	5	2	4	4	4	2	..	..	2	2	..	..	3	1	3	2	3	4	..	2	2	2	67
Lead	..	..	..	..	..	..	1	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Fruit, A. K.....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Live Stock	1	1	..	..	..	1	..	3	2	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	11
P. H. P.....	..	..	..	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	1	..	..	..	..	..	8
Lumber and Wood....	..	2	3	1	2	3	4	2	6	2	3	5	11	5	2	1	5	2	7	3	8	10	2	6	4	7	..	7	2	2	4	121
Powder	1	..	1	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2	..	..	..	8
Stone	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	3
Sand	3	6	6	7	5	..	6	7	4	4	7	5	..	2	7	4	5	6	5	..	4	7	3	5	5	6	..	6	5	..	6	136
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Sugar, Molasses	10	12	5	12	1	4	7	7	6	6	2	..	1	4	..	..	..	3	..	1	1	..	3	1	5	1	..	1	1	..	..	94
Ties	1	1	1	..	..	7	3	11	34	4	19	17	33	12	44	19	17	13	11	2	10	5	15	13	3	9	17	16	15	9	5	366
Merchandise	1	1	2	1	1	1	1	1	1	2	1	1	1	1	2	1	2	1	1	1	1	2	1	1	2	1	1	2	1	1	..	37
Miscellaneous	3	5	4	3	4	5	7	3	9	6	7	6	4	7	3	11	7	9	6	6	6	7	7	4	7	2	5	10	21	7	4	195
Total	40	50	55	60	55	52	58	57	93	56	61	82	71	79	104	75	57	66	47	41	70	69	67	57	58	67	52	79	76	44	44	1942

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	7	7	15	15	10	28	17	8	19	26	22	19	19	19	23	27	27	23	27	25	28	24	25	27	26	29	29	28	27	26	652
Wheat	5	1	1	9	2	4	..	1	2	..	2	5	5	2	7	1	4	4	3	6	1	4	5	1	6	2	4	2	1	2	92
Flour and Meal	3	..	..	..	..	..	1	2	..	..	..	..	..	..	..	2	..	..	1	..	..	3	1	2	..	..	..	1	..	..		16
Bran, M. S. Feed	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	2	..	..	..	..	..		5
Agl. Imps., Machy	1	..	1	..	..	..	..	1	1	1	..	1	..	..	1	..	2	1	3	1	1	1	1	..	..	..	2	1	3	2	25
Iron, Steel, A. K	2	11	11	2	5	9	13	7	4	1	3	11	10	10	7	7	3	8	6	4	3	3	2	1	4	2	3	3	4	5	164
Coal	2	1	1	4	1	1	2	3	..	1	1	4	6	5	1	6	8	5	2	6	3	4	2	..	4	1	4	6	7	15	106
Coke	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	1	..	..	..	1	1	..	3	9
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	2
Cement, Lime	..	2	..	..	..	..	..	2	..	..	..	1	..	10	2	1	2	2	1	3	3	1	1	2	1	1	2	1	1	2	40
Glass, Bottles	4	4	..	5	4	5	4	6	4	..	6	6	2	2	1	4	..	6	3	4	4	7	1	..	2	5	7	2	5	4	107
Hay, Straw	3	6	1	2	6	2	5	2	5	1	2	3	2	2	3	2	1	3	2	..	1	1	4	2	..	1	..	1	3	2	68
Lead	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	3
Fruit, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	....
Live Stock	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
P. H. P.	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Lumber and Wood	7	1	3	3	3	1	3	1	2	2	3	3	4	1	1	4	4	3	4	2	2	2	2	4	4	4	5	3	2	2	85
Powder	..	1	..	..	..	..	..	1	..	1	..	1	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	6
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	2
Sand	..	2	..	10	3	2	..	6	10	..	2	..	5	7	4	3	..	4	2	..	..	5	1	3	..	..	4	3	2	4	82
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Sugar, Molasses	6	1	..	4	1	1	1	1	..	..	2	1	..	..	..	..	..	1	2	1	..	..	..	1	1	1	2	..	1	..	29
Ties	18	22	18	10	17	3	1	2	..	..	1	1	..	..	2	..	1	..	..	..	..	8	5	..	..	..	..	..	..	..	109
Merchandise	1	1	1	1	2	2	1	1	1	1	..	1	1	2	1	1	1	1	1	3	1	2	2	1	3	1	1	1	1	1	38
Miscellaneous	4	6	1	6	2	3	1	12	9	3	14	2	7	2	6	5	4	3	6	4	2	6	4	7	11	7	3	5	5	6	156
Totals	64	66	53	74	56	62	49	55	59	38	58	59	62	62	59	63	59	66	63	59	51	72	58	51	64	55	67	60	62	75	1801

JULY, 1900.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	18	16	23	25	23	25	29	26	24	26	1	36	7	15	6	16	4	16	16	24	19	27	26	18	30	24	28	29	28	25	27	657
Wheat	..	1	2	..	5	3	3	3	6	6	4	5	10	7	8	6	9	4	8	5	2	..	1	5	2	..	11	5	5	2	11	139
Flour and Meal	..	12	..	1	..	1	..	..	..	1	..	..	..	..	..	..	2	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	19
Bran, M. S. Feed	1	..	..	..	..	..	1	..	1	3	..	1	..	..	..	3	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	12
Agl. Imps. Mchy.	1	2	1	1	2	2	..	..	1	1	..	..	..	..	..	1	2	..	..	..	..	1	3	2	1	..	..	1	..	2	1	1	26
Iron; Steel, A. K.	4	3	8	9	6	1	1	..	5	5	2	1	6	..	6	2	1	2	2	7	3	4	5	1	2	1	4	2	7	1	3	104
Coal	2	8	7	4	2	7	9	1	4	6	8	2	5	9	6	3	10	7	5	8	1	1	18	3	13	21	9	17	12	2	6	216
Coke	..	..	1	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	7
Brick	..	..	2	..	..	..	..	1	..	1	3	..	2	1	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	12
Cement; Lime	1	4	2	..	2	1	2	..	2	1	..	..	..	..	..	..	2	..	3	..	..	1	2	3	..	..	..	2	1	6	3	38
Glass; Bottles	..	5	3	..	2	8	2	..	2	7	3	2	1	2	..	2	2	1	2	2	1	..	1	1	1	1	3	1	..	3	2	60
Hay; Straw	5	..	2	4	..	2	1	..	..	2	1	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	20
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, all kinds	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Live Stock	2	..	..	..	..	..	2	..	..	..	29	19	23	8	21	..	..	..	11	..	..	..	..	..	..	..	..	1	..	..	..	116
P. H. P.	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	3	..	..	..	..	..	..	..	6
Lumber & Wood	1	2	2	1	3	4	4	2	2	2	1	3	..	4	3	5	1	2	..	5	..	2	2	2	2	1	2	..	1	5	1	65
Powder	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	1	..	..	..	..	1	2	1	2	..	..	..	9
Stone	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	4
Sand	..	2	2	..	3	1	..	..	3	1	..	..	7	..	..	1	2	..	..	1	1	..	..	..	3	..	..	..	..	4	3	34
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	2	3
Sugar; Molas.	..	..	..	..	..	1	..	1	1	..	..	..	..	..	..	..	2	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	8
Ties	..	..	6	1	3	..	2	9	6	9	12	7	16	2	13	40	4	5	46	3	21	12	27	19	9	..	38	3	8	16	2	339
Mdse	1	4	..	1	..	1	1	1	..	1	2	1	1	1	1	2	1	2	1	2	2	1	1	1	1	1	1	1	1	..	1	35
Miscel.	2	8	6	1	11	1	3	4	3	4	6	2	3	5	1	2	4	3	3	4	5	5	11	4	2	9	6	7	1	2	18	146
Totals	38	67	68	49	62	60	60	48	60	77	72	79	82	55	65	83	48	43	102	62	58	59	98	63	65	60	105	69	69	68	81	2075

AUGUST, 1900.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	25	23	24	28	48	25	20	19	12	15	18	29	13	14	9	21	6	9	12	16	5	10	6	16	15	20	15	20	22	15	16	546
Wheat	18	11	7	12	..	11	15	11	6	3	4	..	11	3	1	..	..	10	..	..	..	..	2	..	..	..	1	1	1	..	..	128
Flour & Meal	..	1	..	..	..	..	1	..	..	1	..	..	..	1	..	..	..	..	..	..	2	..	5	7	1	1	4	3	..	1	..	28
Bran, M. S. Feed	..	..	..	..	..	..	2	..	2	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	1	..	1	..	..	3	..	11
Agl. Imps. Mchy	..	1	..	..	1	2	1	1	..	1	1	1	..	3	1	..	1	..	..	..	..	1	..	1	..	2	..	..	..	..	2	20
Iron: Steel: A. K	4	2	..	9	3	4	4	..	4	1	3	3	1	5	2	4	2	4	4	1	4	8	5	6	4	4	2	4	1	1	1	100
Coal	3	19	12	3	1	6	8	14	4	10	15	16	3	8	12	14	14	4	4	6	1	8	10	11	9	5	10	10	10	17	17	284
Coke	..	..	1	4	..	..	..	..	..	1	..	..	..	..	..	1	2	1	3	2	1	..	2	1	1	1	..	1	1	..	..	23
Brick	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	3	..	..	..	..	..	2	..	..	..	..	1	1	..	1	..	9
Cement; Lime	3	1	9	1	1	1	3	2	..	..	1	1	1	1	2	..	4	..	2	2	1	1	2	1	1	1	1	2	..	..	2	47
Glass: Bottles	..	2	3	2	..	2	2	1	1	1	1	..	..	2	2	1	2	..	..	3	2	1	2	2	..	..	1	2	1	2	2	40
Hay; Straw	..	..	1	2	1	2	2	1	5	..	5	1	3	1	4	2	1	..	1	..	1	3	..	2	..	4	..	1	3	..	3	49
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Fruit; A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Live Stock	1	..	1	..	7	..	..	..	..	..	1	..	..	..	2	..	..	1	..	..	2	5	..	..	..	..	..	3	..	..	9	32
P. H. P.	..	..	..	..	..	..	..	..	1	..	1	..	1	2	..	..	1	..	..	..	1	2	..	..	..	..	..	..	2	..	..	11
Lumber & Wood	5	..	3	5	2	6	1	5	3	2	7	2	3	2	7	7	4	7	3	6	4	4	3	4	3	4	4	2	3	1	7	119
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	2	..	1	1	..	1	1	..	..	..	..	1	..	2	..	..	10
Stone	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	4	3	2	..	..	7	..	..	..	5	2	..	4	3	..	..	7	..	..	8	..	4	..	..	..	..	8	..	..	..	..	57
Ice	..	..	..	..	..	1	..	..	1	..	1	..	..	1	..	..	..	1	..	1	1	1	..	..	..	1	..	1	..	1	..	11
Sugar: Molasses	..	..	..	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10	..	..	..	1	15
Ties	2	8	2	..	11	14	10	..	13	10	6	3	17	22	4	6	2	2	14	1	6	..	5	8	13	1	1	7	4	4	11	207
Merchandise	1	1	5	1	1	1	1	1	1	1	2	1	2	2	2	2	3	2	1	..	2	1	2	1	2	2	..	1	1	1	1	45
Miscellaneous	7	7	8	2	3	4	5	2	6	7	5	3	2	2	2	10	5	8	1	5	3	4	3	8	1	2	11	7	6	5	7	151
Totals	73	79	78	69	79	86	75	61	59	59	73	60	62	72	51	73	53	52	46	51	38	56	47	68	52	47	72	65	58	51	79	1944

SEPTEMBER, 1900.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	20	15	7	23	14	22	16	6	19	15	23	22	14	18	22	18	28	22	12	11	3	14	21	22	21	22	22	15	18	20	525
Wheat	3	2	2	7	4	3	2	2	5	12	6	12	4	..	2	5	2	2	8	..	..	2	2	4	..	1	3	9	1	5	110
Flour and Meal	2	..	7	1	2	4	1	1	1	1	4	4	2	..	..	..	1	2	1	..	4	2	1	1	..	1	1	1	3	..	48
Bran, M. S. Feed	..	..	..	..	..	..	..	1	1	1	..	..	..	..	1	..	..	2	..	..	..	..	..	..	1	2	1	..	2	1	13
Agl. Imps. Mchy.	2	..	..	1	..	1	2	1	1	..	..	1	..	2	..	1	2	2	..	1	3	..	..	..	..	..	..	..	..	..	25
Iron; Steel, A. K.	5	..	6	2	3	2	2	4	2	3	..	3	..	..	3	1	4	3	5	1	3	2	10	6	..	1	2	1	2	3	25
Coal	16	10	19	2	11	10	16	5	16	15	7	10	14	10	8	9	29	17	7	23	8	23	2	13	17	21	15	11	13	10	387
Coke	3	1	..	..	..	2	..	2	..	..	1	1	2	..	..	2	2	..	..	1	..	3	..	..	..	..	..	..	..	..	20
Brick	..	..	..	1	..	..	..	1	..	..	..	4	..	..	2	..	..	1	..	..	1	1	..	..	..	..	..	..	..	..	11
Cement; Lime	..	..	..	..	..	1	2	..	..	2	..	2	1	1	..	1	..	3	1	..	3	1	..	1	1	1	1	2	..	3	26
Glass; Bottles	..	..	..	3	2	2	..	2	..	4	1	1	..	2	3	..	3	1	2	1	1	2	..	2	..	1	4	2	2	..	41
Hay; Straw	2	..	..	3	1	2	3	..	2	1	1	1	1	2	5	3	..	..	3	..	..	2	4	..	2	3	2	2	..	..	45
Lead	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Fruit, all kinds	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	2	..	..	..	2	..	..	..	1	..	..	7	..	..	..	..	2	..	1	..	..	..	..	..	1	1	..	..	17
P. H. P.	..	2	..	..	..	..	2	..	..	..	..	2	1	..	..	..	..	..	..	..	..	1	..	2	..	..	..	..	1	..	11
Lumber and Wood	5	..	6	4	5	1	7	2	2	2	3	2	6	6	6	1	1	2	6	7	4	3	3	4	10	4	8	1	2	1	114
Powder	2	..	1	..	..	..	..	..	1	..	..	..	1	1	..	..	..	..	..	1	..	..	..	..	..	..	2	..	2	1	12
Stone	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	1	4
Sand	1	..	..	..	1	..	..	..	..	2	1	1	..	..	..	..	..	..	2	..	..	1	1	2	..	..	..	5	..	3	20
Ice	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sugar; Molass.	..	1	2	..	3	5	3	2	1	..	..	2	1	1	..	..	1	..	2	1	..	4	..	1	1	..	1	..	..	..	32
Ties	1	3	..	4	7	13	8	9	3	..	5	13	1	6	1	3	..	4	2	4	..	..	..	..	2	..	7	2	13	3	114
Mdse.	1	1	..	..	2	6	1	2	1	1	1	1	1	2	2	2	2	3	1	1	2	3	1	1	1	2	1	1	2	1	46
Miscel.	3	1	4	14	6	6	5	6	5	9	7	2	16	10	5	7	5	2	6	4	4	8	3	8	12	5	7	6	9	3	188
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	1	1	..	1	..	..	5
Totals	67	36	56	65	61	80	62	46	60	68	62	85	66	68	61	54	81	66	60	68	37	72	48	67	69	66	82	58	73	53	1897

OCTOBER, 1900.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	25	19	18	17	6	12	10	26	24	18	27	24	22	23	25	27	27	27	44	..	22	24	14	9	14	7	15	11	7	2	7	553
Wheat	2	5	3	1	1	1	12	1	2	1	1	1	4	1	..	1	..	..	..	..	1	..	2	5	1	..	3	1	2	2	2	58
Flour and Meal	2	1	..	1	..	1	..	..	2	..	..	1	..	1	..	1	..	..	..	1	..	..	1	1	2	..	1	1	1	1	..	19
Bran, M. S. Feed	..	..	2	1	3	1	2	..	1	1	1	..	..	..	..	..	..	..	1	..	..	..	..	1	1	1	..	1	2	2	2	23
Agl. Impts., Machy.	1	..	..	1	1	..	..	2	1	1	..	1	..	..	..	..	1	1	..	2	..	..	2	..	..	..	..	..	2	..	..	16
Iron, Steel, A. K.	1	3	1	1	7	3	6	..	1	2	2	4	2	4	7	3	2	6	6	2	3	4	3	..	8	3	3	2	..	1	1	91
Coal	18	22	27	18	27	25	24	21	25	35	21	16	8	4	22	26	37	23	14	24	23	31	25	44	32	16	19	18	22	20	26	713
Coke	..	1	2	1	1	..	..	1	..	..	2	..	1	..	1	..	..	..	1	1	1	..	..	1	1	1	1	..	..	..	..	17
Brick	..	1	1	..	..	..	..	..	..	1	1	..	2	1	..	2	..	2	1	..	..	..	..	..	1	1	..	1	..	..	..	15
Cement, Lime	1	..	..	..	..	..	1	2	..	..	1	..	..	..	..	2	1	1	..	..	1	1	..	..	..	2	1	1	1	2	1	19
Glass, Bottles	..	1	1	1	1	2	..	1	5	4	2	2	3	..	2	2	1	4	2	4	1	2	3	1	4	3	3	..	1	3	2	61
Hay, Straw	..	..	2	1	2	7	4	2	..	1	1	3	3	4	3	1	2	2	7	2	3	3	1	2	1	..	1	3	1	..	2	64
Lead	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit, A. K.	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Live Stock	..	9	1	..	5	3	..	..	..	6	..	..	..	..	..	..	1	..	2	..	..	..	..	..	2	..	..	1	..	..	1	31
P. H. P.	..	..	2	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	6
Lumber and Wood	6	6	7	7	7	3	4	4	5	4	7	6	2	5	2	7	3	2	7	7	2	2	2	..	1	6	9	8	5	6	3	145
Powder	1	..	..	..	2	..	..	..	2	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	9
Stone	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	3
Sand	1	..	6	..	6	..	3	1	5	..	..	2	..	2	2	4	10	4	..	6	..	8	..	3	3	..	..	4	7	..	3	80
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Sugar, Molasses	..	1	..	..	..	1	..	1	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	6
Ties	..	5	..	1	1	2	..	..	7	2	1	2	..	4	..	..	..	8	4	1	7	4	..	10	..	3	1	..	..	..	..	62
Merchandise	..	2	1	1	2	2	1	2	3	2	2	..	3	2	..	1	1	3	2	1	1	2	4	2	1	3	6	1	1	3	3	59
Miscellaneous	1	7	2	1	4	6	5	5	6	5	..	1	8	1	8	8	8	4	5	8	5	2	4	6	3	7	1	2	4	4	3	134
Cotton	..	..	3	..	2	..	..	..	..	..	..	1	..	..	..	..	..	..	4	..	..	1	..	..	..	..	..	5	..	..	..	16
Glycerine	..	5	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	1	..	1	..	9
Earth, W. & F. Earth	..	..	..	..	6	1	..	1	..	..	..	..	1	..	..	1	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	12
Clay	..	..	..	..	..	..	..	30	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	31
Totals	59	88	79	53	84	71	72	100	89	86	72	65	60	52	73	87	94	87	102	61	70	88	65	82	75	56	63	63	56	48	56	2256

NOVEMBER, 1900.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	7	7	..	3	1	4	..	4	..	..	1	..	1	1	..	..	1	2	4	..	3	5	3	10	10	4	4	7	4	4	90
Wheat	1	1	4	1	..	2	..	3	..	1	..	2	2	..	..	..	..	..	..	..	1	1	..	..	..	..	4	2	1	1	27
Flour and Meal	..	2	1	..	..	1	1	..	1	2	..	..	3	..	1	2	..	1	2	..	1	4	2	5	3	1	10	4	10	2	59
Bran, M. S. Feed	4	2	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	8
Agl. Imps., Machy	1	2	..	1	..	..	1	..	1	2	..	1	1	..	1	..	..	..	1	3	1	..	..	..	..	3	3	..	..	..	22
Iron, Steel, A. K	3	2	1	3	3	3	12	3	4	1	8	7	2	4	4	2	2	5	2	2	4	4	2	4	2	4	5	4	4	5	111
Coal	52	39	55	19	20	22	28	13	28	24	12	22	20	25	25	27	31	28	22	25	22	15	31	21	6	25	15	23	21	15	731
Coke	1	..	2	1	2	..	..	..	2	..	1	..	..	2	1	1	1	..	1	1	..	2	..	5	..	..	..	..	2	5	30
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Cement, Lime	2	..	1	..	1	1	..	1	2	1	..	..	..	..	..	..	2	..	1	..	1	..	..	..	..	1	..	1	1	2	18
Glass, Bottles	3	4	1	..	..	5	1	3	2	2	..	4	2	2	1	3	2	..	4	4	3	3	2	5	..	..	1	4	1	5	67
Hay, Straw	..	2	2	4	..	3	3	3	4	5	5	..	7	1	9	5	5	1	5	3	3	5	3	5	1	..	2	4	3	1	94
Lead	..	1	..	..	..	..	..	..	..	1	1	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	5
Fruit, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Live Stock	..	..	..	1	..	..	..	..	..	..	8	..	..	..	1	..	1	2	..	..	1	..	1	1	1	1	..	..	..	..	18
P. H. P	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	1	2	..	..	..	6
Lumber and Wood	2	4	5	3	2	7	4	13	1	5	1	8	2	6	2	2	4	1	3	5	5	8	1	1	3	..	2	5	2	6	113
Powder	2	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	1	1	..	..	1	..	3	..	11
Stone	2	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	6
Sand	1	4	..	1	10	..	10	..	..	8	..	..	4	5	..	6	3	..	6	8	8	..	3	7	..	4	..	..	1	2	91
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Sugar, Molasses	..	..	..	..	1	1	..	..	..	1	..	1	5	..	..	3	5	..	1	1	3	..	2	..	1	1	..	3	..	1	30
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	1	..	..	..	..	..	3
Merchandise	5	3	..	3	..	1	1	1	2	3	1	1	2	2	2	2	2	2	1	3	4	1	3	1	3	..	..	1	1	..	51
Miscellaneous	7	..	8	7	8	6	5	6	5	5	6	7	12	6	5	15	6	2	12	9	9	12	7	2	2	6	9	8	7	6	205
Cotton	..	2	2	1	..	1	4	..	1	1	..	..	..	..	2	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	16
Glycerine	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Earthen W. & F. Earth	..	..	1	..	7	1	1	2	..	..	..	..	1	..	..	..	4	..	1	..	..	1	..	..	..	..	..	..	..	1	20
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5	..	..	..	..	30	35
Totals	93	76	85	48	56	58	71	52	53	63	44	53	64	55	55	59	70	45	66	65	70	62	61	73	38	51	58	66	61	87	1869

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	2	4	16	7	7	15	17	17	10	11	17	18	16	20	13	25	19	15	16	14	22	19	23	16	27	27	29	22	19	21	19	523
Wheat	6	1	..	3	2	6	7	10	5	14	13	9	3	8	7	1	6	10	11	1	4	..	..	..	..	2	4	1	..	1	1	136
Flour and Meal	8	2	1	2	5	3	1	1	..	..	1	1	..	..	1	..	..	2	2	1	1	..	1	4	..	1	..	5	2	..	5	50
Bran, M. S. Feed	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Agl. Imps., Machy	..	..	2	1	..	..	1	2	..	..	1	2	..	..	..	1	..	..	..	..	..	2	1	..	1	1	1	1	..	..	..	17
Iron, Steel, A. K	1	3	3	2	10	3	8	5	16	11	4	4	6	6	10	7	6	2	1	12	2	6	2	2	..	3	3	3	3	4	3	151
Coal	19	23	15	11	26	26	23	16	13	13	18	17	31	24	32	7	21	30	15	13	24	12	15	11	4	8	10	10	17	15	10	529
Coke	..	1	2	..	1	1	2	..	2	1	..	1	1	..	..	2	..	..	1	3	..	..	1	..	1	..	..	..	..	..	..	20
Brick	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	2
Cement, Lime	..	..	1	1	1	..	..	..	..	1	..	..	..	1	..	..	..	..	1	..	1	..	..	1	..	..	..	..	..	..	..	1	9
Glass, Bottles	5	..	3	1	1	2	2	2	..	5	2	2	2	2	1	..	2	1	2	1	2	3	..	1	1	5	3	4	2	..	2	59
Hay, Straw	6	2	2	3	4	3	3	5	3	2	2	2	6	..	8	2	4	7	6	7	5	9	4	3	1	4	..	1	..	1	3	108
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Fruits, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Live Stock	..	..	1	..	..	..	..	1	..	..	..	..	1	..	..	..	..	3	1	..	..	..	..	1	..	..	..	1	..	..	1	10
P. H. P.	..	..	1	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	5	..	..	10
Lumber and Wood	2	2	7	2	3	7	3	2	3	2	2	2	3	1	2	3	3	3	2	3	3	4	2	3	1	2	3	3	2	5	1	86
Powder	..	..	..	1	1	1	..	1	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	8
Stone	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2	..	2	..	2	..	..	1	..	9
Sand	..	8	..	..	6	1	3	7	..	5	2	..	2	12	..	..	..	11	..	..	10	8	..	2	..	11	1	..	2	..	4	95
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sugar, Molasses	1	2	2	4	..	..	..	4	1	2	..	2	..	6	1	..	4	3	..	..	..	2	..	1	4	2	3	..	1	..	1	46
Ties	..	..	..	..	..	..	..	6	6	..	3	..	..	..	..	2	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	19
Merchandise	1	2	..	2	1	2	..	1	1	2	..	2	1	1	1	1	..	2	..	1	1	1	1	4	..	1	1	2	..	1	2	35
Miscellaneous	9	5	5	10	5	8	8	7	4	5	8	8	11	10	8	6	6	13	6	8	8	5	3	2	9	6	4	3	2	7	4	203
Cotton	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Earthen W. & F. Earth	4	..	3	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	1	..	1	..	1	1	2	..	..	..	..	..	1	16
Clay	..	..	..	..	..	..	..	10	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	15
Totals	66	55	64	52	73	79	78	98	64	77	78	70	84	91	84	58	72	102	65	65	83	72	58	53	52	73	65	58	56	56	59	2160

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total.
Coarse Grain	19	13	14	19	23	21	24	26	18	6	25	41	16	19	6	24	10	22	23	31	17	25	20	33	24	36	39	34	56	15	29	718
Wheat	3	..	5	..	3	4	..	4	1	3	1	3	2	3	1	3	2	3	1	..	5	15	7	4	2	4	27	13	19	9	8	155
Flour & Meal	2	4	1	..	..	..	1	2	..	5	2	4	..	1	2	6	1	3	1	1	1	4	10	4	9	9	8	4	5	2	4	96
Bran, M. S. Feed	..	1	..	1	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	1	..	..	1	2	..	..	..	..	..	..	2	10
Agl. Imps. Mchy	..	2	2	..	2	..	1	..	..	..	..	2	..	..	..	..	..	..	..	..	..	4	..	..	1	..	2	1	1	1	..	19
Iron: Steel: A. K.	2	3	6	5	2	2	1	1	5	2	11	1	4	1	7	3	3	3	2	3	2	6	1	2	..	..	7	6	1	3	3	98
Coal	4	8	12	19	23	14	6	24	20	25	33	24	4	24	15	31	19	16	24	17	31	17	46	39	50	34	21	32	20	26	28	706
Coke	2	..	..	..	4	6	8	1	1	1	5	1	2	..	2	3	2	2	4	3	5	5	3	..	1	4	4	4	..	..	3	76
Brick	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Cement: Lime	..	..	3	..	..	..	..	..	..	..	..	1	..	..	3	2	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	12
Glass: Bottles	4	2	3	1	3	1	4	2	3	3	1	4	..	3	4	4	3	2	2	..	3	2	1	1	3	4	1	2	6	2	3	77
Hay: Straw	2	1	2	6	11	8	6	3	7	8	1	3	4	7	1	7	9	4	5	4	7	11	5	10	3	14	12	1	6	7	10	185
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Fruit: A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Live Stock	..	..	..	1	1	..	..	..	..	..	..	4	..	2	..	..	..	..	..	..	1	..	2	..	..	..	..	..	..	..	..	11
P. H. P.	1	5	..	..	..	..	..	..	..	..	..	..	..	..	..	7	..	..	..	..	..	1	..	..	..	..	..	..	..	..	2	16
Lumber & Wood	2	3	3	1	3	2	5	6	5	5	3	1	7	2	8	2	10	9	1	1	6	5	7	4	6	1	4	3	6	2	3	126
Powder	1	..	..	..	..	..	1	..	1	..	..	1	..	..	..	..	1	..	..	..	1	1	2	1	..	..	..	..	..	..	..	..	10
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Sand	2	1	4	..	6	..	5	10	..	5	..	..	..	9	..	5	7	..	10	..	..	3	..	3	..	3	5	..	..	7	..	85
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Sugar: Molasses	4	2	2	1	5	3	2	5	..	4	1	7	1	3	1	..	5	2	2	2	..	1	1	3	..	2	3	2	..	9	..	73
Ties	..	..	..	..	..	..	4	..	1	..	10	..	40	..	3	8	25	1	6	..	49	2	33	42	4	19	13	43	52	42	2	399
Merchandise	1	1	3	2	2	4	1	2	3	2	3	2	3	1	3	5	2	2	2	2	2	2	3	1	2	2	2	2	2	2	4	70
Miscellaneous	5	4	6	6	9	3	5	7	..	2	11	4	3	11	5	8	2	5	5	4	12	2	4	7	5	7	10	7	10	9	8	186
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	...
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Earthenware & F. earth	..	..	..	..	..	..	1	..	2	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	7
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Total	55	50	66	62	97	68	75	93	67	72	108	105	86	87	62	118	103	74	88	58	144	106	145	155	113	139	158	154	184	137	109	3138

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	27	32	43	17	34	18	52	46	22	19	23	45	9	21	21	21	19	24	6	14	10	19	11	16	17	9	14	19	627
Wheat	9	6	9	..	3	1	2	...	2	2	1	2	4	..	5	6	1	4	4	..	11	5	1	6	..	6	3	..	95
Flour and Meal	3	1	1	3	4	..	1	...	4	3	...	1	...	..	3	..	3	4	3	1	3	2	..	1	..	3	5	..	49
Bran, M. S. Feed	1	...	...	..	...	..	..	..	..	..	..	1	...	..	..	..	..	2	2	1	..	..	..	1	..	..	..	..	8
Agl. Imps. Mchy.	1	...	..	..	..	..	..	..	5	1	1	2	...	2	5	2	..	1	..	..	1	1	..	2	1	..	..	..	25
Iron; Steel, A. K.	4	10	5	3	1	3	..	..	..	3	2	2	2	4	9	4	4	1	9	2	8	2	5	7	19	1	4	8	116
Coal	61	35	32	10	33	21	29	9	14	5	12	15	16	10	15	1	4	8	17	14	13	17	1	12	25	13	7		455
Coke	2	3	6	..	6	2	...	3	6	2	2	1	5	..	1	..	..	1	..	..	2	2	..	2	..	..	2	..	48
Brick	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	..	..	..	..	..	..	..	..	1	2
Cement; Lime	1	1	1	1	...	...	...	...	...	...	...	1	...	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	6
Glass; Bottles	3	5	1	3	4	1	3	2	1	..	2	4	4	1	6	3	..	4	2	2	1	1	4	2	7	4	3	3	76
Hay; Straw	8	14	10	8	9	1	3	3	4	2	4	3	4	1	2	4	10	4	1	13	6	11	3	6	8	2	7	2	153
Lead	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Fruit	...	2	...	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	4
Live Stock	2	...	...	...	...	...	...	...	1	...	...	...	...	...	1	..	1	...	...	...	...	...	1	...	...	...	...	1	7
P. H. P.	2	...	...	1	1	...	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	..	6
Lumber and Wood	14	8	6	1	3	..	11	3	4	1	4	...	10	5	4	2	2	2	5	3	9	5	..	8	1	3	9	4	127
Powder	...	...	...	...	...	...	1	...	...	...	...	...	...	1	..	2	...	...	2	..	2	...	...	...	1	..	1	2	12
Stone	1	...	...	...	...	...	...	...	...	...	...	9	2	4	3	2	...	...	...	...	...	...	...	...	...	...	...	...	21
Sand	4	9	5	..	3	3	...	9	..	8	...	4	...	13	7	7	..	22	1	..	10	8	2	8	1	3	..	9	136
Ice	...	...	...	...	...	...	...	...	...	...	...	3	12	..	...	...	...	...	...	...	...	...	6	...	...	...	...	...	21
Sugar; Molas.	2	...	2	1	3	3	2	2	1	1	3	1	1	..	2	3	1	...	..	4	...	...	..	2	..	7	1	4	46
Ties	37	22	30	37	11	30	28	44	3	18	36	45	37	22	3	15	17	51	6	11	10	12	9	7	4	12	6	7	570
Merchandise	2	2	4	1	2	3	2	2	3	1	2	3	1	3	2	3	3	2	3	4	3	3	5	2	2	2	4	2	71
Cotton	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1
Glycerine	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
Earthen W. & F. earth	1	...	...	3	...	...	4	...	3	..	2	...	1	2	..	...	...	2	1	..	3	..	1	..	...	...	...	...	23
Clay	...	...	...	1	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	..	1	...	...	...	...	...	...	...	3
Miscel.	7	8	5	4	2	11	4	...	9	4	9	2	8	6	5	3	4	3	10	7	4	8	4	3	11	7	11	5	164
Totals	192	159	160	94	119	97	142	123	82	70	103	145	117	96	84	93	66	131	65	79	98	92	69	74	78	84	84	76	2872

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	20	23	19	25	19	22	26	29	21	26	24	21	19	12	17	25	20	16	6	17	9	1	2	4	10	5	8	3	5	5	2	461
Wheat	9	4	2	16	1	6	3	5	2	7	..	3	..	5	8	5	7	..	4	1	..	4	4	1	5	1	..	2	11	10	..	126
Flour and Meal	1	1	1	1	..	..	1	1	..	..	..	..	1	1	2	..	2	..	..	1	4	2	..	1	..	..	..	..	1	1	..	22
Bran, M. S. Feed	1	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	1	..	..	1	..	..	8
Agl. Imps. Mchy	1	1	..	4	2	..	..	..	..	1	..	1	2	3	1	5	..	2	..	..	2	1	1	3	..	2	1	..	1	1	..	35
Iron, Steel A. K.	3	12	3	3	4	7	4	1	6	3	5	6	11	5	6	..	6	10	5	12	5	2	14	5	15	7	7	1	5	2	2	177
Coal	10	8	1	12	5	11	12	6	5	..	5	14	3	3	5	4	..	13	5	5	6	9	9	1	7	10	8	7	4	8	..	196
Coke	2	..	2	1	..	..	5	..	..	..	..	3	2	..	4	..	2	2	1	3	..	1	1	..	..	..	..	..	..	..	..	1	30
Brick	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Cement, Lime	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	1	1	..	1	1	..	..	2	2	..	2	..	..	..	13
Glass, Bottles	3	4	..	2	4	3	5	3	3	..	2	4	2	3	2	3	..	3	4	2	3	7	4	..	4	7	3	3	5	4	..	92
Hay, Straw	3	8	8	4	8	2	5	..	7	2	6	2	4	3	1	6	1	5	1	1	7	2	1	4	1	2	1	1	1	1	3	101
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	..	..	..	1	1	..	..	1	..	..	..	..	2	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	6
P. H. P.	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber and Wood	8	9	2	3	7	6	9	7	2	7	4	6	3	6	3	11	..	5	3	7	2	..	2	3	1	4	4	4	4	2	3	137
Powder	..	1	..	..	..	..	1	1	..	..	..	..	2	1	..	..	..	1	..	..	..	2	1	..	..	1	..	..	..	..	..	11
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	7	4	..	4	..	5	..	7	..	..	10	1	..	1	10	4	6	..	2	..	..	3	8	..	..	4	1	7	..	2	..	86
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mol.	3	3	..	1	3	4	2	3	1	2	1	..	3	5	1	..	3	..	1	2	2	..	..	2	4	..	..	..	5	..	1	52
Ties	..	..	19	8	12	7	3	4	8	9	3	11	3	7	2	6	13	4	2	..	9	23	15	17	12	17	16	16	10	24	12	292
Mdse	4	2	3	2	3	5	3	4	2	4	1	3	4	2	3	4	3	4	2	2	4	6	2	4	1	3	4	4	2	2	3	95
Miscl	7	7	1	5	2	5	4	3	5	2	8	5	10	6	4	7	3	6	5	9	12	6	10	3	12	2	7	6	3	3	1	169
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth	..	1	..	1	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	2	..	1	..	..	..	..	..	..	..	..	..	..	7
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glucose	..	2	..	5	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	10
Totals	83	90	61	98	72	83	84	77	63	63	71	80	70	64	71	83	69	72	43	65	66	71	74	48	74	68	60	56	58	65	28	2130

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	5	5	2	11	8	9	21	4	1	3	7	6	7	3	..	10	..	18	..	15	..	45	1	9	..	16	23	21	22	21	293
Wheat	4	1	2	1	..	2	1	8	4	3	..	2	..	8	..	..	1	..	..	2	3	..	6	5	3	1	1	..	4	1	69
Flour and Meal	..	1	..	..	..	1	2	2	..	9	1	2	1	2	3	..	1	1	..	1	..	2	1	..	3	2	1	..	..	1	37
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Agl. Imps. Mchy	1	2	..	3	3	2	3	..	1	1	1	3	1	..	1	..	..	1	..	..	..	3	2	1	..	2	4	1	..	..	36
Iron, Steel, A. K.	5	10	2	6	3	10	3	13	6	9	3	12	13	7	..	6	..	14	..	12	..	19	5	4	7	6	9	2	5	11	202
Coal	3	4	6	8	10	3	..	9	6	12	8	5	2	..	6	5	..	10	6	1	..	11	8	6	9	8	3	..	3	1	153
Coke	..	..	3	3	..	1	..	2	1	1	1	1	2	2	..	..	..	4	..	3	..	1	1	3	..	4	2	1	1	..	37
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	1	..	..	..	..	..	..	..	..	..	..	..	4
Cement, Lime	..	..	..	..	..	..	..	..	2	4	1	1	1	..	..	1	1	..	..	1	..	1	..	1	..	..	..	..	..	1	15
Glass, Bottles	5	5	2	4	5	2	2	5	3	1	4	5	4	..	3	7	4	1	..	6	..	4	2	9	2	9	5	7	5	8	119
Hay, Straw	..	..	1	..	..	2	1	1	..	..	1	1	2	3	1	1	..	..	2	..	..	3	1	2	..	2	3	5	4	2	38
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	2	1	..	..	..	10
Live Stock	..	..	..	1	..	..	..	1	..	1	1	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
P. H. P.	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Lumber and Wood	6	2	2	4	6	2	3	8	6	2	5	3	2	2	1	3	1	4	4	2	..	10	5	7	1	4	7	6	..	2	110
Powder	2	..	..	1	..	1	..	..	..	..	1	..	..	2	..	..	..	..	..	3	..	..	..	..	..	..	..	..	..	1	11
Stone	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	1	1	..	5
Sand	3	..	5	6	6	11	..	5	1	..	7	3	9	..	12	2	..	7	4	4	..	4	3	4	..	10	..	..	..	8	114
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mol.	1	2	1	..	1	..	1	2	2	1	2	1	..	2	..	5	..	2	..	1	..	1	1	2	..	1	..	..	3	3	35
Ties	15	11	17	..	7	9	7	2	7	13	8	3	5	..	..	2	..	..	..	..	..	3	11	5	19	6	..	9	17	13	189
Mdse	2	4	4	3	5	2	3	3	3	2	3	2	1	3	2	2	5	1	3	5	3	..	3	3	1	3	4	3	2	1	81
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthen W. & F. earth	..	6	5	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	2	..	..	2	..	..	..	..	..	..	..	17
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Miscl	7	10	4	7	3	4	..	10	9	9	10	10	4	9	4	8	1	9	4	14	..	13	5	7	4	6	4	5	4	4	188
Totals	59	63	56	58	58	61	48	75	53	71	64	60	54	43	35	52	14	76	24	73	6	120	57	69	49	83	67	61	71	84	1764

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	23	24	21	19	28	53	16	22	23	18	13	14	12	10	9	16	9	8	11	1	14	13	8	20	20	17	21	12	17	16	20	528
Wheat	3	1	..	2	..	2	2	1	1	10	6	..	5	8	5	1	2	3	6	3	3	3	5	7	5	..	2	16	5	10	1	118
Flour and Meal	..	1	1	..	..	1	1	..	..	..	..	1	..	..	1	2	2	1	..	1	..	3	..	..	1	..	..	2	2	1	..	21
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	2
Agl. Imps. Mchy	2	21	..	..	..	2	1	..	1	3	1	..	1	2	3	..	1	..	..	4	1	..	1	3	..	1	2	..	2	..	2	54
Iron, Steel, A. K.	13	2	5	6	1	2	4	14	11	4	4	13	7	10	3	9	11	5	2	6	3	9	11	7	11	5	8	10	18	5	12	231
Coal	2	3	4	2	..	2	4	..	2	5	1	..	8	5	4	5	6	1	..	3	5	..	3	21	6	5	2	3	7	26	24	159
Coke	1	1	..	2	6	2	..	3	..	..	1	..	1	2	..	1	2	1	..	3	..	1	..	1	..	3	..	1	1	..	..	32
Brick	..	..	..	..	..	2	..	..	2	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Cement, Lime	3	1	..	..	..	1	..	1	1	..	..	..	2	1	3	1	..	..	..	4	1	..	..	..	4	..	..	..	..	..	..	23
Glass Bottles	4	5	6	3	..	7	2	5	7	7	2	4	16	8	4	8	9	6	..	7	4	4	5	4	3	..	10	5	7	..	10	162
Hay, Straw	2	4	2	4	..	2	1	1	3	3	..	5	2	..	..	1	2	4	2	..	2	1	2	2	2	2	2	2	8	2	4	67
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit, A. K.	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Live Stock	..	..	..	..	..	2	..	..	..	..	13	..	..	..	17	..	..	..	..	..	25	..	..	..	..	..	12	..	..	..	..	69
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber & Wood	5	3	1	4	6	1	5	9	4	7	4	2	7	5	1	8	2	1	..	7	1	8	5	4	4	4	1	5	5	6	4	129
Powder	1	..	2	1	..	1	1	..	2	..	..	..	1	1	..	2	..	..	..	2	..	1	..	..	1	..	..	..	..	1	..	17
Stone	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	3
Sand	4	5	..	..	..	11	3	4	..	7	..	..	8	..	3	3	4	2	..	2	3	3	..	6	..	..	..	3	..	..	6	77
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Mol.	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2	..	2	..	1	..	..	..	..	..	..	..	7
Ties	1	4	5	3	3	..	9	9	..	4	3	..	..	14	..	1	6	9	..	..	..	..	..	..	..	..	..	..	..	..	1	72
Mdse	3	4	2	2	1	2	4	2	4	2	3	2	..	2	4	1	3	3	3	2	4	1	4	5	2	1	1	2	5	3	..	77
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth.	..	..	..	..	..	..	2	..	..	1	5	..	..	1	1	..	..	..	..	..	..	..	..	1	..	..	..	1	4	2	1	1	20
Miscl	3	6	3	1	3	3	5	5	4	1	1	5	8	1	5	5	6	3	..	10	7	7	4	7	4	4	6	6	4	4	3	134
Totals	70	85	53	50	49	96	62	76	65	72	57	47	79	70	64	65	66	48	24	57	73	56	50	88	63	41	69	71	83	75	88	2012

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	23	17	18	3	25	25	23	19	19	26	1	21	..	19	..	20	..	19	3	..	7	..	12	..	9	..	..	18	2	..	..	329
Wheat	..	6	2	5	4	3	3	2	2	..	1	2	..	3	3	..	1	4	1	..	3	..	3	..	11	20	1	4	4	1	..	89
Flour and Meal	..	3	9	1	2	2	2	2	2	..	..	..	..	3	8	..	..	2	3	1	..	..	9	..	2	3	2	1	7	1	..	65
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1
Agl. Imps. Mchy	2	2	5	1	2	3	1	3	..	3	..	3	..	3	..	2	1	6	3	..	1	..	4	1	2	..	..	1	..	..	..	49
Iron, Steel, A. K	9	4	6	4	8	4	6	7	4	12	..	15	2	18	..	10	..	9	11	..	17	..	8	2	9	6	..	9	4	..	..	184
Coal	5	..	51	6	8	20	59	27	1	30	..	9	19	8	10	1	11	7	24	23	2	10	10	4	12	25	3	16	8	..	..	409
Coke	2	..	1	..	3	..	1	..	..	1	..	2	..	2	..	..	..	3	2	..	3	..	..	..	..	..	..	..	..	..	..	20
Brick	1	..	..	..	..	2	1	..	..	1	..	2	1	3	1	..	3	..	..	..	..	..	..	..	..	1	..	..	..	..	..	16
Cement, Lime	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	4	1	..	..	..	..	..	8
Glass, Bottles	4	2	4	1	2	5	9	5	..	4	2	4	2	6	2	..	3	3	2	5	3	3	1	2	5	5	3	3	3	..	..	93
Hay, Straw	1	5	1	..	1	1	2	..	2	1	..	1	1	..	..	3	3	2	1	..	4	..	..	..	2	1	..	1	2	..	..	35
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	20	..	..	..	..	..	..	..	..	..	2	..	2	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	26
P. H. P	1	..	1	..	1	..	..	..	1	..	..	1	..	..	2	..	..	..	..	..	..	..	3	..	..	..	..	..	1	..	..	11
Lumber & Wood	5	2	7	5	6	5	7	4	4	4	1	11	4	2	1	9	3	5	12	2	11	2	7	7	7	2	2	9	4	1	..	151
Powder	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	4
Stone	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	3
Sand	2	..	10	4	..	..	9	5	..	4	3	2	5	..	..	..	7	..	5	..	3	5	..	4	1	..	4	7	3	..	..	83
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar Mol	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	4
Ties	..	..	..	..	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10	1	..	..	..	14
Mdse	4	1	..	3	4	4	1	6	2	..	1	3	1	4	2	4	1	3	3	1	2	4	1	1	2	2	2	4	1	1	..	68
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth	1	..	1	..	1	..	1	..	..	1	..	1	..	..	2	2	..	2	..	..	1	..	..	..	3	1	1	2	..	..	..	20
Miscl	2	1	5	..	9	5	7	7	3	6	..	8	..	9	..	8	5	6	7	1	5	1	4	..	9	5	..	10	8	..	..	131
Totals	63	43	121	54	76	81	133	87	40	96	9	87	35	82	31	61	38	72	80	33	63	25	65	21	78	72	28	87	48	4	..	1813

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	8	..	4	4	..	5	..	16	..	6	..	..	..	6	..	10	..	4	3	..	6	7	..	6	2	..	9	10	..	11	2	119
Wheat	10	3	3	9	2	8	..	11	2	7	3	12	11	11	2	22	12	25	17	4	11	18	2	31	22	1	1	8	1	23	2	294
Flour and Meal	5	..	2	..	3	4	..	..	1	2	1	1	4	1	..	5	2	6	3	..	..	7	2	1	..	1	1	2	2	8	2	66
Bran, M. S. Feed										1				1															2	1	..	5
Agl. Imps. Mchy.	3	..	2	1	..	1	..	2	1	..	..	1	..	2	..	2	..	1	..	..	1	1	..	..	..	..	5	..	2	1	..	26
Iron; Steel, A. K.	2	.	5	18	..	8	..	6	2	6	..	9	1	4	..	2	1	4	6	..	4	10	..	7	5	..	11	..	8	5	..	124
Coal	27	5	28	11	2	8	..	22	10	13	4	32	1	1	9	6	26	15	22	18	10	20	10	13	15	8	21	1	6	8	6	378
Coke	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Brick	..	1	..	..	..	..	..	..	..	1	..	2	..	1	..	..	..	2	..	1	..	1	..	..	..	..	..	..	1	2	..	12
Cement; Lime	1	..	..	..	..	..	..	..	..	3	1	..	..	1	..	..	..	1	..	..	3	..	1	..	2	..	..	..	..	2	1	16
Glass; Bottles	5	3	4	..	2	6	..	6	2	2	1	2	2	..	2	4	3	3	1	3	..	1	1	2	2	3	1	..	..	2	1	64
Hay; Straw	..	..	..	..	..	..	..	2	..	1	..	..	..	3	..	..	..	..	..	..	..	..	..	1	..	..	4	..	..	1	..	12
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, all kinds	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	12	..	2	..	..	..	..	..	..	1	..	2	..	..	1	1	1	..	..	..	1	..	..	29	..	17	6	..	3	18	94
P. H. P.	..	..	..	..	..	..	..	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	5
Lumber & Wood	..	9	8	4	4	17	..	11	8	3	..	6	1	6	2	4	1	2	5	3	5	3	2	7	6	3	6	..	9	6	2	143
Powder	..	..	3	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	2	9
Stone	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	3
Sand	..	2	4	..	..	6	..	3	3	2	..	5	2	..	..	..	1	..	..	..	4	2	..	..	1	3	..	..	..	2		40
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar; Molas.	..	..	1	..	..	..	..	1	..	..	..	1	..	1	..	1	..	..	..	..	..	3	..	..	1	..	..	..	2	..	..	11
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	6	2	..	..	..	..	..	11
Mdse.	1	4	2	1	2	3	1	2	4	2	1	5	2	1	1	4	1	5	3	2	..	3	1	4	1	4	3	..	1	3	2	69
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthen W. & F. earth.	1	..	..	..	..	1	..	1	1	..	1	..	1	..	1	..	..	..	..	2	..	..	..	4	..	..	..	..	..	..	2	15
Miscel.	8	4	7	1	..	1	..	24	5	6	1	15	2	7	2	5	1	4	2	2	17	7	..	13	4	..	10	2	8	7	4	169
Totals	83	31	76	49	15	69	1	107	40	56	14	92	29	49	19	66	49	74	62	36	57	86	21	93	96	23	93	29	42	83	47	1687

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	7	3	5	..	11	..	7	..	5	..	7	..	3	..	11	..	13	10	13	21	16	..	26	22	..	20	8	11	10	13	242
Wheat	2	6	13	1	5	10	1	1	3	5	2	5	5	6	..	5	1	7	17	13	1	6	3	16	5	2	24	21	6	10	26	228
Flour and Meal	2	3	2	3	7	4	1	8	..	8	..	5	4	1	..	1	2	1	..	..	3	1	6	2	7	..	4	..	4	3	1	83
Bran, M. S. Feed	..	2	2	..	3	2	1	3	2	2	..	1	3	1	..	4	1	..	1	..	..	1	..	1	..	1	..	..	..	..	..	36
Agl. Imps. Mchy	..	..	..	..	1	2	1	..	1	1	..	3	..	4	2	..	..	2	1	2	..	2	..	2	..	..	4	..	..	..	4	32
Iron: Steel: A. K	2	11	1	5	10	9	1	6	..	9	..	9	..	7	5	4	..	11	5	..	11	3	..	14	10	1	5	1	7	1	8	156
Coal	..	13	8	1	9	16	7	5	5	9	..	13	3	8	9	10	7	..	4	11	12	15	9	4	6	9	5	20	13	14	12	257
Coke	6	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7
Brick	2	..	1	..	1	1	2	..	..	..	..	..	..	..	..	1	..	2	1	2	..	1	..	1	..	3	2	..	1	1	2	24
Cement' Lime	..	2	..	..	..	..	..	1	..	2	..	1	1	..	..	..	..	..	..	1	..	..	1	..	..	..	..	1	..	1	..	11
Glass: Bottles	2	2	3	..	2	1	1	..	..	4	..	..	1	4	..	1	..	..	1	2	..	1	1	2	..	..	2	..	1	..	3	34
Hay: Straw	2	..	..	3	..	3	3	2	5	2	5	1	2	2	..	7	1	3	1	4	7	4	4	6	3	..	6	3	..	..	..	79
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit: A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	11	16	11	..	2	..	..	..	3	..	..	..	..	..	13	..	..	..	21	..	..	..	..	..	..	..	5	14	..	21	117
P. H. P	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	1	3
Lumber and Wood	6	1	..	4	3	7	7	15	4	..	..	8	1	3	8	4	4	8	10	3	11	5	2	11	..	2	9	8	10	6	10	170
Powder	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2	..	..	2	1	..	1	..	..	..	1	..	..	..	2	10
Stone	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	2	1	..	..	..	6
Sand	..	10	4	..	1	2	8	1	2	4	1	3	..	7	4	3	..	..	7	5	6	3	3	1	1	5	3	3	6	3	4	100
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Molasses	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	1	2	..	1	2	..	3	..	..	4	2	1	..	..	18
Ties	..	..	..	..	..	..	..	1	5	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	9
Merchandise	1	3	4	1	4	4	1	5	2	4	1	6	2	5	3	6	3	2	3	2	3	2	3	3	1	3	5	4	6	6	2	100
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth	..	..	..	..	1	1	..	..	..	..	..	4	..	1	1	..	..	..	..	2	..	1	1	2	..	1	..	..	..	..	1	16
Miscellaneous	6	9	..	ω	7	5	1	12	..	19	..	8	1	14	3	7	2	10	8	8	7	8	5	16	8	2	14	9	3	10	4	209
Totals	31	80	58	38	54	80	35	68	29	82	9	75	23	66	35	78	21	62	71	89	86	73	38	111	63	29	109	90	84	66	114	1947

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain.	15	5	10	2	17	..	9	..	6	8	4	10	..	18	26	26	26	..	19	..	18	..	12	..	4	..	3	..	15	..	253
Wheat	8	19	5	29	11	..	4	4	11	15	12	16	4	9	5	..	..	3	2	12	5	6	..	1	...	2	..	..	..	..	183
Flour & Meal	9	8	5	1	1	2	..	1	10	2	1	6	1	2	6	1	5	..	3	3	2	5	..	4	...	3	1	1	14	..	97
Bran, M. S. Feed	1	..	1	..	..	..	1	..	1	..	1	..	..	..	..	..	1	..	3	..	..	2	..	..	..	..	..	1	..	..	12
Agl. Imps. Mchy	..	4	5	1	..	..	1	..	2	..	1	2	1	7	1	3	3	1	1	..	1	..	2	1	3	..	3	1	1	..	45
Iron: Steel: A. K.	9	15	3	10	4	..	12	..	6	4	8	1	..	6	8	4	2	1	2	..	11	1	5	..	30	..	2	..	10	..	154
Coal	7	10	3	10	20	7	18	5	15	5	11	22	13	13	4	17	21	13	15	14	14	5	19	14	37	9	13	7	10	10	381
Coke	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Brick	..	3	1	..	..	..	2	..	2	..	..	1	..	..	1	1	2	..	3	2	5	1	..	1	2	1	6	..	..	3	37
Cement: Lime	..	1	1	..	..	1	1	..	..	3	..	1	1	1	..	..	1	..	1	..	..	1	..	1	...	1	..	..	1	..	..	16
Glass: Bottles	..	..	..	..	2	1	..	..	1	..	..	..	..	1	..	..	1	1	..	1	1	..	2	1	2	2	1	1	1	3	22
Hay: Straw	1	..	3	2	..	..	5	..	6	5	3	..	..	4	2	..	1	..	..	2	4	..	..	..	2	2	1	2	2	2	49
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit: A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	1	..	..	..	3
Live Stock	1	..	8	..	..	1	..	..	20	2	16	..	1	1	..	..	..	4	..	1	..	..	6	1	1	..	1	2	..		66
P. H. P.	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	1	4	5	8	11	1	6	..	8	..	4	12	2	11	1	5	5	2	9	5	10	..	11	4	13	3	5	1	6	5	158
Powder.	..	..	2	..	..	..	..	..	2	..	..	3	..	..	1	..	..	..	..	..	..	1	..	2	1	..	..	..	..	..	12
Stone	..	..	..	1	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	2	..	..	..	..	..	8
Sand	1	5	..	7	2	2	1	..	..	..	..	..	..	..	1	3	..	..	..	2	..	..	1	..	1	3	4	1	..	..	34
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar: Molasses	..	..	6	9	2	..	2	..	1	1	2	..	..	1	..	..	1	..	3	..	..	..	3	..	..	..	3	..	1	..	35
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Merchandise	1	2	2	1	3	3	4	..	3	3	4	3	4	6	1	2	4	1	1	4	6	..	3	4	4	2	6	2	1	3	83
Cotton	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthen W. & F. Earth	..	2	..	..	1	..	..	..	2	..	..	2	..	2	..	..	..	1	..	..	1	..	1	..	..	..	1	..	..	1	14
Miscellaneous	7	9	3	5	7	..	9	..	13	10	9	4	3	8	3	5	11	5	14	2	9	..	21	1	17	2	16	..	9	2	204
Total	65	87	63	86	85	18	75	10	89	77	62	99	29	91	61	67	84	28	80	47	90	21	81	40	120	35	65	18	73	29	1873

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	10	18	..	15	..	32	..	22	19	21	..	19	47	22	27	..	13	..	7	..	10	..	21	..	24	47	..	38	..	9	..	421
Wheat	1	1	..	..	..	1	..	..	..	..	2	1	1	..	..	1	1	1	1	10	3	3	4	3	..	1	..	2	6	..	..	43
Flour and Meal	6	..	..	5	..	3	2	3	..	1	..	1	..	..	1	1	..	1	..	3	1	1	2	..	2	1	..	8	8	2	5	57
Bran, M. S. Feed	1	1	..	..	..	..	..	..	2	..	..	1	..	..	1	2	..	1	1	..	..	3	..	..	3	2	..	2	1	1	1	23
Agl. Imps. Mchy.	..	1	..	3	..	2	..	5	1	..	1	1	1	..	..	..	3	1	5	..	2	..	4	2	..	5	..	2	..	1	1	41
Iron; Steel, A. K.	7	16	..	18	..	9	..	9	7	8	..	10	3	7	10	..	10	..	10	..	13	..	23	..	7	..	..	11	..	16	..	194
Coal	12	13	9	12	7	7	27	13	6	14	10	21	5	18	5	16	28	10	17	4	13	11	9	17	15	17	..	23	8	4	4	375
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	1	..	..	..	1	..	4
Brick	1	..	3	4	1	..	2	1	..	..	1	2	..	1	..	..	1	..	2	..	2	..	1	..	..	..	..	5	3	2	2	34
Cement; Lime	..	..	..	..	..	..	..	..	3	..	..	..	1	..	1	1	..	..	2	1	..	..	..	1	1	..	..	..	1	..	..	12
Glass; Bottles	3	2	4	1	1	..	3	2	1	1	4	2	..	2	2	3	3	5	2	..	1	1	2	4	3	3	..	2	3	1	4	65
Hay; Straw	4	..	..	3	..	4	..	2	4	1	..	..	..	4	..	..	..	..	1	..	1	..	3	..	1	1	..	4	..	5	1	39
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, all kinds	1	1	..	1	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	8
Live Stock	21	..	..	..	..	..	..	..	..	1	1	..	3	..	..	..	1	..	..	..	..	..	..	..	1	1	..	1	..	..	..	30
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	1	7	3	13	4	9	1	10	12	8	6	8	7	9	8	5	4	..	7	..	9	1	12	1	17	5	..	15	1	6	3	192
Powder	..	1	1	1	..	..	..	..	..	..	..	1	..	..	..	..	2	..	1	..	..	..	..	2	..	..	..	..	..	..	..	9
Stone	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Sand	..	..	..	6	..	12	..	1	9	..	2	..	7	2	1	2	..	4	1	5	..	1	..	..	..	7	..	2	..	..	3	65
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar; Molas.	..	1	..	1	..	2	..	..	2	..	..	..	1	..	1	..	..	..	..	..	..	..	1	..	..	1	..	3	..	..	..	13
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Mdise.	3	4	2	5	2	3	3	2	3	3	1	4	..	3	3	3	3	1	5	..	2	2	3	2	2	3	..	3	4	4	1	79
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthen W. & F. E.	2	2	2	..	..	..	2	..	..	1	..	1	..	..	..	1	..	1	2	..	3	..	2	..	..	..	..	1	..	..	..	20
Miscel.	3	12	1	7	1	17	..	5	10	5	..	8	7	13	8	..	9	..	10	..	13	2	15	2	11	2	..	17	2	8	..	188
Burlaps	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Totals	77	80	25	95	16	101	42	76	79	64	28	81	83	81	69	35	79	25	75	23	75	25	104	34	88	97	..	140	37	60	25	1919

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	20	..	..	20	..	15	..	8	..	..	3	..	2	..	1	..	4	..	4	..	3	1	..	7	..	10	..	3	..	4	105
Wheat	..	1	..	..	1	4	..	..	2	..	1	..	..	1	..	..	..	..	1	..	2	1	..	2	..	2	..	1	..	2	..21
Flour and Meal	2	3	10	..	5	..	1	1	1	..	4	2	4	..	3	2	1	4	6	1	7	1	3	5	5	3	2	7	1	3	87
Bran, M. S. Feed	..	3	..	1	2	2	2	2	3	..	3	1	1	3	3	2	..	2	1	1	3	3	2	..	4	1	..	4	..	3	52
Agl. Imps., Mchy.	4	..	..	1	1	2	1	1	..	..	3	..	1	..	..	..	..	4	..	..	..	2	..	1	2	1	1	..	..	..	2	27
Iron, Steel, A. K.	15	..	..	13	..	8	1	10	5	..	9	..	12	..	13	1	8	..	3	..	19	7	..	14	5	16	..	13	1	7	180
Coal	15	..	..	17	10	15	15	16	15	..	26	6	11	9	26	6	11	12	16	3	16	24	7	11	15	13	8	14	4	17	358
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	3
Brick	2	1	..	3	..	1	1	..	..	..	..	1	..	..	1	..	..	1	..	..	..	1	..	..	1	..	..	..	1	..	14
Cement, Lime	..	1	..	..	1	..	..	..	..	..	..	..	2	..	1	..	..	..	..	..	..	..	1	..	..	2	..	1	..	..	9
Glass, Bottles	2	2	..	3	1	2	4	2	2	..	4	2	1	2	2	2	..	3	1	4	1	1	3	..	2	3	2	1	2	3	57
Hay, Straw	..	3	..	..	..	7	..	4	1	3	2	2	2	1	3	3	..	3	..	2	1	5	..	7	1	4	8	9	2	11	84
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, A. K.	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	1	..	..	..	..	..	..	1	..	..	..	..	2	..	1	..	..	..	..	..	1	..	..	..	21	..	1	..	..	..	28
P. H. P.	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber & Wood	7	2	1	12	3	15	1	5	5	..	10	1	9	3	15	3	3	4	11	2	2	7	3	3	5	5	4	2	3	4	150
Powder	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	2	2	3	11
Stone	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	4
Sand	..	9	10	..	..	7	..	..	13	3	2	..	7	..	3	5	..	..	..	..	6	3	7	..	2	3	3	..	3	3	89
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Molasses	..	..	..	..	..	..	..	2	..	..	1	..	..	..	..	..	..	..	..	2	..	..	..	..	..	2	..	..	..	1	8
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5	4	..	..	9
Merchandise	6	2	..	1	4	3	1	6	3	1	2	2	3	5	4	1	..	2	3	2	2	1	3	2	2	4	5	..	1	4	75
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth	3	..	..	..	..	..	3	1	..	..	2	1	..	..	1	..	..	..	3	3	..	..	..	..	1	..	..	..	1	..	19
Miscellaneous	7	..	..	14	..	8	3	12	3	..	5	3	..	2	6	1	7	2	4	..	9	7	..	3	2	9	1	6	..	7	121
Burlaps	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	4
New Equipment	..	..	..	..	..	..	..	14	..	8	..	9	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	31
Total	84	27	21	86	28	89	34	72	69	7	85	22	68	26	83	27	39	33	53	19	77	62	30	57	69	78	40	68	21	74	1548

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	3	..	1	..	3	..	10	..	1	..	5	..	2	..	16	..	8	3	20	19	15	54	38	35	..	28	8	34	16	23	342
Wheat	..	1	2	6	..	1	..	3	1	9	1	..	..	1	1	..	1	2	..	..	1	..	1	5	1	..	..	3	2	5	..	47
Flour and Meal	..	3	..	1	3	1	..	3	5	4	2	3	1	2	..	..	3	5	2	2	1	1	5	2	1	..	..	..	2	3	1	56
Bran, M. S. Feed	..	1	1	2	1	..	3	..	..	1	2	..	1	1	..	1	2	..	..	..	..	..	..	1	..	..	5	2	..	..	1	25
Agl. Imps., Mchy.	..	5	..	..	..	3	..	2	1	1	..	4	..	1	..	1	2	1	1	..	..	..	..	4	2	..	5	..	3	1	..	37
Iron, Steel, A. K.	..	7	1	12	..	10	..	7	10	12	6	23	5	7	..	19	..	6	3	3	5	2	5	11	4	9	5	9	10	3	8	202
Coal	1	17	9	10	13	13	17	8	15	6	3	14	17	6	2	9	22	7	14	7	5	6	3	8	..	9	12	14	15	29	13	324
Coke	..	5	..	..	..	6	..	2	..	..	..	7	..	..	..	7	..	3	..	1	..	..	..	..	..	2	1	1	1	10	..	46
Brick	..	..	..	1	..	2	1	..	..	..	..	1	..	..	..	..	..	..	..	..	5	..	1	..	1	..	1	..	..	..	..	..	13
Cement, Lime	..	..	..	..	..	2	..	..	2	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	..	1	1	9
Glass, Bottles	..	3	4	1	4	2	2	..	2	2	3	4	3	3	..	3	3	1	1	3	3	3	2	5	..	6	3	3	1	2	2	74
Hay, Straw	3	7	4	16	5	11	..	17	..	4	4	3	3	..	..	2	2	3	..	..	1	1	5	3	..	..	6	..	..	11	3	112
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	1	..	15	..	..	..	5	..	..	..	2	..	19	..	..	..	1	9	..	..	..	..	..	1	..	..	..	..	..	1	54
P. H. P.	..	1	..	..	..	3	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	8	..	1	..	..	..	..	14
Lumber & Wood	1	18	3	4	3	2	..	3	5	6	4	6	3	3	..	8	..	5	7	8	5	9	8	3	9	6	5	6	14	5	3	164
Powder	..	..	1	1	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	5
Stone	..	..	..	..	..	..	..	..	..	2	..	..	1	3	..	..	..	..	..	..	..	..	3	4	..	3	2	2	..	2	3	25
Sand	1	1	6	2	..	4	..	11	..	3	..	6	..	..	6	..	..	3	2	1	4	..	..	3	10	..	2	2	2	..	1	70
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Molasses	..	1	..	4	..	2	..	1	2	1	..	..	..	..	..	..	..	2	3	3	..	2	..	..	1	2	..	3	2	2	..	34
Ties	4	..	5	..	..	..	..	..	*	4	..	1	..	2	..	..	..	..	3	..	..	4	3	7	..	..	2	1	2	1	..	43
Merchandise	..	2	4	5	3	3	3	2	1	3	3	4	1	4	..	3	4	4	1	2	2	2	1	3	..	3	4	2	2	3	3	77
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. earth	..	2	1	..	1	..	1	..	..	1	..	..	1	1	..	2	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	12
Miscellaneous	..	14	..	7	..	9	6	8	3	6	..	13	..	8	1	3	..	8	1	9	..	7	10	3	2	9	11	22	13	6	2	181
Burlaps	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	2
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13	2	5	1	1	..	4	5	1	4	4	40
Total	10	92	41	88	33	77	33	82	51	64	32	97	35	61	14	74	38	60	50	61	64	54	106	104	77	51	97	83	105	105	69	2008

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	19	15	5	4	..	15	..	21	6	4	..	26	..	19	..	23	12	21	3	10	..	9	..	9	..	5	..	4	..	5	2	237
Wheat	1	...	1	1	8	..	3	1	2	3	2	4	..	9	2	1	1	2	9	1	6	6	1	1	3	1	1	5	6	3	3	87
Flour & Meal	4	...	9	1	1	1	5	4	6	9	5	2	..	10	1	3	4	2	2	3	5	7	1	3	..	2	3	2	..	1	2	98
Bran, M. S. Feed	..	...	..	1	..	1	..	...	..	2	..	..	1	4	..	2	1	1	..	2	1	2	..	2	..	..	1	..	..	1	3	25
Agl. Impts. Mchy	2	2	..	1	2	1	1	2	..	7	..	1	1	1	..	3	2	3	3	4	..	3	..	3	3	..	2	..	2	3	4	56
Iron, Steel, A. K	4	7	5	5	3	3	3	11	3	5	2	4	3	4	14	7	11	2	4	16	5	4	10	8	12	..	7	4	..	4	17	187
Coal	7	17	2	16	9	12	13	19	15	30	14	17	11	10	19	14	55	19	15	21	16	13	10	7	7	..	26	13	7	19	10	463
Coke	..	5	5	..	6	..	7	...	..	1	..	..	4	1	1	...	...	...	...	...	...	...	...	2	..	..	..	..	..	1	...	33
Brick	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	2	1	..	..	1	..	..	..	3	..	1	..	..	..	..	10
Cement, Lime	2	1	..	..	..	..	..	..	..	1	..	1	1	..	..	..	1	...	1	..	..	1	..	..	..	..	..	..	..	..	..	9
Glass, Bottles	7	5	3	3	..	2	3	6	1	4	2	..	2	2	1	3	2	7	2	5	2	2	3	3	2	..	5	3	1	4	5	90
Hay, Straw	3	...	..	2	2	2	2	3	2	3	1	6	1	1	3	3	3	...	..	..	..	3	2	1	1	4	..	1	..	1	...	50
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	3
Fruit, A. K	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	..	1	..	..	..	..	1	...	1	...	1	..	1	1	...	..	1	...	..	..	..	..	1	..	..	..	5	..	1	1	2	17
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Lumber & Wood	2	12	2	6	3	1	8	9	9	11	10	7	7	6	7	9	14	15	4	10	5	8	8	5	6	2	12	8	..	12	4	222
Powder	1	2	..	..	..	..	..	..	1	..	..	..	..	..	..	2	2	..	..	..	1	5	..	1	..	..	..	2	..	..	..	17
Stone	2	..	..	2	3	2	..	5	5	..	1	..	..	3	2	2	..	..	..	..	3	..	4	3	..	..	..	..	2	..	2	41
Sand	..	1	9	7	3	..	2	8	..	..	11	2	1	5	..	3	12	11	2	1	..	1	..	1	5	4	..	3	..	4	3	99
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	14	..	9	..	..	23	46
Sugar, Molasses	5	4	2	4	4	..	5	7	2	5	3	2	3	1	1	...	4	7	2	1	4	..	4	6	1	..	2	5	..	2	3	89
Ties	3	5	2	7	23	..	12	...	6	4	..	13	..	..	..	..	2	..	..	..	..	..	..	..	..	..	1	..	..	..	..	78
Merchandise	2	5	3	5	..	2	1	4	2	3	5	..	2	4	2	3	2	3	1	2	3	2	2	4	4	1	2	4	2	3	...	78
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. E	..	..	..	..	..	..	..	2	..	..	..	..	1	..	1	..	..	..	..	1	1	..	..	1	..	..	1	..	..	..	..	8
Miscellaneous	5	13	13	5	5	6	13	6	3	9	5	10	2	4	8	7	3	13	8	6	4	15	4	4	7	2	8	5	3	5	8	208
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Oil	4	13	..	9	..	5	..	2	..	..	..	1	..	..	1	1	..	1	3	5	..	..	..	..	..	..	..	..	..	..	..	44
Steel Rails & A. B	9	24	..	9	1	24	..	..	10	17	8	..	2	..	8	21	7	19	..	18	..	..	4	12	5	..	3	..	8	23	9	233
Total	82	132	61	88	73	78	80	110	74	118	70	96	43	86	62	107	142	127	59	109	58	81	54	76	59	35	80	68	32	92	100	2532

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	..	..	7	1	3	..	4	1	..	1	..	2	..	3	..	1	..	2	..	..	..	2	..	..	1	1	..	..	29
Wheat	2	3	..	5	10	2	..	3	2	..	3	2	..	3	1	..	1	5	2	..	1	1	2	..	2	2	..	..	52
Flour and Meal	1	1	1	4	1	..	3	1	1	2	..	4	1	3	..	1	1	2	..	8	1	6	10	3	3	6	2	3	69
Bran, M. S. Feed	3	..	..	1	..	2	..	3	..	2	1	1	..	1	2	..	1	2	1	..	..	1	..	..	..	1	1	..	23
Agl. Impts. Mchy	2	..	..	3	5	..	4	1	..	2	1	4	1	1	..	1	..	4	..	1	3	2	..	3	2	1	1	1	43
Iron, Steel, A. K	9	..	5	9	12	..	16	3	1	9	3	6	1	19	..	8	7	7	1	17	..	16	9	18	12	6	2	10	206
Coal	7	4	6	14	14	5	14	6	2	20	5	6	16	18	6	13	15	12	9	12	9	9	6	8	17	5	6	5	269
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	1	..	..	..	1	5
Cement, Lime	..	..	1	1	..	..	..	..	..	..	1	1	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	7
Glass, Bottles	6	..	3	2	1	3	5	2	..	1	1	4	4	2	3	1	3	3	3	7	3	6	1	2	3	4	2	4	79
Hay, Straw	2	1	1	1	2	..	..	..	1	..	..	2	1	..	3	..	5	2	..	1	2	6	..	..	1	4	3	..	38
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K.	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	3
Live Stock	..	..	..	1	1	1	..	..	..	..	..	16	..	11	..	2	..	..	2	..	..	1	4	6	11	6	5	1	68
P. H. P.	..	..	2	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	16	17	7	37	30	..	111
Lumber & Wood	8	..	5	1	8	4	7	4	..	3	1	4	9	7	6	9	10	11	6	7	1	6	4	13	10	5	6	10	165
Powder	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	2	1	1	..	..	..	..	1	1	2	..	10
Stone	7	..	..	..	1	..	2	..	3	..	2	..	4	3	4	..	2	..	5	1	5	..	..	3	..	3	7	..	52
Sand	3	1	..	..	..	4	..	9	6	..	1	5	5	3	4	4	..	..	4	..	2	..	..	1	1	2	2	5	61
Ice	..	..	..	..	3	..	31	18	..	24	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	78
Sugar, Molasses	5	..	..	1	8	..	2	..	..	2	..	4	..	..	..	3	..	..	..	3	..	1	..	..	2	2	3	..	36
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	5	3	..	..	..	3	2	6	2	6	2	4	35
Merchandise	3	..	1	1	2	2	5	3	..	4	1	4	2	6	2	1	2	3	2	3	3	3	3	3	2	4	3	4	72
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	..	1	..	..	1	..	..	1	..	..	..	..	6
Miscellaneous	5	1	5	7	13	1	3	4	..	7	..	7	..	10	4	4	10	11	1	8	2	9	3	4	15	6	5	3	148
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	3
Steel Rails & A. B.	11	..	..	5	3	21	11	..	..	..	1	..	4	7	..	..	7	1	..	3	..	1	..	..	2	..	..	..	77
Total	75	11	37	67	87	45	110	60	15	78	21	75	49	101	36	48	71	72	37	73	33	73	60	90	94	103	82	52	1745

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	5	..	2	..	2	..	8	..	2	14	..	9	..	4	..	1	..	..	..	2	..	3	..	1	..	4	..	8	..	5	..	70
Wheat	3	2	..	1	1	4	2	1	4	..	1	5	2	3	1	..	2	1	2	4	2	3	1	1	2	..	2	2	1	1	5	59
Flour & Meal	..	..	2	3	6	..	3	..	1	2	1	2	..	1	..	5	2	3	1	2	1	3	1	4	..	2	..	3	2	2	1	54
Bran, M. S. Feed	..	..	2	1	1	2	2	..	..	..	..	1	1	1	1	..	..	2	..	2	1	2	..	1	1	3	1	2	2	..	1	30
Agl. Imps. Mchy.	..	..	4	..	2	..	2	..	4	6	3	..	1	3	..	3	5	..	1	1	1	..	..	5	2	1	..	5	1	4	..	54
Iron, Steel A. K.	14	..	13	5	14	3	16	4	6	7	8	10	3	13	..	13	7	10	..	22	..	25	..	27	..	9	..	9	8	18	..	264
Coal	5	2	7	9	5	11	6	8	9	4	3	8	9	1	4	1	5	5	5	9	6	10	..	6	3	7	6	3	4	3	1	165
Coke	..	..	..	..	..	..	..	..	..	..	1	..	..	2	..	1	..	..	..	2	..	..	..	..	..	1	..	..	2	2	..	11
Brick	..	..	1	1	1	..	..	1	..	2	1	..	..	..	..	..	..	..	..	..	1	1	1	..	2	1	3	..	..	..	3	19
Cement, Lime	..	..	1	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	1	7
Glass, Bottles	2	..	3	2	2	2	3	3	2	6	2	4	2	6	3	..	4	6	1	4	4	7	..	5	2	4	3	8	2	1	5	98
Hay, Straw	..	1	1	..	3	..	1	1	..	1	..	..	..	1	..	..	..	1	..	5	..	2	..	..	2	1	1	2	..	2	1	26
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	1	..	1	..	1	..	1	..	11	..	2	..	..	..	..	..	..	2	..	..	..	..	..	..	..	1	..	1	..	..	..	21
P. H. P.	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Lumber and Wood	5	1	15	12	7	6	8	1	6	7	14	7	2	7	1	4	10	8	5	15	2	11	..	16	7	12	3	13	12	3	8	228
Powder	..	..	..	..	..	1	..	..	..	1	1	..	1	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	1	..	7
Stone	..	3	..	2	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	10
Sand	..	6	..	..	2	..	16	3	..	..	..	10	10	..	11	..	..	5	..	..	4	7	4	..	1	1	..	..	2	..	2	84
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	4	..	..	2	2	..	3	..	..	1	1	..	..	..	..	1	1	2	..	..	..	4	..	2	..	3	..	..	2	3	..	31
Ties	10	..	4	8	6	..	..	..	12	..	..	3	..	5	5	..	4	..	7	3	..	..	5	5	4	6	..	5	3	2	5	102
Merchandise	4	1	5	1	3	2	2	2	3	1	2	2	7	2	3	3	2	2	4	4	4	..	4	3	4	4	6	5	1	2	90
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	1	1	..	..	2	..	..	..	..	..	..	..	6
Miscellaneous	5	2	6	3	11	..	10	..	8	9	8	3	..	12	..	10	3	3	1	12	2	6	1	21	5	9	7	9	12	6	..	184
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	2	5
Oil	..	..	..	..	..	..	..	..	2	1	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Steel Rails & A. B.	..	..	..	..	..	1	1	..	..	1	1	3	..	..	..	..	..	..	1	7	2	..	4	..	..	9	..	6	3	..	..	39
Total	58	18	71	51	72	31	84	25	58	76	47	68	36	66	29	42	46	52	26	96	32	90	17	102	34	80	31	82	62	55	37	1674

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	1	..	1	..	9	..	8	2	1	..	4	..	3	1	..	..	8	..	10	..	1	..	3	..	3	..	7	..	2	..	64
Wheat	19	1	2	6	7	..	1	5	2	1	..	..	..	..	2	2	..	..	10	5	20	..	3	..	..	..	..	1	5	..	92
Flour & Meal	1	..	1	1	2	..	4	..	2	..	1	..	3	..	2	1	1	..	2	..	3	..	1	..	3	..	7	5	2	1	43
Bran, M. S. Feed	3	2	..	1	2	..	3	3	2	2	2	..	3	1	3	3	1	1	3	..	3	2	1	3	2	1	..	..	3	3	53
Agl. Impts. Mchy	1	2	6	..	..	..	6	2	3	1	3	2	3	6	3	..	2	1	2	..	3	5	4	..	3	2	2	1	1	2	66
Iron, Steel, A. K	13	1	11	1	10	10	13	..	22	2	4	..	12	7	11	1	7	1	5	..	19	9	5	1	8	1	13	3	11	5	206
Coal	5	5	5	3	6	2	3	5	5	3	8	10	2	11	3	5	5	4	7	..	5	3	7	2	9	5	..	4	2	1	135
Coke	..	..	1	..	1	1	..	..	..	..	..	..	..	1	1	..	1	..	1	..	1	..	1	..	..	..	2	..	2	..	13
Brick	1	..	2	3	..	..	..	..	3	..	..	..	2	1	1	1	..	..	..	..	..	..	..	..	..	2	..	..	1	..	17
Cement, Lime	..	1	1	..	..	..	..	..	3	..	3	1	..	..	..	1	2	..	..	..	2	..	..	..	1	..	..	1	2	1	19
Glass, Bottles	2	3	3	4	4	..	3	7	3	4	5	4	..	4	3	2	3	3	5	..	3	7	3	2	5	2	..	2	5	4	95
Hay, Straw	4	..	2	1	3	2	..	..	..	4	6	1	7	..	5	3	2	4	3	2	1	1	..	4	..	..	2	2	..	1	60
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Live Stock	5	..	..	1	..	..	..	..	1	..	..	..	4	6	..	..	1	..	..	..	..	..	1	..	..	1	..	..	..	..	20
P. H. P	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	3
Lumber & Wood	20	6	15	3	10	7	18	2	18	5	16	3	10	10	8	5	15	4	14	..	15	9	6	6	12	6	10	14	8	5	280
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Stone	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	1	..	..	5
Sand	..	12	2	7	7	3	..	..	3	7	3	6	4	..	2	..	4	5	3	4	..	2	6	..	11	3	9	..	1	4	108
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	..	3	..	3	1	1	..	4	..	1	..	1	1	1	..	..	..	1	..	3	..	2	..	2	..	1	..	..	..	25
Ties	5	..	..	5	7	..	..	..	7	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	25
Merchandise	5	3	2	5	2	1	5	3	5	4	5	3	1	2	5	1	6	3	6	1	4	3	1	3	5	3	3	2	4	3	99
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E	..	..	..	1	2	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	7
Miscellaneous	11	3	11	2	6	8	13	2	12	..	4	1	7	4	8	..	10	..	6	1	8	4	8	1	6	3	4	1	7	..	151
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Steel Rails & A. B	5	2	7	14	6	..	13	3	4	4	2	5	..	..	3	5	..	5	6	3	..	4	..	6	9	..	8	..	7	3	124
Total	101	41	74	57	90	35	92	34	100	37	69	36	64	55	61	30	69	31	84	16	91	51	53	28	79	30	70	36	65	33	1712

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	14	..	7	..	1	..	8	..	8	..	5	1	4	..	12	..	15	..	9	..	2	..	4	1	4	5	..	7	...	4	..	111
Wheat	12	3	..	..	3	..	2	1	2	1	..	4	1	..	1	..	6	..	..	2	15	1	18	..	15	17	3	13	55	19	1	195
Flour & Meal	2	1	2	3	..	2	..	1	..	1	4	..	1	1	1	1	1	3	1	3	1	1	4	2	1	3	..	3	...	2	..	45
Bran, M. S., Feed	4	..	2	..	2	1	2	1	4	2	..	3	2	..	5	1	2	..	4	3	1	..	4	1	..	..	1	..	..	..	..	45
Agr. Imps. Mchy	2	1	4	..	3	2	2	..	1	4	..	3	3	1	4	6	2	1	12	1	4	2	1	1	4	4	..	6	3	1	4	82
Iron, Steel, A. K.	11	1	17	..	15	7	19	2	5	10	3	12	8	2	4	6	2	5	10	..	7	..	27	1	6	13	1	6	5	5	..	210
Coal	6	3	6	..	7	2	6	2	4	7	..	7	9	4	4	3	5	2	8	4	16	5	8	6	2	10	3	7	6	9	5	166
Coke	1	..	3	..	..	1	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	8
Brick	6	..	3	..	..	1	..	2	..	2	..	..	..	2	..	..	..	1	1	1	..	..	..	..	..	..	..	1	1	..	1	22
Cement; Lime	2	..	2	..	1	4	1	1	..	2	..	..	3	..	..	..	..	1	2	1	..	..	1	..	2	3	..	1	..	..	1	28
Glass, Bottles	4	1	3	..	4	2	4	4	3	..	3	5	3	3	6	6	3	1	3	2	7	2	6	2	1	4	2	6	5	4	3	102
Hay, Straw	..	2	3	..	..	1	..	5	..	1	2	..	1	3	2	..	2	..	3	4	1	2	...	3	..	..	..	..	...	3	..	38
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	...	1	..	2
Live Stock	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber and Wood	8	3	11	..	16	16	14	4	6	5	..	9	9	4	..	13	5	11	29	5	12	11	24	12	7	24	2	14	12	22	13	321
Powder	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	3
Stone	..	..	2	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	5
Sand	4	..	..	5	..	..	5	16	2	9	4	..	2	6	5	..	..	4	..	1	7	8	...	7	..	4	1	..	5	..	4	99
Ice	..	..	..	..	5	2	2	1	3	..	1	1	3	1	1	2	1	..	5	2	3	7	3	3	2	6	2	2	1	..	1	60
Sugar, Molasses	1	..	..	..	2	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	1	..	8
Ties	..	..	..	..	..	..	..	..	..	..	..	..	1	1	2	3	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	9
Merchandise	5	1	4	1	3	3	5	3	3	5	..	1	6	1	2	4	2	2	3	3	2	3	5	1	1	2	1	3	3	..	2	80
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1
Miscellaneous	4	..	7	..	11	6	3	..	..	6	2	5	10	1	1	8	3	4	6	1	8	1	3	..	8	2	1	2	4	3	2	112
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails & A. B.	1	7	2	..	4	..	..	1	..	..	..	..	..	1	1	1	..	..	..	..	..	..	1	2	..	..	..	4	2	..	..	27
Total	87	24	78	9	79	50	75	45	41	57	24	52	66	31	53	54	50	35	96	33	87	45	109	41	56	99	17	77	103	74	37	1784

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	13	..	2	..	7	..	11	1	8	10	..	..	3	10	5	8	7	9	..	10	2	3	..	7	..	4	..	3	..	6	129
Wheat	5	..	7	7	..	3	13	30	21	23	26	1	19	33	41	21	16	40	..	29	29	17	..	26	2	9	..	24	2	17	461
Flour & Meal	..	..	3	..	..	1	1	1	1	1	5	2	1	..	3	2	1	1	1	..	7	..	1	1	..	2	1	2	1	..	39
Bran, M. S. Feed	..	..	..	..	..	..	..	..	..	..	1	..	1	..	1	1	1	..	..	..	1	..	..	1	..	..	..	..	..	..	7
Agl. Imps. Mchy.	..	1	8	1	5	..	1	..	2	1	1	..	..	3	3	2	2	3	1	4	4	3	3	2	1	5	..	2	..	3	61
Iron, Steel, A. K.	6	..	9	..	19	1	18	1	8	8	8	1	9	2	4	2	4	3	1	5	8	6	2	7	1	14	2	15	..	11	175
Coal	1	6	8	4	12	3	2	..	8	5	6	5	5	3	..	10	5	2	14	12	7	..	12	2	10	6	9	6	..	6	169
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	1	..	..	..	..	..	1	..	..	..	4	8
Brick	1	..	..	..	..	1	..	2	2	..	1	..	..	..	..	..	..	..	..	..	..	1	..	2	..	..	..	..	1	..	11
Cement, Lime	..	..	..	..	..	..	..	..	2	2	1	..	4	..	..	3	1	..	..	..	2	..	..	2	..	8	..	6	..	2	33
Glass, Bottles	1	3	1	4	4	3	2	..	4	5	4	2	6	4	1	4	3	3	5	2	4	2	5	6	4	3	2	2	..	1	90
Hay, Straw	..	4	..	..	3	3	5	..	..	2	1	4	1	..	..	..	..	..	..	2	3	2	..	1	..	6	..	..	..	..	37
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
P. H. P.	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	3
Lumber and Wood	3	18	22	9	12	9	17	..	18	6	10	4	7	13	4	12	12	12	10	19	14	4	15	15	11	18	10	15	..	18	337
Powder	2	..	2	..	..	..	..	1	..	1	..	..	..	1	..	..	1	1	..	..	2	..	..	..	..	..	..	..	..	..	11
Stone	..	..	..	..	1	..	..	..	1	..	..	..	2	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	7
Sand	13	..	3	5	6	7	5	9	..	5	5	..	..	..	..	3	..	..	..	3	2	12	..	3	..	4	..	2	..	..	87
Ice	1	3	2	6	4	2	4	4	3	3	4	6	7	9	6	9	6	..	1	1	..	..	..	..	..	..	..	..	..	1	82
Sugar, Molasses	..	..	1	..	..	..	1	..	1	..	..	..	1	..	..	..	..	..	..	1	..	1	..	..	..	..	..	2	..	..	8
Ties	..	..	7	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	5	2	..	..	..	..	15
Merchandise	1	1	6	2	5	2	3	1	1	6	2	3	3	..	2	3	4	2	1	5	1	..	3	6	1	1	2	5	..	2	74
Cotton, Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Earthenware & F. E.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	2	..	..	..	..	..	..	..	..	..	..	..	3
Miscellaneous	6	..	5	1	5	..	4	..	6	5	4	..	10	3	6	7	5	1	2	8	4	4	1	10	1	6	..	6	..	9	119
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
Oil	1	..	..	..	1	..	..	..	..	..	..	..	..	1	1	..	1	..	..	1	..	..	..	..	..	..	1	..	..	1	8
Steel Rails & A. B.	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Total	54	39	86	39	84	35	87	50	86	83	81	28	80	82	77	88	71	77	39	103	91	56	42	93	36	89	27	90	4	82	1978

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	2	..	5	..	6	..	1	5	..	..	..	..	..	..	..	1	..	..	..	..	..	1	1	..	2	..	5	..	2	31
Wheat	24	1	19	8	4	4	7	24	2	5	28	7	11	1	42	..	21	8	7	2	21	21	10	3	5	8	1	2	18	14	14	342
Flour & Meal	1	..	2	..	2	1	..	..	1	..	1	1	1	..	1	4	..	1	..	..	..	2	1	1	..	2	..	1	1	3	1	28
Bran, M. S. Feed	..	..	1	..	3	..	1	..	2	..	1	..	..	..	2	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	14
Agl. Imps., Mchy	1	..	4	2	5	..	2	..	5	..	2	..	5	1	4	..	3	1	3	..	2	2	1	1	3	1	2	3	1	..	1	55
Iron, Steel, A. K.	7	..	12	..	4	..	8	..	12	5	5	..	10	..	6	..	10	2	9	..	16	1	15	..	13	..	15	..	12	..	8	170
Coal	4	2	14	2	15	2	7	5	6	15	3	4	..	9	6	8	6	8	5	..	13	6	2	8	5	1	..	7	8	3	4	178
Coke	1	..	..	..	..	..	..	..	1	..	1	..	2	..	1	..	2	..	..	..	..	..	..	..	..	..	1	..	..	..	..	9
Brick	1	..	2	1	3	1	..	..	..	..	2	..	..	..	..	2	2	..	..	..	..	1	2	..	1	1	..	..	1	..	..	20
Cement, Lime, Plas	..	..	..	..	3	..	1	..	1	..	3	..	1	..	..	..	1	..	1	..	..	..	..	..	1	..	1	..	3	1	..	17
Glass, Bottles	2	3	3	..	3	..	3	1	3	4	3	2	..	3	2	3	6	3	2	..	3	1	1	2	3	1	1	2	1	2	2	65
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	2	1	..	..	..	..	1	..	..	..	..	..	..	6
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Live Stock	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	4
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1
Lumber & Wood	12	8	9	..	17	..	3	..	6	7	6	2	12	3	5	..	4	..	6	..	10	1	9	1	3	1	11	1	8	1	5	151
Powder	..	..	..	..	..	..	..	1	..	..	..	..	..	..	2	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Stone	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	4
Sand	..	..	3	..	..	..	..	..	..	4	..	..	..	7	..	..	..	8	..	..	3	..	..	1	..	5	..	..	..	..	5	36
Ice	..	2	1	2	3	..	6	7	4	3	3	3	4	8	8	6	5	5	5	4	6	7	5	8	8	4	2	5	5	6	9	144
Sugar, Molasses	..	..	1	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	1	..	..	6
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	3	2	..	1	5	1	..	1	2	2	4	3	1	6	3	1	1	2	5	1	1	5	2	4	2	3	3	1	3	1	4	73
Cotton, Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Miscellaneous	4	2	9	1	8	..	6	1	5	1	4	1	1	..	7	..	10	..	3	..	5	..	2	2	6	1	4	..	10	1	4	98
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Steel Rails, A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	60	20	83	17	80	9	50	40	52	47	72	23	50	41	90	25	73	40	50	8	78	50	51	31	54	23	50	23	78	32	61	1461

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	4	..	10	..	25	30	7	6	12	..	3	..	3	..	2	10	3	..	8	..	9	..	7	..	10	5	2	5	161
Wheat	4	11	..	5	11	4	1	7	4	3	5	9	7	12	11	8	..	14	8	10	4	7	1	1	23	6	8	5	8	3	..	200
Flour & Meal	..	1	1	2	3	1	..	..	..	2	..	1	..	7	..	2	..	2	1	..	1	..	3	1	..	6	..	6	7	4	2	53
Bran, M. S. Feed	..	..	..	..	..	..	..	1	..	1	..	2	..	1	..	..	..	..	1	1	..	..	..	1	..	2	..	..	1	..	..	11
Agl. Imps. Mchy.	..	3	..	2	2	..	..	5	1	3	..	3	1	1	2	5	..	2	1	2	1	4	1	1	4	4	1	6	2	1	1	59
Iron, Steel, A. K.	..	11	..	13	1	7	..	11	..	4	1	7	4	3	..	4	..	6	8	3	..	7	5	2	1	9	..	7	2	2	4	122
Coal	4	3	..	10	2	4	4	3	5	1	4	6	24	14	6	31	..	23	6	14	10	25	16	15	20	18	4	32	22	19	13	358
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	1	..	..	..	1	..	4
Brick	..	..	..	1	..	3	1	1	1	2	..	..	..	1	..	2	..	..	5	..	1	1	..	1	1	..	..	..	..	..	1	22
Cement, Lime, Plas.	1	1	1	2	2	1	1	1	..	1	..	2	1	1	..	1	..	..	5	4	1	..	1	..	1	..	..	1	2	2	2	35
Glass, Bottles	3	2	..	3	..	1	2	..	1	1	2	..	..	2	1	..	..	1	..	11	2	1	..	..	1	1	2	1	1	2	..	41
Hay, Straw	..	..	..	..	1	..	..	..	..	1	1	..	..	1	..	..	..	..	..	..	..	1	..	..	1	1	..	1	..	3	2	13
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	2
Live Stock	..	..	..	..	1	..	..	1	..	..	..	..	1	..	1	1	..	..	..	..	1	..	..	..	..	..	..	1	..	..	1	8
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber and Wood	..	12	..	4	4	11	..	12	5	7	1	7	2	10	1	7	..	2	9	4	1	9	3	4	2	9	..	7	7	6	3	149
Powder	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	3
Stone	..	1	..	..	..	2	..	..	..	..	..	..	1	..	..	1	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	8
Sand	..	..	2	2	..	..	4	4	..	..	6	..	..	9	3	..	..	..	4	..	3	..	..	..	11	..	2	..	9	..	..	59
Ice	8	6	9	10	9	10	8	4	2	2	2	3	4	5	4	3	8	7	..	5	9	3	3	4	1	..	..	2	..	1	1	133
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	3	2	..	..	..	..	1	..	1	..	1	..	..	..	..	..	1	2	..	..	11
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	3	..	3	2	4	2	3	3	2	2	3	4	2	4	4	..	4	1	2	3	3	4	..	3	3	1	2	2	5	..	76
Cotton, Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Miscellaneous	1	2	..	4	..	6	..	4	..	3	..	6	3	2	..	15	..	7	6	2	..	8	3	7	5	7	..	6	4	4	..	105
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	2
Steel Rails & A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	23	56	13	65	39	64	23	82	52	40	30	64	54	74	33	87	8	72	66	67	36	78	42	46	74	75	18	88	74	56	37	1636

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	8	..	14	..	8	2	..	11	6	..	9	..	12	..	14	..	19	11	12	..	14	19	14	..	16	7	..	9	..	205
Wheat	12	7	..	8	6	3	9	3	4	1	9	5	3	7	5	15	4	9	15	12	..	12	16	14	..	7	3	2	8	3	202
Flour & Meal	1	1	..	4	..	3	1	..	7	1	..	..	..	..	..	2	..	2	...	1	1	1	5	3	1	1	3	..	3	2	43
Bran, M. S. Feed	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2	..	1	..	5
Agl. Imps., Mchy	..	4	1	3	2	6	2	5	9	2	1	3	1	3	..	3	1	3	3	3	1	3	2	1	1	..	1	..	1	3	68
Iron, Steel, A. K.	1	5	..	10	4	5	10	..	11	6	..	1	1	8	5	7	1	9	12	3	5	5	5	7	2	5	10	1	2	8	149
Coal	6	34	17	35	21	32	24	10	25	16	13	10	10	23	24	21	11	30	41	39	12	37	25	9	25	30	41	28	27	20	696
Coke	..	..	..	..	..	..	1	..	..	1	..	..	..	..	2	..	..	..	..	1	..	..	2	1	1	..	1	1	..	..	11
Brick	..	..	..	..	1	..	..	1	1	..	..	1	1	3	..	1	..	..	..	..	..	2	..	..	..	..	..	2	1	..	14
Cement, Lime, Plas	..	..	..	..	2	..	..	..	2	1	1	2	..	..	..	..	1	7	8	1	..	6	3	2	2	..	1	1	1	..	41
Glass, Bottles	..	..	1	..	1	3	..	1	2	2	..	2	2	..	2	1	2	4	2	1	2	1	..	2	1	2	2	..	2	2	40
Hay, Straw	..	1	1	..	..	..	..	..	..	..	..	4	1	3	..	2	..	4	4	..	1	5	..	..	..	..	..	..	..	..	27
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	2
Fruit, A. K.	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	2
Live Stock	..	..	..	..	..	..	..	..	..	3	1	1	..	1	..	..	1	..	1	3	25	18	..	3	..	1	..	..	1	..	59
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	2
Lumber & Wood	..	5	3	6	3	2	8	..	11	2	2	12	..	6	2	8	5	11	3	7	1	11	8	6	3	3	14	7	1	8	158
Powder	..	..	..	..	..	1	2	1	..	..	..	1	..	..	..	1	..	..	..	2	..	..	2	..	..	..	1	3	..	1	15
Stone	..	4	..	..	2	..	1	1	..	..	..	3	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	13
Sand	1	..	..	2	5	..	..	3	..	2	..	6	..	..	8	..	..	..	6	10	..	..	1	..	..	5	1	4	..	4	58
Ice	..	3	3	..	..	1	1	4	2	3	3	..	1	..	..	1	..	1	..	1	..	..	2	..	1	1	1	..	..	1	30
Sugar, Molasses	..	..	..	2	1	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	4	..	12	12	8	..	6	4	8	..	..	..	12	..	22	90
Merchandise	1	2	3	6	1	4	1	1	4	2	3	3	2	1	1	4	4	4	1	3	..	2	3	4	1	3	5	1	2	4	76
Cotton, Glycerine	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2
Miscellaneous	..	6	1	9	3	1	3	..	8	5	..	11	1	3	4	3	1	1	1	4	10	8	2	3	5	2	9	9	2	8	123
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	1	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Steel Rails & A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	10	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	10
Total	22	91	31	99	52	70	66	30	98	54	34	75	24	72	55	87	31	117	120	111	58	132	99	77	43	76	106	71	62	87	2150

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	7	..	5	10	..	10	10	13	9	8	16	5	11	7	4	2	8	5	4	6	7	..	5	9	12	9	8	..	7	17	7	221
Wheat	34	5	28	17	..	33	35	13	13	42	18	13	33	22	19	19	37	31	37	17	37	25	36	23	16	9	12	2	17	13	25	681
Flour & Meal	2	..	..	..	..	1	1	1	2	1	..	1	4	1	..	1	2	1	1	2	..	2	2	..	3	2	5	2	..	1	2	40
Bran, M. S. Feed	3	..	1	..	..	5	..	..	1	..	..	..	3	..	2	..	..	..	1	..	1	..	..	2	1	..	1	..	1	..	..	22
Agl. Imps., Mchy	1	..	1	1	1	4	1	4	2	3	..	2	9	2	..	1	..	..	1	5	2	2	4	2	2	..	3	5	1	2	1	62
Iron, Steel	6	..	13	5	5	12	3	6	4	9	5	5	13	8	5	8	14	1	2	10	2	4	..	11	4	5	4	4	3	7	6	184
Coal	21	20	36	26	32	20	38	21	38	40	33	38	16	27	16	27	52	31	11	25	52	33	29	18	26	9	48	32	31	33	29	908
Brick	1	..	6	..	..	1	..	..	6	1	..	..	..	4	1	..	..	..	..	..	4	1	..	1	4	..	..	1	..	1	2	34
Cement, Lime, Plas	1	1	2	..	..	..	3	1	3	4	2	1	1	..	..	2	1	1	..	..	2	2	2	1	..	2	1	3	..	7	2	45
Glass, Bottles	2	3	2	3	..	2	2	2	2	4	4	..	1	5	4	4	2	2	..	2	1	3	2	4	2	..	3	2	1	3	1	68
Hay, Straw	1	..	1	4	..	..	..	3	2	1	2	3	..	1	1	3	1	2	1	3	1	..	1	1	1	3	1	1	2	4	6	50
Lead	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	6	..	..	..	2	..	..	..	..	2	..	..	1	..	38	52
Live Stock	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	1	1	..	..	2	7
P. H. P.	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	2	1	1	..	..	2	2	2	1	..	2	1	3	..	7	2	192
Lumber & Wood	13	1	8	5	5	4	6	5	1	8	7	1	8	8	10	3	6	10	3	2	8	8	5	5	6	9	10	9	6	7	5	14
Powder	..	1	1	..	..	..	..	2	..	..	1	..	..	2	..	1	..	..	1	1	..	..	..	..	..	1	2	..	1	..	..	13
Stone	3	..	..	..	..	1	..	1	..	1	1	..	..	..	1	..	..	..	1	..	..	2	..	1	..	..	..	..	..	..	..	..	87
Sand	6	..	2	7	..	6	1	..	..	4	..	..	4	4	..	2	..	13	..	3	..	..	..	..	..	1	..	9	11	..	14	20
Ice	..	1	2	..	..	1	2	2	2	2	..	..	1	1	..	1	..	..	..	..	1	..	..	1	..	..	1	..	1	1	..	6
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	1	1	..	..	5	1	4	..	165
Ties	5	..	2	..	5	13	1	6	..	15	17	16	19	22	7	3	5	2	8	1	4	1	1	1	1	..	..	5	1	4	..	69
Merchandise	5	1	2	4	..	2	2	3	3	2	3	1	3	2	2	3	2	3	..	1	3	3	2	2	2	1	2	3	3	2	2	..
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Earthenware & F. E.	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	157
Miscellaneous	5	..	1	4	6	5	6	3	6	1	3	3	11	5	4	7	4	1	8	8	8	4	9	3	2	5	6	3	5	12	9	..
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	1	..	..	..	..	..	1	..	1	..	..	11
Coke	..	..	1	..	2	3	..	..	..	..	..	..	1	..	..	1	..	..	..	2	..	..	..	..	..	..	..	1	..	1	..	7
Oil	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails, A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	2	..	..	..	..	..	..	..	24
Fruit	..	2	1	..	1	..	2	2	1	1	3	2	..	2	2	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	116	36	116	86	57	124	113	88	95	148	116	92	139	123	80	95	135	104	79	91	138	91	100	88	82	61	109	83	94	115	152	3146

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	10	11	11	12	14	..	19	5	7	9	18	6	...	10	2	14	16	15	15	9	8	5	6	2	5	6	9	16	6	1	267
Wheat	20	17	13	12	22	2	13	24	18	26	12	25	13	17	11	5	30	18	9	8	12	14	11	13	21	16	7	8	13	5	435
Flour & Meal	1	3	1	3	5	1	2	1	3	6	1	3	...	1	3	..	2	...	1	...	..	3	2	...	3	2	1	1	7	2	58
Bran, M. S. Feed	...	2	1	2	...	..	...	1	..	1	..	1	...	..	...	..	1	...	..	..	2	...	..	1	...	..	...	..	..	..	1	13
Agl. Imps., Mchy	4	..	2	6	1	1	2	2	1	2	2	...	1	1	...	..	..	...	6	2	2	1	1	4	...	..	3	5	1	2	52
Iron, Steel	8	1	11	9	8	7	7	19	8	8	9	10	7	11	4	8	5	4	9	1	6	7	7	3	5	3	6	6	1	5	203
Coal	34	21	40	51	50	46	39	57	19	20	11	39	65	38	45	40	74	69	31	47	34	43	25	53	47	43	50	32	37	11	1211
Coke	...	...	...	...	...	1	...	1	...	...	..	2	...	...	...	..	1	2	1	2	..	2	1	2	2	..	1	..	1	..	19
Brick	...	...	1	...	...	..	1	3	..	1	1	...	1	...	...	..	3	4	2	1	3	5	..	2	1	2	1	..	4	..	36
Cement, Lime, Plas	5	2	2	1	...	..	2	...	...	...	...	...	1	...	...	..	...	2	1	2	..	...	...	...	1	..	1	..	..	..	20
Glass, Bottles	3	..	2	1	2	2	3	2	..	4	2	2	2	3	3	1	3	3	3	4	2	3	..	2	3	4	...	2	2	..	63
Hay, Straw	1	..	4	2	5	..	1	3	1	..	1	1	1	1	2	2	5	1	1	4	2	3	1	1	2	..	...	1	..	1	47
Lead	1	1	...	...	...	...	...	...	1	...	...	...	...	...	...	1	3	...	1	..	...	...	...	...	...	...	...	1	..	..	9
Live Stock	...	...	...	...	...	..	1	17	1	..	1	1	...	...	22	...	...	1	..	...	...	...	...	...	...	...	1	..	..	1	46
P. H. P.	...	...	...	1	...	...	...	...	1	1	...	...	...	1	...	1	1	...	...	...	...	...	...	...	1	..	...	..	..	1	8
Lumber & Wood	3	6	6	6	5	6	6	6	1	6	9	7	3	3	7	2	2	9	7	5	3	7	4	10	7	8	2	5	2	4	157
Powder	...	...	...	...	...	...	...	1	..	1	..	2	...	...	...	1	...	...	1	1	...	1	...	...	2	1	2	..	..		13
Stone	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		..
Sand	...	...	...	...	...	..	13	2	..	3	..	...	11	...	11	..	5	...	...	...	8	...	...	6	...	..	6	5	..	2	72
Ice	1	..	...	1	1	..	1	1	...	..	1	3	2	1	1	..	1	...	...	...	...	...	...	...	...	...	...	...	...		14
Sugar, Molasses	...	4	...	...	1	1	...	2	2	...	1	...	...	2	...	...	...	...	...	...	...	...	...	...	1	1	...	3	4	1	23
Ties	7	..	1	...	...	...	...	2	..	...	...	...	6	...	...	2	...	...	...	...	...	...	...	...	...	...	...	...	...		18
Merchandise	3	1	2	2	2	4	1	4	1	2	2	5	3	3	2	2	1	3	3	2	3	2	1	3	3	2	1	3	2	..	68
Cotton	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		..
Earthenware & F. E	...	...	...	...	...	...	...	1	..	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		2
Miscellaneous	4	4	11	2	5	11	3	9	4	5	6	9	9	8	9	2	7	5	7	5	10	14	6	9	4	6	11	8	6	9	208
Burlaps	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		..
Oil	...	...	...	...	...	...	...	1	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	...	...	...	...	...	...		2
Steel Rails, A. B.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		..
Tankage	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...		..
Fruit	...	...	...	...	...	...	...	2	...	...	...	1	...	...	1	...	...	...	...	...	...	...	...	1	...	...	1	...	...		6
Total	105	73	108	111	121	82	114	166	67	96	77	117	126	100	123	81	160	136	98	93	95	109	67	112	106	95	102	98	86	46	3070

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	6	9	..	16	21	5	..	12	9	10	..	10	9	4	..	13	5	14	..	15	12	19	11	9	19	12	18	21	23	24	..	326
Wheat	10	12	11	9	8	14	..	7	12	20	6	6	17	3	11	6	7	18	1	5	13	17	15	8	4	24	14	11	16	13	22	360
Flour & Meal	5	..	2	..	2	1	..	3	...	1	..	1	2	4	..	2	1	2	..	3	1	...	5	..	1	..	1	2	5	2	..	46
Bran, M. S. Feed	2	..	..	..	..	1	..	3	1	1	..	1	2	2	..	..	..	..	..	2	1	..	2	1	1	1	2	1	..	..	..	25
Agl. Imps., Mchy	..	..	1	1	..	..	..	2	2	3	..	3	..	..	2	5	1	..	1	3	1	3	1	2	..	1	1	..	2	2	1	38
Iron, Steel	3	9	2	2	5	3	2	8	8	5	..	7	3	7	..	19	13	8	2	5	9	10	7	9	5	5	5	9	6	11	10	197
Coal	41	26	34	37	59	36	32	32	50	20	22	31	26	22	20	22	36	42	12	35	50	33	27	24	4	20	23	18	12	24	19	889
Coke	4	3	..	..	..	..	..	..	1	1	..	3	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	1	..	2	17
Brick	3	..	..	..	..	..	..	1	..	..	..	1	3	..	..	..	..	..	..	2	..	..	..	2	..	..	1	..	..	..	..	..	13
Cement, Lime, Plas.	..	1	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	12	10	7	7	39
Glass, Bottles	3	2	2	3	2	1	..	1	4	2	2	2	2	..	4	2	3	5	3	5	..	2	1	3	..	4	3	..	4	5	4	74
Hay, Straw	..	..	..	..	1	1	..	..	..	..	1	1	1	..	..	2	..	..	..	..	..	..	3	1	1	1	3	..	..	3	..	20
Lead	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	..	1	..	..	..	..	..	..	..	1	..	2	8	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	15
P. H. P.	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	7	..	..	..	1	..	..	..	..	..	..	..	..	..	..	10
Lumber & Wood	8	2	6	2	8	1	1	3	4	3	..	3	4	6	1	10	10	7	..	4	7	5	12	2	3	4	3	3	4	5	6	137
Powder	..	1	..	..	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	5
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	2
Sand	9	..	4	..	6	..	..	3	..	3	16	..	..	18	..	..	..	..	6	..	..	..	6	..	6	12	1	..	..	5	..	95
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	1	3	4	2	1	1	..	1	1	..	..	3	..	..	2	2	..	..	2	..	1	..	..	..	..	..	..	1	1	..	26
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	2	1	3	4	1	..	2	3	3	2	4	3	..	3	1	3	2	2	3	1	2	2	4	1	2	3	..	3	2	1	65
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. E.	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2
Miscellaneous	9	9	10	6	10	8	5	7	7	8	..	15	6	7	2	9	4	2	1	12	11	9	2	7	1	6	6	2	6	2	8	197
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	2
Steel Rails, A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	1	..	..	..	..	2	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	1	..	..	..	..	..	4
Empty Cars, New	..	..	..	..	..	26	..	5	..	5	..	..	..	..	..	43	98	95	101	28	96	108	101	94	92	46	94	85	80	95	107	80	39
Total	107	79	77	83	128	100	43	89	104	88	50	90	89	74																		2644

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	1	..	1	..	..	1	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	6
Wheat	14	1	6	..	8	6	1	..	1	1	2	4	4	1	1	4	3	..	4	1	..	6	3	3	..	6	3	4	4	14	..	105
Flour & Meal	1	1	..	2	..	..	..	2	..	2	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	1	..	..	..	1	2	15
Bran, M. S. Feed	..	..	..	..	2	2	1	..	..	2	5	3	2	5	1	10	2	..	7	2	1	4	..	..	..	2	2	1	..	2	..	56
Agl. Imps. Mchy	2	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Iron, Steel	1	6	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	10
Coal	11	19	6	12	15	24	28	21	23	22	10	22	7	26	12	19	15	7	17	27	15	24	24	25	2	13	24	16	21	23	22	552
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Glass Bottles	1	3	1	1	2	2	2	3	3	1	..	1	..	2	1	2	4	1	1	2	2	2	5	2	..	1	1	2	4	5	2	59
Hay, Straw	..	2	1	1	..	3	4	..	..	2	..	2	..	..	1	4	..	..	..	..	4	1	..	2	2	..	..	..	..	..	1	30
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Live Stock	..	..	..	..	..	1	..	..	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Lumber & Wood	..	..	..	..	..	..	2	2	..	..	..	2	..	..	2	..	1	..	..	5	..	2	..	1	..	..	..	..	..	..	2	19
Powder	..	..	..	..	..	2	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	1	..	..	..	..	..	1	7
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	3	..	..	4	12	3	4	13	..	..	..	..	..	6	6	7	..	..	4	..	15	..	..	..	10	..	3	..	2	5	9	106
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	3
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	2	..	1	..	3	4	2	1	3	2	..	..	2	1	1	3	2	..	1	2	1	1	3	1	1	2	2	2	2	1	..	46
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Earthenware & F. Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1
Miscellaneous	..	..	..	1	..	1	..	1	4	2	..	2	..	..	3	2	4	..	..	6	6	2	2	2	3	4	..	3	..	2	2	52
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Steel Rails & A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Totals	35	33	17	21	44	48	45	44	35	36	17	37	15	44	28	52	32	8	34	47	44	47	37	37	19	29	35	29	33	53	41	1076

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Dec.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Wheat	..	9	4	4	5	11	6	..	11	9	6	..	20	3	..	..	4	2	11	6	6	1	3	13	1	3	..	4	142
Flour & Meal	..	..	1	2	1	3	..	2	..	2	1	..	..	..	..	..	..	..	3	..	1	..	..	..	..	2	7	..	25
Bran, M. S. Feed	..	..	1	..	1	..	..	..	1	1	..	..	1	..	..	1	..	..	..	2	..	..	..	..	..	..	..	..	8
Agl. Imps. Mchy	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	3
Iron, Steel	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Coal	..	16	4	23	22	18	10	8	14	15	16	16	16	12	..	17	12	11	9	13	10	..	14	16	15	22	29	20	378
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	..	1	..	..	..	..	..	..	..	1	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Glass Bottles	..	3	3	1	2	3	1	..	2	1	3	2	2	1	..	4	2	4	2	2	1	..	2	1	2	3	2	3	52
Hay, Straw	..	1	..	2	..	2	..	..	..	1	..	..	2	..	..	3	1	..	1	1	..	..	2	..	..	..	..	1	17
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Live Stock	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	3
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Lumber & Wood	..	..	..	1	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	2	1	..	..	..	2	8
Powder	..	..	..	..	1	..	..	..	..	..	..	..	1	1	..	..	..	..	1	..	1	..	..	..	1	..	..	1	7
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	..	2	..	1	12	1	..	..	6	2	..	6	1	..	11	..	1	3	..	7	3	3	5	5	6	..	15	1	91
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	..	1	1	3	2	4	3	1	1	2	1	3	1	1	..	2	2	3	3	2	3	1	1	3	3	2	2	1	52
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Earthenware & F. Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Miscellaneous	..	6	1	1	1	..	2	..	..	3	1	..	..	2	..	1	..	..	2	..	1	1	2	7	2	..	..	2	35
Burlap	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails & A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Totals	..	39	16	38	48	43	22	12	35	40	29	27	46	21	11	28	23	24	32	33	26	6	31	46	30	34	56	35	831

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain																								1								
Wheat		10	4		10	6	5	3	3	4		1	3	17		2	9	1	3	13	3	2	5	2	10	1	2			4	3	126
Flour & Meal			3	1		1	1			1	1	1	1													2					1	13
Bran, M. S. Feed			4	1										1						1	1							1				9
Agl. Imp. Mchy												1							1	1	1					1			1			4
Iron, Steel																1		1	1	1	2		1	1	4			1		1		14
Coal		18	12	16	17	22	18	3	5	27	20	20	18	17		15	13	13	18	8	8	7	12	16	18	13	15	10	1	16	9	405
Coke																																
Brick														2				1								1				1		5
Cement, Lime, Plaster																1	1		1							2		1				6
Glass Bottles		3	1	7	3	3	4	1	1	1	2	2	3	4		3	4	2	2	2		3	3	4	6	2	2	3		2	3	76
Hay, Straw				2						1	2			5			1	3		4	4						1	1		1		25
Lead																																
Live Stock											1						1						2									4
P. H. P.																																
Lumber & Wood			1	1		1															2	2		4		1	1	1			1	15
Powder								1				1	1	1						1							1				1	7
Stone										1																						1
Sand		1			5			12			2			3	13		2		5	6	1	3		5		9	1	7			5	80
Ice																																
Sugar, Molasses																																
Ties																																
Merchandise		3	1	2	1	3	2		1	3	1	1	3	3		1	1	5	1	2	3	1	1	3	2	4	2	4		2	4	60
Cotton																																
Earthenware & F. Earth																		1					1						1			3
Miscellaneous	1	4	1	1		1	1		4	5	1	2	1	1		1	1			1	2	1		1	3	6	1	1				41
Burlaps																																
Oil																																
Steel Rails & A. B.																20		19	26	28	7											100
Tankage																																
Fruit																																
Empty Cars																																
Totals	1	39	27	31	36	37	31	20	14	42	31	29	30	54	13	44	33	46	58	67	33	19	25	37	45	39	28	29	1	29	27	995

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain			1																												1
Wheat	4	1	4	1		1	4	2	5	4	1		3	5	6	12		7		1	6	1	10	5	1		1	1	2	6	94
Flour & Meal		2						2	3		3			3		1	1	2					1		1						19
Bran, M. S. Feed				1		2	1								1	1	1												1		8
Agl. Imps. Mchy			1					1		1			1																		4
Iron, Steel	1		1	1		1	2		3			1	4				2	3		1	2	1	4		1		4	2	4		38
Coal	10	10	8	13		12	15	15	12	21	22	4	13	15	16	22	10	11		12	15	10	14	16	10		12	13	11		342
Coke																															
Brick		1		1												3															5
Cement, Lime, Plaster	1							1																							2
Glass Bottles	4	2	3	2		2	2	2	2	3	4		4	3	5	2	4	4		3	3	3	3	2	4		2	4	4	2	80
Hay, Straw		2			1			4		1											2	1	1				1			1	14
Lead																															
Live Stock	2							1	1	1					1	1	1	1			1									1	11
P. H. P.																															
Lumber & Wood		1	2			1	1		1					1										1		1		1		10
Powder						1																1						1		1	4
Stone						1							1																		2
Sand	3		1	8	4		9	4		2	4			12	2		3			5	4	8	3				10	6	4		92
Ice													4	3	3																10
Sugar, Molasses																															
Ties																															
Merchandise	2	1	2	3	1	2	3	3	3	1	3		2	2	2	3	2	3		4	1	3	1	3	4		1	2	3	1	61
Cotton																															
Earthenware & F. Earth																					2						1				3
Miscellaneous	3	2	2	1	1		1	1	1				1					1		2		1	1	1	1		1				21
Burlaps																															
Oil																															
Steel Rails, A. B	2										1																		27	2	32
Tankage																															
Fruit																															
Empty Cars																															
Total	33	23	23	33	7	23	38	36	31	34	38	5	33	44	36	45	24	32		28	36	29	38	28	22		34	29	57	14	853

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain		1																														
Wheat	1	5		12		11	2	9	3		1	8	4	2		1		7	4	1	2		8		5		2		4	2	8	102
Flour & Meal	2			1					1		3	1	2	1	2	5		3			1				2	3				1		28
Bran, M. S. Feed																																
Agl. Imps. Mchy		1												1																		3
Iron, Steel	2		5			2	1				6				3	5				2	2				1							45
Coal	19	12	5	13	26	16	16	18	20		16	9	21	32	16	14	8	12	20	16	19	13	23		24	9	19	12	23	13		464
Coke																																
Brick									1					1				3		1		2					2	3	2			15
Cement, Lime, Plaster				2	1	1							1	1										1								
Glass Bottles	2	3		5	4	2	5	1	3		2	2	6	4	3	3		3	1	5	3	4	3		3	2	4	3	2	2		8
Hay, Straw		1			2		3		2						1						1											80
Lead																														1		11
Live Stock																																
P. H. P.																																
Lumber & Wood		1			1							2			3						3	2			1	2	2				3	20
Powder		1					1					1			2													1				6
Stone														1																		1
Sand		10	14		3	5	9		4		5		1		10			11			11		6				3				7	99
Ice																		4	2		1	1	3	4	5	7	6	7	5	5	2	52
Sugar, Molasses																										1						1
Ties																																
Merchandise	3	1		2	4	2	1	3	2		2	3	2	2	2	1		4	1	2	1	3	2		1	2	3	2	1	1		53
Cotton																																
Earthenware & F. Earth					2						2			1																		
Miscellaneous	2					2	1	3										1	1	1			2				1		1			5
Burlaps																																15
Oil																																
Steel Rails & A. B.	11	31		22	16	3					2			1	1																	87
Tankage																																
Fruit																																
Empty Cars																																
Totals	42	67	24	57	59	44	39	34	36		39	24	39	47	38	34	8	48	29	28	44	25	47	5	44	29	45	32	39	30	20	1096

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain																															
Wheat			4																												4
Flour & Meal	1																														1
Agl. Imps. Mchy.		1		1																											2
Iron, Steel		3	3	2																											8
Coal	9	19	8	24																											60
Coke																															
Brick																															
Cement, Lime, Plaster			1																												1
Glass Bottles	2	5	4	2																											13
Hay, Straw			1																												1
Lead																															
Live Stock					4																										4
P. H. P.																															
Lumber & Wood			2																												2
Powder		2	1																												3
Stone																															
Sand																															
Ice																															
Sugar, Molasses	1	1																													2
Ties																															
Merchandise	3	1	2	3																											9
Cotton																															
Earthenware & F. Earth.		1																													1
Miscellaneous		1	3																												4
Burlaps																															
Oil																															
Steel Rails A. B.	14	25	6	13																											58
Tankage																															
Fruit																															
Empty Cars																															
Total	30	59	35	45	4																										173

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain										1			1	1																		
Wheat							13	9	6	7	3	5	3	6	3	7	7	14		4	13	2	4	6	2		4		3	5	7	133
Flour & Meal							3	2	3	1	1				4		2	4			4	2			1			1	1	1		30
Agl. Imps. Mchy						2			1							2	1								1			2	4	1	1	15
Iron, Steel					4	8		4		2	1			2	4	3		3														31
Coal				2	14	26	35	3	13	12	16	7	11	13	21	16	9	8		10	8	14	4		36	3		22	12	13	17	345
Coke																																
Brick							2	1	1					1	2	4				1		2	1									15
Cement, Lime, Plaster						1	1		1				1					1		1			1					1				8
Glass Bottles						1	1	4	2	5	2		3	3	4	4	3	5			2	5	1		7		1	3	2	1	2	61
Hay, Straw																																
Lead																																
Live Stock																																
P. H. P.																																
Lumber & Wood													1			1								1				1				4
Powder									1																1				1	1		4
Stone																																
Sand						3							2				3			2			1	3			3	1	1			19
Ice				1																												
Sugar, Molasses																																1
Ties							3	7	2	3	1	3		1	2	1	2	2	2		2	1	2	2	1	2		2	2	1	1	2	47
Merchandise																																
Cotton						1																										
Earthenware & F. Earth																																
Miscellaneous				1		6	4	2	1		3		2	3	1	1					3	1		2		4	2	1	3	1	42
Burlaps																																
Oil																																
Steel Rails & A. B.				1	1	1		17	1						1			1											1			2
Tankage																		3				2		1					1			28
Fruit																																
Empty Cars																																
Totals				5	19	52	66	44	33	29	29	12	25	31	41	40	27	38	3	20	28	30	17	11	53	3	14	34	28	27	30		789

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	9	5	5	2	..	4	..	2	1	4	1	10	4	..	2	4	..	2	4	5	..	..	111
Wheat	6	..	13	4	7	12	3	2	..	..	..	..	..	2	..	..	..	1	..	3	1	4	1	..	..	..	..	..	..	2	..	..	17
Flour & Meal	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	19
Agl. Imps. Mchy	..	..	..	1	2	2	1	1	..	1	1	2	2	..	..	1	1	1	..	..	..	1	..	..	1	..	..	..	..	..	2	1
Iron, Steel	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coal	23	..	35	18	21	16	17	26	2	36	20	14	26	20	26	8	34	17	29	36	20	16	5	14	5	26	24	21	13	21	30	619
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	1	..	..	..	1	..	1	..	1	1	..	1	1	..	..	3	..	..	1	1	..	1	..	..	1	..	..	2	1	..	2	14
Cement, Lime, Plaster	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	1	..	..	1	1	..	..	..	..	1	..	..	..	..	..	1	11
Glass Bottles	2	..	3	2	1	2	2	1	..	..	1	4	3	1	2	..	2	1	4	2	4	..	..	3	1	1	1	1	1	..	4	49
Hay, Straw	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	1	1	1	..	1	..	..	..	6
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3	..	1	..	6
Live Stock	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	18
Lumber & Wood	..	..	..	..	1	4	..	..	..	1	2	..	2	1	..	..	1	..	..	1	..	..	1	..	2	1	..	1	..	..	..	4
Powder	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..
Stone	..	..	6	..	8	1	..	2	..	3	4	..	..	..	8	..	3	3	2	..	..	1	..	..	..	14	..	..	..	..	..	55
Sand	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	1	1	1	3	2	2	3	..	4	2	4	3	2	2	..	2	1	2	2	2	2	..	1	2	1	2	1	2	1	1	54
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	1	..	..	..	..	4
Earthenware & F. Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..
Miscellaneous	1	..	2	..	..	1	3	..	..	4	1	1	2	3	..	..	..	..	1	..	2	..	3	..	1	1	2	1	3	6	6	44
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	3	5
Oil	..	..	5	..	..	..	..	1	..	1	3	..	..	..	..	..	..	..	..	..	1	1	..	8	11	..	..	2	2	2	..	37
Steel Rails & A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	37	2	65	26	44	40	31	36	3	61	40	32	42	29	42	13	45	25	44	47	41	34	10	30	28	46	36	37	30	30	49	1075

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	2	7	10	4	7	5	1	4	12	6	8	4	..	11	..	8	8	2	1	..	2	10	2	6	4	18	9	16	3	16	186
Flour & Meal	..	2	2	2	..	..	1	..	..	..	1	..	..	1	1	..	..	..	2	..	..	2	..	..	3	1	..	..	..	1	19
Agl. Imps. Mchy.	..	1	2	..	1	..	1	..	1	..	..	..	..	1	2	2	..	..	..	1	..	..	..	1	1	..	..	1	..	..	15
Iron, Steel	..	..	..	..	..	..	..	6	2	2	1	1	1	..	..	1	..	..	1	2	..	1	1	..	..	..	1	..	1	2	23
Coal	43	20	22	38	35	..	18	25	12	26	21	24	19	8	36	18	25	32	26	2	17	19	18	37	31	12	9	11	21	21	646
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Brick	..	..	..	..	..	..	1	..	1	..	..	1	..	..	1	..	..	..	..	..	..	..	..	1	2	2	1	..	..	..	10
Cement, Lime, Plaster	..	1	..	1	..	..	..	..	2	..	1	..	..	1	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	10
Glass Bottles	1	1	2	1	1	..	1	..	2	2	2	1	..	1	..	3	2	4	1	..	3	1	..	5	2	2	..	1	2	1	42
Hay, Straw	..	4	..	..	..	..	1	..	..	..	1	..	..	..	2	..	..	..	2	..	..	..	..	..	4	..	..	..	..	..	14
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
P. H. P.	..	..	..	..	2	..	1	..	..	..	2	1	1	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2	11
Lumber & Wood	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Powder	..	..	..	16	..	4	16	..	..	..	4	16	..	9	..	..	..	5	3	2	9	..	16	..	8	16	1	..	..	..	125
Stone	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Merchandise	2	2	1	1	1	1	1	2	1	2	1	3	..	1	1	3	2	1	2	..	2	1	2	2	2	2	..	2	2	4	47
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. Earth.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1
Miscellaneous	6	1	1	3	1	..	1	1	..	1	1	2	1	1	..	1	1	2	..	3	2	2	1	1	..	1	1	..	2	3	40
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Oil	2	..	2	4	..	..	1	1	..	..	..	..	1	1	..	..	1	2	..	..	..	..	..	..	..	..	..	..	..	..	15
Steel Rails A. B.	4	1	10	39	2	..	29	23	27	30	16	..	..	1	2	3	..	..	2	..	..	4	..	1	..	..	..	2	22	5	223
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Total	60	40	52	129	50	10	73	62	60	69	60	53	23	37	47	40	39	48	39	12	35	37	45	55	58	53	21	33	54	57	1431

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	4	28	..	3	19	22	15	..	..	19	..	7	1	10	17	..	11	..	7	..	7	9	10	5	2	14	4	14	12	11	..	251
Flour & Meal	1	..	..	..	1	..	1	1	3	1	1	1	1	..	..	2	..	..	1	1	..	..	..	1	..	1	1	..	..	..	..	18
Agl. Imps. Mchy.	1	1	..	1	2	..	..	..	3	..	1	1	..	..	2	..	..	..	1	1	..	..	..	2	..	..	1	..	..	..	..	17
Iron, Steel	2	..	2	1	..	..	1	..	..	1	3	2	..	..	1	2	1	..	1	..	4	1	..	1	1	3	4	..	..	5	..	36
Coal	32	33	21	8	31	27	21	23	21	22	4	36	19	22	28	23	31	6	34	29	37	25	35	24	5	38	32	11	25	22	31	756
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Brick	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2	..	..	..	..	1	..	..	..	..	..	..	5
Cement, Lime, Plaster	1	1	..	2	..	..	..	..	..	1	1	..	..	..	..	..	..	..	1	1	..	..	2	..	..	4	4	..	1	..	..	19
Glass Bottles	2	1	2	..	2	3	2	2	1	2	..	1	2	2	3	2	2	..	1	5	3	3	2	2	..	1	..	2	2	2	3	55
Hay, Straw	..	..	..	..	4	..	..	2	1	..	..	1	1	2	..	..	1	..	..	1	..	..	..	3	..	..	..	..	..	..	1	17
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Live Stock	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Lumber & Wood	..	2	..	..	2	1	2	1	..	2	..	1	1	1	1	..	1	..	1	1	..	2	..	..	..	3	..	1	1	1	..	25
Powder	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Sand	10	3	3	2	..	..	3	13	5	6	2	..	2	..	..	..	13	..	4	5	1	..	..	25	16	..	..	..	3	14	23	153
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Merchandise	2	2	1	2	2	1	1	2	1	2	..	1	2	2	1	1	2	1	2	2	1	1	2	2	1	4	1	2	1	2	2	49
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Earthenware & F. Earth.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Miscellaneous	1	1	3	1	3	..	..	..	1	3	..	2	..	..	5	..	..	1	..	1	4	..	1	1	2	2	..	..	1	2	1	36
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Oil	..	..	..	..	..	..	..	..	..	..	..	3	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Steel Rails A. B.	1	..	..	..	..	8	1	5	..	1	1	35	20	..	..	23	27	22	9	..	4	..	..	1	1	..	..	2	..	..	..	161
Fruit	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1
Bran & Feed	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	3
Total	57	73	32	20	67	63	47	50	36	62	13	94	49	40	59	53	89	30	63	44	67	43	52	67	29	70	47	33	46	59	61	1615

NOVEMBER, 1903.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	13	9	1	21	..	7	..	..	18	15	..	..	18	..	..	20	..	16	7	1	8	..	11	..	..	8	18	..	..	..	191
Flour & Meal	1	1	..	1	..	2	1	..	..	2	2	..	..	..	..	..	1	..	..	..	1	..	..	4	..	1	..	..	..	..	17
Agl. Imps. Mchy.	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	5
Iron, Steel	2	..	1	2	2	4	..	..	..	..	1	..	..	..	..	1	..	5	2	1	..	..	..	3	..	..	..	1	..	2	27
Coal	10	9	24	14	48	27	20	12	32	38	45	21	41	15	31	39	10	17	50	25	15	4	23	32	31	15	38	28	15	34	763
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	3
Cement, Lime, Plaster	1	3	1	..	..	..	..	..	..	..	..	..	2	..	..	..	3	2	..	3	..	..	2	..	..	3	..	2	..	..	22
Glass Bottles	2	1	5	..	4	8	2	..	2	1	8	5	2	3	1	2	1	3	3	4	1	..	1	5	2	1	2	4	..	2	75
Hay, Straw	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	1	2	1	..	1	..	..	..	1	..	..	..	..	1	9
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber & Wood	4	..	..	..	..	2	..	..	5	..	..	5	..	3	..	..	..	..	5	..	2	..	..	..	..	2	1	..	..	1	30
Powder	1	..	..	1	..	..	..	1	1	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	7
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	..	1	..	..	9	..	7	7	..	..	3	1	..	14	..	..	2	..	..	10	..	..	1	5	3	..	..	3	..	9	75
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	..	3	1	1	2	2	2	1	1	2	1	1	2	4	..	2	1	3	1	2	1	..	1	3	2	..	1	1	..	2	43
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware, F. Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	1	..	..	3
Miscellaneous	1	..	..	..	2	1	7	1	1	1	3	..	1	2	..	5	2	..	1	3	..	1	4	2	..	..	1	2	2	2	45
Burlaps	..	..	..	..	..	..	..	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	4
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2	9	..	..	14
Steel Rails A. B	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2
Totals	36	27	34	42	68	54	39	22	60	60	65	37	67	41	33	70	21	49	70	50	29	5	45	54	43	31	65	51	18	53	1339

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	11	7	..	..	11	..	..	19	..	..	1	10	..	..	..	8	5	2	16	19	6	5	13	3	..	18	1	18	5	21	12	211
Flour & Meal	..	..	..	..	2	..	..	..	..	2	2	1	..	1	1	..	2	1	1	..	..	..	3	..	..	..	1	..	1	..	1	19
Agl. Imps. Mchy.	..	..	2	..	..	1	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	2	..	..	..	..	..	..	5	..	1	1	14
Iron, Steel	..	..	4	..	..	2	..	..	..	..	1	..	1	..	..	..	2	..	..	1	1	..	2	1	..	4	1	3	1	..	..	24
Coal	22	42	38	22	26	13	49	24	32	18	35	32	9	13	18	10	53	42	14	29	39	27	27	21	5	17	29	25	8	25	23	787
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cement, Lime, Plaster	1	..	3	..	..	..	3	1	1	..	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	1	1	..	2	..	..	16
Glass Bottles	3	5	1	2	2	..	3	2	2	4	3	3	..	..	..	3	4	2	4	..	..	4	..	1	2	1	1	4	3	4	2	65
Hay, Straw	..	1	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	..	2	8
Lead	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	2
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber & Wood	..	3	..	1	1	..	1	..	2	..	..	..	..	1	1	1	..	..	3	3	..	..	..	..	..	..	3	..	..	..	..	20
Powder	..	..	..	..	..	..	1	..	..	1	1	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	2	..	..	8
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	..	8	..	2	9	..	1	2	..	7	..	3	..	..	3	8	2	..	5	1	..	4	..	2	..	2	16	..	..	..	..	75
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5	..	..	..	..	..	..	..	..	..	..	6
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	3	3	3	3	4	..	3	3	2	3	3	..	..	3	3	5	3	2	4	1	3	3	4	3	..	2	..	1	3	2	5	77
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware, F. Earth	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2
Miscellaneous	..	7	6	2	5	1	3	..	4	1	5	3	..	2	4	1	5	1	..	1	6	..	..	1	..	3	..	..	..	2	..	63
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	3
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails A. B.	5	..	1	..	1	..	..	7	..	..	5	..	..	3	..	..	4	..	..	1	2	..	3	..	5	..	..	1	..	2	7	47
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	45	77	59	32	61	17	65	58	43	37	56	52	10	25	30	38	82	51	47	57	62	48	53	34	12	48	55	58	24	60	53	1449

JANUARY, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	..	3	..	9	14	..	6	7	4	27	..	..	..	15	12	5	19	5	6	..	14	..	10	13	9	5	1	10	2	3	1	200
Flour & Meal	1	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	2	..	..	1	7
Agl. Imps. Mchy.	1	..	..	..	..	..	..	1	..	..	..	1	..	..	..	1	..	..	..	..	..	3	..	..	..	..	..	..	1	2	1	11
Iron, Steel	2	..	1	..	1	..	..	..	..	..	..	..	..	1	1	1	..	1	..	..	..	..	..	..	..	2	2	1	1	1	..	15
Coal	22	7	20	20	11	21	22	23	2	13	17	7	33	43	29	40	21	22	30	23	9	21	23	13	8	17	23	25	27	21	8	621
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1
Brick	..	..	..	..	..	..	1	..	2	..	..	4	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cement, Lime, Plaster	1	1	..	4	2	2	1	5	2	1	1	1	..	5	1	3	3	..	5	4	..	..	6	2	4	1	4	1	2	1	2	65
Glass Bottles	..	..	..	..	..	4	..	2	..	..	..	..	..	..	2	1	..	2	1	..	..	..	..	..	..	..	1	..	..	..	..	13
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	2	..	1	..	..	..	..	..	..	1	1	..	..	..	..	..	1	..	..	..	6
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber & Wood	1	2	..	..	1	3	1	4	..	1	..	..	2	2	1	..	..	3	1	2	1	..	..	..	..	..	..	..	..	..	..	25
Powder	1	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	2	..	..	..	..	..	..	..	1	..	..	7
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	17	..	..	4	..	5	..	3	2	..	4	6	10	6	..	3	..	9	1	9	3	14	4	..	7	..	2	..	1	3	..	113
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	..	4	..	2	3	4	3	3	2	..	4	4	2	5	2	3	..	2	3	3	4	3	2	..	2	1	2	3	4	2	..	72
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Earthenware & F. Earth.	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	2	..	..	..	2	7
Miscellaneous	1	3	1	1	4	2	2	1	1	1	1	..	4	3	2	3	1	4	1	1	1	..	1	1	..	..	4	1	..	..	..	45
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	2
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails A. B.	14	8	15	2	16	8	..	7	..	..	23	9	9	9	16	6	1	6	1	3	7	..	3	..	1	2	2	5	13	9	..	195
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Totals	63	28	37	43	52	49	36	56	15	43	50	35	61	90	67	66	45	55	53	45	44	42	49	29	31	28	43	49	52	42	15	1413

FEBRUARY, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	Total
Wheat	9	4	4	6	10	5	4	4	14	5	..	2	3	4	2	23	3	4	9	..	..	3	2	2	8	..	..	12	..	142
Meal & Flour	..	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Agl. Imps. Mchy	..	..	..	..	..	5	..	1	..	..	..	..	..	..	..	..	2	1	1	1	..	1	2	1	..	..	..	..	2	17
Iron, Steel	..	1	1	..	..	2	2	3	3	..	1	..	6	..	2	4	..	2	1	..	1	4	..	..	4	1	..	..	4	42
Coal	17	26	13	31	25	32	11	23	25	27	31	15	46	..	26	27	20	35	22	18	12	29	14	34	24	28	19	..	47	677
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	..	..	2	..	..	1	..	..	1	..	..	1	..	..	..	1	..	2	..	1	..	1	..	..	..	..	..	..	..	10
Glass Bottles	2	..	4	3	2	1	1	..	1	3	4	3	2	..	3	4	3	..	3	3	..	4	..	3	4	..	2	..	5	60
Hay, Straw	..	..	..	..	1	..	..	..	..	3	1	1	..	1	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	9
Live Stock	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2
P. H. P	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Lumber & Wood	..	..	2	..	4	3	2	..	..	3	7	..	..	..	..	..	..	..	6	..	..	..	1	1	..	1	..	..	..	30
Powder	..	1	1	..	1	..	..	..	..	..	1	..	..	..	..	1	..	..	1	..	..	..	..	1	1	..	..	..	..	..	8
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Sand	3	1	4	2	3	..	3	1	3	4	3	4	2	2	..	1	..	3	7	6	..	..	6	6	10	3	10	1	1	89
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	1	3
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	3	3	4	2	4	4	1	3	2	4	4	5	4	..	2	4	5	3	4	4	..	3	4	5	5	4	4	..	5	95
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	1	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails A. B	..	1	1	..	3	..	2	7	..	1	1	..	6	..	2	1	..	2	2	..	..	..	..	..	2	3	..	..	1	35
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	2
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Miscellaneous	..	2	2	..	1	..	..	1	2	1	3	2	5	..	..	..	1	2	3	1	..	2	1	3	1	3	1	..	2	39
Totals	35	40	39	44	54	56	26	43	51	52	56	33	74	7	38	67	34	55	62	34	13	47	31	57	59	44	37	13	68	1269

MARCH, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	3	10	7	3	9	8	1	7	4	1	..	4	..	..	1	4	2	5	..	..	3	3	3	1	..	1	..	..	..	..	..	80
Meal & Flour	1	..	..	..	..	..	..	..	..	..	..	..	..	1	2	1	1	..	1	..	1	..	..	1	..	..	..	..	..	..	..	9
Agl. Imp. Mchy.	..	1	3	..	3	..	..	..	5	..	..	..	..	1	2	1	1	..	1	..	4	1	..	2	1	1	..	2	1	1	3	34
Iron, Steel	..	..	..	2	..	..	1	1	1	..	..	1	1	2	..	..	..	..	..	..	2	2	5	2	..	..	..	..	..	..	..	20
Coal	24	27	12	25	31	5	38	28	25	33	30	7	4	31	14	17	18	30	10	13	19	24	26	21	14	11	..	21	23	20	17	618
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	..	4
Cement, Lime, Plaster	..	..	1	..	1	..	..	..	1	1	1	..	..	1	..	..	..	1	1	1	..	1	..	..	1	2	..	2	..	..	..	15
Glass Bottles	6	1	3	2	6	2	4	4	1	4	2	3	..	2	2	2	2	2	2	1	6	1	1	2	3	3	..	2	2	3	2	76
Hay, Straw	..	..	2	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Live Stock	..	..	..	1	1	..	..	..	..	1	1	..	..	..	..	5	1	2	2	..	2	..	1	..	..	..	..	..	..	..	1	18
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Lumber & Wood	..	..	..	..	..	..	1	..	1	..	..	..	..	..	3	..	2	..	2	..	..	..	..	..	1	..	..	..	1	1	1	13
Powder	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	2	5	6	..	10	3	..	7	..	17	3	17	..	9	10	..	8	6	12	7	7	8	8	15	7	7	1	7	5	1	4	192
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Merchandise	4	4	4	6	3	..	5	5	4	5	5	5	..	4	4	4	1	3	4	..	4	4	5	4	3	4	..	4	3	3	5	113
Burlaps	..	..	..	6	..	..	..	..	..	..	..	..	..	..	..	2	..	2	..	..	..	2	..	..	..	..	..	1	..	..	..	13
Oil	..	..	..	2	..	..	..	..	1	..	1	..	..	6	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	12
Tankage	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Steel Rails, A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Empty Cars	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Miscellaneous	1	..	1	..	1	2	2	..	5	1	..	2	1	1	..	6	..	..	3	..	2	1	3	..	2	3	..	3	2	2	..	44
Totals	42	48	41	47	67	20	53	53	48	63	44	40	6	58	38	42	42	52	38	22	51	47	53	48	32	32	1	43	37	31	33	1272

APRIL, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	..	..	..	..	..	..	..	..	2	..	1	3	..	1	..	..	..	..	1	..	1	1	..	..	1	1	1	..	..	..	18
Meal & Flour	..	..	..	..	..	..	..	..	..	..	2	..	1	..	..	..	..	1	..	3	..	..	..	..	..	6	..	1	..	..	13
Agl. Imps. Mchy	..	2	..	3	..	2	1	..	4	..	2	..	1	..	..	..	..	3	6	1	..	1	2	..	4	1	..	2	..	..	58
Iron, Steel	2	..	..	2	3	2	2	..	3	..	10	4	2	1	5	2	..	3	6	1	..	1	2	..	4	1	..	2	..	..	285
Coal	13	4	..	10	8	9	15	12	18	..	14	28	15	1	24	18	..	17	10	4	7	11	7	..	14	21	6	1	..	..	7
Coke	..	..	..	..	..	..	..	..	..	..	..	3	1	..	..	..	..	2	1	..	..	..	..	..	..	..	..	..	..	..	4
Brick	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2	..	..	..	..	..	3
Cement, Lime, Plaster	1	1	..	1	1	..	2	..	1	2	1	..	..	1	..	..	..	2	..	2	1	..	1	2	..	..	1	1	..	..	21
Glass Bottles	3	3	..	2	1	2	3	2	3	..	3	3	4	1	4	2	..	4	2	2	2	4	2	..	3	4	4	..	..	..	63
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	3
Live Stock	..	..	..	..	2	1	..	..	1	..	..	..	..	1	..	1	..	..	..	1	2	1	1	..	1	1	..	..	..	..	13
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber & Wood	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	2	..	..	1	..	..	2	1	..	..	..	..	..	..	9
Powder	..	..	..	..	..	1	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	6	8	..	7	9	2	18	9	7	2	7	..	18	2	10	5	5	..	2	..	9	8	9	6	..	..	10	..	..	..	159
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	6	4	1	4	6	4	5	4	4	..	4	4	3	3	4	3	1	3	3	4	2	3	2	..	2	3	2	..	..	..	84
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	1	..	..	2	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails, A. B.	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Empty Cars	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	.....
Coarse Grain	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Bran & Feed	..	..	..	4	1	1	..	5	1	..	6	1	1	2	3	2	..	1	..	1	..	2	..	..	4	..	..	..	..	..	1
Miscellaneous	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	35
Totals	34	24	1	36	31	26	46	31	45	4	49	46	46	13	52	36	6	36	27	20	31	33	32	8	31	43	24	5	..	..	816

MAY, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	..	..	..	..	..	..	7	..	..	..	..	..	..	..	..	1	..	..	..	5	..	..	1	3	2	..	1	..	3	1	..	24
Meal & Flour	..	..	..	..	..	1	..	..	1	..	1	..	..	2	..	..	..	2	..	..	1	..	1	..	1	1	1	..	1	..	1	14
Agl. Imps. Mchy	..	..	..	..	..	1	5	..	3	1	3	..	..	..	..	1	1	..	..	..	3	..	3	..	..	..	..	2	..	3	2	28
Iron, Steel	..	..	..	..	..	..	5	1	1	..	..	1	..	..	..	..	..	..	1	..	..	..	1	..	1	..	1	1	..	2	..	15
Coal	..	..	..	..	..	3	26	26	23	6	13	18	23	12	..	14	16	15	20	20	15	..	12	13	12	15	23	21	..	8	7	361
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	1	..	..	1	..	1	3	2	..	..	2	2	3	5	..	..	22
Cement, Lime, Plaster	..	..	..	..	..	..	1	1	..	1	..	2	2	1	2	2	..	1	2	2	2	1	..	1	3	5	..	1	..	..	..	30
Glass Bottles	..	..	..	..	..	2	1	..	2	2	1	4	3	1	..	2	2	1	3	1	6	..	3	2	2	1	2	1	..	2	2	46
Hay, Straw	..	..	..	..	..	..	..	..	..	2	1	..	..	..	..	1	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	6
Live Stock	..	..	..	..	..	..	..	..	1	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	5
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1
Lumber & Wood	..	..	..	..	..	..	2	1	..	2	1	1	1	2	2	1	..	..	1	..	..	..	..	..	1	1	1	1	..	..	..	18
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	1	..	..	..	..	..	..	..	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	2
Sand	..	..	..	..	..	..	23	32	18	1	..	14	..	12	5	11	1	3	11	4	9	12	..	5	3	2	3	..	5	..	2	176
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	1	1	..	1	1	6
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	..	..	..	..	..	..	6	..	2	3	3	2	3	2	..	2	2	3	2	3	2	..	3	3	2	3	2	2	..	..	3	53
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	1	..	5
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Miscellaneous	..	..	..	..	..	..	4	..	3	2	..	2	3	1	..	1	..	2	1	..	..	..	1	..	2	2	3	3	..	3	2	1
Totals	..	..	..	..	..	7	80	62	54	20	25	46	36	34	9	37	22	27	47	36	40	17	28	29	29	34	41	36	14	21	20	35
																																851

JUNE, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	9	1	9	5	..	8	8	2	4	3	..	..	1	..	4	2	5	..	..	1	..	3	..	..	..	..	..	1	1	..	67
Meal & Flour	1	..	..	1	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	7
Agl. Imps. Mchy	2	..	..	..	..	2	1	..	..	..	1	..	2	1	..	3	1	1	..	1	..	1	1	..	..	..	2	..	1	1	21
Iron & Steel	1	1	..	..	..	1	1	..	..	..	..	..	6	..	3	2	..	1	..	4	..	..	..	..	..	..	1	..	..	1	22
Coal	15	11	13	21	6	26	28	11	20	20	24	2	11	7	19	15	12	23	1	13	19	9	34	27	27	..	10	13	19	31	487
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	8	1	1	..	..	..	..	4	..	4	1	1	..	..	2	..	1	..	..	..	..	..	1	2	..	..	1	..	..	..	27
Cement, Lime, Plaster	1	1	1	1	1	..	..	..	1	..	..	..	1	..	..	..	..	1	3	..	..	1	3	4	1	..	3	..	..	1	24
Glass Bottles	3	2	2	3	..	1	3	2	3	1	4	..	3	4	3	1	3	3	..	3	2	1	2	2	4	..	1	4	2	2	64
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1
Live Stock	..	..	2	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	1	..	1	1	..	..	..	..	..	7
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Lumber & Wood	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	1	2	..	..	..	1	1	1	..	..	2	..	4	15
Powder	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	5
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	..	10	4	10	12	1	4	6	6	2	13	..	8	2	..	4	1	3	..	7	5	..	..	..	5	..	3	6	2	4	118
Ice	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	1	3	..	..	1	..	..	..	2	1	..	3	1	..	2	..	..	3	..	..	..	..	2	1	..	..	2	..	..	2	24
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	3	3	3	..	2	2	2	2	2	2	..	3	3	1	2	2	4	..	2	3	3	2	3	2	..	3	2	3	4	65
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	1	..	1	..	..	1	..	..	..	2	..	..	..	2	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	1	10
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails, A. B.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Miscellaneous	1	1	1	1	..	2	3	1	..	1	3	..	1	1	..	..	1	2	..	1	..	..	1	3	2	..	2	1	1	1	31
Totals	46	34	37	45	20	45	50	29	38	38	50	6	37	20	35	29	26	45	6	32	30	20	48	44	43	..	28	29	32	53	995

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JULY, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	1	2	..	..	2	3	4	..	3	1	5	11	2	36
Meal & Flour	..	..	..	..	..	1	3	1	1	..	1	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	..	2	..	12
Agl. Imps. Mchy	1	..	1	..	2	..	3	..	..	..	..	1	2	..	1	2	..	..	..	1	1	..	..	..	2	1	1	..	1	1	..	21
Iron & Steel	..	..	6	..	4	..	2	2	..	..	5	1	2	1	1	..	..	2	1	1	..	1	..	..	..	..	1	..	1	..	..	31
Coal	13	23	10	..	27	20	34	27	16	..	20	20	19	29	11	17	..	6	12	23	12	11	11	12	9	50	8	18	26	16	3	503
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	1	..	..	1	..	1	..	..	..	..	..	1	..	..	3	..	1	2	..	3	2	3	..	..	1	..	..	..	..	..	19
Glass Bottles	4	2	..	..	2	2	1	3	2	..	..	2	4	4	3	4	..	1	2	1	1	1	..	2	..	6	2	2	1	..	..	52
Cement, Lime, Plaster	2	..	1	1	..	4	3	1	3	1	..	..	2	1	1	..	..	2	..	1	4	..	..	..	..	..	9	1	1	3	..	41
Hay, Straw	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	1	..	1	..	..	..	..	..	5
Live Stock	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	1	1	..	..	..	..	..	1	..	..	..	5
P. H. P	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	3
Lumber & Wood	1	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	2	..	..	..	..	..	2	1	..	2	11
Powder	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	4
Stone	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	4	..	2	3	..	..	..	1	1	..	..	..	..	12
Sand	5	3	..	..	..	9	5	5	4	..	6	..	5	..	..	..	..	..	1	3	4	..	..	..	..	..	..	1	..	..	..	51
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar, Molasses	1	..	4	..	..	..	..	..	..	4	..	..	1	1	..	..	..	1	..	..	..	..	2	..	..	..	2	1	1	..	..	18
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	4	2	..	..	2	2	3	2	2	..	3	2	3	2	3	2	..	2	3	3	3	2	2	..	3	2	2	2	3	2	..	61
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	2	..	..	..	..	..	2	..	1	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	2	..	..	9
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails, A. B	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1
Miscellaneous	1	..	1	..	2	..	1	1	..	..	4	1	1	3	1	4	..	1	2	4	3	1	3	2	1	4	..	3	1	1	..	46
Totals	33	32	23	1	42	39	58	43	28	5	41	29	41	41	22	34	..	18	30	40	36	25	26	20	19	67	30	32	43	36	..	941

AUGUST, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	5	4	5	8	4	7	..	4	11	6	2	2	1	1	15	6	..	..	4	4	5	4	8	3	1	4	2	..	..	..	7	123
Meal & Flour	1	1	..	1	1	1	3	..	1	..	10	2	3	..	3	4	2	..	..	3	..	1	..	1	..	2	2	..	1	..	..	43
Agl. Imps. Mchy	1	1	1	..	..	..	..	..	..	..	1	..	..	..	2	1	..	1	1	1	2	1	..	..	2	..	..	..	1	..	3	19
Iron & Steel	..	..	..	..	..	1	..	2	..	..	..	..	2	..	2	..	..	2	..	..	..	2	2	1	..	4	2	2	..	1	..	23
Coal	12	13	12	17	9	18	6	27	16	24	24	14	29	2	21	15	24	28	19	16	8	24	28	24	27	12	33	7	48	21	24	602
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	..	..	1	2	2	1	3	..	1	3	..	1	..	1	3	1	..	..	3	1	1	..	4	2	..	..	..	..	..	3	33
Cement, Lime, Plaster	1	..	1	1	3	..	2	..	3	4	3	4	1	2	7	7	3	1	..	2	..	1	4	8	..	5	3	..	1	7	3	77
Glass Bottles	2	2	2	1	3	2	..	4	2	1	1	3	1	..	3	..	3	..	1	1	..	1	..	..	1	2	1	..	1	..	..	38
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	5	..	..	1	6	..	..	..	..	..	..	..	5	..	..	9	..	..	6	..	32
Live Stock	1	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	4
P. H. P.	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	1	..	..	2	..	1	..	..	1	..	..	4	..	1	1	2	2	..	..	2	..	..	2	..	..	..	1	..	..	3	..	23
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	2
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	1	..	..	..	..	..	..	3
Sand	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	1	..	..	1	..	2	..	6
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Molasses	4	..	1	1	1	..	2	..	..	2	..	..	..	2	..	..	..	..	1	..	1	..	1	..	3	1	..	1	1	..	..	22
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	2	2	6	5	2	1	3	2	2	3	2	3	..	4	3	2	2	2	3	..	3	2	3	1	3	2	..	2	3	4	74
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	2	..	2	..	..	..	2	..	1	1	..	..	1	..	1	..	..	..	..	..	1	..	..	..	..	..	1	..	2	..	2	16
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails & A. B	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1
Miscellaneous	3	..	2	1	3	2	..	1	2	1	2	..	4	..	1	1	..	..	..	..	1	..	1	..	1	1	4	..	..	1	1	33
Clay	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	35	24	29	40	31	37	17	44	39	43	49	36	46	8	62	48	38	35	30	35	19	40	48	49	40	35	60	11	58	45	46	1177

SEPTEMBER, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	5	2	9	5	1	10	..	2	10	3	..	..	2	..	1	..	1	2	..	..	3	11	..	..	5	4	5	..	..	16	97
Meal & Flour	3	..	..	..	..	3	..	3	..	1	..	1	2	..	1	1	1	..	1	..	1	2	..	3	..	1	1	..	..	4	29
Agl. Imps. Mchy	..	..	..	1	4	3	..	..	1	..	..	..	1	..	..	..	..	..	1	1	1	1	..	..	..	1	..	1	1	1	18
Iron & Steel	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	3	..	..	1	..	1	..	..	..	..	..	..	7
Coal	24	27	22	12	12	28	18	23	25	19	6	37	30	12	46	19	36	..	19	32	24	28	35	24	4	27	26	30	47	17	709
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	3	2	1	1	1	..	2	..	1	..	..	..	1	1	..	..	..	2	..	2	..	..	1	..	..	..	..	..	..	4	22
Cement, Lime, Plaster	1	..	4	1	4	1	2	4	3	2	1	1	3	2	..	..	11	1	..	1	..	4	..	4	4	4	3	..	1	2	64
Glass Bottles	1	1	..	..	..	1	2	2	..	..	..	2	..	..	2	2	3	..	..	1	3	1	..	4	..	4	4	1	2	2	38
Hay, Straw	..	2	1	..	4	..	3	..	..	..	1	3	..	7	..	..	2	4	1	1	..	..	1	3	2	..	..	1	3	1	40
Live Stock	..	..	..	..	..	2	..	..	..	11	..	..	..	..	..	..	2	..	..	..	..	..	..	..	1	1	..	..	..	..	16
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1
Lumber & Wood	1	..	3	..	1	1	..	2	..	1	1	..	1	3	..	1	2	..	..	..	..	4	..	1	1	1	..	..	2	3	29
Powder	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2
Stone	..	..	..	..	..	1	..	..	..	4	..	2	..	2	..	..	..	..	..	3	..	..	..	..	..	3	..	6	6	2	15
Sand	1	2	..	..	..	1	2	4	2	..	..	..	..	2	4	6	1	3	..	4	2	4	5	4	3	..	..	..	..	..	64
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Molasses, Syrup	..	1	..	..	..	..	..	..	..	..	1	1	2	..	..	4	2	1	..	1	1	..	1	..	..	1	..	..	..	1	17
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	3	3	1	..	3	2	2	3	2	..	3	2	3	4	2	2	..	3	3	3	3	3	2	..	2	3	2	2	2	65
Burlaps	..	..	..	2	..	..	..	..	1	..	1	..	..	..	2	..	..	..	..	..	1	..	..	..	3	1	..	..	..	..	11
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Steel Rails, A. K	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	3
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	2	2	..	2	..	2	..	1	1	1	6	..	1	2	..	..	..	1	2	..	1	4	1	..	2	1	1	..	4	37
Miscellaneous	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Totals	41	42	45	23	29	55	33	42	47	45	13	56	44	33	62	36	63	13	26	51	42	60	50	47	24	52	43	43	64	60	1284

OCTOBER, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	12	..	..	12	..	..	15	..	..	17	..	11	..	..	..	9	..	..	1	6	3	..	2	5	5	..	6	..	1	..	..	105
Meal & Flour	..	1	..	1	2	2	2	1	3	2	1	1	..	..	1	..	..	1	..	..	..	1	..	..	1	..	..	1	..	..	..	21
Agl. Imps. Mchy	1	..	2	..	1	..	..	..	..	1	1	1	..	..	..	..	..	..	..	2	..	..	..	..	..	..	1	..	..	..	..	10
Iron & Steel	2	..	1	..	..	1	..	..	..	2	..	..	1	1	6	..	3	..	..	..	..	..	..	..	1	..	2	..	1	..	1	22
Coal	23	8	13	6	33	32	15	9	10	36	16	22	24	24	26	9	15	35	29	27	23	26	..	35	15	30	15	27	16	..	18	617
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	3	..	1	1	..	1	..	..	..	..	1	..	..	..	..	..	..	..	1	..	3	..	2	1	1	..	2	..	..	17
Cement, Lime, Plaster	..	..	2	1	..	4	..	1	..	..	1	1	2	1	1	1	1	..	..	1	2	2	2	..	..	..	1	1	1	2	1	29
Glass Bottles	1	2	1	2	1	1	3	..	..	3	1	4	4	3	2	..	4	3	2	1	..	5	..	3	6	2	3	5	2	..	1	65
Hay, Straw	..	..	1	1	1	..	..	..	..	..	..	1	..	..	1	1	..	1	..	..	..	..	..	1	3	..	..	3	1	..	..	..	15
Live Stock	..	..	..	3	..	..	..	..	..	..	..	..	..	..	5	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	8
P. H. P	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	2
Lumber & Wood	..	..	..	..	6	..	..	..	..	..	..	1	..	1	1	..	1	1	1	..	..	1	..	3	1	1	..	..	..	..	..	18
Powder	1	..	..	..	1	..	..	1	..	1	1	1	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	9
Stone	..	..	..	..	..	1	..	..	..	..	3	1	..	..	..	..	..	3	..	4	..	..	..	7	..	4	9	3	3	..	3	41
Sand	7	5	..	3	7	7	6	5	..	3	2	4	2	..	2	8	..	4	..	7	1	7	..	5	..	..	6	..	5	4	1	101
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Molasses, Syrup, Glucose	2	..	1	..	6	..	2	..	..	4	..	..	2	1	..	..	..	..	1	1	..	1	..	..	..	..	2	..	..	..	1	24
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	2	..	2	2	2	3	3	3	..	2	2	2	2	3	2	..	2	3	2	3	2	2	1	2	3	2	3	2	2	..	2	61
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	1	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	2	1	..	2	1	..	..	..	1	..	2	..	..	..	..	13
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	1	6
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Miscellaneous	2	1	3	2	2	2	4	5	..	4	2	2	1	..	..	2	5	2	3	..	..	2	..	3	1	1	2	..	..	1	2	54
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6	..	..	..	..	..	..	..	..	..	..	..	6
Totals	54	18	30	34	63	55	50	26	13	75	31	52	39	35	47	33	32	54	41	55	39	47	9	67	35	44	56	40	33	7	31	1245

NOVEMBER, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	..	1	1	4	2	..	..	..	7	..	..	..	1	..	..	..	..	..	2	..	6	..	4	..	1	..	..	..	3	..	32
Meal & Flour	1	3	..	..	..	2	1	..	1	..	1	2	..	1	1	1	1	1	1	..	1	..	2	1	..	1	3	1	..	2	28
Agl. Imps. Mchy.	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	1	1	..	5
Iron & Steel	..	1	3	..	..	1	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	1	..	..	..	..	..	..	..	7
Coal	24	31	9	8	6	..	6	2	2	6	5	26	6	27	22	13	52	25	12	14	29	40	25	..	29	10	15	6	6	25	481
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	1	..	..	1	1	..	..	..	..	2	..	..	1	..	2	1	..	..	..	..	..	..	..	..	..	..	..	..	..	17
Cement, Lime, Plaster	..	..	7	1	1	..	..	1	7	..	1	2	2	..	2	3	3	1	1	..	1	1	..	..	..	7	1	..	..	..	44
Glass Bottles	2	3	4	1	4	..	5	2	1	3	3	4	..	2	2	3	3	5	2	..	4	1	6	..	2	..	3	1	3	5	74
Hay, Straw	..	..	10	..	..	1	4	1	7	..	..	8	..	8	6	..	7	3	..	..	..	2	..	..	6	..	1	..	4	..	68
Live Stock	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	4
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	..	1	..	1	..	..	2	..	1	1	2	..	..	1	..	..	..	..	2	..	2	..	1	..	1	3	..	1	..	2	20
Powder	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	..	..	..	..	..	..	4
Stone	..	3	3	3	2	..	..	1	..	..	..	..	3	..	..	5	3	2	3	5	..	3	3	3	..	3	3	..	3	3	53
Sand	..	7	1	10	1	3	1	..	1	..	4	4	7	1	3	..	3	19	6	10	..	5	13	12	4	4	3	..	1	5	128
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Molasses, Syrup, Glucose	..	..	..	2	..	..	2	..	..	..	..	3	1	..	1	..	2	..	..	..	..	..	..	..	..	..	..	..	..	2	13
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	2	3	2	3	2	..	2	2	3	2	3	2	..	2	2	3	3	5	2	1	4	2	2	..	2	2	..	2	3	2	63
Burlaps	..	..	..	..	1	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	5
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage	..	1	..	..	..	..	..	1	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	7
Steel Rails, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars	..	..	1	2	3	4	3	1	..	3	3	3	..	3	..	2	3	2	1	..	3	5	3	1	1	..	2	3	3	..	55
Coarse Grain	..	4	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Miscellaneous	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Totals	29	59	41	35	23	12	26	12	31	17	25	54	19	51	40	34	82	67	33	30	51	61	59	18	51	33	31	17	28	48	1117

DECEMBER, 1904.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	..	1	..	..	..	..	..	..	..	..	..	..	..	3	..	..	13	2	..	3	4	6	..	..	..	..	..	11	1	3	3	50
Meal & Flour	1	..	..	..	..	..	1	3	7	2	..	4	..	6	1	2	2	..	..	..	3	..	..	1	..	..	1	2	2	..	..	38
Agl. Imps. Mchy	1	..	..	..	..	1	..	..	..	..	..	2	..	1	..	1	..	..	..	..	..	..	..	..	..	..	1	..	2	..	3	12
Iron, Steel	..	..	..	..	..	7	2	..	..	3	..	3	3	3	1	2	..	..	2	..	1	..	1	2	..	..	14	..	6	6	1	57
Coal	32	17	11	7	..	34	13	25	32	32	..	23	12	28	24	36	19	..	26	5	38	18	34	33	..	..	19	19	40	27	27	631
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	1	1	..	..	..	2	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	6
Cement, Lime, Plaster	..	2	1	..	..	2	..	..	..	..	..	..	..	..	..	..	2	..	1	..	..	..	..	1	..	..	..	1	1	1	1	15
Glass Bottles	3	5	..	3	..	9	3	6	3	4	..	3	..	2	9	..	8	..	4	2	4	4	1	5	..	..	3	2	..	2	2	87
Hay, Straw	3	..	..	..	..	..	..	1	..	..	..	..	3	..	..	..	3	..	..	..	..	1	..	1	..	..	..	..	22	2	1	17
Live Stock	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	3
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	2	..	2	..	..	..	3	5	1	..	..	..	2	1	..	..	..	..	1	..	..	1	..	..	..	..	2	..	3	..	..	23
Powder	..	..	..	..	..	..	..	1	1	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	1	6
Stone	2	2	3	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	9
Sand	2	4	2	..	..	6	..	2	7	8	..	7	..	..	..	20	..	15	3	4	3	6	2	11	..	..	..	11	3	4	3	123
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Molasses, Syrup, Glucose	..	..	1	..	..	..	..	..	1	..	..	1	1	..	..	..	1	..	1	1	..	..	..	..	..	..	..	..	..	2	..	9
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	2	2	3	..	..	5	3	3	3	2	..	2	3	2	2	1	3	..	3	3	3	2	2	2	..	..	2	2	3	3	2	63
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	..	5
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails, A. K	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Fruit	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	3	..	..	..	1	..	..	1	..	..	..	..	1	1	..	1	..	..	..	..	1	..	..	..	..	..	..	1	1	1	12
Bran and Feed	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	4
Miscellaneous	2	1	3	..	1	4	2	..	1	1	..	5	1	..	1	..	..	..	2	..	1	3	..	..	..	..	2	..	2	2	1	35
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fertilizer	..	..	..	..	..	3	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Totals	50	38	28	10	1	74	33	48	57	53	..	52	25	48	40	63	53	17	45	18	57	44	42	57	..	..	45	49	67	55	46	1215

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	6	..	..	4	8	2	1	5	..	4	1	..	..	1	..	..	1	..	2	2	..	..	2	5	..	10	9	..	1	1	..	65
Meal & Flour	..	..	..	2	2	..	..	..	..	..	1	..	..	1	1	..	..	..	1	1	1	1	..	..	3	..	1	..	..	..	2	17
Agl. Imps. Mchy	..	..	1	..	..	..	..	..	1	1	..	..	..	..	..	2	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	7
Iron, Steel,	2	..	3	..	..	..	3	..	1	3	5	1	..	9	..	1	..	1	..	1	2	..	2	..	..	..	..	1	..	1	..	36
Coal	29	5	2	31	12	10	20	..	16	13	26	16	8	13	..	23	35	21	25	5	39	12	32	22	12	4	52	35	19	38	31	606
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	1	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	6
Cement, Lime, Plaster	1	..	..	..	..	1	..	..	..	..	1	..	..	2	..	..	..	2	..	..	1	1	1	..	..	..	..	..	..	..	1	11
Glass Bottles	3	2	5	2	..	10	1	..	3	3	2	3	2	3	..	3	1	1	7	2	3	..	2	1	2	4	3	2	2	5	1	78
Hay, Straw	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2	2	..	..	..	..	..	..	..	..	4	..	..	2	1	12
Live Stock	..	..	..	1	..	..	..	..	1	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Lumber & Wood	..	..	..	1	..	..	1	..	..	..	..	1	..	..	..	..	2	..	1	3	..	..	..	3	..	..	7	3	1	1	..	24
Powder	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	2	..	2	5	..	11	3	6	..	3	4	..	5	1	..	5	2	2	8	..	9	11	..	6	..	7	13	12	2	..	5	124
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Molasses, Syrup, Glucose	..	2	..	2	..	..	..	..	..	..	6	..	..	1	..	..	..	..	..	..	..	..	2	..	..	..	..	..	1	..	..	14
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	1	..	3	2	3	2	2	..	2	2	3	3	3	3	..	2	3	2	2	2	2	..	2	2	3	2	2	3	..	2	1	59
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	2	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	1	1	..	..	..	..	..	..	..	..	..	..	1	..	8
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Steel Rails, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	1	..	..	..	3
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	..	1	2	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	6
Bran & Feed	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Miscellaneous	1	..	3	1	..	3	..	..	2	..	1	..	1	2	..	4	..	..	2	4	2	..	..	1	1	1	..	1	1	..	1	32
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
F. Earth & E. Ware	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	1	..	..	..	..	5
Totals	47	10	20	55	26	39	31	12	26	30	52	25	22	37	1	40	47	33	49	21	59	27	44	44	21	29	93	60	28	51	43	1122

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Wheat	1	1	..	4	3	..	2	2	..	1	..	..	..	3	2	2	..	1	..	..	4	9	2	..	1	1	..	..	39
Meal & Flour	1	1	..	1	..	..	1	4	..	..	1	..	..	1	1	3	1	1	..	..	1	..	1	..	2	2	1	2	25
Agl. Imps. Mchy.	1	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Iron, Steel	..	..	..	4	3	..	3	..	..	..	..	2	..	..	1	..	..	1	..	..	..	..	1	1	3	..	4	2	25
Coal	35	20	9	20	14	13	54	17	20	23	18	6	28	39	27	24	24	20	3	46	31	48	42	39	41	1	29	37	728
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	1	..	..	3	..	..	..	1	1	..	..	..	..	1	1	1	1	1	..	1	2	3	..	..	2	..	2	..	21
Glass Bottles	3	2	4	1	..	..	5	2	..	2	6	1	..	2	8	3	..	2	1	2	2	4	4	1	4	..	3	..	62
Hay, Straw	..	3	..	..	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2	2	2	2	..	..	..	..	..	13
Live Stock	..	1	..	..	..	..	..	..	..	7	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	9
P. H. P.	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Lumber & Wood	..	1	2	1	1	..	..	5	4	1	1	5	..	..	1	1	..	..	1	1	2	..	1	1	2	..	5	5	41
Powder	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	6	7	8	..	3	1	..	3	4	7	3	4	..	4	..	1	..	4	8	..	1	3	..	9	5	..	6	2	89
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	2
Molasses, Syrup, Glucose	1	1	..	..	1	..	1	1	..	2	1	..	..	..	..	..	..	1	..	..	..	2	..	..	..	..	..	..	11
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Merchandise	3	2	2	2	..	2	3	3	2	2	2	..	2	2	3	2	2	3	..	3	3	3	3	4	3	..	3	3	62
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Tankage	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1
Steel Rails, A. K	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	2	5
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	1	1	1	..	1	1	8
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Miscellaneous	..	2	..	1	..	1	..	3	1	3	5	..	4	3	..	2	1	1	1	1	2	2	..	..	1	1	2	4	41
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
F. Earth & Earthernware	..	..	..	..	..	..	..	..	1	1	..	..	1	1	..	..	..	..	..	..	2	..	..	..	..	..	..	..	6
Totals	53	42	24	38	27	19	69	41	33	49	38	19	35	58	44	39	31	35	14	56	54	77	58	56	67	5	56	58	1195

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Wheat	..	1	3	1	..	..	2	..	..	1	2	2	1	4	4	7	2	2	..	2	8	1	2	3	..	..	..	..	1	..	1	50
Meal & Flour	2	..	2	1	1	..	2	2	..	1	1	..	..	1	..	..	..	2	..	..	2	..	1	..	1	..	..	2	1	1	1	24
Agl. Imps. Mchy	1	..	..	..	..	3	..	..	1	..	..	..	..	2	3	..	..	1	..	1	..	..	1	..	..	..	1	..	..	..	4	18
Iron, Steel	..	1	..	1	..	8	2	..	2	1	1	..	2	2	5	..	3	3	..	2	4	3	1	..	..	..	7	1	3	1	..	53
Coal	27	29	37	24	2	17	15	22	26	10	27	4	20	25	20	9	13	11	..	11	9	13	28	14	33	..	19	34	18	11	12	540
Coke	..	..	..	1	..	..	..	..	..	..	..	..	1	1	2	1	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	8
Brick	..	1	..	..	..	..	..	..	..	..	..	..	..	3	1	..	..	1	1	..	..	..	..	2	1	..	..	1	..	..	..	11
Cement, Lime, Plaster	..	..	2	1	..	..	..	..	2	3	1	..	1	..	1	3	..	..	2	1	1	1	1	3	..	..	1	..	3	1	..	28
Glass Bottles	2	6	2	5	2	3	1	8	4	4	3	..	2	1	4	4	6	5	..	2	5	4	4	4	4	..	1	4	2	2	2	96
Hay, Straw	..	..	..	..	1	2	1	..	..	..	1	..	..	..	..	1	..	2	..	..	2	1	2	3	..	..	1	..	1	1	..	19
Live Stock	..	1	..	1	..	..	1	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	6
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	2	3
Lumber & Wood	2	..	..	4	..	1	3	..	2	1	..	..	..	..	..	3	..	2	..	2	2	1	..	..	..	..	..	1	2	..	..	26
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	1	3
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sand	3	6	7	5	..	10	5	5	11	14	7	..	1	..	5	8	1	3	..	3	5	1	..	8	6	..	..	6	7	8	6	141
Ice	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Molasses, Syrup, Glucose	1	..	2	1	..	1	2	1	4	..	1	..	..	..	1	..	2	1	..	2	..	..	1	5	1	..	..	1	..	1	..	28
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Merchandise	4	4	3	6	..	2	3	3	3	3	3	..	3	5	3	3	4	3	..	3	3	3	3	3	3	..	3	2	3	3	3	87
Burlaps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	2
Tankage	2	1	..	..	..	..	..	2	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	7
Steel Rails, A. K.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fruit	..	..	..	1	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	1	..	1	7
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Coarse Grain	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	2	..	..	1	1	..	..	..	..	..	..	4	..	..	10
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Miscellaneous	3	2	1	2	..	3	1	3	1	1	1	1	3	2	6	5	3	3	..	4	2	2	3	2	2	..	4	..	3	3	1	67
Clay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Fertilizer	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
F. Earth & Earthenware	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	2	7
Salt	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Vehicles	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2	..	..	..	..	..	3	4	..	2	..	..	3	1	..	..	..	16
Totals	47	52	62	54	6	50	38	46	56	40	50	8	35	47	61	45	36	43	3	36	47	36	48	49	53	..	40	53	51	32	37	1261

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Wheat	5	2	..	5	1	1	5	12	1	1	4	1	3	..	..	1	..	1	1	..	..	3	1	2	4	1	3	3	3	1	65
Meal & Flour	2	1	2	..	..	1	..	2	..	..	1	..	3	..	3	1	1	3	..	2	1	..	..	..	..	..	1	..	..	1	25
Agl. Imps. Mchy	1	..	2	..	2	..	1	1	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	10
Iron, Steel Rails, A. B.	..	..	..	..	..	4	1	1	..	2	2	..	..	..	..	..	..	..	2	..	..	..	1	1	3	..	1	..	5	..	23
Coal	15	..	8	16	14	7	13	13	..	12	6	19	19	19	11	4	10	5	14	11	15	6	1	14	18	5	17	13	21	9	335
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	2	1	..	2	5	1	..	..	..	..	..	4	1	18
Cement, Lime, Plaster	1	..	1	1	..	..	..	1	2	1	2	2	1	2	1	2	..	4	..	..	1	..	2	..	1	3	3	1	..	..	32
Glass Bottles	4	..	3	1	4	4	..	3	..	4	2	1	2	3	4	..	3	5	2	3	3	1	..	5	2	2	2	3	..	4	70
Hay, Straw	..	..	..	..	..	..	2	2	..	..	..	1	1	..	1	..	..	3	1	1	1	..	3	..	1	..	..	..	..	..	17
Live Stock	..	1	..	1	1	..	1	..	..	..	2	2	1	..	..	..	..	1	4	..	..	1	..	..	1	..	..	1	..	..	17
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Lumber & Wood	1	..	1	1	2	..	..	..	1	..	..	2	1	1	..	..	..	1	3	1	5	1	3	3	1	3	2	..	..	..	33
Powder	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	2
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	4	..	..	9	1	8	3	4	10	..	4	6	5	5	7	11	1	7	5	5	2	2	..	1	..	..	6	2	9	8	125
Ice	..	..	..	..	..	..	1	..	..	3	3	4	5	..	..	..	..	1	..	1	2	..	..	1	1	..	1	1	..	2	26
Sugar, Syrup, Glucose	1	..	2	1	..	2	3	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	11
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	..	..	..	..	..	..	..	..	4
Merchandise	3	..	3	4	3	4	3	3	..	3	3	3	3	2	2	..	3	2	2	2	2	3	..	3	3	3	3	2	3	..	70
Oil	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Tankage, Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit	..	..	..	1	..	1	..	1	..	1	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	7
Empty Cars	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain	..	1	1	..	..	1	..	..	1	1	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	2	..	10
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Miscellaneous	1	3	5	5	2	1	1	1	..	2	1	2	1	2	1	2	4	1	4	3	2	6	1	4	2	1	3	1	4	..	66
F. Earth & Earthenware	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	3
Salt	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Vehicles	..	..	1	1	..	..	2	1	..	2	2	..	..	1	1	..	..	..	..	2	1	..	..	3	1	..	1	3	1	..	23
Totals	39	8	31	46	30	34	36	47	15	33	32	46	45	36	33	22	23	35	41	30	37	34	13	37	38	18	46	30	53	26	994

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain																										1						1
Wheat		2	2			1			2	2	3	3	6	4		5			1			8	3	2	1	1	2					48
Meal & Flour		3	2	1		1	2	2	2	2		1	3		1	3	1		1			1	1	1		1		1		2		32
Bran & Feed										1	1																					2
Agl. Imps. Mchy	1	1	1			2		2					2			1				2	1	2	2			1	1	1	1		1	22
Coal	6	8	8	19	10	12	1	9	20	3	7	5	18		10	3	10	8	21	11		9	3	11	4	22	7		4	6	9	264
Coke																1																3
Brick					3		1		3						1								1		1	1			1			10
Cement, Lime, Plaster		2		1			1		6	2			1	1	2		1	1		1		1	1	1		1	4	1		2		30
Glass Bottles	3	2	3	3	3	1		3	5	4	2	1	6		1	4	3	1	5	4		1	4	2	4	2	5		3	1	2	78
Hay, Straw	2			1				1				1				1				1						1	1	1				10
Ice			1	5	2		1	3	4		5	1	3	3	2	5	5	2	2			2	1	1		2			2		2	54
Live Stock				1					1		1		1				1						1			1						8
Lumber & Wood	4	2	2	4				5	1	3		4	1	1		2	1		2	3		1		1	1	1	4		2		1	46
P. H. P															2																	2
Powder																				1												1
Sand		5	2	8	4	11	10		8	9	9	7	1	3			6	7	4	4				5	6	3	9	6		1	4	132
Stone										1																						1
Sugar, Syrup, Glucose	1						1	2	1			1	1						1			1										9
Ties																																
Miscellaneous	2		2	2	2	2		4	1		1	2	2		4	2		1	1			1	5		2	1	4		1	1		43
Merchandise	3	3	4	3	2	3		2	2	2	2	4	2		2	1	2	2	2			2	3	2		3	2		3	1	2	61
Iron, Steel, Rails, A. R					1	1			1		1	3	13		8							5							3			36
Fruit																																
F. Earth & Earthernware		1									1																					
Oil	1	1				1									1	1										1						5
Vehicles	1	2	1		1			2			1								1			1	1	1	1	1			1		1	6
Tankage, Fertilizer																																16
Empty Cars																																
																														1		1
Totals	24	32	28	48	28	35	17	35	57	29	34	33	60	12	34	29	30	22	43	30		36	26	27	20	44	40	10	20	16	22	921

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain																															
Wheat			4			1		1					5		2						2		6	6		1	3	2	4	8	45
Meal & Flour		1	1	1	2	2		1	1			1	1	1	1				1	3	4	1				1		1		1	25
Bran & Feed																															
Agl. Imps. Mchy					1	2			2	1								1	1	1				2		1					12
Coal	16	11	12		7	16	9	10	12	20		9	12	31	19	11	10		9	16	12	35	22	25	11	19	15	13	23	25	430
Coke																				3								2			5
Brick						1																					1	1			3
Cement, Lime, Plaster	1	1	2			1		2		1			2	1	1			1		1	1		1	1	1			2			20
Glass Bottles	3	1	5		3	2	4	5	4	3		2	6	2	3	3	2		1	4	3	1	5	4		1	1	1	1		70
Hay, Straw				1		1																									2
Ice	3	1	3	1	5	5	5	5	5	1	1	2	4	5	4	5	4	3	5	4	4	3	4	1	1	3	3	4	6	4	104
Live Stock		6	1			1							1				1			1											11
Lumber & Wood			4		1		7		6	4		2	2	7	1	2			4	1	4	1	2			5	1			6	60
P. H. P.																				1											1
Powder																															
Sand	6	5	11	6	2		2		1	2		1			2	6	4		3	5	4	3	1						1		65
Stone																															
Sugar, Syrup, Glucose												1	1				1		2	2	1	1	3			1					14
Ties																															
Miscellaneous	2	3			2	4	3	2	1	5		3		1	1	1			3		2	1	2	2	1	4	2	1	2	4	52
Merchandise	2	2	2			3	3	2	2	2		2	2	2	2	2	2		2	3	2	2	2	2		1	2	3	2	2	53
Iron, Steel, Rails, A. K		1			4				4			1	8		1		4		3	1			2			3		4	2	2	40
Fruit																															
F. Earth, Earthernware	1									2										1						1			1		6
Oil																															
Vehicles		2	1							3		1	1	1				1	1	2		1	2	1		1		3		2	23
Tankage, Fertilizer																															
Empty Cars, new		2	1	1		1																					1				6
Totals	34	36	47	10	28	40	33	28	38	44	1	25	45	51	37	30	28	6	35	49	39	49	52	44	14	42	29	37	42	54	1047

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Wheat	4	8	7	..	6	6	2	4	1	..	..	3	4	14	4	..	2	5	4	6	10	12	..	14	3	6	1	1	6	..	2	139
Meal & Flour	1	1	..	..	..	2	1	2	..	..	1	1	4	1	..	..	3	2	1	1	..	..	..	..	2	..	1	1	..	1	1	27
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Agl. Imp. Mchy	21	..	2	..	..	3	2	..	1	..	1	..	..	..	..	..	1	..	..	..	1	1	..	..	..	1	..	..	1	1	..	2	19
Coal	19	..	9	..	1	..	2	2	..	1	5	7	2	17	9	..	7	5	3	6	6	5	..	6	7	10	7	2	9	2	11	160
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Cement, Lime, Plaster	1	1	..	1	..	1	..	1	..	..	1	2	..	..	4	..	..	1	2	2	..	2	..	1	..	..	..	..	..	3	..	4
Glass Bottles	1	..	..	..	1	1	..	..	..	2	..	..	..	..	2	..	..	..	..	2	..	1	..	..	..	1	1	..	..	1	..	..	23
Hay, Straw	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	1	..	..	..	..	..	11
Ice	5	3	4	4	2	4	3	3	2	2	3	3	4	5	6	3	8	7	6	7	7	6	2	3	3	3	1	3	1	3	2	5	122
Live Stock	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	2
Lumber & Wood	..	2	3	2	..	3	1	..	..	2	..	2	..	..	5	..	..	1	1	6	..	4	..	..	1	14	..	9	3	3	..	62
P. H. P.	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	3
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1
Sand	..	..	..	..	..	..	..	2	3	1	3	..	..	2	3	..	1	2	4	6	4	..	..	6	..	..	..	4	4	..	10	55
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Sugar, Syrup, Glucose	3	..	5	..	..	..	..	..	..	..	..	3	1	2	..	..	..	1	1	..	..	1	..	..	..	3	..	..	2	..	..	22
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Miscellaneous	..	..	4	..	3	3	1	4	..	2	1	2	4	5	3	..	1	1	3	2	4	2	..	4	..	2	1	1	..	..	1	54
Merchandise	2	..	2	..	2	2	2	1	..	2	2	2	2	2	2	..	3	2	3	2	2	2	..	2	3	2	2	2	3	..	2	53
Iron, Steel, Rails, A. K.	2	..	4	..	..	..	2	..	..	1	..	..	1	..	4	..	5	2	1	..	..	..	..	3	..	..	..	1	..	..	2	28
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
F. Earth, Earthenware	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Oil & Naphtha	..	..	1	1	6	5	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	2
Vehicles	1	..	..	..	..	1	1	1	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	1	2	..	..	..	3	..	..	16
Tankage, Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	1	1	..	2	..	1	..	12
Empty Cars, New	..	..	..	..	..	1	..	1	..	..	..	2	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	5
Beer	..	2	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	3
Zinc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..
Totals	40	17	41	8	25	33	18	20	7	14	20	28	24	50	43	4	34	31	29	42	36	41	3	41	23	44	15	27	35	13	36	842

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain											1						1															2
Wheat	6	4	..	..	2	..	5	5	2	5	8	8	..	1	13	2	1	1	4	..	1	1	1	2	2	..	..	1	2	3	..	80
Meal & Flour	1	1	3	1	..	1	..	2	..	3	4	3	..	1	1	1	3	1	2	1	..	2	2	2	2	..	..	..	1	..	1	39
Bran & Feed													1																			1
Agl. Imps. Mchy	1	2	..	2	3	..	..	..	1	1	1	2	..	..	1	..	3	1	..	..	1	1	..	..	2	1	..	..	1	..	1	25
Coal	5	8	3	3	8	..	5	8	4	13	1	5	7	4	12	7	10	8	8	..	6	15	9	2	6	10	..	12	6	12	8	205
Coke																																
Brick	3	..	..	..	1	..	..	1	..	..	2	4	1	..	..	2	..	..	..	2	..	..	5	2	3	..	..	..	3	..	..	29
Cement, Lime, Plaster	1	..	..	..	..	..	..	1	1	1	..	3	..	1	1	..	3	..	1	2	..	1	2	1	..	1	2	..	1	1	1	25
Glass Bottles	1	2	..	..	..	..	1	..	1	..	1	..	1	..	..	1	..	..	1	..	1	..	2	1	..	1	..	1	1	2	1	19
Hay, Straw								1						1	..	..	..	2	1	..	..	..	..	..	..	..	..	4	..	..	..	9
Ice	6	6	4	6	5	1	4	3	4	2	5	4	2	4	4	5	7	7	3	2	7	7	7	7	8	8	4	6	6	7	8	159
Live Stock											2				2																	4
Lumber & Wood	1	..	2	2	..	1	1	2	2	..	..	..	..	1	6	..	2	3	1	2	..	..	1	1	..	..	4	4	..	1	1	38
P. H. P.														1	..	1																2
Powder	1	..	..	..	..	..	1	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	5
Sand	4	..	..	1	2	14	..	..	6	7	7	8	..	..	..	..	..	..	..	..	..	4	2	3	..	2	..	..	..	..	..	60
Stone																																
Sugar, Syrup, Glucose	..	..	..	2	..	..	1	1	..	..	3	..	..	..	1	1	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	11
Ties																																
Miscellaneous	1	..	2	2	2	1	3	4	1	1	5	1	..	3	1	..	..	1	2	1	1	..	2	..	1	..	1	2	3	3	1	45
Merchandise	3	2	2	2	2	..	2	3	2	2	2	3	..	3	2	2	2	2	2	..	3	3	2	2	2	2	..	2	3	2	3	62
Iron, Steel, Rails, A. B.	1	..	..	1	3	1	2	7	2	2	..	..	..	..	1	..	1	4	1	..	..	1	1	3	5	..	..	1	2	3	1	43
Fruit																																
F. Earth, Earthenware	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Oil & Naphtha	..	1	..	4	..	..	..	..	1	2	1	..	..	2	..	..	..	..	..	..	1	..	..	..	1	2	..	3	..	..	2	20
Vehicles	1	..	..	1	..	1	1	1	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	1	..	..	2	..	1	11
Tankage, Fertilizer																																
Empty Cars, New	1	1	1	1	1	1	..	1	..	1	1	1	2	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	12
Beer	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	4
Zinc																																
Totals	37	27	18	28	29	21	26	42	27	41	44	42	14	22	46	23	33	31	28	10	22	35	38	26	33	28	11	36	31	35	29	913

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	4	1	..	..	..	1
Wheat	..	..	..	..	5	8	1	2	..	..	..	4	1	1	..	..	..	..	..	..	..	..	..	3	..	4	1	..	..	..	30
Meal & Flour	..	..	..	..	1	1	1	1	1	..	..	3	1	1	3	1	1	..	2	5	3	3	4	3	1	3	7	3	4	1	54
Bran & Feed	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Agl. Imps. Mchy.	..	1	..	1	..	1	1	..	..	..	1	..	..	..	..	1	..	..	..	1	1	..	..	..	1	..	..	..	..	..	9
Coal	8	1	3	1	9	9	10	14	3	..	12	11	6	6	5	8	..	11	7	11	4	2	9	..	12	10	17	13	13	13	228
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Brick	..	..	..	..	..	2	..	..	..	..	3	..	1	..	..	..	..	2	..	..	..	..	1	..	..	..	..	..	..	..	9
Cement, Lime, Plaster	..	1	..	..	1	1	..	1	1	..	2	2	1	1	..	1	3	..	3	2	..	2	1	1	1	..	3	..	1	2	31
Glass Bottles	2	..	1	..	..	..	1	..	2	..	1	2	2	2	2	..	..	..	..	2	1	..	3	..	1	1	..	..	2	..	25
Hay, Straw	..	..	..	1	..	..	2	..	..	..	..	..	..	2	..	2	..	..	..	..	..	..	1	1	..	..	3	1	6	..	19
Ice	8	6	6	..	6	3	2	5	2	..	4	4	5	4	5	4	4	6	2	4	5	6	4	3	5	4	2	3	4	4	120
Live Stock	..	5	..	..	..	..	..	..	..	..	..	..	1	..	..	2	..	..	..	..	..	5	..	..	..	2	1	..	..	..	16
Lumber & Wood	..	..	..	..	3	..	..	2	1	..	..	5	4	..	..	..	..	..	4	..	..	2	..	..	..	2	1	1	4	1	30
P. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	2
Stone	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Sand	..	..	..	..	..	..	..	..	..	..	..	..	1	1	3	..	..	..	7	..	..	3	..	..	..	..	..	3	1	..	19
Sugar, Syrup, Glucose	..	1	..	..	1	1	..	..	1	..	..	1	..	2	1	1	..	1	2	2	..	2	1	..	2	..	1	2	1	1	24
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Miscellaneous	1	2	..	3	2	1	2	3	1	..	3	3	2	4	2	2	..	4	..	..	..	1	5	..	3	1	4	1	2	1	53
Merchandise	2	4	..	..	2	2	2	2	3	..	2	2	2	2	2	2	..	3	4	2	4	2	2	..	3	2	2	2	2	3	60
Iron, Steel, Rails, A. B.	2	4	..	2	..	2	1	2	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	3	1	19
Fruit	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	4	1	..	..	..	6
F. Earth, Earthernware	..	2	..	..	3	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Oil & Naphtha	..	..	..	3	2	..	..	2	..	1	..	..	..	..	..	1	..	..	1	1	..	2	..	..	1	2	1	..	1	..	18
Vehicles	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Tankage, Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Empty Cars, New	..	..	..	1	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	4
Beer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Zinc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Totals	23	27	10	12	36	32	24	35	15	1	28	38	27	27	23	26	8	27	33	31	18	31	32	11	30	36	44	29	44	27	785

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Wheat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	2	1	..	..	..	..	..	9	3	..	3	..	1	1	4	25
Meal & Flour	..	..	1	..	..	..	..	..	..	..	..	1	1	1	..	..	..	1	..	..	..	1	1	2	3	2	2	1	..	..	..	17
Other Mill Products	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Ag.[Imps	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Coal, Bituminous	..	5	5	19	4	11	17	1	15	9	7	5	4	10	..	8	10	8	2	1	1	3	21	15	17	10	22	22	..	9	20	281
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Brick	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	1	1	..	2	..	..	..	6
Cement, Lime, Plaster	..	1	2	1	1	..	1	2	..	4	1	..	1	1	..	2	1	..	1	1	..	..	1	2	2	1	..	..	..	2	2	30
Glass Bottles	..	1	1	2	2	2	1	1	..	2	3	1	1	2	..	3	1	2	3	1	3	..	2	3	1	4	1	2	..	4	3	52
Hay, Straw	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	2
Ice	1	3	4	3	3	3	3	..	2	4	3	3	..	3	..	1	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	38
Live Stock	..	..	..	..	..	..	..	..	..	2	..	..	1	..	..	1	..	..	2	8	1	..	..	..	..	2	..	1	..	..	6	24
Lumber & Wood	..	1	3	1	..	1	2	..	2	..	1	..	7	2	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	4	..	26
P. H. P.	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	1	4
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	..	..	..	8	..	1	..	..	1	..	..	3	..	1	..	..	2	3	..	..	..	7	..	..	..	..	..	2	..	3	2	33
Sugar, Syrup, Molasses, Glucose	..	3	1	..	1	1	2	..	3	..	1	1	..	1	..	3	..	..	..	..	1	..	1	1	..	..	1	1	1	..	23
Ties	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Miscellaneous	..	5	5	..	2	1	4	..	4	3	6	2	1	1	..	2	1	..	2	1	3	..	4	2	1	..	1	..	..	4	3	58
Merchandise	..	2	2	2	2	2	2	..	2	2	2	2	2	2	..	3	2	4	2	2	2	..	3	2	4	2	2	2	..	2	2	58
Iron	..	1	1	..	1	..	2	..	3	..	5	1	4	2	..	2	2	..	..	2	..	..	..	..	..	..	..	3	..	1	3	33
Fruit & Vegetables	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	3
F. Earth, Earthernware	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Oil, Naphtha	..	1	..	..	..	..	1	..	..	..	1	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	1	6
Vehicles	..	1	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	1	..	..	1	7
Tankage, Fertilizer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Empty Cars, New	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Beer	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	1	..	..	5
Mchy. & Other Castings	..	..	..	..	..	..	..	..	2	..	..	..	..	2	..	2	..	..	..	..	..	..	..	1	..	..	..	..	..	..	3	10
Iron & Steel Rails	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. G. & Furniture	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Totals	1	25	27	37	17	24	35	4	34	26	32	20	23	30	..	32	25	20	12	18	11	11	35	39	33	23	31	37	5	32	51	750

NOVEMBER, 1905.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Coarse Grain	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	1	..	..	..	..	..	..	..	..	..	..	..	3
Wheat	..	..	1	..	..	..	..	1	..	..	2	..	1	..	..	..	2	1	..	..	..	..	..	5	..	..	..	..	1	4	18
Flour	1	2	2	1	..	1	1	1	2	..	3	..	..	3	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	19
Other Mill Products	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	..	..	1
Hay	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruits & Vegetables	..	1	..	..	..	..	..	..	..	..	1	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	4
Live Stock	..	1	2	..	..	..	..	3	..	1	..	..	..	1	1	..	1	..	..	..	..	1	..	..	..	..	..	..	1	..	12
Dressed Meats	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Other Pkg. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Poultry, Game, Fish	..	6	3	..	4	1	..	3	..	1	1	..	1	2	1	6	..	..	1	..	2	1	1	1	5	3	..	8	1	2	54
Wood & Lumber	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Hides & Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Anthracite Coal	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Bituminous Coal	10	13	16	1	..	9	25	10	5	18	15	..	10	13	12	4	17	11	..	3	11	9	14	15	14	..	16	15	12	..	298
Coke	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	2
Glass	3	..	1	5	..	3	2	2	2	2	4	..	4	1	2	3	4	2	..	2	4	3	2	1	2	..	3	3	3	..	63
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	..	3	6	3	3	..	..	4	5	..	5	..	2	3	1	1	..	..	3	..	3	..	1	1	3	1	..	..	..	6	54
Oil	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	5
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Syrup & Glucose	1	1	1	1	..	..	..	..	..	..	2	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	8
Iron, Pig-Bloom Iron & Steel	1	..	3	1	..	1	..	2	1	..	..	..	..	..	..	..	1	2	..	4	..	..	..	1	3	..	..	1	1	..	22
Iron & Steel Rails	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Other Castings & Mchy	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	..	..	..	..	..	..	..	..	3	..	1	..	..	..	..	4	..	..	1	..	2	..	..	..	..	1	1	1	..	..	14
Brick	..	..	..	..	..	..	..	..	..	..	2	..	1	..	..	..	2	..	..	..	..	..	..	..	..	..	..	1	..	1	7
Agricultural Implements	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Wagons, Carriages, Tools, etc.	1	1	1	..	..	..	2	..	..	1	..	..	..	..	..	..	..	1	..	1	1	1	..	1	..	..	2	..	1	..	14
Wines, Liquors, Beer	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
H. H. Goods & Furniture	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Merchandise	2	2	2	3	..	2	2	2	2	2	2	..	2	2	2	2	4	2	..	2	2	2	3	2	3	..	2	2	2	..	55
Miscellaneous	4	3	1	1	..	2	3	6	..	2	..	..	2	2	1	4	1	1	1	2	4	2	1	3	1	..	5	1	4	..	57
Powder	..	..	1	..	..	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	4
Fuller's Earth	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	25	33	40	16	7	19	35	36	21	29	39	..	27	27	21	26	33	24	8	15	29	19	22	30	32	5	30	32	26	15	721

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Coarse Grain	..	..	..	..	1	..	..	..	..	..	..	..	3	..	..	1	..	1	..	..	..	..	..	1	..	..	..	..	..	..	..	7
Wheat	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	2	..	..	..	3	..	..	..	..	..	..	..	7
Flour	..	..	..	..	1	..	..	..	..	..	..	2	2	..	..	1	..	..	1	1	..	..	..	..	..	..	..	1	1	..	..	10
Other Mill Products	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	3	..	2	2	..	..	1	1	..	..	..	..	9
Hay	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	2
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Fruit, Vegetables	..	1	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	4
Live Stock	..	..	..	..	..	1	1	..	..	..	..	..	..	2	..	..	..	..	..	2	..	..	..	..	..	..	..	..	..	1	..	7
Dressed Meats	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Other Pkg. H. P.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Poultry, Game, Fish	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Wood & Lumber	..	5	..	..	4	1	2	2	3	2	1	1	2	1	..	..	..	2	..	1	3	..	2	2	..	1	2	..	5	2	..	44
Hides & Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1
Anthracite Coal	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Bituminous Coal	9	11	2	4	16	15	7	21	10	6	10	19	21	13	15	10	2	20	9	9	21	11	16	..	3	5	15	19	11	8	..	338
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Glass	6	1	2	1	2	4	3	1	4	..	3	2	4	5	4	2	..	2	3	4	4	1	4	..	1	1	4	2	3	4	..	77
Stone	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	..	1	..	..	2	..	2	..	1	..	..	..	..	4	..	..	..	..	8	..	2	..	4	5	..	..	4	7	9	..	2	51
Oil	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	3
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	2
Syrup, Glucose	..	1	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	..	2	..	..	..	..	..	7
Iron, Pig-Bloom	2	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	..	..	2	..	..	10
Iron & Steel Rails	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Other Castings & Mchy.	1	..	1	1	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	2	1	..	..	..	..	10
Cement, Lime, Plaster	..	2	1	..	1	1	1	..	..	..	..	2	2	..	..	..	..	..	1	1	..	..	..	..	..	..	2	..	1	..	..	15
Brick	1	..	..	1	..	..	..	..	..	1	..	1	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	6
Agricultural Implements	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	2	..	..	..	..	..	..	..	..	..	..	1	1	..	6
Wagons, Carriages, Tools, etc	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	1	1	..	..	..	..	2	..	..	..	2	..	8
Wines, Liquors, Beer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. Goods, Furniture	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	..	..	..	1	1	1	..	5
Merchandise	2	2	..	2	2	2	3	2	3	..	3	3	3	2	2	2	..	2	3	3	2	2	2	..	..	3	3	4	3	4	..	64
Miscellaneous	1	2	1	4	1	3	2	3	6	1	6	4	3	2	2	3	1	3	4	4	2	..	1	1	..	2	..	2	2	3	..	69
Powder	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Total	22	27	7	15	30	29	23	32	29	11	25	34	42	33	24	20	4	32	29	31	36	17	37	14	4	23	34	36	38	29	2	769

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Agl. Imps	1										1				1	2				2				1			1					9
Brick															1					1							1					3
Cement, Lime, Plaster			2			1							1		1				1	1			1			1			1			10
Coal, Bituminous	16	2		20	33	11		5	18	10		16	6		6	20	17	10	12	23		20	13	19	16	12	18		8	10	20	361
Coal, Anthracite																																
Coke																																
Coarse Grain, Wheat Exc		1				1									1																	3
Cotton																																
Dressed Meat																																
Flour	1		1	3	1			1	1		1	1					2	1		2			1	1	1	1			1	1	1	22
Fuller's Earth		2		1								1			1							1			1		1					8
Fruit & Vegetables																																
Glass	1	2	3		2	6		5		5	3	3	2		4	5	2	3	3	4			4	3	4		5		3	2	2	76
Hay							1									1		1														3
Hides, Leather																							1									1
H. H. G. & Furniture																	1															2
Iron, Pig-Bloom	1				3			1												1					2				1			9
Iron & Steel Rails		1	2		1																	1			2				1	1		9
Live Stock				2	1				1										1													5
Merchandise		1	4	2	2	2		2	2	2	3	2	3		2	2	3	3	2	2		2	2	2	2	2	2		2	2	3	58
Miscellaneous	4	7	1	3	3	1		4	3		3	4			2	2	1	3	2			5	1	1	2	1	1		5	1	2	60
Mill Products, Flour Exc																																
Mchy & Castings		1	2						1						1										2	2	1		2			12
Oil	1																									1						2
P. H. P. Dressed Meat exc																													1	1		2
Poultry, Game, Fish																																
Powder																										1					1	1
Sand		6	1	2		6	3		8			4	1		6	5	1	3	6	3		5	3	1	6	6	6	6		4	6	98
Stone																																
Sugar																																
Syrup, Glucose				1		2		3				1				2	2	5	5					1	1		2			1		26
Tobacco																																
Vehicles													1							1		1										4
Wheat									5	3	1		1							6			6	1	1	2					11	37
Wood & Lumber		2	4		3		5		3	1	2		1		9	3	1		5	1		1	1			2	1	2		1	9	57
Wines, Liquors, Beer	1																															1
Totals	26	25	20	34	49	30	9	21	41	22	14	32	16		35	42	30	29	37	47		36	33	30	40	30	38	8	25	25	56	880

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
Agl. Imps	1	..	1	..	1	1	..	..	..	..	1	..	..	1	..	2	..	..	..	..	..	..	..	1	..	1	..	..	10
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1	2
Cement, Lime, Plaster	..	..	..	..	1	..	1	..	..	1	..	..	1	..	1	..	..	..	..	1	..	..	..	..	1	..	1	..	8
Coal, Bituminous	10	15	11	..	12	13	6	10	14	20	..	15	17	11	15	20	15	1	30	20	28	29	27	31	..	30	13	19	432
Coal, Anthracite	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain, Wheat Exc	..	1	..	..	..	..	1	1	1	..	..	1	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	7
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Dressed Meat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Flour	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	1	4	..	..	2	..	10
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1
Fruit & Vegetables	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Glass	5	3	1	..	2	2	2	2	4	3	..	2	3	..	2	4	1	..	2	1	3	1	4	2	..	..	2	1	52
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	1	..	..	..	..	..	..	..	..	..	3
Hides, Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. Goods & Furniture	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	2	..	2	2	..	4
Iron & Steel	..	..	..	..	..	2	3	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	12
Live Stock	..	..	..	..	..	..	..	1	..	..	..	..	..	..	3	..	1	..	..	1	..	..	1	..	..	..	..	..	7
Merchandise	3	3	3	..	4	3	3	3	3	2	..	2	2	3	3	2	3	..	3	3	3	3	2	2	..	3	3	3	67
Miscellaneous	3	4	6	..	4	3	1	1	4	2	..	4	3	5	3	3	2	..	7	2	3	3	3	2	..	4	2	2	76
Mill Products, Flour exc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1
Mchy. Castings	..	1	..	..	2	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	5
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
P. H. P., Dressed Meat exc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Poultry, Game, Fish	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	2
Sand	6	2	5	..	7	4	5	7	10	4	..	2	6	8	5	7	4	4	2	8	4	6	3	5	5	..	4	2	122
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	9
Syrup, Glucose	..	..	..	..	..	2	1	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Tobacco	..	2	..	..	..	..	..	..	2	1	..	..	..	..	1	..	..	..	..	1	..	..	1	..	..	..	1	..	9
Vehicles	..	1	..	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	6
Wheat	3	..	4	..	5	6	3	4	1	3	2	3	..	3	..	1	1	2	..	..	3	3	1	5	1	..	1	2	57
Wood & Lumber	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Wines, Liquors, Beer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Totals	31	33	33	..	88	36	27	33	40	37	5	31	32	35	29	37	31	8	50	33	48	45	47	52	7	41	33	31	903

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Agl. Imps	..	1	1	..	..	1	..	..	..	1	..	..	2	..	..	..	..	1	..	..	2	..	..	..	..	..	..	..	..	2	..	11
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime, Plaster	..	..	1	..	..	1	1	..	..	..	..	1	..	..	..	1	1	..	1	..	..	..	..	..	..	2	1	..	..	1	1	12
Coal, Bituminous	23	21	24	11	20	9	25	11	19	20	14	8	19	10	16	32	12	8	8	16	14	8	15	12	11	21	17	17	9	6	14	470
Coal, Anthracite	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2
Coarse Grain, Wheat exc.	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	..	..	..	..	1	1	1	..	1	..	..	..	..	1	7
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Dressed Meat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Flour	2	..	..	1	1	1	..	..	1	1	..	..	..	2	..	..	1	..	..	1	..	..	..	1	..	..	1	..	..	..	..	13
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1
Fruit & Vegetables	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Glass	..	3	..	..	..	2	1	2	2	1	..	..	..	..	..	..	2	..	..	1	3	..	2	..	..	..	..	..	..	2	1	22
Hay	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	2	..	..	..	..	..	..	..	..	..	1	5
Hides, Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. Goods & Furniture	..	..	1	..	1	..	..	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	2	2	12
Iron & Steel Rails	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	4
Iron, Pig Bloom	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Live Stock	1	..	..	..	..	1	..	3	2	..	..	..	..	1	1	1	..	..	1	2	1	..	1	..	..	..	1	..	1	2	..	19
Merchandise	3	3	4	..	3	3	3	2	4	2	..	3	2	2	2	2	3	..	3	1	2	2	2	2	..	2	2	3	2	2	4	68
Miscellaneous	1	5	..	..	5	..	2	2	..	4	..	3	1	1	4	4	..	..	5	..	1	2	..	1	..	3	..	5	3	8	3	63
Mill Products, Flour exc.	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Mchy. & Castings	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	2	..	..	..	..	3
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	2
P. H. P., Dressed Meat exc.	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	2
Poultry, Fish, Game	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Powder	..	..	..	..	..	..	..	2	..	..	..	..	..	..	1	1	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	8
Sand	6	9	5	5	..	4	2	3	5	10	1	2	10	2	6	3	11	5	..	5	..	8	5	8	..	7	3	5	6	7	7	150
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	2
Syrup, Glucose	1	..	1	..	..	..	..	..	1	..	..	..	..	..	1	..	..	..	2	..	..	2	..	..	..	..	..	..	..	1	..	..	9
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Vehicles	..	..	..	..	1	..	1	..	1	..	..	1	2	..	2	..	..	..	1	..	1	..	..	..	..	..	..	2	..	2	..	14
Wheat	5	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	4	2	..	1	6	2	..	..	1	23
Wood & Lumber	3	2	4	1	1	2	2	2	3	..	..	..	2	4	1	2	4	..	1	2	2	..	5	3	..	2	2	..	3	3	2	58
Wines, Liquors, Beer	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	45	46	42	18	32	24	38	25	42	40	15	19	40	24	37	46	35	14	23	30	33	23	25	30	11	40	36	37	25	41	37	983

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Agl. Imps.	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	1	..	1	2	..	..	7
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	1	..	..	..	2	..	..	..	..	..	5
Cement, Lime, Plaster	..	1	..	..	2	..	1	..	1	1	1	..	..	..	..	1	..	1	1	..	1	..	..	1	..	..	1	..	..	1	14
Coal, Bituminous	..	14	2	1	5	..	3	..	2	1	1	1	..	..	..	..	3	..	2	..	2	..	..	2	1	1	..	..	..	..	41
Coal, Anthracite	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain, Wheat exc.	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Dressed Meat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Flour	..	..	2	..	2	1	..	..	..	1	..	1	..	2	..	1	1	3	..	1	..	..	..	1	1	1	..	..	..	..	18
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	1	..	..	..	..	1	..	..	4
Fruit & Vegetables	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Glass	..	1	..	..	..	..	1	..	..	..	1	1	..	1	..	..	..	1	..	1	..	..	1	..	1	2	..	..	..	..	12
Hay	..	..	3	..	..	..	..	..	1	..	..	..	1	..	..	..	..	1	..	..	..	..	..	1	2	..	..	..	..	..	9
Hides, Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. G. & Furn.	..	..	..	..	..	1	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	1	..	..	5
Iron & Steel Rails	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	2	..	2	..	2	..	..	2	..	2	..	..	..	1	13
Iron, Pig Bloom	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Live Stock	..	2	1	..	1	..	..	..	..	..	1	..	..	..	..	..	2	2	..	1	..	..	2	..	..	..	..	..	..	..	12
Merchandise	..	2	3	3	2	2	4	..	2	5	2	3	3	2	..	3	3	3	3	2	3	..	..	3	4	3	2	3	..	2	67
Miscellaneous	..	3	5	3	4	5	3	..	4	1	2	..	2	2	..	2	1	1	5	4	5	..	5	1	6	5	1	1	..	6	77
Mill Products, Flour exc.	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	2	..	..	1	..	..	..	..	6
Mchy. & Castings	..	1	..	..	..	..	1	..	..	..	..	1	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	5
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	..	1	..	..	..	..	..	..	3
P. H. P., Dressed Meat exc.	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2
Poultry, Game, Fish	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1
Sand	..	1	6	6	7	10	9	..	10	10	6	8	10	5	..	7	7	1	6	4	7	..	3	2	5	4	7	2	..	4	147
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Syrup, Glucose	..	2	..	2	..	..	..	..	..	1	..	1	..	..	..	1	..	1	..	1	2	..	..	2	..	2	..	..	..	..	15
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Vehicles	..	..	..	..	..	..	..	..	1	..	1	..	..	1	..	4	..	2	..	1	..	..	..	..	..	1	..	..	..	..	11
Wheat	..	..	..	..	..	..	..	..	2	4	1	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	8
Wood & Lumber	..	2	..	1	4	1	4	..	5	..	3	2	4	1	..	1	3	2	2	1	1	..	4	3	2	4	2	5	..	4	61
Wines, Liquors, & Beer	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	2
Totals	..	29	24	17	28	21	28	..	29	25	19	18	21	17	..	24	24	20	24	17	24	..	19	19	27	26	14	15	..	20	549

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Agl. Imps				1											1			1									1		1			4
Brick				1					1																						1	3
Cement, Lime, Plaster	1	1	1	3				2		1	2			1								1		2	1	1	1				2	20
Coal, Bituminous		1	2	2	2			4	5	2	3				2	1	6	1			2	3	2	2					2		1	43
Coal, Anthracite																																
Coke																																
Coarse Grain, Wheat exc..									1																							1
Cotton																																
Dressed Meat																																
Flour	1			1				2	1		1					1	1							1		1						10
Fuller's Earth																					1											1
Fruit & Vegetables																																
Glass								1		1	2	1				1							3	4					1	1	1	14
Hay	1						1					1			1						1						1					6
Hides, Leather																																
H. H. G. & Furn											1			2		1			1							2						7
Iron & Steel		2			4					1				1	4				2		1											15
Iron, Pig & Bloom																					1											1
Live Stock	1						2			1					1	1	1		4				1		2							14
Merchandise	3	5	2	2	5		2	3	2	3	2	2		2	3	2	2	3			3	2	3	2	2	2			2		3	66
Miscellaneous		3	2	4	1		5	2	5	2	1	2		3	1	2	2	2	1		3	1	2	2	1	1	6		2		5	61
Mill Products, Flour exc...																																
Machinery & Castings					1		1		2			1		1							2		1			1			1	1		12
Oil			2																								1					3
P. H. Products			1																1													2
Poultry, Game & Fish																																
Powder																1							2		1							4
Sand	8	3	9	4	6		6	2	6	7	3	5		9	2	6	2	6	5		1	2	1	6	5	2	3		5	4	4	122
Stone																								1			2				1	4
Sugar	1																		2													3
Syrup & Glucose	1	1					1				3					1	1				1				1	1	3					14
Tobacco																																
Vehicles	2		1				1	1	1	2		1		1		1					3	3	2				1		1	1	2	24
Wheat								1									1						1		5				4	1		13
Wood & Lumber	2		3	1	2		1	1	3	2	1	3		1	11	1	5	3			1	2	3	2	3	1	1		1	6	4	70
Wines, Liquors & Beer																		1					1									2
Totals	21	16	23	18	21		20	19	27	22	19	16		21	26	19	21	17	16		20	14	22	20	16	15	32		20	14	24	539

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total
Agl. Imps.	..	..	..	..	1	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	6
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime & Plaster	..	3	..	..	..	..	2	2	4	..	2	2	1	3	..	1	..	..	1	1	1	..	1	..	2	2	4	6	1	1	40
Coal, Bituminous	..	3	..	1	3	4	4	11	3	..	4	19	16	26	71	30	..	27	22	9	28	30	34	..	16	15	11	8	13	18	426
Coal, Anthracite	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain, Wheat exc.	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Dressed Meat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	,
Flour	..	..	..	..	..	..	1	..	1	..	..	..	1	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	5
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1
Fruit & Vegetables	..	..	1	..	..	..	..	..	..	..	..	2	..	..	..	1	..	..	..	..	..	3	..	..	1	..	..	..	..	..	8
Glass	2	1	..	1	..	..	..	..	1	..	..	1	1	..	1	2	..	1	2	..	2	..	1	..	..	..	..	1	..	1	18
Hay	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	1	..	3
Hides & Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
H. H. Goods & Furniture	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	1	3
Iron & Steel	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	1	..	..	2	1	1	..	..	..	8
Iron, Pig & Bloom	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1
Live Stock	..	..	..	..	..	1	..	..	..	..	3	..	1	1	..	..	..	..	..	1	..	..	..	..	1	1	..	..	..	1	10
Merchandise	2	2	..	3	2	3	2	3	2	..	..	2	2	3	3	3	..	3	3	2	3	2	3	..	3	3	3	2	4	3	66
Miscellaneous	7	1	..	5	7	..	5	5	6	..	4	1	2	2	1	1	..	3	..	2	4	2	2	..	3	1	5	2	2	4	77
Mill Products, Flour exc.	..	..	..	..	..	1	..	..	..	..	3	..	..	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	6
Machinery & Castings	..	..	..	..	1	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	3
Oil	..	..	..	1	..	..	..	..	..	..	1	1	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	4
P. H. Products	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Poultry, Game, Fish	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Powder	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Sand	4	..	..	5	..	5	3	8	7	..	6	1	8	8	3	4	..	..	..	3	3	3	3	..	1	8	5	4	2	2	96
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sugar	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	..	..	4	1	..	..	..	..	..	1	..	1	..	9
Syrup, Glucose	..	1	..	..	..	..	..	3	1	..	1	..	..	2	..	..	..	..	..	..	..	..	..	..	1	..	..	..	1	2	12
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Vehicles	1	1	..	1	1	1	..	1	..	..	1	..	..	..	..	..	..	2	..	..	..	..	1	..	2	..	..	..	..	1	13
Wheat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Wood & Lumber	3	13	..	3	14	3	1	..	..	..	4	2	2	2	3	7	..	2	4	1	3	1	3	..	7	2	..	2	..	2	84
Wines, Liquors & Beer	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	19	25	1	21	29	21	18	37	25	..	30	32	36	49	82	49	..	41	33	24	46	42	48	..	41	33	32	26	26	37	903

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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Agl. Imps.	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	1	..	3
Brick	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cement, Lime & Plaster	..	1	3	1	..	2	..	..	1	..	3	3	..	..	..	1	..	2	1	..	..	..	1	2	2	2	2	..	..	..	2	29
Coal, Bituminous	..	5	3	2	8	7	8	..	15	3	6	9	5	3	..	14	1	3	5	6	4	..	4	3	6	6	11	4	..	8	..	148
Coal, Anthracite	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coke	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Coarse Grain, Wheat exc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Cotton	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Dressed Meat	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Flour	..	..	..	..	..	1	4	..	..	2	..	..	..	..	..	..	1	..	..	1	..	..	..	1	..	..	..	3	..	..	..	13
Fuller's Earth	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	..	..	..	2
Fruit & Vegetables	..	2	2	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	1	..	..	..	..	7
Glass	..	..	1	..	1	1	1	..	1	1	1	2	..	1	..	..	..	1	2	1	1	..	..	..	..	2	..	..	..	..	..	17
Hay	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	3
Hides & Leather	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	1
H. H. Goods & Furniture	..	1	1	..	..	..	..	..	..	..	..	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..	..	1	..	1	..	7
Iron & Steel Rails	..	2	3	..	1	..	..	..	..	2	..	1	9	..	..	12	..	2	..	7	4	..	4	..	1	2	2	..	..	3	3	58
Ice	..	..	1	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	3
Iron, Pig & Bloom	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Live Stock	..	..	..	..	1	..	2	..	3	..	2	..	..	..	..	1	1	..	..	1	..	..	..	8	..	1	..	1	..	..	1	22
Merchandise	..	2	3	3	4	3	4	..	5	2	1	2	3	2	..	2	3	3	2	2	2	..	3	4	2	1	3	5	..	2	2	69
Miscellaneous	..	7	..	..	1	..	..	..	..	2	2	5	1	4	..	5	..	2	..	..	2	2	7	7	2	5	1	3	..	2	3	63
Mill Products, Flour exc	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	1
Machinery & Castings	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	3	..	1	2	..	..	..	..	..	..	2	..	1	..	..	1	11
Oil	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	1	..	3
P. H. Products	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Poultry, Game & Fish	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Powder	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Sand	..	2	..	..	..	..	..	..	..	2	2	4	3	5	..	1	1	..	5	8	..	..	2	2	2	4	4	4	..	3	..	54
Stone	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Syrup & Glucose	..	1	2	..	..	..	..	..	..	1	1	1	..	1	..	..	..	..	2	..	1	..	..	1	..	1	1	1	..	2	1	18
Sugar	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	..	..	..	..	3	..	..	..	..	..	..	5
Tobacco	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	.....
Vehicles	..	2	..	1	..	..	1	..	2	1	..	..	..	..	..	2	1	..	..	..	..	..	4	1	..	..	..	..	..	3	1	19
Wheat	..	1	3	5	2	1	5	..	9	5	3	6	4	9	..	4	7	7	3	6	7	..	..	3	5	11	..	7	..	..	..	113
Wood & Lumber	..	1	4	3	2	3	..	..	..	1	..	1	7	..	..	..	3	..	2	2	1	..	1	2	3	2	..	3	..	2	2	48
Wines, Liquors & Beer	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1
Totals	..	27	26	15	21	17	27	..	36	23	22	35	33	26	..	47	18	24	27	34	22	2	29	34	29	39	30	33	..	28	16	721

"COMPLAINANT'S EXHIBIT NO. 217."

FREIGHT LOADS—MARCH, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—													
	C.B.& Q.		BIG 4		C.P. & ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	...	...	...	8	...	2	...	2	...	14	..	1	....	27	...	...	..	..	....	....	..	..	2	1	..	1	2	2	5	..	7	29
2	25	26	...	1	...	1	...	...	...	5	3	2	28	35	...	...	..	..	....	....	..	..	..	..	..	..	..	..	..	..	28	35
3	28	65	1	7	...	10	...	10	...	5	2	1	31	98	...	...	..	1	....	....	..	..	6	..	..	..	6	1	4	1	41	100
4	28	24	...	1	....	....	....	....	....	..	3	..	31	25	...	...	..	..	....	....	..	..	..	..	..	..	..	..	..	..	31	25
5	1	26	..	2	....	7	....	....	....	3	..	..	1	38	...	...	..	..	....	....	..	..	..	..	..	..	..	..	1	..	2	38
6	5	45	3	10	....	4	....	1	...	5	2	..	10	65	...	...	..	..	....	....	..	..	3	1	..	..	3	1	2	..	15	66
7	11	18	..	13	....	3	....	7	...	2	1	..	12	43	...	...	3	..	....	....	..	..	2	..	..	..	5	..	..	..	17	43
	98	204	4	42	....	27	....	20	...	34	11	4	113	331	...	...	3	1	....	....	..	..	13	2	..	1	16	4	12	1	141	336
8	19	21	1	4	....	10	....	....	....	1	..	..	20	36	...	...	..	1	....	....	..	..	..	..	..	1	..	1	5	..	25	37
9	25	20	1	2	1	7	..	9	1	12	1	..	29	50	...	...	..	..	....	....	..	..	2	..	..	..	2	..	2	..	33	50
10	27	50	1	2	1	3	..	26	...	12	..	..	29	93	...	...	1	..	1	....	..	..	9	1	3	..	14	1	6	1	49	95
11	23	26	..	1	....	....	....	4	....	....	..	..	23	31	...	...	..	..	....	....	..	..	..	..	..	..	..	..	..	..	23	31
12	19	22	..	4	....	....	....	....	....	4	7	..	26	30	...	...	..	..	1	....	..	..	10	..	1	..	12	..	2	..	40	30
13	3	15	..	11	1	6	..	3	...	7	5	2	9	44	...	...	..	..	....	....	..	..	6	..	..	..	6	..	4	..	19	44
14	30	18	1	1	....	10	....	6	....	5	3	1	34	41	...	...	1	..	....	1	..	..	3	3	..	..	4	1	..	1	38	43
	146	172	4	25	3	36	..	48	1	41	16	3	170	325	...	...	2	1	2	1	..	..	30	1	4	..	38	3	19	2	227	330
15	15	13	..	..	....	5	..	12	..	9	3	1	18	40	...	...	1	..	....	....	..	..	1	1	..	..	1	1	1	1	20	42
16	24	19	..	5	1	....	7	....	....	3	1	1	33	28	...	...	..	..	....	....	1	..	10	..	1	..	12	..	4	..	49	28
17	12	17	..	3	....	2	....	4	....	4	..	3	12	33	...	...	..	..	....	....	..	..	..	..	..	..	..	..	1	1	13	34
18	19	12	..	2	....	1	....	....	....	..	..	1	19	16	...	...	..	..	....	....	..	..	..	..	..	1	..	1	1	..	20	17
19	25	9	2	2	1	....	1	12	..	6	1	..	30	29	...	...	1	..	....	....	..	..	7	1	..	..	8	1	1	..	39	30
20	27	13	3	4	....	4	....	2	1	1	..	3	30	27	...	...	..	..	....	....	..	..	5	..	..	1	5	1	..	3	35	31
21	27	14	..	3	....	2	....	....	....	11	1	7	28	37	...	...	..	..	....	....	..	..	6	..	..	..	6	..	1	..	35	37
	149	97	5	19	2	14	8	30	..	34	6	16	170	210	...	...	2	..	....	....	1	..	28	2	1	2	32	4	9	5	211	219
22	27	13	..	3	....	2	....	13	....	2	..	2	27	35	...	...	..	..	....	....	..	..	2	..	..	..	2	..	9	..	38	35
23	28	13	..	5	1	3	....	7	....	3	4	2	33	33	...	...	..	..	....	....	..	..	6	..	..	..	6	..	..	..	39	33
24	28	16	2	2	....	2	....	....	....	3	..	1	30	24	...	...	..	..	....	....	..	..	5	..	..	2	5	2	4	..	39	26
25	27	25	2	..	1	....	....	....	....	..	1	1	31	26	...	...	1	..	....	....	..	..	..	..	..	1	1	1	..	..	32	27
26	28	3	..	4	....	2	....	17	....	2	..	..	28	28	...	...	..	1	....	....	..	..	3	..	..	1	3	2	1	..	32	30
27	28	18	3	2	....	....	1	5	....	3	3	2	35	30	...	...	1	..	....	....	..	..	4	..	..	..	5	..	2	..	42	30
28	27	11	2	1	....	4	....	7	....	8	2	1	31	32	...	...	1	..	....	....	..	..	6	1	..	..	7	1	3	..	41	33
29	30	16	1	6	1	4	....	5	....	8	1	1	33	40	...	...	1	..	....	....	..	..	5	..	..	1	5	1	4	..	42	41
30	29	10	10	9	....	....	....	12	....	..	1	1	40	32	...	...	..	..	....	....	..	..	5	..	..	..	5	..	..	..	45	32
31	28	8	2	5	1	10	....	17	....	2	4	2	35	44	...	...	2	2	....	....	..	..	3	..	..	1	5	3	5	..	45	47
	280	133	22	37	4	27	1	83	..	31	16	13	323	324	...	...	5	3	....	....	..	..	39	1	..	6	44	10	28	..	395	334
Tl.	673	606	35	123	9	104	9	181	1	140	49	36	776	1190	...	...	12	5	2	1	1	..	110	6	5	9	130	21	68	8	974	1219

2792

Tl.	673	606	35	123	9	104	9	181	1	140	49	36	776	1190	...	...	12	5	2	1	1	..	110	6	5	9	130	21	68	8	974	1219							

FREIGHT LOADS—APRIL, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—																							
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total								
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W							
1	29	12	...	2	1	....	...	....	...	....	1	1	31	15	...	...	...	..	....	....	..	..	..	....	....	1	...	1	..	..	31	16							
2	30	13	...	1	....	3	...	....	...	4	7	2	37	23	...	...	...	..	....	....	..	..	12	....	....	1	12	1	3	..	52	24							
3	22	23	1	..	....	3	...	....	...	3	1	..	24	29	...	...	...	..	....	....	..	..	3	....	....	..	3	...	2	1	29	30							
4	29	11	1	7	....	3	...	....	...	4	13	1	43	26	...	...	1	1	....	....	..	..	5	....	....	..	6	1	2	1	51	28							
5	29	9	1	4	1	5	...	....	...	2	5	1	36	21	...	...	...	..	1	....	..	..	5	....	....	1	6	1	3	..	45	22							
6	28	16	...	5	....	11	1	....	...	2	..	1	29	35	...	...	1	..	....	....	..	..	2	....	....	1	3	1	3	1	35	37							
7	41	9	...	2	....	4	...	1	...	3	4	1	45	20	...	...	...	..	....	....	..	..	6	2	....	..	6	2	3	1	54	23							
	208	93	3	21	2	29	1	1	...	18	31	7	245	169	...	...	2	1	1	....	..	..	33	2	..	4	36	7	16	4	297	180							
8	29	20	...	2	....	5	...	....	...	..	1	1	30	28	...	...	...	..	....	1	..	..	..	....	....	1	...	2	..	..	30	30							
9	30	11	...	..	....	9	...	6	...	3	1	..	31	29	...	...	...	..	....	2	..	..	6	....	....	..	6	2	1	..	38	31							
10	28	12	2	2	....	1	...	....	...	2	3	1	33	18	...	...	...	..	....	....	..	..	..	1	..	1	...	2	3	1	36	21							
11	85	4	...	8	1	....	...	....	...	3	4	1	93	16	...	...	...	..	....	2	..	..	13	....	....	1	13	3	5	1	111	20							
12	29	16	1	10	....	3	...	....	...	2	1	1	31	32	...	...	...	..	....	....	..	..	7	....	1	..	8	...	1	..	40	32							
13	57	16	...	6	1	2	...	....	...	6	2	1	60	31	...	...	...	..	....	1	..	..	..	1	..	1	...	3	..	..	60	40							
14	114	9	...	3	....	....	...	....	...	4	..	1	114	17	...	...	7	1	4	....	1	..	11	....	....	..	23	1	3	..	140	18							
	372	88	3	31	2	20	...	6	...	20	12	6	392	171	...	...	7	1	4	6	1	..	37	2	1	3	50	13	13	2	455	186							
15	85	13	...	4	....	2	...	....	...	..	..	1	85	20	...	...	...	..	....	....	..	..	..	....	....	1	...	1	..	..	85	21							
16	57	11	...	2	....	....	...	1	...	3	2	..	59	17	...	...	...	..	....	1	..	..	8	2	....	..	8	3	1	..	68	20							
17	56	22	...	3	2	1	...	....	...	2	4	1	62	29	...	...	...	..	....	1	..	..	7	....	....	..	7	1	3	..	72	30							
18	140	7	...	6	....	1	...	....	...	3	1	1	141	18	...	...	...	..	....	....	..	..	5	....	....	1	5	1	3	..	149	19							
19	27	25	1	4	....	1	...	....	...	3	1	1	29	34	...	...	1	..	....	....	..	..	6	....	....	..	7	....	....	..	36	34							
20	28	5	...	4	....	....	...	....	...	3	1	1	29	13	...	...	...	..	....	2	..	..	..	....	....	1	...	3	3	..	32	16							
21	28	19	...	2	....	....	...	....	...	2	5	1	33	24	...	...	...	1	....	1	..	..	6	....	....	1	6	3	2	..	41	27							
	421	102	1	25	2	5	...	1	...	16	14	6	438	155	...	...	1	1	....	5	..	..	32	2	..	4	33	12	12	..	483	167							
22	29	16	...	14	....	....	...	....	...	..	..	1	29	31	...	...	...	..	....	1	..	..	..	....	....	..	..	1	..	..	29	32							
23	29	5	2	2	....	....	...	....	...	9	..	..	31	16	...	...	1	..	....	2	..	..	6	....	....	..	7	2	..	..	38	18							
24	24	11	1	8	....	1	...	....	...	3	4	1	29	24	...	...	...	..	....	....	..	..	4	....	....	..	4	....	....	..	33	24							
25	25	7	2	6	....	....	...	....	...	2	..	1	27	16	...	...	...	2	....	2	..	..	4	....	1	..	7	2	6	..	40	18							
26	9	5	...	4	....	....	...	....	...	3	..	1	9	13	...	...	...	..	....	2	..	..	6	....	....	..	6	2	3	1	18	16							
27	19	13	...	4	1	2	...	....	...	4	..	1	20	24	...	...	...	..	....	2	..	..	2	....	....	..	2	2	..	..	22	26							
28	25	4	...	4	....	1	...	....	...	4	1	1	26	14	...	...	...	1	....	....	..	1	6	1	....	..	6	4	6	..	38	18							
29	24	13	...	1	....	....	...	....	...	..	..	1	24	15	...	...	...	..	....	....	..	..	....	....	....	..	..	..	..	..	24	15							
30	8	16	...	9	....	....	...	....	...	3	4	..	12	28	...	...	...	..	....	4	..	..	4	1	....	..	4	5	2	..	18	33							
	192	90	5	52	1	4	...	...	...	28	9	7	207	181	...	...	1	3	....	13	..	1	32	2	1	..	36	18	17	1	260	200							
Tl.	1193	373	12	129	7	58	1	8	...	82	66	26	1282	676	...	...	11	6	....	24	1	1	134	8	2	11	155	50	58	7	1495	733							

FREIGHT LOADS—MAY, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—															
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	12	14	...	3	1	....	...	...	...	2	1	..	14	19	...	...	1	..	....	2	..	..	..	..	2	3	2	1	1	18	22
2	9	25	...	2	....	....	...	...	...	1	1	1	10	29	...	...	..	..	....	4	..	..	6	...	..	..	6	4	..	1	16	34
3	17	18	...	2	2	....	...	1	...	3	..	1	19	25	...	...	..	1	....	....	..	..	6	1	..	..	6	2	3	..	28	27
4	25	17	...	2	....	1	...	...	...	2	..	1	25	23	...	...	..	..	....	4	..	..	7	..	..	..	7	4	..	1	32	28
5	27	7	1	4	2	....	...	3	...	..	..	1	30	15	...	...	..	..	....	2	..	..	5	2	..	..	5	4	1	..	36	19
6	26	25	...	..	....	....	...	..	...	..	..	1	26	26	...	...	..	..	....	..	..	..	..	..	..	..	..	..	..	..	26	26
7	17	24	...	1	....	....	...	1	...	1	2	..	19	27	...	...	..	1	....	3	..	..	5	2	1	..	7	5	..	..	26	32
	133	130	1	14	5	1	...	5	...	9	4	5	143	164	...	...	2	1	....	15	..	..	29	5	3	..	34	21	5	3	182	188
8	12	24	1	1	....	....	...	...	...	3	1	1	14	29	...	...	..	..	....	3	..	1	7	2	..	..	7	6	1	..	22	35
9	19	55	1	6	....	....	...	...	...	2	..	1	20	64	...	...	..	..	....	1	..	..	5	1	..	..	5	2	2	..	27	66
10	16	19	...	3	....	....	...	...	...	2	3	1	19	25	...	...	..	..	....	3	1	2	4	..	..	..	5	5	2	..	26	30
11	13	28	...	3	1	....	...	...	...	3	1	1	15	35	...	...	1	..	1	....	1	..	6	..	..	..	9	..	1	1	25	36
12	28	27	..	6	....	1	...	...	...	4	1	1	29	39	...	...	..	..	....	1	..	2	5	..	1	..	6	3	5	..	40	42
13	15	55	...	..	....	....	...	...	...	..	..	1	15	56	...	...	..	..	....	..	..	..	..	..	..	..	..	..	..	..	15	56
14	27	27	1	7	....	1	...	...	...	..	2	..	30	35	...	...	..	..	1	5	..	2	2	1	2	..	5	8	1	..	36	43
	130	235	3	26	1	2	...	...	...	14	8	6	142	283	...	...	1	..	2	13	2	7	29	4	3	..	37	24	12	1	191	308
15	23	48	...	5	....	....	...	...	...	2	8	2	31	57	...	...	..	..	....	3	1	2	7	..	..	..	8	5	3	..	42	62
16	19	26	3	4	1	2	...	...	...	2	5	..	28	34	...	...	..	..	....	5	..	2	5	1	..	..	5	8	..	..	33	42
17	11	25	...	6	....	....	...	...	...	5	..	1	11	37	...	...	1	..	....	1	..	..	4	..	..	..	5	1	3	..	19	38
18	23	25	..	1	....	1	...	...	...	3	1	1	24	31	...	...	..	1	1	....	..	1	6	1	..	..	7	3	..	1	31	35
19	10	20	...	3	....	....	...	...	...	..	..	1	10	24	...	...	..	..	....	1	2	3	5	..	..	..	7	4	2	..	19	28
20	22	13	...	..	....	1	...	...	...	..	..	1	22	15	...	...	..	..	....	4	..	..	..	..	..	..	..	4	..	..	22	19
21	17	27	...	1	....	....	...	...	...	6	3	..	20	34	...	...	..	..	....	3	..	2	4	..	3	..	7	5	4	..	31	39
	125	184	3	20	1	4	...	...	...	18	17	6	146	232	...	...	1	1	1	17	3	10	31	2	3	..	39	30	12	1	197	263
22	28	24	...	2	....	....	...	...	...	2	6	..	34	28	...	...	1	..	....	..	..	..	6	..	..	..	7	..	..	..	41	28
23	15	27	1	2	....	....	...	...	...	6	2	1	18	36	...	...	..	..	....	5	..	3	3	1	..	..	3	9	1	..	22	45
24	10	28	..	1	....	....	...	...	...	3	..	1	10	33	...	...	..	..	....	..	..	1	5	..	6	..	11	1	1	1	22	35
25	11	19	1	1	....	..	...	1	..	2	10	..	22	23	...	...	1	1	....	1	1	2	4	..	..	..	6	4	3	..	31	27
26	24	20	...	..	....	1	...	...	1	3	1	1	26	25	...	...	..	..	....	3	..	..	6	3	2	..	8	6	2	..	36	31
27	26	25	...	..	....	....	...	...	...	..	..	1	26	26	...	...	..	..	....	..	..	..	..	..	..	..	..	..	..	..	26	26
28	18	21	1	6	....	11	...	...	...	6	3	..	22	44	...	...	1	..	....	2	1	1	5	..	..	1	7	4	2	..	31	48
29	17	43	1	..	1	....	...	...	...	1	5	..	24	44	...	...	..	..	....	1	..	..	5	..	1	..	6	1	1	..	31	45
30	15	18	..	4	....	1	...	...	...	..	2	..	17	23	...	...	..	1	....	3	..	..	..	..	..	..	..	4	..	..	17	27
31	9	18	...	..	....	1	...	...	...	4	1	..	11	23	...	...	..	..	....	3	..	..	6	..	..	..	6	3	2	..	18	26
	173	243	4	16	1	14	...	1	1	27	30	4	209	305	...	...	3	2	....	18	2	7	40	4	9	1	54	32	12	1	275	338
Tl.	561	792	11	76	8	21	...	6	1	68	59	21	640	984	...	...	7	4	3	63	7	24	129	15	18	1	164	107	41	6	845	1097

FREIGHT LOADS—JUNE, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. Ry. Co. Interchange with—															
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total				C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W			E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	14	27	2	2	....	5	....	....	....	4	5	1	21	39			....	....	....	....	....	1	....	....	....	....	....	....	1	2	1	23	41	
2	14	29	....	2	....	7	....	....	....	3	1	1	15	42			....	....	....	....	1	4	....	....	2	....	....	....	3	4	2	..	20	46	
3	24	28	....	....	....	....	....	....	....	....	....	1	24	29			....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	24	29	
4	18	28	....	....	....	3	....	....	....	3	10	..	28	34			....	2	1	....	....	....	....	....	8	1	....	....	10	2	....	..	38	36	
5	18	26	....	....	....	....	....	....	....	2	2	2	20	30			....	....	....	....	....	2	....	....	3	....	....	....	3	2	1	..	24	32	
6	30	18	....	1	....	1	....	....	....	3	4	1	34	24			....	....	....	....	2	....	....	....	....	....	....	....	2	....	1	1	37	25	
7	23	18	....	....	....	1	....	....	....	5	..	1	23	25			....	....	....	....	....	1	....	....	....	....	....	....	....	1	....	....	23	26	
	141	174	2	5	....	17	....	....	....	20	22	7	165	223			....	....	2	1	3	8	..	..	13	1	..	..	18	10	6	2	189	235	
8	15	16	....	7	....	....	....	....	....	5	1	1	16	29			....	....	1	..	1	1	..	..	4	2	..	..	6	3	1	..	23	32	
9	27	7	....	4	....	....	....	....	....	3	3	..	30	14			....	....	..	..	4	1	..	..	9	....	..	..	13	1	1	..	44	15	
10	28	9	....	....	....	....	....	....	....	..	..	1	28	10			....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	28	10	
11	27	11	....	8	....	....	....	....	....	3	2	..	29	22			....	....	....	....	....	....	....	....	2	1	....	....	2	1	3	1	34	24	
12	28	10	....	2	....	....	....	....	....	6	5	1	33	19			....	....	....	....	....	5	....	....	....	....	....	....	....	5	2	..	35	24	
13	26	10	....	1	1	2	....	....	....	3	3	1	30	17			....	....	..	1	1	5	..	..	6	1	..	..	7	7	1	..	38	24	
14	28	5	....	3	....	2	....	....	....	3	2	..	30	13			....	....	2	..	3	2	..	9	3	....	....	....	8	11	....	....	38	24	
	179	68	....	25	1	4	....	....	....	23	16	4	196	124			....	....	3	1	9	14	..	9	24	4	..	..	36	28	8	1	240	153	
15	30	12	....	1	....	....	....	....	....	1	7	..	37	14			....	....	....	....	....	....	1	..	6	....	....	....	7	....	..	1	44	15	
16	29	19	....	2	....	....	....	....	....	2	3	1	32	24			....	1	....	....	....	1	....	..	2	1	....	....	3	2	2	..	37	26	
17	29	23	....	....	....	....	....	....	....	..	4	1	33	24			....	....	....	....	1	....	1	..	....	....	....	....	2	....	....	....	35	24	
18	29	10	....	4	....	....	....	....	....	6	3	..	32	20			....	....	....	....	2	5	..	1	2	1	....	....	4	7	1	2	37	29	
19	30	15	....	1	....	1	....	....	....	2	3	..	33	19			....	....	....	....	2	3	..	2	1	....	....	....	3	5	3	..	39	24	
20	30	13	..	3	....	....	....	....	....	6	3	1	33	23			....	....	....	....	....	2	1	....	....	....	....	....	1	2	..	..	34	25	
21	29	11	1	3	....	....	....	....	....	2	1	1	31	17			....	....	....	....	....	....	....	1	....	....	....	....	....	1	2	..	33	18	
	206	103	1	14	....	1	..	....	....	19	24	4	231	141			....	....	1	..	5	11	3	4	11	2	..	..	20	17	8	3	259	161	
22	29	9	1	5	....	8	....	....	....	7	3	1	33	30			....	....	1	..	2	2	..	..	2	....	....	....	5	2	1	1	39	33	
23	30	10	1	4	....	5	....	....	....	1	5	1	36	21			....	....	....	....	1	....	....	....	....	....	....	....	1	....	....	....	37	21	
24	30	10	3	....	....	....	....	....	....	....	..	1	33	11			....	....	....	....	1	....	3	..	3	....	....	....	7	....	....	....	40	11	
25	29	14	....	11	....	....	....	....	....	3	..	..	29	28			....	....	....	....	....	....	....	..	1	....	6	..	7	....	....	....	36	28	
26	30	13	....	1	....	....	....	....	1	6	2	1	33	21			....	....	....	....	....	....	....	..	....	1	....	....	....	1	....	....	33	22	
27	30	17	....	2	....	1	....	....	....	2	3	1	33	23			....	....	....	....	....	1	....	..	4	....	2	..	6	1	3	1	42	25	
28	30	14	....	4	1	1	....	....	....	1	1	1	32	21			....	....	..	1	1	1	....	..	3	....	....	..	4	2	1	..	37	23	
29	30	13	2	1	....	2	....	1	....	6	..	1	32	24			....	....	....	....	....	3	....	..	2	....	1	..	3	3	....	....	35	27	
30	28	25	....	4	....	....	....	....	....	3	1	1	29	33			....	....	....	....	....	1	....	..	5	5	..	..	5	6	1	1	35	40	
	266	125	7	32	1	17	....	1	1	29	15	8	290	212			....	....	1	1	5	9	3	..	20	5	9	..	38	15	6	3	334	230	
Tl.	792	470	10	76	2	39	....	1	1	91	77	23	862	700			....	....	7	3	22	42	6	13	68	12	9	..	112	70	28	9	1022	779	

FREIGHT LOADS—JULY, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—															
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A		I. T.		Local		Total		Local		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	30	7	...	...	....	....	...	...	...	...	1	30	8		...	...	...	...	....	....	...	...	..	...	...	...	...	...	..	30	8
2	21	18	12	5	....	1	...	...	...	4	1	..	34	28	...	...	...	...	....	1	...	...	2	...	...	...	2	1	..	2	36	31
3	28	20	1	3	....	7	...	...	...	1	2	..	31	31	...	...	...	...	....	1	...	...	2	1	...	...	2	2	1	1	34	34
4	30	17	...	...	....	....	...	...	...	..	1	1	31	18	...	...	...	...	....	....	...	...	..	..	...	...	..	..	..	..	31	18
5	27	21	...	...	....	2	...	...	...	2	4	..	31	25	...	...	...	...	....	1	...	...	3	...	...	...	3	1	2	..	36	26
6	29	20	...	1	....	1	...	...	...	4	2	1	31	27	...	...	...	...	....	1	...	...	1	...	...	...	1	1	..	..	32	28
7	30	13	...	1	1	1	1	...	1	1	2	1	35	17	...	...	...	...	....	....	...	...	1	3	...	...	1	3	4	..	40	20
	195	116	13	10	1	12	1	...	1	12	12	4	223	154	...	...	...	...	....	4	...	...	9	4	..	..	8	8	7	3	239	165
8	29	18	...	...	....	....	...	...	...	..	..	1	29	19																	29	19
9	30	15	...	1	....	3	...	...	...	2	1	..	31	21	...	...	...	...	....	3	...	...	3	...	...	...	3	3	1	1	35	25
10	30	22	...	2	3	1	...	...	...	6	2	1	35	32	...	...	...	...	....	1	...	...	3	1	...	...	3	2	5	..	43	34
11	30	28	3	...	2	....	...	...	...	2	3	1	38	31	...	...	...	...	....	....	...	...	1	1	...	...	1	1	..	1	39	33
12	59	12	...	...	....	....	...	...	...	2	3	1	62	15	...	...	...	...	....	....	...	...	..	..	...	...	..	..	2	..	64	15
13	30	27	2	...	....	2	...	...	...	2	2	1	34	32	...	...	...	1	....	....	...	...	7	...	4	..	11	1	4	..	49	33
14	28	17	...	3	....	....	...	...	...	1	3	1	31	22	...	...	...	...	....	....	...	...	..	..	1	..	1	..	1	..	33	22
	236	139	5	6	5	6	...	...	...	15	14	6	260	172	...	...	...	1	....	4	..	..	14	2	5	..	19	7	13	2	292	181
15	28	27	...	...	....	1	...	...	...	..	7	1	35	29	...	...	...	...	....	....	...	...	..	..	...	...	..	..	1	..	36	29
16	20	51	...	2	....	....	...	...	...	2	1	..	21	55	...	...	...	...	....	1	...	...	1	...	...	...	1	1	5	..	27	56
17	7	19	2	1	....	....	...	...	...	3	8	1	17	24	...	...	...	...	....	2	...	...	2	...	...	...	2	2	3	..	22	26
18	17	17	...	...	1	1	...	...	...	1	5	1	23	20	...	...	...	...	....	....	...	...	..	..	...	...	..	..	..	..	23	20
19	29	57	...	2	1	....	...	...	...	3	7	1	37	63	...	...	...	...	....	2	...	...	..	..	...	...	..	..	2	..	37	65
20	26	22	...	1	1	....	...	...	...	1	2	1	29	25	...	...	...	...	....	4	...	...	1	...	...	...	1	4	3	..	33	29
21	20	28	...	3	....	....	...	...	...	1	..	1	20	33	...	...	...	...	....	1	...	...	1	1	...	...	1	2	2	..	23	35
	147	221	2	9	3	2	...	...	...	11	30	6	182	249	...	...	...	...	....	10	...	...	5	1	...	...	5	11	14	..	201	260
22	29	28	...	...	....	....	...	...	...	..	..	1	29	29	...	...	...	...	....	..	1	..	..	..	...	...	1	..	..	..	30	29
23	28	54	...	11	....	....	...	...	...	..	2	..	30	65	...	...	...	...	....	2	...	...	..	..	...	...	..	2	1	..	31	67
24	23	28	1	1	1	1	...	...	...	1	6	1	31	32	...	...	...	...	....	....	...	...	..	..	...	...	..	..	..	..	31	32
25	30	25	...	...	....	2	...	...	...	1	2	1	32	29	...	...	1	...	....	1	...	...	2	...	...	...	3	1	...	..	35	30
26	25	28	...	1	1	1	...	...	...	1	..	1	26	32	...	...	...	1	....	....	...	...	..	..	1	...	..	2	..	..	26	34
27	30	55	...	...	2	2	...	...	...	3	4	1	36	61	...	...	...	...	....	1	...	...	..	..	...	...	..	1	7	..	43	62
28	29	27	1	1	....	1	...	...	...	2	5	1	35	32	...	...	...	1	....	1	...	...	..	..	...	...	..	2	..	..	35	34
29	30	28	...	...	2	....	...	...	...	..	2	1	34	29	...	...	...	...	....	1	3	...	..	..	...	...	3	1	2	..	39	30
30	29	25	...	...	....	....	...	...	...	..	..	..	29	25	...	...	...	...	1	4	..	1	4	1	...	...	5	6	3	..	37	31
31	28	12	4	15	....	3	...	...	...	1	6	1	38	32	...	...	...	...	1	2	...	...	3	2	2	..	5	5	1	..	44	37
	281	310	6	29	6	10	...	...	...	9	27	8	320	366	...	...	1	3	1	12	4	1	9	4	2	..	17	20	14	..	351	386
Tl.	859	786	26	54	15	30	1	...	1	47	83	24	985	941	...	...	1	7	1	30	4	1	37	11	7	..	49	46	48	5	1083	992

FREIGHT LOADS—AUGUST, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—														
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	30	14	1	4	....	2	...	...	...	...	10	1	41	21	...	...	1	..	....	4	..	..	3	...	..	..	4	4	3	..	48	25
2	29	24	1	3	....	8	1	...	...	3	2	..	33	38	...	...	...	..	....	...	..	..	3	1	..	..	3	1	4	..	40	39
3	29	22	3	6	....	8	...	...	2	3	3	1	37	40	...	...	...	..	....	...	..	..	...	...	..	..	...	...	1	..	38	40
4	30	22	...	...	....	...	...	...	...	3	1	1	31	26	...	...	...	..	....	1	..	..	...	...	..	..	...	...	1	11	42	27
5	57	21	...	...	....	...	...	...	...	...	...	1	57	22	...	...	...	..	....	...	..	..	...	...	..	..	...	...	...	..	57	22
6	25	31	1	3	....	...	...	...	...	3	1	..	27	37	...	...	2	..	1	1	1	..	6	...	..	..	10	1	11	..	48	38
7	27	19	1	1	....	1	...	...	...	3	9	1	37	25	...	...	..	1	1	1	..	..	...	4	..	..	1	6	6	..	44	31
	227	153	7	17	....	19	1	...	2	15	26	5	263	209	...	...	3	1	2	7	1	..	12	5	..	..	18	13	36	..	317	222
8	21	22	...	1	....	1	...	...	...	2	1	1	22	27	...	...	1	..	....	1	..	..	...	...	..	..	1	1	10	..	33	28
9	22	21	2	2	....	2	...	...	...	2	1	1	25	28	...	...	...	..	....	...	3	..	...	...	..	..	3	...	3	..	31	28
10	16	22	1	3	....	1	...	...	...	5	..	1	17	32	...	...	...	..	....	1	..	..	5	...	..	..	5	1	4	..	26	33
11	26	21	2	12	1	....	...	...	...	3	3	2	32	37	...	...	...	..	....	1	..	..	2	...	..	..	2	1	..	1	34	39
12	30	28	...	...	....	...	...	...	...	...	...	1	30	29	...	...	...	..	....	1	..	..	...	...	..	..	...	1	..	..	30	30
13	17	23	...	2	....	2	...	...	...	...	4	..	21	27	...	...	1	..	....	1	2	..	2	1	4	..	9	2	3	..	33	29
14	20	27	1	2	....	11	...	...	...	1	3	1	24	42	...	...	1	..	....	1	..	..	2	...	..	..	3	1	2	..	29	43
	152	164	6	22	1	17	...	...	...	13	12	7	171	222	...	...	3	..	....	6	5	..	11	1	4	..	23	7	22	1	216	239
15	15	23	2	3	....	3	...	...	...	1	..	1	17	31	...	...	...	..	....	...	..	..	...	...	1	...	1	2	..	..	19	32
16	23	26	1	12	4	....	...	...	...	2	..	1	28	41	...	...	...	..	....	...	..	..	...	...	1	...	1	3	..	..	31	42
17	9	23	1	6	....	....	...	...	...	4	1	1	11	34	...	...	2	..	....	...	..	..	5	...	..	..	7	...	1	..	19	34
18	14	18	1	...	1	2	...	...	...	1	8	1	24	22	...	...	...	..	....	...	..	..	...	...	2	..	2	...	4	..	30	22
19	13	28	...	...	1	1	...	...	...	...	...	1	14	30	...	...	...	..	....	1	..	..	...	...	..	..	...	1	1	..	15	31
20	16	17	...	3	....	....	...	...	...	4	1	..	17	24	...	...	1	..	....	1	..	..	7	1	..	..	8	2	..	..	25	26
21	12	14	1	1	1	1	...	...	...	2	2	1	16	19	...	...	...	..	....	...	..	..	...	...	..	..	...	...	3	..	19	19
	102	149	6	25	7	7	...	...	...	14	12	6	127	201	...	...	3	..	....	2	..	..	12	1	2	2	17	5	14	..	158	206
22	20	22	2	2	1	....	...	2	...	1	..	1	23	28	...	...	...	..	....	...	..	..	4	1	..	..	4	1	..	..	27	29
23	14	22	1	4	....	....	...	...	...	3	..	1	15	30	...	...	...	1	....	1	..	..	...	...	..	..	...	2	..	..	15	32
24	22	25	2	2	....	7	...	...	...	3	..	1	24	38	...	...	4	..	....	2	..	..	...	...	..	..	4	2	..	..	28	40
25	16	17	3	...	....	11	...	...	...	1	1	..	20	29	...	...	...	..	....	1	..	..	...	1	..	1	...	3	..	..	20	32
26	27	17	...	...	....	...	...	...	...	...	...	1	27	18	...	...	...	..	....	1	..	..	...	...	..	1	...	...	..	2	27	20
27	22	18	...	1	....	5	...	...	...	3	1	..	23	28	...	...	1	1	....	1	..	..	7	2	..	..	8	4	9	..	40	32
28	29	21	3	4	....	4	...	...	...	2	..	1	32	32	...	...	...	..	....	...	..	..	...	1	..	..	...	1	..	..	32	33
29	30	13	...	5	....	4	...	...	...	2	1	1	31	25	...	...	...	..	....	1	..	..	...	1	..	..	...	2	..	..	31	27
30	20	15	1	4	1	5	...	...	...	4	..	1	22	29	...	...	...	..	....	...	..	..	...	...	..	..	...	...	..	..	22	29
31	30	28	1	4	....	8	...	...	...	2	..	1	31	43	...	...	...	..	....	4	..	..	...	...	..	..	...	4	1	..	32	47
	230	198	13	26	2	44	...	2	...	21	3	8	248	300	...	...	5	2	....	11	..	..	11	6	..	2	16	19	10	2	274	321
Tl.	711	664	32	90	10	87	1	2	2	63	53	26	809	932	...	...	14	3	2	26	6	..	46	13	6	4	74	44	82	3	965	979	1934 cars

2797

FREIGHT LOADS—SEPTEMBER, 1900.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. Ry. Co. Interchange with—													
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	23	28	3	3	2	1	...	...	...	...	1	1	29	33	...	...	3	1	...	...	...	...	...	1	...	..	3	2	..	..	32	35
2	17	13	2	...	....	3	...	...	...	...	..	1	19	17	...	...	...	...	...	...	...	...	...	...	..	...	...	..	..	19	17
3	14	14	6	10	....	3	...	...	...	2	..	..	20	29	...	...	...	...	...	...	...	...	3	...	..	..	3	4	..	..	24	32
4	28	13	1	12	....	1	...	...	...	1	4	..	33	27	...	...	...	...	2	..	1	..	...	...	..	..	3	2	..	..	35	30
5	17	28	2	1	....	...	...	...	...	3	3	2	22	34	...	...	1	1	...	...	...	...	...	...	..	..	1	1	3	..	26	35
6	25	26	...	13	....	1	...	...	...	6	4	1	29	47	...	...	1	..	....	1	...	..	1	..	1	..	3	1	..	..	32	48
7	24	27	..	4	....	4	...	...	...	4	2	1	26	40	...	...	...	...	....	1	...	..	3	..	..	..	4	2	..	..	28	44
	148	149	14	43	2	13	...	...	...	16	14	6	178	227	...	...	5	2	....	4	..	1	1	7	1	..	7	14	11	..	196	241
8	9	21	1	8	....	1	...	...	...	2	2	2	12	34	...	...	...	...	....	...	...	...	...	...	..	..	...	...	..	..	12	34
9	29	28	...	1	....	2	...	...	...	...	..	..	29	31	...	...	...	...	....	...	...	...	...	...	..	..	...	...	..	..	29	31
10	26	22	...	7	....	1	...	...	...	4	6	..	32	34	...	...	...	...	....	1	...	...	1	...	..	..	2	...	..	..	32	36
11	30	10	...	5	....	3	...	...	...	3	8	..	38	21	...	...	...	...	....	...	...	...	...	1	..	1	...	2	..	..	41	21
12	28	25	1	2	....	6	...	1	...	4	4	..	33	38	...	...	...	...	....	2	..	2	...	10	..	10	4	...	..	..	43	42
13	16	18	...	16	1	5	...	...	...	1	3	..	20	40	...	...	...	...	....	...	...	...	...	4	..	4	...	2	..	..	26	40
14	28	21	...	6	....	4	...	...	...	2	2	..	30	33	...	...	...	1	....	1	...	...	...	...	..	..	2	2	1	..	32	36
	166	145	2	45	1	22	...	1	...	16	25	2	194	231	...	...	..	1	....	4	..	2	...	1	15	..	15	8	6	1	215	240
15	29	10	...	6	....	4	...	...	...	3	2	..	21	23	...	...	...	...	....	3	..	1	1	1	1	..	2	5	..	..	33	28
16	25	19	...	1	1	3	...	...	...	...	2	..	28	23	...	...	...	...	....	2	..	...	...	...	..	..	...	2	1	..	29	25
17	30	27	...	5	....	6	...	...	...	...	8	..	30	46	...	...	...	...	....	2	..	...	...	1	2	..	2	3	..	..	32	49
18	29	18	...	4	....	...	...	...	...	9	3	..	32	31	...	...	...	...	....	...	..	1	...	1	..	..	...	2	1	..	33	33
19	19	13	1	8	....	1	...	...	...	5	3	..	23	27	...	...	...	1	....	...	..	...	...	...	7	..	7	1	2	..	32	28
20	13	24	...	2	1	9	...	1	...	5	...	..	14	41	...	...	...	...	....	3	..	...	...	...	..	..	...	3	..	..	14	44
21	4	17	...	3	1	2	...	...	...	4	5	..	10	26	...	...	...	1	....	...	..	...	...	...	..	..	...	1	..	..	10	27
	149	128	1	29	3	25	...	1	...	26	23	..	168	217	...	...	..	2	....	10	..	2	1	3	10	..	11	17	4	..	183	234
22	21	27	...	4	....	7	...	...	...	3	5	..	26	41	...	...	..	1	....	1	..	1	...	...	1	..	1	3	1	..	28	44
23	30	17	...	1	....	...	...	...	...	...	...	..	30	18	...	...	...	...	....	...	...	...	...	...	..	..	...	...	..	..	30	18
24	30	21	1	...	....	5	...	...	...	5	...	..	31	31	...	...	...	...	....	2	..	...	...	1	2	..	2	3	..	..	33	34
25	29	16	2	11	....	2	...	...	...	2	4	1	35	32	...	...	..	2	....	...	..	...	...	...	..	..	2	...	..	..	37	32
26	30	16	2	4	....	1	...	...	...	7	3	..	39	24	...	...	..	1	....	1	..	...	...	1	..	..	...	3	..	..	39	27
27	27	26	4	4	1	6	...	...	...	7	4	..	36	43	...	...	2	...	....	...	..	...	...	1	..	..	2	1	..	..	38	44
28	23	10	6	1	1	4	...	...	...	5	1	..	31	20	...	...	3	1	1	....	..	...	2	...	..	..	6	1	..	..	37	21
29	25	27	1	7	....	7	...	...	...	3	1	..	27	44	...	...	..	1	....	...	..	...	...	1	..	..	...	2	..	..	27	46
30	27	21	...	1	1	....	...	...	...	...	...	..	28	22	...	...	...	...	3	...	..	...	...	...	..	..	3	...	..	..	31	22
	242	181	16	33	3	32	...	...	...	32	18	1	283	275	...	...	5	6	4	4	..	1	2	4	3	..	16	13	1	..	300	288
Tl.	705	603	33	150	9	92	...	2	...	90	80	9	823	950	...	...	10	11	4	22	..	6	4	15	29	..	49	52	22	1	894	1003

FREIGHT LOADS—OCTOBER, 1900.

St. L. K. & N. W. R. R. Co. Interchange with—

	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	29	14	...	1	....	3	...	...	...	3	1	..	30	21
2	28	28	3	8	1	9	...	...	...	2	6	..	38	47
3	30	28	...	1	1	7	...	...	...	5	1	..	32	41
4	21	22	...	4	....	3	...	...	...	2	..	..	21	31
5	18	33	1	7	2	7	...	...	...	6	2	..	23	53
6	22	27	4	4	....	6	...	...	...	6	2	..	28	43
7	30	30	...	1	....	5	...	...	...	...	1	..	31	36
	178	182	8	26	4	40	...	...	...	24	13	..	203	272
8	58	28	1	3	....	4	...	...	...	...	..	..	59	35
9	29	26	2	4	....	5	...	...	...	11	4	..	35	46
10	24	35	3	5	1	1	...	...	...	9	1	..	29	50
11	30	22	2	1	1	6	...	...	...	3	..	..	33	32
12	30	19	...	...	....	3	...	...	...	9	1	..	31	31
13	29	10	...	13	1	....	1	...	...	3	..	..	31	26
14	30	13	2	1	....	...	...	...	...	...	2	..	34	14
	230	153	10	27	3	19	1	...	...	35	8	..	252	234
15	29	28	...	9	....	...	...	...	...	5	..	..	29	42
16	29	22	3	10	1	5	...	...	...	9	1	..	34	46
17	30	28	2	1	1	6	...	...	...	10	1	..	34	45
18	30	26	1	6	1	5	...	1	...	3	..	7	32	48
19	59	19	4	1	1	6	...	...	...	2	..	..	64	28
20	...	34	...	7	....	2	...	...	1	7	3	1	4	51
21	25	26	...	1	1	9	...	...	...	...	..	6	26	42
	202	183	10	35	5	33	...	1	1	36	5	14	223	302
22	30	22	1	10	....	6	...	4	...	3	..	4	31	49
23	20	23	1	12	....	1	...	...	...	6	..	1	21	43
24	13	27	2	3	....	7	...	8	...	7	1	10	16	62
25	19	28	1	4	1	8	...	...	...	7	2	1	23	48
26	11	16	3	2	1	2	...	7	...	6	3	3	18	36
27	17	16	1	11	....	4	...	...	...	5	2	..	20	36
28	27	22	...	1	1	3	...	...	...	...	2	..	30	26
29	14	23	...	4	....	1	...	3	...	2	..	..	14	33
30	7	28	...	2	....	1	...	...	1	4	1	..	9	35
31	11	27	1	3	....	2	...	...	...	4	3	..	15	36
	169	232	10	52	3	35	...	22	1	44	14	19	197	404
Tl.	779	750	38	140	15	127	1	23	2	139	40	33	875	1212

M. K. & T. Ry. Co. Interchange with—

	C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1	...	...	...	1	....	...	...	...	...	1	..	..	1	1	4	2	35	24
2	...	...	...	...	....	1	...	...	...	...	..	..	...	1	2	..	40	48
3	...	...	...	...	....	...	...	...	...	...	6	..	6	...	...	..	38	41
4	...	...	...	...	....	1	...	...	...	...	..	..	...	1	..	..	21	32
5	...	...	...	...	....	...	...	...	...	...	6	..	6	...	2	..	31	53
6	...	...	...	...	....	...	...	...	...	...	..	..	...	...	...	..	28	43
7	...	...	...	...	....	1	...	...	...	...	3	..	3	1	1	..	35	37
	...	...	...	1	....	3	...	...	...	...	15	..	16	4	9	2	228	278
8	...	...	...	1	....	1	...	...	...	...	..	..	2	2	2	..	63	37
9	...	...	...	...	....	1	...	...	...	...	5	..	5	1	2	..	42	47
10	...	...	...	...	....	5	...	...	...	...	..	..	5	...	2	..	36	50
11	...	...	...	...	....	...	...	...	...	...	4	..	...	4	3	..	36	36
12	...	...	...	...	....	...	...	...	...	...	3	..	3	...	...	..	34	31
13	...	...	...	1	....	...	...	...	...	...	1	..	2	1	...	..	33	27
14	...	...	...	...	....	...	...	...	...	...	2	..	2	...	2	..	38	14
	...	...	...	2	....	5	...	...	...	...	11	..	19	8	11	..	282	242
15	...	...	...	...	....	...	...	...	...	...	2	..	2	...	...	..	31	42
16	...	...	...	...	....	...	...	...	...	...	2	..	2	1	4	..	40	47
17	...	...	...	...	....	...	...	...	...	...	8	..	8	4	3	..	45	49
18	...	...	...	...	....	...	...	...	...	...	4	..	4	1	1	1	37	50
19	...	...	...	...	....	2	...	...	...	...	..	..	2	...	3	5	69	33
20	...	...	...	...	....	...	...	...	...	...	6	..	6	...	...	..	10	51
21	...	...	...	...	....	...	...	...	...	...	..	..	...	2	...	..	26	44
	...	...	...	...	....	2	...	...	...	...	22	..	24	8	11	6	258	319
22	...	...	...	...	....	...	...	...	...	...	8	..	8	...	...	..	39	49
23	...	...	...	...	....	...	...	...	...	...	1	..	...	1	...	..	21	44
24	...	...	...	...	....	...	...	...	...	...	3	..	4	...	...	..	20	62
25	...	...	...	...	....	...	...	...	...	...	3	..	3	1	...	..	26	49
26	...	...	...	...	....	...	...	...	...	...	..	..	...	2	...	..	20	36
27	...	...	...	...	....	...	...	...	...	...	..	..	1	6	...	..	26	37
28	...	...	...	...	....	...	...	...	...	...	4	..	4	1	2	..	36	27
29	...	...	...	...	....	...	...	...	...	...	7	..	7	1	1	..	22	34
30	...	...	...	...	....	...	...	...	...	...	2	..	2	...	2	..	13	35
31	...	...	...	...	....	...	...	...	...	...	5	..	5	...	...	..	20	36
	...	...	...	...	....	...	...	...	...	...	32	..	33	5	13	..	243	409
Tl.	2	5	7	15	..	..	3	5	80	..	92	25	44	8	1011	1245		

FREIGHT LOADS—NOVEMBER, 1900.

St. L. K. & N. W. R. R. Co. Interchange with—

	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	12	56	...	4	....	4	...	1	...	6	6	..	18	71	
2	17	28	...	5	....	12	...	...	...	3	5	..	22	48	
3	9	56	...	5	....	9	...	...	...	1	3	..	12	71	
4	10	27	4	1	....	4	...	...	...	...	1	..	15	32	
5	1	28	1	11	....	2	...	...	...	...	...	1	2	42	
6	11	28	1	3	....	4	...	...	2	4	4	1	18	40	
7	9	28	4	5	....	10	...	...	...	1	1	3	14	47	
	69	251	10	34	....	45	...	1	2	15	20	5	101	351	488
8	6	24	1	6	....	2	...	...	...	2	4	..	11	34	
9	10	26	2	5	....	1	...	...	...	7	...	..	12	39	
10	6	29	3	5	1	3	...	...	...	2	1	..	11	39	
11	17	20	...	1	....	5	...	...	...	...	...	..	17	26	
12	...	26	...	...	....	5	...	2	...	10	3	..	3	43	
13	8	27	6	8	....	5	...	...	...	2	...	..	14	42	
14	3	25	...	1	....	10	...	...	...	3	2	..	5	39	
	50	177	12	26	1	31	...	2	...	26	10	..	73	262	384
15	9	23	...	1	....	6	1	...	...	6	5	..	15	36	
16	10	28	1	2	....	7	...	...	...	8	2	..	13	45	
17	7	28	...	6	....	13	...	...	...	5	2	..	9	52	
18	10	28	...	1	....	6	...	...	...	...	...	..	10	35	
19	15	28	...	7	....	1	...	1	...	3	...	..	15	40	
20	1	29	2	4	....	4	...	...	...	9	4	..	7	46	
21	7	28	2	9	....	4	...	...	...	1	2	..	11	42	
	59	192	5	30	....	41	1	1	...	32	15	..	80	296	440
22	9	25	8	2	....	3	1	...	1	5	2	..	21	35	
23	7	28	2	2	....	9	1	...	...	3	3	..	13	42	
24	23	26	...	1	....	7	...	...	1	7	...	..	24	41	
25	19	14	...	1	....	...	...	...	...	...	3	..	22	15	
26	8	25	...	...	....	3	...	...	...	7	...	..	8	35	
27	15	28	2	1	....	3	...	...	...	...	3	..	20	32	
28	16	27	4	1	...	4	...	...	...	8	1	..	21	40	
29	8	27	11	1	2	2	...	...	...	...	1	..	21	31	
30	41	21	1	2	....	5	...	...	...	5	...	..	42	33	
	146	221	28	11	2	36	2	...	2	35	13	..	192	304	557
Tl.	324	841	55	101	3	153	3	3	4	108	58	5	446	1213	1869

M. K. & T. Ry. Co. Interchange with—

	C.B.& Q.		BIG 4		C.P.& ST.L.		C & A		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	...	...	..	1	....	1	..	..	...	...	1	..	1	2	1	..	20	73	
2	...	...	..	...	....	...	..	..	...	...	1	4	4	1	1	..	27	49	
3	...	...	..	...	....	...	..	..	...	...	...	..	...	...	2	..	14	71	
4	...	...	..	1	....	...	..	..	...	...	1	..	1	1	...	..	16	33	
5	...	...	..	...	....	...	..	..	...	...	10	2	10	2	...	..	12	44	
6	...	...	..	...	....	...	..	..	...	...	...	..	...	...	...	..	18	40	
7	...	...	..	...	....	...	..	..	...	...	10	..	10	..	...	..	24	47	
	...	...	..	2	....	1	..	..	...	...	20	3	6	..	26	6	4	..	131	357	488
8	...	...	..	...	....	...	..	..	...	...	...	..	...	...	...	5	2	16	36	
9	...	...	..	...	....	2	..	..	...	...	...	..	...	...	2	..	..	12	41	
10	...	...	1	1	....	...	..	..	...	...	...	..	8	..	9	1	2	1	22	41	
11	...	...	..	...	....	...	..	..	...	...	...	..	...	...	...	..	1	17	27	
12	...	...	..	...	....	...	..	..	...	...	...	..	...	...	...	2	5	5	48	
13	...	...	..	1	....	...	..	..	...	...	...	..	4	..	4	1	..	3	18	46	
14	...	...	..	...	....	...	..	..	...	...	...	..	5	..	5	..	3	3	13	42	
	...	...	1	2	....	2	..	..	...	...	...	..	17	..	18	4	12	15	103	281	384
15	...	...	..	1	....	...	..	..	...	...	...	..	...	...	...	1	3	16	39	
16	...	...	..	...	....	...	..	..	...	...	...	..	6	..	6	1	1	3	20	49	
17	...	...	..	...	....	...	..	..	...	...	...	..	3	..	3	...	1	5	13	57	
18	...	...	..	...	....	...	..	..	...	...	...	..	...	...	...	...	..	..	10	35	
19	...	...	..	...	....	...	..	..	...	...	...	..	6	..	6	...	2	3	23	43	
20	...	...	..	...	....	...	..	..	...	...	1	..	8	..	9	...	..	3	16	49	
21	...	...	..	...	....	...	..	..	...	...	1	..	8	..	8	2	..	7	19	51	
	...	...	..	...	....	...	..	..	...	...	2	..	31	..	32	3	5	24	117	323	440
22	...	...	..	...	....	...	..	..	...	...	...	..	1	..	...	1	..	5	21	41	
23	...	...	..	...	....	...	..	..	...	...	...	..	3	..	3	...	..	3	16	45	
24	...	...	..	...	....	...	..	..	...	...	...	..	7	..	7	..	1	..	32	41	
25	...	...	..	...	....	...	..	..	...	...	1	..	...	..	...	1	..	..	22	16	
26	...	...	..	...	....	...	..	..	...	...	...	..	4	..	4	...	..	4	12	39	
27	...	...	..	...	....	...	..	..	...	...	1	..	...	..	...	1	1	4	21	37	
28	...	...	..	...	....	...	..	..	...	...	...	..	...	..	...	...	1	4	22	44	
29	...	...	..	...	....	...	..	..	...	...	1	..	1	..	2	3	..	4	23	38	
30	...	...	..	...	....	...	..	..	...	...	...	..	3	..	3	...	4	5	49	38	
	...	...	..	...	....	...	..	..	...	...	3	..	1	18	..	19	6	7	29	218	339	557
Tl.	...	...	1	9	....	...	6	2	..	20	4	72	..	95	19	28	68	569	1300	1869

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FREIGHT LOADS—DECEMBER, 1900.

| | St. L. K. & N. W. R. R. Co. Interchange with— | | |

FREIGHT LOADS—JANUARY, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—																
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.&A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	25	15	..	1	....	2	1	....	....	1	2	..	28	19	....	....	..	1	....	....	....	....	....	1	2	..	2	2	2	2	32	23	
2	26	6	2	3	....	5	....	....	....	4	..	..	28	18	....	....	..	..	....	....	....	....	....	..	2	..	2	..	1	1	31	19	
3	24	19	..	1	1	2	....	....	....	9	3	..	28	31	....	....	..	..	....	....	....	....	....	..	4	..	4	..	3	..	35	31	
4	27	21	..	3	....	3	....	....	....	3	3	..	30	30	....	....	..	..	....	....	....	....	....	..	..	..	..	..	2	..	32	30	
5	30	28	4	12	....	..	....	....	....	6	4	..	38	46	....	....	..	3	....	....	....	....	....	1	6	..	6	4	3	..	47	50	
6	30	28	1	1	....	4	....	....	....	..	3	..	34	33	....	....	..	..	....	1	....	....	....	..	..	..	..	1	..	..	34	34	
7	29	23	1	7	....	..	....	....	....	7	..	..	30	37	....	....	..	..	....	..	....	....	....	..	5	..	5	..	2	1	37	38	
	191	140	7	28	1	16	1	....	....	30	15	..	216	214	....	....	..	4	....	1	..	....	....	2	19	..	19	7	13	4	248	225	473
8	30	26	3	6	....	4	....	....	....	5	3	..	36	41	....	....	..	..	....	....	....	....	....	..	10	..	10	..	6	..	52	41	
9	26	26	1	8	....	..	....	....	....	4	..	..	27	38	....	....	..	1	....	....	....	....	....	..	..	..	..	1	..	1	27	40	
10	20	27	3	6	....	3	....	....	....	5	1	..	24	41	....	....	..	..	....	....	....	....	....	..	6	..	6	..	1	..	31	41	
11	29	55	4	3	....	6	....	....	....	11	..	..	33	75	....	....	..	..	....	....	....	....	....	..	..	..	..	..	..	..	33	75	
12	53	27	2	4	1	4	1	....	....	8	1	3	58	46	....	....	..	..	....	....	....	....	....	..	..	..	..	..	1	..	59	46	
13	23	56	2	1	....	1	....	....	....	..	1	..	26	58	....	....	..	1	....	1	....	....	....	..	..	..	1	1	..	..	27	59	
14	27	28	2	8	....	2	....	....	....	2	1	..	30	40	....	....	..	..	....	....	....	....	....	3	11	..	11	3	3	..	44	43	
	208	245	17	36	1	20	1	....	....	35	7	3	234	339	....	....	..	1	2	....	....	....	....	3	27	..	28	5	11	1	273	345	618
15	9	27	..	8	....	4	....	....	2	3	3	..	14	42	....	....	..	1	....	....	....	....	....	..	..	..	..	1	5	..	19	43	
16	44	27	5	13	....	9	....	....	....	9	2	..	51	58	....	....	..	1	....	....	....	....	....	..	5	..	5	1	..	3	56	62	
17	15	52	3	9	....	5	....	....	....	2	4	..	22	68	....	....	..	..	....	....	....	....	....	..	7	..	7	..	4	2	33	70	
18	29	28	2	1	....	3	....	....	1	1	5	..	37	33	....	....	..	..	....	....	....	....	....	..	..	..	..	..	3	1	40	34	
19	30	27	1	3	....	4	....	....	....	9	2	..	33	43	....	....	..	..	....	1	....	....	....	..	11	..	11	1	..	..	44	44	
20	28	28	..	1	....	..	....	....	....	..	..	..	28	29	....	....	..	1	....	....	....	....	....	..	..	..	..	1	..	..	28	30	
21	29	84	3	8	1	2	....	....	....	6	3	..	36	100	....	....	..	..	....	....	....	....	....	1	..	..	..	1	7	..	43	101	
	184	273	14	43	1	27	....	....	3	30	19	..	221	373	....	....	..	3	....	1	....	....	....	1	23	..	23	5	19	6	263	384	647
22	50	27	..	6	4	1	....	....	2	3	4	..	60	37	....	....	..	1	....	....	....	....	....	1	4	..	4	2	3	..	67	39	
23	29	86	2	5	11	2	....	....	....	3	3	..	45	96	....	....	..	..	....	1	....	....	....	..	..	..	..	1	3	..	48	97	
24	58	80	..	3	1	6	....	....	....	2	1	..	60	91	....	....	..	..	....	1	....	....	....	..	3	..	3	1	..	..	63	92	
25	27	54	..	3	10	5	....	....	....	6	3	..	40	68	....	....	..	..	....	....	....	....	....	1	..	..	..	1	4	..	44	69	
26	51	54	..	3	9	6	....	....	....	6	6	..	66	69	....	....	..	..	....	....	....	....	....	..	3	..	3	..	1	..	70	69	
27	78	54	..	1	7	3	....	....	....	..	..	..	85	58	....	....	..	1	....	....	....	....	....	..	6	..	6	1	8	..	99	59	
28	51	82	..	3	4	1	....	....	....	7	3	..	58	93	....	....	..	..	....	1	....	....	....	..	..	..	..	1	2	..	60	94	
29	79	79	1	1	2	2	....	....	....	8	7	..	89	90	....	....	..	..	....	....	....	....	....	1	..	..	..	1	4	..	93	91	
30	27	80	..	5	2	1	....	....	....	5	5	..	34	91	....	....	..	..	....	1	....	....	....	..	8	..	8	1	3	..	45	92	
31	56	26	..	5	....	9	....	....	1	5	3	..	60	45	....	....	..	..	....	....	....	....	....	..	..	..	..	..	3	1	63	46	
	506	622	3	35	50	36	....	....	3	45	35	..	597	738	....	....	..	2	....	4	....	....	....	3	24	..	24	9	31	1	652	748	1400
Tl	1089	1280	42	142	53	99	....	2	6	140	76	3	1268	1664	....	....	1	11	....	6	....	....	....	9	93	..	94	26	74	12	1436	1702	3138

FREIGHT LOADS—FEBRUARY, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—																	
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.&A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	50	109	...	6	2	2	1	...	...	10	6	..	59	127	...	...	...	...	...	...	...	...	...	...	5	..	5	..	1	..	65	127	
2	54	57	...	5	1	4	...	...	...	9	6	..	61	75	...	...	...	...	...	...	...	...	1	..	9	..	9	1	13	..	83	76	
3	60	83	1	1	...	...	...	...	...	...	7	..	68	84	...	...	1	...	...	...	...	...	...	...	5	..	5	1	2	..	75	85	
4	25	50	...	7	1	3	1	...	...	4	1	..	28	64	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	2	28	66	
5	47	48	...	4	...	...	...	...	...	7	4	..	51	59	...	...	...	...	...	1	...	...	...	...	3	..	3	1	5	..	59	60	
6	24	50	...	6	...	4	...	...	...	6	4	..	28	66	...	...	...	...	...	...	...	...	...	...	3	..	3	..	...	..	31	66	
7	54	54	...	8	...	4	...	...	...	9	3	..	57	75	...	...	2	...	...	...	...	...	...	...	...	..	...	2	8	..	65	77	
	314	451	1	37	4	17	2	...	...	45	31	..	352	550	...	...	3	...	...	1	...	...	1	1	25	..	25	5	29	2	406	557	963
8	48	53	...	3	...	4	...	...	...	2	1	..	49	62	...	...	...	...	...	...	1	...	...	...	8	..	9	..	3	..	61	62	
9	27	26	1	10	2	5	...	...	...	5	3	..	33	46	...	...	1	...	...	...	...	...	...	...	...	..	...	1	2	..	35	47	
10	25	28	1	1	...	5	...	...	...	...	2	..	28	34	...	...	...	...	...	...	...	...	...	...	8	..	8	..	...	..	36	34	
11	30	55	...	6	...	1	...	...	...	5	2	..	32	67	...	...	1	...	...	...	...	...	...	...	...	..	...	1	2	1	34	69	
12	56	53	...	5	...	12	...	...	...	9	3	..	59	79	...	...	1	...	...	...	...	...	1	4	..	4	2	1	..	64	81		
13	28	53	1	6	...	7	...	...	1	10	5	..	35	76	...	...	...	...	...	1	...	...	...	...	...	..	...	1	5	..	40	77	
14	28	29	...	8	...	6	...	...	...	4	1	..	29	47	...	...	1	...	...	1	...	...	...	...	9	..	9	2	9	..	47	49	
	242	297	3	39	2	40	...	...	1	35	17	..	265	411	...	...	4	...	2	1	...	...	1	29	..	30	7	22	1	317	419	736	
15	26	27	...	1	...	4	...	...	...	7	8	..	34	39	...	...	...	...	...	...	...	1	...	...	5	..	5	1	4	1	43	41	
16	26	29	1	8	...	9	...	2	...	1	7	..	34	49	...	...	2	...	1	...	...	...	...	...	2	..	2	3	5	..	41	52	
17	28	28	...	2	...	...	...	...	...	...	...	..	28	30	...	...	1	...	...	...	...	...	...	...	...	..	...	1	7	..	35	31	
18	36	57	1	4	...	...	...	...	...	3	6	..	43	64	...	...	...	...	...	...	...	...	...	...	8	..	8	..	1	15	52	79	
19	12	28	3	7	...	1	1	...	...	3	8	..	24	39	...	...	...	...	...	...	...	...	1	1	1	..	1	1	...	..	25	40	
20	19	28	1	6	...	6	...	...	...	6	1	..	21	46	...	...	1	...	...	...	...	...	...	...	11	..	11	1	1	..	48	50	
21	24	28	3	8	...	6	...	...	...	7	9	..	36	49	...	...	1	1	...	...	...	...	...	...	...	..	...	...	...	..	...	...	
	171	225	9	36	...	26	1	2	..	27	39	..	220	316	...	...	5	1	1	..	1	...	1	27	..	28	8	27	17	275	341	616	
22	25	27	2	5	...	5	...	...	...	5	5	..	32	42	...	...	1	...	1	...	...	...	...	...	4	..	4	2	12	..	48	44	
23	26	15	...	7	...	2	...	...	...	12	3	..	29	36	...	...	...	...	...	...	...	...	...	...	...	..	...	...	2	2	31	38	
24	27	28	2	1	...	1	...	...	...	...	3	..	32	30	...	...	1	...	2	...	...	...	...	...	7	..	7	3	2	..	41	33	
25	20	27	...	8	...	4	...	...	...	7	1	..	21	46	...	...	...	...	2	1	..	1	...	...	...	..	2	2	5	2	28	50	
26	16	22	1	15	...	6	...	...	...	6	9	..	26	49	...	...	...	1	1	...	...	...	2	...	...	..	1	3	5	..	32	52	
27	28	28	...	6	...	2	...	...	1	10	3	..	32	46	...	...	...	...	...	...	...	...	...	...	...	..	...	...	5	1	37	47	
28	21	27	...	6	...	...	1	...	...	4	4	..	26	37	...	...	1	...	...	...	...	...	1	9	..	9	2	2	..	37	39		
29	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	...	...	
30	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	...	...	
31	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	...	...	
	163	174	5	48	...	20	1	...	1	44	28	..	198	286	...	...	3	1	6	1	..	1	3	20	..	23	12	33	5	254	303	557	
Tl.	890	1147	18	160	6	103	4	2	2	151	115	..	1035	1563	...	...	15	2	10	2	1	1	6	101	..	106	32	111	25	1252	1620	2872	

FREIGHT LOADS—MARCH, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	28	27	...	5	1	3	...	...	...	3	8	..	37	38	...	...	...	1	...	...	...	...	...	...	...	...	1	7	..	44	39	
2	30	26	1	7	1	...	...	...	...	5	5	..	37	38	...	...	...	...	...	2	...	...	...	...	2	..	2	2	11	..	50	40	
3	30	27	...	2	...	...	...	...	...	...	1	..	31	29	...	...	...	1	...	...	...	...	...	...	...	...	...	1	..	..	31	30	
4	29	24	...	3	...	6	...	...	...	4	20	..	49	37	...	...	...	...	...	5	...	...	...	...	4	..	4	5	..	3	53	45	
5	24	24	...	3	...	2	...	...	...	4	1	..	25	33	...	...	...	...	...	...	...	...	...	1	1	..	1	1	12	..	38	34	
6	28	25	...	9	...	2	...	...	...	4	7	..	35	40	...	...	...	1	...	...	...	...	...	1	6	..	6	2	..	..	41	42	
7	29	25	...	5	...	4	...	...	...	9	4	..	33	43	...	...	...	1	...	...	...	...	...	...	...	...	...	1	7	..	40	44	
	198	178	1	34	2	17	...	...	...	29	46	..	247	258	...	...	...	4	...	7	...	...	...	2	13	..	13	13	37	3	297	274	571
8	30	20	...	7	2	1	...	...	...	1	6	..	38	29	...	...	...	1	...	2	...	...	...	...	6	..	6	3	..	1	44	33	
9	29	15	...	4	...	6	...	...	...	...	3	..	32	25	...	...	...	...	...	2	...	...	...	...	...	..	...	2	4	..	36	27	
10	29	22	...	2	...	...	...	...	...	9	3	..	38	24	...	...	...	1	...	...	...	...	...	...	...	..	...	...	...	..	38	25	
11	30	20	...	2	...	3	1	...	...	...	2	..	33	25	...	...	...	...	1	1	...	...	...	1	9	..	10	2	..	1	43	28	
12	25	23	...	6	...	3	...	...	...	6	5	..	30	43	...	...	...	...	...	2	...	...	...	1	1	..	1	3	3	..	34	46	
13	29	25	...	5	...	1	...	...	...	2	2	..	31	33	...	...	...	3	...	1	...	...	...	...	2	..	2	4	..	..	33	37	
14	17	26	1	3	...	1	...	...	...	4	2	..	20	34	...	...	...	1	1	...	...	...	...	...	2	..	3	1	6	..	29	35	
	189	156	1	29	2	15	1	...	...	13	29	..	222	213	...	...	...	6	2	8	...	...	...	2	20	..	22	15	13	2	257	231	488
15	30	15	2	5	1	...	...	...	...	4	3	..	36	24	...	...	...	...	...	1	...	...	...	...	10	..	10	1	..	..	46	25	
16	30	27	..	1	...	2	...	...	...	3	5	..	35	33	...	...	...	1	...	...	...	...	...	...	5	..	5	1	9	..	49	34	
17	30	25	2	2	...	...	...	...	...	...	4	..	36	27	...	...	...	...	...	...	...	...	...	...	6	..	6	..	..	..	42	27	
18	27	20	...	13	...	1	2	...	...	3	2	..	31	37	...	...	...	1	...	1	...	...	...	...	...	..	...	2	2	..	33	39	
19	9	16	...	2	...	2	1	...	...	4	5	..	15	24	...	...	...	...	...	...	...	...	...	...	2	..	2	...	1	1	18	25	
20	23	27	1	6	...	...	...	...	...	3	4	..	28	36	...	...	...	...	...	...	...	...	...	...	1	..	1	...	...	..	29	36	
21	18	20	1	7	...	8	...	...	...	3	2	..	21	38	...	...	...	...	...	...	...	...	...	...	2	1	2	1	4	..	27	39	
	167	150	6	36	1	13	3	...	...	20	25	..	202	219	...	...	...	2	...	2	...	...	...	...	26	1	26	5	16	1	244	225	469
22	3	27	2	9	...	9	1	...	...	6	6	..	12	51	...	...	...	1	...	...	...	...	...	1	5	..	5	2	..	1	17	54	
23	10	28	...	5	...	13	...	...	...	5	4	..	14	51	...	...	...	...	...	1	...	...	...	...	8	..	8	1	..	..	22	52	
24	11	29	1	1	...	4	...	...	...	...	1	..	13	34	...	...	...	1	...	...	...	...	...	...	...	..	...	1	..	..	13	35	
25	14	28	...	11	1	5	...	...	...	3	7	..	22	47	...	...	...	...	...	3	...	...	...	...	1	..	1	3	..	1	23	51	
26	13	25	2	6	...	1	...	...	...	8	5	..	20	40	...	...	...	1	...	1	...	...	...	...	5	..	5	2	1	..	26	42	
27	8	26	...	7	...	7	...	...	...	1	3	..	11	41	...	...	...	...	...	1	...	...	...	...	2	..	2	1	3	2	16	44	
28	6	11	...	6	...	13	...	...	...	4	5	..	11	34	...	...	...	1	...	1	...	...	...	...	7	..	7	2	1	1	19	37	
29	16	16	1	2	...	11	...	...	...	3	5	..	22	32	...	...	...	...	...	1	...	...	...	...	...	..	...	1	2	1	24	34	
30	11	25	...	10	...	3	...	...	...	4	9	..	20	42	...	...	...	...	...	...	...	...	...	...	3	..	3	...	...	..	23	42	
31	5	19	...	2	...	...	...	...	...	...	...	..	5	21	...	...	...	1	...	...	...	1	...	...	...	..	...	2	...	..	5	23	
	97	234	6	59	1	66	1	...	...	34	45	..	150	393	...	...	...	5	...	8	...	1	...	1	31	..	31	15	7	6	188	414	602
	951	715	14	158	6	111	5	...	...	96	148	..	821	1083	...	...	...	17	2	25	...	1	...	1	90	1	92	48	73	12	986	1144	2130

FREIGHT LOADS—APRIL, 1901.

	St. L. K. & N. W. Interchange with—																M. K. & T. Interchange with—																					
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total				C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T		Local		Total		Local		Total			
	E	W	E	W	E	W	E	W	E	W	E	W	E	W			E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W		
1	9	20	..	9	1	..	..	..	..	..	4	5	15	33			..	..	..	1	..	..	..	..	1	..	3	..	3	2	4	2	22	37		
2	8	28	1	12	..	4	..	..	..	..	3	5	14	47			..	..	..	..	..	..	..	1	..	1	..	..	..	2	..	..	14	49		
3	5	22	..	12	..	6	..	..	..	..	2	4	9	42			..	..	..	..	..	..	..	..	..	..	5	..	5	..	..	..	14	42		
4	15	20	..	4	1	3	..	..	..	..	4	5	21	31			..	..	..	..	..	..	..	..	..	..	6	..	6	..	..	..	27	31		
5	10	22	..	11	..	..	..	..	..	..	5	3	13	38			..	..	..	1	..	..	..	..	..	..	6	..	6	1	..	..	19	39		
6	12	25	1	4	..	..	..	..	..	..	2	4	17	31			..	..	..	..	..	..	..	..	1	..	12	..	12	1	..	..	29	32		
7	28	17	..	2	..	..	..	..	..	..	..	..	28	19			..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	28	20		
	87	154	2	54	2	13	..	..	..	20	26	..	117	241			..	..	..	3	..	..	..	2	..	2	32	..	32	7	4	2	153	250	403	
8	16	27	2	10	..	3	..	..	1	4	3	..	22	44			..	..	..	1	..	1	..	..	..	..	6	..	6	2	..	1	28	47		
9	6	27	..	6	..	1	..	..	..	6	5	..	11	40			..	..	..	..	..	1	..	..	..	..	1	..	1	1	..	1	12	41		
10	12	26	8	7	..	4	..	..	2	2	5	..	27	39			..	..	..	..	..	4	..	..	..	1	..	..	..	5	..	..	27	44		
11	12	26	..	8	1	3	..	..	1	4	..	..	14	41			..	..	..	1	..	..	..	..	..	..	8	..	8	1	..	..	22	42		
12	12	29	4	1	..	3	..	..	..	5	1	..	17	38			..	..	..	1	..	..	..	..	..	1	3	..	3	2	..	..	20	40		
13	15	21	..	1	1	1	..	..	..	4	..	..	16	27			..	..	..	..	..	1	..	..	..	..	10	..	10	1	..	..	26	28		
14	17	17	..	5	2	..	..	..	..	..	2	..	21	22			..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	21	22		
	90	173	14	38	4	15	..	..	4	25	15	..	127	251			..	..	..	3	..	7	..	..	..	2	28	..	28	12	..	2	156	264	420	
15	..	..	5	9	..	..	..	..	1	2	..	..	6	11			..	..	..	..	..	2	..	..	..	1	13	..	13	3	2	..	21	14		
16	12	25	..	4	..	..	..	..	..	8	..	..	12	37			..	..	..	..	..	..	..	..	..	..	2	..	2	..	1	..	15	37		
17	..	..	..	4	1	1	..	..	..	3	2	..	3	8			..	..	..	1	..	1	..	..	..	..	..	..	..	2	1	..	4	10		
18	22	28	3	7	1	3	..	..	..	1	2	..	28	39			..	..	..	..	..	..	..	..	..	..	7	..	7	..	..	2	35	41		
19	..	..	..	6	1	4	..	..	1	..	1	..	3	10			..	..	..	..	..	2	..	..	..	..	6	..	6	2	3	..	12	12		
20	22	28	..	9	..	..	..	..	..	6	1	..	23	43			..	..	..	2	..	..	..	1	..	..	4	..	4	3	..	..	27	46		
21	..	..	..	1	..	..	..	..	..	..	4	..	4	1			..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	5	1		
	56	81	8	40	3	8	..	..	2	20	10	..	79	149			..	..	..	3	..	5	..	1	..	..	33	..	33	10	7	2	119	161	280	
22	50	49	1	7	1	1	..	..	1	2	..	..	53	59			..	..	..	..	..	1	..	..	..	..	4	..	4	2	2	..	59	61		
23	..	27	1	10	..	2	..	..	..	3	9	..	10	42			..	..	..	1	..	..	..	..	..	1	3	..	3	2	..	..	13	44		
24	15	30	..	8	1	1	..	..	..	2	6	..	22	41			..	..	..	..	..	1	..	..	..	..	4	..	4	1	1	..	27	42		
25	..	29	2	5	1	3	..	..	1	3	4	..	8	40			..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	8	41		
26	22	28	2	8	..	1	..	..	..	4	5	..	29	41			..	..	..	1	..	..	..	..	..	..	10	..	10	1	2	..	41	42		
27	27	27	..	1	1	1	..	..	1	5	3	..	32	34			..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	33	34		
28	28	30	..	2	..	..	..	..	..	..	..	..	28	32			..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	28	33		
29	29	30	..	1	..	2	..	..	..	2	6	..	35	35			..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	35	36		
30	30	29	..	3	..	..	..	..	..	4	7	..	37	36			..	..	..	..	..	1	..	..	..	1	9	..	9	2	..	..	46	38		
31	..	..	..	..	..	..	..	..	..	..	..	..	..	..			..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..		
	201	279	6	45	4	11	..	..	3	25	40	..	254	360			..	..	..	3	..	5	..	1	..	2	30	..	30	11	6	..	290	371	661	
Tl.	434	687	30	177	13	47	..	..	9	90	91	..	577	1001			..	..	..	12	..	17	..	4	..	6	123	..	123	40	17	6	718	1046	1764	

FREIGHT LOADS—MAY, 1901.

	St. L. K. & N. W. Interchange with—																M. K. & T. Interchange with—																
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total				C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total				
	E	W	E	W	E	W	E	W	E	W	E	W	E	W			E	W	E	W	E	W	E	W	E	W	E	W	E	W			
1	30	20	...	3	....	1	....	....	....	1	7	..	37	25			....	....	....	1	....	....	....	....	....	....	4	..	4	1	3	..	44	26	
2	30	10	...	8	....	20	....	....	1	5	3	..	34	43			....	....	....	1	....	1	....	....	....	....	6	..	6	2	..	..	40	45	
3	13	27	1	4	....	....	....	....	....	5	1	..	15	37			....	....	....	1	....	....	....	....	....	....	....	..	....	1	..	..	15	38	
4	28	12	...	4	1	....	....	....	....	3	2	..	31	19			....	....	....	....	....	....	....	....	....	....	....	..	....	....	..	..	31	19	
5	30	18	...	1	....	....	....	....	....	....	....	..	30	19			....	....	....	....	....	....	....	....	....	....	....	..	....	....	..	..	30	19	
6	55	11	2	3	2	....	....	....	1	3	4	..	64	17			....	....	....	1	....	....	....	....	....	....	12	..	12	1	2	..	78	18	
7	21	27	...	5	1	....	....	....	....	2	..	..	22	34			....	....	....	1	....	....	....	....	....	1	4	..	4	2	..	..	26	36	
	207	125	3	28	4	21	....	....	2	19	17	..	233	194			....	....	....	4	....	2	....	....	....	1	26	..	23	7	5	..	264	201	465
8	28	30	3	1	....	....	....	....	....	3	2	..	33	34			....	....	1	..	1	1	....	....	....	....	4	..	6	1	2	..	41	35	
9	30	26	1	4	....	....	....	....	1	2	..	..	32	32			....	....	1	....	....	....	....	....	....	....	..	..	..	1	..	..	32	33	
10	29	19	...	5	....	1	....	....	....	4	4	..	33	29			....	....	....	....	....	1	1	....	....	....	8	..	9	1	..	..	42	30	
11	21	26	...	7	....	....	....	....	1	1	..	..	22	34			....	....	....	1	....	....	....	....	....	....	..	..	..	1	..	..	22	35	
12	29	17	...	1	....	....	....	....	....	..	..	..	29	18			....	....	....	....	....	....	....	....	....	....	..	..	..	..	..	..	29	18	
13	21	29	...	13	....	....	....	....	....	4	..	..	21	46			....	....	....	1	....	3	....	....	....	....	8	..	8	4	..	..	29	50	
14	23	30	...	3	....	....	....	....	....	7	5	..	28	40			....	....	....	....	....	....	....	....	....	....	..	..	..	..	2	..	30	40	
	181	177	4	34	....	1	....	....	2	21	11	..	198	233			....	....	1	3	1	5	1	....	....	....	20	..	23	8	4	..	225	241	466
15	16	27	1	4	....	3	....	....	....	4	..	..	17	38			....	....	....	1	....	4	....	....	....	1	3	..	3	6	..	..	20	44	
16	24	29	...	3	....	1	....	....	....	3	..	..	24	36			....	....	....	1	....	1	....	....	....	....	3	..	3	2	..	..	27	38	
17	17	31	2	3	....	....	....	....	....	5	2	..	21	39			....	....	....	....	....	2	....	....	....	....	4	..	4	2	..	..	25	41	
18	14	16	1	3	....	....	....	....	1	5	4	..	20	24			....	....	....	....	....	2	....	....	....	....	2	..	2	2	..	..	22	26	
19	22	..	...	1	....	....	....	....	....	..	..	..	22	1			....	....	....	1	....	....	....	....	....	....	..	..	..	1	..	..	22	2	
20	...	35	2	6	1	....	....	....	....	6	4	..	7	47			....	....	....	1	....	....	....	....	....	....	2	..	2	1	..	..	9	48	
21	21	27	...	11	....	1	....	....	....	4	4	..	25	43			....	....	....	2	....	....	....	....	....	....	3	..	3	2	..	..	28	45	
	114	165	6	31	1	5	....	....	1	27	14	..	136	228			....	....	....	6	....	9	....	....	....	1	17	..	17	16	..	..	153	244	397
22	20	21	3	1	....	....	....	....	....	3	3	..	26	25			....	....	....	....	....	1	1	....	....	....	3	..	4	1	..	..	30	26	
23	20	20	...	3	....	1	....	....	....	4	1	..	21	28			....	....	....	....	....	1	....	....	....	....	..	..	..	1	..	..	21	29	
24	29	20	...	6	....	....	....	....	....	4	1	..	30	30			....	....	....	1	....	1	....	18	....	....	7	..	7	20	1	..	38	50	
25	25	22	...	6	....	....	....	....	....	2	5	..	30	30			....	....	....	....	....	2	....	1	....	....	..	..	..	3	..	..	30	33	
26	28	13	...	..	....	....	....	....	....	..	..	..	28	13			....	....	....	....	....	..	....	....	....	....	..	..	..	..	..	..	28	13	
27	28	27	...	2	....	1	....	....	....	6	..	..	34	30			....	....	....	....	....	3	....	....	....	2	..	..	..	5	..	..	34	35	
28	29	19	2	5	....	....	....	....	....	5	5	..	36	29			....	....	....	....	....	3	....	....	....	....	3	..	3	3	..	..	39	32	
29	28	20	5	7	....	3	....	....	....	4	4	..	37	34			....	....	....	....	....	8	....	....	....	....	..	..	..	8	3	1	40	43	
30	29	13	3	2	....	....	....	....	....	..	..	..	32	15			....	....	....	1	....	2	....	25	....	....	..	..	..	28	..	..	32	43	
31	30	18	...	5	....	....	....	....	....	7	..	..	30	30			....	....	....	....	....	3	....	19	....	....	6	..	6	22	..	..	36	52	
	266	193	13	37	....	5	....	....	....	35	19	..	304	264			....	....	....	2	....	24	1	63	....	2	19	..	20	91	4	1	328	356	684
	766	670	23	190	5	32	....	....	4	102	61	..	871	919			....	....	1	15	1	40	2	69	....	4	92	..	86	122	18	1	970	1042	2012

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FREIGHT LOADS—JULY, 1901.

St. L. K. & N. W. Interchange with—

	C.B.& Q. E	C.B.& Q. W	BIG 4 E	BIG 4 W	C.P.& ST.L. E	C.P.& ST.L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	Local E	Local W	Total E	Total W	
1	16	27	7	6	...	2	...	...	...	3	4	..	27	38	
2	...	...	13	5	...	...	...	...	...	3	3	..	16	8	
3	8	30	5	3	1	...	...	...	...	3	...	..	14	36	
4	13	29	..	1	...	4	...	...	...	...	...	..	13	34	
5	...	...	7	1	...	2	...	...	...	2	...	..	7	5	
6	11	26	9	3	...	3	...	...	...	4	6	..	26	36	
7	...	...	...	1	...	...	...	...	...	...	...	..	...	1	
	48	112	41	20	1	11	...	..	...	15	13	..	103	158	
8	23	30	9	2	...	...	...	...	...	5	3	..	35	37	
9	...	16	5	10	...	...	...	2	...	2	...	..	5	30	
10	10	14	5	6	...	1	...	...	...	2	...	..	15	23	
11	...	...	...	7	...	1	...	...	...	1	1	..	1	9	
12	7	27	4	3	...	...	...	...	...	2	3	..	14	32	
13	...	...	8	1	...	1	...	...	...	2	9	..	17	4	
14	24	21	2	...	2	...	...	...	...	...	...	..	28	21	
	64	108	33	29	2	3	...	2	...	14	16	..	115	156	
15	...	...	3	10	...	2	...	...	...	2	2	..	5	14	
16	26	19	5	1	1	...	...	...	...	3	1	..	33	23	
17	...	...	3	5	...	3	...	...	...	3	...	..	3	11	
18	25	17	10	4	...	4	...	...	...	2	1	..	36	27	
19	19	11	5	4	...	2	...	...	...	1	...	..	24	18	
20	...	...	5	7	...	1	...	1	...	3	2	..	7	12	
21	29	25	1	...	...	...	...	...	...	...	2	..	32	25	
	99	72	32	31	1	12	...	1	...	14	8	..	140	130	
22	21	23	8	4	...	2	...	1	...	...	1	..	30	30	
23	...	...	5	2	...	4	...	2	...	1	...	..	5	9	
24	30	30	6	11	...	...	...	...	...	1	10	..	46	42	
25	48	16	10	5	...	5	...	...	...	3	1	..	59	29	
26	...	...	6	6	...	...	...	...	...	3	3	..	9	9	
27	26	28	7	10	...	...	...	...	...	1	2	..	35	39	
28	25	...	...	1	...	...	...	...	...	...	...	..	28	1	
29	...	23	7	8	...	...	...	1	...	...	...	..	7	32	
30	30	25	10	1	...	2	...	1	...	2	7	..	47	31	
31	26	...	1	12	1	1	...	...	...	1	1	..	29	14	
	209	145	60	60	1	14	...	5	...	12	25	..	295	236	
Tl.	420	437	166	140	5	40	...	8	...	55	62	..	653	680	

M. K. & T. Interchange with—

	C.B.& Q. E	C.B.& Q. W	BIG 4 E	BIG 4 W	C.P.& ST.L. E	C.P.& ST.L. W	C.&A. E	C.&A. W	I. T. E	I. T. W	Local E	Local W	Total E	Total W	Local E	Local W	Total E	Total W	
1	...	...	...	...	...	...	...	17	...	...	..	..	...	17	..	1	27	56	
2	...	...	...	...	...	...	...	4	...	...	2	..	2	4	1	..	19	12	
3	...	...	...	...	...	...	1	16	...	...	3	..	4	19	3	..	21	55	
4	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	2	13	36	
5	...	...	...	...	1	...	...	...	...	...	...	..	...	1	2	..	9	6	
6	...	...	...	...	...	...	1	...	...	...	6	..	6	1	..	..	32	37	
7	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	...	1	
	...	...	1	3	...	...	2	..	37	...	...	11	..	12	42	6	3	121	203	324
8	...	...	...	...	...	...	2	1	21	...	1	2	..	4	24	7	..	46	61	
9	...	...	...	...	...	...	...	...	...	...	...	3	..	3	..	2	..	10	30	
10	...	...	...	...	...	...	1	..	6	...	...	2	..	2	7	7	2	24	32	
11	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	4	..	5	9	
12	...	...	2	1	...	...	...	...	31	...	...	3	..	5	32	9	..	28	64	
13	...	...	...	...	2	...	...	...	...	...	...	2	..	4	..	4	..	25	4	
14	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	...	28	21	
	...	...	3	2	2	3	1	58	...	1	12	..	18	63	33	2	166	221	387
15	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	5	14	
16	...	...	...	...	...	...	2	...	...	...	...	..	...	2	8	..	41	25	
17	...	...	1	..	1	...	...	20	...	...	...	..	2	20	12	1	17	32	
18	...	...	...	2	...	...	...	4	...	...	...	..	...	6	5	..	41	33	
19	...	...	...	...	...	...	...	18	...	...	...	..	...	18	2	..	26	36	
20	...	...	...	...	...	...	...	14	...	...	...	..	...	14	3	..	10	26	
21	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	32	25	
	...	...	1	2	1	2	..	56	...	...	...	..	2	60	30	1	172	191	363
22	...	...	...	...	...	...	...	17	...	...	4	..	4	17	5	..	39	47	
23	...	...	...	...	...	...	...	2	...	1	2	..	2	3	2	..	9	12	
24	...	...	...	...	...	...	...	3	...	...	1	..	1	3	1	..	48	45	
25	...	...	...	...	...	...	...	2	...	...	...	..	...	5	3	..	62	34	
26	...	...	...	3	...	...	...	3	...	...	...	..	1	3	1	..	11	12	
27	...	...	1	...	...	...	...	12	...	...	5	..	6	13	..	..	41	52	
28	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	..	28	1	
29	...	...	...	...	...	...	...	1	...	...	...	..	...	...	2	1	..	8	34	
30	...	...	...	...	...	...	...	...	...	3	...	..	3	...	...	2	..	52	31	
31	...	...	...	...	...	...	...	...	...	...	2	..	2	1	1	..	32	15	
	...	...	2	6	...	...	...	40	...	...	3	12	..	19	47	16	..	330	283	613
Tl.	...	...	7	12	3	7	4	191	...	...	4	35	..	51	212	85	6	789	898	1687

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	..	12	4	3	....	4	..	..	..	2	4	..	8	21	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	10	21	
2	24	30	2	1	....	2	..	..	..	1	3	..	29	34	..	..	1	2	..	..	..	3	..	..	9	..	10	5	2	..	41	39	
3	30	..	1	2	....	3	..	1	..	3	6	..	37	9	..	..	1	3	..	1	..	3	..	..	3	..	4	7	1	..	42	16	
4	23	15	..	..	....	..	..	..	..	..	..	..	23	15	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	23	15	
5	..	17	8	4	1	7	..	..	..	..	4	..	13	28	..	..	..	4	..	4	..	..	1	1	..	..	1	9	2	1	16	38	
6	26	20	5	10	....	5	..	..	..	1	2	..	33	36	..	..	..	2	..	..	7	..	..	..	2	..	2	9	..	..	35	45	
7	..	..	7	4	1	4	..	..	..	1	3	..	11	9	..	..	1	3	..	1	..	..	..	..	10	..	11	4	..	..	22	13	
	103	94	27	24	2	25	..	1	..	8	22	..	154	152	..	..	3	14	..	6	..	13	1	1	24	..	28	34	7	1	189	187	376
8	11	21	24	2	....	2	..	..	..	1	2	..	37	26	..	..	..	4	..	..	..	..	..	..	1	..	1	4	..	..	38	30	
9	..	..	9	5	....	2	..	..	..	..	..	..	9	7	..	..	..	3	..	..	..	..	..	..	2	..	2	3	8	..	19	10	
10	18	27	11	1	....	7	..	..	..	2	4	..	33	37	..	..	..	2	2	..	..	3	..	..	5	..	7	5	..	..	40	42	
11	..	..	..	1	....	..	..	..	..	..	4	..	4	1	..	..	1	..	..	..	..	..	..	..	..	..	1	..	3	..	8	1	
12	13	25	5	14	1	7	..	1	..	..	2	..	21	47	..	..	..	3	..	..	..	1	..	..	3	..	3	4	..	..	24	51	
13	..	..	4	2	1	2	..	..	..	2	6	..	11	6	..	..	..	5	..	..	..	..	..	..	..	..	..	5	..	1	11	12	
14	6	29	4	4	....	4	..	..	..	3	4	..	14	40	..	..	2	1	..	1	..	..	..	1	5	..	7	3	2	..	23	43	
	48	102	57	29	2	24	..	1	..	8	22	..	129	164	..	..	3	18	2	1	..	4	..	1	16	..	21	24	13	1	163	189	352
15	..	17	3	6	....	3	..	..	..	..	1	..	4	26	..	..	..	1	..	..	..	..	..	..	4	..	4	1	..	..	8	27	
16	19	25	3	8	....	3	..	1	..	1	5	..	27	38	..	..	..	4	..	..	..	..	..	..	6	..	6	4	2	1	35	43	
17	..	..	6	8	....	1	..	..	..	..	2	..	8	9	..	..	..	2	..	1	..	..	..	..	..	..	..	3	1	..	9	12	
18	26	29	1	..	....	..	1	..	..	..	2	..	30	29	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	2	31	31	
19	29	18	7	2	....	3	..	..	..	..	1	..	37	23	..	..	..	1	..	..	..	..	..	1	7	..	7	2	..	2	44	27	
20	28	28	4	10	....	6	..	1	..	2	3	..	35	47	..	..	..	..	..	..	..	1	..	..	5	..	5	1	1	..	41	48	
21	28	26	8	3	1	3	..	2	..	2	4	..	41	36	..	..	2	1	..	..	..	..	..	..	4	..	6	1	..	2	47	39	
	130	143	32	37	1	19	1	4	..	5	18	..	182	208	..	..	2	9	..	1	..	1	..	1	27	..	29	12	4	7	215	227	442
22	29	12	5	12	....	6	..	..	..	1	..	..	34	31	..	..	..	1	..	..	..	..	..	..	3	..	3	1	1	3	38	35	
23	..	..	8	7	....	6	..	..	..	1	3	..	11	14	..	..	..	1	..	..	..	1	1	..	3	..	4	2	4	3	19	19	
24	44	46	5	5	....	..	..	..	..	1	6	..	55	52	..	..	..	2	..	..	..	..	..	..	1	..	1	2	1	..	57	54	
25	30	19	6	..	1	5	..	..	..	..	1	..	38	24	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	39	24	
26	..	..	7	7	....	7	..	..	..	..	2	..	9	14	..	..	..	1	..	..	..	..	..	..	5	..	5	1	..	..	14	15	
27	49	38	6	3	....	1	..	..	..	2	6	..	61	44	..	..	..	1	..	..	..	..	..	..	3	..	3	1	..	..	64	45	
28	38	20	3	13	1	6	..	..	..	1	1	..	43	40	..	..	..	3	..	..	..	..	..	1	3	..	3	4	..	..	46	44	
29	28	19	6	7	....	4	..	1	..	1	3	..	37	32	..	..	2	3	..	..	..	..	..	..	8	..	10	3	2	..	49	35	
30	23	16	4	11	....	2	..	..	..	1	3	..	30	30	..	..	..	..	..	..	2	..	1	..	2	..	5	..	1	..	35	31	
31	57	17	4	13	....	3	..	..	..	3	8	..	69	36	..	..	..	2	..	1	..	..	..	..	4	..	4	3	2	..	75	39	
	298	187	54	78	2	40	..	1	..	11	33	..	387	317	..	..	3	14	..	1	2	1	2	1	32	..	39	17	11	6	436	340	777
Tl.	579	526	170	168	7	108	1	7	..	32	95	..	852	841	..	..	11	55	2	9	2	19	3	4	99	..	117	87	35	15	1004	943	1947

CLOSE IN CENTER

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FREIGHT LOADS—SEPTEMBER, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	C.B.&Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.&A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	28	24	9	...	...	1	...	...	...	...	...	...	37	25	...	...	1	...	...	2	...	...	...	...	...	...	1	2	...	...	38	27	
2	28	22	17	14	...	...	...	...	...	...	...	...	45	36	...	...	...	...	...	1	...	...	...	...	5	...	5	1	...	...	50	37	
3	26	13	10	5	2	...	...	...	...	...	...	...	38	18	...	...	2	...	...	...	...	3	...	1	...	...	...	6	1	...	39	24	
4	26	31	5	4	...	4	...	...	...	...	9	...	40	39	...	...	...	...	...	...	...	...	...	...	7	...	7	...	...	...	47	39	
5	24	21	8	16	...	5	...	...	2	5	...	...	37	44	...	...	...	...	...	2	...	...	...	...	2	...	2	2	...	...	39	46	
6	...	...	4	2	...	2	...	5	1	1	...	...	5	10	...	...	1	...	...	...	...	...	1	...	1	...	2	1	...	...	7	11	
7	17	28	4	7	1	6	...	...	1	2	...	...	24	42	...	...	1	1	...	...	...	2	...	...	...	...	1	3	4	1	29	46	
	149	139	57	48	3	18	...	5	...	4	17	...	226	214	...	...	2	4	...	5	...	5	1	1	15	...	18	15	5	1	249	230	479
8	...	...	1	...	...	5	...	...	...	...	4	...	5	5	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5	5	
9	24	29	18	10	2	...	...	2	...	...	2	...	46	41	...	...	1	...	...	...	...	...	...	...	...	...	...	1	...	1	46	45	
10	25	28	5	6	...	...	...	...	1	9	...	...	39	35	...	...	1	...	...	2	...	...	...	...	...	...	...	3	...	...	39	38	
11	18	21	3	8	...	2	...	2	...	...	5	...	26	33	...	...	...	...	...	1	...	...	...	...	...	...	...	1	2	...	28	34	
12	15	28	8	12	1	11	1	2	...	1	16	...	41	54	...	...	...	...	...	1	...	...	...	...	...	...	...	1	3	...	44	55	
13	...	...	4	11	...	4	...	...	...	1	4	...	8	16	...	...	...	...	...	2	...	...	...	...	...	...	...	2	3	...	11	18	
14	27	29	6	8	...	4	...	1	...	1	11	...	44	43	...	...	...	3	...	...	...	...	...	...	...	...	...	3	1	...	45	46	
	109	135	45	55	3	26	1	7	...	4	51	...	209	227	...	...	...	5	...	6	...	...	...	...	...	...	...	11	9	1	218	239	457
15	30	12	6	...	2	2	...	...	...	...	5	...	43	14	...	...	1	...	...	2	...	...	...	...	...	...	1	2	1	...	45	16	
16	27	18	4	8	...	4	...	...	...	...	...	...	31	30	...	...	2	2	...	...	...	...	1	1	...	...	3	3	...	...	34	33	
17	29	16	16	9	...	7	...	...	1	1	...	...	46	33	...	...	...	4	...	...	...	1	...	...	...	...	...	5	...	...	46	38	
18	...	...	1	10	...	4	...	1	...	2	4	...	5	17	...	...	...	...	...	3	...	1	...	...	...	...	...	4	1	1	6	22	
19	29	30	8	4	1	2	...	6	...	...	...	...	38	42	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	38	42	
20	...	...	8	13	1	...	...	3	...	1	12	...	21	17	...	...	2	...	...	...	...	1	2	...	...	...	3	2	4	...	28	19	
21	24	30	5	13	3	...	1	...	...	2	9	...	42	45	...	...	...	1	...	...	...	...	...	...	1	...	1	1	1	...	44	46	
	139	106	48	57	7	19	1	10	...	6	31	...	226	198	...	...	5	7	...	5	1	4	1	1	1	...	8	17	7	1	241	216	457
22	...	...	9	...	...	5	...	...	...	...	6	...	15	5	...	...	...	...	...	1	...	...	...	...	...	...	...	1	...	...	15	6	
23	16	30	13	14	...	4	...	...	3	...	...	...	29	51	...	...	...	...	...	...	...	...	1	...	...	...	1	...	...	...	30	51	
24	...	...	8	10	1	5	...	2	...	3	2	...	11	20	...	...	...	3	4	1	...	...	...	...	...	...	4	4	...	1	15	25	
25	11	57	2	18	...	1	...	...	...	2	1	...	14	78	...	...	1	6	...	4	...	10	...	...	...	...	1	20	5	2	20	100	
26	...	...	8	7	2	3	...	1	...	3	3	...	13	14	...	...	...	1	...	...	...	1	...	1	...	...	2	2	2	...	17	16	
27	7	30	9	8	...	...	...	1	...	1	4	...	20	40	...	...	...	1	...	...	...	...	...	...	4	...	4	1	...	...	24	41	
28	...	...	2	6	...	3	...	...	...	2	1	...	3	11	...	...	...	1	...	...	...	...	1	...	...	...	1	1	2	...	6	12	
29	24	30	12	...	...	2	...	...	...	...	...	...	36	32	...	...	1	...	...	2	2	...	...	...	...	...	3	2	...	...	39	34	
30	...	...	11	8	...	2	...	...	...	3	...	...	11	13	...	...	...	2	...	...	...	1	...	...	...	...	...	3	2	...	13	16	
31	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	
	58	147	74	71	3	25	...	4	...	17	17	...	152	264	...	...	2	14	4	8	3	11	2	1	5	...	16	34	11	3	179	301	480
Tl.	455	527	224	231	16	88	2	26	...	31	116	...	813	903	...	...	9	30	4	24	4	20	4	3	21	...	42	77	32	6	887	983	1873

FREIGHT LOADS—OCTOBER, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	16	27	6	14	....	2	....	....	....	4	3	....	25	47	....	....	....	4	....	....	....	....	....	....	....	....	....	4	1	....	26	51	
2	21	31	5	13	....	....	....	....	....	1	2	....	28	45	....	....	....	6	....	....	....	....	....	....	1	....	....	7	....	....	28	52	
3	....	....	7	10	1	....	....	....	....	5	1	....	9	15	....	....	....	....	....	....	....	....	....	....	1	....	....	1	....	....	9	16	
4	22	43	8	5	....	3	....	1	....	1	1	....	31	53	....	....	1	1	....	....	....	....	3	....	....	5	....	6	4	1	....	38	57	
5	....	....	4	8	1	....	....	....	....	1	....	....	5	9	....	....	....	2	....	....	....	....	....	....	....	....	....	....	2	....	....	5	11	
6	44	41	3	....	....	....	....	....	....	....	1	....	48	41	....	....	1	....	....	....	....	....	....	....	....	11	....	12	....	....	....	60	41	
7	....	....	4	23	1	5	....	2	....	5	....	....	5	35	....	....	....	2	....	....	....	....	....	....	....	....	....	....	2	....	....	5	37	
	103	142	37	73	3	10	....	3	....	17	8	....	151	245	....	....	2	15	....	....	....	3	....	2	16	....	18	20	2	....	171	265	436
8	28	29	5	7	1	2	....	....	....	1	....	....	34	39	....	....	....	2	....	....	....	....	....	....	1	....	1	2	....	....	35	41	
9	25	28	3	5	....	1	....	....	....	2	1	....	29	36	....	....	....	2	....	1	....	....	....	....	9	....	9	3	2	....	40	39	
10	24	20	2	7	....	6	....	....	....	2	1	....	27	35	....	....	....	1	....	1	....	....	....	....	....	....	....	2	....	....	27	37	
11	....	....	7	7	....	....	....	1	....	7	1	....	8	15	....	....	....	....	....	....	....	....	....	....	1	4	....	4	1	....	12	19	
12	24	29	7	6	....	7	....	....	....	4	1	....	32	46	....	....	....	1	....	....	....	....	....	....	....	....	....	....	1	2	34	47	
13	51	23	....	....	....	....	....	....	....	....	....	....	51	23	....	....	1	....	....	....	....	1	....	....	....	7	....	9	....	....	60	23	
14	30	26	6	9	....	4	....	....	....	2	....	....	36	41	....	....	1	....	....	....	....	....	1	....	....	1	....	2	1	....	1	38	43	
	182	155	30	41	1	20	....	1	....	18	4	....	217	235	....	....	2	6	....	2	1	1	....	1	22	....	25	10	4	1	246	246	492
15	27	19	8	6	....	....	....	....	....	2	....	....	35	27	....	....	1	1	....	....	....	....	....	....	....	....	....	1	1	3	2	39	30	
16	....	....	7	9	....	2	....	7	....	4	....	....	7	22	....	....	....	2	....	....	....	....	....	....	....	4	....	4	2	....	....	11	24	
17	17	24	4	12	2	9	....	....	....	6	1	....	24	51	....	....	....	1	....	....	....	1	....	....	....	1	....	1	2	....	1	25	54	
18	....	....	2	6	....	5	....	....	....	5	....	....	2	16	....	....	....	1	....	1	....	....	....	....	....	5	....	5	2	....	....	7	18	
19	15	30	2	11	1	3	....	4	....	2	2	....	17	50	....	....	....	3	....	....	....	1	....	....	....	1	....	1	4	2	1	20	55	
20	....	....	4	....	....	3	....	....	....	1	9	....	13	4	....	....	....	....	....	....	....	....	....	....	....	6	....	6	....	....	....	19	4	
21	19	29	6	10	....	5	....	....	....	4	....	....	25	48	....	....	....	1	....	....	....	1	....	....	....	....	....	....	2	....	....	25	50	
	75	102	33	54	3	27	....	11	....	24	12	....	123	218	....	....	1	9	....	1	....	3	....	....	17	....	18	13	5	4	146	235	381
22	....	....	3	2	....	6	....	1	....	1	5	....	8	10	....	....	....	4	....	....	....	....	....	1	1	....	1	5	....	1	9	16	
23	27	48	3	11	....	2	....	....	....	2	5	....	35	63	....	....	1	....	....	4	....	....	....	....	....	....	....	1	4	....	1	36	68	
24	....	....	2	14	....	6	....	1	....	4	4	....	6	25	....	....	....	2	....	....	....	1	....	....	....	....	....	....	3	....	....	6	28	
25	27	26	7	4	....	11	....	1	....	3	3	....	37	45	....	....	....	2	....	1	....	....	....	....	....	....	....	....	3	2	1	39	49	
26	51	10	4	13	....	2	....	....	....	3	2	....	57	28	....	....	4	2	1	....	....	1	....	....	3	....	8	3	1	....	66	31	
27	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	....	
28	53	38	15	15	....	3	....	2	....	2	3	....	71	60	....	....	....	2	....	....	....	2	....	1	2	....	2	5	1	1	74	66	
29	....	....	6	5	....	4	....	1	....	4	9	....	15	14	....	....	....	4	....	....	2	1	....	....	1	....	3	5	....	....	18	19	
30	20	29	1	5	1	....	....	....	....	1	2	....	24	35	....	....	....	1	....	....	....	....	....	....	....	....	....	1	....	....	24	36	
31	....	....	8	7	1	....	....	....	....	4	....	....	9	11	....	....	....	1	....	....	....	....	....	....	3	....	3	1	1	....	13	12	
	178	151	49	76	2	34	....	6	....	24	33	....	262	291	....	....	5	18	1	5	2	5	....	2	10	....	18	30	5	4	285	325	610
Tl.	538	550	149	244	9	91	....	21	....	83	57	....	753	989	....	....	10	48	1	8	3	12	....	5	65	....	79	73	16	9	848	1071	1919

FREIGHT LOADS—NOVEMBER, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—													
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	28	27	3	13	..	3	..	3	..	2	3	..	34	48	..	..	..	1	..	..	..	..	..	1	..	..	..	2	..	..	34	50	
2	..	..	6	1	..	1	..	..	..	2	1	..	7	4	..	..	2	3	..	..	..	..	1	..	7	..	10	4	3	..	20	7	
3	..	..	10	..	..	..	..	..	..	..	..	..	10	..	..	..	3	..	..	..	..	..	..	..	8	..	11	..	..	..	21	..	
4	26	29	9	13	..	5	..	..	..	3	..	..	35	50	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	36	50	
5	..	..	10	8	..	3	..	..	..	2	3	..	13	13	..	..	..	2	..	..	..	..	..	..	..	..	..	2	..	..	13	15	
6	25	29	2	9	1	3	1	..	..	2	4	..	33	43	..	..	..	4	..	..	..	..	..	1	7	..	7	5	1	..	41	48	
7	..	..	3	17	..	2	..	1	..	5	..	..	3	25	..	..	..	4	..	2	..	..	..	..	..	..	..	6	..	..	3	31	
	79	85	43	61	1	17	1	4	..	16	11	..	135	183	..	..	6	14	..	2	..	..	1	2	22	..	29	19	4	..	168	201	369
8	16	30	4	3	..	7	..	..	..	3	2	..	22	43	..	..	..	3	..	..	2	1	..	..	1	..	3	4	..	..	25	47	
9	..	32	5	7	..	4	..	..	..	1	2	..	7	44	..	..	..	5	..	..	..	..	..	..	13	..	13	5	..	..	20	49	
10	..	..	..	..	..	..	3	..	..	..	1	..	4	..	..	..	..	..	..	..	..	..	..	..	3	..	3	..	..	..	7	..	
11	12	30	10	11	..	7	..	3	..	4	1	..	23	55	..	..	..	4	..	..	..	..	..	..	2	..	2	4	..	1	25	60	
12	..	..	5	11	..	..	2	..	..	2	1	..	8	13	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	8	14	
13	7	23	6	10	..	3	1	..	..	3	4	..	18	39	..	..	2	1	..	2	..	..	2	1	3	..	7	4	..	..	25	43	
14	..	..	3	10	..	2	1	..	..	3	1	..	5	15	..	..	..	4	..	1	..	..	..	1	..	..	..	6	..	..	5	21	
	35	115	33	52	..	25	7	3	..	16	12	..	87	209	..	..	2	18	..	3	2	1	2	2	22	..	28	24	..	1	115	234	349
15	12	26	1	16	1	4	2	..	..	4	2	..	18	50	8	..	..	2	..	1	..	..	1	1	2	..	11	4	..	..	29	54	
16	..	..	..	5	..	4	1	..	..	2	1	..	2	11	3	..	..	2	..	2	..	..	..	..	5	..	8	4	1	1	11	16	
17	6	30	..	..	..	2	..	..	..	..	..	..	6	32	..	..	..	..	..	1	..	..	..	..	..	..	..	1	..	..	6	33	
18	..	..	..	10	..	2	..	2	..	4	2	..	2	18	7	..	..	2	..	..	..	1	..	..	..	..	7	3	3	..	12	21	
19	6	27	..	8	..	1	..	1	..	2	2	..	8	39	5	..	..	1	..	..	..	..	..	..	..	..	5	1	..	..	13	40	
20	..	..	..	3	1	1	2	..	..	5	..	..	3	9	5	..	..	2	..	..	..	..	..	..	..	..	5	2	..	..	8	11	
21	7	29	5	11	..	4	1	..	..	3	4	..	17	47	2	..	..	4	..	1	..	..	..	..	6	..	8	5	..	..	25	52	
	31	112	6	53	2	18	6	3	..	20	11	..	56	206	30	..	..	13	..	5	..	1	1	1	13	..	44	20	4	1	104	227	331
22	5	30	..	7	..	4	3	..	..	1	..	..	8	42	5	..	1	3	..	..	..	..	..	1	2	..	8	4	..	..	16	46	
23	..	..	..	4	..	5	..	..	..	3	3	..	3	12	5	..	1	2	..	..	..	1	..	..	6	..	12	3	..	..	15	15	
24	16	29	3	..	..	..	6	..	..	..	3	..	28	29	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	28	29	
25	..	29	3	7	1	8	..	1	..	2	..	..	4	47	7	..	..	4	..	..	..	..	..	..	3	..	10	4	..	2	14	53	
26	19	29	1	4	..	6	2	2	..	2	4	..	26	43	1	..	2	1	..	..	..	..	..	1	1	..	4	2	..	3	33	45	
27	..	..	..	7	..	7	7	..	..	8	2	..	9	22	3	..	..	1	..	..	..	1	..	..	4	..	8	1	..	..	17	29	
28	16	20	4	7	..	7	8	..	..	..	1	..	29	34	..	..	..	4	..	1	..	..	..	..	..	..	..	5	..	..	29	39	
29	..	..	..	4	..	1	..	..	..	3	..	..	..	8	7	..	..	1	..	..	..	..	..	..	4	..	11	1	1	..	12	9	
30	16	22	..	5	..	6	8	..	..	3	5	..	29	36	..	..	..	4	..	1	..	1	..	..	3	..	3	6	..	..	32	42	
31	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	
	72	159	11	45	1	44	34	3	..	22	18	..	136	273	28	..	4	20	..	2	1	2	..	2	23	..	56	26	1	5	196	303	499
Tl.	217	471	93	211	4	102	48	13	..	74	52	..	414	871	58	..	12	65	..	12	3	4	4	7	80	..	157	89	9	7	583	965	1548

FREIGHT LOADS—DECEMBER, 1901.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	C.B.& Q.		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.&A.		I. T.		Local		Total		Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	...	...	...	...	...	5	...	...	...	...	1	..	1	5	...	...	...	...	...	...	...	...	...	...	4	..	4	...	...	...	5	5	
2	14	54	...	7	...	...	5	2	...	4	...	..	19	67	4	...	...	1	...	...	...	...	...	...	1	..	5	1	...	...	24	68	
3	...	...	...	9	...	6	4	1	...	4	3	..	7	20	1	...	...	3	...	1	...	...	...	...	7	..	8	4	2	..	17	24	
4	22	29	...	5	1	1	14	...	...	1	7	..	44	36	2	...	...	3	...	...	...	...	...	...	2	..	4	3	..	1	48	40	
5	...	...	...	12	1	3	3	...	...	4	3	..	7	19	2	...	...	1	...	...	...	1	...	1	2	..	4	3	..	..	11	22	
6	6	29	5	9	...	5	9	...	...	2	3	..	23	45	3	...	...	...	...	...	...	...	...	...	5	..	8	...	1	..	32	45	
7	...	...	...	16	...	2	...	...	...	2	1	..	1	20	6	...	...	5	...	...	...	...	...	1	...	..	6	6	...	..	7	26	
	42	112	5	58	2	22	35	3	...	17	18	..	102	212	18	...	...	13	...	1	...	1	...	2	21	..	39	17	3	1	144	230	374
8	22	28	3	..	1	...	12	...	...	...	...	..	38	28	...	...	2	...	...	...	...	...	...	...	12	..	14	...	2	..	54	28	
9	...	29	1	7	...	4	...	2	...	5	1	..	2	47	...	...	...	2	...	...	...	...	...	...	...	..	...	2	...	..	2	49	
10	12	24	2	2	1	4	2	...	...	2	6	..	23	32	1	...	...	2	...	2	1	...	1	...	2	..	5	4	...	..	28	36	
11	...	...	1	5	...	2	3	...	...	3	2	..	6	10	1	...	...	4	...	...	6	...	...	...	2	..	3	10	3	..	12	20	
12	15	46	...	6	1	2	2	3	...	5	1	..	19	62	2	...	...	2	...	1	...	4	6	...	...	..	8	7	1	..	28	69	
13	...	...	...	13	...	4	3	...	...	5	1	..	4	22	2	...	...	1	...	...	...	5	...	1	...	..	2	7	...	..	6	29	
14	23	20	1	6	...	...	...	1	...	4	2	..	26	31	...	...	...	2	...	...	...	...	...	1	...	..	...	3	1	..	27	34	
	72	147	8	39	3	16	22	6	...	24	13	..	118	232	6	...	2	13	...	3	1	15	7	2	16	..	32	33	7	..	157	265	422
15	...	...	2	..	...	5	...	...	...	...	...	..	2	5	...	...	1	...	...	1	...	...	...	...	5	..	6	1	...	..	8	6	
16	26	28	..	7	...	2	...	...	...	2	...	..	26	39	...	...	...	...	...	1	...	8	...	...	...	..	...	9	...	..	26	48	
17	...	...	3	23	...	2	...	...	...	4	3	..	6	29	...	...	2	...	...	...	...	...	...	...	...	..	...	2	...	1	6	32	
18	12	22	4	6	...	3	2	...	...	1	2	..	20	32	4	...	...	...	...	...	...	...	...	...	4	..	8	...	...	..	28	32	
19	4	21	...	11	...	3	...	...	...	2	2	..	6	37	2	...	...	...	...	1	2	1	...	...	1	..	5	2	...	..	11	39	
20	...	15	...	1	...	6	...	...	...	3	...	..	...	25	1	29	...	2	...	1	...	1	...	...	...	..	1	33	...	1	2	59	
21	9	...	...	2	...	1	...	...	...	6	2	..	11	9	3	33	...	1	...	2	...	...	...	...	4	..	7	36	1	..	19	45	
	51	86	9	50	...	22	2	...	...	18	9	..	71	176	10	62	1	5	...	6	2	10	...	...	14	..	27	83	1	2	100	261	361
22	...	17	...	...	...	2	...	...	...	...	1	..	1	19	...	24	...	...	...	2	...	...	...	...	...	..	...	26	7	1	8	46	
23	22	28	...	3	...	3	4	...	...	1	1	..	27	35	5	39	...	...	...	...	...	...	...	...	...	..	5	39	...	..	32	74	
24	13	22	...	5	...	4	2	...	...	6	6	..	21	37	1	36	1	...	...	...	...	4	...	1	3	..	5	41	...	..	26	78	
25	17	...	...	...	...	...	...	...	...	...	3	..	20	...	9	37	...	...	...	...	...	...	...	...	10	..	...	...	1	..	40	37	
26	...	25	...	5	...	6	...	...	...	3	1	..	1	39	1	...	...	1	...	7	...	...	...	...	...	..	1	8	1	1	3	48	
27	12	23	1	9	...	3	6	...	...	3	2	..	21	38	2	30	...	...	...	4	...	...	...	...	2	..	4	34	...	..	25	72	
28	...	30	3	1	...	6	...	...	...	8	4	..	7	45	2	18	...	1	...	5	...	...	...	3	2	..	4	27	...	..	11	72	
29	28	49	...	...	...	3	...	...	...	...	3	..	31	52	...	16	...	...	...	...	...	...	...	...	2	..	2	16	4	..	37	68	
30	...	29	1	19	...	8	10	...	...	5	6	..	17	61	...	22	...	...	...	1	...	1	...	1	...	...	...	25	2	..	19	86	
31	23	...	...	10	1	4	...	...	...	5	2	..	26	19	...	12	1	...	...	...	...	4	...	...	2	..	2	17	3	2	31	38	
	115	263	5	52	1	39	22	...	...	31	29	..	172	345	20	234	1	3	...	19	..	9	...	5	21	..	23	233	18	4	232	619	851
Tl.	280	608	27	199	6	99	81	9	...	90	69	..	463	965	54	296	4	34	...	29	3	35	7	9	72	..	121	366	29	7	633	1375	2008

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—															
	C.B.&Q. K. LINE		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	...	31	...	1	....	6	3	...	....	7	2	..	5	45	...	22	..	1	....	1	..	8	....	..	..	..	..	32	..	..	5	77	82
2	8	56	...	3	....	2	...	1	....	6	..	..	8	68	4	25	..	..	....	2	..	24	....	..	..	..	4	51	1	..	13	119	132
3	14	27	3	2	....	1	..	..	....	3	1	..	18	33	..	..	2	1	....	..	..	..	....	..	7	..	9	1	..	..	27	34	61
4	9	28	...	1	....	4	2	5	....	7	1	..	12	45	1	12	..	1	....	..	..	9	....	..	7	..	8	22	..	1	20	68	88
5	...	52	...	..	....	6	2	..	....	..	8	..	10	58	..	..	..	..	....	1	..	..	....	1	2	..	3	1	1	..	14	59	73
6	13	...	...	8	....	6	..	..	....	5	1	..	14	19	2	16	..	3	....	..	..	24	....	..	..	..	2	43	..	..	16	62	78
7	...	61	...	2	1	3	1	..	....	3	4	..	6	69	1	..	..	..	....	..	..	..	....	1	2	..	3	1	1	..	10	70	80
	44	255	3	17	1	28	8	6	...	31	17	..	73	337	8	75	2	6	....	4	..	65	1	1	18	..	29	151	3	1	105	489	594
8	18	48	...	5	....	9	..	..	....	3	2	..	20	65	2	12	2	1	....	..	..	..	....	..	6	..	10	13	2	..	32	78	110
9	11	28	...	6	....	9	2	..	....	3	3	..	16	46	..	..	..	..	....	..	..	10	....	..	..	..	..	10	2	..	18	56	74
10	7	60	...	8	....	4	2	2	....	6	4	..	13	80	4	..	..	3	....	..	..	17	....	1	..	..	4	21	..	..	17	101	118
11	...	30	...	7	....	2	1	..	....	3	3	..	4	42	4	..	..	..	....	..	..	8	....	..	11	..	15	8	1	..	20	50	70
12	24	48	1	..	....	3	4	..	....	..	4	..	33	51	..	10	2	..	....	..	..	..	....	..	..	..	2	10	..	..	35	61	96
13	...	23	...	7	....	1	..	..	....	2	1	..	1	33	2	..	..	1	....	..	..	2	....	1	2	..	4	4	..	1	5	38	43
14	29	23	1	6	1	5	..	..	....	2	9	..	40	36	1	..	..	4	....	..	..	..	....	1	4	..	6	4	..	..	46	40	86
	89	260	2	39	1	33	9	2	...	19	26	..	127	353	13	22	4	9	....	..	..	37	1	2	23	..	41	70	5	1	173	424	597
15	...	28	...	12	....	4	3	1	....	1	3	..	6	46	3	..	..	..	....	6	..	..	....	1	..	..	3	7	..	..	9	53	62
16	24	30	...	2	....	4	1	..	....	2	2	..	27	38	1	12	1	3	....	..	..	22	....	..	2	..	4	37	1	..	32	75	107
17	18	62	...	9	....	8	2	7	....	3	2	..	22	89	1	9	..	1	....	1	..	7	....	..	12	..	13	18	..	..	35	107	142
18	23	36	...	6	....	1	..	..	....	5	4	..	27	48	5	16	1	..	....	..	..	20	....	..	10	..	16	36	..	..	43	84	127
19	...	28	1	..	....	5	..	..	....	..	10	..	11	33	..	12	..	..	....	1	..	..	....	..	2	..	2	13	..	..	13	46	59
20	15	29	...	9	....	4	2	..	....	3	1	..	18	45	2	23	..	2	....	..	..	18	....	..	1	..	3	43	..	..	21	88	109
21	...	27	4	8	1	2	..	2	....	4	7	..	12	43	..	..	..	2	....	..	..	..	....	1	..	..	..	3	..	..	12	46	58
	80	240	5	46	1	28	8	10	...	18	29	..	123	342	12	72	2	8	....	8	..	67	..	2	27	..	41	157	1	..	165	499	664
22	10	30	1	3	....	2	3	..	....	2	6	..	20	37	1	18	..	3	....	1	..	..	....	..	1	..	2	22	..	..	22	59	81
23	...	30	1	3	....	7	2	..	....	3	4	..	7	43	..	..	..	..	....	..	..	4	....	..	..	..	..	4	..	..	7	47	54
24	14	31	...	2	....	3	..	..	....	1	2	..	16	37	5	..	1	2	....	..	..	14	....	1	..	..	6	17	..	..	22	54	76
25	...	29	...	4	....	1	1	..	....	2	4	..	5	36	4	..	1	1	....	..	..	6	....	..	4	..	9	7	..	2	14	45	59
26	22	..	2	..	....	..	1	..	....	..	1	..	26	..	..	..	1	..	....	..	..	..	....	..	3	..	4	..	5	..	35	..	35
27	...	50	...	11	1	1	..	..	....	5	1	..	2	67	7	..	..	1	....	..	..	3	....	..	..	..	7	4	..	..	9	71	80
28	17	25	1	10	....	1	1	..	....	3	5	..	24	39	..	..	..	1	....	..	1	..	....	..	3	..	4	1	..	..	28	40	68
29	...	..	1	9	....	..	..	..	....	3	7	..	8	12	..	..	..	..	....	2	..	8	....	1	..	..	..	11	1	..	9	23	32
30	9	27	...	9	....	1	..	..	....	5	4	..	13	41	7	..	..	..	....	..	..	23	....	..	4	..	11	23	4	..	28	64	92
31	30	28	...	6	....	4	..	3	....	5	5	..	35	46	2	..	..	2	....	2	..	10	....	..	3	..	5	14	..	..	40	60	100
	102	250	6	57	1	20	8	3	...	29	39	..	156	358	26	18	3	10	....	5	1	68	..	2	18	..	48	103	10	2	214	463	677
Tl.	315	1005	16	159	4	109	33	21	...	97	111	..	479	1390	59	187	11	33	....	17	1	237	2	7	86	..	159	481	19	4	657	1875	2532

FREIGHT LOADS—FEBRUARY, 1902.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—														
	K. LINE		BIG 4		C.P.&ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.&ST.L.		C.& A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1	...	26	...	8	...	6	2	1	...	6	2	..	4	47	2	...	..	3	...	3	..	12	...	..	3	..	5	18	..	1	9	66	75
2	...	...	1	...	...	...	1	4	...	...	4	..	6	4	...	...	..	...	...	...	..	...	...	..	1	..	1	...	..	..	7	4	11
3	15	...	...	9	...	1	...	...	...	3	2	..	17	13	4	...	..	1	...	...	..	2	...	..	...	..	4	3	..	..	21	16	37
4	...	22	...	16	...	1	1	...	...	3	5	..	6	42	1	...	..	1	...	1	..	5	...	..	...	..	1	7	1	..	8	49	57
5	16	44	...	4	...	2	2	...	...	2	12	..	30	52	2	...	..	...	...	...	..	3	...	..	...	..	2	3	..	..	32	55	87
6	...	...	...	6	...	...	...	...	...	5	3	..	3	11	4	...	..	1	...	...	..	21	...	1	4	..	8	23	..	..	11	34	45
7	46	28	...	12	...	7	...	...	...	3	...	..	46	50	...	...	..	...	...	1	..	11	...	..	...	..	...	12	2	..	48	62	110
	77	120	1	55	...	17	6	5	...	22	28	..	112	219	13	...	..	6	...	5	..	54	...	1	8	..	21	66	3	1	136	286	422
8	25	7	1	4	...	3	...	1	...	1	5	..	31	16	2	...	..	...	...	...	..	...	...	2	8	..	10	2	..	1	41	19	60
9	...	...	2	...	...	4	1	...	...	...	2	..	5	4	...	...	1	...	...	1	..	...	...	...	4	..	5	1	..	..	10	5	15
10	28	27	...	8	...	6	...	...	...	1	...	..	28	42	1	...	..	3	...	3	..	...	...	...	...	..	1	6	1	..	30	48	78
11	...	...	1	5	...	4	...	...	...	2	3	..	4	11	...	...	..	1	...	...	..	4	...	..	1	..	1	5	..	..	5	16	21
12	23	29	...	3	...	2	2	...	...	4	3	..	28	38	2	...	1	2	...	...	..	...	...	..	4	..	7	2	..	..	35	40	75
13	...	...	...	14	...	6	...	...	...	5	1	..	1	25	2	...	..	1	...	...	..	5	...	1	7	..	9	7	6	1	16	33	49
14	11	46	...	10	...	6	...	...	...	2	4	..	15	64	4	...	..	2	...	...	..	10	...	1	3	..	7	13	2	..	24	77	101
	87	109	4	44	...	31	3	1	...	15	18	..	112	200	11	...	2	9	...	4	..	19	...	4	27	..	40	36	9	2	161	238	399
15	...	...	...	5	...	5	...	...	...	7	1	..	1	17	2	...	..	2	...	1	..	...	...	1	4	..	6	4	8	..	15	21	36
16	7	29	...	...	...	3	...	...	...	...	1	..	8	32	...	...	..	...	...	1	..	...	...	...	4	..	4	1	3	..	15	33	48
17	...	24	1	20	...	2	5	...	...	1	6	..	12	47	3	...	..	...	...	...	..	7	...	...	...	..	3	7	2	..	17	54	71
18	16	20	...	13	...	3	2	...	...	2	6	..	24	38	6	...	..	2	...	...	..	1	...	...	...	..	6	3	..	1	30	42	72
19	...	...	...	4	...	8	...	1	...	5	5	..	5	18	5	...	..	3	...	1	..	...	...	...	4	..	9	4	1	..	15	22	37
20	13	27	...	6	...	6	...	...	...	6	2	..	15	45	3	...	..	1	...	...	..	4	...	1	...	..	3	6	4	..	22	51	73
21	...	...	...	11	...	8	2	...	...	4	5	..	7	23	...	...	2	...	...	...	..	...	...	...	...	..	2	...	..	1	9	24	33
	36	100	1	59	...	35	9	1	...	25	26	..	72	220	19	...	2	8	...	3	..	12	...	2	12	..	33	25	18	2	123	247	370
22	16	30	...	3	...	2	4	2	...	4	1	..	21	41	4	...	..	1	...	...	..	6	...	...	...	..	4	7	..	..	25	48	73
23	41	14	...	...	1	2	...	...	...	...	2	..	44	16	...	...	..	...	...	...	..	...	...	...	...	..	...	...	..	..	44	16	60
24	26	34	...	11	...	3	...	...	...	4	2	..	28	52	6	...	1	...	...	...	..	...	...	1	...	..	7	2	1	..	36	54	90
25	33	24	...	13	...	6	...	...	...	3	5	..	38	46	4	...	..	1	...	...	..	2	...	...	1	..	5	3	2	..	45	49	94
26	59	20	...	4	...	2	...	...	...	3	3	..	62	29	2	...	1	3	...	...	..	...	...	...	1	..	4	3	5	..	71	32	103
27	45	10	2	5	...	5	1	...	...	3	1	..	49	23	1	...	..	2	...	...	..	...	...	1	2	..	3	3	4	..	56	26	82
28	...	27	...	4	...	1	...	...	...	2	4	..	4	34	7	...	1	...	...	1	..	1	...	...	4	..	12	2	...	..	16	36	52
29	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...
30	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...
31	...	...	...	...	...	...	...	...	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...	...	..	...	...	...	..	...	...	...
	220	159	2	40	1	21	5	2	...	19	18	..	246	241	24	...	3	6	...	1	..	10	...	2	8	..	35	20	12	..	293	261	554
Tl.	420	488	8	198	1	104	23	9	...	81	90	..	542	880	67	...	7	29	...	13	..	95	...	9	55	..	129	147	42	5	713	1032	1745

FREIGHT LOADS—MARCH, 1902.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C.P.& ST.L. E	C.P.& ST.L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	Local E	Local W	Total E	Total W
1	10	29		5		3			2	4			14	39
2						5				3			3	5
3	12	30		6		2		1		2	1		13	41
4		28		2		3				2	6		6	35
5	10	38		3		4		1		3	3		13	49
6				4		5				6	4		4	15
7	15	30		4		1				3	3		18	38
	47	155		24		23		2		18	24		71	222
8				6		1		1		4	1		1	12
9		47			1	6					4		5	53
10	25	23		6		1				5	2		27	35
11		27		8						2	2		2	37
12	13	23		5						6	6		19	34
13				8		4		3		1	2		2	16
14	15	28		3		5				4	4		19	40
	53	148		36	1	17		4		22	21		75	227
15			1	4		6				3	1		2	13
16	14	28											14	28
17		21		5		1				1	4		4	28
18	3	25		4	1					2	4		7	32
19				6		7				2	3		3	15
20	5	50		8		5	1			2	6		12	65
21			1	8		2				5	5		6	15
	22	124	2	35	1	21	1			15	23		48	196
22	29	24		9			1	2		4	4		34	39
23					1	5	1				1		3	5
24	14	55		7		5				4			14	71
25			1	7		6	2			2	3		6	15
26	13	30		4		10				3	2		15	47
27			1	7				1		3	5		7	10
28	19	29		6				1		3	6		25	39
29		30	1	6		1		4		1	2		3	42
30	19	28		4									19	32
31				2						5	7		7	7
	94	196	3	52	1	27	5	7		25	30		133	307
Tl.	216	623	5	147	3	88	6	13		80	98		327	962

M. K. & T. Interchange with—

	C.B.& Q. E	C.B.& Q. W	BIG 4 E	BIG 4 W	C.P.& ST.L. E	C.P.& ST.L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	Local E	Local W	Total E	Total W	Local E	Local W	Total E	Total W	Total Moved
1	3			1				1					3	2			17	41	58
2							1	1			6		6	2	2		11	7	18
3	14			2				1					14	3			27	44	71
4	5	3		2									5	5			11	40	51
5		2		1							2		2	3	4	1	19	53	72
6				2			1						7	5			11	20	31
7	4	4	1	2				2			15		20	8			38	46	84
	33	11	1	10		2		5			23		57	28	6	1	134	251	385
8	2	4	1	1				1			2		5	6	1		7	18	25
9																	5	53	58
10	7	4		2									7	6	1		35	41	76
11	2			1		2		2					2	5	1		5	42	47
12	2							2		1	10		12	3			31	37	68
13	3		1	2				3	2		7		13	5			15	21	36
14	1	2		2						1			1	5	1		21	45	66
	17	10	1	8		2		8	2	2	19		40	30	4		119	257	376
15	1		1	2							10		12	2			14	15	29
16																	14	28	42
17	5	5		2		1							5	9			9	37	46
18	3			2				1			5		8	3	2		17	35	52
19	5			1				1		1			5	3			8	18	26
20	2			3		1					2		2	12	5		19	77	96
21	4		1	1				2			3		8	3			14	18	32
	20	5	2	11		2		13		1	18		40	32	7		95	228	323
22	3			3					1	1	6		10	4	2	1	46	44	90
23						1		4			4		4	5			7	10	17
24	7	7		1									7	8	2		23	79	102
25	8					1		3			1		9	4			15	19	34
26	4			3				9			1		5	12		1	20	60	80
27	5			2				3		1			5	6	3		15	16	31
28	3			2				6		1			3	9	1	5	29	53	82
29	1	5		2				4			2		3	11		3	6	56	62
30		3						1						4			19	36	55
31				2				1			2		10	3	5	5	22	15	37
	39	15		15				31	1	3	16		56	66	13	15	202	388	590
Tl.	109	41	4	44		8		57	3	6	76		198	156	30	19	526	1134	1674

FREIGHT LOADS—APRIL, 1902.

FREIGHT LOADS—APRIL, 1902.

	St. L. K. & N. W. Interchange with—																M. K. & T. Ry. Co. Interchange with—																				
	K.		LINE		BIG 4		C.P.&ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C. P.&ST.L.		C.&A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1	29	27	1	6							5	5			35	38	7			4			8				7	12	3	6	45	56	101
2				5		1					7	1			1	13	6	3		1			4		1	12	18	9			19	22	41
3	12	29		4		1	2				3	1			15	37	7	2					8		1	2	9	11	2		26	48	74
4				4		1					3	10			10	8	6		1	1		1	15		3	6	13	20	1	5	24	33	57
5	13	28	2	3		1	1				5	6			22	37	5			2		1	6		3	7	12	12		7	34	56	90
6		29														29										3	3		2	1	5	30	35
7	16	30		7							3	2			18	40	9					3	18		4		9	25			27	65	92
	70	143	3	29		4	3				26	25			101	202	40	5	1	8		5	59		12	30	71	89	8	19	180	310	490
8				5				1			6	7			7	12	2	3					3		3		2	9		4	9	25	34
9	17	50		4		1	2				2	4			23	57	1	1					5		3	3	4	9		7	27	73	100
10				3			2				6	2			4	9	6	2		3			4	1		6	13	9	2		19	18	37
11	6	28		3							7	2			8	38	7		1				2		2	3	11	4	6	2	25	44	69
12				15		1										16	4	2	3	1		1	5			3	10	9	1		11	25	36
13	17	30				1									17	31	1		1						4	4	6	4	6		29	35	64
14		25		11				2			4					42	7	4							1		7	5		1	7	48	55
	40	133		41		3	4	3			25	15			59	205	28	12	5	4		1	19	1	13	19	53	49	15	14	127	268	395
15	6	23		6	1		2				6	2			11	35	2	2					3		1	3	5	6	4		20	41	61
16				4			3				3	2			5	7	7						5		4		7	10	1		13	17	39
17	11	29		8			2				3	1			14	40	8			1	1	1				4	13	2			27	42	69
18				4			3				3				3	7	4	1		1			5		1	5	9	8	2	2	14	17	31
19	23	27		5							4	2			25	36	5			1			6		2	3	8	9	3	3	36	48	84
20							2					6			8							1	3			4	4	4			12	4	16
21	30	30		4		2					1				30	37	17	1							4		17	5	1	1	48	43	91
	70	109		31	1	2	12				20	13			96	162	43	4		3	1	3	22		12	19	63	44	11	6	170	212	382
22		25		4			1				3	2			3	32	2	3	1				4		2	1	4	9	2	1	9	42	51
23	9	17		8	1						2	2			12	27	2	2				1			2	6	8	5		1	20	33	53
24				1	1		2				4	1			4	5	5			1			7		3		5	11	3		12	16	28
25	8	30		6		2					3	1			9	41	3	2					10		3	11	14	15			23	56	79
26				6		1	1				3	3			4	10	7	1				1	1		1	4	11	4		1	15	15	30
27	17	30	3				2		1			1			24	30			1				8			7	8	8			32	38	70
28			2	3	1			2			2	2			5	7	8	1					3		3		8	7	9		22	14	36
29	8	29	1	5							3	3			12	37	1	2					8		4	1	2	14			14	51	65
30				1							5	1			1	6	6	2		1			8		4	4	10	15		1	11	22	33
31																																			
	42	131	6	34	3	3	6	2	1	25	16		74	195	34	13	2	2			2		49		22	34	70	88	14	4	158	287	445
Tl	222	516	9	135	4	12	25	5	1	96	69		330	764	145	34	8	17	1	11		149	1	59	102		257	270	48	43	635	1077	1712

	St. L. K. & N. W. Interchange with—																M. K. & T. Interchange with—																	
	K. LINE		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	28	30	1	5		3	5			2	1		35	40	2					1		1		4	4		6	6			41	46	87
2						1	2			5	3		5	6	4	1						7		1			4	9			9	15	24
3	22	30		3			4			2	1		27	35	10			1				2		2			10	5	1		38	40	78
4			3								1		4				1								4		5				9		9
5	7	30		7						4	1		8	41	13	3		1				6		2			13	12		5	21	58	79
6		30	2	3		1	2			1	1		5	35	7									1			7	1		2	12	38	50
7	17	25		7						3	2		19	35	9			1				2		2	5		14	5	1	1	34	41	75
	74	145	6	25		5	13			17	10		103	192	45	4	1	3		1		18		12	13		59	38	2	8	164	238	402
8			1	3			1			1	4		6	4	5		2	1				3		4	14		21	8	5	1	32	13	45
9	15		1	1		3				4	3		19	8	4	1								4	2		6	5		3	25	16	41
10		21		9		1	3				2		5	31	2	3		3				2		2	9		11	10			16	41	57
11	9		1		1		2			3			13	3								3			4		4	3		1	17	7	24
12		20		4		3				3	5		5	30	7	4						1		4			7	9		1	12	40	52
13	6	30	1	4		5	1			2	2		10	41	7			1						2	2		9	3	1	2	20	46	66
14				5	1		1			3	1		3	8	6	2	1					1			5		12	3	4	1	19	12	31
	30	71	4	26	2	12	8			16	17		61	125	31	10	3	5				10		16	36		70	41	10	9	141	175	316
15	17			2			2	2		6	3		22	10	4	4	1					1		6	4		9	11		1	31	22	53
16		25		6						3	1		1	34	10	3						2		2			10	7	1	1	12	42	54
17	23			1						7			23	8	7	5		1		1				2			7	9	2	1	32	18	50
18		25	3					1			1		5	26			1								3		4				9	26	35
19	12	31		4		1				3			12	39	26	7								4			26	11	5	3	43	53	96
20			2	4	1	1				4	3		6	9	7		1							4			8	4	4	2	18	15	33
21	21	29		13						3			21	45	5									5	7		12	5	2	2	35	52	87
	73	111	5	30	1	2	3	2		26	8		90	171	59	19	3	1		1		3		23	14		76	47	14	10	180	228	408
22				4		1		2	1	3	1		2	10	11	3				1				1	10		21	5	1	6	24	21	45
23	31	42		9				1		3	1		32	55	8	1		1		1				7	1		9	10		3	41	68	109
24			1	9						3	1		2	12	12							1		1	7		19	2	4	2	25	16	41
25	21	30											21	30								3						3		2	21	35	56
26	23	27	1	9						4	3		27	40	19	2	2							1	2		23	3	1	5	51	48	99
27			1	1						3	3		4	4	1	2		1						2	1		2	5	1	1	7	10	17
28	25	22		6						6	3		28	34	5							4		1			5	5	4	1	37	40	77
29	55	10		5						6	5		60	21	7	2	2	1		1		2			3		12	6	4		76	27	103
30	24	11		9		1				3	2		26	24	16					2				1			16	3	5		47	27	74
31				6		1	1			5	3		4	12	12	3									5		17	3		1	21	16	37
	179	142	3	58		3	1	3	1	36	22		206	242	91	13	4	3		5		10		14	29		124	45	20	21	350	308	658
T'l	356	409	18	139	3	22	25	5	1	95	57		460	730	226	46	11	12		7		41		65	92		329	171	46	48	835	940	1784

	K. LINE		BIG 4		C.P. & ST. L.		C. & A.		I. T.		Local		Total		C. B. & Q.		BIG 4		C.P. & ST. L.		C. & A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1	22	15	1	...	...	...	...	...	...	...	1	...	24	15	...	...	...	...	...	1	...	...	3	...	10	...	13	1	...	1	37	17	54
2	...	...	...	4	...	2	...	...	...	5	...	...	...	11	17	...	...	...	...	1	...	3	...	...	...	...	17	4	5	2	22	17	39
3	17	31	1	6	...	3	...	...	...	1	5	...	23	41	15	...	...	...	...	...	...	...	...	1	4	...	19	1	...	2	42	44	86
4	...	...	...	5	...	...	...	...	...	3	6	...	6	8	10	1	1	...	...	...	...	...	...	1	6	...	17	2	1	5	24	15	39
5	16	31	...	4	...	5	3	...	...	9	1	...	20	49	3	1	...	1	...	...	...	...	...	...	6	...	9	2	...	4	29	55	84
6	...	...	2	3	...	...	3	...	...	4	3	...	8	7	9	1	2	...	...	...	...	...	...	...	6	...	17	1	...	2	25	10	35
7	26	28	...	2	...	...	...	...	...	1	4	...	30	31	8	1	2	...	...	1	...	...	...	2	4	...	14	4	6	2	50	37	87
	81	105	4	24	...	10	6	...	...	23	20	...	111	162	62	4	5	1	...	3	...	3	3	4	36	...	106	15	12	18	229	195	424
8	27	...	2	...	1	...	...	...	...	...	6	...	36	...	...	...	...	...	...	...	...	...	...	...	10	...	...	...	...	4	46	4	50
9	29	20	1	10	...	...	...	...	...	2	2	...	32	32	17	2	...	...	...	...	...	...	...	...	...	...	17	2	1	2	50	36	86
10	34	22	...	4	...	...	...	...	...	4	2	...	36	30	1	1	1	...	...	...	...	1	1	3	3	...	6	5	2	4	44	39	83
11	36	11	...	7	...	...	1	...	...	3	2	...	39	21	11	1	...	...	...	...	...	...	1	...	4	...	16	1	1	3	56	25	81
12	...	...	...	2	1	1	...	...	...	...	2	9	3	12	4	1	...	1	...	...	...	...	1	...	...	...	4	3	5	1	12	16	28
13	26	25	...	5	...	...	1	...	...	7	2	7	29	44	5	1	...	...	...	...	...	...	...	1	...	1	6	1	...	...	35	45	80
14	44	7	...	5	...	...	...	...	...	...	1	8	45	20	13	...	...	...	...	...	...	1	...	1	...	...	13	2	2	...	60	22	82
	196	85	3	33	2	1	2	...	...	16	17	24	220	159	51	6	1	1	...	...	...	2	2	5	18	...	62	14	11	14	393	187	490
15	51	16	...	2	...	...	1	...	...	...	...	6	52	24	...	...	...	1	...	...	...	...	...	...	...	...	...	1	...	...	52	25	77
16	25	11	1	13	1	...	...	...	...	4	10	8	37	36	8	...	...	...	...	...	...	...	3	1	...	...	11	1	3	...	51	37	88
17	28	13	...	6	...	...	...	...	...	2	5	5	33	26	6	...	...	1	...	...	...	...	...	1	...	...	6	2	2	2	41	30	71
18	49	12	...	2	...	...	...	...	...	3	2	...	51	17	9	...	...	...	...	...	...	...	...	...	...	...	9	...	...	...	60	17	77
19	...	...	...	15	...	...	...	...	...	9	1	...	1	24	10	1	...	...	...	1	...	...	...	1	...	...	10	3	1	...	12	27	39
20	41	29	...	11	...	2	...	...	...	4	2	1	43	47	8	1	...	...	...	...	1	...	1	...	2	...	12	1	...	...	55	48	103
21	44	17	...	7	...	2	...	...	...	...	2	...	46	26	14	2	...	...	...	...	1	1	...	1	2	...	16	3	...	...	62	29	91
	238	98	...	56	1	4	1	...	...	22	22	20	263	200	55	4	...	2	...	1	1	...	4	4	4	...	64	11	6	2	333	213	546
22	18	20	...	...	...	...	1	...	...	...	5	...	24	20	...	...	...	...	...	...	...	...	...	...	12	...	...	...	...	...	36	20	56
23	...	...	...	12	...	2	...	...	...	6	1	...	1	20	17	2	...	...	...	...	...	...	...	2	...	...	17	4	...	...	18	24	42
24	34	28	1	3	...	...	...	...	...	7	4	...	39	38	8	...	...	1	...	...	...	...	1	...	3	...	11	2	2	...	52	40	92
25	...	...	...	8	...	1	...	...	...	5	3	...	3	14	18	...	...	...	...	...	...	...	...	...	...	...	18	...	...	1	21	15	36
26	24	40	...	5	...	...	...	...	...	3	1	...	25	48	10	...	...	1	...	...	...	...	...	1	4	...	14	2	...	...	39	50	89
27	...	...	...	5	...	2	...	...	1	6	1	...	2	13	11	...	...	...	...	1	...	...	...	...	...	...	11	1	...	...	13	14	27
28	30	34	...	7	...	...	...	...	...	...	3	...	33	41	6	2	1	...	...	...	1	...	2	2	2	10	6	...	...	43	47	90
29	...	...	1	...	...	...	...	...	...	...	3	...	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	4	...	4
30	28	35	...	2	...	...	1	...	...	1	2	...	...	...	11	...	...	...	...	1	...	...	1	...	...	...	...	...	...	...	41	41	82
31	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tl	134	157	2	42	...	5	2	...	1	27	22	2	131	194	81	4	1	2	...	2	1	...	1	6	21	2	81	15	2	1	267	251	518

FREIGHT LOADS—JUNE, 1902

St. L. K. & N. W. Interchange with—

M. K. & T. Interchange with—

2819

FREIGHT LOADS—JULY, 1902.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—													
	K. LINE		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.&ST.L.		C.&A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1	29	13	...	4	...	...	...	...	...	...	3	...	32	17	6	3	...	...	...	...	...	...	2	...	...	6	5	...	...	38	22	60
2	8	...	...	3	...	...	...	...	...	5	2	...	10	8	...	1	...	...	...	...	...	1	...	...	...	2	...	...	10	10	20
3	30	26	1	7	...	...	1	1	...	8	2	...	34	42	...	1	...	1	...	...	1	...	2	1	...	3	3	1	...	38	45	83
4	...	...	...	...	...	1	...	1	...	...	9	...	9	2	...	2	...	...	...	1	...	...	...	...	...	...	3	...	3	9	8	17
5	36	20	...	9	...	...	...	...	...	10	...	...	36	39	...	1	...	...	...	...	...	...	...	1	...	...	2	1	2	37	43	80
6	...	...	1	...	...	2	1	...	...	...	3	...	5	2	...	...	...	...	...	...	...	...	...	...	...	...	...	2	...	7	2	9
7	13	17	...	4	...	...	...	...	...	4	...	...	13	25	...	...	...	1	...	...	...	...	...	2	...	...	3	2	7	15	35	50
	116	76	2	27	...	3	2	2	...	27	19	...	139	135	6	8	...	2	...	1	1	1	2	6	...	...	9	18	6	12	154	165	319
8	...	...	...	1	...	...	...	...	...	5	18	6	18	12	...	1	...	1	...	...	...	...	...	1	...	...	...	3	7	...	25	15	40
9	6	27	...	2	...	2	...	...	...	5	4	2	10	38	1	...	...	...	...	...	...	...	...	1	...	...	1	1	2	...	13	39	52
10	9	13	...	4	...	2	...	...	...	10	1	2	10	31	...	...	...	...	...	...	...	...	...	...	...	...	...	...	6	...	16	31	47
11	27	18	...	4	...	...	...	...	...	4	10	3	37	29	...	1	...	...	...	...	...	...	1	...	3	...	4	1	1	...	42	30	72
12	...	...	...	1	...	...	...	1	...	2	7	3	7	7	...	3	...	1	...	...	...	...	...	2	...	...	6	2	1	9	14	23
13	7	28	2	...	...	...	...	...	...	...	5	3	14	31	...	...	...	...	...	...	...	...	...	...	...	...	...	5	...	19	31	50
14	...	...	...	13	...	...	...	1	...	4	3	8	3	26	...	2	...	...	...	2	...	...	4	...	4	...	8	4	...	...	11	30	41
	49	86	2	25	...	4	...	2	...	30	48	27	99	174	1	7	...	2	...	2	...	...	5	4	7	...	13	15	23	1	135	190	325
15	27	19	...	3	...	...	...	...	...	4	11	7	38	33	...	3	...	2	...	...	1	...	...	2	1	...	2	7	10	...	50	40	90
16	...	...	...	2	...	5	2	...	...	5	3	5	5	17	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3	...	8	17	25
17	18	27	...	1	...	1	1	1	...	5	1	5	20	40	...	2	...	...	...	...	...	...	...	3	...	...	...	5	8	...	28	45	73
18	...	...	...	1	...	4	...	...	...	7	8	3	8	15	...	2	...	...	...	2	...	...	2	1	6	...	8	6	3	...	19	21	40
19	8	20	1	1	...	3	2	...	...	3	6	4	17	31	...	...	...	1	...	...	...	...	...	...	...	...	...	1	1	...	18	32	50
20	...	...	...	...	...	...	...	...	...	...	3	4	3	4	...	...	...	...	...	...	...	...	...	1	...	1	...	...	...	...	4	4	8
21	21	27	...	6	...	4	...	...	...	7	6	...	27	44	...	...	...	...	...	...	...	...	...	...	...	...	...	2	5	29	49	78
	74	93	1	14	...	17	5	1	...	31	38	28	118	184	...	8	...	3	...	2	1	...	2	6	8	...	11	19	27	5	156	208	364
22	...	...	...	4	1	3	1	...	...	3	20	6	22	16	...	3	...	1	...	...	...	...	...	...	3	...	3	4	5	...	30	20	50
23	5	25	2	1	...	...	...	...	...	...	10	5	17	31	...	1	...	...	...	1	...	...	...	...	...	...	...	2	1	...	18	33	51
24	...	...	...	11	...	...	...	1	...	4	4	7	4	23	...	3	...	...	...	...	...	...	...	...	...	...	...	3	1	...	5	26	31
25	7	20	...	4	...	1	1	...	...	6	6	7	14	38	...	...	1	...	...	...	...	...	...	...	...	...	1	...	1	...	16	38	54
26	...	...	2	1	...	...	...	...	...	1	5	2	7	4	...	3	...	...	...	...	...	...	...	...	...	...	...	3	8	1	15	8	23
27	10	31	...	...	...	...	...	...	...	...	...	2	10	33	...	...	...	...	...	...	...	...	...	1	5	...	5	1	1	...	16	34	50
28	...	...	1	5	...	3	...	...	...	4	3	2	4	14	...	2	...	...	...	...	...	...	...	...	...	...	...	2	3	...	7	16	23
29	11	29	2	6	...	1	...	...	...	2	4	4	17	42	...	2	...	1	...	...	...	...	...	...	...	...	...	3	16	...	33	45	78
30	...	...	3	3	...	...	...	...	...	1	15	6	18	10	...	1	...	...	...	1	...	...	...	2	...	...	...	...	4	...	18	14	32
31	12	11	...	2	...	...	...	...	...	4	8	6	20	23	...	2	...	1	...	...	...	...	...	...	5	...	5	3	10	...	35	26	61
	45	116	10	37	1	8	2	1	...	25	75	47	133	234	...	17	1	3	...	2	...	...	...	3	13	...	14	21	50	1	193	260	453
T'l	284	371	15	103	1	32	9	6	...	113	180	102	489	727	7	40	1	10	...	7	2	1	9	19	28	...	47	73	106	19	638	823	1461

	St. L. K. & N. W. Interchange with—																M. K. & T. Interchange with—																	
	K. LINE		BIG 4		C.P. & ST.L.		C. & A.		I. T.		Local		Total		C.B. & Q.		BIG 4		C.P. & ST.L.		C. & A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1				5						3	1	7	1	15						1				1		1	1	5		7	16	23
2	7	23		2		1				2	8	5	15	33		1										1	7		22	34	56
3			2									8	2	8									1		2		1		5	8	13
4	9	24		8						5	6	7	15	44		6				1			1	1	2	1	3		20	45	65
5			2	4	1						9	8	12	12										1			8	7		19	20	39
6	14	25		4	1		1			1	6	10	22	40															22	42	64
7				1	1	3				2	3	7	4	13									1	1	3		4	1	1	9	14	23
	30	72	4	24	3	4	1			13	33	52	71	165		7				2			3	5	6		9	14	24		104	179	283
8	35	25	1	4							4	3	40	32		3							1		3		4	3	3		47	35	82
9	30			6							5	1	35	7		4	1											5	5		40	12	52
10	15	17	1							1	1	2	17	20						1				1	1		1	2			18	22	40
11				3						5	5	1	5	9	6	1									6		12	1	3		20	10	30
12	23	27	1	1		1					3	2	27	31															6		33	31	64
13		27		10							3	2	3	39			1							1					2	9	1	12	42	54
14	15	22	5	3	1	3				3	6	4	27	35						2					7		9		3		39	35	74
	118	118	8	27	1	4				9	27	15	154	173	6	8	2		1				3	2	17		26	13	29	1	209	187	396
15				6		2	1			1	2	4	3	13		2	1								3		3	3	11		17	16	33
16	15	52	1	6		2					2	3	18	63		3	1							1			5	1		19	68	87
17												8		8																	8	8
18	9	28	1	2		4				4	4	6	14	44		1								2			3	11		25	47	72
19	19	26		4		1					4	2	23	33		1							1		3		4	1	4	1	31	35	66
20	17	29	1	4							7	4	25	37		1												1	4		29	38	67
21			2	4		3				5	6	7	8	19		1	1						1	1	2		3	3	3		14	22	36
	60	135	5	26		12	1			10	25	34	91	217		9	3						2	4	8		10	16	34	1	135	234	369
22	13	41	1	5		2	1	1		2	2	3	17	54		1												1	6		23	55	78
23		27	1	5						1	2	2	3	35		1												1	2	1	5	37	42
24	14	27	1									3	15	30																	16	30	46
25		23	2	3		2	1			3	21	1	24	32		3	1						1		10		11	4	3		38	36	74
26	20	30	4	6		3		1		1	4		28	41		4								1			5	1		29	46	75
27				1		3				3	8		8	7										1	2		2	1			10	8	18
28	19	54	1	3				1		1	2	1	23	59		1								1			2	4		27	61	88
29	8	28	7	1		2				2	7	2	22	35		2							1		9		10	2	5		37	37	74
30	8	22	1	5		2				8	5	1	14	38			1											1	3		17	39	56
31	10	21	3									1	13	22											2		2				15	22	37
	92	273	21	29		14	3	2		21	51	14	167	353		12	2						2	3	23		25	17	25	1	217	371	588
11	300	598	38	106	4	34	5	2		53	136	115	483	908	6	36	7			3			10	14	54		70	60	112	3	665	971	1636

FREIGHT LOADS—AUGUST, 1902.

2821

FREIGHT LOADS—SEPTEMBER, 1902.

	St. L. K. & N. W. R. R. Co. Interchange with—																		M. K. & T. R. R. Co. Interchange with—														
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1		6									12		12	6		1							1	2			1	3			13	9	22
2	22	50	1	5							1	5	2	28	58		4											4	1		29	62	91
3				10							10	3	2	3	22		1		1		1						1	2	3		7	24	31
4	18	46		7		9					7	5		23	69		1							2	2		2	3	2		27	72	99
5		24	1	6							7	5		6	37		1						1	2	5		6	3			12	40	52
6	13	29	2	2		1		4			9	4	1	19	46		3		1									4	1		20	50	70
7	16	42	1			3						1	1	18	46					1								1	1		19	47	66
	69	197	5	30		13		4			34	35	6	109	284		11		2		1		1	2	6	7		10	20	8		127	304	431
8				7		2					6	4	3	4	18		2		1					1		2		3	3	1	1	8	22	30
9	23	37	5	7	1						10	3	2	32	56		8			2									10			32	66	98
10	12	22		4							6	3	3	15	35		1							1	1	1		2	2			17	37	54
11			2	9							5	12	2	14	16		3												3	1		15	19	34
12	21	28		7		1					7	2		23	43				1					2		4		7	1	1		31	44	75
13				4		3		1	1		7	3	1	4	16		1		1							1		1	2	1		6	18	24
14	27	38	1			4		2						28	44																	28	44	72
	83	125	8	38	1	10		3	1		41	27	11	120	228		15		3		2		1	4	1	8		13	21	4	1	137	250	387
15		30		1		3					6	5		5	40						2					8		8	2			13	42	55
16	29	32		5		1					7	6	1	35	46		3								2			5	1		36	51	87
17				4		4		1			5	7		7	14		1		1				1		1			4	5	1	12	19	31
18	32	52	2	5		5					9	6		40	71	3	1								1		3	2	1		44	73	117
19	22	54	2	2		6					7	15		39	69		3							2	1	4		6	4		2	45	75	120
20	26	44	3	6		6					6	5	1	34	63				1				1	3		7		10	2	2		46	65	111
21	30	26	1					1						32	26																	32	26	58
	139	238	8	23		25	1	1			40	44	2	192	329	3	8		2		2		2	5	5	19		27	19	9	3	228	351	579
22	55	36		11		2		1	1		9	12		68	59		1		1						1			3	2		70	62	132
23	28	25		7	1	8					6	16	2	45	48		1						1		1	1		2	2	2		49	50	99
24	26	26		5		1	2				3	9		37	35										2				2	3		40	37	77
25		23	3	2							9		1	3	35				1					2		1			4		1	3	40	43
26	26	23		5				2			9	4		30	39										3	1	2		5	1	1		36	40	76
27	18	54	1	5	1	6		1			8	4	1	24	75		1		2					1			1		1	4	2		27	79	106
28		54	1		3						5			4	59			3								3		6			1	1	16	55	71
29	24	24	1	3		1					5	1		26	33										2				2		1	26	36	62
30		53	2	3		5		1			7	4	1	6	70		5		1					2		2		4	6	1		11	76	87
	177	318	8	41	5	23	2	5	1		61	50	5	243	453		8	3	5				1	3	5	8	9		18	24	12	3	273	480	753
T1	468	878	29	132	6	71	3	13	2	176	156	21	664	1294		3	42	3	12		5	3	5	16	20	43		68	84	33	7	765	1385	2150

FREIGHT LOADS—OCTOBER, 1902.

St. L. K. & N. W. R. R. Co. Interchange with— | M. K. & T. R. R. Co. Interchange with—

	E. LINE E	E. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	L'C'L E	L'C'L W	TOTAL E	TOTAL W	Total Moved
1	52	38	3	3	...	...	...	...	5	9	...		64	46	...	...	...	...	...	...	...	...	1	...	5	...	6	...	...	...	70	46	116
2	...	...	2	13	1	3	...	...	8	6	1		9	25	...	1	...	...	...	...	...	...	...	...	...	...	...	1	...	1	9	27	36
3	30	53	...	1	1	4	...	...	11	7	2		38	71	4	...	...	...	...	...	...	...	1	...	2	...	6	1	...	...	44	72	116
4	27	29	...	4	...	...	...	1	10	8	...		33	44	1	...	...	1	...	...	...	...	3	...	4	...	8	1	...	...	41	45	86
5	...	55	2	...	...	...	...	...	...	...	...		2	55	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	2	55	57
6	48	41	...	3	...	4	...	...	8	3	1		51	57	1	4	...	...	...	...	...	...	2	2	2	4	7	8	...	1	58	66	124
7	42	30	4	2	1	9	...	...	12	6	2		53	55	...	3	...	...	...	...	...	...	...	...	1	...	1	3	1	...	55	58	113
	197	246	11	26	3	20	...	1	...	54	39	6	250	353	6	8	...	1	...	...	...	...	3	6	2	16	...	28	14	1	2	279	369	648
8	27	28	2	5	2	...	1	1	...	11	1	2	33	47	...	4	...	1	...	...	...	...	...	...	1	...	...	6	2	...	35	53	88
9	24	28	2	13	...	2	1	...	...	10	5	2	32	55	5	3	...	...	...	...	...	...	...	...	...	...	5	3	...	...	37	58	95
10	49	54	2	5	...	2	1	2	...	14	5	2	57	79	...	6	...	...	...	...	...	...	...	...	2	4	4	8	...	...	61	87	148
11	25	54	2	4	...	2	1	...	...	6	15	...	43	66	...	2	...	...	...	...	...	...	1	...	...	...	...	3	3	1	46	70	116
12	26	56	3	...	...	6	...	...	...	...	1	...	34	62	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	30	62	92
13	48	54	...	1	...	8	...	...	...	8	7	1	55	72	...	7	...	...	...	...	...	...	2	...	2	...	4	7	...	1	59	80	139
14	18	48	3	4	1	4	1	1	...	12	14	1	37	71	2	5	1	1	...	...	...	...	2	...	1	3	6	9	...	...	43	80	123
	217	322	14	32	3	24	5	4	...	61	48	8	287	452	7	27	1	2	...	...	...	...	3	2	4	9	...	19	36	5	2	311	490	801
15	27	27	1	4	...	...	...	1	...	7	9	...	37	39	...	...	...	...	...	...	...	...	...	...	...	...	3	...	3	1	...	38	42	80
16	27	31	2	1	2	5	1	1	...	11	5	1	37	50	...	1	...	...	...	...	1	...	...	...	2	2	...	2	4	2	...	41	54	95
17	43	49	...	9	...	7	...	...	...	15	8	...	51	80	...	2	...	1	...	...	...	...	...	...	...	...	...	3	...	1	51	84	135
18	24	27	1	4	1	...	1	...	...	12	15	...	42	43	...	2	...	...	...	...	...	...	1	...	13	...	14	2	2	1	58	46	104
19	46	28	...	...	1	4	...	...	...	...	...	...	47	32	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	47	32	79
20	27	27	...	5	...	2	...	...	...	13	4	...	31	47	...	7	...	...	...	...	...	...	...	...	2	3	...	3	9	...	1	34	57	91
21	29	56	1	7	...	3	...	...	...	10	23	1	53	77	3	...	...	...	...	...	...	...	...	...	2	...	...	3	2	3	...	59	79	138
	223	245	5	30	4	21	2	2	...	68	64	2	298	368	3	12	...	1	...	1	...	...	1	6	18	3	22	23	8	3	328	394	722
22	22	34	...	2	...	8	...	1	...	14	5	...	27	59	1	...	...	...	...	1	...	...	...	...	2	...	...	1	3	1	...	29	62	91
23	30	19	...	1	...	16	...	...	1	10	17	...	48	46	...	1	...	...	...	...	...	...	...	...	...	...	...	1	3	2	51	49	100
24	23	25	...	7	...	1	...	...	...	11	13	1	36	45	1	2	...	...	...	...	...	...	...	...	2	...	1	4	2	...	39	49	88
25	23	24	1	2	...	4	...	3	...	6	9	...	33	39	3	4	...	1	...	...	...	...	...	...	1	...	3	6	1	...	37	45	82
26	25	29	1	...	1	...	...	...	...	...	3	...	30	29	...	...	...	...	...	...	1	...	1	...	...	...	2	...	...	...	32	29	61
27	26	30	...	20	1	7	...	...	...	17	3	1	30	75	...	...	...	1	...	...	...	...	...	...	...	...	...	1	1	2	31	78	109
28	...	28	1	1	...	19	...	1	...	9	4	...	5	58	1	5	...	...	...	...	...	...	...	...	9	...	10	5	3	2	18	65	83
29	27	28	...	5	...	4	...	...	...	11	5	...	32	48	...	...	...	...	...	...	...	...	4	...	7	...	11	...	3	...	46	48	94
30	35	36	...	7	...	8	...	...	...	13	7	1	42	65	...	5	...	...	...	...	...	...	...	...	...	...	...	5	1	2	43	72	115
31	74	32	...	4	1	1	...	...	...	16	3	...	78	53	2	1	...	...	...	...	...	...	...	...	14	...	16	1	4	...	98	54	152
	285	285	3	49	3	68	...	5	1	107	69	3	361	517	10	18	...	2	...	...	1	1	...	5	5	30	...	44	26	19	8	424	551	975
Tl	922	1098	33	137	13	133	7	12	1	290	220	19	1196	1690	26	65	1	6	...	2	1	6	14	17	73	3	113	99	33	15	1342	1804	3146

FREIGHT LOADS—NOVEMBER, 1902.

| | St. L. K. & N. W. R. R. Co. Interchange with— | | |

FREIGHT LOADS—DECEMBER, 1902.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W
1	22	38	1	4	...	2	...	...	...	15	8	...	31	59
2	17	30	...	1	...	2	...	2	...	10	12	...	29	45
3	...	28	2	4	...	8	...	...	...	17	11	...	13	57
4	23	34	...	1	...	4	...	3	...	10	7	...	30	52
5	30	60	...	2	...	3	...	...	...	13	10	...	40	78
6	13	39	2	5	1	3	...	1	...	19	11	...	27	67
7	...	43	...	...	...	...	...	...	...	...	...	...	...	43
	105	272	5	17	1	22	...	6	...	84	59	...	170	401
8	23	30	...	9	...	5	...	...	1	9	5	...	29	53
9	13	28	...	2	3	6	...	...	...	30	13	...	29	66
10	23	18	...	5	...	1	...	1	...	14	16	...	39	39
11	...	...	...	2	...	5	...	...	1	18	6	...	7	25
12	24	37	...	2	...	9	...	...	...	11	1	...	25	59
13	17	30	2	1	...	1	...	...	...	11	14	...	33	43
14	20	28	...	1	...	...	...	...	...	6	...	...	20	35
	120	171	2	22	3	27	...	1	2	99	55	...	182	320
15	...	...	...	1	...	7	...	...	...	17	15	...	15	25
16	33	35	...	3	...	...	...	...	...	15	4	...	37	53
17	17	45	...	3	...	1	...	...	...	20	8	...	25	69
18	34	23	...	2	...	...	...	13	...	16	10	...	44	54
19	...	...	...	3	...	2	...	...	...	10	1	...	1	15
20	30	32	1	3	...	6	...	2	...	16	3	...	34	59
21	33	67	1	...	...	...	...	...	...	5	1	...	35	72
	147	202	2	15	...	16	...	15	...	99	42	...	191	347
22	32	30	...	3	...	7	...	...	...	17	8	...	40	57
23	29	13	2	5	1	1	...	1	...	16	16	...	48	36
24	36	19	...	4	...	3	...	...	...	14	13	...	49	40
25	26	11	...	...	...	...	...	...	...	...	...	...	26	11
26	26	10	...	7	...	1	...	...	...	13	18	...	44	31
27	32	19	...	1	...	4	...	8	...	3	11	...	43	35
28	32	29	...	...	...	2	...	...	...	14	3	...	35	45
29	33	27	...	1	...	1	...	...	...	12	16	...	49	41
30	36	36	...	...	...	3	...	2	...	9	7	...	43	50
31	...	33	...	...	...	5	...	...	...	24	14	...	14	62
	282	...	...	...	...	...	...	...	...	...	...	...	...	...
Tl	...	...	...	...	...	...	...	...	...	...	...	...	...	...

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	L'C'L E	L'C'L W	TOTAL E	TOTAL W	Total Moved
1	3	...	...	...	...	...	...	1	2	2	7	...	12	3	...	2	43	64	107
2	...	3	...	...	...	2	...	...	...	...	...	...	...	5	...	...	29	50	79
3	1	1	...	...	...	...	...	...	...	1	4	...	5	2	...	...	18	59	77
4	...	1	...	1	...	...	...	...	...	...	...	...	...	1	...	...	30	53	83
5	2	...	...	1	...	...	...	...	...	1	5	...	8	1	1	...	49	79	128
6	...	3	...	...	...	1	...	...	...	...	...	...	...	4	1	1	28	72	100
7	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	43	43
	6	8	...	1	...	3	...	1	3	3	16	...	25	16	2	3	197	420	617
8	...	4	...	...	...	...	...	...	3	...	...	...	3	4	...	...	32	57	89
9	3	5	...	...	...	...	...	...	...	...	...	...	3	5	...	1	32	72	104
10	...	...	...	...	...	...	...	...	...	...	3	...	3	4	1	2	46	45	88
11	1	4	...	1	...	...	...	...	4	...	13	...	17	1	...	...	24	26	50
12	1	4	...	1	...	...	...	...	...	...	...	...	1	5	...	...	26	64	90
13	3	...	...	...	...	8	1	...	...	...	1	...	12	1	...	...	45	44	89
14	...	1	...	...	...	...	...	...	5	...	13	...	18	1	...	...	38	36	74
	7	18	...	2	8	1	...	...	12	...	30	...	57	21	1	3	240	344	584
15	...	2	...	...	...	...	...	...	...	...	1	...	1	2	...	...	16	27	43
16	...	7	...	...	...	...	...	...	...	...	...	...	...	7	1	...	38	60	98
17	...	1	...	...	...	...	...	...	...	...	...	...	...	1	...	...	25	70	95
18	...	1	...	...	...	...	...	...	1	...	...	...	...	2	1	...	45	56	101
19	...	4	1	...	...	...	...	...	1	6	...	6	6	...	...	...	7	21	28
20	1	...	...	...	...	...	...	...	1	...	...	2	1	...	...	...	36	60	96
21	2	...	...	...	...	...	...	...	...	...	...	...	...	1	...	...	35	73	108
	2	16	...	1	...	...	...	...	3	7	...	9	20	2	...	...	202	36	569
22	...	2	...	...	...	1	...	...	...	1	...	...	1	...	...	...	40	61	101
23	...	3	...	...	...	...	...	...	1	1	5	...	6	4	...	...	54	40	94
24	...	3	...	...	...	...	...	...	...	...	...	...	...	3	...	...	49	43	92
25	...	...	...	...	...	...	...	...	...	...	6	...	6	...	3	...	35	11	46
26	1	4	...	...	...	...	...	...	1	13	...	14	5	...	...	...	58	36	94
27	...	...	...	2	...	...	...	...	...	3	...	4	2	...	1	...	47	38	85
28	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	35	45	80
29	...	4	...	...	...	...	...	...	...	...	...	...	...	4	1	...	50	45	95
30	...	2	...	...	...	...	...	2	4	5	...	5	8	...	1	48	59	107
31	3	...	...	...	...	...	...	1	...	...	...	3	1	...	...	17	63	80
	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tl	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

FREIGHT LOADS—JANUARY, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. R. R. Co. Interchange with—														
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				6	1	5				2	14		15	13		3		1							3		3	4			18	17	35
2				1		5		3		14	1		1	23		2						5						7	2		3	30	33
3										7	7		7	7								1			1		1	1		1	8	9	17
4			1			3				10	2		3	13							1				4		5				8	13	21
5			2			6				12	8		8	20								1			14		14	1			23	21	44
6			4	1	5					19	11		12	28				1						1	3		3	2	3		18	30	48
7			2		9					20	1		1	31			1							2	5		6	2	5		12	33	45
			1	15	2	33		3		84	44		47	135		5	1	2			1	7		3	30		32	17	10	1	90	153	243
8				2	1	6				16	2		3	24										1	13		13	1	2	1	18	26	44
9				5		8				17	2		2	30				1						1				2		1	2	33	35
10				1		5		1		17	3	1	3	25				1						2				3	5		8	28	36
11										10	6		6	10											1		1				7	10	17
12						7				16	8		8	23								1						1	5		13	24	37
13				4		4					5		5	8											2		2				7	8	15
14				1		3				25	5		5	29								1			7		7	1	2		14	30	44
				13	1	33		1		101	31	1	32	149				2				2			4	23		23	8	14	2	69	159	228
15				3		1		1		10	3		3	15										1	1	6		7	1	2		12	16	28
16				3	1	4				16	15		16	23				1							8		8	1	4		28	24	52
17				3		4				15	9		9	22								1					1				10	22	32
18						4				4				8																		8	8
19				1		5				13	11		11	19										1		3		4				15	19	34
20				3		4		1		23	8		8	31								2			1	1		1	3	4		13	34	47
21				8		4		1		11				24											16		16		4		20	24	44
				21	1	26		3		92	46		47	142				1		2	1		2	2	34		37	5	14		98	147	245
22			1	6	2	7				15	12		15	28															4		19	28	47
23				1		5				23	6		6	29										1	1		1	1			7	30	37
24				11		4		1		14	3		3	30															3	1	6	31	37
25				2		2					2		2	4				1							12		12	1			14	5	19
26				7		1				11	9		9	19				1										1			9	20	29
27				1	1	5				20	5		6	26											3		3				9	26	35
28				5		6		1		10	5		5	22								1		1				2			5	24	29
29						1				25	4		4	26				1							2		2	1			6	27	33
30				3		7				20	16		16	30								1			5		5	2			21	32	53
31				3		8				15	2		2	26				1							9		9	1	3		14	27	41
			1	39	3	46		2		153	64		68	240				4		2				3	32		32	9	10	1	110	250	360

FREIGHT LOADS—FEBRUARY, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—															
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1																																	
2				7	1	4				11	14		15	22										2		2				17	22	39
3				3		2				4	5		5	9					2							2				5	11	16
4				3						24	6		6	27			1							3		3	1	1		10	28	38
5				1		10				13	8		8	24			1		1				1	12		12	3		1	20	28	48
6				3		2		1		19	11		11	25									2	2		2	2	3		16	27	43
7				4		3				7	7		7	14			1										1			7	15	22
				21	1	21		1		78	51		52	121			3		3				3	19		19	9	4	1	75	131	206
8			2			8					2		4	8															4	8	12
9				2		1				14	12		12	17										6		6				18	17	35
10				1		4				13	16		16	18					1					2		2	1	2	1	20	20	40
11			1	1		2				16	6		7	19			1						2			1	2			8	21	29
12				2		6				11				19									1	6		6	2			6	21	27
13				3	1	4				13	21		22	20														2	2	24	22	46
14				3		4		1		7	5		5	15													1			5	16	21
			3	12	1	29		1		74	62		66	116			1	2		1			3	14		15	6	4	3	85	125	210
15																																	
16				2		5				15	2		2	22										11		11				11		11
17				4		3			4	10			4	17									1	1		1	1	2		5	23	28
18				2				1		14	3		3	17										2		2				6	17	23
19			1	2	2	4				7	12		15	13			1							4		4				7	17	24
20			1	1		2				13	8		9	16									1				2	1	1	16	16	32
21				1	1	1				11	8		9	13			1							7		7		1		17	16	33
			2	12	3	15		1	4	70	33		42	98			2						2	28		28	4	4	1	74	103	177
22											3		3											3		3				6		6
23				5		2		2		10	3		3	19										5		5		3	1	11	20	31
24				6		1		2		13	17		17	22									1	5		5	1	1		23	23	46
25				4		5				11	2		2	20			2							6		6	2			8	22	30
26			1	1		10				16	4		5	27														1	1	6	28	34
27				11		8				15	7		7	34			1							14		15				22	34	56
28				5	1					19	5		6	24									1	2		2	1	2		10	25	35
			1	32	1	26		4		84	41		43	146			1	2					2	35		36	4	7	2	86	152	238
Tl			6	77	6	91		7	4	306	187		203	481			2	9		4			10	96		98	23	19	7	320	511	831

FREIGHT LOADS—MARCH, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. R. R. Co. Interchange with—												
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1					1								1																		1		1
2				5		8				12	11		11	25				1					1	1		1	2			12	27	39
3			1	3						13	6		7	16										4		4				11	16	27
4			1	3		3				19			1	25										1		1		2	2	4	27	31
5				2		3		1		14	10		10	20									1	5		5	1			15	21	36
6				3		5				19	9		9	27				1								1				9	28	37
7				4		11				10	6		6	25																6	25	31
			2	20	1	30		1		87	42		45	138				2					2	11		11	4	2	2	58	144	202
8					1					2	3		4	2									2	12		12	2			16	4	20
9				6		1				2	4		4	9									1				1			4	10	14
10			1	9		6		2		17	6		7	34				1									1			7	35	42
11				3		6		1		13	2		2	23									1	4		4	1	1		7	24	31
12				3		7		1		12	2		2	23				1		2			1				4			2	27	29
13				7		5				13	3		3	25				2									2			3	27	30
14				6		1		2		15	19		20	24									1	5		5	1	4		29	25	54
			1	34	2	26		6		74	39		42	140				4		2			6	21		21	12	5		68	152	220
15																								13							13	13
16				3		1		1		12	3		3	17							21		2	1		1	23			4	40	44
17				2				2		14	10		10	18									1	3		3	1	1		14	19	33
18				4	1	2		1		12	3		4	19				1			20						21	2		6	40	46
19						2				21	3		3	23							27			5		5	27			8	50	58
20				2	1			3		6	14		15	11							29		1	11		11	30			26	41	67
21				4		1		1		4	7		7	10				1			9			2		2	10	4		13	20	33
				15	2	6		8		69	40		42	98				2			106		4	35		22	112	7		71	223	294
22				1						10	5		5	11										3		3				8	11	19
23				2		1		1		13	5		5	17				1									1	2		7	18	25
24				2		1		1		18	6		6	22							1			5		5	1	1	2	12	25	37
25			2	3		2		1		18	13		15	24							4		2				6			15	30	45
26				10	1					13	4		5	23				1					1	9		9	2			14	25	39
27			1	1		6				9	6		7	16				1					1	1		1	2	1	1	9	19	28
28				2		1				12	4		4	15				1			1			8		8	2			12	17	29
29																							1				1				1	1
30			1	3	1	4		1		10	6		8	18							1		1				2	1		9	20	29
31				4		2				8	5		5	14				2					2			4	4			9	18	27
			4	28	2	17		4		111	54		60	160				6			7		8	26		30	21	5	3	9	184	279
Ti			7	97	7	79		19		341	175		189	536				14		2	113		20	93		84	149	19	5	26	703	959

FREIGHT LOADS—APRIL, 1903.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1			1	6		1				10	8		9	17								3			3			3	3	1		13	20	33
2				2		3		1		7	4		4	13				1						1				2	3	1	7	16	23
3			1	2		1				11	5		6	14								1			1			1	1	8	15	23
4				3	1	2				14	3		4	19								1		1	8		8	2			12	21	33
5											2		2												5		5				7		7
6			4		1				13	2		2	18									1		2				3			2	21	23
7			1	6		1			11	6		7	18									2		2	9		9	4			16	22	38
			3	23	1	9		1	66	30		34	99				1					8		6	26		26	15	5	1	65	115	180
8			1	3		1			16	6		7	20											1	8		8	1			15	21	36
9				3		2		1	10	8		9	15				1					3		3				7			9	22	31
10				2		9		1	14	4		4	26					1							2		3		1		8	26	34
11				5		9			12	3		3	26				1					1		3	4		4	5			7	31	38
12						4							4						1									1				5	5
13				8		1		2	9	4	4	4	24									4		1				5			4	29	33
14				1					18	8	3	8	22											2	12		12	2			20	24	44
			1	22		26		3	1	79	33	7	35	137				2	1	1		8		10	26		27	21	1		63	158	221
15				3		3				44	6	3	6	23				1						3	2		2	4	1		9	27	36
16			1	6						21	13		14	27								3		1				4			14	31	45
17				1		2				12				15				1		2				2	3		3	5	1		4	20	24
18				5						16	8		8	21								3						3			8	24	32
19																																	
20				4		1				11	3		3	16				2				1		1	5		5	4			8	20	28
21				5		1				14	7		7	20						2				1	5		5	3	1		13	23	36
			1	24		7				118	37	3	38	122				4		4		7		8	15		15	23	3		56	145	201
22				2	2	5				8	2		4	15					1	1					8		9	1			13	16	29
23			1	2		4				2	11	10	12	18						1		3			3		3	4	1		16	22	38
24				3		6				10	7		7	19									1					1		1	7	21	28
25				2		2				12	2		2	16				1				1		1	1		1	3			3	19	22
26																																	
27				5		3				8	2		2	16						1				1	10		11	5			13	21	34
28				3	1	3				10	2		3	16								2		2	6		6	4			9	20	29
29				1		1		1		11	3	1	3	15				1		4		27		2	4		4	3		1	7	50	57
30										2	8		8	2				1	1			2					1	3			9	5	14
31																																	
			1	18	3	24		1		63	37	11	41	117				3	3	10		35		7	32		35	55	1	2	77	174	251
Tl			6	87	4	66		5	1	326	137	21	148	475				10	4	15		58		31	99		103	114	10	3	261	592	853

M. K. & T. R. R. Co. Interchange with—

FREIGHT LOADS—MAY, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—																
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				3		13		1		6	4		4	23				1		1		12		1				15			4	38	42
2				2	1					15	5		6	17					1			31			10		11	31	1	1	18	49	67
3						5								5						5					14		14	5			14	10	24
4				2		4				12	14		14	18								22		3				25			14	43	57
5			1	14		7				12	1		2	33				1			1	16	5	1			6	18			8	51	59
6				2		4				13	12		12	19						2		4		1	6		6	7			18	26	44
7				1	1	4	2	1		15	2		5	21						2				1	10		10	3			15	24	39
			1	24	2	37	2	2		73	38		43	136				2	1	10	1	85	5	7	40		47	104	1	1	91	241	332
8			1	2		7				12	11		12	21										1			1			12	22	34
9			2	5		7	1			13	3		6	25											5		5			11	25	36
10																																	
11				6		5				13	2		2	24						3		5			5		5	8			7	32	39
12				3	1	2				9	9		10	14																	10	14	24
13				6		5				19	6		6	30							2				1		3				9	30	39
14				17	1	5	1			14	3		5	36				1		1		1		3				6			5	42	47
			3	39	2	31	2			80	34		41	150				1		4	2	6		4	11		13	15			54	165	219
15				3	1	5				14			1	22					1	2		2			10		11	4			17	26	38
16				3	1	5		1		12	1		2	21				1		5	1			2			1	8	2		5	29	34
17						6				2				8																		8	8
18			2	1			1			17	10	2	13	20				1						1	11		11	2	2		26	22	48
19				3		7				11	5	1	5	22						1								1	1		6	23	29
20			2	5						16	2		4	21								2		1				3			4	24	28
21				4		7				11	2	2	2	24					1	3					11		12	3	3		17	27	44
			4	19	2	30	1	1		83	20	5	27	138				2	2	11	1	4		4	32		35	21	8		70	159	229
22			1	4		3	1			2	1	11	3	20														2		5	20	25
23				2		9				16	10	2	10	29				1							6		6	1	1		17	30	47
24			1									4	1	4																	1	4	5
25				6		4				20	7	4	7	34						2								2	1		8	36	44
26				3		2				7	2	5	2	17						4				2				6	4		6	23	29
27			2	4		2				16	3	6	5	28				1		3				3	3		3	7	2		10	35	45
28			3	6		3				5	1	7	4	21				1				4		1				6		1	4	28	32
29				7		2	2	3		14	6	5	8	31																	8	31	39
30								2		13	3	5	3	20					1			5		1			1	6			4	26	30
31											8	2	8	2											7		7		3		18	2	20
			7	32		25	3	5		93	41	51	51	206				3	1	9		9		7	16		17	28	13	1	81	235	316
Tl			15	114	6	12	8	8		329	133	59	162	830				8	4	34	4	104	5	23	99		112	168	32	3	306	800	1106

FREIGHT LOADS—JUNE, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—												M. K. & T. R. R. Co. Interchange with—																
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1			4				5		5		1		1	14							15					15			1	29	30
2			6		2	2			14				2	22			2		6		25		2			35			2	57	59
3			3			2			8		6		6	13			1		2	3	8					2	12	2	10	25	35
4			5				12		10		1		1	27			2				15					17			1	44	45
5																												4	4		4
6																															
7																															
			18		2	4	17		37		8		10	76			5	2	9		63		2			2	79	6	18	155	173
8																															
9																															
10																															
11																															
12																															
13																															
14																															
15																															
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27																															
28																															
29																															
30																															
31																															
Tl																															

FREIGHT LOADS—JULY, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. R. R. Co. Interchange with—																
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1																															
2																															
3																															
4						1								1						3		1				4				5	5
5						8		6						14						3		2				5				19	19
6				12		9		1	6	1			6	23					5	1	8		1		5	3		4	19			10	42	52
7			1	11		1		2	1	22	23		25	36					2				1		2				5			25	41	66
			1	23		19		9	7	23	23		31	74					7	1	14		5		7	3		4	33			35	107	142
8			1	3						8	10		11	11							2		19		1				22			11	33	44
9			1	3	1	1				15	9		11	19					1				1		1				3			11	22	33
10				6						11	7		7	17									2		2				4	1		8	21	29
11				4						18	5		5	22					1										1	1		6	23	29
12										7	5		7	5																		7	5	12
13				1		2				12	6		6	15								1				3		4				10	15	25
14			3	2		2				13	7		10	17									3						3	1		11	20	31
			5	19	1	5				84	49		57	106					2		2	1	25		4	3		4	33	3		64	139	203
15			1	3		2				22	3		4	27							1		6		3				10			4	37	41
16			1	3		5				15	9		10	23					1				6					1	6			11	29	40
17				3						13	7		7	16											1	3		3	1			10	17	27
18				1						17	14		14	18					2		3				1				6			14	24	38
19																							3						3				3	3
20			1	4						6	2		3	10					2							3		3	2	2		8	12	20
21			1	1						13	12		13	14																1		14	14	28
			4	15		7				86	47		51	108					4	1	4		15		5	6		7	28	3		61	136	197
22				6		3		2		14	1		1	25							2				1				3	1		2	28	30
23				4				1		1	3		3	6							1		3			4		4	4			7	10	17
24											7		7													3		3		1		11		11
25				2	1	5		7		28	3		4	42							2		1		3				6		1	4	49	53
26								3						3																			3	3
27				1							6		6	1					1		1	1				3		4	2	1		11	3	14
28			1	2		2		1		22	4		5	27							1					1		1	1			6	28	34
29			1	7	1					12	3		5	19					2						1				3		1	5	23	28
30				3	1	4		2		7	7		8	16								1	1			1		1	2			9	18	27
31				2		5				8	9		9	15							5				1				6			9	21	30
			2	27	3	19		16		92	43		48	154					3		12	2	5		6	12		13	27	3	2	64	183	247
Tl			12	84	4	50		25	7	285	162		187	442					16	2	32	3	50		22	24		28	121	9	2	224	565	789

FREIGHT LOADS—AUGUST, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—																		M. K. & T. R. R. Co. Interchange with—														
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				2		2	1			20	5		6	24				2		4							6	1		7	30	37
2					1						1		2																2		2
3				6		12		9		12	15		15	39								5			6		6	5			21	44	65
4				2		2				16	3		3	20				1					1				2	1		4	22	26
5			1	8		3				12	5		6	23			1	3					1	8		9	4	2		17	27	44
6				4		1		5		11	13		13	21				1	4					1		5	1			18	22	40
7			2	4	1	4		2		13	4		7	23				1									1			7	24	31
			3	26	2	24	1	16		84	46		52	150			1	8	4	4		5		2	15		20	19	4		76	169	245
8				4						22	1		1	26				1		3		1		2	2		2	7			3	33	36
9								2						2								1						1				3	3
10				5		11				15	10		10	31				1	1	13		1		3		4	15		1	14	47	61
11				3		5		1		14	5		5	23						1		3		7		7	4		1	12	28	40
12			1	3						19	8		9	22				1									1			9	23	32
13			1	9	1	8		4		12	5		7	33				1									1		1	7	35	42
14				1		3			2	11	1		3	18				1		5				2			8			3	26	29
			2	25	1	27		10	2	93	30		35	155				5	1	22		6		4	12		13	37		3	48	195	243
15				4				4		18	5		5	26										3	8		8	3			13	29	42
16			1		3						1		5							8							8			5	8	13
17				4		6		2		23	2		2	35				1		4				3		3	5			5	40	45
18				3						15	1		1	18									3	3		3	3			4	21	25
19			2	5				8		20	4		6	33						1			2	2		2	3			8	36	44
20				4		10		3		24	2		2	41			1	1		2						1	3			3	44	47
21			1	4		2		3		18	9		10	27				1		1				1			3		1	10	31	41
			4	24	3	18		20		118	24		31	180			1	3		16				9	16		17	28		1	48	209	257
22			1	11				1		12	4		5	24				1				1		2	1		1	4			6	28	34
23			1	3		2					1		2	5						1		2					3			2	8	10
24				2		3				13	2		2	18					1	2		7				1	9			3	27	30
25				1	1			3		3	4		5	7				1	1	1		11			1		2	13		1	7	21	28
26				2		6				22				30					1					14		15			1	15	31	46
27				5				6		16	2		2	27				3	3	1						3	4			5	31	36
28			2	2		10				11	4		6	23						5	1					1	5		2	7	30	37
29				3		3				12	7		7	18				1	1			3				1	4			8	22	30
30				1		7				13	1		1	21				1		6		1					8			1	29	30
31				3	1			1		27	3		4	31				2		9				1			12	2		6	43	49
			4	33	2	31		11		129	28		34	204				9	7	25	1	25		3	16		24	62	2	4	60	270	330
Tl			13	108	8	100	1	57	2	424	128		152	689			2	25	12	67	1	36		18	59		74	146	6	8	232	843	1075

FREIGHT LOADS—SEPTEMBER, 1903.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—															
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				2		7				38	3		3	47						9				1				10			3	57	60
2				1		6				15	8		8	22				2	4	4						4	6			12	28	40
3				8		4				17	10		10	29						5		8					13			10	42	52
4			1	9		7				25	6		7	41			3			5		39			14		17	44			24	85	109
5				1		11		1		22	8		8	35						3		1		2			6		1	8	42	50
6											5		5													5				10		10
7				3	1	3		1		14	2		3	21				1		1	1	29				17	18	31			21	52	73
			1	24	1	38		2		131	42		44	195			3	3	4	27	1	77		3	36		44	110		1	88	306	394
8				7		7				11	4		4	25				1		9		22		1			33			4	58	62
9			3	2		1		1		11	12		15	15						2		28					30			15	45	60
10				9		1		1		19	7		7	30						2		30					32			7	62	69
11				9		5		1		9	8		8	24			1	3	1	2		16		1	4		6	22			14	46	60
12				2				1		21	5		5	24			4	2	1	3		2			12		17	7			22	31	53
13						3				16	1		1	19						3								3			1	22	23
14			1	2		2		2		3	11		12	9				2		2		1		1	9		9	6		1	21	16	37
			4	31		19		6		90	48		52	146			5	8	2	23		99		3	25		32	133		1	84	280	364
15				1	1	4				32	2		3	37				3	2			2					2	5			5	42	47
16				15		4				4	8		8	23				1	1	6				1			1	8			9	31	40
17				2		4		1		22	8		8	29				2										2			8	31	39
18				2		10				25	2		2	37			1	1		3					4		5	4			7	41	48
19				1		4				23	3		3	28					2	1				1	4		6	2			9	30	39
20				3										3			2	1		5		1					2	7			2	10	12
21				1		1		2		17	4		4	21				1							9		9	1			13	22	35
				25	1	27		3		123	27		28	178			3	9	5	15		3		2	17		25	29			53	207	260
22			1	2		1		4		14	10		11	21						3				2				5			11	26	37
23				1	1	5		1		11	3		4	18			8			7					8		16	7			20	25	45
24				2	1			2		37	7		8	41				1						2				3		3	8	47	55
25			1	5		7		1		22	4		5	35			5		1	1		2		2	6		12	5		1	17	41	58
26			1	5		3				8	19		20	16			8								8		16			1	36	17	53
27				8							9		9	8				4										4			9	12	21
28				3						9	17		17	12				1		2				1				4			17	16	33
29				4		10		3		8	3		3	25				1		2		23						26			3	51	54
30				2		1				19	20		20	22				1		4	1	6		2			1	13		1	21	36	57
			3	32	2	27		11		128	92		97	198			21	8	1	19	1	31		9	22		45	67		6	142	271	413
Tl			8	112	4	111		22		472	209		221	717			32	28	12	84	2	210		17	100		146	339		8	367	1064	1431

FREIGHT LOADS—OCTOBER, 1903.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W
1			1	3		21				11	6		7	35
2				3	1					33	29		30	36
3				3		11		1		11				26
4			2			2				7	6		8	9
5				7		1				24	22		22	32
6								4		26	23		23	30
7			3	1		4		2		17	17		20	24
			6	17	1	39		7		129	103		110	192
8				3	1	5				18	2		3	26
9				2		6		1		16	1		1	25
10						7			1	14	20		21	21
11			2	3		1							2	4
12			1	1		19	1	8		18	7		9	46
13				3		8				11	2		2	22
14				6		1				16	11		11	23
			3	18	1	47	1	9	1	93	43		49	167
15				10		5				17	17		17	32
16				5		8		2		12				27
17				1		14				19	12		12	34
18				1						5	1		1	6
19			1	3		14		6		12	7		8	35
20			1	9		5			1	20	3		5	34
21				7		11		4		18	9		9	40
			2	36		57		12	1	103	49		52	208
22				2		6				17	9		9	25
23			2	17		5				15	10		12	37
24				5		4		1		17	5		5	27
25			1	5				1			3		4	6
26			3	4		15				23	16		19	42
27			4	7		8				17	5		9	32
28				1		2				22	4		4	25
29			1	4		12		1		10	13		14	27
30				2		9		3		11	12		12	25
31				6						25	1		1	31
			11	53		61		6		157	78		89	277
Tl			22	124	2	204	1	34	2	482	273		300	844

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	L'C'L E	L'C'L W	TOTAL E	TOTAL W	Total Moved
1			3	2		2				1	7		10	5			17	40	57
2			2	1							4		6	1			36	37	73
3			2			3					1		3	3			3	29	32
4						1					2		2	1			10	10	20
5			4			4				1	4		4	9			26	41	67
6														9		1	23	40	63
7						2								3			20	27	47
			7	3		12				2	18		25	31		1	135	224	359
8			7	1	2						6		15	6			18	32	50
9			5	3	1					1			6	4			7	29	36
10			4		1	7					3		8	9		3	29	33	62
11			2	1		4							2	5			4	9	13
12				4	1	5							1	38			10	84	94
13			1			2					2		3	21		1	5	44	49
14				3	1						1		2	4			13	27	40
			19	12	6	18					53		37	87		4	86	258	344
15				4		5								9		1	17	42	59
16						3					22			26				53	53
17			8	1		2					26		14	29			26	63	89
18				1							22			23			1	29	30
19			2	1		5					9		4	15		1	12	51	63
20					1								1	4			6	38	44
21			5	1		5					5		5	12	1		15	52	67
			15	10	1	20					84		24	118	1	2	77	328	405
22			1	1		1					1		1	6		2	10	33	43
23				2										2		1	12	40	52
24			19	1		1					2		29	4		2	34	33	67
25			9	1							2		16	3			20	9	29
26						5						2		7		2	19	51	70
27				1		4						1		6			9	38	47
28				1							2			3		1	4	29	33
29			2	1								1	3	2			17	29	46
30			2	1		5					1		13	7			27	32	59
31			3	1	1						4		20	5			25	36	61
			75	39	8	66					154		22	91		8	177	330	507
Tl																	475	1140	1615

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—																	
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		L'C'L		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1					3				9	15		15	12				1		3						2		4	2	3	17	19	36
2			1	1	4			1	7	11		13	12												2		2			15	12	27
3				2	3				22	1		1	27					1	1				2	1			2	3	1	3	31	34
4			1	9	4		1			22		23	14				1		4								5			23	19	42
5				2	20		7		22	3		3	51			2			3				2	7		9	5			12	56	68
6				1	14	1	1		16	9		10	32						8				3				11	1		11	43	54
7				5	3				16	2		2	24			4	3		2				1	3		7	6			9	30	39
			2	20	51		9	1	92	63		67	172			6	5	1	21				8	13		20	34	3	4	90	210	300
8				4	9	1				1		2	13											7		7			9	13	22
9				2	20				11	18		18	33						2				2	1		1	4		4	19	41	60
10				3	16		2		20	17		17	41				1		1								2			17	43	60
11			1	2	30		1		21	1		2	54						4				1	4		4	5			6	59	65
12				2	9				15				26			1			3				1	1		2	4	3	2	5	32	37
13			1	2	15				20			21	37				2		6				1				9			21	46	67
14				11			3		7	1		1	21				2							14		14	2		3	15	26	41
			2	26	1	99	5		94	38		61	225			1	5		16				5	27		28	26	3	9	92	260	352
15					14		5		11				30					1	1				1			1	2			1	32	33
16			1	1	24				14	23		24	39				1		5				1				7			24	46	70
17			3				1		10	3		6	11				1							3		3	1			9	12	21
18			2	2	4				13	16		18	19				2		4				2	3		3	8	1		22	27	49
19				1	20		3		27	8		8	51						4				1	1		1	5		5	9	61	70
20			3	3	13				13	2		5	29			2			6					7		9	6		1	14	36	50
21				1			1	1	15	8		9	17										1	1		1	1	1		11	18	29
			9	8	75		10	1	103	60		70	196			2	4	1	20				6	15		18	30	2	6	90	232	322
22				1	3								4						1								1				5	5
23			2	1	9				12	13		15	22			1			3		1		3			1	7			16	29	45
24			2	2	17				17	2		4	36				4		4				1			5	9			9	45	54
25				4	8	1	1		22	2		3	35			3							1	1		4	1			7	36	43
26			3		3				22			3	25						1								1	2		5	26	31
27				3	21		1		16	20		20	41						1		2						3		1	20	45	65
28			2	6	12		3		14	1		3	35			3					9		1			3	10			6	45	51
29					7	1			8			1	15						2								2			1	17	18
30				2	24				7	1		1	33			3	2		6	1		1		6		11	8			12	41	53
			9	19	1	104	1	5		118	39		50	246			10	6		18	1	12	1	6	7		24	42	2	1	76	289	365
Tl			22	73	3	329	1	29	2	407	200		248	839			19	20	2	75	1	12	1	25	62		90	132	10	20	348	991	1339

FREIGHT LOADS—DECEMBER, 1903.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL	
	E	W	E	W	E	W	E	W	E	W	E	W	E	W
1			1	18						8	10		11	26
2				3		30				13	10		10	46
3			3	7		7		1		29	4		7	44
4				3		5				15	1		1	23
5			2	9		13				8	14		16	30
6				3		6				5				14
7			3	6	1	36				10	2		6	52
			9	49	1	97		1		88	41		51	235
8			1	14		7		2		5	20		21	28
9			1	3		14				18	4		5	35
10			2	2	1	4				17	1		4	23
11				4		28			1	6	2		3	38
12				1		4		5	1	25	11		12	35
13						10								10
14			1	2		10		1		3	2		3	16
			5	26	1	77		8	2	74	40		48	185
15				2						17	2		2	19
16				5						10	13		13	15
17			2	2		40				16	9		11	58
18				11						34	5		5	45
19				1						19	19		19	20
20						20				9	19		19	29
21				2		35		2		4	7		7	43
			2	23		95		2		109	74		76	229
22				3		8				21	6		6	32
23			3	1	1			1		27	15		19	29
24				8		7				7	5		5	22
25						4				3				7
26				1		8				11	18		18	20
27			1		1	11				18	1		3	29
28			1	3		10		8		8	18		19	29
29				3	1					10	7		8	13
30			2	3		9				19	22		24	31
31			1	3		10				12	14		15	25
			8	25	3	67		9		136	106		116	237
T1			24	123	5	336		20	2	407	261		292	886

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				1		5				1	1		1	7			12	33	45
2				1		7				2	9		9	10	2		21	56	77
3			2			4		1		1				8			7	52	59
4			1			4	1				1		3	4		1	4	28	32
5			3			4		1			7		10	5			26	35	61
6										2				2		1		17	17
7						2				2	2		2	5			8	57	65
			4	5		26	1	2		8	20		25	41	2	2	78	278	356
8						4		3			2		2	7			23	35	58
9			1	1		1							1	2			6	37	43
10						1				1	7			9		1	4	33	37
11			2			13								15			3	53	56
12			1							1	3		3	2			15	37	52
13																		10	10
14						4								4		2	3	22	25
			4	1		23		3		2	12		6	39		3	54	227	281
15			3							2	4		4	5			6	24	30
16					1					1	8		9	1			22	16	38
17			1			9					2		2	10		1	13	69	82
18										1				1			5	46	51
19											5		5		3		27	20	47
20			2	1		3					3		4	5			23	34	57
21						11		1						12			7	55	62
			6	2		23		1		4	22		24	34	3	1	103	264	367
22											1		6	4			12	36	48
23			3					3			2			5			19	34	53
24						2				2	2		2	5			7	27	34
25						5								5				12	12
26						2				4	3		3	7			21	27	48
27			1			1				1	12		21	2			24	31	55
28						3				2				10			19	39	58
29			2											2		1	8	16	24
30						4				1				5			24	36	60
31						7				1	2		2	11			17	36	53
			14	25		24		3		14	25		34	56		1	151	294	445
T1			30	16	3	96	1	9		28	79		89	170	5	7	386	1063	1449

FREIGHT LOADS—JANUARY, 1904.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W
1			1	9		4				12			1	25
2				2		2				6	6	1	6	10
3						9				11				20
4				2		13				9	10	2	10	24
5				5		2				9	17	2	17	16
6				6		2		1		16	3	1	3	25
7				3				1		21	8	1	8	25
			1	27		32		2		84	44	7	45	145
8				1		7		3		19	9	1	9	30
9			1	3						1	6	1	7	4
10										14	28		28	14
11				7		3		3		8	2	2	2	21
12			4	2					1	7	3	1	8	9
13				3	1	6		2		20	1	1	2	31
14				4		27		1		16	15	2	15	48
			5	20	1	43		9	1	85	64	8	71	157
15			1	6		9				16	14	1	15	31
16				12		4				27	2	1	2	43
17				7		9				7	20		20	23
18				2	2	15		1		6	6	1	8	24
19				12		10		3		12	7	1	7	37
20				1		5				19	2	1	2	25
21				5	1	2		4			15	2	16	11
			1	45	3	54		8		87	66	7	70	194
22				5		1				14	1	1	1	20
23				1		8		1		16	11	1	11	26
24										15	14		14	15
25				1		7				4	10		10	12
26				3		4				13	5	2	5	20
27				7		11		1		11	2	1	2	30
28				3	1	13				9	10	2	11	25
29				20		2		1		9	3	2	3	32
30				2	1	11				11	4	1	5	24
31			1	4	1					8			2	12
			1	46	3	57		3		110	60	10	64	216
Tl			8	138	7	186		22	1	366	234	32	250	712

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	L'C'L E	L'C'L W	TOTAL E	TOTAL W	Total Moved
1				5		14					18		18	19			19	44	63
2						8				1				9	2	1	8	20	28
3						17								17				37	37
4				1		2				2	4		4	5			14	29	43
5				1		17					1		1	18			18	34	52
6			1		2	9					6	1	11	10			14	35	49
7										1	1		1	2			9	27	36
			3	9	2	67				4	30	1	35	80	2	1	82	226	308
8				1		7					9		9	8			18	38	56
9										1	2		2	2			9	6	15
10															1		29	14	43
11						23					4		4	23			6	44	50
12				1		9				1	6	1	6	11	1		15	20	35
13				1		13				2	3		12	16			14	47	61
14				3		14					8		11	15		1	26	64	90
			3	10	2	66				4	32	1	44	75	2	1	117	233	350
15				1		18					3		3	18			18	49	67
16				1	2	10					8	1	9	12			11	55	66
17						1				1				2			20	25	45
18				5		9					6		11	9		3	19	36	55
19					4	1					4	1	4	5			11	42	53
20						4				2	9		9	6	2	1	13	32	45
21			1	2		10					3	1	4	12		1	20	24	44
			4	9	6	75				3	33	3	40	64	2	5	112	263	375
22			9	3							1	6		15	4	1	1	17	25	42
23			1	1		3					4	3		4	8			15	34	49
24																		14	15	29
25						1					1	7		7	2			17	14	31
26						3									3			5	23	28
27				1		6					1	3		3	8			5	38	43
28					1	10						2	1	2	11			13	36	49
29				2		13						2		2	15			5	47	52
30						10						3		3	10			8	34	42
31															1			2	13	15
			10	9	2	46					7	26	1	36	62	1	1	101	279	380
Tl			32	31	2	232					18	121	6	155	281	7	8	412	1001	1413

FREIGHT LOADS—FEBRUARY, 1904.

| | St. L. K. & N. W. R. R. Co. Interchange with— | | |

FREIGHT LOADS—MARCH, 1904.

| | St. L. K. & N. W. R. R. Co. Interchange with— | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | M. K. & T. R. R. Co. Interchange with— | | | | | | | | | | | | | | | | | | |

FREIGHT LOADS—APRIL, 1904.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1			1	1		3				13	3	3	4	20			4			2			1	2	1	6	4			10	24	34
2			1			2		1		2	1	2	2	7			2	1				1	3	6	1	8	6		1	10	14	24
3											1		1																	1		1
4				2		3				6	4	2	4	13				3		6		1	1	7	1	7	12			11	25	36
5			1	1		2				6	4	3	5	12			2			4				7	1	9	5			14	17	31
6				1		4				5	1	3	1	13				1		4				3	1	3	6	3		7	19	26
7			1	2		5				12	1	2	2	21			5	1		1			1	13	2	18	5			20	26	46
			4	7		19		1		44	15	15	19	86			13	6		17		2	6	38	7	51	38	3	1	73	125	198
8				4						9	4	2	4	15			2	1						7	1	9	2		1	13	18	31
9				3	1	10				12	1	2	2	27				4		4				7	1	7	9			9	36	45
10			2										2				2									2				4		4
11				5		8				1	2	6	2	20				7	1	4			7	7	1	8	19			10	39	49
12			2	2		5				18	2	5	4	30						10				1	1	1	11			5	41	46
13						6				8	3	5	3	19				1		2			1	18	2	18	6			21	25	46
14			2		1					1	2	2	5	3			1	2						1	1	2	3			7	6	13
			6	14	2	29				49	14	22	22	114			5	15	1	20			8	41	7	47	50		1	69	165	234
15				2		7		1		13	3	5	3	28			3	3		7				7	1	10	11			13	39	52
16					1	5		1		14	4	3	5	23						2				5	1	5	3			10	26	36
17											1		1				1							4		5				6		6
18			1	5		8				3	2	5	3	21				1		8					2		11		1	3	33	36
19				1		6				3	1	4	1	14			2		1	7					1	3	8	1		5	22	27
20			1	1		2				2	5	1	6	6				2	1	2			1		1	1	6	1		8	12	20
21			1			2	1			8	7	1	9	11			5							5	1	10	1			19	12	31
			3	9	1	30	1	2		43	23	19	28	103			11	6	2	26			1	21	7	34	40	2	1	64	144	208
22				1		6				4	2	4	2	15			5			1				5	3	10	4	2		14	19	33
23				1		2				2	7	3	7	8			4	1		3			1	5	1	9	6	2		18	14	32
24			1								1		2											6		6				8		8
25				1		5		1		7	2	1	2	15				4		2			3		5		14			2	29	31
26				3						17	6	6	6	26				8							1		9	2		8	35	43
27					1					6	1	4	2	10			3						1	7	1	10	2			12	12	24
28						2								2						3							3				5	5
29																																	
30																																	
			1	6	1	15		1		36	19	18	21	76			12	13		9			5	23	11	35	38	6		62	114	176
Tl			14	36	4	93	1	4		172	71	74	90	379			41	40	3	72		2	20	123	32	167	166	11	3	268	548	816

M. K. & T. R. R. Co. Interchange with—

FREIGHT LOADS—MAY, 1904.

	St. L. K. & N. W. Interchange with—														M. K. & T. Interchange with—																
	K. LINE		BIG 4		C.P.& ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.& A.		I. T.		Local		Total		Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1																															
2																															
3																															
4																															
5																															
6				4						2			6										1				1		7		7
7				1		11					8	2	8	14			15	5	3	9			15	9	2	27	31		35	45	80
				5		11				2	8	2	8	20			15	5	3	9			16	9	2	27	32		35	52	87
8				1		17				6				24			14		1	3			1	19		34	4		34	28	62
9				4		6				15	2	4	2	29				4						18	1	18	5		20	34	54
10				2	1					4	1	4	2	10				2	2					3	1	5	3		7	13	20
11					1	7		2		6	1	3	2	18				1			1			1	1	1	3	1	3	22	25
12			1	3				1		13	3	5	4	22			4	1				2	1	10	1	14	5	1	19	27	46
13				2		8		1		13	3	3	3	27				2					1	1	2	1	5		4	32	36
14			2	1			1			11	1	2	4	14			5					1	1	7	1	12	3	1	17	17	34
			3	13	2	38	1	4		68	11	21	17	144			23	10	3	3	1	3	4	59	7	85	28	2	1	104	173	277
15					1								1				5		2		1					8			9		9
16						6				8	3	2	3	16				1	1					12	3	13	4	1	17	20	37
17				4		2				11		3		20				1							1		2			22	22
18				1						14	2	4	2	19			4		1					1	5	1		7	20	27
19				3	1	5				13	1	4	2	25			1	2	3	2				10	1	14	5	1	17	30	47
20			2	1		2				16	6	2	8	21			2						1	2	2	4	3		12	24	36
21				1	1	3				13		6	1	23			2	3	2	1				7	1	11	5		12	28	40
			2	10	3	18				75	12	21	17	124			14	7	9	3	1		1	31	9	55	20	2	74	144	218
22											3		3				6		1					7		14			17		17
23				4						10	2	5	2	19				1		3					3		7		2	26	28
24			1							10	5	3	6	13				1		1			2	5	1	5	5		11	18	29
25				2	2					9	2	2	4	13			3	2	1	1			1		3	4	7	1	8	21	29
26			2		1	4				14	3	3	6	21			2		1					1	3	4	3		10	24	34
27				2		3				21	1	4	1	30			3	1		2			1	2	1	5	5		6	35	41
28				5		6		7		6	1	2	1	26					1	2		1		1	4	2	7		3	33	36
29			1								3		4				5								5	5	5		9	5	14
30				3		6				1	1	2	1	12				5		3						8			1	20	21
31				3		2		3		1	1	2	1	11			2	3		1				1	1	3	5		4	16	20
			4	19	3	21		10		72	22	23	29	145			21	13	4	13		1	4	17	21	42	52		71	198	269
Tl			9	47	8	88	1	14		217	53	67	71	433			79	35	19	28	2	4	25	116	30	209	132	4	2	284	567	851

FREIGHT LOADS—JUNE, 1904.

	St. L. K. & N. W. Interchange with—																M. K. & T. Interchange with—																	
	K. LINE		BIG 4		C.P.&ST.L.		C. & A.		I. T.		Local		Total		C.B.& Q.		BIG 4		C.P.& ST.L.		C.&A.		I. T.		Local		Total		Local		Total		Total
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	Moved
1			2	5		2		4		5	10	5	12	21				2		3		1				7		13			12	34	46
2				1		3		2		4	3	4	3	14				2	1	3					10	1	11	6			14	20	34
3			1			10				3	12	3	13	16			2	2	1						2	1	5	3			18	19	37
4			1			3		6		9	6	5	7	23			7			3					3	2	10	5			17	28	45
5					1					4			1	4			1			1			2	11		12	3			13	7	20
6				1		4		3		18	10	1	10	27				3		1				1	2	1	6		1	11	34	45
7				6		3		4		13	8	4	8	33				2		2				4	1	4	5			12	38	50
			4	13	1	25		19		59	49	22	54	138			10	11	2	13		1		2	31	14	43	41		1	97	180	277
8				1		1		2		8	2	3	2	15				2							6	4	6	6			8	21	29
9				4	1					12	4	3	5	19						6					6	2	6	8			11	27	38
10			1	2		1		5		10	4	4	5	22						5		2		1	2	1	2	9			7	31	38
11				2		5		6		11	2	5	2	29			1	2		2	1	1			11	1	13	6			15	35	50
12						1				2				3						3								3				6	6
13				1				1		9	3	2	3	13				4		7					8	2	8	13			11	26	37
14				3						5	1	5	1	13						3					2	1	2	4			3	17	20
			1	13	1	8		14		57	16	22	18	114			1	8		26	1	3		1	35	11	37	49			55	163	218
15			2	1		7		5		6	4	4	6	23						5	1						1	5			7	28	35
16				1						15	2	2	2	18				2		2					4	1	4	5			6	23	29
17			1							13	5	2	6	15				1			1					3	1	4			7	19	26
18						5			1	18	3	5	4	28				1		6					4	2	4	9			8	37	45
19																			5	1							5	1			5	1	6
20						7				10	2	4	2	21				2							7		7	2			9	23	32
21				1				10		7	1	4	1	22										1	5	1	5	2			6	24	30
			3	3		19		15	1	69	17	21	21	127				6	5	14	2			1	20	7	27	28			48	155	203
22								2		6	5	2	5	10				1	1					1	1	1	2	3			7	13	20
23				1		2		3		25	1	3	1	34				1	2	7				1	1	1	3	10			4	44	48
24				2	1	2		5		18	3	3	4	30					1	4	1	2			1	1	3	7			7	37	44
25			1	1				1		24	2	4	3	30			1	1						1	5	2	6	4			9	34	43
26																																		
27			2	2		4		3		2	2	2	4	13				2		4					3	1	3	7		1	7	21	28
28								3		10	1	2	1	15				2	1		1				6	3	8	5			9	20	29
29			3	2		1		4		12	1	3	4	22				1		1					2	1	2	3	1		7	25	32
30				1		2		2		23	2	4	2	32				2	2	8	1				5	1	8	11			10	43	53
31																																		
			6	9	1	11		23		120	17	23	24	186			1	10	7	24	3	2		3	24	11	35	50	1	1	60	237	297
Tl			14	38	3	63		71	1	305	99	88	117	565			12	35	14	77	6	6		7	110	43	142	168	1	2	260	735	995

FREIGHT LOADS—JULY, 1904.

| | St. L. K. & N. W. Interchange with— | | |

FREIGHT LOADS—AUGUST, 1904.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—																			
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W				
1	....	....	..	..	..	3	..	..	..	9	2	3	2	15	..	..	..	1	..	9	..	..	1	1	..	1	1	12	5	..	8	27	35				
2	....	....	1	..	1	..	..	5	..	8	1	3	3	16	..	..	..	..	..	..	..	..	..	..	..	2	..	2	3	..	6	18	24				
3	....	....	1	2	..	..	..	2	..	8	3	3	4	15	..	..	..	..	..	4	..	..	..	..	..	1	..	5	5	..	9	20	29				
4	....	....	..	1	1	1	..	3	..	11	1	6	2	22	..	..	..	1	1	2	2	..	1	3	1	6	5	5	..	13	27	40				
5	....	....	4	2	..	..	..	3	..	5	1	4	5	14	..	..	1	..	1	..	6	..	..	..	1	..	9	3	..	8	23	31				
6	....	....	1	1	..	3	..	..	..	13	..	3	1	20	..	..	..	..	1	1	4	..	..	..	3	1	8	7	..	9	28	37				
7	....	....	4	2	..	2	1	..	1	2	..	..	6	6	..	..	..	1	4	..	..	..	..	..	..	1	4	..	..	7	10	17				
	....	....	11	8	2	9	1	13	1	56	8	22	23	108	..	..	2	2	20	3	12	1	2	3	9	9	45	28	..	60	153	213				
8	....	....	..	5	..	5	..	..	..	18	3	4	3	32	..	..	..	..	..	..	2	..	2	..	4	..	8	1	..	4	40	44				
9	....	....	3	1	2	..	..	9	..	6	4	2	9	18	..	..	..	..	..	1	1	..	..	3	2	4	3	5	..	18	21	39				
10	....	....	..	1	..	2	..	..	..	18	1	2	1	23	..	..	1	..	4	7	..	..	..	..	4	1	9	8	2	..	12	31	43				
11	....	....	10	6	2	2	..	2	..	15	2	2	14	27	..	..	..	..	..	1	..	3	..	1	2	1	2	6	..	..	16	33	49				
12	....	....	4	1	..	..	..	5	..	7	..	4	4	17	..	..	1	2	..	2	..	..	1	2	1	6	3	5	1	15	21	36				
13	....	....	2	..	..	14	..	3	..	13	2	5	4	35	..	..	..	..	4	..	..	..	1	1	1	1	6	..	..	5	41	46				
14	....	....	2	..	..	1	..	..	..	..	..	..	2	1	..	..	..	..	1	3	1	..	..	..	..	2	3	..	..	4	4	8				
	....	....	21	14	4	24	..	19	..	77	12	19	37	153	..	..	1	1	7	15	4	6	..	5	12	10	24	37	13	1	74	191	265				
15	....	....	..	1	..	10	..	6	..	7	5	9	5	33	..	..	..	3	6	1	..	..	..	..	11	2	17	6	1	..	23	39	62				
16	....	....	12	..	..	2	..	..	..	13	8	4	20	19	..	..	..	..	..	..	1	..	..	1	..	1	1	2	6	..	27	21	48				
17	....	....	..	1	..	..	..	2	..	20	..	6	..	29	..	..	..	..	2	..	2	..	..	..	2	2	6	2	..	1	6	32	38				
18	....	....	1	..	..	7	..	6	..	13	..	1	1	27	..	..	..	1	1	3	..	..	..	1	..	1	1	6	..	..	2	33	35				
19	....	....	..	3	..	1	..	6	..	9	2	2	2	21	..	..	..	2	1	1	..	..	..	1	1	2	4	1	..	5	25	30				
20	....	....	6	3	..	..	..	..	..	11	5	3	11	17	..	..	..	..	2	..	1	..	3	..	1	3	4	..	..	14	21	35				
21	....	....	..	..	..	5	..	3	..	..	5	..	1	8	..	..	..	..	..	4	..	1	..	..	1	..	6	..	..	5	14	19				
	....	....	19	8	..	25	..	23	..	73	25	25	44	154	..	..	..	6	12	9	4	1	..	5	14	9	39	30	8	1	82	185	267				
22	....	....	1	3	..	3	..	..	..	20	2	2	3	28	..	..	..	2	..	..	..	..	1	..	4	2	5	4	..	..	8	32	40				
23	....	....	..	5	..	..	..	2	..	17	7	2	7	26	..	..	..	4	3	2	2	..	..	2	1	1	6	9	..	..	13	35	48				
24	....	....	3	..	1	5	..	3	..	14	1	2	5	24	..	..	1	..	7	1	..	..	..	2	3	1	11	4	5	..	21	28	49				
25	....	....	..	2	..	4	..	8	..	10	2	2	2	26	..	..	..	2	1	3	..	2	1	3	..	..	2	10	..	..	4	36	40				
26	....	....	5	4	2	4	..	..	..	8	3	2	10	18	..	..	..	2	..	1	..	..	..	..	2	2	2	5	..	..	12	23	35				
27	....	....	1	3	1	9	..	2	..	20	3	2	5	36	..	..	1	..	4	3	..	..	..	2	1	7	4	8	..	20	40	60				
28	....	....	..	2	..	2	..	..	..	..	..	..	..	4	..	..	1	2	..	4	..	..	..	..	..	1	6	..	..	..	1	10	11				
29	....	....	..	3	..	4	..	4	..	38	..	1	..	50	..	..	..	1	..	5	..	..	..	..	..	2	..	8	..	..	..	58	58				
30	....	....	1	1	4	3	..	4	..	12	1	2	6	22	..	..	1	1	2	1	1	..	1	1	1	1	6	4	6	1	18	27	45				
31	....	....	2	2	..	6	..	4	..	12	2	2	4	26	..	..	..	2	3	3	..	1	..	..	6	1	9	7	..	..	13	33	46				
	....	....	13	25	8	40	..	27	..	151	21	17	42	260	..	..	4	16	20	23	3	3	3	8	19	11	49	61	19	1	110	322	432				
Tl	....	....	64	55	14	98	1	82	1	357	66	83	146	675	..	..	5	25	41	67	14	22	4	20	48	39	112	173	68	3	326	851	1177				

FREIGHT LOADS—SEPTEMBER, 1904.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. R. R. Co. Interchange with—																	
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1			1	3				6		12	3	3	4	26					1		1	1	1	1	4	3	7	4			11	30	41
2			1	1		3		4		19		4	1	31			2			3					2	1	4	4	2		7	35	42
3				6		4		5		7	1	1	1	23				1	4	2	1				11	2	16	5			17	28	45
4			1	1		10				1	3		4	12						3			1			3		3	4			7	16	23
5				4		1		1		5	2		2	11			1	3	3	2						1	4	6	6		12	17	29
6			5	6		1		2		21	6	3	11	33			1		2	2					5	1	8	3			19	36	55
7			1	2		4		1		12	1	3	2	22			2			2					1	1	3	3	3		8	25	33
			9	23		25		19		77	16	14	25	158			6	4	10	14	2	1	1	1	26	9	45	29	11		81	187	268
8			2	3				7		10	2	4	4	24			3		3		2		3	2		1	11	3			15	27	42
9			2			2		1		20	6	2	8	25			2	1	1	2	1			1	4	1	8	5		1	16	31	47
10			4	2	1			6		12	4	1	9	21					12		1					1	13	1	1		23	22	45
11				1		7								8					2	2	1						3	2			3	10	13
12			2	6	1	5		8		18	3	2	6	39				1		2				4		1		8	3		9	47	56
13			1			7		5		15	2	2	3	29				1	3	3		1		2		1	3	8		1	6	38	44
14			3							12		1	3	13			1		2	1	3		1		1	1	8	2	7		18	15	33
			14	12	2	21		27		87	17	12	33	159			6	3	23	10	8	1	4	9	5	6	46	29	11	2	90	190	280
15						6		3		37	1	5	1	51				1		2					5	2	5	5			6	56	62
16						4				15	1	1	1	20				1		6			2	1	4	1	6	9			7	29	36
17			2		5	7	1	2		24	3	4	11	37					7	2	1		1	2		2	9	6			20	43	63
18			2										2				1		2				2		2		7		4		13		13
19						12		2		6	1	2	1	22				1							1	1	1	2			2	24	26
20				4	1	1		2		20		3	1	30				3		10			2		3	2	5	15			6	45	51
21			3	1		3				19	1	5	4	28						2			1	1	5	1	6	4			10	32	42
			7	5	6	33	1	9		121	7	20	21	188			1	6	9	22	1		8	4	20	9	39	41	4		64	229	293
22			1	1		2		7		18	2	5	3	33				2	1	1	4		3		12	1	20	4			23	37	60
23				1	5	9		2		19		2	5	33					1	3			5	2		1	6	6			11	39	50
24			1		2	9		1		15		3	3	28						1		2	3	4	1	1	4	8	4		11	36	47
25			2	4	1						2		5	4				2	2		1		2		8		13	2			18	6	24
26			3	2	2	12				11	3	6	8	31				2		6					4	1	4	9			12	40	52
27			1	3		2		13		7	4	5	5	30						1					5	2	5	3			10	33	43
28				7				5		16		2		30				3	1				4	1	2	1	7	5	1		8	35	43
29						5				38		3		46					1	1				5	6	1	7	7	4		11	53	64
30			1	5	4	4		5		3	9	4	14	21				4	1	2	2		2	2	9	3	14	11			28	32	60
			9	23	14	43		33		127	20	30	43	256				13	7	15	7	2	19	14	47	11	80	55	9		132	311	443
T1			39	63	22	122	1	88		412	60	76	122	761				13	26	49	61	18	4	32	28	98	35	210	154	35	2	367	917	1284

FREIGHT LOADS—OCTOBER, 1904.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W
1			1	7	1	6				12		2	2	27
2										7	1	2	1	9
3				4	1	3	1	1		4	2	2	4	14
4				1						5	6	3	6	9
5			1	4	1	3		11		10		4	2	32
6			4	2		7		7		18	1	4	5	38
7				1		3		1		9	7	6	7	20
			6	19	3	22	1	20		65	17	23	27	149
8				1	2	3				4		5	2	13
9			1	1						8		2	1	11
10			1	1		12		8		15	4	5	5	41
11			4	3	1			6		7		3	5	19
12			1	1		6				13	6	5	7	25
13				4	1	2		10		4	2	5	3	25
14				3		7				13		1		24
			7	14	4	30		24		64	12	26	23	158
15			1	2	1			3		19		5	2	29
16			1		1	6				4	4		6	10
17				1		6				8	1	5	1	20
18			4			7		7		17	1	3	5	34
19				6						22	2	3	2	31
20			6	2		5		1		21	1	2	7	31
21			5	4	1			1		17		1	6	23
			17	15	3	24		12		108	9	19	29	178
22				1		2	1	6		15	1	6	2	30
23			1		2		1				1		5	
24			7	11		4		4		11		4	7	34
25			5	4	1					10	3	6	9	20
26			4			5		6		20		2	4	33
27			10	2	1	8				6	2	4	13	20
28			3	9		1		2		15	1	6	4	33
29			3	1	3					14		2	6	17
30											3		3	
31			3	5		3				11	1	1	4	20
			36	33	7	23	2	18		102	12	31	57	207
Tl			66	81	17	99	3	74		339	50	99	136	692

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	Local E	Local W	TOTAL E	TOTAL W	Total Moved
1				1		4			4		15	1	19	6			21	33	54
2									4	1	2	1	6	2			7	11	18
3			1	2	1	6						2	2	10			6	24	30
4			1	2	3				3		9	1	16	3			22	12	34
5				1		8	2		6	3	1	2	9	14	6		17	46	63
6				1		1		1	5		2	2	7	5			12	43	55
7						3			2	2	14	1	16	7			23	27	50
			2	8	4	22	2	1	24	6	43	10	75	47	6		108	196	304
8										2	5	4	5	6			7	19	26
9										1				1			1	12	13
10				3		9			1		15	1	16	13			21	54	75
11				4						1	2	1	2	5			7	24	31
12				2	2	2		3	1		9	1	12	8			19	33	52
13				1		6			2	1		1	2	9			5	34	39
14												4	2	8		1	2	33	35
				10	3	21	1	3	4	4	31	12	39	50		1	62	209	271
15					6	4			1	2	2	1	9	7			11	36	47
16				2					3	1	11		14	3			20	13	33
17				1		7	1					1	1	9		1	2	30	32
18					1	1		1		5	4	2	5	9		1	10	44	54
19				5		1						1		7		1	2	39	41
20			4	1		1			1	2	8	1	13	4			20	35	55
21				1		1				1	5	1	6	4			12	27	39
			4	10	8	14	1	2	5	10	30	7	48	43		3	77	224	301
22						1	1	1	3	1	5	2	9	5			11	36	47
23			2		2								4				9		9
24				4	1	5	1		5		9	1	14	10	1	1	22	45	67
25										3	1		2	6			9	26	35
26						2	1	1				3	1	6			5	39	44
27			1		3	6			1		10	2	15	8			28	28	56
28												2			1		5	35	40
29																	12	21	33
30			1	1		3			3	1	2	2	6	4			7		7
31											4		4				5	26	31
			5	6	6	17	3	5	10	4	30	15	54	45	2	2	113	256	369
Tl			11	34	21	74	7	11	43	24	134	44	216	185	8	6	360	885	1245

FREIGHT LOADS—NOVEMBER, 1904.

	St. L. K. & N. W. R. R. Co. Interchange with—																				M. K. & T. R. R. Co. Interchange with—																					
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1				6		7				11		4		28												1		1				29	29
2			8		2	4		1		23	1	5	11	33				1			1	1	1	3	6	1	9	6			20	39	59
3			4	1	3	2		1		2	3	4	10	10					1	5			1	1	4	2	6	8	7		23	18	41
4			4							3	2	2	6	5						7			2	1	13	1	15	9			21	14	35
5			2	3	1	2					2	5	5	10				1	1				1	1	2	1	4	4			9	14	23
6			2		1						1		4				3						3		2		8				12		12
7			4			2				3		6	4	11						2	1	3		1		2	1	8		2	5	21	26
			24	10	7	17		2		42	9	26	40	97			3	2	2	14	2	5	9	7	27	8	43	36	7	2	90	135	225
8			1			2					1	3	2	5			1		1				1		1		2	3			4	8	12
9				1	1					1	2	3	3	5				1	5		1				9	1	15	2	6		24	7	31
10										6	1	5	1	11						1		3				1		5			1	16	17
11			2		1	4				1	3	4	6	9					3			1	2		2	2	7	3			13	12	25
12			1	1	1	3				17	1	6	3	27						7		3		1	4	1	4	12	8		15	39	54
13			3	4		2					1		4	6			1						4		4		9				13	6	19
14					1	12		2		8		4	1	26					1	6		4	1	3		1	2	14	7	1	10	41	51
			7	6	4	23		2		33	9	25	20	89			2	1	10	14	1	12	7	5	19	7	39	39	21	1	80	129	209
15			1	6		7		4		6		4	1	27			1		2						2	1	5	1	6		12	28	40
16			5	8	1	5	1				2	4	9	17				2	1	1	1			1		2	2	6			11	23	34
17			5	11	1	7		17		15	2	7	8	57						2				2	5	1	5	5	6	1	19	63	82
18			5	5		8		2		7	4	7	9	29			1			5			6		13	1	20	6	3		32	35	67
19			3	3						8	2	3	5	14			1		2		1	2			7	1	11	3			16	17	33
20			5	4		7				3		1	5	15									2		8		10				15	15	30
21			3	5		5		15		4	4	7	7	36			1								3	1	5	1		2	12	39	51
			27	42	2	39	1	38		43	14	33	44	195			4	2	5	8	3	2	8	3	38	7	58	22	15	3	117	220	337
22			2	3	1	11	1			25	1	1	5	40						4		2		1	5	1	5	8	2	1	12	49	61
23			4	9				8		9	4	7	8	33								3	7		6	2	13	5			21	38	59
24			5								1		6										2		10		12				18		18
25				5	2	9				12	2	2	4	28					1	2	1	3	2	1	2	1	6	7	6		16	35	51
26			6	3	5	1					1	1	12	5					1	5	2	3			4	1	7	9			19	14	33
27			4	4						9		5	4	18				1					1	4	3		4	5			8	23	31
28				2		1					1	3	1	6						2		5				1		8		2	1	16	17
29			3			3		1		4	3	7	7					2				2	3	2	2	1	2	8	3	1	12	16	28
30			3	2						21	1	7	4	30					2	2	1	1	3	2	2	1	8	6			12	36	48
			27	28	8	25	1	9		76	15	29	51	167					3	4	15	4	19	15	11	34	8	57	56	11	4	119	227	346
Tl			85	86	21	104	2	51		194	47	113	153	548				9	8	21	51	10	38	30	26	118	30	197	153	34	10	406	711	1117

FREIGHT LOADS—DECEMBER, 1904.

FREIGHT LOADS—DECEMBER, 1904.

St. L. K. & N. W. R. R. Co. Interchange with—

	K. LINE E	K. LINE W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W
1			2	6		2			17	1	4	3	29	
2			8	4		5			7	1	6	9	22	
3			3	4	1	6		1		2	1	6	12	
4				3					4		3		10	
5			1									1		
6			5	5		11		2	14	1	10	6	42	
7			3	4	3			5		2	3	8	12	
			22	26	4	24		8	42	7	27	33	127	
8			1	4		3		4	12		7	1	30	
9			2	4		3		7	19		8	2	41	
10						8			20		5		33	
11														
12				5		10			8	2	7	2	30	
13				4		1		2	5		1		13	
14			2	3		2			25		8	2	38	
			5	20		27		13	89	2	36	7	185	
15				7	1				17		10	1	34	
16				8		5			18		3		34	
17			5		2	1			14	6	9	13	24	
18														
19				5		3		1	17	4	5	4	31	
20									3	1	3	1	6	
21			1	3		2			24	3	5	4	34	
			6	23	3	11		1	93	14	35	23	163	
22				3		1		2	10	4	5	4	21	
23				5		1	1	1	26		2	1	35	
24				3		1		1	28		7		40	
25														
26														
27				3	1	3			11		2	1	19	
28			1		3	1			15		2	4	18	
29			2	8		2		1	28	2	2	4	41	
30				2		1			24	5	4	5	31	
31				3		4		3	21	2	3	2	34	
			3	27	4	14	1	8	163	13	27	21	239	
Tl			36	96	11	76	1	30	387	36	125	84	714	

M. K. & T. R. R. Co. Interchange with—

	C. B. & Q. E	C. B. & Q. W	BIG 4 E	BIG 4 W	C. P. & ST. L. E	C. P. & ST. L. W	C. & A. E	C. & A. W	I. T. E	I. T. W	LOCAL E	LOCAL W	TOTAL E	TOTAL W	Local E	Local W	TOTAL E	TOTAL W	Total Moved
1						1		3	2	6		1	2	11	3	2	8	42	50
2						1		1	3		1	1	4	3			13	25	38
3					1	3			1		3	1	5	4		1	11	17	28
4																			10
5																	1		1
6						13		3	4		2	3	6	19	1		13	61	74
7						6	3				2	1	5	7		1	13	20	33
					1	24	3	7	10	6	8	7	22	44	4	4	59	175	234
8			1			5	1		2	1	1	2	5	8	1	3	7	41	48
9				2		2	1		3		4	1	8	5		1	10	47	57
10						9			7		1	3	8	12			8	45	53
11																			
12						8			1		7	1	7	11		2	9	43	52
13						2			1		2	1	4	4	4		8	17	25
14						2			3	1	3	4	1				6	42	48
				2	1	28	2		12	2	18	9	35	44	6	6	48	235	283
15						1						2		3	1	1	2	38	40
16						8			5		15		20	8		1	20	43	63
17						6					5	2	5	8	3		21	32	53
18									6		11		17				17		17
19						5			1		3	1	4	6			8	37	45
20					1				3	2	4	1	8	3			9	9	18
21					1	9			1	1	6	1	8	11			12	45	57
					2	29			16	3	44	7	62	39	4	2	89	204	293
22						3	3	1	1		8	1	12	5	1	1	17	27	44
23					1	1			2	1			3	4			3	39	42
24						1			6		7	1	14	3			14	43	57
25																			
26																			
27									10		12	1	22				4	41	45
28						3			12	1	5		22				26	23	49
29					2	10	2		3		1	1	8	11	3		15	52	67
30						7			3		1	1	7	8	3	1	15	40	55
31									2		2	1	4	3	2	1	8	38	46
					3	40	7	2	27	1	32	9	72	61	9	3	102	303	405
Tl			2	14	10	121	12	9	65	12	102	32	191	188	23	15	298	917	1215

FREIGHT LOADS—JANUARY, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—																
	K. LINE		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		C. B. & Q.		BIG 4		C. P. & ST. L.		C. & A.		I. T.		LOCAL		TOTAL		Local		TOTAL		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1					2				19		2		23						1	5			2	6	9	1	12	12			12	35	47
2							1		1		2		4							6								6				10	10
3								2	1		7	2	8				4			1			2			1	2	6	1	1	5	15	20
4			4	1	2				22	8	3	9	31							5	1			1	5	1	6	7	2		17	38	55
5			2	1		1	1		9	4	1	6	13							1					5	1	6	2			11	15	26
6				3	2				3	3	11	3	19							4			9		2	1	11	5	1		15	24	39
7				3		1		2	14		2		22							3	1		3		1	1	5	4			5	26	31
			2	11	1	8		4	2	69	15	28	20	120					4	1	25	2		16	7	22	6	41	42	4	1	65	163	228
													1											4		7		11				12		12
8				1						3	1	3	1	8					1		13					2		16		1	1	25	26
9				1		1				8	1	4	1	17							3			1	1	5	1	6	5	1	8	22	30
10				4		1				18	3	4	5	28					2		10			1	1	4	1	5	14		10	42	52
11			2	2		4				10	1	4	1	17							4						1		5	1	2	23	25
12				3						6	3	3	3	11										4		2	1	6	1	1	10	12	22
13				2						3	1	4	3	18					3		12			1		2	1	3	13		6	31	37
14			1	6	1	5																		11	2	20	7	31	54	3	2	49	155	204
			3	18	2	11				48	10	22	15	99					3		42			11	2	20	7	31	54	3	2	49	155	204
													1																		1		1
15			1							8	2	4	2	22					1		9					5	1	5	11			7	33	40
16				3		4		3		28	1	3	1	35							3	1				4	1	5	4	2		8	39	47
17				1		3				7		2		22					1	1	2		1	2		1	1	4	5	2		6	27	33
18				7		6				15	5	7	5	28							3			4	1	5	2	9	6	1		15	34	49
19				4		1		1		1	3	3	4	6					1		1		3		1		1		7	2	2	6	15	21
20					1	2				9	1	4	3	33					2		10			6	1	3	1	9	14			12	47	59
21			2	8		2		10																									
			3	23	1	18		14		68	12	23	16	146					5	1	28	1	4	12	3	18	7	32	47	7	2	55	195	250
																								5		7		12		1		15	12	27
22			1							12	1		2	12													1		11			2	42	44
23				4		2		1		21	2	3	2	31					2		8					4	1	9	2			15	29	44
24				7		6				12	6	2	6	27					1	1				4		4	1	5					21	21
25				1						8		7		16							4						1						29	
26				3						1	11	3	11	7									1	3		4	3	7	4		18	11	29
27				6	1	6		20		20	7	4	8	56										5	1	19	2	24	3	2	34	59	93
28			1	4		6		9		17		3	1	39							3		1	4		11	1	15	5		16	44	60
29						2				10	1	1	1	13							9			1		3		4	9	1	6	22	28
30				11		1		3		15		5		35					1		8					2	2	2	11	2	1	4	47	51
31			2	9		5		8		9	1	2	3	33										1	1	4		5	1	1	9	34	43
			4	45	1	28		41		125	29	30	34	269					4	1	32			2	23	2	54	11	78	51	7	1	119	321	440
				97		85		89		310	66	103	85	934					16	3	127	3		6	62	14	114	31	182	194	21	6	288	834	1122

2850

FREIGHT LOADS—FEBRUARY, 1905

	St. L. K. & N. W. R. R. Co. Interchange with—																		M. K. & T. R. R. Co. Interchange with—																	
	K E	K W	Line E	Line W	Big 4 E	Big 4 W	CPStL E	CPStL W	C & A E	C & A W	I. T. E	I. T. W	Local E	Local W	Total E	Total W	"Q" E	"Q" W	Big 4 E	Big 4 W	CPStL E	CPStL W	C & A E	C & A W	I. T. E	I. T. W	Local E	Local W	Total E	Total W	Bdge Local E	Bdge Local W	Total E	Total W	Total Moved
1	...	...	...	...	2	1	..	4	..	6	..	18	1	5	3	34	..	..	..	..	..	8	..	..	5	..	1	1	6	9	1	..	10	43	53
2	...	...	...	...	...	3	..	6	..	..	..	9	3	3	3	21	..	..	..	1	..	4	..	..	4	1	4	1	8	7	1	2	12	30	42
3	...	...	...	...	..	..	..	7	..	..	..	..	..	5	..	12	..	..	..	..	..	2	1	..	4	..	4	1	9	3	..	..	9	15	24
4	...	...	1	6	1	7	..	..	..	..	6	4	3	6	22	..	..	..	..	1	..	5	1	..	..	..	2	1	3	7	..	..	9	29	38
5	...	...	1	..	..	10	..	3	..	..	..	4	..	5	13	..	..	..	..	..	..	2	4	..	3	..	..	..	7	2	..	..	12	15	27
6	...	...	..	5	..	6	..	..	..	..	..	2	1	2	12	..	..	..	..	1	..	2	..	..	..	1	1	1	4	..	..	..	3	16	19
7	...	...	..	6	..	3	..	5	..	38	2	6	2	58	..	..	..	..	..	..	..	3	..	1	..	1	..	3	..	8	..	1	2	67	69
	...	...	4	21	1	43	..	14	..	71	16	23	21	172	..	..	..	3	..	26	6	1	16	2	12	8	34	40	2	3	57	215	272
8	...	...	1	..	..	1	..	..	..	15	3	6	4	22	..	..	..	..	1	3	1	1	2	..	5	2	9	6	..	..	13	28	41
9	...	...	..	7	..	2	..	3	..	9	..	1	..	22	..	..	..	1	..	1	..	4	..	4	1	8	3	..	..	8	25	33
10	...	...	..	1	..	8	..	..	..	18	1	2	1	29	..	..	..	..	..	8	1	..	4	1	3	2	8	11	..	..	9	40	49
11	...	...	..	5	..	..	..	..	..	18	..	9	..	32	..	..	..	..	..	1	..	..	..	..	3	..	3	1	2	..	5	33	38
12	...	...	..	..	..	4	..	2	..	..	..	1	..	7	..	..	..	..	..	2	..	1	2	..	7	..	9	3	..	..	9	10	19
13	...	...	..	5	..	5	..	..	..	16	..	1	..	27	..	..	..	1	..	5	..	..	..	1	..	1	..	8	..	..	..	..	35	35
14	...	...	3	8	..	4	..	3	..	22	1	4	4	41	..	..	..	1	..	2	..	..	..	1	4	1	4	5	4	..	12	46	58
	...	...	4	26	..	24	..	8	..	98	5	24	9	180	..	..	..	3	1	22	2	2	12	3	26	7	41	37	6	..	56	217	273
15	...	...	..	7	..	5	..	..	..	13	1	11	1	36	..	..	..	..	..	4	..	..	..	..	2	1	2	5	..	..	3	41	44
16	...	...	3	2	1	1	..	..	..	18	1	3	5	24	..	..	..	..	1	1	1	..	1	3	..	2	3	6	1	..	9	30	39
17	...	...	1	2	1	5	..	..	..	15	2	1	4	23	..	..	..	..	..	2	..	1	..	..	..	1	..	4	..	..	4	27	31
18	...	...	1	3	..	7	..	3	..	7	1	4	2	24	..	..	1	..	..	3	..	..	..	..	4	1	5	4	..	..	7	28	35
19	...	...	..	..	..	3	..	..	..	..	1	..	1	3	..	..	..	..	..	1	..	..	..	..	5	..	9	1	..	..	10	4	14
20	...	...	..	4	..	12	..	3	..	21	1	4	1	44	..	..	..	1	1	4	1	..	..	1	..	1	2	7	2	..	5	51	56
21	...	...	3	5	2	5	..	6	..	12	3	4	8	32	..	..	..	..	1	5	..	1	1	..	1	1	3	7	3	1	14	40	54
	...	...	8	23	4	38	..	12	..	86	10	27	22	186	..	..	1	1	3	20	2	2	6	4	12	7	24	34	6	1	52	221	273
22	...	...	..	13	1	7	..	5	5	17	1	5	7	47	..	..	..	..	1	9	..	..	..	2	7	2	8	13	2	..	17	60	77
23	...	...	1	3	..	4	..	2	..	32	3	6	4	47	..	..	..	..	..	1	..	1	..	..	1	1	1	3	3	..	8	50	58
24	...	...	1	1	..	8	..	..	..	22	1	4	2	35	..	..	..	..	..	8	..	..	2	..	7	1	9	9	..	1	11	45	56
25	...	...	1	5	..	6	..	..	1	27	3	6	5	44	..	..	..	..	1	1	6	..	..	..	6	2	7	9	1	1	13	54	67
26	...	...	2	..	1	..	..	..	..	..	1	..	4	..	..	..	..	..	..	..	..	..	..	..	1	..	1	..	..	..	5	..	5
27	...	...	..	12	..	5	..	3	..	9	..	5	..	34	..	..	..	..	1	..	8	..	..	2	..	9	1	11	10	1	..	12	44	56
28	...	...	2	7	..	2	..	4	..	25	1	3	3	41	..	..	..	..	1	1	3	1	2	1	..	4	1	7	7	..	..	10	48	58
29	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	.....
30	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	.....
31	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	.....
	...	...	7	41	2	32	..	14	6	132	10	29	25	248	..	..	..	3	3	35	1	3	5	2	35	8	44	51	7	2	76	301	377
Tl.	...	...	23	111	7	137	..	48	6	387	41	103	77	786	..	..	1	10	7	103	11	8	39	11	85	30	143	162	21	6	241	954	1195

FREIGHT LOADS—MARCH, 1905.

	St. L. K. & N. W. R. R. Co.—Interchange with—																M. K. & T. R. R. Co. Interchange with—																					
	K Line		Big 4		CPStL		C & A		I. T.		Local		Total		"Q"		Big 4		CPStL		C & A		I. T.		Local		Total		Bdge Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W						
1	...	...	2	7	...	3	...	...	...	17	1	5	3	32	...	...	...	1	...	2	...	...	1	1	2	2	3	6	3	...	9	38	47						
2	...	...	1	5	...	1	...	7	...	9	2	8	3	30	...	...	...	...	...	8	...	1	4	...	3	2	7	11	...	1	10	42	52						
3	...	...	1	3	...	6	...	...	...	30	4	5	5	44	...	...	...	...	...	4	...	...	4	1	3	1	7	6	...	...	12	50	62						
4	...	...	1	1	...	4	...	8	...	10	1	9	2	32	...	...	...	1	...	3	...	3	1	1	5	3	6	11	3	...	11	43	54						
5	...	...	...	...	...	...	...	...	...	2	1	2	1	4	...	...	...	...	...	...	1	...	...	...	...	...	1	...	...	...	2	4	6						
6	...	...	...	5	...	3	...	8	...	4	1	3	1	23	...	...	...	1	...	8	...	2	7	...	5	2	12	13	...	1	13	37	50						
7	...	...	3	1	...	2	...	4	...	8	1	3	4	18	...	...	...	...	1	4	...	1	2	...	6	2	9	7	...	...	13	25	38						
	...	...	8	22	...	19	...	27	...	80	11	35	19	183	...	...	...	3	1	29	1	7	19	3	24	12	45	54	6	2	70	239	309						
8	...	...	2	10	...	1	...	...	...	9	1	11	3	31	...	...	...	1	...	4	...	...	4	...	1	2	5	7	...	...	8	38	46						
9	...	...	...	9	...	1	...	1	...	14	...	4	...	29	...	...	...	2	2	8	1	1	10	...	1	1	14	12	1	...	15	41	56						
10	...	...	...	9	...	1	...	...	...	1	3	7	3	18	...	...	...	1	...	2	...	...	7	...	7	1	14	4	1	...	18	22	40						
11	...	...	2	4	1	4	...	10	...	9	3	5	6	32	...	...	...	...	...	2	1	1	7	...	...	1	8	4	...	...	14	36	50						
12	...	...	2	...	...	...	...	...	...	...	1	...	3	...	...	...	...	...	...	4	...	...	...	...	...	...	...	4	1	...	4	4	8						
13	...	...	...	4	...	2	...	...	...	9	2	4	2	19	...	...	...	2	...	8	...	2	1	...	...	1	1	13	...	...	3	32	35						
14	...	...	5	9	1	6	...	...	3	12	...	5	9	32	...	...	...	2	...	3	...	...	...	...	...	1	...	6	...	...	9	38	47						
	...	...	11	45	2	15	...	11	3	54	10	36	26	161	...	...	...	8	2	31	2	4	29	...	9	7	42	50	3	...	71	211	282						
15	...	...	2	1	1	1	...	3	...	16	5	6	8	27	...	...	...	13	...	4	...	...	5	...	...	1	5	18	3	...	16	45	61						
16	...	...	1	3	...	...	...	7	...	...	9	6	10	16	...	...	...	2	...	...	2	3	7	...	1	1	10	6	2	1	22	23	45						
17	...	...	2	...	3	...	5	...	3	2	9	4	20	...	...	...	...	...	...	5	1	1	1	2	...	1	2	9	1	...	7	29	36						
18	...	...	2	4	...	1	1	...	...	6	4	7	7	18	...	...	...	4	...	3	3	...	3	...	1	2	7	9	2	...	16	27	43						
19	...	...	1	...	2	...	...	...	...	...	...	...	3	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3	...	3						
20	...	...	...	3	...	4	...	3	...	...	4	2	4	12	...	...	...	5	...	9	...	2	3	...	...	1	3	17	...	...	7	29	36						
21	...	...	2	...	1	...	1	1	...	7	8	7	12	15	...	...	...	7	...	2	...	1	5	1	...	1	5	12	3	...	20	27	47						
	...	...	10	11	4	9	2	19	...	32	32	37	48	108	...	...	...	31	...	23	6	7	24	3	2	7	32	71	11	1	91	180	271						
22	...	...	1	1	...	...	...	4	...	9	1	6	2	20	...	...	...	7	...	...	1	1	1	...	2	1	4	9	...	1	6	30	36						
23	...	...	1	2	...	...	2	8	...	17	4	8	7	35	...	...	...	...	...	2	...	3	...	...	...	1	...	6	...	...	7	41	48						
24	...	...	3	2	2	...	1	...	...	8	5	6	11	16	...	...	...	2	...	9	...	...	7	...	1	1	8	12	2	...	21	28	49						
25	...	...	...	1	1	...	...	17	...	14	...	7	1	39	...	...	...	2	...	2	...	2	2	...	4	1	6	7	...	...	7	46	53						
26	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...						
27	...	...	...	4	...	2	...	4	...	8	1	4	1	22	...	...	...	10	...	4	...	...	...	1	...	1	...	16	1	...	2	38	40						
28	...	...	1	1	1	...	...	20	...	12	2	5	4	38	...	...	1	1	...	2	...	...	2	...	4	1	7	4	...	...	11	42	53						
29	...	...	1	2	...	1	...	7	...	9	3	4	4	23	...	...	...	3	1	2	2	2	3	...	5	2	11	9	1	3	16	35	51						
30	...	...	...	1	...	1	1	1	...	9	3	5	4	17	...	...	...	...	...	2	...	...	2	...	6	1	8	3	...	...	12	20	32						
31	...	...	3	2	...	2	...	3	...	7	...	5	3	19	...	...	...	2	...	3	...	2	...	...	6	2	6	9	...	...	9	28	37						
	...	...	10	16	4	6	4	64	...	92	19	50	37	229	...	...	1	27	1	26	3	10	17	1	28	11	50	75	4	4	91	308	399						
Tl.	...	...	39	94	10	49	6	121	3	258	72	158	130	681	...	...	1	69	4	109	12	28	89	7	63	37	169	250	24	7	323	938	1261						

FREIGHT LOADS—APRIL, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—														M. K. & T. R. R. Co. Interchange with—																				Total Moved
	K Line		Big 4		CPStL		C & A		I. T.		Local		Total		"Q"		Big 4		CPStL		C & A		I T		Local		Total		Bdge Local		Total		
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1	...	...	3	2	..	..	..	9	..	6	2	7	5	24	..	..	1	..	..	1	..	..	..	..	4	2	5	3	2	..	12	27	39
2	...	...	3	..	..	..	1	..	3	..	..	..	7	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	8	..	8
3	...	...	..	2	..	1	..	6	..	1	..	6	..	16	..	..	..	8	..	3	..	..	..	..	..	2	..	13	2	..	2	29	31
4	...	...	5	1	..	1	..	4	1	13	2	3	8	22	..	..	..	1	..	2	..	2	..	..	10	1	10	6	..	..	18	28	46
5	...	...	1	1	..	..	..	5	..	6	1	6	2	18	..	..	..	3	..	2	..	..	..	1	1	1	1	7	2	..	5	25	30
6	...	...	..	..	..	..	..	..	..	6	2	6	2	12	..	..	..	2	..	5	..	2	..	..	9	1	9	10	1	..	12	22	34
7	...	...	..	1	..	1	..	4	..	7	6	2	6	15	..	..	..	5	..	3	..	..	1	..	2	1	3	9	3	..	12	24	36
	...	...	12	7	..	3	1	28	4	39	13	30	30	107	..	..	2	19	..	16	..	4	1	1	26	8	29	48	10	..	69	155	224
8	...	...	6	2	..	..	1	1	..	9	9	4	16	16	..	..	..	3	..	3	1	2	..	..	5	1	6	9	..	..	22	25	47
9	...	...	2	..	..	..	..	..	..	..	..	..	2	..	..	..	1	..	2	..	..	..	..	..	10	..	13	..	..	..	15	..	15
10	...	...	..	..	..	1	..	4	..	4	3	7	3	16	..	..	..	2	..	6	..	1	..	..	..	1	..	10	2	2	5	28	33
11	...	...	..	1	..	3	1	1	..	..	8	4	9	9	..	..	..	2	..	2	..	..	2	1	2	1	4	6	2	2	15	17	32
12	...	...	..	1	1	1	1	8	..	9	5	3	7	22	..	..	2	..	..	..	..	2	..	..	6	1	8	3	3	3	18	28	46
13	...	...	1	..	2	3	..	1	..	14	3	4	6	22	..	..	1	..	..	3	1	..	..	..	5	1	7	4	3	3	16	29	45
14	...	...	1	..	1	..	..	6	..	10	1	4	3	20	..	..	1	1	..	3	..	..	..	1	5	1	6	6	..	1	9	27	36
	...	...	10	4	4	8	3	21	..	46	29	26	46	105	..	..	5	8	2	17	2	5	2	2	33	6	44	38	10	11	100	154	254
15	...	...	..	..	..	..	1	7	..	3	1	9	2	19	..	..	..	1	..	2	..	..	..	..	7	1	7	4	1	..	10	23	33
16	...	...	3	..	1	5	..	..	..	..	2	..	6	5	..	..	..	..	..	..	..	..	2	..	9	..	11	..	..	..	17	5	22
17	...	...	..	..	..	..	..	..	..	10	3	6	3	16	..	..	1	1	..	..	..	..	..	..	..	1	1	2	1	..	5	18	23
18	...	...	5	..	..	..	1	..	..	3	4	8	10	11	..	..	1	1	..	2	2	..	1	..	6	1	10	4	..	..	20	15	35
19	...	...	..	..	..	1	1	..	..	8	4	3	5	12	..	..	2	..	..	8	3	3	1	1	4	1	10	13	1	..	16	25	41
20	...	...	1	1	..	1	1	..	..	9	1	4	3	15	..	..	1	2	..	1	..	..	3	1	2	2	6	6	..	..	9	21	30
21	...	...	..	..	1	4	1	1	1	8	..	4	3	17	..	..	3	6	..	..	..	..	2	..	2	1	7	7	1	2	11	26	37
	...	...	9	1	2	11	5	8	1	41	15	34	32	95	..	..	8	11	..	13	5	3	9	2	30	7	52	36	4	2	88	133	221
22	...	...	5	1	1	4	..	..	..	6	5	3	11	14	..	..	1	4	..	1	..	..	2	..	..	..	1	3	6	..	..	14	20	34
23	...	...	2	..	1	..	4	..	..	..	..	..	7	..	..	..	3	..	..	3	..	..	..	..	..	..	..	3	3	..	..	10	3	13
24	...	...	..	3	..	..	..	4	..	7	2	4	2	18	..	..	..	8	..	1	..	..	1	..	..	3	1	12	3	1	6	31	37
25	...	...	2	..	..	1	..	4	..	14	3	4	5	23	..	..	1	3	..	3	..	..	..	..	..	1	1	7	2	..	8	30	38
26	...	...	3	1	..	..	..	..	..	5	1	4	4	10	..	..	1	..	2	..	..	..	..	..	..	1	3	1	..	..	7	11	18
27	...	...	2	4	..	1	..	..	..	11	8	4	10	20	..	..	..	2	..	3	..	2	5	..	1	1	6	8	2	..	18	28	46
28	...	...	3	1	1	..	..	..	..	13	1	4	5	18	..	..	..	2	..	1	..	1	..	..	1	1	2	4	1	..	8	22	30
29	...	...	1	1	4	..	..	5	..	9	3	2	8	17	..	..	..	6	1	7	..	3	2	..	7	1	10	17	1	..	19	34	53
30	...	...	1	..	1	..	..	..	..	7	1	3	3	10	..	..	..	..	..	2	..	..	4	..	4	1	8	3	2	..	13	13	26
31	...	...	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
	...	...	19	11	8	6	4	13	..	72	24	28	55	130	..	..	6	25	3	21	..	5	15	..	13	10	37	61	11	1	103	192	295
Tl	...	...	50	23	14	28	13	70	5	198	81	118	163	437	..	..	21	63	5	67	7	17	27	5	102	31	162	183	35	14	360	634	994

FREIGHT LOADS—MAY, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—																		M. K. & T. R. R. Co. Interchange with—																	
	K Line		Big 4		CPStL		C & A		I. T.		Local		Total			"Q"		Big 4		CPStL		C&A		I. T.		Local		Total		Bdge Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W		E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W		
1				3				1				4		8				4	6		3					1	4	10	2		6	18		24
2			2	1						8	1	7	3	16				2	4			1		3		2	1	8	5			11	21		32
3				1						7	2	7	2	15				1	2		1			1	1	2	2	4	6		1	6	22		28
4				2			1	7		10	4	5	5	24				3				1		2		6	1	12	1	1	5	18	30		48
5				2	3					8		4	3	14					3					4	1		1	4	5		2	7	21		28
6			1	1		3		1		6	2	3	3	14					4		1		1	3		8	1	11	7			14	21		35
7			2		1	1							3	1							2			2		8		10	2	1		14	3		17
			5	10	4	4	1	9		39	9	30	19	92				10	19		7	2	1	15	2	26	7	53	36	4	8	76	136		212
8				2						7	1	3	1	12				2	5		4						3	2	12	5	3	8	27		35
9			3		3	1		8		13	5	5	11	27				2		1	2			1		7	2	11	4		4	22	35		57
10			2	2	2	1					2	4	6	7				2		1				2		7	3	12	3	1		19	10		29
11				1						7	4	3	4	11					2			1		1		8	2	10	4	2	3	16	18		34
12										5	1	3	1	8				3	1		1	1		2	3	11	1	17	6		1	18	15		33
13				2				1		15	4	10	4	28				1	2		1			1	14	3	3	5	20		3	9	51		60
14			1								1		2					1								6		7		1	2	10	2		12
			6	7	5	2		9		47	18	28	29	93				11	10	2	8	2		7	17	42	14	64	49	9	16	102	158		260
15			2		2					8		3	4	11					7		2				6		2		17		2	4	30		34
16			2	1				2			3	6	5	9					4			1				2		2	5	5	3	12	17		29
17										8	3	4	3	12				1	1		1			1		5	1	7	3		5	10	20		30
18			1	1						5	1	2	2	8							2			1		6	1	7	3		2	9	13		22
19				2				1		14	1	6	1	23				5	6		2		1			1	2	6	11	2		9	34		43
20				1	1					8	1	5	2	14				3	2					3	3	2	1	8	6			10	20		30
21																																				
			5	5	3			3		43	9	26	17	77				9	20		7		2	5	9	16	7	30	45	7	12	54	134		188
22				1						5	10	2	10	8				1	4	1	4				5		1	2	14	1	1	13	23		36
23			1			1				6	4	6	5	13					4							2	1	2	5	1		8	18		26
24										11		4		15				1		1	1			5		2	1	9	2		1	9	18		27
25						1		1		1	2	4	2	7							1	1		1	2	6		8	3			10	10		20
26				4						16	1	6	1	26				1	4		2		1	2		2	1	5	8	3	1	9	35		44
27				1	3					7	5	5	8	13				4	1	1	1			1		8	2	14	4	1		23	17		40
28										1				1					1	1				1		6		8	1			8	2		10
29				1			1			2		4	1	7					4		2				1	1	1	1	8	1	2	3	17		20
30			1		1					6	3	2	5	8									1	1		1		2	1			7	9		16
31						1				7		3		11							2					4	1	4	3	2	2	6	16		22
			2	7	4	3	1	1		62	25	36	32	109				7	18	4	13	1	2	11	8	32	8	55	49	9	7	96	165		261
Tl.			18	29	16	9	2	22		191	61	120	97	371				37	67	6	35	5	5	38	36	116	36	202	179	29	43	328	593		921

FREIGHT LOADS—JUNE, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—																M. K. & T. R. R. Co. Interchange with—															
	K E	Line W	Big E	4 W	CPStL E	W	C & A E	W	I. T. E	W	Local E	W	Total E	W	"Q" E	W	Big E	4 W	CPStL E	W	C & A E	W	I. T. E	W	Local E	W	Total E	W	Bdge Local E	W	Total E	W	Total Moved
1	...	...	...	1	..	1	..	...	..	9	3	4	3	15	..	..	..	..	..	..	..	..	..	6	6	1	6	7	1	2	10	24	34
2	...	...	...	1	..	2	..	...	..	9	..	3	..	15	..	..	..	4	..	..	8	..	3	2	2	1	13	7	..	1	13	23	36
3	...	...	2	..	..	1	..	...	..	8	5	7	7	16	..	..	3	2	1	1	1	..	2	1	9	1	16	5	1	2	24	23	47
4	...	...	...	..	..	..	..	...	..	...	..	1	..	1	..	..	..	..	..	..	1	..	..	..	7	..	8	..	..	1	8	2	10
5	...	...	..	3	..	1	..	...	..	3	..	5	..	12	..	..	1	1	..	3	..	..	1	4	1	..	3	8	1	4	4	24	28
6	...	...	2	1	..	..	1	...	..	15	3	5	6	21	..	..	..	3	..	..	1	..	..	1	2	1	3	5	2	3	11	29	40
7	...	...	...	1	..	..	..	2	..	6	..	4	..	13	..	..	4	..	..	2	3	1	2	..	1	2	10	5	3	2	13	20	33
	...	...	4	7	..	5	1	2	..	50	11	29	16	93	..	..	8	10	1	6	14	1	8	14	28	6	59	37	8	15	83	145	228
8	...	...	1	1	..	..	..	...	..	8	4	6	5	15	..	..	..	1	..	..	..	..	..	1	...	1	...	3	2	3	7	21	28
9	...	...	...	1	..	2	..	...	..	4	..	6	..	13	..	..	5	3	..	5	1	..	1	4	...	1	7	13	2	3	9	29	38
10	...	...	...	2	1	..	..	1	..	18	2	4	3	25	..	..	2	3	..	2	2	..	2	1	...	1	6	7	..	3	9	35	44
11	...	...	...	..	..	..	..	...	..	...	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	1	..	1	...	1
12	...	...	...	..	..	..	..	...	..	9	..	5	..	14	..	..	1	1	..	4	..	..	1	..	..	1	2	6	1	2	3	22	25
13	...	...	2	3	..	..	..	3	..	6	6	8	8	20	..	..	1	1	..	6	1	..	..	3	...	1	2	11	2	2	12	33	45
14	...	...	...	3	..	..	..	19	..	9	..	4	..	35	..	..	6	..	..	2	1	..	..	..	..	2	7	4	2	3	9	42	51
	...	...	3	10	1	2	..	23	..	54	12	33	16	122	..	..	15	9	..	19	5	..	4	9	...	7	24	44	10	16	50	182	232
15	...	...	...	3	..	..	..	7	..	8	4	5	4	23	..	..	1	1	..	..	..	..	..	1	2	1	3	3	2	2	9	28	37
16	...	...	...	..	..	..	..	2	..	6	1	4	1	12	..	..	1	..	..	3	1	..	..	..	6	1	8	4	2	3	11	19	30
17	...	...	...	..	..	..	..	..	..	4	..	3	..	7	..	..	..	3	..	3	1	..	..	5	4	1	5	12	2	2	7	21	28
18	...	...	...	1	..	1	..	...	..	...	..	1	..	3	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	3	3	6
19	...	...	...	4	..	..	..	...	..	6	1	3	1	13	..	..	2	1	..	3	1	..	..	4	3	1	6	9	4	2	11	24	35
20	...	...	1	1	..	..	..	...	..	16	4	6	5	23	..	..	1	3	..	5	..	..	..	1	5	2	6	11	3	1	14	35	49
21	...	...	...	2	..	..	..	...	..	6	5	8	5	16	..	..	3	1	..	3	1	..	..	1	4	1	8	6	3	1	16	23	39
	...	...	1	11	..	1	..	9	..	46	15	30	16	97	..	..	8	9	..	17	4	..	..	12	24	7	36	45	19	11	71	153	224
22	...	...	...	..	..	..	..	1	..	28	..	2	..	31	..	..	1	2	..	4	..	..	..	2	3	3	4	11	3	..	7	42	49
23	...	...	...	..	1	..	..	1	..	17	7	6	8	24	..	..	1	1	..	6	..	..	..	3	1	1	2	11	4	3	14	38	52
24	...	...	...	6	..	..	..	3	..	13	7	6	7	28	..	..	1	2	..	1	..	..	..	2	...	1	1	6	1	1	9	35	44
25	...	...	...	..	..	..	..	...	..	6	2	..	2	6	..	..	..	..	..	..	..	..	..	5	...	..	..	5	1	..	3	11	14
26	...	...	...	5	..	..	..	4	..	5	2	3	2	17	..	..	4	5	..	10	1	..	..	..	..	..	5	15	3	..	10	32	42
27	...	...	1	1	..	..	..	...	..	14	4	2	5	17	..	..	1	1	..	..	1	..	..	..	..	1	2	2	2	1	9	20	29
28	...	...	...	..	..	1	..	...	..	7	4	2	4	10	..	..	..	4	..	7	..	1	..	3	1	2	1	17	2	3	7	30	37
29	...	...	...	2	..	6	..	...	..	14	..	3	..	25	..	..	..	4	..	..	..	..	..	..	5	1	5	5	2	5	7	35	42
30	...	...	...	7	..	1	..	1	..	7	7	13	7	29	..	..	6	3	..	..	1	..	..	..	1	1	8	4	5	1	20	34	54
31	...	...	...	..	..	..	..	...	..	...	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	....
	...	...	1	21	1	8	..	10	..	111	33	37	35	187	..	..	14	22	..	28	3	1	..	15	11	10	28	76	23	14	86	277	363
Tl.	...	...	9	49	2	16	1	44	..	261	71	129	83	499	..	..	45	50	1	70	26	2	12	50	63	30	147	202	60	56	290	757	1047

FREIGHT LOADS—JULY, 1905.

	St. L. K. & N. W. R. R. Co.—Interchange with—																M. K. & T. R. R. Co. Interchange with—																	
	K Line		Big 4		CPStL		C & A		I. T.		Local		Total		"Q"		Big 4		CPStL		C&A		I. T.		Local		Total		Bdge Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W		
1	...	...	2	3	..	..	..	7	..	5	4	1	6	16	..	..	..	4	..	6	..	..	..	1	..	2	...	13	2	3	8	32	40
2	...	...	2	..	..	..	..	..	..	..	9	..	11	..	..	..	2	..	..	..	..	..	..	..	1	..	3	..	..	3	..	17	..	17
3	...	...	..	3	..	2	..	3	..	2	5	1	5	11	..	..	..	4	2	10	1	..	..	..	1	1	4	15	5	1	14	27	41
4	...	...	1	..	..	..	..	..	..	..	..	..	1	..	..	..	2	..	..	1	..	..	..	..	..	..	2	1	2	2	5	3	8
5	...	...	..	6	..	..	..	..	..	..	5	3	5	9	..	..	..	3	..	..	..	..	..	1	1	1	1	5	4	1	10	15	25
6	...	...	1	7	1	..	..	..	..	..	5	2	7	9	..	..	4	2	..	..	1	1	..	..	1	1	6	4	5	2	18	15	33
7	...	...	..	1	..	..	..	..	..	..	2	1	2	2	..	..	1	4	..	1	1	..	..	2	..	1	2	8	3	1	7	11	18
	...	...	6	20	1	2	..	10	..	7	30	8	37	47	..	..	9	17	2	18	3	1	..	4	4	6	18	46	24	10	79	103	182
8	...	...	1	..	..	..	..	..	..	..	2	4	3	4	..	..	..	2	..	..	1	..	..	2	2	..	3	4	5	1	11	9	20
9	...	...	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	4	..	4	..	2	..	6	1	7
10	...	...	..	..	..	..	..	..	..	1	1	2	1	3	..	..	..	1	1	1	1	1	..	..	1	2	3	5	2	..	6	8	14
11	...	...	1	..	..	..	..	..	..	5	1	1	2	6	..	..	..	1	..	..	..	1	..	..	3	1	3	3	5	1	10	10	20
12	...	...	..	..	..	1	..	..	..	5	8	2	8	8	..	..	2	..	..	2	..	..	..	2	..	1	4	5	2	1	14	14	28
13	...	...	..	1	..	1	..	..	..	2	1	5	1	9	..	..	2	..	..	1	..	1	..	..	1	2	3	4	5	2	9	15	24
14	...	...	..	1	..	..	..	..	..	16	14	2	14	19	..	..	..	2	..	2	1	1	..	1	2	1	3	7	2	5	19	31	50
	...	...	2	3	..	2	..	..	..	29	27	16	29	50	..	..	4	6	1	6	5	4	..	5	13	7	23	28	23	10	75	88	163
15	...	...	2	4	..	..	..	..	..	5	1	3	3	12	..	..	6	6	..	..	1	..	..	..	3	2	10	8	8	2	21	22	43
16	...	...	..	..	..	..	..	..	..	..	1	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	3	..	4	..	4
17	...	...	..	1	..	..	..	..	..	5	1	5	1	11	..	..	..	3	..	5	..	1	..	..	2	1	2	10	6	4	9	25	34
18	...	...	1	1	..	..	..	..	..	5	3	3	4	9	..	..	..	1	..	3	..	..	..	..	4	1	4	5	6	3	14	17	31
19	...	...	..	..	..	1	..	..	..	3	4	3	4	7	..	..	..	..	..	2	..	..	..	..	4	3	4	5	7	2	15	14	29
20	...	...	..	..	..	..	..	..	..	5	1	3	1	8	..	..	9	3	..	..	..	..	..	1	6	1	15	5	11	2	27	15	42
21	...	...	..	4	..	..	..	..	..	4	4	1	4	9	..	..	..	2	..	..	1	..	..	..	4	1	5	3	13	2	22	14	36
	...	...	3	10	..	1	..	..	..	27	15	18	18	56	..	..	15	15	..	10	2	1	..	1	23	9	40	36	54	15	112	107	219
22	...	...	2	1	..	..	..	..	..	3	6	3	8	7	..	..	4	..	..	6	1	..	..	..	..	1	5	7	13	1	26	15	41
23	...	...	..	1	..	..	..	..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..	2	..	2	1	3
24	...	...	..	1	..	..	..	..	..	4	12	2	12	7	..	..	..	1	..	7	..	..	..	..	6	1	6	9	7	..	25	16	41
25	...	...	1	..	..	..	..	..	..	6	4	3	5	9	..	..	..	3	..	1	1	..	..	..	..	1	1	5	2	1	8	15	23
26	...	...	..	..	..	1	..	5	..	4	6	1	6	11	..	..	15	..	..	3	1	..	..	1	1	1	17	5	4	1	27	17	44
27	...	...	..	..	..	..	..	..	..	7	3	3	3	10	..	..	..	..	..	..	..	..	..	..	..	1	..	1	1	..	4	11	15
28	...	...	1	1	..	..	..	..	..	2	1	2	2	5	..	..	9	..	..	1	2	..	..	..	4	1	15	2	2	1	19	8	27
29	...	...	..	1	..	..	..	..	..	5	6	2	6	8	..	..	1	2	1	6	..	..	..	1	6	1	8	10	3	..	17	18	35
30	...	...	..	..	..	..	..	2	..	..	..	5	..	7	..	..	1	..	..	..	2	..	..	..	1	..	4	..	2	..	6	7	13
31	...	...	..	..	..	..	..	6	..	2	3	2	3	10	..	..	..	3	..	..	..	1	..	3	10	1	10	8	4	1	17	19	36
	...	...	4	5	..	1	..	13	..	33	41	23	45	75	..	..	30	9	1	24	7	1	..	5	28	8	66	47	40	5	151	127	278
Tl.	...	...	15	38	1	6	..	23	..	96	113	65	129	228	..	..	58	47	4	58	17	7	..	15	68	30	147	157	111	40	417	425	842

FREIGHT LOADS—AUGUST, 1905.

	St. L. K. & N. W. R. R. Co. Interchange with—																		M. K. & T. R. R. Co. Interchange with—																	
	K Line		Big 4		CPStL		C & A		I. T.		Local		Total		"Q"		Big 4		CPStL		C & A		I. T.		Local		Total		Bdge Local		Total		Total Moved
	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	E	W	
1			1			1		1		3	5	7	6	12			1	3			1	1		1	4	1	6	6	5	2	17	20	37
2			1	2				4		3	1	2	2	11				1		1	1					2	1	4	9		12	15	27
3			1		1					2	2	2	4	4			1				1	1		1		2	2	4	4		10	8	18
4				5		1						2		8			1	4	2	2	1			1	2	1	6	8	6		12	16	28
5				4						6	2	3	2	13				4			1			1	2	1	3	6	1	4	6	23	29
6											1		1				1			3	1				14		16	3	1		18	3	21
7				1						3	2	2	2	6			1	3		3				1		1	1	8	8	1	11	15	26
			3	12	1	2		5		17	13	18	17	54			5	15	2	9	6	2		5	22	8	35	39	29	7	86	100	186
8			1	2		1		2		5	4	2	5	12			2	5	1	4		3		2	1	1	4	15	6		15	27	42
9				1						3	3	2	3	6			2	5							6	1	8	6	3	1	14	13	27
10				3						8	6	4	6	15			1			4	1			4	7	1	9	9	2		17	24	41
11				1				4			7	8	7	13						4	1	2			7	2	8	8	4	4	19	25	44
12			1		5					5	6	5	12	10				2			1	1			10	2	11	5	4		27	15	42
13										6	1	2	1	8							2			1			2	1	2		5	9	14
14				3						3	1	2	1	8				3		3						2		8	4	1	5	17	22
			2	10	5	1		6		30	28	25	35	72			5	15	1	15	5	6		7	31	9	42	52	25	6	102	130	232
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Complainant's Exhibit No. 218.

Abstract from the records of the St. Clair, Madison and St. Louis Belt R. R., and the Missouri & Illinois Bridge & Belt R. R., operating the Alton Bridge.

Bridge opened for business May 1st, 1894, taken over from the Construction Co. by the St. Clair, Madison & St. Louis Belt R. R. Jan. 1st, 1896.

In hands of Receiver from Jan. 14th, 1897, to June 15th, 1901.

Purchased by Missouri & Illinois Bridge & Belt R. R., May 1st, 1905.

	Receipts.	Disbursements.	Loaded Cars.	Empty Cars.
1894	NR*	NR*	NR*	.....
1895	NR*	NR*	NR*	.....
1896	$29,398.14	$53,908.78	NR*	.....
1897	46,718.50	58,427.81	NR*	.....
1898	48,344.09	68,657.80	10645	3592
1899	73,979.15	79,491.95	26317	10701
1900	74,093.70	71,500.84	25084	7792
1901, Jan. 1 to June 15th..	36,806.47	35,288.78)		
1901, June 15 to Dec. 31st.	36,985,63	55,837.39)	24711	7204
1902	78,715.66	80,695.52	25532	7589
1903	33,049.04	76,411.05	12722	7830
1904	47,550.69	98,965.11	13595	9377
1905, Jan. 1 to Apr. 30th..	14,383.09	33,247.31	4572	2907
1905, May 1 to Dec. 31st.	44,168.54	74,692.86	6748	4342
1906, Jan. 1 to Aug. 31st..	49,997.93	76,869.70	7793	3807

*No Record.

MADISON & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

Alton, Ill., Nov. 25th, 1906.

Statement of earnings of the St. C. M. & St. L. B. R. R. and the Missouri & Illinois Bridge & Belt R. R., operating the Alton Bridge from Jan 1st., 1896, to Aug. 31st, 1906.

Year.	Passenger.	Freight.	Miscl.	Total.
1896	$ 9,796.54	$18,974.36	$ 627.24	$29,398.14
1897	21,115.20	16,454.63	9,148.67	46,718.50
1898	25,123.03	22,528.70	692.36	48,344.09

1899	19,898.78	53,521.23	559.14	73,979.15
1900	15,990.77	57,760.46	342.47	74,093.70
1901, Jan. 1 to Jan. 15.....	7,450.94	29,129.94	225.59	36,806.47
1901, Jan. 15 to Dec. 31	8,652.74	27,510.87	822.02	36,985.63
1902	16,120.30	60,347.19	2,248.17	78,715.66
1903	1,864.25	30,644.34	540.45	33,049.04
1904	2,097.90	36,675.94	8,776.85	47.550.6[illegible]
1905, Jan. 1 to Apr. 30	713.35	12,288.09	1,381.65	[illegible] .09
1905, May 1 to Dec. 31	1,269.90	41,499.72	1,398.92	44,168.54
1906, Jan. 1 to Aug. 31	1,396.70	40,301.48	8,299.75	49,997.93

The total revenue for the years 1899 and 1906 differs slightly from the figures shown in my previous statement.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

W. T. Loudon,
Superintendent.

Alton, Ill., Nov. 26th, 1906.

Hon. E. C. Crow,
Attorney at Law,
717 Wainwright Bldg., St. Louis, Mo.

Dear Sir:—

Replying to your letter of the 21st inst.

I enclose herewith commodity report for the month of September, 1905, in lieu of the interchange statement that was sent you through error and which you have returned.

I enclose a statement showing freight, passenger and miscellaneous earnings from 1896 to Aug. 31st, 1906. The figures in the first report that I made you were taken from the income account. I find in making the division between passenger, freight and miscellaneous earnings that the figures differ for two years from those in my original report.

If you find anything in this report that is not exactly clear to you, I will take pleasure in dropping into your office some day and explaining to you.

The Burlington discontinued its passenger service over the Alton Bridge on December 31st, 1902.

Yours truly,

(Signed) W. T. Loudon.

WTL.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

W. T. Loudon,
Superintendent.

Alton, Ill., Oct. 19th, 1906.

File 13.

Hon. Edward C. Crow,
Attorney at Law,
717 Wainwright Bldg., St. Louis, Mo.

Dear Sir:—

Replying to your letter of the 18th inst.

At the time I made up the statement showing earnings, etc., of this company, the books for September had not been closed, therefore the information was not given you. I am now able, however, to furnish it. Below find information desired.

Receipts, $12,516.14; Disbursements, $11,639.46; Loaded Cars Handled, 2,764; Empties, 762.

Yours truly,

(Signed) W. T. Loudon.

Complainant's Exhibit No. 219.

ST. CLAIR, MADISON & ST. LOUIS BELT R. R. COMPANY,

John F. Barnard, Receiver.

Operating Alton Bridge.

Passenger Tariff No. 1. Rates Governing Passenger Traffic Passing Over the Alton Bridge Between Alton, Ill. and West Alton, Mo.

Effective Feb. 25th, 1897.

Subject to change without notice, other than that required by law.

This Company makes direct connection with the following roads:

At Alton, Ill.—C. C.C. & St. L. Ry.; C. & A. R. R. and St. L. C. & St. P. R. R.

At West Alton, Mo.—St. L., K. & N. W. R. R.

J. E. May,
Supt. and Gen'l Agent,
Alton, Ill.

1. The following proportions of through rates will be exacted, per passenger per trip, from traffic passing over the Alton Bridge; governed by the territory described:

Local, one way, 10 cents; round trip 16 cents.
Terminal, one way, 16 cents; round trip 24 cents.
Foreign, one way 30 cents; round trip 40 cents.
Emigrant, or 2nd class, one way, 20 cents.

2. The following points will be considered as terminal to all lines, to-wit:

Chicago, Rock Island, Burlington, Council Bluffs, Omaha, St. Joseph, Atchison, Leavenworth, Kansas City, Cairo, Nashville, Louisville, Cleveland, South Bend and Toledo.

3. On suburban traffic between St. Louis and Alton the following proportions will accrue to this company:

10-ride tickets, at through rate of $4.50, our proportion 50 cents.

25-ride tickets, at through rate of $7.50, our proportion 80 cents.

60-ride tickets, at through rate of $7.50, our proportion 80 cents.

Single trip tickets, at through rate of 80 cents, our proportion 10 cents.

Round trip tickets, at through rate of 80 cents, our proportion 10 cents.

Round trip tickets, at through rate of 60 cents, our proportion 7 cents.

4. On traffic between St. Louis and Burlington Park this Company will accept five (5) cents per passenger per trip.

5. On local St. C., M. & St. L. B. traffic the following rates will apply:

Between Alton and West Alton.

One way	$0.15
Round trip	.25
25-ride	2.00
10-ride	1.50
10-ride (limited) good Tuesdays, Thursdays and Saturdays only	1.00

Between Alton and Burlington Park, one way 10 cents.

Between West Alton and Burlington Park, one way, 5 cents.

6. No allowance for cost of operating will be made to foreign lines which operate their own traffic across the Alton Bridge.

7. The minimum tolls which will be accepted per passenger, baggage, mail or express car hauled in each train, will be seventy-five (75) cents per car.

Complainant's Exhibit No. 220.

ST. CLAIR, MADISON & ST. LOUIS BELT RAILROAD COMPANY,

John F. Barnard, Receiver.

Operating Alton Bridge.

Passenger Tariff No. 2. Cancels Passenger Tariff No. 1. Rates Governing Passenger Traffic Passing Over the Alton Bridge Between Alton, Ill., and West Alton, Mo.

Effective June 15th, 1897.

Subject to change without notice, other than that required by law.

This Company makes direct connection with the following roads:

At Alton, Ill.—C. C. C. & St. L. Ry.; C. & A. R. R.; St. L. C. & St. P. R. R. and C., B. & Q. R. R.

At West Alton, Mo.—St. L. K. & N. W. R. R.

J. E. May,
Supt. and Gen'l Agent,
Alton, Ill.

I. C. C. Pass. No. 2.

1. The following proportions of through rates will be exacted, per passenger, per trip, from traffic passing over the Alton Bridge; governed by the territory described:

Local, one way, 25 cents; round trip, 40 cents.
Terminal, one way, 40 cents; round trip 60 cents.
Foreign, one way, 75 cents; round trip, $1.00.
Emigrant, or 2nd class, one way, 50 cents.

2. The following points will be considered as terminal to all lines, to-wit:

Chicago, Rock Island, Burlington, Council Bluffs, Omaha, St. Joseph, Atchison, Leavenworth, Kansas City, Cairo, Nashville, Louisville, Cleveland, South Bend and Toledo.

3. On suburban traffic between St. Louis and Alton the following proportions will accrue to this Company:

10-ride tickets, at through rates of $4.50, our proportion $1.00.

25-ride tickets, at through rate of $7.50, our proportion $2.00.

60-ride tickets, at through rate of $7.50, our proportion $2.00.

Single trip tickets, at through rate of 80 cents, our proportion 25 cents.

Round trip tickets, at through rate of 80 cents, our proportion 25 cents.

4. On traffic between St. Louis and Burlington Park, this Company will accept five (5) cents per passenger per trip.

5. On local St. C. M. & St. L. B. traffic the following rates will apply:

Between Alton and West Alton.

One way	$0.25
Round trip	.45
25-ride	3.00
25-ride (limited, good Tuesdays, Thursdays, and Saturdays only)	2.00
10-ride	1.50
10-ride (limited, good Tuesdays, Thursdays, and Saturdays only)	1.00

Between Alton and Burlington Park.

One way	20 cents.

Between West Alton and Burlington Park.

One way	5 cents.

6. No allowance for cost of operating will be made to foreign lines which operate their own traffic across the Alton bridge.

7. The minimum tolls which will be accepted per passenger, baggage mail or express car hauled in each train, will be one dollar and fifty cents ($1.50) per car.

8. Special rates will be made for excursions upon application.

9. Excess baggage will be charged for at three (3) cents per cwt.

Express 7 1-2 cents per cwt. minimum $1.50 per car.

ST. CLAIR, MADISON & ST. LOUIS BELT RAILROAD COMPANY,

John F. Barnard, Receiver.

Operating Alton Bridge.

Amendment No. 1, to Passenger Tariff No. 2. Rates

Governing Passenger Traffic Passing Over the Alton Bridge Between Alton, Ill., and West Alton, Missouri.

Effective April 1st, 1900.

25-ride tickets (limited, good Tuesdays, Thursdays and Saturdays only), and 10-ride tickets (limited, good Tuesdays, Thursdays and Saturdays only) are hereby withdrawn from sale.

Wm. Graham,
Supt. for the Receiver.

Issued March 21st, 1900.

Complainant's Exhibit No. 221.

ST. CLAIR, MADISON & ST. LOUIS BELT RAILROAD COMPANY,

John F. Barnard, Receiver.

Operating Alton Bridge.

Freight Tariff No. 2. Re-Issue of Freight Tariff No. 1 and Amendments. Rates Governing Freight Traffic Passing Over the Alton Bridge between Alton, Ill., and West Alton, Mo.

Effective September 25, 1899.

Subject to change without notice, other than that required by law.

This Company makes direct connections with the following roads:

At Alton, Ill.—C. C. C. & St. L. Ry.; C. & A. R. R.; St. L. C. & St. P. Ry.; C., B. & Q. R. R., and Ills. Term. R. R.

At West Alton, Mo.—St. L. K. & N. W. R. R. and M., K. & T. Ry.

J. E. May,
Supt. and Gen'l Agent,
Alton, Ill

I. C. C. Freight No. 2.

Freight in carloads, to one consignee, when loaded and unloaded by owners.

Eight-tenths (8-10) cents per one hundred pounds, all cars subject to a minimum weight of 25,000 pounds, except as classified below; and subject to rules following:

Classification.	In cents per 100 lbs.
Acid, in tanks	6-10
Asphaltum.	6-10
Axes, Adzes and Hatchets	6-10
Barrels and Boxes, empty	6-10
Bark	6-10
Box stuff	6-10
Beer packages, empty, returned	$1.20 per car.
Blinds	6-10
Bran, minimum 20,000 lbs.	6-10
Brick, minimum 40,000 lbs.	4-10
Bones	6-10
Bone Black	6-10
Building Tile, Hollow, same as Drain Tile	
Carbonite, same as Coke	
Carriers, and Trays, empty, returned	$1.20 per car.
Castor Beans	6-10
Cement	6-10
Cinders, minimum 30,000 pounds	4-10
Cinders, Mill	4-10
Clay, Burnt, minimum 40,000 lbs.	4-10
Clay, Common	4-10
Clay, Fire, Glass, House, Raw or Burnt, minimum 40,000 lbs	4-10
Coal, Bituminous, minimum 40,000 lbs.	5-10
Coal, Anthracite, minimum 30,000 lbs.	6-10
Coke, minimum 36,000 lbs	6-10
Copperas	6-10
Cotton, no minimum	8-10
Cotton Seed Hulls	6-10
Cullet or Broken Glass	6-10
Doors	6-10
Drain Tile, minimum 32,000 lbs.	5-10
Feldspar	6-10
Fertilizer	6-10

Facing, Foundry, Coal or Plumbago ----------6-10
Flax Seed ----------6-10
Glucose, refuse ----------6-10
Grain, minimum 40,000 lbs. ----------6-10
Granite, Paving Blocks or Crushed ----------5-10
Gravel, minimum 40,000 lbs. ----------5-10
Grindstones ----------6-10
Handles, Wood ----------6-10
Heading ---------- ----------6-10
Hay ----------8-10
Hoops and Hoop Poles ----------6-10
Ice, minimum 40,000 ----------6-10
Iron—Merchants, Band, Bar, Beam, Sheet, Plate, Rod, Wire, Axles, Chain, Bolts, Nuts, Spikes, Wheels, Nails, Structural, Horse Shoes and Nails, Rails and Fastenings, Picks, Cotton Ties, Plain Castings, Pig and Scrap, Car Springs, Pipe ----------6-10
Iron Pipe, Water or Gas, east bound ----------5-10
Jute Butts, no minimum ----------6-10
Lime ----------6-10
Live Stock ----------8-10
Lumber, Lath and Logs, minimum 30,000 lbs.----6-10
Malt and Malt Sprouts ----------6-10
Machinery, Old, returned to maker for repairs----4-10
Manure, minimum 36,000 lbs. ----------4-10
Marble, unwrought ----------6-10
Mineral Water, in tank cars ----------6-10
Novaculite, minimum 40,000 lbs. ----------4-10
Oil, N. O. S. ----------6-10
Oil Cake and Meal ----------6-10
Ore, all kinds, except ground iron ----------5-10
Ore, ground iron ----------6-10
Oil, Oleo and Lard ----------8-10
Piling ----------6-10
Plaster ----------6-10
Poles and Posts ----------6-10
Powder, between connecting railroads, minimum 20,000 lbs. ----------1 6-10
Railway Equipment ----------See Note 1.
Roots, minimum 36,000 lbs ----------6-10

Rice and Rice Meal, Brewers' ---------- 6-10
Salt ---------- 6-10
Sand, minimum 40,000 lbs. ---------- 4-10
Sash ---------- 6-10
Saw Dust ---------- 5-10
Screenings and Ship Stuff ---------- 6-10
Sewer Pipe, minimum 32,000 lbs. ---------- 5-10
Shingles ---------- 6-10
Shooks ---------- ---------- 6-10
Slag ---------- 4-10
Soap, Lye, in tanks ---------- 6-10
Soap Stock ---------- 6-10
Soda and Soda Ash ---------- 6-10
Staves and Stave Bolts ---------- 6-10
Stone, Building, unwrought ---------- 6-10
Stone, Rip-rap, Rubble, Crushed ---------- 4-10
Sulphate of Ammonia ---------- 6-10
Tar ---------- 6-10
Tobacco, all kinds, no minimum ---------- 8-10
Ties, Railroad ---------- 5-10
Tin, Scrap ---------- $1.20 per car.
Trays and Carriers, empty, returned ---- $1.20 per car.
Tripoli ---------- 6-10
Transcontinental Freight, no minimum (regardless of classification) ---------- 8-10
Wagon, Wood (in the rough) ---------- 6-10
Wagon Skeins ---------- 6-10
Wood, for fuel, minimum 50,000 ---------- 4-10
Zinc, Skimmings ---------- 5-10

Note 1.—Railway Equipment.
Freight, Caboose or Way Car, Standard Gauge, per car ---------- $1.20
Baggage, Mail or Express, Standard Gauge, per car ---------- ---------- 2.00
Coach or Sleeper, Standard Gauge, per car ---- 2.40
Locomotive and Tender, Standard Gauge ------ 6.00
Narrow Gauge Equipment, all kinds 8-10c per 100 lbs.

RULES.

1. The following minimum weights will apply, except as noted in classification:

Freight charged for at eight-tenths (8-10) cents per hundred lbs., 25,000 lbs.

Freight charged for at six-tenths (6-10) cents per hundred lbs., 30,000 lbs.

Freight charged for at five-tenths (5-10) cents per hundred lbs., 36,000 lbs.

Freight charged for at four-tenths (4-10) cents per hundred lbs., 50,000 lbs.

2. No loaded car will be received by this Company unless accompanied by regular way-bills, showing final destination and consignee.

3. Long lumber and other articles which require two or more cars for their transportation, will be charged at not less than the minimum weights at established rates for each car used.

4. All freight shall be loaded and unloaded by owner.

5. Agricultural implements, boilers, heavy and large machinery and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

Freight in less than carload lots.

Subject to rules herein, 8-10 cents per 100 lbs., with the following exceptions:

Classification.	In cents per 100 lbs.
Apricultural Implements, all kinds, N. O. S.	2
Agricultural Implements, when returned to maker for repairs	1
Acids, in Glass	4
Barrels and Boxes, empty	4
Barrels and Boxes, returned to shipper	1
Baskets	4
Bed Springs	2

Bird Cages, set up	4
Bird Cages, K. D. and nested	2
Blinds	2
Brick, loose	2
Broom Corn, in bales	1 2-10
Bamboo Furniture	4
Bath Tubs	2
Burial Cases and Coffins, single with glass	4
Burial Cases and Coffins, nested with glass	2
Burial Cases and Coffins, Common	2
Building Tile, Hollow	2
Bicycles	2
Billiard Tables, K. D.	1 6-10
Bran Dusters	2
Cans, Empty	4
Cans, when used as carriers and returned to shippers	2
Carboys, empty	2
Cauldron Kettles	2
Chairs, except upholstered	2
Chairs, upholstered	4
Chairs, rockers	4
Children's Carriages, not boxed or crated	Not taken.
Children's Carriages, boxed or crated	4
Children's Carriages, K. D. nested or crated	2
Cigars and Cigarettes	2
Comforts, in bales	1 6-10
Cornices, crated or boxed and Cornice Trimmings	2
Cornices, loose	Not taken.
Corks, in bags	2
Cotton, bundles or batting	2
Cribs, Baby set up	4
Dairy Products, Eggs	2
Demijohns	2
Doors	2
Drain Tile	1 6-10
Drums, empty	2
Earthenware, loose	Special contract.
Egg Cases	2
Egg Cases, returned to shipper	1 2-10
Evaporator Pans	2

Excelsior, in bundles or bags	2
Fanning Mills	4
Feathers	4
Feathers, compressed in bales	2
Furniture, N. O. S.	2
Furs and Pelts	2
Glass, Looking	2
Glass, Plate, not extra size	2
Glass, extra size, too large for box car door	Special con.
Grindstones, mounted	2
Guttering	2
Hats and Caps, in racks	2
Hay	2
Headstones	1 6-10
Headlights	2
Hides, dry	2
Hides, green	1 2-10
Hobby Horses, loose	Not taken.
Hobby Horses	2
Household Goods	2
Hops	2
Incubators	2
Iron Bedsteads	1 6-10
Iron Pulleys, Wheels, Light Castings, loose	1 2-10
Iron Safes	2
Kegs, empty	2
Lumber, loose	2
Lumber, in bundles	1 2-10
Machinery, all kinds	2
Machinery, returned to maker for repairs	1
Marble Slabs	2
Mattresses	2
Meats, fresh	2
Millinery Goods	2
Moss, hair, in bales	1 6-10
Moss, hair, in bags	4
Musical Instruments	2
Oakum, in bales	1 2-10
Ovens, Gasoline	2
Pelts and furs	2
Pianos and Organs	2

Paintings, Oil ..... Not taken.
Packing House Products 2
Picture Frames, Molding, Backing, in Bundles 2
Plants, in bales 2
Poultry and Game, dressed or alive ..... Not taken.
Powder 10
Radiators, Galvanized, Sheet iron or tin 2
Rags, in bags or packages, not pressed 2
Ranges, Cooking, Wrought Iron 2
Rattan Furniture 4
Reels, Wire, empty 2
Retorts, Clay, loose 2
Safes, Iron 2
Sash 2
Sewing Machines, set up and crated, or boxed 2
Sewing Machines, not crated or boxed ..... Not taken.
Show Cases, boxed or crated 2
Show Cases, not boxed or crated ..... Not taken.
Sieves, Sifters, in bundles 4
Sieves, Sifters, K. D. boxed, nested or crated 8-10
Skiffs and Boats 4
Soda Fountains 2
Statuary, crated ..... Special Contract.
Stills, Copper 2
Store and Saloon Fixtures 4
Stoves, Gas and Vapor 2
Stoves, Cooking or Heating 2
Stove Pipe and Elbows 2
Tubs and Pails, nested 2
Trees, boxed 1 2-10
Trunks, empty 2
Trunk Tops, nested 1 2-10
Valises, loose 2
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 pounds each 2
Wagons 2
Wagons, Children's, boxed or crated 2
Wagons, Children's not boxed or crated ..... Not taken.
Wagon Wheels, Rims or Shafts 2
Willowware 4

Wire Springs	2
Wheelbarrows, set up	2
Woodenware, nested and boxed	1 2-10
Wool, in bags	2
Yarn, in sacks	2

RULES.

1. The minimum charge for any one consignment will be one hundred pounds at tariff rate, but not less than twenty-five cents each. When shipments are handled to or from warehouses of this Company the minimum charge will be twenty-five cents for each package.

2. Freight between connecting lines must be loaded in a separate car for line to which destined, and all such cars will be subject to a minimum of 5,000 pounds.

3. Maximum charge for any single shipment shall not exceed the minimum charge at carload rates for the same article.

4. All freight must be removed promptly by consignee, and shall be at their risk after twenty-four (24) hours from receipt of notice by them.

5. All consignments will be charged for at actual gross weight.

6. Any shipment which, in the judgment of forwarding agent, will not bring, at forced sale, the amount of freight charges at destination, must be prepaid or charges guaranteed.

7. These rates do not apply to consignments which from their nature require a separate car for their transportation. Such consignments will be charged at minimum carload rates, except as otherwise provided for or covered by special agreement.

8. All goods received subject to rules of connections for whom they are destined.

Complainant's Exhibit No. 222.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

Amendment No. 1 to Freight Tariff No. 1. Subject to change without notice, other than required by law.

Taking effect Jan. 10th, 1906.

The rate on bituminous coal will be twenty (20) cents per ton, minimum marked capacity of car.

Issued Jan. 5, 1906. To I. C. C. Jan. 5, 1906.

A. Hamilton,
Superintendent,
Alton, Ill.

I. C. C Freight No. 2.

Complainant's Exhibit No. 223.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

Passenger Tariff No. 1. Subject to change without notice other than required by law. Supersedes all previous tariffs and amendments issued by the St. C. M. & St. L. B. R. R. Co. Rates governing Passenger Traffic passing across the Alton Bridge between Alton, Ill., and West Alton, Mo.

Effective Oct. 1, 1906.

This Company makes direct connection with the following roads:

At Alton, Ill.—C. C. C. & St. L. Ry.; C. P. & St. L. Ry.; C. & A. R. R., and Ill. Term. R. R.

At West Alton, Mo.—M., K. & T. Ry. and C., B. & Q. R. R.

W. T. Loudon,
Superintendent,
Alton, Ill

I. C. C. Passenger No. 1.

Rates governing passenger traffic passing across the Alton bridge. Effective Oct. 1st. Tickets may be sold for cash between points on the M. & I. B. & B. R. R., on the following basis:

Alton and West Alton, one way, 25 cents; round trip, 45 cents.

Alton and Burlington Park, one way, 20 cents; round trip, 35 cents.

Burlington Park and West Alton, one way, 5 cents.

Commutation tickets between Alton and West Alton.

10-ride (limit 90 days) ----------$1.50
25-ride (limit 90 days) ----------3.00
100-ride (limit 90 days) school children only ---- 5.00

Baggage.—150 pounds for each adult and 75 pounds for each child's ticket will be carried free of charge. Excess baggage will be charged for at rate of 5 cents per cwt.

One Way Party Rates.—Between Alton and West Alton, 25 cents per capita, regardless of number.

Baggage.—Usual allowance will be carried free when not requiring special car. Special baggage cars loaded with baggage or scenery (one way), $5.00. Special coaches or combination cars containing passengers (each passenger to pay regular fare in addition), $5.00.

Coaches or combination cars handled without extra charge for thirty (30) or more fares per car.

Passenger equipment hauled by foreign companies, with their own power:

Baggage cars, $1.50; Coaches, $3.00; Combination Passenger, $2.00; Mail, Express, Dining Cars, $1.50; Sleepers, $3.00.

Complainant's Exhibit No. 224.

MISSOURI & ILLINOIS BRIDGE & BELT RAILROAD COMPANY,

Operating Alton Bridge.

Freight Tariff No. 2.

Subject to change without notice, other than required by law.

Supersedes all previous tariffs and amendments issued by this company and St. C. M. & St. L. B. R. R. Co.

Rates governing freight tariff passing across the Alton Bridge between Alton, Ill., and West Alton, Missouri.

Effective August 20, 1906.

This Company makes direct connection with the following roads:

At Alton, Ill.—C. C. C. & St. L. Ry.; C. P. & St. L. Ry.; C., B. & Q. R. R.; C. & A. R. R. and Ill. Term. R. R.

At West Alton, Mo.—M., K. & T. Ry. and C., B. & Q. R. R.

W. T. Loudon,
Superintendent,
Alton, Ill.

I. C. C. Freight No. 3.

Freight, on carloads, to one consignee, when loaded and unloaded by owners.

Two (2) cents per 100 pounds, all cars subject to a minimum weight of 25,000 pounds, except as classified below; and subject to rules following:

Classification.	In cents per 100 lbs.
Acid, in tanks	1½
Asphaltum	1½
Barrels and Boxes, empty	1½
Bark	1½
Beer Packages, empty, returned	$1.50 per car.
Brick, N. O. S., minimum 50,000 lbs.	1

Brick, Common and Fire, minimum, 40,000 lbs.----1
Bones ----1½
Barytes ----1½
Carbonite ----1½
Carriers and Trays, empty, returned --$3.00 per car.
Cement ----1½
Charcoal ----1½
Cinders, minimum 30,000 lbs. ----1
Cinders, Mill ----1
Clay, Common and Fire ----1
Clay, N. O. S. ----1¼
Coal, Bituminous ----See note 1.
Coal, Anthracite ----1½
Coke ----1½
Copperas ----1½
Cotton, minimum 15,000 lbs. ----2
Cotton, Waste ----1½
Felt, Roofing, in Rolls ----1½
Feldspar ----1½
Fertilizer ----1½
Facing, Foundry, Coal or Plumbago ----1½
Flax Seed ----1½
Glucose Refuse ----1½
Grain, Barley, Corn, Oats, Rye and Wheat, minimum 40,000 lbs ----1
Grain Products, (except canned) ----1½
Granite, Finished ----2
Granite, Unwrought ----1½
Granite, Paving Blocks ----1¼
Granite, crushed ----1
Gravel ----1
Grindstones ----1½
Ice ----1
Iron, Axles, Band, Bar, Beam, Bolts, Car Springs, Castings, Chains, Cotton Ties, Enameling Plate, Nails, Nuts, Pig, Pipe, Plate, Rods, Sheet, Spikes, Structural, Wheels, Wire----1½
Iron, Scrap ----1¼
Jute Butts ----1½
Junk ----1¼
Lime ----1½

Live Stock ..... See Note 2.
Lumber, Axles, Blinds, Box Stuff, Chairs, Doors, Handles, Headings, Hubs, Lath, Logs, Piling, Poles, Posts, Sash, Shingles, Shooks, Skeins, Spokes, Staves, Stave Bolts, Timber, Wagon Wood (in the rough) 1½
Machinery, old returned to maker for repairs 1
Manure, minimum 40,000 lbs. 1
Marble, planed, sawed, cut or finished 2
Marble, unwrought 1½
Mineral Water, in tank cars 1½
Novaculite, minimum 40,000 lbs. 1
Oil in tanks, minimum 30,000 lbs. 1½
Ore, all kinds, except ground iron 1¼
Ore, ground iron 1½
Paper stock 1½
Pitch 1½
Plaster and Plaster Board 1½
Powder, High Explosives, between connecting railroads, minimum 20,000 lbs. 4
Railway Equipment ..... See Note 3.
Rock, Bituminous 1½
Rosin 1½
Rice and Rice Meal, Brewers' 1½
Rails and Fastenings 1½
Salt 1½
Salt Cake 1½
Sand 1
Saw Dust 1¼
Sewer Pipe, minimum 32,000 lbs 1¼
Slag 1
Soap Stock 1½
Soda and Soda Ash 1½
Strawboard 1½
Shavings 1¼
Silica 1
Stone, Ornamental 2
Stone, planed, sawed or cut, dressed or unwrought, rough foundation, filter, minimum 50,000 lbs. ... 1½
Stone, crushed, macadam, rip-rap, rubble 1

Sulphate of Ammonia	1½
Straw	1½
Tar	1½
Tobacco, manufactured	2
Tobacco, Leaf, minimum 15,000. lbs.	2
Tobacco Stems	1½
Ties, Railroad	1
Tripoli and Tripoli Blocks	1½
Trans-Continental Freight, no minimum, (regardless of classification)	2
Tile, building, drain, hollow, roofing and conduit	1¼
Terra Cotta, common	1¼
Terra Cotta, in shape	2
Warrenite	1½
Whiting	1½
Wood, for fuel	1
Zinc Skimmings and Oxide	1½

Note 1.—Coal, Bituminous.

Between connecting lines, twenty (20) cents per ton, minimum marked capacity of car.

Note 2.—Live Stock.

Between connecting lines:

One animal	$3.00
Two or more animals	4.00
Race horses and fair stock, with feed and trappings	5.00

Man in charge of stock passed free. No return pass given.

Note 3.—Railway Equipment.

Locomotive and Tender, Standard Gauge	$15.00
Freight Cars, Standard Gauge, per car	2.00
Caboose, per car	3.00
Baggage, Mail or Express, Standard Gauge, per car	5.00
Coach or Sleeper, Standard Gauge, per car	6.00
Snow Plows, per car	10.00
Steam Shovels, per car	10.00

Derrick Cars, per car	10.00
Crane Cars, per car	10.00
Narrow Gauge Equipment, two (2) cents per 100 lbs. minimum	5.00

RULES.

1. The following minimum weights will apply, except as noted in classification:

Freight charged for at two (2) cents per hundred lbs., 25,000 lbs.

Freight charged for at one and one-half (1½) cents per 100 lbs., 30,000 lbs.

Freight charged for at one and one-quarter (1¼) cents per hundred lbs., 36,000 lbs.

Freight charged for at one (1) cent per 100 lbs., 50,000 lbs.

2. No loaded car will be received by this Company unless accompanied by regular way-bills, showing final destination and consignee.

3. Long lumber and other articles which require two or more cars for their transportation, will be charged at not less than the minimum weights at established rates for each car used.

4. All freight shall be loaded and unloaded by owner.

5. Agricultural implements, boilers, heavy and large machinery, and freight which requires blocking or bracing, must be loaded and unloaded, and safely blocked or braced by owner at his expense.

Freight in less than carload lots, between connecting lines subject to rules herein, 2 cents per 100 lbs., with the following exceptions:

Classification.	In cents per 100 lbs.
Agricultural implements, all kinds, N. O. S.	5
Agricultural implements, when returned to maker for repairs	2½
Acid, in glass	10

Barrels, Kegs and Boxes, empty 5
Barrels and boxes returned to shipper 3
Baskets 10
Bed Springs 5
Bird Cages, set up 10
Bird Cages, K. D. and nested 5
Blinds 5
Brick, loose 5
Brooms 5
Broom Corn 5
Bamboo Furniture 10
Bath Tubs 10
Burial Cases and Coffins, single with glass 10
Burial Cases and Coffins, N. O. S. 5
Building Tile 5
Bicycles 10
Billiard Tables 5
Bran Dusters 5
Cans, empty 10
Cans, in cartons or boxes 5
Cans, when used as carriers and returned to shippers 3
Carboys, empty 5
Cauldrons 5
Chairs, except upholstered 5
Chairs, upholstered 10
Chairs, rockers 10
Children's Carriages, not boxed or crated..Not taken.
Children's Carriages, boxed or crated 10
Children's Carriages, K. D. nested or crated..... 5
Cigars and Cigarettes 5
Comforts, in bales 5
Cornices, crated or boxed, and Cornice Trimmings 5
Cornices, loose ..... Not Taken.
Cork, in bags 5
Cotton 5
Cribs, Baby, set up 10
Dairy Products 5
Demijohns, Glass Jars, Fish Globes and Display bottles 5

Doors	5
Drain tile	5
Drums, empty	5
Drugs, in carboys	10
Earthenware, in boxes or crates	5
Earthenware, loose	Special Contract.
Eggs	5
Egg Cases	5
Egg Cases, returned to shipper	3
Evaporator Pans	5
Excelsior, in bundles or bags	5
Fanning Mills	10
Feathers, N. O. S.	10
Feathers, compressed in bales	5
Fruit Jars, O. R.	5
Furniture, N. O. S.	5
Furs and Pelts	5
Glass, O. R.	5
Glass, extra size, too large for box car doors, O. R.	Special Contract.
Grindstones, mounted	10
Guttering	5
Hats and Caps in racks	5
Hay	10
Headstones	5
Headlights	10
Hides	5
Hobby Horses, loose	Not Taken.
Hobby Horses, crated	5
Household goods	10
Hops	5
Incubators	10
Iron Bedsteads	5
Iron Pulley Wheels, Light Castings, loose	5
Kettles	5
Lawn Swings, K. D.	5
Laundry Tubs, earthen	5
Lumber	5
Machinery	5
Machinery, returned to maker for repairs	2½
Marble, Slabs	5

Mattresses ---------- 5
Meats, Fresh ----------Not Taken.
Millinery Goods ----------10
Moss ---------- 5
Musical Instruments, N. O. S. ----------10
Oakum ---------- 5
Ovens, Gasoline ---------- 5
Pianos and Organs ---------- 5
Paintings ----------Not Taken.
Packing House Products ---------- 5
Picture Frames, Moulding, Backing ---------- 5
Plants ----------10
Poultry and Game, dressed or alive ------Not Taken.
Powder and High Explosives ----------10
Radiators ---------- 5
Rags, pressed in packages ---------- 5
Rags, in bags or packages, not pressed ----------10
Ranges ---------- 5
Rattan Furniture ----------10
Reels, Wire and Cable ---------- 5
Retorts, Clay ---------- 5
Safes, Iron ---------- 5
Sash ---------- 5
Sewing Machines, set up and crated or boxed ----10
Sewing Machines, not crated or boxed ----Not Taken.
Sewer Pipe ---------- 5
Show Cases, boxed or crated ---------- 5
Show cases, not boxed or crated --------Not Taken.
Sieves, Sifters, in bundles ----------10
Sieves, Sifters, K. D., boxed, nested or crated ---- 5
Skiffs and Boats ----------10
Soda Fountains ----------10
Statuary, crated ----------Not Taken.
Stills ---------- 5
Store and Saloon Fixtures ----------10
Stoves, Gas or Vapor ---------- 5
Stoves, Cooking or Heating ---------- 5
Stoves Pipes and Elbows ---------- 5
Terra Cotta ---------- 5
Tubs and Pails, nested ---------- 5
Trees ----------10

Trunks, empty	10
Trunks, nested	5
Tinware, not nested	10
Tinware, nested	5
Valises, loose	10
Valises, boxed	5
Vehicles, Buggies, Barouches, Carriages, Carts, Cutters, Sleighs, Surreys, Democrat and Spring Wagons, minimum 500 lbs. each	5
Wagons	5
Wagons, Children's, boxed or crated	5
Wagons, Children's, not boxed or crated	Not Taken.
Wagon Wheels, Rims or Shafts	5
Willowware	10
Wire Springs	10
Wheelbarrows, set up	5
Woodenware, nested and boxed	5
Wool	5
Yarn	5

RULES.

1. The minimum charge for any one consignment between connecting lines will be one hundred pounds at tariff rate, but not less than ten cents each. When shipments are handled to or from warehouses of this Company the rate will be ten cents per hundred pounds except flour, which will be charged for at rate of $1.00 per lot of 1000 to 2000 pounds; 5 cents per 100 over 2,000 pounds. Minimum charge for any shipment to or from warehouses of this Company shall be twenty-five cents.

2. Freight between connecting lines must be loaded in a separate car for line to which destined, and all such cars will be subject to a minimum of 5,000 pounds.

3. Maximum charge for any single shipment shall not exceed the minimum charge at car load rates for the same article.

4. All freight must be removed promptly by con-

signees, and shall be at their entire risk after twenty-four (24) hours from receipt of notice by them.

5. All consignments will be charged for at actual gross weight.

6. Any shipment which, in the judgment of forwarding agent, will not bring, at forced sale, the amount of freight charges at destination, must be prepaid or charges guaranteed.

7. These rates do not apply to consignments which from their nature require a separate car for their transportation. Such consignments will be charged at minimum car load rates, except as otherwise provided for or covered by special agreement.

8. All goods received subject to rules of connections for whom they are destined.

Complainant's Exhibit No. 225.

No. 265. Through Rates of Fare from St. Louis.
In effect Nov. 1st, 1904.
The fares herein quoted are the individual fares of the lines named below and they alone are responsible therefor.
Compiled from rates furnished by the following lines:
D. P. McCarty, General Passenger Agent, Baltimore & Ohio Southwestern R. R.
Warren J. Lynch, General Passenger and Ticket Agent, Big Four Route (C. C. C. & St. L. Ry.)
W. A. Lalor, Assistant General Passenger Agent, Burlington Route.
Geo. J. Charlton, General Passenger Agent, Chicago & Alton Railway.
E. A. Williams, General Passenger and Ticket Agent, Chicago, Peoria & St. Louis Ry. Co. of Illinois.
I. P. Lusk, General Passenger Agent, Diamond Jo Line Steamers.
Bryan Snyder, Passenger Traffic Manager; A. Wil-

ton, General Passenger Agent, Frisco System, St. L. & S. F. R. R.

Bryan Snyder, Passenger Traffic Agent; W. H.

Bryan Snyder, Passenger Traffic Manager; W. H. (Chicago & Eastern Illinois R. R.)

A. H. Hanson, General Passenger Agent, Illinois Central R. R.

Lucien J. Irwin, General Passenger Agent, Louisville, Henderson & St. Louis Ry.

C. L. Stone, General Passenger Agent, Louisville & Nashville R. R.

H. C. Townsend, General Passenger and Ticket Agent, Missouri Pacific Railway and St. Louis, Iron Mountain & Southern Railway.

George Morton, General Passenger and Ticket Agent, Missouri, Kansas & Texas Ry.

C. M. Shepard, General Passenger Agent, Mobile & Ohio R. R.

John Sebastian, Passenger Traffic Manager; L. M. Allen, General Passenger Agent; W. J. Leahy, Assistant General Passenger Agent, St. Louis, Kansas City & Colorado Ry.

E. H. LeBeaume, General Passenger and Ticket Agent, St. Louis Southwestern Ry.

S. H. Hardwick, General Passenger Agent, Southern Railway.

Geo. H. Ross, General Traffic Manager, Toledo, St. Louis & Western Ry.

V. W. Fisher, General Passenger and Ticket Agent, Terminal R. R.

E. A. Ford, General Passenger Agent, Vandalia Line.

C. S. Crane, General Passenger and Ticket Agent, Wabash Railroad.

*Indicates a change from last issue.

George Morton, Compiler,
Wainwright Bldg.,
St. Louis, Mo.

LIMITS.

1. The days transit limit given herein is in addition to the day of sale.

2. A limited ticket must not bear any other date than actual date of sale; when it is the rule of a line to change its dating stamps before midnight the limit shall be the same as if the ticket was dated on the day within which it was actually sold.

3. The bona fide cases of passengers wishing to buy tickets for use at a later time, tickets must be dated in, and limit given from the date on which passenger intends starting, but in such cases the coupon of the initial line shall be endorsed not good for passage before the day of its date, which shall be named in such endorsement.

4. Unlimited tickets must not be sold to points in California, Nevada, Oregon, Washington or British Columbia; to Montana common points or points in Montana west thereof, or intermediate points carrying Montana common point rates; to all points in Idaho, unless carrying less than Utah common point thirty (30) day rate; to Utah common points, or to intermediate points carrying Utah common point rates; to points on the line of the Southern Pacific in Utah west of Ogden, in New Mexico and Arizona west of and including Lordsburg, or at rates based on the $60.00 rate from Missouri River, via Colorado common points, to points west of Albuquerque, or to points on the N. M. & A. Sonora, Mexican Central and Mexican International Railways. All such tickets sold at rates shown herein in the first class unlimited column, should be limited to thirty (30) days from date of sale.

SIGNATURES.

5. Unlimited rates shown herein (where routes are not specified) are intended to apply via the direct lines.

6. All tickets, whether limited or unlimited, read-

ing to points in Montana, Wyoming and New Mexico (including El Paso, Tex.) and points west thereof, should be signed by the purchaser and witnessed by some authorized agent of the company.

CHILDREN'S TICKETS.

7. Children under five years of age, when accompanied by parents or guardians free. Children of five and under twelve years of age half fare.

ROUTES.

8. Rates herein quoted via a point apply via all routes over which short line fare to such points are authorized. Rates to points not covered by special routing are applicable only via direct lines. Tickets must not be sold to any intermediate point at higher fares than tickets of the same class to a point beyond on the same through line.

Northern, Eastern (See Rules 27, 28, 29.)

9. When tickets are sold via long or indirect routes, they should be limited to twenty-four hours in excess of schedule time.

10. Rates quoted herein to points in Illinois, Iowa, Wisconsin, Minnesota and Dakota, apply via Chicago only when so quoted.

Southern (See Rules 26-30.)

*11. The limited first and second-class fares to Grafton, W. Va., and points east of the B. & O. R. R., and connections also applies via Midland City and Columbus, or via the Wabash R. R. to Pittsburg or Wheeling and B. & O. time limit same as via direct line.

Western (See Rules 23, 24, 25, 26, 31.)

12. Rates to points beyond New York, via New York, should be made the sum of the rates to and from New York.

13. Rates to Florida points, via Pensacola, apply via Seaboard Air Line or Atlantic Coast Line from River Junction.

Rates to Florida points routed via Waycross, Lake City or Brunswick and Steamer apply via any route to Waycross, Lake City or Brunswick shown to those points in this sheet.

Rates to Florida points apply via all routes shown herein to Jacksonville, to which short line fares apply.

Rates to Florida, via New Orleans and rail, $9.00 higher than short line rates quoted herein.

*14. Rates to points on or reached via A., T. & S. F. Ry., west of Burrton or south of Wichita will also apply via the Frisco System to Burrton or Wichita in connection with the A., T. & S. F. Ry.

Attention is directed to the fact that arrangements have been made for the interchange of passenger business between the Frisco System (St. L. & S. F. R. R.), and Chicago, Rock Island and Pacific Railway. Tickets may now be routed to points on the C., R. I. & P. Ry., via the Frisco System; also to points on the Frisco System via C., R. I. & P. Ry., via all junctional points.

One-way rates for tickets to points on the Union Pacific R. R. east of Granger and Ogden apply only for tickets reading via Union Pacific R. R. (including St. Joseph and Grand Island Ry. from St. Joseph) from Missouri River points.

One-way tickets to Grand Junction, Colo., and destinations on the D. & R. G. and connections west thereof may be routed via the Union Pacific or any other lines to Denver, Colorado Springs or Pueblo, thence via D. & R. G. or Colorado Midland and connections to destination.

One-way tickets may be routed via Missouri Pacific Ry. to Pueblo, D. & R. G. to Denver, or via Burlington Route or C., R. I. & P. System, or A., T. & S. F. to Denver, thence the Union Pacific R. R. to Ogden, also to all points on the O. S. L. R. R. south, west and north of Pocatello, and connections, via Granger or Ogden, and to all points west of Ogden on the Southern Pacific (P. S.) Ry. and connections.

*15. One-way tickets may be routed via Union Pacific R. R. to Denver, thence D. & R. G. R. R. or Colorado Midland Ry. via Grand Junction to any point on or beyond the Denver & Rio Grande Ry.

All one way rates for tickets to points on or via the Union Pacific R. R. east of Ogden, Utah, must read via Union Pacific R. R. (including St. Joseph and Grand Island Ry. from St. Joseph) from some one of its Missouri River terminals or from Ellsworth.

To Ogden, Utah, one-way tickets from Missouri River and east thereof may be routed via the A., T. & S. F., B. & M. R., or C., R. I. & P. to Denver, or Missouri Pacific to Pueblo, and D. & R. G. to Denver, thence to the Union Pacific. From same territory, tickets may be similarly routed to points on the O. S. L. O. R. & N. Co.; Southern Pacific and their connections. To points on the O. S. L. south of Ogden or intermediate to Ogden, or Pocatello, route should be via Ogden only. To points on the O. S. & L. west and north of Pocatello, and to points beyond, routes may be either via Granger or Ogden.

16. Through tickets may be sold via all routes through Billings or Huntington to Spokane, Washington, thence Great Northern Railway to points on that line at same rates as now quoted via Huntington and Portland. Tickets may also be sold via Spokane, Great Northern Ry. to Tacoma, Wash., on the south, Vancouver and Nanaimo, B. C., on the north; and all points intermediate on rail or steamer lines, at same rates as are now applicable via Portland, Ore.

17. Tickets to Helena or Butte or any point west thereof, reading via the Burlington Route from any Missouri River gateway to Billings, will be honored via Denver and Brush-Alliance Line.

*18. The following may be considered as direct routes from Missouri River points to California common points (except as hereinafter modified.).

(a) Ogden, Albuquerque and Bakersfield, Albuquerque and Barstow; Albuquerque, Barstow and Los An-

geles (See paragraph f); Deming, El Paso, and Fort Worth and El Paso.

(b) Tickets may be sold via Denver, Colorado Springs, or Pueblo, Albuquerque and Barstow to Southern California Ry. points; via Denver, Colorado Springs, or Pueblo, Albuquerque, Barstow and Los Angeles to points north of Los Angeles and south of Mojave, including Newhall, Santa Barbara, Carpentaria and San Buenaventura; via Denver, Colorado Springs, or Pueblo or Dalhart and El Paso to San Diego and intermediate on Southern California Ry., south of Los Angeles; via Denver, Colorado Springs or Pueblo, Delhart and El Paso to Los Angeles and intermediates on So. Pac. Co. east thereof carrying common California rates; via Denver, Albuquerque and Bakersfield to all Southern Pacific local points north of Bakersfield and south of and including Redding. Rates to other territory shown via Albuquerpue and Los Angeles or via El Paso or Deming to not apply via Denver, Colorado Springs or Pueblo.

(c) First-class tickets to San Francisco and points north thereof, good for passage over the Coast Line, will be honored from Pajaro through San Francisco to either Gilroy or through Santa Cruz, thence over Narrow Gauge Lines to San Francisco and vice versa.

(d) First-class tickets via Ogden to Los Angeles and beyond will be honored by the Southern Pacific Co., via direct route through Sacramento and Stockton or via San Francisco and Coast Line or San Francisco and Tracy.

Second-class tickets to Los Angeles and beyond will be honored by the Southern Pacific Co., via Sacramento and Stockton or via San Fransisco and Coast Line only.

First- and second-class tickets to points on San Joaquin Valley divisions north of Saugus will be honored only via Sacramento and Stockton.

Tickets via Ogden to points on Southern Pacific

Coast Line north of Santa Barbara will be honored via Coast Line only.

First- and second-class tickets via Ogden to Saugus, Santa Barbara, or to points intermediate to Saugus and Santa Barbara, will be honored via San Francisco and Southern Pacific Coast Line, or via Bakersfield and Saugus.

First-class tickets to Seattle, Washington and intermediate points, via Shasta route, will be honored via San Francisco or via direct route at option of passenger.

Second-class tickets to Seattle, Wash., and intermediate points will be honored via Sacramento only.

(e) Tickets may be issued via Albuquerque, Bakersfield and San Francisco to points north of and including Monterey or Castroville.

PROHIBITED ROUTES.

(See Rule 35.)

19. Tickets must not be issued reading Illinois Central R. R. to points on or via the Mobile & Ohio R. R. or vice versa.

20. Limited first- and second-class rates to points on or via Penna. Lines, or Penna. R. R. east of Columbus, Ohio, must not be applied via Cincinnati.

21. Where no rates to points south of Nashville are quoted in this sheet as "via Louisville" no tickets should be sold from St. Louis or issued by connecting lines through Louisville and Nashville.

22. Tickets must not be sold via Union Pacific R. R. to Denver, thence via B. & M. R. R. R. via Billings, Mont.

23. Tickets to points on the Northern Pacific Ry. west of Garrison, Mont., and to points on the Great Northern Ry., beyond Helena, Mont., must not be sold via Ogden or Granger and Silver Bow.

24. (a) Tickets must not be issued via Ogden to points east of Colton; tickets must not be issued via El Paso, Deming, Los Angeles or Bakersfield to points east of Roseville Junction (except Maryville and points north) on or reached via the line of the Southern Pacific Co.

(b) Tickets must not be issued via Santa Fe System to Mohave, Cal., thence So. Pac. (P. S.) Co., or vice versa.

25. Second-class tickets must not be sold to points north of Mohave, via Albuquerque, Barstow and Los Angeles. First-class tickets to points in California, as heretofore, may be sold via above named route. Second-class tickets must not be issued via Albuquerque, Barstow, Los Angeles to Southern Pacific Coast Line points north of San Jose.

26. Tickets must not be sold from St. Louis proper to Texas points via Kansas City, excepting to El Paso and intermediate Texas points on direct lines from Kansas City (not via Fort Worth); but rates herein shown to Texas points may be used for basing purposes via St. Louis and Kansas City by connecting lines to points on, west and southwest of the line of the H. & T. C., but not including Houston and Galveston. Connecting lines are not authorized to sell via St. Louis and Kansas City to Texas points east of the line above described.

27. Second-class tickets must not be issued via New York and Sound Lines.

28. Tickets may be sold via Southern Ry. or B. & O. S. W. R. R., routed via Louisville and reading over any portion of the Louisville & Nashville R. R.

29. Tickets must not be sold reading via B. & O. S. W. R. R. to Baltimore, Washington or Philadelphia, thence via Pennsylvania R. R.

*30. No tickets to be sold via St. L., I. M. & S. Ry., or Missouri Pac. Ry. to points on C., R. I. & P. Ry. (Choctaw District.)

31. No tickets should be sold to points on the California Northwestern Railway.

STEAMSHIP FARES.

(See Rule 37.)

32. Rates to British Honduras, Spanish Honduras, Nicaragua, Republic of Colombia, Gautemala, and Costa Rica are payable in U. S. currency, and include meals and berth while at sea, and transfer at New Orleans. Tickets are sold subject to quarantine regulations. Passengers for Spanish Honduras and Guatemala must be provided with consular certificates.

33. Rates to Havana, Cuba, include meals and berth on steamer while at sea.

34. Unless otherwise noted, first-class rates by "boat" include meals and state-rooms while on boat. Second-class rates include cabin transportation without meals or berth. Third-class rates include deck passage.

CORPSE.

35. When the local regulations of individual lines permit of the sale of through tickets for the transportation of a corpse, the rate, regardless of the age of the deceased, will be one lowest first-class full fare, if accompanied by some person in charge who must also hold transportation and who must be provided with the usual certificate from physician or board of health.

Above rule applies to points on Mexican Central Railroad, in Mexico, via El Paso or Eagle Pass.

Through tickets must not be sold for the transportation or corpses to any point via the B. & O. R. R. and Philadelphia involving transfer through the city. In each instance corpse must be ticketed to Phladelphia and purchaser notified that transfer charge through the city of $2.50 will be made by the union Transfer Company for each corpse.

Exceptions.—Ticket for transportation of a corpse cannot be sold through New York on account of regulations of Board of Health of that city. Passengers should be advised that the charge for transfer service is $5.00 for each corpse.

Through tickets for the transportation of corpse should not be issued to any point on the West Jersey & Seashore R. R., except Atlantic City, N. J.; to any point on the Amboy Division of the Pennsylvania R. R. in New Jersey, except Bordentown and points east thereof; nor to any point on or reached via the Tuckertown R. R., via Whitings. In each instance corpses should be ticketed to Philadelphia, and purchasers notified that transfer from Broad Street Station to Market Street Wharf is necessary, for which the Union Transfer Company charges $2.50 for each corpse.

BAGGAGE.

36. One hundred and fifty (150) pounds of baggage only will be checked free for each passenger presenting a full ticket and seventy-five (75) pounds for each passenger presenting a half ticket.

On Trans-Pacific steamship business, whether originating in or passing through the United States to Trans-Pacific ports, three hundred and fifty (350) pounds of baggage will be allowed on each full ticket of any class and one hundred and seventy-five (175) pounds on each half ticket.

Excess baggage rates named herein apply via all routes over which the first-class limited rates apply.

Owing to Custom House regulations, baggage destined to points in Mexico will be checked to New Laredo, Ciudad Porfirio, Diaz or Ciudad, Juarez, Mexico, only, and there re-checked to destination of the ticket. Baggage will be inspected by the Mexican Custom officers at the points named.

In checking excess baggage to New Lared, Ciudad Porfirio, Diaz or Juarez, Mex., to holders of through

tickets to points in Mexico south of Monterey and Torreon, both inclusive collect on basis of 12 per cent of the one-way ticket rate to Laredo, Texas, when business is routed through to Eagle Pass or El Paso.

To points on the New Mexico and Arizona Railroad between Benson and Nogales, including the latter point, excess baggage rates shall be based on one cent per mile per one hundred (100) pounds over excess baggage rates to Benson. Minimum charge for that line to be 25 cents.

Baggage destined to points on the Sonora Railway can only be checked to Nogales (Mexican boundary line), at which point it may be re-checked to destination. A free allowance of one hundred and fifty (150) pounds on whole and seventy-five (75) pounds on half tickets is made on through tickets from the United States to Mexico.

To points on the Gila Valley Globe & Northern Ry. excess baggage rate should be based on one cent per mile per one hundred (100) pounds over excess baggage rate to Bowie, Ariz.

To points on the E. P. & S. W. R. R., excess baggage rate should be based one cent per mile per one hundred (100) pounds over excess baggage rates to Deming, minimum charge for that line to be 25 cents.

Where excess baggage rates quoted herein vary from local excess baggage tariffs of individual lines, said local tariffs will be used on local business, and the excess baggage rates quoted herein will apply on business ticketed to points beyond.

Rates of fare from San Francisco by Pacific Coast Steamship Company Steamer:

Make through rates to points given below by adding the rate quoted herein to the through rate to San Francisco, via route of ticket. These rates include meals and berth on steamer.

TO—	First Class	Second Class and Immigrant
Cayucas, Cal.	$ 6.00	$ 4.50
Huenema, Cal.	11.00	7.00
Monterey, Cal.	3.00	2.50

Newport, Cal	12.00	7.00
Port Harford, Cal.	6.00	4.50
Port Los Angeles, Cal.	12.00	7.00
Redondo, Cal,	12.00	7.00
San Diego, Cal.	15.00	10.00
San Pedro, Cal.	12.00	7.00
San Simeon, Cal.	6.00	4.50
Santa Barbara, Cal.	10.00	6.50
Santa Cruz, Cal	2.50	2.00
Ventura, Cal	11.00	7.00

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Abbeville, ...Ga.	.....	2	$22 75	.....	$3 45
do via Montgomery	.....	2	22 75	.....	3 45
Abbeville, ...S. C.	.....	3	22 75	.....	3 45
do via Jellico or Harriman..	.....	3	22 75	.....	3 45
do via Atlanta	.....	3	22 75	.....	3 45
Abbott ....Fla.	.....	2	30 45	.....	4 60
Abbott ....Iowa	.....	1	11 00	.....	1 35
Abbott ....Neb.	.....	2	15 97	.....	1 90
Aberdeen ....Miss.	.....	1	12 50	.....	1 55
§ do via Durant	.....	1	13 80	.....	1 55
do via Memphis and Frisco Sys.	.....	2	12 50	.....	1 55
do via Holly Springs	.....	1	12 50	.....	1 55
do Winona	.....	1	13 60	.....	1 55
Aberdeen ....S. Dak.	.....	3	22 10	.....	2 65
do via Chicago or Kansas City	.....	3	22 10	.....	2 65
Abilene ....Kan.	.....	2	12 40	.....	1 50
Abilene ....Tex.	.....	2	24 25	.....	2 90
do via Ft. Worth.....	.....	2	24 25	.....	2 90
do via Kansas City	.....	2	*24 25	.....	2 90
Abingdon ....Ill.	.....	1	5 40	.....	65
do via Peoria	.....	1	5 40	.....	65
§Ackley ....Iowa.	.....	2	11 12	.....	65
do via Burlington	.....	2	11 12	.....	1 35
§Ackley, via Freeport, ...Iowa.	.....	2	11 12	.....	1 35
Ada ....I. T.	.....	1	16 30	.....	....
Ada ....Minn.	.....	2	23 96	.....	2 90
do via Peoria or Chicago....	.....	2	23 95	.....	2 90
Addisca, via Buff., Sus. Bridge or Salamanca ....N. Y.	.....	2	20 50	10 00	2 50
Adrian ....Mich.	.....	1	12 00	.....	1 45
Afton, via Burlington....Iowa.	.....	1	10 30	.....	1 30
Aguascalientes, via Eagle Pass....Mex.	.....	6	54 25	46 80	....
do via El Paso.....	.....	7	54 25	46 80	....
do via Burrton	.....	7	54 25	46 80	....
do and return (Tourist).....	.....	..	76 15	.....	....
Aiken, via Chatt. and Augusta ....S. C.	.....	2	23 35	.....	3 50
do via Burlington	.....	2	23 35	.....	3 50
do via Louisville and Harriman	.....	2	23 35	.....	3 50
do via Louisv., Burgin or Nash. Nash. and Atlanta	.....	2	23 35	.....	3 50
do via Cincinnati	.....	2	23 35	.....	3 50
do via Union City and Nashville	.....	2	23 35	.....	3 50

*Basing rate only.
§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Aiken, via Corinth or Grand Jct. and Chatt	.....	2	23 55	.....	3 50
do via Cairo and Chatt.	.....	2	23 35	.....	3 50
do via Tupelo or Holly Springs	.....	2	23 35	.....	3 50
do via Columbus ....Miss.	.....	2	23 35	.....	3 50
Ainsworth, via Ogden and Granger and Hunt or Billings or St. Paul, (see Rule 15) ....B. C.	.....	7	51 30	43 80	6 20
Akron ....O.	.....	1	13 95	12 75	1 70
do via Urania, Dayton or Springfield	.....	1	13 95	12 75	1 70
do via Chicago	.....	1	13 95	12 75	1 70
do via Indianapolis and Columbus	.....	1	13 95	12 75	1 70
do via Cincinnati (not via Pennsylvania lines)	.....	1	13 95	12 75	1 70
Akron, via Birmingham or Tuscaloosa	.....	..	15 70	.....	1 90
§do via Louisv., Cinti. or Chattanooga	.....	..	19 40	.....	2 35
Akron ....Col.	.....	2	23 00	.....	2 80
Alamagordo ....N. M.	.....	3	36 20	.....	4 35
do via Okla. City and Amarillo	.....	3	36 20	.....	4 35
Alamosa ....Col.	.....	3	31 80	.....	3 85
do via Denver, Col. Springs or Pueblo	.....	3	31 80	.....	3 85
do via Kansas City and Council Bluffs	.....	3	31 80	.....	3 85
Albany, via Buffalo, Susp. Bridge or Salamanca ....N. Y.	.....	1	22 50	19 00	2 70
Albany, via Chattanooga....Ga.	.....	2	21 30	.....	3 10
do via Atlanta	.....	2	21 30	.....	3 10
Albany, via Grand Jct. and Birmingham	.....	2	21 30	.....	3 10
do via Montgomery	.....	2	21 30	.....	3 10
do via Birmingham and Americus	.....	2	21 30	.....	3 10
do via Louisville and Montgomery	.....	2	21 30	.....	3 10
do via Cincinnati	.....	2	21 30	.....	3 10
do via Cordele	.....	2	22 00	.....	3 30
do via Louisville, Nashville and Atlanta	.....	2	21 30	.....	3 10
do via Louisville and Burgin	.....	2	21 30	.....	3 10
do via Holly Springs or Tupelo and Birmingham..	.....	2	21 30	.....	3 10
do via Memphis	.....	2	21 30	.....	3 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Albany, via Og. or Grang. and Hunt. or Bill. (See Rule 5) ....Ore.	69 95	6	57 50	47 50	8 10
do via Albq. and Bak. or Ogr. and Sac. or San Fran.....	77 50	7	57 50	†47 50	8 10
do via Dem. or El Paso, Sac. or San Fran. and Shasta Route	77 50	7	62 50	†52 50	8 70
do via St. Paul	.....	7	57 50	47 50	8 10
do via Ft. W., El Paso, San Fran. or Sac.	82 50	7	62 50	†52 50	8 70
Albany .....Tex.	.....	2	23 85	.....	2 85
do via Ft. Worth or Waco...	.....	2	23 85	.....	2 85
Albany, via Kansas City....Tex.	.....	2	*23 85	.....	2 85
Albany, via St. Joseph.....Mo.	.....	1	8 67	.....	1 10
§Albert Lea, ...Minn.	.....	1	13 55	.....	1 65
§do via Peoria	.....	1	13 55	.....	1 65
§do via LaCrescent or La Crosse	.....	1	13 55	.....	1 65
§do via Freeport	.....	1	13 55	.....	....
§ do via Boat and Burlington..	.....	..	13 55	11 10	....
§Albia .....Iowa.	.....	1	7 98	.....	95
§do via Peoria	.....	2	7 98	.....	95
§do via Burlington	.....	1	7 98	.....	95
Albion, ...Ill.	.....	1	3 93	.....	50
Albion, ...Mich.	.....	1	11 39	.....	1 35
Albion, ...Neb.	.....	2	15 25	.....	1 85
Albion, via Buffalo or Susp. Bridge, ...N. Y.	.....	1	19 10	16 85	2 30
Alburquerque, ...N. M.	.....	3	37 80	35 00	4 55
do via Burrton	.....	3	37 80	35 00	4 55
do via Kansas City	.....	3	37 80	35 00	4 55
§Alderson, via Wister or So. McAllister, ...I. T.	.....	1	14 60	.....	1 75
Aledo, ...Ill.	.....	1	6 81	.....	85
Alexandria, ...So. Dak.	.....	2	18 15	.....	2 20
Alexandria, ...Minn.	.....	2	20 25	.....	2 45
do via Chicago	.....	2	20 25	.....	2 45
do via Boat and St. Paul..	20 25	..	.....	14 75	2 45
Alexandria . .....Mo.	.....	1	4 95	.....	60
do via boat	5 00	..	....	3 00	....
do via boat.....	3rd Class or Deck.			2 00	....
Alexandria, via Hiawatha or St. Joseph . .....Neb.	.....	1	13 40	.....	1 65
do via Kansas City	.....	1	13 40	.....	1 65
Alexandria . .....Va.	.....	..	20 25	17 00	2 45

*Basing rate only.
§Continuous passage only.
†Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Alexandria . . . . . Ind.	.....	1	8 45	.....	1 05
do via Indianapolis and Anderson	.....	1	8 45	.....	1 05
do via Indianapolis & Tipton	.....	1	8 45	.....	1 05
do via Bloomington	.....	1	8 45	.....	1 05
Alexandria, via McGehee or Shreveport . . . . . La.	.....	2	18 00	.....	2 20
do via New Orleans	.....	2	20 40	.....	2 20
Alger . . . . . Mich.	.....	2	14 85	.....	1 80
Algona . . . . . Iowa.	.....	2	12 20	.....	1 60
do via Ottumwa and Mason City	.....	2	13 20	.....	1 60
do via McGregor or Prairie du Chien	.....	2	13 20	.....	1 60
do via Bloomington or Lincoln	.....	2	13 20	.....	1 60
Alice . . . . . Tex.	.....	2	29 45	.....	3 55
*do via Houston and San Antonio	.....	..	29 45	.....	3 55
*do via New Orleans, Houston an S. A. & A. P. Ry..	.....	..	29 45	.....	3 55
Allegan . . . . . Mich.	.....	2	11 32	.....	1 35
do via Chicago and Holland.	.....	2	11 82	.....	1 35
Allenda, via San Antonio...Mex.	.....	6	33 65	33 20	....
Allegheny, via Cin. & C. & O..Va.	.....	2	18 65	17 00	2 25
do via Lou. and C. & O.....	.....	2	18 65	17 00	2 25
Allentown, via Pittsburg and Harrisburg . . . . . Pa.	.....	*	21 00	18 50	2 55
do via Buffalo, Susp. Br. or Salamanca	.....	*	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29)	.....	*	21 00	18 50	2 55
Alliance . . . . . Ohio	.....	1	14 60	12 85	1 75
do via Fort Worth	.....	1	14 60	12 85	1 75
do via Columbus and Orville	.....	1	14 60	12 85	1 75
do via Chicago	.....	1	14 60	12 85	1 75
Alliance . . . . . Neb.	.....	3	23 80	.....	2 90
Alma, via Little Rock.....Ark.	.....	2	14 82	.....	1 80
Alma . . . . . Mich.	.....	2	13 62	.....	1 65
do via Detroit, Toledo or Milan	.....	2	13 62	.....	1 65
do via Grand Rapids.....	.....	2	13 62	.....	1 65
do via Chicago	.....	2	13 62	.....	1 65
Alma . . . . . Wis.	.....	1	15 23	.....	1 85
do via boat	15 50	..	.....	10 50	....
do via boat.....	3rd Class or Deck.			6 00	....
Alma . . . . . Neb.	.....	1	16 45	.....	2 00
Almena . . . . . Kan.	.....	1	16 50	.....	2 00
Alpha . . . . . Ill.	.....	1	6 24	.....	75

*Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Altamont . . . . . Ill.	.....	1	2 84	.....	35
do via B. & O. S. W.	.....	..	3 05	.....	35
Altamonte Springs . . . . . Fla.	.....	2	29 40	.....	4 40
Altheimer . . . . . Ark.	.....	1	11 23	.....	1 35
Altoona . . . . . Fla.	.....	2	29 75	.....	4 45
Altoona ..... Pa.	.....	..	19 25	17 00	2 35
Alton . . . . . Ill.	.....	1	80	.....	15
do via boat	.....	..	1 00	50	....
do via boat.....	3rd Class or Deck.			25	....
Alton . . . . . Kan.	.....	2	15 45	.....	1 85
Alton . . . . . Iowa	.....	2	14 66	.....	1 80
Altus, via Little Rock..... Ark.	.....	2	13 97	.....	1 70
Alvarado . . . . . Tex.	.....	2	19 90	.....	2 45
do via Ft. Worth	.....	2	19 90	.....	2 45
do via Kansas City	.....	2	§19 90	.....	2 45
Alvord . . . . . Tex.	.....	2	19 40	.....	2 35
do via Vernon	.....	2	21 40	.....	2 60
do via Ft. Worth	.....	3	19 40	.....	2 35
do via Kansas City	.....	3	§19 40	.....	2 35
Alvordton . . . . . Ohio	.....	1	11 58	.....	1 40
Amarillo, via Ft. Worth or Henrietta . . . . . Tex.	.....	2	22 60	.....	2 75
do via Oklahoma City and Texola	.....	2	22 60	.....	2 75
do via Kansas City and Panhandle	.....	2	22 60	.....	2 75
Amarillo, via Frisco System and Vernon or Quanah..	.....	2	22 60	.....	2 75
*do via Memphis and C. R. I. & P.	.....	..	22 60	.....	2 75
*Amboy . . . . . Ill.	.....	1	7 24	.....	90
do via Burlington Route.....	.....	1	7 87	.....	90
Amenia . . . . . N. Dak.	.....	2	24 07	.....	2 90
do via Chicago	.....	2	24 07	.....	2 90
Americus . . . . . Kan.	.....	1	11 10	.....	1 35
do via Council Grove.....	.....	1	11 20	.....	1 35
do via Parsons	.....	1	11 10	.....	1 35
Americus, via Nash., Chatt. & Atlanta . . . . . Ga.	.....	2	21 25	.....	3 15
do via Cinti. & Chatt.....	.....	2	21 25	.....	3 15
do via Louisville & Chat....	.....	2	21 25	.....	3 15
do via Birmingham	.....	2	21 25	.....	3 15
do via Montgomery	.....	2	21 25	.....	3 15
Ames . . . . . Iowa	.....	1	10 95	.....	1 35
do via Bloomington or Peoria	.....	1	10 95	.....	1 35
do via Cedar Rapids	.....	1	10 95	.....	1 35
Amherst . . . . . Wis.	.....	1	14 10	.....	1 70
do via Chicago	.....	1	14 10	.....	1 70

*Continuous passage only. §Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Amherstburg .....Ont.	.....	1	14 00	.....	1 70
do via Chicago	.....	1	14 00	.....	1 70
Amite .....La.	.....	1	18 00	.....	2 20
Anaconda, via Ogden or Granger (See Rule 15)..Mont.	.....	5	40 00	35 00	4 80
do via Denver and Bill. (See Rules 15 and 17)...	.....	5	40 00	35 00	4 80
do via Chi. & St. Paul.....	.....	5	48 50	43 50	5 85
do via B. & M. and Billings or St. Paul.....	.....	5	40 00	35 00	4 80
Anadarko .....O. T.	.....	1	18 10	.....	2 20
do via Chicasha	.....	1	18 10	.....	2 20
*Anamosa .....Iowa	.....	1	10 15	.....	1 25
Andalusia .....Ala.	.....	1	18 13	.....	2 20
do via Montgomery	.....	1	18 13	.....	2 20
Anderson .....Ind.	.....	1	8 45	.....	1 05
Anderson, via Louisv. and Jellico or Harriman ...S. C.	.....	3	22 75	.....	3 40
do via Atlanta	.....	3	22 75	.....	3 40
do via Cinti. and Jellico and Harriman	.....	3	22 75	.....	3 40
Angelton .....Tex.	.....	2	25 00	.....	3 00
Angus .....Iowa	.....	1	10 99	.....	1 35
Anna .....Ill.	.....	1	3 58	.....	45
*Annapolis (See Rule 11)...Md.	.....	..	20 85	17 60	2 50
Ann Arbor .....Mich.	.....	1	12 26	.....	1 50
do via Chicago or Toledo....	.....	1	12 26	.....	1 50
Anniston, via Ev. and Nashville .....Ala.	.....	1	16 31	.....	2 45
do via Evansville and Birmingham	.....	1	16 34	.....	2 55
do via Memphis and Birmingham	.....	1	16 34	.....	2 55
do via Grand Junct., Dec. and Birmingham	.....	1	16 34	.....	2 55
Anniston, via Tupello or Holly Sprgs. and Birmingham..	.....	1	16 34	.....	2 55
do via Columbus .....Miss.	.....	1	16 34	.....	2 55
do via Cinti. and Chatt.....	.....	1	16 34	.....	2 55
do via Louisv., Burgin and Chattanooga	.....	1	16 34	.....	....
Ansonia .....Ohio	.....	1	9 25	.....	1 15
Anthony .....Kas.	.....	1	14 25	.....	1 75
Apopka .....Fla.	.....	2	29 55	.....	4 45
Appleton .....Minn.	.....	2	19 50	.....	2 35
*do via Chicago or Peoria....	.....	2	19 50	.....	2 35
Appleton .....Wis.	.....	1	13 00	.....	1 60
do via Chicago	.....	1	13 00	.....	1 60
Appleton City .....Mo.	.....	1	7 40	.....	90

*Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Arapahoe .....Neb.	.....	2	17 45	.....	2 10
Arkansas Pass, via Waco, Hous., or San Ant....Tex.	.....	3	29 50	.....	3 55
*do via New Orleans, Houston and S. A. & A. P. Ry..	.....	..	29 50	.....	3 55
do via Kansas City	.....	3	§29 50	.....	3 55
*Arbyrd, via Cape Girardeau (not via Paragould).Ark.	.....	1	6 93	.....	85
*Arcadia .....Kan.	.....	..	9 15	.....	1 10
*do via Springfield	.....	..	9 15	.....	1 10
*do via Kansas City	.....	..	9 15	.....	1 10
Arcadia .....Neb.	.....	2	17 57	.....	2 10
Arcadia .....Fla.	.....	2	32 75	.....	4 90
Arcanum .....Ohio	.....	1	9 00	.....	1 10
Archer .....Fla.	.....	2	27 80	.....	4 15
*Arxola .....Ill.	.....	1	4 18	55	55
*do via Ashley	.....	1	4 18	.....	55
*do via Effingham	.....	1	4 18	.....	55
*do via Decatur or Mt. Pulaski	.....	1	4 18	.....	55
*Ardmore .....I. T.	.....	1	17 80	.....	2 15
*do via Frisco Sys., Ark. City, Wichita or Wister..	.....	1	17 80	.....	2 15
*do via Hugo and Madill.....	.....	1	17 50	.....	2 15
*do via Sapulpa and Madill...	.....	1	17 80	.....	2 15
*do via Brinkley	.....	1	17 80	.....	2 15
*Argona .....Kan.	.....	..	13 75	.....	1 65
*Arion .....Iowa	.....	1	12 95	.....	1 50
*do via Freeport	.....	1	12 95	.....	1 55
Arkadelphia .....Ark.	.....	1	12 42	.....	1 50
Arkansas City, via St. L., I. M. & S. .....Ark.	.....	1	13 72	.....	1 65
do via Memphis	.....	1	14 25	.....	1 65
Arkansas City .....Kan.	.....	1	13 60	.....	1 65
Arlington .....Minn.	.....	1	17 37	.....	2 15
do via Chicago	.....	2	17 37	.....	2 15
Arlington .....Col.	.....	3	23 60	.....	2 85
Arrow Rock .....Mo.	.....	1	6 90	.....	85
Artesian, via M. & O.....Miss.	.....	1	13 15	.....	1 60
*Arthur .....Ill.	.....	1	3 91	.....	50
*Arthur, via Decatur.....Ill.	.....	1	3 91	.....	50
Arvada .....Wyo.	.....	3	33 60	30 05	4 10
Ashby .....Minn.	.....	2	21 05	.....	2 55
do via Chicago	.....	2	21 05	.....	2 55
Ashdown, via Texarkana or Poteau .....Ark.	.....	1	14 80	.....	1 80
do via Hugo	.....	1	16 80	.....	2 05
Asheville, via Chattanooga, S. C.	.....	2	20 00	.....	3 00

*Continuous passage only.
§Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Asheville via Cincinnati and Joplin or Harriman	.....	2	20 00	.....	3 00
do via Louisv. and Jellico or Harriman	.....	2	20 00	.....	3 00
do via Corinth and Chattanooga	.....	2	20 00	.....	3 00
*do via Union City or Martin and Chattanooga	.....	2	20 00	.....	3 00
Ash Fork .....Ark.	.....	5	55 20	47 50	6 65
*Ash Grove .....Mo.	.....	1	7 50	.....	95
*do via Clinton	.....	1	7 50	.....	95
do via Kansas City or Lamar	.....	..	.....	.....	....
Ashkum .....Ill.	.....	6	14 00	.....	75
Ashland, via Louisville.....Ky.	.....	1	12 40	.....	1 50
do via Cinti. and C. & O.	.....	1	12 40	.....	1 50
Ashland, via Stamps or Hope, Ia.	.....	1	17 55	.....	2 15
Ashland, via Jackson or Vicksburg .....La.	.....	1	17 55	.....	2 55
Ashland .....Neb.	.....	1	12 42	.....	1 50
Ashland, via Albq. and Mohave, Og. and Sac. or S. F..Ore.	.....	1	57 50	†47 50	8 10
do via Dem. or El Paso, Sac. or S. F.	77 50	7	62 50	†52 50	8 70
do via Hunt. or B. & N. and Billings (See Rule 17)	77 50	6	57 50	47 50	8 10
do via St. Paul	.....	6	57 50	47 50	8 10
do via Ft. Worth, El Paso, San. Fran. and Sac.	82 50	7	62 50	†52 50	8 70
Ashland, via Pitts. and Harris or Lewistown .....Pa.	.....	*	21 00	18 19	2 55
do via Buffalo, Susp. Brdg. or Sala.	.....	*	21 00	18 50	2 55
Ashland .....Ohio	.....	1	12 50	.....	1 50
do via Cincinnati	.....	1	12 50	.....	1 50
Ashland .....Wis.	.....	1	19 75	.....	2 40
do via Peoria or Chicago	.....	1	19 75	.....	2 40
do via Chicago and L. M. & L. S. T. Co. (meals and berth included)	.....	10	‡27 50	15 50	....
Ashley .....Ind.	.....	1	10 50	.....	1 30
Ashtabula .....Ohio	.....	1	16 60	14 60	2 00
do via Orrville and Niles	.....	1	16 60	14 60	2 00
do via Cincinnati	.....	1	16 60	14 60	2 00
do via Chicago	.....	*	16 60	14 60	2 00
Asgley .....Ill.	.....	1	2 04	.....	25

*Continuous passage only.

†Second class rates do not apply via San Francisco.

‡Via Manitou Steamships, June 15th to Sept. 10th; via Northern Steamship Co., June 30th to Sept. 15th.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Ashley, via Ill. Cent.....Ill.	.....	1	2 79	.....	25
Ashton .....Neb.	.....	2	16 82	.....	2 05
Aspen .....Col.	.....	3	36 50	36 15	4 40
Assinniboine, via St. Paul.Mont.	.....	4	40 00	35 00	4 80
do via Chicago & St. Paul...	.....	4	43 50	38 05	5 25
*Assumption .....Ill.	.....	1	3 10	.....	40
*Astor .....Fla.	.....	2	30 30	.....	4 55
Astoria, via Portland (See Rule 15).....Ore..	$1.50 higher than Portland rates via route of ticket.				
Astoria .....Ill.	.....	1	4 02	.....	50
Atchison .....Kan.	.....	1	8 50	.....	1 05
*Athens .....Ohio	.....	1	13 05	12 50	1 60
Athens .....Ala.	.....	2	12 65	.....	1 90
do via Louisville	.....	2	16 75	.....	1 90
do via Cairo and Corinth....	.....	2	13 25	.....	1 90
Athens, via Atlanta .....Ga.	.....	2	20 80	.....	3 10
do via Cor., Chatt., and Atlanta	.....	2	20 80	.....	3 10
do via U. City or Martin, Chatt. and Atlanta...	.....	2	20 80	.....	3 10
do via Mem., Top., Holly Spgs. or Col. .....Miss.	.....	2	20 80	.....	3 10
do via Cinti, Chatt. and Atlanta	.....	2	20 80	.....	3 10
do via Louisv., Chatt. and Atlanta	.....	2	20 80	.....	3 10
Athens, via Nashville.....Tenn.	.....	1	16 00	.....	2 40
do via Louisv. and Chatt.....	.....	1	16 00	.....	2 40
Athens, via Cinti. and Chatt.....	.....	1	16 00	.....	2 40
do via Cin. and Jellico or Harriman	.....	1	16 00	.....	2 40
do via Louisv. and Jellico or Harriman	.....	1	16 00	.....	2 40
do via Memphis, Gd. Jct. or Corinth	.....	1	16 00	.....	2 40
do via Cairo and Chat.....	.....	1	16 00	.....	2 40
do via U. City and Chat.....	.....	1	16 00	.....	2 40
Athens .....Tex.	.....	2	19 75	.....	2 35
*Atkins, via Little Rock....Ark.	.....	1	12 26	.....	1 50
Atlanta, via Nashville.....Ga.	.....	1	18 60	.....	2 65
do via Cincinnati and Chattanooga	.....	1	18 60	.....	2 65
do via Nashville and Birmingham	.....	1	18 60	.....	2 65
do via Louisville and Birmingham	.....	1	18 60	.....	2 65
do via Louisv., Nashville and Chattanooga	.....	1	18 60	.....	2 65

*Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Atlanta via Louisv., Burg. and Chattanooga	.....	1	18 60	.....	2 65
do via Corinth and Chattanooga	.....	1	18 60	.....	2 65
do via Columbus, Miss.	.....	1	18 60	.....	2 65
do via Tupelo or Holly Springs	.....	1	18 60	.....	2 65
do via Grand Junction	.....	1	18 60	.....	2 65
do via Memphis and Chattanooga	.....	1	18 60	.....	2 65
Athens, via Memphis and Chatt.	.....	1	18 60	.....	2 65
do via Memphis and Birm.	.....	1	18 60	.....	2 65
do via Martin and Chatt.	.....	1	18 60	.....	2 65
do via Union City and Chattanooga	.....	1	18 60	.....	2 65
Atlanta ..... Tex.	.....	2	16 50	.....	1 90
Atlantic ..... Iowa	.....	1	11 88	.....	1 45
Atlantic City, (See Rules 8 and 30) ..... N. J.	.....	..	.....	.....	....
Add $1.25 to Philadelphia.					
*Atoka ..... T. T.	.....	1	15 90	.....	1 90
Attalla, via Nash. and N. C. & St. L. ..... Ala.	.....	2	15 40	.....	2 35
do via Nashv. and Chatta.	.....	2	15 40	.....	2 35
* do via Memphis & Birm.	.....	2	15 40	.....	2 35
do via Birmingham	.....	2	15 40	.....	2 35
do via Louisv. and Burgin.	.....	2	15 40	.....	2 35
do via Louisv. and Nashville	.....	2	15 40	.....	2 35
do via Cinti. and Chatta.	.....	2	15 40	.....	2 35
do via Corinth	.....	2	15 40	.....	2 35
* do via Un. City or Martin and Chattanooga	.....	2	15 40	.....	2 35
Attica ..... Ind.	.....	1	6 50	.....	80
do via Bloomington	.....	1	6 50	.....	80
Attica ..... Kas	.....	1	14 55	.....	1 75
Attica, via Buffalo or Susp Bridge ..... N. Y.	.....	..	18 97	16 72	2 30
Auburndale ..... Fla.	.....	2	30 90	.....	4 65
Auburn, via Kansas City or St Joe ..... Neb.	.....	1	11 05	.....	1 35
do via Neb. City	.....	1	12 73	.....	1 35
Auburn, via Buffalo or Susp. Bridge ..... N. Y.	.....	..	20 50	18 90	2 50
Auburn ..... Ind.	.....	1	10 40	.....	1 25
do via Chicago or Indianapolis	.....	1	10 40	.....	1 25
*Audubon ..... Iowa	.....	2	12 00	.....	1 45
Augusta, via Nashv., Chatt. and Atlanta ..... Ga.	.....	2	23 35	.....	3 50

*Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Augusta, via Birmingham	.....	2	23 35	.....	3 50
§ do via Martin and Chatta..	.....	2	23 35	.....	3 50
do via Cin. Chatt. and Atlanta	.....	2	23 35	.....	3 50
do via Cin. Livingston and Knox	.....	2	23 35	.....	3 50
do via Cin. Harriman and Knox	.....	2	23 35	.....	3 50
do via Louisv. Nash. and Atlanta	.....	2	23 35	.....	3 50
do via Louisv. & Burgin	.....	2	23 35	.....	3 50
do via Memphis and Chatt..	.....	2	23 35	.....	3 50
§ do via Memphis	.....	2	23 35	.....	3 50
do via Grand Junction	.....	2	23 35	.....	3 50
do via Cor. and Chatt	.....	2	23 35	.....	3 50
do via Columbus, Miss.	.....	2	23 35	.....	3 50
do via Tupelo or Holly Springs	.....	2	23 35	.....	3 50
do via Union city and Chattanooga	.....	2	23 35	.....	3 50
do via Washington	.....	5	35 75	.....	3 50
Augusta ..... Kas.	.....	1	12 80	.....	1 55
Augusta, via Albany, Troy or Rotterdam Jc. .....Me.	.....	3	29 50	26 00	3 55
do via Montreal, Norwood or Malone	.....	4	29 50	26 00	3 55
Augusta .....Mo.	.....	1	1 50	.....	25
Augusta .....Ky.	.....	1	10 35	.....	1 25
Aurora, via Joliet.....Ill.	.....	1	7 05	.....	90
do via C. B. & Q.	.....	1	7 50	.....	90
Aurora .....Ind.	.....	1	9 00	.....	1 10
Aurora ..... Neb.	.....	1	15 12	.....	1 85
Aurora .....Mo.	...	1	8 10	.....	10 00
Austin .....Minn.	.....	1	13 60	.....	1 65
do via Peoria	.....	1	13 60	.....	1 65
Austin ..... Nev.	69 50	5	65 50	56 50	8 35
Austin .....Tex.	.....	2	24 45	.....	2 95
do via H. & T. C. and Hempstetad	.....	2	24 45	.....	2 95
do via New Orleans	.....	2	24 45	.....	2 95
do via Kansas City	.....	2	†24 45	.....	2 95
§Avard .....O. T.	.....	1	16 05	.....	1 95
Avila .....Ind.	.....	1	10 15	.....	1 25
do via Chicago	.....	1	10 41	.....	1 25
Ayer ..... Mass	.....	1	24 50	21 00	2 95
Aylmer .....Ont.	.....	1	16 20	.....	....
Baird .....Tex.	.....	2	23 60	.....	2 85
do via Ft. Worth	.....	3	23 60	.....	2 85

§Continuous passage only. †Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Baird, via Kansas City	.....	3	23 60	.....	2 85
Baker City, via Ogden or Granger (See Rule 16).Or.	61-90	5	50 00	42 50	6 00
Bakersfield (See Rule 15)..Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	5	57 50	.....	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
§ do via New Orleans and Tex and Pac.	A67 50	6	B57 50	C47 50	8 10
§ do via New Orleans and So. Pac.	A67 50	6	B57 50	C47 50	8 10
Baldwin.....Fla.	.....	2	25 25	.....	3 80
Baldwin, (Randolph County) via M. & O.....Ill.	.....	1	1 61	.....	25
Baldwin.....Mich	.....	1	13 98	.....	1 70
do via Anderson and Benton Harbor	.....	1	13 98	.....	1 70
do via Grand Rapids or Cadillac	.....	1	13 98	.....	1 70
do via Chicago	.....	1	14 09	.....	1 70
Ballinger.....Tex.	.....	2	25 50	.....	3 10
do via Ft. Worth	.....	2	25 50	.....	3 10
do via Kansas City	.....	2	25 50	.....	3 10
Baldwyn, via M. & O.....Miss.	.....	1	‡10 85	.....	1 30
Bainbridge, via Montgomery .....Ga.	.....	2	22 00	.....	3 30
do via Cinti. and Chatta...	.....	2	23 20	.....	3 30
do via Louisv. and Burg....	.....	2	22 00	.....	3 30
Bainbridge, via Louisv. & Montgy.	.....	2	22 00	.....	3 30
do via Louisv. Nashv. and Atlanta	.....	2	22 00	.....	3 30
do via Nashville and Chattanooga	.....	2	22 00	.....	3 30
do via Tup. Hol. Spgs. or Col. Miss.	.....	2	22 00	.....	3 30
do via Corinth or Gr. Jc and Chatt.	.....	2	22 00	.....	3 30
do via Grand Jc Dec. and Mont.	.....	2	22 00	.....	3 30
do via Pensacola and River Junction	.....	2	22 00	.....	3 30

A—For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

§Continuous passage only. ‡Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bainbridge, via Memphis	.....	2	22 00	.....	3 30
§Bajan, via Eagle Pass....Mex.	.....	4	36 15	34 60	....
Baltimore (See Rules 11 and 29)	.....	..	20 25	17 00	2 45
Bangor, via Albany, Troy or Rot. Jc. and Boston, Me...	.....	..	31 50	28 00	3 50
do via Montreal, Norwood, Malone	.....	..	31 50	28 00	3 80
Barbousville, via Cinti. or Louisville and C. & O. ....W. Va.	.....	1	13 15	.....	1 60
Barlow, viz Ill. Cent. and Cairo....Ky.	.....	1	5 20	.....	65
§Baroteran, via Eagle Pass ....Mex.	.....	4	36 15	34 60	....
Bardstown, via Louisville, Ky...	.....	1	9 18	.....	1 35
Barnard, via St. Joseph....Mo.	.....	1	9 44	.....	1 15
Barnesville, via Nashv. Chat. & Atlanta....Ga.	.....	2	20 40	.....	2 90
do via Birmingham	.....	2	20 40	.....	2 90
§ do via Martin & Chat.	.....	2	20 40	.....	2 90
Barnesville, via Memphis	.....	2	20 40	.....	2 90
do via Cincinnati	.....	2	20 40	.....	2 90
do via Louisville	.....	2	20 40	.....	2 90
do via Cor. or Gd. Jc. and Chatt	.....	2	20 40	.....	2 90
do via Tupelo or Holly Springs	.....	2	20 40	.....	2 90
do via Columbus, Miss.	.....	2	20 40	.....	2 90
Banesville ..... Minn.	.....	2	22 54	.....	2 75
do via Peoria or Chicago...	.....	2	22 54	.....	2 75
Barnesville....O.	.....	1	14 25	.....	1 75
Barrie....Ont.	.....	2	20 60	17 80	2 50
Bartlesville....I. T.	.....	1	11 95	.....	....
Baraboo....Wis.	.....	1	11 63	.....	1 40
do via Chicago	.....	1	11 64	.....	1 40
Bartow....Fla.	.....	2	31 30	.....	4 70
Bartow Junction....Fla.	.....	2	30 90	.....	4 65
Bastrop....Tex.	.....	2	23 65	.....	2 85
do via Kansas City	.....	2	†23 65	.....	2 85
Basic, via Cin. or Louisv. and C. & O. ....Va.	.....	..	§20 25	17 00	2 45
Batavia, via Buffalo or Susp. Bridge....N. Y.	.....	..	§18 97	16 72	2 30
Batesville....Ark.	.....	1	8 69	.....	1 05
Batesville....Ind.	.....	1	8 15	.....	1 00
§Batesville, via Ill. Cent...Miss.	.....	1	10 95	.....	1 35

†Basing rate only. §Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bath, via Albany, Troy or Rott. Jc. & Boston...Me.	.....	3	28 75	25 25	3 45
via Montreal, Norwood or Malone	.....	4	28 75	25 25	3 45
Bath, via Buffa. Susp. Bridge or Sala. .....N. Y.	.....	1	20 50	18 00	2 50
Baton Rouge, via Memphis.La.	.....	1	18 00	.....	2 20
Battle Creek .....Iowa	.....	1	14 16	.....	1 70
Battle Creek .....Mich.	.....	1	10 64	.....	1 30
Battle Lake .....Minn.	.....	2	21 63	.....	2 60
do via Chicago	.....	2	21 63	.....	2 60
do via Boat and St. Paul...	21 65	..	.....	16 15	....
Battle Mountain .....Nev.	60 30	5	55 50	47 50	7 30
Baxter . . ..Kas.	.....	1	9 60	.....	1 15
do via Kansas City	.....	1	* 9 60	.....	1 15
Bay City . .....Mich.	.....	1	13 67	.....	1 65
do via Toledo and Milan...	.....	1	13 67	.....	1 65
do via Detroit	.....	1	13 65	.....	1 65
Bay City . . ..Wis.	.....	1	16 00	.....	1 95
Baynesville . . ..Kas.	.....	1	13 40	.....	1 65
Bay, St. Louis, via L. & N. R. R. .....Miss.	.....	..	18 00	.....	2 55
Bay View, via Chicago and Manitou or Nor. S. S. Co. (meal and berth extra) . . . . .Mich.	.....	5	B13 50	.....	....
§ do via Anderson and Benton Harbor	.....	2	16 56	.....	2 00
§ do via Winchester and Lynn	.....	2	16 56	.....	2 00
§ do via Indianapolis, Ft. Worth or Richmond.....	.....	2	16 56	.....	2 00
Beardstown . . . .Ill.	.....	1	3 51	.....	45
Beatrice, via Kan. Cy. or St. Joe . . . .Neb.	.....	1	12 50	.....	1 50
do via Council Bluffs.....	.....	1	14 35	.....	1 75
Beaufort, via Nashv. Chatt. and Atlanta .....S. C.	.....	2	24 55	.....	3 65
do via Tup. Hol. Spgs. or Cols. and Atl.	.....	2	24 55	.....	3 65
do via Cor. and Chatt.	.....	2	24 55	.....	3 65
do via Cinti. & Chata.....	.....	2	24 55	.....	3 65
do via Cin. C. & O. Charlottsv. or Lynch.	.....	2	24 55	.....	3 65

†Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

B—Via Manitou Steamship Co., June 18th to September 10th, and Northern Steamship Co., June 10th to September 15th.

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§Continuous passage only. †Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Beaufort, Cinti. Cols. or Chillicothe, N. & W. and Petersburg	.....	2	24 55	.....	3 65
do via Louisv. Nashv. and Chatta.	.....	2	24 55	.....	3 65
do via Louisv. and Burg....	.....	2	24 55	.....	3 65
do via Nashv. and Birm. ...	.....	2	24 55	.....	3 65
do via Grand Junction	.....	2	24 55	.....	3 65
do via Memphis and Chat...	.....	2	24 55	.....	3 65
Beaumont Jc. . .....Kas.	.....	1	12 40	.....	1 50
Beaumont . . . .Tex.	.....	2	22 75	.....	2 75
do via New Orleans	.....	2	22 75	.....	2 75
do via Paris and Somerville	.....	2	22 75	.....	2 75
do via Houston	.....	2	23 65	.....	2 85
Beaver, via Indps. and Steubenville . . . .Pa.	.....	1	14 75	13 00	1 80
do via Youngstown	.....	1	14 75	13 00	1 80
do via Chicago	.....	1	14 75	13 00	1 80
Beaver Canon . . ..Neb. (See Spencer.)	.....	..	.....	.....	....
Beaver City. . .....Neb.	.....	2	17 26	.....	2 10
§Beaver Dam, via Ill. Cent. and Cairo or Paducah, Ky.	.....	1	8 00	.....	1 00
§Beaver Dam . . ..Wis.	.....	1	12 00	.....	1 45
Beaver Dam, via Chicago.....	.....	1	12 00	.....	1 45
Beaver Falls, via Indpls. Col. and Orrville .....Pa.	.....	1	14 75	13 00	1 80
do via Indpls and Steubenville	.....	1	14 75	13 00	1 80
do via Indpls. and Pittsburg.	.....	1	15 85	13 60	1 50
do via Ft. Wayne	.....	1	14 75	13 00	1 80
do via Youngstown	.....	1	14 75	13 00	1 80
Beaver Meadow, via M. & O. Ala.	.....	1	16 85	.....	2 05
Bedford, via B. & O. S. W...Ind.	.....	1	6 53	.....	80
do via Greencastle and Limedale	.....	1	6 53	.....	80
do via Terre Haute and S. I. Ry.	.....	1	6 53	.....	80
do via Mitchell	.....	1	6 53	.....	80
Bedford, via St. Joe.....Iowa.	.....	1	10 60	.....	1 25
do via Burlington	.....	1	11 62	.....	1 25
Bedford, via Pitts and Huntington .....Pa.	.....	..	20 00	17 00	2 40
Bedford, via Cin. or Louisv. and Jellico .....Va.	.....	2	21 00	18 00	2 55
do via Nashv. & Chatt.....	.....	2	21 00	18 00	2 55
do via Cin., Big Stone Gap and Brist.	.....	2	21 00	18 00	2 55
do via Cinti. or Louiv. and Norton	.....	2	21 00	18 00	2 55

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bedford, via Cinti. and Harriman	.....	2	21 00	18 00	2 55
do via Cin. Chilli. or Cols. and N. & W.	.....	2	21 00	18 00	2 55
do via Louiv. Burg. and Harriman	.....	2	21 00	18 00	2 55
Bedford,, via Martin or Union City and Nash	.....	2	21 00	18 00	2 55
do via Cor. or Grand Jc. and Chatta.	.....	2	21 00	18 00	2 55
Beebe .....Ark.	.....	1	9 47	.....	1 15
Beeville .....Tex.	.....	2	27 85	.....	3 55
§ do via Houston and San Antonio	.....	2	27 85	.....	3 33
§ do via New Orleans and Houston	.....	2	27 85	.....	3 55
Bolen, ...N. M.	.....	3	37 80	36 05	4 55
do via Kansas City	.....	3	37 80	36 05	4 55
Belfast, via Alb., Troy or Rott. Jct. and Boston.....Me.	.....	4	30 50	27 00	3 70
do via Montreal, Norwood or Malone	.....	4	30 50	27 00	3 70
Belington, via Parkersburg .....W. Va.	.....	2	18 50	17 25	2 25
Belize, via N. O. and U. F. Co., S. S. (see Rule 32), ...Br. Hon.	.....	..	43 50	.....	2 70
Belknap .....Iowa.	.....	1	7 30	.....	90
do via Keokuk	.....	1	7 30	.....	90
Bellaire .....O.	.....	1	14 25	13 00	1 70
Bellefontaine .....O.	.....	1	9 95	.....	1 20
do via Springfield	.....	1	9 95	.....	1 20
do via Cincinnati	.....	..	9 95	.....	1 20
Belle Plaine .....Iowa.	.....	1	9 54	.....	1 15
Belle Plaine .....Kan.	.....	2	13 40	.....	1 65
do via Frisco Sys. and A. T. & S. F.	.....	2	13 40	.....	1 65
do via Conway Springs	.....	2	13 40	.....	1 65
Belle Plaine, via Chetopa & Peru	.....	2	13 40	.....	1 65
Belleview, ...Fla.	.....	2	28 65	.....	4 30
Belleville, ...Ill	.....	1	66	.....	15
Belleville .....Ont.	.....	2	23 35	18 80	15
Belleville, ...Tex.	.....	2	23 65	.....	2 85
do via Temple and Ft. Worth	.....	2	23 65	.....	2 85
do via New Orleans	.....	2	23 65	.....	2 85
Bellevue, via Ogd or Granger (See Rule 15).....Id.	54 90	4	47 00	42 00	5 65
Bellevue .....Ia.	.....	1	9 58	.....	1 15
do via Boat	10 00	..	.....	5 25	....
do via Boat, 3rd class or deck	.....	..	.....	3 75	....

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bellevue ..... Ohio	.....	1	12 60	.....	1 55
Bellows' Falls ..... Vt.	.....	..	24 50	21 00	2 95
Bells ..... Tex.	.....	2	17 00	.....	2 05
do via Denison or Paris....	.....	2	17 00	.....	2 05
§Belmond ..... Iowa	.....	1	12 21	.....	1 50
Belmont ..... Wis.	.....	1	10 40	.....	1 25
do via Chicago	.....	1	10 40	.....	1 25
Belmont (Wabash Co.)..... Ill.	.....	1	4 16	.....	50
Beloit, ... Kas.	.....	1	14 00	.....	1 70
Beloit ..... Wis.	.....	1	9 75	.....	1 20
do via Chicago	.....	1	9 75	.....	1 20
Belton ..... Tex.	.....	2	22 60	.....	2 75
do via Frisco System.....	.....	3	22 60	.....	2 75
do via Kansas City	.....	2	*22 60	.....	2 75
Belvidere ..... Ill.	.....	1	9 07	.....	1 10
do via Chicago	.....	1	9 07	.....	1 10
Belvidere ..... Neb.	.....	2	13 55	.....	1 65
Bement ..... Ill.	.....	1	4 15	.....	50
Benedict ..... Kan.	.....	1	10 85	.....	1 30
Benson ..... Ariz.	.....	4	46 50	.....	5 60
do via A. T. & S. F. and Deming	.....	4	46 50	.....	5 60
do via New Orleans	.....	4	46 50	.....	5 60
do ..... Minn.	.....	2	19 96	.....	2 40
do via Boat and St. Paul....	19 95	..	.....	14 45	2 40
do via Peoria	.....	2	19 96	.....	2 40
do via Chicago	.....	1	19 96	.....	2 40
Benton ..... Ark.	.....	1	11 16	.....	1 35
do via Brinkley or Memphis and C. O. & G.....	....	1	11 16	.....	1 35
Benton, via St. P & Great Northern ..... Mont.	.....	4	40 00	35 00	4 80
do via Chic. St. P. & Gt. N.	.....	4	45 00	40 15	5 50
Benton	.....	1	2 94	.....	35
do Mt. Vernon	.....	1	2 94	.....	35
§Bentonia, via Jackson.... Miss.	.....	1	16 35	.....	1 85
§ do via Durant	.....	1	15 15	.....	1 85
Bentonville ..... Ark.	.....	1	10 22	.....	1 25
Benton Harbor ..... Mich.	.....	1	10 00	.....	1 20
do via Anderson	.....	1	10 00	.....	1 20
do via Chicago	.....	1	10 00	.....	1 20
Berea ..... O.	.....	1	14 30	.....	1 75
Berea, via Cincinnati.....	.....	1	14 30	13 00	1 75
do via Indianapolis and Springfield	.....	1	14 50	13 00	1 75
do via Indianapolis and Columbus	.....	1	14 30	13 00	1 75
do via Chicago	.....	1	14 30	13 00	1 75
Beresford ..... Fla..	.....	2	28 50	.....	4 30

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Berlin ..... Wis.	.....	1	12 70	.....	1 55
do via Chicago	.....	1	12 70	.....	1 55
Berlin ..... Ont.	.....	1	17 80	16 00	2 15
do via Chicago	.....	1	17 80	16 00	2 15
§Bessemer, via Frisco or L. & N. Railroad .....Ala.	.....	2	15 30	.....	2 35
do via Frisco or Tupelo and Birmingham	.....	2	15 30	.....	2 35
do via Tuscaloosa	.....	2	15 30	.....	2 35
§ do via Louisville or Cin. and Chatta.	.....	2	17 30	.....	2 10
§Bessemer .....Mich.	.....	2	19 00	.....	2 30
Bethany, via St. Joe.....Mo.	.....	1	9 25	.....	1 20
Bethel .....Ark.	.....	1	6 82	.....	85
Bethlehem, via Buff. Susp. Bridge or Sala.....Pa.	.....	..	21 00	18 50	2 55
do via Pittsburg and Harris.	.....	..	21 00	18 50	2 55
do via Philadelphia (see Rules 11 and 29) 9	.....	..	21 00	18 50	2 55
Beverly, via Kansas City....Mo.	.....	1	8 13	.....	1 05
Bevier, via Hannibal.....Mo.	.....	1	5 25	.....	60
Biddeford, via Alb., Troy or Rott. Jc. and Bot.....Me.	.....	3	27 90	24 40	3 40
Biddeford, via Mont., Norwood or Malone	.....	3	27 90	24 40	3 40
Bigelow, via St. Joseph, ...Mo.	.....	1	9 65	.....	1 15
Big Clifty, via Ill. Cent. and Cairo or Paducah, ...Ky.	.....	1	9 05	.....	1 10
§Big Rapids, ...Mich.	.....	1	13 17	.....	1 60
§ do via Anderson and B. Harbor	.....	1	13 17	.....	1 60
§ do via Chicago	.....	1	13 17	.....	1 60
Big Sandy .....Tex.	.....	2	18 00	.....	2 15
do via Mineola	.....	2	18 70	.....	2 15
Big Sandy .....Mont.	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....		44 35	38 90	5 35
Big Springs, ...Tex.	.....	2	27 40	.....	3 30
do via Ft. Worth	.....	2	27 40	.....	3 30
do via Kansas City	.....	2	*27 40	.....	3 30
Big Stone Gap, ...Va.	.....	2	16 26	.....	2 10
do via Cinti. and Livingston	.....	2	16 26	.....	2 40
Big Timber, via St. P. or B. & M. and Billings, ...Mont.	.....	4	36 25	33 05	4 35
do via Chicago and St. Paul.	.....	4	44 55	.....	5 40
Billings, via No. Riv. and B. & M or St. Paul .....Mont.	.....	4	33 85	30 05	4 10
do via Chicago and St. Paul	.....	4	42 35	38 30	5 10

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Billingsby, via M. & O.....Ala.	.....	2	16 85	.....	2 05
Biloxi, via L. & N. R. R...Miss.	.....	..	18 00	.....	2 55
Bingham, ...Neb.	.....	3	22 53	.....	2 75
Binghamton, via Buff., Sus. Bdge. or Sala., ...N. Y.	.....	..	20 50	18 00	2 50
Bird's Eye, ...Ind.	.....	1	6 34	.....	2 50
do via Evansville	.....	1	7 11	.....	75
§Birmingham, via Evansville and Nashville, ...Ala.	.....	1	15 05	.....	2 05
§ do via Memphis and Decatur	.....	1	15 05	.....	2 05
§ do via Memphis and Frisco System	.....	1	15 05	.....	2 05
§ do via Tupelo and Holly Springs	.....	1	15 05	.....	2 05
§ do via Columbus, ...Miss.	.....	1	15 05	.....	2 05
§ do via Martin and Nashville	.....	1	15 05	.....	2 05
§ do via Louisville and L. & N.	.....	1	17 05	.....	2 05
§ do via Louisville and Chattannoga	.....	1	17 05	.....	2 05
§ do via Cinti. and Chatta.....	.....	1	17 50	.....	2 05
§ do via Chattanocga	.....	1	17 05	.....	2 05
§Bisbee, via El Paso or Deming (not via Benson) ....Ark.	.....	4	49 95	.....	5 65
Bismarck, ...N. Dak.	.....	3	28 70	26 00	3 45
do via Chicago	.....	3	28 70	26 00	3 45
do via Boat and St. Paul....	31 10	..	.....	20 50	....
Blair, ...Neb.	.....	1	12 75	.....	1 55
do via Kansas City	.....	1	12 75	.....	1 55
do via Burlington	.....	1	12 75	.....	1 55
Blairsville, via Pittsburg, ..Pa.	.....	..	17 45	15 20	2 10
Blacksburg, ...S. C.	.....	2	22 95	19 95	3 45
Black River Falls, ...Wis.	.....	1	15 20	.....	1 85
do via Chicago	.....	1	15 20	.....	1 85
Blackwell, ...O. T.	.....	1	14 30	.....	1 75
Blanchard, ...N. Dak.	.....	3	24 77	.....	3 60
do via Chicago	.....	3	24 77	.....	3 60
do via Boat and St. Paul....	24 77	..	.....	19 75	....
Blanchester, via B. & O. S.-W., ...O.	.....	1	1 20	.....	1 25
Blocton, via M. & O., ...Ala.	.....	2	16 15	.....	1 95
do via L. & N.	.....	2	16 15	.....	1 95
Bloomfield, ...Ky.	.....	1	9 70	.....	1 55
Bloomfield, ...Iowa.	.....	1	7 15	.....	85
§Bloomingburg, ...O.	.....	1	10 55	.....	130
Bloomington, via Greencastle or Limedale, ...Ind.	.....	1	6 53	.....	80
do via Mitchell	.....	1	6 53	.....	80

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bloomington, ...Ill.	.....	1	4 50	.....	55
Bloomington, ...Neb.	.....	2	15 94	.....	1 95
Bloomsburg, via Pittsburg and Northumberland, ...Pa.	.....	..	20 75	17 75	2 50
do via Buffalo	.....	..	21 00	18 50	2 50
Blossom, ...Tex.	.....	2	17 00	.....	2 05
Blount Springs, ...Ala.	.....	2	14 21	.....	2 15
Bluefields, via N. O. and U. F. Co. S. S. (See Rule 32) Nicaragua	.....	..	58 50	.....	2 70
Blue Hill, ...Neb.	.....	2	15 13	.....	1 85
Blue Mound, ...Kan.	.....	1	9 60	.....	1 15
Blue Rapids, ...Kan.	.....	1	11 35	.....	1 40
Blue Springs, ...Neb.	.....	1	12 16	.....	1 50
Bluffton ..... Minn.	.....	2	20 91	.....	2 55
do via Chicago	.....	2	20 91	.....	2 55
§Blytheville, via Cape Girardeau, ...Ark.	.....	1	7 14	.....	85
Bocas del Toro, via N. O. & U. F. Co. S. S. (See Rule 32) Rep. Col.	.....	..	56 35	.....	2 70
do via Mobile and U. F. Co. S. S. (See Rule 32)	.....	..	55 20	.....	2 70
Boise City, Ogden or Granger, (See Rule 15)..Idaho.	.....	4	50 00	43 30	6 15
Bola, via Eagle Pass.....Mex.	.....	4	41 00	40 25	....
§Bolivar, via Springfield....Mo.	.....	1	7 50	.....	90
Bolivar . .....Tenn.	.....	1	9 40	.....	1 15
Bolivar . .....Ind.	.....	1	9 30	.....	1 15
§Bon Air, via Martin or Union City . .....Tenn.	.....	2	14 15	.....	2 15
§Bon Aqua, via Martin or Union City .....Tenn.	.....	1	9 70	.....	1 50
Bonesteel . .....N. D.	.....	2	18 70	.....	2 25
Bonham. . .....Tex.	.....	2	17 00	.....	2 05
do via Denison and Paris...	.....	2	17 00	.....	2 05
Bonne Terre .....Mo.	.....	1	2 12	.....	25
Boone . . ..Iowa.	.....	1	11 10	.....	1 35
Booneville. . . ..Mo.	.....	1	5 10	.....	65
Booneville, via M. & O. ..Miss.	.....	1	10 55	.....	1 30
§Boscobel . .....Wis.	.....	1	11 50	.....	1 45
§Boscobel, via Chicago	.....	1	11 00	.....	1 45
Boston. . . ..Mass.	.....	§	25 50	22 00	3 10
do via Akron, Binghampton and Troy	.....	§	25 50	22 00	3 10
Boston, via Buffalo, Rotterdam and Troy. . . ..Mass.	.....	§	25 50	22 00	3 10
do via Columbus and Cleveland	.....	§	25 50	22 00	3 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Boston, via Cinti. and Cleveland	.....	§	25 50	22 00	3 10
do via Norfolk and M. & M. Transportation Co.	.....	§	C25 50	D23 00	3 10
do via Baltimore & M. &. M. Transportation Co.	.....	§	C25 50	D'23 00	3 10
do via Cincinnati and Salamanca.	.....	§	*25 50	*22 00	3 10
do via Indianapolis, Dayton, Urbana and Buffalo or Salamanca.	.....	§	25 50	22 00	3 10
do via Montreal, Norwood or Malone	.....	§	25 50	22 00	3 10
do via New York and Rail.	Add $5.00 to N. Y. rate via route of ticket, all classes.				
do via N. Y. and Fall River, Sion Ston. or Nor. Line Nov. 1st to April 30th, (See Rule 27)	Add to N. Y. rate $3.00 limited.				
May 1st to Oct. 31st, (See Rule 27)	Add to N. Y. rate $4.00				
do via Portland	.....	3	30 50	.....	3 70
do via Chicago.	.....	§	25 50	22 00	3 10
Bottineau. .....N. Dak.	.....	3	30 82	27 15	3 70
Boulder. .....Colo.	.....	3	24 50	.....	2 95
do via Omaha and Denver .	.....	3	24 50	.....	2 95
do via Kan. City and Council Bluffs.	.....	3	24 50	.....	2 95
§Bound Brook, via Cin. and Philadelphia. (See Rules 11 and 29) .....N. J.	.....	§	21 00	19 00	2 60
Bound Rock via Buff, or Sala and Lehigh Valley	.....	§	21 00	19 00	2 60
do via Indianapolis, Pittsburg and Allentown	....	§	22 30	19 80	2 60
do via Indianapolis, Pittsburg and Philadelphia	.....	§	22 30	19 80	2 60
do via Buffalo and Scranton...	.....	§	21 00	19 00	2 60
Bowie .....Ariz.	.....	4	43 30	.....	5 20
§ do via Ft. Worth, Houston or San Antonio and El Paso	.....	4	43 30	.....	5 20
§ do via New Orleans	.....	4	43 30	.....	5 20
do via Kansas City or Burrton and A. T. S. F.	.....	4	43 30	.....	5 20
Bowie	.....	2	19 40	.....	2 35
do via Ft. Worth	.....	2	19 40	.....	2 35
do via Chickasha	.....	2	19 40	.....	2 35

C Includes meals and stateroom accommodations on steamer.
D Includes meals and berth on steamer.
' October 1st to May 31st only.
§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bowie, via Kansas City	.....	..	*19 40	.....	2 35
Bowling Green .....Ky.	.....	1	10 00	.....	1 50
do via Louisville	.....	1	10 00	.....	1 50
Bowling Green .....Mo.	.....	1	2 70	.....	35
do and return	.....	10	4 90	.....	....
Bozeman, via St. P. or B. & M. and Billings .....Mont.	.....	4	38 10	35 50	4 60
do via Chicago and St. Paul	.....	4	46 60	42 00	5 60
Bradford .....Pa.	.....	§	19 00	16 75	2 30
do via Pittsburg	.....	§	19 00	16 75	2 30
do via Cincinnati	.....	§	19 00	16 75	2 30
Bradford, Jc. .....O.	.....	1	9 00	.....	1 10
Braddock, via Pittsburg ....Pa.	.....	2	15 95	13 70	1 80
Brady .....Tex.	.....	2	25 10	.....	3 05
Braidentown .....Fla.	.....	2	32 30	.....	4 85
Brainerd .....Minn.	.....	2	20 12	.....	2 45
§ do via Chicago	.....	2	20 12	.....	2 45
do via Boat and St. Paul....	20 12	..	.....	14 62	....
Brandon .....Wis.	.....	1	12 30	.....	1 50
do via Chicago	.....	1	12 30	.....	1 50
Brandy .....Va.	.....	§	20 25	17 00	2 45
Brantford .....Ont.	.....	2	18 05	16 00	2 20
do via Chicago	.....	2	18 05	16 00	2 20
Brazil .....Ind.	.....	1	5 70	.....	70
Breckenridge .....Col.	.....	3	30 40	.....	3 65
do via Omaha and Denver...	.....	3	30 40	.....	3 65
Breckenridge .....Minn.	.....	2	22 22	.....	2 70
do via Chicago.....	.....	2	22 22	.....	2 70
Breckenridge .....Mo.	.....	1	7 40	.....	85
Bremond .....Tex.	.....	2	21 75	.....	2 75
do via Kansas City	.....	2	*21 75	.....	2 75
Brenham .....Tex.	.....	2	23 65	.....	2 85
do via Denison	.....	2	23 65	.....	2 85
do via Kansas City	.....	2	*23 65	.....	2 85
§Bricelyn .....Minn.	.....	..	13 81	.....	....
§Bridge Junction .....Ark.	.....	1	8 35	.....	1 10
Bridgeport, via Nashville ..Ala.	.....	1	13 70	.....	2 05
do via Memphis	.....	1	14 50	.....	2 05
do via Louisville	.....	1	13 70	.....	2 05
Bridgeport, via Cairo	.....	1	13 70	.....	2 05
do via Corinth or Grand Junction	.....	1	13 70	.....	2 05
Bridgeport, via New York and Rail .....Conn.	Add $1.15 to N. Y. rate, all classes.				
do via Albany and State Line	.....	§	24 65	21 15	2 95
Bridgeport .....Kan.	.....	1	13 15	.....	1 60

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bridgeport, via Alliance....Neb.	.....	2	23 24	.....	2 80
do via Brush or Sterling....	.....	2	23 24	.....	2 80
Bridgeport .....Ohio	.....	2	14 25	13 00	1 75
Bridgeport, via Ft. Worth, Tex.	.....	2	19 40	.....	2 35
do via Chickasha	.....	2	19 40	.....	2 35
Brighton .....Ill.	.....	1	1 15	.....	15
§Brighton .....Iowa	.....	1	7 71	.....	95
Brinkley .....Ark.	.....	1	9 52	.....	1 15
§ do via Mem. and C. R. I. & P. (See Rule 30)	.....	§	9 52	.....	1 15
Bristol, via Louisv. and Jellico or Harriman .....Tenn.	.....	2	19 12	.....	3 00
do via Chattanooga	.....	2	19 12	.....	3 00
do via Cinti. or Louisv. and Big Stone Gap	.....	2	19 12	.....	3 00
do via Cinti. and Jellico or Harriman	.....	2	19 12	.....	3 00
do via Louisv., Nashv. and Chattanooga	.....	2	19 12	.....	3 00
do via Nashv. and Chatta. ..	.....	2	19 12	.....	3 00
do via Memphis and Chattanooga	.....	2	19 12	.....	3 00
Britt .....Iowa	.....	2	13 20	.....	1 60
§Broadway (See Rule 11)...Va.	.....	2	20 25	17 00	2 45
Brockton .....N. Y.	.....	1	17 75	16 00	2 15
do via Indpls. and Pitts.....	.....	1	17 75	16 00	2 15
Brockville .....Ont.	.....	2	24 00	21 00	2 90
do via Buffalo	.....	2	24 00	21 00	2 90
Broken Bow .....Neb.	.....	1	18 09	.....	2 20
Bronson .....Fla.	.....	2	28 05	.....	4 20
§Brookhaven .....Miss.	.....	1	17 15	.....	2 10
Brooksville .....Fla.	.....	2	30 15	.....	4 50
Brookfield .....Mo.	.....	1	6 20	.....	75
Brookland .....Ark.	.....	1	7 02	.....	85
Brooklyn .....Ark.	.....	1	6 95	.....	85
Brooklyn, via Pitt. and P. R. R.....N. Y.	.....	§	23 50	20 00	2 85
do via Cinti. or Louisv., C. & O. and Wash.	.....	§	*22 00	*19 25	2 85
do via B. & O. (See Rules 11 and 29)	.....	§	*22 00	*19 25	....
do via Buffalo and Lehigh Valley	.....	§	22 00	19 25	2 85
Brookport .....Ill.	.....	1	5 06	.....	65
Brookfield .....Kan.	.....	1	13 50	.....	1 65
Brownington, via Clinton..Kas.	.....	1	7 15	.....	85
do via Kansas City	.....	1	10 45	.....	1 25
do via Springfield	.....	1	8 02	.....	1 00

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Browning, via Laclede ....Mo.	.....	1	6 85	.....	85
Browns . .. . Ill.	.....	1	4 06	.....	50
do via Olney	.....	1	4 06	.....	50
Browns, via Mt. Pulaski	.....	1	5 25	.....	65
Brownstown, via B. & O. S.-W. .....Ind.	.....	1	7 39	.....	90
Browns Valley .....Minn.	.....	3	22 10	.....	2 65
do via Chicago	.....	3	22 10	.....	2 65
Brownsville (Sweet Springs) .....Mo.	.....	1	6 35	.....	75
Brownsville .....Tenn.	.....	1	8 30	.....	1 00
Brownsville .....Minn.	.....	..	.....	.....	....
do via Boat	13 25	..	.....	7 00	....
do via Boat	3rd Class or Deck			5 00	....
Brownsville, via K. C. or Atchison .....Kan.	.....	1	10 98	.....	1 30
Brownwood . .....Tex.	.....	3	23 65	.....	2 85
do via Frisco System	.....	3	23 65	.....	2 85
do via Kansas City	.....	3	*23 65	.....	2 85
Brunswick, via Chattanooga .....Ga.	.....	2	23 35	.....	3 50
do via Montgomery and Albany	.....	2	23 35	.....	3 50
do via Cincinnati	.....	2	23 35	.....	3 50
do via Louisville and Burg..	.....	2	23 35	.....	3 50
do via Louisv., Nash. & Atlanta	.....	2	23 35	.....	3 50
do via Louisville and Montgomery	.....	2	23 35	.....	3 50
do via Mem. & Grand Jct. ...	.....	2	23 35	.....	3 50
do via Columbus, Miss.....	.....	2	23 35	.....	3 50
do via Cor. or Grand Jc.	.....	2	23 35	.....	3 50
do via Tupelo or Holly Springs	.....	2	23 35	.....	3 50
Brunswick . . ..Mo.	.....	1	5 57	.....	70
Brush. . . ..Colo.	.....	2	23 00	.....	2 80
Bryan. . .....Tex.	.....	2	22 40	.....	2 70
do via Denison	.....	2	22 40	.....	2 70
Buchanan, via Cin. or Louis and C. & C. .....Va.	.....	§	20 55	18 00	2 50
do via Cin. Chilli. or Colum. and N. & W.	.....	2	20 55	18 00	2 50
Buckatunna, via M. & O...Miss.	.....	1	16 85	.....	2 05
Buckbannon, via Parkersburg. . .....W. Va.	.....	1	17 90	16 15	2 15
§Bucklin. . . ..Kans.	.....	1	16 75	.....	2 05
§ do via Medora	.....	1	16 75	.....	2 05
Bucklin. . . ..Mo.	.....	1	5 85	.....	70
Bucyrus. . .....Ohio.	.....	1	11 55	.....	1 45

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Bucyrus, via Ft. Wayne	.....	1	11 55	.....	1 45
Buda. Ill.	.....	1	6 37	.....	80
Buena Vista, via Den. Colo. Springs or Pueblo. Colo.	.....	3	30 50	.....	3 70
Buffalo. N. Dak.	.....	3	24 40	.....	3 00
do via Chicago	.....	3	24 40	.....	3 00
do via Boat and St. Paul	24 75	..	.....	19 25	....
Buffalo. N. Y.	.....	§	18 25	16 00	2 20
do via Cinti. and Cleveland.	.....	§	18 25	16 00	2 20
do via Columbus and Cleveland.	.....	§	18 25	16 00	2 20
do via Cincinnati and Jamestown	.....	§	*18 25	16 00	2 20
do Ind. Columbus and Akron.	.....	§	18 25	16 00	2 20
Buffalo, via Chicago.	.....	§	18 25	16 00	2 20
Buffalo. Ark.	.....	1	11 21	.....	1 10
Buffalo Gap. S. Dak.	.....	3	26 90	.....	3 25
Buford. N. Dak.	.....	3	34 60	29 50	4 15
do via Chicago	.....	3	34 60	29 50	4 15
Buford. S. C.	.....	2	24 00	.....	3 60
Burch. S. Dak.	.....	3	24 24	.....	2 90
do via Chicago	.....	3	24 24	.....	2 90
Bureau. Ill.	.....	1	6 30	.....	95
Burden. Kan.	.....	1	12 90	.....	1 55
do via Kansas City	.....	1	12 90	.....	1 55
do via Cherryville.	.....	1	12 90	.....	1 55
Burgin, via Cincinnati. Ky.	.....	§	10 40	.....	1 25
do via Louisville.	.....	1	10 40	.....	1 25
Burkeville. Va.	.....	2	22 00	18 00	2 65
Burlingame. Ia.	.....	1	10 05	.....	1 20
Burlington. Iowa.	.....	1	6 30	.....	75
do via Boat	6 25	1	.....	3 75	....
do via Boat	3rd class		or deck	2 50	....
Burlington (not via N. Y. City) Vt.	.....	3	24 50	21 00	2 95
Burlington. Kans.	.....	1	10 50	.....	1 30
do via Council Grove.	.....	1	11 20	.....	1 30
do via Parsons	.....	1	10 50	.....	1 30
§Burlington, via Chicago Wis.	.....	1	10 00	.....	1 20
Burlington Junction Mo.	.....	1	9 89	.....	1 20
do via St. Joseph.	.....	1	9 89	.....	1 20
Burlington Junction via Burlington Mo.	.....	1	12 33	.....	1 25
Burnett. Wis.	.....	1	11 80	.....	1 45
do via Chicago	.....	1	11 80	.....	1 45
Burnside, via Memphis. La.	.....	1	18 00	.....	2 20

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Burr Oak . . . . . Kans.	.....	2	14 50	.....	1 75
Burr Oak . . . . . Mich.	.....	2	10 35	.....	1 25
Burrton. . . . . Kans.	.....	1	13 60	.....	1 65
Burwell. . . . . Neb.	.....	2	17 92	.....	2 15
Bushnell. . . . . Ill.	.....	1	4 82	.....	60
Bustamante (Neuvo Leon), via Laredo. . . . . Mex.	.....	5	34 40	33 40	....
§Butler, via Big Four, Youngstown and Pittsburg . Pa.	.....	1	16 00	14 25	1 95
§ do via B. & M., B. & O. and Pittsburg.	.....	1	16 00	14 25	1 95
§ do via Indianapolis and Pittsburg	.....	1	17 00	14 75	1 95
Butler. . . . . Mo.	.....	1	8 35	.....	1 00
Butler. . . . . Ind.	.....	1	10 73	.....	1 30
Butte, via Ogden or Granger or Billings or St. Paul (See Rule 15) . . . . . Mont.	.....	4	40 00	35 00	4 80
do via Denver & Billings (See Rules 15 and 17) ..	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul.	.....	4	48 50	43 50	5 85
Cabin Creek, (P. O. Lamar). Ark.	.....	2	13 24	.....	1 60
Cabool, via Springfield. . . . Mo.	.....	2	9 40	.....	1 15
§ do via Cape Girardeau	.....	2	10 46	.....	1 30
Cache. . . . . Ill.	.....	1	4 52	.....	55
§Cadillac. . . . . Mich.	.....	1	14 22	.....	1 75
§ do via St. Joseph.	.....	1	14 22	.....	1 75
Caddo. . . . . I. T.	.....	1	16 45	.....	2 00
Cadiz . . . . . O.	.....	1	14 25	.....	1 75
Cadiz Junction . . . . . O.	.....	1	14 25	.....	1 70
Caibarien, via Havana and rail Cuba	$10.55 more than rates to Havana, via route of ticket.				
Cairo. . . . . Ill.	.....	1	4 65	.....	60
§ do via Iron Mountain	.....	1	5 57	.....	75
Calabasas, via El Paso. . . . Ariz.	.....	5	51 10	.....	6 15
§ do via Kansas City or Burrton and A., T. & S. F.	.....	5	51 10	.....	6 15
Caldwell, via Ogden or Granger (See Rule 15) . . . . . Idaho.	58 05	4	50 00	42 50	6 00
Caldwell. . . . . Kans.	.....	1	14 25	.....	1 75
do via Frisco System & Ark. City or Wichita.	.....	1	14 25	.....	1 75
Caldwell. . . . . Tex.	.....	2	22 85	.....	2 75
do via Ft. Worth or Paris	.....	2	22 85	.....	2 75
do via Kansas City	.....	2	*22 85	.....	2 75
Caldwell. . . . . Ohio.	.....	1	13 75	.....	1 65
Calef. . . . . Tex.	.....	2	19 40	.....	2 35

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Cabf via Kansas City and Purcell. . .	.....	2	*19 40	.....	2 35
Cabra, via Cairo and Evansville. . .....Ala.	.....	2	16 05	.....	2 40
d via Grand Junction.	.....	2	16 05	.....	2 40
d via Columbus. . . . . Miss.	.....	2	16 05	.....	2 40
d via Memphis and Decatur.	.....	2	16 05	.....	2 40
d via Tupelo or Holly Springs.	.....	2	16 05	.....	2 40
d via Louisville.	.....	2	20 75	.....	2 40
Calgary. . . ..Alberta.	.....	5	54 70	.....	6 60
Calac. . .....Mo.	.....	1	5 33	.....	65
Calhoun . .....Mo.	.....	1	6 50	.....	89
Calistoga, via Suisun or Vallejo Junction . . . . . Cal.	68 95	6	58 95	48 95	8 30
§Calistoga via New Orleans.....	D68 95	6	E58 95	F48 95	8 30
§Camar. . .....Iowa.	.....	1	11 85	.....	1 45
§ d via McGregor or Pra du Chien.	.....	1	11 85	.....	1 45
§ d via Chicago.	.....	1	11 85	.....	1 45
Calvert. . .....Tex.	.....	2	21 75	.....	2 65
d via Denison or Sherman.	.....	2	21 75	.....	2 65
Calvin, via So. McAlester or Wister . .....I. T.	.....	1	15 45	.....	1 85
Camas, via Ogden or Granger (See Rule 15) ....Idaho.	.....	4	40 00	35 00	4 80
Cambria, (See Rule 15)....Wyo.	.....	..	29 05	.....	3 50
Cambridge. . .....Ohio.	.....	1	13 50	.....	1 65
d via Midland City and B. & O.	.....	1	13 50	.....	1 65
Cambridge City. . .....Ind.	.....	1	8 95	.....	1 10
d via Indianapolis and New Castle.	.....	1	8 95	.....	1 10
d via Bloomington.	.....	1	8 95	.....	1 10
D For basing purposes; selling rate from or through St. Louis not to be less than $70.60.					
E For basing purposes; selling rate from or through St. Louis not to be less than $60.60.					
F For basing purposes; selling rate from or through St. Louis not to be less than $50.60.					
Cambridge Springs. . .....Pa.	.....	2	17 75	.....	2 15
Camden. . .....Ark.	.....	2	13 68	.....	1 65
Camden. . .....Ind.	.....	1	8 10	.....	1 00
Camden . . ..S. C.	.....	2	24 20	.....	3 65
§Camden-on-Gauley, via Parkersburg or Wheeling. (See Rule 11). .....W. V.	.....	1	19 80	18 55	2 40
Cameron. . .....Tex.	.....	2	22 35	.....	2 70
d via Kansas City	.....	2	*22 35	.....	2 70

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Cameron. . .....Mo.	.....	1	7 45	.....	90
Campbell. . .....Minn.	.....	2	21 79	.....	2 65
do via Chicago.	.....	2	21 79	.....	2 65
§Campbell . .....Mo.	.....	1	6 17	.....	80
Campbellsville. .....Ky.	.....	1	10 58	.....	1 60
do via Evansville and Guthrie	.....	1	10 58	.....	1 60
Campti, via Shreveport. .....La.	.....	..	18 00	.....	2 20
Canadian. . .....Tex.	.....	2	19 55	.....	2 35
do via Kansas City	.....	2	19 55	.....	2 35
do via Frisco Sys. and Winfield or Witchita	.....	2	19 55	.....	2 35
Canandaigua, via Buffalo or Susp. Bridge. . ....N. Y.	.....	§	20 14	17 89	2 45
Canal Dover. . .....Ohio.	.....	1	13 85	.....	1 70
Caneyville, via Ill. Cent. and Cairo or Paducah. . ..Ky.	.....	1	8 40	.. ..	1 05
Cannelton, via Evansville..Ind.	.....	1	6 67	.....	80
do via Huntingburg	.....	1	6 63	.....	80
Cannon Falls. . .....Minn.	.....	..	15 25	.....	....
§ do via Chicago.	.....	..	15 25	.....	....
Canton. . .....S. Dak.	.....	2	16 27	.....	1 95
do via Ottawa and Mason City.	.....	2	16 27	.....	1 95
do via McGregor.	.....	2	16 27	.....	1 95
Canton. . .....Mo.	.....	1	4 45	.....	55
do via Boat.	4 50	..	.....	2 75	....
do via Boat.	3rd class or deck			1 75	....
Canton. . . ..Ill.	.....	1	5 14	.....	60
Canton. . .....Ohio.	.....	1	14 20	13 00	1 70
do via Ft. Wayne	.....	1	14 20	13 00	1 70
do via Cincinnati (not via Penn. Lines.	.....	§	14 20	13 00	1 70
do via Chicago.	.....	1	14 20	13 00	1 70
do via Columbus & Orrville.	.....	1	14 20	13 00	1 70
do via Columbus and Coshocton.	.....	1	14 20	13 00	1 70
Canton. . . ..Miss.	.....	1	15 05	.....	1 85
Canyon City. . .....Colo.	.....	3	26 50	.....	1 20
do via Denver or Omaha. ...	.....	3	26 50	.....	3 20
do via Kansas City and Council Bluff.	.....	3	26 50	.....	3 20
Canyon City via Amarillo..Tex.	.....	3	23 15	.....	2 80
§Cape Girardeau. .....Mo.	.....	1	3 95	.....	55
do via West Bank or Delta.	.....	1	4 50	.....	50
Cape May via Philadelphia (See Rules 11 & 29) N. J.	.....	Add $1.75 to Philadelphia.			
Cape Vincent. . .....N. Y.	.....	§	24 00	19 30	2 90
Captain . . ..N. M.	.....	3	34 95	.....	4 20
§Carbon, via Freeport. ....Iowa.	.....	2	12 18	.....	1 50

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Carbondale, via Ill. Cent.....Ill.	.....	1	2 96	.....	35
Carbondale . . ..Kans.	.....	1	10 00	.....	1 20
Cardenas, via Mobile and steamer, Cuba.	.....	10	a56 85	40 85	....
§Cardwell, via Paragould. ...Mo.	.....	1	6 94	.....	90
Carey, via Indianapolis and Bellefont. . .....O.	.....	1	11 20	.....	1 35
do via Indianapolis and Urbana.	.....	1	11 20	.....	1 35
do via Indianapolis and Springfield.	.....	§	11 20	.....	1 35
do via Cincinnati.	.....	§	11 20	.....	1 35
Careyville, via Jelico .....Tenn.	.....	1	14 85	.....	2 25
Carlisle, via Brinkley or Memphis, ...Ark.	....	1	10 46	.....	1 30
Carlisle, via Pittsburg and Harrisburg. . .....Pa.	.....	§	20 00	17 00	2 00
§ do via Pittsburg or Wheeling and Cherry Run or Martinsburg, (See Rule 11).	.....	§	20 00	17 00	2 40
do via Cincinnati or Cherry Run or Martinsburg.	.....	§	20 00	17 00	2 40
do via Chicago.	.....	§	20 00	17 00	2 40
Carlisle via Cincinnati. . ....Ky.	.....	1	10 90	.....	1 30
do via Louisville	.....	1	10 90	.....	1 30
Carlinville . . ..Ill.	.....	1	1 80	.....	25
Carlsbad, via Pecos or Amarillo. . .....N. M.	.....	3	31 40	.....	3 80
do via Oklahoma City or Amarillo.	.....	3	31 40	.....	3 80
Carmen. . .....O. T.	.....	..	15 70	.....	....
do via Monette and Tulsa or Beaumont.	.....	..	15 70	.....	....
Carmen. . .....Ill.	.....	1	3 95	.....	50
do via Eldorado.	.....	1	3 95	.....	50
§Carnarvon.....	See Ulmer.				
Carpenteria. . .....Cal.	67 50	6	57 50	47 50	8 10
do via Ogden and Lathrop ..	.....	6	57 50	47 50	8 10
do via Barstow and Los Angeles.	67 50	6	57 50	.....	8 10
do Denver, Colo. Springs or Pueblo and Albuq.	.....	6	57 50	47 50	8 10
§ do via New Orleans.	A67 50	6	B57 50	C47 50	8 10
Carrington. . .....N. Dak.	.....	3	26 90	26 00	3 25
do via Chicago.	.....	3	26 90	26 00	3 25
Carrizozo. . .....N. M.	.....	3	33 95	.....	4 10

§Continuous passage only.
a Includes meals and stateroom accommodation on steamer.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Carrizozo, via Oklahoma City and Amarillo	.....	3	33 95	.....	4 10
§Carroll, Iowa	.....	1	12 00	.....	1 45
Carrollton, Mo.	.....	1	6 28	.....	75
do via Laclede	.....	1	6 30	.....	75
Carson, Nev.	69 50	5	59 50	49 50	8 35
Carson, via Burlington, Iowa	.....	1	11 74	.....	1 45
Carterville, Ga.	.....	2	17 20	.....	2 60
Centerville, Ill.	.....	1	3 24	.....	40
Carthage, via Quincy, Ill.	.....	1	5 26	.....	65
§Carthage, Mo.	.....	1	9 25	.....	1 15
§ do via Kansas City	.....	1	*9 25	.....	1 15
§Carruthersville, Mo.	.....	1	6 63	.....	80
do via Campbell	.....	..	7 00	.....	85
Carver, Minn.	.....	1	16 00	.....	1 95
do via Chicago	.....	1	16 00	.....	1 95
Casa Grande, via El Paso, Ark.	.....	4	52 05	47 50	6 25
do via A., T. & S. F.	.....	4	52 02	47 50	6 25
do via New Orleans	.....	4	52 02	47 50	6 25
Casey, Ill.	.....	1	4 17	.....	50
Casper, Wyo.	.....	3	31 40	.....	3 80
Casselton, N. Dak.	.....	2	23 87	.....	2 85
do via Chicago	.....	2	23 87	.....	2 85
Cassopolis, Mich.	.....	1	9 53	.....	1 15
Cassville, Wis.	.....	1	10 70	.....	1 30
do via Boat	11 00	..	.....	5 75	....
do via Boat	3rd class or deck			4 25	....
§Castano, via Eagle Pass, Mex.	.....	6	36 15	34 60	....
§ do via Kansas City	.....	6	36 15	34 60	....
Catawba via Louisville and Jellico or Harriman, N. C.	.....	2	22 95	19 95	3 55
do via Cincinnati, and Jellico or Harriman	.....	2	22 95	19 95	3 55
do via Chattanooga	.....	2	22 95	19 95	3 55
do via Corinth or Gd. Jct and Chattanooga	.....	2	22 95	19 95	3 55
Catawissa via Pitts. and Lockhaven or Lewiston Jc. and Harrisburg, Pa.	.....	§	20 60	17 60	2 50
do via Buffalo	.....	§	21 00	18 50	2 50

* Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

A For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

§ Continuous passage only. *Basing rate only.

2927

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Catlettsburg, via Cinti.....Ky.	.....	1	12 55	.....	1 55
do via Louisville	.....	1	12 55	.....	1 55
Cave City, via Evansville..Ky.	.....	1	10 00	.....	1 50
Cawker .. ..Kas.	.....	1	14 60	.....	1 75
Cecil .. ..Ohio	.....	1	10 92	.....	1 35
Cedar Falls .....Iowa	.....	1	11 00	.....	1 35
§ do via Freeport	.....	1	11 00	.....	1 35
do via Peoria	.....	1	11 00	.....	1 35
do via Bloomington	.....	1	11 00	.....	1 35
§ do via Chicago	.....	1	12 95	.....	1 35
Cedar Key .....Fla.	.....	2	29 02	.....	4 35
Cedar Rapids .....Iowa	.....	1	9 22	.....	1 15
do via Rock Island	.....	1	9 22	.....	1 15
do via Peoria	.....	1	9 22	.....	1 15
do via Bloomington	.....	1	9 22	.....	1 15
do via Pana	.....	1	9 22	.....	1 15
do via Boat and Burlington.	9 25	..	.....	6 70	....
Cedarville .. ..Kas.	.....	1	12 55	.....	1 55
do via Cherryvale	.....	1	12 55	.....	1 55
do via Kansas City	.....	1	12 55	.....	1 55
Ceiba, via N. O. & U. F. Co. S. S. (See Rule 32). Sp. Hon.	.....	..	48 50	.....	....
Celaya, via Laredo .....Mex.	.....	7	48 90	43 10	....
do via Kansas City and Laredo or Eagle Pass and Monterey	.....	7	48 90	43 10	....
do via Kan. City, Eagle Pass and Torreon or El Paso..	.....	7	54 25	46 80	....
do via Eagle Pass and Torreon or El Paso	.....	7	54 25	46 80	....
do via New Orleans and Laredo	.....	7	48 90	46 80	....
do via N. O. and Eagle Pass and Monterey	.....	7	48 90	46 80	....
do via N. O. and Eagle Pass and Torreon or El Paso.	.....	7	54 25	46 80	....
do via Burrton and La Junta	.....	7	54 25	46 80	....
do and return, via Laredo..	.....	9 mo	68 15	.....	....
do going and returning via Eagle Pass or El Paso...	.....	9 mo	76 15	.....	....
Celina .. ..Ohio	.....	1	9 85	.....	1 20
do via Cincinnati and Ansonia	.....	§	9 85	.....	1 20
do via Bloomington	.....	1	9 85	.....	1 20
§Centreville .. ..Tenn.	.....	1	10 70	.....	1 65
Centreville, via M. & O...Ala.	.....	2	16 75	.....	1 95
Centreville .. ..Iowa	.....	..	7 48	.....	90
§Central ... .W. Va.	.....	1	15 75	14 00	1 90
Central City .. ..Col.	.....	3	26 30	.....	3 20

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Central City, via Omaha and Denver	.....	3	26 30	.....	3 20
do via Kans. City and Council Bluffs	.....	3	26 30	.....	3 20
Central City, via Ill. Cent. and Cairo or Paducah ...Ky.	.....	1	7 82	.....	95
Central City .....Neb.	.....	1	15 45	.....	1 85
Centralia .. ..Ill.	.....	1	2 10	.....	25
do via Sandoval	.....	§	2 10	.....	25
do via Shattuc	.....	1	2 10	.....	25
do via Smithboro	.....	1	2 10	.....	25
do via Odin	.....	1	2 12	.....	25
do via Coulterville	.....	1	2 10	.....	25
do via Nashville, Ill.....	.....	1	2 10	.....	25
do via Vandalia	.....	1	2 24	.....	30
Centralia .. ..Kas.	.....	1	10 40	...	1 25
Centralia .. ..Mo.	.....	1	3 70	.....	45
do and return	.....	..	6 70	.....	....
Centralia .. ..Wis.	.....	1	14 88	.....	1 80
do via Chicago	.....	1	14 88	.....	1 80
Chadron .. ..Neb.	.....	3	24 80	.....	2 95
Chadwick . .....Mo.	.....	1	8 53	.....	1 05
Champaign .. ..Ill.	.....	..	4 93	.....	60
Chamberlain .. ..S. Dak.	.....	3	20 25	.....	2 45
Chambersburg, via Pittsburg and Harrisburg .....Pa.	.....	§	20 00	17 00	2 40
§ do via Parkersburg and Martinsburg (See Rule 11)...	.....	§	20 00	17 00	2 40
§ do via Pittsburg or Wheeling and Cherry Run	.....	..	20 00	17 00	2 40
Chandler .. ..Tex.	.....	2	19 00	.....	2 25
Chandler ... .O. T.	.....	1	14 86	.....	1 80
Chanute .. ..Kas.	.....	1	10 35	.....	1 25
do via Cherryvale	.....	..	10 65	.....	1 25
do via Parsons and Girard..	.....	1	10 35	.....	1 25
Chapin .. ..Ill.	.....	1	2 94	.....	35
§Charlton, via Burlington..Iowa	.....	1	8 90	.....	1 10
do via St. Joseph	.....	2	12 81	.....	1 10
§Charles City, via Freeport, Iowa	.....	2	12 22	.....	1 50
do via McGregor or Pra du Chien	.....	2	12 22	.....	1 50
do via Bloomington	.....	2	12 22	.....	1 50
§ do via Burlington	.....	2	12 22	.....	1 50
do via Mason City or Nora Jct.	.....	2	12 63	.....	1 50
Charleston .. ..Iowa	.....	1	5 55	.....	65
§Charleston ... .Ill.	.....	1	4 16	.....	50
Charleston, via Atlanta ....S. C.	.....	2	24 20	.....	3 65
do via Louisville & Jellico or Harriman	.....	2	24 20	.....	3 65

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Charleston, via Cinci. and Jellico or Harriman.	.....	2	24 20	.....	3 65
do via Savannah	.....	2	24 20	.....	3 65
do via Cor. and Gd. Jct. Chatt., and Atlanta	.....	2	24 20	.....	3 65
Charleston, via Tup. Hol. Spgs. or Col. Mis. and Atl. ...	.....	2	24 20	.....	3 65
do via Holly Spgs. or Tupelo and Birmington and Savannah	.....	2	24 20	.....	3 65
do via Memphis and Chattanooga	.....	2	24 20	.....	3 65
do via Cin. or Louisv. and Chattanooga..	.....	2	24 20	.....	3 65
do via Cin. or Louisv. C. & O. and Charlottsville or Lynchburg	.....	2	24 20	.....	3 65
do via Cincinnati, Chillicothe or Col. and N. & W. and Peters (b)	.....	2	25 35	.....	3 65
do via C. & O. and Richmond	.....	2	25 35	.....	3 65
do via Louisv. Norton and Lynchburg	.....	2	24 20	.....3 65	
do via Louisv. Nashv. & Atlanta	.....	2	24 20	.....	3 65
do via Montgomery	.....	2	24 20	.....	3 65
do via Washington	.....	2	36 10	.....	7 05
do via Indianapolis, Harrisb. and Washington	.....	2	36 10	.....	7 05
Charleston, via Nashv. and Chat. .. ..Tenn.	.....	2	15 75	.....	2 35
do via Cin. and Chatt.	.....	2	15 75	.....	2 35
do via Corinth and Chatt. ...	.....	2	15 75	.....	2 35
§ do via Gr. Junct. and Chatt..	.....	2	15 75	.....	2 35
do via Louisv. Burgin and Chatt.	.....	2	15 75	.....	2 35
do via Louisv. and Jellico...	.....	2	15 75	.....	2 35
do via Memphis and Chatta.	.....	1	15 75	.....	2 35
do via Louisv. Nash, and Chatta.	.....	2	15 75	.....	2 35
Charleston, via Cin, and C. & O. .. ..W. Va.	.....	1	14 35	13 15	1 75
do via Louisville	.....	1	14 35	13 15	1 75
do via Columbus, O.	.....	1	14 35	13 15	1 75
do via Cin. Chil. Dundas or Athens	.....	1	14 35	13 15	1 75
Charlestown ,via Parkersburg, Pittsburg or Wheeling. (See Rule 11) ....W. Va.	.....	§	20 00	17 00	2 40

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Charlevoix. . . . . Mich.	.....	2	16 54	.....	2 10
§ do via Anderson and Benton Harbor.	.....	2	16 54	.....	2 10
§ do via Indianapolis and Richmond.	.....	2	16 54	.....	2 10
§ do via Chicago and Manitou or No. S. S. Co. . . .	.....	2	16 54	.....	2 10
(Meals and berth extra).	.....	..	A13 50	.....	....
Charlotte, via Atlanta. . . . . N. C.	.....	2	22 95	19 95	3 45
do via Nashville and Chattanooga.	.....	2	22 95	19 95	3 45
do via Cornith and Chattanooga.	.....	2	22 95	19 95	3 45
do via Union City or Martin Nashville and Chatt.	.....	2	22 95	.....	3 45
do via Cin. and Jellico or Harriman.	.....	2	22 95	19 95	3 45
do via Louisv. and Jell. or Harriman.	.....	2	22 95	19 95	3 45
do via Cin. Chatt. and Atlanta.	.....	2	22 95	19 95	3 45
do via Cin. Chil. or Colo. and N. & W.	.....	2	22 95	.....	3 45
do via Louisv. and Norton .	.....	2	22 95	19 95	2 45
do via Cin. C. & O. and Lynchburg.	.....	2	22 95	19 95	3 45
do via Memphis or Grand Junction.	.....	2	22 95	19 95	3 45
do via Washington.	.....	3	32 00	28 75	4 25
Charlotte. . . . . Mich.	....	1	11 17	.....	1 35
Charlottesville, via Cin. & C. & O. Ry. . . . . Va.	.....	§	20 25	17 00	2 45
do via Louisville and C. & O.	.....	§	20 25	17 00	2 45
do via Washington.	.....	2	23 65	20 40	2 85
Chase City, via Louis. or Cin. Burgin, Harriman and Paint Rock . . . . . Va.	.....	2	23 10	.....	3 50
Chase City, via Cin. Chilli. or Col. N. & W. and Lynchburg.	.....	2	23 10	.....	3 50
do via Cincinnati, Jellico and Lynchburg.	.....	2	23 10	.....	3 50
do via Louis. or Cin. C. & O. & Lynchburg.	.....	2	23 10	.....	3 50
Chaska. . . . . Minn.	.....	1	16 00	.....	1 95
do via Chicago.	.....	1	16 00	.....	1 95
§Chatham. . . . . Ont.	.....	2	14 50	.....	1 95
§ do via Chicago.	.....	2	14 50	.....	1 95

§Continuous passage only.

A Via Manitou Steamships, June 15th to Sept. 10th; via Northern Steamship Co., June 30th to Sept. 15th.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Chatsworth, via Ill. Cent.....Ill.	.....	1	5 46	.....	65
do via Genoa or Forrest....	.....	1	5 46	.....	65
Chattanooga, via Nashville,..Ia.	.....	1	14 50	.....	2 20
do via Cincinnati.	.....	§	14 50	.....	2 20
do via Memphis	.....	1	14 50	.....	2 20
§ do via Cornith or Grand Junction	.....	1	14 50	.....	2 20
do via Louisville and Nashville.	.....	1	14 50	.....	2 20
do via Louisville and Burgin	.....	1	14 50	.....	2 20
§ do via Union City	.....	1	14 50	.....	2 20
do via Marion	.....	1	14 50	.....	2 20
§Chautauqua. . .....Ill.	.....	1	1 20	.....	25
§Chautauqua. . .....Kans.	.....	1	11 95	.....	1 45
Chebanse. . .....Ill.	.....	1	6 25	.....	75
Chehalis, via Billings, Ogden or Granger or St. P. (See Rule 15). . .....Wash.	79 00	6	57 50	47 50	6 90
do via Ogden and Sacramen to. (See Rule 23)	.....	6	57 50	47 50	8 10
do via Chicago and St. Paul	.....	6	66 00	56 00	9 50
do via Albuquerque and Bakersfield.	.....	6	57 50	47 50	8 10
Cheney, via Billings or St. Paul. . .....Wash.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	5	59 00	51 20	7 10
Cheney. . .....Kans.	.....	1	13 85	.....	1 70
do via Frisco System and Wichita.	.....	1	13 85	.....	1 70
Cheneyville, via McGee and Alexandria or Shreveport. . .....La.	.....	2	18 00	.....	2 20
§ do via New Orleans.	.....	2	20 40	.....	2 20
Chenoa. . .....Ill.	.....	1	4 95	.....	60
§ do via El Paso.	.....	1	4 95	.....	60
Cheraw. . .....S. C.	.....	2	24 65	.....	3 70
§Cherokee, via Freeport.....Ia.	.....	1	14 16	.....	1 70
Cherokee. . .....Kans.	.....	1	9 60	.....	1 15
do via Kansas City.	.....	1	*9 60	.....	1 15
Cherryvale. . .....Kans.	.....	1	10 65	.....	1 30
do via Kansas City	.....	1	10 65	.....	1 30
Chester. . .....Ill.	.....	1	2 21	.....	30
do via Percy or Sparta, Coulterville or Pinckneyville.	.....	1	2 21	.....	30
do and Return.	.....	30	4 00	.....	....
do via Boat.	.....	1	2 50	.....	....
Chester. . .....Neb.	.....	2	13 55	.....	1 65
Chester, via Atlanta. .....S. C.	.....	2	22 95	19 95	3 45

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Chester, via Cinci. and Jellico or Harriman.	.....	2	22 85	19 95	3 45
do via Louisv. & Jellico or Harriman.	.....	2	22 95	19 95	3 45
Chetopa. Kans.	.....	1	10 20	.....	1 25
do via Kansas City	.....	1	*10 20	.....	1 25
Cheyenne. (See Rule 15)...Wyo.	26 65	2	24 50	.....	2 95
Cheyenne via Denver. (See Rule 15).	29 20	2	24 50	.....	2 95
Chicago. Ill.	.....	1	7 50	.....	90
§Chicago Heights. Ill.	.....	..	7 29	.....	90
Chickasha. I. T.	.....	1	17 55	.....	2 15
§Chickasha, via Paragould..Ark.	.....	..	7 94	.....	1 05
Chicoutimi, via Quebec . ...Que.	.....	4	33 50	27 05	4 10
Chihauhau, via El Paso....Mex.	.....	7	43 95	42 25	....
do via Kansas City and El Paso.	.....	7	43 95	42 25	....
do via Burrton.	.....	7	43 95	42 25	....
do via New Orleans and El Paso.	.....	7	43 95	42 25	....
Childersburg, via Ev. and Birm. Ala.	.....	2	16 35	.....	2 45
do via Cor. Dec. and Birm...	.....	2	16 35	.....	2 45
do via Tup. Holly Springs or Columbus. ....Miss.	.....	2	16 35	.....	2 45
do via Ev. and Calera.	.....	2	16 35	.....	2 45
Childress, via Ft. Worth or Henrietta. Tex.	.....	2	22 15	.....	2 65
do via Frisco Sys. Beaumont and Quanah.	.....	2	22 15	.....	2 65
do via Frisco Sys. Okla. and Quanah.	.....	2	22 15	.....	2 65
do via Wichita or Winfield and Panhandle.	.....	2	22 15	.....	2 65
do via Kansas City and Panhandle.	.....	3	*22 15	.....	2 65
Chillicothe, via Cincinnati..O.	.....	1	11 50	.....	1 40
do via Indianapolis and Columbus.	.....	1	11 50	.....	1 40
do via Bloomington.	.....	1	11 50	.....	1 40
Chillicothe. Mo.	.....	1	6 72	.....	85
do via Hannibal.	.....	1	6 72	.....	85
Chillicothe, via Burlington. Iowa.	.....	1	7 53	.....	80
Chinook. Mont.	.....	4	40 00	35 00	4 80
Chinook, via Chicago and St. Paul.	.....	4	42 60	37 00	5 15
Chipley. Fla.	.....	2	21 50	.....	2 35

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Chippewa Falls. . .....Wis.	.....	1	16 00	.....	1 95
do via Chicago.	.....	1	16 00	.....	1 95
§Chivington. . .....Col.	.....	2	21 60	.....	2 65
Chrisman. . .....Ill.	.....	1	5 31	.....	65
Christiansburg. . .....Va.	.....	2	20 05	18 00	2 40
do via Chattanooga.	.....	2	20 05	18 00	2 40
do Corinth or Gd. Jct. and Chatanooga. . .....,	.....	2	20 05	18 00	2 40
do via Cintl. and Harriman..	.....	2	20 05	18 00	2 40
do via Cin., Chilli. or Col., and N. & W.	.....	2	20 05	18 00	2 40
do via Big Stone Gap. or Jell. and Bris.	.....	2	20 05	18 00	2 40
do via Cin. and Norton.	.....	2	20 05	18 00	2 40
do via Louisville and Norton	.....	2	20 05	18 00	2 40
do via Louisv. Burgin and Harriman.	.....	2	20 05	18 00	2 40
§ do via Union City & Martin	.....	2	20 05	18 00	2 40
Chauchula, via M. & O. . ..Ala.	.....	1	16 85	.....	2 05
Church's Ferry. . .....S. Dak.	.....	2	28 52	26 00	3 45
do via Chicago & Bloomington.	.....	3	28 52	26 00	3 45
Cienfuegos, via Mobile and Steamer. . .....Cuba.	.....	10	C66 85	50 85	....
do via Havana and rail.... ...	B$9.11 more than Havana, via route of ticket.				
Cimarron, via Pueblo or Denver. . .....Col.	.....	3	35 85	35 00	4 30
Cincinnati. . .....O.	.....	§	9 00	.....	1 10
do via Indianapolis.	.....	§	9 00	.....	1 10
§ do via Decatur.	.....	1	9 00	.....	1 10
Cincinnati, via Louisv. (Basing only)	.....	1	11 50	.....	1 10
do via Indianapolis and Louisville	.....	1	14 50	.....	1 10
Cincinnati, via Donnellson, Iowa	.....	1	7 60	.....	....
§Cinnabar, via St. P. & B. & M. and Billings .....Mont.	.....	4	38 85	35 05	4 70
do via Chicago and St. Paul..	.....	4	47 35	43 55	5 70
Circleville .....O.	.....	1	11 20	.....	1 35
do via Chillicothe	.....	..	11 50	.....	1 35
Cisco .....Tex.	.....	2	22 85	.....	2 75
do via Ft. Worth, Denison or Waco	.....	2	22 85	.....	2 75
do via Dublin	.....	2	22 85	.....	2 75
do via Kansas City	.....	2	*22 85	.....	2 75

§Continuous passage only.
*Basing rate only.
B Tickets should be in the form of exchange orders on steamer lines from N. O., Mobile, Pt. Tampa, or Miami, according to route.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Cissna Park ..... Ill.	.....	..	6 42	.....	80
Citra ..... Fla.	.....	2	27 75	.....	4 15
Citronelle, via M. & O..... Ala.	.....	1	16 85	.....	2 05
City Point ..... Fla.	.....	2	30 30	.....	4 55
Claremont ..... S. Dak.	.....	3	22 10	.....	2 65
do via Chicago	.....	3	22 10	.....	2 65
Claremont, via Louisv. or Cincin., Burgin, Harriman and Paint Rock ..... Va.	.....	2	23 15	.....	3 50
do via Cinti., Jellico and Lynchburg	.....	2	23 15	.....	3 50
do via Louisv. or Cincin., C. & O. and Lynchburg	.....	2	23 15	.....	3 50
Claremore ..... I. T.	.....	1	12 00	.....	1 45
do via Mo. Pac. and Coffeyville	.....	2	12 00	.....	1 45
do via Little Rock	.....	1	18 50	.....	1 45
do via Kansas City	.....	1	*12 00	.....	1 45
Clarence, via Hannibal ..... Mo.	.....	1	4 80	.....	....
Clarendon ..... Ark.	.....	1	9 97	.....	1 20
Clarendon, Ft. Worth or Henrietta ..... Tex.	.....	2	22 15	.....	2 65
do via Wichita or Winfield and Panhandle	.....	2	22 15	.....	2 65
do via Frisco Sys., Beaumont and Quanah	.....	2	22 15	.....	2 65
do via Frisco Sys., Okla. City and Quanah	.....	2	22 15	1	2 65
do via Kans and Panhandle....	...	2	*22 15	.....	2 65
Clarinda, via St. Joseph.... Iowa	.....	1	10 52	.....	1 30
do via Burlington and Villisca	.....	1	11 71	.....	1 30
§Clarion . . .. Iowa.	.....	2	12 18	.....	1 50
§Clarketon, via Cape Girardeau ..... Ark.	.....	1	8 51	.....	1 05
Clarksburg, via Parkersburg ..... W. Va.	.....	1	16 60	14 95	2 00
§Clarksvale . . .. Miss.	.....	1	11 50	.....	1 40
Clarkfield ..... Minn.	.....	3	20 39	.....	2 45
do via Chicago	.....	3	20 39	.....	2 45
Clarksville, via Little Rock, Ark.	.....	2	13 40	.....	1 65
Clarksville ..... Iowa	.....	1	11 65	.....	1 40
do via Peoria or Bloomington	.....	2	11 65	.....	1 40
Clarksville ....Mo.	.....	1	2 25	.....	25
do via Boat	2 25	..	.....	1 50	....
do via Boat	3rd class or deck			1 00	....
Clarksville ..... Tex.	.....	1	16 65	1	2 00

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Clarksville, via Bells or Paris..	.....	1	17 90	1	2 15
Clarksville, via L. & N. R. R. .....Tenn.	.....	1	8 69	.....	1 30
§ do via Hopkinsville & Tenn. Cent.	.....	1	8 55	.....	1 05
do via Humboldt	.....	1	11 10	.....	1 30
do via Louisville	.....	1	13 30	.....	2 00
Clay Center .....Kans.	.....	1	12 10	.....	1 45
Claypool .....Ind.	.....	1	9 30	.....	1 15
Claysville .....Mo.	.....	1	3 95	.....	60
Clayton .....N. Y.	.....	§	24 00	21 00	2 90
§Clayton .....Iowa	.....	1	11 50	.....	1 40
do via Boat	12 00	..	.....	6 25	....
do via Boat	3rd class or deck			4 50	....
§Clear Lake .....Iowa	.....	1	12 80	.....	1 55
§ do via McGregor or Pra. du Chien	.....	2	12 80	.....	1 55
Clear Water .....Kans.	.....	1	13 40	.....	1 65
Clear Water .....Fla.	.....	2	31 55	.....	4 75
Cleburne .....Texas	.....	2	20 25	.....	2 45
do via Ft. Worth or Paris...	.....	3	20 25	.....	2 45
do via McGregor	.....	2	22 45	.....	2 45
do via Kansas City	.....	3	*20 25	.....	2 45
Clermont .....Fla.	.....	2	29 95	.....	4 50
Cleveland .....O.	.....	1	15 00	13 00	1 80
do via Chicago	.....	1	15 00	13 00	1 80
Cleveland, via Chattanooga .....Tenn.	.....	2	15 60	.....	2 35
Cleveland, via Louisville, Nashville and Chattanooga .....Tenn.	.....	2	15 60	.....	2 35
do via Cincinnati & Chatt. ...	.....	2	15 60	.....	2 35
do via Louisv., Burgin & Chatt.	.....	2	15 60	.....	2 35
do via Corinth or Grand Jct.	.....	2	15 60	.....	2 35
do via Union City or Martin	.....	2	15 60	.....	2 35
Clifton .....Ariz.	.....	5	45 05	.....	5 45
Clifton .....Ill.	.....	1	6 25	.....	75
Clifton .....Kans.	.....	1	12 50	.....	1 50
Clifton .....Tex.	.....	2	21 65	.....	2 60
do via Ft. Worth or Paris...	.....	3	21 65	.....	2 60
Clifton Forge .....Va.	.....	§	19 50	17 00	2 35
Clinton .....Ill.	.....	1	4 12	.....	50
§Clinton .....Mo.	.....	1	6 80	.....	85
§ do via Springfield	.....	1	8 20	.....	1 00
do via Kansas City	.....	1	8 35	.....	1 00
Clinton .....Iowa	.....	1	8 45	.....	1 00

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Clinton via Boat	8 75	..	.....	4 75	....
do via Boat	3rd class or deck			3 50	....
§Clinton, via Atl. & S. A. Line .....S. C.	.....	2	22 95	20 00	3 40
Clinton, via Jellico .....Tenn.	.....	2	15 35	.....	2 30
do via Cin. & Harriman	.....	2	15 35	.....	2 30
do via Cin., Livingston & Jellico	.....	2	15 35	.....	2 30
do via Lou., Burg. and Harriman	.....	2	15 35	.....	2 30
Clinton Junction .....Wisc.	.....	1	10 00	.....	1 20
do via Chicago	.....	1	10 00	.....	1 20
Cloudcroft .....N. M.	.....	3	37 75	.....	4 55
Clyde .....Mo.	.....	1	9 04	.....	1 10
Clyde .....O.	.....	1	12 40	.....	1 55
do via Cincinnati	.....	§	12 40	.....	1 55
do via Chicago or Bloomington	.....	1	12 40	.....	1 55
do via Ind. & Bellefontaine..	.....	1	12 40	.....	1 55
do via Indianapolis and Springfield	.....	1	12 40	.....	1 55
do via Indianapolis and Urbana	.....	1	12 40	.....	1 55
Clyde .....Kan.	.....	1	12 70	.....	1 55
§Cocoa .....Fla.	.....	2	30 45	.....	4 55
Cole Camp .....Mo.	.....	1	5 96	.....	....
Coalgate .....I. T.	.....	1	15 95	.....	1 95
Coal Hill, via Little Rock..Ark.	.....	2	13 80	.....	1 70
Coalton .....Ohio	.....	1	12 25	.....	1 50
Cody .....Wyo.	.....	3	35 60	32 20	4 30
Coeur d'Alene, via Billings or St. Paul .....Idaho	.....	4	50 00	42 50	6 00
do via Denver & Billings	.....	4	50 00	42 50	6 00
§ do via Chicago & St. Paul...	.....	4	58 50	51 00	7 05
Coffeeville .....Miss.	.....	1	12 20	.....	1 50
Coffeyville .....Kans.	.....	1	11 05	.....	1 35
do via Cherryvale	.....	1	11 05	.....	1 35
do via Kansas City	.....	1	*11 05	.....	1 35
Coin ..... Iowa.	.....	1	10 46	.....	1 30
§Colby .. ..Kas.	.....	2	18 90	.....	2 25
Coldwater ....Mich.	.....	2	10 85	.....	1 30
Coleman .. ..Tex.	.....	3	24 55	.....	2 95
do via Ft. Worth	.....	3	24 55	.....	2 95
do via Denison	.....	3	24 55	.....	2 95
do via Kansas City	.....	3	*24 55	.....	2 95
Colfax .. ..Cal.	67 50	5	57 50	47 50	8 10
Colfax .. ..N. Dak...	.....	2	22 87	.....	2 75
do via Chicago	.....	2	22 87	.....	2 75

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Colfax ....Ind.	.....	1	7 29	.....	90
§ do via Lafayette	.....	1	7 29	.....	90
do via Big Four and Indianapolis	.....	1	7 40	.....	90
Colfax, via Billings or Ogden or Granger, or St. Paul. Wash.	.....	5	50 00	42 50	6 60
College Corner ....O.	.....	1	9 00	.....	1 10
Collinston ....La.	.....	1	15 70	.....	1 90
Colona ....Ill.	.....	1	6 91	.....	85
Colony ....Kas.	.....	1	10 00	.....	1 20
Colorado ....Tex.	.....	3	26 30	.....	3 15
do via Ft. Worth	.....	3	26 30	.....	3 15
do via Kansas City	.....	3	*26 30	.....	3 15
Colorado Springs ....Col.	.....	2	24 50	.....	2 95
§ do via K. C. & Omaha or via Frisco System and Burrton, or Ellsworth	.....	2	24 50	.....	2 95
Colton ....Col.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rule 17)	.....	6	57 50	47 50	8 10
do via Kansas City and Purcell	.....	6	57 50	47 50	8 10
§ do via New Orleans and Texas Pac.	A67 50	6	B57 50	C47 50	8 10
§ do via New Orleans & So. Pac.	A67 50	6	B57 50	C47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
Columbia, via Chattanooga or Atlanta ....S. C.	.....	2	23 35	.....	3 50
§ do via Martin and Chatt.	.....	2	23 35	.....	3 50
do via Cor. and Chatt.	.....	2	23 35	.....	3 50
do via Cincinnati, Chatt. and Atlanta	.....	2	23 35	.....	3 50
do via Cincinnati & Jellico or Harriman	.....	2	23 35	.....	3 50
do via Cincinnati or Louisville, C. & O., and Charlottesville or Lynchburg.	.....	2	23 35	.....	3 50
do via Louisville, Norton and Lynchburg	.....	2	23 35	.....	3 50

§Continuous passage only.
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B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.
C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Columbia, via Cincinnati, Chillicothe or Columbus N. & W. and Lynchburg	.....	2	23 35	.....	3 50
do via Louis. and Jell. or Harriman	.....	2	23 35	.....	3 50
do via Memphis or Gd. Junc. and Chat.	.....	2	23 35	.....	3 50
do via Washington	.....	5	35 55	32 30	4 75
do via Union City	.....	2	23 35	.....	3 50
Columbia .....S. Dak.	.....	3	22 55	.....	2 75
Columbia, via Chicago . . S. Dak.	.....	3	22 55	.....	2 75
Columbia City .....Ind.	.....	1	9 86	.....	1 20
do via Chicago or Bloomington	.....	1	9 86	.....	1 20
Columbia.. .....Mo.	.....	1	4 35	.....	55
Columbia .....Tenn.	.....	2	11 35	.....	1 70
do via U. City or Martin...	.....	2	11 35	.....	1 70
do via Louisville	.....	2	14 90	.....	1 70
§Columbia .....Tex.	.....	3	25 15	.....	3 05
§ do via Houston	.....	3	25 15	.....	3 05
§ do via New Orleans and Houston	.....	3	25 15	.....	3 05
Columbia, via Ev. & Calera Ala.	.....	2	16 35	.....	2 45
do via Louisville	.....	1	21 10	.....	2 45
Columbus, via Nash. & Chatt.Ga.	.....	2	19 70	.....	3 00
do via Tup., Holly Spgs. or Col. .....Miss.	.....	2	19 70	.....	3 00
do via Atlanta	.....	2	19 70	.....	3 00
do via Birmingham	.....	2	19 70	.....	3 00
do via Montgomery	.....	2	19 70	.....	3 00
do via Cincinnati	.....	2	19 70	.....	3 00
do via Louisv. & Burgin...	.....	2	19 70	.....	3 00
do via Louisville and Montgomery	.....	3	25 45	.....	3 85
do via Mem. and Decatur or Chatt.	.....	3	19 70	.....	3 00
do via Gd. Junc. and Chatt..	.....	3	19 70	.....	3 00
Columbus, via Seymour ...Ind.	.....	1	7 70	.....	95
do via Indianapolis	.....	1	8 65	.....	95
Columbus, via Indianapolis.Ind.	.....	1	*7 70	.....	95
Columbus .....Kas.	.....	1	9 60	.....	1 15
do via Kansas City	.....	1	a9 60	.....	1 15
Columbus .....Ky.	.....	1	5 58	.....	70
Columbus, via M. & O...Minn.	.....	1	13 30	.....	1 60
do via Winona	.....	1	13 30	.....	1 60
Columbus, via Billings or St. Paul .....Mont.	.....	3	36 25	31 40	4 35
Columbus .....Neb.	.....	1	14 25	.....	1 75

§Continuous passage only.
*Basing rate only.
(a) Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via K. C.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Columbus, via Kan. C. & C. Bluffs or Omaha	.....	2	14 25	.....	1 75
Columbus ..... Ohio	.....	1	11 00	.....	1 35
do via Chicago	.....	1	15 85	.....	1 90
do via Toledo	.....	1	15 70	.....	1 90
Columbus ..... Tex.	.....	3	23 75	.....	2 85
do via Houston	.....	3	23 75	.....	2 85
do via New Orleans	.....	4	23 75	.....	2 85
Columbus ..... Wis.	.....	1	12 00	.....	1 45
do via Chicago	.....	1	12 00	.....	1 45
Columbus Junction ..... Iowa	.....	1	7 52	.....	95
do via Bloomington	.....	1	7 52	.....	95
do via Boat and Burlington.	7 50	..	.....	5 00	95
Colusa Junction ..... Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10
do via Frisco System	.....	6	57 50	47 50	8 10
Colusa Junction, via New Orleans ..... Cal.	A67 50	6	B57 50	C47 50	8 10
do via Kansas City and Purcell	.....	6	57 50	47 50	8 10
do via Billings or Ogden and Huntington	.....	7	65 40	55 40	9 05
do via St. P. or Minn. and Port (not via Can. Pac.).	.....	9	65 40	55 40	9 05
Comanche, via Ft. Worth. Tex.	.....	2	22 75	.....	2 75
do via Kansas City	.....	2	•22 75	.....	2 75
§Commerce ..... Mo.	.....	1	4 73	.....	55
§ do via Cape Girardeau	.....	1	4 35	.....	55
Commerce ..... Tex.	.....	3	17 30	.....	2 20
Como, via Denver ..... Col.	.....	3	29 05	.....	3 50
do via Pueblo	.....	3	29 05	.....	3 50
Conception ..... Mo.	.....	1	9 08	.....	1 10
Concord, via Alb., Troy, or Rott. Jct. and Worcester, or Ayer ..... N. H.	.....	4	25 00	21 50	3 00
do via Montreal, Norwood or Malone	.....	4	25 00	21 50	3 00
Concordia, via K. C. or St. Joe ..... Kas.	.....	1	13 14	.....	1 60
do via B. & N. and At. & S. F.	.....	1	13 14	.....	1 60

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B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.
C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Connell, via Billings or St. P. (See Rule 15) ....Wash.	.....	6	50 00	42 50	6 00
do via Denver and Billings (See Rule 15)	.....	6	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	6	61 80	52 50	7 45
Connellsville, via Pittsburg.Pa.	.....	2	17 45	14 70	2 10
Connersville. . .....Ind.	.....	1	9 00	.....	1 10
do via Bloomington.	.....	1	9 00	.....	1 10
Conroe. . .....Tex.	.....	2	23 30	.....	2 85
do via Denison.	.....	2	23 30	.....	2 85
Contention, via El Paso or Deming and the So. Pac .. ..Ariz.	.....	4	47 45	.....	5 70
Convent, via Memphis.....La.	.....	2	18 00	.....	3 30
Conway, via Little Rock....Ark.	....	1	11 28	.....	1 40
Conway, via Burlington...Iowa.	.....	1	11 40	.....	1 30
do via, St. Joseph	.....	1	10 81	.....	1 30
Conway Springs. . .....Kans.	.....	1	13 40	.....	1 65
Cookville. . .....Tex.	.....	2	16 40	.....	2 00
Cooperstown. . .....N. Dak.	.....	2	25 90	.....	3 15
do via Chicago.	.....	2	25 90	.....	3 15
Cordele, via Atlanta, Birmingham or Mont. . .....Ga.	.....	2	22 00	.....	3 20
Cordell. . .....O. T.	.....	2	18 95	.....	2 30
Corinne. . .....Utah.	43 75	4	38 50	36 00	5 25
Corinth, via M. & O. .....Miss.	.....	1	9 93	.....	1 20
do via Grand Junction	.....	1	9 95	.....	1 20
do via Memphis.	.....	1	9 95	.....	1 20
Coronado. . .....Kansas.	.....	1	19 30	.....	2 40
Corning, via Burlington. ..Iowa.	.....	1	11 20	.....	1 35
do via St. Joseph and Creston.	.....	1	12 22	.....	1 35
Corning, Buffalo or Salamanca. . .....N. Y.	.....	§	20 50	18 00	2 50
Corning, via St. Joe. .....Mo.	.....	1	10 05	.....	1 20
Corning. . .....Ohio.	.....	1	13 05	.....	1 55
Cornwall. . .....Ont.	.....	3	24 00	21 00	2 90
Corpus Christi. .....Tex.	.....	3	29 50	.....	3 55
do via Houston.	.....	3	29 50	.....	3 55
do via San Antonio and S. A. and A. P.	.....	3	29 50	.....	3 55
do via N. O., San Ant. and S. A. and A. P.	.....	3	35 40	.....	3 55
§ do via N. O. and Houston and S. A. & A. P.	.....	3	29 50	.....	3 55
do via Kansas City	.....	3	*29 50	.....	3 55
§Correctionville, via Freeport. . . ..Iowa.	.....	1	14 16	.....	1 70
Corrigan. . .....Tex.	.....	2	20 90	.....	2 55

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Corry. . .....Pa.	.....	1	17 60	15 85	2 15
do via Cincinnati or Chicago	.....	1	17 60	15 85	2 15
do via Dayton, Urbana or Columbus and Akron. ...	.....	1	17 60	15 85	2 15
do via Indianapolis, Pitts. and Oil City.	.....	1	17 60	15 85	2 15
Corsicana. . .....Tex.	.....	2	20 50	.....	2 50
do via Denison	.....	2	20 50	.....	2 50
§Corydon. . .....Iowa.	.....	1	8 32	.....	1 00
Coshocton. . .....Ohio.	.....	1	13 05	.....	1 60
do via Chicago or Bloomington.	.....	1	13 05	.....	1 60
Cotter. . .....Ark.	.....	..	11 56	.....	1 40
Coulterville. . .....Ill.	.....	1	1 65	.....	20
Council Bluffs . .....Iowa.	.....	1	11 25	.....	1 35
Council Grove. .....Kan.	.....	1	11 20	.....	1 35
do via Parsons	.....	1	11 20	.....	1 35
Courtland, via Cornith or Grand Junction. .....Ala.	.....	2	12 20	.....	1 90
do via Decatur.	.....	2	12 20	.....	1 90
do via Louisville.	.....	2	17 70	.....	1 90
Coushatta, via Shreveport ..La.	.....	..	18 00	.....	2 20
Covington, via Cincinnati, C. & O. . .....Va.	.....	§	19 15	17 00	2 30
do via Louisville and C. & O.	.....	§	19 15	17 00	2 30
Covington, via Ill. Cent. ..Tenn.	.....	1	8 43	.....	1 05
Cowan. . .....Tenn.	.....	1	12 65	.....	1 90
do via Louisville.	.....	2	14 50	.....	1 90
§ do via Martin & Union City	.....	1	12 65	.....	1 90
Cowles. . .....Neb.	.....	1	15 16	.....	1 85
Cozad. . .....Neb.	.....	2	17 85	.....	2 15
Crab Orchard, via Louisv..Ky.	.....	1	11 46	.....	1 70
do via Cin. Winch. and Rowland.	.....	1	11 46	.....	1 70
Craig, via St. Joseph. .....Mo.	.....	1	9 90	.....	1 20
Crawford. . .....Neb.	.....	2	25 15	.....	3 05
Crawfordsville. . .....Ind.	.....	1	6 80	.....	85
do via Bloomington.	.....	1	6 80	.....	85
Creal Springs. . .....Ill.	.....	1	3 78	.....	50
Creede. . .....Col.	.....	3	35 95	.....	4 35
do via Denver, Colo. Spgs. or Omaha.	.....	3	35 95	.....	4 35
Creede, via Kansas City & Omaha . .....Col.	.....	3	35 95	.....	4 35
Cresco. . .....Iowa.	.....	1	12 42	.....	1 50
Crestline. . .....Ohio.	.....	1	11 75	.....	1 45
do via Cincinnati.	.....	§	11 75	.....	1 45
do via Ft. Wayne.	.....	1	11 75	.....	1 45
do via Chicago or Bloomington.	.....	1	11 75	.....	1 45

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Crestline, via Indianapolis & Springfield.	.....	1	11 75	.....	1 45
do via Indianapolis and Columbus.	.....	1	11 75	.....	1 45
Creston, via Burlington..Iowa.	.....	1	10 58	.....	1 30
do via St. Joseph.	.....	1	11 60	.....	1 30
Creston. . .....Ohio.	.....	1	13 25	.....	1 60
Cresson. . .....Pa.	.....	§	18 80	16 55	2 25
Cresson, via Ft. Worth....Tex.	.....	3	20 15	.....	2 45
Crested Butte, via Denver or Pueblo. . .....Col.	.....	3	35 10	.....	4 25
Crete. . .....Neb.	.....	1	13 09	.....	1 60
Cripple Creek. . .....Col.	.....	3	27 25	.....	3 30
Crockett. . .....Tex.	.....	2	21 05	.....	2 55
do via Mineola.	.....	2	21 05	.....	2 55
Crookston. . .....Minn.	.....	2	24 77	.....	3 00
do via Chicago.	.....	2	24 77	.....	3 00
do via Boar and St. Paul....	24 77	..	.....	19 27	....
Croom. . .....Fla.	.....	2	29 85	.....	4 50
§Crowder City. . .....I. T.	.....	1	14 15	.....	1 70
§ do via Ft. Smith.	.....	1	14 15	.....	1 70
Crowley, via Houston. .....La.	.....	3	26 35	.....	3 20
do via New Orleans.	.....	3	20 95	.....	2 55
§Crystal City. . .....Mo.	.....	1	1 06	.....	25
§Crystal Spring . . ..Miss.	.....	1	16 25	.....	1 95
Cuba. . .....Mo.	....	1	2 61	.....	35
Cuba. . .....Kans.	.....	2	12 82	.....	1 55
Cuchara, via Pueblo. . ....Colo.	.....	3	27 05	.....	3 25
do via Denver.	.....	3	27 05	.....	3 25
Cuero. . .....Tex.	.....	3	25 65	.....	3 10
do via Waco or Houston.	.....	3	25 65	.....	3 10
do via San Antonia	.....	3	27 15	.....	3 10
do via New Orleans.	.....	3	25 65	.....	3 10
Culbertson. . .....Neb.	.....	2	18 97	.....	2 30
Cullison. . .....Kans.	.....	1	15 50	.....	1 90
Cullman, via L. & N.. R. R...Ala.	.....	2	13 63	.....	2 05
do via Louisville.	.....	2	18 10	.....	2 70
Culver. . .....Ind.	.....	1	8 50	.....	1 05
§Cumberland, via Parkersburg, Pittsburg or Wheeling (See Rule 11) . .....Md.	.....	§	20 00	17 00	2 40
§ do via Pittsburg and Huntington	.....	§	20 00	17 00	2 40
Curtis . .....Neb.	.....	2	18 86	.....	2 30
Cushing. . .....O. T.	.....	1	14 40	.....	1 75
§Custer, via St. Paul. . ..Mont.	.....	4	33 85	30 05	4 10
do via Chicago & St. Paul. .	.....	4	40 75	36 95	4 90
Custer . .....S. Dak.	.....	3	28 55	.....	3 45
Cynthiana, via Cincinnati ..Ky.	.....	1	10 40	.....	1 25
do via Louisville	.....	1	10 40	.....	1 25

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Dade City .....Fla.	.....	2	30 15	.....	4 50
Daggett, via Albuquerque . . .Cal.	67 50	5	57 50	47 50	8 10
§Dakota City .....Iowa	.....	2	12 81	.....	1 55
Dalhart .....Tex.	.....	2	23 10	.....	2 80
§ do via Medora, Quanah, Vernon or Ft. Worth	.....	2	23 10	.....	2 80
do via Okla. City and Amarillo	.....	2	23 10	.....	2 80
do via Texarkana and Ft. Worth	.....	2	23 10	.....	2 80
Dallas .....Texas	.....	2	19 15	.....	2 30
do via Ft. Worth	.....	2	19 40	.....	....
do via Kansas City (not via Ft. Worth)	.....	2	*19 15	.....	2 30
§Dallas, via Quincy .....Ill.	.....	1	5 73	.....	70
do via Boat	.....	..	5 75	3 50	....
do via Boat	3rd class or deck			2 25	....
Dallas (See Rule 15) .....Ore.	Add $1.90 to Portland rates via route of ticket.				
Dallas (via Ogden or Granger) (See Rule 15) .....Ore.	65 45	5	52 95	45 45	6 40
do via Billings or St. Paul...	.....	6	52 95	45 45	6 40
do via Chicago & St. Paul ...	.....	6	66 00	56 00	7 95
Dalton, via Nash. & Chatt....Ga.	.....	2	15 65	.....	2 35
§ do via Martin & Nash.	.....	2	15 65	.....	2 35
do via Corinth or Gd. Jct. and Chatt.	.....	2	15 65	.....	2 35
Dalton, via Cincinnati .....Ga.	.....	2	15 65	.....	2 35
do via Louisville, Nashv. and Chatt.	.....	2	15 65	.....	2 35
do via Louisville and Burgin	.....	2	15 65	.....	2 35
do via Mem. and Chat.	.....	2	15 65	.....	2 35
do via Union City	.....	2	15 65	.....	2 35
§Danville . .....Ill.	.....	1	5 75	.....	70
§ do via Terre Haute	.....	1	5 75	.....	70
§ do via Paris	.....	1	5 75	.....	70
Danville, via Lynchburg or Charlottesville . .....Va.	.....	2	22 95	19 95	3 45
do via Chattanooga	.....	2	22 95	19 95	3 45
do via Gd. Jct. or Cor. and So. Ry	.....	2	22 95	19 95	3 45
do via Cinc., C. & O. Ry. and Lynch.	.....	2	22 95	19 95	3 45
do via Cin. and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Louisville or Cin and Norton	.....	2	22 95	19 95	3 45

§Continuous passage only.
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ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Danville, via Louisv. and Jell. or Harriman	.....	2	22 95	19 95	3 45
do via Cin., Jellico and Lynch	.....	2	22 95	19 95	3 45
do via Atlanta	.....	2	22 95	19 95	3 45
do via Cin., Chili. or Col., N. & W., and Lynch	.....	2	22 95	19 95	3 45
do via Washington	.....	3	27 40	24 15	3 45
Danville, via Louisville and Lexington Ky.	.....	1	10 65	.....	1 60
do via Cincinnati	.....	§	10 65	1	60
do via Louisville & Burg.	.....	1	10 65	.....	1 60
Danville, via Pittsburg and Northumberland Pa.	.....	§	20 40	17 40	2 45
do via Buffalo	.....	§	21 00	18 50	2 45
§ do via Pittsburg, Clearfield and Newburg	.....	..	20 40	17 40	2 45
Darlington Mo.	.....	1	8 53	.....	1 05
Darlington S. C.	.....	2	25 35	.....	3 80
Darlington Wisc.	.....	1	8 53	.....	1 05
do via Chicago	.....	1	9 90	.....	1 20
Davenport Fla.	.....	2	30 55	.....	4 60
Davenport Iowa	.....	1	7 41	.....	95
do via Belknap	.....	1	11 07	.....	1 35
do via Peoria or Bloomington	.....	1	7 41	.....	95
do via Boat	7 75	..	.....	4 25	....
do via Boat	3rd class or deck			3 00	....
Davenport N. Dak.	.....	2	23 42	.....	2 85
do via Chicago	.....	2	23 42	.....	2 85
§Davenport O. T.	.....	1	14 60	.....	1 75
David City, via Kansas City Neb.	.....	2	13 83	.....	1 70
do via St. Joe or Atchison	.....	2	13 83	.....	1 70
Dawson Minn.	.....	2	20 86	.....	2 55
do via Chicago	.....	2	20 86	.....	2 55
Dawson, via Ill. Cent. and Cairo or Paducah Ky.	.....	1	7 07	.....	85
Daytona Fla.	.....	2	28 55	.....	4 30
Dayton O.	.....	1	9 00	.....	1 10
do via Bloomington	.....	1	9 00	.....	1 10
Dayton, via Cincinnati Ohio	.....	§	9 00	.....	1 10
§ do via Decatur	.....	1	9 00	.....	1 10
§Dayton Iowa	.....	1	11 85	.....	1 45
Dayton, via Ogden or Granger (See Rule 15) Wash.	62 90	5	50 40	42 90	6 05
do via Billings or St. Paul	.....	6	50 40	42 90	6 05
do via Denver and Billings (See Rule 15)	62 90	5	50 40	42 90	6 05

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Dayton via Chicago and St. Paul	.....	6	62 90	55 40	7 55
Deadwood .....S. Dak.	.....	3	29 75	.....	3 60
do and return, Tourist	.....	90	48 00	.....	3 60
Decatur, via Corinth or Gd. Jct. .....Ala.	.....	2	12 65	.....	1 90
do via Nashville	.....	2	12 65	.....	1 90
do via Martin and Nash.	.....	2	12 65	.....	1 90
do via Memphis	.....	2	12 65	.....	1 90
do via Louisville	.....	2	17 15	.....	2 55
do via Union City	.....	2	12 65	.....	1 90
Decatur .....Ill.	.....	1	3 55	.....	45
do via Mt. Pulaski	.....	1	3 68	.....	45
Decatur .....Ind.	.....	1	10 00	.....	1 20
Decauter .....Tex.	.....	2	19 40	.....	2 35
do via Vernon	.....	2	21 40	.....	2 35
do via Ft. Worth	.....	2	19 40	.....	2 35
Decatur .....Ark.	.....	1	10 85	.....	1 30
do via Neosho	.....	1	10 85	.....	1 30
Decherd, via Nashville ...Tenn.	.....	1	12 50	.....	1 90
do via Martin	.....	1	12 50	.....	1 90
Decherd, via Union City ..Tenn.	.....	1	12 50	.....	1 90
do via Louisville	.....	1	14 50	.....	1 90
Decorah .....Iowa	.....	1	12 37	.....	1 60
do via Chicago	.....	1	12 35	.....	1 60
Deepwater, via Clinton .....Mo.	.....	1	7 15	.....	85
§ do via Springfield	.....	1	8 00	.....	85
do via Kansas City	.....	1	10 35	.....	1 25
Deer Lodge, via Billings or St. Paul .....Mont.	.....	4	40 00	35 00	4 80
do via Ogden or Granger (See Rule 15).....	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul..	.....	4	48 50	43 50	5 85
Deer Park, via M. & O. .....Ala.	.....	1	16 85	.....	2 05
§ do Deer Park, via Parkersburg or Wheeling (See Rule 11) .....Md.	.....	2	18 85	17 00	2 30
Defiance .....Ohio	.....	1	11 00	.....	1 35
do via Chicago or Bloom. ...	.....	1	11 00	.....	1 35
De Funiak Springs .....Fla.	.....	2	20 00	.....	3 00
Delano .....Minn.	.....	3	17 14	.....	2 10
do via Chicago	.....	3	17 14	.....	2 10
Delavan .....Ill.	.....	1	4 21	.....	55
Delavan .....Minn.	.....	2	14 82	.....	1 80
Delaware .....Iowa	.....	1	10 09	.....	1 25
§ do via Freeport	.....	1	10 09	.....	1 25
Delaware .....Ohio	.....	1	11 00	.....	1 35
do via Cincinnati	.....	*	11 00	.....	1 35
do via Columbus	.....	1	11 00	.....	1 35

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
DeLand ..Fla.	.....	2	28 60	.....	4 30
Delphi ..Ind.	.....	1	7 65	.....	95
Delmar ..Del.	.....	*	21 50	19 00	2 60
Delmar Junction ..Iowa	.....	1	9 05	.....	1 15
Del Norte ..Col.	.....	3	33 70	.....	4 05
do via Denver ..	.....	3	33 70	.....	4 05
Delphos, via Burlington...Iowa	.....	1	11 20	.....	1 25
do via St. Joseph	.....	1	10 18	.....	1 25
Delphos ..Ohio	.....	1	10 25	.....	1 25
do via Ft. Wayne	.....	1	10 25	.....	1 25
Dell Rapids ..S. Dak.	.....	3	17 47	.....	2 10
Delta ..Col.	.....	3	37 50	35 00	4 50
§Delta ..Mo.	.....	1	4 40	.....	55
§ do via Cape Girardeau	.....	1	4 40	.....	55
Delta ..Ohio	.....	1	12 00	.....	1 45
Deming (See Note) ..N. M.	.....	3	37 80	.....	4 55
§ do via Burrton or Kansas City and La Junta or Dalhart ..	.....	3	37 80	.....	4 55
do via New Orleans	.....	3	37 80	.....	4 55
§ do via Kansas City and El Paso	.....	3	37 80	.....	4 55
Denison ..Iowa	.....	2	12 95	.....	1 60
* do via Freeport	.....	2	12 95	.....	1 60
Denison.. ..Tex.	.....	1	17 00	.....	2 05
Denison, via Hugo ..Tex.	.....	1	17 00	.....	2 05
do via Sapulpa	.....	1	17 00	.....	2 05
do via Kansas City	.....	1	*17 00	.....	2 05
Denison ..Ohio	.....	1	13 90	.....	1 70
Denton .. ..Tex.	.....	2	18 80	.....	2 25
Denver ..Col.	.....	2	24 50	.....	2 95
do via Council Bluffs or Omaha	.....	2	24 60	.....	2 95
do via Kansas City and Omaha	.....	2	24 60	.....	2 95
§ do via Frisco System and Burrton or Ellsworth	.....	2	24 50	.....	2 95
§ do via Quannah or Vernon.	.....	..	27 35	.....	3 30
Denver ..Ind.	.....	1	8 75	.....	1 05
De Pere ..Wis.	.....	1	13 35	.....	1 60
do via Chicago	.....	1	13 35	.....	1 60
Dermott ..Ark.	.....	1	13 74	.....	1 65
Des Moines ..Iowa	.....	1	9 85	.....	1 20
do via Osceola	.....	..	11 31	.....	1 20
De Soto ..Wis.	.....	1	12 76	.....	1 55
De Soto, via M. & O....Miss.	.....	2	16 60	.....	2 00

§Continuous passage only.
*Basing rate only.
(Note: Rates to Deming will not apply via Kansas City and Ft. Worth.)

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Deshler .. ..Ohio	.....	1	11 20	.....	1 35
do via Indianapolis and Hamilton	.....	1	11 20	.....	1 35
do via Piqua or Dayton	.....	1	11 20	.....	1 35
do via Chicago	.....	1	11 20	.....	1 35
Detroit .. ..Minn.	.....	2	22 11	.....	2 65
do via Chicago	.....	2	22 11	.....	2 65
do via Boat and St. Paul..	22 11	..	.....	16 60	....
Detroit .. ..Mich.	.....	1	13 00	.....	1 60
do via Indianapolis	.....	1	13 00	.....	1 60
do via Chicago or South Bend	.....	1	13 00	.....	1 60
do via Piqua or Dayton	.....	1	13 00	.....	1 60
§ De Vall's Bluff, via Memphis .. ..Ark.	.....	1	10 03	.....	1 25
Devil's Lake .....N. Dak.	.....	2	27 97	26 00	3 40
do via Chicago	.....	2	27 97	26 00	3 40
Dewey .. ..N. M.	.....	4	44 15	41 35	5 30
do via Kansas City	.....	4	44 15	41 35	5 30
De Witt .. ..Ark.	.....	1	11 23	.....	1 35
§De Witt .....Ill.	.....	1	4 40	.....	55
De Witt .....Iowa	.....	1	8 65	.....	1 00
De Witt .....Neb.	.....	1	12 90	.....	1 55
§Dexter .. ..Mo.	.....	1	5 44	.....	65
Dickinson .. ..N. Dak.	.....	3	32 45	28 90	3 85
do via Chicago	.....	3	32 45	28 90	3 85
do via Boat and St. Paul..	36 00	..	.....	23 40	....
§Dickson, via Martin or Union City .. ..Tenn.	.....	1	9 50	.....	1 45
Dillon, via Granger or Ogden (See Rule 15) .....Mont.	.....	4	40 00	35 00	4 80
Dillsburg, via Pittsb. and Harrisburg .. ..Pa.	.....	§	20 25	17 00	2 45
do via Cherry Run or Hagerstown	.....	§	20 25	17 00	2 45
§Dixon, via Illinois Central...Ill.	.....	1	7 59	.....	95
do via C. B. & Q.....	.....	1	7 59	.....	95
do via Peoria	.....	1	7 59	.....	95
§Dodge Center .....Minn.	.....	1	14 05	.....	1 70
Dodge City .....Kan.	.....	1	17 65	.....	2 15
§ do via Burrton or Medora..	.....	1	17 65	.....	2 15
Dodgeville .. ..Wis.	.....	1	10 62	.....	1 30
do via Chicago	.....	1	10 62	.....	1 30
Dolores .. ..Col.	.....	4	43 45	42 60	5 25
Donaldson, via McGhee and Alex. or Shreve. .....La.	.....	..	18 00	.....	2 20
do via New Orleans	.....	..	20 40	.....	2 20
Doniphan .. ..Mo.	.....	1	6 11	.....	75
Donnellson, via Keokuk...Iowa	.....	1	5 70	.....	70

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Doon, via Council Bluffs ..Iowa	.....	2	15 98	.....	2 30
Douglas . . ..Ariz.	.....	4	48 65	.....	....
Douglass .. ..Kas.	.....	1	13 10	.....	1 60
do via Augusta	.....	1	13 10	.....	1 60
Douglas (See Rule 23)...Wyo.	.....	3	29 30	.....	3 55
do via Cheyenne	.....	3	29 30	.....	3 55
Dravosburg .. ..Pa.	.....	1	16 22	13 97	1 95
Dover .. ..Del.	.....	§	21 50	19 00	2 60
Downs ... .Kas.	.....	1	14 75	.....	1 80
Drummond, via St. P. or B. & M. and Billings ....Mont.	.....	4	40 65	35 65	4 90
do via Denver and Billings (See Rule 15)	.....	4	40 65	35 65	4 90
do via Chicago and St. Paul.	.....	4	49 15	44 15	5 90
Dublin, via Ft. Worth or Waco .. ..Tex.	.....	2	22 10	.....	2 65
Dublin, via Kansas City ..Texas	.....	2	*22 10	.....	2 65
Du Bois, via Pittsburg ....Pa.	.....	1	19 00	16 75	2 30
Dubuque .. ..Iowa	.....	1	9 86	.....	1 20
§ do via Peoria	.....	1	9 86	.....	1 20
do via Chicago	.....	1	12 95	.....	1 55
do via Boat	10 00	..	.....	5 25	....
do via Boat	3rd class or deck			3 75	....
Duluth .. ..Minn.	.....	2	19 75	.....	2 40
do via Peoria or Chicago...	.....	2	19 75	.....	2 40
do via Boat and St. Paul...	20 30	8	19 75	14 80	....
do via Chicago and L. M. & L. S. T. Co. (Meals and berth included)	.....	..	.....	.....	....
Dunbar .. ..Neb.	.....	1	11 75	.....	1 45
Dundas .. ..Ohio	.....	..	12 25	.....	1 50
Dunedin .. ..Fla.	.....	2	31 60	.....	4 75
Dunkirk ....N. Y.	.....	1	18 00	16 00	2 20
do via Pittsburg or Akron...	.....	1	18 00	16 00	2 20
do via Cincinnati	.....	1	18 00	16 00	2 20
Dunnellon .. ..Fla.	.....	2	28 90	.....	4 35
Dunreith .. ..Ind.	.....	1	8 55	.....	1 05
Duquoin, via Ill. Cent. .....Ill.	.....	1	2 37	.....	30
Durham, via Greensboro ..N. C.	.....	2	24 80	21 05	3 75
do via Louisville or Cincinnati and Richmond	.....	2	24 80	21 05	3 75
do via Atlanta and Southern Ry.	.....	2	25 05	21 05	3 75
§Durham, via Cincinnati, Chillicothe or Columbus..N. C.	.....	..	24 80	21 05	3 75
Durham .. ..N. Dak.	.....	3	21 95	.....	2 65
Durand .. ..Mich.	.....	1	12 19	.....	1 50

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Durand, via Toledo or Milan..	.....	1	12 19	.....	1 50
do via Detroit	.....	1	13 33	.....	1 45
Durango .. ..Col.	.....	4	43 45	42 60	5 25
do via Denver	.....	4	43 45	42 60	5 25
Durango, via Eagle Pass..Mex.	.....	5	50 05	46 95	....
do via El Paso	.....	5	50 05	46 95	....
do and return, going and returning same route	.....	9 mo.	69 10	.....	....
do going by El Paso and ret. via Ea. Pass, or vice versa	.....	9 mo.	76 15	.....	....
Durant .. ..I. T.	.....	1	16 85	.....	2 05
do via Madill	.....	1	17 00	.....	2 05
§ do via Hugo	.....	1	16 85	.....	2 05
§Durant .. ..Miss.	.....	1	13 80	.....	1 70
Durbin .. ..N. Dak.	.....	3	23 67	.....	2 85
do via Chicago	.....	..	23 67	.....	2 85
Dyea, via Sacramento and Portland .. ..Alaska	.....	..	C82 50	E63 50	....
do via San Francisco and Steamer	.....	..	C82 50	E63 50	....
Dyer, via M. & O. .....Tenn.	.....	1	7 01	.....	85
Dyersburg .. ..Tenn.	.....	1	7 28	.....	90
Dyersville .. ..Iowa	.....	1	10 90	.....	1 25
§ do via Freeport	.....	1	10 90	.....	1 25
Eads .. ..Col.	.....	1	22 15	.....	2 65
Eagle Bend .. ..Minn.	.....	3	20 62	.....	2 50
do via Chicago	.....	3	20 62	.....	2 50
Eagle Grove .....Iowa	.....	2	12 25	.....	1 50
Eagle Lake .. ..Tex.	.....	3	24 15	.....	2 90
do via Houston, Waco or Seely..	.....	3	24 15	.....	2 90
do via New Orleans	.....	§	24 15	.....	2 90
Eagle Pass . . ..Tex.	.....	3	31 60	.....	3 80
do via San Antonio or Houston	.....	3	31 60	.....	3 80
do via New Orleans	.....	§	31 60	.....	3 80
do via Kansas City	.....	3	*31 60	.....	3 80
Earlville .. ..Ill.	.....	1	7 08	.....	90
East Clinton .. ..Ill.	.....	1	8 45	.....	1 00
§East Dubuque .....Ill.	.....	1	9 86	.....	1 20
Eastland .. ..Tex.	.....	2	22 55	.....	2 75
do via Ft. Worth	.....	2	22 55	.....	2 75
do via Kansas City	.....	2	*22 55	.....	2 75
East Liverpool, via Indianapolis and Steub. .....Ohio	.....	1	14 75	13 00	1 80

*Continuous passage only.
*Basing rate only.
C Includes meals and stateroom accommodation on steamer.
E Includes meals and bunk on steamer.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
East Moline .. ..Ill.	.....	1	7 15	.....	1 10
Eastman .. ..Ga.	.....	2	23 00	.....	3 45
Easton, via Pittsburg and Harris. ....Pa.	.....	§	21 00	18 50	2 55
do via Buffalo, Susp. Bdge. or Sala	.....	§	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29)	.....	§	21 00	18 50	2 50
do via Pittsburg and Trenton .. ..N. J.	.....	§	21 80	19 30	2 55
East Des Moines .....Iowa	.....	1	9 85	.....	1 20
do via Burlington	.....	1	9 85	.....	1 20
East Winona .. ..Wis.	.....	1	14 07	.....	1 70
do via Chicago	.....	1	14 07	.....	1 70
East Point, via Shreveport..La.	.....	..	17 80	.....	2 15
Eaton Rapids .....Mich.	.....	1	11 54	.....	1 40
Eau Claire .. ..Wis.	.....	1	16 00	.....	1 95
do via Chicago	.....	1	16 00	.....	1 95
Eau Gallie .. ..Fla.	.....	2	30 95	.....	4 65
Ebensburg, via Pittsburg...Pa.	.....	§	19 14	16 89	2 30
Eddyville .. ..Iowa	.....	1	8 10	.....	95
do via Albia	.....	1	8 10	.....	95
Eddyville, via Ill. Cent. and Cairo or Paduka....Ky.	.....	1	6 36	.....	80
Eden .. ..Fla.	.....	2	32 85	.....	4 95
Edgar, via Kansas City, Hiawatha or St. Joe .....Neb.	.....	1	14 25	.....	1 75
Edgewood, via Odin .....Ill.	.....	1	3 01	.....	40
do via Flora	.....	1	3 05	.....	40
do via Ashley or Centralia..	.....	1	3 01	.....	40
Edgmont .. ..S. Dak.	.....	3	27 00	.....	3 25
Edina, via Quincy .....Mo.	.....	1	5 40	.....	65
do via Kirksville	.....	1	6 85	.....	65
Edinburg, via Seymour .....Ind.	.....	1	7 70	.....	95
do via Indianapolis	.....	1	*7 70	.....	95
do via Indianapolis	.....	1	8 35	.....	1 00
Edinburg, via Parkersburg (See Rule 11) .....Va.	.....	§	20 25	17 00	2 45
do via Louisv. or Cincinnati and Charlottesville	.....	..	20 25	17 00	2 45
Edison .. ..Ohio	.....	1	11 60	.....	1 40
do via Columbus	.....	1	11 60	.....	1 40
Edmonton .. ..Alberta	Ticket to Strathcona.				
Edna .. ..Tex.	.....	2	25 65	.....	3 10
Edwardsville .. ..Ill.	.....	1	75	.....	15
Effingham .. ..Ill.	.....	1	3 19	.....	40
§ do via Centralia or Odin ...	.....	1	3 19	.....	40

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Effingham, via Ill. Cent.	.....	1	3 98	.....	40
do via Ashley	.....	1	3 19	.....	40
Effingham .. ..Kan.	.....	1	9 05	.....	1 10
Elberton, via Atlanta .....Ga.	.....	2	21 80	.....	3 25
Eldon, via Keokuk and C. R. I. & P. .....Iowa	.....	1	6 95	.....	85
§Eldon .. ..Mo.	.....	1	4 79	.....	60
Eldora .. ..Iowa	.....	1	10 65	.....	1 30
Eldorado ... .Kan.	.....	1	12 80	.....	1 55
do via Augusta	.....	1	12 80	.....	1 55
§Eldorado .. ..Ill.	.....	1	3 88	.....	50
Eldorado ....Fla.	.....	2	29 45	.....	4 40
Eldorado Springs .....Mo.	.....	1	8 65	.....	1 06
do and return	.....	90	11 55	.....	....
§Elgin, via Chicago .....Ill.	.....	1	8 60	.....	1 05
Elgin ... .Kan.	.....	1	12 10	.....	1 45
do via Cherryvale	.....	1	12 10	.....	1 45
Elgin .. ..Tex.	.....	2	23 65	.....	2 85
do via Kansas City	.....	2	*23 65	.....	2 85
§Elizabeth, via Memphis..Miss.	.....	1	13 35	.....	1 60
§ do via West Point	.....	1	13 35	.....	1 60
Elizabeth, via Ind., Pitts. and P. R. R. .....N. J.	.....	§	23 15	20 00	2 80
do via Cin. and B. & O. or C. & O. (See Rules 11 and 29)	Same as New York.				
do via Buffalo, Susp. Bdge. or Sala.	Same as New York.				
Elizabethtown, via Louisville. ....Ky.	.....	1	9 28	.....	1 15
do via Ill. Cen. and Cairo or Paducah	.....	1	9 28	.....	1 15
Elko .. ..Nev.	56 30	5	51 30	47 50	6 20
Elk City .. ..Kan.	.....	1	11 30	.....	1 40
do via Cherryvale	.....	1	11 30	.....	1 40
do via Kansas City	.....	1	11 30	.....	1 40
Elk Falls .. ..Kan.	.....	1	11 85	.....	1 45
do via Kansas City	.....	1	11 85	.....	1 45
do via Cherryvale	.....	1	11 85	.....	1 45
Elk Point .. ..S. Dak.	.....	2	14 77	.....	1 80
Elkhart .. ..Ind.	.....	1	9 30	.....	1 15
do via Anderson	.....	1	9 30	.....	1 15
do via Chicago	.....	1	9 30	.....	1 15
Elkins, via Parkersburg and Belington . . ..W. Va.	.....	2	19 05	17 80	2 30
§Elkton ....S. Dak.	.....	2	17 45	.....	2 10
Ellendale. . .....N. Dak.	.....	3	23 23	.....	2 80

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Ellendale, via Chicago	.....	3	23 23	.....	2 80
Ellensburg, via St. Paul and Pasco or B. and M. and Billings. Wash.	67 50	5	54 00	44 00	6 50
do via Chicago, St. Paul and Pasco.	.....	5	62 50	52 50	8 10
Ellenton. Fla.	.....	7	32 30	.....	4 85
Ellinwood. Kans.	.....	1	14 75	.....	1 80
do via Burrton.	.....	1	14 75	.....	1 80
Ellis. Kans.	.....	1	16 60	.....	2 00
Ellisville, via Meridian. Miss.	.....	1	17 60	.....	....
Ellsworth. Kans.	....	1	14 20	.....	1 70
Ellsworth. Minn.	.....	2	15 74	.....	1 90
Ellsworth. Neb.	.....	2	22 84	.....	2 75
Elmira, via Buff. Susp. Bridge or Sala. N. Y.	.....	§	20 50	18 00	2 50
Elmira. Iowa.	.....	2	8 55	.....	1 05
Elmore. Minn.	.....	2	14 12	.....	1 70
El Moro, via Denver Col.	.....	3	27 20	.....	3 30
do via Pueblo.	.....	3	27 20	.....	3 30
do via La Junta.	.....	3	27 20	.....	3 30
Elmwood. Ill.	.....	1	5 20	.....	60
Elnora. Ind.	.....	1	5 85	.....	70
El Paso. Ill.	.....	1	5 03	.....	65
El Paso. Tex.	.....	3	37 80	.....	4 55
§ do via Burrton and Kansas City.	.....	3	37 80	.....	4 55
do via San Antonio.	.....	3	37 80	.....	4 55
El Paso, via New Orleans. Tex.	.....	3	37 80	.....	4 55
do via Oklahoma City and Dalhart.	.....	3	37 80	.....	4 55
Note—Rates to El Paso will not apply via Kansas City and Ft. Worth.					
El Reno. O. T.	.....	1	17 10	.....	2 05
do via Frisco System and Wichita.	.....	1	17 10	.....	2 05
do via Brinckley, Wister, So. McAlester, Oklahoma City or Guthrie.	.....	1	17 10	.....	2 05
§Elroy. Wis.	.....	1	13 27	.....	1 60
§ do via Chicago.	.....	1	13 27	.....	1 60
Ellsberry. Mo.	.....	1	1 80	.....	20
Elton, via St. Paul or B. & M. and Billings. Mont.	.....	4	36 90	33 50	4 45
do via Chicago & St. Paul.	.....	4	45 40	42 00	5 45
§Elwood. Ind.	.....	1	8 35	.....	1 05
§Elyria. Neb.	.....	2	17 50	.....	2 15
§Elyria. Ohio.	.....	1	13 50	13 00	1 60
§ do via Cincinnati.	.....	§	13 50	13 00	1 60
§ do via Chicago.	.....	1	13 50	13 00	1 60

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Emerson (not via St. Vincent) Manitoba	.....	3	27 56	26 00	3 35
do via Chicago (not via St. Vincent)	.....	3	27 56	26 00	3 35
§Emmettsburg.....Iowa.	.....	2	13 92	.....	1 70
§ do via McGregor or Prairie du Chien	.....	2	13 92	.....	1 70
Emporia.....Kans.	.....	1	10 85	.....	1 30
do via Council Grove	.....	1	11 20	.....	1 35
do via Parsons	.....	1	10 85	.....	1 30
Emporia, via Louis. or Cin. Burgin, Harriman and Paint Rock.....Va.	.....	2	23 15	.....	3 50
do via Louis. or Cincin. C. & O. and Richmond	.....	2	23 15	.....	3 50
do via Cincin. Chilli. or Colum. and Petersburg	.....	2	23 15	.....	3 50
do via Cin. Jellico and Lynchburg	.....	2	23 15	.....	3 50
do via Louis. or Cincin. C. & O. and Lynchburg	.....	2	23 15	.....	3 50
Endicott, via K. C. Atch. Hiaw or St. Joe.....Neb.	.....	1	12 65	.....	1 55
Enfield.....Ill.	.....	1	3 66	.....	55
English.....Ind.	.....	1	6 78	.....	85
do via Evansville	.....	1	7 30	.....	85
§Englewood.....Ill.	.....	1	7 40	.....	90
Englewood.....Kans.	.....	1	17 75	.....	2 15
Enid.....O. T.	.....	2	15 65	.....	1 90
do via Guthrie	.....	2	15 95	.....	....
Ennis.....Tex.	.....	2	19 90	.....	2 40
do via Denison or Sherman	.....	2	19 90	.....	2 40
do via Kansas City	.....	2	*19 90	.....	2 40
Enterprise, via Fla. East Coast Ry.....Fla.	.....	2	31 00	.....	4 40
do via Sanford	.....	2	29 35	.....	4 40
§Enterprise, via M. & O...Miss.	.....	1	16 00	.....	1 95
Erie.....Pa.	.....	1	17 60	15 75	2 15
Erie.....Kan.	.....	1	10 10	.....	1 25
do via Chanute	.....	1	10 35	.....	1 25
Escanaba.....Mich.	.....	2	17 15	.....	2 10
Escatawpa, via M. & O.....Ala.	.....	1	16 85	.....	2 05
Espanola.....N. M.	.....	3	36 05	.....	4 35
§Espinazo, via Eagle Pass.....Mexico.	.....	4	36 15	34 60	....
§ do via Kansas City	.....	7	36 15	34 60	....

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Estherville. . . . . Iowa.	.....	2	14 59	.....	1 75
Eufala, via Grand Jc. and Decatur. . . . . Ala.	.....	2	19 25	.....	2 90
do via Evansville and Montgomery.	.....	2	19 25	.....	2 90
do via Mem. and Decatur or Chatt.	.....	2	19 25	.....	2 90
do via Memphis and Birminhgam.	.....	..	19 25	.....	2 90
do via Montgomery.	.....	2	19 25	.....	2 90
do via Louisville.	.....	2	19 25	.....	2 90
do via Tupelo, Holly Spgs. or Col. . . . . Miss.	.....	2	19 25	.....	2 90
Eugene, via Ogden or Granger and Huntington or San Francisco.(See Rule 15) . . . . . Ore.	.....	6	57 50	'47 50	8 10
do via Albq., and Bak., or Ogd. and Sac.	.....	6	57 50	'47 50	8 10
do via Ft. Worth, Den., or El Paso, San Fran. or Sac. and S. Route.	.....	6	62 50	'52 50	8 70
do via Billings or St. Paul.	.....	6	57 50	47 50	8 10
Eureka. . . . . Kans.	.....	1	11 80	.....	1 45
do via Severy.	.....	1	11 80	.....	1 45
Eureka. . . . . Ill.	.....	1	5 18	.....	75
Eureka Springs. . . . . Ark.	.....	1	10 45	.....	1 25
do and return.	.....	90	12 50	.....	....
' Second class rates do not apply via San Francisco.					
Eustis. . . . . Fla.	.....	2	29 55	.....	4 45
Eutaw, via Tuscaloosa or Meridian. . . . . Ala.	.....	2	15 70	.....	1 90
do via Evans. and Birmingham.	.....	2	15 70	.....	1 90
do via Mem. or Holly Springs or Tupelo and Birmingham.	.....	2	15 70	.....	1 90
§ do via Louisville and Birmingham.	.....	2	19 65	.....	2 40
§ do via Louisville or Cincinnati and Chattanooga. .	.....	2	19 65	.....	2 40
Evansville. . . . . Ind.	.....	1	5 00	.....	75
do via Vincennes.	.....	1	5 30	.....	75
do via Brown's or Olney or Greenup.	.....	1	5 00	.....	75
do via Terre Haute.	.....	1	6 20	.....	75
do via Princeton.	.....	1	5 30	.....	75
do via Mt. Pulaski.	.....	1	5 76	.....	75

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Evansville, via Sparta. .....Ill.	.....	1	2 21	.....	30
do via Coulterville.	.....	1	2 21	.....	30
do via Nashville. . .....Ill.	.....	1	2 24	.....	30
Evansville. . .....Minn.	.....	2	20 76	.....	2 50
do via Chicago.	.....	2	20 76	.....	2 50
Everest. . .....N. Dak.	.....	2	23 77	.....	2 85
do via Chicago.	.....	2	23 77	.....	2 85
Evergreen. . .....Ala.	.....	2	16 85	.....	2 55
Evinston. . .....Fla.	.....	2	27 65	.....	4 15
Excelsior Springs. . .....Mo.	.....	1	7 85	.....	90
do via Kansas City.	.....	1	8 25	.....	90
do and return.	.....	90	13 00	.....	....
Exter. . .....Neb.	.....	2	13 87	.....	1 70
Eyota, via Winona. . .....Minn.	.....	2	14 93	.....	1 80
do via Chicago.	.....	2	14 93	.....	1 80
Fabyans, via Mont., Norwood or Malone . .....N. H.	.....	§	26 57	23 07	3 25
§Fair Chance, via Pittsburg or Wheeling . .....Pa.	.....	§	18 02	15 77	2 20
Fairbury, via Kan. City, Hiawatha or St. Joe ....Neb.	.....	2	12 82	.....	1 55
Fairfield, via Burlington ..Iowa.	.....	1	7 30	.....	85
Fairfield . . . .Ill.	.....	1	3 43	.....	50
Fairfield . .....Neb.	.....	2	14 66	.....	1 80
Fairmont . .....Minn.	.....	2	14 80	.....	1 80
do via LaCrescent or La Cross	.....	3	14 80	.....	1 80
Fairmont . .....Neb.	.....	1	14 10	.....	1 70
§Fairmont, via Parkersburg or Wheeling . .....W. Va.	.....	1	16 60	15 35	2 00
Fair Play, via Denver .....Colo.	.....	3	29 95	.....	3 60
do via Omaha and Denver ..	....	3	29 95	.....	3 60
§Fairplay, via Springfield ...Mo.	.....	1	7 50	.....	90
Fall River, via Alb., Troy or Rott. Jc. . .....Mass.	.....	§	25 50	22 00	3 10
do via Boston	Add $1.20 to Boston Rate via route of ticket				3 10
do via New York and Fall River Line: Nov. 1 to Apr 30 (See Rule 27)	Ad to N. Y. rates limited			$3.00	3 10
May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rates limited			$2.00	3 10
Falmouth, via Cincinnati ...Ky.	.....	1	10 20	.....	1 25
do via Louisville and Cincinnati	.....	1	10 20	.....	1 25
Falls City, via K. C. or St. Joe . .....Neb.	.....	1	10 15	.....	1 25

*Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
*Fall Creek, via Pittsburg ..Pa.	.....	§	19 00	16 75	2 30
Fargo, via St. Paul.. N. Dak.	.....	2	23 28	.....	2 80
do via Chicago and St. Paul.	.....	..	23 28	.....	2 80
Faribault .....Minn.	.....	2	15 02	.....	1 85
do via Peoria	.....	2	15 02	.....	1 85
do via Chicago	.....	2	15 02	.....	1 85
§Farley, via Freeport .....Iowa	.....	1	10 09	.....	1 25
do via Dubuque or Burlington	.....	1	10 09	.....	1 25
Farmer City .....Ill.	.....	1	4 66	.....	60
do via Bloomington	.....	1	4 66	.....	60
Farmersville .....Texas	.....	2	18 20	.....	2 20
Farmington .....Minn.	.....	1	15 87	.....	1 95
do via Hastings	.....	1	15 87	.....	1 95
do via Peoria	.....	1	15 87	.....	1 95
do via Chicago	.....	1	15 87	.....	1 95
Farmington, via Donnellson..Ia.	.....	1	5 90	.....	75
Farmington .....Ill.	.....	1	5 20	.....	65
Farmington, via Bill. or Ogden or Granger or St. P. (See Rule 15) .....Wash.	62 50	5	50 00	42 50	6 00
do via Denver and Billings (See Rule 15)	62 50	5	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	5	58 50	51 00	7 05
§Fayette, via Memphis ....Miss.	.....	1	17 35	.....	2 10
§ do via Jackson, Miss.....	.....	2	17 35	.....	2 10
Fayette, via Mobery or Higbee . .. .Mo.	...	1	4 95	.....	60
do via Hannibal	.....	1	4 95	.....	60
do via M. K. & T.	.....	1	4 95	.....	60
Fayetteville .....Ark	.....	1	10 62	.....	1 30
§Fayetteville, via Louisville or Cincinnati, C. & O. and Richmond .....N. C.	.....	2	25 85	.....	3 90
§ do via Louis. or Cin. and Sanford	.....	2	25 85	.....	3 90
§ do via Atlanta	.....	2	25 85	.....	3 90
§ do via Chattanooga and Morristown	.....	2	25 85	.....	3 90
§ do via Cin. or Colum. and Petersburg	.....	2	25 85	.....	3 90
Fayetteville .....Tenn.	.....	2	13 70	.....	2 05
do via Cairo	.....	2	13 70	.....	2 05
do via Louisville	.....	2	17 20	.....	2 05
Fayetteville .....Tex.	.....	2	23 65	.....	2 85
Ferdinand .....Ind.	.....	1	6 00	.....	90
do via Evansville	.....	1	6 48	.....	90
Fergus Falls .....Minn.	.....	3	21 63	.....	2 60
do via Chicago, Peoria or Bloom.	.....	3	21 63	.....	2 60

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Fernandina, via River Jct...Fla.	.....	2	25 25	.....	3 80
do via Nash., Chat., Atl., and Everett or Lake Cy.	.....	2	25 25	.....	3 80
do via Birmingham, Atlanta and Everett	.....	2	25 25	.....	3 80
do via Montgomery, Cordele and Lake City	.....	2	25 25	.....	3 80
do via Cincinnati	.....	2	25 25	.....	3 80
do via Tupelo or Holly Spgs. and Everett	.....	2	25 25	.....	3 80
do via Memphis	.....	2	25 25	.....	3 80
Findlay .....Ohio	.....	1	11 20	.....	1 35
do via Indianapolis and Hamilton	.....	1	11 20	.....	1 35
do via Dayton or Piqua	.....	1	11 20	.....	1 35
do via Indianapolis and Urbana	.....	1	11 20	.....	1 35
do via Indianapolis and Bellefontaine	.....	1	11 20	.....	1 35
do via Indianapolis and Springfield	.....	1	11 20	.....	1 35
do via Cincinnati	.....	1	11 20	.....	1 35
do via Chicago or Bloomington	.....	1	11 20	.....	1 35
§Findley .....Ill.	.....	1	3 43	.....	45
Fishers .....Minn.	.....	3	25 09	.....	3 05
do via Chicago	.....	3	25 09	.....	3 05
Fitchburg .....Mass.	.....	§	24 50	21 00	2 95
do via Akron, Binghamton and Troy	.....	§	24 50	21 00	2 95
do via Buffalo and Rotterdam or Troy	.....	§	24 50	21 00	2 95
do via Cincinnati	.....	§	24 50	21 00	2 95
do via New York and Rail..	Add to N. Y. rate $4.58				
do via Fall River Line and Mansfield, May 1 to Oct. 31 (See Rule 27).....	Add to N. Y. rate $4.00				
do via Fall River Line and Mansfield, Nov. 1 to April 30 (See Rule 27).....	Add to N. Y. rate $3.30				
do via Pro. or Ston. line and Mansfield, May 1 to Oct. 31 (See Rule 27).....	Add to N. Y. rate $4.00				
do via Ston. line and Mansfield, Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $3.30				
Fitchburg .....Mass. via Stonington Line, Worcester and Clinton—Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $3.45				

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Fitchburg, via Norw. Line, Sterling Junc., and Worcester —Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $3.10				
do via Prov. or Ston. Line, Worcester or Sterling Junc.—May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $4.10				
do via Norw. Line and Clinton—Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $3.20				
do via Norw. Line and Clinton—May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $4.00				
Fitzgerald, via Atlanta, Birm. or Mont. . .....Ga.	.....	2	23 15	.....	3 45
Flandreau .....S. Dak.	.....	3	17 68	.....	2 15
Flatonia .....Tex.	.....	3	24 25	.....	2 90
do via San Antonio	.....	3	24 25	.....	2 90
do via Waco or Houston.....	.....	3	24 25	.....	2 90
do via New Orleans	.....	3	24 25	.....	2 90
do via Kansas City	.....	3	*24 25	.....	2 90
Flagstaff .....Ariz.	.....	5	53 85	47 50	6 50
Flint .....Mich.	.....	1	12 53	.....	1 55
do via Chicago	.....	1	12 53	.....	1 55
do via South Bend or Vicksburg	.....	1	12 53	.....	1 55
do via Toledo	.....	1	12 53	.....	1 55
do via Detroit	.....	1	13 37	.....	1 65
Flora .....Ill.	.....	1	3 05	.....	40
Flora, ...Miss.	.....	2	16 80	.....	....
Florence, ...Ala.	.....	1	11 35	.....	1 70
do via Memphis or Grand Junction	.....	1	11 35	.....	1 70
do via Corinth	.....	1	11 35	.....	1 70
do via Ev. and Columbia	.....	2	11 35	.....	1 70
do via Decatur	.....	2	15 10	.....	2 25
do via Louisville	.....	2	18 60	.....	2 25
Florence, ...Kan.	.....	1	12 20	.....	1 50
do via Augusta	.....	1	12 80	.....	1 50
Florence, ...S. C.	.....	2	25 35	24 35	3 70
Fonda, via Buffalo or Susp. Bridge, ... N. Y.	.....	*	21 55	19 00	2 60
§Fonda, ...Ia.	.....	2	12 96	.....	1 55
§ do via Burlington	.....	1	12 96	.....	1 55
§ do via Freeport	.....	1	12 96	.....	1 55
Fon du lac, ...Wis.	.....	1	11 95	.....	1 45
do via Chicago	.....	1	11 95	.....	1 45

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Fontanelle, via St. Joseph..Iowa.	.....	2	12 44	.....	1 40
do via Burlington	.....	1	11 42	.....	1 40
Fordyce, ...Ark.	.....	2	12 77	.....	1 55
Forest, ...O.	.....	1	11 05	.....	1 35
do via Cincinnati or Chicago	.....	1	11 05	.....	1 35
do via Ft. Wayne or Bloomington	.....	1	11 05	.....	1 35
do via Indianapolis and Bellefontaine	.....	1	11 05	.....	1 35
Forest, via Indianapolis and Urbana, ...O.	.....	1	11 05	.....	1 35
do via Indianapolis and Springfield	.....	1	11 05	.....	1 35
§Forest City, ...Iowa.	.....	2	13 11	.....	1 60
Forest City, via St. Joseph, Mo.	.....	1	9 35	.....	1 10
§Forest City, ...Ark.	.....	1	8 96	.....	1 15
§ do via Memphis and C. R. I. and P. (See Rule 30.....	.....	1	9 52	.....	1 15
§ do via Brinkley	.....	1	9 52	.....	1 15
Forreston, ...Ill.	.....	1	8 28	.....	1 00
do via Aurora	.....	1	8 75	.....	1 00
Fort Collins, via Denver, Col.....	.....	2	25 70	.....	3 10
do via Council Bluffs or Omaha	.....	2	25 70	.....	3 10
Fort Custer, via K. C., St. Joe or C. B., ...Mont.	.....	1	33 85	30 05	4 10
Fort Dodge, ...Iowa.	.....	2	12 30	.....	1 50
§ do via Freeport	.....	2	12 30	.....	1 50
do via Dubuque or Burlington	.....	2	12 30	.....	1 50
Fort Gaines, via Evans. and Mont., ...Ga.	.....	2	20 65	.....	3 10
do via Cor. and Chatt.	.....	2	20 65	.....	3 10
do via Holly Springs, Tup. or Col., ...Miss.	.....	2	20 65	.....	3 10
do via Mem. or Grand Jct. and Chattanooga	.....	2	20 65	.....	3 10
do via Montgomery	.....	2	20 65	.....	3 10
do via Louisville and Montgomery	.....	2	20 65	.....	3 10
Fort Gibson, via Little Rock, I. T.	.....	2	17 23	.....	2 10
do via Frisco Sys. and Fayetteville	.....	..	12 50	.....	1 50
do via Mo. Pac. and Coffeyville	.....	2	12 50	.....	1 50
Fort Howard, via Chicago, ...Wis.	Same as Green Bay.				
§Fort Keogh, via St. Paul, ...Mont.	.....	4	38 85	30 05	4 10
do via Chicago and St. Paul	.....	4	38 05	34 70	4 60

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Fort Laramie, via Wyo., ..Wyo.	.....	2	26 50	.....	3 20
Fort Madison, ...Iowa.	.....	1	5 70	.....	70
do via Boat	5 75	..	.....	3 50	....
do via Boat	3rd class or deck			2 25	....
Fort Mason, ...Fla.	.....	2	29 55	.....	4 45
Fort Meade, ...Fla.	.....	2	31 60	.....	4 75
Fort Morgan, ...Col.	.....	..	23 40	.....	2 70
§Fort Meyers, ...Fla.	.....	7	34 35	.....	5 15
Fort Ogden, via River Junction, ...Fla.	.....	2	33 10	.....	4 95
do via Waycross or Montgomery	.....	2	33 10	.....	4 95
do via Cincinnati	.....	2	33 10	.....	4 95
do via Holly Springs and Everett	.....	2	33 10	.....	4 95
Fort Payne, via Chattanooga, ...Ala.	.....	2	15 40	.....	2 30
Fort Pierce, ...Fla.	.....	2	32 50	.....	4 90
Fort Reno, ...O. T.	.....	2	17 25	.....	2 10
do via Brinkley, Wister, South McAlester or Oklahoma City	.....	2	17 25	.....	2 10
do via Kansas City	.....	2	17 25	.....	2 10
Fort Riley, ...Kan.	.....	..	11 55	.....	1 40
Fort Russell (See Rule 15), Wyo.	.....	2	24 70	.....	3 00
do via Denver	.....	2	24 70	.....	3 00
Fort Scott, ...Kan.	.....	1	8 95	.....	1 10
do via Kansas City	.....	1	*8 95	.....	1 10
do via Springfield	.....	1	9 15	.....	1 10
Fort Smith, via Monett or Wagoner, ...Ark.	.....	2	12 50	.....	1 50
do via Little Rock	.....	2	15 15	.....	1 85
Fort Sill, ...O. T.	.....	2	18 90	.....	2 30
Fort Spring, via Cincin., C. & O. Ry., ...W. Va.	.....	2	18 00	16 80	2 30
do via Lou. and C. & O.	.....	2	18 00	16 80	2 30
Fort Valley, via Louis. and Burgin, ...Ga.	.....	2	21 25	.....	3 15
do via Nash., Chatt. and Atlanta	.....	2	21 25	.....	3 15
do via Evansville and Montgomery	.....	2	21 25	.....	3 15
do via Cor. or Grand Jct. and Chattanooga	.....	2	21 25	.....	3 15
do via Tup., Hol. Spgs. or Cols. and Birmingham	.....	2	21 25	.....	3 15
do via Montgomery	.....	2	21 05	.....	3 15

§Continuous passage only.

*Basing rate only; less through rate than $11.00 not to be used.

No tickets to be sold from St. Louis via Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Fort Wayne, ...Ind.	.....	1	10 00	.....	1 20
do via Indianapolis	.....	1	10 00	.....	1 20
do via Chicago or Bloomington	.....	1	10 00	.....	1 20
Fort Worth, ...Tex.	.....	2	19 40	.....	2 35
do via Kansas City	.....	2	*19 40	.....	2 35
do via Sapulpa and Shermar	.....	2	19 40	.....	2 35
do via Hugo and Madill	.....	2	19 40	.....	2 35
do via Chickasha or Enid	.....	2	19 40	.....	2 35
do via Vernon	.....	2	21 40	.....	2 35
Foster, via Butler, ...Mo.	.....	1	8 65	.....	1 05
Fostoria, ...O.	.....	1	11 65	.....	1 40
do via Indianapolis	.....	1	11 65	.....	1 40
do via Cincinnati	.....	1	11 65	.....	1 40
do via Chicago or Bloomington	.....	1	11 65	.....	1 40
Fountain City .....Wis.	.....	1	14 70	.....	1 80
do via Boat	15 00	..	.....	7 75	....
do via Boat	3rd class or deck			5 75	....
Fox Lake, ...Wis.	.....	1	12 20	.....	1 50
do via Chicago	.....	1	12 20	.....	1 50
Framingham, via Albany..Mass.	.....	*	25 00	21 50	3 00
do via Fall River Line—May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $3.90 limited.				
do via Fall River Line—Nov. 1 to April 30, (See Rule 27)	Add to N. Y. rate $3.50 limited.				
do via N. Y. and Rail.....	Add to N. Y. rate via route of ticket $4.50 all classes.				
Frankfort, ...Ind.	.....	1	7 40	.....	90
do via Bloomington	.....	1	7 40	.....	90
Frankfort, ...Ky.	.....	1	9 65	.....	1 55
do via Cincinnati	.....	1	10 40	.....	1 55
Frankfort, ...Kan.	.....	1	10 85	.....	1 30
Frankfort, ...Mich.	.....	2	16 03	.....	1 95
do via Chicago and Manitou Steamship Co. (Meals and berth extra)	.....	4	B12 50	.....	....
Franklin, via Indianapolis, ..Ind.	.....	1	8 00	.....	1 00
do via Seymour	.....	1	8 00	.....	1 00
Franklin, via Evansville, ...Ky.	.....	1	10 36	.....	1 55
do via Louisville	.....	1	10 36	.....	1 55
Franklin, ...Tenn.	.....	1	10 58	.....	1 60
do via Martin	.....	1	10 58	.....	1 60
do via Louisville	.....	1	14 10	.....	1 60

*Basing rate only.

B For basing purposes, selling from or through St. Louis not to be less than $59.15.

‡Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Franklin . . . . . Pa.	.....	*	16 40	14 65	2 00
do via Urbana, Dayton or Chicago	.....	*	16 40	14 65	2 00
do via Indianapolis and Pittsburg	.....	*	16 40	14 65	2 00
do via Cleveland, Galion or Akron	.....	*	16 40	14 65	2 00
§ do Huntington	.....	..	16 40	14 65	2 00
Franklin, ... Neb.	.....	2	15 79	.....	1 90
Frazee, ... Minn.	.....	3	21 81	.....	2 65
do via Chicago	.....	3	21 81	.....	2 65
§Frederick, ... Md.	.....	*	20 25	17 00	2 45
§ do via Pittsburg or Wheeling and B. & O. (See Rule 11)	.....	..	20 25	17 00	2 45
do via Pittsburg and Harrisburg	.....	*	20 25	17 00	2 45
do via Cincin. or Col. and B. & O.	.....	*	20 25	17 00	2 45
Fredricksburg . . . . . Va.	.....	..	21 75	18 00	2 65
§ do via Washington (See Rule 11)	.....	*	21 75	18 00	2 65
Frederickton, via Albany, Troy or Rott. Junc. and Boston, ... N. B.	.....	4	34 70	29 20	4 20
do via Montreal, Norwood or Malone	.....	4	34 70	29 20	4 20
Fredonia, ... Kan.	.....	1	11 10	.....	1 30
Freeport, ... Ill.	.....	1	8 66	.....	1 05
do via Chicago	.....	1	9 07	.....	1 05
Fremont, ... Neb.	.....	2	12 60	.....	1 55
do via Kansas City	.....	2	12 60	.....	1 50
Fremont, ... Ohio.	.....	1	12 25	.....	1 50
do via Cincinnati	.....	2	12 25	.....	1 50
Fremont, via Muncie, ... Ohio.	.....	1	12 25	.....	1 50
do via Chicago or Bloomington	.....	1	12 25	.....	1 50
§French Lick Springs, ... Ind.	.....	1	7 23	.....	90
Fresnillo, via Eagle Pass, . . Mex.	.....	8	53 80	46 80	....
do via El Paso	.....	8	53 80	46 80	....
do via Kansas City	.....	6	53 80	46 80	....
Do via Wichita	.....	8	53 80	46 80	....
do via New Orleans	.....	8	53 80	46 80	....
Fresno, ... Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10
do via Denver, Col. Springs or Pueblo and Albuq. . . .	67 50	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
do via Ogden and San Francisco (See Rule 15)	.....	6	57 50	.....	8 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Fresno via New Orleans	A67 50	6	B57 50	C47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
Friend, Neb.	.....	1	13 97	.....	1 65
Fruitdale, via M. & O., Ala.	.....	1	16 85	.....	2 05
Fruitland Park, Fla.	.....	2	29 20	.....	4 40
Fulton, Ill.	.....	1	8 45	.....	1 00
§Fulton, Mo.	.....	1	4 05	.....	40
Fulton, Ky.	.....	1	6 15	.....	75
Fulton, Ark.	.....	1	14 23	.....	1 75
Fulton Chain, via Buffalo or Susp. Bridge, N. Y.	.....	1	22 06	20 55	2 65
Gadsden Ala.	.....	2	15 50	.....	2 35
Gainesville, Ark.	.....	..	6 43	.....	80
Gainesville, Fla.	.....	3	27 40	.....	4 10
Gainesville, via Nash. and Chatt. and Atlanta, Ga.	.....	2	20 20	.....	3 05
do via Columbus, Miss.	.....	2	20 20	.....	3 05
do via Cairo and Nashville	.....	2	20 20	.....	3 05
do via Corinth or Grand Junction and Chattanooga	.....	2	20 20	.....	3 05
do via Louisville, Nashv. and Chattanooga	.....	2	20 20	.....	3 05
do via Louisville and Burgin	.....	2	20 20	.....	3 05
do via Cincinnati and Chattanooga	.....	2	20 20	.....	3 05
do via Memphis or Tupelo	.....	2	20 20	.....	3 05
do via Holly Springs and Birmingham	.....	2	20 20	.....	....
Gainesville, Tex.	.....	2	18 20	.....	2 20
do via Frisco Sys. and Wichita or Arkan. City	.....	2	18 20	.....	2 20
do via Kansas City	.....	2	*18 20	.....	2 20
Gale, Ill.	.....	1	3 93	.....	50
Galena, Ill.	.....	1	9 46	.....	1 15
do via Chicago	.....	1	12 34	.....	1 50
Galena Junction Ill.	.....	1	9 46	.....	1 15
§Galena, Kan.	.....	1	9 55	.....	1 15
§ do via Kansas City	.....	1	‡9 55	.....	1 15
Galesburg Kan.	.....	1	10 35	.....	1 25
do via Parsons	.....	1	10 35	.....	1 25
Galesburg, via C. B. & Q. Ill.	.....	1	5 70	.....	70
do via Peoria	.....	1	5 70	.....	70
do via Decatur	.....	2	6 90	.....	70

A—for basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

§Continuous passage only. *Basing rate only. ‡Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. L. via K. C.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Gallon . . . . . Ohio	.....	1	11 60	.....	1 40
do via Indianapolis and Springfield	.....	1	11 60	.....	1 40
do via Indianapolis and Columbus	.....	1	11 60	.....	1 40
do via Indianapolis and Dayton or Urbana	.....	1	11 60	.....	1 40
do via Chicago or Bloom....	.....	1	11 60	.....	1 40
do via Cincinnati	.....	*	11 60	.....	1 40
Gallatin . . . . . Mo .	.....	1	7 47	.....	90
Gallatin, via St. Paul or B. & M. and Billings, ...Mont.	.....	4	38 95	34 35	4 70
do via Chicago and St. Paul.	.....	4	47 45	42 85	5 70
Gallatin, via Evansv. ....Tenn.	.....	2	10 36	.....	1 55
do via Louisville	.....	2	10 36	.....	1 55
Galliopolis, via Cinti .....Ohio	.....	*	13 35	.....	1 65
do via Bloomington	.....	1	13 35	.....	1 65
do via Columbus	.....	1	13 35	.....	1 65
do via Athens or Dundas...	.....	1	13 35	.....	1 65
Galup . . . . . N. M.	.....	4	45 20	42 40	5 45
do via Burrton or Kansas City	.....	4	45 20	42 40	5 45
Galt . . . . . Ont.	.....	2	17 71	16 00	2 15
do via Chicago	.....	2	17 71	16 00	2 15
Galva . . . . . Ill.	.....	1	6 30	.....	80
Galveston . . . . . Tex.	.....	2	25 10	.....	3 00
do via Paris or Ft. Worth..	.....	2	25 10	.....	3 00
do via Denison or Sherman.	.....	2	25 10	.....	3 00
do via New Orleans	.....	*	25 10	.....	3 00
Gambier . . . . . Ohio	.....	1	12 20	.....	1 50
do via Chicago	.....	1	12 20	.....	1 50
Ganado . . . . . Tex.	.....	2	25 35	.....	3 05
§ do via Houston	.....	2	25 35	.....	3 05
§ do via. New Orleans and Houston	.....	2	25 35	.....	3 05
Garden Grove . . . . . Iowa	.....	1	8 92	.....	1 20
do via Chariton	.....	..	9 33	.....	....
do via St. Joseph	.....	1	12 11	.....	1 20
Gardner . . . . . Mass.	.....	*	24 50	21 00	2 95
Garland City . . . . . Ark.	.....	2	14 80	.....	1 80
§Garner . . . . . Iowa	.....	2	12 75	.....	1 55
Garnett . . . . . Kas.	.....	1	9 50	.....	1 15
do via Lawrence	.....	1	9 75	.....	1 20
Garos . . . . . Col.	.....	3	29 35	.....	3 55
Garrett . . . . . Tex.	.....	2	19 90	.....	2 40
do via Denison or Sherman.	.....	2	19 90	.....	2 40
do via Kansas City	.....	2	*19 90	.....	2 40

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Garrison, via Billings or Ogden or Granger or St. Paul (See Rule 15 .....Mont.	.....	4	40 00	35 00	4 80
do via Denver and Billings (See Rule 15)	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....	4	48 50	43 50	5 85
Gatesville . . . .Tex.	.....	2	22 95	.....	2 75
do via Waco	.....	2	22 95	.....	2 75
do via Kansas City	.....	2	†22 95	.....	2 75
Gault . . ..Mo.	.....	..	7 70	.....	....
§Gaylord . . ..Kan.	.....	2	15 35	.....	1 85
Gaylord . . . .Mich.	.....	2	17 25	.....	2 10
Gaylord . . ..Minn.	.....	3	17 87	.....	2 15
do via Chicago	.....	3	17 87	.....	2 15
Geary, via Brinkley, Wister, Holdenville or Okla. City . . . .O. T.	.....	1	17 75	.....	2 15
Geneseo . . . .Kan.	.	2	14 15	.....	1 70
Geneva, via Buffalo .....N. Y.	.....	*	20 50	18 00	2 50
Geneva . . . .Neb.	.....	2	14 10	.....	1 70
§Genoa, via Chicago .....Ill.	.....	1	8 60	.....	95
Genoa . . ..Tex.	.....	2	24 05	.....	2 90
Gentry, via Kansas City...Ark.	.....	1	11 00	.....	1 35
do via Neosho	.....	1	11 00	.....	1 35
Georgetown . . ..Col.	.....	2	26 85	.....	3 25
do via Omaha & Denver....	.....	2	26 85	.....	3 25
Georgetown, via Cincinnati..Ky.	.....	*	10 35	.....	1 25
do via Louisville	.....	1	10 35	.....	1 25
Georgetown . . ..La.	.....	1	18 00	.....	2 20
Georgetown . . ..Tex.	.....	2	23 85	.....	2 90
do via Kansas City	.....	2	†23 85	.....	2 90
Gettysburg, via Pitts. and Harrisburg . . . .Pa.	.....	*	20 00	17 00	2 40
§ do via Parkersburg, Pitts or Wheeling and Cherry Run or Martinsburg (See Rule 11)	.....	*	20 00	17 00	2 40
Gibson . . . .Ill.	.....	1	5 22	.....	60
Gibson . . . .I. T.	.....	1	12 40	.....	1 50
§Giddings . . ..Tex.	.....	2	23 65	.....	2 85
Gilman . . . .Ill.	.....	1	5 90	.....	75
do via Chenoa	.....	1	5 90	.....	75
do via Ashley	.....	1	5 90	.....	70
Gilmer . . ..Tex.	.....	2	17 55	.....	2 15
Gill's Landing . .....Wis.	.....	1	13 40	.....	1 65
do via Chicago	.....	1	13 40	.....	1 65
Gillett . . . .Ark.	.....	1	11 59	.....	1 40
Gillette . . ..Wyo.	.....	3	31 85	30 05	3 85
§Girard . . . .Kan.	.....	1	9 75	.....	1 20
§ do via Frisco Sys. and Carl. Junc.	.....	1	9 75	.....	1 20

§Continuous passage only. †Basing Rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Girard via Kansas City	.....	1	† 9 75	.....	1 20
Girard . . . . . Ill.	.....	1	2 25	.....	35
§ do via Columbia	.....	1	9 75	.....	1 20
Givin . . . . . Iowa	.....	1	7 95	.....	95
do via Peoria . .	.....	1	7 95	.....	95
Gladbrook . . . . . Iowa	.....	1	10 35	.....	1 25
Glasgow, via Louisville....Ky.	.....	1	10 50	.....	1 60
do via Evansville	.....	1	10 50	.....	1 60
Glasgow . . . . . Mo.	.....	1	4 95	.....	60
do via Wabash	.....	1	4 95	.....	60
Glasgow . . . . . Mont.	.....	4	38 70	33 50	4 65
do via Chicago and St. Paul	.....	4	38 70	33 50	4 65
Glasgow Junct., via Evansv. and Guth . . . . . Ky.	.....	1	10 00	.....	1 50
Glazier . . . . . Tex.	.....	2	19 17	.....	2 30
do via Kansas City	.....	2	19 17	.....	2 30
Glencoe . . . . . Minn.	.....	3	17 06	.....	2 05
do via Chicago	.....	3	17 06	.....	2 05
Glendale, via Billings or Ogden or Granger and Hunt. or St.Paul(See Rule 15).Ore	.....	6	57 50	47 50	8 10
do via Albq. and Bak. or Ogd. and Sac. or San Fr.	.....	6	57 50	‡47 50	8 10
do via Fort Worth, Deming or El Paso, Sac. or San Francisco & Shasta route	.....	6	62 50	‡52 50	8 70
§Glendive, via St. Paul..Mont.	.....	4	33 85	30 05	4 30
do via Chicago and St. Paul	.....	4	35 60	32 65	4 30
Glen Haven . . . . . Wis.	.....	1	11 35	.....	1 40
do via Boat	.....	1	11 50	6 00	....
do 3d class or deck	.....	..	.....	4 50	....
Glenullen . . . . . N. Dak.	.....	3	30 85	27 60	3 70
do via Chicago .	.....	3	30 85	27 60	3 70
Glenwood, via Pacific Jct.Iowa	.....	2	11 25	.....	1 35
do via Burlington	.....	2	11 25	.....	1 35
Glenwood . . . . . Minn.	.....	3	19 90	.....	2 40
do via Chicago .	.....	3	19 90	.....	2 40
Glenwood . . . . . Mo.	.....	1	6 83	.....	85
Glenwood Junc. . . . . Mo.	.....	1	6 86	.....	80
Glenwood Springs, via Den. or Pueblo . . . . . Col.	.....	3	36 50	35 00	4 40
Glyndon, ... Minn.	.....	2	23 07	.....	2 80
do via Chicago	.....	2	23 07	.....	2 80
do via Boat and St. Paul....	23 07	.....	.....	17 57	....
Goddard, ... Kan.	.....	1	13 50	.....	1 65

§Continuous passage only.

†Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis via Kansas City.

‡Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Golconda, ... Ill.	.....	1	4 94	.....	60
Golden, ... Col	.....	2	25 10	.....	3 05
do via Omaha and Denver	...	2	25 10	.....	3 05
do via Elisworth	.....	2	25 10	.....	3 05
§Golden City, via Springfield, ... Mo.	.....	1	8 48	.....	1 05
Goldfield, ... Iowa.	.....	2	12 33	.....	1 50
Goldman, ... Ark.	.....	2	10 69	.....	1 30
Goldsboro, ... N. C.	.....	2	26 35	22 35	4 05
do via Atlanta and Southern Ry.	.....	2	26 35	22 35	4 05
do via Chattanooga	.....	2	26 35	22 35	4 05
§ do via Washington	.....	2	28 85	25 60	4 05
do via Cincinnati or Louisville, C. & O., Lynchburg, Charlottesville or Richmond	.....	2	26 35	22 35	4 05
do via Cin., Chillicothe or or Columbus, N. & W., and Lynchburg	.....	2	26 35	22 35	4 05
do via Louisville and Jellico or Harriman	.....	2	26 35	22 35	4 05
do via Cincinnati and Jellico or Harriman	.....	2	26 35	22 35	4 05
do via Memphis	.....	2	26 35	22 35	4 05
do via Corinth or Grand Junction	.....	2	26 35	22 35	4 05
do via Union City or Martin and Chattanooga	.....	2	26 35	22 35	4 05
do via Louisville or Cincinnati and Norton	.....	2	26 35	22 35	4 05
Gonzales, ... Tex.	.....	3	25 35	.....	3 05
do via Waco and Flatonia ..	.....	3	25 35	.....	3 05
do via San San Antonio	.....	3	27 15	.....	3 05
do via New Orleans	.....	3	25 35	.....	3 05
do via Kansas City	.....	3	•25 35	.....	3 05
§Goodman, via Momence, ..Ind.	.....	1	7 00	.....	85
§Goodwine, ... Mo.	.....	1	6 25	.....	75
§ do via Cissna Junction	.....	1	6 31	.....	80
Gordon, via St. Paul or B. & M. and Billings, ...Mont.	.....	4	37 95	33 50	4 60
do via Chicago and St. Paul.	.....	4	46 45	42 00	5 60
Gordon, ... Tex.	.....	2	21 60	.....	2 60
do via Fort Worth	.....	2	21 60	.....	2 60
do via Kansas City	.....	2	•21 60	.....	2 60
Gordon, via Montgomery, ..Ala.	.....	2	21 02	.....	3 15
do via Louisville or Cincinnati	.....	2	21 60	.....	3 15

§Continuous passage only.
•Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Gordonsville, via Cincinnati or Louisville ..... Va.	.....	*	20 25	17 00	2 45
do via Nashville	.....	2	24 90	.....	3 75
§ do via Washington	.....	2	23 10	19 85	2 90
Goshen, ...Cal.	67 50	5	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via Denver, Colo. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
Goshen, ...Cal. via Ogden and San Francisco (See Rule 15).....	.....	6	57 50	.....	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
Goshen, ...Ind.	.....	1	9 30	.....	1 15
do via Anderson	.....	1	9 30	.....	1 15
do via Chicago	.....	1	9 30	.....	1 15
Goshen, ...N. Y.	.....	§	21 00	19 00	2 50
Goshen, via Cin. and C. & O., Va.	.....	§	20 20	17 00	2 45
do via Louisv. and C. & O...	.....	§	20 20	17 00	2 45
Gosport, via Limedale or Greencastle, ...Ind.	.....	1	6 53	.....	85
do via Vincennes	.....	1	6 53	.....	85
§Gowrie, ...Iowa.	.....	2	11 87	.....	1 45
Graceville, ...Minn.	.....	3	21 50	.....	2 60
do via Chicago	.....	3	21 50	.....	2 60
Grafton, ...N. Dak.	.....	3	26 75	26 00	3 20
do via Chicago	.....	3	26 75	26 00	3 20
do via Boat and St. Paul.....	26 75	..	.....	20 50	....
Grafton, ...O.	.....	1	13 25	13 00	1 60
do via Cincinnati	.....	§	13 25	13 00	1 60
§Grafton, via Parkersburg, Pittsburg or Wheeling (See Rule 11) .....W. Va.	.....	1	17 25	15 60	2 10
Granbury, via Ft. Worth....Tex.	.....	3	20 60	.....	2 50
Granby, ...Mo.	.....	1	9 11	.....	1 10
§Grand Crossing, ...Ill.	.....	1	7 40	.....	90
Grand Forks, ...N. Dak.	.....	3	25 55	.....	3 10
do via Chicago or Bloomington	.....	3	25 55	.....	3 10
do via Boat and St. Paul....	25 55	..	.....	20 05	....

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B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Grand Haven, ...Mich.	.....	1	12 44	.....	1 55
do via Chicago	.....	1	12 44	.....	1 55
do via Anderson and Benton Harbor		1	12 44	.....	1 55
Grand Island, ...Neb.	.....	2	15 70	.....	1 90
Grand Junction, ...Tenn.	.....	1	9 95	.....	1 20
do via Memphis	.....	1	10 00	.....	1 50
do via Corinth	.....	1	9 95	.....	1 20
Grand Junction, ...Iowa.	.....	2	11 35	.....	1 40
do via Keokuk and C. R. I. & P.	.....	2	11 35	.....	1 40
Grand Junction, ...Col.	.....	3	37 50	35 00	4 50
Grand Rapids, ...Mich.	.....	1	11 77	.....	1 45
do via Richmond	.....	1	11 77	.....	1 45
do via Ft. Wayne	.....	1	11 77	.....	....
do via Anderson and Elkhart	.....	1	11 77	.....	1 45
do via Anderson and Benton Harbor	.....	1	11 77	.....	1 45
do via Winchester and Lynn	.....	1	11 77	.....	1 45
do via Chicago	.....	1	11 77	.....	1 45
Grand Rapids, ...Wis.	.....	2	14 90	.....	1 80
do via Chicago or Bloomington	.....	2	14 90	.....	1 80
Grand Tower, ...Ill.	.....	1	3 32	.....	40
Granger (See Rule 15), ..Wyo.	.....	3	37 50	35 00	4 50
Granger . . . .Ind.	.....	1	9 30	.....	1 15
do via Chicago	.....	1	9 30	.....	1 15
Granite, ...Col.	.....	3	31 55	.....	3 80
Granite, ...O. T.	.....	1	20 05	.....	2 45
do via Beaumont Junction and Hobart	.....	1	20 05	.....	2 45
do via Chickasha	.....	1	20 05	.....	2 45
do via Kansas City		1	20 05	.....	2 45
‡Granite Falls, ...Minn.	.....	3	18 40	.....	2 20
‡ do via Chicago	.....	3	18 40	.....	2 20
Grant City, via Burlington, Mo.	.....	1	11 64	.....	1 50
do via St. Joseph	.....	2	9 64	.....	1 15
Grantsburg, ...Ill.	.....	1	4 36	.....	55
Grantsdale, via St. P. or B. & M. and Billings ..... Mont.	.....	4	43 70	28 70	5 25
do via Chicago and St. Paul	.....	4	52 20	47 20	6 30
Grant's Pass, via Alb. and Bak. or Ogden and Sacramento or San Francisco, ...Ore.	.....	6	57 50	*47 50	8 10
do via Ft. W., Dem. or El Paso, Sac. or San Fran. and Shasta Route	.....	6	62 50	*52 50	8 70

‡Continuous passage only.
*Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Grant's Pass via Billings or Ogden or Granger and Hunt, or St. Paul, (See Rule 15)	.....	6	57 50	47 50	8 10
Gravenhurst, ...Ont.	.....	2	22 00	19 20	2 65
Gravett, ...Ark.	.....	1	10 75	.....	1 30
Grayson Springs, ...Ky.	.....	1	9 28	.....	1 40
do via Ill. Cent. and Cairo or Paducah	.....	1	8 90	.....	1 10
§Grayville . .....Ill.	.....	1	4 31	.....	55
§ do via Olney	.....	1	4 31	.....	55
§ do via Eldorado	.....	2	4 31	.....	55
§ do via Browns	.....	1	4 31	.....	55
§ do via Carmi	.....	1	4 31	.....	55
§ do via Mt. Pulaski	.....	1	5 50	.....	70
Great Bend, via Buff. Susp. Bridge, or Sal. .....Pa.	.....	..	20 92	18 42	2 50
Great Bend . .....Kan.	.....	2	15 15	.....	1 85
do via Burrton	.....	2	15 15	.....	1 35
Great Falls, via St. Paul..Mont.	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....	4	46 50	42 00	5 60
Greeley, via Denver (See Rule 15) . . ..Col.	.....	2	24 50	.....	2 95
do via Omaha	.....	2	24 50	.....	2 95
do via Kansas City or Council Bluffs	.....	2	24 50	.....	2 95
§ do via Burrton or Ellsworth, Denver and Col. Southern	.....	2	24 50	... .	2 95
Greeley Center .....Neb.	.....	2	16 80	.....	2 05
Green Bay . .....Wis.	.....	1	13 40	.....	1 65
do via Chicago	.....	1	13 40	.....	1 65
Greencastle ..... Ind.	.....	1	6 24	.....	75
Greencastle, via Pitts. and Harrisburg . . ..Pa.	.....	..	20 00	17 00	2 40
§ do via Parkersburg, Pittsburg or Wheeling and Cherry Run or Martinsburg (See Rule 11).....	.....	..	20 00	17 00	2 40
Green Cove Springs .....Fla.	.....	2	26 15	.....	3 90
§Greenfield, via Springfield . . ..Mo.	.....	1	8 16	.....	1 00
§ do via Aurora	.....	1	8 57	.....	1 05
Greenfield . . ..Ill.	.....	1	1 82	.....	25
Greenfield . . ..Ind.	.....	1	8 00	.....	1 00
Greenfield . . ..Ia.	.....	1	11 22	.....	1 40
Greenfield . . ..Mass.	.....	..	23 50	20 00	2 85
do via Cincinnati	.....	..	23 50	20 00	2 85
Greenfield . . ..Ohio	.....	1	10 85	.....	1 30
Green Lake . . ..Wis.	.....	1	12 65	.....	1 55
do via Chicago	.....	1	12 65	.....	1 55
Green Ridge . . ..Mo.	.....	1	6 00	.....	75

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Green River (See Rule 15) Wyo.	.....	3	37 50	35 00	4 50
Greensboro, via Ev. and Birm. . . . .Ala.	.....	2	16 25	.....	2 45
do via Louisville	.....	2	24 75	.....	2 45
do via Tuscaloosa or Meridian and Akron ...	.....	2	16 25	.....	2 45
do via Tupelo or Holly Springs and Birm.	.....	2	16 25	.....	2 45
Greensboro . . . . . .N. C.	.....	2	22 95	19 95	3 45
do via Atlanta	.....	2	22 95	19 95	3 45
do via Cincinnati and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Cincinnati or Louisville, C. & O. and Lynchburg or Charlottesville..	.....	2	22 95	19 95	3 45
do via Cin., Chillicothe or Columbus N. & W. and Lynchburg or Winston-Salem	.....	2	22 95	19 95	3 45
Greensboro . . . .N. C. via Louisville and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Louisville or Cincinnati and Norton	.....	2	22 95	19 95	3 45
do via Memphis	.....	2	22 95	19 95	3 45
do via Corinth and Grand Junction	.....	2	22 95	19 95	3 45
do via Washington	.....	3	29 00	25 75	3 80
Greenburg, via Big 4.....Ind.	.....	1	7 70	.....	95
Greensburg . . . . . .Kan.	.....	1	16 15	.....	1 95
Greensburg, via Louisville..Ky.	.....	1	10 94	.....	1 65
do via Evansville and Guthrie	.....	1	10 94	.....	1 65
Greensburg, via Pittsburg...Pa.	.....	..	16 58	14 33	2 00
Greenup, via Cincinnati and C. & O. .....Ky.	.....	1	11 80	.....	1 95
Greenup . . . . . .Ill.	.....	1	3 86	.....	50
do via Olney	.....	1	3 86	.....	50
do via Mt. Pulaski	.....	1	3 98	.....	50
Greenville . . . . . .Ill.	.....	1	1 70	.....	25
§Greenville, via Ill. Cent and Cairo or Paducah....Ky.	.....	1	7 57	.....	95
§Greenville, via Memphis.Miss.	.....	1	13 70	.....	1 65
§ do via West Point.....	.....	2	13 70	.....	1 65
Greenville . . . . . .Ohio	.....	1	9 60	.....	1 10
do via Louisville	.....	1	14 10	.....	1 10
Greenville . . . . . .Pa.	.....	1	15 65	13 90	1 90
do via Cincinnati or Akron.	.....	1	15 65	13 90	1 90
do via Urbana or Dayton...	.....	1	15 65	13 90	1 90

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Greenville, via Atlanta....S. C.	.....	2	22 20	19 95	3 40
do via Corinth or Gd. Junc..	.....	2	22 20	19 95	3 40
do via Memphis	.....	2	22 20	19 95	3 40
do via Louisville and Atlanta	.....	2	22 20	19 95	3 40
do via Cincinati and Jellico or Harriman	.....	2	22 20	19 95	3 40
do via Louisville and Jellico or Harriman	.....	2	22 20	19 95	3 40
do via Cincinnati, Chatt. and Atlanta	.....	2	22 20	19 95	3 40
Greenville, via Chatta. ..Tenn.	.....	1	18 25	.....	2 75
do via Cincinnati and Jellico or Harriman	.....	1	18 25	.....	2 75
do via Louisville and Jellico or Harriman	.....	1	18 25	.....	2 75
Greenville . . . .Tex.	.....	2	17 75	.....	2 15
do via Denison	.....	2	17 75	.....	2 15
do via Paris	.....	2	17 75	.....	2 15
Greenville . . . .Ala.	.....	2	16 85	.....	2 25
§Greenwood, via Granada or Memphis . . . .Miss.	.....	1	13 20	.....	1 60
§ do via West Point	.....	2	13 20	.....	1 60
Greenwood (Cass Co. .....Neb.	.....	1	12 55	.....	1 55
Greenwood . . . .S. C.	.....	2	22 95	19 95	3 40
Gregory . . . .Mo.	.....	1	4 75	.....	55
§Granada . . . .Miss.	.....	1	12 20	.....	1 50
Grenola . . . .Kan.	.....	1	12 30	.....	1 50
do via Kansas City	.....	1	12 30	.....	1 50
Griffin, via Chatt. and Atlanta, ...Ga.	.....	2	19 70	.....	3 00
do via Union City and Nash.	.....	2	19 70	.....	3 00
do via Corinth or Gr. Jct. and Chattanooga	.....	2	19 70	.....	3 00
do via Tup. or Holly Spgs. and Birmingham	.....	2	19 70	.....	3 00
do via Cols., Miss & Atlanta	.....	2	19 70	.....	3 00
do via Mem. & Chatt.....	.....	2	19 70	.....	3 00
do via Martin	.....	2	19 70	.....	3 00
do via Cincinnati	.....	2	19 70	.....	3 00
do via Louisville and Burgin	.....	2	19 70	.....	3 00
Grinnell . . ..Iowa	.....	1	9 05	.....	1 10
Griggsville . . . .Ill.	.....	1	3 57	.....	45
do via Hannibal	.....	1	3 57	.....	45
Griswold, via St. Joseph..Iowa	.....	2	12 60	.....	1 40
do via Birmington	.....	1	11 83	.....	1 40
Groesbeck, ...Tex.	.....	2	21 75	.....	2 65
do via Kansas City	.....	2	†21 75	.....	2 65
Guadalupe, via Amarillo or Pecos. . .....Tex.	.....	3	31 40	.....	3 80
Guadalajara, via Eagle Pass ..... Mex.	.....	7	54 25	46 80	....

§Continuous passage only. †Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Guadalahara via Kansas City..	.....	7	54 25	46 80	....
do via El Paso	.....	7	54 25	46 80	....
do via New Orleans.....	.....	7	54 25	46 80	....
Guanajunto . . . .Mex. Sell to Marfil.					
Guaymas, via El Paso..Sonora	.....	6	64 75	61 05	....
do via New Orleans	.....	6	64 75	61 05	....
do via Kansas City or Burrton, A. T.&S.F. and Deming	.....	6	64 75	61 05	....
Guelph, ...Ont.	.....	2	17 71	16 00	2 15
do via Cincinnati and Detroit	.....	2	17 71	16 00	2 15
do via Chicago	.....	2	17 71	16 00	2 15
Guerdon, ...Ark.	.....	1	12 88	.....	1 55
Guernsey, via Alliance, ...Wyo.	.....	2	27 00	.....	3 25
do via Brush or Sterling	.....	2	27 00	.....	3 25
Guide Rock .....Neb.	.....	1	14 45	.....	1 75
Guines, via Havana and Rail . . ..Cuba.	A 2 63 more than Havana via route of ticket.				
Gulfport, via Jackson, Miss.Miss.	.....	1	18 00	.....	2 20
do via Meridian and Hattiesburg	.....	1	18 00	.....	2 20
Gunnison, ...Colo.	.....	3	33 45	.....	4 05
do via Omaha and Denver.	.....	3	33 45	.....	4 05
Guthrie, ...Ky.	.....	1	8 46	.....	1 15
§Guthrie, ...O. T.	.....	1	15 95	.....	1 95
do via Frisco System and Wichita or Ark. City....	.....	1	15 95	.....	1 95
do via Enid and D. E. & G. R. R.	.....	1	15 95	.....	1 95
§Guthrie Center, ...Iowa.	.....	1	11 65	.....	1 30
§Guttenburg, ...Iowa.	.....	1	10 88	.....	1 40
§ do via Chicago	.....	1	10 88	.....	1 40
§Guyman, ...O. T.	.....	1	20 55	.....	2 50
§ do via Medora	.....	..	.....	.....	....
Gypsum City, ...Kan.	.....	1	12 75	.....	1 55
§Hackett, ...Ark.	.....	1	12 98	.....	1 60
Hackberry, ...Ariz.	.....	5	57 50	47 50	8 10
Hager, ...Wis.	.....	2	16 00	.....	1 95
Hagerman, via Amarillo,..N. M.	.....	3	30 85	.....	3 70
do via Okla. City, Quannah and Amarillo	.....	3	30 85	.....	3 70
do via Pecos	.....	3	31 40	.....	3 70
Hagerstown, ...Ind.	.....	1	9 00	.....	1 10
§Hagerstown, via Parkersburg, Pitts. or Wheeling and E. & O. R. R. (See Rule 11) . . ..Md.	.....	..	20 00	17 00	2 40

§ Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Hagerstown via Pittsburg and Harrisburg	.....	..	20 00	17 00	2 40
Hailey, via Ogden or Granger (See Rule 15) .....Ida.	55 15	4	47 25	42 25	5 70
Haileyville, via Brinkley or Wister, ...I. T.	.....	1	14 55	.....	1 75
Hallettsville, via Houston, Tex.	.....	3	25 15	.....	3 05
do via Waco	.....	3	25 15	.....	3 05
Halifax, via Alb., Troy or Rott. Jct. and Boston .....N. S.	.....	4	38 50	30 50	4 65
do via Mont., Norwood and Malone	.....	4	38 50	30 50	4 65
do via New York and Rail....	Add to N. Y. rate, via route of ticket, $18.00.				
Halstad, ...Minn.	.....	3	24 26	.....	2 95
do via Chicago	.....	3	24 26	.....	2 95
Halsey, via Billings or Ogden or Granger or St. Paul, (See Rule 15) .....Ore.	.....	6	57 50	47 50	8 10
do via Albuq. and Bak. and Og. and Sac. and San Francisco	.....	6	57 50	*47 50	8 10
do via Ft. W., Dem., or El Paso, Sac. or San Fran. and Shasta Route	.....	6	62 50	*52 50	8 70
§Hamburg, via Montrose. ..Ark.	.....	1	14 79	.....	1 80
Hamburg, ...Iowa.	.....	1	10 85	.....	1 30
Hamden, ...Ohio.	.....	1	12 25	.....	1 55
Hamilton, ...Ohio.	.....	1	9 00	.....	1 10
do via Cincinnati	.....	§	9 00	.....	1 10
do via Bloomington	.....	1	9 00	.....	1 10
§ do via Decatur	.....	1	9 00	.....	1 10
Hamilton .....Ont.	.....	§	18 25	16 00	2 20
do via Buffalo	.....	§	18 25	16 00	2 20
Hamilton, ...N. Dak.	.....	3	27 55	26 00	3 30
do via Chicago	.....	3	27 55	26 00	3 30
Hamilton, ...Mo.	.....	1	7 45	.....	90
Hamlet, ...N. C.	.....	2	24 65	21 05	3 75
Hammond, ...Ill	.....	1	4 25	.....	55
Hammond, ...La.	.....	1	18 00	.....	2 20
Hampton, ...Iowa.	.....	2	11 65	.....	1 40
§Hancock, via Parkersburg, Pittsburg or Wheeling, (See Rule 11) .....Md.	.....	§	20 00	17 00	2 40
Hancock, via Chicago and L. M. & L. S. T. Co. (Meals and berth included), ...Mich.	.....	..	.....	.....	....
§Hanley Falls, ...Minn.	.....	3	18 13	.....	2 20
§ do via Chicago	.....	3	18 13	.....	2 20

§Continuous passage only. *Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Hannibal, ... Mo.	.....	1	3 30	.....	40
do via Jacksonville	.....	1	5 30	.....	40
do via Bushnell	.....	1	7 89	.....	40
do via Boat	3 25	..	.....	2 00	....
do via Boat	3rd class or deck			1 25	....
Hanover, ... Kan.	.....	1	12 10	.....	1 45
Hanover, ... Mich.	.....	2	11 55	.....	1 40
Hanover, via Pittsburg and Harrisburg ..... Pa.	.....	..	20 00	17 00	2 40
§ do via Parkersburg, Pittsburg or Wheeling and Cherry Run or Martinsburg, (See Rule 11)	.....	..	20 00	17 00	2 40
§Harbor Springs, ...Mich.	.....	2	16 79	.....	2 05
§ do via Chicago	.....	2	16 79	.....	2 05
do via Chicago and Manitou or Nor. S. S. Co. (Meals and berth extra)	.....	5	B13 50	.....	....
Hardy . . . . . Neb.	.....	1	.....	.....	1 70
Harper's Ferry, via Parkersburg ..... W. Va.	.....	§	20 20	17 00	....
Harper, ... Kan.	.....	1	14 20	.....	1 70
Harriman, ... Tenn.	.....	1	14 50	.....	2 75
§ do via Hopkinsville and Tenn. Cent.	.....	2	14 50	.....	2 75
Harris, ... Minn.	.....	3	17 40	.....	2 10
do via Chicago	.....	3	17 40	.....	2 10
Harrisburg, ... Ark.	.....	1	7 80	.....	95
§Harrisburg, ... Ill.	.....	1	3 99	.....	50
do via El Dorado	.....	1	4 11	.....	50
§ do via Parker	.....	1	4 11	.....	50
do via Carmi	.....	1	4 11	.....	50
Harrisburg, via Pittsburg, Pa.	.....	§	20 20	17 00	2 40
do via Cin. or Col. and Cherry Run or Martinsburg	.....	§	20 00	17 00	2 40
§Harrisburg, ...Pa. via Parkersburg, Pittsburg or Wheeling and Cherry Run or Martinsburg (see Rule 11)	.....	..	20 00	17 00	2 40
Harrisburg, via Billings or Ogden or Granger or St. Paul, (See Rule 15) .....Ore.	.....	6	57 50	47 50	8 10
§ do via Albuq. and Bak. or Ogd. and Sac.	.....	6	57 50	*47 50	8 10
do via Ft. W., Dem. or El Paso, Sac. or San Fran. and Shasto Route	.....	6	62 50	*52 50	8 70

§Continuous passage only.

B—Via Manitou Steamship Co., June 18th September 10th, and Northern Steamship Co., June 20th to September 15th.

*Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Harrison, via Seligman and Eureka Springs, ...Ark.	.....	2	11 85	.....	1 45
Harrison, via Big 4.....Ohio.	.....	1	9 00	.....	1 10
§Harrisonburg, via Parkersburg, Pittsburg or Wheeling and Harper's Ferry ..... Va.	.....	§	20 25	17 00	2 45
§ do via Louisville or Cin., C. & O. and Staunton	.....	§	20 25	17 00	2 45
Harrisonville, ...Mo.	.....	1	7 60	.....	95
do via Kansas City	.....	1	8 35	.....	1 00
§ do via Springfield	.....	1	9 35	.....	1 15
§Harriston, ...Miss.	.....	2	17 25	.....	2 10
do via Meridian	.....	2	21 15	.....	2 60
Harriston, ...Ont.	.....	2	18 35	.....	2 20
Harrodsburg, via Louisville..Ky.	.....	1	10 25	.....	1 55
do via Cincinnati and Burgin	.....	1	10 40	.....	1 55
Harrogate, via Cin. and Livingston, ...Tenn.	.....	2	14 60	.....	2 20
do via Louisville	.....	2	14 60	.....	2 20
do via Guthrie	.....	2	14 60	.....	2 20
Hartford, via Alb., Troy or Rott. Jct. or Newbg..Ct.	.....	..	24 00	20 50	2 90
do via New York and Rail.. Add $2.25 to N. Y. rate.					
Hartford . . . .Kan.	.....	1	10 50	.....	1 30
do via Council Grove	.....	1	11 20	.....	1 30
do via Parsons	.....	1	10 50	.....	1 30
Hartland . . ..Minn.	.....	3	14 40	.....	1 75
Hartley . . . .Iowa	.....	2	14 90	.....	1 75
Hartshorne . . ..I. T.	.....	2	14 55	.....	1 75
do via South McAlester or Wister	.....	2	14 55	.....	1 75
Harvard . . . .Neb.	.....	1	14 95	.....	1 80
Harvard Junction .....Ill.	.....	1	9 88	.....	1 05
do via Chicago	.....	1	9 88	.....	1 05
Harwood . . . .N. Dak.	.....	3	23 55	.....	2 85
do via Chicago	.....	3	23 55	.....	....
Harwood, via West Point or Houston . . ..Tex.	.....	3	25 00	.....	3 00
do via San Antonio	.....	3	26 65	.....	3 20
do via New Orleans	.....	§	25 00	.....	3 00
do via Kansas City.....	.....	§	25 00	.....	3 00
Hastings, via Burlington..Iowa	.....	1	11 25	.....	1 35
Hastings . . ..Minn.	.....	2	16 00	.....	1 95
do via Peoria	.....	2	16 00	.....	1 95
do via Chicago	.....	1	16 00	.....	1 95
do via Boat	16 00	..	.....	10 50	....
do via Boat, 3d class or deck	.....	..	.....	6 00	....

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Hastings . . . . . Neb.	.....	2	15 20	.....	1 85
Hattiesburg, via Jackson, Miss., or Meridian . . . . . Miss.	.....	1	18 00	.....	2 20
Havana . . . . . Ill.	.....	1	4 02	.....	50
§ do via Mt. Pulaski	.....	1	4 02	.....	50
Havana, via Miami or Tampa . . . . . Cuba	.....	10	C53 50	C38 50	8 05
do via Mobile and Munson line steamer	.....	10	C37 35	.....	4 50
do via New Orleans and So. Pac. Co. Steamers.....	.....	10	C37 35	.....	4 50
do via New Orleans and So. Pac. Co. Steamers	.....	10	D33 50	.....	4 50
do via New Orleans and So. Pac. Co. Steamers.....	.....	10	E28 50	.....	4 50
(Subject to Government Quarantine regulations.)					
Havana . . . . . Kan.	.....	1	11 45	.....	1 40
Haviland . . . . . Kan.	.....	1	15 85	.....	1 90
Hawarden . . . . . Iowa	.....	2	15 75	.....	1 90
Hawthorne . . . . . Fla.	.....	2	27 40	.....	4 10
§Hayfield Junction ..... Iowa	.....	2	12 83	.....	1 55
Hays . . . . . Kan.	.....	1	16 20	.....	95
§Hayes . . . . . Ill.	.....	1	4 54	.....	55
§Hayti, via Cape Girardeau. Mo.	.....	1	6 41	.....	80
Hazelhurst . . . . . Miss.	.....	1	16 75	.....	2 05
Hazleton . . . . . Kan.	.....	1	14 90	.....	1 80
Hearne . . . . . Tex.	.....	2	21 75	.....	2 65
do via Denison or Sherman.	.....	2	21 75	.....	2 65
do via Kansas City	.....	2	†21 75	.....	2 65
Hebron . . . . . Neb.	.....	1	13 50	.....	1 65
Hedrick . . . . . Iowa	.....	1	7 71	.....	95
Helena . . . . . Ark.	.....	1	10 25	.....	1 25
do via Memphis	.....	1	10 25	.....	1 25
Helena, via Billings or Ogden or Granger or St. Paul (See Rule 15) ..... Mont.	.....	4	40 00	35 00	4 80
do via Denver and Billings (See Rules 15 and 17)..	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....	4	48 50	43 50	5 85
Hemingford . . . . . Neb.	.....	3	24 32	.....	2 95
Hempstead . . . . . Tex.	.....	2	23 65	.....	2 85
do via Denison or Sherman	.....	2	23 65	.....	2 85

§Continuous passage only.

C—First cabin, including meals and stateroom accommodation on steamer.

D—Second cabin, including meals and berth on steamer.

E—Steerge, including meals and bunk with bedding.

†—Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Hempstead via Kansas City...	.....	2	†23 65	.....	2 85
Henderson . . . .Ky.	.....	2	6 60	.....	85
do via Mt. Pulaski	.....	1	6 36	.....	80
Henderson . . . .N. C.	.....	2	24 70	20 80	3 75
do via Richmond or Petersburg	.....	..	24 70	20 80	....
Henderson, via M. & O..Tenn.	.....	1	8 73	.....	1 05
Henderson . . . .Tex.	.....	2	18 65	.....	2 25
Hennessey . . . .O. T.	.....	1	16 25	.....	1 95
do via Enid or Frisco System or Wichita	.....	1	16 25	.....	1 95
Henryetta . . ..I. T.	.....	1	14 31	.....	1 75
Henrietta . . . .Tex.	.....	2	19 85	.....	2 40
do via Vernon	.....	2	21 40	.....	2 60
do via Ft Worth	.....	3	19 85	.....	2 40
do via Kansas City	.....	2	†19 85	.....	2 40
Herington . . . .Kan.	.....	1	11 95	.....	1 45
Herman . . ..Minn.	.....	2	21 27	.....	2 60
do via Chicago	.....	2	21 27	.....	2 60
do via Boat and St. Paul...	21 27	..	.....	16 77	....
Hermosillo, via El Paso..Mex.	.....	7	60 35	57 95	....
do via Kansas City	.....	7	60 35	57 95	....
do via A. T. & S. F. and Deming	.....	7	60 35	57 95	....
do via New Orleans	.....	7	60 35	57 95	....
Hernando, via Memphis...Miss.	.....	1	10 05	.....	1 55
Herndon ..... Iowa	.....	1	11 25	.....	1 35
Heron, via St. Paul or B. & M. and Billings ....Mont.	.....	4	46 70	41 70	5 60
do via Chicago and St. Paul	.....	4	55 20	50 20	6 65
§Heyworth . . . .Ill.	.....	1	4 45	.....	55
Hiawatha . . . .Kan.	.....	1	9 70	.....	1 20
§Hickman . . ..Ky.	.....	1	6 69	.....	85
§ do via Paducah Junction...	.....	1	6 69	.....	85
Hickory, via Louisville and Jellico or Harriman.N.C.	.....	2	22 70	19 95	3 40
do via Chattanooga	.....	2	22 70	19 95	3 40
do via Cincinnati and Jellico or Harriman	.....	2	22 70	19 95	3 40
do via Martin or U. City and Chatt.	.....	2	22 70	19 95	3 40
do via Memphis, Gd. Junc. or Cor.	.....	2	22 70	19 95	3 40
Hico, via Waco, Morgan or Dublin . . ..Tex.	.....	2	22 10	.....	2 65
Higbee . . ..Mo.	.....	..	4 35	.....	55
do via Hannibal	.....	1	4 40	.....	55
Highland . . . .Ill.	.....	1	1 13	.....	15

†Basing rate only
§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Higginsville . . . . . Mo.	.....	1	6 55	.....	80
Hill City . . . . . S. Dak.	.....	3	29 15	.....	3 50
§Hillsboro . . . . . Ill.	.....	1	1 88	.....	21
Hillsboro . . . . . N. Dak.	.....	2	24 43	.....	2 95
do via Chicago	.....	2	24 43	.....	2 95
do via Boat and St. Paul...	24 43	..	.....	19 25	....
Hillsboro . . . . . Ohio	.....	1	10 85	.....	1 30
Hillsboro . . . . . Tex.	.....	2	20 75	.....	2 50
do via Kansas City	.....	2	†20 75	.....	2 50
Hillsdale, via Burlington..Iowa	.....	1	11 25	.....	1 35
Hillsdale . . . . . Mich.	.....	1	11 29	.....	1 40
do via Chicago	.....	1	11 29	.....	1 40
Hinckley, via St. P. andD.Minn.	.....	2	18 29	.....	2 20
do via Gt. North. and St. Cloud.	.....	2	18 29	.....	2 20
do via Chicago	.....	2	18 29	.....	2 20
Hinton, via Cincinnati C. & O. Ry. . . . . W. Va.	.....	..	17 15	15 95	2 10
do via Louisville and C. & O.	.....	..	17 15	15 95	2 10
Hobart . . . . . O. T.	.....	1	19 55	.....	2 35
do via Beaumont or Chickasha	.....	1	19 55	.....	2 35
Hoisington . . . . . Kan.	.....	1	15 15	.....	1 85
do via Frederick	.....	1	15 15	.....	1 85
Holbrook . . . . . Kan.	See Waring.				
Holbrook . . . . . Ariz.	.....	5	49 65	46 85	5 95
do via Kansas City	.....	5	49 65	46 85	5 95
Holden . . . . . Mo.	.....	1	6 95	.....	85
Holdenville . . . . . I. T.	.....	2	15 45	.....	1 80
Holdredge . . . . . Neb.	.....	2	16 67	.....	2 05
Holland . . . . . Mich.	.....	1	11 76	.....	1 45
do via Anderson and Ben. Harbor	.....	1	11 76	.....	1 45
do via Chicago	.....	1	11 76	.....	1 45
§Hollow Rock, via Martin and Union City . . . . . Tenn.	.....	1	7 85	.....	1 20
Holly . . . . . Mich.	.....	1	12 53	.....	1 55
do via Toledo	.....	1	12 53	.....	1 55
do via Detroit	.....	1	13 00	.....	1 60
do via Chicago	.....	1	12 53	.....	1 55
§Holly Springs, via Ill. Cent. or Frisco System . . . . . Miss.	.....	1	10 55	.....	1 30
§ do via Memphis and Frisco System	.....	1	10 55	.....	1 30
Holton . . . . . Kan.	.....	1	9 65	.....	1 20
Holyoke . . . . . Col.	.....	2	22 25	.....	2 70
Homewood . . . . . Ill.	.....	1	7 22	.....	90
Homer . . . . . Mich.	.....	1	11 15	.....	1 35
Homosassa . . . . . Fla	.....	2	29 60	.....	4 45

§Continuous passage only. †Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Honey Grove .....Tex.	.....	2	17 00	.....	2 05
do via Bells. or Paris.....	.....	2	17 00	.....	2 05
§Hoopeston .....Ill.	.....	1	6 31	.....	80
do via Gibson	.....	1	6 31	.....	80
Hope .....Ark.	.....	1	13 82	.....	1 70
do via Stamps	.....	..	14 80	.....	....
§ do via Hugo	.....	1	16 80	.....	2 05
Hope .....N. Dak.	.....	2	25 07	.....	3 00
do via Chicago	.....	2	25 07	.....	3 00
do via Boat and St. Paul....	25 02	.....	.....	19 95	....
Hope .....Kan.	.....	1	12 20	.....	1 50
Hopkins .....Minn.	.....	2	16 00	.....	1 95
do via Chicago	.....	2	16 00	.....	1 95
Hopkins, via St. Joseph.....Mo.	.....	1	10 30	.....	1 25
do via Burlington	.....	1	11 92	.....	1 25
§Hopkinsville .....Ky.	.....	1	7 65	.....	95
§ do via Ill. Cent. and Cairo or Paducah	.....	1	7 65	.....	95
Horace .....Kan.	.....	1	20 10	.....	2 45
Horicon .....Wis.	.....	1	11 65	.....	1 40
§Horine .....Mo.	.....	1	95	.....	25
Hornellsville .....N. Y.	.....	..	20 50	18 00	2 50
do via Cincinnati or Akron..	.....	..	20 50	18 00	2 50
do via Dayton or Urbana....	.....	1	20 50	18 00	2 50
§Hornersville via Paragould, Mo.	.....	1	7 26	.....	90
Hornos, via Eagle Pass....Mex.	.....	4	42 55	40 80	....
Hortonsville .....Wis.	.....	1	13 15	.....	1 60
do via Chicago	.....	1	13 15	.....	1 60
Horse Branch, via Ill. Cent. and Cairo and Paducah....Ky.	.....	1	8 00	.....	1 00
Hot Springs .....Ark.	.....	1	12 60	.....	1 50
§ do via Brinkley or Memphis and C., R. I. & P.	.....	1	12 16	.....	1 50
do via St. L., I. M. & S. and Mem. (See Rule 30)....	.....	1	12 16	.....	1 50
do and return	.....	90	22 20	.....	....
Hot Springs, via Louisville and Jellico .....N. C.	.....	2	18 70	.....	2 80
do via Nashville and P. Rock	.....	2	18 70	.....	2 80
do via Cincinnati and Harriman	.....	2	18 70	.....	2 80
do via Cin. and Liv. and Jellico	.....	2	18 70	.....	2 80
do via Louisv., Burg. & Harriman	.....	2	18 70	.....	2 80
do via Mem. and Chat.....	.....	2	18 70	.....	2 80
do via Martin and Un. City and Nash.	.....	2	18 70	.....	2 80
do via Cor. or Gd. Jct. and P. R'k	.....	2	18 70	.....	2 80

§Continuous passage only.

ST. LOUIS TO		1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Hot Springs	S. Dak.	.....	3	27 40	.....	3 30
do and return		.....	90	42 00	.....	....
Hot Springs, via Cincinnati and C. & O.	Va.	.....	2	20 15	18 00	2 45
do via Louisville and C. & O.		.....	2	20 15	18 00	2 45
Houghton, via Chicago and L. N. & L. S. T. Co. (meals and berth included)	Mich.	.....	..	.....	.....	....
§Houston	Minn.	.....	2	13 37	.....	1 60
§ do via Chicago		.....	2	13 37	.....	1 70
Houston	Tex.	.....	2	23 65	.....	2 85
do via Sapulpa		.....	2	23 65	.....	2 85
Houston, via Paris	Tex.	.....	2	23 65	.....	2 85
do via Denison		.....	2	23 65	.....	2 85
do via New Orleans		.....	..	23 65	.....	2 85
do via Shreveport		.....	..	23 65	.....	2 85
Howard	Kan.	.....	1	12 05	.....	1 45
do via Severy		.....	1	12 05	.....	1 45
Hoxie	Ark.	.....	1	6 88	.....	85
do via Cape Girardeau		.....	1	6 88	.....	85
do via Springfield		.....	..	11 90	.....	85
§Huachuca	Ariz.	.....	5	48 20	.....	5 80
Hubbard City	Tex.	.....	2	21 55	.....	2 60
Hubbell	Neb.	.....	1	13 36	.....	1 60
Hudson	Wis.	.....	2	16 80	.....	2 05
do via Chicago		.....	2	16 00	.....	1 95
Hudson	N. Y.	.....	..	23 16	19 66	2 80
Hudson	Ohio.	.....	1	14 35	13 00	1 75
do via Cincinnati (not via Pennsylvania Lines)		.....	..	14 35	13 00	1 75
Hugo	I. T.	.....	1	16 80	.....	2 05
Humansville, via Clinton	Mo.	.....	1	7 55	.....	95
do via Kansas City		.....	1	11 30	.....	1 40
§ do via Springfield		.....	1	7 50	.....	90
Humbird	Wis.	.....	1	15 75	.....	1 90
do via Chicago		.....	1	15 75	.....	1 90
Humboldt, via M. & O.	Tenn.	.....	1	7 55	.....	95
do via Milan		.....	1	7 55	.....	95
Humboldt	Kan.	.....	1	10 35	.....	1 25
do via Girard or Parsons		.....	1	10 35	.....	1 25
Humboldt, via K. C. or Atchison	Neb.	.....	1	10 78	.....	1 30
§Humboldt	Iowa.	.....	2	12 81	.....	1 55
Hume, via Springfield or Kansas City	Mo.	.....	1	9 35	.....	1 15
Humeston, via Alexandria or Charlton	Iowa.	.....	1	8 72	.....	1 05
do via Burlington		.....	1	9 31	.....	1 05
do via St. Joseph		.....	1	11 00	.....	1 40
Hunnewell	Mo.	.....	1	4 15	.....	50

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Huntingburg .....Ind.	.....	1	5 89	.....	90
do via Evansville	.....	1	6 67	.....	90
Huntington .....Pa.	.....	..	20 00	17 00	2 40
§Huntington, via Martin or Union City .....Tenn.	.....	1	7 60	.....	1 15
Huntington .....Ind.	.....	1	9 70	.....	1 20
Huntington (Crescent City)..Fla.	.....	2	27 50	.....	4 15
Huntington, via Cincin..W. Va.	.....	1	12 85	.....	1 55
do Louisville	.....	1	12 85	.....	1 55
do via Cin. and Chillicothe..	.....	1	12 85	.....	1 55
Huntington, via Og'n or Grang. (See Rule 15) .....Ore.	61 00	6	50 00	42 50	6 00
Huntsville, via Corinth or Gd. Jct. .....Ala.	.....	2	13 40	.....	2 00
do via Ev. and Nashv. or Dec.	.....	2	13 40	.....	2 00
do via Martin and Nashville	.....	2	13 40	.....	2 00
do via Union City and Nashville	.....	2	13 40	.....	2 00
Huntsville, via Memphis,....Ala.	.....	2	13 40	.....	2 00
do via Louisville	.....	2	17 90	.....	2 00
Huntsville, ...Tex.	.....	2	22 65	.....	2 75
do via Minneola	.....	2	22 65	.....	2 75
§Hurley, ...Wis.	.....	2	19 00	.....	2 20
Huron . . . .S. Dak.	.....	2	19 85	.....	2 40
Hutchinson, ...Kan.	.....	1	14 05	.....	1 70
§ do via Burroton or Medora..	.....	1	14 05	.....	1 70
Hyannis, ...Neb.	.....	2	22 01	.....	2 65
Idaho Falls, via Ogden or Granger, (See Rule 16) ..Ida.	.....	4	40 00	35 00	4 80
Idaho Springs, ...Col.	.....	2	26 20	.....	3 15
§Independence, ...Mo.	.....	1	7 50	.....	90
Independence, ...Ia.	.....	2	10 39	.....	1 25
§ do via Freeport	.....	2	10 39	.....	1 25
Independence, ...Kan.	.....	1	10 95	.....	1 35
§ do via Cherry Valley	.....	1	10 95	.....	1 35
do via Kansas City		1	10 95	.....	1 35
Indianapolis, ...Ind.	.....	1	7 40	.....	90
§ do via Decatur	.....	1	7 40	.....	90
do via Princeton or Oakland	.....	1	8 18	.....	90
§Indianola, via Burlington and and Chariton .....Iowa.	.....	1	9 90	.....	1 20
Indianola, ...Neb.	.....	2	18 17	.....	2 20
Indianola, ...Tex.	See Port Lavaca.				
Interlachen, ...Fla.	.....	2	27 40	.....	4 10
Intervale Junction, via Alb., Troy, Rott. Jct., or Rutland and Boston, ...N. H.	.....	..	28 00	24 50	3 40
do via Montreal, Norwood or Malone	.....	..	28 00	24 50	3 40
Invernese . . . .Fla.	.....	2	29 45	.....	4 40

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Iola, ... Kan.	.....	1	10 20	.....	1 25
do via Cherryvale	.....	1	10 65	.....	1 25
Ionia, ... Mich.	.....	2	12 65	.....	1 55
do via Chicago	.....	2	12 65	.....	1 55
Iowa City ..... Iowa	.....	1	8 60	.....	1 05
Iowa Falls ..... Iowa	.....	1	11 29	.....	1 35
§ do via Burlington	.....	2	11 29	.....	1 35
§ do via Freeport	.....	1	11 29	.....	1 35
Iowa Park, via Henrietta or Ft. Worth, ... Tex.	.....	2	20 27	.....	2 50
do via Vernon	.....	2	21 40	.....	2 50
do via Kansas City	.....	2	*20 70	.....	2 50
Irapuato, via Eagle Pass .. Mex.	.....	6	54 25	46 80	....
do via El Paso	.....	6	54 25	46 80	....
do via Wichita	.....	6	54 25	46 80	....
do via New Orleans	.....	6	54 25	46 80	....
Iredell, via Waco, Dublin or Morgan, ... Tex.	.....	2	21 95	.....	2 55
Iron City, via L. & N. R. R., Tenn.	....	2	11 35	.....	....
Ironton, ... Ohio.	.....	1	12 25	.....	1 50
§Ironwood, ... Mich.	.....	2	19 00	.....	2 30
Irving, ... Kan.	.....	1	11 25	.....	1 35
Irwin, ... Ill.	.....	1	6 25	.....	75
Iroquois, ... S. Dak.	.....	2	19 30	.....	2 35
Itasca, ... Tex.	.....	2	20 40	.....	2 45
Ithaca, ... N. Y.	.....	2	20 50	18 00	2 50
Ithaca, ... Mich	.....	2	13 26	.....	1 60
do via Toledo or Milan	.....	2	13 26	.....	1 60
do via Chicago	.....	2	13 26	.....	1 60
Iuka, via K. C., Chetopa or Con. Springs, ... Kan.	.....	1	15 35	.....	1 85
Iuka, ... Miss.	.....	1	10 60	.....	....
§ do via Memphis or Grand Junction	.....	1	10 60	.....	....
§ do via Corinth	.....	1	10 60	.....	....
Jackson, ... Mich.	.....	1	11 55	.....	1 40
do via Toledo	.....	1	14 10	.....	1 40
do via Chicago	.....	1	11 55	.....	1 40
do via Ansonia or Savona and Cincinnati Nor.	.....	1	11 55	.....	1 40
§Jackson, via LaCrescent or LaCrosse, ... Minn.	.....	1	15 49	.....	1 85
! do via Albia and Mason City	.....	1	15 49	.....	1 85
§Jackson, ... Miss.	.....	1	15 55	.....	1 90
§ do via Meridian	.....	1	15 55	.....	1 90
§Jackson, ... Mo.	.....	1	4 88	.....	60
Jackson, ... Tenn ...		1	8 20	.....	1 00
Jackson, ... Ohio.	.....	1	12 25	.....	1 50

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Jacksonville, via Nashv. and Chattanooga, ...Ala.	.....	2	17 00	.....	2 25
do via Calera	.....	3	17 00	.....	2 25
do via Columbus, Miss	.....	3	17 00	.....	2 25
do via Louisville	.....	2	20 40	19 40	2 25
Jacksonville ..... Ill.	.....	1	2 95	.....	35
do via Chapin	.....	1	2 95	.....	35
Jacksonville, via Nashv. and Chattanooga	.....	2	25 25	.....	3 80
do via Montgomery	.....	2	25 25	.....	3 80
do via Mobile or River Junction	....	2	25 25	.....	3 80
§ do via Memphis	.....	2	25 25	.....	3 80
do via Louisville	.....	2	25 25	.....	3 80
do via Cincinnati	.....	2	25 25	.....	3 80
do via Union City or Tupelo	.....	2	25 25	.....	3 80
do via Holly Spgs. and Birm.	.....	2	25 25	.....	3 80
do via Lake City	.....	2	25 25	.....	3 80
do via Birmingham and Albany	.....	2	25 25	.....	3 80
do via Louisv. and Jellico or Harriman	.....	2	25 25	.....	3 80
do via Savannah	.....	2	25 25	.....	3 80
do via New Orleans	.....	2	34 25	.....	3 80
do via Martin or Grand Junction	.....	2	25 25	.....	3 80
§Jacksonville, ...Tex.	.....	2	19 00	.....	2 30
§ do via Mineola	.....	2	19 00	.....	2 30
Jamestown, ...La.	.....	..	17 05	.....	2 10
Jamestown, ...N. Dak.	.....	3	25 95	.....	3 15
do via Chicago	.....	3	25 95	.....	3 15
do via Boat and St. Paul.....	27 00	..	...	20 50	....
Jamestown, ...N. Y.	.....	..	17 75	16 00	2 15
do via Cincinnati or Akron..	.....	..	17 75	16 00	2 15
do via Urbana or Dayton..	.....	..	17 75	16 00	2 15
do via Cleveland and Westfield	.....	1	10 25	.....	1 25
Janesville, ...Wis.	.....	1	10 25	.....	1 25
do via Chicago	.....	1	10 25	.....	1 25
Jarilla Junction, ...N. M.	.....	2	37 65	.....	4 55
Jasper, ...Ind.	.....	1	6 09	.....	95
do via Evansville	.....	1	6 87	.....	95
Jasper, via Chatt., Atl. and Macon or Jessup, ...Fla.	.....	2	24 25	.....	3 65
do via Montgomery	.....	1	24 25	.....	3 65
Jefferson, ...Iowa.	.....	1	11 55	.....	1 40
Jefferson, via Billings or Ogden or Granger and Hunt. or St. P. (See Rule 15).Ore.	.....	6	57 50	47 50	8 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Jefferson via Albq. and Bak. or Ogd. and Sac. or San Frisco	.....	6	57 50	*47 50	8 10
do via Ft. Worth, Dem. or El Paso, Sac. or San Francisco and Shas. Route	.....	6	62 50	*52 50	8 70
Jefferson, ...Tex.	.....	2	16 35	.....	2 00
do via Greenville	.....	2	17 75	.....	2 15
do via Pittsburg	.....	2	16 95	.....	2 05
do via Paris	.....	2	17 75	.....	2 15
Jefferson City .....Mo.	.....	1	3 75	.....	45
§ do via C. & A.	.....	1	5 30	.....	45
Jeffersonville .....Ind.	.....	1	7 95	.....	1 00
do via Indianapolis	.....	1	9 65	.....	1 00
do via Indianapolis	.....	1	* 7 95	.....	....
Jellico, via Louisville.....Tenn.	.....	1	14 00	.....	2 10
do via Cincinnati and Liv..	.....	2	14 00	.....	2 10
§Jennings, via New Orleans.La.	.....	2	20 95	.....	3 10
do via Houston	.....	3	25 80	.....	3 10
Jenny Lind, via Little Rock.Ark.	.....	2	15 55	.....	1 90
Jensen .....Fla.	.....	2	32 95	.....	4 95
Jersey City (See Rules 11 & 29) .....N. J.	Same as New York, via route of ticket.				
Jesup, via Evansv. and Chatt. .....Ga	.....	2	23 35	.....	3 50
do via Montgomery	.....	2	23 35	.....	3 50
§ do via Martin and Chatt....	.....	2	23 35	.....	3 50
do via Cor. and Gd. Junc. and Chatt.	.....	2	23 35	.....	3 50
do via Tup., Holly Spgs or Cols. and Atlanta....	.....	2	23 35	.....	3 50
do via Cincinnati	.....	2	23 35	.....	3 50
do via Memphis.	.....	2	23 35	.....	3 50
do via Louisville	.....	2	23 35	.....	3 50
Jewel City .....Kan.	.....	1	14 00	.....	1 70
§Jewel Junction .....Iowa	.....	1	11 28	.....	1 35
Jimenez, via El Paso.....Mex.	.....	5	43 95	42 25	....
Jiminez .....Mex.	.....	6	43 95	42 25	....
Jiminez, via Kansas City and El Paso .....Mex.	.....	5	43 95	42 25	....
do via Burrton	.....	6	43 95	42 25	....
do via New Orleans and El Paso	.....	6	43 95	42 25	....
Jimulco, via Eagle Pass...Mex.	.....	5	45 85	43 80	....
do via El Paso	.....	6	45 85	43 80	....
do via Kansas City	.....	6	45 85	43 80	....
do via Burrton	.....	6	45 85	43 80	....
do via New Orleans	.....	6	45 85	43 80	....

*Basing rate only.
§Continuous passage only.
*Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Johnson, via Cincinnati ....Ky.	.....	1	11 42	.....	1 35
Johnson City, via Jellico. Tenn.	.....	2	19 12	.....	2 90
do via Nashv. and Chatt...	.....	2	19 12	.....	2 90
do via Cincinnati and Harriman	.....	2	19 12	.....	2 90
do via Corinth	.....	2	19 12	.....	2 90
do via Louisville and Harriman	.....	2	19 12	.....	2 90
Johnsonville . . ..Tenn.	.....	1	8 30	.....	1 30
do via Nashville	.....	1	10 00	.....	1 05
Johnston City . .....Ill.	.....	1	3 32	.....	40
Johnstown, via Pittsburg...Pa.	.....	..	18 10	15 85	2 20
Joliet, via C. & A.....Ill.	.....	1	6 40	.....	80
do via Peoria (Not via C. & A.)	.....	1	6 40	.....	80
Jonesboro . . . .Ill.	.....	1	3 58	.....	45
Jonesboro. . . ..Ark.	.....	2	7 29	.....	90
do via Cape Girardeau	.....	1	7 29	.....	90
do via Hoxie	.....	1	7 29	.....	90
do via Springfield.	.....	1	12 50	.....	1 50
Jonesboro . . . .Ind.	.....	1	8 70	.....	1 05
do via Peru	.....	1	8 73	.....	1 05
Jonesboro, via Jellico ....Tenn.	.....	2	18 95	.....	2 85
do via Nashville & Chatt...	.....	2	18 95	.....	2 85
do via Cincinnati and Harriman	.....	2	18 95	.....	2 85
do via Corinth	.....	2	18 95	.....	2 85
do via Louisville and Harriman	.....	2	18 95	.....	2 85
Jonesville . . . .Mich.	.....	1	11 15	.....	1 35
do via Chicago	.....	1	11 15	.....	1 35
§Joplin . . ..Mo.	.....	1	9 45	.....	1 15
§ do via Kansas City	.....	1	† 9 45	.....	1 15
§Jordan . . . .Minn.	.....	1	16 00	.....	1 95
§ do via Chicago	.....	1	16 00	.....	1 95
Jovellanos, via Havana and rail—Cuba—add 60 more than Havana, via Route of ticket.					
Judonia. . . . .Ark.	.....	1	8 87	.....	1 10
Julesburg. . . ..Col.	.....	2	21 70	.....	2 60
Juniata . . . .Neb.	.....	2	15 38	.....	1 85
Junction City ..... Kan.	.....	1	11 65	.....	1 40
do via Parsons	.....	1	11 65	.....	1 40
Junction City, via Louisville and L. & N. R. .....Ky.	.....	1	10 75	.....	1 60
do via Louisv. and Burg...	.....	1	10 75	.....	1 60
do via Cincinnati	.....	1	10 75	.....	1 60

§Continuous passage only. †Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Juneau, via Ogden or Granger and Hunt. or Billings or St. Paul and Port. or Puget Sound . . .Alaska	.....	..	C77 50	E59 50	....
do via Sacr. & Portland....	.....	..	C77 50	E59 50	....
do via San Fran. & Steamer	.....	..	C77 50	E59 50	....
Kahoka . . ..Mo.	.....	1	5 39	.....	65
Kalamazoo . . . .Mich.	.....	1	10 31	.....	1 25
do via Ft. Wayne	.....	1	10 31	.....	1 25
do via Chicago	.....	1	10 31	.....	1 25
Kalama, via Billings or Ogden or Granger and Hunt. or St. P. (See Rule 15).... . . . . .Wash.	.....	5	57 50	47 50	6 90
do via Ogden and Sac. (See Rule 15)	.....	6	57 50	47 50	8 10
do via Albuquerque and Mojave	.....	7	57 50	47 50	8 10
do via Chicago and St. Paul	79 00	6	66 00	53 50	9 50
Kallspell . . . .Mont.	.....	4	50 00	42 50	6 00
do via Chicago and St. Paul	.....	4	51 15	45 70	6 15
Kanawha Falls, via Cin. or Louisville . .....W. Va.	.....	2	15 35	14 20	1 85
do via Columbus or Athens.	.....	2	15 35	14 20	1 85
Kankakee . . . .Ill.	.....	1	6 25	.....	75
do via Gardner	.....	1	6 25	.....	75
Kanopolis . . . .Kan.	.....	1	14 05	.....	1 70
do via Genesee	.....	1	14 15	.....	1 70
§Kansas City . . ..Mo.	.....	1	7 50	.....	93
§ do via Springfield	.....	1	10 70	.....	1 30
Kaslo, via Ogden or Granger and Huntington or Billings or St. Paul (See Rule 15) .....B. C.	.....	..	51 80	44 30	....
do via Chicago and St. Paul	.....	4	60 30	52 80	....
Kasoto . . ..Minn.	.....	1	15 50	.....	1 75
do via Peoria	.....	2	15 50	.....	1 75
do via Chicago	.....	2	15 50	.....	1 75
§Kassoon . . ..Minn.	.....	1	14 05	.....	1 70
§ do via Chicago	.....	1	14 05	.....	1 70
Kearney . . . .Neb.	.....	2	16 37	.....	1 95
§Keeler . . . .Cal. Add $10.00 to Reno, Nev.					
Keithsburg . . ..Ill.	.....	1	6 70	.....	85
do via Boat	.....	1	6 75	3 75	....
do via Boat, 3d class or deck	.....	..	.....	2 75	....

§Continuous passage only.

*—Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

C—Includes meals and stateroom accommodation on steamer

E—Includes meals and bunk on steamer.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Kellerton, via Burlington and Chariton ....Iowa	.....	1	10 06	.....	1 30
do via St. Joseph.	.....	1	10 72	.....	1 30
§Kellyville ....I. T.	.....	1	13 42	.....	1 65
Kellton ..... Utah	47 15	4	42 15	39 65	5 40
Kenesaw ....Neb.	.....	1	15 64	.....	1 90
Kennedy, via Waco or Houston ..... Tex.	.....	3	26 90	.....	3 25
do via Kansas City	.....	3	*26 90	.....	3 25
do via San Antonio	.....	3	26 90	.....	3 25
Kendallville ....Ind.	.....	1	10 15	.....	1 25
do via La Otto or Ft. Wayne	.....	1	10 15	.....	1 25
do via Chicago	.....	1	10 15	.....	1 25
Kenna, via Amorilla.....N. M.	.....	3	27 70	.....	3 35
do via Okla. City and Amorilla	.....	3	27 70	.....	3 35
§Kenner ....La.	.....	2	18 00	.....	2 20
§Kennett, via Cape Girardeau, ...Mo.	.....	1	6 41	.....	80
Kenosha ....Wis.	.....	1	9 55	.....	1 15
do via Chicago	.....	1	9 65	.....	1 15
Kenova, via Cin. or Louisville and C. & O., ...W. Va.	.....	1	12 60	.....	1 55
do via Cin., Columbus and N. & W.	.....	1	12 60	.....	1 55
Kensington .. ....Ill.	.....	1	7 40	.....	90
Kent, via Marion or Galion, Ohio.	.....	1	14 30	12 75	1 75
do via Cincinnati	.....	..	14 30	12 75	1 75
do via Huntington	.....	1	14 30	12 75	1 75
do via Chicago or Bloomington	.....	1	14 30	12 75	1 75
do via Urbana or Dayton .	.....	1	14 30	12 75	1 75
Kenton, via Indianapolis and Bellefontaine, ...Ohio.	.....	1	10 70	.....	1 30
do via Indianapolis and Springfield	.....	1	10 70	.....	1 30
do via Huntington	.....	1	10 70	.....	1 30
do via Cincinnati	.....	..	10 70	.....	1 30
do via Indianapolis and Urbana.	.....	1	10 70	.....	1 30
Keokuk, ... Iowa.	.....	1	5 00	.....	60
do via Boat	5 00	..	.....	3 00	....
do via Boat	3rd class or deck			2 00	....
Katchum, via Ogden or Granger (See Rule 15) .....Ida	55 75	4	47 85	42 85	5 75
Kewanee ....Ill.	.....	1	9 55	.....	80
Keysville, via Louis. or Cincin. Burgin, Harriman and Paint Rock, ...Va.	.....	2	22 95	.....	3 40

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Keysville, via Cincin., Jellico and Lynchburg,	.....	2	22 95	.....	3 40
do via Louis. or Cincin., C. & O. and Lynchburg	.....	2	22 60	.....	3 40
§Key West, via Miami or Tampa, Fla.	.....	3	44 15	.....	6 30
Kilbourn City, Wis.	.....	1	13 05	.....	1 60
do via Bloomington, Peoria, or Chicago	.....	1	13 05	.....	1 60
Kilbourne, La.	.....	2	15 00	.....	3 15
Killarney, Fla.	.....	2	29 95	.....	4 50
Kimball, S. Dak.	.....	2	19 65	.....	2 40
Kincaid, Kan.	.....	1	9 75	.....	1 20
King City, via St. Joseph, Mo.	.....	1	8 53	.....	1 10
Kingfisher, O. T.	.....	2	16 80	.....	2 05
do via El Reno	.....	..	17 10	.....	2 05
§ do via Wichita or Enid	.....	2	16 80	.....	2 05
Kingman, Ariz.	.....	5	57 50	27 50	8 10
Kingman, Kan.	.....	1	14 20	.....	1 70
do via Frisco Sys., Wichita and A. T. & S. F.	.....	1	14 20	.....	1 70
Kingsbury, via Houston, Tex.	.....	3	25 60	.....	3 10
do via West Point and Flatonia	.....	3	25 60	.....	3 10
do via San Antonio	.....	3	26 65	.....	3 10
do via Cairo	.....	3	25 60	.....	3 10
do via New Orleans	.....	3	25 60	.....	3 10
do via Kansas City	.....	3	*25 60	.....	3 10
Kingsland, Ark.	.....	2	12 54	.....	1 50
Kingston, via Nashv. and Chattanooga, Ga.	.....	2	16 85	.....	2 55
§ do via Martin or Union City and Nash.	.....	2	16 85	.....	2 55
do via Louisville, Nash. and Chattanooga	.....	2	16 85	.....	2 55
Kingston, Ga. via Louisville and Burgin	.....	2	16 85	.....	2 55
do via Memphis and Chatt...	.....	2	16 85	.....	2 55
do via Corinth or Grand Jct. and Chattanooga	.....	2	16 85	.....	2 55
do via Cincinnati	.....	2	16 85	.....	2 55
Kingston, Ont.	.....	2	24 00	19 30	2 90
do via Buffalo	.....	2	24 00	19 30	2 90
Kingston, N. Y.	.....	..	23 50	20 00	2 85
Kingston (Luzerne Co.) Pa.	.....	..	21 00	18 50	2 55
Kingston, via N. Y. and Rail, R. I.—Add $3.67 to N. Y. rates.					
Kingsley, Kan.	.....	1	16 55	.....	2 00
do via Burrton	.....	1	16 55	.....	2 00
Kiowa, Kan.	.....	1	15 15	.....	1 85

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Kiowa, via Frisco System, Wichita or Winfield and A. T. & S. F.	.....	1	15 15	.....	1 85
Kirksville, ... Mo.	.....	1	6 10	.....	75
do via Quincy, ...	.....	1	6 10	.....	75
Kirwin, ... Kan.	.....	1	15 80	.....	1 90
Kissimmee, ... Fla.	.....	2	30 10	.....	4 50
Knightstown, ... Ind.	.....	1	8 40	.....	1 05
Knoxville, via Chatt. ..... Tenn.	.....	1	16 00	.....	2 40
do via Cincinnati and Jellico or Harriman	.....	1	16 00	.....	2 40
do via Louisv. or Cin. and Gum. Gap. . . . . Ga.	.....	1	16 00	.....	2 40
do via Louisv. and Jellico or Harriman	.....	1	16 00	.....	2 40
§ do via Martin or Union City and Chattanooga	.....	1	16 00	.....	2 40
Knoxville, ... Tenn. via Cor. or Grand Jct. and Chattanooga	.....	1	16 00	.....	2 40
do via Memphis and Chatt...	.....	1	16 00	.....	2 40
do via Louisville, Nashville and Chatt.	.....	1	16 00	.....	2 40
Knoxville, ... Ill.	.....	1	5 70	.....	90
Knoxville, ... Iowa.	.....	1	8 85	.....	1 05
do via Burlington	.....	1	8 85	.....	1 05
§Knoxville, via Little Rock, ... Ark.	.....	2	13 09	.....	1 60
Kokomo, ... Col.	.....	3	31 75	.....	3 85
do via D. & R. G. and Leadville	.....	3	33 60	.....	4 05
Kokomo, ... Ind.	.....	1	8 15	.....	1 00
do via Indianapolis or Frankfort and L. E. & W.....	.....	1	8 15	.....	1 00
do via Bloomington or Chenoa	.....	1	8 15	.....	1 00
§Koskiusko . . . . . Miss.	.....	2	13 80	.....	1 70
Krebs, ... I. T.	.....	1	14 55	.....	1 75
do via Wister	.....	1	14 55	.....	1 75
Kushla, via M. & O..... Ala.	.....	2	16 85	.....	2 05
Labadie, ... Mo.	.....	1	1 26	.....	15
La Belle, via Quincy, ... Mo.	.....	1	4 95	.....	60
Laclede, via Hannibal, ... Mo.	.....	1	6 30	.....	75
Labette, ... Kan.	.....	1	10 10	.....	1 25
Lackawaxen, ... Pa.	.....	..	21 00	19 00	2 55
Lacoochee, ... Fla.	.....	2	29 95	.....	4 50
do via Cincinnati	.....	2	29 95	.....	4 50
LaCrosse, ... Kan.	.....	1	16 10	.....	1 95
LaCrosse, ... Wis.	.....	1	13 27	.....	1 65
do via Peoria	.....	1	13 27	.....	1 65

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
LaCrosse, via Chicago	.....	1	13 27	.....	1 05
do via Boat	13 25	....	.....	7 00	....
do via Boat	3rd class or deck			5 00	....
§Lacygne, Kan.	.....	1	8 95	.....	1 10
do via Springfield	.....	1	9 55	.....	1 15
Lafayette, Ind.	.....	1	7 15	.....	90
§ do via Greencastle or Limedale	.....	1	7 15	.....	90
do via Terre Haute	.....	1	7 15	.....	90
do via Bloomington	.....	1	7 15	.....	90
Lafayette, via New Orleans, La.	.....	2	20 95	.....	2 55
§ do via Texarkana or Shreveport and Lake Charles	.....	..	20 95	.....	2 55
§ do via Houston	.....	..	27 00	.....	2 55
Lagos, via Eagle Pass Mex.	.....	7	54 25	46 80	....
do via El Paso	.....	8	54 25	46 80	....
do via Kansas City	.....	8	54 25	46 80	....
do via Burrton	.....	7	54 25	46 80	....
do via New Orleans	.....	8	54 25	46 80	....
La Grande, via Billings or Ogden or Granger or St. Paul, (See Rule 15), Ore.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	6	62 50	55 00	7 50
La Grange Mo.	.....	1	4 25	.....	50
do via Boat	4 25	..	.....	2 75	....
do via Boat	3d Class or Deck			1 75	....
La Grange Tex.	.....	2	23 65	.....	2 85
do via New Orleans	.....	..	23 65	.....	2 85
do via Kansas City	.....	2	§23 65	.....	2 85
La Grange Fla.	.....	2	29 95	.....	4 50
La Harpe Ill.	.....	1	5 65	.....	70
do via Peoria	.....	1	5 65	.....	70
La Junta Colo.	.....	2	24 10	.....	2 90
do via Burrton	.....	2	24 10	.....	2 90
Lake Charles, via Alexandria, Shreveport or Texarkana La.	.....	2	20 95	.....	2 55
do via Houston	.....	2	24 80	.....	3 00
do via Paris and Somerville	.....	2	24 80	.....	3 00
do via New Orleans	.....	2	20 95	.....	2 55
Lake City Minn.	.....	2	15 44	.....	1 85
do via Chicago	.....	2	15 44	.....	1 85
do via Boat	16 00	..	.....	10 50	....
do via Boat	3d Class or Deck			6 00	....
Lake City, via River Junc. Fla.	.....	2	25 25	.....	3 80
do via Montgomery	.....	2	25 25	.....	3 80
do via Chat. and Macon	.....	2	25 25	.....	3 80
do via Cincinnati	.....	2	25 25	.....	3 80

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Lake City, via Tupelo or Holly Spgs. and Birm.	.....	2	25 25	.....	3 80
do via Memphis	.....	2	25 25	.....	3 80
Lake Edward, via Quebec...Que.	.....	4	30 90	25 25	3 65
Lake Geneva .....Wis.	.....	1	10 00	.....	1 20
do via Chicago	.....	1	10 00	.....	1 20
Lake Harbor .....Mich.	.....	1	12 72	.....	1 55
Lakeland .....Fla.	.....	2	30 90	.....	4 65
Lake Park .....Minn.	.....	3	22 48	.....	2 70
do via Chicago	.....	3	22 48	.....	2 70
§Lake Park .....Iowa.	.....	1	15 15	.....	1 85
§Lake Village.....Ark.	.....	1	14 20	.....	....
§Lamar .....Mo.	.....	1	8 85	.....	1 10
§ do via Kansas City	.....	1	•8 85	.....	1 10
§ do via Springfield	.....	1	8 85	.....	1 10
Lamar .....Colo.	.....	3	22 50	.....	2 70
do via Burton	.....	3	22 50	.....	2 70
Lambertville (via Pittsburg & Penn. R. R.) .....N. J.	.....	..	21 80	19 30	2 65
§Lamoni .....Iowa.	.....	1	9 78	.....	1 20
§ do via St. Joseph	.....	1	10 38	.....	1 20
La Moure .....N. Dak.	.....	3	24 85	.....	3 00
do via Chicago	.....	3	24 85	.....	3 00
Lampasas .....Tex.	.....	3	23 65	.....	2 85
do via Paris, Ft. Worth or Temple	.....	3	23 65	.....	2 85
do via Kansas City	.....	3	‡23 65	.....	2 85
Lampazos, via Laredo....Mex.	.....	4	33 45	32 75	....
do via Kansas City	.....	4	33 45	32 75	....
do via New Orleans	.....	4	33 45	32 75	....
Lancaster, via Louisville or Rowland .....Ky.	.....	1	11 10	.....	1 40
do via Cincinnati	.....	..	11 10	.....	1 40
Lancaster .....Mo.	.....	1	6 76	.....	85
Lancaster .....Ohio.	.....	1	11 85	.....	1 45
Lancaster .....Pa.	.....	..	21 00	18 08	2 55
Lancaster .....Tex.	.....	2	19 60	.....	2 35
Lanesboro .....Minn.	.....	2	14 18	.....	1 70
do via Chicago	.....	2	14 18	.....	1 70
Langdon .....N. Dak.	.....	3	28 37	26 00	3 40
do via Chicago	.....	3	28 37	26 00	3 40
Langhorne, via B. & O., or C. & O. (See Rules 11 and 29) .....Pa.	.....	..	21 00	19 00	2 60
do via Pittsb., Harrisb. and Philadelphia	.....	..	21 65	19 15	2 50
do via Buffalo and Bethlehem	.....	..	21 00	19 00	2 60

§Continuous passage only.

‡Basing rate only.

•Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Lansing ..... Iowa	.....	1	12 30	.....	1 50
do via Boat	13 00	..	.....	6 75	....
do via Boat	3d Class or Deck			5 00	....
§Lansing .....Mich.	.....	1	11 55	.....	1 40
§ do via Grand Rapids	.....	1	11 75	.....	....
do via Toledo	.....	1	15 20	.....	1 40
§Lansing .....Minn.	.....	2	13 77	.....	1 65
§ do via Chicago	.....	2	13 77	.....	1 65
La Otto .....Ind.	.....	1	10 15	.....	1 25
do via Chicago	.....	1	10 15	.....	1 25
La Porte .....Ind.	.....	1	9 00	.....	1 10
do via Indianapolis	.....	1	9 00	.....	1 10
do via Chicago	.....	1	9 00	.....	1 10
La Porte .....Iowa.	.....	1	10 35	.....	1 25
La Porte, via Houston.....Tex.	.....	2	24 30	.....	2 90
Laramie .....Wyo.	.....	..	27 35	.....	3 30
do via K. C. and Denver.....	.....	3	27 35	.....	3 30
Laredo .....Tex.	.....	3	31 25	.....	3 75
do via New Orleans	.....	3	31 25	.....	3 75
do via Kansas City	.....	3	‡31 25	.....	3 75
Larimore .....N. Dak.	.....	2	26 12	26 00	3 15
do via Chi. and Bloomington..	.....	2	26 12	26 00	3 15
Larned .....Kan.	.....	1	15 85	.....	1 90
do via Burrton	....	1	15 85	.....	1 90
Las Animas .....Col.	.....	2	23 85	.....	2 85
do via Burrton	.....	2	23 85	.....	2 85
La Salle .....Ill.	.....	1	6 29	.....	80
do via Burlington Route....	.....	1	7 28	.....	80
La Salle, via Denver.....Col.	.....	2	24 50	.....	2 95
do via Pueblo	.....	2	24 50	.....	2 95
Las Vegas .....N. M.	.....	3	32 70	29 70	3 95
do via Kansas City	.....	3	32 70	29 70	3 95
do via Burrton	.....	3	32 70	29 70	3 95
Lathrop .....Mo.	.....	3	7 45	.....	90
Lathrop .....Cal.	67 50	5	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
do via Barstow and Los Ang.	67 50	..	57 50	.....	8-10
do via Denver, Col. Spr. or Pueblo and Albuq.....	67 50	6	57 50	47 50	8 10
Lathrop, via Billings or Ogden and Hunt	.....	7	65 40	55 40	9 05
do via St. Paul or Minn. and Port.	.....	9	65 40	55 40	9 05
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10

§Continuous passage only.

‡Basing rate only.

A—For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Latrobe, via Pittsburg.....Pa.	.....	..	16 97	14 71	1 05
§Lauderdale, via M. & O..Miss.	.....	1	15 15	.....	1 90
Laurel, via Jackson, Miss., or Merid. .....Miss.	.....	1	17 40	.....	2 20
§Laurens .....Iowa.	.....	2	13 36	.....	1 60
Laurence .....Kan.	.....	1	8 70	.....	1 05
Laurenceburg .....Ind.	.....	1	9 00	.....	1 10
Laurenceburg .....Tenn.	.....	1	11 35	.....	1 70
do via Louisville	.....	1	16 19	.....	1 70
Lawrenceville .....Ill.	.....	1	4 37	.....	55
Lawtey .....Fla.	.....	2	26 40	.....	3 95
Lawton .....O. T.	.....	2	19 00	.....	2 30
§Leachville, via Cape Gir..Ark.	.....	1	17 17	.....	90
Lead .....S. D.	.....	3	29 75	.....	3 60
Leadville, via Den. or Pueb..Col.	.....	3	32 50	.....	3 90
do via Pueblo and Denver...	.....	3	32 50	.....	3 90
do via C. Bluffs or K. C. and C. Bluffs	.....	3	32 50	.....	3 90
Leavenworth .....Kan.	.....	1	8 00	.....	1 00
Leavittsburg .....Ohio.	.....	1	14 50	12 75	1 75
do via Cincin. or Akron.....	.....	1	14 50	12 75	1 75
Leavittsburg via Urbana or Dayton . . . .Ohio	.....	1	14 50	12 75	1 75
do via Marion or Galion...	.....	1	14 50	12 75	1 75
do via Chicago	.....	1	14 50	12 75	1 75
Lebanon, via Louisville ....Ky.	.....	1	10 00	.....	1 50
Lebanon, via Nashville and N. C. & St. L. .....Tenn.	.....	1	11 00	.....	1 65
§ do via Martin or Union City and Nashville	.....	1	11 00	.....	1 65
§ do via Hopkinsville and Tenn. Central	.....	2	11 00	.....	1 65
Lebanon . . ..Mo.	.....	1	5 46	.....	65
Lebanon, via Pittsburg and Harrisburg . . ..Pa.	.....	..	20 77	17 77	2 50
do via Buffalo and Allentown	.....	..	20 77	17 77	2 50
§ do via Parkersburg, Pittsburg or Wheeling, Cherry Run or Martinsburg (See Note 11)	.....	..	20 77	17 77	2 50
§Lebanon . . ..Ohio	.....	1	10 35	.....	1 25
LeClaire, via Boat.....Iowa	8 50	..	.....	4 50	....
do via Boat, 3d class or deck	.....	..	.....	3 25	....
Leeds ..... N. D.	.....	3	28 85	26 00	3 50
Leesburg . . ..Fla.	.....	2	29 30	.....	4 40
Lehigh . . ..I. T.	.....	1	15 95	.....	1 95
§Litchfield, via Ill. Cent. and Cairo or Paducah ....Ky.	.....	1	8 75	.....	1 05
Leland . . ..Miss.	.....	1	13 60	.....	1 65

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
LeMars . . . .Iowa	.....	1	14 16	.....	1 70
§ do via Freeport or Burlington	.....	1	14 16	.....	1 70
Lenora . . . .Kan.	.....	2	17 30	.....	2 10
Lenox, via St. Joseph or Burlington . . . .Iowa	.....	1	11 09	.....	1 35
Leon . . . .Iowa	.....	..	.....	.....	....
do via Burlington and Charlton	.....	1	9 33	.....	1 15
do via St. Joseph	.....	..	10 75	.....	1 30
Leon, via Eagle Pass.....Mex.	.....	6	54 25	46 80	....
do via Kansas City	.....	6	54 25	46 80	....
do via El Paso	.....	6	54 25	46 80	....
do via Burrton	.....	7	54 25	46 80	....
do via New Orleans.....	.....	7	54 25	46 80	....
Leoti . . . .Kan.	.....	2	19 40	.....	2 35
Lerdo . . . .Mex.—Sell to Torreon:					
Leroy . . ..Ill.	.....	1	4 94	.....	60
LeRoy . . . .Kan.	.....	1	10 30	.....	1 25
§Leslie . . . .Ark.	.....	1	13 50	.....	1 65
Lewisburg, via Pittsburg....Pa.	.....	..	20 00	17 00	2 40
do via Erie . .....Pa.	.....	..	20 00	17 00	2 40
Lewiston, via Ogden or Granger, Billings or St. Paul..Ida.	65 75	5	51 85	44 35	6 25
do via Chicago and St. Paul	.....	5	60 35	52 85	7 25
Lewiston . . . .Ill.	.....	1	4 74	.....	60
Lewiston, via Montreal, Norwood or Malone.....Me.	.....	3	28 00	24 50	3 40
do via Alb., Troy or Rott. Jc. and Portland	.....	3	28 75	25 25	3 40
Lewiston, via Quincy.....Mo.	.....	1	4 80	.....	60
Lewiston, via Pittsburg.....Pa.	.....	..	20 00	17 00	2 40
Lewisville . . . .Ark.	.....	2	14 80	.....	1 80
Lexington, via Louisville....Ky.	.....	1	10 40	.....	1 25
do via Cincinnati	.....	..	10 40	.....	1 25
§Lexington, via Memphis, Granada or Durant . ...Miss.	.....	1	13 80	.....	1 70
Lexington . . ..Mo.	.....	1	6 95	.....	85
Lexington, via Cincinnati, C. & O. Ry. . .....Va.	.....	..	21 35	18 20	2 60
§ do via Louisville and C. & O. Ry.	.....	..	21 35	18 20	2 60
§ do via Parkersburg, Pittsburg or Wheeling and Harper's Ferry (See Rule 11)	.....	..	21 35	18 20	2 60

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Liberal . . . . . Mo.	.....	1	9 15	.....	1 10
do via Springfield	.....	1	9 15	.....	1 10
do via Kansas City	.....	1	* 9 15	.....	1 10
Liberal . . . . . Kan.	.....	2	19 35	.....	2 35
§ do via Medora	.....	2	19 35	.....	2 35
Liberty . . . . . Ind.	.....	1	9 00	.....	1 10
Liberty . . . . . Mo.	.....	1	7 45	.....	90
§Lilbourn . . . . . Mo.	.....	1	5 60	.....	65
Lima . . . . . Ohio	.....	1	10 25	.....	1 25
do via Cincinnati	.....	1	10 25	.....	1 25
do via Ft. Wayne or Huntington	.....	1	10 25	.....	1 25
do via Chic. or Bloom.....	.....	1	10 25	.....	1 25
do via Piqua or Dayton.....	.....	1	10 25	.....	1 25
do via Indianapolis	.....	1	10 25	.....	1 25
Limon . . . . . Col.	.....	2	24 10	.....	2 90
Lincoln . . . . . Ill.	.....	1	3 80	.....	50
Lincoln . . . . . Neb.	.....	2	12 90	.....	1 55
do via Council Bluffs, Omaha or Kansas City..	.....	2	12 90	.....	1 55
Lindale . . . . . Ga.	.....	2	16 95	.....	2 55
Lindsborg. . . . . Kan.	.....	2	13 30	.....	1 60
Linneus, via Laclede .....Mo.	.....	1	6 50	.....	80
Linton, via Terre Haute or Effingham . . . .Ind.	.....	1	5 66	.....	70
§ do via Mt. Pulaski	.....	1	5 66	.....	70
Lisbon . . . . . N. Dak.	.....	3	24 02	.....	2 90
do via Chicago or Bloom...	.....	3	24 02	.....	2 90
Listowel . . . . . Ont.	.....	2	17 24	.....	2 05
do via Chicago	.....	2	17 24	.....	2 05
Litchfield . . . . . Ill.	.....	1	1 65	.....	25
Litchfield . . . . . Minn.	.....	2	18 27	.....	2 20
do via Chicago	.....	2	18 27	.....	2 20
Little Falls . . . . . Minn.	.....	2	19 21	.....	2 35
do via Chicago	.....	2	19 21	.....	2 35
Little Rock . . . . . Ark.	.....	1	10 46	.....	1 30
§ do via Brinkley or Memphis and C. R. I. M. P.....	.....	1	10 46	.....	1 30
do via St. L. I. M. & S. and Memphis (See Rule 30).	.....	1	10 46	.....	1 30
do via St. L. S. W. and Altheimer.	.....	1	11 23	.....	1 35
§Livermore . . . . . Iowa	.....	1	12 90	.....	1 55
Livingston, via N. O. and U. F. Co. S. S. (See Rule 32) . . . . .Guat.	.....	..	.....	.....	....

§Continuous passage only.

*Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis to Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Livingston, via Louisv.....Ky.	.....	1	12 20	.....	1 85
do via Cincinnati	.....	..	12 20	.....	1 85
Livingston, via St. P. or B. M. and Billings . . . . .Mont.	.....	4	37 30	33 50	4 50
do via Chicago and St. Paul	.....	4	45 80	42 00	5 50
Llano, via El Paso and Nogales . . . . . .Mex.	.....	8	55 70	54 60	....
Llanos, via McNiel or Austin . . . . . .Tex.	.....	2	26 80	.....	3 20
Lock Haven, via Pittsb. and Tyronne . . . . . .Pa.	.....	..	20 00	17 00	2 40
do via Erie. . . . . .Pa.	.....	..	20 00	17 00	2 40
Lockhart . . . . . .Tex.	.....	3	24 75	.....	2 95
Lockport . . . . . .N. Y.	.....	1	18 65	16 40	2 25
§Lockwood, via Springfield. Mo.	.....	1	8 25	.....	1 00
§Loda . . . . . .Ill.	.....	1	5 78	.....	70
Lodi . . . . . .Ohio	.....	..	13 15	.....	....
Logan . . . . . .Iowa	.....	..	12 10	.....	1 50
Logan . . . . . .Ohio.	.....	1	12 25	.....	1 50
Logan . . . . . .Kan.	.....	..	16 55	.....	2 00
Logan, via St. Paul or B. & M. and Billings . . . .Mont.	.....	4	38 80	34 25	4 70
do via Chicago and St. Paul	.....	4	47 30	42 75	5 70
Logan . . . . . .N. M.	.....	2	25 40	.....	3 05
Logansport . . . . . .Ind.	.....	1	8 26	.....	1 00
do via Chenoa or Bloom....	.....	1	8 26	.....	1 00
Lohrville . . . . . .Iowa	.....	2	12 60	.....	1 50
London . . . . . .Ohio	.....	1	10 25	.....	1 25
§London . . . . . .Ont.	.....	1	10 25	.....	1 25
§ do via Chicago	.....	1	15 80	.....	1 90
London, via Louisville .....Ky.	.....	1	15 80	.....	1 50
do via Cincinnati and Livingston	.....	1	12 72	.....	1 90
do via Evansville.	.....	..	12 72	.....	1 90
§Lone Oak, via Brinkley or Memphis (See Rule 30) . . . . . .Ark.	.....	..	10 46	.....	4 30
Longmont . . . . . .Colo.	.....	2	24 50	.....	2 95
Long Pine . . . . . .Neb.	.....	2	19 01	.....	2 30
Long Rock . . . . . .Wis.	.....	1	11 50	.....	1 40
§ do via Chicago	.....	1	11 50	.....	1 40
Long Branch, via Pittsb. and Penn. R. R. . . . . .N. J.	.....	..	23 25	20 00	2 80
§ do via B. & O. (See Rule 11) or C. & O.	.....	..	21 00	19 00	2 80
do via Buffalo and Scranton or Phillipsburg	.....	..	20 00	19 25	2 80
Longview . . . . . .Tex.	.....	2	17 50	.....	2 10
do via Mineola	.....	2	18 70	.....	2 25

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Longwood . . . .Fla.	.....	2	29 30	.....	4 40
Loogootee . . ..Ind.	.....	1	5 66	.....	70
Lorain . . . .Ohio	.....	1	13 65	13 00	1 75
do via Grafton	.....	1	13 65	13 00	1 75
§ do via Chicago	.....	1	13 65	13 00	1 75
Lordsburg, via El Paso ...N. M.	.....	4	40 80	.....	4 90
Lordsburg, via Kansas City or Burrton and A. T. & S. F. and Deming .....N. M.	.....	4	40 80	.....	4 90
do via New Orleans	.....	4	40 80	.....	4 90
Los Angeles .....Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rule 15)	.....	6	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
do via Billings or Ogden and Huntington or St. Paul	.....	6	65 40	55 40	9 05
§ do via Quannah or Vernon and Dalhart	.....	6	57 50	47 50	....
Los Lunas .....N. M.	.....	3	37 80	35 80	4 65
Loudon, via Evansv. Nash. and Chatt. .. ..Tenn.	.....	1	16 00	.....	2 40
§ do via Martin or Union City and Nashville	.....	1	16 00	.....	2 40
do via Cor. or Gd. Jct. and Chatt.	.....	1	16 00	.....	2 40
do via Cin. and Harriman...	.....	1	16 00	.....	2 40
do via Cin. Liv. and Jellico.	.....	1	16 00	.....	2 40
do via Jellico	.....	1	16 00	.....	2 40
do via Memphis	.....	1	16 00	.....	2 40
do via Louis., Burg. and Harriman	.....	1	16 00	.....	2 40
Loudon, via Pittsburg and Harrisburg .. ..Pa.	.....	..	20 00	17 00	2 40
§ do via Parkersburg, Pittsburg or Wheeling, Cherry Run or Martinsburg (See Rule 11)	.....	..	20 00	17 00	2 40

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C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Louisa, via Louisville and C. & O. .. ..Va.	.....	..	20 65	17 45	2 50
do via Cincinnati and C. & O.	.....	..	20 65	17 45	2 50
Louise .. ..Tex.	.....	2	25 15	.....	3 00
Louisiana .. ..Mo.	.....	1	2 50	.....	30
do via Boat	2 50	..	.....	1 50	....
do via Boat	3rd class or deck			1 00	....
Louisville .. ..Ky.	.....	1	8 00	.....	1 00
do via Indianapolis	.....	..	10 00	.....	1 00
do via Indianapolis (basing only)	.....	1	8 00	.....	1 00
do via Paducah, Ky.	.....	1	9 77	.....	1 00
Louisville .. ..Neb.	.....	1	12 05	.....	1 50
Lowell, via Albany, Troy or Rott. Juct. .....Mass.	.....	..	25 00	21 50	3 10
do via Boston	.....	..	26 10	22 60	3 15
do via New York and Rail	Add to ticket $5.20.	N. Y.	rate via route of		
do via Fall River or Stonington Line, May 1 to October 31 (See Rule 27)	Add to N. Y. rates $4.45 1st class.				
do via Fall River or Stonington Line, Nov. 1 to April 30 (See Rule 27)..	Add to N. Y. rates $3.60 limited.				
Lowell .. ..Neb.	.....	2	15 95	.....	1 95
Loup City .....Neb.	.....	2	17 15	.....	2 10
Lowry City, via Clinton ...Mo.	.....	1	7 55	.....	95
do via Kansas City.....	.....	1	10 60	.....	1 60
§ do via Springfield	.....	1	7 73	.....	95
Luddington .. ..Mich.	.....	1	14 90	.....	1 80
do via Anderson and Ben Harbor	.....	1	14 90	.....	1 80
do via T. Haute and St. Joseph	.....	1	14 90	.....	1 80
do via Chicago	.....	1	14 90	.....	1 80
Lufkin ....Tex.	.....	2	20 05	.....	2 45
Lulaville .. ..Ga.	.....	2	23 15	.....	3 45
Luling, via Houston .....Tex.	.....	3	25 25	.....	3 05
do via West Point and Flatonia	.....	3	25 25	.....	3 05
do via San Antonio	.....	3	26 65	.....	3 05
do via New Orleans	.....	3	25 25	.....	3 05
do via Kansas City	.....	3	*25 25	.....	3 05
Lumberton, via Jackson, Miss or Meridian .. ....Miss.	.....	1	18 00	.....	2 20
Lunenberg, via Mont., Norw. or Malone .....Vt.	.....	§	25 16	21 66	3 05

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Luray ... .Va.	.....	2	21 90	18 65	3 30
§Luther .. ..O. T.	.....	1	15 49	.....	1 90
§Luverne .. ..Iowa	.....	2	12 90	.....	1 55
§Luverne .. ..Minn.	.....	2	15 90	.....	1 95
Luverne .. ..Ala.	.....	3	18 41	.....	2 75
§Luxora, via Cape Girardeau ... .Ark.	.....	1	7 50	.....	1 15
Lyle .. ..Minn.	.....	1	13 25	.....	1 60
§ do via	.....	1	13 25	.....	1 60
Lynchburg, via Nash., Chatt. & Bristol .....Va.	.....	2	21 00	18 00	3 30
do via Cin., C. & O. Ry. Clif. Forge	.....	2	21 00	18 00	3 30
do via Louisville and C. & O. Ry.	.....	2	21 00	18 00	3 30
do via Louisv., Nashv., Chatt. and Bris.	.....	2	21 00	18 00	3 30
do via Cor. or Gd. Jct. and Bristol	.....	2	21 00	18 00	3 30
do via Mart. or U. City, Nash. and Bristol	.....	2	21 00	18 00	3 30
do via Louis., Burg., Harr. and Bristol	.....	2	21 00	18 00	3 30
do via Cin., Harriman and Bristol	.....	2	21 00	18 00	3 30
§ do via Cincinnati and Big Stone Gap or Jellico and and Bristol	.....	2	21 00	18 00	3 30
do via Louisville, Jellico and Bristol	.....	2	21 00	18 00	3 30
do via Norton	.....	2	21 00	18 00	3 30
do via Cin., Col. or Chillicothe and N. & W.....	.....	2	21 00	18 00	3 30
do via Memphis	.....	2	21 00	18 00	3 30
do via Washington	.....	3	25 45	22 20	4 75
§Lynxville .. ..Wis.	.....	1	11 95	.....	1 45
do via Boat	.....	1	13 00	6 75	....
do via Boat	3rd class or deck			5 00	....
Lyons .. ..Colo.	.....	2	24 95	.....	3 00
Lyons ... .Ia.	.....	..	.....	.....	....
§ do via Fulton	.....	1	8 45	.....	1 05
Lyons. . .....Kans.	.....	2	14 15	.....	1 70
Lyons. . .....N. Y.	.....	..	20 33	18 08	2 45
do via Cincinnati.	.....	..	20 33	18 08	2 45
Lynn. . .....Ind.	.....	1	9 00	.....	1 10
Macomb. . .....Ill.	.....	1	5 15	.....	65
do via Quincy	.....	1	5 85	.....	75
Macon, via Nash. and Chatt. ..... Ga.	.....	2	21 25	.....	3 15

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Macon, via Louisville and Burgin.	.....	2	21 25	.....	3 15
do via Cincinnati.	.....	2	21 25	.....	3 15
do via Louisville.	.....	2	21 25	.....	3 15
do via Montgomery.	.....	2	21 25	.....	3 15
do via Martin and Nash.	.....	2	21 25	.....	3 15
do via Cor. or Gd. Junction and Chatt.	.....	2	21 25	.....	3 15
do via Cols. and Atlanta.	.....	2	21 25	.....	3 15
§ do via Tupelo or Holly Spgs. and Birm.	.....	2	21 25	.....	3 15
do via Memphis and Birmingham.	.....	2	21 25	.....	3 15
do via Memphis and Chattanooga.	.....	2	21 25	.....	3 15
do via Columbus, Miss. and Atlanta.	.....	2	24 70	.....	3 70
do via Atlanta and Ga. R. R.	.....	2	21 25	.....	3 15
Macon. Miss.	.....	2	24 70	.....	3 70
Macon, via Moberly. Mo.	.....	1	13 80	.....	1 70
do via Hannibal.	.....	1	5 08	.....	65
Mackinaw City Mich.	.....	1	5 08	.....	65
§ do via Anderson and Niles or Bar Harbor.	.....	2	17 41	.....	2 10
§ do via Ft. Wayne.	.....	2	17 41	.....	2 10
§ do via Chicago.	.....	2	17 41	.....	2 10
Mackinac Island. Mich	Add 50c to Mackinaw City via rail routes.	2	17 41	.....	2 10
do via Chicago and Manitou or Nor. S. S. Co. (Meals and berth extra).	.....	..	14 50	.....	.....
(Note—Via Manitou Steam Ship Co: June 18 to Sept. 10; via Northern Steam Ship Co., June 20 to Sept. 10.)					
Madera. Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and San Francisco.	.....	5	57 50	.....	8 10
do via Barstow and Los Angeles.	67 50	..	57 50	.....	8 10
do via Denver, Col. Springs or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
Madera, via New Orleans and Tex. Pac.	A67 50	6	B57 50	C47 50	8 10
§ do via N. O. and Southern Tex. Pac.	A67 50	6	B57 50	C47 50	8 10
Madill, via Sapulpa or Hugo. I. T.	.....	2	17 00	.....	2 05
Madison. S. Dak.	.....	2	18 47	.....	2 25

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Madison, via N. Vernon. ....Ind.	.....	1	8 65	.....	1 05
do via Indianapolis	.....	1	*8 65	.....	1 05
do via Indianapolis.	.....	1	10 00	.....	1 05
§Madison. ..... Minn.	.....	3	19 21	.....	2 35
do via Chicago.	.....	3	21 12	.....	2 35
§Madison. ..... Wis.	.....	1	10 51	.....	1 30
§ do via Chicago.	.....	1	10 51	.....	1 30
Madrid. ..... Iowa.	.....	1	10 70	.....	1 30
Magdalena, via El Paso ...Mex.	.....	6	54 45	53 65	....
do via Kansas City	.....	6	54 45	53 65	....
do via New Orleans.	.....	6	54 45	53 65	....
do via Burrton and Benson ..	.....	5	54 45	53 65	....
do via Burrton and Deming...	.....	6	54 45	.....	....
Magnolia. ..... Ark.	.....	2	14 84	.....	1 80
Magnolia Springs. ..... Fla.	.....	2	26 10	.....	3 90
Magnolia. ..... Miss.	.....	1	18 00	.....	2 20
Mahonoy City, via Pitts. and Harrisburg or Sunbury, Pa	.....	..	21 00	18 50	2 55
do via Philadelphia.	.....	..	21 00	18 50	2 55
do via Buff., Susp. Bridge or Sala.	.....	..	21 00	18 50	2 50
Maiden Rock. ..... Wis.	.....	2	15 67	.....	1 95
do via Chicago.	.....	1	15 67	.....	1 95
Maitland. ..... Fla.	.....	2	29 50	.....	4 45
Malaga, via Amarillo or Pecos. ..... N. M.	.....	3	31 40	.....	3 80
§Malden. ..... Mo.	.....	1	5 95	.....	70
Malvern ..... Ark.	.....	1	11 75	.....	1 45
Malvern. ..... Iowa.	.....	1	11 25	.....	1 35
Mammoth Cave and Return.Ky.	.....	..	16 50	.....	....
Manatee. ..... Fla.	.....	2	32 30	.....	4 85
Manchester. ..... Iowa.	.....	1	10 27	.....	1 25
do via Dubuque or Burlington.	.....	2	10 27	.....	1 25
§ do via Freeport.	.....	1	10 27	.....	1 25
Manchester, via Albany, Troy or Rotterdam Jct. ..N. H.	.....	§	25 00	21 50	3 00
do via Montreal, Norwood or Malone.	.....	§	25 00	21 50	3 00

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*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Mandan. . . . . N. Dak.	.....	3	28 85	26 15	3 50
Maney, via Texarkana. . . . . La.	.....	1	18 95	.....	2 30
Mangum. . . . . O. T.	.....	1	20 30	.....	2 45
do via Chickasha or Hobart.	.....	2	20 30	.....	2 45
Manhattan. . . . . Kan.	.....	1	10 05	.....	1 35
Manitowoc, via Chicago. . . Wis.	.....	1	12 37	.....	1 50
Manitou. . . . . Col.	.....	2	24 60	.....	2 95
do via Denver.	.....	2	24 60	.....	2 95
Mankato. . . . . Kan.	.....	2	14 25	.....	1 75
Mankato. . . . . Minn.	.....	2	15 30	.....	1 85
do via Peoria.	.....	2	15 30	.....	1 85
do via Chicago.	.....	2	15 30	.....	1 85
Manley Junction. . . . . Iowa.	.....	..	12 75	.....	1 50
Manning. . . . . Iowa.	.....	2	12 45	.....	....
Mansfield. . . . . Ill.	.....	1	4 71	.....	60
§Mansfield, via Springfield. . Mo.	.....	1	8 61	.....	1 05
Mansfield, via Texarkana or Shreveport. . . . . La.	.....	1	17 70	.....	2 15
Mansfield, via Marion or Galion. . . . . Ohio.	.....	1	12 00	.....	1 45
do via Ft. Wayne, Hunt'n. or Defiance.	.....	1	12 00	.....	1 45
do via Chicago or Bloomington.	.....	1	12 00	.....	1 45
do via Urbana or Dayton...	.....	1	12 00	.....	1 45
do via Cincinnati.	.....	..	12 00	.....	1 45
Mansfield. . . . . Ark.	.....	1	13 45	.....	1 65
§Manson. . . . . Iowa.	.....	2	12 52	.....	1 55
§ do via Freeport.	.....	2	12 52	.....	1 55
Manuelito. . . . . N. M.	.....	4	45 95	43 15	5 80
do via Kansas City.	.....	4	45 95	43 15	5 80
Manunka Chunk, via Pitts. and Northum. . . . . N. J.	.....	..	21 00	18 50	2 55
do via Pitts., Phila. and Trenton	.....	..	21 80	19 30	2 65
do via Buffalo.	.....	..	21 00	18 50	2 55
Mapimi, via El Paso. . . . . Mex.	.....	7	43 95	42 25	....
do via Kansas City	.....	7	43 95	42 25	....
do via New Orleans and El Paso.	.....	7	43 95	42 25	....
do via Burrton.	.....	7	43 95	42 25	....
Maple River Junction. . . . . Iowa.	....	2	12 46	.....	1 50
Maplesville, via M. & O. . . Ala.	.....	4	16 80	.....	2 05
Maquoketa. . . . . Iowa.	.....	1	9 20	.....	1 10
Marathon. . . . . Iowa.	.....	2	13 56	.....	1 65
§Marengo. . . . . Iowa.	.....	1	9 05	.....	1 10

§ Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Marfil, via Eagle Pass.....Mex.	.....	6	54 70	47 00	....
do via El Paso.	.....	6	54 70	47 00	....
do via New Orleans.	.....	7	54 70	47 00	....
Marianna. . .....Ark.	.....	1	9 48	.....	1 15
Marianna. . .....Fla.	.....	2	22 27	.....	3 35
Maricopa, via E. Paso.....Ariz.	.....	4	53 10	47 50	6 40
§ do via K. C. or Burrton and Dem.	.....	4	53 10	47 50	6 40
do via New Orleans.	.....	4	53 10	47 50	6 40
§Marietta, via B. & O. S. W. ....Ohio	.....	1	14 25	12 50	1 75
§ do via Columbus	.....	1	14 25	12 50	1 75
§ do via Newcomertown	.....	1	14 25	12 50	1 75
Marietta, via Evans. Nashv. and Chatt. .....Ga.	.....	2	18 00	.....	2 70
do via Cairo and Nash.	.....	2	18 00	.....	2 70
do via Cor. or Gd. Jct. and Chatt.	.....	2	18 00	.....	2 70
do via Louisville and Burgin	.....	2	18 00	.....	2 70
do via Cin. and Chatt.	.....	2	18 00	.....	2 70
do via Mem. and Chatt.....	.....	2	18 00	.....	2 70
Marion, via Meridan .....Ala.	.....	2	16 85	.....	2 90
do via Birmingham and Akron	.....	2	16 85	.....	2 90
do via Tuscaloosa and Akron	.....	2	16 85	.....	2 90
Marion, via Hoxie or Jonesboro .. ..Ark.	.....	1	9 15	.....	1 10
do via Springfield	.....	1	14 10	.....	1 70
Marion ... .Ind.	.....	1	8 70	.....	1 05
do via Bloomington or Chenoa	.....	1	8 70	.....	1 05
do via Anderson, Logansport or Peru	.....	1	8 70	.....	1 05
Marion ....Ill.	.....	1	3 48	.....	45
do via Mt. Vernon	.....	1	3 48	.....	45
Marion .. ..Kan.	.....	1	12 45	.....	1 50
Marion, via Nashville and P. Rock. .. ..N. C.	.....	2	21 30	19 95	3 25
do via Cor. or Gd. Jct. and P. Rock.	.....	2	21 30	19 95	3 25
do via Louisville and Jellico	.....	2	21 30	19 95	3 25
Marion, via Cincinnati and Harriman Jc. .....N. C.	.....	2	21 30	19 95	3 25
do Cin., Livingston and Jellico	.....	2	21 30	19 95	3 25
do via Louisville, Burg., and Harr. Jc.	.....	2	21 30	19 95	3 25
do via Memphis and P. Rock.	.....	2	21 30	19 95	3 25

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Marion .. ..Mo.	.....	1	5 25	.....	65
Marion .. ..Ohio	.....	1	11 00	.....	1 35
do via Columbus	.....	1	11 00	.....	1 35
do via Urbana or Dayton.	.....	1	11 00	.....	1 35
do via Cincinnati	.....	..	11 00	.....	1 35
do via Louisville	.....	1	15 75	.....	1 35
do via Chicago	.....	1	13 00	.....	1 35
Marion, via Houston .....Tex.	.....	3	26 20	.....	3 15
do via West Point and Flatonia	.....	3	26 20	.....	3 15
Market Lake, via Granger or Ogden (See Rule 15) .. ..Idaho	.....	4	40 00	35 00	4 80
Marlin .. ..Tex.	.....	2	21 75	.....	2 65
Maroa ....Ill.	.....	1	3 94	.....	45
Marquette .. ..Kan.	.....	1	13 60	.....	1 65
Marquette, via Chicago ..Mich.	.....	1	18 37	.....	....
do via Chicago and L. M. & L. S. T. Co. (Meals and berth included)	.....	..	.....	.....	....
Marshall .. ..Ill.	.....	1	4 68	.....	60
Marshall .. ..Mich.	.....	1	10 92	.....	1 35
do via Chicago	.....	1	10 92	.....	1 35
§Marshall .. ..Minn.	.....	3	18 13	.....	2 20
§ do via Sioux City	.....	2	18 13	.....	2 20
§ do via Chicago	.....	3	18 13	.....	2 20
Marshall .. ..Mo.	.....	1	5 65	.....	70
Marshall, via Louisville and Jellico ....N. C.	.....	2	19 25	.....	2 90
do via Nashville and P. Rock, ...	.....	2	19 25	.....	2 90
do via Cor. or Gd. Jct. and P. Rock	.....	2	19 25	.....	2 90
§ do via Martin or Union City and P. Rock	.....	2	19 25	.....	2 90
do via Cin. and Harriman..	.....	2	19 25	.....	2 90
do via Cin., Livingston and Jellico	.....	2	19 25	.....	2 90
do via Louisv., Bur., and Harr.	.....	2	19 25	.....	2 90
do via Memphis and P. Rock	.....	2	19 25	.....	2 90
Marshall .. ..Tex.	.....	1	16 80	.....	2 05
do Greenville and Winnsboro	.....	2	17 75	.....	2 15
Marshalltown .. ..Iowa	.....	1	9 85	.....	1 20
do via Jacksonv., Burling., or Peoria	.....	1	9 85	.....	1 20
Marshfield .. ..Mo.	.....	1	6 40	.....	80
§Marshfield .. ..Wis.	.....	1	15 50	.....	1 90
Martin .. ..Tenn.	.....	1	6 50	.....	80
do via Union City	.....	1	6 50	.....	80

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Martinsburg, via Parkersburg Pittsburg or Wheeling (See Rule 11) ...W. Va.	.....	..	20 00	17 00	2 40
do via Pittsburg and Harrisburg	.....	..	20 00	17 00	2 40
Martinsville, via Vincennes..Ind.	.....	1	6 98	.....	90
do via Indianapolis	.....	1	8 30	.....	1 05
Martinsville, via Cin. or Columbus and N. & W.....Va.	.....	2	22 10	.....	2 65
do via Harriman and Asheville	.....	2	22 95	.....	2 65
Maryville .. ..Mo.	.....	1	9 50	.....	1 15
Marysville, via Kansas City or or Hiawatha or St. Joe .. ..Kan.	.....	1	11 79	.....	1 45
Marysville .. ..Cal.	67 50	6	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via Den., Col. Spgs. or Pueblo and Albuq. and Bak.	67 50	6	57 50	47 50	8 10
do via Billings or Gd. Jct., Ogden and Hunt.	.....	7	65 40	55 40	9 05
do via St. Paul or Minn. and Port.	.....	9	65 40	55 40	9 05
§ do via New Orleans	A67 50	7	B57 50	C47 50	8 10
Marysville, via Billings or St. Paul .. ..Mont.	.....	..	40 00	35 00	8 10
Mason City .....Ill.	.....	1	4 00	.....	50
§ do via Mt. Pulaski	.....	1	4 00	.....	50
Mason City .....Iowa	.....	1	12 50	.....	1 50
do via McGregor, Prairie du Chien, or Peoria	.....	2	12 50	.....	1 50
Mason City .....W. Va.	.....	2	13 45	.....	1 65
do via Parkersburg	.....	2	14 25	.....	1 50
do via Kenova	.....	2	13 45	.....	1 50
Massillon .. ..Ohio	.....	1	13 85	.....	1 70
do via Wellington	.....	1	13 85	.....	1 70
do via Crestline	.....	1	13 85	.....	1 70
do via Ft. Wayne.	.....	1	13 85	.....	1 70
do via Cincin. (Not via Penn. Lines)	.....	..	13 85	.....	1 70

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ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Massillon, via Chicago	.....	1	13 85	.....	1 70
Matamoras, via Eagle Pass Mex.	.....	4	43 35	41 65	....
do via Kansas City	.....	7	43 35	41 65	....
Matanzas, via Mobile and Steamer .. ..Cuba	.....	10	D55 35	39 85	....
do via Havana and Rail ....E	$3.10 route of ticket.		more than Havana,		via
Matteson .. ..Ill.	.....	1	7 08	.....	85
§Mattoon .. ..Ill.	.....	1	3 84	.....	50
§ do via Ashley or Mount Pulaski	.....	1	3 84	.....	50
Mauston .. ..Wis.	.....	1	13 60	.....	1 65
do via Chicago	.....	1	13 60	.....	1 65
Mauch Chunk, via Pittsb. or Harrisburg .. ..Pa.	.....	..	21 00	18 50	2 55
§ do via Philadelphia (See Rule 11)	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Sala.	.....	..	21 00	18 50	2 55
Maxie, via Jackson, Miss..Miss.	.....	1	18 00	.....	2 20
do via Meridian and Hattiesburg	.....	1	18 00	.....	....
Maxton, via Atlanta .....N. C.	.....	2	25 40	21 65	3 85
Mayer, via Albuquerque and Ash Fork ..... Ark.	.....	6	56 75	51 15	6 85
Mayfield, via Paducah. .....Ky.	.....	1	6 06	.....	75
do via Fulton.	.....	1	6 80	.....	75
Maysville, via Cin and C. & O. .....Ky.	.....	1	10 75	.....	1 30
do via Louisville.	.....	1	10 75	.....	1 30
Mayville. . .....N. Dak.	.....	3	25 12	.....	3 05
do via Chicago.	.....	3	25 12	.....	3 05
do via Boat and St. Paul.....	25 12	..	.....	20 10	....
Mayville. . .....N. Y.	.....	1	17 75	16 00	2 15
do via Cleveland and Westfield.	.....	..	17 75	16 00	2 10
do via Dayton, Urbana or Akron	.....	..	17 75	16 00	2 10
do via Pittsburg.	.....	..	17 75	16 00	2 10
Mazomanie. . .....Wis.	.....	1	11 22	.....	1 45
do via Chicago.	.....	1	11 22	.....	1 45
McAlester. . .....I. T.	.....	1	14 50	.....	1 75
do Kansas City	.....	1	14 50	.....	1 75
McArthur Junction. . ....Ohio.	See Dundas.				

§ Continuous passage only.
D Includes meals and stateroom accommodation on steamer.
E Tickets should be in the form of exchange orders on steamer lines from New Orleans, Mobile, Port Tampa or Miami, according to route used.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
McCammon, via Ogd. or Granger. (See Rule 23)..Idaho.	.....	4	40 00	35 00	4 80
McComb. . .....Miss.	.....	1	18 00	.....	2 20
McCook . .....Neb.	.....	2	18 64	.....	2 25
McCracken. . .....Kans.	.....	1	16 55	.....	2 00
McGehee, via Little Rock..Ark.	.....	2	13 52	.....	1 65
§McGregor. . .....Iowa.	.....	1	11 50	.....	1 45
§ do via Chicago or Peoria. ...	.....	1	11 50	.....	1 45
do via Boat.....	12 00	..	.....	6 25	....
do via Boat.....	3rd class or deck			4 50	....
McGregor. . .....Tex.	.....	2	22 10	.....	2 65
do via Paris or Ft. Worth..	.....	3	22 10	.....	2 65
do via Waco.	.....	2	22 10	.....	2 65
do via Kansas City	.....	2	*22 10	.....	2 65
McKeesport, via B. & O. or Erie and P. & I. E.....Pa.	.....	1	16 00	13 75	1 95
§McKenzie, via Marion or Union City .....Tenn.	.....	1	7 25	.....	90
§ do via Milan.	.....	1	8 50	.....	1 05
McKinney. . .....Tex.	.....	2	18 25	.....	2 20
do via Kansas City	.....	2	*18 25	.....	2 20
McMinnville. . .....Tenn.	.....	1	13 15	.....	1 95
do via Martin or Union City.	.....	2	13 15	.....	1 95
McNeill. . .....Ark.	.....	1	14 59	.....	1 75
McPherson. . .....Kans.	.....	1	13 35	.....	1 60
Meadville. . .....Pa.	.....	2	16 35	14 60	2 00
do via Cincinnati.	.....	2	16 35	14 60	2 00
do via Urbana, Dayton or Akron.	.....	1	16 35	14 60	2 00
Mechanicsburg, via Pittsb. and Harrisburg. . .....Pa.	.....	..	20 00	17 00	2 40
§ do via Parkersburg, Pittsb. or Wheeling and Martinsburg. (See Rule 11).....	.....	..	20 00	17 00	2 40
Medicine Lodge. . .....Kan.	.....	1	15 20	.....	1 85
do via Frisco System and Wichita.	.....	1	15 20	.....	1 85
Medora. . .....Ind.	.....	1	7 25	.....	95
Medora. . .....Kans.	.....	1	13 85	.....	1 60
Melbourne. . .....Fla.	.....	2	31 05	.....	4 65
Melbourne . .....Iowa.	.....	1	9 85	.....	....
§Melrose. . .....Minn.	.....	2	19 24	.....	2 35
§ do via Chicago	.....	2	19 24	.....	2 35
Melrose, via Granger or Ogden (See Rule 15).....Mont.	.....	4	40 00	35 00	4 80
Memphis. . .....Mo.	.....	1	6 14	.....	75
§Memphis. . .....Tenn.	.....	1	9 20	.....	1 15
§ do via Humboldt.	.....	1	9 20	.....	1 15
§ do via M. & O. and Jackson.	.....	1	9 20	.....	1 15

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Memphis, via Cape Girardeau.	.....	1	9 20	.....	1 15
§ do via Knoble and Wynne..	.....	1	9 20	.....	1 15
do via Cornith.	.....	1	11 55	.....	1 15
§ do via Springfield.	.....	1	14 65	.....	1 80
Mena, via Neosho, Poteau or Texark. . .....Ark.	.....	1	14 80	.....	1 80
Menard. . .....Ill.	.....	1	2 21	.....	30
do via Coulterville.	.....	1	2 21	.....	30
do via Pinckneyville.	.....	1	2 21	.....	30
do via Cory or Sparta.....	.....	1	2 21	.....	....
do and Return.	.....	30	4 00	.....	....
Menasha. . .....Wis.	.....	1	12 85	.....	1 55
do via Chicago.	.....	1	12 85	.....	1 55
Mendota. . .....Ill.	.....	1	6 76	.....	85
do via C., B. & Q.....	.....	1	6 76	.....	85
Menlo. . .....Iowa.	.....	1	11 20	.....	1 35
Menominee. . .....Wis.	.....	2	16 00	.....	1 95
do via Chicago or Bloomington.	.....	2	16 00	.....	1 95
Merced. . .....Cal.	67 50	5	57 50	47 50	8 10
do via El Paso.	.....	6	57 50	47 50	8 10
§ do via Kansas City.	.....	6	57 50	47 50	8 10
do via Barstow and Los Angeles.	67 50	6	57 50	.....	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.....	67 50	6	57 50	47 50	8 10
do via Ogden and San Francisco. (See Rule 18).....	.....	6	57 50	.....	8 10
§ do via Quannah, Vernon and Dalhart.	67 50	6	57 50	.....	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
Mercersburg, via Pittsburg and Harrisburg. . .....Pa.	.....	..	20 45	17 45	2 40
§ do via Parkersb., Pittsb., or Wheeling and Cherry Run or Martinsburg. (See Rule 11).	.....	..	20 45	17 45	2 40
Merriam Junction. .....Minn.	.....	1	16 00	.....	1 90
do via Chicago.	.....	1	16 00	.....	1 90
§Meridian, via M. & O.....Miss.	.....	1	15 55	.....	1 90
§ do via Birmingham	.....	1	15 55	.....	1 90
§ do via Jackson. . .....Miss.	.....	1	15 55	.....	1 90
§ do via Louisv., or Cin. and Chatt.	.....	2	21 55	.....	2 60

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B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
MerRouge. . . . . La.	.....	1	15 47	.....	1 85
Metropolis. . . . . Ill.	.....	1	4 88	.....	60
Mexia. . . . . Tex.	.....	2	21 40	.....	2 60
do via Denison or Sherman. .	.....	2	21 40	.....	2 60
do via Kansas City	.....	2	*21 40	.....	2 60
Mexico. . . . . Mo.	.....	1	3 30	.....	40
Mexico City . . . . . Mex.	.....	6	54 25	46 80	....
do via Eagle Pass and Torreon.	.....	7	54 25	46 80	....
do via El Paso.	.....	7	54 25	46 80	....
do via Kansas City	.....	6	54 25	46 80	....
do via Burrton or K. C. and La Junta.	.....	7	54 25	46 80	....
do via New Orleans.	.....	7	54 25	46 80	....
do and Return, tourist.	.....	9 mo.	76 15	.....	....
§Meyersdale, via Pitts. and B. & O. . . . . Pa.	.....	..	19 15	16 90	....
Miami. . . . . Fla.	.....	2	36 25	.....	5 45
Miami. . . . . Tex.	.....	2	20 20	.....	2 45
do via Kansas City.	.....	2	20 20	.....	2 45
Micanopy. . . . . Fla.	.....	2	27 70	.....	4 15
Michigan City. . . . . Ind.	.....	1	9 25	.....	1 15
do via Indianapolis.	.....	1	9 25	.....	1 15
do via Chicago	.....	1	9 25	.....	1 15
Middlesborough, via Louisville. . . . . Ky.	.....	1	14 46	.....	2 25
do via Cin. and Liv.	.....	1	14 46	.....	2 25
Middleton, via Cornith. . . . Tenn.	.....	1	9 93	.....	1 30
do via Grand Junct.	.....	1	9 95	.....	1 35
do via Memphis.	.....	1	10 30	.....	1 30
Middleport, via Columbus, Athens or Dundas. . Ohio.	.....	1	13 35	.....	1 60
do via Cincinnati.	.....	..	13 35	.....	1 60
do via Bloomington.	.....	1	13 35	.....	1 60
Midland . . . . . Tex.	.....	3	28 60	.....	3 45
do via Ft. Worth	.....	3	28 60	.....	3 45
do via Kansas City	.....	3	*28 60	.....	3 45
Mifflin, via Pittsburg . . . . . Pa.	.....	..	20 00	17 00	2 40
Mifflinburg, via Pittsburg. . Pa.	.....	..	20 00	17 00	2 40
Milaca . . . . . Minn.	.....	2	18 20	.....	2 20
do via Chicago	.....	2	18 20	.....	2 20
Milan . . . . . Tenn.	.....	1	7 40	.....	90
do via Humboldt	.....	1	7 55	.....	95
Milan . . . . . Ind.	.....	1	9 00	.....	1 10
Milan . . . . . Mich.	.....	1	12 26	.....	1 50
Milan . . . . . Mo.	.....	1	7 15	.....	85
Milano . . . . . Tex.	.....	2	22 35	.....	2 70
do via Waco, Paris or Ft. Worth	.....	2	22 35	.....	2 70
do via Denison.	.....	2	22 35	.....	2 70
do via Kansas City	.....	2	*22 35	.....	2 70

§Continuous passage only

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ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Milbank Junction .....S. Dak.	.....	2	21 35	.....	2 60
Miles City .....Mont.	.....	4	33 85	30 05	4 10
do via Chicago and St. Paul	.....	4	37 95	34 85	4 55
Milford ... .Neb.	.....	1	13 49	.....	1 65
Milford .. ..Ind.	.....	1	9 30	.....	1 15
do via Chicago	.....	1	9 30	.....	1 15
Milford Centre .....Ohio	.....	1	10 25	.....	1 25
do via Cincinnati	.....	..	10 25	.....	1 25
§Milford Junction .....Ill.	.....	1	6 31	.....	80
Milledgeville .. ..Ill.	.....	1	9 72	.....	1 15
Millerburg, via Cincinnati..Ky.	.....	1	10 62	.....	1 60
do via Louisville	.....	1	10 62	.....	1 60
§Millersburg .. ..Ohio	.....	1	13 15	.....	1 60
§ do via Chicago	.....	1	13 15	.....	1 60
Millersburg, via Ind. & Pittsburg ... .Pa.	.....	..	20 00	17 00	2 40
Millerton .. ..Kan.	.....	1	13 40	.....	1 65
Milnor .. ..N. Dak.	.....	2	23 45	.....	2 80
do via Chicago	.....	2	23 45	.....	2 80
Milton Junction .....Wis.	.....	1	10 50	.....	1 30
do via Chicago	.....	1	10 50	.....	1 30
Milwaukee .. ..Wis.	.....	1	10 05	.....	1 25
do via Chicago	.....	1	10 05	.....	1 25
do via Rock Island	.....	1	10 05	.....	1 25
Minco .. ..I. T.	.....	2	17 85	.....	2 15
Minden, via Stamps or Hope.La.	.....	2	16 85	.....	2 00
do via Sibley	.....	2	16 60	.....	2 00
Minden .. ..Neb.	.....	2	15 95	.....	1 95
Mineola .. ..Tex.	.....	2	18 70	.....	2 25
do via Denison	.....	2	18 70	.....	2 25
Mineral Point .....Wis.	.....	1	10 38	.....	1 25
do via Chicago	.....	1	10 38	.....	1 25
Mineral Wells .....Tex.	.....	3	21 25	.....	2 55
do via Ft. Worth	.....	3	21 25	.....	2 55
Minonk .. ..Ill.	.....	1	5 37	.....	65
Minneapolis .. ..Minn.	.....	1	16 00	.....	1 95
do via Chicago	.....	..	16 00	.....	1 95
do via Council Bluffs	.....	2	21 70	.....	3 50
Minnetonka Beach .....Minn.	.....	1	16 60	.....	2 00
do via Chicago	.....	1	16 60	.....	2 00
Minneola .. ..Fla.	.....	2	29 25	.....	4 50
Minn. Junction .....Wis.	.....	1	11 75	.....	1 45
do via Chicago	.....	1	11 75	.....	1 45
§Minneiska ....Minn.	.....	1	14 56	.....	1 75
do via Boat	15 25	..	.....	10 50	....
do via Boat	3rd class or deck			5 75	....
Minot .. ..N. Dak.	.....	3	30 35	26 00	3 60
do via Chicago	.....	3	30 35	26 00	3 60
Minto .. ..N. Dak.	.....	3	26 45	26 00	3 20
do via Chicago	.....	3	26 45	26 00	3 20

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Mississippi City, via L. & N. ... .Miss.	.....	..	18 00	.....	2 70
Missoula, via St. P. or B. & M. and Bl'ngs. .....Mont.	.....	4	42 20	37 20	5 10
do via Denver and Bill. (See Rules 15 and 17)...	.....	4	42 20	37 20	5 10
do via Chicago and St. Paul.	.....	4	50 70	45 70	6 10
Missouri Valley ..... Iowa	.....	1	71 90	.....	1 45
Mitchell .. ..Ind.	.....	1	6 53	.....	80
do via Greencastle or Limedale	.....	1	6 53	.....	85
Mitchell .. ..S. Dak.	.....	2	18 25	.....	2 20
Mitchellsburg, via Louisville. .. ..Ky.	.....	1	10 60	.....	1 60
§Moawequa .. ..Ill.	.....	1	3 33	.....	40
Moberly .. ..Mo.	.....	..	4 40	.....	50
Mobile, via M. & O. R. R..Ala.	.....	1	16 85	.....	2 05
do via L. & N. R. R.....	.....	..	16 85	.....	2 05
do via Holly Spgs. and Birm.	.....	1	16 85	.....	2 05
Mojave .. ..Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rule 15)	.....	6	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via Kansas City	.....	6	57 50	47 50	8 10
do via Ogden and San Francisco (See Rule 15)	.....	6	57 50	.....	8 10
§ do via Quanah or Vernon and Dalhart	.....	6	57 50	47 50	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	....
Moline .. ..Ill.	.....	1	7 28	.....	90
do via Peoria	.....	1	7 28	.....	90
Moline .. ..Kan.	.....	1	12 05	.....	1 45
Momence .. ..Ill.	.....	1	6 59	.....	80
§ do via Kankakee	.....	1	6 59	.....	80
§Mona, via Freeport ....Iowa	.....	1	13 21	.....	1 60
§Monclova, via Eagle Pass. Mex.	.....	6	36 15	34 60	....
§ do via Kansas City	.....	6	26 15	34 60	....
Monee ....Ill.	.....	1	6 90	.....	85
Monett ....Mo.	.....	1	8 50	.....	1 05
Monmouth .. ..Ill.	.....	1	5 68	.....	85
Monroe .. ..Iowa	.....	1	9 05	.....	....
Monroe .. ..Mo.	.....	1	3 95	.....	45

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C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Monroe .. ..Mich.	.....	1	12 59	.....	1 55
do via Chicago	.....	1	12 59	.....	1 55
Monroe, via Nash. and Atl.N. C.	.....	3	22 95	19 95	3 45
Monroe, via McGehee .....La.	.....	1	16 31	.....	2 00
do via Meridian, Jackson, Miss., or Vicksburg	.....	1	16 31	.....	2 00
Monroeville ... .Ohio	.....	1	12 85	.....	1 55
do via Shelby	.....	1	12 85	.....	1 55
do via Ft. Wayne	.....	1	12 85	.....	1 55
do via Chicago or Bloomington	.....	1	12 85	.....	1 55
do via Bellefontaine and Clyde	.....	1	12 85	.....	1 55
do via Cincinnati	.....	..	12 85	.....	1 55
§Monterey, via Laredo or Eagle Pass .....Mex.	.....	5	36 15	34 60	....
§ do via Kansas City	.....	5	36 15	34 60	....
do and return .....Tourist	.....	9 mo.	49 00	.....	....
Monterey.....Cal	50 cents higher than San Francisco via route of ticket.				
Monte Ne .....Ark.	.....	1	10 45	.....	....
do and return	.....	90	12 50	.....	....
Monte Vista, via Pueblo...Col.	.....	3	32 85	.....	3 95
do via Denver or Colo. Spgs.	.....	3	32 85	.....	3 95
Montezuma .. ..Iowa	.....	1	9 12	.....	1 15
Monticello .. ..Ark.	.....	1	14 42	.....	1 75
Monticello .. ..Ill.	.....	1	4 30	.....	55
Monticello .. ..Iowa	.....	1	9 49	.....	1 15
§Monticello .. ..Minn.	.....	3	17 42	.....	2 10
§ do via Chicago	.....	3	17 42	.....	2 10
Montgomery .. ..Ala.	.....	2	16 85	.....	2 05
do via Evansville and Nashville	.....	..	16 85	.....	2 05
do via Mem. and Decatur..	.....	2	16 85	.....	2 05
do via Holly Springs	.....	2	16 85	.....	2 05
do via Louisville	.....	2	21 25	.....	4 55
do via Cincin. and Chattanooga	.....	2	21 25	.....	4 55
Montgomery, via Cin. or Louisv. and C. & O.....W. Va.	.....	1	15 10	.....	1 85
Montpelier .. ..Ohio	.....	1	11 26	.....	1 40
Montpelier .. ..Vt.	.....	3	24 50	21 00	2 95
Montreal .. ..Que.	.....	..	24 00	21 00	2 90
do via Buffalo	.....	..	24 00	21 00	2 90
do via Cincinnati	.....	..	24 00	21 00	2 90
Montrose .. ..Ark.	.....	1	14 22	.....	1 70
Montrose .. ..Iowa	.....	1	6 33	.....	85
do via Boat	5 50	..	.....	3 25	....
do via Boat	3rd class or deck			2 25	....

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Montrose .. ..Mo.	.....	1	7 25	.....	90
Montrose, via Pueblo or Denver .. ..Col.	.....	3	37 20	35 00	4 50
Moorcroft ....Wyo.	.....	3	30 70	30 05	3 90
Moorhead .. ..Minn.	.....	2	23 24	.....	2 80
do via Chicago	.....	2	23 24	.....	2 80
§Moorehouse .. ..Mo.	.....	1	5 07	.....	65
Moran .. ..Kan.	.....	1	9 80	.....	1 20
Moravia ....Iowa	.....	1	7 65	.....	95
Morgan ....Tex.	.....	2	21 15	.....	2 55
do via Ft. Worth.	.....	3	21 15	.....	2 55
do via Hearne	.....	2	23 90	.....	2 55
do via Denison and Ft. Worth	.....	2	21 15	.....	2 55
§Morgan City, via New Orleans ..... La.	.....	2	20 40	.....	2 45
do via Waco	.....	2	21 75	.....	2 55
Morganton, via Nash. and P. Rock .. ..N. C.	.....	2	22 00	20 00	3 30
do via Martin or Un. City, Nash. and P. Rock	.....	2	22 00	20 00	3 30
do via Corinth or Gd. Jct. and P. Rock.....	.....	2	22 00	20 00	3 30
do via Louisville and Jellico	.....	2	22 00	20 00	3 30
do via Lou., Burg. & Harriman	.....	2	22 00	20 00	3 30
do via Cin. and Harriman..	.....	2	22 00	20 00	3 30
do via Cin. Livingston and Jellico	.....	2	22 00	20 00	3 30
•Morley .. ..Mo.	.....	1	4 73	.....	60
Morning Sun .....Iowa	.....	2	7 00	.....	....
Morrilton, via Little Rock..Ark.	....	2	11 85	.....	1 45
Morris .. ..Minn.	.....	2	20 70	.....	2 50
do via Nor. Pac.	.....	2	20 70	.....	2 50
do via Chicago	.....	2	20 70	.....	2 50
Morristown, via Chattanooga .. ..Tenn.	.....	2	17 25	.....	2 90
do via Cin. and Jellico or Harr.	.....	2	17 25	.....	2 90
do via Memphis	.....	2	17 25	.....	2 90
do via Louisv. and Jellico or Harr.	.....	2	17 25	.....	2 90
Morristown, via Louisv. or Cin. and Cum. Cap .....Tenn.	.....	2	17 25	.....	2 90
do via Corinth or Gd. Jct....	.....	2	17 25	.....	2 90
§ do via Union City or Martin and Chatt.	.....	2	17 25	.....	2 90
Moscow, via Memphis or Gd. Jct. .. ..Tenn.	.....	1	10 35	.....	1 55
do via Corinth	.....	1	10 35	.....	1 55

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Moscow, via Billings or Ogden or Granger or St. Paul (See Rule 15) .....Idaho	.....	5	50 30	42 80	6 05
§Moulton .. ..Iowa	.....	1	7 15	.....	85
do via Keokuk	.....	1	7 15	.....	85
Mounds (Pulaski County)...Ill.	.....	1	4 41	.....	55
§Mound City, via Ill. Cent...Ill.	.....	1	4 51	.....	55
§ do via Mt. Carmel	.....	1	4 51	.....	55
§ do via Carmi	.....	1	4 51	.....	55
Mound City, via St. Joseph.Mo.	.....	1	9 75	.....	1 20
Mound City, via Butler....Kan.	.....	1	9 20	.....	1 10
Moundsville .. ..W. Va.	.....	2	14 25	13 00	2 15
Mound Valley .....Kan.	.....	1	10 45	.....	1 25
Mountainburg ... .Ark.	.....	1	11 75	.....	1 45
Mountain Home via Ogden or Granger (See Rule 15) ....Idaho	56 00	5	47 60	42 50	5 75
§Mountain Lake Park via Parkersburg or Wheeling (See Rule 11) .. ..Md.	.....	1	18 75	17 00	2 25
Mount Ayr, via Houston and St. Joseph .....Iowa	.....	1	10 39	.....	1 20
Mount Carmel .. ..Ill.	.....	..	4 43	.....	70
do via Carmi or Eldorado ..	.....	..	4 43	.....	70
Mount Carmel, via Pittsburg and Harrisburg or Lewistown Junct. .. ..Pa.	.....	..	20 82	17 82	2 50
do via Buffalo Susp. Bridge or Salamanca	.....	..	21 00	18 50	....
Mount Dora .....Fla.	.....	2	29 55	.....	4 45
Mount Forest .. ..Ont.	.....	2	17 84	.....	2 25
Mount Gilead .....Ohio	.....	1	11 60	.....	1 40
do via Chicago	.....	1	11 60	.....	1 40
Mount Hope .. ..Kan.	.....	1	14 05	.....	1 70
Mt. Clemens .....Mich.	.....	1	13 54	.....	1 65
§Mt. Jackson, via Parkersburg, Pittsburg or Wheeling and Harper's Ferry (See Rule 11) .....Va.	.....	..	20 25	17 00	2 45
do via Louisville or Cincinnati, C. & O. and Staunton	.....	..	20 25	17 00	2 45
Mt. Jewett, via Pittsburg..Pa.	.....	1	18 25	16 00	2 20
§Mt. Olive .. ..Ill.	.....	1	1 41	.....	20
Mt. Pleasant, via Donnellson .. ..Iowa	.....	1	6 50	.....	80
do via Burlington	.....	1	7 13	.....	80
Mt. Pleasant .. ..Tex.	.....	2	16 55	.....	2 00
do via Greenville	.....	2	17 75	.....	2 15
do via Paris and Commerce or Wolfe City	.....	2	17 30	.....	2 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Mount Pulaski .. ..Ill.	.....	1	3 68	.....	45
Mount Sterling, via Louisville .. ..Ky.	.....	1	11 40	.....	1 40
do via Cincinnati	.....	1	11 40	.....	1 40
Mount Sterling .....Ill.	.....	1	3 90	.....	60
do via Hannibal	.....	1	3 90	.....	60
Mount Vernon .. ..Ill.	.....	1	2 52	.....	35
do via Shattuc or Pinckneyville	.....	1	2 52	.....	35
Mount Vernon ....Ind.	.....	1	4 52	.....	65
Mount Vernon .. ..Ohio	.....	1	12 00	.....	1 45
do via Chicago or Bloomington	.....	1	12 00	.....	1 45
Mount Vernon, via Louisville .. ..Ky.	.....	1	11 87	.....	1 80
§Mt. Vernon .. ..Mo.	.....	1	8 57	.....	1 05
Mount Vernon .. ..Tex.	.....	2	17 10	.....	2 05
do via Paris and Commerce or Wolfe City	.....	2	17 30	.....	2 10
do via Greenville	.....	2	17 75	.....	2 15
§Mountain Grove, via Springfield .. ..Mo.	.....	1	9 22	.....	1 15
Muenster .. ..Tex.	.....	2	18 65	.....	2 25
do via Kansas City	.....	2	*18 65	.....	2 25
Mulberry, via Little Rock..Ark.	.....	2	14 55	.....	1 75
Mullan, via Billings or St. Paul .. ..Ida.	.....	..	46 05	40 35	5 55
do via Ogden or Granger...	.....	..	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	..	54 55	48 85	6 55
Mullinville .. ..Kan.	.....	1	16 45	.....	2 00
Mulvane .. ..Kan.	.....	1	13 40	.....	1 65
do via Frisco System and Wichita or Augusta	.....	1	13 40	.....	1 65
Muncie .. ..Ind.	.....	1	8 45	.....	1 05
do via Bloomington	.....	1	8 45	.....	1 05
do via Frankfort	.....	1	8 45	.....	1 05
Muncy, via Pittsb. and Harrisb. or Lock Haven .....Pa.	.....	..	20 00	17 00	2 40
do via Erie, Pa.....	.....	..	20 00	17 00	2 40
Murfreesboro, via Ev. and Nash. . .....Tenn.	.....	2	11 00	.....	1 65
§ do via Martin or Nashville.	.....	2	11 00	.....	1 65
do via Union City	.....	2	11 00	.....	1 65
do via Louisville.	.....	2	14 50	.....	1 65
Murphysboro. . .....Ill.	.....	1	2 77	.....	35
Murray, via Burlington. ..Iowa.	.....	1	9 91	.....	1 20

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Muscatine.....Iowa.	.....	1	8 14	.....	1 00
do via Peoria or Jacksonville.....	.....	1	8 14	.....	1 00
do via Boat.....	7 75	..	.....	4 25	....
do via Boat.....	2nd class	or deck		3 00	....
Muskegon.....Mich.	.....	1	12 80	.....	1 55
do via Chicago.....	.....	1	12 80	.....	1 55
do via Anderson and B. Harbor.....	.....	1	12 80	.....	1 55
do via Richmond, Ft. Wayne or LaOtto and G. R. & I...	.....	1	12 80	.....	1 55
Muskogee.....I. T.	.....	1	12 75	.....	1 55
do via Fayetteville.....	.....	1	12 75	.....	1 55
§Mystic.....Iowa.	.....	1	7 95	.....	95
Nacogdoches.....Tex.	.....	2	19 50	.....	2 60
Napa, via Vallejo, Jct. or Suisum.....Calif.	68 15	6	58 15	48 15	8 20
§ do via New Orleans.....	D68 15	6	E58 15	F48 15	....
do via Billings or Ogden and Huntington or St. Paul....	.....	7	66 05	56 05	9 15
Naples, via Jacksonville.....Ill.	.....	1	3 30	.....	40
Napoleon.....Ohio.	.....	1	11 45	.....	1 40
§Nashua, via Freeport....Iowa.	.....	2	11 87	.....	1 45
Nashua, via Albany, Troy or Rott. Jct.....N. H.	.....	..	25 00	21 50	3 00
do via Montreal, Norwood or Malone.....	.....	..	25 00	21 50	3 00
do via Boston.....	Add to Boston rate $1.10.				
Nashville, via Hope.....Ark.	.....	1	15 10	.....	1 80
do via Stamps and Hope....	.....	1	15 10	.....	1 80
Nashville, via Coulterville...Ill.	.....	1	1 72	.....	25
do via L. & N. R. R.....	.....	1	1 72	.....	25
Nashville.....Tenn.	.....	2	10 00	.....	1 50
do via Martin or Paducah June.....	.....	2	10 00	.....	1 50
do Louisville.....	.....	2	13 50	.....	1 50
do via Indianapolis and Louisville.....	.....	2	13 50	.....	1 50
do via Union City.....	.....	2	10 00	.....	1 50
§ do via Hopkinsville and Tenn. Cent.....	.....	2	10 00	.....	1 50
Natchez, via Jackson, Miss.Miss.	.....	1	18 00	.....	2 20
do via Meridian and Rayville.....	.....	2	18 00	.....	2 20
do via Memp. and Y. & M. V.	.....	1	18 00	.....	2 20

§Continuous passage only.

D For basing purposes; selling rate from or through St. Louis not to be less than $69.80.

E For basing purposes; selling rate from or through St. Louis not to be less than $59.80.

F For basing purposes; selling rate from and through St. Louis not to be less than $49.80.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Natchez, via Little Rock and Collinston.	.....	1	18 00	.....	2 20
National City. . .....Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rule 15).	.....	6	57 50	47 50	8 10
do via El Paso.	.....	5	57 50	47 50	8 10
§ do via New Orleans.	A67 50	6	B57 50	C47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
Natural Bridge via Cin. or Louisv. and C. & O....Va.	.....	..	20 70	18 00	2 50
Natural Bridge, via Cin., Chilli. or Col. and N. & W...Va.	.....	..	20 70	18 00	2 50
do via Louisv. or Cincinnati, Harriman Junction and Bristol	.....	..	20 70	18 00	2 50
Nauvoo, via Boat ..... Ill.	.....	1	5 50	3 25	70
do via Boat.	3rd class or deck		2 25		70
Nava, via Eagle Pass .....Mex.	.....	6	33 20	32 90	....
do via Kansas City	.....	6	33 20	32 90	....
do via New Orleans and Eagle Pass.	.....	3	33 20	32 90	....
Navasota. . .....Tex.	.....	2	23 25	.....	2 80
do via Denison or Sherman.	.....	2	23 25	.....	2 80
do via Kansas City	.....	2	*23 25	.....	2 80
§Naylor. . .....Mo.	.....	..	5 59	.....	70
Nebraska City. . .....Neb.	.....	1	11 50	.....	1 40
do via Burlington.	.....	1	11 50	.....	1 40
Nebraska City Junc .....Iowa.	.....	1	11 10	.....	1 35
Neche. . .....N. Dak.	.....	3	27 95	26 00	3 25
do via Chicago.	.....	3	27 95	26 00	3 25
Neenah, via Chicago . .....Wis	Same as Menasha.				
Negaunee, via Chicago. . ..Mich.	.....	1	17 37	.....	2 15
Nelagony. .....O. T.	.....	1	12 55	.....	1 50
Neligh .....Neb.	.....	2	16 08	.....	1 95
Nelson, via Ogd. or Grang. or Billings or St. Paul...B. C.	.....	..	50 00	42 50	6 00
do via Chicago and St Paul.	.....	..	58 50	51 00	7 05
Nelson. . .....Neb.	.....	2	14 25	.....	1 75
Nelsonville. . .....Ohio.	.....	2	12 65	.....	1 55
do via Athens.	.....	..	13 05	.....	....
Neodesha. . .....Kans.	.....	1	10 95	.....	1 35
Neoga. . .....Ill.	.....	1	3 60	.....	45

§Continuous passage only

*Basing rate only.

A For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Neoga, via Ill. Cent.	.....	1	3 98	.....	50
Neola.. . .....Iowa.	.....	1	11 88	.....	1 45
Neosho. . .....Mo.	.....	1	9 34	.....	1 15
do via Kansas City.	.....	1	*10 20	.....	1 25
Neosho Falls. . .....Kans.	.....	1	10 35	.....	1 25
do via Parsons.	.....	1	10 35	.....	1 25
do via Council Groves	.....	1	11 20	.....	1 35
Nepesta ....Col.	.....	1	24 50	.....	2 95
Nephi. . .....Utah.	43 80	4	38 80	36 30	5 25
Nettleton. . .....Ark.	.....	1	7 23	.....	90
do via Cape Girardeau and Hoxie.	.....	..	7 29	.....	....
Nevada. . .....Tex.	.....	2	18 25	.....	1 20
Nevada (not via Kansas City). .....Mo.	.....	1	8 35	.....	1 00
New Albany. . .....Ind.	.....	1	7 95	.....	1 00
do via Greencastle or Limedale.	.....	1	7 95	.....	1 00
do via Indianapolis.	.....	1	9 65	.....	1 20
do via Indianapolis.	.....	1	*7 95	.....	....
*New Albin. . .....Iowa.	.....	1	12 64	.....	1 55
§ do via Chicago.	.....	1	12 64	.....	1 55
Newark. . .....Ohio.	.....	1	12 00	.....	1 45
do via Bloomington.	.....	1	12 00	.....	1 45
do via Defiance.	.....	1	12 00	.....	1 45
do via Chicago.	.....	1	12 00	.....	1 45
Newark (See Rules 11 and 29).. . .....N. J.	Same as New York rate via route of ticket.				
New Bedford, via Alb., Trcy. or Rott. Jct.....Mass.	.....	..	26 32	22 82	3 20
do via Boston	Add $1.35 to Boston rate via route of ticket.				
do via N. Y. and Rail	Add $5.40 to N. Y. rate.				
do via Fall River Lines, Nov. 1 to April 30 (See Rule 27)	Add $2.55 lim. to N. Y. rate				
do via Fall River Line May 1 to Oct 31. (See Rule 27)	Add $3.55 1st class to N. Y. rate.				
Newberry, via Jellico or Harriman. . .....S. C.	.....	3	23 35	.....	3 50
do via Atlanta.	.....	3	23 35	.....	3 50
New Burgh, via Buf. Susp. Bridge or Sala. ... N. Y.	Same as N. Y. rate via route of ticket.				
§Newborn. . .....Tenn.	.....	1	7 03	.....	85
New Boston. . .....Ill.	.....	1	6 95	.....	85

§Continuous passage only.

*Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis via Kansas City.

*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
New Boston, via Alpha.	.....	..	7 22	.....	....
do via Boat.	.....	1	7 00	3 75	....
do via Boat.....	3rd class or deck			2 75	....
New Braunfels. . .....Tex.	.....	3	25 75	.....	3 10
do via Kansas City	.....	3	*25 75	.....	3 10
New Brunswick, via Pittsb. and Penn. R. R. .....N. J.	.....	..	22 60	20 00	2 85
do via Cin. or Louisv. and C. & O.	Same as New York rate via route of ticket.				
Newcastle. . .....Pa.	.....	1	14 75	13 00	1 80
do via Pittsburg	.....	1	15 85	13 60	1 80
Newcastle .....Ind.	.....	1	8 55	.....	1 05
Newcastle .....Wyo.	.....	3	28 80	.....	3 50
New Castle ..... Col.	.....	4	37 00	35 00	4 45
Newcomerstown .....Ohio	.....	1	13 50	.....	1 65
do via Chicago.....	.....	1	13 50	.....	1 65
New Decatur.....Ala	Same as Decatur.				
Newhall .....Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop...	.....	6	57 50	47 50	8 10
§ do via New Orleans and Tex. Pac.	A67 50	6	B57 50	C47 50	8 10
§ do via N. O. and So. Pac.....	A67 50	6	B57 50	C47 50	8 10
§ do via El Paso	67 50	6	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via Denver, Col. Springs or Pueblo and Albuq.....	67 50	6	57 50	47 50	8 10
New Hampton .....Iowa	.....	1	11 85	.....	1 50
New Haven, via Albany, Troy or Rott. Jct. .....Conn.	.....	..	24 75	21 25	3 00
do via New York and Rail..	Add $1,50 to New York rate.				
New Haven .....Ind.	.....	1	10 18	.....	1 25
New Iberia, via New Orleans. La.	.....	2	20 95	.....	2 55
Newkirk .....O. T.	.....	1	13 96	.....	1 70
do via Frisco Sys. Ark. City or Wichita	.....	1	13 96	.....	1 70
New Lisbon .....Wis.	.....	1	13 37	.....	1 70
do via Chicago	.....	1	13 37	.....	1 70
New London, via Alb., Troy or Rott. Jct. .....Conn.	.....	..	25 50	22 00	3 10
New London, via N. Y. and Rail. .....Conn.	Add $2.75 to N. Y. rate.				

§ Continuous passage only.
*Basing rate only.
A For basing purposes; selling rate from or through St. Louis not to be less than $69.15.
B for basing purposes selling rate from or through St. Louis not to be less than $59.15.
C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
New London, via N. Y. & Norwich Line Nov. 1 to April 30 See Rule 27)	Add to N. Y. rate $1.50 limited.				
do via N. Y. & Norwich Line May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $1.50.				
New London .....Ohio	.....	1	12 55	.....	1 55
do via Indianapolis and Springfield	.....	1	12 55	.....	1 55
do via Indpols and Columbus	.....	1	12 55	.....	1 55
do via Cincinnati	.....	..	12 55	.....	1 55
New London .....Wis.	.....	1	13 35	.....	1 60
do via Chicago	.....	1	13 35	.....	1 60
New London .....Mo.	.....	1	3 30	.....	40
§New Madrid .....Mo.	.....	1	5 95	.....	75
New Martinsville .....W. Va.	.....	2	14 25	13 00	2 15
New River, via Louisv. and Burgin .....Tex.	.....	1	13 70	.....	2 65
do via Louisville and Lexington	.....	1	13 70	.....	2 05
do via Cincinnati	.....	1	13 70	.....	2 05
New Orleans, via Ill. Cent...La.	.....	1	18 00	.....	2 20
do via Ill. Cent. and Memphis	.....	1	18 00	.....	2 20
do via Mobile	.....	1	18 00	.....	2 20
§ do via M. & O. and Meridian	.....	2	18 00	.....	2 20
do via L. & N.....	.....	..	18 00	.....	2 20
do via McGehee, Alex. and T. & P.	.....	2	18 00	.....	2 20
do via Texarkana	.....	3	20 00	.....	4 30
do via Shreveport	.....	2	18 00	.....	4 30
New Paris .....Ind.	.....	1	9 30	.....	1 15
Newport .....Ark.	.....	1	7 94	.....	95
Newport, via Alb., Troy or Rott Jct. .....R. I.	.....	..	25 50	22 00	3 10
do via Boston	Add $2.20 to Boston rate via route of ticket.				
do via N. Y. and Rail.....	Add $4.50 to N. Y. rate.				
do via Fall Riv. Line, Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $2.00 limited.				
do via Fall River Line, May 1 to Oct. 31 (See Rule 27)..	Add to N. Y. rate $3.00.				
Newport, Mont., Norwood or Malone .....Vt.	.....	..	24 50	21 00	2 95
Newport News, via. Cin. and C. & O. .....Va.	.....	..	22 75	19 00	2 75
do via Cincin., Chillicothe, or Col., N. & W. and Norfolk	.....	..	22 75	19 00	2 75
do via Louisv. and C. & O...	.....	..	22 75	19 00	2 75
do via Baltimore & Steamer	.....	..	22 75	19 00	....

§ Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Newport News, via Wash. and Steamer	.....	..	G22 75	19 00	....
New Rockford.....N. Dak.	.....	3	27 40	26 00	3 25
do via Chicago	.....	3	27 40	26 00	3 25
New Sharon .....Iowa	.....	1	8 48	.....	....
New Smyrna .....Fla.	.....	2	29 00	.....	4 35
Newton .....Iowa	.....	1	9 05	.....	1 15
do via Rock Island or Peoria	.....	2	9 05	.....	1 15
Newton .....Ill.	.....	1	3 90	.....	50
do via Effingham or Olney...	.....	1	3 90	.....	50
do via Mt. Pulaski	.....	1	3 98	.....	50
Newton .....Kan.	.....	1	13 05	.....	1 65
§ do via Frisco System, Wichita and A. T. & S. F.....	.....	1	13 40	.....	1 65
Newton, via Louisv. and Jellico or Harriman .....N. C.	.....	2	22 95	19 95	3 45
do via Chattanooga	.....	2	22 95	19 95	3 45
do via Martin or U. City and Chattanooga	.....	2	22 95	19 95	3 45
do via Cor., Grand Jct. or Memphis and Chattanooga	.....	2	22 95	19 95	3 45
do via Cincinnati and Jellico or Harriman	.....	2	22 95	.....	3 45
Newton .....Ala.	.....	2	19 94	.....	3 50
§New Ulm .....Minn.	.....	2	16 07	.....	1 95
§ do via Chicago	.....	2	16 07	.....	1 95
New York .....N. Y.	.....	..	23 50	20 00	2 85
do via Big Four and N.Y. & H. R.....	.....	..	23 50	20 00	2 85
do via Big Four and Buffalo, Sus. Bridge or Sal. and all lines except N. Y. C. & H. R	.....	..	22 00	19 25	2 85
do via Big Four and C. & O.	.....	..	*22 00	*19 25	2 85
do via Wabash and N. Y. C. & H. R.	.....	..	23 50	20 00	2 85
do via Wabash and all other lines except N. Y. C. & H. R. or Penn. R. R.....	.....	..	22 00	19 25	2 85
do via B. & O. S. W. and B. & O. (See Rules 11 & 29)	.....	..	*22 00	*19 25	2 85
do via B. & O. S. W. and C. O. or Erie	.....	..	*22 00	*19 25	2 85
do via Southern R'y or Hend. Route, and all routes except N. Y. C. & H. R. or Penn. via Pittsburg.....	.....	..	*22 00	*19 25	3 85
do via Chicago	.....	..	23 50	20 00	2 85
do via Chicago and Differential Lines	.....	..	22 00	19 25	2 85

G Meals on steamer extra. *Continuous passage only.
*Basing rate only.

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ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§New York, via Cin'ti or Columbus, N. & W., Norfolk and O. D. SS. Co	.....	..	F23 50	20 00	2 85
§ do via Louisv. or Cin. C. & O. and O. D. SS. Co	.....	..	F23 50	20 00	3 82
Niagara Falls .....N. Y.	.....	..	18 25	16 00	2 20
do via Buffalo	.....	..	18 25	16 00	2 20
do via Columbus and Cleveland	.....	..	18 25	16 00	2 20
do via Cincinnati or Akron	.....	..	18 25	16 00	2 20
do via Chicago	.....	..	18 25	16 00	2 20
Nicholasville, via Cincinnati.Ky.	.....	..	10 40	.....	1 55
do via Louisville & Lexington	.....	1	10 40	.....	1 55
do via Louisville and Burg..	.....	1	10 40	.....	1 55
§Nichols .....Mo.	.....	1	7 29	.....	90
§Nichols .....Iowa	.....	1	7 94	.....	95
Nickerson .....Kan.	.....	1	14 15	.....	1 70
Niles, via Anderson.....Mich.	.....	1	9 35	.....	1 15
do via Chicago	.....	1	9 35	.....	1 15
do via Terre Haute and So. Bend	.....	1	9 35	.....	1 15
Niles .....Ohio	.....	1	14 60	12 85	1 75
do via Cincinnati or Akron..	.....	..	14 60	12 85	1 75
do via Chicago or Bloomington	.....	1	14 60	12 85	1 75
Noblesville, via Indianapolis,Ind.	.....	1	8 05	.....	1 00
Noblesville, via Bloomington .. ..Ind.	.....	1	8 05	.....	1 00
do via Lafayette	.....	1	8 05	.....	1 00
Noel .. ..Mo.	.....	1	10 35	.....	1 05
do via Kansas City	.....	1	*10 35	.....	1 05
do via Neosho	.....	1	10 35	.....	1 05
Nogales, via El Paso ....Ariz.	.....	5	51 70	.....	6 45
do via Kansas City or Burrto, A. T. & S. F. and Dem'g. ..	.....	5	51 70	.....	6 45
do via New Orleans	.....	5	51 70	.....	6 45
Nora Junction .....Iowa	.....	1	12 63	.....	1 50
Norfolk. .....Neb.	.....	2	15 05	.....	1 80
Norfolk, via Cincinnati and C. & O. .....Va.	.....	2	22 75	19 00	2 75
do via Chattanooga and Bristol ..	.....	2	22 75	19 00	2 75
do via Louis. and Jellico or Harriman and Bristol ...	.....	2	22 75	19 00	2 75
§ do via Pittsburg, Philadelphia and Delmar	.....	2	22 75	19 00	2 75

§ Continuous passage only.
F Includes meals and stateroom accommodation on steamer.
* Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Norfolk, via Washington and Boat (See Rule 11)	.....	2	22 75	19 00	2 75
do via Norton	.....	2	11 75	19 00	2 75
§ do via Baltimore and Boat (See Rule 11)	.....	2	G22 75	19 00	2 75
do via Cin., Col. or Chillicothe and N. &. W.	.....	2	22 75	19 00	2 75
do via Louisville, C. & O. and Newport News	.....	2	22 75	19 00	2 75
do via Corinth and Bristol	.....	2	22 75	19 00	2 75
do via Atlanta	.....	2	25 05	21 05	2 75
do via Greensboro	.....	2	22 25	19 95	2 75
Normal ..Ill.	.....	1	4 55	.....	65
Normanna ..Tex.	.....	2	27 55	.....	3 30
do via Kansas City	.....	2	*27 55	.....	3 30
Norris City, via Eldorado..Ill.	.....	1	3 91	.....	50
do via B. & O. S. W.	.....	1	3 91	.....	50
Norris (Fulton Co.) ..Ill.	.....	1	5 20	.....	50
North Adams ..Mass.	.....	..	23 50	20 00	2 85
do via Cincinnati	.....	..	23 50	20 00	2 85
North Branch ..Minn.	.....	3	17 24	.....	2 10
do via Chicago	.....	3	17 24	.....	2 10
Northfield ..Minn.	.....	2	15 02	.....	1 85
do via Chicago	.....	2	15 02	.....	1 85
North Jefferson ..Mo.	.....	1	3 75	.....	45
North Manchester ..Ind.	.....	1	9 30	.....	1 20
do via Anderson	.....	1	9 30	.....	1 20
do via Chicago	.....	1	9 30	.....	1 20
North McGregor ..Iowa	.....	1	11 88	.....	1 45
do via Chicago	.....	1	11 88	.....	1 45
North Morenci ..Mich.	.....	1	11 91	.....	1 45
North Platte ..Neb.	.....	2	19 22	.....	2 35
§Northport ..Mich.	.....	2	16 39	.....	2 00
§ do via Ft. Wayne or Richmond and G. R. & I.	.....	2	16 39	.....	2 00
§ do via Anderson and Benton Harbor	.....	2	16 39	.....	2 00
§ do via Chicago	.....	2	16 39	.....	2 00
§ do via Chicago and Manitou Steamship Co.	.....	5	G13 50	.....	....
Northport, via Alliance ....Neb.	.....	2	23 74	.....	2 85
do via Brush or Sterling	.....	2	23 74	.....	2 85
Northport, via Ogden or Granger and Hunt, or Billings or St. Paul (See Rule 15) ..Wash.	.....	6	50 00	42 50	6 00
North Stratford, via Montreal, Norwood or Malone, N.H.	.....	..	26 57	23 07	3 20

§Continuous passage only.
G Meals on steamer extra.
*Basing rate only. E June 18th to September 20th.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Northumberland, via Pittsb., L. Haven, Lewistown or Harrisb. .. ..Pa.	.....	..	20 00	17 00	2 40
do via Erie, Pa.	.....	..	20 00	17 00	2 40
do via Buffalo	.....	..	21 00	18 50	2 40
North Vernon ... .Ind.	.....	1	7 95	.....	95
do via Indianapolis	.....	1	*7 95	.....	95
do via Indianapolis	.....	1	9 30	.....	1 15
North Yakima, via St. Paul and Pasco or B. & M. and Billings .. ..Wash.	.....	5	54 00	44 00	6 50
do via Denver and Bill. (See Rule 15 and 17)...	.....	5	54 00	44 00	6 50
do via Chi. N. Pac. and Pas. Jc	.....	5	65 50	52 00	7 50
Norton .. ..Kan.	.....	1	16 85	.....	2 05
Norton, via Cin. and Livingston .. ..Va.	.....	2	16 68	.....	2 65
do via Louisville	.....	2	16 68	.....	2 65
Nortonville .. ..Ky.	.....	1	7 07	.....	85
do via Ill. Cent. and Cairo or Paducah	.....	1	7 07	.....	85
Norwich, via Albany and Palmer .. ..Conn.	.....	..	25 29	21 69	3 05
do via Rott. Jc. and Miller's Falls	.....	..	25 29	21 69	3 05
do via N. Y. and Rail (via New London) .....Add $3.10 to N. Y. Rate.					
Norwich .. ..Conn.	.....	..	.....	.....	....
do via N. Y. and Norwich Line, Nov. 1 to April 30 (See Rule 27) ..... Add to N. Y. rate $1.85 limited.					
do via N. Y. and Norwich Line, May 1 to Oct. 31 (See Rule 27) ..... Add $1.85 first-class to N. Y. rate.					
Norwich .. ..Kan.	.....	1	13 80	.....	1 60
Norwalk .. ..O.	.....	1	12 90	.....	1 60
do via Cincinnati	.....	..	12 90	.....	1 60
do via Chicago or Bloomington	.....	1	12 90	.....	1 60
§Norwood. . .....Minn.	.....	3	16 53	.....	2 00
§ do via Chicago	.....	3	16 53	.....	2 00
Norwood .. ..N. Y.	.....	3	24 00	21 00	2 90
Novinger .. ..Mo.	.....	1	6 30	.....	75
Oak Hill .. ..Fla.	.....	2	29 35	.....	4 40
Oakland .. ..Fla.	.....	2	29 95	.....	4 50
Oakland, via Parkersburg..Md.	.....	2	18 70	17 00	2 25
§Oakland, via Memphis ...Miss.	.....	2	11 75	.....	1 45

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Oakland City, via Southern Ry. ... .Ind.	.....	1	5 17	.....	75
do via Washington, ...Ind.	.....	1	5 23	.....	....
Oakland, via Alb. and Bakersfield or Og. and Sac. or San Francisco .....Ore.	.....	6	57 50	"47 50	8 10
do via Ft. W., Den. or El Paso, Sac. or San Fran. and Shas. Route	.....	6	62 50	"52 50	8 70
Oakland, via Billings or Ogden or Granger and Huntington or St. Paul (See Rule 15)	.....	6	57 50	47 50	8 10
Oasis .. ..Utah	46 45	4	41 45	38 95	5 60
Oberlin .. ..Ohio	.....	1	13 50	13 00	1 60
do via Cincinnati	.....	..	13 50	13 00	1 60
do via Chicago	.....	1	13 50	13 00	1 60
Oberlin .. ..Kan.	.....	2	18 10	.....	2 20
Obion .. ..Tenn.	.....	1	6 68	.....	50
Ocala .. ..Fla.	.....	2	28 30	.....	4 25
§Ocean City .....N. J.	Add $1.55 to Philadelphia.				
Ocean Grove, via Pittsburg and Penn. R. R.....N. J.	.....	..	23 25	20 00	2 80
do via B. & O. or C. & O. (See Rules 11 and 29)...	.....	..	21 00	19 00	2 80
§ do via Buff. or Susp. Br. and Scranton or Phillipsburg	.....	..	22 00	19 25	2 80
Ocean Springs, via L. & N. R. R. .. ..Miss.	.....	..	18 00	.....	2 55
Oconee .. ..Ill.	.....	1	2 70	.....	....
Oconomowoc . .....Wis.	.....	1	11 00	.....	1 35
do via Chicago	.....	1	11 00	.....	1 35
Odin .. ..Ill.	.....	1	2 12	.....	30
do via Ashley	.....	1	2 20	.....	30
Oelwein ....Iowa	.....	1	10 82	.....	....
Ogden .. ..Iowa	.....	1	11 35	1	40
Ogden (See Rule 15) .....Utah	42 50	4	37 50	35 00	4 80
Ogdensburg .. ..N. Y.	.....	2	24 00	21 00	2 90
do via Buff. or Susp Bridge and Syracuse	.....	2	24 00	21 00	2 90
Ogdensburg, via Buffalo and Lewiston. . .....N.Y.	.....	2	24 00	21 00	2 90
do via Cincinnati.	.....	2	24 00	21 00	2 90
Oil City ..... Pa.	.....	1	16 65	14 90	2 00
do via Urbana, Dayton or Akron.	.....	1	16 65	14 90	2 00
do via Cincinnati.	.....	1	16 65	14 90	2 00
do via Pittsburg.	.....	1	16 65	14 90	2 00
Okeene. . .....O. T.	.....	1	16 60	.....	2 00
§Old Salem. . .....Ill.					

§Continuous passage only. Ticket to Pittsburg.
"Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Olive Branch. . . . . Ill.	.....	1	4 20	.....	55
Oklahoma City. . . . . O. T.	.....	1	16 30	.....	2 00
do via Kansas City.	.....	1	16 30	.....	2 00
do via Frisco Sys and Ark. City or Wichita.	.....	1	16 30	.....	2 00
do via South McAlester or Wister.	.....	1	16 30	.....	2 00
do via Brinkley.	.....	1	16 30	.....	2 00
§ do via El Reno.	.....	1	17 10	.....	....
§Okmulgee, via Sapulpa or Fayetteville. . . . . I. T.	.....	1	13 95	.....	1 70
Oklona, via N. & O. . . . . Miss.	.....	1	11 95	.....	1 45
Olathe. . . . . Kans.	.....	1	8 15	.....	1 00
do via Kansas City.	.....	1	8 15	.....	1 00
do via Springfield.	.....	1	10 25	.....	1 25
Olean. . . . . N. Y.	.....	1	19 60	17 35	2 30
do via Pittsburg or Akron..	.....	1	19 60	17 35	2 30
do via Buffalo.	.....	1	19 60	17 35	2 30
Olney. . . . . Ill.	.....	1	3 71	.....	45
§ do via Mount Pulaski.	.....	1	4 46	.....	55
Old Point Comfort, via Cin. and C. & O. . . . . Va.	.....	..	22 75	19 00	2 75
do via Lou. and C. & O.	.....	..	22 75	19 00	2 75
do via Wash. or Balt. and Boat. (See Rule 11).	.....	..	22 75	19 00	2 75
do via Louisv. and Norton. . .	.....	..	22 75	19 00	2 75
do via Cin. Chilli. or Col., N. & W. and Norfolk. . . .	.....	..	22 75	19 00	2 75
§ do via Pittsburg, Philadelphia and Delmar	.....	..	22 75	19 00	2 75
Old Forge, via Buffalo or Susp Bridge. . . . . N. Y.	.....	2	22 30	20 80	2 70
Old Orchard, via Albany, Troy or Rott. Junc. and Boston. . . . . Me.	.....	3	28 00	24 50	3 40
do via Montreal, Norwood or Malone.	.....	3	28 00	24 50	3 40
Olympia, via Billings or Ogden or St. Paul. . . . . Wash.	.....	6	57 50	47 50	6 90
do via Ogden and Sacramento. (See Rule 15)	.....	7	57 50	47 50	8 10
do via Albuquerque and Bakersfield.	.....	7	57 50	47 50	8 10
do via Chicago and St. Paul.	79 00	6	66 00	56 00	9 50
Omaha. . . . . Neb.	.....	1	11 50	.....	1 40
Omena. . . . . Mich.	.....	2	16 82	.....	2 05
do via Ft. Wayne	.....	2	16 82	.....	2 05
do via Anderson and Benton Harbor	.....	2	16 82	.....	2 05
do via Chicago.	.....	2	16 82	.....	2 05

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Onarga. . .....Ill.	.....	1	5 90	.....	75
Onawa. . .....Iowa.	.....	1	13 05	.....	....
Oneida. . .....N. Y.	.....	2	20 50	19 00	2 50
O'Neil . .....Neb.	.....	2	17 27	.....	2 10
Opelika, via Montgomery. ..Ala.	.....	2	18 85	.....	2 85
do via Birmingham	.....	2	18 85	.....	2 85
do via Louisville and Montgomery.	.....	2	18 85	.....	3 70
do via Cor. or Grand Junction Dec. & Birm.	.....	2	18 85	.....	3 70
do via Tup. or Holly Spgs. and Bir.	.....	2	18 85	.....	3 70
Ophir, via Marshall Pass....Co.	.....	3	41 40	39 20	5 00
Oquawka. . .....Ill.	.....	1	6 46	.....	80
do via Boat.	.....	1	6 75	3 75	....
do via Boat.	3rd class or deck			2 50	....
§Oran .... Mo.	.....	1	4 54	.....	70
Orange, via Houston. .....Tex.	.....	3	23 65	.....	2 85
do via New Orleans.	.....	3	22 10	.....	2 85
Orangeburg. . .....S. C.	.....	2	24 20	.....	3 65
Orange City, via Florida East Coast Railway . . ....Fla.	.....	2	29 75	.....	4 45
Orange City Junc., via Plant Sys. . . ..Fla.	.....	2	28 60	.....	4 30
do via Fla. East Coast Ry....	.....	2	28 60	.....	4 30
Orange Park. . .....Fla.	.....	2	25 70	.....	3 85
Ord. . .....Neb.	.....	2	17 45	.....	2 10
Ordway. . .....Colo.	.....	2	24 50	.....	2 95
Ordway. . .....S. Dak.	.....	2	22 35	.....	2 70
do via Chicago	.....	2	25 65	.....	3 10
Oregon, via Chicago . .....Ill.	.....	1	9 45	.....	1 15
do via Fulton.	.....	1	10 31	.....	1 05
do via Aurora.	.....	1	8 75	.....	1 05
Oregon City, via Billings or Ogden or Granger or Hunt or St. P. (See Rule 15). .....Ore.	.....	6	57 50	47 50	8 10
do via Albuq. and Bakersfield or Ogden and Sac. or San Fran.	.....	6	57 50	'47 50	8 10
do via Fort W., Dem., or El Paso, Sac., or San Fran. and Shas. Route.	.....	6	62 50	'52 50	8 70
Orion. . .....Ill.	.....	1	6 60	.....	80
do via Peoria.	.....	1	6 60	.....	80
Orlando. . .....Fla.	.....	2	29 55	.....	4 45
§Orleans. . .....Ind.	.....	..	6 68	.....	80
Orleans. . .....Neb.	.....	2	16 64	.....	2 00
Ormond. . .....Fla.	.....	2	28 35	.....	4 25

§Continuous passage only.
' Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Orrville. . . . . Ohio	.....	1	13 55	.....	1 65
do via Crestline.	.....	1	13 55	.....	1 65
do via Ft. Wayne.	.....	1	13 55	.....	1 65
do via Wellington.	.....	1	13 55	.....	1 65
do via Columbus.	.....	1	13 55	.....	1 65
do via Cincin. (not via Penn. Lines)	.....	..	13 55	.....	1 65
do via Chicago.	.....	1	13 55	.....	1 65
§Ortonville. . . . . Minn.	.....	2	20 16	.....	2 45
§ do via Chicago or Peoria....	.....	2	20 16	.....	2 45
§Oronogo. . . . . Mo.	.....	1	9 35	.....	1 15
§Osage, via Freeport. ....Iowa.	.....	2	12 73	.....	1 55
Osage. . . . . O. T.	.....	..	13 35	.....	1 60
Osage City. . . . . Kans.	.....	1	10 05	.....	1 20
§Osakis. . . . . Minn.	.....	2	19 90	.....	2 40
§ do via Chicago.	.....	2	19 90	.....	2 40
Osawatomie. . . . . Kans.	.....	1	8 75	.....	1 05
Osborn. . . . . Mo.	.....	1	7 65	.....	95
Osborne. . . . . Kans.	.....	2	15 05	.....	1 85
Osceola ,via Burlington....Iowa.	.....	1	9 59	.....	1 20
do via St. Joseph.	.....	1	12 58	.....	1 20
§Osceola, via Clinton. .....Mo.	.....	1	7 50	.....	95
do via Kansas City	.....	1	10 70	.....	1 30
§ do via Springfield.	.....	1	7 50	.....	95
Osceola. . . . . Neb.	.....	1	14 60	.....	1 75
Oshkosh. . . . . Wis.	.....	1	12 50	.....	1 50
do via Chicago.	.....	1	12 50	.....	1 50
Oskaloosa. . . . . Iowa.	.....	1	8 10	.....	1 00
do via Burlington.	.....	1	8 10	.....	1 00
§Ossian. . . . . Iowa.	.....	1	12 34	.....	1 50
§ do via Chicago.	.....	1	12 34	.....	1 50
Oswego. . . . . Kans.	.....	1	10 10	.....	1 25
do via Kansas City	.....	1	*10 10	.....	1 25
Oswego, via Buffalo or Susp. Bridge. . . . . N. Y.	.....	2	21 89	19 64	2 65
Otero. . . . . N. M.	.....	3	28 65	27 50	3 45
do	.....	..	.....	.....	....
Ottawa, via Peoria or La Salle.Ill.	.....	1	6 40	.....	80
vo dia Burlington Route....	.....	1	7 50	.....	90
do via Joliet	.....	1	8 20	.....	1 00
Ottawa . . . . . Ont.	.....	3	24 00	21 00	2 90
do via Buffalo	.....	3	24 00	21 00	2 90
do via Cincinnati	.....	3	24 00	21 00	2 90
Ottawa . . . . . Kan.	.....	1	9 15	.....	1 10
do via Lawrence	.....	1	9 15	.....	1 10
Ottawa Beach . . . . . Mich.	.....	1	11 97	.....	1 45
§Otto . . . . . Ill.	.....	1	6 25	.....	75

§Continuous passage only.

*Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. Louis, via Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Ottumwa .....Iowa	.....	1	7 30	.....	90
do via Burlington	.....	1	7 30	.....	90
Ouray, via Pueblo or Denver.Col.	.....	3	39 30	37 10	4 75
Oviedo .....Fla.	.....	2	29 55	.....	4 45
Overton .....Tex.	.....	2	18 15	.....	2 20
do via Mineola.....	.....	2	18 70	.....	2 20
§Owatonna .....Minn.	.....	2	14 55	.....	1 75
§ do via Winona	.....	2	14 55	.....	1 75
§ do via Chicago	.....	2	14 55	.....	1 75
Owega, via Buffalo or Salamanca, ...N. Y.	.....	..	20 50	18 00	2 50
Owensboro .....Fla.	.....	2	30 00	.....	4 50
Owensboro, via Evansv. or Henderson .....Ky.	.....	1	6 50	.....	1 00
do via Ill. Cent. and Cairo or Paducah	.....	1	8 00	.....	1 06
Owensville .....Mo.	.....	1	2 63	.....	45
Owosso .....Mich.	.....	1	12 35	.....	1 50
do via Detroit	.....	1	13 37	.....	1 50
do via Toledo or Milan.....	.....	1	12 35	.....	1 50
do via Chicago	.....	1	12 35	.....	1 50
do via South Bend	.....	1	12 35	.....	1 50
Oxford .....Neb.	.....	2	17 00	.....	2 05
Oxford .....Kan.	.....	1	13 40	.....	1 65
Oxford .....Ohio	.....	1	9 00	.....	1 10
Oxford .....Ala.					
via Grand Junction, Dec. or Birm.	.....	3	17 10	.....	2 55
do via Nashv. & Chatt.	.....	3	17 10	.....	2 55
do via Calera	....	3	17 10	.....	2 55
do via Memphis	.....	3	17 10	.....	2 55
do via Memphis and Birmingham	.....	3	17 10	.....	2 50
do via Columbus, Miss.	.....	3	17 10	.....	2 30
do via Tup. or Holly Spgs. and Birmingham	.....	3	17 10	.....	2 30
Oxford .....Fla.	.....	2	30 20	.....	4 55
Ozark, via Little Rock. ....Ark.	.....	2	14 10	.....	1 70
Ozark .....Mo.	.....	1	7 92	.....	95
Ozark .....Ala.	.....	3	19 61	.....	....
Pacific Junction.....Iowa	.....	1	11 25	.....	1 35
do via Burlington	.....	1	11 25	.....	1 35
Paducah, via Ill. Centl and Carbondale or Cairo.....Ky.	.....	1	5 31	.....	65
Paila, via San Ant. and Eagle Pass .....Mex.	.....	7	40 25	38 55	....
do via Kansas City	.....	7	40 25	38 55	....
Painesville .....Ohio	.....	1	15 85	13 85	1 90
do via Chicago	.....	1	15 85	13 85	1 90

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Paint Rock, via Lou. and Jellilico ..... N. C.	.....	2	18 60	.....	2 80
do via Cin. and Harriman...	.....	2	18 60	.....	2 80
do via Cin., Livingston and Jellico	.....	2	18 60	.....	2 80
do via Lou., Burgin and Harriman	.....	2	18 60	.....	2 80
do via Nash. and Chatt.....	.....	2	18 60	.....	2 80
do via Martin or Un. City & Nash.	.....	2	18 60	.....	2 80
do via Corinth or Grand Jnc.	.....	2	18 60	.....	2 80
Pajaro, via San Francisco..Cal.	67 50	6	57 50	47 50	8 10
do via El Paso	.....	7	57 50	47 50	8 10
§ do via Kansas City.....	.....	6	57 50	47 50	8 10
do via New Orleans	A67 50	..	B57 50	C47 50	....
Palatka .....Fla.	.....	2	26 90	.....	4 05
Palestine .....Tex.	.....	2	19 95	.....	2 40
do via Mineola	.....	2	19 95	.....	2 40
Palisade .....Nev.	57 95	5	52 95	47 50	7 00
Palm Beach .....Fla.	.....	3	34 50	.....	5 20
Palm Sola .....Fla.	.....	3	32 30	.....	4 85
Palmer, via Alb. Tryo or Rott Jc. .....Mass.	.....	..	23 75	20 25	2 85
do via New York and Rail...	Add $3.11 to N. Y. rate via route of ticket.				
Palmer .. ..Neb.	.....	2	15 94	.....	1 95
Palmetto .....Fla.	.....	3	32 20	.....	4 85
Palmyra, via Hannibal.....Mo.	.....	1	3 70	.....	60
do via Macon	.....	1	7 30	.....	1 10
Palouse Junc. .....Wash.	.....	See Connell.			
§Pana .....Ill.	.....	1	2 68	.....	35
do via B. & O. S. W.....	.....	1	3 05	.....	35
Panasoffkee .....Fla.	.....	2	29 35	.....	4 00
Panhandle ..... Tex.	.....	3	21 65	.....	2 60
do via Frisco Sys. Winfield or Wichita	.....	3	21 65	.....	2 60
Paola .....Kan.	.....	1	8 55	.....	1 05
do via Kansas City and all Lines except M. K. & T..	.....	1	8 55	.....	1 05
do via Springfield	.....	1	9 55	.....	1 15
Paragould .....Ark.....		1	6 66	.....	80
do via Cairo	.....	1	6 66	.....	80
§Paris .....Ill.	.....	1	4 97	.....	60

§Continuous passage only.

A for basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B for basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Paris, via Hannibal.....Mo.	.....	1	4 60	.....	75
do Moberly .....Mo.	.....	1	4 60	.....	75
Paris, via Louisville.....Ky.	.....	1	10 40	.....	1 25
do via Cincinnati	.....	..	10 40	.....	1 25
Paris .....Ont.	.....	1	17 36	.....	2 10
do via Chicago	.....	1	17 36	.....	2 10
Paris via McKenzie.....Tenn.	.....	1	7 65	.....	85
do via Humboldt	.....	1	7 65	.....	....
do via Paducah	.....	1	7 26	.....	85
do via Martin	.....	1	7 75	.....	85
Paris .....Tex.	.....	1	17 00	.....	2 05
do via Belle	.....	1	17 00	.....	2 05
Park City, via St. Paul or Billings .....Mont.	.....	4	34 55	30 70	4 90
do via Chicago & St. Paul..	.....	4	43 05	39 20	5 20
Park River .....N. Dak.	.....	3	27 22	26 00	3 30
do via Chicago	.....	3	27 22	26 00	3 30
Parkville .....Mo.	.....	1	7 80	.....	95
Parker .....S. Dak.	.....	2	17 02	.....	2 05
Parker .....Ill.	.....	1	3 93	.....	50
§Parkersburg, via B. & O. S. W. .....W. Va.	.....	1	14 25	12 50	1 75
Parkersburg .....Iowa	.....	1	11 12	.....	1 35
§ do via Freeport	.....	1	11 12	.....	1 35
Parsons .....Kan.	.....	1	10 10	.....	1 25
do via Kansas City.....	.....	1	10 10	.....	1 25
Pasadena .....Cal.	67 50	5	57 50	47 50	8 10
do via El Paso	.....	5	57 50	47 50	8 10
§Pasadena, via Kansas City.Cal.	.....	5	57 50	47 50	8 10
do via Ogden and Lathrop..	74 25	5	57 50	47 50	8 10
do via Denver, Col. Springs or Pueblo and Albuq.....	67 50	..	57 50	47 50	8 10
§ do via New Orleans.....	A67 50	..	B57 50	C47 50	....
Pasco, via Billings or St. Paul .....Wash.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	58 50	51 00	7 05
Paso Robles, via San Francisco .....Cal.	67 50	6	57 50	47 50	8 10
do via Frisco System	..	6	57 50	47 50	8 10
do via Kansas City.....	.....	6	57 50	47 50	8 10
§ do via New Orleans.....	A67 50	..	B57 50	C47 50	8 10
Pass Christian, via L. & N. R. Miss.	.....	..	18 50	.....	2 55
Patoka .....Ind.	.....	1	1 46	.....	80

§ Continuous passage only.

A For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Paterson.....N. J.	Same as No. Y., via route of ticket.				
Pattonburg .....Mo.	.....	1	7 95	.....	1 00
Pawnee .....Neb.	.....	1	11 24	.....	1 35
§Pawnee .....O. T.	.....	1	14 40	.....	1 75
§ do via Monett and Tulsa....	.....	1	14 40	.....	1 75
Pawnee Rock .....Kan.	.....	1	15 55	.....	1 90
Paxton .....Ill.	.....	1	5 66	.....	70
do via Ashley	.....	1	5 66	.....	70
§ do via Bloomington or Gibson	.....	1	5 66	.....	70
Peabody .....Kan.	.....	1	12 55	.....	1 55
Peach Spring.....Ariz.	.....	5	57 50	47 50	8 10
Pecos .....Tex.	.....	3	31 40	.....	3 80
do via Okla. City & Amarillo	.....	3	31 40	.....	3 80
Pecos, via Ft. Worth.....Tex.	.....	3	21 40	.....	3 80
do via Wichita and Purcell or Winfield and Amarillo..	.....	3	31 40	.....	3 80
do via Frisco Sy. and Quanah	.....	3	31 40	.....	3 80
do via Kansas City and Amarillo	.....	3	31 40	.....	3 80
do via Kansas City and Ft. Worth	.....	3	*31 40	.....	3 40
Peirce City .....Mo.	.....	1	8 65	.....	1 00
Pekin .....Ill.	.....	1	4 60	.....	55
Pella .....Iowa	.....	1	8 60	.....	1 05
Pelican Rapids .....Minn.	.....	3	22 25	.....	2 70
do via Chicago	.....	3	22 25	.....	2 70
Pemberton .....Fla.	See Fitzgerald.				
Penalosa, via Conway Spgs,Kan.	.....	1	14 60	.....	1 75
do via Chetopa	.....	1	14 60	.....	1 75
Pen Dennis .....Kan.	.....	2	17 90	.....	2 15
Pendleton, via Billings or Ogden or Granger or St. P (See Rule 10)	62 50	5	50 00	42 50	6 00
do via Denver and Billings (see Rule 15).....	62 50	5	50 00	42 50	6 00
Pennington, via B. & O. S. W. and B. & O. Ry.....N. J.	.....	..	21 00	19 00	2 50
§ do via Pittsburg, Wheeling, and B. & O. (See Rule 11)	.....	1	21 00	19 00	2 50
§ do via Cincinnati, C. & O. and Wash.	.....	..	21 00	19 00	2 50
Pensacola, via L. & N. R. R..Fla.	.....	2	16 85	.....	2 55
do via Chattanooga	.....	2	27 20	.....	....
do via Louisville and L. & N.	.....	2	24 55	.....	....
§Pectone .....Ill.	.....	1	6 71	.....	85

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Peoria .....Ill.	.....	1	4 80	.....	60
do via Decatur	.....	1	4 85	.....	60
do via Galesburg	.....	1	5 70	.....	65
do via Vermont	.....	1	5 20	.....	65
do via Forrest	.....	1	5 28	.....	65
Pepin .....Wis.	.....	2	15 29	.....	1 90
Percy .....Ill.	.....	1	2 16	.....	30
do via Pinckneyville	.....	1	2 16	.....	30
Perham .....Minn.	.....	2	21 47	.....	2 60
do via Chicago	.....	2	21 47	.....	2 60
Peru, via Peoria or La Salle..Ill.	.....	1	6 30	.....	80
do via Burlington Route....	.....	..	7 24	.....	80
Peru .....Ind.	.....	1	8 70	.....	1 05
do via Indianapolis	....	1	8 70	.....	1 05
Peru .....Kan.	.....	1	11 70	.....	1 40
do via Kansas City.....	.....	1	11 70	.....	1 40
Perry, Iowa	.....	1	10 87	.....	1 35
Perry .....O. T.	.....	1	15 30	.....	1 85
do via Frisco Sys., Ark. City or Wichita	.....	1	15 30	.....	1 85
§ do via Monett and Tulsa....	.....	1	15 30	.....	1 85
Perryville, via Jackson, Tenn. .....Tenn.	.....	1	9 95	.....	1 20
§Perryville .....Mo.	.....	1	2 78	.....	35
§Pesotum .....Ill.	.....	1	4 65	.....	60
Pesqueira, via El Paso....Mex.	.....	6	59 20	57 05	....
do via Kansas City.....	.....	6	59 20	57 05	....
do via Benson or Deming....	.....	7	59 20	57 05	....
do via New Orleans and El Paso	.....	6	59 20	57 05	....
Peterboro .....Ont.	.....	2	21 90	18 30	2 65
§Petersburg .....Ill.	.....	1	3 60	.....	45
§Petersburg, via Oakland City and Wash. .....Ind.	.....	1	5 23	.....	65
Petersburg .....Va.	.....	2	22 00	18 00	2 65
do via Washington	.....	3	24 35	21 10	2 65
do via Nash. and Chatt.....	.....	2	20 00	18 00	2 65
do via Cincinnati and C. & O. Ry.	.....	2	22 00	18 00	2 65
do via Louisville and C. & O.	.....	2	22 00	18 00	2 65
do via Cincinnati, Columbus or Chillicothe and M. & W	.....	2	22 00	18 00	2 65
do via Norton	.....	2	22 00	18 00	2 65
do via Corinth or Grand Junc. and Bristol	.....	2	22 00	18 00	2 65
§Petoskey .....Mich.	.....	2	16 54	.....	2 00
§ do via Anderson and Ben. Harbor	.....	2	16 54	.....	2 00
do via Winchester or Lynn..	.....	2	16 54	.....	2 00

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Petoskey, via Ft. Wayne	.....	2	16 54	.....	2 00
§ do via Chicago	.....	2	16 54	.....	2 00
§ do via Chicago and Manitou S. S. Co. (Meals and berth extra)	.....	5	D13 50	.....	....
Peyotes, via Eagle Pass..Mex.	.....	7	34 70	33 95	....
do via Kansas City	.....	7	34 70	33 95	....
Phelps .. ..Mo.	.....	1	10 45	.....	1 25
Phelps .. ..Tex.	.....	2	22 45	.....	2 45
do via Mineola	.....	2	22 45	.....	2 45
Philadelphia (See Rules 11 and 29) .. ..Pa.	.....	..	21 00	18 50	2 55
Phillipsburg, via St. Paul and D. & M. and Billings, Mont.	.....	4	41 45	36 45	5 00
do via Chicago & St. Paul..	.....	4	49 45	44 75	6 00
Phillipsburg, via Pittsburg, Harrisburg and Allentown ... .N. J.	.....	..	21 00	18 50	2 55
§ do via Philadelphia (See Rule 11)	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Sala.	.....	..	21 00	18 50	2 55
do via Pittsburg and Trenton ..	.....	..	21 80	19 30	....
Phoenix, via Maricopa ....Ariz.	.....	5	55 20	49 60	6 65
§ do via Ark Fork	.....	5	55 20	49 60	6 65
do via N. O. and Maricopa..	.....	5	55 20	49 60	6 65
do and return	.....	9 mo.	77 00	.....	....
Phoenixville, via Pittsb. and Frazer .. ..Pa.	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Sala. .	.....	..	21 00	18 50	2 55
§ do via Philadelphia (See Rule 11)	.....	..	21 00	18 50	2 55
Pickering .. ..Iowa	.....	1	9 56	.....	1 15
Piedmont .. ..W. Va.	.....	2	19 45	17 00	2 35
Pierre ....S. Dak.	.....	2	23 05	.....	2 80
§Piggott .. ..Ark.	.....	1	6 49	.....	80
§Pinckneyville .. ..Ill.	.....	1	2 08	.....	25
Pine Bluff .....Ark.	.....	2	11 61	.....	1 40
do via Little Rock	.....	1	11 61	.....	1 40
Pine City .....Minn.	.....	3	17 90	.....	2 15
do via Chicago	.....	3	17 90	.....	2 15
Pinehurst, via Louisville or Cincinnati, C. & O. and Richmond .. ..N. C.	.....	3	24 95	21 95	3 75
do via Louisville or Cincinnati, Harriman Jct. or Jellico ..	.....	3	24 95	21 95	3 75

§Continuous passage only.

D Via Manitou Steamship Co.. June 18th to Sept. 10th, and Northern Steamship Co., June 20th to Sept. 15th.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Pinehurst, via Chattanooga and Morristown	.....	3	24 95	21 95	3 75
do via Cincinnati or Columbus, M. & W. and Petersburg	.....	3	24 95	21 95	3 75
do via Atlanta	.....	3	24 95	21 95	3 75
Pine Knot, via Louisville..Ky.	.....	1	13 05	.....	1 95
do via Cincinnati	.....	..	13 05	.....	1 95
Pineville, via Louisville....Ky.	.....	..	14 36	.....	2 15
do via Cincinnati and Livingston	.....	2	14 36	.....	2 15
§Pipestone .....Minn.	.....	2	16 85	.....	2 10
§ do via Ottumwa and Mason City	.....	2	16 85	.....	2 10
§ do via Burlington	.....	2	16 85	.....	2 10
Piqua .....O.	.....	1	9 00	.....	1 10
do via Sidney	.....	1	9 25	.....	1 10
do via Cincinnati	.....	..	8 00	.....	1 10
Pittsburg .....Kan.	.....	1	9 60	.....	1 15
do via Kansas City	.....	1	*9 60	.....	1 15
Pittsburg ..... Kan. via Frisco Sys. and Carl Junction	.....	1	9 60	.....	1 15
do via Frisco System and Columbus	.....	1	9 60	.....	1 15
Pittsburg .....Pa.	.....	..	15 75	13 50	1 90
Pittsburg .....Tex.	.....	2	17 00	.....	2 05
do via Denison and Greenville or Paris	.....	2	17 75	.....	2 15
Pittsfield .....Mass	.....	..	25 50	20 00	2 85
do via Cincinnati	.....	..	23 60	20 00	2 85
Pittsfield .....Ill.	.....	1	3 75	.....	45
do via Hannibal	.....	1	3 75	.....	45
Pittston, via Buff. Susp. Bridge or Sala .....Pa.	.....	..	21 00	18 50	2 55
do via Pittsburg and Harrisburg	.....	..	21 00	18 50	2 55
do via Pittsburg or Lewiston Jct. or Lock Haven	.....	..	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29)	.....	..	21 00	18 50	2 55
Placerville, via Montrose...Col.	.....	3	40 30	38 15	4 85
Plainfield (See Rules 11 and 29) .....N. J.	.....	..	23 50	20 00	2 85
do via Cin. and B. & O.	.....	..	21 00	19 00	2 85
§ do via Pittsburg or Wheeling and B. & O. (See Rule 11)	.....	..	21 00	19 00	2 85

§ Continuous passage only.

* Basing rate only; less through rate than $11.00 not to be used. No tickets to be sold from St. L. via Kan. City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Plano . . . .Ill.	.....	1	7 50	.....	90
Plano . . . .Tex.	.....	1	18 65	.....	2 20
do via Denison or Sherman.	.....	2	18 65	.....	2 20
Plant City . . . .Fla.	.....	2	30 90	.....	4 65
§Plaquemine, via New Orleans . . . .La.	.....	2	20 40	.....	2 20
do via Shreveport	.....	2	18 00	.....	2 20
Plattsville . . . .Wis.	.....	1	10 63	.....	1 30
do via Chicago	.....	1	10 63	.....	1 30
Plattsburg . . . .Mo.	.....	1	7 65	.....	95
Plattsburg, via Schnectady.N.Y.	.....	..	24 00	21 00	2 90
do . . . .Neb.	.....	1	11 50	.....	1 40
Pleasant Dale . . . .Neb.	.....	1	13 31	.....	1 60
§Pleasant Hill . . ..Mo.	.....	1	7 43	.....	91
§Pleasanton, via Butler....Kan.	.....	1	8 95	.....	1 10
§ do via Kansas City	.....	1	8 95	.....	1 10
§ do via Springfield	.....	..	9 35	.....	1 10
Plymouth . . ..Ill.	.....	1	5 26	.....	1 50
do via Bushnell	.....	1	5 60	.....	65
Plymouth ..... Ind.	.....	1	8 75	.....	1 05
do via Chicago	.....	1	8 75	.....	1 05
Plymouth ..... Ind.	.....	1	11 70	.....	1 40
do via Chicago.....	.....	1	11 70	.....	1 40
Plymouth Junc. . . ..Iowa	.....	..	12 65	.....	....
§Pocahontas, via Jackson.Miss	.....	2	15 95	.....	1 90
§ do via Memphis or Granada	.....	2	15 55	.....	1 90
Pocatello, via Granger or Ogd. (See Rule 15) . ....Idaho	.....	4	40 00	35 00	4 80
Point Burnside, via Lou. or Burgin . . . .Ky.	.....	1	12 15	.....	1 45
do via Louis & Lexington..	.....	..	12 15	.....	1 45
do via Cincinnati	.....	..	12 15	.....	1 45
Point Douglass . . ..Minn.	.....	2	16 00	.....	1 95
do via Chicago	.....	2	16 00	.....	1 95
Point Levis ..... Que.	.....	3	27 50	23 50	3 25
do via Buffalo	.....	3	27 50	23 50	3 25
Point Pleasant . . ..W. Va.	.....	1	13 35	.....	1 65
do via Parkersburg	.....	1	14 25	.....	....
§Polo . . ..Ill.	.....	1	7 99	.....	1 00
do via Burlington Route ...	.....	1	8 75	.....	1 20
Pomeroy, via Cincinnati ..Ohio	.....	..	13 45	.....	1 65
do via Columbus or Dundas.	.....	1	13 45	.....	1 65
Pomeroy, via Ogden or Granger or Billings or St. Paul . . . .Wash.	.....	5	50 90	43 40	6 15
do via Chicago & St. Paul..	.....	5	62 50	55 00	7 50
Pomona . . . .Fla.	.....	2	27 35	.....	4 10
Poncha, via Pubelo .....Col.	.....	3	29 30	.....	3 55
do via Denver	.....	3	29 30	.....	3 55

§Continuous passage only.

ST. LOUIS‡ TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Pond Creek . . . . . O. T.	.....	1	15 10	.....	1 80
do via Frisco Sys. and Wichita	.....	1	15 10	.....	1 80
Pontiac . . . . . Ill.	.....	1	5 05	.....	65
do via Ill. Cent.	.....	1	5 37	.....	65
Poplar Bluff . . . . . Mo.	.....	1	5 06	.....	65
§ do via Cape Girardeau	.....	1	5 06	.....	65
Poplar Mont . . . . . Mont.	.....	4	36 55	31 50	4 50
do via Chicago and St. Paul	.....	4	36 55	31 50	4 40
Portage City . . . . . Wis.	.....	1	12 52	.....	1 55
do via Chicago	.....	1	12 52	.....	1 55
Portage la Prairie . . . . . Man.	.....	4	31 20	29 70	3 75
do via Chicago	.....	4	31 20	29 70	3 75
Port Arthur . . . . . Tex.	.....	3	23 35	.....	2 80
do via Houston	.....	3	23 65	.....	2 80
Portal . . . . . N. D.	.....	3	32 75	28 15	3 95
Portales, via K. City or Okla. City and Amorilla....N. M.	.....	3	26 30	.....	3 20
Port Barrios, via N. O and U. F. Co., S. S.....Guat.	.....	..	48 50	.....	2 70
Port Byron, via Boat .....Ill.	.....	1	8 50	4 50	....
do via Boat	3rd class or deck			3 25	....
Fort Byron Junct . . . . . Ill.	See East Moline.				
Port Cortes, via N. O. and U. F. Co., S. S. (See Rule 32) . . . . . Sp. Hon	.....	..	48 50	.....	2 70
§Port Gibson . . . . . Miss.	.....	1	16 70	.....	2 00
Port Hope . . . . . Ont.	.....	2	21 70	17 55	2 60
do via Buffalo	.....	2	21 70	17 55	2 60
do via Cincinnati	.....	2	21 70	17 55	2 60
Port Huron . . . . . Mich.	.....	1	13 85	.....	1 70
Port Jervis . . . . . N. Y.	Same as New York, via route of ticket.				
Portland . . . . . N. Dak.	.....	2	25 27	.....	3 05
do via Chicago	.....	2	25 27	.....	3 05
Portland, via Alb., Troy or Rot. Jc. . . . . Me.	.....	3	28 00	24 50	3 40
do via Montreal, Norwood or Malone	.....	3	28 00	24 50	3 40
do via Chicago	.....	3	28 00	24 50	3 40
Portland, via Billings or Ogden or Granger and Huntington or St. P. (See Rules 15 and 16) . . . . . Ore.	67 50	5	57 50	47 50	6 90
Portland, via Denver and Billings (See Rules 15 and 17) . Ore.	67 50	5	57 50	47 50	6 90
do via Alb. and Bakersfield or Og. and Sac. or San Francisco	77 50	6	57 50	*47 50	9 30

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Portland, via Ft. W., Den. or El Paso, Sac. or San Francisco and Shasta Route ..	77 50	6	62 50	*52 50	9 30
do via Chicago and St. Paul	.....	5	66 00	56 00	9 50
§ do via Quanah or Vernon Denver.	67 50	..	57 50	47 50	6 90
Port Lavaca. . .....Tex.	.....	3	27 20	.....	3 40
do via New Orleans	.....	3	27 20	.....	3 40
Port Limon, via N. O. and U. F. Co. S. S. (See Rule 32) . .....Costa Rico.	.....	..	71 50	.....	2 70
Port Royal, via Nashv., Chatt. and Augusta. . .....S. C.	.....	4	24 10	.....	3 65
do via Mem., Cor., Gd. Jc., Tup. or Cols., Miss., and Atlanta.	.....	4	24 10	.....	3 65
do via Cincinnati and Richmond or Petersburg.	.....	4	24 10	.....	3 65
do via Louisville, Cin., and Harriman or Jellico.	.....	..	24 10	.....	....
Portsmouth, via Albany, Troy or Rotterdam Junction and Boston. . . ..N. H.	.....	3	26 90	23 40	3 25
Portsmouth, via Cincinnati. ..O.	.....	1	11 50	.....	1 40
do via Columbus.	.....	1	11 50	.....	1 40
do via Cincinnati and Chilli.	.....	1	11 50	.....	1 40
do via B. & O. S. W.	.....	1	12 25	.....	1 50
Portsmouth, via Cin. and C. & O. . .....Va.	.....	3	22 75	19 00	....
do via Louisville and C. & O.	.....	3	22 75	19 00	....
do via Cincinnati, Columbus or Chillicothe and N. & W.	.....	3	22 75	19 00	....
Port Tampa. . .....Fla.	.....	2	31 80	.....	4 80
Port Townsend, via Billings or Ogden or Granger or St. Paul. (See Rule 15).Wash.	.....	5	57 50	47 50	6 90
do via Chicago and St. Paul.	.....	5	66 00	56 00	9 50
Postville. . . ..Iowa.	.....	1	12 00	.....	1 45
do via McGregor or Prairie du Chien	.....	2	12 00	.....	1 45
do via Chicago.	.....	1	12 00	.....	1 45
Poteau. . .....I. T.	.....	1	13 40	.....	1 65
Potsdam . .....N. Y	.....	..	24 00	21 00	2 90
Pottstown, via Pittsburg and Harrisburg . .....Pa.	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Salamanca.	.....	..	21 00	18 50	2 55
do via Philadelphia. (See Rules 11 and 29).	.....	..	21 00	18 50	2 55

§Continuous passage only.
*Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Pottsville, via Pittsburg and Harrisburg. . . . . Pa.	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Salamanca.	.....	..	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29.).....	.....	..	21 00	18 50	2 55
Poughkeepsie. . . . . N. Y.	.....	..	23 50	20 00	2 85
Pratt. . . . . Kan.	.....	1	15 25	.....	1 85
§ do via Frisco system and Wichita or Medora	.....	1	15 25	.....	1 85
Prattville, via M. & O.....Ala.	.....	1	16 85	.....	2 05
§Prairie du Chien . . . . . Wis.	.....	1	11 50	.....	1 40
§ do via Chicago.	.....	1	11 50	.....	1 40
Prescott, via Albuquerque and Ash Fork. . . . . Ariz.	.....	5	55 20	49 60	6 65
do and return.	.....	6 mo.	77 00	.....	....
Prescott. . . . . Ont.	.....	2	24 00	21 00	2 90
do via Buffalo.	.....	2	24 00	21 00	2 90
Prescott.. . . . . Wis.	.....	1	16 00	.....	1 95
do via Boat.	.....	1	16 00	10 50	....
do via Boat.	3rd class or deck			6 00	....
Princeton. . . . . Ill.	.....	1	6 76	.....	1 60
Princeton. . . . . Ind.	.....	1	4 76	.....	70
do via Vincennes.	.....	1	4 76	.....	70
Princeton, via Ill. Cent. and Cairo or Paducah. ....Ky.	.....	1	6 71	.....	85
Princeton . . . . . Mo.	.....	1	8 03	.....	1 00
Princeton, via Pittsburg and Penn. R. R. . . . . N. J.	.....	..	22 10	19 60	2 65
do via C. & O. and Washington.	.....	..	21 00	19 00	2 65
Princeton . . . . . Wis.	.....	1	12 95	.....	1 55
do via Chicago.	.....	1	12 95	.....	1 55
Providence. . . . . Mo.	.....	1	4 35	.....	55
Providence, via Alb., Troy or Rott. Jct. . . . . R. I.	.....	..	25 50	22 00	3 10
do via Boston.	Add $1.00 to Boston rate via route of ticket.				
Providence, via New York and rail. . . . . R. I.	Add $4.30 to N. Y. rates.				
do via C. & O., Norfolk and M. & M. Transp. Co.	.....	1	C25 50dx25 00		3 20
do via B. & O. S. W., Cincinnati, B. & O., Balt. and M. & M. T. Co.....	.....	..	C25 50dx23 00		3 20
do via Big Four, B. & O., Balt. and M. & M. T. Co...	.....	..	C25 50dx23 00		3 20

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Providence, via Vandalia Line, Penna., Baltimore and M. & M. T. Co.	.....	..	26 50	23 00	3 20
do via N. Y. and Fall River Line; Nov. 1 to April 30. (See Rule 27)	Add to N. Y. rates $2.50 limited				
May 1 to Oct. 31. (See Rule 27).	Add to N. Y. rate $3.50 1st class.				
do via N. Y. and Providence Stonington or Norwich line. Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $2.25 limited.				
May 1 to Oct. 31. (See Rule 27)	Add to N. Y. rate $3.00 limited.				
Pueblo. Col.	..	2	24 50	.....	2 95
§do via Denver or Colo. Spgs.	.....	2	24 50	.....	2 95
§ do via Kansas City or Omaha	.....	2	24 50	.....	2 95
§ do via Burrton or Ellsworth.	.....	2	24 50	.....	2 95
§ do via Quanah or Vernon	.....	2	27 35	.....	3 30
§Puerto Principe. Cuba.	E15 42 more than Havana, via route of ticket.				
Pulaski. Va.	.....	2	20 00	18 00	2 40
Pulaskia. Tenn.	.....	1	12 35	.....	1 85
do via Louisville.	.....	1	15 90	.....	1 85
do via Corinth.	.....	1	13 90	.....	1 85
Pullman, via Billings or Ogden or Granger or St. Paul (See Rule 15) Wash.	63 45	5	50 00	42 50	6 00
do via Denver and Billings (See Rule 15)	63 45	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	58 50	51 00	7 05
Punta Gorda Fla.	.....	2	33 50	.....	5 05
Purcell I. T.	.....	1	17 30	.....	2 10
do via Kansas City	.....	1	17 30	.....	2 10
do via Kansas City	.....	1	17 30	.....	2 10
do via Frisco System, Ark. City or Wichita	.....	1	17 30	.....	2 10

§Continuous passage only.

C includes meals and stateroom accommodation on steamer.

d Includes meals and berth on steamer.

x In effect October 1st to May 31st only.

E Tickets should be in the form of exchange orders on steamer lines from New Orleans, Mobile, Port Tampa or Miami, according to route used.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Quanah, via Sapulpa or Okla. City . . . . . Tex.	.....	3	21 85	.....	2 65
do via Beaumont Junc. and Snyder	.....	3	21 85	.....	2 65
do via Fort Worth	.....	3	21 85	.....	2 65
do via Kansas City	.....	2	*21 85	.....	2 65
§Quantico, via Washington (See Rule 11) ..... Va.	.....	3	21 30	18 00	3 75
Quebec . . . . . Que.	.....	3	27 50	23 50	3 25
do via Buffalo or Susp. Bridge	.....	3	27 50	23 50	3 25
Quenemo . . . . . Kan.	.....	1	9 60	.....	1 16
§Querobabi, via El Paso or Deming..... Mex.	.....	7	56 85	55 40	....
§ do via Kansas City or Burrton	.....	7	56 85	55 40	....
do via New Orleans or El Paso	.....	7	56 85	55 40	....
Queretaro, via Eagle Pass. Mex.	.....	7	54 25	46 80	....
do via El Paso	.....	7	54 25	46 80	....
do via Kansas City	.....	7	54 25	46 80	....
do via New Orleans	.....	7	54 25	46 80	....
do and return (Tourist) ...	.....	9mo	76 15	.....	....
Quincy . . . . . Ill.	.....	1	4 05	.....	50
do via Boat	.....	1	4 00	2 50	....
do via Boat, 3d class or deck	.....	..	.....	1 50	....
do via Moberly or Macon...	.....	1	7 50	.....	50
do via Jacksonville	.....	1	4 35	.....	50
do via Springfield	.....	1	4 35	.....	50
Quinnimont, via Louisville . . . . . W. Va.	.....	3	16 40	15 40	2 00
do via Cincinnati	.....	2	16 40	15 40	2 00
§Quitman, via M. & O..... Miss.	.....	2	16 35	.....	1 95
Racine . . . . . Wis.	.....	1	9 85	.....	1 20
do via Chicago	.....	1	9 85	.....	1 20
do via Rock Island	.....	1	9 85	.....	1 20
Radford . . . . . Va.	.....	2	20 00	18 00	2 40
Rafael, via Eagle Pass.....Mex.	.....	7	41 20	39 55	....
do via Kansas City	.....	7	41 20	39 55	....
Rago . . . . . Kan.	.....	1	14 20	.....	1 70
Raleigh, via Atlanta ....N. C.	.....	2	24 95	21 95	3 75
do via Chattanooga	.....	2	24 95	21 95	3 75
do via Louisville, Nor. and Lynchburg	.....	2	24 95	21 95	3 75
Raleigh, via Louisville and Jellico or Harr. .....N. C.	.....	2	24 95	21 95	3 75
do via Martin or U. City and Chatt.	.....	2	24 95	21 95	3 75

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Raleigh, via Memphis, Grand Junc or Cor.	.....	2	24 95	21 95	3 75
do via Cincinnati, Columbus or Chillicothe and Lynchburg	.....	2	24 95	21 95	3 75
do via Cin., C. & O. Ry and Clif. Forge	.....	2	24 95	21 95	3 75
do via Cin. and Jellico or Harriman	.....	2	24 95	21 95	3 75
do via C. & O. and Rich	.....	2	24 95	21 95	3 75
do via Louisville and C. & O. Ry.	.....	2	24 95	21 95	3 75
do via Washington	.....	4	29 90	26 65	5 70
Ramsey ....Ill.	.....	1	2 40	.....	30
§Ramsey ....Minn.	.....	2	13 69	.....	1 65
§ do via Chicago	.....	2	13 69	.....	1 65
Randolph ....Ill.	.....	1	4 50	.....	55
§Randolph ....I. T.	.....	1	17 00	.....	2 05
Randolph ....Minn.	.....	2	15 02	.....	....
Rantoul ....Ill.	.....	1	5 35	.....	65
Rapid City ....S. Dak.	.....	3	28 80	.....	3 50
Rathdrum, via Billings or St. Paul ....Idaho	.....	5	49 20	42 50	5 90
do via Chicago and St. Paul	.....	5	57 70	51 00	6 95
Raton ....N. M.	.....	3	28 30	27 35	3 40
§Ravenden, via Cape Girardeau Hoxie ....Ark.	.....	1	7 55	.....	90
do via Springfield	.....	1	11 25	.....	1 35
Ravenna ....Ohio	.....	1	14 50	12 75	1 75
do via Marion or Gallion	.....	..	14 50	.....	1 75
do via Cincinnati	.....	..	14 50	12 75	1 75
do via Huntington	.....	1	14 50	12 75	1 75
do via Urbana, Dayton or Akron	.....	1	14 50	12 75	1 75
do via Chicago	.....	1	14 50	12 75	1 75
Ravenna ....Neb.	.....	2	16 64	.....	2 00
Ravenswood ..... W. Va.	.....	1	14 25	.....	1 75
Rawlins (See Rule 15) ..Wyo.	.....	3	33 20	.....	4 10
Reading, via Pittsburg and Harrisburg ....Pa.	.....	..	21 00	18 50	2 55
do via Buffalo, Susp. Bridge or Sala	.....	..	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29)	.....	..	21 00	18 50	2 55
do via Ft. Wayne and Pitts.	.....	..	21 00	18 50	2 55
§Read's Landing ....Minn.	.....	2	15 12	.....	1 85
§ do via Chicago	.....	2	15 02	.....	1 85
do via Boat	15 50	..	.....	10 50	....
do via Boat, 3d class or deck	.....	..	.....	6 00	....

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Rector ..... Ark.	.....	1	6 66	.....	80
Red Cloud, via Kansas City or St. Joe .....Neb.	.....	2	14 45	.....	1 75
Redcliff, via Pubelo or Denver . . . .Col.	.....	3	34 15	.....	8 10
Redding . . . .Cal.	67 50	6	57 50	47 50	8 10
do via Billings or Ogden and Huntington and St. Paul	.....	7	65 40	55 40	9 05
Reading ..... Cal. via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via Den., Col. Spgs. or Pueblo and Albuq.and Bak.	67 50	6	57 50	47 50	8 10
Redfield . . ..S. Dak.	.....	2	20 88	.....	2 55
Red Ford . . ..I. T.	.....	2	12 87	.....	1 55
Red Key .....Ind.	.....	1	8 95	.....	1 10
do via Bloomington	.....	1	8 95	.....	1 10
Red Oak, via St. Joseph..Iowa	.....	1	12 02	.....	1 30
do via Burlington	.....	1	11 25	.....	1 30
Red Wing . . . .Minn.	.....	2	15 85	.....	1 90
do via Peoria	.....	2	15 85	.....	1 90
do via Chicago	.....	1	15 85	.....	1 90
do via Boat	16 00	..	.....	.....	....
..do via boat, 3rd class or deck	.....	..	.....	6 00	....
§Redwood Falls . . ..Minn.	.....	2	17 28	.....	2 10
§ do via Chicago	.....	2	17 28	.....	2 10
Reece . . . .Kan.	.....	1	12 10	.....	1 45
§Reed City ..... Mich.	.....	1	13 49	.....	1 65
Reinbeck . . . .Iowa	.....	1	10 75	.....	1 30
Reno . . . .Nev.	67 50	5	57 50	47 50	8 10
Republican . . . .Neb.	.....	2	16 29	.....	2 00
Reynolds . . . .Neb.	.....	2	13 09	.....	1 60
Rice . . . .Tex.	.....	2	20 45	.....	2 45
do via Texarkana, Dallas and H. & T. C.	.....	2	20 45	.....	2 50
do via Denison or Sherman..	.....	1	20 45	.....	2 50
do via Kansas City	.....	2	*20 45	.....	2 50
Riceville, via Nashv. and Chatt. . . ..Tenn.	.....	1	16 00	.....	2 40
do via Louisville or Cin. and Harriman or Jellico.	.....	2	16 00	.....	2 40
do via Corinth	.....	2	16 00	.....	2 40
do via Louis. or Cincinnati and Chatt.	.....	2	16 00	.....	2 40
Rich Hill, via Pleasant Hill.Mo.	.....	1	8 35	.....	1 00
§ do via Springfield	.....	1	9 35	.....	1 10
Richmond . . ..Ind.	.....	1	9 00	.....	1 10
do via Bloomington or Chenoa	.....	1	9 00	.....	1 10

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Richmond, via Cin and L. & N. R. R. .....Ky.	.....	..	11 10	.....	1 70
do via Louisv. and L. & N. R. R.	.....	1	11 10	.....	1 70
Richmond, via Washington.Va.	.....	..	23 75	20 50	2 65
do via Cincinnati and C. & O	.....	2	22 00	18 00	2 65
do Louisv. & C. & O. Ry...	.....	2	20 00	18 00	2 65
do via Nash., Chatt. and Bristol	.....	2	22 00	18 80	2 65
do via Cor. or Grand Junc. and Bristol	.....	2	22 00	18 00	2 65
do via Cincinnati, Columbus or Chillicothe and N. & W. and Petersburg	.....	2	22 00	18 00	2 65
do via Louisville or Cincinnati, Burgin, Harriman and Asheville	.....	2	22 95	.....	3 45
do via Atlanta	.....	2	31 80	.....	5 35
do via Louisville & Atlanta	.....	2	31 80	.....	5 35
Rico, via Montrose .....Col.	.....	3	42 65	40 45	5 15
Rimini, via Billings or St. Paul . . . .Mont.	.....	4	40 50	35 50	4 90
do via Chicago and St. Paul	.....	4	49 00	44 00	5 90
Rincon . . . .N. M.	.....	3	37 80	36 90	4 55
Riparia, via Billings or Ogden or Granger or St. Paul (See Rule 16) .....Wash.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	58 50	51 00	7 05
Ripley . . . .Tenn.	.....	1	8 03	.....	1 00
Ripon . . ..Wis.	.....	1	12 50	.....	1 50
do via Chicago	.....	1	12 50	.....	1 50
Ripon . . . .N. Dak.	.....	2	24 17	.....	2 90
do via Chicago	.....	2	24 17	.....	2 90
§Ristine . . . .Mo.	.....	1	5 95	.....	75
Ritzville, via Billings or St. Paul . . . .Wash.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	58 50	52 50	7 05
Riviera . . . .Fla.	.....	2	34 10	.....	5 10
Riverdale . . . .Kan.	.....	2	13 40	.....	1 65
River Junction . . ..Kan.	.....	2	23 25	.....	3 50
Riverside . . . .Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rules 15 and 18)	67 50	6	57 50	47 50	8 10
do via El Paso	67 50	6	57 50	47 50	8 10
do via Kansas City	67 50	6	57 50	47 50	8 10
do via New Orleans	A67 50	6	B57 50	C47 50	8 10
do via Santa Fe Route	67 50	5	57 50	47 50	8 10
do via Denver, Colo. Spgs or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10

§Continuous passage only

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Riverton . . . . . Neb.	.....	2	15 47	.....	1 90
Riverton, via St. Joe . . . . . Iowa	.....	1	10 83	.....	1 35
Riverview . . . . . Mo.	.....	1	4 35	.....	55
Rives . . . . . Tenn.	.....	1	6 38	.....	80
Roachdale . . . . . Ind.	.....	1	6 70	.....	1 00
Roanoke, via Louisville and Jellico . . . . . Va.	.....	2	20 25	18 00	2 45
do via Nashville and Chat..	.....	2	20 25	18 00	2 45
do via Cincinnati and Harriman	.....	2	20 25	18 00	2 45
do via Cin. and Big Stone Gap or Jell, and Bristol...	.....	2	20 25	18 00	2 45
do via Louisv., Burg. and Harriman	.....	2	20 25	18 00	2 45
do via Grand Junction or Cor. and Bristol	.....	2	20 25	18 00	2 45
do via Cin., Columbus or Chilli. and N. & W.	.....	2	20 25	18 00	2 45
do via Norton	.....	1	20 25	18 00	2 45
§Roaring Brook . . . . . Mich.	.....	2	16 69	.....	2 00
§ do via Chicago and Manitou S. S. Co. (Meals and berth extra)	.....	..	D13 50	.....	....
Roberval, via Quebec . . . . . Que.	.....	4	32 70	27 30	3 95
Robinson, via Effingham or Lawrenceville . . . . . Ill.	.....	1	4 60	.....	55
do via Mt. Pulaski	.....	1	4 60	.....	55
do via Paris	.....	1	5 00	.....	55
Rochelle . . . . . Fla.	.....	2	27 40	.....	4 10
Rocheport . . . . . Mo.	.....	1	4 60	.....	70
Rochester . . . . . Ind.	.....	1	8 75	.....	1 05
do via Indianapolis	.....	1	8 75	.....	1 05
Rochester, via Buff. or Susp. Bridge . . . . . N. Y.	.....	..	19 63	17 38	2 35
do via Pittsburg	.....	..	19 63	17 38	2 35
Rochester, via Indianapolis and Steubensville . . . . . Pa.	.....	1	14 75	13 00	1 80
do via Ft. Wayne	.....	1	14 75	13 00	1 80
do via Indianapolis and Pittsburg	.....	1	15 85	13 60	1 90
do via Chicago	.....	1	14 75	13 00	....

§Continuous passage only.

A—For basing purposes; selling rate from and through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from and through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from and through St. Louis not to be less than $49.15.

D—June 18th to Sept. 10th.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Rochester, via Alb., Troy or Rott. Jc. and Ayer..N. H.	.....	..	26 50	23 00	2 20
Rochester . . . .Minn.	.....	1	14 05	.....	1 75
do via Peoria	.....	1	14 05	.....	1 75
do via Chicago	.....	1	14 05	.....	1 75
Rockdale . . . .Tex.	.....	3	22 65	.....	2 75
do via Paris and Milano....	.....	3	22 65	.....	2 75
do via Waco	.....	3	22 65	.....	2 75
do via Kansas City	.....	3	•22 65	.....	2 75
Rock Falls . . . .Ill.	.....	1	8 25	.....	1 00
§Rockford . . . .Ill.	.....	1	9 07	.....	1 10
§ do via Chicago	.....	1	9 07	.....	1 10
Rockingham . . . .N C.	.....	2	24 50	21 05	3 70
Rock Island . . . .Ill.	.....	1	7 36	.....	90
do via Belknap	.....	1	11 12	.....	1 35
do via Boat	.....	1	7 75	4 25	....
do via Boat, 3d class or deck	.....	..	.....	3 00	....
do via Peoria	.....	1	7 36	.....	90
Rock Island, via Houston..Tex.	.....	2	24 65	.....	2 95
do via Sealy	.....	2	25 15	.....	3 05
Rock Island, via Albany, Troy or Rott. Junc. . .....Mo.	.....	4	29 00	25 50	3 50
do via Montreal, Norwood or Malone	.....	4	29 00	25 50	3 50
Rockledge . . . .Fla.	.....	2	30 50	.....	4 60
Rockport, via Evansville ...Ind.	.....	1	6 51	.....	1 00
do via Huntingburg	.....	1	4 46	.....	1 00
§Rockport, via Ill. Cent. and Cairo or Paducah . . .Ky.	.....	1	2 00	.....	1 00
Rockport . . . .Tex.	.....	3	29 85	.....	3 60
do via Waco or Houston ...	.....	3	29 85	.....	3 60
do via San Antonio	.....	3	29 85	.....	3 60
do via Kansas City	.....	3	•29 85	.....	3 60
§ do via New Orleans, Houston and S. A. & A. P. Ry.	.....	3	39 85	.....	3 60
§Rock Rapids . . . .Iowa	.....	1	15 87	.....	1 90
Rockville . . . .Ind.	.....	1	5 92	.....	75
§Rockwell (Cerro Gordo Co.) . . . .Iowa	.....	1	12 46	.....	1 50
Rockwell City (Calhoun Co.) . . . .Iowa	.....	1	12 46	.....	1 55
§ do via Freeport	.....	1	12 46	.....	1 55
Rockwood . . . .Tenn.	.....	1	14 50	.....	1 55
Rocky Ford . . ....Col.	.....	2	24 50	.....	2 90
do via Burrton	.....	2	24 50	.....	2 90
Rogers . . . .Ark.	.....	1	10 03	.....	1 20
Rogersville, via Jellico . .Tenn.	.....	1	18 20	.....	2 75

§Continuous passage only.
•Basing rate only.
•Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Rogersville, via Nashville and Chatt. . . . . Tenn.	.....	1	18 20	.....	2 75
do via Cin. and Harriman..	.....	1	18 20	.....	2 75
do via Louisville and Harriman	.....	1	18 20	.....	2 75
do via Corinth	.....	1	18 20	.....	2 75
§Rolfe . . . . . Iowa.	.....	2	13 08	.....	1 60
Rolla . . . . . Mo.	.....	1	3 32	.....	40
Rome City . . . . . Ind.	.....	1	10 04	.....	1 20
Rome, via Buffalo or Susp. Bridge . . . . . N. Y.	.....	..	20 50	19 00	2 50
Rome, via Ev., Nashv. and Chat. . . . . Ga.	.....	2	16 85	.....	2 50
do via Cincinnati	.....	2	16 85	.....	2 50
do via Louisv., Nashv., and Chatt	.....	2	16 85	.....	2 50
do via Louisville and Burgin	.....	2	16 85	.....	2 50
do via Cor. or Gd. Jc. and Chatt	.....	2	16 85	.....	2 50
do via Cairo and Nash. ...	.....	2	16 85	.....	2 50
do via Memphis and Chattanooga	.....	2	16 85	.....	2 50
Ronceverte, via Lou. and C. & O. . . . . W. Va.	.....	..	18 15	16 95	2 20
do via Cincinnati & C. & O.	.....	..	18 15	16 95	2 20
Rosenberg . . . . . Tex.	.....	2	23 65	.....	2 85
do via Ft. Worth	.....	2	23 65	.....	2 85
do via Houston	.....	2	23 65	.....	2 85
do via Paris	.....	3	23 65	.....	2 85
do via New Orleans	.....	..	23 65	.....	2 85
Roseburg, via Albuquerque and Bakersfield or Ogden and Sacramento or San Francisco . . . . . Ore.	.....	6	57 50	*47 50	8 10
Roseburg . . . . . Ore. via Ft. Worth. Dem. or El Paso, Sac. or San Fran. and Shasto Route.	.....	6	62 50	*52 50	8 70
do via Billings or Ogden or Granger and Harriman or St. Paul (See Rule 15)..	.....	6	57 50	47 50	8 10
Rossland, via Ogden or Granger or Huntington, or Bill. or St. P. (See Rule 15).B.C.	.....	7	50 00	42 50	....
do via Chicago and St. Paul.	.....	7	58 50	51 00	....
§ Rossville Junction .....Ill.	.....	1	6 08	.....	75
Roswell, via Kansas City, Oklahoma City or Fort Worth and Amarillo, N. M.	.....	3	29 90	.....	3 60

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Roswell, via Pecos	.....	3	31 40	.....	3 50
Round Rock . . . . . Tex.	.....	3	23 90	.....	2 90
do via Ft. Worth, Waco or Taylor . . .	.....	3	23 90	.....	2 90
do via Kansas City	.....	3	*23 90	.....	2 90
Rouse's Point, via Mont., Nor. or Malone . . . . . N. Y.	.....	2	24 00	21 00	2 90
do via Schnectady	.....	2	24 00	21 00	2 90
do via Chicago . .	.....	2	24 00	21 00	2 90
§Rowland, via Cinti. . . . . Ky.	.....	..	11 10	.....	1 65
§ do via Louisville	.....	1	11 10	.....	1 65
§ do via Ev. and L. & N. R.R.	.....	1	11 10	.....	1 65
Rugby . . . . . N. Dak.	.....	3	29 67	26 00	3 55
do via Chicago . .	.....	3	29 67	26 00	3 55
Rumsey . . . . . Mont.	Sell to Philipsburg.				
§Running Water . . . . . S. Dak.	.....	2	17 37	.....	2 10
Rush City . . . . . Minn.	.....	3	17 60	.....	2 15
do via Chicago . .	.....	3	17 60	.....	2 15
Rush Springs . . . . . I. T.	.....	2	18 15	.....	2 20
Rushville . . . . . Ill.	.....	1	4 67	.....	70
Rushville, via Indianapolis. Ind.	.....	1	8 60	.....	1 05
do via Bloomington . .	.....	1	8 60	.....	1 05
§Rusk . . . . . Tex.	.....	2	19 45	.....	2 35
Russell . . . . . Kan.	.....	1	15 40	.....	1 85
§Russellville, via Little Rock . . . . . Ark.	.....	2	12 61	.....	1 55
Russellville . . . . . Ky.	.....	1	9 13	.....	1 40
do via Louisville . .	.....	1	12 30	.....	1 85
Russellville, via Jellico. . Tenn.	.....	1	17 65	.....	2 60
do via Cin. and Harriman Junction . . .	.....	1	17 65	.....	2 60
do via Louisv. & Harriman Junction . . .	.....	1	17 65	.....	2 60
Rutherford . . . . . Tenn.	.....	1	6 88	.....	85
Ruthven . . . . . Iowa	.....	1	14 00	.....	1 70
Rutland, via Schenectady or Albany . . . . . Vt.	.....	..	24 50	21 00	2 95
do via Montreal, Norwood or Malone . . .	.....	..	24 50	21 00	2 95
Rutland . . . . . N. Dak.	.....	3	22 10	.....	2 65
do via Chicago . .	.....	3	22 10	.....	2 65
§Rutland . . . . . Ill.	.....	1	5 55	.....	70
Sabetha, via K. C., Hiawatha or St. Joe . . . . . Kan.	.....	1	10 25	.....	1 25
Sabina . . . . . Ohio	.....	1	10 40	.....	1 25
Sabinas, via Eagle Pass. . . Mex.	.....	4	35 85	34 90	....
Sabula, via Boat . . . . . Iowa	9 25	..	.....	5 00	....
do via Boat, 3d class or deck	.....	..	.....	3 75	....

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Sackett's Harbor .....N. Y.	.....	4	23 10	21 58	2 80
Sacramento . . . .Calif.	67 50	5	57 50	47 50	8 10
do via Billings or Ogden and Huntington	.....	7	65 40	55 40	9 05
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
§ do St. Paul	A67 50	6	B57 50	C47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10
do via Denver, Colo. Spgs. or Pueb. and Albuquerque and Bakersfield	67 50	6	57 50	47 50	8 10
Saginaw . . . .Mich.	.....	1	13 37	.....	1 65
do via Chicago	.....	1	13 37	.....	1 65
do via Chicago and Flint or Durand	.....	1	13 37	.....	1 65
do via Toledo or Milan.....	.....	1	13 37	.....	1 65
do via Detroit	.....	1	13 37	.....	1 65
St. Albans, via Montreal, Norwood or Malone . ....Vt.	.....	3	24 50	21 00	2 95
do via Buffalo, Schenectady or Albany	.....	3	24 50	21 00	2 95
do via Cincinnati	.....	3	24 50	21 00	2 95
§St. Anne . . . .Ill.	.....	1	6 56	.....	80
St. Augustine . . ..Fla.	.....	2	26 50	.....	4 00
St. Catherine . . . .Fla.	.....	2	29 65	.....	4 45
St. Catherines . . ..Ont.	.....	2	18 25	16 00	2 20
do via Cincinnati	.....	2	18 25	16 00	2 20
St. Charles . . ..Minn.	.....	2	14 53	.....	1 75
do via Chicago	.....	2	14 53	.....	1 75
St. Cloud . . . .Minn.	.....	2	18 25	.....	2 20
do via Chicago	.....	2	18 25	.....	2 20
§St. Francis . . . .Ark.	.....	1	6 30	.....	80
St. Francis . . . .Kan.	.....	2	20 68	.....	2 55
St. Francois, via Riverside..Mo.	.....	1	2 35	.....	30
§St. Genevieve . . ..Mo.	.....	1	1 96	.....	25
do via Coultersville	.....	1	2 69	.....	35
do via Sparta	.....	1	2 69	.....	....
St. Helena, via Valejo Junct. or Suisun ..... Cal.	68 70	6	57 70	48 70	8 25
do via Barstow and Los Angeles	68 70	..	58 70	.....	8 25
do via El Paso	.....	7	58 70	48 70	8 25
§ do via Kansas City	.....	7	58 70	48 70	8 25

§Continuous passage only

A—For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§St. Helena, via New Orleans	D68 70	..	E58 70	F48 70	....
St. John, via Albany, Troy, or Rott. Junct. and Boston ....N. B.	.....	4	34 00	28 50	4 10
do via Montreal, Nor. or Malone	.....	4	34 00	28 50	4 10
do via New York or rail... Add to N. Y. rate, via route of ticket $14.00; second class $12.					
St. Johnsbury, via Montreal, Nor. or Boston .....Vt.	.....	..	24 50	21 00	2 95
St. Joseph .....Mo.	.....	1	8 50	.....	1 05
St. Joseph .....Mich.	.....	1	10 00	.....	1 25
do via Chicago	.....	1	10 00	.....	1 25
St. Louis .....Mich.	.....	1	13 37	.....	1 65
St. Mark's .....Fla.	.....	2	24 55	.....	3 70
St. Mary .....Kan.	.....	1	10 25	.....	1 25
§St. Mary's .....Mo.	.....	1	2 24	.....	30
St. Mary's .....Ont.	.....	2	16 70	.....	2 00
do via Chicago	.....	2	16 70	.....	2 00
St. Paul .....Kan.	.....	1	10 00	.....	1 20
St. Paul .....Minn.	.....	1	16 00	.....	1 95
do via Chicago	.....	..	16 00	.....	1 95
do via Peoria	.....	1	16 00	.....	1 95
do via Boat	16 00	..	.....	10 50	....
do via Boat, 3d class or deck	.....	..	.....	6 00	....
St. Paul .....Neb.	.....	1	16 25	.....	1 95
§St. Paul .....Ark.	.....	1	11 66	.....	1 40
§St. Peter .....Minn.	.....	2	15 57	.....	1 90
§ do via Peoria (Not via St. Paul)	.....	2	15 57	.....	1 90
§ do via Chicago	.....	2	15 57	.....	1 90
St. Petersburg .....Fla.	.....	2	31 55	.....	4 85
St. Thomas .....Ont.	.....	2	16 00	.....	1 95
do via Cincinnati	.....	2	16 00	.....	1 95
do via Chicago	.....	1	16 00	.....	1 95
St. Thomas .....N. Dak.	.....	4	27 15	26 00	3 25
St. Thomas, via Chicago.N. Dak.	.....	3	27 15	26 00	3 25
St. Vincent .....Minn.	.....	3	27 50	26 00	3 35
do via Chicago	.....	3	27 50	26 00	3 35
Sac City .....Iowa	.....	1	13 03	.....	1 60
Salamanca .....N. Y.	.....	..	19 00	16 75	2 30
do via Pittsburg	.....	..	19 00	16 75	2 30
do via Cincinnati	.....	..	19 00	16 75	2 30
do via Urbana, Dayton or Akron	.....	..	19 00	16 75	2 30

§Continuous passage only.

D—For basing purposes; selling rate from or through St. Louis not to be less than $70.35.

E—For basing purposes; selling rate from or through St. Louis not to be less than $60.35.

F—For basing purposes; selling rate from or through St. Louis not to be less than $50.35.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Salamanca, via Bloomington or Chicago	.....	..	19 00	16 75	2 30
Salem ..... Iowa	.....	1	6 15	.....	75
Salem ..... Mo.	.....	1	4 21	.....	50
Salem, via K. C. or Atchison ..... Neb.	.....	1	10 35	.....	1 25
Salem (Columbiana County) ..... Ohio	.....	1	14 75	13 00	1 80
do via Ft. Wayne	.....	1	14 75	13 00	1 80
do via Chicago	.....	1	14 75	13 00	1 80
Salem, via Billings or Ogden or Granger and Huntington or St. Paul (See Rule 15) ..... Ore.	.....	6	57 50	47 50	8 10
do via Alb. and Bakersfield or Ogd. or Sac. or San Francisco	.....	6	57 50	*47 50	8 10
do via Ft. W., Dem., or El Paso, Sac., or San Fran..	.....	6	62 50	*52 50	8 70
§Salem ..... S. Dak.	.....	2	17 18	.....	2 10
Salem ..... Va.	.....	2	20 20	18 00	2 40
do via Cincinnati and Harriman	.....	2	20 20	18 00	2 40
do via Cincinnati and Big Stone Gap or Jell and Birm.	.....	2	20 20	18 00	2 40
Salem ..... Va.	.....	2	20 20	18 00	2 40
do via Cor. or Gd. Junction and Bristol	.....	2	20 20	18 00	2 40
do via Louisv., Burg. and Harriman	.....	2	20 20	18 00	2 40
do via Louisville and Jellico	.....	2	20 20	18 00	2 40
do via Cin., Col., or Chillicothe and N. & W.....	.....	2	20 20	18 00	2 40
do via Norton	.....	2	20 20	18 00	2 40
do via Nashville and Chattanooga	.....	2	20 20	18 00	2 40
Salida ..... Col.	.....	3	29 00	.....	3 50
do via Denver	.....	3	29 00	.....	3 50
Salina ..... Kan.	.....	1	13 05	.....	1 60
Salinas, via Laredo .. ....Mex.	.....	5	35 55	34 20	....
do via Kansas City	.....	5	35 55	34 20	....
Salisbury, via Atlanta .. .N. C.	.....	2	22 95	19 95	3 45
do via Chattanooga	.....	2	22 95	19 95	3 45
do via Cincinnati and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Cincinnati, Chillicothe or Columbus, N. & W. and Lynchburg	.....	2	22 95	19 95	3 45

§Continuous passage only.
*Second class rates do not apply via San Francisco.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Salisbury, via Louisville and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Cincinnati, C. & O. and Lynchburg	.....	2	22 95	19 95	3 45
do via Louisville, C. & O. and Lynchburg	.....	2	22 95	19 95	3 45
dovia Lou., Norton and Lynchburg	.....	2	22 95	19 95	3 45
do via Columbus, Miss	.....	2	22 95	19 95	3 45
Salisbury.....N. C.					
via Martin or U. City and Chatt.	.....	2	22 95	19 95	3 45
do via Memphis, Grand Junction or Cor.	.....	2	22 95	19 95	3 45
do via Washington	.....	3	30 60	27 35	4 00
Sallisaw.....I. T.	.....	2	12 50	.....	1 50
do via Mo. Pac. and Coffeyville	.....	2	12 50	.....	1 50
do via Little Rock	.....	2	15 97	.....	1 50
Saltillo, via Laredo or Eagle Pass and Monterey	.....	5	38 05	35 85	....
do via Kansas City	.....	5	38 05	35 85	....
do via New Orleans	.....	5	38 05	35 85	....
do and return (Tourist)	.....	9mo	51 85	.....	....
Salt Lake City (See Rule 15).....Utah	42 50	4	37 50	35 00	4 80
San Angelo.....Tex.	.....	3	26 55	.....	3 20
do via Paris, Ft. Worth or Temple	.....	3	26 55	.....	3 20
San Antonio.....Fla.	.....	2	30 35	.....	4 55
San Antonio.....Tex.	.....	3	26 65	.....	3 20
do via Paris and Milano	.....	3	26 65	.....	3 20
do via New Orleans	.....	..	26 65	.....	3 20
do via Smithville	.....	2	26 65	.....	3 20
do via Houston	.....	2	26 65	.....	3 20
do Kansas City	.....	3	*26 65	.....	3 20
San Bernardino.....Cal.	67 50	5	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
San Lernardino, via Kansas City.....Cal.	.....	6	57 50	47 50	8 10
do via Ogden and Lathrop (See Special Rate)	.....	6	57 50	47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
§ do via New Orleans	A67 50	..	B57 50	C47 50	8 10
Sanborn.....N. Dak.	.....	3	25 25	.....	3 05
do via Chicago	.....	3	25 25	.....	3 05

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
San Buenaventura . . . . . Cal.	67 50	6	57 50	47 50	8 10
do via El Paso	.....	7	57 50	47 50	8 10
§ do via Kansas City	.....	7	57 50	47 50	8 10
do via Ogden and Lathrop (See Rule 15)	.....	7	57 50	47 50	8 10
do via Ogden and San Francisco	.....	..	.....	.....	....
§ do via New Orleans	A67 50	..	B57 50	C47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
San Diego . . . . . Cal.	67 50	5	57 50	47 50	8 10
do via Ogden and Lathrop (See Rules 15 and 18) . .	.....	6	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
do via Kansas City	.....	6	57 50	47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
do via Billings or Ogden and Huntington or St. Paul...	.....	6	65 40	55 40	9 05
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
Sandoval . . . . . Ill.	.....	1	2 01	.....	25
Sandusky . . . . . Ohio	.....	1	12 90	.....	1 60
do via Chicago or Bloomington	.....	1	12 90	.....	1 60
Sandwich . . . . . Ill.	.....	1	7 50	.....	90
Sanford . . . . . Fla.	.....	2	29 90	.....	4 35
§Sanford, via Atlanta . . . . . N. C.	.....	2	24 95	21 95	3 75
do via Louisville or Cincinnati, C. & O., and Lynchburg or Charlottesville ..	.....	2	24 95	21 95	3 75
do via Louisv. or Cin., Harriman Jct., or Jellico.....	.....	2	24 95	21 95	3 75
do via Chattanooga and Southern Ry.	.....	2	24 95	21 95	3 75
do via Cin. or Col., N. & W. and Lynchburg	.....	2	24 95	21 95	3 75
do via Richmond or Petersburg and S. A. L.	.....	2	25 05	21 95	3 75
San Francisco (not via Atchison, Kan.) . . . . . Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10

§Continuous passage only.

A—For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
San Francisco, via Denver, Col. Springs or Pueblo and Albuquer. and Bakersfield..	67 50	6	57 50	47 50	8 10
do via Okla. City, Amarillo and Dalhart	.....	6	57 50	47 50	8 10
do via El Paso	.....	5	57 50	47 50	8 10
do via Kansas City	.....	5	57 50	47 50	8 10
do via Billings or Ogden and Huntington or St. Paul	.....	7	65 40	55 40	9 05
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
§ do via Vernon or Quanah or Dalhart	67 50	5	57 50	47 50	8 10
San Jose (See Rules 15 and 18).....Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq. and and Bakersfield	67 50	6	57 50	47 50	8 10
do via El Paso	.....	5	57 50	47 50	8 10
do via Kansas City	.....	5	57 50	47 50	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
San Luis Potosi, via Laredo .....Mex.	.....	6	44 90	40 40	....
do via New Orleans	.....	6	44 90	40 40	....
do via Torreon	.....	7	54 25	46 80	....
do via Kansas City	.....	6	44 90	40 40	....
do and return—Tourist	.....	9mo	62 10	.....	....
San Marcial.....N. M.	.....	4	37 80	36 05	4 55
San Marcos .....Tex.	.....	3	25 25	.....	3 05
do via Denison	.....	3	25 25	.....	3 05
San Mateo .....Fla.	.....	2	27 25	.....	4 10
San Miguel, via San Francisco .....Cal.	67 50	6	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via El Paso	.....	6	57 50	47 50	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
San Miguel de Allende, via Laredo .....Mex.	.....	6	48 00	42 45	....
do Tourist	.....	9mo	66 80	.....	....
Santa Ana, via El Paso....Mex.	.....	7	55 00	54 10	....
do via Kansas City	.....	8	55 00	54 10	....
do via New Orleans	.....	8	55 00	54 10	....

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C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Santa Barbara .....Cal.	67 50	6	57 50	47 50	8 10
do via Ogden and Lathrop (See Rules 15 and 18)....	.....	6	57 50	47 50	8 10
do via El Paso	.....	6	57 50	47 50	8 10
do via San Francisco and and Steamer	77 50	6	67 50	55 00	9 30
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.	67 50	6	57 50	47 50	8 10
Santa Clara, via San Francisco (See Rules 15 and 18) Cal.	67 50	6	57 50	47 50	8 10
do via El Paso	67 50	..	57 50	47 50	8 10
do via Kansas City	67 50	..	57 50	47 50	8 10
Santa Clara, via Havana and Rail ..... Cuba	*				
$8.40 more than Havana, via route of ticket.					
§Santa Cruz, via San Francisco (See Rules 15 and 18) Cal.	68 15	6	58 15	48 15	8 10
§ do via El Paso	.....	6	58 15	48 15	8 10
do via Kansas City	68 15	6	58 15	48 15	8 10
§ do via New Orleans	68 15	..	58 15	48 15	....
Santa Fe .....N. Mex.	.....	4	36 05	33 05	4 35
do via Burrton	.....	4	36 05	33 05	4 35
do via Kansas City or Denver	.....	4	36 05	33 05	4 35
Santa Rosa .....N. M.	.....	2	28 75	.....	3 45
Santa Rosalia, via El Paso. Mex.	.....	6	43 95	42 25	....
do via Burrton	.....	7	43 95	42 25	....
do via Kansas City and El Paso	.....	5	43 95	42 25	....
do via New Orleans and El Paso	.....	6	43 95	42 25	....
Santiago de Cuba, via Havana and Rail .....Cuba	*				
$24.05 more than Havana via route of ticket.					
Sapinero, via Pueblo or Denver .....Col.	.....	3	34 95	.....	4 20
Sapulpa .....I. T.	.....	1	13 15	.....	1 60
Saratoga .....Kan.	.....	1	15 15	.....	1 85
Saratoga, via Buff,. Susp Bridge or Sala .....N. Y.	.....	..	23 16	19 66	2 80

§Continuous passage only.

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C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Sardis, via Memphis.....Miss.	.....	1	10 70	.....	1 30
Sarno . . . .Fla.	.....	2	32 90	.....	4 95
Sauceda, via Eagle Pass...Mex.	.....	7	37 70	36 15	....
do via Kansas City	.....	7	37 70	36 15	....
Sauk Center . . . .Minn.	.....	2	19 51	.....	2 35
do via Peoria	.....	2	19 51	.....	2 35
do via Chicago	.....	1	19 51	.....	2 35
§Saulte ste. Marie . .....Mich.	.....	2	20 76	.....	2 50
§ do via Toledo or Detroit....	.....	2	20 76	.....	2 50
§ do via Chicago	.....	2	20 76	.....	2 50
§ do via Grand Rapids and Makinaw	.....	..	.....	.....	....
do via Chicago and L. M. & L. S. T. Co. (Meals and berth included)	.....	1	10 40	.....	1 25
§Savage, via Memphis . ...Miss.	.....	1	8 91	.....	1 20
Savana . . ..Ill.	.....	1	9 25	5 00	....
do via Boat	.....	..	.....	3 75	....
do via Boat, 3d class or deck	.....	2	23 35	.....	3 50
Savannah, via Nash. and Chatt. . . ..Ga.	.....	2	23 35	.....	3 50
do via Martin and Chatt. ...	.....	2	23 35	.....	3 50
do via Montgomery	.....	2	23 35	.....	3 50
do via Atlanta	.....	2	23 35	.....	3 50
do via Louisv. and Burgin...	.....	2	23 35	.....	3 50
do via Jellico and Harriman	.....	2	23 35	.....	3 50
do via Cincinnati	.....	2	23 35	.....	3 50
do via Memphis & Chatt. or Mem. and Birm.	.....	2	23 35	.....	3 50
do via Louisville and Montgomery	.....	2	23 35	.....	3 50
do via Cor. or Gd. Jct. and Chatt	.....	2	23 35	.....	3 50
do via Col., Miss., Holly Cpr. or Tup. and Birm.	.....	3	37 75	34 75	5 70
do via Washington	.....	1	8 90	.....	1 20
Savannah . . . .Mo.	.....	1	9 00	.....	1 10
Savona . . . .Ohio	.....	1	13 75	.....	1 70
Scandia . . . .Kan.	.....	1	7 80	.....	95
Scheli City . . . .Mo.	.....	..	22 50	19 00	2 70
Schenectady, via Buff., Susp. Bridge or Sala. .....N. Y.	.....	1	10 07	.....	1 25
Schoolcraft . . ..Mich.	.....	3	24 25	.....	2 90
Schulenburg . . . .Tex.	.....	3	24 25	.....	2 90
do via Houston	.....	..	24 25	.....	2 90
do via New Orleans	.....	1	13 75	.....	1 65
Schuyler . . . .Neb.	.....	1	18 65	.....	2 25
Scott City . . . .Kan.	.....				

§Continuous passage only.

•Tickets should be in the form of exchange orders on steamer lines from New Orleans, Mobile, Port Tampa or Miami, according to route used.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Scranton, via L. & N. R. R.	Miss.	..	18 00	.....	2 55
Scranton, via Pitts., Harris., or Lewiston Jct	Pa.	..	21 00	18 50	2 50
do via Buffalo Susp. Bridge or Sala	.....	..	21 00	18 50	2 50
do via Philadelphia (See Rules 11 and 29)	.....	..	21 00	18 50	2 50
Sealy	Tex.	2	23 65	.....	2 85
do via Paris or Ft. Worth..	.....	3	23 65	.....	2 85
do via Kansas City	.....	3	*23 65	.....	2 85
Searcy Springs	Ark.	Sell to Higginson.			
Seattle, via Ogden or Granger and Hunt. or St. Paul (See Rules 15 and 17)	Wash.	5	57 50	47 50	6 90
do via B. & M. and Billings.	67 50	5	57 50	47 50	6 90
do via Den. and Bill. (See Rules 15 and 17)	.....	5	57 50	47 5	6 90
do via Ogden and Sacra. (See Rules 15, 16, 17 and 18)	.....	7	57 50	47 50	8 10
do via Albuquerque and Bakersfield	.....	7	57 50	47 50	8 10
do via Chicago and St. Paul	.....	5	66 00	56 00	9 50
Sedalia	Mo.	1	5 65	.....	70
Sedan	Kan.	1	11 90	.....	1 45
Sedan	Iowa	1	7 26	.....	85
Sedgwick	Kan.	1	13 40	.....	1 60
do via Frisco system and Wichita	.....	1	13 40	.....	1 60
Seguin, via Houston	Tex.	3	25 90	.....	3 10
do via West Point and Flatonia	.....	3	25 90	.....	3 10
Seguin, via San Antonio....	Tex.	3	26 65	.....	3 10
do via New Orleans	.....	3	*25 90	.....	3 10
do via Kansas City	.....	3	25 90	.....	3 10
§Seligman	Mo.	1	9 43	.....	1 15
Selma, via Monotgomery...	Ala.	2	16 85	.....	2 70
do via M. & O. and Naplesville	.....	2	16 85	.....	2 70
do via Jackson, Miss	.....	2	16 85	.....	2 70
do via Mem. and Birmingham	Ala.	2	16 85	.....	2 70
do via Louisville and Montgomery	.....	2	19 10	.....	2 70
do via Louisville and Burgin	.....	2	19 10	.....	2 70
do via Cincinnati	.....	2	19 10	.....	2 70
do via Chattanooga	.....	2	22 85	.....	2 70
do via Meridian	.....	2	16 85	.....	....

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Senatobia, via Memphis...Miss.	.....	1	10 30	.....	1 25
Seneca .....Kan.	.....	1	10 45	.....	1 30
Seneca .....S. C.	.....	2	22 20	19 95	3 35
Severance, via Kansas City, Hiawatha or St. Joseph ..... Kan.	.....	1	9 25	.....	1 15
Savery .....Kan.	.....	1	11 80	.....	1 45
Seville .....Fla.	.....	2	27 75	.....	4 15
Seward .....Neb.	.....	1	13 65	.....	1 65
Seymour, via Moravia, Centreville or Gallatin . . .Iowa	.....	1	7 95	.....	1 00
Seymour .....Ind.	.....	1	7 70	.....	95
do via Indianapolis	.....	1	9 20	.....	1 10
do via Indianapolis	.....	1	* 7 70	.....	95
do via Terre Haute	.....	1	7 70	.....	95
Seymour .....Mo.	.....	1	8 23	.....	1 00
Shakopee . . . .Minn.	.....	2	16 00	.....	1 95
do via Chicago	.....	2	16 00	.....	1 95
Shamokin, via Ind. and Pittsburg . . . .Pa.	.....	..	20 55	17 55	2 50
do via Buff., Susp. Bridge or Sala. and Leh. Val.	.....	..	21 00	18 50	2 50
do via Erie and Corry or Sunbury	.....	..	20 55	17 55	2 50
Sharon . . . .Pa.	.....	..	15 15	13 40	1 85
Shawnee . . . .Ohio	.....	2	12 75	.....	1 65
§Shawnee . . . .O. T.	.....	2	15 45	.....	1 85
§ do via Brink., Wister, South McAlester or Holdenville.	.....	2	15 45	.....	1 85
§ do via Oklahoma City	.....	1	16 30	.....	2 00
Shawneetown ..... Ill.	.....	1	4 48	.....	55
do via Eldorado	.....	1	4 48	.....	55
Sheboygan . . . .Wis.	.....	1	11 61	.....	1 40
do via Chicago	.....	1	11 61	.....	1 40
Sheffield, via L. & N. R. R..Ala.	.....	1	11 35	.....	1 75
do via Corinth or Grand Junction	.....	1	11 35	.....	1 70
Shelbina . . . .Mo.	.....	1	4 45	.....	55
do via Macon	.....	1	5 90	.....	60
Shelby .....O.	.....	1	12 00	.....	1 45
do via Indianapolis and Springfield	.....	1	12 00	.....	1 45
do via Indianapolis and Columbus	.....	1	12 00	.....	1 45
do via Cincinnati	.....	..	12 00	.....	1 45
do via Chicago or Bloomington	.....	1	12 00	.....	1 45
§Shelbyville . . . .Ill.	.....	1	3 15	.....	45
§ do via Altamont	.....	1	3 15	.....	45

§Continuous passage only.

*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Shelbyville . . . . . Ind.	.....	1	7 70	.....	95
Shelbyville . . . . . Ky.	.....	1	8 93	.....	1 35
Shelbyville . . . . . Tenn.	.....	1	11 90	.....	1 80
do via Martin	.....	1	11 90	.....	1 80
§Sheldon . . . . . Iowa	.....	3	15 13	.....	1 85
§ do via Ottumwa and Mason City	.....	3	15 13	.....	1 85
§ do via McGregor or Pra. du Chien	.....	3	15 13	.....	1 85
§ do via Freeport	.....	3	15 13	.....	1 85
Shell Rock . . . . . Iowa	.....	1	11 50	.....	1 40
Shenandoah . . . . . Iowa	.....	1	10 83	.....	1 30
do via Burlington	.....	1	11 25	.....	1 30
do via St. Joseph	.....	1	10 83	.....	1 30
Shenandoah Junc., via Parkersburg (See Rule 11).W.Va.	.....	..	20 00	17 00	2 40
Shenaugo . . . . . Pa.	.....	1	15 50	13 75	1 90
Sherbrook . . . . . Que.	.....	2	24 50	21 00	1 90
Sheridan . . . . . Wyo.	.....	3	33 85	30 05	4 10
Sheridan Lake . . . . . Col.	.....	1	21 05	.....	2 55
Sherman . . . . . Tex.	.....	2	17 30	.....	2 10
do via Sapulpa	.....	2	17 30	.....	2 10
do via Hugo	.....	2	17 30	.....	2 10
§ do via Kansas City	.....	2	*17 30	.....	2 10
Shippensburg, via Ind., Pitts., and Har. . . . . Pa.	.....	..	20 00	17 00	2 45
do via Cin., Col., Cherry Run or Martinsburg	.....	..	20 00	17 00	2 45
§ do via Pitts. or Wheeling, B. & O. and Cherry Run..	.....	..	20 00	17 00	2 45
Shosbone, via Ogden or Granger (See Rule 15)..Idaho	52 25	5	44 35	39 35	5 35
Shreveport, via Texark. and K. C. So. . . . . La.	.....	2	16 71	.....	2 00
do via Marshall	.....	2	16 80	.....	2 00
do via Jackson, Miss., or Vicksburg	.....	2	16 71	.....	2 00
do via St. L. S. W.	.....	2	16 71	.....	2 00
do via Meridian, Miss.	.....	2	16 71	.....	2 00
do via Poteau	.....	2	16 71	.....	2 00
do Greenville	.....	3	17 75	.....	2 00
§Shubunta, via M. & O....Miss.	.....	1	16 70	.....	2 00
Sibley . . . . . Iowa	.....	1	15 15	.....	1 85
Sibley, via Stamps or Hope..La.	.....	2	16 60	.....	2 00
do via Jackson or Vicksburg	.....	2	16 60	.....	2 00
§ do via Shreveport	.....	2	16 60	.....	2 00
do via Meridian	.....	2	16 71	.....	2 00
§Sidell . . . . . Ill.	.....	1	5 22	.....	65

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Sidney .....Ohio.	.....	1	9 25	.....	1 35
do via Cincinnati	.....	1	9 25	.....	1 35
do via Indianapolis and Hamilton	.....	..	9 25	.....	1 35
do via Dayton or Piqua.....	.....	1	9 25	.....	1 35
Sidney .....Neb.	.....	2	23 00	.....	2 80
do via Brush and Sterling..	.....	2	23 00	.....	....
do via Alliance	.....	2	23 74	.....	....
Sierra Blanca .....Tex.	.....	3	35 05	.....	4 20
do via San Antonio.....	.....	3	35 05	.....	4 20
do via New Orleans.....	.....	3	35 05	.....	4 20
do via Kansas City	.....	3	*35 05	.....	4 20
Sigel .....Ill.	.....	1	3 43	.....	45
§ do via Mt. Pulaski	.....	1	3 43	.....	45
Sigourney .....Iowa.	.....	1	8 00	.....	1 00
§Sikeston .....Mo.	.....	1	4 98	.....	60
Silao, via Eagle Pass.....Mex.	.....	7	54 25	46 80	....
do via El Paso	.....	7	54 25	46 80	....
do via Burrton	.....	8	54 25	46 80	....
do via New Orleans	.....	7	54 25	46 80	....
Siloam Springs .....Ark.	.....	1	11 40	.....	1 35
do via Neosho	.....	1	11 40	.....	1 35
Silver Bow, via Billings or Ogden or Granger or St. Paul (See Rule 15).....Mont.	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....	4	48 50	43 50	5 85
Silver City .....N. M.	.....	4	39 70	.....	4 80
do via Burrton or Kan. City and La Junta	.....	4	39 70	.....	4 80
Spring Spring .....Fla.	.....	2	28 25	.....	4 25
Silverton .....Col.	.....	3	45 40	.....	5 45
do via Denver	.....	3	45 50	.....	5 45
Sioux City .....Iowa.	.....	1	14 16	.....	1 70
do via Kansas City or Dubuque	.....	1	14 16	.....	1 70
§ do via Freeport	.....	1	14 16	.....	1 70
§Sioux Falls, via Freeport .....S. Dak.	.....	2	16 85	.....	2 05
§ do via Ottumwa and Mason City	.....	2	16 85	.....	2 05
§ do via Burlington	.....	2	16 85	.....	2 05
Sioux Rapids .....Iowa.	.....	1	14 38	.....	1 70
Sir John's Run, via Parkersburg (See Rule 11) W.Va.	.....	..	20 00	17 00	2 40
§Slater .....Iowa.	.....	1	10 63	.....	1 30
*Sleepy Eye .....Minn.	.....	2	16 40	.....	2 00
§ do via Chicago or Peoria....	.....	2	16 40	.....	2 00
§Smarts, via Nashville....Tenn.	.....	..	13 00	.....	1 95
Smithville, via Ev., Nashv. and Chatt. .....Ga.	.....	2	21 25	.....	3 10

§Continuous passage only.

*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Smithville, via Montgomery	.....	2	21 25	.....	3 10
do via Cincinnati	.....	2	21 25	.....	3 10
do via Louisv. and Burgin..	.....	2	21 25	.....	3 10
do via Louisville and Montgomery	.....	2	21 25	.....	4 00
do via Mem. or Gd. Jct. and Chatt.	.....	2	21 25	.....	4 00
do via Cor. and Chatt.....	.....	2	21 25	.....	4 00
do via Tupelo, Holly Springs and Birmingham	.....	2	21 25	.....	4 00
Snyder .....O. T.	.....	1	20 05	.....	....
do via Frisco System and Beaumont	.....	..	20 05	.....	....
§ do via Monett or Okla. City	.....	..	20 05	.....	....
Socorro .....N. M.	.....	3	37 80	36 05	4 55
Soda Springs (See Rule 15).Ida.	.....	4	40 00	35 00	4 80
Solomon .....Kan.	.....	1	12 65	.....	1 55
Somerset, via Cincinnati....Ky.	.....	1	11 95	.....	1 80
do via Louisivlle and Burgin	.....	1	11 95	.....	1 80
do via Louisville and Lexington	.....	1	11 95	.....	1 80
Somerville .....Tex.	.....	2	22 75	.....	2 75
do via Ft. Worth	.....	2	22 75	.....	2 75
do via Kansas City.....	.....	2	*22 75	.....	2 75
Somonauk .....Ill.	.....	1	7 50	.....	90
South Bend .....Ind.	.....	1	9 00	.....	1 10
do via Chicago (not via M. C.)	.....	1	9 00	.....	1 10
do via Anderson	.....	1	9 30	.....	1 10
South Boston, via Louis. or Cin., Burgin, Harriman and Paint Rock .....Va.	.....	2	22 95	.....	3 45
do via Cin., Col. or Chilli. and N. & W.	.....	2	22 95	.....	3 45
do via Louis. or Cin., C. and O. and Lynchburg	.....	2	22 95	.....	3 45
do via Cincinnati, Jellico and Lynchburg	.....	2	22 95	.....	3 45
§South Chicago (via Illinois Central) .....Ill.	.....	1	7 55	.....	95
§ do via Chicago	.....	1	7 55	.....	95
South Columbus .....Ky.	.....	1	5 54	.....	70
South Framingham, via Albany, Troy or Rotterdam Junction .....Mass.	.....	..	25 00	21 50	3 00
§South Greenfield, via Springfield .....Mo.	.....	1	8 04	.....	1 00
do via Aurora	.....	1	8 57	.....	1 05
§South Haven .....Kan.	.....	1	14 10	.....	1 65

*Basing rate only. §Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§South Haven, via Frisco Sys. and Ark. City	.....	1	14 10	.....	1 65
South Haven .....Mich.	.....	1	11 06	.....	1 35
South Lake Wier .....Fla.	.....	2	29 45	.....	4 40
South McAlester .....I. T.	.....	1	14 60	.....	1 75
do via Kansas City.....	.....	1	14 60	.....	1 75
do via Wister or Brinkley..	.....	1	14 60	.....	1 75
South Milford .....Ind.	.....	1	10 19	.....	1 25
South Norwalk, via Albany and State Line .....Conn.	.....	..	24 35	20 85	2 95
do via New York.....Add 85 cents to N. Y. rate, all classes.					
South Pittsburg ..... Tenn.	.....	1	13 85	.....	....
South Superior .....Wis.	See Superior.				
South Whitley.....Ind.	.....	1	9 60	.....	1 20
do via Chicago	.....	1	9 60	.....	1 20
Southern Pines, via Cincinnati or Louisville, C. & O. and Richmond .....N. C.	.....	2	24 95	21 95	3 75
do via Louisv. or Cin. and Jellico or Harriman Junc. and Paint Rock.....	.....	2	24 95	21 95	3 75
do via Atlanta	.....	2	24 95	21 95	3 75
do via Cin., Col. or Chilli. N. & W. and Petersb.....	.....	2	24 95	21 95	3 75
do via Corinth	.....	2	24 95	21 95	3 75
§Southwest City .....Mo.	.....	1	11 09	.....	1 35
§Spadra, via Little Rock..Ark.	.....	2	13 50	.....	1 65
Sparta .....Ill.	.....	1	1 87	.....	25
do via Nashville, Ill. or Coulterville	.....	1	1 87	.....	25
Sparta .....Mo.	.....	1	8 25	.....	1 00
§Sparta .....Wis.	.....	1	13 27	.....	1 60
§ do via Chicago	.....	1	13 27	.....	1 60
Sparta .....Tenn.	.....	1	13 95	.....	1 70
§ do via Martin	.....	1	13 95	.....	1 70
Spartanburg, via Lou. and Jellico or Harriman....S. C.	.....	2	22 20	19 95	3 40
do via Atlanta	.....	2	22 20	19 95	3 40
do via Chattanooga	.....	2	22 20	19 95	3 40
do via Cin. and Jellico or Harriman	.....	2	22 20	19 95	3 40
do via Cincinnati, Chatt. and Atlanta	.....	2	22 20	19 95	3 40
do via Mem. or Gd. Jct. and Corinth	.....	2	22 20	19 95	3 40
do via Martin or U. City and Chatt.	.....	2	22 20	19 95	3 40

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Spencer, via Ogden or Granger (See Rule 15).....Idaho	.....	4	40 00	35 00	4 80
Spencer .....Iowa	.....	2	14 38	.....	1 75
do via Albia and Mason City	.....	3	14 38	.....	1 75
do via McGregor or Pra. du Chien	.....	3	14 38	.....	1 75
§Spirit Lake .....Iowa	.....	1	15 02	.....	1 80
Spokane, via Billings or Ogden or Granger or St. Paul (See Rule 15).....Wash.	62 50	5	50 00	42 50	6 00
do via Den. and Billings (See Rules 15 and 17).....	62 50	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	58 50	51 00	7 05
Sprague, via Billings or St. Paul .....Wash.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	59 75	51 95	7 20
Spring City, via Cincin...Tenn.	.....	1	14 50	.....	2 20
do via Louisville and Burgin	.....	1	14 50	.....	2 20
do via Louisv. and Lexington	.....	1	14 50	.....	2 20
Spring Lake and return.....Ill.	.....	30	6 00	.....	....
Springfield .....Ill.	.....	1	2 95	.....	40
do via Chapin	.....	1	2 95	.....	40
Springfield .....O.	.....	1	9 65	.....	1 20
do via Cincinnati	.....	..	9 65	.....	1 20
do via Louisville	.....	1	13 85	.....	1 20
do via Bloomington	.....	..	9 65	.....	1 20
Springfield, via Alb., Troy or Rott Junction .....Mass.	.....	..	23 50	20 00	2 85
do via N. Y. and rail.....Add $2.75 to N. Y. rate.					..
Springfield .....Mo.	.....	1	7 20	.....	90
do via Clinton	.....	1	7 70	.....	1 95
do via Kansas City or Lamar	.....	1	11 40	.....	1 40
§Spring Valley .....Minn.	.....	1	13 37	.....	1 60
§ do via Chicago	.....	1	13 37	.....	1 60
Stafford .....Kan.	.....	1	15 25	.....	1 85
Stamps .....Ark.	.....	1	14 80	.....	1 80
Stanberry .....Mo.	.....	1	8 75	.....	1 10
Stanford, via Louisville.....Ky.	.....	1	11 05	.....	1 35
do via Cincinnati	.....	..	11 05	.....	1 35
Starke .....Fla.	.....	2	26 60	.....	4 00
Starkville, via M. & O.....Miss.	.....	1	13 15	.....	1 60
§ do via Durant	.....	1	13 80	.....	1 60
§State Centre .....Iowa	.....	1	10 04	.....	1 25
State Line, via M. & O....Miss.	.....	1	16 85	.....	2 05

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Statesville, Chattanooga ...N. C.	.....	2	22 95	19 95	3 45
do via Cin. and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Louisville and Jellico or Harriman	.....	2	22 95	19 95	3 45
do via Mem., Corinth or Gd. Jct.	.....	2	22 95	19 98	3 45
do via Mar. or Union City and Chattanooga	.....	2	22 95	19 95	3 45
Stanton, via Cin. and C. & O. Ry. .....Va.	.....	2	20 25	17 00	2 45
do via Harper's Ferry	.....	2	20 25	17 00	2 45
do via Louisville and C. & O.	.....	2	20 25	17 00	2 45
do via Washington	.....	2	24 80	21 55	2 45
Stephensburg .....Ky.	.....	1	9 28	.....	1 40
do via Ill. Cent. and Cairo or Paducah	.....	1	9 28	.....	1 15
Stephenson, via Cin. or Columbus ..... Va.	.....	..	20 25	17 00	....
Stepenville, via Ft. Worth..Tex.	.....	2	21 70	.....	2 60
Sterling .....Ill.	.....	1	7 55	.....	95
Sterling .....Neb.	.....	1	11 84	.....	1 45
Sterling .....Kan.	.....	1	14 15	.....	1 70
do via Burrton	.....	1	14 15	.....	....
Sterling .....Colo.	.....	2	23 00	.....	2 80
do via Brush	.....	..	23 00	.....	....
do via Alliance	.....	..	25 24	.....	....
Sterling .....Ohio	.....	1	13 36	.....	1 00
do via Chicago	.....	1	13 35	.....	1 60
Stevens Point .....Wis.	.....	1	14 55	.....	1 75
do via Chicago	.....	1	14 55	.....	1 75
Steubenville .....O.	.....	1	14 25	13 00	1 75
§ do via Toledo	.....	1	14 25	13 00	1 75
do via Chicago	.....	1	14 25	13 00	1 75
Stevenson, via Nashville...Ala..	.....	2	13 40	.....	2 00
do via Corinth or Grand Jct.	.....	2	13 40	.....	2 00
do via Louisville	.....	1	14 50	.....	2 00
do via Memphis	.....	1	13 40	.....	2 00
§ do via Martin or Union City.	.....	2	13 40	.....	2 00
Stillwater .....Minn.	.....	3	16 56	.....	2 00
do via Chicago	.....	2	16 56	.....	2 00
Stockton .....Cal.	67 50	5	57 50	47 50	8 10
§ do via El Paso	67 50	..	57 50	47 50	....
do via Barstow and Los Angeles	67 50	5	57 50	.....	8 10
Stockton .....Cal. via Billings or Ogden and Huntington or St. Paul..	.....	7	65 40	55 40	9 05

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Stockton, via Denver, Colo. Spgs. or Pueblo and Albany and Bakersfield	67 50	5	57 50	47 50	8 10
do via New Orleans	a67 50	6	b57 50	c47 50	8 10
Stockton ..... Kan.	.....	1	16 00	.....	1 95
Stonington, via N. Y. and Rail.. ..... Conn.	Add $3.12 to N. Y. rate.				
via N. Y. and Stonington Line: Nov. 1 to April 30 (See Rule 27)	Add $1.50 limited to N. Y. rate.				
May 1 to Oct. 31: (See Rule 27)	Add $1.75 to N. Y. rate.				
§Storm Lake ..... Iowa	.....	2	13 52	.....	1 65
§ do via Burlington	.....	2	13 52	.....	1 65
§ do via Freeport	.....	2	13 52	.....	1 65
Story City ..... Iowa	.....	1	11 00	.....	1 35
Stratford ..... Ont.	.....	2	16 51	.....	2 00
do via Chicago	.....	2	16 51	.....	2 00
Strathcona ..... Alberta					
via St. Paul	.....	5	62 40	58 20	7 50
Streator ..... Ill.	.....	1	7 50	.....	70
do via Burlington Route and Zoma	.....	1	7 50	.....	70
do via Dwight or Forest	.....	1	7 50	.....	70
Strong City (Cottonwood).. Kan.	.....	1	11 45	.....	1 40
Stroud ..... O. T.	.....	1	14 37	.....	1 75
Sturgis ..... Mich.	.....	1	10 15	.....	1 25
Sturgis, via Chicago..... Mich.	.....	1	10 15	.....	1 25
do via Ft. Wayne	.....	1	10 15	.....	1 25
Stuttgart ..... Ark.	.....	1	10 55	.....	1 30
§Sullivan ..... Ill.	.....	1	3 57	.....	45
§ do via Mount Pulaski	.....	1	3 57	.....	45
do via Wabash R. R.	.....	1	4 15	.....	50
Sullivan, via Vincennes..... Ind.	.....	1	5 20	.....	65
do via Terre Haute	.....	1	5 23	.....	65
do via Effingham	.....	1	5 20	.....	65
Sulphur Springs, via Texarkana ..... Tex.	.....	2	17 30	.....	2 15
do via Greenville	.....	2	17 75	.....	2 15
do via Paris and Wolfe City or Commerce	.....	2	17 30	.....	2 15
Sulphur Springs ..... Ark.	.....	1	10 50	.....	1 30
do via Neosho	.....	1	10 50	.....	1 30

§Continuous passage only.

A. For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B. For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C. For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Sulphur, via Sapulpa and Sculin ....I. T.	.....	2	17 50	.....	2 10
do and return	.....	90	23 30	.....	....
Summertown .....Tenn.	.....	2	11 35	.....	1 70
§Summit .....Miss.	.....	1	17 80	.....	2 15
Sumterville .....Fla.	.....	2	29 40	.....	4 40
Sumter .....S. C.	.....	3	24 20	23 30	3 70
Sunbury .....Pa.	.....	..	20 00	17 00	2 40
do via Ind., Lock Haven, Lewiston or Harrisburg..	.....	..	20 00	17 00	2 40
do via Erie or Corry	.....	..	20 00	17 00	2 40
Sundance .....Wyo.	.....	3	35 80	.....	4 30
Superior .....Neb.	.....	1	14 34	.....	1 75
Superior .....Wis.	.....	2	19 75	.....	2 40
do via Peoria or Chicago....	.....	2	19 75	.....	2 40
Suspension Bridge .....N. Y.	.....	..	18 25	16 00	2 20
do via Buffalo	.....	..	18 25	16 00	2 20
do via Columbus and Cleveland	.....	..	18 25	16 00	2 20
do via Cin. and Cleveland...	.....	..	18 25	16 00	2 20
do via Chicago	.....	..	18 25	16 00	2 20
do via Akron	.....	..	18 25	16 00	2 20
Susquehanna, via Buff., Susp. Bridge or Sala.....Pa.	.....	..	21 00	18 70	2 50
Sutherland .....Fla.	.....	7	31 50	.....	4 75
do via rail	.....	..	33 60	.....	5 05
Sutton .....Neb.	.....	1	14 55	.....	1 75
§Sutton, via Parkersburg.W. Va.	.....	1	18 75	17 00	2 25
Sweetwater, via Ft. Worth..Tex.	.....	3	25 45	.....	3 05
do via Kansas City.....	.....	3	*25 45	.....	3 05
§Switz City, via Vincennes..Ind.	.....	1	5 82	.....	70
§ do via Mt. Pulaski	.....	1	5 82	.....	70
§ do via Terre Haute.....	.....	1	5 82	.....	70
§ do via Effingham	.....	1	5 82	.....	70
Syracuse .....Kan.	.....	1	20 70	.....	2 50
Syracuse, via Buffalo or Susp. Bridge .....N. Y.	.....	..	20 50	18 98	2 50
Table Rock .....Neb.	.....	1	11 02	.....	1 35
Tacoma, via Ogden or Granger and Hunt., or St. P. (See Rules 15, 16 and 17) ..... Wash.	.....	5	57 50	47 50	6 90
do via Billings	67 50	5	57 50	47 50	6 90
do via Denver and Billings (See Rules 15, 17 and 18)	67 50	5	57 50	47 50	6 90
do via Chicago and St. Paul.	79 00	5	66 00	56 00	9 50
do via Ogden and Sacra. (See Rules 15. 17 and 18).....	.....	7	57 50	47 50	8 10
do via Albuquerque and Bakersfield	.....	7	57 50	47 50	8 10

§Continuous passage only.

*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 lbs. See Cover
Tahlequah, via Frisco System and Fayetteville .....I. T.	.....	..	12 50	.....	....
Talihina .....I. T.	.....	1	14 55	.....	1 75
Talladega, via L. & N. R. R..Ala.	.....	2	16 34	.....	2 45
do via Louisville and Calera.	.....	2	22 15	.....	2 45
do via Grand Jc., Dec. and Birm.	.....	2	16 34	.....	2 45
do via Tup., Holly Spgs. or Cols., Miss. & Birm.....	.....	2	16 34	.....	2 45
Tallahassee, via River Jct..Fla.	.....	2	23 95	.....	3 60
do via Montgomery and River Jc.	.....	2	23 95	.....	3 60
do via Louisville, Montgomery and River Jc.....	.....	2	23 95	.....	3 60
do via Cincinnati and River Jct.	.....	2	23 95	.....	3 60
do via Mobile and River Jct.	.....	2	23 95	.....	3 60
do via Mem., Birm. and River Jct.	.....	2	23 95	.....	3 60
§Tallahassee .....Fla. via Chatt., Birmingham and Cuthbert or Arlington	.....	2	23 95	.....	3 60
§ do via Montgomery and Bainbridge or Cuthbert	.....	2	23 95	.....	3 60
Tallapoosa, via Grand Junction and Dec. .....Ga.	.....	2	17 55	.....	2 15
do via Birmingham	.....	2	17 55	.....	2 15
do via Nash and Chattanooga	.....	2	17 55	.....	2 15
do via Tupelo or Holly Spgs.	.....	2	17 55	.....	2 15
do via Columbia.....Miss.	.....	2	17 55	.....	2 15
Talmage .....Neb.	.....	2	11 45	.....	1 40
Tama, via Cedar Rapids.....Ia.	.....	1	9 85	.....	1 25
Tamaroa .....Ill.	.....	1	2 39	.....	30
do via Ill. Cent.....	.....	1	2 39	.....	30
Tampa .....Fla.	.....	2	31 55	.....	4 75
Tampico, via Monterey (not via Mex. Cent.) .....Mex.	.....	8	47 50	42 20	....
Tara .....Iowa	.....	2	12 30	.....	1 50
Tarkio, via St. Joseph.....Mo.	.....	1	10 46	.....	1 30
Tarpon Springs .....Fla.	.....	2	31 30	.....	4 70
Taunton, via Alb., Troy or Rott. Junc. .....Mass.	.....	..	25 50	22 00	3 10
do via Boston.....	Add 85c to Boston rate, via route of ticket.				
do via N. Y. and Fall River Line: Nov. 1 to April 30. (See Rule 27).....Add to N. Y. rates $2.35 limited.					
May 1 to Oct. 31. (See Rule 27)..... Add to N. Y. rates $3.35.					
Tavares .....Fla.	.....	2	29 55	.....	4 45

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Taylor, via Hope or Stamps.Ark.	.....	..	15 35	.....	1 90
Taylor .....Tex.	.....	2	23 40	.....	2 85
do via Paris, Ft. Worth and Milano	.....	3	23 40	.....	2 85
do via Denison	.....	2	23 40	.....	2 85
do via Kansas City	.....	2	*23 40	.....	2 85
Taylorville .....Ill.	.....	1	2 70	.....	35
do via B. & O. S. W.....	.....	1	3 05	.....	35
§Tchula, via Memphis, Granada or Durant .....Miss.	.....	1	13 80	.....	1 70
Tecumseh .....Neb.	.....	1	11 46	.....	1 40
Tecumseh, via Brinkley, Wister or Holdenville...O. T.	.....	1	16 30	.....	2 00
Tell City, via Evansville....Ind.	.....	1	6 65	.....	80
do via Huntingburg	.....	1	6 54	.....	80
Telluride, via Montrose.....Col.	.....	3	41 40	39 20	5 00
Tempe .....Ariz.	.....	5	54 70	49 10	6 50
Temple .....Tex.	.....	2	22 35	.....	2 75
do via Paris or Ft. Worth...	.....	3	22 35	.....	2 75
do via Kansas City.....	.....	2	*22 35	.....	2 75
Tenino, via Billings, or Ogden or Granger and Hunt. or St. Paul (See Rule 15).Wash.	.....	5	57 50	47 50	6 90
do via Chicago and St. Paul.	79 00	5	66 00	56 00	9 50
do via Ogden and Sacramento. (See Rule 15.)	.....	5	57 50	47 50	8 10
do via Albuquerque and Bakersfield	.....	7	57 50	47 50	8 10
§Tennessee City, via Martin or Union City .....Tenn.	.....	1	9 25	.....	1 40
Terre Haute .....Ind.	.....	1	5 23	.....	65
do via Vincennes	.....	1	5 23	.....	65
do via Princeton or Oakland.	.....	1	5 93	.....	65
Terrell .....Tex.	.....	2	18 70	.....	2 25
do via Mineola or Paris....	.....	2	18 70	.....	2 25
Texarkana .....Ark.	.....	1	14 80	.....	1 80
do via Potem	.....	1	14 80	.....	1 80
do via Bells	.....	1	19 75	.....	2 40
do via Paris	.....	2	19 75	.....	2 40
Texas City, via Houston....Tex.	.....	2	24 90	.....	3 00
Thayer .....Kan.	.....	1	10 65	.....	1 30
do via Cherryvale	.....	1	10 65	.....	1 30
§Thayer (Augusta), via Cape Girardeau and Hoxie..Mo.	.....	1	8 63	.....	1 05
do via Springfield	.....	1	10 15	.....	1 25
Thebes .....Ill.	.....	..	4 00	.....	50
§ do via Cape Girardeau	.....	1	4 51	.....	55
The Dalles (See Dalles)....Ore.	....	..	.....	.....	....
The Needles, via Albuq. and S. F. Pac. .....Cal.	67 50	5	57 50	47 50	8 10

§Continuous passage only.

*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Thomasville, via Ev., Nash. and Chatt. ....Ga.	.....	2	23 20	.....	3 10
do via Montgomery	.....	2	23 20	.....	3 10
do via Louisville and Montgomery	.....	2	23 20	.....	3 10
do via Louisville and Burgin	.....	2	23 20	.....	3 10
Thomasville .....Ga. via Louisv., Nashv. & Atl.	.....	2	23 20	.....	3 10
do via Holly Springs and Birmingham	.....	2	23 20	.....	3 10
do via Tupelo and Birmingham	.....	2	23 20	.....	3 10
do via Corinth and Chatt....	.....	2	23 20	.....	3 10
do via Mem., Grand Jct. and Chatt.	.....	2	23 20	.....	3 10
do via Cincinnati	.....	2	23 20	.....	3 10
do via Mobile	.....	2	23 20	.....	3 10
do via River Junction.....	.....	2	23 25	.....	3 10
Thomson .....Minn.	.....	3	19 98	.....	2 40
do via Chicago	.....	3	19 98	.....	2 40
Thompson Falls, via Billings or St. Paul.....Mont.	.....	4	45 30	39 55	5 45
do via Chicago and St. Paul	.....	4	53 80	48 05	6 50
Three Rivers .....Mich.	.....	1	10 07	.....	1 25
Tiffin .....Ohio	.....	1	12 00	.....	1 45
do via Chicago or Bloomington	.....	1	12 00	.....	1 45
do via Indianapolis and Bellefontaine	.....	1	12 00	.....	1 45
do via Indianapolis and Springfied	.....	1	12 00	.....	1 45
do via Indianapolis and Urbana	.....	1	12 00	.....	1 45
do via Cincinnati	.....	..	12 00	.....	1 45
Tifton, via Atlantic and Macon .....Ga.	.....	2	23 00	.....	3 45
do via Birmingham and Montgomery	.....	2	23 00	.....	3 45
Tipton .....Iowa	.....	1	8 37	.....	1 10
Tipton .....Mo.	.....	1	4 90	.....	60
Tipton, via Indianap. or Frankfort and L. E. & W....Ind.	.....	1	8 05	.....	1 00
do via Bloomington	.....	1	8 05	.....	1 00
do via Lafayette	.....	1	8 05	.....	1 00
§Tishomingo, via Brinkley, Wister or Randolph.....I. T.	.....	2	17 00	.....	2 05
Titusville .....Pa.	.....	1	17 19	15 44	2 10
do via Dayton or Urbana....	.....	1	17 19	15 44	2 10
do via Pittsburg and Oil City	.....	1	17 19	15 44	2 10

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Titusville ..... Fla.	.....	2	29 90	.....	4 50
Tobias ..... Neb.	.....	1	13 51	.....	1 65
Toledo ..... Ohio	.....	1	12 00	.....	1 45
do via Piqua or Dayton.....	.....	1	12 00	.....	1 45
§ do via Bellefontaine and Big Four	.....	1	12 00	.....	1 45
do via Indianapolis	.....	1	12 00	.....	1 45
do via Bloomington	.....	1	12 00	.....	1 45
do via Chicago	.....	1	12 00	.....	1 45
Tolono ..... Ill.	.....	1	4 68	.....	60
§ do via Ashley or Effingham.	.....	1	4 68	.....	60
Toluca ..... Mont.	.....	4	33 85	30 05	....
Tomah ..... Wis.	.....	1	14 37	.....	1 75
do via Chicago	.....	1	14 37	.....	1 75
Tomhicken, via Pittsburg and Lock Haven or Lewiston Jct. or Harrisburg....Pa.	.....	..	21 00	18 33	2 55
do via Buffalo and Lehigh Valley	.....	..	21 00	18 33	2 55
§Tonica ..... Ill.	.....	1	6 02	.....	75
Topeka ..... Kan.	.....	..	9 50	.....	1 15
Toronto ..... Ont.	.....	2	19 60	16 00	2 35
do via Buffalo	.....	2	19 60	16 00	2 35
Toronto ..... Kan.	.....	1	11 15	.....	1 35
§Torreon, via Eagle Pass..Mex.	.....	7	43 95	42 25	....
§ do via Kansas City	.....	7	43 95	42 25	....
§ do via El Paso	.....	7	43 95	42 25	....
§ do via New Orleans	.....	7	43 95	42 25	....
do and return	.....	9 mo.	61 80	.....	....
Tower City ..... N. Dak.	.....	2	24 55	.....	2 95
do via Chicago	.....	2	24 55	.....	2 95
Towner ..... Col.	.....	1	20 60	.....	2 50
Towner ..... N. Dak.	.....	3	30 22	26 00	3 65
do via Chicago	.....	3	30 22	26 00	3 65
Townsend, via Billings or St. Paul ..... Mont.	.....	4	40 00	35 00	4 80
do via Chicago and St. Paul	.....	4	48 50	43 50	4 85
Toyah ..... Tex.	.....	3	32 00	.....	3 85
do via Ft. Worth	.....	3	32 00	.....	3 85
do via Kansas City	.....	3	*32 00	.....	3 85
§Tracy ..... Minn.	.....	2	17 10	.....	2 05
§ do via Peoria	.....	2	17 10	.....	2 05
§ do via Chicago	.....	2	17 10	.....	2 05
Trail, via Ogden or Granger or Bill., or St. Paul....B. C.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	5	58 50	51 00	7 05
do via Traver	.....	2	10 60	.....	....
§Traverse City ..... Mich.	.....	2	15 52	.....	1 90
§ do via Fort Wayne	.....	1	15 52	.....	1 90
§ do via Anderson and Benton Harbor	.....	2	15 52	.....	1 90
§ do via Chicago	.....	2	15 52	.....	1 90

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Trempealeau .....Wis.	.....	1	14 21	.....	1 75
do via Chicago	.....	1	14 21	.....	1 75
do via Boat	.....	1	14 25	7 50	....
do via Boat.....	3rd class or deck			5 50	....
Trenton .....Ky.	.....	1	8 29	.....	1 25
Trenton .....Mo.	.....	1	7 95	.....	85
Trenton, via M. & O.....Tenn.	.....	1	7 22	.....	90
Trenton, via Pittsburg and Penn. R. R. .....N. J.	.....	..	21 80	19 30	2 65
do via B. & O. S. W. and B. & O. (See Rules 11 and 29)	.....	..	21 00	19 00	2 65
do via Cincin. or Louis. and C. & O.	.....	..	21 00	19 00	2 65
do via Buffalo, Bethlehem and P. & R.	.....	..	21 00	19 00	2 65
§ do via Pittsburg or Wheeling and B. & O.....	.....	..	21 00	19 00	2 65
§Tres Palacion .....Tex.	.....	3	26 55	.....	3 20
Trevino, via Eagle Pass...Mex.	.....	4	37 00	35 45	....
do via Kansas City	.....	4	37 00	35 45	....
Trilby .....Kan.	.....	1	9 60	.....	1 15
Trinidad, via Kansas City or Burrton and La Junta.Col.	.....	2	27 35	.....	3 30
do via Pueblo	.....	2	27 35	.....	3 30
do via Denver	.....	2	27 35	.....	3 30
do via Amesville	.....	..	27 35	.....	....
§ do via Quanah or Vernon...	.....	2	27 35	.....	3 30
Trinity .....Tex.	.....	2	21 90	.....	2 65
Trinway .....Ohio.	.....	1	12 65	.....	1 55
do via Louisville	.....	1	16 65	.....	1 55
do via Chicago	.....	1	12 65	.....	1 55
Troupe .....Tex.	.....	2	18 60	.....	2 25
do via Mineola	.....	2	18 70	.....	2 25
Trout Lake, via Montrose...Col.	.....	3	41 65	39 45	5 00
Troy .....Ala.	.....	2	18 41	.....	2 50
do via Montgomery	.....	2	18 41	.....	2 50
do via Cincinnati or Louisville	.....	2	21 60	.....	2 50
Troy .....Mo.	.....	1	1 85	.....	25
Troy .....Tenn.	.....	1	6 63	.....	80
Troy .....N. Y.	.....	..	22 50	19 00	2 70
Troy .....O.	.....	1	9 00	.....	1 10
do via Dayton	.....	1	9 00	.....	1 10
Troy .....Man.	.....	1	8 98	.....	1 10
Truckee .....Cal.	67 50	5	57 50	47 50	8 10
Truxillo, via H. O. & U. F. Co. S. S. (See Rule 32)..... .....Sp. Hon.	.....	..	48 50	.....	2 70
Tucson, via El Paso.....Ariz.	.....	5	48 80	47 50	5 85
do via La Junta and Deming	.....	5	48 80	47 50	5 85
§ do via Kansas City	.....	5	48 80	47 50	5 85

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Tucson, via New Orleans	.....	5	48 80	47 50	5 85
do and return	.....	9 mo.	77 00	.....	....
Tucumcari .....N. M.	.....	2	26 35	.....	3 20
Tulare (See Rules 15 and 18) ..... Cal.	67 50	5	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	5	57 50	.....	8 10
do via Denver, Col. Spgs. or Pueblo and Albuq.....	.....	6	57 50	47 50	8 10
do via Ogden and San Francisco	.....	..	.....	.....	8 10
§ do via El Paso.....	A67 50	..	B57 50	C47 50	....
§ do via New Orleans	A67 50	6	B57 50	C47 50	8 10
Tullahoma .....Tenn.	.....	1	12 10	.....	1 80
do via Louisville	.....	1	14 50	.....	1 80
do via Martin or Union City and Nash	.....	1	12 10	.....	1 80
Tulsa .....I. T.	.....	1	12 75	.....	1 55
§Tunica, via Memphis ....Miss.	.....	1	10 85	.....	1 25
§Tupelo, via M. & O. or Frisco System .....Miss.	.....	1	11 40	.....	1 40
do via Memphis and Frisco System	.....	1	11 40	.....	1 40
do via Holly Springs	.....	1	11 40	.....	1 40
Turon .....Kan.	.....	1	15 00	.....	1 80
§ do via Medora	.....	1	15 00	.....	1 80
Tuscaloosa, via Grand Junction ..... Ala.	.....	2	15 10	.....	1 85
do via Birmingham	.....	2	15 10	.....	1 85
do via Louisville	.....	2	21 35	.....	3 20
do via Memphis or Holly Spgs. and Birm.	.....	2	15 10	.....	1 85
do via M. & O.....	.....	2	15 10	.....	1 85
§ do via Louisville or Cincinnati and Chatt.	.....	2	18 60	.....	2 25
§Tuscola .....Ill.	.....	1	4 26	.....	55
§ do via Effingham	.....	1	4 26	.....	55
§ do via Decatur	.....	1	4 26	.....	55
§ do via Ashley	.....	1	4 26	.....	55
Tuscumbia, via Corinth or Gd. Jct. .....Ala.	.....	..	11 35	.....	1 70
do via Memphis	.....	1	11 35	.....	1 70
do via Nashville & Florence	.....	2	11 35	.....	1 70

§Continuous passage only.

A—For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B—For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C—For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Tuskegee .....Ala.	.....	2	18 50	.....	2 80
Tyler .....Tex.	.....	2	18 65	.....	2 25
do via Mineola	.....	2	18 70	.....	2 25
Tyronne, via Pittsburg.....Pa.	.....	..	19 70	17 00	2 40
Uhrichsville .....Ohio	.....	1	13 85	.....	1 70
do via Chicago	.....	1	13 85	.....	1 70
Ulm .....Ark.	.....	1	10 33	.....	1 25
§Ulmer (Carnavon) .....Iowa	.....	1	12 84	.....	1 50
§ do via Freeport	.....	1	12 84	.....	1 50
Ulysses .....Neb.	.....	2	13 83	.....	1 70
Umatila .....Fla.	.....	2	29 65	.....	4 45
Umatila, via Billings or Granger or St. Paul (See Rule 15) ..... Ore.	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul.	.....	5	62 50	55 00	7 00
§Union .....Mo.	.....	1	1 67	.....	20
Union City .....Ind.	.....	1	9 00	.....	1 10
do via Bloomington	.. ..	1	9 00	.....	1 10
Union City, via M. & O...Tenn.	.....	1	6 24	.....	75
do via Paducah Junction ...	.....	1	6 35	.....	75
do via Martin	.....	1	6 50	.....	75
Union City .....Pa.	.....	1	17 30	15 55	2 10
do via Pittsburg and Oil City	.....	1	17 30	15 55	2 10
do via Cin., B. & O. and Pittsburg	.....	1	17 30	15 55	2 10
do via Akron	.....	1	17 30	15 55	2 10
Union Springs .....Ala.	.....	2	18 05	.....	2 70
do via Louisville	.....	2	23 85	.....	2 70
Unionville, via Laclede or Keokuk .....Mo.	.....	1	7 60	.....	95
Uniontown, via Pittsburg.....Pa.	.....	..	17 85	15 60	2 15
Upper Sandusky .....Ohio.	.....	1	11 25	.....	1 35
do via Ft. Wayne	.....	1	11 25	.....	1 35
do via Chicago or Bloomington	.....	1	11 25	.....	1 35
Urbana .....Ill.	.....	1	4 93	.....	60
Urbana .....Ohio	.....	1	9 70	.....	1 20
do via Indianapolis and Springfield	.....	1	9 70	.....	1 20
Urbana, via Cincinnati	.....	..	9 70	.....	1 20
do via Bloomington or Chenoa	.....	1	9 70	.....	1 20
Utica, via Buffalo or Susp. Bridge .....N. Y.	.....	1	20 50	19 00	2 70
Utica .....Kan.	.....	1	17 60	.....	2 15
Valdosta, via Atlanta and Macon .....Ga.	.....	2	23 35	.....	3 50
do via Birmingham or Montgomery	.....	2	23 35	.....	3 50
§ do via Jesup	.....	2	23 35	.....	3 50

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex.Bag. Per 100 Lbs. See Cover
Valentine .....Neb.	.....	2	20 70	.....	2 50
§Valley Centre .....Kan.	.....	1	13 40	.....	1 60
Valley City.....N. Dak.	.....	2	24 90	.....	3 00
do via Chicago	.....	2	24 90	.....	3 00
do via Boat and St. Paul....	25 60	...	.....	21 10	3 10
Valley Falls, via Leavenworth .....Kan.	.....	1	9 10	.....	1 10
do via Kansas City or Atchison	.....	1	9 10	.....	1 10
do via Topeka	.....	1	10 25	.....	1 10
§ Vaiden .....Miss.	.....	1	13 40	.....	1 65
Van Buren .....Ark.	.....	1	12 35	.....	1 50
§ do via Little Rock	.....	2	15 11	.....	1 85
Vanceboro, via Alb., Troy or Rott. Jc. and Bost....Me.	.....	4	33 50	28 50	4 05
do via Montreal, Nor. or Malone	.....	4	33 50	28 50	4 05
Vanceburg ..... Ky.	.....	1	11 50	.....	1 40
Vance Junction, via Marshall Pass .....Col.	.....	4	40 95	.....	4 95
Vancouver, via Billings or Ogden or Grang. and Hunt. or St. P. (See Rules 15, 16 and 17) .....B. C.	.....	6	57 50	47 50	6 90
do via Den. and Billings (See Rules 15 and 17).....	.....	6	57 50	47 50	6 90
do via Chicago and St. Paul.	79 00	6	66 00	56 00	8 10
Vandalia .....Ill.	.....	1	2 24	.....	30
§Vandusher via Cape Girardeau ..... Mo.	.....	1	4 91	.....	60
Vanndale .....Ark.	.....	1	8 32	.....	1 00
§Van Wert .....Iowa	.....	1	9 22	.....	1 15
Van Wert .....Ohio	.....	1	10 25	.....	1 25
do via Ft. Wayne	.....	1	10 25	.....	1 25
do via Chicago	.....	1	10 25	.....	1 25
§Vaughan .....Miss.	.....	1	14 65	.....	1 80
Velasco .....Tex.	.....	2	25 45	.....	3 05
do via Denison or Sherman.	.....	2	25 45	.....	3 05
do via Houston	.....	3	25 45	.....	3 05
§ do via New Orleans	.....	3	25 45	.....	3 05
Venadito.....Mex.	See Trevino.				
Vera Cruz.....Mex.	1st class limited, add $8.30 to Mexico City rate.				
do	2nd class limited, add $7.20 to Mexico City rate.				
Vermillion .....S. Dak.	.....	2	15 20	.....	1 85
Vermillionville.....La.	See La Fayette.				
Vermont .....Ill.	.....	1	4 22	.....	65
Verndale .....Minn.	.....	3	20 56	.....	2 50
do via Chicago	.....	3	20 56	.....	2 50

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Vernon, via Ft. Worth or Henrietta .....Tex.	.....	2	21 40	.....	2 65
do via Kansas City	.....	2	*21 40	.....	2 65
do via Frisco Sys. via Okla. City	.....	2	21 40	.....	....
do via Frisco Sys., via Beaumont	.....	2	21 40	.....	....
§Versailles .....Mo.	.....	1	5 17	.....	70
Versailles .....Ohio	.....	1	9 25	.....	1 15
§Vicksburg, via I. C. R. R. and Mem. .....Miss.	.....	1	15 80	.....	1 90
do via M. & O. and Meridian	.....	2	16 00	.....	2 00
do via Boat	15 00	..	.....	.....	....
Vicksburg .....Mich.	.....	1	10 18	.....	1 25
Victoria, via Bill. or Ogden or Granger and Hunt. St. Paul (See Rules 15, 16 and 17) .....B. C.	.....	6	57 50	47 50	....
do via Den. and Billings (See Rules 15 and 17)	.....	6	57 50	47 50	....
do via Chicago and St. Paul	79 00	6	66 00	56 00	....
Victoria .....Tex.	.....	3	26 40	.....	3 15
do via West Point or Houston	.....	3	26 40	.....	3 15
do via Rosenburg	.....	3	26 40	.....	3 15
do via New Orleans	.....	3	26 40	.....	3 15
do via Kansas City	.....	3	*26 40	.....	3 15
Vienna .....Ill.	.....	1	6 65	.....	80
do via Parker City.....	.....	1	4 41	.....	70
Villa Grove, via Pueblo.....Col.	.....	3	30 80	.....	3 70
do via Denver	.....	3	30 80	.....	3 70
§Villa Grove .....Ill.	.....	1	4 67	.....	60
Villadama, via Laredo ....Mex.	.....	5	34 55	33 50	....
do via Kansas City	.....	5	34 50	33 50	....
Villisca, via St. Joseph....Iowa	.....	1	11 68	.....	1 10
do via Burlington	.....	1	11 25	.....	1 40
Vincennes .....Ind.	.....	1	4 67	.....	60
do via Mt. Carmel or Terre Haute	.....	1	6 00	.....	60
do via Eldorado	.....	..	4 67	.....	60
Vinita . . ..I. T.	.....	1	10 80	.....	1 30
do via Kansas City	.....	1	*10 80	.....	1 30
§Vinton . . . .Iowa.	.....	1	9 93	.....	1 20
Virden, ...Ill.	.....	1	2 35	.....	30
Virginia . . ..Ill.	.....	1	3 40	.....	45
Virginia Beach, via Norfolk, ...Va.	.....	..	22 75	19 00	2 75
do via Atlanta	.....	..	25 05	21 05	2 75
do via Greensboro	.....	..	25 05	21 05	2 75

§Continuous passage only. *Basing rate only.

*Basing rate only, less through rate than $11.00 not to be used. No ticket to be sold from St. L. via Kansas City.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Virginia City.....Nev.	70 50	6	60 50	50 50	7 30
Virginia City, via Ogden or Granger, St Paul or Bill and stage (See Rule 15).Mont.	.....	6	42 50	37 50	5 10
do via Chi. and St. Paul....	.....	6	51 00	46 00	6 15
Vossburg, via Meridian, ..Miss.	.....	1	16 80	.....	85
Wabash.....Ind	.....	1	9 14	.....	1 10
do via Anderson.....	.....	1	9 14	.....	1 10
do via Bloomington.....	.....	1	9 14	.....	1 10
via Chicago.....	.....	1	9 14	.....	1 10
Wabash,.....Minn.	.....	..	15 06	.....	1 75
do via Peoria.....	.....	1	15 06	.....	1 75
do via Chicago.....	.....	1	15 06	.....	1 75
do via Boat.....	15 50	..	.....	10 50	....
do via Boat.....	3rd class or deck			6 00	....
Waco,.....Tex.	.....	2	21 75	.....	2 65
do via Hearne.....	.....	2	21 75	.....	2 65
do via Bremond.....	.....	2	21 75	.....	2 65
do via Kansas City.....	.....	2	•21 75	.....	2 65
Wadena,.....Minn	.....	2	20 76	.....	2 50
do via Chicago.....	.....	2	20 76	.....	2 50
do via Boat and St. Paul.....20 76		...	.....	15 25	....
Wadesboro, via Atlanta,...N. C.	.....	2	23 85	20 85	3 60
§Wagoner,.....I. T.	.....	1	12 30	.....	1 50
do via Little Rock.....	.....	1	17 64	.....	2 15
§ do via Kansas City.....	.....	1	•12 30	.....	1 50
§ do via Mo. Pac. and Coffeyville.....	.....	1	12 30	.....	1 50
Wahoo,.....Neb	.....	1	12 95	.....	1 55
Wahpeton,.....N. Dak.	.....	2	22 25	.....	2 70
do via Chicago.....	.....	2	22 25	.....	2 70
Waitsburg, via Odgen or Granger and Harriman or St. Paul or Billings,.....Wash.	.....	5	50 10	42 60	6 05
do via Chicago and St. Paul.....	.....	5	62 60	55 10	7 55
Wakarusa,.....Ind.	.....	1	9 30	.....	1 15
Wa-Keeney,.....Kas.	.....	1	17 15	.....	2 10
Waldo,.....Fla.	.....	2	29 95	.....	4 05
Walker,.....Mo.	.....	1	8 10	.....	1 00
Walkerton, via Indianapolis, Ind.	.....	1	9 10	.....	1 10
do via Chicago.....	.....	1	9 10	.....	1 10
Wallace, via Billings or St. Paul,.....Idaho.	.....	5	46 25	41 25	5 55
do via Denver and Billings, (See Rules 15 and 17)....	.....	5	46 25	41 25	5 55
do via Huntington.....	.....	5	50 00	42 50	6 00
§Wall Lake,.....Iowa.	.....	1	12 95	.....	1 60
§ do via Freeport.....	.....	1	12 95	.....	1 60

§Continuous passage only.
•Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Walla Walla, via Ogden or Granger and Hunt. or Bill. or St. Paul, (See Rule 15), ... Wash.	.....	5	50 00	42 50	6 00
do via Denver and Billings, (See Rule 15)	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	62 50	55 00	7 50
Wallis, ... Tex.	.....	2	23 65	.....	2 85
do via Houston	.....	3	23 65	.....	2 85
do via Paris or Ft. Worth...	.....	3	23 65	.....	2 85
do via Kansas City	.....	3	•23 65	.....	2 85
Wallula Junc., via Ogden or Granger and Hunt. or Billings or St .Paul, (See Rule 15), ... Wash.	.....	5	50 00	42 50	6 00
Wallula Junc.	.....	..	.....	.....	....
do via Denver and Billings (See Rules 15 and 17)...	.....	5	50 00	42 50	6 00
do via Chicago and St. Paul	.....	5	62 50	55 00	7 50
Walnut .. ..Kan.	.....	1	9 80	.....	1 20
‡Walnut Grove via Springfield ..... Mo.	.....	1	7 50	.....	95
‡Walnut Ridge via Cape Girardeau ....Ark.	.....	1	6 84	.....	85
Walnut Springs, via Morgan .. ..Tex,	.....	2	21 65	.....	2 60
do via Waco	.....	2	21 75	.....	2 60
Wamego .. ..Kan.	.....	1	10 65	.....	1 30
Wapakoneta .. ..Ohio	.....	1	9 85	.....	1 20
‡Wapella .. ..Ill.	.....	1	4 26	.....	55
Warren .. ..Ill.	.....	1	9 38	.....	1 50
do via Chicago	1	1	9 38	.....	1 15
Warren .. ..Minn.	.....	3	25 68	.....	3 10
do via Chicago	.....	3	25 68	.....	3 10
do via Boat and St. Paul...	25 68	..	.....	20 20	....
Warren .. ..Ohio	.....	1	14 60	12 85	1 75
do via Huntington	.....	1	14 60	12 85	1 75
do via Urbana, Dayton or Akron	.....	1	14 60	12 85	1 75
do via Chicago	.....	1	14 60	12 25	1 75
Warren .. ..Pa.	.....	1	17 75	16 00	2 15
do via Pittsburg and Oil City	.....	1	17 75	16 00	2 15
do via Erie or Corry ...Mo.	.....	1	17 75	16 00	2 15
Warrensburg .. ..Mo.	.....	1	6 55	.....	80
Warsaw .. ..Ind.	.....	1	9 30	.....	1 15
do via Anderson	.....	1	9 30	.....	1 15
do via Chicago	.....	1	9 30	.....	1 15
do via Plymouth	.....	1	9 30	.....	1 15
do via North Manchester ..	.....	1	9 30	.....	1 15

‡Continuous passage only. •Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Warsaw .. ..Ill.	.....	1	5 50	.....	95
do via Boat	5 00	..	.....	3 00	....
do via Boat	3rd class or deck			2 00	....
Wartrace, via Nashville..Tenn.	.....	1	11 65	.....	1 75
do via Martin or Union City	.....	1	11 65	.....	1 75
do via Louisville	.....	1	14 50	.....	1 75
§Warwick Junc. .....O. T.	.....	1	15 10	.....	1 85
§Waseca .. ..Minn.	.....	2	14 55	.....	1 80
§ do via Peoria	.....	2	14 55	.....	1 80
§ do via Chicago	.....	1	14 55	.....	1 80
Wasepi	.....	1	10 19	.....	1 25
Washburn via Ft. Worth or Henrietta .. ..Tex.	.....	3	22 15	.....	2 70
do via Quanah	.....	3	22 15	.....	2 70
do via Frisco System, Wich. and Panh. City	.....	3	22 15	.....	2 70
Washington via Hope .....Ark.	.....	1	14 27	.....	1 70
Washington .. ..Ind.	.....	1	5 23	.....	65
do via B. & O. S. W.....	.....	..	5 23	.....	....
do via Oakland	.....	..	5 23	.....	....
Washington, via Burlington .. ..Iowa	.....	1	7 88	.....	95
Washington, via Indpls. and Carnegie .. ..Pa.	.....	..	15 25	13 20	1 85
do via B. & O. S. W. and B. & O.	.....	..	14 75	13 00	1 80
do via Shelby or Chicago ..	.....	..	14 75	.....	1 80
§ do via Wheeling and B. & O.	.....	..	14 75	13 00	1 80
Washington Court House, via Cin. .. ..Ohio	.....	..	10 40	.....	1 25
do via Springfield	.....	1	10 40	.....	1 25
Washington (See Rule 11).D. C.	.....	..	20 25	17 00	2 45
Washington, via K. C. or Atch. .. ..Kan.	.....	1	12 10	.....	1 45
Wachita Junc. .....O. T.	.....	2	18 45	.....	2 25
do via Frisco System and Beaumont	.....	2	18 45	.....	2 25
Waterloo .. ..Iowa	.....	1	10 82	.....	1 30
do via Dubuque or Burlington	.....	2	10 82	.....	1 30
do via Jacksonville	.....	1	10 82	.....	1 30
§ do via Freeport	.....	1	10 44	.....	1 25
Waterloo .. ..Ind.	.....	3	19 55	.....	2 45
Watertown .. ..S. Dak.	.....	3	19 55	.....	2 45
do via Chicago	.....	3	10 55	.....	2 45
do via Cedar Rapids	.....	1	11 37	.....	1 40
Watertown .. ..Wis.	.....	1	11 37	.....	1 40
do via Chicago	.....	..	23 25	21 00	2 85
Watertown, via Buffalo or Susp. Bridge .....N. Y.	.....	1	11 50	.....	1 40
Waterville .. ..Kan.	.....				

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Waterville, via Albany, Troy or Rotterdam Jc. .....Me.	.....	4	30 15	26 65	3 60
do via Montreal, Norwood or Malone Junc.	.....	4	30 15	26 65	3 60
Waterville .. ..Minn.	.....	2	15 30	.....	1 80
do via Chicago	.....	2	15 30	.....	1 80
§Water Valley, via Paducah.Ky.	.....	1	6 51	.....	80
do via Fulton	.....	1	6 30	.....	80
§ do via Gilman	.....	1	6 31	.....	80
§Water Valley .....Miss.	.....	2	11 95	.....	1 45
Wateska .. ..Ill.	.....	1	6 31	.....	80
Wauchula ..... Fla.	.....	2	34 35	.....	5 15
Waukee .. ..Iowa	.....	1	10 30	.....	1 25
Waukesha .. ..Wis.	.....	1	10 25	.....	1 25
do via Chicago	.....	1	10 25	.....	1 25
Waupaca ... .Wis.	.....	1	13 70	.....	1 65
do via Chicago	.....	1	12 10	.....	1 45
Waupun .. ..Wis.	.....	1	12 10	.....	1 45
do via Chicago	1	1	12 10	.....	1 45
Wausau .. ..Wis.	.....	1	15 45	.....	1 85
do via Chicago	.....	1	15 45	.....	1 85
Wauseon .. ..Ohio	.....	1	11 88	.....	1 45
Waveland .. ..Ind.	.....	1	6 35	.....	80
§Waverly, via Freeport ...Iowa	.....	1	11 38	.....	1 40
do via Dubuque	.....	2	11 38	.....	1 40
Waverly, via Lomax or Kansas City .. ..Kan.	.....	1	9 95	.....	1 20
Waverly, via Buff., Sus. Bridge or Salamanca .....N. Y.	.....	..	20 50	17 55	2 50
Waverly, ...Neb.	.....	1	21 55	.....	1 50
Waverly .. ..Ill.	.....	1	2 46	.....	30
Waverly .. ..Ohio	.....	1	11 50	.....	1 40
§Waverly, via Martin or Union City .....Tenn.	.....	1	8 75	.....	1 35
Waycross, via Nashv. & Chatt. .. ..Ga.	.....	2	23 35	.....	3 50
do via Montgomery	.....	2	23 35	.....	3 50
do via Louisv. & Montg.....	.....	2	23 35	.....	3 50
do via Louisville and Burgin.	.....	2	23 35	.....	3 50
do via Cincinnati & Albany or Jesup	.....	2	23 35	.....	3 50
do via Mem. or Grand Jc. & Chatt. or Birm.	.....	2	23 35	.....	3 50
do via Cor. and Chatt.	.....	2	23 35	.....	3 50
do via Tup. Holly Spgs. or Col. & Birm.	.....	2	23 35	.....	3 50
do via Pensacola	.....	2	23 35	.....	3 50
Wayne City .. ..Ill.	.....	1	3 04	.....	45
Waynesboro, via Cincin. and C. & O. Ry. .....Va.	.....	..	20 25	17 00	3 05
do via Louisville and C. & O.	.....	..	20 25	17 00	3 05

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Waynesboro, via M. & O..Miss.	.....	1	16 85	.....	2 05
Waxhachie .. ..Tex.	.....	2	20 10	.....	2 45
do via Kansas City	.....	2	*20 10	.....	2 45
Weatherfors .. ..O. T.	.....	1	18 45	.....	2 25
§ do via Wister, Brinkley, South McAlester, Okla. Cy. or El Reno	.....	1	18 45	.....	2 25
Weatherford .. ..Tex.	.....	2	20 35	.....	2 45
do via Forth Worth	.....	2	20 35	.....	2 43
§Webb City .. ..Mo.	.....	1	9 35	.....	1 15
§ do via Kansas City	.....	1	*9 35	.....	1 15
Webster .. ..Iowa	.....	1	8 25	.....	1 00
Webster City .....Iowa	.....	1	11 71	.....	1 40
§ do via Freeport	.....	2	11 71	.....	1 40
Weimar .. ..Tex.	.....	3	24 15	.....	2 90
do via Houston or Rosenburg	.....	3	24 15	.....	2 09
do via New Orleans	.....	..	24 15	.....	2 90
Weir City .. ..Kan.	.....	1	9 60	.....	1 15
do via Kansas City	.....	1	*9 60	.....	1 15
Weirdale .. ..Fla.	.....	2	28 95	.....	4 35
Weiser, via Ogden or Grander (See Rule 15) .....Idaho	.....	5	50 00	42 50	6 00
§Welsh, via New Orleans ..La.	.....	2	20 95	.....	2 55
Weldon, via Chatt. and Bristol .. ..N. C.	.....	2	23 85	19 85	3 60
§ do via Atlanta	.....	2	25 85	21 05	3 75
§ do via Cin., Chill. or Co., N. & W. and Petersburg ...	.....	2	23 85	19 85	3 60
do via Washington	.....	2	25 70	21 70	3 60
do via Cincinnati and C. & O. Ry.	....	2	23 85	19 85	3 60
do via Louisv. and Jellico or Harriman and Bristol ...	.....	2	25 05	21 05	3 75
do via Cincin. and Jellico or Harriman and Bristol ...	.....	2	25 05	21 05	3 75
do via Norton and Petersburg	.....	2	23 85	19 85	3 60
do via Louisville and C. & & O. Ry.	.....	2	23 85	19 85	3 60
§Weleetka Junc. .....I. T.	.....	1	14 70	.....	1 80
§ do via Crowder City	.....	1	14 70	.....	1 80
§Wells .. ..Minn.	.....	2	14 17	.....	1 75
§ do via La Crescent or La Crosse	.....	2	14 17	.....	1 75
Wells River, via Montreal, Norw'd or Malone...Vt.	.....	..	24 50	21 00	2 95
do via Springfield or Greenfield	.....	..	24 50	21 00	2 95
Wellsford .. ..Kan.	.....	1	15 70	.....	1 90

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Wellston .. ..Ohio	.....	1	12 25	.....	1 50
Wellsville, via Indpls. and Steubenville .. ..Ohio	.....	1	14 75	13 00	1 80
do via Chicago	.....	1	14 75	13 00	1 80
Wellington ..... Ohio	.....	1	12 90	.....	1 55
do via Chi. or Bloom.	.....	1	12 90	.....	1 55
do via Indianapolis and Springfield	.....	1	12 90	.....	1 55
do via Indianapolis and Columbus	.....	1	12 90	.....	1 55
do via Cincinnati	.....	..	13 15	.....	....
Wellington .. ..Kan.	.....	1	13 65	.....	1 65
do via Frisco System and Wichita or Winfield ...	.....	1	13 65	.....	1 65
Welshton .. ..Fla.	.....	2	28 60	.....	4 30
Wenatchee, via Billings or Huntington and Spokane or via St. Paul ....Wash.	.....	..	54 00	44 00	6 50
do via Chicago and St. Paul	.....	..	62 50	52 00	7 50
Wenona .. ..Ill.	.....	1	6 68	.....	70
§Wequetonsing .. ..Mich.	.....	2	16 79	.....	2 05
§ do via Anderson and Benton Harbor	.....	2	16 79	.....	2 05
§ do via Fort Wayne	.....	2	16 79	.....	2 05
§ do via Winchester or Lynn.	.....	2	16 79	.....	2 05
§ do via Chicago	.....	2	16 79	.....	2 05
do via Chicago and Manitou Steamship Co. (Meals and berth extra)	.....	1	P13 50	.....	....
§Wesson .. ..Miss.	.....	1	16 90	.....	2 05
§West Baden .. ..Ind.	.....	1	7 18	.....	90
§Westerly .....R. I.	.....	..	26 01	22 51	3 15
Westfield, via Buff., Sus. Bdg. or Sal. ..... Mass.	.....	..	23 50	20 00	2 85
West Jupiter .....Fla.	.....	2	33 75	.....	5 05
West Las Animas .....Cal.	See Las Animas.				
§West Lebanon .....Ind.	.....	1	6 26	.....	80
West Liberty, via Olney....Ill.	.....	..	3 96	.....	50
§ do via Mt. Pulaski	.....	..	4 21	.....	55
West Liberty .. ..Iowa	.....	..	8 15	.....	1 00
West Line .. ..Mo.	.....	1	8 00	.....	1 00
do via Kansas City	.....	1	9 00	.....	1 00
West Palm Beach .....Fla.	.....	2	34 25	.....	5 15
Weston .. ..Mo.	.....	1	8 25	.....	1 00
§Weston, via Parkersburg .. ..W. Va.	.....	2	17 45	15 70	2 10
Westphalia .. ..Kan.	.....	1	10 00	.....	1 20
§West Plains, via Cape Girardeau and Hoxie ....Mo.	.....	1	9 40	.....	1 15
do via Springfield	.....	2	9 40	.....	1 15

§Continuous passage only.

ST. LOUIS TO		1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
West	Point, via Chattanooga	Ga.	.....	2	19 50	.....	2 95
do	via Montgomery		.....	2	19 50	.....	2 95
do	via Louisville and Burgin		.....	2	19 50	.....	2 95
do	via Louisv., Nash and Chatta.		.....	2	19 50	.....	2 95
do	via Cincinnati and Chattanooga		.....	2	19 50	.....	2 95
do	via Mem. and Birm. or Gd. Jct. and Chatta.		.....	2	19 50	.....	2 95
do	via Louisville and Montgomery		.....	2	23 20	.....	3 95
do	via Martin or Un. City and Chatt.		.....	2	19 50	.....	2 95
do	via Corinth and Chattanooga		.....	2	19 50	.....	2 95
do	via Tupalo, Holly Spgs. and Birming.		.....	2	19 50	.....	2 95
West	Point, via M. & O.	Miss.	.....	1	12 75	.....	1 55
do	via Winona		.....	1	13 10	.....	1 55
§ do	via Durant		.....	1	13 80	.....	1 55
West	Point, via Buffalo or Sus. Bdge.	N. Y.	.....	..	23 50	20 00	2 85
West	Point	Tex.	.....	2	23 65	.....	2 85
do	via Kansas City		.....	2	*23 65	.....	2 85
West	Point, via Louis. or Cin., Burgin., Har and Paint Rock	Va.	.....	2	23 15	.....	3 50
do	via Louis. or Cin. and C. & O.		.....	2	23 15	.....	3 54
do	via Cin., Jellico and Lynchburg		.....	2	23 15	.....	3 50
West	Quincy	Mo.	.....	1	3 85	.....	60
West	Roodhouse	Ill.	.....	1	2 28	.....	25
West	Superior	Wis.	See Superior.				
West	Union	Iowa	.....	1	11 46	.....	1 40
West	Unity	Ohio	.....	1	11 53	.....	1 40
Westville		Fla.	.....	2	20 74	.....	4 35
Westville		Ind.	.....	1	9 00	.....	1 10
Westville, via Fayetteville		I. T.	.....	1	11 60	.....	1 40
Wewaka, via Brinkley, Wister or Holdenville		I. T.	.....	1	15 70	.....	1 90
Weyauwega		Wis.	.....	1	13 47	.....	1 65
do	via Chicago		.....	1	13 47	.....	1 65
Wharton		Tex.	.....	3	24 45	.....	2 95
do	via Houston		.....	3	24 45	.....	2 95
do	via Houston or Rosenburg		.....	3	24 45	.....	2 95

§Continuous passage only. *Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
§Wharton, via New Orleans....	.....	3	24 45	.....	2 95
do via Kansas City	.....	2	*24 45	.....	2 95
What Cheer .....Iowa	.....	1	8 75	.....	1 20
Wheatland .. ..Iowa	.....	1	8 85	.....	1 25
Wheatland .. ..N. Dak.	.....	2	24 10	.....	2 90
do via Chicago, Peo., or Bloomington	.....	2	24 10	.....	2 90
do via Boat and St. Paul...	24 33	..	.....	18 85	1 80
Wheeling .. ..W. Va.	.....	1	14 75	13 00	1 80
do via Shelby, or Chicago..	.....	..	14 75	13 00	1 80
do via Defiance and B. & O.	.....	..	14 75	13 00	1 80
§ do via Toledo	.....	..	14 75	13 00	1 80
Whistler, via M. & O.....Ala.	.....	2	16 85	.....	2 05
Whitby .. ..Ont.	.....	2	20 60	16 75	2 50
White Bear Lake .....Minn.	.....	2	16 35	.....	2 00
do via Chicago	.....	2	16 35	.....	2 00
do via Boat and St. Paul...	16 35	..	.....	10 85	....
White City .. ..Fla.	.....	2	32 65	.....	4 90
White City .. ..Kan.	.....	1	11 50	.....	1 40
do via Parsons	.....	1	11 50	.....	1 40
White Cloud, via K. C. or Atch. .. ..Kan.	.....	1	9 55	.....	1 15
Whitehall .. ..Ill.	.....	1	2 19	.....	30
Whitehall, via Buffalo, Susp. Bridge or Sala. ....N. Y.	.....	..	24 00	21 00	2 95
White Pigeon .....Mich.	.....	1	9 85	.....	1 20
White River Junction, via Springfield or Greenfield .. ..Vt.	.....	..	24 50	21 00	2 95
do via Montreal, Norwood or Malone Junct.	.....	..	24 50	21 00	2 95
Whitesboro .. ..Tex.	.....	1	17 75	.....	2 15
do via Sherman	.....	1	17 75	.....	2 15
Whitewright .. ..Tex.	.....	1	17 30	.....	2 10
Whitewater .. ..Wis.	.....	1	10 67	.....	1 30
do via Chicago	.....	1	10 67	.....	1 30
White Sulphur Springs.W. Va.	.....	..	18 50	17 00	2 25
do via Cincin., C. & O. Ry..	.....	..	18 50	17 00	2 25
do via Louisv. and C. & O. Ry.	.....	..	18 50	17 00	2 25
Whitman .. ..Neb.	.....	2	21 62	.....	2 60
Wichita .. ..Kan.	.....	1	13 40	.....	1 60
Wichita Falls .. ..Tex.	.....	2	20 40	.....	2 45
do via Frisco System	.....	2	20 40	.....	2 45
do via Fort Worth	.....	2	20 40	.....	2 45
do via Kansas City	.....	2	*20 40	.....	2 45
do via Vernon	.....	2	21 40	.....	2 45

§Continuous passage only.
*Basing rate only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Wickes, via Billings or St. Paul .. ..Mont.	.....	4	40 00	35 00	4 80
do via Granger or Ogden...	.....	4	40 00	35 00	4 00
do via Chicago and St. Paul	.....	4	48 50	43 50	5 85
Wickliffe .. ..Ky.	.....	1	5 05	.....	65
Wilbur .. ..Neb.	.....	1	13 09	.....	1 55
Wildwood .. ..Fla.	.....	2	29 10	.....	4 35
Wilkesbarre .. ..Pa.	.....	..	21 00	18 50	2 55
do via Pittsb. and Harrisb. or Lewist. Jc.	.....	..	21 00	18 50	2 55
do via Buff., Susp. Bdge. or Sala.	.....	..	21 00	18 50	2 55
do via Philadelphia (See Rules 11 and 29)	.....	..	21 00	18 50	2 55
Wilkesboro .. ..N. C.	.....	2	25 55	.....	3 85
Wilcox, via El Paso .....Ark.	.....	5	44 50	.....	5 35
do via La Junta and Deming	.....	5	44 50	.....	5 35
Wilcox .. ..Neb.	.....	1	16 31	.....	2 00
Williams .. ..Ariz.	.....	5	55 20	47 50	6 65
do via Kansas City	.....	5	55 20	47 50	6 65
Williams .. ..Cal.	67 50	6	67 50	47 50	8 10
do via Barstow and Los Angeles	67 50	..	57 50	.....	8 10
do via El Paso	.....	6	57 50	47 50	8 10
do via Kansas City	.....	6	57 50	47 50	8 10
§ do via New Orleans	A67 50	6	B57 50	C47 50	....
do via Billings or Grand Junct., Ogden and Huntington or St. Paul.....	.....	7	65 40	55 40	9 05
Williamsport .. ..Pa.	.....	..	20 00	17 00	2 40
do via Erie or Corry	.....	..	20 00	17 00	2 40
do via Indianap's., Lock Haven, Lewistown or Harrisburg	.....	..	20 00	17 00	2 40
Willimantic, via Alb. and Palmer .. ..Ct.	.....	..	24 79	21 29	3 00
do via Alb., Troy or Rott. Jct. and Millers Falls...	.....	..	24 79	21 29	3 00
do via New York and rail ..	Add $2.85 to N. Y. rate.				
do via New York and rail via New London	Add $3.60 to N. Y. rate via route of ticket.				
Willis ..... Tex.	.....	2	23 05	.....	2 80
Williston .. ..N. Dak.	.....	4	34 00	29 05	4 55
do via Chicago and St. Paul	.....	4	34 00	29 05	4 55

§ Continuous passage only.

A For basing purposes; selling rate from or through St. Louis not to be less than $69.15.

B For basing purposes; selling rate from or through St. Louis not to be less than $59.15.

C For basing purposes; selling rate from or through St. Louis not to be less than $49.15.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex Bag. Per 100 Lbs. See Cover
Willow Hill, via Effingham, Olney or Mt. Pulaski....Ill.	.....	..	4 13	.....	50
Willows .. ..Cal.	67 50	6	57 50	47 50	8 10
do via Barstow and Los Angeles	67 50	6	57 50	.....	8 10
do via Frisco System	.....	6	57 50	47 50	8 10
§Willows, via Kansas City..Cal.	.....	6	57 50	47 50	8 10
do via Billings or Ogden and Huntington or St. Paul.	.....	7	65 40	55 40	9 05
§Willow Springs, via Springfield .. ..Mo.	.....	..	9 40	.....	1 15
§ do via Cape Girardeau	.....	..	10 05	.....	1 25
§ Wills Point .....Tex.	.....	2	18 70	.....	2 30
§ do via Mineola or Terrell..	.....	2	18 70	.....	2 30
Wilmar .. ..Minn.	.....	2	19 05	.....	2 30
do via Chicago	.....	2	19 05	.....	2 30
Wilmington .. ..Ohio	.....	1	10 40	.....	1 25
Wilmington, via Pitts. and Phila... .. ..Del.	.....	..	21 00	18 50	2 55
§ do via B. & O. or C. & O (See Rule 11)	.....	..	21 00	18 50	2 55
Wilmington, via Atlanta..N. C.	.....	..	28 25	25 05	4 45
do via Chattanooga	.....	2	28 25	25 05	4 45
do via Cin. and Jellico or Harriman	.....	2	28 25	25 05	4 45
do via Cin., C. & O. and Clifton Forge or Rich.	.....	2	28 25	25 05	4 45
do via Cincinnati, Columbus or Chillicothe, N. & W. and Petersburg	.....	2	28 25	25 05	4 45
do via Louisville and C. & O.	.....	2	28 25	25 05	4 45
do via Louisville and Jellico or Harriman	.....	2	28 25	25 05	4 45
do via Martin or U. City and Chatt.	.....	2	28 25	25 05	4 45
do via Corinth and Chattanooga	.....	2	28 25	25 05	4 45
Wilmington, via Mem. or Gd Junct. and Chatt....N. C.	.....	2	28 25	.....	4 45
do via Washington	.....	3	32 05	28 80	....
Wilson .. ..La.	.....	2	18 00	.....	2 20
Wilton .. ..Iowa	.....	1	9 25	.....	1 15
§Wilton Junction .....Iowa	.....	1	8 51	.....	....
Winchester .. ..Ill.	.....	1	2 64	.....	35
Winchester .. ..Ind.	.....	1	9 00	.....	1 10
do via Bloomington	.....	1	9 00	.....	1 10
Winchester, via Louisville..Ky.	.....	1	10 95	.....	1 35
do via Cincinnati	.....	..	10 95	.....	1 35
Winchester .. ..Tenn.	.....	1	12 65	.....	1 90
do via Cairo	.....	1	12 65	.....	1 90

§Continuous passage only.

§Winchester, via Harper's Ferry (See Rule 11)..Va.	.....	2	20	25	17 00	2 45
Winchester, via M. & O...Miss.	.....	2	16	85	.....	....
§Windsor .. ..Mo.	.....	1	6	21	.....	75
Winfield .. ..Kan.	.....	1	13	40	.....	1 65
do via Kan. City, Wich. or Conway Springs	.....	1	13	40	.....	1 65
§Winfield .. ..Iowa	.....	..	7	32	.....	90
Wingate .. ..N. M.	.....	4	44	65	41 85	5 35
Winnemucca .. ..Nev.	67 50	5	57	50	47 50	7 65
§Winnebago City .. ..Minn.	.....	3	14	51	.....	1 75
§ do via La Crescent or La Crosse	.....	3	14	51	.....	1 75
§ do via Peoria	.....	2	14	51	.....	1 75
Winneconne .....Wis.	.....	1	12	65	.....	1 55
do via Chicago	.....	1	12	65	.....	1 55
Winnfield, via Stamps or Hope ..... La.	.....	2	17	86	.....	2 15
do via Jackson or Vicksburg and Ruston	.....	2	17	86	.....	2 15
Winnepeg .....Man.	.....	3	29	55	28 05	3 60
do via Chicago or Peoria...	.....	3	29	55	28 05	3 60
Winnsboro, via Pittsburg or Jefferson .....Tex.	.....	2	17	75	.....	2 15
do via Greenville	.....	2	17	75	.....	3 15
§Winona .....Minn.	.....	1	14	05	.....	1 75
§ do via Peoria	.....	1	14	05	.....	1 75
§ do via Chicago	.....	1	14	05	.....	1 75
do via Boat	.....	1	12	25	7 50	....
do via Boat.....	3rd class or deck.				5 50	....
§Winona .....Miss.	.....	1	12	90	.....	1 55
do via West Point.....	.....	2	13	10	.....	1 60
Winslow .....Ark.	.....	1	11	30	.....	1 35
Winslow .....Ariz.	.....	5	51	15	47 50	6 15
Winston-Salem, via Cin. or Louisv. and Harriman... ..... N. C.	.....	3	22	95	19 95	3 45
do via Chattanooga	.....	3	22	95	19 95	3 45
do via Cin., Chillicothe or Columbus and N. & W.....	.....	3	22	95	19 95	3 45
do via Cin., C. & O. and Clifton Forge or Charlottesville	.....	3	22	95	19 95	3 45
do via Louisville & Jellico or Norton	.....	3	22	95	19 95	3 45
Winston-Salem, via Mem., Grand Junct. or Corinth....N. C.	.....	3	22	95	19 95	3 45
Winter Park .....Fla.	.....	2	29	55	.....	4 45
§Winthrop .....Minn.	.....	3	16	64	.....	2 00
§ do via Chicago	.....	3	16	64	.....	2 00
Wisner .....Neb.	.....	1	14	17	.....	1 70
Wister .....I. T.	.....	1	13	65	.....	1 65

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Wolcottville .....Ind.	.....	1	10 04	.....	1 20
do via La Otto or Ft. Wayne	.....	1	10 15	.....	1 25
Wolfe City .....Tex.	.....	2	17 30	.....	2 10
§Woodbine .....Iowa	.....	2	19 90	.....	2 40
§ do via Freeport	.....	2	12 95	.....	1 60
Wood Lake .....Minn.	.....	2	12 95	.....	1 60
do via Chicago	.....	2	17 97	.....	2 15
§Woodland .....Ill.	.....	2	17 97	.....	2 15
Woodsfield .....Ohio	.....	1	6 31	.....	80
do via Chicago	.....	2	14 25	.....	1 75
Woodstock, via Parkersb. and Harper's Ferry .....Va.	.....	2	14 25	.....	1 75
§ do via Cincinnati or Louisville and C. & O. and Staunton (See Rule 11)..	.....	..	20 25	17 00	3 45
Woodstock .....Ont.	.....	2	20 25	17 00	2 45
do via Chicago	.....	2	16 81	.....	2 05
Wooster .....Ohio	.....	2	16 81	.....	2 05
Wooster, via Indianapolis, Cols. and Orrville .....Ohio	.....	1	13 20	.....	1 60
do via Fort Wayne	.....	1	13 55	.....	1 60
do via Chicago	.....	1	13 20	.....	1 60
Worcester, via Alb., Troy or Rott. Jct. .....Mass.	.....	1	13 20	.....	1 60
do via New York and Springfield or Willimantic.....	.....	..	24 50	21 00	2 95
do via New York and rail and Providence	Add $4.00 to N. Y. rate.				
do via New York and Fall River Line: Nov. 1 to April 30 (See Rule 27)....	Add $5.40 to N. Y. rate.				
May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $3.65 limited.				
do via N. Y. and Norwich Line: Nov. 1 to April 30 (See Rule 27)	Add to N. Y. rate $4.40.				
May 1 to Oct. 31 (See Rule 27)	Add to N. Y. rate $2.50 limited.				
do via New York and Stonington Line: Nov. 1 to Apr. 30 (See Rule 27)	Add to N. Y. rate $3.25.				
May 1 to Oct. 31 (See Rule 27)	Add to N Y. rate $2.75 limited.				
Worthington, via Vincennes.Ind.	Add to N. Y. rate $3.50.				
do via Terre Haute	.....	1	5 85	.....	70
Worthington ..... Minn.	.....	1	5 85	.....	70
	.....	2	18 30	.....	1 90

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Wray .....Col.	.....	2	21 40	.....	2 65
Wyanet .....Ill.	.....	1	6 55	.....	1 85
Wylie .....Tex.	.....	2	18 60	.....	2 25
Wymore .....Neb.	.....	1	12 10	.....	1 45
Wyoming .....Ill.	.....	1	5 80	.....	75
Wyoming .....Minn.	.....	3	16 88	.....	2 05
do via Chicago	.....	3	16 88	.....	2 05
Wytheville, via Chattanooga. Va.	.....	2	20 00	18 00	3 15
do via Louisville or Cin. and Norton	.....	2	20 00	18 00	3 15
do via Cincinnati and Harriman	.....	2	20 00	18 00	3 15
do via Cin. and Big Stone Gap or Jellico and Bristol	.....	2	20 00	18 00	3 15
do via Cin., Chill. or Col. and N. & W.....	.....	2	20 00	18 00	3 15
do via Cin., Livingston and Norton	.....	2	20 00	18 00	3 15
do via Louisv., Burgin and Harriman	.....	2	20 00	18 00	3 15
do via Louisville and Jellico	.....	2	20 00	18 00	3 15
do via Memphis	.....	2	20 00	18 00	3 15
do via Martin or Union City & Chatt.	.....	2	20 00	18 00	3 15
do via Corinth or Gr. Jct. and Chatt.	.....	2	20 00	18 00	3 15
Wynne .....Ark.	.....	1	8 50	.....	1 05
Xenia .....Ohio	.....	1	9 50	.....	1 15
do via Bloomington or Chenoa	.....	1	9 50	.....	1 15
do via Cincinnati	.....	..	9 50	.....	1 15
Yankton .....S. Dak.	.....	2	16 00	.....	1 95
do via Dubuque	.....	2	16 00	.....	1 95
Yates Centre .....Kan.	.....	1	10 75	.....	1 30
Yates City .....Ill.	.....	1	5 20	.....	80
§Yazoo City, via I. C. and Jackson .....Miss.	.....	1	16 90	.....	1 80
§ do via Mem., Granada or Durant	.....	1	14 60	.....	1 80
Yoakum .....Tex.	.....	3	25 10	.....	3 05
do via San Antonio.....	.....	3	27 15	.....	3 05
do via Waco or Houston....	.....	3	25 10	.....	3 05
York, via Birmingham.....Ala.	.....	2	15 70	.....	1 90
do via Meridian	.....	2	15 70	.....	1 90
do via Tuscaloosa	.....	2	15 70	.....	1 90
§ do via Louisv. or Cin. and Chatt.	.....	2	20 70	.....	2 50
York .....Neb.	.....	2	14 47	.....	1 75
York, via Pittsburg and Harrisburg .....Pa.	.....	..	20 00	17 00	2 40

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
York, via Parkersburg and Cherry Run or Hagerstown ..	.....	..	20 00	17 00	2 40
§ do via Pittsburg or Wheeling, B. & O., and Cherry Run	.....	..	20 00	17 00	2 40
Youngstown, via Marion or Galion .....O.	.....	1	14 75	13 00	1 80
do via Urbana, Dayton or Akron	.....	1	14 75	13 00	1 80
do via Cincin. and Erie lines	.....	..	14 75	13 00	1 80
do via Ft. Wayne or Huntington	.....	1	14 75	13 00	1 80
do via Columbus and Orrville	.....	1	14 75	13 00	1 80
do via Chicago or Bloomington	.....	1	14 75	13 00	1 80
Ypsilanti .....Mich.	.....	1	12 50	.....	1 50
Yuma, via El Paso.....Ariz.	.....	5	57 50	47 50	8 10
do via La Junta and Deming	67 50	5	57 50	47 50	8 10
do via New Orleans	.....	5	57 50	47 50	8 10
Yuma .....Col.	.....	2	22 50	.....	2 75
Zacatecas, via Eagle Pass..Mex.	.....	7	54 25	46 80	....
do via El Paso	.....	7	54 25	46 80	....
do via Kansas City	.....	7	54 25	45 80	....
do via New Orleans	.....	8	54 25	46 80	....
Zanesville .....Ohio	.....	1	12 75	.....	1 55
do via Defiance	.....	1	12 75	.....	1 55
do via Bloomington or Chicago	.....	1	12 75	.....	1 55
Zellwood .....Fla.	.....	2	29 55	.....	4 45
Zumbrota .....Minn.	.....	2	14 82	.....	1 85
do via Peoria	.....	2	14 82	.....	1 85
do via Chicago	.....	2	14 82	.....	1 85

Basis for making rates to points which are not shown as destinations in this sheet.

Whenever you have calls for through rates to points on other lines not quoted in this or other tariffs, and have not the necessary information to arrive at the correct rates, you will please consult your General Passenger Agent by letter or wire, as the urgency of the case may require, and if not time do to either, you may construct the through rate on the following basis: Find the nearest point this side of the place to which you wish rate, and to which you have the through rate; add three (3) cents per mile (except as noted hereafter) for the distance between the two points, adding, in all cases, to make rate figured on mileage

end in 0 or 5, and if the through rate so made does not exceed the rate which you have or can make by the use of rate sheet to a point beyond, which can be reached via the same route, it will be the rate to use. If, however, the rate to a point beyond is less, you may sell at that rate. Following is a list of roads over which the rate per mile is greater or less than three cents, and must be used in figuring rates on mileage to points situated on lines mentioned below:

Arkansas and Louisiana. . ----------5c
Atlantic Coast Line:
In Virginia, South Carolina, Georgia and Alabama. . ----------3c
In North Carolina. . ----------3¼c
In Florida ----------3c
(Except to St. Johns and Lake Eustis Branch, between Astor, Leesburg and Lane Park; Sanford and Tavares Branch between Sanford and Tavares; Sanford and St. Petersburg Branch, between Sanford and St. Petersburg; Tampa and Thonotosassa Branch, between T. & T. Junction and Thonotosassa; St. Cloud Sugar Belt, between Kissimme and Narcoossee; Fla. Mid. R. R., between Kissimme and Apopka; Homosassa Branch, between Ocala Homosassa; Oviado Branch, between Sanford and Lake Charm; Tiger Bay Branch, between Winston and Tiger Bay.) ----------3½c
Atchison, Topeka & Santa Fe Ry.
In Colorado ----------4c
(Except Pueblo to Canyon City and Rockvale, inclusive.) ----------5c
New Mexico ----------4c
(Except White Water to Santa Rita and Fierro, inclusive.) ----------5c
Arizona ----------5c
Coast Lines ------ Ask General Passenger Office.

B. & O. R. R.
- Allegheny to Akron ---------- 3c
- Butler to Foxburg ---------- 3½c
- Foxburg to Kane ---------- 4c

B. & M. R. R. R., in Colorado, Montana, S. Dakota and Wyoming ---------- 4c
Bangor and Aroostook R. R. ---------- 3½c
Carson & Colorado Ry. --Do not figure on mileage.
Corvallis & Eastern R. R. ---------- 4c
Chicago, Rock Island & Pacific, in Colorado------ 4c
Colorado Midland Ry ---------- 6c
Canadian Pacific.
- East of Vanceboro ---------- 3 1-3c
- Vanceboro to Megantic ---------- 4c
- Megantic and Newport to Montreal -------- 3 1-3c
- Montreal to Smith Falls ---------- 3 1-3c
- Montreal to Quebec ---------- 3c
- Smith Falls to Detroit, with branches west of Toronto ---------- 3c
- Montreal to Renfrow, with branch lines (except Prescott Branch.) ---------- 3 1-3c
- Prescott Branch ---------- 4c
- Renfres to Port Arthur and Sault Ste Marie--3c
- Port Arthur to Western Boundary of Manitoba, including all lines in Manitoba---- 3c
- Western boundary of Manitoba to Dunmere Junction, including branches in Assiniboia south of the main line ---------- 3½c
- Main line and all branches, Dunmere Junction to Pacific Coast (including Kootenay Steamer Line) ---------- 4c
- Prince Albert Branch ---------- 4c
- Northwestern Section in Assiniboia -------- 4c

Carrabelle, Tallahassee & Georgia ---------- 5c
Chicago & Alton Ry., Mexico to Cedar City ------ 3c
Chicago & Northwestern, Neb. and Wyo. Div.; in Wyoming and South Dakota (Black Hills District) ---------- 4c
Denver and Rio Grande, between Pueblo and Denver ---------- 4c

Denver and Rio Grande, between Pueblo and Salida ----------4½c
Denver and Rio Grande, between Pueblo and Trinidad ----------5c
Denver and Rio Grande, between all other points ----------6c
Duluth, South Shore and Atlantic, in Michigan---4c
Duluth, Missabe & Northern ----------3½c
El Paso & Southwestern R. R. ----------5c
East Tennessee & Western North Carolina ------4c
East Broad Top ----------3½c
Farmerville & Powhaten ----------4c
Florida East Coast ------Do not figure on mileage.
Frisco System.
Salem Branch, Cuba to Salem ----------4c
Aurora Division, Aurora to Greenfield------4c
Chadwick Branch, Springfield to Chadwick--4c
Bloomfield Branch, Salem to Aquilla -------4c
Deering Branch, Talipoosa to Deering ------4c
Caligoa Branch ----------4c
Georgetown & Western R. R. ----------3½c
Great Northern Ry.
Blaine, Wash., to Brownsville, B. C. --------4c
Great Falls, Mont., to Sweet Grass, Mont. ----4c
Jennings, Mont., to Morrissey Junc., B. C.---7c
Gila Valley, Globe & Northern ----------6c
Grand Trunk, Toronto to Montreal ----------3 1-3c
Grand Trunk, points east of Montreal --------3 1-3c
Grand Trunk to other points—Do not figure on mileage.
Gulf & Ship Island R. R. ----------3½c
Hancock and Calumet ----------4c
Louisiana Western Ry., Cypremort Branch ------4c
Louisville & Nashville.
Louisville & Nashville, Beardstown to Springfield, Ky. ----------4c
Louisville & Nashville, East of Pensacola --4c
Louisville & Nashville, Clarksville to Gracey-4c
Louisville & Nashville, Glasgow Junction to Glasgow ----------5c

Louisville & Nashville, Glasgow Junction to Mammoth Cave. (See Mammoth Cave R. R.)
Louisville & Nashville, Elmore to Wetumpka ----------5c
Louisville & Nashville, Prattville Junction to Prattville ----------5c
Louisville & Nashville, Selma to Flomatom--5c
Louisville & Nashville, Guthrie to Elkton----5c
Louisville & Nashville, Sandy Hook to Tuscumbia ---------- ----------4c
Louisville & Nashville, Iron City to Pinckney ---------- ----------4c
Louisville & Nashville, Owensboro to Adairville, Ky. ----------3½c
Missouri Pacific Ry., in Colorado ----------4c
Missouri Pacific Ry., Lebanon Branch, Jefferson City to Bagnell ----------4c
Missouri Pacific Ry. in Colorado.
Missouri Pacific Ry., Booneville Branch to Versailles. ----------4c
Missouri Pacific Ry., Sedalia Branch, Sedalia to Warsaw ----------4c
Morgan's La. & Texas, St. Martinsville Branch--4c
Mammoth Cave R. R., Glasgow Junction to Mammoth Cave ----------$1.25
Minneapolis & St. Louis, in South Dakota ------4c
Maricopa & Phoenix and Salt River Valley------6c
Manitoba & Northwestern ----1st class 4c, 2d class 2c
Mason City and Ft. Dodge Ry ----------4c
Monongahela River, West Virginia and Pittsburg ----------4c
Midland Ter. R. R. of Col. ---Do not figure on mileage
New York Central & Hudson River R. R.
Main Line, Buffalo to New York ----------2c
Penna. Division, Corning and North --------2c
Adirondack Division ----------3c
Penna. Division, south of Corning ----------3c
R. W. & O. Division and Putnam Division ---3c
Harlem Division, between New York and Chatham ----------2½c

New York, New Haven & Hartford ----------2½c
New York, Providence & Boston. (See N. Y., N. H. and H.) ----------2½c
Nashville, Chattanooga & St. Louis.
Fayetteville to Columbia and intermediate --4c
Fayetteville to Jeff. and intermediate ------4c
Cowan to Tracy City and intermediate ----4c
Elora to Fayetteville and intermediate ------3¼c
Dickson to Allons Creek and intermediate--3 3-4c
Oregon Pacific ----------4c
Oregon Short Line in Utah, Idaho and Montana--4c
In Wyoming. ----------5c
Paragould Southwestern Ry--5c in Arkansas 4c in Mo.
Pecos Valley & Northeastern, in New Mexico ----4c
Pecos & Northern Texas, in Texas ----------3c
Pennsylvania R. R. --------Do not figure on mileage.
Pine Bluff Arkansas River R. R. ----------5c
Quebec Central --------1st class 3 1-3c, 2nd class 2½c
Quebec Southern ----------3 1-3c
Rio Grande Southern ----------6c
Saranac & Lake Placid ----------10c
Seaboard Air Line in Virginia ----------3c
Seaboard Air Line, in North Carolina, 1st class 3¼c, 2d class 2 3-4c.
Seaboard Air Line, in South Carolina ----------3c
(There are no second class rates in Virginia and South Carolina.)
Southern Pacific ----------Do not figure on mileage
Sonora Railway ----------1st class 5c, 2nd class 3½c
San Pete Valley ----------4c
Santa Fe, Prescott & Phoenix ----------6c
Southern Railway.
All points in North Carolina ----------3¼c
Except line, Marion to Earle, N. C. --------3½c
Embreeville Junc., Tenn., to Treaty, Tenn --4c
Knoxville, Tenn., to Middleborough, Ky ----3½c
Rogersville Junction to Rogersville, Tenn--5c
St. Louis & Hannibal ----------4c
Virginia & Southern Ry ----------4c
Union Pacific.
In Kansas and Nebraska ----------3c

Wyoming, east and south of Cheyenne ------4c
Colorado ------4c
Wyoming, west of Cheyenne ------5c
Utah (except Park City Branch) ------4c
Utah, Park City Branch ------5c

Advise your General Passenger Agent at the close of the day's sales of any rates made by you, stating how figured, that he may notify you if not correct, and protect your report to the auditor. Please be sure and get a correct understanding of the above. If in doubt, advise your General Passenger Agent at once.

I. C. C. No. 30.

Supplement No. 1. No. 265. Through rates of fare from Saint Louis.

Effective February 15th, 1905.

Make following corrections and additions in through fares from St. Louis, Mo.

By order interested lines.

George Morton,
Compiler.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Abbott. . .....Neb.	.....	2	15 95	.....	1 95
Akron, via Birmingham or Tuscaloosa. . .....Ala.	.....	..	15 55	.....	1 90
Alamogordo. . .. .N. M.	.....	3	35 85	.....	4 30
do via Oklahoma City and Amarillo.	.....	3	35 85	.....	4 30
Altamonte Springs. .....Fla.	.....	2	29 35	.....	4 40
Altoona. . .....Fla.	.....	2	29 85	.....	4 45
Anadarko. . .....O. T.	.....	1	18 05	.....	2 20
do via Chickasha.	.....	1	18 05	.....	2 20
Andalusia. . .....Ala.	.....	1	18 16	.....	2 20
do via Montgomery.	.....	1	18 16	.....	2 20
Appleton City. . .....Mo.	.....	1	7 38	.....	90
Arbyrd, via Cape Girardeau or Paragould. . .....Ark.	.....	1	6 93	.....	85
Assumption .....Ill.	.....	1	2 95	.....	40
Astor. . .....Fla.	.....	2	30 45	.....	4 55
Atoka. . .....I. T.	.....	1	15 92	.....	1 95
Bay City .....Wis.	.....	1	15 88	.....	1 95
Beardstown ..... Ill.	.....	1	3 52	.....	45
Bellaire .....Ohio	.....	1	14 75	13 00	1 70
Belleville .....Ill.	.....	1	65	.....	15
Belleville .....Ont.	.....	2	23 35	18 80	2 80
Beverly, via Kansas City....Mo.	.....	1	8 15	.....	1 05
Bevier, via Hannibal.....Mo.	.....	1	5 23	.....	60
Bisbee, via El Paso or Deming (not via Benson)....Ariz.	.....	4	50 15	.....	5 65
Boonville .....Mo.	.....	1	5 08	.....	65
Brownington, via Springfield.Mo.	.....	1	7 98	.....	1 00
Brownsville, (Sweet Springs) ..... Mo.	.....	1	6 30	.....	75
Camden .....Ind.	.....	1	8 08	.....	1 00
Canton .....Ill.	.....	1	5 15	.....	60
Canton .....Ohio	.....	1	14 10	12 75	1 70
do via Ft. Wayne	.....	1	14 10	12 75	1 70
do via Cincinnati (not via Penn. Lines)	.....	..	14 10	12 75	1 70
do via Chicago	.....	1	14 10	12 75	1 70
do via Columbus and Orrville	.....	1	14 10	12 75	1 70
Canton .....Miss.	.....	1	14 85	.....	1 80
Cape Girardeau, via West Bank or Delta .....Mo.	.....	..	out	.....	out
Caruthersville, via Campbell.Mo.	.....	..	out	.....	out
Campaign .....Ill.	.....	..	4 92	.....	60
Chapin .....Ill.	.....	1	2 95	.....	35
Chester and return.....Ill.	.....	30	3 95	.....	....
Chickasawba, via Paragould.... ..... Ark.	.....	..	7 14	.....	85

§Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	3d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Clarksville ,via L. & N. R. R. ..... Tenn.	.....	1	8 55	.....	1 30
Clifton .....Ariz.	.....	5	45 00	.....	5 45
Clinton .....Mo.	.....	1	6 81	.....	85
Cole Camp .....Mo.	.....	1	5 84	.....	70
Coffeyville .....Miss.	.....	1	12 15	.....	1 50
Columbiana, via Ev. and Calera ..... Ala.	.....	2	16 34	.....	2 45
Commerce .....Mo.	.....	..	out	.....	out
do via Cape Girardeau.....	.....	..	4 35	.....	55
Crawfordsville .....Ind.	.....	1	6 81	.....	85
do via Bloomington	.....	1	6 81	.....	85
Deming .....N. M.	.....	3	37 80	.....	4 55
do via Burrton or Kansas City and La Junta or Dalhart	.....	3	37 80	.....	4 55
do via New Orleans	.....	3	37 80	.....	4 55
do via Kansas City and El Paso	.....	3	37 80	.....	4 55
De Soto .....Wis.	.....	1	12 40	.....	1 55
Dodge City .....Kan.	.....	1	17 50	.....	2 10
do via Burrton or Medora ..	.....	1	17 50	.....	2 10
Donaldson .....La.	.....	..	out	.....	out
Donaldsonville, via McGehee and Alex. or Shrev.....La.	.....	..	18 00	.....	2 20
do via New Orleans	.....	..	20 40	.....	2 20
East Winona .....Wis.	.....	1	14 05	.....	1 70
do via Chicago	.....	1	14 05	.....	1 70
Eldon .....Mo.	.....	1	4 67	.....	60
Ellinwood .....Kan.	.....	1	14 85	.....	1 80
do via Burrton	.....	1	14 85	.....	1 80
Elyria .....Neb.	.....	2	17 62	.....	2 15
Enid, via Guthrie.....O. T.	.....	2	16 65	.....	1 90
Eutaw, via Tuscaloosa or Meridian .....Ala.	.....	2	15 55	.....	1 90
do via Evans. and Birmingham	.....	2	15 55	.....	1 90
do via Memphis or Holly Springs, or Tupelo and Birmingham	.....	2	15 55	.....	1 90
Flatonia .....Tex.	.....	3	24 25	.....	2 90
do via San Antonio	.....	3	26 65	.....	3 20
do via Waco or Houston	.....	3	24 25	.....	2 90
do via New Orleans	.....	3	26 65	.....	3 20
do via Kansas City	.....	3	24 25	.....	2 90
Ft. Ogden, via River Junction ..... Fla.	.....	2	33 05	.....	4 95
do via Waycross or Montgomery	.....	2	33 05	.....	4 95
do via Cincinnati	.....	2	33 05	.....	4 95

‡Continuous passage only.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Ft. Ogden, via Holly Springs and Everett	.....	2	33 05	.....	4 95
Fountain City ..... Wis.	.....	1	14 30	.....	1 80
Fruitland Park ..... Fla.	.....	2	29 25	.....	4 40
Fulton ..... Ark.	.....	1	14 22	.....	1 75
Gallatin, via Edgefield Jc. Tenn.	.....	2	10 14	.....	1 55
Geary, via Brinkley, Wister, Holdenville or Oklahoma City ..... O. T.	.....	1	17 70	.....	2 15
do via El Reno	.....	1	17 70	.....	2 15
Georgeton ..... Tex.	.....	2	23 65	.....	2 90
do via Kansas City	.....	2	23 65	.....	2 90
Glen Haven ..... Wis.	.....	1	11 00	.....	1 35
Granby, via Webb City..... Mo.	.....	..	9 35	.....	1 15
Greenfield ..... Ill.	.....	1	1 82	.....	25
Guaymas, via El Paso...Sonora	.....	6	64 65	60 95	....
do via New Orleans	.....	6	64 65	60 95	....
do via Kansas City or Burrton, (A. T. and S. F.) and Deming	.....	6	64 65	60 95	....
Guthrie ..... O. T.	.....	1	15 65	.....	1 95
do via Frisco System and Wichita or Ark. City	.....	1	15 65	.....	1 95
do via Enid and D. E. & G. R. R.	.....	1	15 65	.....	1 95
do via Kansas City	.....	1	15 65	.....	1 95
Haileyville, via Brinkley or Wister ..... I. T.	.....	1	14 60	.....	1 75
Hammond ..... Ill.	.....	1	4 15	.....	50
Hartshorne ..... I. T.	.....	2	14 60	.....	1 75
do via So. McAlester or Wister	.....	2	14 60	.....	1 75
Havana, via Miami or Port Tampa ..... Cuba	.....	10	C37 35	.....	4 50
do via Mobile and Munson Line Steamer	.....	10	C37 35	.....	4 50
Havana, via New Orleans and So. Pac. Co. Steamers...	.....	10	C37 35	.....	4 50
do via New Orleans and So. Pac. Co. Steamers	.....	..	out	.....	out
do via New Orleans and So. Pac. Co. Steamers	.....	..	out	.....	out
do via New Orleans rail and Port Tampa or Miami....	.....	10	54 53	.....	6 55
Henryetta ..... I. T.	.....	1	14 36	.....	1 75
Hernando, via Memphis ..Miss.	.....	1	9 85	.....	1 20
Homosassa ..... Fla.	.....	2	29 70	.....	4 45
Hornersville, via Paragould..Mo.	.....	1	7 14	.....	85

‡Continuous passage only.
C—Includes meals and stateroom accommodations on steamer.

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. See Cover
Independence, via Cherryvale ..... Kan.	.....	1	10 95	.....	1 35
Jacksonville, via New Orleans ..... Fla.	.....	2	37 35	.....	4 50
Jarilla Junction .....N. M.	.....	2	37 35	.....	4 50
Jeffersonville .....Mo.	.....	1	3 72	.....	45
Jenny Lind, via Little Rock..Ark.	.....	2	15 53	.....	1 90
Kansas City, via Springfield.Mo.	.....	1	10 75	.....	1 30
Kellerton, via Burlington and Chariton .....Iowa	.....	1	10 07	.....	1 30
do via St. Joseph	.....	1	10 38	.....	1 30
Kellyville .....I. T.	.....	1	13 39	.....	1 65
Kewanee ..... Ill.	.....	1	6 55	.....	80
Key West, via Miami or Port Tampa .....Fla.	.....	3	37 35	.....	4 50
Kingston (Luzerne Co.)..... Pa.	.....	..	22 00	19 25	2 65
Kissimmee .....Fla.	.....	2	30 05	.....	4 50
Krebs .....I. T.	.....	1	14 60	.....	1 75
do via Wister	.....	1	14 60	.....	1 75
Laurel, via Jackson, Miss., or Meridian .....Miss.	.....	1	17 25	.....	2 10
Leland .....Miss.	.....	1	13 40	.....	1 65
Lewistown .....Ill.	.....	1	4 75	.....	60
Lexington .....Mo.	.....	1	6 92	.....	85
London .....Ohio.	.....	1	10 20	.....	1 25
do via Cincinnati	.....	1	10 20	.....	1 25
Maiden Rock .....Wis.	.....	2	15 65	.....	1 95
do via Chicago	.....	1	15 65	.....	1 95
Maitland .....Fla.	.....	2	29 43	.....	4 45
Marion, via Hoxie or Jonesboro ..... Ark.	.....	..	out	.....	out
do via Cape Girardeau	.....	1	8 73	.....	....
do via Springfield	.....	1	14 15	.....	1 70
Marion .....Mo.	.....	1	4 14	.....	50
McComb .....Miss.	.....	1	17 90	.....	2 15
Medora .....Ind.	.....	1	7 16	.....	95
Menard, via Percy or Sparta..Ill.	.....	1	2 21	.....	....
Micanopy .....Fla.	.....	2	27 65	.....	4 15
Milledgeville .....Ill.	.....	1	8 75	.....	1 15
Minneapolis, via Council Bluffs ..... Minn.	.....	2	21 25	.....	2 55
New Orleans, via Mobile....La.	.....	..	out	.....	out
Newport, via New York and rail and Wickford Landing .....R. I.	Add $5.00 to N. Y. rate.				
New York, via Vandalia-Pennsylvania .....N. Y.	.....	..	23 50	20 00	2 85
Norfolk, via Greensboro ....Va.	.....	2	23 15	19 95	2 75
North Jefferson .....Mo.	.....	1	3 72	.....	45
Oakland, via Memphis.....Miss.	.....	2	11 55	.....	1 40
Odin, via Ashley .....Ill.	.....	1	2 12	.....	30

ST. LOUIS TO	1st Class Unlimited	Days' Transit limited	1st Class limited	2d Class limited	Ex. Bag. Per 100 Lbs. Sec Cover
Orange City Junc. via Plant System ..... Fla.	.....	2	28 65	.....	4 30
do via Florida East Coast Ry.	.....	2	28 65	.....	4 30
Orange Park .....Fla.	.....	2	25 65	.....	3 85
Owensville .....Mo.	.....	1	2 62	.....	45
Paris .....Ill.	.....	1	5 00	.....	60
Pepin .....Wis.	.....	2	15 27	.....	1 90
Purcell .....I. T.	.....	1	17 01	.....	2 10
do via Kansas City	.....	1	17 01	.....	2 10
do via Frisco System, Arkansas City or Wichita ..	.....	1	17 01	.....	2 10
Ravenden, via Cape Girardeau and Hoxie .....Ark.	.....	1	7 56	.....	90
Rock Falls .....Ill.	.....	1	8 47	.....	1 00
Rushville .....Ill.	.....	1	4 68	.....	70
Sabinas, via Eagle Pass....Mex.	.....	4	35 85	34 60	....
St. Thomas .....Ont.	.....	2	15 99	.....	1 95
do via Cincinnati	.....	2	15 99	.....	1 95
do via Chicago	.....	1	15 99	.....	1 95
San Antonio .....Fla.	.....	2	30 30	.....	4 55
Sanford .....Fla.	.....	2	29 00	.....	3 50
San Jose, via Barstow and Los Angeles .....Cal.	67 50	..	57 50	47 50	8 10
Santa Rosa .....N. M.	.....	2	28 40	.....	3 45
Sedalia .....Mo.	.....	1	5 62	.....	70
Seymour .....Mo.	.....	1	8 24	.....	1 00
Shreveport, via Paris .....La.	.....	3	17 75	.....	2 00
Sibley, via Shreveport .....La.	.....	2	16 71	.....	2 00
do via Meridian	.....	2	16 60	.....	2 00
Sigel, via Mt. Pulaski.....Ill.	.....	1	3 84	.....	45
Steubenville .....Ohio	.....	1	14 75	13 00	1 80
do via Toledo	.....	1	14 75	13 00	1 80
do via Chicago	.....	1	14 75	13 00	1 80
Streator .....Ill.	.....	1	5 65	.....	70
do via Dwight or Forest.....	.....	1	5 65	.....	70
Sulphur Springs, via Sapulpa & Sculin .....I. T.	.....	2	17 50	.....	2 10
Sutherland .....Fla.	.....	7	31 55	.....	4 75
Tarpon Springs .....Fla.	.....	2	31 55	.....	4 70
Thebes, via Tamms .....Ill.	.....	1	4 22	.....	55
Tipton ..... Mo.	.....	1	4 85	.....	60
Tolono ..... Ill.	.....	1	4 64	.....	60
Tolono, via Ashley or Effingham	.....	1	4 64	.....	60
Trenton ..... Ky.	.....	1	8 19	.....	1 25
Tucumcari .....N. M.	.....	2	26 00	.....	3 15
Umatilla .....Fla.	.....	2	29 70	.....	4 45
Vaughan ..... Miss.	.....	1	14 45	.....	1 75
Vermont ..... Ill.	.....	1	4 23	.....	65
Versailles ..... Mo.	.....	1	5 18	.....	70
Vicksburg, via M. & O. and Meridian .....Miss.	.....	1	15 80	.....	1 90
Warrensburg .....Mo.	.....	1	6 51	.....	80

Waterville	Minn.	.....	2	14 85	.....	1 80
do via Chicago		.....	2	14 85	.....	1 80
Waverly, via Buffalo Suspension Bridge or Salamanca,	N.Y.	.....	*	20 50	18 00	2 50
Welshton	Fla.	.....	2	28 65	.....	4 30
West Point, via Buffalo or Suspension Bridge	N. Y.	.....	*	22 00	19 25	2 65
Willow Springs, via Cape Girardeau	Mo.	.....	..	9 40	.....	1 15
Windsor	Mo.	.....	1	6 25	.....	75
Winslow	Ark.	.....	1	11 29	.....	1 35
York, via Birmingham	Ala.	.....	2	15 55	.....	1 90
do via Meridian		.....	2	15 55	.....	1 90
do via Tuscaloosa		.....	2	15 55	.....	1 90

Please refer to page 3 and correct Rule 26 to read as follows:

26. Tickets must not be sold from St. Louis proper via Kansas City to points east of the line of the H. & T. C. R. R., but not including Houston and Galveston.

Connecting lines are not authorized to sell via St. Louis and Kansas City to Texas points east of the line above described.

NOTE.—Eliminate in the body of the sheet prefix * from all rates on and west of the line described above. (Rule 26 noted herein.)

Eliminate Note "O" from bottom of page 11.

§Continuous passage only.

COMPLAINANT'S EXHIBIT NO. 24.

STATEMENT OF JOINT EARNINGS, AUGUST, 1892.

	Bridge St. L.	W. Ferry	Amt.	Mer. Br.	Total.
No. of Cars	20,368	7,921	28,289	8,014	36,303
Gross Earnings.	$99,405.75	$45,295.21	$144,700.96	$33,812.20	$178,513.16
Deductions Allowed	5,210.62	6,093.64	11,304.26	2,928.70	14,232.96
Net Earnings	94,195.13	39,201.57	133,396.70	30,883.50	164,280.20
Aver'g per Car	4.63	4.95	4.72	3.85	4.53
Proportions allotted	92,802.54	38,621.62	131,424.16	32,856.04	164,280.20
Excess earn'gs.	1,392.59	579.95	1,972.54	.....	1,972.54
Deficit Earn'gs.	.....	.....	.....	1,972.54	1,972.54
Excess Cars	307	128	435	.....	435
Deficit Cars	.....	.....	.....	435	435
Percentages Earnings	57.24	23.87	81.21	18.79	100
Percentages Cars	56.10	21.82	77.92	22.08	100

COMPLAINANT'S EXHIBIT NO. 25.

STATEMENT OF JOINT EARNINGS, MARCH, 1892.

	St. L. Bridge	Merch. Br.	Wlg. Ferry	Total
No. of Cars	19,850	6,497	7,671	34,018
Gross Earnings	$98,590.61	$25,191.54	$42,241.63	$166,023.78
Deductions Allowed	6,290.53	1,154.00	4,558.07	12,002.60
Net Earnings	92,300.08	24,037.54	37,683.56	154,021.18
Average per Car	4.65	3.70	4.91	4.53
Proportions Allowed	86,400.21	32,344.45	35,276.52	154,021.18
Excess Earnings	5,899.87	.....	2,407.04	8,306.91
Deficit Earnings	.....	8,306.91	.....	8,306.91
Excess Cars	1,302	.....	531	1,833
Deficit Cars	.....	1,833	.....	1,833
Percentages Earnings	59.92	15.61	24.47	100
Percentages Cars	58.35	19.10	22.55	100

(Signed.) S. D. WEBSTER.

Complainant's Exhibit No. 28.

From the Merchants' Exchange of St. Louis.

BUSINESS OF THE ST. LOUIS BRIDGES, AND THE FERRIES FOR 1905.

And Comparison with Previous Years.

Amount of Freight in Tons Transferred Across the River at St. Louis During 1905.

FROM ST. LOUIS TO EAST ST. LOUIS, VENICE, MADISON AND CARONDELET.

By.	Cars.	Tons.	Tot. Tons.
The Eads Bridge	119,111	1,818,142	2,418,142
The Eads Bridge by wagon (est.)	.....	600,000	
The Merchants' Bridge	70,932	.....	1,206,834
The Wiggins Ferry	56,316	1,238,930	1,776,026
The Wiggins Ferry by wagon	.....	537,096	
The Ivory Ferry	24,017	.....	573,463
The Interstate Car Transfer	16,611	.....	363,253
The Madison County Ferry	.....	.....	65,000
The Waterloo & Carondelet Turnpike & Ferry Co.	.....	.....	6,166
Total tons West to East during 1905			6,508,884
Total tons West to East during 1904			5,526,745
Total tons West to East during 1903			5,368,462
Total tons West to East during 1902			5,630,756
Total tons West to East during 1901			5,377,208

Total tons West to East during 1900	5,425,044
Total tons West to East during 1899	4,814,136
Total tons West to East during 1898	4,159,809
Total tons West to East during 1897	3,643,187
Total tons West to East during 1896	2,984,450
Total tons West to East during 1895	2,825,077

The Eads Bridge	158,613	3,506,126	4,306,126
The Eads Bridge by wagon (est.)	.....	800,000	

FROM EAST ST. LOUIS, CARONDELET, MADISON AND VENICE TO ST. LOUIS.

By.	Cars.	Tons.	Tot. Tons.
The Merchants' Bridge	67,400	.....	1,446,725
The Wiggins Ferry	81,071	1,986,239	2,616,603
The Wiggins Ferry by wagon	.....	630,364	
The Ivory Ferry	36,843	.....	992,020
The Interstate Car Transfer	5,979	.....	202,416
The Madison County Ferry	.....	.....	57,504
The St. Clair Ferry Co.	.....	.....	20,000
The Waterloo & Carondelet Turnpike & Ferry Co.	.....	.....	12,498

Total tons East to West during 1905	9,653,892
Total tons East to West during 1904	9,541,764
Total tons East to West during 1903	9,538,096
Total tons East to West during 1902	8,943,159
Total tons East to West during 1901	7,933,560
Total tons East to West during 1900	6,415,096
Total tons East to West during 1899	6,659,621
Total tons East to West during 1898	5,984,533
Total tons East to West during 1897	5,446,074
Total tons East to West during 1896	5.096,966
Total tons East to West during 1895	5,627,882
Total both ways 1905	16,162,776
Total both ways 1904	15,068,509
Total both ways 1903	14,906,558
Total both ways 1902	14,573,924
Total both ways 1901	13,310,768
Total both ways 1900	11,840,140
Total both ways 1899	11,473,757
Total both ways 1898	10,144,342
Total both ways 1897	9,089,261
Total both ways 1896	8,081,416
Total both ways 1895	8,452,959

STATEMENT SHOWING AMOUNT OF FREIGHT, IN TONS, RECEIVED AT ST. LOUIS BY EACH RAILROAD AND RIVER, FOR THREE YEARS.

Route.	1905.	1904.	1903.
Chicago & Alton R. R. (Mo. Div.)	256,594	267,902	252,491
Missouri Pacific R. R.	1,848,453	1,822,470	1,833,429
St. Louis & San Francisco R. R.	1,177,744	803,868	648,735
Wabash Railway (West)	583,095	767,585	717,956

Chicago, Rock Island & Pacific R. R.	239,791	249,689	215,913
Missouri, Kansas & Texas R. R.	434,581	420,133	395,910
St. Louis-Southwestern Ry.	543,842	220,178	126,471
St. Louis, Iron Mountain & Southern R. R.	2,681,033	2,341,864	2,307,955
Illinois Central R. R.	1,818,084	1,867,312	1,885,388
Louisville & Nashville R. R.	1,000,051	1,394,573	1,252,772
Mobile & Ohio R. R.	2,219,629	1,796,127	1,531,480
Southern R. R.	1,154,760	2,136,643	1,292,94[illegible]
Baltimore & Ohio Southwestern R. R.	1,088,998	1,022,474	1,135,325
Chicago, Alton & St. Louis R. R. (Main Line)	411,402	499,890	589,116
Cleveland, Cincinnati, Chicago & St. Louis R. R.	622,718	608,617	676,182
Vandalia R. R.	1,106,702	1,049,293	999,402
Wabash Railroad (East)	1,055,722	993,028	992,019
Toledo, St. Louis & Western R. R.	661,855	432,745	479,956
Chicago, Peoria & St. Louis R. R.	534,359	1,026,408	1,111,658
Chicago, Burlington & Quincy R. R. (East)	538,056	451,131	392,313
Chicago, Burlington & Quincy R. R. (West)	1,195,155	1,261,452	1,186,972
Chicago & Eastern Illinois R. R.	226,811	33,500	.....
St. Louis, Troy & Eastern R. R.	935,372	1,085,068	1,013,514
Litchfield & Madison R. R.	510,425	.....	.....
Belleville & Southern R. R.	38,641	37,003	27,117
St. Louis & Belleville Electric Ry.	370,006	359,586	274,446
St. Louis & O'Fallon Ry.	541,591	371,332	240,930
East St. Louis & Suburban Ry. Co.	120,220	.....	.....
Upper Mississippi River	31,190	25,405	32,705
Lower Mississippi River	107,520	132,585	160,085
Illinois River	8,725	9,430	12,035
Missouri River	3,580	2,685	1,415
Ohio River	125,755	102,400	111,435
Cumberland & Tennessee Rivers	11,870	18,920	18,035
Upper Mississippi River by Rafts	1,210	3,945	4,700
Total in tons	24,205,540	23,615,241	21,920,813
Total by Rail	23,915,690	23,319,871	21,580,403
Total by River	289,850	295,370	340,410

STATEMENT SHOWING THE AMOUNT OF FREIGHT, IN TONS, SHIPPED FROM ST. LOUIS BY EACH RAILROAD AND RIVER FOR THREE YEARS.

Route.	1905.	1904.	1903.
Chicago & Alton R. R. (Mo. Div.)	296,163	235,358	236,622
Missouri Pacific R. R.	1,359,096	1,345,172	1,174,858
St. Louis & San Francisco R. R.	1,300,619	1,329,301	1,325,513
Wabash Railway (West)	291,136	274,411	477,252
Chicago, Rock Island & Pacific R. R.	300,151	149,430	122,681

Missouri, Kansas & Texas R. R..	330,050	264,239	302,972
St. Louis Southwestern Ry.....	151,115	104,047	72,120
St. Louis, Iron Mountain & Southern R. R.	2,160,986	1,537,992	1,806,448
Illinois Central R. R.	1,080,530	841,363	876,000
Louisville & Nashville R. R.....	480,074	736,964	528,860
Mobile & Ohio R. R.....	1,228,563	1,154,938	993,359
Southern R. R.	957,987	1,182,238	628,030
Baltimore & Ohio Southwestern R. R.	316,031	290,083	275,168
Chicago, Alton & St. Louis R. R. (Main Line)	461,626	402,602	396,426
Cleveland, Cincinnati, Chicago & St. Louis R. R.....	454,429	375,308	321,044
Vandalia R. R.	567,464	498,145	434,973
Wabash Railway (East)	1,050,407	878,270	792,584
Toledo, St. Louis & Western R. R.	571,967	553,699	389,162
Chicago, Peoria & St. Louis R. R.	466,807	473,146	492,754
Chicago, Burlington & Quincy R. R. (East)	458,033	410,859	496,765
Chicago, Burlington & Quincy R. R. (West)	751,471	662,902	827,585
Chicago & Eastern Illinois R. R..	126,417	30,727	.....
Litchfield & Madison R. R.....	64,851	.....	.....
Upper Mississippi River	25,730	21,775	44,855
Lower Mississippi River	35,295	46,320	146,498
Illinois River	6,225	5,605	8,825
Missouri River	4,705	2,620	2,345
Ohio, Cumberland and Tennessee Rivers	8,620	6,245	9,684
Total in Tons	15,306,548	13,813,759	13,183,383
Total by Rail	15,225,973	13,731,194	12,971,176
Total by River	80,575	82,565	212,207

LOCAL AND THROUGH TONNAGE.

	1904		1905	
	Tons.	Per ct.	Tons.	Per ct.
Total tons freight received, local.	16,176,993	68.51	16,574,015	68.47
Total tons freight rec'd, through	7,438,248	31.49	7,631,525	31.53
Tons freight rec'd by rail, local..	15,881,623	68.10	16,284,165	68.09
Tons freight rec'd by rail, through	7,438,248	31.90	7,631,525	31.91
Tons freight, excluding coal, received by rail, local.....	9,468,220	57.63	9,868,211	58.00
Tons freight, excluding coal, received by rail, through	6,958,919	42.37	7,145,284	42.00

AMOUNT OF COAL RECEIVED IN ST. LOUIS.

Route.	1905. Tons.	1904. Tons.	1903. Tons.	1902. Tons.
Baltimore & Ohio S. W. R.R.	606,641	615,516	679,411	682,275
Chicago, Alton & St. L. R.R.	.....	1,732	47,993	23,542

C. C. C. & St. Louis R. R...	166,165	187,240	216,930	160,638
Vandalia R. R.	655,154	626,151	530,035	509,619
Illinois Central R. R.	881,874	932,959	985,811	1,061,585
Wabash R. R.	321,227	184,800	138,073	138,198
Louisville & Nashville R. R.	495,952	670,538	798,107	594,745
Southern R. R.	789,994	1,114,243	822,234	646,996
Mobile & Ohio R. R.	140,606	173,205	209,340	335,384
Toledo, St. L. and Western R. R.	59,942	57,941	50,974	49,014
Chicago, Peoria & St. L. R.R.	.....	393,375	389,393	412,218
St. Louis & O'Fallon R. R.	541,091	371,332	240,930	66,264
St. L. I. M. & So. R. R. (Ill. Div.)	209,195	40,763	6,217	3,480
St. L., Belleville & So. R.R.	38,641	37,003	27,117	39,787
St. L., Troy & Eastern R. R.	922,204	1,076,348	1,010,094	755,340
St. L. & Bellev. Electric R.R.	370,006	359,586	274,446	169,209
Chicago & Eastern Ills. R.R.	122,657	.....	.....	.....
Litchfield & Madison R. R..	460,126	.....	.....	.....
East St. L. & Suburban R. R.	120,220	.....	.....	.....
From Ohio River	125,755	101,200	107,680	58,500
Total Tons	7,027,950	6,993,932	6,534,785	5,706,794

Receipts of Anthracite Coal Inclusive in Above Receipts.

1891....139,050 tons	1896....218,955 tons	1901....200,797 tons
1892....187,327 tons	1897....172,933 tons	1902.... 60,944 tons
1893....173,653 tons	1898....225,669 tons	1903....165,920 tons
1894....186,494 tons	1899....292,118 tons	1904....155,097 tons
1895....207,784 tons	1900....180,550 tons	1905....158,843 tons

	Local. Tons.	Through. Tons.
Receipts of Anthracite Coal in 1899.....	261,471	30,647
Receipts of Anthracite Coal in 1900.....	159,208	21,342
Receipts of Anthracite Coal in 1901.....	193,673	7,124
Receipts of Anthracite Coal in 1902.....	58,349	2,595
Receipts of Anthracite Coal in 1903.....	152,765	13,155
Receipts of Anthracite Coal in 1904.....	148,095	7,002
Receipts of Anthracite Coal in 1905.....	154,442	4,401

	Tons.
Receipts of Coke, 1900	158,858
Receipts of Coke, 1901	212,608
Receipts of Coke, 1902	163,600
Receipts of Coke, 1903	205,465
Receipts of Coke, 1904	171,162
Receipts of Coke, 1905	222,305

Complainant's Exhibit in Kahle Testimony (seven pages).

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 12/7, 1905. Pro. No. 18269.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling Number	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Present Car Number
					B. & O. S-W.	15685

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					S. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
1 Bx. Harness	15		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. Kelahan 12/7

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, G. City, 1/18, 1906. Pro. No. 25151.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Present Car Number
					L. V.	71100

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					S. H. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
4 Bdl. Weights	100		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. Kelahan 1/19

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, G. City, 1/11, 1906. Pro. No. 20518.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Present Car Number
					C. & N. W.	5458

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					G., W. & H. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
1 Bx. Hdw.	20				
1 Crt. W. Mach.	80				
1 Bdl. (6) M. Hoes	40				
	140		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. Kelahan.

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 1/3, 1906. Pro. No. 15600.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Initial	Present Car Number
					I. C.	19427

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					G., W. & H. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
1 Bx. Hdw.	110				
2 Crt. Spittoons	35				
1 Crt. W. Machine	45				
	190		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Signed) J. R. Kelahan 1/5

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 2/8, 1906. Pro. No. 18910.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Initial	Present Car Number
					I. C.	17931

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					G., W. & H. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
1 Bx. Guns	100				
1 Bx. Gas Mantles	5				
2 Roll Poul. Netting	100				
1 Bdl. (3) Shovel	30				
	235		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. K.

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 2/5, 1906. Pro. No. 35909.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Present Car Number
					L. E. W.	10645

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					G., W. & H. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
1 Bx. Hardware	100				
1 Bx. R. Ware	60				
1 Bx. Wrenches	10				
1 Vise	25				
1 P. H. Digger	20				
1 Bdl. Rods	25				
1 Bdl. (4) Spades	10				
1 Bdl. (3) Sand Riddles					
	260		25c		25c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. Kelahan.
(Marked) PD. 2/6

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 2/18, 1906. Pro. No. 25888.

Consigned to Kahle & McLeod, at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Number
					Big 4	44927

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis					G., W. & H. Hdw. Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
2 Bx. Hdw.	170				
1 Bx. Shells	60				
3 Bx. Wire Brads	75				
1 Bdl. (24) Chair Seats	20				
9 Bdl. Sash Weights	504				
1 Ex. Ladder	80				
	909		45c		45c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. Kelahan 2/19

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Complainants' Exhibit in Buente Testimony (page 1).

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. C., 8/3, 1906. Pro. No. 16895.

Consigned to Buente Bros., at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Number
					M. & O.	8638

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
St. Louis, Mo.					H. B. Shoe Co.

Articles and Marks	Weight	Rate	Freight	Transfer	Total
2 cs. Boots and Shoes	250			25c	25c
					40c
					65c

Received payment,
A. S. Johnson, Freight Agent,
Per (Sgd.) J. R. K. 8/3

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Complainants' Exhibit in Buente Testimony (page 2).

Form 1145.

UNION FREIGHT DEPOT—FREIGHT BILL.

St. Louis, Mo., G. City, 8/3, 1906. Pro. No. 16901.

Consigned to Bennett Bros. at Yard.

To *St. Louis Merchants' Bridge Terminal Ry. Co.*, Dr.

Railroad From	Rebilling No.	Reference Date	Eastern Pro.	Original Car	Present Car Initial	Number
L. & N.					M. & O.	8638

Station From	Way-Bill Number	Reference Date	Orig. Pt. of Shipment	Via Fast Frt. Line	Consignor
Evans			Nash.		

Articles and Marks	Weight	Rate	Freight	Transfer	Total
5 cs. Shoes	200		85c	25c	1.10

Received payment,
A. S. Johnson, Freight Agent,
Per J. R. K. 8/3

In case of Loss, Damage or Overcharge on the property represented by this Bill, please present claim within twenty-four hours after delivery (accompanied by Bill of Lading and papers supporting claim) at office of the Railway Company or Line over which transported, and it will be promptly attended to.

Complainants' Exhibit "Ward Receipt," Oct. 1, 1906.

Shipping Order.

Received in good order from

MORRIS A. HEIMANN MANUFACTURING CO.,

Salesroom, 713 Washington Ave.; Factory, South 13th St. from Morrison Ave. to Rutger St.,

The following articles named below, to be delivered in like good order:

No. 6519. St. Louis, Mo., 9/26, 1906.

To G. F. M. Ward,
At Mt. Vernon, Ill.
Via L. & N.

Marks.....

Subject to R. R. Company's Bill of Lading.

If.....Times 1st Class	If 1st Class	If 2d Class	If 3d Class	If 4th Class	If 5th Class	If 6th Class	IF SPECIAL Class Rate

No.	Articles	Weight
	Show Cases Boxed	
	Show Cases K. D.	
	Box Hardware	
	Box Ribbed Glass	
	Box Mirror Under 5 Feet	
1	Box Woodenware	37
	Box Wax Figures	
	Crate P. M. Forms	
	Crate Wood Rack K. D.	
	Crate Wood Stand	

Owner's risk released if lower classification.

(2)

....., Agent.

Per.....

Complainants' Exhibit in Testimony Mr. Nulfing.

Form 105—500,000.

(*Bill of Lading.*)

Special attention is called to the rules and regulations on the face and back of this bill of lading.

DURHAM & SOUTHERN RAILWAY COMPANY.

R. I. Cheatham, General Manager, Durham, N. C.;

E. Thomason, Auditor, Durham, N. C.

*The shipper may elect to accept the conditions printed or written on the face and back hereof, and the reduced rates applying thereunder, or may, as provided below, require the carriage of the property at carrier's liability.

If the shipper elects not to accept the said reduced rates and conditions, his failure to sign the Acceptance Clause provided below will be accepted as notice of such intention, and the property will be at the carrier's liability, limited only as provided by common law, by the laws of the United States and of the several states, in so far as they may apply. Property thus carried will be charged twenty (20) per cent. higher (subject to a minimum increase of one (1) cent per hundred pounds) than if shipped subject to the printed conditions printed or written on the face and back hereof.

Received by the Durham & Southern Railway Company, at Durham Station, 9/5, 1906, from Blackwell's Durham Tobacco Co., the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier agrees to carry to said destination if on its own road, or otherwise to deliver to another carrier on the route to said destination.

In consideration of the rate charged, under the conditions of this Bill of Lading, it is mutually agreed as to each carrier, severally, but not jontly, of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, on the face and back thereof, all of which are agreed to by the

shipper as owner or agent for the owner, and accepted for himself and his assigns as just and reasonable, as evidenced by the signing of this bill of lading by the shipper as owner, or agent for the owner.

Marks and Numbers	Articles	Weight (Subject to Correction)
9831 Pd.		
Consignee: Gildehaus, Mulling & Co.	Bales Smoking Tobacco 8 Cases Smoking Tobacco	235
Destination Place: St. Louis	Cases Cases	
County State: Mo.		
Consignee's address as information only, and not for purposes of delivery.		Care S. A. L.
CAR (Initial..... (Number.....		

ACCEPTANCE CLAUSE.—Receive, carry and deliver the articles described above, subject to the conditions on the face and back hereof (see * above).

Blackwell's Durham Tobacco Co.,
Shipper, as Owner or Agent for the Owner.

Charges advance ..... $.....
and ..... $.....

....., Agent.

(The signature of the Agent here acknowledges only the receipt of the property, and the charges advanced, if any.)

The Blank Spaces Below Must Not Be Filled Up by the Shipper.

The rate of freight from Durham, N. C., to_____ is in cents

Per One Hundred Pounds.

If.....Times
1st Class If 1st Class If 2d Class If 3d Class If 4th Class If 5th Class

If 6th Class If Class A If Class B If Class C If Class D If Class E

If Class H If Class H Per Bbl. If Class F Per ..... If Special

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S. H. Reames, Agent.

(The signature of the Agent here acknowledges only the rate given.)

Received $308 to apply in prepayment of the charges on the property described above.

----------, Agent.

(The signature of the Agent here acknowledges only the amount prepaid.)

Not Negotiable.—If the word *"Order"* is written immediately before or after the name of the party to whose order the property is consigned, the surrender of this Bill of Lading, properly endorsed, shall be required before the delivery of the property at destination, as provided by Section 8 on the back hereof.

DURHAM & SOUTHERN RAILWAY.

Conditions.

1. No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto by causes beyond its control; or by floods, fire, jettison, ice, collision, delay or quarantine; or by robbers, riots, strikes or stoppage of labor; or by leakage, breakage, chafing, loss in weight, decay, vermin, changes in weather, heat, frost or wet; or for country damage on cotton or from any cause if it be necessary or is usual to carry such property upon deck or upon open cars.

2. No carrier is bound to carry said property by any particular train or vessel, or in time for any particular market, or otherwise than with as reasonable dispatch as its general business will permit. Every carrier shall have the right, in case of necessity, to forward said property by any carrier between the point of shipment and the point to which the rate is given. All additional risks and increased expenses incurred by reason of change of route in cases of necessity shall be borne by the owner of the goods, and be a lien thereon.

3. No carrier shall be liable for loss or damage not

occurring on its portion of the route, nor after said property is ready for delivery to consignee. The amount of any loss or damage for which any carrier becomes liable shall be computed at the value of the property at the place and time of shipment under this bill of lading, unless a lower value has been agreed upon or is determined by the classification upon which the rate is based, in either of which events such lower value shall be the maximum price to govern such computation. Claims for loss or damage must be made in writing to the agent at point of delivery promptly after arrival of the property, and if delayed for more than thirty days after the delivery of the property, or after due time for the delivery thereof, no carrier hereunder shall be liable in any event. Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been affected upon or account of said property.

4. All property shall be subject to necessary cooperage, baling and repairs at owner's cost. Each carrier over whose route cotton is to be carried hereunder shall have the privilege of compressing the same, and shall not be held responsible for deviation or unavoidable delays in procuring such compression.

Grain in bulk, consigned to a point where there is an elevator may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered, and placed with other grain of the same kind, without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder. No carrier shall be liable for differences in weight or for shrinkage of any grain or seed carried in bulk.

5. Property not removed by the person or party entitled to receive it within twenty-four hours after its arrival at destination may be kept in the vessel, car, depot or place of delivery, of the carrier, at the sole risk of the owner of said property, or may be, at the option of the carrier, removed and otherwise

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stored at the owner's risk and cost, and there held subject to lien for all freight and other charges. The delivering carrier may make a reasonable charge per day for the detention of any vessel or car and for use of track after the car has been held forty-eight hours for unloading, and may add such charge to all other charges hereunder, and hold said property subject to a lien therefor. Property destined to or taken from a station or wharf at which there is no regularly appointed agent shall be entirely at risk of owner when unloaded from or loaded into a car or vessel; and when received from or delivered on private or other sidings or wharves shall be at owner's risk until the cars are attached to and after they are detached from trains, or until loaded into and after unloaded from vessel.

6. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any article of extraordinary value not specifically rated in the published classification, unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

7. Every party, whether principal or agent, shipping inflammable, explosive or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for all loss or damage caused thereby, and such goods may be warehoused at owner's risk and expense or destroyed without compensation.

8. If the word "order" is written hereon immediately before or after the name of the party to whose order the property is consigned, without any condition or limitation other than the name of a party to be notified of the arrival of the property, the surrender of this bill of lading properly indorsed shall be required before the delivery of the property at destination. If any other than the aforesaid form of consignment is used herein, the said property may, at the option of the carrier, be delivered without requiring the production or surrender of this bill of lading.

9. Owner or consignee shall pay freight, and average, if any, and all other charges accruing on said property, before delivery and according to weights as ascertained by any carrier hereunder; and if upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped, and at the tariff rates and under the rules provided for by published classification.

10. This bill of lading is signed for the different carriers who may engage in the transportation, severally but not jointly, each of which is to be bound by and have the benefits of the provisions thereof; and in accepting this bill of lading, the shipper, owner and consignee of the goods and the holder of the bill of lading agree to be bound by all of its stipulations, exceptions and conditions, whether printed or written.

11. If all or any part of said property is carried by water, such water carriage shall be performed subject to statutory acts, and to all the conditions, whether printed or written, contained in this bill of lading, including the condition that no carrier by water shall be liable for any loss or damage resulting from explosion, accident to boilers or machinery, or from any latent defects in hull, machinery or appurtenances, existing before, at the time, or after shipment or sailing on the voyage, or unseaworthiness, provided the owners have exercised due dilligence to make the vessel seaworthy; nor shall negligence be presumed against any carrier.

The carrier shall have liberty to transfer, to tranship, to lighter, to call at any port or ports, to tow and be towed, to deviate, to assist vessels in distress, to navigate without pilots, and to load and discharge goods at any time.

If goods are landed by agreement between any of the parties hereto, and carrier at any other than the regular wharf, station or landing of the carrier, each separate package or article shall be at the risk of the owner immediately upon such discharge.

It is agreed that if any goods are sold short of ultimate destination, each carrier that has completed his part of the transportation shall have earned his agreed-upon proportion of the through freight, and the same with the charges advanced, shall be due and payable out of the proceeds thereof; and for any distance carried each carrier shall, on the same basis, have earned and be entitled to freight, with charges advanced for such part of the transportation as has been accomplished.

12. In case of quarantine, the goods may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch, or at nearest available point in carrier's judgement, and in any such case carrier's responsibility shall cease when goods are so discharged, or goods may be returned by carriers at owner's risk and expense to shipping point, earning freight both ways. Quarantine expenses, of whatever nature or kind, upon or in respect to goods shall be borne by the owners of the goods or be a lien thereon. The carrier shall not be liable for loss or damage accasioned by fumigation or disinfection or other acts required by quarantine regulations or authorities, even though same may have been done by carrier's officers, crew, agents or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof.

13. Any alteration, addition or erasure in this bill of lading, which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be void.

N. B.—All claims for loss or damage to freight, or for overcharge under this Bill of Lading, will be promptly investigated upon application to E. Thomason, Auditor, Durham, N. C., with original Bill of Lading and freight bill attached.

Not Negotiable.

Complainant's Exhibit in Testimony of Mr. Sarber.

ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY CO.

No. 37. **SUBURBAN TIME TABLE.** No. 37.

STATIONS Trains Westbound	1—Ex. Sun.	21—Sun. Only	3—Ex. Sun.	23—Sun. Only	5—Ex. Sun.	7—Daily	9—Ex. Sun.	11—Daily	13—Ex. Sun.	15—Daily	27—Sat. Only	†17—Ex. Sat and Sun.	19—Daily	21—Daily	23—Ex. Sun.	25—Wed., Sun Only. Sat.
	a m	a m	a m	a m	a m	a m	a m	p m	p m	p m	p m	p m	p m	p m	p m	p m
Granite City Station.....Lv.	5 20	6 00	7 00	8 00	8 20	9 50	11 15	1 12	3 00	4 36	4 45	5 47	6 00	7 15	9 20	11 50
Car Works	....	....	....	....	....	....	....	....	....	....	4 49	....	6 04	*7 18	....	....
Madison	5 24	6 05	7 05	8 05	8 25	9 55	11 20	1 17	3 05	4 40	4 51	....	6 05	7 20	9 24	11 55
Bremen Ave.	5 32	6 13	7 11	8 13	8 33	10 03	11 28	1 25	3 13	4 49	4 59	6 01	6 12	7 29	9 32	12 03
North Market St.....	5 36	6 17	7 15	8 17	8 37	10 07	11 32	1 29	3 17	4 53	5 04	6 05	6 16	7 33	9 36	12 07
Cass Ave.....	5 38	6 20	7 17	8 20	8 40	10 09	11 34	1 32	3 20	4 57	5 06	6 08	6 18	7 36	*9 38	*12 10
Biddle St.....	....	....	*7 19	*8 22	*8 42	*10 11	*11 36	....	*3 23	....	....	....	....	....	....	....
Washington Ave.....	5 42	6 24	7 22	8 24	8 45	10 15	11 40	1 37	3 25	5 00	5 11	6 12	6 23	7 41	9 43	12 14
Eighth and Gratiot Sts...	5 46	6 30	7 27	8 30	8 50	10 20	11 45	1 42	3 30	5 06	5 15	6 17	6 28	7 46	9 50	12 18
																a m
Union Station.....Ar.	5 53	....	....	....	....	....	....	....	....	....	....	....	....	....	....	12 24

STATIONS Trains Eastbound		†12—Ex. Sun.	26—Sun. Only	4—Ex. Sun.	6—Ex. Sun.	22—Sun. Only	8—Ex. Sun.	10—Daily	12—Ex. Sun.	14—Daily	16—Daily	18—Ex. Sun.	20—Daily	22—Daily	24—Ex. Sun.	26—Wed., Sun. Only. Sat.
		a m	a m	a m	a m	a m	a m	a m	a m	p m	p m	p m	p m	p m	p m	p m
Union Station .....Lv.	....	4 00	5 20	6 03	6 10	....	....	....	....	....	....	....	....	....	....	....
Eighth and Gratiot Sts...	....	*4 04	*5 24	....	6 15	7 05	7 37	9 10	10 30	12 08	2 00	3 40	5 10	6 30	8 20	11 15
Washington Ave.....	....	4 09	5 30	....	6 21	7 10	7 41	9 15	10 35	12 12	2 05	3 45	5 15	6 35	8 25	11 20
Biddle St.....	....	....	*5 32	....	....	*7 12	*7 43	*9 17	*10 37	*12 14	*2 07	*3 47	....	....	....	....
Cass Ave.....	....	*4 13	*5 34	....	6 25	*7 15	*7 46	*9 20	*10 39	*12 17	*2 09	*3 49	5 20	*6 40	*8 30	*11 24
North Market St.....	....	4 17	5 37	6 21	....	7 18	7 49	9 22	10 42	12 19	2 13	3 53	5 22	6 43	8 32	11 27
Bremen Ave.....	....	4 22	5 41	6 26	....	7 22	7 53	9 26	10 46	12 23	2 17	3 57	5 26	6 47	8 36	11 31
Madison	....	4 30	5 48	6 35	6 41	7 30	8 01	9 35	10 54	12 29	2 25	4 05	5 34	6 55	8 44	11 39
Car Works	....	....	....	6 38	6 44	*7 32	*8 03	....	....	....	....	....	....	....	....	....
Granite City Station.....Ar.	....	4 35	5 53	6 43	6 48	7 35	8 06	9 40	11 00	12 35	2 30	4 10	5 40	7 00	8 50	11 45

Effective July 15, 1906.
Changes made in trains marked thus, †
*Indicates stop on signal. Trains do not stop where no time is shown.
No. 15 does not stop at Madison Saturday.

No. 19 stops Car Works except Sat. and Sun.
Management reserves right to vary from time schedules at pleasure.
Suburban Rates: Single Trip, 15 cts.; Round Trip, 25 cts.; Ten-Ride Ticket, $1.00.

V. W. FISHER, G. P. & T. A. J. J. COAKLEY, Superintendent. I. L. BURLINGAME, Gen. Supt.

3123

(22,026.)

An ordinance to create a Municipal Bridge and Terminals Commission and to make an appropriation to pay the expense and outlays which may thereby be incurred.

Be it Ordained by the Municipal Assembly of the City of St. Louis, as follows:

Section One. The Commission is hereby created to be known as the "Municipal Bridge and Terminals Commission." Said Commission shall consist of the Mayor of St. Louis, the President of the Board of Public Improvements and seven citizens, to be appointed by the Mayor of St. Louis; the President of the Board of Public Improvements and seven citizens to be appointed by the Mayor within ten days from the time this ordinance goes into effect and to be confirmed by the Council. Said citizens must be taxpayers and qualified voters of the City of St. Louis; they shall be selected with special reference to their knowledge of the subject referred to this Commission, and to their reputation for intelligence and impartiality, and one of their number must be appointed out of the membership of the Business Men's League, one out of the membership of the Merchants' Exchange of St. Louis and one out of the membership of the St. Louis Manufacturers' Association.

Seection Two. The duty of the said "Municipal Bridge and Terminals Commission" shall be: First—To investigate and determine the nature and extent of the hindrances to the commerce of St. Louis, whether as regards delay or inconvenience in the handling of freight, or disadvantageous charges or methods of shipping or billing of freight, or in any other regard. Second—After the Commission shall have determined what hindrances and disadvantages to St. Louis commerce do in fact exist, then the Commission shall further determine what must be done to correct said existing hindrances to the commerce of St. Louis. The Commission shall determine and announce what portion of the necessary remedial action shall be undertaken by the City of St. Louis as a municipality, and what portion by the citizens thereof or by associations

of citizens, to the end that all the people of St. Louis may know the facts as they exist, and being convinced as to the best way to remedy the situation may all unite their efforts to accomplish practical relief. Third—The Commission shall further prepare and cause to be introduced into the Municipal Assembly such ordinances as may be necessary to enable the City of St. Louis to do its part towards the correction of existing hindrances to the commerce of the city, as far as may seem to the Commission to be right and proper for the municipality to undertake, such as constructing, acquiring, operating or controlling bridges, trackage, transfer boats or other transportation facilities.

Section Three. The Mayor shall be Chairman of the Municipal Bridge Terminals Commission. The Commission may make all rules for its guidance and procedure within the limits of this ordinance; it may employ a secretary, and may engage such assistance and advice from the civil engineers or railway experts or may employ such counsel as it deems expedient. The Commission shall be the sole judge of the propriety of any expenditure within the limits of the appropriation made in section number six of this ordinannce, and the acounting and disbursing officers of the City of St. Louis shall honor the warrants of the Chairman and Secretary of the "Municipal Bridge and Terminals Commission" up to the amount of said appropriation.

Section Four. No member of the Commission shall be paid for his services, but he may be paid actual expense when traveling on the business of the Commission and by its order.

Section Five. The Commission shall complete its duties and report to the Municipal Assembly in as short a time as the circumstances will permit. If the Municipal Assembly should determine any time by joint and concurrent resolution that the Commission should be discontinued. the Commission shall thereafter make no further appropriation of money for any reason, but shall forthwith report and adjourn sine die.

Section Six. There is hereby appropriated out of the

municipal revenue of the City of St. Louis the sum of twenty-five thousand dollars for the expenses and outlays which may be required for the objects and purposes of this ordinance. Approved April 8, 1905.

St. Louis Bridge Company.

St. Louis and Illinois Bridge Company.

An Act

To Incorporate the St. Louis and Illinois Bridge Company. Approved February 5, 1864.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section 1. That Noman Cutter, Joseph Cabot, E. O. Stanard, Edward C. Pike, John H. Lightener, Hugh McKittrick, S. G. Read, Rufus Fitch, George D. Hall, John H. Beach, Chas. Miller, H. A. Doan, John H. Bowen, E. H. Sterling, James H. Wear, James R. Blackman, Clinton O. Dutcher, John H. Siegrist, Wm. D'Oench, C. Reuss, Robert Heinrichshoffen, Jacob Woodburn, Chas. F. Meyer, Robert H. Ober, Chauncey I. Filley, B. R. Bonner, Charles H. Howland, and E. H. E. Jameson, and their associates and their successors, are hereby constituted a body corporate and politic, by the name of the St. Louis and Illinois Bridge Company, for the purpose of constructing a bridge with all machinery, fixtures, toll-houses, and other buildings and erections necessary and proper for the passage of persons and property over the Mississippi River at the city of St. Louis; and the said company, by their corporate name shall have perpetual succession and shall be capable in law of purchasing, taking, holding, using, selling, pledging, conveying and disposing of real estate or other property, whether personal or mixed, so far as the same may be necessary for the purpose herein mentioned, may have a common seal; may sue and be sued, plead, and be impleaded, defend and be defended against, contract and be contracted with; may make such by-laws, rules and regulations, appoint such officers, agents, and servants, and generally do all such acts and things, not inconsistent with the laws and constitution of the State

of Missouri and of the United States, as may be requisite and proper for the due execution and management of the work to be done, and for conducting the business of said company.

Sec. 2. All powers of said corporation shall be exercised by a board of directors, and such officers and agents as they may elect and appoint. Said board shall consist of nine directors who shall be selected annually by a majority in interest of the stockholders present, and voting in person or by proxy, at such time and place as shall be prescribed by the by-laws, and who shall hold their offices until their successors are elected and qualified. Previous to such election the corporators herein named shall constitute the board of directors, five of whom shall constitute a quorum to do business. They may, at any time after the passage of this act, cause books to be open for subscriptions to the capital stock of said company, at such time and place and in such manner as may be by them prescribed.

Sec. 3. The capital stock of said company shall be one million dollars, which shall be divided into ten thousand shares of one hundred dollars each; and said capital stock may be increased to four million dollars. When three hundred thousand dollars shall be subscribed the corporators shall call a meeting of the stockholders, for the purpose of electing a board of directors, at such time and place as they may fix and appoint, of which election thirty days' notice shall be given in two daily newspapers published in the City of St. Louis.

Sec. 4. It shall be lawful for said corporation to borrow money at any rate of interest, and to mortgage the franchises and property; and to issue bonds secured by said mortgage, and to sell the same at any agreed rate of discount; and for railroad corporations, in their corporate capacity, to subscribe to the capital stock of said company.

Sec. 5 The said company shall have the same right to acquire title to lands necessary for the construction of said bridge, and for the approaches to it from public highways, and the same power to take material from lands in the neighborhood for the construction thereof,

and the proceedings therein shall be conducted in the same manner, as is provided in the "Act to Authorize the Formation of Railroad Associations and to Regulate the Same," approved December 13, 1855; and said company shall also have the right to protect the banks of the river above and below the bridge, so far as may be necessary to keep the channel within the opening of the bridge for the passage of vesssels, and for that purpose to acquire, condemn and take lands and material in the manner aforesaid.

Sec. 6. The said bridge shall be constructed of stone, iron, and wood, but mainly of iron and stone. The company shall have power to determine and may determine and decide, by a vote of the majority in interest of stockholders, what kind of a bridge shall be built, whether suspension, tubular, draw, or otherwise; but, whatever kind it may be, it shall be so constructed as not to obstruct or impede the navigation of the river. If a draw bridge shall be decided upon, it shall be built of sufficient capacity for a common wagon and a foot-passenger way, and may also be built of sufficient capacity for a railroad track or tracks for the passage of trains of freight and passengers, with spans not less than two hundred feet in length over the water, and shall have at least one draw, with two openings not less than one hundred feet in width each, for the passage of steamboats or other vessels. It shall be properly attended and managed, so as to afford safe and easy passage for all persons and property; and every railroad train drawn by steam power shall, on approaching said bridge, stop its speed and come to a standstill on the bank before entering upon the passage of the bridge. (Repealed.)

Sec. 7. When said bridge is completed, the said company shall be entitled to demand and receive tolls for crossing the same, and to fix rates of toll, of which a schedule shall be kept conspiculously posted at each end of the bridge; which rates, however, shall never exceed the following, to-wit: For each foot passenger over five years of age, 5 cents; for every person on horseback, 20 cents; for every gig, buggy, or other traveling carriage, drawn by one animal, 40 cents; for every cart, or wagon drawn

by one animal, 40 cents; for every cart or wagon drawn by two animals, 60 cents; for every cart or wagon drawn by three animals, 80 cents; for every cart or wagon drawn by four animals, 100 cents; for every cart or wagon drawn by more than four animals, 10 cents extra for each animal; for every pleasure carriage drawn by two animals, 60 cents; for every pleasure carriage drawn by three or four or more animals, 100 cents; for each head of cattle, horses, mules, or other animals, 10 cents; for each head of sheep or swine, 3 cents. And should said bridge be built with railroad tracks, the said company is hereby authorized to make such terms and rates with railroad companies, for the passage of trains of freight and passengers, as may be agreed upon between said St. Louis and Illinois Bridge Company and the said railroad companies; and in case of disagreement the amount of compensation to be paid for passage over said bridge as aforesaid shall be determined by five referees, two of them to be appointed by each of said corporations, and the fifth by the other four.

Sec. 8. For purposes of taxation, all property owned by this corporation shall be taken and deemed as personal property, in the shape of stock in the hands of the stockholders; and the same shall be assessed and taxed as stock only, and the stockholders shall be liable for the amount of their stock.

Sec. 9. All acts and parts of acts inconsistent with or repugnant to this act are hereby repealed.

Sec. 10. This act shall be taken as a public act, and shall be in force from and after its passage.

An Act

To Amend an Act Entitled "An Act to Incorporate the St. Louis and Illinois Bridge Company," Approved February 5, 1864.

Approved February 20, 1865.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Sec. 1. The sixth section of said act is hereby repealed,

and the following inserted in lieu thereof: "Section 6. The said bridge shall be built of such materials and upon such plans as the board of directors shall decide to be most suitable for the uses required of it; and it shall be of sufficient capacity to accommodate all the different kinds of travel, both common road and railroad travel, as well as foot passengers, that may require to cross upon it; and it shall be sufficiently high to admit of steamboats, and all other river crafts passing under it at all ordinary stages of the river, when the chimneys, pipes, and other projections are lowered down; and the spans of the bridge between the piers and abutments shall be sufficiently wide to admit of all river crafts being easily navigated through them; the piers shall be so constructed as to obstruct the free flow of the current as little as possible; the approaches to said bridge may pass over all wharves, streets, and other public highways, and may occupy portions of the same in such manner as to obstruct the same as little as possible. The board of directors shall have power to appoint a bridge police, which shall have and exercise upon said bridge and its approaches the same powers as are exercised by the police of the City of St. Louis."

Sec. 2. That the following words are and they are hereby added to the fourth section of said act, viz: "And the City of St. Louis may subscribe for any amount of said stock, not to exceed one million of dollars, and the County of St. Louis may subscribe to any amount of said stock, not to exceed half a million dollars and they may borrow money for that purpose, and may issue bonds for the payment of the same, which bonds shall be made payable twenty years after date, and shall bear interest at a rate not greater than seven per cent per annum."

Sec. 3. Section first of said act is amended as follows: "Strike out the names of Charles Miller, E. G. Sterling, James H. Wear, S. G. Read and John H. Siegrist, and insert in the lieu thereof Truman J. Homer, Carlos S. Greely, J. D. Barlow, E. W. Fox and John M. Krum."

Sec. 4. All acts or parts of acts inconsistent with this act are hereby repealed. This act is to take effect and be in force from and after its passage.

An Act

To Empower the Persons Mentioned in An Act of Incorporation Passed by the General Assembly of the State of Missouri, Entitled "An Act to Incorporate the St. Louis and Illinois Bridge Company;" Approved February 5, 1864; to Form a Corporation and Build a Bridge Across the Mississippi River at St. Louis.

Approved February 16, 1865.

Be it enacted by the people of the State of Illinois, represented in the General Assembly:

Sec. 1. That the persons named in the act of incorporation granted by the general assembly of the State of Missouri, entitled, "An act to incorporate the St. Louis and Illinois Bridge Company," approved February 5, 1864, shall have the right to organize and form a corporation in accordance with said act, to construct, maintain and use a bridge for railroad and other purposes, over that portion of the Mississippi River at the City of St. Louis within the jurisdiction of the State of Illinois, subject to the conditions, terms and modifications herein set forth; provided, that said bridge shall not be located more than one hundred feet north or south of the dyke or causeway upon which the ordinary travel is now conducted, and which connects Bloody Island, opposite the City of St. Louis aforesaid, with the main Illinois shore.

Sec. 2. Whenever three hundred thousand dollars shall be subscribed the said persons named in the first section of said act passed by the General Assembly of the State of Missouri, or any five of them, shall call a meeting of the stockholders; and a majority in interest of said stockholders, in accordance with said act, shall elect nine directors, who shall fix and determine the location of said bridge; and thirty days' notice shall be given of the time and place of such election in two daily papers published in said City of St. Louis, and in one daily or weekly newspaper published respectively in the counties of St. Clair and Madison, in the State of Illinois.

Sec. 3. Should said bridge be built with railroad tracks, the said company shall suffer and permit the railroad companies whose termini are now on Bloody Island, opposite the City of St. Louis aforesaid, or which may thereafter terminate there, to cross upon said bridge with their cars, locomotives and trains, upon such terms and rates as may be agreed upon between the St. Louis and Illinois Bridge Company and the said railroad companies; and in case of disagreement as to the amount of compensation to be paid for passage as aforesaid, the same shall be determined by five referees, two of whom shall be appointed by each of said corporations, and the fifth shall be appointed by the four referees; and in case said companies cannot agree as to said referees, or if either party shall fail or refuse to make such appointment, either party may apply to the judge of the St. Clair County Circuit Court, upon giving to the opposite party ten days' notice in writing of such intended application, for the appointment of five referees to fix said compensation, and he shall have full powers to make such appointment for the party refusing to appoint referees as hereinbefore provided; and the said referees so appointed shall have power to fix and determine said compensation, and shall furnish a copy of their award to each of the parties; and either party may appeal from such decision to the St. Clair County Circuit Court of the State of Illinois, according to the laws regulating appeals from justices of the peace, and may also appeal to the Supreme Court, under the laws of the State of Illinois, provided, that any such appeal shall not effect the right of any railroad company to pass over said bridge during the pendency of such appeal, if the compensation fixed by said referees shall be duly tendered; and provided further, (that) in case said St. Louis and Illinois Bridge Company hinder or prevent any such railroad company from the use of said bridge upon tender of the compensation fixed as aforesaid, the said St. Louis and Illinois Bridge Company shall forfeit all rights and privileges under this charter.

Sec. 4. And be it further enacted, that any railroad company whose terminus is now on Bloody Island aforesaid shall have power of becoming incorporated in said

bridge company, and to take and subscribe, or acquire by subsequent purchase, stock not to exceed one-sixth part of the capital stock of said Bridge Company which may be created from time to time, either by subscription or purchase; whenever such railroad company shall, by an order of its board of directors, make an order to that effect, and subscribe and secure to be paid the amount necessary, it shall be deemed in law an incorporator in said company hereby chartered to such an extent, and shall have and enjoy all the rights belonging or appertaining thereto.

Sec. 5. The said company shall have power to acquire title to all lands necessary for the construction of said bridge, and for the approaches thereto from railroad and highways, and the said company shall also have the right to protect the banks of the river above and below the bridge, so far as may be necessary to keep the channel within the opening of the bridge.

Sec. 6. The said company shall power to condemn, under the laws of the State of Illinois, all such lands and other property as may be necessary for the construction of said bridge and the approaches thereto from railroads and other public highways, and also all such lands and property as may be necessary and proper to protect the banks of said river above and below said bridge; provided always, that no lands shall be condemned for bridge purposes or other purposes, before mentioned, which have already been condemned or acquired for the use of any railroad terminating on Bloody Island aforesaid.

Sec. 7. Said corporation may borrow money at any rate of interest, and may mortgage their franchises and property and issue bonds secured by said mortgage, and sell the same at any agreed rate of discount.

Sec. 8. The said company shall not make any discrimination or exercise any partiality in fixing the rates for carrying persons or freight or trains over said bridge, but the same shall be just, equal and uniform as to all persons and corporations; and in case of violations of this section the person or corporation aggrieved shall have the right to recover from the company three times the amount so im-

properly charged, before a justice of the peace where the amount is under one hundred dollars, and in circuit court when the amount is over that sum.

Sec. 9. The stock of this company shall be deemed as personal property, and the stockholders shall only be liable to the creditors of said company to an amount equal to the amount of stock held by them respectively.

Sec. 10. This act shall be deemed and taken as a public act, and be in force from and after its passage.

Extract from the Congressional Act

To Authorize the Construction of Certain Bridges, and to Establish Them as Post Roads.

Approved July 25, 1866.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled:

* * * * * *

Sec. 2. And be it further enacted, That any bridge built under the provisions of this act may, at the option of the company building the same, be built as a draw-bridge, with a pivot or other form of draw, or with unbroken or continuous spans; provided, that if the said bridge shall be made with unbroken or continuous spans, it shall not be of less elevation in any case than fifty feet above extreme high water mark, as understood at the point of location, to the bottom cord of the bridge, nor shall the spans of said bridge be less than two hundred and fifty feet in length, and the piers of said bridge shall be parallel with the current of the river, and the main span shall be over the main channel of the river, and not less than three hundred feet in length; and provided also, that if any bridge built under this act shall be constructed as a draw-bridge, the same shall be coustructed as a pivot draw-bridge, with a draw over the main channel of the river at an accessible and navigable point, and the span of not less than one hundred and sixty feet in length in the clear on each side of the central or pivot pier of the draw, and the next adjoining spans to

the draw shall not be less than two hundred and fifty feet; and said spans shall not be less than thirty feet above low-water mark, and not less than ten above extreme high-water mark, measuring to the bottom of the bridge, and piers of said bridge shall be parallel with the current of the river; and provided also, that said draw shall be opened promptly upon reasonable signal for the passage of boats whose construction shall not be such as to permit of their passage under the permanent spans of said bridge, except when trains are passing over the same; but in no case shall unnecessary delay occur in opening the said draws during or after the passage of trains.

Sec. 3. And be it further enacted, That any bridge constructed under this act and according to its limitations, shall be a lawful structure, and shall be recognized and known as a post route, upon which also no higher charge shall be made for the tramsmission over the same of the mails, the troops, and the munitions of war of the United States than the rate per mile paid for their transportation over the railroad or public highways leading to the bridge.

* * * * * * * *

Sec. 10. And be it further enacted, That any company authorized by the Legislature of Missouri may construct a bridge across the Missouri River at the City of Kansas upon the same terms and conditions provided for in this act.

Sec. 11. And be it further enacted, That the "St. Louis and Illinois Bridge Company," a corporation organized under an act of the general assembly of the State of Missouri, approved February fifth, eighteen hundred and sixty-four, and an act amendatory of the same, approved February twentieth, eighteen hundred and sixty-five, and also confirmed in its corporate powers under an act of the legislature of the State of Illinois, approved February sixteenth, eighteen hundred and sixty-five, or any other bridge company organized under the laws of Missouri and Illinois, be and the same is hereby empowered to erect, maintain, and operate a bridge across the Mississippi River, between the city of St. Louis in the State of Missouri, and the city of East St. Louis, in the State of Illinois, subject to all the

conditions contained in said act of incorporation and amendments thereto, and not inconsistent with the following terms and provisions contained in this act; and in case of any litigation arising from any obstruction or alleged obstruction to the free navigation of said waters, the cause may be tried before the district court of the United States of any state in which any portion of said obstruction or bridge touches.

Sec. 12. And be it further enacted, That the bridge authorized by the preceding section to be built shall not be a suspension bridge or draw-bridge, with pivot or other form of draw, but shall be constructed with continuous or unbroken spans, and subject to these conditions: First, that the lowest part of the bridge or bottom cord shall not be less than fifty feet above the city directrix at its greatest span; second, that it shall have at least one span five hundred feet in the clear, or two spans of three hundred and fifty feet in the clear of abutments. If the two latter spans be used, the one over the main steamboat channel shall be fifty feet above the city directrix, measured to the lowest part of the bridge at the center of the span; third, no span over the water at low-water mark shall be less than two hundred feet in the clear of abutments.

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Illinois and St. Louis Bridge Company (No. 1)

An Act

To Incorporate the Illinois and St. Louis Bridge Company
Approved February 21, 1867.

Be it enacted by the people of the State of Illinois represented in the general assembly:

Sec. 1. That Joseph Gillespie, John M. Palmer, Jesse K. Dubois, William Shephard, John Williams, William R. Morrison, L. A. Parks, Levi Davis, T. B. Blackstone, H. C. Moore, Peter H. Willard, R. P. Tansey, Gustavus A. Koerner, C. P. Heaton, L. B. Boomer, Fred. T. Krafft, L. B. Parsons, John Baker, A. H. Lee, and their associates, successors, and assigns be and are hereby created a body corporate and politic, under the name and style of the Illinois

and St. Louis Bridge Company, for the purpose of constructing and maintaining a toll-bridge, from any point or place on the Mississippi river opposite to the city of St. Louis, to the western line of the state, with suitable approaches to such bridge, and all convenient appendages and structures for the same.

The said company shall have power to make and use a common seal, and the same to alter or renew at pleasure, and such other powers, rights, privileges and immunities as may be necessary or useful for the purpose of this act; provided, that there shall be at least fifty thousand dollars expended during the year 1867 in the construction of said bridge.

Sec. 2. The capital stock of said company shall be one million dollars, and be divided into shares of one hundred dollars each; and may be decreased from time to time, as a majority of the stockholders may direct, and shall be issued and transferred in such manner, and under such conditions as the directors of said company shall, by the by-laws thereof, prescribe.

Sec. 3. The corporate powers of said company shall be vested in and exercised by a board of directors, consisting of such number of persons, not less than three nor more than thirteen, as the stockholders of said company may from time to time direct. The said directors shall be chosen by the stockholders at such time and place as may be fixed by the by-laws of said company, and shall hold their offices for one year, and until their successors are elected and qualified. They shall elect one of their number president of the said company, and may fill any vacancy in the said board, occasioned by death, resignation, or otherwise, for the unexpired portion of the term of office so becoming vacant, and may make such rules, by-laws and regulations, and appoint such officers and servants, as they may from time to time deem expedient; provided, that at least one-half of the directors shall be residents of the state of Illinois.

Sec. 4. The persons named in the first section of this act are hereby appointed commissioners, who, or a majority of them, are authorized to open, or cause to be opened, sub-

scription books for the stock of said company, at such time and place within or without this state as they may think proper; and when three hundred thousand dollars shall be subscribed, the said commissioners, or any three of them, may call a meeting of the stockholders, by giving ten days' notice in some newspaper published in St. Louis, or personal notice to each of the stockholders, of the time and place of such meeting; and at the same meeting he stockholders may elect directors and transact other business; stockholders' meetings may be held without as well as within the state.

Sec. 5. The said corporation may transport on said bridge and approaches thereto persons and property by steam or otherwise, and may allow others so to do; and said bridge and approaches may be used for every description of travel, passage, and transportation, under such rules and regulations, and for such tolls as the directors of the said corporation may prescribe. The said corporation may take, receive, and collect such tolls for travel, passage, or transportation over said bridge and approaches, or either of them, or any part of either of them, as its directors may from time to time fix and establish; provided, the rates charged for ordinary travel shall never exceed the following, to-wit: for each foot passenger over five years of age, five cents; for every person on horseback, twenty cents; for every gig, buggy, or other traveling carriage, drawn by one animal, forty cents; for every cart or wagon drawn by one animal, forty cents; for every cart or wagon drawn by two animals, sixty cents; for every cart or wagon drawn by three animals, eighty cents; for every cart or wagon drawn by four animals, one hundred cents; for every cart or wagon drawn by more than four animals, ten cents extra for each animal; for every hundred pounds of freight over two thousand pounds, five cents; for every pleasure carriage drawn by two animals, sixty cents; for every pleasure carriage drawn by three or four or more animals, one hundred cents; for each head of cattle, horses, mules, or other animals, ten cents; for each head of sheep or swine, five cents.

Sec. 6. The said corporation shall have power to acquire title to lands necessary for the construction of said bridge and approaches, and the same power to take materi-

als from lands in the vicinity for the construction and maintenance thereof; and for such purposes shall have and may exercise all the powers conferred by any of the laws of this state for acquiring right of way for railroads, public roads, or other public uses, under which the said corporation may take and acquire property, heretofore taken or acquired for such uses, as well as other property.

The said corporation shall have the exclusive right for twenty-five years of constructing a bridge, opposite to the said City of St. Louis (in the county of St. Clair) over so much of said river as is within the jurisdiction of this state, and shall also have the right to protect the banks of the same so far as may be necessary to keep the channel within the opening of the bridge, and for that purpose may take and acquire lands and materials in the manner aforesaid; provided, if the bridge herein authorized is not commenced in two years, and completed in five years, this act shall be null and void.

Sec. 7. Any railroad company, town, city or county, shall have power to take and subscribe for and to purchase and hold stock of said company, and may make such contracts and execute such securities or other instruments as said railroad companies, towns, cities, or counties may deem expedient relative to such subscription or purchase, or to the construction or uses of said bridge.

Sec. 8. The said corporation may consolidate its property and franchises with the property and franchises of any bridge company authorized by the laws of Missouri to construct a bridge, so as to connect with the one herein authorized, and for that purpose the said corporation may make and execute all such agreements as it may deem expedient; and after such consolidation the corporation created thereby shall have all the powers herein granted.

Sec. 9. The said corporation may borrow money at any rate of interest, and issue its bonds or other evidences of its indebtedness bearing such rate of interest, and payable at such time or times, and at such place or places, as its directors may think proper; and may secure such bonds or other indebtedness by mortgage or deed of trust of the property,

tools, and franchises in such manner as said directors may think fit, and may sell such bonds or other evidences of indebtedness at any rate of discount agreed upon by said directors.

Sec. 10. This act shall be deemed a public one, and shall take effect from and after its passage.

Illinois and St. Louis Bridge Company (No. 2).

An Act.

To authorize the consolidation of the St. Louis and Illinois Bridge Company with the Illinois and St. Louis Bridge Company.

Approved March 19, 1868.

Whereas, The stockholders of the St. Louis and Illinois Bridge Company, a corporation organized under an act of the general assembly of the state of Missouri, entitled "An Act to Incorporate the St. Louis and Illinois Bridge Company," approved February 5, 1864, and an act amendatory thereto entitled, "An Act to Amend an Act Entitled, 'An Act to Incorporate the St. Louis and Illinois Bridge Company,'" approved February 5, 1864, which last act was approved February 20, 1865, and the stockholders of the Illinois and St. Louis Bridge Company, a corporation organized under an act of the general assembly of the state of Illinois, entitled, "An Act to Incorporate the Illinois and St. Louis Bridge Company," approved February 21, 1867, have agreed to consolidate and amalgamate the said corporations; therefore,

Be it enacted by the general assembly of the state of Missouri, as follows:

Section 1. The said St. Louis and Illinois Bridge Company is hereby authorized to form such consolidation with the said Illinois and St. Louis Bridge Company in such manner and upon such terms as the said St. Louis and Illinois Bridge Company shall deem proper; and, when so consolidated, to take the corporate name of and be known as the Illinois and St. Louis Bridge Company.

Sec. 2. When said consolidation shall be effected the said consolidated company shall thereby and thenceforth be clothed with all the powers and privileges granted to the said St. Louis and Illinois Bridge Company by the acts before mentioned.

Sec. 3. When said consolidation shall be effected, the secretary of the said consolidated company shall file in the office of the recorder of deeds of the county of St. Louis, a certificate that the said companies have effected the consolidation authorized by the act, which certificate, or record thereof, shall be taken in all courts as conclusive proof of such consolidation.

Sec. 4. This act shall take effect from and after its passage.

Certificate of Consolidation.

(Missouri.)

St. Louis, March 9, 1869.

Whereas, It was provided in the act of the general assembly of the state of Missouri, approved March 19, 1868, entitled, "An Act to Authorize the Consolidation of the St. Louis and Illinois Bridge Company, with the Illinois and St. Louis Bridge Company," that when such consolidation was effected the secretary of the consolidated company should file in the office of the recorder of deeds for the county of St. Louis, a certificate of such consolidation; And, whereas, the said corporation did, on the 9th day of July, eighteen hundred and sixty-eight, effect the consolidation authorized by said act; now, therefore, I, John A. Dillon, secretary of said consolidated company, do hereby certify that the aforesaid companies had, on the day before mentioned, effected the consolidation of said companies authorized by the act aforesaid, and said consolidated company did take the name of the "Illinois and St. Louis Bridge Company."

In witness whereof, I have hereunto subscribed my name as such secretary, and affixed the seal of said company, this 9th day of March, 1869.

(Seal.) John A. Dillon, Secretary.

State of Missouri, County of St. Louis, ss.

Be it remembered, That on this 11th day of March, eighteen hundred and sixty-nine, before me, the undersigned, a notary public within and for the county of St. Louis aforesaid, came John A. Dillon, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument of writing as secretary of the Illinois and St. Louis Bridge Company, and he then and there acknowledged the same to be his act and deed as secretary, as aforesaid, and the act and deed of said bridge company, by him as their secretary, for the purposes therein mentioned.

In testimony whereof, I have hereunto set my official signature, and affixed my notarial seal, at office in St. Louis, county and state aforesaid, this day and year last above written.

(Seal.) S. V. Papin,
Notary Public in and for St. Louis County, Mo.

Filed and recorded March 11, 1869.

Julius Conrad, Recorder.

State of Missouri, County of St. Louis, ss.

I, the undersigned, recorder of said county, certify the foregoing to be a true and complete copy of an instrument of writing of consolidation of the Illinois and St. Louis Bridge Company, and of the certificate of acknowledgment, and of the date of filing thereof, as fully as the same remains of record in my office, in book 381, page 80.

Witness my hand and official seal, this 13th day of March, 1869.

(Seal.) Julius Conrad, Recorder.

An Act.

Amendatory of an Act approved July 25, 1866, entitled, "An Act to Authorize the Construction of Certain Bridges and to Establish them as Post-Roads."

Approved July 20, 1868.

Whereas, The St. Louis and Illinois Bridge Company, organized under the laws of the state of Missouri, and the Illinois and St. Louis Bridge Company, organized under an

act of the general assembly of the state of Illinois, have been consolidated in pursuance of the authority granted to said Illinois and St. Louis Bridge Company, in their act of incorporation, and by authority granted to the St. Louis and Illinois Bridge Company by an act of the general assembly of the state of Missouri, approved March 19, 1868; Therefore,

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled:

Section 1. That the company formed by this consolidation, under the name and style of the Illinois and St. Louis Bridge Company, is hereby recognized and declared to be a corporation by that name, with full power and authority to construct a bridge across the Mississippi river opposite the city of St. Louis, in conformity to the act of which this act is amendatory, with all the rights, privileges, and powers granted and conferred by the several acts of the general assembly of the states of Missouri and Illinois to the respective companies, by the consolidation of which the said Illinois and St. Louis Bridge Company was formed, not inconsistent with the provisions of the act to which this act is amendatory; And provided further, that in constructing said bridge there shall be one span of at least five hundred feet clear between the piers.

Sec. 2. And be it further enacted, That the said corporation may execute a mortgage and issue bonds, payable principal and interest, in gold; and their bridge across the Mississippi river, and approaches thereto, when constructed, shall be a post-road to carry the mails of the United States, and enjoy the rights and privileges of other post-roads.

Sec. 3. And be it further enacted, That said corporations may hold their meetings in either the state of Illinois or the state of Missouri, as the board of directors may elect; and the directors may be citizens of any of the United States; and the said corporation may sue and be sued in any circuit court of the United States; Provided, that nothing in this act, or in any other previous legislation affecting the premises, shall be so construed as to deprive the legislatures of the states of Illinois and Missouri of the right to regulate

the tolls and fares which may be charged by said company for the use of said bridge; Provided, further, that the tolls now fixed by the legislatures of Illinois and Missouri shall not be increased.

Tunnel Railroad of St. Louis.
St. Louis Tunnel Railroad Company.
Articles of Association.

We, the undersigned, intending hereby to form a company for the purpose of constructing, maintaining, and operating a railroad for public use in the conveyance of persons and property, in pursuance of the laws of the state of Missouri, do for that purpose make and sign these present articles of association; and we do hereby state that the name of said company shall be the St. Louis Tunnel Railroad Company; that the number of years said company is to continue shall be five hundred years; that the places from and to which said road is to be constructed, maintained and operated are as follows: From the terminus of the bridge of the Illinois and St. Louis Bridge Company, at or near Third street, in the city of St. Louis, to a place between Poplar street and Cerre street; and between Eighth street and Tayon avenue, in the city of St. Louis, so as to make suitable connection with the track of the Missouri Pacific Railroad and the track of any other railroad and for the necessary side-tracks in said city; that the length of said road, as near as may be, is to be two miles, and the name of the only county in the state of Missouri through or into which said road is made or intended to be made is the county of St. Louis; that the amount of capital stock of said company is to be one hundred thousand dollars, and the number of shares of which said capital stock shall consist is to be one thousand, and that the names and places of residence of the directors of said company, five in number who shall manage its affairs for the first year and ,until others are chosen in their places, are: Gerard B. Allen, William Taussig, James H. Britton, John R. Lionberger, Carlos S. Greeley, all residing in said city of St. Louis.

In witness whereof, each of us have subscribed to these articles of association his name, place of residence and the

number of shares of stock he agrees to take in said company, the thirtieth day of October, one thousand eight hundred and seventy-two.

Subscribers.	Residence.	Shares.
Gerard B. Allen,	St. Louis	20
William Taussig,	St. Louis	20
James H. Britton,	St. Louis	20
John Jackson,	St. Louis	20
Carlos S. Greeley,	St. Louis	20
Barton Bates,	St. Charles County	20
John R. Lionberger,	St. Louis	20
Julius S. Walsh,	St. Louis	20
Jas. B. Eads,	St. Louis	20
George C. Fabain,	St. Louis	20

State of Missouri, County of St. Louis, ss.

Be it remembered that on the day of the date hereof personally appeared before me, a notary public, in and for the county aforesaid, Gerard B. Allen, William Taussig, James H. Britton, John Jackson, Carlos S. Greeley, Barton Bates, John R. Lionberger, Julius S. Walsh, James B. Eads, George C. Fabian, all and each of who are personally known to me to be the same persons whose names are signed to the foregoing articles of association as parties thereto, and they severally acknowledged that their names so signed to said articles are their true and genuine signatures and that the same is the act of each of them for the purpose in the said articles of association expressed.

In witness whereof, I have hereto set my hand and affixed my official seal, this thirty-first day of October, in the year eighteen hundred and seventy-two.

(Seal.) James M. Carpenter,
Notary Public, St. Louis County, Missouri.

State of Missouri, County of St. Louis, ss.

James H. Britton, William Taussig and John R. Lionberger, being duly sworn, depose and say, and each for himself, says, that these deponents are three of the directors of the St. Louis Tunnel Railroad Company named in the foregoing articles of association; that upwards of one thousand

dollars of stock for every mile of railroad proposed to be made pursuant to said articles of association is in good faith subscribed to said articles of association, and that one thousand dollars, being five per cent, is paid thereon, in good faith, and in cash to the directors named in said articles of association; and that it is intended in good faith to construct, maintain and operate the road mentioned in said articles of association.

James H. Britton,
William Taussig,
John R. Lionberger.

Subscribed and sworn to before me this second day of November, A. D. 1872.

(Seal.) James M. Carpenter,
Notary Public, St. Louis County, Missouri.

Filed November 8, 1872.

Eugene F. Weigel,
Secretary of State.

An Ordinance

Granting Permission to the St. Louis and Illinois Bridge Company to use a Portion of the Wharf and Portions of Certain Streets and Alleys.

No. 6442—Approved March 14, 1868.

Whereas, The directors of the St. Louis and Illinois Bridge Company have filed with the city register a duly authenticated copy of their proceedings, showing that they are about to commence the construction of a bridge over the Mississippi river at St. Louis, in pursuance of the charters incorporating said company; and, whereas, the said directors have also filed with the city register a duly authenticated statement of the chief engineer of said company, showing the location or site of the said bridge and the approaches thereto; and, whereas, the said Bridge Company contemplate the construction of a tunnel from a point between Second and Third streets, running westward under streets and alleys for a convenient railroad approach to said bridge; and, whereas, it is represented by said bridge company, that while said bridge and the approaches thereto are in course

of construction it will be necessary to use and occupy portions of the wharf and portions of certain streets and alleys, and also to build over certain streets and alleys; therefore, Be it ordained by the city council of the city of St. Louis, as follows:

Section 1. That permission and consent of the city of St. Louis is hereby granted to the St. Louis and Illinois Bridge Company to use and occupy for the construction of the western abuttment pier of the bridge which said company is about to build over the Mississippi river at St. Louis, so much and such portions of the wharf fronting on said river between Washington avenue and Green street as may be necessary for the convenient and safe handling of machinery, material, and working of mechanics and laborers in the construction and erection of a suitable and permanent pier for said bridge; provided, however, that the St. Louis and Illinois Bridge Company leave at all times at least one space twenty-six feet wide on the wharf between Washington avenue and Green street free from obstruction for the accommodation of traffic.

Sec. 2. That permission and consent of the city of St. Louis is also granted to said Bridge Company to construct and build said bridge from said western abuttment pier in a westward direction over the streets and alleys to Third street, and to use temporarily while constructing said bridge such parts and portions of the streets and alleys, along the line of said bridge, as may be necessary for the convenient and safe handling of material and the working of machinery, and of mechanics and laborers, employed by said company while constructing said bridge and the approaches thereto; provided, that no more of the wharf, streets and alleys, or the use thereof is by this ordinance granted, or intended to be granted, to said St. Louis and Illinois Bridge Company than is necessary to enable said company conveniently and safely to construct said bridge and the proper appurtenances thereto, and that said St. Louis and Illinois Bridge Company never, at the same time, occupy more than one street and alley between the wharf and Third street for the above specified purposes.

Sec. 3. That permission and consent is also granted to said Bridge Company to construct a tunnel by open or subterranean excavation for a railroad approach to said bridge from a point between Second and Third streets, in a westward direction under the streets and alleys to its western terminus; provided, that said company, before commencing the construction of said tunnel, shall file with the city engineer a duly authenticated copy of the survey or plan of said tunnel, showing its course, size, and western terminus; and that where the tunnel emerges into the open street as at its western terminus on Eleventh street, between Clark avenue and Pacific Railroad track, whereby part of the street is occupied by the double track or by enclosure of the tunnel mouth, said St. Louis and Illinois Bridge Company must acquire, for street purposes, so much additional ground alongside said Eleventh street, between Clark avenue and Pacific Railroad track, as to leave the original width of said Eleventh street between above mentioned limits unimpaired.

Sec. 4. If, in the course of the construction of said tunnel, it shall be necessary to make an open cut in any street or alley, or cut under or through any main or district sewer, or water pipe, or gas pipe, it shall be the duty of said Bridge Company, before making any such cut, and before severing any sewers or water pipe, or gas pipe, to notify the mayor and city engineer, and to reconstruct and rebuild such street, alley, sewer or water pipe, or gas pipe, in such manner as the mayor and city engineer may direct, and under the supervision of the city engineer without prejudice to the convenience of the public, and all at the proper cost and expense of said Bridge Company.

Sec. 5. No privilege conferred by this ordinance to St. Louis and Illinois Bridge Company shall be so construed as to be supposed to be granted hereby to said company permanent or temporary use of private property for the purpose above specified, unless such privilege is acquired by said Bridge Company from the respective owners of such property.

Sec. 6. This ordinance to take effect as soon after its passage as the St. Louis and Illinois Bridge Company shall have filed with the city register their bond, of two hundred

thousand dollars, for the purpose of securing the city against any damages that might be caused by the construction of said bridge, tunnel, and approaches, or by the use of the same for railroad purposes wherefor the city might be made liable.

AN ORDINANCE

Amendatory of Ordinance No. 6442, entitled, "An Ordinance Granting Permission to the St. Louis and Illinois Bridge Company to use a Portion of the Wharf, and Portions of Certain Streets and Alleys."

No. 8088—Approved July 11, 1872.

Be it ordained by the city council of the city of St. Louis:

Section 1: The third section of the ordinance entitled: "An ordinance granting permission to the St. Louis and Illinois Bridge Company to use a portion of the wharf, and portions of certain streets and alleys," approved March 14, 1868, is hereby amended by adding thereto the following words: The western terminus of said tunnel may be located at any point south of Clark avenue and between the east line of Eighth street and the west line of Twelfth street; provided, that the width of street, part of which may be occupied by the double track or inclosure of the tunnel mouth, shall not be diminished by such tracks and tunnel mouth to less than a width of sixty feet on one side thereof, or of thirty feet on each side thereof; and the said bridge company shall, at its own expense, pay for so much additional land as may be necessary to maintain the said width of street of sixty feet on one side of the tunnel mouth or open cut, or thirty feet on each side thereof.

Sec. 2. The tunnel may be made by causing the excavation to be made without disturbing the surface of the highways, or it may be made by making an open cut constructing the arched way, and then covering the same in such manner as to leave the streets in the same and as good conditions as they were before the work was commenced, except where ventilating shafts are made, four feet wide and ten feet long between cross streets, as provided for in section third of this ordinance, and excepting one hundred

feet of the distance at the western outcome of the tunnel, where the roadway may be made in an open cut which shall be protected by good and sufficient barricades of stone and iron to prevent injury to persons and property.

Sec. 3. The said Illinois and St. Louis Bridge Company is hereby authorized to make openings for lighting and ventilating said tunnel in the streets traversed by the same, of not more than four feet in width, and ten feet long, at points on the line of said tunnel not nearer than three hundred feet from each other; but such openings shall not be located at the crossing of any street, or so as to impede the travel on or use of such streets, and shall be enclosed by a substantial iron railing not less than four and one-half feet high, each to be surmounted by a gas lamp so constructed as to reflect its light downward. The city reserves the right to order the closing of the openings authorized by this section, whenever the same prove to be injurious and obnoxious to the owners and residents of property on said proposed line of the tunnel.

Sec. 4. Nothing in this ordinance shall be so construed as to relieve the said company from any provisions and restrictions provided in ordinance No. 6442, to which this ordinance is amendatory.

Sec. 5. Any violation of this ordinance or the ordinance to which this is amendatory, shall subject the said Bridge Company to a fine of not less than one hundred dollars, nor more than five hundred dollars.

Sec. 6. This ordinance to take effect so soon after its passage as the St. Louis and Illinois Bridge Company shall have filed with the city register their bond of two hundred thousand dollars for the purpose of securing the city against any damage that might be caused by the construction of said bridge, tunnel and approaches, or by the use of the same for railroad purposes wherefor the city might be made liable.

AN ORDINANCE

To Transfer the Powers, Rights and Privileges Granted by the City of St. Louis, by Ordinance No. Sixty-Four

Hundred and Forty-Two, entitled, "An Ordinance Granting Permission to the St. Louis and Illinois Bridge Company to Use a Portion of the Wharf, and Portions of Certain Streets and Alleys," and by Ordinance No. Eight Thousand and Eighty-Eight, Amendatory thereof, to and Confer Upon the St. Louis Tunnel Railroad Company, to and Over Such Parts of the City Mentioned therein as Lie West of the East Line of Third Street.

No. 8101—Approved November 29, 1872.

Whereas, The Illinois and St. Louis Bridge Company have requested the city of St. Louis to transfer to and confer upon the St. Louis Tunnel Railroad Company, all the rights, powers and privileges over such portions of the streets and alleys mentioned in said ordinances as lie west of the east line of Third street, which were conferred on the St. Louis and Illinois Bridge Company, or the consolidated company of the Illinois and St. Louis Bridge Company, by the said ordinances, subject to all the obligations and restrictions imposed upon or assumed by said St. Louis and Illinois Bridge Company, or the Illinois and St. Louis Bridge Company; now, therefore,

Be it ordained by the city council of the city of St. Louis, as follows:

Section 1. All the rights, powers and privileges conferred by said ordinance of the city of St. Louis, numbered sixty-four hundred and forty-two, and by said ordinance numbered eight thousand and eighty-eight, amendatory thereof, upon the St. Louis and Illinois Bridge Company, or upon the said Illinois and St. Louis Bridge Company, over such portions of the streets and alleys embraced in said ordinances as lie west of the east line of Third Street, in said city, are hereby transferred to, conferred upon, and vested in the said St. Louis Tunnel Railroad Company as fully and completely as originally conferred upon and granted to said bridge companies; the said St. Louis Tunnel Railroad Company, however, assuming all the obligations of the said bridge companies with and to said city, and being subject to all the conditions and restrictions imposed upon said bridge companies, or either of them, by said ordinances, as far as that portion of said city mentioned in

said ordinances lying west of the east line of Third street is concerned.

Sec. 2. The bond required to be filed by the sixth section of said ordinance numbered eight thousand and eighty-eight, shall be executed jointly by the said St. Louis Tunnel Company and the said Illinois and St. Louis Bridge Company, to the city of St. Louis.

Sec. 3. The said Tunnel Railroad Company is hereby authorized to construct its open cut, from the mouth of the tunnel at Clark Avenue, to where it enters the middle of block No. four hundred and twenty-four, provided that said open cut shall be enclosed by an iron picket fence, at least five feet high, so constructed as to screen passing locomotives from view from the street, and that where it intersects Spruce street said Spruce street shall have a substantial bridge constructed over it on such grade as the city engineer may direct; provided, further, that if at any time the city may deem it necessary to widen that portion of Eighth street lying east of the said open cut, to a width of sixty feet, that the additional ground necessary for said widening in blocks four hundred and seventeen, and one hundred and eighty-seven, shall be acquired at the expense of said Tunnel Railroad Company.

Decree of Sale (Missouri)

October 17, 1878.

United States of America, Eastern District of Missouri, sct.
In the Circuit Court of the United States, in and for said District.

Be it remembered, That on the 17th day of October, A. D. 1878, at a regular stated term of the Circuit Court of the United States in and for the eastern district of Missourt, begun and held at the city of St. Louis, in said district on Monday the 16th day of September, in said last named year the following among other proceedings were had and appear of record, to-wit:

John Pierpont Morgan, et al.
vs.
The Illinois & St. Louis Bridge Co., et al. } 551.

Cross-bill brought by John A. Stewart and Solon

Humphreys, trustees of the first mortgage against the Illinois and St. Louis Bridge Company and others, and

Cross-bill brought by Solon Humphreys and John A. Stewart, trustees of the second mortgage, against the Illinois and St. Louis Bridge Company and others..

The said original bill and the said cross-bill coming on to be heard upon the original bill, the several cross-bills and the respective answers thereto, and the proofs therein, and the several parties to the same being heard upon argument of counsel, and it appearing to the court that the said original bill and the respective cross-bills were filed by the complainants therein for the common purpose of securing a sale of the Illinois and St. Louis Bridge and other properties mentioned in said mortgages, and the deed supplemental to said mortgages, and it appearing to the court that all parties claiming the legal title to said premises are before the Court, and that a full and perfect title may be obtained under the said proceedings instituted by said trustees of the first and second mortgages.

It is therefore ordered by the Court, the said trustees of the first and of the second mortgages assenting hereto, that said cross-bills and the proceedings thereunder proceed concurrently before said Court with said original bill, and thereupon the Court proceeded to hear the said causes upon the bills and exhibits thereto, and the respective answers filed to the original and cross-bills, and upon consideration of the premises, the Court doth order, adjudge and decree as follows:

First. That the first mortgage set out and described in said cross-bill of said Stewart and Humphreys, as trustees of said first mortgage, was by the Illinois and St. Louis Bridge Company, on the 7th day of April, 1870, duly executed and delivered to said Stewart, Humphreys, and one William M. McPherson, since deceased, as trustees, whereby the said Bridge Company conveyed to said trustees the said bridge and its approaches, with its appurtenances, franchises, and other property in said first mortgage described, to secure the payment to the holders thereof, of four thousand bonds, each for the sum of one thousand dollars, in gold coin of the United States, or two hundred pounds of British sterling, with interest thereon at the rate

of seven per cent per annum, payable semi-annually in like gold coin, which bonds were dated April 1, 1870, and were by said company sold and disposed of to divers persons and parties; that there now remains outstanding and unpaid of the said bonds the amount of three million nine hundred and thirty-five thousand dollars, together with interest thereon from the 1st day of April, eighteen hundred and seventy-eight; that said Illinois and St. Louis Bridge Company on the 2nd day of February, 1874, executed and delivered to said complainants Stewart and Humphreys, trustee, its supplemental deed, whereby it conveyed to said trustee certain lots and parcels of ground in St. Louis and East St. Louis, not included in the first and second mortgages of said company, upon which lots of ground the said bridge was constructed, or being adjacent thereto, in trust primarily for the same uses and purposes, and upon the same trusts as declared in said first mortgage, and secondarily and subject to the trusts declared in said first mortgage for the same uses and purposes and upon the same trusts as declared in the second mortgage made by said company; that default has been made by said bridge company in the performance of the conditions of said first mortgage in the non-performance by said company of the provision in said mortgage contained, requiring said Illinois and St. Louis Bridge Company to set apart and furnish certain sums of money yearly for a sinking fund, wherewith to purchase bonds secured by said mortgage, which default entitled the said complainants John A. Stewart and Solon Humphreys, trustee of said first mortgage, to a decree of foreclosure upon their cross-bill; that said bonds now outstanding and unpaid, with the interest thereon from the first and paramount mortgage upon the premises and property conveyed by said first mortgage and said deed supplemental thereto, and described in the cross-bill of said trustees of said first mortgage.

And said Court finds that there is now, on the 17th day of October, 1878, due on said first mortgage for principal and interest the sum of four million, ninety-six thousand five hundred and seventy-one 83-100 dollars ($4,096,-571.83) in gold coin of the United States and which said sum it is now ordered by the Court shall within ten days from this date be paid by the said Illinois and St. Louis

Bridge Company in said gold coin with interest from the said 17th day of October, 1878, at seven per centum per annum, and if said bridge company shall not pay the same within said ten days, then the mortgages or trustees of any mortgage upon said property subsequent to said first mortgage may pay the same within ten days thereafter, and upon such payment, with costs, the said complainants Stewart and Humphreys, trustees of the said first mortgage, shall satisfy and discharge said mortgage debt, interest, and costs, and in default of such payment of said indebtedness and costs within the period so limited by the said parties before mentioned, or any of them, the equity of redemption under said first mortgage is forever barred and foreclosed.

Second. That the second mortgage in said cross bill of said Humphreys and Stewart, as trustees of said second mortgage, particularly described in said cross bill of said Stewart and Humphreys, as trustees of the first mortgage mentioned, was executed and delivered by said Illinois and St. Louis Bridge Company to said Solon Humphreys and John A. Stewart, as trustees on the 15th day of May, 1871, for the purpose of securing the payment of the principal and interest of two thousand other bonds executed by said Illinois and St. Louis Bridge Company, each for the sum of one thousand dollars in gold coin of the United States, or two hundred pounds British sterling, of even date with said mortgage, and particularly set out in said cross bill brought by said Humphreys and Stewart, as trustees of said second mortgage, which said bonds were disposed of to divers persons and parties by said bridge company; that there now remains outstanding and unpaid of said bonds, the sum of two million of dollars in gold coin of the United States, with interest thereon from the first day of January, 1875; that same now forms the second mortgage and lien upon the property described in the said cross bill, being the property conveyed by the said second mortgage and the deed supplemental thereto; that default has been made by said Illinois and St. Louis Bridge Company in the performance of the conditions of said second mortgage through the non-payment of the semi-annual interest accruing upon said second mortgage bonds from the 1st day of January, 1875, as the

same became payable, and that by reason of such default, the said complainants, Humphreys and Stewart, as trustees of the second mortgage, are entitled to have a decree of foreclosure herein. And the court doth find that there is now on this 17th day of October, 1878, due on said second mortgage for principal and interest the sum of two million five hundred and ninety-three thousand two hundred and fifty-five and 83/100 dollars ($2,593,255.83) in gold coin of the United States, which sum it is now ordered by said court shall, within ten days from this date, be paid by the said Illinois and St. Louis Bridge Company, in said gold coin, with interest thereon at seven per cent per annum, and if said bridge company shall not pay such amount within said ten days, then the mortgages or trustees of any mortgage subsequent to said second mortgage, or any one in behalf of them, or either of them, may pay the same within ten days thereafter, and upon such payment with costs the said complainants, Humphreys and Stewart, trustees of said second mortgage, shall satisfy and discharge said mortgage debt so secured by said second mortgage, together with interest and cost, and in default of such payment of said parties or any one in their behalf within the period so limited, their equity of redemption under said second mortgage is forever barred and foreclosed.

Third. That the said bridge company after the making of its said first and second mortgages and said deed supplemental thereto, having made its third mortgage, dated the 2nd day of March, 1874, whereby it conveyed to said complainant Humphreys and said defendants Taussig and Vail, the same premises as trustee to secure the payment of certain indebtedness therein described, did on the first day of January, 1875, execute and deliver to said Solon Humphreys and John Pierpont Morgan as trustees, its fourth mortgage in said original and in said cross bills mentioned, whereby said bridge company conveyed the same premises in said first and second mortgages, and the deed supplemental thereto mentioned, subject to the prior liens of said first, second and third mortgages mentioned to secure the payment of certain indebtedness therein mentioned.

Fourth. That in default of the payment of the amounts so decreed to be paid as secured by said first mortgage and

said second mortgage with costs of suit within the times fixed as aforesaid, the court doth order and decree, that said bridge, its approaches and appurtenances, franchises and other property included in, mentioned and described in said first and second mortgages and in said deed supplemental to said two mortgages, shall be sold by Ezekiel W. Woodward, who is appointed commissioner for that purpose, and that the same shall be sold as an entirety.

Fifth. It is further ordered by the court, that said commissioner shall proceed to sell said premises before mentioned at the east front door of the court house on Fourth street, between Market and Chestnut streets, in the city of St. Louis, at public auction, to the highest and best bidder, on the 20th day of December, 1878, between the hours of twelve o'clock in the forenoon and four o'clock in the afternoon of that day; that at such sale the said commissioner shall exact from the purchaser thereof, the sum of fifty thousand dollars in gold as soon as the property is struck off to him, as earnest money, and if such purchaser shall fail to do so within one hour from the time the same is struck off to him, then such failure shall be deemed a withdrawal of the bid of such purchaser, and no bid from such defaulting purchaser shall thereafter be received, and the said commissioner shall forthwith proceed again to offer said premises for sale under the provisions of this decree, requiring from the purchaser the like amount of earnest money to be paid over to him; that said commissioner shall, prior to said sale, give notice of the time and place of sale and of the property to be sold by advertisement published in one newspaper in each of the cities of St. Louis and New York at least five weeks before the day of sale.

And it is further ordered and decreed that said premises and property shall be sold upon the further terms and conditions, to-wit: That the purchaser shall, upon the confirmation of sale, first pay in cash the costs of this suit and the expenses of sale, including the commissions to the trustees and fees of the solicitors, and counsel therein, as may be determined by the court or some judge thereof; that said purchaser also pay in cash in addition to and over his bid the amount that shall be outstanding of the debts, obligations and certificates of the said receivers, amounting to the

sum of three hundred and seventy thousand dollars ($370,000.00), more or less, in gold, as the same shall be ascertained by the court or some judge thereof, or procure the same to be taken up and surrendered to the said commissioner, to be by him returned to the court for cancellation, and that the balance of said bid shall be paid in cash at the confirmation of the sale, should said sale be confirmed; but if such purchaser should be a bondholder, or represent bondholders under said first mortgage, upon such confirmation, he may, at his option, turn in upon the balance remaining due of his bid first mortgage bonds secured by said first mortgage, at a rate bearing the same proportion to the face value as the said balance of his bid bears to the entire debt adjudged to be due on said first mortgage and the residue necessary to pay the other first mortgage bondholders their proportion of said bid upon each bond whose bonds have not been so turned in in payment, said purchaser shall pay in cash, provided, however, that should said bridge property, rights and franchises be purchased by a bondholder, or the representatives of bondholders under said first mortgage, then at any time within thirty days after said sale, any bona fide holder of bonds secured by said first mortgage shall have the right to become a joint purchaser thereof to the extent and in the proportion to the bonds so held by him, bear to the whole number of said bonds outstanding upon paying his said pro rata share of said purchase-money, together with all obligations, costs and expenses hereinbefore expressed, and that result from said purchase under said first mortgage; and in case the bid of the purchaser shall exceed the entire debt so found to be due on said first mortgage and the amount of said costs and expenses, then the purchaser, after paying the cash necessary to pay said costs and expenses, to provide for the said debts, obligations and certificates as so ascertained, and to provide moneys sufficient to pay the bondholders holding first mortgage bonds not turned in, and turning in the first mortgage bonds held by him at the above rate, may for the residue of his bid turn in bonds secured by said second mortgage at a similar rate to that provided for the first mortgage bonds and the remainder of his bid necessary to pay his proportionate part to any bondholders holding second mortgage bonds whose bonds

were not turned in, said purchaser shall pay in cash, and provided, that if said purchaser shall be a bondholder or represent in said purchase bondholders under said second mortgage, then at any time within thirty days after said sale, any bona fide bondholder of the bonds secured by said second mortgage, shall have the right to become a joint purchaser to the extent, and in the proportion that the bonds so held by him bear to the whole number of said bonds outstanding, upon paying his said pro rata share of the purchase money, together with all the obligations, costs and expenses hereinbefore expressed and that may result from said purchase under said second mortgage.

Sixth. The court doth further order and decree that the said commissioner shall make a report of said sale and the proceedings thereunder and shall prepare and report a draft of the deed proposed to be executed by him to the purchaser of said sale, all of which shall be subject to approval and confirmation of the court or some judge thereof.

Seventh. The court doth further order and decree that all questions of cost and allowance, the amount of debts, obligations and certificates of receivers outstanding, the amount in the hands of receivers, and all other questions not disposed of in the foregoing decree, are reserved until the further action of the court or some judge thereof.

Order of Court and Confirmation of Sale.
February 17, 1879.

And now on this day, before the Hon. Samuel Treat, one of the judges of this court, at chambers in the city of St. Louis, comes Ezekiel W. Woodward, the commissioner appointed by decree of this court in this cause, and presents this report of sale thereunder, dated January 22, 1879, and thereupon, on hearing counsel for the several parties and the purchaser,

It is ordered that said report of sale and the sale therein referred to, be and the same hereby are in all things confirmed, and that Daniel W. Paul, Esquire, of the city of St. Louis, be, and he hereby is appointed auditor to examine and verify the accounts of said receivers, and to ascertain and report to this court the amount of the net receipts of

the bridge remaining in the hands of said receivers at the time of the sale thereof, also the amount of the net receipts of said bridge received by said receivers thereafter until the first day of the next term of this court, and also the amount of the debts, obligations and certificates of the said receivers, outstanding on the day of said sale and the amount of any that has been since discharged by them, also the amount of the net receipts of the tunnel remaining in the hands of said receivers from the time of their taking possession thereof until the time of delivery thereof by them to the Tunnel Railroad of St. Louis, also the amount of the expenses attending the foreclosure and sale of said bridge and said tunnel.

Also that said auditor ascertain and report the number of first mortgage bonds and receivers' indebtedness turned in by said purchaser in paying for said bridge and the amount or sum payable to the holders of such bonds not so turned in and still outstanding and payable, and it is further ordered that said auditor report on the first day of the next term of this court.

DECREE.

Ordering Conveyance to Purchaser.

March 29, 1879.

And now on this twenty-ninth day of March, A. D. 1879, at a stated term of this court, come the said parties, and the trustees in said mortgages respectively, and the said receivers in said cause, and Anthony J. Thomas, the purchaser of the premises sold by virtue of the former decree herein, by their respective counsel and present the report of the auditor, Daniel W. Paul, pursuant to the order made herein February 17, 1879, confirming the sale so made to said Thomas (all of said parties waiving exceptions to said auditor's reports), and also present the petition of said Thomas verified March 13, 1879, and it having been made to appear to the Court that said Thomas purchased the said premises for and on behalf of an association of the holders of said first mortgage bonds of said Illinois and St. Louis Bridge Company and other persons, and that said associa-

tion has entered into a contract with a new corporation known as the St. Louis Bridge Company to procure the transfer to it of the said premises for the purposes of a plan of reorganization, and that there have been turned in on account of said purchase and deposited with the special commissioner appointed by a former decree in this cause, in pursuance of the terms of said decree, 3821 of said first mortgage bonds, and all coupons due and unpaid up to the day of sale, belonging to said 3821 bonds, and satisfactorily release and discharge of the debts, obligations and certificates of said receivers outstanding on the day of sale, and not since paid by said receivers out of moneys in their hands part of the income of said bridge, prior to said sale, and that there are still outstanding 124 of said first mortgage bonds, and that no holder of said last named first mortgage bonds, has become a joint purchaser with said Thomas of the premises so sold under the provisions of said decree.

It is ordered, adjudged, and decreed that the amount of the debts, obligations, and certificates of said receivers outstanding on the day of said sale, payable by said purchaser under the provisions of said decree, is hereby ascertained and fixed at the sum of $346,134.76, and that the said debts, obligations, and certificates have been taken up and discharged by said purchaser; and that the said commissioner execute to said purchaser a deed for the premises so sold, in the form reported by him in his report of sale heretofore confirmed, and that said defendant, the Illinois and St. Louis Bridge Company, join in the execution thereof as therein provided, and that thereupon said receivers deliver to said purchaser and his assigns possession of the premises thereby conveyed, and also transfer and deliver to him and them all personal property remaining in their hands, acquired for and used by them, in the operation of said premises as is in said petition mentioned.

And it further appearing to the Court, that the total amount of said first mortgage bonds outstanding on the said day of sale was 3945, each for the sum of $1,000, with interest from April 1, 1878, and that there have been turned in by or on account of said purchaser and deposited with said commissioner, in pursuance of the former decree herein, 3821 of said bonds with the coupons for the interest

thereon from the date aforesaid, to-wit: April 1, 1878, and that the expenses of the foreclosure proceeding herein, which are hereby allowed and charged upon the proceeds of said sale, amount to $47,542.18, making the net proceeds of sale of said premises the sum of $1,942,457.82, and the share or proportion thereof applicable to each such bond with the reservation hereinafter made, the sum of $494.91, it is ordered, adjudged, and decreed that said purchaser or his assigns shall pay over to said John A. Stewart and Solon Humphreys, trustees of said first mortgage, for each bond, that, at the expiration of said three months, the holder thereof shall not have joined and united with said association, the said sum of $494.91, as the proportionate part coming to the holder of said bond of the proceeds of said sale, for the benefit of such holder, the premises so conveyed and delivered being hereby charged with a lien in favor of any and all holders of said first mortgage bonds not so turned in for the amount so payable thereon, and upon the further condition, that any or all of such last mentioned holders of said 124 first mortgage bonds, as are so advised, may within said three months join and unite with said association and bring in their bonds, and the same shall be accepted and admitted by said association to all the privileges and benefits thereof. At the expiration of said three months, such right shall cease and determine.

And it is further ordered that the said commissioner deposit with the clerk of this court the evidences of the discharge of the indebtedness of said receivers deposited with him, as mentioned in the said auditor's report, the same to be cancelled by said clerk, and also that he stamp or mark upon each of said first mortgage bonds so deposited with him, as evidence of the payment so made upon said bonds, that the same with the interest coupons thereof falling due on and after October 1, 1878, up to the day of sale, have been paid and discharged to the amount of $494,91 out of the proceeds of the sale of the property mortgaged to secure the payment of the same; and after having so stamped or marked said bonds, that said commissioner return the same to said purchaser or his assigns, and report his acts and proceedings thereunder to this court.

And it is further ordered, adjudged, and decreed that the said expenses of foreclosure of said bridge are hereby allowed at the sum of $47,542.18; and the said commissioner is hereby directed to pay the same out of the earnest money deposited in his hands within said period of three months, and that the balance of said earnest money not so applied to be repaid to said purchaser after the payment of such further costs herein as may accrue in said cause since the 17th day of March, 1879.

And it is further ordered, adjudged and decreed that the said receivers pay over to said purchaser and assigns the net receipts of said bridge received since said day of sale to the 17th of March, 1879, being the sum of $88,878.22, as ascertained and reported by said auditor, taking from said purchaser proper vouchers therefor, and filing the same in the office of the clerk of this court, and that the said receivers do also transfer to said purchaser all uncollected claims and accounts due to them on account of the business of said bridge from the day of sale to the 17th day of March, 1879, and not yet collected, and that they retain in their possession until the further order of this court, or some judge thereof, the net receipts of the said tunnel during their possession thereof, being the sum of $94,267.46, as ascertained and reported by said auditor; and that the repayment of said receivers by themselves, as trustees, of the sum of $17,635.43, with interest thereon at seven per cent. per annum, out of the moneys in their hands as such receivers as appears by their accounts presented to the court, be and the same is hereby approved, and that the accounts of said receivers be and the same are hereby approved and allowed, and that upon complying with the several acts and things herein by them required to be done, said receivers be discharged from the further administration of their trust, except in respect of their custody of the moneys last above mentioned, reserving, however, for the further consideration of this ocurt, all outstanding liens or demands against said bridge company or the proceeds of the sale thereof, now before the court for adjudication and undetermined, which said demands may, if allowed, change the pro rata due on said first mortgage bonds as hereinbefore stated.

TUNNEL RAILROAD OF ST. LOUIS.
ARTICLES OF ASSOCIATION.
TUNNEL RAILROAD OF ST. LOUIS.

We, the undersigned, intending to form a company for the purpose of constructing, maintaining, and operating a standard or broad gauge railroad for public use in the conveyance of persons and property in pursuance of the laws of the state of Missouri, do for that purpose make and sign these present articles of association, and we hereby state that:

1. The name of said company shall be the Tunnel Railroad of St. Louis.

2. The number of years that said company is to continue is five hundred years.

3. The places from and to which said road is to be constructed, maintained, and operated are as follows:

From a place on the eastern boundary line of the state of Missouri, opposite to the city of St. Louis, where the present bridge over the Mississippi river, called the Illinois and St. Louis bridge, crosses said line, thence to a place near Poplar street in said city, and to the western limits of said city; so as to make suitable connection with the tracks of the Union Depot Company of St. Louis, the Missouri Pacific, the St. Louis, Iron Mountain and Southern, and other railroads having termini in the said city; together with the necessary side tracks in said city.

4. The length of said road as near as may be is six miles.

5. The name of the only county in the state of Missouri through or into which said road is made or intended to be made is the city of St. Louis.

6. The amount of the capital stock of said company shall be one million two hundred and fifty thousand dollars ($1,250,000) and the number of shares of which said capital stock shall consist shall be twelve thousand five hundred (12,500) of one hundred dollars ($100) each; and,

7. The names and places of residence of the directors of said company, five in number, who shall manage its affairs for the first year and until others are chosen in their places,

are Julius S. Walsh, William Taussig, Norbert S. Chouteau, William S. Humphreys, and Robert B. Whittemore, all of the city of St. Louis.

In witness whereof, each of us have subscribed to these articles of association his name, place of residence, and the number of shares of stock he agrees to take in said company, the 16th day of December, in the year of our Lord one thousand eight hundred and seventy-eight.

Julius S. Walsh, St. Louis, twelve; William Taussig, St. Louis, twelve; Norbert S. Chouteau, St. Louis, twelve; W. S. Humphreys, St. Louis, twelve; and R. B. Whittemore, St. Louis, tweive.

State of Missouri, City of St. Louis, ss.

Be it remembered that on the respective herein mentioned days, personally appeared before me, a notary public in and for the city and county of St. Louis, state aforesaid, to-wit: William Taussig, W. S. Humphreys, R. B. Whittemore, on the 16th day of December, A. D. 1878, Julius S. Walsh and Norbert S. Chouteau on the 17th day of December, A. D. 1878, all and each of whom are personally known to me to be the same persons whose names are subscribed to the foregoing articles of association as parties hereto, and each of them acknowledged the same to be his act and deed for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal this 17th day of December, in the year of our Lord one thousand eight hundred and seventy-eight.

Qualified January 15, 1877, for a term expiring February 14, 1882.

(Seal.)

Geo. C. Fabian,
Notary Public for the City and County of St. Louis, Missouri.

State of Missouri, City of St. Louis, ss.

William Taussig, Julius S. Walsh, and W. S. Humphreys, being sworn, say and each for himself says, that these deponents are three of the directors of the Tunnel Railroad of St. Louis, named in the foregoing articles of association; that upwards of one thousand dollars ($1,000.00) of stock

for every mile of railroad proposed to be made, pursuant to said articles of association, has been in good faith subscribed thereto and five per cent paid in cash thereon to the directors named in said articles of association, and that it is intended in good faith to construct, maintain and operate the standard or broad gauge road mentioned in said articles of association.

William Taussig,
Julius S. Walsh,
W. S. Humphreys.

Subscribed and sworn to before me this 17th day of December, A. D. 1878. Qualified January 15, 1877, for a term expiring February 14, 1882. Witness my hand and notarial seal.

(Seal.) George C. Fabian,
Notary Public for the City and County of St. Louis, Missouri.

Filed in the office of the Secretary of State of Missouri, December 18, 1878.

An Act.

Authorizing the Construction of a Bridge Over the Mississippi River, at St. Louis, Missouri.

Approved February 3, 1887.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the consent of Congress is hereby given to the Saint Louis Merchants' Bridge Company of St. Louis, Missouri, a corporation created by the laws of the state of Illinois, or its assigns, or successors, or any legally incorporated railroad company or companies which may be associated with it therein, to build a bridge as hereinafter described, and maintain the same across the Mississippi river at some suitable point between the present St. Louis bridge, known as the Eads bridge, St. Clair county, Illinois, and the mouth of the Missouri river; Provided, that no bridge shall be constructed across the Mississippi river within two miles above or two miles below the bridge heretofore constructed and known as the Eads bridge. Said bridge shall be constructed

to provide for the passage of railway trains, and, at the option of the persons by whom it may be built, may be used for the passage of wagons and vehicles, for the transit of animals, and for foot passengers.

Sec. 2. That any bridge built under this act and subject to its limitation shall be a lawful structure, and shall be recognized and known as a post route, upon which also no higher charge shall be made for the transmission over the same of the mails, the troops, and the munitions of war of the United States, than the rate per mile paid for the transportation over the railroad or public highways leading to the said bridge; and it shall enjoy the rights and privileges of other post roads in the United States.

Sec. 3. That if the bridge shall be made with unbroken and continuous spans, it shall have at least two channel spans of not less than five hundred feet clear width each, and one span of three hundred feet clear width of channel way; provided, That said bridge may have two spans of not less than seven hundred and fifty feet each clear width of channel way, if thought best, instead of three spans as aforesaid, the said channel ways to be measured at right angles to the current at any and all stages of water, and said span or spans shall not be of less elevation in any case than fifty feet above high water mark, as understood at the point of location, to the bottom chords of the bridge, and the piers of said bridge shall be parallel with the current of the river, and there shall not be less than fifty feet at high water mark from the surface of the water to the bottom chords of said bridge.

Sec. 4. That the piers of all high channel spans shall be built parallel with the current of the river at that stage of water which is most important for navigation; and riprapping or other protection for imperfect foundations which will materially lessen the waterway shall not be employed in the channel ways of the high spans, and piers which will produce cross currents or bars dangerous to navigation shall not be constructed; and if, after construction, any piers or protection walls are found to produce the above mentioned effects, the nuisance shall be abated or corrected by or at the expense of the persons owning said bridge.

Sec. 5. That in case the approaches to channel-spans, or raft passages in said bridge be found dangerous or difficult of access by any important class of river traffic, the secretary of war shall order the construction of such sheer-booms, guide-piers, or other similar device as will obviate the difficulty with sheer-boom, guide-pier or other device shall be paid for by the persons owning or operating said bridge.

Sec. 6. That the persons owning, controlling or operating the bridge authorized by this act shall maintain, at their own expense, from sunset to sunrise, throughout the year, and during heavy fogs, such lights or other signals as the light-house board shall prescribe, and shall, during the season of navigation, have posted in a conspicuous place on or near the bridge the clear-head-room under the channel span on that day, the figures expressing this height to be not less than two feet high, and to be readily visible from any point in the channel of the river for a stretch of three thousand feet above and one thousand feet below the bridge.

Sec. 7. That no bridge shall be erected or maintained under the authority of this act which shall at any time substantially or materially obstruct the free navigation of said river; and if any bridge erected under such authority shall, in the opinion of the secretary of war, obstruct such navigation, he is hereby authorized to cause such change or alteration of such bridge to be made as will effectually obviate such obstruction; and all such alterations shall be made and all such obstructions be removed at the expense of the persons owning or controlling said bridge; and in case of any litigation arising from any obstruction or alleged obstruction to the free navigation of said river, caused or alleged to be caused by said bridge, the case may be brought in the circuit courts of the United States of Missouri or Illinois, in whose jurisdiction any portion of said bridge may be located.

Sec. 8. That all railroad companies desiring the use of said bridge shall have and be entitled to equal rights and privileges relative to the passage of railway trains over the same, and over the approaches thereto, upon payment of a reasonable compensation for such use, and in case the owner or owners of said bridge and the several railroad companies

or any one of them, desiring such use shall fail to agree upon the sum or sums to be paid, and upon the rules and conditions to which each shall conform in using said bridge, all matters at issue between them shall be decided by the secretary of war upon a hearing of the allegations and proofs of the parties.

Sec. 9. That any bridge authorized to be constructed under this act shall be built and located under and subject to such regulations for the security of navigation of said river as the secretary of war shall prescribe; and the said company or corporation shall submit to the secretary of war, for his examination and approval, a design and drawings of the bridge and a map of the location, giving for the space of one mile above and one mile below the proposed location of the bridge, the topography of the banks of the river, the shore-lines at high and low water, the direction and strength of the current at low, medium and high water stages, and the soundings, accurately showing the bed of the stream, the location of any other bridge or bridges, and shall furnish such other information as may be required for a full and satisfactory understanding of the subject; and until the said plan and location of the bridge are approved by the secretary of war the bridge shall not be built; and should any changes be made in the plan of said bridge during the progress of construction, such change shall be subject to the approval of the secretary of war.

Sec. 10. That in case the construction of the bridge authorized in this act be not commenced within two years and completed within seven years from the date of its approval, then this act shall be null and void.

Sec. 11. That whereas a principal reason for giving authority to build the bridge herein contemplated is to secure reasonable rates and tolls for corporations and individuals for passing over the same, the St. Louis Merchants' Bridge Company, or its successors or assigns, shall not agree or consent to the consolidation of this bridge with any other bridge across the Mississippi river, or to the pooling of the earnings of this bridge company with the earnings of any other bridge company on said river, nor shall any person who is or may be a director or manager of any other bridge

over said river be a director or manager of the bridge herein provided for: Provided, That if this provision of this act shall at any time be violated in any of these particulars, such violations shall without legal proceeding, at once forfeit the privilege hereby granted, and said bridge shall become the property of the United States, and the secretary of war shall take possession of the same in the name and for the use of the United States.

Sec. 12. That the right to alter, amend or repeal this act is hereby expressly reserved. And it is further provided that no bridge shall be constructed across the Mississippi river within two miles above or two miles below the bridge herein authorized.

An Ordinance

No. 14,078—Approved July 9, 1887.

Authorizing the St. Louis Merchants' Bridge Terminal Railway Company to Construct, Maintain and Operate a Railroad over, Through and Along Certain Streets and Alleys, and over and Through Certain Blocks and Parts of Blocks in the City of St. Louis.

Be it ordained by the municipal assembly of the city of St. Louis, as follows:

Section 1. That Seth W. Cobb, Charles C. Rainwater, John D. Perry, John H. Gilkeson, John R. Holmes, and their associates, successors and assigns when duly incorporated, according to the provisions of article II of Chapter 21 of revised statutes of Missouri under the name of the St. Louis Merchants' Bridge Terminal Railway Company, are hereby authorized to construct, maintain and operate a railway with double track, standard gauge, with all necessary sidings and turnouts, along, across and over the streets and intersecting streets, alleys and city blocks in following out the route herein described. Provided that the tracks of said company shall be so laid as not to injure or destroy any tracks now laid by any other corporation; and provided, further that the location of the route of said railway shall not in any manner interfere with any unfor-

feited rights of way heretofore granted by the municipal assembly of the city of St. Louis hereby reserves the right to regulate by proper ordinance enacted, the rate of fare for passenger and the rate per hundred pounds for freight for the transportation of local freights less than car load lots, and of local passengers, transported over so much of its railway tracks as may be constructed, maintained and operated within the limits of the city of St. Louis. Provided, that the fare for all passengers carried or transported from point to point, within the city limits, shall not exceed five cents each.

Sec. 2. The railway herein provided for shall consist of a double track line, which shall begin in city block 439, thence across city blocks 432, 429, 422, 419, 148, 161, 160, 77, 52, 41, and across north and south alleys in said blocks over and across Tenth, Ninth, Eighth, Seventh, Sixth streets, Broadway, Fourth street, Third street, Second street, Main street across Plum street, across city block No. 1, across Commercial alley to the levee; thence along the levee to near the foot of Wash street, thence in a northwestwardly direction across city block 18, across Commercial alley, across Carr street, across city block 19 and north and south alley in same, to the intersection of Main and Biddle streets, thence northwardly along Main or First street, over and across Ashley, O'Fallon, Dickson, Florida, Mullanphy, Howard, Mound, Brooklyn, Labeaume, Tyler, Chambers and Madison streets; provided that said road shall consist of a single track on Main street from the north side of Biddle street to the north side of Florida street; thence north on Main street across Clinton street in a northeastwardly direction across Exchange square and across North Market street to Hall street, thence north on Hall street across Warren street, Montgomery street, St. Louis avenue, Wright street, Palm street, Branch street, Dock street, Buchanan street, Angelrodt street, Destrehan street, Mallinckrodt street, Salisbury street, Bremen avenue, Angelica street, Penrose street and Ferry street; provided the railway company herein authorized to lay its tracks on Hall street, between Bremen avenue and the St. Louis Water Works, shall fill said street to the grade established by the city, the full width of said street, from building line to building line;

thence in a northwestwardly direction across and through the grounds of the St. Louis Water Works west of all the engine and pumping houses of said works and near the western boundary thereof; across Douglas street through city block 2498 east, across May street, through city block 2497 west, and east and west alley in the same to or near where McKissock and Grand avenues intersect, thence north along McKissock avenue to Adelaide avenue, over and across John, Gano, Prairie, DeSoto, Talcott, Withers and Adelaide avenues, thence across block 3417 in a northwestwardly direction to Bulwer avenue, across Ruth avenue, across city block 3420, and across Harris avenue, thence north on Bulwer avenue to Bircher street, over and across Hawthorn, Athlone, Holly, Clarence, Pope, and Carrie avenues, thence in an eastern and northern direction to any point on the Mississippi river south of the chain of rocks. The line of said railway shall also begin at or near a point on Bulwer avenue, where said line crosses Pope avenue, thence over and across city block 3463 and east and west alley in same, across Carrie avenue, across city block 3475, and east and west alley in same, across Gypsey street, across city block 3476, and east and west alley in same, across Prescott street, across city block 3477, and north and south alley in same, to Bircher street, thence along Bircher street, across Ouida avenue and Broadway, to or near the intersection of said Bircher street with Florissant avenue, thence in a western and northerly direction over, across, and along the intervening streets, alleys and public highways to or near the point where the Natural Bridge road crosses the western city limits, over and across Florissant and Newstead avenues, running north of Bircher street, through city blocks Nos. 4400, 4401 and 4402, over and across Marcus avenue, running north of Bircher street, through city block numbered 4392, over and across Snead avenue, running north of Bircher street, over and across Bircher street through city block No. 4379, over and across King's Highway, through city blocks Nos. 4378 and 4377, over and across Calvary avenue, through city blocks numbered 4375 and 4374, over and across Semple avenue, through city blocks numbered 4355 and 4343, over and across Goodfellow and Darby avenues to the intersection of the Natural

Bridge road with the new city limits; provided that said Terminal Railroad shall cross Broadway, formerly Bellefontaine avenue, and Florissant avenue by overhead bridges, or by tunnels under said avenues, in the manner and at the height or depth prescribed by the board of public improvements; and provided, further that they shall file with the board of public improvements, within six months after the passage of this ordinance, a full and complete profile of the line of their railroad herein authorized, showing the grades and general alignment, and wherever in the opinion of said board, it may be necessary for the public safety, in addition to the requirements of sections 3 and 4 of this ordinance, to make crossings over or under public streets, the construction of such over or under crossings shall become obligatory upon said Terminal Railway Compauy, in addition to the bridges above mentioned. It is hereby stipulated and agreed by the St. Louis Merchants' Bridge Terminal Railway Company, for itself, its successors and assigns, that in the event of the failure or neglect of the St. Louis Merchants' Bridge Company, its successors and assigns, to construct a bridge across the Mississippi river at St. Louis, as provided for in "An act authorizing the construction of a bridge over the Mississippi river at St. Louis," approved February 3, 1887, and have the same completed within seven years from and after the said 3d day of February, 1887, and then in that case all the rights, privileges and franchises granted by this ordinance shall cease and become void, and so much of tracks as are herein authorized to be laid on the streets, avenues, highways, alleys and public places of the city of St. Louis, as may have been actually laid or constructed, shall be absolutely surrendered, quit-claimed and given over to the city of St. Louis. And the railway herein provided to be constructed and maintained shall be commenced within one year after the approval of this ordinance, and shall be completed within five years from February 3, 1887, and nothing herein shall authorize the construction of any part of said railway that shall not have been completed within five years from February 3, 1887.

Sec. 3. The railway herein authorized shall be elevated across Seventh street and until it reaches city block 19,

along said portion of its route, and wherever it runs along or across streets and alleys, it shall be constructed on wrought iron columns on masonry footings or foundations, which columns and footings shall be so placed as to interfere in the least possible manner with the use of the streets and alleys over or through which it runs and along the levee the western columns shall be placed upon the curb line, but in no place shall any column be placed between the curb lines, or in the roadway of any street, or alley, except the Levee. The distance from the surface of any street, or of any cross street, or any alley, except Eighth, Ninth and Tenth streets and Commercial alley, in city block 19, to the underside of any transverse or longitudinal girder shall not be less than 14 feet, except where said elevated railway crosses block 148, where the clearance under said elevated railway to the underside of any transverse or longitudinal girder, shall not be less than 19 feet, and such portion of the road where said elevated railway crosses over any steam railroad tracks, the clearance under said railway as herein provided to be built shall be determined by the board of public improvements, but in no case shall said clearance be less than 14 feet. That part of the tracks of said railway company, at the intersection of Main and Biddle streets, and north thereof, shall be laid and maintained on the grade of the streets and avenues as now established by city ordinance, and on the grade even with the surface of the street or avenue that may hereafter be established by the city ordinance; and the rails to be used in the construction and maintenance of said surface road, on all streets or cross streets and avenues that may now be, or that shall hereafter be reconstructed with granite or other material, shall be of a pattern known as "flat rail," and shall be laid and maintained to the satisfaction of the board of public improvements, or in accordance with plans presented by said company, and approved by said board; and whenever the streets through or over which its surface road runs are now or shall be hereafter paved, or the pavement changed, the said company shall have the space between its rails, between its tracks, and for two feet on the outside of the tracks, paved with such material as said streets are or shall be paved with, and keep the same in good repair at its own cost and ex-

pense, and to the satisfaction of the board of public improvements. Said company, its successors and assigns, shall, in the construction of its railway, also construct all sewers, culverts and bridges on the line of its railway, wherever necessary, at its own cost and expense, which work shall be done under the supervision of and to the satisfaction of the board of public improvements.

Sec. 4. Before said railway shall be constructed, said company shall submit to the board of public improvements a detailed drawing and specification of the elevated part of its tracks, showing the height of the proposed structure from the surface of the roadway to the underside of any transverse or longitudinal girder, together with such other detailed drawings and specifications of the structure as may be required by the board of public improvements for its further information; and if, in the opinion of the board of public improvements, any part of the proposed work should be altered or changed from the plan proposed, to meet the exigencies of any particular place or locality, the board of public improvements shall, by order, require such changes to be made. And if expedient to use stone columns instead of iron, this may be done, but if stone is used, the columns shall be of neat cut stone, and constructed on a plan first submitted to and approved by said board of public improvements. Until the plan of construction has been submitted to, and is approved by the board of public improvements, the streets shall not be interfered with, but after its approval the street commissioner shall permit the work to be carried out in strict compliance with the plans and specifications approved by the board of public improvements. All damage or injury done to the streets and alleys in the construction of the work shall be properly repaired by the railway company to the satisfaction of the street commissioner.

Sec. 5. Said Merchants Bridge Terminal Railway Company its successors, or assigns, shall, within sixty days after the completion of the St. Louis Merchants Bridge, connect its railway with the said bridge proposed to be built over and across the Mississippi river by the St. Louis Merchants Bridge Company, a corporation organized under the laws of

the State of Illinois, and by an act of congress of the United States, authorized to build such bridge, and for the purpose of making such connection, the said St. Louis Merchants Bridge Terminal Railway Company, its successors or assigns, shall construct, maintain and operate a double-track railway from some point on its main line between North Market street and the Chain of Rocks to said St. Louis Merchants Bridge, and the said St. Louis Merchants Bridge Terminal Railway Company, its successors or assigns, shall, within sixty days after the location of the bridge proposed to be constructed across the Mississippi river at St. Louis, Missouri, by the St. Louis Merchants Bridge Company, its successors or assigns, select and locate a route to connect its railway with said bridge and its approaches, and shall apply to the municipal assembly of the city of St. Louis for power and authority to construct, maintain and operate its railway over the route so selected, and over and across the streets, alleys and city blocks on said route; and when so authorized by proper ordinance, said St. Louis Merchants' Bridge Terminal Railway Company shall, within sixty days after the approval of the ordinance, construct, maintain and operate its railway in connection with said bridge and its approaches.

Sec. 6. The said St. Louis Merchants Bridge Terminal Railway Company, its successors or assigns, shall receive from any other railroad company, person, firm or corporation, and deliver to any other railway company, person, firm or corporation that shall hereafter have connection with its tracks within the city of St. Louis, including the return of the empty cars free of charge, any and all cars loaded, and also shall receive from any railway company, person, firm or corporation that shall hereafter have connection with its tracks within the city of St. Louis, including the return of the empty cars free of charge, and deliver the cars to any other railway company, person, firm or corporation that shall hereafter have connection with its tracks, including the return of the empty cars free of charge, as also to receive in car-load lots of freight from any person, firm or corporation that shall hereafter have connection with its tracks, and transfer the car to any person, firm or corporation that shall

hereafter have connection with its tracks, including the return of the empty cars free of charge, for which service it may charge therefore a sum of money not to exceed $1.00 for each car so transported to any station initial or terminal point on the line of its railway within the limits of the city of St. Louis; that it shall receive and deliver to any connecting railway at its terminals or any railway company, person, firm or corporation that shall hereafter have connection with its tracks, which service the said St. Louis Merchants' Bridge Terminal Railway Company shall do and perform without discrimination or delay, and within a reasonable time after written notice shall have been given to its proper officer or agent for the service required; and whenever the net profits of the said St. Louis Merchants Bridge Terminal Railway Company shall in any one year exceed 8 per centum on the capital actually invested by said company, earned from its passenger and freight traffic, including the fixed charge herein provided for transferring, switching or pulling cars, and including the compensation received from all other railroad companies having connection with it for running their trains, locomotive engines and cars, loaded or empty, over its railway tracks, side tracks, switches, turnouts and turn-tables, as provided for in section 9 of this ordinance, then the charges for transferring, switching or pulling and returning cars for the persons, corporations and railways aforesaid, shall immediately be reduced for the ensuing year to such a sum per car as will produce, from the number of cars so transported during the previous year, not more than 8 per centum per annum on the capital actually invested by said company; and in consideration of the rights and franchises hereby granted under the provisions of this ordinance, the St. Louis Merchants' Bridge Terminal Railway Company, its successors and assigns, covenants and agrees that it will file with the comptroller of the city of St. Louis, on the first day of January of each year a full and complete statement of the earnings and expenses of the said company for the year next preceding, subscribed and sworn to by its president and secretary.

Sec. 7. Said Merchants' Bridge Terminal Railway Company shall when required and authorized, as provided for in this section, connect its track by switches and side tracks with

any other railroad, depot, warehouse, factory, store, lumber, coal or stockyard or depot yards, or any commercial or manufacturing establishment of any individual or corporation located adjacent to the railway of said company; but no such switches or side tracks shall be laid along or across any alley, street, or public highway unless authority be first granted by the municipal assembly by proper ordinance enacted.

Sec. 8. Said Merchants' Bridge Terminal Railway Company shall not operate its trains of cars or locomotive engines on that part of its surface track within the old city limits at a rate of speed exceeding six miles per hour, and shall not stand any cars, locomotive or train of cars on its surface track opposite to, upon or across any street or highway, when not in motion, longer than five minutes at one time, and, when moving, the bell of the locomotive engine shall be constantly sounded; and if the train be backing, a man shall be stationed on the top of the rear car to give danger signals; and no train shall, at any time, be moved unless it be manned with experienced brakemen at their posts, who shall be so stationed as to see the danger signals from the locomotive engines; and the said Merchants' Bridge Terminal Railway Company shall, at its own cost and expense, maintain and keep watchmen and erect and maintain gates at the crossings of such streets as may be designated by the street commissioner. Said Merchants' Bridge Terminal Railway Company shall conform to and comply with all ordinances of the city of St. Louis now in existence or hereafter enacted; any violation of the provisions of this section by said Merchants' Bridge Terminal Railway Company, its agents or servants, shall be deemed a misdemeanor, and, upon conviction thereof in any court of competent jurisdiction, the party so convicted shall be fined for each offense not less than the sum of twenty-five dollars, nor more than one hundred dollars.

Sec. 9. Said Merchants' Bridge Terminal Railway Company shall, whenever requested, receive and transport, without delay or discrimination, all the cars, loaded or empty, of other railroads connecting with it, upon the terms, conditions and rates herein provided; and shall also permit any

other railroad company, having connection with it, to run its trains, locomotive engines and cars, loaded or empty, over its railway tracks, side-tracks, switches, turn-outs and turntables, for such reasonable compensation and under such reasonable rules and regulations as may be agreed upon by the said St. Louis Merchants' Bridge Terminal Railway Company and any other railroad company desiring to use said right of way, tracks, side-tracks, switches, turn-outs and turntables, subject to conditions herein named governing the movement of locomotive engines and trains of cars over its tracks and appurtenances; and in the event said companies cannot agree upon said compensation or rules or regulations, then the same or such part thereof as they may be unable to agree upon, shall be fixed and determined by two disinterested arbitrators, one to be chosen by each party; and in the event said arbitrators cannot agree, then they shall select a third, whose decision in the premises shall be final; and in the event either of said railway companies shall fail or refuse, for the period of ten days, after being thereunto requested in writing by the other party, to select an arbitrator, as herein provided, then such compensation, rules or regulations shall be determined by the railroad commissioners of the state of Missouri, after receiving satisfactory evidence of such failure or refusal, and their decision as to said matters shall be final.

Sec. 10. Said company shall, within sixty days after the approval of this ordinance, file with the city register its acceptance of the provisions hereof, and shall accompany the same with its bond in the sum of $50,000, with two or more good and sufficient sureties, owners of unincumbered real estate situated in the city of St. Louis, to be approved by the mayor and council, conditioned that it will comply with all requirements and conditions of this ordinance, and hold the city of St. Louis harmless from any claim or damages arising out of the construction, maintenance and operation of its railway authorized by this ordinance. And if at any time said bond shall become impaired by reason of recovery thereon, in any court of competent jurisdiction, or by reason of the insolvency or death of any one of the sureties therein, then and in that event said company shall renew said

bond, so that at all times the sum thereof shall be $50,000, with surety as aforesaid; and all renewals of said bond shall be made within ten days after notice in writing by the mayor. Any failure to comply with the provisions of this section of this ordinance by the said company, its successors or assigns, shall work a forfeiture of all the rights and privileges herein granted.

Sec. 11. In consideration of the rights and privileges herein granted to the said St. Louis Merchants' Bridge Terminal Railway Company, its successors or assigns, to construct, maintain and operate its railway, as authorized by Section 1 of this ordinance, said company shall, at the time of filing its acceptance of the provisions of this ordinance with the city register, pay into the treasury of the city of St. Louis the sum of $5,000, and shall, on the first day of January, 1894, and every year thereafter, on the first day of January, pay into the treasury of St. Louis the sum of $5,000, until the expiration of the time for which the right and franchise is herein granted, which sum of money shall become absolutely the property of the city of St. Louis, and this shall be in addition to all other taxes that are now or may be hereafter required by law.

The St. Louis Merchants' Bridge Terminal Railway Company shall pay into the city treasury, for each bridge hereafter constructed across its railroad tracks between Twelfth street and Eighth street, the sum of $15,000, said payments to be made within thirty days after the construction of the bridge or bridges is commenced.

And the said St. Louis Merchants' Bridge Terminal Railway Company shall, within two years after the completion of said St. Louis Merchants' Bridge and connection of said railway with said bridge, as herebefore provided, erect or cause to be erected at some point between Bremen avenue and its southern terminus, a passenger depot that shall not cost less than $200,000, plans for which shall have been approved by the board of public improvements.

Sec. 12. The rights and privileges hereby granted shall continue for the term of fifty years from and after the approval of this ordinance.

IN THE SUPREME COURT OF MISSOURI.

Before Court En Banc.

April Term, 1904.

State of Missouri Ex-Information
Edward C. Crow, Attorney General,
Informant,

vs.

Terminal Railroad Association of
St. Louis, *Respondent.*

AMENDED PETITION.

Now at this day comes Edward C. Crow, Attorney General of the state of Missouri, who in this behalf, prosecutes on the part of the state, consent of the Court first being had and obtained so to do, and files this, his amended information, herein, and informs the Court and charges that respondent is a railroad corporation organized under the general railroad laws of the state of Missouri, with a capital stock of fifty million dollars ($50,000,000) for the purpose of building, owning, and operating a standard gauge railroad in the state of Missouri; that from and at all times after the — day of July, 1898, the tracks and lines and road operated by respondent were and now are in part located as follows: Beginning at the west end of Eads Bridge at the foot of Washington avenue in the city of St. Louis, Missouri thence running with a double track standard gauge road in a southwesterly direction through a tunnel to Spruce and Eighth streets, thence westerly to the present Union Station at Eighteenth and Twenty-first streets and Clark and Market streets, in the city of St. Louis, at which point connections were then and ever since have been and now are made with the tracks, lines of road and termini of the Wabash Railroad Company, the St. Louis, Kansas City and Colorado Railroad Company, the Missouri Pacific Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, the St. Louis and San Francisco Railway Company and all other roads entering St. Louis from the south, west and north; also, from the place of beginning at the west end of Eads Bridge at the foot of Washington

Avenue in the city of St. Louis; thence easterly across the Mississippi river over and upon said bridge with a double track standard gauge road to a place in the state of Illinois opposite the city of St. Louis, and into the city of East St. Louis, where track connections were then and ever since have been and now are made with the tracks, lines of road and termini of the Illinois Transfer Railroad Company, the East St. Louis Connecting Railway, the East St. Louis Belt Railway Company, the East St. Louis and Carondelet Railway Company, the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, the Louisville and Nashville Railway Company, the Baltimore and Ohio Southwestern Railway Company, the Wabash Railroad Company, the St. Louis, Vandalia and Terre Haute Railway Company, the Chicago and Alton Railway Company, the Illinois Central Railway Company, the Southern Railway Company, the Toledo, St. Louis and Western Railway Company, the Mobile and Ohio Railroad Company, and all other roads entering East St. Louis from the north, east and south; that in addition to the aforesaid main lines of tracks of the standard gauge railroad, said respondent was on said date and ever since has been and now is the owner of and ever since has operated and is now operating various switches, side tracks, spurs, branches, depots and cross-overs leading to and from the various public and private warehouses, depots, storage houses and manufacturing and business establishments in the city of St. Louis, and which said switches, branches, spurs and side tracks are now and at all times herein mentioned have been properly connected with the said main lines and tracks of respondent, so as to enable the said respondent, as a common carrier for hire, to run, pull, haul and carry, transfer and switch the products so manufactured and stored in said warehouses, storehouses and other places, from said warehouses, storehouses, depots, manufacturing establishments and other places to and upon the tracks, lines, roads and termini of the various railroads entering and running into the city of St. Louis, and so as to enable respondent, as a common carrier for hire, to run, pull, haul and convey freight and articles of trade and commerce from the tracks, lines and termini of the various railroads entering and running into and through said city

of St. Louis, to and into said warehouses, storage houses, depots, manufacturing establishments and other places in said city; that the total length of the lines and tracks of respondent in the state of Missouri, including the Eads bridge, which spans the Mississippi river at the foot of Washington avenue in St. Louis, which respondent operates and controls by virtue of a perpetual lease to it granted, is about one hundred miles.

Informant further states that the St. Louis Terminal Railway Company was incorporated under the laws of the state of Missouri on the 9th day of November, 1892, with a capital stock of $1,500,000, divided into 15,000 shares of the par value of $100 each, said corporation to continue for a term of fifty years from and after the date of its incorporation. Said corporation was organized for the purpose of constructing, maintaining and operating a standard gauge railroad, beginning at or near the intersection of McKissock avenue and Grand avenue in the city of St. Louis, state of Missouri, thence in a westerly and northwesterly direction in the county of St. Louis, state of Missouri, thence southerly and southeasterly to a point near Ivory Station on the St. Louis, Iron Mountain and Southern Railroad Company, in said county of St. Louis; also, beginning at the point first named above at or near said intersection of McKissock avenue and Grand avenue, thence to a point on the northern boundary limits of the city of St. Louis, near the Chain of Rocks, thence through the county of St. Louis to a point on the north bank of the Missouri river in the county of St. Charles, between the city of St. Charles and the mouth of the Missouri river, passing through the county of St. Louis, through the city of St. Louis and into the county of St. Charles, a total distance of about thirty-five miles.

Informant further states that the "Merchants Bridge," which spans the Mississippi river at St. Louis, was constructed by the St. Louis Merchants Bridge Company, a corporation organized under the laws of.....; that said bridge spans said river parallel with the aforesaid "Eads Bridge," said bridge being constructed for the use of railroad companies in the transfer of freight and passengers across the Mississippi river at St. Louis.

Informant further states that the St. Louis Merchants Bridge Terminal Railway Company is a regularly incorporated railroad company, under the railroad corporation laws of the state of Missouri, and was on the 17th day of August, 1893, prior thereto and ever since has been and now is the owner of a standard gauge railroad in the state of Missouri, and has been ever since, prior to and now is conducting and operating said road in said state; that the lines of track and road of the said St. Louis Merchants Bridge Terminal Railway Company on said date and at all times thereafter and now commence at the present Union Station in the City of St. Louis, Missouri, situated between Eighteenth and Twenty-first streets and Market street and Clark avenue, running thence eastwardly with double track, standard gauge railroad to and across block 419 and Eighth street, thence to and across block 148 and Seventh street, thence to and across block 161 and Sixth street, thence to and across block 160 and Broadway, thence to and across block 77 and Fourth street, thence to and across block 52 and Third street, thence to and across city block 41 and Second street, thence to and across city block number 1 and Plum street to Poplar street and thence to the wharf on the west bank of the Mississippi river by elevated road, and thence northeastwardly along said wharf and across and along city block 13, Carr street, Biddle street, First street and from First street diagonally across North Market street and Hall street in a northerly direction and thence eastwardly from Hall street to the "Merchants Bridge" at the foot of Ferry Street in the said City of St. Louis, thence across the Mississippi River over and upon the said "Merchants' Bridge" to the state of Illinois and the city of East St. Louis opposite the said city of St. Louis where its lines and tracks are and at all times herein mentioned were connected with the lines of railroad and tracks owned and operated by the said Illinois Transfer Railroad Company, the East St. Louis Connecting Railway Company, the East St. Louis Belt Railway Company, the East St. Louis and Carondelet Railway Company, the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, the Louisville and Nashville Railway Company, the Baltimore and Ohio Southwestern Railway Company, the

Wabash Railroad Company, the St. Louis, Vandalia and Terre Haute Railway Company, the Chicago and Alton Railway Company, the Illinois Central Railway Company, the Southern Railway Company, the Toledo, St. Louis and Western Railway Company, the Mobile and Ohio Railroad Company, and all other railroads traversing the State of Illinois from the north, east and south into the city of East St. Louis; also, beginning at the west end of said Merchants Bridge at the foot of Ferry street in the said city of St. Louis, Missouri, thence westerly and southwardly with a standard gauge road through the city of St. Louis, for a distance of about twenty-five miles, intersecting and connecting with the tracks and lines and switches of the Wabash Railroad Company, the St. Louis, Kansas City and Colorado Railroad Company, the Missouri Pacific Railway Company, the St. Louis, and San Francisco Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, the St. Louis, Keokuk and Northwestern Railway Company, the Missouri, Kansas and Texas Railway Company and all other railroads entering the said city of St. Louis from the north, west and south; also, from said Union Station, hereinbefore mentioned, westward to the termini of the said Wabash Railroad Company, the St. Louis, Kansas City and Colorado Railroad Company, the Missouri Pacific Railway Company, the St. Louis and San Francisco Railway Company, the St. Louis, Iron Mountain and Southern Railway Company and all other railroads entering the said city of St. Louis from the north, west and south, thereby and thereat making railroad connections with said companies; that in addition to the aforesaid roads and lines of track the said St. Louis Merchants Bridge Terminal Railway Company owns and controls and operates various numbers of side tracks, branches and switches, extending to the various freight depots, private and public warehouses, storehouses and manufacturing establishments and other places where articles of trade and commerce are stored or to be stored and manufactured, which said branches, switches and side tracks are all properly connected with the main lines and road of the said company, so as to enable said company, as a common carrier for hire, to pull, haul, carry, transfer and convey freight and articles

of trade and commerce to and from said warehouses, storage houses, manufacturing establishments and other places upon the tracks and termini of the various railroads entering the city of St. Louis; that in addition thereto, the said St. Louis Merchants Bridge Terminal Railway Company holds and controls a lease from the St. Louis Merchants Bridge Company by which it controls and operates in perpetuity the bridge of said company over and across the Mississippi river at St. Louis hereinbefore described as "Merchants Bridge," that the total length of the lines of road and railroad tracks of said St. Louis Merchants Bridge Terminal Railway Company in this state is about fifty miles.

Informant further states that on the 2nd day of January, 1892, a contract and agreement was entered into between the St. Louis Terminal Railway Company as party of the first part and the St. Louis Merchants Bridge Terminal Railway Company as party of the second part, both of said companies being the corporations hereinbefore described bearing the respective names aforesaid. By the terms of said lease and agreement, it is stated that the St. Louis Terminal Railway Company is the owner of a certain line of railroad in the state of Missouri, between the point of intersection of the tracks of the two respective companies to said lease, in the city of St. Louis, and the point of connection of the tracks of the said St. Louis and San Francisco Railway at a point near Arlow Station, in the county of St. Louis. Said lease also provides that the St. Louis Merchants Bridge Terminal Railway Company owns, controls and operates a railroad extending from a point near the Union Depot in the city of St. Louis to and over the bridge across the Mississippi river to the state of Illinois, to a point in the state of Illinois, opposite said city of St. Louis, known as the "Merchants Bridge" and thence from said "Merchants Bridge" to a point of connection of the tracks of both parties to said agreements at or near the intersection of Morin avenue and Florissant avenue in said city of St. Louis, at which last named point the line of railroad owned, controlled and operated by the said St. Louis Merchants Bridge Terminal Railway Company intersects, joins and connects with the line of railroad of the St. Louis Terminal Railway Company.

By the terms of said lease and in consideration of the conveyance and the agreements therein contained and hereinafter mentioned, the St. Louis Terminal Railway Company leased, demised and let unto the said St. Louis Merchants Bridge Terminal Railway Company, its successors and assigns, free from all liens, and encumbrances of every kind, excepting a certain mortgage in said lease described and hereinafter mentioned for the full term of forty years from and after the 2nd day of January, 1892, the line of railroad of the said St. Louis Terminal Railway Company as the same then existed or may at any future time be located, constructed, maintained or operated or acquired between the point of intersection of the tracks of the said parties at or near the intersection of Morin avenue and Florissant avenue in the city of St. Louis to a point of connection of the railroad of the said St. Louis Terminal Railway Company with the St. Louis and San Francisco Railway near Arlow Station aforesaid and all the real estate, right of way, double track and cross-overs in said lease provided to be purchased or constructed together with the right, privilege and franchise of maintaining and operating said part of said railroad, and regulating, fixing, collecting and receiving all freights, tolls and charges for the use thereof, for the transportation of persons and property upon or over the same as it then was or as it may be at any time in the future constructed, maintained or acquired.

Said lease also provided that the said St. Louis Terminal Railway Company, for the purpose of obtaining the necessary funds with which to construct that part of the line of railroad so leased as aforesaid; to the said St. Louis Merchants Bridge Terminal Railway Company agrees to and promises to make and issue its bonds in the sum of one million five hundred thousand dollars, in the denomination of one thousand dollars each, which bonds are to run for a period of forty years from the first day of January, 1893, with the right to the said St. Louis Terminal Railway Company to redeem any or all of said bonds after a period of twenty years from the date thereof, said bonds to bear interest at the rate of six per cent per annum, with interest coupons attached, payable on the first days of July and January of each year; and to secure the payment of said

bonds, the said St. Louis Terminal Railway Company further agreed to execute a first mortgage or deed of trust upon so much of its said railway as by the terms of said agreement are leased to the said St. Louis Merchants Bridge Terminal Railway Company, with all the real estate, right of way, double track and cross-overs as the same then were or may be at any time thereafter constructed, maintained or operated or acquired together with all the rights, privileges and franchises thereto belonging. And in consideration of the several promises, undertakings and agreements therein set out to be kept and performed by the said St. Louis Merchants Bridge Terminal Railway Company in said lease covenanted and agreed that it would so soon as the bonds and guarantees aforesaid are executed, transfer and deliver said bonds to the St. Louis Merchants Bridge Terminal Railway Company, as the property of the said St. Louis Merchants Bridge Terminal Railway Company, and that it would cause to be assigned, transferred and delivered to such trustees as the said St. Louis Merchants Bridge Terminal Railway Company should designate in trust for the said St. Louis Merchants Bridge Terminal Railway Company, 333 full paid shares of the capital stock of the said St. Louis Terminal Railway Company, said shares to be part of those already subscribed for and issued, and said St. Louis Terminal Railway Company further covenanted in said lease and agreed that no other or further shares of its capital stock should be subscribed for or issued than those already subscribed for, to-wit: 350 shares. The said St. Louis Terminal Railway Company further agreed to and with said St. Louis Merchants Bridge Terminal Railway Company that it would keep up its organization and renew its corporate existence as a railroad corporation under the laws of the state of Missouri during the lifetime of the lease, and that it will in its own name and at the request and expense of the said St. Louis Merchants Bridge Terminal Railway Company institute and prosecute such suits and proceedings of every kind whatsoever, and do and perform all such acts and things as may be deemed necessary by the said St. Louis Merchants Bridge Terminal Railway Company in order to secure the necessary right of way and depot grounds for the use of said

railroad, or which may be deemed necessary by the said St. Louis Merchants Bridge Terminal Railway Company in order to preserve and protect all the rights of the said St. Louis Merchants Bridge Terminal Railway Company under said agreement. And in consideration of the several promises, undertakings and agreements therein set out and contained in said lease to be kept and performed by the said St. Louis Terminal Railway Company, the said St. Louis Merchants Bridge Terminal Railway Company, by the terms of said agreement, covenanted and agreed to and with the said St. Louis Terminal Railway Company: First, that it would guarantee the payment of the interest on said bonds amounting to $1,500,000 so issued and secured by the mortgage or deed of trust as hereinbefore mentioned.

Second, that its successors and assigns would, within a period of two years from the date of said lease acquire and convey to the said St. Louis Terminal Railway Company, such real estate for its right of way, of a width of not less than fifty feet, from the point of intersection of the tracks of the respective parties to said lease at or near the intersection of Morin avenue and Florissant avenue, in the city of St. Louis, to a point of connection of the St. Louis Terminal Railway Company with the St. Louis and San Francisco Railway Company near Arlow station, and that it would construct the railroad of the said St. Louis Terminal Railway Company to consist of first class, double track railway, standard gauge, and it shall be of such character as shall by the said St. Louis Merchants Bridge Terminal Railway Company be deemed necessary to form a continuous railroad from and to points hereinbefore described.

Third, that it, the said St. Louis Merchants Bridge Terminal Railway Company, its successors and assigns, will after the completion of said road and during the continuance of said lease make such additions to the property, construct such side tracks and erect such stations as in the opinion of the said St. Louis Merchants Bridge Terminal Railroad Company be necessary or beneficial to the said property, the cost of which shall be repaid to it by the said St. Louis Terminal Railway Company at the expiration of said lease, and as a further security for the payment of such cost, the

said St. Louis Merchants Bridge Terminal Railway Company shall be entitled to the compensation, use and enjoyment of said railroad until the same is paid.

Fourth, that said St. Louis Merchants Bridge Terminal Railway Company will, out of the earnings and rates of said railroad or from its own funds pay to the said St. Louis Terminal Railway Company the sum of five hundred dollars per annum for the purpose of keeping up its organization and will pay all taxes assessed against the said St. Louis Terminal Railway Company; a copy of which said agreement is herewith filed and marked Exhibit "A" and made a part of this information.

Informant further states that both the respondent and the St. Louis Merchants Bridge Terminal Company were on the —— day of August, 1893, for a long time prior thereto, at all times since and now are, equipped with engines and freight and passenger cars and all other necessary facilities to do and at all such times were and now are doing a general railroad business in the state of Missouri, operating their respective lines of road in this state, carrying, hauling, and conveying passengers and freight thereupon and therefrom, as common carriers for hire, to and from points and stations upon and along their respective roads, which said points, stations and places are common to each of said roads and as such are connected by suitable connections, facilities and stations by each of said roads.

Informant further states that on said 17th day of August, 1893, said respondent and the St. Louis Merchants Bridge Terminal Railway Company, owning and operating the roads heretofore described and transacting the business described, each being equipped with proper motive power, engine, freight and passenger cars and other facilities necessary for the transacting of their respective business, and as such were competing with each other in said business and in the carrying and conveying of freight and passengers over their respective roads between various stations, places and depots thereupon, as well as in the transfer of freight and passengers from and to the termini of the various railroads entering the state of Missouri at the city of St. Louis and all roads centering in the said city of St. Louis from all directions, and that said companies now

engaged in and ever since said 17th day of August, 1893, have been so engaged in conducting said business as aforesaid; but not in competition with each other for the reasons hereinafter stated.

Informant further states that on the 17th day of August, 1893, an agreement was entered into between the "St. Louis Merchants Bridge Terminal Railway Company," the "Terminal Railroad Association of St. Louis" and the "St. Louis Terminal Railway Company," all of which are the corporations by those names hereinbefore described. The general nature of said agreement and contract was to cause the Terminal Railroad Association of St. Louis to be successor to all the rights of the said St. Louis Merchants Bridge Terminal Railway Company in and to the lease which it held from the said St. Louis Terminal Railway Company, under date of January 2d, 1892, hereinbefore described. By the terms of said agreement, so made on the 17th day of August, 1893, the said Terminal Railroad Association of St. Louis succeeds to all the rights of the purchasers of the $1,500,000 of first mortgage bonds so executed by the said St. Louis Terminal Railway Company described in said lease dated January 2d, 1892, and said Terminal Railroad Association of St. Louis became the assignee of the said St. Louis Merchants Bridge Terminal Railway Company in said contract and lease. The following further things were therein agreed upon by the parties to said lease:

First. The St. Louis Merchants Bridge Terminal Railway Company transferred, assigned and set over unto the said Terminal Railroad Association of St. Louis, the said contract dated January 2d, 1892, and all right, title and interest in and to the same and all leasehold interests, stocks, bonds and other property of every nature and kind described in said contract and had or acquired by the said St. Louis Merchants Bridge Terminal Railway Company.

Second. The said Terminal Railroad Association of St. Louis agreed and undertook to fully carry out and perform and discharge all and singular the obligations assumed by the said St. Louis Merchants Bridge Terminal Railway Company under the provisions of said prior contract, with like force and effect and to all intents and purposes as if

the said Terminal Railroad Association of St. Louis had been and was the party of the second part in said lease and contract. And the said Terminal Railroad Association of St. Louis further agreed to cancel the guarantee of the said St. Louis Merchants Bridge Terminal Railroad Company on all of the bonds of the said St. Louis Terminal Railway Company, so executed under and by virtue of the terms of said prior lease aforesaid and to endorse its own guarantee thereon, to-wit: The guarantee of the Terminal Railroad Association of St. Louis; and said St. Louis Terminal Railway Company released the said Merchants Bridge Terminal Railway Company from any and all obligations assumed by it in said prior contract and accepted in lieu thereof, the obligations of the said Terminal Railroad Association of St. Louis to perform the things in said prior contract specified and imposed upon the said St. Louis Merchants Bridge Terminal Railway Company; a copy of which said agreement is herewith attached, marked Exhibit "B" and made a part hereof.

Informant further charges that on the 17th day of August, 1893, an agreement was made and entered into by and between the St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, both being the corporations by the respective names as hereinbefore set out; the terms of such agreement between such companies being in substance as follows: The St. Louis Merchants Bridge Terminal Company granted to the said Terminal Railroad Association of St. Louis, the right to perpetual use of all tracks, side tracks, switches, turn outs, turn tables, yards and depots and all other terminal facilities of whatsoever nature and kind then owned or which may afterwards be owned, possessed, controlled or acquired by said St. Louis Merchants Bridge Terminal Railway Company, in the city of St. Louis; provided such use so granted shall not exclude the use of said facilities by said Merchants Company.

Said Terminal Railroad Association accepted the grant of said right to perpetual use of said terminal facilities from the said St. Louis Merchants Bridge Terminal Railway Company and in payment and compensation therefor, guaranteed the payment of all liabilities of the said St. Louis

Merchants Bridge Terminal Railway Company, and further agreed to endorse on or before September 1st, 1893, or if not presented by said date, as soon thereafter as such bonds are presented, its guarantee of payment upon $3,500,000 of five per cent, first mortgage bonds of said Merchants Company, bearing date of October 1st, 1890, commencing with coupons due on April 1st, 1894. It is further agreed under the terms of such contract that all bills receivable, all bonds, choses in action and all other assets of whatever nature, kind or description now belonging to or afterwards acquired by the said St. Louis Merchants Bridge Terminal Railway Company shall be used in the discharge and payment of its then present and future liabilities, so far as such assets may be sufficient for that purpose. The said Terminal Railroad Association of St. Louis, by the terms of said agreement, subscribed for 4,384 shares of the capital stock of said St. Louis Merchants Bridge Terminal Railway Company and the said St. Louis Merchants Bridge Terminal Railway Company therefore sold, transferred, assigned and set over to the said Terminal Railroad Association of St. Louis the said 4,384 shares of its capital stock full paid and non-assessable; a copy of which said lease and agreement is hereto attached marked Exhibit "C" and made a part hereof.

Informant further states that the lines of road of the St. Louis Terminal Railway Company and the lines of road of the respondent are natural competitors with each other in the general railroad business in this state, the lines of road of said companies being parallel and competitive in the carrying of freight and passengers from various points throughout the state of Missouri into and through the city of St. Louis and to and from the wharf on the west bank of the Mississippi river at St. Louis.

Informant further states that since the execution of the lease aforesaid of the St. Louis Terminal Railway Company to the St. Louis Merchants Bridge Terminal Railway Company, and since the contract by and between the said St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis and the St. Louis Terminal Railway Company hereinbefore described, wherein the said Terminal Railroad Association of St. Louis

acquired all of the rights, privileges, powers, property and franchises of whatsoever character of the said St. Louis Terminal Railway Company, and acquired 333 shares of the capital stock of said St. Louis Terminal Railway Company of St. Louis, the said Terminal Railway Association of St. Louis has acquired the remaining number of shares of stock of the said St. Louis Terminal Railway Company subscribed, issued and outstanding; which number of shares so outstanding and so owned and controlled by the said Terminal Railroad Association of St. Louis is three hundred and fifty, and that by virtue of the contracts and agreements aforesaid no other or further shares of said stock are to be subscribed and issued, so that by virtue of the contract and leases aforesaid, the said Terminal Railroad Association of St. Louis now is the owner of and in control of all the property rights, privileges, appurtenances, franchises and equities of whatsoever kind belonging to the said St. Louis Terminal Railway Company, and in addition to the ownership of said shares of stock, the said Terminal Railroad Association owns and controls $1,500,000 of first mortgage six per cent bonds of the said St. Louis Terminal Railway Company, due January 1st, 1933.

Informant further charges that in addition to the 4,384 shares of the stock of the said St. Louis Merchants Bridge Terminal Railway Company so acquired by the terms of the contract aforesaid by and between said Terminal Railroad Association of St. Louis, and the said St. Louis Merchants Bridge Terminal Railway Company, the said Terminal Railroad Association of St. Louis has acquired 13,416 additional shares of stock of the said St. Louis Merchants Bridge Terminal Railway Company, and that the said Terminal Railroad Association of St. Louis now owns and controls 17,800 shares of the capital stock of said St. Louis Merchants Bridge Terminal Railway Company; that the total number of shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company now issued and outstanding is 29,395, and that of said number, the said Terminal Railroad Association of St. Louis now owns the said sum of 17,800 shares as aforesaid; which said shares so held by the said Terminal Railroad Association of St. Louis is more than a majority in the interest of the

stock of said company subscribed, issued and outstanding.

Informant further states that the said bridges which span the Mississippi river at St. Louis being on the said 17th day of August, 1893, prior thereto and ever since, so connected with the tracks and terminal facilities and equipments of the various railroads entering St. Louis from the east, west, north and south, were then, ever since have been and now are the natural instruments of competition and rivalry in the railway freight and passenger business; that the two companies, the St. Louis Merchants Bridge Terminal Railway Company and respondent, owning and operating their respective lines of road and equipment as aforesaid and controlling and operating respectively the said "Merchants" and "Eads" bridges, with their respective lines of road as aforesaid, each connecting and joining the termini of the various trunk lines entering the state of Missouri at said city of St. Louis from East St. Louis and elsewhere and each of said Terminal Railway Companies being on said 17th day of August, 1893, equipped with motive power, engines, freight and passenger cars, so operating their respective lines of roads and tracks by means of and with their respective engines and equipment, were competitors in the railroad business in the state of Missouri, they being, each for itself, engaged in pulling and conveying freight and passenger cars across their respective bridges from the termini of the various railroads, with which each have terminal connections as aforesaid; that said competition and rivalry in business between said companies existed free, open and unrestrained from the organization and commencement of business by the said St. Louis Merchants Bridge Terminal Railway Company continuously until the said 17th day of August, 1895, the date of the execution of the lease and agreement aforesaid and the date of securing control of said Merchants Bridge Terminal Railway Company by the respondent, and that respondent by an understanding and agreement with said company through its officers, agents and servants, has since said date unlawfully formulated, fixed and established the railroad tariffs and rates to be paid the said St. Louis Merchants Bridge Terminal Railway Company by all railroads, corporations, persons and individuals doing business with it, and that

such tariffs, charges and prices so fixed and established by the respondent have been unlawfully adopted by the said St. Louis Merchants Bridge Terminal Railway Company, its officers, agents and servants to the great detriment and gross injury of the general public of the state of Missouri, and that by reason of the said respondent so fixing and establishing and maintaining the tariff, freight and passenger charges demanded by and to be paid to the said Merchants Bridge Terminal Railway Company, competition between said companies has become and now is, stifled and destroyed.

Said tariffs and charges so fixed, ordained and established by respondent applying to all the properties and services rendered or to be rendered by the said St. Louis Merchants Bridge Terminal Railway Company from any and all points where connections are made by the lines of road of the respondent and where like service may be by it performed, so that the said respondent is now and has since the said date fixed, regulated and maintained the tariffs of all freight and passenger business conducted by said two companies in the state of Missouri upon their lines of road and railway facilities, so as aforesaid constructed and operated. That said respondent has, since said date, through its officers, agents and servants, formulated the business policy to be pursued by the said St. Louis Merchants Bridge Terminal Railway Company, and said St. Louis Merchants Bridge Terminal Railway Company has, through its officers, agents and servants, accepted and carried out the business policy so formulated for it by respondent. That by reason of the premises aforesaid, the respondent has obtained control and ever since said date has maintained control over the road, property, franchises, equipment and appurtenances of the said St. Louis Merchants Bridge Terminal Railway Company in the state of Missouri, and has since said date does now as aforesaid, fix the tolls, tariffs and charges to be paid to the said St. Louis Merchants Bridge Terminal Railway Company for its services in conveying freight and pasengers, freight and passenger cars and doing a general railroad business from the various railroads centering in St. Louis and passing into the Union Station or the several depots in said city and in

the transfer and conveyance of freight and pasengers from the east, north, south and west routed through St. Louis, with a destination beyond said city.

Informant further charges that by reason of the premises aforesaid, the said Terminal Railroad Association is in control of the roads, property, franchises and equipments of the said St. Louis Merchants Bridge Terminal Railway Company in the state of Missouri, that respondent dictates, formulates and controls the policy and business of said St. Louis Merchants Bridge Terminal Railway Company, fixes, regulates and controls the passenger and freight tariffs and charges on all passengers and freight pulled, hauled and conveyed by the said St. Louis Merchants Bridge Terminal Railway Company in the said state of Missouri and the right to fix, regulate and control the price to be paid by all railroad companies running into the said city and desiring to use the tracks of said St. Louis Merchants Bridge Terminal Railway Company as an entrance to and as an outlet from, said city; that the object of such control by said respondent is to prevent and avoid the competition of the roads, tracks and terminal facilities of the said St. Louis Merchants Bridge Terminal Railway Company.

Informant further charges that by reason of the premises aforesaid the said contract, so executed on the 17th day of August, 1893, by and between respondent and the St. Louis Merchants Bridge Terminal Railway Company, having been made by and between competitive roads as aforesaid, is illegal and void, that said contract is in violation of and in conflict with the provisions of section 17 of article 12 of the Constitution of the state of Missouri; that said lease so made is in conflict with and violative of section 1062 of the Revised Statutes of 1899 of Missouri, and is in conflict with and violative of the public welfare and public policy of the state of Missouri. And which said provision of the Constitution and the statutes last above referred to prohibit the consolidation of competing lines of railway.

Informant further charges that the said acts and conduct of the respondent in fixing and formulating and so agreeing to formulate the freight and passenger tariff and railway charges of the said St. Louis Merchants Bridge Terminal Railway Company as aforesaid and the accept-

ance and carrying out of the same by the said latter company through is officers, agents and servants, constitutes an unlawful agreement, combination and conspiracy in violation of section 17, article 12 of the Constitution of Missouri, and contrary to and in violation of the statutes and common law of this state.

Informant further charges that the acts and conduct of the said respondent in securing and obtaining all of the subscribed, issued and outstanding capital stock of the aforesaid said St. Louis Terminal Railway Company, the said St. Louis Terminal Railway Company being a competing corporation, is in conflict with the provisions of section seventeen (17) of article twelve (12) of the Constitution of Missouri, and of section 1062 of the Revised Statutes of the state of Missouri, and is in conflict with and violative of the public welfare and public policy of the state of Missouri, for the reason that by means of the ownership of all the outstanding capital stock of said company, the said respondent has absolute and full control of all the property of the said St. Louis Terminal Railway Company and by virtue thereof fixes, regulates and controls all tolls, fares and charges to be paid for the use of its tracks, engines, switches, side tracks, depots and other terminal facilities, by the various railroads entering St. Louis and desirous of running their trains over the tracks of the said St. Louis Terminal Railway Company, in their entrance into said city, and unlawfully fixes the passenger and freight tariff in the carrying and conveyance of freight and passengers over its lines of roads as aforesaid.

Informant further charges that by reason of the premises aforesaid, wherein the respondent has become the owner of 17,800 shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company, said shares being more than sufficient to control the policy of said company, the said Terminal Railroad Association of St. Louis is now exercising control over the property of the said St. Louis Merchants Bridge Terminal Railway Company, which said St. Louis Merchants Bridge Terminal Railway Company is a competitive road with the said respondent.

Informant further charges that the respondent has no right or authority in law to acquire and has no authority

to hold the stock aforesaid, of the companies aforesaid, the respondent and said companies being competitive roads in the terminal railroad business of said city.

Informant further charges that by reason of the premises aforesaid the respondent had no right or authority to make and enter into the said lease and contract with the said St. Louis Merchants Bridge Terminal Railway Company, dated August 17, 1893, as aforesaid, and that respondent had no right or authority to make and enter into the said lease and contract with the said St. Louis Terminal Railway Company, and the said St. Louis Merchants Bridge Terminal Railway .Company, dated August 17th, as aforesaid.

Informant further charges that by reason of all the premises aforesaid, respondent has exercised its powers, franchises and privileges of a corporation in an unlawful, unauthorized and illegal manner as aforesaid, that it has abused its corporate powers, and grossly offended against the Constitution and laws of the state of Missouri to the great injury, damage, detriment and prejudice of the people of said state; that it is still so abusing its corporate powers and franchises in the manner aforesaid, and is now grossly, willfully and unlawfully so offending against the Constitution and laws of the state of Missouri, to the great damage, detriment, injury and prejudice of the people of said state; that respondent has usurped and is still unlawfully and willfully usurping the rights, franchises and privileges aforesaid not conferred upon it by law, and, in the manner aforesaid respondent still usurps, the illegal and unwarranted rights and privileges aforesaid, in contempt of and to the great damage and prejudice of the state of Missouri aforesaid.

Wherefore, the informant herein, who prosecutes in this behalf for the state of Missouri, prays that said respondent, the Terminal Railroad Association of St. Louis, be excluded from all corporate rights, privileges and franchises under the laws of the state of Missouri, and that its certificate of incorporation, under and by virtue of the laws of the state of Missouri, be declared forfeited and that due process of law may be awarded against the said respondent, ousting

it of all and every of its corporate rights, privileges and franchises.

And for further cause of action, informant charges and states that the respondent, Terminal Railroad Association of St. Louis was on the 17th day of August, 1893, prior thereto and ever since has been and now is, organized as a railroad company under the general railroad corporation laws of the state of Missouri, and as such has been and now is the owner of a standard gauge railroad in the state of Missouri, conducting and operating said roads in said state, and has been ever since, prior to and now is doing a general railroad business in the state of Missouri; that the St. Louis Merchants Bridge Terminal Railway Company is a regularly incorporated railroad company, under the railroad corporation laws of the state of Missouri, and was on the 17th day of August, 1893, prior thereto and ever since has been and is now the owner of a standard gauge railroad in the state of Missouri and has been ever since prior to and now is conducting and operating said roads in said state, and as such was then and now is doing a general railroad business in said state; that the said respondent and the said Merchants Bridge Terminal Railway Company have been during said time and now are each for themselves engaged in the conveyance and carrying of freight and passengers along, over and upon their respective lines of road; that during all of said times said companies and their respective roads were and now are fully equipped with engines, freight and passenger cars and other necessary equipment for the execution and performance of the business for which they were incorporated, and as such have been conducting their said business.

Informant further states that certain of the roads, lines and tracks of the St. Louis Merchants Bridge Terminal Railway Company now and at all times hereinbefore mentioned, commence at the present Union Station, in the city of St. Louis, Missouri, situated between Eighteenth and Twenty-first streets and Market street and Clark avenue, running thence eastwardly, with double track to and across block 419 and Eighth street; thence to and across block 161 and Sixth street; thence to and across block 161 and Sixth street; thence to and across block 160 and Broadway;

thence to and across block 77 and Fourth street; thence to and across block 52 and Third street; thence to and across city block 41 and Second street; thence to and across city block number 1 and Plum street to Poplar street and thence to the wharf on the west bank of the Mississippi river by elevated road and thence northeasterly along said wharf across and upon city block 18, Carr street and Biddle street, First street and from First street diagonally across North Market street and Hall street in a northerly direction, and thence easterly from Hall street to the "Merchants Bridge" at the foot of Ferry street in said city of St. Louis, thence across the Mississippi river over and upon the "Merchants Bridge" to the state of Illinois and the city of East St. Louis, directly opposite the city of St. Louis, Missouri. The total length of tracks and road operated by said company being about fifty miles.

Informant further states that certain of the lines of road of the respondent now and at all times hereinafter mentioned begin at the present Union Station in the city of St. Louis, Missouri, situated at Eighteenth and Twenty-first streets and Market street and Clark avenue, running thence by double track northeasterly across city block 427 to Eighth and Spruce streets, thence through what is known as the "St. Louis Tunnel" in a northeasterly direction to "Eads Bridge" at the foot of Washington avenue in said city, thence across the Mississippi river upon the said "Eads Bridge" to the state of Illinois and the city of East St. Louis, directly opposite the said city of St. Louis, Missouri. The total length of tracks and road operated by the said respondent being about one hundred miles.

That respondent holds and owns a lease on said "Eads Bridge" whereby it is granted the use and occupancy of said bridge in perpetuity and whereby it is now and at all times herein mentioned has been occupying, controlling and operating the same. That the Merchants Bridge Terminal Railway Company holds a lease upon the said "Merchants Bridge" whereby it is granted the perpetual use and occupancy of said Merchants Bridge, which spans the Mississippi river at St. Louis and is now and at all times herein mentioned has been operating and using said bridge under said lease.

That respondent and the St. Louis Merchants Bridge Terminal Railway Company are now and at all times hereinbefore mentioned were, each for itself, engaged in hauling and carrying freight and passengers for hire as common carriers from St. Louis, Missouri, to East St. Louis, Illinois, and from East St. Louis, Illinois, to St. Louis, Missouri, and as such own and operate parallel and competing lines of road in this state.

That on the .... day of ....., 1893, the respondent, well knowing that the St. Louis Merchants Bridge Terminal Railway Company was its competitor in business, they each owning and operating parallel and competing lines of road in this state, unlawfully purchased and secured control of 4,384 shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company; that since said date the respondent has unlawfully purchased and acquired 13,416 additional shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company, so that the said respondent now owns and controls 17,800 shares of the capital stock of said company; that the total number of the shares of stock of said St. Louis Merchants Bridge Terminal Railway Company issued and now outstanding is 29,395, so that the total number of such shares so acquired and held by respondent constitutes more than a majority in interest of the stock of said company subscribed, issued and outstanding.

Informant further states that on the .... day of ....., 1893, respondent, well knowing the premises aforesaid, through its officers, agents, servants and stockholders, entered into an agreement and understanding with the said St. Louis Merchants Bridge Terminal Railway Company, its officers, agents, servants, stockholders, by which the said respondent was given the right to formulate, fix, establish and maintain the freight and passenger tariffs and prices to be charged by the said St. Louis Merchants Bridge Terminal Railway Company for all freight and passengers carried by it upon its lines of road; that all such freight and passenger tariffs, fares and charges so fixed and formulated by the said respondent for the St. Louis Merchants Bridge Terminal Company have been accepted, adopted and maintained by the said last named company, its agents, officers,

servants and stockholders; that said respondent, well knowing the premises aforesaid, has, ever since said date, formulated, fixed, controlled and regulated the said freight and passenger tariffs and charges of the said St. Louis Merchants Bridge Terminal Railway Company in the state of Missouri for the carrying and conveying of freight and passengers upon and over its lines of road hereinbefore described and referred to and does now fix, formulate and maintain the same, to the great damage and detriment of the people of the state of Missouri.

That since the said .... day of ....., 1893, the respondent, pursuant to an understanding and agreement by it made with said company, has and does now, through its officers, agents, servants and stockholders, formulate the business policy to be pursued by the said St. Louis Merchants Bridge Terminal Railway Company and the said St. Louis Merchants Bridge Terminal Railway Company has through its officers, agents, servants and stockholders, accepted and carried out the business policy so formulated for it by respondent, and is now carrying out the same.

Informant further charges that by reason of the premises aforesaid the said contract and agreement so accepted on the 17th day of August, 1893, by and between respondent and the St. Louis Merchants Bridge Terminal Railway Company, haveing been made between parallel and competing roads as aforesaid, is illegal and void; that said contract is in violation of and in conflict with the provisions of section 17, article 12 of the Constitution of the state of Missouri; that said contract and agreement so made is in conflict with and violative of section 1062 of the Revised Statutes of 1899 of Missouri, and is in conflict with and violative of the law of public welfare and public policy of the state of Missouri.

Informant further charges that the said acts and conduct of the respondent in fixing and formulating the freight and passenger tariffs and charges to be demanded by the said St. Louis Merchants Bridge Terminal Railway Company as aforesaid, and the acceptance and carrying out of the same by the said latter company, through its officers, agents, servants and stockholders, constitutes an unlawful agreement, combination and conspiracy in violation of sec-

tion 17, article 12 of the Constitution of Missouri and contrary to and in violation of section 1062 of the Revised Statutes of the state of Missouri and contrary to and in violation of the common law of this state.

Informant further charges that the acts and conduct of the said respondent in securing and obtaining control of 17,800 shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company, said shares being more than sufficient to control the policy of said company, is in conflict with and violative of section 17, article 12 of the Constitution of Missouri, and section 1062 of the Revised Statutes of 1899 of Missouri, and in conflict with and violative of the public welfare and public policy and common law of the state of Missouri, said shares being more than sufficient to control the policy of said company, and the ownership and control of said shares of stock by the said respondent being sufficient to and enables it to exercise control over, and said respondent is now exercising control over the property of the said St. Louis Merchants Bridge Terminal Railway Company.

Informant further states that by reason of the premises aforesaid the respondent had no right or authority in law to make and enter into said contract and agreement with said St. Louis Merchants Bridge Terminal Railway Company, dated August 17, 1893, as aforesaid; that it had no right to purchase the 17,800 shares of the capital stock of the said St. Louis Merchants Bridge Terminal Railway Company or any part of said shares, and that it had and has now no right to formulate, fix and maintain the freight and passenger tariffs to be charged by the said St. Louis Merchants Bridge Terminal Railway Company for the conveyance and carrying of freight and passengers over its lines of road; that it had and now has no authority in law to enter into the agreement and understanding to formulate, supervise and direct the business policy of the said St. Louis Merchants Bridge Terminal Railway Company.

Informant further charges that by reason of the premises aforesaid respondent has exercised its powers, franchises and privileges of a corporation in an unlawful, unauthorized and illegal manner as aforesaid; that it has abused

its corporate powers and grossly offended against the Constitution and laws of the state of Missouri, to the great injury, damage and detriment and prejudice of the people of said state; that it is still so abusing its corporate powers and franchises in the manner aforesaid and is now grossly, willfully and unlawfully so offending against the Constitution and laws of the state of Missouri, to the great damage, detriment and injury and prejudice of the people of said state; that respondent has usurped and is still unlawfully, willfully and illegally usurping the rights, franchises and privileges aforesaid, not conferred upon it by law, in contempt of and to the great damage and prejudice of the people of the state of Missouri.

Whereof, the informant herein, who prosecutes in this behalf for the state of Missouri, prays that said respondent the Terminal Railroad Association of St. Louis, be excluded from all rights, privileges and franchises under the laws of the state of Missouri, and that its certificate of incorporation, under and by virtue of the laws of the state of Missouri, be declared forfeited and that due process of law may be awarded against said respondent, ousting it of all and every of its corporate rights, privileges and franchises.

Attorney General.
Assistant Attorney General.

IN THE SUPREME COURT OF MISSOURI
In Banc
October Term, 1903.

State of Missouri, Ex-Informatione
Edward C. Crow, Attorney General,
Informant.

vs.

Terminal Railroad Association,
of St. Louis,
Respondent.

Comes now respondent, and, having heard the information read, protesting that the matters therein alleged are by no means sufficient in law to put it upon plea thereto, answering, says:

1. As to the matters and things set forth in the first, second, third and fourth paragraphs of the information, it is true that the Tunnel Railroad of St. Louis was incorporated on the day, under the laws, for the term of years, with the capital stock, for the purposes, and as in the information stated; that soon after its incorporation it acquired and took possesion of the property and franchises of a former corporation, the St. Louis Tunnel Railroad, which property and franchises consist as in the information stated; that said property and franchises were leased in perpetuity to the Wabash, St. Louis & Pacific Railroad and the Missouri Pacific Railway Company, but respondent denies that the Terminal Railroad of St. Louis ever at any time acquired the lease of said property or operated or controlled the same.

Respondent admits that said property known as the Tunnel, or Tunnel Railroad, and its franchises have been controlled and operated by respondent since respondent began business in October, 1889, but respondent denies that it acquired the same through or by means of the consolidation of the property and franchises of the Union Railway and Transit Company and property and franchises of the Tunnel Railroad of St. Louis.

Respondent admits that by the terms of said lease the Tunnel Railroad of St. Louis was and is required to preserve and maintain its corporate existence, and that the expense thereof is, by the terms of the lease, required to be paid by the lessee.

Respondent denies that the stock of the Tunnel Railroad of St. Louis is deposited with or held by the Mercantile Trust Company of New York, as trustee, with the right in said company to vote the same at each annual stockholders' meeting of the Tunnel Railroad of St. Louis, and denies that the stock of the Tunnel Railroad of St. Louis, or any part thereof, belongs to the respondent herein, or that the Mercantile Trust Company of New York or this respondent has, or ever had, any interest whatsoever, directly or indirectly, of any character, in any of the stock of the Tunnel Railroad of St. Louis.

Respondent admits that the St. Louis Bridge Company is a corporation organized under the laws, at the time, for

the term of years, with the capital stock, for the objects and purposes, and as stated in the information; and that the St. Louis Bridge Company, soon after its organization, acquired the bridge known as "Eads Bridge," which is located as in the information stated.

Respondent admits that shortly after the St. Louis Bridge Company was organized the Eads Bridge was leased in perpetuity to the Wabash, St. Louis & Pacific and Missouri Pacific Railway Companies.

2. As to the matters and things set forth in paragraphs five to fourteen, both inclusive, of the information, respondent denies that on the 10th day of October, 1889, or at any time, the Terminal Railroad of St. Louis acquired the lease of said bridge, or at any time operated the same, and denies that under the terms of the consolidation of the Union Railway and Transit Company and the Terminal Railroad of St. Louis this respondent acquired the lease of said bridge.

Respondent admits that since it began business in October, 1889, it has been the lessee and in control and operation of said bridge.

Respondent denies that all of the stock of said St. Louis Bridge Company is held by the Mercantile Trust Company of New York, as trustee, or in any other capacity, with the right in said Trust Company to vote the same at the annual meetings of the stockholders of said Bridge Company, or for any purpose whatever; and respondent denies that all of the stock of said St. Louis Bridge Company, or any part thereof, belongs to respondent.

Respondent avers the fact to be that the stock of the St. Louis Bridge Company is divided into three classes, to-wit: $2,490,000 of first preferred, $3,000,000 of second preferred and $2,500,000 of common, and that said common stock is held by said Mercantile Trust Company of New York in trust, with the right to vote the same at all meetings of the stockholders of said St. Louis Bridge Company.

Respondent avers that it has no interest whatever, directly or indirectly, in any of the stock of the St. Louis Bridge Company.

Respondent admits that by the terms of the lease of said bridge, held by respondents, the St. Louis Bridge Company is required to keep its corporate powers in existence, and for that purpose respondent is required to pay the expense thereof as part of rental charges.

Respondent admits that the Union Railway and Transit Company of St. Louis was incorporated at the time, under the laws, with the capital stock, for the objects and purposes, and as in the information stated; that the Union Depot Company of St. Louis was organized at the time, for the term of years, with the capital stock, for the purposes, and as in the information stated; that said Union Railway and Transit Company of St. Louis on the 24th day of July, 1889, adopted a resolution accepting the provision Article II of Chapter 21 of the then Revised Statutes of the state of Missouri, as in the information stated.

Respondent admits that the Terminal Railroad of St. Louis was incorporated at the time, under the laws, for the term of years, with the capital stock, for the purposes, and as in the information stated, and that the capital stock of said Terminal Railroad of St. Louis was increased at the times and to the extent in the information stated.

Respondent admits that on the 26th day of July, 1889, an agreement of consolidation was entered into between said Union Railway and Transit Company of St. Louis and said Terminal Railroad of St. Louis, whereby said companies were wholly consolidated, forming respondent, the Terminal Railroad Association of St. Louis, with a total authorized capital stock of $7,000,000, which was subsequently increased to $12,000,000, and subsequently to $50,000,000, at the times and as in the information stated.

3. As to the matters and things set forth in the fifteenth paragraph of the information respondent denies that on the 26th day of July, 1889, it was in control of the property, franchises and effects of the St. Louis Bridge Company, Tunnel Railroad of St. Louis, Union Depot Company of St. Louis, Union Railway and Transit Company of St. Louis, and Terminal Railroad of St. Louis; but respondent avers the fact to be that on or about the 10th day of October, 1889, it did acquire control and possession, and since

that date has had control and possession, of all the property of the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, and since said date has operated said properties.

Respondent admits that the properties mentioned in said fifteenth paragrah of the information constituted a large part of the termini, switching and car storage facilities of the nature and designed for the uses in said fifteenth paragraph of the information set forth.

4. As to the matters and things set forth in the sixteenth to the twenty-fourth paragraphs, both inclusive, of the information, respondent admits that the St. Louis Merchants Bridge Terminal Railway Company was incorporated at the time, for the term of years, and with the capital stock as in the sixteenth paragraph of the information stated, and that the capital stock of said company was subsequently increased as in said paragraph stated.

Respondent admits that the articles of incorporation of the St. Louis Merchants Bridge Terminal Railway Company were amended as in the seventeenth paragraph of the information stated.

Respondent admits that the St. Louis Terminal Railway Company was incorporated under the laws, at the time, with the capital stock, for the term of years, for the purposes, and as in the eighteenth paragraph of the information stated.

Respondent admits that a contract and agreement was entered into between the St. Louis Terminal Railway Company and the St. Louis Merchants Bridge Terminal Railway Company on the date and in substance as in the nineteenth to twenty-fourth paragraphs of the information stated.

5. As to the matters and things set forth in the twenty-fifth paragraph of the information, respondent denies that upon the organization of the St. Louis Merchants Bridge Terminal Railway Company, or by means of the railway properties, franchises, privileges, or services to it belonging, or in said paragraph twenty-fifth of the information mentioned, there was provided any means of competition with any of the facilities of respondent, or that the St. Louis

Merchants Bridge Terminal Railway Company was originally intended to be a competitor of respondent, with respect to railway traffic in the city of St. Louis.

6. As to the matters and things set forth in the twenty-sixth paragraph of the information, respondent admits that now, and ever since the commencement of business by it, it has controlled and operated the railway tracks, side tracks, warehouses and other terminal facilities in said paragraph twenty-sixth of the information stated, and has used the same for the purposes therein stated; but respondent denies that the aggregate amount of trackage owned or controlled by it is as in said paragraph stated.

7. As to the matters and things set forth in the twenty-seventh paragraph of the information, respondent admits that the railway of said St. Louis Merchants Bridge Terminal Railway Company is located substantially as in said paragraph stated, and that said Railway Company owns various side tracks connecting with various industrial establishments in said city of St. Louis, and that said terminal properties of said Railway Company are used substantially for the purpose in said twenty-seventh paragraph stated; but respondent denies that said St. Louis Merchants Bridge Terminal Railway Company is lessee of the St. Louis Merchants Bridge.

Respondent admits that the tracke of said Bridge Company are connected with the tracks of said St. Louis Merchants Bridge Terminal Railway Company, and are used in connection therewith in the conduct of its business over said bridge; but respondent denies that the total mileage of said St. Louis Merchants Bridge Terminal Railway Company is as in the information stated.

8. As to the matters and things set forth in the twenty-eighth paragraph of the information, respondent admits that said St. Louis Merchants Bridge Terminal Railway Company was incorporated for the purpose of engaging in the same character and kind of business as that of respondent; but respondent denies that said company was organized to compete with respondent in the terminal railroad and transfer business in the city of St. Louis.

9. As to the matters and things set forth in the twenty-ninth, thirtieth and thirty-first paragraphs of the information, respondent admits that on the 13th day of August, 1893, an agreement was entered into between the St. Louis Merchants Bridge Terminal Railway Company, this respondent, and the St. Louis Terminal Railway Company, the general nature and effect of which are as in said paragraphs stated.

10. As to the matters and things set forth in the thirty-second and thirty-third paragraphs of the information, respondent admits that on the 13th day of August, 1893, an agreement was entered into between it and said St. Louis Merchants Bridge Terminal Railway Company, the nature and effect of which are as stated in part in said paragraphs.

11. As to the matters and things set forth in the thirty-fourth paragraph of the information, respondent admits that it has acquired all the shares of stock of the St. Louis Terminal Railway Company, and that by virtue of its ownership of said stock it controls all of the property, rights, privileges and franchises of said St. Louis Terminal Railway Company, as well as the bonds of said company, as in said paragraph stated.

12. As to the matters and things set forth in the thirty-fifth paragraph of the information, respondent admits that it owns the stock of the St. Louis Merchants Bridge Terminal Railway Company to the extent in said paragraph stated.

13. As to the matters and things set forth in the thirty-sixth paragraph of the information, respondent denies that it is in control of the roads, property and franchises of the said St. Louis Merchants Bridge Terminal Railway Company in the city of St. Louis; that it dictates, formulates and controls the policy and business of said St. Louis Merchants Bridge Terminal Company, fixes, regulates and controls the tolls, charges and price to be paid on all freight and freight cars handled, transferred or conveyed by said St. Louis Merchants Bridge Terminal Railway Company in the said city of St. Louis, and the right to fix, regulate or control the price to be paid by all railroad companies

running into the said city and desiring to use the tracks of said St. Louis Merchants Bridge Terminal Railway Company as an entrance to and as an outlet from said city.

14. As to the matters and things set forth in paragraphs thirty-seven to forty-two, both inclusive, of the information, respondent denies that said contract of the 13th day of August, 1893, between it and said St. Louis Merchants Bridge Terminal Railway Company is in any manner illega. or void, or in violation of or in conflict with the provisions of Section 17 of Article 12, or of any other section or article, of the Constitution of the state of Missouri; or that it is in conflict with or violative of Section 1062 of the Revised Statutes of Missouri, or of any other section of said statutes; or that it is in conflict with or violative of the public welfare or of the public policy of the state of Missouri.

Respondent further denies that any of its acts or conduct, in any manner or at any time, have been or are in conflict with or violative of the public welfare or of the public policy of the state of Missouri.

Respondent denies that it is now exercising, or has at any time exercised, control over the property of the St. Louis Merchants Bridge Terminal Railway Company, or that said St. Louis Merchants Bridge Terminal Railway Company is a competitive road with respondent, with respect to railway traffic in the city of St. Louis.

Respondent denies that it had no right or authority in law to acquire or hold the stock of the said St. Louis Merchants Bridge Terminal Railway Company, or of any of the companies the ownership of the stock of which by the respondent is charged in the information and admitted herein.

Respondent denies that it and any of said companies are competitive roads in the terminal railway business in said city of St. Louis.

Respondent denies that it had no right or authortiy to make or enter into the said contract with said St. Louis Merchants Bridge Terminal Railway Company. Respondent avers that it had full right, authority and power to make and enter into said contract and leases, and that the same are in all respects valid.

Respondent denies that it has in any manner exercised any of its powers, franchises, or privileges of corporation in any unlawful, unauthorized or illegal manner at any time; denies that it has abused any of its corporate powers, or in any manner offended against the Constitution of the laws of the state of Missouri; denies that it has usurped any rights, franchises or privileges not conferred upon it by law.

15. As to the matters and things set forth in the forty-fourth to forty-eighth paragraphs, both inclusive, of the information, respondent admits that the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, are corporations organized and existing under the laws of the state of Missouri, but avers that the Union Railway and Transit Company of St. Louis, and the Terminal Railroad of St. Louis were heretofore, as in the information stated and as in this return admitted, consolidated, forming respondent, the Terminal Railroad Association of St. Louis.

Respondent admits that it is a corporation organized under and by virtue of the laws of the state of Missouri, at the time and for the purposes in part as in the information stated, and that it owns, controls and operates certain terminal properties and facilities in the city of St. Louis, as herein and in the information stated.

Respondent admits that the St. Louis Transfer Railway Company is a corporation organized under the laws, at the time, with the capital stock, and for the purposes in the information stated, and that its line of railway is constructed substantially as in the information stated.

Respondent denies that it now has, or at any time has had, any control whatsoever over said St. Louis Transfer Railway Company, or that it has at any time, in any way or in any manner, dictated the policy or regulated, fixed or controlled the tolls, rates or charges of said company in the rendition of any service whatsoever.

Respondent denies that it is now or that it at any time ever has been the owner of any of the stock of said St. Louis Transfer Railway Company.

16. Further and fully answering, respondent avers and states the facts to be that prior to the year 1874 there were

few industries located in or in the neighborhood of St. Louis which had railway connections, and the freight and passenger traffic between the various railway lines then entering the city of St. Louis and the city of East St. Louis, and between such railway lines and the industries located in St. Louis, was handled by means of wagons and ferries. For the purpose of facilitating the handling of freight and passenger traffic between and in said cities, there was constructed in 1874 a railway bridge across the Mississippi river between said cities, commonly known and hereinafter referred to as the Eads Bridge, which bridge subsequently became and now is the property of the St. Louis Bridge Company. Concurrent with the construction of the Eads Bridge, and for use in connection therewith, there was constructed a tunnel commonly known and herein referred to as the Tunnel, from the western terminus of the Eads Bridge, at or near Washington avenue in St. Louis, to a point at or near Eighth and Poplar streets in said city, which tunnel subsequently became and now is the property of the Tunnel Railroad of St. Louis. The Tunnel was designed to be used in connection with the Eads Bridge, so that railway trains might make a continuous passage over the bridge and through the tunnel, which continuous passage was and is essential to the use of the bridge and tunnel for railway traffic. The Eads Bridge and Tunnel and the terminal facilities connected therewith were operated for a period of five years after construction continuously at a loss, and about the year 1879 various mortgages severally covering the Eads Bridge and Tunnel were foreclosed, and these properties severally and respectively became the properties of the St. Louis Bridge Company and the Tunnel Railroad of St. Louis. While the Eads Bridge and Tunnel were nearing completion it became manifest for the operation of these properties and the handling of railway traffic in the city of St. Louis, that it was essential there should be constructed and maintained, in connection with the Eads Bridge and Tunnel, a system of railway terminals consisting of main, lead and side tracks, a union station for passengers, and freight stations and warehouses for handling the commerce of the city of St. Louis. To accomplish these objects the Union Railway and Transit Company of St.

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Louis and the Union Depot Company of St. Louis were organized under the laws of Missouri, relating to union depot and terminal companies, the former for the purpose of making a continuous and connected route for trains through the tunnel and over the bridge and the railways constructed or to be constructed approaching the entrance to the tunnel, and the further purposes of constructing and operating terminal facilities in connection with the Eads Bridge and Tunnel; and the latter company for the purpose of constructing passenger and freight stations for use in connection with the operation of the Eads Bridge and Tunnel and the properties of the Union Railway and Transit Company of St. Louis. Subsequently the Terminal Railroad of St. Louis was organized, under the laws of Missouri relating to union depot and terminal companies, for the purpose of acquiring additional terminal facilities to be used in connection with the railway facilities of the Eads Bridge and Tunnel, the Union Depot Company of St. Louis and the Union Railway and Transit Company and the Terminal Railroad of St. Louis severally leased all of their properties in perpetuity to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, and thereafter, and until 1881, the properties of these four companies were operated under one control and management, and on the 1st day of July, 1881, all of these properties were leased to the Wabash, St. Louis and Pacific Railway Co. and the Missouri Pacific Railway Company, and were operated by said lessees until October, 1889.

17. Further fully answering, respondent avers and states the facts to be that the operations of the Eads bridge and tunnel and of the terminal properties to be used in connection therewith, as hereinabove specified, from the date of the completion of the Eads bridge and tunnel, in 1874, up to the year 1889, had been without profit at any time to any of the various operating companies. In the last named year the railway traffic at and between the cities of St. Louis and East St. Louis, and in and in the neighborhood of St. Louis, had greatly increased, and the city of St. Louis had become an important gateway for the passage of a large part of the through railway traffic of the country. A number of trunk lines had their termini either in St.

Louis or East St. Louis, and it was important to these lines that traffic be directed to the St. Louis gateway.

The city of St. Louis was then growing rapidly in population and in commercial importance; a large number of manufacturing and industrial plants were seeking locations in the West, and it was to the interest of St. Louis and of the railway lines entering the city to encourage the location of such industries in and in the neighborhood of this city. To this end it was essential that the St. Louis terminal facilities should be made adequate and should be economically operated. The high values and restricted quantites of land available for terminal railway facilities in and in the neighborhood of St. Louis made it practically impossible for each railway company to own and operate a separate and independent system of terminals, and had such separate ownership and operation been possible the operation thereof would have caused inconvenience and delay, and the expense incident thereto would have imposed heavy and unnecessary burdens upon the railway lines and the commerce of St. Louis. The then existing facilities were insufficient for the proper handling of the expected increase in freight and passenger traffic; the capital invested in the terminal properties having proven unremunerative, the companies then operating these properties were unwilling to make further investment or to continue to carry, unassisted, the risk of loss incident to further operation.

Believing the preservation and enlargement of the terminal system was essential to the proper conduct of their business, and this could be effected only by the cooperation of all railway lines, and to prevent the properties which had been developed by the Bridge, Tunnel, Union Depot, Union Railway and Transit, and Terminal Companies from passing under the control of a single interest which would endeavor to operate these properties upon the basis of profit earning, and which might exact burdensome rates and tolls, divert traffic, and discourage the location of industries in and in the neighborhood of St. Louis, a number of railway lines agreed to form respondent company, the stock of which would be owned in severalty in equal interest by all railway lines desiring the use of the terminal system and willing to assume the risks and burdens incident to

its control and operation, and the properties of which would be available for the use of all railway lines and shippers, without discrimination. With these objects in view, in 1889, respondent company was formed by the consolidation of the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis, and the issue of stock of respondent, equally divided among the Missouri Pacific; St. Louis, Iron Mountain & Southern; Wabash; St. Louis & Pacific; Cleveland, Cincinnati, Chicago & St. Louis; Ohio & Mississippi, and Louisville & Nashville Railroad Companies, then termed proprietary companies and hereinafter so designated, in connection with the railway lines which subsequently became proprietary companies of respondent company.

In order that respondent company might from time to time obtain necessary funds for the enlargement of its facilities, it was essential that its security should be guaranteed in some form by the proprietary companies; and to the end that the proprietary companies might be protected in such guarantee it was essential that they should be granted the use in perpetuity of the facilities of the respondent. Accordingly it was agreed that respondent should take over the lease of the bridge and tunnel, acquire the stock of the Union Depot Company, erect new passenger and freight stations, and greatly enlarge the facilities for the handling of traffic between the railway lines and between such lines and industrial plants then and thereafter to be located in and in the neighborhood of St. Louis; that all of these properties should be operated for the equal and joint use and benefit of the proprietary companies and such other railway lines as might desire to become proprietary companies, and in the interest of facilitating the handling and increasing railway traffic in and in the neighborhood of St. Louis; that the properties should be operated upon a safe and economic basis; and that the rates and charges should be so regulated that the revenue therefrom should be sufficient only to meet expenses of operation, repairs, improvements, maintenance and fixed charges.

In conformity with this understanding and agreement, from time to time various other railway lines entering the city of St. Louis or East St. Louis have been admitted

as proprietary lines of respondent, on equal terms and with equal stock ownership, so that now the following railway lines: The Missouri Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; Wabash Railroad Company; The St. Louis, Vandalia & Terre Haute Railroad Company; Baltimore & Ohio Southwestern Railroad Company; Cleveland, Cincinnati, Chicago & St. Louis Railway Company; Louisville & Nashville Railroad Company; St. Louis & San Francisco Railroad Company; The Chicago, Rock Island & Pacific Railway Company; Southern Railway Company; Illinois Central Railroad Company; The Chicago & Alton Railway Company; Chicago, Burlington & Quincy Railway Company, and Missouri, Kansas & Texas Railway Company have become and now are proprietary lines of respondent company, owning in severalty each a like amount of the stock of respondent company, and all bound in severalty by an agreement with respondent, whereby each is granted the right in perpetuity to use jointly with the others all the terminal facilities at any time owned or controlled by respondent, and in consideration for such use each of the proprietary lines is bound to pay such tolls and charges as will enable respondent to meet its fixed charges and expenses of operation, repair, improvement and maintenance. The said proprietary lines constitute all of the principal railway lines entering the cities of St. Louis and East St. Louis.

18. Further fully answering, respondent avers and states the facts to be that, in keeping with the policy inducing, as in the preceding paragraph stated, the formation of respondent company, and in furtherance of the purposes and objects therein outlined, respondent has from time to time for the purpose of increasing its terminal facilities, borrowed large sums of money, issuing therefor its bonds, secured by mortgages upon its property, and further secured by the agreement of the proprietary lines to forever make use of the terminal facilities of respondent. By reason of the premises, the interests of each and all of the proprietary lines have become identified in perpetuity with the interests of respondent, under terms and conditions whereby the railway facilities of respondent are operated at all times on the basis of practically actual cost, and open at all times

to the equal joint use of the proprietary lines, and of such other railway lines as may from time to time desire such use. The purpose and effect of such union of interests and joint use of propertiies were, are, and will at all times continue to be subservient to the best interests of the public and of the commerce of the city of St. Louis. In furtherance of this purpose, large sums of money have been recently invested by respondent in the enlargement and extension of its facilities, and respondent now has in course of construction and erection betterments and improvements which will cost many millions of dollars. It is the intention of respondent to continuously enlarge and increase its facilities, so that the same will at all times be commensurate with the demands of railway traffic in and in the neighborhood of the city of St. Louis.

19. Further fully answering, respondent avers and states the facts to be that the bridge known as the Merchants bridge, and hereinafter so called, was completed about the year 1890, across the Mississippi river at a point near the northern limits of the city of St. Louis, by the St. Louis Merchants Bridge Company, under an act of Congress requiring the bridge to be open for the use of all railway companies. The railway of the St. Louis Merchants Bridge Terminal Railway Company (a company organized under the laws of Missouri relating to union depot and terminal companies), hereinafter referred to as Merchants Company, was constructed by that company in the year 1890, connecting with the Merchants bridge and extending southwardly to a point at or near Seventh and Gratiot streets, in the city of St. Louis. The properties of the Merchants Company have at no time had any direct connection with any of the railway lines entering the city of St. Louis, are not and at no time have been competing properties with the properties of respondent in the handling of freight and passenger traffic originating at and destined to any point in the state of Missouri. There are no industries located on the railway line of the Merchants Company which are reached by the railway lines of respondent. The railway tracks of respondent, as well as the railway tracks of the Merchants Company, are constructed in part over and along the streets of the city of St. Louis, and under ordinances

of said city which compel the granting of the use of the railway tracks of each company to any and all railway companies desiring such use.

The freight and passenger traffic in St. Louis is large and has been steadily increasing since the construction of the Eads bridge in 1874; the volume and growth of this traffic are largely due to the facilities afforded by respondent for the handling of such traffic on the basis of practically the cost of operation. Few of the railway lines entering the city of St. Louis have direct connection with any other railway line entering the city, or connection with any industry not located upon or adjacent to its own right-of-way. To facilitate the public convenience and safety in the transmission of freight and passengers in the city of St. Louis and between the various railway lines entering the city and industrial plants located therein, to secure to such industries direct railway connections, and to prevent the unnecessary expense and inconvenience attending the accumulation of a large number of stations, warehouses and terminal yards, and to the end that all industrial plants might be served without discrimination and at like cost for like service, it was desirable and to the best interests of all railway lines and of all persons needing and using terminal facilities in St. Louis, and especially to the end that rapid and economic handling of freight and passenger traffic might be accomplished without change of cars or motive power, that respondent should be permitted to exercise the rights, secured by said ordinances of the city of St. Louis, to operate trains over the facilities of the Merchants Company; and, accordingly, on August 13, 1893, a trackage contract was entereed into between respondent and the Merchants Company whereby respondent was permitted, in connection with other railway companies desiring such use, to move trains and cars over the facilities of the Merchants Company.

20. Further fully answering, respondent avers and states the facts to be that, at the time said contract was entered into, the Merchants Company had no passenger station in the city of St. Louis and had no connection with or means of access to the union passenger station or freight stations which respondent then had in said city, or to the new union

passenger station which respondent was then erecting. To enable the Merchants Company to obtain access to this new union passenger station for the use of such railway companies as might desire to enter the same over the facilities of the Merchants Company, respondent caused to be constructed and now maintains a connection between the southern terminus of the Merchants Company and the new union passenger station.

21. Further fully answering, respondent avers and states the facts to be that the operation of a single union passenger station open to all railway lines, at which change of passengers and baggage may be effected without transfer, and the maintenance of a system of terminals by which freight originating at industries in the city of St. Louis having railway connection, destined to any railway line, or entering the city upon any railway line destined to any such industry, and freight between such industries, may be handled by a single movement, without change of motive power, and for a single charge, are objects which have been and could only be accomplished by the agreement between respondent and the Merchants Company herein referred to, and have resulted in the rendition of railway service with greater facility and dispatch and at less expense than similar services are or can be rendered in any other large city, and have caused substantial and permanent growth in the commerce of the city.

22. Further fully answering, respondent avers and states the fact to be that when the agreement of August 13, 1893, was entered into the only means of access to the new union passenger station in the city of St. Louis, which was then nearing completion, for trains crossing the Mississippi river at St. Louis, was through the tunnel; that the use of the tunnel for such purpose was a source of much complaint and annoyance; that by the making of said agreement and the construction of connections between the union passenger station and the tracks of the Merchants Company, hereinabove referred to, passenger trains crossing the river are now enabled to arrive at and depart from the union passenger station without passing through the tunnel. The several railway lines entering the city of St. Louis from the north,

in order to reach the union passenger station and to connect with the railway lines entering the city from the south and west, find it convenient to use the facilities of the Merchants Company and of respondent. Such use required a joint agreement between such railway lines on the one part and the respondent and Merchants Company on the other. A large number of industries are so located in and in the neighborhood of the city of St. Louis that connection between the same and the trunk railway lines can only be effected by the use of the facilities of both the respondent and the Merchants Company; and to afford said railway lines and industrial plants such needed facilities without discrimination and with dispatch it is essential that at all times respondent and Merchants Company shall co-operate.

23. Further fully answering respondent avers and states the facts to be that its acquisition of the stock and bonds of the St. Louis Terminal Railway Company, which respondent avers it acquired in the year 1893, was to enable respondent to construct and operate a line of railway connecting the various lines of railway entering St. Louis from the south, west and north, and thus enabling respondent to handle with greater facility and convenience traffic to, from and between such railways. At the time such acquisition was effected, the line of said St. Louis Terminal Railway Company had not been constructed, and neither it, said St. Louis Terminal Railway Company, nor said Merchants Company, was financially able to construct the line of said St. Louis Terminal Railway Company; that the line of said railway company has been constructed and completed by respondent, and forms a necessary and proper extension of the system of terminals respondent now and since its incorporation has been endeavoring to develop and complete, and furnishes many desirable locations for industrial plants.

24. Further fully answering, respondent avers and states the facts to be that in August, 1893, when the agreements between respondent and the Merchants Company, herein referred to, were entered into, the lease of the Merchants Bridge to the Merchants Company, referred to in the information, had been cancelled; that the earnings of the

Merchants Company were, and since its incorporation had been, insufficient to meet its operating expenses and the rent due and payable under the terms of said lease.

25. Further fully answering, respondent avers and states the facts to be that the railway tracks in this state owned by respondent are in no sense competitive with the railway tracks owned by the Merchants Company, but the tracks of respondent and of the Merchants Company are so constructed as to constitute a continuous line of railway; and the system of one forms a complement to and extension of the system of the other. No part of the traffic originating at or destined to any points on the tracks of the Merchants Company reaches any one of the railway lines entering St. Louis without passing over the facilities owned by respondent. The facilities of the Merchants Company are and can be of no practical value to it, to the commerce of St. Louis, or to local or through railway traffic unless operated in connection with the facilities of respondent company.

26. Further fully answering, respondent avers and states the facts to be that provisions of the state constitution and of the statutes referred to in the information cannot, do not, and were not intended to apply in any manner to properties or companies of the character of respondent or of the Merchants Company; that the properties of the two companies separately constituted and separately operated are not competitive; that the scarcity of lands in St. Louis available for terminal facilities, the fixed location of the many industrial plants in and about the city requiring railway connections, the large number of railways entering the city, the necessity for connection between such railways and between such railways and such industrial plants, and the importance of making such connections with a single and continuous movement, and for a single charge, make it practically impossible to maintain separate and distinct systems of terminals. The policy of the law and public interests are best subserved by the operation and maintenance of a system of terminals for the common and equal use of all shippers, and which afford all industries

railway connections without discrimination and at equal rates and charges.

27. Further fully answering, respondent avers and states the fact to be that it was organized and exists under and by virtue of the laws of the state of Missouri, relating especially to union depot and terminal companies, for the purpose of maintaining and operating railway facilities for public convenience and safety, and for the transmission of freight and passengers in and in the neighborhood of St. Louis, between the various railway lines entering said city and industrial plants therein, and between such plants and such railways, in such manner as to prevent the unnecessary expense, inconvenience and loss attending the accumulation of a large number of passenger and freight stations; that respondent does not own or operate cars for the transportation of freight, but merely receives and delivers such cars of freight as are destined to or billed from points on its terminal facilities and from or to some one of the railways whose lines connect with respondent's terminal facilities; nor does respondent own or operate trains for the carriage of passengers, but merely furnishes motive power for the movement of passenger trains of various railway lines into and out of the union depot of the city of St. Louis; that being so organized and so existing, it operates and controls a large system of terminals in and in the neighborhood of the city of St. Louis, which system is the result of thirty years of growth and development and the expenditure of large sums of money. It is the policy and purpose of respondent from time to time to add to and enlarge its system of terminals, and as rapidly as the demands of commerce require; to this end it has recently increased its authorized bonded indebtedness to $50,000,000, and has expenden several million dollars in the acquisition of new facilities. The interest on its bonded indebtedness has been guaranteed proportionately by the proprietary lines hereinbefore referred to, and in consideration for, as well as protection against, loss on account of such guarantee, it has been agreed between respondent and the proprietary lines that respondent's facilities shall be forever used by the proprietary lines; in no other way can the acquisition, operation and maintenance of necessary and

adequate terminal facilities in the city of St. Louis be effected.

28. Further fully answering, respondent avers and states the facts to be that copies of the agreement of August, 1893, were duly filed with and in the office of the Railroad and Warehouse Commission of the state of Missouri, on or about the day of their execution, and ever since have been matters of public record and notice; that no question has ever been raised by the state of Missouri as to the validity of said agreements. Relying upon the validity of these agreements and the means afforded thereby to the respondent and Merchants Company of enlarging their respective facilities for the joint operation and more expeditious and convenient handling of traffic, respondent and Merchants Company have so developed their facilities as to avoid incurring unnecessary expense in the construction, maintenance and operation of tracks, and have so adjusted their tracks that trains may readily pass without interruption from one system to the other, thus affording to all industries alike railway service, regardless of location, on either system. Such enlargement of their respective systems and adjustment of tracks have been in the interest of economy, advantageous to the railway lines, to the public and to shippers, and in keeping with the public policy as expressed in the statutes in the state of Missouri, and as construed by its administrative officers.

29. Further fully answering, respondent avers and states the facts to be that all of its acts herein set forth have been done in good faith and in keeping with public policy, in harmony with the constitution and statutes of Missouri, and for the purpose of acquiring, developing, maintaining and operating adequate terminal facilities at and in the neighborhood of the city of St. Louis, for the purpose of developing the commerce of the city and meeting its requirements, affording ready and convenient methods for the handling of freight and passenger traffic, and at all times operating the facilities with economy. Its tolls and charges have at all times been so regulated that the revenue therefrom has been adequate only to make needed improvements and repairs and pay the cost of maintenace, operation

and interest on bonded indebtedness. No dividends nor profits in any form have ever been paid at any time to any of its stockholders. Its properties are, and by the terms of the agreements hereinbefore referred to must forever be, operated without the purpose of producing profit, but solely for the handling of railway traffic at and in the neighborhood of the city of St. Louis.

Wherefore, having fully answered, respondent prays that its rights, franchises and corporate powers be confirmed as heretofore exercised and enjoyed.

Terminal Railroad Association of St. Louis,
By M. F. Watts,
H. S. Priest,
Martin L. Clardy,
W. M. Williams,
Its Attorneys.

IN THE SUPREME COURT OF MISSOURI,
COURT IN BANC.

October Term, 1903.

State ex inf. Attorney General,
Informant,
vs.
The Terminal Railroad Association of St. Louis,
Respondent.

OPINION OF COURT.

This is a proceeding on information of the Attorney General, the object of which is to exclude the respondent corporation from all corporate franchises, and to annul its charter, on the ground that it has violated the law of this state which prohibits a railroad company from consolidating with another company which owns or controls a parallel or competing line.

The information sets out in chronological order the several corporations that have been chartered to handle the terminal railroad business in St. Louis. From its statements the following facts may be gathered:

In 1874 the structure now known as the Eads bridge across the Mississippi was finished. The railroad tracks over that bridge extending from the east to the west entered a tunnel under Washngton avenue, in St. Louis, which ran west and southwest until it merged at a point near Eighth and Poplar streets. In that year a Union Depot Company was chartered which erected a union depot and passenger station with switch tracks, yards, etc., at a point near Twelfth and Poplar streets. From that date on there were various companies chartered under the general railroad law whose object was to construct, maintain and use railroad track for the purpose of handling cars and trains of the various railroad companies coming into and out of the union depot from the south and west, and also from the east over the Eads bridge. Through these corporations, rights-of-way were acquired, tracks and switch yards necessary for this business were constructed connected with the tracks of the Union Depot Company entending from Compton avenue on the west to the properties of the Union Depot Company, thence east and through the tunnel and across the Eads bridge, by means of which trains of all railroads coming from the several directions above indicated were received by the agencies of the terminal company at the various termini of the railroads, and drawn into the premises of the union depot and in like manner trains departing from the city were taken charge of at the union depot by the terminal company and drawn over its tracks and delivered to the railroad companies at their respective termini, and there were also constructed switch tracks and spurs reaching to private business establishments located in the vicinity, or along the general course, of the terminal tracks. The union depot and passenger station and all its equipments were subsequently moved farther west, and now occupy blocks between Eighteenth and Twenty-first streets.

In 1889 the several corporations owning the terminal rights and properties above mmentioned consolidated and took the name of the "Terminal Railroad Association of St. Louis," the original authorized capital stock of which was $7,000,000.00, which in 1893 was increased to $12,000,000.00, and in 1903 to $50,000,000.00. That con-

solidated corporation was organized under the general railroad law of this state. It is the respondent in this suit. The respondent thus became the owner of all the rights and properties above mentioned, including those of the Union Depot Company, all of which, in the language of the information, "constituted the larger part of the terminal, switching and car storage facilities subject to use by persons and corporations engaged in business in St. Louis, and by them in transferring and switching the products so dealt in or manufactured by them to and from the railroad tracks and lines of railroad companies running into, through and from said city, and to and from the various factories, manufacturing establishments, freight depots, warehouses, private tracks and switches, and other places in said city from the factories, storage warehouses, depots, railroad tracks and switches in said city to the place of distribution or delivery depot in said city, and in switching and conveying the freight and passenger cars from and to the switches, side tracks, depots, warehouses and termini of the various railroads running into said city." This condition continued until August 17, 1893, when the respondent, by agreement of that date with the St. Louis Merchants Bridge Terminal Railroad Company, acquired control and practical ownership of the properties of that company. It is that agreement that forms the chief ground of the charge in the information that the respondent has violated the law.

The structure known as the Merchants bridge is a railroad bridge spanning the Mississippi about two miles north of the Eads bridge, its west end being at Ferry street in St. Louis. The St. Louis Merchants Bridge Terminal Railway Company, which we will hereinafter call the Merchants Terminal, was incorporated under the general railroad law of this state in 1887. The object declared in its articles of association was to construct and maintain a standard gauge railroad within the limits of the city from the union depot to the northern city limits; and from a point where it crosses North Market southwardly to Carr street; and from Ferry street eastwardly across the Merchants bridge into the state of Illinois; also from the point where it crosses Pope avenue northwardly to the intersection of Morin and Florissant avenues, in all fifteen miles.

In 1892 the Merchants Terminal Company acquired from another corporation called the St. Louis Terminal Railway Company a line of railroad which was to be constructed from a point near the northern limits of the city running north and westward and then southwestward, belting the city to Arloe station in St. Louis county, which is a station on the St. Louis & San Francisco Railroad. The design of this road was, when it should be completed, to furnish all persons and corporations in the city who might have use therefor "railroad connections, tracks, switches, freight cars, terminal and railroad terminal facilities, including depots, warehouses, car storage therein, switching facilities, and railroad track and terminal connections with the various railroads running into the city," and in this respect the design was to compete with the respondent in doing that business.

On August 17, 1893, the respondent entered into an agreement, the particulars of which are set out in the information and a copy filed as an Exhibit, the result of which was to give the respondent the practical ownership and control of the properties of the Merchants Terminal Company, and, with the other properties held by respondent, to give to respondent control of all instrumentalities now in operation in the city designed for handling the terminal business of the railroads centering in St. Louis.

The conclusion drawn by the Attorney General from those facts is that the respondent, The Terminal Railroad Association of St. Louis, has violated the law as ordained in Section 17, Article XII, of the constitution of this state and as declared in Section 1062, R. S. 1899.

The respondent demurs to the information, assigning as grounds therefor that the information does not show:

1. That respondent's road and that of the Merchaants Terminal are parallel or competing lines.

2. That they are railroads within the meaning of Section 17, Article XII of the constitution, or of Section 1062, R. S.

3. It does show that the properties of the respondent are such as it was authorized to acquire and use by the

provisions of Sections 1164-1165, and the amendments thereof, by the Act of the General Assembly of 1903.

I.

The clause in the constitution which it is contended has been violated is found in Section 17, Article XII, which section is as follows:

"No railroad or other corporation, or the lessees, purchasers or managers of any railroad corporation, shall consolidate the stock, property or franchises of such corporation with, or lease or purchase the works or franchises of, or in any way control, any railroad corporation owning or having under its control a parallel or competing line; nor shall any officer of such railroad corporation act as an officer of any other railroad corporation owning or having the control of a parallel or competing line. The question whether railroads are parallel or competing lines shall, when demanded, be decided by a jury, as in other civil issues."

In 1875 when the convention which framed our constitution was in session there were already lines of railroads running through the state which were parallel and competing, not parallel in a strictly governmental sense and not competing at all points, but parallel as that word had come to be used in a commercial sense as applied to railroads, and competing between principal termini for the business of carrying freight and passengers between those points. And it required then but little foresight to discern that other lines of railroads in a like sense parallel and susceptible of being used in a like sense in competition would be constructed crossing or traversing the state in all directions. The history of those times tells us that the people were already awakened to the advantage that competing roads would afford them and to the necessity of preserving that advantage. It was in view of the condition then existing and conditions then to be reasonably anticipated that the clause in the constitution above quoted was adopted. Courts should not lose sight of those conditions when construing that clause. In the language of the Attorney General, it "must be construed in the light of its practical, popular and general sense, with the view of protecting the public against adversities and injuries which would naturally follow in the ab-

sence of this inhibition." And we make free to quote from the Attorney General again when he says: "The spirit and object of the constitutional inhibition must be regarded, it will not do to juggle with its technical meaning."

Going back to the date when the constitutional convention was in session and viewing the physical and commercial conditions as they were at that date we must conclude either that a system of terminal railroad appliances such as the information shows has, since then, been involved in St. Louis, had not then been conceived by the members of the convention, or else that they did not understand that they were affecting that class of public utilities when they adopted the clause now under consideration. Because if they had such traffic appurtenances in mind and if they intended to include them in the inhibition, they would have used words more apt to express such intention. The words as used are sufficient to forbid a consolidation of railroad companies whose lines are parallel or competing in the sense above mentioned tracking the state through its length or its breadth, they need no other words of explanation to give them that effect and that is the effect that we would naturally conclude the framers of the constitution intended them to have.

We have a right to presume that a system of terminal railway appliances as a public utility was not altogether here unknown to the members of the constitutional convention, though such a system was then in an undeveloped stage of existence, because, as early as 1871, the General Assembly had passed an act looking to the formation of such a system and, as the information shows, such a system was, in 1875, in a formative state in St. Louis. The act of 1871 amended from time to time as to the General Assembly seemed necessary to meet the wonderful growth of the city and its railroad traffic, has been preserved in our statutes and is now embodied in sections 1164-1165, R. S. 1899, and Acts 1903, p. 130. The Act of 1871 (Sess. Acts, 1871, p. 59) starts out with a declaration of the advantage to be attained and the disadvantages to be overcome by its enactment: "In order to facilitate the public convenience and safety in the transmission of goods and passengers in large cities from one railroad to another and to prevent the unnecessary ex-

pense, inconveniences and loss attending the accumulation of a number of stations." Corporations to do the kind of traffic that the respondent is now engaged in doing were authorized to be found. Thus when the convention was in session there were in the state, corporations engaged in carrying over their railroads freight and passengers from one city to another, and other corporations engaged in transferring the cars brought by a railroad to its terminus in a city to some other point in the same city or to a common terminus of all railroad traffic in that city. The characters of the business of the two kinds of corporations were essentially different though both related to railroad traffic. The one was railroad business in its ordinary meaning, the other railroad business of a special character. A law might naturally be designed with reference to the one without being intended to affect the other. The statute expressly authorizes the formation of a corporation to handle the traffic of all railroads approaching the city and, to that end, to use a common track, to that extent therefore merging all the railroads in one; and it also authorizes the railroad companies to make such a combination among themselves. There is to be found in the Act of 1871 and its amendments, express authority for railroad companies parallel and competing or otherwise to unite or, if the term is preferred, consolidated, after they reach the city, so as to throw all their terminal business under a joint management. Thus at the time the constitutional convention was in session there was a law expressly permitting railroad companies to consolidate their properties and interests to this extent, and there was in fact, according to the averments in the information such a consolidation of interests, by railroad companies, in operation in this city, therefore before we can say that the framers of the constitution intended this section to apply to corporations engaged in strictly terminal business, or to railroad companies uniting in a common terminal system, we must say that they intended to forbid the formation of such a union terminal system as the statute had expressly authorized.

The history of the railroad terminal business as disclosed in the information and the acts of the General Assembly affecting the same, show that neither the men engaged in the

business nor the members of the General Assembly from first to last have ever put such an interpretation on the constitution.

The main purpose in the minds of the members of the convention in adopting this section was to preserve to the people who might have a choice of railroads between two points, the advantage in rates that would accrue to them from competition between rival companies. We must not lose sight of that purpose in our consideration of this subject.

The purpose of the statute of 1871 and its amendments as proclaimed in its preamble and as shown by its provisions is to obviate the necessity of every railroad having its own passenger station, freight depot and switch yard, involving the expense and inconvenience of moving passengers by means of omnibuses, and other such vehicles, to other stations in the city, and the unloading and hauling of freight from the terminus of one road to that of another or to the consignee's place of business in the city or from the manufactory to the railroad terminus all of which as appears in the now almost forgotten history of railroad traffic in the past, was accomplished at the great inconvenience and expense of the passenger and the shipper.

The purpose of the General Assembly was to allow such combination among the managers of the railroads entering the city as to reduce to the minimum the number of tracks, bring all the trains to one terminus, all freight to a common point for distribution, all cars to a common yard. It expressly authorized two or more railroad companies to do this and it put no limit to the number that might so combine.

The railroad companies in this state have for thirty years past been acting on the theory that they had the right to do that and so they have unless we can say that the framers of the constitution intended to forbid them doing so.

The purpose of the statute is not only not in conflict with the purpose of the constitution but is in aid of it. We have between our two greatest cities, St. Louis and Kansas City, four or five railroads which in the sense above mentioned are parallel and competing lines for the traffic between those two cities. Suppose a manufacturing concern in the north-

ern part of the city has a switch track to its establishment connecting it with the Merchants Terminal tracks and desires to make shipments of its products to Kansas City, the business of the concern is of such magnitude as to make its patronage an object of rivalry between all the railroad companies reaching that market. But if the Merchants Terminal Company can deliver the cars which are loaded on the switch at the manufacturers' establishment to one railroad only that railroad has a practical monopoly of the business of that manufacturer. But if the whole terminal system is open to the shipper he may invite bids on his freight and employ the railroad that will take it at the lowest rate. That is the system that this respondent has established, and it is bound to serve all railroad companies approaching St. Louis on the same terms; in the language of the information (paragraph 10) "the general object and purpose being to provide the most ample and convenient connections, accommodations and terminal facilities in St. Louis for all railroads now entering, or hereafter to enter the same, and all individuals and companies doing business with said railroads." The state has ample power to hold the respondent to a faithful performance of that public duty, to prevent favoritism and to prevent extortion.

We gather from the information that all along the lines of the terminal tracks, intersecting the city from north to south, from east to west, and belting it on the west, there are manufacturing and other business concerns with switch tracks or spurs into their premises which enables the shipper to load the cars on the switch tracks on his premises and have them delivered to any railroad that reaches the city. A more effectual means of keeping competition up to the highest point between parallel or competing lines could not be devised. The destruction of the system would result in compelling the shipper to employ the railroad with which he has switch connection or else cart his product to a distant part of the city; at a cost possibly as great as the railroad tariff.

St. Louis is a city of great magnitude in the extent of its area, its population, and its manufacturing and other business. A very large number of trunk line railroads converge in this city. In the brief of one of the well informed coun-

sel in this case it is said that St. Louis is one of the largest railroad centers in the world. Suppose it were required of every railroad company to effect its entrance to the city as best it could and establish its own terminal facilities, we would have a large number of passenger stations, freight depots and switch yards scattered all over the vast area and innumerable vehicles employed in hauling passengers and freight to and from those stations and depots. Or suppose it became necessary in the exigency of commerce that all incoming trains should reach a common focus, but every railroad company provide its own track; then not only would the expense of obtaining the necessary rights of way be so enormous as to amount to the exclusion of all but a few of the strongest roads, but, if it could be accomplished, the city would be cut to pieces with the many lines of railroad intersecting it in every direction, and thus the greatest agency of commerce would become the greatest burden.

This is what our General Assembly as early as 1871 to some extent at least foresaw and attempted to relieve against, and we cannot believe that the constitutional convention in 1875 was less appreciative of the conditions then present or in prospect, and hence we cannot believe that the convention, when it said that two lines of railroads that were parallel or competing should not be brought under one ownership or management, meant that two lines, used exclusively for bringing the trains from the several railroad termini in the city or at the city's border to a common terminus, should not be so consolidated; because as we have seen the consolidation of the terminal facilities promotes the competition that this clause in the constitution was designed to preserve.

What we have above said is intended to apply to the respondent only in reference to the charge in the information that it has violated the clause of the constitution forbidding the consolidation of railroad companies whose lines are parallel or competing; we hold that that constitutional inhibition was not intended to apply to companies owning lines of railroads used alone in terminal business.

II.

The information charges that the roads owned by the respondent in 1893 and those owned by the Merchants Terminal Company were parallel or competing lines. That is the statement of a conclusion which depends for its correctness on the facts from which it is drawn. The words in the constitution descriptive of the lines are "parallel or competing." The conjunction "or" is there used to co-ordinate the two words which it connects, as equivalent, the one of the other. The law makers were concerned, not so much with the figure the lines of the roads would make when traced on the map, as they were with the commercial relation the lines bore to each other; the desideratum was to preserve the competition.

The two railroad bridges crossing the river are parallel, whether they could have been used in 1893 by their respective owners in competition with each other, depends on the facilities that each had for receiving and delivering trains from the various railroads approaching St. Louis from the east aimed for the Union Station or trains departing from the Union Station destined to the east.

The information gives us to understand that the respondent company was, already in 1893, before it acquired the right to use the Merchants Terminal tracks equipped to do that business, and it specifies the lines of railroad and appurtenances that constituted that equipment, but it does not show that the Merchants Terminal Company was equipped to do a like business. In that important particular this case differs from East St. Louis, etc., Ry. v. Jarvis, 15 Am. & Eng. Ry. Cases (N. S.) 459, to which we are referred. In that case there were two belt lines which crossed and tapped all the railroads north of Cahokia Creek terminating in East St. Louis, and the two companies were in fact actively engaged in competing with each other for the same business. The Court said: "It appears that in 1884 these two companies were cutting rates buying business and losing money, and upon the advice of a mutual friend.....the two companies concluded to put the two properties under the same management and as a result, the leases in question

were made." No such condition is shown in the case at bar.

In paragraph 26 of the information the lines of road owned and operated by the respondent at the date of the organization of the Merchants Terminal and thence down to the date of the agreement of consolidation complained of, are given, but in the next paragraph when the lines of the Merchants Terminal are given the present tense only is used. These lines are described as commencing at the Merchants Bridge thence going southwardly crossing certain streets and blocks described by name and number until it crosses block 419 and Eighth street, the description of the course then given is in these indefinite words "thence westerly to the present Union Station." Whether the Merchants Terminal Company before the contract complained of had independent connection with the Union Station, or whether trains coming over the Merchants Bridge could have been delivered in the premises of the Union Station or trains destined for the east could have been taken thence over the route of the Merchants Terminal independent of the appliances of the respondent the information does not say. It says the Merchants Terminal Company had a perpetual lease of the Merchants Bridge, but what connections it had on the east bank of the river or what facilities it had for receiving and delivering trains on that side it does not say. It does not say that before or at the time of the contract assailed the Merchants Terminal was in actual competition with the respondent in the hauling of trains, or that it had the means or equipment to compete with respondent for the business. The fact that connection is now made between the Merchants Terminal tracks and of the Union Station do not justify the inference that such connection existed before the Merchants Terminal passed under the control of the respondent.

The Merchants Terminal could not have been a competing line unless it had such connection, and it could not have become a competing line unless it had the right and power of acquiring such connection. The essential facts to constitute the Merchants Terminal a competing line with that of the respondent are not stated in the information, at most they are left to inference, but since the information is aimed

at the line of the respondent it must be construed contra proferentem.

The facts stated in the information do not justify the conclusion therein drawn that the Merchants Terminal was at the time of the consolidation complained of, a competing line with the lines of the respondent.

III.

It is argued that the contract of August 17, 1893, whereby the consolidation was effected was ultra vires, and that it was against public policy. This assails the validity of the act of consolidation on grounds independent of the constitutional provision above discussed.

The Attorney General in his brief says: "And it has been time and again held that contracts made by and between quasi public corporations, whereby the corporate powers and duties of the one are delegated to the other, and where an attempt is made to alien either absolutely or conditionally the franchises essential to the performance of its public duties, are ultra vires and absolutely void." And authorities are cited in the brief which support the proposition.

Of course a statute can not authorize the doing of an act which the constitution forbids. Since, however, we have concluded that the consolidation complained of is not within the range of the constitution inhibition we may now consider it in the light of the statute.

There is no controversy in this suit between individuals and the corporation, it is the state through its law officer that is here calling the corporation to the bar and demanding judgment of extinguishment of its corporate life on the ground that it has committed an act beyond its corporate power, and an act contrary to public policy.

It might be conceded without affecting the result, that in 1893 the respondent had not the corporate power to purchase the stock of the Merchants Terminal Company, but its act in that respect, even if ultra vires, was not for that reason necessarily against public policy. The effect of it was, according to the information, to put all the terminal railroad business under one management, but in so far as

that concerned public policy it was in line with the policy declared in the preamble to the act of 1871 and repeated in every revision since that date. In 1903 Sections 1164, 1165 were amended expressly conferring on such terminal railroad companies the corporate power to acquire and hold the stock of other such companies. Sess. Acts, 1903, p. 130.

The General Assembly is the source of corporate power and it is also the authority to declare the public policy of the state. Until the General Assembly has spoken on the subject, it is the province of the courts to judge whether or not a given act is contrary to public policy in the light of the common law, but after the law making power has declared the public policy, the courts must enforce the policy as so declared.

If it be conceded that in the 1893 the acquisition by the respondent of the stock of the Merchants Terminal was against public policy, it is not so now because in 1903 the General Assembly expressly authorized it.

What right, therefore, has the state now to demand the annullment of the respondent's charter on the ground that it has done an act which it had no corporate power to do and which was then contrary to the public policy, when the state itself has since the act was done conferred on the respondent the right to do it and declared that it is in the interest of the public? In so far as it appears from the information, the state alone is interested in this matter, and since the state before this information was filed has expressly authorized the doing of the act in question, the court would not be justified in condemning the act as unlawful or against public policy.

The second count in the information relates to the acquiring by respondent of the property of the St. Louis Transfer Railway Company. What has already been said in reference to the first count applies with equal effect to this count.

The demurrer is sustained and ouster denied. Brace, Burgess and Fox, J. J., concur. Robinson, C. J., Gantt and Marshall, J. J., dissent.

L. B. Valliant, J.

AGREEMENT.

Terminal Railroad Association of St. Louis; St. Louis, Vandalia and Terre Haute Railroad Company; Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company; Terre Haute and Indianapolis Railroad Company; and Volney T. Malott, Receiver Terre Haute and Indianapolis Railroad Company.

Dated February 13, 1902.

Admission of St. Louis, Vandalia and Terre Haute Railroad Company to membership in Terminal Railroad Association of St. Louis:

This agreement, made this thirteenth day of February in the year nineteen hundred and two, between the Terminal Railroad Association of St. Louis, as first party; The St. Louis, Vandalia and Terre Haute Railroad Company, as second party; The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company and the Terre Haute and Indianapolis Railroad Company as third party, and Volney T. Malott, receiver of the Terre Haute and Indianapolis Railroad Company, covenanting and acting herein as such receiver, as fourth party, witnesseth:

Whereas, under date of October 1, 1889, a certain agreement was entered into between said Terminal Railroad Association of St. Louis, as first party, and the Missouri Pacific Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, the Wabash Railroad Company, the Ohio and Mississippi Railway Company, the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company, and the Louisville and Nashville Railroad Company, as second party, a copy of which said agreement is hereto attached, marked Exhibit "A" and made a part hereof, with like force and effect as if the same were herein fully set forth, and is hereinafter referred to as Exhibit "A" and;

Whereas, The Terre Haute and Indianapolis Railroad Company, hereinafter designated "Terre Haute Company," and the St. Louis, Vandalia and Terre Haute Railroad Company, hereinafter designated "Vandalia Company," although designated as among the parties of the second part

in said agreement, did not as was contemplated therein, execute the same or become a party thereto; and

Whereas, The Baltimore and Ohio Southwestern Railroad Company, since the execution of said agreement, has become a party thereto, as successor of the Ohio and Mississippi Railway Company, and is now a party to said agreement, with like force and effect as if it had been originally a party thereto; and

Whereas, said Volney T. Malott is now the receiver of said Terre Haute Company, under appointment of the circuit court of the United States in and for the district of Indiana, in an action brought by the bondholders of the Terre Haute and Peoria Railroad Company against said Terre Haute Company, and as such receiver is in possession of all the property of said Terre Haute Company, including all property leased, operated or controlled by that company, at the date of his appointment as receiver, to-wit, November 13, 1896; and

Whereas, at the date of the appointment of Volney T. Malott as receiver as aforesaid, said Terre Haute Company was in possession of and operating the property of said Vandalia Company, under an agreement between said companies made in 1868, and continuously since his appointment as receiver as aforesaid, as such receiver, has been in possession of and operating the property of said Vandalia Company under the terms of said agreement; and

Whereas, said Vandalia Company with the consent of the Terre Haute Company, desires to become a party to said agreement Exhibit "A", with like force and effect as if it had become originally a party thereto, its rights and obligations thereunder, however, to become effective only as and from the day of the date hereof; and

Whereas, The railways of said Terre Haute and Vandalia Companies constitute a continuous line of railway between the city of East St. Louis and the city of Indianapolis, connecting at said last named city with the Pittsburgh, Cincinnati, Chicago and St. Louis Railway, said three lines of railway constituting one continuous and through line of railway between the cities of East St. Louis and Pittsburgh; and

Whereas, It is considered by said three companies to be advantageous to their interest and it is their desire that the said Vandalia Company should become a party to this agreement and to said agreement Exhibit "A", and

Whereas, Said Terminal Association of St. Louis hereinafter designated "Terminal Company" and all of the parties of the second part to said agreement Exhibit "A", are willing and have consented that said Vandalia Company shall, on the terms and conditions herein set forth, become a party to said agreement; and

Whereas, Said Volney T. Malott, receiver, as aforesaid, as such receiver, under authority and direction of said circuit court of the United States, and with the consent of said court, evidenced by certified copy of its order, hereto attached, becomes a party thereto, for the purpose of performing as such, the covenants and obligations hereof and of said agreement Exhibit "A", but only so long as he may be receiver as aforesaid and only to the extent that such covenants and obligations effect the operation by him as such receiver of the railroads of said Terre Haute and Vandalia Companies.

Now, therefore, it is agreed between the parties hereto, as follows:

1. Said Terminal Company, each and every of the stockholders thereof having thereto consented, in consideration of the guaranty of said Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, and the Terre Haute Company, and of the obligations herein assumed by said Vandalia Company, does hereby agree to cause to be transferred and delivered to said Vandalia Company, one-seventh of the issued stock of said Terminal Company; said one-seventh being the proportion of such stock now held severally by each of the six parties of the second part to said agreement Exhibit "A," and does hereby, on and from this date, admit said Vandalia Company to the joint use with the parties of the second part to said agreement Exhibit "A", of all the terminal facilities of said Terminal Company in like manner and to a like extent, as if said Vandalia Company had at this date, executed said agreement Exhibit "A", as party of the second part, it being understood that such right is not

transferable to any extent whatever, but is to remain as appurtenant to the railroad of said Vandalia Company; it being understood and agreed that should the Vandalia Company be at any time hereafter consolidated with other railroad companies of Illinois and Indiana or with such companies and the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, the provisions hereof shall inure to the benefit of and be binding upon such consolidated company and said stock of said Terminal Company, herein referred to, shall be transferred and delivered to such consolidated company.

2. In consideration of said transfer and delivery of said stock and such admission thereby to membership as a proprietary line of said Terminal Company, said Vandalia Company hereby assumes the obligations of said agreement Exhibit "A", which it would assume if it now executed said agreement, and accepts the right of joint use herein granted and the terminal facilities of said Terminal Company, and hereby covenants and agrees that it will forever make use of the terminal facilities of said Terminal Company, for all passenger and freight traffic within its control, through, to and from St. Louis, and destined to cross the Mississippi river at St. Louis, and to pay therefor as in said agreement Exhibit "A" provided.

3. It is hereby declared to be the intention of the parties hereto and the purpose of the execution of this agreement, that said Vandalia Company, as consideration for and upon acceptance of said stock by said Vandalia Company and the execution of this agreement, shall be and does hereby become a party to said agreement Exhibit "A" and with like force and effect as if it had executed the same as of October 1, 1889, the date upon which said agreement was executed by the parties thereto, save and except that said agreement shall become effective, be binding upon and inure to the benefit of the parties hereto, only as and from the day of the date of the execution and delivery hereof.

4. The stock of said Terminal Company to be issued as herein contemplated shall in form and conditions of issue correspond in all respects with the certificates of stock heretofore severally issued to said parties of the second part to said agreement Exhibit "A".

5. Upon the execution and delivery hereof, or so soon thereafter as can be conveniently done, two shares of said stock shall be transferred to such party as said Vandalia Company may designate as a director of said Terminal Company, to represent the interest therein of said Vandalia Company and for the purpose only of qualifying such person as director, and the remaining shares of said one-seventh of said stock shall be transferred to said Vandalia Company, and thereupon such party so designated by said Vandalia Company shall be elected a member of the board of directors of said Terminal Company.

6. And said Volney T. Malott does hereby execute this agreement as a party thereto and as receiver as aforesaid, being directed and authorized hereunto by order and decree of said circuit court of the United States for the purpose only of covenanting and agreeing that he, as such receiver aforesaid, will observe and perform the covenants and agreements hereof and of said agreement Exhibit "A", but only so long as he is receiver as aforesaid and only to the extent that said covenants and agreements effect the operation by him, as such receiver, of the railroad of said Terre Haute and Vandalia Companies.

7. And the said Terre Haute Company, for itself and its successors and assigns, as lessee of the Vandalia Railroad, does hereby authorize and give its consent to said Vandalia Company to execute this agreement and said agreement Exhibit "A", and in consideration of the benefits accruing to them as owners of lines of railway which, with the railway of said Vandalia Company, form a continuous line, the said Terre Haute Company and the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company become parties to this agreement for the purpose of guaranteeing and they do hereby for themselves, their successors and assigns, guarantee unto said Terminal Company and unto its successors and assigns, that said Vandalia Company will faithfully and at all times comply with each and every obligation upon it imposed hereunder, and under the provision of said agreement Exhibit "A", to which it hereby becomes a party of the second part.

8. This agreement is executed under proper corporate action of the Terminal Railroad Association of St. Louis,

the said Terre Haute Company, the said Vandalia Company, and the said Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company, as evidenced by certified copies of the respective proceedings of the directors of said respective companies hereunto attached.

In testimony whereof, the parties have caused this agreement to be executed by their proper officers in five parts, as of the day and year first above written.

Terminal Railroad Association, of St. Louis.
(Seal) By Julius S. Walsh, President.
Attest.
James Hanna, Secretary.

St. Louis, Vandalia and Terre Haute Railroad Company,
(Seal) By James McCrea, President.
Attest:
S. B. Liggett, Secretary.

The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company,
(Seal) By James McCrea, Vice-President.
Attest:
S. B. Liggett, Secretary.

Terre Haute and Indianapolis Railroad Company,
(Seal) By James McCrea, President.
Attest:
W. G. Phelps, Assistant Secretary.

Volney T. Malott,
Receiver of the Terre Haute and Indianapolis Railroad Company.

AGREEMENT.

Terminal Railroad Association of St. Louis and St. Louis and San Francisco Railroad Company,

Dated June 9, 1902.

Admission of St. Louis and San Francisco Railroad Company to membership in the Terminal Railroad Association of St. Louis.

This agreement, made this 9th day of June, 1902, between the Terminal Railroad Association of St. Louis (here-

inafter designated "Terminal Company"), as first party, and the St. Louis and San Francisco Railroad Company (hereinafter designated the "Frisco Company") as second party; witnesseth:

Whereas, On the date of October 1, 1889, a certain agreement was entered into between said Terminal Company, as first party and the Missouri Pacific Railway Company, the St. Louis, Iron Mountain and Southern Railway Company, the Wabash Railroad Company, the Ohio and Mississippi Railroad Company, the Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and the Louisville and Nashville Railroad Company, as second party, a copy of which said agreement is hereto attached, marked Exhibit "A", and made a part hereof with like force and effect as if the same were herein fully set forth, and is hereinafter referred to as exhibit "A"; and

Whereas, The Baltimore and Ohio Southwestern Railroad Company, since the execution of said agreement has become a party thereto as successor to the Ohio and Mississippi Railroad Company, and is now a party to the said agreement, with like force and effect as if it had been originally a party thereto; and,

Whereas, The St. Louis, Vandalia and Terre Haute Railroad Company did, on the 13th day of February, 1902, become a party to said agreement, and is now a party to said agreement with like force and effect as if it had been originally a party thereto; and,

Whereas, said Frisco Company desires to become a party to said agreement exhibit "A" with like force and effect as if it had been originally a party thereto, its rights and obligations thereunder, however, to become effective only as and from the day of the date hereof; and,

Whereas, Said Terminal Company, and all the parties of the second part of said agreement exhibit "A", are willing and have consented that said Frisco Railway Company shall, on the terms and conditions herein set forth, become a party to said agreement; and,

Whereas, unanimous consent of all the directors of said Terminal Company, evidenced by the adoption of a resolution by the board of directors, has been given to the admis-

sion of said Frisco Company as a party of the second part to said agreement;

Now, therefore, it is agreed between the parties hereto as follows:

1. Said Terminal Company, each and every of the stock holders and each and every of the directors thereof, having thereto consented, in consideration of the obligations herein assumed by said Frisco Company, does hereby agree to cause to be transferred and delivered to said Frisco Company two thousand and fifty-eight (2058) shares of the capital stock of said Terminal Company, said 2058 shares being the proportion of such stock now held severally by each of the parties of the second part to said agreement exhibit "A", and does hereby, on and from this date, admit said Frisco Company to the joint use with the parties of the second part to said agreement exhibit "A", of all the terminal facilities of said Terminal Company, in like manner and to like extent as if said Frisco Company had upon the day of the date hereof executed said agreement exhibit "A", as party of the second part, it being understood, however, that such right is not transferable to any extent, but is to remain as appurtenant to the railroad of said Frisco Company.

2. In consideration of said transfer and delivery of said stock, and such admission to membership as a proprietary line of said Terminal Company, said Frisco Company hereby assumes the obligations of such agreement exhibit "A", with like force and effect as if it had been an original party of the second part to said agreement, and accepts the right of joint use herein granted by said Terminal Company, and hereby covenants and agrees that it will forever make use of the terminal facilities of said Terminal Company for all passenger and freight traffic within its control, through, to, and from St. Louis and destined to cross the Mississippi river at St. Louis, and to pay therefor as in said agreement exhibit "A" provided.

3. It is hereby declared to be the intention of the parties hereto, and the purpose in the execution of this agreement, that said Frisco Company, as consideration for and upon acceptance of said stock, and the execution of this agree-

ment, shall be and does hereby become a party to said agreement exhibit "A", with like force and effect as if it had executed the same as of October 1, 1889, the date upon which said agreement was executed by the then parties thereto, save and except that said agreement shall become effective, be binding upon, and inure to the benefit of said Frisco Company only as and from the day of the date of the execution and delivery hereof.

4. The stock of said Terminal Company to be issued as herein contemplated shall, in form and conditions of issue, correspond in all respects with the certificates of stock heretofore severally issued to said parties of the second part to said agreement exhibit "A".

5. Upon the execution and delivery hereof, or so soon thereafter as can be conveniently done, two (2) shares of said stock shall be transferred to such party as said Frisco Company may designate as a director of said Terminal Company, to represent the interests therein of said Frisco Company, and for the purpose only of qualifying such person as director; and the remaining shares of said stock to be issued to said Frisco Company as herein contemplated, shall be transferred to said Frisco Company, and said Terminal Company shall cause the party designated by said Frisco Company to be elected a member of the board of directors of said Terminal Company.

In Testimony Whereof, the parties hereto have caused this agreement to be executed by their proper officers, in duplicate, as of the day and year first above written.

Terminal Railroad Association of St. Louis,
By Julius S. Walsh, President.
St. Louis and San Francisco Railroad Company,
By B. L. Winchell, V. P & G. M.

NOTE: Pages 173 to 176, inclusive, skipped in numbering.

"Admission" Agreement.

Terminal Railroad Association of St. Louis and Chicago Rock Island and Pacific Railway Company, and St. Louis, Kansas City and Colorado Railroad Company.

Dated December 16, 1902.

Admission of Chicago, Rock Island and Pacific Railway Company.

This agreement made this sixteenth day of December, 1902, between Terminal Railroad Association of St. Louis (hereinafter called the Terminal Company), party of the first part, and the Chicago, Rock Island and Pacific Railway Company (hereinafter called the Rock Island Company) and St. Louis, Kansas City and Colorado Railroad Company (hereinafter called the Colorado Company), parties of the second part, witnesseth:

Whereas, On the first day of October, 1889, a certain agreement was entered into between the Terminal Company, as first party, and the Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railway Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, and Louisville and Nashville Railroad Company, as second parties, a copy of which said agreement is hereto attached marked exhibit "A", and made part hereof, with like force and effect, as if the same were herein fully set forth, and is hereinafter referred to as exhibit A; and

Whereas, Since the execution of said agreement, exhibit A, Baltimore and Ohio Southwestern Railroad Company (as successor of said Ohio and Mississippi Railway Company), St. Louis and San Francisco Railroad Company, and St. Louis, Vandalia and Terre Haute Railroad Company have severally become and now are parties to said agreement exhibit A, as parties of the second part thereto; and

Whereas, The Rock Island Company desires to become a party to said agreement exhibit A, its rights and obligations thereunder, however, to become effective only as and from the day of the date hereof; and,

Whereas, The Terminal Company and all of the parties of the second part to said agreement exhibit A are willing and have consented that the Rock Island Company shall, on the terms and conditions herein set forth, become a party to said agreement A; and

Whereas, Unanimous consent of all the directors of the Terminal Company, evidenced by the adoption of a resolution by its board of directors, has been given to the admission of the Rock Island Company as party of the second part to said agreement exhibit A;

Now, therefore, it is agreed between the parties hereto as follows:

1. The Terminal Company, each and every of the stockholders and each and every of the directors thereof having thereto consented, in consideration of the obligations herein assumed by the Rock Island Company, does hereby agree to cause to be transferred and delivered to the Rock Island Company two thousand and fifty-eight (2058) shares of the capital stock of the Terminal Company, said two thousand and fifty-eight (2058) shares being the proportion of such stock now held severally by each of the parties of the second part to said agreement exhibit A, and does hereby, and from this date, admit the Rock Island Company to the joint use with the parties of the second part to said agreement exhibit A of all the terminal facilities of the Terminal Company, in like manner and to like extent as if the Rock Island Company had at this date executed said agreement exhibit A as party of the second part; it being understood, however, that such right is not transferable to any extent, but is to remain as appurtenant to the railroad of the Rock Island Company.

2. In consideration of said transfer and delivery of said stock, and of such admission thereby to membership as a proprietary line of the Terminal Company, the Rock Island Company hereby assumes the obligations of said agreement exhibit A with like force and effect as if it had on this date executed as party of the second part said agreement exhibit A, and accepts the right of joint use herein granted by the Terminal Company, and hereby covenants and agrees that it will forever make use of the terminal facilities of the Ter-

minal Company for all passenger and freight traffic within its control, to and from St. Louis and destined to cross the Mississippi river at St. Louis, and to pay therefor as in said agreement exhibit A provided.

3. It is hereby declared to be the intention of the parties hereto, and the purpose of the execution of this agreement, that the Rock Island Company, as consideration for and upon acceptance of said stock and the execution of this agreement, shall be and does hereby become a party to said agreement exhibit A with like force and effect as if it had executed the same as of October 1, 1889, the date upon which said agreement was executed by the then parties thereto, save and except that said agreement shall become effective, be binding upon and inure to the benefits of the Rock Island Company only as and from the day of the date of the execution and delivery hereof.

4. The stock of the Terminal Company to be issued as herein contemplated shall, in form and condition of issue, correspond in all respects with the certificates of stock heretofore severally issued to said parties of the second part to said agreement Exhibit A.

5. Upon the execution and delivery hereof, or so soon thereafter as can be conveniently done, two shares of said stock shall be transferred to such party as the Rock Island Company may designate as a director of the Terminal Company to represent the interests therein of the Rock Island Company and for the purpose only of qualifying said person as director; and the remaining shares of said stock to be issued to the Rock Island Company as herein contemplated, shall be transferred to the Rock Island Company, and the Terminal Company shall cause the party designated by the Rock Island Company to be elected a member of the board of directors of the Terminal Company.

8. It is understood that the Rock Island Company is the owner of all the stock of the Colorado Company, and the Colorado Company, as part of the system of the Rock Island Company, shall be entitled to exercise and enjoy the joint use of all the terminal facilities of the Terminal Company herein conferred upon the Rock Island Company; and the Colorado Company hereby covenants and agrees that it will forever make use of the terminal facilities of the Terminal

Company for all passenger and freight traffic within its control to and from St. Louis and destined to cross the Mississippi river at St. Louis and to pay therefor as in said agreement exhibit A provided.

In witness whereof, the parties hereto have caused this agreement to be executed by their proper officers, in triplicate as of the day and year first above written.

Terminal Railroad Association of St. Louis,
(Seal) By Julius Walsh, President.
Attest:
Julius S. Walsh, Jr., Assistant Secretary.
The Chicago, Rock Island and Pacific Railway Company,
(Seal) By W. B. Leeds, President.
Attest:
Geo. T. Boggs, Assisant Secretary.
St. Louis, Kansas City and Colorado Railroad Company,
(Seal) By W. B. Leeds, President.
Attest:
Wm. P. Kennett, Secretary.

SUPPLEMENTAL AGREEMENT.

Missouri Pacific Railway Company and others, Proprietary Companies, Pittsburg, Cincinnati, Chicago and St. Louis Railway Company and Terre Haute and Indianapolis Railroad Company, Guarantors of St. Louis, Vandalia and Terre Haute Railroad Company, Terminal Railroad Association of St. Louis; Chicago and Alton Railroad Company, Guarantor of Chicago and Alton Railway Company; Chicago, Burlington & Quincy Railroad Company, Guarantor of Chicago, Burlington and Quincy Railway Company.

Dated January 16, 1903.

Supplementary to agreement October 1, 1889, providing for use of facilities of Terminal Railroad Association of St. Louis:

An agreement made this sixteenth day of January, in the year one thousand nine hundred and three, between the

Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, the St. Louis, Vandalia and Terre Haute Railroad Company, Baltimore and Ohio Southwestern Railroad Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company, Louisville and Nashville Railroad Company, St. Louis & San Francisco Railroad Company, the Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Chicago and Alton Railway Company, Chicago, Burlington and Quincy Railway Company, and Missouri, Kansas and Texas Railway Company, hereinafter termed, for convenience, proprietary companies, of the first part; the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, hereinafter termed the Panhandle Company, and Terre Haute and Indianapolis Railroad Company, hereinafter termed the Terre Haute Company, of the second part; Terminal Railroad Association of St. Louis, hereinafter termed the Terminal Association, of the third part; the Chicago and Alton Railroad Company and Chicago, Burlington and Quincy Railroad Company, of the fourth part:

The Terminal Association is a corporation organized under the laws of the state of Missouri, by an agreement of consolidation made on the 26th day of July, 1889, between Union Railway and Transit Company of St. Louis, and Terminal Railroad of St. Louis, and duly filed for record in the office of the secretary of state of the state of Missouri.

The Terminal Association was so organized for the purpose of acquiring title to and possession of various terminal railroad facilities in St. Louis and East St. Louis, and to secure to the various railroad companies owning or operating railroads entering said cities an efficient and economical method for interchanging passenger and freight traffic at the points named.

By an agreement, dated October 1, 1889, between the Terminal Association, of the first part, and the Missouri Pacific Railway Company, St. Louis, Iron Mountain and Southern Railway Company, Wabash Railroad Company, Ohio and Mississippi Railway Company, Cleveland, Cincinnati, Chicago and St. Louis Railway Company and Louisville and Nashville Railroad Company, of the second

part, the Terminal Association granted to each of said companies, and each of said companies accepted, a right forever, of joint use with each other and with such other companies as might be admitted, as proprietary lines, to joint use thereof, of all terminal properties of the Terminal Association then held or that might thereafter be acquired in said St. Louis and East St. Louis, for passenger and freight, express and mail business, and for the interchange of the same between each other and with the public, the right granted to each proprietary company to remain as appurtenant to the railroad then owned by such proprietary company; and each of said proprietary companies, parties to said agreement, agreed forever to make use of the bridge and terminal properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi river at St. Louis.

By said agreement it was provided that the rates of toll or charges should be fixed, subject as therein provided, so as to produce a sum sufficient each year to pay the fixed charges of the Terminal Association, including rentals, taxes and assessments, the expenses of maintaining the corporate organization of the Terminal Association and interest and dividends on such bonds or preferred stock not then contemplated as might become necessary to be thereafter issued for the purpose of future extensions and betterments to the properties of the Terminal Association, and each of the proprietary companies, parties thereto, agreed by article XIII thereof to pay its proportion of any deficiency, provided that the total gross sum which any one of the proprietary companies, parties thereto, should be called on to pay in any one year towards making up any deficit in the net earnings to meet the fixed charges should not in any one year exceed one-seventh of one million dollars, which was therein stated to be in excess of the entire fixed charges assumed under said agreement, and provided, further, that the tolls to be levied on traffic, as contemplated in said agreement, should at no time be so great as to place any proprietary company using said terminals at a disadvantage in respect to its traffic that may be in competition with that of other lines.

Since the execution of said agreement, Baltimore and Ohio Southwestern Railroad Company, as successor of said Ohio and Mississippi Railway Company; St. Louis and San Francisco Railroad Company, the St. Louis, Vandalia and Terre Haute Railroad Company, hereinafter called the Vandalia Company, the Chicago, Rock Island and Pacific Railway Company, Southern Railway Company, Illinois Central Railroad Company, the Chicago and Alton Railway Company, hereinafter called the Alton Company, Chicago, Burlington & Quincy Railway Company, hereinafter called the Burlington Company, and Missouri, Kansas and Texas Railway Company have severally become parties to said agreement; the obligations of the Vandalia Company under said agreement have been duly guaranteed by the Panhandle Company and the Terre Haute Company; the obligations of the Alton Company thereunder have been duly guaranteed by the Chicago and Alton Railroad Company, and the obligations of the Burlington Company thereunder have been duly guaranteed by Chicago, Burlington and Quincy Railroad Company.

The proprietary companies, as parties of the first part, and the Terminal Association, as party of the third part (the parties hereto of the second and fourth parts consenting, as evidenced by their execution hereof), desire to make this agreement, but subject in all respects to the agreement of October 1, 1889, and to the guaranty agreement hereinafter described.

Now, therefore, for a valuable consideration, it is agreed, each of the proprietary companies agreeing for itself only and not for the others, and to and with the Terminal Association, the Terminal Association agreeing to and with each of the proprietary companies severally, as hereafter in this supplemental agreement set forth;

First. Nothing in the agreement of October 1, 1889, shall prevent any proprietary company from maintaining a passenger station for commuter or suburban service.

Second. Each proprietary company shall have the right to use any facilities it may own or control for interchanging its own traffic only with the Terminal Association or any other carrier.

Third. The Terminal Association shall accept traffic offered to it at any junction, connection or incline, and shall handle and deliver the same with promptness and dispatch at the point of interchange designated by the delivering line. The tariff of the Terminal Association shall be so regulated that there shall be no difference in the rate on trans-river traffic by reason of the fact that such traffic is handled by bridge or by ferry; and when a proprietary company owns or operates an incline or tracks directly connecting therewith, the tariff shall be divided upon an equitable basis between the Terminal Association and the proprietary company or companies furnishing such property or service; this division of the tariff shall be made by the board of directors of the Terminal Association or by arbitration, as provided in the agreement of October 1, 1889.

Fourth. The Terminal Association may, if it so elects, maintain and operate adequate facilities for ferry transfer at any point or points within the present corporate limits of the city of St. Louis and also to, from and between existing inclines owned or operated by any proprietary company or companies within such corporate limits; in the event the Terminal Association does not maintain and operate such facilities, any proprietary company or companies, owning or operating such incline or inclines, may maintain and operate a ferry transfer for its or their own traffic.

Fifth. In the event any proprietary company shall make default in the performance of any obligation imposed upon or assumed by it herein or in the agreement of October 1, 1889 (or in the guaranty agreement of December 16, 1902, between the proprietary companies, the Terminal Association and the trustees in the general mortgage of the Terminal Association of that date, to all the provisions of which guaranty agreement this agreement is subject), which default shall entitle the Terminal Association to exclude the proprietary company so in default from the use of the properties of the Terminal Association, then and thereupon the stock of the Terminal Association held or owned by the proprietary company so in default shall be surrendered to the Terminal Association and distributed pro rata among the remaining proprietary companies. Such surrender of stock shall not release or discharge the proprietary company

so in default from any obligation hereunder or in the agreement of October 1, 1889, or in the guaranty agreement, imposed upon or assumed by it, or from liability from damage resulting to the Terminal Association or any of the other proprietary companies from such default.

In witness whereof, the parties hereto have caused this agreement to be executed by their proper officers in one or more parts, each part to be deemed an original, as of the day and year first above written.

The Missouri Pacific Railway Company,
(Seal) By Geo. J. Gould, President.
Attest:
A. H. Calef, Secretary.

St. Louis, Iron Mountain and Southern Railway Company,
(Seal) By Geo. J. Gould, President.
Attest:
A. H. Calef, Secretary.

Wabash Railroad Company,
(Seal) By Edgar T. Welles, President.
Attest:
J. C. Otteson, Secretary.

The St. Louis, Vandalia and Terre Haute Railroad Company,
(Seal) By Joseph Wood, Vice-President.
Attest:
S. B. Liggett, Secretary.

Baltimore and Ohio Southwestern Railroad Company,
(Seal) By L. F. Loree, President.
Attest:
G. F. May, Secretary.

Cleveland, Cincinnati, Chicago and St. Louis Railway Company,
(Seal) By J. D. Laying, Vice-President.
Attest:
E. F. Osborn, Secretary.

Louisville and Nashville Railroad Company,
(Seal) By Walker D. Hines, 1st Vice-Pres.

Attest:
W. H. Bruce, Assistant Secretary.
St. Louis & San Francisco Railroad Company,
(Seal) By B. F. Yoakum, President.

Attest:
J. S. Ford, Assistant Secretary.
The Chicago, Rock Island and Pacific Railroad Company,
(Seal) By W. B. Leeds, President.

Attest:
Geo. T. Boggs, Secretary.
Southern Railway Company,
(Seal) By S. Spencer, President.

Attest:
Geo. R. Anderson, Secretary.
Illinois Central Railroad Company,
(Seal) By Stuveysant Fish, President.

Attest:
A. G. Hackstaff, Secretary.
The Chicago and Alton Railway Company,
(Seal) By S. M. Felton, President.

Attest:
Chas. H. Davis, Assistant Secretary.
The Chicago and Alton Railroad Company,
(Seal) By S. M. Felton, President.

Attest:
Chas. H. Davis, Assistant Secretary.
Chicago, Burlington and Quincy Railway Company,
(Seal) By Geo. B. Harris, President.

Attest:
H. H. Weiss, Assistant Secretary.
Chicago, Burlington and Quincy Railroad Company,
(Seal) By Geo. B. Harris, President.

Attest:
H. H. Weiss, Assistant Secretary.
Missouri, Kansas and Texas Railway Company,
(Seal) By Mr. C. G. Hedge, President.

Attest:
S. Halline, Secretary.
The Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company,
(Seal) By Joseph Wood, Vice-President.

Attest:
S. B. Liggett, Secretary.
Terre Haute and Indianapolis Railroad Company,
(Seal) By J. J. Turner, Vice-President.

Attest:
W. J. Phelps, Assistant Secretary.
Terminal Railroad Association of St. Louis,
(Seal) By Julius S. Walsh, President.

Attest:
Julius S. Walsh, Jr., Assistant Secretary.

Duly acknowledged by all the parties before notaries public in proper state and county.

District of Columbia. Baltimore and Ohio Railroad. Elimination of grade crossings, construction of new terminals, etc.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Baltimore and Ohio Railroad Company, and the Terminal Company incorporated as provided in this Act, be, and each of them is hereby, empowered and authorized to locate, construct, maintain, and operate new terminals and new lines of railroad to accommodate the traffic of the said Baltimore and Ohio Railroad Company, in connection with its Washington Branch Railroad and Metropolitan Branch Railroad within the District of Columbia and in the City of Washington, as hereinafter provided. The said new terminal and terminal tracks shall occupy the streets, avenues, public reservations, and property belonging to the United States, and such of the lands and property belonging to others as may be acquired by either of said companies, situate and lying within the area bounded as follows, to-wit: Beginning at the intersection of the south line of N street north and a line forty feet from the east building line of Delaware avenue and parallel thereto; thence along said line parallel to the easterly build-

Location of new terminals and tracks.

ing line of Delaware avenue and forty feet therefrom to the west line of First street east; thence by said west line of First street east to the north line of C street north; thence by said north line of C street north to the east line of North Capitol street; thence north by said east line of North Capitol street to the south line of Massachusetts avenue; thence by a straight line to the intersection of the west line of First street east and the south line of H street north; thence to the point of beginning, or so much of this area as may be found to be necessary for proper terminal facilities and agreed upon between the Baltimore and Ohio Railroad Company and the Commissioners of the District of Columbia: Provided, That no portion of any street shall be closed under authority of this act until said railroad company shall have secured control of the property abutting upon said portion to be closed, it being the intent hereof that no property owner shall be deprived of egress from or ingress to his property.

Proviso. Access to private property not to be impaired.

The main lines of railroad connecting said new terminals and terminal tracks within the present lines of railroad of said Washington Branch and said Metropolitan Branch shall be located as follows: From the south side of H street said lines shall run by a masonry viaduct of width sufficient for five tracks, but not exceeding in width eighty feet, with such turn-outs and sidings to adjoining property as may at any time hereafter be constructed under the authority of this Act, northerly along the middle of Delaware avenue to the north line of N street; thence northerly still in Delaware avenue, with five main tracks, but with the right to locate and construct sidings in Delaware avenue to and into adjoining property, including all of square numbered seven hundred and forty-eight, and crossing Florida avenue overhead by means of a two-span plate-girder bridge, or by masonry arches, to the north side of Florida avenue; thence by diverging lines crossing over New York avenue by means of a two-span plate-girder bridge or bridges over the same, or by masonry arches; the one line, with two or more tracks, by the most practicable route in a general and northeasterly direction, to a point of connection with the present tracks of the Washington Branch Railroad north of Winthrop Heights Station, and the other

Location of connecting lines between terminals and present lines.

line with two or more tracks, in a northerly direction by the most practicable route, to a point of connection with the present tracks of the said Metropolitan Branch Railroad at or near Rhode Island avenue extended.

Location of roundhouses, etc.

Sec. 2. That said companies be, and each of them is hereby, authorized and empowered to locate, construct, maintain, and operate, outside of the city limits and south of V street, yard tracks, switches, roundhouses, shops and other structures necessary or proper for the accommodation of locomotives and cars for the conduct of its business or for the purpose of a freight yard; and also to locate, build, maintain, and operate, beyond the city limits, a branch track of "Y" for the passage of trains directly to and fro between the Metropolitan Branch and the Washington Branch without entering the city: Provided, That said roundhouses and shops shall be located within said "Y" as far eastwardly as in the judgment of the Commissioners of the District of Columbia it is practicable.

Branch track or "Y."

Streets to be vacated, etc.

Sec. 3. That to accomplish the purposes of this Act the following named streets in the subdivision of Eckington east of the right of way of the Metropolitan Branch of the Baltimore and Ohio Railroad Company shall be completely vacated and abandoned by the public and closed to public use, namely: Q, R, Third between New York avenue and Florida avenue, Fourth, Fifth, and Randolph streets; S and Seaton streets west of Sixth street; and Sixth street south of U street and Seventh street between New York avenue and Brentwood road shall not be opened. The Brentwood road shall also be closed between S street and Florida avenue. New York avenue and Florida avenue shall be carried under said railroad, as provided in the first section of this Act. T and V streets shall be carried under by a subway, or over the Metropolitan Branch Railroad by a bridge or viaduct. Between the north line of M street and the south line of G street all the tracks hereinbefore authorized shall be elevated and carried on a masonry viaduct, which said viaduct shall be so constructed with arches or bridges as to permit each and every intersecting street or avenue in the city to be passed and continued under the same through arched openings or spaces of sufficient clearance to permit the free and unobstructed use of said streets

Elevated tracks.

and avenues, in the form and manner and of the dimensions shown and indicated on the plan and profiles agreed upon between the said Baltimore and Ohio Railroad Company and the Commissioners of the District of Columbia, and now on file in the office of the Engineer Commissioner: Provided, That M street may be crossed by a metal bridge instead of a masonry arch, if desired, in order to avoid any change in the grade of said street.

Proviso. Metal bridge.

The following-named streets within the city limits shall be completely vacated, abandoned, and closed, namely: N street, between Second street east and Third street east, and Delaware avenue shall be closed and abandoned between the south line of Florida avenue and the north line of M street; E street between First street and North Capitol street; D street between First street and North Capitol street, and Delaware avenue between F street and C street, it being the intention of this Act that all streets, avenues, ways, and alleys within the area to be occupied and used for terminals and terminal tracks, as shown on said plan filed in the office of the Engineer Commissioner, shall be completely vacated, abandoned, and closed, and the use thereof and of any public reservation or street spaces of the United States within said area be granted to the said railroad company or terminal company constructing such terminals for the purposes of the same, except that Massachusetts avenue and F street shall be carried under said terminals by means of arches, in accordance with plans approved by the Commissioners of the District of Columbia.

Vacated streets in city.

The Commissioners of the District of Columbia are hereby authorized and directed to cause all streets, avenues, ways and alleys to be closed, as provided in this Act and in accordance with the intent therof; and also to make such changes in the existing lines and grades of any street, avenue, or way as may be reasonably required, deemed necessary, or advisable in the construction of the works hereby authorized.

Authority to close streets, etc.

That such portions of the structures carrying T and V streets over and under the tracks of the Baltimore and Ohio Railroad Company as lie within the limits of the right of way of said company shall be built and paid for by said company; and that so much of the change of grade at M

street and Florida avenue as may be necessary to carry said highways under the line of the railroad within the limits of the right of way of said company shall be paid for by the railroad company. The approaches, however, to said T street, V street, Florida avenue, and M street, and all of the work not within the right of way at said points shall be made and constructed by and under the supervision of the Commissioners of the District of Columbia and paid for from funds available for the purpose.

Location of fire engine house.

Sec. 4. That the Baltimore and Ohio Railroad Company shall, before taking possession of the ground now owned by the United States in square six hundred and eighty-three, secure and convey to the United States a tract of ground containing not less than twenty-one thousand square feet, which location shall be subject to the approval of the Commissioners of the District of Columbia and the Sergeant-at-Arms of the United States Senate, and locate thereon a fire-engine house at a cost of not less than thirty thousand dollars and stables at a cost of not less than fifteen thousand dollars; or, if said company prefers, it may have the said buildings erected by the Commissioners of the District of Columbia by depositing the amounts stated above with the said Commissioners and Sergeant-at-Arms, respectively, and when such buildings have been accepted by the District of Columbia and the Sergeant-at-Arms of the Senate, respectively, or the amounts necessary for their construction deposited as aforesaid, it shall have authority to remove said structures on the ground aforesaid. And the Baltimore and Ohio Railroad Company shall have the right to condemn such land in the city as is hereinbefore required, and for said purposes the provisions of section eleven of this Act are hereby made applicable to the provisions of this section.

Location of additional passenger, stations, etc.

Sec. 5. That in addition to the main or terminal station or depot, to be located as hereinbefore provided, the Baltimore and Ohio Railroad Company, or the terminal company incorporated as provided in this Act, may from time to time hereafter construct, establish, and maintain such additional stations or depots, for passengers or freight, as the company may deem necessary or useful in the conduct of its business, or for the accommodation of the freight and

passenger traffic passing over the lines of railroad authorized by this Act, at such point or points within said District as the Commissioners of the District of Columbia shall approve: Provided, That no such station or depot within the city limits shall be located east of Second street east, and west of North Capitol street, and it shall be lawful for either of said companies to acquire, by gift, purchase, or condemnation, any land adjacent to any street or avenue along or upon which the lines of railroad and works hereby authorized shall be located, and hold and improve the same in such manner as it may deem necessary or beneficial to accommodate or promote the traffic on said railroad, and to extend and construct tracks of railroad into and upon any lands so acquired and connect the same with the tracks on such adjacent street or avenue: Provided, however, That no grade crossing of any street or avenue within the city of Washington shall be thereby created, but such connecting tracks shall be elevated and carried over the portion of such street or avenue crossed in such manner as not to obstruct the free use thereof, and the plans of such connecting tracks and elevated structure shall in every case be first filed with and approved by the Commissioners of the District of Columbia. And it shall be lawful for said companies, or either of them, subject to the same conditions and restrictions, to attend and construct, from time to time, branch tracks or sidings from the lines of railroad authorized by this Act into any lot or lots adjacent to any street or avenue along which said lines of railroad are located, upon the application of the owner or owners of such lot or lots, to enable such owners to use their property for the purpose of coal, wood, or lumber yards, manufactories, warehouses, and other business enterprises.

Provisos. Qualification.

Adjacent land may be acquired.

No grade crossing to be created, etc.

Sidings for manufactories, etc.

Sec. 6. That if it should at any time be deemed necessary or advisable in the construction of the works hereby authorized to lay temporary tracks on any street or avenue to accomodate the business of the Baltimore and Ohio Railroad Company pending the completion of such works, the said company may lay such temporary tracks, subject to the approval and under the direction of the Commissioners of the District of Columbia, and shall remove the same and restore every such street or avenue to its former condition,

Temporary tracks authorized.

to the satisfaction of such Commissioners, within sixty days after the time fixed for the completion of the works hereby authorzed.

Plans.

Sec. 7. That it is the intention of this Act that the location and construction of the new terminals, terminal tracks, viaduct, and railroad lines hereby authorized within the city of Washington shall be substantially in accordance with the plans agreed upon by and between the Commissioners of the District of Columbia and the Baltimore and Ohio Railroad Company, which plans, with the accompanying drawings, maps, and tracings, signed by the Commissioners and by the chief engineer of such railroad company, are filed in the office of the Engineer Commissioner of said District; but that the company constructing said works shall be authorized to make such minor changes or modifications of or departures from said plans, drawings, maps, and tracings as it may reasonably require or deem necessary, advisable or advantageous and as the Commissioners shall approve and agree to; and in case of any change or modification of or departure from the present plans the Baltimore and Ohio Railroad Company shall submit the new plans to the said Commissioners for their approval, and shall file duly authenticated copies of said plans, after approval, with the Commissioners.

Changes.

Approval.

Approval of construction.

All work of construction authorized by this Act which shall affect in any way the existing streets or avenues of the city or District not hereby abandoned and closed shall be done to the satisfaction and subject to the approval of the Commissioners of the District of Columbia, who are authorized to exercise such supervision over the same as may be necessary to secure the proper construction and maintenance thereof. The company shall also deposit with the Collector of Taxes of the District of Columbia such sums of money as the Commissioners of said District may reasonably require to cover the cost of District inspection.

Deposit for inspection.

Completion of work.

Sec. 8. That of the works hereby authorized the viaduct and main lines of railroad thereon and extending therefrom to their points of connection with the Washington Branch Railroad and Metropolitan Branch Railroad, respectively, shall be completed, and said new terminals shall be ready

for occupancy, within five years from the date of the passage of this Act.

Removal of present tracks.

From and after the expiration of five years from the date of the passage of this Act all rights of the Baltimore and Ohio Railroad Company to maintain and operate the present tracks of its Washington Branch Railroad within the limits of the city of Washington, and the present tracks of its Metropolitan Branch Railroad south of the northern line of New York avenue, also extending from the north line of New York avenue to the north line of Q street, and west of the east line of Third street to said north line of New York avenue, shall cease and determine; and the said railroad company shall thereupon, within such reasonable time as the Commissioners of the District of Columbia shall prescribe, remove all such tracks and structures connected therewith from the streets, avenues, public reservations, or other property of the United States on all the lines to be abandoned as aforesaid.

Company to deed to United States right of way, etc., of Washington Branch Railroad, etc.

Said Baltimore and Ohio Railroad Company shall also immediately execute, acknowledge and deliver to the Commissioners of the District of Columbia a deed, in due form of law, granting, conveying, assigning and transferring to the United States of America all the estates, right, title, and interest that it, the said Baltimore and Ohio Railroad Company, has in, to, or out of the lands included within the limits of the roadway or right of way of the Washington Branch Railroad of said company from the west line of Second street to Winthrop Heights Station and of the Metropolitan Branch for the continuation of Third street from Q street south to New York avenue of an even width as north of Q street, subject, however, as to so much of said lands as lie north of Florida avenue and outside of the limits of the city of Washington, to the continued maintenance and use of the present tracks of said railroad company thereon, for the purpose of reaching its yard and roundhouse at Trinidad, until its new yard in or near Eckington and its roundhouse, authorized by this Act, shall be ready of use, but not exceeding six years from the date of the passage of this Act; said company, however, to have the right to remove its tracks and structures from the lands so granted within sixty days after the expiration of its right to maintain and use its tracks thereon.

Appropriation for payment to company.

In consideration of the surrender by the Baltimore and Ohio Railroad Company, under the requirements of this Act, of its rights under the several Acts of Congress heretofore passed, and under its several contracts with the municipal authorities of the city of Washington authorized by said Acts of Congress, and in consideration of the large expenditures required for the construction of the new terminals, viaduct and connecting railroads, as required by this Act, to avoid all grade crossings of streets and avenues within the city of Washington, and, further, in consideration of the grant and conveyance to the United States of the lands included within the limits of the roadway and right of way of the Washington Branch Railroad, which can be used for a street or avenue for the public benefit, the sum of one million, five hundred thousand dollars, to be paid to said railroad company toward the cost of the construction of said elevated terminals, viaduct and structures within the city of Washington, shall be, and is hereby, appropriated, one-half to be paid out of any money in the Treasury of the United States not otherwise appropriated, the other half to be paid out of the revenues of the District of Columbia. The sum so appropriated shall be paid upon presentation of a certificate by the Commissioners of the District of Columbia that the said viaduct has been completed as required by this Act.

Payment of half chargeable against the District.

In order to provide for the one-half of said amount chargeable to the District of Columbia, the Commissioners thereof shall, on the first day of July following the passage of this Act, and annually thereafter, pay over to the Treasurer of the United States, out of the revenues of the District of Columbia, the sum of one hundred and fifty thousand dollars, to be invested by the said Treasurer in interest-bearing bonds of the United States or the District of Columbia, until the full sum of seven hundred and fifty thousand dollars, as provided herein, shall have been paid.

Property taxable.

Sec. 9. That the property occupied by the Baltimore and Ohio Railroad Company, or by the proposed terminal company, under authority of this Act, together with the improvements which may be put thereon, shall be subject to tax by the District of Columbia the same as other property in the District of Columbia: Provided, That no assessment,

Proviso. Basis of taxation.

valuation, or tax shall be made or levied on the railroad or terminals located, constructed, or maintained under the authority of this Act in excess of that which would or could be lawfully made, laid or levied if said railroad and terminals were so located, constructed, and maintained without the use of bridges, viaducts, retaining walls, and other structures necessary or properly employed to elevate the same as required by this Act, it being the true intent and meaning hereof that the railroad and terminals hereby authorized shall be assessed and valued for purposes of taxation and taxed on the same basis as if the same were not constructed and maintained by means of such bridges, viaducts, retaining walls, and other structures.

Organization of terminal company in District.

Sec. 10. That if, for the purpose of constructing and owning the terminals, viaducts, railroads, depots, stations, and other works authorized by this Act, or any part thereof, the Baltimore and Ohio Railroad Company shall deem it expedient or advisable that a terminal company in its interest to be created and organized in the District of Columbia, the said Baltimore and Ohio Railroad Company, or some person thereto authorized on its behalf by resolutions of its president and directors, together with other persons not less than seven in number, of whom a majority shall be residents of the District of Columbia, shall cause a certificate of incorporation to be executed and recorded in accordance with the provisions of the general incorporation Act of Congress for the District of Columbia relating to railroad companies, being sections six hundred and eighteen to six hundred and seventy-six, both inclusive, of the Revised Statutes relating to the District of Columbia, with such capital stock, not to exceed five million dollars fully paid up, and under such corporate name as may be set forth in such certificate. The corporation so formed shall be vested with all the authority, rights, and privileges granted by said general Act, but the Baltimore and Ohio Railroad Company, or such persons as it may designate by resolution of its president and directors, shall be entitled to subscribe for and hold all the stock of said corporation, without advertisement or allotment, as provided in said sections six hundred and twenty-one and six hundred and twenty-two of said Revised Statutes. Said corporation

R. S. D. C. secs. 618-676, pp. 74, etc. Capital stock.

Powers of corporations, etc.

shall also be vested with and enjoy all the authorities, rights and privileges herein granted, so far as the same are applicable to or exercisable in its undertaking, as set forth in its said certificate of incorporation, and it shall be bound by all the limitations and provisions of this Act. Said corporation shall have the further powers to contract with the Baltimore and Ohio Railroad Company for the use or operation of its railroad and works by the last named company, or for the lease of the same, on such terms as may be agreed upon between the two companies, and shall also have the right and power, exerciseable at any time, to sell and convey all its railroad, works, and property to the said Baltimore and Ohio Railroad Company in consideration of the latter company assuming all its debts and liabilities and agreeing to repay to every stockholder the amount of money actually paid in on the stock held by him.

On the execution, delivery, and recording of the deed of conveyance, pursuant to and in consummation of such sale, the said terminal company shall *ipso facto* be dissolved and its corporate existence shall cease.

In the event, however, that the said terminal company shall not be organized under the provisions of this Act then the privileges, powers, and duties herein conferred and imposed shall devolve exclusively upon the Baltimore and Ohio Railroad Company.

Acquiring land for terminals, etc.

Sec. 11. That the Baltimore and Ohio Railroad Comanpy and the terminal company incorporated as herein provided shall be authorized and empowered, from time to time, to acquire, and hold, in fee simple, all lands and property required for the terminals, stations, yards, railroad facilities, and other works authorized by this Act either by purchase or by condemnation, as provided in sections six hundred and forty-eight to six hundred and sixty-three, both inclusive, of the Revised Statutes, relating to the District of Columbia: Provided, That in every case in which an assessment of damages or an award shall have been returned by the appraisers, the company upon paying into court the amount so assessed or awarded, may enter upon and take possession of the lands and property covered thereby, irrespective of whether exceptions to said assessment or award shall be filed or not, and the subsequent proceed-

R. S. D. C. secs. 648-663, pp. 78, 79.

Proviso.

Right of entry on deposit of appraisers' award.

ings shall not interfere with or affect such possession, but shall only affect the amount of the compensation to be paid.

Line outside city limits authorized.

Sec. 12. That the Baltimore and Ohio Railroad Company and the terminal company, incorporated as provided in this Act, be, and they are hereby, authorized and empowered to locate, construct, maintain, and operate outside of the limits of the city of Washington a line of railroad with one or more tracks extending from a connection with the Washington Branch Railroad and with the railroad authorized by the foregoing sections of this Act north of Winthrop Heights Station by such route as the company may select as most practicable, and be approved by the Commissioners of the District of Columbia, to a connection with the Baltimore and Potomac Railroad and with the said Baltimore and Ohio Railroad Company's Shepherds Branch at or near Bennings Station; and in the location, construction, maintenance, and operation of the line of railroad authorized by this section the said companies may exercise all the authorities, rights, privileges, and franchises by this Act conferred upon and vested in them in respect of the lines of railroad authorized by the foregoing sections of this Act, outside of the limits of the city of Washington: Provided, That whenever in the construction of said line of railroad it shall be found necessary to cross any existing public highway of the District of Columbia the company shall submit to and file with the Commissioners of the District of Columbia proper plans showing the intended crossing, shall obtain the approval of the same by the said Commissioners, and shall construct such crossing only in conformity with such approved plan. Every such highway crossing shall be either over or under grade where practicable without increasing the grades on said railroad or causing unreasonable expense in construction; and for the purpose of avoiding grade crossings the Commissioner of the District of Columbia shall be fully authorized and empowered to change the grade of any such public highway so as to pass the same over or under said railroad, and to deflect or divert any such highway so as to pass over or under said railroad at a different point of crossing, and to close so much of the said highway as is abandoned; and the company shall acquire, by purchase or

Proviso. Highway crossings, approval of plans.

Relocating highways.

condemnation, at its own expense, all lands required to relocated such highways, and shall pay the cost of all new construction or work required to restore any such highway raised, depressed, deflected or relocated as above provided, all of which construction and work shall be done to the satisfaction and subject to the approval of the said Commissioners.

Repeal.

Sec. 13. That all existing laws or parts of laws inconsistent with the provisions of this Act are hereby repealed to the extent to which they are so inconsistent, but to no further or other extent.

Amendment.

Sec. 14. That Congress reserves the right to alter, amend, or repeal this Act.

Approved, February 12, 1901.

February 28, 1903. (Public, No. 122.)

Chap. 856.—An Act to provide for a union railroad station in the District of Columbia, and for other purposes.

District of Columbia. Union Railroad station. Philadelphia, Baltimore and Washington Railroad, etc. New terminal and track privileges granted to.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That the Philadelphia, Baltimore and Washington Railroad Company (a corporation duly created by consolidation and merger of the Philadelphia, Wilmington and Baltimore Railroad Company and the Baltimore and Potomac Railroad Company, their respective capital stocks, railroads, properties and franchises), or the terminal company provided for in section ten of the Act of Congress approved February twelfth, nineteen hundred and one, entitled "An Act to provide for eliminating certain grade crossings of railroads in the District of Columbia, to require and authorize the construction of new terminals and tracks for the Baltimore and Ohio Railroad Company in the city of Washington, and for other purposes," be, and each of them is hereby, authorized and required to locate, construct, maintain, and operate a double-track railroad, commencing at a point on the railroad of said Philadelphia, Baltimore and Washington Railroad Company at or near the crossing of Second street southwest, at the elevation of said railroad provided for in the said Act of Congress relating to the Baltimore and Potomac Railroad Company approved February twelfth, nineteen hundred and one; thence curving toward the north, crossing over Virginia

Vol. 31, p. 775.

Location of tracks.

Vol. 31, p. 767.

avenue with a clearance of fifteen feet above the present curb thereof, crossing over First street southwest and Delaware avenue southwest, at a point about forty feet north of the north house line of E street, with a clearance of not less than sixteen feet; thence curving to the northward, crossing over Canal street and South Capitol street with a clearance of not less than fourteen feet above the curbs thereof; thence passing under the intersection of D street with New Jersey avenue, C street southeast, and B street southeast at the intersection with First street; thence continuing under the west side of First street to near E street northeast; thence curving to the eastward, crossing under the proposed circle at Massachusetts avenue to a connection with the tracks in the proposed terminal station to be built on the north side of Massachusetts avenue hereinafter provided for; thence running from the said north line of Massachusetts avenue on the terminal station structure hereinafter mentioned northeastwardly to Delaware avenue; thence still on said terminal structure, and on the easternmost part of the viaduct, hereinafter mentioned, to be located in Delaware avenue; to the north side of M street northeast; thence northwardly still on Delaware avenue, crossing Florida avenue overhead, by means of a girder bridge, or by masonry arches, to the north side of said avenue; thence by a line, still northwardly, curving to the east, and crossing under New York avenue, by the most practicable route, in a general northeasterly direction, to a point on the north line of Montana avenue, as projected, and shown on plan filed as required by this Act, from which terminal point the Philadelphia, Baltimore and Washington Railroad Company, its successors and assigns, shall be, and is hereby, authorized to locate, construct, maintain and operate a line of railroad, of two or more tracks, by the most practicable route, to a point of connection with its present railroad near Magruder Station in the State of Maryland, and to acquire, from time to time, such lands between Montana and Florida avenues, and east of the present Metropolitan Branch of the Baltimore and Ohio Railroad, as it may need for sidings, switches, yard tracks, with suitable structures and appliances, and other proper corporate purposes in connection therewith, and to use the

Magruder station. Connection.

same accordingly, subject to the approval of the Commissioners of the District of Columbia; and a right of way one hundred feet in width for said line of railroad as it shall be located through and upon lands belonging to the Reform School of the District of Columbia is hereby granted to and vested in said Philadelphia, Baltimore and Washington Railroad Company, its successors and assigns, on such terms as the Attorney-General shall prescribe: PROVIDED, HOWEVER, That the portion of said line of railroad lying south of Florida avenue within the limits of the city of Washington shall be used for passenger trains only, except in cases of temporary emergency, and then for a period not exceeding twenty-four hours, unless with the consent of the Commissioners of the District of Columbia.

Proviso. Restrictions.

JOINT CONSTRUCTION.

Joint construction.

Division of cost.

It is the intention of this Act that the portion of the line of railroad above authorized lying between the north line of Massachusetts avenue and the north line of Florida avenue, if constructed by said Philadelphia, Baltimore and Washington Railroad Company, shall be constructed jointly with the said terminal company, and with the viaduct and elevated terminal carrying the same above or over the streets and avenues of the city, be continuous with the elevated terminal and viaduct of said terminal company; and in that case the cost of said joint works shall be borne by said railroad company and said terminal company in such proportions as they may agree on, or, in case of a disagreement, as may be determined by the Supreme Court of the District of Columbia in such manner as that court shall prescribe. If, however, the Philadelphia, Baltimore and Washington Railroad Company shall deem it expedient or advisable, and shall so elect, that the whole or any portion of the railroad hereby authorized south of the point hereinbefore designated, on the north line of Montana avenue, should be constructed and owned by said terminal company, then and thereupon the said Philadelphia, Baltimore and Washington Railroad Company shall acquire, by purchase, from the said Baltimore and Ohio Railroad Company one-half of the whole then issued capital stock of the termi-

Construction by terminal company alone.

nal company, and be entitled to subscribe for and acquire equally with said Baltimore and Ohio Railroad Company all thereafter issued stock of said terminal company; and, upon such election, said terminal company shall have as full power and authority to locate, construct, maintain, and operate said line of railroads as it is possessed of with reference to the other works, specified in this Act, to be constructed by it, or which it is authorized to construct under the said Act relating to the Baltimore and Ohio Railroad Company, approved February twelfth, nineteen hundred and one.

Vol. 31, p. 775.

UNION STATION.

Main passenger station, etc.

Sec. 2. That the main passenger station and terminals for the accommodation of the passenger traffic of both the Baltimore and Ohio Railroad Company and the Philadelphia, Baltimore and Washington Railroad Company as may be moved over the railroads of either of said two companies, as provided in section eleven, shall be constructed by said terminal company within the area described as follows, namely: Beginning on the north side of Massachusetts avenue at a distance of three hundred feet northwest from the west side of Delaware avenue measured at right angles thereto; thence by a line parallel with Delaware avenue and three hundred feet therefrom northeastwardly to a point in the south line of I street northeast; thence by a straight line northeastwardly to a point in the interesction of the west line of Delaware avenue with the south line of L street northeast; thence eastwardly, along the south line of L street northeast, to a point in the intersection with the west line of Second street northeast; thence south, along the west line of Second street northeast, to a point about eighty feet north of the north line of H street northeast; thence by a line parallel with and distant three hundred feet measured at right angles thereto eastwardly from the east line of Delaware avenue, southwestwardly to a point in the north line of Massachusetts avenue; thence by the said north line of Massachusetts avenue to the point of beginning.

Post, p. 918.

Location.

Cost and character of station.

The terminal station contemplated by this Act shall cost not less than four million dollars and shall be monumental

in character, and the plans thereof shall be subject to the approval of the Commissioners of the District of Columbia.

Acquiring lands.

And for the purposes of said passenger station and terminal said terminal company is fully authorized and empowered to acquire, take, and use all the lands and property lying within said area, or so much thereof as it may deem necessary: PROVIDED, That on the westerly side of said railway station sufficient land for a street not less than forty feet in width shall be dedicated to the District of Columbia by the said railroad companies and said terminal company.

Proviso. Dedication of land for street.

VIADUCT.

Viaduct. Location.

Sec. 3. That the viaduct leading northwardly from the passenger station and terminal between the south side of L street and the north side of M street may ocupy so much of the bed of Delaware avenue as lies west of a line drawn parellel with the east building line of said avenue and forty feet westwardly therefrom: PROVIDED, HOWEVER, that said terminal station and viaduct shall be so constructed as to permit H, K, L, and M streets, and Florida avenue to be passed and continued under the same through openings or spaces of sufficient clearance to permit the use of said streets and avenues in the form and manner and of the dimensions shown and indicated on the plan and profiles agreed upon between the Baltimore and Ohio Railroad Company, the terminal company, and the Philadelphia, Baltimore and Washington Railroad Company and the Commissioners of the District of Columbia, and filed in the office of the Engineer Commissioner; and the said terminal company shall also grade and pave the said passageways at the time of their construction to the satisfaction of the Commisioners of the District of Columbia, but thereafter the maintenance of the pavements and roadways shall be provided for as in the case of other public highways in the District of Columbia.

Proviso. Passage for streets.

Grading and paving.

Said viaduct shall be of sufficient width to carry, in addition to the tracks authorized by said Act relating to the Baltimore and Ohio Railroad Company, approved February twelfth, nineteen hundred and one, such tracks as may be required to accommodate the traffic of the said Phila-

Width of viaduct. Vol. 31, p. 774.

delphia, Baltimore and Washington Railroad Company, and one or more freight tracks for the Baltimore and Ohio Railroad Company, to be located on the west side thereof.

YARDS AND SWITCHES FOR TERMINAL CO.

Yards, switches, etc.

Said terminal company is also expressly authorized and empowered, subject to the approval of the Commissioners of the District of Columbia, to acquire and become possessed of such lands in the District of Columbia, outside the city limits, as may be from time to time needed for the purpose, and thereon to construct, maintain, own, and operate yard tracks, switches, roundhouses, shops and other structures to adequately accommodate the handling, shifting, housing, storing, cleaning, and repairing of the locomotives and cars of such companies as shall be entitled to use the said passenger station and terminal; and also to establish, maintain, and operate the necessary tracks connecting the same with the tracks on Delaware avenue: PROVIDED, That said roundhouses and shops shall be located as designated on plans to be approved by the Commissioners of the District of Columbia, and filed in the office of the Engineer Commissioner.

Proviso. Location of roundhouses, etc.

BALTIMORE AND OHIO FREIGHT TRAFFIC.

Additional freight facilities for Baltimore and Ohio Railroad.

Sec. 4. That in order to provide terminal facilities for the freight traffic of the Baltimore and Ohio Railroad Company in lieu of those which said company is now authorized to have within the area to be ocupied by the passenger station and terminal, described in the Act relating to it, approved February twelfth, nineteen hundred and one, the said Baltimore and Ohio Railroad Company be, and it is hereby, authorized and empowered (in addition to the power and authority conferred upon it by the provisions of said Act relating to it, approved February twelfth, nineteen hundred and one) to locate, construct, maintain, and operate tracks, switches, sheds, warehouses, other structures, and facilities necessary or proper for a freight-delivery yard and terminal in Eckington, in, over and upon the bed of Quincy street and Third street between New York avenue and R street, and in and upon the property bounded by New York avenue, Florida avenue, Eckington place, and R street, outside the limits of the city of Washington; and

Vol. 31, p. 774.

In Eckington.

In city limits.

also within the city of Washington in, over, and upon the bed of Second street between M and N streets and in and upon squares seven hundred and eleven, seven hundred and twelve, and seven hundred and thirteen; and also to extend its tracks and switches north of V street on the east side of the main tracks of its Metropolitan Branch Railroad to Rhode Island avenue extended; and said company is hereby authorized to acquire, by purchase or condemnation, as provided in this Act, the lands and property necessary for the additional freight facilities above mentioned.

STREETS TO BE VACATED.

Streets to be vacated.
Vol. 31, p. 775.

Sec. 5. That to accomplish the purposes of this Act the following named streets, in addition to the streets vacated, abandoned, and closed by the provisions of said Act relating to the Baltimore and Ohio Railroad Company, approved February twelfth, nineteen hundred and one, are hereby vacated, abandoned, and closed, to-wit: In Eckington, T

In Eckington.

street shall be closed between the west line of Seventh street and the right of way of the Metropolitan Branch of the Baltimore and Ohio Railroad Company; Thomas street from the west line of Seventh street westward; Seaton street from Sixth street to Seventh street; S street from Sixth street to the Brentwood road; Brentwood road from the west side of Seventh street to the south side of S street; Third street from the south side of R sreet to Florida avenue; Quincy street shall be closed and abandoned: PROVIDED, That no streets or avenues shall be closed or abandoned under the provisions of this Act or of the Acts relating to the Baltimore and Ohio Railroad Company and the Baltimore and Potomac Railroad Company, approved February twelfth, nineteen hundred and one, until all of the property abutting on the streets or avenues, or portions thereof, provided to be closed in said Acts, shall have been acquired by said railroad company or companies or the terminal company referred to herein, either by condemnation or purchase, as hereinafter provided. No streets or avenues, except Ninth, Twlfth, and Fifteenth streets and New York avenue, shall be opened across the railroads constructed under authority of this Act between Florida and Montana avenues; and said Ninth, Twelfth, and Fifteenth

Provisos.
Restrictions.

Streets to be elevated.

streets, when and as opened, shall be carried above the railroads by suitable viaduct bridges, the cost whereof, with their approaches within the limits of the right of way, shall be paid by the terminal company, but shall be maintained as in the case of other public highways in the District of Columbia: PROVIDED, That the Baltimore and Ohio Railroad Company shall make adequate and suitable provision for carrying T street over the railroad right of way to the west line of Seventh street east in a manner satisfactory to the Commissioners. And the terminal company shall construct the necessary tunnels or viaducts to permit New York avenue to be carried with its full width between parking lines over their rights of way as herein authorized; and shall fill said avenue to a like width to the grade approved for said avenue for the purposes of this Act across said right of way and westward to Florida avenue, and shall support the sides of said avenue with embankments or retaining walls wherever it abutts upon property belonging to said railroad, and nothing contained in the provisions heretofore made for the vacating of Third street and Brentwood road across said avenue shall operate to close said avenue in any way as a public thoroughfare at its full established width: AND PROVIDED FURTHER, That the Baltimore and Ohio Railroad Company shall dedicate to the District of Columbia the necessary land to widen Eckington place on its east side to its full width in accordance with the recorded plans for street extensions, and the Philadelphia, Baltimore and Washington Railroad Company shall dedicate to the District of Columbia the necessary land to form a western exit from Ivy street to Canal street as shown on the plan filed by said company as required by this Act. Also, in the city of Washington the following named streets are hereby vacated, abandoned, and closed, to-wit: Ivy street between South Capitol street and a point two hundred and twenty feet east thereof; Second street northeast, between N street and Delaware avenue, and, between the north side of M street and the south side of L street, so much of the bed of Delaware avenue as lies west of a line drawn parallel with the east building line of said avenue and forty feet westerly therefrom; also all parts of streets included within the area of the terminal herein

T street.

New York avenue.

Widening Eckington Place.

Streets to be vacated in city.

described, except H and K strets, it being the intention of this Act that all streets, avenues, ways and alleys within the area to be occupied and used for said terminal and terminal tracks shall be completely vacated, abandoned, and closed, and the use thereof and of any public reservation or street spaces of the United States within said area be granted to the company constructing such terminals for the purposes of the same, except that H and K streets shall be carried under said terminal tracks substantially in accordance with the plans agreed upon between the Baltimore and Ohio Railroad Company, the terminal company, and the Philadelphia, Baltimore and Washington Railroad Company, and the Commissioners of the District of Columbia, and filed in the office of the Engineer Commissioner.

Massachusetts avenue plaza.

MASSACHUSETTS AVENUE PLAZA.

Acquisition of land authorized.

The Commissioners of the District of Columbia, are hereby authorized and directed to cause all streets, avenues, ways and alleys to be closed as provided in this Act, and in accordance with the intent thereof; and also to lay out a circle or plaza at the intersection of Massachusetts avenue and Delaware to lay out and open streets leading to such circle, and to change the lines of certain other adjacent streets and of Ivy street, as shown on a plan filed in the office of the said Commissioners, and also to make such changes in the lines and grades of any existing street, avenue or way and in the recorded plans of street extensions as may be reasonably required, deemed necessary, or advisable in the construction of the works hereby authorized. And authority is hereby given said Commissioners to acquire by purchase, or to condemn in accordance with existing law, the land necessary to carry out the proceedings authorized by this Act, and to reconstruct, grade, and pave, by lay labor or otherwise, the streets, avenues and ways changed in line or grade or newly created hereunder.

Sale, etc., of abandoned land.

And authority is hereby given the District Commissioners to sell or equitably exchange any portion of existing public space abandoned by reason of the adjustment of streets as an approach to the plaza or circle at Massachusetts avenue:

PROVIDED, That the provisions of section three of the Act of February twelfth, nineteen hundred and one, in relation to new terminals for the Baltimore and Ohio Railroad Company which vacate, abandon, and close D and E streets between First street and North Capitol street and Delaware avenue between C street and the south line of Massachusetts avenue, be, and the same are hereby, repealed, and said streets are restored to the same status and ownership in all respects as they were prior to the passage of said Act.

Proviso.
Streets reopened.
Vol. 31, p. 775, amended.

DAMAGES.

All damages to adjacent property owners resulting from, incidental to, or connected with changes in the grades of the streets or alleys authorized by this Act shall be borne, paid for, and defrayed, by the District of Columbia, and shall be recoverable by action of law against the said District on the part of the owners of the property so damaged. Fifty per centum of the amounts so recovered shall be refunded to the said District by the United States: PROVIDED, That in determing the damages as herein provided the jury shall take into consideration any benefits that may have accrued by reason of the elimination of grade crossings or of the location of said station in proximity to the property alleged to have been damaged.

Payment of damages by the District.

United States to refund one-half.
Proviso.
Benefits.

TAXATION.

Sec. 6. That the property owned or occupied by the terminal company, or by the Philadelphia, Baltimore and Washington Railroad Company, or by the Baltimore and Ohio Railroad Company under authority of this Act, or otherwise, together with the improvements that may be put thereon, shall be subject to taxation in the District of Columbia in the same manner and to the same extent as other property in the District, and all tracks and sidings shall be taxed as real estate: PROVIDED, That no assessment, valuation, or tax shall be made, laid or levied on the stations, terminals, and lines of railroad located, constructed, or maintained, under the authority of this Act in excess of that which would or could be lawfully made,

Basis of taxation.

Proviso.
Cost of bridges, etc., exempt.

Conveyance of old station to United States.

Surrender of railroad rights to the Mall.

Appropriation for payment to company.

Time of payment.

Prior rights, etc., continued.

Vol. 31, p. 767.

Rights accrue to successors, etc.

Washington Railroad Company shall be, and it is hereby, required to remove its present eastern connection between its passenger station and its line on Virginia avenue via Sixth street, including the tracks on Sixth street, and its western connection via Maryland avenue, and to convey its passenger station building to the United States. And in consideration thereof, and of the relinquishment and surrender by said Philadelphia, Baltimore and Washington Railroad Company of its right to occupy and use the portion of the Mall, and to maintain thereon a new passenger station and terminals, granted to the Baltimore and Potomac Railroad Company by the Act aforesaid in consideration of and as a contribution toward the large expenditures to be made by said company in the relocation and improvement of its line of railroad and elimination of grade crossings resulting therefrom, as required by said Act, the sum of one million five hundred thousand dollars shall be paid to said Philadelphia, Baltimore and Washington Railroad Company, its successors and assigns, out of any moneys in the Treasury of the United States not otherwise appropriated, and said sum of one million five hundred thousand dollars is hereby expressly appropriated for this purpose, and shall be paid upon presentation of a certificate by the Commissioners of the District of Columbia that said passenger station and terminal and connecting lines of railroad contemplated by this Act are ready for occupancy. Except as modified by this Act, all provisions of said Act relating to the Baltimore and Potomac Railroad Company, approved February twelfth, nineteen hundred and one, and all rights, powers, remedies, and processes thereby conferred on said last-named company, or upon Southern Railway Company, shall remain and continue in full force, and with like effect as if herein re-enacted at length; and all rights, powers, and privileges granted to, or duties imposed upon, said Philadelphia, Baltimore and Washington Railroad Company by this Act shall accrue to and devolve upon its successors and assigns, as provided with respect to the Baltimore and Potomac Railroad Company by section fifteen of said Act relating to said Baltimore and Potomac Railroad Company, approved February twelfth, nineteen hundred and one, and all provisions of said section shall

be applicable thereto in all respects, and in like manner as they are made applicable to the rights, privileges, and duties granted to or imposed upon said company by said company by said last-mentioned Act.

CONDEMNATIONS.

Condemnation proceedings. Vol. 31, pp. 767, 774.

Sec. 9. That in the execution of the powers conferred by this Act, or by either of said before-mentioned Acts, approved February twelfth, nineteen hundred and one, by the terminal company, the Philadelphia, Baltimore and Washington Railroad Company, or the Baltimore and Ohio Railroad Company, each of said companies may acquire, by purchase or condemnation, the lands and property necessary for all and every the purpose contemplated by each of said last-mentioned Acts and this Act respectively; and such condemnation shall be effected in the manner and by the methods and processes provided by sections six hundred and forty-eight to six hundred and sixty-three, both inclusive, of the Revised Statutes relating to the District of Columbia, which said sections, despite any repeal thereof, are hereby continued in full force and effect, and, for the purposes contemplated by this section, are hereby specially enacted, with like effect as if the same were incorporated herein at length: PROVIDED, That in every case wherein an assessment of damages or an award shall have been returned by the appraisers the company, upon paying into court the amount so assessed or awarded, may enter upon and take possession of the land and property covered thereby, irrespective of whether exceptions to said assessment or award shall be filed or not, and the subsequent proceeding shall not interfere with or affect such possession, but shall only affect the amount of compensation to be paid: AND PROVIDED FURTHER, That any property owner whose land is included within such location shall have the right, within two years, to begin proceedings to compel the appropriation of said land by said company and the payment of damages in the same manner as if the proceedings had been instituted by the company under the provisions of this Act.

R. S. D. C. secs. 648-663, pp. 78, 79.

Proviso. Possession.

Proceedings to compel appropriation of lands.

Conveyance of old station to United States.

Surrender of railroad rights to the Mall.

Appropriation for payment to company.

Time of payment.

Prior rights, etc., continued.

Vol. 31, p. 767.

Rights accrue to successors, etc.

Washington Railroad Company shall be, and it is hereby, required to remove its present eastern connection between its passenger station and its line on Virginia avenue via Sixth street, including the tracks on Sixth street, and its western connection via Maryland avenue, and to convey its passenger station building to the United States. And in consideration thereof, and of the relinquishment and surrender by said Philadelphia, Baltimore and Washington Railroad Company of its right to occupy and use the portion of the Mall, and to maintain thereon a new passenger station and terminals, granted to the Baltimore and Potomac Railroad Company by the Act aforesaid in consideration of and as a contribution toward the large expenditures to be made by said company in the relocation and improvement of its line of railroad and elimination of grade crossings resulting therefrom, as required by said Act, the sum of one million five hundred thousand dollars shall be paid to said Philadelphia, Baltimore and Washington Railroad Company, its successors and assigns, out of any moneys in the Treasury of the United States not otherwise appropriated, and said sum of one million five hundred thousand dollars is hereby expressly appropriated for this purpose, and shall be paid upon presentation of a certificate by the Commissioners of the District of Columbia that said passenger station and terminal and connecting lines of railroad contemplated by this Act are ready for occupancy. Except as modified by this Act, all provisions of said Act relating to the Baltimore and Potomac Railroad Company, approved February twelfth, nineteen hundred and one, and all rights, powers, remedies, and processes thereby conferred on said last-named company, or upon Southern Railway Company, shall remain and continue in full force, and with like effect as if herein re-enacted at length; and all rights, powers, and privileges granted to, or duties imposed upon, said Philadelphia, Baltimore and Washington Railroad Company by this Act shall accrue to and devolve upon its successors and assigns, as provided with respect to the Baltimore and Potomac Railroad Company by section fifteen of said Act relating to said Baltimore and Potomac Railroad Company, approved February twelfth, nineteen hundred and one, and all provisions of said section shall

be applicable thereto in all respects, and in like manner as they are made applicable to the rights, privileges, and duties granted to or imposed upon said company by said company by said last-mentioned Act.

CONDEMNATIONS.

Condemnation proceedings. Vol. 31, pp. 767, 774.

Sec. 9. That in the execution of the powers conferred by this Act, or by either of said before-mentioned Acts, approved February twelfth, nineteen hundred and one, by the terminal company, the Philadelphia, Baltimore and Washington Railroad Company, or the Baltimore and Ohio Railroad Company, each of said companies may acquire, by purchase or condemnation, the lands and property necessary for all and every the purpose contemplated by each of said last-mentioned Acts and this Act respectively; and such condemnation shall be effected in the manner and by the methods and processes provided by sections six hundred and forty-eight to six hundred and sixty-three, both inclusive, of the Revised Statutes relating to the District of Columbia, which said sections, despite any repeal thereof, are hereby continued in full force and effect, and, for the purposes contemplated by this section, are hereby specially enacted, with like effect as if the same were incorporated herein at length: PROVIDED, That in every case wherein an assessment of damages or an award shall have been returned by the appraisers the company, upon paying into court the amount so assessed or awarded, may enter upon and take possession of the land and property covered thereby, irrespective of whether exceptions to said assessment or award shall be filed or not, and the subsequent proceeding shall not interfere with or affect such possession, but shall only affect the amount of compensation to be paid: AND PROVIDED FURTHER, That any property owner whose land is included within such location shall have the right, within two years, to begin proceedings to compel the appropriation of said land by said company and the payment of damages in the same manner as if the proceedings had been instituted by the company under the provisions of this Act.

R. S. D. C. secs. 648-663, pp. 78, 79.

Proviso. Possession.

Proceedings to compel appropriation of lands.

Additional works.

The said terminal company, in respect of the additional works hereby authorized to be undertaken by it, shall be vested with and may execise all the powers, authorities, rights, and privileges, granted by the provisions of sections six hundred and eighteen to six hundred and seventy-six, both inclusive, of the Revised Statutes relating to the District of Columbia, to the same extent as if said provisions were fully set forth and enacted herein, and shall also be vested with and enjoy all the powers, authorities, rights, and franchises conferred or granted by said Act relating to the Baltimore and Ohio Railroad Company approved February twelfth, nineteen hundred and one, except the power to sell all its railroad and works and property to the Baltimore and Ohio Railroad Company, as provided in said last-named Act: PROVIDED, HOWEVER, That the Philadelphia, Baltimore and Washington Railroad Company shall have the right to acquire, own, and hold one-half of the capital stock of said terminal company, whether now or hereafter issued, and said Baltimore and Ohio Railroad Company shall make necessary transfers thereof accordingly.

R. S. D. C. secs. 618-676, pp. 74-81.

Vol. 31, p. 774.

Exception.

Proviso. Capital stock.

POWER TO CONTRACT.

Traffics contracts.

The Baltimore and Ohio Railroad Company, the Philadelphia, Baltimore and Washington Railroad Company, and the said terminal company shall have power to contract each with the other, or with both the others, or with any other railroad company or companies whose passenger traffic may be moved over the railroads of either of said two railroad companies as provided in section eleven, in regard to the construction, maintenance, use, or operation of any line or lines of railroad, terminals, terminal tracks, stations, or other work or properties, held, owned, or possessed by any of said companies within the District of Columbia, or authorized so to be, or for the lease of the same upon such terms as may be agreed upon between the parties to any such contract. Said terminal company shall also have the right and power, exercisable at any time, to sell and convey, either to the Baltimore and Ohio Railroad Company or to the Philadelphia, Baltimore and Washington Railroad Company, so much of the line of railroad constructed by the

Post, p. 915.

Sell by terminal company.

said terminal company under the authority of this Act, north of the north line of Florida avenue, as may be set apart for the exclusive use of the traffic of either of said railroad companies by their mutual consent.

MAGRUDER STATION LINE.

Magruder station line.

Sec. 10. That in the location, construction, and maintenance of the connecting line of railroad which the Philadelphia, Baltimore and Washington Railroad Company is by this Act authorized and empowered to locate, construct, maintain, and operate, from the point hereinbefore mentioned on the north line of Montana avenue to a point of connection with its railroad near Magruder Station, in the State of Maryland, said Philadelphia, Baltimore and Washington Railroad Company shall have, be possessed of, and exercise the powers and processes of condemnation as prescribed by section nine of this Act, and also all authorities, rights, powers, privileges, and franchises conferred upon or vested in the Baltimore and Ohio Railroad Company by the twelfth section of said Act relating to it, approved February twelfth, nineteen hundred and one, in respect to the line of railroad therein authorized, and shall be subject to the same limitations and restrictions as in said twelfth section set forth.

Location, etc., of tracks.

Ante, p. 916.

Vol. 31, p. 780.

INTERSECTING HIGHWAYS.

Intersecting highways.

Any and all streets or highways within the District of Columbia now or hereafter planned or projected to cross any line of steam railroad in the District of Columbia, which may be hereafter opened to public use, shall be located, constructed, and maintained either beneath such railroad by a suitable subway, or above the same by a suitable viaduct bridge at such altitude as will not interfere with the free and safe operation thereof. The cost and expense of opening said streets or highways within the limits of such railroad company's right of way, including the cost of constructing the portion of any viaduct bridge, within said limits, shall be borne and paid half by such railroad company, its successors and assigns, and half by the District of Columbia and the United States, but after construction

Subways, etc.

Cost of opening streets, etc.

Maintenance.

the cost of maintenance shall be wholly borne and paid as in the case of other public highways in the District of Columbia; and the portions of such streets now or hereafter planned or projected as above which lie within a right of way belonging to such railroad company shall be dedicated by such company as a public thoroughfare when the portions of such street adjoining such right of way have been similarly dedicated or otherwise acquired.

Use by other roads.

Sec. 11. That any railroad company now or hereafter lawfully existing and authorized to extend a line of railroad into the District of Columbia, or having secured the right to operate over the lines of any other then existing railroad, to a point of connection with the tracks of said terminal company, shall have the right to the joint use of said station and terminals upon the payment of a reasonable compensation for the use of the same; and if the parties be unable to agree upon such terms, then the same shall be prescribed by the Supreme Court of the District of Columbia, upon petition of either party in interest, under such rules of procedure as the said court shall prescribe.

Compensation.

Substation at Long Bridge.

Sec. 12. That the Philadelphia, Baltimore and Washington Railroad Company shall establish and maintain a substation with suitable accommodation for passenger travel at a convenient location north of the Long Bridge and at a point to be approved by the Commissioners of the District of Columbia.

AMENDMENT AND REPEAL.

Amendment.

Sec. 13. That Congress reserves the right to alter, amend or repeal this Act.

Approved, February 28, 1903.

ILLINOIS TRANSFER RAILROAD COMPANY.

Articles of Incorporation

Illinois Transfer Railroad Company,

The undersigned, J. M. Hamill, James Hanna, Michael Harrold, E. P. Bryan, and J. W. Taylor, for the purpose of organizing a railroad corporation under and pursuant to an act of the general assembly of the state of Illinois, approved

and in force March 1, 1872, entitled "An act to provide for the incorporation of associations that may be organized for the purpose of constructing railways, maintaining and operating the same; for prescribing and defining the duties and limiting the powers of such corporations when so organized, and authorizing the same and all railroad companies of this state to own and hold the stock and securities of railroad companies of other states owning connecting lines," and amendments thereto, and for the purpose of constructing and operating a railroad in said state, do hereby make, agree to, and adopt the following articles of incorporation, to-wit:

I. The name of such proposed corporation shall be Illinois Transfer Railroad Company.

II. The places from and to which it is intended to construct the proposed railway are from a point on the Mississippi river in the county of Madison, opposite town or village of Venice in said county of Madison; thence through the counties of Madison and St. Clair, to a point on said Mississippi river in said county of St. Clair south of Missouri avenue in the city of East St. Louis in said county of St. Clair.

III. The place at which shall be established and maintained the principal business office of such proposed corporation is the city of East St. Louis, county of St. Clair, state of Illinois.

IV. Such corporation shall continue a body for a period of fifty (50) years from the date of the filing and recording of these articles of incorporation in the office of the secretary of state of the state of Illinois.

V. The amount of the capital stock of such corporation shall be $500,000.

VI. The names and places of residence of the persons forming such corporation are as follows, to-wit: J. M. Hamill, Belleville, Illinois; James Hanna, Alton, Illinois; Michael Harrold, East St. Louis, Illinois; E. P. Bryan, St. Louis, Missouri and J. W. Taylor, St. Louis Missouri.

VII. The names of the members of the first board of directors are as follows: J. M. Hamill, James Hanna, Michael Harrold, E. P. Bryan and J. W. Taylor; the officers and persons in whom the government of the corporation and the management of its affairs shall be vested are the first board of directors as just stated.

VIII. The number of shares shall be five thousand (5000) and the amount of each share shall be one hundred dollars ($100).

In witness whereof, we have hereunto severally subscribed our names this twenty-sixth day of October, 1899.

J. M. Hamill,
Jas. Hanna,
Michael Harrold,
E. P. Bryan,
J. W. Taylor.

Acknowledged before N. D. Huer, notary public, St. Louis, Missouri, October 25, 1899.

Filed in the office of the secretary of state of Illinois, October 27, 1899.

St. Louis Belt and Terminal Railway Company.

Articles of Association.

St. Louis Belt and Terminal Railway Company.

Know all men by these presents, that the undersigned do hereby associate themselves together by these articles of association for the purpose of constructing, maintaining and operating a standard gauge railroad for public use in the conveyance of persons and property, under the laws of the state of Missouri, and more particularly under the provisions of article II, chapter 12, of the revised statutes of Missouri, 1899, and acts amendatory thereof.

I. The name of this company shall be the St. Louis Belt and Terminal Railway Company.

II. It shall continue as a body corporate for the period of one hundred (100) years.

III. Said company is organized for the purpose of constructing, maintaining and operating a standard guage railroad for public use in the conveyance of persons and property under the laws of the state of Missouri, with single or double track, from a point on or near the west bank of the Mississippi river in Carondelet township, in St. Louis county, Missouri, and running thence to a point on the right of way of the St. Louis and San Francisco Railroad Company at or near the intersection with the line dividing the city of St. Louis from the county of St. Louis, and thence to a point in Central township, in said county, west to Clayton court house, thence to a point at or near the west bank of the Mississippi river between the Chain of Rocks in said county and Eads bridge in the city of St. Louis, and also to construct, maintain and operate single or double track spurs, switches, side tracks, branch lines and connections from points on its aforesaid main line to points within the city of St. Louis and in the aforesaid county of St. Louis and to stations, warehouses, yards, depots and manufacturing establishments in said city or county, and to make connections with other railroads now or hereafter constructed in said city and county for the purpose of providing complete and convenient terminal railway facilities, connections and accommodations in said city and county for all railroads now entering, or which may hereafter be constructed in said city or county, and all individuals and corporations doing business with said railroads.

IV. The railroad to be constructed, maintained and operated by this company is to be twenty-one (21) miles in length.

V. It is intended to construct said railroad in the city of St. Louis and county of St. Louis as aforesaid.

VI. The capital stock of the company is three million dollars ($3,000,000.00), divided into thirty thousand (30,000) shares of the par value of one hundred dollars ($100) per share. Of said capital stock, stock to the amount of eight hundred thousand dollars ($800,000.00), being eight

thousand (8,000) shares of the par value of one hundred dollars ($100) per share, is preferred stock, and the remainder of said stock, being stock to the amount of two million two hundred thousand dollars ($2,200,000.00), or twenty-two thousand (22,000) shares of the par value of one hundred dollars ($100) each, is common stock. The holders of preferred stock shall be entitled to receive dividends thereon, if and when declared, up to, but not exceeding, four per cent in any year, before any dividends in that year shall be set apart or paid on the common stock, but such preferred dividends shall not be cumulative; and such dividends on the preferred stock may be paid annually, semi-annually or quarterly, as the board of directors shall in its discretion determine; after the payment of such dividends on the preferred stock, the holders of the common stock shall be entitled to receive all the net proceeds that may then be distributed as dividends, if and when declared.

The holders of said preferred stock shall not be entitled to vote at any meeting of the shareholders of the company for any purpose, held within thirty years from the date of its incorporation, and said preferred stock, or any part thereof, may at the option of the company, exercised by and through its board of directors, at any time, or from time to time, be called in and cancelled by the payment to the holders of the same the par value thereof. Upon the board of directors exercising said option, they shall be caused to be published in some newspaper of general circulation in the city of St. Louis, a notice to the holders of said preferred stock, designating the number of the certificates thereof, and the number of shares thereof to be called in, cancelled and paid as aforesaid, and after the publication of said notice no further dividends shall be paid upon the certificates of said preferred stock called in for cancellation as aforesaid.

VII. The business of this corporation shall be managed by a board of directors composed of nine persons, and the following are the names and places of residence of those agreed upon to manage the affairs of the company for the first year, and until others are chosen in their places, namely: Charles G. Warner, St. Louis, Missouri; Russel Harding, St. Louis, Missouri; Edwin G. Merriam, St. Louis, Mis-

souri: Benjamin L. Winchell, St. Louis, Missouri; Benjamin F. Yoakum, St. Louis, Missouri; Luman F. Parker, St. Louis, Missouri; William K. Kavanaugh, St. Louis, Missouri; James Y. Lockwood, St. Louis, Missouri; John F. Lee, St. Louis, Missouri.

VIII. In testimony whereof, each subscriber to these articles of association hereby subscribes hereto his name, place of residence and number of shares of stock he agrees to take in said company as follows:

Name	Place of Residence	Shares	Amount
C. G. Warner,	St. Louis, Missouri.....	50	$5,000
Russell Harding,	St. Louis, Missouri.....	10	1,000
Edwin G. Merriam,	St. Louis, Missouri.....	10	1,000
B. F. Yoakum,	St. Louis, Misouri.....	50	5,000
B. L. Winchell,	St. Louis, Missouri.....	10	1,000
L. F. Parker,	St. Louis, Missouri.....	10	1,000
W. K. Kavanaugh,	St. Louis, Missouri.....	50	5,000
Jas. Y. Lockwood,	St. Louis, Missouri.....	10	1,000
John F. Lee,	St. Louis, Missouri.....	10	1,000

State of Missouri, City of St. Louis, ss.

On this 11th day of March, A. D. 1902, before me came Charles G. Warner, Benjamin F. Yoakum and John F. Lee, all to me personally known, and who being by me first duly sworn, on their respective oaths state that the foregoing and annexed articles of association contain the true and original list of subscribers to the capital stock of the St. Louis Belt and Terminal Railway Company; that they are directors in said company named in said articles of asociation; that at least one thousand doliars of stock for every mile of said railway proposed to be constructed is subscribed thereto, and five per cent paid thereon, in good faith, and in cash, to the directors named in said articles of association; and that it is intended in good faith to construct, maintain and operate the standard gauge railroad mentioned in said articles of association.

B. F. Yoakum,
C. G. Warner,
John F. Lee.

Subscribed and sworn to before me this 11th day of March, A. D. 1902. My commission as notary expires September 27, 1904.

(Seal) Ernest M. Kenna,
Notary Public, City of St. Louis, Missouri.

Filed and copy issued March 14, 1902.

Sam B. Cook,
Secretary of State.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

Formed by consolidation of Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis. Length of track, including Union Depot Company. Main track, 1.03; second track, 1.03; side track, 52.50; total, 54.56 miles.

On October 1, 1889, an agreement was entered into between Jay Gould (then in control of the Union Railway and Transit Companies of St. Louis and Illinois, the Terminal Railroads of St. Louis and East St. Louis, and the Union Depot Company), the Missouri Pacific and Wabash Railroad Companies (who were lessees of the St. Louis Bridge and the Tunnel Railroad of St. Louis); the St. Louis, Iron Mountain and Southern; Cleveland, Cincinnati, Chicago and St. Louis; Ohio and Mississippi; Louisville and Nashville Railroad Company, which provided for the organization of a corporation called the Terminal Railroad Association of St. Louis, to operate the terminals at St. Louis and East St. Louis, whose capital stock should be jointly and equally owned by the six railroad companies last mentioned, and whose tracks and facilities should be perpetually used by them, the rate of toll or charges for such use to be sufficient to pay expenses of operation and maintenance, interest on the bonds of the new company, and on the bonds and stocks of the St. Louis Bridge Company and the Tunnel Railroad of St. Louis. The St. Louis, Vandalia and Terre Haute Railroad Company, now the Vandalia Railroad Company, was named in the body of the agreement, and one-seventh of the capital stock was reserved for delivery to it, but it did not subscribe to the

agreement at that time, nor become a party to it until February 13, 1902, when one-seventh of the original stock was delivered to it.

Each of the proprietary companies limited its liability for any deficit in the revenues to pay fixed charges to its pro rata share of $1,000,000, which liability was afterward extended, through the guaranty agreement of December 16, 1902, as will be seen below.

The agreement explicitly sets forth that the rental due to the Bridge and Tunnel Companies (being interest on $5,000,000 bonds and dividends on the first and second preferred stock of the Bridge Company, and on the capital stock of the Tunnel Company) has precedence over all other fixed charges except the $7,000,000 first mortgage bonds of the Terminal Association.

Provision was made in this agreement for the future admission of other railroad companies upon similar terms.

In accordance with the agreement, the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis consolidated under the name of the Terminal Railroad Association of St. Louis, to which were transferred the entire capital stocks of the Union Railway and Transit Company (of Illinois) Terminal Railroad of East St. Louis, and the Union Depot Company of St. Louis, and all the property of the latter company was conveyed by deed of October 3, 1889. The lease of the St. Louis Bridge and the Tunnel Railroad of St. Louis was assigned to the new Company by the Missouri Pacific and Wabash Railroad Companies on October 3, 1889. The consideration for these capital stocks, leaseholds and property was $5,000,000 of the first mortgage bonds of the Terminal Railroad Association.

The articles of consolidation of the Terminal Railroad Association of St. Louis were dated July 26, 1889, and were filed in the office of the secretary of state of Missouri, July 30, 1889; the first election for directors was held July 30, 1889, and the organization was perfected the same day.

The St. Louis, Vandalia and Terre Haute Railroad Company, which, on January 1, 1905, became merged into the Vandalia Railroad Company, was admitted to member-

› in the association by agreement of February 13, 1902, Pittsburgh, Cincinnati, Chicago and St. Louis Rail- / Company, and the Terre Haute and Indianapolis Rail- d Company joining in the agreement as guarantors, their gations being apportioned between by agreement of .rch 10, 1902.

The St. Louis and San Francisco Railroad Company was mitted to membership by agreement of June 9, 1902.

The Chicago, Rock Island and Pacific Railway Company, nd the St. Louis, Kansas City and Colorado Railroad Company, as part of the system of that company; the Southern Railway Company; Illinois Central Railroad Company; Missouri, Kansas and Texas Railway Company; Chicago and Alton Railway Company, and the Chicago, Burlington and Quincy Railway Company were admitted by agreements of December 16, 1902, under the following circumstances:

The Chicago, Rock Island and Pacific Railway Company, in order to provide itself and other companies with terminal facilities at St. Louis and East St. Louis, had acquired almost a majority of the capital stock of the Wiggins Ferry Company; and the proprietary companies, on behalf of the Terminal Association, which was itself without means to make the purchase, had also acquired nearly a controlling interest. In order to settle a controversy over the control of the Wiggins Ferry Company, threatening to result in prolonged litigation, the Chicago, Rock Island and Pacific Railway Company and the five other railroad companies were admitted to membership in the Terminal Association by the agreements of December 16, 1902, above mentioned, which agreements were accompanied by certain other agreements of the same date, known as the Preliminary, Admission, Second Admission, Assurance, Guaranty, Ferry Stock and Trust agreements, and briefly explained as follows:

Preliminary agreement, between the then nine proprietary companies, the Pennsylvania Company, and the Chicago, Rock Island and Pacific Railway Company, granting the latter company the use of certain terminal facilities, and also providing for the admission of the Illinois Central, Chicago, Burlington and Quincy, Chicago and Alton, and Southern Railway Companies to membership in the asso-

ciation. The Pennsylvania Company was a party to this agreement because of its stock ownership in the St. Louis, Vandalia and Terre Haute Railroad Company, now the Vandalia Railroad Company.

Assurance agreement, between the Chicago, Rock Island and Pacific Railway Company and the Terminal Railroad Association, whereby the latter agreed to perform the obligations of the proprietary companies under the Preliminary agreement, and also that the rights granted the Chicago, Rock Island and Pacific Railway Company under that agreement were not modified by the Admission agreement.

Admission agreement, between the Terminal Railroad Association of St. Louis and the Chicago, Rock Island and Pacific Railway Company, and the St. Louis, Kansas City and Colorado Railroad Company, admitting those two companies to membership in the Terminal Association.

Second Admission agreement, between the Terminal Railroad Association and the Southern Railway Company; Illinois Central Railroad Company; Missouri, Kansas and Texas Railway Company; Chicago and Alton Railway Company, and the Chicago, Burlington and Quincy Railway Company, admitting those companies to membership. The Chicago and Alton Railroad Company and the Chicago, Burlington and Quincy Railroad Company joined in this agreement as guarantors of the two last named companies respectively.

Guaranty agreement, between the fourteen proprietary companies, the guarantors of three of them, the Terminal Railroad Association, and the trustees of its general mortgage. By this agreement the payment of the interest on the general mortgage bonds of the Terminal Association was specifically guaranteed by the proprietary companies, it being further provided that the charges for the use of the facilities of the Terminal Association should be sufficient to pay the cost of maintenance and operation, fixed charges, etc., and that each of the proprietary companies should make good its proportion of any deficit in the revenues to meet those charges. Under the agreement of October 1, 1889, under which they became members, their liability had been limited to their proportionate share of a deficit amounting to not more than $1,000,000.

Ferry Stock agreement, between thirteen of the proprietary companies (the St. Louis, Vandalia and Terre Haute Railroad Company not joining) the Pennsylvania Company (taking the place of the St. Louis, Vandalia and Terre Haute Railroad Company) and the Terminal Railroad Association, providing for the reimbursement of those companies for amounts invested by them in the purchase of the capital stock of the Wiggins Ferry Company, and for the assignment of that stock to the trustees of the general mortgage of the Terminal Railroad Association, the title to the stock to vest in the proprietary companies subject to the mortgage.

Trust agreement, between thirteen of the proprietary companies, the Pennsylvania Company (taking the place of the St. Louis, Vandalia and Terre Haute Railroad Company) and the trustees of the general mortgage of the Terminal Railroad Association, assigning to the latter the capital stock of the Wiggins Ferry Company as additional security for the payment of the general mortgage bonds of the Terminal Association, the stock to be held in trust for the proprietary companies, subject to the mortgage.

In addition to the agreements of December 16, 1902, as above described, an agreement called the "Supplemental Agreement," dated January 16, 1903, which was supplemental to the agreement of October 1, 1889, under which the association was formed, provided among other things that in case any member defaulted in the performance of its obligations under the agreement of October 1, 1889, the Supplemental agreement or Guaranty agreement, the stock of such member should be surrendered to the association and distributed pro rata among the remaining members.

As already explained the Terminal Railroad Association acquired on October 1, 1889, the capital stocks of the Union Railway and Transit Company (of Illinois) Terminal Railroad of East St. Louis, and Union Depot Company of St. Louis.

In 1893 the association obtained a controlling interest in the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, and also acquired all of the cap-

ital stock and bonds of the St. Louis Terminal Railway Company.

The capital stock of the Granite City and Madison Belt Line Railroad Company was purchased June 18, 1900, and the capital stock of the St. Louis Belt and Terminal Railway Company was purchased October 1, 1902, by the Terminal Association.

Control of the Wiggins Ferry Company was obtained in December, 1902, as explained above.

In February, 1903, the Terminal Association purchased the entire capital stock of the Interstate Car Transfer Company.

It also an February 16, 1903, purchased the entire capital stock of the East St. Louis and Carondelet Railway in accordance with an agreement with the Pennsylvania Company dated February 13, 1902.

The East St. Louis Belt Railroad Company, Illinois Transfer Railroad Company, and Terminal Realty Company were organized in the interest of the Terminal Association.

Ordinances of the city of St. Louis, approved March 31, 1890, July 30, 1892, and April 7, 1897, granted the company the right to lay tracks on certain streets, and ordinance of February 25, 1891, authorized the construction of a new depot and tracks.

Capital Stock.

The capital stock authorized in the articles of consolidation was $7,000,000, in shares of $100 each. A certificate was filed in the office of the secretary of state of Missouri April 17, 1893, of an authorized increase to $12,000,000, and another certificate was filed December 10, 1902, of an authorized increase to $50,000,000. There was $2,882,000 stock issued, of which each of the fourteen proprietary companies owns $205,800, and $800 is held by the president, chairman of the board, and inspectors of elections, to enable them to qualify as such officers.

This stock is inalienable and not transferable, and must be returned to and become the property of the Terminal Association, whenever the proprietary company holding it ceases to be a member of the association.

MORTGAGES AND BONDS.

First mortgage, dated October 1, 1889, to the Central Trust Company of New York, trustee, securing $7,000,000 bonds of $1000 each, dated October 1, 1889, payable October 1, 1939, bearing 4½ per cent interest, all of which were issued and are now outstanding. This mortgage covers the property of the Terminal Railroad Association proper, all the property formerly of the Union Depot Company of St. Louis, the leasehold of the St. Louis Bridge and Tunnel Railroad of St. Louis, and the entire capital stock of the Union Railway and Transit Company (of Illinois) and of the Terminal Railroad of East St. Louis. By the guaranty agreement of December 16, 1902, and the Supplemental agreement of January 16, 1903, above mentioned, the proprietary companies agree to make good any deficit in the revenues to pay fixed charges to the extent of one-fourteenth each.

Second mortgage, dated August 1, 1893, to the Central Trust Company of New York, trustee, securing $5,000,000 bonds of $1000 each, dated August 1, 1893, payable August 1, 1943, bearing 5½ per cent interest, all of which were issued. They were all exchanged for first consolidated mortgage bonds, dated November 10, 1894, and the mortgage was cancelled of record.

First consolidated mortgage, dated November 10, 1894, to the Central Trust Company of New York, trustee, securing $12,000,000 bonds of $1000 each, dated November 10, 1894, payable August 1, 1944, bearing 5 per cent interest, of which $5,000,000 were issued and are now outstanding. Of these $3,500,000 took the place of a like amount of second mortgage bonds, which had been issued but never actually disposed of. This mortgage covers the property of the Terminal Railroad Association of St. Louis proper, and that formerly owned by the Union Depot Company of St. Louis, the leaseholds of the St. Louis Bridge, and the Tunnel Railroad of St. Louis; and the capital stock of the Union Railway and Transit Company (of Illinois) and of the Terminal Railroad of East St. Louis, subject to the prior pledge of these stocks under the first mortgage; also 17,800 shares of the capital stock of the St. Louis Mer-

chants Bridge Terminal Railway Company, the capital stock of the East St. Louis Belt Railroad Company, and the stock and bonds of the St. Louis Terminal Railway Company. The bonds were issued for the purposes of retiring the first and second mortgage bonds, acquiring a majority of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, and the stock and bonds of the St. Louis Terminal Railway Company, constructing the East St. Louis Belt Railroad, completing the Union Depot, and making other additions and improvements to the property of the company.

General mortgage, dated December 16, 1902, to the Central Trust Company of New York and William Taussig, trustee, securing $50,000,000 bonds of $1000 each, dated January 1, 1903, payable January 1, 1953, bearing 4 per cent interest of which $18,000,000 have been issued. Of the $32,000,000 unissued bonds, $17,500,000 are reserved for the retirement of $12,000,000 bonds of the Terminal Railroad Association, $3,500,000 bonds of the St. Louis Merchants Bridge Terminal Railway Company, $2,000,000 bonds of the St. Louis Merchants Bridge Company, and $14,500,000 are reserved for betterments and improvements and the acquisition of additional property.

A sinking fund provides for the redemption of $100,000 bonds in each year, beginning July 1, 1906, by lot at 110, or by purchase at a less price. The entire issue may be redeemed at the option of the company on January 1, 1910, or on any interest day thereafter, at a premium of 10 per cent and accrued interest.

This mortgage covers the property of the Terminal Association proper, and that formerly of the Union Depot Company of St. Louis; the leaseholds of the St. Louis Bridge and the Tunnel Railroad of St. Louis; the capital stocks of the Union Railway and Transit Company (of Illinois) and the Terminal Railroad of East St. Louis, subject to their prior pledge under the first and first consolidated mortgages; 17,800 shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company; the capital stock of the East St. Louis Belt Railroad Company; and the stock and bonds of the St. Louis Terminal Railway Company, subject to their prior pledge under the

first consolidated mortgage. It also covers the capital stock of the East St. Louis and Carondelet Railway, Illinois Transfer Railroad Company, Granite City and Madison Belt Line Railroad Company, St. Louis Belt and Terminal Railway Company, Interstate Car Transfer Company, and Terminal Realty Company.

In accordance with the Ferry Stock and the Trust agreements of December 16, 1902, above mentioned, the capital stock of the Wiggins Ferry Company is also pledged as additional security for the payment of these bonds.

By the Guarantee agreement of the same date the proprietary companies specifically guarantee the payment of the interest and sinking fund of these bonds.

In addition to the bonds secured by the above mortgages the Terminal Railroad Association guarantees the payment of the interest on the $2,000,000 bonds of the St. Louis Merchants Bridge Company, in accordance with an agreement of August 17, 1893, with the Madison, Illinois and St. Louis Railway Company; and also guarantees the payment of the principal and interest of $3,500,000 bonds of the St. Louis Merchants Bridge Terminal Railway Company, in accordance with an agreement of August 17, 1893, for the use of that company's property. It also guarantees under its lease of the St. Louis Bridge and the Tunnel Railroad the payment of the principal and interest of the $5,000,000 bonds of the Bridge Company, as well as dividends on its first and second preferred stock and on the stock of the Tunnel Railroad of St. Louis.

Union Railway and Transit Company of St. Louis.

Consolidated into the Terminal Association of St. Louis, July 30, 1889. The exact length of track constructed by this company cannot now be ascertained.

The Union Railway and Transit Company of St. Louis was organized in the interest of the Illinois and St. Louis Bridge Company. for the purpose of providing that company with freight terminal facilities in St. Louis.

This company filed articles of association in the office of the secretary of state of Missouri April 13, 1874, for the purpose of constructing a railroad from the western end of the tunnel, at or near Poplar street, St. Louis, to such

point west thereof as might be necessary to provide necessary ground for switches, etc., and also to run trains through the tunnel and over the Illinois bridge; thus forming a connection between the tunnel and bridge and the railroads constructed or to be constructed approaching the mouth of the tunnel on the west side of the Mississippi river, the length of the railroad not to exceed twenty-five miles.

The first election for directors was held April 13, 1874, and the organization perfected the same day.

An ordinance of the city of St. Louis, approved September 21, 1874, granted the company the right to construct its tracks from the Tunnel Railroad, at a point between Poplar and Spruce streets, across Ninth street into block 427, across Tenth street into block 434, across Eleventh street into block 437, and across Poplar street between Tenth and Eleventh, and Eleventh and Twelfth streets, the tracks to be located between the north line of Poplar street and a point 200 feet north thereof.

An ordinance, approved February 7, 1876, authorized the Union Depot Company and the Union Railway and Transit Company of St. Louis, or either of them, to extend their tracks from the east side of Tayon avenue to the western city limits, and to cross all intervening streets and alleys between Tayon and Prospect streets on a line parallel with the St. Louis, Kansas City and Northern Railway (now Wabash Railroad); and also to cross Randolph and Poplar streets and the alleys between Spruce and Randolph and Adolph and Mercer streets. This ordinance also authorized the Union Railway and Transit Company to lay tracks across Poplar and Spruce streets, adjoining the tracks of the Union Depot Company between Sixteenth street and Tayon avenue, or to use the tracks of the Union Depot Company across Poplar street.

Ordinances of March 17, 1880, and August 12, 1882, authorized the extension of tracks across the streets and alleys bounded by the east line of Ulrici street, the south line of Clark avenue, the east line of Tayon avenue, and the tracks of the Union Railway and Transit Company.

An ordinance, approved August 1, 1887, (amended July 30, 1892) granted right of way from Twenty-first street westwardly to a connection with the Wabash Western

Railway; thence over the Wabash Western tracks to their point of crossing the Olive road, thence to a connection with the Wabash Western Railway beyond Florissant avenue. It also authorized connection of the tracks in city blocks 457, 458 and 459 with those in city blocks 1671, 1672 and 1673, and over and across intervening streets and alleys.

An ordinance, approved July 26, 1888, authorized the construction of a side track on South avenue between Twenty-first and Twenty-second streets.

An ordinance, approved July 30, 1892, authorized the Terminal Railroad Association to construct tracks through blocks 2237, 2238, 2239, 2240 and 2550 and the streets dividing those blocks, and across Cardinal avenue, south of Adams street.

The road was open for operation July 4, 1874. The exact length of the line constructed by this company cannot now be ascertained.

Under date of January 1, 1879, the company leased its entire property and tracks to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, which lease was assigned by them July 1, 1881, to the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company. The Union Railway and Transit Company of St. Louis was consolidated with the Terminal Railroad of St. Louis July 30, 1889, under the name of the Terminal Railroad Association of St. Louis, and this lease was cancelled in accordance with agreement of October 1, 1889, providing for the reorganization of the terminals at St. Louis.

Capital Stock.

The capital stock authorized in the articles of association was $250,000 in shares of $100 each. On December 17, 1874, the stockholders authorized its increase to $750,000 and on January 16, 1877, to $900,000.

There was $846,400 issued, which was exchanged for an equal amount of the capital stock of the Terminal Railroad Association of St. Louis, in accordance with the articles of consolidation forming that company.

Mortgages and Bonds.

The company created no mortgage debt.

Terminal Railroad of St. Louis.

Consolidated into the Terminal Railroad Association of St. Louis July 30, 1889. The exact length of track constructed by this company cannot now be ascertained.

The Terminal Railroad of St. Louis filed articles of association in the office of the secretary of state of Missouri February 25, 1880, for the purpose of constructing a railroad connecting with the tracks of the Union Railway and Transit Company of St. Louis, the Tunnel Railroad, and the Union Depot and the various railroads in St. Louis, and with factories and other establishments, and to provide ample and convenient terminal facilities for those railroads and establishments. The length of the road was not to exceed ten miles.

The first election for directors was held March 31, 1880, and the organization perfected the same day.

The company constructed a system of tracks, which it opened for operation in 1881. Their exact length cannot now be ascertained.

On March 3, 1880, the company leased its entire property to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, which lease was on July 1, 1881, assigned to the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company.

The Company was consolidated with the Union Railway and Transit Company of St. Louis July 30, 1889, under the name of the Terminal Railroad Association of St. Louis, and this lease was cancelled in accordance with an agreement of October 1, 1889, providing for the reorganization of the terminals at St. Louis.

Capital Stock.

The capital stock authorized in the articles of association was $250,000 in shares of $100 each.

On August 11, 1882, a certificate was filed in the office of the secretary of state of Missouri of its authorized increase to $500,000, and another certificate was filed March

7, 1885, of its authorized increase to $700,000. There was $594,800 issued, which was exchanged for stock of the Terminal Railroad Association of St. Louis share for share, in accordance with the articles of consolidation forming that company.

Mortgages and Bonds.

The company created no mortgage debt.

Union Depot Company of St. Louis.

The St. Louis Union Passenger Station furnishes passenger facilities to all of the railroads entering St. Louis. The mileage of this company is included in that of the Terminal Railroad Association.

The Union Depot Company was organized under the act of the Missouri Legislature, approved March 18, 1871, authorizing the formation of Union Depot Companies, etc. Articles of Association were filed in the office of the clerk of the circuit court of St. Louis county, Missouri, May 9, 1874, who issued his certificate of incorporation the same date. A certificate of incorporation was also issued by the secretary of state of Missouri May 12, 1874.

Prior to the incorporation of the company, an agreement had been entered into between the Atlantic and Pacific Railroad Company (St. L. & S. F.), Terre Haute and Indianapolis Railroad Company; Indianapolis and St. Louis Railroad Compony (C. C. C. & St. L.); St. Louis and Southwestern Railway Company (L. & N.); Ohio and Mississippi Railroad Company (B. & O. S. W.); and Samuel Gaty, W. H. Clement, J. H. Britton, William Taussig, and their associates, providing for the incorporation of the Union Depot Company, and for the use of its depot, etc., by the railroad companies at an annual rental amounting to 10 per cent upon its total cost.

This agreement was supplemented by an agreement, made in 1874, between the above-named companies and the Union Depot Company of St. Louis, providing fully for the construction, use and control of the depot, and giving the companies the option of purchasing it within fifteen years.

An ordinance of the city of St. Louis, approved July 10, 1874, granted the Union Depot Company the right to con-

struct a depot and tracks in and under all the streets and alleys within the following limits: Commencing at the southeast corner of Eleventh and Poplar streets; thence running westwardly along the southern line of Poplar street to the west line of Sixteenth street; thence northwardly along the west line of Sixteenth street to Clark avenue; thence westwardly along the south line of Clark avenue to Tayon avenue; thence southwardly along the east line of Tayon avenue to the north line of lands of the Pacific Railroad Company (Missouri Pacific Railway); thence eastwardly along the north line of the Pacific Railroad lands to the east line of Eleventh street; thence northwardly along the east line of Eleventh street to the place of beginning.

Ordinances, approved December 26, 1874, February 11, 1875, and March 26, 1884, provided for the construction of bridges over the tracks of the Union Depot Company.

An ordinance approved February 7, 1876, authorized the Union Depot Company and the Union Railway and Transit Company, or either of them, to extend their tracks from the east side of Tayon avenue to the western city limits, and to cross all intervening streets and alleys between Tayon and Prospects streets on a line parallel with the St. Louis, Kansas City and Northern Railway (now Wabash Railway); also to cross Randolph and Poplar streets, and the alleys between Spruce and Randolph, and Adolph and Mercer streets.

The depot was opened for operation in 1876.

In accordance with agreement of October 1, 1889, between Jay Gould (then in control of most of the terminal facilities in St. Louis and East St. Louis) and the several railroad companies whose lines terminated there, the Terminal Railroad Association of St. Louis was formed for the purpose of placing all of the terminals under the control of one company. The Union Depot Company conveyed all of its property to the Terminal Railroad Association of St. Louis by deed dated October 3, 1889, and also all of its capital stock was transferred to that company. The corporate existence of the Union Depot Company is, however, still maintained, as of possible future value.

An ordinance, approved February 25, 1891, authorized the extension of tracks from the south line of Randolph

street to the south line of Clark avenue, between the east line of Eighteenth and the east line of Twenty-first street, and from the south line of Clark avenue to the south line of Market street, between the west line of Eighteenth and the east line of Twentieth street; to cross Randolph, Poplar, Spruce, Clark, Walnut and Eugenie streets and intermediate streets and alleys; and to construct a new passenger station, tracks, etc. The ordinance also provided for the vacation of the streets and alleys within the abovementioned limits.

A new station was built by the Terminal Association and opened for operation September 1, 1894, on which date an agreement was made with the various railroad companies using the station for its continued use for a period of ten years from September 1, 1894, at an aggregate rental of $325,000 (5 per cent on $6,500,000) and all expenses of maintenance and operation, the rental, etc., to be apportioned among the several lines according to the business done by each. The station is still operated on the basis of this agreement.

Capital Stock.

The capital stock authorized in the articles of association was $1,000,000 in shares of $100 each, all of which was issued, and is owned by the Terminal Railroad Association of St. Louis.

Mortgages and Bonds.

The company created no mortgage securing the issue of any series of bonds. All of the property formerly of the company, but which it conveyed to the Terminal Railroad Association of St. Louis by deed of October 3, 1889, is covered by the various mortgages of the association.

Union Railway and Transit Company

(Of Illinois.)

The tracks of the Union Railway and Transit Company form a part of the railway yards in East St. Louis. Main track, 0.24; side, 0.13; total, 0.37.

The Union Railway and Transit Company (of Illinois) was organized in the interest of the Illinois and St. Louis

Bridge Company, and filed articles of incorporation in the office of the secretary of state of Illinois April 14, 1874, to construct a railroad to connect railroads terminating at or near East St. Louis with the Illinois and St. Louis Bridge "and to operate the said railroad and the railroads crossing said bridge and passing through the tunnel at the western end of said bridge at St. Louis; and it is intended to construct the proposed railway from the points or places to which said Illinois and St. Louis Bridge Company may carry its approaches at the east end thereof, and to such points or places on the lines of the several railroads terminating or hereafter to terminate at East St. Louis, as the company shall find most convenient for the purpose of transporting persons and property from said railroads, to and from said approaches, and over said bridge."

The first election for directors was held April 14, 1874, and the organization perfected the same day.

On January 1, 1879, the company leased its property to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, which lease was assigned to the Missouri Pacific and Wabash, St. Louis and Pacific Railway Companies July 1, 1881. This lease was cancelled in pursuance of agreement of October 1, 1889, for the organization of the Terminal Railroad Association of St. Louis, under which the Terminal Association also became the owner of the entire capital stock of the company.

Capital Stock.

The capital stock authorized in the articles of association was $250,000 in shares of $100 each, of which $99,000 has been issued. This stock is all owned by the Terminal Railroad Association, and is specifically pledged as collateral security under the first, first consolidated and general mortgages of that company.

Mortgages and Bonds.

The company created no mortgage debt.

Terminal Railway of East St. Louis.

The tracks of the Terminal Railroad of East St. Louis constitute part of the railway yards of the Terminal Asso-

ciation in East St. Louis. Main track, 0.70; second, 0.46; side, 30.62; total, 31.78 miles.

The Terminal Railroad of East St. Louis was organized in the interest of the St. Louis Bridge Company, and filed articles of incorporation in the office of the secretary of state of Illinois February 23, 1880, to construct a railroad and terminal facilities and tracks in East St. Louis connecting with the tracks of the Union Railway and Transit Company, the St. Louis Bridge Company and with the various railroads entering East St. Louis.

The first election for directors was held March 2, 1880, and the organization perfected the same day.

On March 3, 1880, the company leased its road to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, which lease was assigned to the Wabash, St. Louis and Pacific Railway Company and the Missouri Pacific Railway Company July 1, 1891. When the Terminal Railroad Association of St. Louis was organized, in accordance with agreement of October 1, 1889, it became the owner of all of the capital stock of the Terminal Railroad of East St. Louis, and this lease was cancelled.

An ordinance of the city of East St. Louis, approved May 24, 1893, granted to the company the right to lay tracks across St. Clair avenue west of Cahokia creek.

Capital Stock.

The capital stock authorized in the articles of association was $100,000 in shares of $100 each. On July 12, 1882, the stockholders authorized its increase to $300,000 and on March 3, 1885, to $400,000. There has been $316,000 issued, all of which is owned by the Terminal Railroad Association of St. Louis, and is specifically pledged as collateral security under the first, first consolidated and general mortgages of that company.

Mortgages and Bonds.

The company has created no mortgage debt.

St. Louis Terminal Railway Company.

Commonly called "Inner Belt." Extends from a connection with St. Louis Merchants Bridge Terminal Rail-

way in the northern part of the city of St. Louis to a contion with the Wabash Railroad. Main track, 7.26 miles; second, 3.01; side, 6.73; total, 19.00 miles.

The St. Louis Terminal Railway Company was organized in the interest of the St. Louis Merchants Bridge Terminal Railway Company, and filed articles of association in the office of the secretary of state of Missouri November 9, 1892, to construct a railroad beginning at or near the intersection of McKissock and Grand avenues, St. Louis; thence in a westerly and northwesterly direction into the county of St. Louis; thence southwardly and southwestwardly to a point near Ivory Station on the St. Louis, Iron Mountain and Southern Railway. Also beginning at the intersection of Grand and McKissock avenues; thence in a northeasterly direction to a point on the northern boundary line of the city near the Chain of Rocks; thence through the county of St. Louis to a point on the north bank of the Missouri river in St. Charles county, between the city of St. Charles and the mouth of the Missouri river, passing through St. Louis county, through the city of St. Louis and into the county of St. Charles, a total distance of about thirty-five miles.

The first election for directors was held November 11, 1892, and the organization was perfected the same day.

An ordinance passed April 1, 1893, amended April 10, 1895, and April 3, 1899, granted right of way from a connection with the St. Louis Merchants Bridge Terminal Railway near Bulwer and Carrie avenues northwardly to the city limits; also from a point in city block 4228 in a northern and eastern direction to some point on the Mississippi river south of the Chain of Rocks; and also from a point near the intersection of Bulwer and Bircher avenues westwardly to the western city limits.

While the road was being constructed, the Terminal Railroad Association in 1893 purchased the entire capital stock and bonds of the company and completed the road and opened it for operation May 1, 1904. As constructed it extends from the intersection of Carrie and McKissock avenues westwardly to the Wabash Railroad (5.01 miles) and from the intersection of the same streets northwardly to the St. Louis Car Company's tracks (2.25 miles).

Capital Stock.

The capital stock authorized in the articles of association is $1,500,000, in shares of $100 each, of which $34,900 has been issued. It is all owned by the Terminal Railroad Association of St. Louis, and is pledged as collateral security under the first consolidated and the general mortgages of that company.

Mortgages and Bonds.

First mortgage, dated January 2, 1893, to the St. Louis Trust Company, trustee, securing $1,500,000 bonds of $1000 each, dated January 2, 1893, payable January 2, 1943, bearing 6 per cent interest, subject to redemption January 1, 1923. All of these bonds were issued, and they are owned by the Terminal Railroad Association of St. Louis. They are pledged as collateral security under the first consolidated and general mortgages of that company.

Granite City and Madison Belt Line Railroad Company.

Line partially encircles Granite City, Illinois, connecting industries there with the Madison, Illinois and St. Louis Railway. Main track, 0.70 miles; sidings, 2.00 miles; total tracks, 2.70 miles.

The Granite City and Madison Belt Line Railroad Company filed articles of association in the office of the secretary of state of Illinois December 27, 1892, to construct a railroad in Madison county, Illinois, from the Chicago, Peoria and St. Louis Railroad and the Toledo, St. Louis and Kansas City Railroad, in or near the northeast quarter of section 30, in township 3 north, range 9 west, of the third principal meridian, to a point in or near the southwest quarter of section 18, in township 3 north, range 9, at or near the Wabash, the Indianapolis and St. Louis, and the Chicago and Alton Railroads, and from the last-named point to a point at or near the northeast half of section 24, in township 3 north, range 10, and from that point to a point at or near the point of first beginning.

The first election for directors was held November 15, 1893, and the organization perfected the same day.

On June 18, 1900, the Terminal Railroad Association of St. Louis acquired the entire capital stock of the company.

Capital Stock.

The capital stock authorized in the articles of incorporation is $100,000, in shares of $100 each, all of which has been issued. It is all owned by the Terminal Railroad Association of St. Louis and is pledged as collateral security under its general mortgage.

Mortgages and Bonds.

The company has created no mortgage debt.

East St. Louis Belt Railroad Company.

The East St. Louis Belt Railroad forms a connection between the Terminal Railroad of East St. Louis and the Madison, Illinois and St. Louis Railway. Main track, 3.51 miles; side tracks, 1.65 miles; total tracks, 5.16 miles.

The East St. Louis Belt Railroad Company was organized in the interest of the Terminal Railroad Association of St. Louis, and filed articles of incorporation in the office of the secretary of state of Illinois June 15, 1898, to construct a railroad from a point in Madison county on the Mississippi river, to a point on the Mississippi river in St. Clair county opposite the city of St. Louis.

The first election for directors was held July 7, 1898, and the organization perfected the same day.

Capital Stock.

The capital stock authorized in the articles of incorporation was $500,000, in shares of $100 each, all of which was issued. It is all owned by the Terminal Railroad Association of St. Louis, and is pledged as collateral security under its first consolidated and general mortgages.

Mortgages and Bonds.

The company has created no mortgage debts.

St. Louis Belt and Terminal Railway Company.

Commonly called "Outer Belt." Extends from a connection with C., B. & Q. Ry. on the north to a connection with St. L. & S. F. R. R. on the south.

Length of line when completed 16.4 miles. Main track now built 9.00 miles.

The St. Louis Belt and Terminal Railway Company was organized in the interest of the Interstate Car Transfer Company, Missouri Pacific Railway Company and St. Louis and San Francisco Railroad Company, and filed articles of association in the office of the secretary of state of Missouri March 14, 1902, to construct a railroad twenty-one miles in length from a point at or near the west bank of the Mississippi river in Carondelet township, St. Louis county, and running thence to a point on the right of way of the St. Louis and San Francisco Railroad Company, at or near the line dividing the city of St. Louis from the county of St. Louis, and thence to a point in Central township, west to Clayton Court House, thence to a point at or near the west bank of the Mississippi river between the Chain of Rocks and the Eads bridge in the city of St. Louis; also to construct sidings, etc., to manufacturing establishments, and make connections with railroads, for the purpose of providing complete and convenient terminal facilities for railroads entering the city and county of St. Louis.

The first election for directors was held March 18, 1902, and the organization perfected the same day.

The road, extending from the Chain of Rocks to a connection with the St. Louis Terminal Railway Company near Page avenue in St. Louis county (16.4 miles), is now under construction, except about eight miles, which is in operation.

The Terminal Railroad Association of St. Louis purchased the entire capital stock of this company October 1, 1902.

Capital Stock.

The capital stock authorized in the articles of association is $3,000,000, in shares of $100 each, of which $800,000 is preferred and $2,200,000 common stock. There has been $21,000 issued, all of which is owned by the Terminal Railroad Asociation of St. Louis, and is pledged as collateral security under its general mortgage.

Mortgages and Bonds.

The company has created no mortgage debt.

Illinois Transfer Railroad Company.

Belt line connecting the East St. Louis Belt Railroad with the Illinois Central Railroad. Also connects with railroads entering East St. Louis from the east. Main track 5.96 miles. Second 5.96. Side 1.54. Total tracks 13.46 miles.

The Illinois Transfer Railroad Company was organized in the interest of the Terminal Railroad Association of St. Louis, and filed articles of association in the office of the secretary of state of Illinois October 27, 1899, to construct a railroad from a point on the Mississippi river, in Madison county opposite the town of Venice, thence through Madison and St. Clair counties, to a point on the Mississippi river in St. Clair county, south of Missouri avenue in the city of East St. Louis.

The first election for directors was held October 31, 1899, and the organization perfected the same day.

Ordinances of the city of East St. Louis passed April 9, 1900, May 12, 1902, and September 8, 1902, granted right of way over certain streets.

The road was opened for operation in 1904. As constructed it extends from the East St. Louis Belt Railroad, north of the stockyards, to a connection with the Illinois Central Railroad, 5.96 miles.

Capital Stock.

The capital stock authorized in the articles of association was $500,000, in shares of $100 each, all of which has been issued. It is all owned by the Terminal Railroad Association of St. Louis, and is pledged as collateral security under its general mortgage.

Mortgages and Bonds.

The company has created no mortgage debt.

East St. Louis and Carondelet Railway.

Belt line extending from the stockyards in East St. Louis to a ferry transfer on the Mississippi river opposite Carondelet (South St. Louis). Main track 9.12. Side 8.75. Total track 17.87 miles.

The East St. Louis and Carondelet Railway was the successor by change of name of the American Bottom Line, Marble and Coal Company, April 19, 1873.

AMERICAN BOTTOM LINE, MARBLE AND COAL COMPANY.

The American Bottom Line, Marble and Coal Company was incorporated by special act of the Illinois legislature, approved February 18, 1857, with authority to purchase lands in St. Clair county for the purpose of making lime and bricks, quarrying marble, mining coal, iron and other minerals, and of manufacturing every material permitted by the laws of the state.

It was also authorized to construct a railroad over any part of its land on the bluffs at or near Falling Spring, and up and down the foot of the bluffs two miles each way, and to the Mississippi river opposite St. Louis.

An act reviving this charter was approved March 18, 1867.

The first election for directors was held July 20, 1867, and the organization was perfected the same date. The by-laws of the company adopted at this meeting stated that the object of the company, until otherwise determined by a vote of the stockholders, was to prosecute its business as a railroad corporation, and not to engage in mining, quarying, etc.

Construction work was delayed pending the determination of the validity of a subscription to the capital stock by the city of East St. Louis, which was finaly decided to be invalid by the Supreme Court of the state of Illinois June 24, 1872.

A contract was entered into June 13, 1872, with J. W. Conologue for the construction of the road from East St. Louis southwardly to and through the village of Cahokia, with branches from Cahokia to Falling Spring and to a point opposite Carondelet, for which he was to receive $150,000 in bonds of the company and $250,000 in cash or stock at the option of the company. Upon completion of the road, however, he was allowed $200,000 bonds and $300,000 stock.

By this agreement Conologue transfered to the American Bottom Line, Marble and Coal Company, a contract which

he had made December 30, 1871, with the American Bottom Board of Improvement to construct on right-of-way furnished by them an embankment along the Mississippi river from East St. Louis to Cahokia, on which he was to build a railroad.

The road was opened for operation from East St. Louis to Falling Spring September 26, 1872, and to East Carondelet July 1, 1873. A part of the track was laid on right-of-way leased from the St. Louis, Alton and Terre Haute Railroad Company October 9, 1872, which lease was modified November 15, 1887.

Capital Stock.

The capital stock authorized by the act of February 18, 1857, was $100,000, with authority to increase it to $300,000. On May 16, 1870, the stockholders authorized its increase to $300,000, all of which was afterwards issued to J. W. Conologue for building the road. The Pennsylvania Company, through advances made towards constructing the road, acquired the majority of this capital stock.

Mortgages and Bonds.

Mortgage, dated June 15, 1872, to William R. McKeen and William H. Maurice, trustees, securing $200,000 bonds of $1,000 each, dated June 15, 1872, payable October 1, 1897, bearing 7 per cent interest, all of which were issued. These bonds were all paid and cancelled and the mortgage cancelled of record.

East St. Louis and Carondelet Railway.

The East St. Louis and Carondelet Railway is the successor by change of name of the American Bottom Line, Marble and Coal Company, by resolution of its stockholders of April 19, 1873, a copy of which was recorded in St. Clair county, Illinois, April 21, 1873, and filed in the office of the secretary of state April 23, 1873.

The company completed a branch from East St. Louis to the St. Louis national stock yards April 3, 1875.

An arrangement went into effect March 1, 1894, under which the Terre Haute and Indianapolis Railroad Company were to operate the road at cost, paying the net earnings

to the East St. Louis and Carondelet Railway and make good any deficit.

An agreement was made February 13, 1902, between the Pennsylvania Company and the Terminal Railroad Association of St. Louis whereby the latter on March 1, 1902, commenced to operate the East St. Louis and Carondelet Railway and on February 15, 1903, purchased its entire capital stock.

Capital Stock.

The capital stock authorized by the American Bottom Line, Marble and Coal Company was $300,000.

Under the general laws of the state the stockholders on May 25, 1880, authorized the increase to $500,000, and a certificate of this increase was filed in the recorder's office of St. Clair county and in the office of the secretary of state of Illinois May 29, 1880.

There has been issued to January 1, 1905, $420,000, which is all owned by the Terminal Railroad Association and is pledged as collateral security under its general mortgage.

Mortgages and Bonds.

The company has created no mortgage debt.

American Bottom Board of Improvement.

The American Botom Board of Improvement above refered to was organized for the purpose of embanking the Mississippi river and draining the lands contiguous thereto in the American Bottom, a tract extending from Alton to Kaskaskia, Illinois, ninety miles long and about five miles wide, with the object of reclaiming them for farming and other purposes.

Its capital stock was purchased by the East St. Louis and Carondelet Railway in 1870.

The company, among other obligations, amounting to about $25,000, executed a bond, May 1, 1875, for $4,602, payable May 1, 1877, to J. W. Conologue, to pay for the right-of-way on which to construct the levee from East St. Louis to Cahokia in which the East St. Louis and

Carondelet Railway was built. This bond is held by the East St. Louis and Carondelet Railway.

The American Bottom Board of Improvement suspended operations, owing to a decision by the Supreme Court of Illinois by which they were denied the right to levy assessments against owners of property benefited by their works, that being the only means by which they defrayed their expenses.

Subsequently the work contemplated by the American Bottom Board of Improvement and like corporations was under the laws of the state turned over to county drainage boards, these public authorities being authorized to acquire the works of the old private boards by payments of their debts.

Terminal Realty Company.

The Terminal Realty Company filed articles of association in the office of the secretary of state of Missouri November 13, 1902.

The purpose of organization, as stated therein, was the "buying, selling, owning, holding, leasing, renting and improving real estate in the city of St. Louis, Missouri, and elsewhere."

The organization of the company was perfected December 12, 1902.

This company was organized in the interest of the Terminal Railroad Association of St. Louis, for the purpose of acquiring rights-of-way for the association. The property of this company consists of land acquired for the purpose of constructing an elevated line connecting the Eads bridge with the elevated structure of the St. Louis Merchants Bridge Terminal Railway.

Capital Stock.

The capital stock authorized in the articles of association is $100,000, in shares of $100 each. It is all owned by the Terminal Railroad Association of St. Louis, and is pledged as collateral security under the general mortgage of that company.

Mortgages and Bonds.

The company has executed no mortgage securing an issue of bonds.

East St. Louis Electric Street Railway Company.

The Terminal Railroad Association purchased the capital stock of the East St. Louis Electric Street Railway Company and commenced to operate it March 1, 1897, but disposed of its interest in that company on April 30, 1902, and did not operate it thereafter.

St. Louis Bridge Company.

The St. Louis Bridge, commonly known as the "Eads" bridge, spans the Mississippi river between St. Louis, Missouri, and East St. Louis, Illinois. Main track 1.22. Second 1.22. Side 0.18. Total tracks 2.62 miles.

The St. Louis Bridge Company was formed December 18, 1878, by the reorganization of the Illinois and St. Louis Bridge Company (No. 2), which was formed by the consolidation July 9, 1868, of the Illinois and St. Louis Bridge Company (No. 1), chartered February 21, 1867, and the St. Louis and Illinois Bridge Company, chartered February 5, 1864.

St. Louis and Illinois Bridge Company.

The St. Louis and Illinois Bridge Company was incorporated by special act of the Missouri legislature, approved February 5, 1864 (amended February 20, 1865), to construct a bridge over the Mississippi river at St. Louis.

By special act of the Illinois legislature, approved February 16, 1865, authority was granted for the construction of the bridge over the portion of the river in Illinois, provided it should be located not more than one hundred feet from what is known as Dyke avenue, East St. Louis.

The act of congress of July 25, 1866, also authorized the construction of the bridge, provided for its length, height of spans, etc., and made it a post road.

The first election for directors was held in St. Louis May 1, 1867, and the organization perfected the same date. A similar organization was also perfected in East St. Louis February 22, 1869.

An ordinance of the city of St. Louis, passed March 14,

1868, authorized the construction of the bridge over streets and alleys.

Only a small amount of construction work was done by this company.

Although the Illinois legislature had by the act of February 16, 1865, authorized the construction of the bridge in Illinois, yet it nevertheless on February 21, 1867, incorporated the Illinois and St. Louis Bridge Company, with the right to construct a bridge over the Mississippi river at any point opposite the city of St.Louis. The reason assigned for the granting of this new charter was that a general impression prevailed that the promoters of the two enterprises were substantially the same, which, however, was not the fact. In order to avoid impending litigation as to the rights of the companies under the two charters, and the consequent delay in building the bridge, the St. Louis and Illinois Bridge Company and the Illinois and St. Louis Bridge Company (No. 1) were consolidated July 9, 1868 under the name of the Illinois and St. Louis Bridge Company.

Capital Stock.

The capital stock authorized in the act of incorporation was $4,000,000, in shares of $100 each, none of which was issued.

Mortgages and Bonds.

The company created no mortgage debt.

Illinois and St. Louis Bridge Company (No. 1).

The Illinois and St. Louis Bridge Company (No. 1) was incorporated by special act of the Illinois legislature February 21, 1867, to construct a bridge over the Mississippi river at any point opposite the city of St. Louis.

The first election for directors was held March 1, 1867, and the organization perfected the same date.

Only a small amount of construction work was done by this company.

The company was consolidated with the St. Louis and Illinois Bridge Company July 9, 1868, under the name of the Illinois and St. Louis Bridge Company.

A similar company had been organized under the laws of Missouri February 19, 1867, but on account of this consolidation its charter was not used.

Capital Stock.

The capital stock authorized by the act of February 21, 1867, was $1,000,000, in shares of $100 each. The exact amount issued cannot now be ascertained, but it is believed to have been small.

Mortgages and Bonds.

The company created no mortgage debt.

Illinois and St. Louis Bridge Company (No. 2).

The Illinois and St. Louis Bridge Company (No. 2) was formed by consolidation of the Illinois and St. Louis Bridge Company (No. 1) and the St. Louis and Illinois Bridge Company July 9, 1868, under authority of the act of the Illinois legislature of February 21, 1867, and of the Missouri legislature of March 19, 1868, and act of congress of July 20, 1868.

Articles of consolidation were entered into April 4, 1868, and a certificate of consolidation was filed in the office of the recorder of St. Louis county, Missouri, March 11, 1869.

The first election for directors was held July 9, 1868, and the organization of the company perfected the same date.

By act of congress, approved July 20, 1868, the company was recognized and declared to be a corporation, with full power to construct a bridge across the Mississippi river at St. Louis.

An ordinance of the city of St. Louis, approved July 15, 1874, granted the company the right to construct a track at the west end of the bridge, and ordinances of the city of St. Louis, approved February 26, 1873, and July 30, 1874, gave the company certain rights in that city.

The bridge (generally known as the Eads bridge) was opened for operation July 4, 1874.

The company having defaulted in the payment of the interest on its bonds, J. Pierpont Morgan and Solon Hum-

phreys were appointed receivers May 31, 1875, by the United States Circuit Court for the Eastern District of Missouri.

An agreement for the reorganization of the company was entered into August 28, 1878, by the first, second and third mortgage bondholders, providing for the sale of the bridge and the organization of a new company called the St. Louis Bridge Company.

A decree of sale was entered in the United States Circuit Court for the Eastern District of Missouri October 17, 1878, under which all the property of the bridge company was sold December 20, 1878, to Anthony J. Thomas, representing the bondholders, for $2,000,000, and the sale was confirmed February 17, 1879.

A decree was entered March 29, 1879, ordering a conveyance to be made to the purchaser, which was acordingly done by deed dated December 20, 1878 (executed on March 29, 1879), of E. W. Woodward, comissioner, and the Illinois and St. Louis Bridge Company, the company being required to join in its execution by order of the Circuit Court of the United States for the Southern District of Illinois.

By deed of March 29, 1879, supplemented by deed of October 14, 1879, the property was conveyed to the St. Louis Bridge Company.

Capital Stock.

The capital stock authorized in the articles of consolidation was $4,000,000, in shares of $100 each, of which $3,774,345 was issued. The capital stock was extinguished by foreclosure proceedings.

Mortgages and Bonds.

First mortgage, dated March 15, 1870, to J. A. Stewart, Solon Humphreys, and W. M. McPherson, trustees, supplemented by mortgage of February 2, 1874, securing $4,000,000 bonds of $1,000 each, dated March 15, 1870, payable April 1, 1900, bearing 7 per cent interest, of which $3,935,000 were issued. This mortgage was foreclosed, and in accordance with the agreement of reorganization entered into by the bondholders August 28, 1878, holders

were entitled to receive for each of their bonds and coupons a first mortgage bond of the St. Louis Bridge Company. The decree of March 29, 1879, provided that the holders of the $124,000 bonds who had not at that time subscribed to the agreement, and should not do so within three months of the date of the decree, should be entitled to a payment of $494.91 on each bond out of the proceeds of sale. There is now only one of these bonds outstanding.

Second mortgage, dated May 15, 1871, to Solon Humphreys and J. A. Stewart, trustees, securing $2,000,000 bonds of $1,000 each, dated May 15, 1871, payable July 1, 1901, bearing 7 per cent interest, all of which were issued. This mortgage was foreclosed by decree of October 17, 1878. Holders of the bonds, who became parties to the reorganization agreement of August 28, 1878, within the proper time, were entitled to receive for each bond and its coupons $1,245 first preferred capital stock of the St. Louis Bridge Company. There are $24,000 of these bonds still outstanding, and the Terminal Association pays annual dividends on 24 shares of first preferred stock of the St. Louis Bridge Company held in trust by the Mercantile Trust Company of New York for their exchange.

Third mortgage, dated March 2, 1874, to Solon Humphreys, William Taussig and H. F. Vail, trustees, securing $3,000,000 bonds of $1,000 each, dated March 2, 1874, payable March 1, 1886, bearing 7 per cent interest. Holders of these bonds, who became parties to the plan of reorganization of August 28, 1878, within the time limited, were entitled to receive for each bond and its coupons $1,000 second preferred stock of the St. Louis Bridge Company.

Fourth mortgage, dated January 1, 1875, to Solon Humphreys and J. P. Morgan, trustees, securing the payment of one bond of $2,000,000, dated January 1, 1875, delivered to J. S. Morgan and Company as security for the payment of moneys advanced by them, and also securing the payment of $1,000,000 income bonds to be substituted for the one bond of $2,000,000. These income bonds were never issued.

St. Louis Bridge Company.

The St. Louis Bridge Company was formed by the re-

organization of the Illinois and St. Louis Bridge Company (No. 2), and filed articles of association in the office of the secretary of state of Missouri December 18, 1878.

The first election for directors was held December 20, 1878, and the organization perfected the same day.

The Illinois and St. Louis Bridge was conveyed to the St. Louis Bridge Company by deed and agreement between Anthony B. Thomas and wife, St. Louis Bridge Company and J. S. Morgan et al., dated March 29, 1879, supplemented by deed and agreement between the same parties dated October 14, 1879.

Under date of January 1, 1879, the St. Louis Bridge Company and the Tunnel Railroad of St. Louis jointly leased the properties of the Union Railway and Transit Company of St. Louis and the Union Railway and Transit Company (of Illinois), and on March 3, 1880, (supplemented June 29, 1882, and March 4, 1885), they jointly leased the properties of the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis.

On July 1, 1881, the St.Louis Bridge Company and the Tunnel Railroad of St. Louis leased their properties to the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company, and assigned to them the leases of the Union Railway and Transit Companies of St. Louis and Illinois, and the Terminal Railroads of St. Louis and East St. Louis above mentioned. The lease was for the term of the existence of the lessor companies. The lessees were to pay the principal and interest when due of the $5,000,000 bonds of the St. Louis Bridge Company, a dividend of 6 per cent on $2,490,000 first preferred, and 3 per cent on $3,000,000 second preferred capital stock of the St. Louis Bridge Company, and a dividend of 6 per cent on $1,250,000 capital stock of the Tunnel Railroad of St. Louis, as rental for the use of the properties. The St. Louis Bridge Company agreed to transfer all its $2,500,000 common stock to the Mercantile Trust Company of New York in trust, to be voted at the direction of the lessors at any meeting of the stockholders.

By an agreement of March 1, 1882, between the lessor company, each acquired the right to succeed to the interest of the one making default in its obligations under the

lease. Under this agreement the Missouri Pacific Railway Company became practically the sole lessee.

The lease of the St. Louis Bridge Company and the Tunnel Railroad of St. Louis was assigned to the Terminal Railroad Association of St. Louis October 3, 1889, and the leases of the Union Railway and Transit Companies of St. Louis and Illinois and of the Terminal Railroads of St. Louis and East St. Louis were canceled in accordance with agreement of October 1, 1889, for the re-organization of the St. Louis terminals.

Capital Stock.

The capital ctock authorized in the articles of assocition was $7,990,000, in shares of $100 each, of which, in accordance with the agreement of re-organization of August 28, 1878, above mentioned, $2,490,000 was preferred stock, $3,000,000 second preferred and $2,500,000 common stock all of which was issued. As above indicated, the Terminal Railroad Association under the lease guarantees the payment of a dividend of 6 per cent on the first preferred and 3 per cent on the second preferred stock. The $2,500,000 common stock is held in trust for the Terminal Railroad Association by the Mercantile Trust Company of New York, for the purpose of voting it at any meeting of the stockholders.

Mortgages and Bonds.

Mortgage, dated April 1, 1879, to J. C. Rogers and C. E. Tracy, trustees, securing $5,000,000 bonds of $1,000 each, dated April 1, 1879, payable April 1, 1929, bearing 3½ per cent interest until April 1, 1881, and 7 per cent thereafter, all of which were issued and are now outstanding except one bond. The payment of the principal and interest of these bonds is guaranteed by the Terminal Railroad Association of St. Louis, in accordance with the lease above referred to .

Tunnel Railroad of St. Louis.

Connects the union depot tracks with the St. Louis bridge tracks. Main track 0.93. Second 0.93 Total track 1.86.

The Tunnel Railroad of St. Louis was formed December 18, 1878, by the reorganization of the St. Louis Tunnel Railroad Company, which was incorporated November 8, 1872.

St. Louis Tunnel Railroad Company.

The St. Louis Tunnel Railroad Company was organized in the interest of the Illinois and St. Louis Bridge Company. The act of the Illinois legislature of February 16, 1865, requiring the St. Louis and Illinois bridge to be built within 100 feet of Dyke avenue in East St. Louis, made it expedient to construct a tunnel in order to reach terminal facilities in St. Louis.

The St. Louis Tunnel Railroad Company filed articles of association in the office of the secretary of state of Missouri November 8, 1872, to construct a railroad about two miles in length in St. Louis, from the terminus of the bridge of the Illinois and St. Louis Bridge Company at or near Third street, to a place between Poplar and Cerre streets, and between Eighth street and Tayon avenue, so as to make suitable connection with the Missouri Pacific Railroad and any other railroad.

By ordinance of the city of St. Louis, approved March 14, 1868, and July 11, 1872, the Illinois and St. Louis Bridge Company had been granted the right to construct a tunnel under the streets and alleys, from a point between Second and Third streets to any point south of Clark avenue between the east line of Eighth and the west line of Twelfth streets. By ordinance, approved November 29, 1872, these rights were transferred to the St. Louis Tunnel Railroad Company, and the further right was granted it to construct an open cut from the mouth of the tunnel at Clark avenue to the middle of block 424.

An ordinance, approved June 23, 1874, authorized the paving of Third street.

The tunnel, about 4,800 feet in length, was opened for operation July 4, 1874.

The company having defaulted in the payment of interest on its bonds, J. Pierpont Morgan and Solon Humphreys were appointed receivers by the United States Circuit Court for the Eastern District of Missouri, May 31, 1875.

A decree of sale was entered by that court April 24, 1878, under which the entire property of the company was sold July 1, 1878, to Charles E. Tracy, trustee, for $450,000, and conveyed to him by deed of Ezekiel W. Woodward, commissioner, dated July 1, 1878.

The sale was confirmed December 7, 1878. In accordance with a decree of December 19, 1878, Charles E. Tracy, trustee, by deed of December 19, 1878, conveyed the property to the Tunnel Railroad of St. Louis, which had been organized by the bondholders, in consideration of $62,500 cash and $1,250,000 capital stock of that company.

Capital Stock.

The capital stock authorized in the articles of association was $100,000, in shares of $100 each, all of which was issued.

This stock appears to have been extinguished by foreclosure proceedings.

Mortgages and Bonds.

Mortgage, dated January 1, 1873 (supplemented August 1, 1873) to Barton Bates and Charles Edward Tracy, trustees, securing $250,000 bonds of $200 each, dated January 1, 1873, payable January 1, 1888, bearing 9 per cent interest, all of which were issued.

This mortgage was foreclosed and the road sold July 1, 1878. The decree of court of December 19, 1878, ordering conveyance, and the deed of conveyance, dated December 19, 1878, to the Tunnel Railroad of St. Louis provided that bondholders might, at any time within sixty days of the date of the deed, exchange their bonds for an equal amount of the capital stock of the Tunnel Railroad of St. Louis, and those not making the exchange within that time would be entitled to their pro rata of the proceeds of sale.

Tunnel Railroad of St. Louis.

The Tunnel Railroad of St. Louis was formed by the reorganization of the St. Louis Tunnel Railroad Company. Articles of association were filed in the office of the secretary of state of Missouri December 18, 1878. In these

articles, the line of the company's railroad was stated to be "from a place on the eastern boundary line of the state of Missouri opposite to the city of East St. Louis, where the present bridge over the Mississippi river, called the Illinois and St. Louis bridge, crosses said line, thence to a place near Poplar street in said city, and to the western limit of said city, so as to make suitable connection with the tracks of the Union Depot Company of St. Louis, the Missouri Pacific, the St. Louis, Iron Mountain and Southern and other railroads having termini in the said city, together with the necessary side-tracks in the said city. The length of said road as near as may be is six miles."

The first election for directors was held December 19, 1878, and the organization was perfected the same day.

As above stated, the property of the St. Louis Tunnel Railroad Company was conveyed to the company by deed of Charles E. Tracy, trustee, dated December 19, 1878.

Under date of January 1, 1879, the Tunnel Railroad of St. Louis and the St. Louis Bridge Company jointly leased the properties of the Union Railway and Transit Company of St. Louis, and the Union Railway and Transit Company (of Illinois), and on March 3, 1880, they leased the properties of the Terminal Railroad of St. Louis, and the Terminal Railroad of East St. Louis. On July 1, 1881, they assigned these leases, and also leased their own properties for the term of their corporate existence, to the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company, the lessees agreeing to pay as rental a dividend of 6 per cent upon the $1,250,000 capital stock of the Tunnnel Railroad of St. Louis, and interest and dividends on the bonds and stocks of the St. Louis Bridge Company.

The lease was assigned to the Terminal Railroad Association of St. Louis October 3, 1889, in accordance with an agreement of October 1, 1889, for the formation of the association. The leases of the Union Railway and Transit Companies of St. Louis and Illinois, and of the Terminal Railroads of St. Louis and East St. Louis were cancelled.

Capital Stock.

The capital stock authorized in the articles of association

is $1,250,000, in shares of $100 each, all of which was issued.

The Terminal Railroad Association of St. Louis, as lessee, guarantees the payment of an annual dividend of 6 per cent upon this stock, in accordance with the lease above mentioned.

Mortgages and Bonds.

The company has created no mortgage debt.

St. Louis Merchants Bridge Terminal Railway Company.

Line extending from a point near Seventh and Gratiot streets, southeast of the union station, to the approach of the Merchants bridge at Ferry street, and northwardly from that point to a connection with the St. Louis Terminal Railway. Main track 3.94. Second 3.94. Sidings 17.80. Total track 25.68 miles.

The St. Louis Merchants Bridge Terminal Railway Company was organized in the interest of the Merchants Exchange of St. Louis, for the purpose of providing terminal facilities in St. Louis in connection with the St. Louis Merchants Bridge Company.

Articles of association were filed in the office of the secretary of state of Missouri August 18, 1887, to construct a railroad fourteen miles in length in the city of St. Louis. A certificate was filed September 29, 1887, of an increase in the number of directors from seven to eleven.

The first election for directors was held August 27, 1887, and the organization perfected the same day.

Ordinances of the city of St. Louis, approved July 9, 1887, and December 24, 1889, granted the company the right-of-way over the following generally described route: Beginning near Twelfth street in city block 439; thence across city blocks 432, 429, 422, 419, 148, 161, 160, 77, 52 and 41, and across intervening streets and alleys to the levee; thence along the levee to near the foot of Wash street; thence through city blocks and across intervening alleys and Carr street to Main (First) street; along Main and across Exchange square to Hall street; along Hall street to Ferry street, opposite the location of the St. Louis Mer-

chants bridge; thence north through the grounds of the St. Louis water works; thence through city blocks and across intervening streets to McKissock avenue; thence along McKissock avenue to Adelaide avenue; thence through city block to Bulwer avenue; along Bulwer avenue to Bircher street; thence in a northerly and easterly direction to any point on the Mississippi river south of the Chain of Rocks. Also a branch line beginning at or near the intersection of Pope and Bulwer streets; thence across city blocks and intervening streets to Bircher street; thence along Bircher street, through city blocks and across intervening streets to the intersection of the Natural Bridge with the old city limits.

An ordinance, approved February 14, 1889, granted right-of-way from the intersection of Hall and Bremen avenues, and from the intersection of McKissock and Bryan avenues, to a connection with the St. Louis Merchants bridge.

An ordinance, approved July 14, 1890 (No. 15,695), granted right-of-way for a line along Second and Collins streets, and across intervening streets and through certain city blocks, between North Market and Biddle streets, to enable the company to reach the wholesale business center of the city.

An ordinance, approved April 6, 1891 (No. 16,135), authorized the use of certain streets for the purpose of constructing a passenger station between Carr, Collins, Broadway and Biddle streets.

The road as described in these ordinances was constructed by the company and opened for operation April 10, 1890, except the branches to the point south of the Chain of Rocks, and to the western city limits, which were afterwards built by the St. Louis Terminal Railway Company, under its own ordinances.

Sixteen other ordinances, passed in 1890, and fourteen passed since that time, granted authority to construct sidings and conferred other minor rights.

On February 1, 1889, the company leased the St. Louis Merchants Bridge for a period of forty years, agreeing to pay as rental the interest on the $2,000,000 of 6 per cent bonds of that company and three-fourths of the net income, but this lease was cancelled August 1, 1893, when a new

lease was made by the bridge company to the Madison, Illinois, and St. Louis Railway Company.

On September 1, 1890, for the purpose of making connection with the St. Louis bridge, the company leased the Venice and Carondelet Belt Railroad for a period of five years, at a rental of $800 per month.

An agreement was made March 26, 1891, with the St. Louis, Vandalia and Terre Haute Railroad Company, for the use by that company of the facilities of the company.

An agreement was made December 26, 1894, with the Missouri, Kansas and Texas Railway Company for the use by it of the elevated portion of the line between Wright street and the union station. This portion of the road is still used by the Missouri, Kansas and Texas Railway Company and also by the Chicago, Burlington and Quincy Railway Company, on the basis of this agreement.

On August 17, 1893, an agreement was made by the company granting the pereptual use of its railroad, and assigning $438,400 of its capital stock to the Terminal Railroad Association of St. Louis, in consideration of that company paying all the liabilities and guaranteeing by endorsement the principal and interest of the $3,500,000 bonds of the St. Louis Merchants Bridge Terminal Railway Company. The Terminal Railroad Association, through this agreement and the stock which it already owned, became the holder of a majority of the capital stock of the company.

The St. Louis Merchants Bridge Terminal Railway Company owns all of the capital stock of the St. Louis Merchants Bridge Company and the Madison, Illinois, and St. Louis Railway Company.

Capital Stock.

The capital stock authorized in the articles of association was $1,000,000, in shares of $100 each. A certificate was filed in the office of the secretary of state of Missouri November 28, 1889, of its authorized increase to $2,000,000, and another certificate was filed November 17, 1890, of its increase to $3,500,000. There was $2,939,500 issued, of which $1,810,300 is owned by the Terminal Railroad Association of St. Louis, $1,780,000 of which is pledged as

collateral security under its first consolidated and general mortgages.

MORTGAGES AND BONDS.

Mortgage, dated October 1, 1890, to the St. Louis Trust Company, trustee, securing $3,000,000 bonds of $1,000 each, and $500,000 bonds of $500 each, dated October 1, 1890, payable October 1, 1930, bearing 5 per cent interest, all of which were issued. In accordance with the agreement of August 17, 1893, above mentioned, the Terminal Railroad Association of St. Louis guarantees the payment of the principal and interest by endorsement on each bond.

ST. LOUIS MERCHANTS BRIDGE COMPANY.

The St. Louis Merchants Bridge spans the Mississippi river at a point about 3 miles north of the Eads Bridge. Main track, 2.37 miles; second track, 2.36; side track, 0.45; total, 5.18 miles.

The St. Louis Merchants Bridge Company was organized in the interest of the Merchants Exchange of St. Louis for the purpose of constructing a bridge over the Mississippi river to the city of St. Louis from some suitable point between the north line of St. Clair county, Illinois, and the mouth of the Missouri river. A certificate of incorporation was issued by the secretary of state of Missouri May 11, 1886.

The act of Congress, approved February 3, 1887, amended by act approved September 10, 1888, authorized the construction of the bridge, and on November 15, 1888, the secretary of war approved of the plans of the bridge.

The first election for directors was held May 10, 1886, and the organization perfected the same day.

The bridge was completed March 18, 1890, and opened for operation in May, 1890.

On February 1, 1889, the company leased its property to the St. Louis Merchants Bridge Terminal Railway Company for forty years, the lessee agreeing to pay as rental the interest on the $2,000,000 of 6 per cent bonds of the company, and three-fourths of the net income. This lease was cancelled, and a new lease for the same term and at the same rental was made to the Madison, Illinois and St. Louis Railway Company August 1, 1893.

An agreement was made by that company August 17, 1893, with the Terminal Railroad Association of St. Louis for the use by the latter company of the Madison, Illinois and St. Louis Railway and the St. Louis Merchants Bridge, in consideration of the Terminal Association guaranteeing by endorsement the payment of the interest on the $2,000,000 bonds of the bridge company.

Capital Stock.

The capital stock authorized in the articles of incorporation was $500,000, in shares of $100 each. On January 21, 1889, the stockholders authorized its increase to $2,000,000, a certificate of which increase was filed in the office of the secretary of state of Missouri February 23, 1889. There was $1,500,000 issued, all of which is owned by the St. Louis Merchants Bridge Terminal Railway Company.

Mortgages and Bonds.

Mortgage, dated February 1, 1889, to the Farmers Loan and Trust Company of New York, trustee, securing $2,000,000 bonds of $1000 each, dated February 1, 1889, payable February 1, 1929, bearing 6 per cent interest, all of which were issued. The payment of the interest is guaranteed by the Terminal Railroad Association of St. Louis by endorsement on each bond, in accordance with the agreement of August 17, 1893, above mentioned.

Madison, Illinois and St. Louis Railway Company.

Connects the east approach of the Merchants Bridge with the East St. Louis Belt Railroad, and roads entering East St. Louis from the north. Main track. 1,88; second, 1.87; side, 14.75; total tracks, 18.50 miles.

The Madison, Illinois and St. Louis Railway Company was the successor by change of name September 29, 1891, of the Electric City and Illinois Railway Company, which was incorporated March 4, 1889.

Electric City and Illinois Railway Company.

The Electric City and Illinois Railway Company was organized in the interest of the St. Louis Merchants Bridge Terminal Railway Company, and filed articles of associa-

tion in the office of the secretary of state of Illinois March 4, 1889, to construct a railroad from the eastern approach of the St. Louis Merchants Bridge through Madison county to the city of East St. Louis.

The first election for directors was held March 25, 1889, and the organization perfected the same day.

The capital stock was fixed at $50,000, in shares of $100 each, and the company created no mortgage debt.

On September 29, 1891, the name of the company was changed to the Madison, Illinois and St. Louis Railway Company.

MADISON, ILLINOIS AND ST. LOUIS RAILWAY COMPANY.

The Madison, Illinois and St. Louis Railway Company was the successor by change of name of the Electric City and Illinois Railway Company. A certificate of change of name was filed in the office of the secretary of state of Illinois September 29, 1891. In this certificate the powers of the company were enlarged so as to give it authority to construct, maintain and operate a railway over and across the St. Louis Merchants Bridge and also three lines extending from the eastern approach of the bridge to the towns of Alton and Edwardsville, and to a point opposite the southern portion of the city of St. Louis, with a branch from the last-mentioned line to the city of East St. Louis.

The company constructed a line from the Merchants Bridge to Granite City, Illinois, which it opened for operation July 1, 1890.

On August 1, 1893, the company leased the St. Louis Merchants Bridge for a period of forty years, agreeing to pay as rental the interest on the $2,000,000 bonds of the bridge company, and three-fourths of the net income.

In 1893 the Terminal Railroad Association of St. Louis having acquired control of the company through its ownership of the majority of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, entered into an agreement August 17, 1893, with the Madison, Illinois and St. Louis Railway Company for the perpetual use of its line and the Merchants Bridge, in consideration of the Terminal Association guaranteeing the payment of the interest on the $2,000,000 bonds of the bridge company.

Capital Stock.

The $50,000 capital stock originally authorized was increased in the certificate of change of name to $500,000 in shares of $100 each. There was $2500 issued, all of which is owned by the St. Louis Merchants Bridge Terminal Railway Company.

Mortgages and Bonds.

Mortgage dated October 1, 1891, to the St. Louis Trust Company, trustee, securing $500,000 bonds of $1000 each, dated October 1, 1891, payable October 1, 1911 bearing 6 per cent interest all of which were issued. These bonds are all pledged as collateral security on notes of the St. Louis Merchants Bridge Terminal Railway Company, owned and held by the Terminal Railroad Association of St. Louis.

Wiggins Ferry Company.

The Wiggins Ferry Company operates a ferry across the Mississippi river at St. Louis for passengers, vehicles and cars. It owns 7 steamers, 2 tugs, 1 car transfer barge, 4 wharf boats, 5 small floats, and 1 floating pile driver. It also owns 13 miles of yard and side tracks in St. Louis, 711 acres of land in St. Clair and Madison counties, Illinois, and 70 acres in St. Louis.

The Wiggins Ferry Company was incorporated by special act of the Illinois legislature of February 11, 1853, for the purpose of acquiring the franchise to operate a ferry over the Mississippi river, which had originally been granted to Samuel Wiggins by special acts of March 2, 1819, February 6, 1821, and January 19, 1833, and also to construct a levee, wharves, boats, warehouses etc. This act was amended by acts of February 17 1857, and June 12, 1867, but the latter act was never accepted and is accordingly considered by the company to be void.

The first election for directors was held and the organization perfected May 12, 1853.

The company operates a line of ferry boats across the river and car transfers, the latter being operated since 1870, and thirteen miles of yard track in St. Louis.

Ordinances of the city of St. Louis, approved April 16,

1898, and November 11, 1898, authorized the construction of side tracks. An ordinance of East St. Louis, approved March 12, 1902, vacated a street and alley, and another ordinance relating to the company's property was approved March 25th, 1902.

The company owns the entire capital stock of the St. Louis Transfer Railway Company and the East St. Louis Connecting Railway Company. In 1890 it purchased the railroad and franchises of the Fourth street and Arsenal Railway Company.

It also owns the capital stocks of the Unity Realty Company and the Lorenzo Realty Company.

In 1902 the Terminal Railroad Association of St. Louis, or rather its fourteen proprietary companies, acquired the capital stock of the Wiggins Ferry Company, as is more fully explained in the history of the Terminal Railroad Association.

Capital Stock.

The capital stock authorized by the act of February 11, 1853, was $100,000, in shares of $100 each, which might be increased to $1,000,000. There has been $1,000,000 issued all of which is outstanding. Of this stock $950,000 is technically owned by the fourteen proprietary companies of the Terminal Railroad Association, but practically by the Association, and is pledged as collateral security for the payment of the general mortgage bonds of that company, as provided in the Ferry Stock and Trust agreements of December 16, 1902.

Mortgages and Bonds.

The company has created no mortgage debt.

East St. Louis Connecting Railway Company.

Railway extends from Trendley avenue to Winters avenue, East St. Louis (1.15 miles) with 1.15 miles second track and 35.34 miles side track; total trackage, 37.64 miles.

The East St. Louis Connecting Railway Company was organized in the interest of the Wiggins Ferry Company, and filed articles of association in the office of the secretary of state of Illinois, January 4, 1878, to construct a railroad

from Venice, Illinois, to the Illinois and St. Louis Railroad (now the Southern Railway).

The first election for directors was held January 10, 1878, and the organization perfected the same day.

Ordinances of the city of East St. Louis, passed August 5, 1878, October 8, 1878, June 30, 1885, August 20, 1897, April 29, 1899, April 9, 1900, January 11, 1901, and August 18, 1902, granted to the company rights of way over certain streets etc.

The road was opened for operation in 1887.

Under date of July 1, 1885, the company leased the Venice and Carondelet Railway and certain tracks of the Illinois and St. Louis Railroad Company at East St. Louis, for a period of ten years at an annual rental of $18,000.

Capital Stock.

The capital stock authorized in the articles of association is $20,000 in shares of $100 each, all of which was issued and is owned by the Wiggins Ferry Company.

Mortgages and Bonds.

The company has created no mortgage debt.

St. Louis Transfer Railway Company.

The St. Louis Transfer Railway Company was organized in the interest of the Wiggins Ferry Company, and filed articles of association in the office of the secretary of state of Missouri June 25, 1884, to construct a railroad about six miles in length and 100 feet in width through the city of St. Louis, beginning at Arsenal street at the crossing of the St. Louis, Iron Mountain and Southern Railway, thence running north parallel with the Mississippi river to Calvary avenue east of Hall street, with a branch from a point on Chambers street to a point on Bellefontaine road near Bircher avenue.

An ordinance of the city of St. Louis, approved June 11, 1884, amended by ordinances of December 15, 1885, February, 1886, and April 5, 1889, granted the company right of way beginning at the intersection of the St. Louis, Iron Mountain and Southern Railway with the south line of Arsenal street; thence through block 2013 to Commercial

street; thence north on Commercial street across block 774, to the wharf; thence along the wharf to Almond street; thence over St. Louis, Iron Mountain and Southern tracks to the north line of Morgan street; thence northwestwardly across the wharf or through block 19, across Biddle street to Lewis street; thence along Lewis street to a point on the Wharf east of the Wabash, St. Louis and Pacific Railway; thence along the wharf to and across Clinton street; thence northwesterly across Exchange square and Monroe, North Market and Benton streets to Hall street; thence along Hall street to Bremen avenue; thence across blocks 1222 and 1223 to McKissock street and along same to Ferry street; thence to intersection of switches of the St. Louis Water Works.

An ordinance, approved August 10, 1885, authorized the extension of the road from a point south of Chambers street along the wharf to the property of the company in city block 292. An ordinance, approved February 18, 1886, limited the time for completing the road.

Ten other ordinances relating chiefly to the construction of sidings and the leasing of portions of the wharf were passed between 1886 and 1895.

The first election for directors was held July 1, 1884, and the organization perfected the same day.

The road was opened for operation July 1, 1890.

Under ordinance of June 11, 1884, the company used the St. Louis, Iron Mountain and Southern Railway from Almond (Valentine) street to the north line of Carr street. As satisfactory arrangements could not be made with that company for further use of its line, an ordinance, approved March 20, 1891, granted the company the right of way along the wharf between those points.

Capital Stock.

The capital stock authorized in the articles of association was $20,000, in shares of $100 each, all of which was issued. This stock is all owned by the Wiggins Ferry Company.

Mortgages and Bonds.

The company created no mortgage debt.

Unity Realty Company.

The Unity Realty Company was organized in the interest of the Wiggins Ferry Company and filed articles of association in the office of the secretary of state of Missouri January 20, 1899.

The purpose of organizing was the buying, selling, etc., of real estate in the state of Missouri or elsewhere.

The first Board of Directors, which was named in the articles of association, completed the organization of the company on January 20, 1899.

The property of this company consists of real estate and improvements thereon located in St. Louis, Missouri, having an area of 23.95 miles, being bounded on the north by Bremen avenue and fronting east on the Mississippi River.

The tracks of the Wiggins Ferry Company and of the St. Louis Transfer Railway Company are laid on a part of this property, the remainder being used for stock yards and an abattoir for the manufacturing of ice and for cold-storage purposes.

The stock yards and abattoir property is leased to and operated by the Independent Stock Yards Company.

Capital Stock.

The capital stock authorized in the articles of association was $3,000, in shares of $100 each. On April 18, 1900, the stockholders authorized its increase to $260,000, a certificate of which increase was filed in the office of the Secretary of State of Missouri, April 19, 1900.

The entire $260,000 stock has been issued and is held in trust by a trustee for the Wiggins Ferry Company.

Mortgages and Bonds.

Mortgage, dated May 1, 1900, to the Mercantile Trust Company of Missouri, trustee, securing $260,000 bonds, payable at various intervals between May 1, 1900, and May 1, 1910, with the option of paying them on any interest day in multiples of $10,000, bearing 4 per cent interest, payable on May 1, and November 1 of each year.

This mortgage covers all of the property owned by the Unity Realty Company.

There are $220,000 of these bonds outstanding.

Lorenzo Realty Company.

The Lorenzo Realty Company was the successor by change of name April 23, 1901, of the Oliver Realty Company, which was incorporated April 18, 1901.

The Oliver Realty Company was organized in the interest of the Wiggins Ferry Company, and on April 18, 1901, filed articles of association in the office of the Secretary of State of Missouri for the purpose of dealing in real estate in the State of Missouri or elsewhere, and on the same date the Secretary of State issued his certificate of incorporation.

The first Board of Directors named in the articles of incorporation perfected the organization of the company on April 18, 1901.

On April 18, 1901, by a vote of the stockholders the name of the company was changed to the Lorenzo Realty Company, a certificate of which change was filed in the office of the Secretary of State of Missouri, April 23, 1901.

The property of the Lorenzo Realty Company consists of a large tract of unimproved land located in St. Louis, Missouri, situated between Angelica street and Bremen avenue, east of Hall street, fronting east on the Mississippi River, containing 32.77 acres and an improved parcel of land located on Broadway and Branch streets, the latter piece of property being leased to the St. Louis Union Packing Company.

Capital Stock.

The capital stock authorized in the articles of association was $50,000 in shares of $100 each, all of which has been issued. It is all held in trust by a trustee for the Wiggins Ferry Company.

Mortgages and Bonds.

The company has created no mortgage securing the issue of any series of bonds.

Interstate Car Transfer Company.

The Interstate Car Transfer Company is the successor by change of name of the Interstate Sand and Car Transfer Company June 27, 1898.

The Interstate Sand and Car Transfer Company filed

articles of association in the office of the secretary of state of Missouri, July 20, 1896. The purpose of organization, as therein set forth, was the trading in sand and the use of boats in such business, and the transfer of cars and freight in car load lots upon its boats.

A certificate of incorporation was issued by the secretary of state of Missouri, July 20, 1896.

The first board of directors named in the articles of association perfected the organization of the company on July 27, 1896.

On May 5, 1898, by a vote of the stockholders, the name of the company was changed to the Interstate Car Transfer Company, a certificate of such change being filed in the office of the secretary of state of Missouri, June 27, 1898.

The Interstate Car Transfer Company is the owner of one tug, one steamer, two barges and two small floats, by means of which it transfers cars across the Mississippi river for the various railroads terminating there.

The Terminal Association purchased the entire capital stock of the Interstate Car Transfer Company, in February, 1903, and on October 1, 1902, it purchased the entire capital stock of the St. Louis Belt and Terminal Railway Company which was organized in the interest of the Interstate Car Transfer Company, Missouri Pacific Railway Company and St. Louis and San Francisco Railroad Company.

Capital Stock.

The capital stock authorized in the articles of association was $90,000, in shares of $100 each.

On June 27, 1898, a certificate was filed in the office of the secretary of state of Missouri of its increase to $300,000, and on May 9, 1902, another certificate was filed of its increase to $500,000.

The entire $500,000 stock has been issued. It is all owned by the Terminal Railroad Association of St. Louis, and is pledged as collateral security under the general mortgage of that company.

Mortgages and Bonds.

The company has executed no mortgage securing an issue of bonds.

March 15, 1906.

D. R. Francis.
T. H. Francis.
W. P. Kennett.

J. D. P. Francis.
D. R. Francis, Jr.
C. H. Hiemenz.

Francis, Bro. & Co.
Investment Bonds.

Terminal Railroad Association of St. Louis,

General Mortgage Refunding 4% Sinking Fund. Gold Bonds.

214 North Fourth Street. St. Louis.

$250,000.00
(Or Any Part)

Terminal Railroad Association of St. Louis, General Mortgage Refunding 4% sinking Fund Gold Bonds.

Dated January 1, 1903. Due January 1, 1953.

Optional at 110 and accrued interest on January 1, 1910, or any interest day thereafter. Interest payable January 1st and July 1st, in New York.

Coupon Bonds: Denomination, $1,000 each, with privilege of registration of principal or in full registered bonds of any multiple of $1,000. Registered Bonds may be converted into Coupon Bonds at the option of the owner.

Authorized issue, $50,000,000. Outstanding, $18,000,000; reserved to retire underlying liens, $17,500,000; balance, $14,500,000, are reserved for issue after January 1st, 1906, at not to exceed $1,000,000 in any one year for betterments and improvements and the acquisition of additional properties. The above issue is secured by a general mortgage on the entire property of the Terminal Railroad Association of St. Louis, subject only to $17,500,000 prior liens.

The Terminal Association owns and controls the entire Terminal facilities in the City of St. Louis, as well as valuable Terminal facilities in East St. Louis, in addition to owning the Union Station in St. Louis; owning also 100

miles of main, side, yard, and storage tracks; a number of freight stations and ware-houses, machine shops, round-houses, etc.; two Belt Railway lines encircling the City of St. Louis, and three Belt Railway lines in the City of East St. Louis and vicinity. In the heart of the business districts of St. Louis and East St. Louis it owns more than 200 acres of land. It owns 9,500 shares of a total issue of 10,000 shares of the capital stock of the Wiggins Ferry Co., whose property is unencumbered, and which owns 794 acres of land in the City of East St. Louis, and practically the entire Mississippi river front on the Illinois side, opposite the City of St. Louis, for a distance of three miles. Also Belt Railway lines in St. Louis and East St. Louis and 70 acres of land in St. Louis. In addition to the above properties, the Terminal Association controls in perpetuity by lease, the Eads Bridge and the St. Louis Tunnel. The interest and sinking fund payments on the above issue are guaranteed proportionately by the following fourteen proprietary companies:

St. Louis, Vandalia & Terre Haute R. R. Co. (Pennsylvania System.)
Clev., Cin., Chic. & St. Louis Ry Co. (New York Central System.)
Missouri Pacific Ry. Co.
St. Louis, Iron Mountain & Southern Ry. Co.
Wabash R. R. Co.
Baltimore & Ohio Southwestern R. R. Co.
Louisville & Nashville R. R. Co.
St. Louis & San Francisco R. R. Co.
Chic., Rock Island & Pacific Ry. Co.
Southern Ry. Co.
Illinois Central R. R. Co.
Chicago & Alton Ry. Co.
Chic., Burlington & Quincy Ry. Co.
Mo., Kans. & Texas Ry. Co.

These Companies have entered into an agreement binding themselves forever to make use of the properties of the Terminal Association for all passenger and freight traffic.

For full details concerning the issue, would refer you to

the following letter of Julius S. Walsh, Pres., under date of February 10, 1903.

We recommend the above bonds for investment. Price, par and interest, yielding 4%.

Francis, Bro. & Co.

Terminal Railroad Association of St. Louis.

St. Louis, Mo., February 10, 1903.

Messrs. J. P. Morgan & Company,

New York City.

Dear Sirs:—The General Mortgage Refunding Four Per Cent, Sinking Fund Gold Bonds of the Terminal Railroad Association of St. Louis sold to you are part of an issue limited to $50,000,000 and secured by mortgage and deed of trust to Central Trust Company of New York and William Taussig, Trustees, covering the entire property of the Terminal Association now owned or hereafter acquired.

The bonds are dated January 1, 1903, and mature January 1, 1953; interest payable January 1 and July 1 in New York. The General Mortgage provides a sinking fund for the redemption of $100,000 of bonds each year, beginning on July 1, 1906, by lot at 110, or by purchase in the market at a less price. The entire issue is subject to call at 110 and interest on January 1, 1910, or any interest day thereafter.

Of this issue of bonds $17,500,000 are reserved to retire or take up an equal amount of prior lien bonds, $14,500,000 are reserved for issue after January 1, 1906, at not to exceed $1,000,000 in any one year, for betterments and improvements and the acquisition of additional properties. The proceeds of the remaining $18,000,000 which are under contract with your goodselves are to be used for extensive additions and improvements to be made immediately to accommodate rapidly increasing demands for additional terminals at St. Louis and East St. Louis, and for the acquisition of additional properties, including the entire capital stocks of the following named companies, the properties of which are unencumbered and on the stocks of which the General Mortgage will constitute a first lien:

East St. Louis and Carondelet Railway;
Illinois Transfer Railway Company;

Granite City and Madison Belt Railroad Company;
St. Louis Belt and Terminal Railroad Company; and
Terminal Realty Company.

The mortgage prohibits the placing of any lien on the existing properties of these companies which would underlie the general mortgage bonds.

The issued capital stock of the Terminal Association is owned in equal shares by:

Missouri Pacific Railway Company;
St. Louis, Iron Mountain and Southern Railway Company;
Wabash Railroad Company;
St. Louis, Vandalia and Terre Haute Railroad Company (Pennsylvania System);
Baltimore and Ohio Southwestern Railroad Company;
Cleveland, Cincinnati, Chicago and St. Louis Railway Company (N. Y. Central System);
Louisville and Nashville Railroad Company;
St. Louis and San Francisco Railroad Company;
Chicago, Rock Island and Pacific Railway Company;
Southern Railway Company;
Illinois Central Railroad Company;
Chicago and Alton Railway Company;
Chicago, Burlington and Quincy Railway Company; and
Missouri, Kansas and Texas Railway Company.

These companies control over 50,000 miles of railway, or more than 25 per cent of the total mileage in the United States.

Under a Guarantee Agreement between the proprietary companies, the Terminal Association and the Trustees of the General Mortgage, and lodged with the Trustees, each of these companies binds itself forever to make use of the properties of the Terminal Association for all passenger and freight traffic within its control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis; and further agrees that the tariff rates of the Terminal Association shall be so fixed by it as to insure the production at all times of sufficient revenue to enable it punctually to meet and discharge the interest on all its bonded debt, rentals, including the tunnel and the bridge

across the Mississippi, also sinking fund installments, taxes and all expenses of every nature incurred in the maintenance, operation and renewal of its system and properties and every part thereof. Under this Agreement each of the proprietary companies also, to the extent of its proportionate interest, one-fourteenth, in the Terminal Association, guarantees the payment of all interest on the General Mortgage Bonds and the payment of the installments of the sinking fund.

As further security for this issue of bonds there have been deposited with the Trustees 9,500 shares of a total issue of 10,000 shares of the capital stock of the Wiggins Ferry Company, which owns 794 acres of land in the City of East St. Louis, and practically the entire Mississippi River front on the Illinois side, opposite the City of St. Louis, for a distance of three miles; also Belt Railway lines in St. Louis and East St. Louis, and 70 acres of land in St. Louis. The property of the Wiggins Ferry Company is unencumbered.

The Terminal Association owns the most extensive and complete system of railway terminals in this country, the result of a growth of more than twenty-five years, and its value to-day is largely in excess of the mortgage debt. It owns the Union Station, the largest and most complete passenger station in the world, which contains thirty-two parallel tracks under roof, and is the passenger station in St. Louis of the various railway lines entering that city—some twenty-two in number; 100 miles of main, side, yard, and storage tracks, a number of freight stations and warehouses, machine shops, roundhouses, etc.; two Belt Railway lines encircling the City of St. Louis, and three Belt Railway lines in the City of East St. Louis and vicinity. In the heart of the business district of St. Louis and East St. Louis it owns more than 200 acres of land.

In addition to the above properties, the Terminal Association controls in perpetuity by lease the Eads Bridge and the St. Louis tunnel.

The entire surplus earnings of the Terminal Association since its organization, aggregating in round figures $2,500,000, have been invested in betterments and the acquisition of new properties, but in order properly to extend its facilities and meet the constantly growing demand upon it, the Terminal Association makes this bond issue, the proceeds of

which will be devoted to the acquisition of additional facilities; among these may be mentioned, in addition to the various properties above referred to, the building of an elevated structure connecting the Eads Bridge with the Merchants' Terminal Railway, thus doubling the capacity of the bridge and enabling the Terminal Association to move passenger trains into the Union Station without passing through the tunnel.

The Terminal System is open to the use of all Railway Lines without discrimination, and affords a convenient method for rapid interchange of traffic between all Railway Lines, and for this purpose occupies the only available lands in St. Louis and East St. Louis. Upon the completion of the improvements now contemplated, and to the construction of which the proceeds of this bond issue will be applied, the Terminal Association will be able to handle rapidly and economically all traffic of every character crossing the Mississippi River at St. Louis, and the recent admission into the Terminal Association of the Southern Railway Company, Illinois Central, Chicago and Alton, Chicago, Burlington and Quincy, and Missouri, Kansas and Texas, insures the use of the system of the Terminal Association by every railroad of importance entering St. Louis or East St. Louis.

A contract with the owners of the entire system of East St. Louis Street Railways secures to the Terminal Association for the upper roadway of the Eads Bridge all trans-river street railway traffic at St. Louis for a term ending in 1952.

The following figures will give some idea of the extent of the business handled, and railway terminals owned by the various companies, the properties or stocks of which come under the General Mortgage:

Mileage including main and side tracks.....	240
Lands owned and available for industrial plants	1,500 acres
Trans-river freight, passenger, express, mail and baggage cars handled in 1902.....	1,089,431 cars

The additions now being made insure an increasing income and more economic operation.

Very truly yours,

Julius S. Walsh, President.

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In the Supreme Court of the United States.

OCTOBER TERM, 1910.

THE UNITED STATES, APPELLANT,
v.
THE TERMINAL RAILROAD ASSOCIATION of St. Louis et al. } No. 686.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

MOTION TO ADVANCE.

Comes the Attorney General on behalf of the United States and moves the court to advance the above-entitled cause, and respectfully suggests that the same be set for hearing on a day convenient to the court during the October term, 1911.

This was a petition in equity filed by the United States on November 5, 1905, in the Circuit Court of the United States at St. Louis against the Terminal Railroad Association of St. Louis and fourteen railroads. The petition charged the defendants with violating the Sherman Antitrust Act of July 2, 1890 (26 Stat., 209), by combining for the purpose of controlling and restraining interstate commerce between the States of Missouri and Illinois and other States and foreign countries. A special examiner was appointed, by whom much testimony was taken during a period of several years. The case came on for final hearing on April 1, 1909, before the four circuit judges of the

Eighth Circuit, pursuant to the provisions of the expediting act of February 11, 1903 (32 Stat., 823), which provides that on the filing of a certificate by the Attorney General, an equity case instituted under the Sherman Antitrust Act, in which the United States is a party, shall be assigned for hearing before not less than three of the circuit judges of the circuit in which the suit is prosecuted, if there be three or more; otherwise before two such judges and a district judge selected by them.

On May 21, 1909, the four judges handed down an order stating that they found themselves equally divided in opinion, two being in favor of granting some relief to the complainant and two being in favor of dismissing the bill; and, therefore, in accordance with the construction placed by them upon the terms of the expediting act, they certified the case to this court for review. At the October term, 1909, after the decision of this court was handed down in the cases of *B. & O. R. R. Co.* v. *Interstate Commerce Commission* and *Southern Pacific Co.* v. *Interstate Commerce Commission*, a motion to dismiss this action was made by the United States because no final judgment had been pronounced by the court below. This motion was sustained and the cause was remanded accordingly (215 U. S., 595).

On June 7, 1910, a final order was entered by the judges of the Eighth Circuit dismissing the case, and from this order an appeal was taken to this court.

It is the contention of the United States that the defendants in said cause were and are engaged in carrying out a combination and conspiracy in restraint of trade and commerce among the several States, as described in the original bill, contrary to and in violation of the Sherman Act; that the several defendants, except the St. Louis Merchants Bridge Terminal Railway Co., Wiggins Ferry Co., and the St. Louis Bridge Co., own and control the entire capital stock of the Terminal Railroad Association of St. Louis, and that such ownership and control constitute a combination in restraint of trade and commerce among the several States and between said States and foreign countries, contrary to said act; that the agreements whereby the defendant Terminal Railroad Association of St. Louis acquired the ownership and control of the St. Louis Bridge, designated in the complaint as the "Eads Bridge," and the railroad tracks crossing the same and terminals connecting therewith, and also the St. Louis Merchants Bridge, designated as the "Merchants Bridge," and the railroad tracks crossing the same and terminals connecting therewith, are void because unlawful under the terms of said act; that the agreements described in the bill of complaint relating to the operation of said bridges and railroad tracks crossing the same and terminals connecting therewith, in a common or noncompetitive interest, are likewise void because in contravention of the said act; that the several railroad companies mentioned in the complaint, who claim to own stock in said Terminal Railroad Association of St. Louis, the

Wiggins Ferry Co., and the St. Louis Merchants Bridge Terminal Railway Co., can not lawfully hold the same because the contracts of ownership are in violation of said act; and that the Terminal Railroad Association of St. Louis can not lawfully hold shares of capital stock of the various companies and corporations mentioned in the original bill, the stock of which it claims to hold, because such alleged ownership is in violation of the provisions of said act; and that therefore the several corporations, their officers and agents, who are claiming to hold stock in the other corporations mentioned, should be enjoined from voting, controlling, and acting as owner or owners of such shares.

This case is one of vast importance to the people of the city of St. Louis, and to the mercantile interests of that entire section of the country, and, as heretofore shown, its final determination has been greatly delayed because of the necessity that it be remanded when previously in this court; and, furthermore, as stated, it is entitled to a speedy hearing under the expediting act of February 11, 1903.

It is therefore urged that the case be advanced and assigned for hearing as above suggested.

Notice of this motion has been served on opposing counsel.

GEO. W. WICKERSHAM,
Attorney General.

MAY, 1911.

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IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 386.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT.

This is a proceeding begun November 5th, 1905, by Petition, under the Act of Congress, commonly known as the "Sherman Anti-Trust Act" of July 2nd, 1890, against the defendant railroad Companies and certain officers and directors thereof, named in the Petition, charging them with violating said Act by combining and unreasonably restraining interstate commerce between the States of Missouri and Illinois and other states of the Republic and foreign countries.

The Petition avers the facts in detail upon which the complainant relies, and charges a conspiracy in restraint of interstate and foreign trade, and a combina-

tion in restraint of such trade in violation of the First Section of the Anti-Trust Act.

The Bill also charges an attempt to monopolize, and a monopolization of interstate and foreign trade in violation of the Second Section of the Sherman Act.

~~The Government moved to remand because no final judgment had been entered in the lower court.~~

Answers were filed by the various companies, admitting a great many of the facts as to corporate organization and consolidation of interests, and stock ownership and transfer of property, and leases thereof, but denying that the properties as combined and operated restrained commerce, and denying any intent to restrain the movement of interstate commerce. And averring specifically that the properties so combined and operated (in the manner substantially as alleged in the petition) was an aid to commerce and not a restraint, and alleging said properties were so combined and operated for the purpose of facilitating the transportation of persons and property by the fourteen railroads, co-defendants of The Terminal Railroad Association, and all other railroads engaged in interstate commerce between Missouri and Illinois at St. Louis, Missouri.

Issues of fact being made by the Pleadings, a Commissioner was appointed to take the testimony and report the same to the Court without any findings, either as to the law or the facts.

The testimony was taken and filed by the Commissioner in the United States Circuit Court at St. Louis, Mo., and the case was argued at St. Louis, before the four Circuit Judges of the United States Circuit Court of Appeals.

The Judges were equally divided in opinion as to

whether or not the Government was entitled to any relief, and they accordingly certified the case to this Court, where, upon motion made by the Government, it was on the 31st day of January, 1910, remanded because no final judgment had been entered below, to be dealt with according to law.

On June 6th, 1910, the United States District Attorney for the Eastern District of Missouri filed a motion in behalf of complainant, asking for a re-argument of said cause.

Afterwards the four Circuit Judges made an order reciting that the complainant could not prevail because only two of the Judges were of the opinion that it is entitled to relief, while two were of the opinion it is entitled to no relief, and the Court ordered:

"That the motion for a re-argument of this case be, and the same is hereby, denied, and that the Bill of the complainant be, and it is hereby, dismissed."

And afterwards, on August 1st, 1910, a Petition for Appeal, accompanied by the following Assignment of Errors, was filed by the complainant:

I.

"The complainant assigns as error the action of the Circuit Court in making and entering in this cause its order of June 4th, A. D., 1910, and adjudging and decreeing the dismissal out of Court of complainant's bill of complaint herein.

II.

The complainant assigns as error the failure and refusal of the Circuit Court by its decree herein to adjudge and decree the complainant the relief prayed for in its bill of complaint.

III.

The complainant assigns as error the failure and refusal of the Circuit Court under the evidence in this cause to adjudge and decree that the defendants had entered into, prior to the institution of this cause, and at the time of the institution thereof were engaged in carrying out a combination and conspiracy in restraint of trade and commerce among the several states as described in the complaint herein, contrary to and in violation of the act of Congress of July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopoly."

IV.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree that the several defendants (other than the Terminal Railroad Association of St. Louis, St. Louis Merchants Bridge Terminal Railway Company, Wiggins Ferry Company, and the St. Louis Bridge Company) owned and controlled the entire capital stock of the defendant Terminal Railroad Association of St. Louis, and that such ownership and control constitute a combination in restraint of trade and commerce among the several states and between said states and foreign countries contrary to the act of July 2nd, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopoly."

V.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree null

and void the several agreements between the defendants herein, described in complainant's bill of complaint, whereby the defendant, The Terminal Railroad Association of St. Louis, acquired the ownership and control of the St. Louis Bridge (designated in the complaint as the "Eads Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith; and also the St. Louis Merchants Bridge (designated in the complaint as the "Merchants Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith. And also the failure and refusal of the Circuit Court to enjoin the further carrying out of such agreements and the operation of such bridges, railroad tracks, and terminals upon a noncompetitive basis with each other.

VI.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and declare null and void the several agreements between the defendants herein described in the complainant's bill of complaint looking to the operation of the St. Louis Bridge, known as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or noncompeting interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and terminals connecting therewith, and to enjoin and forbid the defendants, parties to such agreements, from the further carrying out of such agreements or the operation of such bridges, railroad tracks, and terminals in such common or noncompetitive interest, and to enjoin and forbid the defendants and each of them, their agents, servants and employes, from operat-

ing, controlling, and maintaining the properties hereinbefore described as a common instrument or agency of interstate commerce under the common control of the fourteen railroad companies owning the capital stock of the Terminal Railroad Association.

VII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defendants, the Missouri, Kansas & Texas Railroad Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, their stockholders, officers, directors, executive committees, agents, and servants, from voting or in any way acting as the owner of any of the shares of the capital stock of the Terminal Railroad Association of St. Louis, of the Wiggins Ferry Company, and of the St. Louis Merchants Bridge Terminal Railway Company; and to enjoin the Terminal Railroad Association of St. Louis, its stockholders, officers, agents and servants, from in any manner recognizing or accepting the defendants hereinbefore in this assignment specified, as the owners or holders of any share or shares of its capital stock, and from allowing such specified de-

fendants to vote such stock, and from paying any dividends upon such stock to said defendants.

VIII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defendant, the Terminal Railroad Association of St. Louis, and the said named railroad companies who own its capital stock as set out in the bill of complaint, their stockholders, officers, directors, agents and servants, from voting, controlling, or acting as the owner or owners of any of the shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, the shares of the capital stock of the St. Louis Merchants Bridge Company, the shares of the capital stock of the Wiggins Ferry Company, the shares of capital stock of the Madison, Illinois & St. Louis Railway Company, the shares of capital stock of the St. Louis Transfer Railway Company, the shares of capital stock of the Wiggins Car Transfer Company, the shares of capital stock of the St. Louis Terminal Railway Company, the shares of capital stock of the Granite City & Madison Belt Railway Company, and the shares of capital stock of the East St. Louis Connecting Railway Company, and to enjoin said last named companies from recognizing or accepting the said Terminal Rail road Association of St. Louis, and the fourteen defendant railroad companies described in the bill of complaint as the owners of the capital stock of the Terminal Railroad Association of St. Louis, as the owners or holders of any of the shares of their respective capital stocks.

In order that the foregoing assignments of error

may be and appear of record, the complainant presents the same to the Court and respectfully prays that such disposition be made thereof as is in accordance with law and the statutes of the United States in such case made and provided.

CHARLES A. HOUTS,

United States Attorney for the Eastern District of Missouri.

Solicitors for Complainant, the United States of America.

(Endorsed): Filed Aug. 1, 1910, James R. Gray, clerk.

An appeal in proper time and manner was allowed to this Court.

The testimony disclosed that, of the railroads named in the petition, The Chicago & Alton, Baltimore & Ohio, Illinois Central, Cleveland, Cincinnati, Chicago & St. Louis, Louisville & Nashville, Chicago, Rock Island & Pacific, had and have their termini at points in Illinois east of the eastern shore of the Mississippi River.

The tracks and rails of the above mentioned eight railroads do not now and never have touched the east bank of the Mississippi River.

Between the termini of the said roads and the east bank of the Mississippi River lies the property which formerly belonged to the Wiggins Ferry Company, and which is covered by tracks **connecting with all of the Eastern Railroads.**

The Missouri, Kansas & Texas, and the Missouri Pacific, and the Wabash, and the Iron Mountain, and Southern, the Chicago, Burlington & Quincy, and St. Louis & San Francisco Railroads have their termini in Missouri.

It is proven that the railroad companies named and their subsidiary corporations comprise all but two of the main lines of railroads handling interstate commerce moving to or from St. Louis, Mo.; and that said railroad companies own and control on either side of the Mississippi River thousands of miles of railway, extending from the Atlantic Coast and the Great Lakes and Canada to St. Louis, Mo., and from St. Louis, Mo., to the Gulf on the south, and to the Pacific Ocean and the Rio Grande River on the west and southwest.

In the language of the President of one of the defendant companies, Julius S. Walsh, found in Vol. 9, p. 3346. "These companies [referring to the defendant railroad companies] control **over 50,000 miles of railroad,** or more than 25 per cent of the total mileage of the United States."

The haul of freight and passengers from the termini in Illinois of the Eastern roads into the City of St. Louis, Missouri, and to a connection with the rails of the roads from the west having their termini in St. Louis, Missouri, was **a carriage of interstate commerce performed by a separate carrier, for which a separate charge was and is made.**

No freight from the east or foreign countries

could be shipped and **billed to St. Louis, Missouri,** but it was all shipped and **billed to East St. Louis,** Granite City or Madison, Illinois. No freight could be billed **from St. Louis, Missouri, to pass over roads leading east to the Atlantic Coast, north to the Great Lakes or south to the Gulf. No St. Louis bill of lading was issued on this eastern business. St. Louis was not on the railroad map.** All freight rates were made to East St. Louis, Illinois.

The eight Eastern defendant railroads having their termini in Illinois and the six defendant railroads having their termini in Missouri have combined under one control and monopolized all the agencies and instruments used to move interstate commerce from all States of the Republic and foreign countries which is required to be moved between the termini of the roads in Missouri and Illinois, and which is required to be moved across the Mississippi River at St. Louis, Missouri.

This instrument of interstate commerce so used by the defendants to restrain, control and monopolize the movement of interstate commerce is known as "The Terminal Railroad Association of St. Louis," and is named as one of the defendants in this action.

The Terminal Railroad Association performs this independent interstate movement of commerce with its own engines, cars and employes.

The Terminal Railroad Association publishes and files with the Interstate Commerce Commission a regular classified Freight and Railroad Tariff, and collects the rates therein stated, for a haul between the termini of the Eastern roads in Illinois and the Western roads in Missouri. It also operated on its own account, over the bridges and ferries across the Mississippi River, freight and passenger trains.

As will be seen on page 1724 Vol. 4 of the Record, The Terminal Railroad Association maintained a **separate** and independent switching charge schedule, which was entirely **separated from the charge for the haul between the cities located in Missouri and Illinois.**

The **entire capital stock** of the Terminal Railroad Association is owned in equal parts by the fourteen railroads who are co-defendants with it herein. Each of the fourteen railroad companies, co-defendants of the Terminal Railroad Association, own and hold 2056 of the 28,820 issued shares of the authorized capital stock of $50,000,000 of the Terminal Railroad Association of St. Louis. The 36 remaining outstanding shares are held by officers and agents of the co-defendants herein of the Terminal Railroad Association, for the purpose of qualifying said officers and agents to act as Directors of said company, and Inspectors of Election.

The Terminal Railroad Association is controlled entirely by its co-defendants. The officers and agents of the fourteen railroad companies, co-defendants with the Terminal Railroad Association herein, are the officers and officials **actually and actively in charge of and operating the Terminal Railroad Association.**

The co-defendants of the Terminal Railroad Association each name one of their officials to act as a Director of the Terminal Railroad Association. Each railroad names a Director in accordance with the contract of Oct. 1st, 1889, which provided for and caused the organization of Dft. Terminal Railroad Association. This contract provided how the Directors should be named. The fourteen railroads name all the Directors and Officers, and operate under their joint control the properties of the Terminal Railroad Association.

The Terminal Railroad Association is a "dummy corporation."

THE DEFENDANTS AND THEIR PREDECESSORS, IN ACCORDANCE WITH A WRITTEN CONTRACT, ORGANIZED THE DEFENDANT TERMINAL RAILROAD ASSOCIATION FOR THE PURPOSE OF UNREASONABLY RESTRAINING INTERSTATE COMMERCE AND CREATING A MONOPOLY THEREOF AT ST. LOUIS, MO.

The Terminal Railroad Association of St. Louis was organized for the purpose of and has been used to unreasonably restrain and monopolize commerce.

This is clearly shown by the contract between Jay Gould, of New York City, and six of the defendant railroads, in which Gould agreed to organize the Terminal Railroad Association of St. Louis by consolidating corporations he controlled operating railroads in Missouri and Illinois, and controlling the Eads Bridge over the Mississippi River at St. Louis and the tunnel used in connection with it, to move interstate commerce at St. Louis, and in which said contract Gould agreed to convey to each of the seven roads one-seventh of the seven millions of dollars of stock of the Terminal Railroad Association of St. Louis when organized, **whenever** each of said companies should sign **a written agreement with** the Terminal Association containing the following clause, binding them **to forever use for interstate commerce** the properties Gould should convey to the Terminal Association of St. Louis, to-wit:

"Each of the proprietary companies hereby covenant and agree that it will forever make use of **the bridge and terminal properties of the first party, as above described** [referring to the Terminal Railroad Association] **for all freight and passenger traffic within its control, through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided.**" Vol. 8 of Exhibits, p. 1861.

See agreement of organization of Terminal Railroad Association of St. Louis, Vol. 8, pages 1849 to 1853.

This clause restrained commerce handled by the seven railroads **for all time to the particular instruments** used for the movement of interstate traffic at St. Louis by the Terminal Railroad Association.

The same clause practically was written into the Guaranty Agreement of 1902, when the Wiggins Ferry Company was bought and the eight additional lines became the property of the Terminal Railroad. See Ehibits, Vol. 8, page 1868.

These two contracts each prohibited the admission of new members except **by unanimous consent.**

These contracts show clearly **the intent and purpose** in creating the Terminal Railroad Association to be to control and **restrain and monopolize interstate commerce** at St. Louis, Mo. These contracts were **not in aid of, but in restraint of, interstate commerce.**

The movements of those in control of the various agencies of interstate commerce at St. Louis, and the gradual process by which, slowly but surely, all were consolidated, is clearly shown in the following history as shown by the testimony of these common carriers, and justifies the statement made above, that the Ter-

minal Railroad Association of St. Louis was **organized to restrain interstate commerce.**

WIGGINS FERRY COMPANY.

From the time anterior to the erection of the bridges across the Mississippi River, a company then and now known as the Wiggins Ferry Company owned the land on the river front on the Illinois shore for a distance of about three miles opposite the center of the business district of St. Louis, Missouri. This land, several hundred acres in extent, lies between the termini in Illinois of the eight Eastern railroads above mentioned and the Mississippi River and extends to the river front, and on said land the Wiggins Ferry Company built and operated a railroad called the East St. Louis Connecting Railway with 25 or 30 miles of track and directly touching with its rails the termini of all the Eastern roads.

The Wiggins Ferry Company was a common carrier engaged in interstate commerce business and operating car transfer ferries across the Mississippi River and railroad lines in both Illinois and Missouri. The Wiggins company connected with all the railroads in Missouri and Illinois and moved interstate traffic between the termini of roads in Illinois and Missouri.

EADS BRIDGE.

A bridge known as the "Eads Bridge" was built at St. Louis by the Illinois and St. Louis Bridge Company and was opened for operation July 4th, 1874 (Exhibits, Vol. V, p. 3332) and was built as an independent instrument of interstate commerce.

The bridge has its western approach at the foot of Washington avenue in St. Louis, Missouri, and its eastern terminus in East St. Louis, Illinois. It is a double deck bridge and has a double track standard gauge railroad on its lower or first part, and immediately over the said railroad tracks is a wagonway, sidewalk for pedestrians and a double track electric street railway line. The wagonway, pedestrian walk and street railway at the western approach are reached by the street surface of Washington avenue. The railroad tracks are reached from the west by a tunnel (built and owned by an independent company known as the St. Louis Tunnel Railroad Company) extending under the surface of Washington avenue and leading to the southwest under the business district of the city for a distance of almost a mile and emerging into the Mill Creek Valley at Clark avenue near Twelfth street, Exhibits, Vol. V, p. 3327.

The "Eads Bridge" owned no railroad connecting with the lines of road terminating either in Missouri or Illinois, but was built and operated as an independent instrument of interstate commerce. Prior to the erection of the Eads Bridge, the "Wiggins Ferry" owned and operated car transfer boats across the river and railroad tracks on both sides of the river. The roads terminating in Illinois and Missouri having no proprietary or other interest in the "Eads Bridge," and having direct rail connection in Illinois and Missouri with the tracks of the Wiggins Ferry Company, used the Wggins car transfer boats to conduct the interstate commerce passing through the St. Louis gateway.

The "Eads Bridge" Company defaulted in payment of the interest on its bonds, and in 1879 passed under

foreclosure proceedings to the St. Louis Bridge Company, which now owns it. The St. Louis Tunnel Railroad Company, defaulting in the payment of interest on its bonds, also passed under foreclosure proceedings in 1878 to the Tunnel Railroad Company of St. Louis, which company now owns the tunnel property. Exhibits, Vol. 19 p. 3328.

TUNNEL RAILROAD.

The St. Louis Tunnel Railroad Company was organized in 1872 to construct a railroad through the tunnel from the western terminus of the "Eads Bridge" to a connection with the Missouri Pacific, or any other railroad. Exhibits, Vol. 19 p. 3327.

UNION RAILWAY AND TRANSIT CO.

In April, 1874, two independent railroad companies were organized in Missouri and Illinois and designated respectively the "Union Railway and Transit Company of St. Louis," and the "Union Railway and Transit Company of Illinois," and these companies proceeded to build railroads in Missouri and Illinois with the object of making connection, by rail, by means of the Eads Bridge, between the eastern railroads terminating in Illinois and the western roads terminating in Missouri, but these two corporations were not owned by, but were independent of, the railroads terminating in either State and were also independent of the Eads Bridge.

POOLING AGREEMENT BETWEEN TERMINAL RAILROAD ASSOCIATION AND THE WIGGINS FERRY COMPANY.

The Terminal Railroad Association and the Wiggins Ferry Company being engaged in the same business in the same territory formed a combination and agreed on certain fixed rates to be charged for the interstate haul between the eastern roads in Illinois and roads in St. Louis, Missouri. Record, Vol. 2, pp. 84-85.

Regular statements of the joint earnings were kept by the carriers of the pool. Record, Vol. 2 pp. 103-117.

MERCHANTS BRIDGE.

This state of affairs existed at the time when we find that ex-Governor David R. Francis headed a movement of the merchants of St. Louis and demanded that relief be given from the situation; this will be seen in the testimony of Governor Francis, Vol. 2 of the Record, pages 34 to 69. Governor Francis, the Merchants Exchange and the business men generally of the City of St. Louis banded together and appealed to Congress for a franchise to erect a bridge over the Mississippi River, which was granted, **and it was erected as a competing instrument of interstate commerce.** Governor Francis says on page 35 of Vol. 2, of the Record, that one of the reasons why this relief was sought was because the people of St. Louis objected to the expense of the haul from St. Louis to the termini at East St. Louis, thinking it too great and feeling that it should be reduced. There was inserted in the Charter of this

Merchants Bridge by Congress of the United States at the request of the merchants of the City of St. Louis the provision that no person who was a **stockholder,** director or manager in any other bridge over the Mississippi River should be a stockholder, director or manager of the Merchants Bridge. The specific clause was as follows, and will be found in

Vol. 19 of Exhibits, page 3170:

> "Section 11. That whereas, a principal reason for giving authority to build a bridge herein contemplated is to secure reasonable rates and tolls for corporations and individuals, for passing over the same, the St. Louis Merchants Bridge Company, or its successors or assigns, shall not agree or consent to the consolidation of this bridge with any other bridge across the Mississippi River, or to the pooling of the earnings of this bridge company with the earnings of any other bridge company on said river. Nor shall any person who is or may be **a stockholder or director or manager** of any other bridge over said river be a stockholder or director or manager of the bridge herein provided for; **provided,** that if this provision of this act shall at any time be violated in any of these particulars, such violation shall, without legal proceedings, at once forfeit the privilege hereby granted, and such bridge shall become the property of the United States, and the Secretary of War shall take possession of the same in the name and for the use of the United States."

On pages 39 and 40 of Vol. 2 of the Record, Governor Francis testified that the reason for having this clause inserted **was to prevent the bridge from being**

purchased by the same people who owned the Eads Bridge, and that the object of the Merchants Bridge was to maintain it as an independent structure across **the river, to operate independent transportation facilities at St. Louis, and that competition was what the St. Louis merchants desired and they wanted the haul made from the termini of the road from East St. Louis to St. Louis without extra cost.**

This Act of Congress was amended September 1st, 1888, before the bridge was completed, by striking out certain words, so that the amended section permitted an acquisition of the ownership of the Merchants Bridge by persons interested in other bridges across the Mississippi River.

This was done to permit the sale of the bridge stock and thus transfer the control of it to some other Bridge Company or its stockholders, to acquire control of the Merchants Bridge.

Governor Francis, in Vol. 2 pages 40, 41 and 43 of the Record, testifies that it was **not until 1893 that** he discovered that this amendment had been made to the charter of the Merchants Bridge, although the Governor was Chairman of the Finance Committee of this corporation. This admission of Governor Francis, which is undisputed, shows **that the fact of the amendment was not known generally to the people of St. Louis.** The Merchants Bridge was completed and opened in 1890 and operated between St. Louis, Missouri, and Venice, Illinois. The Merchants Bridge owned a franchise to operate a railway between Venice, Illinois, and the Union Depot in St. Louis. Vol. 2 of Record, p. 36.

Wiggins Company, Terminal Company and Merchants Terminal Company Pool.

After the Merchants Bridge and Terminal Railway was completed, rates for the interstate haul between the termini in Illinois of the Eastern roads and St. Louis, Missouri, were **cut b ythe Merchants Company.** See Record, Vol. 2 page 86.

This rate cutting was followed by **an agreement** between the three companies, the Merchants Company, the Wiggins Company and the Terminal Company, for **a divison of the earnings** of the three roads **on a tonnage** basis, for the traffic carried between **the termini of the Eastern railroads in Illinois and St. Louis, Mo.** This will be shown by the testimony of the President of the Wiggins Company in Record, Vol. 2 page 86; also by the testimony of the man who had charge of the records of the pool. Record, Vol. 2 pages 112 to 122, and 86, 180, 181, 183.

On pages 3103 and 3104, Vol. 9 of the ~~Record~~ Exhibits will be found exhibits showing the statement of joint earnings, as kept by the Commissioner of the Pool.

These pooling agreements are offered in evidence and referred to for the purpose of showing the object and intent of the persons and corporations in forming and operating the Terminal Railroad Association.

These pooling agreements are an aid in discovering the intent and purpose in combining under one control all of the instruments of interstate commerce used in moving freight and passengers between the termini of the eastern railroads in Illinois and St. Louis, Mo.

St. Louis Merchants Bridge Terminal Railway Company.

Before the Merchants Bridge had been opened, on August 28th, 1887, the St. Louis Merchants Bridge Terminal Railway Company had been organized to operate a railroad over and from the Merchants Bridge to a connection with railroads in Missouri and Illinois. This company finally built the present elevated railroad structure along the river front in St. Louis, Missouri.

LEASE OF MERCHANTS BRIDGE.

On February 1st, 1889, the Merchants Bridge Company leased the bridge to the Merchants Bridge Terminal Railway Company, the lessee agreeing to pay as rental the interest on $2,000,000 of six per cent bonds of the Bridge Company. This lease was canceled August 1st, 1893, and a new lease exactly similar was made to the Madison, Illinois and St. Louis Railway, which corporation was organized to and did construct a railroad from the east end of the Merchants Bridge in Illinois to Granite City, Illinois. Exhibits, Vol. X9 pp. 3333-3334-3335.

An agreement was made whereby the Missouri, Kansas & Texas, and the Chicago, Burlington & Quincy railroads used the elevated structure before referred to, in order to get into the Union Station.

TERMINAL COMPANY ACQUIRES CONTROL OF MERCHANTS COMPANY.

On August 17th, 1893, an agreement was made between the Terminal Railroad Association and the Mer-

chants Bridge Terminal Railway Company whereby the Terminal Association acquired $438,400 of the capital stock of the Merchants Company, giving it with what it already owned a majority of the capital stock of the Merchants Bridge Terminal Railway Company. As the Merchants Terminal Railway Company controlled the stock of the Merchants Bridge, so this gave the Terminal Railroad Association the control of both the "Eads" and the "Merchants" Bridges. Exhibits, Vol. 8, page 3332.

The Merchants' Bridge Terminal Railway Company owned all the stock of the Merchants Bridge Company and of the railroad reaching the east end of the Merchants Bridge, namely, the Madison, Illinois and St. Louis Railway Company.

The Madison, Illinois and St. Louis Railway connected the east approach of the Merchants Bridge with the East St. Louis Belt Railroad and roads entering East St. Louis from the north.

On September 1st, 1890, for the purpose of making connection with the Eads Bridge in Illinois, the Merchants Bridge Terminal Railway leased in Illinois the Venice and Carondelet Belt Railroad.

These connections in Illinois gave the Merchants Bridge access to all the eastern roads.

GUARANTY CONTRACT OF 1902, IN DIRECT RESTRAINT OF INTERSTATE COMMERCE.

In the process of combining under the control of the Terminal Railroad Association the various interstate agencies of commerce that had been independent, contracts were made from time to time intended to aid in eliminating competition. One of these contracts, known

as the "Guaranty Contract," found at p. 1868, Vol. 8 of the Exhibits, prohibits **the admission of new companies except by unanimous consent** of all the proprietary roads.

ROCK ISLAND'S FIGHT TO GET INTO ST. LOUIS AND SALE OF WIGGINS FERRY COMPANY.

In 1902 the Rock Island road wanted to enter St. Louis from the east. To do so it tried to buy the Wiggins property. The Wiggins Company then owned three miles of the river front in Illinois opposite St. Louis, Missouri, and which land lay between the termini of the eastern roads and the river.

When the Terminal Railroad Association found the Rock Island was trying to buy the stock of the Wiggins Ferry Company, the Terminal Association sent its banker and brokers to get control at any price of the majority of the Wiggins Ferry Company stock. The result was, Wiggins shares, worth really about $300.00 each, were sold for as high as fifteen hundred dollars per share.

The purchase was made to prevent a **so valuable property from falling into the hands of a competitor.** The usual result followed., i. e., the Rock Island and the Terminal Association got together and arranged for the Rock Island to be admitted to the Terminal Association, and the Wiggins property was transferred to the Terminal Company and an additional issue of Terminal Association bonds was put forth and sold, and the Rock Island and the Terminal Company were repaid with the proceeds of said sale the seven millions of dollars that had jointly been expended by the two companies while the Terminal was trying to keep the

Rock Island out of St. Louis and the Rock Island was trying to get into St. Louis.

Bonds of the Terminal Association to the extent of fifty millions of dollars have been authorized, and twenty-eight millions of dollars have been issued. This twenty-eight million has paid for all the property of the company and made all the improvements thereon.

Another clause of the same contract made in 1889 (and agreed to by the Rock Island in the contract of December, 1902), admitting said last named road to the Terminal Railroad Association, bound all the roads **to forever** make use of the Terminal Railroad Association properties for all passenger and freight traffic within their control on their fifty thousand miles of road, destined **through, to and from St. Louis,** Missouri, and destined to cross the Mississippi River at St. Louis, and pay therefor as therein provided. Exhibits, Vol. 8, p. 1861.

RESULT OF COMPLETE MONOPOLY BY FOURTEEN RAILROADS OF INSTRUMENTS OF INTERSTATE COMMERCE AT ST. LOUIS.

The result of this combination of the instruments of interstate commerce under the control of the Terminal Railroad Association was that the fourteen proprietary lines acting jointly through their dummy company, the Terminal Railroad Association, fixed the freight rates to East St. Louis, Granite City and Madison, Illinois, and the City of St. Louis, Missouri, and collected through the Terminal Railroad Association a specific rate and charge for the interstate traffic between points last above named and the City of S. Louis, Missouri, and compelled the people and the business interests of

St. Louis, Missouri, to pay the original cost of and the operating expenses of the Terminal Railroad Association in addition to the usual and ordinary freight charges.

The practical result of this has been to drive manufacturers away from St. Louis and many have dismantled their plants in St. Louis and moved into Illinois and cities in that state have had their growth stimulated at the expense of St. Louis. Granite City, Madison and East St. Louis, Illinois, owe practically all their population and business and, in fact, existence, to the combination and monopoly of the agencies of interstate commerce controlled by the fourteen roads with its resulting discrimination against St. Louis, Missouri. Fourth Municipal Bridge and Terminal Report, pages 4, 5 and 8.

To make the burden more onerous to St. Louis people and shippers, a charge for the haul between the termini of the eastern roads in Illinois and the City of St. Louis, Missouri, or the termini of the western roads in St. Louis, Missouri, was not imposed directly upon any shipper or receiver of freight passing through St. Louis either way and destined to points one hundred miles beyond St. Louis. But freight originating in St. Louis and destined to points east of St. Louis had to be shipped over the Terminal Association's property or hauled to East St. Louis, Granite City or Madison, Illinois, and then reshipped to the point of destination.

All railroad rates from the Atlantic seacoast were based upon Chicago, and a rate was never made to St. Louis, Missouri, but to East St. Louis, Illinois. This was the end of the haul of the eastern roads. The East St. Louis, Illinois, rate was made by taking the

rate from New York to Chicago as a basis and then it was figured that sixteen per cent of the amount charged for the haul from Chicago to New York should be added to the rate from New York to Chicago, and this would be **the New York to East St. Louis rate.** The Terminal Association then charged its published rate, according to its classified freight traffic for the haul from East St. Louis, Granite City or Madison, Illinois, to St. Louis, Missouri.

On all **through business coming from the east** the railroads extending west from St. Louis, Missouri, absorbed the charge for the haul from Illinois to the termini of the western roads in Missouri.

The result of this practice has been to create in Illinois a difference in freight rates greatly in favor of the towns on that side of the river as compared with any suburban or similarly situated towns near any other city in the country, a difference amounting on general merchandise to four cents per hundred weight (that being the cost of crossing the river both ways), and this advantage being over the City of St. Louis. The practical result of this policy has been to stimulate the growth of East St. Louis and other Illinois cities at the expense of St. Louis, Missouri, to such an extent that it has greatly crippled the development of St. Louis, especially along manufacturing lines. The fact is, that the cities in the State of Illinois have all of the transportation facilities that the City of St. Louis has, and many advantages that the latter does not have. (Fourth Municipal Bridge and Terminal Report, pp. 4, 5 and 8.)

After this action was instituted a commission was appointed by the City Government of St. Louis, Missouri, called the "Municipal Bridge and Terminal Com-

mission," with the avowed object of securing some relief for St. Louis from the railroads. This Commission appointed Mr. Perkins as a Railroad Traffic Expert to advise it. The defense put him on the stand as their witness and his testimony will be found bound separately in Volume 4 of the Record. This expert railroad traffic witness for the defense admitted on pages 2794-95, Volume 4 of the Record, **that the monopoly of the Terminal Railroad Association of interstate business restrained the interstate traffic and injured** the business interests of St. Louis, Missouri, and gave cities in Illinois an advantage over St. Louis, Missouri, in the manufacturing business.

The record teems with demonstrations of still further injurious and direct influences of the combination upon interstate commerce.

Thus upon Coal Traffic. The largest deposits of soft coal in the Mississippi Valley are in Illinois within a short distance of St. Louis, Missouri. The largest item of freight from the East coming into St. Louis, Missouri, is soft coal, amounting in 1907 to eight millions of tons. All of the eastern roads are coal carrying roads. For many years the rate on soft coal from the mines within a distance of from 25 to 40 miles was 25 cents per ton to East St. Louis, Illinois; then the coal was delivered to the Terminal Railroad Association and it charged for a haul across the river 30 cents per ton, the two rates making 55 cents per ton freight rate to St. Louis for soft coal, as against 25-cent rate for the same article to East St. Louis, Granite City and Madison, Illinois. This drove manufacturers into Illinois. Later the Wabash road forced a reduction of the haul across the river to 20 cents per ton. Record, Vol. 4, page 2471.

But to make up for this reduced charge of 10 cents per ton across the river, the proprietary lines in the Terminal Association increased the rate from the coal mines to East St. Louis, Illinois, from 25 cents to 40 cents per ton. Record, page 2929. And later 2 cents per ton more, page 2930, was added, making instead of a reduction on coal from the Illinois mines to St. Louis, an increase of 17 cents per ton.

"COAL POOL."

Many years ago the St. Louis Coal Pool was formed by the railroads. After the decision in the Joint Traffic Assocation case the name was changed to the St. Louis Coal Traffic Bureau, as it is now called. Its sole object was to suspend competition between the railroads in coal rates from the Illinois coal fields, most of which are in a very short distance from St. Louis, Missouri, to the St. Louis market. The association had a secretary, whose name is R. M. Frazer. It held its meetings in St. Louis, Missouri. This association was composed of representatives of each of the coal carrying roads and the Tunnel Association. All of the proprietary lines in the Terminal Association were members of the Coal Traffic Bureau. When a rate had been agreed on a circular called "An Information Circular" would be issued and sent to all the railroads. This circular contained the rates to be charged from all the Illinois coal mines to East St. Louis, Illinois. If a road cut the rate, a meeting was called and usually the roads were powerful enough to force a return to the agreed rate. The average coal car will now carry about forty tons. Twenty cents per ton freight over the river makes $8.00 per car for the transfer charge. This Coal

Traffic Bureau kept an accurate account of all shipments of coal by each road, and issued to its members statements of the same, and in general kept a supervision over the coal traffic into St. Louis from the Illinois coal fields.

Delays. The evidence shows that goods from Chicago, Illinois, would be delivered to towns in Illinois only 50 to 75 miles from St. Louis, Missouri, 24 to 48 hours sooner than goods of the same character ordered at the same time from St. Louis, Missouri. Record, Vol. 2, p. 295. These delays caused the St. Louis merchants and manufacturers to haul their goods by wagon to the State of Illinois, and deliver them to the Eastern roads. Record, Vol. 2, pp. 224-225.

The lack of facilities of the monopoly caused delays.

Dividends and Interest Paid by the Terminal Railroad Association. The testimony shows that the fourteen proprietary companies are using the Terminal Railroad Association as a dummy company, through which to operate an instrument and agency of interstate commerce. They have not invested a dollar in the Terminal Railroad Association, either in the States of Illinois or Missouri, and do not pay any of the expense of maintaining the agencies of interstate commerce in the two States; but by reason of the control of the stock of the Terminal Railroad Association, and the fixing of freight rates for interstate commerce between Illinois and Missouri, at St. Louis, Missouri, and East St. Louis, Illinois, have caused the public to pay all of the expense of maintaining and operating these properties. In addition thereto, dividends on stock and interest on bonds, amounting to $1,100,000 in the primary consolidated corporation, and also interest on

twenty-eight millions of bonds issued by the Terminal Association have been paid, and are now being paid, and improvements in the property are also made with the earnings of the property controlled by the fourteen companies through the agency of the Terminal Railroad Association.

THE ARBITRARY.

The charges made by The Terminal Railroad Association for hauling freight in general from St. Louis, Missouri, to the termini of the Eastern roads in Illinois and from the termini of the Eastern roads in Illinois to St. Louis, was about two cents per hundred pounds each way. The haul was simply across the river. The charge fixed was an **arbitrary** one, varied on different classes of freight. This charge is what is known as "The Arbitrary."

No freight from the east or foreign countries could be shipped **and billed to St. Louis, Missouri**, but it was all shipped **and billed to East St. Louis, Granite City or Madison, Ill.**

No freight could be billed **from St. Louis** to pass over roads **leading east to the Atlantic coast, north to the lakes or south to the Gulf. No St. Louis Bill of Lading was issued on this eastern business.**

If goods were shipped from **East St. Louis, Ill., or points East of Mississippi River to points west of St. Louis, no charge for the haul from East St. Louis, or points East of the Mississippi River, was made; but if goods were shipped to the same points from St. Louis westward, the same rate had to be paid as though it had been shipped from East St. Louis**—in other words, no charge for the use of the properties of the Terminal Railroad Association crossing the river and mak-

ing the haul from the termini of the **eastern** roads in Illinois to **the termini** of the western roads in **Missouri** was made for shipments originating in East St. Louis and points beyond East St. Louis, and destined to **points west of St. Louis.** But if shipments originated in St. Louis, Missouri, bound eastward, or originated on the Atlantic seacoast or in Europe or the Great Lakes, and were destined to St. Louis, Missouri, **they could only be billed to East St. Louis, Granite City or Madison, Ill.**

No Bill of Lading could be issued to St. Louis, Mo. When the goods got to East St. Louis, Granite City or Madison, Illinois, **they were re-billed to St. Louis and an independent charge was made for the interstate haul between East St. Louis, Granite City or Madison, Ill., and St. Louis, Mo.**

The result of this **has been to drive factories** from **St. Louis to East St. Louis to such an extent** as to injure the growth of St. Louis, Mo., along the manufacturing lines.

The situation as set forth in the preliminary report of the Bridge & Terminals Commission (copies of which are filed as part of the record in this case) at pages 4 and 5 is as follows:

"The City of St. Louis has for many years been struggling to free itself from what is known as the bridge arbitrary * * * the transportation companies have fixed a rate from East St. Louis and compel the business interests of this city **to pay the costs and operating expenses of the Terminal Railroad Association by means of this bridge arbitrary** * * * to make the burden more onerous for St. Louis shippers, the bridge charge is **not imposed directly** on the receiver of freight **outside of the City of St. Louis**, in the

State of Missouri, when such merchandise passes over the Terminal * * * the result of this practice has been to give shippers on **the east side of the river a difference very greatly in their favor,** as compared with that of any St. Louis shipper, the difference amounting on general merchandise to 4c per 100 lbs., that being the cost of crossing the river both ways, **the disadvantage being all to the City of St. Louis.** At the same time the City of East St. Louis is given all facilities without any bridge expense whatever, the west side roads assuming the cost of transfer in car-loads (and less than car-loads over the St. Louis Transfer Co.) from East St. Louis to points **west** of St. Louis, and whichever direction the freight may go from St. Louis, **either east or west,** East St. Louis is **given the advantage of the bridge charges.** The result of this policy has been to stimulate manufacturing in East St. Louis at the expense of this city to such an extent as to greatly hinder the growth of this city along manufacturing lines."

EFFECT OF COMPETITION ON CHARGES OF RAILROADS.

There was one exception, however, to this matter, so far as freight rates are concerned, and that is what is known as **the Green Line teritory,** being that territory lying **south of the Ohio River, east of the Carolinas and Georgia and extending south to the Gulf.** At Memphis, Tennessee, a railroad bridge was built and freight was allowed to pass over it without any extra charge, the bridge being used as part of the main line of the road, as it should be. Railroads running from St. Louis, Mo., down to a point where a

connection could be made with the tracks crossing the bridge at Memphis on the west bank of the Mississippi River caused Eastern lines extending Southeastwardly **from East St. Louis, Illinois, to ship from St. Louis, Mo., to that Green Line territory free of extra charges for haul from St. Louis, Mo., to East St. Louis, Ill., owing to this competition of the Memphis bridge.** In other words, if a shipment made from St. Louis, Missouri, going forty miles from St. Louis, in Illinois, the arbitrary charge of two cents per hundred pounds for haul from St. Louis, Mo., to the termini of the Southeastern roads would be made. But if the shipment was made from St. Louis, Mo., over the **same** line to a point near Memphis, Tenn., or to Memphis, or beyond Memphis, **no charge would be made for the haul from St. Louis, Mo., to the termini of the Eastern or Southeastern road that carried the shipment.**

WHY THE TERMINAL RAILROAD ABSORBED ITS COMPETITOR.

Fight of Rock Island Railroad to secure entrance into St. Louis and for Control of Wiggins Co.

In 1902 the Rock Island road attempted to buy control of the Wiggins Company. The Wiggins Company then owned tracks in Illinois reaching **every eastern** railroad and connecting with the ferries of the Wiggins Company. It also had a track on the levee in St. Louis, Mo., for almost the entire distance of the city front on the river.

The Wiggins Company had connection with **every railroad in Missouri and Illinois carrying St. Louis traffic. It had better facilities for handling business in**

Missouri and Illinois than the Terminal Railroad Association possessed.

This was shown by the testimony of a traffic expert placed on the stand by **the defendants.**

This witness testified the Wiggins had more **complete** connection with the individual roads than the Terminal Association had. That the connection of the Wiggins in both states was more **direct and complete** than the connection of the Terminal Association. See Record, pages 2746 and 2747.

Mr. Ramsey, President of the Wabash road, (one of the owners of the Terminal Association) testified when he learned the Rock Island wanted to enter St. Louis and was buying Wiggins stock that he told Mr. Gould, President of Missouri Pacific and Iron Mountain Railroads, (both part owners of the Terminal Association) that the Gould lines could well afford to purchase the Wiggins to **prevent such a valuable property from passing into the control of a competitor.** Record, page 249.

Mr. Gould then sent a telegram to Mr. Walsh, at St. Louis, Mo., Chairman of the Board of Directors of the Terminal Railroad Association, directing him to buy the control of the Wiggins Company; and a fight for control opened, and the stock, which had never sold for more than $300 per share, sold as high as $1500 per share.

The result was a drawn battle, control of the stock being claimed by both the Rock Island and Terminal Company, and was finally settled by an agreement by which the Rock Island road became a member of the Terminal Association, and the stock bought by the Rock Island and the Terminal was all divided up equally between the Rock Island and the other thir-

teen roads owning the Terminal Association; and then the usual railroad financial operation was performed, and the bond indebtedness of the Terminal Association was increased and seven millions of dollars of bonds sold, and the seven millions of dollars was paid to the Rock Island and the other roads to reimburse them for money expended for stock in the contest for control of the Wiggins property.

The new mortgage of December, 1902, of the Terminal, covered the Wiggins Ferry property as well as the Terminal property. The fourteen railroads now owned the stock of the Wiggins Company and had been reimbursed from the sale of bonds for the outlay of money for the Wiggins stock, and the only competitor of the Terminal Association passed into its control, and is operated, and has been since 1902, as a part of the Terminal Association by the fourteen railroads.

These facts appear from the testimony of Mr. Walsh, Chairman of the Board of Directors of the Terminal Association, and Mr. Vinnedge, its Auditor. Record, Vol. 4 pages 2282, 2283 and 2273, and Vol. 2 480, 481 and Vol. 4 2421 to 2445.

But before the Rock Island was admitted to membership, and after fight for control of Wiggins Company, the Southern, the Illinois Central, Burlington and M. K. & T. also agreed to join the Terminal Association, and all the roads signed what is known as "The Guaranty Agreement of 1902."

Control of Conlogue Road Secured by Terminal Railroad Association.

Prior to 1902, the Pennsylvania Company had built a road known as the "Conlogue" road, extending

southward from a connection with the railroads in Illinois to a point on the Illinois side of the Mississippi River, where connection was made with a car transfer ferry in South St. Louis operated by the Missouri Pacific Railway Company. Over this line several hundred freight cars were sent daily by ferry by the Pennsylvania Railroad across the Mississippi River. This haul was made at the rate of $2.00 per car. This was about one-third of what the Terminal charged for the same haul.

Mr. Walsh testified the Terminal bought the "Conlogue" road, six miles in length, and paid $1,250,000 cash for it from the proceeds of the sale of bonds authorized and issued after the Wiggins Company passed into the hands of the Terminal Company. Record, pages 500, 501 and 2282.

The record shows the "Conlogue" quit delivering cars to the ferry in South St. Louis, and the ferry ceased to operate in 1902 or 1903. Record, page 2323.

GUARANTY AGREEMENT.

The Guaranty Agreement of 1902 in express words **restrained forever the movement of all commerce crossing the Mississippi at St. Louis and handled by the fourteen railroads, to the use of the properties of the Terminal Railroad Association.**

This agreement will be found in Record, pages 1930, 1939.

On Record, page 1936 will be found the specific provision referred to. It is as follows:

"(a) The proprietary Companies **will forever make use of the properties of the Terminal Association** granted under said agreement of October 1, 1889, for

all passenger and freight traffic **within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.''**

This agreement undertakes **to perpetuate** for all time by express contract the arbitrary charge for the interstate haul between the termini of the Eastern roads in Illinois and St. Louis, Mo.

In express terms, it is a contract **restraining forever the movement of all traffic through, to and from St. Louis, Mo., over the fifty thousand miles of railroad of the fourteen companies to the use of a particular and specified instrument of interstate commerce,** i. e. **the properties of the Terminal Association.** It **excludes** the use of all other instruments of interstate commerce **forever.** It is **a complete monopoly.**

The old pool agreement was followed by the purchase of stock of competitors, and now the competitors and the owners of the fourteen railroads contract that, not only the business to or from St. Louis, Mo., but **all business originating anywhere on** their lines and **passing** through St. Louis shall **forever use** the **properties** of the Terminal Association.

There are 40 million of people tributary in a traffic sense to their railroads and all their present and future interstate commerce is restrained by this agreement.

TRAFFIC ASSOCIATION.

The railroads have, for the purpose of traffic, divided the Republic into different territories, and each is under the jurisdiction of a Traffic Association.

Each Association has a Chairman and Secretary, and maintains an office, and the railroads pay the expenses.

The object and purpose of these Associations is to fix and maintain freight and passenger rates.

The "Central Traffic Association," with offices in Chicago, has charge of territory extending from the Ohio River on the South, to the Great Lakes on the North, thence to a point westward in the State of Iowa, and around the lakes eastward to Pittsburg, and southward to the Ohio River.

Under the direction of the "Central Traffic Association" the railroads, including those owning the Terminal Association and the Terminal Railroad, came together at St. Louis and formed the Eastbound Freight Committee, for the purpose of maintaining freight rates fixed by the Central Traffic Association.

The East-Bound Freight Committee deal with interstate feright rates.

All these Traffic Associations are clearly in violation of the Sherman Antitrust Act under the decision in the Trans-Missouri case and the Joint Traffic Association case.

But the membership of the fourteen railroads and of the Terminal Association itself in these traffic organizations to fix interstate rates is referred to for the purpose of showing that the Terminal Railroad Association is used as an instrument of interstate commerce by its owners, and is looked on by them as a carrier of interstate traffic, and not merely as an aid to interstate commerce. In these Traffic Asosciations it agrees to, and does, maintain certain fixed interstate rates for freight. This shows the intent and the purpose, and the use to which this combination of railroads known as the Terminal Association of St. Louis, puts the property of said Association, and it proves conclu-

sively that the combination is used **to maintain** a monopoly **of interstate commerce** at St. Louis, Mo.

The character of these Traffic Associations and their control is shown completely by the Coal Traffic Asosciation. Record, pages 702, 751.

And of the Louisville-Cincinnati Traffic Association in Record, pages 815, 882.

BRIEF.

UPON THE UNDISPUTED EVIDENCE—THE ESTABLISHED FACTS,—THE COMPLAINANT SHOULD HAVE A DECREE.

The record shows a plain violation by the defendants of the **Act of July 2nd, 1890—"An Act to protect trade and commerce against unlawful restraints and monopolies."**

Familiar as the Judges are with the provisions of the statute, the counsel for complainant, at the outset, apologize for intruding upon the Judges suggestions and propositions which may justly be considered by the Judges as wanting in novelty as are household words.

Counsel however submit:

1. Every contract, combination in the form of trust or otherwise, or conspiracy, in undue restraint of trade or commerce among the several States or foreign nations, is illegal.

Act July 2nd, 1890, Section 1.

2. Monopolizing, or attempting, combining or conspiring to monopolize interstate or foreign trade or commerce is illegal.

Act July 2nd, 1890, Section 2.

CERTAIN FUNDAMENTAL CONSIDERATIONS CONTROL.

1. The statute is aimed at restrictions upon

interstate commerce. Given a reasonable construction as it must receive, its purpose is to permit commerce between the States and with foreign nations to flow in their natural channels "unrestricted by any combinations, contracts, conspiracies, or monopolies whatsoever."

Hopkins v. United States, 171 U. S. 586;
Loewe v. Lawlor, 208 U. S. 274.

2. Combinations between competing railroads engaged in interstate commerce to unduly restrain commerce and combinations between **media** or instruments of interstate commerce fall within the prohibition of the Act.

United States v. Trans-Missouri Freight Association, 166 U. S. 319;
United States v. Joint Traffic Association, 171 U. S. 505;
Addyston Pipe, Etc. Co. v. United States, 175 U. S. 244;
Northern Securities v. United States, 193 U. S. 197;
Anderson v. United States, 171 U. S. 604;

Standard Oil v. United States Advance Sheets; opinions of United States Supreme Court, p. 516, No. 12, date June 15th, 1911.

4. To monopolize interstate commerce or the media, or instruments of interstate commerce is to secure, or adopt measures which may bring about an exclusive **control** of such commerce or of such instruments of commerce so as **to prevent others**

from engaging therein, or using such instruments of commerce.

In re **Green**, 52 Fed. 115;

Northern Securities Co. v. United States, 193 U. S. 197, 402;

United States v. American Tobacco Co., 164 Fed. 700.

United States v. Knight, 156 U. S. R., p. 1.

5. It is not necessary to bring a combination within the Act, that the result of its operation shall be complete restraint or monopoly, or that it shall have resulted in actual injury to the public. It is sufficient if it really tends to that end and to deprive the public of the advantages which flow from free competition.

United States v. Chesapeake, Etc., Fuel Co., 115 Fed. 610;

United States v. E. C. Knight Co., 156 U. S. 16;

Northern Securities Co. v. United States, 193 U. S. 197;

Chattanooga, Etc. Works v. Atlanta, supra.

6. **The Terminal Association** is necessarily engaged in interstate commerce.

United States v. Union Stock Yards, 161 Fed. 919;

United States v. Colorado, Etc. R. R., 157 Fed. 321;

United States v. R. P. T. Co., 144 Fed. 861.

THE CASE AT HAND AND IN CHRONOLOGICAL SEQUENCE.

1. **The Wiggins Ferry Company**, chartered by the State of Illinois. Before the day of railroads operating a steam ferry between "Bloody Island", Illinois, and the City of St. Louis, Missouri. After the advent of railroads, in time, transferring cars, carrying freight and passengers from the eastern termini of railroads to St. Louis or to railroads operating westward, or north or south from St. Louis, these railroads, however, never reaching the eastern bank of the river with tracks of their own.

At no time, either at the beginning or at the end of its connection with interstate commerce as an independent medium, was it a part of a terminal system for railroads, but on the contrary at all times it was an independent, and as time went on, a competing medium or instrument of interstate commerce. When bought by the defendants, it had upon both sides of the river a complete system of its own, which was not terminal in any sense, but which was an adequate, competitive and substantial instrumentality of interstate commerce.

2. The **St. Louis bridge—known as the "Eads Bridge."**

Originally the creation of both Illinois and Missouri in the year 1874, and employed independently for **purposes of interstate commerce,** competing with the **Wiggins Ferry Company** and in no sense a part of a system of terminals. It did not connect with the rails of any railroad.

In 1878, then being operated by the **Union Rail-**

way and Transit Company and the Terminal Railroad of St. Louis under a lease, it was acquired by the **St. Louis Bridge Company**, a Missouri corporation, and continued to be operated as theretofore under the lease until 1880 when the **Union Railway and Transit Company and the Terminal Railroad Company** were consolidated under the name of the present defendant "**The Terminal Railroad Association of St. Louis**," which secured a new lease of the bridge properties, under which it proceeded to operate them, and under which it now operates them.

The **Union Railway and Transit Company and the Terminal Railroad** owned and operated railroads so connected as to form a continuous line over the "Eads Bridge" and they were being operated as an instrument of interstate commerce in competition with the **Wiggins Ferry Company**, when the consolidated defendant was created. Consolidated defendant composed of two railroad corporations and necessarily itself a railroad corporation, consolidated into "**one railroad company.**"

At the creation of the consolidated company its capital stock was $7,000,000 owned by **seven** of the "**proprietary companies**" defendants herein. Subsequently this capital was increased to $50,000,000, divided into 50,000 shares of the par value of one hundred dollars each, and by contracts made after August 17th, 1893, **28,820** shares were bought by **fourteen "proprietary companies"** now defendants herein.

The Guaranty Agreement.

December 16th, 1902, the fourteen "proprietary"

defendants made with each other and the **Terminal Railroad Association** an agreement entitled "**Guarantee Agreement**" wherein it was recited that at the instance of the "**proprietary companies**" (so designated), the **Terminal Association** was about to issue bonds limited in extent of issue to $50,000,000 and to secure such bonds by a mortgage upon **all** of its properties. It was **agreed** that the rates of toll for the use of properties of the **Terminal Association** should be fixed from time to time by the Association so as to pay certain designated charges.

The "proprietary companies" agreed to **forever** use the properties of the Terminal Association for "**all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.** The tariff rates were agreed to be so fixed as to **insure** the production of **sufficient revenue at all times** to enable the Terminal Association to punctually meet and discharge the **fixed charges specified in the guaranty agreement.**

Reference being had to an earlier agreement—October 1st, 1889—with **five** of the "proprietary companies" whereby they agreed with "each other and with such other companies as might be admitted as proprietary lines" to the joint use of the properties of the Association, the agreement recited the admission of the remaining "proprietary companies" and thus evidenced a complete and exclusive control by the "proprietary companies" now parties defendant.

GUARANTY AGREEMENT MADE IN 1902 BY FOURTEEN DEFENDANT RAILROADS, RESTRAINING INTERSTATE COMMERCE FOREVER TO PROPERTIES OF TERMINAL RAILROAD ASSOCIATION.

This Guaranty Agreement provided (Exhibits, Vol. 8, p. 1936) "The proprietary companies will forever make use of the properties of the Terminal Association granted under said agreement of October 1st, 1889, for all passenger and freight traffic within their control, through, to and from St. Louis and destined to cross the Mississippi River at St. Louis."

The 1902 agreement expressly refers to and recognizes the agreement of October 1st, 1889. Exhibits, Vol. 8, pp. 1931 and 1932.

Directors and officers of Terminal Association were named and determined in advance by the agreement of October 1st, 1889, and the Exhibit "A" attached said agreement.

Exhibits, Vol. 8, p. 1850, 7th clause, Agreement and Exhibit, Vol. 8, p. 1861, 3rd clause "A", and first paragraph of clause 4 of Exhibit "A" attached as part of the Agreement of October 1st, 1889. In the Guaranty Agreement of 1902, railroads were compelled to insert clause restraining commerce to Terminal properties because the agreement of October 1st, 1889, made the right to the possession and control of the stock of the Terminal Association dependent upon the defendant railroad companies signing the agreement **to forever use** the Terminal properties for interstate commerce.

Exhibits, Vol. 8, sixth clause of agreement of 1889; Exhibits, Vol. 8, pp. 1849 and 1850.

Fourteenth clause of Exhibit "A" attached to said agreement of October 1st, 1889, Exhibits, Vol. 8, p. 1867.

The Agreement of October 1st, 1889, prohibited the transfer of stock of the Terminal Railroad Association to anyone except railroad companies signing the agreement **to forever** use the Terminal properties for interstate commerce.

Sixth clause of Agreement of 1889, Exhibits, Vol. 8, pp. 1849 and 1850.

The railroads were prohibited by the agreement of October 1st, 1889, from assigning any right acquired under the said contract.

First paragraph of Exhibit "A", Exhibits, Vol. 8, p. 1860.

The Guaranty Agreement of 1902 recognized and continued the obligation of the Agreement of October 1st, 1889, prohibiting transfer of any right acquired under the last named contract.

Exhibts, Vol. 8, p. 1932.

By the consolidation which created the defendant, "**The Terminal Railroad Association,**" the St. Louis Bridge, The Terminal Railroad, The Union Railway and Transit Company, The Terminal Railroad of St. Louis, The Terminal Railroad of East St. Louis were brought under one control, together with all of their railroad tracks, branches and switches—so the defendant thus acquired a complete instrument and medium of interstate commerce, which it proceeded to operate and was operating (under its ownership by the "proprietary companies"), when its subsequent acquisition of

all competing instrumentalities took place. The railroads—"proprietary companies"—controlled over 50,000 miles of track and twenty-five per cent of the mileage of the country.

This medium of interstate commerce was so operated in competition with the Wiggins Ferry Company, likewise a medium of interstate commerce.

3. **The St. Louis Merchants Bridge Company, known as the "Merchants Bridge."**

Organized May 11th, 1886, under laws of Illinois. Authorized by Act of Congress to construct railway bridge across Mississippi between Illinois and Missouri. Act prohibited any **person who was a stockholder in any other bridge corporation from becoming a stockholder therein.**

Built bridge—opened 1890.

St. Louis Merchants Bridge Terminal Company, organized August 18th, 1887, under laws of Missouri. Constructed railroad over "Merchants Bridge" from Illinois shore to Union Station, St. Louis. Prior to August 17th, 1893, had secured control of **Madison, Illinois & St. Louis Terminal Railway, East St. Louis Terminal Railway, Illinois Transfer Railway Company, Granite City and Madison Belt Railway Company, St. Louis Belt and Terminal Railway Company and St. Louis Merchants Bridge,** going concerns and constituting a competitive system of interstate commerce operating continuous lines of railroad tracks, over the "Merchants Bridge," from St. Louis to points in Illinois with eastern connections, branches, switches, freight stations and depots, so as to enable it to

conduct interstate and international commerce across the Mississippi between Illinois and Missouri.

RESUME OF CONDITIONS, THUS EXISTING, AS OF AUGUST 17, 1893.

1. TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS operating railroad for interstate commerce over **St. Louis Bridge.**

2. MERCHANTS BRIDGE TERMINAL RAILWAY operating railroad for interstate commerce over **Merchants Bridge.**

3. **These railroads parallel and competitive.**

4. WIGGINS FERRY COMPANY competitively operating ferry and transfer boats for interstate commerce through connecting terminal railroad, and switches which were its own property.

UNLAWFUL COMBINATION EFFECTED.

AUGUST 17TH, 1893, Missouri Pacific, L. & N., C. C. C. & St. L., O. & M., Wabash, St. Louis Bridge Terminal R. R., Terminal R. R. St. Louis Union Railway & Tr., Terminal R. R., East St. Louis, Merchants Bridge Terminal, Merchants Bridge, E. St. L. & C. R. R., Illinois Transfer, G. C & M. Belt R. R., St. L. B. & T. R. R. and St. Louis Terminal Railway combined with defendant "Terminal Association" to put properties of the **Eads Bridge,** the **Merchants Bridge** and the **Wiggins Ferry,** under control of the **Terminal Railroad As-**

sociation of St. Louis, defendant herein as aforesaid.

1. **Merchants Bridge Terminal Railway** granted to **Terminal Railroad Association** perpetual use of tracks, switches and terminal facilities of **Merchants Bridge**. Terminal Association guaranteed $3,500,000 bonds and bought 4,384 shares stock of Merchants Bridge—the Act of Congress prohibiting such purchase, in some mysterious manner, having been **amended** in this respect.

2. **Terminal Association** acquired control of **St. Louis Terminal Railway.**

3. Pooling arrangement which had existed between **Wiggins Ferry Company, St. Louis Terminal Railroad Association** and **Merchants Bridge** was continued in force between **Terminal Association** and **Wiggins Ferry Company**.

4. Terminal Association acquired 13,416 additional shares in **Merchants Bridge Terminal,** thus acquiring control and thereafter controlling and operating said **Merchants Bridge Terminal.**

5. M. K. & T., C. & A., St. L. & Fr., B. & O. S. W., I. C., Southern, C. B. & Q., St. L. V. & T. H., C. R. I. & P. became stockholders of Terminal Association, thus constituting an ownership by the fourteen "proprietary companies." **Guarantee agreement theretofore executed created complete monopoly of use of Association's properties.**

6. **Terminal Association** obtained control of Wiggins Ferry Company because of Rock Island roads endeavor to obtain independent entry into St. Louis

across the Mississippi; 9,500 shares of total of 10,000 deposited with **Central Trust Company** to be voted for the **fourteen roads** owning stock of Terminal Association. This stock acquired as hereafter shown, **at utterly** extravagant prices in reality to defeat an effort by the "Rock Island" to secure an independent entry into St. Louis.

RESUME AND CONSEQUENCE.

By virtue combination **August 17, 1893, Terminal Association** owned by **fourteen defendant railroads,** owns, operates and controls, arbitrarily fixes rates and stifles competition in interstate commerce over:

1. **St. Louis Bridge,** tracks and terminals.
2. **Merchants Bridge,** tracks and terminals.
3. **Wiggins Ferry Co.,** tracks and terminals.

ALL PARALLEL AND THERETOFORE COMPETITIVE VEHICLES OF INTERSTATE COMMERCE. **By their acquisition and exclusive control, not only was an opportunity to monopolize afforded, but a monoply was actually created.**

DETRIMENTAL CONSEQUENCES RESULTING FROM MONOPOLY.

1. **Delays in transit and delivery were and are caused by the combination.**

Complainant affords voluminous evidence showing necessity for use of their own teams by merchants and manufacturers of St. Louis, in transfering their goods across the river at St. Louis. This

because of delays caused by the Terminal Association. Use of teams necessitated in order to compete with jobbers of other cities.

Contrast clearly shown between time of deliveries from St. Louis to points near at hand and deliveries from Chicago to same points.

Overwhelming mass of testimony showing constant delays in movement of goods across the river, of from one day to ten days, caused by the operations of the Terminal Association.

Abundant evidence adduced to show excessive freight charges made possible by combination.

2. **Favoritism shown to St. Louis Transfer Company** by "proprietary companies."

Complainant adduces abundant evidence of discrimination in favor of **St. Louis Transfer Company**, a corporation engaged in hauling goods across the river to and from railroads terminating on "Bloody Island". It hauls some 400,000 pounds of freight per annum. **The railroads "proprietary" defendants allow the St. Louis Transfer Company a "differential" of two cents per one hundred pounds over any other transfer company hauling goods to East St. Louis. The Wiggins Ferry Company, since 1881 has allowed the Transfer Company a rate 17% lower than to ordinary teams.** Wiggins Ferry owned by combination as heretofore demonstrated.

3. **Advantages to be afforded by independent freight stations in St. Louis for Eastern railroads.**

Complainant adduces evidence showing that effect of consolidating media of transit across the river is to impede delivery of freight.

4. **One consequence of consolidation—deprivation of St. Louis of adequate freight facilities for its commerce across the Mississippi River.**

Upon this point evidence clear and conclusive. The total track room of the Terminal Association in St. Louis is practically the same as it was ten years before this suit was brought. The combination could have acquired abundant facilities had it been disposed to expend the necessary amount of money therefor. Shown to have had over $28,000,000, it devoted nothing to improving its facilities for hauling freight in St. Louis. It paid over $725.00 per share for **Wiggins Ferry** stock to stifle a competing concern. It bought the **Conlogue** road, which was six miles long but owned neither locomotive nor flat cars, but which was a competing concern. It paid $620,274.25 for the **Interstate Car Transfer Company,** another competing concern, worth $225,000.

As soon as the Terminal Association had bought up all of its competitors it raised its rates of transfer from 100 to 375% regardless of the effect upon St. Louis consumers and even forcing manufacturers to leave the city. It paid $21,250,000 for the **"Conlogue"** road and abandoned it rather than permit competition over the **Carondelet Ferry,** which had been receiving **62½ cents** per car for transferring as against **eight dollars** per car over the St. Louis Bridge.

5. **The effect of the consolidation upon freight rates, bridge and ferry charges and the business interests of St. Louis.**

A Filing of tariffs and establishment of transfer rates.

The **Merchants Terminal Railway Company**, The **Terminal Railroad Association** and the **Wiggin's Ferry Company** filed tariffs of freight charges with the Interstate Commerce Commission.

The Interstate Car and Transfer Company—owned by the defendant, Terminal Association—also filed tariffs.

The **Terminal Association** also joined the **St. Louis Association** of General Passenger and Ticket Agents.

Upon the completion of the **Merchants Bridge** and its operation there was a sharp competition for business and rates of transfer across the "**Eads Bridge**", the "**Wiggins Ferry**" and the "**Merchants Bridge**", were **reduced.** This was followed by an agreement between the three concerns and rates were **restored.** A pooling agreement was made between the three companies. Upon the consolidation, this matter of transfer rates became fixed at an onerous figure and came to be known as the **Bridge Arbitrary.**

The "**proprietary companies**" fixed a freight rate to East St. Louis and compelled St. Louis shippers and receivers of freight crossing the river to pay the cost and expenses of the Terminal Association—thus known as the "**Bridge Arbitrary**".

The bridge charge did not fall directly upon any shipper or receiver of freight outside of the limits of St. Louis, where the freight passed over

the consolidated bridges and ferries. The railroads on the west side of the river, **on all business passing through St. Louis,** absorbed this bridge arbitrary and it was not paid by the consignees.

The result of the system thus brought about by the consolidation of bridges and ferries doing interstate commerce, into one medium under a single ownership (that of the "proprietary companies") was to create for the East side a very great difference in its favor over St. Louis. IN WHATEVER DIRECTION FREIGHT MIGHT GO FROM ST. LOUIS, EITHER EAST OR WEST, EAST ST. LOUIS WAS GIVEN THE ADVANTAGE OF THE CONSOLIDATED CHARGES—THE "BRIDGE ARBITRARY".

The City of East St. Louis enjoyed all transportation advantages without expense to that city, but altogether to the disadvantage of St. Louis. To the extent of the arbitrary differentials in rates caused by the system the merchants doing business in St. Louis was handicapped, as compared with the East St. Louis merchant, or a merchant at other large distributing centers where rates were based on East St. Louis. **The established fact, upon the record is, that the condition was repellant to new-comers AND BECAME NOTORIOUS THROUGHOUT THE UNITED STATES AS A CONDITION ADVERSE TO THE PROSPERITY OF ST. LOUIS.**

B. Coal Traffic.

More than sixty per cent of the seven million tons of coal, which came to St. Louis during the year 1907, came from a territory which lay within a radius of twenty miles eastward from East St. Louis. Within a radius of ten miles farther eastward, ten per cent more came. All of the railroads terminating in East St. Louis are coal-hauling roads. The percentages indicated had obtained for a long period prior to the year named.

All of the railroads, defendants herein, together with a few roads which are not defendants, and which brought coal only to East St. Louis, created a "**Coal Traffic Bureau**" composed of representatives of the various members. This bureau became operative about 1885, and its control over rates on coal became peculiarly effective after the consolidation. The bureau fixed the rate on coal to East St. Louis, fixed the rate on coal shipped to points in Missouri other than St. Louis, required of its members maintenance of rates as fixed by the bureau, vigorously held members to such rates, and in every way strove to preserve the monopoly.

The record shows the maintenance of a through rate to St. Louis from Illinois coal fields of from forty to sixty cents per ton. Of this a "bridge arbitrary" of 20 cents per ton was charged by the defendant Terminal Association. This was fixed and unvarying, no matter how the rate of the coal bureau may have changed from time to time.

This burden upon the commerce of St. Louis in a branch of the most formidable importance, led to the removal from St. Louis of many manufacturing establishments and their location in the neighborhood of East St. Louis; to the creation and location of many new concerns in the same locality, which would otherwise have been located in St. Louis.

All railroads, defendant herein, all known as "trunk lines" and have organized **"Freight Committees"** of which the "trunk lines" are members.

C. Freight Rates.

1. **"Central Traffic Territory."**

Beginning at the western limit of what is known as "The Trunk Line Territory," which is an imaginary line between Buffalo and Pittsburg, a territory extends westward to a line running up the Mississippi and Illinois rivers from St. Louis to Chicago, which is known as the **"Central Traffic Territory."** In this territory exists the **"St. Louis East Bound Freight Committee,"** composed of the following roads: B. & O., C. & A., C. P. & St. L., C. C. C. & St. L., I. C., H. & St. L., C. & E., Vandalia, Wabash, Southern and The Terminal Railroad Association.

2. **The Southern Freight Association.**

The territory of this Association lies from St. Louis South of the Ohio River to Paducah and then follows the Southern line of Kentucky and

Virginia to the Atlantic ocean. The Association is composed of I. & M., M. & O., I. C., L. & N. Southern and St. Louis Transfer Co.

3. **Belleville and St. Louis Traffic Bureau.**

Covering freight between St. Louis, Missouri, and Belleville, Illinois, is the "**Belleville and St. Louis Traffic Bureau,**" composed of the I. C. R. R., L. E. & St. L., I. C., and L. & N. R. R.

4. **The St. Louis, Cincinnati and Louisville Freight Committee.**

The committee has "jurisdiction" over all traffic handled between Cincinnati and Cincinnati points, Louisville and Louisville points, and East St. Louis and East St. Louis points. proper; Pacific Coast traffic handled through East St. Louis; traffic between Cincinnati and Louisville and Arkansas, Texas, certain territories and the Republic of Mexico; all traffic between Cincinnati and Louisville or their "points," and East St. Louis where the roads get their full published individual rates.

The railroads composing this committee are B. & O. S. W., C. C. C. & St. L., P. C. C. & St. L., L. H. & St. L., Southern, Vandalia.

The "**proprietary companies**" having agreed to route their freight over the "Terminal Association" properties **forever,** the record teems with instances of the injurious features of the monopoly created by the bridge and ferry consolidation.

Rates are fixed by the Committee for interstate traffic and adherence to them rigidly insisted upon.

Members obligate themselves to not issue individual tariffs and agree that no tariff shall be promulgated except by the Committee or bureau.

Vigilant supervision is exercised to prevent departure from promulgated rates.

Anything like a benefit to shippers by reason of a member not having adhered to the fixed rate is strenuously opposed.

Applications for reduced rates proceeding from shippers are bluntly rejected.

A permanent Committee is appointed to consider "**all questions of violations of tariff rates**".

Rates are readily increased—rarely lowered.

East-bound freight committee members each agree to "absolutely maintain all authorized published tariff rates on freight originating at East St. Louis or St. Louis and all business delivered to them by connecting lines at St. Louis or East St. Louis, originating beyond.

Careful scrutiny of members' business shows failure to maintain rates on the part of some, which is deprecated by the Committee. Reports as to "views on the situation" which show some **irregularities** but generally **improved** conditions received with marked favor.

"**Impressions**" seem to prevail among members that there can be no good reason why the "**authorized**" rate on cotton both domestic and export should not be maintained. The "Clover Leaf" was, however, shown to be unsound on

rates on packing house products and provisions from Missouri River.

As illustrating the **animus** of the situation created by the monopoly, at noon, Oct. 1, 1901. **"as to traffic to the western termini"**)trunk lines) **"and points east thereof"**, each road agreed that it would **absolutely** maintain the agreed rates and thirty minutes thereafter, **"as to Central Freight Association traffic"** each road agreed that it would just as **absolutely** so maintain the tariff of the last named association.

By **authorized tariffs** are meant tariffs created and imposed by the freight bureaus or committees. It is tariffs of this description which the members pledge themselves to maintain. It is such tariffs which the bureaus or committees from time to time refuse to change, although shippers apply for the change on the ground that the tariff as imposed is injurious to such shippers.

Tariffs of freight carriage having thus been arbitrarily fixed and inflexibly maintained, the **necessity** of having the Terminal Assoication a member of the freight bureaus at once becomes obvious. If any feature were needed to prove the nefarious character of the combination which unlawfully merged all of the competing carriers and media of interstate commerce at St. Louis into one concern, this feature of traffic bureaus and their tariffs would suffice for the demonstration.

DEFENDANTS, BY CONTRACT IN 1889, AGREED TO AND DID ORGANIZE DEFENDANT TERMINAL RAIROAD ASSOCIATION TO RESTRAIN COMMERCE.

The complainant charges that the defendant railroad companies, by contract and combination, have unduly restrained commerce between Missouri and Illinois and the other states of the republic and foreign countries; that the defendants, by combination and contract and conspiracy, have created a monopoly and prevented competition in the movement of interstate commerce between Missouri and Illinois and all other states and foreign countries by combining under one control all the instruments used to carry on said commerce at St. Louis; that the defendant railroad companies organized the deefndant The Terminal Railroad Association of St. Louis with the intent and for the purpose of unduly and unreasonably forever restraining and monopolizing the movement of interstate commerce between the termini of the eight Eeastern Railroads in Illinois and the six Western railways in Missouri.

The complainant charges that the contract between Jay Gould and six of defendant companies, of October 1st, 1889, and which contract is still in force between defendant railroads, which **provided for and caused the organization** of the defendant, The Terminal Railroad Association of St. Louis, contained a **clause that then was and now is in direct and undue restraint of interstate commerce. The clause referred to is as follows:**

"In consideration of the foregoing each of the proprietary companies, for itself only and not for others,

accepts the right of joint use hereinbefore granted by the first party (The Terminal Railroad Association of St. Louis was the first party), and hereby covenants and agrees **that it will forever make use of the bridge and terminal properties of the first party as above described, for all passenger and freight traffic within its control, through, to and from St. Louis and destined to cross the Mississippi River at St. Louis, and pay therefor as herein provided.**"

This contract with this clause was made between The Terminal Railroad Association and six of the railroad companies now defendants herein, in pursuance of a contract of even date therewith, made between Jay Gould, of New York City, as one party, and the six defendants hereinabove mentioned; and in which said contract between Gould and the said railroads it was provided that Gould should organize by consolidation of corporations he owned, the defendant The Terminal Railroad Association of St. Louis, and that the other six defendant companies should then execute an agreement with the Terminal Association mentioned in the Gould contract as Exhibit "A", which said contract of said six defendant railroads should bind **them to forever use for the movement of interstate commerce the instruments thereof, at St. Louis, which Gould should consolidate and place in the control of the Terminal Railroad Association.** This agreement between Gould and the six railroad companies will be found in Vol. 8, of Exhibits, pp. 1846 to 1853. The reference to the agreement which was to be and was made between the six railroad companies and the Terminal Railroad Association will be found in Paragraph Six of the contract between Gould and the roads, in Vol. 8 of the Exhibits, and on p. 1850.

The agreement between the six defendant roads and the Terminal Railroad Association referred to in the above mentioned Gould contract as Exhibit "A" will be found in Exhibit, Vol. 8, pp. 1859 to 1869.

The particular clause above set out, binding the six roads to the use of the Terminal properties forever, will be found in paragraph 3 of the contract between the Terminal Railroad Association and the six roads, in Vol. 8 of Exhibits, p. 1861.

When your Honors examine first, the consolidation agreement of 1889, and the later agreement of 1902, which reaffirmed that of 1889 (these agreements will be found at pp. 1840 and 1930, Vol. 8 of Exhibits), you will find that each and every one of these proprietary lines, with their more than 50,000 miles of rails, running from the lakes on the north to the gulf on the south, and to either coast on the east and west, bound themselves **forevermore that whatever freight passes through the St. Louis gateway, no matter where it originates on their line shall pass over these instruments of interstate commerce in controversy here now.**

Not only that, but they bound themselves by that agreement forevermore **to pay charges sufficient** to meet all of the bonded indebtedness, and to pay the dividends on the **preferred stock that these primary companies had out, keep up the operating expenses and produce a fund sufficient to meet any annual loss from time to time as the years went on, and provide funds for all needed improvements and sinking fund to pay the principal when it is due.**

Now this contract of 1902, is a contract, an agreement, that is clearly in restraint of commerce.

If there were a dozen independent agencies aside from these controlled by the Terminal Railway Asso-

ciation, carrying on commerec between the termini of the roads in Missouri and the roads in Illinois, if a shipment of goods originates in Texas or on the Pacific Coast, on one of the lines of one of these railway companies, and it was routed through the City of St. Louis, when it got to the City of St. Louis it would have to pass over one of these mediums of commerce controlled by this Terminal Association, and pay the charges agreed upon in this contract. **Competition is eliminated.** Restraint of commerce is established and freedom of commerce is destroyed by this contract of 1902. Otherwise that contract would be violated.

Can it be said that that is not in violation of the anti-trust act which says that this commerce should be allowed to **flow free and unrestrained?** It certainly is; there is no way to evade that proposition—no way to get around it. **It is a direct restraint.** It shuts off for evermore rfom all the millions of people that now, or that may hereafter be on either side of the Mississippi River that are using or will have to use the railroads of the defendant companies in all the years to come, from any relief from the situation, because that contract is one in perpetuity, and it shuts them off from competition in this carriage between Missouri and Illinois, at this great gateway.

Now, I ask is that freedom of commerce? Is that in consonance with the spirit of the Federal Anti-trust Law that this Republic has passed?

It certainly is not. And yet the gentleman says that this Terminal Association is one of the things which will hel pto build up the City of St. Louis.

And the argument is made that the Government has nothing to do with the internal economy that relates to the operation of these railroads; that if thehy can save

money, they can do as they please with reference to the instruments that they use. The logic of this argument is that if the consolidation is **economical** to its owners, the law is not violated even **if competition is eliminated.**

Now I do not so understand the law. They say that it does not concern the shipper. I ask your Honors to test the soundness of this proposition. Who pays the money that keeps up these railroads? Who pays the money that goes to buy coal and pay wages of employes and keep up repairs? Who maintains these bridges and these ferries? It is the traveling public, isn't it? Why, certainly. Then, are they not interested in the proposition of whether or not there is any reasonable competition in these instruments of commerce? **The public interest is affected the moment competition is eliminated and prevented.**

The clause of the agreement of October 1st, 1889, above set out, shows clearly that it was intended that all the comerce passing **through St. Louis, Mo., should be moved by one particular instrument of commerce,** to-wit: The Terminal Railroad Association.

This made the contract clearly one in undue restraint of commerce and, being yet operative, it violates the Sherman Act.

> Addystone Pipe and Steel Co. vs. United States, 175 M. S. R., p. 2111.
> Northern Securities Co. vs. United States, Loc. Cit., pp. 389-390.

This contract was between the railroads—strangers to each other's business; * * * in some instances competitors and in some instances not competitors;

and it was also made for benefit of the persons who took the bonds, J. P. Morgan and others.

This was **a true contract in restraint of trade** and commerce.

This clause, for the perpetual use of the properties of the Terminal Railroad Association by the fourteen co-defendant railroads herein, in the movement of interstate commrc, was placed in the Guaranty Agreement of the railroad companies, made in 1902, and will be found in Vol. 8 of the Ezhibits, p. 1936.

This contract of October 1st, 1889, was recognized and continued in force by the Guaranty Agreement of December, 1902.

Both the contracts of October 1st, 1889, and of December, 1902, were contracts made by the respective common carriers with strangers to their business, and being with a stranger to the business of the contracting parties, and controlling the movement of all interstate commerce handled by the defendant railroads at St. Louis, it created a monopoly in traffic and affected public interest, and violated the Anti-Trust Law.

United States vs. Joint Traffic Association, 171 M. S. R., p. 505.
Northern Securities Co. vs. United States, 193 M. S. R. Loc Cit., p. 405.

Every movement of all the officials of the defendant roads throughout the years that have intervened point conclusively to one intent and purpose, and that was and is to compel all interstate movement of commerce at St. Louis to pass over the property of the Terminal Railroad Association, in pursuance of the directions contained in, and the agreements made in, the contract of October 1st, 1889.

The iron hand of restraint on commerce, laid with full force on traffic by that agreement of 1889, has been and yet is reaching out and forcing the movement of commerce over the rails Gould dictated it should move upon.

The combination effected put all the agencies capable of being used to move passengers and freight between the termini of the Eastern roads in Illinois and St. Louis, Mo., in control of The Terminal Railroad Association, and **excluded all competition.**

The plain purpose of the contract of 1889 and 1902 was to control unreasonably commerce; and the presumption of an intent to monopolize and restrain trade arising from the increase of the stock of the Terminal Railroad Association from Five to Fifty Millions of Dollars, and vesting in said Terminal Association such complete control of all the agencies of interstate commerce at St. Louis, Mo., is rendering conclusive by considering—

First:—The conduct of the persons or corporations who were instrumental in increasing the power and control over commerce of the Terminal Railroad Association before the completion of that result, i. e., prior to the combination by the fourteen railroads of the control of the agencies of interstate commerce, and prior to the formation of the Pools and the creation of the Trust Agreements.

We find the citizens built a bridge and opened it for the use of the railways in 1874. That the Eastern railroads terminating in Illinois refused to build tracks and connect with the bridge approach, but continued to use the Wiggins Ferry tracks and car ferry transfer across the river.

The persons who built the bridge (mainly St. Louis citizens) then built railroads in Illinois and in Mis-

souri, connecting the approach so that the connections could be made by the carriers by rail in both states.

These companies were known as the "Union Railway & Transit Company of St. L ouis" and the "Union Railway & Transit Company of Illinois."

There was also a tunnel built by The Tunnel Railroad Co., extending westward under St. Louis, Mo., from the "Eads" Bridge.

The Eastern railroads with their termini in Illinois refused to use the "Eads" Bridge and its connections.

The Bridge Company and the Tunnel Company defaulted in payment of interest and principal on bonded indebtedness, and passed by foreclosure proceedings to two new corporations known as The Tunnel Railroad of St. Louis and the St. Louis Bridge Co.

These companies leased the bridge and tunnel to the Wabash and Missouri Pacific Railway Companies.

These companies, in 1889, after the organization of the Terminal Railroad Association, transferred the control of the stock of the Bridge and Tunnel Companies to the Terminal Railroad Association, in pursuance of the contract of 1889.

After the bridge and tunnel had passed into the control of the corporation, Gould organized, in accordance with his contract with the six defendant railroads companies herein, we find The Terminal Railroad Association and the Wiggins Ferry Company, a competitor of the Terminal Railroad Association, forming a pool on the interstate business between Missouri and Illinois.

The unification of power and control begun by the contract of Gould, of Oct. 1st, 1889, over the instruments used to transport persons and property between the termini of the Eastern Railroads in Illinois and St. Louis, Mo., and the transfer of The Terminal Rail-

road Association of St. Louis and to the fourteen railroads of the stock of all the competing interstate carriers, aggregating so vast a capital and such complete ownership and control of all the agencies by which interstate commerce was carried on, in the absence of testimony to the contrary, gives rise to the presumption of intent and purpose to maintain a dominioncy over the interstate commerce in question by means of a combination of control and operation of said instruments of commerce, not as a result of ordinary transportation development, but by means of a combination of said instruments so that greater power would be added than would otherwise have arisen, and with the purpose **of excluding others from this commerce, and thus fixing in the combination a perpetual control of the said business.**

Standard Oil Co. v. United States Advance Sheets, Vol. 12, date June 15th, 1911, opinions United States Supreme Court, p. 520.

This presumption of intent to restrain and monopolize commerce is [redacted] further strengthened by considering the conduct of Gould and the six railroad companies defendants herein, in making the agreement of Octobr 1st, 1889, forever restraining all movement of interstate business at St. Louis to one particular instrument of commerce, to-wit: The properties of The Terminal Railroad Association; and what has been done by the defendant railroads in excluding here and there and everywhere all competition, until at last the defendants control all the agencies that are used as common carriers to move interstate traffic between Missouri and Illinois.

By examining the Pooling Agreements and Tonnage Pools made by the Terminal Railroad Association, first,

with its only competitor, the Wiggins Company, and, second, with its second competitor, the Merchants Company, and by examining the record showing the acquisition, first, of the Merchants Terminal Company, then the Wigfgins and "Conlogue" Companies, and finally the Interstate Car Company, which, together comprised every efficient means by which competition could have been arrested,—all these facts prove clearly **intent** to **control,** not to **aid commerce.**

Not Necessary to Make Pooling Agreements or Prevent Competition, nor buy all Agencies that Might Compete, in Order to Facilitate Interstate Commerce.

If it be claimed that the defendant companies were merely seeking to aid commerce, **and not control it,** then why was it necessary to enter into the Pooling Agreements with the Wiggins and Merchants before their purchase by the fourteen defendant railroads?

What was a Pool formed for?

Was it to facilitate commerce?

Certainly not. It was made to protect and maintain rates, and is now prohibited by the Interstate Commerce Law.

The Pooling Agreements to Which the Defendants Were Parties, Show Intent to Restrain Commerce.

These Pooling Agreements made prior to the adoption of the Sherman Law are competent to aid in discovering the intent and purpose with which the combination of all these instruments of interstate commerce were brought about.

Standard Oil Co. v. United States, Advance Sheets of Opinion, Supreme Court, No. 12, date June 15th, 1911, l. c., p. 521.

The payment of fifteen hundred dollars per share for Wiggins Ferry Company stock in 1902, worth actually only three hundred, inorder to keep an independent road, the Rock Island, from obtaining an entrance to St. Louis, was frankly not put by Mr. Ramsey, then an officer and director of The Terminal Railroad Association, upon the ground that the acquisition of the Wiggins Company **was to facilitate commerce.**

Mr. Ramsey testified:

"We discussed the matter and I told Mr. Gould that the Missouri Pacific, the Iron Mountain and the Wabash Railroads could well afford to purchase the Wiggins Ferry Company in order to prevent such a valuable property from passing into the control of a competitor of those railways."

Ramsey's testimony, Vol. 2, Terminal case, p. 249.
.Ramsey's testimony, Vol. 2, Terminal case, p. 249.

TheMembership of all the Defendants in "Traffic Association" Shows an Intent to Control Interstate Comerce.

The defendant, The Terminal Railroad Association, and all the other defendant railroads were members of the Traffic Association.

The defendant Terminal Railroad Association and the eight Eastern railroads with their termini in Illinois belonged to the Central Freight Association. **This organization fixed freight rates on interstate commerce.**

The record clearly shows that these Traffic organizations were created for the purpose of and did eliminate competition in rates between the railroads on interstate traffic, and did maintain these rates.

The defendant, The Terminal Railroad Association, belonged to the Traffic Association and kept up the rates fixed by said Traffic Association on interstate commerce.

This is competent to show the **intent** with which the Terminal Railroad was operated. It shows the intent was to maintain rates and control and monopolize all interstate commerce moving over the properties of The Terminal Railroad Association. It shows also that the fourteen railroads owning the Terminal Railroad Association regarded it as an interstate carrier of commerce, **and not simply as a terminal company.**

If The Terminal Railroad Association was merely a terminal facility used to aid commerce in terminal connections, why was it necessary for it to join a traffic association whose only object and work was to maintain interstate rates and prevent competition in interstate commerce?

Defendants All Were Members of Coal Traffic Association to Maintain Interstate Freight Rates.

The eight Eastern defendant railroads all ran through the coal fields in Illinois and were heavy carriers of the product.

The soft coal is the largest single item coming to St. Louis, Mo., from the east.

Most of coal coming into St. Louis, Mo., has been hauled a distance of 20 to 40 miles only—more than

70% of it comes from within a radius of 40 miles of St. Louis. Now, for years and years, the average charge for hauling coal, not to St. Louis, but, to East St. Louis, Ills., has been from 35 to 45c per ton. In later years it dropped down to 25c. Then, after it got to East St. Louis, Ills., these interstate carriers, the Wiggins Ferry Co., the Eads and the Merchants Bridge, charge 30c a ton for bringing it across the river. That, added to the other charges, of course, made it a pretty expensive freight item; but it had to be paid, and the citizens of St. Louis have been paying it.

Many years ago the coal-carrying roads now comprising the proprietary lines of the Terminal Railroad Association and the Terminal Association formed what is known as a Coal Traffic Bureau, the object of which was the fixing and maintaining of a common rate from the same coal mining territory to East St. Louis, Illinois, **and the elimination of competiton in freight rates in hauling** the millions of tons of coal from the near-by Illinois coal mines to the St. Louis markets. This Association had a President and Secretary and kept written and printed records of its transactions. The organization was composed of a freight traffic representative from each of the coal-carrying roads. This rate was the same on all the roads, as all coal-carrying roads extending eastward or northeastward or southeastward reached coal mines in about the same distance from East St. Louis and this made a common competitive territory and hence **competition was eliminated by an agreement as to the rates to be charged.**

After the coal reached East St. Louis, Illinois, it was turned over to the Terminal Association for the haul to St. Louis, Missouri, and for this haul a charge of 30 cents per to nwas made. It is apparent at once that if

a manufacturing company uses one hundred thousand tons of coal per annum, that if it moved from St. Louis, Missouri, to East St. Louis, Madison or Granite City, Illinois, it would save immediately ten thousand dollars per annum on coal alone. This one discrimination against St. Louis manufacturers and in favor of Illinois manufacturers located in East St. Louis, Madison or Granite City, Illinois, together with the further fact that a factory located in either East St. Louis, Granite City or Madison, Illinois, could ship its products to Kansas City or any point west **at the same rate it could have done** if it was located **in St. Louis, Missouri,** and had no additional charges to pay for the haul of its products from its factory in East St. Louis to St. Louis, Missouri, has driven many **of the largest factories from St. Louis, Missouri, and caused many new ones to locate in East St. Louis, Granite City or Madison, Illinois, instead of in St. Louis, Missouri.**

The different coal-carrying roads reported to the Coal Traffic Association the coal tonnage of its road each day and a record of this was kept and printed and sent to each of the roads. After the rates had been agreed upon and fixed for hauling coal to East St. Louis, Granite City and Madison, Illinois, a regular coal tariff was issued by the Coal Traffic Bureau and sent to all of the roads and it was the rate they were expected to and did charge. It was a complete combination to stifle and did completely stifle competition.

A regular coal tariff of the St. Louis Coal Traffic Association will be found printed in full on pp. 2034-2041, Vol. 8, of the Exhibits. Another will be found on pp. 2041-2049 of Vol. 8 of Exhibits.

The Terminal Railroad Association belonged to the Coal Traffic Association.

This testimony concerning the Coal Traffic Association and the membership of the defendants therein is offered to show the purposes and uses to which the defendants put the properties of the Terminal Association, and to show the **intent of the defendants in operating the Terminal Railroad Association.**

The Terminal Railroad Association as Controlled and Operated by the Defendants was a Hindrance and Not an Aid to Commerce.

This is clearly shown by the testimony of the thirty-six witnesses placed on the stand by the Government, who were all shippers and who testified that traffic could be handled more rapidly by team, by hauling to and from St. Louis, Mo., to the termini of the Eastern roads in Illinois because of the delay of the defendants in getting the freight over the properties of the Terminal Railroad Association between Missouri and Illinois. Witnesses from cities and towns within seventy-five and one hundred miles of St. Louis, Mo., testified that shipments of goods from Chicago, two hundred miles farther away than St. Louis, would be received from one to three days sooner than shipments from St. Louis. The testimony showed the delay was caused by the defendant not moving the freight over the tracks from Missouri to Illinois as rapidly as should be done. The witnesses all claim the delay was in the handling of the shipments by the Terminal Railroad Association.

Consolidation of all Agencies of Interstate Commerce did not Improve Connections or Increase Facilities For Handling Commerce.

If it be claimed that the combination increased the

facilities for the interchange of commerce the answer in the record shows the connections were no better between the roads after, than before the combination was formed.

On pp. 2746-7, Vol. 15 of the Record, the traffic expert of the defendants, Mr. Perkins, says that the Wiggins Company had more complete connection with the individual roads than the Terminal Association had. That the connection of the Wiggins Company with the roads in both States was more direct and complete than the connection of the Terminal Association. **The Terminal, the Merchants and the Wiggins all owned locomotives, passenger and freight cars, and all operated trains.** The Terminal Association operated passenger trains out of Union Station to the State of Illinois over both the Merchants and the Eads Bridge, as shown by the testimony of Mr. Sarber, pp. 445-6 of Vol. 2 of the Record.

The argument was made by counsel for the defense that the consolidation of these companies, the Wiggins, the Merchants and the Terminal Association had benefited the City of St. Louis, Mo., by opening up more industries to the rails of the different roads. On pp. 2729-30 of Vol. 15 of the Record, the traffic expert of the defendant, Mr. Perkins, says the consolidation of these companies opened so many track-located industries because the Terminal Company owned so many terminal tracks and property, and thereby brought so many track-located industries on the line of the consolidated companies, and then on pp. 2730-31 of Vol. 15 of the Record, Perkins is forced to admit that of the 700 track-located industries in the City of St. Louis, Mo., more than 500 are on the Rock Island, Frisco,

Iron Mountain and Missouri Pacific and less than 200 of them are on the St. Louis Transfer Railway, Wiggins Ferry, Merchants Bridge Terminal and Terminal Railroad Association of St. Louis, **and that it is the individual and independent terminals of the individual and independent roads and not the Terminal Railroad Association which really furnish the connections and transportation facilities to the track-located industries in the City of St. Louis.**

In Vol. 1 of Exhibits, pp. 2507 to 2526, is found a complete list of track-located industries, giving the location of each. But the tariff schedules for freight rates of the Terminal and the Wiggins and the Merchants before referred to and the testimony before mentioned show that from 1893 on the three roads by their connection with the railroads in Missouri and Illinois all had access to all the roads in both States. But the agreement of consolidation between the Merchants and the Terminal Association of August 17th, 1893, recites that the two railroads, the Merchants and the Terminal Association, are connected with each other (Exhibits, Vol. 1, pp. 1551-1552) and therefore the consolidation did not, as counsel argue, produce a connection or coupling up of the Merchants and the Terminal Association tracks.

On page 2312, Vol. 3 of the Record, a witness testified the Conlogue was **a competitor of** the Terminal Railroad Association for transferring cars across the river and was accessible to all roads alike.

When you inspect this record you will find that the facts heretofore detailed are established and clearly prove that the Merchants Bridge Termianl Railway Company and the Wiggins Ferry Company had access before 1893, when the Terminal

Association absorbed the Merchants, directly and indirectly to every railroad entering the City of St. Louis and the City of East St. Louis, Illinois; that before the consolidation of Wiggins with the Terminal Association each had access to all roads. The highest proof of this is found in these switching tariffs and freight tariffs which are in this record here, where the connections are given, in 1898 and then in 1905; the combination was effected in 1902.

This tariff the Merchants Railroad Company issued in 1891 before the consolidation and shows that the Merchants Bridge Terminal had connection **with all the roads in both Missouri and Illinois, and connected in Illinois with the tracks of the Wiggins Ferry Company and with those of the Terminal Railroad Association.**

On pages 1658-59 and 62 will be found another freight tariff of the Merchants Bridge Terminal Railway, date April 1st, 1892, and on R. page 1662 under Rule No. 3 the following will be found:

3. No loaded car will be received by this company unless accompanied **by regular waybill** showing final **destination and consignee.** If for St. Louis delivery, the freight yard or switch at which delivery it is to be made must be designated **on waybill.**

These tariffs show that the Merchants Bridge Terminal Railroad Company in 1891 prior to the consolidation was carrying on interstate commerce and making a specific charge for the haul to the termini of the Western roads in St. Louis and to the City of St. Louis. It also shows that the Merchants Terminal Railway Company required goods to be billed to St. Louis, Mo., after reaching East St. Louis, Granite City and Madi-

son, Illinois, or if from St. Louis they had to be billed to Madison, Granite City or East St. Louis, Illinois.

These tariffs show the Merchants Terminal Co., prior to the consolidation in 1893, had freight yards in both States and also depots; that one of the depots of the Merchant's Co. was located **in Mill Creek Valley** within a short distance of the Terminal Association tracks therein; that the Wiggins Co. railroad tracks also reached the lower end of Mill Creek Valley and within a short distance of the Terminal Association tracks; **that all three companies reached common competitive territory in the center of St. Louis, Mo., and like common competitive territory in the State of Illinois and all three reached practically the same railroads in the two States.**

These facts hereinbefore stated show conclusively, first, that these corporations were independent competing instruments of interstate commerce; second, that they had been combined by pooling arrangement; third, that they were making a specific charge for the interstate haul.

[redacted]: That the Exhibits, Vol. 8, p. 1663, show on February 13, 1893, the Merchants Terminal had direct connection by its own rails with the Missouri Pacific Railroad in the Mill Creek Valley in St. Louis, Mo., only a few feet distant from the rails of the Terminal Railroad Association, and in the heart of the manufacturing and business district of St. Louis, Mo., and by its own rails with the St. Louis Transfer Railway of the Wiggins Co., which extended almost the entire length of the City of St. Louis up and down the west bank of the Mississippi River that the Merchants Company had connection directly with the Iron Mountain,

Frisco and Wabash west. This Exhibit shows the Merchants Terminal had in February, 1893, prior to the consolidation agreement of August 17, 1893, connection direct **by its own rails with every road in St. Louis** but the Terminal Railroad Association and the Merchants could reach the Terminal Association Mill Creek Valley by either the rails of the Missouri Pacific, the Wabash or the Iron Mountain, which constituted the three westside members of the six proprietary lines then owning the Terminal Association. **These facts show cars could be and were sent over the Merchants tracks to all roads in St. Louis from Illinois and the termini of the Eastern lines in said State.**

At this time in February, 1893, prior to the consolidation, the Merchants Terminal Railway Company had leased from what is now the Southern Railway, and was operating the Venice and Carondelet Railway Company. This road was a belt road and still is so used. It ran from a connection with the eastern approach of the Merchants Bridge Company in Venice, Illinois, southeast to and through East St. Louis, Illinois, to a connection with the Mobile & Ohio Railroad and connected and intersected with its own rails **every railroad in East St. Louis, Illinois.** This gave the Merchants Company, prior to agreement with Terminal Association of 17th of August, 1893, **direct access over rails of its own to every railroad in East St. Louis, Illinois, and it reached every road in Illinois that the Terminal Railroad Association reached.**

Primarily, before the Merchants Bridge was built, but after the Eads Bridge was built, when the Eads Bridge and the Wiggins Ferry Compan ywere comformed their pools and agreements as to rates—when

peting interstate carriers, when they from time to time their freight agents met, as the record in this case shows, their General Freight Agents did—when they met and agreed upon tariffs that they were to promulgate, and when they did promulgate them in accordance with those agreements—these classified freight tariffs, covering every article of merchandise, the same as every other railroad in the country did—during that period of years the Pennsylvania Railroad—what is known as the Pennsylvania Railroad Company—had its termini in East St. Louis, Missouri, that Railroad Company made various efforts to obtain relief from Bridge and the Wiggins Ferry Company were comits termini in East St. Louis, Missouri; that Railroad what we term in this case the combination and control of commerce across the river by the proprietary railroad companies. For many years the Pennsylvania Company was not a proprietary company. It became a proprietary company of The Terminal Association in 1903. The proprietary companies were only 6 in number up to 1903, and then 8 more (The Pennsylvania being one of them) were admitted, and these admissions came after the fight for the control of the Wiggins between the Terminal Company and the Rock Island had occurred. The Pennsylvania was up to that time an outside company, and not one of the proprietary railroads.

In one of the efforts of the Pennsylvania road to reach St. Louis, it acquired and afterwards extended to the Eastern bank of the Mississippi River a belt line of railroad that connected with the Pennsylvania's own rails and intersected every other railroad in the city of East St. Louis, Illinois, reaching the termini of every

Eastern railroad that came in there. This was known as the Conlogue road.

It ran down the Eastern bank of the Mississippi River, six or seven miles to East Carondelet to a point where there was a ferry boat owned by the Missouri Pacific operated from the foot of Robert avenue in St. Louis, Missouri, to East Carondelet and cars were transferred from the rails of the Conlogue road to the ferry and by the ferry brought to Missouri and placed directly on the Missouri Pacific rails and carried up the Mill Creek Valley and did not pass over the Terminal Association tracks to get into or through the City of St. Louis, Mo.

That was in 1879—about that time; long prior to the agreement of 1893. The Conlogue track or a portion of it had been there for many years; it was owned by a corporation, and it was acquired by the Pennsylvania Company, and extended so as to facilitate their getting their commerce across the river by means of the Missouri Pacific car transfer ferry at East Carondelet.

Now, the object of the Pennsylvania in going to East Carondelet with the Conlogue road was to meet a car ferry, and that car ferry was owned and operated by the Missouri Pacific Railway.

The Missouri Pacific Railway, as I said, had a track coming down Poplar street, to the western bank of the Mississippi River, and it operated cradles on either side of the river, approaches to this ferry boat, and it operated its ferry and transferred its own freight cars. Now, the Pennsylvania Railroad, and several other railroads made an agreement or an arrangement with the Missouri Pacific by which they used the car ferry,

and thus freight cars were sent right across the ferry and up the Mill Creek Valley—not on the rails of the Terminal Railway Company, but on the independent rails of the Missouri Pacific Railroad Company, which were then laid there and are there today. The Missouri Pacific Railway Company connected directly on the Levee with the rails of the Iron Mountain, which latter road the Missouri Pacific owned, and the Iron Mountain tracks ran south from Poplar street along the river to and beyond the southern limits of St. Louis, Mo. On the Levee, near Poplar street, the Wiggins, Iron Mountain and Missouri Pacific tracks also had direct connection.

Now, the Missouri Pacific Road, as you can see, was receiving the traffic of these Eastern lines reaching its car ferry and it was, of course, an important competitor for this interstate commerce which was being carried on by the Wiggins Ferry Co. and by the Eads Bridge.

On pages 2317, 2322 Vol. 4 the Court will find the testimony of a witness having charge at the time of the Conlogue Road for the Pennsylvania Company who stated 200 to 300 cars of freight per day coming from both Missouri and Illinois and from all the Eastern roads, and Western roads were handled over the ferry of the Missouri Pacific and by the Conlogue Railroad. That after the purchase of the Conlogue by the Terminal Company, the Conlogue ceased to be operated in connection with the Carondelet, Missouri Pacific Ferry.

This witness testified that the Conlogue Road and the Carondelet Ferry was an open competitor with the Terminal Company, operating two car ferry boats, and hauled from East St. Louis, Illinois, to Missouri most of the iron and steel coming from Pittsburg, Pennsyl-

vania, and other Eastern points over the Pennsylvania Road and destined to St. Louis, Missouri, and points beyond in the West and Southwest.

The assistant auditor of the Missouri Pacific Railroad testified at p. 2323 of Vol. 4 of the Record, that about 1902, the Missouri Pacific ceased to operate the Carondelet Ferry as a car transfer ferry in connection with the Conlogue Road in Illinois. From that date on, the Conlogue Road did not and does not now operate and haul loaded freight cars to the Carondelet Ferry, and cars of freight from 1902 were no longer transferred by the Carondelet Ferry from the Conlogue rails over the river to Missouri and on to the Missouri Pacific rails. The reason was that in 1902 the Pennsylvania, with seven other roads joined The Terminal Railroad Association and the vast interstate business of 200 to 300 cars of freight per day was sent over the Eads and Merchants or the Wiggins rails and no longer over the Conlogue Road. The competition of the Conlogue and the Missouri Pacific car transfer ferry boats with the Terminal Railroad Association in the interstate commerce ceased and the two car transfer ferry boats of the Missouri Pacific were moved a few miles further down the river where they are now operated to transfer to Missouri line of Mo. Pac. cars of freight from a point called Bixby Junction on rails of a road incorporated in Illinois as "The Valley" line and extending down the east bank of the Mississippi River, and which road is controlled by the Missouri Pacific Railway Company, p. 2282, Vol. 3 of the Record.

The Court will find from the testimony of the President of the Terminal Railroad Association that the purchase price of one million and two hundred thou-

sand dollars was paid for the Conlogue road to the Pennsylvania by the Terminal Association from funds arising from the sale of the fifty millions of dollars of bonds authorized by the Terminal Association after the Pennsylvania and the other seven roads joined the Terminal Association, when the fight between the Terminal and the Rock Island roads for the control of the Wiggins Ferry had been settled in 1902, and the Wiggins Ferry Company, with its five car transfer boats operated at different points on the river in connection with its splendid system of railroads in Missouri and Illinois having direct connection by its own rails with every road in both States, and been absorbed by the Terminal Railroad Association. The Pennsylvania, the Burlington and other roads had stood out for years and used the Merchants Terminal and the Conlogue Road and the Carondelet Car Transfer Ferry and the Wiggins tracks and its five car transfer boats, but when the Wiggins Company, with all of its direct connection by its own rails with all the roads in both Missouri and Illinois passed into the control of the Terminal Railroad Association, the Pennsylvania and the Burlington and the other six roads were compelled in 1902 to join the Terminal Railroad Association and accept the terms of the Terminal Railroad Association, and one of the terms was that the eight new roads joining the Terminal Association should forever use the properties and the tracks of the Terminal Company for the interstate commerce of said roads between Missouri and Illinois, at St. Louis, Missouri.

This witness Walsh also at pp. 2282-2283 of Vol. 34 of the Record testified that out of the proceeds of the sale of the increased issue of bonds following the con-

solidation of the Eads, Wiggins and Merchants and Interstate and Cologue Companies in 1902, the proprietary companies were all repaid the amount they had expended, the Rock Island on the one hand and the six roads comprising the Terminal on the other, in the struggle to get control of the Wiggins property, and also that expensive machine shops were built out of the money from the sale of these bonds aforesaid.

The fabulous price of fifteen hundred dollars per share paid for Wiggins Ferry Company stock, worth not over Three Hundred Dollars per share, was all put as a burden upon the people of St. Louis to be paid as freight charges for the haul between East St. Louis, Illinois, and St. Louis, Missouri, to enable the Terminal Railroad Association to pay the interest on the increased issue of bonds and provide a sinking fund to retire them at maturity; and yet counsel for the defendants say no profit was made from the operation of the Terminal Railroad Association. Charges admittedly were collected sufficient to pay interest on increased bonds of the Terminal Association in amount sufficient to pay the purchase price of seven and one half millions of dollars for the Wiggins property, and the property was transferred to the proprietary lines and they own it today, and according to Walsh, the President of the Terminal Railroad Company, the proprietary lines have not a dollar of their own money in the Wiggins property. Did the proprietary lines not make seven and one-half millions of dollars in this transaction I have detailed? The proprietary companies own the stock of the Wiggins and mortgaged it and got money to repay the purchase price paid by them for the Wiggins property.

Julius S. Walsh testified at page 481: Vol. 2 The 13 proprietary lines and the Pennsylvania own every share of Wiggins Ferry stock (10,000) shares in 14 equal parts each.

Page 500: Vol. 2 Each of the 14 roads took the 1-14 of the Wiggins Ferry stock and deposited it with the Central Trust Company. It does **not** go to the Terminal Railway on the expiration of the mortgage.

Page 2274: Vol. 4 Control of Wiggins Ferry was owned by the 14 proprietary lines, **not** the Terminal Railroad.

Page 2277: Vol. 4 The 7 old and 7 new companies finally paid their proportionate part of whatever was finally paid for the entire issue of Wiggins stock.

Page 2282: Vol. 4 The 14 railroads were reimbursed for the expenditure that had been made for the Wiggins Ferry Company from the sale of the bonds (page 2283, Vol. 4) that the roads have practically no money invested in the Wiggins Ferry stock as a primary proposition themselves.

By examination of the testimony heretofore referred to, we find that the Eads Bridge with its subsidiary companies (and designated as the Terminal Association), at the time the Merchants Bridge was opened, had not nearly so extensive terminal facilities in Missouri in the way of making connections with other roads and industries as did the Wiggins Ferry Company—the Wiggins Company had a track running down the levee from the northern part of the City, extending well towards the south, and all the railroads in St. Louis reached these tracks of the Wiggins Company. This track on the levee of the Wiggins Company was known as the St. Louis Transfer Company. The Terminal Railroad with its facilities did not before the

consolidation, reach all of the railroads, but practically all; connections could be made by using the Wiggins track on the levee and by use of private switching tracks of independent lines, such as the Wabash and the Missouri Pacific, and a car could be readily and practically sent to any other railroad over the tracks of the Terminal Association; using the same Wiggin-Ferry tracks, the same thing is true of the Merchants Bridge Terminal Company, prior to the consolidation in 1893, and a car could readily and practically be sent to any other railroad over the tracks of the Merchants Bridge Terminal Railway. This same condition prevailed in the State of Illinois with reference to both the Merchants Terminal and the Terminal Railroad Association. In the State of Illinois the Wiggins Ferry Company, however, reached every railroad that came into East St. Louis. The Merchants Bridge Terminal Railway through the Venice & Carondelet Belt also reached every Railroad company in East St. Louis. This Venice & Carondelet Belt ran from the east end of the Merchants Bridge to a point south of East St. Louis, where it touched the tracks of the Mobile & Ohio, crossing and intersecting directly the rails of all eastern roads coming into East St. Louis. This condition giving access to the eastern roads, by the Merchants Company, existed long prior to the consolidation in 1893. The Wiggins Company also had a line of road on the east side, as is shown by reference to the testimony heretofore quoted which reached every railroad in East St. Louis, Madison and Granite City, and which was known as the East St. Louis Connecting Railway.

So Your Honors see that before this consolidation took place in 1893, the record shows that these three

separate, independent agencies of interstate commerce were here in the States of Missouri and Illinois, competing for the haul between the termini of the roads in Illinois and the termini of the roads in Missouri, that is, the carriage between connecting roads in Missouri and Illinois, and between the City of St. Louis and the termini of the eastern roads in Illinois.

Then the thing happened that has been happening in America for many years, as this record shows, *i. e.*, the Wiggins, Merchants and Terminal Companies got together through their officers, and they established a schedule of classified freight tariffs to be charged for the haul from East St. Louis, Illinois, to St. Louis, Missouri, and from St. Louis, Missouri, to East St. Louis, Madison and Granite City, Illinois. There rates were all agreed upon and published, and filed with the Interstate Commerce Commission, the roads arranging to divide their earnings on the basis of a tonnage pool, which was carried out for many years.

Now, I ask if these were not competing instruments of interstate commerce, why should they get together and make an arrangement or agreement to fix and maintain the same rate of freight for the same class of property? Why should they arrange to divide their earnings upon a tonnage basis if not competing in common territory for similar classes of business? Is there any reason for companies used merely for terminal facilities to do that? Certainly not.

The facts proven by reference to the Record heretofore quoted, show conclusively that the Merchants Terminal, the Wiggins Ferry and the Terminal Railroad Association, prior to 1893, reached a common territory and were practically as well connected as they are to-

day, so far as the actual carrying on of the interstate business between the States of Illinois and Missouri, and St. Louis, Missouri, and East St. Louis, Illinois, are concerned; but whether that proposition be true or not, the principle still remains, that it would not cut any figure whether coupling up of these railroads acted beneficially to the operation of the railroads or not, if the operation of these agencies of interstate commerce unreasonably restrained, or tended to restrain, or monopolize, commerce, it violates the provisions of the Federal statute which says that commerce shall flow freely between the States. If it violates the provisions of the Sherman Anti-Trust Law, it does not matter whether it is a **terminal company** or **two** or **three terminal companies,** or **whether it is a line of railroad with a thousand miles** of track extending from the sea to the Mississippi River; if in its operation or in its contracts made with roads who operate thereon, the carrying on of commerce between the States through this instrument or instruments of interstate commerce, the provisions of the Sherman Anti-Trust Law are violated by restraining or monopolizing the business between the different States, then the road or roads must respond for the violation thereof, and the fact that it or they might be a terminal company, should have no bearing in that regard, if in truth and in fact the operations and conduct of the instrument of interstate commerce comes within the principle prohibited by the Act of Congress. The record here shows clearly that five independent carriers of interstate commerce, *i. e.*, the Merchants, Eads, Conlogue, Wiggins and Interstate Commerce, have been unlawfully consolidated; and that these five agencies consolidated under the control of one company, the stock of

which is owned by the fourteen proprietary lines having an absolute monopoly of the movement of all commerce between the States of Missouri and Illinois at St. Louis, Missouri, and East St. Louis, Granite City and Madison, Illinois, and of a like monopoly on all that great commerce that comes from the producing regions in and around St. Louis, in Missouri and in the Mississippi Valley, and which is routed through the St. Louis gateway, as said commerce passes either to or from one coast to the other, or foreign countries.

The Claim That the Defendants Make no Profit From The Terminal Railroad Association Does Not Exempt it From the Provisions of the Anti-Trust Act.

The contention may be made by counsel on the other side, that this consolidation was not made for profit, and consequently there could be no violation of the Sherman Anti-trust Law. I do not understand that there is any such exception in the Sherman law—I do not understand that a profit must be realized in order that the Sherman Anti-trust Law may be violated. I do not understand that the Sherman Law reads all combinations **for profit** and none other in restraint of commerce are illegal. It may be that a combination has been made very injurious to commerce, and yet there may be no greater charge to the public than there was before the combination was organized, but the operation of the combination may be cheaper for those in control of it, and yet the control and combination may exclude **competition.** If it were a test as to whether or not profit were realized, and if it were to be held that because it could pay the asso-

ciation no additional profit, a combination such as this is legal, what would hinder the combination of competing lines from East St. Louis to the Atlantic sea coast, provided they charged the same rate as was charged theretofore, and made no additional profit? It was contended below and may be here that the Court must carve out of this Anti-trust Law first, an exception in favor of the Terminal Railroad Association, because it is claimed to be only a Terminal Railroad, and second, in favor of a combination which it is alleged is a benefit to commerce and in aid of commerce, although **it controls commerce**. If an exception be carved out of this statute by judicial interpretation, the question naturally presents itself, where are you going to stop? If a combination of competing instrumentalities of interstate commerce controlling, restraining and monopolizing trade can be legal, which will reach from the western limits of St. Louis, Mo., 12 or 15 miles to the furthermost limits of East St. Louis, Madison and Granite City, Illinois, and if that combination controls commerce, both local and through, over these instruments of trade, and if such combination is legal because of the presence of these cities in the two states, I ask how far along the lines of those rails of those roads in either direction can that combination be extended? Can it be extended westward to Kansas City and eastward to Indianapolis, or northeast to Chicago, or must it stop at some point short of the Great Lakes or the Atlantic sea coast or the foothills of the Rocky Mountains on the west? Perhaps the answer of the gentlemen is that so long as those properties are operated as terminal facilities alone, that that fixes the limit. But the Sherman Law contains no exception exempting from its provisions ter-

minal railroads operated to aid terminal facilities. **If an instrument of service does an interstate business and is combined with a competing instrument of interstate commerce, competition between the two is necessarily eliminated.**

I take it that if the statute contained exceptions, it would be proper to discuss the question of whether or not the existing instruments of interstate commerce here under consideration came within the terms of the exception; but there is no exception; the Federal statute is plain and clear, and as suggested before, I understand the rule of interpretation in this Court to be where a statute is plain and clear and unequivocal, this Court holds that no exception was intended.

If these five agencies were separate and independent corporations, and pooled their earnings as they once did there could be no doubt **but what they would be violating the law.**

St. Louis is a great center of commerce; a great highway; a gateway through which flows commerce North and South, East and West, across this continent.

Does not that appeal all the morestrongly as a reason why we should clearly and definitely apply the rule of the Federal statute?

That rule says that this commerce **shall flow not unduly unrestrained and competitive.**

It seems to me that this statute is made to act on great gateways of commerce as well as at places where commerce is light, and does apply equally in both places; but there certainly is more reason for the Federal rule where the commerce is greater—and why? Because the injury flowing from the combination is so much greater.

It is just such gateways as this, and such contracts and the forming of such combinations as we have here that should come under the rule. St. Louis is in the geographical and productive and industrial center of the Republic and each passing year will make it more and more a center; commerce radiates from this city in all directions to the uttermost confines of the Republic and to foreign lands and can be influenced more readily **by its control here as to rates than almost anywhere else.**

The Defendant Companies Have Made and Now Make a Profit From the Operation of The Terminal Railroad Association.

The contention will no doubt be made that the consolidation is not operated for profit. Did anyone ever hear of a railroad pool or combine not being operated for profit?

I say that the record in this case shows that the Terminal Railroad Association was operated for profit, and that it was a profitable enterprise. The Record discloses that the Terminal Association controlled by fourteen proprietary railroads, did just what every railroad in this country has been at least wanting to do for years—that is, mortgaging its property for a sufficient amount to reimburse the investors and owners for all moneys invested, and then retaining the control of the stock and operating the property and declaring dividends on the stock, in addition to the payment of interest on the bonds for which the property had been pledged.

An inspection of this Record and a reference to the organization of the primary companies, will disclose that each of these primary companies had stocks and

bonds outstanding and that as the consolidation occurred from time to time, beginning with 1881, there was always an agreement on the part of the Terminal Association that the bonds outstanding and the stock outstanding in the constituent and consolidated companies, should have the interest and dividends thereon paid, and a guarantee was made by the Terminal Association to this effect.

When your Honors will inspect the Record, you will find in Vol. 8 of Exhibits in the form of written agreements, at pages 1823 to 1880, and from 1930 to 1939, whereby the Terminal Association actually **guaranteed payment of interest on bonds and dividends** on issued stock to the extent of something like $28,000,000, with the right to issue some $22,000,000 additional, and under the clause of the agreement hereinbefore referred to, the companies agree to charge sufficient freight rates for the haul over the properties of the consolidated companies to meet any amounts that might be needed for future improvements, agreeing that the whole $22,000,000 could be used and the roads bound themselves to charge rates sufficient to pay interest on the additional $22,000,000 that might be so used.

The Record shows that the present owners of the Terminal Association, **the owners of this consolidated property, have never put one dollar into these properties that they have not received back.** In other words, the proceeds of a bonded indebtedness of $28,000,000 against the Terminal has repaid the proprietary railroad companies every cent they have invested, and these proprietary companies still own the stock of the Terminal Railroad Association and control and operate the property.

Several of the primary companies whose charters are still in force and whose bonds and stocks are out

with a guarantee for the payment of the interest and dividends thereon by the Terminal Railroad Association, are paying at the rate of 6% and 7% on many hundred thousand dollars of stocks and bonds. There is a stock and bonded indebtedness guaranteed by the Terminal Railroad Association and proprietary lines against the Eads Bridge to the extent of $11,000,000, and that was onyl one of these combined instruemnts of interstate commerce, and yet we hear that this is a beneficent organization for the public benefit and not for the profit of its owners.

It seems to me to make a community like the City of St. Louis pay for this vast property, and for maintaining and keeping it up, **free of cost of purchase and of maintenance to the railroads and owners**, is an extremely profitable investment to the defendant interstate carriers of commerce. The defendants have a monopoly of all the interstate commerce at the St. Louis gateway without investing a dollar. This burden and tax is imposed upon each resident who lives within the confines of St. Louis, and nowhere else. To illustrate, if a shipment of freight originated in East St. Louis and was destined for Leavenworth, Kansas, Utah or Colorado, the freight charge is the same as though the shipment originated from St. Louis, Mo. If the shipment originates in a foreign country, or at the Atlantic sea coast and passes over the rails of the roads east coming west, or is destined for the Pacific coast, passing through St. Louis, the consignee pays no additional charge for the haul between the termini of the eastern roads in Illinois and the termini of the western roads at St. Louis. This commerce goes through free and unobstructed. The bridges and feries are treated as a part of the main line of road in cases of

through shipments to points west of St. Louis, Missouri; but if a citizen of St. Louis, Missouri, wishes to make a shipment anywhere east of the City of St. Louis, except to what is called the Green Line territory, a charge of 2c per 100 lbs. was made. on an average, for the haul from St. Louis, Mo., to the termini of the eastern roads in East St. Louis. **No St. Louis bill of lading was issued prior to the time this suit was brought.** When a merchant used one of these instruments of interstate commerce, the Eads, Wiggins, Merchants, Conlogue or Interstate, the shipment was never received by the eastern railroad company until it arrived in East St. Louis, Madison or Granite City.

The President of the Terminal Railroad Association, Mr. Walsh, in a letter to Mr. Morgan giving the facts about the value of the property of the Terminal Railroad Association to enable Mr. Morgan to accurately represent the facts to his clients who might wish to purchase Terminal bonds, stated, that the Terminal Railroad Association controlled all the facilities for interstate commerce at St. Louis, Missouri, and had made a profit of ($2,500,000) Two Million and Five Hundred Thousand Dollars.

The Right to Use the Defendants' Properties Known as The Terminal Railroad Association Could Only be Acquired by a Road Outside The Terminal Railroad Association by Signing the Contract to Forever use the Properties of the Defendants for Movement of Interstate Commerce at St. Louis.

A reference to the agreement of October 1st, 1889, between Gould and six of the defendant roads herein

and the contract known as the Guaranty Agreement of 1902, shows that no railroad could become a member of the Terminal Railroad Association and participate in the use of the properties of said last named company without first signing an agreement to forever send all its interstate commerce originating anywhere and passing through St. Louis, or to or from St. Louis, over the properties of the defendant, the Terminal Railroad Association.

Again, if a railroad was willing to sign the agreement, it even then could not become a member under the terms of the two contracts, if any one railroad that was a member objected. In other words, unanimous consent of all of the defendants allowing an applicant to join must first be obtained.

This power enabled the defendant companies to shut out all competitors from the use of the agencies for moving interstate commerce between Illinois and Missouri at St. Louis.

The Charge for the Haul Between the Termini of the Eastern Roads in Illinois Defendants Herein and St. Louis Was Not a Switching Charge.

It will be seen by reference to R. Vol. 4 p. 1724, the Terminal Railroad Association maintained a separate and independent switching charge schedule which was entirely separate from the charge for the haul between the termini of the defendant roads in Illinois and St. Louis.

The Terminal Railroad Association issued a regular classified schedule of freight rates for the haul between the termini of the Eastern roads in Illinois and St. Louis.

See R., Vol. 3 pp. 1651-1654, and 1658-1659 and Vol. 4 2246 and 2233.

The Pool between Terminal Railroad Association and Merchants Co. and Wiggins Co., admitted to exist by Mr. Scullin on R., Vol. 3 pp. 87-88, shows a regular classified schedule of freights was used by all three companies last above named. This was the pool Scullin said was formed when they stopped cutting rates and "agreed to sin no more."

It Was Not Necessary to Combine Under One Control all the Instruments Used to Move Interstate Commerce to Facilitate the Interchange of Business Between the Defendant Railroads.

The Wiggins Company had for a long time prior to the building of any bridge across the river at St. Louis been a carrier of interstate commerce between the termini of the Eastern roads in Illinois and St. Louis. For many years after the building of the bridges and after the organization of the Terminal Railroad Association, the Wiggins Company continued to operate its locomotives and cars in Missouri and Illinois and its car transfer ferries across the Mississippi River, moving interstate commerce. The Record shows as hereinbefore stated that the Wiggins Company connected with every railroad in Missouri and Illinois doing business at St. Louis. It connected with the Terminal Association in Missouri and Illinois. It had more and better facilities for handling interstate commerce than the Terminal Association had. The combining of the two companies did not and could not add anything to the facility with which traffic could be interchanged between the Wiggins and other carriers, nor between

the Wiggins and the Terminal Railroad Association. The Record shows the Wiggins Company had more track-located industries than the Terminal; that most of the track-located industries were on the tracks belonging to individual roads and not belonging to either the Wiggins or the Terminal Companies.

The payment of five times the value of the Wiggins properties by the defendants in 1902 to get control of it did not add additional facilities for the interchange of traffic moving between Missouri and Illinois or elsewhere at or through or to St. Louis.

The excessive price war paid only to exclude competition. The Record shows the Merchants Terminal Company had connection with all the railroads before it was combined with the Terminal Railroad Association. Therefore no additional facilities were afforded for interchange of traffic by that combination.

RESUME AND CONSEQUENCE OF FOREGOING.

1. **August 17, 1893.**

St. Louis Bridge, with tracks and terminals, **Wiggins Ferry,** with tracks and terminals, **Merchants Bridge** with tracks and terminals, all independent, competing and distinct media of interstate commerce—each being operated on its own account and for its own purposes.

2. **August 17, 1893.**

Foregoing three separate media combined under one control and thenceforward so operated.

3. **August 17, 1893.**

"The Terminal Railroad Association of St. Louis" —owned by fourteen **"proprietary"** railroad companies, also defendants herein.

4. **Purpose to monopolize by foregoing combination farther shown** by:

1. Purchase of Merchants Company.
2. Purchase of Wiggins Company.
3. Purchase of Conlogue railroad.
4. Purchase of Interstate Car and Transfer Company.
5. Purchase and control of Alton bridge.

Every semblance of competition thus effectually removed.

5. **Detrimental consequence of combination and monopoly shown** by:

1. Guaranty agreement.
2. Delays in transit and delivery.

3. Favoritism to St. Louis Transfer Company.

4. Indeepndent freight stations rendered impossible.

5. City of St. Louis deprived of adequate freight facilities.

6. "Bridge Arbitrary" established hostile to business interests of St. Louis shippers and manufacturers.

7. Coal traffic handled to St. Louis' detriment.

8. Feright rates arbitrarily fixed and maintained to St. Louis' detriment.

Every fact thus demonstrates a clear and deliberate violation of the statute.

Unreasonable Restraint of Interstate Commerce and a Monopoly Thereof is Shown by the Record.

The **intent to create** a restraint upon interstate commerce from the time of the creation of the Terminal Railroad Association is shown by the agreement binding all the railroads, stockholders of the Terminal Association to **forever use** the properties of said corporation for all interstate commerce.

This contract fixes the intent the organizers of the Terminal Association had when they caused said company to be formed.

Purpose to creat a monopoly shown by the acts of those controlling the Terminal Company in causing it to buy the Wiggins Ferry Company at three times its value to exclude the Rock Island as a competitor.

The intent to creat a monopoly is shown by the acquisition, by Terminal, of every agency and instrument that could possibly be used as a competitor, to-wit:

1. Purchase of Merchants Bridge and Terminal Railway Company.
2. Purchase of Wiggins Ferry Company.
3. Purchase of Conlogue road.
4. Purchase of Interstate Car and Transfer Company.
5. Defendants purchase and control of the Alton Bridge.

Monopoly is Complete.

The record shows the control of all the instruments used to move interstate commerce between the termini of the Eastern railroads in Illinois and St. Louis is absolute. none are left to compete.

No road can acquire the right to use the facilities of the defendants in Missouri and Illinois without unanimous consent of all defendants, and then only by signing an agreement to forever use the properties of the defendants for the movement of interstate traffic destined to or from St. Louis This binds forever all interstate traffic at St. Louis and puts it in the hands of the defendants.

If it is legal and not a violation of the law and policy of the Republic for one city, and the million of people commercially and industrially tributary to it, to have all of its traffic placed in the hands of fourteen railroads why is it not legal for the different railroads at all of the cities to control in this manner the traffic at all centers? The control thus extended would practically forever exclude perpetually all competition in railroad transportation and place it in the hands of the existing lines and their successors.

It is Legally no Justification for This Complete Monopoly to Say it is a Terminal Facility and the Combination is Made Only to Facilitate Interchange of Traffic.

The physical interchange of traffic has not been facilitated because there has been no change in the physical condition or arrangement of the properties since the combination.

No additional facilities have been added.

Again the interstate commerce act provides all interstate commerce carriers must interchange traffic at points of connection. Thel aw of Missouri requires the same thing of connecting carriers.

The record shows competition was eliminated as to rates between, first, the Terminal Company and the Wiggins Company by pooling agreements. This was followed by pooling agreements between the then competing carriers, The Merchants, the Wiggins and the Terminal Companies. Now the old form of eliminating competition by pooling agreements has been displaced by combining the control in one consolidated corporation by transfer of stock.

The result is the same—elimination of competition and undue restraint of trade. If brought about now by an old fashioned pooling contract it would at once be declared illegal. Is it legalized because now the undue restraint of commerce and the monopoly thereof appears clothed in the corporate form of a "dummy" corporation, having as an excuse for its existence economy of operation and facility of interchange of traffic?

The Trust's excuse for its undue restraint of trade is always "economy of operation."

The Defendant, Terminal Railway Association, is an Illegal Combination in Restraint of Commerce. It is a Monopoly.

This defendant, The Terminal Railroad Association, was the illegal product of an unlawful contract made in 1889, between six of the defendants herein and Jay Gould, and it was brought into existence to be used only to unreasonably restrain interstate commerce and create a monopoly thereof. And this corporate entity the spawn of an illegal contract in which the public policy of this Republic was spurned has in its every act of its corporate life been true to the object for which it was created and it has never failed to use its power to restrain commerce and create monopoly as its creators, the defendants, intended it should do. The defendants hail this Terminal Association as a public benefactor while the shipping world looks on it as a burden on commerce.

The Conlogue road reached every road in East St. Louis, and it carried over its rails to a connection with the East Carondelet Ferry of the Missouri Pacific freight cars from all the Eastern roads destined to St. Louis, Missouri, and to points beyond.

The Interstate Car-Transfer Company operated two car-transfer boats passing from a point south of the Eads Bridge to a point north of it and between the Eads and the Merchants Bridge. The Interstate Car-Transfer Company operated in connection with the railroads in Missouri and Illinois and thereby had access to the central business and manufacturing sections of St. Louis, Missouri, and East St. Louis, Madison and Granite City, Illinois.

The Conlogue and the Interstate Companies were clearly competitors with each other and with the Mer-

chants and Wiggins and the St. Louis Terminal Association. All five were **competitive instruments of interstate commerce and carried on interstate commerce, and the combination of them restrained interstate commerce by eliminating all competition.**

The combination of the five instruments of interstate commerce violated the Sherman Law by creating a monopoly of the interstate commerce between the States of Missouri and Illinois at St. Louis, Missouri, and Granite City, Madison and East St. Louis, Illinois.

The consolidation of the five instruments of interstate commerce, the Wiggins, the Eads, the Merchants, the Conlogue and the Interstate Car Transfer Company into a single instrument of interstate commerce **unduly restrained** competition and this consolidation therefore was an unlawful restraint of interstate commerce.

The interstate commerce theretofore controlled by the five companies, was thenceforward controlled by one single corporation, and the commerce between the States of Missouri and Illinois, at St. Louis, Missouri, and East St. Louis, Madison and Granite City, Illinois, was placed under the command and mastery of a single corporation, i. e., the Terminal Railroad Association. The great commerce passing over the 50,000 miles of rails of the fourteen proprietary companies and through the St. Louis gateway was absolutely **controlled and restrained and its movement and the cost thereof, absolutely directed** wholly by the single corporation known as the Terminal Railroad Association.

Competition was eliminated. The control, restraint and mastery of interstate commerce was complete. The fourteen roads and the Terminal Association acted as one road. The fourteen roads acted through the

Traffic Association as a single corporate entity. The combination eliminated all competition in rates and service. **It was a complete monopoly.**

The acts of the defendants clearly violate the Sherman Law and the prayer of the Government should be granted.

RELIEF SPECIFICALLY ASKED BY PETITION.

1. That all acts done or to be done in carrying out the combination are in derogation of the common rights of the people of the United States, and in violation of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopoly", and that the defendants and each of them and every one of them, and their officers, directors, stockholders, agents and servants, and each of them be perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the same in the future; that all agreements made between the defendants looking to the operation of the St. Louis Bridge, known herein as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or non-competing interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and terminals connecting therewith be declared void, and the defendants, parties to such agreements, be enjoined and forbidden from the further carrying out of such agreements or the operation of such bridges, railroad tracks and terminals in such common or non-competitive interest; that the said defendants and each of them, their agents, servants and representatives, be enjoined and forbid-

den from operating, controlling and maintaining the properties hereinbefore described as a common instruments or agency of interstate commerce, under the common control of the fourteen railroad companies, owning the capital stock of the Terminal Railroad Association.

This finds it authority in **Northern Securities v. United States**, 193 U. S. 197.

2. That the fourteen "proprietary companies" be enjoined from voting or in any manner acting as owner of shares of the capital stock of the Terminal Railroad Association, the Wiggins Ferry Company or the Merchants Bridge Terminal Railway Company.

This consequence follows from the unlawful character of the combination complained of in the petition.

Northern Securities Cases—*supra.*

3. That the Terminal Railroad Association be enjoined from recognizing or accepting the "proprietary companies" as owners of its stock, or permitting them to vote the same or paying them dividends thereon, or recognizing as valid any transfer, mortgage, pledge or assignment of the same.

This is the necessary accompaniment of the next preceding prayer and is based upon the same authority.

4. That Eads Bridge, Merchants Bridge and Wiggins Ferry and their associated subsidiary companies be enjoined from recognizing or accepting the Terminal Association and its fourteen co-defendants as the owners of the stock of the said Bridges, Ferry and Subsidiary Companies, and from voting same, or paying any

dividends thereon and from recognizing as valid any mortgage, piedge, assignment or transfer of the stock of said bridges, ferry, or subsidary corporations.

5. That the individuals above named and each of them, and each and every person combining or conspiring with them as hereinbefore charged, and their trustees, agents and assigns, present or future, and each and every one of them, be perpetually enjoined from doing any and every act or thing hereinbefore complained of, or in furtherance of the combination or conspiracy described herein, or intended or tending to place the capital stock of the Terminal Railroad Association of St. Louis, in any of the corporations controlled by it, or the St. Louis Merchants Bridge Terminal Railway Company, or any of the corporations controlled by it, or the stock of either the Merchants or the Eads Bridge, or the said two bridges or the competing railway systems operated by the St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, or the competitive interstate or foreign trade or commerce carried on by them under the control legally or practically of the defendant, the Terminal Railroad Association of St. Louis, or either or all of the said fourteen railroad companies above named, who now own the capital stock of the Terminal Railroad Association, or of any person or persons, association or associations, corporation or corporations acting for or in lieu of said Terminal Railroad Association of St. Louis, or the said fourteen railroads companies above named, owning and controlling the stock thereof, in carrying out the unlawful combination or conspiracy hereinbefore complained of in this petition.

6. The relief sought in general is necessarily aimed at restoring conditions existing when the monopoly was effected—that of restoring to their position as media of interstate commerce the three competitive instruments—the "Eads Bridge", the "Merchants Bridge" and the "Wiggins Ferry", under whatever form each was being operated.

THE ATTORNEY GENERAL
OF THE UNITED STATES.

Special Assistants to the Attorney General.

Attorney of the United States for the Eastern District of Missouri.
For Complainant.

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3

ABSTRACT OF PLEADINGS AND EVIDENCE

Office Supreme Court, U. S.
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OCT 20 1911
JAMES H. McKENNEY,
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IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 386.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

THE ATTORNEY GENERAL
OF THE UNITED STATES.

CHARLES A. HOUTS,
United States Attorney.

EDWARD C. CROW,
Special Assistant to the Attorney General

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Abstract of the Pleadings and Evidence.

THE PLEADINGS.

The plaintiff proceeds by petition filed November 25, 1905, under the Act of Congress of July 2, 1890, 26 Statutes at Large 209 (commonly known as the Sherman Law).

> Sec. 1. Every contract combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States, or with foreign nations, is hereby declared to be illegal.
>
> Sec. 2. Every person who shall monopolize or attempt to monopolize, or combine, or conspire

with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be guilty of a misdemeanor.

Defendants.

The Terminal Railroad Association of St. Louis; The St. Louis Merchants' Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; these fourteen railroads being known herein as the "proprietary companies"; The Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clarke; H. Miller; Benjamin McKean; Joseph Ramsey; Geo. E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher and S. D. Webster.

1. Averments of Petition and Answer—Admissions —Denials.

The defendants and each of them (with the exception of the defendant, the Central Trust Company of New York and the several individuals above named), at the times hereinafter mentioned, were and now are common carriers employed in the transportation of freight and passengers among the several States of the United States, and between such States and foreign nations, and as such carriers so employed were and are engaged in trade and commerce among the several States and with foreign nations.

Denied as to Terminal Association, both Bridge corporations, the Wiggins Ferry Company and Merchants Bridge Terminal. Admitted as to others.

2. St. Louis Merchants Bridge and St. Louis Bridge.

That the St. Louis Merchants Bridge and the St. Louis Bridge (owned by the respective companies above named) are now and have been since 1889, the only two bridges across the Mississippi River between the States of Illinois and Missouri, at St. Louis; that one of said bridges was erected by the Illinois and St. Louis Bridge Company, and is now owned by the St. Louis Bridge Company, and was opened for business in the year 1874, and that this bridge is known as, and hereafter will be designated herein as the "Eads Bridge"; that it has its western approach at the foot of Washington avenue, in the City of St. Louis, Missouri, its eastern terminus in East St. Louis, Illinois; that

it has a double track, standard gauge railroad on its lower or first part, and immediately over the said railroad tracks is a wagon way, sidewalk for pedestrians and a double track electric street railway line. The wagon way, pedestrian walks and street railway at said western approach are reached by the street surface of Washington avenue; the railroad tracks on the bridge are reached from the west by a tunnel, extending under the surface of Washington avenue, and the business district of the City of St. Louis, Missouri.

That the St. Louis Merchants Bridge, hereinafter designated as the "Merchants Bridge," has its western approach at the foot of Hall street, in the City of St. Louis, Missouri, and has its eastern terminus in the Village of Venice, in the State of Illinois; that said bridge was erected and opened for business on the first day of June, 1890.

Admitted.

3. Terminal Railroad Association and Merchants Bridge Terminal Railway Co. operating independent lines.

The defendants, the Terminal Railroad Association of St. Louis, and the Merchants Bridge Terminal Railway Company, on and prior to August 17, 1893, owned and controlled and operated two separate, parallel, independent and competing lines of railroad (hereinafter more particularly described) running east and west in the States of Missouri and Illinois, and across the Mississippi River, by means of two bridges, the Eads Bridge and the Merchants Bridge, theretofore constructed

over said river (opposite the City of St. Louis, Missouri) and into the States of Missouri and Illinois.

Denied.

4. Terminal Railroad Association, Merchants' Bridge Terminal and Wiggins Ferry in control of interstate commerce at St. Louis.

The defendants, the Terminal Railroad Association of St. Louis, the Merchants Bridge Terminal Railway Company and the Wiggins Ferry Company, at all of the times hereinafter stated, and at the present time, control and operate all of the lines of railway, and particularly control all of the lines of railway and means of transportation for passengers and freight among the several States of the United States and foreign nations, at St. Louis, Missouri, East St. Louis, East Carondelet, Madison and Granite City, Illinois.

Denied.

5. Organization of Terminal Railroad Association.

That on July 3, 1889, the Terminal Railroad Association of St. Louis was organized under the laws of the State of Missouri, with a capital stock of seven millions of dollars, which was owned by the following named railroad companies, to-wit:

The Wabash Railroad Company; the Missouri Pacific Railway Company; the Cleveland, Cincinnati, Chicago and St. Louis Railway Company; the Louisville and Nashville Railway Company; the Ohio and Mississippi Railroad Company; and

the St. Louis, Iron Mountain and Southern Railway Company.

Admitted as to incorporation. Denied as to ownership of stock.

6. Increase of Capital Stock.

That subsequently the capital stock of said Terminal Railroad Association was increased to fifty millions of dollars, and that 28,820 shares of said stock, at one hundred dollars par value each, have been issued and are now outstanding.

Admitted.

7. Ownership of Stock.

That by the terms, arrangements and contracts made subsequent to the 17th day of August, 1893, other railroad companies purchased shares of stock in the Terminal Railroad Association of St. Louis, and at this time the capital stock of the said Terminal Railroad Association is owned and held by the following named corporations and persons, to-wit:

Missouri, Kansas & Texas Railway Company	2056
Chicago & Alton Railway Company	2056
St. Louis & San Francisco Railway Company	2056
Baltimore & Ohio Southwestern Railway Company	2056
Illinois Central Railway Company	2056
St. Louis, Iron Mountain & Southern Railway Company	2056

Chicago, Burlington & Quincy Railway Company	2056
St. Louis, Vandalia & Terre Haute Railroad Company	2056
Wabash Railroad Company	2056
Cleveland, Cincinnati, Chicago & St. Louis Railway Company	2056
Louisville & Nashville Railroad Company	2056
Southern Railway Company	2056
Chicago, Rock Island & Pacific Railway Company	2056
Missouri Pacific Railway Company	2056
Mr. A. A. Allen for M., K. & T. Ry. Co	2
Mr. S. M. Felton for C. & A. Ry. Co	2
Mr. A. J. Davidson for St. L. & S. F. Ry. Co.	2
Mr. W. M. Green for B. & O. S. W. R. R. Co.	2
Mr. J. T. Harahan for Ill. Cent. Ry. Co	2
Mr. C. S. Clarke for St. L., I. M. & S. Ry. Co.	2
Mr. H. Miller for C., B. & Q. Ry. Co	2
Mr. Benjamin McKean, for St. L., V. & T. H. R. R. Co	2
Mr. Joseph Ramsey for Wabash R. R. Co	2
Mr. Geo. E. Evans for L. & N. R. R. Co	2
Mr. C. E. Schaff for C., C., C. & St. L. Ry. Co.	2
Mr. T. C. Powell for Southern Ry. Co	2
Mr. J. F. Stevens for C., R. I. & P. Ry. Co	2
Mr. A. G. Cochran for Missouri Pacific Ry. Co.	2
Mr. W. S. McChesney for T. R. R. Assn. of St. L.	2
Mr. Julius S. Walsh for T. R. R. Assn of St. L.	2
Mr. V. W. Fisher, Inspector of Election	2
Mr. S. D. Webster, " "	2
	28820

Admitted except that Nutt holds in lieu of Miller, Miller in lieu of Ramsey and Moore in lieu of Stevens.

8. Control by Proprietary Roads.

That the persons above named as holding two shares of stock each, hold the same as representatives of the respective railroads of which they are officers, agents and representatives, and that each of the said fourteen railroad companies owning the capital stock of the Terminal Railroad Association is represented by a director in the board of directors of the Terminal Railroad Association.

That W. S. McChesney, Julius S. Walsh, V. W. Fisher and S. D. Webster each hold two shares of stock in trust for the Terminal Railroad Association of St. Louis; and that the said McChesney and Walsh are officials of the Terminal Railroad Association and said Fisher and Webster inspectors of election.

That the said fourteen lines of railroad above named constitute the principal trunk lines of railroad entering the City of St. Louis, Missouri, and the City of East St. Louis, Illinois, from either side of the Mississippi River, and from all portions of the continent, and control and conduct the interstate commerce of the States of the United States which centers upon and is required to be conducted across the said river at the City of St. Louis.

That the Terminal Railroad Association was created by the consolidation of and succeeded to the rights, privileges, franchises and property of

the Union Railroad & Transit Company, and the Terminal Railroad of St. Louis; that there was issued to the shareholders of the Union Railway & Transit Company and the Terminal Railroad of St. Louis, for each share that they owned in the primary companies, one share of the capital stock of the Terminal Railroad Association of St. Louis, Missouri.

Admitted.

9. Union Railway & Transit Company and Terminal Railroad Association.

That at the time the said consolidation occurred, each of the said primary companies, to-wit: The Union Railway & Transit Company and the Terminal Railroad Company of St. Louis, each owned a complete railroad with equipments thereto and that said roads were so constructed as to form one continuous line of railroad, running in the same general direction, through and into the States of Missouri and Illinois and across the Mississippi River on the Eads Bridge.

Denied.

10. Control by Terminal Railroad Association.

That by this consolidation aforesaid, there was brought under the control of the Terminal Railroad Association of St. Louis the properties of the St. Louis Bridge Company (Eads Bridge), The Tunnel Railroad Company of St. Louis, the Union Railway & Transit Company, the Terminal Railroad of St. Louis, Missouri, and the Terminal Rail-

road of East St. Louis, Illinois, all of which were engaged in trade or commerce among the several States and between said States and foreign countries, and of all of which said properties belonging to the said last above named railroad and bridge companies, the said Terminal Railroad Association took possession and which it began to operate and still continues to operate, and still continues to operate in the carrying on of interstate trade and commerce.

Denied. Averred that by the consolidation the Terminal Association became the owner of the properties the constituent companies, the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis, but of no other property.

11. Companies under name Terminal Railroad Association.

That the said railroad companies last enumerated were so consolidated under the name of the Terminal Railroad Association of St. Louis, that their lines of railroad so consolidated were owned and operated in the States of Illinois and Missouri, and were connected with all the main lines of railway entering the Cities of St. Louis, Missouri, East St. Louis, Madison, Granite City, and East Carondelet, Illinois.

Denied, except as to consolidation of the Terminal R. R. Association of St. Louis and the Union Railway and Transit Company.

12. Tracks of Terminal Railroad Association.

That on the 3rd day of July, 1889, and prior thereto, and at all times thereafter and now, the Terminal Railroad Association of St. Louis, Missouri, had tracks and lines of railroad and operated the same as follows: Beginning at the west end of the Eads Bridge, in St. Louis, Missouri, thence running southwesterly with a double track, standard gauge railroad, through the tunnel controlled by said corporation, to Spruce street and Eighth street, thence westwardly to the Union Station, at Eighteenth and Twenty-first, Clark avenue and Market street, in said city, to a point where connections were then and are now made with the tracks, lines and termini of the lines of railroad entering St. Louis, Missouri, from the north, from the south, from the west and from the southwest; also from the place of beginning at the west end of the Eads Bridge, thence eastwardly and across the Mississippi River, over and upon said bridge with a double track standard gauge railroad into the City of East St. Louis and into East Carondelet and into the State of Illinois, where the tracks of said Terminal Railroad Association then and theretofore and now connect with the tracks of the lines of railway and termini of the main lines of railways, extending from East St. Louis, Illinois, northwardly to the Great Lakes, and eastwardly to the towns, cities and ports situated on the Atlantic sea coast; that in addition to the main lines of track of said Terminal Railroad Association on said date, theretofore and now, said Terminal Railroad Association operated, and operates, and controlled and controls, switches,

tracks, spurs and branches, cross-overs and depots, running to and from various public and private warehouses, depots, storage houses, factories and business establishments in the cities of St. Louis, Missouri, East St. Louis, East Carondelet, Madison and Granite City, Illinois, and which said side tracks, spurs and switches were then and theretofore had been and now are so connected with the lines of track of the said Terminal Railroad Association as to enable said Association as a common carrier of interstate trade and commerce for hire, to haul, carry, transfer and switch the products so manufactured and stored, or shipped or to be shipped into and from said warehouses, factories and business establishments, depots or other places, to and upon the tracks and lines of road and termini of the various railroads entering the cities of St. Louis, Missouri, East St. Louis, Madison, East Carondelet, Granite City, Illinois; and so as to enable said Terminal Railroad Association as a common carrier employed in interstate trade and commerce to haul, switch and convey to and from the factories, warehouses, depots and other places in said cities, all freight and articles of trade and commerce coming into or going out of said cities, upon all of the tracks and lines of road and termini of the various railroads entering St. Louis, Missouri, East St. Louis, Madison, Granite City and East Carondelet, Illinois.

Denied: Averred that the Terminal Association of St. Louis was created by consolidation of Union Railway and Transit Company with Terminal Railroad of St. Louis, July 26, 1889. Avers that Union Station was not erected until 1894. Avers that

Terminal Association is limited to East St. Louis and St. Louis. Admits that it has facilities to reach other points.

13. St. Louis Merchants Bridge Terminal and Madison, Illinois, and St. Louis R. R.

That the St. Louis Merchants Bridge Terminal Railway Company was organized in August, 1887, under the laws of the State of Missouri, and its charter amended in 1893, and that it was created for the purpose of and did build and construct a standard gauge railroad from the Illinois shore over the Merchants Bridge to the Union Station in St. Louis, Missouri, and owned and operated said road on the 17th day of August, 1893.

That the Madison, Illinois, and St. Louis Railroad Company was organized under the laws of the State of Illinois, for the purpose of building and operating and did build and operate a railroad from the east end of the Merchants Bridge to Granite City, Illinois, a distance of four and one-half miles, and that said road was organized for the purpose of being operated and controlled by the St. Louis Merchants Bridge Terminal Railroad Company, and that on the 17th day of August, 1893, said Madison, Illinois, and St. Louis Railway was controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

Admitted, except as to purposes of creation of Merchants Bridge Terminal Railway and that it was or is operated.

14. St. Louis Terminal Railway Company.

That the St. Louis Terminal Railway Company was organized under the laws of the State of Missouri, to construct and operate a railroad from a point upon the line of the St. Louis Merchants Bridge Terminal Railway Company, near the western approach of said Merchants' Bridge, in the State of Missouri, north and westerly through the City and County of St. Louis, Missouri; that said St. Louis Terminal Railway Company built about twenty miles of road in the City and County of St. Louis, leased the same to the said St. Louis Merchants Bridge Terminal Company, which said latter corporation controlled and operated the said St. Louis Terminal Railroad Company, on the 17th day of August, 1893, and prior thereto.

Admitted except as to lease.

15. East St. Louis Terminal Railway Company.

That the East St. Louis Terminal Railway Company was organized under the laws of the State of Illinois in 1887, to build and did build and operate a railroad from the eastern end of the Merchants Bridge for connection with other lines of railroad in the State of Illinois, and said East St. Louis Terminal Railway Company on the 17th day of August, 1893, was and had been theretofore controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

Denied.

16. St. Louis Transfer Railway.

That the St. Louis Transfer Railway Company was a corporation organized under the laws of the State of Missouri, and built and operated a railway from Grand avenue to Arsenal street in the City of St. Louis, Missouri, having a main and side tracks of about 40 miles; that said corporation was, on the 17th day of August, 1893, and prior thereto, had been controlled and operated by the Wiggins Ferry Company.

Admitted except as to length of road.

17. Illinois Transfer Railway.

That the Illinois Transfer Railway Company was and is a corporation organized under the laws of the State of Illinois, for the purpose of making connection with the Merchants Bridge and the tracks of the Merchants Bridge Terminal Railway Company in the State of Illinois.

That the Granite City and Madison Belt Railway Company was and is likewise a railway corporation organized under the laws of the State of Illinois, for the purpose of making connection with the Merchants Bridge and the various lines of railway entering into Granite City, Madison, and East St. Louis, Illinois, and that both of said railways were on the 17th day of August, 1893, and prior thereto, had been controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

Admitted except as to purposes of incorporation and by what operated.

18. St. Louis Belt and Terminal Railway.

That the St. Louis Belt and Terminal Railway Company was a railroad corporation, organized to build a railroad in the State of Missouri, and that it did build and construct lines of railway in the City and County of St. Louis, Missouri; that said lines of railway, on the 17th day of August, 1893, and prior thereto had been and were controlled and operated by the St. Louis Merchants Bridge Terminal Railway Company.

Denied.

19. Stock of Merchants Bridge.

That the stock of the Merchants Bridge had been from a time previous to the building of said bridge, and was on the 17th day of August, 1893, owned by the St. Louis Merchants Terminal Railway Company.

That in 1889, the St. Louis Merchants Bridge Company made a lease of its bridge for forty years to the St. Louis Merchants Bridge Terminal Railway Company; but afterwards, this lease was cancelled and a similar lease for forty years made to the Madison, Illinois and St. Louis Railroad Company, which corporation is controlled by the St. Louis Merchants Bridge Terminal Railway Company.

Admitted.

20. St. Louis Merchants Bridge Terminal.

That on the 17th day of August, 1893, and prior thereto, and at the time of the commission of the

acts hereinafter complained of, the St. Louis Merchants Bridge Terminal Railway Company was the owner of and operated a standard gauge railroad, located in part as follows:

Beginning at the Union Station in the City of St. Louis, Missouri, thence running easterly with a double track standard gauge railroad across and over Eighth, Seventh and Sixth streets and Broadway through and across Plum and Poplar streets, and thence by an elevated road and track to the wharf, on the west bank of the Mississippi River, and thence on said elevated railway and track northeasterly along said wharf, through and across First street, and thence in a northerly and easterly direction to Hall street, and thence easterly across the Mississippi River, over and upon the Merchants Bridge into the State of Illinois, to the village of Venice and to the City of East St. Louis, Madison and Granite City in the State of Illinois, at which points in Illinois its line of road then connected, and now connects with the Illinois Transfer Railroad Company, East St. Louis Connecting Railway Company, East St. Louis Belt Railway Company, East St. Louis and Carondelet Railway Company, and all the main lines of railway leading from East St. Louis, Illinois, Granite City, Illinois, and Madison, Illinois, and other points in said State, opposite St. Louis, Missouri, to towns and cities and ports on the Great Lakes and the Atlantic Coast; also beginning at the west end of the Merchants Bridge in St. Louis, Missouri, thence westerly and southerly, the tracks of the said St. Louis Merchants Bridge Terminal Railway Company extend with a standard gauge road, through the City of St.

Louis, Missouri, for a distance of 25 miles, intersecting and connecting with the tracks and termini of all the lines of railroad extending from St. Louis, Missouri, westward, northwestward and southwestward to the Pacific Coast and the Rio Grande River, and the Republic of Mexico on the south; that in addition to the above named railroad properties the said Merchants Bridge Terminal Railroad Company on the 17th day of August, 1893, and prior thereto owned and controlled and operated the side tracks, branches and spurs extending to freight depots, private and public warehouses, manufacturing establishments and other places, where articles of trade and commerce were stored, or to be stored and manufactured, and which said branches and side tracks, switches and spurs were all properly connected with the main lines of road and tracks of the said company, so as to enable it as a common carrier of interstate trade (among the several States and foreign countries) for hire, to carry and haul, transfer and convey, all goods and articles of trade and commerce of all kinds to and from said freight depots and warehouses, factories, storehouses and other places upon its own tracks and termini in Missouri and Illinois, and to places on the tracks and termini of all roads entering the Cities of St. Louis, Missouri, and East St. Louis, Venice, Madison and Granite City, Illinois.

Denied. Averment made that line of Merchants Terminal was from 8th and Gratiot east to levee and thence north to Merchants Bridge.

21. Wiggins Ferry Company.

That the Wiggins Ferry Company is an Illinois corporation, organized by special act of the General Assembly of the State of Illinois, in 1853; that it had constructed, and on the 17th day of August, 1893, and prior thereto, and at the time of the commission of the acts hereinafter complained of, owned and operated steam ferry boats and transfer boats on and across the Mississippi River between the City of St. Louis, Missouri, and the City of East St. Louis, Illinois; that these transfer and ferry boats were so constructed as to transfer trains of cars across the Mississippi River between the cities of Illinois and Missouri, aforesaid; that said boats were used for said purpose; that said Wiggins Ferry Company did on the 17th day of August, 1893, and theretofore operate and has since said time, operated the East St. Louis Connecting Railroad in Illinois, which connected with the various railroad lines entering East St. Louis, Illinois, East Carondelet, Madison and Venice, Illinois, with its ferry privileges, and it also operates and controls a railroad in St. Louis, Missouri, and by means of the two railroads and its ferry boats, cars to the number of 1200 daily are now and have been transferred and were on the 17th day of August, 1893, transferred from the railroads entering East St. Louis, Illinois, and other points in Illinois, from the east to railroads entering St. Louis from the west and to the Union Station and **vice versa.**

That the lines of railroad auxiliary to the Wiggins Ferry Company and controlled by it, are as follows, to-wit: The East St. Louis Connecting

Railway, a corporation organized under the laws of the State of Illinois, and operating a line of railroad in East St. Louis, connecting with the ferry and transfer boats of said Wiggins Ferry Company; the St. Louis Transfer Railway Company, a corporation organized under the laws of the State of Missouri, and operating under the control of the Wiggins Ferry Company, 12.83 miles of main track, and about 30 miles of side track in the City of St. Louis, Missouri.

That in so operating said railroads and steam ferry and transfer boats, the said Wiggins Ferry Company was on the 17th day of August, 1893, and had been prior thereto, and has been at all of the times since, a common carrier engaged in interstate commerce among the several States of the United States and with foreign countries.

Admitted as to incorporation: Denies other averments. Avers separate operation of railways named—that Wiggins Ferry owns their stock—East St. Louis, Carondelet, connecting with lines entering East St. Louis, and St. Louis Transfer connecting with inclines of Wiggins in St. Louis and E. St. L. & C. R. R. with those in East St. Louis.

22. Scheme of Monopoly.

That in 1881, the defendant, the Missouri Pacific Railway Company, and the Wabash, St. Louis & Pacafic Railway Company (now the Wabash Railroad), and other corporations and persons whose names are unknown to the complainant entered into a combination to consolidate, under the

control of the Missouri Pacific and the Wabash, St. Louis & Pacific Railway Company, the properties of the St. Louis Bridge Company, the Union Railway & Transit Company, the Tunnel Railroad Company of St. Louis, the Terminal Railroad of East St. Louis, comprising and including the Eads Bridge and all of the railroads used in connection therewith, with the intention thereby to place restraint upon all competitive interstate or foreign trade or commerce, carried on by said above named railroad corporations, and all other railroad corporations, at St. Louis, Missouri, and East St. Louis, Illinois, opposite the City of St. Louis, Missouri, and intending by said combination to monopolize the interstate commerce and trade, and to suppress competition therein between the railway systems; and to that end the Missouri Pacific Railway Company and the Wabash, St. Louis and Pacific Railway Company entered into an agreement with the St. Louis Bridge Company and the Tunnel Railroad Company by which there was leased all of the property of the bridge and tunnel companies, including that held under the lease or contract to the said Wabash, St. Louis & Pacific Railway Company, and the Missouri Pacific Railway Company.

That in pursuance of the said lease the said Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company took possession of all of the property of the St. Louis Bridge Company and Tunnel Railroad Company, and began and continued to operate said Eads Bridge, Tunnel Railroad Company and Terminal Railroad Company of East St. Louis and the Union Railway & Transit Company.

Admitted.

That by means of the control of said property last above mentioned by said lessees, the said Missouri Pacific Railway Company and the Wabash, St. Louis & Pacific Railway Company, were enabled to arbitrarily fix and maintain whatsoever price they wished for transportation of passengers and freight between the States of Illinois and Missouri, and over the Eads Bridge, and between said States and several states of the United States and foreign countries; that by reason of said control of the aforesaid instrumentalities of interstate commerce by said two railroad corporations, there were exacted and charged unreasonable and extortionate bridge tolls and charges for transporting passengers and freight among the several States and from foreign countries, and the public was subjected to ruinous and unecessary delays in carrying on said interstate trade and commerce.

Denied.

That in order to secure competition and obtain relief from the existing conditions and to enable the trade and commerce in passengers and freight between Missouri and Illinois, and between said States and other States and foreign countries to be carried on at reasonable rates, and without unnecessary delay, and to rid themselves of the pernicious effects of monopoly, certain citizens of the City of St. Louis, Missouri, applied to Congress for authority to erect a competing railway bridge across the Mississippi River at St. Louis, Missouri; that on February 23, 1887, the Congress of the United States granted a charter for that purpose and in order to maintain and keep said bridge

an independent and competitive instrument of interstate commerce, the citizens of St. Louis, Missouri, asked Congress to insert in the said charter of the Merchants Bridge the following section, which was so inserted, to-wit:

"Section 11. That whereas, a principal reason for giving authority to build a bridge herein contemplated is to secure reasonable rates and tolls for corporations and individuals for passing over the same, the St. Louis Merchants Bridge Company, or its successors or assigns, shall not agree or consent to the consolidation of this bridge with any other bridge across the Mississippi River, or to the pooling of the earnings of this bridge company with the earnings of any other bridge company on said river. Nor shall any person who is or may be a stockholder or director or manager of any other bridge over said river be a stockholder, or director, or manager of the bridge herein provided for, provided, that if this povision of this act shall at any time be violated in any of these particulars, such violation shall without legal proceedings at once forfeit the privilege hereby granted, and such bridge shall become the property of the United States, and the Secretary of War shall take possession of the same in the name and for the use of the United States."

That by the terms of said Section 11, no person who was a stockholder, director or manager in any other bridge over the Mississippi river, could be a stockholder, or manager or director of said Merchants Bridge; that afterwards, to-wit: On September 1, 1888, some person, or persons, corporation or corporations, whose names are unknown to

the complainant, intending and contriving to defeat the object for which said bridge was built, and intending and designing to remove the legal obstacles to the consolidation of said Merchants Bridge with the Eads Bridge, and with the design of depriving the citizens of Missouri and Illinois, and the several other States of the United States of the benefits of competition in interstate trade or commerce, and with the purpose of placing the control of the Merchants Bridge, and the railroads in Illinois and Missouri, used in connection therewith, under the control of the same persons and corporations as the Eads Bridge and the railroad corporations used in connection therewith, so as to maintain a monopoly and destroy competition in the business of transporting passengers and freight between the States of Missouri and Illinois, and the several other States and foreign countries, did procure the said Act of February 3, 1887, to be amended by striking out the word "stockholder" in said Section 11, wherever the same occurred therein; and that said amendment was so procured for the purpose of and with the design of having the said owners of the Eads Bridge, and the railroads used in connection therewith, purchase and acquire control of the Merchants Bridge and the railroads used in connection therewith.

Admitted except as to the purpose of the amendment.

In pursuance of the combination, so formed as aforesaid, to control and restrain interstate trade and commerce in the States of Missouri and Illinois, and said other States and foreign countries, on October 3, 1889, an agreement was entered into be-

tween the Terminal Railroad Association, the St. Louis Bridge Company, the Tunnel Railroad Company, the Missouri Pacific Railway Company, the Wabash Railroad Company, in which the lease of July 1, 1881, above mentioned, was cancelled and a new agreement entered into by which the Terminal Railroad Association succeeded as lessee to the entire property of the Eads Bridge and Tunnel Railroad, cars, engines, stations, etc., owned and controlled by the corporation hereinbefore named as parties to the agreement of July 1, 1881.

Agreement admitted, purpose denied.

That afterwards, to-wit: On the 17th day of August, 1893, the defendants, the Missouri Pacific Railway Company, the Louisville and Nashville Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Ohio & Mississippi Railway Company; the Wabash Railroad Company; the St. Louis Bridge Company; the Tunnel Railroad Company of St. Louis; the Terminal Railroad Company of St. Louis; the Union Railway & Transit Company; the Terminal Railroad Company of East St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the St. Louis Merchants Bridge Company; the East St. Louis & Carondelet Railway Company; the Illinois Transfer Company; the Granite City and Madison Belt Railroad Company; the St. Louis Belt and Terminal Railroad Company; the St. Louis Terminal Railway Company, and the officers and directors of each, contriving and intending unlawfully and unreasonably to restrain the trade and commerce among the several States, and between

said States and foreign countries, as carried on by the above named corporations, and contriving and intending unlawfully to monopolize said trade or commerce, and contriving and intending unlawfully and unreasonably to restrain and prevent competition among said railroads and bridges and contriving and intending to prevent and unreasonably restrain competition and interstate commerce at St. Louis, Missouri, and at East St. Louis, Illinois, between all railway systems and all bridges and ferries entering East St. Louis, Granite City, Madison and East Carondelet, Illinois, and the City of St. Louis, Missouri, from all directions, and contriving and intending unlawfully to deprive the public of the facilities and advantages produced by free and open competition between railroad systems, bridges, ferry and ferry transfer companies and other instruments of interstate commerce, did then and there enter into an unlawful combination and conspiracy to effect a consolidation and control of the properties of the St. Louis Bridge Company; the Tunnel Railroad Company of St. Louis; the Union Railway & Transit Company; the Terminal Railroad of St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the St. Louis Merchants Bridge; the East St. Louis & Carondelet Railway Company; the Illinois Transfer Railway Company; the Granite City and Madison Belt Railroad Company; the St. Louis Belt & Terminal Railroad Company; the Missouri Pacific Railway Company; the Louisville & Nashville Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company;

Ohio & Mississippi River Railway Company, and the Wabash Railroad Company, under the control of the Terminal Railroad Association of St. Louis, Missouri, and solely as an instrumentality to effect the purpose to unlawfully and unreasonably restrain the interstate trade and commerce, as aforesaid, did proceed to consolidate the last above named competing railroads and bridges in the following manner, to-wit:

"That on the 17th day of August, 1893, the St. Louis Merchants Bridge Terminal Railway Company, hereinafter referred to as the Merchants Company, and the Terminal Railroad Association of St. Louis, hereinafter referred to as the Terminal Association, made and entered into an agreement wherein it was recited that the Merchants Company owned and operated a railroad in the City of St. Louis, Missouri; that said Terminal Association owned and operated a railroad in St. Louis connected with the railroad of said Merchants Company, and that as said Terminal Association desired to aid said Merchants Company in the completion and construction of its railroad, and the payment of its liabilities incurred in said construction, it was therefore agreed between said two corporations:

"That said Merchants Company agreed to grant to said Terminal Association, the right to the perpetual use of all tracks, side tracks, switches, turncuts and turntables, yards, depots and all other terminal facilities then owned or that might thereafter be owned, possessed, controlled, or acquired by said Merchants Company in the City of St.

Louis, Missouri; that said Terminal Association accepted the said grant of right of perpetual use of said terminal facilities, and in payment and compensation therefor guaranteed the payment of all liabilities of said Merchants Company, and further agreed to endorse on or before September 1, 1893, its guarantee of payment of $3,500,000 of 5 per cent first mortgage bonds of said Merchants Company, and in consideration of the agreements hereinbefore set out, said Terminal Association subscribed for 4384 shares of the capital stock of said Merchants Company and the said Merchants Company sold and transferred to said Terminal Association said number of shares of its capital stock, full paid and non-assessable; that said contract above set out was duly executed by the officers of the respective railroad companies, authorized to act in their behalf, and properly acknowledged.

"That on said date there was also an agreement executed between said Terminal Association and the Merchants Bridge Company and the St. Louis Terminal Railway Company, by which the Terminal Association became the assignee of a contract theretofore made between said St. Louis Terminal Railway Company and the Merchants Company, and by means whereof said Terminal Association came into control of the said St. Louis Terminal Railway Company and its property, and has continued to control and does now control and operate the same."

Admitted. Terminal Association in control of St. Louis Transfer Railway.

"That in the year 1893, there was in force and effect an agreement and pooling arrangement between the Wiggins Ferry Company and the St. Louis Terminal Railroad Association and the St. Louis Merchants Bridge Terminal Railway Company, establishing rates for passengers and freight carried by them between the States of Illinois and Missouri, and between said States and other States and foreign countries; that this agreement or a similar one was in effect in the years 1894 and 1895, 1896 and 1897, and thereafter continued in force between the Terminal Association and the Wiggins Ferry Company."

Denied.

"That afterwards, in pursuance of the unlawful combination and conspiracy aforesaid, to control and unlawfully restrain the interstate commerce between the States of Missouri and Illinois, and between said several States and foreign countries, and solely as an instrumentality to effect the purpose thereof, the Missouri Pacific Railway Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Ohio & Mississippi River Railway Company and the St. Louis, Iron Mountain & Southern Railway Company, through their control of the Terminal Association, proceeded to unlawfully and illegally acquire the absolute ownership and control of the St. Louis Merchants Bridge Terminal Railway Company and the bridge and railway corporations controlled by the St. Louis Merchants Bridge Terminal Railway Company, in the following manner, to-wit:

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"That on or about the first day of May, 1897, the St. Louis Merchants Bridge Terminal Railway Company, sold to said Terminal Association 13,416 additional shares of stock of the St. Louis Merchants Bridge Terminal Railway Company, and that this gave said company the control of the majority of the said St. Louis Merchants Bridge Terminal Railway Company stock, and that from said date said Terminal Association owned and now owns and controls and operates the St. Louis Merchants Bridge Terminal Railway Company and fixes rates to be charged for the transportation of passengers and freight over the lines of said St. Louis Merchants Bridge Terminal Railway Company, and all lines and instruments of interstate commerce, so as aforesaid, controlled by said St. Louis Merchants Bridge Terminal Railway Company, and that said Terminal Association in purchasing a majority of the shares of the stock of the St. Louis Merchants Bridge Terminal Railway Company acquired the ownership and control of the St. Louis Merchants Bridge, and that said Terminal Association now owns and controls and operates the St. Louis Merchants Bridge Company and the Eads Bridge, and without competition, fixes unreasonable rates and tolls to be charged upon both of said bridges alike, thereby operating the same as a single instrument of interstate commerce, and therein enjoying and maintaining a monopoly, thereby depriving the people of the benefit of competition between instruments of such commerce."

Denied as to combination, as to sale of stock by Merchants Bridge Terminal to Terminal Associa-

tion, other than under agreement of August 17, 1893.

Denied as to Terminal Association operating Merchants Bridge Terminal; denied as to rate fixing, and monopoly. Avers competition.

"That after the 17th day of August, 1893, the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the Southern Railway Company; the Chicago, Burlington & Quincy Railroad Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Chicago, Rock Island and Pacific Railway Company, became stockholders in the Terminal Association, and each is now the owner of the several amounts of the capital stock of said Terminal Association, as hereinbefore set forth."

Admitted.

"That said fourteen railroad companies above named, as the owners of the capital stock of the Terminal Association, were on the 15th day of July, 1902, operating under one control and management, the St. Louis Terminal Railroad Association, and the lines of railway it controls, and the Eads Bridge and Merchants Bridge, and that said fourteen railroads fixed the charges and tolls to be paid by the public upon said railroads and bridges, and that a common, uniform and unreasonable price was charged as toll for transferring

passengers and freight upon each of said bridges, and that a common, uniform and unreasonable price for the same service was charged for transporting passengers and freight over the respective lines of railway of the St. Louis Merchants Bridge Terminal Railway Company, and the Terminal Railroad Association of St. Louis; and that there was no competition whatever between said railroads or said bridges, or the companies operating the same, and that the same condition exists now and the said Terminal Association and St. Louis Merchants Bridge Terminal Railway Company and the Eads and Merchants Bridges are controlled and unreasonable charges fixed as aforesaid, through the means and instrumentality of the said St. Louis Terminal Railroad Association, and which said last named corporation is in truth and in fact but a holding company for said fourteen railroad companies.

"That by reason of the control of said instruments of interstate commerce, as aforesaid, all competition in the transportation of freight and passengers between the States of Illinois and Missouri, and the several States of the United States, and foreign countries, has become and now is stifled and destroyed and that unreasonable charges are established and fixed and collected by the said Terminal Railroad Association of St. Louis, for the transportation of passengers and freight between said States of Illinois and Missouri, and the several States of the United States, and foreign countries, and that the profit and benefit thereof inures to the said fourteen railroad companies owning the capital stock of said Terminal Association."

Denied. Avers competition. Avers that the Terminal Association is limited to terminal operations.

"That in the year 1902, an arrangement, agreement or contract, the exact terms of which are unknown to the complainant, was entered into between the Terminal Association and the Wiggins Ferry Company, whereby the former company obtained control of the latter company, together with all of its property, consisting of boats, cars and railroad tracks in the States of Missouri and Illinois, and that by reason of said arrangement, contract or agreement, 9,500 shares of the total issue of 10,000 shares of the capital stock of the Wiggins Ferry Company have been deposited with the Mercantile Trust Company of New York City, as trustee, to be held and voted by it for the fourteen railroad companies owning the capital stock of the Terminal Association; that the Terminal Association has pledged as security for an issue of fifty million dollars of bonds, made by said association, said 9,500 shares of the capital stock of the Wiggins Ferry Company.

"That from the year 1902, and at this time, said Terminal Association controls the Wiggins Ferry Company, and all of its railroads and boats, and fixes the rate and toll to be charged for passengers and freight upon the railroads and boats of the said Wiggins Ferry Company.

"That by reason of the control of the Wiggins Ferry Company, by the Terminal Railroad Asso-

ciation of St. Louis, all competition between said companies, in interstate business of transporting passengers and freight, between the States of Illinois and Missouri, and the several other States of the United States and foreign countries, has become and is now stifled and destroyed."

Denied.

23. Consequence and Conclusion.

"Wherefore, complainant says by reason of the foregoing facts the fourteen above named railroad companies which own and control the capital stock of the Terminal Association, acting through said Terminal Association, control and own and operate the Eads and Merchants Bridges, crossing the Mississippi River at St. Louis, Missouri, the Wiggins Ferry Company, with its ferry boats and railroad tracks on either side of the Mississippi River, the Terminal Railway Company of St. Louis, the Terminal Railroad Association of St. Louis, the St. Louis Merchants Bridge Terminal Railway Company, as well as all of the issued and outstanding stock of the Terminal Railroad Company of East St. Louis, Illinois, and all of the issued and outstanding capital stock of the Union Railway & Transit Company of Illinois, and all of the authorized and issued stock of the East St. Louis Belt Railway Company, and also owns and operates and controls the East St. Louis & Carondelet Railroad Company, the Granite City and Madison Belt Railroad Company, the Tunnel Railroad Company of St. Louis, the Madison, Illinois, and St. Louis Railway, the St. Louis Transfer Railway

Company, the Wiggins Car Transfer Company, the East St. Louis Terminal Railroad Company, the East St. Louis Connecting Railway Company, the Illinois Transfer Railway Company, and the St. Louis Belt & Terminal Railway Company, comprising in all about one hundred and fifty miles of railroad.

"That by reason of the facts hereinbefore set out, said fourteen railroad companies above named, through their agent and representative (the Terminal Railroad Company of St. Louis), all use the property of said Terminal Railroad Association for interstate business between Illinois and Missouri, and compel all other railroad companies which are not owners of stock in said Terminal Association to use the said property of the Terminal Association to interstate commerce business between Illinois and Missouri and between said two States and the other States of the United States and foreign countries, and that said fourteen railroads acting through the Terminal Association, as aforesaid, jointly and arbitrarily fix unreasonable charges and tolls to be paid, for freight and passengers to be hauled and transferred in the interstate business between Illinois and Missouri, and between said States and the several States of the United States and foreign countries, and by means of said joint control by the said fourteen railroad companies all competition is stifled and destroyed.

"That, unless complainant prevents the continued existence and carrying out of the combination and conspiracy to unreasonably and unlawfully restrain commerce among the several States and

foreign countries, as aforesaid, the monopoly of the interstate and foreign commerce as carried on as aforesaid by said defendants between said States of Missouri and Illinois, and said several States of the United States, and of foreign countries, will be perpetuated, and the public greatly injured and damaged and the Act of Congress of July 2, 1890, to protect trade and commerce will be circumvented and set at naught and the public be left at the mercy of a monopoly thus created through the combination of the fourteen railroad corporations jointly owning and operating the Terminal Railroad Association of St. Louis.

"That the properties hereinbefore enumerated as instruments of interstate commerce are so operated by the said Terminal Railroad Association of St. Louis (owned and controlled as aforesaid by the said fourteen railroad companies, owning and controlling the stock of said Terminal Association) as to constitute a monopoly in their employment and conduct as aforesaid of all interstate commerce between the States of Illinois and Missouri, and the various States of the United States and foreign countries, and so as to exclude from participation therein in all interstate commerce on the part of carriers of freight and passengers, all others than those named herein as parties to the unlawful combination and conspiracy hereinbefore set forth.

Prayer.

"In Consideration Whereof, and inasmuch as adequate relief in the premises can only be obtained in this Court, the United States of America prays your Honors to order, adjudge and decree that the combination and conspiracy hereinbefore described is unlawful, and that all acts done or to be done in carrying it out, are in derogation of the common rights of the people of the United States, and in violation of the Act of Congress of July 2, 1890, entitled 'An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopoly', and that the defendants and each of them and every one of them, and their officers, directors, stockholders, agents and servants, and each of them be perpetually enjoined from doing any act in pursuance of or for the purpose of carrying out the same in the future; that all agreements made between the defendants looking to the operation of the St. Louis Bridge, known herein as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or non-competing interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and terminals connecting therewith be declared void, and the defendants, parties to such agreements, be enjoined and forbidden from the further carrying out of such agreements or the operation of such bridges, railroad tracks and terminals in such common or noncompetitive interest; that the said defendants and each of them, their agents, servants and representatives, be enjoined and forbidden

from operating, controlling and maintaining the properties hereinbefore described as a common instrument or agency of interstate commerce, under the common control of the fourteen railroad companies, owning the capital stock of the Terminal Railroad Association; and in addition that the several defendants be respectively enjoined as follows:

"1st. That the said fourteen railroad companies, the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, their stockholders, officers, directors, executive committees, agents and servants, each and every one of them be perpetually enjoined from voting, or in any manner acting as owner of any of the shares of the capital stock of the Terminal Railroad Association of St. Louis, or of the Wiggins Ferry Company, or of the Merchants Bridge Terminal Railway Company.

"2nd. That the defendant, the Terminal Railroad Association of St. Louis, its stockholders, directors, officers, agents and servants and each and

every one of them, be perpetually enjoined from in any manner recognizing or accepting the said fourteen railroad companies, to-wit: The Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Houte Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, as the owners or holders of any share or shares of its capital stock, and from permitting said companies to vote such stock, whether by proxy or otherwise, and from paying any dividends upon such stock to said companies or their assigns (except as ordered by this Court), and from recognizing as valid any transfer or mortgage, pledge or assignment by such company of such stock unless authorized by this Court.

3rd. That the defendant, the Terminal Railroad Association of St. Louis, and the owners of its capital stock, to-wit: The Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the St. Louis, Iron Mountain & Southern

Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company and the Missouri Pacific Railway Company, their stockholders, officers, directors, agents or servants, and each and every one of them, be perpetually enjoined from in any manner voting, controlling or acting as the owner of any of the shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, or the shares of the capital stock of the St. Louis Merchants Bridge, or the Wiggins Ferry Company, or the Madison, Illinois & St. Louis Railway Company, or the St. Louis Transfer Railway Company, or the Wiggins Car Transfer Company, or the St. Louis Terminal Railway Company, or the Granite City & Madison Belt Railway Company, or the East St. Louis Connecting Railway Company.

"4th. That the St. Louis Merchants Bridge Terminal Railway Company, and the St. Louis Merchants Bridge, the Wiggins Ferry Company; the Madison, Illinois and St. Louis Railway Company; the Wiggins Car Transfer Company; the St. Louis Transfer Railway Company; the St. Louis Terminal Railway Company; the Granite City & Madison Belt Railway Company; the East St. Louis Belt & Terminal Railway Company; the East St. Louis & Carondelet Railway Company; the Terminal Railroad Company of St. Louis; the East St. Louis Terminal Railroad Company; the East

St. Louis Connecting Railroad Company and the Illinois Transfer Railway Company, their stockholders, officers, directors, agents and servants, and each and every one of them, be perpetually enjoined from in any manner recognizing or accepting the Terminal Railroad Association of St. Louis, or the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company as the owners or holders of any of the shares of their respective capital stock and from permitting said Terminal Railroad Association of St. Louis, or any of said railroad companies, to-wit: The Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railway Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St.

Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company, their directors, stockholders, officers, agents or servants, from voting such stock, in either of said companies, whether by proxy or otherwise, and from paying any dividends upon the stock of the St. Louis Merchants Bridge Terminal Railway Company; St. Louis Merchants Bridge; Wiggins Ferry Company; Madison, Illinois & St. Louis Railway Company; St. Louis Transfer Railway Company; Wiggins Car Transfer Company; St. Louis Terminal Railway Company; Granite City & Madison Belt Railway Company, or the East St. Louis Belt Railway Company, to said Terminal Railroad Association, or to its assigns, or to either one of said fourteen railroad companies, to-wit: The Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company and the Missouri Pacific Railway Company, unless authorized by this Court, and from recognizing as valid any transfer, mortgage, pledge or assignment

by said Terminal Railroad Association of St. Louis, or the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company and the Missouri Pacific Railway Company, or the stock of said St. Louis Merchants Bridge Terminal Railway Company; the St. Louis Merchants Bridge; the Wiggins Ferry Company; the Madison, Illinois & St. Louis Railway Company; St. Louis Transfer Railway Company; the Wiggins Car Transfer Company; the St. Louis Terminal Railway Company; the Granite City & Madison Belt Railway Company, or the East St. Louis Belt Railway Company, unless authorized by this Court.

"5th. That the individuals above named and each of them, and each and every person combining or conspiring with them as hereinbefore charged, and their trustees, agents and assigns, present or future, and each and every one of them, be perpetually enjoined from doing any and every act or thing hereinbefore complained of, or in furtherance of the combination or conspiracy described herein, or intended or tending to place the

capital stock of the Terminal Railroad Association of St. Louis, in any of the corporations controlled by it, or the St. Louis Merchants Bridge Terminal Railway Company, or any of the corporations controlled by it, or the stock of either the Merchants or the Eads Bridge, or the said two bridges or the competing railway systems operated by the St. Louis Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, or the competitive interstate or foreign trade or commerce carried on by them under the control legally or practically of the defendant, the Terminal Railroad Association of St. Louis, or either or all of the said fourteen railroad companies above named, who now own the capital stock of the Terminal Railroad Association, or of any person or persons, association or associations, corporation or corporations acting for or in lieu of said Terminal Railroad Association of St. Louis, or the said fourteen railroad companies above named, owning and controlling the stock thereof, in carrying out the unlawful combination or conspiracy hereinbefore complained of in this petition.

"The United States prays for such other and further relief as the nature of the case may require and the Court may deem proper in the premises, to the end therefore that the United States of America may obtain relief, to which it is justly entitled in the premises. May it please your Honors to grant to it writs of subpoena directed to the said defendants, the Terminal Railroad Association of St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company;

the St. Louis Bridge Company; the St. Louis Merchants Bridge Company; the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the St. Louis & San Francisco Railway Company; the Baltimore & Ohio Southwestern Railway Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company and the Missouri Pacific Railway Company, together with all the directors of the Terminal Railroad Association of St. Louis, to-wit: A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clarke, H. Miller, Benjamin McKean, Joseph Ramsey, Jr., C. E. Schaff, George E. Evans, T. C. Powell, J. F. Stevens, A. G. Cochran and W. S. McChesney and to each and every one of them, commanding them, and each of them to appear herein and answer (but not under oath) the allegations contained in the foregoing petition, and abide by and perform such order or decree as the Court may make in the premises, and that pending the final hearing of this case a temporary restraining order may issue, enjoining the defendants and their associates and each of them, and their stockholders, directors, officers, agents and servants, as hereinbefore prayed."

Affirmative Averments of Answer:

1874. Eads Bridge and terminals constructed. Circumstances leading to Bridge—Acts creating companies, etc. Creation of **U. R. & Tr. St. L.** and **U. R. & Tr. Ill.**—averment that neither operated as common carriers—merely hauled cars. Union Depot Company created 1874, Union Station, 12th & Poplar, 1875.

1875-1879. Union R. & Tr. St. L. hauled cars over St. Louis Bridge to Union Station. 1879, U. R. & Tr. St. L. and U. R. & Tr. Ill. leased to St. Louis Bridge and Tunnell R. R., St. Louis.

1880. Terminal R. R. St. Louis organized.

1880. Terminal R. R., E. St. Louis, organized. Leased properties to St. L. Bridge and Terminal R. R. St. L. Cars and trains by these over bridge to 1881.

1881. July lease to Wabash and M. P. Operation by these to 1889.

1889. At instance of C. C. C., St. L., Wabash, O. & M., St. L. I. M., L. & N., M. P., U. R. & Tr. and Term. R. R. consolidated and **Term. R. R. Ass'n** formed.

By this Term. Ass'n acquired property U. R. & Tr. Union Depot, Term. R. R., stock of U. R. & Tr. Ills. and Term. R. R. Ills. and lease Eads Bridge and Tunnel.

Averment that all these arrangements were to provide terminals for E. St. L. & St. L. to switch, etc., for all roads without profit to shareholders Terminal Association. Properties open to all lines not members on same terms as to members.

1889. Mortgage by Terminal Association to Central Trust.

1886. **Merchants Bridge.**

1887. Merchants Bridge Terminal R. R., 8th and Gratiot to west of Merchants.

1889. Merchants Company leased bridge.

1889. Mad. Ill. & St. L. R. R. owned by Merchants Co.

1893. Bridge, etc., passed into control Merchants Co.

Averment, that 1893 Merchants Co. insolvent.—Properties distinct from Terminal Association and at right angles therewith—no connection with Union Station.

Averment, that 1893 R. R. lines entering and about to enter St. Louis from north desirous to reach Union Station, same entering East St. Louis could more advantageously reach Union Station if continuous system was effected by connection between Terminal Association and Merchants Co. Such connection indispensable to all roads. **Agreement Aug. 13, 1893, by which Terminal Association secured control of Merchants Co. and operated its properties.** Agreement.

1902. **Wiggins Ferry** owned St. L. Transfer R. R. and E. St. L. Ry. and entire river front north of Eads Bridge.

Proprietary companies bought capital stock Wiggins. Terminal Association terminals passed to same companies.

1902. Mortgage by Terminal Association. $18,000,000 pledge Wiggins stock—main security agreement of proprietary companies to use in **perpetuity** terminal facilities of Terminal Association, $14,000,000 bonds provided: $1,000,000 per year from 1906—proprietary companies agreed to use

facilities in perpetuity and guarantee proportionate interests. Terminal Association to be operated at cost—in case deficiency each road to contribute in proportion.

Subdivisions 77-85 inclusive—acquisition on necessities and advantages to public arrangement. Averment that tolls and charges have been reduced 40 to 60 per cent.

Subdivision 86-100 inclusive — argument upon validity of scheme, disclaimer of unlawful purpose, claim of benefit to public, of necessity for consolidation, its economy, convenience, etc.—all without profit to operators, which own no cars and handle no freight on its own account. Tolls fixed only to cover fixed charges, etc., 87. Monopoly avoided rather than created—88.

General Replication.

The testimony was taken and reported to the Circuit Court and the four judges heard the arguments, and, being divided in opinion, the cause was certified to the Supreme Court, where upon application by the Government, on January 31st, 1910, the certificate was dismissed and it was ordered that the cause be remanded to the Circuit Court to proceed therein in conformity to law.

A motion requesting reargument was filed by the Government and overruled, and the Circuit Court dismissed the cause by the following order:

> "And whereas the complainant cannot prevail because only two of the judges are of the opinion that it is entitled to any relief, while two are of the opinion that it is entitled to no relief;

"It is hereby ordered that the motion for a re-argument of this case be, and the same is hereby, denied and that the bill of the complainant be, and it is hereby, dismissed."

Thereupon Assignment of Errors was filed by the Government and a Petition for Appeal, and on August 2d, 1910, an order allowing an appeal was signed by the Honorable Willis Van Devanter, at that time one of the Circuit Judges.

177 No. 5250.

THE UNITED STATES OF AMERICA

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS AND OTHERS.

Transcript from U. S. Circuit Court, Eastern Division, Eastern Judicial District of Missouri.

178 ORIGINAL CITATION.

UNITED STATES OF AMERICA,

Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

United States of America to the Terminal Railroad Association of St. Louis, the St. Louis Merchants Bridge Terminal Railway Co., the Wiggins Ferry Company, the St. Louis Bridge Company, the St.

Louis Merchants Bridge Company, the Missouri, Kansas & Texas Railway Company, the St. Louis & San Francisco Railway Company, the Chicago & Alton Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company, the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Ry. Co., the Missouri Pacific Railway Company, the Central Trust Company of New York, A. A. Allen, S. M. Fulton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clark, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher, and S. D. Webster, greeting:

You are hereby cited and admonished to be and appear in the Supreme Court of the United States, at Washington, in the District of Columbia, thirty (30) days from and after the day this citation bears date, pursuant to an appeal filed in the clerk's office of the Circuit Court of the United States for the Eastern Division of the Eastern Judicial District of Missouri, wherein the United States of America is appellant and you are appellees, to show cause, if any there be,
179 why the order and decree rendered against the said appellant, as in said appeal mentioned, should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness the honorable Willis Van Devanter, judge of the Circuit Court of the United States for the Eastern District of Missouri, this 2nd day of August, in the year of our Lord one thousand nine hundred and ten.

WILLIS VAN DEVANTER,
Circuit Judge.

Service of the above citation on behalf of all the appellees acknowledged this 23d day of August, 1910, at St. Louis, Missouri.

M. F. WATTS,
H. S. PRIEST, and
F. W. LEHMANN,
Attorneys for Appellees.

180 (Indorsed:) No. 5250. United States Circuit Court, Eastern Division of the Eastern Judicial District of Missouri. The United States vs. Terminal Railroad Association of St. Louis et al. Citation. Filed, 3rd day of August, 1910. James R. Gray, clerk.

181 UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the division and district aforesaid.

Be it remembered that heretofore, to-wit, on the 22d day of August, A. D. 1910, there was filed in the office of the clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, in a cause pending therein, entitled United States of America, complainant, *vs.* The Terminal Railroad Association of St. Louis et al., defendants, in equity, No. 5250, a præcipe for transcript, which is in words and figures as follows, to-wit:

(*Praecipe for transcript.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis & San Francisco Railway Co.; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway

Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T.
182 Harahan, C. S. Clark, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher, and S. D. Webster, defendants.
No. 5250.

Praecipe for transcript.

The clerk of said court, instead of preparing a full transcript of the record and proceedings for use in the United States Supreme Court in the above-entitled cause, as directed by the order entered therein granting an appeal, will please copy and certify the following only, to-wit:

1. Mandate of Supreme Court remanding cause.
2. Application for reargument.
3. Order denying reargument and dismissing bill.
4. Assignment of errors.
5. Petition for appeal.
6. Order allowing appeal.

CHAS. A. HOUTS,
United States Attorney.

The mandate, application for reargument, order denying reargument and dismissing bill, assignment of errors, petition for appeal, and order allowing appeal are respectively in words and figures as follows, to-wit:

(*Mandate of Supreme Court remanding cause.*)

183 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America, to the honorable the judges of the Circuit Court of the United States for the Eastern District of Missouri, greeting:

(SEAL)

Whereas lately in the Circuit Court of the United States for the Eastern District of Missouri before you or some of you, in a cause between The United States of America, complainant, and Terminal Railroad Association of St. Louis et al., defendant, No. 5250, wherein the judges of the said Circuit Court were divided in opinion, as by the inspection of the transcript of the record of the said Circuit Court, which was brought into the Supreme Court of the United States agreeably to the act of Congress in such case made and provided, fully at large appears;

And whereas in the present term of October, in the year of our Lord one thousand nine hundred and nine, the said cause came on to be heard before the said Supreme Court, on the said transcript of record, and on a motion to dismiss which was submitted by counsel for the United States:

On consideration whereof, it is now here ordered, adjudged, and decreed by this court that said certificate be, and the same is hereby, dismissed.

And it is further ordered that this cause be, and the same is hereby, remanded to the said Circuit Court with directions to proceed therein in conformity with law.

JANUARY 31, 1910.

You, therefore, are hereby commanded that such further proceedings be had in said cause, in conformity with the decree of this court as according to right and justice, and the laws of the United States, ought to be had, the said certificate notwithstanding.

184 Witness the honorable Melville W. Fuller, Chief Justice of the United States, the 19th day of March, in the year of our Lord one thousand nine hundred and ten.

JAMES H. MCKENNEY,
Clerk of the Supreme Court of the United States.

(Endorsed:) Filed May 5, 1910. James R. Gray, clerk.

185 (*Application for reargument.*)

United States Circuit Court for the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA

vs.

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

No. 5250.

Now comes the United States of America by Charles A. Houts, United States attorney for the Eastern District of Missouri, and shows to the court that on the 31st day of January, 1910, the above entitled cause, being then pending in the Supreme Court of the United States upon a certificate from this court, that the judges of this court were divided in opinion, and a motion to dismiss said cause having been filed in the Supreme Court of the United States by the complain-

ant, United States of America, the Supreme Court by its order of record duly entered in said cause, did dismiss said certificate and remand said cause to this court, with directions to proceed therein in conformity with law; that said mandate of the Supreme Court was duly filed in said cause on the 5th day of May, 1910.

The complainant in said cause further shows that in the opinion of its counsel a reargument of said cause would promote and aid in the proper disposal thereof by this court, and to that end complainant asks that said cause be reset for reargument at such convenient time as the court may direct, and that notice of the time and place of such resetting and reargument be given by the clerk of this court to the parties to this cause.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri, for Complainant.

(Endorsed:) Filed June 6, 1910. James R. Gray, clerk.

186 (*Order denying reargument and dismissing bill.*)

United States Circuit Court of the Eastern Division of the Eastern Judicial District of Missouri.

THE UNITED STATES OF AMERICA
vs.
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET.

No. 5250.

Before Sanborn, Van Devanter, Hook, and Adams, circuit judges.

Whereas upon full argument and careful consideration of this case two of the judges of this court were of

the opinion that the complainant should prevail and two of the judges of this court were of the opinion that the defendants should prevail, and each of them is of the same opinion still, and the Supreme Court of the United States has dismissed the certificate of this division of opinion and has remanded this case to this court with direction to proceed in conformity with the laws of the United States;

Whereas honorable Charles A. Houts, United States attorney for the Eastern District of Missouri, has made a motion on behalf of the complainant that this court listen to a reargument of this case, and the judges are unanimously of the opinion that further argument thereof would be futile;

And whereas the complainant cannot prevail because only two of the judges are of the opinion that it is entitled to any relief, while two are of the opinion that it is entitled to no relief;

It is hereby ordered that the motion for a reargument of this case be, and the same is hereby, denied and that the bill of the complainant be, and it is hereby, dismissed.

WALTER H. SANBORN,
WILLIS VAN DEVANTER,
WILLIAM C. HOOK,
ELMER B. ADAMS,
Circuit Judges.

ST. PAUL, MINNESOTA, June 4, 1910.

(Endorsed:) Filed June 6, 1910. James R. Gray, clerk.

187 (*Assignment of errors.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF

St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chica-

go, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

Assignment of errors.

Complainant, United States of America, by Charles A. Houts, United States attorney for the Eastern District of Missouri, acting in pursuance of the express instructions of the Attorney General in that behalf given, files the following several assignments of error upon which it will rely upon its appeal from the final judgment and decision made herein by this honorable court on the 4th day of June, A. D. 1910, saying that in the record of proceedings herein and in said final judgment there is manifest error, and for error the
188 complainant assigns, on the appeal, the following:

I.

The complainant assigns as error the action of the Circuit Court in making and entering in this cause its order of June 4th, A. D. 1910, and adjudging and decreeing the dismissal out of court of complainant's bill of complaint herein.

II.

The complainant assigns as error the failure and refusal of the Circuit Court by its decree herein to adjudge and decree the complainant the relief prayed for in its bill of complaint.

III.

The complainant assigns as eror the failure and refusal of the Circuit Court under the evidence in this cause to adjudge and decree that the defendants had entered into, prior to the institution of this cause, and at the time of the institution thereof were engaged in carrying out a combination and conspiracy in restraint of trade and commerce among the several States as described in the complaint herein, contrary to and in violation of the act of Congress of July 2d, 1890, entitled, "An act to protect trade and commerce against unlawful restraints and monopoly."

IV.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree that the several defendants (other than the Terminal Railroad Association of St. Louis, St. Louis Merchants Bridge Terminal Railway Company, Wiggins Ferry Company, and the St. Louis Bridge Company) owned and controlled the entire capital stock of the defendant Terminal Railroad Association of St. Louis, and that such ownership and control constitute a combination in restraint of trade and commerce among the several States and between said States and foreign countries contrary to the act of July 2d, 1890, entitled, "An act

to protect trade and commerce against unlawful restraints and monopoly."

189 V.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and decree null and void the several agreements between the defendants herein, described in complainant's bill of complaint, whereby the defendant, the Terminal Railroad Association of St. Louis, acquired the ownership and control of the St. Louis Bridge (designated in the complaint as the "Eads Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith; and also the St. Louis Merchants Bridge (designated in the complaint as the "Merchants Bridge"), and the railroad tracks crossing the same, and terminals connecting therewith. And also the failure and refusal of the Circuit Court to enjoin the further carrying out of such agreements and the operation of such bridges, railroad tracks, and terminals upon a noncompetitive basis with each other.

VI.

The complainant assigns as error the failure and refusal of the Circuit Court to adjudge and declare null and void the several agreements between the defendants herein described in the complainant's bill of complaint looking to the operation of the St. Louis Bridge, known as the Eads Bridge, and railroad tracks crossing the same and terminals connecting therewith, in a common or noncompeting interest with the St. Louis Merchants Bridge, known herein as the Merchants Bridge, and railroad tracks crossing the same and ter-

minals connecting therewith, and to enjoin and forbid the defendants, parties to such agreements, from the further carrying out of such agreements or the operation of such bridges, railroad tracks, and terminals in such common or noncompetitive interest, and to enjoin and forbid the defendants and each of them, their agents, servants, and employes from operating, controlling, and maintaining the properties hereinbefore described as a common instrument or agency of interstate commerce under the common control of the fourteen railroad companies owning the capital stock of the Terminal Railroad Association.

VII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defend-
190 ants, the Missouri, Kansas & Texas Railroad Company, the Chicago & Alton Railway Company, the St. Louis & San Francisco Railway Company, the Baltimore & Ohio Southwestern Railroad Company, the Illinois Central Railroad Company, the St. Louis, Iron Mountain & Southern Railway Company, the Chicago, Burlington & Quincy Railway Company, the St. Louis, Vandalia & Terre Haute Railroad Company the Wabash Railroad Company, the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company, the Louisville & Nashville Railroad Company, the Southern Railway Company, the Chicago, Rock Island & Pacific Railway Company, and the Missouri Pacific Railway Company, their stockholders, officers, directors, executive committees, agents, and servants, from voting or in any way acting as the owner of any of the shares of the capital stock of the Terminal Railroad Association of St. Louis, of the Wiggins Ferry Com-

pany, and of the St. Louis Merchants' Bridge Terminal Railway Company; and to enjoin the Terminal Railroad Association of St. Louis its stockholders, officers, agents, and servants, from in any manner recognizing or accepting the defendants hereinbefore in this assignment specified, as the owners or holders of any share or shares of its capital stock, and from allowing such specified defendants to vote such stock, and from paying any dividends upon such stock to said defendants.

VIII.

The complainant assigns as error the failure and refusal of the Circuit Court to enjoin the defendant, the Terminal Railroad Association of St. Louis, and the said named railroad companies who own its capital stock as set out in the bill of complaint, their stockholders, officers, directors, agents, and servants, from voting, controlling, or acting as the owner or owners of any of the shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, the shares of the capital stock of the St. Louis Merchants Bridge Company, the shares of the capital stock of the
Wiggins Ferry Company, the shares of the capi-
191 tal stock of the Madison, Illinois & St. Louis Railway Company, the shares of capital stock of the St. Louis Transfer Railway Company, the shares of capital stock of the Wiggins Car Transfer Company, the shares of capital stock of the St. Louis Terminal Railway Company, the shares of capital stock of the Granite City & Madison Belt Railway Company, and the shares of capital stock of the East St. Louis Connecting Railway Company, and to enjoin said last named companies from recognizing or accepting the said Ter-

minal Railroad Association of St. Louis, and the fourteen defendant railroad companies described in the bill of complaint as the owners of the capital stock of the Terminal Railroad Association of St. Louis, as the owners or holders of any of the shares of their respective capital stocks.

In order that the foregoing assignments of error may be and appear of record, the complainant presents the same to the court and respectfully prays that such disposition be made thereof as is in accordance with law and the statutes of the United States in such case made and provided.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri.

_____ _____,
_____ _____,
Solicitors for Complainant, the United States of America.

(Endorsed:) Filed Aug. 1, 1910. James R. Gray, clerk.

192 (*Petition for appeal.*)

UNITED STATES OF AMERICA.
Eastern Division of the Eastern Judicial District of Missouri, ss:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT.

vs.

THE TERMINAL RAILROAD ASSOCIATION OF St. Louis; the St. Louis Merchants

Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the St. Louis & San Francisco Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwestern Railroad Company; the Illinois Central Railroad Company; the St. Louis, Iron Mountain & Southern Railway Company; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

Petition for appeal.

The above-named complainant considering itself aggrieved by the final decision of this cause, made on the 4th day of June, A. D. 1910, and entered and filed on the 6th day of June, 1910, by which said final decree the dismissal out of court of complainant's bill of complaint was adjudged and decreed, hereby appeals to the Supreme Court of the United States from said
193 decree, and it prays that its appeal may be allowed and that a transcript, duly authenticated, of the record of proceedings in the above-entitled cause upon which said decree was made and entered, together with the accompanying assignment of errors, may be transmitted with this appeal to the Supreme Court of the United States.

Dated St. Louis, Missouri, July 1st, 1910.

CHARLES A. HOUTS,
United States Attorney for the Eastern District of Missouri.

_____ _____,
_____ _____,
Solicitors for Complainant, the United States of America.

(Endorsed:) Filed Aug. 1, 1910. James R. Gray, clerk.

194 (*Order allowing appeal.*)

UNITED STATES OF AMERICA,
Eastern Division of the Eastern Judicial District of Missouri:

In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

UNITED STATES OF AMERICA, COMPLAINANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF St. Louis; the St. Louis Merchants Bridge Terminal Railway Company; the Wiggins Ferry Company; the St. Louis & San Francisco Railway Co.; the St. Louis Bridge Company; the St. Louis Merchants' Bridge Company; the Missouri, Kansas & Texas Railway Company; the Chicago & Alton Railway Company; the Baltimore & Ohio Southwesttral Railroad Company; the St. Louis, Iron Mountain & Southern Railway Compayn; the Chicago, Burlington & Quincy Railway Company; the St. Louis, Vandalia & Terre Haute Railroad Company; the Wabash Railroad Company; the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; the Louisville & Nashville Railroad Company; the Southern Railway Company; the Chicago, Rock Island & Pacific Railway Company; the Missouri Pacific Railway Company; the Central Trust

Company of New York; A. A. Allen; S. M. Felton; A. J. Davidson; W. M. Green; J. T. Harahan; C. S. Clark; H. Miller; Benjamin McKean; Joseph Ramsey; George E. Evans; C. E. Schaff; T. C. Powell; J. F. Stevens; A. G. Cochran; W. S. McChesney; Julius Walsh; V. W. Fisher; and S. D. Webster, defendants.

The United States of America, complainant herein, having prayed for the allowance of appeal in the above-entitled cause to the Supreme Court of the United States from the decree made therein on the 4th day of June, 1910, and filed and entered therein on the 6th day of June, 1910, and from each and every part thereof, and having presented and filed its assignment of errors:

195 It is ordered that the said appeal be, and the same is now hereby, allowed as prayed, and the clerk of this court is hereby directed to transmit a duly authenticated transcript of the record, papers, and proceedings in said cause to the Supreme Court of the United States at the earliest practical date, using for that purpose the printed copies of those parts of the record used at the hearing, and such other printed parts of the same as may be furnished by counsel and found by him to be correct.

Dated this 2nd day of August, 1910.

WILLIS VAN DEVANTER,
Circuit Judge.

(Endorsed:) Filed Aug. 3, 1910. James R. Gray, clerk.

196 UNITED STATES OF AMERICA,

Eastern Division of the Eastern Judicial District of Missouri, ss:

I, James R. Gray, clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, do hereby certify that the foregoing is a full transcript (save as restricted by the praecipe of complainant appellant) of the record, papers, and proceedings in the case wherein United States of America is complainant and the Terminal Railroad Association of St. Louis et al., are defendants, in equity cause No. 5250, as fully as the same remain on file and of record in said case in my office, and that the original citation is hereto attached and herewith returned.

In witness whereof I hereunto set my hand and affix the seal of said court at office in the city of St. Louis, in said division of said district, this 25th day of August, A. D. 1910.

[SEAL.] JAMES R. GRAY,
Clerk of said Court.

(Indorsed:) 5250. The United States vs. Terminal Railroad Association of St. Louis et al. Transcript.

(Indorsement on cover:) File No. 22307. E. Missouri. C. C. U. S. Term No. 386. The United States of America, appellant, vs. The Terminal Railroad Association of St. Louis et al. Filed August 30th, 1910. File No. 22307.

ESTABLISHED FACTS

SHOWING COMBINATION AND MONOPOLY

ESTABLISHED FACTS.

1. The Wiggins Ferry Company created February 11th, 1853. Record 15.

This company operated a ferry on the Mississippi River from East St. Louis, Illinois, to St. Louis, Missouri. This ferry was and is a carrier of freight and passengers and a medium of interstate commerce between the two cities. The company owned and operated properties, tracks and ferries open to use of all railroads. Record 2301. It was operated in competition with both bridges, hereafter referred to as the "Eads Bridge" and the "Merchants Bridge," Record, 82, 85, 86.

At the outset the ferry company was essentially a ferry company. As railroads came to have their termini in East St. Louis and cars came to be ferried across the river, the ferry company acquired and operated various terminal and connecting railroad lines, so that in 1902, when the ferry company passed into the control of the "proprietary companies," it was operating the East St. Louis connecting Railway Company in Illinois, which crossed and practically connected all railroads coming to the river; and on the west side it was operating the St. Louis Transfer Railway, which ran on the river front and connected lines of the "proprietary companies" on the west side of the river. In 1902 the company owned the entire river front for about three miles on the main shore and the entire front of the Island, and on the property owned by it between the river front and

the termini of the "proprietary companies" were the tracks (some twenty-five or thirty miles) of the Wiggins Ferry connecting with such roads—Record, Vol. 2, page 76—and was operating the Transfer Railway which on the west side connected the "Merchants Bridge" with the "Iron Mountain," the "Missouri Pacific," the "Burlington" and the "Wabash"—Record, Vol. 2, pages 78, 79. The company reached a larger body of private industries and independently, by reason of the extent of its tracks, had more **complete** and direct connection with individual railroads than had the "Terminal Association." Record, Vol. 5, page 2746. "On the east side of the river, the Wiggins Ferry Company had connection with all the lines up and down the levee; their connections there were complete and of a direct nature with all of the railroads." Record, Vol. 5, page 2747. **All** the railroads on the west side could and did use the Wiggins Ferry Tracks for the purpose of handling the commerce of St. Louis and East St. Louis across the river. Record, Vol. 5, page 2748.

3. The St. Louis Bridge, known as the **"Eads Bridge"—and its connections.**

The St. Louis Bridge Company known as "Eads Bridge"—created December 18, 1878.

Complainant Exhibit 2, Record, Vol. 2, page 12.

This company acquired the properties of the St. Louis & Illinois Bridge Company and maintained a railroad, wagon and pedestrian bridge across the Mississippi River from East St. Louis, Illinois, to St. Louis, Missouri, connecting with a tunnel lead-

ing from the western end of the bridge, which was owned by the St. Louis Tunnel Railroad Co.

This purchase was made in 1878.

April 13, 1874, the Union Railway and Transit Company was created under the laws of Missouri —Record, Vol. 2, page 11.

December 18, 1878, the **Tunnel Railroad** of St. Louis, which acquired the property of the **St. Louis Tunnel Railroad Co.** was created. Record, Vol. 2, page 12.

February 25, 1880, the **Terminal Railroad of St. Louis,** was created under the laws of Missouri. Record, Vol. 2, page 12.

January 1, 1879, the Bridge and Tunnel companies leased the properties of the Union Railway and Transit Company and **March 3, 1880,** they leased the properties of the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis. Record, Vol. 2, page 12.

July 30, 1889, the Union Railway and Transit Company and the **Terminal Railroad of St. Louis** were consolidated under the name of the **Terminal Railroad Association of St. Louis.** Record, Vol. 2, page 12.

These various railroads and other companies were created to enable the Bridge Company to secure the use of its bridge by the railroads having termini in East St. Louis and those having termini or starting points in the City of St. Louis.

October 3, 1889, the **Terminal Railroad Association** succeeded as lessee in perpetuity to the entire property of the **"Eads Bridge" and Tunnel Railroad, cars, engines and stations.**

This was the situation August 17, 1893.

The pooling of earnings by defendants, Wiggins Ferry Company and Terminal Company, to eliminate competition and maintain monopoly and arbitrary.

After the "Eads Bridge" had been built and acquired by the railroads, the Wiggins Company and the railroads, acting through the defendant, The Terminal Association, entered into a **pooling** agreement whereby competition in the interstate haul from Illinois to Missouri was eliminated and the rates to be charged were agreed upon. See Record, pages 86 and 87.

Wiggins Company, Terminal Company and Merchants Terminal Company Pool.

After the Merchants Bridge and Terminal Railway was completed, rates for the interstate haul between the termini in Illinois of the Eastern roads and St. Louis, Missouri, were cut by the Merchants Company. See Record, page 86.

This rate cutting was followed by an agreement between the three companies, the Merchants Company, the Wiggins Company and the Terminal Company, for a division of the earnings of the three roads on a tonnage basis, for the traffic carried between the termini of the Eastern railroads in Illinois and St. Louis, Mo. This will be shown by the testimony of the president of the Wiggins Company in Record, page 86; also by the testimony of the man who had charge of the records of the pool. Record, Vol. 2, pages 112 to 122, and 86, 180, 181, 183.

Control of Conlogue Road and Interstate Car and Transfer Secured by Terminal Railroad Association.

Prior to 1902, the Pennsylvania Company had built a road known as the "Conlogue" road, extending southward from a connection with the railroads in Illinois to a point on the Illinois side of the Mississippi River, where connection was made with a car transfer ferry in South St. Louis operated by the Missouri Pacific Railway Company. Over this line several hundred freight cars were sent daily by ferry by the Pennsylvania Railroad across the Mississippi River. This haul was made at the rate of $2.00 per car. This was about one-third of what the Terminal charged for the same haul.

Mr. Walsh testified the Terminal bought the "Conlogue" road, six miles in length, and paid $1,250,000 cash for it from the proceeds of the sale of bonds authorized and issued after the Wiggins Company passed into the hands of the Terminal Company. Record, Vol. 2, pages 500, 501 and Vol. 4, page 2282.

Interstate Car and Transfer.

Was an association organized to compete with the Terminal; had car ferries to transfer trains across the river to St. Louis; had property worth about $225,000, according to the testimony of its manager, and sold to the Terminal for $640,000. Record, Vol. 4, pages 2360, 2541-44-47; Vol. 2, page 539.

4. The St. Louis Merchants Bridge Company, known as the **"Merchants Bridge,"** and **its connections.**

St. Louis Merchants Bridge Company organized under laws of Illinois, **May 11, 1886.** Record, 12.

Organized to compete with Eads Bridge and Wiggins Ferry Company. Record, page 40.

By Act of Congress, February 3, 1887, Section 11, it was provided that no person who was a stockholder or manager, or director of any other bridge over the Mississippi River should be a **stockholder**, director, or manager of the bridge therein provided for, but September 1, 1888, this act was amended by striking out the word "stockholder" in the section wherever it appeared. This was done obviously to permit the sale of the bridge stock and control to some other bridge company or its stockholders. It was done without the knowledge of the chairman of the finance committee of the Bridge Company. Record, Vol. 2, 40 et seq.

Operated a railroad bridge across the Mississippi River between Venice, Illinois, and St. Louis, Missouri, and owned a franchise to operate a railroad in the City of St. Louis, to-wit, the Merchants Terminal Railway, which extended to the Union Depot in St. Louis. Record, Vol. 2, page 36.

August 1, 1893, the Bridge Company leased its property to the Madison, Illinois and St. Louis Railway Company.

August 17, 1893, the Terminal Railroad Association acquired the use and control of the Madison, Illinois and St. Louis Railway and the Merchants Bridge and the Merchants Terminal Railroad. Exhibit, Record, Vol. 9, pages 3333, 3334.

CONSEQUENCES OF FOREGOING ACTS.

As of date December 18th, 1878.

1. Wiggins Ferry Company — medium of interstate commerce operating railroad, team and passenger ferry between Illinois and Missouri.

2. St. Louis Bridge—

"Eads Bridge"—medium of interstate commerce, operating in competition with Wiggins Ferry Company a railroad, team and passenger bridge between Illinois and Missouri.

As to date May 11th, 1886.

St. Louis Merchants Bridge Company—

"Merchants Bridge" operating as a medium of interstate commerce a railroad bridge between Illinois and Missouri in competition with "Eads Bridge" and Wiggins Ferry Company.

All of the foregoing competing companies owned and operated in both Illinois and Missouri tracks and railroad lines connecting with railroads whose commerce crossed the Mississippi River, through the medium of said companies.

As to date August 17th, 1893.

The **Terminal Railroad Association**, then owned by seven "proprietary railroad" companies defendants herein, having October 3rd, 1889, acquired the "Eads Bridge" and connecting tracks and railroads, acquired the "Merchants Bridge" and connecting tracks and operated both bridges as one, thus ending all competition between them.

As of date December 16th, 1902.

The **Terminal Railroad Association,** owned by fourteen railroad companies defendants herein, which companies practically carried on all of the interstate commerce across the Mississippi between East St. Louis, Illinois, and St. Louis, Missouri, acquired the Wiggins Ferry Company and properties by purchase of its stock divided equally among the "railroad companies" and at the date of the filing of the petition, was operating in the same interest all three of the formerly competing media of interstate commerce.

Matters Evidential of Combination, Monopoly and Consequences Injurious to Interstate Commerce

MATTERS EVIDENTIAL OF COMBINATION IN RESTRAINT OF COMMERCE BETWEEN STATES IN VIOLATION OF THE ACT OF CONGRESS.

1. **The Terminal Railroad Association.**

Organized by consolidation of **Terminal Railroad of St. Louis** and **Union Railway and Transit Company—July 30th, 1889.**

The Terminal Railroad Association of St. Louis formed by "Missouri Pacific," "Wabash," "Iron Mountain," "Cleveland, Cincinnati, Chicago & St. Louis," "Ohio & Mississippi," "Louisville & Nashville" and "Vandalia" railroads each owning one-seventh of the stock—October 1st, 1889.

The control of the capital stock and properties of the Union Railway and Transit Company of Illinois, the Terminal Railroad of East St. Louis and the Union Depot Company of St. Louis (corporations incident to the "Eads Bridge"), was acquired by the consolidated company. The lease of the St. Louis Bridge and Tunnel Company was assigned and all the property of the "Eads Bridge" acquired by the consolidated company, October 3rd, 1889. Record Exhibits, pages 1846 to 1853.

Contracts Made By Defendants in Restraint of Interstate Commerce.

The Terminal Railroad Association of St. Louis was organized for the purpose of and was used

to unreasonably restrain and monopolize interstate commerce.

This is clearly shown by the agreement of Oct. 1st, 1889, between Jay Gould, of New York City, and six railroads, in which contract Gould **agreed to** (and did afterwards) **organize the Terminal Railroad Association of St. Louis** by consolidating railroad companies and a bridge and tunnel he owned and controlled in Missouri and Illinois and which were engaged in interstate commerce at St. Louis, Missouri; and in said contract Gould agreed to convey to each of the seven roads a one-seventh of the seven millions of dollars of capital stock of The Terminal Railroad Association of St. Louis **whenever** each of said companies should sign a written agreement (which the railroad companies did) containing the following clause, relative to the use of the properties of The Terminal Railroad Association, to-wit:

"Each of the proprietary companies * * * hereby covenant and agree that it will forever make use of the bridge **and terminal properties of the first party as above described, for all freight and passenger traffic within its control, through, to and from St. Louis and destined to cross** the Mississippi River at St. Louis, and pay therefor **as herein provided.**"

Vol. 8, of Exhibits, p. 1861, clause 3.

See agreement for organization of Terminal Railroad Association of St. Louis, Vol. 8, of Exhibits, pp. 1849 to 1853.

This clause **restrained** commerce handled by the seven railroads for all time, to **the particular in-**

struments used for the **movement of** interstate traffic, at St. Louis, Mo., controlled by the Terminal Railroad Association.

The same clause practically was written into the Guaranty Agreement of 1902, when the Wiggins property was bought and the eight additional lines became part owners of the property of the Terminal Railroad.

See Exhibits, Vol. 8, p. 1868.

These two contracts each prohibited the admission of the new members except by unanimous consent.

These contracts show clearly **the intent and purpose** in creating The Terminal Railroad Association of St. Louis was to control and restrain and monopolize interstate commerce at St. Louis, Mo. These **contracts were not in aid of but in restraint of interstate commerce.**

August 17th, 1893, the consolidated company acquired the "Merchants Bridge and properties."

Afterwards in 1902, other companies making up the fourteen "proprietary companies" became joint owners with the original seven companies. The additional companies were the "St. Louis & San Francisco Company," the "Rock Island," the "Missouri, Kansas & Texas," the "Southern," "Illinois Central," "Chicago & Alton" and the "Burlington."

The **Consolidated Company** acquired the stock of the Wiggins Ferry Company and thenceforward operated the "Eads Bridge," the "Merchants Bridge" and the "Wiggins Ferry" in the same interest.

Prior to October, 1905, the defendant Terminal Association carried freight and passengers to and from the States of Illinois and Missouri. Record, Vol. 2, page 282.

The combination represented by the Terminal Association handled fully **ninety-five** per cent of the business, consisting of in-bound and out-bound freight, between the States of Illinois and Missouri at the City of St. Louis. Record, Vol. 2, page 286.

The consolidation handled and routed over its lines all of the through business in every direction passing through St. Louis and coming from all parts of the country.

In November, 1891, a **tonnage** pool was made between the Merchants Terminal Railway, the St. Louis Terminal Railroad Association and the Wiggins Ferry which lasted four or five years. Record, Vol. 2, page 106. This was with reference to a division of the earnings of the three corporations. Record, Vol. 2, page 85.

The combination—The Terminal Railroad Association—operates passenger trains for fares charged passengers over the "Merchants Bridge" between the Union Station in St. Louis and the Cities of Madison and Granite City in Illinois. Record, Vol. 2, pages 515, 516; Vol. 4, page 2424. It owns freight cars and machine shops.

It operates what is known as a "stock yards train," for fares received from passengers over the "Eads Bridge," between St. Louis, Missouri, and the "National Stock Yards" in East St. Louis, Illinois. Record, Vol. 2, page 518.

It receives all revenues from the foot passengers and wagon traffic over the "Eads Bridge." Record, Vol. 2, page 519.

It receives all revenues derived from the operation of the ferry and transfer boats of the "Wiggins Ferry Company," which carry wagons, railroad cars, passengers and vehicles of all kinds.

The aggregate gross receipts of the **Terminal Railroad Association** from all sources are about **six millions of dollars** per annum. Record, Vol. 2, page 510.

2. **The Guaranty Agreement.**

The fourteen "proprietary railroads" **December 16th, 1902,** made with each other and with the **Terminal Railroad Association** an agreement entitled "**Guaranty Agreement**" whereby it was recited, that at the instance of the "**proprietary companies,**" the Terminal Association was about to issue bonds limited in extent of issue to $50,000,000 and to secure such bonds by mortgage upon all of its properties.

It was agreed, that the rates of toll for the use of the properties of the **Terminal Association** should be fixed from time to time by the Association so as to pay certain charges.

The "proprietary companies" agreed to **forever** use the properties of the Terminal Association for "**all passenger and freight traffic within their control through, to and from St. Louis and destined to cross the Mississippi River at St. Louis.**"

The tariff rates were agreed to be so as to insure the production of sufficient revenue **at all times** to enable the Terminal Association to punctually meet and discharge **the fixed charges specified in the guaranty agreement.** Exhibits, Vol. 8, page 1932.

By reference to an agreement of October 1, 1889, between **seven** of the proprietary companies and the Terminal Association, it was agreed "in the guaranty agreement" that no railroad not a party to the agreement should be admitted to the use of the tracks and properties of the Terminal Association, except by "unanimous consent" of the railroads, parties to the "guaranty agreement." Exhibits, Vol. 8, page 1868.

After the consolidation of the business of the "Eads Bridge," the "Merchants Bridge" and the "Wiggins Ferry" in the sole control of the **Terminal Association**, it acquired control of the **Interstate Car and Transfer Company** (a corporation operating railroad transfer boats between St. Louis and East St. Louis), buying its entire capital stock February, 1903. In October, 1902, it purchased the entire capital stock of the **St. Louis Belt and Terminal** Company which was organized in the interest of **Interstate** Company and the **Missouri Pacific** and **San Francisco** Railroad Companies.

In 1903 or 1904, seven of the "proprietary companies" bought a bridge built at Alton, Illinois, across the Mississippi river, and proceeded to increase rates over the bridge to correspond with rates over the consolidated properties of the Terminal Association. Record, Vol. 2, pages 574-5; Vol. 4, pages 2448-49.

After the consolidation of the bridge and ferry properties, the Terminal Association operated and controlled **two hundred and forty miles of railroad including main and side, yard and storage tracks.** Exhibit, page 3348. The railroads—proprietary lines—control over **fifty thousand miles of railway**

or more than 25% of the total mileage of the United States. Exhibit, Vol. 9, page 3346.

3. Delays in transit and delivery caused by combination.

O. A. Orvis testified has been in grain business in St. Louis fourteen years; that sometimes would **be eight or ten days getting a car across the river** at St. Louis, this rather as to grain moving eastward than that moving westward. Record, Vol. 2, page 223.

E. H. Ehrler testified that he is traffic manager of Graham Paper Company doing business in St. Louis. Handled ninety-five per cent of business to and from East St. Louis, with their own teams. This by reason of **delays** on account of Terminal service. Record, Vol. 2, page 224.

F. H. Blankenmeister testified; wholesale glass and queensware business St. Louis, twenty-one years. Uses own teams in transferring goods from St. Louis to East St. Louis and vice versa on account of saving of time in delivering and receiving his own goods—difference because of delays in delivering bulk cars by Terminal Association. Record, Vol. 2, pages 229-231.

Edward Knippenburg, jobber of groceries, St. Louis, transfers all goods between St. Louis and East St. Louis with his own teams—this because Terminal Association service is **too slow** and **charges enormous.** Unless transferred with own teams could **not compete** with jobbers in other cities. Record, Vol. 2, page 237.

Edward F. Daly, commission business, St. Louis. Concern handles **three thousand cars per year**. "Sometimes it would take ten or twelve or thirty days to get over the river." Have known it to be as long as forty days. Record, Vol. 2, page 240.

G. M. F. Ward, merchant, Mount Vernon, Illinois. **Two hundred miles from Chicago, seventy-eight from St. Louis.** Difference in favor of delivery from Chicago **over** St. Louis **from twenty-four to forty-eight hours.** Record, Vol. 2, pages 294-301.

G. A. Madden, merchant, Mount Sterling, Illinois—takes **one day to get goods from Chicago, four days from St. Louis.** Record, Vol. 2, page 327.

Jesse French, manufacturer, formerly of St. Louis. Moved to Peoria, Illinois. Main cause was **delay in receiving and delivering goods between St. Louis and East St. Louis**. Record, Vol. 2, pages 338-339.

F. Ernest Cramer, manufacturer, St. Louis, handled goods between East St. Louis and St. Louis with own teams. Cause delays never less than a week or ten days account Terminal Association. Record, Vol. 2, pages 340-341.

John Wulfing, wholesale grocer, St. Louis. Always figure that it takes from ten to fifteen days for goods to come from East St. Louis to St. Louis. Record, Vol. 2, page 346.

Abraham Friedman, wholesale manufacturer of shoes. Uses own team in hauling goods. There

were unusual delays between East St. Louis and St. Louis. Record, Vol. 2, page 410.

Carl H. Schlapp, wholesale grocer, St. Louis. Did hauling themselves between St. Louis and East St. Louis. This is to save time—three or four days. Record, Vol. 2, page 411.

Thomas A. Pullen, wholesale grocer, St. Louis. Hauls goods to East St. Louis to "expedite shipment." Record, Vol. 2, pages 413-416.

F. B. Hornsby, wholesale grocer, St. Louis. Handled with own wagons to save time. Record, Vol. 2, page 418.

S. R. Haines, merchant, Tamaroo, Illinois. Delays in shipments from St. Louis from three to six days. Record, Vol. 2, page 437.

Louis Landau, wholesale grocer, St. Louis, testified to extensive delays in transferring goods from East St. Louis to St. Louis. Record, Vol. 2, pages 438-443.

T. F. Lehne, merchant, Alton, Illinois. Alton is twenty-three miles by rail from St. Louis; from Chicago two hundred and seventy-two miles. Difference in time of delivery at Alton three or four days in favor of Chicago. Record, Vol. 2, page 534.

L. A. Miller, Jerseyville, Illinois, testified to similar delays. Record, Vol. 2, page 456.

F. G. Haueisen, produce business, St. Louis, testified as to delays in shipments between East St. Louis and St. Louis. Record, Vol. 2, page 562.

A. M. Field, Traffic Manager Wrought Iron Range Company, St. Louis, testified to delays. Inbound freight takes from two to four days in crossing river; out-bound from twenty-four to forty-eight hours. Record, Vol. 2, page 570.

M. B. Hilliard, produce commission, St. Louis. "Generally takes from three to four days to get a car of stuff from East St. Louis to St. Louis." Record, Vol. 2, page 590.

James Clausen, shoe polish factory. We have delays of three and four days in getting freight over from East St. Louis. The railroad companies would say they had delivered the goods to the Terminal Railroad but we could get absolutely no satisfaction. Record, Vol. 2, page 334.

C. I. Milliard, wholesale lumber, St. Louis. The delays are very frequent and annoying. **The great difficulty we have had was to get the Terminal Railroad** to receive and handle freight. Record, Vol. 2, page 335.

John Henneberger, Wulfing Grocer Co. When they changed the terminal to the west side (by the Terminal Railroad), we tried shipping from the west side for about three or four weeks and we got so many complaints, that we again adopted the old way of hauling all our goods over to East St. Louis. Record, Vol. 2, page 423.

William Ross, Traffic Manager Garnett, Allen & Grubb Paper Company. All our out-bound shipments are hauled to East St. Louis. We make better time in hauling them to the east side and taking them from there. Record, Vol. 2, page 430.

Charles Hopper, Jacksonville, Illinois. Shipments are **longer coming to us from St. Louis, 100 miles, than from Chicago, 250 miles.** We use the Chicago & Alton both ways. Record, Vol. 2, page 436.

W. B. Cain, Canton, Illinois. We have about **four days' delay** in getting goods from St. Louis, **175 miles.** We get shipments **from Chicago, 192 miles, in two days.** I complained to the agent of the delay. He said it was the "damn Terminal." Record, Vol. 2, page 437.

James A. McConnell, Marx & Haas Clothing Co. We have constant delays. Very often we find from days to a week difference between East St. Louis and St. Louis. Record, Vol. 2, page 445.

George T. McClure, Traffic Manager, Rice, Stix D. G. Co. We have experienced delays both on inbound and out-bound freight. I have personally investigated many of them. I found the Terminal was at fault in many instances. The average time to get goods across the river for us is two or three days. We sent a package of goods to Murphysboro, Illinois, to the Young Dry Goods Company. They want the goods the next day and must have them. If we deliver that shipment to the Terminal Railroad at 4:45 p. m., the Young Dry Goods Co. will never get it under four days. The Illinois Central and C. & A. are the only roads having through cars at the Terminal's 10th and Poplar street depot which do not break bulk in East St. Louis. We could not meet competition of Chicago or cities of that kind anyhow if we have to load

here and break bulk at East St. Louis. Record, Vol. 2, page 465.

Charles E. McEwing, Calhoun Co., Ill. Fire Brick Works, **43 miles from St. Louis.** We are unable to get into St. Louis on the Terminal tracks. Calhoun county is isolated, but isolated as it is, it is a fact that we can **reach Canada, Winnipeg, Duluth, Minneapolis and St. Paul quicker than St. Louis.** Record, Vol. 2, page 528.

Fred W. Hofman, Produce. We handle a great number of cars. Our cars are often delayed, which puts us to expense. The delay happens largely between East St. Louis and St. Louis with the Terminal Railroad. Record, Vol. 2, page 537.

Jams H. McCabe, Carriages. We deliver our goods on the east side to the railroads. The Terminal people refused to accept them, claiming they are too bulky, but the east side railroads accept them. It has cost us considerable more. Record, Vol. 2, page 551.

George Schopp, Produce. We handle 400 to 500 cars per year. We have considerable trouble handling them backwards and forwards over the river. There are delays of one to two days up to five days and when a cold wave comes, we cannot assume the risk. Record, Vol. 2, page 599.

J. E. Stewart, Wholesale Produce. We handle 800 to 1,000 cars per year. We experience considerable difficulty and delay between East St. Louis and St. Louis. About 75% of our business is potatoes in car-loads. They come from Wisconsin

and Minnesota. If a shipment comes to us from Chicago, on the Wabash, its delivery in St. Louis is 60 hours from shipment. From the Illinois Central or C. & A. it is 60 hours to East St. Louis and the average time for getting a car over here after it has gotten to East St. Louis and been put on the Terminal track is anywhere from two to four or five days. Record, Vol. 2, page 611.

Wm. J. Branchvogel, Carriages. Goods are shipped us from Rochester in car-load lots. We have a good deal of difficulty getting them across the river from East St. Louis. There are delays of sometimes four or five days and sometimes two weeks. Record, Vol. 2, page 649.

E. E. Rand, Roberts, Johnson & Rand Shoe Co. The greater bulk of our Eastern business is being handled by the Wabash (3rd and Franklin Ave.) yard. Formerly we handled by wagon. We got into that on account of the delays we had with the Terminal Railroad here. We have not for several years delivered goods to amount to anything to the Terminal Railroad. We have repeated complaints from our customers that they could receive goods **from Chicago quite a good deal earlier than they could from us and for that reason we have been deprived of orders we might have gotten.** Record, Vol. 2, page 669.

5. Testimony as to connections between and favoritism shown by Terminal Railroad Association to the St. Louis Transfer Company.

E. H. Ehrler, Traffic Manager, Graham Paper Co.: The railroads did not allow 2 cts. per 100 lbs.

to any company but the St. Louis Transfer Company. Record, Vol. 2, page 228.

A. De Figuerido, Secretary, St. Louis Transfer Co.: This company hauls about 400,000 tons of freight to and from St. Louis and East St. Louis per year. We handle the entire business of the Carleton Dry Goods Co. The railroads pay the Transfer Company 2 cents per 100 lbs.

The railroad freight depot crews help to load Transfer wagons.

Q. **If a similar shipment of goods started to be hauled by your company and the Terminal Railroad, which would be more rapid between the two cities?** A. There is only one answer. **We are the more rapid of the two. And that is the reason our company is so largely used by shippers.** Our capital stock is $850,322. Record, Vol. 2, pages 305, 320, 321.

John Wulfing, Wholesale Grocer: I think the St. Louis Transfer Company is in a class by itself. It seems to be much more favored than any other Transfer Company. **It is considered a part of either the Terminal Railroad or the railroad companies.** Record, Vol. 2, page 346.

William Ross, Garnett, Allen & Grubb Paper Co.: Formerly the Terminal Association maintained what they call **"pull-up" teams to assist the draymen** at the incline at the eastern approach of the Eads bridge and those were taken off (about the time the Terminal Railroad bought the Wiggins Ferry). About the same time the Wiggins Ferry

Co. issued a circular that teams would not be permitted on their boats that were loaded with more than the team could handle itself. That reduced my earning capacity in this way; when "pull-up teams" were in service I could handle 10,000 lbs. per load and today only 7,500 lbs. Record, Vol. 2, page 430.

George Hendricks, Treasurer, Wiggins Ferry Co.: The St. Louis Transfer Co. does a pretty extensive business, most of it over ferries. **There is a contract between the Transfer Co. and the Ferry Co. giving the Transfer Co. a rate of 17% lower than to an ordinary team. It has been in force since prior to 1881. Settlements are made monthly and the difference paid in a check.** Record, Vol. 2, page 521.

George A. Rhodes, Rhodes Transfer Co.: **The St. Louis Transfer Co. is paid 2 cts. per 100 lbs. differential over us by the railroads. That puts us out of business so far as East St. Louis is concerned.** Record, Vol. 2, page 530.

John Scullin, formerly President Wiggins Ferry Co.: At the time of the sale of the Wiggins Ferry stock to **the Terminal Railroad, the Ferry Company had quite a bunch of St. Louis Transfer stock, several hundred shares, but I don't remember how much. The Wiggins Ferry had considerable Transfer stock; it went with the Ferry Company as one of its assets at the time of the sale.** Record, Vol. 2, page 547.

Armen Traxel, General Teamster: **I did a good business in East St. Louis until the order was is-**

sued not to honor any charges for independent teamsters, only through the Transfer Company. The effect was a clean loss of about $4,000 per year on my business. The railroads at East St. Louis pay the Transfer Company 2 cts. per 100 lbs. rebate. It practically puts us out of business. Record, Vol. 2, page 650.

6. The Freight Tariffs of the Terminal Railroad and their Effect on St. Louis Industries.

George L. Sands, formerly Manager St. Louis Transfer Ry.: The coal rate on the Wiggins Ferry to industries on their tracks was 15 cts. per ton. When the Terminal Railroad bought the Wiggins Ferry, the rate was restored to 30 cts. per ton. Record, Vol. 2, page 151.

R. L. Connor, Hoyt Metal Co.: We use 200 tons of coal per day. The Terminal Bridge charge on coal had something to do with our moving from St. Louis to Granite City. Record, Vol. 2, page 512.

E. O. Stanard, Flour Mills: Our largest mill is at Alton. We sell 6,000 barrels of oufir per month, and it is all made in Alton and shipped down here. The bridge arbitrary had a good deal to do with our removal from St. Louis, as 85% to 90% of our flour went east and our coal also comes from the East. Record, Vol. 2, page 513.

Charles E. McEwing, Calhoun Co., Ill.: Prior to the sale of the Alton bridge we paid 4/10's of a cent per 100 lbs. for crossing it. Now they charge us 1 cent per hundred pounds. The in-

crease was made about six months after its sale to the Terminal Railroad. Record, Vol. 2, page 529.

W. T. Loudon, Manager Alton Bridge: Our coal tariff Oct. 1st, 1899, was 8 cts. per ton. The next one was June 25th, 1905, after the purchase of the Alton Bridge by the present company. The rate under it was 30 cts. per ton. The next tariff is January 10th, 1906. It is 20 cts. per ton and is still in force. Record, Vol. 2, page 671.

A. C. Harris Coal Company, Alton: Our coal crossed the Mississippi River into Missouri at Alton. When we started into business in 1901, the rate was 8 cts. per ton. We continued to June, 1905, at which the rate was raised to 30 cts. per ton and we had to quit business. Record, Vol. 2. page 677.

S. B. Schuyler, General Auditor Missouri Pacific R. R.: **The transfer rate on coal to Mississippi River and Bonne Terre points (transferred over Ivory Station car transfer) is $2.18 per car,** this being the proportionate through rate from East St. Louis.

The rate from Riverside (35 miles south of St. Louis) over Iron Mountain, Ferry and Conlogue Road to East St. Louis, was $4.50 per car of which $3.00 to the Iron Mountain and $1.50 to the Ferry and the Conlogue. Of that ($1.50) the Conlogue and Ferry each got one-half, but they pay the Missouri Pacific 25 cts. per car for "incline service," giving them thus 62½ cts. per car each. Record, Vol. 4, pages 2335, 2522.

As far as the Terminal Railroad properties are concerned, there have been no material reductions on soft coal. Record, Vol. 4, pages 2538, 2539.

Albert L. Perkins, City Railway Expert: The boat that was operated in connection with the Conlogue Road, was transferred down to Ivory Station because the Terminal Railroad (after buying up the Conlogue—East St. Louis & Carondelet Road) would **not make connection with the Missouri Pacific Railroad any longer.**

The Missouri Pacific Railroad now takes cars over its "Valley Road" from East St. Louis to Bixby and over the Ivory Station Ferry and Oak Hill Railroad to the central portion of St. Louis.

The Merchants Terminal and the Transfer Railway ordinances limit the switching charges on those roads to $1 per car, but the Terminal Railroad charges $2.00 per car and over. The Municipal Terminal Commission knows this and has investigated it but took no action.

The consolidation (that is the purchase of the Wiggins, Conlogue and other properties by the Terminal Railroad) **simply wiped out competition in the transfer agencies across the river or any competition. Since 1902 there is no competition as to charge.**

Mr. Ives, the Traffic Manager Wabash R. R., announced that on all coal originating on the Wabash, destined for industries on the Wabash in St. Louis, there would be no switching charge. This **forced** the Terminal Railroad to absorb the 10 cts. per ton switching charge to industries. Record, Vol. 5, page 2667.

D. O. Ives, Traffic Manager Wabash R. R.: The effect of the order was to announce to patrons of the road originating business thereon, that the Wabash was willing to switch free of charge on the St. Louis side of the river all coal originating on its Illinois lines. But that was not the sole object or effect. I had no consultation with any coal man, only with my subordinates and President Delano. I assumed the responsibility and originated the idea. My order resulted in reducing the rates from Illinois mines to St. Louis from thirty cents to twenty cents per ton. **Naturally, as I supposed when I did it,** the competition would have to be met and the **Terminal promptly met it** by making the rate 20 cts. per ton to all their industries. That was the way the ten cent reduction in the bridge arbitrary was brought about. Record, Vol. 4, page 2470.

7. The Money the Terminal Railroad has had since 1889 and how it has spent it.

The Terminal Railroad was incorporated in 1889. It acquired from Jay Gould the land, tracks and buildings east of 18th street, including the old Union Depot, for $5,000,000. The first bond issue was in 1889 covering an issue of $7,000,000 bonds. The expenditures out of that issue are given below.

C. A. Vinnedge, auditor, Terminal Railroad, paid Jay Gould for properties of Union Railway & Transit Co., Terminal Railway of East St. Louis and associated properties, $5,000,000. Construction of new Union Station, $1,746,000. Discount

on sale of bonds, $254,000. That is for land for present Union Station. Record, Vol. 4, page 2435.

First consolidated Mortgage 1893 issued $5,000,000. Expenditures, discount, $387,792.73. Purchase of St. Louis Merchants Bridge and Terminal Railroad stocks and bonds. 17,800 shares, $1,113,400. Purchase of St. Louis Terminal Railway stocks and bonds, $120,000. Used in construction of Union Station yards and belt lines, $3,078,307.27 make up that $5,000,000. Record, Vol. 4, pages 2436, 2393.

There is an item $3,500,000 St. Louis Merchants Bridge and Terminal Railway Company first mortgage Bonds. That is the entire indebtedness. The first item is $1,265,727.98 for the elevated structure. That belongs to the Merchants Bridge Terminal Railway. Construction of southwest approach of Merchants Bridge, $121,757. There are two approaches, one from the north and one from the south. Other construction items, $1,648,161.50. That represents a great many small items in the construction of the Merchants Bridge Terminal Railway. Discount on bonds, $464,353.52. The sums all represent money expended by the Merchants Bridge Terminal Railway. Next is the St. Louis Merchants Bridge Company, bonds, $2,000,000. Record, Vol. 4, pages 2436, 2437.

That represents the cost of the bridge and its approaches. Next is the General Mortgage issue of 1902 of which $18,000,000 had been issued and sold. They will show the expenditures set forth here:

Purchase of Wiggins Ferry Company stock	$7,426,356.15
St. Louis Belt & Terminal Railway stock	160,000.00
Interstate Car Transfer Company stock	640,274.38
East St. Louis & Carondelet R. R. stock	1,250,000.00
Louisiana Purchase Exposition stock	50,000.00
Real estate for Union Station, $2,627,867.80. That was for real estate alone and includes the general construction Union Station, additions, betterments. This includes the real estate before stated	5,482.419.27
Equipment, including new locomotives	702,533.01
Construction of St. Louis Belt & Terminal R. R.	1,630,015.46
Illinois Transfer Railway. That was a road that was built by the Terminal Railroad in East St. Louis	218,405.05
East St. Louis & Carondelet Railway additions	19,106.20
East St. Louis Connecting Railroad additions	7,297.83
	$17,586,407.25

Record, pages 2438, 2442.

These sworn statements of the Terminal Railroad show that, in the 17 years from 1889 to 1906, inclusive, that Association issued and sold three sets of mortgage bonds having a total aggregate par value of		$30,000,000.00
The discount paid thereon was		1,376,384.38
Leaving net cash proceeds of		$28,623,615.62

Which was expended as follows:

Purchase of Old Union Station	$ 5,000,000.00	
New Union Station, land and construction and land for yards and "Inner Belt" line	10,307,226.54	
Building "Outer Belt" line	1,630,015.46	
Illinois Transfer Ry.	217,406.05	
E. St. L. & Carondelet	19,106.20	
E. St. L. Belt Line Ry.	7,297.83	
Total for Union Station and constructing new lines		17,181,052.08
Leaving a balance for other purposes of		$11,442,563.54

Out of which there was paid to buy up competing railroads and ferries:		
17,800 shares Merchants Terminal R. R.	1,113,400.00	
St. Louis Terminal Railway stock	120,000.00	
Wiggins Ferry Co. stock	7,426,356.15	
St. Louis Belt and Terminal Ry. stock	160,000.00	
Interstate Car Transfer Co. stock	620,274.38	
E. St. L. & Carondelet R. R. Stock	1,250,000.00	
		10,690,030.53
Leaving a balance of		752,533.01

Which was expended for new locomotives and equipment ($702,523.01) and subscription to the World's Fair ($50,000).

8. The Terminal Railroad's Failure to Provide Adequate Freight Facilities for the Growing Commerce of St. Louis.

J. L. Penney, Traffic Manager of the Terminal R. R.: The Terminal Railroad has two freight depots in St. Louis, at 12th and 9th and Poplar streets. They are not the largest in the city. It has none elsewhere. The Merchants Terminal has no freight depots. Record, Vol. 2, page 195.

Albert L. Perkins, City Railway Expert: The Cupples Station is owned by the Washington University.

The two warehouses of the Terminal Railroad cover about 3 acres. It has 514 car-lengths of team tracks.

The Merchants Terminal has 205 car-lengths of team tracks in the Mill Creek Valley.

The total track room of the Terminal Railroad Association in St. Louis is practically the same as it was 10 years ago.

The Terminal Railroad could have acquired extensive properties for additional terminal facilities such as team tracks and additional warehouses, **if they had been disposed to spend the money therefor.** I do not think the Terminal Railroad proper had acquired property to any great **extent prior** to the filing of the Government suit in 1905. But the Merchants Terminal had.

The Wabash, Missouri Pacific and Frisco had acquired extensive properties for team tracks and railroad warehouse purposes in the City of St. Louis on the west side of the river in the last ten years.

Q. In the ten years prior to the filing of this suit, has the Merchants Bridge Terminal Railroad, the Wiggins Ferry Co., the St. Louis Transfer Railway or the Terminal Railroad Association of St. Louis or their allied or subsidiary corporations which they control, acquired in the business portion of the City of St. Louis, any extensive properties adapted to be used or designed to be used and which is now being used for team track purposes or for storage warehouse purposes to be used

in connection with the freight transportation business? A. I don't know of any extensive pieces. There have been some small pieces in North St. Louis.

In St. Louis the total team track room of the Terminal Railroad, including the Merchants Bridge Terminal Railroad, the Wiggins Ferry Company and the St. Louis Transfer Railway is about 1600 car-lengths or about 100 cars more for all the terminals in the City of St. Louis, than there is in the individual railroads in East St. Louis and it is wholly inadequate to the demand. Record, Vol. 5, pages 2645, 2647, 2651, 2654, 2656. 2657, 2676.

Complainant's Exhibit No. 209 furnished by the Auditor of the Terminal Railway.

Yards of the Terminal Railway Association in St. Louis, 8 yards. Area 2,216,109 square feet, cost $1,839,008.

Yards of the St. Louis Merchants Bridge Terminal Ry., 9 yards. Area 761,780 square feet, cost $580,944. Total, 17 yards. Area 2,977,889 square feet. Cost $2,419,952. Record, vol. 5 page 2674.

Complainant's Exhibit No. 210, furnished by the Auditor of the Terminal Railroad, shows amount expended for "Real Estate and Construction" (aside from extraordinary expense on Union Station and Bridge 1902-3-4) to be as follows:

1898	$106,395	1901	$ 431,095	1905	$1,107,755
1899	402,337	1902	1,254,435	1906	300,000
1900	192,152	1903	1,000,000.	Record, p. 2679.	

Making a total for ten years of $5,794,169. But of these expenditures, a large amount was for East

St. Louis, very large yards and machine shops, and approximately $1,000,000 went into the subway (Vol. 4, page 2431), so that the amount expended in St. Louis for "Real Estate and Construction" for additional freight facilities in that period of years was about $3,000,000.

9. Feature of purchase of Wiggins Ferry stock by proprietary companies.

Complainant clearly proved why this purchase was deemed imperative.

"We discussed the matter and I told Mr. Gould that the Missouri Pacific, the Iron Mountain and the Wabash Railroads could well afford to purchase the Wiggins Ferry Company in order to prevent such a valuable property from passing into the control of a competitor of those railways."

Ramsey's Testimony, Vol. 2, Terminal Case, page 253.

John Scullin: The Wiggins Ferry Company, the East St. Louis Connecting Railway and the Transfer Railroad. Scullin was president of the company. The Wiggins Ferry Company operated the East St. Louis Connecting Railway Company and portions of the Transfer Railway on this side of the river. Record, Vol. 2, page 74.

The East Connecting Railway extended from the lower part of East St. Louis, Illinois, up as far as Venice, and had switches connecting with the various railroads and with the Stock Yards in East St. Louis and connecting with the various industries up and down the river. Record, Vol. 2, page 74.

The East St. Louis Connecting Railway connected **with all of the railroads coming into East St. Louis, Illinois**. Record, Vol. 2, page 74.

The East St. Louis Connecting Railway had possibly twenty-five or thirty miles all told of tracks and switches. Record, Vol. 2, page 76.

The Wiggins Ferry Company owned the river front extending from the lower part of the town pretty near down to what was known as the "Pittsburg Dike" up to Venice less a strip of two thousand feet opposite Brooklyn, that other people owned. Record, Vol. 2, page 76.

This property was located between the river front and the termini of the Eastern roads entering East St. Louis, Illinois, from the East. Record, Vol. 2, page 76.

The Island is bounded by Cahokia Creek on one side and the Mississippi on the other.

The Wiggins Ferry Company ran five passenger boats at two landings on each side of the river; also two or three car transfer boats. Record, Vol. 2, pages 77-78.

On this side of the river (St. Louis side) the Wiggins Ferry Company owned what was known as the Transfer Railway Company extending from down near the Arsenal up to the northern part of the city. There was probably ten or twelve miles with the switches of said road. The road followed the river along the wharves and connected with the Iron Mountain, the Burlington, Wabash and the Missouri Pacific Railroad Companies. Record, Vol. 2, pages 78-79.

The Wiggins Ferry Company carried on the business of transferring cars loaded and empty

and different kinds of freight wagon traffic and passengers to and from East St. Louis, Illinois, and St. Louis. Record, Vol. 2, page 78.

The opening of the Merchants Bridge for business affected the rates and charges for transfer across the Mississippi river by the Wiggins Ferry Company and the Eads Bridge **and reduced them some.** Record, Vol. 2, page 82.

I remember there was a sharp competition for business. Record, Vol. 2, page 82.

There was a bill of lading issued by the Wiggins Ferry Company for the goods it received. Record, Vol. 2, page 84.

There was a gentleman's agreement to maintain rates. Record, Vol. 2, page 87.

There has been the same rate charged for coal by the bridges and the ferry boats. Record, Vol. 2, page 88.

The three corporations were all doing an interstate business. Record, Vol. 2, page 88.

The Wiggins Ferry Company had locomotives. Record, Vol. 2, page 90.

There were ten thousand shares of the stock of the Wiggins Ferry Company, and I got five hundollars per share for the stock I sold. Record, Vol. 2, page 91.

The reason a price greater than the market value was paid for the stock of the Wiggins Ferry Company **was that the Rock Island people wanted it** for terminals of their great system of railroad. **They paid more than I thought it was worth or I would not have sold it.** I thought the price was a good price. We did not have the earning capacity to warrant **a payment of five hundred dollars.**

But to a large railroad system that could use it, that would induce them to do it, and that was the ground that induced them to pay the five hundred dollars a share for it. Record, Vol. 2, page 91.

The answer does not say the Terminal Railroad Association of St. Louis now controls the Wiggins Ferry Company, but it says it is controlled by "the railroads of St. Louis." Record, Vol. 2, page 92.

Scullin says the Wiggins Ferry Company had a connection with the Merchants Terminal Company. Record, Vol. 2, page 98.

The Wiggins Ferry Company, the Merchants Bridge Terminal Railway Company and the Terminal Railroad Association of St. Louis, have practically all of the facilities for handling the commerce between the States of Illinois and Missouri.

S. D. Webster: Webster says he is railroad freight claim agent of the Terminal Railroad Association. Record, page 102. That he has been connected with the Terminal Railroad Association since 1889 and for a part of that period he has been secretary to the president and attended to his official correspondence. That he also adjusted claims for overcharge, loss and damage of freight which are presented against the company. Record, Vol. 2, page 101.

In 1892, W. S. Hodges was the general freight agent of the Wiggins Ferry Company.

H. W. Gays was general freight agent or manager of the Merchants Bridge Terminal Railway Company.

That in 1877, when the St. Louis Bridge was in the hands of a receiver an arrangement was entered into with the Wiggins Ferry Company which provided for **a pooling of the net cash earnings**—net cash receipts—of the St. Louis Bridge Company and the Wiggins Ferry Company. Record, Vol. 2, pages 103-104-105.

After the reorganization of the bridge company there was **another arrangement somewhat similar to the one I have referred to and I was auditor or commissioner of that.** Record, Vol. 2, page 105.

There was also an arrangement with the Madison County Ferry Company. I think this latter company was bought out by the Wiggins Ferry Company. Record, Vol. 2, page 106. I think I was commissioner **of a tonnage pool formed some** time in 1891, between the Merchants, the Terminal Railroad Association and the Wiggins Ferry Company. Record, Vol. 2, page 106.

I know there was a difference in the published tariffs of the Merchants Terminal Railway Company and the other companies, rates on certain classes of articles. Record, Vol. 2, page 107.

I know there was **a tonnage agreement in 1893,** or about that date, **and it was practically an agreement to maintain rates.** Record, Vol. 2, pages 116-117-118.

The records of the earnings and the statements of the roads as filed with Webster were offered in evidence. Record, Vol. 2, pages 119-120-121.

10. Showing as to Traffic Associations.

Various traffic associations were formed of the representatives of the freight departments of the

various railroads for the purpose of fixing and maintaining freight rates. The fourteen railroads owning the stock of the Terminal Association belong to different traffic associations that have jurisdiction over the interstate commerce business going through the St. Louis gateway and passing through all portions of the Republic and into foreign countries.

The Central Freight Traffic Association with headquarters at Chicago, Illinois, had jurisdiction from Buffalo on the north, Pittsburg on the south and the Mississippi River on the west, including Chicago, Illinois. Record, Vol. 2, page 557. The East-Bound Freight Committee, with headquarters at St. Louis, was a subsidiary organization of the Central Traffic Association. The following defendants belonged to the St. Louis East-Bound Freight Committee: Baltimore & Ohio Southwestern; Chicago & Alton; Chicago, Peoria & St. Louis; "The Big Four"; the Illinois Central; the Henderson & St. Louis R. R. Co.; the Chicago & Eastern Illinois; the Vandalia; the Wabash; the Southern Railway; the Terminal Railroad Association of St. Louis. Record, Vol. 2, page 557.

These Associations all had secretaries and they would meet from time to time and after fixing a rate would name it the **"authorized"** rate instead of calling it an **"agreed"** rate; then the tariffs would be promulgated which would thereafter be known as "the authorized rates." Other traffic associations organized in the territory traversed by the fourteen railroads, defendants herein, were: The Southern Traffic Association; Southwestern Traffic Association; St. Louis, Cincin-

nati & Louisville Traffic Association, and others. There was no class of freight business that these associations did not regulate and control and no road had authority to charge a tariff rate or make a different rate without the permission of the Central Traffic Association, and if any road did so without such permission it was sharply called to task for so doing and compelled to restore the so-called "authorized rate." This control by the traffic association of interstate commerce in the States of Illinois and Missouri is shown in the effort of the Burlington Railroad **to issue through bills of lading some years ago, by routing its goods over its own rails across the Alton Bridge and into the City of St. Louis,** and it made application to the Central Freight Association at Chicago for permission to do so, but was refused. Record, Vol. 4, pp. 1729, 1730-31 and 32. Wherever agreements, assurances and pledges were made in correspondence set forth in the Record to absolutely maintain the so-called "authorized rate," and whenever and wherever the expression "authorized rate" is employed, it means the agreed rates of the Traffic Associations. This term was introduced in railroad usage soon after the decision of the Supreme Court in the **Trans-Missouri and General Traffic Association case,** in order to avoid the use of the term which would imply an agreement on rates. The "authorized rate," therefore, is a rate which has been literally *agreed* upon by all lines in interest and which has then been promulgated by the Central Traffic Association. An indication of the absolute control of the Traffic Associations over interstate commerce of the country by reason of the

promulgation of what is termed "authorized rates" will be found in Vol. 4 of the Record, pp. 1799 to 1811, showing correspondence between officials of the Central Freight Association and the St. Louis East-Bound Freight Committee, in regard to maintenance of rates from Mississippi River Crossings to Eastern points. On page 1801 of Vol. 4 of the Record is set out the record of the Chicago East Bound Traffic Association showing that the "authorized rates from Mississippi River, Peoria and Chicago are to be absolutely maintained."

Again on page 1802, Vol. 4, under subject "Miscellaneous Rates" it was stated that "each road will decline to accept from connecting lines anything less than the authorized through rates," and would maintain the "present authorized tariff rates on provisions, agricultural implements, machinery, cotton, lumber and all other commodities, regardless of the point of origin, route, or destination of the property."

Again, in a letter dated Chicago, March 30th, 1900, signed by J. F. Tucker, Chairman of the Central Freight Association, addressed to R. M. Fraser, Secretary of a sub-committee, it was stated that "at a meeting of the Chicago East-Bound roads held yesterday it was unanimously stated that the authorized tariff rates would be charged from today, each road stating that they would at once notify all shippers and connections to this effect." Record, Vol. 4, p. 1802. R. M. Fraser, Secretary of the sub-committee of the Central Freight Association of St. Louis, writes J. F. Tucker, chairman of the Central Freight Associa-

tion at Chicago: "Your wires thirtieth. As per your request the St. Louis Committee convened this morning. The understanding of the St. Louis Committee is in line with action or agreement of executive officers in New York, February twenty-eighth, and reaffirmed in Chicago, March fifteenth, as to the maintenance of **the agreed authorized** rates effective April second, are in line to conform thereto."

These tariff associations also **had inspectors** that were sent over the country to see that various railroads through their respective agents in the territory in which they had jurisdiction did not cut the authorized and agreed rates. Evidence of this is found in Record, Vol. 4, at page 1809, where it was directed that if a general inspector of the Association discovered that any line or lines members of the Association were waybilling any freight, either export or domestic, at **unauthorized** rates, including switching charges, such information should be promptly sent in writing to the Chairman of such committee and upon receipt thereof such Chairman should immediately call a **meeting** of his committee and submit the matter in full to the members of such committee for their information and action. Pages 1317-19-20, Vol. 3, show where **a rate was cut and the Central Freight Association** compelled the Wabash Railroad to restore it. On page 1829 of Vol. 4 of the Record will be found another letter signed by Chairman Tucker relating to cancellation of unauthorized freight rate on fire brick from St. Louis to Eastern cities.

By reference to Vol. 4 of the Record, pages 1837 to 1843, a complete history will be found of the

conference of the executives of east-bound and initial roads, **forty-three in number, constituting the** principal trunk lines of railway in the United States, held October 1st, 1901, at 143 Liberty street, New York City. At this conference an agreement was made to maintain rates to Eastern points via East St. Louis, Peoria and other gateways. At said meeting a resolution was adopted stating that the agreed rates on both domestic and east-bound traffic on every class and commodity must be absolutely maintained without reservation or evasion. And it was further resolved that the traffic officers at Chicago, Peoria and St. Louis should be instructed to convene on Friday, the 12th of July, their local committees and send for the **representatives of the packing** houses and say to them that the authorized rates of June 1st, 1901, on all packing house products would be absolutely maintained from and after July 22d, 1901, regardless of whether it originates east or west of the Mississippi River, and further, that the respective committees above named give notice to all shippers, agents, representatives and connections **that the full authorized rates only** would be accepted on all kinds of traffic regardless of origin or destination. Record, Vol. 4, pp. 1840-1841.

In Vol. 4, Record, pp. 1897-1918, will be found recorded correspondence with the Traffic Association and the St. Louis East-Bound Freight Committee, concerning attempt by cotton shippers to get a lower rate on round bales of cotton, and the St. Louis sub-committee of the Central Traffic Association, and the refusal of the latter association to allow the local lines to make a rate.

Another method the railroads had through the traffic associations of keeping track of whether or not rates agreed upon were being violated was a system of **checking rates, whereby clerks were** sent from each road and the tariffs of the different roads belonging to the association were checked up. This method was also followed when it was desired to establish a system of tariffs to be agreed upon. Vol. 4 of the Record, pp. 1920-21 and 23.

On Record, Vol. 4, pp. 1918-1926, will be found a history of a meeting of the general traffic officials of twenty-five or thirty of the principal roads in the Central Traffic Association territory, at which meeting tariffs were agreed upon and which was afterwards referred to in correspondence as the **"Chicago Agreement,"** the object of which was to maintain these rates throughout the territory.

At pages 1931 to 1934 of Vol. 4 of the Record, will be found an instance where the St. Louis lines had reduced the rate on packing house products and the Central Freight Association compelled the restoration to the agreed rate. At pages 1934 to 40 of Vol. 4 of the Record, will be found where the Central Traffic Association, through the St. Louis East-Bound Freight Committee, fixed and controlled the rate on lumber from various Mississippi and Ohio River crossings, to Eastern points, and at pages 1940 to 47, Vol. 4, is recorded an unsuccessful effort of one of the roads in the Central Traffic Association to reduce the rate on interstate shipments of scrap iron from East St. Louis to Indiana points. The reduction was not made because the Chairman of the Central Traffic Association at Chicago would not consent thereto.

At pages 1948 to 49 of Vol. 4 of the record will be found an instance of where St. Louis lines made request for special commodity rate from St. Louis to New York and the Chairman of the Central Traffic Association refused to allow the request for special rate.

At pages 1949 to 1964 of Vol. 4 of the Record will be found recorded another unsuccessful attempt to reduce rates by St. Louis lines from Mississippi and Ohio gateways on eastern shipments and the Chairman of the Central Traffic Association refused to allow a reduction in any such rate to be made.

On page 1964 of Vol. 4 of the Record will be found where St. Louis lines applied to the Central Traffic Association, through the St. Louis East-Bound Freight Committee, to make a rate on pig lead and other commodities and such rate was refused by the Central Traffic Association.

Pages 1968 to 1974 of Vol. 4 of the Record show how the Central Traffic Association instructed the lines out of St. Louis to act in unison in order to maintain intact the agreed rate on lumber.

Pages 1974-1978 of Vol. 4 of the Record refer to the discontinuance of the joint tariff issued by the St. Louis East-Bound Freight Committee. As far back as 1870 the **various railroads had pools, and trusts and associations** and often issued joint tariffs carrying rates unanimously agreed by the lines composing such pool or trust or association. Such tariffs had been filed with the Interstate Commerce Commission at Washington, and inasmuch as the railroads wished to show a semblance of submission to the Supreme Court and the con-

tinuance of the association's tariffs in the face of the decision of the Court could only be regarded as a defiance of the law, instead of issuing tariffs as formerly, the "Information Circular" was substituted and instead of the old time term "agreed rate" the term "authorized rate" was employed, and instead of issuing proceedings of meetings, which on their face were violations of law, the records of meetings were so contrived as to mystify and deceive those not familiar with their true nature. **Instead of using the word "resolved"** when a resolution was adopted, the term **"recommended"** was employed and the compromising term "Traffic Association" was discontinued and the insignificant words **"Freight Association"** were substituted. A reference to pages 1974 and 1975 of Vol. 4 of the Record will show such changes.

In Record, Vol. 4, pages 1978 to 2001, will be found an adjustment by the Central Freight Association and various other traffic associations of **rates on lumber from the Pacific Coast and Northwestern points through the Mississippi River gateways, including St. Louis and East St. Louis.**

On pages 2009 to 2011 will be found correspondence that shows how the Central Traffic Association sought to stifle competition of individual companies, by ordering (page 2010) that such restraint be placed upon the freight traffic as will preclude the possibility of store-door delivery at St. Louis.

At pages 2011 to 2015, Vol. 4, will be found further control by the Central Traffic Association over the rates in car-load lots of potatoes through the St. Louis gateway to the East.

Pages 2019 to 2026 of the Record, Vol. 4, contain correspondence showing the Central Traffic Association acting with the St. Louis East-Bound Freight Committee, raised the rate on wheat over the various lines to and through and from St. Louis to points East. Page 2015, Record, Vol. 4, shows how the Central Traffic Association made the St. Louis railroad lines through their local committee establish a rate on grain for export.

Pages 2026 to 2028 of Vol. 4 of the Record, show how the same Central Traffic Association fixed the rates over St. Louis lines on provisions and at page 2033 will be seen how the Central Traffic Association advanced freight rates on the St. Louis lines for hauling government freight. At pages 2036 to 2065, Vol. 4, will be found how the Central Traffic Association advanced freight rates on grain at Mississippi River crossings.

At pages 2065 to 2067 of the Record, Vol. 4, will be found how the Central Traffic Association fixed an agreed rate **for the different roads to charge the Government for carrying its exhibits to the St. Louis Exposition.**

Pages 2068-9 of Record, Vol. 4, show how the Central Traffic Association interfered with and controlled the switching charges at East St. Louis.

Pages 2070-71 of the Record, Vol. 4, show how the Central Traffic Association determined the routing and icing of cars containing perishable freight, and also show a formal agreement between the roads in interstate traffic.

Pages 2073 to 80 of the Record, Vol. 4, show how the Central Traffic Association, through the St. Louis lines, advanced the freight rate of

peaches from St. Louis and East St. Louis and Mississippi River crossings to Eastern points. Pages 2080-81 show how the Central Traffic Association advanced the freight rate on apples from Western Colorado to points beyond and through East St. Louis in the Central Freight Association territory. Pages 2082-3, Vol. 4 of the Record show that the Central Traffic Association fixed the rate on dressed beef, and pages 2095 to 2104, Vol. 4, show how the Central Traffic Association prevented individual lines at St. Louis and East St. Louis from making rates on pig lead and spelter to Eastern points.

Pages 2105 to 2130 of the Record, Vol. 4, show the Central Freight Association and the St. Louis East-Bound Freight Committee and the Trunk Line Association acting jointly to change the classification on brick from East St. Louis to Eastern points, and raised the rate from 26 cents to 30 cents per hundred pounds.

Pages 2130 to 2147 of the Record, Vol. 4, show an agreement with the various trunk line associations and the fixing of rates to be charged to and from the Louisiana Purchase Exposition.

Pages 2161 to 2167 of Vol. 4 of the Record show how the Central Traffic Association prohibited individual lines at St. Louis and East St. Louis from making a rate on pig lead and spelter from East St. Louis to Eastern points.

Pages 2184 to 2186 of Vol. 4 of the Record show how after the flood at St. Louis and East St. Louis in 1903 some of the individual lines wanted a special rate on damaged packing house products and and applied to the Central Traffic association for permission to make the same and it was refused.

Pages 2186 to 2192 of Vol. 4 of the Record show how the Chairman of the Central Traffic Association tried to prohibit individual lines at St. Louis and East St. Louis from allowing return trip passes to shippers of stock.

Pages 2193 to 2207 of Vol. 4 of the Record show how the Central Traffic Association fixed rates on sand to and from St. Louis.

Pages 2212 to 2217 of Vol. 4 of the Record show how the Central Traffic Association fixed, and compelled the individual lines at St. Louis, through the St. Louis East-Bound Freight Committee, to maintain rates on lumber from St. Louis and East St. Louis, Illinois, to Eastern points.

Pages 2223 to 2342 of Vol. 4 of the Record show how the Central Traffic Association working with the St. Louis sub-committee, fixed rates on grain and flour. Pages 2242 to 2246 of Vol. 4 of the Record show how the Central Traffic Association fixed and maintained the rate on old clothes.

Pages 2246 to 2266 of Vol. 4 of the Record show how the same Association fixed and maintained the rate on wall plaster from St. Louis to Eastern points.

Pages 2266 to 2274, Vol. 4, show how the Central Traffic Association through the St. Louis East-Bound Freight Committee made an agreement between the individual roads to raise the rates on scrap iron, and which said agreement was carried out and said rates were maintained.

11. Evidence as to Coal Business and Rates from Illinois to St. Louis, Missouri.

Twenty years ago an average coal car contained 18 tons; they now contain about 40 tons. Record, Vol. 5, pp. 2941-2943.

The coal trains now carry from 800 to 2,000 tons of coal or about double what they did formerly. R., Vol. 5, p. 2943.

The large per cent of coal for St. Louis comes from Illinois. Record, Vol. 5, page 2796.

About 7,000,000 tons of coal came from Illinois to St. Louis, Missouri, in 1907. Record, Vol. 5, p. 2924.

The average car of merchandise netted the Terminal Association about $4.50. The average car of coal nets it about $8.00. Exhibits, Vol. 6, pp. 8-12.

Before the combination of all the proprietary lines into the Terminal Association, the Burlington railroad hauled coal from Illinois across the bridge at Alton, Illinois, and 23 miles into the City of St. Louis, Missouri, for 35 cents per ton, and this included the bridge charges. The charge of 30 cents per ton over the Eads Bridge is therefore too high. Exhibits, Vol. 6, p. 7.

This statement was made by the manager of a coal road in a meeting of the Coal Traffic Association. Exhibits, Vol. 6, p. 7.

This same manager stated in the Coal Traffic Bureau meeting that the 30 cents per ton rate was adopted when coal cars only contained 12 tons, and now they contain 30 tons or more, and this made the rate too high. Exhibits, Vol. 6, p. 8.

The records of the meetings of the Coal Traffic Bureau show that the rates were agreed upon and maintained from Illinois to Missouri, and that this continued down to and was in force up to the beginning of this suit. Exhibits, Vol. 6, pp. 152-153.

A full record of the meetings and proceedings of the Coal Traffic Bureau showing its object and purpose to be the fixing and maintaining of rates, will be found in Vol. 6 of the Exhibits, pp. 1-158.

In 1901 the coal roads met and by resolution divided the **coal tonnage** from Illinois to Missouri. Exhibits, Vol. 6, pp. 155-158.

Proceedings of the meeting of the St. Louis Coal Traffic Association for July 16th, 1897 (Vol. 6, Exhibits, p. 62); also proceedings of the meeting of August 25th (Vol. 6, Exhibits, p. 66); also proceedings of meeting of September 29th (Vol. 6, Exhibits, pp. 69-70); also proceedings of meeting of April 8th, 1898 (Vol. 6, Exhibits, pp. 75-81), show that by resolution the lines in this Association pledged themselves **not to take contracts for the future delivery of coal at the 25 cent basis of rates to extend beyond August 1st, 1898, and that no line should take any contract at any rate extending beyond April 1st of each year, which date had been previously agreed upon as the end of the contract year.** Also that the rate of the Association should be, on and after August 1st, 1898, 35 cents per ton. The constant re-affirmation of this resolution was thought necessary in order to **prevent** any line from **loading up with 25 cent contract which would of course, have prevented the placing into effect of the 35 cent rate on August 1st, 1898, as per agreement.** Pages 2035-40, Vol. 8.

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Exhibits, show that the minimum rate on this coal, as carried in the Association **Tariff No. 5**, effective June 3rd, 1897, was, **at the time these resolutions were adopted,** twenty-five cents per ton from the so-called minimum territory, and that the rates from the other outlying territories were somewhat higher—the **agreed** differentials higher. Proceedings of meeting of the Association (pp. 45-6-7-8-9-50-1-2-3-4-5-6-7-8, Vol. 6 Exhibits) **show the reason** of this 25-cent rate. It was **made necessary by the fact** that the Chicago, Peoria & St. Louis Railway (an independent line, a line not a member of the Association) had contracted for the **future delivery of coal at less than** the existing rate of 35 cents per ton (pp. 47-56, Vol. 6 Exhibits). These contracts were taken on a basis of 25 cents per ton —one of them on a basis of twenty cents per ton. It is seen from this tariff of Association rates that the agreed minimum rate was 25 cents per ton at the time of these numerous resolutions, looking to a concurrent raising of the minimum rate to 35 cents per ton on August 1st, 1898, were being adopted and re-affirmed. It is also seen why the 25-cent rate became necessary. Pages, 2041-49, Vol. 8, Exhibits, show that coal tariff No. 6 superseding coal tariff No. 5, carries the agreed minimum rate of 35 cents per ton, and that the same became effective on August 1st, 1898, which is entirely in accord with the resolutions of the Association to that end adopted from time to time. These proceedings of meetings wherein the joint concurrent unanimous action of the lines is fully set out, showing on their faces the methods by which an increase in the rate is arrived at,

fairly reflect the usual methods of traffic associations in arriving **at their sole object of existence**—the highest rate **obtainable**. Pages 106-7-8-9-10-11-12-13, Vol. 6 Exhibits, show how the old organization, the St. Louis Coal Traffic Bureau was changed into the new body, the St. Louis Coal Traffic Bureau, and that instead of agreeing upon rates the lines, members of the body, **confer** on rates **and then** individually advise that the rates **will be raised** on March 1st, 1900. Something happened to prevent the carrying into effect of this milder, but vague and significant conspiracy, and this is fully set out in the pages last referred to. Shown here—that while the roads seriously go through **the farce of** proclaiming individual independent action, the fact is that such action depends entirely upon the full concurrent unanimous action of all the lines. The effort to raise the rate (pages 108-9, Vol. 6 Exhibits) 5 cents per ton on 4,500,000 tons of coal (for that was the tonnage in the year 1900), a clear yearly increase in the revenues of the lines of $225,000 to $250,000, immediately upon the reorganization of the association or bureau, shown to be significant. Shown (Vol. 6, page 108) that, at the meeting of the reorganized bureau on January 4th, 1900, the Secretary was instructed to issue an **"Information Circular"** showing the rates charged by the several roads for the transportation of coal to East St. Louis as per memorandum furnished. This so-called "Information Circular' 'took **the place** of the former association tariff and carried the **identical rates** the tariffs carried. The change in the name of this tariff sheet **was a mere evasion, and so understood.**

Pages 2041-2-3-4-5-6-7-8-9, Vol. 8 Exhibits, show that coal tariff No. 6, effective August 1st, 1898, carries the freight rates applying to East St. Louis; also page 2050, Vol. 8 Exhibits, shows that the "Informtaion Circular" contains "copies of individual rates charged by the several roads, etc., etc." So-called "Information Circular" carries the **same rate** as the tariff it succeeded and was issued in accordance with the instructions of the meeting of January 4th, 1900. An information circular is merely another name for a tariff sheet of rates. The object in the change is to avoid any semblance of agreed rates which is implied in an association tariff. It is a change of form, but not of substance.

After the reorganization of this body on January 4th, 1900, the method of fixing the rates—that is, the method which was made a part of the records of the association—was changed. An example of this "new method" is set out in subsequent proceedings, and for the purpose of illustrating this method reference is made to them. Information Circular No. 4 effective January 10th, 1903 (page 2106, Vol. 8 Exhibits), cancels Information Circular No. 3 (page 2098, Vol. 8 Exhibits), and increases the minimum on coal from **30 cents** per ton to **40 cents** per ton— a clean raise of 33⅓% in the rate.

The rate in this Information Circular No. 4 remained in effect from January 10th, 1903, to and including April 30th, 1905—a period of two years and three months.

During the years 1902-3-4, the St. Louis, Iron Mountain and Southern Railway extended its line into the State of Illinois, from Thebes, Illinois, to

East St. Louis. A branch of this line was extended into the coal fields of Southern Illinois in Williamson County. Upon the completion of this line that company was in a position to carry coal from Williamson County to East St. Louis. Finding that the St. Louis Coal Traffic Bureau was maintaining a higher remuneration rate on coal from the minimum territory in Illinois to a territory extending some eight miles from the Mississippi River to perhaps sixty miles—and that this rate was forty cents per ton, the Iron Mountain proceeded to apply the same rate (40 cents per ton) from its coal mines, **one hundred and thirty-two miles distant,** to East St. Louis. The agreed rate of the Coal Traffic Bureau from that territory—the "Carterville territory"—which had been invaded by the Iron Mountain, was sixty-two and a half cents per ton—a differential of twenty-two and a half cents per ton above the agreed minimum rate of forty cents per ton, applying from the so-called minimum territory. The Iron Mountain not being a member of the Coal Traffic Bureau and not bound by its rules or rates, ignored the 62½ cent rate from the Carterville territory and put into effect from that field the 40 cent minimum rate of the Coal Traffic Bureau. Page 173 and pages 238-239, pages 272-3 and 627, Vol. 2, Record.

Complaint having been made to the St. Louis Coal Traffic Bureau by the Illinois Central Railway of this independent action of the Iron Mountain Railway, a meeting of that Bureau was held on April 29th, 1905 (p. 140-1, Vol. 6 Exhibits) and as a result of that meeting the minimum rate was forced down to 30 cents per ton. This action was com-

pelled by the independence of the Iron Mountain in insisting on making the same rate (40 cents) for a haul of one hundred and thirty-two miles as the Bureau had prescribed for a haul of eight or ten miles (p. 2116-2124, Vol. 8, Exhibits). Proceedings of meeting of April 29th, 1905 (p. 1340-1 Vol. 7, Exhibits), show how the association reduced the rate from 40 cents to 30 cents per ton.

On Saturday, May 20th, 1905, the Mobile & Ohio Railway served notice on the Coal Traffic Bureau, and the numerous member of it, that, effective Monday, May 22d, 1905, that line (the M. & O. Ry.) would make the coal rate from the minimum territory 20 cents per ton, instead of the agreed rate of 30 cents per ton which had been fixed at the meeting April 29th, 1905, previously mentioned. This action precipitated a rate war wherein the minimum rate fell to one and two dollars per car. (Circular letters, May 22nd, 24th, and 25th, pp. 151-2-3, Vol. 6, Exhibits). This rate war lasted until June 5th, when the rate of 25 cents per ton became effective. This rate was agreed on at the meeting of May 29th, 1905 (p. 142-3, Vol. 6, Exhibits; pp. 2223-2230, Vol. 8, Exhibits). Attention is again called to the vague but significant methods by which unity of action was secured. And this is called the individual action of the individual lines.

These proceedings of meetings of traffic associations, wherein rates are agreed upon, fixed and determined, fairly illustrate the methods employed before and after the decisions of the Supreme Court in the Traffic Association cases.

That the **recorded** proceedings of the acts and

doings of the traffic association are not a faithful record, attention is called to the proceedings of the meeting of the Coal Traffic Bureau of March 7th, 1901 (p. 118, Vol. 6, Exhibits).

Circulars are shown which were subsequently furnished the various railroads, members of the bureau, showing the **real actions** of the body in the meeting Exhibit 42, p. 153-158, Vol. 6, Exhibits).

The St. Louis Coal Traffic Bureau since the filing of this suit, has raised this minimum coal rate from 25 cents per ton to 42 cents per ton, and this was the agreed rate of that association up to the first of January, 1969. That a 40-cent or 42-cent minimum rate is an exorbitant rate for the service performed in carrying this coal to the St. Louis market, attention is called to the fact that certain lines were willing to and did, and the exhibits in this case show they did, contract **to carry coal to East St. Louis for the St. Louis market at a 25-cent rate.** This is the face of the fact that the Traffic Bureau was strenuously trying to, and for a considerable period did, maintain a 25-cent, 30-cent and 35-cent rate meanwhile (proceedings of meeting, May 25th and June 2nd, 1897, pp. 45 to 58, Vol. 6, Exhibits). These proceedings show that the Chicago, Peoria and St. Louis Railway, an independent line, a line entirely outside of the Bureau, and not restrained by its rates or rules, contracted for the future delivery of coal to the St. Louis market on a rate basis as low as 25 cents per ton, and possibly lower (pp. 47 and 65, Vol. 6, Exhibits). At this time the Louisville, Evansville & St. Louis Railway (not the Southern Railway)

was in the hands of the Federal Court, and was not a full member of the Coal Traffic Bureau; it was what was known as a "co-operative member"; that is, it would promise co-operation, and then when its interests required it would be the judge of the measure of the co-operation which it would render. At this time, June 2nd, 1897, to July 31st, 1898. the agreed minimum rate of the Bureau was 25 cents per ton; and, as has been shown, this rate became necessary **because** of the 25-cent contract rate of the C. P. & St. L. (pp. 47 and 56, Vol. 6, Exhibits). It was generally understood among the officers of the numerous coal carriers, that this 25-cent rate on the C. P. & St. L. Ry. extended from the year 1897 to the year 1902—a period of five years. This was never seriously denied by that line; nor was it openly admitted. The L. E. & St. L. Ry. being at this time (1897) only a so-called co-operative member, and in a measure at least independent, and having lost some of its coal tonnage, and with a view of further developing its coal fields and regaining its lost coal tonnage, entered into an arrangement, verbal or otherwise, with a new coal mine located on its line for the future delivery of coal on a basis as low as 25 cents per ton. This action was rendered necessary in order to meet the 25-cent contract in effect on the C. P. & St. L. Ry. As a result of this "arrangement" the coal tonnage of the L. E. & St. L. Ry. (Southern Ry.) increased enormously during the succeeding five years.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1911.

No. 386.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1911.

THE UNITED STATES OF AMERICA,
Appellant,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, et al.,
Appellees.

No. 386.

APPELLEES' STATEMENT AND BRIEF.

STATEMENT.

Fourteen large railroad systems, owned and controlled by a like number of companies, made defendants in this case, enter the City of St. Louis. At the time this suit was brought defendant companies owned all the shares of stock of the Terminal Railroad Association of St. Louis, and all the shares of stock of the Wiggins Ferry Company.

The Terminal Railroad Association under a contract with the St. Louis Merchants Bridge Terminal Railway Company, dated August 17th, 1893, acquired the right to use, in perpetuity, all the terminal facilities then or thereafter constructed by the latter com-

pany, together with four thousand, three hundred and eighty-four shares of its capital stock. Contemporaneously it acquired thirteen thousand, five hundred additional shares of stock from shareholders of the Merchants Company, which gave it the majority of the shares of that company's stock.

This grant of perpetual use was not to interfere with the Merchants Terminal right of use of its own tracks, and was made pursuant to requirement of Section 9, of an Ordinance of the City of St. Louis, granting the Merchants Terminal the right to lay down its tracks and terminal facilities in the City of St. Louis. That provision of the Ordinance is as follows:

> "Said Merchants Bridge Terminal Railway Company * * * and shall also permit any other railroad company, having connection with it, to run its trains, locomotives, engines and cars, loaded or empty, over its railway tracks, side tracks, switches, turn-outs, and turn-tables, for such reasonable compensation and under such reasonable rules and regulations as may be agreed upon, etc."

These three companies, (viz.: Terminal Railroad Association of St. Louis, St. Louis Merchants Bridge Terminal Railway Company, and the Wiggins Ferry Company), at that time owned and controlled substantially all the connecting or terminal facilities at St. Louis, Missouri, and East St. Louis, Illinois, except the individual yards of the defendant railway companies. The unification, in the use of the Terminal Association and Merchants Bridge Terminal systems of terminal facilities, was accomplished through the contract above referred to, in 1893. The railway companies who owned all of the stock of the Terminal Association, to increase their terminal or connecting facilities and to provide means for further

expanding them, in 1903 acquired all of the stock of the Wiggins Ferry Company.

In 1904, the then Attorney General of the State of Missouri, (Special counsel in this case) conceiving the foregoing relation between the three terminal companies to be in effect a consolidation between parallel and competing lines of railroad, and a combination in restraint of State and interstate trade, filed an information in the nature of *quo warranto* (the usual remedy in Missouri for disrupting trusts), against the Terminal Association in the Supreme Court of Missouri.

Upon demurrer to the information a judgment was given against the informant (State v. Terminal Railroad, 182 Mo. 284); the Court holding substantially that these terminal and connecting facilities for the use of all railroads entering the City of St. Louis in common and upon equal terms, did not violate the law prohibiting the consolidation or unification of parallel or competing railroads within the legal and economic meaning of those words; and that such an arrangement promoted and facilitated trade instead of restraining it. That Court said:

> **"We gather from the information that all along the lines of the Terminal tracks, intersecting the city from north to south, from east to west, and belting it on the west, there are manufacturing and other business concerns with switch tracks or spurs into their premises, which enable the shipper to load the cars on the switch tracks on his premises and have them delivered to any railroad that reaches the City. A more effectual means of keeping competition up to the highest point between parallel or competing lines could not be devised. The destruction of the system would result in compelling the shipper to employ the railroad with which he has switch connection, or else cart his product to a distant part of**

the city, at a cost possibly as great as the railroad tariff.

St. Louis is a city of great magnitude in the extent of its area, its population, and its manufacturing and other business. A very large number of trunk line railroads converge in this City. In the brief of one of the well-informed counsel in this case it is said that St. Louis is one of the largest railroad centers in the world. Suppose it were required of every railroad company to effect its entrance to the city as best it could and establish its own terminal facilities, we would have a large number of passenger stations, freight depots and switch yards scattered all over the vast area and innumerable vehicles employed in hauling passengers and freight to and from those stations and depots. Or suppose it became necessary in the exigency of commerce that all incoming trains should reach a common focus, but every railroad company provide its own track; then not only would the expense of obtaining the necessary rights of way be so enormous as to amount to the exclusion of all but a few of the strongest roads, but, if it could be accomplished, the city would be cut to pieces with the many lines of railroad intersecting it in every direction, and thus the greatest agency of commerce would become the greatest burden.

This is what our General Assembly, as early as 1871, to some extent at least, foresaw and attempted to relieve against, and we cannot believe that the Constitutional Convention in 1875 was less appreciative of the conditions then present or in prospect, and hence we cannot believe that the Convention, when it said that two lines of railroads that were parallel or competing should not be brought under one ownership or management, meant that two lines, used exclusively for bringing the trains from the several railroad termini in the city or at the city's border to a common terminus, should not be so consolidated; because, as we have seen, the consolidation of the terminal facilities promotes the competition that this

clause in the Constitution was designed to preserve."

An ineffectual effort was then made by the special counsel in this case to have the then secretary of War (now the President), declare the Merchants Bridge forfeited under the terms of Section 11 of an Act of Congress authorizing that structure across the Mississippi River.

The matter was then brought to the attention of the Department of Justice and this suit was begun in the United States Circuit Court at St. Louis, where at trial upon bill, answer and proof, the bill was dismissed by an equally divided Court.

THE BILL.

The essence of the charge is, that the fourteen railroad companies, named in the bill, and generally referred to as the Proprietary Companies, in the manner hereinbefore stated, acquired the control of the three Terminal Companies, viz: The Terminal Railroad Association, St. Louis Merchants Bridge Terminal Railway Company, and the Wiggins Ferry Company, each competitor with the others for the purpose of stifling competition, compelling all other railroad companies to use the facilities of the Terminal Companies and imposing unreasonable charges for their use in the transfer of freight and passengers between St. Louis and East St. Louis and all the States of the United States and foreign countries.

THE ANSWER.

There is no denial in the joint answer of the co-defendants that the use of terminal systems, so designating them for convenience, has been subjected to

the control of the railroad companies and each is being operated as part of one general and comprehensive terminal plan or arrangement; but it is averred that each of the three was incomplete in itself, and that they were brought into unison in order to supplement each the deficiency of the other, and perform more economically and with more facility and dispatch the terminal service for all the railroads which enter St. Louis and East St. Louis, (both places commercially considered as a single city), giving each railroad free and undiscriminating access to every shipping or receiving interest located upon any of the three systems.

It is further averred that the combination was not made and is not operated for the purpose of a distinct profit, but that the charge for service is simply sufficient to meet cost of operation, proper maintenance and fixed charges, and that the use of the terminals is open to the non-proprietary lines upon the same terms as to the proprietors. No dividends are paid upon the shares of either of the three terminal companies, and the proprietary lines are not any of them interested in the fixed charges except as guarantors. As a result of the union, the efficiency of the terminal facilities has been greatly increased, and the cost and charge for the services has been greatly reduced; all the railways, small and great, have been put upon an equality in this respect, competition between them has been encouraged, trade promoted and a monopoly avoided.

THE ISSUE.

The essential and controlling facts seem not to be in dispute. The question as it occurs to us is: Whether the common control or ownership of all the

terminal facilities (mechanical devices for the exchange, receipt and distribution of traffic,) of a large commercial and manufacturing center by all the railroad companies, and for the benefit of all upon equal terms and facilities, without discrimination, is condemned by the Sherman Act as a conspiracy in restraint of trade or an effort to monopolize trade.

The Government affirms it is, while the defendant contends it is in harmony with the law because it expands competition by extending equal conveniences and advantages to all shippers located upon each of the three systems for all traffic to and from St. Louis:—expedites and economizes the service. The arrangement is justified by (1) the physical or topographic conditions peculiar to this locality; by (2) its commercial, industrial and railroad development and history; by (3) public opinion expressed legislatively and judicially, and (4) by the judgment of experienced railroad engineers and managers.

We do not understand that a combination between competitors for business that will give them equal opportunity for competition, as in Joy v. St. Louis, 138 U. S. 1, and Ry. v. Ry., 47 Fed. Rep't. 15, S. W. 163 U. S. 564, S. C. 217, U. S. 247, is under the condemnation of the Sherman Act. All it requires is that they shall race fairly after they have toed the mark. If one railway company may equip itself with terminals and contract their equal use to another, may they not with no less legal objection unite in joint ownership.

The Court will look at the purpose of the parties and determine from the circumstances whether, the purpose being within the law, the means, rightfully used, are reasonably calculated to attain the purpose.

It seems to us that the Government is in this fundamental error—that it regards the community sur-

rounding St. Louis, because divided physically and politically by the Mississippi River, as distinct competitive commercial integers instead of a commercial industrial unit. The traffic in this community which may properly be called greater St. Louis, is casual and incidental and is a very small per cent of the traffic, and such as would ordinarily be served by drays.

PHYSICAL AND TOPOGRAPHIC CONDITIONS.

Space for terminals in the City of St. Louis is a serious problem. While St. Louis, East St. Louis, Venice, Granite City, Madison, and the towns which lie opposite St. Louis on the east side of the Mississippi River, constitute a single commercial and industrial community, the commerce of the City of St. Louis is of the greatest consequence.

Any plan looking to the service of this commercial and industrial community must make the amplest provision for the immensely greater magnitude of it in the City of St. Louis. Its population and commerce has grown immensely in the past ten or fifteen years. Its location was originally made with reference to the Mississippi River as a highway of travel and commerce.

In 1873 practically one-fourth of its tonnage was by river. Its total tonnage at that time was nearly six million. Its total tonnage in 1905 was about forty millions, thirty-nine millions of which was served by rail, and less than four hundred thousand by river. This tonnage doubles at the rate of once every seven years.

The valley of the Mississippi River at St. Louis is on the east side and the hills on the west side. The

entire city of St. Louis is located upon hills which rapidly recede from the river shore. Its river frontage is of several miles. To the north of the city the hills recede into a valley, formed by the Missouri and Mississippi Rivers. Mill Creek, a small stream, traverses about midway east and west the center of the City. The river front is bordered by a levee, rather narrow, midway of the city; northwardly it widens at the foot of the hills. Railroads coming into the city from the north enter from the valley, those from the west come into Mill Creek Valley, those from the south along the river bluffs up to the levee. The valley on the east side of the Mississippi River is about eight to ten miles in width, and there is no natural obstacle in the way of railroad entrance into East St. Louis and the adjacent towns.

In 1893 the Mill Creek Valley was entirely occupied by the yards and tracks of the Terminal Railroad Association of St. Louis, and the tracks of the Wabash, Missouri Pacific, St. Louis and San Francisco, and the Iron Mountain Companies. At this time the only rail connection these roads had with the east was over the tracks of the Terminal Railroad Association, through a tunnel and over the Eads Bridge to East St. Louis. On these tracks was located the Union Station, to which all railroads had access, those of the east over the Eads Bridge and through the tunnel, then the only means of railroad connection between St. Louis and East St. Louis. There was no room for the expansion of terminals in the Mill Creek Valley. However great the area for expansion of terminals on the east side of the river, it would be unavailing to the commerce of St. Louis, which was limited to its own available territory and the capacity of the tunnel and the Eads Bridge. All of the terminals of the St. Louis Terminal Railway As-

sociation on the west side of the river were confined to the Mill Creek Valley, the tunnel and the Eads Bridge. It did not serve either north or south St. Louis. There were two insurmountable obstacles to the extension of its terminals either north or south—topographical and municipal. Topographical because the available space was already occupied by railroad tracks, and municipal, because it could not get the consent of the Municipal authorities. At one time it made a serious and expensive effort to do so, but the effort failed by the refusal of the Municipal Assembly to grant the right to cross or occupy overhead, or at surface, the public highways.

The Eads Bridge was completed in 1874. It is a double decked structure, the lower for railroad tracks, the upper, for street cars, vehicles and pedestrians, the surface of which was practically even with the surface of the streets in St. Louis. The exit of the railroad trains from the bridge into St. Louis was through a tunnel into the Mill Creek Valley. It was conceived as a bridge company with the right to collect tolls. Experience and necessity made it a part of a terminal system.

The Merchants Bridge was promoted in 1896 with the like idea, but long before completion it inevitably followed the same development as the Eads Bridge, and became merely a part of a projected Terminal system. It was built several miles north of the Eads Bridge; and on the St. Louis side of the river formed terminals whose plans, so far as completed in 1893, had no direct connection with the Eads Bridge Terminals, and served that part of St. Louis lying north of the Eads Bridge. Its terminals and the individual tracks and yards of the railroad companies that entered St. Louis at the north occupied practically all the territory available for railroad tracks. There

was certainly neither room for duplication, nor necessity for it. Its system was at right angles with Eads Bridge System, although the two bridges were gramatically parallel across the river.

There was no single point of connection between the terminals connected with the Eads Bridge and those constructed in connection with the Merchants Bridge. They each occupied and served distinctly different municipal territory. If they exchanged business at all it must be through their connections.

After the contract of 1893 this connection was brought about by a union of the Terminal tracks with the elevated tracks of the Merchants Company, near the foot of the Mill Creek Valley.

The system of the Wiggins Ferry Company was constituted of a track on the east side about seven miles in length, running along the levee, and the west shore of the river, connecting with the Iron Mountain tracks and through it with the Terminal Association tracks, near a station in St. Louis called Ivory. On the east side of the river this company owned a large body of land extending along the river shore for a long distance, which was available for manufacturing sites and railroad terminals.

An effort was made in 1903 by the Rock Island Railroad Company to acquire the Wiggins Ferry property for its individual use. This was contested by other companies, and ultimately the stock was acquired by all of the railroad companies at St. Louis for their equal use and benefits, just as the other two systems were acquired. Of course, as the commerce of these cities grew, the railroad terminals must be expanded to meet its necessities. When the terminals cease to expand, as one witness expressed it, the commerce of St. Louis would cease to grow. So that, of physical and commercial necessity, the terminal

facilities of this greater St. Louis community was compelled to create a more rapid, continuous and general service and to seek to expand the terminals as then constructed.

We have seen that railroad access to the commerce of St. Louis is naturally divided into four sections—North St. Louis, Middle St. Louis, which comprises the Mill Creek Valley, South St. Louis and East St. Louis. All of the railroads which enter St. Louis have their termini at one of these four points; none of them run through St. Louis. They are all connected with each other and with the traffic of St. Louis by means of the Terminal Railroad Association tracks.

When these railroads were originally established, had the growth of St. Louis and the modern conditions of municipal life been foreseen, a different and more efficient plan might have been devised for terminals, but railroad companies in those days did not take serious thought of terminals in large cities. They did not take foresight of the immense future development of industry and commerce beyond their own immediate needs. It was then thought of railways, as well as highways, that if they brought persons to the City the service was sufficient and complete. The growth in the population of cities and in the volume of traffic has brought the subject of terminal facilities more seriously and pressingly, not only to the attention of the operators of railroads, but also to the public.

The ground required for terminals in large cities is enormously expensive. As the cost of terminal service must be borne by those who benefit by it, they are interested to keep that down to the lowest possible point. Railroad tracks and yards are unsightly; the movement of trains through them is attended with noise and smoke and dust; and so they

should be confined and restricted as closely as may be consistent with the needs of the community. As a city grows it needs more sewers and more water pipes, but it does not need more sewer systems and more water systems. In like manner, as a city grows it needs more terminal facilities, but it does not need more terminal companies. Indeed, all local or municipal public utilities tend necessarily to a unitary system, for physical reasons, if for no other.

And if each railroad in a city had its own comprehensive terminus, they would still fail of their highest efficiency unless they were brought into connection with each other, for often traffic must pass from one line to another, even where those lines considered in their entirety are competitive. A factory in St. Louis might be situated on a Wabash track, and yet have its freight from Chicago brought in over the Alton, and unless the Alton could use the Wabash switch, it could not make delivery at the factory, and bulk must be broken and delivery made by wagon.

We have twenty-four roads coming into the St. Louis community from various directions, and no through roads. Each of these has, and must have, terminals for its own distinctive purpose, and none of them has, or can have, comprehensive terminals giving it access to every portion of the city. It has its own station and side tracks for the freight to be delivered to the consignee at that station or sidetrack, but this will be a small part of the freight it brings to the city, and it will not be all of that even which finds ultimate delivery in the city. Most of what it brings in is to go out to some point beyond or is to be delivered at a warehouse or factory located upon the track of some other road.

There must then be a physical bond or union between the different railroads entering a city or their

highest efficiency cannot be reached. To accomplish this union there must be some arrangement between them. An independent company may build the connecting tracks and operate them, but that does not obviate the arrangement between the railroad companies; it simply makes necessary another party to the arrangement, and it involves a distinctive profit for a distinctive service. If one terminal company does not connect up all the lines, and two or more companies divide the field, so much the worse in every respect. Each company then must have its own engines, its own crews, its own receiving and delivery tracks, its own inspection, its own billing, multiplying the labor and expense of the terminal function by the unnecessary division of the function itself. It is to the public interest and advantage that all the railroads entering a city be brought into physical union, and the function of the terminal railroad is to effect that union, and the question of competition is not involved any more than in any other case of union of connecting lines; for only in so far as they form connecting lines, have the railroads any occasion for the union effected by the Terminal Company. The best solution of the terminal problem is, therefore, the simplest one.

Radical improvement and enlargement of St. Louis terminals began with the construction of the Eads Bridge. This was the work of a bridge company which did nothing but build the bridge, and which was independent of all the railroad companies, save as it desired them to use the bridge. Another independent company constructed the tunnel; a third, connecting tracks on the east side; a fourth, connecting tracks on the west side, and a fifth built the Union Station.

The facilities of the five companies must be used to

bring passengers from the terminus of the railroad in East St. Louis, and debark them at the Union Station. This was a clumsy and inconvenient arrangement, but it was the work of thirty years ago. It should all have been done by one company, and the obvious advantages of a single system resulted in bringing these several facilities under one control in the year 1889. It is obvious also that the railroad companies having occasion to use these facilities should have the right to use them upon equal terms.

As a consequence of the construction of the Eads Bridge, the Wiggins Ferry Company was compelled to make great changes in its mode of business. Through companies, one on the east side of the river and one on the west side, it constructed tracks along the river shores connecting with inclines, by means of which it was enabled to transfer cars from one side of the river to the other and avoid the breaking of bulk.

In 1886, a new bridge, the Merchants, was projected and was authorized by Act of Congress of February 3rd, 1887. The St. Louis Merchants Bridge Company was incorporated to build the bridge. An Illinois Company was organized to construct connecting tracks on the Illinois side, and a Missouri corporation, the St. Louis Merchants' Bridge Terminal Railway Company, was organized to construct connecting tracks on the Missouri side. Here were three links in one and the same chain of communication. These three links were, and properly, brought under one control and constituted the Merchants' Terminal System. None of the railroad companies entering St. Louis had any ownership or control of this system.

Here now were three distinct terminal systems no one of which, however, was sufficient for the needs of the situation.

As to the passenger business, the older company was in control. It had the Union Station and connecting tracks, and all passenger trains must come in and go out of the Union Station. Its bridge, however, could be reached only by means of the tunnel and so all passengers to and from the East must go through the tunnel. The Merchants' Bridge had open approaches on both sides of the river, but no connections with the Union Station.

As to freight, each of the companies had its own way of getting across the river and the old company had some sort of connection direct or indirect with all of the railroads on both sides of the river. The connections of the Wiggins Ferry and Merchants companies were not complete. But each of the companies could handle some of the business across the river and there was potential, if not actual, competition between them for some of it. How much of this business was thus open to competition is not shown by the testimony, but the physical conditions indicate that it could not have been a large proportion.

On the west side of the river there was but little territory common to the three systems or to any two of them. The old company had the Mill Creek Valley, the Merchants Company had North St. Louis, and the Wiggins Ferry the southern section of the city. To transfer or switch from one section of the city to the other required the use of the tracks of two and often three of the companies.

Neither of these systems, then, was a complete one either as to passenger or freight service. If passengers to or from the east were to be spared the passage of the tunnel, properties of the older terminal company and the Merchants Company must both be used, the station and tracks of the one, and the bridge and tracks of the other. If the different railroads

entering into the city were to be brought into efficient union with each other, and if the warehouses and factories of the city were, each and all of them, to be brought into track connections with each and all of the railroads, the facilities of all the terminal companies must be united and used in common for that purpose. Either that must be done or each of the three terminal companies must develop a complete system of its own.

The railroad companies determined upon one system of terminals, and to accomplish this, the leading ones among them acquired control in the manner alleged in the answer of the three terminal companies. Fourteen railroad companies are spoken of in the pleadings as proprietors, but some of these companies have such inter-relation with others, that, excepting two short coal roads on the East side and the Chicago, Peoria and St. Louis road, and the St. Louis and Southwestern, every railroad entering the cities of St. Louis and East St. Louis is represented in the proprietorship of the consolidated terminal system; and beyond this, the roads not so represented have the use of the terminals for the actual cost of that use. No charge of discrimination or oppression by any railroad company is to be found in all this enormous record. As proprietorship carries with it nothing distinctive except an obligation to join in the guaranty of fixed charges, no application for partnership therein ever has been, and we may safely add, ever will be refused.

ADVANTAGES OF UNITARY TERMINAL SYSTEM OWNED AND CONTROLLED BY THE RAILROAD COMPANIES USING IT.

The bill of complaint seeks to dissolve the present terminal system and asks that the three elements composing it be maintained, operated and developed as independent institutions. We have one system now owned and controlled by the companies using it; will it promote the public welfare to have three systems owned independently and operated for a distinctive profit?

If we had our three independent terminal companies, we should find that with the present facilities, no one of them could of itself render satisfactory service to any one railroad company. For example, the Terminal Association has the Union Station for passengers, but its terminal connection with the Eads Bridge is very objectionable to many people. The Merchants Bridge has open approaches and is preferred to such an extent by some companies that they make detours of several miles to use it. To avoid the tunnel and still use the Station involves an arrangement or combination between the two terminal companies. We have that now, and to avoid it and still get the service desired, either the Terminal Association must build a new bridge or the Merchants Company must supersede the present Union Station.

To give all of the industries in the community access to all the lines of railroad, requires, as far as concerns conditions, in most cases, the use of tracks of two or more of the terminal companies and this again would involve a combination or agreement be-

tween them. We have that now and to avoid it and still get the service desired, each of the companies must extend its tracks in every direction to reach every point now reached by any of them.

A view of the conditions will show this to be physically impossible. Mill Creek Valley divides the city into North side and South side. It is the natural location for the railroads leading to the West. So far as the terminals are concerned, it is fully occupied by the Terminal Association and there is room for nothing more. The same is measurably true of the Northern field, occupied by the Merchants Company, and of the river front district, occupied by the Wiggins Ferry.

Even if it were physically possible, unsightly tracks and yards should not be duplicated and triplicated unless there is absolute necessity for it. They do not in themselves contribute to the beauty of the city, nor does the operation of them add to the comfort and convenience of the inhabitants. Besides, the cost would be enormous and would impose a useless burden of expense upon the business done over the terminals.

These objections to three separate systems are all of a public nature; they are, all of them, obvious and they are overcome, so far as is humanly possible, by a unitary plan.

The only objection that is made or can be made to the unitary plan is that it eliminates competition as to the terminal service. There was some territory common to two or all of the separate terminal systems, and there was some competition as to traffic in this territory. This competition, it may be urged, would have become general with the development and extension of each separate system. We may grant this, for the sake of argument, but we still in-

sist that it proves nothing in favor of numerous and independent terminals.

The transportation of any commodity begins at the point of its production and ends only at the place of its consumption. This may involve carriage over a number of roads, crossing over several ferries or bridges, and hauling in a number of wagons. Every instrumentality used in the course of this transportation is a connection, and being connections, they may all be brought under one control. The competition which public policy demands, is competition between the point of production and the place of consumption. A river breaks the continuity of transportation by rail. Freight must be unloaded and ferried across and there may be two or more ferry companies, and if so, they should compete with each other. But this does not prohibit the railroad companies, the continuity of whose lines is broken by the river, from uniting in the construction of a bridge to be used by them in common. And as they may unite to build the bridge, they may unite to acquire ferries.

A great city operates in many cases, and it certainly does in St. Louis, to break the continuity of transportation. No line runs through St. Louis, and yet freight must go through. Here, as in the case of the river, is an obstacle to be overcome. How shall it be done? The answer is the same as in the case of river—in the most economical way possible. Bulk may be broken and freight hauled through the city, but however great the competition between teamsters, this means great delay and great expense. To build a line of railway through the city destroys the competition of the teamsters and yet the law authorizes this to be done, because it is in the interest of economy. And as railway construction through a

great city is enormously expensive, two or more companies combine, as in the case of the bridge, and build one line which they use in common. The competition between the carriers remains as to the transportation from the point of production to the place of consumption. The agreement as to the line through the city is simply an agreement as to a common means for overcoming a common obstacle.

The work done over terminals is practically all of it work done for railroad companies. It is a part of the transportation of commodities from the place of origin to the ultimate destination. Most of it is the haul from one road over which it is brought into the city to another road over which it is to be taken out of the city. A lesser portion of the work, although a very considerable part of it is hauling the commodity from the shippers' place of business to the place of receiving by the railroad company, or from the place of delivery by the railroad company to the place of business of the consignee.

Competition as to service of this kind, concerns directly and primarily the railroad companies, because it is a service which they may themselves perform and which they should perform whenever they can economically do so. The fewer the distinct agents of transportation between the point of production and the place of consumption, the better for the producer and consumer, because there are fewer profits to be paid.

Whatever in the nature of transportation others may do for the railroad company or for the shipper, the railroad company itself may do. When the business justifies it, the company may build a switch to a warehouse, mine, mill or factory, and indeed the statutes of many states requires this to be done. Competition between teamsters is destroyed when the

monopoly of the switch is established, but the switch is an economy to the shipper and the railroad company and to the general public, and this includes everybody interested to preserve competition between the teamsters so long as the work was done by them.

Our contention comes to no more than this, that the terminal service necessary to be done in a great city may, any or all of it, be done by the railroad companies for themselves. A company may build its own line connecting with another road on the other side of the city, and it may use its own wagons to receive and deliver freight at store doors.

This, and no more, the railroad companies of St. Louis have done. They have acquired the terminal facilities of St. Louis for themselves and are operating them as a part of the instrumentalities of their business. That each one might do this if the instrumentalities employed were its own is conceded, but it is denied that they may combine with each other for that purpose.

THE UNITARY SYSTEM IS IN ACCORD WITH PUBLIC POLICY.

The illegality of such a combination, if it is illegal, grows out of its subject-matter and does not depend upon the number of parties to it. Railroad companies have transportation to sell and if there are three railroad companies doing business between Chicago and St. Louis, a combination between any two of them pooling business between St. Louis and Chicago, is just as illegal as a combination of the same kind in which the three engage. These companies are interested in terminal service in the two cities, and if this service stands upon the same footing as transportation between the two cities, then no two

of them may combine as to that service, either directly or through the common use of terminals furnished by a third party, but each must possess its own facilities.

We submit that terminal service is a matter of internal economy which the companies may adjust to mutual advantage and that no arrangement respecting it operates to restrict competition between them as to the transportation service for the public in which they are engaged.

Albeit the companies operating between Chicago and St. Louis, own in common the terminals in both cities, each has still its individual interest to do all the business possible between the two places. They stand in the same relation to the tracks which constitute their terminals that they do to the bridge spanning the Mississippi. They may use one and the same bridge and what difference does it make whether they own the bridge or lease it, or pay for its use on the wheelage basis. There is in any event a common use and a common charge. There is an arrangement between them, or should be, which puts them on an equality as to this bridge, and none the less so that each of them contracts with a bridge company, instead of with the other railroad companies, and so it is with the rest of the terminal facilities. There is a common use and a common charge and a common agreement even though it be made effective through a fourth party.

Whatever facility railroad companies may use in common, they may own in common. Whether the facility is hired or owned is a mere matter of convenience or economy. If the railroad company is poor in purse and credit, it must hire many things which otherwise it would prefer to own. If the terminals are distinctly owned, there must be a distinct

profit for their use. In our large cities it is found that one plant may furnish heat, light and power to two or more buildings. One proprietor puts in a large plant, one with capacity beyond his own needs, and he serves his neighbors, to a better advantage than they can serve themselves, and with a profit to himself. In such a case, the other owners might well conclude that one man should not reap all the profit resulting from this service and so make an arrangement that the plant which rendered this common service should be owned in common. This certainly is not on the same basis as an agreement between them fixing a schedule of rents which they all pledged themselves to maintain. The one is an adjustment of a matter of internal economy in which all participate and benefit who are concerned, while the other is a combination of landlords on the one side against tenants upon the other, in which the tenants do not participate and the benefits of which they do not share. Common arrangements affecting internal economy have never been held to be in violation of public policy and whenever, in the advance of civilization, they have suggested themselves as feasible, they have been recognized by law, and appropriate regulations have been prescribed for them. In the country every man builds independently. The man who has a hundred and sixty acres of land to build upon does not consider the question of party walls. But if in the crowded section of a great city all construction were done independently; if each building had its own distinctive walls; the waste in space and the increase in cost of construction would be very great. We are coming more and more to a common use of things and to a common ownership of the things of common use. The disposition of sewage, the supply of water and light are familiar examples of functions,

which once were performed by private agencies and under conditions of competition, the common interest in which led to the common use and common ownership of the facilities involved. There is a monopoly now of the performance of these functions, but it is not an illegal one, for the people who are to be served own, or if they do not own, through their power to regulate, control the exercise of the monopoly.

Community of use of terminals in a large city is more than a matter of convenience, or economy, it is an absolute public necessity. The bill of complaint recognizes this, and is distinctly at cross purposes with itself. It alleges that the railroad companies which are proprietors of the Terminal Association "compel all other railroad companies which are not owners of stock in said Terminal Association for inter-state commerce between Illinois and Missouri and * * * * jointly and arbitrarily fix unreasonable charges and tolls to be paid for freight and passengers to be hauled and transferred in the interstate business between Illinois and Missouri."

As to the averment respecting tolls and charges, we have to answer: First, that under the Interstate Commerce law and, indeed under the common law of the land, these must be reasonable and the government has the power to make them so if they are not. But the charge of extortion is absolutely without support in the testimony. There was not even an effort to support it, and on the other hand, the evidence is conclusive that the charges are based on cost of operation, proper maintenance and fixed charges. No one of the proprietary companies is interested in the fixed charges except as a guarantor and as helping to pay them through its use of terminal facilities.

The charge of the bill that the proprietary railroad companies compel all other railroad companies

to use the facilities is not true. There is, indeed, a compulsion, but it is inherent in the situation. The other companies use the terminal property because it is not possible to acquire adequate facilities for themselves. The cost to any one company is prohibitive. Beyond this, the city of St. Louis would not and should not permit the laying of tracks and establishment of yards everywhere throughout the city in order that each company might have a terminal system of its own. And even if it were done, if the necessary cost were incurred and the city laid waste to the extent required, these terminals to be effective of their purpose must still be co-ordinated in some way. Some arrangement must be made by the companies if freight is to pass from one road to another. The moment we deal with freight passing through here, or either originating here or destined here, which must make use of more than one line, and this means by far the greater portion of all that is handled here, that moment we find that these so-called terminals are really connections binding the various lines of railroad together so that continuous transportation can be had over them from one part of the city to the other. A common use of all the facilities in the city is thus unavoidable. A company may, indeed, as is the case with most of them, have a station and sidetracks exclusively its own, but so far as these are used exclusively by itself, it is, and can be, only for freight which it takes on at its station for shipment over its line, or which comes in over its own line and is destined for delivery at its own station.

Union stations and union terminals of all kinds are not an invention or discovery. They are a new development. They have grown out of the necessities of municipal conditions. Two railroads in the west projected as independent lines can cross a moun-

tain range only through one pass, and this of a width which permits the construction of but one line. What is to be done in such case? Is the first line to reach the pass to have a monopoly of its use? If so, the second line must be abandoned or resort to tunnels, perhaps, which will overburden it with the expense involved. The common sense solution of the problem is that both may use the pass, and whether the line through this is built on joint account or whether it is built by one of the companies, the result is still the same; there is a common use and this may properly be under a common ownership.

And so it is in a great city. Undoubtedly it would be of great advantage to the first company building in, if it acquired an extensive terminal system enabling it to reach all the different sections of the city. Companies coming in later, in order to compete successfully, must acquire like facilities and at greatly increased cost or they must be admitted to the use of those already existing and owned by the other company. The first course would be an increasingly expensive one and increasingly objectionable from the civic standpoint. The second course would leave the latter companies too much at the mercy of the earlier one. They should all have equal facilities for the proper transaction of their business, and they get this when they are admitted to the use of the existing terminals upon equal terms.

The convenience of transportation also requires the unification of terminal systems. If we have as many systems as we have railroads, it might require a dozen handlings, in some cases, to move freight from one part of the city to another. Each company must handle it over its own road, greatly increasing both the time required and the expense involved. How it would be done is described by the witness,

Perkins. The first company takes a car over its own track and delivers it to the connecting line upon a receiving track appointed for that purpose. Then follows inspection, receipting, billing, etc.; and a new engine and crew to take the car over the second link of the chain with a repetition of the performance had at the first delivery; and so at the end of each link in the chain of connections. Delays would be unavoidable and expense would be enormous. The repetition of the performance at each delivery of the car to a connection is obviously something that should be dispensed with, but can not be except as the various links are brought under one direction and the chain is dealt with as a single line. Another great practical advantage is that at all times the route through the terminals which can be used to the best advantage is employed. If one track is occupied or otherwise obstructed, the train may be sent over another. If something has happened on the Eads Bridge, the Merchants is open for use. Thus as many routes are available as can be made up out of the various tracks and always the best one for the purpose in hand may be used.

Every consideration of a public nature points to a consolidation of the terminals and to a common use of them by all the railroad companies coming into the city. But to avoid the odious phases of a monopoly this use must be open to all upon equal terms. It matters not whether the ownership be a distinct one, or whether it be by the railroad companies, so be it the use is common and upon equal terms. Ownership by all the railroad companies gives the best assurance of the best conditions of use, and that is practically what we have in St. Louis. Fourteen companies own the stocks of the Terminal Association, and while there are some companies outside the proprietorship,

none are excluded. They remain outside of their own accord, probably because proprietorship involves guaranty of the liabilities of the Terminal Association. But they have only to knock at the door and it will be opened. Meanwhile they use the terminal facilities upon the same terms with the proprietary companies. The charge for service in any case can be stated in one word—cost. No money received for the service rendered goes to any other purpose than paying expenses of operation, taxes, fixed charges, and proper maintenance. No dividends are paid upon terminal shares, and no proprietary railroad company is a beneficiary of fixed charges. Any new railroad built into St. Louis now has but to secure a way to a Terminal track and it has at once the advantages of the entire Terminal system.

STATUTES RELATIVE TO TERMINALS.

The public policy of the country as indicated by statutory enactments has been in favor of combination by railroad companies whenever any common matter of internal economy is involved, and also where the combination is in the nature of connecting lines of railroad for the purposes of continuous transportation.

We might cite numberless charters for bridges across the navigable rivers of the country intended to be used in common by two or more railroad companies which may be either common proprietors or may be tenants of a distinctive bridge company. Two bridges across a great river, where one will serve, do not facilitate commerce, but burden it with an unnecessary charge, and one bridge being constructed, the requirement of freedom from restraint of trade is met when all have occasion to use the bridge can do so upon

reasonable and equal terms. And it has never been enacted by any legislature that those who use the bridge might not have a proprietary interest in it and neither has any court decided that such an interest was against public policy.

Common use of the same facilities by different railroad companies has not only been approved, but has been enforced whenever there has been good reason therefor. The Act of Congress of March 3rd, 1875, provides that no company which shall locate its road through any canyon, pass or defile shall prevent any other company from the use of the same canyon, pass or defile for the purpose of its road, in common with the road first located.

The combination of connecting lines of road has, from the beginning, been regulated as in harmony with public policy and is provided for by the laws of perhaps every State in the Union. The combination facilitates commerce but not more so than does the combination of the various connections that make up the terminals of a great city.

The essential quality of terminals in a city, that of connections between the lines of railroad entering the city, may not have been generally perceived in the beginning, but when the railroads of the country had been fairly well developed, it became obvious that each new road, as it was constructed, could not acquire for itself a comprehensive system of terminals, and union stations and terminals were authorized by statute.

Sections 1164 and 1165, Revised Statutes of Missouri, make elaborate provisions for terminal companies to be formed either by individuals or by railroad companies, and this is done "in order to facilitate the public convenience and safety in the transmission of goods and passengers in and in the neigh-

borhood of large cities, from one railroad to another, and to prevent the unnecessary expense, inconvenience and loss attending the accumulation of a number of stations."

The State of Illinois also by an Act approved April 7th, 1875, declared the same public policy and authorized the formation of Union Depot Companies, either by individuals or by railroad companies.

The Act of Alabama, approved February 15th, 1907, respecting the establishment of depots, contains the proviso "that this Act shall not prevent the establishment or maintenance of union depots by two or more such railroad companies or corporations"

Indiana, so early as 1852, provided for "union roads," enacting that, "It shall be lawful for two or more railroad companies running railroads to the same town or city, to locate, construct, keep up, repair and use a common or union railroad of one or more tracks, connecting the railroads of such companies for business purposes." Burns Annotated Statutes, Col. 2, Secs. 5345 to 5374.

Iowa authorizes union terminals and the shareholders in the terminal company may be either individuals or railroad companies, Secs. 2099 to 2102, Annotated Code of 1897.

Maine provides for joint use of passenger stations by section 60, chapter 51, Revised Statutes of 1903.

Massachusetts has at different times passed laws requiring railroad companies to unite in stations.

Michigan has an elaborate code governing union depot companies. Chap. 166, Compiled Laws of 1897, Railroad companies may be shareholders in the union depot companies.

Minnesota, by Act of March 5th, 1879, provided for the St. Paul Union Depot Company and authorized subscription to its stock by any railroad then

or thereafter constructed and running to or into St. Paul.

Nebraska, by Chapter 20, Laws of 1887, makes express provision for union depot companies, and by section 1816, Compiled Statutes of 1901, provides for joint terminals.

North Carolina has a union depot law and under its provisions the Corporation Commissioners may compel the establishment of such depots by the railroad companies.

Ohio expressly authorizes union depot companies to be formed and operated by railroad companies. Chapter 3, Title 2, vol. 2 of Bates' Annotated Statutes.

The South Carolina Code of 1902, vol. 1, page 813, requires the railroads entering or passing through a city to build connecting tracks.

Tennessee authorizes terminal companies with very broad powers, and provides that they may lease their properties to railroad companies having occasion to use them, and it authorizes railroad companies to become shareholders in terminal corporations. Sections 2429 to 2437, Code of 1896.

Texas, by Chapter 16a, of the Civil Statutes of 1897, authorizes corporations for union depot purposes and empowers railway companies to subscribe for their stock.

Virginia, by Section 1294, of the Code of 1904, provides that where two or more railroads terminate in a city or town and they cannot get permission from the city authorities to connect their lines within the corporate limits, they may make the connection outside of those limits.

These various statutes all recognize the essential nature of the terminals in a city as being connec-

tions between the different railroad companies and the function performed by them as being an integral part of the function of transportation undertaken by the companies severally. They recognize also that co-operation as to this terminal function does not affect competition between the companies, and further, that general economy and the comfort and convenience of life in a great city are promoted by a unitary terminal system used in common by all the railroad companies entering the city.

Union depots and union terminals exist in States which have made no provision for them by name, and they were built up not in disregard of law, but in response to the demands of the public interest and general welfare, and under the sanction of the general railroad law which in every State we have been able to examine contains provisions broad enough for the purpose.

Among the general powers conferred upon railroad companies by Section 4096, of the Mississippi Code of 1906, is that, "To cross, intersect, join or unite its railroad with any other railroad heretofore constructed at any points on their routes, and upon the ground of such other railroad company, with the necessary and proper turnouts, sidings, switches and other conveniences and to exercise the right of eminent domain for that purpose."

This may be taken as a fair example of the laws of every State of the Union. It has no reference to the combination of long connecting lines and it gives no sanction to the combination of competing lines. The same laws which contain provisions like that quoted, also contain provisions authorizing the combination of connecting lines and prohibiting the combination of competing lines. The section has in view

of coming together at a city or town of two or more railroads, whether by mere convergence or by crossing, and recognizes that whenever this occurs there is a public need for the common use to some extent of the facilities of all the companies. Two railroad companies coming into a city may be in true sense parallel and competing lines, but unless they are as two tracks of one road each one has a large territory in addition to that which it serves in common with its competitor. The Wabash and the Missouri Pacific are competing lines between Kansas City and St. Louis, but not for any intermediate points. This is generally, if not universally, true of all so-called competing railroads. A shipment from an intermediate point on one of the roads to an intermediate point on the other must pass over both roads, and as to such a shipment the two roads are connecting lines. Beyond this, while at a city or town where the two roads closely converge, or cross each other, one or more factories may be so situated as to have track connections directly with both, this cannot be true generally of the factories and warehouses in the city, and to give a factory or warehouse located on one line the advantage of the use of the other line, there must be established a connection between the two. Ever such connection involves a common use and a common arrangement for that use. And so from the beginning the laws provided for it and even required it, placing the public interest above what the management might conceive to be the interest of the individual company.

The United States has also recognized the propriety of union stations and terminals and to the extent of compelling the railroads entering the city of

Washington to join in the construction and maintenance of the Union Station which has recently been opened to public use.

It would be singular, indeed, if all of the States severally and the United States as well were giving their sanction to arrangements and agreements which are in violation of the Sherman Act, and it is much more probable that a construction of that Act leading to such a result is entirely without warrant.

JUDICIAL DECISIONS RESPECTING TERMINALS.

Union terminals have been frequently before the courts for consideration, and have always been recognized and approved as legitimate agencies in the work of railroad transportation.

The very arrangement we have to deal with in the present case was the subject of direct attack by the Attorney General of Missouri in State vs. Terminal Railroad Asociation, 182 Mo. 284. It was contended that the arrangement was in violation of section 17, Article 12 of the Constitution of Missouri, prohibiting the combination or consolidation of competing lines of railroad. The court said:

> "The purpose of the General Assembly was to allow such combination among the managers of the railroads entering the city as to reduce to the minimum the number of tracks, bring all the trains to one terminus, all freight to a common point for distribution, all cars to a common yard. It expressly authorized two or more railroad companies to do this and put no limit to the number that might so combine.
>
> The railroad companies in this State have for thirty years past been acting on the theory that

they had the right to do that, and so they have, unless we can say that the framers of the Constitution intended to forbid them doing so.

The purpose of the statute is not only not in conflict with the purposes of the Constitution, but is in aid of it. We have between our two great cities, St. Louis and Kansas City, four or five railroads which, in the sense above mentioned, are parallel and competing lines for the traffic between those two cities. Suppose a manufacturing concern in the northern part of the city has a switch track to its establishment connecting it with the Merchants Terminal tracks and desires to make shipments of its products to Kansas City, the business of the concern being of such magnitude as to make its patronage an object of rivalry between all the railroad companies reaching that market. But if the Merchants Terminal Company can deliver the cars which are loaded on the switch at the manufacturer's establishment to one railroad only that railroad has a practical monopoly of the business of that manufacturer. But if the whole terminal system is open to the shipper he may invite bids on his freight and employ the railroad that will take it at the lowest rate. That is the system that this respondent has established, and it is bound to serve all railroad companies approaching St. Louis on the same terms; in the language of the information "the general object and purpose being to provide the most ample and convenient connections, accommodations and terminal facilities in St. Louis for all railroads now entering, or hereafter to enter the same, and all individuals and companies doing business with said railroads." The State has ample power to hold the respondent to a faithful performance of that public duty, to prevent favoritism and to prevent extortion.

We gather from the information that all along the lines of the terminal tracks, intersecting the city from north to south, from east to west, and

belting it on the west, there are manufacuring and other business concerns with switch tracks or spurs into their premises, which enable the shipper to load the cars on the switch tracks on his premises and have them delivered to any railroad that reached the city. **A more effectual means of keeping competition up to the highest point between parallel or competing lines could not be devised.** The destruction of the system would result in compelling the shipper to employ the railroad with which he has switch connection, or else cart his product to a distant part of the city, at a cost possibly as great as the railroad tariff. St. Louis is a city of great magnitude in the extent of its area, its population, and its manufacturing and other business. A very large number of trunk line railroads converge in this city. In the brief of one of the well-informed counsel in this case it is said that St. Louis is one of the largest railroad centers in the world. **Suppose it were required of every railroad company to effect its entrance to the city as best it could and establish its own terminal facilities, we would have a large number of passenger stations, freight depots and switch yards scattered all over the vast area and innumerable vehicles employed in hauling passengers and freight to and from those stations and depots. Or suppose it became necessary in the existence of commerce that all incoming trains should reach a common focus, but every railroad company provide its own tracks; then not only would the expense of obtaining the necessary rights of way be so enormous as to amount to the exclusion of all but a few of the strongest roads, but, if it could be accomplished, the city would be cut to pieces with the many lines of railroad intersecting it in every direction, and thus the greatest agency of commerce would become the greatest burden.**

This is what our General Assembly as early as 1871, to some extent at least, foresaw and attempted to relieve against, and we cannot believe

that the Constitutional Convention of 1875, was less appreciative of the conditions then present or in prospect, and hence **we cannot believe that the Convention, when it said that two lines of railroads that were parallel or competing should not be brought under one ownership or management, meant that two lines, used exclusively for bringing the trains from the several railroad termini in the city or at the city's border to a common terminus, should not be so consolidated; because, as we have seen, the consolidation of the terminal facilities promotes the competition that this clause in the Constitution was designed to preserve.''**

People ex rel. Bernard vs. Cheesman, 7 Colo. 376, was an action of *quo warranto*, and in this a Union Depot Company was sustained as valid and for a lawful purpose under the general incorporation laws of the State.

In Central Railroad Company vs. Perry, 58 Ga., 461, it was held that where one company owned a track and depot and permitted another company to use them jointly with itself, the track and depot might be considered as belonging to each relatively to its own business.

In Birdwell vs. Gate City Terminal Company (Ga.) 10 L. R. A., new series 909, the company was organized under the general railroad law. Its right to exercise the power of eminent domain was contested upon the ground that it was a terminal and not a railroad company. The Court, however, held it to be a railroad company and its use to be a public use, and it saw no objection to the exercise of the power of eminent domain, that it might thereafter "sell, lease, assign, or transfer its stock, property, or franchises to or consolidate with some other

company whose road connects with or forms a continuous line with it."

In Indianapolis Union Railway Company vs. Cooper, 6 Indiana Appeals, 202, it was held that a Terminal Company assumes to carry out a portion of the obligations which the railroad company owes to the public.

In Reisner vs. Strong, 24 Kan. 410, the Atchison Union Depot and Railroad Company was sustained as a corporation *de facto* and held to have the right of eminent domain.

State ex rel. vs. Martin, 51 Kan. 462, is very like the case at bar. The Union Terminal Company of Kansas City, Kansas, was organized under the general railroad law of the State, and was purely a terminal company intended to build terminals in Kansas City, Kansas, and designed to be united with similar companies in Kansas City, Missouri, its facilities to form a part of the Missouri system for switching and terminals. The suit was *quo warranto* by the Attorney General of Kansas. The Court said:

> "Even the averments of the plaintiff do not show that the proposed use of the road is not a public one. Besides switching cars from one part of the city to another, it is alleged that the road is to be leased to other railroad companies for terminal facilities. Nothing is stated which shows that the companies to which the road is intended to be leased will not afford transportation to all who may apply or to all who under ordinary circumstances would be entitled to such service. The convenience and necessity of belt and terminal roads in crowded and populous cities is well understood and has been frequently demonstrated. **A single road which reaches a union and other depots, as well as warehouses,**

> **elevators and other places in the city, is made to serve all the railway companies operating to and from the city, when it would be impracticable and perhaps impossible, for each of the companies to secure an entrance and build its own line to the depots, stations and storehouses in all parts of the city where the railroad service is required.** By this means unnecessary roads and expenses are avoided, and the facilities and convenience of the public are greatly enlarged. Every unnecessary mile of railroad track adds to the cost of transportation; and as the public which uses these roads is required to bear the burden of this extra cost, it is clearly in the interest of the public that a terminal road, which affords transportation to all companies and people, should be constructed and maintained."

Here without express statutory sanction and simply as inherent in the situation, a single terminal system is recognized to be a public convenience and necessity, and as not restricting, but as greatly enlarging the facilities for public use.

In Mayor vs. Norwich, etc., R. R. Co., 109 Mass. 103, the Legislature had passed an act requiring certain railroad companies to unite in a passenger station in the city of Worcester and the validity of this act was drawn in question in the case, but the contention against it was overruled. The Court said:

> "The Boston & Albany Railroad Company must of necessity have a passenger station in Worcester, and it is obviously important to the public that all the other railroads named shall be connected with it."

The same legislation was sustained in Mayor vs. Railroad Commissioners, 113 Mass. 161.

In Union Depot Company vs. Morton, 83 Mich. 265, the Union Depot Company sought to condemn

land and its right to do this was contested upon the ground that the use to which the land was to be devoted was not a public one. The Depot Company, it was contended, was not a railroad company, and the use of its property under the law chartering it was not open to the general public, but only to the railroad companies. The Court said:

> "The main argument against the constitutionality of the act conferring the power of eminent domain upon these companies (see laws of 1881, page 320, How. Stat., p. 888), is based upon the proposition that they must acquire such power entirely from the act itself; that the Union Depot Company is not a railroad company; it is not a common carrier, it is a new artificial person deriving all its rights and powers and finding absolutely all its obligations in this, its organic act. Therefore, it is argued it is clearly independent of and not affected by the body of the railroad laws and amendments embraced in Chapters 91 and 92, How. Stat., which confer rights and privileges upon railroad companies and also provide certain and clearly-defined reciprocal duties to the people, the imposition of which duties by law is the criterion which makes the use for railroad purposes a public one. It may be admitted for the purposes of this case, that so far the contention of counsel is correct, and that we must look to the act itself to support the claim of the company to the right to acquire land by condemnation for public use.
>
> But going further, the counsel also claim that in this act nothing can be found conferring upon the public at large any rights in the contemplated passenger depots and freight houses; that the people at large—the common public—are given by this statute no fixed and definite rights in these depots; and that there is nothing to prevent the companies organized under it from charging what they please for depot services to the public at large.

It is said that the provisions of the statute apply only to dealings between the depot companies and the railroad companies who may use the property of the former companies; that this company, for instance, 'may shut its doors against the approaching passenger unless he pays its price to go in, and that there is nothing in the act to compel it to open its passenger depot or its freight house at all to the community in which it is proposed to erect this structure.' That the act only provides for those entering the same by the railroads that terminate or connect with it.

The argument is, if we understand it, that the public at large have no rights specified by the act, unless they act and use the same under the privileges granted to the railroads. It appears from the record that the Fourth Street Union Depot Company was organized for the purpose of furnishing depot and terminal facilities for four different railroad corporations and for all other railroads that may hereafter desire admission thereto. The four companies now interested are the Flint & Pere Marquette Railroad Company, the Wabash Western Railroad Company, the Detroit, Lansing & Northern Railroad Company, and the Canadian Pacific Railroad Company. It would seem that a depot built to accommodate all the railroads coming into Detroit, or, any considerable number of them, and to be used by them for the same purposes that any one railroad company would use its own single depot, would be, when so used, without question, put to a public use, as it has long been settled that a railroad company may acquire, by the right of eminent domain, grounds for its depots and station houses; and this right is not questioned by the counsel for respondents.

The Act (Section 6) confers in express terms, this right upon companies organized under it, and provides that such right shall be exercised, and title to be acquired to the lands sought, in

the manner and by the special proceedings prescribed in the Act. How. Stat., Sec. 3463. Section 28 of the Act provides that all companies formed under this Act shall, for a reasonable compensation, provide suitable depot accommodations for the passengers and freight of the railroads terminating or connecting with it or desiring access thereto; and shall provide suitable tracks therefor without discrimination in favor of or against any of such roads. If the corporations cannot agree upon the terms and conditions upon which such accommodations shall be furnished, and the business transacted, the Commissioner of Railroads shall determine the rate of compensation to be paid for the accommodations required, which shall be uniform to all such railroad companies, but no such rate shall be fixed as will reduce the net annual income of the business of said company to less than seven per cent. of the cost of the property used. Section 29. Companies formed under this Act shall not at any time charge or receive for warehouse or elevator service or use more than the average rates then prevailing at the cities of Toledo, in Ohio, and Port Huron, in Michigan, for like service or use. Section 30. Any Union Railroad station and depot company may, and whenever it is expedient, and such trains will pay the expenses thereof, shall put on local passenger trains to do a local and suburban passenger business, and for such local business upon or to the end of its tracks shall be entitled to charge for each passenger not exceeding four cents per mile; and upon the application of any ten suburban citizens for the establishment of such trains, unless the company comply with the request, it shall be, upon the same request to the Commissioner of Railroads, competent for him to investigate and determine whether such trains shall be established and, if in favor thereof, it shall be the duty of such company to establish and maintain them so long as he shall re-

quire it to be done. How. Stat., Secs. 3485-3487.

It seems to me that the rights of the public to use the depots of these companies, their freight houses and elevators and, in certain cases, their trains, which under certain conditions they must operate, is fixed, definite and certain.

The public at large have the same right in them as they have in the depots and freight house and cars of railroad companies in this State; and the representative of the public, the Commissioner of Railroads in this State, is given powers of control and regulation over them. Their charges must be reasonable, and the maximum is under State control, as in the case of railroads.

No additional charge can be imposed upon the public by any railroad contracting with the Union Depot Company, by reason of its agreement with such depot company, while the public is benefited as well as the railroad companies by increased facilities of travel and transportation. **That a union depot like the one sought to be established by the petitioner in the City of Detroit, would be of great and incalculable public benefit, no one who reads this record can doubt.** The act stamps the property to be taken with a public character and imposes upon it a trust for the public use, which cannot be divested by any act of the corporators of the company. The law of its existence plainly prevents it from becoming a mere private corporation, or from disregarding its public use."

In Detroit Station Company vs. Detroit, 88 Mich. 347, it was held that a union station company might, as a part of its facilities, maintain an elevator, this being "as essential and necessary to the complainant in the handling of its grain as is its depot for the use of passengers, or its freight depot for the handling of the general merchandise it carries."

The General Statutes of Minnesota, Title 1, Chapter 34, authorized a union depot company whose business was "to build, purchase or lease and operate transfer tracks or railways in the city of St. Paul, open alike to the use of all railroads now constructed or which may hereafter be constructed to or into St. Paul. Any railroad might become a stockholder in said union depot company.

In State vs. St. Paul Union Depot Company, 42 Minn. 142, the Court speaking of the depot company said:

> "It is evident that this act contemplated that the entire stock of defendant should be owned by and equitably apportioned among the various roads desiring to use its terminal facilities * * * It is also apparent that it was never intended nor contemplated that the defendant should do what may be termed a 'separate and independent railroad business of its own,' but that it was merely designed as an agency through which there might be furnished, for the common benefit and use of all railroads coming into the city, a union depot and terminal facilities, to better enable them to perform their duties as common carriers in receiving, delivering and transferring passengers and freight in the city."

The matter was further considered in St. Paul Union Depot Company, vs. M. & N. R. Company, 47 Minn. 154, wherein the Court said:

> "It seems apparent that the object sought to be accomplished was to bring all the railroads whose lines of road should enter the city into a legal, acting efficient combination, as a convenient and advantageous means of providing and maintaining suitable depot and terminal facilities for the common use of all the roads, facilitating transfers from one line of road to another,

and contributing to the convenience and advantage both of the railroad companies and of the public."

In Chicago, St. Paul and Kansas City Railway Company vs. Union Depot Railway Company, 54 Minn. 411, the terms and conditions upon which a new railroad company might enjoy the facilities of the depot company was determined.

In Dewey vs. Railroad, 142 N. C. 392, the Court sustained the act of the Legislature empowering the Corporation Commissioners where practicable, to require railroads to construct and maintain a union depot in cities and towns.

In Riley vs. Union Station Company, 71 S. C. 457, the defendant was a union station company chartered under a special act of the Legislature. Its stock was owned by the Southern Railway Company, and the Atlantic Coast Line Railroad Company, the only two railroad systems entering the city of Charleston and having termini in the city. The right of defendant to exercise the power of eminent domain was challenged because among other reasons, its organization was in violation of the Sherman Act. The Court said:

"We do not find in this case anything to warrant a conclusion that the organization of the defendant company is a scheme by the Southern Railway Company and the Atlantic Coast Line Railroad to do something which they could not lawfully do under their own chartered powers. They have become stockholders in defendant company by authority of a valid act of the Legislature, and the plan of organizing the defendant company for the purpose of securing an important public utility in the line of their own chartered purpose has legislative sanction. **The case**

presented has no similarity to the Northern Securities case, 193 U. S. 358, and other cases on that line, relied on by appellants relating to combination in restraint of trade, in violation of anti-trust legislation."

In Ryan vs. Terminal Company, 102 Tenn. 124, sanction was given to the Terminal Company as promoting a legitimate public use. The Court said:

"If it is true, then, that a depot erected by the Louisville and Chattanooga Road was a public use, why should a union depot, laid out and constructed for the accommodation of all roads now concentrated at Nashville, where for greater convenience, all travel and freight will be gathered, and to be used by these roads for no other purpose than this railroad would use its own depot, be any the less a public use? **The rapid growth of population, the yearly increase in volume and value of commercial interests, the pressing necessity for the speedy handling, delivery and transmission of freight to prevent accumulations and often ruinous delays, the vast economy in the matter of transfers, are among the considerations which have multiplied these depots in cities where railroads centralize, and we are satisfied no improvement in railway intercommunication more nearly touches the public than this.** * * * But it is said this is a private enterprise because the Act on which the charter rests fixes no rates to be charged by the corporation for the use of its tracks, etc. This is immaterial. The corporation and its property being affected by a public use will be under governmental control and the Legislature may at any time fix rates and make more specific the duties clearly implied from the act of incorporation. Minn. vs. Illinois, 94 U. S. 113. Budd vs. New York, 143 U. S. 517. Brass vs. North Dakota, 153 U. S. 391."

In Collier vs. Union Railway Company, 113 Tenn. 96, a belt line railroad was under consideration and the Court approved its purpose as a valid public use, saying:

> "In the present case it is shown by the principal officers of the road that it is the purpose of the company to switch cars from one road to another, to receive freight on the line of its road and give bills lading over its own and other roads to any part of the world, in other words, to perform all the functions of any ordinary railroad.
>
> We think, therefore, that it is clearly established, both by the charter and parol evidence, that the road is intended to subserve a public use, to conserve a public necessity; in short, to do any and everything that is required of an ordinary public commercial railroad."

The propriety of combinations among railroad companies with respect to their tracks and other facilities in large cities has been fully recognized by the Federal Tribunals.

In Joy vs. St. Louis, 138 U. S. 1, there was under consideration a contract between the Park Commissioners of Forest Park and two railroad companies under which the Colorado Company asserted the right to use the tracks of the Wabash Company through Forest Park and to the Union Station. The Wabash Company resisted this contention upon various grounds. The Court laid great stress upon the civic interest involved, and among other things, said:

> "Railroads are common carriers and owe duties to the public. The rights of the public in respect to these great highways of communication should be fostered by the courts; and it is one of the most useful functions of a court of equity that its methods of procedure are capable

of being made such as to accommodate themselves to the development of the interests of the public, in the progress of trade and traffic, by new methods of intercourse and transportation. The present case is a striking illustration. Here is a great public park, one of the lungs of an important city, which, in order to maintain its usefulness as a park, must be as free as possible from being serrated by railroads; and yet the interests of the public demand that it shall be crossed by a railroad. But the evil consequences of such crossing are to be reduced to a minimum by having a single right of way, and a single set of tracks, to be used by all the railroads which desire to cross the park. These two antagonisms must be reconciled, and that can be done only by the interposition of a court of equity, which thus will be exercising one of its most beneficient functions."

In C., R. I. & P. Ry. Co. vs. U. P. Ry. Co., 47 F. R. 15, was involved a contract for the joint use of the railway tracks and facilities which were located in part in the cities of Council Bluffs and Omaha. It was objected that the contract was **ultra vires**. The case came originally before Justice Brewer. Considering the phase of it relevant to the present inquiry, he said:

> "It (the contract) is for the interest of the public in preventing the destruction of valuable property, and the cutting up of a large city by new tracks and right of way, and in avoiding an unnecessary investment of large sums of money in railroad building, and thus increasing the railroad burden."

The case came then before the Circuit Court of Appeals for this Circuit, 51 F. R. 309. Sanborn, J., delivering the opinion of the Court affirming the decree of the Circuit Court, said:

"These tracks are at one of its (U. P.) terminals, at the junction of three great systems of railroad, aggregating more than 14,000 miles in extent, at the crossing of the Missouri river where three large cities stand. **Courts cannot be blind to the fact that railroad companies do, and every public interest requires that they should, make proper contracts for terminal facilities over the roads of each other.**"

On appeal to the Supreme Court, 163 U. S. 564, the case was again affirmed, and in its opinion the Supreme Court quoted with approval what we have quoted from Judge Sanborn.

THE SHERMAN ACT.

This suit is based upon the Sherman Act and we must therefore consider whether the arrangement in question is in restraint of trade or commerce among the several States or whether it is a monopoly of any part of the trade or commerce among the several States.

To determine this, we should disregard all matters of form and look at the substance of things. The arrangement involves actually nearly all of the railroads entering the St. Louis community from whatever direction, and potentially all of them.

The fourteen proprietary companies named as defendants own directly seventeen of the roads into St. Louis and indirectly three more. Four companies only are not represented in the Terminal proprietorship, and these are the owners of two short coal roads and of the Bluff Line and the Cotton Belt, but these four companies participate in all the benefits of the terminal arrangement upon equal terms

with the proprietors, except that they have not incurred the contingent liability assumed by the proprietors for the financial obligations of the Terminal Companies.

The arrangement then is one, practically speaking, by all the railroad companies for a common control or ownership and a common use upon equal terms of the terminal facilities at St. Louis. It does not prohibit any company from acquiring such facilities as it may need or desire for its own individual purposes. It deals only with facilities which all of them have occasion to use. It comprehends the gap which exists between the terminus of one road and the termini of all the other roads, and the industries located upon other tracks than its own. It provides for continuous transportation from those industries and termini to and over the one road. This is its dominant, characteristic, and almost exclusive function. Everything else is petty and incidental. It is in recognition of the policy declared by section 7 of the Interstate Commerce Act, which makes unlawful "any combination, contract or agreement, expressed or implied to prevent, by change of time, schedule, carriage in different cars, or by other means or devices, the carriage of freight from being continuous from the place of shipment to the place of destination." The Terminal Association has no facilities for doing anything else than help to such continuous carriage, for it has no cars of its own, and can simply transfer cars from one railroad to another or from or to a railroad or from a warehouse or factory. What is thus approved and required by the Interstate Commerce Act cannot be in violation of the Sherman Act.

Aside from the requirements of the Interstate

Commerce Act, how can this common control and use of terminals, essential to the efficiency of each and all of the railroads, restrain trade, which, as applied to this case, means to suppress competition among the railroads themselves. They have each and all of them the right to provide the best means of receiving and delivering freight and the best means of crossing a river. A union of effort to solve a common problem in the mere operation of their roads can of itself have no effect upon their competitive relations.

The common interest of the companies as to which they may agree extends to many things; indeed, to everything which relates to the construction, maintenance and operation of their properties. They may impart to each other their experiences and they may share the cost of experimentation as to these things. We have now everywhere, the same gauge of tracks, standard types of cars, uniform coupling devices and air brakes, and as a consequence a car, freight or passenger, can move east or west, north or south, from one end of the country to the other, from Tampa in Florida, to Los Angeles in California. This has not been accomplished without concert and agreement between all of the railroad companies, as well those in competition as those not in competition with each other. And we are dealing here with something of the same general nature, a subordinate agency or instrumentality on the practical, operative side of travel and transportation. The advantages from the standpoint of the business are obvious and so are those of public comfort, public safety and public economy.

The only suggestion in the record as to the manner in which competition between railroad companies is

affected by their common use and control of the terminals is to be found in the cross-examination of the defendant's witness Perkins, vol. 4, pp. 2843 to 2846. Counsel for the Government indicated his view in the question:

> "If from East St. Louis to St. Louis the Illinois Central and the Chicago and Alton Railroad Company had equal access to the terminal facilities of the Terminal Railroad Association and paid the same price for the service rendered by the Terminal Association, and if that service price, whatever it was, was added into the rate from Chicago to St. Louis by both roads, then there would be no competition on that rate for that service from East St. Louis to St. Louis in the Chicago rate, would there?"

And this view of the matter is repeated, varied in form of expression, in question after question.

By the same token we may say that if the Alton and the Central companies pay the same price for coal, there is no competition between them as to that part of their charge for transportation which covers the cost of coal.

In each case we deal with a part of the work which must be done in conducting transportation between St. Louis and Chicago, and as to that, the companies may join their efforts whenever it is to their mutual advantage to do so. In the case of the C., R. I. & P. Ry. Co. vs. U. P. Ry. Co., 47 F. R. 15, the companies united with respect to a bridge across the Missouri, tracks in Council Bluffs and Omaha, and a railroad between Lincoln and Beatrice in Nebraska, and yet the arrangement was approved in turn by the three courts before which it came and it never occurred to any of them to condemn it as in restraint of trade. And so it was in the case of Joy vs. St. Louis. The

companies involved, the Colorado, now the Rock Island, and the Wabash come into St. Louis on the same tracks from the western limits of Forest Park and at the same cost for the use of the tracks, and so in view of counsel there is a combination between them on their Kansas City and St. Louis business as to that part of the haul of such business which lies between their point of junction on the west line of Forest Park and the Union Station. The Circuit Court and the Supreme Court none the less enforced the joint use of the tracks through the park by the two companies, being evidently of opinion that if competition was not restricted as to the rest of the haul between the two cities, it was left free as to the business in its entirety.

The journey of a passenger between Chicago and St. Louis is an entirety and so is the shipment of freight from one of the cities to the other. The Alton and Central companies might combine as to this business and divide either the traffic or the earnings. But the combination to be effective must deal with the journey or the shipment in its entirety. Such a thing as a combination as to the initial or terminal three miles of the route and competition as to the rest of it is inconceivable.

Traffic for the purposes of combination or competition cannot be split in the manner suggested but must be dealt with in its entirety. The rate for passengers or for freight between the two cities is single and indivisible. Different elements may enter into the determination of what that rate shall be, but however much may be taken into account for one thing or another, the resulting rate is unit and is fixed for the entire service. Arrangements as to joint use of bridges, terminals and tracks have no-

thing to do with the rate, save as elements of cost and expense. If the arangements lessen cost, they tend to lessen charges, precisely as do cheap fuel, more powerful engines, and more capacious rolling stock. Two carriers might use the same road throughout from St. Louis to Chicago and pay at the same rate for wheelage over it and still be competitors. When railroad construction began it was supposed that each road would be a common highway for many carriers. This is true of water transportation today. There are many carriers over the same canal, paying the same tolls for its use, and still competing with each other. So it is with traffic on the rivers, lakes and oceans; the waterway is there, open to the use of whomsoever may launch his vessel upon it.

Two manufacturers may not combine to limit the amount of their output or to fix the price at which their products are to be sold. They may, however, derive their raw material from the same source and pay the same price for it. The same railroad may bring it to their doors and collect the same rate of freight. Water may be furnished by the city and light and power by companies chartered for the purpose, and upon a uniform schedule. But none nor all of these things constitute a combination, agreement or arrangement in restraint of trade. They each and all relate to cost of production and not to the price at which the products are to be sold.

Counsel for the government confuse the operation of the railroad and the cost of it, with the service rendered to the public and the charge for it. The Sherman Act has nothing to do with the former; its restrictions fall altogether upon the latter. No matter how many subordinate agencies of transpor-

tation different railroad companies employ in common, no matter how many combinations they may make to secure economy in operation, so long as they do not pool their business or their earnings, so long as they are left free in their relations to the shipping and the traveling public, every motive of self-interest remains to incite to competition. And when economy of operation, however accomplished, reduces costs, the end hoped for through competition, is aided, and charges are reduced to a still lower level.

These economic arrangements have received the sanction of State and National legislation and of judicial decision alike in State and Federal Courts and in the case of terminals they are supported by considerations of a higher nature. Unsightly, disturbing and dangerous railway tracks must be confined closely as may be to the mills, the factories and the warehouses, whose servitors they are, and limited in extent to the necessities of their use, if our cities are to be more than workshops and car yards, if they are to attain to something of beauty in landscape and architecture, if any evenfall there may be escape from the dust and din of the day, if pleasant homes may be reached in safety, and quiet and repose enjoyed at the winter fireside and in the summer shade.

Respectfully Submitted,

H. S. PRIEST,
T. M. PIERCE,
Solicitors for Appellees.

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1911.

THE UNITED STATES OF AMERICA,
Appellant,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS, et al.,
Appellees.
No. 386.

Appellees' Statement and Abstract.

STATEMENT.

Parties. A brief reference to and classification of the parties defendant may assist the court in more readily comprehending the issue involved.

Some thirty-eight companies and individuals were made parties defendant. They may be classified as follows:

First: Defendant corporations operating three terminal systems, namely: Terminal Railroad Association of St. Louis (hereinafter designated Terminal Association), lessee of the property of the St. Louis Bridge Company (hereinafter designated Eads Bridge), also lessee of the property of the Tun-

nel Railroad of St. Louis, and owning the stock of a number of subsidiary companies, comprising one system; St. Louis Merchants Bridge Terminal Railway Company (hereinafter designated Merchants Company), owning the stock of the Madison, Illinois & St. Louis Railroad Company, which is lessee of the property of the St. Louis Merchants Bridge Company (hereinafter designated Merchants Bridge), comprising another system; and Wiggins Ferry Company, controlling the stock of the St. Louis Transfer Railroad Company and the East St. Louis Connecting Railway Company, comprising a third system.

Second: Fourteen railway companies, in the pleadings and evidence and herein designated Proprietary Companies, each owning one-fourteenth of the issued stock of the Terminal Association; and,

Third: Thirteen individuals, each owning two shares of stock of the Terminal Association, as representative of a proprietary company, or to qualify the holder as a director or an inspector of elections.

The cause was dismissed as to the Central Trust Company of New York and five of the original individual defendants.

The answer disclosed and the evidence showed that prior to the filing of the complaint three individuals named had become directors of the Terminal Association and had each acquired two qualifying shares of stock. These individuals were not made parties defendant.

The answer disclosed and the evidence showed that prior to the filing of the complaint a number of mortgages, issued by the Terminal Association, the Merchants Company and the Merchants Bridge Company and subsidiary companies, were outstanding;

none of the holders of bonds issued under these mortgages and none of the trustees of these mortgages were made parties defendant.

Pleadings. The complaint is founded upon alleged violations of the Act of Congress of July 2, 1890, commonly known as the Sherman Anti-Trust Act. The gist of the complaint is that the fourteen Proprietary Companies, having acquired the stock of the Terminal Association, which is the owner of the majority of the stock of the Merchants Company and the Wiggins Ferry Company, through this ownership and the various agreements entered into between them and the Terminal Companies, practically controlled the operation of terminal facilities of St. Louis and East St. Louis, and immediate vicinity, employed in the handling of interstate traffic across the Mississippi River at St. Louis.

The complaint alleges that unreasonable charges have been imposed upon this traffic, and finally that Congress enacted certain legislation in furtherance of some of the alleged illegal acts complained of. It may not be improper to suggest in passing that no proof was offered as to unreasonable charges or as to the charge that Congress was **particeps criminis.** There may be some question as to the pertinency (none as to the impertinency) of these averments in the complaint, especially in view of the fact that Congress was not made a party defendant.

The answer not only admits, but expressly avers, the ownership by the Proprietary Companies, each in equal proportion, of all of the issued stock of the Terminal Association and of the Wiggins Ferry Company, the control of the Terminal Association of the majority of the stock of the Merchants Company, recites the corporate history of each of these

companies, the consolidations and acquisitions of the stock ownership and control, as well as the purpose and effect thereof.

Evidence. The printed record comprises some nine volumes, four of which are entitled "Record," four "Exhibits," while one contains a copy of the mortgage of the Terminal Association, reports of the St. Louis Municipal Bridge and Terminal Commission and classification of the Illinois Railroad and Warehouse Commission. The four volumes entitled "Record" contain 2,953 pages; the four volumes entitled "Exhibits" 3,348 pages, and the ninth volume 250 pages, making in all 6,557 pages.

The complainant produced some one hundred and twenty-one witnesses and the defendants produced one. The testimony of the witnesses covers about 1,000 pages of the Record, of which something over 500 are found in Volume I of the Record, something over 300 in Volume IV and about 200 pages in Volume III; the remainder of the Record, comprising all of Volume II and a greater part of Volume III, is devoted to the Alton Bridge, Central Car Service Association, Belleville & St. Louis Traffic Bureau, Central Freight Association, Chicago & Ohio River Committee, Coal Traffic Bureau, St. Louis, Cincinnati & Louisville Freight Committee, St. Louis Coal Traffic Association, St. Louis Eastbound Freight Company and Southern Freight Association.

Of the four volumes entiled "Exhibits" the first 1,488 pages contain exhibits relating solely to the various freight bureaus, associations and committees; pages 1,598 to 1,738 contain exhibits as to tariffs; pages 1,739 to 1,809 contain returns for taxation and resolution of the State Board of Equalization. Pages 1,954 to 2,530 contain also freight tar-

iffs, as do also pages 2,689 to 3,124. The remainder of the pages of "Exhibits" contain the articles of incorporation, mortgages, contracts of various companies referred to in the pleadings and municipal ordinances.

Aside from the articles of association, mortgages and contracts of the various companies, 200 pages, or less, will contain all the testimony which we deem relevant, pertinent or germane to the issues involved. By far the greater part of the documentary evidence consists wholly of the proceedings of various freight and traffic bureaus, associations and committees, correspondence between officials of these associations and tariffs of various railway companies, none of which, it seems to us, can have any possible bearing upon any issue in this case.

If we are right in our conception of the complaint, the sole question is whether or not the unification of the several terminal properties in St. Louis and East St. Louis in the manner set forth in the answer, for the sole purpose of creating a single system, serving alike and without discrimination or profit to any one, all railway lines entering St. Louis and East St. Louis, is in restraint of trade and hence in violation of the Sherman Anti-Trust Act.

The testimony relating to the character of the service rendered, delays in the handling of freight and the action of the various freight bureaus with reference to classification of freight and maintenance of rates between all points in the United States, can, in our opinion, have no possible bearing upon any feature of the case.

In their answer the defendants admitted every averment of the bill of complaint which they conceived to be in any manner pertinent, relevant or material; these admissions were followed by full and

explicit averments setting forth the corporate history and acts of each defendant company, the various contracts between them, and an attempt to state precisely, yet fully and clearly, every act and fact relating to the origin, history, control, operation and unification of the terminal systems of St. Louis and East St. Louis. These facts, as stated in the answer and as shown by the evidence, are, in substance, as follows:

The first step in the creation of distinct railway terminals for the use of all railway lines was taken early in 1864 when the Legislature of the State of Missouri, by special act, incorporated the St. Louis & Illinois Bridge Company for the purpose of constructing a bridge over the Mississippi River betwen St. Louis and East St. Louis. In 1865 the State of Illinois gave to this Company the right to construct its bridge over that portion of the river within the jurisdiction of the State of Illinois; and in 1866 Congress granted the right to erect the bridge. In 1867 Illinois incorporated the Illinois & St. Louis Bridge Company, and its consolidation with the St. Louis & Illinois Bridge Company was effected in 1868, the State of Missouri and Congress consenting thereto, under the name of Illinois and St. Louis Bridge Company.

The Illinois and St. Louis Bridge Company completed the construction of the bridge, referred to in the pleadings as the Eads Bridge, July 1, 1874. The western terminus of this bridge is near the intersection of Washington Avenue and Third Street in the City of St. Louis. In order that the bridge might be available for railway traffic it was necessary to connect the western terminus of the bridge with the railways then operating in St. Louis in the Mill Creek Valley about a mile southwest of the western

terminus of the bridge. This connection was made by means of a tunnel, and for this purpose the St. Louis Tunnel Railroad Company was incorporated under the laws of the State of Missouri, with power to construct the tunnel and make suitable connections with the tracks of the Missouri Pacific Company and any other railway, and provide necessary sidetracks. While the Eads Bridge was being constructed this Tunnel Company undertook also the construction of the tunnel which was completed practically concurrent with the completion of the bridge.

It is manifest from the articles of association of the two Bridge Companies and the articles of association of the St. Louis Tunnel Railroad Company that it was the intention that the properties of these two companies should be operated, as the physical necessities of the situation required, jointly, for the use of all railroad companies desiring to cross the bridge and enter the City of St. Louis; and that the railway companies themselves would provide their own facilities for the handling of freight and passenger traffic. The idea of the builders of the Eads Bridge seems to have been that this bridge would simply be a toll bridge, charging so much per car for the privilege of moving the car over the bridge; hence no rolling stock was acquired by either the Bridge or Tunnel Company for the purpose of handling, as a common carrier, either freight or passenger traffic. Shortly before the completion of the bridge and tunnel, however, it was discovered that to make these properties available for the purposes for which they were intended, connections must be made with the various railway companies, and for this purpose land must be acquired and tracks laid; and furthermore

that the Bridge and Tunnel Companies must make provision themselves for moving trains through the tunnel and over the bridge. Accordingly in 1874, a few months before the completion of the bridge and tunnel, there was incorporated under the laws of Missouri the Union Railway and Transit Company of St. Louis, and under the laws of Illinois the Union Railway and Transit Company of Illinois. It appears from the articles of association of the Missouri company that the purpose of its incorporation was to construct tracks from the western end of the tunnel connecting it with the railway companies then entering, and thereafter to enter, the City of St. Louis, to provide sidetracks for the proper handling of trains and to operate trains through the tunnel and over the bridge. The Illinois company was organized for the purpose of performing similar functions in the City of East St. Louis, Illinois. In futherance of these objects, the Missouri company acquired land near the western end of the tunnel upon which tracks were laid connecting the tunnel with the railway companies, and the Illinois company also acquired land in East St. Louis connecting the eastern approach of the bridge, upon which it laid tracks for connection with the railroads in East St. Louis. Neither the Missouri nor the Illinois company became common carriers of passengers or freight in the ordinary acceptation of the term: upon the completion of the bridge and tunnel they confined their operations simply to furnishing motive power for the movement of cars and trains through the tunnel and over the bridge and receiving from and delivering to the different railway lines.

As the bridge and tunnel neared completion it was found necessary to make some provision for the passenger traffic, as had been made for freight traffic

through the formation of the two Union Railway and Transit Companies, by the construction of a passenger station in St. Louis connecting the same with the tracks of the two Union Railway and Transit Companies and various railway companies. Accordingly an agreement was entered into between the Atlantic and Pacific Railway Company, on the west side of the river, the Terre Haute & Indianapolis Railroad Company, the Indianapolis & St. Louis Railroad Company, St. Louis and Southeastern Railway Company, the Ohio & Mississippi Railway Company, on the east side of the river, and certain individuals, providing for the incorporation of a Union Depot Company for the use of the railroad companies. This corporation was organized in pursuance of an Act of the Legislature of the State of Missouri providing for union terminals and passed "to facilitate public convenience and safety for the transportation of goods and pasengers in large cities from one railroad to another and to prevent unnecessary expense, inconvenience and loss attending the accumulation of a number of stations." This Act of the Missouri Legislature, passed in 1871, has from time to time been amended, giving enlarged and additional powers to corporations formed in pursuance thereof, thus encouraging and fostering the construction and development of union terminals. These acts of the Missouri Legislature expressly provide that corporations organized thereunder may be formed by any number of railroad companies.

Shortly after the completion of the Eads Bridge the Union Railway and Transit Company of St. Louis provided itself with locomotives for handling, and did handle, freight and passenger trains over the Eads Bridge and through the tunnel, receiving such trains from and delivering the same to the various rail-

way lines in St. Louis and East St. Louis, and upon completion of the Union Station brought passenger trains into and out of this station. This method of operating the bridge and tunnel and the terminal facilities afforded by the two Union Railway and Transit Companies continued for about four years, when, in 1879, the Bridge and Tunnel Companies became the joint lessees of the properties of the two Union railway lines in St. Louis and East St. Louis, and upon a time the service performed by them.

The operations, however, of the Illinois & St. Louis Bridge Company and the St. Louis Tunnel Railroad Company resulted in great financial loss; suits were brought for the foreclosure of the various mortgages of these companies, receivers were appointed and in 1878 foreclosure was had and the property of the Illinois & St. Louis Bridge Company was purchased by the St. Louis Bridge Company (the present owning company), incorporated under the laws of the State of Missouri in 1878; and the property of the St. Louis Tunnel Railroad Company was purchased by the Tunnel Railroad of St. Louis (the present owning company), also incorporated under the laws of the State of Missouri. This Bridge Company is one of the defendants in this cause. The Tunnel Railroad of St. Louis is not made defendant.

The combined properties, however, of the two Union Railway and Transit and the Bridge and Tunnel Companies proved inadequate for the demands of traffic and in 1880 there was incorporated the Terminal Railroad of St. Louis for the purpose of constructing, maintaining and operating a railroad in St. Louis between the tracks of the Union Railway and Transit Company of St. Louis, the Union Depot Company of St. Louis, the Tunnel Railroad of St. Louis, and a number of railway lines entering the city as well

as other railway lines that might hereafter enter, connections with railroads constructed or to be constructed, as might be found necessary and convenient; the general object and purpose being "to provide the most ample and convenient connections and accomodations and terminal facilities in St. Louis for all railroads now entering or hereafter to enter the same and all individuals and companies doing business with said railroads." This company acquired land between 12th and 18th streets in St. Louis and subsequently made the connections as provided in its articles of association. Concurrent with the organization of the Terminal Railroad of St. Louis there was formed the Terminal Railroad of East St. Louis for the purpose of performing the same functions in the City of East St. Louis that were to be performed by the Terminal Railroad of St. Louis in the City of St. Louis. Upon the completion of the system of tracks of these two companies last named, their properties were also leased to the Bridge and Tunnel Companies; so that in 1880 we find the St. Louis Bridge Company and the Tunnel Railroad of St. Louis operating their own properties and leasing and operating the properties of the two Union Railway and Transit Companies and of the two Terminal Railroads. The placing of all of these properties under one control was made effective in 1880 and thus constituted the first complete, though small, system of terminals for the handling of the interstate traffic between restricted territories in St. Louis and East St. Louis. This method of operation, however, continued for only about one year, when the Wabash, St. Louis & Pacific Railway Company and the Missouri Pacific Railway Company became joint lessees of the properties of the Bridge and Tunnel Companies, and through those companies sub-lessees

of the two Union Railway and Transit Companies and of the two Terminal Railroads, for a period commensurate with the corporate existence of the lessor companies; as rental the lessees agreed to pay the interest on the bonds of the Bridge Company and fixed dividends on the first and second preferred stock of the Bridge Company and fixed dividends on the stock of the Tunnel Company. Thus in 1880 two railway companies, the Wabash, St. Louis & Pacific and the Missouri Pacific, secured entire control of the system of terminals which had been created for the use of all of the railway lines entering St. Louis and East St. Louis, and continued in such control until 1889. The integrity, however, of the system was not disturbed and it was operated as a separate and distinct property apart from the other properties of these two railway companies. At that time, in 1889, Mr. Jay Gould controlled the corporate action of these two railway companies, the Missouri Pacific and the Wabash Railroad Company, which had become the successor of the Wabash, St. Louis & Pacific, and on October 1st of that year Mr. Gould entered into an agreement with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Wabash Railroad Company, Ohio & Mississippi Railway Company (now Baltimore & Ohio Southwestern Railway Company), St. Louis, Iron Mountain & Southern Railway Company, Louisville & Nashville Railway Company and Missouri Pacific Railway Company. This agreement recites the ownership and operation by each of the railway companies named of a railroad terminating in St. Louis or in East St. Louis and the interest each company thus has in securing efficient and economical system in handling freight and passenger traffic at these cities, including the river transfer; the then ownership of the existing terminal facilities; the

leases above referred to; and the desire of the several railway companies to obtain control of these terminal properties for the purpose of enlarging and making more perfect the system of receiving transfer and interchanging passenger and freight traffic at St. Louis and East St. Louis. By this agreement Mr. Gould undertook upon his part to cause the consolidation of the Union Railway and Transit Company of St. Louis and Terminal Railroad of St. Louis, thus forming the Terminal Railroad Association of St. Louis (first named defendant in this cause and herein designated Terminal Association); the purchase by this company of the property of the Union Depot Company and the stock of the Union Railway and Transit Company of East St. Louis and Terminal Railroad of East St. Louis; and an assignment to the Terminal Association of the above mentioned lease by the Missouri Pacific and Wabash Railroad Companies of the properties of the St. Louis Bridge Company and Tunnel Railroad of St. Louis. This agreement further contemplated the issue of $7,000,000 of bonds, of which $5,000,000 constituted the purchase price of the properties, stocks and leaseholds to be conveyed as just mentioned, and an issue of a part of the capital stock of the Terminal Railroad Association of St. Louis, in equal porportions, to the six railway companies, parties to the agreement, the remainder of the stock to be issued to such other railroad companies as might from time to time thereafter become parties to the agreement; and the remaining $2,000,000 of bonds to be used for the enfargement of the terminal facilities of St. Louis and East St. Louis. By a concurrent agreement these six railway companies were granted the right in perpetuity of joint use, with each other and such other

companies as might from time to time be admitted as proprietary lines of the Terminal Association, of all of the properties of that company, such use, however, to be appurtenant to the railway companies. On their part the railway companies accepted, in perpetuity, the joint use of the properties of the Terminal Association and agreed that the charges for the use so granted should be regulated as to enable it to pay the rental of the Bridge and Tunnel properties, the interest on the bonds given for the purchase price of the terminal properties as well as interest on such future sums as might be expended in the acquisition of additional properties, and also taxes and operating expenses. This agrement further provided for the subsequent admission at any time thereafter of any other railroad company desiring admission.

Accordingly and in pursuance of these agreements the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis consolidated in 1889 forming the Terminal Association; the lease of the Bridge and Tunnel properties was assigned to the Terminal Association, which then became the owner of the properties theretofore belonging to the Union Railway and Transit Company of St. Louis, the Union Depot Company, the Terminal Railroad of St. Louis, the owner of the stock of the Union Railway and Transit Company of Illinois and of the Terminal Railroad of Illinois and lessee of the Eads Bridge and Tunnel. The effect of this agreement was that in lieu of the ownership and control of this terminal system, which had been the growth of some fifteen years, by two railway companies, controlled by one individual,—this system passed to one company, the stock of which was owned in equal proportions by six railway companies, and which stock ownership was acquired under an agreement where-

by the terminal system should be open to the use not only of these six railway companies, but on like terms and conditions to all other railroad companies desiring such use; the operation of the properties to be without profit, but for the purpose of furnishing convenient and ample facilities for all railroad lines. From 1889 to the present time, a period of twenty years, it appears from the evidence that the properties of the Terminal Association have been operated as contemplated by this agrement, no dividends have ever been declared or paid upon any of its stock and that its charges have at all times been so regulated as to produce revenues sufficient only to meet its fixed charges and operating expenses and make necessary alterations, improvements and repairs.

The life of the Terminal Association begins then in 1889, when by virtue of its lease it assumed control of the Eads Bridge and the Tunnel, became the owner of land East St. Louis abutting the east approach of the bridge, the owner of a right-of-way some one hundred feet in width extending from 8th and Poplar streets in St. Louis westward to about 20th street, and various parcels of land adjoining this right-of-way on which were located switches and sidetracks. These terminals at that time were connected in St. Louis with tracks of railways entering that city from the south and west; while the terminals in East St. Louis were connected with certain railways entering that city; so that in 1889 the Terminal Association was able to switch for all railway companies connecting with it in St. Louis trains between 20th street in St. Louis and a point near the Relay Station in East St. Louis.

The growth of the terminal system since 1889 has been rapid, and is probably best evidenced by the increase in the issue of its bonds, the proceeds of

which have been expended in the development of this system. Beginning with a bond issue of $7,000,000 in 1889, the outstanding bonded indebtedness today is some $35,000,000. Among the properties acquired since 1889 is the passenger station fronting on Market street between 18th and 20th streets, which was completed in 1894, which station has since its completion been used and is now used by all railway companies entering St. Louis, without dicrimination, and without regard to any proprietary rights as stockholders of the Terminal Association.

Since 1889 various other railway lines have been admitted into membership in the Terminal Association and the Proprietary Companies are now the Missouri, Kansas & Texas Railway Company, Chicago & Alton Railway Company, St. Louis & San Francisco Railway Company, Baltimore & Ohio Southwestern Railway Company, Illinois Central Railroad Company, St. Louis, Iron Mountain & Southern Railway Company, Chicago, Burlington & Quincy Railway Company, Vandalia Railroad Company, Wabash Railroad Company, Cleveland, Cincinnati, Chicago & St. Louis Railroad Company, Louisville & Nashville Railway Company, Southern Railway Company, Chicago, Rock Island & Pacific Railway Company and Missouri Pacific Railway Company.

The defendant, St. Louis Merchants Bridge Company, was incorporated in 1886 under the laws of Illinois for the purpose of constructing a bridge over the Mississippi river at St. Louis, and in 1887 Congress authorized the construction of the bridge (known as the Merchants Bridge and so referred to in the evidence), which was completed in 1890. While this bridge was in process of construction there was incorporated the St. Louis Merchants

Bridge Terminal Railway Company (a defendant in this case, referred to as the Merchants Company) under the laws of Missouri for the purpose of operating a railroad from 8th and Gratiot streets in St. Louis to the Western approach of the Merchants Bridge. The Merchants Company became, in 1889, the lessee of the Merchants bridge. In that year there was incorporated under the laws of the State of Illinois the Electric City & Illinois Railway Company for the purpose of constructing a railway from the east approach of the Merchants Bridge to the City of East St. Louis. This company subsequently changed its name to Madison, Illinois & St. Louis Railway Company and constructed a railway from the east approach of the Merchants Bridge to Granite City. It never constructed a railway into the city of East St. Louis. The Merchants Company owns all of the stock of this company. In 1893 the lease of the Merchants Bridge to the Merchants Company was cancelled and the bridge was leased to the Madison, Illinois and St. Louis Railway Company. This company is not a defendant. Through its lease of the Merchants Bridge and ownership of stock of the Madison, Illinois & St. Louis Railway Company, the Merchants Company switches cars from 7th and Gratiot streets in St. Louis to the levee or wharf, thence northwardly to the Merchants Bridge and over that bridge to Granite City, Illinois.

None of the holders of the bonds nor trustees of any of the mortgages of the Merchants Company or the Merchants Bridge Company are defendants in this case.

In 1893 the Merchants Company was insolvent, was unable to make provision for a large floating indebtedness or pay interest upon its own bonds or the bonds of the Bridge Company, or of the Madison,

Illinois & St. Louis Railway Company. The facilities controlled by the Merchants Company were separate and distinct from the system of the Terminal Association. The tracks of the Merchants Company (treating the Merchants Company, the Bridge Company and the Madison, Illinois & St. Louis Railway Company as one) began at 8th and Gratiot streets in St. Louis, ran thence eastwardly to the river front, northwardly along the river front to Hall street and along that street to Ferry street,—a distance of about four miles from 8th and Gratiot streets,—thence across the Merchants Bridge and northwardly to Granite City, Illinois; while the tracks of the Terminal Association began at 20th street and Clark avenue in St. Louis, extended eastwardly through the tunnel and over Eads Bridge to a point near the Relay Station in East St. Louis, Illinois. There was no industry located at any point on the track of either company which was reached by the tracks of the other. The Merchants Company had no passenger or freight station in St. Louis and did not connect in any manner with the Union passenger station of the Terminal Association or with any of the railway lines entering St. Louis from the south or west, or East St. Louis from the south or east. At this time, in 1893, new railway lines were seeking entrance to the City of St. Louis and were desirous of reaching the new Union passenger station which the Terminal Association was then constructing on Market street between 18th and 20th streets; other railway lines having termini in the City of East St. Louis could more advantageously reach this Union Station if connection could be formed between the tracks of the Terminal Association and the Merchants Company in such a way that trains could by continuous movements and under one control pass

between the Cities of St. Louis and East St. Louis over the tracks of the Merchants Company and the Terminal Association. In addition to this passenger service for which it was desired to arrange, much of the freight traffic between these cities could be more economically and expeditiously handled through such a connection between the tracks of the Merchants Company and Terminal Association. The facilities of the Terminal Association had become inadequate for the proper handling of railway traffic, and it was manifest that it would be greatly to the interest of all the railway lines converging at St. Louis and East St. Louis, or having termini in either of these cities, if some arrangement could be affected whereby the terminals of the Terminal Association and the Merchants Company could be so connected and operated that the traffic between St. Louis and East St. Louis, crossing the river, and destined from one railway to another, or to any industry located on the tracks of either of these companies, or the tracks of any one of the railway companies, could be moved without change of motive power, with a single charge for service, so that all industries in either city, located on the tracks of either company could have equally efficient switching service, without discrimination, preference or advantage with respect to such service or the charges therefor. To this end and for this purpose and to prevent the disintegration of the properties of the Merchants Company, which would result from the foreclosure of the mortgages, and to secure the use in common, without discrimination, for all railway lines of the properties of the Merchants Company, an agreement was entered into in 1893 between that company and the Terminal Association. This agreement made provision for the floating debt of the

Merchants Company which was pressing, and prevented a foreclosure of the various mortgages covering the properties of the Merchants Company. Under this agreement the Terminal Association guaranteed the payment of the interest on the bonds of the Merchants Company, purchased from it something over 4,000 shares of its stock and advanced it a sum sufficient to enable it to meet its current obligations. At the same time the Terminal Association acquired other shares of stock of the Merchants Company, thus securing a control of the majority of the stock of the Merchants Company. This control the Terminal Association still has. On its part the Merchants Company, by this agreement, granted to the Terminal Association the right to operate its trains over all the properties controlled by the Merchants Company. The Terminal Association agreed to construct, and since then has constructed a line of railway connecting its Union Passenger Station with the Merchants tracks, so that passenger trains pass over the Merchants Bridge and into and out of the Terminal Association at Union Station, and freight trains and cars passing over the Merchants properties have direct communication with the tracks of the Terminal Association. This agreement between the two companies was not only a matter of public record and general knowledge, but was recorded in the office of the secretary of State of Missouri. In 1903 the State of Missouri at the relation of the Attorney General filed an information in the Supreme Court of the State of Missouri alleging the illegality of this agreement and of the ownership of the Terminal Association of the stock of the Merchants Company. The Supreme Court of Missouri held that this acquisition and ownership by the Terminal Association and the control of the majority of the

stock of the Merchants Company was authorized by the laws of Missouri and was in harmony with the statutes of Missouri which made special provision for such ownership of stock and control and operation of one terminal company of the tracks and facilities of other terminal companies.

The Wiggins Ferry Company was incorporated in 1853 by special act of the Legislature of Illinois for the purpose of operating ferries across the river at St. Louis; it is the owner of large tracts of land in East St. Louis available for terminal purposes and is the owner of all the capital stock of the East St. Louis Connecting Railway Company, a corporation of the State of Illinois, operating railway tracks along the river front in East St. Louis and connecting with various railways entering that city. The Wiggins Ferry Company is also the owner of the capital stock of the St. Louis Transfer Railway Company, a Missouri corporation, which operates railway tracks about six miles in length along the river front in St. Louis. The tracks of the St. Louis Transfer Railway Company and of the East St. Louis Connecting Railway Company connect with inclines of the Wiggins Ferry Company. The Wiggins Ferry Company owns land on the east bank of the river, beginning at Eads Bridge and extending northwardly a distance of several miles, and operates a number of ferry boats for the trasportation of wagon traffic and freight cars. The lands of the Wiggins Ferry Company are extensive and so located as to be readily utilized for terminal facilities and connections with the properties of the Terminal Association. Neither the St. Louis Transfer Railway Company nor the East St. Louis Connecting Railway Company are parties defendant.

In 1902 the Missouri Pacific Railway Company, Louisville & Nashville Railway Company, St. Louis, Iron Mountain & Southern Railway Company, Wabash Railroad Company, Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Baltimore & Ohio Southwestern Railway Company, St. Louis & San Francisco Railway Company,—seven railway companies,—then Proprietary Companies of the Terminal Association, the Pennsylvania Company (controlling the Vandalia Railroad Company also a Proprietary Company), and the Chicago, Rock Island & Pacific Railway Company acquired the capital stock of the Wiggins Ferry Company. Negotiations were opened with the Southern Railway Company, Missouri Kansas & Texas Railway Company, Chicago & Alton Railway Company, Illinois Central Railroad Company and Chicago Burlington & Quincy Railway Company and the Chicago, Rock Island & Pacific Railway Company, which were not then proprietary lines of the Terminal Association, with the view of having these companies participate in the ownership with the purchasers of the stock of the Wiggins Ferry Company and become members of the Terminal Association on the same terms and conditions upon which all other lines had theretofore been admitted. These negotiations resulted in the execution of agreements whereby the last named companies became members of the Terminal Association, making the total membership fourteen, all being admitted in the membership upon the same terms and conditions as the other railway companies had theretofore been admitted and were accorded in common with such companies the equal joint use and benefit of the properties of the Terminal Association: and the title to the stock of the Wiggins Ferry Company was vested in the Propri-

etary Companies, other than the Vandalia Company, and in the Pennsylvania Company as equal Owners. At the time this agreement was made the Terminal Association was contemplating the acquisition of a large amount of land in St. Louis, making additions to and changes in its terminal facilities, and the building of a belt line in the County of St. Louis for the purpose of connecting these facilities with the various railway lines entering St. Louis to the end that traffic between such lines, as well as traffic across the river, might be handled more expeditiously and avoid delays incident to passing through the city; and for this purpose the Terminal Association was about to issue a large amount of bonds to be secured by general mortgage. The properties then owned being all incumbered by outstanding mortgages and the properties to be acquired not being of sufficient value in themselves to form satisfactory security for the contemplated loan, it was necessary that such loan should be guaranteed, as to payment of interest, by the Proprietary Companies, and the payment of the principal by pledge of the stock of the Wiggins Ferry Company in such manner that the proposed general mortgage would constitute a first loan upon such stock. This general mortgage was accordingly issued under date of December 16, 1902, and some $20,000,000 of bonds have been issued thereunder and are now outstanding. The Central Trust Company of New York an William Taussig, trustee in this mortgage, are not parties defendant. The Central Trust Company was originally made a party defendant, but the cause dismissed as to it. Concurrent with the execution of this mortgage and as additional security for the bonds issued thereunder, the fourteen Proprietary Companies entered into an agreement with the Terminal Association binding

themselves in perpetuity to use the facilities owned and controlled by the Termial Association; the Terminal Association upon its part agreed to provide from time to time such additional terminal facilities as may be requisite for handling the traffic of the railway lines in St. Louis and East St. Louis; and to this end this general mortgage provides for the taking down annually of $1,000,000. The Proprietary Companies also guaranteed, each to the extent of its interest in the Terminal Association, payment of interest on all bonds issued by that company. These several agreements further provided that the charges of the Terminal Association shall be so regulated as to meet the fixed charges, taxes, maintenance and operation, to the end that these properties may be operated at cost, and in the event of a deficit at any time in the revenue sufficient to meet such charges, each one of the Proprietary Companies shall advance one-fourteenth of such deficit.

For the purpose of increasing its facilities the Terminal Association has, from time to time, as the demands of railway traffic have required, caused to be incorporated, or acquired the control, of other terminal companies. Among the companies so incorporated are the East St. Louis Belt Railroad Company, which was incorporated under the laws of Illinois in 1898, and which has constructed tracks connecting the tracks of the Madison, Illinois & St. Louis Railway Company with the tracks of the East St. Louis & Carondelet Railway Company; the Illinois Transfer Railroad Company, incorporated under the laws of the State of Illinois in 1889, which has constructed a connection between the tracks of the East St. Louis Belt Railroad Company on the north with the tracks of the Illinois Central Railroad Company on the south. In 1893 the Terminal Asso-

ciation acquired the stock of the St. Louis Terminal Railway Company and has since then caused the tracks of that company to be built from a connection with the tracks of the Merchants Company in North St. Louis to a connection with the Wabash Railroad Company in the County of St. Louis; in 1902 the Terminal Association acquired the stock of the St. Louis Belt & Terminal Railway Company, incorporated under the laws of the State of Missouri, and is now causing to be constructed the tracks of that company, forming a connection between the St. Louis Terminal Railway Company and the St. Louis & San Francisco Railroad Company on the south and the Chicago, Burlington & Quincy Railway Company on the north, and with all intermediate railway companies; in 1900 the Terminal Association acquired the capital stock of the Granite City & Madison Belt Line Railroad Company, a company incorporated under the laws of the State of Illinois, for the purpose of constructing a belt line around Granite City; about seven-tenths of a mile of tracks has been built by this company; in 1903 the Terminal Association acquired all the stock of the East St. Louis & Carondelet Railway Company, which owns tracks connecting with the East St. Louis Belt Railroad Company and extending southwardly to East Carondelet; in 1903 the Terminal Association acquired all the capital stock of the Interstate Car & Transfer Company, a corporation organized in 1896 under the laws of the State of Missouri, and which operates a ferry transfer between an incline of the Chicago, Burlington & Quincy Railroad Company in the northern part of the City of St. Louis, and inclines of the Southern Railway Company on the east side of the river.

The capital required for the construction and

acquisition of the various properties heretofore mentioned has been secured from time to time by the issue of bonds secured by mortgages now outstanding as follows:

Mortgage of St. Louis Bridge Company, $5,000,000; first mortgage Terminal Association, $7,000,000; second mortgage Terminal Association, $5,000,000, outstanding; general mortgage Terminal Association, $20,000,000, outstanding; mortgage St. Louis Merchants Bridge Terminal Railway Company, $3,500,000; Mortgage St. Louis Merchants Bridge Company, $2,000,000; mortgage Madison, Illinois & St. Louis Railway Company, $500,000; mortgage St. Louis Terminal Railway Company, $1,500,000.

None of the bondholders or trustees in any of these mortgages are parties defendant. As security for the mortgages of the Terminal Association there are pledged the stock of the Union Railway & Transit Company of Illinois, Terminal Railroad of East St. Louis, East St. Louis Belt Railway Company, St. Louis Terminal Railroad Company, Illinois Transfer Railroad Company, Granite City, Madison & Belt Line Railroad Company, St. Louis Belt & Terminal Railway Company and East St. Louis & Carondelet Railway Company, none of which are parties defendant; and as like security has also pledged 17,800 shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company, and thirteen of the Proprietary Companies and the Pennsylvania Company have pledged all of the stock of the Wiggins Ferry Company.

The properties of the Terminal Association and its subsidiary companies constitute one system of terminals extending from 20th street in St. Louis eastwardly across the bridge to the Relay Station in East St. Louis, running in the main east and

west; the properties of the Merchants Company, including the Merchants Bridge and the Madison, Illinois & St. Louis Railway Company, constitute another system the tracks of which extend from 7th and Gratiot streets northwardly across the Merchants Bridge to Granite City; while the Wiggins Ferry Company operates ferries across the river and in connection with its two subsidiary companies owning tracks on the levees on either side of the river, forms a third system; in addition to these three systems, the Terminal Association, through the St. Louis Terminal Railway Company and the St. Louis Belt & Terminal Railway Company, has two lines of belt railway in the County of St. Louis, and by means of the Illinois Transfer Railway Company and the East St. Louis Belt Railway Company has a belt line in Illinois extending practically from the county line dividing Madison and St. Clair counties on the north around the City of East St. Louis to a connection with the Illinois Central Railroad Company. Neither one of these three systems is complete or adequate in itself; each, in the main, reaches a territory different from that reached by the other two. The physical location of the properties appears upon the Pitzman map. For the purpose of making a more complete and perfect system of terminals and to facilitate the rapid and safe handling of trains, since it acquired control of the stock of the Merchants Company in 1893, the Terminal Association has, from time to time, by the construction of additional tracks, connected the various systems; agreements have been entered into whereby the tracks of one company may be operated for the traffic passing in one direction, and tracks of another company may be used for traffic passing in an opposite direction, thus facilitating the handling

of trains and avoiding accidents and delays. The operation of passenger trains through the tunnels has been to a considerable extent avoided. Every passenger train from the east enters the Union Station in St. Louis. If all passenger trains crossing the river were required to pass over Eads Bridge and through the tunnel, this traffic, together with the large volume of freight traffic, would produce congestion and materially interfere with and restrain traffic crossing the river. To avoid the physical discomfort to passengers and this congestion and delay of traffic, arrangements were made between the Terminal Association and the Merchants Company for operation over the Merchants Bridge of the considerable portion of traffic, which, in the absence of such an arrangement, would pass over the Eads Bridge. Such arrangements were possible only by reason of the control which the Terminal Association exercises over the operation of the Merchants Company. Under like agreements between these two companies each is permitted the use of the facilities of the other. Such use must, of necessity, be under one control and management. The effect of these arrangements and this method of operation has not only increased the service of each company, but has reduced the cost of operation, resulting in a continued and steady decrease in freight charges on all interstate traffic. The charge on coal which in the beginning was fifty cents a ton is now twenty cents per ton. Of the entire revenue of the Terminal Association about 90 per cent is paid directly by the railway companies. The fourteen Proprietary Companies, either through direct ownership or through control of the leased and subsidiary companies, operate about one-third of the railway mileage of the

United States. These lines are under contract with the Terminal Association to use, in perpetuity, all the terminal facilities owned or controlled by the Terminal Association, and are further bound until maturity of the bonds of the Terminal Association to payment of interest on these bonds and the operating expenses of the Terminal Association. There are two other railroad lines crossing the river which are not members of the Terminal Association; between these lines and the Proprietary Companies and between the Proprietary Companies there is a constant interchange of traffic, which is made possible only by the use of the terminal facilities of the Terminal Association, as few of the railway lines have connections directly each with the other. All railway lines, not members of the Terminal Association, have been, and are, granted the use of all the facilities of the Terminal Association, and on the same terms and conditions that such use is granted to the Proprietary Companies, save that the non-proprietary lines guarantee none of the obligations of the Terminal Association. No distinction is made between Proprietary Companies and non-proprietary companies in the handling of traffic, either in respect to charge or character of service; all are upon exact equality with respect to use of terminals.

Not one of the terminal companies has any freight cars of its own or handles freight traffic on its own account, with the exception of an occasional delivery of package freight between East St. Louis and Granite City. The Terminal companies receive freight for railway lines with which they connect and simply furnish the motive power for interchange of traffic between the various lines of railway, between such lines and industries and between industries on their own lines.

The Terminal Association is the only one of the terminal companies which has a passenger or freight station in the City of St. Louis. In the passenger station every railway line entering St. Louis receives and discharges its passengers; for such use all railway lines, without regard to membership in the Terminal Association, and without discrimination or preference, are charged like compensation on a basis so regulated that the charge equals only the cost of maintenance and operation.

Freight destined for any line of railway may be Terminal Association, which acts as the agent of all railway lines.

At all times the tolls and charges of the Terminal Association have been so regulated as to cover only fixed charges and expenses of operation, maintereceived or delivered at any freight station of the nance, alterations, betterments and repairs. The agreements whereby the railway lines are granted the use of the properties of the Terminal Association preclude profit to that Company. No dividends have ever been paid on any of the stocks of the Terminal Association or its subsidiary companies.

ABSTRACT.

Pleadings.

The petition names as defendants Terminal Railroad Association of St. Louis (hereinafter designated Terminal Association); St. Louis Merchants Bridge Terminal Railway Company (hereinafter designated Merchants Company); St. Louis Bridge Company; St. Louis Merchants Bridge Company; fourteen railroad companies, owners of the capital stock of the Terminal Association (hereinafter designated Proprietary Companies); and a number of individuals, each owning two shares of stock, either as representative of one of the Proprietary Companies or as qualifying him as a director of the Terminal Association or inspector of its elections; and the Central Trust Company of New York; and charges,—

That each of the defendants, corporations, other than the Central Trust Company, were common carriers employed in handling interstate freight and passenger traffic, and as such engaged in trade and commerce among the several states and foreign nations;

That the St. Louis Merchants Bridge (hereinafter designated Merchants Bridge) and the St. Louis Bridge (hereinafter designated Eads Bridge) are the only two bridges across the Mississippi river at St. Louis; the Eads Bridge, owned by the St. Louis Bridge Company, was completed in 1874 and has its western approach at Washington avenue in St. Louis and its eastern terminus in East St. Louis, and is equipped with railroad tracks, reached from the west by a tunnel, and a wagon way, tracks for

electric street railway lines, and a sidewalk for pedestrians, reached by the street surface at Washington avenue; while the Merchants Bridge has its western approach at Hall street in St. Louis and its eastern terminus at Venice, Illinois, and was completed in 1890;

That the Terminal Association and the Merchants Company, prior to August 17, 1893, operated parallel, independent, and competing lines of railroad in Missouri and Illinois, the Terminal Association crossing the Mississippi river by the Eads Bridge and the Merchants Company crossing by the Merchants Bridge, and the two companies control all lines of railway and means of transportation of passengers and interstate freight at St. Louis, Missouri, East St. Louis, East Carondelet, Madison, and Granite City, Illinois;

That on July 3, 1889, the capital stock of the Terminal Association was owned by six railroad companies, and subsequently eight other railroad companies have become owners of the shares of stock, making fourteen Proprietary Companies, which, together with their representatives and inspectors of election, now own all of the issued stock of the Terminal Association;

That the fourteen Proprietary Companies are the principal trunk lines entering St. Louis and East St. Louis, and control the interstate commerce crossing the river at St. Louis;

That the Terminal Association was formed by the consolidation of the Union Railway & Transit Company (of St. Louis) and the Terminal Railroad of St. Louis, each of which owned, at the time of the consolidation, a completely equipped railway, so connected as to form a continuous line in Missouri and Illinois, crossing the Eads Bridge; that by this

consolidation the Terminal Association secured control of the Eads Bridge, the Tunnel, the properties of the consolidated companies, and also the properties of the Union Railway & Transit Company (of Illinois) and the Terminal Railroad of East St. Louis, which were also engaged in interstate commerce, all of which properties the Terminal Association now operates, and which are connected with the main lines of railway entering the cities heretofore named;

That the line of railway of the Terminal Association is described as beginning at the Eads Bridge and thence running southwardly through the tunnel to Spruce and Eighth streets, thence to the Union Station at Nineteenth and Twenty-first streets, where connections are made with the tracks and termini of railroads entering St. Louis from the north, south, west, and southwest; and beginning at the west end of the Eads Bridge, over the bridge into East St. Louis and in East Carondelet, Illinois, connecting with lines of railway extending northwardly and eastwardly; that in addition to its main lines of track the Terminal Association maintains depots and operates switches and tracks connecting with warehouses, factories, and business establishments in the cities named, by means of which it handles freight between such factories and establishments and the various lines of railway in the City of St. Louis and in the cities in Illinois immediately opposite;

That the Madison, Illinois & St. Louis Railroad Company owns a railroad extending from the east end of the Merchants Bridge to Granite City, Illinois;

That the St. Louis Terminal Railway Company operates a railroad from a point on the line of the Merchants Company near the western approach of

the Merchants Bridge, northwestwardly through the city and county of St. Louis;

That the East St. Louis Terminal Railway Company owns a railroad extending from the east end of the Merchants Bridge to a connection with other lines of railroad in Illinois;

That the St. Louis Belt & Terminal Railway Company operates a railroad in the City and County of St. Louis;

That the Granite City & Madison Belt Railway Company operates a line of railway connecting the Merchants Bridge and the various lines of railway entering Granite City, Madison and East St. Louis;

That the Illinois Transfer Railway Company operates a line of railway connecting the Merchants Bridge and the tracks of the Merchants Company in Illinois;

That the last named six companies prior to August 17, 1893, were operated by the Merchants Company;

That the Merchants Company owns the stock of the Merchants Bridge Company, and was in 1889 the lessee of the Bridge of that Company for a term of forty years, which lease was canceled and a similar lease of the Bridge made to the Madison, Illinois & St. Louis Railway Company;

That on August 17, 1893, and prior thereto, the Merchants Company operated a railroad beginning at the Union Station in St. Louis, thence eastwardly by an elevated road to the wharf on the west bank on the Mississippi river, thence northwardly to Hall street, thence over the Merchants Bridge to Venice, East St. Louis, Madison and Granite City, connecting with the Illinois Transfer Railway Company, East St. Louis Connecting Railway Company, East St. Louis Belt Railway Company, East St. Louis & Carondelet Railway Company, and the main lines of

railway leading from the cities last named to cities and ports on the great lakes and Atlantic Coast; and in addition to this line the Merchants Company also operated a line beginning at the west end of the Merchants Bridge, extending southwestwardly and southwardly about a distance of twenty-five miles, connecting with the tracks and termini of all the railroads extending from St. Louis westward, northwestward, and southwestward, and also owned connections with various industries and manufacturing establishments between which and the various lines of railway in St. Louis, East St. Louis, Venice, Madison and Granite City, Illinois, it handled freight;

That the Wiggins Ferry Company owned and operated ferry and transfer boats across the Mississippi river at St. Louis for transfer of cars and trains; and also controlled the St. Louis Transfer Railway Company, operating a railway from Grand avenue to Arsenal street in St. Louis, and the East St. Louis Connecting Railroad, connecting with various railroad lines entering the Illinois cities named; that by means of its ferries and the two railways named, the Wiggins Company transferred a large number of freight cars daily and was thus engaged in interstate commerce;

That in 1881 the Missouri Pacific Railway Company and the Wabash Railroad Company, and other corporations and persons unknown to the complainant, entered into a combination to consolidate and control, by the Missouri Pacific and Wabash, the properties of the St. Louis Bridge Company, Union Railway and Transit Company, Terminal Railroad Company of St. Louis, and Terminal Railroad of East St. Louis, with the intention thereby to place restraint upon all competitive interstate traffic carried on by all railroads entering St. Louis and East

St. Louis, and to monopolize interstate commerce and trade and suppress competition between the railroads, and to that end the Missouri Pacific Railway Company and the Wabash Railroad Company entered into an agreement with the St. Louis Bridge Company and the Tunnel Railroad Company for a lease of all of the properties of the latter companies; and the lease was made to the Missouri Pacific Railway Company and the Wabash Railroad Company of the properties of the Bridge and Tunnel Companies, and the Terminal Railroad Company of East St. Louis and Union Railway & Transit Company, and possession given;

That by means of such control the Missouri Pacific Railway Company and Wabash were enabled to arbitrarily fix and maintain whatsoever price they wished on interstate traffic between Illinois and Missouri, and exacted and charged unreasonable and extortionate bridge toll for handling such traffic, and subjected the public to unnecessary delays in respect thereto;

That to secure competition and obtain relief from the condition just mentioned, upon application of certain citizens of St. Louis, Congress, on February 3, 1887, granted a charter for the erection of a bridge, which charter stated that the principal reason for granting the same was to secure reasonable rates and tolls at St. Louis; the grantee, its successors or assigns, should not agree or consent to the consolidation of the bridge to be erected thereunder with any other bridge across the Mississippi, or to the pooling of the earnings of the proposed bridge with any other bridge; or that any stockholder, director, or manager of any other bridge should be a stockholder, director, or manager of the contemplated bridge, and in case of the violation of this

provision the proposed bridge should become the property of the United States; that in 1888 some persons or corporations unknown, contriving to defeat the object for which the proposed new bridge was to be built, and with the design of maintaining monopoly and destroying competition of interstate traffic, secured an amendment by Congress of the Act of 1887, striking out the word "stockholder," so that the owners of the Eads Bridge and the railroads used in connection therewith might control the Merchants Bridge and the roads connected with it;

That in pursuance of the combination referred to, on October 3, 1889, an agreement was entered into between the Terminal Association, the Bridge and Tunnel Companies, and the Missouri Pacific Railway Company and Wabash Railroad, whereby the lease of 1881 was canceled and a new agreement entered into whereby the Terminal Association became lessee of the Eads Bridge and Tunnel;

That on August 17, 1893, the six original Proprietary Companies of the Terminal Association, the St. Louis Bridge Company, Tunnel Railroad Company of St. Louis, Terminal Railroad Company of St. Louis, Terminal Railroad of East St. Louis, Merchants Company, St. Louis Merchants Bridge Company, East St. Louis & Carondelet Railroad Company, Ilinois Transfer Railway Company, Granite City & Madison Belt Railway Company, St. Louis Belt & Terminal Railway Company, and the officers and directors of each, intending unlawfully and unreasonably to restrain interstate trade and commerce and monopolize the same, and restrain and prevent competition therein at St. Louis and East St. Louis, between all railways, bridges, and ferries at these cities, and to deprive the public of facilities

and advantages resulting from competition, entered into an unlawful combination to effect a consolidation of the properties of the Bridge and Tunnel Companies, the Union Railway and Transit Company, Terminal Railroad Company of St. Louis, Merchants Company and its subsidiary companies, and the Proprietary Companies, under the control of the Terminal Association; that such consolidation was effected on August 17, 1893, by means of an agreement entered into between the Terminal Association and the Merchants Company whereby the Merchants Company granted the perpetual use of its terminal facilities then owned or thereafter controlled, in the City of St. Louis, to the Terminal Association, which accepted the grant and as consideration therefor guaranteed payment of the liabilities of the Merchants Company, and purchased a large number of its shares of stock; and at the same time another agreement was made between the Terminal Association and the Merchants Company, whereby the Terminal Association came into control of the St. Louis Terminal Railway Company;

That on May 1, 1897, the Merchants Company sold the Terminal Association additional shares of the Merchants Company stock, thus giving the Terminal Association control of the majority of the stock of the Merchants Company, which control the Terminal Association now enjoys; that the Terminal Association fixes the rates of the Merchants Company and, without ocmpetition, fixes unreasonable rates and tolls on both bridges, which it operates as a single instrument of interstate commerce, thus enjoying a monopoly.

That from 1893 to 1897, a pooling arrangement existed betweeen the Wiggins Company, the Terminal Association, and the Merchants Company, which

was thereafter continued between the Terminal Association and Wiggins Company;

That on the 17th day of August, 1893, the Missouri, Kansas & Texas Railway Company, Chicago & Alton Railway Company, St. Louis & San Francisco Railway Company, Baltimore & Ohio Southwestern Railway Company, Illinois Central Railroad Company, Southern Railway Company, Chicago, Burlington & Quincy Railway Company, St. Louis, Vandalia & Terre Haute Railway Company, and Chicago, Rock Island & Pacific Railway Company became stockholders in the Terminal Association, and each is now the owner of that portion of the capital stock in the petition set forth;

That the fourteen Proprietary Companies were on July 15, 1902, through their ownership of Terminal Association stock, operating under one control and management the properties of the Merchants Company and the Terminal Association, including the two bridges, and fixed the charges and tolls, making a uniform charge for interstate service over the two bridges, which was unreasonable and which stifled and destroyed competition;

That in 1902, by an agreement, the exact terms of which are unknown to complainant, entered into between the Terminal Association and Wiggins Ferry Company, the former obtained control of the latter Company and its properties, and 9,500 shares out of the 10,000 shares of stock of the Wiggins Company was deposited with the Mercantile Trust Company of New York, to be held and voted by it for the Proprietary Companies of the Terminal Association, and as security for an issue of $50,000,000 of bonds of the Terminal Association, since which date all competition in interstate commerce between the said three companies has been stifled and destroyed;

The prayer of the petition is,—

That the combination hereinbefore described as unlawful, and all acts in pursuance thereof, be adjudged in derogation of the common rights of the people and in violation of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies;" that defendants, their officers, directors, stockholders, agents, and servants be enjoined from doing any act in pursuance of or for the purpose for carrying out the same in the future; that all agreements looking to the operation of the Eads Bridge and terminals connecting therewith in common with the Merchants Bridge and its terminals be declared void and parties to such agreements be enjoined from the operation of such bridges and terminals in common, and maintaining the properties as a common instrument of interstate commerce;

That the Proprietary Companies, their stockholders, officers, directors, and executive committees, agents, and servants be enjoined from voting or acting as owner of any of the stock of the Terminal Association, Wiggins Company or Merchants Company; that the Terminal Association be enjoined from recognizing the fourteen Proprietary Companies, or any of them, as owners of its capital stock;

That the Terminal Association and the Proprietary Companies, their stockholders, officers, directors, agents, and servants be enjoined from voting or acting as owner of any of the stock of the Merchants Company, Merchants Bridge Company, Wiggins Company, or any of its subsidiary companies; that the Merchants Company, Merchants Bridge Company, Wiggins Company, and the various subsidiary companies, be enjoined from recognizing or accepting the Terminal Association and the Proprietary

Companies as the holders of any shares of stock in their respective companies, and from permitting the Terminal Association, or any of the Proprietary Companies, their directors, stockholders, officers, agents, or servants from voting such stock in any of said companies, or paying any dividends upon the stock of the Merchants Company, Merchants Bridge Company, or any of the subsidiary companies, to any one of the fourteen Proprietary Companies, or any other company named in the petition;

That the individual defendants, their trustees, agents, and assigns, be enjoined from doing any act complained of, or placing the capital stock of the Terminal Association in any corporation controlled by it, or the stock of the Merchants Company in any corporation controlled by it, or the two bridges, or competitive interstate commerce under the control of the Terminal Association, or any one of the fourteen Proprietary Companies;

And for such further relief as the case may require and the court may deem proper in the premises.

Answer. The defendants made joint and several answer, admitting that the Proprietary Companies were common carriers of interstate freight, but averred that the Terminal Association, Merchants Company, and Wiggins Company were common carriers only for the purpose of furnishing terminal facilities to the extent and in the manner as stated in the answer;

Admitted the ownership of the two bridges as alleged in the petition, but denied the ownership by the Terminal Association and the Merchants Company of parallel or competing lines of road, or that these two companies and the Wiggins Company

operated all methods of transporting interstate traffic in St. Louis;

Admitted that the fourteen Proprietary Companies were owners in equal proportions of the stock of the Terminal Association, and that these Proprietary Lines constituted the principal trunk lines entering St. Louis and East St. Louis and engaged in interstate commerce;

Admitted the consolidation of the two companies forming the Terminal Association, as alleged in the petition, but denied that either of the constituent companies owned or operated any continuous line of railway across the Mississippi river, or that any other company except the two constituent companies was concerned in the consolidation, and averred that all the properties owned at the time of the consolidation by the constituent companies were located in St. Louis;

Averred that the Union Station in St. Louis was not constructed until some five years after the consolidation, and at the time of the consolidation the Missouri Pacific Railway Company and the Wabash Railroad Company were lessees of the Eads Bridge and Tunnel and sub-lessees of the Union Railway & Transit Company and of the Tunnel Railroad of St. Louis, and operated the properties of these companies and the Eads Bridge and Tunnel;

Denied the location of the tracks of the Terminal Association and connections as averred in the petition; denied that the Terminal Association owned tracks in East Carondelet, Madison, or Granite City, but averred that the Terminal Association had for many years owned tracks connecting with industries in St. Louis and East St. Louis and operated extensive terminals in each of these cities;

Denied that the facilities of the Terminal Association extended into Madison, East Carondelet, and Granite City, and averred that the Terminal Association reached these and adjacent cities in Illinois through trackage contracts, leases, and stock ownership which enabled it to provide facilities for interchange of traffic between these cities and the City of St. Louis;

Admitted the organization of the Merchants Company, but denied that it constructed or operated a railroad into Union Station;

Admitted the corporate existence of the Madison, Illinois & St. Louis Railway Company and ownership of stock in the Merchants Company;

Admitted the organization of the St. Louis Terminal Railway Company, but averred that no part of its line was constructed until the Terminal Association became the owner of its stock, and denied the lease of its property at any time to the Merchants Company;

Admitted the incorporation of the St. Louis Transfer Railway Company and operation of the railway from Grand avenue to Arsenal street, a distance of six miles, in lieu of forty, and admitted the ownership of the stock of this Company by the Wiggins Company;

Admitted the organization of the Illinois Transfer Railway Company and the Granite City & Madison Belt Railway Company, but denied the organization for the purposes stated in the petition, or that either was at any time operated by the Merchants Company;

Denied that the St. Louis Belt & Terminal Railway Company existed in 1893, and averred it was not organized until 1902;

Admitted ownership by the Merchants Company

of the stock of the St. Louis Merchants Bridge Company and the lease of the Merchants Bridge to the Merchants Company, the cancellation of this lease and the subsequent lease to the Madison, Illinois & St. Louis Railway Company, and the ownership of the stock of that Company by the Merchants Company;

Denied location and termini of the properties of the Merchants Company as stated in the petition; and averred that the Merchants Company owned no tracks except tracks extending from 8th and Gratiot streets eastwardly and northwardly to a connection with the western approach of the Merchants Bridge and to Carrie avenue;

Denied that the Merchants Company controlled or operated the terminal facilities of or substantially of the character or located as in the petition described;

Admitted the incorporation of the Wiggins Company, the operation of boats and barges for transporting trains across the Mississippi river; the ownership of the stock of the East St. Louis Connecting Railway Company and the St. Louis Transfer Railway Company, and the connection between the tracks of the East St. Louis Connecting Railway Company and railroads entering East St. Louis, and connection between the St. Louis Transfer Railway Company and the incline of the Wiggins Company; admitted the operation by the Wiggins Company of these two subsidiary companies and the handling of a large number of freight cars daily;

Admitted the lease by the Missouri Pacific Railway Company and the Wabash Railroad Company of the Eads Bridge and Tunnel; and the operation of these railway companies of the Bridge and Tunnel, but denied that the purpose, effect, or object of such

lease was to place any restraint upon or monopolize interstate commerce or suppress competition, or resulted in maintaining arbitrary charges, or that the charges were unreasonable or extortionate;

Admitted the grant by Congress of the charter of the St. Louis Merchants Bridge Company and the amendment thereof as alleged in the petition, but denied that Congress acted improperly or was unmindful of the public welfare;

Admitted that on October 1, 1889, an agreement was entered into between the Terminal Association, the St. Louis Bridge Company, the Tunnel Railroad of St. Louis, Missouri Pacific Railway Company, and the Wabash Railroad Company, whereby the lease referred to in the petition was canceled and the Terminal Association became the lessee of the Eads Bridge and Tunnel; but denied that this agreement was in pursuance of any combination to control or restrain trade or commerce; but averred that the purpose was to promote trade and commerce and the effect was to prevent monopoly;

Denied that any of the matters complained of had resulted in the restraint of trade or commerce, but, on the contrary, had promoted competition and fostered trade and commerce;

Admitted the agreement of August 17, 1893, between the Merchants Company and Terminal Association, and the acquisition and control by the Terminal Association of the St. Louis Terminal Railway Company; denied any agreement between the Wiggins Company, Terminal Association, and Merchants Company for establishing rates between Illinois and St. Louis; and denied any combination, conspiracy, or agreement of any kind on the part of any of the defendants made for the purpose of controlling or restraining interstate commerce;

Denied the acquisition by the Terminal Association of the stock of the Merchants Company in 1897, but averred that in 1893 the Terminal Association acquired the control of the majority of the stock of the Merchants Company; and denied that the operation of the Terminal properties deprived the people of the benefit of competition;

Admitted that subsequent to August 17, 1893, eight of the Proprietary Companies named in the petition had become such, and that the Proprietary Companies were owners of the stock of the Terminal Association;

Denied the fixing or exaction of unreasonable charges by either the Merchants Company or the Terminal Association, or that the Terminal Association was merely holding company for the Proprietary Companies; but averred that the Terminal Association had entered into an agreement with the Proprietary Companies whereby it regulated its charges and tolls in such manner that the revenue derived therefrom should be sufficient only to meet its fixed charges and operating expenses; averred that the system of the Merchants Company, though separate and distinct, but complemented the system of the Terminal Association, and that between these two companies arrangements were necessary and had been made whereby traffic passing over the two systems paid a single charge, which arrangement resulted in efficiency in service, economy in operation, and reduction in rates;

Denied that competition in interstate commerce had been in any manner stifled, destroyed, or restrained by any of the matters complained of, or that unreasonable charges had at any time been exacted, but averred, on the contrary, the promotion and encouragement of competition and commerce;

Denied the ownership by the Terminal Association of the stock of the Wiggins Ferry Company, and averred such ownership to be as thereinafter more fully stated;

The remainder of the answer is as follows:

The organization of the Terminal, Bridge and Ferry Companies, named in the petition, the purposes of such organization, the properties at any time owned or controlled by any of them, the relations of these properties to each other and the agreements with respect to the use thereof, the growth and development of terminal facilities in the Cities of St. Louis and East St. Louis and the uses to which they are put, as well as the terms and conditions upon, and the purposes for which the same are operated and controlled, and the effect thereof, are as follows:

With respect to the Eads Bridge and the tracks connecting therewith upon each side of the Mississippi river:—Prior to the year 1874 there were few industries located in, or in the neighborhood of, St. Louis or East St. Louis which had railway connections, and the freight and passenger traffic between the various lines then entering the City of St. Louis and the City of East St. Louis, and between such railway lines and industries located in these cities, was handled by means of wagons and ferries. For the purpose of facilitating public convenience and safety in the handling of freight and passenger traffic between and in these cities there was constructed, in 1874, the railway bridge herein referred to as the Eads Bridge across the Mississippi river, between these cities, and terminal facilities were constructed connecting with the bridge. The construction of this bridge, and of these terminals, came about in the following manner:

On February 5, 1864, the St. Louis & Illinois Bridge

Company was incorporated by special act of the Legislature of the State of Missouri, entitled "An act to incorporate the St. Louis & Illinois Bridge Company," and authorized to construct a bridge over the Mississippi river at St. Louis. This act was amended February 20, 1865, by an act entitled "An act to amend an act entitled 'An act to incorporate the St. Louis & Illinois Bridge Company,' approved February 5, 1864." February 16, 1865, the Legislature of the State of Illinois, by special act, entitled "An act to empower the persons mentioned in an act passed by the General Assembly of the State of Missouri, entitled, 'An act to incorporate the St. Louis & Illinois Bridge Company,' approved February 5, 1864, to form a corporation and build a bridge across the Mississippi river at St. Louis," authorized the construction of this bridge over that portion of the river within the jurisdiction of the State of Illinois, and, on July 25, 1866, was approved an Act of the Congress of the United States, empowering the St. Louis & Illinois Bridge Company to erect a bridge at St. Louis;

February 21, 1867, by special act of the Legislature of the State of Illinois, entitled "An act to incorporate the Illinois & St. Louis Bridge Company," the Illinois & St. Louis Bridge Company was incorporated, with power to construct a bridge over the Mississippi river at St. Louis, and authorized to consolidate with any bridge company incorporated under the laws of Missouri having like power;

March 19, 1868, the Missouri Legislature passed a special act, entitled "An act to authorize the consolidation of the St. Louis & Illinois Bridge Company with the Illinois & St. Louis Bridge Company," authorizing the consolidation of the St. Louis & Illinois Bridge Company and the Illinois & St. Louis

Bridge Company, and on July 9, 1868, these corporations were consolidated under the name of Illinois & St. Louis Bridge Company. By an act approved July 20, 1868, Congress recognized the consolidation and granted the consolidated company authority to construct a bridge, as authorized by the Act of Congress of July 25, 1866;

The Illinois & St. Louis Bridge Company (the consolidated company) began the construction of the Eads Bridge and completed the same on July 1, 1874; pending the construction of this bridge a mortgage was executed by the Bridge Company under date of March 15, 1870, securing $4,000,000.00 of bonds; a second mortgage was executed May 15, 1871, securing $2,000,000.00 of bonds, and a third mortgage March 2, 1874, securing $3,000,000.00 of bonds. All of these bonds were issued, and the proceeds used in the construction of the bridge. November 8, 1872, and while work on the Eads Bridge was in progress, the St. Louis Tunnel Railroad Company was incorporated under the laws of Missouri for the purpose of constructing a railroad from the terminus of the bridge, near Third street, in the City of St. Louis, to a point between Poplar and Cerre streets, and between Eighth and Tayon avenue (now Eighteenth street) so as to make connection with the track of the Missouri Pacific Railway Company and the track of any other railroad company and provide necessary sidetracks in the City of St. Louis. Shortly after the incorporation of this company, work was begun upon its railway, commonly known and herein referred to as the Tunnel, and on November 29, 1872, the City of St. Louis, by ordinance No. 8101, transferred to and vested in the St. Louis Tunnel Railroad Company the rights and privileges with respect to the building

of the tunnel which it had theretofore conferred upon the consolidated bridge company. This tunnel was completed on July 4, 1874, concurrent with the completion of the bridge. Pending the construction of the tunnel, the Tunnel Company executed its mortgage under date of January 1, 1873, securing 250,000 pounds sterling bonds, which were issued and the proceeds in the construction of the tunnel;

Default was made in payment of the interest on the bonds secured by these mortgages of the Bridge and Tunnel Companies, receivers were appointed and the mortgages foreclosed by proceedings in the Cirsuit Court of the United States in and for the Eastern District of Missouri, and a decree was entered April 24, 1878, ordering the sale of the properties of the Bridge and Tunnel Companies;

For the purpose of purchasing the bridge and Tunnel properties at the sale to be made under this decree, the St. Louis Bridge Company was incorporated under the laws of the State of Missouri, December 18, 1878, and the Tunnel Railroad of St. Louis was incorporated under the laws of the same state on the same day. Shortly thereafter the St. Louis Bridge Company became the purchaser under this foreclosure proceeding, and now is the owner of the Eads Bridge, and the Tunnel Railroad of St. Louis became the purchaser under the same foreclosure proceeding and now is the owner of the tunnel. The St. Louis Bridge Company has an outstanding capital stock of $7,990,000, of which $2,490,000 are first preferred, $3,000,000 second preferred and $2,500,000 common; it has also issued $5,000,000 of bonds, secured by mortgages to J. C. Rogers and E. C. Tracy, trustees, dated April 1, 1879. The Tunnel Railroad of St. Louis has an outstanding capital stock of $1,250,000; the proceeds of the Bridge Company

stock and bonds and of the Tunnel Company stock were used in payment for the bridge and tunnel properties, and these bonds and stocks are now principally held and owned in Europe;

While the Eads Bridge and the tunnel were in course of construction it was the intention and purpose of the Bridge and Tunnel Companies that the bridge and tunnel would be used by all railroad companies desiring such use, with their own motive power, and that such railway companies would furnish their own respective terminal facilities in the way of switches, sidetracks, freight houses and passenger depots, for the handling of freight and passenger traffic, which would be separately and independently transported through the tunnel and over the bridge by the various railroad companies; for this reason up to within a short time before the completion of the bridge and tunnel no provision had been made for the acquisition of locomotives, acquisition of land for or construction of sidetracks, warehouses, passenger stations or terminals of any character, or for the operation, by the Bridge and Tunnel Companies, of trains of any character through the tunnel or over the bridge. The Bridge and Tunnel Companies, however, discovering within a few months before the completion of their respective properties, that none of the railroads then entering the City of St. Louis or East St. Louis had made, or intended to make, any provision for making any connection with the bridge or tunnel in either city, found it necessary to cause to be constructed terminal tracks in each city connecting, in the City of East St. Louis, with the eastern approach of the bridge, and, in the City of St. Louis, with the tunnel, and also to make provision for transferring, through the tunnel and over the bridge, such cars as might

be tendered for that purpose by such railway companies as might connect with the terminals and tracks so to be constructed; and to this end the Bridge and Tunnel Companies caused to be incorporated under the laws of the State of Missouri, the Union Railway & Transit Company of St. Louis, on April 13, 1874, and, under the laws of the State of Illinois, the Union Railway & Transit Company of Illinois, on April 14, 1874. The articles of incorporation of the Missouri company declared the purpose of its incorporation was to construct tracks from the western end of the tunnel for railway connection between the bridge and tunnel and any railroads then and thereafter to be constructed in the City of St. Louis, and approaching the tunnel; to provide switches, sidetracks and other necessary appurtenances, and to operate trains through the tunnel and over the bridge; while the articles of association of the Illinois company declared the object of its incorporation to be the construction of tracks and yards in the City of East St. Louis, Illinois, to connect the railroads then entering, or that might thereafter enter, East St. Louis, with the east approach of the bridge, and for the operation of the railroad tracks over the bridge and through the tunnel. In pursuance of this purpose the Union Railway & Transit Company of St. Louis acquired a small tract of land near the western end of the tunnel and extending westwardly a short distance, on which were constructed railway tracks, switches and sidetracks connecting with the tunnel, and the Union Railway & Terminal Company of Illinois acquired a small tract of land in East St. Louis, near the bridge approach, on which railway tracks and switches were constructed. Neither of the transit companies had any passenger stations, either in the City of St. Louis

or East St. Louis, or undertook to transport, as common carriers, passengers or freight; the business conducted by the transit companies consisted solely of transporting, with their locomotives, the cars, and trains of cars, which were received by them from the various railway companies connecting with them in the cities of St. Louis and East St. Louis;

As the bridge and tunnel properties had been constructed simply for the purpose of furnishing railway tracks for the operation thereover, by the railway companies, of their freight and passenger trains, no provision was made by either the Bridge or Tunnel Company for the accommodation or handling of passenger traffic, and on April 10th, 1874, there was incorporated under the laws of Missouri the Union Depot Company of St. Louis for the purpose of constructing and maintaining union stations for passengers and freight in the City of St. Louis, and constructing and maintaining railway tracks to connect such freight and passenger stations with the terminals, and such railroads as might desire such connections. This company was formed in pursuance of an agreement theretofore entered into between the Atlantic & Pacific Railroad Company, Terre Haute & Indianapolis Railroad Company, Indianapolis & St. Louis Railroad Company, St. Louis & Southeastern Railway Company, the Ohio & Mississippi Railway Company, and certain individuals who were willing to furnish the necessary capital for the purchase of the ground and construction of the Union Depot in the City of St. Louis, from and to which passenger trains of all railroad companies terminating in St. Louis, or entering the city over the bridge and tunnel tracks, might run, and for the rental of the depot, so to be constructed, to all the railway lines in common, and the operation and management

of the depot by such railway lines, with the right on the part of the lessees to purchase the depot properties at any time after fifteen years. In pursuance of this agreement, and of the articles of association of the Union Depot Company, a Union Passenger Station was constructed, and tracks connecting it with the tracks of the Union Railway & Transit Company of St. Louis (the tracks of which connected with the tunnel as stated) were laid, and thereafter the Union Station, so built between Eleventh and Twelfth streets, on Poplar street, was operated by the railroad companies entering the cities of St. Louis and East St. Louis, until 1894. This station was opened in 1875;

The Union Depot Company of St. Louis was incorporated in pursuance of an act of the Legislature of the State of Missouri, which provided for the formation of companies in order to facilitate the public convenience and safety in the transmission of goods and passengers in large cities from one railroad to another, and to prevent the unneccessary expense, inconvenience and loss attending the accumulation of a number of stations. The act further provided that any railroad company or companies might incorporate such company and become stockholders thereof;

In 1875, the bridge and tunnel having been completed, and the terminals established in connection therewith by the Union Railway & Transit Company of St. Louis and the Union Railway & Transit Company of Illinois, as hereinbefore stated, the Union Railway & Transit Company of St. Louis undertook to provide, and did provide, locomotives and train crews for the handling of freight and passenger trains over the bridge and through the tunnel, and delivering the same to and for the various railway

lines in St. Louis and East St. Louis; and when the Union Station was completed, in 1875, the Union Railway & Transit Company also, for the railway companies terminating in the City of East St. Louis, brought their passenger trains into St. Louis and into and out of the Union Station in St. Louis, through the tunnel and over the bridge. This method of operating the bridge and tunnel, and the terminals connected therewith, continued until 1879, when, on the first day of January, of that year, the Union Railway & Transit Company of St. Louis and the Union Railway & Transit Company of Illinois leased all their properties, including their locomotives, to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, at an annual rental, with the right, upon the part of the lessees, to purchase the properties;

The terminal facilities provided, as stated, by the Union Railway & Transit Company of St. Louis, in the City of St. Louis, and by the Union Railway & Transit Company of Illinois, in the City of East St. Louis, proving inadequate for the demands of traffic, there was incorporated, under the laws of the State of Missouri, on February 25, 1880, the Terminal Railroad of St. Louis, for the purpose of constructing railroad tracks in the City of St. Louis connecting the tracks of the Union Railway & Transit Company of St. Louis, the Union Depot Company of St. Louis, the Tunnel Railroad of St. Louis, and all railroads entering, or to enter, the City of St. Louis, so as to provide the most ample and convenient connections, accommodations and terminal facilities in St. Louis for all railroads then, or thereafter, to enter St. Louis, and all parties doing business with such railroads. This company acquired small tracts of land between Twelfth and Eighteenth streets, and,

on the land so acquired, tracks were laid and connections made with the Union Depot, Union Railway & Transit Company and the various railway lines connecting with those companies. On February 23, 1880, there was incorporated, under the laws of the State of Illinois, the Terminal Railroad of East St. Railroad (referred to herein at times as Terminal Railroad of Illinois), for the purpose of connecting, in that city, the bridge approach and the tracks of the Union Railway & Transit Company of Illinois with the tracks of other railroads entering, or that might thereafter enter, the City of East St. Louis, the general object and purpose being to provide ample and convenient connections, accommodations and terminal facilities in and near the City of East St. Louis for all railroads then or thereafter entering that city; this company acquired lands in East St. Louis adjacent to the lands of the Union Railway and Transit Company of Illinois;

On March 3, 1880, the Terminal Railroad of St. Louis and the Terminal Railroad of East St. Louis, owning no motive power, but simply small parcels of land on which tracks had been constructed, leased their properties to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis at an annual rental based upon the cost of the properties and with the right, on the part of the lessees, to purchase the properties;

By virtue of the control of the properties of the two Union Railway & Transit Companies, and of the two Terminal Railroads acquired through these leases, the St. Louis Bridge Company and the Tunnel Railroad of St. Louis assumed the operation, through the tunnel and over the bridge, of the cars and trains of the various railroad companies entering the cities of St. Louis and East St. Louis, and connecting with

the leased and operated terminals. This method of handling trains and cars of the various railroad companies continued until July 1, 1881, when the St. Louis Bridge Company and Tunnel Railroad of St. Louis jointly leased their properties, and assigned their leases of the properties of the two Union Railway and Transit Companies, and of the two Terminal Railroads to the Wabash, St. Lous & Pacific Railway Company and the Missouri Pacific Railway Company, for and during the term of the corporate existences of the lessor companies, and of each of them, and of any and all renewals and extensions of such corporate existences; the lessees, agreed to pay by way of rental, the interest and principal of the $5,000,000 of bonds of the St. Louis Bridge Company, dividends at the rate of $5.00 per share for three years, and thereafter at the rate of $6.00 per share, on $2,490,000 of the first preferred capital stock of the Bridge Company, dividends at the rate of $3.00 per share, yearly, on $3,000,000 on the second preferred capital stock of the Bridge Company, dividends at the rate of $6.00 per share annually on $1,250,000 of the capital stock of the Tunnel Railroad of St. Louis, and all taxes and assessments upon the properties leased. By this lease the Wabash, St. Louis & Pacific and Missouri Pacific Railway Companies secured control of the bridge and tunnel, and of the grounds and tracks of the two Union Railway & Transit Companies and the two Terminal Railroads, and operated these properties thereafter until 1889. During this period the bridge and tunnel and terminal properties were operated by the Wabash, St. Louis & Pacific, and Missouri Pacific Railway Companies separately from their other properties. The operation of the bridge and tunnel and terminal properties consisted in the switching of trains and

cars through the tunnel and over the bridge for all railway companies in the cities of St. Louis and East St. Louis, connecting with terminals on either side of the river and desiring such service. The operation of the bridge and tunnel properties by these railway companies, as lessees, was not a source of revenue or profit, as the charges were at all times so regulated as to produce only revenue sufficient to pay the fixed charges, payment of which had been assumed under the leases, and the cost of operation. In 1889 Mr. Jay Gould, who was then in control, through stock ownership, of the Missouri Pacific Railway Company and of the Wabash Railroad Company) the successor of the Wabash, St. Louis & Pacific Railway Company), both of which companies had termini in the City of St. Louis, and were largely interested in the development and growth of the city, entered into an agreement, under date of October 1, 1889, with the Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Wabash Railroad Company, Ohio & Mississippi Railway Company (now the Baltimore & Ohio Southwestern Railroad Company), St. Louis, Iron Mountain & Southern Railway Company, Louisville & Nashville Railroad Company and the Missouri Pacific Railway Company, for the purpose of securing an efficient and economical system of handling freight and passenger traffic at St. Louis and East St. Louis, and enlarging and perfecting the system for handling such traffic. By the terms of this agreement, Mr. Gould, who had by individual purchase personally acquired the capital stock of the two Union Railway & Transit Companies, the two Terminal Railroads and the Union Depot Company, agreed with the railroad companies just named, parties to the agreement, to cause the Union Railway & Transit Company of St. Louis and

the Terminal Railroad of St. Louis to be consolidated as the Terminal Railroad Association of St. Louis (herein referred to as Terminal Association) and to cause to be conveyed to this consolidated company the property of the Union Depot Company and the capital stock of the Union Railway & Transit Company of Illinois, and the Terminal Railroad of Illinois, and to further cause a portion of the capital stock of the Terminal Railroad Association of St. Louis to be issued, in equal parts, to the six railway companies named, the remainder of the stock to be retained and to be issued to such other railroad companies as might thereafter desire to become parties to the agreement. The agreement further provided that Mr. Gould would cause to be transferred to the Terminal Association the leasehold interests of the Missouri Pacific Railway Company and Wabash Railroad Company in the bridge and tunnel above described. It was also provided that the Terminal Association should issue its bonds to the extent of $7,000,000, of which $5,000,000 should be used in payment for the purchase of the properties to be conveyed to and vested in the Terminal Association, and the remaining $2,000,000 should be used to purchase additional real estate and construct additional passenger and freight terminal facilities in St. Louis and East St. Louis. The railroad companies, parties to this agreement, were by a concurrent agreement granted the right in perpetuity of joint use with each other, and such other companies as might from time to time be admitted as proprietary lines of the Terminal Association, of all its properties, the use so granted to be appurtenant to each railroad company. The railroad companies, parties to this agreement, on their part, accepted in perpetuity the joint use of the property of the Ter-

minal Association, and agreed that the charges for the use so granted should be sufficient to pay the fixed charges provided for in the leases of the bridge and tunnel properties, the interest on the bonds given for the purchase price of the terminal properties, interest on such future sums as might be expended in the acquisition of additional properties, and to pay taxes and operating expenses. The agreement also provided for the subsequent admission, at any time thereafter, of any other railroad company desiring such admission. The fixed charges on the bridge and tunnel properties thus assumed by the Terminal Association were and are interest at seven per centum on $5,000,000 of bridge bonds, annual dividends of $6.00 per share on $2,490,000 of first preferred bridge stock, $3.00 per share on $3,000,000 of second preferred bridge stock, $6.00 per share on $1,250,000 of tunnel stock, and all taxes on these properties;

In pursuance of these agreements, the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis were consolidated on July 30, 1889, as the Terminal Railroad Association of St. Louis (herein referred to as Terminal Association). The lease of the bridge and tunnel properties was assigned (with the consent of the Bridge Company and Tunnel Railroad) by the Missouri Pacific and Wabash Railroad Companies to the Terminal Association, and, in this way, the Terminal Association, in 1889, became the owner of the properties of the Union Railway & Transit Company of St. Louis, the Union Depot Company, the Terminal Railroad of St. Louis, the owner of the stock of the Union Railway and Transit Company of Illinois and the Terminal Railroad of Illinois, and the lessee of the Eads Bridge and the tunnel, and

thereafter operated and does now operate the same in pursuance of the agreement just mentioned. The object and purpose of this agreement were to provide terminal facilities in the cities of St. Louis and East St. Louis, and for the switching of cars and trains between the cities, such use and service to be open, not only to the six railway companies parties to the agreement, but also, and upon like terms and conditions, to any and all other railroad companies desiring such use and service; the operation of the properties to be without profit to the stockholders of the Terminal Association, but for the purpose of furnishing convenient and ample facilities for the railway lines entering the cities of St. Louis and East St. Louis; and, in conformity with this object and purpose, the properties of the Terminal Association have been, since the formation of the Association, in 1889, so operated, and have at all times been, and now are, open to the use of all railway lines not members of the Terminal Association upon the same terms and conditions accorded the Proprietary Companies. No dividends have been declared or paid on any of the stock of the Terminal Association, and its charges have at all times been so regulated as to produce revenue sufficient only to meet its fixed charges and operating expenses, and make necessary alterations, improvements and repairs;

The properties, the control of which the Terminal Association acquired in 1889, consist of the bridge and tunnel, a small tract of land in the city of East St. Louis, near the east approach of the bridge, and a right-of-way some hundred feet in width extending from Eighth and Poplar streets, in the city of St. Louis, westward to about Twentieth street, and adjoining this right-of-way, various parcels of land, on which are located switches and sidetracks. With

these terminals, at that time, were connected, in St. Louis, the tracks of railways entering the city from the south and southwest, while the terminals in East St. Louis were connected with some of the railways entering the city, so that, by virtue of this control of the properties named, the Terminal Association, in 1889, was able to switch, for all railways connecting, trains and cars between Twentieth street, in the City of St. Louis, and a point near the Relay Station in the City of East St. Louis. Under date October 1, 1889, the Terminal Association executed its mortgage to the Central Trust Company of New York, trustee, securing $7,000,000 of four and one-half per cent. bonds, payable October 1, 1939; and, under date August 1, 1893, to the same trustee, a second mortgage securing $5,000,000 of five per cent. bonds, payable August 1, 1943. All of the first mortgage bonds were issued, and are now outstanding; $3,500.00 of the second mortgage bonds were exchanged for bonds issued by the Terminal Association under a consolidated mortgage dated November 10, 1894, to the Central Trust Company of New York, trustee, securing $12,000,000 of five per cent. bonds; of the authorized issue of $12,000,000 of these consolidated bonds, $5,000,000 have been issued, and are now outstanding, $3,500,000 taking the place of a like amount of second mortgage bonds. The proceeds of these bond issues were used, in part, for the purchase of the properties acquired from Mr. Gould, in the manner and at the time hereinbefore stated, and the remainder in the acquisition of properties, the construction of terminal tracks and facilities thereon, and in the construction of the new Union Passenger Station in the City of St. Louis, fronting on Market street, between Eighteenth and Twentieth streets, the construction of which was completed in 1894. This pas-

senger station is now, and, since its completion, has been, used by every railway line entering the City of St. Louis for receiving and discharging their passengers in the City of St. Louis. For such use of this station all railway lines are charged, without discrimination or preference, like compensation and without regard to membership in the Terminal Association, on a wheelage basis. Through such use of this station a passenger reaching the City of St. Louis on any railway line, and desiring to leave the city on any other railway line, effects the change for himself and baggage without leaving the station, and in this manner passenger traffic is promoted and encouraged;

The St. Louis Merchants Bridge Company was incorporated under the laws of the State of Illinois on April 4th, 1886, for the purpose of constructing a bridge over the Mississippi river at St. Louis, and on February 3, 1887, the Congress of the United States authorized this company, and any incorporated railroad companies associated with it, to build a bridge across the Mississippi river at some suitable point between the Eads Bridge and the mouth of the Missouri river. This Act of Congress provided that all railroad companies desiring to use this bridge should have equal rights and privileges for the passage of railway trains upon the payment of reasonable compensation, and, in the event of disagreement as to the compensation and terms of use, the matter should be determined by the Secretary of War. The bridge was completed and opened for operation in May of 1890, and is the structure referred to in the petition as the Merchants Bridge;

The St. Louis Merchants Bridge Terminal Railway Company (herein referred to as Merchants Company), was incorporated August 17, 1887, under the laws of Missouri, for the purpose of operating a rail-

road within the corporate limits of the City of St. Louis, from Eighth and Gratiot streets to the western approach of the Merchants Bridge, and, by ordinance of the City of St. Louis, approved in 1887, was authorized to construct its railway tracks over the route designated, and to receive from and deliver to any railroad company connecting with it all cars tendered, and to permit all railroads connecting with it to operate their trains, locomotives, engines and cars over its tracks, upon such terms and conditions as might be agreed upon; this ordinance also provided for arbitration in the event the parties could not agree, and, in default of arbitration, the railroad commissioners of the State of Missouri should determine the matter in controversy;

The tracks authorized by this ordinance were constructed, and, on February 1, 1889, the Merchants Company leased the Merchants Bridge, which was then under course of construction. This lease provided that all railroad companies desiring the use of the property should be entitled to the equal rights and privileges relative to the passage of trains thereon as were enjoyed by the lessee. As payment for rental, the lessee agreed to pay interest on $2,000,000.00 of the bonds of the Bridge Company, taxes on the bridge property, and three-fourths of the net income accruing from the operation and use of the bridge. On March 4, 1889, there was incorporated under the laws of the State of Illinois the Electric City & Illinois Railway Company, for the purpose of contructing a railway from the east approach of the Merchants Bridge, through Madison county, Illinois, to the City of East St. Louis. The name of this company was changed to Madison, Illinois & St. Louis Railway Company. This company constructed a line from the east approach of the Merchants Bridge to

Granite City, Illinois, but never constructed a line into the City of East St. Louis. This company was incorporated in the interest of the Merchants Company, and all of its stock is owned by that company. In 1893 the lease of the Merchants Bridge to the Merchants Company was cancelled and the bridge was leased to the Madison, Illinois & St. Louis Railway Company. Through this lease of the Merchants Bridge and its ownership of the stock of the Madison, Illinois & St. Louis Railway Company, the Merchants Company switches cars trains of cars from Seventh and Gratiot streets, in the City of St. Louis, to the levee or wharf, thence northwardly to Ferry street, in the City of St. Louis, and over the Merchants Bridge to Granite City, Illinois.

In order to secure funds for the erection of the Merchants Bridge and constructing the tracks of the Merchants Company and of the Madison, Illinois & St. Louis Railway, bonds were issued as follows: $3,500,00 of bonds of the St. Louis Merchants Bridge Terminal Railway Company, secured by mortgage dated October 1, 1890, to the St. Louis Trust Company, bearing five per cent. interest, payable semi-annually; $2,000,000 of bonds of the St. Louis Merchants Bridge Company, secured by mortgage dated February 1, 1890, to Farmers Loan & Trust Company of New York, bearing six per cent. interest, payable semi-annually; and $500,000.00 of bonds of the Madison, Illinois & St. Louis Railway Company, secured by mortgage dated October 1, 1891, to the St. Louis Trust Company, bearing six per cent interest, payable annually;

The operation of the Merchants Bridge, the Merchants Company and the Madison, Illinois & St. Louis Railway Company proved unprofitable, and in 1893 the Merchants Company was insolvent, having

a large floating indebtedness, and was unable to meet its obligations at maturity or pay interest maturing upon its own bonded indebtedness, that of the Madison, Illinois & St. Louis Railway Company, or upon the bonded indebtedness of the Merchants Bridge. The facilities so owned and controlled by the Merchants Company were separate and distinct from the system of terminals owned and controlled by the Terminal Association. The tracks controlled and operated by the Merchants Company were at right angles with the tracks operated by the Terminal Association—the tracks of the Merchants Company beginning at Eighth and Gratiot streets, in the City of St. Louis, and running to the river front northwardly and diverging to Hall street about four miles to Ferry street, there crossing the Merchants Bridge and continuing northwardly to Granite City in Illinois; while the tracks operated by the Terminal Association began at Twentieth street and Clark avenue, in the City of St. Louis, and extended eastwardly, through the tunnel and over the Eads Bridge, to a point near the Relay Station, in the City of East St. Louis, Illinois. There was no industry located at any point on the tracks of either company which was reached by the tracks of the other. The Merchants Company had no passenger station in the City of St. Louis, and did not connect in any manner with the Union Station or with any of the railway lines entering the City of St. Louis from the south or west, or with any of the railway lines entering the City of East St. Louis from the south or east;

In 1893 several of the railway lines entering, or about to enter, the City of St. Louis from the north, were desirous of reaching the new Union Passenger Station of the Terminal Association, which was in course of construction, while some of the railway companies entering the City of East St. Louis could

more advantageously reach the Union Station, in the City of St. Louis, if connections could be formed between the tracks of the Terminal Association and the Merchants Company, in such a way that trains and cars could, by continuous movement, pass between the Cities of St. Louis and East St. Louis over the tracks of these two systems. Much of the freight traffic coming into the Cities of St. Louis and East St. Louis was through traffic, destined to cross the Mississippi river at St. Louis. The facilities of the Terminal Association had become inadequate for the proper handling of the increased traffic, and it was manifest it would be greatly to the interest of all the railroads then entering the City of St. Louis or the Cities of East St. Louis, Madison, Granite City, Venice and East Carondelet, as well as of the public, if some arrangement could be effected whereby the two systems of terminals could be so connected and operated that freight traffic, through or local, between and in the Cities of St. Louis and East St. Louis, or destined to cross the Mississippi river, or destined from one railway to another, or to any industry located on the tracks of either of the terminal systems, or the tracks of any one of the railway companies, could be moved without change of motive power, and with a single charge for the service so performed, so that all industries in the Cities of St. Louis and East St. Louis, and located on the tracks of either system could have equally efficient switching service, and without discrimination, preference or advantage with respect to such service or the charges therefor. To this end and for this purpose, and to prevent the disintegration of the properties operated by the Merchants Company and to secure the use in common without discrimination for all railway lines of these properties, an agreement was

entered into on the 13th day of August, 1893, between the Merchants Company and the Terminal Association, whereby the Terminal Association agreed to guarantee payment of the $3,500,000.00 of bonds of the Merchants Company, and to purchase from the Merchants Company 4,384 shares of its stock, and advance to the Merchants Company a sufficient amount to enable it to meet its current and pressing obligations. At the same time that this agreement was entered into, the Terminal Association acquired other shares of the stock of the Merchants Company, so that the aggregate of the shares of stock thus acquired by it constitutes a majority of the stock of the Merchants Company. On its part the Merchants Company granted to the Terminal Association the right to operate its trains over all the terminal properties owned or controlled by the Merchants Company. The Terminal Association agreed to construct a line of railway connecting the Union Passenger Station with the Merchants Company, so that passenger trains might pass over the Merchants Bridge and into and out of the Union Station, and freight trains and cars passing over the Merchants Bridge and Merchants Company system, might connect with the tracks of the Terminal Association;

This agreement of August 13, 1893, between the Merchants Company and the Terminal Association was recorded in the office of the Secretary of State of Missouri at the time of its execution, and has continually been a matter of public record and general knowledge. In 1903 the State of Missouri, at the relation of the Attorney General, filed an information in the Supreme Court of the State of Missouri alleging the illegality of this agreement, and of the ownership by the Terminal Association of the stock of the Merchants Company; upon the hearing of this pro-

ceeding the Supreme Court of Missouri held that the acquisition and ownership by the Terminal Association of the stock of the Merchants Company was authorized by the laws of the State of Missouri, and was in harmony with the statutes of the State of Missouri, which made special provision for such ownership of stock, and control and operation by one terminal company of the tracks and facilities of other terminal companies;

The Wiggins Ferry Company is a corporation organized in 1853 under special act of the Legislature of the State of Illinois, entitled "An Act to incorporate the Wiggins Ferry Company," for the purpose of operating ferries across the Mississippi river at St. Louis. It is the owner of large tracts of land in the City of East St. Louis available for terminal uses, and is the owner of all the capital stock of the East St. Louis Connecting Railway Company, a corporation organized under the laws of the State of Illinois, in 1878, and which owns railway tracks along the river front in East St. Louis connecting with some of the railways entering that city. The Wiggins Ferry Company also owns all the stock of the St. Louis Transfer Railway Company, a corporation organized under the laws of the State of Missouri in 1884, and which owns railway tracks about six miles in length, between Arsenal street on the south, and Calvary avenue on the north. The tracks of the St. Louis Transfer Railway Company and of the East St. Louis Connecting Railway Company connect with the inclines of the Wiggins Ferry Company. The Wiggins Ferry Company owns almost the entire river front north of the Eads Bridge opposite the City of St. Louis and operates a number of ferry boats for transportation across the river of wagon traffic and freight cars. The lands of the Wiggins Ferry Company in

East St. Louis are very extensive and are so located as to be readily utilized for terminal facilities used in connection with the properties owned and operated by the Terminal Association in the Cities of St. Louis and East St. Louis;

In 1902 the Chicago, Rock Island & Pacific Railway Company, Missouri Pacific Railway Company, Louisville & Nashville Railway Company, St. Louis, Iron Mountain & Southern Railway Company, Wabash Railroad Company, Cleveland, Cincinnati, Chicago & St. Louis Railway Company, Baltimore & Ohio Southwestern Railroad Company, St. Louis & San Francisco Railway Company, then Proprietary Companies of the Terminal Association, and Pennsylvania Company (controlling the St. Louis, Vandalia & Terre Haute Railway Company, now Vandalia Railroad Company), with the object and purpose of causing the terminals of the Wiggins Ferry Company to be opened to the joint and equal use, upon like terms and conditions with themselves, of all railway lines then entering, or that thereafter might enter, St. Louis or East St. Louis, and which might desire such use, either for intrastate or interstate traffic, purchased the capital stock of the Wiggins Ferry Company; and negotiations were opened with the Southern Railway Company, Missouri, Kansas & Texas Railway Company, Chicago & Alton Railway Company, Illinois Central Railroad Company and Chicago, Burlington & Quincy Railway Company with a view of uniting all railway companies entering St. Louis or East St. Louis in the ownership and control in common of all the stock of the Wiggins Ferry Company, and for the admission of all non-proprietary lines into membership in the Terminal Association on the same terms and conditions upon which all the other lines had theretofore been admit-

ted. These negotiations resulted in the execution of agreements whereby the title to all the stock of the Wiggins Ferry Company was vested in the Proprietary Companies—other than the Vandalia Railroad Company—and in the Pennsylvania Company, as equal owners, and all the railway companies named, not then members of the Terminal Association, were admitted into membership upon the same terms and conditions as the other railway companies had heretofore been admitted, and were accorded, in common with such companies, equal joint use and benefit of all the terminals of the Terminal Association. At the time this agreement was entered into, the Terminal Association was contemplating the acquisition of a large amount of land in the City of St. Louis, making additions to and changes in its terminal facilities in St. Louis and the building of a belt line in the county of St. Louis for the purpose of connecting its facilities with the various railway lines entering St. Louis, to the end that traffic between such lines, as well as through traffic crossing the river at St. Louis, might be handled more expeditiously and thus avoid the delays incident to passing through the city. For this purpose the Terminal Association contemplated the issue of a large amount of bonds, to be secured by a general mortgage. The properties then owned by it being all incumbered and the properties to be acquired being not of sufficient value in thesmelves to form satisfactory security for the contemplated loan, it was necessary that such loan should be guaranteed, as to payment of interest thereon, by all the Proprietary Companies, and the payment of the principal by the pledge of all the stock of the Wiggins Ferry Company in such manner that the general mortgage would constitute a first lien upon such stock; and accordingly this general mortgage was issued, under

date of December 16, 1902, and $18,000,000 of bonds have been issued thereunder and are now outstanding. The main security for these bonds is the agreement of each of the proprietary lines to use, in perpetuity, the facilities owned and controlled by the Terminal Association, and the pledge of the Wiggins Ferry stock. The Terminal Association is under obligation to the proprietary lines to provide, from time to time, such additional terminal facilities as may be requisite for handling the traffic of these lines in the cities of St. Louis and East St. Louis. To enable the Terminal Association to carry out this obligation, and provide these facilities, the general mortgage just referred to provides for an issue thereunder of an aggregate amount of $14,000,000 of bonds, these bonds to be issued to the extent of $1,000,000 annually, beginning with the year 1906. It is the purpose of the Terminal Association to so issue these bonds and, with the proceeds thereof, increase its terminal facilities and re-arrange track connections and crossovers between all of the terminal properties, to the end that, so far as possible, such terminals may be operated as an entirety, traffic moved between all points for a single charge and without change of motive power, and all railway lines served equally and without discrimination with respect to promptness of service, charges and extent of facilities afforded. To this end, agreements were entered into between the non-proprietary railway companies named and the Terminal Association, which provided, among other things, that in consideration of the use granted thereby to the railway companies of all of the terminal properties of the Terminal Association, the railway companies accepted such use and agreed forever to employ these facilities for all railroad traffic controlled by them crossing the river at the

City of St. Louis, and guaranteed, each to the extent of its interest in the Terminal Association, payment of interest on the bonds which the Terminal Association had theretofore issued and which it was then about to issue. These agreements further provided that the tolls or charges of the Terminal Association derived from the operation of its terminals should be so regulated as to meet the fixed charges, taxes, maintenance and operation of its facilities, to the end that the properties of the Terminal Association might be operated at cost, and in the event of a deficit at any time in the revenue sufficient to meet such charges, each proprietary company would advance one-fourteenth of such deficit. As further security for the bonds of the Terminal Association, and as a guarantee of their agreement to make use of the properties of that company, the railway companies, owners of all the stock of the Wiggins Ferry Company, pledged that stock with the trustee in the general mortgage of the Terminal Association, and all of the stock of the Wiggins Ferry Company is now so pledged;

The necessity for the joint ownership and control of common terminals in all large cities, for the joint and common use of all railway lines entering such cities, has been recognized, and the development of such systems of terminals, fostered and encouraged by legislation in many states. The Congress of the United States has likewise recognized such necessity and has enacted laws, applicable to the District of Columbia, whereby the railway lines entering the city of Washington and engaged in interstate trade and commerce, are authorized to unite in the ownership, management and control of terminals in Washington City, for the joint use of all railway lines entering that city. In no other way can the through and local traffic in large cities be expeditiously or

economically handled, or the imposing of unnecessary charges upon such traffic be avoided;

The Terminal Association and the Merchants Company are each incorporated, as hereinbefore fully stated, under the laws of the State of Missouri, for the specific purpose of providing terminal facilities for railroad companies. For the incorporation and conduct of the business of such companies, the State of Missouri has by legislative enactement made special provision, giving to such companies power to build, maintain and operate terminal railroads and terminal facilities for the use of all railroad companies, to own and operate ferries and bridges, to construct tunnels, and to hold the stock and bonds of any company operated in connection with or forming a part of such terminal facilities.

As shown by the articles of association of the constituent companies forming the Terminal Association, and of the terminal companies whose stock the Terminal Association acquired at the time of the consolidation, and of the Union Depot Company, as hereinbefore fully stated, the purpose and object of the organization of these companies were to meet these well recognized requirements of railway traffic. In pursuance of this purpose and object, and to increase terminal facilities from time to time, as the demands of railway traffic have required, the Terminal Association has caused to be incorporated, and has acquired control of other terminal companies. Among the companies so incorporated are the East St. Louis Belt Railroad Company, which was incorporated under the laws of the State of Illinois in 1898, and which has constructed tracks connecting the tracks of the Madison, Illinois & St. Louis Railway with the tracks of the East St. Louis & Carondelet Railroad Company; the Illinois Transfer Railroad Company,

incorporated under the laws of the State of Illinois in 1889, which has constructed a connection between the tracks of the East St. Louis Belt Railroad Company on the north with the tracks of the Illinois Central Railroad Company on the south. In 1893 the Terminal Association asquired the stock of the St. Louis Terminal Railway Company and has since then caused the tracks of that company to be built from a connection with the tracks of the Merchants Company in North St. Louis to a connection with the Wabash Railroad Company in the county of St. Louis, in 1902 the Terminal Association acquired the stock of the St. Louis Belt & Terminal Railway Company incorporated under the laws of the State of Missouri, and is now causing to be constructed the tracks of that company, forming a connection between the St. Louis Terminal Railway Company and the St. Louis & San Francisco Railroad Company on the south and the Chicago, Burlington & Quincy Railway Company on the north, and with all intermediate railway companies; in 1900 the Terminal Association acquired the capital stock of the Granite City & Madison Belt Line Railroad Company, a company incorporated under the laws of the State of Illinois, for the purpose of constructing a belt line around Granite City; about seven-tenths of a mile of track has been built by this company; in 1903 the Terminal Association acquired all the stock of the East St. Louis & Carondelet Railway Company, which owns tracks connecting with the East St. Louis Belt Railroad Company and extending southwardly to East Carondelet; in 1903 the Terminal Association acquired all the capital stock of the Interstate Car Transfer Company, a corporation organized in 1896 under the laws of the State of Missouri, and which operates a ferry transfer between an incline of the

Chicago, Burlington & Quincy Railroad Company in the northern part of the City of St. Louis, and inclines of the Southern Railway Company;

The capital required for the construction and acquisition of the bridges, tunnel and the various terminal properties, operated and controlled as hereinbefore stated, has been largely secured, from time to time, by the issuing of bonds, and there are now outsanding a number of bond issues, secured by mortgages, affecting these terminal properties, as follows;

Mortgage of the St. Louis Bridge Company of April 1, 1879, to J. C. Rogers and C. E. Tracy, trustees, securing $5,000,000 of bonds maturing April 1, 1929, all issued and outstanding; first mortgage of the Terminal Railroad Association of St. Louis, dated October 1, 1889, to Central Trust Company of New York, trustee, (which has been succeeded as trustee by Standard Trust Company of New York, trustee), securing $7,000,000 of bonds payable October 1, 1939, all issued and outsanding; first consolidated mortgage, dated November 10, 1894, to Central Trust Company of New ork, trustee, securing $12,-000,000 of bonds payable August 1, 1944, of which $5,000,000 are issued and outstanding; general mortgage, dated December 16, 1902, to Central Trust Company of New York, and William Taussig, trustees, securing $50,000,000 of bonds maturing January 1, 1953, of which $18,000,000 are issued and outstanding;

Mortgage of the St. Louis Merchants Bridge Terminal Railway Company, dated October 1, 1890, to the St. Louis Trust Company, trustee, securing $3,-500,000.00 of bonds, payable October 1, 1930, all issued and outstanding and guaranteed, as to payment of principal and interest, by the Terminal Association; mortgage of the St. Louis Merchants Bridge Company, dated February 1, 1889, to the Farmers'

Loan & Trust Company of New York, trustee, securing $2,000,000.00 of bonds, payable February 1, 1929, all of which are issued and outstanding and payment of interest thereon, guaranteed by the Terminal Association; mortgage of the Madison, Illinois & St. Louis Railway Company, dated October 1, 1891, securing $500,000.00 of bonds, payable October 1, 1911, all issued and outstanding and pledged as security for notes of the Merchants Company, held by the Terminal Association;

Mortgage of St. Louis Terminal Railway Company to the St. Louis Trust Company, trustee, dated January 2, 1893, securing $1,500,000 of bonds, maturing January 2, 1943, all issued and outstanding;

As security for loans, all the stock of the Union Railway & Transit Company of Illinois, Terminal Railroad of East St. Louis (Illinois), East St. Louis Belt Railroad Company, St. Louis Terminal Railroad Company, Illinois Transfer Railroad Company, Granite City, Madison & Belt Line Railroad Company, St. Louis Belt & Terminal Railway Company and East St. Louis & Carondelet Railway Company, and 17,800 shares of the capital stock of the St. Louis Merchants Bridge Terminal Railway Company have been pledged, under the various above-mentioned mortgages of the Terminal Railroad Association of St. Louis, and the entire issue of the capital stock of the Wiggins Ferry Company, 10,000 shares, is also pledged to the Central Trust Company of New York, trustee, by the proprietary lines, other than the Vandalia Railroad Company, and Pennsylvania Company, to secure the bonds of the Terminal Association, and as a guaranty of the contract, upon the part of the proprietary lines, to make use of the properties of the Terminal Association;

While the properties of the Terminal Association

and its subsidiary companies, of the Merchants Company and its subsidiary companies, and of the Wiggins Ferry Company and its subsidiary companies, are now, and have at all times been, separately operated, no one of the systems is complete or adequate in itself, and for the purpose of making a more complete and perfect system of terminals, and, especially, for the more rapid and safe handling of trains, various track connections have from time to time, since 1893, been made between the tracks of thse different companies, and agreements have been entered into between them whereby, in some instances, the tracks of one company may be operated for all traffic passing in one direction, while the tracks of the other company may be used for traffic passing in the opposite direction, thus facilitating the handling of trains and the avoidance of accidents and delays. The operation of passenger trains through the tunnel is, at certain times of the year, attended with much complaint and some discomfort. If all the passenger trains of all the various railway lines crossing the river were required to pass over the Eads Bridge and through the tunnel, this passenger traffic, together with the large volume of freight traffic which must of necessity take this channel, would produce congestion and materially interfere with and restrain the traffic across the river. To avoid this physical discomfort to passengers, and the congestion of and delays to traffic, arrangements have been made between the Merchants Company and the Terminal Association for the operation, over the Merchants Bridge, of a considerable portion of the freight and passenger traffic which, in the absence of such arrangement, would pass over the Eads Bridge. These arrangements have been made possible only by reason of the control which the Terminal Association exercises, by

virtue of its ownership of the majority of the stock of the Merchants Company, in the conduct of the business of that company. Under like agreements between these companies, each is permitted the use of the facilities of the other, and such use of the facilities of each company by the other, must of necessity, be under one control and management. The effect of these arrangements and this method of operation not only largely increase the facilities of each company, but reduce the cost of operation, and, by reason of the economy so resulting from such operation, there has been a continued and steady decrease in all freight charges on interstate traffic; so that the tolls and charges for such traffic today, across the river, have been reduced from forty to sixty per cent;

In addition to the fourteen proprietary lines now using, and being required to use in perpetuity, under the contract hereinbefore mentioned, the facilities owned and controlled by the Terminal Association, there are other railway lines entering the cities of St. Louis and East St. Louis, which are engaged in interstate commerce. Between these lines and the proprietary lines there is an interchange of a large volume of traffic, a portion of which is interstate. Few of these railway lines connect directly with each other. All of the railway lines not members of the Terminal Association have been, and now are, granted the same use of all the facilities of the Terminal Association, on the same terms and conditions, that such use is granted to the proprietary lines; no distinction is made between a proprietary line and a non-proprietary line in the handling of traffic with respect to charges or services. All lines are upon an exact equality with respect to the use of all terminals. The purpose of so handling freight and passen-

ger traffic is to bring about economy in operation and expeditious interchange between all railway lines entering St. Louis and East St. Louis. The effect of this method of operation is to prevent any one line from securing an advantage or monopoly in the handling of freight or passenger traffic. No one of the terminal companies has any freight cars of its own or handles freight traffic on its own account. They receive freight only for some line with which they connect, and simply serve as a conduit through which the traffic of the various lines may pass in interchange. The Terminal Association is the only one of the terminal companies which has a passenger station in the City of St. Louis. In the passenger station of the Terminal Association every railway line entering the City of St. Louis receives and discharges its passengers; and for such use of this station all railway lines, without regard to membership in the Terminal Association, and without discrimination or preference, are charged like compensation upon a wheelage basis. Freight depots are maintained by each of the terminal companies where freight consigned to or from each railway line is received and delivered. Through the method of operation prevailing, freight destined for any line of railway may be received and delivered at any station of any one of the terminal companies, each terminal company acting as the agent of and serving equally all railway lines. Traffic between all large cities of the United States and the City of St. Louis is competitive. The method in which the terminals of St. Louis and East St. Louis are conducted, as herein stated, prevents any one railway line from obtaining any advantage over any other, with respect to facilities for the handling of its freight or passenger traffic in the City of St. Louis. The smaller railway lines

have the same facilities that stronger competitors might alone secure, and thus competition between all railway lines is encouraged, trade promoted and a monopoly avoided;

The method of operation of the terminal companies was never intended to result in profit to the owners, and there has never been, at any time, any profit in the operation. No dividends have ever been declared or paid on any of the stocks of any of the terminal companies or of their subsidiary companies. Now, and at all times tolls and charges are, and have been, so fixed as to cover only fixed charges, expenses of operation and maintenance, alterations, betterments and repairs;

None of the acts or matters complained of in the petition, which are herein admitted to be true, and none of the acts herein averred to have been done, has been in pursuance of any combination, conspiracy, contract or agreement to restrain or monopolize in any manner, or to any extent, interstate, trade or commerce. On the contrary, all of the acts complained of in the petition which are herein admitted to be true, and all of the acts averred in this answer to have been done, have been in pursuance of the object and purpose to create and develop in the cities of St. Louis and East St. Louis, and adjoining villages, a complete system of railway terminals, to be operated economically and without profit, for the joint and equal use upon like terms and conditions of all railway lines at any time entering either of the two cities, and thus foster and promote interstate commerce. In the carrying out of this purpose the effect has been, and must of necessity be, to avoid the creation of a monopoly in such commerce by any one railway company, or any number of railway companies;

The bonds of the terminal companies and the stocks of the St. Louis Bridge Company and Tunnel Railroad of St. Louis are held by many owners throughout the United States and Europe. The proceeds of these bonds have been used in the acquisition and development of the terminal properties mentioned in the petition. The main security for these bonds is the obligation of the proprietary lines to forever use these terminals for all traffic crossing the river at St. Louis, pay for this use such tolls and charges as will enable the Terminal Association to meet its operating expenses and interest on these bonds, and make good any deficit in revenue required to be made good for this purpose. This obligation of the proprietary lines has made possible the issue of these bonds and at a lower rate of interest than could have been otherwise secured, and has thus lessened the rates the Terminal Association charges for the use afforded and the service rendered, and diminished the traffic charge to the public. A large percentage of all charges made by the Terminal Association is paid and absorbed by the proprietary lines, and as there is no discrimination between the charges to the proprietary lines and outside companies, it is to the interest of the proprietary lines, through their control of the Terminal Association, to make these charges at all times as low as possible:

When the Terminal Association was formed, the Eads Bridge and the tunnel were under lease to two railway companies, and all the terminals in the City of St. Louis and East St. Louis connecting with the bridge and tunnel, were owned by a single individual who controlled the corporate action of the lessees of the bridge and tunnel. With the organization of the Terminal Association the control of these facilities passed to it, and, by the admission from time to time

of the various proprietary lines, today all of the main lines of railway in the United States have joint control and use of these facilities, which would otherwise be under the control of one individual or interest;

For the interchange, between the various railway lines, and continuous movement of interstate traffic in St. Louis and East St. Louis, there must of necessity be maintained a system of tracks connecting the different railways. Some of these railways have their termini in East St. Louis and others in St. Louis. The maintenance of this essential adjunct of railway commerce makes the co-operation of all railway lines indispensable. Of necessity the connecting links must be operated for the use and benefit of all. The practical operation of such a system requires a continuous movement; such continuous movement can only be effected under a single control and direction. The entrance by railway lines into the cities of St. Louis and East St. Louis has been effected with a view to the use of the terminals, as now constituted and operated, and the operation of these terminals as an entirety is essential to the proper and expeditious interchange of traffic between the various railway lines. In this manner each line has a direct connection with the others, and traffic from one to the others necessarily passes, in many instances, over the tracks of each one of the terminal companies. Tracks have been laid and track connections made with the special view of facilitating this interchange of traffic. Many manufacturing and industrial plants have been located and established upon the tracks of the several terminal companies, and large amounts of money expended in the construction thereof since 1893, because of the great advantage afforded shippers by reason of the railway

facilities furnished for switching to and from such establishments over all of the terminal systems for a single charge. Every industry or shipper located on any line of either terminal company is thus enabled to receive from and ship to any point on any line of railway in the United States, freight subject only to a single switching charge, and at the same time is given the benefit of competitive rates between all railway lines out of St. Louis or East St. Louis, and the cities adjacent, both on shipments coming to and going from said respective points;

While all the stock of the Wiggins Ferry Company is owned, in equal proportion, by the Pennsylvania Company and the fourteen proprietary lines (other than the Vandalia Railroad Company) the owners of this stock, who are, with the exception of the Pennsylvania Company, likewise owners of all the stock of the Terminal Association, have pledged the stock with the trustees in the general mortgage of the Terminal Association to secure its issue of $50,000,000 of bonds, as a guaranty of their contract to forever make use of the terminal facilities of the Terminal Association, and to pay for this use such charges as will enable that company to meet its operating expenses and interest on these bonds. Out of the proceeds of these bonds the Terminal Association has reimbursed the owners the amount expended in the purchase of the Wiggins Ferry stock and the Terminal Association is, in consideration of this reimbursement, granted, until the maturity of its general mortgage, the right to operate, and receive the revenue therefrom, all the properties of the Wiggins Ferry Company. The ownership of the stock of the Wiggins Ferry Company by each of the proprietary lines is incident to its membership in the Terminal Association. If any one of the proprietary lines abandons

the use of the properties of the Terminal Association, or defaults in its guaranty of the obligations of that company, its interest in the Wiggins Ferry Company passes to the other proprietary lines; so that, at all times, and until the maturity of the general mortgage bonds of the Terminal Association, all the properties of the Wiggins Ferry Company are open to the use of all the proprietary lines, thus making it impossible for any one railway company to secure the use of these properties to the exclusion of other companies;

At the time the Eads Bridge was completed in 1874, every railroad terminating on the east bank of the Mississippi river opposite St. Louis was owned by a company incorporated for the purpose of constructing and operating a railroad terminating on said east bank of the river, and every railroad entering St. Louis from the West was owned by a company incorporated for the purpose of constructing and operating a railroad terminating in the City of St. Louis. Prior to the opening of the Eads Bridge for traffic, no interchange of freight or passengers between the railroads thus terminating on opposite sides of the river could be made except by the use of team and wagons transported on ferry boats across the river, and no freight or passengers coming from the East over the railroads terminating on the east bank of the river and destined for the City of St. Louis could reach that city except by means of teams and wagons transported across the river on ferry boats. Every line of railroad on either side of the river had comparatively a short mileage, and the companies owning them were each and all without financial ability to defray the great cost of connecting their roads by means of a bridge across the river. The delays in handling freight and passengers, necessarily incident to the use of teams, wagons

and ferry boats were frequent and costly, and served in a great measure to retard the growth and development of the City of St. Louis, and to keep at a low ebb the traffic between the states lying east and west of the river that would otherwise naturally have passed through the St. Louis gateway;

The construction of the Eads Bridge alone could not and did not in the slightest degree relieve the situation. The west bank of the river is high, the east bank very low. The termini of all the western roads were some distance from the river; the height of the bridge made necessary a long and expensive approach on the east bank if connections were to be made with the railroads terminating on the east bank of the river. The scheme of a railroad through a tunnel was adopted to connect the western railroads with the bridge. But when all this had been done, terminal yards on either side of the river were absolutely essential to make possible the interchange of cars between the railroads, and there were needed freight stations in St. Louis for the handling of freight coming to that city from the East over the railroads terminating on the east bank of the river, or intended for shipment over those roads, and a passenger station in St. Louis for the accomodation of passengers that had been or were to be handled by the last mentioned railroads. The financial resources of the company which constructed the Eads Bridge were wholly exhausted in the building of the bridge; those of the Tunnel Company in constructing the tunnel and its railroad, and additional capital had to be obtained to do the other things which have been mentioned as necessary to make the bridge and tunnel available for use in the handling of freight and passengers. The formation of the several terminal companies, before mentioned in this answer

as having been incorporated in connection with the Eads Bridge, and the existence of numerous separate and diverse interests was the inevitable result. The use of the Eads Bridge did not have the effect of driving the ferry companies out of business; on the contrary, as the years passed, more railroads came to the east bank of the river opposite St. Louis, more came into St. Louis from the West, and those already in St. Louis were greatly extended through the South, Southwest, West and Northwest. St. Louis traffic proper, and traffic passing through the St. Louis gateway increased, and the ferry companies, as well as the terminal railroad companies,, were compelled to expend large sums in increasing their facilities;

The organization and operations of the Terminal Association made it possible to increase greatly the facilities for handling both freight and passengers. Large additions were made to the terminals and business tracks on both sides of the river. Numerous industrial establishments were erected and operated on these tracks, and access to all these establishments was given on equal terms to all of the railroads on either side of the river. The bringing together of all the disjointed and diverse interests under the single management of the Terminal Association resulted in the better handling of traffic, both freight and passenger, and, instead of restraining traffic, did much to stimulate and to facilitate the expeditious handling of it at a low charge;

The builders of the Merchants Bridge were confronted with difficulties of exactly the same character as those which confronted the builders of the Eads Bridge. The bridge alone was useless. The incorporation of companies to construct and operate connecting railroads on either side of the river was ab-

solutely essential. The financial resources of both bridge and connecting railroad companies became wholly exhausted. The bridge and its connecting railroads reached and accommodated territory and industrial establishments on both sides of the river which were not reached by the tracks of the Terminal Association, and a number of the railroads terminating on the east bank of the river could not reach the territory of the Merchants Bridge and its connecting railroads except over the tracks of the Terminal Association. The contract between the Merchants Company and the Terminal Association opened all the territory and industrial establishments reached exclusively by the Merchants Bridge and its connecting railroads to all the railroads on both sides of the river on equal terms, and gave all those industrial establishments unrestricted access to each and all of the railroads on either side of the river, and reduced the charges for handling freight to and from those estblishments;

The acts and doing of the said railroad companies forming the Terminal Association, as fully set forth and explained in this answer, have been and are in all respects lawful, and have not and do not tend in any way whatsoever to the restraint of trade or commerce among the several states or with foreign nations, and have not and do not monopolize, nor constitute an attempt to monopolize, any part of the trade or commerce among the several states or with foreign nations; on the contrary, each and all of the things done by the said railroad companies, as in this answer set forth, have been done for the sole purpose of furnishing those railroad companies with equal facilities for handling expeditiously, and at the least possible charge, all traffic, both freight and passenger, in which the City of St. Louis alone is concerned,

and also all traffic passing through the St. Louis gateway, and the sole result of all the things done as aforesaid, has been to enable all of the railroad companies whose railroads terminated on the east bank of the Mississippi river and in St. Louis, to interchange business across the river with greater promptness and economy, and to deliver and receive passengers at a Union Station in St. Louis, and to deliver and receive freight at numerous points and industrial establishments in St. Louis and on the east bank of the river, which otherwise they could not do;

The railroad companies in thus providing terminal facilities to be used by all on equal terms, have in no wise stifled competition as between themselves in the handling of either passengers or freight, but have simply made it possible for each railroad company to compete without restriction for both freight and passengers in an enlarged territory, made common to all on equal terms, so far as terminal facilities and charges for the use thereof are concerned; and every passenger and shipper or consignee of freight is given equal access to all of the railroads, and the opportunity to freely make selection of the railroad he will use;

Trans-continental traffic passes through various gateways, of which the City of St. Louis is one. Other such gateways are Kansas City, Omaha, Chicago, Minneapolis and St. Paul, Duluth, Memphis and New Orleans. At these gateways, connections are made between eastern and western lines of railway, forming through lines. The trans-continental traffic handled by these through lines is competitive. The facilities afforded by the Terminal Association, and operated with the other terminal properties referred to in the petition, and in the manner herein fully set forth, enables the through lines using the City of St. Louis

as their gateway, to compete with other through lines, using other gateways. The necessity of the use, in common, by railway lines converging at a river point of bridges at such points has been repeatedly recognized in acts of Congress authorizng the construction and operation of bridges by any number of railway companies in common, as the Eads Bridge and Merchants Bridge at St. Louis are operated in the manner stated herein. This use in common of the river crossings at St. Louis, and terminal facilities connected therewith, creates a competitive gateway for a number of lines of railway, and thus inures directly to the benefit of all shippers, in that it increases the number of competing railway lines;

The individual defendants named in the petition as holding each two shares of stock in the Terminal Association became such holders for the purposes only, and at the times, as follows: A. A. Allen, representing Missouri, Kansas & Texas Railway Company, March 24, 1903; S. M. Felton, representing Chicago & Alton Railway Company, March 24, 1903; A. J. Davidson, representing St. Louis & San Francisco Railroad Company, April 27, 1904; W. M. Greene, representing Baltimore & Ohio Southwestern Railroad Company, May 14, 1903; T. J. Harahan, representing Illinois Central Railroad Company, March 24, 1903; C. S. Clarke, representing St. Louis, Iron Mountain & Southern Railway Company, January 4, 1905; Benjamin McKeen, representing Vandalia Railroad Company, December 10, 1903; George E. Evans, representing Louisville & Nashville Railroad Company, January 4, 1905; C. E. Schaff, representing Cleveland, Cincinnati, Chicago & St. Louis Railway Company, May 4, 1903, T. C. Powell, representing Southern Railway Company, April 26, 1905; A. G. Cochran, re-

presenting Missouri Pacific Railway Company, June 22, 1904; the defendants W. S. McChesney, Jr., and Julius S. Walsh became the holders each of two shares of stock in the Terminal Association, respectively, March, 1903, and June, 1894, to qualify them as officials of the Terminal Association, and defendants V. W. Fisher and S. D. Webster are holders each of two shares of stock in the Terminal Association to qualify them as inspectors of its elections; H. C. Nutt, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Chicago, Burlington & Quincy Railroad Company; Henry Miller, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Wabash Railroad Company, and H. V. Mudge, not named in the petition, became the holder of two shares of stock in the Terminal Association in October, 1905, as representing the Chicago, Rock Island & Pacific Railway Company; the individuals named have no interest in any of the defendant companies named other than as just stated;

Deny all and all manner of unlawful combination and confederacy in the petition charged, without this, that there is any other matter, cause or thing in the petition contained, material or necessary to make answer unto and not herein and hereby well and sufficiently answered, confessed, traversed and avoided or denied, is true to the knowledge or belief of defendants;

All of which matters and things defendants are ready and willing to aver, maintain and prove, as this honorable court shall direct; and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

COMPLAINANT'S TESTIMONY.

Complainant produced 121 witnesses; the defendants produced one, whose direct examination covers 40 pages, and cross-examination over 300 pages.

Of the complainant's witnesses, twenty, chiefly shippers in St. Louis, testified as to delays in the service furnished by the Terminal Association. The names of these witnesses and the pages upon which their testimony may be found, are as follows:

Brachvogel, pp. 648-650; Clausen, pp. 332-335; Cramer, pp. 339-341; Field, pp. 569-570; Friedman, pp. 408-411; Haueisen, pp. 561-563; Henneberger, 422-429; 434-435; Hilliard, pp. 589-598; Hoffman, pp. 536-537; Lederer, pp. 645-648; McClure, pp. 459-470; McConnell, pp. 444-445; Millard, pp. 335-338; Orvis, pp. 222-223; Pommer, p. 470; Pullen, pp. 413-417; Rand pp. 668-670; Schopp, pp. 598-601; Stewart, pp. 610-619; Wulfing, pp. 344-363.

The testimony of these witnesses tended to show delays, more or less frequent, in handling freight cars across the river. We consider this testimony wholly irrelevant, but for the purposes of this cause we will concede that this testimony tended to show delays and, at times, unsatisfactory service.

Eleven witnesses testified as to preference, upon the part of certain shippers, for team service to railway service for the river crossing, and in some cases, dissatisfaction with team service. The names of these witness, and the pages upon which their testimony may be found, are as follows:

Baker, pp. 471-472, who was dissatisfied with the drayage charges of the St. Louis Transfer Company; Blankenmeister, pp. 229-236, who preferred team service to railway service for fruit jars, and who had

trouble with the Southern Railway Company over delayed shipment; Hermann, pp. 342-344, who preferred team service for groceries; Hornby, pp. 417-422, who had like preference; Knippenberg, pp. 236-237, who was of like mind and who thought the railway charges were enormous; Landau, pp. 438-444, who used team service; Linn, pp. 629-631, who found wagon service better for heavy steel safes; McCabe, pp. 551-552, a carriage dealer, whose goods were too bulky for shipment by train; Ross, pp. 429-434, who preferred teams; Schlapp, pp. 411-412, who preferred teams to railway service for groceries, and Stern, pp. 491-492, who employed teams.

According to the testimony of these witnesses, transportation over the river by wagon service was preferable to that of railway service, the reasons varying in cases, depending at times upon the location of the industry and at other times upon the character of the goods. We concede, for the purposes of this cause, though foreign to any issue, that, in certain cases, and in all cases if the complainant desires the concession, team service may be preferable to railway service.

Six merchants residing at points in Illinois testified that, although located nearer St. Louis than to Chicago, in most cases, quicker railway service was had from Chicago than from St. Louis. The names of these witnesses, and the pages upon which their testimony may be found, are as follows:

Cain, pp. 437-438; Haines, pp. 436-437; Hopper, pp. 435-436; Lehne, pp. 534-536; Madden, pp. 328-332, and Ward, pp. 494-504.

We fail to see the relevancy of this testimony, but concede that these witness did receive quicker service from Chicago than from St. Louis.

Six other witnesses testified as to the purchase of

a bridge across the Mississippi river near Alton, Illinois, known as the "Alton Bridge." The names of these witnesses, and the pages upon which their testimony may be found, are as follows:

Ball, pp. 643-645; 666-667; Davidson, pp. 637-643; Gray, pp. 698-710; Lowden, pp. 570-577; 671-672; Miller, pp. 275 278; 285-286; Whitaker, pp. 2448-2450.

It appears, from the testimony of these witnesses, that the Alton Bridge is owned by the Illinois & Missouri Belt & Railway Company, the stock of which is owned by eleven railway companies, namely, Rock Island; Frisco; Missouri Pacific; Iron Mountain; Missouri, Kansas & Texas; Wabash; Vandalia; B. & O. Southwestern; Louisville & Nashville; Big Four and Chicago, Peoria & St. Louis; that ten of these railway companies are members of the Terminal Association, and one is not, and four of the proprietary lines of the Terminal Association have no interest in the Alton Bridge; that the purpose of the acquisition of the Alton Bridge was to furnish a river crossing for freight which might conveniently take that route; and that there was no connection, present or contemplated, between the operation of the Alton Bridge and the bridges at St. Louis.

We fail to see any connection between the ownership of the Alton Bridge and the issues in this cause. No reference is made to the Alton Bridge in the pleadings, and the testimony shows that its ownership and operation have no possible bearing upon this cause.

Two witnesses testified with reference to a rumored understanding between the Wiggins Ferry Company, the Merchants Company and the Terminal Association, as to maintenance of rates or division of tonnage, in 1891. These witnesses, and the pages

upon which their testimony may be found, are as follows:

Baulch, pp. 123-138; 568-569, and Webster, pp 102-103.

It would appear, from the testimony of one of these witnesses, that, when the Eads Bridge was in the hands of a receiver appointed by the Federal Court, the earnings of this brodge, under order of that court, were pooled with the earnings of the Wiggins Ferry Company, and that later, in 1891, there was some understanding between the Terminal Association, the Wiggins Ferry Company and the Merchants Company as to division of tonnage. Just what the understanding was does not appear. Another witness, Mr. Scullin, testified that whatever the understanding was it was not adhered to.

By far the greater part of the record is devoted to the proceedings of the St. Louis Coal Traffic Bureau; St. Louis Eastbound Freight Committee; St. Louis-Cincinnati-Louisville Freight Committee; St. Louis and Belleville Committee, and various, divers and sundry other freight committees. Eleven witnesses testified as to the membership in these various associations and their proceedings. The names of these witnesses, and the pages upon which their testimony may be found, are as follows:

Denyven, p. 2519; Fitzgerald, pp. 619-624, and 2518; Fraser, pp. 164-177; 554-559; 689-692; 702-705, and 1294; Frink, pp. 1285-1294; Hart, pp. 659-662 and 2517-2518; Harwood, pp. 268-275; Haynes, pp. 678-682; Peachy, pp. 2519-2520; Powell, pp. 663-666; Taylor, pp. 652-659; 2294-2300, Voorhis, pp. 177-178.

From the testimony of these witnesses, it appears that there was an existence at the time of the institution of this suit, and for many years prior thereto, and there still exists, a number of associations composed

of the representatives of various railway lines, formed for the purpose of classifying freight and dividing up the United States into different territories for the purpose of determining and regulating the rates between different points. Among these associations, referred to in the record, are the Belleville and St. Louis Traffic Bureau; Central Car Service Association; Central Freight Association; Chicago and Ohio River Committee; St. Louis Coal Traffic Bureau; St. Louis-Cincinnati-Louisville Freight Committee; St. Louis Eastbound Freight Committee; Southern Freight Association; St. Louis Coal Traffic Association, and, possibly, others. Much of the record is devoted to the proceedings of these associations and correspondence between their officials. The purpose of this testimony, we presume, was to show that freight rates between many competitive points in the United States are made and fixed by these various associations. Of some of these associations many of the Proprietary Lines of the Terminal Association were members; many other members were not proprietary lines. Of two of these associations the Terminal Association was a member. Whether this evidence does or does not establish the fact that freight rates between competitive points are fixed by competing lines, it has no possible bearing upon any phase of this cause.

Six witness testified as to certain Mississippi river ferries operated by the Missouri Pacific Railway Company at Robert avenue, in St. Louis, and at what is known as Ivory Station. The names of these witnesses, and the pages upon which their testimony may be found, are as follows:

Bland, pp. 2317-2323; Campbell, pp. 2303-2308, and 2350; Creveling, pp. 2308-2313; Ferguson, pp. 2313-

2316; Schuyler, pp. 2325-2330; 2334-2339; 2502-2506; 2520-2527; Stevens, pp. 2330-2334.

This testimony tended to show that the Missouri Pacific Railway Company, or the St. Louis, Iron Mountain & Southern Railway Company, has at times operated ferries across the Missippi river with inclines on the west bank, at Robert avenue, in St. Louis, and at Ivory Station, near the extreme southern limits of the city, in connection with either the East St. Louis & Carondelet Railway Company or with the Belt Line of the Southern Railway Company, in the City of East St. Louis and in St. Clair County, Illinois. For the purposes of this cause, it may be conyears these ferries were so operated, thus furnishing separate methods of river transfer for certain classes of freight crossing the river and handled by the Mishouri Pacific and Iron Mountain, on the west, and some of the railways on the east.

Two witnesses, Buente (pp. 489-490) and Kahle (pp. 490-491), residents of Granite City, Illinois, testified that they occasionally received small parcels of package freight shipped from St. Louis to them by the Merchants Company. For the purposes of this cause, although not pertinent or material, it is conceded that such deliveries of freight were made.

Five witness testified as to the purchase and ownership of the stock of the Wiggins Ferry Company. The names of these witnesses, and the pages upon which their testimony may be found, are as follows:

Jones, pp. 138-145; Ramsey, pp. 242-268; 279-294; 374-408; Scullin, pp. 74-102; 547-549; 674-676; 2300-2302; Wade, pp. 367-374; Walsh, pp. 472-488; 492-512; 2273-2283; 2383-2401.

The answer sets forth fully all the facts as to the Wiggins Company: the ownership by thirteen of the proprietary lines of the Terminal Association, and

by the Pennsylvania Company, not a member, of all the stock of the Wiggins Ferry Company, the pledging of that stock by the owners, with the trustees in the general mortgage of the Terminal Association, as security for the bonds, and as a guaranty of the obligation of the proprietary lines to use, in perpetuity, the properties of the Association, and to make good any default in revenue sufficient to meet fixed charges and operating expenses. These facts are shown by the following witnesses:

Mr. Breckenridge Jones (pp. 138-145) testified that in 1902, as an officer of the Mississippi Valley Trust Company, he acted for that Company as agent of the Missouri Pacific, Wabash, Iron Mountain, St. Louis & San Francisco, Big Four, and the Pennslyvania Company in the purchase of stock of the Wiggins Ferry Company; learning that the Ferry stock was on the market he, representing the Trust Company, presented the matter of its purchase to Mr. Ramsey, at that time president of the Wabash, and Mr. Harding, of the Missouri Pacific, with the view of interesting them in the purchase of the Wiggins Ferry stock; that subsequently the other five railroads named became interested, and the Trust Company succeeded in buying something over 5,700 out of 10,000 shares of the Wiggins Ferry stock, which it delivered to the representatives of the seven roads.

Festus J. Wade (pp. 367-374) testified that he is president of the Mercantile Trust Company of St. Louis, which Company was employed by the Chicago, Rock Island & Pacific Railroad Company to purchase was authorized to make the purchase, and in a few days had purchased a controlling interest. Immediately upon authorizing the purchase Mr. Ramsey notified the other interests in the Terminal Associathe stock of the Wiggins Ferry Company, and that

negotiations were opened with Mr. John Scullin, president of the Wiggins Ferry Company, and resulted in the purchase of some thousand shares of stock, which was delivered to and paid for by the Rock Island Company.

Joseph Ramsey, Jr. (pp 242-268) testified that in April 1902, he being then president of the Wabash Railroad Company, and in New York, was advised that a controlling interest in the Wiggins Ferry Company had been purchased; that he at once advised Mr. George Gould that the Missouri Pacific, Wabash and Iron Mountain roads should purchase the Wiggins Ferry stock to prevent its property from passing to the control of a competitor of those companies, and thereupon the Mississippi Valley Trust Company tion, namely,—the Baltimore & Ohio Southwestern, Pennsylvania, Louisville & Nashville, Cleveland, Cincinnati, Chicago & St. Louis and St. Louis & San Francisco Railroad Company, of what he had done and proposed to them to join in the purchase of this stock, each taking an equal interest. The other interests accepted the proposition and became co-purchasers of the stock; the sole object which induced the purchase of this stock was to prevent any one railroad from obtaining control of the Wiggins Ferry property and putting that road in a position to exclude other lines from the use of its properties and access to the industries located on or adjacent to the Wiggins Ferry properties; no objection was had to the admission of the Rock Island, but the objection was to the Rock Island, or any other company, securing control of valuable terminals which had been heretofore open to all lines, and shutting out other lines from the use of these terminals; the object of the purchase being to make the terminals of the Wiggins Ferry Company open on exactly the same terms

to outside companies as well as the members of the Terminal Association. Immediately upon securing control of the Wiggins Ferry stock the proposition was made to the Rock Island to become a member of the Terminal Association and share with the other members in the purchase of the Wiggins Ferry stock, which proposition was accepted. The only argument witness used with the other lines was that the Wiggins Ferry property should be kept open for the use of all railroads reaching St. Louis, and should not be kept open for only the Wabash or the Missouri Pacific, and that no one railroad should have control of the Wiggins Ferry property; that so long as the Wiggins Ferry terminals were open to all railroads no railroads desired to purchase, and its purchase became desirable only when one road was about to acquire the property and exclude all others.

Mr. Walsh (p. 481) testified that the stock of the Wiggins Ferry Company is owned in equal parts by all of the Proprietary Lines other than the Vandalia, and by the Pennsylvania Company, and all of the stock was deposited as security under the general mortgage of the Terminal Association.

Six witnesses testified as to passenger rates throughout the country and as to various passenger associations formed for the purpose of dealing with such rates; the pages of the record on which this testimony is found and the names of the witnesses are:

Chesbrough, (pp. 2450-2457) who explains the rates between New York and St. Louis, and St. Louis and New York, over the Vandalia road; Hannegan (pp. 2490-2495 and 2529-2538), testified that he was chairman of the Southwestern Excursion Bureau, validating agent of the St. Louis Association of General Passenger Agents, and secretary of the St. Louis

Local Bureau of the Western Passenger Association, and explained the functions of these associations; Hilton (pp 2474-2480), testified also as to the associations of passenger agents ;Lusk, (pp. 2515-2517) testified that the Diamond Jo line, a steamboat line operating between St. Louis and St. Paul, is a member of one of the passenger associations; Payne (pp. 2480-2487 and 2513-2514) testified as to passenger agents association; Townsend (pp. 2495-2502 and 2507-2513) testified with reference to the various passenger agents associations.

This testimony tended to show that there was an understanding between the various railways of the country as to fixing of passenger rates; but this is foreign to any issue in the case.

David R. Francis (pp. 34-69) testified as to his connection with the Merchants Company and the St. Louis Merchants Bridge Company, as to the purchase by the Terminal Association of stock of the Merchants Company, and the ownership by the Merchants Company of all the stock of the Merchants Bridge Company; that in 1893 these companies found themselves unable to pay interest on their bonds and unable to obtain loans for this purpose; that while in this position on offer was made, which he supposed came from the Burlington Railroad, for purchase of stock of the Merchants Company, which witness entertained, as the company was financially embarrassed and a receivership was imminent, which might have proven disastrous to the business interests of St. Louis; accordingly, a sale was made.

These are substantially the facts as stated in the answer.

So far we have endeavored to classify the witnesses with reference to the nature and purport of their

testimony. A number of other witness were introduced, testifying to other matters as follows:

Boehmer (pp. 2503-2507), that he paid regular rates on his coal shipments.

Burr (pp. 237-240), change in coal rates over the Illinois Central.

Carr (pp. 2292-2293), and Dubois (pp. 2283-2292 and 2342-2349), as to controversies between the Consolidated Coal Company and certain railway companies as to overcharges.

Connor (p. 512), moved his plant from St. Louis to Granite City, to get cheaper coal.

Conrades (pp. 631-637), reduction of coal rates.

Couchman (pp. 565-568), cutting of rates by Interstate Car Transfer Company.

Crundon (pp. 362-367), used only the ferry for his trans-river business.

Curtis (pp. 2323-2325 and 2339-2341), furnished statement as to business of Ivory Ferry.

Daley (pp. 240-241), no complaint as to service.

De Figueiredo (pp. 304-326) described the properties and operation of the St. Louis Transfer Company (wagon transfer).

Ehler (p. 223), as to methods of handling freight by teams.

Elliott (pp. 670-671) as to discrimination in coal rates from Illinois points to East St. Louis.

Fisher (pp. 515-520, 672-673 and 2381-2383) as to issue of tickets for Granite City and Madison, Illinois, via Merchants Company.

French (pp. 238-339), an automobile dealer, moved to Peoria, Illinois, because of the rate on automobiles.

Gathright (pp. 2446-2447), furnished statement as to business of the Wiggins Ferry.

Grosclose (pp. 587-589), that the Missouri, Kansas & Texas Railway Company had a special arrange-

ment at one time with the Interstate Car Transfer Company as to rates.

Handelman (pp. 564-565), that some unknown man representing some railroad that he could not remember, solicited business for the St. Louis Transfer Company.

Harris (pp. 676-677) as to a twenty per cent. per ton rate on coal.

Hendricks (pp. 520-523), as to an agreement made in 1881 between the Wiggins Ferry Company and the St. Louis Transfer Company as to rates for ferry service.

Heuer (pp. 577-584), as to servants and officers who were common to the Merchants Company and Terminal Association.

Ives (pp. 2469-2474), as to absorption of switching charges.

Johnson (pp. 2401-2406), explained the methods of keeping freight accounts.

Lockwood (pp. 552-553) had no knowledge as to rates.

McEwing (pp. 526-530) perferred Illinois to St. Louis as a location for a brick plant.

Nichols (pp. 601-608) gave location of coal mines on Big Four Railroad.

Parks (pp. 2527-2529), interrogated as to division of rates in handling of Government troops.

Peabody (pp. 178-179), had no knowledge with respect to St. Louis Coal Traffic Bureau.

Peachy (pp. 2519-2520) produced coal tariffs of the Illinois Railroad.

Putman (pp. 523-524), made rates for the Wiggins companies to certain wagon transfer companies.

Rhodes (530-531) and Stohlman (532-534) complained of allowances made by certain railroad companies to certain wagon transfer companies.

Roach (pp. 2363-2380) explained the working of the Central Car Servie Association with reference to demurrage charges.

Standard (pp. 513-515) found Alton preferable to St. Louis as a location for a flour mill.

Stith (pp. 624-628), interrogated as to movements of coal from points on the Illinois Central Railroad via Ivory Ferry.

Traxel (pp. 650-651) complained of discriminations by railroad companies in favor of certain wagon transfer companies.

Waddell (pp. 2458-2468) estimated the cost of reproducing the Eads and Merchants Bridges.

The last thirty-eight witnesses named have touched upon thirty-five different matters, not one of which has any connection with the issues in this case. To illustrate:

How are the issues affected by the fact that Boehmer, a coal shipper, paid regular rates; that the Illinois Central had changed its coal rates from certain mines to East. St. Louis; that the Consolidated Coal Company asked certain railroads for a refund of overcharges; that certain shippers preferred small towns in Illinois to St. Louis as desirable locations for manufacturing plants; that at times Interstate Car and Transfer Railway Company departed from its regular tariff rates; that a certain shipper located near the levee used the ferry in preference to bridges, and that another shipper had no complaint to make as to service? What connection has the following,—the manner in which the St. Louis Transfer Railway Company conducted its business; how freight was handled by teams; that there was discrimination in coal rates from points in Illinois to East St. Louis; that passengers were carried on the Merchants Terminal to Granite City; that the tonnage of the Wig-

gins Ferry was a certain amount between certain dates; that some stranger had solicited business for the St. Louis Transfer Company; that the Merchants Company and Terminal Association had in common certain officers; that the Wabash Railroad absorbed certain switching charges; that freight accounts were kept in a certain way; that a certain witness had no knowledge of rates; that coal mines were located at various points on the Big Four Railroad; that certain roads pooled earnings from the transportation and handling of Government troops; or that certain railroad companies made allowances to certain wagon transfer companies; that under the laws of Missouri, railway companies are entitled to make a demurrage charge?

The remaining witnesses for complainant testified to facts as follows:

Kavanaugh (pp. 537-545; 2349-2362, and 2416-2421), testified as to the property and business of the Interstate Car and Transfer Company and the purchase of the stock of that company by the Terminal Association (set forth in the answer); the ownership at one time by the Wiggins Ferry Company of street car franchise in St. Louis; the purchase by the Terminal Association of the St. Louis Belt & Terminal Railway Company and the advantages resulting from such a union of terminals.

McKeen (pp. 2487-2490) testified as to the per car charge by the Merchants Company and the Terminal Association for movement of passenger cars over the bridge.

Morgan (pp. 216-221) testified as to the growth of the commerce of the City of St. Louis.

Penney (pp. 179-215) and 2538-2539) testified that he was both traffic manager of the Terminal Association and commercial agent for the Merchants Com-

pany; that the two companies had the same rates and that freight crossing the river at St. Louis was handled over the route of least resistance; that no connection had existed between the tracks of the Terminal Association and Merchants Company prior to the purchase by the Terminal Association of the stock of the Merchants Company; that these companies had no shipping points in common; that about 7,000 freight cars were handled daily; as ti the advantages resulting from the union of terminals; and as to general reduction in freight charges.

Pitzman (pp. 16-18, 21-34, and 69-74) described a map which he prepared showing the location of the different terminal properties, the termini of the various railroads in St. Louis and East St. Louis, their connections with the terminal properties and the dates of organization of the different terminal companies.

Sands (pp. 145-164) testified that during his connection with the Wiggins Ferry Company it usually met the rates fixed by the Terminal Association; that there was no agreement as to rates or any physical connection between the properties of the Terminal Association and the Wiggins Ferry Company, and that the three main terminal companies served different business districts.

Sarber (pp. 445-459) testified that in the interests of certain labor organizations the Merchants Terminal operated passenger trains from St. Louis to Granite City for the use and accomodation of employes of industries at Granite City.

Vinnedge (pp. 2421-2445) auditor of the Terminal Association produced a number of statements called for by complainant giving the earnings of the various Terminal Companies, proceeds of bond sales, commissions on such sales and disbursements.

Walsh (pp. 472-488; 492-512; 2273-2283, and 2383-2401), chairman of the Board of Directors of the Terminal Association and Mississippi Valley Trust Company, testified as to the various leases and operations of the Terminal properties from inception; as to the agreement of Mr. Gould, set forth in the answer, as to the ownership of the Ferry stock, as stated in the answer, and described the properties of the Wiggins Ferry Company and of two belt lines,—The St. Louis Terminal Railway Company and the St. Louis Belt & Terminal Railway Company; the operation of the Union Station; the bond issue of the Terminal Association; the ownership of stock of the Merchants Company; purchase of the East St. Louis & Carondelet Railway Company, the admission of the Proprietary Lines and the purchase of the Interstate Car & Transfer Company.

Joseph Ramsey, Jr., abstract of whose testimony is given above with respect to the purchase of the Wiggins Ferry stock, testified with respect to other matters, as follows:

Mr. Ramsey came to St. Louis in 1893, to accept the position of General Manager of the Terminal Association,—having represented the Big Four in the Terminal Association since 1890,—and continued his connection with the Terminal Association until December, 1895, when he became General Manager and Vice President of the Wabash road, which position he held for ten years.

When Mr. Ramsey came to St. Louis, in 1893, the properties of the Terminal Association consisted of the East St. Louis properties, lease of the bridge and tunnel, Union Station, and properties in Mill Creek Valley in St. Louis, connecting with railroads in that valley. During Mr. Ramsey's managership the affairs of the Merchants Company were controlled by

its own directors. The Terminal Association acquired stock in the Merchants Company in 1893, and there was no arrangement for controlling rates over the Merchants and Eads Bridges, but the rates were practically the same over the two bridges and also over the Wiggins Ferry, with the exception of some special rates which the Merchants Company had with the Vandalia and Louisville & Nashville. There was no apportionment of tonnage between these three company, although there was a general understanding between them that the tonnage, as handled by the respective companies, should continue in order to prevent cutting of rates and payment of rebates, and returns of the companies were made showing the amount of traffic handled by each, and billing. This arrangement did not continue very long, probably a year or two, and there was no method of enforcing it. The purpose of the arrangement was simply to maintain the open published tariffs. Under this arrangement there was no controlling of traffic—no one of the terminals refused to accept any traffic and each accepted the traffic offered to it. The purpose of the arrangement was to prevent improper or illegal methods.

Mr. Ramsey further testified that when he was connected with the Terminal Association there were six Proprietary Lines, each having an equal interest, but now there were fourteen. When the Terminal Association was organized, in 1889, it was expected that seven roads would come in, of which the Pennsylvania was one, but this road did not come in until later, and the Rock Island, Frisco and Missouri, Kansas & Texas came in, making, with the Pennsylvania, ten Proprietary Lines. Then in 1903 the Burlington, Chicago & Alton, Southern and Illinois Central came in, making the fourteen Proprietary

Companies. That from the very beginning of the Terminal Association all lines had been invited and urged to take an equal interest in the Terminal Association, so that the terminal facilities here would be open to all roads, and not controlled by any one particular road or interest. Such was the plan to be carried out, and Mr. Ramsey had much to do with bringing in the other lines. More roads came in on the east side of the river than on the west,—East St. Louis being the terminus of the Eastern lines. Originally goods were billed over these Eastern lines to East St. Louis and the billing either delivered to the St. Louis Transfer Company or to the shipper who had the option of having his goods delivered in St. Louis either by his own wagons, the wagons of the Transfer Company or by the Terminal Association. On through freight the rates divided on East St. Louis, and the western roads paid the river transfer. As neither the eastern nor the western lines had any direct connection they had to employ a wagon transfer company or transfer the cars to St. Louis by the ferry or one of the bridges, just as roads entering Chicago have to pay a switching road for delivering freight from one to the other.

Mr. Ramsey testified that the properties of the Terminal Companies were operated not as railroads, but simply as switching roads, furnishing terminals and acting as transfer agents, and while similar arrangements are made elsewhere, none were so extensive as at St. Louis. In Chicago the Western Indiana Company, the stock of which is owned by five roads, is operated on exactly the same basis as the Terminal properties at St. Louis. Nowhere else is there such an extensive and general application of the single terminal proposition as at St. Louis, where, through the three terminal companies, any

one road can reach any point, or any industry, in the city on equal terms. In this St. Louis has a decided advantage, so far as the convenience of handling traffic, so far as the shipper being able to control the routing of his traffic by any road he may see fit, and so far as operation of the railroads is concerned. This arrangement results in economy of service, one charge taking the place of half a dozen, the service is better, and competition is greater, all lines have access to each industry. To illustrate: In Pittsburgh, any industry located on the line of the Pennsylvania road may have traffic for St. Louis which it desires to ship by the Baltimore & Ohio,—the Pennsylvania Company offers to take the shipment to St. Louis, but will decline to switch the shipment for the Baltimore & Ohio, or any other road. In St. Louis the shipper can take any road he desires and any road can reach any industry located on the properties of the Terminal Association or the Wiggins Company or the Merchants Company.

With respect to service to outside lines, Mr. Ramsey testified that all the terminals in St. Louis were open to any road, whether a member of the Terminal Association or not, on exactly the same terms and conditions as to rates and usage; that there was no advantage to the owner of stock in the Terminal Association, but a burden on him which the outsider did not bear; the owner guarantees, under certain conditions, the fixed charges of the Terminal Association, while the outsider has no such obligations and yet uses the facilities on the same terms. If he were building a railroad to St. Louis he would not bother about terminals,—he would reach some point within four or five miles of the city and would have access to all the terminals without putting up a

dollar or doing anything more than making connection with one of the terminal properties. All the roads terminating in East St. Louis are members of the Terminal Association except the Chicago, Peoria & St. Louis and Clover Leaf. The business of these two roads is handled on exactly the same terms and conditions as that of the Proprietary Lines; and these two roads have been invited to become members of the Terminal Association. If anything, the outside roads always had a little more interest shown them than was shown to the Proprietary Lines, to induce the outside lines to bring their river transfers to St. Louis. Mr. Ramsey testified that every railroad coming into East St. Louis had its terminus on the east side of the river, while every railroad coming into St. Louis had its terminus on the west, and the lines coming from the north terminated on the north side of the Cities of St. Louis and East St. Louis. and the lines coming from the south terminated on the south side, and that no line entering East St. Louis or St. Louis, from any direction, could form a through line except through a connection furnished by the tracks of one of the terminal companies; but by means of these connections every line coming into St. Louis or East St. Louis is enabled to make a through connection with every other railroad, thus forming a through line, and any new railroad desiring to enter St. Louis and reaching any outlying tracks of the terminal companies, has immediate connection with all other roads and with every industry in East St. Louis or St. Louis; and any industry accessible to any railroad track or railroad terminal in East St. Louis or St. Louis has access, through the properties of the terminal companies with every railroad entering either city. The same is true of passnger, mail and express traffic.

Mr. Ramsey further testified that there had been a continual effort to develop, increase and add to the terminal properties. Additional lands had been bought and new tracks put in, and a passenger station erected at an expense of about $6,000,000. That there had never been any purpose to operate the terminals for profit, the object being to make both ends meet, and in some years the revenue was not sufficient to meet the expenses, the deficit being carried on borrowed money until bonds were sold.

Mr. Ramsey testified that the development of terminals was one of the most important factors in, and must keep pace with, the growth of the City of St. Louis. St. Louis is a growing gateway, the percentage of through traffic increasing more rapidly at St. Louis than anywhere else, and that this increase of traffic can only be met by keeping the terminals open to all railroads.

Mr. Ramsey further testified that the Terminal Association ran no passenger trains, and handled no passengers, on its own account, but merely furnished facilities and transferred the trains of other companies, the railroads furnishing their own trains and cars and the Terminal Association furnishing engines to handle the trains, in some instances, in others the roads themselves operating the trains with their own motive power, using simply the tracks of the Terminal Association. The Merchants Company ran some trains of its own, for workmen living in St. Louis and employed at Granite City.

As to location of facilities, Mr. Ramsey testified that the Terminal Association owns all of the yards, team tracks, warehouses and passenger stations in Mill Creek Valley, except those owned by the Missouri Pacific, Wabash or Frisco, and its terminal properties extend from Manchester Road through

Mill Creek Valley to the tunnel; in addition to these, it has north and west belt lines reaching around and connecting with the railroads west and north of St. Louis; but has no property in the City of St. Louis north of the Eads Bridge; the Wiggins Ferry Company has tracks along the levee and yards in South St. Louis and North St. Louis, reaching connecting lines along the river front, while the Merchants Company has a yard at Gratiot street and an elevated track extending northwardly.

With reference to the reports (introduced in evidence) of the Municipal Bridge & Terminals Commission, Mr. Ramsey verified the growth of the commerce of the city as detailed in these reports, and he concurred in the report of this commission to the effect that the two sides of the river are so interdependent, as to form, in fact, a single traffic and manufacturing district, and that as space in large cities available for factories and terminals becomes more and more limited, and more costly, friction in handling terminal work and duplication should be reduced to the minimum. Referring to these reports, Mr. Ramsey said:

> "I certainly agree with Messrs. Moore and Perkins in the staement that one terminal by itself, a terminal operated by one management, practically, and in the interests of all the railroads, is better for the City of St. Louis, better for the railroad companies, and better for the development and handling of their traffic, than a half dozen independent operations, one covering one portion of the town, and another covering another portion of the town, and so on, requiring a duplication of switching and a duplication of charges. In my opinion, as a railroad man, and without the slightest interest, personally, officially, or otherwise, today, in St. Louis terminals, that is the best sort of terminal fa-

> cilities for the City of St. Louis, open to all, under one general management, with proper charges, and plenty of facilities for the handling of the traffic promptly and rapidly. St. Louis is and will be the greatest gateway between the east and west, and all it requies is proper terminal facilities."

Speaking of the Terminal Association Mr. Ramsey said:

> "The company was really organized, I believe, in December, 1889, or about that time; and I know, from my own direct connection with it, and I think I had considerable to do with the matter from that time on, that the sole object of the railroads interested was to furnish terminal facilities for themselves and all the lines in St. Louis, that would develop, aid and foster their traffic in and around St. Louis; and they could only secure traffic here by treating it properly, furnishing it proper facilities, and by encouraging the movement of traffic through St. Louis from the east and west."

With reference to the operation of the terminal properties, Mr .Ramsey testified that there had never been paid any dividends to the stockholders of the Terminal Association, nor was it contemplated that any dividends would ever be paid. Whatever surplus earnings it may have, if any, goes into the property. The Terminal Association cannot, out of its own earnings, provide for additional facilities and money is being constantly raised through bond issues, guaranteed by the Proprietary Lines. These bonds have been sold to the public, and none of them are held by the Proprietary Lines, which lines pay exactly the same charges as paid by the public for the use of the properties.

As to connection between the properties, Mr. Ram-

sey testified that the Terminal Association and the Merchants Company, segregated, did not reach any common point until the Terminal Association, in 1894, built a connection enabling the Merchants Terminal to reach the Union Station. It would be practically impossible to have two separate, distinct terminal companies in St. Louis and East St. Louis, covering the same territory.

As to the Alton Bridge, Mr. Ramsey testified that this bridge was bought by the Wabash, Missouri Pacific, Iron Mountain, St. Louis & San Francisco, Rock Island, Vandalia, Louisville & Nashville, Baltimore & Ohio Southwestern, Cleveland, Cincinnati, Chicago & St. Louis, Missouri, Kansas & Texas and Chicago, Peoria & St. Louis. This bridge was purchased for the purpose of keeping open a contemplated outside belt or delivery line between the roads on the east and the roads on the west, without having to pass through the St. Louis gateway. When the purchase was made consideration was had of the immense traffic expected by reason of the World's Fair to be held at St. Louis, and it was evident to the roads interested that the traffic through St. Louis was continuing, and would continue, to grow rapidly and it would be necessary ultimately to have an outside belt. The west belt of the Terminal Association was being built and would reach a point within about seven miles of the Alton Bridge, or a connection with that bridge. The distance from West St. Louis to Alton is shorter than through St. Louis and East St. Louis and thence by the east bank of the river. At Alton there are four or five principal roads from the north and east and an outer belt was contemplated from east of East St. Louis to Alton. The Terminal Association has no connection in any manner with the Alton Bridge.

Mr. John Scullin, who testified as to the sale and purchase of the Wiggins Ferry Company stock, also testified with reference to the character of business done by the Terminal Companies, and the advantages of union terminals, as follows:

Neither the East St. Louis Connecting Railway Company nor the St. Louis Transfer Railway Company, subsidiary companies of the Wiggins, operate any trains of their own cars. They provide motive power for cars furnished by the railroads with which they connect,—their business is simply a switching business.

Mr. Scullin further testified that he had been intimately connected with railroads, and the operation of railroads, for many years, and that where two independent railroads connect, and cars are to be delivered by one to the other, the custom is to have a delivery track for the exchange of cars, upon which cars to be delivered are placed to await the convenience of the receiving company, and where, before receiving, the cars must be inspected. Assuming that the Terminal Association had connection with the St. Louis Transfer Railway Company, and a car was to be exchanged between the two companies, the rule of operation would be that notice should be given to the receiving company that the car had been placed upon the delivery track; the receiving company would then inspect the car, and if in good order, receive it and deliver it to its connection. The Terminal Companies are switching lines, doing no general railroad business in the way of offering cars for service and handling trains, but are common carriers of the railroads entering St. Louis and East St. Louis. These Terminal Companies, being under one management can be much more conveniently and economically,—as far as service to the public is concerned,—conduct-

ed than if they were disconnected into a dozen different lines. Under consolidated operation a car moves from any point on one system to any point on the other system without change of motive power or car inspection.

As to the properties of the Wiggins Ferry Company, Mr. Scullin testified that it owns a large amount of property on the river bank in East St. Louis on what is known as the levee, where property is useful only for terminal purposes and railroad property, but which has not yet been developed to its full capacity. Terminal property of this character is very scarce in St. Louis and East St. Louis. Commercially speaking, East St. Louis and St. Louis are one town, as they constitute, for commercial purposes, one common center; the amount of traffic between East St. Louis and St. Louis,—that is originating in either city and destined to the other,—is comparatively small and insignificant; the great bulk of business between the two towns is that which originates abroad and goes through one of the two places.

The west bank of the Mississippi river at St. Louis is high and not accessible, except at certain points, for railroad tracks; the chief avenue for traffic is either around the city, as shown by the belt line on the Pitzman map, or by the Mill Creek Valley to Union Station. The St. Louis Transfer Railway Company had no track connection with any of the tracks of the Terminal Association, to which it made deliveries by way of the Iron Mountain. The same is true with reference to the tracks of the Merchants Company. From his long experience as a railroad man, and familiarity with traffic conditions, witness was of the decided opinion that the placing of all the terminal lines under one management and control

would be in the interest of economy and public service, and the growth of commerce and business in St. Louis has made such a union almost imperative.

W. K. Kavanaugh testified that the placing of the terminal tracks under one control would be beneficial to all concerned because avoiding delays, facilitating transfer and making more economical service.

EXHIBITS.

Volume I of "Exhibits" contains only matters relating to Traffic and Freight Bureaus and Committees, not relating, it seems to us, in any manner, to this case.

Volume II of "Exhibits" contains additional matters relating to such Bureaus and Committees and articles of incorporation of the various Terminal and Bridge Companies, increase of capital stock and change in name of some of these companies, and of consolidation of two of them; agreements between the Merchants and Terminal Companies; admission agreements of various Proprietary Companies; leases of the two Bridges; agreement of 1889 for reorganization of terminals; guaranty agreement of the Proprietary Companies; and, freight tariffs of various railroads; location of coal mines in Illinois on certain railroads, the pertinency of which is not manifest to us.

Volume IV of the "Exhibits" contains additional freight tariffs of various railroads; statements as to receipts and expenditures of the various Terminal Companies, and sundry matters relating to the Alton Bridge, none of which we consider material or relevant; also,

Articles of incorporation of other companies; acts of Congress; record of case of State of Missouri *ex Informatione* E. C. Crow, Attorney General, vs. Terminal Railroad Association of St. Louis; admission agreement of certain other Proprietary Companies and supplemental agreement between all Proprietary Companies and the Terminal Association; and corporate history of the various Terminal Companies.

Volume V of "Exhibits" (supplemental volume) contains the general mortgage of the Terminal Railroad Association of St. Louis; reports of the Municipal Bridge & Terminal Commission to the Municipal Assembly of St. Louis and Classification of the Illinois Railroad & Warehouse Commission.

Extracts from Articles of Association of Various Terminal Companies.

East St. Louis Connecting Railway Company:

> "This corporation is organized for the purpose of constructing and operating a single or double track railroad in the State of Illinois, from Venice, in Madison County, to the Illinois & St. Louis Railroad Company's tracks in St. Clair County, Illinois, with lateral tracks connecting the main track with various railroad depots, elevators, mills, warehouses, stockyards and numerous transfer tracks and landings between said points that are now or may hereafter be constructed."

Interstate Car & Transfer Company:

> "With the view of engaging in the dredging and sand digging business, and the ownership and use of boats connected therewith, and transfer of cars of freight in carload lots upon said

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boats on the Mississippi river and its tributaries."

Madison, Illinois & St. Louis Railway Company:

"To construct a railway from the eastern approach of the bridge to be constructed by the St. Louis Merchants Bridge Company, thence through Madison County to the City of East St. Louis, in St. Clair County, all in the State of Illinois."

St. Louis Belt & Terminal Railway Company:

"To construct and operate a railroad for public use for conveyance of persons and property from a point on the west bank of the Mississippi river, in Carondelet Township, St. Louis County, Missouri, thence to a point on the right-of-way of the St. Louis & San Francisco Railroad Company at or near intersection with the dividing line of the City and County of St. Louis, thence west to Clayton court house, thence to a point on the west bank of the Mississippi river between Chain of Rocks and Eads Bridge, and also to construct and operate tracks, switches and sidetracks from points on its main line to points in the City and County of St. Louis, stations, warehouses, yards, depots and manufacturing establishments in the city and county, to connect with other railroads now or hereafter constructed in the city or county, and for the purpose of providing complete and convenient terminal railroad facilities, in connection with other accommodations in said city and county for all railroads now entering or which may hereafter be constructed in said city or county, and all individuals and corporations doing business with such railroads."

St. Louis Merchants Bridge Terminal Railway Company:

"For the purpose of constructing, maintaining and operating a standard gauge railroad within the corporate limits of the City of St. Louis, State of Missouri."

St. Louis Terminal Railway Company:

"Organized for the purpose of constructing and operating a standard-gauge railroad beginning at intersection of McKissock and Grand avenues, in St. Louis, thence westerly or northwesterly in the County of St. Louis, thence southwardly or southwesterly to a point near Ivory Station on the St. Louis, Iron Mountain & Southern Railway Company, in the County of St. Louis; also beginning at McKissock and Grand avenues, thence eastwardly to a point on the northern boundary of the City of St. Louis near the Chain of Rocks, thence through the County of St. Louis to a point on the north bank of the Missouri river in the County of St. Charles, between the City of St. Charles and the mouth of the Missouri river."

St. Louis Transfer Railway Company:

"To construct and operate a railroad in the City of St. Louis from Arsenal street northwardly, parallel with the Mississippi river, to Calvary avenue, with a branch to a point on Bellefontaine road."

Terminal Railroad of St. Louis:

"To construct and operate a railroad with tracks and termini in St. Louis from the Union Railway & Transit Company, Union Depot Company, Tunnel Railroad of St. Louis, St. Louis, Wabash & Pacific , Missouri Pacific, St. Louis, Iron Mountain & Southern and any other railroad company entering or to enter said city, and yards, depots, and sidetracks, now existing or to be provided in said city, in connection with other railroads constructed or to be constructed,

as has been found necessary or convenient, and such factories or other establishments as may need connections, the general object and purpose being to provide the most ample and convenient connections, accommodations and terminal facilities in St. Louis to all railroads now entering or hereafter to enter the same, and all individuals and companies doing business with said railroads."

Union Depot Company of St. Louis:

"To construct, establish and maintain a Union Station and depot for passengers, and freight, together or separately in the same or different localities in St. Louis, in the City of St. Louis and County of St. Louis; acquire the necessary ground, erect buildings, and lay necessary tracks and make arrangements with railroad, tunnel, bridge and other companies for track connections."

Tunnel Railroad of St. Louis:

"To construct and operate a railroad from the west approach of, or from the west end, of Eads Bridge, to a point near Poplar street and the western limits of the city and make suitable connection with tracks of the Union Depot Company, Missouri Pacific, St. Louis, Iron Mountain & Southern, and other railroads having termini in St. Louis, together with necessary sidetracks."

Extracts from Agreements.

Agreement of October 1, 1889, between Jay Gould, as first party, and Missouri Pacific Ry. Co., St. Louis, Iron Mountain & Southern Ry. Co., Wabash Railroad Company, Cleveland, Cincinnati, Chicago & St.

Louis Ry. Co., Ohio & Mississippi Railroad Company, and Louisville & Nashville Railroad Co., as second parties, reciting the terminal facilities of the Union Depot Company, Union Railway & Transit Company, of St. Louis and East St. Louis, and Terminal Association of St. Louis and East St. Louis, the operation of the properties of the Union Depot Company by the parties of the second part, lease of the properties of the two Union Railway & Transit Companies, and the two Terminal Railroads to the Bridge and Tunnel Companies, lease of the properties of the Bridge and Tunnel Companies to the Missouri Pacific Railway Company, and Wabash Railroad Company, and the desire of the parties of the second part to obtain control of the properties of the Bridge and Tunnel Companies and Union Depot Company, and of the two Transit and Terminal Companies, for the purpose of enlarging and making a more perfect system of receiving, transferring and interchanging passenger and freight traffic at St. Louis and East St. Louis;

Reciting, further, Mr. Gould's control of the corporate action of the Union Depot Company, the two Transit and two Terminal railroads and his desire to exercise such corporate control in furtherance of the plan of securing an efficient and economical system for handling freight and passenger traffic at St. Louis and East St. Louis; and the undertaking on the part of Mr. Gould, to consolidate the Union Railway & Transit Company of St. Louis and the Terminal Railroad of St. Louis, thus forming the Terminal Railroad Association of St. Louis; to increase the capital stock of this company to an amount sufficient to authorize the issue of $7,000,000 of bonds, causing the consolidated company to purchase the property of the Union Depot Company with the capital stock of the Transit Company and Terminal Railroad of St.

Louis, and causing the Consolidated Company to procure an assignment of the lease of the Bridge and Tunnel properties and paying therefor $5,000,000 of the $7,000,000 of bonds issued, the remaining $2,000,000 to be expended for additional passenger and freight facilities;

An agreement on the part of Mr. Gould to cause the capital stock of the Terminal Railroad of St. Louis, to the extent of $1,500,000 to be transferred in equal portions to the parties fo the second part on the execution of agreement between them and the Terminal Railroad Association providing for their admission to general use of the terminal facilities of that company; the ownership of the stock to be inseparably associated with the railroads receiving the same.

Agreement between the Terminal Railroad Association of St. Louis and the proprietary companies named in the above agreement, being Exhibit A to said agreement of October 1, 1889, whereby:

The Terminal Association awards to each of the proprietary companies the right of joint use with each other, and such other companies as may be admitted as proprietary companies, of all the terminal facilities of the Terminal Association then held or thereafter acquired in St. Louis or East St. Louis, for passenger and freight business and interchange between each other and the public;

An agreement on the part of the Terminal Association to erect a New Union Passenger Station, freight stations, additional main and sidetracks, where necessary to perform promptly and efficiently the work of receiving, delivering and transferring passenger and freight traffic for the proprietary companies and other railroad companies which may thereafter become members, and an agreement on the

part of the proprietary companies to accept such joint use and agreeing to forever use the properties of the Terminal Company for all passenger and freight traffic within their control crossing the river at St. Louis:

The charges of the Terminal Association shall be sufficient to pay the rental of the Bridge and Tunnel properties, interest on the bonds of the Terminal Association, dividends on bonds or preferred stock not contemplated, but which may be necessary to be issued for extensions and betterments, taxes, insurance and expense of maintenance and operation, repair and renewal, and the expense of maintaining the corporate existence of the Terminal Association:

Agreement that, as the revenues are to be applied to paying the fixed charges, operating expenses and maintenance, rates shall be so regulated as to meet these charges, the proprietary lines may not be called upon to contribute unless, by reason of temporary unforseen circumstances there should be a deficit. In such case each proprietary line shall pay its proportion of such deficit:

Providing for the admission, from time to time, of other railroads.

Agreement of February 13th, 1902, admitting the Vandalia Company to membership in the Terminal Association, upon the same terms and conditions specified in the above mentioned agreement of October 1st, 1889.

Agreement of June 9th, 1902, admitting the St. Louis & San Francisco Railroad Company to membership in the Terminal Railroad Association on the same terms and conditions as the original proprietary lines were admitted.

Agreement of December 16th, 1902, admitting the

Chicago, Rock Island & Pacific Railway Co. to membership in the Terminal Association, upon like terms.

Agreement of December 16th, 1902, admitting the Southern Railway Company, Illinois Central Railroad Co., Chicago & Alton Ry. Co., Chicago, Burlington & Quincy Railway Co. and Missouri, Kansas & Texas Railway Co. to membership in the Terminal Association upon the same terms and conditions as the original proprietary lines were admitted.

Supplemental Agreement between the Terminal Association and proprietary lines giving the proprietary lines the right to use their own facilities for interchanging traffic with the Terminal Association and requiring the Terminal Association to accept the traffic offered to it at any point and handle the same with promptness and dispatch at points of interchange, and providing that there shall be no difference in river transfer, whether by bridge or by ferry, giving the Terminal Association the right to operate ferry facilities and, upon its failures so to do, the right of the proprietary lines to operate such ferry facilities, and the right to exclude any proprietary line from enjoyment of the terminal facilities in the event of default on its part in compliance with the admission agreemnt.

Agreement between the proprietary lines and the trustees of the general mortgage of Decembr 16th, 1902, of the Terminal Association, reciting the original agreement of October 1st, 1889, so fixing the rates of the Terminal Association as to produce revenue to pay its fixed charges, operation and maintenance, waiving the limitations upon the amount which each proprietary company might be called upon to pay to make up any deficit in earnings of the Terminal Association, to meet such charges, and, further, binding

the proprietary lines to forever use the properties of the Terminal Association for freight and passenger traffic controlled by them, and to pay for services rendered at rates sufficient to enable the Terminal Association to meet its fixed charges and operating expenses, and guaranteeing the interest upon the general mortgage bonds of the Terminal Association, and, as security for these obligations transferring and delivering to the trustees 9,500 shares of the capital stock of the Wiggins Ferry Company and all additional shares of stock of such company which might thereafter be acquired by the proprietary lines.

DEFENDANT'S TESTIMONY.

Mr. Albert T. Perkins, the only witness produced by defendants, testified that he had been a resident of St. Louis something over twelve years, and was familiar with the topography of St. Louis and vicinity. That he was the adviser of the Municipal Bridge and Terminals Commission of the City of St. Louis, a body created by ordinance, composed of nine members consisting of the Mayor of St. Louis, the President of the Board of Public Improvements and seven citizens, appointed by the Mayor, to examine into bridge and terminal conditions at St. Louis and advise what part the citizens and what part the city should take in correcting any hindrance to the commerce of St. Louis that might be found to arise from bridge and terminal conditions, and recommend necessary legislation in regard thereto. That he and Mr. Robert Moore were advisers to the Commission,

and after their appointment took up the matter of freight charges, and conditions surrounding the billing, receipt and delivery of freight, as affected by the bridge and terminal conditions, and the physical development of those terminals, and, in connection with the latter question, made a thorough investigation of St. Louis terminal conditions, and visited and examined the largest terminals in the United States, and their facilities; and witness made a trip alone over a number of the principal European terminals.

Mr. Perkins defined "terminals" as the tracks, warehouse and railroad facilities by means of which railroad companies interchange or transact their business with each other, in the way of collecting and distributing freight, and in connection with which they make up and distribute freight and passenger trains; and all facilities by which traffic is received and discharged in what may be properly called the "commercial district" of the city.

Mr. Perkins further testified that he was familiar with what is commonly called the Terminal Railroad Association of St. Louis System, the St. Louis Merchants Bridge Terminal Railway System and the Wiggins Ferry System, all of which he included in the term "St. Louis Terminals." He outlined the system of the Merchants Company as including the Merchants Bridge, starting with the bridge, on the west side, a small yard at Bremen avenue and connection with the Chicago, Burlington & Quincy Railroad, and the double tracks on Hall street and a portion of Main, and by elevated railroad to the Mill Creek Valley; and connecting also with a belt line around the west part of the city. That he would regard St. Louis and East St. Louis and manufacturing towns north of East St. Louis, as one commercial

manufacturing district, which necessarily must be treated as a whole. Business is transacted in such an interchangeable way that it is impossible to separate, as a terminal proposition, the two sides of the river.

Mr. Perkins described the terminals of the Merchants System in East St. Louis as consisting of a belt line connecting the several railroad lines in the north part of East St. Louis, Granite City and Madison with a line down to the stock yards and a line connecting with the East St. Louis Belt Line of the St. Louis Terminal Railroad Association; the System of the Terminal Association, on the west, as, the Eads Bridge and Tunnel, extending from the bridge to Eighth street and the Mill Creek Valley, the Union Passenger Station, between 18th and 20th streets, freight stations between 10th and 12th streets, south of Clark avenue, and yards of various kinds for team and track purposes, switching cars, teams, storage, etc., between 12th street and Compton avenue, in the Mill Creek Valley, and a belt line now under course of construction, and partially completed, around the west side of the city, from a point a short distance south of Clayton, to a connection with the Merchants Company; on the east side, as the Illinois Transfer Railway Company and the East St. Louis & Carondelet Railway Company, various connections with east side railroads and with the Relay Station in East St. Louis, machine shops, round houses, car repair yards and connection with the National Stock Yards; the Wiggins Ferry System as comprising transfer boats, inclines on both banks of the river, and on the west, the St. Louis Transfer Company, extending about seven miles from Grand avenue, down through Hall street and along the river bank to Arsenal street in the southern part of the city; yards at the south end

of Hall street and also at Mound street for making up trains and distributing cars in St. Louis; on the east side, almost exclusive control of the property from a point adjoining the Southern Railway's yards,—north of Pittsburgh Dike,—to a point midway between the Eads and Merchants Bridges, and the East St. Louis Railway connecting with all railroads entering East St. Louis, on the river bank, having some yards at the south end of its property and connecting with the terminal lines of East St. Louis.

The above described terminals constitute what Mr. Perkins defined as "St. Louis Terminals."

In addition to these there is the Venice and Carondelet Belt Line on the east side, and on the west side the small terminal property of the Manufacturers Railway Company and the individual terminals of the different railroad lines. Each railway line has, to a certain extent, its own yards and depots, and yards for making up trains and for interchange, as well as freight stations and team tracks for the conduct of their business in certain portions of the district.

With respect to the development of terminals in St. Louis, Mr. Perkins testified that the Terminal Association was organized in 1889 to take over the property of the Union Railway & Transit Company and the St. Louis Terminal Railroad, acquired for the benefit of a number of railroads, lease of the Eads Bridge and Tunnel, which were, at that time, in the control of the Missouri Pacific and Wabash roads, and which then constituted the roads entering St. Louis from the west,—the Burlington at that time coming in over Wabash tracks and the Missouri, Kansas & Texas not then entering the city. That the terminal properties, were taken over by the Terminal Com-

pany with the intention that they should be shared equally by all the roads that wanted to enter St. Louis and make use of the bridge and tunnel, and this was the real beginning of the development of the terminal system in St. Louis. At that time, 1889, the terminal properties consisted of the bridge and tunnel, the old Union Depot at 12th street, and some team and assembling tracks near the depot, the tracks of the Union Railway & Transit Company of Illinois and the Terminal Railroad of East St. Louis, having no connection with either the Illinois Central or the Mobile & Ohio. Since 1889 the Chicago, Burlington & Quincy, Missouri, Kansas & Texas, Chicago, Rock Island & Pacific, and St. Louis, Memphis and Southeastern roads have entered St. Louis and, on the east side, the St. Louis, Peoria & Northern and St. Louis Valley Railroad have entered East St. Louis, as have also a number of coal carrying roads.

Since the organization of the Terminal Association its rails have been extended west to Compton avenue, and the new Union Station has been built, with extensive yards east of 18th street and east of Compton ave. Freight stations have been built between 10th and 12th streets, and engine houses on the site of the old Union Depot. A belt line has been constructed around the west part of the city, and the St. Louis Transfer Railway Company has built its line along the levee and constructed yards in the northern part of the city. The Merchants Bridge has been built and the Merchants Company's line constructed from the west approach of the Merchants Bridge to 8th and Gratiot streets.

Mr. Perkins further testified that since the acquisition by the Terminal Association of the interests of the Wiggins Ferry Company and St. Louis Transfer

Railway Company properties, arrangements have been made whereby the tracks on Hall to Main street have been re-arranged so as to provide for through passenger train service via the Merchants Bridge, thus facilitating the movement of passenger traffic; prior to this time the Ferry Company had its tracks in the middle of Hall street which it crossed into adjacent industries, and when the Merchants tracks were laid in Hall street they were constructed outside the Wiggins Company's tracks, thus crossing the industrial tracks; that the connection between the terminus of the Merchants tracks at Gratiot street, with the Union Station, was made by the Terminal Association, in the first instance, for the purpose of enabling the Chicago, Burlington & Quincy Railroad Company to get into the Union Station, and this connection was subsequently used for the running of passenger trains over the Merchants Bridge into the Union Station, thus obviating the use of the tunnel and the discomfort to passengers incident thereto.

Mr. Perkins testified that in the past fifteen or twenty years the railroad tonnage of St. Louis had doubled at the rate of once every seven years.

With reference to the three systems, Mr. Perkins testified that, in general, they served rather separate sections and interests, the Terminal Association occupying mainly certain parts of the Mill Creek Valley, the business center of St. Louis; the Merchants System occupying certain portions of North St. Louis, and the Wiggins Ferry System the territory on the levee front from Grand avenue to Arsenal street,—a territory for the most part east and south of the Merchants System.

Mr. Perkins further testified that in the Mill Creek Valley there was no room for an additional terminal

system, and in the territory occupied by the Merchants System room for an additional system to a limited extent, but not for an independent system, without causing great damage to business interests and confusion in the operation of business. That in the territory covered by the Wiggins System there is no additional room except isolated tracks, but in the outlying districts, to the southwest, and far out in the Mill Creek Valley there is still room for some railroad facilities, but not for a very large portion of the business,—that conditions have so changed it is more difficult to build terminal tracks in the city than formerly; and it is generally admitted that no further terminals should be built at grade crossings or upon streets opened to any considerable amount of traffic.

Mr. Perkins further testified that for terminal purposes he would divide the territory into North St. Louis, South St. Louis, and Mill Creek Valley and East St. Louis,—including Madison, Granite City, Brooklyn and Venice; that such division is made for topographical reasons. The Mill Creek Valley, the North St. Louis Bottoms and South St. Louis form three natural divisions for railroad purposes, and form three separate groups of manufacturing and business interests. That intervening between North St. Louis and Mill Creek Valley the land is comparatively hilly and elevated, and the same conditions exist between Mill Creek Valley and South St. Louis, and in these three separate and distinct parts of the city the manufacturing interests have been grouped, with reference to terminals in these different districts.

With reference to the advantage or disadvantage of having all these systems under single control and

management, Mr. Perkins testified that, in his opinion, from many years of close study of terminals, in many places, the only real satisfactory system of terminals for any large city which is served by a considerable number of railroads must be an arrangement whereby all the railroads can reach, on practically even terms, all the business divisions of the city, and where manufacturers and merchants, located in each of the business parts of the city, will have free access to all railroads, because merchants and manufacturers cannot carry on their business profitably if they have convenient access to only one of perhaps fifteen or twenty or more railroads. That the business of most manufacturers and merchants is distributed over and comes from many different sources and it is very important for the business interests of the city that all merchants and manufacturers shall have the same means of access, without expensive teaming service, long hauls and inconvenient locations, to all the railroads. Conversely, all railroads which compete for the business of the city, must, under present conditions, have access to all business localities. That the monopoly by one railroad company of favorable terminals has been one of the greatest factors in producing discrimination and demoralizing service. To illustrate: if half a dozen railroads do business between St. Louis and New York and one of these lines has terminals in the heart of the city where business to and from New York is handled, which cannot be reached by other railroads except under some disadvantage, one or the other of two things has happened; either the other roads have lost the business or have paid for it in some way, by rate allowance, or by absorption of switching charges, or cartage charges. Since the Interstate

Commerce law has been made thoroughly effective the opportunities of railroads that have not had the first chance as to location of terminals, or foresight to secure terminals, have been very much diminished, so that under present conditions some arrangement must be made whereby all railroads can do business everywhere in large cities and such has been the general tendency and feeling for some years past. There has been a marked change of sentiment in this regard in the past six or eight years. If one road gets into, and has its tracks extended conveniently into a big manufacturing district it will fight the entrance of other lines and will keep them out of its monopoly in that particular district if it can.

Mr. Perkins further testified that the unification of terminals is brought about by the joint interests of the different lines which need service into a city; that such unification puts all these lines on an equal basis to compete for the traffic to and from the city. This makes the conditions such that each one of the roads to compete successfully for such business must give as good, or better, service than the others, or must give the best rates. The conditions for receiving or delivering freight are equal to all, but means of transportation, both in charge and service, must be the best possible to secure traffic, or to secure a large volume of traffic. Where all roads have an interest in unified terminals, as in St. Louis, the result is the cutting out of duplication, and often triplication, of service; reduction of much friction in operation and a very desirable reduction in the amount of valuable city room taken up by unsightly railroad tracks and taken away from other valuable uses; reduction in operating expenses, and reduction in the expense of the public. Furthermore the transfer

of traffic is decidedly more rapid under one management than it would be under three or four distinct managements. At Chicago it has been suggested that the terminals of nearly all the important lines should be put under the management of one man who should have entire charge of and direct the interchange of traffic.

Mr. Perkins illustrated the movement of a car from the terminus of the Missouri Pacific, in St. Louis, to the Vandalia, in East St. Louis, assuming that the three terminal systems were separately and independently operated, showing that the car must pass over the rails of five different companies. At the first exchange, or delivery, it would require a delivering track and notification to the connecting line that the car had been placed for delivery; an inspection of the car, as to its condition, and a switching crew to take the car from the delivery track to the next connecting carrier; the same process would be necessary with each connection, thus requiring five separate crews to handle, at these separate points, what could be done by one crew under a single management, and, in addition, causing a loss of several hours at each point of exchange, and congestion of traffic.

With reference to the functions of terminals in large cities, Mr. Perkins said: The functions of railroad facilities, coming under the head of "Terminals," may be divided into two parts, first, those facilities with which the railroads do business with the public, consisting of freight houses, passenger stations, team tracks, for loading and unloading freight by teams, and operation of tracks to industries; second, yards for the assembling and distribution of cars, making up and breaking up trains, storage of

freight and passenger cars, round houses, shops and repair facilities. The functions, in general, therefore, of the terminals are, for the assembling and distribution of freight and passengers which have been or are to be transported. Terminals are the facilities with which railroads interchange their business with the public and at which they handle their equipment at terminal points, which includes the furnishing of motive power in moving cars from point to point in the terminal districts provided for receiving and distribution of freight and passengers. The functions of the Terminal Association are,—first, to provide means for receiving and delivering passengers for all railroads entering St. Louis; second, to provide means for receiving and delivering freight, either on tracks or through warehouses, for all railroads entering St. Louis or East St. Louis, or those parts of these cities reached by the tracks of this company; third, to expedite the interchange of cars of all kinds between the different railroads; fourth, a very small factor, comparatively of the total business,—the switching of freight from one point of the properties to another,—to take the place of, presumably, more expensive teaming. In addition to this, its function is to provide full facilities for the passage of passenger trains of all roads desiring to cross the river, or, to express it briefly, the work of the Terminal Association is, acting as General Agent for all the railways which enter St. Louis and East St. Louis for assembling and distributing freight and passengers, either of local destination or passing through St. Louis as a gateway from the east to the west. The local business is extremely small, so small that it would probably not justify in any way the expenditures necessary to provide a system of rail-

road facilities for its handling. The main volume of business done by the Terminal Association is business originating in St. Louis, or destined to St. Louis from outside points, passing through St. Louis as a gateway, and which is handled by some one of the main lines of railroad entering St. Louis or East St. Louis. This is the great volume of business, and on this all terminal charges are absorbed by the railroad handling the business and the great volume of revenue of the Terminal Association is from charges paid directly by the railroads. At the present time rates are made direct to and from St. Louis, and transfer charges across the river are paid by the railroads out of their through rates. The only charges borne by the public, made by any of the terminal systems, are a switching charge from point to point within the switching districts, charges on local business across the river, demurrage charges for detention of cars, storage charges on freight not called for within the prescribed time, and charges for use of the upper roadway. The amount paid directly by the public would be between five and ten per cent of the total revenue of the Terminal Companies,— the rest of the revenue being paid by the railroads using these terminals.

Mr. Perkins testified that 28 railway lines enter St. Louis and East St. Louis, all of which use the facilities of the Terminal Association, and 14 of which are Proprietary Companies of the Terminal Association. The lines not proprietary lines having the same advantages, and the same use of the facilities, as the Proprietary Lines. Many of the non-proprietary lines are either allied in some way with or controlled by some of the Proprietary Lines, but all are on the same footing so far as the use of the facili-

ties of the terminals are concerned, both as to freight and passenger traffic.

Mr. Perkins testified that every important railroad should have its own individual assembling, distributing and storage yards, and a main freight house for the assembling and distribution of less than carload business, which can be located in any part of the general business district; but that by uniting the facilities and spreading over all parts of the business districts, service much more even to all concerned results; hence the consolidated operation of the various terminal properties of the Terminal Association, Merchants Company and Wiggins Ferry Company, in St. Louis and East St. Louis, is decidedly promotive of the facility with which commerce moves and is promotive of competition among the lines entering St. Louis. Such consolidated operation promotes, instead of retarding, destroying or impairing competition; and efforts and material progress are being made in many of the large cities to bring about such an arrangement. To illustrate,—two of the worst cases,—Buffalo and Chicago, where the diversified interests of a large number of separate properties causes a great burden on commerce. These are two of the largest terminal points in the country, where both the railroads and the public have been at work for years in endeavoring to perfect some arrangement for the unfication of passenger and freight terminals. In Chicago where the interchange of freight between the railroads requires movement over the tracks of several independent companies, there are tremendously high switching charges and numerous delays. At a Kansas City, also, and a great many other places, efforts are now being made to unify the terminals. At Washington City the passenger traffic is all

done under a union arrangement which was brought about by the action of the United States Government. There the Washington Terminal Company has been organized, of which the Pennsylvania lines and the Baltimore & Ohio own each one-half of the stock,—all the lines come in as tenants. In Paris there are two belt lines organized almost exactly as the Terminal Association of St. Louis; one of these belt lines provides connections inside the city, and the other connects the railroad facilities about Paris; the stock of these belt lines is owned by five of the seven railroad companies that enter Paris, and the facilities of these belt lines are used by all the roads. (Mr. Perkins produced a map of Paris, which is marked Defendants' Exhibit No. 1.) At Berlin there is a very similar arrangement which was illustrated by Defendants' Exhibit No. 2, produced by Mr. Perkins.

Extracts From Reports of Municipal Bridge and Terminals Commission to Municipal Assembly, (of St. Louis).

"The freight tonnage received and forwarded at St. Louis, and East St. Louis has practically doubled in seven years (from 20,042,169 tons in 1898 to 39,141,663 tons in 1905).

"In the three sections on the west side of the river we believe it to the interests of the city that, subject to the maintenance of streets necessary for public use, and subject to any desirable reservations for park and other public purposes, every facility should be given for acquiring and utilizing property for railroad purposes; and, for reason which we shall ex-

plain further on, it seems to us desirable that the property should be acquired and franchises granted in such shape that the property can be used for all railroads desiring to do business in those localities, rather than it should be tied up to the uses of single railroad companies.

"As, under Government control, the field of action of railroad companies is becoming more and more limited to the manufacture and sale of transportation; as the room in a large city for manufacturing, storage and railroad purposes becomes more and more limited and costly; and, as the total cost, direct and indirect, of transportation of commodities from the point of production to the point of consumption is more closely figured, it is desirable that the friction in handling terminal work and the duplication of facilities in any one section should be reduced to a minimum. On the other hand, efforts should be directed to securing facilities in those parts of the city where commercial and manufacturing interests center, through which our people may deal with all the railroads in the least burdensome and most economical manner.

"While we do not oppose, but would encourage a considerable development of individual railroad facilities, it seems to us that the development of freight houses, and team tracks most in line with economy and the most widely extended service, is that they should be furnished by a combination of the various railroads and operated for the joint benefit of all the railroads and the public. The association or agency that provides these facilities should not be a corporation doing terminal business for a direct profit, but should be organized and clearly recognized

as the agency of the combined railroads, acting for and representing each.

"Investigation indicates that, partly as a result of the improvements carried out by the Terminal Railroad Association in 1902-3-4, for the last year freight in larger volume than ever before has been passing through the St. Louis gateway more freely and with less delay than for many years previously. These improvements referred to were both in the way of furnishing greater yard room and in what has been described as good 'internal circulation,' i. e., additions and improvements to the main connections between the different parts of the terminal system, with independent drill tracks for keeping switch work off of main tracks; and in the cutting out of duplication of work by the treatment of the collection of terminal plants more as one machine The number of cars interchanged by the Terminal Railroad Association in March, 1906, was approximately 184,000, the largest number ever handled in one month, and in April, 1906, in spite of the almost complete loss of the usual coal business, the number of cars interchanged was 26,000 greater than in April, 1905.

"The Terminal Railroad Association interchanged on June 27, 1906, 7,239 cars, the largest number in any one day in its history."

State Case.

In 1894 the State of Missouri, *ex informatione*, Edward C. Crow, Attorney General, filed in the Supreme Court of Missouri its information against the Terminal Railroad Association of St. Louis, charging, in substance, as follows:

That the Terminal Association operated a railroad between the Union Station in St. Louis, where it connected with all railroads entering St. Louis, to a point in East St. Louis, Illinois, where it connected with all roads entering East St. Louis, and had connections with various industrial plants, and was thus able to transport freight between such plants and the termini of the various railroads;

That the St. Louis Terminal Railway Company operated a railroad from a point in the northern part of the City of St. Louis through the County of St. Louis to a point on the Missouri river in the County of St. Charles;

That the Merchants Company operated a railroad from the Union Station eastwardly to the wharf, thence along the wharf to the Merchants Bridge and across that structure to the City of East St. Louis, where it connected with all railroads entering East St. Louis; and also operated a line in the City of St. Louis connecting with all railroads entering that city, and the number of industrial plants, affording facilities similar to that of the Terminal Association; and was lessee of the Merchants Bridge;

That an agreement had been entered into between the St. Louis Terminal Railway Company and the Merchants Company whereby the latter became the lessee of the former;

That the Terminal Association and the Merchants Company were equipped with engines, freight and passenger cars and all equipment necessary for doing a general railroad business and were competing each with the other for the handling of traffic between the termini of different roads; that on the 17th of August, 1893, an agreement was made between the Terminal Association and the Merchants Company and

the St. Louis Terminal Railway Company whereby the Terminal Association succeeded to all of the rights of the Merchants Company with respect to the St. Louis Terminal Railway Company and its properties; that on the 17th of August, 1893, an agreement was entered into between the Merchants Company and the Terminal Association whereby the latter was granted the perpetual use of the facilities of the former, and as consideration therefor guaranteed the payment of its bonds, the Terminal Association also acquiring 4,384 shares of the capital stock of the Merchants Company; and that later the Terminal Association acquired 13,416 shares of the stock of the Merchants Company, thus giving it 17,800 shares of the total issue of 29,395;

That the Terminal Association was a competitor for traffic with the St. Louis Terminal Railway Company; and that the Terminal Association and Merchants Company were likewise competitors, and that by virtue of the agreement referred to the Terminal Association fixed the tariffs of the Merchants Company, so that competition between the two was stifled and destroyed.

The return of the respondent admitted its ownership of the stock of the Merchants Company, the execution of the various agreements referred to in the information and continued as follows:

Further and fully answering, respondent avers and states the facts to be that prior to the year 1874 there were few industries located in or in the neighborhood of St. Louis which had railway connection, and the freight and passenger traffic between the various railway lines then entering the City of St Louis and the City of East St. Louis, and between such railway

lines and the industries located in St. Louis, was handled by means of wagons and ferries. For the purpose of facilitating the handling of freight and passenger traffic between and in said cities, there was constructed in 1874 a railway bridge across the Mississippi river between said cities, commonly known and hereinafter referred to as the Eads Bridge, which bridge subsequently became and now is the property of the St. Louis Bridge Company. Concurrent with the construction of the Eads Bridge, and for use in connection therewith, there was constructed a tunnel commonly known and herein referred to as the Tunnel, from the western terminus of the Eads Bridge, at or near Washington avenue in St. Louis, to a point at or near Eighth and Poplar streets in said city, which tunnel subsequently became and now is the property of the Tunnel Railroad of St. Louis. The Tunnel was designed to be used in connection with the Eads Bridge, so that railway trains might make a continuous passage over the bridge and through the tunnel, which continuous passage was and is essential to the use of the bridge and tunnel for railway traffic. The Eads Bridge and Tunnel and the terminal facilities connected therewith were operated for a period of five years after construction continuously at a loss, and about the year 1879 various mortgages severally covering the Eads Bridge and Tunnel were foreclosed, and these properties of the St. Louis Bridge Company and the proprties of the St Louis Bridge Company and the Tunnel Railroad of St. Louis. While the Eads Bridge and Tunnel were nearing completion it became manifest for the operation of these properties and the handling of railway traffic in the City of St. Louis, that it was essential there should be constructed and

maintained, in connection with the Eads Bridge and Tunnel, a system of railway terminals consisting of main, lead and side tracks, a union station for passengers, and freight stations and warehouses for handling the commerce of the City of St. Louis. To accomplish these objects the Union Railway and Transit Company of St. Louis and the Union Depot Company of St. Louis were organized under the laws of Missouri, relating to union depot and terminal companies, the former for the purpose of making a continuous and connected route for trains through the tunnel and over the bridge and the railways constructed or to be constructed appreaching the entrance to the tunnel, and the further purposes of constructing and operating terminal facilities in connection with the Eads Bridge and Tunnel; and the latter company for the purpose of constructing passenger and freight stations for use in connection with the operation of the Eads Bridge and Tunnel and the properties of the Union Railway and Transit Company of St. Louis. Subsequently the Terminal Railroad of St. Louis was organized under the laws of Missouri relating to union depot and terminal companies, for the purpose of acquiring additional terminal facilities to be used in connection with the railway facilities of the Eads Bridge and Tunnel, the Union Depot Company of St. Louis and the Union Railway and Transit Company. To this end the Union Railway and Transit Company and the Terminal Railroad of St. Louis severally leased all of of their properties in perpetuity to the St. Louis Bridge Company and the Tunnel Railroad of St. Louis, and thereafter, and until 1881, the properties of these four companies were operated under one con-

trol and management, and on the 1st day of July, 1881, all of these properties were leased to the Wabash, St. Louis and Pacific Railway Co. and the Missouri Pacific Railway Company, and were operated by said lessees until October, 1889.

Further fully answering, respondent avers and states the facts to be that the operation of the Eads Bridge and Tunnel and of the terminal properties to be used in connection therewith, as hereinabove specified from the date of the completion of the Eads Bridge and Tunnel, in 1874, up to the year 1889, had been without profit at any time to any of the various operating companies. In the last named year the railway traffic at and between the Cities of St. Louis and East St. Louis, in and in the neighborhood of St. Louis, had greatly increased, and the City of St. Louis had become an important gateway for the passage of a large part of the through railway traffic of the country. A number of trunk lines had their termini either in St. Louis or East St. Louis, and it was important to these lines that traffic be directed to the St. Louis gateway.

The City of St. Louis was then growing rapidly in population and in commercial importance; a large number of manufacturing and industrial plants were seeking locations in the West, and it was to the interest of St. Louis and of the railway lines entering the city to encourage the location of such industries in and in the neighborhood of this city. To this end it was essential that the St. Louis terminal facilities should be made adequate and should be economically operated. The high values and restricted quantities of land available for terminal railway facilities in and in the neighborhood of St. Louis made it practically impossible for each railway company to own

and operate a separate and independent system of terminals, and had such separate ownership and operation been possible the operation thereof would have caused inconvenience and delay, and the expense incident thereto would have imposed heavy and unnecessary burdens upon the railway lines and the commerce of St. Louis. The then existing facilities were insufficient for the proper handling of the expected increase in freight and passenger traffic; the capital invested in the terminal properties having proven unremunerative, the companies then operating these properties were unwilling to make further investment or continue to carry, unassisted, the risk of loss incident to further operation.

Believing the preservation and enlargement of the terminal system was essential to the proper conduct of their business, and that this could be effected only by the co-operation of all railway lines, and to prevent the properties which had been developed by the Bridge, Tunnel, Union Depot, Union Railway and Transit, and Terminal Railroad Companies from passing under the control of a single interest which would endeavor to operate these properties upon the basis of profit earning, and which might exact burdensome rates and tolls, divert traffic, and discourage the location of industries in and in the neighborhood of St. Louis, a number of railway lines agreed to form respondent company, the stock of which would be owned in severalty in equal interest by all railway lines desiring the use of the terminal system and willing to assume the risks and burdens incident to its control and operation, and the properties of which would be available for the use of all railway lines and shippers without discrimination. With

these objects in view, in 1889, respondent company was formed by the consolidation of the Union Railway and Transit Company of St. Louis and the Terminal Railroad of St. Louis, and the issue of stock of respondent equally divided among the Missouri Pacific; St. Louis, Iron Mountain & Southern; Wabash, St. Louis & Pacific; Cleveland, Cincinnati, Chicago & St. Louis; Ohio & Mississippi and Louisville & Nashville Railroad Companies, then termed proprietary companies and hereinafter so designated, in connection with the railway lines which subsequently became proprietary companies of respondent company.

In order that respondent company might from time to time obtain necessary funds for the enlargement of its facilities, it was essential that its securities should be guaranteed in some form by the proprietary companies; and to the end that the proprietary companies might be protected in such guarantee it was essential that they should be granted the use in perpetuity of the facilities of the respondent. Accordingly it was agreed that respondent should take over the lease of the bridge and tunnel, acquire the stock of the Union Depot Company, erect new passenger and freight stations, and greatly enlarge the facilities for the handling of traffic between the railway lines and between such lines and industrial plants then and thereafter to be located in and in the neighborhood of St. Louis; that all of these properties should be operated for the equal and joint use and benefit of the proprietary companies and such other railway lines as might desire to become proprietary companies, and in the interest of facilitating the handling and increasing railway traffic in and in

the neighborhood of St. Louis; that the properties should be operated upon a safe and economic basis; and that the rates and charges should be so regulated that the revenue therefrom should be sufficient only to meet expenses of operation, repairs, improvements, maintenance and fixed charges.

In conformity with this understanding and agreement, from time to time various other railway lines entering the City of St. Louis or East St. Louis have been admitted as proprietary lines of respondent, on equal terms and with equal stock ownership, so that now the following railway lines: The Missouri Pacific Railway Company; St. Louis, Iron Mountain & Southern Railway Company; Wabash Railroad Company; The St. Louis, Vandalia & Terre Haute Railroad Company; Baltimore & Ohio Southwestern Railroad Company; Cleveland, Cincinnati, Chicago & St. Louis Railway Company; Louisville & Nashville Railroad Company; St. Louis & San Francisco Railroad Company; the Chicago, Rock Island & Pacific Railway Company; Southern Railway Company; Illinois Central Railroad Company; the Chicago & Alton Railway Company; Chicago, Burlington & Quincy Railway Company and Missouri, Kansas & Texas Railway Company have become and now are proprietary lines of respondent company owning in severalty each a like amount of the stock of respondent company, and all bound in severalty by an agreement with respondent, whereby each is granted the right in perpetuity to use jointly with the others all the terminal facilities at any time owned or controlled by respondent, and in consideration for such use each of the proprietary lines is bound to pay such tolls and charges as will enable respondent to meet

its fixed charges and expenses of operation, repair, improvement and maintenance. The said proprietary lines constitute all of the principal railway lines entering the Cities of St. Louis and East St. Louis.

Further, fully answering, respondent avers and states the facts to be that, in keeping with the policy inducing, as in the preceding paragraph stated, the formation of respondent company, and in furtherance of the purposes and objects therein outlined, respondent has from time to time, for the purpose of increasing its terminal facilities, borrowed large sums of money, issuing therefor its bonds secured by mortgages upon its property, and further secured by the agreement of the proprietary lines to forever make use of the terminal facilities of respondent. By reason of the premises, the interests of each and all of the proprietary lines have become identified in perpetuity with the interests of respondent, under terms and conditions whereby the railway facilities of respondent are operated at all times on the basis of practically actual cost, and open at all times to the equal joint use of the proprietary lines and of such other railway lines as may from time to time desire such use. The purpose and effect of such union of interest and joint use of properties were, are, and will at all times continue to be subservient to the best interests of the public and of the commerce of the City of St. Louis. In furtherance of this purpose, large sums of money have been recently invested by respondent in the enlargement and extension of its facilities, and respondent now has in course of construction and erection betterments and improvements which will cost many millions of dollars. It is the intention of respondent to continuously en-

large and increase its facilities so that the same will at all times be commensurate with the demands of railway traffic in and in the neighborhood of the City of St. Louis.

Further, fully answering, respondent avers and states the facts to be that the bridge known as the Merchants Bridge, and hereinafter so called, was completed about the year 1890, across the Mississippi river at a point near the northern limits of the City of St. Louis, by the St. Louis Merchants Bridge Company, under an act of Congress requiring the bridge to be open for the use of all railway companies. The railway of the St. Louis Merchants Bridge Terminal Railway Company (a company organized under the laws of Missouri relating to union depot and terminal companies), hereinafter referred to as Merchants Company, was constructed by that company in the year 1890, connecting with the Merchants Bridge and extending southwardly to a point at or near Seventh and Gratiot streets in the City of St. Louis. The properties of the Merchants Company have at no time had any direct connection with any of the railway lines entering the City of St. Louis, are not and at no time have been competing properties with the properties of respondent in the handling of freight and passenger traffic originating at and destined to any point in the State of Missouri. There are no industries located on the railway line of the Merchants Company, which are reached by the railway lines of respondent. The railway tracks of respondent, as well as the railway tracks of the Merchants Company, are constructed in part over and along the streets of the City of St. Louis and under ordinances of said city which compel the granting of the use of

the railway tracks of each company to any and all railway companies desiring such use.

The freight and passenger traffic in St. Louis is large and has been steadily increasing since the construction of the Eads Bridge in 1874; the volume and growth of this traffic are largely due to the facilities afforded by respondent for the handling of such traffic on the basis of practically the cost of operation. Few of the railway lines entering the City of St. Louis have direct connection with any other railway line entering the city, or connection with any industry not located upon or adjacent to its own right-of-way. To facilitate the public convenience and safety in the transmission of freight and passengers in the City of St. Louis and between the various railway lines entering the city and industrial plants located therein, to secure to such industries direct railway connection, and to prevent the unnccessary expense and inconvenience attending the accumulation of a large number of stations, warehouses and terminal yards, and to the end that all industrial plants might be served without discrimination and at like cost for like service, it was desirable and to the best interests of all railway lines and of all persons needing and using terminal facilities in St. Louis, and especially to the end that rapid and economic handling of freight and passenger traffic might be accomplished without change of cars or motive power, that respondent should be permitted to exercise the rights, secured by said ordinances of the City of St. Louis, to operate trains over the facilities of the Merchants Company; and, accordingly, on August 13, 1893, a trackage contract was entered into between respondent and the Merchants Company, whereby respond-

ent was permitted, in connection with other railway companies desiring such use, to move trains and cars over the facilities of the Merchants Company.

Further, fully answering, respondent avers and states the facts to be that at the time said contract was entered into, the Merchants Company had no passenger station in the City of St. Louis and had no connection with or means of access to the union passenger station or freight stations which respondent then had in said city, or to the new union passenger station which respondent was then erecting. To enable the Merchants Company to obtain access to his new union passenger station for the use of such railway companies as might desire to enter the same over the facilities of the Merchants Company, respondent caused to be constructed and now maintains, a connection between the southern terminus of the Merchants Company and the new union passenger station.

Further, fully answering, respondent avers and states the facts to be that the operation of a single union passenger station open to all railway lines, at which change of passengers and baggage may be effected without transfer, and the maintenance of a system of terminals by which freight originating at industries in the City of St. Louis having railway connection, destined to any railway line, or entering the city upon any railway line destined to any such industry, and freight between such industries, may be handled by a single movement, without change of motive power, and for a single charge, are objects which have been and could only be accomplished by the agreement between respondent and the Merchants Company herein referred to, and have re-

sulted in the rendition of railway service with greater facility and dispatch and at less expense than similar services are or can be rendered in any other large city, and have caused substantial and permanent growth in the commerce of the city.

Further, fully answering, respondent avers and states the fact to be that when the agreement of August 13, 1893, was entered into the only means of access to the new union passenger station in the City of St. Louis, which was then nearing completion, for trains crossing the Mississippi river at St. Louis, was through the tunnel; that the use of the tunnel for such purpose was a source of much complaint and annoyance; that by the making of said agreement and the construction of connections between the union passenger station and the tracks of the Merchants Company, hereinabove referred to, passenger trains crossing the river are now enabled to arrive at and depart from the union passenger station without passing through the tunnel. The several railway lines entering the City of St. Louis from the north, in order to reach the union passenger station and to connect with the railway lines entering the city from the south and west, find it convenient to use the facilities of the Merchants Company and of respondent. Such use required a joint agreement between such railway lines on the one part and the respondent and Merchants Company on the other. A large number of industries are so located in and in the neighborhood of the City of St. Louis that connection between the same and the trunk railway lines can only be affected by the use of the facilities of both the respondent and the Merchants Company; and to afford said railway lines and industrial plants such needed

facilities, without discrimination and with dispatch, it is essential that at all times respondent and Merchants Company shall co-operate.

Further, fully answering, respondent avers and states the facts to be that its acquisition of the stock and bonds of the St. Louis Terminal Railway Company, which respondent avers it acquired in the year 1893, was to enable respondent to construct and operate a line of railway connecting the various lines of railway entering St. Louis from the south, west and north, and thus enable respondent to handle with greater facility and convenience traffic to, from and between such railways. At the time such acquisition was effected, the line of said St. Louis Terminal Railway Company had not been constructed, and neither it, said St. Louis Terminal Railway Company, nor said Merchants Company was financially able to construct the line of said St. Louis Terminal Railway Company; that the line of said railway company has been constructed and completed by respondent, and forms a necessary and proper extension of the system of terminals respondent now and since its incorporation has been endeavoring to develop and complete, and furnishes many desirable locations for industrial plants.

Futher, fully answering, respondent avers and states the facts to be that in August, 1893, when the agreements between respondent and the Merchants Company, herein referred to, were entered into, the lease of the Merchants Bridge to the Merchants Company, referred to in the information, had been cancelled; that the earnings of the Merchants Company were, and since its incorporation had been, insufficient to meet its operating expenses and the rent due and payable under the terms of said lease.

Further, fully answering, respondent avers and states the facts to be that the railway tracks in this state owned by respondent are in no sense competitive with the railway tracks owned by the Merchants Company, but the tracks of the respondent and of the Merchants Companny are so constructed as to constitute a continuous line of railway, and the system of one forms a complement to and extension of the system of the other. No part of the traffic originating at or destined to any points on the tracks of the Merchants Company reaches any one of the railway lines entering St. Louis without passing over the facilities owned by respondent. The facilities of the Merchants Company are and can be of no practical value to it, to the commerce of St. Louis, or to local or through railway traffic unless operated in connection with the facilities of respondent company.

Further fully answering, respondent avers and states the facts to be that provisions of the state constitution and of the statutes referred to in the information cannot, do not, and were not intended to apply in any manner to properties or companies of the character of respondent or of the Merchants Company; that the properties of the two companies separately constituted and separately operated are not competitive; that the scarcity of lands in St. Louis available for terminal facilities, the fixed location of many industrial plants in and about the city requiring railway connections, the large number of railways entering the city, the necessity for connection between such railways and between such railways and such industrial plants, and the importance of making such connections with a single and continuous movement, and for a single charge, make it practically impossible to maintain separate and distinct systems of terminals.

The policy of the law and public interests are best subserved by the operation and maintenance of a system of terminals for the common and equal use of all shippers, and which afford all industries railway connections without discrimination and at equal rates and charges.

Further fully answering, respondent avers and states the fact to be that it was organized and exists under and by virtue of the laws of the State of Missouri, relating especially to union depot and terminal companies, for the purpose of maintaining and operating railway facilities for public convenience and safety, and for the transmission of freight and passengers in and in the neighborhood of St. Louis, between the various railway lines entering said city and industrial plants therein, and between such plants and such railways, in such manner as to prevent the unnecessary expense, inconvenience and loss attending the accumulation of a large number of passenger and freight stations; that respondent does not own or operate cars for the transportation of freight, but merely receives and delivers such cars of freight as are destined to or billed from points on its terminal facilities and from or to some one of the railways whose lines connect with respondent's terminal facilities; nor does respondent own or operate trains for the carriage of passengers, but merely furnishes motive power for the movement of passenger trains of various railway lines into and out of the Union Depot of the City of St. Louis, that being so organized and so existing, it operates and controls a large system of terminals in and in the neighborhood of the City of St. Louis, which system is the result of thirty years of growth and development and the expenditure of large sums of money.

It is the policy and purpose of respondent from time to time to add to and enlarge its system of terminals, and as rapidly as the demands of commerce require; to this end it has recently increased its authorized bonded indebtedness to $50,000,000, and has expended several million dollars in the acquisition of new facilities. The interest on its bonded indebtedness has been guaranteed proportionately by the proprietary lines hereinbefore referred to, and in consideration for, as well as protection against, loss on account of such guarantee, it has been agreed between respondent and the proprietary lines that respondent's facilities shall be forever used by the proprietary lines; in no other way can the acquisition, operation and maintenance of necessary and adequate terminal facilities in the City of St. Louis be effected.

Further, fully answering, respondent avers and states the facts to be that copies of the agreements of August, 1893, were duly filed with and in the office of the Railroad and Warehouse Commission of the State of Missouri, on or about the day of their execution, and ever since have been matters of public record and notice; that no question has ever been raised by the State of Missouri as to the validity of said agreements. Relying upon the validity of these agreements and the means afforded thereby to the respondent and Merchants Company of enlarging their respective facilities for the joint operation and more expeditious and convenient handling of traffic, respondent and Merchants Company have so developed their facilities as to avoid incurring unnecessary expense in the construction, maintenance and operation of tracks, and have so adjusted their tracks that trains may readily pass without

interruption from one system to the other, thus affording to all industries alike railway service, regardless of location on either system. Such enlargement of their respective systems and adjustment of tracks have been in the interest of economy, advantageous to the railroad lines, to the public and to shippers, and in keeping with the public policy as expressed in the Statutes in the State of Missouri, and as construed by its administrative officers.

Further, fully answering, respondent avers and states the facts to be that all of its acts herein set forth have been done in good faith and in keeping with public policy, in harmony with the Constitution and Statutes of Missouri, and for the purpose of acquiring, developing, maintaining and operating adequate terminal facilities at and in the neighborhood of the City of St. Louis, for the purpose of developing the commerce of the city and meeting its requirements, affording ready and convenient methods for the handling of freight and passenger traffic, and at all times operating the facilities with economy. Its tolls and charges have at all times been so regulated that the revenue therefrom has been adequate only to make needed improvements and repairs and pay the cost of maintenance, operation and interest on bonded indebtedness. No dividends nor profits in any form have ever been paid at any time to any of its stockholders. Its properties are, and by the terms of the agreements hereinbefore referred to must forever be operated without the purpose of producing profit, but solely for the handling of railway traffic at and in the neighborhood of the City of St. Louis.

Wherefore, having fully answered, respondent prays that its rights, franchises and corporate powers be confirmed as heretofore exercised and enjoyed.

This return was withdrawn, a demurrer filed to the information, upon which the case was submitted and decided.

The opinion of the court is as follows:

"This is a proceeding on information of the Attorney General, the object of which is to exclude the respondent corporation from all corporate franchises, and to annul its charter, on the ground that it has violated the law of this State which prohibits a railroad company from consolidating with another company which owns or controls a parallel or competing line.

The information sets out in chronological order the several corporations that have been chartered to handle the terminal railroad business in St. Louis. From its statements the following facts may be gathered.

In 1874 the structure now known as the Eads Bridge across the Mississippi was finished. The railroad tracks over that bridge extending from the east to the west entered a tunnel under Washington avenue, in St. Louis, which ran west and southwest until it merged at a point near Eighth and Poplar streets. In that year a Union Depot Company was chartered which erected a Union Depot and passenger station with switch tracks, yards, etc., at a point near Twelfth and Poplar streets. From that date on there were various companies chartered under the general railroad law whose object was to construct, maintain and use railroad tracks for the purpose of handling cars and trains of the various railroad companies coming into and out of the Union Depot from the south and the west, and also from the east over the Eads Bridge. Through these corporations, rights of way were acquired, tracks and switch

yards necessary for this business were constructed connected with the tracks of the Union Depot Company extending from Compton avenue on the west to the properties of the Union Depot Company, thence east and through the tunnel and across the Eads Bridge, by means of which trains of all railroads coming from the several directions above indicated were recieved by the agencies of the terminal company at the various termini of the railroads, and drawn into the premises of the Union Depot and in like manner trains departing from the city were taken charge of at the Union Depot by the Terminal Company and drawn over its tracks and delivered to the railroad companies at their respective termini, and there were also constructed switch tracks and spurs reaching to private business establishments located in the vicinity, or along the general course, of the terminal tracks. The Union Depot and passenger station, and all its equipments were subsequently moved farther west and now occupy blocks between Eighteenth and Twenty-first streets.

In 1889 the several corporations owning the terminal rights and properties above mentioned consolidated and took the name of the "Terminal Railroad Association of St. Louis," the original authorized capital stock of which was $7,000,000.00, which in 1893 was increased to $12,000,000,000, and in 1903 to $50,000,000. That consolidated corporation was organized under the general railroad laws of this State. It is the respondent in this suit. The respondent thus became the owner of all the rights and properties above mentioned, including those of the Union Depot Company, all of which, in the language of the information, "constituted the larger part of the terminal, switching and car storage facilities subject to use by persons and corporations engaged

in business in St. Louis and used by them in transferring and switching the products so dealt in or manufactured by them to and from the railroad tracks and lines of railroad companies running into, through and from said city, and to and from the various factories, manufacturing establisments, freight depots, warehouses, private tracks and switches and other places in said city from the factories, storage warehouses, depots, railroad tracks and switches in said city to the place of distribution or delivery depot in said city, and in switching and conveying the freight and passenger cars from and to the switches, side tracks, depots, warehouses and termini of the various railroads running into said city. This condition continued until August 17, 1893, when the respondent by agreement of that date with the St. Louis Merchants Bridge Terminal Railway Company acquired control and practical ownership of the properties of that company. It is that agreement that forms the chief ground of the charge in the information that the respondent has violated the law.

The structure known as the Merchants Bridge is a railroad bridge spanning the Mississippi about two miles north of the Eads Bridge, its west end being at Ferry street in St. Louis. The St. Louis Merchants Bridge Terminal Railway Company, which we will hereinafter call the Merchants Terminal, was incorporated under the general railroad law of this State in 1887. The object declared in its articles of Association was to construct and maintain a standard gauge railroad within the limits of the city from the Union Depot to the northern city limits; and from a point where it crosses North Market southwardly to Carr Street; and from Ferry street eastwardly across the Merchants Bridge into

the State of Illinois; also from the point where it crosses Pope Avenue northwardly to the intersection of Morin and Florissant avenues, in all fifteen miles.

In 1892 the Merchants Terminal Company acquired from another corporation called the St. Louis Terminal Railway Company a line of railroad which was to be constructed from a point near the northern limits of the city running north and westward and then southwestward, belting the city to Arloe station in St. Louis county, which is a station on the St. Louis & San Francisco Railroad. The design of this road was when it should be completed to furnish all persons and corporations in the city who might have use therefor "railroad connections, tracks, switches, freight cars, terminal and railroad terminal facilities including depots, warehouses, car storage therein, switching facilities, and railroad track and terminal connections with the various railroads running into the city," and in this respect the design was to compete with the respondent in doing that business.

On August 17th, 1893, the respondent entered into an agreement the particulars of which are set out in the information and a copy filed as an exhibit, the result of which was to give the respondent the practical ownership and control of the properties of the Merchants Terminal Company and, with the other properties held by respondent, to give to respondent control of all instrumentalities now in operation in the city designed for handling the terminal business of the railroads centering in St. Louis.

The conclusion drawn by the Attorney General from those facts is that the respondent, the Terminal Railroad Association of St. Louis, has violated the law as ordained in Section 17, Article XII of the

Constitution of this State and as declared in Section 1062 R. S. 1899.

The respondent demurs to the information assigning as grounds therefor that the information does not show:

1. That respondent's road and that of the Merchants Terminal are parallel or competing lines.

2. That they are railroads within the meaning of Sec. 17, Art. XII of the Constitution or of Section 1062 R. S.

3. It does show that the properties of the repondent are such as it was authorized to acquire and use by the provisions of Sections 1164-1165 and the amendments thereof by the Act of the General Assembly of 1903.

I.

The clause in the constitution which it is contended has been violated is found in Section 17, Article XII, which section is as follows:

> "No railroad or other corporation, or the lessees, purchasers or managers of any railroad corporation, shall consolidate the stock, property or franchises of such corporation with, or lease or purchase the works or franchises of, or in any way control, any railroad corporation owning or having under its control a parallel or competing line; nor shall any officer of such railroad corporation act as an officer of any other railroad corporation owning or having the control of a parallel or competing line. The question whether railroads are parallel or competing lines shall, when demanded, be decided by a jury, as in other civil issues."

In 1875 when the convention which framed our Constitution was in session there were already lines

of railroads running through the State which were parallel and competing, not parallel in a strictly governmental sense and not competing at all points, but parallel as that word has come to be used in a commercial sense as applied to railroads, and competing between principal termini for the business of carrying freight and passengers between those points. And it required then but little foresight to discern that other lines of railroads in a like sense parallel and susceptible of being used in a like sense in competition would be constructed crossing or traversing the state in all directions. The history of those times tells us that the people were already awakened to the advantage that competing roads would afford them and to the necessity of preserving that advantage. It was in view of the condition then existing and conditions then to be reasonably anticipated that the clause in the constitution above quoted was adopted. Courts should not lose sight of those conditions when construing that clause. In the language of the Attorney General "it must be construed in the light of its practical, popular and general sense, with the view of protecting the public against adversities and injuries which would naturally follow in the absence of this inhibition." And we make free to quote from the Attorney General again when he says: "The spirit and object of the constitutional inhibition must be regarded; it will not do to juggle with its technical meaning.'

Going back to the date when the constitutional convention was in session and viewing the physical and commercial conditions as they were at that date we must conclude either that a system of terminal railroad appliances such as the information shows has, since then, been involved in St. Louis, had not

then been conceived by the members of the convention, or else that they did not understand that they were affecting that class of public utilities when they adopted the clause now under consideration. Because if they had such traffic appurtenances in mind and if they intended to include them in the inhibition, they would have used words more apt to express such intention. The words as used are sufficient to forbid a consolidation of railroad companies whose lines are parallel or competing in the sense above mentioned tracking the state through its length or its breadth, they need no other words of explanation to give that effect and that is the effect that we would naturally conclude the framers of the constitution intended them to have.

We have a right to presume that a system of terminal railway appliances as a public utility was not altogether unknown to the members of the constitutional convention, though such a system was then in an undeveloped stage of existence, because, as early as 1871, the General Assembly had passed an act looking to the formation of such a system and, as the information shows, such a system was, in 1875, in a formative state in St. Louis. The act of 1871 amended from time to time as to the General Assembly seemed necessary to meet the wonderful growth of the city and its railroad traffic, has been preserved in our statutes and is now embodied in Sections 1164-1165, R. S., 1899, and Acts 1903, p. 130. The Act of 1871 (Sess. Acts 1871, p. 59) starts out with a declaration of the advantage to be attained and the disadvantages to be overcome by its enactment: "In order to facilitate the public convenience and safety in the transmission of goods and passengers in large cities

from one railroad to another and to prevent the unnecessary expense, inconveniences and loss attending the accumulation of a number of stations." Corporations to do the kind of traffic that the respondent is now engaged in doing were authorized to be found. Thus when the convention was in session there were in the state, corporations engaged in carrying over their railroads freight and passengers from one city to another, and other corporations engaged in trasferring the cars brought by a railroad to its terminus in a city to some other point in the same city or to a common terminus of all railroad traffic in that city. The characters of the business of the two kinds of corporations were essentiallly different though both related to railroad traffic. The one was railroad business in its ordinary meaning, the other railroad business of a special character. A law might naturally be designed with reference to the one without being intended to affect the other. The statute expressly authorizes the formation of a corporation to handle the traffic of all railroads approaching the city, and, to that end, to use a common track, to that extent therefore merging all the railroads in one; and it also authorizes the railroad companies to make such a combination among themselves. There is to be found in the Act of 1871 and its amendments, express authority for railroad companies parallel and competing or otherwise to unite or, if the term is preferred, consolidated, after they reach the city, so as to throw all their terminal business under a joint management. Thus at the time the constitutional convention was in session there was a law expressly permitting railroad companies to consolidate their properties and interests to this extent, and there was in fact, according to the averments in the information such a consolidation of in-

terests, by railroad companies, in operation in this city, therefore before we can say that the framers of the constitution intended this section to apply to corporations engaged in strictly terminal business, or to railroad companies uniting in a common terminal system, we must say that they intended to forbid the formation of such a union terminal system as the statute had expressly authorized.

The history of the railroad terminal business as disclosed in the information and the acts of the General Assembly affecting the same, show that neither the men engaged in the business nor the members of the General Assembly from first to last have ever put such an interpretation on the constitution.

The main purpose in the minds of the members of the convention in adopting this section was to preserve to the people who might have a choice of railroads between two points, the advantage in rates that would accrue to them from competition between rival companies. We must not lose sight of that purpose in our consideration of this subject.

The purpose of the statute of 1871 and its amendments as proclaimed in its preamble and as shown by its provisions is to obviate the necessity of every railroad having its own passenger station, freight depot and switch yard, involving the expense and inconvenience of moving passengers by means of omnibuses, and other such vehicles, to other stations in the city, and the unloading and hauling of freight from the terminus of one road to that of another or to the consignee's place of business in the city or from the manufactory to the railroad terminus all of which as appears in the now almost forgotten history of railroad traffic in the past, was accomplished at the great inconvenience and expense of the passenger and the shipper.

The purpose of the General Assembly was to allow such combination among the managers of the railroads entering the city as to reduce to the minimum the number of tracks, bring all the trains to one terminus, all freight to a common point for distribution, all cars to a common yard. It expressly authorized two or more railroad companies to do this and it put no limit to the number that might so combine.

The railroad companies in this state have for thirty years past been acting on the theory that they had the right to do that and so they have unless we can say that the framers of the constitution intended to forbid them doing so.

The purpose of the statute is not only not in conflict with the purpose of the constitution but is in aid of it. We have between our two greatest cities, St. Louis and Kansas City, four or five railroads which in the sense above mentioned are parallel and competing lines for the traffic between those two cities. Suppose a manufacturing concern in the northern part of the city has a switch track to its establishment connecting it with the Merchants Terminal tracks and desires to make shipments of its products to Kansas City, the business of the concern is of such magnitude as to make its patronage an object of rivalry ketween all the railroad companies reaching that market. But if the Merchants Terminal Company can deliver the cars which are loaded on the switch at the manufacturer's establishment to one railroad only that railroad has a practical monopoly of the business of that manufacturer. But if the whole terminal system is open to the shipper he may invite bids on his freight and employ the railroad that will take it at the lowest rate. That is the system that this respondent has established, and it is bound to serve all railroad companies ap-

proaching St. Louis on the same terms; in the language of the information (paragraph 10) " the general object and purpose being to provide the most ample and convenient connections, accomodations and terminal facilities in St. Louis for all railroads now entering, or hereafter to enter the same, and all individuals and companies doing business with said railroads." The state has ample power to hold the respondent to a faithful performance of that public duty, to prevent favoritism and to prevent extortion.

We gather from the information that all along the lines of the terminal tracks, intersecting the city from north to south, from east to west, and belting it on the west, there are manufacturing and other business concerns with switch tracks or spurs into their premises which enable the shipper to load the cars on the switch tracks on his premises and have them delivered to any railroad that reaches the city. A more effectual means of keeping competition up to the highest point between parallel or competing lines could not be devised. The destruction of the system would result in compelling the shipper to employ the railroad with which he has switch connections or else cart his product to a distant part of the city; at a cost possibly as great as the railroad tariff.

St. Louis is a city of great magnitude in the extent of its area, its population, and its manufacturing and other business. A very large number of trunk line railroads converge in this city. In the brief of one of the well informed counsel in this case it is said that St. Louis is one of the largest railroad centers in the world. Suppose it were required of every railroad company to effect its entrance to the city as best it could and establish its own terminal facilities, we would have a large number of passenger stations, freight depots and switch yards scattered all

over the vast area and innumerable vehicles employed in hauling passengers and freight to and from those stations and depots. Or suppose it became necessary in the exigency of commerce that all in-coming trains should reach a common focus, but every railroad company provide its own track; then not only would the expense of obtaining the necessary rights of way be so enormous as to amount to the exclusion of all but a few of the strongest roads, but, if it could be accomplished, the city would be cut to pieces with the many lines of railroad intersecting it in every direction, and thus the greatest agency of commerce would become the greatest burden.

This is what our General Assembly as early as 1871 to some extent at least foresaw and attempted to relieve against, and we cannot believe that the constitutional convention in 1875 was less appreciative of the conditions then present or in prospect, and hence we cannot believe that the convention, when it said that two lines of railroads that were parallel or competing should not be brought under one ownership or management, meant that two lines, used exclusively for bringing the trains from the several railroad termini in the city or at the city's border to a common terminus, should not be so consolidated; because as we have seen the consolidation of the terminal facilities promotes the competition that this clause in the constitution was designed to preserve.

What we have above said is intended to apply to the respondent in reference to the charge in the information that it has violated the clause of the constitution forbidding the consolidation of railroad companies whose lines are parrallel or competing; we hold that that constitutional inhibition was not

intended to apply to companies owning lines of railroads used alone in terminal business.

II.

The information charges that the roads owned by the respondent in 1893 and those owned by the Merchants Terminal Company were parallel or competing lines. That is the statement of a conclusion which depends for its correctness on the facts from which it is drawn. The words in the constitution descriptive of the lines are "parallel or competing." The conjunction "or" is there used to co-ordinate the two words which it connects, as equivalent, the one of the other. The law makers were concerned, not so much with the figure the lines of the roads would make when traced on the map, as they were with the commercial relation the lines bore to each other; the desideratum was to preserve the competition.

The two railroad bridges crossing the river are parallel, whether they could have been used in 1893 by their respective owners in competition with each other, depends on the facilities that each had for receiving and delivering trains from the various railroads approaching St. Louis from the east aimed for the Union Station or trains departing from the Union Station destined to the east.

The information gives us to understand that the respondent company was, already in 1893, before it acquired the right to use the Merchants Terminal tracks equipped to do that business, and it specifies the lines of railroad and appurtenances that constituted that equipment, but it it does not show that the Merchants Terminal Company was equipped o do a like business. In that important particular

this case differs from East St. Louis, etc., Ry. vs. Jarvis, 15 Am. & Eng. Ry. Cases (N. S.) 459, to which we are referred. In that case there were two belt lines which crossed and tapped all the railroads north of Cahokia Creek terminating in East St. Louis, and the two companies were in fact actively engaged in competing with each other for the same business. The court said: "It appears that in 1884 these two companies were cutting rates, buying business and losing money, and upon the advice of a mutual friend * * * the two companies concluded to put the two properties under the same management and as a result the leases in question were made." No such condition is shown in the case at bar.

In paragraph 26 of the information the lines of road owned and operated by the respondet at the date of the organization of the Merchants Terminal and thence down to the date of the agreement of consolidation complained of, are given, but in the next paragraph when the lines of the Merchants Terminal are given the present tense only is used. These lines are described as commencing at the Merchants Bridge thence going southwardly crossing certain streets and blocks described by name and number until it crosses block 419 and Eighth street, the description of the course then given is in these indefinite words "thence westwardly to the present Union Station." Whether the Merchants Terminal Company before the contract complained of had independent connection with the Union Station, or whether trains coming over the Merchants Bridge could have been delivered in the premises of the Union Station or trains destined for the east could have been taken thence over the route of the Merchants Terminal independent of the appliances of

the respondent the information does not say. It says the Merchants Terminal Company had a perpetual lease of the Merchants Bridge, but what connections it had on the east bank of the river or what facilities it had for receiving and delivering trains on that side it does not say. It does not say that before or at the time of the contract assailed the Merchants Terminal was in actual competition with the respondent in the hauling of trains, or that it had the means or equipment to compete with respondent for the business. The fact that connection is now made between the Merchants Terminal tracks and those of the Union Station do not justify the inference that such connections existed before the Merchants Terminal passed under control of the respondent.

The Merchants Terminal could not have been a competing line unless it had such connection, and it could not have become a competing line unless it had the right and power of acquiring such connection. The essential facts to constitute the Merchants Terminal a competing line with that of the respondent are not stated in the information, at most they are left to inference, but since the information is aimed at the life of the respondent it must be construed *contra proferentem.*

The facts stated in the information do not justify the conclusion therein drawn that the Merchants Terminal was at the time of the consolidation complained of, a competing line with the lines of the respondend.

III.

It is argued that the contract of August 17, 1893, whereby the consolidation was affected was *ultra vires* and that it was against public policy. This

assails the validity of the act of consolidation on grounds independent of the constitutional provision above discussed.

The Attorney General in his brief says: "And it has been time and again held that contracts made by and between *quasi* public corporations, whereby the corporate powers and duties of the one are delegated to the other, and where an attempt is made to alien either absolutely or conditionally the franchises essential to the performance of its public duties, are *ultra vires* and absolutely void." And authorities are cited in the brief which support the proposition.

Of course a statute cannot authorize the doing of an act which the constitution forbids. Since, however, we have concluded that the consolidation complained of is not within the range of the constitution inhibition we may now consider it in the light of the statute.

There is no controversy in this suit between individuals and the corporation; it is the state through its law officer that is here calling the corporation to the bar and demanding judgment of extinguishment of its corporate life on the ground that it has committed an act beyond its corporate power, and an act contrary to public policy.

It might be conceded without affecting the result, that in 1893 the respondent had not the corporate power to purchase the stock of the Merchants Terminal Company, but its act in that respect, even if *ultra vires*, was not for that reason necessarily against public policy. The effect of it was, according to the information, to put all the terminal railroad business under one management, but in so far as that concerned public policy it was in line with the policy declared in the preamble to the act of

1871 and repeated in every revision since that date. In 1903 Sections 1164, 1165 were amended expressly conferring on such terminal railroad companies the corporate power to acquire and hold the stock of other such companies. Sess. Acts 1903, p. 130.

The General Assembly is the source of corporate power and it is also the authority to declare the public policy of the State. Until the General Assembly has spoken on the subject, it is the province of the courts to judge whether or not a given act is contrary to public policy in the light of the common law, but after the law making power has declared the public policy, the courts must enforce the policy as so declared.

If it be conceded that in 1893 the acquisition by the respondent of the stock of the Merchants Terminal was against public policy, it is not so now because in 1903 the General Assembly expressly authorized it.

What right, therefore, has the state now to demand the annullment of the respondent's charter on the ground that it has done an act which it had no corporate power to do and which was then contrary to the public policy, when the state itself has, since the act was done, conferred on the respondent the right to do it and declared that it is in the interest of the public? In so far as it appears from the information, the state alone is interested in this matter, and since the state before this information was filed has expressly authorized the doing of the act in question, the court would not be justified in condemning the act as unlawful or against public policy.

The second count in the information relates to the acquiring by respondent of the property of the St. Louis Transfer Railway Company. What has al-

ready been said in reference to the first count applies with equal effect to this count.

The demurrer is sustained and ouster denied."

The sections of the Missouri Statutes referred to in the opinion are as follows:

Sections 1164 and 1165 as Amended 1903, of Statutes of Missouri

Section 1164.—In order to facilitate the public convenience and safety in the transmission of goods and passengers in and in the neighborhood of large cities, from one railroad to another, and to prevent the unnecessary expense, inconvenience and loss attending the accumulation of a number of stations, any number of persons not less than five, or any such number of persons, not less than five, and any railroad company or companies, are hereby authorized to form themselves into a corporation under the general laws of this state, relating to private corporations for the purpose of constructing, establishing and maintaining a union station for passengers or freight depots, or for both, in or in the neighborhood of any city of this state, with the necessary offices and rooms convenient therefor, and the appurtenances thereto, and, for that purpose, may make and sign articles in which shall be stated the number of years the same is to continue, the city in which the same is to be located, the amount of the capital stock of said company, which shall not exceed ten millions of dollars, the amount of each share of stock, the names and places of residence of its directors who shall manage its affairs for the first year and until others are chosen in their place, the number of its directors which shall not be less than five nor more than twenty, and shall also state the

amount of stock taken by each subscriber. And any railroad company may construct, build, operate and maintain a union station in, or in the neighborhood of any city of this state, for passengers or freight depots, or for both, with the necessary offices and rooms convenient therefor, and the appurtenances thereto, and shall have like powers in connection with any such union station or depots, or both, as are possessed by union depot companies formed under this act.

Section 1165.—**Powers of Such Corporation or Railroad Company.**—Every corporation formed under the preceding section, and every railroad company which may build and operate a union station or depot under said section, shall, in addition to the general powers conferred by the laws of this state, in relation to corporations, have power: First, to take and hold for the purposes mentioned in said section such real estate and railroad and other property as it may acquire by conveyance to said corporation, and such real estate as it may acquire under the provisions of said previous section by condemnation; second, to take, occupy and condemn any lands and real estate needed for the establishment of such union station or depot, or the terminal facilities in connection therewith, and the same proceedings shall be had therefor as provided by law relating to the appropriation and valuation of land taken for telegraph, macadamized, graded or plank or railroad purposes, so far as applicable thereto, and, when so condemned, the said land and any interest therein shall belong to such corporation or owner thereof; third, to hold and acquire, by purchase or condemnation, any such real estate as may be requisite or necessary for the purpose of constructing, erecting, maintaining and

operating terminal facilities for the use of the railroads occupying or having access to such union station or depot, and also to build, maintain and operate terminal railroads and terminal facilities to be used in connection with such union station or depot, and to build, maintain and operate railroads, ferries and bridges over navigable streams, or otherwise, and to construct tunnels as and for approaches to said union station or depot, and to such extent as may be deemed necessary by the corporation operating and maintaining such union station or depot, and for such purposes to acquire property and extend its terminal facilities beyond the limits of this state, and also to transport, or permit to be transported, persons and property over such railroads, ferries and bridges as may be built or operated by any corporation operating thereunder and to charge compensation therefor, and such depot or railroad company may acquire and hold the stock and obligations of any company operated in connection with or forming part of the terminal facilities of such union depot or railroad company, and may guarantee the principal and interest of such obligations and dividends upon such stock; fourth, to have the right to lay the necessary tracks across, over, upon or under such streets of the city in which said station or depot is to be constructed, and across, over, upon or under such roads of the county or counties into which such terminal facilities are to be extended, as may be necessary in order to make the necessary connections with all such railroads as are to have access to said station or depot, and also to construct such station or depot across, under, over or upon any such streets or roads: Provided, that nothing herein contained shall be construed to authorize the

construction of such tracks, or station or depot, not already located, across, under, over or upon any street in a city or a road of any county, without the consent of the corporate authorities of such city or the county court of said county; fifth, from time to time, to borrow such sums of money as may be necessary for the construction, completion, equipment, maintenance, finishing, operating or repairing of such station or depot, and the terminal facilities connected therewith, or for the purpose of funding its floating debt, or refunding its bonded debt, or for the purpose of making additions, alterations or betterments to its property, authorized by its charter, or for making any connection with any railroad which is to have access to such union station or depot, or with any bridge or tunnel connected with or forming a part of such terminal facilities, or for the construction, alteration or repair of any such bridge or tunnel connected with or forming a part of such terminal facilities, and for any or all of the above named purposes, may issue, sell, hypothecate and dispose of its corporate bonds for such amounts and at such prices as may by such corporation be deemed proper for obtaining any amount so borrowed, and may mortgage its corporate property and franchise or franchises, or any part or parts thereof, to secure the payment of such bonds or of any debt so contracted by such corporation for any of the purposes aforesaid; sixth, to open, from time to time, books of subscription to the remainder of the capital stock not taken by the subscribers to the articles of association: Provided, however, that any company organized under this act shall not have the power by condemnation to acquire the property now owned by any other union depot company or railroad com-

pany and used or needed for its corporate purposes, but any company formed hereunder shall have the same right and power to intersect, connect with and cross other railroads with its tracks, and to join and unite its tracks with those of similar companies or railroad companies as is by the constitution and laws of this state conferred upon railroad companies, and the same method of ascertaining the compensation to be made therefor shall apply as is provided in the case of railroad companies under similar circumstances.

H. S. PRIEST,
T. M. PIERCE,
Solicitors for Appellees.

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STATEMENT 1

No. ~~686.~~ 385

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1911.

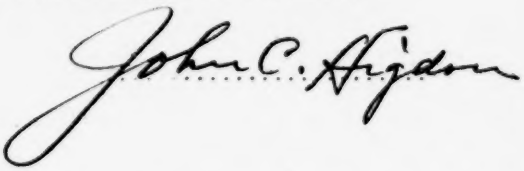
THE UNITED STATES,
Appellant,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al.,
Appellees.

MOTION FOR LEAVE AS AMICUS CURIAE TO FILE BRIEF AND MAKE ORAL ARGUMENT.

Now comes John C. Higdon and respectfully prays that leave may be granted unto him, as *amicus curiae*, to file herein a brief and make oral argument in support of the Government's position, **but more especially to suggest and show unto the Court that the Government is vitally interested in the subject-matter of this cause**, as shown by another cause now pending in the Circuit Court for the Eastern Judicial District of Missouri, in which your petitioner is a party complainant.

Such other cause is a suit filed by your petitioner on behalf of himself and all other citizens of the United

States against the said appellees (The Terminal Railroad Association) and others, for the appointment of a receiver, for an injunction and for an accounting of seventeen years' profits, **on the ground that said appellee , by its alleged illegal acts, long since forfeited to the United States the subject-matter herein mentioned, known as the Merchants Bridge, by violating the Bridge charter granted by Congress.** (Acts of February 3, 1887, and September 10, 1888.)



And in support of this motion your petitioner respectfully suggests and shows unto the Court that he and all citizens are substantially interested in the subject-matter as alleged in another cause now pending in the United States Circuit Court for the Eastern Division of the Eastern Judicial District of Missouri, in which your petitioner is a party complainant, entitled:

John C. Higdon and Numerous Citizens, Complainants, Versus St. Louis Merchants Bridge Company *et al.* and the Terminal Railroad Association of St. Louis, Defendants.	No. 5885.

That the defendants in said cause, St. Louis Merchants Bridge Company and the Terminal Railroad Association of St. Louis, are also defendants in the cause now before this Honorable Court and in which this motion is entitled.

That said other pending cause is founded upon a bill in equity, and involves the same identical and important question which is involved in the case at bar, to-wit:

> "Have the said defendants unreasonably and unlawfully combined, monopolized and operated, and are they now unreasonably and unlawfully operating the Eads Bridge and the Merchants Bridge (the only two steam railroad bridges across the Mississippi River at St. Louis) in interstate commerce between the States of Missouri and Illinois in violation of the acts of Congress?"

That said other cause also involves the question as to whether or not the said defendants have (by the al-

leged unreasonable and unlawful combination and operation of the said two bridge properties) violated and forfeited the charter of the said Merchants Bridge, granted by Congress, and forfeited the said Bridge itself to the United States?

That the bill of complaint in said other cause alleges, **and the said defendants have admitted,** in the answer filed by them in the cause in which this motion is entitled, that the said properties of the two bridge companies have been consolidated, combined, and are now being jointly operated by the said defendant, The Terminal Railroad Association of St. Louis.

Your petitioner respectfully suggests and shows unto the Court that the question of the unlawful consolidation, combination and operation of the said two bridges is of great interest and importance, not only to the parties to this cause, but to your petitioner, and also to the public.

This is so, because under the charter of said Merchants Bridge every citizen of the United States has a part ownership in the said Merchants Bridge.

The Merchants Bridge was chartered by Acts of February 3, 1887, and Sept. 10, 1888, and the act first referred to contained the following *proviso*, which said bill alleges (and the defendants admit) has been violated:

> "Provided, That if this provision of this act shall at any time be violated in any of these particulars, such violation **shall,** without legal proceedings, **at once forfeit the privilege hereby granted, and said bridge shall become the property of the United States, and** the Secretary of War shall take possession of the same in the name and for the use of the United States."
>
> 24 Stat. at Large, page 375.

Your petitioner respectfully suggests and shows unto the Court that the bill of complaint herein, and in the said other cause now pending in the court below (No. 5885) alleges that the said defendants herein have violated said Acts of February 3, 1887, and Sept. 10, 1888, by unlawfully and unreasonably combining the said two bridge properties.

Further, that your petitioner himself is a complainant in said co-pending cause; that in addition to being (as he is) a member of the bar of this honorable Court, he was a business man—a stockholder in a certain corporation which (as alleged in his said bill) was greatly damaged and driven out of business by reason of the alleged unreasonable, unlawful and fraudulent acts of said defendants herein; and that he filed a bill in equity in said cause on behalf of himself, as well as all other citizens of the United States who might join therein, praying for an injunction, suitable compensation for the seventeen (17) years' alleged unlawful operation of the said Merchants Bridge by the said defendants, and for a dissolution of the unlawful consolidation and monopoly complained of, all as will appear by a copy of said bill to be annexed to your petitioner's brief.

And your petitioner respectfully suggests and shows unto the Court that he has examined the briefs and pleadings in the case at bar (in which this motion is entitled) so far as the briefs have been exhibited to date hereof; has carefully studied the questions involved in both of said causes; and that the brief which your petitioner prays leave to file herein will contain certain considerations not found in the case now on file in this court, as your petitioner believes; and which considerations, as your petitioner believes, have an

important bearing upon the question of unreasonable combination and monopoly involved herein under the Sherman Anti-trust Act.

And therefore your petitioner prays leave, as *amicus curiae,* to file a brief and make oral argument in the cause in which this motion is entitled.

Respectfully submitted,

.....

Service and copy of the within motion acknowledged this .... day of October, 1911.

....., *Counsel for Appellants.*

....., *Counsel for Appellees.*

Office Supreme Court, U. S.
FILED.
OCT 18 1911
JAMES H. McKENNEY
CLERK

No. 376

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1911.

THE UNITED STATES,
Appellant,
vs.
THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al.,
Appellees.

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DIVISION OF THE EASTERN DISTRICT OF MISSOURI.

BRIEF OF JOHN C. HIGDON, AS AMICUS CURIAE, SUGGESTING THAT THE SUBJECT-MATTER HAS BEEN FORFEITED TO THE UNITED STATES.

JOHN C. HIGDON,
As Amicus Curiae.

[illegible] Printing Co., Printers' Bldg., [illegible]

No. 686.

IN THE

Supreme Court of the United States.

OCTOBER TERM, 1911.

THE UNITED STATES,
Appellant,

vs.

THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS et al.,
Appellees.

STATEMENT.

This is a petition, under the Sherman Act, to enforce that act as against the appellees to dissolve an alleged unreasonable monopoly in interstate commerce.

I cannot do better than to adopt the statement of the esteemed counsel for the Government, and especially that contained in the brief filed herein of the Hon. Edward C. Crow, special counsel for the Government.

In lieu of cumbering the records with another brief,

I have hereto attached a copy of the bill of complaint filed in another cause now pending in the court below, entitled:

John C. Higdon, and Numerous Citizens, Complainants, vs. St. Louis Merchants Bridge Company *et al.*, and the Terminal Railroad Association of St. Louis, Defendants.	No. 5885.

Attention is respectfully called to the statement (page 3) of the said bill of complaint, and to the prayer for relief.

Respectfully submitted,

John C. Higdon

IN THE

Circuit Court of the United States

EASTERN DIVISION

EASTERN DISTRICT OF MISSOURI

JNO. C. HIGDON, AND NUMEROUS OTHER CITIZENS,
Complainants,

vs.

ST. LOUIS MERCHANTS BRIDGE CO., DAVID R. FRANCIS; ST. LOUIS MERCHANTS TERMINAL RAILWAY CO., ST. LOUIS BRIDGE CO., AND THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS,
Defendants.

IN EQUITY
No. 5885.

BILL OF COMPLAINT.

To the Judges of the Circuit Court of the United States for the Eastern District of Missouri:

1. John C. Higdon, a citizen of the United States and of the State of Missouri, and a resident of St. Louis in said State, on behalf of himself and all other citizens of the United States who might join herein, brings this, his bill

of complaint, against David R. Francis, a resident of the City of St. Louis in said State of Missouri; the St. Louis Merchants' Bridge Company, the St. Louis Merchants' Bridge Terminal Railway Company; the St. Louis Bridge Company; and the Terminal Railroad Association of St. Louis, corporations organized, existing and doing business under and by virtue of the laws of said State of Missouri and having their principal offices and places of business at the said City of St. Louis.

STATEMENT.

And thereupon, your orator complains and says:

2. That the officials of the said defendant corporations, more than a quarter century ago, usurped the prerogative of the people of the City of St. Louis, and bound them with the chains of taxation without representation, and the same is true of the people throughout the entire State of Missouri; the plutocracy thereby established entrenching itself so firmly that it became and is notorious under the various appellations of the "Bridge Arbitrary," the "Bridge Trust" and the "Big Cinch."

3. Their said nefarious object, the said defendant corporations accomplished by their monopolistic ownership and operation of the one existing bridge extending across the Mississippi River at St. Louis, at that time.

4. On information and belief, your orator and innumerable other citizens of St. Louis and of the State of Missouri, occupying territory west of the Mississippi River, have been for more than twenty-five years, and now are, in this boasted twentieth century, in abject commercial servitude to the despotic decrees of the defendant corporations, as our forefathers were in 1766 to the monstrous "Stamp Act" of George III., culminating in the signing of the immortal Declaration of Independence.

The First Bridge at St. Louis.

5. The first bridge across the Mississippi at St. Louis (known and called hereinafter the Eads Bridge) was built at St. Louis by the Illinois Bridge Company, and opened for operation on July 4th, 1874. This bridge was built by

a corporation independent of any railroad company, and was erected as an independent instrument of interstate commerce, and has its western approach at the foot of Washington avenue, in the City of St. Louis and its eastern terminus in East St. Louis, Illinois; it has a double deck and has a double track, standard gauge railroad, on its lower or first deck, and immediately over the said railroad tracks a wagonway and sidewalk for pedestrians and a double track electric line.

6. The above described deplorable condition of the people continued on down to 1887, when a number of leading citizens of St. Louis, spurred by their guiding spirit, the said defendant, David R. Francis, undertook to get rid of the discrimination against the business interests of their State, and of the high freight rates, by building a second bridge over the Mississippi River to compete with the Eads Bridge.

The Second Bridge at St. Louis.

7. The said defendant, David R. Francis, patriotically headed the movement for the second bridge at St. Louis; he was then President of the St. Louis Merchants' Exchange; he, together with other leading citizens and the business men generally of the City of St. Louis, banded together and appealed to Congress for a franchise to erect a competing bridge over the Mississippi River; the charter was granted by Congress, and the bridge was duly erected and opened for business in 1890, as a competing instrument of interstate commerce.

8. There was inserted in the charter of this bridge (hereinafter known as the Merchants' Bridge) at the urgent request of the said defendant, David R. Francis, and others, *the provision that if said bridge should ever be consolidated with any other bridge across the Mississippi*

River, or that its earnings be pooled with the earnings of any other bridge company on said river, or that if any person who is or may be a director or manager in any other bridge company over said river, be a director or manager of the said Merchants' Bridge, or that if any stockholder in any other bridge over the Mississippi be a stockholder, director or officer of the said Merchants' Bridge, then the bridge company should forfeit its charter and the said bridge should become the property of the United States.

St. Louis' Declaration of Independence.

9. This charter was hailed with delight by the citizens of the State of Missouri, and it may be truthfully said to have constituted their Declaration of Independence of the "Bridge Trust" hereinbefore described.

10. The said act of Congress was approved February 3rd, 1887, and contains the following:

"Section II. That, whereas, the principal reason for giving authority to build the bridge herein contemplated is to secure reasonable rates and tolls for corporations and individuals for passing over the same, the St. Louis Merchants' Bridge Company or its successors or assigns shall not agree or consent to the consolidation of this bridge with any other bridge across the Mississippi River, or to the pooling of the earnings of this bridge company with the earnings of any other bridge company on said river, nor shall any person who is or may be a stockholder, or director, or manager, of any other bridge over said river be a stockholder, or director or manager of the bridge herein provided for:

PROVIDED: That if this provision of this act shall at any time be violated in any of these particulars, such violation shall, without legal proceeding, at once forfeit the privilege hereby granted, and said bridge shall become the

property of the United States, and the Secretary of War shall take possession of the same in the name and for the use of the United States." (24 Stat. at large, p. 375).

11. Your orator, and thousands of other citizens of the State of Missouri had hoped that the said defendant, David R. Francis, and the officers of the said defendant corporations, would have faithfully performed their promises to the people by permitting the said Merchants' Bridge to become and remain an independent instrument of interstate commerce, as in justice and equity they should have done.

12. But now, so it is may please your honors, the said David R. Francis, combining and confederating with other officers of the said defendant corporations and with divers other persons at present unknown to your orator (but whose names, when discovered, your orator prays may be inserted herein with apt words to charge them as parties defendant hereto) and contriving how to wrong and injure your orator and numerous other citizens of the United States in the premises, he, the said David R. Francis, and the officers and paid mercenaries of the said defendant corporations, wrongfully and fraudulently, in violation of the statute above quoted, sold, assigned and transferred the ownership and control of the said Merchants' Bridge to the said defendant corporations who own and control the said Eads Bridge, and the said defendants further violated the said statute by pooling the earnings of the said Merchants' Bridge with the earnings of the said Eads Bridge, all as has been proven and admitted by the said defendants in another suit between substantially the same parties, now pending on appeal from this Court in the Supreme Court of the United States and entitled and designated as follows, to-wit:

No. 686. The United States, Appellant, vs. The Terminal Railroad Association of St. Louis, et al.

13. And your orator says that the said defendants, like unto Benedict Arnold, shamefully betrayed their fellow citizens in the premises, as is shown by the following recital of the facts:

The said defendants, supposing they could vitiate the provisions of the said statute relative to forfeiture, deceived and fraudulently advised Congress, and thereby procured an amendment to said act of Congress against the wishes and rights of the citizens of the United States, intending and contriving to defeat the object for which said Merchants' Bridge was built; the said amendment striking out the word "stockholder" in said Section 11, wherever it occurred; but, as was truthfully said by the illustrious and lamented (but deceived) George G. Vest, on the floor of the Senate, and the lamented (but deceived) Congressman O'Neill, on the floor of the House, at the time of the passage of said amendment:

"THE RIGHTS OF THE PEOPLE ARE AMPLY PROTECTED IN OTHER 'PROVISIONS OF THE BILL.'"

14. The clause in the statute in relation to forfeiture of the bridge still stands, like Gibraltar, a bulwark of the people's rights and as a shining mark of the said defendants' perfidy and corruption. (Amendment approved Sept. 10, 1888. Stat. at Large, vol. 25, p. 474).

15. The whole story of the deception is set forth in detail in the Congressional Record, Vol. 19, part 8, pp. 7861 and 7948.

16. But defendants pretend that because the said amendment permitted stockholders in other bridge companies to become stockholders in said St. Louis Merchants' Bridge Company, the existing unlawful combination could not be averted, when, as a matter of fact, such unlawful combination could readily have been prevented.

and would have been prevented, had the officers of the said defendant corporations performed their usual and expected duty to the people of the United States, but which they failed to do, as aforesaid.

17. Your orator is a member of the bar of this Court and that of the Supreme Court of the United States.

18. He, since the unlawful combination complained of, and prior to the beginning of this suit, invested in an automobile manufacturing business, located in the said City of St. Louis, Missouri, the savings of many years' labor, but the said concern, your orator avers on information and belief, owing in a great measure to the said unlawful acts of the said defendant corporations, as aforesaid, was forced to retire from business and is now engaged in settling up its affairs and endeavoring to begin business anew, the amount of your orator's loss being fully fifteen thousand dollars ($15,000).

19. Your orator, on information and belief, charges that his said loss was indirectly caused by the unlawful acts of the said defendants, and each of them; that the said loss included your orator's family residence at 5561 Von Verson avenue in the City of St. Louis, where he had continuously resided with his family for the period of seventeen years; that by reason of said loss your orator has been reduced to almost a condition of absolute want; that he has been threatened with expulsion from clubs and fraternal organizations, because he has failed to pay his dues therein; and finally he has been compelled to borrow the money necessary to deposit with the Clerk of this Court, as security for costs herein.

20. All this, after almost a lifetime of honest professional activity.

21. Notwithstanding this state of affairs, your orator avers that the said defendants and their cohorts, upon the filing of this suit, will promptly charge your orator with

all sorts of perfidy, misdemeanors and immorality, although your orator has never even thought of approaching any of the defendants in any way, assiduously refraining from even the appearance of such evil; and your orator avers that in filing and prosecuting this suit he is lacking in any desire for personal aggrandizement, and during his many years' practice as a patent lawyer, has had very many opportunities to purloin valuable inventions and otherwise to profit at the expense of his fellow men, but has declined them all, and he does not intend to begin wrongdoing at this late day, the anticipated accusations of the said defendants to the contrary notwithstanding.

22. And, on information and belief, your orator's fate is that of hundreds of other citizens and business men of the City of St. Louis and State of Missouri, whose living expenses have been enormously increased; whose business has been driven across the Mississippi River into the State of Illinois; or has been entirely destroyed by the said unlawful acts of the said defendants.

23. Your orator further avers on information and belief that the representatives of the said defendants will make every unfair effort to impede the progress of this suit, and they will pretend that your orator has no legal or equitable right to bring this suit without the authority of the Attorney General of the United States, and they will pretend that this suit should have been brought by the United States District Attorney, instead of a private citizen.

But your orator shows that he has under the constitution of the United States, and by the authority of the Supreme Court of the United States a legal and equitable right to bring a suit of this nature on behalf of the citizens of the United States, as well as for himself. (Hall vs.

Union Pac. Ry. 3 Dillon 515, Iowa 1875, *Affirmed* by Sup. Ct. Union Pac. Ry. vs. Hall, 1 Otto, 343).

"Living as we do under a common government, charged with the great concerns of the whole Union, every citizen of the United States, from the most remote states or territories, *is entitled to free access not only to the principal departments established at Washington, but also to the judicial tribunals and public offices in every state and territory of the Union.*" .. .. "For all the great purposes for which the federal government was formed, *we are one people, with one common country.*"

"We are all citizens of the United States; and as members of the same community, must have the right to pass and repass through every part of it, without interruption, as freely as in our own states."

"And a tax imposed by a state (or by a corporation of a state) for entering its territories or harbors, is inconsistent with the rights which belong to the citizens of other states as members of the Union, and with the objects which that Union was intended to attain."

2. "Such a power in the states could produce nothing but discord and mutual irritation, *and they very clearly do not possess it.*"

(Justice Miller in pronouncing the opinion of the Supreme Court of the United States, as he did in the case of Crandall vs. State of Nevada, 6 Wallace 35). (Passenger cases, 7 Howard 283).

In this connection your orator shows on information and belief that he duly requested the honorable United States District Attorney for the Eastern District of Missouri, to bring this suit against the Terminal Railway Association of St. Louis for an injunction and accounting of profits since the year 1893, on behalf of himself "and all other citizens of the United States."

In this connection your orator shows that he duly notified the honorable Attorney General of the United States to bring mandamus proceedings against the honorable Secretary of War to compel him to take possession of the said Merchants' Bridge, as provided by law in the act of September 10, 1888; and he further requested him, on behalf of himself and the people, to bring suit in the proper court against said combination, for an injunction and an accounting.

Your orator further shows on information and belief that he duly notified the honorable Secretary of War of the rights of the people in the United States in the premises, and requested him to carry out the said law, and take possession of said Merchants' Bridge as the property of the United States.

24. Your orator further avers, on information and belief that owing to the said unlawful acts of the said defendants, the State of Missouri has long been and is now known by the disgraceful appellation of "Poor old Missouri," and has been reduced from its prior position of fifth in population among the states to the seventh position, as shown by the last official report of the Census Bureau.

25. Your orator further shows that singlehanded and alone he began this fight for the people's rights, as against the wily octopus whose slimy tentacles have so long strangled the commerce of said State of Missouri; but now that the conflict has begun, your orator hopes that the soulful press, the real representatives of the people, the business men of St. Louis, the patriotic officers of the Business Men's League, the Missouri Manufacturers' Association, the St. Louis Million Population Club and other business organizations of St. Louis, will give him their moral support.

26. Your orator further shows that it is the duty of his brother lawyers to volunteer their services and come to your orator's assistance in his efforts to uphold the people's rights in the premises.

27. Your orator further avers on information and belief that the said defendants have already subsidized a portion of the press of the State of Missouri; the said defendant, David R. Francis, being the owner or controller of a majority of the stock of the "St. Louis Republic;" the said defendants have unlawfully controlled the Legislature of the State of Missouri, as witness the monstrous amendments to Section 1164-1165 of the Revised Statutes of the State of Missouri, unlawfully procured in 1903, about the time of the unlawful combination hereinbefore complained of, said amendments making it lawful for the said defendant, the Terminal Railway Company of St. Louis, to "acquire and hold the stock of such other companies." Sess. Acts 1903, p. 130; and finally the said defendants have, by said amendments, rendered powerless the faithful efforts of the Attorney General of the State of Missouri.

28. But for the said fraudulent and inequitable acts of the said defendants, the citizens of said State of Missouri would have enjoyed the benefits of free and untrammeled interstate commerce across the Mississippi River at St. Louis for the past seventeen years, and thereby have added great wealth and population to the commercial interests of the said city and state, as was admitted by the said defendant, David R. Francis, when on May 6th, 1887, at which time he was Mayor of St. Louis and a director in the said St. Louis Merchants' Bridge Company, and also chairman of the Transportation Committee of the St. Louis Merchants' Exchange, he made a report to the people in which he stated that an abolition of the bridge trust would bring about a saving to the City of St. Louis of not less than $1,000,000 annually, making a total of $17,000,000 during the past seventeen years approximately, which amount, by reason of the said unlawful combination, has been diverted from the business interests of your orator and other citizens of St. Louis, but of the exact amount your orator is ignorant and cannot say.

29. Your orator further charges that by reason of the unlawful acts of the said defendants in illegally retaining possession of and in the operation of the said Merchants' Bridge for the period of seventeen years last past, your orator and the other numerous parties complainant hereto have sustained approximate damages in amounts believed to be approximately as follows:

Value of the St. Louis Merchants' Bridge and easements (approaches)	$ 3,500,000
Rents and profits earned by the Merchants' Bridge for seventeen years, at $2,750,000 per annum	46,750,000
The damages admitted by the said defendant, David R. Francis, at $1,000,000 per annum	17,000,000
Total	$67,250,000

Thus estimated, approximately, the amount due your orator and the other citizens of the United States from said defendants, and in controversy hereunder, exclusive of interest and costs is $67,250,000, but of the exact amount your orator is ignorant and cannot say.

30. Your orator did not acquire knowledge or notice of the fraudulent acts hereinbefore set forth before the first day of January, 1910.

31. Your orator is without any adequate relief at law.

32. Your orator offers to do whatever equity requires in the premises.

33. Your orator further shows that he fears and has reason to fear that unless the said defendants are restrained by a writ of injunction issuing out of this Court, that they will continue to practice the said unlawful acts by retaining possession of the said Merchants' Bridge and by operating the same in violation of the law to the great detriment of your orator and all other citizens of the United States, and therefore will cause irreparable injury to your orator's and other citizens' aforesaid rights in the premises.

PRAYER.

Wherefore, your orator on behalf of himself and the people of the United States, prays as follows:

1. That a subpoena may issue out of this honorable Court, directed to said defendants, St. Louis Merchants' Bridge Company, David R. Francis, St. Louis Merchants' Terminal Railway Company, St. Louis Bridge Company and the Terminal Railroad Association of St. Louis, requiring and commanding them to appear in this cause upon a day certain and answer the several allegations in this bill of complaint contained, an answer under oath being hereby expressly waived.

2. That it may be adjudged and decreed by this honorable Court that the combination and conspiracy hereinbefore described are unlawful, and that all acts done or to be done in carrying it out are in derogation of the common rights of the people of the United States, and a violation of the said acts of Congress of February 3, 1887, and September 10, 1888, hereinbefore referred to.

3. That it may be adjudged and decreed by this honorable Court that Section 11 of the said acts of Congress of 1887 and 1888 have been violated by the said defendants in performing the unlawful acts hereinbefore described, and that they have thereby forfeited all right to the said Merchants' Bridge, and the necessary easements thereunto belonging, and together with all rents and profits derived therefrom since said unlawful combination was made in the year 1893.

4. That it may be adjudged and decreed by this honorable Court that the said Merchants' Bridge has by reason of the said unlawful acts of the said defendants, been for-

feited to, and did on the 17th day of August, 1893, become the property of the United States; and that this honorable Court further decree that the Secretary of War shall take possession of the said Merchants' Bridge in the name and for the use of the United States.

5. That it may be adjudged and decreed by this honorable Court that the said defendants be compelled to render a full, true and perfect account under the direction of this honorable Court for all money, assets, rents and profits of whatever nature, which have been received by it since the date, August 17, 1893, to the present time, inclusive, or of the income thereon together with all payments and dispositions made by it of moneys, assets and property of every nature and description since date.

6. That for the purpose of preserving intact the assets of said defendants, and for the purpose of recovering possession of the said Merchants' Bridge or its reasonable value in money, your orator prays that one or more suitable persons may be appointed interlocutory receiver or receivers of the assets, effects and credits of the said defendants, the St. Louis Merchants' Bridge Company, the St. Louis Merchants' Terminal Railway Company, the St. Louis Bridge Company and the Terminal Railroad Association of St. Louis, to preserve their said assets until the final decree herein, with all the usual powers conferred by all, and such other powers in the premises as to this honorable Court shall seem fit; and that said receiver or receivers herein be continued in the final decree to carry the same into effect.

7. That the said defendants and their officers, directors, agents, attorneys and servants may be perpetually enjoined and restrained by injunction of this honorable Court from selling, alienating or in any manner disposing of any of the property, money choses in action, securities, assets or effects whatsoever of the said defendants, or from removing from the State of Missouri or otherwise dispos-

ing of any documents, contracts, obligations, records, books, accounts or papers belonging to or in the possession or control of the said defendant or its officers, directors, agents, attorneys or servants, and that a preliminary injunction may issue out of this honorable Court enjoining and restraining the said defendant, its officers, directors, agents, attorneys and servants in like manner until the further order of the Court.

8. That your orator may have for it other and further remedy in the premises as may be just, including its costs.

And your orator will ever pray, etc.

JOHN C. HIGDON,

On behalf of numerous other citizens of the United States, as well as for himself.

JOHN C. HIGDON,
of Counsel.

JOHN C. HIGDON,
Solicitor for Complainant.

United States of America,
Eastern Division of the Eastern Judicial District of Missouri.

John C. Higdon, being duly sworn, deposes and says: I am the said complainant in the above entitled action; I have read the foregoing bill of complaint, and know the contents thereof, and the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe it to be true.

(Signed) JOHN C. HIGDON.

Subscribed and sworn to before me, this 3rd day of November, 1910.

(Signed) JAS. R. GRAY,
(Seal) United States Commissioner.

UNITED STATES *v.* TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

No. 386. Argued October 20, 23, 1911.—Decided April 22, 1912.

Whether the unification of terminals in a railroad center is a permissible facility in aid of interstate commerce, or an illegal combination in restraint thereof, depends upon the intent to be inferred from the extent of the control secured over the instrumentalities which such commerce is compelled to use, the method by which such control has been obtained, and the manner in which it is exercised.

The unification of substantially every terminal facility by which the traffic of St. Louis is served is a combination in restraint of interstate

trade within the meaning and purposes of the Anti-Trust Act of July 2, 1890, as the same has been construed by this court in *Standard Oil Co.* v. *United States*, 221 U. S. 1, and *United States* v. *American Tobacco Co.*, 221 U. S. 106.

The history of the unification of the railroad terminal systems in St. Louis in the Terminal Railroad Association shows an intent to destroy the independent existence of the terminal systems previously existing, to close the door to competition, and to prevent the joint use or control of the terminals by any non-proprietary company.

A provision in an agreement for joint use of terminals by non-proprietary companies on equal terms does not render an illegal combination legal where there is no provision by which the non-proprietary companies can enforce their right to such use.

Although the proprietary companies of a combination unifying terminals may not use their full power to impede free competition by outside companies, the control may so result in methods inconsistent with freedom of competition as to render it an illegal restraint under the Sherman Act.

This court bases its conclusion that the unification of the terminals in St. Louis is an illegal restraint on interstate traffic, and not an aid thereto, largely upon the extraordinary situation at St. Louis and upon the physical and topographical conditions of the locality.

A combination of terminal facilities, which is an illegal restraint of trade by reason of the exclusion of non-proprietary companies, may be modified by the court by permitting such non-proprietors to avail of the facilities on equal terms.

In this case *held* that the practices of the Terminal Association in not only absorbing other railroad corporations but in doing a transportation business other than supplying terminal facilities operated to the disadvantage of interstate commerce.

One of the fundamental purposes of the Anti-Trust Act is to protect, and not to destroy, the rights of property; and, in applying the remedy, injury to the public by the prevention of the restraint is the foundation of the prohibitions of the statute. *Standard Oil Co.* v. *United States*, 221 U. S. 1, 78.

Where the illegality of the combination grows out of administrative conditions which may be eliminated, an inhibition of the obnoxious practices may vindicate the statute, and where public advantages of a unified system can be preserved, that method may be adopted by the court.

In this case the objects of the Anti-Trust Act are best attained by a decree directing the defendants to reorganize the contracts unifying

the terminal facilities of St. Louis under their control so as to permit the proper and equal use thereof by non-proprietary companies, and abolishing the obnoxious practices in regard to transportation of merchandise.

Unless defendants, whose combination has been declared illegal by reason of administrative abuse, modify it to the satisfaction of the court so as to eliminate such abuse in the future, the court will direct a complete disjoinder of the elements of the combination and enjoin the defendants from exercising any joint control thereover.

THE facts, which involve the validity under the Sherman Anti-trust Act of the Terminal Railroad Association of St. Louis, are stated in the opinion.

Mr. E. C. Crow, Special Assistant to the Attorney General, with whom *The Attorney General* and *Mr. Charles A. Houts*, United States Attorney, were on the brief, for appellant:

The record shows a plain violation of the Sherman Act of July 2, 1890.

Every contract, combination in the form of trust or otherwise, or conspiracy, in undue restraint of trade or commerce among the several States or foreign nations, is illegal. See § 1.

Monopolizing, or attempting, combining or conspiring to monopolize interstate or foreign trade or commerce is illegal. See § 2.

Certain fundamental considerations control. The statute is aimed at restrictions upon interstate commerce. Given a reasonable construction, as it must receive, its purpose is to permit commerce between the States and with foreign nations to flow in its natural channels unrestricted by any combinations, contracts, conspiracies, or monopolies whatsoever. *Hopkins* v. *United States*, 171 U. S. 586; *Loewe* v. *Lawlor*, 208 U. S. 274.

Combinations between competing railroads engaged in interstate commerce to unduly restrain commerce and combinations between *media* or instruments of interstate

commerce fall within the prohibition of the act. *United States* v. *Trans-Missouri Freight Association*, 166 U. S. 319; *United States* v. *Joint Traffic Association*, 171 U. S. 505; *Addyston Pipe &c. Co.* v. *United States*, 175 U. S. 244; *Northern Securities Co.* v. *United States*, 193 U. S. 197; *Anderson* v. *United States*, 171 U. S. 604; *Standard Oil Co.* v. *United States*, 221 U. S. 1.

To monopolize interstate commerce, or the *media*, or instruments of interstate commerce, is to secure, or adopt measures which may bring about an exclusive control of such commerce or of such instruments of commerce so as to prevent others from engaging therein, or using such instruments of commerce. *In re Green*, 52 Fed. Rep. 115; *Northern Securities Co.* v. *United States*, 193 U. S. 197, 402; *United States* v. *American Tobacco Co.*, 164 Fed. Rep. 700; *United States* v. *Knight*, 156 U. S. 1.

It is not necessary to bring a combination within the act, that the result of its operation shall be complete restraint or monopoly, or that it shall have resulted in actual injury to the public. It is sufficient if it really tends to that end and to deprive the public of the advantages which flow from free competition. *United States* v. *Chesapeake &c. Fuel Co.*, 115 Fed. Rep. 610; *United States* v. *E. C. Knight Co.*, 156 U. S. 16; *Northern Securities Co.* v. *United States*, 193 U. S. 197; *Chattanooga &c. Works* v. *Atlanta*, 203 U. S. 390.

The Terminal Association is necessarily engaged in interstate commerce. *United States* v. *Union Stock Yards*, 161 Fed. Rep. 919; *United States* v. *Colorado &c. R. R.*, 157 Fed. Rep. 321; *United States* v. *R. P. T. Co.*, 144 Fed. Rep. 861.

Mr. H. S. Priest, with whom *Mr. T. M. Pierce* was on the brief, for appellees:

The terminal service necessary to be done in a great city may, any or all of it, be done by the railroad com-

panies for themselves. A company may build its own line connecting with another road on the other side of the city, and it may use its own wagons to receive and deliver freight at store doors.

This, and no more, the railroad companies of St. Louis have done. They have acquired the terminal facilities of St. Louis for themselves and are operating them as a part of the instrumentalities of their business. That each one might do this if the instrumentalities employed were its own is conceded, but it is denied that they may combine with each other for that purpose.

The unitary system is in accord with public policy.

Terminal service is a matter of internal economy which the companies may adjust to mutual advantage and no arrangement respecting it operates to restrict competition between them as to the transportation service for the public in which they are engaged.

Whatever facility railroad companies may use in common they may own in common. Common arrangements affecting internal economy have never been held to be in violation of public policy and whenever, in the advance of civilization, they have suggested themselves as feasible, they have been recognized by law, and appropriate regulations have been prescribed for them. In the country every man builds independently. In the crowded section of a great city, however, if all construction were done independently, the waste in space and the increase in cost of construction would be very great.

Community of use of terminals in a large city is more than a matter of convenience, or economy; it is an absolute public necessity.

Under the Interstate Commerce Law, and indeed under the common law of the land, tolls must be reasonable, and the Government has the power to make them so if they are not. The charges of extortion and that the proprietary railroad companies compel all other railroad companies to

use the facilities are not true. There is, indeed, a compulsion, but it is inherent in the situation. The other companies use the terminal property because it is not possible to acquire adequate facilities for themselves. The cost to any one company is prohibitive.

Every consideration of a public nature points to a consolidation of the terminals and to a common use of them by all the railroad companies coming into the city. But to avoid the odious phases of a monopoly, this use must be open to all upon equal terms. The charge for service in any case can be stated in one word—cost. No money received for the service rendered goes to any other purpose than paying expenses of operation, taxes, fixed charges, and proper maintenance. No dividends are paid upon terminal shares, and no proprietary railroad company is a beneficiary of fixed charges. Any new railroad built into St. Louis now has but to secure a way to a terminal track and it has at once the advantages of the entire terminal system.

The public policy of the country as indicated by statutory enactments has been in favor of combination by railroad companies whenever any common matter of internal economy is involved, and also where the combination is in the nature of connecting lines of railroad for the purposes of continuous transportation. Two bridges across a great river, where one will serve, do not facilitate commerce, but burden it with an unnecessary charge.

Common use of the same facilities by different railroad companies has not only been approved, but has been enforced whenever there has been good reason therefor. Act of March 3, 1875, 18 Stat. 510; §§ 1164, 1165, Rev. Stat. Missouri; Union Depot acts of the State of Illinois; April 7, 1875; of Alabama; of February 15, 1907, of Indiana; Burns' Ann. Stat., Col. 2, §§ 5345, 5374; of Iowa, §§ 2099 to 2102, Annotated Code of 1897; of Maine, 60, 51, Rev. Stat. 1903; and of Michigan, Chap.

166, Comp. Laws, 1897; of Minnesota, Act of March 5, 1879; of Nebraska, Chap. 20, Laws of 1887, § 1816, Comp. Stat. 1901; of Ohio, Chap. 3, Tit. 2, 2 Bates' Ann. Stats.; of South Carolina, Code of 1902, Vol. 1, 813; of Tennessee, §§ 2429 to 2437, Code of 1896; of Texas, Chap. 16a, Civil Stat. 1897; of Virginia, § 1294, Code 1904. See Acts of Congress relating to Union Station in Washington, D. C.

It would be singular indeed, if all of the States severally, and the United States as well, were giving their sanction to arrangements and agreements which are in violation of the Sherman Act, and it is much more probable that a construction of that act leading to such a result is entirely without warrant.

Union terminals have been frequently before the courts for consideration, and have always been recognized and approved as legitimate agencies in the work of railroad transportation. *State* v. *Terminal R. R. Assn.*, 182 Missouri, 284; *Bernard* v. *Cheeseman*, 7 Colorado, 376; *Central Railroad Company* v. *Perry*, 58 Georgia, 461; *Birdwell* v. *Gate City Terminal Co.* (Ga.), 10 L. R. A. (N. S.) 909; *Indianapolis Union Railway Co.* v. *Cooper*, 6 Ind. App. 202; *Reisner* v. *Strong*, 24 Kansas, 410; *State* v. *Martin*, 51 Kansas, 462; *Mayor* v. *Norwich R. R. Co.*, 109 Massachusetts, 103; *Mayor* v. *Railroad Commissioners*, 113 Massachusetts, 161; *Union Depot Co.* v. *Morton*, 83 Michigan, 265; *Detroit Station* v. *Detroit*, 88 Michigan, 347; *State* v. *St. Paul Union Depot Co.*, 42 Minnesota, 142; *St. Paul Union Depot Co.* v. *M. & N. R. Co.*, 47 Minnesota, 154; *Chicago, St. Paul & Kansas C. Ry. Co.* v. *Union Depot Ry. Co.*, 54 Minnesota, 411; *Dewey* v. *Railroad*, 142 N. Car. 392; *Riley* v. *Union Station Co.*, 71 S. Car. 457; *Ryan* v. *Terminal Co.*, 102 Tennessee, 124; *Collier* v. *Union Railway Co.*, 113 Tennessee, 96; *Joy* v. *St. Louis*, 138 U. S. 1; *C., R. I. & P. Ry. Co.* v. *U. P. Ry. Co.*, 47 Fed. Rep. 15; *S. C.*, 51 Fed. Rep. 309, and 163 U. S. 564.

The arrangement in question is not in restraint of trade or commerce among the several States, or a monopoly of any part of the trade or commerce among the several States.

Counsel for the Government confuse the operation of the railroad and the cost of it, with the service rendered to the public and the charge for it. The Sherman Act has nothing to do with the former; its restrictions fall altogether upon the latter. No matter how many subordinate agencies of transportation different railroad companies employ in common, no matter how many combinations they may make to secure economy in operation, so long as they do not pool their business or their earnings, so long as they are left free in their relations to the shipping and traveling public, every motive of self-interest remains to incite to competition. And when economy of operation, however accomplished, reduces costs, the end hoped for, through competition, commerce is aided, and charges are reduced to a still lower level.

Mr. John C. Higdon, by leave of the court, filed a brief as *amicus curiæ*.

MR. JUSTICE LURTON delivered the opinion of the court.

The United States filed this bill to enforce the provisions of the Sherman Act of July 2, 1890, c. 647, 26 Stat. 209, against thirty-eight corporate and individual defendants named in the margin,[1] as a combination in re-

[1] The Terminal Railroad Association of St. Louis; The St. Louis Merchants' Bridge Terminal Railway Company; The Wiggins Ferry Company; The St. Louis Bridge Company; The St. Louis Merchants' Bridge Company; The Missouri, Kansas & Texas Railway Company; The St. Louis & San Francisco Railway Company; The Chicago & Alton Railway Company; The Baltimore & Ohio Southwestern Railroad Company; The Illinois Central Railroad Company; The St. Louis, Iron Mountain & Southern Railway Company; The Chicago, Burling-

straint of interstate commerce and as a monopoly forbidden by that law. The cause was heard by the four Circuit Judges, who, being equally divided in judgment, dismissed the bill, without filing an opinion. From this decree the United States has appealed.

The principal defendant is the Terminal Railroad Association of St. Louis, hereinafter designated as the Terminal Company. It is a corporation of the State of Missouri, and was organized under an agreement made in 1889 between Mr. Jay Gould and a number of the defendant railroad companies for the express purpose of acquiring the properties of several independent terminal companies at St. Louis with a view to combining and operating them as a unitary system.

The terminal properties first acquired and combined into one system by the Terminal Company comprised the following: The Union Railway & Transit Company of St. Louis and East St. Louis; The Terminal Railroad of St. Louis and East St. Louis; The Union Depot Company of St. Louis; The St. Louis Bridge Company, and the Tunnel Railroad of St. Louis. These properties included the great union station, the only existing railroad bridge—the Eads or St. Louis Bridge—and every connecting or terminal company by means of which that bridge could be used by railroads terminating on either side of the river. For a time this combination was operated in com-

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ton & Quincy Railway Company; The St. Louis, Vandalia & Terre Haute Railroad Company; The Wabash Railroad Company; The Cleveland, Cincinnati, Chicago & St. Louis Railway Company; The Louisville & Nashville Railroad Company; The Southern Railway Company; The Chicago, Rock Island & Pacific Railway Company; The Missouri Pacific Railway Company; The Central Trust Company of New York; A. A. Allen, S. M. Felton, A. J. Davidson, W. M. Green, J. T. Harahan, C. S. Clarke, H. Miller, Benjamin McKean, Joseph Ramsey, George E. Evans, C. E. Schaff, T. C. Powell, J. F. Stevens, A. G. Cochran, W. S. McChesney, Julius Walsh, V. W. Fisher and S. D. Webster.

petition with the terminal system of the Wiggins Ferry Company, and upon the completion of the Merchants' Bridge, in competition with it, and a system of terminals which were organized in connection with it. The Wiggins Ferry Company had for many years operated car transfer boats by means of which cars were transferred between St. Louis and East St. Louis.

Upon each side of the river it owned extensive railway terminal facilities, with which connection was maintained with the many railroads terminating on the west and east sides of the river, which gave such roads connection with each other, as well as access to many of the industrial and business districts on each side. In 1890 a third terminal system was opened up by the completion of a second railroad bridge over the Mississippi River at St. Louis, known as the Merchants' Bridge. This was a railroad toll bridge, open to every railroad upon equal terms. That it might forever maintain the potentiality of competition as a railroad bridge, the act of Congress authorizing its construction provided that no stockholders in any other railway bridge company should become a stockholder therein. But as this was a mere bridge company, it was essential that railroad companies desiring to use it should have railway connections with it on each side of the river. For this purpose two or more railway companies were organized and lines of railway were constructed connecting each end of the Merchants' Bridge with various railroad systems terminating on either side of the river. The Merchants' Bridge and its allied terminals were thereby able to afford many, if not all, of the railroads coming into St. Louis, access to the business districts on both sides of the river, and connection with each other.

Thus, for a time, there existed three independent methods by which connection was maintained between railroads terminating on either side of the river at St. Louis: First, the original Wiggins Ferry Company, and

its railway terminal connections; second, The Eads Railroad Bridge and the several terminal companies by means of which railroads terminating at St. Louis were able to use that bridge and connect with one another, constituting the system controlled by the Terminal Company, and, third, The Merchants' Bridge and terminal facilities owned and operated by companies in connection therewith.

This resulted in some cases in an unnecessary duplication of facilities, but it at least gave to carriers and shippers some choice, a condition which, if it does not lead to competition in charges, does insure competition in service. Important as were the considerations mentioned, their independence of one another served to keep open the means for the entrance of new lines to the city, and was an obstacle to united opposition from existing lines. The importance of this will be more clearly seen when we come to consider the topographical conditions of the situation.

That the promotors of the Terminal Company designed to obtain the control of every feasible means of railroad access to St. Louis, or means of connecting the lines of railway entering on opposite sides of the river, is manifested by the declarations of the original agreement, as well as by the successive steps which followed. Thus, the proviso in the act of Congress authorizing the construction of the Merchants' Bridge, which forbade the ownership of its stock by any other bridge company or stockholder in any such company, was eliminated by an act of Congress, and shortly thereafter the Terminal Company obtained stock control of the Merchants' Bridge Company, and of its related terminal companies, and likewise a lease.

The Wiggins Ferry Company owned the river front on the Illinois shore opposite St. Louis for a distance of several miles. It had on that side and on its own property, switching yards and other terminal facilities. From these yards extended lines of rails which connected with its car transfer boats and with the termini of railroads on the Illinois side.

On the St. Louis side of the river it had like facilities by which it was in connection with railway lines terminating on that side. That company was, consequently, able to interchange traffic between the systems on opposite sides of the river and to serve many industries. In 1892 the Rock Island Railroad Company endeavored to obtain an independent entrance to the city. For this purpose it sought to acquire the facilities owned by the Wiggins Ferry Company by securing a control of its capital stock. This was not deemed desirable by the railroad companies which jointly owned the Terminal Company's facilities, and to prevent this acquisition effort was made to secure control of the stock. The competition was fierce and the market price of the shares pushed to an abnormal price. The final result being in doubt, an agreement was reached by which the Rock Island Company was admitted to joint ownership with the other proprietary companies in all of the terminal properties which were operated by the Terminal Company or which should be acquired by it. The shares in the Ferry Company bought by the Rock Island were transferred to the Terminal Company at cost and were paid for by that company. These shares, united with those which had been acquired by the Terminal Company, enabled the latter to absorb the properties of the Ferry Company, and thus the three independent terminal systems were combined into a single system.

We come, then, to the question upon which the case must turn: Has the unification of substantially every terminal facility by which the traffic of St. Louis is served resulted in a combination which is in restraint of trade within the meaning and purpose of the Anti-trust Act?

It is not contended that the unification of the terminal facilities of a great city where many railroad systems center is, under all circumstances and conditions, a combination in restraint of trade or commerce. Whether it is a facility in aid of interstate commerce or an unreason-

able restraint forbidden by the act of Congress, as construed and applied by this court in the cases of *The Standard Oil Company* v. *The United States*, 221 U. S. 1, and *The United States* v. *American Tobacco Company*, 221 U. S. 106, will depend upon the intent to be inferred from the extent of the control thereby secured over instrumentalities which such commerce is under compulsion to use, the method by which such control has been brought about and the manner in which that control has been exerted.

The consequence to interstate commerce of this combination cannot be appreciated without a consideration of natural conditions greatly affecting the railroad situation at St. Louis. Though twenty-four lines of railway converge at St. Louis, not one of them passes through. About one-half of these lines have their termini on the Illinois side of the river. The others, coming from the west and north, have their termini either in the city or on its northern edge. To the river the city owes its origin, and for a century and more its river commerce was predominant. It is now the great obstacle to connection between the termini of lines on opposite sides of the river and any entry into the city by eastern lines. The cost of construction and maintenance of railroad bridges over so great a river makes it impracticable for every road desiring to enter or pass through the city to have its own bridge. The obvious solution is the maintenance of toll bridges open to the use of any and all lines upon identical terms. And so the commercial interests of St. Louis sought to solve the question, the system of car ferry transfer being inadequate to the growing demands of an ever-increasing population. The first bridge, called the Eads Bridge, was, and is, a toll bridge. Any carrier may use it on equal terms. But to use it there must be access over rails connecting the bridge and the railway. On the St. Louis side the bridge terminates at the foot of the great hills upon which the city is built; on the Illinois side it

ends in the low and wide valley of the Mississippi. This condition resulted in the organization of independent companies which undertook to connect the bridge on each side with the various railroad termini. On the Missouri side it was necessary to tunnel the hills, that the valley of Mill Creek might be reached, where the roads from the west had their termini. Thus, though the bridge might be used by all upon equal terms, it was accessible only by means of the several terminal companies operating lines connecting it with the railroad termini.

This brought about a condition which led to the construction of the second bridge, the Merchants' Bridge. This, too, was, and is, a toll bridge, and may be used by all upon equal terms. To prevent its control by the Eads Bridge Company, it was carefully provided that no stockholder in any other bridge company should own its shares. But this Merchants' Bridge, like the Eads Bridge, had no rail connections with any of the existing railroad systems, and these facilities, as in the case of the Eads Bridge, were supplied by a number of independent railway companies who undertook to fill in the gaps between the bridge ends and the termini of railroads on both sides of the river. It must be also observed that these terminal companies were in many instances so supplied with switch connections as not only to connect with the bridge, but also served to connect such roads with each other and with the industries along their lines. Now, it is evident that these lines connecting railroad termini with the railroad bridges dominated the situation. They stood, as it were, just outside the gateway, and none could enter, though the gate stood open, who did not comply with their terms. The topographical situation making access to the city difficult does not end with the river. The city lies upon a group of great hills which hug the river closely and rapidly recede to the west. These hills are penetrated on the west by the narrow valley of Mill Creek, which crosses the city about

its center. Railways coming from the west use this valley, but its facilities are very restricted and now quite occupied. North of the city the hills drop back from the river gradually, and there exists a valley formed by the Mississippi and Missouri rivers. Railroads coming from the north on the west side of the river come by this valley. As we have stated before, the valley of the Mississippi at St. Louis is on the Illinois side of the river. Railroads coming from the east, northeast and southeast have their termini in that valley. As a consequence, there have grown up numerous cities and towns of some consequence as manufacturing places, the chief of which is East St. Louis.

The result of the geographical and topographical situation is that it is, as a practical matter, impossible for any railroad company to pass through, or even enter St. Louis, so as to be within reach of its industries or commerce, without using the facilities entirely controlled by the Terminal Company. The averment of the bill that the railroad companies, here defendants, being the sole stockholders of the Terminal Company, as we shall later see, compel all other railroad companies converging at St. Louis to use the facilities owned and operated by the Terminal Company, is, therefore, borne out by the facts of the situation. Nor is this effect denied, for the learned counsel representing the proprietary companies, as well as the Terminal Company, say in their filed brief: "There indeed is compulsion, but it is inherent in the situation. The other companies use the terminal properties because it is not possible to acquire adequate facilities for themselves. The cost to any one company is prohibitive." Obviously, this was not true before the consolidation of the systems of the Wiggins Ferry Company and the Merchants' Bridge Company with the system theretofore controlled by the Terminal Company. That the non-proprietary companies might have been compelled to use the instrumentalities of one or the other of the three systems then available, and

that the advantages secured might not have been so great as those offered by the unified system now operated by the Terminal Company, must be admitted. But that there existed before the three terminal systems were combined a considerable measure of competition for the business of the other companies, and a larger power of competition, is undeniable. That the fourteen proprietary companies did not then have the power they now have to exclude either existing roads not in the combination, or new companies, from acquiring an independent entrance into the city, is also indisputable. The independent existence of these three terminal systems was, therefore, a menace to complete domination as keeping open the way for greater competition. Only by their absorption or some equivalent arrangement was it possible to exclude from independent entrance the Rock Island Company, or any other company which might desire its own terminals. To close the door to competition large sums were expended to acquire stock control. For this purpose the obligations of the absorbed companies were assumed and new funds obtained by mortgages upon the unified system.

The physical conditions which compel the use of the combined system by every road which desires to cross the river, either to serve the commerce of the city or to connect with lines separated by the river, is the factor which gives greatest color to the unlawfulness of the combination as now controlled and operated. If the Terminal Company was in law and fact the agent of all, the mere unification which has occurred would take on quite a different aspect. It becomes, therefore, of the utmost importance to know the character and purpose of the corporation which has combined all of the terminal instrumentalities upon which the commerce of a great city and gateway between the East and West must depend. The fact that the Terminal Company is not an independent corporation at all is of the utmost significance. There

are twenty-four railroads converging at St. Louis. The relation of the Terminal Company is not one of impartiality to each of them. It was organized in 1889, at the instance of six of these railroad companies, for the purpose of acquiring all existing terminal instrumentalities for the benefit of the combination, and such other companies as they might thereafter admit to joint ownership by unanimous consent, and upon a consideration to be agreed upon. From time to time other companies came to an agreement with the original proprietors until, at the time this bill was filed, the properties unified were held for the joint use of the fourteen companies made defendants. In the contract of 1889, above referred to, the purpose of acquiring the first terminals combined, is declared to be, "that said properties may be held in perpetuity as a unit and developed and improved in the interest of the proprietary companies, for the purpose of furnishing adequate terminal facilities in St. Louis and East St. Louis." This purpose was carried out by the conveyance to "each of the proprietary companies . . . forever a right of joint use with each other and such other companies as may be admitted as proprietary lines to joint use thereof, of all said terminal properties . . . now held or that may be hereafter acquired in St. Louis and East St. Louis, . . . it being understood that the right herein granted to each proprietary company is not transferable to any extent whatever, but is to remain as an appurtenant to the railroad now owned by each proprietary company"

That these facilities were not to be acquired for the benefit of any railroad company which might desire a joint use thereof was made plain by a provision in the contract referred to which stipulated that other railroad companies not named therein as proprietary companies might only be admitted "to joint use of said terminal system on unanimous consent, but not otherwise, of the

directors of the first party, and on payment of such a consideration as they may determine, and on signing this agreement," etc. Inasmuch as the directors of the Terminal Company consisted of one representative of each of the proprietary companies, selected by itself, it is plain that each of said companies had and still has a veto upon any joint use or control of terminals by any non-proprietary company.

By that and the supplemental agreement of December, 1902, the Ferry Company and the Merchants' Bridge Company having then been absorbed, the proprietary companies prescribed that the charges of the company shall be so adjusted as to produce no more revenue than shall equal the fixed charges, operating and maintenance expenses. Deficiencies for those purposes the proprietary companies guarantee to make good, though such payments are to be reimbursed by an increase in charges, if necessary.

We fail to find in either of the contracts referred to any provision abrogating the requirement of unanimous consent to the admission of other companies to the ownership of the Terminal Company, though counsel say that no such company will now find itself excluded from joint use or ownership upon application. That other companies are permitted to use the facilities of the Terminal Company upon paying the same charges paid by the proprietary companies seems to be conceded. But there is no provision by which any such privilege is accorded.

By still another clause in the agreement the proprietary companies obligate themselves to forever use the facilities of the Terminal Company for all business destined to cross the river. This would seem to guarantee against any competitive system, since the companies to the agreement now control about one-third of the railroad mileage of the United States.

In acquiring these properties the Terminal Company has assumed mortgage and stock dividend obligations of

the constituent companies aggregating about twenty-five million dollars. It has executed its own mortgage upon all of its property to secure an issue of fifty million dollars of bonds, of which twenty million dollars worth have been sold, and the proceeds used in construction or in paying for the properties acquired. It has thus about forty-five million dollars of mortgage or fixed charges or liabilities. The company has an authorized capital stock of fifty million dollars. Of this about twenty-eight million dollars has been issued in equal proportions, to the several owning railroad companies. No dividends have ever been paid, and the company disclaims any purpose to pay dividends. We fail to find any obligation by which they may be prevented from paying dividends upon the stock held by the proprietary companies, or that in its treasury, if ever issued. Undoubtedly, the major part of this revenue arises from the business done by the proprietary companies through the Terminal Company, but that coming from other companies is, however, a large contribution. That no direct profit is derived by the owning companies from the operation of the terminals, may be true. But it is not clear that the proprietary companies do not make an indirect profit through ownership of obligations of the absorbed companies.

That through their ownership and exclusive control they are in possession of advantages in respect to the enormous traffic which must use the St. Louis gateway, is undeniable. That the proprietary companies have not availed themselves of the full measure of their power to impede free competition of outside companies, may be true. Aside from their power under all of the conditions to exclude independent entrance to the city by any outside company, their control has resulted in certain methods which are not consistent with freedom of competition. To these acts we shall refer later.

We are not unmindful of the essential difference be-

tween terminal systems properly so described and railroad transportation companies. The first are but instrumentalities which assist the latter in the transfer of traffic between different lines, and in the collection and distribution of traffic. They are a modern evolution in the doing of railroad business, and are of the greatest public utility. They, under proper conditions, do not restrain, but promote commerce.

The argument that the combination of the instrumentalities operated by the Terminal Company with those of the Merchants' Bridge Company was a combination of two competing lines of railroad, such as was condemned in *Northern Securities Company* v. *United States*, 193 U. S. 197, is not well founded. This combination if properly regarded as of parallel and competing lines would have been obnoxious to the seventeenth section of the constitution of Missouri. For the purpose of enforcing this Missouri prohibition, the State instituted a proceeding to dissolve the combination of the properties of the Merchants' Bridge Terminal Railroad Company with the Terminal Railroad Association of St. Louis, upon the ground that the railroads operated by those companies were parallel and competing lines of railroad. Relief was denied. The Missouri court held that the merger of mere railway terminals used to facilitate the public convenience by the transfer of cars from one line of railway to another, and instrumentalities for the distribution or gathering of traffic, freight or passenger, among scattered industries, or to different business centers of a great city, were not properly railroad companies within the reasonable meaning of the statutes forbidding combinations between competing or parallel lines of railroad. Referring to the legitimate use of terminal companies, the Missouri court said:

"A more effectual means of keeping competition up to the highest point between parallel or competing lines could not be devised. The destruction of the system would re-

sult in compelling the shipper to employ the railroad with which he has switch connection, or else cart his product to a distant part of the city, at a cost possibly as great as the railroad tariff.

"St. Louis is a city of great magnitude in the extent of its area, its population, and its manufacturing and other business. A very large number of trunk line railroads converge in this city. In the brief of one of the well-informed counsel in this case it is said that St. Louis is one of the largest railroad centers in the world. Suppose it were required of every railroad company to effect its entrance to this city as best it could and establish its own terminal facilities, we would have a large number of passenger stations, freight depots and switch yards scattered all over the vast area and innumerable vehicles employed in hauling passengers and freight to and from those stations and depots. Or suppose it became necessary in the exigency of commerce that all incoming trains should reach a common focus, but every railroad company provide its own track; then not only would the expense of obtaining the necessary rights of way be so enormous as to amount to the exclusion of all but a few of the strongest roads, but, if it could be accomplished, the city would be cut to pieces with the many lines of railroad intersecting it in every direction, and thus the greatest agency of commerce would become the greatest burden." 182 Missouri, 284, 299.

Among the cases in which the public utility of such companies has been recognized are: *Bridwell* v. *Gate City Terminal Co.* (Georgia), 10 L. R. A. (N. S.) 909; *Indianapolis Union Railroad Company* v. *Cooper*, 6 Ind. App. 202; *State ex rel.* v. *Martin*, 51 Kansas, 462; *Mayor* v. *Norwich E. W. Railroad Co.*, 109 Massachusetts, 103; *Union Depot Company* v. *Morton*, 83 Michigan, 265; *State* v. *St. Paul Union Depot Co.*, 42 Minnesota, 142; *Ryan* v. *Terminal Co.*, 102 Tennessee, 111, 124.

While, therefore, the mere combining of several independent terminal systems into one may not operate as a restraint upon the interstate commerce which must use them, yet there may be conditions which will bring such a combination under the prohibition of the Sherman Act. The one in question, counsel say, is not antagonistic to but in harmony with the Anti-trust Act, "because it expands competition by extending equal conveniences and advantages to all shippers located upon each of the three systems for all traffic to and from St. Louis; expedites and economizes the service." It is justified, they argue by "(1) the physical or topographical conditions peculiar to the locality; by (2) its commercial, industrial and railroad development and history; by (3) public opinion expressed legislatively and judicially, and (4) by the judgment of experienced railroad engineers and managers." From which consideration the same counsel say that the issue presented by this record is, "whether the common control or ownership of all the terminal facilities (mechanical devices for the exchange, receipt and distribution of traffic) of a large commercial and manufacturing center by all of the railroad companies, and for the benefit of all upon equal terms and facilities, without discrimination, is condemned by the Sherman act."

Let us analyze the proposition included in the issue, as stated by counsel, quoted above: Counsel assume that the combined terminals have come under a "common control or ownership." But this is not the case. That the instrumentalities so combined are not jointly owned or managed by all of the companies compelled to use them is a significant fact which must be taken into account for the purpose of determining whether there has been a violation of the Anti-trust Act. The control and ownership is that of the fourteen roads which are defendants. The railroad systems and the coal roads converging at St. Louis, which are not associated with the proprietary companies are

under compulsion to use the terminal system, and yet have no voice in its control.

It cannot be controverted that, in ordinary circumstances, a number of independent companies might combine for the purpose of controlling or acquiring terminals for their common but exclusive use. In such cases other companies might be admitted upon terms or excluded altogether. If such terms were too onerous, there would ordinarily remain the right and power to construct their own terminals. But the situation at St. Louis is most extraordinary, and we base our conclusion in this case, in a large measure, upon that fact. The "physical or topographical condition peculiar to the locality," which is advanced as a prime justification for a unified system of terminals, constitutes a most obvious reason why such a unified system is an obstacle, a hindrance and a restriction upon interstate commerce, unless it is the impartial agent of all who, owing to conditions, are under such compulsion, as here exists, to use its facilities. The witness upon whom the defendants chiefly rely to uphold the advantages of the unified system which has been constructed, Mr. Albert L. Perkins, gives this as his unqualified judgment. He was and is an experienced railroad engineer and manager and is the railway expert of the Municipal Bridge and Terminal Board, a commission appointed under a city ordinance, headed by the mayor, to study and report legislation needed to relieve the terminal conditions of St. Louis. From his study of the local situation he expresses the opinion that the terminals of railway lines in any large city should be unified as far as possible, and that such unification may be of the greatest public utility and of immeasureable advantage to commerce, state and interstate. Neither does he find in the conditions at St. Louis any insurmountable objection to such unification. The witness, however, points out that such a terminal company should be the agent of every

company, and, furthermore, that its service should not be for profit or gain. In short, that every railroad using the service should be a joint owner and equally interested in the control and management. This, he thinks, will serve the greatest possible economy, and will give the most efficient service without discrimination. When thus jointly owned and controlled, whether through the medium of a mere holding or operating company, such as the Terminal Company is, or by other means, the facilities would belong to each relatively to its own business and delivery would be made by each company over its own tracks to connecting lines or places of destination in the city. The charge for the haul thus lengthened would then be properly absorbed by the through rate, leaving nothing to be added to that to be charged the shipper or consignee but switching and storage charges proper.

The terminal properties in question are not so controlled and managed, in view of the inherent local conditions, as to escape condemnation as a restraint upon commerce. They are not under a common control and ownership. Nor can this be brought about unless the prohibition against the admission of other companies to such control is stricken out and provision made for the admission of any company to an equal control and management upon an equal basis with the present proprietary companies.

There are certain practices of this Terminal Company which operate to the disadvantage of the commerce which must cross the river at St. Louis, and of non-proprietary railroad lines compelled to use its facilities. One of them grows out of the fact that the Terminal Company is a terminal company and something more. It does not confine itself to supplying and operating mere facilities for the interchange of traffic between railroads and to assistance in the collecting and distributing of traffic for the carrier companies. It, as well as several of the absorbed

terminal companies, were organized under ordinary railroad charters. If the combination which has occurred is to escape condemnation as a combination of parallel and competing railroad companies, it is because of the essential difference between railroad and terminal companies proper—differences pointed out by the Missouri Supreme Court in the case heretofore referred to. Indeed, the defense to this proceeding is based upon the insistence that the Terminal Company is solely engaged in operating terminal facilities, defined in the briefs, "as mechanical devices for the exchange, receipt and distribution of traffic." This Terminal Company, in addition to its schedule for terminal charges proper, such as switching, warehousing, etc., files its rate-sheets for the transportation of every class of merchandise from the termini of the railroads on the Illinois side of the river to destinations across the river over its lines. These rates are applied to all traffic destined to cross the river, with certain exceptions to which we shall later refer, which originates within an irregular area of which St. Louis is the center, and having a diameter of from one to two hundred miles. This arbitrary operates to cast a burden upon short hauls, which has led to much complaint, as being both discriminatory and extortionate. An exception is made as to traffic originating within so much of this area as constitutes what is called "Green Line Territory," or which is destined to points within "Green Line Territory." This seems to be based upon competitive conditions caused by the great toll railway bridge at Memphis, Tennessee, the bridge toll being treated by lines using the bridge as a part of the through rate.

Another exception to the rule imposing this arbitrary is that it does not apply to traffic which originates in East St. Louis, whether it is destined to cross the river or not. The reason for this exemption, where such traffic does cross the river, is not apparent. Possibly, it may be said

that it is because the traffic of St. Louis and East St. Louis should be treated as arising in the same commercial area. But this reason does not seem to apply to the traffic originating in St. Louis, which is bound east, though that of East St. Louis is altogether free from this arbitrary charge. The effect of this arbitrary discrimination is obviously injurious to the commerce and manufacturers of St. Louis, and is among the chief causes of complaint against the Terminal Company. Mr. Perkins, to whom we have before referred as a capable and impartial expert, says of the consequence of this curious exception out of the one hundred mile area rule, that "the effect of these charges was, of course, to put the man doing business in St. Louis at a disadvantage to that extent with the man doing business at East St. Louis on his eastern business." Again he says, that the practical operation was to give East St. Louis a distinct advantage in the manufacturing lines. Another practice which marks this Terminal Company as a transportation company which interposed itself between railroads having their termini on opposite sides of the river, and between the city itself and the roads terminating on the east side of the river, is that all traffic destined to cross the river at St. Louis, whether bound east or west, or destined for the city if coming from the east, is billed only to East St. Louis, and there rebilled to destination.

The practice of rebilling and of making a distinct hauling charge is an evident survival of the methods which existed when the eastern lines had no termini in St. Louis. They then billed to East St. Louis, and there turned the traffic over to one of the existing terminal companies, who made their own specific charges for the haul to places of delivery within the city. The practice has been continued after the reason for it has disappeared. The effect of this practice of rebilling at East St. Louis and of imposing this arbitrary upon traffic originating within

one hundred miles of the city, destined to cross the river, seems to have been also applied to the large coal traffic between the Illinois coal mines, upon which the city is largely dependent.

We come now to the remedy. In determining what this should be we, as said by this court in *Standard Oil Company* v. *United States*, 221 U. S. 1, 78, must not overlook the fact that in applying a remedy "that injury to the public by the prevention of an undue restraint on, or the monopolization of trade or commerce is the foundation upon which the prohibitions of the statute rest, and moreover that one of the fundamental purposes of the statute is to protect, not to destroy, rights of property." If, as we have already said, the combination of two or more mere terminal companies into a single system does not violate the prohibition of the statute against contracts and combinations in restraint of interstate commerce, it is because such a combination may be of the greatest public utility. But when, as here, the inherent conditions are such as to prohibit any other reasonable means of entering the city, the combination of every such facility under the exclusive ownership and control of less than all of the companies under compulsion to use them violates both the first and second sections of the act, in that it constitutes a contract or combination in restraint of commerce among the States and an attempt to monopolize commerce among the States which must pass through the gateway at St. Louis.

The Government has urged a dissolution of the combination between the Terminal Company, the Merchants' Bridge Terminal Company and the Wiggins Ferry Company. That remedy may be necessary unless one equally adequate can be applied.

But the illegal restraint upon commerce among the States which we here find to exist consists in the possession acquired by the proprietary companies through the

means and with the object we have stated of dominating commerce among the States carried on by other railroads entering or seeking to enter the city of St. Louis and by which such railroads are compelled either to desist from carrying on interstate commerce or to do so upon the terms imposed by the proprietary companies. This control and possession constitutes such a grip upon the commerce of St. Louis and commerce which must cross the river there, whether coming from the east or west as to be both an illegal restraint and an attempt to monopolize.

The power resulting from the combination even before completed by the acquisition of the Wiggins Ferry Company and its related terminals was exhibited when the Rock Island sought an independent entrance.

Some of its abuses are shown by the imposition of the arbitrary hauling charge imposed upon the artificially limited trade districts described. It is shown also by the maintenance of the system of billing traffic destined to cross the river at St. Louis, either east or west, or to St. Louis, if from points on the east side of the river, a practice so galling and universal as to practically "eliminate St. Louis from the railroad map," to quote the graphic, if extravagant, language of counsel for the United States, as respects the great traffic subject to the regulation.

Plainly the combination which has occurred would not be an illegal restraint under the terms of the statute if it were what is claimed for it, a proper terminal association acting as the impartial agent of every line which is under compulsion to use its instrumentalities. If, as we have pointed out, the violation of the statute, in view of the inherent physical conditions, grows out of administrative conditions which may be eliminated and the obvious advantages of unification preserved, such a modification of the agreement between the Terminal Company and the proprietary companies as shall constitute the former the *bona fide* agent and servant of every railroad line which

shall use its facilities, and an inhibition of certain methods of administration to which we have referred, will amply vindicate the wise purpose of the statute, and will preserve to the public a system of great public advantage.

These considerations lead to a reversal of the decree dismissing the bill. This is accordingly adjudged and the case is remanded to the District Court, with directions that a decree be there entered directing the parties to submit to the court, within ninety days after receipt of mandate, a plan for the reorganization of the contract between the fourteen defendant railroad companies and the Terminal Company, which we have pointed out as bringing the combination within the inhibition of the statute.

First. By providing for the admission of any existing or future railroad to joint ownership and control of the combined terminal properties, upon such just and reasonable terms as shall place such applying company upon a plane of equality in respect of benefits and burdens with the present proprietary companies.

Second. Such plan of reorganization must also provide definitely for the use of the terminal facilities by any other railroad not electing to become a joint owner, upon such just and reasonable terms and regulations as will, in respect of use, character and cost of service, place every such company upon as nearly an equal plane as may be with respect to expenses and charges as that occupied by the proprietary companies.

Third. By eliminating from the present agreement between the Terminal Company and the proprietary companies any provision which restricts any such company to the use of the facilities of the Terminal Company.

Fourth. By providing for the complete abolition of the existing practice of billing to East St. Louis, or other junction points, and then rebilling traffic destined to St. Louis, or to points beyond.

Fifth. By providing for the abolition of any special or

so-called arbitrary charge for the use of the terminal facilities in respect of traffic originating within the so-called one hundred mile area, that is not equally and in like manner applied in respect of all other traffic of a like character originating outside of that area.

Sixth. By providing that any disagreement between any company applying to become a joint owner or user as herein provided for and the Terminal or proprietary companies which shall arise after a final decree in this cause, may be submitted to the District Court, upon a petition filed in this cause, subject to review by appeal in the usual manner.

Seventh. To avoid any possible misapprehension, the decree should also contain a provision that nothing therein shall be taken to affect in any wise or at any time the power of the Interstate Commerce Commission over the rates to be charged by the Terminal Company, or the mode of billing traffic passing over its lines, or the establishing of joint through rates or routes over its lines, or any other power conferred by law upon such Commission.

Upon failure of the parties to come to an agreement which is in substantial accord with this opinion and decree, the court will, after hearing the parties upon a plan for the dissolution of the combination between the Terminal Company, The Wiggins Ferry Company, the Merchants' Bridge Company, and the several terminal companies related to the Ferry and Merchants' Bridge Company, make such order and decree for the complete disjoinder of the three systems, and their future operation as independent systems, as may be necessary, enjoining the defendants, singly and collectively from any exercise of control or dominion over either of the said terminal systems, or their related constituent companies, through lease, purchase or stock control, and enjoining the defendants from voting any share in any of said companies or receiving dividends, directly or indirectly, or from any future

combination of the said systems in evasion of such decree or any part thereof.

Reversed and remanded accordingly.

MR. JUSTICE HOLMES took no part in the hearing or determination of this case.